



TOWN OF PALM BEACH

Town Manager's Office
TOWN COUNCIL MEETING

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

AGENDA

JANUARY 8, 2019

9:30 AM

Welcome!

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

I. CALL TO ORDER AND ROLL CALL

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

II. INVOCATION AND PLEDGE OF ALLEGIANCE

III. MODIFICATIONS TO THE AGENDA

IV. APPROVAL OF AGENDA

V. PRESENTATIONS

A. Royal Poinciana Playhouse Update.

Alex Patterson, UpMarkets

- B.** Presentation from the Palm Beach Civic Association Long-Range Planning Committee.

Harvey Poppel, Palm Beach Civic Association

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

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Kathleen Dominguez, Town Clerk

- a. December 11, 2018, Town Council Meeting Minutes
- b. December 12, 2018, Town Council Development Review Meeting Minutes - *Deferred to the February 14, 2019, Town Council Meeting*

- 2.** Approval of Major Matters Considered by the Architectural Review Commission at its meeting of December 14, 2018.

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Josh Martin, Director of Planning, Zoning and Building

B. RESOLUTIONS

- 1. RESOLUTION NO. 01-2019** A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Authorizing the Town Manager to Execute an Easement and Use Agreement Between the Town of Palm Beach and Florida Power and Light (FPL) at the Par 3 Golf Course for Access, and Maintenance of FPL Equipment.

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Patricia Strayer, Town Engineer

C. OTHER

- 1.** Adoption of the 2019 Town Council Meeting Schedule.

Page 44

Kirk W. Blouin, Town Manager

- 2.** Special Event Permit and Road Closure Request for Everglades Club Centennial Gala.

Page 47

Jay Boodheshwar, Deputy Town Manager

X. BOARD/COMMISSION ANNUAL REPORT

- A.** Annual Report of the Recreation Advisory Commission.

Page 63

Matthew Smith, Chair

XI. COMMITTEE REPORTS

- A.** Report of the Ordinances, Rules and Standards Committee Meeting Held on December 6, 2018.

Page 68

Julie Araskog, Chair

XII. REGULAR AGENDA

A. Old Business

1. Town-wide Undergrounding Project Page 72

Review of Project and Dashboard, Summary of Project Status
Steve Stern, Underground Utilities Project Manager
2. Town Marina Project Update. Page 110
H. Paul Brazil, P.E., Director of Public Works
3. 5876 Okeechobee Blvd. Land Lease Update. Page 113
Jay Boodheshwar, Deputy Town Manager
4. Update on the Compensation and Benefit Study. Page 272
Danielle Olson, Director of Human Resources
5. Approval of Town Manager Goals for FY2019.
Kirk W. Blouin, Town Manager
6. Request from Cary Glickstein, Receiver, Approving an Amendment to the Conditional Settlement Agreement for the Palm House Hotel. Page 274
Cary Glickstein, Receiver

B. New Business

1. Proposed Town Sponsorship of Business Association Special Event on Memorial Day Weekend 2019, to be Hosted by the Royal Poinciana Way Association. Page 318
Richard Zaretsky, Rotary Club President
2. Flagler Museum Request from Harvey E. Oyer, III.
Harvey E. Oyer, III

C. Matters Pulled From Consent Agenda: If needed

XIII. ORDINANCES

A. Second Reading

1. ORDINANCE NO. 21-2018 An Ordinance Of The Town Council Of The Town Of Palm Beach, Palm Beach County, Florida, Amending The Code Of Ordinances Of The Town Of Palm Beach At Chapter 66, Natural Resource Protection, At Article 1, In Section 66-311, Prohibited Plants; Providing For Severability; Providing For Repeal Of Ordinances In Conflict; Providing For Codification; Providing An Effective Date. Page 318
Jay Boodheshwar, Deputy Town Manager
2. ORDINANCE NO. 22-2018 An Ordinance of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Focusing on Excessive Nutrient Levels in Palm Beach County Water Bodies; Providing for Title; Providing for Definitions; Providing for Applicability; Providing for Timing of Fertilizer Applications; Providing for Fertilizer Page 321

Free Zones; Providing for Fertilizer Content and Application Rates; Providing for Fertilizer Application Practices; Providing for Management of Grass Clippings and Vegetative Matter; Providing for Exemptions; Providing for Training; Providing for Licensing of Commercial Applicators; Providing for Enforcement; Providing for Penalties; Providing for Appeal; Providing for Severability; Providing for Inclusion in the Code of Laws and Ordinances; Providing for Enforcement; Providing for Captions; and Providing for an Effective Date.

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

B. First Reading

1. ORDINANCE NO. 01-2019 An Ordinance Of The Town Council Of The Town Of Palm Beach, Palm Beach County, Florida, Amending The Town Code Of Ordinances At Chapter 18, Buildings And Building Regulations, As Follows: At Article XIV, Numbering Of Premises, By Adding Section 18-967 That Will Provide Language For The Naming And Renaming Of Streets, Vias And Alleys; Providing For Incorporation Of Recitals; Providing For Severability; Providing For Repeal Of Ordinances In Conflict Hereof; Providing For Codification; Providing An Effective Date.

Josh Martin, Director of Planning, Zoning & Building

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XIV. ANY OTHER MATTERS

XV. ADJOURNMENT

PLEASE TAKE NOTE:

Note 1: Please submit written comments/materials to council@townofpalmbeach.com or in person to the Town Clerk's Office, located at Town Hall, 360 South County Road. No written materials received after 12:00 p.m. on the Thursday immediately prior to a monthly Town Council meeting will be included in the back-up binders distributed to the Mayor and Town Council in preparation for that meeting. Written materials received after 12:00 p.m. on Thursday will be separately distributed to the Mayor and Town Council; however, depending upon the length of the materials, the time of submittal, and other circumstances, the Mayor and Town Council may not be able to read and consider such late submittals prior to acting upon the policy matter(s) which they address.

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

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

Note 4: Disabled persons who need an accommodation in order to participate in the

Town Council Meeting are requested to contact the Town Manager's Office at 838-5410 or through the Florida Relay Service by dialing 1-800-955-8770 for voice callers or 1-800-955-8771 for TDD callers, at least two (2) working days before this meeting.

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

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

PROCEDURES FOR PUBLIC PARTICIPATION

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

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

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

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

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

TOWN OF PALM BEACH

Town Council Meeting on: January 8, 2019

Section of Agenda Minutes

Agenda Title TOWN COUNCIL MEETING MINUTES *Kathleen Dominguez, Town Clerk*

- a. December 11, 2018, Town Council Meeting Minutes
- b. December 12, 2018, Town Council Development Review Meeting Minutes
- *Deferred to the February 14, 2019, Town Council Meeting*

Presenter

ATTACHMENTS:

- ▣ **Minutes of the December 11, 2018 Town Council Meeting**



TOWN OF PALM BEACH

Town Clerk's Office

MINUTES OF THE TOWN COUNCIL MEETING HELD ON TUESDAY, DECEMBER 11, 2018

I. CALL TO ORDER AND ROLL CALL

The Regular Town Council Meeting was called to order on Tuesday, December 11, 2018, 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 Moore led the Pledge of Allegiance.

III. MODIFICATIONS TO THE AGENDA - None

IV. APPROVAL OF AGENDA

A motion was made by Council Member Crampton, and was seconded by Council President Pro Tem Zeidman, to approve the Agenda. On roll call, the motion passed unanimously.

V. PRESENTATIONS

- A.** Report from Oxbridge Academy Students Regarding Making the Transition from Plastic to Paper..

Oxbridge Academy students Harrison Schram and Thomas Raymond spoke regarding the need for regulation of single use plastic products and requested a motion of support to encourage local businesses to be more eco-friendly by discontinuing the use of plastic products such as straws, bags, and food containers and switching to paper.

A motion was made by Council President Pro Tem Zeidman, and was seconded by Council Member Araskog, to continue to encourage and support

the effort to discontinue use of plastics. On roll call, the motion passed unanimously.

VI. BOARD AND COMMISSIONS PRESENTATIONS AND APPOINTMENTS

A. Presentations by Shore Protection Board Applicants.

Kirk W. Blouin, Town Manager

The following applicants presented their qualifications to the Town Council:

James Gavigan
Reuben Johnson
Gerfried Mueller

B. Appointments to Shore Protection Board.

Kirk W. Blouin, Town Manager

A motion was made by Council President Pro Tem Zeidman, and was seconded by Council Member Araskog, to ratify the appointments of Kane Baker, James Gavigan, and Reuben Johnson to the Shore Protection Board. On roll call, the motion passed unanimously.

VII. COMMENTS OF MAYOR GAIL L. CONIGLIO

Mayor Coniglio expressed concerns with pedestrian safety on the Town's Lake Trail due to the increased amount of speed bike traffic. She requested increased enforcement and education in order to promote pedestrian safety on the trail.

She acknowledged the recent property owners who volunteered their homes to be landmarked by the Town and congratulated the Ballinger award recipients. She also thanked the staff and volunteers of the Town for all of their hard work and wished the community a happy, safe and healthy 2019.

VIII. COMMENTS OF TOWN COUNCIL MEMBERS AND TOWN MANAGER

Council President Moore spoke regarding the inspirational speech given by guest speaker Lt. Jason Redman during the Town of Palm Beach United Way's annual Business and Professional Breakfast on the importance of perspective and what constitutes a bad day. She wished everyone a happy holiday season, a peaceful and prosperous 2019, and thanked the community for allowing her to serve the Town.

IX. COMMUNICATIONS FROM CITIZENS

Pauline Pitt, 320 Tangier Ave., spoke regarding the inappropriate use of the Lake Trail by the speed bikers and suggested the town consider posting surveillance cameras every half-mile on the trail.

Anthony Dowell, 101 East Inlet Drive, spoke regarding overgrown hedges encroaching on the Town's Lake Trail and requested that Public Works staff look into it.

In response to Mr. Dowell, Council President Pro Tem Zeidman commented that the Public Safety Committee will have a robust discussion about the Lake Trail issues during their meeting scheduled for January 30, 2019.

Discussion ensued regarding the speed and safety issues on the Lake Trail.

Diane Buhler, Friends of Palm Beach, announced future beach clean-up dates and locations and thanked the Oxbridge students for their presentation.

VI. APPROVAL OF CONSENT AGENDA

The following changes were made to the Consent Agenda:

Resolution No. 186-2018 was pulled from Consent and placed under Item XIII. C.

A motion was made by Council Member Crampton, and was seconded by Council President Pro Tem Zeidman, to approve the Consent Agenda, as amended above. On roll call, the motion passed unanimously.

A. MINUTES

1. TOWN COUNCIL MEETING MINUTES
Kathleen Dominguez, Town Clerk
 - a. November 13, 2018, Town Council Meeting Minutes
 - b. November 13, 2018, Special Town Council Meeting Minutes - Final Budget Hearing
 - c. November 14, 2018, Town Council Development Review Meeting Minutes
2. Approval of Major Matters Considered by the Architectural Review Commission at its Meeting of November 28, 2018
Josh Martin, Director of Planning, Zoning & Building

B. RESOLUTIONS

1. RESOLUTION NO. 186-2018 A Resolution Of The Town Council Of The Town Of Palm Beach, Palm Beach County, Florida, Approving The Selection Committee Recommendation And Award Of Purchase Order To Kimley-Horn For Professional Engineering Services For An Infiltration And Inflow Study Of Palm Beach Sanitary Sewer System (RFQ No. 2018-48); And Approve The Amount Of \$95,796 For Phase 1.
Dean Mealy, Purchasing Manager
2. RESOLUTION 190-2018 A Resolution Of The Town Council Of The Town Of Palm Beach, Palm Beach County, Florida, Approving A Modification To Resolution 142-2018, To The

Awarded State Of Florida Vendor, SHI International Corp, That Provides The Annual Microsoft Licensing Agreement To The Town.

Dean Mealy, Purchasing Manager

3. RESOLUTION NO. 192-2018 A Resolution Of The Town Council Of The Town Of Palm Beach, Palm Beach County, Florida, Awarding Bid No. 2018-54 And Approving A Contract And Purchase Orders To John Cassidy, For HVAC, Maintenance Services, Commercial Refrigeration, Freezers, Replacement Units And Related Parts, And Establishing A Project Budget Of \$121,225 For FY2019. The Remaining Extensions For The Following Four Years Shall Be Approved Only Upon Satisfactory Performance As Determined At The Discretion Of The Public Works Director And The Purchasing Manager For A Five Year Contract Budget Of \$675,165, Contingent Upon Funding In Future Fiscal Years.

NOTE: Proposed Cost Savings of \$20,340 annually and \$101,700 over the period of five years. This is a result of the reduced number of service maintenance calls from twelve a year to six a year.

Dean Mealy, Purchasing Manager

4. RESOLUTION NO. 193-2018 A Resolution of the Town Council of The Town Of Palm Beach, Palm Beach County, Florida, Approving The Selection Committee Recommendation For RFP No. 2018-55, For Temporary Personnel Services To Faneuil Inc. As The Primary Vendor And Howroyd-Wright Employment Agency, Inc. dba Appleone Employment Services As The Secondary Vendor And Establishing A Project Budget Of \$150,000.00 For FY2019. The Remaining Extensions For The Following Four Years Shall Be Approved Only Upon Satisfactory Performance As Determined At The Discretion Of The Human Resource Director And The Purchasing Manager For A Five Year Contract Budget Of \$828,843.00 Contingent Upon Funding In Future Fiscal Years.

NOTE: Proposed Cost Savings of the new contract have been identified as follows: The 2013 solicitation had the prime contractor with a 37% markup. The new solicitation has the prime contractor with a 28.8% markup. Total savings will be noted annually based on the number of agency temporaries hired by the prime contractor.

Dean Mealy, Purchasing Manager

C. OTHER

1. Preservation Foundation Request for Special Event at Bradley Park on March 6, 2020.
Jay Boodheshwar, Deputy Town Manager
2. Recommendation to Convene the Blue Ribbon Panel to Recommend an Appointment to the Personnel Employee Relations Commission.
Danielle Olson, Director of Human Resources

XI. BOARD/COMMISSION ANNUAL REPORT

- A. Annual Report of the Shore Protection Board.
Llwyd Ecclestone, Jr., Chair

Chair Ecclestone provided an overview of the report.

Discussion ensued regarding the timing of the Environmental Impact Study (EIS) results, the presentation of the Town's vulnerability study by the Woods Hole Group, and the amount of outside funding for the Mid-Town and Phipps Ocean Park beach projects.

In response to a question from Council Member Crampton, Coastal Manager Rob Weber provided a breakdown of the state and federal monies received and allocated for the Mid-Town and Phipps Ocean Park beach projects and provided a status report of the United States Army Corps of Engineers (USACE) record of decision based on the EIS results.

Council Member Lindsay inquired about videotaping opportunities for the January 24, 2019 Shore Protection Board meeting for the presentation of the Town's vulnerability study by the Woods Hole Group.

Council President Moore requested that staff look into videotaping the January 24, 2019 Shore Protection Board meeting.

A motion was made by Council President Pro Tem Zeidman, and was seconded by Council Member Araskog, to approve the annual report. On roll call, the motion passed unanimously.

XII. COMMITTEE REPORTS

- A. Report of the Public Works Committee Meeting Held on November 8, 2018.
Bobbie Lindsay, Chair

Chair Lindsay provided an overview of the report.

Discussion ensued regarding the implementation of monthly updates on the Town Docks at the Town Council meetings, the phasing out process of non-organic fertilizer and pesticides on Town owned property, concerns with white fly on alternative *figus benjamina* plants, education and promotion on the use of organic pesticides and its effectiveness.

In response to a question from Council Member Araskog, Public Works Director reported on the Town's research into the most practical alternative replacement options for *figus benjamina*.

A motion was made by Council Member Crampton, and was seconded by Council Member Araskog, to accept the report. On roll call, the motion passed unanimously.

XIII. REGULAR AGENDA

A. Old Business

1. Town-wide Undergrounding Project:

- a. Review of Project and Dashboard, Summary of Project Status
Steve Stern, Project Manager

Project Manager Stern provided the key project updates and announced the dates and times of upcoming community events and public meetings, a summary of the construction progress including the design and construction start dates for each location by phase, status of easements acquisitions and chicane installations for certain locations.

Discussion ensued regarding the timeline for the cable installations and easement acquisitions in the North end, the notification procedure for the utility pole removals and power outage duration, and the timing of the subscriber installation in the South end.

In response to a question from Council Member Araskog, Town Attorney Randolph provided an update on the lawsuit.

Tony Dowell, 101 Ease Inlet Dr., asked about schedule for a turnkey job in Phase 1 North.

In response to Mr. Dowell's question, Town Engineer Patricia Strayer, spoke regarding the timeline for the road paving activity after the pole removal in the North end.

- b. RESOLUTION NO. 199-2018 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 \$1,448,360 for Phase 5 Engineering Design Services of the Town-Wide Undergrounding of Utilities Program.
Patricia Strayer, Town Engineer

Town Engineer Strayer provided an overview of the Resolution.

A motion was made by Council Member Crampton, and was seconded by Council President Pro Tem Zeidman, to approve Resolution No. 199-2018. On roll call, the motion passed unanimously.

2. Update on the Town's Compensation and Benefits Study.
Kirk W. Blouin, Town Manager

Danielle Olson, Human Resources Director, provided an update on the progress of the benefits and compensation study for Public Safety and General Employee classifications.

Discussion ensued regarding the percent of positions vs. percent studied, peers selected, results received to date, when the survey was distributed, and the Economic Research Institute (ERI) data available for the private sector by demographic.

B. New Business

1. Town Manager Performance Evaluation and Town Goals.
Kirk W. Blouin, Town Manager

Town Manager Blouin spoke regarding his experience over the past nine months as the Town Manager and expressed his gratitude to the Mayor, Town Council and staff.

He provided an overview of the goal selection process and a timeline of the evaluation process. He requested input from the Mayor and Town Council relative to the top five Town Manager goals for next year.

Discussion ensued regarding combining items 1 and 2 as they relate to the Town's unfunded liability and budget as well as items 6 and 7 as they relate to coastal matters.

The Council Members commended Town Manager Kirk Blouin for his leadership style, creative solutions, and long-term view of the Town's finances. They expressed their appreciation to the Town Manager and the Directors for their performance and excellent work on the budget process.

It was the consensus of the Town Council to consolidate items 1 and 2 and 6 and 7 and resend the list of goals.

2. Approve 2019 Town Council Meeting Schedule.

Kirk W. Blouin, Town Manager

Town Manager Blouin presented the Town Council meeting schedule for 2019.

Discussion ensued regarding the possibility of rescheduling the July Town Council meetings and skipping the August Town Council meeting.

Town Attorney Randolph informed the Town Council that the Charter requires a regular Town Council meeting at least once a month.

Discussion ensued regarding combining the August and March Town Council meetings and when to schedule the July Budget Workshop.

In response to a question from Council Member Araskog, Town Clerk Dominguez provided a timeline of the election and the receipt of the official results from the Palm Beach County Supervisor of Elections.

Subsequent to the discussion, Council President Moore read aloud Ordinance No. 01-2018 which provides that the Town Council shall meet on the third Tuesday in March to elect one of its members as the Town Council President and President Pro Tem.

It was the consensus of the Town Council to combine the March Town Council meetings for March 19, 2019, the August Town Council meetings on August 14, 2019 and to hold the Budget workshop on July 11, 2019.

3. Recommendation to Schedule a Public Safety Committee Meeting.

Maggie Zeidman, Chair

Council President Pro Tem Zeidman requested approval to schedule a Public Safety Committee meeting on January 30, 2019 in order to discuss matters related to the compensation and benefits study, police, firefighter and medic program updates, traffic safety and bike trail issues.

C. Matters Pulled From Consent Agenda: If needed

1. RESOLUTION NO. 186-2018 A Resolution Of The Town Council Of The Town Of Palm Beach, Palm Beach County, Florida, Approving The Selection Committee Recommendation And Award Of Purchase Order To Kimley-Horn For Professional Engineering Services For An Infiltration And Inflow Study Of Palm Beach Sanitary Sewer System (RFQ No. 2018-48); And Approve The Amount Of \$95,796 For Phase 1.

Dean Mealy, Purchasing Manager

Director Brazil provided an overview of the Resolution and confirmed that this is a budgeted item.

A motion was made by Council President Pro Tem Zeidman, and was seconded by Council Member Araskog, to approve Resolution No. 186-2018. On roll call, the motion passed unanimously.

XIV. ORDINANCES

A. First Reading

1. ORDINANCE NO. 21-2018 An Ordinance Of The Town Council Of The Town Of Palm Beach, Palm Beach County, Florida, Amending The Code Of Ordinances Of The Town Of Palm Beach At Chapter 66, Natural Resource Protection, Article IV, Vegetation; Providing For Severability; Providing For Repeal Of Ordinances In Conflict; Providing For Codification; Providing An Effective Date.

Jay Boodheshwar, Deputy Town Manager

Director Martin presented an overview of the Ordinance.

Discussion ensued regarding how to address the replacement of 50% or more of a continuous *figus benjamina* hedge.

Council Member Araskog shared concerns from local landscapers regarding issues with white fly infestation on alternative *figus benjamina* plants.

A motion was made by Council Member Araskog, and was seconded by Council President Pro Tem Zeidman, to approve Ordinance No. 21-2018, on first reading subject to the modification of the section 66-311 (d) that addresses the prohibition of figus benjamina. On roll call, the motion passed 4 to 1 with Council Member Lindsay dissenting.

2. ORDINANCE NO. 22-2018 An Ordinance of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Focusing on Excessive Nutrient Levels in Palm Beach County Water Bodies; Providing for Title; Providing for Definitions; Providing for Applicability; Providing for Timing of Fertilizer Applications; Providing for Fertilizer Free Zones; Providing for Fertilizer Content and Application Rates; Providing for Fertilizer Application Practices; Providing for Management of Grass Clippings and Vegetative Matter; Providing for Exemptions; Providing for Training; Providing for Licensing of Commercial Applicators; Providing for Enforcement; Providing for Penalties; Providing for Appeal; Providing for Severability; Providing for Inclusion in the Code of Laws and Ordinances; Providing for Enforcement; Providing for Captions; and Providing for an Effective Date.

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

A motion was made by Council President Pro Tem Zeidman, and was seconded by Council Member Crampton, to approve Ordinance No. 22-2018. On roll call, the motion passed unanimously.

XV. ANY OTHER MATTERS - *None*

XVI. ADJOURNMENT

There being no further business, the Town Council meeting of December 11, 2018, was adjourned at 12:30 p.m.

APPROVED:

Danielle H. Moore
Town Council President

ATTEST:

Kathleen Dominguez
Town Clerk

TOWN OF PALM BEACH

Town Council Meeting on: January 8, 2019

Section of Agenda

Minutes

Agenda Title

Approval of Major Matters Considered by the Architectural Review Commission at its meeting of December 14, 2018.

Presenter

Josh Martin, Director of Planning, Zoning and Building

ATTACHMENTS:

- **Memorandum Dated December 21, 2018 from Josh Martin, Director of Planning Zoning and Building**
- **Minutes of the Architectural Review Commission Meeting of December 14, 2018**

TOWN OF PALM BEACH

Information for Town Council Meeting on: January 8, 2019

To: Mayor and Town Council

Via: Kirk Blouin, Town Manager

From: Josh Martin, Director of Planning, Zoning & Building

Re: Approval of the Architectural Commission Meeting Minutes of December 14, 2018

Date: December 21, 2018

STAFF RECOMMENDATION

Staff recommends that the Town Council approve the major items that were approved by ARCOM at the regularly scheduled meeting of December 14, 2018.

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 14, 2018.

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

JM:kmc



TOWN OF PALM BEACH

PLANNING, ZONING AND BUILDING DEPARTMENT

MINUTES OF THE REGULAR ARCHITECTURAL COMMISSION MEETING HELD ON WEDNESDAY, DECEMBER 14 2018

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

I. **CALL TO ORDER**

Mr. Vila called the meeting to order at 9:00 a.m.

II. **ROLL CALL**

Robert J. Vila, Chairman	PRESENT
Michael B. Small, Vice Chairman	PRESENT
Robert N. Garrison, Member	PRESENT
Alexander C. Ives, Member	PRESENT
Maisie Grace, Member	PRESENT (left 12:47 p.m.)
John David Corey, Member	PRESENT
Nikita Zukov, Member	PRESENT
Betsy Shiverick, Alternate Member	PRESENT
Katherine Catlin, Alternate Member	PRESENT
Dan Floersheimer, Alternate Member	PRESENT

Staff Members present were:

John Lindgren, Planning Administrator

Josh Martin, Director of Planning, Zoning and Building

Kelly Churney, Secretary to the Architectural Review Commission

III. **PLEDGE OF ALLEGIANCE**

Chairman Vila led the Pledge of Allegiance.

IV. **APPROVAL OF THE MINUTES FROM THE NOVEMBER 28, 2018 MEETING**

Motion made by Mr. Small and seconded by Mr. Garrison to approve the minutes from the November 28, 2018 meeting. Motion carried unanimously.

V. **APPROVAL OF THE AGENDA**

Motion made by Mr. Small and seconded by Mr. Garrison to approve the agenda as presented. Motion carried unanimously.

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.

VIII. **DISCUSSION ITEMS**

1. 400 Block of Peruvian Streetscape - Public Works Department

Paul Brazil, Director of Public Works, provided an update on the change in plantings for the 400 block of Peruvian.

Mr. Vila inquired if the new plan was to install the same amount of Sylvester palms as they had proposed for the Ylang Ylang trees. Mr. Brazil replied and stated they would be installing less Sylvester palms than the previously proposed amount of Ylang Ylangs.

Mr. Corey suggested adding smaller, ornamental trees as well to add some variety. Mr. Vila wondered if there was adequate space for additional ornamental trees. Mr. Vila also inquired if the owners of the parking lot had a stake in the plantings. Mr. Brazil stated that the collaborative voice of the residents requested that the Town plant Sylvester palms. Mr. Corey reiterated that a variety in the plantings would make the streetscape more appealing.

Mr. Vila asked the Commissioners if there were more comments or questions regarding the streetscape of the 400 block of Peruvian. There were no comments heard at this time.

Mr. Vila discussed the new motion on the agenda regarding utility easements and informed the Commissioners that some concerns were raised about the motion after the last meeting.

Mr. Martin discussed the motion and stated he relayed the concerns to the Town Manager and the Town Attorney. Mr. Martin stated that moving forward, the Commission would be asking each applicant to grant the easement during the approval of the project. Mr. Martin stated that it would be up to the applicant to grant the easement.

Mr. Floersheimer asked Mr. Martin who would be requesting the easement. Mr. Martin stated the request would come from the Commission.

IX. **PROJECT REVIEW**

A. **DEMOLITIONS AND TIME EXTENSIONS**

NONE

B. MAJOR PROJECTS – OLD BUSINESS
B-093-2018 Demolition/New Construction

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

Address: 977 S. Ocean Blvd.

Applicant: 195 Phesten Associates Palm Beach LLC/Contract Purchaser

Professional: Studio SR Architecture, Inc.

Project Description: Demolition of existing single story residence; proposed new two story modern residence in light stone cladding, natural veneer with associated landscape and hardscape.

A motion carried at the August meeting to defer the project to the September 26, 2018 meeting at the request of the attorney. A motion carried at the September meeting to defer the project to the October 24, 2018 meeting at the request of the attorney. A motion carried at the October meeting to defer the project to the November 28, 2018 meeting at staff's request. A motion carried at the November meeting to defer the project to the December 14, 2018 meeting at the request of the attorney.

SPECIAL EXCEPTION WITH SITE PLAN REVIEW AND VARIANCE(S) INFORMATION:

1) Special Exception with Site Plan Review to allow the construction of a 9,685 square foot two-story, single family residence on a non-conforming lot that is 77 feet in depth in lieu of the 150 foot minimum required in the R-A Zoning District and 13,662 square feet in area in lieu of the 20,000 square foot minimum area required in the R-A Zoning District. 2) A request for a variance to allow the proposed swimming pool to have a 5-foot rear yard setback in lieu of the 10-foot minimum required and a 30-foot front yard setback in lieu of the 35-foot minimum required in the R-A Zoning District. 3) A request for a variance to allow a building height plane setback to be 35 feet in lieu of the 50-foot minimum setback required.

Ms. Ziska requested a one-month deferral for the project to provide more time to work with the neighbors on a design that was agreeable by all parties involved.

Ms. Catlin expressed concern and suggested that the architect reach out to the Commission members before they present their design at the public meeting.

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

Many of the Commission members felt a withdraw of the project, rather than deferral, was more appropriate.

Ms. Ziska provided a history of the project and explained the reason the deferrals that had been requested.

Mr. Lindgren stated that staff had requested one of the deferrals to review the zoning requirements for the design.

Mr. Corey expressed concern with the number of deferrals, especially since the Commissioners had not once weighed in on the design.

Mr. Zukov stated that after meeting with the design team, he believed they could benefit from some guidance from the Commissioners.

Ms. Catlin stated she appreciated that the design team was attempting to work with the neighbors on an acceptable design. However, her concern was that the neighbors' voices were not being heard in a public forum. She also thought the Commissioners needed to weigh in on the design.

Mr. Floersheimer thought it was important for the Commission to see the boundary of the buildable lot.

Mr. Garrison was bothered that not all of the Commissioners were contacted for input. Mr. Garrison also believed the design team would benefit from some guidance.

Mr. Ives thought it was important for the design team to get their plans out in the open to allow the Commission, as a whole, to provide their comments. Mr. Ives spoke favorably about the design team and their previous designs. He also stated that his concern with the plans that he reviewed related to north end of the home.

Ms. Grace stated her perception was that the design team was trying to assess who would be in favor and who would oppose the project and then deciding whether they should present or request a deferral. Ms. Ziska stated that the owners have committed to finding a plan that would be acceptable to their neighbors.

Mr. Corey requested that any future plans include the addition of scale figures, details for the shutters and a north and south cross section of the elevation.

Mr. Lindgren stated he misspoke and it would be the applicant's fourth requested deferral.

Mr. Vila stated he was unsure if he could support a fourth deferral.

Ms. Grace asked for clarification on the deferral requests.

Mr. Small stated he could not support deferral. He believed the project needed a fresh start and stated he would support a withdrawal of the project.

Motion made by Mr. Ives and seconded by Mr. Zukov to defer the project to January 23, 2019. Motion failed 2-5 with Messrs. Vila, Small, Corey, Garrison and Ms. Grace.

Mr. Small reiterated that he would support a withdrawal of the project since there had been more than three deferrals.

Mr. Lindgren explained the procedure of the withdraw of a project after three deferrals.

Motion made by Mr. Small and seconded by Mr. Corey to remove the project from the agenda due to the excessive number of deferrals. Motion carried 5-2, with Messrs. Zukov and Ives opposed.

C. MAJOR PROJECTS – NEW BUSINESS

B-113-2018 New Construction

Address: 111 Atlantic Ave. (FKA 111 Atlantic Ave. – East)

Applicant: Todd Glaser

Professional: Jose Luis Gonzalez-Perotti/Portuondo-Perotti Architects

Project Description: Construction of a new, two-story single-family residence and related site, landscaping, pool on an existing vacant lot.

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

Rafael Portuondo, Portuondo-Perotti Architects, presented the architectural plans for the new residence. He showed the Commission alternate plans on the overhead projector.

Ms. Shiverick was in favor of the courtyard layout, garden design and corner windows. She suggested that there might be too much adornment on the home. Ms. Shiverick asked about the material and color of the adornments. Mr. Portuondo responded and stated he would agree to return to the Commission for a discussion on the design. Ms. Shiverick suggested choosing one motif and reducing some of the adornments.

Ms. Catlin was in favor of the design. She agreed with Ms. Shiverick about the amount of adornments. She questioned whether the house was too contemporary for the street.

Mr. Garrison thought the design was one of the best that he has seen. He questioned the adornments shown on the garage wall.

Mr. Corey thought this was a great example of the art deco style. Mr. Corey also questioned the amount of decoration proposed. He thought the horizontal design worked well. Mr. Corey asked about the materials proposed. Mr. Corey stated he had seen a transition design of a Mediterranean Revival and Art Deco and wondered if that design would work in the proposed area.

Mr. Ives agreed that the design was superb. He was comfortable with the design style on the street.

Ms. Grace appreciated that the design respected the scale of the neighborhood. She was in favor of the garden layout. She asked about the home to the east and questioned if they would be affected by the parking. Mr. Portuondo responded.

Ms. Grace asked about the metal windows and trellis and asked how they would appear. Mr. Portuondo responded and showed the Commission a material sample.

Mr. Vila supported the house design and did not believe there was an excessive amount of adornments.

Mr. Corey inquired about the colors proposed for the house.

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

Mr. Corey asked about the material proposed for the pavers. Mr. Williams responded and presented a material sample. Mr. Corey was in favor of the tree species and multiple fountains. Mr. Corey asked about the east side plantings next to the garage. Mr. Williams responded.

Ms. Grace asked if the color for the home and the windows were noted on the plans. Mr. Portuondo read the colors into the record.

Ms. Catlin was in favor of the landscape plan and expressed the same concerns for the buffer on the east side as Mr. Corey.

Mr. Small was in favor of design. Mr. Small asked the owner if he would agree to the utility easement.

Todd Glaser, owner, stated he would support the easement and added that the easement was on the plans.

Mr. Vila inquired about the landscape design in relation to the art deco home. Mr. Williams responded. Mr. Vila asked Mr. Williams how he accounted for the wind for this location in his design. Mr. Williams stated that the landscaping would be well protected by the neighboring home. Mr. Vila asked if any thought was given to adding plantings with scent. Mr. Williams stated that he proposed Gardenias and Ylang Ylang in the design.

Motion made by Mr. Garrison and seconded by Mr. Ives to approve the project as presented with the agreed upon utility easement by the owner. Motion carried unanimously.

Please note: A short break was taken at 10:23 a.m. The meeting resumed at 10:37 a.m.

Mr. Martin asked Mr. Portuondo to clarify his comments regarding revisions that were made after he met with the Commissioners. Mr. Portuondo responded.

Mr. Corey asked about the suggestion that was made about the courtyard. Mr. Portuondo stated he did not address the suggestion in his presentation.

B-114-2018 New Construction

Address: 113 Atlantic Ave. (FKA 111 Atlantic Ave. – West)

Applicant: Todd Glaser

Professional: Jose Luis Gonzalez-Perotti/Portuondo-Perotti Architects

Project Description: Construction of a new, two-story single-family residence and related site, landscaping, pool on an existing vacant lot.

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

Rafael Portuondo, Portuondo-Perotti Architects, presented the architectural plans for the new residence.

Ms. Catlin expressed concern about the view of the garage door. She stated she was in favor of the rest of the design. Mr. Portuondo responded.

Mr. Corey thought the house was well executed and was in favor of the site plan. He thought the house would enhance the beauty on the street.

Ms. Grace stated she was in favor of the design. She asked for some clarification for the windows on the second floor, south elevation. Mr. Portuondo responded and showed an alternate design for the second story windows on the overhead projector.

Mr. Garrison thought the entry was very unique. He thought the design was outstanding. He liked the alternate design of the second floor windows.

Mr. Ives thought the design was excellent. He appreciated that the architect considered the streetscape when designing the proposed home.

Mr. Vila asked the professional to discuss the proposed materials for the project. Mr. Portuondo presented the proposed materials for the residence. Mr. Vila asked about the material for the ridge caps, windows and doors. Mr. Portuondo responded.

Ms. Grace questioned the white color proposed for the home and thought a warmer white would be more appropriate. Ms. Grace asked if the color for the home and the windows were noted on the plans. Mr. Portuondo read the colors into the record.

Mr. Vila agreed with Ms. Grace about the color for the proposed home.

Todd Glaser, owner, discussed the paint that he would like to use. Ms. Shiverick stated that her home is painted with the paint that Mr. Glaser described. Mr. Vila

suggested that Mr. Glaser use the paint he proposed, rather than the white submitted. Mr. Glaser agreed.

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

Mr. Vila asked Mr. Williams about the materials proposed for the paths. Mr. Williams responded.

Ms. Grace questioned the transition from the meandering stone path to the area surrounding the pool.

Mr. Vila asked about the proposed Banyan and asked if it was susceptible to the White fly infestation. Mr. Williams responded.

Mr. Floersheimer asked about the location for mechanical equipment. Mr. Williams showed the Commission the proposed location.

Mr. Vila thought that both designs were superb and would enhance the beauty of the streetscape.

Mr. Small asked the owner if he would agree to the utility easement. Todd Glaser, owner, stated he would support the easement.

Motion made by Mr. Small and seconded by Mr. Ives to approve the project as presented with the alternate window and door design presented on the overhead projector as well as the agreed upon utility easement by the owner. Motion carried unanimously.

[B-121-2018 Modifications](#)

Address: 200 Via Palma

Applicant: Herbert & Jeanne Siegel

Professional: Thomas M. Kirchhoff/Kirchhoff & Associates

Project Description: Replace 2 existing aluminum motorized gates on Via Palma with similar design. Replace aluminum railing at site wall with similar design. Paint site walls to match house paint color. New cast stone caps at gate piers. New aluminum motorized gate on Eljan Lane and any associated changes.

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

Mr. Kirchhoff provided a brief history of the changes to the home. He presented the architectural modifications to the existing residence.

Mr. Ives inquired about the project's classification as a major project. Mr. Lindgren responded.

Ms. Shiverick stated that the letter in opposition indicated that the proposed gates were too industrial. Ms. Shiverick asked Mr. Kirchhoff about the material of the gate.

Ms. Catlin asked for more clarification on the gate design.

Mr. Floersheimer asked Mr. Kirchhoff if he had spoken to the neighbor. Mr. Kirchhoff responded.

Ms. Grace stated that the black color proposed seemed cold and asked if the professional had considered another color. Mr. Kirchhoff responded.

Mr. Corey asked whether original gate design matched the railing on the wall. He also wondered if the railing caps on the wall and gate were consistent. Mr. Kirchhoff responded.

Ms. Grace reiterated that the prior gate color was white.

Mr. Garrison asked about the gate width. Mr. Kirchhoff stated it was 32 feet wide and explained the reason for the width. Mr. Garrison asked if the caps on the columns would match the caps on the wall. Mr. Kirchhoff responded and further explained the design.

Mr. Corey stated that the plans showed that the gate dimension was proposed at 16 feet. Mr. Kirchhoff responded.

Ms. Shiverick asked if the owner considered using two residential gates that open to the interior. Mr. Kirchhoff stated there was not enough room on the driveway.

Motion made by Mr. Ives to approve the project as presented.

Bob Donnelly, 190 Via Palma, stated a different gate was shown to him than what was presented. He stated that he removed his objection to the project.

Mr. Small seconded the motion. Motion carried 6-1, with Mr. Corey opposed.

[B-122-2018 Additions/Modifications](#)

Address: 209 Wells Rd.

Applicant: Olive McCarthy

Professional: Dustin Mizell/Environment Design Group

Project Description: Addition of a vehicular gate on Wells Road. The motor court entry on Crescent Drive will be removed and the existing hardscape & landscape will be modified accordingly. A new garden pergola is also being proposed.

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

Mr. Mizell presented the landscape and hardscape modifications proposed for the existing residence.

Mr. Small stated he was in favor of the proposal and thought the gates were consistent with the street.

Ms. Grace inquired about the proposed pergola. Mr. Mizell responded and showed the Commission the location of the pergola. Ms. Grace asked if the professional had a drawing of the pergola. Mr. Mizell responded and provided some details on the pergola.

Motion made by Mr. Garrison to approve the project as presented with the caveat that the professional return to the Commission with the pergola details for approval.

Mr. Corey asked if there was consideration to place the gate on Crescent Drive rather than Wells Road. Mr. Mizell responded and stated the reason for the design. Mr. Corey stated that he felt that the gates on Wells Road were not appropriate for the street and added he could not support the project.

Mr. Floersheimer stated that he spoke to the owner who stated that access to the second garage would not be possible if the gate was located on Crescent Drive.

Mr. Vila stated he was in favor of the design.

Motion withdrawn by Mr. Garrison.

Mr. Small asked the professional if he would agree to provide a utility easement. Mr. Mizell stated he would support the easement.

Motion made by Mr. Small and seconded by Mr. Ives to approve the project as presented with the agreed upon utility easement by the professional and with the caveat that the design for the pergola would return to the Commission at the January 23, 2019 meeting. Motion carried 6-1, with Mr. Corey opposed.

Ms. Grace asked the professional to bring photographs of the house at the next presentation so that the Commission can determine if the pergola would match the home. Mr. Mizell confirmed he would.

[B-123-2018 Additions/Modifications](#)

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

Address: 874 S. County Rd.

Applicant: 874 South County LLC
Professional: Nievera Williams Design
Project Description: Proposed 60KW generator along the west side of the property that will be enclosed by a 4'7" tall wall.

VARIANCE(S) INFORMATION: The Applicant is proposing to install a 60 KW generator to the west of their residence and within a street side yard ("Vita Serena") that will require the following variances: 1. A variance to place the generator in the street side yard setback along Vita Serena with a setback of 8.75 feet in lieu of the 35 foot minimum required. 2. A variance to allow the proposed generator to result in a landscaped open space of 44.9% in lieu of the 45.3% existing and the 50% minimum required in the R-A Zoning District.

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

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

Jedidiah Hall, Nievera Williams Design, presented the proposed plans for the generator.

Mr. Garrison asked about the proposed height of the generator. Mr. Hall responded.

Ms. Grace stated she believed the addition would not negatively affect the architecture.

Please note: Mr. Small stepped out of the room. Ms. Shiverick voted for this project only in the absence of Mr. Small.

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

Mr. Ives asked the professional if he would agree to provide a utility easement. Mr. Hall stated he would support the easement.

Motion made by Mr. Ives and seconded by Mr. Garrison to approve the project as presented with the agreed upon utility easement by the professional. Motion carried unanimously.

[B-124-2018 Additions/Modifications](#)

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

Address: 171 Dunbar Rd.

Applicant: Palm Beach Dunbar LLC

Professional: Affiniti Architects

Project Description: Alteration of an existing home to create a two-car garage in place of the existing one car garage at the rear of property. There will be no

landscape or hardscape alterations. From the public ways, there will be no visible exterior changes.

VARIANCE(S) INFORMATION: The Applicant is requesting a variance to add a 388 square foot addition for an additional garage bay to have a two-car garage in lieu of the one-car garage existing. This will result in an angle of vision of 123 degrees in lieu of the 114 degrees existing and 108 degrees maximum allowed in the R-B Zoning District.

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

Benjamin Schreier, Affiniti Architects, presented the proposed modifications to the existing property.

Mr. Corey asked about the existing banyan tree on the northwest corner and stated that the plan did not accurately show the landscaping. Mr. Schreier stated the landscape would remain as is. Mr. Corey stated that his concern was that the proposed plan could not be implemented without affecting the Banyan tree. Mr. Schreier responded. Mr. Corey made a suggestion to rearrange the second bay of the garage so that it would not affect the tree.

A discussion ensued about the garage design and the Banyan tree.

Mr. Corey suggested that the applicant return with an accurate landscape plan.

Mr. Floersheimer agreed with Mr. Corey. Mr. Floersheimer pointed out some inconsistencies in his photos and renderings. He also stated that he thought the Chattahoochee driveway would need to be widened.

Mr. Vila also agreed with Mr. Corey's assessment of the Banyan tree.

Motion made by Mr. Corey to defer the project for restudy in accordance with the Commissioners' comments, to leave more room for the Banyan tree, stepping back the garage bay and an accurate L-1 plan to return to the January 23, 2019 meeting.

Ms. Grace inquired about the skylight in the proposed roof. Mr. Schreier stated that the skylight was existing.

Mr. Zukov seconded the motion.

Mr. Garrison stated a survey would be needed.

A discussion ensued about the roots of the Banyan tree, whether the roots would be affected and the method to determine if they would be affected.

Motion carried 4-3, with Messrs. Small, Garrison and Vila opposed.

Mr. Vila asked the clerk to read the motion. Ms. Churney restated the motion made by Mr. Corey.

[B-125-2018 Additions/Modifications](#)

ARCOM TO MAKE RECOMMENDATIONS RELATIVE TO VARIANCE(S)

Address: 302 Via Linda

Applicant: Michael F. Neidorff

Professional: Jeffery Smith/Smith Architectural Group

Project Description: Replace existing windows & doors with impact-rated units in a different lite configuration, raise the parapet at the entry and garage and a 63 S.F. 1 story addition.

VARIANCE(S) INFORMATION: The Applicant is requesting the following variances to raise the height of the ceiling and parapet in 2 areas of the one story residence: 1) Request to raise the parapet by 2 feet and the ceiling by 2.34 feet at the garage to accommodate a car lift so that three cars can be parked in the existing two-car garage. The garage has an existing non-conforming side yard setback of 5 feet in lieu of 12.5 feet required. The variance is to raise the height in the existing setback. 2) Request to raise the parapet over the main house to be 5.33 feet in lieu of the 4 feet existing and the 3 foot maximum allowed in the R-B Zoning District for a parapet roof height. 3) Request to allow the landscape open space to decrease from the previously permitted 39.9% to 35.7% in lieu of the 45% minimum landscaped open space required. The existing landscape open space is 32.5%.

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

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

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

Mr. Vila asked if the lift could be moved inward so that the roof would not have to be raised. Mr. Smith responded.

Ms. Grace stated she preferred the 9 over 9 windows rather than the proposed 4 over 4 windows.

Mr. Floersheimer asked about the existing generator that was shown on the plans as well as the existing wood fence. Mr. Smith stated that they are proposing to put in a generator with the required setbacks.

Mr. Garrison agreed with Ms. Grace and thought the 9 over 9 windows were more suited for the home. Mr. Garrison also asked about the five-foot addition to the front of the home. Mr. Smith responded and showed the location of the addition.

Ms. Catlin agreed that the 9 over 9 windows were better. She also asked about the different arrangement of doors and windows on the south and west elevations.

Mr. Smith stated that the since the changes were not visible from the street, they were not under the purview of ARCOM. Mr. Lindgren confirmed Mr. Smith's statement.

Mr. Vila supported the changes with the exception of the proposed window change.

Mr. Small asked the professional if he would agree to the utility easement. Mr. Smith stated he did not speak to his client about the utility easement but added he felt there was enough room on the North Lake Way side of the property.

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

A second motion made by Mr. Garrison and seconded by Mr. Zukov to approve the project as presented with the exception that the new windows are 9 over 9, the addition of the generator, the new wood wall in the rear and with the agreed upon utility easement by the professional. Motion carried unanimously.

[B-126-2018 Additions/Modifications](#)

Address: 2875 S. Ocean Blvd.

Applicant: Acqua PB, LLC

Professional: Patrick Segraves/SKA Architect + Planner

Project Description: 666 square foot dining loggia addition to the south side of 2875 S. Ocean building.

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

Mr. Segraves presented the architectural plans for the loggia addition to the commercial building.

Ms. Grace thought the loggia addition improved the building but asked if more color could be added to the landscaping. Mr. Segraves responded.

Mr. Vila suggested adding Bougainvillea to the columns. Mr. Segraves agreed and was in favor of the suggestion.

Mr. Small questioned the loggia location and asked why the addition was not placed on the east façade. Mr. Segraves responded. Mr. Small stated he liked Mr. Vila's suggestion about the addition of the Bougainvillea. Mr. Segraves agreed.

Mr. Vila asked about the removal of the Cabbage palms and suggested the addition of Coconut palms. Mr. Segraves responded.

Motion made by Mr. Small and seconded by Mr. Garrison to approve the project as presented with the caveat that the landscaping is enhanced with color. Motion carried unanimously.

Mr. Floersheimer questioned if a utility easement was needed in the motion. Mr. Segraves stated that the utilities had already been placed underground in this location.

[B-127-2018 New Construction](#)

ARCOM TO MAKE RECOMMENDATIONS RELATIVE TO SITE PLAN REVIEW

Address: 1404 N. Lake Way

Applicant: 1404NorthLakeLLC

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

Project Description: Construction of a new two-story residence with pool. Final hardscape and landscape.

SITE PLAN REVIEW INFORMATION: Special Exception with Site Plan Review to allow the construction of a 9,263 square foot two-story, single family residence on a non-conforming lot that is 110 feet in width in lieu of the 125 foot minimum required and 19,563 square feet in area in lieu of the 20,000 square foot minimum required in the R-A Zoning District.

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

Taylor Smith, Smith and Moore Architects, Inc., presented the architectural plans proposed for the new residence. Mr. Smith presented an alternate view of the west façade on the overhead projector as well as material samples.

Ms. Grace stated she felt the stone clad entry portico was too heavy and severe. She also felt the three-car garage was crammed on site. She requested removing some of the height within the two floors of the home. She believed that the west elevation fenestration was overdone. She suggested reducing the number of sliding doors in the center section on the west façade.

Mr. Small expressed concern for the asymmetrical doors and balconies on the east elevation and suggested that the design needed some more thought.

Mr. Floersheimer was in favor of the overall design. Mr. Floersheimer asked about the design element over the front door. Mr. Smith responded and explained the design. Mr. Floersheimer agreed with Mr. Small's assessment of the east elevation. Mr. Smith stated that some Commissioners expressed concern with the subservient garage design. As a result, he placed an alternate design of the garage on the overhead projector and passed out pages to the Commissioners.

Ms. Catlin stated she liked the house and redesign however she did not agree with the other Commissioners. She thought the house appeared cold and large for the location of the home. She thought the previous home had character and warmth

where this design lacked those elements. She thought the north end needed a design that related more to the previous home.

Mr. Corey expressed concern that the house was rendered incorrectly given the grade of the lot. He agreed with Ms. Catlin and felt the home was cold, massive and too large for the site. He thought the fenestration on the west elevation was overblown.

Ms. Shiverick stated she agreed with her fellow commissioners. She suggested changing the balcony over the garage to stucco. She was in favor of the design and its execution but did agree that it was too cold of a design.

Mr. Ives thought the house was well thought out and a good design. He supported the varied balconies.

Mr. Garrison agreed with Ms. Catlin and thought the house was too cold and too large for the lot. He also expressed concern for the height of home and stated he would like to see the roof plan. He thought the mass of the home needed to be reduced.

Mr. Vila agreed with Mr. Garrison that the house was too large for the site. He thought there was a lack of grace to the use of the site. He thought the interpretation of the style was good. He suggested a restudy of the fenestration on the west elevation. Finally, he thought the feeling of the design style was not suited for the neighborhood.

Motion made by Ms. Grace and seconded by Mr. Corey to defer the project in accordance with the Commission's comments to January 23, 2019 meeting.

Anne Metzger, 277 Esplanade Way, expressed her opposition to the project.

Motion carried unanimously.

Please note: Ms. Grace left the meeting at 12:47 a.m. Ms. Shiverick voted in the absence of Ms. Grace.

D. [MINOR PROJECTS – OLD BUSINESS](#)

[A-051-2018 Modifications](#)

Address: 400 Chilean Ave.

Applicant: PB 400 Chilean LLC

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

Project Description: Construction of a 529 square foot canvas parking awning.

A motion carried at the November meeting to defer the project to the December 14, 2018 meeting at the staff's request.

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

Mr. Smith stated the Town Council approved the project at their December meeting, contingent on the Architectural Review Commission's approval. He presented the proposed parking awning for the existing building and site. Mr. Smith presented a material sample to the Commissioners.

Mr. Vila asked about the trellis material. Mr. Smith responded.

Mr. Corey stated he was supportive of a parking structure but expressed concern for the materials proposed. He added that he could not support the project.

Ms. Shiverick asked if the parking spaces would be shared. Maura Ziska, attorney for the applicant, discussed the owners and the parking situation. Ms. Shiverick agreed with Mr. Corey and added she would rather see a different material used for the structure. Mr. Smith discussed the proposed material.

Mr. Ives stated it was not offensive and added he could support the project.

Ms. Catlin stated she felt neutral about the proposal. She asked the professional if there was something that could be changed to add some interest.

Mr. Floersheimer asked if the wind would affect the structure. Mr. Smith responded.

Motion made by Mr. Garrison and seconded by Mr. Ives to approve the project as presented.

Mr. Corey read the proposed product material that was printed on the mini-set.

Motion carried 5-2, with Ms. Shiverick and Mr. Corey opposed.

[A-054-2018 Modifications](#)

Address: 1263 N. Lake Way

Applicant: Henry P. McIntosh IV

Professional: James Clancy/Advance Solar and Spa

Project Description: Installation of photovoltaic system.

A motion carried at the November meeting to defer the project to the December 14, 2018 meeting as there was no professional to present the project.

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

Orion McKnight, Advance Solar and Spa, presented the proposed photovoltaic system for the existing residence.

Mr. Vila inquired how the panels would be attached to the roof. Mr. McKnight responded with the process of attaching the panels.

Mr. Garrison asked who would maintain and replace the panels. Mr. McKnight responded and discussed the maintenance plan.

Mr. Vila asked if the owner would be able to sell back to FPL. Mr. McKnight responded. Mr. Vila inquired if there was a battery storage installed. Mr. McKnight stated that he believes the owner did not purchase the battery.

Motion made by Mr. Corey and seconded by Mr. Ives to approve the project as presented. Motion carried unanimously.

E. MINOR PROJECTS – NEW BUSINESS

A-052-2018 Additions/Modifications

Address: 218 Royal Palm Way

Applicant: Robb E. Turner

Professional: Dustin Mizell/Environment Design Group

Project Description: Addition of two entry columns on Royal Palm Way.

Hardscape & landscape to be modified to accommodate improvements.

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

Mr. Mizell presented the architectural modifications to the commercial residence.

Mr. Small thought the addition of the columns were a good improvement. He stated that he wished the east façade could be addressed. Mr. Vila agreed.

Ms. Shiverick asked if there were lights proposed for the top of the columns. Mr. Mizell responded and stated that lights were proposed on the columns. Ms. Shiverick stated that she preferred the columns without the lights.

Mr. Vila suggested a different solution rather than the lights proposed. He stated he could not support the lights.

