



TOWN OF PALM BEACH

Town Manager's Office
TOWN COUNCIL MEETING

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

AGENDA

DECEMBER 8, 2020

9:30 AM

Welcome

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

I. CALL TO ORDER AND ROLL CALL

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

II. INVOCATION AND PLEDGE OF ALLEGIANCE

III. MODIFICATIONS TO THE AGENDA

IV. APPROVAL OF AGENDA

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

A. MINUTES

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

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B. RESOLUTIONS

1. RESOLUTION NO. 123-2020 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving Purchase Order to Dana Safety Supply, Inc. in the amount of \$35,000 and a Five Year Award of \$175,000 Contingent Upon Satisfactory Performance and Budget Authorization for Installation of Municipal Vehicle Equipment.
Dean Mealy, Purchasing Manager
2. RESOLUTION NO. 135-2020 A Resolution Of The Town Council Of The Town Of Palm Beach, Palm Beach County, Florida, Approving The Award Of Invitation To Bid No. 2020-19 And Approve A Purchase Order To The Green Experts, Inc. as the Primary Awardee and Total Maintenance Environmental Services Inc. as the Secondary Awardee For The Maintenance Of Beds At Southern Boulevard And Royal Poinciana Way In The Annual Amount Of \$32,000 And A Projected Five Year Award Of \$165,000 Contingent Upon Satisfactory Performance And Budget Approval.
Dean Mealy, Purchasing Manager
3. RESOLUTION NO. 136-2020 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving a Purchase Order to NeoGov to Support Human Resources for Recruitment, On-Boarding, Performance Management and a New Services Consisting of eForms and Learn in the Annual Amount of \$58,090 for FY21 and a Proposed Five Year Award in the Amount of \$369,800 Contingent Upon Satisfactory Performance and Budget Approval.
Dean Mealy, Purchasing Manager
4. RESOLUTION NO. 137-2020 A Resolution of the Town Council of

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the Town of Palm Beach, Palm Beach County, Florida approving a Purchase Order to Watch Guard in the Amount of \$115,415 and a Project Budget of \$120,415.

Dean Mealy, Purchasing Manager

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

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Dean Mealy, Purchasing Manager

6. RESOLUTION NO. 140-2020 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Authorizing State Grant of Florida Department of Environmental Protection Contract No. 21PB6, Between the State of Florida Department of Environmental Protection and the Town of Palm Beach Under the Florida Beach Management Funding Assistance Program, Specifically Reimbursement for the 2020-2021 Phipps Ocean Park Beach Nourishment Project, in the Amount of \$975,000, and Authorizing the Mayor to Execute Same on Behalf of the Town.

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

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

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

IX. BOARD/COMMISSION ANNUAL REPORT

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

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E. Llwyd Ecclestone, Chair

X. COMMITTEE REPORTS

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

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Lew Crampton, Chair

XI. REGULAR AGENDA

- A. **Matters Pulled From Consent Agenda: If needed**

- B. **Old Business**

1. COVID-19 Update
Kirk W. Blouin, Town Manager
TIME CERTAIN: 11:00 AM

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

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

c. Discussion About Town-Wide Curfew

d. RESOLUTION NO. 145-2020 A Resolution Of The Town Council Of The Town Of Palm Beach, Palm Beach County, Florida Concurring With The Request Of The Town's Chief Of Police, To Extend The Chief's Declaration Of The Existence Of A State Of Emergency Within The Corporate Limits Of The Town To January 12, 2021, Unless Earlier Terminated By The Chief Of Police, At Which Time The Town Council Will Address The Need For Any Extension Of The Declaration Of Emergency; Providing For An Effective Date.

e. Request from Royal Poinciana Plaza for Outdoor Soul Cycle

f. Update on Temporary Retail and Outdoor Seating Program

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

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

b. Consideration of Issuance of GO Bonds for Town-wide Undergrounding Project.
Jane LeClainche, Director of Finance

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

d. RESOLUTION NO. 143-2020 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving the Award of the Guaranteed Maximum Price to Burkhardt Construction Inc. for Phase 4 North and Via Marila Drainage Improvement Project in the Amount of \$5,101,393.06 and Establish a Project Budget of \$5,300,000.
Dean Mealy, Purchasing Manager

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

Dean Mealy, Purchasing Manager

TIME CERTAIN: 11:30 AM

3. Recommendation by the Business and Administrative Committee on Proposed Modifications and Changes to Chapter 134, Zoning, Related to Supplemental Off-Site Shared Parking. Page 354

Wayne Bergman, Director of Planning, Zoning and Building

4. Review of Boards and Commissions, Relative to Total Members and Ratio of Regular and Alternate Positions. Page 365

Jay Boodheshwar, Deputy Town Manager

5. RESOLUTION NO. 146-2020 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving an Authorization for an Extension of Time for Environmental Reviews and an Extension of Rent Payments for the Property Located at 5976 Okeechobee Boulevard with Okeechobee Boulevard LLC (AHS). Page 389

Kirk W. Blouin, Town Manager

C. New Business

1. RESOLUTION NO. 139-2020 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving a Purchase Order to Audio Visual Innovations, Inc. in the Amount of \$97,658.52 and a Project Budget of \$105,000. Page 393

Jay Boodheshwar, Deputy Town Manager

2. Planning and Zoning Commission Recommendation to Hire a Retail Strategy Consultant Page 428

Wayne Bergman, Director of Planning, Zoning and Building

XII. ORDINANCES

A. Second Reading

1. ORDINANCE NO. 17-2020 An Ordinance Of The Town Council Of The Town Of Palm Beach, Palm Beach County, Florida, Amending The Town Code Of Ordinances At Chapter 46, Fire Prevention And Protection, Amending Article III, "Fire Prevention", In Accordance With Florida State Statute 633.202 And 633.208 The "Florida Fire Prevention Code" Adopted By The State Of Florida Fire Marshal In Chapter 69A-60 Of The Florida Administrative Code With Local Amendments, National Fire Protection Association Fire Code - N.F.P.A. 1, Florida 2018 Edition, And National Fire Protection Association Life Safety Code - N.F.P.A. 101, Florida 2018 Edition; Providing For Severability; Repealing All Ordinances Or Parts Of Ordinances In Conflict Herewith; Providing For Codification; And Providing For An Effective Date. Page 431

Darrel Donatto, Fire Rescue Chief

XIII. ANY OTHER MATTERS

XIV. ADJOURNMENT

PLEASE TAKE NOTE:

- Note 1:** Please submit written comments/materials to council@townofpalmbeach.com or in person to the Town Clerk's Office, located at Town Hall, 360 South County Road. No written materials received after 3:30 p.m. on the Wednesday immediately prior to a monthly Town Council meeting will be included in the back-up binders distributed to the Mayor and Town Council in preparation for that meeting. Written materials received after 3:30 p.m. on Wednesday will be separately distributed to the Mayor and Town Council; however, depending upon the length of the materials, the time of submittal, and other circumstances, the Mayor and Town Council may not be able to read and consider such late submittals prior to acting upon the policy matter(s) which they address.
- Note 2:** The progress of this meeting may be monitored by visiting the Town's website (townofpalmbeach.com) and clicking on "Meeting Audio" in the left column. If you have questions regarding that feature, please contact the Office of Information Technology (561) 227-6315. The audio recording of the meeting will appear within 24 hours after the conclusion of the meeting.
- Note 3:** If a person decides to appeal any decision made by this Council with respect to any matter considered at this meeting or hearing, he/she will need a record of the proceedings. For such purpose, he/she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.
- Note 4:** Disabled persons who need an accommodation in order to participate in the Town Council Meeting are requested to contact the Town Manager's Office at 838-5410 or through the Florida Relay Service by dialing 1-800-955-8770 for voice callers or 1-800-955-8771 for TDD callers, at least two (2) working days before this meeting.
- Note 5:** Items listed on the Consent Agenda will be approved by one motion of the Town Council, unless the Mayor or an individual Council Member requests that any item(s) be moved to the Regular Agenda and individually considered.
- Note 6:** All back-up material for the items listed on the agenda are posted to the Town's website and emailed to all Stay Informed subscribers on the Friday before the Town Council meeting. To access the back-up materials and/or subscribe to the Stay Informed list, please visit the Town's website (townofpalmbeach.com).

PROCEDURES FOR PUBLIC PARTICIPATION

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

Council President to acknowledge you.

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

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

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

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

TOWN OF PALM BEACH

Town Council Meeting on: December 8, 2020

Section of Agenda Minutes

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

- a. November 10, 2020, Town Council Meeting Minutes
- b. November 13, 2020, Local Planning Agency Meeting Minutes
- c. November 13, 2020, Town Council Development Review Meeting Minutes

Presenter

ATTACHMENTS:

- ▣ **a. November 10, 2020, Town Council Meeting Minutes**
- ▣ **b. November 13, 2020, Local Planning Agency Meeting Minutes**
- ▣ **c. November 13, 2020, Town Council Development Review Meeting Minutes**



TOWN OF PALM BEACH

Town Clerk's Office

MINUTES OF THE TOWN COUNCIL MEETING HELD ON TUESDAY, NOVEMBER 10, 2020

I. CALL TO ORDER AND ROLL CALL

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

II. INVOCATION AND PLEDGE OF ALLEGIANCE

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

III. MODIFICATIONS TO THE AGENDA

Item No. IX.B.9 Resolution No. 123-2020 was removed from the Consent Agenda.

IV. APPROVAL OF AGENDA

The following changes were announced:

Item No. XII.A.2 Emergency Ordinance No. 18-2020 was added to Item No. XI.B.2. as Sub-Item (F) at a time certain of 11 a.m.

Add under Item No. XIII Any Other Matters – Discussion Regarding Palm Beach Civic Association Seminar.

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

V. BOARDS AND COMMISSIONS APPOINTMENTS

A. Appointment to the Architectural Commission (ARCOM).

Queenester Nieves, CMC, Town Clerk

Motion was made by Council Member Moore and seconded by Council Member Araskog to approve the appointment of Jeffery Smith as a regular member of the Architectural Commission (ARCOM). On roll call, the Motion passed unanimously.

- B.** Appointment to the Investment Advisory Commission.
Queenester Nieves, CMC, Town Clerk

Motion was made by Council Member Moore and seconded by Council Member Araskog to approve the appointment of Michael B. Greenwald as a regular member of the Investment Advisory Committee. On roll call, the Motion passed unanimously.

VI. COMMENTS OF MAYOR GAIL L. CONIGLIO

Mayor Coniglio welcomed residents to the meeting, noted the next day was Veterans' Day and thanked veterans for their service. She wished everyone a happy Thanksgiving, health, safety, and many blessings.

VII. COMMENTS OF TOWN COUNCIL MEMBERS

Council Member Crampton announced a Flood Risk Workshop to be held on December 5 to look at priorities and asked for a member of staff to attend.

Council Member Araskog thanked everyone for listening to the alert that had been sent out and asked everybody to act as if everyone they came into contact with had COVID-19.

Council President Zeidman announced a break from 1 p.m. to 2 p.m. for lunch, and the room would be sanitized during that time. She reviewed procedures for COVID-19 safety.

Deputy Town Manager Boodheshwar announced this meeting was only audio streamed, and explained the procedure for requests for residents to speak. The previous interactive system for submitting requests had failed.

Council Member Moore thanked Council Member Crampton for his role as Chair of the Business and Administrative Committee. Council President Zeidman added the committee meeting had been dynamite, and thanked Council Members Crampton and Moore for their participation.

VIII. COMMUNICATIONS FROM CITIZENS-3MINUTE LIMIT PLEASE

Amanda Skier, Preservation Foundation of Palm Beach, asked for support for a Flood Risk Workshop to be held at the Preservation Foundation Headquarters Saturday, December 5 from 11 a.m. to 3 p.m. in the parking lot, with social distancing, masks, and temperature checks required. She thanked the Town Council for their leadership on the changing water levels.

Katie Carpenter, 215 Seaspray Avenue, commented she worked for Resilient Enterprise Solutions which worked exclusively on water related issues and had access to new flood maps that would come out next year, which would be discussed at the workshop. She asked for everyone to attend and thanked the Town officials, who had been very helpful.

IX. APPROVAL OF CONSENT AGENDA

Item No. IX.B.9 Resolution No. 123-2020 had been removed from the Consent Agenda.

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

A. MINUTES

1. Town Council Meeting Minutes
Queenester Nieves, CMC, Town Clerk
 - a. October 13, 2020, Town Council Meeting Minutes
 - b. October 14, 2020, Local Planning Agency Meeting Minutes
 - c. October 14, 2020, Town Council Development Review Meeting Minutes
 - d. October 16, 2020, Special Town Council Meeting Minutes
2. Approval of Major Matters Considered by the Architectural Review Commission at its Meeting of October 28, 2020.
Wayne Bergman, Director of Planning, Zoning and Building

B. RESOLUTIONS

1. RESOLUTION NO. 108-2020 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving the Memorandum of Understanding Between the Municipal Public Safety Communications Consortium (MPSCC) and Member Municipalities; Establishing a Reserve Fund for the Upgrade and Replacement of the Current MPSCC Public Safety Radio System with a First Year Funding of \$65,302.23; Approving Payment to the MPSCC in the Amount of \$71,950.43 for the FY21 Annual Operating Budget; and Authorizing the Mayor, Town Manager and Staff to Execute All Documents Necessary on Behalf of the Town of Palm Beach.
Nicholas Caristo, Chief of Police
2. RESOLUTION NO. 115-2020 A Resolution Of The Town Council Of The Town Of Palm Beach, Palm Beach County, Florida, Authorizing The Mayor To Enter Into An Agreement With The Supervisor Of Elections For The March 2021 Municipal Election(s) Vote Processing Equipment Use And Elections Services.
Queenester Nieves, CMC, Town Clerk
3. RESOLUTION NO. 116-2020 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving a Purchase Order to Rechten International Trucks Inc. for the Purchase of a Replacement Dump Truck in the Amount of \$90,124 and a Project Budget of \$95,124.
Dean Mealy, Purchasing Manager
4. RESOLUTION NO. 117-2020 A Resolution of the Town

Council of the Town of Palm Beach, Palm Beach County, Florida, To Contract with Henry Schein, Inc. for Medical Supplies to Support Fire EMS in the Annual Amount of \$50,000 and Establish a Proposed Five Year Contract Value of \$250,000 Contingent Upon Satisfactory Performance and Budget Authorization.

Dean Mealy, Purchasing Manager

5. RESOLUTION NO. 118-2020 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving the Selection Committee Recommendation to Award RFQ No. 2020-24 for Marine Resource Assessment and Monitoring Services to Two Firms, Coastal Eco-Group, Inc. and Coastal Protection Engineering LLC.

Dean Mealy, Purchasing Manager

6. RESOLUTION NO. 119-2020 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving Purchase Order to Electronic Data Collection Corporation in the Annual Amount of \$50,000 and a Proposed Five Year Contract Award in the Amount of \$250,000 Based on Satisfactory Performance and Budget Authorization for Software for the Parking Ticket Management for the Police and Finance Departments.

Dean Mealy, Purchasing Manager

7. RESOLUTION NO. 120-2020 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Authorizing a Retroactive Change Order in the Amount of \$23,000 to Palm Beach County for Unexpected Repairs to Fire Rescue Vehicles.

Dean Mealy, Purchasing Manager

8. RESOLUTION NO. 121-2020 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving a Purchase Order to Kimley-Horn and Associates, Inc. in the amount of \$99,771 and a Project Budget of \$114,743 for Landfill Compliance and Sampling for Skees Road and Okeechobee Boulevard Landfill Facilities.

Dean Mealy, Purchasing Manager

9. RESOLUTION NO. 123-2020 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving Purchase Order to Dana Safety Supply, Inc. in the Amount of \$30,000 and a Five Year Award of \$150,000 Contingent Upon Satisfactory Performance and Budget Authorization for Installation of Municipal Vehicle Equipment and Annual Extended Warranty for Genetec Mobile LPR Units.

*Dean Mealy, Purchasing Manager – **Removed from the Agenda***

10. RESOLUTION NO. 124-2020 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, to Approve a Purchase Order to Blue Line Innovations in the

Annual Amount of \$35,000 and Approve a Five Year Award in the Amount of \$175,000 Based on Satisfactory Performance and Budget Authorization.

Dean Mealy, Purchasing Manager

11. RESOLUTION NO. 125-2020 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving a Purchase Order to Celebrity Cleaners of West Palm Beach for Uniform Services for the Police and Fire Departments in the Amount of \$20,000.

Dean Mealy, Purchasing Manager

12. RESOLUTION NO. 126-2020 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving Additional Funding to Spur Employment Inc. in the Annual Amount of \$524,000.

Dean Mealy, Purchasing Manager

13. RESOLUTION NO. 127-2020 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving a Change Order to Resolution No. 83-2019 for Contract Inspections under the Plans, Review, and Inspection Services in the Annual Amount of \$140,000.

Dean Mealy, Purchasing Manager

14. RESOLUTION NO. 128-2020 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving a Purchase Order to Kimley-Horn and Associates Inc. for Plan Revisions and the Construction Phase Services Proposal for the A-6 Pump Station Improvements in the Amount of \$137,000 and a Project Budget of \$157,895.

Dean Mealy, Purchasing Manager

C. OTHER

1. Waiver to Town Code for Construction Hours and Noise for the D16 and D18 Stormwater Pump Station Improvements

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

2. Request to Consider Ordinance No. 16-2020 at a Public Hearing Prior to 5:00 p.m.

Wayne Bergman, Director of Planning, Zoning and Building

X. COMMITTEE REPORTS

- A.** Report of the Public Works Committee Meeting Held on Thursday, October 22, 2020.

Danielle H. Moore, Chair

Council Member Moore reported the main focus of the meeting was the Truck Study, and more details would be added to the draft in order to move forward. Council President Pro Tem Lindsay explained a truck study had been necessary in order to restrict truck movement through the Town.

Council Member Moore commented ongoing construction had been discussed and projects reviewed. Director of Public Works Brazil had reviewed the Green Initiative. There was discussion regarding the potential use of cisterns for irrigation purposes. The canopy between Wells Road and Mira Flores was discussed and would be discussed further in the future.

Mayor Coniglio noted her concern going forward with the Truck Study was the trucks allowed on the Island would park only on certain streets, and expressed concerns with ECR, the regional sewage treatment plant.

Motion was made by Council Member Araskog and seconded by Council Member Crampton to accept the report of the Public Works Committee meeting held on October 22, 2020. On roll call, the Motion passed unanimously.

XI. REGULAR AGENDA

A. Matters Pulled From Consent Agenda: If needed

B. Old Business

1. Town-wide Undergrounding Project

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

Project Manager Steve Stern provided highlights in summary for the project. He advised mailings had been sent to Phases 7 and 8 property owners; and Phase 2 North had been completed. He provided a construction update on the Underground Utility Project for each phase and location, and reviewed action items. Mr. Stern reported no significant updates on the financial summary.

Council Member Araskog asked about the delay in Phase 4. Mr. Stern estimated it would probably be six months.

Council President Pro Tem Lindsay asked Mr. Stern to send the notices regarding equipment placement both to the Condo or Co-op boards, as well as the property managers (who don't live there.).

Mayor Coniglio confirmed the project would be \$22M over budget at the halfway mark and asked the Town Council to keep that in mind going forward.

Council Member Crampton agreed with Council President Pro Tem Lindsay to send notices to board members, and commented from his conversations with the Finance Director, at some future point the Town was going to have to come up with \$10M+ to deal with the shortfall, and did have resources to deal with this using reserves and marina revenue.

Council President Zeidman confirmed total costs for the project.

Council Member Moore asked about equipment in the right-of-way shown on the map.

Mr. Stern provided a presentation regarding the Phase 4 design procedures to obtain easements and locate equipment.

Council President Pro Tem Lindsay commented this was ADA compliant. She expressed concern regarding aesthetics, and asked that it be made clear to the neighborhoods and homeowners what the equipment would look like in the green strip of Town's Right of Way and how it would narrow the sidewalk.

Council Member Araskog agreed with Council President Pro Tem Lindsay and also expressed safety concerns. She asked if landscaping could be open along the sidewalks. She also asked about equipment located in right-of-ways. Mr. Stern provided some information and proposed sending a letter to all property owners impacted.

Council Member Crampton reinforced the other comments and asked the heights of proposed equipment, which was 3 feet+/- . The adjacent homeowners were responsible for maintaining the hedges. He felt this was an acceptable solution.

Council President Zeidman felt the mailings would be helpful and asked for a rendering to be included. She suggested neighborhood meetings. Mr. Stern responded they had met with many property owners individually, and would try to hold meetings.

Council Member Moore asked about location of equipment shown on the map. Mr. Stern responded.

Council Member Araskog commented further regarding safety concerns and mailing to property owners who had declined.

Council President Pro Tem Lindsay requested the utility company boxes, underground vaults and telecommunications equipment also be shown on the rendering sent to property owners, property managers, and boards.

Clerk's Note: Since the next item was scheduled for time certain of 11:00 a.m. and it was not yet 11:00 a.m., Council next considered Item IX.B.5 Adoption of the Updated 2021 Town Council Meeting Schedule

A 5-minute break was taken.

Item XII.A.1 Ordinance No. 17-2020 was considered next.

2. COVID-19 Update
Kirk W. Blouin, Town Manager
TIME CERTAIN: 11:00 AM

a. Report on COVID-19 Infections and Hospitalizations

Chief Donatto reported statistics for this third wave of increasing cases, and asked everyone to help mitigate the risk until a vaccine was available, which was expected soon. Mayor Coniglio asked if these numbers had been anticipated to increase, to which the response was yes, and she stated it was personal responsibility to make good decisions for protection. The Governor had final authority as to what was done in the State. The number of COVID-related hospitalizations over the past three weeks had doubled. Council Member Araskog asked people to be vigilant until the vaccine was available. Chief Donatto discussed compliance fatigue, and reported 10 COVID deaths in the Town since the last meeting.

b. Report on Compliance and Enforcement, Relative to State and County Orders (*verbal report*)

Chief Caristo reported no violations other than two mask complaints which were treated with education.

c. Input from Business Community

No input was heard.

d. Discussion Regarding Future Public Meetings

Council President Zeidman advised this was tied to the emergency ordinance which earlier in the meeting had been moved to follow Resolution No. 122-2020.

- e. RESOLUTION NO. 122-2020 A Resolution Of The Town Council Of The Town Of Palm Beach, Palm Beach County, Florida Concurring With The Request Of The Town's Chief Of Police, To Extend The Chief's Declaration Of The Existence Of A State Of Emergency Within The Corporate Limits Of The Town To December 8, 2020, Unless Earlier Terminated By The Chief Of Police, At Which Time The Town Council Will Address The Need For Any Extension Of The Declaration Of Emergency; Providing For An Effective Date.

Town Attorney Randolph read Resolution 122-2020 by

title only.

Motion was made by Council Member Araskog and seconded by Council Member Moore to approve Resolution No. 122-2020. On roll call, the Motion passed unanimously.

- f. EMERGENCY ORDINANCE NO. 18-2020 An Ordinance Of The Town Council Of The Town Of Palm Beach, Palm Beach County, Florida, Authorizing The Town Manager To Arrange For Public Meetings By Use Of Communication Media Technology And For Attendance By Use Of Such Technology By Elected And Appointed Officials During A Declared Public Health Emergency; Providing For Conflicts; Providing For Severability; Providing An Effective Date.

Council President Zeidman provided history for this item, reporting the Town Council had complied with the Governor's edict that every governing body would be back to meeting in person on November 1, and at that time the Town's weekly positivity rate was 3.84% and the day we made the decision it was 1.9%. Two weeks later, the average positivity rate went over 6% with increases in both testing and hospitalizations. She explained Landmarks and ARCOM met and both desired to continue zoom meetings. Her opinion was that we should allow them to stay on Zoom.

Town Attorney Randolph provided the Attorney General's opinion, which was the opinion the Governor had relied upon in making his decision that it was okay for boards, commissions, and councils to meet remotely, which had now lapsed. He explained his opinion and research done on this topic, and his belief there was still some risk in allowing boards and commissions to meet remotely after November 1. However he said other Florida cities have allowed it based on the requirement for in person meeting being lawfully suspended by home rule during this emergency. Discussion followed regarding the difficulty of having presentations in person or by phone, the health benefits of using zoom and the risks of adopting such an ordinance and their remedies.

Deputy Town Manager Boodheshwar reminded everyone that the county and state were still in a state of emergency.

Council Member Araskog felt that the Town's median age of 68.7 should be included. She had spoken to ARCOM members about their feelings of meeting remotely or in a room, and was not sure a quorum could be obtained if meeting in person. She requested deferral of the ARCOM and LPC meetings for one month, and that a letter be sent to the Governor asking for an exemption due to the median age

and a positivity rate of 5%.

Council Member Crampton felt Town Council should meet in person, but felt differently about boards, commissions and other appointed bodies, because of health, possibly even life and death, and it was Town Council's job to protect the residents. He felt they could continue zoom meetings legally with the declaration of emergency.

Council President Pro Tem Lindsay agreed with Council Member Crampton. She added that the governor already treated the 3 southeastern counties differently than the rest of the state, government's job is to protect its people and the remedy, should one be needed, was simple.

Mayor Coniglio clarified with Town Attorney Randolph that Palm Beach County League of Cities had not supported initiatives by other local cities, and in his opinion the Sunshine Law did not apply. She expressed concerns about the remedy, and asked whether this emergency ordinance applied across the board. Town Attorney Randolph explained it was across the board with a provision that the Town Manager and Town Council could decide their own procedure. He discussed the requirement for a quorum.

Council Member Moore expressed concern of going against the order of the Governor. Discussion ensued.

Public Comment

Timothy Hanlon stated health issues were foremost, and staff had done an incredible job of organizing the meetings and making them safe. He was giving his viewpoint as a practitioner, and spoke about the changing procedures for making presentations. Deputy Town Manager Boodheshwar explained the different procedures for presenters and making public comments. Mr. Hanlon related his experience of not being able to properly represent his client during an ARCOM zoom meeting when he had been limited to three minutes.

Deputy Town Manager Boodheshwar read into the record the following public comments:

Sue Patterson, Vice Chair of Landmarks Commission, represented her other commission members, stating they did not want to meet in person, citing health risks.

Jackie Albarran expressed her desire to continue the Landmarks Commission meetings virtually.

Council Member Araskog asked Town Attorney Randolph legal questions, and advocated for deferring ARCOM and Landmarks meetings for one month and including in this ordinance a provision for applicants to agree to being on zoom rather than in the room.

Council President Pro Tem Lindsay commented it was a mistake that Mr. Hanlon's time had been limited, and if virtual meetings were allowed, that could be corrected. She felt the ordinance could be passed with moving forward cautiously one month at a time. She was not concerned with the quorum issue.

Council Member Crampton felt the risk of legal challenge was a small price to pay versus protecting the public health of residents.

Council President Zeidman felt this should be decided monthly and did not agree with deferring meetings. She apologized to Mr. Hanlon, and Attorney Randolph indicated he would speak to the Chair of that board.

Town Attorney Randolph recommended addition of the following clause: *Whereas the Town is unique in regard to the median age of 68.7 years of age, placing the health of the Town's governing body, its boards, commissions, and residents at risk in the event the requirement for an in-person meeting is not waived during the declaration of this COVID-19 emergency.*

Mayor Coniglio commented she hoped this ordinance would apply to everyone including Town Council.

Council Member Araskog asked if Attorney Randolph felt this would be breaking the law. Town Attorney Randolph stated he did not feel it was unreasonable to pass this ordinance based on the current health crisis.

Council President Zeidman felt the Town Council was different, and should meet in person.

Mayor Coniglio felt there should be a policy of criteria for attendance above and beyond a quorum, and suggested the Council decide to check every month with the Council members whether they wanted to be virtual or on the desk, and if on the desk would everyone be in place.

Council President Pro Tem Lindsay commented the quorum rule had always been present, and the issue was whether or not there was participation if you were not present.

Council Member Moore asked the criteria for not attending. Town Attorney Randolph advised he had represented other councils that required an in-person quorum and the others could attend by phone if they had a good reason.

Council President Zeidman commented the Council needed to be present unless facing a huge emergency. Now the decision was whether to let the boards and commissions meet virtually.

Town Attorney Randolph read Emergency Ordinance No. 18-2020 on first reading and advised the whereas clause he had previously read could be included.

Motion was made by Council Member Crampton and seconded by Council President Pro Tem Lindsay to adopt Emergency Ordinance No. 18-2020, as amended to include the whereas clause read into the record by Town Attorney Randolph. On roll call, the Motion passed unanimously.

Palm Beach Marina Update

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

TIME CERTAIN: 11:30 AM

a. Offer from Town Resident, Scott Snyder, and Nievera Williams Landscape Architecture to Donate Services to Assist the Town with Landscape Enhancements at Lake Drive Park.

Deputy Town Manager Jay Boodheshwar presented this item, offering an alternative to the design contest proposed last month, to accept a donation which had been offered from Scott Snyder to assist the Town by raising the funds for the enhancements.

Scott Snyder, 29 Phipps Plaza, explained his offer to raise money for this project.

Mayor Coniglio expressed gratitude for this offer.

Council President Pro Tem Lindsay thanked Mr. Snyder, asked that previous suggestions be considered, and spoke about the global effort of reducing pesticides, no invasive plants, adding more natives, and not removing existing natives.

Discussion ensued.

Council Member Crampton expressed his thanks.

Council Member Moore also expressed thanks.

Council Member Araskog expressed her thanks.

Public Comment

An email from John David Corey and Miguel Rosales was read into the record expressing their full support of the park improvements and stating that Friends of Lake Drive Park offered to participate in fund raising efforts.

Motion was made by Council Member Araskog and seconded by Council Member Moore to accept the donation from Scott Snyder and Nievera Williams, Landscape Architects to assist the Town with landscape enhancements at Lake Drive Park by completing the design work and raising funds to pay for the approved design, which will include the use of eco-friendly plantings. On roll call, the Motion passed unanimously.

Clerk's note: A break was taken for lunch. The meeting reconvened at 2 p.m.

b. Proposed Improvements to Town Marina Upland Amenities, Lake Drive Park and South Lake Drive - Review of Updated Cost Estimates and Design Concepts, and Establish Project Budget

Director of Public Works Paul Brazil provided an update and discussed the path forward. He provided preliminary costs, to be refined over time.

Mayor Coniglio hoped to follow Scott Snyder's recommendation for a cohesive plan and design, which would include the flagpole and seating area, benches, parking gates, etc.

Director Brazil proposed a two-step process to move forward to Landmarks with elements that had been discussed. There would be overlap with Nievera Williams Landscape Architecture which would need to be consolidated when they were finished, then this could go back to Landmarks.

Finance Director Jane Le Clainche explained a budget amendment was needed before expending any funds. Today's approval would be for a conceptual budget, and a complete budget would be brought before Town Council later.

Director Brazil explained for Council President Pro Tem Lindsay what was included in the proposed amount of \$1,030,000. She pointed out the flagpole and parking lot entry gates had been approved in another budget and was also in this budget. Director Brazil acknowledged there was approximately \$50,000 in overlap and asked to come back to do a reconciliation. Discussion ensued. Council President Pro Tem Lindsay felt a minimal amount of bike racks should be installed. Staff indicated that details would be decided later.

Council Member Araskog expressed concern with banyan tree roots

along the path and wanted to be sure the trees would be kept.

Mayor Coniglio concurred with Council President Pro Tem Lindsay on the number of bike racks.

Council Member Moore confirmed with Director Brazil he needed this budget approval to move forward to Landmarks.

Council President Pro Tem Lindsay stated it was important to confer with other marinas as to items such as the material for bike racks.

Council Member Araskog liked the idea of the Landscape Architects including the bike racks in their design. She discussed the arm for the entry gate.

Deputy Town Manager Boodheshwar suggested that the bike racks be included in the Landscape Architecture work.

Motion was made by Council Member Crampton and seconded by Council Member Moore to approve the project budget of \$1,030,000. On roll call, the Motion passed unanimously.

Public Works Director Brazil made a short presentation of items that needed to be resolved before going to Landmarks Preservation Commission, one of which was a diminimus reduction in trail width.

Mayor Coniglio and Council President Pro Tem Lindsay agreed with the trail width reduction.

Council Member Crampton pointed out circular benches were attractive for sleeping and asked not to make it easy for people to sleep there. He was told that area would be monitored by security cameras.

Council Member Araskog asked if the circular seating was necessary and why the land sloped. Director Brazil responded.

Council President Pro Tem Lindsay commented the seating area would be lit all night and a lot of people would be using the seating, and this would be the place least visited by homeless people.

Gordon Thomson explained the arm bar gate was the only style that would work in all three locations. Their purpose was to keep cars out.

Chief Caristo felt the best style was the arm bar gate.

c. RESOLUTION NO. 130-2020 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving a Grant for Project No. PB-PB-20-209, Between the Florida Inland Navigation District and the Town of Palm Beach Under the Waterways Assistance Program, Specifically Construction Reimbursement for the Town of Palm Beach Town Dock Replacement Project, Part II, in the Amount of \$1,000,000, and Authorizing the Mayor to Execute Same on Behalf of the Town.

Motion was made by Council Member Crampton and seconded by Council Member Moore to approve Resolution No. 130-2020. On roll call, the Motion passed unanimously.

3. Continued Discussion Regarding Public Access and the Enforcement of Regulations on the Beaches Between Wells Road and Sunset Avenue.

Kirk W. Blouin, Town Manager

Deputy Town Manager Boodheshwar introduced this topic, explaining the \$5/hour parking fee decided last month for the 100 block of Sunrise and a stretch of North County Road had gone into effect. He explained the current code banned alcohol on all public beaches.

Town Manager Blouin asked if the Council wished to pursue other restrictions for this section of beach.

Council Member Araskog spoke about fences and plantings blocking the natural vista, and all the signage. Staff responded the number of signs could be reduced over time after people became educated.

Council Member Araskog asked the Town Attorney about the Root Trail issue. Town Attorney Randolph advised he had met with the principles but no resolution had been reached. Council Member Moore wondered if not enough resident input had been received. Director Brazil commented he was responsible for the gates that were installed and they would be corrected. Council President Zeidman reported people were upset about not being able to walk on the beach after dark.

Dani Moore suggested we may have jumped the gun on these regulations. She suggested we went too quickly, and residents in the middle block were somehow not heard.. She said we perhaps listened to the squeaky wheels and didn't listen to the residents on the other blocks who also use the beaches.

Council President Zeidman agreed with Dani, as she had also heard from

residents who live on the middle blocks and Bradley Place who use the beach after sunset or before sunrise.

Council President Pro Tem Lindsay asked for clarification of a code section. Staff clarified what was already in force on this beach. Town Manager Blouin commented people were concerned about the heavier use of the beach in that area. Town Manager Blouin commented on the high volume of use and Director Brazil commented the use of alcohol and drugs were incidental to the sheer volume of people.

Mayor Coniglio commented this had always been a public beach and during COVID had become more heavily used, and a change had already been made regarding parking. She recommended making any further changes incrementally. She wanted to be fair and consistent with other public access beaches, and speaking to the residents there.

Council Member Araskog felt there were genuine complaints and fears and this was the only beach shown on Google maps so everyone went there. She suggested keeping the current regulations in place for a training period. She agreed with talking to residents.

Council Member Crampton felt there could be a distinction between municipal and public beaches, and the key thing was enforcement, which required a definition of the area to be enforced, and the people there and the police needed to know what was enforceable and what was not. They needed flyers and signage to explain the regulations to the residents, the people going onto the beach, and the police, so that they were all speaking the same language. Another issue was the ECL. Director Brazil responded staff had installed post and ropes to the ECL at Dunbar and Wells and one jog north and south, so the police would know the location of the ECL. Subsequently, residents had recently installed monoposts just inside the ECL on their private property, so the Town had removed the posts and ropes. A flyer had been published for the residents and police. Town Manager Blouin noted all these things were helpful and he would continue to manage expectations.

Council President Pro Tem Lindsay confirmed this beach is closed sunset to sunrise, and felt residents should be consulted. She suggested a review of all the beach regulations with the residents.

Public Comment

Tim Hanlon, on behalf of two group property owners, reported both were , looking for more conversations and more time to consider these issues. The trust that owned 111 Atlantic Avenue was concerned about overly restrictive regulations applying only to their areas. 110 Wells Road area residents were very concerned with funneling and wanted to be part of conversations going forward. Mr. Hanlon was in favor of a sit down meeting. Both clients wanted to study the issues in more detail and to be a part of the process.

Mayor Coniglio asked, and Director Brazil explained the ECL areas and the

improved private property areas. She suggested holding a meeting of the residents.

Council Member Moore reported feedback from residents was very positive for extra input and taking additional time to resolve this issue.

Discussion ensued regarding how to inform the public. Suggestions included a newspaper article, postcards, word of mouth, and help from the Civic Association.

The Mayor suggested a flyer to hand out at Council meetings of what could lawfully be done. Mr. Hanlon recommended publishing the flyer before the meeting. It was decided to send an envelope with two pieces of paper, a letter and the flyer.

Council Member Araskog suggested a pre-meeting on this subject a few days before the Council meeting. A virtual listening session on Zoom was suggested for Monday, December 7 from 10 to noon, with the flyer to arrive by December 3 or 4, and advertising to begin now.

Council Member Moore reminded everyone about placing more work on staff. Council President Zeidman suggested the FAQ sheet could be presented at the meeting. Discussion ensued regarding placing review of the ordinance on the next agenda. Council Member Crampton felt the procedure now should be wait and listen, and enforcement for bad behavior should be the first issue.

Public Comment

An email chain was read into the record from Matthew McCormick expressing concern limiting beach use to residents who did not live on the beach, and inconsistency in regulations for different beaches, and questioning actions by Town Council.

4. Adoption of the Updated 2021 Town Council Meeting Schedule. *Kirk W. Blouin, Town Manager*

The following revisions were made:

Addition of a meeting on January 15, 2021 at 9 a.m. to announce qualified Town Council candidates, and change the September 2021 Town Council meeting dates to be Town Council Development Review on Monday, September 13 and Regular Town Council on September 14, 2021.

Motion was made by Council Member Araskog and seconded by Council President Pro Tem Lindsay to adopt the revised 2021 Town Council Meeting schedule. On roll call, the Motion passed unanimously.

C. New Business

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

Jay Boodheshwar, Deputy Town Manager

Deputy Town Manager Boodheshwar commented on materials included in the backup regarding this issue. If Town Council desired to reduce the size of the Boards and Commissions, staff recommended doing it through attrition. This would require code revisions.

Town Manager Blouin noted some felt more people on a board could make it less efficient. Also, with more people on the board there were more opportunities to interact with staff, which created a time-use issue.

Council President Zeidman called for staff comments.

Planning, Zoning and Building Director Wayne Bergman reported in his 25 years of experience working with municipal governments, it was very unusual to have such large boards with only five Council members voting. He felt the boards were too large, and could be dropped down to five members plus two alternates. He felt the way to proceed was through attrition.

Council Member Araskog spoke to members of ARCOM and Landmarks and felt the members should be allowed to give their opinions. She thought having more people to provide ideas was more productive. She compared the Palm Beach boards to those of other towns. She favored 7 voting members plus alternates.

Council Member Moore also wanted to hear from the Board members, and moving forward without conversations with the members did not reflect well on Town Council.

Mayor Coniglio was glad expertise was also being considered in this decision, and some Boards would be easy to deal with, leaving Landmarks and ARCOM for further study.

Council Member Crampton agreed with hearing from the Board members. He would like a geographical balance on the Shore board, which might mean more members.

Council President Pro Tem Lindsay felt the Boards were too large and created inefficiency, and agreed with hearing from the Board members. She was not comfortable making a decision today before letting them be heard. She felt there should be more professionals on Landmarks, ARCOM, and Planning and Zoning.

Council President Zeidman commented volunteer Boards provided a way for residents to interact with their government. Her concern was to gain a modicum of efficiency at the expense of Community involvement. She was cautious about moving forward. She asked if other municipalities had alternates. Staff indicated they would check that. She also thought qualifications should be considered.

Council Member Crampton stated there was good government in this Town and the Boards did a good job. He asked how much benefit the Council would receive if the Board sizes were reduced.

Council Member Araskog commented residents would protect their neighborhoods and she worried about replacing residents with architects. The Recreation Committee felt they did not have enough to do, and she suggested reducing the number of their meetings per year.

Council Member Moore reminded everyone the reason the Shore Board had expanded to alternates was they required expertise.

Town Manager Blouin asked about discussing qualifications, sizes, and process issues. One such issue was projects that were discussed by members and when it came to the vote one member might be absent and an alternate who had not been included in the discussions ended up voting. Council President Zeidman asked that this be looked into, and also the role of the alternate.

Council Member Moore suggested to be fair, to proceed slowly, beginning with size and getting feedback from the Boards.

Council President Pro Tem Lindsay agreed with Council Member Moore. She spoke about adding alternates to the Shore Board, and whether alternates were needed for all boards. The most complaints she received were regarding ARCOM and Landmarks.

This item would be placed on next month's agenda.

XII. ORDINANCES

A. First Reading

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

For Severability; Repealing All Ordinances Or Parts Of Ordinances In Conflict Herewith; Providing For Codification; And Providing For An Effective Date.

Darrel Donatto, Fire Rescue Chief

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

Fire Rescue Chief Donatto explained the purpose of the ordinance.

Motion was made by Council Member Crampton and seconded by Council Member Moore to approve Ordinance No. 17-2020 on first reading. On roll call, the Motion passed unanimously.

2. EMERGENCY ORDINANCE NO. 18-2020 An Ordinance Of The Town Council Of The Town Of Palm Beach, Palm Beach County, Florida, Authorizing The Town Manager To Arrange For Public Meetings By Use Of Communication Media Technology And For Attendance By Use Of Such Technology By Elected And Appointed Officials During A Declared Public Health Emergency; Providing For Conflicts; Providing For Severability; Providing An Effective Date. – ***Pulled and Heard as Item No. XI.B.2.f.***

John C. Randolph, Town Attorney

XIII. ANY OTHER MATTERS

1. Discussion Regarding Palm Beach Civic Association Seminar
Council President Zeidman commented the COVID-19 staff group decided to have doctors address citizens in one or two question-and-answer format Zoom meetings; then had learned the Civic Association was thinking of doing the same thing. She described the program, titled *Your Health, Your Safety, and Your Well Being*. The first session, filmed ahead of time, would feature a welcome home followed by members of Town staff reporting all kinds of public safety issues. The next session would feature doctors reporting COVID-19 information, and there would be a third session not yet fully developed. She asked if the Town wanted to be a part of this or just host the Civic Association at the Council Chambers.

Council President Pro Tem Lindsay was in favor of hosting the project.

Council Member Crampton also was in favor of the project.

Council Member Araskog commented not everyone belonged to the Civic Association and asked how it would be distributed, because she wanted to be sure everyone was included.

Council Member Crampton suggested the Citizens' Association might also want to be involved.

2. Letter to Governor Regarding Quorum For Governing Bodies

Council Member Araskog suggested advising the Governor of the median age. Mayor Coniglio indicated she was happy to write a letter but it would only be repeating what had been passed in the ordinance. Town Attorney Randolph's opinion was it would not make a difference since the Governor had so many municipalities to consider. Council Member Araskog asked that the Mayor speak to League of Cities. Council Member Araskog referred to an upcoming ordinance regarding mechanical and pool equipment and asked that it be deferred. Council Member Araskog asked if the Council could do anything about Mr. Hanlon's time being limited at ARCOM. Town Attorney Randolph indicated it would be corrected going forward but saw no way to correct what had been done.

XIV. ADJOURNMENT

Upon motion by Council President Zeidman, seconded by Council Member Araskog, the Town Council Meeting of Tuesday, November 10, 2020 was adjourned at 4:48 p.m.

APPROVED:

Margaret A. Zeidman, Town Council President

ATTEST:

Queenester Nieves, CMC, Town Clerk

Date



TOWN OF PALM BEACH

Minutes of the Local Planning Agency Meeting Held on November 13, 2020

I. CALL TO ORDER AND ROLL CALL

The Local Planning Agency Meeting was called to order November 13, 2020 at 9:30 a.m. On roll call, all of the elected officials were found to be present.

II. INVOCATION AND PLEDGE OF ALLEGIANCE

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

III. ORDINANCES

A. **First Reading**

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

Zoning Manager Castro explained the proposed changes to specific sections of the Code, in relation to mechanical equipment. He stated that the changes were first presented to the Planning and Zoning Commission, who recommended the changes to the Town Council and gave direction for staff to draft the proposed Ordinance.

Mayor Coniglio inquired if Mr. Castro was comfortable with the changes, in so much that they were clear, concise and enforceable. Mr. Castro replied that he was comfortable with the changes.

Council Member Araskog suggested allowing equipment in the setbacks for larger properties. Mr. Castro followed up to Council Member Araskog's suggestion. Council Member Araskog questioned Mr. Castro's thoughts on allowing two generators on smaller properties. Mr. Castro responded.

Motion made by Council Member Moore and seconded by Council Member Crampton to recommended adoption of Ordinance 16-2020 to the Town Council. Motion carried unanimously.

IV. ADJOURNMENT

The meeting was adjourned at 9:39 a.m. without benefit of motion or roll call.

APPROVED:

Margaret Zeidman, Town Council President

ATTEST:

Kelly Churney, Administrative Specialist



TOWN OF PALM BEACH

Minutes of the Development Review

Town Council Meeting

Held on November 13, 2020

I. CALL TO ORDER AND ROLL CALL

The Development Review Town Council Meeting was called to order November 13, 2020 at 9:40 a.m. On roll call, all of the elected officials were found to be present.

II. INVOCATION AND PLEDGE OF ALLEGIANCE

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

III. COMMENTS OF MAYOR GAIL L. CONIGLIO

Mayor Coniglio recognized Rob Weber, Charlie Isiminger and staff's efforts on recent grants.

The Mayor thanked everyone for participating in the Town's governmental process.

IV. COMMENTS OF TOWN COUNCIL MEMBERS

Council President Zeidman asked everyone to be succinct and to try to keep their mask on when not speaking into the microphone.

V. COMMUNICATIONS FROM CITIZENS - 3 MINUTE LIMIT PLEASE

There were no communications from citizens at this time.

VI. APPROVAL OF AGENDA

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

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

Withdrawal of Item IX.B.1 (b)

Removal of Item IX.B.1 (c)

Deferral of Item IX.B.1 (e) to the December 9, 2020 meeting.

Withdrawal of Item IX.B.1 (g)

Deferral of Item IX.B.1 (h) to the December 9, 2020 meeting.

Deferral of Item IX.B.1 (i) to the December 9, 2020 meeting.

Deferral of Item IX.B.2 (b) to the December 9, 2020 meeting.

Council Member Moore questioned the 70 Middle Road requested deferral to May 2021, and recommended a one month deferral. Council Member Crampton and Council President Zeidman agreed.

Council Member Araskog questioned Town Attorney Randolph about the deferral request and the extraordinary circumstances. Town Attorney Randolph responded that staff recommended withdrawing this item and re-advertising for the May meeting. He cited applicable Town code, noting this applicant had already had more extensions than allowed.

Mayor Coniglio suggested deferral to a time certain for the December meeting. Council Member Araskog recommended deferring to the April meeting.

Zoning Manager Castro explained the procedure for removal from the agenda.

Council President Pro Tem Lindsay questioned the condition of the property. Zoning Manager Castro responded.

Council Member Crampton commented most of the work was inside.

Mayor Coniglio suggested adding conditions, however, Attorney Randolph responded the item was not being extended, but removed. The Mayor suggested an extension to April.

Council Member Araskog felt a condition was not appropriate.

Director of Planning, Zoning and Building Bergman stated he could review the property with Ben Alma, and take care of any property maintenance

violations at that time.

Motion made by Council Member Moore and seconded by Council Member Crampton to approve the agenda as amended, with removal of project Z-19-00236, 70 Middle Road, until the applicant is ready to proceed. Motion carried unanimously.

VII. RESOLUTIONS

- A. RESOLUTION NO 114-2020 280 Sunset Avenue A Resolution Of The Town Council Of The Town Of Palm Beach, Palm Beach County, Florida, Authorizing Ad Valorem Tax Exemptions For The Property Hereinafter Described And Stating That The Subject Property Meets The Criteria Set Forth In Chapter 54, Article V Of The Code Of Ordinances Of The Town Of Palm Beach, Relating To Landmarks Preservation And Titled "Tax Exemptions."

Emily Stillings was sworn in by Administrative Specialist Churney.

No ex-parte communications were declared.

Emily Stillings made a presentation requesting tax abatement for the property now known as White Elephant.

Public Comment

There were no public comments.

Motion made by Council President Pro Tem Lindsay and seconded by Council Member Moore to approve Resolution No. 114-2020. Motion carried unanimously.

- B. RESOLUTION NO. 131-2020 A Resolution Of The Town Council Of The Town Of Palm Beach, Palm Beach County, Florida Approving The Attached Amended Certificate Of Notification Of Designation Of Certain Properties As Landmarks; Authorizing Its Execution By The Town Manager And Providing For Its Recording In The Public Records Of Palm Beach County, Florida; Providing For An Effective Date.

No ex-parte communications were declared.

Director of Planning, Zoning and Building Bergman presented the Resolution.

Motion made by Council Member Crampton and seconded by Council Member Moore to approve Resolution No. 131-2020. Motion carried unanimously.

VIII. DEVELOPMENT REVIEWS

A. **Time Extensions and Waivers**

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

No ex-parts communications were disclosed.

Director of Planning, Zoning and Building Bergman presented the time extension request for extended winter hours and to leave perimeter scaffolding in place. Estimated finish date for the construction was mid-October, 2021.

Maura Ziska, representing owners of The Carriage House, explained the request for the time extension. Also present on behalf of the applicant were Gene Parker and Pat Marshall from Hedrick Brothers.

Council Member Crampton stated he was in favor of this application with the staff recommendations to stop work around the holidays. He confirmed with Director Bergman there were no issues with neighbors, and asked if the neighbors had been noticed.

Pat Marshall, Hedrick Brothers, stated a weekly email blast updated neighbors of activities for the next week.

Ms. Ziska confirmed a letter had been sent to each neighbor.

Council Member Moore asked for a recommendation for Saturday hours, to which Director Bergman responded. Council Member Moore recommended 9 to 5 for interior work, in consideration of the neighbors.

Council President Pro Tem Lindsay agreed with Council Member Moore on interior work hours.

Council Member Moore requested to include Passover and Easter days in the time off.

Council President Zeidman questioned whether the delivery schedule would change, to which Ms. Ziska responded.

Zoning Manager Paul Castro discussed the logistics plan for deliveries and location.

Ms. Ziska clarified the request was for hours, scaffolding and to be able to go to Public Works for right-of-way permit for deliveries.

Council Member Araskog expressed concern about traffic and parking, and wanted no parking on Phipps. Ms. Ziska responded that was already scheduled and regulated, and it had been working with no complaints.

Gene Parker commented parking had been in West Palm Beach with vans delivering the workers.

Public Comments:

Gene Parker commented the additional hours were needed because they must be finished by October. He requested not to have additional time off around holidays.

Zoning Manager Castro responded Director Bergman could move the dates in the construction management agreement but not the final date, and the applicant could always ask for an extension.

Council Member Crampton commented there were no complaints so far, and he would be willing to grant an extension if needed.

Mayor Coniglio expressed concern about protecting neighbors and privacy.

Pat Marshall commented he did not believe the entire week of Thanksgiving was no work hours.

Director Bergman spoke about what had been provided in the past.

Pat Marshall requested to be able to work within the holiday weeks.

Council Member Araskog recommended consistency within the holiday weeks.

Zoning Manager read from Town code.

Council President Zeidman and Council President Pro Tem Lindsay agreed to be consistent.

Council Member Crampton favored granting the request from the applicant to reward them for such a good record to date.

Council Member Moore favored consistency.

Gene Parker commented over the last two months there had been more rain than in many years, which had caused delay, and added that the club had to be done in October 2021.

Council Member Araskog recalled Council had allowed time extensions for many Worth Avenue properties and held them to the same conditions.

Council President Zeidman asked what work would be done, to which Mr. Marshall responded demolition would continue for a couple of weeks, and then it would be all interior work.

Discussion ensued regarding adding hours to the end of the project.

Motion made by Council President Pro Tem Lindsay to allow the scaffolding to stay up and extensions as requested by the applicant, with the caveat that if any of the residents in Phipps Plaza asked Council to reconsider, then the option to add the number of days to the end of the schedule would be reinstated.

During discussion of the motion, Zoning Manager Castro read aloud the Town Code section on working hours and holidays, and the applicant offered to send an email to all neighbors with the proposed working hours to see if there were any objections.

Motion failed for lack of second.

Motion as made by Council Member Crampton to grant the request as requested with the caveat that if residents reported any negative reaction or that the rules of the Declaration of Use were not followed, it would go back to what had normally been applied during holidays. Motion failed for lack of a second.