Mr. Corey asked about the details and lumens of the lights proposed.

Mr. Mizell asked if the approval could include recessed lights rather than the lights on top of the columns.

Motion made by Mr. Small and seconded by Mr. Corey to approve the project as presented with the caveat that the lights are recessed into the columns. Motion carried unanimously.

Mr. Floersheimer asked if the Commission needed to request the utility easement.

The motion was amended to include the agreed upon utility easement.

X. **OTHER BUSINESS**

Mr. Vila congratulated Mr. Corey for completing his master gardening course. Mr. Corey informed the Commission about the course and spoke very highly of the program.

Dustin Mizell, Environment Design Group, stated he was very familiar with the program. He added that the course was very difficult and expressed his appreciation to Mr. Corey for completing the program.

XI. **ADDITION COMMUNICATION FROM CITIZENS (3 MINUTE LIMIT PLEASE)**

There were no comments heard at this time.

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

Mr. Lindgren reviewed the 2019 ARCOM Meeting Dates.

XIII. **ADJOURNMENT**

Motion made by Mr. Ives and seconded by Mr. Small to adjourn the meeting at 1:11 p.m. Motion carried unanimously.

The next meeting will be held on Wednesday, January 23, 2019 at 9:00 a.m. in the Town Council Chambers, 2nd floor, Town Hall, 360 S County Rd.

Respectfully Submitted,

Robert J. Vila, Chairman
ARCHITECTURAL COMMISSION

kmc

TOWN OF PALM BEACH

Town Council Meeting on: January 8, 2019

Section of Agenda

Resolutions

Agenda Title

RESOLUTION NO. 01-2019 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Authorizing the Town Manager to Execute an Easement and Use Agreement Between the Town of Palm Beach and Florida Power and Light (FPL) at the Par 3 Golf Course for Access, and Maintenance of FPL Equipment.

Presenter

Patricia Strayer, Town Engineer

ATTACHMENTS:

- ▣ **Memorandum dated December 18, 2018, from H. Paul Brazil, P.E., Director of Public Works**
- ▣ **Resolution No. 01-2019**
- ▣ **Underground Easement**
- ▣ **Photo**
- ▣ **Supplemental Easement**

TOWN OF PALM BEACH

Information for Town Council Meeting on: January 8, 2019

TO: Mayor and Town Council

VIA: Kirk Blouin, Town Manager

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

RE: Authorization to Execute Easement and Use Agreement at the Par 3 Golf Course for Florida Power & Light as Part of the Town-Wide Overhead Utility Undergrounding Phase 1-South
Resolution No. 01-2019

DATE: December 18, 2018

STAFF RECOMMENDATION

Town staff recommends that Town Council approve Resolution No. 01-2019 granting an easement to Florida Power & Light (FPL) upon Town owned land located at 2345 South Ocean Boulevard, Palm Beach Par 3 Golf Course.

GENERAL INFORMATION

At the July 12, 2017 Town Council meeting, a 24 feet x 11feet utility easement for the Town's Palm Beach Par 3 Golf Course located at 2345 South Ocean Boulevard was approved as part of the Phase I Town-Wide Undergrounding of Utility Conversion Project. The granted easement needs to be amended to add three feet (3') by eleven feet (11') as shown in the enclosed sketch to the north of the existing easement. The additional 33 square feet is to ensure access/ maintenance minimal clearances are met for the transformer. The sketch and legal description of the proposed easement is provided by AVIRON & Associates, Inc.

FUNDING/FISCAL IMPACT

There is no funding/fiscal impact related to this item.

TOWN ATTORNEY REVIEW

This item has been reviewed by the Town Attorney.

Attachments

cc: Patricia Strayer, P.E., Town Engineer
Jason Debrincat, P.E., Senior Project Engineer
Michael Roach, P.E., Project Engineer
Steven Stern, Underground Utilities Manager

RESOLUTION NUMBER 01-2019

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE TOWN MANAGER TO EXECUTE AN EASEMENT AND USE AGREEMENT BETWEEN THE TOWN OF PALM BEACH AND FLORIDA POWER AND LIGHT (FPL) AT THE PAR 3 GOLF COURSE FOR ACCESS, AND MAINTENANCE OF FPL EQUIPMENT.

* * * * *

WHEREAS, the Town is constructing and operating a Florida Power & Light (FPL) Transformer/Equipment at the Par 3 Golf Course; and

WHEREAS, FPL has requested that the Town of Palm Beach grant an easement to FPL to access and maintain the transformer equipment that services the Par 3 Golf Course; and

WHEREAS, the installation of the conduit, wires, and equipment are necessary to operate and provide power to the Par 3 Golf Course.

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

Section 1. The foregoing recitals are hereby ratified and confirmed.

Section 2. Town Manager is hereby authorized to execute an easement and use agreement between the Town of Palm Beach and Florida Power and Light Company.

PASSED AND ADOPTED in a regular adjourned session of Town Council of the Town of Palm Beach this 8th day of January 2019.

Gail L. Coniglio, Mayor

ATTEST:

Kathleen Dominguez, Town Clerk

Work Request No. 7002828

UNDERGROUND EASEMENT (INDIVIDUAL)

Sec. ____, Twp __ S, Rge __ E

Parcel I.D. 50-43-44-11-03-000-1321

(Maintained by County Appraiser)

This Instrument Prepared By
S.N. Stern, Project Manager
Town of Palm Beach
360 S. County Rd.
Palm Beach, FL 33480

The undersigned, in consideration of the payment of \$1.00 and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, grant and give to Florida Power & Light Company ("FPL"), Bellsouth Telecommunications, LLC, Comcast Corporation, and the Town of Palm Beach, together with the affiliates, licensees, agents, successors, and assigns of the above named entities, a non-exclusive easement forever for the construction, operation and maintenance of underground electric utility, communications, and cable distribution facilities (including cables, conduits, appurtenant equipment, and appurtenant above ground equipment) to be installed from time to time; with the right to reconstruct, improve, add to, enlarge, change the voltage as well as the size of, and remove such facilities or any of them, within an easement described as follows:

Reserved for Circuit Court

See Exhibit "A" ("Easement Area")

Together with the right to permit any other person, firm, or corporation on behalf of the above named entities, and their affiliates, licensees, agents, successors, and assigns, to attach or place wires to or within any facilities hereunder and lay cable and conduit within the easement area and to operate the same for communications purposes; the right of ingress and egress to the Easement Area at all times; the right to clear the land and keep it cleared of all trees, undergrowth and other obstructions within the Easement Area the right to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside of the Easement Area, which might interfere with or fall upon the lines or systems of communications or power transmission or distribution; and further grants, to the fullest extent the undersigned has the power to grant, if at all, the rights hereinabove granted on the Easement Area, over, along, under, and across the roads, streets or highways adjoining or through said Easement Area.

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument on _____, 20__.

Signed, sealed, and delivered in the presence of:

(Witness' Signature)

Print Name: _____
(Witness)

(Witness' Signature)

Print Name: _____
(Witness)

By: _____
(Grantor's signature)

Print Name: _____

Print Address: _____

By: _____
(Grantor's signature)

Print Name: _____

Print Address: _____

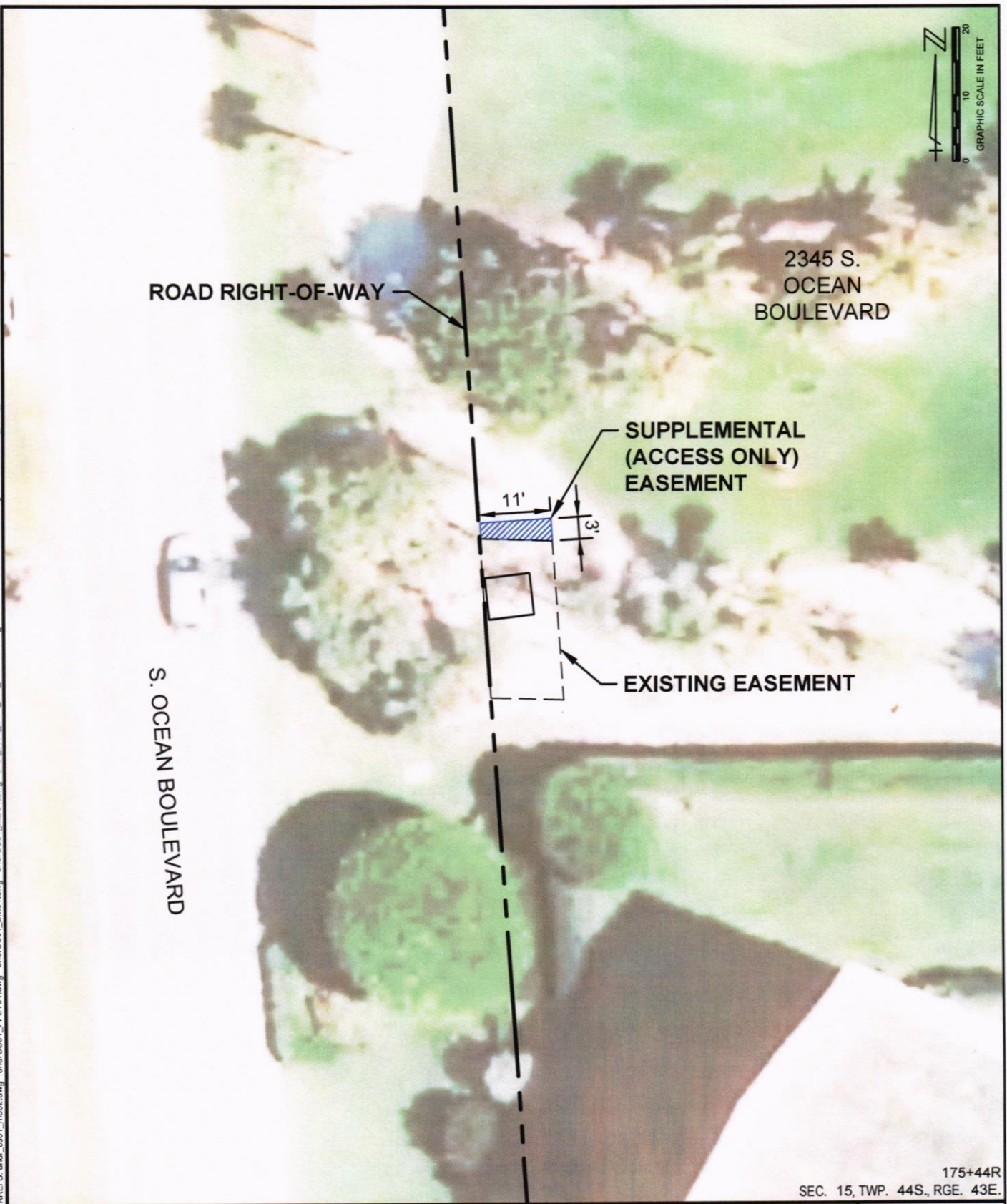
STATE OF FLORIDA AND COUNTY OF PALM BEACH. The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by _____, and _____, who is (are) personally known to me or _____ who has (have) produced _____ as identification, and who did (did not) take an oath.
(Type of Identification)

My Commission Expires:

Notary Public, Signature

Print Name: _____

DWG: Q:\temp\AcPublish_886\FPL Walkthrough.dwg PLOT DATE: Dec 14, 2018 - 9:24am
 XREFS: undr_cs01_md02.dwg undrCS01_BM01.dwg undrCS01_MD01.dwg undrCS01_C1-1.asb From KH.dwg xSSM-Border-044033188.dwg IMAGES: F:_REF_DATA\PCO\Aerials\2015\Area-E.sld R:\10194\TOPB OH-UNDER Phase 1 South\10194(10-15).as



175+44R
 SEC. 15, TWP. 44S., RGE. 43E.

SCALE: AS SHOWN	FL. E.B. NO. 48	FL. L.B. NO. 48	TOWN OF PALM BEACH UNDERGROUNDING PHASE 1 SOUTH EASEMENT EXHIBIT PALM BEACH COUNTY, FL	DATE: DECEMBER 2018
FIELD: ----	MOCK•ROOS CONSULTING ENGINEERS 5720 Corporate Way, West Palm Beach, Florida 33407 (561) 683-3113, fax 478-7248		P.A. NO. B5040.13	
DRAWN: SMR			DR. NO. 4665	
APPR: JPC			ADD: 2345 S. OCEAN	

SKETCH AND DESCRIPTION
SUPPLEMENTAL EASEMENT (ACCESS ONLY)

EXHIBIT A

LAND DESCRIPTION:

A PORTION OF LOT 141, PALM BEACH ESTATES, (P.B. 8, PG. 3, P.B.C.R.)
TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA

A portion of Lot 141, PALM BEACH ESTATES, according to the Plat thereof as recorded in Plat Book 8, Page 3, of the Public Records of Palm Beach County, Florida being described as follows:

COMMENCE at the intersection of the south line of said Lot 141 and South Ocean Boulevard; thence N03°45'07"W, along the east right-of-way line of said South Ocean Boulevard, 24.00 feet to the POINT OF BEGINNING; thence continue N03°45'07"W, 2.00 feet; thence N86°14'53"E, 10.95 feet; thence S03°45'07"E, 3.00 feet; thence N88°30'36"W, 11.00 feet to the POINT OF BEGINNING.

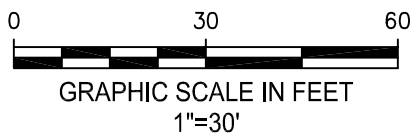
Said land lying in Palm Beach County, Florida and contains 27 square feet, more or less.

SURVEYOR'S REPORT:

1. Reproductions of this Sketch are not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.
2. No Title Opinion or Abstract to the subject property has been provided. It is possible that there are Deeds, Easements, or other instruments (recorded or unrecorded) which may affect the subject property. No search of the Public Records has been made by the Surveyor.
3. The land description shown hereon was prepared by the surveyor.
4. Data shown hereon was compiled from instrument(s) of record and does not constitute a boundary survey.
5. Abbreviation Legend: F.D.O.T. = Florida Department of Transportation; L.B. = Licensed Business; P.B. = Plat Book; P.B.C.R. = Palm Beach County Records; PCN = Parcel Control Number; PG. = Page; P.L.S. = Professional Land Surveyor; P.O.B. = Point of Beginning; P.O.C. = Point of Commencement; R/W = Right-of-Way.

CERTIFICATION:

I HEREBY CERTIFY that the attached Sketch and Description of the hereon described property is true and correct to the best of my knowledge and belief as prepared under my direction. I FURTHER CERTIFY that this Sketch and Description meets the Standards of Practice set forth in Chapter 5J-17.050 through 5J-17.052, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.



MICHAEL D. AVIROM, P.L.S.
Florida Registration No. 3268
AVIROM & ASSOCIATES, INC.
L.B. No. 3300

REVISIONS



AVIROM & ASSOCIATES, INC.
SURVEYING & MAPPING

50 S.W. 2nd AVENUE, SUITE 102
BOCA RATON, FLORIDA 33432
TEL. (561) 392-2594, FAX (561) 394-7125
www.AVIROMSURVEY.com

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JOB #:	10194-4.148
SCALE:	1" = 30'
DATE:	12/18/2018
BY:	KSB
CHECKED:	M.D.A.
F.B.	-- PG. --
SHEET:	1 OF 1

TCM Backup 01-08-19

TOWN OF PALM BEACH

Town Council Meeting on: January 8, 2019

Section of Agenda

Consent - Other

Agenda Title

Adoption of the 2019 Town Council Meeting Schedule.

Presenter

Kirk W. Blouin, Town Manager

ATTACHMENTS:

- ▣ **Memorandum dated December 19, 2018, from Kirk Blouin, Town Manager**

TOWN OF PALM BEACH

Information for Town Council Meeting on: January 8, 2019

To: Mayor and Town Council

From: Kirk W. Blouin, Town Manager

Re: Adoption of the 2019 Town Council Meeting Schedule

Date: December 19, 2018

STAFF RECOMMENDATION

Staff recommends the Town Council adopt the 2019 meeting schedule as presented below.

GENERAL INFORMATION

At the December 11, 2018, Town Council meeting, the Town Council discussed modifications to the 2019 Town Council meeting schedule. In follow up to the schedule discussed at that meeting, listed below are the dates for the 2019 Town Council meetings. Staff requests Town Council approval of the dates below to conduct the 2019 Town Council meetings.

JANUARY 8 AND 9	JULY 9 AND 10 ⁽³⁾
FEBRUARY 13 AND 14 ⁽¹⁾	AUGUST 14 ⁽⁴⁾
MARCH 19 ⁽²⁾	SEPTEMBER 10 AND 11
APRIL 9 AND 10	OCTOBER 10 ⁽⁵⁾
MAY 14 AND 15	NOVEMBER 12 AND 13
JUNE 11 AND 12	DECEMBER 10 AND 11

⁽¹⁾ At the September 12, 2018, Town Council meeting, there was Town Council consensus to move the Tuesday, February 12, 2019, Town Council meeting-regular business to Thursday, February 14, 2019.

⁽²⁾ Tuesday, March 12, 2019, is the date of the Town election. Swearing in of newly elected official(s) must occur at the regular Town Council meeting immediately following the Town election. At the December 11, 2018, Town Council meeting, the Town Council decision was to hold one Town Council meeting in March, to take place March 19, 2019. In addition to

regular business and development review matters, the swearing-in of three elected officials and adoption of the certified election results will occur at this meeting.

- (3) The July Town Council meetings will follow the standard schedule. Additionally, on Thursday, July 11, 2019, there will be a Town budget hearing.
- (4) The Tuesday, August 13, 2019, and Wednesday, August 14, 2019, Town Council meetings will be combined into one meeting to take place August 14, 2019.
- (5) The Tuesday, October 8, 2019, and Wednesday, October 9, 2019, Town Council meetings are in conflict with Yom Kippur. These meetings will be combined into one meeting to take place Thursday, October 10, 2019.

KWB:cek

cc: Department Directors
John C. Randolph, Town Attorney

TOWN OF PALM BEACH

Town Council Meeting on: January 8, 2019

Section of Agenda

Consent - Other

Agenda Title

Special Event Permit and Road Closure Request for Everglades Club Centennial Gala.

Presenter

Jay Boodheshwar, Deputy Town Manager

ATTACHMENTS:

- ▢ **Memorandum dated December 28, 2018, from Jay Boodheshwar, Deputy Town Manager**
- ▢ **Request dated November 30, 2018, from Jason Drobot, on Behalf of the Everglades Club**
- ▢ **Memorandum dated December 19, 2018, from Josh Martin, Director of Planning, Zoning & Building**
- ▢ **Memorandum dated December 28, 2018, from Paul Brazil, Director of Public Works**
- ▢ **Memorandum dated December 14, 2018, from Marty Deloach, Fire Marshal**
- ▢ **Memorandum dated December 15, 2018, from Joseph Guelli, Police Captain**
- ▢ **Email dated December 17, 2018, from Donald B. Scott Jr., President of 401 Worth Avenue Condo Association, Supporting the Club's Request**

TOWN OF PALM BEACH

Information for Town Council Meeting on: January 8, 2019

To: Mayor and Town Council

Via: Kirk W. Blouin, Town Manager

From: Jay Boodheshwar, Deputy Town Manager

Re: Special Event Permit and Road Closure Request for Everglades Club Centennial Gala Celebration

Date: December 28, 2018

STAFF RECOMMENDATION

Staff recommends that the Mayor and Town Council consider the request from the Everglades Club to waive certain requirements associated with the granting of a special event permit on Saturday, January 26, 2019, and a temporary road closure on the 400 block of Worth Avenue from Friday, January 25, 2019, at 9:00 a.m. to Sunday, January 27, 2019, at 2:00 p.m. for the Club's Centennial Gala Celebration.

GENERAL INFORMATION

In the attached email, dated November 30, 2018, from Jason Drobot, the Everglades Club has requested approval to temporarily close a portion of the 400 block of Worth Avenue (west of Coconut Row to the driveway of 425 Worth Avenue) to install of a 30 foot by 60 foot service tent for their Centennial Gala Celebration. Although the main event will be on the Club's property, the tent will provide necessary space for service and support for the Gala. Council approval is required for the following:

1. Permit a road closure on the 400 block of Worth Avenue as indicated on the attachments.
2. Since the location of the tent in question will be on public property, a special event permit is required. The total duration of the event will be in excess of the maximum five (5) hours permitted in section 106-257 of the Town Code, so waiver of this limitation is necessary.

SPECIAL CONSIDERATIONS

Due to the impacts of a road closure, key Town departments have reviewed the Club's request and have communicated closely with their representatives to ensure public safety and movement of traffic is not adversely compromised. Attached to this memo is back-up information from the PZB, Public Works, Fire-Rescue and Police departments, who are all satisfied with the Club's response to questions and proposed changes to the MOT plan, tent screening, special duty officer

assignments, etc. A public notice was also mailed to nearby property owners to ensure they are aware of the Club's request and Council's consideration thereof.

FUNDING/FISCAL IMPACT

The Everglades Club will provide a certificate of insurance naming the Town of Palm Beach as additional insured as required by the special event permit application. Costs for police and/or other required Town staff, that may be required, will be paid by the Everglades Club, along with all appropriate special event permit fees and deposits.

Attachments

cc: H. Paul Brazil, Director of Public Works
Darrell Donatto, Fire Rescue Chief
Nick Caristo, Acting Police Chief
Josh Martin, Director of Planning, Zoning, and Building
Kathleen Dominguez, Town Clerk

Jay Boodheshwar

From: jason@brasseuranddrobot.com
Sent: Friday, November 30, 2018 6:15 PM
To: Paul Reilly 2; Scott Lese; Craig Hauschild
Subject: Road Closure Request for Centennial Gala Support



Good afternoon Craig,

The Everglades Club would like to present for consideration a road closure request at the January 9th public hearing.

The temporary road closure will be for placement of a 30 foot by 60 foot service/support tent to be located on Worth Ave., west of Cocoanut Row and adjacent to the northwest corner of the Club's kitchen. This tent is required to provide service and support for the Club's centennial gala which will take place on club property January 26th, 2019.

A road closure is required in order to erect the tent, service the event and take down the tent. The Club respectfully requests the road be closed from Friday, January 25th, at 9:00 AM thru Sunday, January 27th, at 2:00 PM.

A maintenance of transportation plan will be provided with an explanation of how adjacent properties will be accommodated.

The Worth Avenue Association will be notified, a notice in the Towns paper will be provided and letters will be sent to adjacent properties located with the radius required.

Thank you very much for your help and support. I look forward to hearing from you and your advisement on how to proceed.

Regards,

Jason P. Drobot, R.A.

(O) 561-820-8088 (F) 561-820-8089
224 DATURA STREET, SUITE 311, WEST PALM BEACH, FL 33401

MEMORANDUM

TO: Jay Boodheshwar, Deputy Town Manager

FROM: Josh Martin, AICP, CNU-A, Director of Planning, Zoning & Building

RE: Waiver to Town Code for The Everglades Club to Close Worth Avenue West of Cocoanut Row

DATE: December 19, 2018

The Everglades Club requests approval to close 100 feet of Worth Avenue from Cocoanut Row to the driveway of 425 Worth Ave. from Friday January 25th, 2019 at 9:00 AM to Sunday January 27th, 2019 at 2:00 PM. The above right-of-way pavement area is needed to stage, assemble, and set up a 30-foot by 60-foot service/utility tent for the Club's Centennial Gala. For safety reasons, the road closure is being requested.

The applicant was required to notify property owners within a 750-foot radius of the closure of this request being present to Council on the 9th of January, 2018. Attached is a copy of the notification letter request from the applicant to the surrounding residents and property owners that describes the nature of the event, hours requested and the location of the tent. Residents to the west of the closure living on Worth Avenue were personally contacted.

December 5, 2018
Town of Palm Beach
Planning, Zoning, & Building Department
Attention: Craig A. Hauschild, P.E.
Ref: Special Event Road Closure

**NOTIFICATION TO SURROUNDING PROPERTIES OF AN AGENDA ITEM
FOR A ROAD CLOSURE OF WORTH AVENUE WEST OF COCOANUT ROW
TO THE EAST OF THE SOUTHEAST CURB CUT OF 425 WORTH AVE.**

Notice is hereby provided to all property owners' within 750' of the subject property listed below that an agenda item will be considered at the Town Council meeting on January 8, 2019, on or after **9:30 a.m.** for a road closure for the following described real property. The meeting will be held **IN THE TOWN COUNCIL CHAMBERS, 2ND FLOOR, TOWN HALL, 360 SOUTH COUNTY ROAD, PALM BEACH.**

Subject property address: 350 Worth Ave., Palm Beach, Florida, 33480

Owner: The Everglades Club

356 Worth Ave., Palm Beach FL, 33480

Scott Lese (General Manager) (561) 655-7810

Builder: Dosdourian Enterprises, Inc.

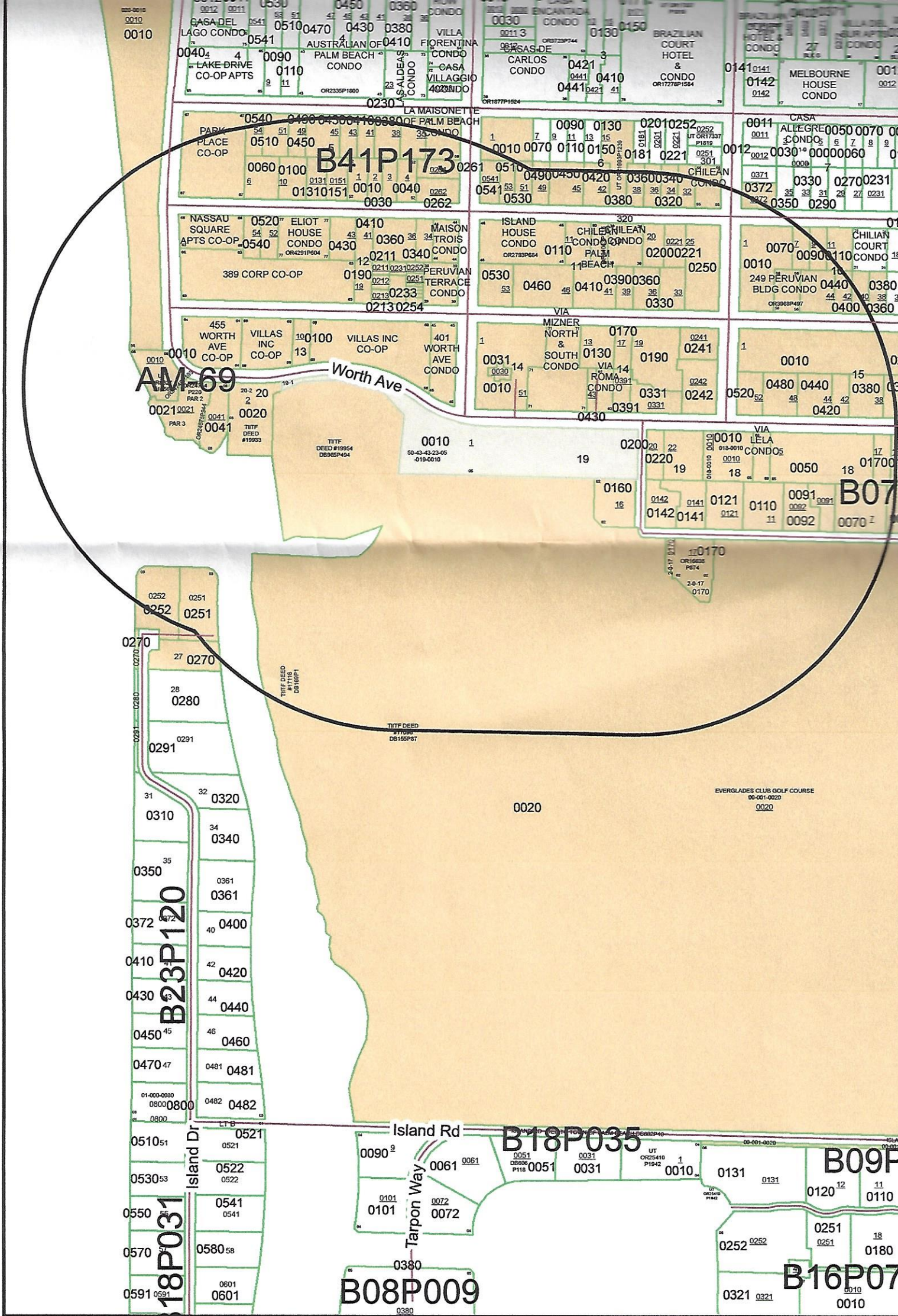
300 Prosperity Farms Road, Suite E, North Palm Beach, FL, 33408

Paul Reilly (561)-719-6259

Request approval of: The Everglades Club requests approval to close 100 feet of Worth Avenue from Cocconut Row to the driveway of 425 Worth Ave. (see attached map) from Friday January 25th, 2019 at 9:00 AM to Sunday January 27th, 2019 at 2:00 PM. The above right-of-way pavement area is needed to stage, assemble, and set up a 30-foot by 60-foot service/utility tent for the Club's Centennial Gala. For safety reasons, the road closure is being requested. The north sidewalk along Worth Avenue will remain open for pedestrian traffic. This controlled access area will be coordinated, executed and enforced by The Everglades Club Administration & Security with the assistance of The Town of Palm Beach Police.

All interested persons may appear and be heard at the Town Council meeting and may likewise submit written statements prior to and at said meeting. Written statements should be sent to The Town of Palm Beach, Planning, Zoning and Building Department, 360 South County Road, Palm Beach, Florida 33480 (attn. Craig Hauschild) or via email chauschild@townofpalmbeach.com

If you need further information relative to this project, please contact Craig Hauschild, P.E. Civil Engineer at 561-227-7042 or chauschild@townofpalmbeach.com



Dorothy Jacks, CFA
Palm Beach County
Property Appraiser

Notes:

Location: Downtown Service Center

0 115 230 460 690 920 Feet

Map Scale

Produced on: 12/5/2018

Key

Selected Parcels 10

Others 20



TOWN OF PALM BEACH

MEMORANDUM

TO: Jay Boodheshwar, Deputy Town Manager

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

RE: The Everglades Club Request to Close Worth Avenue West of Cocoanut Row

DATE: December 28, 2018

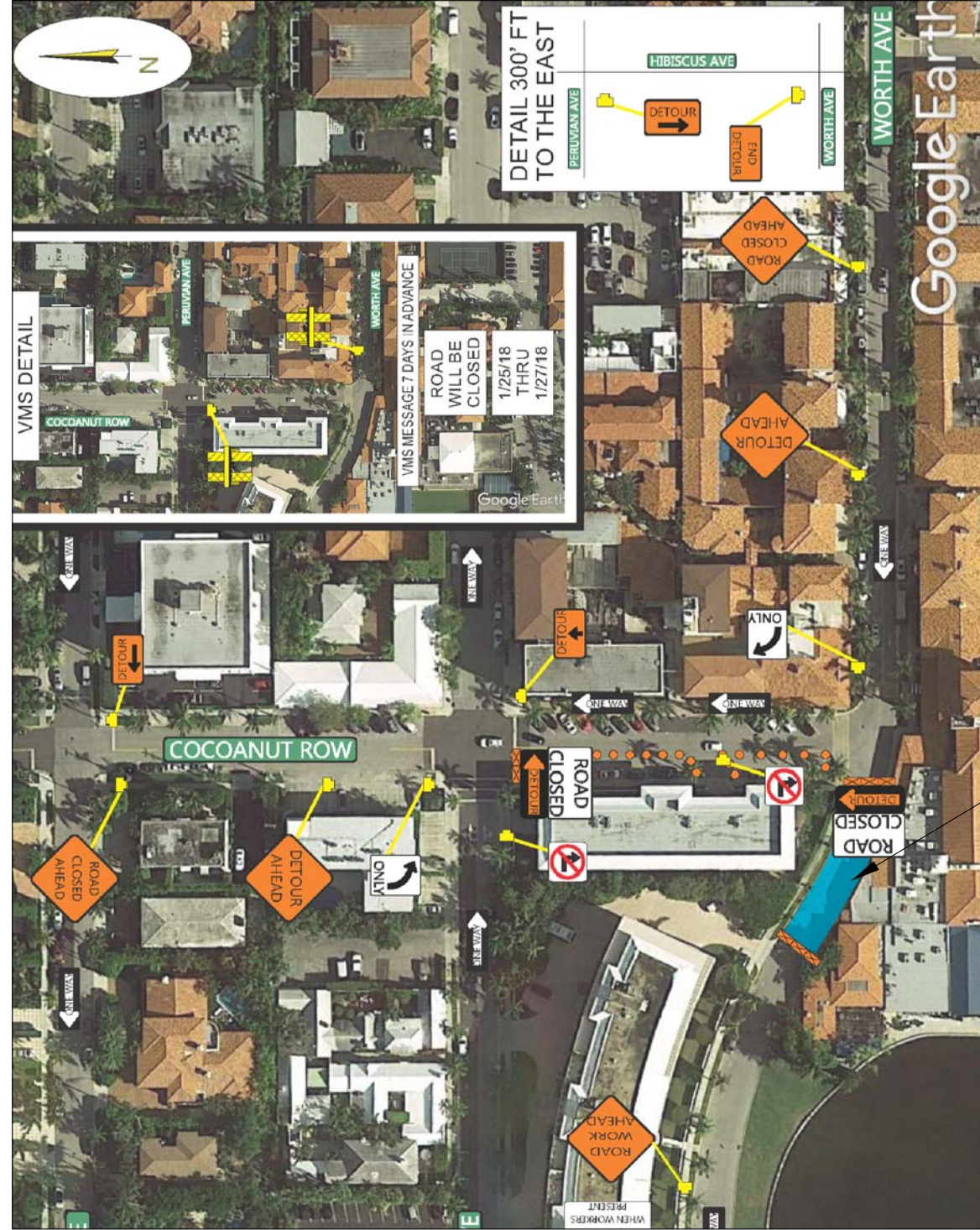
The Everglades Club requests approval to close 100 feet of Worth Avenue from Cocoanut Row to the driveway of 425 Worth Ave. from Friday, January 25th, 2019 at 9:00 a.m. to Sunday, January 27th, 2019 at 2:00 p.m. The above right-of-way pavement area is needed to stage, assemble, and set up a 30-foot by 60-foot service/utility tent for the Club's Centennial Gala. For safety reasons, the road closure is being requested.

The attached Maintenance of Traffic (MOT) plan identifies implementation of the proposed road closure. Worth Avenue from South County Road to Cocoanut Row will not be affected. The sidewalk on the north side of Worth Avenue adjacent to the tent will remain open. Worth Avenue from west of Cocoanut Row to South Lake Drive is proposed to be temporarily operated as a two way road utilizing off-duty officers and traffic channeling devices. Parking on Worth Avenue west of the tent, will be restricted. Based on previous experience with similar lane closures on Worth Avenue, Public Works believes that this is a reasonable plan.

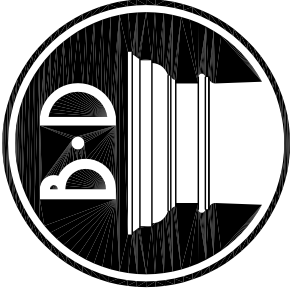
Attachments

HPB:ch

cc: Kirk Blouin, Town Manager
Josh Martin, AICP, CNU-A, Director of Planning, Zoning & Building Dept.
Wayne Bergman, Assistant Director of Planning and Zoning
Paul Castro, AICP, Zoning Administrator
Bill Bucklew, Building Official
Patricia Strayer, P.E., Town Engineer
Ben Alma, Code Enforcement Unit



TENT LOCATION
 TEMPORARY ROAD CLOSURE FOR THE EVERGLADES CLUB
 350 WORTH AVE. PALM BEACH, FLORIDA



BRASSEUR
 &
 DROBOT
 ARCHITECTS, P.A.

224 DATURA STREET - SUITE 311
 WEST PALM BEACH, FLORIDA 33401
 (O) 561-820-8088
 (F) 561-820-8089
 WWW.BRASSEURANDDROBOT.COM
 BR 0017698 BR 94843
 HCARB 60164 HCARB 67675
 BR 26001461

JOB #: 18-029
 DATE: 12-11-18
 DESIGNED BY:
 DRAFTED BY:
 CHECKED BY:

Notes for Figure 6H-19—Typical Application 19
Detour for One Travel Direction

Guidance:

- 1. This plan should be used for streets without posted route numbers.
- 2. On multi-lane streets, Detour signs with an Advance Turn Arrow should be used in advance of a turn.

Option:

- 3. The STREET CLOSED legend may be used in place of ROAD CLOSED.
- 4. Additional DO NOT ENTER signs may be used at intersections with intervening streets.
- 5. Warning lights may be used on Type 3 Barricades.
- 6. Detour signs may be located on the far side of intersections.
- 7. A Street Name sign may be mounted with the Detour sign. The Street Name sign may be either white on green or black on orange.

Standard:

- 8. When used, the Street Name sign shall be placed above the Detour sign.

DOSDOURIAN

ENTERPRISES, INC.

STRUCTURAL AND GEOTECHNICAL CONTRACTORS

ROAD CLOSURE FOR EVENT
WORTH AVE WEST OF COCOANUT ROW
PALM BEACH, FLORIDA

**Bob's BARRICADES** INC.



This Certifies that
Isaac Cross

Has Completed a Florida Department of Transportation
Approved Maintenance of Traffic (MOT) Advanced Course.

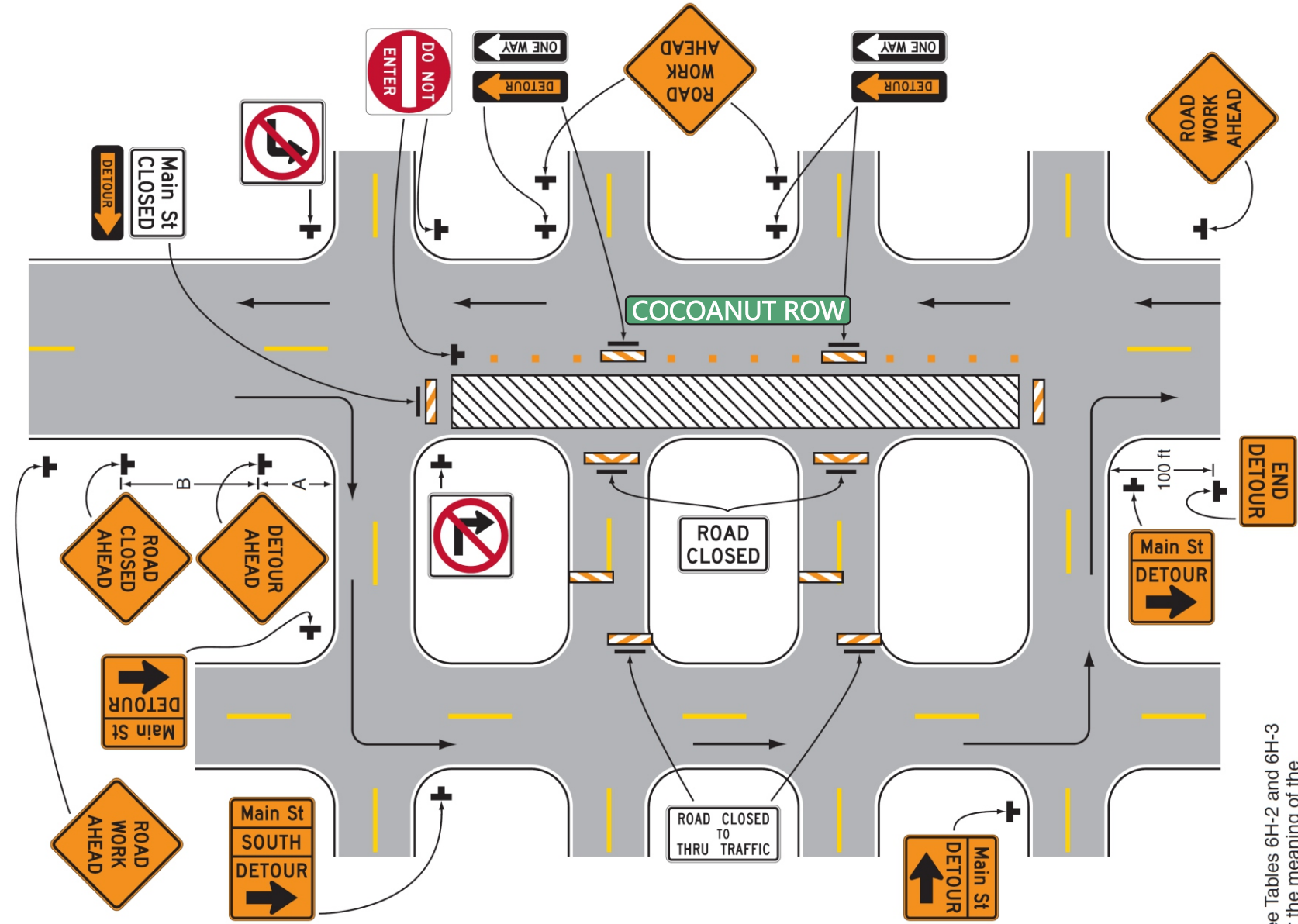
Date Expires 09/30/2020 Certificate # 21684

Instructor Ronald C. Appel FDOT Provider # 134

A&SW Consultants, Inc.
Phone: 386-788-9899
55 Inlet Harbor Rd. Ste.121
Port Orange, FL
www.FloridaMOT.com
nicolle@aswconsultants.com



Figure 6H-19. Detour for One Travel Direction (TA-19)



Note: See Tables 6H-2 and 6H-3 for the meaning of the symbols and/or letter codes used in this figure.

Typical Application 19

Date: December 14, 2018

To: Jay Boodheshwar, Deputy Town Manager

From: Marty DeLoach, Fire Marshal

Re: Everglades Club Special Event

The fire department wants to ensure that this special event, like all of the events in town, is safe.

The use of a large tent brings an array of concerns not only for the safety of the people inside the tent structure, but anyone walking around the tent. These tents often have supporting ropes/wires creating trip hazards. We have been in communication with representatives of the Everglades Club to ascertain their intended use of the tent and how they plan to perform the setup and dismantling of the tent upon conclusion of their event. We are requiring that the tent has exit signs and one 10 pound ABC fire extinguisher. I feel confident that they have implemented a good plan that will align with any concerns that are brought forward on behalf of the town.

They have provided an MOT for the event with details on the proposed road closure. I have walked the area and looked for access to fire hydrants as well as our ability to service all residents and visitors during the road closure. The fire department will be able to respond to Worth Avenue by driving west to Cocoanut Row and by driving east on the traditional one way portion of Worth Avenue from Peruvian Avenue and South Lake Drive. In the final version of the MOT we would like to see Dosdourian Enterprises, Inc. include the locations of the fire hydrants to help fire crews if there is an incident during the road closure.

The proposed special event has been reviewed by the fire department. We believe that we have the ability to service the attendees, our residents or visitors to the town as needed with the proposed plan and maintenance of traffic design.



TOWN OF PALM BEACH

POLICE DEPARTMENT

MEMORANDUM

TO: Jay Boodheshwar, Deputy Town Manager

VIA: Chief Caristo

FROM: Captain Joseph Guelli

DATE: December 15, 2018

SUBJECT: Everglades Club request for road closure

Jay,

Chief Caristo and I have reviewed the Everglades Club request and MOT to close 100 feet of Worth Avenue from Coconut Row west, to the driveway of 425 Worth Avenue, from Friday January 25, 2019, to Sunday January 27, 2019. We do not have any concerns as the request or MOT was presented. The only conditions for approval from the Police Department is that 2 special assignment detail officers be hired for the duration of the road closure.

From: jason@brasseuranddrobot.com <jason@brasseuranddrobot.com>
Sent: Wednesday, December 19, 2018 3:50 PM
To: Craig Hauschild <chauschild@TownOfPalmBeach.com>
Subject: [FWD: FW: from Don Scott / The Everglades Club partial Worth Ave closure request]



Hi Craig,

Thank you for your comments. We will revise the MOT plan and send back.

Please see the email of support we have received from the 401 Worth Avenue Condo. Assoc. below for your records.

Regards,

Jason P. Drobot, R.A.

----- Original Message -----

Subject: FW: from Don Scott / The Everglades Club partial Worth Ave closure request

From: Scott Lese <SlESE@theevergladesclub.org>

Date: Mon, December 17, 2018 3:08 pm

To: "jason@brasseuranddrobot.com"
<jason@brasseuranddrobot.com>

fyi

From: Donald Scott [<mailto:scot3391@bellsouth.net>]

Sent: Monday, December 17, 2018 2:44 PM

To: Scott Lese

Cc: scot3391@bellsouth.net

Subject: from Don Scott / The Everglades Club partial Worth Ave closure request

Dear Scott,

As the President of the 401 Worth Avenue Condominium Association, our board of directors and myself unanimously support the Club's request to close Worth Avenue west of Cocoanut Row for January 25-27 of 2019. If you need my reference or verbal support please don't hesitate to call. Also, if you need anything from our maintenance engineer please feel free to call me as well.

All The Best and Merry Christmas,

Donald B. Scott Jr

President

401 Worth Ave. Condo Association

561-797-9599

-

(O) 561-820-8088 (F) 561-820-8089
224 DATURA STREET, SUITE 311, WEST PALM BEACH, FL 33401

TOWN OF PALM BEACH

Town Council Meeting on: January 8, 2019

Section of Agenda

Board/Commission Annual Report

Agenda Title

Annual Report of the Recreation Advisory Commission.

Presenter

Matthew Smith, Chair

ATTACHMENTS:

- ▣ **Recreation Advisory Commission Annual Reort**

TOWN OF PALM BEACH

Information for Town Council Meeting on: January 8, 2019

To: Mayor and Town Council

Via: Kirk W. Blouin, Town Manager

From: Matthew Smith, Recreation Advisory Commission Chairperson

Re: Recreation Advisory Commission Annual Presentation

Date: January 2, 2019

GENERAL INFORMATION

The contents of the annual Recreation Advisory Commission (RAC) report include:

Commission Membership/Meetings

Par 3 Golf Course

Tennis Operations

Town Docks

Recreation Center

Morton and Barbara Mandel Recreation Center Update

FY2019 Budget Development and Re-Structuring of the Recreation Enterprise Fund

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 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	4/21
Carla Termini Cove	Regular Member	4/20
Alexandra Woodfield	Regular Member	4/21
Leslie Wytrzes	Regular Member	4/19

John C. Hartz, Jr.	Alternate Member	4/21
Grier Pressly	Alternate Member	4/19
Kristen Schonwald-Vila	Alternate Member	4/19

The new appointment to the Commission in 2018 was Kristen Schonwald-Vila who was appointed in January.

Par 3 Golf Course

The Par 3 Golf Course had another great year with 38,089 rounds of golf played during fiscal year 2018 (an increase of almost 5%). Tournaments continue to become more popular as the Par 3 played host to 93 tournaments and outings, the most in its history. The popularity of the golf lesson and clinic program has remained constant, with patrons providing consistently positive feedback concerning the quality of the lessons and the instructors.

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

Outstanding course conditions remain a priority at the Par 3 and the members of the Commission have provided input on budgetary expenses and fees, assisting in the establishment of a well-thought out budget. This input was included in the creation of a “Regular Weekend & Holidays” fee – these higher rates would be charged on Friday, Saturday, and Sunday and on all holidays. Additional fee modifications included the creation of an Off Season Pass Program and an increase in the rental club fee. The hard work and efforts has paid off, as the Palm Beach Par 3 continues to receive numerous accolades and earned the most revenue in its history, more than \$2,245,000.

Additionally, several projects were completed. Among them, the new clubhouse was painted inside and outside, subway tile was installed in both restrooms, the AC air condensers were replaced, and upgraded Wi-Fi installed. For the golf course itself, among the projects was laser leveled 18 tees, removing a portion of cattails from the west lake, replaced the synthetic turf on the driving range, trimmed all trees and mangroves on property in-house, and verti-cut tees and fairways.

Tennis Operations

Lesson and clinic participation remains good, with town revenue from the teaching contract with DM Tennis Enterprises increasing almost 5% over FY2017. Participants continue to provide positive feedback about the high level of quality and professionalism in the instructor team. The RAC assisted with the tennis fee structure, which included an increase to all daily passes of \$.50, and Play Passes of \$6.00 each.

As noted last year, Phipps Ocean Park Tennis Center sustained considerable damage from Hurricane Irma in the fall of 2017, which closed the facility for the first several weeks of

FY2018 (the storm caused large amounts of sand to be deposited on the courts, which resulted in the need for the courts to be professionally resurfaced). This, in conjunction with the construction in Seaview Park, has had an effect on revenue and participation 2018. Impacts from the construction are ongoing. Some of the more notable impacts include most team tennis matches now being played at Phipps Ocean Park Tennis Center; Seaview Park court #1 can only be used for teaching as it has a safety barrier for the construction of a new viewing pavilion, and parking limitations. An arrangement was made for a temporary sewer line to be connected to the restrooms, allowing them to function normally, at least through season, until the complete renovation of the existing pro-shop commences. Despite all, participants continue to note the high quality of court conditions.

Town Docks

The Town Docks have continued to exceed cost recovery goals and recorded the most revenue in its history, more than \$4,084,000. Annual occupancy has remained steady at 94%. A total of 285 transient vessels were docked for 2,089 nights – a more than 14.5% increase from the previous fiscal year. Staff continues to address maintenance needs of the aging facility. One of the primary projects in 2018 was the upgrade to the Wi-Fi. Fees were reviewed throughout the year and increases were made to the utility fee for transient boats, the institution of late fees, and an increase in general dockage rates.

Regarding the Master Plan for the Town Docks and Accessory Structures, a series of outreach meetings were conducted in an effort to gather public input. These sessions included discussions with the following:

- Mayor and Town Council
- Royal Park Homeowner's Association Focus Group
- Dock Patron Focus Group
- Recreation Advisory Commission presentation and Public Meeting

At the April 10, 2018, Town Council approved a dock layout, which had earlier been endorsed by the RAC. Additionally, in September 2018, companies were selected for environmental permitting consulting services (Edgewater Resources LLC) and for design, bid and construction phase engineering services (W.F. Baird and Associates). This project continues to move forward.

Recreation Center

The Recreation Center offered more programs and sessions this past year, and enhanced several other programs, than the previous fiscal year. However, the closing of the Recreation Center in late July did limit program opportunities in the summer and fall sessions. Staff continue to solicit feedback from residents and the RAC on program opportunities and collaborate with the RAC, enhancing recreation opportunities.

Morton and Barbara Mandel Recreation Center Update

In 2014, the RAC began discussions regarding the need for a long-term 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. Ongoing feedback received from residents, ARCOM and the

Recreation Advisory Commission have been instrumental in the continuing development of the project plans.

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 litigation stalled the project, but was ultimately dismissed, and the project moved forward. The Recreation Center was closed in late July and demolition commenced in August.

A groundbreaking ceremony for the new Morton and Barbara Mandel Recreation Center took place on October 22, offering the opportunity to formally thank the Town's partners - the Morton and Barbara Mendel Family Foundation and the Friends of Recreation, each contributing one-third of the total cost - and the community to get a glimpse of the ongoing construction. The ceremony included the Pledge of Allegiance led by students from the Palm Beach Day Academy and the Palm Beach Public School, comments from Mayor Gail Coniglio, Town Council President Danielle Moore, Friends of Recreation Chairman Matthew Smith, and Vice Chairman Michael Ainslie, and Mr. Morton Mandel. Currently, the constructions is on task and scheduled to be completed in the fall of 2019.

FY2019 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. The RAC provided feedback and recommendations in addition to supporting staff recommended fee increases at the Tennis, Town Docks, and the Par 3 Golf Course. Starting with the FY2019 budget, the Palm Beach Par 3 Golf Course and Town Docks are in two separate independent business enterprise funds, while Recreation Administration, Recreation Center, and Tennis were moved to the General Fund.

Conclusion

The members of the RAC had a very productive year and are looking forward to a very exciting 2019. With the construction of the Morton and Barbara Mandel Recreation Center opening next fall, exciting opportunities will present themselves to the residents and visitors. The Commission is optimistic about the future and is committed to working with the staff to meet any challenge which may present itself. We are involved in an ongoing dialogue concerning the role of recreation in the Town of Palm Beach. We are dedicated to assisting in any way necessary, as we plan for the future.

cc: 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 8, 2019

Section of Agenda

Committee Reports

Agenda Title

Report of the Ordinances, Rules and Standards Committee Meeting Held on December 6, 2018.

Presenter

Julie Araskog, Chair

ATTACHMENTS:

- **Report of the December 6, 2018 Ordinances, Rules and Standards Committee Meeting**



TOWN OF PALM BEACH

Town Clerk's Office

REPORT OF THE ORDINANCES, RULES AND STANDARDS COMMITTEE MEETING HELD ON THURSDAY, DECEMBER 6, 2018

I. CALL TO ORDER AND ROLL CALL

The Ordinances, Rules and Standards Committee (ORS) meeting was called to order on Thursday, December 6, 2018, at 9:30 a.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 Committee Member Crampton, and was seconded by Chair Araskog, to approve the Agenda. On roll call, the motion passed unanimously.

III. COMMUNICATIONS FROM CITIZENS – None

IV. REGULAR AGENDA

A. Old Business

1. Update on Effort to Affect Changes to Florida Fish and Wildlife Commission Regulations, Relative to Shark Fishing.

Deputy Town Manager Jay Boodheshwar provided an update on the Town's efforts to regulate shark fishing and overnight camping on the town's beaches. He informed the committee that draft regulations will be heard by the Florida Fish and Wildlife Commission (FWC) at their December meeting.

Bill Metzger, 277 Esplanade Way, inquired about enforcement of the regulations.