Motion made by Council President Pro Tem Lindsay and seconded by Council Member Crampton, to add the dates as previously stated that had been applied to all other requests for extension in a residential area, with the caveat that the number of days lost as a result would automatically be added at the end of the project with no penalties for those days. No Saturday deliveries and 9 to 5 work hours.

Ms. Ziska stated the applicant was withdrawing the request for work hours.

Motion amended by Council President Pro Tem Lindsay and seconded by Council Member Moore that the scaffolding can be kept up, and the applicant could apply to Public Works for a permit for deliveries. Motion carried unanimously.

2. Time Extension for 150 Worth Avenue

Director of Planning, Zoning and Building Wayne explained the time extension was a life safety matter needed for emergency repair to the damaged roof at The Esplanade, and the owner would make a formal request to Council. Work was expected to be complete by December 30, 2020.

No ex-parte communications were disclosed.

Yvonne Jones, Property Manager for The Esplanade at 150 Worth Avenue, explained the request, adding they would begin work after Thanksgiving and be done by Christmas.

Mayor Coniglio asked if they could finish by December 20.

Council President Zeidman called for Public Comment. There were no comments heard at this time.

Motion made by Council Member Moore and seconded by Council Member Crampton, to approve the time extension for 150 Worth Avenue with the start date changed to November 30, 2020. Motion carried unanimously.

Clerk's Note: A short break was taken at 11:03 a.m. The meeting resumed at 11:11 a.m.

B. Variances, Special Exceptions, and Site Plan Reviews

1. Old Business

- a. **Z-19-00211 SPECIAL EXCEPTION WITH SITE PLAN REVIEW** Zoning District: C-PC Planned Center The application of 305 Concepts Palm Beach, LLC d/b/a Coyo Taco, Applicant, relative to property located at 340 ROYAL POINCIANA WAY SUITE: M337, legal description on file, is described below. On March 15, 2017, the Town Council approved Special Exception #5-2017, which authorized Coyo Taco to operate a restaurant containing more than 3000 S.F. in the C-PC zoning district at Suites #337A and M 333 of the Royal Poinciana Plaza. The approval was conditioned upon execution of a Declaration of Use Agreement, which did not permit Coyo Taco to have a disc jockey. This application seeks to amend the existing Declaration of Use Agreement to allow the restaurant to have a DJ on Tuesday, Friday and Saturday nights, in addition to special events. The hours requested for the DJ are 8:00pm to 12:00pm on Tuesday nights and 8:00pm to 1:00am on Friday and Saturday nights and for special events. The DJ will be confined to the interior of CoyoTaco. No physical changes to the previous approval are requested. The Declaration of Use Agreement also required Coyo Taco to return to the Town Council to demonstrate compliance with the Town Serving requirement. Coyo Taco has collected data confirming that the Town Serving requirement is met. This information will be presented to the Town Council during the public hearing on this application. [Applicant's Representative: James M. Crowley Esq]

Deferred to the March 10, 2021 Town Council Meeting at the approval of the agenda.

- b. **Z-20-000262 SPECIAL EXCEPTION WITH SITE PLAN**

REVIEW AND VARIANCE(S) Zoning District: R-D(2) High Density Residential The application of The Ambassador Hotel Cooperative Apartments Corp., A Florida Corporation (Richard Schlesinger, President), Applicant, relative to property located at **2730 S OCEAN BLVD**, legal description on file, is described below. The following zoning relief is being requested: 1. Section 134-1055 (16.): Special Exception approval to modify the existing condo-hotel use in the R-D(2) Zoning District. 2. Section 134- 327: Site plan approval for the modifications to the existing condo-hotel site as identified above. 3. Section 134-1064: Special exception approval for the new balconies on the third, fourth and fifth floors. 4. Section 134-1060 (6)(f): Variance request for the proposed redevelopment to include the addition of balconies on the south side of the building that will encroach into the south side yard setback by a 30 inches thus a variance request for a setback of 27.5 feet in lieu of the 30 foot minimum required. 5. Section 134-2172: Variance to allow the proposed off-street, valet-operated parking, to be tandem and stacked in lieu of the code required off-street parking standards related to size of spaces and access. The code requires parking spaces to be designed so that a vehicle can be removed without the necessity to move another vehicle. The proposed parking is modifying and adding parking areas designed with stacked (tandem) and lift parking. 6. Section 134-1064: Variance to allow the lot coverage to be 44.9% in lieu of the 23.7% existing and the 22% maximum allowed in the R-D(2) Zoning District for 5 story buildings (the building is 7 stories with a lower level floor area). 7. Section 134-1060(6): Variance to allow a north side yard setback of 15 feet in lieu of the 30 foot minimum required for the under dune garage. 8. Section 134-1064(b)(3): Variance to allow a height of 68.96 feet in lieu of the 62.5 maximum allowed for the Penthouse additions (7th floor). [Applicant's Representative: Maura Ziska Esq] [Architectural Review Commission deferred this project to the October 28, 2020 meeting at the request of the attorney. Carried 7-0.]

Withdrawn at the approval of the agenda.

- c. **Z-19-00236 VARIANCE(S)** Zoning District: R-B Low Density Residential The application of Jennifer J. Naegele, Applicant, relative to property located at **70 MIDDLE RD**, legal description on file, is described below. The applicant is undertaking a renovation of a 3 story landmarked residence located in the R-

B Zoning District. The renovation includes a 91 square foot laundry room addition to the northwest corner of the house; a 191 square foot covered terrace addition on the north side of the house; and a 60 KW generator proposed in the street side yard along Via Marina. The following variances are being requested: 1) Sec. 134-1729: a variance to allow a 60 KW generator to be placed in the street side yard along Via Marina with a setback of 8.5 feet in lieu of the 25 foot minimum required. 2) Sec. 134-893(11): a variance for lot coverage for the laundry room addition of 34.47% in lieu of the 33.07% existing and the 30% maximum allowed. 3) Sec. 134-893(13): a variance for a cubic content ratio ("CCR") for the laundry room and covered terrace of 8.85 in lieu of the 8.32 existing and the 3.95 maximum allowed. 4) Sec. 134-893(7): a variance for a north side yard setback of 7.6 feet in lieu of the 12.5 feet minimum required for the laundry room addition. 5) Sec. 134- 893(7): a variance to convert the existing flat roof to a covered balcony with railing that will have a north side yard setback of 7.6 feet in lieu of the 15 foot minimum required. [Applicant's Representative: Maura Ziska Esq] [Landmarks Preservation Foundation Recommendation: Implementation of the proposed variances will not cause negative architectural impact to the subject landmarked property. Carried 7-0.] [The Landmarks Preservation Commission approved the project as presented with the condition that the homeowner voluntarily grants the utility easement. Carried 7-0]

Removed from the agenda at the approval of the agenda.

- d. **Z-20-00265 SPECIAL EXCEPTION WITH SITE PLAN REVIEW** Zoning District: R-B Low Density Residential The application of Carlos Musso, Sr., Applicant, relative to property located at **110 SEAGATE RD**, legal description on file, is described below. Special Exception with Site Plan Review to allow the construction of a 4,201 square foot two-story new residence on non-conforming portions of platted lots with a depth of 96.12 feet in lieu of the 100 foot minimum depth required in the R-B Zoning District. [Applicant's Representative: Maura Ziska Esq] [Architectural Review Commission Recommendation: Implementation of the proposed special exception and site plan review will not cause negative architectural impact to the subject property. Motion carried 7-0.] [The Architectural Review Commission approved the project as presented. Carried 7-0.] [The Architectural Review

Commission reviewed this project after it was remanded back to them from Town Council. The Architectural Review Commission approved the project as presented based on the competent, substantial evidence and on Section 18-205, criteria 4, 6 and 8.]

Ex-parte communication was disclosed by Council President Pro Tem Lindsay and Council Member Araskog.

Maura Ziska, Attorney for the owner, presented the zoning requests.

Paul Castro, Zoning Manager, provided staff comments.

Council Member Crampton commented he liked the project and could not understand the opposition of the neighbors. He added that there were many different types of architecture on the street. Looking at the plan with landscaping in place, he believed the home would be a nice addition to the street.

Council Member Moore confirmed with Zoning Manager Castro that the only reason the house was before the Council was because it was a non-conforming lot.

Council Member Araskog thought this was an unfortunate situation, and did not think it was fair to cut off the attorney and not allow him to present his case fully. She felt it should be heard one more time at ARCOM, following proper procedure. She added that she could not to approve the request at this time.

Ms. Ziska commented the Commissioners had seen all the letters.

Public Comment:

Council President Pro Tem Lindsay read a letter of objection into the record from Joanne Paladino.

Council President Pro Tem Lindsay inquired of staff if ARCOM dealt adequately with the three criteria in the discussions. Director Bergman stated his belief that they did.

Motion made by Council Member Crampton and seconded by Council President Zeidman, that Special Exception Z-20-00265 shall be granted based upon the finding that such grant will not adversely affect the public interest and that the applicable criteria set forth in Section 134-229 of the Town Code have been met, and providing that the property owner did voluntarily commit that prior to the issuance of a building permit to either

provide a recorded utility easement or an easement agreement satisfactory to the town that ensures a recorded easement will be granted if necessary to underground utilities in the area. Motion carried 3-2 with Council Member Araskog and Council President Pro Tem Lindsay opposed.

Motion made by Council Member Crampton, and seconded by Council President Zeidman, that Site Plan Z-20-00265 be approved based upon the finding that the approval of the Site Plan will not adversely affect the public interest; that the Council certifies that the specific zoning requirements governing the individual use have been met and that satisfactory provision and arrangement have been met concerning Section 134-329 items 1 through 11. During discussion of the motion, Council Member Araskog questioned whether Town Attorney Randolph believed proper procedure had been followed at the ARCOM meeting.

Town Attorney Randolph commented he had agreed with Mr. Hanlon that he should have been able to speak longer than three minutes when representing parties, but could not say if proper procedure had been followed. Council Member Araskog asked Town Attorney Randolph questions, if he had changed his mind, which he stated he had not; if the commissioners should have used the letters at this hearing, and he stated the commissioners should have considered all evidence, and Council Member Araskog stated Council President Pro Tem Lindsay's motion was not stated properly in the minutes which indicated they were to discuss the issues raised in the meeting, which they did not do. Town Attorney Randolph responded it was his understanding that this was referred back to ARCOM so that they could make findings relating to the specific three criteria in the code, which they did. Motion carried 3-2 with Council Member Araskog and Council President Pro Tem Lindsay opposed.

- e. **Z-20-00269 VARIANCES** Zoning District: R-B Low Density Residential The application of John Criddle and Franny Frisbie, Applicant, relative to property located at **143 REEF RD**, legal description on file, is described below. The applicant is proposing to construct a new 597 square foot one story garage to the west of the existing residence. The following variances are being requested: 1. Section 134-893(7): The applicant is requesting a variance for a west side yard setback of 5 feet in lieu of the 12.5 foot minimum required for a one story building. Section 134-893(6): The applicant is requesting a variance for an angle of vision of 105 degrees in lieu of the 100 degrees maximum allowed. [Applicant's Representative: Maura Ziska Esq] [Architectural Review Commission Recommendation: Implementation of the proposed variance will not cause negative architectural impact to the subject property. Motion carried 4-3.] [The Architectural

Review Commission approved the project as presented. Carried 4-3.]

Deferred to the December 9, 2020 Town Council Meeting at the approval of the agenda.

- f. **Z-20-00281 SPECIAL EXCEPTION WITH SITE PLAN REVIEW** Zoning District: R-D(2) High Density Residential and Medium Density Residential The application of CH HOTEL, LLC (Andrew and Sarah Wetenhall and Family), relative to property located at **135 HAMMON AVE, 152 HAMMON AVE, AND 155 HAMMON AVE**, legal description on file, is described below. Request for a modification to the previously approved Special Exception for the Colony hotel use to allow the relocation of the previously held events on the west side of the ballroom building to the new east garden. The use of the garden area east of the ballroom building shall be primarily used as a pre-function space such as wedding ceremonies and cocktail receptions -all to be used in conjunction with the ballroom building that was approved by the Town Council in 1986. The Colony Hotel is requesting the following terms to be approved: 1) All pre-function events or ceremonies in the garden will be concluded by 10:00 p.m. 2) There shall be only background music allowed or live music of no more four instruments. 3) There shall be no DJ music 4) Microphone use shall be allowed for officiant for wedding services or an individual making remarks. 5) The hotel will agree to install a custom designed in-ground sound system to abate noise. 6) The hotel will install a mutually agreeable privacy/landscape buffer along the eastern property line. [Applicant's Representative: Maura Ziska Esq] Consideration of Proposed Declaration of Use Agreement.

Ex-parte communication was disclosed by Council President Pro Tem Lindsay.

Maura Ziska, Attorney for the applicant, commented they were back to fine tune language in the Declaration of Use document. She reported she and Zoning Manager Castro had worked on this together, and a copy had been provided to the members of the Council.

Paul Castro, Zoning Manager, suggested review of the proposed document item by item.

Items 1, 2 and 3 were acceptable.

Item 4: Ms. Ziska commented on Item 4 her client would like to remove vocal performances and substitute acoustic singers. Council Member Moore recalled that their concern seemed to have been the amplification of a singer and that the singer should not exceed the decibel level already stated in the code. Council President Pro Tem Lindsay noted her recollection of Item 4 was the same as Council Member Moore had stated. Sarah Wetenhall, The Colony Hotel, commented she would like to be able to have acoustic singers, and to add no hired DJ's with external sound equipment. Zoning Manager Castro read the proposed language for Item 4: No DJ's with external sound equipment shall be allowed to perform in the east garden. Vocals shall only be acoustic.

Item 5: It was agreed to add live drums.

Item 6: No changes were made.

Item 7: Council President Pro Tem Lindsay recommended removing the language that doors should be shut during operations and add the doors should be closed after 10 p.m. Discussion ensued. Zoning Manager Castro suggested the following language for Item 7: During an outside event that was going to be moving inside, the doors can be opened and shut all the time, but as the party moves inside for dinner and dancing the doors would remain closed. Zoning Manager Castro stated he would work with Ms. Ziska on the exact wording.

Item 8: No changes were made.

Item 9: No changes were made.

Item 10: No changes were made.

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

Motion made by Council Member Araskog and seconded by Council Member Crampton, to approve the language in the Declaration of Use Agreement for The Colony as amended. Motion passed unanimously.

- g. **Z-20-00282 VARIANCE(S)** Zoning District R-B Low Density Residential The application of Mr. and Mrs. Terwilliger, Applicants, relative to property located at **202 PLANTATION RD**, legal description on file, is described below. The applicant is proposing to renovate the two-story single family residence by constructing a 425 square foot master bedroom addition and replacement of a 183 square foot open air trellis with a 183 square foot covered porch. The following variances are being requested: 1. Section 134-893(6): an angle of vision of 114 degrees in lieu of 108 degrees existing and 108 degrees maximum allowed. 2. Section 134-893(13): a cubic content ratio of 3.99 in lieu of 3.83 existing and 3.94 maximum allowed. [Applicant's Representative: Maura Ziska Esq]

Withdrawn at the approval of the agenda.

- h. **Z-20-00289 SPECIAL EXCEPTION WITH SITE PLAN REVIEW AND VARIANCE(S)** Zoning District: C-B Commercial The application of LR Palm House LLC (Ian Livingstone, Executive Chairman), Applicant, relative to property located at **160 ROYAL PALM WAY**, legal description on file, is described below. Section 134-1304 (5): Request to modify Site Plan Review # 1-2016 with Special Exception to change the approved use from condo-hotel to hotel; modify the previously approved site plan; and amend the conditions of approval in the Declaration of Use Agreement, as identified in the proposed Third Amendment to the Declaration of Use which is Exhibit "F") of this application. The proposed site modifications being requested as follows: Section 134-1304(5): The existing Palm House hotel is located at 160 Royal Palm Way, Palm Beach, Florida. It is currently vacant and construction is partially completed. The structure is three stories with a partially enclosed basement containing parking and back-of-house functions. The hotel is 84,495 gross square feet in total. There is an East and West guest wing, and these wings are connected by a central core containing the Main Entrance and other partially completed public functions. A separate conference and events "Function Room" and partial pool deck was also constructed at the southeast portion of the property. Section 134-227. 326 & 329 1729(2) (c): (Site Plan Review) The new owner/applicant is proposing new work for the hotel which includes the following site plan modifications: 1) Completion and conversion of guest rooms for a total of 79

keys. Two new presidential suites will be constructed within the building core, each with private outdoor balconies. 2) Completion of the lower level for back-of-house, administrative and housekeeping functions for the hotel. The interior modifications for the lower level includes renovation of partially completed areas including kitchen, food storage, housekeeping, staff areas and hotel administrative offices. The owner is requesting an additional 148 SF to provide a new service stair from the lower level to support the Pool Area. Additional areas for renovation include spaces for MEP Infrastructure such as electrical, hot water, and elevator systems. The proposed modifications remove all Hotel Guest program areas from the lower level. The lower level renovation includes restoration of parking area for 60 parking spaces including three accessible parking spaces. Two parking spaces which includes on Van Accessible parking space is located behind the existing function room. All parking will be Valet only per the Declaration of Use Amendment Three. Total on-site parking provided is 62 spaces. 3) A new pool deck will be constructed adjacent to the existing Function Room, with various amenities that include chaise lounges and outdoor seating, shade umbrellas, toilets, a towel/concierge stand, open-air bar with enclosed pantry behind, water features, lush native plantings, and Event Lawn to be used as a pre-function space, or for small wedding and/or overflow sun bathing; 4) The first level lobby and public spaces will be completed to include fine dining and lobby bar, with 88 indoor seats as well as 36 outdoor seating facing the new pool deck. The second floor dining that was previously approved has been eliminated to make room for the reconfigured hotel suites which include the new presidential suites; 5) The Function Room construction will be completed and the seating plan in the Function Room is being revised to add 50 more seats for a total of 200 seats (the total overall number of seats throughout the hotel that was previously approved is being reduced from 336 to 324); 6) A small 556 square foot banquet prep kitchen is proposed to be constructed adjacent to and on the east side of the existing Function Room. 7) Replace a 250 RW generator in the basement with the same size that exists today. - Other exterior Improvements will include new third floor railings, repainting, new exterior floor finishes, trellises and a covered walkway leading to the existing Function Room. Fenestration requiring replacement will be replaced with similar windows and doors. Addition of a small 61 square foot pool service building; enclosing the 679 square foot function room pre-

function space on the west side of the Function Room; addition of 588 square foot restroom for Function Room, addition of 556 square foot prep kitchen for Function Room and addition of 148 square foot stairwell to access Function Room prep kitchen. The following is a list of the proposed special exceptions and variances being requested for the hotel project:

- 1) Section 134-226 & 229: A special exception request to modify the approved special exception by converting from a condominium hotel to hotel use and make the site modifications and change to the conditions of approval as identified in this application.
- 2) Section 134-1305: A special exception request to allow 36 seats for outdoor dining on the first floor on the north side of the pool deck; and
- 3) Section 134-1308(9): A variance for lot coverage to be 63.8% in lieu of the 62.8% existing and the 50% maximum allowed in the C-B Zoning District;
- 4) Section 134-1308(8): A variance for the addition of railings and solid wall on the east facade of the hotel above the second floor where only a two story building is allowed in the C-B Zoning District;
- 5) Section 134-1308(8): A variance for the addition of railings and solid wall on the east facade of the hotel with a height of 31.83 feet in lieu of the 25 foot maximum allowed;
- 6) Section 134-1669: A variance for the height of the wall enclosing the dumpster located at the southeast corner of the property to be 13.25 feet tall in lieu of the 7 foot maximum height allowed from the neighbor's grade;
- 7) Section 134-1308(8): A variance for the two story open air addition on the south side of the hotel for a hotel suite balcony on the second floor and covered dining on the first floor with a height of 33.58 feet in lieu of the 25 foot maximum allowed in the C-B Zoning District;
- 8) Section 134- 1308(8): A variance for the two story open air addition on the south side of the hotel for a hotel suite balcony on the second floor and covered dining on the first floor with an overall height of 42 feet in lieu of the 35 foot maximum allowed in the C-B Zoning District;
- 9) Section 134-1669: A variance for the height of the wall along the rear property line to be 8.5 feet in lieu of the 7 foot maximum allowed from the neighbor's grade;
- 10) Section 134-1669: A variance for the height of the wall enclosing the existing chiller at the south west corner of the property to be 12 feet tall in lieu of the 7 foot maximum allowed from the neighbor's grade;
- 11) Section 134-1308(7): A variance for a rear yard setback for the chiller to be 2.25 feet in lieu of the 10 foot minimum required in the C-B Zoning District;
- 12) Section 134-1308(6): A variance for a west side yard setback for the

chiller to be 5.8 feet in lieu of the 10 foot minimum required in the C-B Zoning District. [Applicant's Representative: Maura Ziska Esq] [The Architectural Review Commission Recommendation: Implementation of the proposed variances will not cause negative architectural impact to the subject property. Carried 7-0.] [The Architectural Review Commission approved the project as presented with the landscape, service gate and paint colors to return to the November 20, 2020 meeting. Carried 6-1.]

Deferred to the December 9, 2020 Town Council Meeting at the approval of the agenda.

- i. **Z-20-00291 VARIANCE(S)** Zoning District: R-B Low Density Residential The application of Hi Mount LLC (Amy Zabetakis, Manager), relative to property located at **756 HI-MOUNT RD**, legal description on file, is described below. The applicant is proposing a new 8,327 square foot, two story residence on the subject property that will require the following variances: 1) Section 134-895(1): A chimney with a height of 13.56 feet in lieu of the 8.8 foot maximum allowed; 2) Section 134-8893(11): A lot coverage of 33% in lieu of the 30% maximum allowed for a two story residence in the R-B Zoning District; 3) Section 134-1: The proposed sub-basement is under the confines of the building above it and also below the lowest grade of the public street (Hi Mount Road) in front of the lot, however, it is not completely underground. A variance is being requested to allow a proposed sub-basement where a portion is not completely underground as there is a substantial change of grade from Hi Mount Road to Lake Trail. 4) Section 134-1670(c): A height of the retaining wall along the north property line to be 11.03 at its maximum height in lieu of the 7 foot maximum allowed. 5) Section 134-1670(c): A retaining wall at the northwest corner of the house, in the side yard within 10 feet of the property line that is at 14 feet in height in lieu of the 10 foot maximum from adjacent grade.
[Applicant's Representative: Maura Ziska Esq]

Deferred to the December 9, 2020 Town Council Meeting at the approval of the agenda.

2. New Business

- a. **Z-20-00292 VARIANCE(S)** Zoning District: R-B Low Density Residential The application of Michael and Lisa Rome,

Applicant, relative to property located at **240 VIA LAS BRISAS**, legal description on file, is described below. A request to enclose the existing 607 square foot canvas covered pergola with permanent roof structure that would require the following variances: 1) Section 134·893(13): A cubic content ratio of 4.28 in lieu of the 4.09 existing and the 3.90 maximum allowed in the R-B Zoning District. 2) Section 134·893(11): A lot coverage of 31.9% in lieu of the 29.9% existing and the 25% maximum allowed in the R-B Zoning District for lots over 20,000 square feet. [Applicant's Representative: Maura Ziska Esq]

No ex-parte communications were disclosed.

Attorney Maura Ziska presented the variance request to change the fabric roof of the pergola to a permanent roof.

Zoning Manager Paul Castro provided staff comments.

Council Member Araskog asked about the hardship. Attorney Ziska responded.

Zoning Manager Castro further explained the hardship was triggered by going to a permanent roof.

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

Motion made by Council Member Crampton and seconded by Council Member Moore, that Variance Z-20-00292 shall be granted and find in support thereof that all criteria applicable to this application as set forth in Section 134.201(a) items 1 through 7 have been met, and providing that the property owner did voluntarily commit that prior to the issuance of a building permit to either provide a recorded utility easement or an easement agreement satisfactory to the town that ensures a recorded easement will be granted if necessary to underground utilities in the area. Motion carried 4-1 with Council Member Araskog opposed.

- b. **Z-20-00293 SITE PLAN REVIEW WITH VARIANCE(S)**
Zoning District: R-C Medium Density Residential The application of Elaine Hirsch, Applicant, relative to property located at **130 SUNRISE AVE, SUITE: PH 1**, legal description on file, is described below. A site plan modification with variances to allow a 365 square foot fixed awning over the terrace on the seventh floor of a seven story condominium

building. The following variances are being requested: 1. Section 134-948(8): To allow the awning at a height of 61.5 feet in lieu of the 23 1/2 foot maximum height allowed in the R-C Zoning District. Section 134- 948(8): To allow the awning at an overall height of 63.66 feet in lieu of the 26 1/2 foot maximum height allowed in the R-C Zoning District. Section 134-948(8): To allow the awning on the existing seventh floor penthouse of a seven story building in lieu of the two story building maximum allowed in the R-C Zoning District. Section 134-948(6): To allow a west side yard setback of 50.1 feet in lieu of the 61.5 foot minimum required. Section 134- 948(7): To allow a rear street yard setback of 106.5 feet in lieu of the 123.16 foot minimum required. [Applicant's Representative: Maura Ziska Esq]

Deferred to the December 9, 2020 Town Council Meeting at the approval of the agenda.

- c. **Z-20-00294 VARIANCE(S)** Zoning District: R-B Low Density Residential The application of Georgia Benevides, Applicant, relative to property located at **266 COLONIAL LN**, legal description on file, is described below. A request for a flood plain variance for this historically designated house in order to construct the proposed addition with a finished floor elevation of 5.43 feet North American Vertical Datum ("NAVD") in lieu of the 7 foot NAVD required when construction exceeds 50% of the market value of the residence. The following other variances are being requested: 1. Section 134-893 (7): To allow a new 187 square foot one story addition to the west side of the residence and change the existing flat roof of that portion of the house to a higher pitched roof that will require a variance to have a 5.1 foot west side yard setback in lieu of the 12.5 foot minimum required in the R-B Zoning District. 2. Section 134-893 (9): To raise the height of the existing house in the rear from a flat roof to a pitched roof that will raise the height in a setback that is currently 2.5 feet in lieu of the 10 foot minimum required in the R-B Zoning District. 3. Section 134-2179: To convert a one car garage into living space which requires a variance to remove a required garage enclosure. [Applicant's Representative: Maura Ziska Esq] [Landmarks Preservation Commission Recommendation: Implementation of the proposed variances will not cause negative architectural impact to the historically significant building. Carried 7- 0.] [The Landmarks Preservation Commission approved the project. Carried 6-1.]

No ex-parte communications were disclosed.

Attorney Maura Ziska presented the request, and explained this was a flood plain variance, and the first house to be presented as historically designated.

Paul Castro provided staff comments.

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

Motion made by Council Member Moore and seconded by Council President Pro Tem Lindsay, that Variance Z-20-00294 shall be granted and find in support thereof that all criteria applicable to this application as set forth in Section 134.201(a) items 1 through 7 have been met, and providing that the property owner did voluntarily commit that prior to the issuance of a building permit to either provide a recorded utility easement or an easement agreement satisfactory to the town that ensures a recorded easement will be granted if necessary to underground utilities in the area. Motion carried unanimously.

- d. **Z-20-00295 SPECIAL EXCEPTION WITH SITE PLAN REVIEW AND VARIANCE(S)** Zoning District: C-TS Town-Serving Commercial The application of Café L'Europe, Applicant, relative to property located at **331 S COUNTY RD**, legal description on file, is described below. 1) Section 134-1109 (14): Special Exception with Site Plan Review is being requested to relocate 20 seats from the inside 175 seats of Cafe L'Europe and relocate them outside along the sidewalk for dinner. 2) Section 134-1113(5)c: Cafe L'Europe is proposing to add 11 new arched top awnings and add new fabric at existing awning. The new awnings project 3'-0" off the face of the building and the bottom of the awning is 9' -0" above the existing sidewalk. The existing entrance awning projects approximately 10' -0" over the existing sidewalk, the existing frame will remain unchanged, only the fabric is being changed out. A variance is being requested to have 4.75 feet of clear sidewalk (along South County Road) in lieu of the 10 foot minimum required; and to have 7.75 feet of clear sidewalk (along Brazilian Avenue) in lieu of the 10 foot minimum required. [Applicant's Representative: Maura Ziska Esq] [Landmarks Preservation Commission Recommendation: Implementation of the proposed variances will not cause

negative architectural impact to the landmarked building. Carried 7-0.] [The Landmarks Preservation Commission approved the project with conditions relating to the architecture. Carried 7-0.]

Administrative Specialist Churney swore in Keith Spina.

No ex parte communication was disclosed.

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

Zoning Manager Castro provided staff comments. Director of Planning, Zoning and Building Bergman commented the Town had approved some outdoor seating under COVID.

Council President Pro Tem Lindsay confirmed with Attorney Ziska that this was a permanent change. Director Bergman stated this was ADA compliant. Mr. Spina agreed to remove outdoor seating on the side after 10 p.m.

Zoning Manager Castro suggested moving some of the seats on Brazilian to the south on County Road. Mr. Spina stated it was the same landlord and he would investigate the option.

Council Member Moore inquired if this would jeopardize the Town Hall Historic District. Mr. Castro expressed his opinion that it would be appealing to have more outdoor seating near the Town Hall area.

Council Member Moore inquired whether Mr. Alma had any safety issues. Ben Alma, Code Enforcement, stated he was okay with the request.

Mayor Coniglio inquired if the outdoor seating for COVID had been used. Keith Spina responded they had started to use that seating but then rain caused a building disaster and the restaurant had to shut down. The Mayor indicated she would support moving the tables farther south on County Road more than on Brazilian. She suggested having criteria in place in anticipation of more requests of this type.

Council Member Crampton agreed with pushing the seats south on County Road and reducing the hours to 10 p.m.

Council President Pro Tem Lindsay agreed with pushing seats on south on County Road and reducing hours. She also would like the applicant to come back.

Council Member Araskog agreed with allowing seating on Brazilian, but if neighbors complained, the seats needed to be moved to the other side.

Mayor Coniglio asked Director Bergman if there was enough sidewalk width. His response was yes. She felt seating should be moved off Brazilian Avenue. She wanted to work with the neighbors and with the restaurant. Discussion ensued. Town Attorney Randolph gave his opinion this could be approved conditionally.

Council Member Moore commented she would be happier being seated on Brazilian because the sidewalk was wider and there was less traffic. She suggested approval with the applicant to return in 6 months and with 10 p.m. closing.

Council Member Araskog questioned whether seats could be moved inside if it was raining. Zoning Manager Castro responded that option was already available.

Public Comment

John Eubanks, representing the owners at 140, 141 and 149 Brazilian Avenue, expressed objections to the proposed request.

Motion made by Council Member Moore and seconded by Council President Pro Tem Lindsay, that Variance Z-20-00295 shall be granted and find in support thereof that all criteria applicable to this application as set forth in Section 134.201(a) items 1 through 7 have been met, with the caveat that in six months or if complaints that the applicant shall return for review of the situation, and hours of operation for seating on Brazilian Avenue side will cease at 10:00 p.m., and providing that the property owner did voluntarily commit that prior to the issuance of a building permit to either provide a recorded utility easement or an easement agreement satisfactory to the town that ensures a recorded easement will be granted if necessary to underground utilities in the area. Motion carried unanimously.

Motion made by Council Member Moore and seconded by Council Member Araskog, that Special Exception Z-20-00295 shall be granted based upon the

finding that such grant will not adversely affect the public interest and that the applicable criteria set forth in Section 134-229 of the Town Code have been met, and providing that the property owner did voluntarily commit that prior to the issuance of a building permit to either provide a recorded utility easement or an easement agreement satisfactory to the town that ensures a recorded easement will be granted if necessary to underground utilities in the area, and subject to the same conditions outlined in the motion for variance. Motion carried unanimously.

Motion made by Council Member Moore and seconded by Council Member Araskog, that Site Plan Z-20-00295 be approved based upon the finding that the approval of the Site Plan will not adversely affect the public interest; that the Council certifies that the specific zoning requirements governing the individual use have been met and that satisfactory provision and arrangement have been met concerning Section 134-329 items 1 through 11, and providing that the property owner did voluntarily commit that prior to the issuance of a building permit to either provide a recorded utility easement or an easement agreement satisfactory to the town that ensures a recorded easement will be granted if necessary to underground utilities in the area, and with the same caveats as on the prior two motions. Motion carried unanimously.

- e. **Z-20-00296 SITE PLAN REVIEW WITH VARIANCE(S)**
Zoning District: R-C Medium Density Residential The application of Palm Beach Biltmore Condominium Beach Club, Applicant, relative to property located at **100 SUNSET AVE, BLDG 2**, legal description on file, is described below.
1) Section 134-326: A site plan modification with variances to allow a 728 square foot fixed awning addition to the covered patio that currently exists at the Beach Club. The following variances are being requested to construct the following: 2) Section 134- 948(9): To allow the awning which will increase the lot coverage to 38.2% in lieu of the 33.3% existing and the 30% maximum allowed. 3) Section 134-948(7): To allow an east street-side yard setback of 14.83 feet in lieu of the 25 foot minimum required. [Applicant's Representative: Maura Ziska Esq] [The Architectural Review Commission Recommendation: Implementation of the proposed variances will not cause negative architectural impact to the subject property. Carried 7-0.] [The Architectural Review Commission approved the project as presented. Carried 7-0.]

Administrative Specialist Churney swore in Jeff Brasseur.

No ex-parte communications were disclosed.

Maura Ziska, attorney for the applicant, explained the zoning requests for the project.

Zoning Manager Castro provided staff comments.

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

Motion was made by Council Member Crampton, and seconded by Council Member Araskog, that Site Plan Z-20-00296 be approved based upon the finding that the approval of the Site Plan will not adversely affect the public interest; that the Council certifies that the specific zoning requirements governing the individual use have been met and that satisfactory provision and arrangement have been met concerning Section 134-329 items 1 through 11, and providing that the property owner did voluntarily commit that prior to the issuance of a building permit to either provide a recorded utility easement or an easement agreement satisfactory to the town that ensures a recorded easement will be granted if necessary to underground utilities in the area. Motion carried unanimously.

Motion made by Council Member Crampton and seconded by Council President Zeidman, that Variance Z-20-00296 shall be granted and find in support thereof that all criteria applicable to this application as set forth in Section 134.201(a) items 1 through 7 have been met. Motion carried unanimously.

IX. ORDINANCES

A. First Reading

1. ORDINANCE 16-2020

An Ordinance Of The Town Council Of The Town Of Palm Beach, Palm Beach County, Florida, Amending The Town Code Of Ordinances At Chapter 134, Zoning, As Follows: At Article VIII, Supplementary District Regulations, Section 134-1728 Air Conditioning And Swimming Pool Heating Equipment, By Changing The Title; Reorganizing The Regulations; Allowing The Use Of A Neighbor's Concrete Wall For Screening Said Equipment; Providing For A Recorded Agreement With The Town To Build A Screening Wall As Provided For In The Code Should The Neighbor Remove Their Wall; Providing A Maximum Distance That Swimming Pool Equipment Can Be Located From A

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

Town Attorney Randolph read Ordinance 16-2020 into the record by title on first reading.

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

Motion made by Council Member Crampton and seconded by Council President Pro Tem Lindsay, to approve Ordinance 16-2020 on first reading by title only. Motion carried unanimously.

X. ANY OTHER MATTERS

A. Consider Time Extension to Palm House Hotel Settlement Agreement Regarding 90 Days for Compliance

Maura Ziska, attorney for the owners of The Palm House Hotel, explained the time extension request.

Town Attorney Randolph further clarified Ms. Ziska's request.

Ms. Ziska stated the request would be 18 months from the time of building permit.

Motion made by Council Member Moore and seconded by Council Member Crampton, to approve the 18-month extension from the day of the building permit. Motion carried unanimously.

XI. ADJOURNMENT

The meeting was adjourned at 1:03 p.m. upon motion by Council Member Moore, seconded by Council President Pro Tem Lindsay, without benefit of a roll call.

APPROVED:

Margaret Zeidman, Town Council President

ATTEST:

Kelly Churney, Administrative Specialist

TOWN OF PALM BEACH

Town Council Meeting on: December 8, 2020

Section of Agenda

Minutes

Agenda Title

Approval of Major Matters Considered by the Architectural Review Commission at its Meeting of November 20, 2020.

Presenter

Wayne Bergman, Director of Planning, Zoning and Building

ATTACHMENTS:

- ▣ **Memorandum Dated November 24, 2020 from Wayne Bergman, Director of Planning, Zoning and Building**
- ▣ **Minutes of the Architectural Review Commission Meeting of November 20, 2020**

TOWN OF PALM BEACH

Information for Town Council Meeting on: December 8, 2020

To: Mayor and Town Council

Via: Kirk Blouin, Town Manager

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

Re: Approval of the Architectural Commission Meeting Action Minutes of November 20, 2020

Date: November 24, 2020

STAFF RECOMMENDATION

Staff recommends that the Town Council approve the major items that were approved by ARCOM at the regularly scheduled meeting of November 20, 2020.

BOARD OR COMMISSION RECOMMENDATION

The Architectural Commission recommends that the Town Council approve the major items that were considered at the regularly scheduled meeting of November 20, 2020.

GENERAL INFORMATION

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

Attachment

kmc



TOWN OF PALM BEACH

PLANNING, ZONING AND BUILDING DEPARTMENT

MINUTES OF THE REGULAR ARCHITECTURAL REVIEW COMMISSION MEETING HELD ON FRIDAY, NOVEMBER 20, 2020

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

I. CALL TO ORDER

Mr. Small called the meeting to order at 9:01 a.m. All members participated via Zoom Webinar due to the COVID-19 situation.

II. ROLL CALL

Michael B. Small, Chairman	PRESENT
Robert N. Garrison, Vice Chairman	PRESENT
Alexander C. Ives, Member	PRESENT
Maisie Grace, Member	PRESENT
John David Corey, Member	PRESENT
Betsy Shiverick, Member	PRESENT
Jeffrey Smith, Interim Member	PRESENT
Katherine Catlin, Alternate Member	PRESENT
Dan Floersheimer, Alternate Member	PRESENT
Edward A. Cooney, Alternate Member	PRESENT

Staff Members present were:

Wayne Bergman, Director of Planning, Zoning and Building
Paul Castro, Zoning Manager
Laura Groves van Onna, Historic Preservation Planner
Kelly Churney, Secretary to the Architectural Review Commission
Bradley Falco, Zoning Technician
John Randolph, Town Attorney

III. PLEDGE OF ALLEGIANCE

Chairman Small led the Pledge of Allegiance.

IV. **RULES OF ORDER AND PROCEDURE**

Mr. Small congratulated Mr. Smith on his recent appointment to the Commission. He also thanked the Town Council and staff for allowing the Commission to meet virtually.

Mr. Small reviewed the administrative procedures for the meeting.

Mr. Small stated that the topic of demolition would be on the December 9, 2020 Town Council agenda.

V. **APPROVAL OF THE MINUTES FROM THE OCTOBER 28, 2020 MEETING**

Motion made by Mr. Garrison and seconded by Mr. Corey to approve the minutes from the October 28, 2020 meeting. Motion carried unanimously.

VI. **APPROVAL OF THE AGENDA**

Mr. Small announced the following changes to the agenda:

Deferral of B-043-2020, 1045 S. Ocean Blvd. to the December 18, 2020 Meeting

Deferral of B-063-2020, 160 Royal Palm Way to the December 18, 2020 Meeting

Deferral of A-040-2020 130 Sunrise Ave., PH 1 to the December 18, 2020 Meeting

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

Mr. Bergman stated that staff would like to recommend the deferral of B-074-2019, 125 Worth Avenue to the December meeting as an informal project at a time certain.

Mr. Garrison agreed with Mr. Bergman's request.

Mr. Corey was troubled that the project had lingered for so long and had not been presented to the Commission. He requested that the project be presented. He thought that the online forum was successful and the Commission should hear the project.

Mr. Ives agreed with Mr. Corey. He thought the current meeting process worked and the project had been lingering over a year. He thought discussions should be heard.

Ms. Catlin agreed with Messrs. Ives and Corey. She thought that the virtual platform allowed for more participants.

Ms. Grace agreed with Mr. Garrison and thought that while many can access the virtual meeting, it did not work for everyone. She thought the project should be presented in person so that more citizens could participate.

Mr. Cooney thought the Zoom platform was successful and allowed for better participation.

Ms. Shiverick thought a discussion of the project was a good idea.

Town Attorney Randolph understood that both parties were requesting the project to be deferred to the December 18, 2020 meeting. He also understood that the applicants were requesting an informal meeting so that comments could be heard. Mr. Randolph recommended that the Commission defer the project to the December meeting.

Robert Frisbie, applicant, provided a history of the project and stated that the design team was ready to present or would be happy to defer to the December meeting.

Mr. Small inquired if the applicant had any objections to being deferred to at the December meeting at a time certain. Mr. Frisbie stated he would be happy to move forward at the wishes of the Commission.

Jamie Crowley, attorney for the applicant, stated his recommendation would be to hear the project informally at the December 18, 2020 meeting.

Motion made by Mr. Corey and seconded by Mr. Garrison to defer project B-074-2019, 125 Worth Avenue to the December meeting as an informal project at a time certain on the agenda. Motion carried 5-2, with Mr. Ives and Ms. Shiverick opposed.

VII. PROJECT REVIEW

A. CONSENT AGENDA OF MINOR PROJECTS

1. A-042-2020 Shutters
Address: 246 Tangier Ave.
Applicant: Robert S. Honeyman, Jr.
Professional: Jeffrey Tollison/All American Shutters
Project Description: Installation (1) manual roll up, (1) Impact Colonial and (1) Accordion.

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

2. A-054-2020 Landscape/Hardscape
Address: 238 Plantation Rd.
Applicant: Francesca Murray
Professional: Steve West/Parker Yannette Design Group
Project Description: Landscape and hardscape renovation plan.

Call for disclosure of ex parte communication.

3. A-055-2020 Modifications
Address: 210 Wells Road
Applicant: 341 Garden Road OPCO LLC (Gregory Borchardt, Member)
Professional: LaBerge & Menard Inc.
Project Description: Remove and replace windows with new impact rated.
Modifications to East, South and West elevations. Removal of South Loggia roof,

replace with open trellis. Partially enclose courtyard loggia for new breakfast room. Add to breezeway and enclose with a covered entrance.

4. A-059-2020 Modifications

Address: 402 Primavera Way

Applicant: Tom and Lillian O'Malley

Professional: LaBerge & Menard Inc.

Project Description: Add gate and decorative fountain at the entry courtyard.

5. A-061-2020 Modifications

Address: 105 Casa Bendita

Applicant: Atherton Property Trust (Robert Finnegan, Trustee)

Professional: Keith Williams/Nievera Williams Design

Project Description: New pool, generator, and rear hardscape. Replacement of rear site wall. New planting throughout.

6. A-065-2020 Awning

Address: 227 Angler Ave.

Applicant: Mary and Byron Thomas

Professional: Keith Williams/Nievera Williams Design

Project Description: Replace awning with pergola at rear of the property. Not visible from the right-of-way.

7. A-067-2020 Modifications

Address: 240 West Indies Dr.

Applicant: G240 West Indies LLC (Jordana Getreu)

Professional: MHK Architecture & Planning

Project Description: Street facing windows to be replaced with matching windows. Minor modifications and replacement of existing doors and windows along sides and rear elevation. Partial enclosure of an existing loggia of approx. 250'. No modifications are visible from the street. No additions or modifications to existing building envelope.

8. A-069-2020 Landscape/Hardscape

Address: 1055 North Ocean Blvd.

Applicant: William Rickman, Jr.

Professional: Mario Nievera/Nievera Williams Design

Project Description: Landscape as built plans and related hardscape adjustments.

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

9. A-070-2020 Modifications

Address: 870 S. Ocean Blvd.

Applicant: Invest Komfort, LLC

Professional: Pat Segraves/SKA Architect + Planner

Project Description: Revising two facades to previously existing windows and doors neither changed nor replaced from ARCOM approval in 2016.

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

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

B. ITEMS PULLED FROM CONSENT AGENDA

A-042-2020 Shutters

Address: 246 Tangier Ave.

Applicant: Robert S. Honeyman, Jr.

Professional: Jeffrey Tollison/All American Shutters

Project Description: Installation (1) manual roll up, (1) Impact Colonial and (1) Accordion.

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

Ralph Alparone, professional for the applicant, presented the proposed project.

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

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

Mr. Cooney inquired about the roll up shutter at the front entrance to the home. Mr. Alparone responded.

Mr. Corey inquired if staff was aware that the shutters were installed prior to the Commission's approval. Ms. Van Onna responded. Mr. Corey expressed concern that there may be a loop hole to circumvent Commission approval.

Mr. Catlin expressed concern for the roll up shutter over the front door and questioned its appropriateness.

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

A-069-2020 Landscape/Hardscape

Address: 1055 North Ocean Blvd.

Applicant: William Rickman, Jr.

Professional: Mario Nievera/Nievera Williams Design

Project Description: Landscape as built plans and related hardscape adjustments.

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

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

Mr. Rickman, owner, described the conditions of his site and discussed the reasons for his request.

Pat Segraves, architect for the project, stated he discussed the project with Mr. Castro and Ms. Van Onna.

Mr. Rickman stated he has improved the amount of the impervious surface from the site prior to his renovation.

Ms. Van Onna and Mr. Castro provided staff comments.

Mr. Corey expressed concern that the proposed plans were an as built plan. Mr. Corey requested renderings for the proposed and as built plans. Mr. Williams showed the Commission the renderings and further explained the plans. Mr. Corey did not believe he had enough information to make a decision on the project. He also expressed concern for the synthetic turf proposed.

Ms. Shiverick agreed with Mr. Corey on the synthetic turf issue and thought native plants could be used.

Mr. Smith also expressed a concern for the synthetic turf and stated it would not count into the green space. Mr. Williams responded.

Mr. Rickman addressed the seawall and the reasons for the synthetic turf. He also discussed the reason the Palm trees were moved from the south side of the property.

Ms. Catlin requested different material other than synthetic turf.

Mr. Floersheimer thought there could be a different solution other than synthetic turf.

Mr. Small shared Mr. Corey's concerns and stated he had an issue with items that are installed without approval.

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

Mr. Rickman stated he would install pavers and discussed all of previously planted material that had been lost to date. He discussed, what he believed, were his two options.

Motion made by Mr. Corey and seconded by Ms. Shiverick to defer the project to the December 18, 2020 meeting with the caveat that full approved and proposed renderings and correct plans are submitted and that the native calculations are provided. Motion carried unanimously.

A-070-2020 Modifications

Address: 870 S. Ocean Blvd.

Applicant: Invest Komfort, LLC

Professional: Pat Segraves/SKA Architect + Planner

Project Description: Revising two facades to previously existing windows and doors neither changed nor replaced from ARCOM approval in 2016.

Mr. Bergman stated that the Town had received a request from the owner for a one month deferral for the project. Mr. Segraves confirmed the request.

Motion made by Mr. Corey and seconded by Mr. Ives to defer the project to the December 18, 2020 meeting. Motion carried unanimously.

C. DEMOLITIONS AND TIME EXTENSIONS

NONE

D. MAJOR PROJECTS – OLD BUSINESS

1. B-074-2019 Additions & Modifications

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

Address: 125 Worth Avenue

Applicant: 125 Worth Partners LLC

Professional: Jose Luis Gonzalez Perotti/Portuondo Perotti Architects

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

ZONING INFORMATION: A request for Site Plan Review modification approval for revitalization, renovation and expansion of the 45-year-old nonconforming commercial building located at 125 Worth Avenue in the C-WA zoning district. The building will be completely renovated architecturally using design themes found in the Worth Avenue Design Guidelines. In addition, a two-story addition is being proposed on the east end of the property. To make this project financially feasible, the owners are requesting to demolish and rebuild the existing fourth story and expand its footprint to add four residential units. In addition to the Site Plan Review proposed modifications, the applicant is requesting the following Special Exceptions and Variances required to complete the project: 1. Per Section 134-1163(8)b., a special exception for a two-story and fourth-story addition. The existing building is four stories but it is being expanded. 2. Per Section 134-2182(b), a special exception for on-site shared parking, subject to a professional shared

parking analysis. 3. Per Section 134-419, a variance to allow an expansion of an existing nonconforming building by increasing the height from 53 feet in lieu of the 49 feet 2 inches existing and the 25-foot maximum allowed by code. 4. Section 134-419, a variance to allow an expansion of an existing nonconforming building by increasing the overall building height to 63 feet 4 inches in lieu of the 53 feet 8 inches existing and the 35-foot maximum allowed by current code. 5. Per Section 134-419, a variance to allow an expansion of an existing nonconforming building by increasing the existing air-conditioned floor area of the fourth story to 13,212.9 square-feet from 3,448.75 square-feet existing. An open fourth story trellis of 5,433 square-feet is also proposed in this application and included in the calculation of lot coverage, below. There is an existing exterior fourth floor covered area of approximately 3,290 square-feet in addition to the existing air-conditioned floor area on the fourth story of the building. 6. Per Section 134-1163(5), variance to allow a minimum front yard setback of 1-foot 1 inch for portions of the building in lieu of the 5 feet existing and the 5 feet minimum required on the private property. The sidewalk is required to be a minimum of 10 feet wide and this proposal is a minimum of 8 feet 2 inches in the area where the sidewalk is only 1 foot 1 inch wide on private property. 7. Per Section 134-1163(9)b., variance for lot coverage of 71% on the first floor in lieu of the 57% existing and the 35% maximum allowable. 8. Per Section 134-1163(9)b., variance for lot coverage of 66% on the second floor in lieu of the 57% existing and the 35% maximum allowed for second story. 9. Per Section 134-1163(9)b., variance for lot coverage of 54% on the fourth floor in lieu of the 20% existing and the 35% maximum allowable by code.

Project history:

December 2020 – Deferred to February 26, 2020 at request of applicant.
 February 2020 – Deferred to March 25, 2020 at request of attorney & (neighbors).
 March 2020 – Deferred to April 29, 2020 due to COVID-19
 April 2020 – Deferred to May 27, 2020 due to COVID-19
 May 2020 – Deferred to June 24, 2020 at request of attorney (neighbors request).
 June 2020 – Deferred to July 29, 2020 at request of attorney (neighbors request).
 July 2020 – Deferred to November 20, 2020 at request of attorney.

Please note: This item was deferred to the December 18, 2020 meeting after the Approval of the Agenda, Item VI.

2. **B-043-2020 Addition**

Address: 1045 S. Ocean Blvd.
 Applicant: Kerry Vickar (Lionel Kerrin Vickar)
 Professional: Roger Janssen/Dailey Janssen Architects
 Project Description: New construction of a two story addition with basement.
 New pool and pool deck. New hardscape and landscape, including civil/storm water management.

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

Please note: This item was deferred to the December 18, 2020 meeting at the Approval of the Agenda, Item VI.

3. **B-048-2020 New Construction**

Address: 257 Sanford Ave.

Applicant: Mary Bryant McCourt
Professional: Patrick Ryan O'Connell/Patrick Ryan O'Connell Architect, LLC
Project Description: Construction of a new two-story single family residence, landscape, hardscape and pool.

A motion carried at the August meeting to defer the project to the October 28, 2020 meeting in accordance of the comments from the Commissioners, which included concerns for scale and the way the sections related to each other, the fenestration, details needed restudied, too busy for the street, not in harmony with the rest of the homes. A motion carried at the October meeting to defer the project to the November 20, 2020 meeting with Commissioners questioning the portico, whether the style was in line with other homes on the street, the vertically of the home and whether it was charming enough for the street.

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

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

Mr. O'Connell discussed the overall changes that had been made to the design.

Rafael Portuondo, Portuondo Perotti Architects, presented the architectural modifications proposed for the new residence.

Mr. O'Connell showed the Commission paint samples.

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

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

Mr. Garrison was in favor of the improvements.

Mr. Ives still had concerns but thought the changes helped the home fit in the area.

Ms. Grace requested a few fenestration changes.

Mr. Smith inquired about the timeline of the proposed demolition. Mr. O'Connell responded. Mr. Smith requested the maintenance of the pool and any white fly issues until demolition.

Mr. Floersheimer was in favor of the changes and of Ms. Grace's recommendations for the fenestration changes.

Mr. Castro provided staff comments relating to zoning issues.

Motion made by Mr. Garrison and seconded by Mr. Smith to approve the project as presented with the caveat that the cubic content ratio is resolved and that the project has met the criteria for approval listed in section 18-205 of the Town's code of ordinances. Motion carried unanimously. This application was approved with the condition that prior to the issuance of a building permit, the applicant shall either dedicate and record a utility easement, or enter into an agreement ensuring said easement, if necessary to facilitate utility undergrounding in the area.

Please note: A short break was taken at 10:26 a.m. The meeting resumed at 10:40 a.m.

4. B-056-2020 New Construction

ARCOM TO MAKE RECOMMENDATIONS RELATIVE TO VARIANCE(S)

Address: 756 Hi Mount Road

Applicant: Hi Mount LLC (Maura Ziska)

Professional: Ken Tate/Ken Tate Architect

Project Description: New one and two story plus sub-basement Mediterranean Revival Style single family residence with raised rear landscape terrace and fountain.

A motion carried at the September meeting to defer the project to the October 28, 2020 meeting in accordance with the comments from the Commissioners, which included how massive the home appeared from the Lake Trail, questioned the tower element, and a restudy of the gable on the northwest portion. A motion carried at the October meeting to defer the project to the November 20, 2020 meeting at the request of the professional.

ZONING INFORMATION: The applicant is proposing a new 8,327 square foot, two story residence on the subject property that will require the following variances: 1) Section 134-895(1): A chimney with a height of 13.56 feet in lieu of the 8.8 foot maximum allowed; 2) Section 134-8893(11): A lot coverage of 33% in lieu of the 30% maximum allowed for a two story residence in the R-B Zoning District; 3) Section 134-1: The proposed sub-basement is under the confines of the building above it and also below the lowest grade of the public street (Hi Mount Road) in front of the lot, however, it is not completely underground. A variance is being requested to allow a proposed sub-basement where a portion is not completely underground as there is a substantial change of grade from Hi Mount Road to Lake Trail. 4) Section 134-1670(c): A height of the retaining wall along the north property line to be 11.03 at its maximum height in lieu of the 7 foot maximum allowed. 5) Section 134-1670(c): A retaining wall at the northwest corner of the house, in the side yard within 10 feet of the property line that is at 14 feet in height in lieu of the 10 foot maximum from adjacent grade.

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

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

Maura Ziska, attorney for the owner, provided an overview of the project, explained the changes in the zoning requests and advocated for a positive recommendation to the Town Council.

Mr. Tate presented the architectural revisions proposed for the new residence.

Jorge Sanchez, SMI Landscape Architecture, presented the landscape and hardscape revisions proposed for the new residence.

Mr. Small called for public comments.

Jamie Crowley, attorney for Robert and Christina Baker, thanked the design team for making the modifications. He stated that based on the representation from Maura Ziska, who indicated that the many of the items would not be seen from his client's side of the property, his clients do not have any objections with the proposed plans. Mr. Crowley stated that he requested that the proposed generator would be moved away from his client's property, to which Ms. Ziska agreed. He also encouraged the allowance of extended construction hours during the summer months so that the contractor would meet the 18 month timeline.

Ms. Ziska stated she could not commit to the relocation of the generator. Mr. Sanchez stated he would need to discuss the possibility with his clients.

Mr. Crowley stated he would need to see the proposed plans for the generator.

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

Mr. Castro provided staff comments relating to zoning issues.

Mr. Garrison thought the project fit into the community with the changes.

Mr. Ives supported the project and thought it was in keeping with the area.

Ms. Grace was in favor of the changes and thought the project was successful. Her only concern was that people would not be able to view the home from the Lake Trail because it was so heavily landscaped.

Mr. Corey thought the changes were an improvement to the design. Mr. Corey inquired about the tower feature and questioned if the area was unresolved. Mr. Corey thought some taller landscape should be planted on the western side of the property for shade purposes.

Ms. Shiverick was very happy with the changes and stated she would support the project.

Mr. Floersheimer still questioned the tower feature and the size of the proposed basement. He questioned if the generator could be located in the basement. Mr. Tate stated he would have to investigate the recommendation.

Many of the Commissioners were supportive of the project.

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

5. B-059-2020 New Construction

Address: 125 El Bravo Way

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

Professional: MP Design and Architecture Inc.

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

A motion carried at the September meeting to defer the project to the October 28, 2020 meeting due to concerns such as the front entrance was too massive, the fenestration, the house was too bulky, lack of charm, the garages on the front of the home, not in harmony with the neighborhood. A motion carried at the October meeting to defer the project to the November 20, 2020 meeting at the request of the professional.

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

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

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

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

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

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

Mr. Garrison was in favor of the changes and thought they were an improvement. Mr. Garrison spoke highly of the proposed landscape plan.

Mr. Ives agreed with Mr. Garrison on the landscape plan. Mr. Ives was thought the architectural changes were good. He questioned the pediment but otherwise was supportive of the project.

Ms. Grace thought the previous design of the home was charming but thought the new design was statelier and fit more into the neighborhood.

Mr. Corey was in favor of the landscape plan but questioned the fountain against the property line. Mr. Williams responded. Mr. Corey thought the new design was cleaner than the previous whimsical design. He still questioned the mass from the street and the front pediment. He thought some improvement could be made to the front of the front. He also was concerned with the way the garage protruded into the front of the lot. He suggested a change to the roof over the pergola. Mr. Corey thought these items needed to be deferred.

Ms. Shiverick thought the previous design had more charm than the newly, proposed design. She agreed with many of Mr. Corey's suggestions, including the front entrance pediment. She also liked Mr. Corey's suggestion to the change in the garage design. Ms. Shiverick was in favor of the landscape design.

Mr. Smith liked the proposed style of the home but thought a cement tile was a better choice over the wood shake. He made a suggestion for the front pediment. Mr. Smith was in favor of the landscape design.

Ms. Catlin liked the home but agreed with the comments on the front pediment. She thought the home would be a great addition to the street.

Mr. Cooney thought the proposed style was more in keeping with the street. He agreed with the comments on the pediment and garage design.

Mr. Small agreed with the other Commissioners and thought the design was more in line with the neighborhood. He thought a change in the front pediment and the garage design would be appropriate. Mr. Small was in favor of the landscape design.

Mr. Corey questioned the transoms on the first floor and suggested changes to the fenestration. Ms. Shiverick agreed.

Mr. Perry addressed some of the comments of the Commissioners.

Motion made by Mr. Garrison and seconded by Mr. Smith to approve the project as presented with the caveat that the following items are restudied and will return to the December 18, 2020 meeting: front entrance pediment, the windows and a change in the roof material to a flat, white concrete tile and that the project has met the criteria for approval listed in section 18-205 of the Town's code of ordinances. Motion failed 3-4, with Mses. Grace, Shiverick and Messrs. Corey and Small opposed.

Motion made by Mr. Corey and seconded by Ms. Shiverick to defer the project for one month, to the December 18, 2020 meeting for a restudy of the front entrance pediment, the windows, the roof material, the garage design and the roof over the pergola. Motion carried 6-1, with Mr. Garrison opposed.

6. B-061-2020 New Construction

Address: 165 Seaspray Ave.

Applicant: M2B Properties LLC (Gregory L. Palmer, Agent)

Professional: Gregory L. Palmer/Harrison Design

Project Description: New Construction of a single family residence on an open lot.

A motion carried at the October meeting to defer the project to the November 20, 2020 in accordance with the comments from the Commissioners, which questioned the lack of character, charm and identity of the design and whether the rear of the home could be separated into its own cottage.

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

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

Mr. Palmer presented the architectural revisions proposed for the new residence.

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

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

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

Mr. Garrison was in favor of the changes to the front of the home. He questioned the landscaping in the rear of the home. Mr. West responded. A short discussion ensued about the rear landscaping.

Mr. Ives stated that with the changes, he still felt that the home had an unresolved identity. He questioned if the design was a missed opportunity for the street.

Ms. Grace was in favor of the changes that had been made. However, she thought there was a lack of compatibility between the small structures and the main house. She wished the windows on the front were more vertical in their approach.

Mr. Corey thought the house was charming and fit into the area. He also was in favor of the landscape plan.

Ms. Shiverick agreed with Mr. Ives and thought an opportunity was being missed in the design. She questioned the clapboard versus the stucco. She questioned the dark grey for the driveway. She also requested to see the blue color for the shutters. She thought the design would be more fitting in the cottage style.

Mr. Smith did not have any issues with the design.

Ms. Catlin did not have any issues and thought the home worked fine for the area. Mr. Floersheimer agreed.

Mr. Small thought the project was improved and fit on the street.

Motion made by Mr. Corey and seconded by Mr. Smith to approve the project as presented and that the project has met the criteria for approval listed in section 18-205 of the Town's code of ordinances. Motion carried 4-3, with Ms. Shiverick, Grace and Mr. Ives opposed. This application was approved with the condition that prior to the issuance of a building permit, the applicant shall either dedicate and record a utility easement, or enter into an agreement ensuring said easement, if necessary to facilitate utility undergrounding in the area.

7. B-063-2020 Modifications

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

Address: 160 Royal Palm Way

Applicant: LR Palm House LLC (Maura Ziska)

Professional: Michael Sean McLendon/Cooper Carry

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

walkway leading to the existing Function Room. Fenestration requiring replacement will be replaced with similar windows and doors.

A motion carried at the September meeting to defer the project to the October 28, 2020 meeting in accordance with the comments of the Commissioners, which included concern for the gazebo-typed dome structure in the courtyard, the structure for existing the lobby on the interior south elevation, the curtains on the front of the structure, the crowding of elements in the courtyard, the trash location needed resolution, and improvements needed in the porte cochère element. A motion carried at the October meeting that implementation of the proposed variances will not cause negative architectural impact to the subject property. A second meeting carried to approve the project as presented with the caveat that the landscape, service gate and paint colors would return to the November 20, 2020 meeting in accordance with the comments from the Commissioners.

Please note: This item was deferred to the December 18, 2020 meeting at the Approval of the Agenda, Item VI.

E. MAJOR PROJECTS – NEW BUSINESS

1. B-064-2020 Additions/Modifications

Address: 260 Nightingale Trail

Applicant: David Canepari

Professional: Keith Spina/Spina O'Rourke

Project Description: The renovation of the existing 3,274 sf one-story residence to include new exterior building color, shutter color, roof material, garage door and detail trim work. The addition of 120 sf one-story kitchen addition on the north side of Nightingale Trail. Associated landscape.

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

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

Nelo Freijomel, Spina O'Rourke, presented the architectural modifications proposed for the existing residence.

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

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

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

Mr. Garrison was in favor of the changes but questioned the proposed garage door and the darkness of the proposed slate roof. Mr. Ives agreed.

Ms. Grace was in favor of the project.

Mr. Corey was in favor of the project but would rather see a white roof.

Ms. Shiverick was in favor of the project. She suggested using a more gray material rather than the black roof material proposed.

Mr. Smith supported the project.

Many of the Commissioners were in favor of the project.

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

Please note: A lunch break was taken at 12:34 p.m. The meeting resumed at 1:00 p.m. Upon roll call, all were in attendance with the exception of Messrs. Corey, Ives and Ms. Grace. Messrs. Corey and Ives returned at 1:02 p.m. Ms. Grace returned at 1:03 p.m.

2. B-065-2020 Modifications

Address: 223 Monterey Road

Applicant: Michael Peacock

Professional: Roger Hansrote/ACI

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

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

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

Roger Hansrote, Architectural Consultants Inc., presented the architectural modifications proposed for the existing residence.

Adam Mills, Environment Design Group, presented the landscape and hardscape revisions proposed for the existing residence.

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

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

Ms. Grace was happy to see the renovation of the small home on the north end. She was in favor of the proposed landscape plan.

Several of the Commissioners were in favor of the renovations.

Ms. Shiverick recommended keeping the shutters on the home, possibly in a green color. She was supportive of the project.

Mr. Smith did not see an improvement to the home but was in favor of the landscape plan. Ms. Catlin and Mr. Floersheimer agreed.

Mr. Cooney agreed that the shutters should remain on the home and was in favor of the landscape plan.

Mr. Small thought the existing home had more charm rather than the proposed improvements.

Ms. Grace inquired if the change had already been made to the roof. Mr. Hansrote responded.

Mr. Cooney stated that he believed the new windows were already installed. Mr. Hansrote confirmed that this was the case.

A discussion ensued about a possible motion.

Motion made by Mr. Corey and seconded by Mr. Garrison to defer the project for one month, to the December 18, 2020 meeting to respond to the comments made by the Commissioners and with the direction that no further work is to be done to the property. Motion carried unanimously.

3. B-070-2020 Additions/Modifications

Address: 109 El Mirasol

Applicant: 109 El Mirasol Drum Set Trust (Maura Ziska, Trustee)

Professional: MP Design and Architecture, Inc.

Project Description: Additions and renovations to the existing two-story residence. New hardscape, landscape and pool.

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

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

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

Mario Nievera, Nievera Williams Design, presented the landscape and hardscape revisions proposed for the existing residence.

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

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

Mr. Garrison supported the project.

Mr. Ives was in favor of the landscape plan. Mr. Ives questioned the fountain feature in relationship to the renovated home and stated he could not support the project.

Ms. Grace thought the renovation was positive. She stated she would prefer white windows and doors rather than the bronze proposed. She questioned the fenestration on the north and south elevation.

Mr. Corey questioned if a window or a balcony was proposed on the rear façade. Mr. Perry stated that French doors and a Juliet balcony was requested. Mr. Corey thought the landscape plan was fine but questioned the six Coconut Palms on the street.

Ms. Shiverick thought the architectural changes were an improvement. She was in favor of the landscape plans as well.

Mr. Smith thought the renovation was a vast improvement to the existing home.

Ms. Catlin was supportive of the project.

Mr. Small thought the front door was understated but was supportive of the remainder of the project.

Motion made by Ms. Grace and seconded by Mr. Garrison to approve the project as presented with the condition that the north and south windows are changed from horizontal to vertical panes and that the project has met the criteria for approval listed in section 18-205 of the Town's code of ordinances. Motion carried 5-2, with Messrs. Ives and Small opposed. This application

was approved with the condition that prior to the issuance of a building permit, the applicant shall either dedicate and record a utility easement, or enter into an agreement ensuring said easement, if necessary to facilitate utility undergrounding in the area.

4. B-071-2020 New Construction

Address: 1332 N. Ocean Blvd.

Applicant: 1332 Ocean Trust (Guy Rabideau, Trustee)

Professional: Peter Papadopoulos/Smith and Moore Architects, Inc.

Project Description: New two-story residence. New swimming pool. Final landscape and hardscape.

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

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

Peter Papadopoulos, Smith and Moore Architects, Inc., presented the architectural modifications proposed for the existing residence.

Jorge Sanchez, SMI Landscape Architecture, presented the landscape and hardscape revisions proposed for the existing residence. Claudia Visconti, SMI Landscape Architecture, added further explanation of the plans.

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

Mr. Small called for staff comments. Mr. Castro responded to the comment regarding the screening of street side parking. Ms. Van Onna provided further staff comments.

Mr. Garrison thought the home took advantage of the site and the landscaping enhanced the site. He was very supportive of the project.

Mr. Ives stated the entire project was delightful. Mr. Ives was sympathetic to Mr. Sanchez's comments regarding street side parking.

Ms. Grace thought the home stood out for the area but was very attractive, stately and had nice detailing. She questioned the pergola design and was sympathetic to Mr. Sanchez's comments. She questioned whether a variance should be sought to open up the landscaping. She also questioned the black balconies but was supportive of the project.

Mr. Corey thought the design of the home was exceptional and beautiful. He was very supportive of the project. He was supportive of the landscape plan but

questioned the low plantings on the north side of the home. Ms. Visconti responded.

Ms. Shiverick agreed with Mr. Corey. She requested higher plantings on the east side of the home outside of the family room. Mr. Sanchez responded.

Ms. Shiverick inquired about the Code provision to screen parking from the street. Mr. Castro responded.

Mr. Smith and Ms. Catlin were in favor of the home.

Mr. Floersheimer inquired about the inspiration for the home. Mr. Papadopoulos responded.

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

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

F. MINOR PROJECTS – OLD BUSINESS

1. A-024-2020 Solar Panels

Address: 159 Seaspray Ave.

Applicant: Eric Leiner

Professional: Manuel Siques/Go Solar Power

Project Description: Solar PV System Roof Mount and Interconnection.

A motion carried at the August meeting to defer the project to the October 28, 2020 meeting due to lack of detailed plans and no notice to the neighbors. A motion carried at the October meeting to defer the project to the November 20, 2020 meeting as no presentation and mini-set were received.

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

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

Mr. Small inquired about the new location of the panels if some of the panels on the east roof were removed. Mr. McInerney responded.

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

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

Mr. Garrison thought the Commission should be hesitant to allow panels on sloped roofs that face neighbors.

Mr. Ives thought maybe the Town should come up with more direction for solar panels. He also suggested that the Town Council come up with some guidance on solar panel applications. Since the panels were functional, he believed there was only so many aesthetic options for the them.

Ms. Grace believed it was not aesthetically pleasing to see solar panels so she was not supportive of the request.

Mr. Corey stated he was sympathetic to the neighbors but he did not believe they would be seen from the street and from the neighbors. He was torn.

Ms. Shiverick agreed with Ms. Grace and did not support the request.

Mr. Smith thought the panels were fine on flat roofs but were not appropriate for sloped roofs.

Ms. Catlin agreed with Mr. Smith. She also thought more information on the Tesla panels would be nice.

Mr. Floersheimer thought the Commission should balance climate change versus aesthetics. Mr. Floersheimer inquired about the functionality of the panels. Mr. McInerney responded.

Mr. Cooney shared the aesthetic concerns and requested to hear from the neighbor.

Mr. Small thought the panels were acceptable for the flat roof but not for the sloped roof.

David Williams, 145 Seaspray Avenue, expressed his objections to the panels on the sloped roof.

Mr. Small inquired about any flat spaces on the south side of the home. Mr. McInerney responded.

Motion made by Mr. Ives and seconded by Mr. Corey to defer the project for one month, to the December 18, 2020 meeting, for a restudy of the solar panels to be placed only on the flat sections of the roof and that the panels are not visible from the street and/or neighbors regardless of landscaping. Motion carried unanimously.

2. A-040-2020 Awnings

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

Address: 130 Sunrise Ave., PH 1

Applicant: Elaine Hirsch

Professional: Jeffrey Brasseur/Brasseur & Drobot Architects

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

A motion carried at the October meeting to defer the project to the November 20, 2020 meeting at the request of the attorney.

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

Please note: This item was deferred to the December 18, 2020 meeting at the Approval of the Agenda, Item VI.

G. MINOR PROJECTS – NEW BUSINESS

1. A-048-2020 Modifications

Address: 230 Atlantic Ave.

Applicant: Linda Saligman

Professional: Albert Jacob/Larch Designs Plus

Project Description: Interior remodel to include new kitchen, master bath and closet. New front staircase with new interior doors and trim throughout. New front façade to include double front door and single window above, along with new garage door to replace existing single car garage doors.

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

Mr. Jacob presented the architectural, landscape and hardscape modifications proposed for the existing residence.

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

Mr. Small called for staff comments. Mr. Castro provided staff comments relating to zoning. Ms. Van Onna provided further staff comments.

Mr. Garrison stated he preferred the existing elevations rather the proposed. He suggested a deferral of the project so the professional could bring back all of the relevant information.

Mr. Ives was supportive of the landscape plan. He suggested beefing up the shaded area and questioned the size of the water wall. He suggested fulling committing to one style with the change in the front façade.

Ms. Grace was in favor of simplifying the front exterior but she was not in favor of the large arch proposed. She suggested using more design in the garage door.

Mr. Corey questioned whether the proposed arch worked with the rest of the home. He was in favor of the existing two, single car garage doors rather than the double proposed. He thought the professional needed to move forward with one design style.

Ms. Shiverick agreed with Mr. Corey. She inquired about the driveway wall and swirls proposed. Mr. Jacob responded.

Mr. Smith stated he preferred the existing façade and was not in favor of the front wall and piers.

Ms. Catlin was not in favor of the redesign of the front façade or the fenestration changes.

Mr. Floersheimer thought there should be consistency in the fenestration changes. He expressed concern for the amount of impervious surfaces and suggested reducing the water wall.

Mr. Cooney thought the existing home was better than the proposed. He expressed concern about the size of the water wall as well as the front wall and piers.

Mr. Small was not in favor of the redesign of the front façade.

Motion made by Mr. Ives and seconded by Mr. Garrison to defer the project for one month, to the December 18, 2020 meeting, for a restudy in accordance of the comments from the Commissioners. Motion carried unanimously.

2. A-058-2020 Dock

Address: 630 Island Dr.

Applicant: Island Drive Realty Trust (Mark Biondi, Trustee)

Professional: Coston Marine Services Inc.

Project Description: Install an “L” shaped dock measuring 22’ long x 8’ wide access pier to a 55” long x 8’ wide “L” shaped pier head. Install an 8 piling

aluminum boat lift on the outside of the “L” dock. Install small lights on piling, face down, to shine on the deck. Install power pedestal for boat.

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

Mr. Small asked about the reason that docks were now being reviewed by the Commission. Ms. Van Onna responded.

Michael Bryant, Coston Marine Services, Inc., presented the installation of the proposed dock.

Mr. Small inquired how the dock would look in relation to the other docks in the area. Mr. Bryant responded.

Mr. Bryant presented photographs of the existing site.

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

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

Ms. Grace thought that the further the docks stuck out into the water, they are less attractive.

Mr. Corey thought more information was needed to make a decision.

Ms. Shiverick expressed concern at the size and how far the dock protruded into the canal.

Mr. Bryant showed the Commission a sample of the dock material and responded to Ms. Shiverick’s concerns.

Ms. Catlin agreed with Ms. Shiverick’s assessment.

Mr. Floersheimer thought the proposed dock was excessively dissimilar to other docks in the area.

Mr. Small agreed with Ms. Shiverick’s assessment.

Mr. Castro provided staff comments.

There was further discussion about the project and whether the project should be reviewed by the Commission.

Motion made by Mr. Garrison and seconded by Mr. Ives to approve the project as presented and that the project has met the criteria for approval

listed in section 18-205 of the Town's code of ordinances. Motion failed 3-4, with Mses. Shiverick, Grace and Messrs. Corey and Small opposed.

Motion made by Mr. Corey and seconded by Ms. Shiverick to defer the project for one month, to the December 18, 2020 meeting with the request that the professional provide the dock in a broad context of where it is in the surrounding properties and the surrounding docks as well as provide renderings.

A discussion ensued on whether it was appropriate for the Commission to review the project.

Motion carried 4-3, with Messrs. Garrison, Ives and Smith opposed.

3. A-060-2020 Awnings

Address: 240 Via Las Brisas

Applicant: Michael Rome

Professional: MP Design and Architecture, Inc.

Project Description: New front entry layout with simplified railing design.

Replacing barrel tile roof with flat cement roof tile. Simplified stucco sill details.

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

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

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

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

Many of the Commissioners were in favor of the changes.

Ms. Shiverick was in favor of the project and was in favor of the added casings to the windows. Ms. Catlin and Mr. Floersheimer agreed.

Motion made by Mr. Corey and seconded by Ms. Shiverick to approve the project as presented with the window casings shown, and that the project has met the criteria for approval listed in section 18-205 of the Town's code of ordinances. Motion carried unanimously.

4. A-062-2020 Signage

ARCOM TO MAKE RECOMMENDATIONS RELATIVE TO SPECIAL EXCEPTION

Address: 227 Suite A and 223 Royal Poinciana Way

Applicant: Flagler Holdings North Carolina, Inc. (Alex Gilmurray, Executive VP)

Professional: RGE Associates

Project Description: Illuminated building signage and vinyl for tenant space in building 1 and building 2 at Via Flagler.

ZONING INFORMATION: Pursuant to Section 134-2373(13) of the Town Code, the applicant is requesting special exception approval to allow an internally illuminated, backlit business identification sign for Main Street by The Breakers, a new retail facility to be located at 223 Royal Poinciana Way. The applicant is also requesting an additional special exception to allow the same type of internally illuminated, backlit business identification sign for Shan, a retail clothing store to be located at 227 Royal Poinciana Way, Suite A. Both of these buildings are located at Via Flagler (221 Royal Poinciana Way) in the C-TS zoning district, and the signs will be consistent with the backlit business identification sign that was approved by ARCOM and the Town Council for Henry's. Other than the special exception for an illuminated sign, no other special exceptions or variances are requested or required.

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

Jamie Crowley, attorney for Flagler Holdings North Carolina, Inc., presented the zoning requests and the proposed backlit signage. He showed inspiration for the signage proposed.

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

Mr. Small called for staff comments. Ms. Van Onna provided staff comments. Mr. Castro provided further comments on the zoning requests.

Mr. Garrison was in favor of the proposed signage.

Mr. Ives thought the Main Street sign felt cramped and was also concerned that it stated Main Street. He thought the interior signs were acceptable.

Ms. Grace was unsure the building should have more backlit signage. She thought the placement on the outside of the buildings were distracting. She felt that the Shan sign was too large and should not be backlit.

Mr. Corey was not in favor of the Main St. signage and the placement. He also felt the signs were too large.

Ms. Shiverick agreed with Mr. Corey and thought the building should be unsigned. She also did not believe the hair salon signage should be backlit.

Mr. Smith suggested placing the Main Street signage above the door and spell out street. He also agreed that the hair salon signage should not be backlit.

Ms. Catlin thought the different signage would make the building look like a hodgepodge of signage.

Mr. Floersheimer was in favor of the stenciling on the doors but opposed to any backlit signage.

Mr. Cooney was troubled by the signage and the illumination of the signage. Michael Del Gigante, RGE Associates, responded. Mr. Cooney stated he could not support the project.

Mr. Crowley inquired if it was appropriate to bifurcate the motion to allow signage for the hair salon when the establishment opened.

Motion made by Mr. Corey and seconded by Ms. Shiverick to approve the signage on the glazing but to defer the signage on the building for one month, to the December 18, 2020 meeting, in accordance of the comments of the Commissioners. Motion carried unanimously.

VIII. **STAFF APPROVALS**

There were no staff approval questions at this time.

IX. **DISCUSSION**

1. Commission Size Discussion

Mr. Bergman provided a background on this discussion and stated the Town Manager's office wanted staff to review the makeup of the Commissions. Staff felt the Commission sizes were too large and recommended a reduction through attrition to a 5 member board with two alternates. Town Council requested that staff speak with all of the Commissions to gain their feedback on the size of the Commissions.

All of the Commissioners provided their feedback on the issue.

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

1. Public

There were no public comments at this time.

2. Staff

There were no public comments at this time.

3. Commission

Mr. Cooney inquired about the potential second day for the December meeting. It was announced that the second day would be December 21, 2020.

Mr. Cooney also asked if he could review the previous Designation Manual and the modified Designation Manual. Mr. Bergman stated he could send both items to Mr. Cooney.

Mr. Ives thought that the longer meetings could be attributed to the changes in the Designation Manual.

Ms. Grace inquired about the work that had been completed at the home on Monterey.
Mr. Bergman stated he would need to research the issue.

Mr. Floersheimer was in favor of the new Consent Agenda.

XI. **ADJOURNMENT**

Motion made by Mr. Smith and seconded by Mr. Ives to adjourn the meeting at 5:09 p.m. Motion carried unanimously.

The next meeting will be held on Friday, December 18, 2020 at 9:00 a.m. in the Town Council Chambers, 2nd floor, Town Hall, 360 S. County Road.

Respectfully Submitted,

Michael B. Small, Chairman
ARCHITECTURAL COMMISSION

kmc

TOWN OF PALM BEACH

Town Council Meeting on: December 8, 2020

Section of Agenda

Resolutions

Agenda Title

RESOLUTION NO. 123-2020 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving Purchase Order to Dana Safety Supply, Inc. in the amount of \$35,000 and a Five Year Award of \$175,000 Contingent Upon Satisfactory Performance and Budget Authorization for Installation of Municipal Vehicle Equipment.

Presenter

Dean Mealy, Purchasing Manager

ATTACHMENTS:

- ▣ **Memorandum Dated November 18, 2020, from Dean Mealy, Purchasing Manager**
- ▣ **Resolution No. 123-2020**

TOWN OF PALM BEACH

Information for Town Council Meeting on: December 8, 2020

TO: Mayor and Town Council

VIA: Kirk W. Blouin, Town Manager

VIA: Jane Le Clainche, CPA Finance Director

FROM: Dean Mealy, CPPO Town Purchasing Manager

RE: Resolution to approve a purchase order to Dana Safety Supply, Inc. in the amount of \$35,000 and a five year award of \$175,000 contingent upon satisfactory performance and budget authorization for installation of municipal vehicle equipment, **Resolution No. 123-2020**

DATE: 18 November 2020

STAFF RECOMMENDATION

Town staff recommends that Town Council approve Resolution No. 123-2020, authorizing a Purchase Order to Dana Safety Supply, Inc. in the amount of \$35,000 and a five year award of \$175,000 contingent upon satisfactory performance and budget authorization for installation of municipal vehicle equipment.

WHY THIS ACTION IS REQUIRED

The Police Department utilizes Dana Safety Supply, Inc. for the following services:

- 1) Remove police equipment from an old car being removed from service
- 2) Install the removed equipment into a new patrol car
- 3) Install lights and siren in admin and undercover cars
- 4) Install Parking enforcement equipment
- 5) Gun storage vaults
- 6) All lighting, sirens for Police Department and Fire Rescue are purchased from Dana Safety Supply Inc. in addition to miscellaneous items like electronic trays, power timers and laptop stands.

GENERAL INFORMATION

The Town gained access to the contract for Dana Safety Supply, Inc. from a City of Miami contract which allowed the Town to piggyback. The end user of the contract note satisfactory performance.

FUNDING/FISCAL IMPACT

Funding for this service will be from the Police Department Budget.

POLICE AND INFORMATION TECHNOLOGY REVIEW

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

TOWN ATTORNEY REVIEW

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

Attachments

cc: Nicholas Caristo, Police Chief
Will Rothrock, LT., Police Department
Charles Kapachinski, IT Manager
Jim Palmer, Assistant IT Manager
Duke Basha, Assistant Purchasing Manager
Eric Shibley, CPPB, Senior Buyer

RESOLUTION NO. 123-2020

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF
PALM BEACH, PALM BEACH COUNTY, FLORIDA,
APPROVING PURCHASE ORDER TO DANA SAFETY SUPPLY,
INC. IN THE AMOUNT OF \$35,000 AND A FIVE YEAR AWARD
OF \$175,000 CONTINGENT UPON SATISFACTORY
PERFORMANCE AND BUDGET AUTHORIZATION FOR
INSTALLATION OF MUNICIPAL VEHICLE EQUIPMENT.**

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

Section 1. The Town Council of the Town of Palm Beach hereby approves Resolution No. 123-2020, authorizing a Purchase Order to Dana Safety Supply, Inc. in the amount of \$35,000 and a five year award of \$175,000 contingent upon satisfactory performance and budget authorization for installation of municipal vehicle equipment.

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

PASSED AND ADOPTED in a regular, adjourned session of the Town Council of the Town of Palm Beach assembled this 8th day of December, 2020.

Gail L. Coniglio, Mayor

ATTEST:

Queenester Nieves, CMC, Town Clerk

TOWN OF PALM BEACH

Town Council Meeting on: December 8, 2020

Section of Agenda

Resolutions

Agenda Title

RESOLUTION NO. 135-2020 A Resolution Of The Town Council Of The Town Of Palm Beach, Palm Beach County, Florida, Approving The Award Of Invitation To Bid No. 2020-19 And Approve A Purchase Order To The Green Experts, Inc. as the Primary Awardee and Total Maintenance Environmental Services Inc. as the Secondary Awardee For The Maintenance Of Beds At Southern Boulevard And Royal Poinciana Way In The Annual Amount Of \$32,000 And A Projected Five Year Award Of \$165,000 Contingent Upon Satisfactory Performance And Budget Approval.

Presenter

Dean Mealy, Purchasing Manager

ATTACHMENTS:

- ▣ **Memorandum Dated November 23, 2020, from Dean Mealy, Purchasing Manager**
- ▣ **Resolution No. 135-2020**
- ▣ **Bid Tab**
- ▣ **Scope of Work**

TOWN OF PALM BEACH

Information for Town Council Meeting on: December 8, 2020

TO: Mayor and Town Council

VIA: Kirk W. Blouin, Town Manager

VIA: Jane Le Clainche, CPA Finance Director

FROM: Dean Mealy, CPPO Town Purchasing Manager

RE: Resolution to approve Award of Invitation to Bid No. 2020-19 and approve a Purchase order to The Green Experts Inc. as the Primary Awardee and Total Maintenance Environmental Services Inc. as the Secondary Awardee for the Maintenance of Beds at Southern Boulevard and Royal Poinciana Way in the Annual Amount of \$32,000 and a Project Five Year Award of \$165,000 Contingent Upon Satisfactory Vendor Performance and Budget Approval, **Resolution No. 135-2020**

DATE: 23 November 2020

STAFF RECOMMENDATION

Town staff recommends that Town Council approve Resolution No. 135 -2020 approving Award of Invitation to Bid No. 2020-19 and a Purchase Order to The Green Experts Inc. as the Primary Awardee and Total Maintenance Environmental Services Inc. as the Secondary Awardee for the Maintenance of Beds at Southern Boulevard and Royal Poinciana Way in the annual amount of \$32,000 and a Project Five Year Award of \$165,000 contingent upon satisfactory vendor performance and budget approval.

WHY THIS ACTION IS REQUIRED

The previous contract expired and required a rebid to meet Town Policy and Procedures. The State requires all established contracts to be rebid after five years.

GENERAL INFORMATION

The solicitation to maintain the Maintenance of Beds at Southern Boulevard and Royal Poinciana was issued as an Invitation to Bid (ITB) and there were three (3) responsive and responsible bidders. The Green Experts, Inc. was the low, responsive and responsible submitter to the ITB. Total Maintenance was the secondary low, responsive and responsible vendor.

Nine vendors viewed the solicitation which was advertised on DemandStar, Public Purchase and the Town-website.

The previously awarded vendor was Property Works.

FUNDING/FISCAL IMPACT

Funding for this service will be from the Public Works General Fund.

PUBLIC WORKS REVIEW

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

TOWN ATTORNEY REVIEW

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

Attachments

cc: Paul Brazil, P.E., Public Works Director
Paul Colby, Facilities Division Manager
Duke Basha, Assistant Purchasing Manager
Eric Shibley, CPPB, Senior Buyer

RESOLUTION NO. 135-2020

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING THE AWARD OF INVITATION TO BID NO. 2020-19 AND APPROVE A PURCHASE ORDER TO THE GREEN EXPERTS, INC. AS THE PRIMARY AWARDEE AND TOTAL MAINTENANCE ENVIRONMENTAL SERVICES INC. AS THE SECONDARY AWARDEE FOR THE MAINTENANCE OF BEDS AT SOUTHERN BOULEVARD AND ROYAL POINCIANA WAY IN THE ANNUAL AMOUNT OF \$32,000 AND A PROJECTED FIVE YEAR AWARD OF \$165,000 CONTINGENT UPON SATISFACTORY PERFORMANCE AND BUDGET APPROVAL.

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

Section 1. The Town Council of the Town of Palm Beach hereby approves Resolution No. 135-2020, approving the Award of Invitation to Bid No. 2020-19 and approve a Purchase order to The Green Experts Inc. as the Primary Awardee and Total Maintenance Environmental Services Inc. as the Secondary Awardee for the Maintenance of Beds at Southern Boulevard and Royal Poinciana Way in the Annual Amount of \$32,000 and a Project Five Year Award of \$165,000 Contingent Upon Satisfactory Vendor Performance and Budget Approval.

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

PASSED AND ADOPTED in a regular, adjourned session of the Town Council of the Town of Palm Beach assembled this 8th day of December, 2020.

Gail L. Coniglio, Mayor

ATTEST:

Queenester Nieves, CMC, Town Clerk



TOWN OF PALM BEACH

Bid No. 2020-19
Maintenance of Beds at Southern Blvd. and Royal
Poinciana Way

BID 8-20

TCM Backup

COMPANY NAME:		PROPERTY WORKS		THE GREEN EXPERTS		TOTAL MAINTENANCE	
Line	DESCRIPTION	QTY	UNIT	UNIT AMOUNT	TOTAL AMOUNT	UNIT AMOUNT	TOTAL AMOUNT
1	Monthly Maintenance of Southern Blvd. Traffic Circle and adjacent islands (3), as specified	12	Month	\$1,892.63	\$22,711.50	\$1,502.34	\$18,028.08
2	Monthly Maintenance of Royal Poinciana Way Beds (8 Circles to include turf), as specified	12	Month	\$1,892.63	\$22,711.50	\$1,016.00	\$12,192.00
TOTAL BID AMOUNT:				\$45,423.00		\$30,220.08	
						\$31,560.00	



I. SCOPE OF WORK

The Town of Palm Beach is seeking proposals from landscape contractors for the maintenance and gardening services of eight circular planted beds (located in the median at Royal Poinciana Way) and a planted traffic circle (located at Southern Blvd.) along with three adjacent islands. **The appearance of these beds is critical to this bid request.** The beds must be kept maintained, groomed and weed-free at all times. Replacement of poor-performing and dying plants is to be included.

1) SOUTHERN BLVD. TRAFFIC CIRCLE and ADJACENT ISLANDS (3)

Listed below are a sampling of the plants typical to the traffic circle (and islands) and the maintenance required.

a) Plants

1. Agave Americana, blue
2. Ficus Green Island
3. Kalanchoe Edtschenkoi
4. Euphorbia Pink
5. Euphorbia Lactea
6. Agave Blue Star
7. Neoregelia Margaret
8. Portulacaria Variegated
9. Zoysia Grass

b) Maintenance Program

1. Mowing – Zoysia grass shall be mowed with a reel-style mower, equipped with a grass-catcher, on a weekly basis. Contractor must dispose of all clippings. Mowing height will vary according to environmental and seasonal conditions, but is not to exceed 2". String trim and edge weekly.
2. Fertilize all plant materials (turf and ornamentals) minimum 4 times per year. Fertilizer analysis to be 13-3-13 and 50% slow-release products. The application rate for both the turf and ornamentals shall be one pound nitrogen per one-thousand square feet. The applications are to take place in January, March, May and November unless directed otherwise by the Contract Coordinator.
3. Provide comprehensive pest control services monthly (additional applications, as required, to keep Zoysia grass & plants healthy and free of insects, diseases, spots, lesions and other detrimental factors).
4. Contractor will provide irrigation coverage and system function checks once a week and notify Contract Coordinator of any problems/issues. Contractor is responsible for water management.
5. Maintain the Ficus Green Island, Portulacaria & Kalanchoe Fedtschenkoi in a constant pruned display.
6. Separate and Plant Neoregelia off shoots when necessary.
7. Maintain Kalanchoe at 8"-10" tall; Var. Portulacaria at 4"-6" tall.
8. Maintain the Agave Blue Star with stakes when needed to keep straight and upright. Remove lower leaves when they are not in good order.
9. Maintain a constant weed free landscape bed,
10. Removal of all garbage, debris and similar items during each service visit.
11. Notify the Contract Manager of any dead or non-viable plants immediately upon discovery

2) ROYAL POINCIANA WAY MEDIAN PLANTED CIRCLES

The beds shall be checked weekly, however, maintenance shall be performed as frequently as needed, in order to maintain a groomed appearance in the beds listed below. There are a total of eight (8) circular beds located in the median of Royal Poinciana Way. Listed below are a sampling of the plants typical to the beds (each bed varies slightly) to be kept groomed with a weed free appearance.

a) Plants

1. Ficus Green Island



2. Dracaena Arborea
3. Agave Americana, blue
4. Agave Augustifolia
5. Jasmine minima
6. Wax Jasmine
7. Selected Annuals (Caladium, Begonia etc.)

b) Maintenance Program

1. For predominately St. Augustine turfed areas the mowing height shall not be lower than 4" between March thru October and no less than 3.5" during the remaining portions of the year. For areas where there is no dominant species of turf grass the contractor shall be advised what height of cut to use by the contract coordinator.
2. At no time shall mowers discharge into planter or bedding areas.
3. All mower blades, wheels, tires and platforms shall be treated with Pine-Sol or other approved cleaning chemical between each location to prevent the spread of Sugarcane Mosaic Virus.
4. Fertilize all plant materials (turf and ornamentals) minimum 4 times per year. Fertilizer analysis to be 13-3-13 and 50% slow-release products. The application rate for both the turf and ornamentals shall be one pound nitrogen per one-thousand square feet. The applications are to take place in January, March, May and November unless directed otherwise by the Contract Coordinator.
5. Provide comprehensive pest control services monthly (additional applications, as required, to keep St. Augustine grass & plants healthy and free of insects, diseases, spots, lesions and other detrimental factors).
6. Contractor will provide irrigation coverage and system function checks once a week and notify Contract Coordinator of any problems/issues. Contractor is responsible for water management.
7. Maintain a constant weed free landscape beds.
8. Remove flowers from Dracaena Arborea when necessary. Keep their canes/trunks mainly vertical so there are no serious "leans" to these plants. Keep their heads thinned periodically so there is not an overabundance to slow vegetative growth. Trimming of "sucker growth" on trunks should be done as needed to maintain a manicured appearance.
9. Maintain flowers on the Agave Augustifolia until they produce larger plantlets for future planting. .
10. Maintain Jasmine minima (both variegated and Summer Sunset varieties) in a neat appearance similar to a green carpet no taller than 4"-6".
11. Maintain the current integrity of the Green Island shape and overall form.
12. Maintain the Ficus Green Island and Wax Jasmine in a constant pruned display.
13. Maintain the Agave Blue Star with stakes when needed to keep straight and upright. Remove lower leaves when they are not in good order.
14. Maintain Coral Honeysuckle, Simpson Stopper and Jamaican Caper (around irrigation backflows and power boxes) in a neat and natural appearance. Keep vining plant material trimmed from the front of the electrical panel to allow for access.

II. WARRANTY

1) Replacements

As soon as weather conditions permit, replace, without cost to Town all dead plants and all plants not in a vigorous, thriving condition, as determined by Town or his/her designee during and at the end of Warranty Period. Replacement trees shall have similar warranty for a period of ninety (90) days after final acceptance of all work and at no additional cost to the Town, the Contractor is to replace any new or transplanted plant material that is dead, or that is, in the opinion of the Town or his/her designee, in unhealthy or unsightly condition, or that has lost their natural shape due to dead branches or excessive pruning of dead branches, or that has been damaged beyond repair due, in the judgment of the Town or his/her designee, to inadequate maintenance and/or protection from animal damage or the natural elements. In addition, the Contractor agrees that if repair of



defective goods will exceed ten (10) working days, the Contractor shall supply loaner goods, upon written request of the Town, in a timely and prompt fashion, at no cost or expense to the Town.

2) Failed Materials

Plant materials exhibiting conditions which are determined as being unacceptable due to workmanship by the Contractor shall be repaired and/or replace.

TOWN OF PALM BEACH

Town Council Meeting on: December 8, 2020

Section of Agenda

Resolutions

Agenda Title

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

Presenter

Dean Mealy, Purchasing Manager

ATTACHMENTS:

- ▣ **Memorandum Dated November 25, 2020, from Dean Mealy, Purchasing Manager**
- ▣ **Resolution No. 136-2020**
- ▣ **NeoGov Order Form and Agreement**
- ▣ **Five Year Cost Summary**
- ▣ **Authorization from IT**
- ▣ **Service Agreement**

TOWN OF PALM BEACH

Information for Town Council Meeting on: December 8, 2020

TO: Mayor and Town Council

VIA: Kirk W. Blouin, Town Manager

VIA: Jane Le Clainche, CPA Finance Director

FROM: Dean Mealy, CPPO Town Purchasing Manager

RE: Resolution Approving a Purchase Order to NeoGov to Support Human Resources for Recruitment, On-Boarding, Performance Management and a New Services Consisting of eForms and Learn in the Annual Amount of \$58,090 for FY21 and a Proposed Five Year Award in the Amount of \$369,800 Contingent Upon Satisfactory Vendor Performance and Annual Budget Approval, **Resolution No. 136-2020**

DATE: 25 November 2020

STAFF RECOMMENDATION

Town staff recommends that Town Council approve Resolution No. 136-2020, approving a purchase order to NeoGov to support Human Resources for Recruitment, On-Boarding, Performance Management and a New Services Consisting of eForms and Learn in the annual amount of \$58,090 for FY21 and a proposed five year award in the amount of \$369,800 contingent upon satisfactory vendor performance and annual budget approval.

WHY THIS PURCHASE IS REQUIRED NOW

Approving the item at the December 2020 Town Council Meeting will provide a discount to the services provided by NeoGov including the new suite of services.

BACKGROUND SUMMARY

The Human Resources Department is looking to add Learn, a learning management system, and eForms, a document and workflow management software, to the Town's suite of NeoGov Products.

EForms will allow the Department to create online forms to handle everything from complex life events to simple address change forms. In addition, Human Resources will build seamless routing workflows that will manage employee documents electronically, and allow for automated distribution, submission, tracking, and approval of all forms. This automation will streamline existing paper submission of data and inefficient processes. The need for eForms was reinforced during the pandemic as departments strived to move toward paperless operations. Once the module is implemented, Human Resources will work with other departments, if interested, to create training, forms and build workflows within their operations for use on a town-wide basis.

Learn provides a centralized online platform that will simplify the training process and reduce barriers to learning, in a system that's easy to use for both employees and managers. In addition to the built in course library and providing the ability to track employee license and certification renewals, the system provides a course-builder with an easy-to-use intuitive interface and the ability to add classroom trainings. Learn will maximize the Town's use of Perform, by allowing supervisors to identify skill gaps and assign training to address areas of improvement during an employee's review. Last, supervisors will be able to easily view an employee's training record directly from Perform rating form. This robust system will replace the use of Target Solutions for Town-wide training and development.

The contract agreement with Target Solutions for training is valued at \$20,240 annually. The current contract for NeoGov as currently engaged is \$39,556 annually. The new contract to encompass all required services by one provider to support Human Resources is valued at \$58,090.

In addition to purchasing eForms and Learn, the department and purchasing established a contract directly with NeoGov. The current contract is a piggy back through Fairfax County. Eliminating the use of the piggy back contract will not affect the quote price. The services provided by NeoGov are a single source.

Sufficient funds exist in the FY21 Human Resources budget to cover the implementation and training costs associated with the purchase of eForms and Learn. NeoGov is offering the eForms and Learn subscription to new and existing customers at no cost for the first 12 months of the contract. The quote is attached which reflects a prorated cost for FY21 (12/1/2020 – 09/30/2020). This will line up the billing with the existing services. NeoGov applied the remaining two month discount to the costs for FY22. Thereafter, term fees will not exceed more than 5% from the previous year. These services have been reviewed with the Information Technology Manager who has no concerns with the current or forecasted budget and has determined there are no technical concerns with proceeding as described herein.

A five (5) Year cost summary is noted as an attachment. A signed contract needs to be executed by December 31, 2020 in order to receive the discount.

PURCHASING METHODOLOGY

NeoGov is a single source provider for the services required to support Human Resources. Purchasing in collaboration with Human Resources sought to establish a contract with NeoGov for the Town. This authorization for award of a purchase order and execution of the contract with NeoGov will provide the Town with their own contract with NeoGov. The Town has been piggybacking a contract with Fairfax County. The Town's contract will provide same pricing as the Fairfax contract.

FUNDING/FISCAL IMPACT

Funding will be from the Human Resource operating budget.

HUMAN RESOURCES REVIEW

This item has been reviewed by the Human Resources and approved as recommended.

TOWN ATTORNEY REVIEW

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

Attachments

cc: Danielle Olson, Director of Human Resources
Kennie Wells, Assistant Director of Human Resources
Duke Basha, Assistant Purchasing Manager
Eric Shibley, CPPB, Senior Buyer

RESOLUTION NO. 136-2020

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING A PURCHASE ORDER TO NEOGOV TO SUPPORT HUMAN RESOURCES FOR RECRUITMENT, ON-BOARDING, PERFORMANCE MANAGEMENT AND A NEW SERVICES CONSISTING OF EFORMS AND LEARN IN THE ANNUAL AMOUNT OF \$58,090 FOR FY21 AND A PROPOSED FIVE YEAR AWARD IN THE AMOUNT OF \$369,800 CONTINGENT UPON SATISFACTORY PERFORMANCE AND BUDGET APPROVAL.

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

Section 1. The Town Council of the Town of Palm Beach hereby approves Resolution No. 136-2020, approving a Purchase Order to NeoGov to Support Human Resources for Recruitment, On-Boarding, Performance Management and a New Services Consisting of eForms and Learn in the annual amount of \$58,090 for FY21 and a proposed five Year award in the amount of \$369,800 contingent upon satisfactory vendor performance and annual budget approval.

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

PASSED AND ADOPTED in a regular, adjourned session of the Town Council of the Town of Palm Beach assembled this 8th day of December, 2020.

Gail L. Coniglio, Mayor

ATTEST:

Queenester Nieves, CMC, Town Clerk

NEOGOV ORDER FORM

NEOGOV: GovernmentJobs.com, Inc. (dba "NEOGOV") 300 Continental Blvd., Suite 565 El Segundo, CA 90245 accounting@neogov.com		Customer Name & Address: Town of Palm Beach (FL) PO Box 2029 Palm Beach, FL 33480	
Quote Creation Date:	11/24/20	Contact Name:	Kennie Wells
Quote Expiration Date:	30 days from Quote Creation	Contact Email:	Kwells@townofpalmbeach.com
Payment Terms	Annual. Net 30 from NEOGOV invoice.		

Fee Summary		
Service Description	Term	Term Fees
Pre-Existing Services		
Insight Enterprise Subscription (IN)	10/1/2020 - 9/30/2021	\$8,634.96
GovernmentJobs.com Subscription (GJC)	10/1/2020 - 9/30/2021	\$1,490.40
Perform Subscription (PE)	10/1/2020 - 9/30/2021	\$12,483.59
Onboard Subscription (ON)	10/1/2020 - 9/30/2021	\$7,282.09
New Hire Integration Subscription (NHI)	10/1/2020 - 9/30/2021	\$1,575.00
Employee Integration Subscription (EI)	10/1/2020 - 9/30/2021	\$3,240.00
Position Control Integration Subscription (PCI)	10/1/2020 - 9/30/2021	\$3,240.00
Background Check Integration Subscription (BCI)	10/1/2020 - 9/30/2021	\$1,620.00
Candidate Text Messaging (CTM)	10/29/2020 - 10/28/2021	\$523.80
Pre-Existing Services Year 1 Total:		\$40,089.84
New Services		
E-Forms Subscription (EF)	12/1/2020 - 9/30/2021 (10 months)	\$0
	10/1/2021 - 9/30/2022 (Year 2)	\$10,077.50
	10/1/2022 - 9/30/2023 (Year 3)	\$12,697.65
	10/1/2023 - 9/30/2024 (Year 4)	\$13,332.53
	10/1/2024 - 9/30/2025 (Year 5)	\$13,999.16
Learn Subscription (LE)	12/1/2020 - 9/30/2021 (10 months)	\$0
	10/1/2021 - 9/30/2022 (Year 2)	\$16,124.17
	10/1/2022 - 9/30/2023 (Year 3)	\$20,316.45
	10/1/2023 - 9/30/2024 (Year 4)	\$21,332.27
Professional Services – Implementation and Training	10/1/2024 - 9/30/2025 (Year 5)	\$22,398.89
	-	\$8,000.00
New Service Initial Term Total:		\$138,278.62

A. Terms and Conditions

1. Agreement. This Ordering Document and the Services purchased herein are governed by the terms of the NEOGOV Services Agreement entered into between the parties on or around August, 2016 (the "Master Agreement"). Unless otherwise stated, all capitalized terms used but not defined in this Order Form shall have the meanings given to them in the Master Agreement.
2. Effectiveness & Modification. Neither Customer nor NEOGOV will be bound by this Ordering Document until it has been signed by its authorized representative (the "Effective Date"). Unless otherwise stated, all SaaS Subscriptions shall commence on the Effective Date. This Order Form may not be modified or amended except through a written instrument signed by the parties.
3. Summary of Fees. Listed above is a summary of Fees under this Order. Once placed, your order shall be non-cancelable and the sums paid nonrefundable, except as provided in the Agreement.
4. Order of Precedence. This Ordering Document shall take precedence in the event of direct conflict with the Services Agreement, applicable Schedules, and Service Specifications.

B. Special Conditions (if any).

1. **New Service Initial Term; Discount.** The Subscription for LE and eF (the "New Services") shall commence on December 1, 2020 and expire September 30, 2025 (the "New Service Initial Term").

2. **Pre-Existing Service Initial Term.** The Subscription for IN, GJC, PE, ON, NHI, EI, PCI, BCI (the "Pre-existing Service Bundle") shall commence on 10/1/2020 and expire 9/30/2025 ("Pre-existing Service Bundle Initial Term"). The Subscription for CTM shall commence on 10/29/2020 and expire 10/28/2025 (the "CTM Initial Term") Collectively the Pre-existing Service Bundle Initial Term and CTM Initial Term shall be referred to as the Pre-Existing Service Initial Term". Pre-Existing Service Initial Term Fees shall not increase more than 5% from the previous year.
3. **Biddle Term.** Customer also maintains a Biddle SaaS Subscription of which is set to renew for an annual term on February 2, 2021 at \$6,995.00. Customer shall work with NEOGOV to align this Biddle SaaS Subscription with the remainder of the SaaS Applications listed herein.
4. Professional Services-Implementation and Training Fees shall be due net thirty (30) from Customer receipt of NEOGOV invoice.
5. In the event that, in the current or any subsequent fiscal year, the Customer fails to appropriate sufficient funds to fund the Agreement, reduces or terminates funding with respect to the relevant program, or otherwise directs budget cutbacks, the Customer may either (a) terminate the Agreement, without further liability to the Customer, or (b) propose an amendment to the Agreement for an amended definition of the Services and at a lower price. Any such amendment shall require the mutual agreement of the parties.