2. Further Discussion and Review of Ordinance No. 21-2018, Amending the Code of Ordinances at Chapter 66, Article IV.

1 Deputy Town Manager Boodheshwar provided an overview of the
2 modifications that were made to the Ordinance based on the feedback
3 received from the Town Council at the November meeting.
4

5
6 Josh Martin, Director of Planning, Zoning and Building, provided an
7 overview of the Ordinance and proposed amendments to Chapter 66.
8

9 The following persons spoke regarding the landscaping and hatracking
10 regulations:
11

12 Jorge Sanchez, SMI Landscape Architects
13 Keith Williams, Nievera Williams Design
14 Mario Nievera, Nievera Williams Design
15

16 **Motion was made by Committee Member Crampton and was seconded**
17 **by Committee Chair Araskog, to present the modified Ordinance to the**
18 **Town Council, only to include the section on Ficus Benjamina and such**
19 **other definitions that are consistent with the change. On roll call the**
20 **Motion passed unanimously.**
21

22 Chair Araskog read letters regarding native species and shade trees from
23 the following residents:
24

25 Kim Frisbee
26 Elizabeth Dowdle
27 John David Corey
28 Florence Gripon (for Susan Durst), 250 Angler Ave
29

30 B. New Business

31
32 1. Review and Approval of the Tentative 2019 Meetings Dates for the ORS
33 Committee.
34

35 The following is the tentative meeting schedule for 2019:
36

37 February 7, 2019
38 March 7, 2019
39 April 4, 2019
40 May 2, 2019
41 June 6, 2019
42 September 5, 2019
43 October 3, 2019
44 November 7, 2019
45 December 5, 2019
46

47 V. ANY OTHER MATTERS
48

1 Director Martin provided an update on scooter sharing. Deputy Town Manager
2 Boodheshwar reminded the committee that the scooter issue was a matter for the Planning
3 and Zoning Commission.
4

5 **VI. ADJOURNMENT**
6

7 There being no further business to discuss, the December 6, 2018 Ordinances, Rules and
8 Standards Committee Meeting was adjourned at 11:15 a.m.
9

10
11 APPROVED:
12
13

14 _____
15 Julie Araskog
16 Chair
17

18 ATTEST:
19
20

21 _____
22 Kathleen Dominguez
23 Town Clerk
24
25

26 _____
27
28 Date

TOWN OF PALM BEACH

Town Council Meeting on: January 8, 2019

Section of Agenda

Regular Agenda - Old Business

Agenda Title

Town-wide Undergrounding Project

Review of Project and Dashboard, Summary of Project Status

Presenter

Steve Stern, Underground Utilities Project Manager

ATTACHMENTS:

- ▣ **Project Review and Status Summary**

TOWN OF PALM BEACH

Information for Town Council Meeting on: January 8, 2019

To: Mayor and Town Council

Via: Kirk W. Blouin, Town Manager

From: **Steven Stern, Underground Utilities Project Manager**

Re: Utility Undergrounding Project Report

Date: December 21, 2018

I. Communications

Recent Events

- Phase 1, 2, 3 - South: Cup of Joe with Bo & Town Staff, Friday January 4, 2019.
Location: South Fire Station
- Phase 1, 2, 3 North: Coffee with the Crew & Town Staff, Monday January 7, 2019.
New Location - Palmo Way – Near the Pump Station

Upcoming Events

- Undergrounding Community Meeting, Tuesday, Jan 29, 2019 at Townhall

Hazard Mitigation Grant Program

- On Dec 18th, Town Staff submitted our RFI response as requested by the Florida Department of Emergency Management for the HMGP IRMA disaster (HMGP-4337).

II. Progress Summary:

Construction progress:

Phase 1 North Construction:

- FPL subscriber conversions expected to begin in January.
 - All FPL punch list items are complete.
 - Switching orders received on Dec 20.
 - The construction manager will notify property owners and residents by phone, email or door hanger of upcoming cutovers. A map and schedule by specific street is being developed and will be widely communicated.
- ATT communicated installation activities will begin in February 2019.
- Comcast conversions to the underground system will occur in 1Q.
- Final pole removal and landscape remains on target for May 2019.
- Landscaping planned to be installed after utility subscriber cutovers. There may be exceptions based on proximity of poles to be removed.

Phase 1 South Construction:

- Subscriber conversions are on hold pending FPL approval.
 - The December walkthrough with FPL generated a punch list which is being worked by the contractors and staff.
- ATT communicated installation activities expected to begin in February 2019.
- Comcast conversions to the underground system are planned for 1Q.
- Final pole removal and landscape remains targeted for May 2019.
- Landscaping planned to be installed after utility subscriber cutovers. There may be exceptions based on proximity of poles to be removed.

Phase 2 North Construction:

- Horizontal directional drilling continued through November.
 - North Lake Way primary conduit installations are complete.
 - The crews will begin activities on North Ocean Blvd in January.

Phase 2-3 South Construction:

- CMAR Proposals received Nov 14.
- Selection committee meeting occurred on December 13 and evaluated seven proposals. A short list of 5 was generated and invited to present to the committee on January 10.
- Award recommendation will be on the February Town Council Agenda.

Design & Easement Progress:**Phase 2:**

- Phase 2 North Design is 99% complete
- Phase 2 South Design is 93% complete

Easement Status:

- Phase 2 North: 86% of easements approved
- Phase 2 South: 77% of easements approved

Phase 3:

- Phase 3 North Design is 59% complete
- Phase 3 South Design is 50% complete
- Phase 3 design is currently behind schedule. Due to hurricane drawing resources to the panhandle, Comcast has been unable to meet the schedule for their design and 8 weeks delayed. This may delay delivery of the CMAR's subcontractor bid packages.

Easement Status:

- Phase 3 North: 11% of easements approved
- Phase 3 South: 3% of easements approved

Easement acquisition for Phase 3 has been challenging primarily due to slower than expected owner responses to initial easement letters.

Phase 4:

- Phase 2 North Design is 25% complete
- Phase 2 South Design is 22% complete

Easement Status: Not Started

III. Phase 2 North - Chicane/ Street Choker - Progress Summary:

Status summary (as of Nov 30):

- a) Esplanade Way:
 - Verbal approval. 230 Esplanade Way.
 - Easement document remains pending owner signature.
- b) Reef Road:
 - Easement Recorded. 151 & 153 Reef Rd agreed to split the easement.
- c) Angler Ave:
 - Verbal approval. 235 Angler Ave.
 - Generating easement document for owner review.
- d) Dolphin Road:
 - Verbal approval. 157 Dolphin Rd.
 - FPL approved requested variance for clear space.
 - Generating easement document for owner review.
- e) Seagate Road:
 - Owner decision pending.
 - A second on site easement meeting is scheduled for Jan 3 with the owner of 135 Seagate.
- f) Ocean Terrace:
 - 235 Ocean Terrace. Owner requires transformer placement behind a gate in an area of the property previously rejected by the engineer. FPL manager again has declined request for variance.



Underground Utility Task Force Monthly Progress Report January 2019

Table of Contents

Dashboard – Phase 1 & 2 Construction and Phase 2, 3, 4 Design

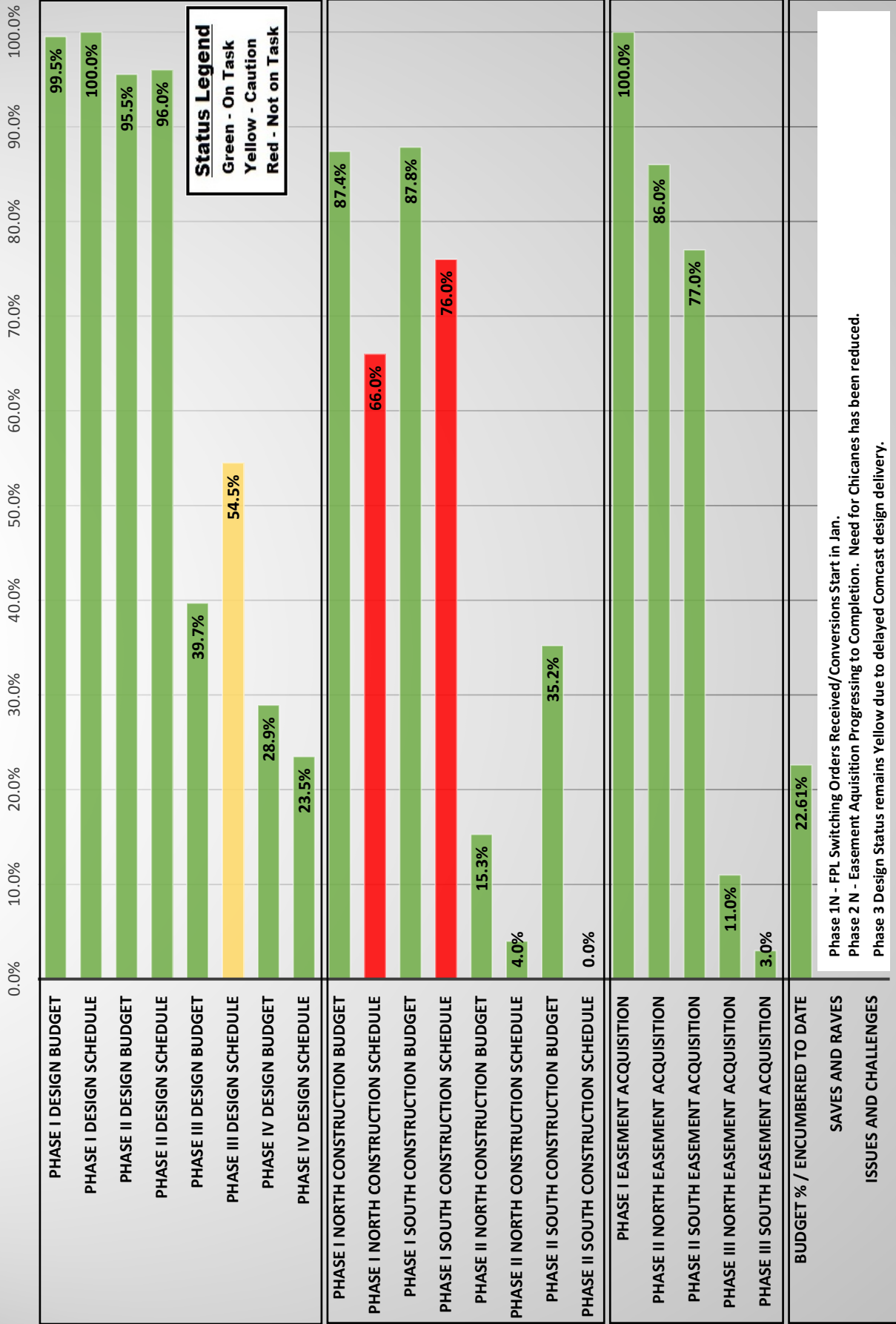
1. Kimley-Horn Progress Report Phase 2
2. Kimley Horn Progress Report Phase 3
3. Kimley Horn Progress Report Phase 4
4. Phase 2 Design Gantt Chart
5. Phase 3 Design Gantt Chart
6. Phase 4 Design Gantt Chart
7. Burkhardt Executive Project Summaries & Schedule – Phase 1N & 2N
8. Whiting Turner Executive Summary – Phase 1S
9. Project Financial Report
10. Interest Rate Forecast

Dashboard Notes:

- Overall Budget represents the percentage encumbered to date versus the total project budget of \$102 million.

Prepared by the TMO & Finance Departments
December 21, 2018

Town of Palm Beach - Underground Utility Project Dashboard - Jan '19





Town-Wide Undergrounding - Phase 2 Design
KHA Project #044063202
December 2018 Progress Report
Period: November 26, 2018 to December 25, 2018

I. Scope Update

A. General

- Schedule: Project schedule progress is shown below.
 - Phase 2 North Design is 99% complete
 - Phase 2 South Design is 93% complete
- Budget: Project is on budget as of December 15, 2018
 - Phase 2 North Design is at 90% of total task budget
 - Phase 2 South Design at 87% of total task budget
- Easement Status
 - Phase 2 North: 86% of easements approved
 - Phase 2 South: 77% of easements approved

B. Detailed Design Phase

- Subconsultant/utility owner coordination related to Phase 2 Design revisions and construction.
- Continued modification of construction plans based on easement acquisition process.
- Continued coordination with Comcast, AT&T and FPL to finalize Conduit Plans for Phase 2 South.
- Submitted the FDOT Phase 2 South Landscape Permit application
- Continued resident meetings for easement acquisition in Phase 2 North and Phase 2 South.
- Attendance at FDOT Coordination meeting
- Attendance at Progress Meeting with Town and Utility Owners
- Prepare and submit legal sketches and descriptions for approved easements.
- CMAR procurement for Phase 2 South in progress

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

A. Detailed Design Phase

- Continue resident meetings to discuss easements in Phase 2 North and Phase 2 South.
- CMAR Procurement Assistance (Phase 2 South)
- Progress Meeting Attendance



Town-Wide Undergrounding - Phase 3 Undergrounding
KHA Project #044063215
December 2018 Progress Report
Period: November 26, 2018 to December 25, 2018

I. Scope Update

A. General

- Schedule: Project schedule progress is shown below.
 - Phase 3 North Design is 59% complete *
 - Phase 3 South Design is 50% complete *
 - Budget: Project is on budget as of December 15, 2018
 - Phase 3 North Design is at 33% of total task budget
 - Phase 3 South Design at 35% of total task budget
 - Easement Status
 - Phase 3 North: 11% of easements approved
 - Phase 3 South: 3% of easements approved
- * Phase 3 is currently behind schedule. Due to hurricane impacts drawing resources to the panhandle, Comcast has been unable to meet the schedule for their design.

B. Detailed Design Phase

- o Continued Subconsultant/utility owner coordination related to Phase 3 Undergrounding.
- o Continued review of Phase 3 existing survey files received from the Town, edit base file based on additional utility record information received.
- o Continued Progress on development of Preliminary Equipment Location Plan for Phase 3 South
- o Reviewed updated preliminary conduit/equipment plan submitted by FPL for Phase 3 South.
- o Progress Meeting Attendance.
- o Continued development of Phase 3 North and South easement exhibits and submittal to Town.
- o Coordination and research related to Private Streets and existing utility easement use in Phase 3 South.
- o Site visits to discuss easement requests in Phase 3 North and South.
- o Site visit to review closed delta service at 15 Golfview Avenue.
- o Progress on development of Preliminary Landscaping and Commercial Service sizing plans.

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

A. Detailed Design Phase

- o Submittal of balance of easement exhibits based on new equipment locations received from FPL – Phase 3 North and South
- o Continued Easement meetings with property owners – Phases 3 North and South
- o Continued Progress on Conduit Plans for Phase 3 North and South.
- o Progress Meeting Attendance



Town-Wide Undergrounding - Phase 4 Undergrounding
KHA Project #044063219
December 2018 Progress Report
Period: November 26, 2018 to December 25, 2018

I. Scope Update

A. General

- **Schedule:** Project schedule progress is shown below.
 - Phase 4 North Design is 25% complete
 - Phase 4 South Design is 22% complete
- **Budget:** Project is on budget as of December 15, 2018
 - Phase 4 North Design is at 21% of total task budget
 - Phase 4 South Design at 22% of total task budget
- **Easement Status**
 - Phase 4: N/A, will provide status when this work begins

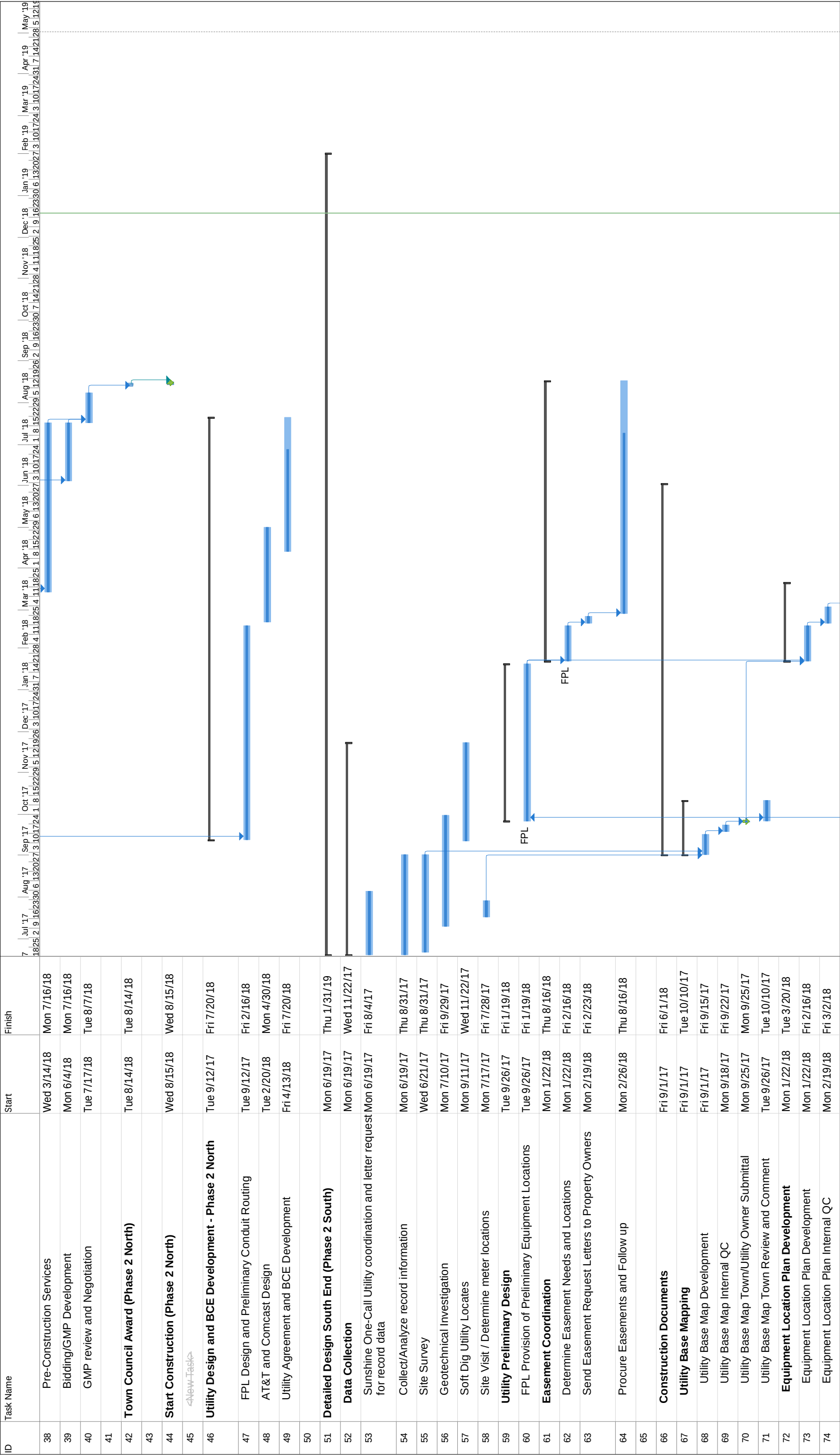
B. Detailed Design Phase

- o Subconsultant coordination related to Phase 4 Undergrounding
- o Utility owner coordination related to Phase 4 Undergrounding
- o Progress Meeting

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

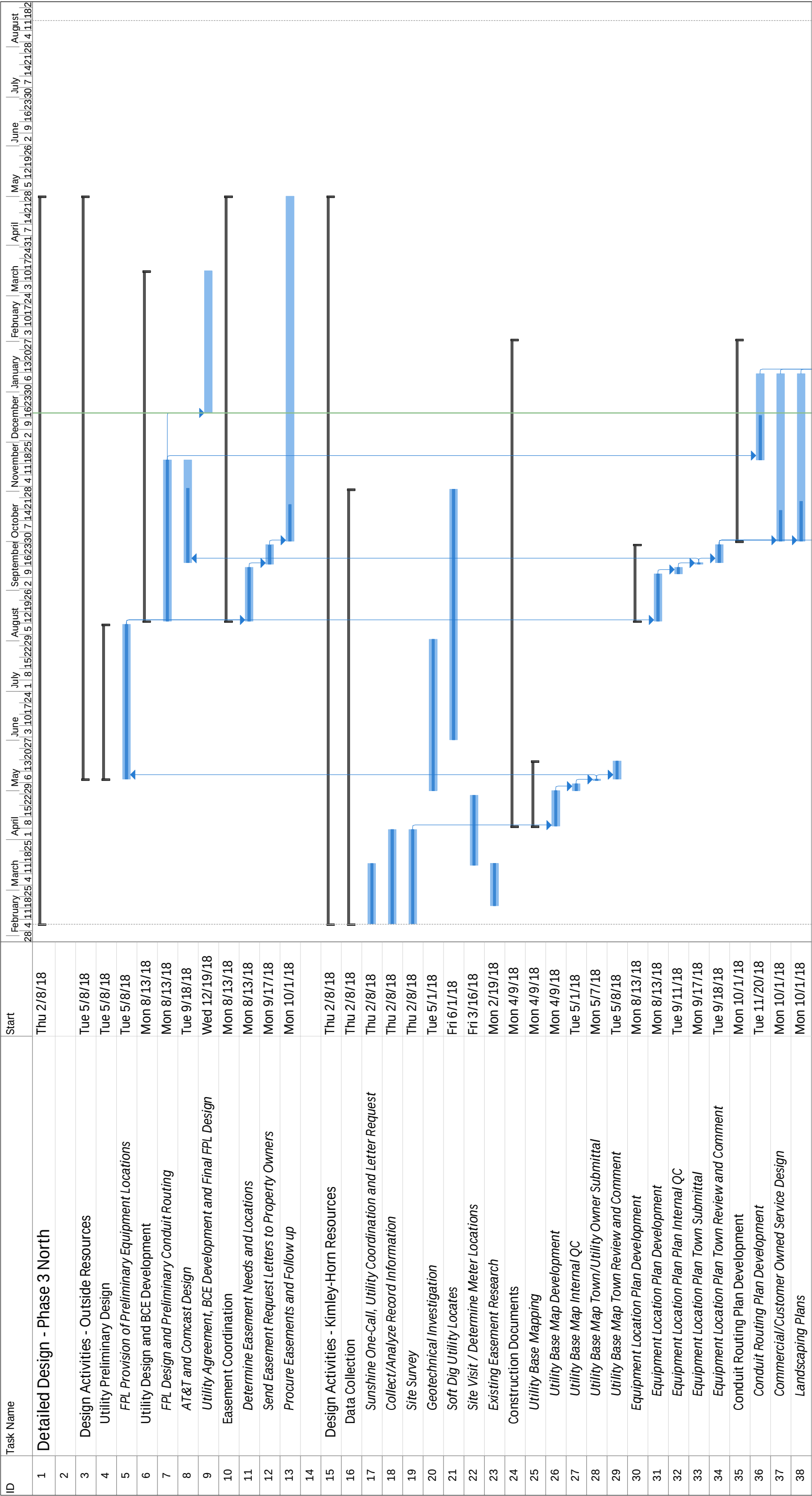
A. Detailed Design Phase

- o Continued Subconsultant/utility owner coordination related to Phase 4 Undergrounding
- o Development of Phase 4 Street Light Exhibits
- o Receive preliminary equipment locations from FPL
- o Progress Meeting



ID	Task Name	Start	Finish
75	Equipment Location Plan Town Submittal	Mon 3/5/18	Mon 3/5/18
76	Equipment Location Plan Town Review and Comment	Tue 3/6/18	Tue 3/20/18
77	Conduit Routing Plan Development	Tue 3/6/18	Fri 6/1/18
78	Conduit Routing Plan Development	Tue 3/6/18	Fri 5/18/18
79	Commercial/Customer Owned Services Design	Tue 3/6/18	Fri 5/4/18
80	Landscaping Plans	Mon 4/2/18	Fri 5/18/18
81	Technical Specifications	Mon 4/2/18	Fri 5/18/18
82	Conduit Routing Plan Internal QC	Tue 5/22/18	Thu 5/31/18
83	Conduit Routing Plan Town Submittal	Fri 6/1/18	Fri 6/1/18
84			
85	Permitting Assistance - Phase 2 South	Tue 5/1/18	Thu 1/31/19
86	FDOT Utility Permit application	Tue 5/1/18	Tue 5/15/18
87	FDOT Permit Application Review Process	Wed 5/16/18	Tue 7/17/18
88	FDOT Landscape Permit and Construction Agreement/MMOA	Mon 10/1/18	Mon 10/22/18
89	FDOT Landscape Permit and Construction Agreement/MMOA Review Process	Thu 11/1/18	Thu 1/31/19
90			
91	Bid Phase - Phase 2 South	Mon 1/8/18	Fri 8/31/18
92	Advertisement for CMAR Procurement	Mon 1/8/18	Wed 2/7/18
93	CMAR Recommendation and Award	Thu 2/8/18	Tue 3/13/18
94	Pre-Construction Services	Wed 3/14/18	Mon 7/16/18
95	Bidding/GMP Development	Mon 6/4/18	Mon 8/20/18
96	GMP review and Negotiation	Tue 8/21/18	Fri 8/31/18
97	<New Task>		
98	Utility Design and BCE Development - Phase 2 South	Tue 9/26/17	Fri 7/20/18
99	FPL Design and Preliminary Conduit Routing	Tue 9/26/17	Fri 2/16/18
100	AT&T and Comcast Design	Tue 3/6/18	Mon 5/7/18
101	Utility Agreement and BCE Development	Fri 4/13/18	Fri 7/20/18
102			
103	UUTF Bid Award Review (Phase 2 South)	Tue 4/2/19	Tue 4/2/19
104			
105	Town Council Award (Phase 2 South)	Tue 4/9/19	Tue 4/9/19
106			
107	Start Construction (Phase 2 South)	Wed 5/1/19	Wed 5/1/19

TCM Backup 01-08-19



Project: Phase 3 Detailed Design
Date: Wed 12/19/18

Task

Split

Milestone

Summary

Project Summary

Inactive Task

Inactive Milestone

Inactive Summary

Manual Task

Duration-only

Manual Summary Rollup

Manual Summary

Start-only

Finish-only

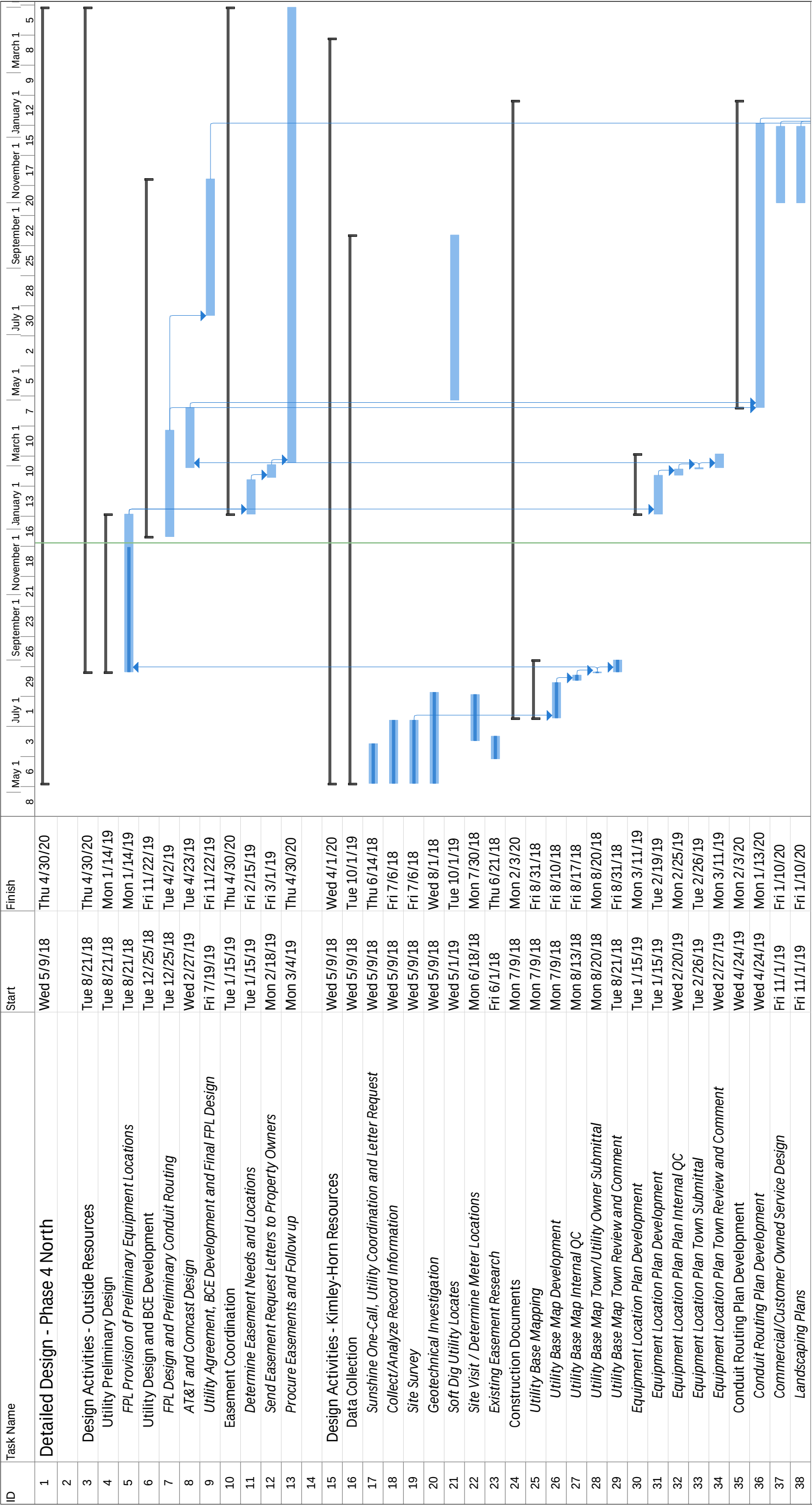
External Tasks

External Milestone

Deadline

Progress

Manual Progress



Project: Phase 4 Detailed Design
Date: Wed 12/19/18

Task

Project Summary

Inactive Task

Inactive Milestone

Inactive Summary

Manual Task

Duration-only

Manual Summary Rollup

Manual Summary

Start-only

Finish-only

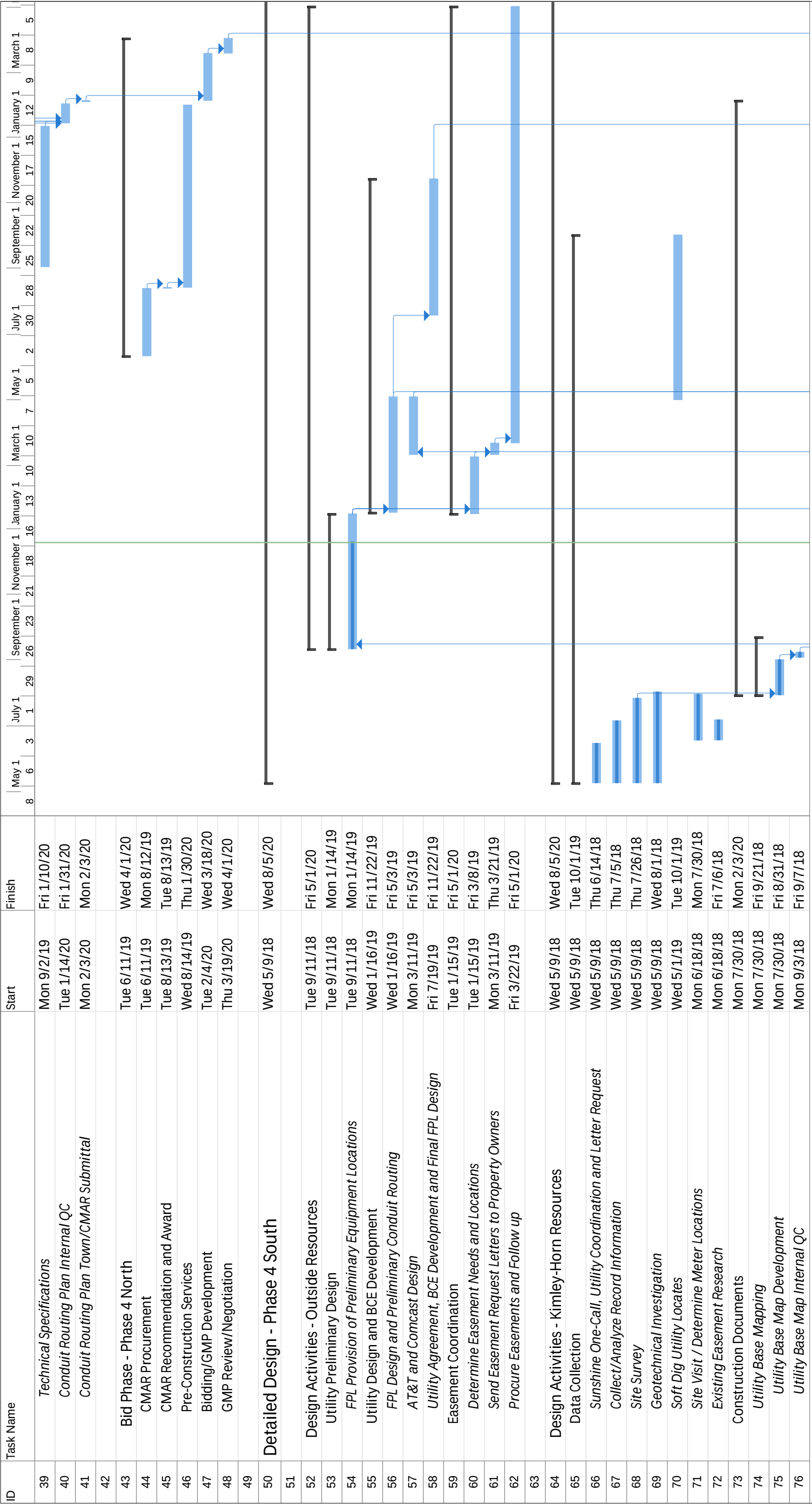
External Tasks

External Milestone

Deadline

Progress

Manual Progress



Project: Phase 4 Detailed Design
Date: Wed 12/19/18

Task

Task

Split

Milestone

Summary

Project Summary

Inactive Task

Inactive Milestone

Inactive Summary

Manual Task

Duration-only

Manual Summary Rollup

Manual Summary

Start-only

Finish-only

External Tasks

External Milestone

Deadline

Progress

Manual Progress

ID	Task Name	Start	Finish	May 1 8	May 1 6	May 1 3	July 1 1	September 1 26	September 1 23	November 1 18	January 1 16	January 1 13	March 1 10	May 1 7	May 1 5	July 1 30	September 1 25	November 1 20	January 1 15	January 1 12	March 1 9	March 1 8	March 1 5
77	Utility Base Map Town/Utility Owner Submittal	Mon 9/10/18	Mon 9/10/18																				
78	Utility Base Map Town Review and Comment	Tue 9/11/18	Fri 9/21/18																				
79	Equipment Location Plan Development	Tue 1/15/19	Thu 3/21/19																				
80	Equipment Location Plan Development	Tue 1/15/19	Fri 3/1/19																				
81	Equipment Location Plan Plan Internal QC	Mon 3/4/19	Thu 3/7/19																				
82	Equipment Location Plan Town Submittal	Fri 3/8/19	Fri 3/8/19																				
83	Equipment Location Plan Town Review and Comment	Mon 3/11/19	Thu 3/21/19																				
84	Conduit Routing Plan Development	Mon 5/6/19	Mon 2/3/20																				
85	Conduit Routing Plan Development	Mon 5/6/19	Fri 1/10/20																				
86	Commercial/Customer Owned Service Design	Fri 11/1/19	Fri 1/10/20																				
87	Landscaping Plans	Fri 11/1/19	Fri 1/10/20																				
88	Technical Specifications	Mon 9/2/19	Fri 1/10/20																				
89	Conduit Routing Plan Internal QC	Mon 1/13/20	Fri 1/31/20																				
90	Conduit Routing Plan Town Submittal	Mon 2/3/20	Mon 2/3/20																				
91																							
92	Permitting Activities - Phase 4 South	Mon 1/20/20	Wed 8/5/20																				
93	FDOT Utility permit Application	Mon 1/20/20	Fri 1/31/20																				
94	FDOT Utility permit Application Review Process	Mon 2/3/20	Fri 4/3/20																				
95	FDOT Landscaping Permit Application	Mon 1/20/20	Fri 1/31/20																				
96	FDOT Landscaping Permit Application Review and MMOA Execution Process	Mon 2/3/20	Wed 8/5/20																				
97																							
98	Bid Phase - Phase 4 South	Tue 6/11/19	Wed 4/1/20																				
99	CMAR Procurement	Tue 6/11/19	Mon 8/12/19																				
100	CMAR Recommendation and Award	Tue 8/13/19	Tue 8/13/19																				
101	Pre-Construction Services	Wed 8/14/19	Thu 1/30/20																				
102	Bidding/GMP Development	Tue 2/4/20	Wed 3/18/20																				
103	GMP Review/Negotiation	Thu 3/19/20	Wed 4/1/20																				
104																							
105	UUTF GMP Review (Phases 4 North and South)	Tue 4/7/20	Tue 4/7/20																				
106																							
107	Town Council GMP Review and Award (Phases 4 North and South)	Tue 4/14/20	Tue 4/14/20																				
108																							
109	Start Construction (Phases 4 North and South)	Fri 5/1/20	Fri 5/1/20																				

Project: Phase 4 Detailed Design Date: Wed 12/19/18	Task	Project Summary	Manual Task	Start-only	Deadline
	Split	Inactive Task	Duration-only	Finish-only	Progress
	Milestone	Inactive Milestone	Manual Summary Rollup	External Tasks	Manual Progress
	Summary	Inactive Summary	Manual Summary	External Milestone	

Vincent G. Burkhardt
President



Executive Summary

Vincent G. Burkhardt
President



Executive Summary
For
November 2018

Project Description

Townwide Overhead Utility Undergrounding
Phase 1 North
P.O. # 171308

Project Status:

At the beginning of November a field walk through was conducted with representatives from FPL, Town of Palm Beach, Kimley-Horn, and Burkhardt Construction. At the walk through FPL reviewed the work that was completed and made comments on additional work or corrective work that need to be completed prior to release of power. Curbs were poured at the transformer locations per the design and also at the locations that FPL had requested at the walk through. All corrective work was also completed by the end of the month. At the present time we are awaiting switching orders so the secondary service conversion can begin.

At the present time COMCAST & AT&T are scheduled to have their systems in place by the end of January 2019.

The project continues to remain within budget and finished on schedule for the work that was controlled by Burkhardt Construction. The remaining FPL work will begin once the switching orders are given by FPL.

****The work as show in line item numbers 19, 20, 21, and 24 in our included schedule are delayed due to the Town's negotiations with AT&T and COMCAST.****

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

ID	Task Name	% Complete	Duration	Start	Finish	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	2019 Jan	Feb
1	Phase I - NORTH	66%	420 days?	Mon 6/12/17	Fri 1/18/19										
2	Fully Executed Non-GAF Agreement	100%	23 days	Mon 6/12/17	Wed 7/12/17										
3	Copy Of Executed Easements	100%	23 days	Mon 6/12/17	Wed 7/12/17										
4	Fully Executed Applicant Installed Agreement With FPL	100%	23 days	Mon 6/12/17	Wed 7/12/17										
5	Fully Executed R/O/W Agreement With FPL	100%	23 days	Mon 6/12/17	Wed 7/12/17										
6	Fully Executed Agreement With COMCAST / AT & T	100%	23 days	Mon 6/12/17	Wed 7/12/17										
7	Town Council Approval	100%	1 day	Tue 6/13/17	Tue 6/13/17										
8	Award Prime Contract	100%	13 days	Wed 6/14/17	Fri 6/30/17										
9	Permitting	100%	15 days	Mon 6/26/17	Fri 7/14/17										
10	Customer Owned Service Connection Permitting	0%	15 days	Mon 6/26/17	Fri 7/14/17										
11	Sub Contract Agreements	100%	23 days	Wed 6/14/17	Fri 7/14/17										
12	Material Procurement	100%	11 days	Fri 6/30/17	Fri 7/14/17										
13	Underground Conduit Installation, Primary/Secondary (FPL, ATT, Comcast)	100%	225 days	Mon 7/17/17	Fri 5/25/18										
14	Feeder Splice Box Installation	100%	15 days	Thu 10/12/17	Wed 11/1/17										
15	Set Transformers / Switch Cabinets (FPL)	100%	75 days	Sun 2/4/18	Thu 5/17/18										
16	Secondary Services / Wire	65%	138 days	Tue 2/20/18	Thu 8/30/18										
17	As-Built Submission / Review (FPL)	99%	47 days	Tue 2/20/18	Wed 4/25/18										
18	Pull Wire / Terminations Primary (FPL)	100%	81 days	Tue 2/20/18	Tue 6/12/18										
19	*ATT Rod Conduit, Pull Wire, Set Pedestals	30%	133 days	Tue 2/27/18	Thu 8/30/18										
20	*Comcast Pull Wire, Set Pedestals	50%	133 days	Tue 2/27/18	Thu 8/30/18										
21	Cut over / Overhead Removal (ATT/Comcast)	0%	45 days	Mon 9/3/18	Fri 11/2/18										
22	Energize Underground (FPL)	20%	30 days	Mon 9/17/18	Fri 10/26/18										
23	Secondary Service Switch Over (FPL)	0%	113 days	Mon 6/11/18	Wed 11/14/18										
24	** Demo Overhead / Remove Poles (FPL) / Final Restoration	0%	90 days	Mon 9/17/18	Fri 1/18/19										
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	100%	45 days	Mon 7/17/17	Fri 9/15/17										
28	Water Main	100%	79 days	Sun 10/15/17	Wed 1/31/18										



Vincent G. Burkhardt
President



Executive Summary
For
November 2018

Project Description

Townwide Overhead Utility Undergrounding
Phase 2 North
P.O. # 181400

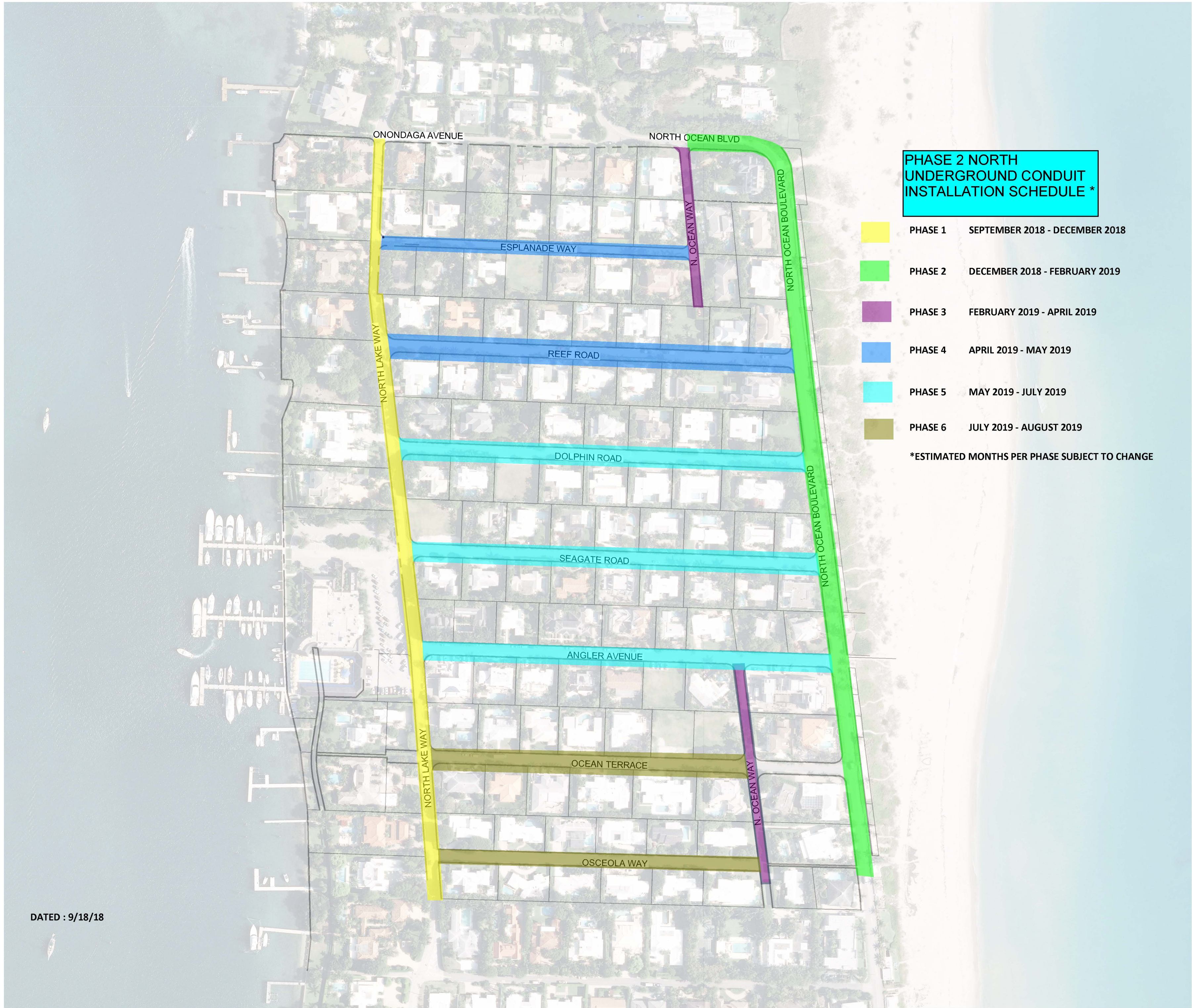
Project Status:

During the month of November the horizontal directional drilling continued along North Lay Way mainly from Angler to the southern limits of the phase 2 north project near Osceola Way. While drilling, the crews encountered rock which made the work difficult to complete. The crews continued drilling on the east / west streets from North Lake Way to the first transformer locations as they did last month. At most of the bore pits, the crews made the tie-ins and completed permanent pavement repairs where possible which eliminated the need for the road plates.

The project is on schedule and is remaining within budget.

TOWN-WIDE OVERHEAD UTILITY UNDERGROUNDING
PHASE 2 NORTH
PRELIMINARY SCHEDULE
RFQ No. 2018-03

ID	Task Name	% Complete	Duration	Start
1	Phase 2 NORTH	4%	399 days	Tue 8/14/18
2	Town Council Approval	100%	1 day	Tue 8/14/18
3	Award Prime Contract	100%	13 days	Wed 8/15/18
4	Permitting	85%	14 days	Wed 8/15/18
5	Customer Owned Service Connection Permitting	0%	14 days	Wed 8/15/18
6	Sub Contract Agreements	95%	14 days	Wed 8/15/18
7	Material Procurement	85%	11 days	Mon 8/20/18
8	Underground Conduit Installation, Primary/Secondary (FPL, ATT, Comcast)	20%	240 days	Mon 9/3/18
9	Feeder Splice Box Installation	0%	140 days	Sun 12/30/18
10	Set Transformers / Switch Cabinets (FPL)	0%	155 days	Sun 1/13/19
11	Secondary Services / Wire	0%	235 days	Mon 11/5/18
12	As-Built Submission / Review (FPL)	0%	220 days	Mon 2/11/19
13	Pull Wire / Terminations Primary (FPL)	0%	145 days	Mon 2/18/19
14	*ATT Rod Conduit, Pull Wire, Set Pedestals	0%	180 days	Mon 3/11/19
15	*Comcast Pull Wire, Set Pedestals	0%	180 days	Mon 3/11/19
16	Cut over / Overhead Removal (ATT/Comcast)	0%	150 days	Mon 6/3/19
17	Energize Underground (FPL)	0%	140 days	Mon 4/8/19
18	Secondary Service Switch Over (FPL)	0%	180 days	Fri 4/19/19
19	** Demo Overhead / Remove Poles (FPL) / Final Restoration	0%	180 days	Mon 6/17/19
20	*This Work Will Be Performed By ATT/COMCAST Crews, All Other Work Is Anticipated To Be Performed By A Subcontractor Under The Direction Of Burkhardt Construction, Inc.	0%		
21	**This Work Must Be Performed By FPL Crews, All Other Work Is Anticipated To Be Performed By A Subcontractor Under The Direction Of Burkhardt Construction, Inc.	0%		
22	Storm Drainage	0%	30 days	Mon 9/24/18



DATED : 9/18/18

SAFETY

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

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

CONSTRUCTION

- ◆ S. Ocean Blvd (Electrical Undergrounding Crew) - Undergrounding Crews are 100% completed with conduit, equipment, concrete vaults and pads, cable and terminations. Street Lighting conduit and boxes completed.
- ◆ Ibis Isle AT&T/Comcast conduit installation is completed. Concrete Curb / Asphalt Mill & Resurface (drainage) in progress.
- ◆ Ibis Isle Watermain replacement completed. Fan guard final adjustments being made.
- ◆ Phipps Ocean Park North Restroom demolition completed. Existing utilities have been cut and capped. Site rough grade completed. Utility rough complete. Building pad grading completed. Building is set and plumbing connected.
- ◆ Phipps Ocean North Parking Lot Lighting conduit and handholes installation completed. Parking Lot poles recently delivered to jobsite and pending installation by FPL.

DOCUMENTATION:

RFIs:

- A. 36 RFIs issued to date
 - B. 0 Outstanding RFI
- SUBMITTALS:
- A. 267+ Individual Submittals Processed
 - B. 1 Submittal Package Currently Under Review
 - C. 1 Submittal Packages Pending Submission to A/E

DRAWINGS: Added Scopes of Work

- A. Post GMP Phipps Ocean Park Restroom Building.
- B. Post GMP Phipps Ocean Park Lighting.
- C. Post GMP A-41 Wastewater Pump Station.
- D. Post GMP Ibis Bridge Watermain Crossing.

RELEVANT POTENTIAL CHANGES:

FINANCIALS—BUDGET VS. COSTS

\$7,427,498.06

\$129,345.88



\$7,298,152.18

Current GMP Amount	—	\$7,427,498.06
Approved Owner Initiated Scope Changes	—	\$129,345.88
Gross Billings to Date (\$)	—	\$5,205,961.65
Gross Billings to Date (%)	—	71%
Schedule % Completed	—	76%



SCHEDULE SUMMARY

S. Ocean Undergrounding -Sta 11+10 to Sta 243+66

IMP1567	ATT on hold - NO INSTALL PER TOWN	10	0	07SEP18 A	28SEP18 A
1535	Comcast remove Overhead Facilities	10	10	07NOV18	20NOV18
1530	ATT remove Overhead Facilities	10	10	21NOV18	04DEC18
1540	Restoration due to Comcast work	10	10	21NOV18	04DEC18
1537	Restoration due to ATT work	10	10	09DEC18	18DEC18

Ibis Isle

IMP3120	Replica Ibis Isle Redesign	5	4	23OCT18 A	29OCT18
3100	ATT/Comcast remove overhead facilities	20	20	24OCT18	20NOV18
3065	Energize Primary	10	10	05DEC18	18DEC18
3090	WT's Sub Converts Residential Services (FPL)	45	45	19DEC18	21FEB19

Street Lighting

4040	FPL to Energize Light Poles	10	10	22NOV18	05DEC18
4050	Asphalt/Concrete Restoration	15	15	22NOV18	12DEC18
4060	Landscape & Irrigation Restoration	10	10	13DEC18	27DEC18
4090	Bid Unit #4 Substantial Completion	0	0		27DEC18

Ibis Isle Watermain Crossing

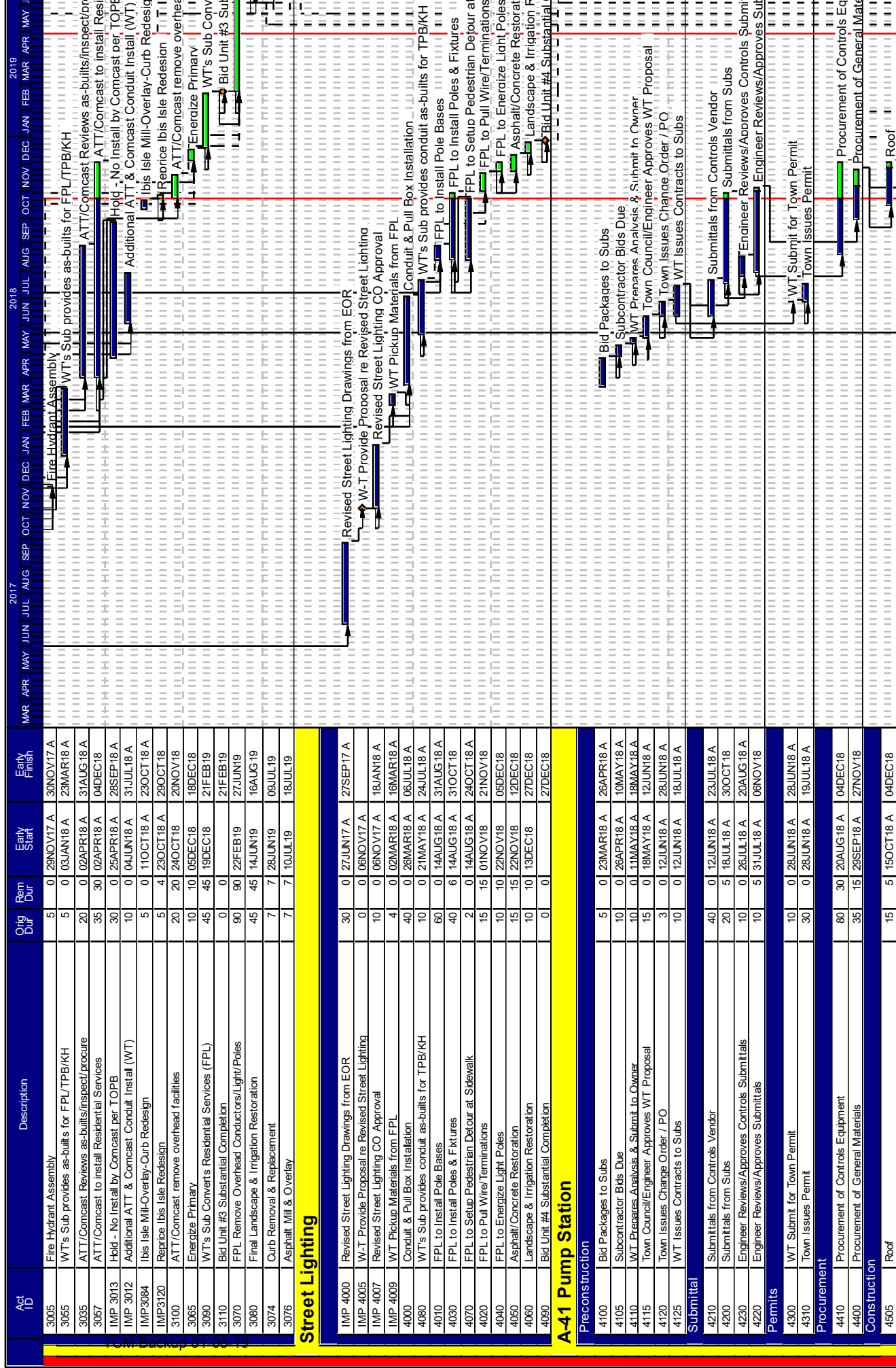
5465	Bact T Results to Engineer	2	0	27SEP18 A	02OCT18 A
5471	Open 8"/Remove Bypass/Plug 4" GV	1	0	28SEP18 A	28SEP18 A
5462	Install Fan Guard	1	0	10OCT18 A	10OCT18 A
5475	Restoration/Asphalt Patch	2	2	24OCT18	25OCT18

SCHEDULE NOTES / IMPACTS:

- Street Lighting conduit and handhole installation by Whiting-Turner 100% complete. FPL Street Lighting pole installation (by others) ongoing—approx. 95% completed.
- Additional AT&T/Comcast Service Conduit by Whiting-Turner at Ibis Isle completed. AT&T direct installation currently on hold and Comcast direct installation approx. 95% completd. Service swaps are still pending from both AT&T and Comcast.
- A-41 Pump Station roofing installation in progress. All other scopes pending delivery of I&C materials and equipment that is tentatively scheduled for delivery by the end of Nov. 2018.