IN WITNESS WHEREOF, the parties have caused this Order to be executed by their respective duly authorized officers as of the date set forth below, and consent to the Agreement.

Customer	Governmentjobs.com, Inc. (DBA "NEOGOV")
Entity Name:	
Signature: _____	Signature: _____
Print Name:	Print Name:
Date:	Date:

	Year 1	Year 2	Year 3	Year 4	Year 5
	Now through 9/30/2021	10/1/2021 to 9/30/2022	10/1/2022 to 9/30/2023	10/1/2023 to 9/30/2024	10/1/2024 to 9/30/2025
Target Solutions	\$20,240	\$20,240	\$20,240	\$20,240	\$20,240
eForms	\$3,000	\$10,078	\$12,698	\$13,333	\$13,999
Learn	\$5,500	\$16,124	\$20,316	\$21,332	\$22,399
Learn Historical Data Transfer*	\$10,000	\$0	\$0	\$0	\$0
Total Cost	\$18,500.00	\$26,201.52	\$33,014.10	\$34,664.80	\$36,398.05
Surplus/Deficit	\$1,740.00	-\$5,961.52	-\$12,774.10	-\$14,424.80	-\$16,158.05

* Assumes we will upload 300,000 rows of data

	Year 1 Now through 9/30/2021	Year 2 10/1/2021 to 9/30/2022	Year 3 10/1/2022 to 9/30/2023	Year 4 10/1/2023 to 9/30/2024	Year 5 10/1/2024 to 9/30/2025
NeoGov - Existing Services ³					
NeoGov INSIGHT License	\$8,634.96	\$9,066.71	\$9,520.04	\$9,996.05	\$10,495.85
Governmentjobs.com Subscription	\$1,490.40	\$1,564.92	\$1,643.17	\$1,725.32	\$1,811.59
NeoGov PERFORM License (PE)	\$12,483.59	\$13,107.77	\$13,763.16	\$14,451.32	\$15,173.88
NeoGov ONBOARD License (ON)	\$7,282.09	\$7,646.19	\$8,028.50	\$8,429.93	\$8,851.43
Candidate Text Messaging	\$523.80	\$549.99	\$577.49	\$606.36	\$636.68
NeoGov New Hire Integration Subscription (NHI)	\$1,575.00	\$1,653.75	\$1,736.44	\$1,823.26	\$1,914.42
NeoGov Employee Integration Subscription (EI)	\$3,240.00	\$3,402.00	\$3,572.10	\$3,750.71	\$3,938.24
NeoGov Position Control Integration Maintenance (PCI)	\$3,240.00	\$3,402.00	\$3,572.10	\$3,750.71	\$3,938.24
Background Check Integration Subscription (BCI)	\$1,620.00	\$1,701.00	\$1,786.05	\$1,875.35	\$1,969.12
Total	\$40,089.84	\$42,094.33	\$44,199.05	\$46,409.00	\$48,729.45

	Year 1 ¹ Now through 9/30/2021	Year 2 10/1/2021 to 9/30/2022	Year 3 10/1/2022 to 9/30/2023	Year 4 10/1/2023 to 9/30/2024	Year 5 10/1/2024 to 9/30/2025
NeoGov - New Services					
eForms Subscription (EF)	\$3,000.00	\$10,077.50	\$12,697.65	\$13,332.53	\$13,999.16
Learn Subscription (LE)	\$5,000.00	\$16,124.02	\$20,316.45	\$21,332.27	\$22,398.89
Learn Historical Data Transfer ²	\$10,000.00	\$0.00	\$0.00	\$0.00	\$0.00
Total	\$18,000.00	\$26,201.52	\$33,014.10	\$34,664.80	\$36,398.05

Total Cost for All NeoGov Modules	\$58,089.84	\$68,295.85	\$77,213.15	\$81,073.80	\$85,127.50
Increase to IT Budget	\$0.00	\$26,201.52	\$33,014.10	\$34,664.80	\$36,398.05

¹ Year 1 *additional* costs will be absorbed by HR. This cost is associated with implementation and training services for eForms and Learn. There will be no additional costs to IT budget until FY22.

² Data Transfer costs in year 1 will be paid from HR budget. There will be no data transfer costs in years 2-5.

³ Pre-Existing service initial term fees shall not increase more than 5% from the previous year.

Data Transfer Costs

14,999 or less	\$0.00
15,000 - 49,999 rows	\$3,000.00
50,000 - 149,999 rows	\$5,000.00
150,000 - 299,999 rows	\$7,000.00
300,000 + rows	\$10,000.00

Kennie Wells

From: Charles Kapachinski
Sent: Thursday, November 12, 2020 4:34 PM
To: Kennie Wells
Cc: Danielle Olson; Dean Mealy; Jay Boodheshwar; Jay Boodheshwar; Terri Bayard
Subject: RE: NeoGov Cost: 5 Year Term
Attachments: eForms and Learn Costs.xlsx; NEOGOV Order Form 2020 - Town of Palm Beach (FL) - Learn and eForms.pdf

Kennie\Dean,

Since this requires NO INTEGRATION with Town systems, I have no objections nor see any technical concerns with proceeding based on TMO authorization.

Charles Kapachinski
IT Manager

Town of Palm Beach
Office of Information Technology
360 S. County Road
Palm Beach, FL 33480
Phone: 561-227-6310
www.townofpalmbeach.com

From: Kennie Wells <KWells@TownofPalmBeach.com>
Sent: Thursday, November 12, 2020 4:00 PM
To: Charles Kapachinski <CKapachinski@TownofPalmBeach.com>
Cc: Danielle Olson <DOlson@TownofPalmBeach.com>
Subject: NeoGov Cost: 5 Year Term

Charles,

As discussed last week, HR is looking to add the eForms and Learn modules to NeoGov suite in the FY21. The five year cost is provided on the attached.

Note that HR will be absorbing the FY21 implementation and training costs, along with any data transfer, so there will not additional cost to the IT budget.

I will be putting together the memo for purchasing and providing to them by the end of the week, and we're hoping this can go to Council in December so the Town can take advantage of NeoGov current incentive which is to provide eForms and Learn free for 12 months.

Please let me know if you have any questions.

Kennie Wells, MS, PHR, SHRM-CP
Assistant Director of Human Resources
Town of Palm Beach
Human Resources Department
360 S. County Road
Palm Beach, FL 33480

Phone: 561-227-6326
Fax: 561-838-5451
www.townofpalmbeach.com

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[Click here for more information](#)



NEOGOV SERVICES AGREEMENT

V11132020

You agree that by placing an order through a NEOGOV standard ordering document (the "Order" or "Ordering Document") you agree to follow and be bound by the terms and conditions set forth herein. "Governmentjobs.com", "NEOGOV", "we", and "our" means Governmentjobs.com, Inc.(dba "NEOGOV") and, where applicable, its affiliates; "Customer", "you", "your" means the Governmentjobs.com client, customer, or subscriber identified in the Ordering Document.

If you are placing such an Order on behalf of a legal entity, you represent that you have the authority to bind such entity to the terms and conditions of the Ordering Document and these terms and, in such event, "you" and "your" as used in these agreement terms shall refer to such entity. "Agreement" shall be used to collectively refer to this NEOGOV Services Agreement (the "Services Agreement"), documents incorporated herein including the applicable Ordering Document and Schedule(s), and Special Conditions (if any).

1. **Provision of Services.** Subject to the terms of this Agreement NEOGOV hereby agrees to provide Customer with access to its SaaS Applications and Professional Services (each defined below) included or ordered by Customer in the applicable Ordering Document (collectively referred to as the "Services"). Customer hereby acknowledges and agrees that NEOGOV's provision and performance of, and Customer's access to, the Services is dependent and conditioned upon Customer's full performance of its duties, obligations and responsibilities hereunder. This Agreement entered into as of the date of your signature on an applicable Ordering Document or use of the Services commences (the "Effective Date"). The Agreement supersedes any prior and contemporaneous discussions, agreements or representations and warranties.
2. **SaaS Subscription.**
 - a) **Subscription Grant.** "SaaS Applications" means each proprietary NEOGOV web-based software-as-a-service application that may be set forth on an Order and subsequently made available by NEOGOV to Customer, and associated components as described in the Service Specifications made available to Customer by NEOGOV. Subject to and conditioned on Customer's and its Authorized Users' compliance with the terms and conditions of this Agreement, NEOGOV hereby grants to Customer a limited, non-exclusive, non-transferable, and non-sublicensable right to (a) access and use, and to permit Authorized Users to access and use, the SaaS Applications specified in the Order solely for Customer's internal, non-commercial purposes; (b) generate, print, and download Customer Data as may result from any access to or use of the SaaS Applications; and (c) train Authorized Users in uses of the SaaS Applications permitted hereunder (these rights shall collectively be referred to as the "SaaS Subscription"). "Authorized Users" means (i) Customer employees, agents, contractors, consultants who are authorized by Customer to access and use the Services under the rights granted to Customer pursuant to this Services Agreement and (ii) for whom access to the Services has been purchased hereunder. You may not access the SaaS Applications if you are a direct competitor of NEOGOV or its affiliates. In addition, you may not access the SaaS Applications for purposes of monitoring their availability, performance, or functionality, or for any other benchmarking or competitive purposes.
 - b) **Delivery and Subscription Term.** NEOGOV delivers each SaaS Application by providing Customer with online access. When you access NEOGOV SaaS Applications, you are accepting it for use in accordance with this Agreement. Unless otherwise specified in an applicable Ordering Document, SaaS Subscriptions shall commence on the Effective Date and remain in effect for twelve (12) consecutive months, unless terminated earlier in accordance with this Agreement (the "Initial Term"). Thereafter, SaaS Subscriptions shall automatically renew for successive twelve (12) month terms (each a "Renewal Term" and together with the Initial Term, collectively, the "Term") unless a party delivers to the other party, at least thirty (30) days prior to the expiration of the Initial Term or the applicable Renewal Term, written notice of such party's intention to not renew this Agreement, or unless terminated earlier in accordance with this Agreement. NEOGOV shall provide Customer access to the SaaS Applications within a reasonable time following the Effective Date unless otherwise agreed.
 - c) **Content and Program Documentation.** Should Customer purchase access to SaaS Applications containing audio-visual content ("Licensed Content"), NEOGOV grants to Customer a non-exclusive, non-transferable, and non-sublicensable license, during the applicable Term, for Authorized Users to access and view the Licensed Content within the SaaS Application. Customer shall not permit the Licensed Content to be, or appear to be, reproduced, performed, displayed, or distributed on, as part of or in connection with any website or other online area other than the SaaS Application. Customer shall not edit, alter, modify, combine with other

content, or create any derivative works of the Licensed Content. "Program Documentation" shall mean all user guides, training, and implementation material, and Service descriptions provided by NEOGOV to Customer in connection with the Services. NEOGOV hereby grants to Customer a non-exclusive, non-sublicensable, non-transferable license to use, print, and distribute internally via non-public platforms, the Program Documentation during the Term solely for Customer's internal business purposes in connection with its use of the Services.

3. **Professional Services.** "Professional Services" shall mean consulting, training services purchased by Customer in an applicable Ordering Document or NEOGOV Scope of Work (SOW) relating to assistance, training, deployment, usage, customizations, accessory data processing, and best practices of and concerning the SaaS Applications. NEOGOV shall provide the Professional Services purchased in the applicable Order Form or SOW, as the case may be. Professional Services may be ordered by Customer pursuant to a SOW and Service Specifications describing the work to be performed, fees, and any applicable milestones, dependencies, and other technical specifications or related information. Order Forms or SOWs must be signed by both parties before NEOGOV shall commence work. If the parties do not execute a separate Statement of Work, the Services shall be provided as stated on the Order Form and this Agreement and documents incorporated herein shall control.
4. **Payment Terms.** Unless otherwise stated in an Ordering Document, Customer shall pay all Subscription fees ("Subscription Fees") and Professional Service fees ("Professional Service Fees", collectively the "Fees") within thirty (30) days of Customer's receipt of NEOGOV's invoice. Fees shall be invoiced annually in advance and in a single invoice for each Term. Invoices shall be delivered to the stated "Bill To" party on the Ordering Document. Unless explicitly provided otherwise, once placed the Ordering Document is non-cancellable and sums paid nonrefundable. Subscription Fees are based upon the Customer's employee count. Customer shall not exceed the employee amount its Subscription Fees are based off of unless applicable supplemental Subscription Fees are paid. The Term for the Services is a continuous and non-divisible commitment for the full duration regardless of any invoice schedule. The purchase of any Service is separate from any other order for any other Service. Customer may purchase certain Services independently of other Services. Your obligation to pay for any Service is not contingent on performance of any other Service or delivery of any other Service. If Customer issues a purchase order, then it shall be for the full amount set forth in the applicable NEOGOV invoice or Ordering Document. Failure to provide NEOGOV with a corresponding purchase order shall not relieve Customer of its payment obligations. Except as otherwise specifically stated in the Ordering Document, NEOGOV may change the charges for the Services with effect from the start of each Renewal Term by giving Customer at least thirty (30) day notice prior to commencement of a Renewal Term. Customer will pay all taxes, duties and levies imposed by all federal, state, and local authorities (including, without limitation, export, sales, use, excise, and value-added taxes) based on the transactions or payments under this Agreement, except those taxes imposed or based on NEOGOV's net income or those exempt by applicable state law. Customer shall provide NEOGOV with a certificate or other evidence of such exemption with ten (10) days of NEOGOV's request therefor.
5. **Term and Termination.**
 - a) **Term.** Unless otherwise specified in an applicable Ordering Document, this Agreement shall commence on the Effective Date. This Agreement shall remain in effect until all SaaS Subscriptions have expired and/or both parties have achieved full performance of Professional Services or other services detailed in a SOW, unless it is terminated earlier in accordance with this Agreement.
 - b) **Termination for Cause; Effect of Termination.** Either Party may terminate this Agreement immediately if the other is in material breach of this Agreement and such breach is not cured within thirty (30) days following non-breaching party's written specification of the breach. NEOGOV may suspend the Services or terminate this Agreement immediately in the event the Services or Customer's use of the Services provided hereunder become illegal or contrary to any applicable law, rule, regulation, or public policy. Upon expiration or any termination of this Agreement, Customer shall cease all use and refrain from all further use of the Services and other NEOGOV intellectual property. Additionally, Customer shall be obligated to pay, as of the effective date of such expiration or termination, all amounts due and unpaid to NEOGOV under this Agreement. Unless otherwise specified, after expiration or termination of this Agreement NEOGOV may remove Customer Data from NEOGOV Services and without Customer consent or notice.
6. **Service Specifications.** "Service Specifications" means Program Documentation, Service Schedules, Security Statements, and Service Level Warranties if applicable. The Service Specifications describe and govern the Services and are incorporated herein by reference. Online Service Specifications may be made available at <https://www.neogov.com/service-specifications> or provided upon Customer request. Excluding Service Schedules, NEOGOV may update the Service Specifications to reflect changes in, among other things, laws, regulations,

rules, technology, industry practices, patterns of system use, Updates and Upgrades, and availability of third-party services.

7. Maintenance; Modifications; Support Services.

- a) Maintenance, Updates, Upgrades. NEOGOV maintains NEOGOV's hardware and software infrastructure for the Services and is responsible for maintaining the NEOGOV server operation and NEOGOV database security. NEOGOV may in its sole discretion, periodically modify, Update, and Upgrade the features, components, and functionality of the Services during the Term. "Update" means any update, bug fix, patch or correction of the Services or underlying NEOGOV software that NEOGOV makes generally available to its customers of the same module, excluding Upgrades. Updates are automatic and available upon Customer's next login to the Services following an Update at no additional cost to Customer. "Upgrade" means any update of the Services or underlying NEOGOV software such as platform updates, and major product enhancements and/or new features that NEOGOV makes commercially available. NEOGOV shall have no obligation to provide Upgrades to customers and retains the right to offer Upgrades free of cost or on a per customer basis at additional cost. NEOGOV shall have no liability for, or any obligations to, investments in, or modifications to Customer's hardware, systems or other software which may be necessary to use or access the Services due to a modification, Update, or Upgrade of the Services.
- b) Training Materials; Support. Primary training of NEOGOV Services is conducted by self-review of online materials. NEOGOV's pre-built, online training consists of a series of tutorials to introduce the standard features and functions (the "Training Materials"). The Training Materials may be used as reference material by Customer Personnel conducting day-to-day activities.
- c) Implementation. For Services requiring implementation, NEOGOV implementation supplements the Training Materials and is conducted off-site unless otherwise agreed in the Ordering Document. NEOGOV personnel will provide consultation on best practices for setting up the Services, answer Customer questions during the implementation period, and ensure Authorized User Admins grasp the system.
- d) Support. Phone support for the Services is available to Customer Monday through Friday, excluding NEOGOV holidays. Online support for the Services is available 24 hours a day, seven days a week. The length of time for a resolution of any problem is dependent on the type of case.
- e) Limitations. Unless otherwise specified in the Ordering Document, this Agreement does not obligate NEOGOV to render any maintenance or support services that are not expressly provided herein, including, but not limited to data uploads, manual data entry, migration services, data conversion, refinement, purification, reformatting, SQL dump, or process consultation.

8. NEOGOV Intellectual Property. NEOGOV shall exclusively own all right, title and interest in and to all pre-existing and future intellectual property developed or delivered by NEOGOV including all Services, products, systems, software (including any source code or object code) or Service Specifications related thereto, Updates or Upgrades, trademarks, service marks, logos and other distinctive brand features of NEOGOV and all proprietary rights embodied therein (collectively, the "NEOGOV Intellectual Property"). This Agreement does not convey or transfer title or ownership of the NEOGOV Intellectual Property to Customer or any of its users. All rights not expressly granted herein are reserved by NEOGOV. Other than recommendation use or as required by law, all use of NEOGOV Trademarks must be pre-approved by NEOGOV prior to use. Trademarks shall include any word, name, symbol, color, designation or device, or any combination thereof that functions as a source identifier, including any trademark, trade dress, service mark, trade name, logo, design mark, or domain name, whether or not registered.

9. Data Processing and Privacy.

- a) Customer & Platform Data. "Customer Data" shall mean all data that is owned or developed by Customer, whether provided to NEOGOV by Customer or provided by a third party to NEOGOV in connection with NEOGOV's provision of Services to Customer, including Personnel or Job Seeker Profile Data collected, loaded into, or located in Customer data files maintained by NEOGOV. NEOGOV intellectual property, including but not limited to the Services and all derivative works thereof, NEOGOV Confidential Information, and Platform Data do not fall within the meaning of the term "Customer Data". Customer exclusively own all right, title, and interest in and to all Customer Data. Customer grants NEOGOV a license to host, use, process, display, create non-personal derivative works of, and transmit Customer Data to provide the Services. "Platform Data" shall mean any data reflecting the access or use of the Services by or on behalf of Customer or any user, including statistical or other analysis and performance information related to the provision and

operation of the Services including any end user visit, session, impression, clickthrough or click stream data, as well as log, device, transaction data, or other analysis, information, or data based on or derived from any of the foregoing. NEOGOV shall exclusively own all right, title and interest in and to all Platform Data. NEOGOV grants to Customer a limited, non-perpetual, non-exclusive, non-transferable, and non-sublicensable license during the Term to use and access, and to permit Authorized Users to use and access, Platform Data of which NEOGOV makes available through the SaaS Applications solely for Customer's internal purposes. Customer acknowledges NEOGOV may compile Platform based on Customer Data input into the Services. Customer agrees that NEOGOV may (i) make Platform Data publicly available in compliance with applicable law, and (ii) use Platform Data to the extent and in the manner permitted under applicable law.

- b) Privacy Policy; Data Processing Agreement. NEOGOV shall process all data in accord with the NEOGOV Privacy Policy available at <https://www.neogov.com/privacy-policy>. The defined terms in the Privacy Policy shall have the same meaning in this Agreement unless otherwise specified herein. To the extent Customer uses the Services to target and collect personal information from users located in the European Union, European Economic Area, or Switzerland (the "EU"), or has Authorized Users accessing the Services from the EU, the NEOGOV Data Processing Addendum ("DPA") available at <https://www.neogov.com/service-specifications> is incorporated herein by reference.
 - c) Data Responsibilities. Customer is solely responsible for the development, content, operation, maintenance, and use of Customer Data. NEOGOV will have no responsibility or liability for the accuracy of the Customer Data prior to receipt of such data into the Services. Customer shall be solely responsible for and shall comply with all applicable laws and regulations relating to (i) the accuracy and completeness of all information input, submitted, or uploaded to the Services, (ii) the privacy of users of the Services, including, without limitation, providing appropriate notices to and obtaining appropriate consents from any individuals to whom Customer Data relates; and (iii) the collection, use, modification, alteration, extraction, retention, copying, external storage, disclosure, transfer, disposal, and other processing of any Customer Data. NEOGOV is not responsible for lost data caused by the action or inaction of Customer or Authorized Users. Unless vital to provide the Services or otherwise mutually agreed in writing, Customer shall not maintain any financial, health, payment card, or similarly sensitive data that imposes specific data security or data protection obligations within the Services.
 - d) Breach Notice. In the event of a data or security breach, as defined by applicable law, by anyone other than your employee, contractor, or agent, upon discovery of such breach, NEOGOV will initiate remedial actions and notify Customer of the breach as required by and in compliance with applicable law. NEOGOV's notification of, or response to, a data breach under this Section will not be construed as an acknowledgement by NEOGOV of any fault or liability with respect to the breach. In the event of a security breach, as defined by applicable law, by your Personnel, Authorized, or unauthorized user, contractor or agent, you shall have sole responsibility for initiating remedial actions and you shall notify NEOGOV of the breach and steps you will take to remedy the breach as soon as possible. Customer is solely responsible for complying with data breach notification laws applicable to the Customer and fulfilling any third-party notification obligations related to any data breach(es).
10. Subcontractors; Third Party Products. NEOGOV may from time to time in its discretion engage third parties to perform Services (each, a "Subcontractor"). "Third-Party Products" means any products, content, services, information, websites, or other materials that are owned by third parties and are incorporated into or accessible through the Services. The Services may permit access to Third-Party Products. For purposes of this Services Agreement, such Third-Party Products are subject to their own terms and conditions presented to you for acceptance by website link or otherwise. If you do not agree to abide by the applicable terms for any such Third-Party Products, then you should not install, access, or use such Third-Party Products. NEOGOV cannot guarantee the continued availability of such Third-Party Products and may cease providing them without entitling Customer to any refund, credit, or other compensation, if for example and without limitation, the provider of a Third-Party Product ceases to make the third-party application available for interoperation with the corresponding NEOGOV Service in a manner acceptable to NEOGOV.
11. Nondisclosure. Through exercise of each party's rights under this Agreement, each party may be exposed to the other party's technical, financial, business, marketing, planning, and other information and data in written, oral, electronic, magnetic, photographic, and/or other forms, including, but not limited to (a) oral and written communications of one party with the officers and staff of the other party which are marked or identified as confidential or secret or similarly marked or identified, (b) other communications which a reasonable person would recognize from the surrounding facts and circumstances to be confidential or secret, and (c) trade secrets (collectively, "Confidential Information"). In recognition of the other party's need to protect its legitimate business interests, each party hereby covenants and agrees that it shall regard and treat each item of information or data

constituting Confidential Information of the other party as strictly confidential and wholly owned by such other party and that it will not, (x) without the express prior written consent of the other party, (y) except as permitted or authorized herein or, (z) except as required by law including the Public Records Act of the Customer's State, redistribute, market, publish, disclose, or divulge to any other person, firm or entity, or use or modify for use, directly or indirectly in any way for any person or entity: (i) any of the other party's Confidential Information during the Term and for a period of three (3) years thereafter or, if later, from the last date Services (including any warranty work) are performed by the disclosing party hereunder; and (ii) any of the other party's trade secrets at any time during which such information shall constitute a trade secret under applicable law. In association with NEOGOV's concern for the protection of trade secrets, Confidential Information, and fair market competition, Customer acknowledges all photos, "screen captures", videos, or related media of NEOGOV products, pages, and related documentation shall be approved by NEOGOV prior to any publicly accessible disclosure of such media.

12. Representations, Warranties, and Disclaimers.

- a) **Service Performance Warranty.** NEOGOV warrants that it provides the Services using a commercially reasonable level of care and skill. THE FOREGOING WARRANTY DOES NOT APPLY, AND NEOGOV STRICTLY DISCLAIMS ALL WARRANTIES, WITH RESPECT TO ANY THIRD-PARTY PRODUCTS.
- b) **No Other Warranty.** EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS WARRANTY SECTION, THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS, AND CUSTOMER'S USE OF THE SERVICES IS AT ITS OWN RISK. NEOGOV DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL OTHER EXPRESS AND/OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT AND TITLE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. NEOGOV DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE, OR THAT ANY ERROR WILL BE CORRECTED.
- c) **Disclaimer of Actions Caused by and/or Under the Control of Third Parties.** NEOGOV DOES NOT AND CANNOT CONTROL THE FLOW OF DATA TO OR FROM THE NEOGOV SYSTEM AND OTHER PORTIONS OF THE INTERNET. SUCH FLOW DEPENDS IN LARGE PART ON THE PERFORMANCE OF INTERNET SERVICES PROVIDED OR CONTROLLED BY THIRD PARTIES. AT TIMES, ACTIONS OR INACTIONS OF SUCH THIRD PARTIES CAN IMPAIR OR DISRUPT CUSTOMER'S CONNECTIONS TO THE INTERNET (OR PORTIONS THEREOF). ALTHOUGH NEOGOV WILL USE COMMERCIALY REASONABLE EFFORTS TO TAKE ALL ACTIONS IT DEEMS APPROPRIATE TO REMEDY AND AVOID SUCH EVENTS, NEOGOV CANNOT GUARANTEE THAT SUCH EVENTS WILL NOT OCCUR. ACCORDINGLY, NEOGOV DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO SUCH EVENTS.
- d) **Services Do Not Constitute Advice or Credit Reporting.** NEOGOV does not provide its customers with legal advice regarding compliance, data privacy, or other relevant applicable laws in the jurisdictions in which you use the Services. YOU ACKNOWLEDGE AND AGREE THAT THE SERVICES PROVIDED HEREUNDER ARE NOT INTENDED TO BE AND WILL NOT BE RELIED UPON BY YOU AS EITHER LEGAL, FINANCIAL, INSURANCE, OR TAX ADVICE. TO THE EXTENT YOU REQUIRE ANY SUCH ADVICE, YOU REPRESENT THAT YOU WILL SEEK SUCH ADVICE FROM QUALIFIED LEGAL, FINANCIAL, INSURANCE, ACCOUNTING, OR OTHER PROFESSIONALS. YOU SHOULD REVIEW APPLICABLE LAW IN ALL JURISDICTIONS WHERE YOU OPERATE AND HAVE EMPLOYEES AND CONSULT EXPERIENCED COUNSEL FOR LEGAL ADVICE. YOU ACKNOWLEDGE THAT NEOGOV IS NOT A "CONSUMER REPORTING AGENCY" AS THAT TERM IS DEFINED IN THE FAIR CREDIT REPORTING ACT AS AMENDED.
- e) **Configurable Services.** The Services can be used in ways that do not comply with applicable laws and it is Customer's sole responsibility to monitor the use of the Services to ensure that such use complies with and is in accordance with applicable law. In no event shall NEOGOV be responsible or liable for Customer failure to comply with applicable law in connection with your use of the Services. NEOGOV is not responsible for any harm caused by users who were not authorized to have access to the Services but who were able to gain access because usernames, passwords, or accounts were not terminated on a timely basis by Customer. Customer acknowledges that NEOGOV exercises no control over specific human resource practices implemented using the Service or Customer's decisions as to employment, promotion, termination, or compensation of any personnel or Authorized User of the Services. Customer further agrees and acknowledge that NEOGOV does not have a direct relationship with Customer employees and that Customer is responsible for all contact, questions, Customer Data updates and collection, with Customer employees.

13. Customer Compliance. Customer shall be responsible for ensuring that Customer's use of the Services and the performance of Customer's other obligations hereunder comply with all applicable rules, regulations, laws, codes, and ordinances. Customer is responsible for Customer's information technology infrastructure, including computers, software, databases, electronic systems (including database management systems), and networks, whether operated directly by Customer or through the use of third-party services equipment and facilities required to access the Services. All users of the Services are obligated to abide by the Terms of Use available at <https://www.neogov.com/terms-of-use>. Customer shall be responsible for procuring all licenses of third-party software necessary for Customer's use of the Services. Customer is responsible and liable for all uses of the Services, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement.

14. Indemnification.

- a) Indemnity. Subject to subsections (b) through (d) of this Section, if a third party makes a claim against Customer that any NEOGOV intellectual property furnished by NEOGOV and used by Customer infringes a third party's intellectual property rights, NEOGOV will defend the Customer against the claim and indemnify the Customer from the damages and liabilities awarded by the court to the third-party claiming infringement or the settlement agreed to by NEOGOV, if Customer does the following:
 - i) Notifies NEOGOV promptly in writing, not later than thirty (30) days after Customer receives notice of the claim (or sooner if required by applicable law);
 - ii) Gives NEOGOV sole control of the defense and any settlement negotiations; and
 - iii) Gives NEOGOV the information, authority, and assistance NEOGOV needs to defend against or settle the claim.
- b) Alternative Resolution. If NEOGOV believes or it is determined that any of the Services may have violated a third party's intellectual property rights, NEOGOV may choose to either modify the Services to be non-infringing or obtain a license to allow for continued use. If these alternatives are not commercially reasonable, NEOGOV may end the subscription or license for the Services and refund a pro-rata portion of any fees covering the whole months that would have remained, absent such early termination, following the effective date of such early termination.
- c) No Duty to Indemnify. NEOGOV will not indemnify Customer if Customer alters the Service or Service Specifications, or uses it outside the scope of use or if Customer uses a version of the Service or Service Specifications which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Services or Service Specifications which was provided to Customer, or if the Customer continues to use the infringing material after the subscription expires. NEOGOV will not indemnify the Customer to the extent that an infringement claim is based upon any information, design, specification, instruction, software, data, or material not furnished by NEOGOV. NEOGOV will not indemnify Customer for any portion of an infringement claim that is based upon the combination of Service or Service Specifications with any products or services not provided by NEOGOV. NEOGOV will not indemnify Customer for infringement caused by Customer's actions against any third party if the Services as delivered to Customer and used in accordance with the terms of the Agreement would not otherwise infringe any third-party intellectual property rights.
- d) Exclusive Remedy. This Section provides the exclusive remedy for any intellectual property infringement claims or damages against NEOGOV.

15. Limitations of Liability.

- a) EXCLUSION OF DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (a) LOSS OF PRODUCTION, USE, BUSINESS, REVENUE, OR PROFIT OR DIMINUTION IN VALUE; (b) IMPAIRMENT, INABILITY TO USE OR LOSS, INTERRUPTION OR DELAY OF THE SERVICES; (c) LOSS, DAMAGE, CORRUPTION OR RECOVERY OF DATA, OR BREACH OF DATA OR SYSTEM SECURITY; (d) COST OF REPLACEMENT GOODS OR SERVICES; (e) LOSS OF GOODWILL, LOSS OF BUSINESS OPPORTUNITY OR PROFIT, OR LOSS OF REPUTATION; OR (f) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER SUCH PERSONS WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

- b) CAP ON MONETARY LIABILITY. WITHOUT LIMITATION OF THE PREVIOUS SECTION, EXCEPT FOR DAMAGES ARISING OUT OF LIABILITY WHICH CANNOT BE LAWFULLY EXCLUDED OR LIMITED, CUSTOMER'S OBLIGATIONS TO MAKE PAYMENT UNDER THIS AGREEMENT, OR LIABILITY FOR INFRINGEMENT OR MISAPPROPRIATION OF NEOGOV INTELLECTUAL PROPERTY RIGHTS, THE TOTAL LIABILITY OF EITHER PARTY FOR ANY AND ALL CLAIMS AGAINST THE OTHER PARTY UNDER THIS AGREEMENT, WHETHER ARISING UNDER OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY, SHALL NOT EXCEED THE AMOUNT OF ALL PAYMENTS ACTUALLY RECEIVED BY NEOGOV FROM CUSTOMER DURING THE RELEVANT YEAR OF THIS AGREEMENT DURING WHICH THE CAUSE OF ACTION AROSE. THE FOREGOING LIMITATION OF LIABILITY IS CUMULATIVE WITH ALL PAYMENTS FOR CLAIMS OR DAMAGES IN CONNECTION WITH THIS AGREEMENT BEING AGGREGATED TO DETERMINE SATISFACTION OF THE LIMIT. THE EXISTENCE OF ONE OR MORE CLAIMS WILL NOT ENLARGE THE LIMIT. THE PARTIES ACKNOWLEDGE AND AGREE THAT THIS LIMITATION OF LIABILITY IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES AND SHALL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. EACH PARTY ACKNOWLEDGES THAT THIS LIMITATION OF LIABILITY REFLECTS AN INFORMED, VOLUNTARY ALLOCATION BETWEEN THE PARTIES OF THE RISKS (KNOWN AND UNKNOWN) THAT MAY EXIST IN CONNECTION WITH THIS AGREEMENT AND HAS BEEN TAKEN INTO ACCOUNT AND REFLECTED IN DETERMINING THE CONSIDERATION TO BE GIVEN BY EACH PARTY UNDER THIS AGREEMENT AND IN THE DECISION BY EACH PARTY TO ENTER INTO THIS AGREEMENT.

16. E-Signatures.

- a) E-Signature Provisioning & Consent. NEOGOV E-Forms and other electronically signed services ("E-Signatures") are provided by NEOGOV for two counterparties (generally a government employer (the "sending party") subscribing to NEOGOV Services and Personnel or Job Seekers) to electronically sign documents. If you use E-Signatures offered by NEOGOV, you agree to the statements set forth in this Section. Whenever you sign a document using E-Signatures you affirmatively consent to using electronic signatures via the E-Signatures and consent to conducting electronic business transactions. You also confirm that you are able to access the E-Signatures and the document you are signing electronically. When using E-Signatures for a document, your consent applies only to the matter(s) covered by that particular document.
- b) Right to Opt-Out of E-Signatures. You are not required to use E-Signatures or accept electronic documents provided thereby. Personnel and Job Seekers can choose to not use E-Signatures and may sign the document manually instead by notifying the sending party they are choosing to do so and by obtaining a non-electronic copy of the document. NEOGOV assumes no responsibility for providing non-electronic documents. In the event a non-sending party elects to sign the document manually, do not use E-Signatures to sign the document.
- c) Electronic Download. If you have signed a document electronically using E-Signatures and transmitted it back to the sending party, NEOGOV provides the opportunity to download and print a paper copy of the document at no charge. If you later withdrawn your consent to using E-Signatures, please notify the sending party and stop using E-Signatures. Note that the decision to stop using E-Signatures after you have already used it does not change the legality of the documents you have previously signed using an electronic signature.
- d) E-Signature Validity. PLEASE NOTE THAT NEOGOV'S STATEMENTS CONTAINED HEREIN OR ELSEWHERE CONCERNING THE VALIDITY OF ELECTRONIC DOCUMENTS AND/OR THE SIGNATURE LINES OF DOCUMENTS THAT ARE ELECTRONICALLY SIGNED ARE FOR INFORMATIONAL PURPOSES ONLY; THEY SHOULD NOT BE CONSTRUED AS LEGAL ADVICE. UNDER FEDERAL AND STATE LAWS GOVERNING ELECTRONIC SIGNATURES, ELECTRONIC SIGNATURES ON CERTAIN TYPES OF AGREEMENTS ARE NOT ENFORCEABLE. NEOGOV HEREBY DISCLAIMS ANY RESPONSIBILITY FOR ENSURING THAT DOCUMENTS ELECTRONICALLY SIGNED THROUGH E-SIGNATURE'S ARE VALID OR ENFORCEABLE UNDER THE LAWS OF THE UNITED STATES OF AMERICA, ANY PARTICULAR STATE, OR ANY OTHER LEGAL JURISDICTION. YOU SHOULD CONSULT WITH LEGAL COUNSEL CONCERNING THE VALIDITY OR ENFORCEABILITY OF ANY DOCUMENT YOU MAY SIGN ELECTRONICALLY USING NEOGOV'S E-SIGNATURE'S.

- 17. Text Message Communications. NEOGOV may offer Job Seekers and Personnel the opportunity to receive text messages regarding job application or hiring process reminders, applicant status updates, or other human resource related notices. Since these text message services depend on the functionality of third-party providers, there may

be technical delays on the part of those providers. NEOGOV may make commercially reasonable efforts to provide alerts in a timely manner with accurate information, but cannot guarantee the delivery, timeliness, or accuracy of the content of any alert. NEOGOV shall not be liable for any delays, failure to deliver, or misdirected delivery of any alert; for any errors in the content of an alert; or for any actions taken or not taken by you or any third party in reliance on an alert. NEOGOV cannot vouch for the technical capabilities of any third parties to receive such text messages. NEOGOV MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS, STATUTORY, OR IMPLIED AS TO: (i) THE AVAILABILITY OF TELECOMMUNICATION SERVICES; (ii) ANY LOSS, DAMAGE, OR OTHER SECURITY INTRUSION OF THE TELECOMMUNICATION SERVICES; AND (iii) ANY DISCLOSURE OF INFORMATION TO THIRD PARTIES OR FAILURE TO TRANSMIT ANY DATA, COMMUNICATIONS, OR SETTINGS CONNECTED WITH THE SERVICES.

18. Cooperative Agreement. As permitted by law, it is understood and agreed by Customer and NEOGOV that any (i) federal, state, local, tribal, or other municipal government (including all administrative agencies, departments, and offices thereof); (ii) any business enterprise in which a federal, state, local, tribal or other municipal entity has a full, majority, or other controlling interest; and/or (iii) any public school (including without limitation K-12 schools, colleges, universities, and vocational schools) (collectively referred to as the "New Entity") may purchase the Services specified herein in accordance with the terms and conditions of this Agreement. It is also understood and agreed that each New Entity will establish its own contract with NEOGOV, be invoiced therefrom and make its own payments to NEOGOV in accordance with the terms of the contract established between the New Entity and NEOGOV. With respect to any purchases by a New Entity pursuant to this Section, Customer: (i) shall not be construed as a dealer, re-marketer, representative, partner or agent of any type of NEOGOV, or such New Entity; (ii) shall not be obligated, liable or responsible for any order made by New Entities or any employee thereof under the agreement or for any payment required to be made with respect to such order; and (iii) shall not be obliged, liable or responsible for any failure by any New Entity to comply with procedures or requirements of applicable law or to obtain the due authorization and approval necessary to purchase under the agreement. Termination of this Agreement shall in no way limit NEOGOV from soliciting, entering into, or continuing a contractual relationship with any New Entity.
19. Publicity. Each party hereto may advertise, disclose, and publish its relationship with the other party under this Agreement.
20. Force Majeure. NEOGOV shall not be liable for any damages, costs, expenses or other consequences incurred by Customer or by any other person or entity as a result of delay in or inability to deliver any Services due to circumstances or events beyond NEOGOV's reasonable control, including, without limitation: (a) acts of God; (b) changes in or in the interpretation of any law, rule, regulation or ordinance; (c) strikes, lockouts or other labor problems; (d) transportation delays; (e) unavailability of supplies or materials; (f) fire or explosion; (g) riot, military action or usurped power; or (h) actions or failures to act on the part of a governmental authority.
21. Independent Contractor; Third Party Agreements. The relationship of the parties shall be deemed to be that of an independent contractor and nothing contained herein shall be deemed to constitute a partnership between or a joint venture by the parties hereto or constitute either party the employee or agent of the other. Customer acknowledges that nothing in this Agreement gives Customer the right to bind or commit NEOGOV to any agreements with any third parties. This Agreement is not for the benefit of any third party and shall not be deemed to give any right or remedy to any such party whether referred to herein or not.
22. Entire Agreement; Amendment. This Services Agreement and documents incorporated herein, the applicable Ordering Document, and Special Conditions (if any) constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all prior or contemporaneous oral and written statements of any kind whatsoever made by the parties with respect to such subject matter. "Special Conditions" means individually negotiated variations, amendments and/or additions to this Service Agreement of which are either drafted, or incorporated by reference, into the Ordering Document. Any Customer proposal for additional or different terms, or Customer attempt to vary in any degree any of the terms of this Agreement is hereby objected to and rejected but such proposal shall not operate as a rejection of this Service Agreement and Ordering Document unless such variances are in the terms of the description, quantity, or price but shall be deemed a material alteration thereof, and this Service Agreement and the applicable Ordering Document shall be deemed accepted by the Customer without said additional or different terms. It is expressly agreed that the terms of this Agreement and any NEOGOV Ordering Document shall supersede the terms in any non-NEOGOV purchase order or other ordering document. Notwithstanding the foregoing, any conflict of terms shall be resolved by giving priority in accordance with the following order: 1) Special Conditions (if any), 2) NEOGOV Ordering Document, 3) the NEOGOV Services Agreement and incorporated documents, 4) Customer terms and conditions (if any). This Agreement supersedes the terms and conditions of any clickthrough agreement associated with the Services. This

Agreement may not be modified or amended (and no rights hereunder may be waived) except through a written instrument signed by the party to be bound.

23. General. This Agreement shall be governed by and construed in accordance with the laws of Customer's State, without giving effect to conflict of law rules. If any provision of this Agreement is held to be illegal or unenforceable, such provision shall be limited or eliminated to the minimum extent necessary so that the remainder of this Agreement will continue in full force and effect. Provisions that survive termination or expiration are those relating to limitation of liability, payment, and others which by their nature are intended to survive. All notices or other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given either when personally delivered, one (1) business day following delivery by recognized overnight courier or electronic mail, or three (3) business days following deposit in the U.S. mail, registered or certified, postage prepaid, return receipt requested. All such communications shall be sent to (i) Customer at the address set forth in the Ordering Document and (ii) NEOGOV at 300 Continental Blvd., Suite 565, El Segundo, CA 90245. The waiver, express or implied, by either party of any breach of this Agreement by the other party will not waive any subsequent breach by such party of the same or a different kind. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which taken together shall constitute one and the same instrument. Delivery of a copy of this Agreement bearing an original signature by facsimile transmission, by electronic mail or by any other electronic means will have the same effect as physical delivery of the paper document bearing the original signature. Each party represents and warrants to the other party that (i) it has full power and authority under all relevant laws and regulations and is duly authorized to enter into this Agreement; and (ii) to its knowledge, the execution, delivery and performance of this Agreement by such party does not conflict with any agreement, instrument or understanding, oral or written, to which it is a party or by which it may be bound, nor violate any law or regulation of any court, governmental body or administrative or other agency having jurisdiction over it. Customer may not assign this Agreement without the express written approval of NEOGOV and any attempt at assignment in violation of this Section shall be null and void. The parties intend this Agreement to be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The exhibits, schedules, attachments, and appendices referred to herein are an integral part of this Agreement to the same extent as if they were set forth verbatim herein.

TOWN OF PALM BEACH

Town Council Meeting on: December 8, 2020

Section of Agenda

Resolutions

Agenda Title

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

Presenter

Dean Mealy, Purchasing Manager

ATTACHMENTS:

- ▣ **Memorandum Dated November 20, 2020, from Dean Mealy, Purchasing Manager**
- ▣ **Resolution No. 137-2020**
- ▣ **Quote**

TOWN OF PALM BEACH

Information for Town Council Meeting on: December 8, 2020

TO: Mayor and Town Council

VIA: Kirk W. Blouin, Town Manager

VIA: Jane Le Clainche, CPA Finance Director

FROM: Dean Mealy, CPPO Town Purchasing Manager

RE: Resolution to Approve a Purchase Order to Watch Guard to Support Cameras in Police Vehicles and Interview Rooms in the Amount of \$115,415 and an Overall Project Budget of \$120,415, **Resolution No. 137-2020**

The Town realized a \$17,925 savings by working with the supplier.

DATE: 20 November 2020

STAFF RECOMMENDATION

Town staff recommends that Town Council approve Resolution No. 137-2020, approving a purchase order to support Cameras in Police Vehicles and Interview Rooms in the amount of \$115,415 and an overall project budget of \$120,415.

WHY THIS ACTION IS REQUIRED NOW

The in-car video and interview room systems are past their warrantied life spans and the warranty cannot be extend any further.

GENERAL INFORMATION

These systems are an essential part of the Police Department's efforts for transparency and accountability, in addition to being necessary for evidentiary purposes. The in-car video and interview room systems are past their warrantied life spans and we cannot extend the warranty any further. Replacement of existing hardware without warranty replacements would be cost prohibitive, and this replacement was budgeted through depreciation of the current systems and the equipment replacement fund. This purchase will allow for replacement of these two systems with current technology that will interface with our existing software system and provide a five year warranty.

FUNDING/FISCAL IMPACT

Funding for the project will be from the Equipment Replacement Fund.

POLICE DEPARTMENT REVIEW

This item has been reviewed by the Police Department and approved as recommended.

TOWN ATTORNEY REVIEW

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

Attachments

cc: Nicholas Caristo, Police Chief
Will Rothrock, LT. Police Department
Duke Basha, Assistant Purchasing Manager
Eric Shibley, CPPB, Senior Buyer

RESOLUTION NO. 137-2020

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF
PALM BEACH, PALM BEACH COUNTY, FLORIDA,
APPROVING A PURCHASE ORDER TO WATCH GUARD IN
THE AMOUNT OF \$115,415 AND A PROJECT BUDGET OF
\$120,415.**

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

Section 1. The Town Council of the Town of Palm Beach hereby approves Resolution No. 137-2020, authorizing a Purchase Order to Watch Guard in the amount of \$115,415 and a project budget of \$120,415.

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

PASSED AND ADOPTED in a regular, adjourned session of the Town Council of the Town of Palm Beach assembled this 8th day of December, 2020.

Gail L. Coniglio, Mayor

ATTEST:

Queenester Nieves, CMC, Town Clerk



Palm Beach PD 4RE Fleet Proposal

CUSTOMER: Palm Beach Police Department

ISSUED: 11/18/2020
EXPIRATION: 3/26/2021

,
,,
,,,

**TOTAL PROJECT ESTIMATED AT:
\$115,415.00**

ATTENTION: Lt. Rothrock

SALES CONTACT: Michael Costa

PHONE:

DIRECT:

E-MAIL:

E-MAIL:
Michael.N.Costa@motorolasolutions.com

4RE In-Car System and Options

Part Number	Detail	Qty	Direct	Discount	Total Price
4RE-STD-GPS-RV2	4RE Standard DVR Camera System with integrated 200GB automotive grade hard drive, 16GB USB removable thumb drive, rear facing cabin camera, GPS, hardware, cabling and your choice of mounting bracket.	15.00	\$4,795.00	\$0.00	\$71,925.00
CAM-4RE-PAN-NHD	Additional Front Camera, 4RE, HD Panoramic	15.00	\$200.00	\$0.00	\$3,000.00
HDW-ETH-SWT-005	4RE Smart PoE Switch Configuration	15.00	\$250.00	\$0.00	\$3,750.00
VIS-300-VEH-002	V300, WiFi Dock, D330, In-Vehicle Charge/Upload Kit, Incl, Cables and Brackets	15.00	\$295.00	\$0.00	\$4,425.00

4RE Interview System and Options

Part Number	Detail	Qty	Direct	Discount	Total Price
4RE-STD-GPS-RV2	4RE Interview Room Camera System. Includes dome camera, microphone, DVR, integrated 200GB automotive grade hard drive, 16GB USB removable thumb drive, desktop stand & cabling, 1 yr. warranty and remote viewing software. Supports the addition of a second camera.	1.00	\$4,995.00	\$0.00	\$4,995.00
4RE-STD-GPS-RV2	4RE Interview Room Camera System. Includes covert camera, microphone, DVR, integrated 200GB automotive grade hard drive, 16GB USB removable thumb drive, desktop stand & cabling, 1 yr. warranty and remote viewing software. Supports the addition of a second camera.	1.00	\$4,995.00	\$0.00	\$4,995.00



Palm Beach PD 4RE Fleet Proposal

Wireless Video Transfer and Networking Options

Part Number	Detail	Qty	Direct	Discount	Total Price
4RE-WRL-KIT-101	4RE In-Car 802.11n Wireless Kit, 5GHz (2.4 GHz is available by request)	15.00	\$200.00	\$0.00	\$3,000.00

4RE & Interview Room Proposal

Evidence Library 4 Web Software and Licensing

Part Number	Detail	Qty	Direct	Discount	Total Price
KEY-EL4-DEV-001	Evidence Library 4 Web 4RE In-Car Device License Key	17.00	\$150.00	\$0.00	\$2,550.00

4RE Hardware Warranties

Part Number	Detail	Qty	Direct	Discount	Total Price
WAR-4RE-CAR-1ST	Warranty, 4RE, In-Car, 1st Year (Months 1-12)	17.00	\$0.00	\$0.00	\$0.00
WAR-4RE-CAR-2ND	Warranty, 4RE, In-Car, 2nd Year (Months 13-24)	17.00	\$100.00	\$0.00	\$1,700.00
WAR-4RE-CAR-3RD	Warranty, 4RE, In-Car, 3rd Year (Months 25-36)	17.00	\$200.00	\$0.00	\$3,400.00
WAR-4RE-CAR-4TH	Warranty, 4RE, In-Car, 4th Year (Months 37-48)	17.00	\$325.00	\$0.00	\$5,525.00
WAR-4RE-CAR-5TH	Warranty, 4RE, In-Car, 5th Year (Months 49-60)	17.00	\$450.00	\$0.00	\$7,650.00

Additional Software and Licensing

Part Number	Detail	Qty	Direct	Discount	Total Price
SFW-WCM-KIT-100	Kit, Watch Commander User Guide Document and License Card Insert	1.00	\$2,500.00	\$0.00	\$2,500.00
SFW-WCM-LIC-FEE	Watch Commander Annual License Fee (per car/year)	15.00	\$250.00	\$0.00	\$3,750.00



Palm Beach PD 4RE Fleet Proposal

WatchGuard Video Technical Services

Part Number	Detail	Qty	Direct	Discount	Total Price
SVC-VID-REM-100	Video System Removal (Per Unit Charge)	15.00	\$150.00	\$0.00	\$2,250.00
SVC-4RE-INS-100	4RE System Installation, In-Car (Per Unit Charge)	15.00	\$500.00	\$0.00	\$7,500.00
Freight	Shipping/Handling and Processing Charges	1.00	\$425.00	\$0.00	\$425.00

Total Estimated Tax, may vary from State to State \$0.00

Configuration Discounts: **Palm Beach Police Department End of Year Discount** (\$17,925.00)

Additional Quote Discount \$0.00

Total Amount \$115,415.00

NOTE: This is only an estimate for 4RE & VISTA related hardware, software and WG Technical Services. Actual costs related to a turn-key operation requires more detailed discussion and analysis, which will define actual back-office costs and any costs associated with configuration, support and installation. Please contact your sales representative for more details.

To accept this quotation, sign, date and return with Purchase Order: _____ DATE: _____

TOWN OF PALM BEACH

Town Council Meeting on: December 8, 2020

Section of Agenda

Resolutions

Agenda Title

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

Presenter

Dean Mealy, Purchasing Manager

ATTACHMENTS:

- ▣ **Memorandum Dated November 25, 2020, from Dean Mealy, Purchasing Manager**
- ▣ **Resolution No. 138-2020**
- ▣ **Quote Referencing Florida Sherriff Association Pricing**

TOWN OF PALM BEACH

Information for Town Council Meeting on: December 8, 2020

TO: Mayor and Town Council

VIA: Kirk W. Blouin, Town Manager

VIA: Jane Le Clainche, CPA Finance Director

FROM: Dean Mealy, CPPO Town Purchasing Manager

RE: Resolution to Approve a Purchase Order to Orlando Freightliner in the Amount of \$174,406 and a Project Budget of \$184,000 to Purchase a Replacement Recycling Truck, **Resolution No. 138-2020**

DATE: 25 November 2020

STAFF RECOMMENDATION

Town staff recommends that Town Council approve Resolution No. 138-2020 authorizing a purchase order to Orlando Freightliner in the amount of \$174,406 and a project budget of \$184,000 to purchase a replacement recycling truck.

WHY THIS PURCHASE IS REQUIRED NOW

The existing Recycling Truck, asset number 9433, is four years past the original scheduled replacement schedule. The unit is a 2003 International with 182,000 miles. The vehicle has become a maintenance burden due to extensive down time.

PURCHASING METHODOLOGY

Purchasing accessed the Florida Sherriff Association contract to secure pricing and approved supplier.

The Florida Sherriff Contact was established to provide Florida Municipalities with best pricing by the volume in purchases state wide.

FUNDING/FISCAL IMPACT

Funding for the replacement vehicle will be from the Equipment Replacement Fund.

PUBLIC WORKS REVIEW

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

TOWN ATTORNEY REVIEW

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

Attachments

cc: Paul Brazil, P.E., Public Works Director
Eric Brown, P.E., Assistant Director of Public Works
Chester Purves, Service Division Manager
Duke Basha, Assistant Purchasing Manager
Eric Shibley, CPPB, Senior Buyer

RESOLUTION NO. 138-2020

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF
PALM BEACH, PALM BEACH COUNTY, FLORIDA,
APPROVING A PURCHASE ORDER TO ORLANDO
FREIGHTLINER IN THE AMOUNT OF \$174,405 AND A
PROJECT BUDGET OF \$180,000.**

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

Section 1. The Town Council of the Town of Palm Beach hereby approves Resolution No. 138-2020, approving a purchase order to Orlando Freightliner in the amount of \$174,405 and a project budget of \$180,000.

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

PASSED AND ADOPTED in a regular, adjourned session of the Town Council of the Town of Palm Beach assembled this 8th day of December, 2020.

Gail L. Coniglio, Mayor

ATTEST:

Queenester Nieves, CMC, Town Clerk

**Orlando Freightliner
2455 S Orange Blossom Trail
Apopka Fl. 32703
407-295-3846 ext 4222
407-291-8408 fax
407-509-6651 cell**

10-19-2020

To Chet Purvis

**Orlando Freightliner is pleased to quote the following
Freightliner M2 106 via the 2020-2022 Florida Sheriffs
Association bid #FSA-20VEH 18.0.**

Spec #58	\$ 42,754.00
33000GVW	\$ 27,426.00
SURHD from spec 73	\$ 23,000.00
Customer add	
GS Products 27CY dual side loader	\$ 81,225.40
Total	\$ 174,405.40

**Sincerely,
Bob Scharpnick
Municipal Sales
Orlando Freightliner
Isuzu Truck of Ocala**

GSP MARKETING

322 Lavansville Road - - Somerset, PA 15501
Phone: 304-280-8761 - Fax: 814-443-4966 - Email: russpalmer@g-sproducts



QUOTE

Date	Quote #
10/14/20	RMGMQ3060

Sold To: ORLANDO FREIGHTLINER
BOB SHARPNICK

Email: BScharpnick@orlandofreightliner.co
Phone: 407-295-3846
Fax:

Ship To: PALM BEACH

Phone:
Fax:

TERMS: PAYMENT ON DELIVERY

Russ Palmer

P.O. #

**F.O.B.
SOMERSET, PA.**

Qty.	Description	Unit Price	Ext. Price
1	GS5727D 180" 27 CU YD DUAL SIDE 124" CA 59" AF 3.5 CU YD TAILGATE CLASS 7	\$73,500.00	\$73,500.00
1	STANDARD GS5727D: CHELSEA HOT SHIFT PTO, IN CAB CONTROLS, LED LIGHTS, ACCESS DOOR IN HYDRAULIC PANEL		
1	COLOR WHITE TO MATCH CAB	\$0.00	\$0.00
1	STROBE LIGHTS (4) CORNER 7" YELLOW ROUND ALTERNATING SET 5000 MODELS	\$1,020.80	\$1,020.80
4	BLUE BOX HOLDERS PAIR (EACH) (1 SET) END OF BUCKETS	\$94.54	\$378.16
4	CART TIPPERS 5000 RECESSED (EACH) CENTER EACH	\$565.61	\$2,262.44
1,106	TRUCK DELIVERY TO PALM BEACH FLORIDA	\$2.50	\$2,765.00
1	DUAL CAMERA SYSTEM BY ZONE DEFENSE WITH QUAD MONITOR (ONE TAILGATE ONE LEFT MIRROR)	\$1,299.00	\$1,299.00
	Body Total		\$81,225.40

SubTotal	\$81,225.40
Sales Tax	\$0.00
Shipping	\$0.00
Total	\$81,225.40

Please contact me if I can be of further assistance.
PRICING BASED UPON TOTAL PURCHASE - TRAINING OR CONSULTING SERVICES TO BE BILLED AT PUBLISHED RATES FOR EACH ACTIVITY INVOLVED - WE SHALL NOT BE LIABLE FOR ANY LOSS OF PROFITS, BUSINESS, GOODWILL, DATA, INTERRUPTION OF BUSINESS, NOR FOR INCIDENTAL OR CONSEQUENTIAL MERCHANTABILITY OR FITNESS OF PURPOSE, DAMAGES RELATED TO THIS AGREEMENT.

PRICES QUOTED ARE F.O.B. SOMERSET, PA. UNLESS SHIPPING CHARGE IS INCLUDED IN QUOTE. DELIVERY CHARGE IS \$2.50 PER MILE TO FINAL DESTINATION

PAYMENT TERMS: FULL PAYMENT DUE UPON DELIVERY OF EQUIPMENT

QUOTE ACCEPTED BY: _____ DATE: _____

TOWN OF PALM BEACH

Town Council Meeting on: December 8, 2020

Section of Agenda

Resolutions

Agenda Title

RESOLUTION NO. 140-2020 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Authorizing State Grant of Florida Department of Environmental Protection Contract No. 21PB6, Between the State of Florida Department of Environmental Protection and the Town of Palm Beach Under the Florida Beach Management Funding Assistance Program, Specifically Reimbursement for the 2020-2021 Phipps Ocean Park Beach Nourishment Project, in the Amount of \$975,000, and Authorizing the Mayor to Execute Same on Behalf of the Town.

Presenter

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

ATTACHMENTS:

- ▣ **Memorandum dated November 24, 2020, from H. Paul Brazil, P.E., Director of Public Works**
- ▣ **Resolution No. 140-2020**
- ▣ **DEP Standard Grant Agreement**

TOWN OF PALM BEACH

Information for Town Council Meeting on: December 8, 2020

TO: Mayor and Town Council

VIA: Kirk W. Blouin, Town Manager

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

RE: Authorization for State Grant No. 21PB6
Phipps Ocean Park Beach Nourishment Reimbursement
Resolution No. 140-2020

DATE: November 24, 2020

STAFF RECOMMENDATION

Town staff recommends that Town Council approve Resolution No. 140-2020 authorizing the Mayor to sign the Florida Department of Environmental Protection (FDEP) Agreement 21PB6 for State cost sharing participation in the amount of \$975,000 for reimbursement of the 2020-2021 Phipps Ocean Park Beach Nourishment Project.

GENERAL INFORMATION

Each year the Town provides a Local Government Funding Request (LGFR) to the FDEP for projects that are eligible for State cost sharing. The LGFR includes specific project details that are each assigned scores. The scores are tallied and the projects are ranked in competition with other statewide requested projects. Florida Legislature determines the size of the annual appropriation that is assigned to projects on the ranked list. The Phipps Ocean Park Beach Nourishment Project sufficiently scored on the ranked list to be included for reimbursement within the FY 2020-2021 approved state budget.

FUNDING/FISCAL IMPACT

State funds will reimburse the Town \$975,000 for eligible costs associated with construction of the 2020-2021 Phipps Ocean Park Beach Nourishment Project. State reimbursement funds are to be placed in the Town's Coastal Fund to either fund future coastal projects, or offset future account transfers.

TOWN ATTORNEY REVIEW

This Resolution has been reviewed and approved by the Town Attorney for legal form and sufficiency. In addition, the Town's Attorney will review the FDEP contract and approve it for legal form and sufficiency prior to execution.

Attachments

cc: Shore Protection Board
Jane Le Clainche, Director of Finance
Dean Mealy, Purchasing Manager
Robert Weber, Coastal Program Manager

RESOLUTION NO. 140-2020

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING STATE GRANT OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION CONTRACT NO. 21PB6, BETWEEN THE STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION AND THE TOWN OF PALM BEACH UNDER THE FLORIDA BEACH MANAGEMENT FUNDING ASSISTANCE PROGRAM, SPECIFICALLY REIMBURSEMENT FOR THE 2020-2021 PHIPPS OCEAN PARK BEACH NOURISHMENT PROJECT, IN THE AMOUNT OF \$975,000, AND AUTHORIZING THE MAYOR TO EXECUTE SAME ON BEHALF OF THE TOWN.

* * * * *

WHEREAS, the Town of Palm Beach (Town) and the Florida Department of Environmental Protection (FDEP), have worked cooperatively by executing cost-sharing agreements related to implementing the Town's Comprehensive Coastal Management Plan; and

WHEREAS, the FDEP has agreed to a cost-share on eligible project elements related to the Phipps Ocean Park Beach Nourishment Project.

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

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

Section 2. The Town Council hereby authorizes the attached State of Florida Department of Environmental Protection (FDEP) Contract No. 21PB6, to reimburse the Town with eligible costs associated with construction of the 2020-2021 Phipps Ocean Park Beach Nourishment Project in the amount of \$975,000.

Section 3. The Mayor is hereby authorized to execute FDEP Contract No. 21PB6, on behalf of the Town.

Section 5. This Resolution shall be provided to the FDEP, at 3900 Commonwealth Blvd., Mail Station 3601, Tallahassee, Florida 32399-3000, in accompaniment with an executed original of FDEP Contract No. 21PB6.

PASSED AND ADOPTED in a regular adjourned session of Town Council of the Town of Palm Beach this 8th day of December 2020.

Gail L. Coniglio, Mayor

ATTEST:

Queenester Nieves, CMC, Town Clerk

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement**

This Agreement is entered into between the Parties named below, pursuant to Section 215.971, Florida Statutes:

1. Project Title (Project): Phipps Ocean Park Beach Nourishment	Agreement Number:
2. Parties State of Florida Department of Environmental Protection, 3900 Commonwealth Boulevard Tallahassee, Florida 32399-3000	(Department)
Grantee Name:	Entity Type: Local Government
Grantee Address: 951 Okeechobee Road, West Palm Beach, FL 33401	FEID: 59-6000402
(Grantee)	

3. Agreement Begin Date: 1/1/2019	Date of Expiration: 12/31/2023
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4. Project Number: <i>(If different from Agreement Number)</i>	Project Location(s): Palm Beach County
Project Description: The project consists of construction.	

5. Total Amount of Funding: \$975,000.00	Funding Source? ☒ State ☐ Federal ☐ State ☐ Federal ☐ Grantee Match	Award #s or Line Item Appropriations: FY 20/21 GAA Line #1676, LATF	Amount per Source(s): \$975,000.00
Total Amount of Funding + Grantee Match, if any:			\$975,000.00

6. Department's Grant Manager Name: Karen Milicic or successor Address: Beach Management Funding Assistance 2600 Blair Stone Road, MS #3601 Tallahassee, Florida 32399 Phone: 850-245-8355 Email: Karen.Milicic@FloridaDEP.gov	Grantee's Grant Manager Name: Robert Weber or successor Address: Town of Palm Beach 951 Okeechobee Road West Palm Beach, Florida 33401 Phone: 561-838-5440 Email: rweber@townofpalmbeach.com
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7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

☒ Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
☒ Attachment 2: Special Terms and Conditions
☒ Attachment 3: Grant Work Plan
☒ Attachment 4: Public Records Requirements
☒ Attachment 5: Special Audit Requirements
☐ Attachment 6: Program-Specific Requirements
☐ Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com , in accordance with §215.985, F.S.
☐ Attachment 8: Federal Regulations and Terms (Federal)
☐ Additional Attachments (if necessary):
☒ Exhibit A: Progress Report Form
☐ Exhibit B: Property Reporting Form
☒ Exhibit C: Payment Request Summary Form
☐ Exhibit D: Quality Assurance Requirements for Grants
☐ Exhibit E: Advance Payment Terms and Interest Earned Memo
☐ Additional Exhibits (if necessary):

8. The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331(a)(1):

Federal Award Identification Number(s) (FAIN):	
Federal Award Date to Department:	
Total Federal Funds Obligated by this Agreement:	
Federal Awarding Agency:	
Award R&D?	☐ Yes ☐ N/A

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date above or the last date signed below, whichever is later.

GRANTEE

Grantee Name

By _____
(Authorized Signature) Date Signed

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection

DEPARTMENT

By _____
Secretary or Designee Date Signed

Print Name and Title of Person Signing

☒ Additional signatures attached on separate page.

ORCP Additional Signatures

Name, DEP Grant Manager

Name, DEP QC Reviewer

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS**

ATTACHMENT 1

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

- a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
 - i. Standard Grant Agreement
 - ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
 - iii. Attachment 1, Standard Terms and Conditions
 - iv. The Exhibits in the order designated in the Standard Grant Agreement
- b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.
- c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.
- d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following: (1) an increase or decrease in the Agreement funding amount; (2) a change in Grantee's match requirements; (3) a change in the expiration date of the Agreement; and/or (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department. A change order to this Agreement may be used when: (1) task timelines within the current authorized Agreement period change; (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department; (3) changing the current funding source as stated in the Standard Grant Agreement; and/or (4) fund transfers between budget categories for the purposes of meeting match requirements. This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.
- e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

- a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.
- b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

- a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.
- b. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
 - i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.
 - ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.
 - iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

- a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with Section 215.422, Florida Statutes (F.S.).
- b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.
- c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.
- d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address:
<https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.
- e. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.
- f. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.
- g. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.
- h. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.
- i. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: www.myfloridacfo.com/Division/AA/Vendors/default.htm.
- j. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

- a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.
- b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.

- c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing \$5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in Chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.
 - i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.
 - ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.
- d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with Section 112.061, F.S.
- e. Direct Purchase Equipment. For the purposes of this Agreement, Equipment is defined as capital outlay costing \$5,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.
- f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.
- g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.
- h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form, to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting

period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

- a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.
- b. If Grantee fails to perform the requested work, or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.
- c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.
- d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

- a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.
- b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
- c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage *prior to* performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
- d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.
- e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

- a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.
- b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
- c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and

to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.

- d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.
- e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

- a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
- b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
- c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
- d. Failure to honor any term of the Agreement;
- e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
- f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
- g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
- h. Failure to maintain the insurance required by this Agreement;
- i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
 - i. Entry of an order for relief under Title 11 of the United States Code;
 - ii. The making by Grantee of a general assignment for the benefit of creditors;
 - iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
 - iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing

resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

- a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
 - i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
 - ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.
- b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.
- c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.
- d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of \$100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

- a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.
- b. Pursuant to Sections 287.133 and 287.134, F.S., the following restrictions apply to persons placed on the convicted vendor list or the discriminatory vendor list:
 - i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
 - ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
 - iii. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list or the discriminatory vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and posts the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

- a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.
- b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
- c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Scrutinized Companies.

- a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole

option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

- b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
- c. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

25. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to Section 216.347, F.S., except that pursuant to the requirements of Section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with Sections 11.062 and 216.347, F.S.

26. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at:

<http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>).

27. Audits.

- a. Inspector General. The Grantee understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.
- b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
 - i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
 - ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
 - iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.
- c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.330 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form

number DFS-A2-NS) that can be found under the “Links/Forms” section appearing at the following website: <https://apps.fldfs.com/fsaa>.

- d. **Proof of Transactions.** In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.
- e. **No Commingling of Funds.** The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
 - i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
 - ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
 - iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

28. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

29. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

30. Subcontracting.

- a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.
- b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
- c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.
- d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.
- e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
- f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.
- g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both

Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

31. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

32. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

33. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

34. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

35. Grantee's Employees, Subcontractors and Agents.

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

36. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

37. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. 21PB6**

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.

The Project funded under this Agreement is Phipps Ocean Park Beach Nourishment. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.

- a. Reimbursement Period. The reimbursement period for this Agreement begins on January 1, 2019 and ends at the expiration of the Agreement.
- b. Extensions. There are extensions available for this Project.
- c. Service Periods. Additional service periods are not authorized under this Agreement.

3. Payment Provisions.

- a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
- b. Invoicing. Invoicing will occur as indicated in Attachment 3.
- c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.

Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

<u>Reimbursement</u>	<u>Match</u>	<u>Category</u>
☐	☐	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
☐	☐	a. Fringe Benefits, N/A.
☐	☐	b. Indirect Costs, N/A.
☒	☐	Contractual (Subcontractors)
☐	☐	Travel, in accordance with Section 112, F.S.
☐	☐	Equipment
☐	☐	Rental/Lease of Equipment
☐	☐	Miscellaneous/Other Expenses
☐	☐	Land Acquisition

5. Equipment Purchase.

No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.

There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements

There is no match required on the part of the Grantee under this Agreement.

8. Insurance Requirements

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy

maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Commercial General Liability Insurance.

The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be \$250,000 for each occurrence and \$500,000 policy aggregate.

b. Commercial Automobile Insurance.

If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

\$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
\$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. Workers' Compensation and Employer's Liability Coverage.

The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.

d. Other Insurance. None.

9. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

10. Retainage.

Retainage is permitted under this Agreement. Retainage may be up to a maximum of 10% of the total amount of the Agreement.

11. Subcontracting.

The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

12. State-owned Land.

The Board of Trustees of the Internal Improvement Trust Fund must be listed as additional insured to general liability insurance required by the Agreement and, if the Grantee is a non-governmental entity, indemnified by the Grantee.

13. Office of Policy and Budget Reporting.

There are no special Office of Policy and Budget reporting requirements for this Agreement.

14. Additional Terms.

None.

Any terms added here must be approved by the Office of General Counsel.

ATTACHMENT 3 GRANT WORK PLAN

PROJECT TITLE: Phipps Ocean Beach Nourishment

PROJECT LOCATION: The Project is located between Department of Environmental Protection (Department or DEP) reference monuments R116+450' and R127+87' along the Atlantic Ocean, in the Town of Palm Beach in Palm Beach County, Florida.

PROJECT BACKGROUND: The Phipps Ocean Park Beach Nourishment includes 2.1 miles of shoreline located between DEP monuments R116+450' to R127+87' in Palm Beach County. In 2004, a 3.1-acre mitigation reef was constructed to compensate for impacts to hardbottom resources in advance of the 2006 restoration. A FEMA dune nourishment was completed in 2011 to repair damages sustained during Tropical Storm Fay. An interim dune nourishment was completed in 2015 in coordination with the Mid-Town Beach Nourishment project. A full nourishment was completed in April 2016, with an expansion of the project limit. The next nourishment is scheduled for FY2019/2020.

PROJECT DESCRIPTION: The Project consists of construction of the Phipps Ocean Park Beach Nourishment.

PROJECT ELIGIBILITY: The Department has determined that 78 percent of the non-federal Project cost is eligible for state cost sharing. Therefore, the Department's financial obligation shall not exceed the sum of \$975,000.00 for this Project or up to 39 percent of the non-federal Project cost, if applicable, for the specific eligible Project items listed, whichever is less. Any indicated federal cost sharing percentage is an estimate and shall not affect the cost sharing percentages of the non-federal share. The parties agree that eligibility for cost sharing purposes will be maintained pursuant to 62B-36, Florida Administrative Code (F.A.C.).

The Local Sponsor will be responsible for auditing all travel reimbursement expenses based on the travel limits established in Section 112.061, Florida Statute (F.S.).

Pursuant to Sections 161.091 - 161.161, F.S., the Department provides financial assistance to eligible governmental entities for beach erosion control and inlet management activities under the Florida Beach Management Funding Assistance Program.

Pursuant to 62B-36.005(1)(d), F.A.C., the Local Sponsor has resolved to support and serve as local sponsor, has demonstrated a financial commitment, and has demonstrated the ability to perform the tasks associated with the beach erosion control project as described herein.

The Project shall be conducted in accordance with the terms and conditions set forth under this Agreement, all applicable Department permits and the eligible Project task items established below. All data collection and processing, and the resulting product deliverables, shall comply with the standards and technical specifications contained in the Department's Monitoring Standards for Beach Erosion Control Projects (2014) and all associated state and federal permits, unless otherwise specified in the approved scope of work for an eligible Project item. The monitoring standards may be found at:

<https://floridadep.gov/sites/default/files/PhysicalMonitoringStandards.pdf>

One (1) electronic copy of all written reports developed under this Agreement shall be forwarded to the Department, unless otherwise specified.

Acronyms:

DEP – Florida Department of Environmental Protection

F.A.C. – Florida Administrative Code

F.S. – Florida Statutes

FEMA – Federal Emergency Management Agency

TASKS and DELIVERABLES:

The Local Sponsor will provide detailed scopes of work or a letter requesting advance payment if authorized by Attachment 2, for all tasks identified below, which shall include a narrative description of work to be completed, a corresponding cost estimate and a proposed schedule of completion for the proposed work and associated deliverables. Each scope of work shall be approved in writing by the DEP Project Manager to be included into this work plan for reimbursement.

Task 1: Construction

Task Description: This task includes work performed and costs incurred associated with the placement of fill material and/or the construction of erosion control structures within the Project area. Project costs associated with eligible beach and inlet construction activities include work approved through construction bids and/or construction-phase engineering and monitoring services contracts. Eligible costs may include mobilization, demobilization, construction observation or inspection services, physical and environmental surveys, beach fill, tilling and scarp removal, erosion control structures, mitigation reefs, dune stabilization measures and native beach-dune vegetation. Construction shall be conducted in accordance with any and all State or Federal permits. The Local Sponsor will submit work products to the appropriate State or Federal regulatory agencies as requested by the DEP Project Manager in order to be eligible for reimbursement under this task.

Deliverable: Certification of Completion by a Florida-registered Professional Engineer with documentation of submittal to the Department affirming the construction task was completed in accordance with construction contract documents. For interim payment requests, a Task Summary Report signed by Local Sponsor must be submitted detailing activities completed during the payment request period. The Task Summary Report must include the dates and descriptions of all activities, surveys and reports completed or in progress during the time period of the interim payment request.

Performance Standard: The DEP Project Manager will review the task deliverable and any associated work products as necessary to verify they meet the specifications in the Grant Work Plan and this task description.

Payment Request Schedule: Payment requests may be submitted after the deliverable is received and accepted and may be submitted no more frequently than quarterly.

Estimated Eligible Project Cost

Task #	Eligible Project Tasks	State Cost Share (%)	Federal Estimated Project Costs	DEP	Local	Total
1	Construction	39.00%	\$7,500,000.00	\$975,000.00	\$1,525,000.00	\$10,000,000.00
	TOTAL PROJECT COSTS		\$7,500,000.00	\$975,000.00	\$1,525,000.00	\$10,000,000.00

PROJECT TIMELINE & BUDGET DETAIL: The tasks must be completed by, and all deliverables received by, the corresponding task end date.

Task No.	Task Title	Budget Category	Budget Amount	Task Start Date	Deliverable Due Date
1	Construction	Contractual Services	\$975,000.00	1/1/2019	6/30/2023
Total:			\$975,000.00		

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements**

Attachment 4

1. Public Records.

- a. If the Agreement exceeds \$35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.
- b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. Additional Public Records Duties of Section 119.0701, F.S., If Applicable.

For the purposes of this paragraph, the term “contract” means the “Agreement.” If Grantee is a “contractor” as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

- a. Keep and maintain Public Records required by Department to perform the service.
- b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.
- d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.
- e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department’s custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

- f. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT’S CUSTODIAN OF PUBLIC RECORDS AT:**

Telephone: (850) 245-2118
Email: public.services@floridadep.gov
Mailing Address: Department of Environmental Protection
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements
(State and Federal Financial Assistance)**

Attachment 5

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient (*which may be referred to as the "Recipient", "Grantee" or other name in the agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends \$750,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.
3. A recipient that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at www.cfda.gov

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512
 - A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/facweb/>

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

- B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (<http://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and the reporting package was delivered to the recipient correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:					
State Program A	State Awarding Agency	State Fiscal Year ¹	CSFA Number	CSFA Title or Funding Source Description	State Appropriation Category
Original	FDEP	FY 20/21	37.003	Beach Management Funding Assistance Program	140126
State Program B	State Awarding Agency	State Fiscal Year ²	CSFA Number	CSFA Title or Funding Source Description	State Appropriation Category

Total Award	\$975,000.00
-------------	--------------

Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [www.cfda.gov] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]). The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

¹ Subject to change by Change Order.

² Subject to change by Change Order.

EXHIBIT A

**FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
BEACH MANAGEMENT FUNDING ASSISTANCE PROGRAM
REQUEST FOR PAYMENT – PART III
QUARTERLY PROJECT PROGRESS REPORT**

Name of Project: Phipps Ocean Park Beach Nourishment

Local Sponsor: Palm Beach County

DEP Agreement Number: 21PB6

Report Year: _____

Report Period (select one):

Q1: Jan – Mar 31

Q2: Apr – Jun 30

Q3: Jul – Sep 30

Q4: Oct – Dec 31

For each task, include the following information: Describe the work performed during the reporting period (including percent of task completed to date), problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. (*Use additional pages, if needed*).

Task 1: _____

Task 2: _____

Task 3: _____

Task 4: _____

EXHIBIT C

**FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
BEACH MANAGEMENT FUNDING ASSISTANCE PROGRAM
REQUEST FOR PAYMENT – PART I**

PAYMENT SUMMARY

Name of Project: Phipps Ocean Park Beach Nourishment

Local Sponsor: Town of Palm Beach

DEP Agreement Number: 21PB6

Remittance Address: _____

Billing Number: _____

Billing Type: ☐ Interim Billing ☐ Final Billing

Costs Incurred This Payment Request:

Federal Share*	State Share	Local Share	Total
\$ _____	\$ _____	\$ _____	\$ _____

*if applicable

Cost Summary:

State Funds Obligated
\$ _____

Local Funds Obligated
\$ _____

Less Advance Pay
\$ _____

Less Advance Pay
\$ _____

Less Previous Payment
\$ _____

Less Previous Credits
\$ _____

Less Previous Retained
\$ _____

Less This Credit
\$ _____

Less This Payment
\$ _____

Local Funds Remaining
\$ _____

Less This Retainage
\$ _____

State Funds Remaining
\$ _____

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION BEACH MANAGEMENT FUNDING ASSISTANCE PROGRAM REQUEST FOR PAYMENT – PART II

TCM Back 8-20

Name of Project: _____ Billing Period (1): _____
 Billing Number: _____ Person Completing Form & Telephone Number (2): _____
 DPA Agreement Number: _____

REIMBURSEMENT DETAIL

Item #	Vendor Name	Invoice Number	Invoice Date	Check Number	Task Number (3)	SOW Number (3)	Invoice Amount(4)	Eligible Cost (5)	% Fed Share (6)	Federal Share of Invoice Amount (7)**	Non-Federal Share (8)	% State Share (9)	State Share (10)	Local Share (11)	Retainage Payment (12)	Withheld Retainage (13)	State Payment (14)
										-	-		\$0.00	0.00		0.00	0.00
Totals											-		-	-	-	-	-

Total Due to Local Sponsor (15) _____

- Form Instructions:
1. Billing Period: Should reflect Invoice services performed date. (beginning date - earliest date of services, end date - latest date of services performed).
 2. Person responsible for completing this form: Please identify the person responsible for completing information if clarification is needed.
 3. Task #: Must identify Task...
 4. SOW #: Must identify SOW(s) for each invoice. If invoice covers multiple SOW, that invoice would be listed multiple times, a line item for each SOW.
 4. Invoice Amount
 5. Eligible Cost: Invoice amount paid by Local Sponsor less ineligible cost for Line Item Deliverable only.
 6. % Federal Share: If applicable this should be the percentage listed in Agreement. Federal Share will be listed on Table 1 if applicable.
 7. Federal Share: If applicable, Local Sponsor will multiply Eligible Cost by Federal Share Percentage.
 8. Non-Federal Share: Eligible Cost (5) minus Federal Share of Invoiced Amount (7).
 9. Percentage of State Share: This should be the State Share Percentage listed in Agreement.
 10. State Share: Multiply Non-Federal Share by State Share Percentage.
 11. Local Share: Subtract State Share from Non-Federal Share.
 12. Retainage Payment: Requires separate line for each completed **Task, Sub-Task and or Deliverable** that retainage is being requested.
 13. Withheld Retainage: Multiply State Share by 10%.
 14. State Payment: Subtract Retainage from State Share.
 15. Total Due to Local Sponsor: Add Retainage Payment Total (12) to State Payment Total (14).
- Please redact all sensitive financial information from the invoices and other supporting documentation to be submitted with this Payment Request Form.**
- Notes: For questions or concerns regarding this form please contact: Janice Simmons - (850)245-2978 or email at Janice.L.Simmons@dep.state.fl.us

**FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
BEACH MANAGEMENT FUNDING ASSISTANCE PROGRAM
REQUEST FOR PAYMENT – PART III
INVOICE REPORT**

Name of Project: Phipps Ocean Park Beach Nourishment

Local Sponsor: Town of Palm Beach

DEP Agreement Number: 21PB6

Billing Number: _____

Invoice Report Period: _____

(Describe progress accomplished during the invoice report period, including statement(s) regarding percent of task completed to date.). **NOTE:** Use as many pages as necessary to cover all tasks in the Grant Work Plan.

The following format should be followed:

Task 1:

Progress for this invoice period:

Identify any delays or problems encountered:

**FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
BEACH MANAGEMENT FUNDING ASSISTANCE PROGRAM
CERTIFICATION OF DISBURSEMENT REQUEST
REQUEST FOR PAYMENT – PART IV**

Name of Project: Phipps Ocean Park Beach Nourishment

Local Sponsor: Town of Palm Beach

DEP Agreement Number: 21PB6

Billing Number: _____

Certification: I certify that this billing is correct and is based upon actual obligations of record by the Local Sponsor; that payment from the State Government has not been received; that the work and/or services are in accordance with the Department of Environmental Protection, Beach Management Funding Assistance Program's approved Project Agreement including any amendments thereto; and that progress of the work and/or services are satisfactory and are consistent with the amount billed. The disbursement amount requested on Page 1 of this form is for allowable costs for the Project described in the grant work plan.

I certify that the purchases noted were used in accomplishing the Project; and that invoices, check vouchers, copies of checks, and other purchasing documentation are maintained as required to support the cost reported above and are available for audit upon request.

Name of Project Administrator

Signature of Project Administrator

Date

Name of Project Financial Officer

Signature of Project Financial Officer

Date

**FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
FLORIDA BEACH MANAGEMENT FUNDING ASSISTANCE PROGRAM
CONTRACT COMPLETION CERTIFICATION
PART V**

Name of Project: Phipps Ocean Park Beach Nourishment

Local Sponsor: Town of Palm Beach

DEP Agreement Number: 21PB6

Task Completion ☐ (List Task) _____

Contract Completion ☐

*I hereby certify that the above-mentioned Project task has been completed in accordance with the Project Agreement, including any amendments thereto, between the Department and Local Sponsor, and all funds expended for the Project were expended pursuant to this Agreement. All unused funds and interest accrued on any unused portion of advanced funds which have not been remitted to the Department, have been returned to the Department, or will be returned to the Department within sixty (60) days of the completion of construction portion of this Project. Unused funds advanced to the United States Army Corps of Engineers through Local Sponsors will be due sixty (60) days after the Federal final accounting has been completed.

Name of Project Manager

Signature of Project Manager

Date

TOWN OF PALM BEACH

Town Council Meeting on: December 8, 2020

Section of Agenda

Resolutions

Agenda Title

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

Presenter

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

ATTACHMENTS:

- ▣ **Memorandum dated November 24, 2020, from H. Paul Brazil, P.E., Public Works Director**
- ▣ **Resolution No. 142-2020**

TOWN OF PALM BEACH

Information for Town Council Meeting on: December 8, 2020

TO: Mayor and Town Council

VIA: Kirk W. Blouin, Town Manager

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

RE: Improvements to Town Marina Upland Amenities, Lake Drive Park and South Lake Drive
– Approve Purchase Order Increase to W.F. Baird & Associates
Resolution No. 142-2020

DATE: November 24, 2020

STAFF RECOMMENDATION

Town staff recommends that the Town Council approve Resolution No. 142-2020 to increase the purchase order to W.F. Baird & Associates by \$55,000 for consultant services associated with the approved Lake Drive Park Improvements project.

GENERAL INFORMATION

The Town Council previously approved the establishment of a project budget for the Lake Drive Park Improvements. Included in that approval were additional consultant services to accomplish the design and bid documents for this work, estimated to be \$55,000. An increase to the existing Purchase Order #190332 to W.F. Baird & Associates has been prepared to accomplish those additional services. Staff recommends approval of Resolution No. 142-2020 to authorize that increase.

FUNDING/FISCAL IMPACT

The funding for this task was included in the previously approved concept project budget, established to be \$1,030,000 and a future budget amendment will be required. In the interim, funding from the Town Marina project will be used to allow the purchase order to be increased. When the budget amendment is approved, a journal adjustment will be processed to allocate these costs to the Lake Drive Park Improvements project.

PURCHASING REVIEW

This item has been reviewed by the Purchasing Division and approved as recommended.

TOWN ATTORNEY REVIEW

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

cc: Jay Boodheshwar, Deputy Town Manager
Carolyn Stone, Director of Business Development & Operations
Jane LeClainche, Finance Director
Eric Brown, P.E., Assistant Director of Public Works
Dean Mealy, Purchasing Manager
Jason Debrincat, P.E., Senior Project Engineer
Mike Horn, Town Dockmaster

RESOLUTION NO. 142-2020

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH,
PALM BEACH COUNTY, FLORIDA, INCREASING PURCHASE ORDER NO.
190332 TO BAIRD AND ASSOCIATES, INC., IN THE AMOUNT OF \$55,000,
FOR CONSULTING SERVICES ASSOCIATED WITH THE LAKE DRIVE PARK
IMPROVEMENTS PROJECT, THEREBY INCREASING THE PURCHASE
ORDER FROM \$1,756,229.25 TO \$1,811,229.25.

* * * * *

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

Section 1. The Town Council of the Town of Palm Beach hereby approves a purchase order increase of \$55,000 to Baird and Associates, Inc. for Consulting Services to obtain final design, bid documents and construction administration for the Lake Drive Park Improvements project, thereby increasing the purchase order from \$1,756,229.25 to \$1,811,229.25.

Section 2. The Town Manager is hereby authorized to execute a change order on behalf of the Town of Palm Beach for the consulting services, and is authorized to approve additional tasks, as necessary, within budget.

Section 3. The Town Manager, or his designee, is hereby authorized to take such further actions as may be necessary to effectuate the completion of the said project, including any necessary change order work as recommended by the Public Works Director.

PASSED AND ADOPTED in a regular, adjourned session of the Town Council of the Town of Palm Beach assembled this 8th day of December 2020.

Gail L. Coniglio, Mayor

ATTEST:

Queenester Nieves, CMC, Town Clerk

TOWN OF PALM BEACH

Town Council Meeting on: December 8, 2020

Section of Agenda

Board/Commission Annual Report

Agenda Title

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

Presenter

E. Llwyd Ecclestone, Chair

ATTACHMENTS:

- ▣ **Memorandum dated November 23, 2020, from E. Llwyd Ecclestone, Shore Protection Board Chairperson**

TOWN OF PALM BEACH

Information for Town Council Meeting on: December 8, 2020

TO: Mayor and Town Council

VIA: Kirk W. Blouin, Town Manager

FROM: E. Llwyd Ecclestone, Shore Protection Board Chairperson
Robert Weber, Coastal Program Manager

RE: Shore Protection Board Annual Report

DATE: November 23, 2020

The Shore Protection Board (SPB) is currently comprised of seven (7) regular members and three (3) alternate members appointed by the Town Council for three-year terms.

A chairperson and vice-chairperson are selected by the members. The 2020 SPB membership was as follows:

2020 Shore Protection Board Member	Position	Current Term Expires
E. Llwyd Ecclestone	Chairperson	12/2020
Lewis Katz	Vice-chairperson	12/2020
Kane Baker	Regular Member	12/2021
Warren Belmar	Regular Member	12/2022
Melissa Ceriale	Regular Member	12/2022
James C. Gavigan	Regular Member	12/2021
Reuben B. Johnson, III	Regular Member	12/2021
Vladimir Rapoport	Alternate Member	12/2022
Erick Reickert	Alternate Member	12/2022
Vacant	Alternate Member	

Llwyd Ecclestone and Lewis Katz are currently serving their final three-year term ending in December 2020. Kane Baker, James Gavigan, and Reuben Johnson are serving their final three-year terms ending in December 2021. Warren Belmar and Melissa Ceriale are currently serving their first full term and both will be eligible to be appointed for an additional (3) three-year term in December 2022. SPB members are allowed to serve for two (2) consecutive three-year terms.

In the coming months, Town Council is expected to consider reducing the size of several boards and commissions. These reductions could occur through attrition as appointed officials term out. With the term expirations of both Mr. Ecclestone and Mr. Katz, regular membership of the Shore Protection Board could consist of five (5) members in 2021 unless Mr. Rapoport and Mr. Reickert would be promoted to regular members in 2021. On November 12, 2020, the board unanimously recommended that the board be maintained with seven (7) regular members and zero (0) alternate members.

The Board met three (3) times during the 2020 calendar year.

2020 Shore Protection Board Member	Meetings Attended	Absences	Jan 23	Oct 1	Nov 12
E. Llwyd Ecclestone	3	0	P	P	P
Lewis Katz	3	0	P	P	P
Kane Baker	2	1	E	P	P
Warren Belmar	3	0	P	P	P
Melissa Ceriale	3	0	P	P	P
James C. Gavigan	3	0	P	P	P
Reuben B. Johnson, III	3	0	P	P	P
Vladimir Rapoport	3	0	P	P	P
Erick Reickert	3	0	P	P	P

P = Present

E = Excused

U = Unexcused

CURRENT SHORELINE CONDITION

The Town's proactive on-going coastal management efforts have maintained storm protection along the 12.2 miles of Town shoreline. Despite heavy sand erosion in recent years associated primarily with Hurricanes Matthew (2016), Irma (2017), Dorian (2019), and both Isaias and Eta (2020) no buildings are in imminent danger. Sand from the 2020 U.S.Army Corps of Engineers (Corps) Lake Worth Inlet Maintenance Dredging in Reach 1, 2020 Palm Beach County Federal Shore Protection Project Mid-Town Segment in Reaches 3 and 4, and 2016 Phipps Ocean Park Beach Nourishment in Reach 7, continue to feed sand into Reaches 2, 5, 6, and 8, respectively, to maintain shoreline stability. Dune restoration in Reach 3 (2016), Reach 4 (2017) and Reach 8 (2015 and 2016) continue to provide stability to the Town's overall shoreline. The shoreline in Reaches 3, 4, 7, and 8 (and Reach 9 in the Town of South Palm Beach) are to be further stabilized with expected sand placement efforts in early 2021.

2020 COASTAL PROTECTION PROJECTS

Mid-Town

Following initial construction of the Mid-Town Beach Nourishment Project in 1995 and renourishment projects in 2003, 2006, and 2015, all of which were constructed and funded by the Town (with some State cost-sharing), the Mid-Town Segment was constructed for the first time by the U.S. Army Corps of Engineers as a Federally-authorized project between March 16 and May 1, 2020. More than 800,000 cubic yards of sand was placed between Casa Bendita in Reach 2 to Banyan Road in Reach 4 with a Federal cost-share exceeding 50%. The non-Federal cost is eligible to be split between both the Town and the State. The net result of this project is a Town funding obligation of less than 25% of the total project cost. This cost-sharing partnership is currently in place until 2068.

Groin Rehabilitation

On multiple occasions, the board has recommended that Town Council approve and fund construction of the multi-phased groin rehabilitation program. The board continues to support this project. The board wants the responsibilities of both the Town and private oceanfront residences to be better defined with respect to seawalls and groins. It is recognized that the Mid-Town groins would possibly be the first section considered by Town Council for construction once beach nourishment (2020) and dune restoration (2021) efforts have been completed.

Inlet Maintenance

Sand Transfer Plant operations have continued during 2020 with more than 30,000 cubic yards (CY) of sand bypassed under the inlet, from Singer Island to Palm Beach Island, between January and May 2020. The current volume is less than the volume at this time last year due to the plant being down for structural repairs. Fortunately, the down time occurred between June and early October when the volume of sand bypassed is minimal or negligible due to seasonal sea conditions. With inlet maintenance dredging by the U.S. Army Corps of Engineers (Corps) in October and November 2020 placing on the order of 109,000 cubic yards of sand, the inlet management plan goal of bypassing 202,000 cubic yards will be nearly met. Long term, the averaged bypassing goals have been met.

Reach 8

The Town will continue its efforts to address the shoreline issues in Reach 8. After two (2) years of waiting for official correspondence from the Federal regulatory and advisory agencies, the Corps provided the Town with a letter from the National Marine Fisheries Service reviewing the proposed project for Reach 8. Based on this review, the Corps has not accepted the Town's mitigation plan for damage to offshore hardbottom caused by the project and it has requested that the Town provide a revised plan with additional mitigation considerations. The Town and its consultant, as well as the Florida Department of Environmental Protection, had previously reached consensus on the hardbottom impacts due to the project and the necessary mitigation measures. The Town continues to work with both our consultants and the Corps' Jacksonville District to resolve these differences. Following an accepted mitigation plan, the Town expects that the Corps would issue both the Reach 8 Environmental Impact Statement (EIS) Record of Decision and the Federal permit for the Town's preferred project (which includes both beach nourishment and dune restoration). The SPB will review and consider a solution in Reach 8, including an FY 2022 budget item, once these actions have been taken by the Corps.

Monitoring

Biological, physical, sea turtle nesting, and shorebird monitoring work continued, as required by State's Beach Management Agreement (BMA) and/or Federal permits, as previously approved by Town Council.

2020 SHORE PROTECTION BOARD ACTIONS

Due to the global pandemic, board meetings in the Town were temporarily suspended between March and September 2020. The SPB's meetings during this period of time were cancelled. The SPB reinitiated meetings on October 1, 2020 through Zoom and held its second meeting through Zoom since the pandemic on November 12, 2020.

Goals. During the January 23, 2020 SPB meeting, the SPB members discussed goals for the upcoming calendar year. The SPB reviewed the 2019 updated eight (8) goals and objectives as initially identified by the SPB in 2009. It was determined that five (5) of the eight (8) goals had been achieved. The five (5) completed goals include:

1. Pursue placing dry sand on hot spots (north part of Reach 7, south part of Reach 8) from inlet borrow areas to protect threatened property. *Achieved*
2. Review previous SPB's recommendations and conclusions for lessons learned. *Achieved*
3. Initiate discussion, dialogue and problem solving through a series of guest speakers from government officials, industry experts, environmentalists and other municipalities to obtain real solutions to shore protection that include other municipalities and county. Make recommendations accordingly. *Achieved*
4. Where applicable, cause regulatory agencies to re-designate certain reaches as "Engineered Beach" and "Critically Eroded" (e.g. Reach 1 should be an Engineered Beach, etc.) *Achieved*
5. Investigate whether seawalls should be replaced in erosion prone areas not currently protected by such as "last resort" property protection. *Achieved*

The remaining three (3) ongoing goals include:

1. Continue bypassing 100% of the littoral drift across the inlet through a combination of sand bypassing and inlet dredging and placement of dredged sand on or near the dry beach extending south of Reach 1;
2. Implement permitted coastal hard structure technology where appropriate (i.e. groins); and
3. Continue to work with state and Federal agencies and governments to implement projects to protect its shoreline.

In addition to the above three (3) goals, the SPB added two (2) new goals: Coastal Vulnerability & Resiliency and Communication. Overall, the five (5) total goals (including the three (3) ongoing goals and the two (2) new goals) will continue to be carried out into 2021.

Dune Planting. During the October 1, 2020 SPB meeting, the board tasked Vice-Chairperson Lewis Katz to work with Town staff to maximize best practices with respect to dune planting following dune restoration projects. The two (2) most important planting characteristics when soliciting bids for dune planting is the maturity of the plants and the spacing of the plants. In 2018, Town staff did follow the board's previous recommendations to increase the size of sea oats from 12 inches to 18 inches of height and tighten the density planting the sea oats to 12 inches apart rather than 18 inches apart. The Town is to maintain these plant sizes and spacing for future solicitations. Due to sea turtle nesting impacts and the potential to enable growth of invasive vegetation, irrigating native sea oats is an activity that will not be approved by FDEP. The SPB requests that staff obtain regulatory authority to plant sea oats in the late spring recognizing that additional turtle monitoring may be needed and some areas may need to be avoided for nests. The purpose of immediately planting sea oats and not waiting until after sea turtle nesting season is to give the best chance to hold the sand in place.

Five (5) to Ten (10) Year Outlook. As two (2) long-standing original members of the 2008 Shore Protection Board depart their posts in 2020, Mr. Ecclestone and Mr. Katz, it is important for the newer members to remember the efforts which have been performed and the successes which have been achieved during this time. The Coastal Management Program has an appropriate program to continue implementing with only detailed adaptive management applied to this program as new data and policies are brought forward. As beach renourishment projects and sand placement areas continue to be expanded through regulatory approvals in the next few years, the focus of the board will inherently shift more toward implementation of coastal resiliency on both the ocean and the lagoon sides.

ANTICIPATED 2021 SHORE PROTECTION BOARD ACTIONS

Due to the global pandemic and the subsequent moratorium on board and commission meetings, several anticipated 2020 SPB actions have been deferred until 2021. Prior to Town Council review and consideration, as necessary, the SPB will discuss and recommend actions for the following notable items in 2021:

- Continue to support Town staff's implementation of the SPB recommended and Town Council-adopted long-term Coastal Management Program;
- Support expansion of the Corps' Federal Shore Protection Project for the Mid-Town Segment to be extended from Banyan Road to Southern Boulevard;
- Recommend an FY 2022 Coastal Management Program Budget, including Groin Rehabilitation;
- Continue to monitor and permit/implement of a shoreline solution for Breakers/Clarke/Mid-Town area, consistent with the correspondence the Town received from FDEP in October 2020;
- Resolution of any easement disputes and obtain easements to maximize Federal participation of the Mid-Town Beach Nourishment Project;
- Continue consideration for a Reach 8 Beach Nourishment and Dune Restoration Project following Corps' issuance of a Record of Decision and the Town's receipt of both State and Federal permits;
- Continued project monitoring of Mid-Town and Phipps and continued Town-wide physical, biological, sea turtle nesting, and shorebird nesting monitoring in accordance with the BMA;
- Coordination between beach raking and volunteer beach cleanups; and
- Develop an action plan and continue to pursue the following SPB goals amended in 2020:
 - Continue bypassing 100% of the littoral drift across the inlet through a combination of sand bypassing and inlet dredging and placement of dredged sand on or near the dry beach extending south of Reach 1.
 - Implement permitted coastal hard structure technology where appropriate.
 - Continue to work with state and federal agencies and governments to implement projects to protect its shoreline.
 - Initiate the Implementation Plan for Coastal Vulnerability & Resiliency along both the ocean and the lagoon sides following receipt by Woods Hole Group in the spring 2021.
 - Improve communication to the public with respect to the Coastal Management Program.

cc: Jay Boodheshwar, Deputy Town Manager
H. Paul Brazil, P.E., Director of Public Works
Patricia Strayer, P.E., Town Engineer

TOWN OF PALM BEACH

Town Council Meeting on: December 8, 2020

Section of Agenda

Committee Reports

Agenda Title

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

Presenter

Lew Crampton, Chair

ATTACHMENTS:

- ▣ **November 3, 2020, Business and Administrative Committee Meeting Report**



TOWN OF PALM BEACH

Town Clerk's Office

REPORT OF THE BUSINESS AND ADMINISTRATIVE COMMITTEE MEETING HELD ON TUESDAY, NOVEMBER 3, 2020

I. CALL TO ORDER AND ROLL CALL

The Business and Administrative Committee meeting was called to order on November 3, 2020, at 9:30 a.m. in the Town Council Chambers. On roll call, all Committee Members were found to be present.

II. PLEDGE OF ALLEGIANCE

Chair Crampton led the Pledge of Allegiance.

III. APPROVAL OF AGENDA

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

Committee Member Moore expressed her gratitude to the residents who were attending the meeting and to the staff for all the work undertaken. She remarked that this committee was newly formed and the members would do their utmost best to try to resolve any outstanding problems. She also remarked that it was election day and no matter the outcome we are still one community.

Chair Crampton also thanked the residents for attending and spoke regarding the Town's parking problems which the committee would try to find a solution. He spoke regarding the goals the committee would try to accomplish and of the process of making recommendations regarding parking to the Town Council. He mentioned that the Committee would seek to serve the needs of Town residents, local businesses and revenue goals for the Town's budget. The Committee's work will involve an amalgamation of all the goals and will aim to make choices that benefit the entire Town.

IV. COMMUNICATIONS FROM CITIZENS

Martin Klein, North Ocean Boulevard offered good wishes to Chair Crampton on the occasion of his birthday and thanked him for his public service.

Richard Lyn, President, Palm Beach Midtown Association (formerly the Greater South County Road Association), thanked the Committee for their efforts regarding the parking issues.

V. REGULAR AGENDA

A. Old Business

1. Review of Staff Analysis and Preliminary Recommendations Related to Parking in Commercial Areas.

Jay Boodheshwar, Deputy Town Manager

Jay Boodheshwar, Deputy Town Manager, gave a brief review of the committee's decision at the last meeting to first focus its efforts on parking management in commercial areas. He mentioned the factors discussed regarding the rule-making motivations were turnover, decreasing traffic congestion and monetizing parking assets based on desirability of location and convenience. He acknowledged the various members of the public who had reached out to staff regarding this issue. He mentioned that today's meeting is a "kick-off meeting" and the next step will be community input. Mr. Boodheshwar reported that subsequent to the June meeting, the parking committee comprised of staff members from various departments, met to review the primary parking issues. The committee reviewed existing regulations in commercial areas such as off-street and private lots and shared parking. Parking enforcement data and an off-peak space utilization study were used to assist with the initial recommendations. He mentioned that parking violations seemed to be higher along S. Ocean Blvd and the area of Mid-Town Beach. He referred to a space utilization study which was conducted from September 25 to October 2 which indicated there wasn't a significant difference in usage at 10:00 AM and 2:00 PM; higher utilized areas included the ocean blocks along Mid-Town Beach as well as N. County Road and Worth Avenue. He presented a spreadsheet of preliminary recommendations for the commercial streets and public parking lots. He stated that a plan should be considered to receive feedback from the business community before forwarding final recommendations to the Town Council. Staff was directed to schedule public input sessions to receive community feedback (commercial and residential) beginning in December 2020.

B. New Business

1. Review of Proposed Changes to Off-Site Supplemental Shared Parking Regulations

Wayne Bergman, Director of Planning, Zoning & Building

Mr. Boodheshwar spoke regarding various vacant parking lots in Town which could be used for off-site shared parking. He introduced Paul Castro, Zoning Manager, who presented some historical background regarding off-site supplemental parking. He reported that going back to the early 1970s and '80s supplemental off-site parking was allowed by Special Exception but without specific regulations as to how it should be applied. In 1990, the Code was amended to provide specific requirements related to allowing supplemental parking. Currently, the off-site parking regulations are very strict, requiring all required parking for a specific business or property before supplemental off-site parking can be requested by Special Exception. He remarked that this was an onerous process. He mentioned that Town Council took notice that many of the commercial lots were under-utilized and directed staff to look into this issue. It was noticeable that there was a lack of parking for tenants of the marina. After research, Town staff presented a recommendation in August to the Planning and Zoning Commission (P&ZC) to eliminate the supplemental off-site parking provisions but with the proviso that the regulation would be changed to not allow the intensification of use. After study by the P&ZC, the recommendation to the Town Council was to allow supplemental off-site parking in the underground garages along Royal Palm Way, the 100 block of Worth Avenue and Royal Poinciana Way with the condition that only 33% of the underground parking inventory would be used and the provisions would sunset after three (3) years.

The staff recommendation to the Town Council was to make it unrestricted parking and eliminate the supplemental off-site parking requirements. After Town Council considered both recommendations, it was suggested to forward it to the Parking and Business and Administrative Committees for discussion and also to vet it through the business community.

Chair Crampton remarked that staff's recommendation seemed to be different from the P&ZC recommendation and questioned why only 33% of the underground parking inventory could be utilized. Manager Castro responded that their concern was overutilization of the underground parking.

Member Moore spoke regarding use of the underground parking vs. the marina lot.

Martin Klein spoke regarding the recommendations from the P&ZC and staff and stated his agreement with both.

Deputy Town Manager Boodheshwar suggested focusing on underground lots and cautioned against limiting parking to daylight hours only.

After further discussion, it was recommended that staff prepare a draft Ordinance addressing the underground parking with the percentage of use limitation and no limit on night-time operations to be brought to the Town Council at the December council meeting. The above ground parking issue would be added to the public discussion to be held in December.

VI. ANY OTHER MATTERS

Committee Member Moore spoke regarding complaints she received from residents about the Wells Road Beach access. She stated that this is public beach access and the gates are locked from sunset to sunrise.

Chair Crampton added that he also received the same complaints and will be addressing them at the next council meeting.

VII. ADJOURNMENT

The Business and Administrative Committee meeting of Tuesday, November 3, 2020, was adjourned at 11:03 a.m. by Motion of Committee Member Moore and seconded by Chair Crampton.