2019				2018				2017				2016				2015				2014				2013				2012				2011				2010				2009				2008				2007				2006				2005				2004				2003				2002				2001				2000				1999				1998				1997				1996				1995				1994				1993				1992				1991				1990				1989				1988				1987				1986				1985				1984				1983				1982				1981				1980				1979				1978				1977				1976				1975				1974				1973				1972				1971				1970				1969				1968				1967				1966				1965				1964				1963				1962				1961				1960				1959				1958				1957				1956				1955				1954				1953				1952				1951				1950				1949				1948				1947				1946				1945				1944				1943				1942				1941				1940				1939				1938				1937				1936				1935				1934				1933				1932				1931				1930				1929				1928				1927				1926				1925				1924				1923				1922				1921				1920				1919				1918				1917				1916				1915				1914				1913				1912				1911				1910				1909				1908				1907				1906				1905				1904				1903				1902				1901				1900				1899				1898				1897				1896				1895				1894				1893				1892				1891				1890				1889				1888				1887				1886				1885				1884				1883				1882				1881				1880				1879				1878				1877				1876				1875				1874				1873				1872				1871				1870				1869				1868				1867				1866				1865				1864				1863				1862				1861				1860				1859				1858				1857				1856				1855				1854				1853				1852				1851				1850				1849				1848				1847				1846				1845				1844				1843				1842				1841				1840				1839				1838				1837				1836				1835				1834				1833				1832				1831				1830				1829				1828				1827				1826				1825				1824				1823				1822				1821				1820				1819				1818				1817				1816				1815				1814				1813				1812				1811				1810				1809				1808				1807				1806				1805				1804				1803				1802				1801				1800				1799				1798				1797				1796				1795				1794				1793				1792				1791				1790				1789				1788				1787				1786				1785				1784				1783				1782				1781				1780				1779				1778				1777				1776				1775				1774				1773				1772				1771				1770				1769				1768				1767				1766				1765				1764				1763				1762				1761				1760				1759				1758				1757				1756				1755				1754				1753				1752				1751				1750				1749				1748				1747				1746				1745				1744				1743				1742				1741				1740				1739				1738				1737				1736				1735				1734				1733				17
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[illegible]



Start date 13MAR17

Finish date 29AUG19

Data date 24OCT18

Run date 24OCT18

Page number 3A

© Primavera Systems, Inc.

The Whiting-Turner Contracting Co.
Town Wide Undergrounding Ph1 - South
CONSTRUCTION SCHEDULE

Early bar

Progress bar

Critical bar

Summary bar

Start milestone point

Finish milestone point

	Act ID	Description	Orig Dur	Rem Dur	Early Start	Early Finish
	4500	Mech Demo/Bypass Pump/Temp Vent	15	15	28NOV18	18DEC18
	4575	Lightning Protection	5	5	05DEC18	11DEC18
	4510	Mechanical Installations	30	30	19DEC18	31JAN19
	4515	Electrical Demo	35	35	04JAN19	21FEB19
	4520	Remove and Rewind Pumps	20	20	07JAN19	01FEB19
	4525	Bypass Pumping	80	80	07JAN19	26APR19
	4535	Reinstall Pumps	15	15	04FEB19	22FEB19
	4540	Electrical Rough	25	25	08FEB19	14MAR19
	4545	Instrumentation & Controls	30	30	08MAR19	18APR19
	4550	Electrical Final	15	15	10APR19	30APR19
	4530	Mechanical Final	20	20	17APR19	14MAY19
	4555	Start-up / Commissioning	10	10	15MAY19	28MAY19
	4560	Dismantle Bypass & Temp Ventilation	10	10	24MAY19	06JUN19
	4565	Sitework/Restoration (excludes asphalt apron)	10	10	31MAY19	13JUN19
	4570	Closesout	10	10	14JUN19	27JUN19
	Phipps Ocean Park Restroom Building					
	Preconstruction					
	5030	Invitation to Bidders	5	01	01MAR18 A	06MAR18 A
	5040	Proposals from Bidders	10	01	06MAR18 A	20MAR18 A
	5050	WT Analysis & Submit Proposal to Town/Engineer	5	01	26MAR18 A	05APR18 A
	5060	Town Issues PO to WT	10	01	05APR18 A	25APR18 A
	Permits					
	5070	WT Submit for Town Permit	5	01	25APR18 A	02MAY18 A
	5080	Town Permit Issued	20	01	02MAY18 A	29MAY18 A
	Procurement					
	5100	WT Prepare/Executes PO with CXT	5	01	25MAY18 A	06JUN18 A
	5105	WT Issues Contracts to Subcontracts	10	01	29MAY18 A	11JUL18 A
	5110	WT Schedule onsite Meeting with CXT	5	01	06JUN18 A	20JUN18 A
	5115	Submittals from Subs	10	01	15JUN18 A	28SEP18 A
	5120	WT returns Color/Texture & Install Questionnaire	2	01	20JUN18 A	21JUN18 A
	5130	CXT Prepares Manuf Instructions (MI) Shops	10	01	06JUL18 A	03AUG18 A
	5150	Engineer Reviews Shops/Submittals	10	01	06JUL18 A	28SEP18 A
	5155	CXT prepares signed and sealed shops from MI	20	01	03AUG18 A	11SEP18 A
	5160	Procure Restroom Building	67	15	11SEP18 A	13NOV18
	5165	Deliver Restroom Building to Jobsite	5	5	14NOV18	20NOV18
	Construction					
	5200	Mobilization	1	01	27JUN18 A	27JUN18 A
	5205	Install/Demo Construction Fence	3	01	27JUN18 A	28JUN18 A
	5210	Address Overhead Lines in Parking Lot	5	01	27JUN18 A	27JUN18 A
	5215	Notify Archaeologist	3	01	28JUN18 A	03JUL18 A
	5220	Camera/Sign Removal/Parking Meter Protect	1	01	28JUN18 A	13JUL18 A
	5224	Tree Relocation/Protection	5	01	03JUL18 A	03JUL18 A
	5226	Landscape Demo & Temp Irrigation	5	01	03JUL18 A	06JUL18 A
	5229	Electrical Disconnect/Setup Temp Power	2	01	12JUL18 A	13JUL18 A
	5231	Cut & cap existing Plumbing (Water/Sanitary)	2	01	16JUL18 A	17JUL18 A
	5234	Demo Buildings	3	01	24JUL18 A	26JUL18 A
	5237	Adjust Existing Water Supply Line (depth)	3	01	13SEP18 A	14SEP18 A
	5239	Layout Building Pad/Grades	1	01	21SEP18 A	24SEP18 A
	5350	Rough Grade Site	2	01	24SEP18 A	26SEP18 A
	5243	Rough-in Plumbing & Electrical to Building	5	01	25SEP18 A	24OCT18 A
	5340	Prep Building Pad	1	1	24OCT18	24OCT18
	5249	Set Building	2	1	21NOV18	22NOV18
	5247	Final Grade of Pad / Sidewalk	1	1	23NOV18	23NOV18
	5251	Concrete Flatwork	2	2	23NOV18	26NOV18
	5255	Final Electrical & Plumbing Connections	3	3	23NOV18	27NOV18
	Start date	13MAR17				
	Finish date	29AUG19				
	Data date	24OCT18				
	Run date	24OCT18				
	Page number	4A				
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Act ID	Description	Orig Dur	Rem Dur	Early Start	Early Finish	2017	2018	2019
5259	Trellis Installation	4	4	23NOV18	28NOV18	MAR	APR	MAY
5261	Landscape/Irrigation	3	3	29NOV18	03DEC18	JUN	JUL	AUG
5265	Readjust Temp Fencing	2	2	04DEC18	05DEC18	SEP	OCT	NOV
5269	Replace Parking Signs/Camera/Parking Meter	3	3	04DEC18	06DEC18	DEC	JAN	FEB
5271	Temp Striping	2	2	06DEC18	07DEC18	MAR	APR	MAY
Parking Lot Lighting								
5300	Town issues CO for Parking Lot Lighting	0	0	18JUN18 A				
5307	Town executes Easement Agreements	20	0	18JUN18 A	15AUG18 A			
5311	FPL Conduit and Handhole Procurement	20	0	09JUL18 A	31JUL18 A			
5314	Mobilization	1	0	27JUL18 A	27JUL18 A			
5319	Locates	1	0	27JUL18 A	27JUL18 A			
5322	Potholing	2	0	30JUL18 A	30JUL18 A			
5325	Conduit Installation	5	0	31JUL18 A	03AUG18 A			
5328	Handhole Installation	2	0	03AUG18 A	07AUG18 A			
5331	FPL Pole & Fixture Procurement	30	5	15AUG18 A	30OCT18			
5342	Remove Existing Pole / Fixtures	2	0	24OCT18	24OCT18			
5335	FPL Set Pole / Fixtures / Cable	5	5	31OCT18	06NOV18			
5339	FPL/Wilco Conversions	2	2	07NOV18	08NOV18			
5347	Restoration	2	2	09NOV18	12NOV18			
Ibis Isle Watermain Crossing								
5400	Town issues CO for Watermain Crossing	0	0	09MAY18 A				
5403	Submittals from Sub	10	0	09MAY18 A	30MAY18 A			
5407	Precon Meeting (Scope Revised to be Repriced)	1	0	26JUL18 A	26JUL18 A			
5411	2nd Precon Meeting with Ton/CWPB/JD/WT/MR	1	0	10AUG18 A	10AUG18 A			
5415	Revised Submittal from Sub	3	0	27AUG18 A	31AUG18 A			
5419	WT/KHA/JD coord. Meeting	10	0	28AUG18 A	28AUG18 A			
5423	Mobilization	0	0	13SEP18 A				
5429	Setup MOT/Locates	1	0	13SEP18 A	14SEP18 A			
5431	Restraints/Unload & Fuse Bypass Pipe	1	0	14SEP18 A	17SEP18 A			
5435	Build/Pour Thrust Blocks	1	0	14SEP18 A	14SEP18 A			
5439	Install & Test tapping Sleeve and Valve	1	0	18SEP18 A	19SEP18 A			
5442	Install 8x4 Wet Taps/Connect 4" Bypass	1	0	18SEP18 A	19SEP18 A			
5445	Install Linestops/Fittings/8" GV/Remove LS	1	0	18SEP18 A	19SEP18 A			
5449	Construct Aerial East to West/Fush/Connect	3	0	19SEP18 A	21SEP18 A			
5458	Field Measure/Fabricate Fan Guards	15	0	21SEP18 A	28SEP18 A			
5452	Pressure Test/BacTs	3	0	24SEP18 A	26SEP18 A			
5465	Bact T Results to Engineer	2	0	27SEP18 A	02OCT18 A			
5471	Open 8"/Remove Bypass/Plug 4" GV	1	0	28SEP18 A	28SEP18 A			
5462	Install Fan Guard	1	0	10OCT18 A	10OCT18 A			
5475	Restoration/Asphalt Patch	2	2	24OCT18	25OCT18			
6000	Substantial Completion	1	1	28AUG19	28AUG19			
6010	Punchlist	0	0	29AUG19				
6020	Final Completion	1	1	29AUG19	29AUG19			

Start date	13MAR17
Finish date	29AUG19
Data date	24OCT18
Run date	24OCT18
Page number	5A
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The Whiting-Turner Contracting Co.
Town Wide Undergrounding Ph1 - South
CONSTRUCTION SCHEDULE

	Early bar
	Progress bar
	Critical bar
	Summary bar
	Start milestone point
	Finish milestone point

Underground Utility Project Budget
Project Financial Summary
December 31, 2018

Expenditures	Original OPC	Updated OPC	Budget	Actual	% Expended
Phase 1	\$ 12,620,000	\$ 12,900,000	\$ 12,642,040	\$ 11,279,445	89.2%
Phase 2	\$ 9,170,000	\$ 9,710,000	\$ 5,382,339	\$ 1,599,957	29.7%
Phase 3	\$ 10,910,000	\$ 11,360,000	\$ 1,222,094	\$ 754,853	61.8%
Phase 4	\$ 10,370,000	\$ 10,910,000	\$ 1,306,043	\$ 261,585	20.0%
Phase 5	\$ 14,090,000	\$ 14,850,000	\$ 1,529,447	\$ 283	0.0%
Phase 6	\$ 16,820,000	\$ 17,690,000	\$ -	\$ -	
Phase 7	\$ 11,730,000	\$ 12,220,000	\$ -	\$ -	
Phase 8	\$ 12,300,000	\$ 12,890,000	\$ -	\$ -	
Other	\$ 570,000	\$ 980,414	\$ 980,414	\$ 1,890,273	192.8%
Total Project Costs To Date*	\$ 98,580,000	\$ 103,510,414	\$ 23,062,377	\$ 15,786,396	68.5%
* Updated OPC includes estimated AT&T credit					
Total Other Costs Outside Underground Budget			\$ 929,169	\$ 1,424,483	153.3%
Total Underground Project Costs			\$ 23,991,546	\$ 17,210,879	71.7%
Opinion of Cost - Master Plan			98,600,000		
AT&T and Comcast Additional Project Costs			6,700,000		
AT&T Credit - TBD					
FPL Credit			(3,300,000)		
Total Project Budget			\$ 102,000,000		
% Budgeted/Encumbered To Date Project Costs			22.61%		
% Spent to Date - Project Costs			15.48%		

Project Revenues Received

Revenues	Budget	Actual	% of Budget
Revenues			
Prepaid Assessments Reserved		\$ 12,223,387	0.0%
Assessment Revenue Reserved	\$ 5,080,000	\$ 6,072,727	119.5%
Commercial Paper	\$ -	Paid off w/GO bond	0.0%
Town Owned Property Prepaid Assessments	\$ 2,797,291	\$ 2,797,291	100.0%
Interest on Assessment Escrow	\$ -	\$ 250,832	
Interest	\$ 12,000	\$ 275,587	2296.6%
GO Bond Proceeds	\$ 60,500,000	\$ 60,499,897	100.0%
1 Cent Sales Tax	\$ 2,500,000	\$ 1,000,000	40.0%
Other			
Kevin McGann - CO #9		\$ 34,900	
Donations - Civic Association	\$ 49,250	\$ 49,250	100.0%
Transfer from (307) Fund CIP	\$ 760,200	\$ 760,200	100.0%
Transfer from (001) General Fund - PM Salary	\$ 130,000	\$ 130,000	
Total Project Revenues	\$ 71,828,741	\$ 84,094,071	117.1%

Underground Utility Project Budget
Phase 1 Project Costs
December 31, 2018

	Original OPC	Updated OPC	Budget	Actual	% Expended
Project Engineering					
Task 2.1 - Detailed Design North End	590,000		472,063	472,063	100.0%
Task 2.2 - Detailed Design South End	740,000		619,411	619,411	100.0%
Task 2.3 - Permitting Assistance			17,790	17,790	100.0%
Task 2.4 - Bid Phase Assistance			42,166	42,166	100.0%
Task 2.5 - Meetings - Design Phase			125,399	125,383	100.0%
Legal Sketch and Description - Easements			34,000	27,715	81.5%
Subtotal Design Phase	\$ 1,330,000	\$ 1,400,000	\$ 1,310,829	\$ 1,304,528	99.5%
Construction Costs					
Phase 1 North Construction					
Preconstruction			\$ 19,720	19,720	100.0%
Burkhardt Construction			\$ 3,598,144	3,119,858	86.7%
Street Light Conversion			\$ 26,273	28,753	109.4%
Change Order for AT&T and Comcast Conduit			\$ 371,201	371,201	100.0%
Utility Design Costs			\$ 15,595	15,595	100.0%
Utility Construction Costs (FPL, Comcast, AT&T)			\$ 476,776	416,138	87.3%
Construction Engineering (KH)			\$ 230,532	169,999	73.7%
	\$ 4,210,000	\$ 4,390,000	\$ 4,738,241	\$ 4,141,264	87.4%
Phase 1 South Construction					
Preconstruction			\$ 22,200	22,200	100.0%
Whiting Turner Construction			\$ 4,450,977	3,819,624	85.8%
Change Order for AT&T and Comcast Conduit			\$ 125,147	125,147	100.0%
Other Approved Change Orders - Additional soil borings at Ibis Isle			\$ 2,200	2,200	100.0%
Utility Design Costs			\$ 33,013	33,013	100.0%
Utility Construction Costs (FPL, Comcast, AT&T)			\$ 1,374,193	1,289,694	93.9%
Construction Engineering (KH)			\$ 283,880	234,592	82.6%
	\$ 6,800,000	\$ 6,830,000	\$ 6,291,610	\$ 5,526,470	87.8%
Easement Recording Fees			\$ 347	\$ 460	
Legal Costs/Easement Acquisition - Jones Foster	\$ 280,000	\$ 280,000	\$ 301,359	\$ 306,723	101.8%
Total Phase 1 Costs	\$ 12,620,000	\$ 12,900,000	\$ 12,642,040	\$ 11,279,445	89.2%

Underground Utility Project Budget
Phase 2 Project Costs
December 31, 2018

	Original OPC	Updated OPC	Budget	Actual	% Expended
Phase 2 Design					
Kimley Horn					
Task 1.1 Phase 2 North Design	335,000	360,000	\$ 281,304	\$ 281,304	100.0%
Task 1.2 Phase 2 South Design	400,000	420,000	\$ 335,353	\$ 318,585	95.0%
Task 1.3 Permitting Assistance North and South			\$ 12,674	\$ 10,139	80.0%
Task 1.4 Bid Phase Assistance North and South			\$ 40,565	\$ 32,842	81.0%
Task 1.6 Meetings North and South			\$ 136,617	\$ 127,563	93.4%
Total Phase 2 Design	\$ 735,000	\$ 780,000	\$ 806,513	\$ 770,433	95.5%
Construction Costs					
Phase 2 North Construction					
Preconstruction			\$ 35,000	31,970	91.3%
Burkhardt Construction			\$ 4,015,865	513,628	12.8%
Approved Change Orders			\$ -		
FPL Design Cost			\$ 11,759	1,350	11.5%
ATT Design Cost			\$ 5,000		0.0%
Comcast Design Cost				\$ 4,582	
Utility Costs (FPL, AT&T)				\$ 64,472	
Construction Engineering (KH)			\$ 248,121	\$ 43,241	17.4%
Total Phase 2 North Construction	3,800,000	4,000,000	\$ 4,315,745	\$ 659,243	0.0%
Phase 2 South Construction	-				
Preconstruction			\$ 35,000	-	
Whiting Turner Construction					
Approved Change Orders			\$ -		
FPL Design Cost			\$ 13,330	14,200	106.5%
ATT Design Cost			\$ 5,000		
Comcast Design Cost				\$ 4,582	
Utility Costs (FPL, Comcast, AT&T)				\$ -	
Construction Engineering (KH)					
Total Phase 2 South Construction	4,435,000	4,730,000	\$ 53,330	\$ 18,782	35.2%
Easement Acquisition	200,000	200,000			
<i>Kimley Horn Easement Assistance</i>					
Task 1.5 Easement Assistance North			\$ 64,936	\$ 59,010	90.9%
Task 1.5 Easement Assistance South			\$ 77,466	\$ 65,372	84.4%
<i>Surveys</i>					
Task 1.7 Legal Sketch North			\$ 14,020	\$ 13,818	98.6%
Task 1.7 Legal Sketch South			\$ 16,725	\$ 10,039	60.0%
Advertising				\$ 1,101	
Jones Foster - Legal			\$ 25,000	\$ 265	1.1%
American Acquisition Group			\$ -		
Temp Services			\$ 5,000		0.0%
Recording Costs			\$ 3,605	\$ 1,894	52.5%
Total Easement Acquisition Costs	200,000	200,000	\$ 206,752	\$ 151,499	73.3%
Total Phase 2 Costs	\$9,170,000	\$9,710,000	\$ 5,382,339	\$ 1,599,957	29.7%

Underground Utility Project Budget
Phase 3 Project Costs
December 31, 2018

	Original OPC	Updated OPC	Budget	Actual	% Expended
Phase 3 Design					
Kimley Horn					
Task 1.1 Phase 3 North Design	\$ 325,000	\$ 350,000	\$ 288,851	\$ 133,090	46.1%
Task 1.2 Phase 3 South Design	\$ 535,000	\$ 580,000	\$ 503,260	\$ 218,845	43.5%
Task 1.3 Permitting Assistance			\$ 13,739		0.0%
Task 1.4 Bid Phase Assistance			\$ 36,834		0.0%
Task 1.5 Meetings			\$ 101,652	\$ 3,246	3.2%
Deductive Change Order (Scope Change)			\$ (49,840)		0.0%
Total Phase 3 Design	\$ 860,000	\$ 930,000	\$ 894,496	\$ 355,180	39.7%
Construction Costs					
Phase 3 North Construction	\$ 3,700,000	\$ 3,850,000			
Preconstruction					
Construction					
Approved Change Orders					
FPL Design Cost			\$ 12,850		
ATT Design Cost					
Comcast Design Cost					
Construction Engineering (KH)					
Daniella Construction - Nightingale/LaPuerta - Townwide portion				\$ 243,470	
FPL Nightingale/LaPuerta - Townwide Portion				\$ 74,900	
Comcast Nightingale/LaPuerta - Townwide Portion				\$ 8,885	
AT&T Nightingale/LaPuerta Townwide Portion				\$ 30,555	
Total Phase 3 North Construction	\$ 3,700,000	\$ 3,850,000	\$ 12,850	\$ 357,810	0.0%
Phase 3 South Construction	\$ 6,090,000	\$ 6,320,000			
Preconstruction					
Construction					
Approved Change Orders					
FPL Design Cost			\$ 11,359		
ATT Design Cost					
Comcast Design Cost					
Construction Engineering (KH)					
Total Phase 3 South Construction	\$ 6,090,000	\$ 6,320,000	\$ 11,359	\$ -	0.0%
Easement Acquisition	\$ 260,000	\$ 260,000			
<i>Kimley Horn Easement Assistance</i>					
Task 1 Easement Assistance North and South			\$ 235,953	\$ 41,862	17.7%
<i>Surveys</i>					
Task Legal Sketch South			\$ 37,436		
Jones Foster - Legal			\$ 25,000		
American Acquisition Group					
Temp Services			\$ 5,000		
Recording Costs					
Total Easement Acquisition Costs	\$ 260,000	\$ 260,000	\$ 303,389	\$ 41,862	13.8%
Total Phase 3 Costs	\$ 10,910,000	\$ 11,360,000	\$ 1,222,094	\$ 754,853	61.8%

Underground Utility Project Budget
Phase 4 Project Costs
December 31, 2018

	Original OPC	Updated OPC	Budget	Actual	% Expended
Phase 4 Design					
Kimley Horn					
Task 1.1 Phase 4 North Design	\$ 402,000	\$ 435,000	\$ 312,317	\$ 109,311	35.0%
Task 1.2 Phase 4 South Design	\$ 413,000	\$ 435,000	\$ 451,284	\$ 146,667	32.5%
Task 1.3 Permitting Assistance			\$ 14,468	\$ -	0.0%
Task 1.4 Bid Phase Assistance			\$ 37,899	\$ -	0.0%
Task 1.6 Meetings			\$ 77,911	\$ 2,642	3.4%
Total Phase 4 Design	\$ 815,000	\$ 870,000	\$ 893,879	\$ 258,620	28.9%
Construction Costs					
Phase 4 North Construction	4,605,000	4,820,000			
Preconstruction					
Construction					
Approved Change Orders					
FPL Design Cost			\$ 12,757		
ATT Design Cost					
Comcast Design Cost					
Utility Costs (FPL, Comcast, AT&T)					
Construction Engineering (KH)					
Total Phase 4 North Construction	\$ 4,605,000	\$ 4,820,000	\$ 12,757	\$ -	0.0%
Phase 4 South Construction	4,710,000	4,980,000			
Preconstruction					
Construction					
Approved Change Orders					
FPL Design Cost			\$ 13,160		
ATT Design Cost					
Comcast Design Cost					
Utility Costs (FPL, Comcast, AT&T)					
Construction Engineering (KH)					
Total Phase 4 South Construction	\$ 4,710,000	\$ 4,980,000	\$ 13,160	\$ -	0.0%
Easement Acquisition	\$ 240,000	\$ 240,000			
<i>Kimley Horn Easement Assistance</i>					
Easement Assistance (KH)			\$ 280,270	\$ 2,965	1.1%
Easement Assistance (KH) -- Switches			\$ 62,780		
<i>Surveys</i>					
Legal Sketch			\$ 38,230		
Legal Sketch - Switches			\$ 4,967		
Jones Foster - Legal					
American Acquisition Group					
Temp Services					
Recording Costs					
Total Easement Acquisition Costs	\$ 240,000	\$ 240,000	\$ 386,247	\$ 2,965	0.8%
Total Phase 4 Costs	\$ 10,370,000	\$ 10,910,000	\$ 1,306,043	\$ 261,585	20.0%

Underground Utility Project Budget
Phase 5 Project Costs
December 31, 2018

	Original OPC	Updated OPC	Budget	Actual	% Expended
Phase 5					
Kimley Horn					
Task 1.1 Phase 5 North Design	\$ 520,000	\$ 560,000	\$ 454,210		0.0%
Task 1.2 Phase 5 South Design	\$ 600,000	\$ 640,000	\$ 606,951		0.0%
Task 1.3 Permitting Assistance North					0.0%
Task 1.3 Permitting Assistance South			\$ 17,100		0.0%
Task 1.4 Bid Phase Assistance North			\$ 37,899		0.0%
Task 1.4 Bid Phase Assistance South					0.0%
Task 1.6 Meetings North			\$ 77,911		0.0%
Task 1.6 Meetings South					0.0%
Total Phase 5 Design	\$ 1,120,000	\$ 1,200,000	\$ 1,194,071	\$ -	0.0%
Construction Costs					
Phase 5 North Construction	\$ 5,890,000	\$ 6,200,000			
Preconstruction					
Construction					
Utility Costs (FPL, Comcast, AT&T)					
Construction Engineering (KH)					
Total Phase 5 North Construction	\$ 5,890,000	\$ 6,200,000	\$ -	\$ -	0.0%
Phase 5 South Construction	\$ 6,750,000	\$ 7,120,000			
Preconstruction					
Construction					
Utility Costs (FPL, Comcast, AT&T)					
Construction Engineering (KH)					
Total Phase 5 South Construction	\$ 6,750,000	\$ 7,120,000	\$ -	\$ -	0.0%
Easement Acquisition	\$ 330,000	\$ 330,000			
<i>Kimley Horn Easement Assistance</i>					
<i>Easement Assistance</i>			\$ 218,600		
Easement Assistance			\$ 75,696	\$ 250	
<i>Surveys</i>					
Legal Sketch			\$ 41,080		
Jones Foster - Legal					
American Acquisition Group					
Temp Services					
Recording Costs				\$ 33	
Total Easement Acquisition Costs	\$ 330,000	\$ 330,000	\$ 335,376	\$ 283	0.1%
Total Phase 5 Costs	\$14,090,000	\$14,850,000	\$ 1,529,447	\$ 283	0.0%

Underground Utility Project Budget
Other Project Costs
December 31, 2018

Master Plan	Budget	Actual	% Expended
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	\$ 45,053	100.0%
Task 1.7 - Meetings Master Planning Phase	\$ 113,135	\$ 113,123	100.0%
Task 1.8 - Master Plan Second Half	\$ 40,067	\$ 40,067	100.0%
Subtotal Master Planning	\$ 597,895	\$ 597,883	100.0%
Comcast Preplanning - Master Plan		\$ 12,015	
Community Outreach	\$ 282,519	\$ 200,734	71.1%
Peer Review Study - Patterson & Dewar (\$50,000 Offsetting Revenue)	\$ 100,000	\$ 100,000	100.0%
Commercial Paper Issuance Cost		\$ 200,675	
Commercial Paper Fees		\$ 52,252	
Commercial Paper Interest		\$ 243,096	
GO Bond Closing Costs		\$ 483,618	
Total Other Project Costs	\$ 980,414	\$ 1,890,273	192.8%

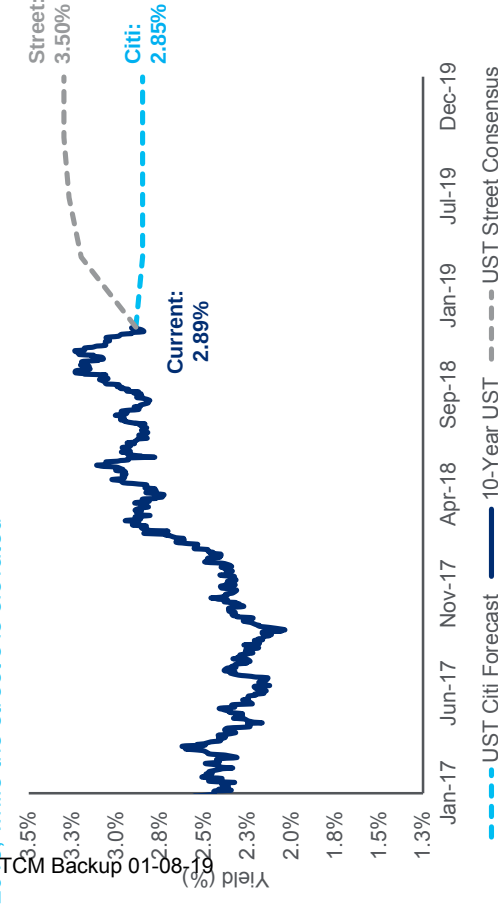
Related Costs Outside of the Underground Project Budget

	Budget	Actual	% Expended
Costs paid from (307) Fund CIP			
Underground City of Lake Worth Section			
Project Design	\$ 25,231	\$ 24,430	96.8%
Project Construction	\$ 351,081	\$ 260,962	74.3%
Project Construction Engineering	\$ 11,607	\$ 10,156	87.5%
Utility Cost (FPL, Comcast, AT&T)	\$ 134,333	\$ 127,531	94.9%
Project Meeting Attendance	\$ 3,334	\$ 2,914	87.4%
Total Lake Worth Section	\$ 525,586	\$ 425,993	81.1%
Ibis Way PGD Improvements	\$ 14,583	\$ 14,583	100.0%
General Fund Costs			
Goldmacher v TPB Legal and Other Costs		\$ 183,701	
Kosberg v TPB Legal and Other Costs		\$ 343,705	
PBT Real Estate v TPB		\$ 124,403	
Gardner, Bist Bowden, Bush (Shel Wright)		\$ 24,529	
Project Manager -Pay and benefits	\$ 265,000	\$ 200,625	75.7%
Telecommunications Consultant	\$ 89,000	\$ 83,210	93.5%
Peter Brandt (Contract Negotiations)	\$ 35,000	\$ 23,735	67.8%
Total Related Costs Outside of the Budget	\$ 929,169	\$ 1,424,483	153.3%

U.S. Rate Forecasts

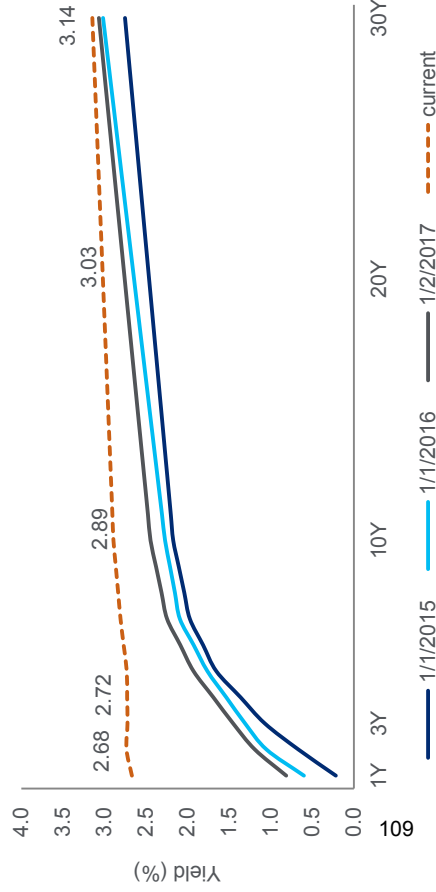
10-Year Treasury Yield Forecast

Citi forecasts a muted interest rate environment through the second half of 2018, while the street's is elevated



US Treasury Yield Curve

The US Treasury curve bear flattened over the past week

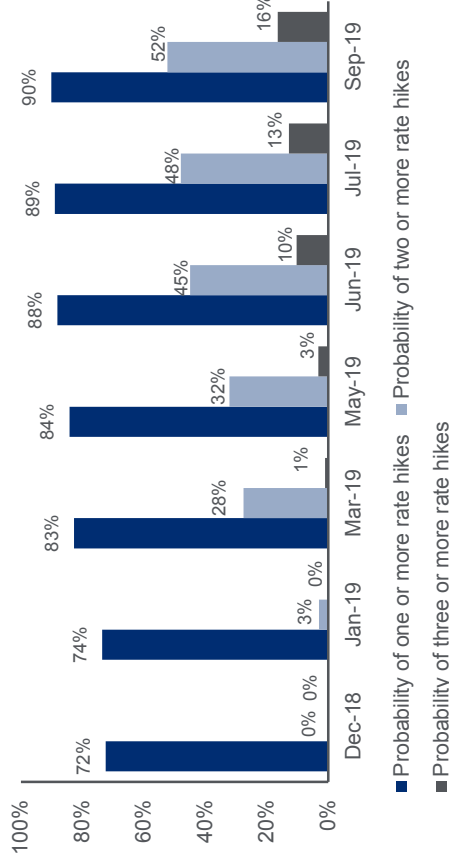


Rate Forecasts

5-Year Treasury	Current	1Q19	2Q19	3Q19	4Q19	1Q20	2Q20
Citi's Forecast	2.73%	2.90%	2.90%	2.90%	2.90%	2.90%	2.90%
10-Year Treasury	Current	1Q19	2Q19	3Q19	4Q19	1Q20	2Q20
Citi's Forecast	2.89%	2.85%	2.85%	2.85%	2.85%	2.85%	2.85%
Economists' Consensus		3.20%	3.27%	3.30%	3.30%	3.33%	3.35%
30-Year Treasury	Current	1Q19	2Q19	3Q19	4Q19	1Q20	2Q20
Citi's Forecast	3.14%	2.85%	2.85%	2.85%	2.85%	2.85%	2.85%
Economists' Consensus		3.25%	3.40%	3.46%	3.50%	3.50%	3.60%
Fed Funds	Current	1Q19	2Q19	3Q19	4Q19	1Q20	2Q20
Citi's Forecast	2.25%	2.75%	3.00%	3.00%	3.00%	3.00%	3.00%
Economists' Consensus		2.68%	2.88%	2.99%	3.07%	3.03%	3.00%

Expectations of Next Fed Increase in Rates

After the early December stock market sell-off, the market is pricing a lower implied probability of a December rate hike



TOWN OF PALM BEACH

Town Council Meeting on: January 8, 2019

Section of Agenda

Regular Agenda - Old Business

Agenda Title

Town Marina Project Update.

Presenter

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

ATTACHMENTS:

- ▣ **Memorandum dated December 19, 2018, from H. Paul Brazil, P.E., Director of Public Works**
- ▣ **Weekly Update**

TOWN OF PALM BEACH

Information for Town Council Meeting on: January 8, 2019

TO: Mayor and Town Council
VIA: Kirk W. Blouin, Town Manager
FROM: H. Paul Brazil, P. E., Director of Public Works
RE: Town Marina Project Update
DATE: December 19, 2018

STAFF RECOMMENDATION

Gordon Thomson with Baird and Associates will be presenting a status report regarding design and permitting for the Town Marina Project at the January 2019, Town Council Meeting.

GENERAL INFORMATION

Town staff has been fully engaged with the project consultants (Baird and Associates and Edgewater Resources) for this project and will be presenting updates to the Mayor and Town Council on a monthly basis. The project is in the permitting and design development/data collection phase, therefore, no approvals are required at this time, and the presentation is for informational purposes only.

Any recommendations for approval will be presented at subsequent Town Council meetings. The recent weekly updates are attached to this memo for your information.

Attachment

cc: Eric Brown, P.E., Assistant Director of Public Works
Patricia Strayer, P.E., Town Engineer
Jason Debrincat, P.E. Senior Project Engineer
Dean Mealy, Purchasing Manager
Jane Le Clainche, Director of Finance

Summary of Weekly Work Completed for the Town Marina Project

Prepared and submitted via email weekly to the Town by
Gordon Thompson at Baird and Associates

Week of November 12-16

- Submittal of detailed schedule to reflect updated start date and current status of work.
- First draft of overview sheets and dock details for permitting reviewed and commented.
- Brazilian parking lot layout revised.
- Initial meeting held between REG and TPB P&Z.
- Ardaman continues to develop boring logs for upland borings.

Week of November 12-16 (Thanksgiving)

Week of November 26-30

- Held the pre-application meeting with FDEP.
- Held a meeting with TPB Public works staff to discuss utility items (Tuesday, Nov 27). Also discussed revised parking lot options in light of drainage plan costs.
- Held a meeting with TPB Town Manager, P&Z, and Public works staff to discuss ARCOM application (Thursday, Nov 29).
- Held a meeting with FPL (Friday, Nov 30) to discuss electrical utility needs and timelines.
- Dredging portion of permit sketches were finalized and submitted to Edgewater for review and submittal to FDEP.
- Ardaman finalized the upland boring logs and submitted them to Baird (Friday, Nov 30).
- Continued development of project design and FDEP/USACE permit application.
- Continued development of ARCOM application/ building plans.
- Draft site plan survey data submitted.
- Elevation of fixed dock, base elevation of buildings and bulkhead elevation finalized based on site plan survey.

Week of December 3-7

- Held a pre-application meeting with TPB Planning & Zoning.
- Finalizing the ARCOM application drawings. Obtained the mailing list from PBC Property Appraiser's office for residents within 750' of project.
- Site plan development and location of utilities.
- Developed bulkhead loads.

Week of December 10-14

- Held a pre-application meeting with USACE.
- Held a pre-application meeting with PBC Dept of Environmental Resource Management.
- ARCOM and Zoning application drawings were finalized. Coordination with P&Z regarding P&Z and ARCOM application.
- FDEP and USACE permit sketches were finalized and submitted to Edgewater.
- Electrical utility options finalized.

Week of December 17-21

- ARCOM and Zoning application drawings were finalized and provided for submittal. Per Paul Castro's e-mail, an informal review has been scheduled with ARCOM.
- Edgewater reviewed and provided comment on permit sketches. Baird has revised the sketches and drafted language to accompany the permit.

TOWN OF PALM BEACH

Town Council Meeting on: January 8, 2019

Section of Agenda

Regular Agenda - Old Business

Agenda Title

5876 Okeechobee Blvd. Land Lease Update.

Presenter

Jay Boodheshwar, Deputy Town Manager

ATTACHMENTS:

- ▣ **Memorandum dated December 28, 2018, from Jay Boodheshwar, Deputy Town Manager**
- ▣ **ATT A RFP 2018-37 Final Ranking Memo dated August 30, 2018**
- ▣ **ATT B AHS Offer 7-12-18**
- ▣ **ATT C AHS Offer 10-15-18**
- ▣ **ATT D AHS Offer 12-4-18**
- ▣ **ATT E AHS Emails 12-13-18**
- ▣ **ATT F Landlease AHS Final Calculations**

TOWN OF PALM BEACH

Information for Town Council Meeting on: January 8, 2019

To: Mayor and Town Council

Via: Kirk W. Blouin, Town Manager

From: Jay Boodheshwar, Deputy Town Manager

Re: Long-term Ground Lease Options for Town Property Located at 5976 Okeechobee Blvd. in Unincorporated Palm Beach County

Date: December 28, 2018

STAFF RECOMMENDATION

Staff recommends Town Council review the options presented below for a long-term ground lease of property located at 5976 Okeechobee Blvd. in unincorporated Palm Beach County and provide direction.

- Option A is to award a contract to CBRE, Inc. per the results of RFP 2018-37 for a Real Estate Broker. The selection committee ranked CBRE number one. If Council chooses this option, staff will return to the February 2019, Town Council meeting with a Resolution to formalize an agreement.
- Option B is to accept an unsolicited offer from AHS Residential. AHS first approached the Town earlier this year indicating their interest in the property, prior to the issuance of RFP 2018-37, and followed up with an offer to lease the subject property. If Council chooses this option, acceptance of the offer would be conditional upon final approval of a lease agreement by a Town retained real estate attorney.

BACKGROUND INFORMATION

OPTION A

In the fall of 2017, Town Council directed staff to issue an RFP for Leasing the Town-owned property located at 5976 Okeechobee Blvd, West Palm Beach, Florida. RFP 2018-05 was issued on October 22, 2017. No responsive, responsible proposals were received so the Town Council decided to issue another RFP (2018-07), this time for Real Estate Broker Services. The Selection Committee made a recommendation to reject the three proposals received and re-issue a new RFP for Commercial Real Estate Broker Services.

RFP 2018-37 was issued on April 1, 2018, and was broadcasted through Demand Star to 595 potential vendors. The RFP was also broadcasted through Public Purchase to 101 potential vendors.

Four (4) proposals were received on May 1, 2018. An external Subject Matter Expert (SME), with real estate brokerage experience was invited to participate on the Selection Committee. The Selection Committee consisted of three voting members: Jay Boodheshwar, Deputy Town Manager; Sabra Kirkpatrick (SME), Sales Director for Brown Harris Stevens and Logan Elliot, PZ&B Zoning Technician, and Jane Le Clainche, CPA, Finance Director (non-voting), Duke Basha, Assistant Purchasing Manager (non-voting) and John Cmar, Purchasing Coordinator (non-voting). Below were the rankings of the four (4) firms after the committee met on August 14, 2018, to review the submittals:

1. CBRE, Inc.
2. Anderson & Carr, Inc.
3. Colliers International South Florida, Inc.
4. Reichel Realty & Investments, Inc.

Based on Selection Committee recommendation, oral presentations were scheduled for the top two (2) firms on August 29, 2018. At the conclusion of the presentations, the committee unanimously ranked CBRE, Inc. as the number 1 firm. See Attachment A.

Option A for Council consideration is an agreement with CBRE for brokerage services for a fee of 3% of the annual lease amount for a direct transaction or 5% for a co-brokered transaction for the first 20 years of the lease term.

OPTION B

While the Town was attempting to find an interested party to submit a proposal for lease of the property at Okeechobee Blvd, a “lease sign” was placed on the property directing all inquiries to the Purchasing Office. Real Estate Broker/Agent Robert Kelley reached out to Purchasing in January 2018, expressing interest in submitted an unsolicited offer on behalf of AHS. In the months that followed, numerous calls and emails between Purchasing and Mr. Kelley took place on behalf of his client. This potential unsolicited offer was disclosed to Council upon receiving direction to issue RFP No. 2018-37, in the event it came to fruition prior to awarding a broker services agreement to market the property.

The initial proposal submitted by AHS on July 12, 2018, but due to unacceptable lease terms it was rejected. See Attachment B. At the direction of the Town Manager’s Office, Purchasing staff met with the broker representing AHS to discuss the Town’s counter offer, which limited the length of the lease agreement, provided for an annual rent increase every five years, and most importantly, excluded potential mitigation conditions and costs to be borne by the Town.

On October 15, 2018, AHS presented a response to the Town’s counter offer, which took into account the Town’s requests and made a commitment to accept the property as-is, assuming all mitigation risks. See Attachment C. The highlights of the updated proposal is outlined below:

- \$715,000 (5% of appraised value of \$14,300,000) initial annual gross rent, with a 10% rent escalator every five years
- 6% broker fee for the first ten (10) years of the lease (*CBRE fee is 3% for first 20 years*)

The above offer was effectively a **\$21,226,291 increase** in the lease value (over a 50-year period) from the initial offer, but it was again rejected and countered.

On December 4, 2018, AHS presented a response to the Town's second counter offer, which includes the terms of the October 15 offer but with the following updates. See Attachment D.

- Estimated value of property was increased 1% to \$14,460,303
- \$867,618 (6% of appraised value of \$14,460,303) initial annual gross rent, with a 10% rent escalator every five years

On December 13, 2108, AHS confirmed that that the December 4 financial terms are final but agreed that extensions to the initial 50-year agreement would have to be mutually agreed upon. See Attachment E. The lease value of the final terms is effectively an increase of an **additional \$12,161,691** from the October 15 proposal (and a \$33,387,982 increase from the initial offer).

FISCAL IMPACT

If Option A is selected there is no funding impact at this time. The fiscal impacts of any offers brought by CBRE will be calculated upon receipt and presented to Council.

If Option B is selected and Council chooses to enter into a lease agreement with AHS, the initial 50-year lease agreement would generate a total revenue amount of \$68,591,382.95, after broker fees (but not included the annual savings in the cost of property maintenance currently incurred by the Town. See attached spreadsheet for details (Attachment F).

A 2% annual property value appreciation during the initial 50-year term would result in a year 51 value of \$37,506,301, assuming present day value of \$14,460,303 (and no consideration of the potential value of site improvements made by AHS).

TOWN ATTORNEY REVIEW

If Option A is selected staff will work with the Town Attorney to finalize an agreement and resolution for Council approval at the February Town Council meeting. If Option B is selected staff will secured an experienced real estate attorney to prepare a lease agreement, which will be effectuated by the Town Manager.

Attachments

cc: Department Directors
Dean Mealy, Purchasing Manager



TOWN OF PALM BEACH

MEMORANDUM

DATE: August 30, 2018

TO: Jay Boodheshwar, Deputy Town Manager

FROM: Dean Mealy, Purchasing Manager 

SUBJECT: Final Ranking – RFP No. 2018-37 – Commercial Real Estate
Brokerage Services to Secure Land Lease Proposals for Town Owned
Property Located at 5976 Okeechobee Blvd., West Palm Beach, FL

The Town received proposals from four (4) respondents. On August 14, 2018, the Selection Committee met to consider the submittals. All members of the committee listed below were present:

Selection Committee Members -

Jay Boodheshwar – Deputy Town Manager
Sabra Kirkpatrick – Sales Director, Brown Harris Stevens
Logan Elliott – PZ&B Zoning Technician

Advisors and Facilitators (Non-Voting) -

Jane Le Clainche, CPA – Finance Director (Non-Voting)
Duke Basha – Assistant Purchasing Manager (Non-Voting)
John Cmar – Purchasing Coordinator (Non-Voting)

The Committee agreed by consensus to shortlist two (2) firms – Anderson & Carr, Inc., and CBRE, Inc. On August 29, 2018, the Selection Committee heard presentations and interviews by the shortlisted companies. All members of the Committee were present. After thorough consideration of the two (2) companies, the Selection Committee arrived at a final ranking as follows:

1. CBRE, Inc.
2. Anderson & Carr, Inc.

It is the recommendation of the Selection Committee to award a contract to CBRE, Inc. for Land Lease Broker Services.

Cc: File: RFP No. 2018-37
John Randolph, Town Attorney
Selection Committee Members

SELECTION COMMITTEE RANKINGS

Committee Member	Jay Boodheshwar	Logan Elliott	Sabra Kirkpatrick	Total
Company	Rating	Rating	Rating	Average Rating
1 CBRE, Inc.	4.88	5.00	4.90	4.93
2 Anderson & Carr, Inc.	4.10	4.80	4.20	4.37

SELECTION COMMITTEE RANKINGS

	Committee Member	Jay Boodheshwar	Logan Elliott	Sabra Kirkpatrick	Total
		Rating	Rating	Rating	
1	CBRE, Inc.	4.80	4.30	4.80	4.63
2	Anderson & Carr, Inc.	3.90	4.05	4.40	4.12
3	Colliers International South Florida, Inc.	3.00	3.70	3.20	3.30
4	Reichel Realty & Investments, Inc.	2.10	3.75	2.00	2.62

Short-Listed Firms



12895 SW 132 St. – Ste. 202
Miami, FL 33186
Phone 305.255.5527
Fax 305.255.5589

Town Center of the Palm Beach's

Mixed Use Project

Live-Work-Play

ahs RESIDENTIAL and Partners

July 12, 2018

Jay Boodheshwar
Deputy Town Manager
Town of Palm Beach
360 S. County Road
Palm Beach, FL 33480
JBoodheshwar@TownofPalmBeach.com

RE: Letter of Intent - Lease Option to Purchase 27.69 Acres

In Care Of: Robert D. Kelley, Jr., Licensed Real Estate Broker

Dear Mr. Boodheshwar,

Please let the following serve as a basic outline as to our intent to enter into a formal LEASE with an OPTION to Purchase transaction on the Town of Palm Beach land parcels:

Landlord/Seller: Town of Palm Beach

Tenant/Purchaser/Developer: New single purpose entity comprised of ahs RESIDENTIAL principals.

PCN's: 00-42-43-26-05-004-0000, 00-42-43-26-00-000-1300, 00-42-43-26-00-000-1340

Acreage: 27.69 acres

(1) Initial Lease Payment/Total Sale Price: \$715,000/\$14,300,000



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Miami, FL 33186
Phone 305.255.5527
Fax 305.255.5589

Initial Lease Payment/Total Sale Price contemplates a clean site with minimal remediation costs. In addition, the Initial Lease Payment/Total Sale Price contemplates sufficient concurrency including sufficient traffic capacity. As such, the Initial Lease Payment/Total Sale Price shall be adjusted, dollar for dollar, for all extraordinary expenses. Said expenses to be clearly defined in the Ground Lease/Sales Contract.

Lease Commencement: Upon the execution of a definitive, mutually acceptable, ground lease.

Rent Commencement: Rent shall commence upon the issuance of a Certificate of Occupancy for each component, residential and commercial, but no later than 24 months from final Site Plan Approval.

Lease Term: Renewable 99-year lease.

Due Diligence: 90 days.

Tenant/Buyer Exclusive Period: In consideration of Buyer's willingness to proceed with the negotiation of the Lease Agreement, Landlord/Seller agrees not to solicit, accept, or provide factual information or negotiate any offer to lease or purchase the Property from any person or entity other than the Tenant/Buyer until execution of the Lease Agreement or termination of the negotiations.

Closing: Subject to Site Plan approval for a minimum of 22 Residential Units per acre and 3-5 acres of Commercial Development:

1. Residential: 607 Market Rate Rental Housing Apartments to include a Workforce Housing Component as outlined by PBC and/or a secondary residential use to include Independent Living, Assisted Living and Memory Care (or any combination thereof).
2. Retail/Commercial: 3-5 acres and 50-100,000 SF.

Tenant/Buyer shall submit entitlement application to PBC within 45 days of the expiration of the Due Diligence period.

Closing Date: within 15 days of Final Site Plan Approval.



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Miami, FL 33186
Phone 305.255.5527
Fax 305.255.5589

Brokerage Commission: Robert D. Kelley, Jr., Licensed Real Estate Broker is the sole Broker in this transaction. The **Seller/Landlord** shall pay a commission equal to 6% of the total rents called for during the initial ten year term.

DEVELOPMENT TEAM

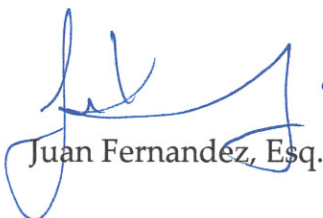
ahs RESIDENTIAL

ahs RESIDENTIAL was founded in 2012 with the goal of providing exceptional living opportunities for America's workforce. The parent company, MRV Engenharia has been building in Brazil for 30 years and is currently the world's second largest home builder measured by units. They consistently deliver 60,000 plus units annually. ahs RESIDENTIAL employs local people and our tenants spend significantly in the local community. The vast majority of our residents are in law enforcement, education, hospitality and the medical industry, as well as government employees. Their residents income typically ranges from \$60,000 to \$98,000.

Ahs' units are richly appointed with granite and stainless steel appliances and all projects have a common area with meeting and recreational space as well as a pool and fitness center. The company designs, entitles, builds, owns and manages all of its properties. Most projects are held in their portfolio long term so attention to detail and pride of ownership are important. Ahs does not require any third party financing, as all debt and equity is sourced in house. Further, ahs uses local materials and labor. The economic impact of our projects is significant.