APPROVED:

Lewis S.W. Crampton, Chair

ATTEST:

Queenester Nieves, CMC, Town Clerk

Date

TOWN OF PALM BEACH

Town Council Meeting on: December 8, 2020

Section of Agenda

Regular Agenda - Old Business

Agenda Title

COVID-19 Update

Kirk W. Blouin, Town Manager

TIME CERTAIN: 11:00 AM

- a. Report from Fire-Rescue Chief on COVID-19 Infections, Hospitalizations and Vaccines
- b. Report from Town Attorney Regarding Town Limitations on Emergency Orders (*verbal report*)
- c. Discussion About Town-Wide Curfew
- d. RESOLUTION NO. 145-2020 A Resolution Of The Town Council Of The Town Of Palm Beach, Palm Beach County, Florida Concurring With The Request Of The Town's Chief Of Police, To Extend The Chief's Declaration Of The Existence Of A State Of Emergency Within The Corporate Limits Of The Town To January 12, 2021, Unless Earlier Terminated By The Chief Of Police, At Which Time The Town Council Will Address The Need For Any Extension Of The Declaration Of Emergency; Providing For An Effective Date.
- e. Request from Royal Poinciana Plaza for Outdoor Soul Cycle
- f. Update on Temporary Retail and Outdoor Seating Program

Time Certain

11:00 AM

Presenter

ATTACHMENTS:

- ▢ **c. Memorandum Dated November 20, 2020, from Wayne Bergman, Director of Planning, Zoning and Building**
- ▢ **c. Letter Dated November 22, 2020, from Alexander Patterson and Samantha David**
- ▢ **d. Resolution No. 145-2020**

TOWN OF PALM BEACH

Information for Town Council Meeting on: December 8, 2020

To: Mayor and Town Council

From: Wayne Bergman, Director of PZB

Cc: Kirk Blouin, Town Manager

Re: Temporary Outdoor Use – Soul Cycle, 340 Royal Poinciana Way

Date: November 20, 2020

DISCUSSION:

The Town Council, earlier this year, approved a temporary program of allowing restaurant seating and retail displays to be relocated outdoors in an effort to help local businesses operate effectively during the Covid-19 pandemic. Numerous local businesses have shifted some seating and retail displays outdoors, which encourages customers who may be concerned with being indoors.

This request was received November 6, 2020 from Alexandra Patterson of the Royal Poinciana Plaza for Soul Cycle. The proposal is to locate about 56 exercise bikes to the grass lawn area near the vacant theater on the property. As Jay Boodheshwar states in his email, this is not exactly the type of business use that was approved by the Town Council when approving these temporary outdoor uses under Covid-19.

The matter is presented to the Town Council for your consideration. Soul Cycle is requesting approval for this temporary outdoor use during Covid-19.

Attached:

Application for Temporary Outdoor Seating and Outdoor Retail Displays
Email Chain



TOWN OF PALM BEACH

Application for Temporary Outdoor Seating and Outdoor Retail Displays

Any restaurant or retail establishment that wishes to establish new or additional outdoor dining areas or displays in order to operate consistent with State of Florida Executive Order No. 20-123, shall email this application and related exhibits to wbergman@townofpalmbeach.com.

Applicant Information: Restaurant _____ Retail X

Business Name: SoulCycle, Inc. Owner Name: SoulCycle, Inc.

Street Address: 340 Royal Poinciana Way Palm Beach, FL 33480

Email: adam.farber@soul-cycle.com Phone: 212.258.2125

Property Owner Name (if different from business owner): RPP Palm Beach Property LP

Contact Information:

Name: Alexandra Patterson

Email: alexandra.patterson@wsdevelopment.com Phone: 814.490.6523

Restaurants:

Total Indoor Seats (Pre-COVID): _____ Total Indoor Seats at 50% Capacity: _____

Total Outdoor Seats (Pre-COVID): _____ Total Outdoor Seats (6 feet of separation): _____

Number of Additional Outdoor Seats Requested: _____

Where will additional seats be located? Public Sidewalk _____ and/or Private Property _____

Describe Property to be used: _____

Retail Establishments:

Total Store Capacity (Pre-COVID): 47 bikes Total Store Capacity at 50% Capacity: 23 bikes

Please attach a site plan to show the outdoor areas proposed for use and location/number of tables, seats and displays, with dimensions indicating spacing distances.

** Please see attached package explaining SoulOutside program as well as customer and community testimonials.*

Insurance Requirements (Use of Public Spaces Only):

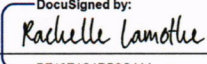
Please attached a Certificate of Insurance naming the Town of Palm Beach as additional insured under your General Liability policy coverage, with limits of liability not less than \$1,000,000 per occurrence. The Certificate of Insurance shall indicate an Occurrence Basis. The Service Provider's General Liability coverage shall be primary and non-contributory.

Temporary Conditions:

1. This temporary outdoor use will continue until rescinded by the Town Council.
2. This use may be revoked if the outdoor areas become unsafe or are deemed a nuisance to the community due to excessive complaints.
3. Requests for use of public property shall include a signed hold harmless agreement and a certificate of insurance with coverage described above.
4. Compliance with CDC, FDA and OSHA guidelines are required. See attached.
5. Temporary tables, seating and displays cannot infringe upon ADA access along sidewalks and accessible routes in and out of buildings.
6. Approval for use of private property (not owned by business) is required by signature on this application.
7. Must remain in compliance with minimum parking requirements if using parking lots and net number of seats (indoor and outdoor) may not exceed the total number during normal operations.
8. The use of the outdoor spaces shall be in conformity with all other Town Codes and Ordinances.

Application Checklist:

- ☒ Completed Application
- ☒ Detailed Site Plan
- ☐ Certificate of Insurance (public properties only)
- ☐ Refundable Damage Deposit (\$1000 for right of way and \$2500 for park areas)

Signature of Business Owner:  Date: 11/6/2020

DocuSigned by:
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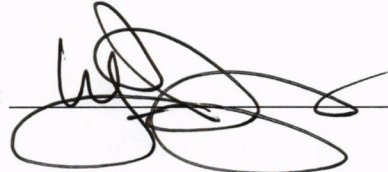
Signature of Property Owner: _____ Date: _____

Hold Harmless Agreement (Use of Public Spaces Only):

The undersigned as owner of the business located at _____, also known as _____, in consideration for the Town allowing owner to temporarily use the public space identified herein, hereby agrees to save, defend and hold harmless the Town of Palm Beach, it's officers, employees, agents, representatives and assigns from any and all claims resulting from this agreement and/or owner's use of the public space referenced herein including, but not limited to, personal injury, death, property damage, trespass or any other tort.

Signature of Business Owner: _____ Date: _____

Required Approvals:

Planning, Zoning & Building:  _____

Public Works (For Public Properties Only): _____

Police: _____

Fire-Rescue: _____

Town Manager's Office: _____



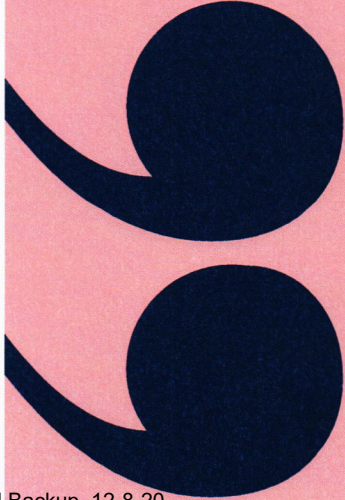
THE ROYAL

POINCIANA PLAZA

| PALM BEACH |

PRESENTING

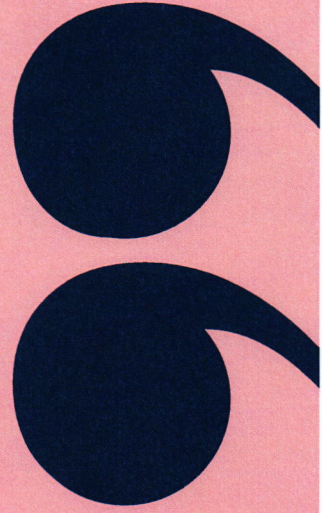
SOULOUTSIDE



*"SoulCycle is a purpose-driven brand
redefining health and happiness through
unique mind-body-soul experiences."*

*We do this through creating addictive product, building community
relationships, cultivating top talent, and offering unparalleled hospitality."*

- SOULCYCLE MISSION STATEMENT



AT A GLANCE

SOULCYCLE

Established in 2005 with nearly 50 locations from coast-to-coast and the U.K. SoulCycle is a one-of-a-kind inspirational and joyful fitness experience designed to benefit the body, mind and soul through a guided spin workout.



PHILANTHROPY

HOW SOULCYCLE GIVES BACK

CHARITY RIDES

Since launch, SoulCycle has hosted charity rides that provide organizations both large and small the opportunity to come together and raise money in a fun and inspiring way - a SoulCycle class. Through these rides, SoulCycle helps raise more than \$2.5M each year for much-needed causes.

SOULSCHOLARS

SoulCycle's mission is to bring the joy of movement and the benefits of fitness to underserved adolescents. With inspiring music, motivational coaching and a strong, supportive community, SoulScholars have the opportunity to experience the transformative impact that exercise can bring to the body, mind and soul while charting a course for a healthier, happier life.

SOULSERVICE

SoulCycle headquarters employees devote time and energy to giving back to their local communities. Every year, they plan a SOULteering day, where all staff comes together to work on a local service project such as building a garden for an urban school. They also volunteer at a soup kitchen in the Bronx to prepare a Thanksgiving holiday meal which has become an annual tradition.

NUMBER OF PEOPLE RIDING FOR CHARITY	37,000+
TOTAL CHARITY RIDES	688
AMOUNT FUNDRAISED	\$2.5M+
NUMBER OF SONGS PLAYED	5,504
MINUTES OF SWEATING FOR A CAUSE	31,000

CAUSES WE'VE
SUPPORTED

THE ARTS, NATURAL DISASTERS, LOCAL
SCHOOLS, HEALTH AND WELLNESS, CANCER
RESEARCH, ANIMALS, & MORE

**Average Annual Contribution*

HISTORY

SOULCYCLE

AT THE ROYAL POINCIANA PLAZA

1

DESTINATION SOUL: PALM BEACH

- Dates: December 15, 2017 - January 1, 2018
- Location: 150 Royal Poinciana Plaza

2

DESTINATION SOUL: PALM BEACH

- Dates: November 20, 2018 through March 31, 2019
- Location: 150 Royal Poinciana Plaza



PBCH

Palm Beach,
let's ride.



PALM BEACH COMMUNITY

THE ROYAL POINCIANA PLAZA

BUSINESS TESTIMONIALS

CELIS PRODUCE

Due in part to SoulCycle's presence, Celis Produce reported:

- 43% increase month-over-month October 2018 to November 2018
- 41% increase month-over-month November 2018 to December 2018
- 160% increase year-over-year November 2017 v. November 2018
- 28% increase year-over-year December 2017 v. December 2018

"The addition of SoulCycle this season would bring a breath of fresh air to our Palm Beach community and beyond. It's great for small business like ours since it promotes health and wellness as well as other businesses in the Plaza and Palm Beach island. We hope you consider SoulCycle coming back this season."

- Alex Celis, Owner, Celis Produce

SANT AMBROEUS

"SoulCycle became the soul of Palm Beach when they were down here two years ago for a pop-up. We missed them last year with the energy and traffic they brought to the property, and with the current circumstances with COVID they should definitely be outdoors for the health of our Palm Beach residents."

- Adil Avunduk, General Manager, Sant Ambroeus

KIRNA ZABÊTE

"Outdoor SoulCycle would be a perfect fit for The Royal Poinciana Plaza. I first-hand witnessed the joy it brought to us all in the Hamptons this past summer! It is the safe and perfect way for us to all stay fit and healthy."

- Beth Buccini, Owner, Kirna Zabête



PALM BEACH COMMUNITY CLIENT TESTIMONIALS

"As Florida and Palm Beach County begin to emerge from the pandemic, it is crucial that all of the area's businesses be permitted to reopen in order to hasten our overall recovery.

Gyms and fitness studios, such as SoulCycle, are now permitted to operate at 100% capacity statewide. These businesses are important not only to the health of the economy, they are essential to the physical and mental health of our citizens. My wife and daughters are devoted riders at SoulCycle, and I myself look forward to joining them in the SoulCycle community. As the owner of an essential business in the Town of Palm Beach, I am keenly aware of the very necessary regulations that remain in place to protect ourselves and our neighbors, and feel certain that SoulCycle will not just meet but exceed the requirements to serve its members in safest manner possible."

*-James C Remez
President, Livingston Builders, Inc.*

"SoulCycle is not just a workout class - it really is a mindset. I am looking forward to being able to continue my Soul Outside experience during my time in Palm Beach, coming off of riding every day at BARN/WTML and Hudson Yards/TriBeca activations. I am traveling down this Saturday (10/31) and planning to stay through the Spring. Know my boyfriend's family and a few of my friends will also frequently attend classes with me should Palm Beach allow SoulCycle to open!"

- Alexa Reinfeld

"The SoulCycle community is something I am extremely passionate about and is very near and dear to my heart! I can't say enough about the excitement and enthusiasm that surrounds these studios. As a dedicated rider, I would love nothing more than to have SOUL here at The Royal Poinciana Plaza! I am confident in their ability to bring together and unite people for the greater good!"

*- Stacy Leuliette,
Owner at The Scout Guide Palm Beach*

"I have been riding at SoulCycle for a few years and it has become a HUGE part of my life. My friends in Palm Beach County, a lot of whom have moved down permanently since Covid, ride at SoulCycle religiously. We carpool down to Miami once or twice a week right now to ride, but should they be in Palm Beach, it would be daily! Bringing SoulCycle back to Palm Beach would be incredible for locals, visitors and all surrounding businesses!"

- Alex Gordon, Resident of Palm Beach County for 25 Years

"The thing that I love most about SoulCycle Palm Beach is the feeling that I have after taking a class. Now, more than ever, we all need something that MAKES US FEEL GOOD and positive and overall better. The brand loyalty that

I will feel for them if they can be a part for what gets me through these strange times we are in, is unmeasurable. I would LOVE to see SoulCycle back in Palm Beach and a part of my daily routine!"

*- Teresa Remez,
Resident of Palm Beach County for 30 Years*

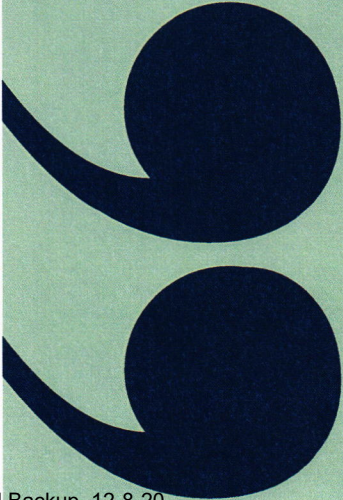
PALM BEACH COMMUNITY SOULCYCLE SURVEY

SoulCycle has a core group of riders who either permanently or temporarily reside in the Palm Beach area for the winter months and have expressed ongoing interest in a studio returning to the market.

With the Northeast entering the winter months, SoulCycle is seeing an influx in their communities heading South for the winter and requesting SoulOutside to be a part of their routine in South Florida.

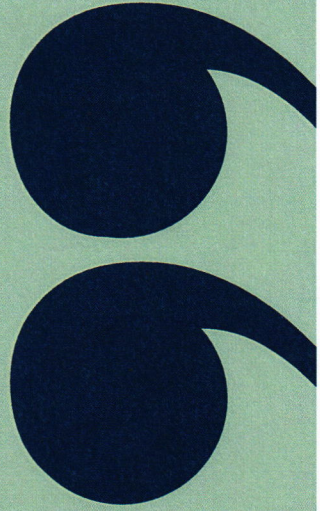
SOULCYCLE SURVEY RESULTS





"Thank you for the opportunity to consider allowing SoulCycle to return back to the Town for another season. In a time that community truly matters, I am relieved to know that both the Town and SoulCycle recognize the compatibility of the community of riders and the community that Palm Beach has to offer. Further, as the daughter of the leader of a town serving business for the past 25 years, I deeply understand the importance of recognizing and respecting all Town rules and regulations. Coming from a devoted SoulCycle rider across multiple regions, it is my opinion that SoulCycle will stand by their track record and uphold the values of the business and community they have built. In the words of my favorite instructor, "you are what you attract" and I believe that Palm Beach is attractive to SoulCycle for many reasons, but mostly for the community of people that we have to offer. I am so excited to ride in Palm Beach again and fully intend to support SoulCycle and the surrounding businesses daily, in the Covid-safe manner that I trust both the Town and SoulCycle will stand behind."

- LILA REMEZ, RESIDENT OF PALM BEACH COUNTY FOR 25 YEARS



OVERVIEW

SOULOUTSIDE

SoulCycle is bringing their experience outside and Palm Beach is lucky to have been selected as a part of an elite group of communities where this is happening across the country. Through SoulOutside, SoulCycle is continuing their commitment to the Soul community by taking their signature 45-minute indoor cycling class outside in multiple locations across the United States.

DETAILS:

- Bikes spaced a safe, social distance apart (per region and local government regulation)
- Classes will be taught through a silent audio system
- A schedule of classes with all their favorite instructors

Studio Status

Check for your home region below for a running list of open indoor and outdoor locations.
SoulOutside 🌞 | Brick & Mortar 🏠
*Masks required during class.

Atlanta	Atlanta	Atlanta
🌞 Buckhead	🌞 Bridgehampton	🌞 Beverly Hills*
Boston	🌞 Montauk	🌞 Century City
🏠 Back Bay	Las Vegas	🌞 Manhattan Beach*
🌞 Chestnut Hill	🏠 Vegas	🌞 Santa Monica*
🌞 Dedham	Long Island	🌞 Newport Beach
Vancouver	🌞 Roslyn	🌞 La Jolla
🏠 Yaletown	Michigan	🏠 Pasadena
Chicago	🏠 Ann Arbor	Texas
🏠 The Loop*	New Jersey	🏠 Domain Northside
🏠 Old Town*	🌞 Short Hills	🏠 Downtown Austin
🏠 North Shore*	🌞 Hoboken	🏠 Memorial
Connecticut	New York	🏠 Preston Hollow
🏠 Greenwich*	🌞 Hudson Yards	🏠 River Oaks
🏠 Westport*	🌞 Brooklyn Heights	🏠 Uptown
DC Area	🌞 Tribeca	United Kingdom
🏠 West End*	NorCal	🏠 Soho London
🌞 Union Market	🌞 Palo Alto	🏠 Notting Hill
🌞 Bethesda	🌞 San Jose	Westchester
Florida	🌞 Walnut Creek	🏠 Bronxville*
🏠 Tampa	🌞 Marin	🌞 Bye Brook
🏠 Coral Gables	Philadelphia	
🌞 South Beach	🌞 Ardmore	

OVERVIEW

SOULOUTSIDE

FEATURES:

- *Silent Audio System:*
 - *In order to comply with noise restrictions, SoulCycle offers each guest a headset in order to hear the instructor's voices and playlist, while maintaining silence for the surrounding environment, passerby and guests in proximity.*
 - *Headsets offer riders the ability to adjust sound volume according to their comfort level. Riders are able to use their own version of any headphone with a .3mm input, if they prefer.*
- *Safety:*
 - *24-hour security detail*
 - *The SoulCycle Standard of Safety (more detail on next slide)*
 - *COVID-friendly arrival and departure process*



SAFETY

THE SOULCYCLE

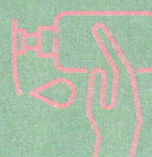
STANDARD



Heightened Deep-Cleaning Process

- Top-grade disinfectant & more frequent cleaning.
- Disinfecting high-touch surfaces.
- All bikes disinfected after every class.
- All weights disinfected after every class.
- Shoes disinfected & rotated.
- Staff required to wear face masks & gloves.
- Top-grade disinfectant, with electrostatic distribution used.

Before The Ride



- Staff temperature check.
- Rider health check per local regulations.
- Every rider must sign a Health Declaration.
- High-touch amenities available upon request.
- Staff hospitality and safety distancing protocols.



Checking In

- Strict enforcement of cancellation policy.
- Touchless hand sanitizer provided.
- Digital check in.
- Social distancing practices.
- Face coverings and gloves required per local regulations.
- Guests encouraged to bring only the necessities.



Clipping In

- Traffic flow control and guidance.
- Sanitizing wipes provided.
- Bikes booked at a safe distance apart.
- Self bike setup unassisted by staff.
- Late entries not permitted.



SoulOutside

- Mask policy per local regulations. Required when not clipped into bike, at minimum.
- Headsets sanitized between each use with top-grade disinfectant.

CASE STUDY

LEGACY PLACE - DEDHAM, MA WS DEVELOPMENT SISTER PROPERTY

"People are absolutely loving the outdoor studio. Not only is it safer being outdoors - people are really excited to participate in something so unique and many have said they would like us to do this every summer. Classes in opening month were mostly full with wait lists."

- SOULCYCLE MANAGER, SOUL DEDHAM

"Soul Cycle has sold out virtually all of its classes since expanding its services to the parking deck at Legacy Place. SoulOutside has added incredible dynamism to the property as a whole and with the news of their pivot to a fresh air studio they've drawn clients to the property."

**- CHRISTA SEYCHEW,
GENERAL MANAGER, LEGACY PLACE**



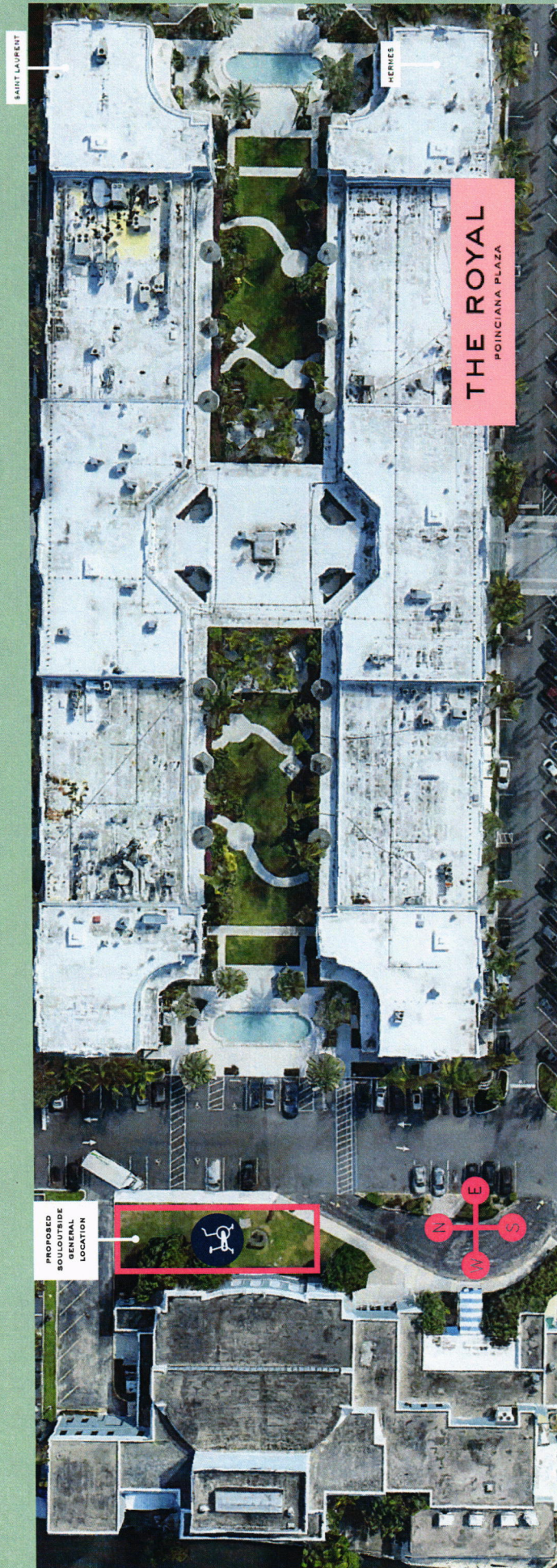
OVERVIEW

SOULOUTSIDE: SANTA MONICA PLACE



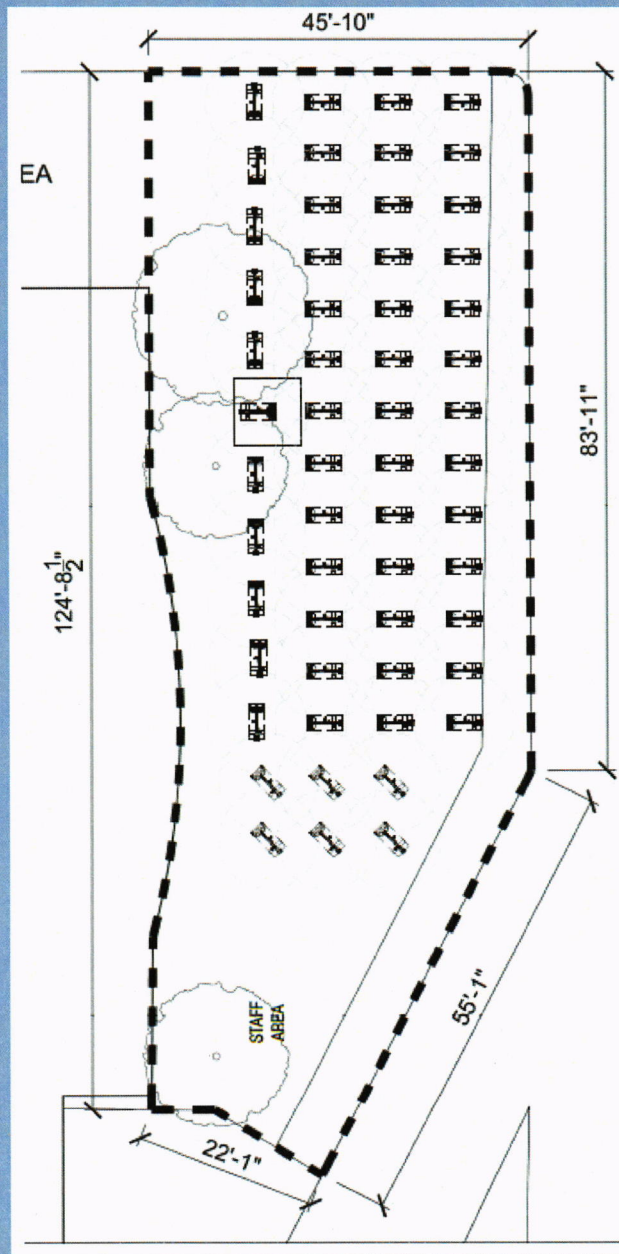
OVERVIEW

PROPOSED LOCATION



OVERVIEW

PROPOSED BIKE PLACEMENT



**Bikes spaced at least six feet apart*



Wayne Bergman

From: Jay Boodheshwar
Sent: Monday, November 16, 2020 11:49 AM
To: Kirk Blouin; Nicholas Caristo
Cc: Wayne Bergman; Benjamin Alma; Martin Deloach; Paul Brazil
Subject: RE: Soul Outside application and presentation

Will do.

Wayne – can you prepare a cover memo to present the request to TC and advise Alex that this request will require TC approval at the Dec. meeting?

Thanks. Jay

Jay Boodheshwar
Deputy Town Manager

Town of Palm Beach
Town Manager's Office
360 S. County Road
Palm Beach, FL 33480
Phone: 561-838-5410
Fax: 561-838-5411
www.townofpalmbeach.com

From: Kirk Blouin <KBlouin@TownofPalmBeach.com>
Sent: Monday, November 16, 2020 11:42 AM
To: Nicholas Caristo <NCaristo@PalmBeachPolice.com>
Cc: Jay Boodheshwar <JBoodheshwar@TownofPalmBeach.com>; Wayne Bergman <wbergman@TownOfPalmBeach.com>; Benjamin Alma <BAAlma@PalmBeachPolice.com>; Martin Deloach <MDeLoach@TownofPalmBeach.com>; Paul Brazil <PBrazil@TownofPalmBeach.com>
Subject: Re: Soul Outside application and presentation

Jay, put this on the TC agenda for next month. I see no problem with the request but the TC should approve.

Sent from my iPad

On Nov 16, 2020, at 11:19 AM, Nicholas Caristo <NCaristo@palmbeachpolice.com> wrote:

I just saw Jay's email. The PD approves if there are no issues and/or Council approves.

Nicholas Caristo
Chief of Police

Palm Beach Police Department
345 South County Road
Palm Beach, FL 33480
561-838-5454

From: Jay Boodheshwar <JBoodheshwar@TownofPalmBeach.com>
Sent: Monday, November 16, 2020 9:54 AM
To: Wayne Bergman <wbergman@TownOfPalmBeach.com>; Nicholas Caristo <NCaristo@PalmBeachPolice.com>; Benjamin Alma <BAAlma@PalmBeachPolice.com>; Martin Deloach <MDeLoach@TownofPalmBeach.com>; Paul Brazil <PBrazil@TownofPalmBeach.com>
Cc: Kirk Blouin <KBlouin@TownofPalmBeach.com>
Subject: RE: Soul Outside application and presentation

Wayne,

I don't think this request is in the spirit of what Council approved, and definitely doesn't fit the categories of "restaurant outdoor seating" and "retail displays". See below. Copying Kirk to make sure he concurs and if so, I would think a Council approval would be required as we won't be able to approve this at a staff level. Thanks. Jay

<image002.png>

Jay Boodheshwar
Deputy Town Manager

Town of Palm Beach
Town Manager's Office
360 S. County Road
Palm Beach, FL 33480
Phone: 561-838-5410
Fax: 561-838-5411
www.townofpalmbeach.com

From: Wayne Bergman <wbergman@TownOfPalmBeach.com>
Sent: Monday, November 16, 2020 9:19 AM
To: Jay Boodheshwar <JBoodheshwar@TownofPalmBeach.com>; Nicholas Caristo <NCaristo@PalmBeachPolice.com>; Benjamin Alma <BAAlma@PalmBeachPolice.com>; Martin Deloach <MDeLoach@TownofPalmBeach.com>; Paul Brazil <PBrazil@TownofPalmBeach.com>
Subject: FW: Soul Outside application and presentation

All - Temporary outside use – exercise bikes (up to 56, according to site plan) outside at Royal Poinciana Plaza, west of the closed theater. No impacts to traffic flow or to parking spaces. No ADA issues. Minimal visibility from adjacent roads. No ROW concerns – all on private property.

PZB approves. Large pdf file – links below. Let me know your thoughts on this.

Wayne Bergman, MCP, LEED-AP
Director

Town of Palm Beach
Planning, Zoning, Building
360 S. County Road
Palm Beach, FL 33480
Office: 561-227-6426
www.townofpalmbeach.com

P.S. Your exterior project may require ARCOM approvals. [Click here for more info.](#)

From: Patterson, Alexandra <Alexandra.Patterson@wsdevelopment.com>
Sent: Monday, November 16, 2020 8:21 AM
To: Wayne Bergman <wbergman@TownOfPalmBeach.com>
Subject: SoulOutside application and presentation

*****Note: This email was sent from a source external to the Town of Palm Beach. Links or attachments should not be accessed unless expected from a trusted source. Additionally, all requests for information or changes to Town records should be verified for authenticity.*****

Trying this as a link instead of an attachment, just in case that's the issue! Sent the email with attachments twice but just in case its not going through, thought this might work.

What's not said on here is that this is temporary through April/May, not any longer. We look forward to the day that they can be inside!

Alex

I'm using Adobe Acrobat.

You can view "SoulOutside_ Palm Beach Presentation (5).pdf" at:

<https://documentcloud.adobe.com/link/track?uri=urn:aaid:scds:US:5fcda135-2473-419c-b740-8ecc19477e16>

I'm using Adobe Acrobat.

You can view "Executed Soul Application for TPB.pdf" at:

<https://documentcloud.adobe.com/link/track?uri=urn:aaid:scds:US:5087b471-d10e-4ab6-a545-0de997229e33>

<image003.png>

WSDEVELOPMENT
ALEXANDRA K PATTERSON
VICE PRESIDENT OF ASSET STRATEGY AND EXPERIENCE

M 814 490 6523

33 BOYLSTON STREET, SUITE 3000
CHESTNUT HILL, MA 02467
WSDEVELOPMENT.COM

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November 22, 2020

Dear Mayor Coniglio and Town Council,

I am writing you in anticipation of seeing you on December 8th to discuss SoulOutside at The Royal Poinciana Plaza. As many of you know, we've had SoulCycle at the Plaza for many years. They started as a short pop-up and since that first year have increased their time with us. They continue to be the business that we get asked about the most, always being asked "are they coming back?!" We get asked by residents who are eager for them come back and we get asked by our own Plaza businesses who can't wait to see the riders on property. Soul has always been an important business for the Plaza but in December of 2020 that statement has never been truer. I won't get into the data and statistics; we all know the state of the world at this moment in time. COVID has in many ways accelerated what was happening in the retail world for many years, but it has also caused a moment for property owners to reflect. It is scary and its exhilarating, and its forcing us to think about what we can do to support the businesses who believe in brick and mortar and ensure we're setting them up for success in every way possible. There is simply nothing better that we can do to support businesses than to surround them with resources, tools, and neighbors that will drives sales. Our resources and tools include everything from our corporate marketing team, our on the ground team, and our retail incubation team, each of these teams are equally committed in success and we simply haven't stopped since March 13th. The neighbors around each of these businesses are equally as important to ensure success, we do not just need vibrant businesses but engaged businesses that pick Palm Beach as the place that they want to be. The synchronicity that comes from Soul and the Plaza businesses is undeniable, we see the sales reflect when Soul is popping up and this is the year that we need it more than ever.

The Royal Poinciana Plaza has found a partner in Soul, a best-in-class operator who wants to be in Palm Beach and is committed to returning to serve this community. It is December in 2020, they do not have to do this... they *want* to do this. When COVID hit, Soul Cycle had to rethink their program and as a result they created an outdoor experience called SoulOutside. They picked select communities around the country where they would have SoulOutside and we're lucky to have two locations in the WS Development portfolio. SoulOutside is an outdoor stationary bike class that is entirely safe and sanitized for their riders. As Soul has always done, SoulOutside is executed to the highest standard from their cleaning and sanitizing practices to security to the fact that the class is silent for anyone not on a bike (all music comes through headsets).

We are excited to welcome Soul back for a few months this year, this time as SoulOutside and we look forward to their continued commitment to the Palm Beach community.

Enclosed please find our package explaining more about Soul Cycle, including Plaza business and client testimonials. We hope by now you've seen many letters of support from community members as well as heard words of support from our neighbors.

Sincerely,

Alexandra Patterson and Samantha David

RESOLUTION NO. 145-2020

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA CONCURRING WITH THE REQUEST OF THE TOWN'S CHIEF OF POLICE, TO EXTEND THE CHIEF'S DECLARATION OF THE EXISTENCE OF A STATE OF EMERGENCY WITHIN THE CORPORATE LIMITS OF THE TOWN TO JANUARY 12, 2021, UNLESS EARLIER TERMINATED BY THE CHIEF OF POLICE, AT WHICH TIME THE TOWN COUNCIL WILL ADDRESS THE NEED FOR ANY EXTENSION OF THE DECLARATION OF EMERGENCY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, 2019 Novel Coronavirus Disease (COVID-19) is a severe, acute respiratory illness that can spread among humans through respiratory transmission and presents with symptoms similar to those of influenza; and

WHEREAS, the World Health Organization (WHO) has declared a pandemic related to COVID-19; and

WHEREAS, the Center for Disease Control and Prevention (CDC) has declared the potential public health threat posed by COVID-19 as "high", both in the United States and throughout the world; and

WHEREAS, on March 1, 2020, Governor Ron DeSantis issued Executive Order 20-51, declaring that appropriate measures to control the spread of COVID-19 in the State of Florida are necessary, and therefore directed that a Public Health Emergency be declared in the State of Florida; and

WHEREAS, on March 9, 2020, Governor Ron DeSantis issued Executive Order 20-52, declaring a State of Emergency in the State of Florida regarding the COVID-19 pandemic; and

WHEREAS, the President of the United States has declared a State of Emergency for the Country to address the public health threat to the United States of America as a result of COVID-19; and

WHEREAS, a threat of impact from COVID-19 exists throughout the corporate limits of the Town of Palm Beach and elsewhere; and

WHEREAS, COVID-19 poses a danger to life and the economic well-being of Palm Beach residents; and

WHEREAS, the Chief of Police of the Town of Palm Beach, pursuant to the authority of Section 58-41 of the Town Code of Ordinances, has declared a state of emergency exists within the corporate boundaries of the Town; and

WHEREAS Florida Statute Section 870.042 provides that the designated official, in this case the Chief of Police, has the authority to exercise the emergency powers conferred in Sections 870.041 through 870.047 of the Florida Statutes; and

WHEREAS, Section 870.047, Florida Statutes, provides for the duration and termination of a State of Emergency and provides that the emergency declaration shall terminate at the end of the period of seventy-two (72) consecutive hours unless prior to the end of the seventy-two (72) hour period, the declaration of emergency has been terminated; and

WHEREAS, any extension of the seventy-two (72) hour time limit must be accomplished by request from the public official and the concurrence of the Town Council by duly enacted resolution in regular or special session; and

WHEREAS, the Town Council approved Resolution No. 122-2020 on November 10, 2020, granting the Chief of Police's request that the seventy-two (72) hour time limit be extended to December 8, 2020; and

WHEREAS, the Chief of Police has requested that the time limit be extended again to January 12, 2021, unless earlier terminated by the Chief of Police.

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

Section 1. The request of the Chief of Police to further extend the time period for the declaration of emergency is hereby granted.

Section 2. The declaration of emergency shall remain in effect until January 12, 2021, unless earlier terminated by the Chief of Police, at which time the Town Council will address the need for any extension of the declaration of the emergency.

Section 3. During this period of time, the Chief of Police has the authority to extend or amend any of the emergency measures declared in the initial declaration of emergency as provided by the terms of Florida Statute Section 870.045.

Section 4. This resolution shall take effect upon execution. A copy of this Resolution shall be filed in the office of the Town Clerk and delivered to the appropriate news media and by posting on the Town's website.

PASSED AND ADOPTED in a regular, adjourned session of the Town Council of the Town of Palm Beach assembled this 8th day of December, 2020.

Gail L. Coniglio, Mayor

ATTEST:

Queenester Nieves, CMC, Town Clerk

TOWN OF PALM BEACH

Town Council Meeting on: December 8, 2020

Section of Agenda

Regular Agenda - Old Business

Agenda Title

Town-wide Undergrounding Project:

Steve Stern, Project Manager

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

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

Jane LeClainche, Director of Finance

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

Patricia Strayer, P.E., Town Engineer

d. RESOLUTION NO. 143-2020 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving the Award of the Guaranteed Maximum Price to Burkhardt Construction Inc. for Phase 4 North and Via Marila Drainage Improvement Project in the Amount of \$5,101,393.06 and Establish a Project Budget of \$5,300,000.

Dean Mealy, Purchasing Manager

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

Dean Mealy, Purchasing Manager

TIME CERTAIN: 11:30 AM

Presenter

ATTACHMENTS:

- ▣ **a. Project Summary Report & Backup**
- ▣ **b. Memorandum dated November 25, 2020, from Jane Le Clainche, Director of Finance**
- ▣ **b. General Obligation Bonds 2021**
- ▣ **c. Memorandum dated October 15, 2020, from H. Paul Brazil P.E., Director of Public Works**
- ▣ **c. Resolution No. 129-2020**
- ▣ **c. Notification to Property Owner**
- ▣ **c. Notification to Adjacent Property Owners**
- ▣ **c. Proof of Publication**
- ▣ **d. Memorandum dated November 25, 2020, from Dean Mealy, CPPO, Town Purchasing Manager**
- ▣ **d. Resolution No. 143-2020**
- ▣ **d. Burkhardt GMP 2nd Submittal**
- ▣ **d. KHA - Phase 4 North - GMP Review**
- ▣ **e. Memorandum dated November 25, 2020 from Dean Mealy, Purchasing Manager**
- ▣ **e. Resolution No. 144-2020**
- ▣ **e. Review and Approval of Phase 4 North Construction Phase Services**

TOWN OF PALM BEACH

Information for Town Council Meeting on: December 8, 2020

To: Mayor & Town Council

Via: Kirk W. Blouin, Town Manager

From: Steven Stern, Underground Utilities Project Manager

Re: Utility Undergrounding Project Status Report

Date: November 25, 2020

I. COMMUNICATIONS:

A. Community Meetings:

Coffee with the Crew meetings are postponed until further notice.

B. Significant Postal Mail or E-mail

Phases 6N & 6S easement request letters were mailed the last week of November to the address of record for Priority 1 & 2 locations.

II. PROGRESS SUMMARY:

Overall Townwide Construction Progress. 7 of 15 Construction Zones are either complete or in progress/funded for construction, inclusive of Phases 1N, 1S, 2N, 2S, 3N, 3S & 4N*.

A. Construction Progress:

Phase 1 North:

From the Inlet south to Onondaga Ave.

- Complete, March 30, 2019

Phase 1 South:

From southern Town limits north to Sloan's Curve.

- Complete, April 3, 2020

Phase 2 North Construction:

From Esplanade Way to Ocean Terrace.

- Complete, October 29, 2020
- Easement Abandonment is this month's (December 2020) TC Agenda.

Phase 2 South Construction:

From Sloan's' Curve to the intersection of S. Ocean Blvd & S. County Road

- Phase 2 South, the project is 30% complete.
- The crews continue to work in the area of the Southern Blvd traffic circle. Preparing to work in the northern area of this construction zone, the crews are now contacting properties along the N Ocean Blvd and the side streets.

Phase 3 North Construction:

From Osceola Way to the north side of La Puerta Way

- Phase 3 North, the project is 86% complete.
- FPL orders to energize the new underground system are pending.
- ATT & Comcast install activities are in progress.

Phase 3 South:

From S. Ocean Blvd & S. County Road to the Alleyway south of Worth Ave.

- Phase 3 South construction has not started - 0% complete.
- Town continues to pursue remaining outstanding easements.
- Two (2) Chicanes are planned:
 - o Via Marina west of Middle Rd - Transformer for 70 Middle Road
 - o El Brillo - Transformer for 640 S Ocean Blvd

Phase 4 North:

From south side of La Puerta Way to north side of List Road.

- Bid Package Approval is this month's (December 2020) TC Agenda*.
- Demonstration chicane deployment pending installation, 5 are planned:
 1. Colonial Lane
 2. Monterey Road (West)
 3. Monterey Road (East)
 4. Orange Grove Road
 5. List Road

B. Design & Easement Progress:

Overall Townwide Design Progress. 15 of 15 Construction Zones are either complete or in progress/funded for design.

Phase 4 South:

From Peruvian Ave north to Royal Palm Way & the Town Docks.

- Design is 70% complete.
- 53 of 62 easements are recorded or verbally approved.
- Easement acquisition is behind schedule – Master Plan start was May 2020.
- Sample transformer deployment pending in the right of way (utility strip) adjacent to 134 Australian Ave. The sidewalk will be modified and landscape provided.
- A street rendering is included within your backup materials illustrating the 100 block of Australian Ave. Transformers, vaults and communications pedestals are shown in the utility strip.
- The design for the five (5) S. Lake Drive FPL PME switch equipment is included within your backup materials. The design illustrates the design and locations of 3 planned chicanes. The chicanes in this area do not impact traffic flow, but each requires elimination of 1 parking location.

Phase 5 North:

From Country Club Road to Southland Road.

- Design is 46% complete and falling behind schedule due to slow easement acquisition progress.
- 37 of 108 easements are recorded or verbally approved.
- Start of Construction planned for September 2021, originally May 2021.

Phase 5 South:

From South Lake Drive/Hibiscus Ave & Peruvian Ave/Royal Palm Way, properties between the Intracoastal waterway and the Atlantic Ocean & from Royal Palm Way to Seaspray Ave.

- Design is 44% complete and falling behind schedule due to slow easement acquisition progress.
- 35 of 90 easements are recorded or verbally approved.
- Start of Construction planned for September 2021, originally May 2021.

Phase 6 North:

From Chateaux Drive & Kawama Lane to the south side of Plantation Road.

- Design is 22% complete and on schedule.
- Easement acquisition has started, Dec 2020.

Phase 6 South:

Seaspray Ave to the south of Royal Poinciana Way.

- Design is 21% complete and on schedule.
- Easement acquisition has started, Dec 2020.

Phase 7 North:

Palm Beach Country Club north to the south side of List Road.

- Design is 3% complete and on schedule.
- Easement acquisition has not started.

Phase 7 South:

Atlantic Ave north to Via Los Incas & Sanford Ave

- Design is 2% complete and on schedule.
- Easement acquisition has not started.

Phase 8:

Royal Poinciana Way north to Everglade Ave

- Design is 1% complete and on schedule.
- Easement acquisition has not started.

III. FINANCIAL SUMMARY:**A. FEMA Grant Update:**

On July 22, 2020, the Town submitted to the Florida Department of Emergency Management its Phase 5 budget modification and period of performance extension request.

- The Town reported the revised project budget for the updated Kimley-Horn Engineer's Opinion of Cost (OPC) as presented to the Town Council Dec 10, 2019 based on actual costs of construction for phases of the project completed and in progress. This information was more accurate and was not available when the Town applied for the original grant.

FL DEM and FEMA review and response of the revised project budget is in progress. A reply is expected December 2020.

- A Period of Performance (PoP) extension to the grant contract was submitted. The Town requested a contract extension until May 2023. Phase 5 of the project requires an estimated 2 year construction timeline with start of construction now planned for September 2021.

FL DEM - Approved our request on November 24, 2020.

B. Project Budget Summary:

There are no significant changes since the last report. Updates include processing of vendor pay applications for design, direct material purchases and work performed in active phases. The full underground utility project financial report is provided within your backup package with the summary page shown immediately below.