Ahs' goal is to create exceptional communities for America's Workforce. In fact, our Princeton Groves project received the Product of the Year Award at the 2016 Builders Association of South Florida (BASF) Florida's BEST Awards. In addition, ahs received the 2016 Real Estate Developer of the Year Award presented by Governor Rick Scott at the Latin Builders Association (LBA) 2016 Industry Awards Ceremony. For more information see: www.ahsresidential.com.

Ahs Residential appreciates the opportunity and looks forward to working with Town of Palm Beach.



Juan Fernandez, Esq.



Creating Exceptional Communities for America's Workforce



About AHS® Residential

AHS: America's Housing Solutions.

Our purpose is to develop, build, and manage high quality multi-family communities that provide exceptional living opportunities to America's Workforce.

ahs® Residential is based in Miami, Florida, and focuses on developing South Florida's housing market. Established in 2012 by a dynamic group of real estate development experts, with over 100 years of combined experience, we bring an innovative vision and new opportunities to South Florida's workforce families and professionals. ■



We Develop

Located throughout the vibrant cities of Miami-Dade, Broward, and Palm Beach counties, we develop strong communities that give our residents easy access to public transportation, places of employment, good schools, recreation, and entertainment. ■



We Build

As a vertically integrated organization, ahs® Residential has its own internal construction group, ahs® Construction — offering the company and our partners significant advantages. ■

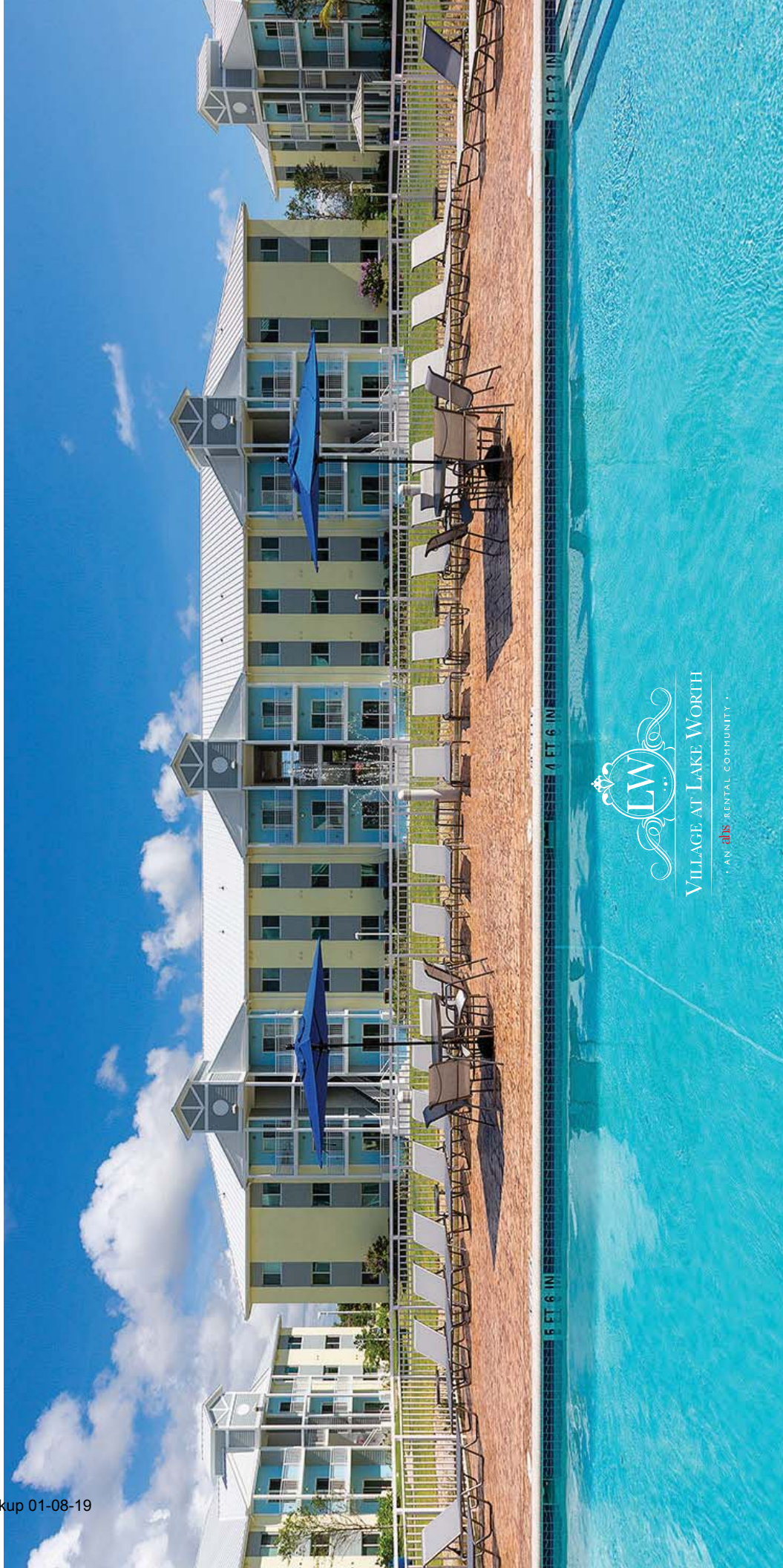


We Manage

Just as important as developing multi-family housing, our real success comes with maintaining thriving communities. We provide families the security of knowing they are in good hands with reasonable rents and high quality residential amenities.

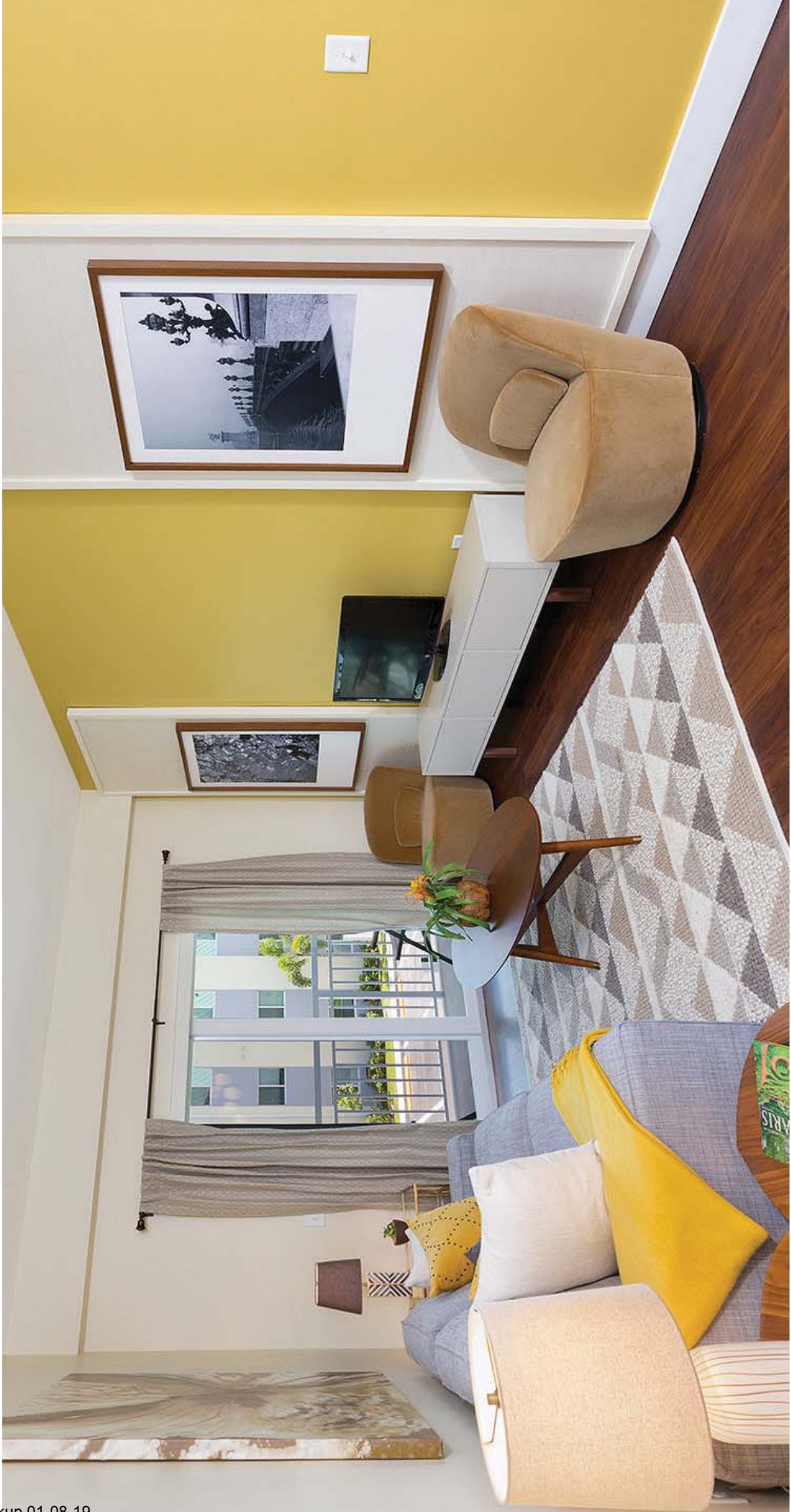
LIFESTYLE IS WHERE THE HEART IS

It's not just about finding the right home, it's also about living your dream lifestyle. It's why '*Spend Less, Live Better*' is at the core of our communities: affordable rent, quality homes and easy access to play, work and school. ■















LO
LAKESIDE
VILLAGE AT LAKE OSBORNE
AN **abs** RENTAL COMMUNITY





1 BEDROOM UNIT - STYLE A - KEY WEST



2 BEDROOM UNIT - STYLE C - KEY BISCAIYNE



PG
PRINCETON GROVES
AN APTA RENTAL COMMUNITY

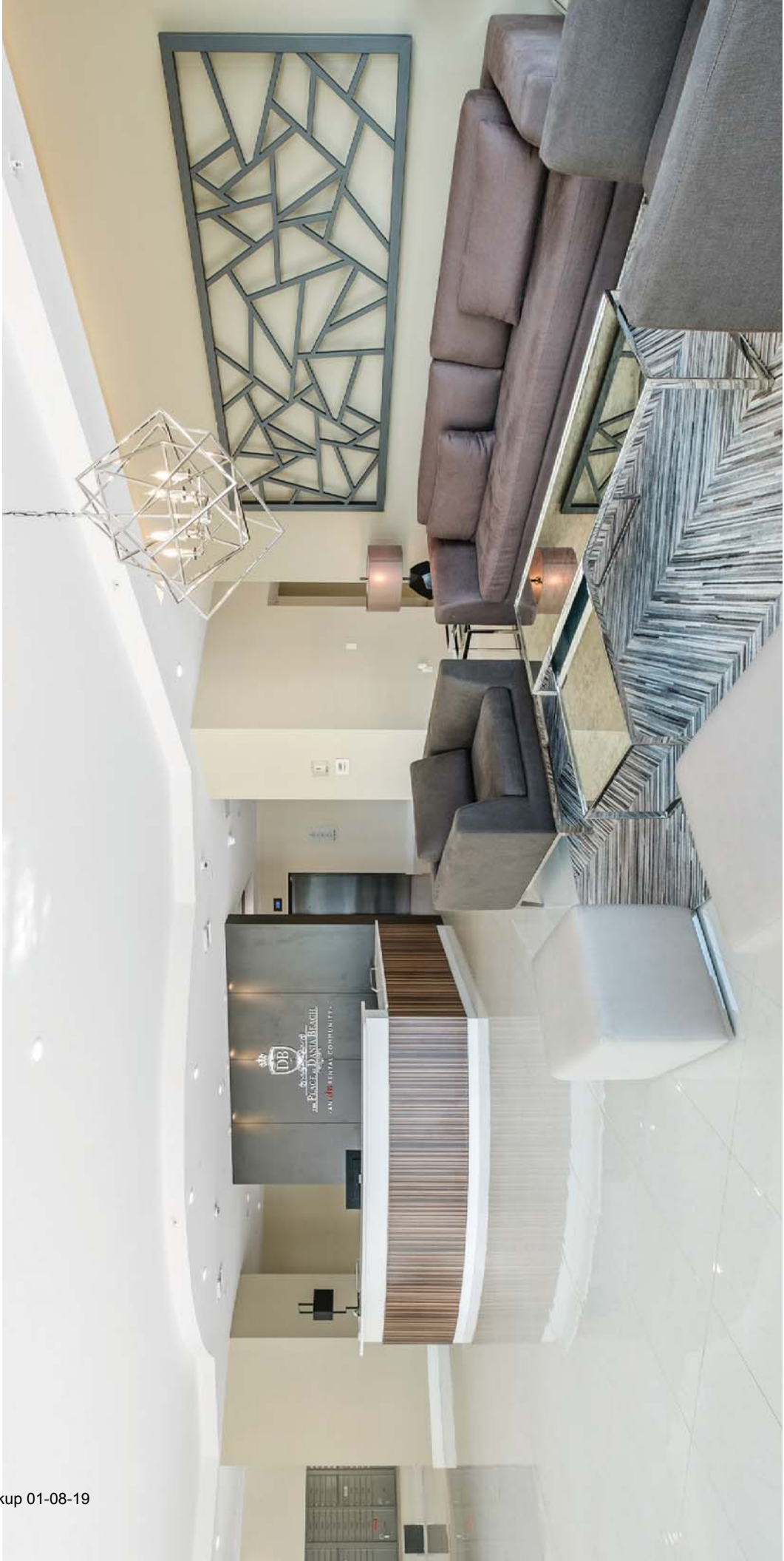




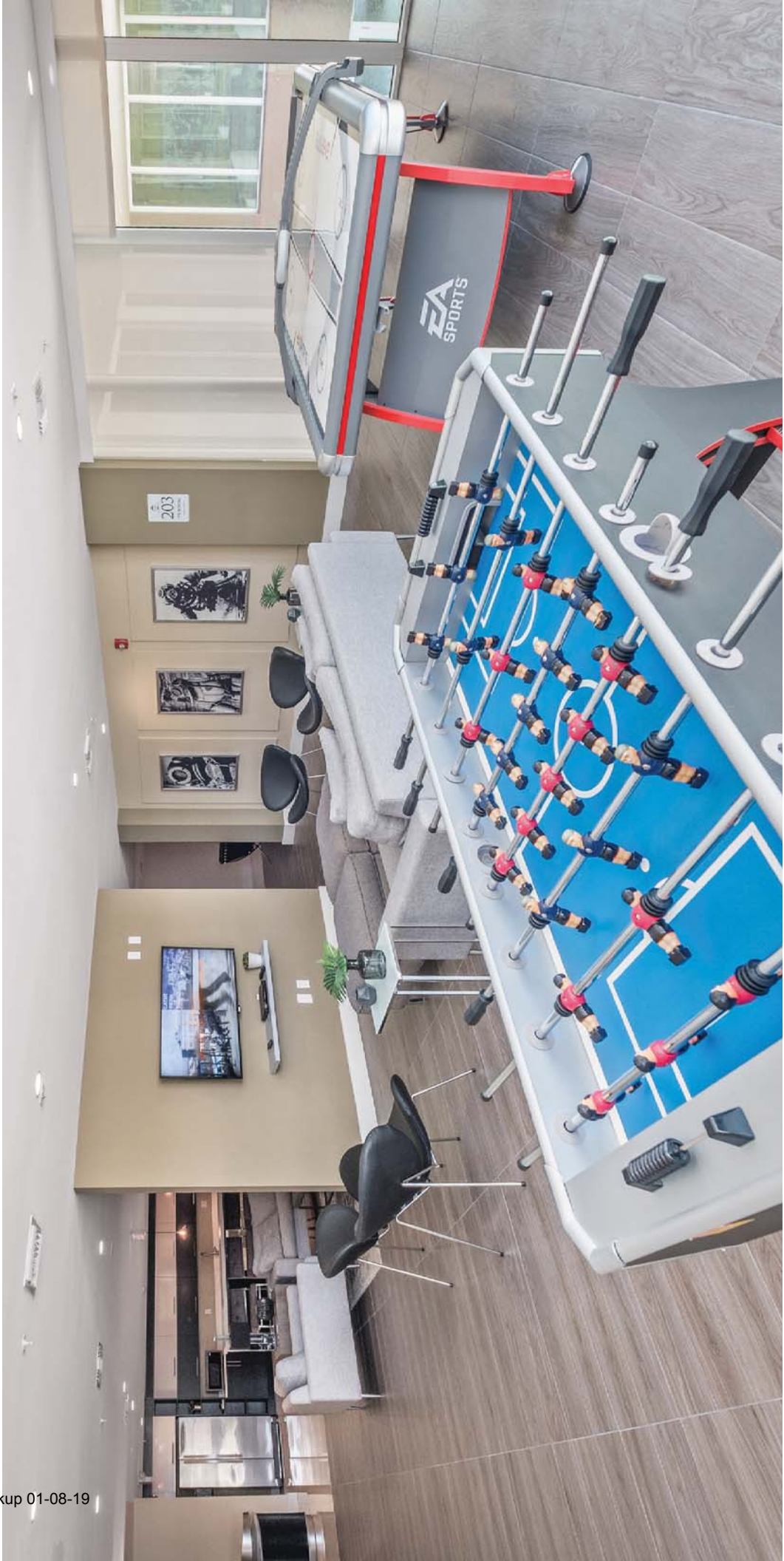






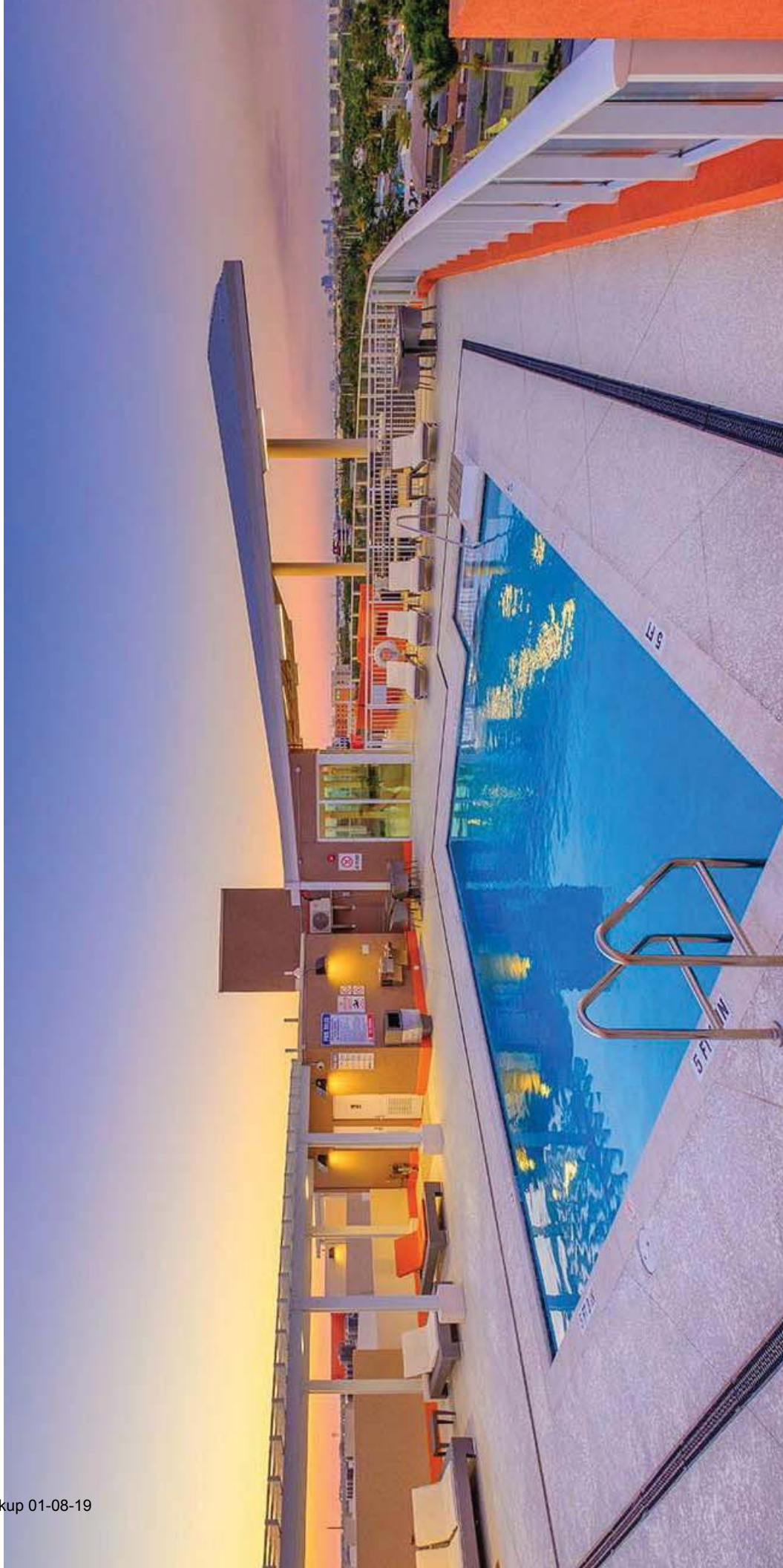








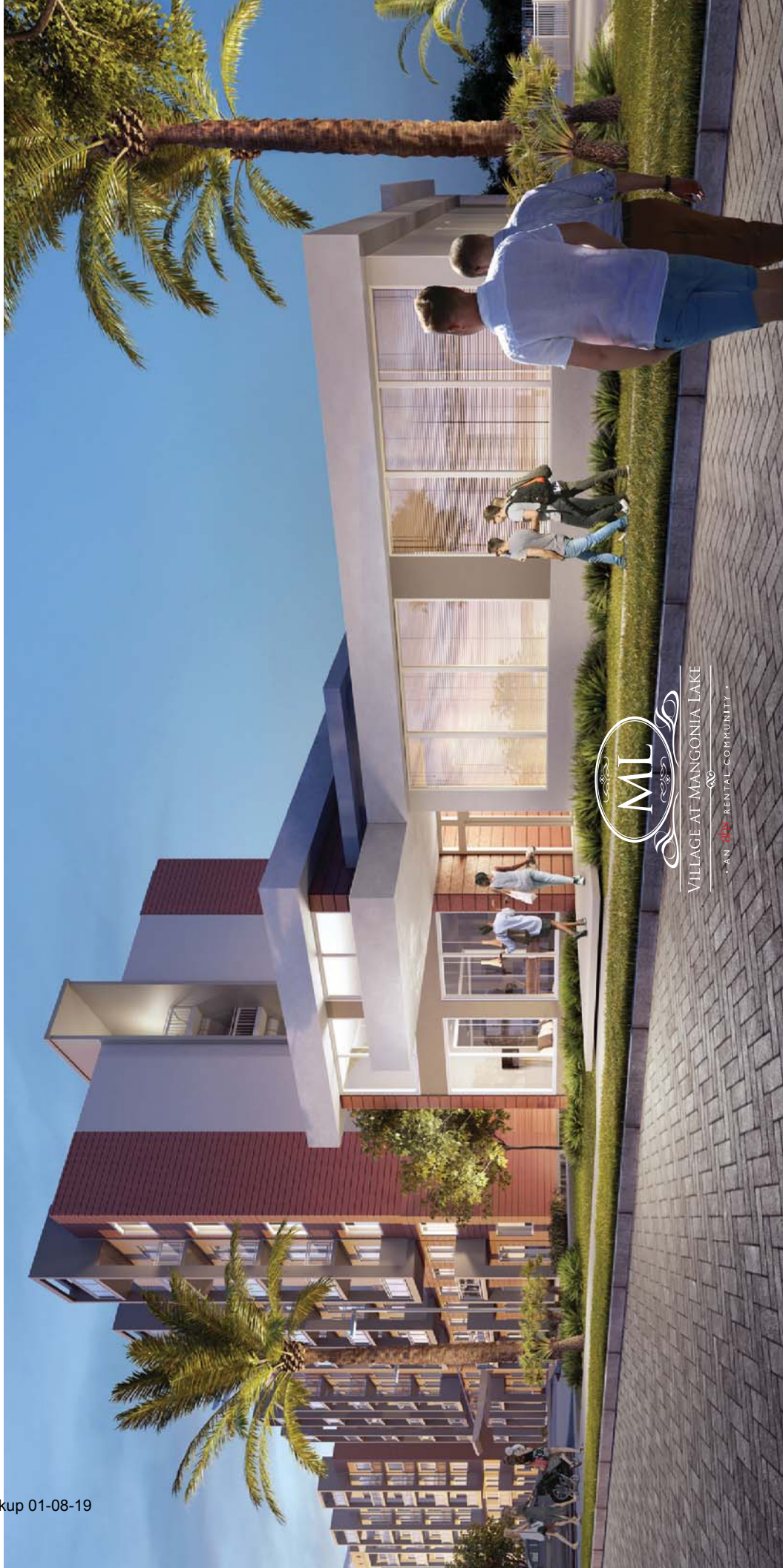




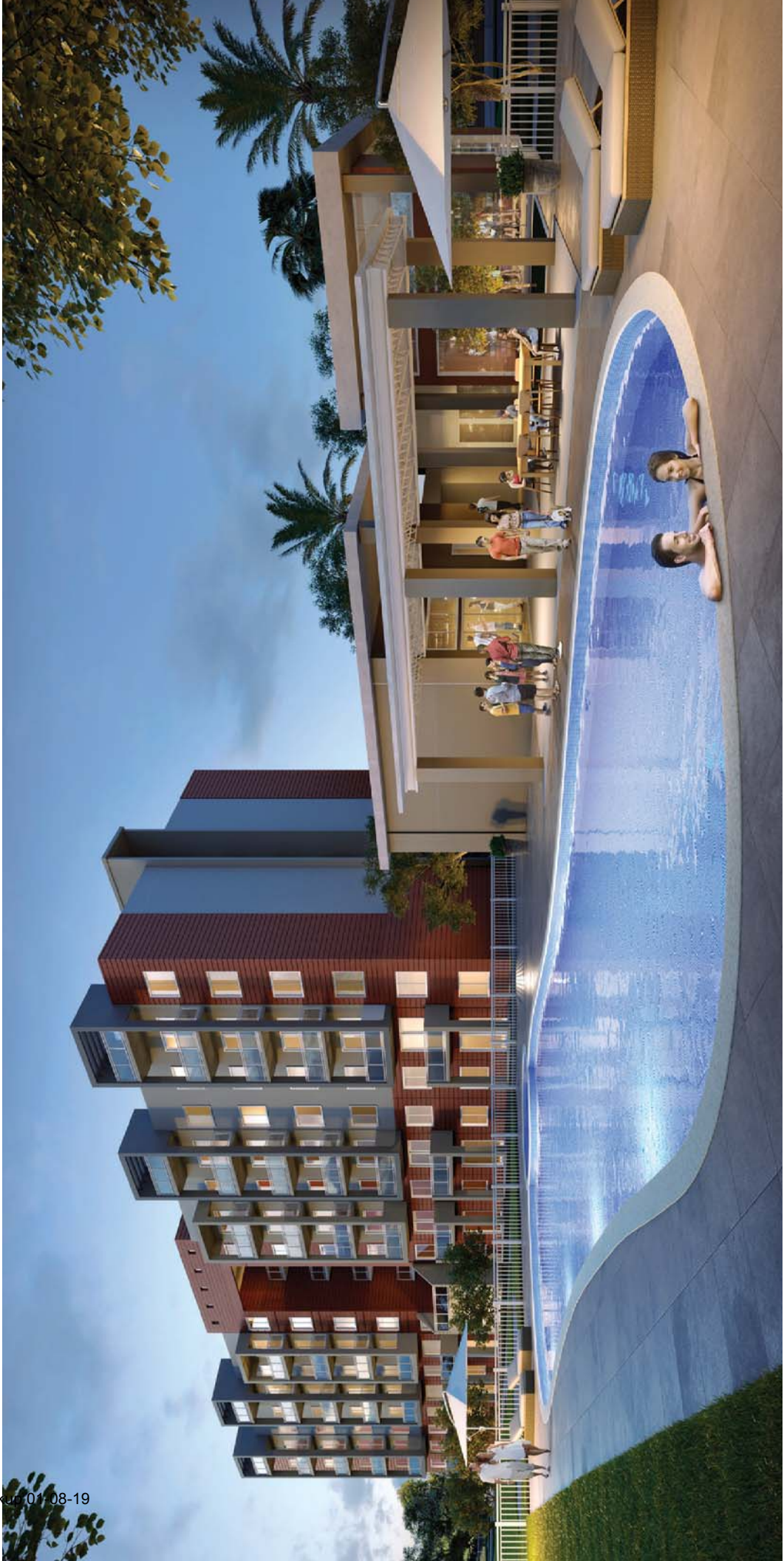








ML
VILLAGE AT MANGONIA LAKE
AN RMC RENTAL COMMUNITY







INTEGRITY DEFINES US. FAIRNESS GUIDES US.
EXCELLENCE DRIVES US.



AMERICA'S HOUSING SOLUTIONS, LLC

12895 SW 132ND STREET, SUITE 202 • MIAMI, FL 33186

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www.ahsresidential.com

PUBLISHED JUNE, 2018.

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PROPOSAL FOR LONG-TERM LEASEHOLD THE TOWN OF PALM BEACH

Privileged and Confidential



Creating Exceptional Communities for America's Workforce



INTEGRITY DEFINES US. FAIRNESS GUIDES US.
EXCELLENCE DRIVES US.

PROPOSAL FOR LONG-TERM LEASEHOLD ○ ————— THE TOWN OF PALM BEACH

OCTOBER, 2018

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AMERICA'S HOUSING SOLUTIONS, LLC

TCM Backlog 01-08-19
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TECHNICAL PROPOSAL

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CONTACT INFORMATION



DEVELOPER

Primary Contact

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Urban Planner

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SECTION 1

Introduction Letter

October 15, 2018

Jay Boodheshwar
Deputy Town Manager
The Town of Palm Beach
360 South County Road
Palm Beach, FL 33480

Dear Mr. Boodheshwar,

ahs® Residential is pleased to provide the enclosed technical proposal to The Town of Palm Beach for the long-term leasehold with option to purchase of the Town's 28.38-acre property located at 5976 Okeechobee Boulevard in West Palm Beach, Florida.

Having worked closely with municipalities around South Florida, ahs® understands the value of leadership in driving the smart growth of urban and suburban centers, and in partnering with the right groups to bring about positive development for our communities.

ahs® was founded in 2012 with the goal of delivering exceptional multi-family rental communities to the South Florida workforce. As the attached package will demonstrate, ahs® is uniquely qualified to execute on this vision, through a vertically-integrated organization of real estate development, construction, and property management professionals.

ahs® is a developer of market-rate housing products. Our projects do not rely on tax credits, government subsidies or other "affordable housing" programs. We believe so strongly in the demand presented by the middle-income market that we invest our own capital and underwrite our projects using strictly market assumptions, in creating the best and newest multi-family product of its kind in the region.

Backed by the financial strength of one of the hemisphere's most prolific housing developers, and guided by a simple, humble investment approach, ahs® drives value creation and quality control at every step of the development process, leading to patient returns for our shareholders and an outstanding living experience for our residents.

Above all, our company is successful when our residents are happy with the product and services we provide. This commitment extends to our neighbors and the greater community wherever we conduct business. As an investor for the long haul, we build each project with the intent to hold, becoming along the way a part of the communities we help build.

On behalf of ahs® Residential, thank you for the opportunity to participate in the development of this site.

Sincerely,



Ernesto P. Lopes, President
AHS Residential



AMERICA'S HOUSING SOLUTIONS, LLC

TCM Backup 01-08-19 12895 SW 32ND STREET, SUITE 202 • MIAMI, FL 33186 • P: +1. (305) 255-5527 • F: +1. (305) 255-5589

SECTION **2**

The Proposal

a. THE PROPOSAL

ahs® is proposing a long-term ground lease agreement with an option to purchase on an as-is basis for land owned by The Town of Palm Beach located at 5976 Okeechobee Boulevard in West Palm Beach, Florida. The subject properties are located within the jurisdictional boundaries of unincorporated Palm Beach County. The parcels currently support a Utilities and Transportation (U/T) Future Land Use (FLU) designation on the majority of the property with the frontage supporting a Commercial High with an underlying eight dwelling units per acre (CH/8) Future land Use designation. The current zoning of the parcels is Residential High (RH).

ahs® is offering two development options with the first being a multifamily development. In order to attain residential over the entire property it will be necessary to amend the Comprehensive Plan through a Large Scale Land Use Plan Amendment (parcels larger than 10 acres) to the High Residential 12 units per acre (HR-12) FLU. This amendment through the companion use of Workforce Density Bonus increase and the purchase of the Transfer of Development Rights will yield approximately 600 residential units. The second option is a mixed use development which would require an amendment to the FLU through a Large Scale Comprehensive Plan Amendment to Commercial High with an underlying 12 units per acre (CH/12). The mixed use development will be designed to support approximately 420 multifamily units, 60,000 s.f. of commercial uses, and a 240 bed assisted living facility. In either development option a companion rezoning application is required to complement the newly amended FLU and to support both the 100% residential development as well as the mixed use planned development format to allow for the mix of uses for commercial, assisted living, and multifamily residential.

Through the entitlement process the development team (traffic/civil engineer, architect, environmental consultant, land use planners) will secure approvals relating to traffic concurrency, water/wastewater utility capacity, environmental resources, landscaping and tree preservation, and storm water management to name of few. ahs® Residential will be solely responsible for the costs associated with the entitlement and approval process. The Town's involvement will likely only be necessary to the extent the development team needs information or signatures in order to process the applications.

b.

LEASE FEE SCHEDULE

LAND LEASE FEE SCHEDULE											
AHS RESIDENTIAL	YEARLY	YEARS 1 - 5	YEARS 6 - 10 +10%	YEARS 11 - 15 +10%	YEARS 16 - 20 +10%	YEARS 21 - 25 +10%	YEARS 26 - 30 +10%	YEARS 31 - 35 +10%	YEARS 36 - 40 +10%	YEARS 41 - 46 +10%	YEARS 46 - 50 +10%
AHS yearly lease payment	\$ 715,000.00	\$ 3,575,000.00	\$ 3,932,500.00	\$ 4,325,750.00	\$ 4,758,325.00	\$ 5,234,157.50	\$ 5,757,573.25	\$ 6,333,330.58	\$ 6,966,663.63	\$ 7,663,329.99	\$ 8,429,662.99
Brokers Expenses: 6% of the rent due in first 10 years to be paid by the Town of Palm Beach	\$ 42,900.00	\$ 450,450.00									
NET LEASE AMOUNT		\$ 3,124,550.00	\$ 3,696,550.00	\$ 4,325,750.00	\$ 4,758,325.00	\$ 5,234,157.50	\$ 5,757,573.25	\$ 6,333,330.58	\$ 6,966,663.63	\$ 7,663,329.99	\$ 8,429,662.99
Note: Brokers commission based on 6% of the lease amount paid in the first 10 years to be paid by the Town of Palm Beach as follows: 20% at lease execution; 40 % at first anniversary; and Balance at second anniversary.											

c. TERMS

- Land will be leased by ahs® Residential on an “as-is” basis. ahs® shall be responsible for entitlement and concurrency/impact fees.
- Rent payments shall begin at the issuance of a Certificate of Occupancy for the first structure completed or 24 months from the filing of the Large Scale Land Use Plan Amendment application, whichever comes later.
- 50-year lease with an option to extend, at ahs® Residential’s sole discretion as long as not in default of the lease agreement, for up to three 10-year periods.
- The lease, in whole or in part, may be assigned to one or more parties.
- ahs® Residential has the right, at its sole discretion, to sublease any portion of the property.
- Lease shall be contingent upon ahs® Residential obtaining at a minimum, final and non-appealable site plan approval from Palm Beach County and any other applicable governmental agency for the uses considered in the Development Matrix (included herein.)
- Town of Palm Beach is responsible for paying broker’s fees as per the attached Fee Schedule.
- ahs® Residential will have the right of first refusal to purchase the land when The Town of Palm Beach decides to sell. Purchase price to be determined by a Discounted Cash Flow of the remainder of the lease at a 5% discount rate.

d. **DEVELOPMENT MATRIX**

	POSSIBLE USES		
	APARTMENTS	COMMERCIAL	ALF
OPTION 1	600 Units	0	0
OPTION 2	420 Units	60,000 SF	240 Beds

***e.* POTENTIAL MASTER DEVELOPMENT SCHEDULE**

f. CONCEPTUAL SITE PLAN







SECTION **3**

About ahs®

DEVELOPMENT CONSTRUCTION MANAGEMENT

a. ahs® RESIDENTIAL

Successful development begins with understanding the markets and submarkets within a defined geography. Demographics, lifestyle trends, job creation and development costs fuel a perpetual balancing act of supply and demand, moving rental rates and occupancies from cycle to cycle. As an active local participant in the idiosyncratic South Florida real estate environment, ahs® Residential draws on a deep knowledge of the forces that move markets. This in turn drives the identification, vetting, and acquisition of strategic land assets.

ahs® views the preparation of land for development as a key source of value creation, and a crucial element in the successful delivery of high-end workforce housing products. As a full service developer, ahs® often acquires raw land with the intent of securing all required entitlements, including but not limited to: land use amendments, zoning changes, temporary and final platting (land development), drainage and environmental approvals, granting of access and/or utility easements, traffic impact mitigation, asbestos remediation, coordination of utility service contracts, provision of public works, negotiating, drafting, and recording of restrictive covenants, management of relationships with neighbors and neighboring property owners, and coordination of architectural and engineering design, ultimately leading to site plan approval and building permits. Executing on these activities requires a broad skillset, a knowledge of specific municipal review processes, genuine relationships, and a great deal of perseverance.

Once approved, ahs® further shepherds its projects through the construction phase. Engaged in oversight of construction activities, ahs® Residential staff serve as Owner's Representatives to each construction project, creating a healthy dynamic of checks and balances within the organization. At the conclusion of construction, Owner's Reps assist in coordinating Certificates of Occupancy and project turnover, setting the stage for Property Management to successfully lease-up and operate the property.

b. CORPORATE PHILOSOPHY & OVERVIEW

As one of the largest metropolitan areas in the U.S., South Florida is a strong and vibrant community offering a world of opportunity for an expanding workforce. Our goal is to develop and maintain exceptional, multi-family housing and to build prosperous neighborhoods near a strong base of employment, schools, public transportation, and residential amenities for medium-income families.

ABOUT ahs®

ahs® Residential, LLC is based in Miami, Florida, and focuses on developing South Florida's housing market. Established in 2012 by a dynamic group of real estate development experts, with over 100 years of combined experience, we bring an innovative vision and new opportunities to South Florida's workforce families and professionals. We believe so strongly that middle class families help drive market activity and generate capital for our community that we fund all our projects through private equity and project financing. There are no government subsidies, grants, or public finances involved. Our deep industry knowledge includes project entitlements, construction completion, and asset management providing all of the necessary expertise for full-service housing solutions. From acquiring land to developing and managing properties, we are able to provide economic growth for communities and a stable living environment for medium income families. Our experience in developing housing, access to private financing, reinvestment program, and community engagement ensures the creation of long-lasting, vibrant communities.

ahs® Residential offers a comprehensive approach to the real estate development industry and a new vision for South Florida's growing Workforce Market through:

- A deep understanding of strategic urban planning and development, and recognition of exceptional market opportunities in the right areas.
- Deep knowledge of the overall dynamics of South Florida and its real estate market.
- Taking a full-service approach by overseeing and controlling all aspects of our projects – from land procurement, project entitlements, pre-construction, general contracting, and property management.
- Independent financial strength and investment capacity – no government subsidies, grants or public financing.

OUR GOALS

- Acquire land near a solid base of employment, schools, and public transportation to build prosperous neighborhoods with economic growth potential.
- Develop exceptional multi-family housing and provide strategic community planning for medium income families.
- Manage and maintain strong multi-family communities to ensure stability for residents with affordable rents and superior quality of life.

WHY ahs®?

ahs® is uniquely positioned to take full advantage of a booming Workforce Rental Market through:

- A Comprehensive knowledge of the overall dynamics of South Florida and its real estate market
- Qualified team of professionals
- Solid land banking with properties located in strategic areas
- Independent financial strength with investment capacity

WHO WE ARE



I. Full Service Real Estate Company

- Real Estate Developers
- Equity Investors
- General Contractors
- Property Managers

II. Managed by a group of experienced professionals with extensive experience in the Real Estate Industry

OUR APPROACH

- We invest our own cash.
- We do not seek public subsidies.
- We do not require bank financing.
- We design our communities to be affordable to a modest middle-income market.
- Our communities are not government-sponsored, tax credit, “affordable housing” projects.
- We invest for the long term.
- We do not “flip”.
- We plan, develop, build, lease-up and manage for the sustainable long-term success of our projects and the surrounding community.
- As a for-profit entity, we make money when our residents are happy!

HOW WE DO IT

- We have refined our design concepts.
- We understand our market.
- We serve a modest-income demographic, whose demand for housing is not met in the marketplace and which receives little attention from the development community.
- Our investment approach is simple.
 - We are a well-capitalized, patient investor with a long-term view
 - We command every step of the development process
 - We create value
- We have the expertise to put it all together.

c. ahs® CORPORATE – KEY PERSONNEL RESUMES

At ahs® Residential, we work hard to recruit and retain professional talent. Our dedicated development team offers years of experience in construction management, general contracting, architecture, and real estate to ensure excellence in our work and efficiency from start to finish.



RUBENS MENIN TEIXEIRA DE SOUZA

Chairman of the Board

Rubens Menin Teixeira de Souza brings over 35 years of experience in real estate development and construction to ahs® Residential, and has been investing and developing multi-family and commercial real estate properties in Florida since 2000. Moreover, Mr. Menin is a founding member and Chairman to several other significant and successful Residentials and companies.

In 1979, Mr. Menin and his two cousins founded MRV Engenharia e Participacoes S.A., recognized as Brazil's largest real estate development operation. He currently serves as a controlling shareholder and Chairman of the Board. MRV became public in 2007 and today, operates in 142 cities in Brazil and sells and builds around 40,000 residential units per year, while managing more than 270 constructions sites simultaneously. For more information regarding MRV Engenharia e Participacoes S.A., visit www.mrv.com.br.

Mr. Menin is also a founding partner of Bank Intermedium, which holds \$550 million in total assets and 120 Million in equity; as well as, founding partner and Chairman of the Board of Urbamais Desenvolvimento Urbano S. A., an urban development company that oversees 14 projects in 11 Brazilian cities, encompassing 56 million square feet in sellable area.

Furthermore, he has served as a Chairman of the Board of Directors since 1994 for LOG Commercial Properties, a property company dedicated to developing, building, and leasing commercial properties. As of today, the LOG portfolio totals approximately 14 million square feet of gross leasable area in 25 different cities.

Rubens Souza holds a Civil Engineering Degree from the Federal University of Minas Gerais in Brazil.



ERNESTO P. LOPES

President and CEO

As President and CEO of ahs® Residential, Ernesto Lopes brings more than 33 years of experience in Construction and Real Estate Development.

Mr. Lopes has had a global career, working on high profile projects in Latin America, Europe, and the United States. Starting as a structural engineer in Brazil, he worked on many significant operations related to the design of formwork and shoring systems for bridges, high-rise buildings, and infrastructure projects. Since 1996 he has been a partner at ERGIL Construções, a residential development and construction company in Brazil. He has also held key positions with the Swiss-based Nüssli Company and the Olympvs Group, which led him to become involved in the planning, development, and expansion of hundreds of temporary stadiums and structures for events such as, the Winter Olympic Games in Sarajevo and Lillehammer, the Summer Games in Barcelona in 1992 and Atlanta in 1996, the 1998 Women's Soccer World Cup in the U.S., and the remodeling of the Lockhart Stadium in Fort Lauderdale, as well as several Formula One Grand Prix races.

In 1999, he founded Portland Services and also served as President and CEO of the Greenwich Development Group in Miami where he was responsible for more than \$450 Million in commercial, industrial, and residential projects.

In 2010, Mr. Lopes became Construction Director for Odebrecht S.A., a multinational construction conglomerate, where he managed contracts with the US Army Corps of Engineers. In 2012 he left the company to become the CEO of ahs®.

Ernesto Lopes is an alumnus of the Harvard Business School and the Harvard University Graduate School of Design, and a graduate of the Owner/President Management (OPM) Program and the Advanced Management Development Program in Real Estate (ADMP). He holds a degree in Civil Engineering from the University of São Paulo in Brazil, and is a Certified General Contractor in the State of Florida..

elopes@ahsresidential.com



CARLOS E. GONZALEZ, JR.

Chief Financial Officer

○ Carlos E. Gonzalez, Jr. is Chief Financial Officer of ahs® Residential, LLC and its subsidiaries. Mr. Gonzalez joined the company in 2015 and is primarily responsible for managing the company's finance, accounting, financial reporting and investor relations units. Since joining ahs®, Mr. Gonzalez has been directly responsible for arranging all the company's project construction and permanent financing for its various multi-family rental projects throughout South Florida. In addition, Mr. Gonzalez is responsible for financial planning of the company's Development and Property Management units as well as a strategic partner to the President & CEO.

Formerly, Mr. Gonzalez was Vice President and Senior Relationship Manager for BankUnited, N.A.'s Corporate Banking Division – overseeing and managing over \$250 million in commercial and construction loans primarily to large contractors and middle-market companies located in South Florida.

From 1999 to 2009, Mr. Gonzalez held the position of Vice President and Relationship Manager for SunTrust Bank's Commercial Real Estate Group. During his time at SunTrust, Mr. Gonzalez was responsible for originating and managing close to \$1 billion in new construction and permanent loan financing to commercial real estate developers and investors related to multi-family, retail, office, and large residential single-family housing projects.

Mr. Gonzalez has also served as a Board of Director of the Builders Association of South Florida (BASF) since 2006, serving as its 1st Vice President in 2009.

Moreover, his main area of expertise in finance management and lending includes a multi-million dollar portfolio spanning real estate and development sectors across South Florida. Mr. Gonzalez's extensive industry knowledge and experience working as a commercial real estate and corporate lender is an asset to ahs®.

Mr. Gonzalez holds a Masters in Science in Finance from Florida International University and a Bachelors of Science in both Finance and Real Estate from Florida State University.

cg@ahsresidential.com



OSVALDO J. MARCHANTE

CHIEF OPERATING OFFICER

Osvaldo J. Marchante is the Chief Operating Officer of ahs® Residential, LLC. Mr. Marchante joined ahs® in 2018 and is overseeing HR (human resources), marketing, IT (information technology), BI (business intelligence), ERP (enterprise resource planning), logistics / procurement, and back office operations, as well as equipment and fleet management. In addition, Mr. Marchante will assist the CEO in the overall direction of the company, establishing and implementing operating procedures, and evaluating operating results. Prior to joining ahs®, Mr. Marchante worked with the company on a consulting basis. During this time, he was working with the executive team developing the strategic planning, human resource planning along with having oversight of the logistics business unit.

Formerly, Mr. Marchante was President of Marchante & Associates, Inc.—focusing on assisting companies with strategic planning, operation and holds a Real Estate Associate License.

From 1991 to 1995, Mr. Marchante served as Vice President of an International Distribution Company focusing his development within Latin America. This was followed by a five year move to Mexico City as President and CEO to operate a joint venture company owned by an International company.

In addition, from 1996 to 2011, Mr. Marchante has also held the position of Chairman and CEO of a Distribution and Logistics Company in South Florida. Mr. Marchante comes to ahs® with a strong experience in conducting business globally, business development, operations management, and leadership. We believe that because of his experience, along with the time spent with our team during the past two years, Mr. Marchante will be a great asset to ahs® as we embrace in the next phase of our growth.

omarchante@ahsresidential.com



ALEX R. BALLINA

Director of Asset Management

○ Alex R. Ballina is responsible for all aspects of property management functions, asset management operations and administration of the diverse residential portfolio for ahs® Residential.

Prior to joining ahs® Residential, Mr. Ballina held several key executive positions for private and public sector organizations, including Director of Asset Management for the Miami Dade Public Housing and Community Development Department (PHCD), City of Miami Beach Housing & Community Development Department and for Prudential Real Estate Services. His responsibilities have been multi-faceted, including the administration of assets in excess of \$800 million encompassing the management of housing programs for over 12,000 multifamily units and approximately 40,000 residents throughout Miami Dade County.

Mr. Ballina has served on various boards and committees throughout his career, most recently on the Affordable Housing Task Force of South Florida and the Miami Dade County Tax Increment Financing Coordinating Committee. Mr. Ballina holds a Bachelor of Arts from Florida International University (FIU) along with a Florida Real Estate License, Florida Department of Financial Services- Insurance License and various U.S. HUD Certifications.

aballina@ahsresidential.com



SELMA RABELO

Project Manager



Selma Rabelo serves as Project Manager for ahs® Residential, bringing 20 years of experience in business development, real estate development, design, and construction.

Ms. Rabelo responsibilities include all elements of development, from land acquisition and due diligence, to project entitlements, design coordination, and owner's representation, leading finally to project close-out and turnover to Property Management. Ms. Rabelo is a key Architect retained to spearhead the implementation of our new construction system, she will also be serving as our primary day-to-day liaison with MRV on design and technical matters to maintain and enhance both companies' commitment to mutual knowledge-sharing.

Ms. Rabelo has had a global career, collaborating on high profile projects in Latin America, Australia, Europe, and the United States and has played an integral role in the design, development and construction of several of Brazil's largest and most innovative real estate projects over the past 2 decades.

In 2010, Mr. Rabelo became Senior Development Manager for Odebrecht, a \$60 billion, multinational construction conglomerate, where she managed the \$ 2 billion real estate project "Parque da Cidade" (City Park) 21 acres, 6.4 million sqft, 10 towers mixed-use LEED certificated development along prime riverfront property in the heart of Sao Paulo that includes high-end residential living, corporate offices, office suites, restaurants, a plethora of retail shops, and a Four Seasons Hotel. It was also the first project in Brazil to seek LEED Neighborhood Development certification and included at the exclusive Climate Positive Development Network.

Selma Rabelo was an active member in the international Climate Positive Program, an association between Clinton Foundation, C40 Cities and US Green Building which gathers the 17 most sustainable projects worldwide helping cities meet the dual challenge of rapid urbanization and climate change.

Ms. Rabelo holds a Masters of Technology and Management in Construction from USP – Polytechnic School of the University of São Paulo, and a Bachelor's of Architecture and Urbanism from UFBA – Federal University of Brazil. She has also a minor in Civil Engineering from Catholic University.

srabelo@ahsresidential.com

d. ahs® CONSTRUCTION

As a vertically integrated organization, ahs® houses its own internal construction group, ahs® Construction—affording the company and our partners significant advantages.

An essential tenet of the ahs® business model, in-house construction expertise is one of several keys to the successful delivery of new-build luxury living products to the workforce. Harnessing the power of this central component of the development process, ahs® adds value where traditional developers cannot.

Having construction management internal to the company means that constructability and efficiency are part of the design process from the beginning. ahs® Project Managers are involved in design and construction coordination from an early stage, pushing for cost savings without compromising quality. Value engineering leads to more economical structures and systems, and shortens construction schedules. Coordination in the field is streamlined. Crucially, the profit traditionally taken by a third party General Contractor is eliminated from the process, passing savings to our residents in the form of attainable rents—and ensuring high occupancies and profitable operations for ahs® investments.

continue on next page.



Construction activities undertaken by ahs® span pre-construction, construction, and post-completion phases. These include, but are not limited to:

- Detailed line-item project budgeting
- Participation in design review meetings
- Construction scheduling
- Value engineering
- Plan review and construction coordination with Building Officials
- Development of General Conditions
- Development of cash flow projections and draw schedules
- Pre-qualification of subcontractors and suppliers
- Receiving and analyzing of competitive contract bids
- Awarding of trade contracts
- Establishment of field office; layout of staging areas and site access
- Scheduling and directing of trade contractors
- Conducting of regular meetings with both trades and ownership
- Review of shop drawings
- Coordination of Building Inspections
- Development of regular project reports to ownership
- Compilation of monthly draw requests, drafting of monthly lien releases
- Maintenance of As-Built drawings
- Management of trade contractor punch lists
- Preparation of close-out documents
- Coordination with Building and Zoning Departments to obtain Final Certificates of Occupancy

e. ahs[®] MANAGEMENT

As Just as important as developing multi-family housing, our real success comes with maintaining thriving communities. We provide families the security of knowing they are in good hands with reasonable rents and high quality residential amenities.

MACRO ECONOMIC TRENDS ARE FAVORABLE

- Strong demand for new rental apartments for the “Working Middle Class”, located within primary and secondary markets throughout the U.S.
- Low inventory of “Market Rate” apartments. It requires 440,000 new apartments per year to meet pent-up demand. Per REIS.com, 340,000 new apartment units came online in 2015.
- The aging of the “Generation Y” population (estimated to be 80 million people) into adulthood favors strong rental demands for years to come.
- There are roughly 80 million people between the ages of 18 and 35 in the US, the overwhelming majority (60%) of which are or will become renters and not homeowners.
- Rent growth remains healthy with low vacancies. Effective rents rose by 4.5% in 2017 nationally.



d. AWARDS

Latin Builder's Association Honors ahs® Residential as Real Estate Developer of the Year

On September 30, 2016, ahs® attended the Latin Builders' Association (LBA) 2016 Industry Awards Ceremony in Miami, where we received the prestigious honor of "Developer of the Year", beating out much larger and established competitors such as Related Group and Lennar Corp. As many know, the LBA is the largest and most influential real estate trade association in South Florida, and their endorsement of our product speaks volumes about its' quality and ability to successfully compete in the marketplace. The event, which featured a keynote address from Florida Governor Rick Scott, was attended by an array of leading figures from South Florida's business and political circles, and was widely covered by the local media.

Princeton Groves Awarded Product of the Year!

ahs® Residential's Princeton Groves has received the product of the year award at the 2016 Builders Association of South Florida (BASF) Florida's BEST Awards. The award show honors local businesses leading in construction, property development, architecture, and interior design. The gala features prestigious guests such as The Related Group, Prestige Companies BTI Developers, and Fortune International Realty.

In 2016, our team members representing ahs® Residential received the product of the year award for our work for Princeton Groves, an ahs® Rental community.

ahs® TOP Commercial Real Estate Developer

The South Florida Business Journal has recognized us as the "Top Commercial Real Estate Developers" for July, 2018! Awarded by the leading business news outlet covering Broward, Miami-Dade and Palm Beach counties, the SFBJ ranked ahs® Residential the highest among all our competitors throughout South Florida.

g. REFERENCES



(i.) JOSE CITRON

Former Miami Field Office Director | United States Department
of Housing and Urban Development



p. (305) 904-1832

(ii.) TAMARA JAMES
Mayor | City of Dania Beach

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Dania Beach, FL 33004

(iii.) JOE A. MARTINEZ

Commissioner | District 11, Miami-Dade County



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Miami, FL 33128

(iv.) MARC LAFERRIER

Community Development Director | City of Dania Beach



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email: mlaferrier@daniabeachfl.gov
100 W Dania Beach Boulevard
Dania Beach, FL 33004

(v.) William Waters

Director for Community Sustainability | City of Lake Worth

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email: wwaters@lakeworth.org

1900 2nd Ave North
Lake Worth, FL 33461

SECTION 4

ahs®
Projects

a. PROJECTS



Our Portfolio

NOW LEASING:

Village at Lake Worth

7.64 Acres - 216 Units

Village at Lake Osborne

5.01 Acres - 118 Units

Princeton Groves

7.91 Acres - 216 Units

The Place at Dania Beach

1.96 Acres - 144 Units

UNDER DEVELOPMENT:

Village at Crystal Lakes

5.0 Acres - 125 Units

Deering Groves

9.33 Acres - 281 Units

Village at Mangonia Lake

7.56 Acres - 240 Units

PLANNING:

Village at Coral Reef

4.57 Acres - 175 Units

Pine Groves

6.74 Acres - 202 Units





(i.) Village at Lake Worth





VILLAGE AT LAKE WORTH Provides for the following:

- 7 three-story residential buildings
- Club House (expansive multi-purpose room, gym, rest rooms and offices)
- Swimming Pool and canopy area
- Tot lot play area and canopy
- Barbeque areas with canopies
- Landscaping exceeding current and proposed code standards
- Lake, nearly one acre in size with surrounding walking trail
- Development of a 6' high decorative pre-cast concrete wall at the west property line
- Bus stop pavilion with bike racks
- Entrance features off Lake Worth Road consisting of decorative concrete entry drive, entry trellis, entry signage and landscape features.
- City of Lake Worth sign at the corner of Lake Worth Road and Boutwell Road



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VILLAGE AT LAKE WORTH



(ii.) Village at Lake Osborne



VILLAGE AT LAKE OSBORNE Provides for the following:



- 3 three story residential buildings
- Multi-purpose room and gym
- Pool
- Granite Kitchen and Vanity Tops
- Stainless Steel Appliances
- Landscaping exceeding current and proposed code standards
- Lake
- School bus stop on 2nd Ave. N.
- Bus stop on Lake Worth Road
- New sidewalk on 2nd Ave. N.
- Entrance features off Lake Worth Road consisting of decorative concrete entry drive, entry signage and landscape features



VILLAGE AT LAKE OSBORNE



(iii.) The Place at Dania Beach





THE PLACE AT DANIA BEACH Provides for the following:

- 7 story residential building with 1,2 & 3 bed room units
- Multi-purpose room
- Gym
- Roof top swimming pool, sundeck, canopy area, bar and fire pit
- Roof top barbeque areas with canopies
- Retail for restaurants and shops
- Bus stop pavilion with bike racks
- Parking garage for 243 spaces
- Charging stations for 6 EV
- 17 on street parking spaces
- 58 Enclosed bicycle spaces
- Sustainable Building Practices which will be incorporated into the building design, construction and management of the project.



TCM Backup 01-05-2024

THE PLACE AT DANIA BEACH



(iv.) Princeton Groves

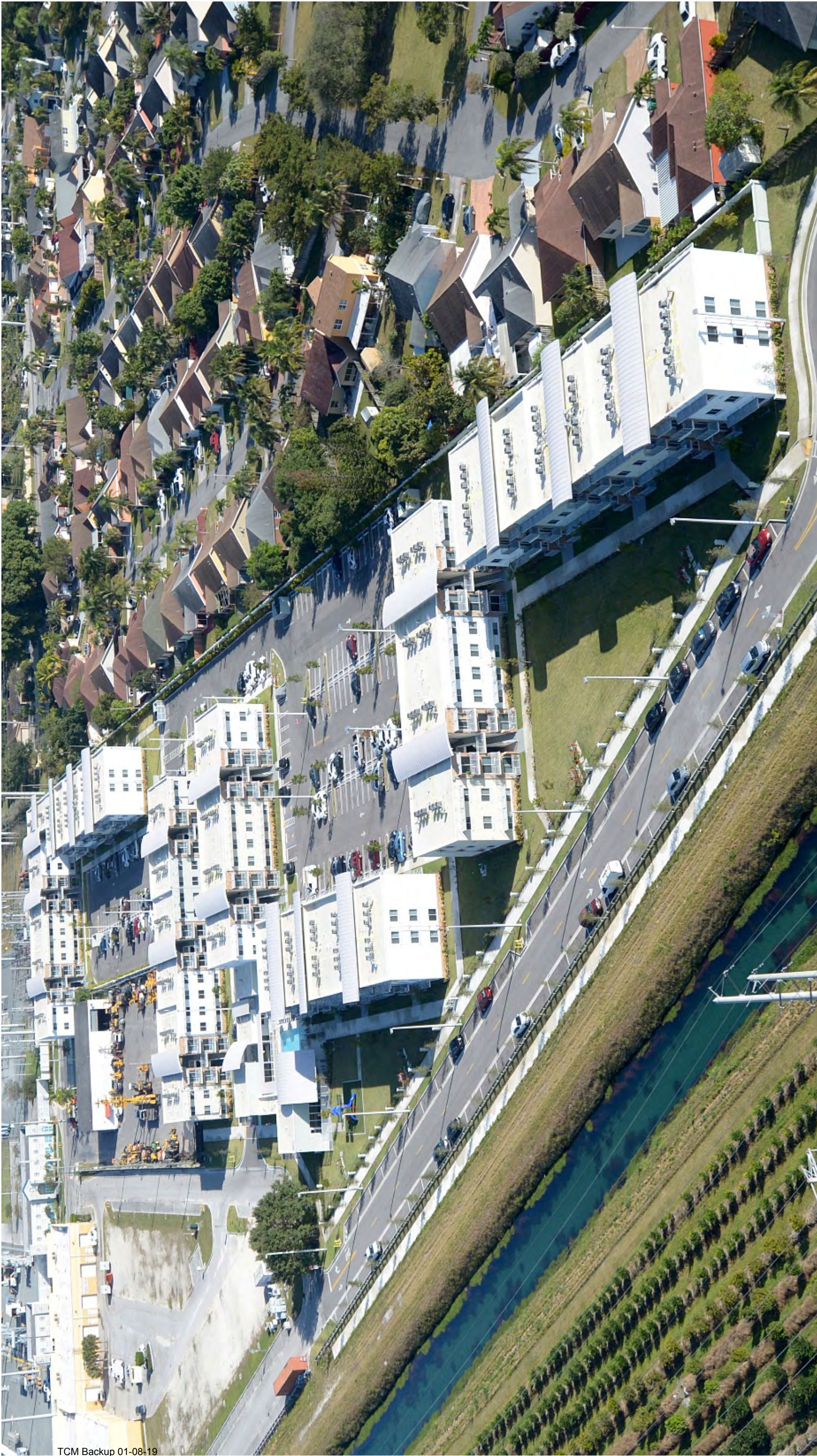




PRINCETON GROVES Provides for the following:



- 5 three-story residential buildings
- Club House (expansive multi-purpose room, gym, rest rooms and offices)
- Swimming Pool and canopy area
- Tot lot play area and canopy
- Landscaping exceeding current and proposed code standards
- Entrance features.



PRINCETON GROVES



**(v.) Village at Crystal Lakes
Provides for the following:**



- Leasing 1,2 & 3 Bedroom Units
- Multi-Purpose Community Room
- State-Of-The-Art Fitness Center
- Swimming Pool
- Energy Efficient stainless steel appliances
- Wood grain flooring throughout apartment



TCM Backup 01-08-19

VILLAGE AT CRYSTAL LAKES



**(vi.) Deering Groves
Provides for the following:**

- LOCATION: 25400 SW 137 Avenue, Homestead, FL 33032
- 281 Units: 1, 2 & 3 bedrooms. On a 9.33 acre site
- AVAILABLE Q1 2019



TCM Backup 01-08-19

DEERING GROVES



(vii.) Village at Mangonia Lake



VILLAGE AT MANGONIA LAKE

Provides for the following:



- Three six story residential structures, each containing 72 units, 24 one bedroom and 48 two bedroom units.
- One three story residential structure containing 12 two bedroom units.
- Club house containing; lobby, offices, recreation room, multipurpose room, kitchenette and gym.
- Club house court yard BBQ area and sun deck.
- Pool and pool deck.
- Tot lot.
- Walking paths thru out the site with exercise stations.
- Three BBQ areas with gazebos.



TCM Backup 01-08-19

VILLAGE AT MANGONIA LAKE



(viii.) Village At Coral Reef
Provides for the following:



- LOCATION: 9797 SW 152nd St Miami, FL 33157
- 4.57 ACRES
- 175 UNITS



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VILLAGE AT CORAL REEF





(ix.) Pine Groves
Provides for the following:

- LOCATION: 24101 South Dixie Hwy, Miami, Fl 33032
- 6.74 ACRES
- 224 UNITS



TCM Backup 01-08-19

PINE GROVES



SECTION 5

About S&N Land Planners



a. SCHMIDT NICHOLS | FIRM PROFILE

UNIQUE ATTRIBUTES & QUALITY

Since its founding in 2000, Schmidt Nichols has expanded its expertise into a wide variety of project types throughout South Florida including commercial, industrial, institutional, municipal, equestrian estates, mixed-use developments, multi-family residential communities, public space, and urban development projects.

The organizational structure of Schmidt Nichols' growing team is made up of two branches - the urban planning team and the design studio team. Both departments are interconnected to offer complete land design services from due diligence, entitlements, site analysis, and public representation to landscape and hard-scape design, master planning, environmental preservation and construction administration.

AWARDS

Schmidt Nichols is proud to have earned multiple awards that recognize the firm's dedication to solving complicated design challenges and sustainable design. Below is a list of recently awarded projects:

- Chamber of Commerce of the Palm Beaches Small Business Person of the Year, 2018
- University of Florida's Florida-Friendly Landscape Award, 2017
- The Planet National Award of Excellence, 2015
- AIA Landscape Architect of the Year, 2014
- Florida American Society of Landscape Architects Honor Award, 2014
- Green Building of America Award, 2009
- Delray Beach Site Plan Review & Appearance Board Award of Merit for New Industrial Mixed Use Development in 2004
- American Institute of Architects Excellence in Design Award for the International Polo Club of Palm Beach in 2002

SCHMIDT NICHOLS | NOTABLE PROJECTS

BANYAN MICRO UNITS

Schmidt Nichols was lead point firm for all entitlements required through the City, as well as design documents for the streetscape, amenity deck layout and landscape. The elevated amenity deck is essential to this project as it provides ample seating and outdoor spaces, both private and public, for the residents of the building. An oversized pool and ample deck chairs are the highlight of the amenity deck with ample room for socialization. In addition to the pool deck, and outdoor bar, elevated kitchen, and smaller BBQ area give groups and couples a place to gather. The amenity deck is dotted with smaller, private spaces for residents looking to step away from urban life and find a quiet nook. The modular design of the space is a reflection of the architectural elevation. The pool shape, pathways, and planters reflect the modern ambiance of the architecture.



BANYAN MICRO UNITS

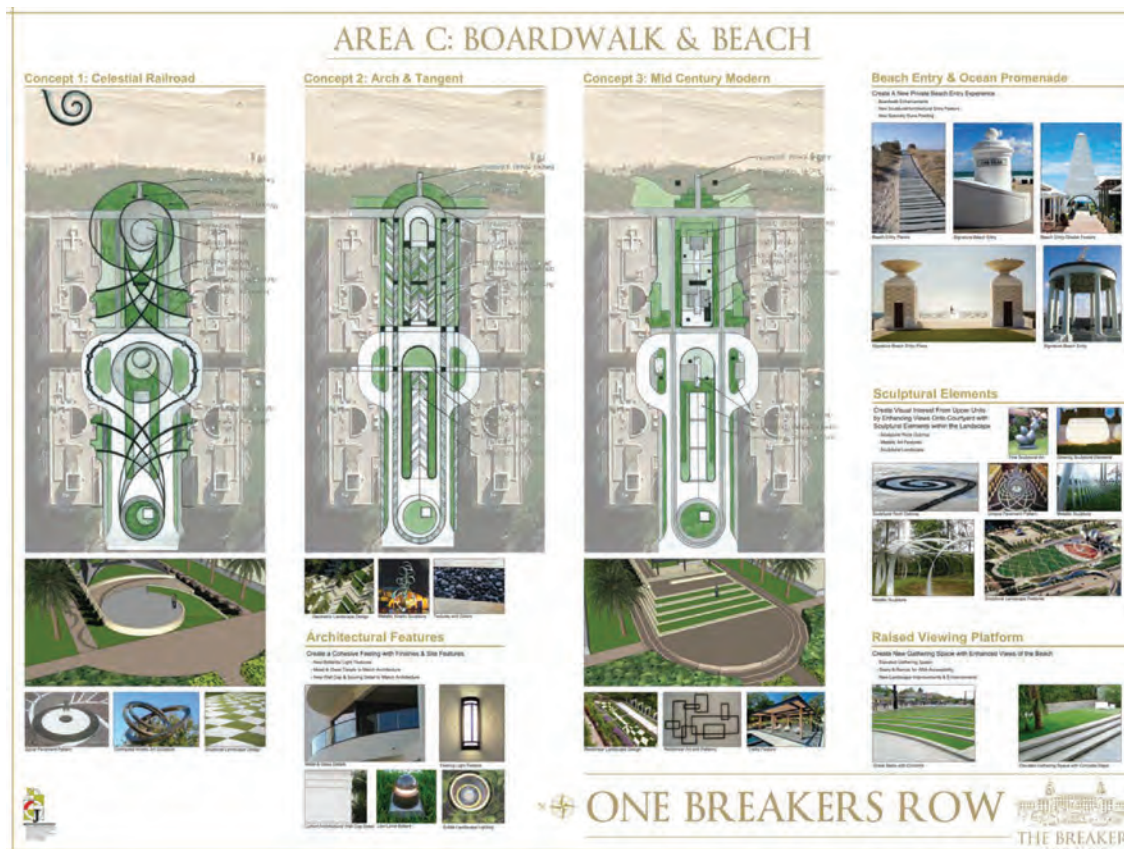
Project Highlights

- Location: West Palm Beach, FL
- Contact: Jeff Greene (561)659-2233
- Professional Services: 2016-Present
- Construction: Ongoing

SCHMIDT NICHOLS | NOTABLE PROJECTS

ONE BREAKERS ROW

Schmidt Nichols has been serving as the lead landscape architect and master planner since 2010 with ongoing assignments since then. Schmidt Nichols has provided design and planning services on several projects including the private residences located at One Breakers Row. The site renovations include new waterproofing, drainage, irrigation, and planting of the existing planters which are located over an underground parking deck. Soil samples, amendments, lighting and hardscape improvements such as paver specification and layout, wall cap renovations, signage, and espalier details were also included in this project.



ONE BREAKERS ROW Project Highlights

- \$1.2 Million Dollar Project
- Location: Palm Beach, FL
- Contact: Alex Gillmurray (561) 659-8403
- Professional Services: 2010-Present
- Construction: Ongoing

SCHMIDT NICHOLS | NOTABLE PROJECTS

ONE WEST PALM

Schmidt Nichols served as the Site Planner and Landscape Architect for this proposed \$250+ Million Dollar Office, Hotel, Condominium building required a change to the City of West Palm Beach Comprehensive Plan and the Downtown Master Plan (DMP) prior to submitting the tallest (455') building within the City of West Palm Beach. In addition to the entitlements, Schmidt Nichols was responsible for the design and layout of the public and private amenities, as well as the streetscape. The two amenity decks reflect the unit architectural elevations and tie the ground floor to the amenity decks but the use of strong design themes. In addition to the residential amenities, the building includes two public plazas at street levels the provide water features and seating areas.



ONE WEST PALM

Project Highlights

- \$250+ Million Dollar Project
- Location: West Palm Beach, FL
- Contact: Jeff Greene (561)659-2233
- Professional Services: 2015-Present
- Construction: Est. 2021



b. SCHMIDT NICHOLS | TESTIMONIALS

“My experience with Jon Schmidt & Associates has been that I would recommend this firm without hesitation to any local public or private entity.”

Richard Pittman
Project Manager, Town of Lake Park Public Works

“I have used Jon’s services both professionally and personally, as he has proven to be committed to understanding the clients’ individual project needs and translating those into functional, cost effective design solutions. We have been very pleased with his services and the results.”

Todd Fabbri
Executive Vice President, The Richman Group of Florida, Inc.

“Jon’s familiarity with zoning codes and solid relationships with the agency’s staff is an invaluable asset in moving projects forward. Our firm has not hesitated to refer clients to Jon, as he is a complement to our team. The result has been a winning combination for the design and approvals process!”

Rick Gonzalez, AIA
REG ARCHITECTS, INC.

“I can honestly claim that we would never have achieved the success we did without the tireless efforts of everyone [at Jon E. Schmidt & Associates]. Their intensive knowledge of the governmental codes combined with personal relationships with staff at regulatory agencies was tantamount in negotiating very complex and stringent mandates.”

Bill Mitchell
Director of Development Services, Duke Realty Corporation

“Their experience as landscape architects and planners laid the groundwork for the conceptual landscape requirements the Town (of Haverhill) was striving to achieve.”

Janice C. Rutan
Town Administrator, Town of Haverhill

SECTION 6

Financial Capacity & Capability

a. METHOD AND STRUCTURE

Once more, the vertical integration of the ahs® organization allows the company significant advantage, including that associated with the financial strength and internal financial expertise of the company.

The financial strength of ahs® Residential is a direct result of its funding—in the form of private equity investment from Brazil. Rubens Menin Teixeira de Souza, Chairman of the Board of ahs® Residential, is also a founding Partner of MRV Group, Brazil's largest real estate developer and producer of approximately 40,000 residential units annually. Mr Souza is also a founding partner of Bank Intermedium, a financial institution holding \$550 million in total assets and \$120 million in equity.

Production of housing for the American workforce demographic is made possible, in part, by ahs®' depth of patient capital. ahs® targets reasonable return rates from the company's investments, while exhibiting an ability and inclination to self-fund part or all of deserving projects up-front and until construction financing becomes economically compelling.

ahs® draws on its internal expertise and experience in structured finance to negotiate and execute construction and permanent debt for its development projects. Traditionally, this has meant debt ratios of roughly 60-70% of invested capital, with ahs® funding its contribution first, through its own resources. The Group's financial partners have found this approach extremely attractive, as ahs® shows a willingness to "put skin in the game" by funding projects in their early stages, when construction risks are greatest to lenders.

ahs® Residential is pleased to entertain any viable structure that adds value to its projects, and which frees equity with which to pursue opportunities in the South Florida multi-family housing sector. In this context, ahs® is capable of offering a long-term land lease in which the Public Sector is fairly compensated for land through a ground rent. A sufficiently long lease term may be financed similarly to a traditional land holding, and may present certain tax benefits. Certainly, the availability of well-located public land enhances the likelihood of bringing successful projects to fruition.

The Town of Palm Beach will be pleased to know that ahs® Construction Group is currently in good standing with all creditors, partners, and affiliated entities. ahs® is not subject to pending bankruptcies, disbarments, law suits, or loan defaults of any kind.

b. FINANCIALS

○ ————— (i.) 2013 Financial Statement





Consolidated Financial Statements and Report of
Independent Certified Public Accountants

AHS Residential, LLC

For the Period from October 1, 2017 (Commencement
of Operations) to December 31, 2017

Contents

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REPORT OF INDEPENDENT CERTIFIED PUBLIC ACCOUNTANTS

The Members of
AHS Residential, LLC

We have audited the accompanying consolidated financial statements of AHS Residential, LLC and subsidiaries, which comprise the consolidated balance sheet as of December 31, 2017, and the related consolidated statements of operations, members' capital, and cash flows for the period from October 1, 2017 (commencement of operations) to December 31, 2017, and the related notes to the financial statements.

Management's responsibility for the financial statements

Management is responsible for the preparation and fair presentation of these consolidated financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's responsibility

Our responsibility is to express an opinion on these consolidated financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion of the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements.



We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of AHS Residential, LLC and subsidiaries as of December 31, 2017, and the results of their operations and their cash flows for the period from October 1, 2017 (commencement of operations) to December 31, 2017 in conformity with accounting principles generally accepted in the United States of America.

Supplementary information

Our audit was conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The consolidating balance sheet and consolidating statement of operations are presented for purposes of additional analysis and are not a required part of the consolidated financial statements. Such supplementary information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The information has been subjected to the auditing procedures applied in the audit of the consolidated financial statements and certain additional procedures. These additional procedures included comparing and reconciling the information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the supplementary information is fairly stated, in all material respects, in relation to the consolidated financial statements as a whole.

A handwritten signature in blue ink that reads "Grant Thornton LLP".

Miami, Florida
May 31, 2018

AHS Residential, LLC
CONSOLIDATED BALANCE SHEET

December 31, 2017

ASSETS

Cash (see Note 4)	\$ 9,089,360
Restricted cash	1,841,673
Accounts receivable	70,780
Other receivables	59,824
Prepaid expenses	109,792
Property and equipment, net (see Note 3)	93,909,251
Land and land for development	18,434,934
Investment in real estate	26,209,635
Security deposits and other assets	394,149
Pre-development cost	<u>1,622,834</u>
Total assets	<u><u>\$ 151,742,232</u></u>

LIABILITIES AND MEMBERS' CAPITAL

Accounts payable (see Note 4)	\$ 4,073,120
Accrued expenses	503,472
Security deposits	747,872
Construction loans (see Note 5)	24,024,401
Term loans, net (see Note 6)	<u>63,026,769</u>
Total liabilities	92,375,634
Members' capital (see Consolidated Statement of Members' Capital)	<u>59,366,598</u>
Total liabilities and members' capital	<u><u>\$ 151,742,232</u></u>

AHS Residential, LLC

CONSOLIDATED STATEMENT OF OPERATIONS

For the Period from October 1, 2017 (Commencement of Operations) to December 31, 2017

Rental revenues	\$ 2,452,787
Costs of operations	<u>872,248</u>
Gross profit	1,580,539
General and administrative expenses	<u>910,201</u>
Income before depreciation and amortization	670,338
Depreciation expense	682,444
Debt issue cost amortization	<u>18,702</u>
Loss from operations	(30,808)
Other income (expenses):	
Interest income	282
Interest expense	(778,399)
Miscellaneous income	<u>(38,174)</u>
Net loss	<u><u>\$ (847,099)</u></u>

The accompanying notes are an integral part of this consolidated financial statement.

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AHS Residential, LLC

CONSOLIDATED STATEMENT OF MEMBERS' CAPITAL

For the Period from October 1, 2017 (Commencement of Operations) to December 31, 2017

	AHS Development <u>Group, LLC</u>	SP AHS Multifamily, <u>LLC</u>	<u>Total</u>
Balance at the beginning of the period	\$ -	\$ -	\$ -
Contributions	55,213,697	5,000,000	60,213,697
Net loss	<u>(800,427)</u>	<u>(46,672)</u>	<u>(847,099)</u>
Balance at the end of the period	<u>\$ 54,413,270</u>	<u>\$ 4,953,328</u>	<u>\$ 59,336,598</u>

AHS Residential, LLC

CONSOLIDATED STATEMENT OF CASH FLOWS

For the Period from October 1, 2017 (Commencement of Operations) to December 31, 2017

Cash flows provided by operating activities:	
Net loss	\$ (847,099)
Adjustments to reconcile net loss to cash provided by operating activities:	
Depreciation	682,515
Amortization	18,702
Changes in assets and liabilities:	
Restricted cash	328,134
Accounts receivable	62,280
Other receivables	3,250
Prepaid expenses	53,356
Pre-development cost	(410,740)
Accounts payable and accrued expenses	1,737,190
Security deposits returnable	<u>(155,224)</u>
Cash flows provided by operating activities	1,472,364
Cash flows from investing activities:	
Investment in real estate	<u>(8,823,348)</u>
Cash flows used in investing activities	(8,823,348)
Cash flows from financing activities:	
Proceeds from debt issuance	13,411,357
Repayment of debt	(8,776,473)
Debt issuance costs	(38,114)
Members' contributions	<u>11,843,574</u>
Cash flows provided by financing activities	16,440,344
Net increase in cash	9,089,360
Cash at beginning of the period	<u>-</u>
Cash at end of the period	<u><u>\$ 9,089,360</u></u>
Supplemental disclosure of cash flow information:	
Cash paid for interest	<u><u>\$ 866,953</u></u>
Supplemental disclosure of non-cash operating, investing and financing activities:	
AHS Development Group, LLC contributed assets and liabilities to AHS Residential, LLC with a cost basis on the transfer date of \$48,370,123 (see Note 1).	

The accompanying notes are an integral part of this consolidated financial statement.

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AHS Residential, LLC

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

December 31, 2017

NOTE 1 - ORGANIZATION AND NATURE OF OPERATIONS

AHS Residential, LLC, (“AHS Residential”), was formed on July 1, 2017 and began operations on October 1, 2017. On October 1, 2017 substantially all of the assets and liabilities of AHS Development Group LLC, the predecessor company (“AHS Development”) were transferred to AHS Residential together with additional cash contributions from Members. The following table summarizes the total non-cash net assets transferred from AHS Development Group, LLC:

Restricted cash	\$ 2,169,807
Property and equipment	94,197,992
Land and land for development	18,434,935
Investment in real estate	17,780,060
Pre-development costs	1,212,094
Other assets	543,478
Accounts payable and accrued expenses	(2,839,402)
Construction loans	(32,800,874)
Term loans, net	(49,634,824)
Other liabilities	<u>(693,143)</u>
Total non-cash net assets transferred	<u>\$ 48,370,123</u>

AHS Residential accounted for the transfer in accordance with Financial Accounting Standards Board (“FASB”) Accounting Standards Codification (“ASC”) 805, *Business Combinations*, whereby AHS Residential recognized the transferred assets and liabilities at the carrying amounts (“rollover basis”) of AHS Development, LLC on the date of the transfer.

AHS Residential and its wholly owned subsidiaries; Princeton Groves Village, LLC, Village at Dania Beach, LLC, Village at Lake Osborne, LLC, Village at Crystal Lakes, LLC, Village of Tuscany, LLC, Lake Worth Village, LLC, Village at Coral Reef, LLC, AHS Logistics, LLC, Village of Mangonia, LLC, Pine Groves Village, LLC and AHS NW 3rd Street, LLC (collectively the “Development Companies”) were formed for the purpose of performing land and building developments with the intention of subsequently renting the developed units to middle to low income workers. AHS Construction, LLC a wholly owned subsidiary of AHS Residential, (the “Construction Company”) was formed for the purpose of performing land and building development construction contracts for the companies. AHS Property Management, LLC a wholly owned subsidiary of AHS Residential, (the “Management Company”) was formed for the purpose of managing rental properties once completed. The Development Companies, Construction Company and Management Company collectively will be referred to hereafter as “AHS”. All developments are located in the State of Florida. Each of the subsidiaries were incorporated under the laws of the State of Florida.

AHS Residential, LLC

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED

December 31, 2017

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Principles of Consolidation

The consolidated financial statements include the accounts of the AHS Residential and its wholly owned subsidiaries as follows:

AHS Construction LLC
Princeton Groves Village, LLC
Village at Dania Beach, LLC
Village at Crystal Lakes, LLC
Village of Tuscany, LLC
AHS Logistics, LLC
Pine Groves Village, LLC

Lake Worth Village, LLC
Village at Coral Reef, LLC
Village at Lake Osborne, LLC
AHS Property Management, LLC
Village at Mangonia Lake, LLC
AHS NW 3rd Street, LLC

All significant intercompany transactions have been eliminated in consolidation.

Use of Estimates

Management uses estimates and assumptions in preparing these consolidated financial statements in accordance with accounting principles generally accepted in the United States of America. Those estimates and assumptions affect the reported amounts of assets and liabilities and the reported revenues and expenses. Actual results could vary from the estimates that were used.

Fair Value of Financial Instruments

AHS Residential's financial instruments are cash, accounts receivable and accounts payable. The recorded values of cash, accounts receivable and accounts payable approximate their fair values based on their short-term nature.

Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 820 *Fair Value Measurement*, defines fair value as "the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date". AHS Residential uses the following three level valuation hierarchy based upon observable and non-observable inputs:

Level 1 - Quoted market prices in active markets for identical assets or liabilities that are accessible at the measurement date.

Level 2 - Other than quoted market prices included in Level 1 that are observable for the asset or liability, either directly or indirectly.

Level 3 - Unobservable inputs that are used to measure fair value to the extent that observable inputs are not available. This valuation method utilizes management's estimates of market participant assumptions.

AHS Residential, LLC

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED

December 31, 2017

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - Continued

Revenue Recognition

Rental income arising from operating leases on investment properties is accounted for on a straight-line basis over the lease terms.

Income Taxes

As a limited liability company, AHS Residential's taxable income or loss is passed through to its members pursuant to Section 701 of the Internal Revenue Code and is not taxed as a corporation. Therefore, no provision or liability for income taxes has been included in the financial statements. AHS Residential recognizes interest and penalties accrued related to unrecognized tax benefits in income tax expense. AHS Residential did not incur any penalties for the period ended December 31, 2017. On December 22, 2017, the 2017 Tax Cuts and Jobs Act (the "Tax Act") was enacted into law. AHS Residential has evaluated the effect of the Tax Act on these consolidated financial statements, noting no material impact.

AHS Residential accounts for uncertain tax positions in accordance with ASC 740, *Income Taxes*. This pronouncement prescribes a recognition threshold and measurement process for financial statement recognition of uncertain tax positions taken or expected to be taken in a tax return. The interpretation also provides guidance on recognition, derecognition, classification, interest and penalties, accounting in interim periods, disclosure and transition. No amounts were recognized in the consolidated financial statements for uncertain tax positions.

Depreciation and Amortization

Items of property and equipment are depreciated using the straight-line-method over the estimated useful lives of each component. Land is not depreciated. Debt issuance costs are amortized using the straight-line-method over the life of the related debt.

Restricted Cash

Restricted cash includes tenant security deposits and restricted cash held in escrow with lenders for real estate taxes, insurance and repair reserves.

Finance Costs

Finance costs that are directly attributable to the acquisition and construction of an asset that necessarily takes a substantial period of time to get ready for its intended use are capitalized as part of the costs of the asset. Capitalization of finance costs ceases when substantially all the activities necessary to prepare the asset for its intended use are complete. Other finance costs are recognized as expense in the period in which they are incurred.

AHS Residential, LLC

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED

December 31, 2017

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - Continued

Investment in Real Estate

The investment in real estate relates to real estate under construction. The investments are carried at accumulated cost. Upon completion, investments in real estate are transferred to property and equipment. Costs include freehold rights for land, amounts paid to contractors for construction, borrowing costs, planning and design costs, cost of site preparation, professional fees for legal services, property taxes and other related costs.

Long-Lived Assets

AHS Residential reviews the carrying value of property, plant, and equipment for impairment whenever events and circumstances indicate that the carrying value of an asset may not be recoverable from the estimated future cash flows expected to result from its use and eventual disposition. In cases where undiscounted expected future cash flows are less than the carrying value, an impairment loss is recognized equal to an amount by which the carrying value exceeds the fair value of assets. The factors considered by management in performing this assessment include current operating results, trends and prospects, the manner in which the property is used, and the effects of obsolescence, demand, competition, and other economic factors. Based on this assessment there was no impairment at December 31, 2017.

NOTE 3 - PROPERTY AND EQUIPMENT, NET

Cost, accumulated depreciation and estimated useful lives at December 31, 2017 are as follows:

<u>Category</u>	<u>Estimated Useful Lives</u>	<u>Amount</u>
Buildings	39 Years	\$ 95,474,721
Transportation equipment	5 Years	238,905
Office furniture and fixtures	7 Years	446,695
Computer equipment	3-5 Years	94,303
Office equipment	7 Years	151,848
Leasehold improvements	5 Years	<u>1,098,183</u>
		97,504,655
Less: Accumulated depreciation		<u>3,595,404</u>
		<u>\$ 93,909,251</u>

Depreciation for the period from October 1, 2017 (commencement of operations) to December 31, 2017 was \$682,444. Finance costs capitalized into buildings for the period from October 1, 2017 (commencement of operations) to December 31, 2017 was \$131,017.

AHS Residential, LLC

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED

December 31, 2017

NOTE 4 - CONCENTRATION OF CREDIT RISK

AHS Residential maintains cash balances in various financial institutions. The balances are fully insured by the Federal Deposit Insurance Corporation up to \$250,000 per institution. These balances may at times exceed the insured limits. At December 31, 2017, the total unsecured balances at these financial institutions amounted to \$7,553,440.

At December 31, 2017 two vendors accounted for accounts payable comprising 13% of AHS Residential's total payables. Total accounts payable due to these vendors amounted to approximately \$532,000.

NOTE 5 - CONSTRUCTION LOANS

On March 31, 2015 Village at Dania Beach, LLC, entered into a construction note agreement with a financial institution, which allows them to make borrowings up to \$16,490,000. The interest rate on the note is equal to one-month LIBOR plus a margin of 2.25%. The note original maturity date was March 31, 2017, with two 6-month extension options to March 31, 2018. On December 2016, the note was amended to increase the maximum borrowings to \$18,490,000 and the maturity date was extended to June 30, 2018. At December 31, 2017, the outstanding balance on the note was \$18,470,915.

On July 19, 2016, Village at Crystal Lakes, LLC entered into a construction note agreement with a financial institution, which allows them to make borrowings up to \$13,500,000. The interest rate on the note is equal to 30 days LIBOR plus a margin of 2.50%. The note maturity date is July 2019 with two 12-month extension options to July 2021. At December 31, 2017, the outstanding balance of the loan was \$5,553,486.

NOTE 6 - TERM LOANS

AHS Residential's fixed rate term loans consists of the following:

3.95%	Lake Worth Village, LLC note payable in monthly installments of \$80,646 interest only for 24 months and \$116,262 thereafter starting June 2018, including principal and interest, maturing on June 2026 and secured by company buildings.	<u>\$ 24,500,000</u>
4.38%	Princeton Groves Village, LLC note payable in monthly installments of \$93,348, interest only, for 24 months and \$123,646 thereafter starting October 2019, including principal and interest, maturing on October 2027 and secured by company buildings.	<u>\$ 24,750,000</u>
4.63%	Village at Lake Osborne, LLC note payable in monthly installments of \$52,548 interest only, for 24 months and \$67,803 thereafter starting January 2000, including principal and interest, maturing on January 2028 and secured by company buildings.	<u>\$ 13,180,000</u>
6.00%	Pine Groves Village, LLC note payable in quarterly installments of \$18,090, interest only, for 12 quarters with a balloon payment due July 2020 and secured by land.	<u>\$ 1,200,000</u>

AHS Residential, LLC

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED

December 31, 2017

NOTE 6 - TERM LOANS - Continued

Future principal payments of notes are as follows:

December 31	<u>Amount</u>
2018	\$ —
2019	-
2020	1,200,000
2021	-
Thereafter	<u>62,430,000</u>
	63,630,000
Less deferred issuance costs	<u>(603,231)</u>
Total term loans	<u><u>\$ 63,026,769</u></u>

NOTE 7 - LINE OF CREDIT

On September 7, 2017 AHS Residential, LLC, entered into a revolving line of credit agreement with a financial institution, which allows them to make borrowings up to \$5,000,000. The interest rate on the note is equal to one-month LIBOR plus a margin of 3.00%. The note original maturity date is September 7, 2018, however, AHS Residential may extend maturity date if in compliance with loan agreement for additional 12-months to September 7, 2019. No amounts were borrowed under the line of credit as of December 31, 2017.

NOTE 8 - RELATED PARTY TRANSACTIONS

AHS Residential rents office space from a related party that is controlled by a member under a lease agreement dated June 1, 2013 that was amended on October 1, 2017 and expires on January 31, 2018. The lease calls for monthly rental payments of \$8,750, including sales taxes. Total rent expense under this lease agreement for the period from October 1, 2017 (commencement of operations) to December 31, 2017 was \$26,249. Total future minimum rental payments, including sales taxes, through January 31, 2018 are \$8,750.

NOTE 9 - EMPLOYEE BENEFIT PLAN

AHS Residential has established a 401(k) profit sharing plan, covering substantially all employees. Participating employees can contribute up 75% of pretax annual compensation in accordance with Section 401(k) of the Internal Revenue Code. The required matching contribution is 100% of employee contribution on the first 3% of compensation that each employee contributes, which decreases to 50% to a maximum matching contribution of 4%. Additional contributions may be made to the plan at the discretion of the members. Contributions to the plan were approximately \$25,000 for the period from October 1, 2017 (commencement of operations) to December 31, 2017.

AHS Residential, LLC

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED

December 31, 2017

NOTE 10 - STOCK APPRECIATION RIGHTS

AHS Residential has granted stock appreciation rights to certain employees under the AHS Residential LLC Unit Appreciation Rights Plan (the "Plan"). Under the Plan 5,000 stock appreciation rights can be granted. The stock appreciation rights provide the employees with the right to receive, at the date the rights are exercised, a cash settlement equal to the market appreciation since the date of the grant. The employees do not have the ability to receive an ownership interest in AHS Residential. All of the stock appreciation rights vest at the end of 5 years and expire at the end of 10 years after the grant date. As of December 31, 2017, 360 stock appreciation rights have been granted resulting in an immaterial liability.

NOTE 11 - WRITE-OFF OF COSTS INCURRED IN ANTICIPATED PROJECTS

AHS Residential may incur costs on various projects which do not go forward. Although no such costs were written off in the current period, all costs capitalized in connection with these projects would be written off during the current year.

NOTE 12 - COMMITMENTS AND CONTINGENCIES

Operating Leases

The Company accounts for rent expense for its operating leases on the straight-line basis in accordance with ASC 840, *Leases*. AHS Logistics, LLC leases a warehouse facility with a lease term expiring in 2020.

Approximate future minimum lease payments required under the remaining lease terms are as follows:

<u>Fiscal Year Ended</u>	<u>Amount</u>
2019	\$ 91,520
2020	<u>62,222</u>
	<u>\$ 153,742</u>

Total rent expense under this lease agreement for the period from October 1, 2017 (commencement of operations) to December 31, 2017 was \$9,667.

Litigation

AHS Residential may, from time to time, may be involved in various claims and legal actions in the ordinary course of business. Management does not believe that the impact of such matters will have a material adverse effect on the financial position or results of operations when resolved.

NOTE 13 - SUBSEQUENT EVENTS

AHS Residential has evaluated subsequent events through May 31, 2018, the date these consolidated financial statements were available to be issued. No subsequent events have occurred that require recognition or disclosure in the consolidated financial statements.

○ *(ii.)* Supplementary Information

AHS Residential, LLC

CONSOLIDATING BALANCE SHEET

December 31, 2017

ASSETS

	AHS Residential, LLC	AHS Construction LLC	AHS Property Management LLC	AHS Logistics LLC	Princeton Groves Village, LLC	Village at Danis Beach, LLC	Lake Worth Village, LLC	Village at Lake Osborne, LLC	Village at Crystal Lakes, LLC	Village at Coral Reef, LLC	Tuscany, LLC	Village at Mangonia Lake, LLC	Pine Groves Village, LLC	AHS NW 3rd Street, LLC	Eliminations and Adjustments	Consolidated Balance
Cash	\$ 7,062,646	\$ 1,004,889	\$ 9,712	\$ 59,371	\$ 278,697	\$ 15,416	\$ 240,135	\$ 258,232	\$ 32,395	\$ 5,961	\$ 68,008	\$ 12,274	\$ 21,201	\$ 21,123	\$ -	\$ 9,889,560
Restricted cash	-	-	-	-	859,015	257,520	486,524	258,614	-	-	-	-	-	-	-	1,841,673
Due to/(from) affiliates	1,277,297	3,375,139	8,901	-	(49,093)	32,499	32,499	-	350,000	56,987	-	(56,987)	-	-	(4,993,933)	-
Accounts receivable	-	-	-	-	18,885	9,907	32,915	9,073	-	-	-	-	-	-	-	70,780
Other receivables	49,685	-	-	-	-	-	10,139	-	-	-	-	-	-	-	-	59,824
Prepaid expenses	35,492	11,029	28,526	-	12,833	19,189	2,579	144	-	-	-	-	-	-	-	109,792
Costs and estimated earnings in excess of billings on uncompleted contracts	-	-	-	-	-	-	-	-	301,260	-	-	676,117	-	-	(977,377)	-
Property and equipment, net	188,526	142,965	1,828	634,614	247,818	30,915,943	22,630,153	14,647,042	-	-	-	-	-	-	-	93,909,251
Land and land for development	-	-	-	-	929,727	1,749,521	2,261,728	1,257,245	1,410,653	1,596,735	2,010,575	451,637	2,437,637	265,076	-	18,434,934
Investment in real estate	-	-	-	-	-	-	-	-	13,010,633	549,895	9,376,775	2,620,896	853,160	62,657	503,619	26,239,635
Investments in subsidiaries	50,899,567	-	-	-	-	-	-	-	-	-	-	-	-	-	(50,899,567)	-
Security deposits and other assets	136,069	-	-	35,429	30,396	15,455	-	131,800	-	-	-	45,000	-	-	-	394,149
Pre-development cost	472,967	-	-	11,428,667	-	-	-	-	-	-	-	-	-	-	-	1,622,834
Total assets	\$ 60,129,249	\$ 4,533,222	\$ 48,967	\$ 1,872,281	\$ 26,857,733	\$ 32,933,048	\$ 25,696,672	\$ 16,562,150	\$ 15,104,341	\$ 2,209,578	\$ 11,455,338	\$ 781,937	\$ 2,544,098	\$ 3,48,856	\$ (56,367,258)	\$ 151,742,232

LIABILITIES AND MEMBERS' CAPITAL

Accounts payable	\$ 73,569	\$ 3,697,639	\$ 6,384	\$ 15,664	\$ 8,424	\$ 9,954	\$ 3,131	\$ 398	\$ 59,613	\$ 8,717	\$ 13,299	\$ 161,414	\$ 7,028	\$ 7,946	\$ -	\$ 4,073,120
Accrued expenses	100,114	130,051	8,407	5,480	149,039	27,505	39,461	16,877	-	-	-	-	25,192	1,346	-	503,472
Security deposits returnable	-	-	-	-	29,073	137,758	216,456	100,285	-	-	-	-	3,300	-	-	747,872
Due to/(from) affiliates	-	1,415,643	39,958	58,204	13,324	115,659	734	51,004	1,304,115	1,546	1,314,404	673,134	-	6,206	(4,993,933)	-
Construction loans	-	-	-	-	-	18,470,915	-	-	5,553,486	-	-	-	-	-	-	24,044,401
Term loans, net	-	48,811	-	-	24,450,122	-	24,278,307	13,049,529	-	-	-	-	1,200,000	-	-	63,026,769
Billings and estimated earnings in excess of costs on uncompleted contracts	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total liabilities	173,683	5,292,144	54,749	79,288	24,910,982	18,761,791	24,538,689	13,218,093	6,917,214	10,263	473,758	854,548	1,235,520	15,498	(473,758)	92,375,634
Members' capital	50,955,566	(758,022)	(5,782)	1,792,993	1,946,751	14,171,257	1,158,583	3,344,057	8,187,127	2,109,315	9,653,897	6,979,389	1,306,578	333,358	(50,899,567)	59,366,598
Total liabilities and members' capital	\$ 60,129,249	\$ 4,533,222	\$ 48,967	\$ 1,872,281	\$ 26,857,733	\$ 32,933,048	\$ 25,696,672	\$ 16,562,150	\$ 15,104,341	\$ 2,209,578	\$ 11,455,338	\$ 781,937	\$ 2,544,098	\$ 3,48,856	\$ (56,367,258)	\$ 151,742,232

AHS Residential, LLC

CONSOLIDATING STATEMENT OF OPERATIONS

For the Period from October 1, 2017 (Commencement of Operations) to December 31, 2017

	AHS Residential, LLC	AHS Construction, LLC	AHS Property Management, LLC	AHS Logistics, LLC	Princeton Groves, LLC	Village at Dania, LLC	Lake Worth, LLC	Village at Oshtemo, LLC	Village at Crystal Lakes, LLC	Village at Coral Reef, LLC	Village at Tuscany, LLC	Village at Mangonia Lake, LLC	Pine Groves, LLC	AHS NW 3rd Street, LLC	Eliminations and Adjustments	Consolidated Balance
Rental revenues earned	\$ -	\$ 6,338,619	\$ 82,704	\$ -	\$ 779,720	\$ 439,313	\$ 780,841	\$ 438,637	\$ -	\$ -	\$ -	\$ -	\$ 14,277	\$ -	\$ (6,441,323)	\$ 2,452,787
Costs of operations:																
Salaries and benefits	-	-	-	-	79,560	50,119	55,214	29,860	-	-	-	-	-	-	-	214,753
Management fees	-	-	-	-	24,204	22,500	23,400	12,600	-	-	-	-	-	-	(82,704)	-
Repairs and maintenance	-	-	-	-	52,163	49,416	32,856	19,655	-	-	-	-	-	-	-	154,091
Utilities	-	-	-	-	22,072	26,967	15,714	18,222	-	-	-	-	-	-	-	82,975
Taxes, insurance and licenses	-	-	-	-	105,253	51,029	149,206	25,140	-	-	-	-	-	-	-	330,629
Other operating expenses	-	-	-	-	24,925	15,795	32,343	10,538	-	-	-	-	-	-	-	87,600
General requirements	-	808,703	-	-	-	-	-	-	-	-	-	-	-	-	(808,703)	-
Site construction	-	315,190	-	-	-	-	-	-	-	-	-	-	-	-	(315,190)	-
Materials and subcontractors	-	5,198,486	-	-	-	-	-	-	-	-	-	-	-	-	(5,198,486)	-
Other job costs	-	33,224	-	-	-	-	-	-	-	-	-	-	2,241	-	(33,224)	-
Total costs of operations	-	6,355,613	-	-	308,178	219,826	308,734	116,014	-	-	-	-	2,241	-	(6,438,307)	872,289
Gross profit/(loss)	-	3,016	82,704	-	471,542	219,486	472,107	322,622	-	-	-	-	12,036	-	(3,016)	1,580,498
General and administrative expenses:																
Advertising and promotion	38,947	-	900	-	-	-	-	-	-	-	-	-	-	-	-	39,847
IT supplies and services	18,159	-	945	-	-	-	-	-	-	-	-	-	-	-	-	19,101
Office supplies and expense	21,972	159	1,883	-	-	-	-	-	-	-	-	-	-	-	(159)	23,855
Professional fees	163,945	-	571	-	-	-	-	-	-	-	-	-	-	-	-	164,516
Rent	20,774	-	-	-	-	-	-	-	-	-	-	-	-	-	-	20,774
Salaries – office	410,384	-	73,738	-	-	-	-	-	-	-	-	-	-	-	-	484,121
Payroll taxes	45,759	-	18,064	-	-	-	-	-	-	-	-	-	-	-	-	63,823
Employee benefits	5,774	-	3,314	-	-	-	-	-	-	-	-	-	-	-	-	9,088
Other administrative expense	79,783	180	5,251	-	-	-	-	-	-	-	-	-	-	-	(180)	85,034
Total general and administrative expenses	805,497	339	104,663	-	-	-	-	-	-	-	-	-	-	-	(339)	910,160
Income/(loss) from operations	(805,497)	2,676	(21,959)	-	471,542	219,486	472,107	322,622	-	-	-	-	12,036	-	(2,676)	670,338
Other income (expense):																
Write-off of costs incurred in anticipated projects	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Interest income	153	4	-	-	-	130	-	-	-	-	-	-	-	-	(4)	282
Interest expense	5	-	-	-	277,035	166,133	207,981	109,155	-	-	-	-	18,090	-	-	778,399
Misc non-recurring income/(expense)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total other income/(expense)	148	4	-	-	(277,035)	(166,003)	(207,981)	38,174	-	-	-	-	(18,090)	-	(4)	38,174
Earnings before income tax, depreciation and amortization	(805,349)	2,680	(21,959)	-	194,507	53,483	264,126	175,294	-	-	-	-	(6,054)	-	(2,680)	(145,953)
Income tax, depreciation and amortization expenses:																
Income tax benefit	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Income tax expense	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Income (loss) from subsidiaries	(36,349)	-	-	-	-	-	-	-	-	-	-	-	-	-	36,349	-
Depreciation expense	5,400	2,681	-	-	165,660	205,592	165,279	136,213	-	-	-	-	-	-	(2,681)	685,444
Loan cost amortization	-	-	-	-	7,963	-	10,192	546	-	-	-	-	-	-	-	18,702
Total income tax, depreciation and amortization expense	(41,749)	(2,681)	-	-	(173,924)	(209,592)	(175,471)	(136,759)	-	-	-	-	-	-	39,030	(701,146)
Net income/(loss)	\$ (847,098)	\$ -	\$ (21,959)	\$ -	\$ 20,583	\$ (156,109)	\$ 88,655	\$ 38,534	\$ -	\$ -	\$ -	\$ -	\$ (6,054)	\$ -	\$ 36,349	\$ (847,098)

(iii.) Bank Letters

October 11, 2018

AHS Residential, LLC
12895 SW 132 ST, Suite 202
Miami, FL 33186

Re: AHS Residential

Dear Sir or Madam:

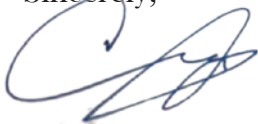
This letter is written on behalf of and at the request of our customer AHS Residential that has both depository accounts and a borrowing relationship with City National Bank of Florida. The company currently has access to a credit facility in the high seven digits.

All accounts have been handled in a satisfactory manner.

This letter is written without liability to City National Bank or any of its officers or directors and no inference is to be made from any matter not specifically set forth herein.

Please feel free to reach out to me with any questions

Sincerely,



Carlos X. Ramos
Senior Vice President
305.577.7225
Carlos.ramos@citynational.com



Jason Kaye
Senior Vice President
401 E. Las Olas Blvd., 9th Floor
Fort Lauderdale, FL 33301
T 954.765.2141
jason.kaye@baml.com

October 11, 2018

**Town of Palm Beach
360 South County Road
Palm Beach, FL 33480**

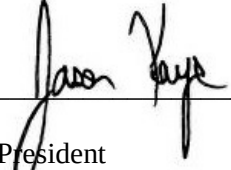
Re: Reference for AHS Residential

To Whom It May Concern:

This letter is to confirm that Bank of America is a financing partner of AHS Residential. We are currently providing a \$27MM construction loan to finance the 240-unit Village at Mangonia Lake in West Palm Beach, FL that will provide much-needed workforce housing in the area. We believe that AHS is a quality builder of affordable and workforce housing as demonstrated by their properties under management and has a talented and dedicated staff.

If you have any questions, feel free to contact me at (954) 765-2141

Sincerely,
BANK OF AMERICA, N.A.

By: 
Jason Kaye
Senior Vice President
Community Development Banking

The Village at Mangonia Lake – West Palm Beach, FL March 6, 2018



Developer/Sponsor

- AHS Residential LLC

Property type

- 51% affordable housing and 49% workforce housing

Total development costs

- \$39.7 million

Bank of America Merrill Lynch commitment

- \$27.2 million construction loan

Community impact

The Village at Mangonia Lake will provide much needed workforce housing to downtown West Palm Beach. The Project is also participating in the City of West Palm Beach's Workforce Housing Assistance Incentive Program, which is available for households that are at or below 140% AMI. The Project is also in close proximity to the newly construction West Palm Beach Brightline station, which provides high speed rail service to Fort Lauderdale and Miami.

AHS Residential is a fully-integrated real estate company that includes development, construction, property and asset management. AHS is based in Miami, Florida, and focuses on developing South Florida's workforce housing market.

Expected completion date

- Q2-2019



The Village at Mangonia Lake ("The Project") will be a newly constructed workforce housing multifamily property located in West Palm Beach, Florida. The Project was financed through the Bank's Construction Loan program. The 240-unit development will consist of 72 one-bedroom and 168 two-bedroom units. The project will include three, 6-story buildings each with elevator service and two 3-story garden style buildings, as well as a clubhouse with recreation room, leasing offices, pool, and gym. Unit amenities include ceramic tile on floors and granite countertops. There is a laundry closet in each unit. Units will also have a balcony and stainless steel appliance package.

"Bank of America Merrill Lynch" is the marketing name for the global banking and global markets businesses of Bank of America Corporation. Lending, derivatives, and other commercial banking activities are performed globally by banking affiliates of Bank of America Corporation, including Bank of America, N.A., member FDIC. Equal Housing Lender. Securities, strategic advisory, and other investment banking activities are performed globally by investment banking affiliates of Bank of America Corporation ("Investment Banking Affiliates"), including, in the United States, Merrill Lynch, Pierce, Fenner & Smith Incorporated and Merrill Lynch Professional Clearing Corp., both of which are registered broker-dealers and members of SIPC, and, in other jurisdictions, by locally registered entities. Merrill Lynch, Pierce, Fenner & Smith Incorporated and Merrill Lynch Professional Clearing Corp. are registered as futures commission merchants with the CFTC and are members of the NFA. Investment products offered by Investment Banking Affiliates: Are Not FDIC Insured • May Lose Value • Are Not Bank Guaranteed. ©2018 Bank of America Corporation AR #ARLV88QY 04-15-1209



October 15, 2018

Town of Palm Beach
360 South County Road
Palm Beach, FL 33480

Re: AHS Development Group

To whom it may concern:

Citi Community Capital, an affiliate of Citibank, N.A. ("CITI"), is pleased to be one of AHS Development Group's (or affiliates thereof) premier financing partners. Since 2014, CITI has closed debt financings totaling nearly \$145 million for the new construction and permanent financing of multifamily housing communities in Palm Beach, Broward, and Miami-Dade. All of these properties will serve the important purpose of providing high quality workforce housing to the residents of these counties.