**Underground Utility Project Budget
Project Financial Summary
November 30, 2020**

Expenditures	Original OPC	Dec 2019 OPC	Budget	Actual	% Expended
Phase 1	\$ 12,620,000	\$ 12,910,000	\$ 12,824,617	\$ 12,886,095	100.5%
Phase 2	\$ 9,170,000	\$ 13,470,000	\$ 12,907,271	\$ 7,319,979	56.7%
Phase 3	\$ 10,910,000	\$ 15,400,000	\$ 16,008,280	\$ 6,532,830	40.8%
Phase 4	\$ 10,370,000	\$ 15,220,000	\$ 1,521,291	\$ 1,214,541	79.8%
Phase 5 (Includes \$8.5 Million FEMA Grant Offset)	\$ 14,090,000	\$ 11,694,645	\$ 1,698,543	\$ 768,132	45.2%
Phase 6	\$ 16,820,000	\$ 20,800,000	\$ 1,885,264	\$ 451,166	23.9%
Phase 7	\$ 11,730,000	\$ 15,910,000	\$ 1,583,331	\$ 379	0.0%
Phase 8	\$ 12,300,000	\$ 14,500,000	\$ 1,378,643	\$ 163	0.0%
Total Project Costs To Date	\$ 98,010,000	\$ 119,904,645	\$ 49,807,241	\$29,173,284	58.6%
Other Costs Associated Directly with the Project (Page 8)	\$ 570,000	\$ 980,414	\$ 980,414	\$ 924,312	94.3%
Grand Total of Costs Related to Project	\$ 98,580,000	\$ 120,885,059	\$ 50,787,655	\$30,097,596	59.3%
Debt Service and Related Debt Issuance Costs (Page 8)			\$ 9,497,200	\$ 6,831,614	71.9%
Total Other Costs Outside Underground Budget (Page 8)			\$ 1,158,567	\$ 2,121,622	183.1%
Grand Total of All Costs Related to the Project	\$ 98,580,000	\$ 120,885,059	\$ 51,946,222	\$32,219,218	62.0%

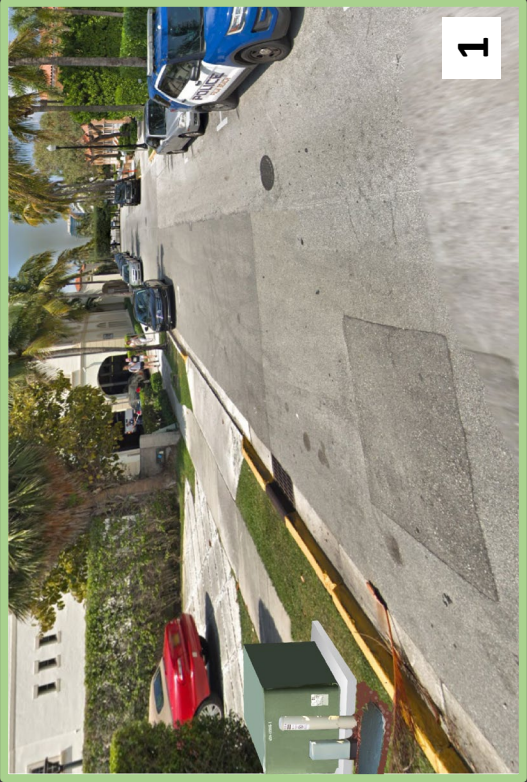
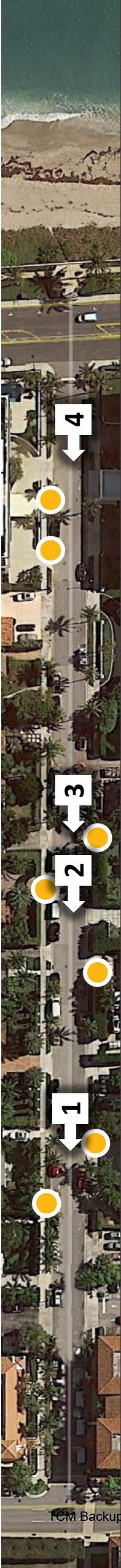
Total Project Budget - Opinion of cost for construction	\$ 120,885,059
% Budgeted/Encumbered To Date Project Costs	42.01%
% Spent to Date - Project Costs	24.90%

C. Consideration of Issuance of GO Bonds for Townwide Underground Project

- This item is on the December 2020 TC Agenda.

cc: Paul Brazil, Public Works Director
Patricia Strayer, Town Engineer
Jane LeClainche, Finance Director
Kevin Schanen, Kimley-Horn & Associates

100 Block Australian Avenue Right of Way Equipment Locations



1



2

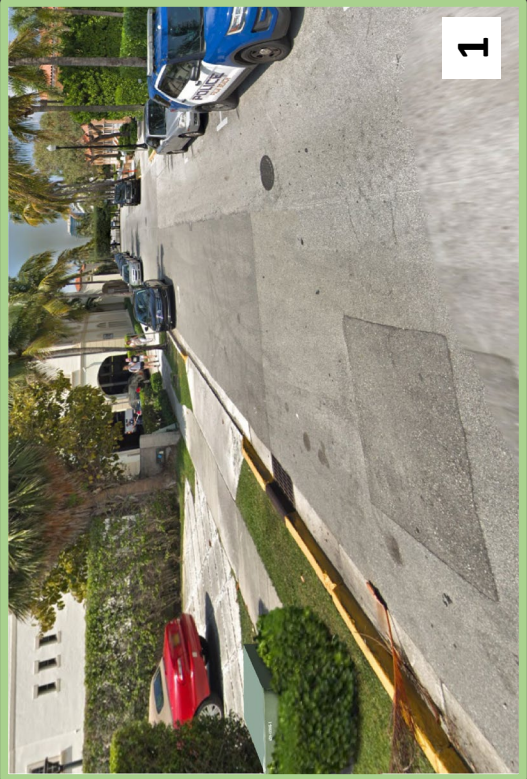
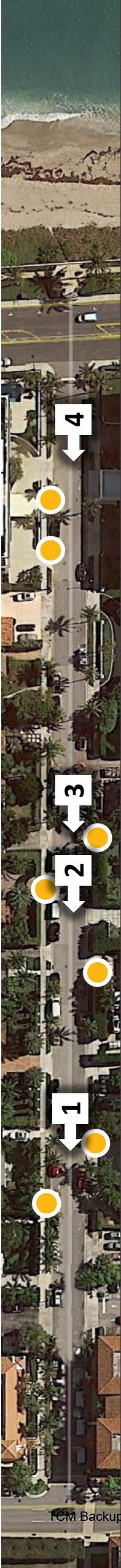


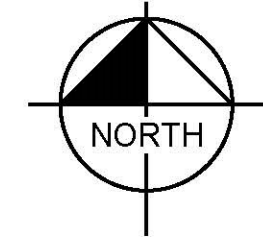
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100 Block Australian Avenue Right of Way Equipment Locations

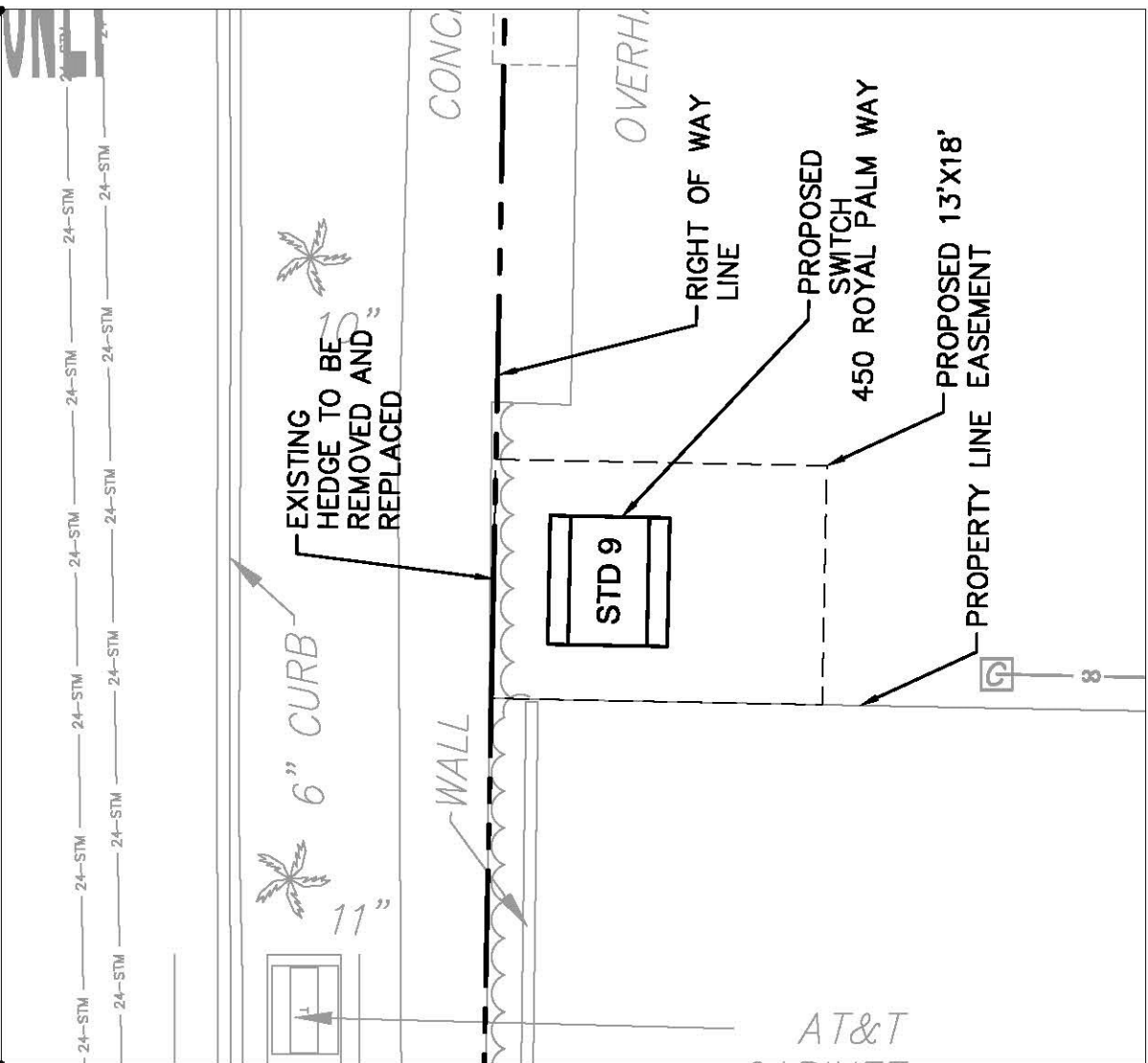
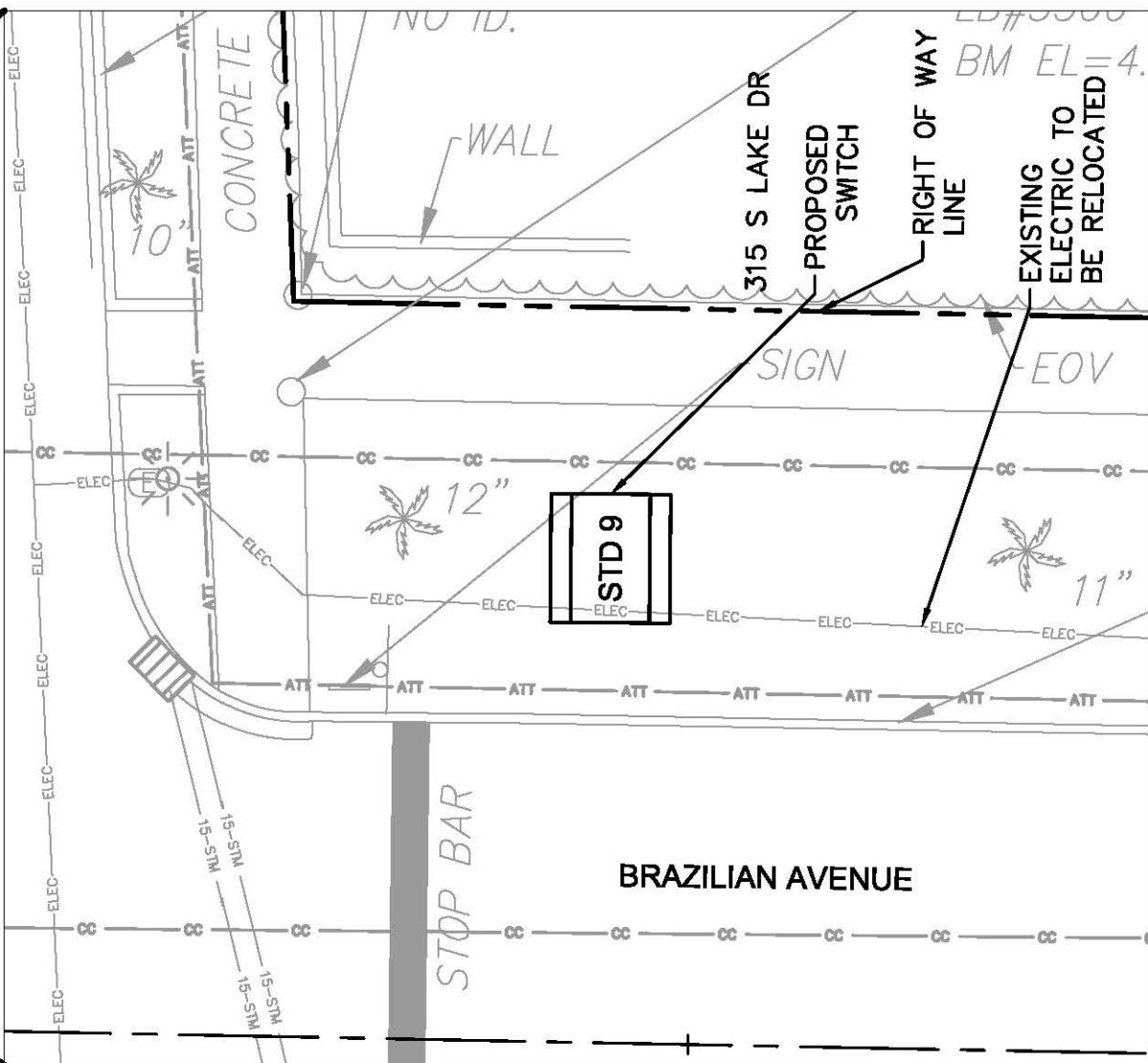
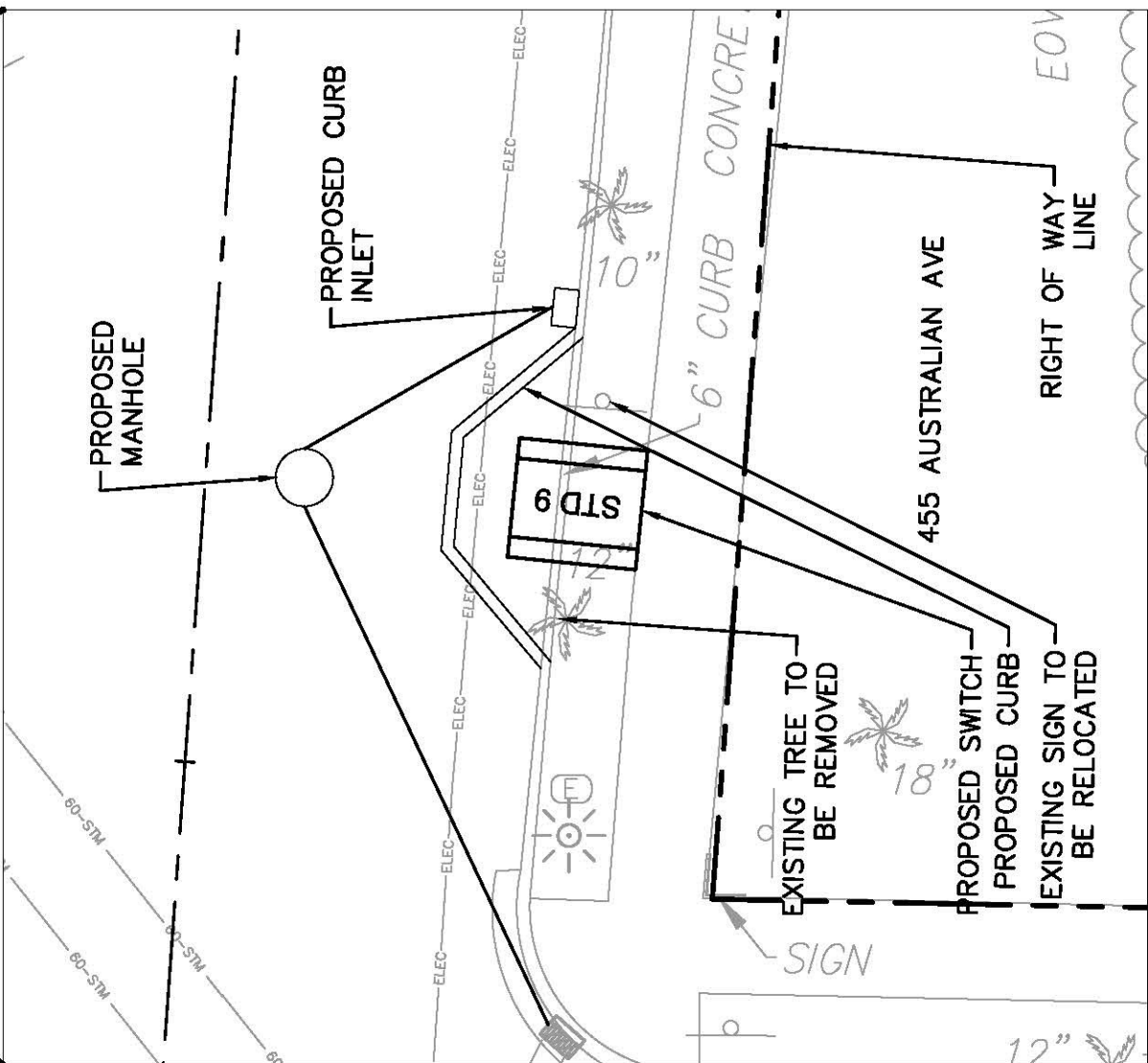
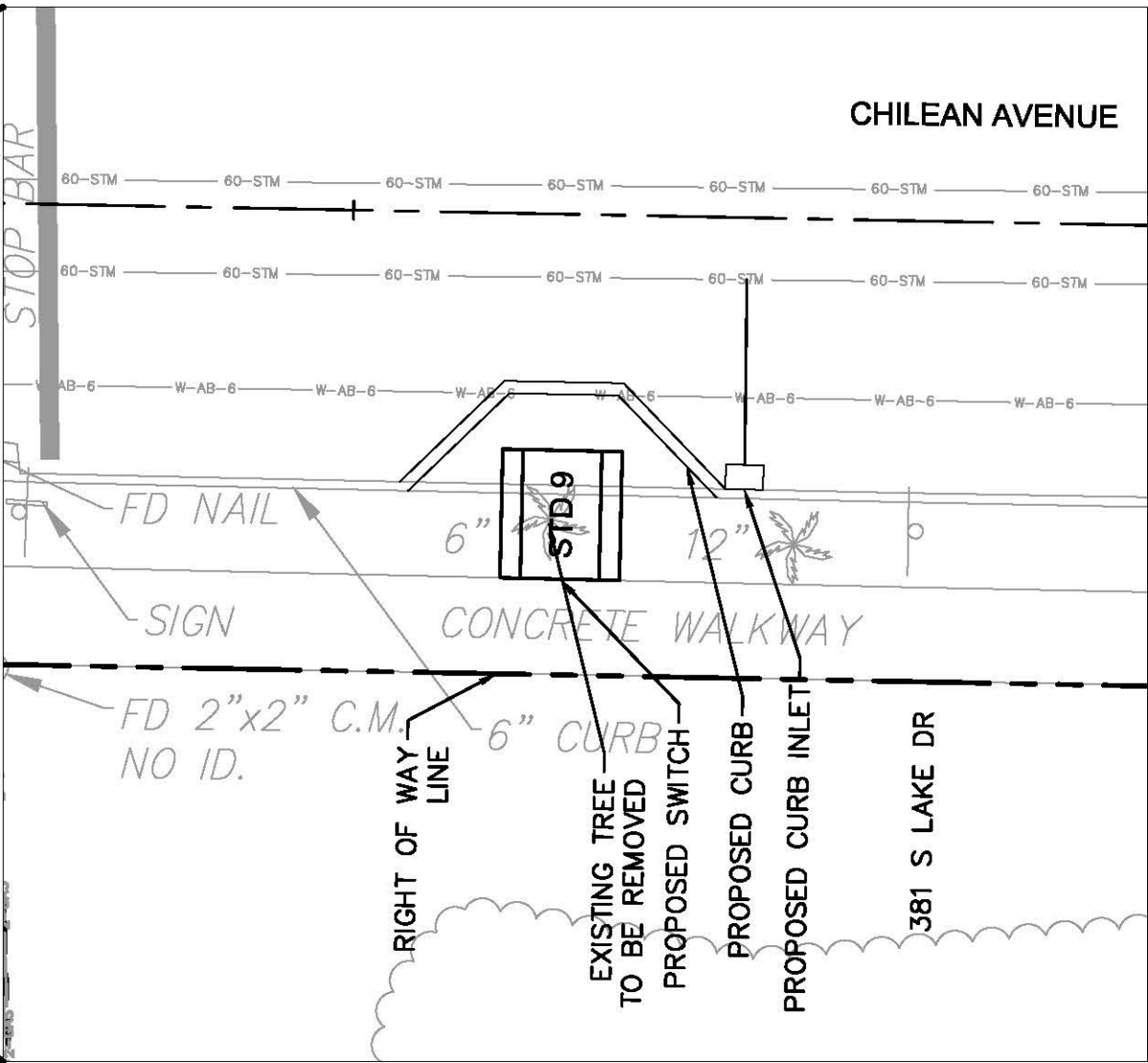
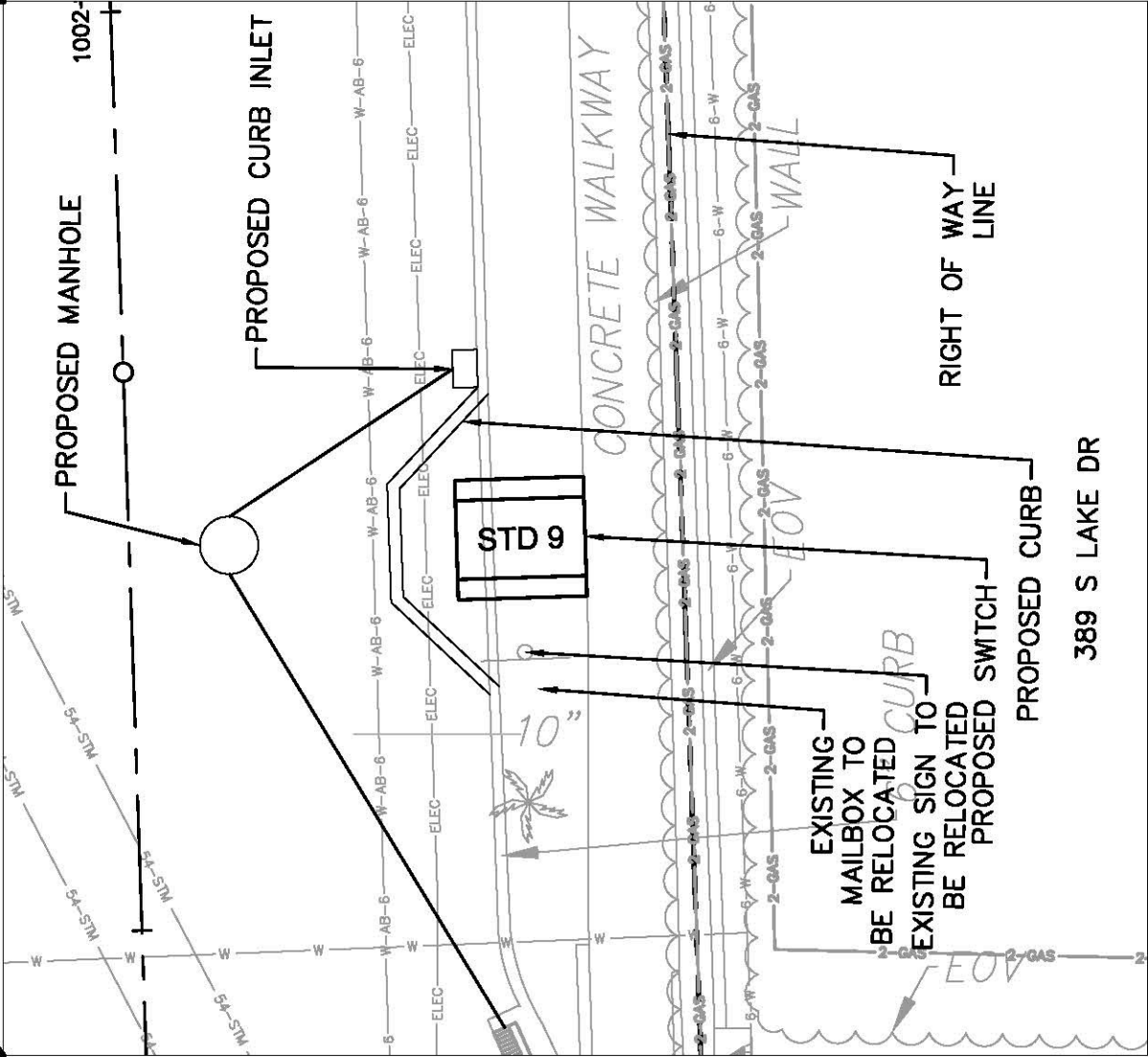
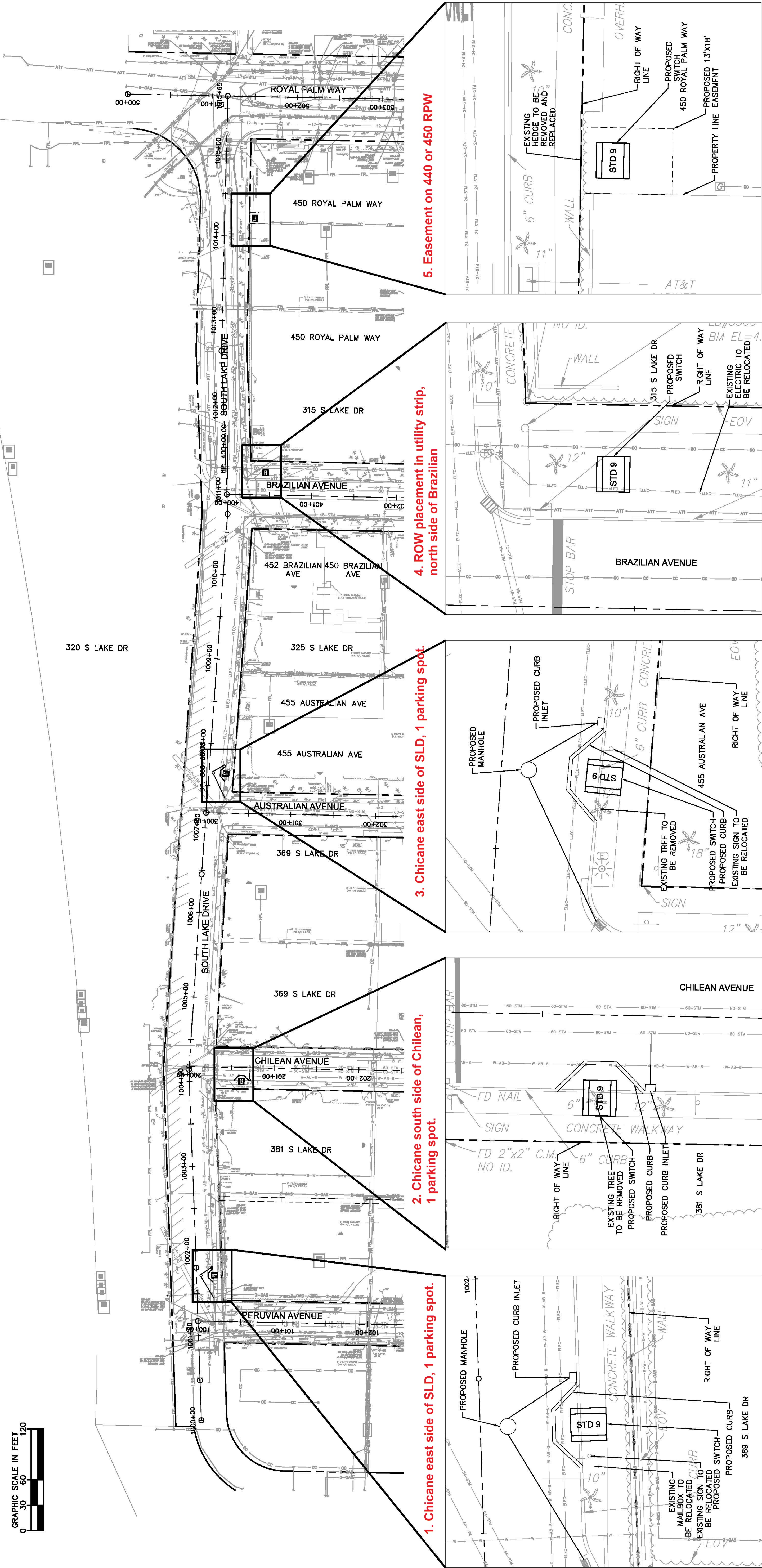




Phase 4 South planned accelerated install of conduit impacting S Lake Drive

GRAPHIC SCALE IN FEET
0 30 60 120

320 S LAKE DR



Kimley»Horn

© 2020 KIMLEY-HORN AND ASSOCIATES, INC.
1920 WEKIVA WAY SUITE 200, WEST PALM BEACH, FL 33411
PHONE: 561-845-0865 FAX: 561-863-8175
WWW.KIMLEY-HORN.COM CA 00000696

TOWNWIDE UNDERGROUNDING
PHASE 5 SOUTH
PREPARED FOR THE
TOWN OF PALM BEACH

KHA PROJECT
044063229
DATE
6/22/2020
SCALE AS SHOWN
DESIGNED BY BAU
DRAWN BY DTC
CHECKED BY KMS

LICENSED PROFESSIONAL
BRETT A. JOHNSON, P.E.
FLORIDA LICENSE NUMBER
74005

PALM BEACH

FLORIDA

DATE:

S LAKE DR

EX-1

SHEET NUMBER



Underground Utility Project Monthly Progress Report December 2020

Table of Contents

Project Dashboard

Phase 2, 3, 4 Construction & Phase 3, 4, 5, 6, 7, 8 Design

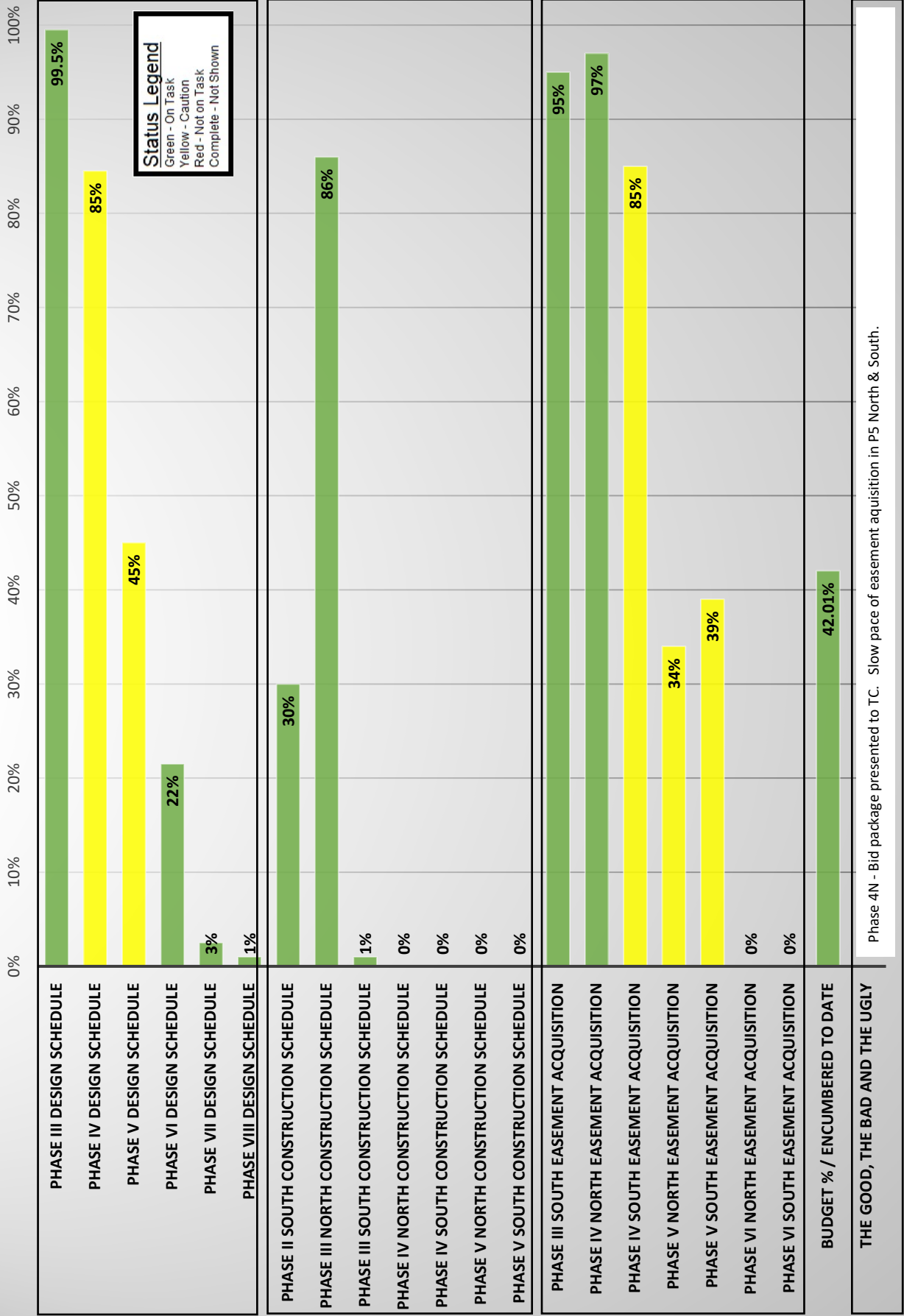
1. Townwide Undergrounding - Phasing & Sequencing Program Map
2. Kimley-Horn - Design
Progress Reports - Phase 3 - 8
Gantt Charts - Phase 3 - 8
3. Burkhardt Construction
Executive Summary & Schedule - Phase 2N, 2S, 3N, 3S
4. Project Financial Report
5. Interest Rate Forecast

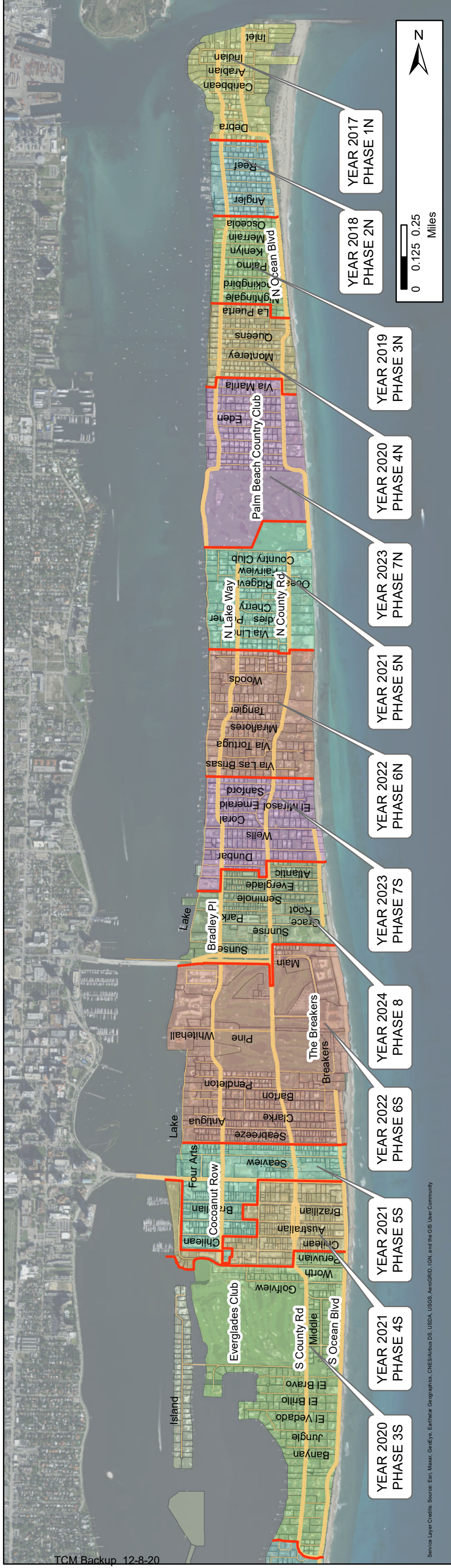
Dashboard Notes:

Total Project Budget - Opinion of cost for construction: \$120,085,059

Prepared by the TMO & Finance Departments
Nov 25, 2020

Town of Palm Beach - Underground Utility Project Dashboard - December 2020





Townwide Undergrounding Program Design & Construction Schedule

Actual

Master Plan Revised November 2020

Phase Area	Design Start	Construction Start	End - Pole Removal	Design Start	Construction Start	End - Pole Removal
Phase1N	Dec-2016	Jun-2017	Jun-2019	Dec-2016	Jun-2017	Jun-2019
Phase1S	Dec-2016	Jun-2017	Jun-2019	Dec-2016	Jun-2017	Jan-2020
Phase2N	Jun-2017	Jul-2018	Feb-2020	Jun-2017	Jul-2018	Oct-2020
Phase2S	Jun-2017	May-2019	Dec-2020	Jun-2017	Nov-2019	Nov-2021
Phase3N	Nov-2017	May-2019	Jan-2021	Nov-2017	Nov-2019	Oct-2021
Phase3S	Nov-2017	May-2019	Apr-2021	Nov-2017	Sep-2020	Sep-2022
Phase4N	Jun-2018	May-2020	Feb-2022	Jun-2018	Dec-2020	Dec-2022
Phase4S	Jun-2018	May-2020	Mar-2022	Jun-2018	May-2021	May-2023
Phase5N	May-2019	May-2021	Apr-2023	May-2019	Sep-2021	Sep-2023
Phase5S	May-2019	May-2021	May-2023	May-2019	Sep-2021	Sep-2023
Phase6N	May-2020	May-2022	Feb-2024	Nov-2019	May-2022	Feb-2024
Phase6S	May-2020	May-2022	Apr-2024	Nov-2019	May-2022	Apr-2024
Phase7N	May-2021	May-2023	Feb-2025	Nov-2020	May-2023	Feb-2025
Phase7S	May-2021	May-2023	Mar-2025	Nov-2020	May-2023	Mar-2025
Phase8	May-2022	May-2024	Mar-2026	Nov-2020	May-2024	Mar-2026



**Town-Wide Undergrounding - Phase 3 Undergrounding
KHA Project #044063215
November 2020 Progress Report
Period: October 23, 2020 to November 18, 2020**

I. Scope Update

A. General

- Schedule: Project schedule progress is shown below.
 - Phase 3 North Design is 100% complete
 - Phase 3 South Design is 99% complete
- Budget: Project is on budget as of September 15, 2020
 - Phase 3 North Design is at 100% of total task budget
 - Phase 3 South Design at 99% of total task budget
- Easement Status
 - Phase 3 North: 100% (36/36) easements approved
 - Phase 3 South: 95% (90/95) easements approved

B. Detailed Design Phase

- o Progress Meeting Attendance
- o Provided pre-construction assistance to the Town and BCI.
- o Continued development of Phase 3 South easement exhibits and submittal to Town.
- o Site meetings with property owners to discuss easement requests in Phase 3 South.
- o Development of legal sketches and descriptions for Phases 3 South.

II. Upcoming Activities (November 19, 2020 – December 18, 2020)

A. Detailed Design Phase

- o Continued Easement meetings with property owners – Phases 3 South
- o Progress Meeting Attendance

Town-Wide Undergrounding - Phase 4 Undergrounding

KHA Project #044063219

November 2020 Progress Report

Period: October 23, 2020 to November 18, 2020

I. Scope Update

A. General

- Schedule: Project schedule progress is shown below.
 - Phase 4 North Design is 99% complete*
 - Phase 4 South Design is 70% complete*
- Budget: Project is on budget as of September 15, 2020
 - Phase 4 North Design is at 96.5% of total task budget
 - Phase 4 South Design at 77% of total task budget
- Easement Status
 - Phase 4 North: 97% (59/61) easements approved
 - Phase 4 South: 85% (53/62) easements approved.

*Easement progress has caused the schedule to fall behind for both phase areas.

B. Detailed Design Phase

- o Subconsultant coordination related to Phase 4 Undergrounding
- o Continued development of Equipment Locations and Conduit Plans for Phase 4 South.
- o Performed field work to obtain information for equipment placement based on easement meetings with property owners.
- o Continued review of FPL, Comcast, and AT&T Conduit and Equipment Plans, coordination with FPL, Comcast, and AT&T regarding design modifications.
- o Finalize coordination with Town and FPL for switch placement in the D-10 area. Issued the bid set for Phase 4 North
- o Performed bid phase services in support of the GMP Development
- o Reviewed BCE received from FPL, provided comments and met with FPL to discuss
- o Development and delivery of easement exhibits to the Town for Phases 4 North and South.
- o Progress Meeting Attendance
- o Meetings and site visits with property owners to discuss easement requests

II. Upcoming Activities (November 19, 2020 – December 18, 2020)

A. Detailed Design Phase

- o Continued coordination with utility owners to refine the design.
- o Continued development and submittal of easement exhibits for Phases 4 North and South.
- o Continued development of Equipment Location and Conduit Plans for Phase 4 South.
- o Meetings and site visits with property owners to discuss easement requests.
- o Progress Meeting attendance.

Town-Wide Undergrounding - Phase 5 Undergrounding
KHA Project #044063229
November 2020 Progress Report
Period: October 26, 2020 to November 25, 2020

I. Scope Update

A. General

- Schedule: Project schedule progress is shown below
 - Phase 5 North Design is 46% complete
 - Phase 5 South Design is 44% complete
- Budget: Project is on budget as of November 15, 2020
 - Phase 5 North Design is at 49% of total task budget
 - Phase 5 South Design is at 48% of total task budget
- Easement Status
 - Phase 5 North: 34% (37/108) easements approved
 - Phase 5 South: 39% (35/90) easements approved

B. Detailed Design Phase

- Developed conduit routing plans
- Coordinated with utility companies, sub-consultants, and Town
- Attended property owner meetings, prepared easement exhibits, and provided legal sketches & descriptions
- Coordinated with Construction Manager
- Led easement meetings with sub-consultants and Town
- Led coordination meetings with sub-consultants

II. Upcoming Activities (November 26, 2020 – December 25, 2020)

A. Detailed Design Phase

- Develop conduit routing plans
- Coordinate with utility companies, sub-consultants, and Town
- Attend property owner meetings, prepare easement exhibits, and provide legal sketches & descriptions
- Coordinate with Construction Manager
- Lead design meeting with utility companies, sub-consultants, and Town
- Lead easement meetings with sub-consultants and Town
- Lead coordination meetings with sub-consultants

Town-Wide Undergrounding - Phase 6 Undergrounding
KHA Project #044063247
November 2020 Progress Report
Period: October 26, 2020 to November 25, 2020

I. Scope Update

A. General

- Schedule: Project schedule progress is shown below
 - Phase 6 North Design is 22% complete
 - Phase 6 South Design is 21% complete
- Budget: Project is on budget as of November 15, 2020
 - Phase 6 North Design is at 21% of total task budget
 - Phase 6 South Design is at 24% of total task budget
- Easement Status
 - Phase 6: N/A, will provide status when this work begins

B. Detailed Design Phase

- Developed equipment tracking spreadsheets
- Developed conduit routing plans
- Coordinated with utility companies, sub-consultants, and Town
- Attended property owner meetings, prepared easement exhibits, and provided legal sketches & descriptions
- Led coordination meetings with sub-consultants

II. Upcoming Activities (November 26, 2020 – December 25, 2020)

A. Detailed Design Phase

- Develop conduit routing plans
- Coordinate with utility companies, sub-consultants, and Town
- Attend property owner meetings, prepare easement exhibits, and provide legal sketches & descriptions
- Lead coordination meetings with sub-consultants

**Town-Wide Undergrounding - Phase 7 Undergrounding
KHA Project #044063270
November 2020 Progress Report
Period: October 26, 2020 to November 25, 2020**

I. Scope Update

A. General

- Schedule: Project schedule progress is shown below
 - Phase 7 North Design is 3% complete
 - Phase 7 South Design is 2% complete
- Budget: Project is on budget as of November 15, 2020
 - Phase 7 North Design is at 1% of total task budget
 - Phase 7 South Design is at 2% of total task budget
- Easement Status
 - Phase 7: N/A, will provide status when this work begins

B. Detailed Design Phase

- Surveyed project sites
- Located meters
- Coordinated with utility companies, sub-consultants, and Town
- Led coordination meetings with sub-consultants

II. Upcoming Activities (November 26, 2020 – December 25, 2020)

A. Detailed Design Phase

- Survey project sites
- Locate meters
- Coordinate with utility companies, sub-consultants, and Town
- Lead coordination meetings with sub-consultants

Town-Wide Undergrounding - Phase 8 Undergrounding
KHA Project #044063271
November 2020 Progress Report
Period: October 26, 2020 to November 25, 2020

I. Scope Update

A. General

- Schedule: Project schedule progress is shown below
 - Phase 8 Design is 1% complete
- Budget: Project is on budget as of November 15, 2020
 - Phase 8 Design is at 1% of total task budget
- Easement Status
 - Phase 8: N/A, will provide status when this work begins

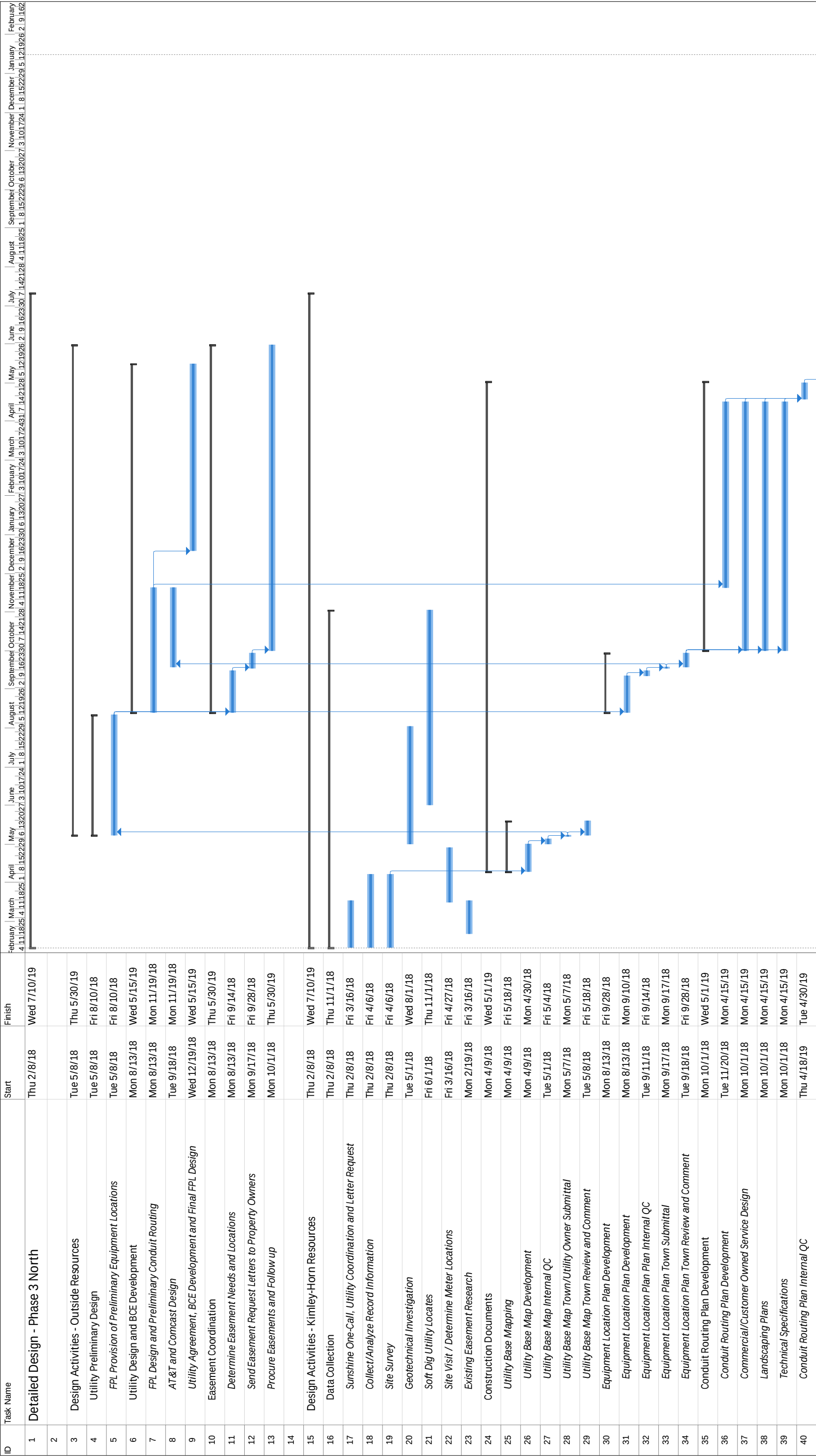
B. Detailed Design Phase

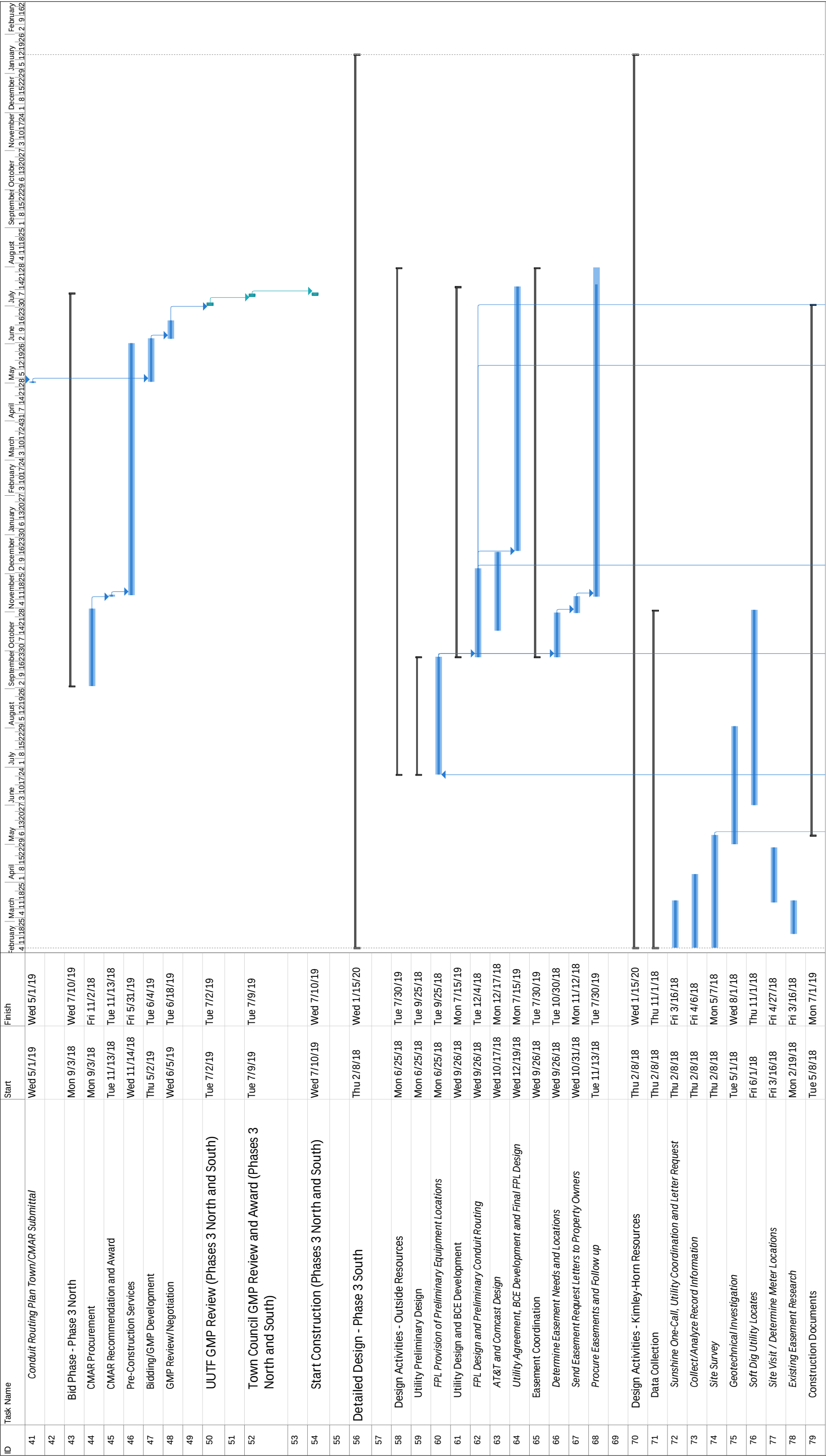
- Surveyed project site
- Coordinated with utility companies, sub-consultants, and Town
- Led coordination meetings with sub-consultants

II. Upcoming Activities (November 26, 2020 – December 25, 2020)

A. Detailed Design Phase

- Survey project site
- Locate meters
- Coordinate with utility companies, sub-consultants, and Town
- Lead coordination meetings with sub-consultants





ID	Task Name	Start	Finish	February 4.11.1825	March 4.11.1825	April 1.8.152229	May 6.132027	June 3.101724	July 1.8.152229	August 5.121926	September 2.9.162330	October 7.142128	November 4.11.1825	December 2.9.162330	January 6.132027	February 3.101724	March 3.101724	April 7.142128	May 5.121926	June 2.9.162330	July 7.142128	August 4.11.1825	September 1.8.152229	October 6.132027	November 3.101724	December 1.8.152229	January 5.121926	February 2.9.162330
80	Utility Base Mapping	Tue 5/8/18	Mon 6/18/18																									
81	Utility Base Map Development	Tue 5/8/18	Tue 5/29/18																									
82	Utility Base Map Internal QC	Wed 5/30/18	Mon 6/4/18																									
83	Utility Base Map Town/Utility Owner Submittal	Tue 6/5/18	Tue 6/5/18																									
84	Utility Base Map Town Review and Comment	Wed 6/6/18	Mon 6/18/18																									
85	Equipment Location Plan Development	Wed 9/26/18	Tue 11/13/18																									
86	Equipment Location Plan Development	Wed 9/26/18	Wed 10/24/18																									
87	Equipment Location Plan Plan Internal QC	Thu 10/25/18	Tue 10/30/18																									
88	Equipment Location Plan Town Submittal	Wed 10/31/18	Wed 10/31/18																									
89	Equipment Location Plan Town Review and Comment	Thu 11/1/18	Tue 11/13/18																									
90	Conduit Routing Plan Development	Thu 11/1/18	Mon 7/1/19																									
91	Conduit Routing Plan Development	Wed 12/5/18	Mon 4/15/19																									
92	Commercial/Customer Owned Service Design	Thu 11/1/18	Mon 4/15/19																									
93	Landscaping Plans	Thu 11/29/18	Mon 4/15/19																									
94	Technical Specifications	Thu 11/29/18	Mon 4/15/19																									
95	Conduit Routing Plan Internal QC	Tue 4/16/19	Fri 6/28/19																									
96	Conduit Routing Plan Town Submittal	Mon 7/1/19	Mon 7/1/19																									
97																												
98	Permitting Activities - Phase 3 South	Wed 5/15/19	Wed 1/15/20																									
99	FDOT Utility permit Application	Wed 5/15/19	Mon 7/1/19																									
100	FDOT Utility permit Application Review Process	Tue 7/2/19	Mon 9/2/19																									
101	FDOT Landscaping Permit Application	Tue 7/2/19	Fri 7/12/19																									
102	FDOT Landscaping Permit Application Review and MMOA Execution Process	Mon 7/15/19	Wed 1/15/20																									
103																												
104	Bid Phase - Phase 3 South	Mon 9/3/18	Thu 8/29/19																									
105	CMAR Procurement	Mon 9/3/18	Fri 1/18/19																									
106	CMAR Recommendation and Award	Mon 1/21/19	Tue 2/12/19																									
107	Pre-Construction Services	Wed 2/13/19	Mon 7/1/19																									
108	Bidding/GMP Development	Tue 7/2/19	Thu 8/15/19																									
109	GMP Review/Negotiation	Fri 8/16/19	Thu 8/29/19																									
110																												
111	UUTF GMP Review (Phases 3 North and South)	Tue 9/3/19	Tue 9/3/19																									
112																												
113	Town Council GMP Review and Award (Phases 3 North and South)	Tue 9/10/19	Tue 9/10/19																									
114																												
115	Start Construction (Phases 3 North and South)	Wed 9/11/19	Wed 9/11/19																									

Project: Phase 3 Detailed Design
Date: Wed 11/18/20

Task

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Inactive Milestone

Inactive Summary

Manual Task

Duration-only

Manual Summary Rollup

Manual Summary

Start-only

Finish-only

External Tasks

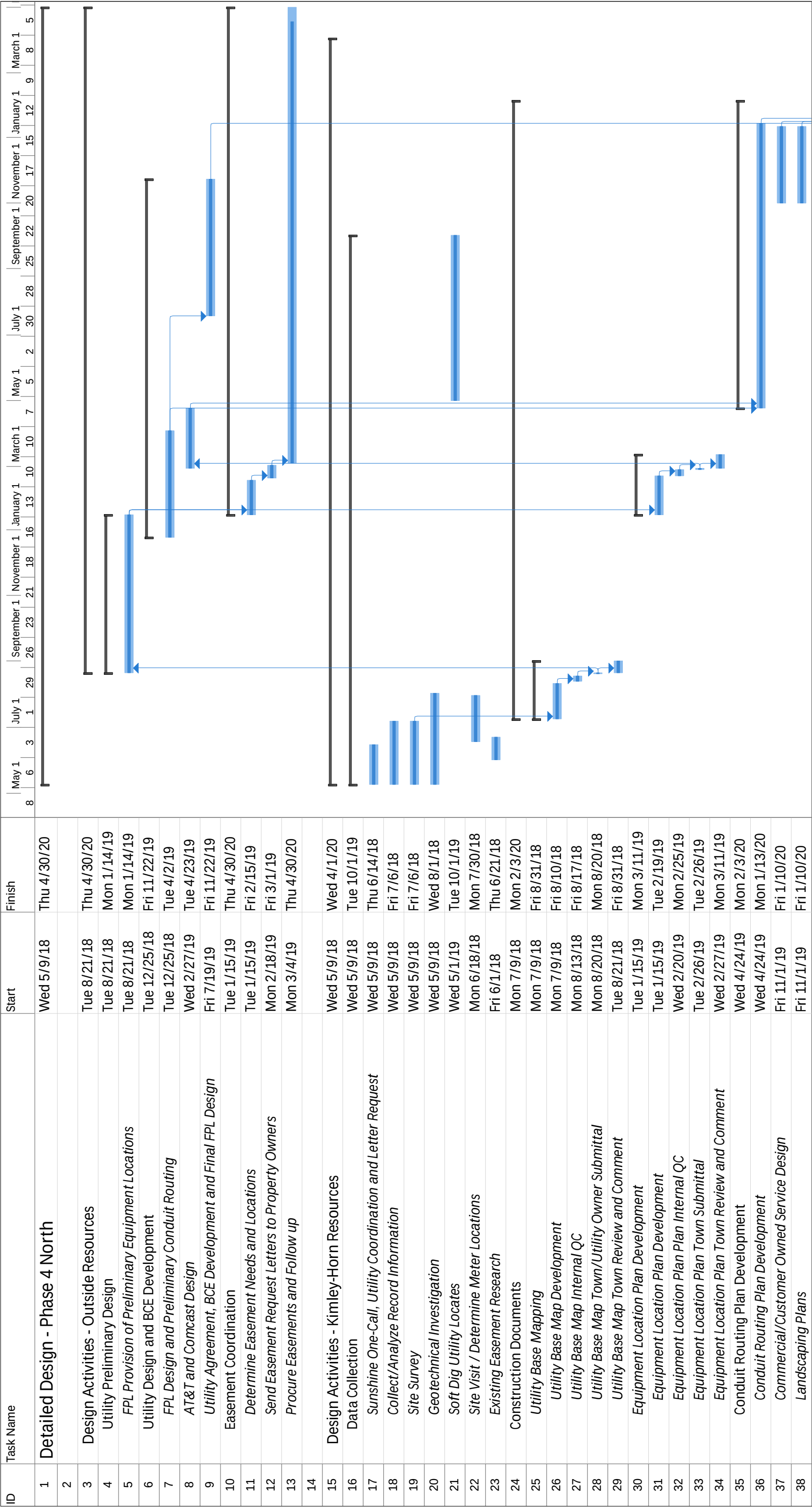
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Project: Phase 4 Detailed Design
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Manual Summary Rollup