We have enjoyed working with AHS Development Group. They are well capitalized, well organized and are diligent in their development efforts. Their leadership is strong, capable and focused.

We have been impressed by the high quality of their properties and we are looking forward to working with AHS Development Group on additional opportunities.

If you have any questions, please don't hesitate to call me at (561)347-3254.

Sincerely,
Citi Community Capital

Barry Krinsky
Director

Citi Community Capital 7400 W. Camino Real Suite 130-A Boca Raton, FL 33433

(iv.) Certificates

State of Florida

Department of State

I certify from the records of this office that AHS CONSTRUCTION LLC is a limited liability company organized under the laws of the State of Florida, filed on November 1, 2012.

The document number of this limited liability company is L12000139156.

I further certify that said limited liability company has paid all fees due this office through December 31, 2018, that its most recent annual report was filed on April 30, 2018, and that its status is active.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Thirtieth day of April, 2018*



Ken Detjen
Secretary of State

Tracking Number: CC7351430211

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

State of Florida

Department of State

I certify from the records of this office that AHS RESIDENTIAL, LLC is a limited liability company organized under the laws of the State of Florida, filed on January 30, 2017, effective January 31, 2017.

The document number of this limited liability company is L17000024016.

I further certify that said limited liability company has paid all fees due this office through December 31, 2018, that its most recent annual report was filed on February 17, 2018, and that its status is active.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Seventeenth day of February,
2018*



Ken Diefen
Secretary of State

Tracking Number: CC9079255093

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

State of Florida

Department of State

I certify from the records of this office that AHS PROPERTY MANAGEMENT, LLC is a limited liability company organized under the laws of the State of Florida, filed on August 21, 2015.

The document number of this limited liability company is L15000143910.

I further certify that said limited liability company has paid all fees due this office through December 31, 2018, that its most recent annual report was filed on April 30, 2018, and that its status is active.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Thirtieth day of April, 2018*



Ken Detjen
Secretary of State

Tracking Number: CC1292611237

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

PROPOSAL FOR LONG-TERM LEASEHOLD THE TOWN OF PALM BEACH

OCTOBER, 2018

Privileged and Confidential





AMERICA'S HOUSING SOLUTIONS, LLC

12895 SW 132ND STREET, SUITE 202 • MIAMI, FL 33186

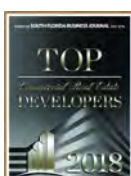
P: +1. (305) 255-5527 • F: +1. (305) 255-5589

www.ahsRESIDENTIAL.COM



Follow      @ahsRESIDENTIAL

PUBLISHED OCTOBER, 2018.





12895 SW 132 St. – Ste. 202
Miami, FL 33186
Phone 305.255.5527
Fax 305.255.5589

December 4, 2018

Town of Palm Beach
360 S. County Road
Palm Beach, FL 33480

Dear Mr. Mealy and Mr. Basha,

We are in receipt of the following counter offer as discussed with Robert Kelley last week:

Base “Land Value”: an increase of 1% to \$14,460,303.00.

Initial Lease Rate: Initial Lease Rate of 8% of the base “Land Value”.

Based on our underwriting guidelines, the bellow represents the best that AHS Residential can offer. We hereby respond as follows:

Base “Land Value”: We agree to an increase of 1% to \$14,460,303.00.

Initial Lease Rate: We counter at 6% of the base “Land Value”, which equates to \$867,618.00.

This offer shall remain valid through December 31, 2018. All other conditions remain the same as per our October 15, 2018 proposal.

Sincerely,

Ernesto Lopes
President & CEO
AHS Residential

Jay Boodheshwar

From: Robert D. Kelley, Jr. <kelley@kelleyconsultinginc.com>
Sent: Thursday, December 13, 2018 1:30 PM
To: Dean Mealy
Cc: Duke Basha; Jay Boodheshwar
Subject: AHS Residential - Previous Written Counter Offer-Highest & Best

Dean,

Ernesto just called and is agreeable as long as the Lease Commencement and Rent Commencement start at the Certificate of Occupancy of the first building, as previously discussed and agreed to. Thank you. Rob

Robert D. Kelley, Jr.
Licensed Real Estate Broker
Kelley Consulting Inc.
Commercial Real Estate Brokerage & Finance
561-704-8479
kelley@kelleyconsultinginc.com
<http://www.kelleyconsultinginc.com/>

On Dec 13, 2018, at 12:46 PM, Dean Mealy <dmealy@TownOfPalmBeach.com> wrote:

Robert,

I am actually in a Selection Committee at the current moment. 50 years is acceptable, the only point of clarification requested by the Town Manager's Office is that the option at the end of 50 years be mutual. If you can confirm this point, there is nothing else to discuss related to the proposal.

The Town will require a mutual extension at the 50 year mark for any subsequent renewals.

Dean

From: Robert D. Kelley, Jr. <kelley@kelleyconsultinginc.com>
Sent: Thursday, December 13, 2018 12:31 PM
To: Duke Basha <dbasha@TownOfPalmBeach.com>
Cc: Dean Mealy <dmealy@TownOfPalmBeach.com>; Jay Boodheshwar <JBoodheshwar@TownofPalmBeach.com>
Subject: Re: AHS Residential - Previous Written Counter Offer-Highest & Best

Duke,

I spoke to Dean on Monday. AHS needs the ability to extend in order to recoup the investment. This development will be well North of \$100,000,000.

The extensions were also addressed in their last correspondence. Thank you. Rob

Robert D. Kelley, Jr.	
Member-PGA of America	
Licensed Real Estate Broker	
Kelley Consulting Inc.	
Commercial Real Estate Brokerage & Finance	
561-704-8479	
kelley@kelleyconsultinginc.com	
http://www.kelleyconsultinginc.com/	

Sent from my iPhone

On Dec 13, 2018, at 12:22 PM, Duke Basha <dbasha@TownOfPalmBeach.com> wrote:

Good day Mr. Kelley,

This is to confirm that Town is in receipt of your email and the message that last week letter is the highest and the best.

I was also tasked to request from you change for utilizing options to renew. The option to renew on AHS proposal, page 14 reads:

" 50-year lease with an option to extend, at ahs® Residential' s sole discretion as long as not in default of the lease agreement, for up to three 10-year periods. "

This needs to be corrected and read "option for renewal will only be exercised upon written mutual agreement"!

Please advise at soon as possible?

Thank you,

Duke Basha

Assistant Purchasing Manager

Town of Palm Beach
Purchasing Division
360 S. County Road
Palm Beach, FL 33480
Phone: 561-227-7001
www.townofpalmbeach.com

-----Original Message-----

From: Robert D. Kelley, Jr. <kelley@kelleyconsultinginc.com>
Sent: Wednesday, December 12, 2018 9:39 AM
To: Dean Mealy <dmealy@TownOfPalmBeach.com>; Duke Basha
<dbasha@TownOfPalmBeach.com>; Jay Boodheshwar
<JBoodheshwar@TownofPalmBeach.com>
Subject: AHS Residential - Previous Written Counter Offer-Highest & Best

Duke-Dean-Jay,

I did discuss the 6.25% and the 40 year term with Ernesto. He reiterated that last weeks letter was his highest and best offer. He went on to explain that he agreed to take the land as is without a credit for 8 acres of unbuildable land and the anticipation of significant offsite improvement dollars and double impact fees to be spent to mitigate traffic. This is a \$2.0-\$3.0 million concession! In addition, he did agree to a rent increase from 5%-6% (a 17% increase) and to a 1% increase in the base land value. Again, another significant concession. This deal cannot handle any more concessions.

Regarding the term and extensions, these are the minimum required to secure financing and to allow adequate time to recoup their investment.

AHS will need to hire their 3rd party consultants in the coming weeks in order to meet the traffic submission deadline. Please advise ASAP. Thank you. Rob

Robert D. Kelley, Jr.
Licensed Real Estate Broker
Kelley Consulting Inc.
Commercial Real Estate Brokerage & Finance
561-704-8479
kelley@kelleyconsultinginc.com
<http://www.kelleyconsultinginc.com/>

Sent from my iPad

On Dec 4, 2018, at 6:12 PM, Robert D. Kelley, Jr.
<kelley@kelleyconsultinginc.com> wrote:

Dean-Duke-Jay,

Please see the Counter Offer on AHS Letterhead. As you can see, this is really the best that they can do. Please also notice that this Counter Offer expires December 31, 2018. Anything over and above this would simply render the project not feasible. Please advise ASAP. Thank you. Rob

Robert D. Kelley, Jr.
Licensed Real Estate Broker
Kelley Consulting Inc.
Commercial Real Estate Brokerage & Finance
561-704-8479
kelley@kelleyconsultinginc.com
<http://www.kelleyconsultinginc.com/>

<Town of Palm Beach re Okeechobee Rd. parcels_unsolicited offer.pdf>

Sent from my iPad

Please be advised that under Florida law, e-mails and e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact the Town of Palm Beach by phone at (561) 838-5400, or in writing: 360 S. County RD, Palm Beach, FL 33480.

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Long-term Lease Proposal from AHS Residential for 5976 Okeechobee Blvd., WPB

AHS negotiated terms:
Lease price at 6% of Land Value of \$14,460,303.00 (\$867,618 initial annual rent)
Escalation lease rate of 10% every 5 years
No compensation for land improvements, lease is based on “as is basis”
Lease length: 50 years with three (3) renewal options of 10 years each if mutually agreed upon
Brokers commission based on 6% of 10 years of the lease to be paid within three years

AHS RESIDENTIAL	Years 1 -5	Years 6-10 +10%	Years 11-15 +10%	Years 16-20 +10%	Years 21-25 +10%	Years 26-30 +10%	Years 31-35 +10%	Years 36-40 +10%	Years 41-45 +10%	Years 46-50 +10%	Total for 50 years
AHS yearly Lease based on 6% of \$14,460,303.00 purchase price appraised value	\$4,338,090.00	\$4,771,899.00	\$5,249,088.90	\$5,773,997.79	\$6,351,397.57	\$6,986,537.33	\$7,685,191.06	\$8,453,710.16	\$9,299,081.18	\$10,228,989.30	\$69,137,982.29
Brokers Expenses: 6% of rent for initial 10 years (paid in 3 years)	\$546,599.34										\$546,599.34
Net Income	\$3,791,490.66	\$4,771,899.00	\$5,249,088.90	\$5,773,997.79	\$6,351,397.57	\$6,986,537.33	\$7,685,191.06	\$8,453,710.16	\$9,299,081.18	\$10,228,989.30	\$68,591,382.95

Annual Gross Lease Income \$867,618.00 \$954,379.80 \$1,049,817.78 \$1,154,799.56 \$1,270,279.51 \$1,397,307.47 \$1,537,038.21 \$1,690,742.03 \$1,859,816.24 \$2,045,797.86

Total Fee for Broker (3 payments):
Initial payment in year 1: 20%
Second payment in year 2: 40%
Third and final payment in year 3: 40%

Initial Proposal from July 12, 2018 : \$715,000 per year (no escalators); 99 year lease; conditional on clean site with minimal remediation costs (\$35,750,000 calculated at 50 years for "apples to apples' comparison)
Proposal as of Oct. 15, 2018: \$715,000 per year for first 5 years (10% rent escalator every 5 years); 50 year lease; as-is site condition with all remediation handled by lessee (\$56,976,291 over 50 years)
Proposal as of Dec. 4, 2018: \$867,618 per year for first 5 years (10% rent escalator every 5 years); 50 year lease; as-is site condition with all remediation handled by lessee (\$69,137,982 over 50 years)

TOWN OF PALM BEACH

Town Council Meeting on: January 8, 2019

Section of Agenda

Regular Agenda - Old Business

Agenda Title

Update on the Compensation and Benefit Study.

Presenter

Danielle Olson, Director of Human Resources

ATTACHMENTS:

- **Memorandum Dated December 19, 2018, from Danielle Olson, Director of Human Resources**

TOWN OF PALM BEACH

Information for Town Council Meeting on: January 8, 2019

To: Mayor and Town Council

Via: Kirk Blouin, Town Manager

From: Danielle Olson, Director of Human Resources

Re: Update on the Town's Compensation and Benefits Study

Date: December 19, 2018

STAFF RECOMMENDATION

The information contained herein is for informational purposes only. There are no staff recommendations for Town Council's consideration at this time.

GENERAL INFORMATION

As advised at the December 11, 2018, Council Meeting, Evergreen Consulting finalized and distributed the survey instrument to the selected peers. Below is an exhibit displaying the peers who, as of December 19, 2018, have agreed to participate in the study, submitted a completed survey, and/or provided the consultant with supplemental data (pay plans, compensation policies, benefit manuals, and job descriptions). There are no other project updates to provide at this time.

Market Peers	Agreed to participate	Received Completed Survey	Received supplemental data
Broward County, FL Sheriff's Office	X		
City of Coconut Creek, FL	X		X
City of Coral Springs, FL	X	X	X
Town of Davie, FL	X		
City of Ft. Lauderdale, FL	X		
City of Hollywood, FL Police Dept	X		
City of Plantation, FL	X		
City of Pompano Beach, FL	X		
City of Sunrise, FL	X		
City of Coral Gables, FL	X		
City of Miami Beach, FL	X		
Miami-Dade Couty, FL Fire Rescue	X		
City of Boca Raton, FL	X		
City of Boynton Beach, FL	X		
City of Delray Beach, FL	X		
City of Greenacres, FL	X		X
Town of Jupiter, FL	X	X	X
City of Lake Worth, FL	X		
Village of North Palm Beach, FL	X		
City of Palm Beach Gardens, FL	X	X	X
Village of Royal Palm Beach, FL	X		
Village of Tequesta, FL	X		
Village of Wellington, FL	X		
City of West Palm Beach, FL	X		
Palm Beach County, FL	X		
Palm Beach County, FL Fire Rescue	X		
Palm Beach County, FL Sheriff's Office	X	X	X
Solid Waste Authority	X		

TOWN OF PALM BEACH

Town Council Meeting on: January 8, 2019

Section of Agenda

Regular Agenda - Old Business

Agenda Title

Request from Cary Glickstein, Receiver, Approving an Amendment to the Conditional Settlement Agreement for the Palm House Hotel.

Presenter

Cary Glickstein, Receiver

ATTACHMENTS:

- ▣ **Letter from Gregg H. Glickstein, Requesting Consideration of Amended Conditional Settlement Agreement**
- ▣ **Redlined Amended Conditional Settlement Agreement**
- ▣ **Amended Conditional Settlement Agreement**

LAW OFFICES
GREGG H. GLICKSTEIN, P.A.
54 S. W. BOCA RATON BOULEVARD
BOCA RATON, FLORIDA 33432-5809
TEL: (561) 210-9920 EMAIL: ghgpa@bellsouth.net

Gregg H. Glickstein, Esquire

December 20, 2018

Mayor Gail L. Coniglio, Town of Palm Beach
c/o Kirk Blouin, Town Manager and
Jay Boodheshwar, Deputy Town Manager (via email)
360 S. County Road
Palm Beach, FL 33480

Re: 160 Royal Palm Way, Amended Conditional Settlement Agreement
Between Town of Palm Beach and 160 Royal Palm, LLC

Dear Mayor Coniglio and Town Council Members:

Cary Glickstein, as former receiver for the Palm House Property/Project located at 160 Royal Palm Way and current manager of the property owner, 160 Royal Palm, LLC, respectfully requests the opportunity to present to the Council for its approval at its regular meeting on January 8, 2019 the attached proposed Amended Conditional Settlement Agreement (the "Amended Agreement"). The Amended Agreement seeks to amend and replace the Conditional Settlement Agreement (the "Agreement"), executed by the Town on October 9, 2018, solely for purposes of extending payment/performance deadline dates and violation assessment abatement period by one month from January 31, 2019 and April 30, 2019 to February 28, 2019 and May 31, 2019, respectively. The Amended Agreement has been reviewed with Town counsel. Also attached is a redlined counterpart of the Amended Agreement showing the specific changes proposed by the Amended Agreement to the executed Agreement.

As recited in the Agreement, the owner, through its former receiver, Cary Glickstein, who is now the court-appointed manager of the owner, initiated bankruptcy proceedings for the benefit of the owner's creditors and interested parties, including the Town and Town Code Enforcement. As directed by its manager, the owner's primary objective is to sell the above property to a bona fide developer who will complete construction of the hotel, as authorized and approved by the Town, correcting the unauthorized construction that resulted in the Town's code enforcement violation, order, fine and lien.

Accordingly, the Agreement was created, along with a companion conditional settlement agreement between the owner and the Town Code Enforcement Board, to eliminate that uncertainty for a buyer and provide for an equitable resolution for the Town and Town Code Enforcement. Accordingly, neither agreement is for the owner's benefit; both agreements are for

December 20, 2018

Page 2

the benefit of a 'Qualified Buyer,' as defined in the Agreement and the Town and Town Code Enforcement, as well as owner's creditors, respectively.

The payment and performance dates of January 31, 2019 and April 30, 2019 in both agreements were decided upon in anticipation of a court-approved, completed sale of the property in the pending bankruptcy proceeding in December 2018. In October 2018 when the agreements were finalized the parties believed, based on orders entered in the bankruptcy proceeding, that an auction sale of the property would be completed in December 2018, which would determine the Qualified Buyer who would be vested with title to the property and have the required court approval and sufficient time to perform the payment and other performance obligations under the Agreement and the companion conditional settlement agreement between the owner and Town Code Enforcement.

On December 14, 2018 an order was entered in the bankruptcy proceeding that postponed certain hearings and rescheduled the auction sale date for January 28, 2019. The rescheduled sale date will not allow sufficient time for determination and bankruptcy court approval of a Qualified Buyer sufficiently in advance of the January 31, 2019 settlement payment deadline in the Agreement. Accordingly, the enclosed Amended Agreement and a companion amended conditional settlement agreement between the owner and Town Code Enforcement have been prepared to address the rescheduled sale date for the property by extending the payment and performance deadlines and abatement periods in the Agreement by approximately one month from January 31, 2019 and April 30, 2019, respectively to February 28, 2019 and May 31, 2019.

The Amended Agreement is necessary because the benefits accruing under the Agreement and the corresponding Town Code Enforcement conditional settlement agreement are conditional. If the specific payment and performance requirements are not timely satisfied or performed, the Town preserves all of its rights as they presently exist. The Town benefits if the conditions to the Amended Agreement are satisfied and performed and the Town gives up nothing if those enumerated conditions do not occur as and when provided for in the Amended Agreement. The Amended Agreement is further conditioned on approval of the companion amended conditional settlement agreement by Town Code Enforcement.

Thank you for the opportunity to present the Amended Agreement for your consideration of its merits.

Very truly yours,

Gregg H. Glickstein

Gregg H. Glickstein

Attachments

cc: John (Skip) Randolph, Esquire (via email); Cary Glickstein, Receiver (via email)

AMENDED CONDITIONAL SETTLEMENT AGREEMENT

This **Amended** Conditional Settlement Agreement (“Settlement Agreement”) is entered into **as of January 8, 2019** between the Town of Palm Beach, a Florida municipal corporation, 360 South County Road, Palm Beach, Florida 33480 (“Town”) and 160 Royal Palm, LLC, a Florida limited liability company, 160 Royal Palm Way, Palm Beach, Florida 33480 (“Owner”) (Town and Owner are hereafter collectively referred to as the “Parties”).

WHEREAS, on July 30, 2007, Town and Royal 160, LLC (“Former Owner”), the prior Owner of the Land, as hereinafter defined, entered into a Declaration of Use Agreement, recorded in the Official Public Records Book 21987, Page 499, of the Public Records of Palm Beach County, Florida (the “Agreement”), and a Heart of Palm Beach Construction Management Agreement, recorded in the Official Records Book 21987, Page 510, of the Public Records of Palm Beach County, Florida (the “CMA”), concerning the conditional use of the land described in Exhibit A to the Agreement (the “Land”) as a hotel and accessory uses consistent with and subject to the conditions for the ‘Approval,’ including, among other conditions, a liquidated amount of \$2,000 per violation per day remedy (the “Violation Assessment”), as specifically set forth in the Agreement;

WHEREAS, the Land is described in **Exhibit A**, attached hereto, it is located within the municipal limits of Town and title to the Land is held by Owner;

WHEREAS, Town and Owner entered into an Amendment to Declaration of Use Agreement made on December 28, 2012 and recorded in the Official Public Records Book 25694, Page 633, of the Public Records of Palm Beach County, Florida (the ‘Amendment’), modifying the Agreement for the conditional use of the Land as a hotel and accessory uses and for operation on the Land of the Palm House Hotel (‘Hotel’) consistent with and subject to the conditions for the ‘Approval’ including, among other conditions, a February 14, 2013 deadline for the completion of construction of the Hotel (the “Completion Deadline”), as more specifically set forth in the Amendment;

WHEREAS, Owner commenced a civil action in December 2012 in the Fifteenth Judicial Circuit of Palm Beach County, Florida, styled *160 Royal Palm, LLC v. Town of Palm Beach*, Case No.: 502012CA023613XXXXMB (the “Litigation”), seeking a declaratory judgment concerning the Completion Deadline, which action remains pending but currently stayed based on the Bankruptcy Action, as hereinafter defined;

WHEREAS, effective February 15, 2013, Town commenced assessment of the Violation Assessment based on Owner’s failure to complete construction of the Hotel by the Completion Deadline, despite Owner’s contention that the Completion Deadline had been extended for two years, as alleged in the Litigation;

WHEREAS, Town and Owner entered into a Second Amendment to Declaration of Use Agreement made on August 13, 2013 and recorded in the Official Public Records Book 26251, Page 78, of the Public Records of Palm Beach County, Florida (the ‘Amendment’)(hereinafter the

“Second Amendment” for clarity), modifying the Agreement for the conditional use of the Land as a hotel and accessory uses and for Owner’s operation on the Land of the Palm House Hotel (‘Hotel’) consistent with and subject to the conditions for the ‘Approval,’ including, among other conditions, the Completion Deadline, as specifically set forth in the Second Amendment;

WHEREAS, in 2014, the Town of Palm Beach Police Department, Code Enforcement Office initiated a code enforcement action, Case # CE-14-1212, 160 Royal Palm Way, 160 Royal Palm LLC, against the Land for unauthorized construction of the Hotel by Owner. Owner failed to satisfy or correct the code enforcement violation resulting in the entry of an Order Assessing Fine and Order Imposing Lien by the Town of Palm Beach Code Enforcement Board of the Town of Palm Beach ("Town Code Enforcement") in the amount of \$250 a day, commencing January 10, 2015 (the “Code Enforcement Fine”), which is recorded in Official Records Book 27315, page 1368 of the Public Records of Palm Beach County, Florida (the “Code Enforcement Lien”) to enforce compliance with the code enforcement order (the “Code Enforcement Order”) requiring the removal of all unpermitted work done beyond the scope of Owner’s approved variances and building permits and passing all inspections;

WHEREAS, in 2014 construction of the Hotel was terminated and abandoned without completion or compliance with the Code Enforcement Order and the building permit for construction of the Hotel expired;

WHEREAS, on or about December 15, 2014 a civil action was commenced in the Fifteenth Judicial Circuit of Palm Beach County, Florida, styled as *Ryan Black v. Gerry Matthews*, et al, Case No.: 502014CA014846XXXXMB AG (the “Receivership Action”) by Ryan Black, as a member and former managing member of Palm House, LLC, a Delaware limited liability company and the sole member of Owner, seeking appointment of a receiver for Owner;

WHEREAS, on or about July 20, 2015 the court in the Receivership Action entered an Amended Agreed Order on Plaintiff’s Motion to Appoint Receiver (the “Receivership Order”) whereby Cary Glickstein (the “Receiver”) was appointed as Receiver for the real and personal property of Owner, including the Land and the partially constructed Hotel, and directed by the Receivership Order to pursue completion of the Hotel, upon securing construction financing, as approved by Town;

WHEREAS, in November 2015, Receiver applied for and on January 13, 2016, the Town Council granted the Receiver approval of Site Plan # 1-2016 with Special Exception for construction of the Hotel (the “Development Approval”), imposing conditions of approval in order to regulate the use, mitigate any adverse impacts of the use, and insure that said use shall not be adverse to the public interest, including, in part, correction of the unauthorized construction underlying the Code Enforcement Lien, which approval was to be further memorialized in a Third Amendment to Declaration of Use Agreement (the “Third Amendment”), which has not been executed nor has the work commenced, as authorized by the Development Approval, by application for a building permit revision;

WHEREAS, in November 2016, the Receiver sought and on December 14, 2016, the Town Council granted the Receiver's request for a conditional, temporary abatement of the Violation Assessment accruing since February 15, 2013, which abatement remains conditionally and temporarily in effect;

WHEREAS, on or about November 17, 2016, the Receiver applied for and the Town Code Enforcement Board granted the Receiver's request for a conditional, temporary abatement of the Code Enforcement Fine accruing since January 10, 2015, which abatement remains conditionally and temporarily in effect. Among the conditions imposed for the continued abatement of the Code Enforcement Fine was payment to the Town of the Code Enforcement Fine amount accruing before the abatement date, which amount was paid in full;

WHEREAS, because the work authorized by the Development Approval could not be commenced within 12 months from the date of Town Council approval, in December 2016, Receiver applied for and in January 2017 the Town Council granted the Receiver's request to extend the Development Approval for one year through January 13, 2018;

WHEREAS, because the work authorized by the Development Approval could not be commenced within 12 months from the date of Town Council approval, in or about December 2017, Receiver applied for and in January 2018 the Town Council granted the Receiver's second request to extend the Development Approval for one year through January 9, 2019;

WHEREAS, on July 3, 2018, an order was entered by the Court in the Receivership Action expanding the Receiver's powers and making the Receiver the sole and exclusive manager of Owner, among other powers;

WHEREAS, on August 2, 2018, Owner, by and through the Receiver as the sole and exclusive manager of Owner ("Manager"), filed a petition for Chapter 11 bankruptcy relief in the United States Bankruptcy Court, Southern District of Florida, West Palm Beach, styled *In re: 160 Royal Palm, LLC*, Case No.: 18-19441-EPK (the "Bankruptcy Action");

WHEREAS, Manager believes the sale of the Land and the Hotel (collectively, the "Property" or "Project") to a qualified buyer is in the best interests of Owner's creditors, Town and interested parties and represents a final opportunity for the Manager to accomplish what the Receiver could not by completion of the Hotel as approved by Town;

WHEREAS, Owner, under the direction of Manager and subject to court approval in the Bankruptcy Action, intends to sell the property to a qualified buyer who will complete construction of the Hotel as approved by Town consistent with the Development Approval, a revised CMA and building permit revision, as described below;

WHEREAS, the Violation Assessment, Code Enforcement Fine, Code Enforcement Order, Code Enforcement Lien and impending expiration of the Development Approval in January 2019 separately and collectively create uncertainty in any prospective buyer's evaluation of the Land and the Hotel for acquisition purposes and that uncertainty materially and adversely affects the marketability of the Property and viability of the Project;

WHEREAS, the Town's interests are furthered by the sale of the Property to a qualified buyer who will complete the Project in accordance with the Development Approval; and

WHEREAS, further to the above objectives, the Parties desire to conditionally compromise and settle all claims, demands, rights, and causes of action with respect to the Violation Assessment and impending expiration of the Development Approval and Owner is simultaneously seeking by a separate amended conditional settlement agreement with Town Code Enforcement (the "Amended CEB Settlement Agreement") to settle all claims, demands, rights, and causes of action with respect to the Code Enforcement Order, Code Enforcement Fine and Code Enforcement Lien.

NOW THEREFORE, in consideration of the mutual promises, premises and covenants set out in this Settlement Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby expressly acknowledged, and upon the terms and subject to the conditions contained herein, the Parties expressly agree and covenant as follows:

Section 1: Incorporation of Recitals

The Parties expressly incorporate the recitals of this Settlement Agreement as a part hereof.

Section 2. Continued Abatement of Violation Assessment.

Town agrees to reinstate, if necessary, and conditionally abate accrual of the Violation Assessment for an abatement period through ~~May~~April 30~~1~~, 2019. Upon timely payment of the Settlement Amount, as defined in Section 3 below, by a "Qualified Buyer," as defined in Section 7 below, the foregoing abatements shall continue and remain in force and effect conditioned on completion of construction of the Hotel in accordance with the requirements for extension of the Development Approval in Section 4 below.

Section 3: Settlement Amount; Payment

Town agrees to accept payment of \$200,000 (the "Settlement Amount") from a Qualified Buyer, as hereinafter defined, in full and final settlement of the Violation Assessment accruing through ~~May~~April 30~~1~~, 2019 provided such payment is delivered to Town on or before the earliest of (1) thirty days from the closing on the sale of the Property or (2) ~~January 31~~ February 28, 2019. Payment shall be made in a single payment payable to Town of Palm Beach and delivered to Town at 360 South County Road, Palm Beach, Florida 33480. Timely payment of the Settlement Amount shall be an express condition precedent to the abatement of the Violation Assessment through the abatement period set forth in Section 2.

Section 4: Extension of Development Approval

The Development Approval shall continue in force and effect pending and subject to timely performance of this Settlement Agreement. Upon timely payment of the Settlement Amount, Town agrees to extend the Development Approval through ~~May~~April 30~~1~~, 2019, provided on or before ~~May~~ April 30~~1~~, 2019 the Qualified Buyer: (i) makes application for and upon Town approval thereafter executes and delivers the Third Amendment consistent with the Development Approval; (ii) makes application for and upon Town approval thereafter executes and delivers a revised CMA

consistent with the Development Approval; (iii) makes application for a building permit revision for construction of the Hotel consistent with the Development Approval; and (iv), if required by Town, concurrent with the Qualified Buyer's application for Third Amendment and revised CMA, and solely to approve the change in ownership of the Land from Owner to the Qualified Buyer, makes application for and receives Town approval for a modification to special exception for construction and operation of the Hotel, consistent with the Development Approval, or as otherwise requested by the Qualified Buyer and approved by the Town.

Section 5: Satisfaction and Discharge of Violation Assessment

Upon timely completion of the Hotel, as provided in the Third Amendment, the revised CMA and building permit revision, the Violation Assessment shall be deemed fully satisfied and discharged. Nothing contained herein shall prevent Town and the Qualified Buyer from agreeing to an alternative protocol for the timing of the satisfaction and discharge of the Violation Assessment.

Section 6. Dismissal of Litigation

On or before closing on the sale of the Property to a Qualified Buyer following entry of a court order approving this Settlement Agreement in the Bankruptcy Action and the execution and delivery of this Settlement Agreement by the Parties, the Litigation shall be dismissed with prejudice.

Section 7: Qualified Buyer

For purposes of this Settlement Agreement, a Qualified Buyer ("Qualified Buyer") shall be the purchaser of the Property pursuant to a fully performed contract and sale approved by court order in the Bankruptcy Action, excluding Owner, Former Owner, Palm House, LLC, any current or former manager or member of Owner, Former Owner or Palm House, LLC, and any other party to the Receivership Action or any other pending civil action in which Owner is a party, other than Town. While this Settlement Agreement is expressly intended for the benefit of a Qualified Buyer, nothing in this Agreement shall prevent Town, in Town's discretion, from extending the benefits conferred under this Settlement Agreement to a buyer who is not a Qualified Buyer hereunder.

Section 8: Conditional Settlement

This Settlement Agreement shall be of no force or effect unless it and the Amended CEB Settlement Agreement are executed and delivered by the respective Parties and approved by a court order duly entered in the Bankruptcy Action. In the event (1) payment of the Settlement Amount is not timely paid to Town; (2) a Third Amendment to Declaration of Use Agreement is not timely executed by and delivered to Town by the Qualified Buyer or (3) construction of the Hotel is not timely completed by the Qualified Buyer in accordance with the Third Amendment, revised CMA and building permit revision, then the Development Approval shall expire. Unless otherwise extended by Town, the Violation Assessment abatement shall terminate and the assessment and fine shall be reinstated as if the abatement had never been granted, less payments received by Town, if any. If the Bankruptcy Action is dismissed before the sale of the Property or

if Owner is otherwise prevented or unable to sell the Property to a Qualified Buyer, Owner reserves all of its rights, claims and defenses as asserted in the Litigation and/or that are or as may be available to Owner in the Bankruptcy Action with regard to the Property, the Violation Assessment, the Code Enforcement Fine and/or the Code Enforcement Lien.

Section 9: No Admission of Liability or Fault

This Agreement is a compromise of a disputed claim and the execution of this Settlement Agreement is not, and should not be construed to be, as an admission of liability or fault on the part of any party, their respective successors, assigns, subsidiaries, affiliates, agents, managers, members, partners, and employees, and by executing this Settlement Agreement the Parties expressly deny any liability or fault.

Section 10: Governing Law

This Settlement Agreement shall be interpreted, construed and enforced pursuant to and in accordance with the laws of the State of Florida.

Section 11: Attorneys' Fees and Costs

In the event of litigation to enforce the terms of this Settlement Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs from the non-performing party. Except as specifically provided in this Settlement Agreement, the Parties shall bear their own respective attorneys' fees and costs incurred in connection with the Litigation and the negotiation and performance of this Settlement Agreement.

Section 12: Time is of the Essence

Time is of the essence for all dates and time periods expressed herein.

Section 13: Choice of Law and Forum Selection

The Parties agree that this Settlement Agreement is made and entered into in the State of Florida, and shall in all respects be interpreted, enforced and governed under the laws of the State of Florida without applying conflict of laws principles, and shall be subject to the exclusive jurisdiction of the courts of Florida. The sole and exclusive venue for any litigation arising out of, or relating to this Settlement Agreement shall be in Palm Beach, Florida, to the exclusion of any and all other venues.

Section 14: Interpretation of Settlement Agreement

The Parties have been represented by counsel, and have reviewed this Settlement Agreement through their respective attorneys or have had the opportunity to do so. None of the Parties (nor any attorney for any of the Parties) shall be deemed to be the drafter of this Settlement Agreement. Any rule of construction under Florida law requiring that ambiguities be resolved against the drafting party shall not be employed in the interpretation of this Settlement Agreement. The Parties further agree that all parts of this Settlement Agreement shall in all cases be

construed as a whole according to its fair meaning.

Section 15: Successors and Assigns

This Settlement Agreement shall apply to the Parties, as well as to each of their predecessors, successors and assigns.

Section 16: Declaration of Use Agreement, the Amendment and the Second Amendment

The Declaration of Use Agreement, the Amendment to Declaration of Use Agreement and the Second Amendment to Declaration of Use Agreement remain in full force and effect, subject to further modification by a Third Amendment to Declaration of Use Agreement between Town and a Qualified Buyer, as generally described herein.

Section 17: Authority to Execute Settlement Agreement

Each of the Parties, and those persons executing this Settlement Agreement on behalf of the Parties, warrants to the other that each has full power, authority and capacity to execute this Settlement Agreement. In addition, the Parties warrant and represent that they are the owner of the claims asserted against the other and have not transferred or assigned any claim, in whole or in part.

Section 18: Town Cooperation

In connection with Owner's sale of the Property to a Qualified Buyer as authorized and approved in the Bankruptcy Action, Town agrees to cooperate with the settlement, title or closing agent, Owner and the Qualified Buyer, at no expense to Town, and use its best reasonable efforts to timely review and comply with written requests for information, acknowledgements and confirmations further to Owner's conveyance of title, confirmation of Qualified Buyer status, and verification of the recitals set forth in this Settlement Agreement as of the Closing Date.

Section 19: Headings

All sections, titles or captions contained in this Settlement Agreement are for convenience only and shall not be deemed to be a part of this Settlement Agreement, and shall not affect the meaning or interpretation of this Settlement Agreement.

Section 20: Amendment to Conditional Settlement Agreement; Merger

Upon execution by the Parties, this Amended Conditional Settlement Agreement shall amend and replace the Conditional Settlement Agreement executed by the Parties on October 9, 2018. There have been no written or oral representations made, or relied upon, by the Parties as inducement for the execution of this Settlement Agreement that are not expressly stated herein. The terms of this Settlement Agreement are contractual, not mere recitals, and may

be enforced by a court of competent jurisdiction. No changes in or additions to this Settlement Agreement shall be valid, enforceable or recognized, unless made in a writing and signed by all of the Parties.

Section 21: Execution in Counterparts

This Settlement Agreement may be executed in counterparts, each of which shall constitute an original, and all of which shall constitute one and the same instrument. Additionally, the different counterparts of this Settlement Agreement may be executed separately by each signatory, and all such separately executed counterparts, when taken together, shall be treated as and constitute one and the same instrument. Any signature delivered by electronic or facsimile transmission shall be treated in all manner and respect as an original document.

IN WITNESS WHEREOF the Parties have hereunto set their hands and seals the day and year first above written.

SIGNATURES ON FOLLOWING PAGE

Signed, sealed and delivered
in the presence of:

TOWN OF PALM BEACH,

By: _____
Gail Coniglio

By: _____

Town Council

By: _____
Kirk Blouin
Town Manager

APPROVED AS TO LEGAL FORM AND
SUFFICIENCY

John C. Randolph
Town Attorney

160 ROYAL PALM, LLC, a Florida limited
liability company

By: _____
Cary Glickstein, as Manager for 160 Royal
Palm, LLC, and not individually

EXHIBIT A

Legal Description for the Land:

Being Lots 31, 32 and 33, Block F, Royal Park Addition, a subdivision in the Town of Palm Beach, Palm Beach, Florida, as recorded in Plat Book 4, Page 1, Public Records of Palm Beach County, Florida

AMENDED CONDITIONAL SETTLEMENT AGREEMENT

This Amended Conditional Settlement Agreement (“Settlement Agreement”) is entered into as of January 8, 2019 between the Town of Palm Beach, a Florida municipal corporation, 360 South County Road, Palm Beach, Florida 33480 (“Town”) and 160 Royal Palm, LLC, a Florida limited liability company, 160 Royal Palm Way, Palm Beach, Florida 33480 (“Owner”) (Town and Owner are hereafter collectively referred to as the “Parties”).

WHEREAS, on July 30, 2007, Town and Royal 160, LLC (“Former Owner”), the prior Owner of the Land, as hereinafter defined, entered into a Declaration of Use Agreement, recorded in the Official Public Records Book 21987, Page 499, of the Public Records of Palm Beach County, Florida (the “Agreement”), and a Heart of Palm Beach Construction Management Agreement, recorded in the Official Records Book 21987, Page 510, of the Public Records of Palm Beach County, Florida (the “CMA”), concerning the conditional use of the land described in Exhibit A to the Agreement (the “Land”) as a hotel and accessory uses consistent with and subject to the conditions for the ‘Approval,’ including, among other conditions, a liquidated amount of \$2,000 per violation per day remedy (the “Violation Assessment”), as specifically set forth in the Agreement;

WHEREAS, the Land is described in **Exhibit A**, attached hereto, it is located within the municipal limits of Town and title to the Land is held by Owner;

WHEREAS, Town and Owner entered into an Amendment to Declaration of Use Agreement made on December 28, 2012 and recorded in the Official Public Records Book 25694, Page 633, of the Public Records of Palm Beach County, Florida (the ‘Amendment’), modifying the Agreement for the conditional use of the Land as a hotel and accessory uses and for operation on the Land of the Palm House Hotel (‘Hotel’) consistent with and subject to the conditions for the ‘Approval’ including, among other conditions, a February 14, 2013 deadline for the completion of construction of the Hotel (the “Completion Deadline”), as more specifically set forth in the Amendment;

WHEREAS, Owner commenced a civil action in December 2012 in the Fifteenth Judicial Circuit of Palm Beach County, Florida, styled *160 Royal Palm, LLC v. Town of Palm Beach*, Case No.: 502012CA023613XXXXMB (the “Litigation”), seeking a declaratory judgment concerning the Completion Deadline, which action remains pending but currently stayed based on the Bankruptcy Action, as hereinafter defined;

WHEREAS, effective February 15, 2013, Town commenced assessment of the Violation Assessment based on Owner’s failure to complete construction of the Hotel by the Completion Deadline, despite Owner’s contention that the Completion Deadline had been extended for two years, as alleged in the Litigation;

WHEREAS, Town and Owner entered into a Second Amendment to Declaration of Use Agreement made on August 13, 2013 and recorded in the Official Public Records Book 26251, Page 78, of the Public Records of Palm Beach County, Florida (the ‘Amendment’)(hereinafter the

“Second Amendment” for clarity), modifying the Agreement for the conditional use of the Land as a hotel and accessory uses and for Owner’s operation on the Land of the Palm House Hotel (‘Hotel’) consistent with and subject to the conditions for the ‘Approval,’ including, among other conditions, the Completion Deadline, as specifically set forth in the Second Amendment;

WHEREAS, in 2014, the Town of Palm Beach Police Department, Code Enforcement Office initiated a code enforcement action, Case # CE-14-1212, 160 Royal Palm Way, 160 Royal Palm LLC, against the Land for unauthorized construction of the Hotel by Owner. Owner failed to satisfy or correct the code enforcement violation resulting in the entry of an Order Assessing Fine and Order Imposing Lien by the Town of Palm Beach Code Enforcement Board of the Town of Palm Beach ("Town Code Enforcement") in the amount of \$250 a day, commencing January 10, 2015 (the “Code Enforcement Fine”), which is recorded in Official Records Book 27315, page 1368 of the Public Records of Palm Beach County, Florida (the “Code Enforcement Lien”) to enforce compliance with the code enforcement order (the “Code Enforcement Order”) requiring the removal of all unpermitted work done beyond the scope of Owner’s approved variances and building permits and passing all inspections;

WHEREAS, in 2014 construction of the Hotel was terminated and abandoned without completion or compliance with the Code Enforcement Order and the building permit for construction of the Hotel expired;

WHEREAS, on or about December 15, 2014 a civil action was commenced in the Fifteenth Judicial Circuit of Palm Beach County, Florida, styled as *Ryan Black v. Gerry Matthews*, et al, Case No.: 502014CA014846XXXXMB AG (the “Receivership Action”) by Ryan Black, as a member and former managing member of Palm House, LLC, a Delaware limited liability company and the sole member of Owner, seeking appointment of a receiver for Owner;

WHEREAS, on or about July 20, 2015 the court in the Receivership Action entered an Amended Agreed Order on Plaintiff’s Motion to Appoint Receiver (the “Receivership Order”) whereby Cary Glickstein (the “Receiver”) was appointed as Receiver for the real and personal property of Owner, including the Land and the partially constructed Hotel, and directed by the Receivership Order to pursue completion of the Hotel, upon securing construction financing, as approved by Town;

WHEREAS, in November 2015, Receiver applied for and on January 13, 2016, the Town Council granted the Receiver approval of Site Plan # 1-2016 with Special Exception for construction of the Hotel (the “Development Approval”), imposing conditions of approval in order to regulate the use, mitigate any adverse impacts of the use, and insure that said use shall not be adverse to the public interest, including, in part, correction of the unauthorized construction underlying the Code Enforcement Lien, which approval was to be further memorialized in a Third Amendment to Declaration of Use Agreement (the “Third Amendment”), which has not been executed nor has the work commenced, as authorized by the Development Approval, by application for a building permit revision;

WHEREAS, in November 2016, the Receiver sought and on December 14, 2016, the Town Council granted the Receiver's request for a conditional, temporary abatement of the Violation Assessment accruing since February 15, 2013, which abatement remains conditionally and temporarily in effect;

WHEREAS, on or about November 17, 2016, the Receiver applied for and the Town Code Enforcement Board granted the Receiver's request for a conditional, temporary abatement of the Code Enforcement Fine accruing since January 10, 2015, which abatement remains conditionally and temporarily in effect. Among the conditions imposed for the continued abatement of the Code Enforcement Fine was payment to the Town of the Code Enforcement Fine amount accruing before the abatement date, which amount was paid in full;

WHEREAS, because the work authorized by the Development Approval could not be commenced within 12 months from the date of Town Council approval, in December 2016, Receiver applied for and in January 2017 the Town Council granted the Receiver's request to extend the Development Approval for one year through January 13, 2018;

WHEREAS, because the work authorized by the Development Approval could not be commenced within 12 months from the date of Town Council approval, in or about December 2017, Receiver applied for and in January 2018 the Town Council granted the Receiver's second request to extend the Development Approval for one year through January 9, 2019;

WHEREAS, on July 3, 2018, an order was entered by the Court in the Receivership Action expanding the Receiver's powers and making the Receiver the sole and exclusive manager of Owner, among other powers;

WHEREAS, on August 2, 2018, Owner, by and through the Receiver as the sole and exclusive manager of Owner ("Manager"), filed a petition for Chapter 11 bankruptcy relief in the United States Bankruptcy Court, Southern District of Florida, West Palm Beach, styled *In re: 160 Royal Palm, LLC*, Case No.: 18-19441-EPK (the "Bankruptcy Action");

WHEREAS, Manager believes the sale of the Land and the Hotel (collectively, the "Property" or "Project") to a qualified buyer is in the best interests of Owner's creditors, Town and interested parties and represents a final opportunity for the Manager to accomplish what the Receiver could not by completion of the Hotel as approved by Town;

WHEREAS, Owner, under the direction of Manager and subject to court approval in the Bankruptcy Action, intends to sell the property to a qualified buyer who will complete construction of the Hotel as approved by Town consistent with the Development Approval, a revised CMA and building permit revision, as described below;

WHEREAS, the Violation Assessment, Code Enforcement Fine, Code Enforcement Order, Code Enforcement Lien and impending expiration of the Development Approval in January 2019 separately and collectively create uncertainty in any prospective buyer's evaluation of the Land and the Hotel for acquisition purposes and that uncertainty materially and adversely affects the marketability of the Property and viability of the Project;

WHEREAS, the Town's interests are furthered by the sale of the Property to a qualified buyer who will complete the Project in accordance with the Development Approval; and

WHEREAS, further to the above objectives, the Parties desire to conditionally compromise and settle all claims, demands, rights, and causes of action with respect to the Violation Assessment and impending expiration of the Development Approval and Owner is simultaneously seeking by a separate amended conditional settlement agreement with Town Code Enforcement (the "Amended CEB Settlement Agreement") to settle all claims, demands, rights, and causes of action with respect to the Code Enforcement Order, Code Enforcement Fine and Code Enforcement Lien.

NOW THEREFORE, in consideration of the mutual promises, premises and covenants set out in this Settlement Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby expressly acknowledged, and upon the terms and subject to the conditions contained herein, the Parties expressly agree and covenant as follows:

Section 1: Incorporation of Recitals

The Parties expressly incorporate the recitals of this Settlement Agreement as a part hereof.

Section 2. Continued Abatement of Violation Assessment.

Town agrees to reinstate, if necessary, and conditionally abate accrual of the Violation Assessment for an abatement period through May 31, 2019. Upon timely payment of the Settlement Amount, as defined in Section 3 below, by a "Qualified Buyer," as defined in Section 7 below, the foregoing abatements shall continue and remain in force and effect conditioned on completion of construction of the Hotel in accordance with the requirements for extension of the Development Approval in Section 4 below.

Section 3: Settlement Amount; Payment

Town agrees to accept payment of \$200,000 (the "Settlement Amount") from a Qualified Buyer, as hereinafter defined, in full and final settlement of the Violation Assessment accruing through May 31, 2019 provided such payment is delivered to Town on or before the earliest of (1) thirty days from the closing on the sale of the Property or (2) ~~January 31~~ February 28, 2019. Payment shall be made in a single payment payable to Town of Palm Beach and delivered to Town at 360 South County Road, Palm Beach, Florida 33480. Timely payment of the Settlement Amount shall be an express condition precedent to the abatement of the Violation Assessment through the abatement period set forth in Section 2.

Section 4: Extension of Development Approval

The Development Approval shall continue in force and effect pending and subject to timely performance of this Settlement Agreement. Upon timely payment of the Settlement Amount, Town agrees to extend the Development Approval through May 31, 2019, provided on or before May 31, 2019 the Qualified Buyer: (i) makes application for and upon Town approval thereafter executes and delivers the Third Amendment consistent with the Development Approval; (ii) makes application for and upon Town approval thereafter executes and delivers a revised CMA consistent

with the Development Approval; (iii) makes application for a building permit revision for construction of the Hotel consistent with the Development Approval; and (iv), if required by Town, concurrent with the Qualified Buyer's application for Third Amendment and revised CMA, and solely to approve the change in ownership of the Land from Owner to the Qualified Buyer, makes application for and receives Town approval for a modification to special exception for construction and operation of the Hotel, consistent with the Development Approval, or as otherwise requested by the Qualified Buyer and approved by the Town.

Section 5: Satisfaction and Discharge of Violation Assessment

Upon timely completion of the Hotel, as provided in the Third Amendment, the revised CMA and building permit revision, the Violation Assessment shall be deemed fully satisfied and discharged. Nothing contained herein shall prevent Town and the Qualified Buyer from agreeing to an alternative protocol for the timing of the satisfaction and discharge of the Violation Assessment.

Section 6. Dismissal of Litigation

On or before closing on the sale of the Property to a Qualified Buyer following entry of a court order approving this Settlement Agreement in the Bankruptcy Action and the execution and delivery of this Settlement Agreement by the Parties, the Litigation shall be dismissed with prejudice.

Section 7: Qualified Buyer

For purposes of this Settlement Agreement, a Qualified Buyer ("Qualified Buyer") shall be the purchaser of the Property pursuant to a fully performed contract and sale approved by court order in the Bankruptcy Action, excluding Owner, Former Owner, Palm House, LLC, any current or former manager or member of Owner, Former Owner or Palm House, LLC, and any other party to the Receivership Action or any other pending civil action in which Owner is a party, other than Town. While this Settlement Agreement is expressly intended for the benefit of a Qualified Buyer, nothing in this Agreement shall prevent Town, in Town's discretion, from extending the benefits conferred under this Settlement Agreement to a buyer who is not a Qualified Buyer hereunder.

Section 8: Conditional Settlement

This Settlement Agreement shall be of no force or effect unless it and the Amended CEB Settlement Agreement are executed and delivered by the respective Parties and approved by a court order duly entered in the Bankruptcy Action. In the event (1) payment of the Settlement Amount is not timely paid to Town; (2) a Third Amendment to Declaration of Use Agreement is not timely executed by and delivered to Town by the Qualified Buyer or (3) construction of the Hotel is not timely completed by the Qualified Buyer in accordance with the Third Amendment, revised CMA and building permit revision, then the Development Approval shall expire. Unless otherwise extended by Town, the Violation Assessment abatement shall terminate and the assessment and fine shall be reinstated as if the abatement had never been granted, less payments received by Town, if any. If the Bankruptcy Action is dismissed before the sale of the Property or

if Owner is otherwise prevented or unable to sell the Property to a Qualified Buyer, Owner reserves all of its rights, claims and defenses as asserted in the Litigation and/or that are or as may be available to Owner in the Bankruptcy Action with regard to the Property, the Violation Assessment, the Code Enforcement Fine and/or the Code Enforcement Lien.

Section 9: No Admission of Liability or Fault

This Agreement is a compromise of a disputed claim and the execution of this Settlement Agreement is not, and should not be construed to be, as an admission of liability or fault on the part of any party, their respective successors, assigns, subsidiaries, affiliates, agents, managers, members, partners, and employees, and by executing this Settlement Agreement the Parties expressly deny any liability or fault.

Section 10: Governing Law

This Settlement Agreement shall be interpreted, construed and enforced pursuant to and in accordance with the laws of the State of Florida.

Section 11: Attorneys' Fees and Costs

In the event of litigation to enforce the terms of this Settlement Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs from the non-performing party. Except as specifically provided in this Settlement Agreement, the Parties shall bear their own respective attorneys' fees and costs incurred in connection with the Litigation and the negotiation and performance of this Settlement Agreement.

Section 12: Time is of the Essence

Time is of the essence for all dates and time periods expressed herein.

Section 13: Choice of Law and Forum Selection

The Parties agree that this Settlement Agreement is made and entered into in the State of Florida, and shall in all respects be interpreted, enforced and governed under the laws of the State of Florida without applying conflict of laws principles, and shall be subject to the exclusive jurisdiction of the courts of Florida. The sole and exclusive venue for any litigation arising out of, or relating to this Settlement Agreement shall be in Palm Beach, Florida, to the exclusion of any and all other venues.

Section 14: Interpretation of Settlement Agreement

The Parties have been represented by counsel, and have reviewed this Settlement Agreement through their respective attorneys or have had the opportunity to do so. None of the Parties (nor any attorney for any of the Parties) shall be deemed to be the drafter of this Settlement Agreement. Any rule of construction under Florida law requiring that ambiguities be resolved against the drafting party shall not be employed in the interpretation of this Settlement Agreement. The Parties further agree that all parts of this Settlement Agreement shall in all cases be

construed as a whole according to its fair meaning.

Section 15: Successors and Assigns

This Settlement Agreement shall apply to the Parties, as well as to each of their predecessors, successors and assigns.

Section 16: Declaration of Use Agreement, the Amendment and the Second Amendment

The Declaration of Use Agreement, the Amendment to Declaration of Use Agreement and the Second Amendment to Declaration of Use Agreement remain in full force and effect, subject to further modification by a Third Amendment to Declaration of Use Agreement between Town and a Qualified Buyer, as generally described herein.

Section 17: Authority to Execute Settlement Agreement

Each of the Parties, and those persons executing this Settlement Agreement on behalf of the Parties, warrants to the other that each has full power, authority and capacity to execute this Settlement Agreement. In addition, the Parties warrant and represent that they are the owner of the claims asserted against the other and have not transferred or assigned any claim, in whole or in part.

Section 18: Town Cooperation

In connection with Owner's sale of the Property to a Qualified Buyer as authorized and approved in the Bankruptcy Action, Town agrees to cooperate with the settlement, title or closing agent, Owner and the Qualified Buyer, at no expense to Town, and use its best reasonable efforts to timely review and comply with written requests for information, acknowledgements and confirmations further to Owner's conveyance of title, confirmation of Qualified Buyer status, and verification of the recitals set forth in this Settlement Agreement as of the Closing Date.

Section 19: Headings

All sections, titles or captions contained in this Settlement Agreement are for convenience only and shall not be deemed to be a part of this Settlement Agreement, and shall not affect the meaning or interpretation of this Settlement Agreement.

Section 20: Amendment to Conditional Settlement Agreement; Merger

Upon execution by the Parties, this Amended Conditional Settlement Agreement shall amend and replace the Conditional Settlement Agreement executed by the Parties on October 9, 2018. There have been no written or oral representations made, or relied upon, by the Parties as inducement for the execution of this Settlement Agreement that are not expressly stated herein. The terms of this Settlement Agreement are contractual, not mere recitals, and may

be enforced by a court of competent jurisdiction. No changes in or additions to this Settlement Agreement shall be valid, enforceable or recognized, unless made in a writing and signed by all of the Parties.

Section 21: Execution in Counterparts

This Settlement Agreement may be executed in counterparts, each of which shall constitute an original, and all of which shall constitute one and the same instrument. Additionally, the different counterparts of this Settlement Agreement may be executed separately by each signatory, and all such separately executed counterparts, when taken together, shall be treated as and constitute one and the same instrument. Any signature delivered by electronic or facsimile transmission shall be treated in all manner and respect as an original document.

IN WITNESS WHEREOF the Parties have hereunto set their hands and seals the day and year first above written.

SIGNATURES ON FOLLOWING PAGE

Signed, sealed and delivered
in the presence of:

TOWN OF PALM BEACH,

By: _____
Gail Coniglio

By: _____
Kirk Blouin
Town Manager

APPROVED AS TO LEGAL FORM AND
SUFFICIENCY

John C. Randolph
Town Attorney

160 ROYAL PALM, LLC, a Florida limited
liability company

By: _____
Cary Glickstein, as Manager for 160 Royal
Palm, LLC, and not individually

EXHBIT A

Legal Description for the Land:

Being Lots 31, 32 and 33, Block F, Royal Park Addition, a subdivision in the Town of Palm Beach, Palm Beach, Florida, as recorded in Plat Book 4, Page 1, Public Records of Palm Beach County, Florida

TOWN OF PALM BEACH

Town Council Meeting on: January 8, 2019

Section of Agenda

Regular Agenda - New Business

Agenda Title

Proposed Town Sponsorship of Business Association Special Event on Memorial Day Weekend 2019, to be Hosted by the Royal Poinciana Way Association.

Presenter

Richard Zaretsky, Rotary Club President

ATTACHMENTS:

- ▣ **Memorandum Dated December 21, 2018, from Josh Martin, Director of Planning, Zoning and Building**
- ▣ **Letter and Related Attachments from Richard Zaretsky, President, Rotary Club of Palm Beach Foundation**

TOWN OF PALM BEACH

Information for Town Council Meeting on: January 8, 2019

To: Mayor and Town Council

Via: Kirk Blouin, Town Manager

From: Josh Martin, Director of Planning, Zoning & Building

Re: Proposed Town Sponsorship of Business Association Special Event on Memorial Day Weekend 2019, to be Hosted by the Royal Poinciana Way Association

Date: 21 December 2018

STAFF RECOMMENDATION

Staff recommends that Town Council consider the attached Town-Sponsored Business Association Special Event Request for Flags for Heroes on Memorial Day Holiday Weekend 2019.

GENERAL INFORMATION

Please see attached information as provided by the Applicant related to the Business Association Special Event Proposal for Town Sponsorship.

Attachments

JLM: JLM

cc: Jay Boodheshwar, Deputy Town Manager
Wayne Bergman, Assistant Director, Planning, Zoning, and Building Department



Rotary Club of Palm Beach Foundation

Post Office Box 105
Palm Beach, Florida 33480

Mr. Josh Martin
Director, Planning, Building & Zoning
Town of Palm Beach
360 S County Road
Palm Beach, FL 33480

RE: Rotary Club of Palm Beach Foundation Application for a Town Sponsored Business Association Special Event for Flags for Heroes on Memorial Day Holiday Weekend 2019

Dear Mr. Martin:

Pursuant to the request of Town Manager Kurt Blouin to have you and/or the personnel within your department coordinate this special event application, attached hereto, please find the above referenced application for the proposed Flags for Heroes special event on the Memorial Day Holiday weekend, May 23-27, 2019.

The Rotary Club of Palm Beach Foundation has chosen this permit option for the following reasons:

- 1) The event is of a greater duration than the maximum eight hours allowed by the other special event permit for public property offered by the Town.
- 2) This event will facilitate the presence of potential customers to the Royal Poinciana Way Commercial District to the potential benefit of adjacent businesses.

EVENT DESCRIPTION

Flags for Heroes have been successful events for Rotary Clubs across the United States as it enables citizens to recognize the heroes in their lives while raising funds for charitable causes. Citizens may purchase a medallion to be placed on a flagpole recognizing their hero. The hero need not be limited to veterans, although that is welcomed and strongly encouraged particularly in light of the Memorial Day Holiday. However, one's hero could, for example, be their grandmother who successfully raised many children during the Great Depression with little income and lived to see her children defeat the Axis powers in World War II, go to



Rotary Club of Palm Beach Foundation

Post Office Box 105
Palm Beach, Florida 33480

college and, subsequently, witnessed her grandchildren also becoming successful in life and productive citizens of society. One's hero is unique to each person choosing to participate in the event. It can be a very personal and emotional event for those choosing to participate. People have the option of purchasing a \$50 medallion or a \$100 medallion, which provides information about their hero and, thereafter, is given to the person upon conclusion of the event. Other sponsorships will also be available.

The video accessed within the following link enables one to see the positive visual effect the event can have on a community:

<https://www.youtube.com/watch?v=CqabCKG1yFo>

All proceeds, net of event costs, will be donated to scholarships for children of United States Armed Forces veterans to attend college. The specific agencies to receive these proceeds are currently being vetted and will be identified at the time the Rotary Foundation submits its Charitable Solicitation permit(s) to the Town, well before the event and any fund raising activities. The event itself requires a Town Charitable Solicitation Event Permit and other private events may also require the same. It and other known permits needed for the event are enumerated below.

It is proposed that the event take place within the two large grassed medians on Royal Poinciana Way between Bradley Place on the west and County Road on the east commencing on the afternoon of Thursday, May 23, 2019, and ending with take down the afternoon of Monday, May 27, 2019. A goal of up to 500 flags will be available for citizens to add medallions honoring their individual heroes.

There will be a ceremonial kickoff of the event with a color guard and introductory comments from local dignitaries and the Rotary Foundation.

The Rotary Foundation anticipates potentially partnering with any number of service groups such as the Boy and Girl Scouts of America, Veterans of Foreign Wars, and high school students in need of Community Service hours in order to generate sufficient manpower for the event and reduce costs to the benefit of scholarship recipients.

PERMITTING



Rotary Club of Palm Beach Foundation

Post Office Box 105
Palm Beach, Florida 33480

The proposed Flags for Heroes event necessitates a number of permits as follows:

- The attached Town Sponsored Business Association Special Events Permit
- Town Charitable Solicitation Permit(s) for the event and any private events.
- Town of Palm Beach, DPW, Right-of-Way (ROW) Permit
- FDOT Banner Permit – The flags and any banners such as that identifying the Rotary Foundation and any Sponsors requires a banner permit from FDOT

All permits will be secured in a timely manner, but it is this one requiring Town Council approval that starts the process and enables us to proceed. At the appropriate time staff should advise Rotary of the amount of the security deposit required for the event.

Attached with this application are the following documents required by the Town Sponsored Business Association Special Events Permit:

- The fully completed application.
- The permit required site plan delineating flag placement locations and equipment as required by the permit.
- A rendering, not required by the permit, has been attached to facilitate an understanding of what the area may look like during the event.
- The permit required Hold Harmless Agreement absolving the Town from any and all liability executed by the President of the Rotary Foundation.
- The permit required Certificate of Insurance providing liability insurance for the event and naming the Town as an additionally insured is attached. The dollar value of the insurance provided exceeds the minimum set by the Town.

THE ROYAL POINCIANA WAY BUSINESS ASSOCIATION (RPWBA)

This application is unusual in the sense that the RPWBA is currently not a party to the permit. This is because technically the RPWBA does not currently exist. The corporation requirements of the State have lapsed and not been renewed thereby categorizing the RPWBA as "inactive." Nevertheless, all requirements of the permit have been, and will be met, solely by the Rotary Club of Palm Beach Foundation. Therefore, we feel strongly that the Town is properly protected. However, please be assured that the absence of the RPWBA is only temporary. We have met with representatives of the Frisbee Group who have confirmed



Rotary Club of Palm Beach Foundation

Post Office Box 105
Palm Beach, Florida 33480

their strong interest in the reestablishment of the RPWBA as soon as possible and, in addition, as of this writing, they are working diligently to submit the required paperwork to the State of Florida, Department of State, Division of Corporations, in order to reactivate RPWBA as a bona fide corporate entity as soon as possible; potentially as soon as the January 8, 2019, Town Council meeting. This is good news for Palm Beach since a viable business association is an important component in today's retail sector for the success of traditional "brick and mortar" commercial properties and businesses.

On behalf of the Rotary Club of Palm Beach Foundation, it is respectfully requested that the Town Council conditionally approve this Town Sponsored Business Association Special Event Permit application to enable the described Flags for Heroes event to be held on the Memorial Day Holiday weekend, 2019, subject to the event organizers securing all necessary permits to enable the event to occur.

Should you have any questions or concerns, please feel free to contact Rotary Club member Thomas Bradford at your earliest convenience.

Sincerely,

Richard P. Zaretsky

Richard P. Zaretsky
President, Rotary Club of Palm Beach Foundation

Attachments

cc: Board Members, Rotary Club of Palm Beach Foundation
The Frisbee Group



TOWN OF PALM BEACH

Administrative Procedure

Procedure No.....1-15-9

Effective Date.....October 8, 2015

APPROVED: Thomas G. Bradford
Thomas G. Bradford, Town Manager

TITLE: TOWN SPONSORED BUSINESS ASSOCIATION SPECIAL EVENTS

OBJECTIVE:

It is the policy of the Town of Palm Beach to allow for Town-sponsored special events within the public right-of-way or other public lands within the three identified commercial areas commonly described as Worth Avenue, South County Road, and Royal Poinciana Way, by the business associations representing each area. All proposed events will be carefully reviewed, individually approved, and restricted in accordance with the procedures as outlined herein and the Town Code of Ordinances. All expenses pertaining to such special events shall be borne by the association originating the event, and the Town shall be held harmless from any and all liabilities that may arise from such events.

RESPONSIBILITY:

It is the responsibility of the business association requesting Town sponsorship of a special event to complete and submit a Business Association Special Event Proposal Form and provide supporting documents, site plans, etc. to the Town's Director of Recreation, who will ascertain whether or not the proposal is complete and sufficient information has been provided. Once deemed complete, it will be reviewed by multiple Town Departments, including but not necessarily limited to Recreation, Police, Fire Rescue, Public Works, and Planning, Zoning and Building. Each department may provide comments/recommendations regarding event conditions. Once the Director of Recreation is satisfied that such internal review is complete, the application will be presented to the Town Manager or his/her designee for approval prior to Town Council's review and final approval, denial, or approval with modifications.

PROCEDURE:

Each proposal for a special event to be sponsored by the Town shall be weighed on its individual merits and acted upon by the Town Council without regard to precedents. The following rules shall apply to special events:

- The maximum number of such Town-sponsored special events shall be two (2) per calendar year per commercial area, excluding holiday lighting ceremonies traditionally held in November and/or December.
- No more than one (1) special event per day shall be allowed in Town, based upon a first-come, first-served basis.
- Proposals should be submitted at least 90 days prior to the proposed special event and no earlier than one year in advance.
- It is expected that the duration of each event will be eight hours or less. Any and all exceptions from such rule shall be clearly identified within the proposal.
- Obstruction of public rights-of-way may be approved. Obstructions must be clearly identified within the proposal.
- Each proposal must include a detailed site plan identifying vehicular access, pedestrian access, event venue(s), and all related equipment. Barricades and related safety equipment must be provided to the satisfaction of the Town. A Maintenance of Traffic Plan (M.O.T.) may be required depending upon size and complexity of the special event.
- The business association may be responsible for securing any/all regulatory approvals necessary for each such event, including State DOT permit(s).
- Special detail officers, including Police and Fire Rescue personnel, may be required to ensure public safety at such events. The Town shall have authority to require same, and all costs shall be borne by the business association.
- Food trucks shall not be permitted, nor shall any temporary cooking facilities be allowed. All food served at each event shall be prepared in licensed restaurants, or transported to the event from alternate locations.
- A liquor license must be obtained by the business association if money is required to purchase drinks, tickets, coupons, etc. No liquor license shall be required if alcohol is served free of any charge whatsoever.
- Signage of all kinds, including banners and photo backdrops, shall be approved on a case by case basis. Signage must be set up and removed in accordance with the eight hour event restriction unless specifically allowed for longer periods by the Town Council.

- Any special equipment, including but not limited to staging, lights, amplifiers, generators, etc., must be detailed within the proposal, and will be approved, denied, or modified per Town Council approval.
- All equipment not previously identified herein, including but not limited to fencing, barriers, tents, stages, platforms, risers, canopies, portable restrooms, garbage cans, dumpsters, etc., shall be clearly identified within the proposal and shown on a detailed site plan.
- The business association must submit proof of insurance to the Town in accordance with the recommendation of the Town's Risk Manager for each special event, and each certificate of insurance shall name the Town of Palm Beach as an additional insured.
- A Hold Harmless Statement must be provided, in format satisfactory to the Town's Risk Manager, exempting the Town of Palm Beach from any and all liabilities stemming from a special event.
- The Town has the right to require a refundable bond or satisfactory form of cash deposit to be paid as a condition of approval. The bond or cash equivalent will be refunded thereafter, unless the Town determines to retain all or a portion of same for Town-determined remedial expenses.

ATTACHMENTS:

Business Association Special Event Proposal Information and Form



Business Association Special Event Proposal Information & Form

Proposal Process

The proposal process begins when you submit the completed Business Association Special Event Proposal Form to be considered for Town sponsorship. ***Keep in mind that acceptance of the proposal should in no way be construed as final approval or confirmation of your request.***

Upon receipt of your proposal the Town will assign a coordinator to help guide you through the process. The coordinator distributes the proposal to all Town departments for review. During the review process you will be notified if your event requires additional information, permits or licenses. You will be allowed time to provide us with all pending documents.

Delays in providing these items often delay our ability to finish our review and issue a decision on your special event proposal.

You may be contacted individually by these departments if they have specific questions or concerns about your event. Depending on the impact on Town services, a group meeting with all affected departments and the association may be scheduled to clarify questions and concerns.

Proposal Steps:

1. Submit your completed proposal at least 90 days prior to your proposed event. Proposals will be accepted up to 1 year in advance. Completed proposals may be:
 - Delivered: Recreation Center, 340 Seaview Avenue or
 - Mailed: Town of Palm Beach Recreation Department, ATTN: Business Association Special Event Proposal, P.O. Box 2029, Palm Beach, FL 33480 or
 - Emailed: bzickar@townofpalmbeach.com
2. You will be sent an e-mail acknowledgement that your proposal has been received. Your proposal will be reviewed by Town staff, which may take up to three weeks. During this time, you may be contacted by Town staff for clarification of event details.
3. After a full review of your proposal, including Town Council approval, you will receive either a conditions of approval letter or a denial letter. The conditions of approval letter will outline requirements for your event, such as necessary permits, approvals and/or event bonds/cash deposit fees. This may include, but is not limited, to the following:

- Certificate of Insurance showing evidence of a commercial liability policy
 - Copy of Temporary Liquor License, if applicable
 - Traffic/Parking Control Services
 - Inspections
4. Once all the conditions of approval have been met a final Special Event Approval Letter will be issued by the Town.

Fees

It will be the association's responsibility to pay for the cost of all inspections and other Town services (i.e., Police and Fire). Other fees such as permit fees may apply for tents, stages, etc. Depending on the type of event, respective fees may vary. Events will require a refundable security deposit, depending on the type, location and size of the event. Fees can range as follows:

Event Description	Event Size	Security Deposit
Minor	Less than 250 attendees	\$500
Medium	Between 251 – 1,0000 attendees	\$2,000
Major	Over 1,000 attendees	\$5,000

For additional information, contact Beth Zickar, Director of Recreation at 561-838-5485 or bzickar@townofpalmbeach.com.



BUSINESS ASSOCIATION SPECIAL EVENT PROPOSAL FOR TOWN SPONSORSHIP

EVENT TITLE Flags for Heroes EVENT DATE 05/23/19 - 05/27/19

SECTION 1: CONTACT INFORMATION

Business Association	Royal Poinciana Way Association, Inc. (1)
Representative Name	Richard P. Zaretsky (2)
E-Mail Address	RPZ@ZaretskyLaw.com
Mailing Address	1615 Forum Place, STE 3A West Palm Beach, FL 33401
Primary Telephone	561-689-6660
Secondary Telephone	561-249-4820
Fax Number	561-683-1559

SECTION 2: EVENT INFORMATION

Event Location	The two large medians within Royal Poinciana Way between Bradley Place and County Road		
Event Admission Fee	☐ Yes, Amount _____	☐ No	NO
Anticipated Attendance	250 +/- over the course of 3 days		
Event Time	From: 05/23/19	To: 05/27/19	
Event Set Up	Date: 5/23/19 1:00 -5:00 & 5/24/19 8:00 - Noon		
Event Dismantle	Date: 5/27/19 1:00 - 5:00		
Event Description			

Flags for Heroes enables citizens to recognize the heroes in their lives while raising funds for charitable causes. Citizens may purchase a medallion to be placed on a flagpole recognizing their hero. A goal of 500 flags has been established. People have the option of purchasing a \$50 medallion or a \$100 medallion to commemorate their hero. All proceeds, net of event costs, will be donated to scholarships for children of veterans of U. S. Armed Forces to attend college.

Footnote (1) RPWA is currently defunct, but is being reestablished possibly by 01/08/19. Rotary Foundation has coordinated with RPWA & will run the event in lieu thereof. Contact Frances Frisbie @ 561-717-9803 in this regard.

Footnote (2) Richard Zaretsky is the primary representative of the Rotary Foundation.

Is this event part of a larger marketing campaign? If yes, please describe.

NO

Public Inquiries Contact (Name, Telephone and E-Mail Required)	Richard Zaretsky Tele: 561-689-6660; Email: RPZ@Zaretskylaw.com
Are you requesting any street and/or sidewalk closures? NO	If yes, specify street and/or sidewalks and time of closures.
Does your event include food concessions? NO (No On-Site Cooking Permitted)	Anticipated Number of Vendors:
Does your event involve the sale or consumption of alcoholic beverages? NO	If yes, please check all that apply: ☐ Free Alcohol ☐ Distilled Spirits ☐ Alcohol Sales ☐ Beer ☐ Wine <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>
Does your event require amplified sound and/or music? YES. A PA system is contemplated for the kick off ceremony for announcements and statements.	If yes, please check all that apply: ☐ Amplified sound for announcements only ☐ Amplified sound for recorded music ☐ Amplified sound for live music <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>
Will you be installing any temporary signage? ☐ Yes ☐ No	If yes, list number, description and location: Signage, no, banners, yes. Banners approx. 3' X 5' stating "Rotary Club Foundation" & names of any sponsors. FDOT permit is required. Locations to be marked on site plan. <i>Compliance with Section 134-2371 of the Town of Palm Beach Code of Ordinances is required.</i>
Do you plan to provide portable comfort stations at your event? ☐ Yes ☐ No NO	If yes, how many stalls will be in each station: _____ ☐ Yes ☐ No Is comfort station ADA accessible? <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>

Will you be installing any temporary structures? ☐ Yes ☐ No NO	If yes, identify number and size of tents & canopies: _____ _____ Delivery Date: _____ Removal Date: _____ Stage/Platform/Riser Dimensions: Length: _____ Width: _____ Height: _____ Delivery Date: _____ Removal Date: _____ <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>
Will funds be solicited for any charities? ☐ Yes ☐ No YES	College scholarships for children of veterans of U.S. Armed Forces. Entities are currently being vetted. Agencies to be ID'd in TPB Charitable permit(s). <i>A Charitable Solicitation Permit must be submitted no less than 60 days prior to event date in addition to this proposal form.</i>
Will this event utilize a generator(s) ☐ Yes ☐ No MAYBE	If yes, list the number and size of each: Yes, if needed to power the PA system. One (1) residential style Honda super quiet generator approx. 2200 watts, 18.3A, 120V.
Site Plan YES. Event site plan has been submitted with this application.	Please include a complete site plan of the proposed event, including: - An outline of the event site including the names of the streets or areas that are part of the venue and the surrounding area. - Any street or lane closure requests. - The locations of fencing, barriers and/or barricades. Include any removable fencing for emergency access. - Vehicular access. - Pedestrian access. - Location of stages, platforms, risers, canopies, tents, comfort stations, dumpsters and any other temporary structures. - Generator locations and/or source of power. - Placement of vehicles and/or trailers. - Anticipated parking locations. - Vendor locations. - Temporary signage locations. - Locations of all other event activities.

**FOR OFFICIAL USE ONLY
DEPARTMENT REVIEW**

Recreation

Reviewer: _____

____ Approved

Date: _____

____ Approved w/Comments:

____ Rejected w/ Comments:

Police

Reviewer: _____

____ Approved

Date: _____

____ Approved w/Comments:

____ Rejected w/ Comments:

Fire Rescue

Reviewer: _____

____ Approved

Date: _____

____ Approved w/Comments:

____ Rejected w/ Comments:

Public Works

Reviewer: _____

____ Approved

Date: _____

____ Approved w/Comments:

____ Rejected w/ Comments:

Planning, Zoning & Building

Reviewer: _____

____ Approved

Date: _____

____ Approved w/Comments:

____ Rejected w/ Comments:

Town Manager's Office

Reviewer: _____

____ Approved

Date: _____

____ Approved w/Comments:

____ Rejected w/ Comments:

- After final Department review, please return to the Recreation Department.

Rotary Flags for Heroes

Legend
Maven

Designated areas for flag placement, if needed. All planter beds to be protected. See digital rendering for approximate placement and separation.

Microphone

Rotary and Sponsor banners

Rotary and Sponsor banners

Generator

Area for Kick-off event

Approximate area for Reserved parking on days for setup and take down

Rotary and Sponsor banners on west end of western median, if needed.

Parking is abundant. It is adjacent to and across the street from the event. Multi-day event spreads traffic impact over time. Street shown is Royal Poinciana Way, aka, A1A.

TCM Backup 01-08-19







CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/10/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher Risk Management Services, Inc. 2850 Golf Road Rolling Meadows IL 60008		CONTACT NAME: Ali Sulita PHONE (A/C, No, Ext): 1-833-3ROTARY E-MAIL ADDRESS: rotary@ajg.com FAX (A/C, No): 630-285-4062	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Lexington Insurance Company	
		NAIC # 19437	
INSURED All Active US Rotary Clubs & Districts PALM BEACH ROTARY FOUNDATION ATTN: Risk Management Dept. 1560 Sherman Ave. Evanston, IL 60201-3698		INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES**CERTIFICATE NUMBER:** 899307648**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Liquor Liability Included GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			015375594	7/1/2018	7/1/2019	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			015375594	7/1/2018	7/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y / ☒ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			NOT APPLICABLE			PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Certificate holder is included as additional insured where required by written contract or permit subject to the terms and conditions of the general liability policy, but only to the extent bodily injury or property damage is caused in whole or in part by the acts or omissions of the insured.

CERTIFICATE HOLDERTOWN OF PALM BEACH, FLORIDA
360 SOUTH COUNTY ROAD
PALM BEACH, FLORIDA 33480**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

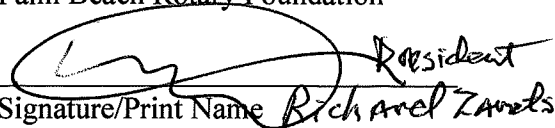
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Hold Harmless Agreement

To the fullest extent allowed by law Palm Beach Rotary Foundation shall protect, defend, reimburse, indemnify and hold harmless the Town of Palm Beach, and the Town's officers, agents, employees free and harmless from and against any and all claims, losses, penalties, damages, settlements, costs, charges, attorneys or other professional fees, or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, cause or causes of action of every kind and character in connection with, or arising directly or indirectly out of or related to the Royal Poinciana Association Memorial Day event on May 27, 2019 to include any event set-up required on May 23 -26, 2019. Without limiting the generality of the foregoing, Palm Beach Rotary Foundation's Indemnity shall include all claims, damages, losses, or expense arising out of or related to personal injury, death, damages to property, defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copyright, proprietary information, or applications of any thereof, or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or order of any court. Palm Beach Rotary Foundation agrees to investigate, respond, adjust and provide a defense for, all and any such claims, demands and actions at Palm Beach Rotary Foundation sole expense and agrees to bear and remain liable for all such other costs and expenses relating thereto, even if such claim is groundless, false or fraudulent. Notwithstanding the foregoing, Palm Beach Rotary Foundation Indemnity's shall not extend to liability for damages to persons or property to the extent such damage was caused by any act, omission, or default of the Town, or by the Town's officers, agents and employees.

Palm Beach Rotary Foundation acknowledges and agrees that Town would not enter into this agreement without this indemnification of Town by Palm Beach Rotary Foundation, and that Town's entering into the agreement shall constitute good and sufficient consideration for this indemnification. Nothing in this agreement shall be construed to affect in any way the Town's rights, privileges, and immunities as set forth in Florida Statute 768.28.

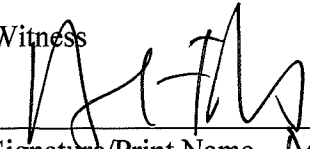
Palm Beach Rotary Foundation


Signature/Print Name Richard Zaretsky

12/10/18

Date

Witness


Signature/Print Name Daniel Franks

12/10/18

Date

TOWN OF PALM BEACH

Town Council Meeting on: January 8, 2019

Section of Agenda

Ordinances - Second Reading

Agenda Title

ORDINANCE NO. 21-2018 An Ordinance Of The Town Council Of The Town Of Palm Beach, Palm Beach County, Florida, Amending The Code Of Ordinances Of The Town Of Palm Beach At Chapter 66, Natural Resource Protection, At Article 1, In Section 66-311, Prohibited Plants; Providing For Severability; Providing For Repeal Of Ordinances In Conflict; Providing For Codification; Providing An Effective Date.

Presenter

Jay Boodheshwar, Deputy Town Manager

ATTACHMENTS:

- ▣ **Ordinance No. 21-2018**

ORDINANCE NO. 21-2018

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, AMENDING THE CODE OF ORDINANCES OF THE TOWN OF PALM BEACH AT CHAPTER 66, NATURAL RESOURCE PROTECTION, AT ARTICLE 1, IN SECTION 66-311, PROHIBITED PLANTS; 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 foregoing recitals are hereby ratified and confirmed.

Section 2. Sec. 66-311. Prohibited Plants is hereby amended to include the following provisions:

(d) Prohibition of ficus benjamina. Due to extreme susceptibility of the invasive white fly pest and the consequent enforcement issues to require owners to treat or remove infested ficus benjamina, no new planting of ficus benjamina shall be allowed, unless such planting is to replace portions of an existing stand of same material. If at least fifty (50) percent of a continuous hedge is replaced, it may not be replaced with ficus benjamina..

~~(e)~~ *Protection of natural area and incentives.* The county has recognized the Palm Beach Island Sanctuaries (R43 T43 S34; R43 T44 S03/10/15) located within the town as a natural area containing high quality ecosystems that are worthy of protection. The town hereby adopts for purposes of the protection of said natural area and for purposes of the regulation of the buffer area around said natural area those sections of the County Code known as the "Palm Beach County Countywide Prohibited Invasive Non-Native Vegetation Removal Ordinance" relating to the protection and regulation of these areas. Additionally, the town adopts the incentive program offered by the county as incorporated within the "Palm Beach County Countywide Prohibited Invasive Non-Native Vegetation Removal Ordinance."

~~(f)~~ *Enforcement.* Violations of this section shall be:

- (1) Failure of a property owner to remove or eradicate prohibited invasive non-native vegetation in accordance with subsection (a) and (c) of this section.
- (2) Failure of a property owner to maintain nonexempt properties free of prohibited invasive non-native vegetation in accordance with subsection (c) of this section.

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. 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 5. Codification.

This Ordinance shall be codified and made a part of the official Code of Ordinances of the Town of Palm Beach.

Section 6. 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 11th day of December, 2018, and for second and final reading on this 9th day of January, 2019.

Gail L. Coniglio, Mayor

Danielle H. Moore, Town Council President

Margaret A. Zeidman, Council President Pro Tem

Julie Araskog, Town Council Member

ATTEST:

Lewis S.W. Crampton, Town Council Member

Kathleen Dominguez, Town Clerk

Bobbie Lindsay, Town Council Member

TOWN OF PALM BEACH

Town Council Meeting on: January 8, 2019

Section of Agenda

Ordinances - Second Reading

Agenda Title

ORDINANCE NO. 22-2018 An Ordinance of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Focusing on Excessive Nutrient Levels in Palm Beach County Water Bodies; Providing for Title; Providing for Definitions; Providing for Applicability; Providing for Timing of Fertilizer Applications; Providing for Fertilizer Free Zones; Providing for Fertilizer Content and Application Rates; Providing for Fertilizer Application Practices; Providing for Management of Grass Clippings and Vegetative Matter; Providing for Exemptions; Providing for Training; Providing for Licensing of Commercial Applicators; Providing for Enforcement; Providing for Penalties; Providing for Appeal; Providing for Severability; Providing for Inclusion in the Code of Laws and Ordinances; Providing for Enforcement; Providing for Captions; and Providing for an Effective Date.

Presenter

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

ATTACHMENTS:

- ▣ **Ordinance No. 22-2018**

ORDINANCE NO. 22-2018

AN ORDINANCE OF THE TOWN OF PALM BEACH IN PALM BEACH COUNTY, FLORIDA, FOCUSING ON EXCESSIVE NUTRIENT LEVELS IN PALM BEACH COUNTY WATERBODIES; PROVIDING FOR TITLE; PROVIDING FOR DEFINITIONS; PROVIDING FOR APPLICABILITY; PROVIDING FOR TIMING OF FERTILIZER APPLICATIONS; PROVIDING FOR FERTILIZER FREE ZONES; PROVIDING FOR FERTILIZER CONTENT AND APPLICATION RATES; PROVIDING FOR FERTILIZER APPLICATION PRACTICES; PROVIDING FOR MANAGEMENT OF GRASS CLIPPINGS AND VEGETATIVE MATTER; PROVIDING FOR EXEMPTIONS; PROVIDING FOR TRAINING; PROVIDING FOR LICENSING OF COMMERCIAL APPLICATORS; PROVIDING FOR ENFORCEMENT; PROVIDING FOR PENALTIES; PROVIDING FOR APPEAL; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE OF LAWS AND ORDINANCES; PROVIDING FOR ENFORCEMENT; PROVIDING FOR CAPTIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 303(d) of the Federal Clean Water Act and the resulting Florida Impaired Waters Rule (Chapter 62-303, Florida Administrative Code), the Florida Department of Environmental Protection (FDEP) has classified specific water bodies in Palm Beach County as “impaired” as a result of the presence of excessive nutrients; and

WHEREAS, Florida Statute, Section 403.9337 requires local governments located within the watershed of a water body or water segment that is listed as impaired by nutrients to Florida Statute, Section 403.067, adopt an Ordinance for Florida-Friendly™ Fertilizer Use on urban landscapes; and

WHEREAS, the FDEP on the 8th day of September 2016, issued its Palm Beach County Municipal Separate Storm Sewer System, Permit No. FLS 000018-004, (hereinafter referred to as the “MS4 Permit”) to forty (40) governmental entities including the Town of Palm Beach; and

1 **WHEREAS**, the MS4 Permit requires local governments within the watershed of a nutrient
2 impaired waterbody to adopt FDEP's Model Ordinance for Florida Friendly Fertilizer Use on
3 Urban Landscapes or an Ordinance that includes all the requirements set forth in the Model
4 Ordinance; and

5
6 **WHEREAS**, surface water runoff and base flow runoff leaves residential neighborhoods,
7 commercial centers, industrial areas, and other lands of the Town of Palm Beach, and enters into
8 natural and artificial storm water, drainage conveyances, and natural water bodies in Palm Beach
9 County; and

10
11 **WHEREAS**, phosphorus and nitrogen, the primary nutrients associated with the
12 degradation of surface water, are commonly the primary components of fertilizer for turf and
13 landscape application, and

14
15 **WHEREAS**, the quality of streams, lakes, and wetlands is important to environmental,
16 economic, and recreational prosperity, and to the health, safety, and welfare of the residents of the
17 Town Palm Beach; and

18
19 **WHEREAS**, algae blooms and accelerated growth of aquatic weeds in Palm Beach
20 County's waterbodies have heightened community concerns about water quality and
21 eutrophication of surrounding waters; and

1 **WHEREAS**, it is generally recognized that Eastern Palm Beach County's soils naturally
2 have an adequate phosphorus content for most vegetative needs and that additional phosphorus is,
3 therefore, only occasionally needed to create or maintain a vibrant landscape; and
4

5 **WHEREAS**, it has been recognized that proper application of slow-release nitrogen
6 sources is more efficiently used by plants and less likely to leach or runoff; and
7

8 **WHEREAS**, this Ordinance is part of a regulatory program to address non-point sources
9 of nutrient pollution, which is scientifically based, economically, and technically feasible; and
10

11 **WHEREAS**, in the process of adoption of this Ordinance, the Town of Palm Beach has
12 considered scientific information, including input from the Department of Environmental
13 Protection, the Department of Agriculture and Consumer Services, and the University of Florida
14 Institute of Food and Agricultural Sciences.
15

16 **NOW, THEREFORE, BE IT ORDAINED BY THE TOWN OF PALM BEACH,**
17 **FLORIDA, that**

18 **SECTION I. TITLE:**

19 This Ordinance shall be known as the Fertilizer-Friendly Use Ordinance.
20

21 **SECTION II. DEFINITIONS:**

22 For this Ordinance, the following terms shall have the meanings set forth in this Section,
23 unless the context clearly indicates otherwise.

1 1. “Application” or “Apply” means the actual physical deposition of fertilizer to turf
2 or landscape plants.

3 2. “Applicator” means any person who applies fertilizer on turf and/or landscape
4 plants in the Town of Palm Beach.

5 3. “Approved Test” means a soil test from the University of Florida, government, or
6 other commercial licensed laboratory that regularly performs soil testing and recommendations.

7 4. “Best Management Practices (BMP’s)” means turf and landscape practices or
8 combination of practices based on research, field-testing, and expert review, determined to be the
9 most effective and practical site-specific means, including economic and technological
10 considerations, for improving water quality, conserving water supplies, and protecting natural
11 resources.

12 5. “Code Enforcement Officer”, “Official”, or “Inspector” means any designated
13 employee or agent of the Town of Palm Beach whose duty is to enforce codes and ordinances
14 enacted by the Town of Palm Beach.

15 6. “Commercial Fertilizer Applicator” except as provided in Section 482.1562(9),
16 F.S. means any person who applies fertilizer for payment or other consideration to property, not
17 owned by the person or firm applying the fertilizer or the employer of the applicators.

18 7. “Fertilizing” or “Fertilization” means the act of applying fertilizer to turf,
19 specialized turf, or landscape plants.

20 8. “Fertilizer” means any substance or mixture of substances that contains one or
21 more recognized plant nutrients and promotes plant growth, or controls soil acidity or alkalinity,
22 or provides other soil enrichment, or provides other corrective measures to the soil.

1 9. “Institutional Applicator” means any person, other than a private, non-commercial
2 or a Commercial Applicator (unless such definitions also apply under the circumstances), that
3 applies fertilizer for the purpose of maintaining turf and/or landscape plants. Institutional
4 Applicators shall include, but shall not be limited to, owners, managers, or employees of public
5 lands, schools, parks, religious institutions, utilities, industrial or business sites, and any residential
6 properties maintained in condominium and/or common ownership.

7 10. “Landscape Plant” means any native or non-native tree, shrub, or groundcover
8 (excluding turf).

9 11. “Person” means any natural person, business, corporation, limited liability
10 company, partnership, limited partnership, association, club, organization, and/or any group of
11 people acting as an organized entity.

12 12. “Prohibited Application Period” means the time period during which a flood watch
13 or warning, a tropical storm watch or warning, or a hurricane watch or warning is in effect for any
14 portion of the Town of Palm Beach issued by the National Weather Service.

15 13. “Saturated Soil” means a soil in which the voids are filled with water. Saturation
16 does not require flow. For the purposes of this Ordinance, soils shall be considered saturated if
17 standing-water is present, or the pressure of a person standing on the soil causes the release of free
18 water.

19 14. “Slow-Release, “Controlled Release”, Time Release”, “Slowly-Available”, or
20 “Water Insoluble Nitrogen” means nitrogen in a form which delays its availability for vegetative
21 uptake and use after application, or which extends its availability to the vegetation longer than a
22 reference rapid or quick release product.

1 15. “Turf”, “Sod”, or “Lawn” means an area of grass-covered soil held together by
2 the roots of the grass.

3 16. “Urban Landscape” means pervious areas on residential, commercial, industrial,
4 institutional, highway rights-of-way, or other nonagricultural lands that are planted with turf or
5 landscape plants. For the purposes of this Section, agriculture has the same meaning as provided
6 in Section 570.02, Florida Statutes.

7
8 **SECTION III. FINDINGS:**

9 As a result of the Florida Department of Environmental Protection’s determination that
10 certain waterbodies within Palm Beach County are impaired for excessive nutrient levels, the
11 Town of Palm Beach finds that the best management practices contained in the most recent edition
12 of the *“Florida-Friendly Best Management Practices of Water Resources by the Green*
13 *Industries”*, are required in this Ordinance.

14
15 **SECTION IV. PURPOSE AND INTENT:**

16 This Ordinance regulates the proper use of fertilizers by any applicator, requires proper
17 training of commercial and institutional fertilizer applicators, establishes training and licensing
18 requirements, establishes a Prohibited Application Period, and specifies allowable fertilizer
19 application rates and methods, fertilizer-free zones and exemptions. This Ordinance requires the
20 use of Best Management Practices to minimize negative environmental effects associated with
21 excessive nutrients in our waterbodies. These environmental effects have been observed in and on
22 Palm Beach County’s natural and constructed stormwater conveyances, rivers, creeks, canals,
23 lakes, estuaries and other waterbodies. Collectively, these waterbodies are an asset important to

the environmental, recreational, cultural, and economic well-being of Palm Beach County residents and the health of the public. Overgrowth of algae and vegetation hinder the effectiveness of flood attenuation provided by natural and constructed stormwater conveyances. Regulation of nutrients, including both phosphorus and nitrogen contained in fertilizer, is anticipated to help improve and maintain water and habitat quality.

SECTION V. APPLICABILITY:

This Ordinance shall be applicable to, and shall regulate any and all applicators of fertilizer and areas of application of fertilizer to urban landscapes within the Town of Palm Beach, unless such applicator is specifically exempted by Section XI of this Ordinance. This Ordinance shall be prospective only, and shall not impair any existing contracts.

SECTION VI. TIMING OF FERTILIZER APPLICATIONS

1. No applicator shall apply fertilizers containing nitrogen and/or phosphorus to turf and/or landscape plants during the Prohibited Application Period or to saturated soils.

2. Fertilizer containing nitrogen and/or phosphorus shall not be applied before seeding or sodding a site, and shall not be applied for the first thirty (30) days after seeding or sodding, except when hydro-seeding for temporary or permanent erosion control in an emergency situation (wildfire, etc.), or in accordance with the Stormwater Pollution Prevent Plan for that site.

SECTION VII. FERTILIZER FREE ZONES:

Fertilizer shall not be applied within ten (10) feet, or three (3) feet if a deflector shield or drop spreader is used, of any pond, stream, water body, lake, canal, or wetland as defined by the

Florida Department of Environmental Protection (Chapter 62-340), Florida Administrative Code or from the top of a seawall or lake bulkhead. Newly planted turf or landscape plants may be fertilized in this zone only for a sixty (60) day period beginning thirty (30) days after planting, if needed, to allow the vegetation to become well established. Caution shall be used to prevent direct deposition of fertilizer into the water.

SECTION VIII. FERTILIZER CONTENT AND APPLICATION RATES:

1. Fertilizers applied turf within the Town of Palm Beach shall be applied in accordance with requirements and directions provided by Rule 5E-1.003(2), Florida Administrative Code, *Labeling Requirements for Urban Turf Fertilizers*. Under Rule 5E-1.003(2), Florida Administrative Code, required application rate, and frequency maximums, which vary by plant and turf types, are found on the labeled fertilizer bag or container.

2. Nitrogen or phosphorus fertilizer shall not be applied to turf or landscape plants except as provided in Section (1) above for turf, or in UF/IFAS recommendations for landscape plants, vegetable gardens, and fruit trees and shrubs, unless a soil or tissue deficiency has been verified by an approved test.

3. Fertilizer used for sports turf at golf courses shall be applied in accordance with the recommendations in “*Best Management Practices for the Enhancement of Environmental Quality on Florida Golf Courses*”, published by the Florida Department of Environmental Protection, dated September 2012, as may be amended. Fertilizer used at park or athletic fields shall be applied in accordance with Rule 5E-1.003(2), Florida Administrative Code.

1 **SECTION IX. FERTILIZER APPLICATION PRACTICES:**

2 1. As required in Section VII of this Ordinance, spreader deflector shields shall be
3 used when fertilizing via rotary (broadcast) spreaders. Deflectors must be positioned such that
4 fertilizer granules are deflected away from all impervious surfaces, fertilizer-free zones, and
5 waterbodies, including wetlands. Any fertilizer applied, spilled or deposited, either intentionally or
6 accidentally, on any impervious surface shall be immediately and completely removed to the
7 greatest extent practicable.

8 2. Fertilizer released on an impervious surface must be immediately contained and
9 either legally applied to turf or any other legal site, or returned to the original or other appropriate
10 container.

11 3. In no case shall fertilizer be washed, swept, or blown off impervious surfaces into
12 stormwater drains, ditches, conveyances, or waterbodies.

13 4. Property owners and managers are encouraged to use an Integrated Pest
14 Management (IPM) strategy as currently recommended by the University of Florida Cooperative
15 Extension Service publications.
16

17 **SECTION X. MANAGEMENT OF GRASS CLIPPINGS AND VEGETATIVE MATTER:**

18 In no case shall grass clippings, vegetative material, and/or vegetative debris be washed,
19 swept, or blown on to or into stormwater drains, ditches, conveyances, water bodies, wetlands,
20 sidewalks or roadways. Any material that is accidentally so deposited shall be immediately
21 removed to the maximum extent practicable. Vegetative material may be placed within the
22 roadway rights-of-way, but not over the storm drains, for pickup by the municipality's vegetative
23 waste hauler.

1 **SECTION XI. EXEMPTIONS:**

2 The provisions set forth above in this Ordinance shall not apply to:

3 (a) Bona-fide farm operations as defined in the Florida Right-to-Farm Act, Section
4 823.14, Florida Statutes.

5 (b) Any lands used for bona-fide scientific research, including, but not limited to,
6 research on the effects of fertilizer, use on urban stormwater, water quality, agronomics, or
7 horticulture.

8
9 **SECTION XII. TRAINING:**

10 1. All commercial and institutional applicators of fertilizer within Palm Beach County shall
11 abide by, and successfully complete, the six (6) hour training program in the “*Florida-Friendly*
12 *Best Management Practices for Protection of Water Resources by the Green Industries*” offered
13 by the Florida Department of Environmental Protection through the University of Florida/Palm
14 Beach County Cooperative Extension Service “*Florida-Friendly Landscapes*” program or an
15 approved equivalent program.

16 2. Non-commercial and non-institutional applicators, not otherwise required to be certified,
17 such as private citizens on their own residential property, are encouraged to follow the
18 recommendations of the University of Florida/FAS “*Florida-Friendly Landscape Program*” and
19 label instructions when applying fertilizers.

20
21 **SECTION XIII. LICENSING OF COMMERICAL APPLICATORS:**

22 1. All businesses applying fertilizer to turf or landscape plants (including, but not limited to,
23 residential lawns, golf courses, commercial properties, and multi-family and condominium

properties) must ensure that the business owner or his/her designee holds the appropriate “*Florida-Friendly Best Management Practices for Protection of Water Resources by the Green Industries*” training certificate prior to the business owner obtaining a Local Business Tax Certificate. Owners for any category of occupation which may apply any fertilizer to Turf and/or Landscape Plants shall provide proof of completion of the program to the Town of Palm Beach Building Department. It is the responsibility of the business owner to maintain the “*Florida-Friendly Best Management Practices for Protection of Water Resources by the Green Industries*” certificate to receive their Business Tax Receipt annually.

2. All commercial applicators of fertilizer within the Town of Palm Beach shall have, and carry in their possession at all times when applying fertilizer, evidence of certification by the Florida Department of Agriculture and Consumer Services as a Commercial Fertilizer Applicator per Rule 5E-14.117(18), Florida Administrative Code.

3. All businesses applying fertilizer to turf and/or landscape plants (including, but not limited to, residential lawns, golf courses, commercial properties, and multi-family and condominium properties) must ensure that at least one (1) employee has an appropriate “*Florida-Friendly Best Management Practices for Protection of Water Resources by the Green Industries*” training certificate prior to the business owner obtaining a Local Business Tax Certificate. Standard Business Tax Receipt (BTR and transaction fees shall apply).

SECTION XIV. ENFORCEMENT:

The provisions of this Ordinance shall be enforced by (1) the Town of Palm Beach Code Enforcement Officer pursuant to the authority granted by Section 162.01 et. Seq., Florida Statutes, as may be amended, and Article 10 of the United Land Development Code, as may be amended,

(2) the Town of Palm Beach through its authority to enjoin and restrain any person violating the Unified Land Development Code, or (3) the Town of Palm Beach, through the prosecution of violations in the name of the State of Florida pursuant to the authority granted by Section 125.69, Florida Statutes, as may be amended. The Code Enforcement official may pursue these or any other enforcement remedies available to, and applicable to, the Town of Palm Beach.

SECTION XV. PENALTIES:

1. Failure to comply with the requirement of this Ordinance shall constitute a violation of this Ordinance and shall be punishable by a fine not to exceed \$250 per incident for the violation, or a fine not to exceed \$500 per incident for a repeat violation, and, in addition, may include all costs of repairs and remediation including administrative costs. Each new day the violation exists, it is considered a separate incident.

2. In determining the amount of fines that should be imposed, the Code Enforcement Official shall consider the following factors: (1) the gravity of the violation; (2) any actions taken by the violator to correct the violation; and (3) any previous violations committed by the violator. If the Code Enforcement Official finds the violation is irreparable or irreversible in nature, a fine not to exceed \$15,000 per violation may be imposed.

SECTION XVI. APPEAL:

An aggrieved party, including the Town of Palm Beach, may appeal a final administrative order of the Code Enforcement Official to the circuit court. Such an appeal shall not be a hearing de novo, but shall be limited to appellate review of the record created before the Code Enforcement

1 Official. An appeal shall be filed within thirty (30) days of the execution of the order to be
2 appealed.

3
4 **SECTION XVII. SEVERABILITY:**

5 If any Section, paragraph, sentence, clause, phrase, or word of this Ordinance is for any
6 reason held by a Court of competent jurisdiction to be unconstitutional, inoperative or void, such
7 holding shall not affect the remainder of this Ordinance.

8
9 **SECTION XVIII. INCLUSION IN THE CODE OF LAWS AND ORDINANCES:**

10 The provisions of this Ordinance shall become, and be made a part of, the Town of Palm
11 Beach Code. The Sections of this Ordinance may be renumbered or relettered to accomplish such,
12 and the word “Ordinance” may be changed to “Section”, “Article”, or other appropriate word.

13
14 **SECTION XIX. CAPTIONS:**

15 The captions, section headings, and section designations used in this Ordinance are for
16 convenience only, and shall have no effect on the interpretation of the provisions of this Ordinance.

SECTION XXI. EFFECTIVE DATE:

**NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE
TOWN OF PALM BEACH, FLORIDA:**

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 _____, 2019.

Gail L. Coniglio, Mayor

Danielle H. Moore, Town Council President

ATTEST:

Margaret A. Zeidman, Council President Pro Tem

Kathleen Dominguez, Town Clerk

Julie Araskog, Town Council Member

Lewis S.W. Crampton, Town Council Member

Bobbie Lindsay, Town Council Member

TOWN OF PALM BEACH

Town Council Meeting on: January 8, 2019

Section of Agenda

Ordinances - First Reading

Agenda Title

ORDINANCE NO. 01-2019 An Ordinance Of The Town Council Of The Town Of Palm Beach, Palm Beach County, Florida, Amending The Town Code Of Ordinances At Chapter 18, Buildings And Building Regulations, As Follows: At Article XIV, Numbering Of Premises, By Adding Section 18-967 That Will Provide Language For The Naming And Renaming Of Streets, Vias And Alleys; Providing For Incorporation Of Recitals; Providing For Severability; Providing For Repeal Of Ordinances In Conflict Hereof; Providing For Codification; Providing An Effective Date.

Presenter

Josh Martin, Director of Planning, Zoning & Building

ATTACHMENTS:

- ▣ **Memorandum Dated December 20, 2018, from Josh Martin, Director of Planning, Zoning & Building**
- ▣ **Ordinance No. 1-2019**

TOWN OF PALM BEACH

Information for Town Council Meeting on: January 8, 2019

To: Mayor and Town Council

Via: Kirk Blouin, Town Manager

From: Josh Martin, Director of Planning, Zoning & Building

Re: Naming or Renaming of Streets, Vias & Alleys
Ordinance No. 01-2019

Date: December 20, 2018

STAFF RECOMMENDATION

Staff recommends that the Town Council review and approve the first reading of Ordinance No. 01-2019, regarding notification requirements for the process of naming or renaming of streets, vias and alleys.

GENERAL INFORMATION

The Town Council is responsible for the naming and renaming of streets, vias and alleys in Town. While this task seldom occurs, it is important that those affected be noticed in a timely manner so that they have the opportunity to express any comments or concerns they have to Town Council when the naming or renaming is considered at a public meeting. Therefore, the attached ordinance was drafted, and details exactly how those affected parties (property owners, business owners and business associations) will be notified, and when they must be notified.

TOWN ATTORNEY REVIEW

The Town Council Attorney reviewed and approved Ordinance No. 01-2019.

Attachment

JM:jl

ORDINANCE NO. 01-2019

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, AMENDING THE TOWN CODE OF ORDINANCES AT CHAPTER 18, BUILDINGS AND BUILDING REGULATIONS, AS FOLLOWS: AT ARTICLE XIV, NUMBERING OF PREMISES, BY ADDING SECTION 18-967 THAT WILL PROVIDE LANGUAGE FOR THE NAMING AND RENAMING OF STREETS, VIAS AND ALLEYS; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT HEREOF; PROVIDING FOR CODIFICATION; PROVIDING AN EFFECTIVE DATE.

WHEREAS, after a public hearing pursuant to notice required by law, the Ordinances, Rules and Standards (ORS) Committee considered all testimony and recommended modification to the Code of Ordinances;

WHEREAS, after a public hearing pursuant to notice required by law, the Local Planning Agency considered the ORS recommendation and all evidence and testimony and recommended that the Town Council adopt the subject Ordinance; and

WHEREAS, after public hearing pursuant to notice as required by law, the Town Council does hereby find, determine, and declare that the public health, safety, morals and general welfare of the citizens of the Town of Palm Beach requires that the aforesaid Chapter 18, BUILDINGS AND BUILDING REGULATIONS, of the Code of Ordinances, be amended as hereinafter set forth.

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

Section 1. Incorporation of Recitals.

The above recitals are incorporated as fully set forth herein.

Section 2. Article XIV, NUMBERING OF PREMISES, Section 18-967, Naming or renaming of streets, vias & alleys, is hereby amended and added to read as follows (added language underlined, and removed language ~~stricken~~):

ARTICLE XIV. – NUMBERING AND NAMING OF PREMISES

Sec. 18-967. – Naming or renaming of streets, vias & alleys

Naming or renaming of streets, vias and alleys shall be approved by Town Council at a public meeting, with notice to all property owners and business owners located on said street, via or alley, and to any affected business association (if applicable), at least 30 days prior to the meeting date. Said notice shall be sent via United States Postal Service (USPS), or hand delivered when delivering by USPS is not possible.

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. 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 5. Codification.

This Ordinance shall be codified and made a part of the official Comprehensive Plan of the Town of Palm Beach.

Section 6. Effective Date.

This Ordinance shall take effect thirty-one days after its adoption, as provided by law.

PASSED AND ADOPTED in a regular, adjourned session of the Town Council of the Town of Palm Beach on first reading the 8th day of January 2019, and for second and final reading on this _____ day of _____ 2019.

Gail L. Coniglio, Mayor

Danielle H. Moore, Town Council President

Margaret A. Zeidman, Council President Pro Tem

Julie Araskog, Town Council Member

ATTEST:

Lewis S.W. Crampton, Town Council Member

Kathleen Dominguez, Town Clerk

Bobbie Lindsay, Town Council Member