Manual Summary

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External Tasks

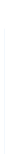
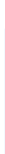
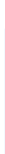
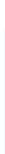
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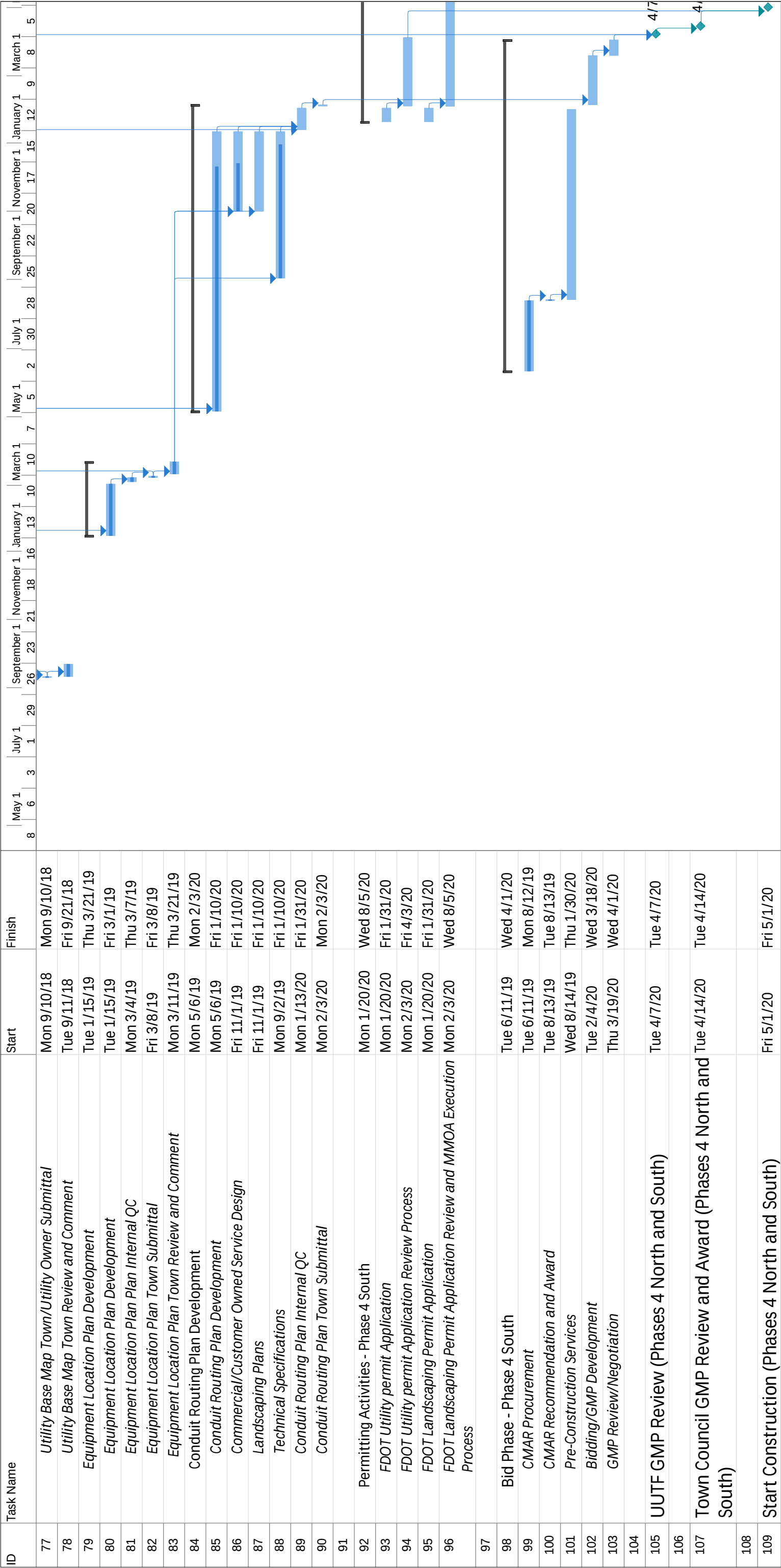
Deadline

Progress

Manual Progress

ID	Task Name	Start	Finish
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40	Conduit Routing Plan Internal QC	Tue 1/14/20	Fri 1/31/20
41	Conduit Routing Plan Town/CMAR Submittal	Mon 2/3/20	Mon 2/3/20
42			
43	Bid Phase - Phase 4 North	Tue 6/11/19	Wed 4/1/20
44	CMAR Procurement	Tue 6/11/19	Mon 8/12/19
45	CMAR Recommendation and Award	Tue 8/13/19	Tue 8/13/19
46	Pre-Construction Services	Wed 8/14/19	Thu 1/30/20
47	Bidding/GMP Development	Tue 2/4/20	Wed 3/18/20
48	GMP Review/Negotiation	Thu 3/19/20	Wed 4/1/20
49			
50	Detailed Design - Phase 4 South	Wed 5/9/18	Wed 8/5/20
51			
52	Design Activities - Outside Resources	Tue 9/11/18	Fri 5/1/20
53	Utility Preliminary Design	Tue 9/11/18	Mon 1/14/19
54	FPL Provision of Preliminary Equipment Locations	Tue 9/11/18	Mon 1/14/19
55	Utility Design and BCE Development	Wed 1/16/19	Fri 11/22/19
56	FPL Design and Preliminary Conduit Routing	Wed 1/16/19	Fri 5/3/19
57	AT&T and Comcast Design	Mon 3/11/19	Fri 5/3/19
58	Utility Agreement, BCE Development and Final FPL Design	Fri 7/19/19	Fri 11/22/19
59	Easement Coordination	Tue 1/15/19	Fri 5/1/20
60	Determine Easement Needs and Locations	Tue 1/15/19	Fri 3/8/19
61	Send Easement Request Letters to Property Owners	Mon 3/11/19	Thu 3/21/19
62	Procure Easements and Follow up	Fri 3/22/19	Fri 5/1/20
63			
64	Design Activities - Kimley-Horn Resources	Wed 5/9/18	Wed 8/5/20
65	Data Collection	Wed 5/9/18	Tue 10/1/19
66	Sunshine One-Call, Utility Coordination and Letter Request	Wed 5/9/18	Thu 6/14/18
67	Collect/Analyze Record Information	Wed 5/9/18	Thu 7/5/18
68	Site Survey	Wed 5/9/18	Thu 7/26/18
69	Geotechnical Investigation	Wed 5/9/18	Wed 8/1/18
70	Soft Dig Utility Locates	Wed 5/1/19	Tue 10/1/19
71	Site Visit / Determine Meter Locations	Mon 6/18/18	Mon 7/30/18
72	Existing Easement Research	Mon 6/18/18	Fri 7/6/18
73	Construction Documents	Mon 7/30/18	Mon 2/3/20
74	Utility Base Mapping	Mon 7/30/18	Fri 9/21/18
75	Utility Base Map Development	Mon 7/30/18	Fri 8/31/18
76	Utility Base Map Internal QC	Mon 9/3/18	Fri 9/7/18

Project: Phase 4 Detailed Design Date: Wed 11/18/20	Task		Project Summary		Manual Task		Start-only		Deadline	
	Split		Inactive Task		Duration-only		Finish-only		Progress	
	Milestone		Inactive Milestone		Manual Summary Rollup		External Tasks		Manual Progress	
	Summary		Inactive Summary		Manual Summary		External Milestone			



Project: Phase 4 Detailed Design
Date: Wed 11/18/20

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Manual Summary

Start-only

Finish-only

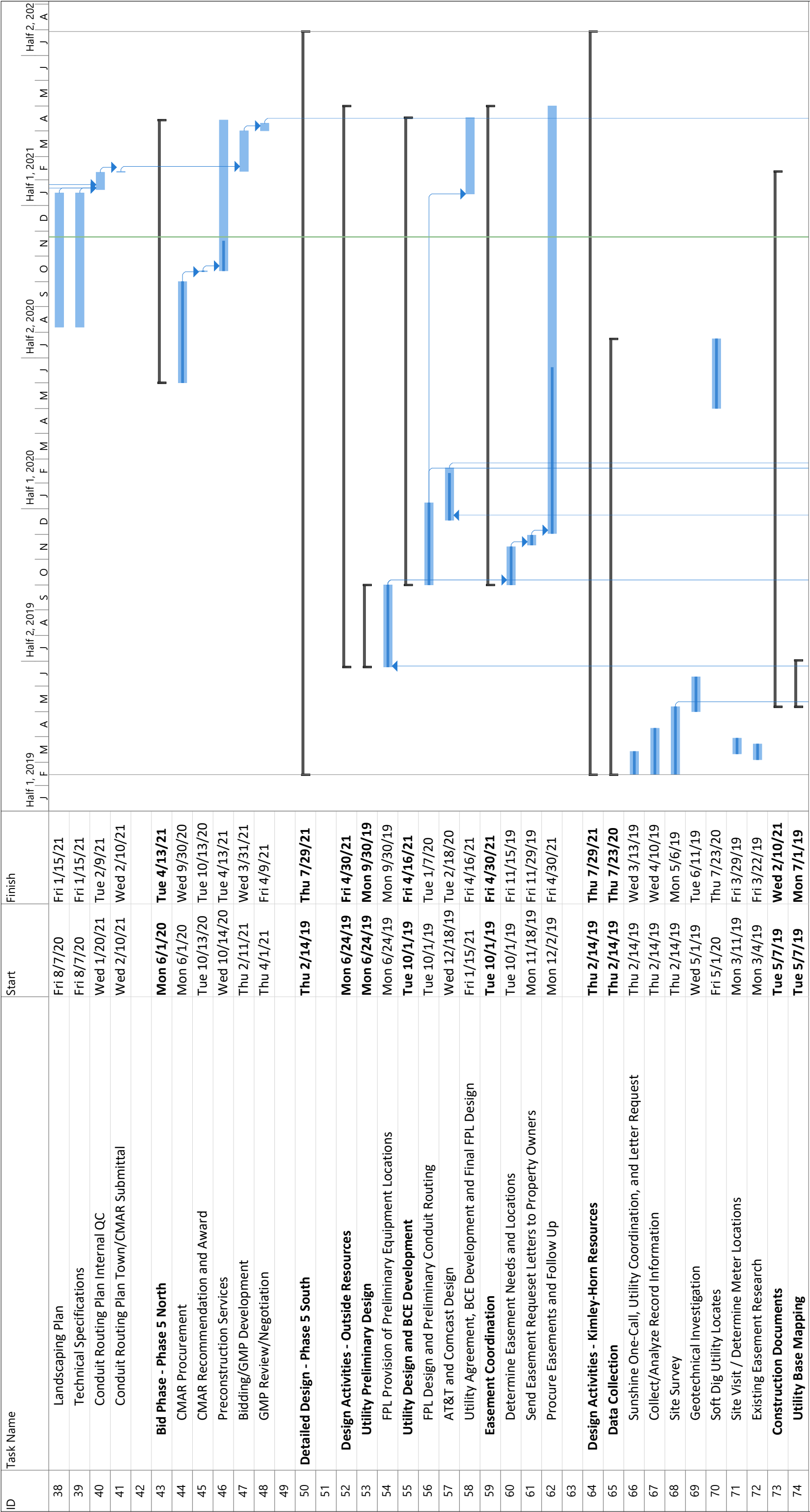
External Tasks

External Milestone

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Project: 2019_0226_Schedule
Date: Tue 11/24/20

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Manual Summary Rollup

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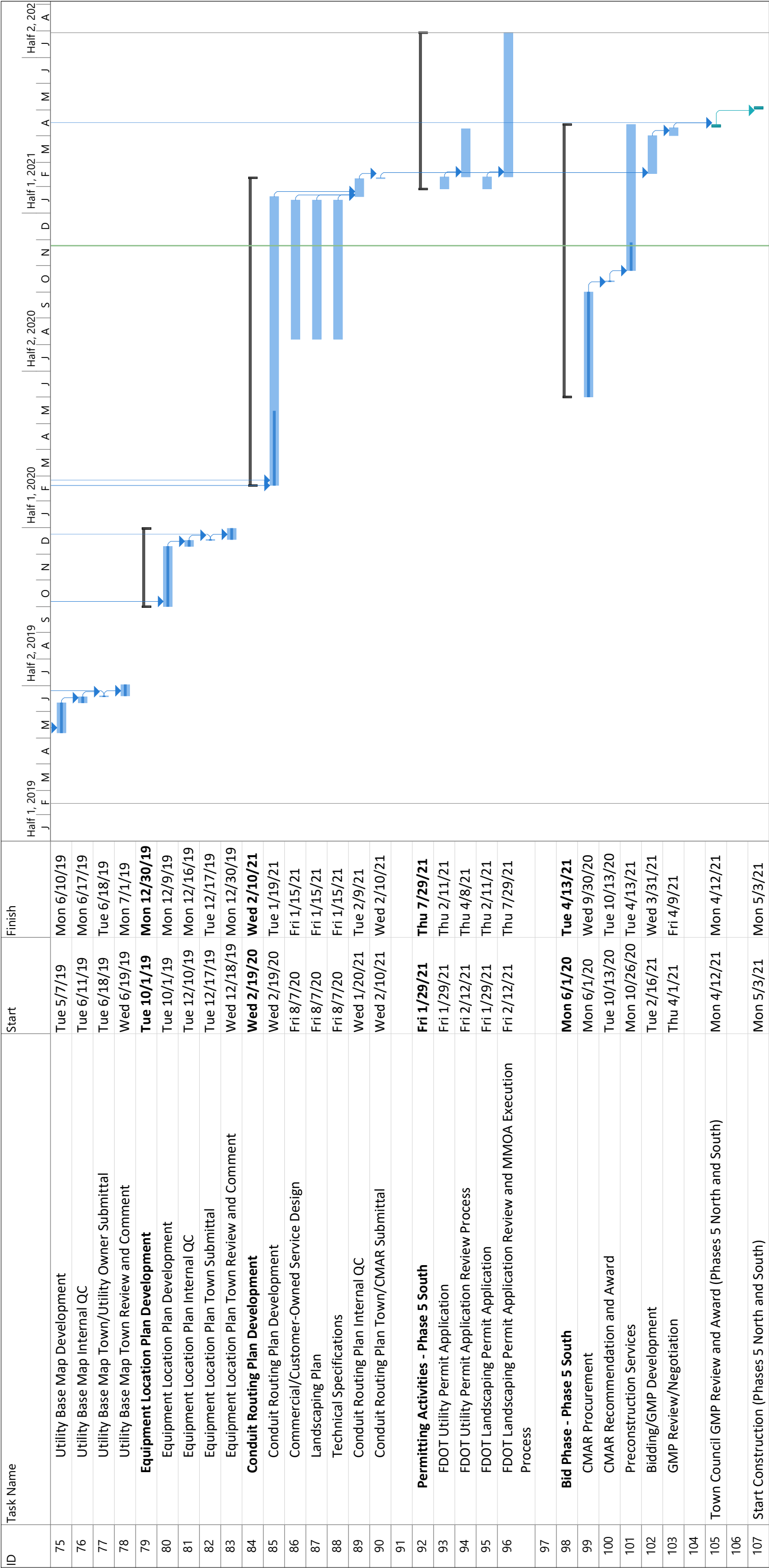
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Start-only

Finish-only

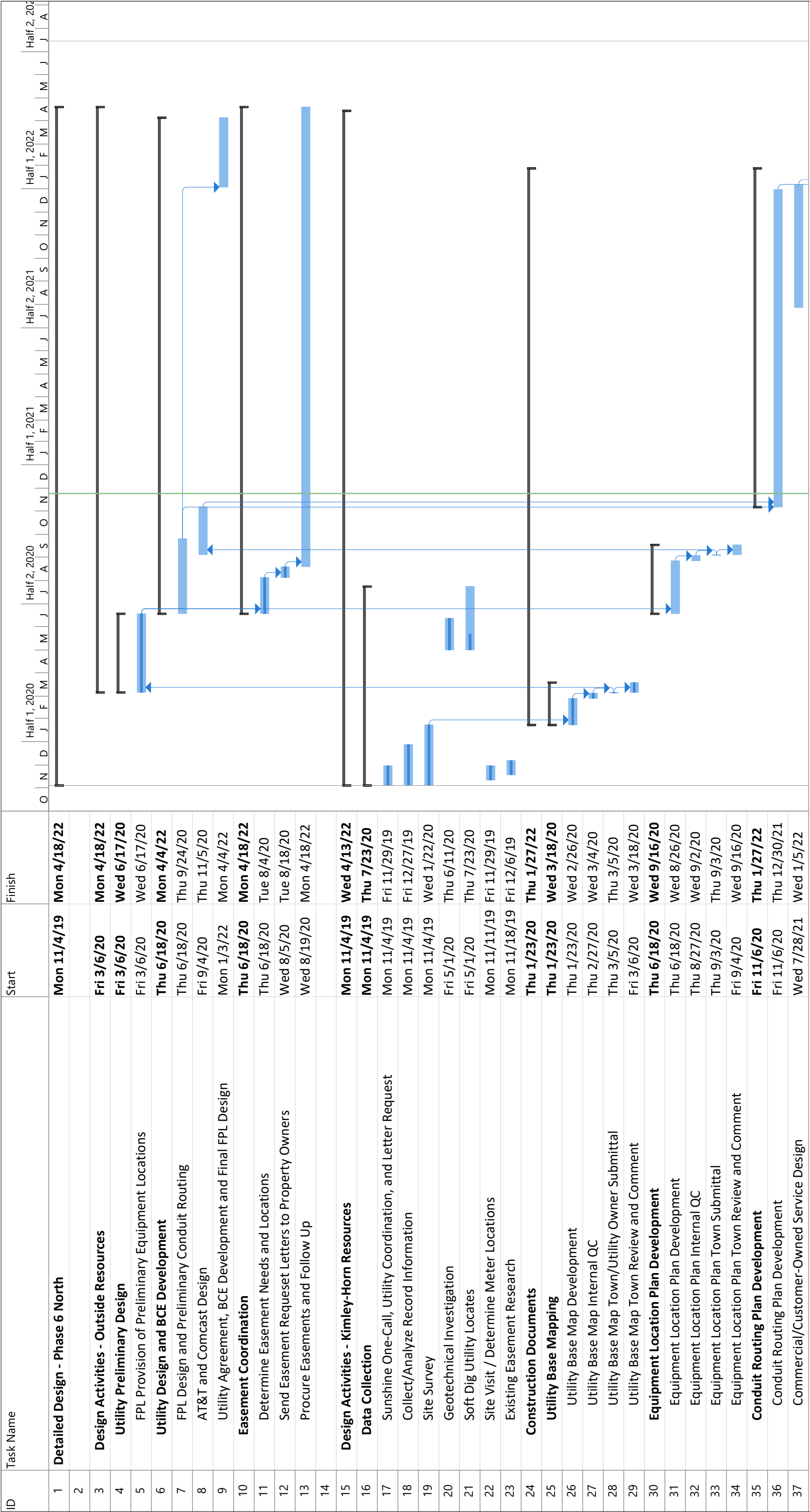
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Manual Summary

Start-only

Finish-only

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Manual Progress

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ID	Task Name	Start	Finish	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	J	F	M	A	M	J	J	A	O	Half 1, 2020	Half 2, 2020	Half 1, 2021	Half 2, 2021	Half 1, 2022	Half 2, 2022
38	Landscaping Plan	Wed 7/28/21	Wed 1/5/22																															
39	Technical Specifications	Wed 7/28/21	Wed 1/5/22																															
40	Conduit Routing Plan Internal QC	Thu 1/6/22	Wed 1/26/22																															
41	Conduit Routing Plan Town/CMAR Submittal	Thu 1/27/22	Thu 1/27/22																															
42																																		
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45	CMAR Recommendation and Award	Tue 10/12/21	Tue 10/12/21																															
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53	Utility Preliminary Design	Fri 3/6/20	Wed 6/17/20																															
54	FPL Provision of Preliminary Equipment Locations	Fri 3/6/20	Wed 6/17/20																															
55	Utility Design and BCE Development	Thu 6/18/20	Mon 4/4/22																															
56	FPL Design and Preliminary Conduit Routing	Thu 6/18/20	Thu 9/24/20																															
57	AT&T and Comcast Design	Fri 9/4/20	Thu 11/5/20																															
58	Utility Agreement, BCE Development and Final FPL Design	Mon 1/3/22	Mon 4/4/22																															
59	Easement Coordination	Thu 6/18/20	Mon 4/18/22																															
60	Determine Easement Needs and Locations	Thu 6/18/20	Tue 8/4/20																															
61	Send Easement Request Letters to Property Owners	Wed 8/5/20	Tue 8/18/20																															
62	Procure Easements and Follow Up	Wed 8/19/20	Mon 4/18/22																															
63																																		
64	Design Activities - Kimley-Horn Resources	Mon 11/4/19	Thu 7/14/22																															
65	Data Collection	Mon 11/4/19	Thu 7/23/20																															
66	Sunshine One-Call, Utility Coordination, and Letter Request	Mon 11/4/19	Fri 11/29/19																															
67	Collect/Analyze Record Information	Mon 11/4/19	Fri 12/27/19																															
68	Site Survey	Mon 11/4/19	Wed 1/22/20																															
69	Geotechnical Investigation	Fri 5/1/20	Thu 6/11/20																															
70	Soft Dig Utility Locates	Fri 5/1/20	Thu 7/23/20																															
71	Site Visit / Determine Meter Locations	Mon 11/11/19	Fri 11/29/19																															
72	Existing Easement Research	Mon 11/18/19	Fri 12/6/19																															
73	Construction Documents	Thu 1/23/20	Thu 1/27/22																															
74	Utility Base Mapping	Thu 1/23/20	Wed 3/18/20																															

Project: 2019_0226_Schedule
Date: Tue 11/24/20

Task

Split

Milestone

Summary

Project Summary

Inactive Task

Inactive Milestone

Inactive Summary

Manual Task

Duration-only

Manual Summary Rollup

Manual Summary

Start-only

Finish-only

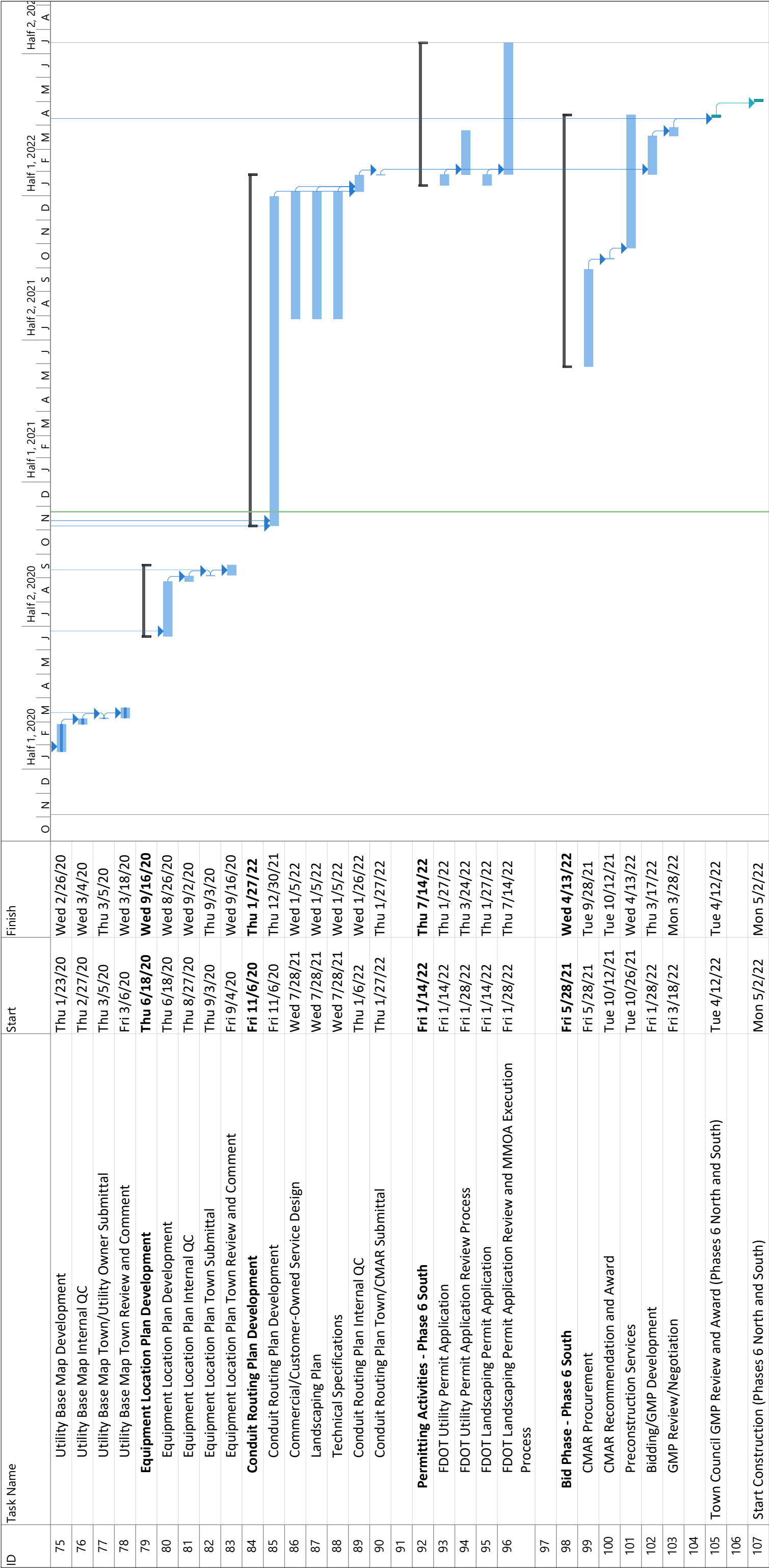
External Tasks

External Milestone

Deadline

Progress

Manual Progress



Project: 2019_0226_Schedule
Date: Tue 11/24/20

Task

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Project Summary

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Inactive Summary

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Duration-only

Manual Summary Rollup

Manual Summary

Start-only

Finish-only

External Tasks

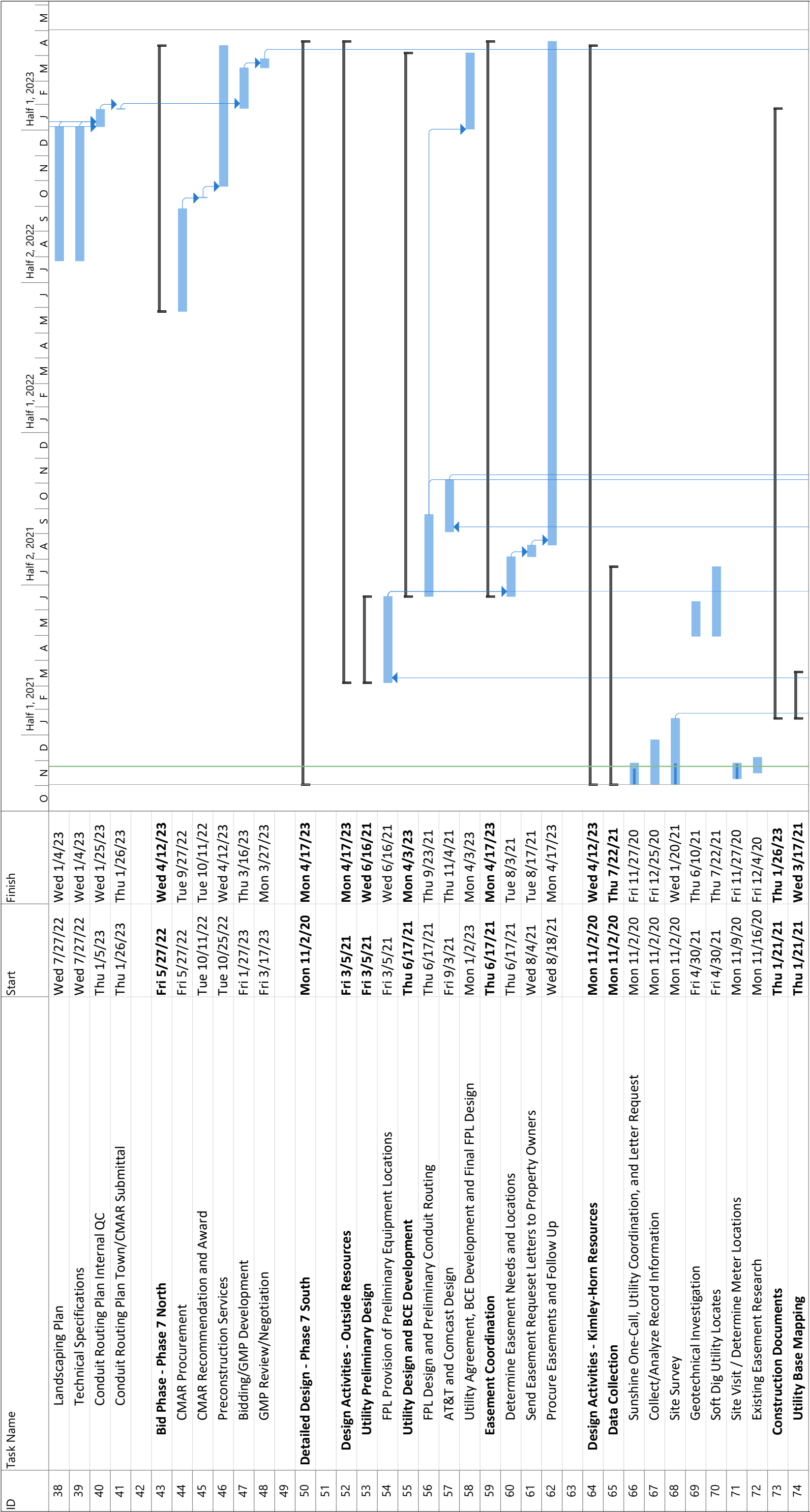
External Milestone

Deadline

Progress

Manual Progress

ID	Task Name	Start	Finish	Half 1, 2021 Half 2, 2021 Half 1, 2022 Half 2, 2022 Half 1, 2023																											
1	Detailed Design - Phase 7 North	Mon 11/2/20	Mon 4/17/23																												
2																															
3	Design Activities - Outside Resources	Fri 3/5/21	Mon 4/17/23																												
4	Utility Preliminary Design	Fri 3/5/21	Wed 6/16/21																												
5	FPL Provision of Preliminary Equipment Locations	Fri 3/5/21	Wed 6/16/21																												
6	Utility Design and BCE Development	Thu 6/17/21	Mon 4/3/23																												
7	FPL Design and Preliminary Conduit Routing	Thu 6/17/21	Thu 9/23/21																												
8	AT&T and Comcast Design	Fri 9/3/21	Thu 11/4/21																												
9	Utility Agreement, BCE Development and Final FPL Design	Mon 1/2/23	Mon 4/3/23																												
10	Easement Coordination	Thu 6/17/21	Mon 4/17/23																												
11	Determine Easement Needs and Locations	Thu 6/17/21	Tue 8/3/21																												
12	Send Easement Request Letters to Property Owners	Wed 8/4/21	Tue 8/17/21																												
13	Procure Easements and Follow Up	Wed 8/18/21	Mon 4/17/23																												
14																															
15	Design Activities - Kimley-Horn Resources	Mon 11/2/20	Wed 4/12/23																												
16	Data Collection	Mon 11/2/20	Thu 7/22/21																												
17	Sunshine One-Call, Utility Coordination, and Letter Request	Mon 11/2/20	Fri 11/27/20																												
18	Collect/Analyze Record Information	Mon 11/2/20	Fri 12/25/20																												
19	Site Survey	Mon 11/2/20	Wed 1/20/21																												
20	Geotechnical Investigation	Fri 4/30/21	Thu 6/10/21																												
21	Soft Dig Utility Locates	Fri 4/30/21	Thu 7/22/21																												
22	Site Visit / Determine Meter Locations	Mon 11/9/20	Fri 11/27/20																												
23	Existing Easement Research	Mon 11/16/20	Fri 12/4/20																												
24	Construction Documents	Thu 1/21/21	Thu 1/26/23																												
25	Utility Base Mapping	Thu 1/21/21	Wed 3/17/21																												
26	Utility Base Map Development	Thu 1/21/21	Wed 2/24/21																												
27	Utility Base Map Internal QC	Thu 2/25/21	Wed 3/3/21																												
28	Utility Base Map Town/Utility Owner Submittal	Thu 3/4/21	Thu 3/4/21																												
29	Utility Base Map Town Review and Comment	Fri 3/5/21	Wed 3/17/21																												
30	Equipment Location Plan Development	Thu 6/17/21	Wed 9/15/21																												
31	Equipment Location Plan Development	Thu 6/17/21	Wed 8/25/21																												
32	Equipment Location Plan Internal QC	Thu 8/26/21	Wed 9/1/21																												
33	Equipment Location Plan Town Submittal	Thu 9/2/21	Thu 9/2/21																												
34	Equipment Location Plan Town Review and Comment	Fri 9/3/21	Wed 9/15/21																												
35	Conduit Routing Plan Development	Fri 11/5/21	Thu 1/26/23																												
36	Conduit Routing Plan Development	Fri 11/5/21	Thu 12/29/22																												
37	Commercial/Customer-Owned Service Design	Wed 7/27/22	Wed 1/4/23																												
Project: 2019_0226_Schedule Date: Tue 11/24/20				Task Split Milestone Summary Project Summary Inactive Task Inactive Milestone Inactive Summary Manual Task Duration-only Manual Summary Rollup Manual Summary Start-only Finish-only External Tasks External Milestone Deadline Progress Manual Progress																											
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Project: 2019_0226_Schedule
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Manual Summary Rollup

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Start-only

Finish-only

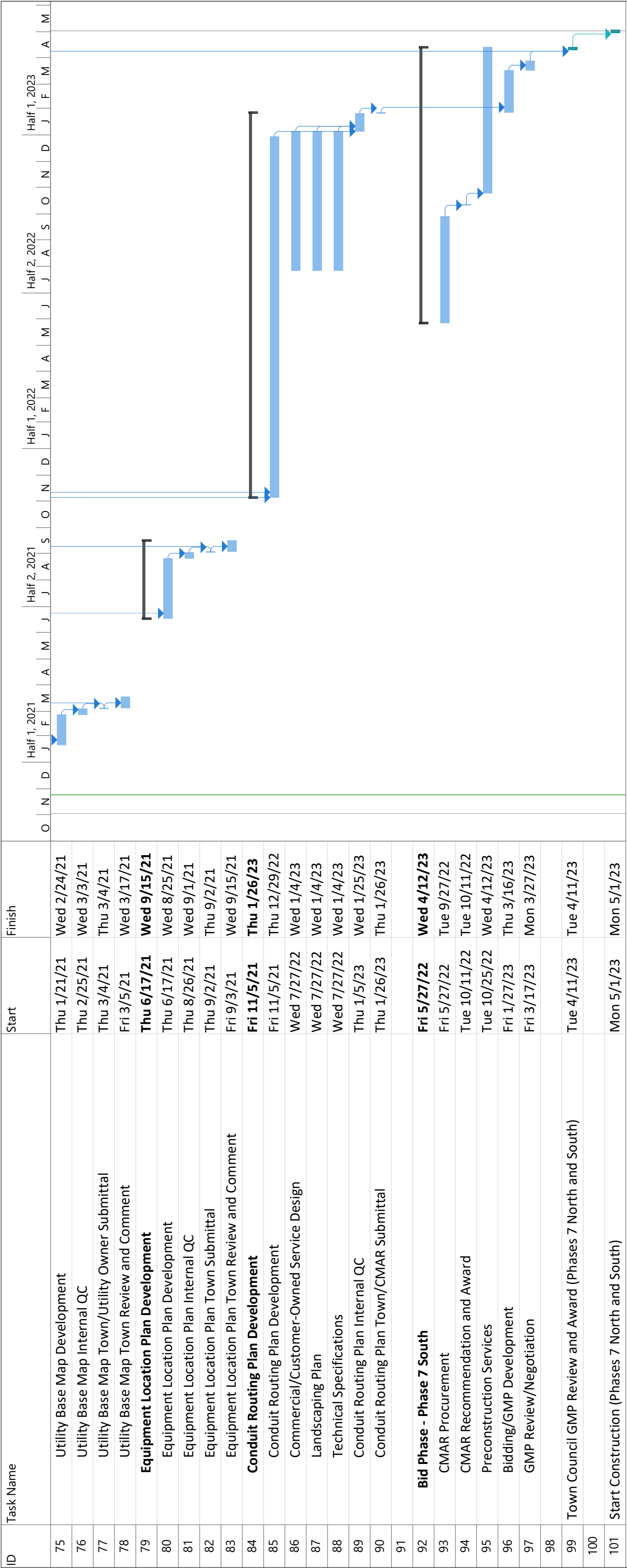
External Tasks

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External Tasks

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Manual Progress

ID	Task Name	Start	Finish
1	Detailed Design - Phase 8	Mon 11/2/20	Thu 7/11/24
2			
3	Design Activities - Outside Resources	Fri 3/5/21	Mon 4/15/24
4	Utility Preliminary Design	Fri 3/5/21	Wed 6/16/21
5	FPL Provision of Preliminary Equipment Locations	Fri 3/5/21	Wed 6/16/21
6	Utility Design and BCE Development	Thu 6/17/21	Mon 4/1/24
7	FPL Design and Preliminary Conduit Routing	Thu 6/17/21	Thu 9/23/21
8	AT&T and Comcast Design	Fri 9/3/21	Thu 11/4/21
9	Utility Agreement, BCE Development and Final FPL Design	Mon 1/1/24	Mon 4/1/24
10	Easement Coordination	Thu 6/17/21	Mon 4/15/24
11	Determine Easement Needs and Locations	Thu 6/17/21	Tue 8/3/21
12	Send Easement Request Letters to Property Owners	Wed 8/4/21	Tue 8/17/21
13	Procure Easements and Follow Up	Wed 8/18/21	Mon 4/15/24
14			
15	Design Activities - Kimley-Horn Resources	Mon 11/2/20	Thu 7/11/24
16	Data Collection	Mon 11/2/20	Thu 7/22/21
17	Sunshine One-Call, Utility Coordination, and Letter Request	Mon 11/2/20	Fri 11/27/20
18	Collect/Analyze Record Information	Mon 11/2/20	Fri 12/25/20
19	Site Survey	Mon 11/2/20	Wed 1/20/21
20	Geotechnical Investigation	Fri 4/30/21	Thu 6/10/21
21	Soft Dig Utility Locates	Fri 4/30/21	Thu 7/22/21
22	Site Visit / Determine Meter Locations	Mon 11/9/20	Fri 11/27/20
23	Existing Easement Research	Mon 11/16/20	Fri 12/4/20
24	Construction Documents	Thu 1/21/21	Thu 1/25/24
25	Utility Base Mapping	Thu 1/21/21	Wed 3/17/21
26	Utility Base Map Development	Thu 1/21/21	Wed 2/24/21
27	Utility Base Map Internal QC	Thu 2/25/21	Wed 3/3/21
28	Utility Base Map Town/Utility Owner Submittal	Thu 3/4/21	Thu 3/4/21
29	Utility Base Map Town Review and Comment	Fri 3/5/21	Wed 3/17/21
30	Equipment Location Plan Development	Thu 6/17/21	Wed 9/15/21

Project: 2019_0226_Schedule

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Vincent G. Burkhardt
President



Executive Summary

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

ID	Task Name	% Comple	Duration	Start	Finish	Qtr 3, 2018 Jul	Qtr 3, 2018 Aug	Qtr 4, 2018 Sep	Qtr 4, 2018 Oct	Qtr 4, 2018 Nov	Qtr 1, 2019 Dec	Qtr 1, 2019 Jan	Qtr 1, 2019 Feb	Qtr 2, 2019 Mar	Qtr 2, 2019 Apr	Qtr 2, 2019 May	Qtr 2, 2019 Jun	Qtr 3, 2019 Jul	Qtr 3, 2019 Aug	Qtr 3, 2019 Sep	Qtr 4, 2019 Oct	Qtr 4, 2019 Nov	Qtr 4, 2019 Dec	Qtr 1, 2020 Jan	Qtr 1, 2020 Feb	Qtr 1, 2020 Mar
1	Phase 2 NORTH	100%	399 days?	Tue 8/14/18	Fri 2/21/20																					
2	Town Council Approval	100%	1 day	Tue 8/14/18	Tue 8/14/18																					
3	Award Prime Contract	100%	13 days	Wed 8/15/18	Fri 8/31/18																					
4	Permitting	100%	14 days	Wed 8/15/18	Mon 9/3/18																					
5	Customer Owned Service Connection Permitting	100%	14 days	Wed 8/15/18	Mon 9/3/18																					
6	Sub Contract Agreements	100%	14 days	Wed 8/15/18	Mon 9/3/18																					
7	Material Procurement	100%	11 days	Mon 8/20/18	Mon 9/3/18																					
8	Underground Conduit Installation, Primary/Secondary (FPL, ATT, Comcast)	100%	240 days	Mon 9/3/18	Fri 8/2/19																					
9	Feeder Splice Box Installation	100%	140 days	Sun 12/30/18	Thu 7/11/19																					
10	Set Transformers / Switch Cabinets (FPL)	100%	155 days	Sun 1/13/19	Thu 8/15/19																					
11	Secondary Services / Wire	100%	235 days	Mon 11/5/18	Fri 9/27/19																					
12	As-Built Submission / Review (FPL)	100%	220 days	Mon 2/11/19	Fri 12/13/19																					
13	Pull Wire / Terminations Primary (FPL)	100%	145 days	Mon 2/18/19	Fri 9/6/19																					
14	*ATT Rod Conduit, Pull Wire, Set Pedestals	100%	180 days	Mon 3/11/19	Fri 11/15/19																					
15	*Comcast Pull Wire, Set Pedestals	100%	180 days	Mon 3/11/19	Fri 11/15/19																					
16	Cut over / Overhead Removal (ATT/Comcast)	100%	150 days	Mon 6/3/19	Fri 12/27/19																					
17	Energize Underground (FPL)	100%	140 days	Mon 4/8/19	Fri 10/18/19																					
18	Secondary Service Switch Over (FPL)	100%	180 days	Fri 4/19/19	Thu 12/26/19																					
19	** Demo Overhead / Remove Poles (FPL) / Final Restoration	100%	180 days	Mon 6/17/19	Fri 2/21/20																					
20	*This Work Will Be Performed By ATT/COMCAST Crews, All Other Work Is Anticipated To Be Performed By A Subcontractor Under The Direction Of Burkhardt Construction, Inc.	0%																								
21	**This Work Must Be Performed By FPL Crews, All Other Work Is Anticipated To Be Performed By A Subcontractor Under The Direction Of Burkhardt Construction, Inc.	0%																								
22	Storm Drainage	100%	30 days	Mon 8/12/19	Fri 9/20/19																					

UPDATED 11/24/2020
CURRENT PERCENT COMPLETED 100%

TOWN-WIDE OVERHEAD UTILITY UNDERGROUNDING
PHASE 2 SOUTH
PRELIMINARY SCHEDULE
RFQ No. 2019-03



ID	Task Name	% Comple	Duration	Start	Finish
1	PHASE 2 SOUTH	30%	525 days	Mon 3/16/20	Fri 3/18/22
2	Town Council Approval	100%	1 day	Tue 11/12/19	Tue 11/12/19
3	Award Prime Contract	100%	5 days	Tue 11/12/19	Mon 11/18/19
4	Permitting	100%	20 days	Tue 11/12/19	Mon 12/9/19
5	Customer Owned Service Connection Permitting	100%	20 days	Tue 11/12/19	Mon 12/9/19
6	Sub Contract Agreements	100%	20 days	Tue 11/12/19	Mon 12/9/19
7	Material Procurement	100%	20 days	Tue 11/12/19	Mon 12/9/19
8	Underground Conduit Installation, Primary/Secondary (FPL, ATT, Comcast)	60%	350 days	Mon 3/16/20	Fri 7/16/21
9	As-Built Submission / Review (FPL)	35%	311 days	Fri 5/15/20	Fri 7/23/21
10	Secondary Services / Wire	15%	204 days	Thu 9/24/20	Tue 7/6/21
11	Feeder Splice Box Installation	50%	161 days	Tue 11/24/20	Tue 7/6/21
12	Set Transformers / Switch Cabinets (FPL)	35%	161 days	Tue 11/24/20	Tue 7/6/21
13	Pull Wire / Terminations Primary (FPL)	0%	181 days	Tue 1/5/21	Tue 9/14/21
14	*ATT Rod Conduit, Pull Wire, Set Pedestals	0%	120 days	Tue 1/5/21	Mon 6/21/21
15	*Comcast Pull Wire, Set Pedestals	0%	120 days	Tue 1/5/21	Mon 6/21/21
16	Cut over / Overhead Removal (ATT/Comcast)	0%	40 days	Mon 6/28/21	Fri 8/20/21
17	Energize Underground (FPL)	0%	40 days	Fri 8/27/21	Thu 10/21/21
18	Secondary Service Switch Over (FPL)	0%	50 days	Fri 8/27/21	Thu 11/4/21
19	** Demo Overhead / Remove Poles (FPL) / Final Restoration	0%	72 days	Thu 11/4/21	Fri 2/11/22
20	*This Work Will Be Performed By ATT/COMCAST Crews, All Other Work Is Anticipated To Be Performed By A Subcontractor Under The Direction Of Burkhardt Construction, Inc.	0%			
21	**This Work Must Be Performed By FPL Crews, All Other Work Is Anticipated To Be Performed By A Subcontractor Under The Direction Of Burkhardt Construction, Inc.	0%			



TOWN-WIDE OVERHEAD UTILITY UNDERGROUNDING
PHASE 3 NORTH
PRELIMINARY SCHEDULE
RFQ No. 2018-03



ID	Task Name	% Complete	Duration	Start	Finish	Qtr 3, 2019 Jul	Qtr 3, 2019 Aug	Qtr 3, 2019 Sep	Qtr 4, 2019 Oct	Qtr 4, 2019 Nov	Qtr 1, 2020 Jan	Qtr 1, 2020 Feb	Qtr 1, 2020 Mar	Qtr 2, 2020 Apr	Qtr 2, 2020 May	Qtr 3, 2020 Jul	Qtr 3, 2020 Aug	Qtr 3, 2020 Sep	Qtr 4, 2020 Oct	Qtr 4, 2020 Nov	Qtr 1, 2021 Jan	Qtr 1, 2021 Feb	Qtr 1, 2021 Mar	Qtr 2, 2021 Apr	Qtr 2, 2021 May
1	PHASE 3 NORTH	86%	444 days?	Wed 8/14/19	Mon 4/26/21																				
2	Town Council Approval	100%	1 day	Wed 8/14/19	Wed 8/14/19																				
3	Award Prime Contract	100%	13 days	Thu 8/15/19	Mon 9/2/19																				
4	Permitting	100%	14 days	Thu 8/15/19	Tue 9/3/19																				
5	Customer Owned Service Connection Permitting	100%	14 days	Thu 8/15/19	Tue 9/3/19																				
6	Sub Contract Agreements	100%	14 days	Thu 8/15/19	Tue 9/3/19																				
7	Material Procurement	100%	55 days	Tue 8/20/19	Sun 11/3/19																				
8	Underground Conduit Installation, Primary/Secondary (FPL, ATT, Comcast)	100%	240 days	Mon 11/4/19	Fri 10/2/20																				
9	As-Built Submission / Review (FPL)	100%	200 days	Fri 1/3/20	Thu 10/8/20																				
10	Secondary Services / Wire	99%	100 days	Fri 5/8/20	Thu 9/24/20																				
11	Feeder Splice Box Installation	100%	55 days	Fri 7/10/20	Thu 9/24/20																				
12	Set Transformers / Switch Cabinets (FPL)	100%	55 days	Fri 7/10/20	Thu 9/24/20																				
13	Pull Wire / Terminations Primary (FPL)	99%	85 days	Fri 8/14/20	Thu 12/10/20																				
14	*ATT Rod Conduit, Pull Wire, Set Pedestals	50%	55 days	Fri 8/14/20	Thu 10/29/20																				
15	*Comcast Pull Wire, Set Pedestals	85%	55 days	Fri 8/14/20	Thu 10/29/20																				
16	Cut over / Overhead Removal (ATT/Comcast)	0%	20 days	Fri 11/6/20	Thu 12/3/20																				
17	Energize Underground (FPL)	0%	20 days	Tue 12/15/20	Mon 1/11/21																				
18	Secondary Service Switch Over (FPL)	50%	35 days	Tue 12/15/20	Mon 2/1/21																				
19	** Demo Overhead / Remove Poles (FPL) / Final Restoration	0%	57 days	Fri 2/5/21	Mon 4/26/21																				
20	*This Work Will Be Performed By ATT/COMCAST Crews, All Other Work Is Anticipated To Be Performed By A Subcontractor Under The Direction Of Burkhardt Construction, Inc.	0%																							
21	**This Work Must Be Performed By FPL Crews, All Other Work Is Anticipated To Be Performed By A Subcontractor Under The Direction Of Burkhardt Construction, Inc.	0%																							



Underground Utility Project Budget
Project Financial Summary
November 30, 2020

Expenditures	Original OPC	Dec 2019 OPC	Budget	Actual	% Expended
Phase 1	\$ 12,620,000	\$ 12,910,000	\$ 12,824,617	\$ 12,886,095	100.5%
Phase 2	\$ 9,170,000	\$ 13,470,000	\$ 12,907,271	\$ 7,319,979	56.7%
Phase 3	\$ 10,910,000	\$ 15,400,000	\$ 16,008,280	\$ 6,532,830	40.8%
Phase 4	\$ 10,370,000	\$ 15,220,000	\$ 1,521,291	\$ 1,214,541	79.8%
Phase 5 (Includes \$8.5 Million FEMA Grant Offset)	\$ 14,090,000	\$ 11,694,645	\$ 1,698,543	\$ 768,132	45.2%
Phase 6	\$ 16,820,000	\$ 20,800,000	\$ 1,885,264	\$ 451,166	23.9%
Phase 7	\$ 11,730,000	\$ 15,910,000	\$ 1,583,331	\$ 379	0.0%
Phase 8	\$ 12,300,000	\$ 14,500,000	\$ 1,378,643	\$ 163	0.0%
Total Project Costs To Date	\$ 98,010,000	\$ 119,904,645	\$ 49,807,241	\$29,173,284	58.6%
Other Costs Associated Directly with the Project (Page 8)	\$ 570,000	\$ 980,414	\$ 980,414	\$ 924,312	94.3%
Grand Total of Costs Related to Project	\$ 98,580,000	\$ 120,885,059	\$ 50,787,655	\$30,097,596	59.3%
Debt Service and Related Debt Issuance Costs (Page 8)			\$ 9,497,200	\$ 6,831,614	71.9%
Total Other Costs Outside Underground Budget (Page 8)			\$ 1,158,567	\$ 2,121,622	183.1%
Grand Total of All Costs Related to the Project	\$ 98,580,000	\$ 120,885,059	\$ 51,946,222	\$32,219,218	62.0%

Total Project Budget - Opinion of cost for construction	\$ 120,885,059
% Budgeted/Encumbered To Date Project Costs	42.01%
% Spent to Date - Project Costs	24.90%

Project Revenues Received

Revenues	Budget	Actual	% of Budget
Revenues			
Prepaid Assessments	\$ -	\$ 12,014,328	0.0%
Assessment Revenue	\$ 17,580,000	\$ 13,028,873	74.1%
Commercial Paper	\$ -	\$ -	0.0%
Town Owned Property Prepaid Assessments	\$ 2,797,291	\$ 2,797,291	100.0%
Interest on Assessment Escrow	\$ -	\$ 396,389	0.0%
Interest	\$ 1,312,000	\$ 2,310,034	176.1%
GO Bond Proceeds	\$ 60,500,000	\$ 60,499,897	100.0%
1 Cent Sales Tax	\$ 5,000,000	\$ 2,041,667	40.8%
FPL		\$ 450,246	0.0%
FEMA Grant	\$ 8,500,000	\$ -	0.0%
Other			
Kevin McGann - CO #9	\$ -	\$ 34,900	0.0%
Donations - Civic Association	\$ 49,250	\$ 49,250	100.0%
Transfer from (307) Fund CIP	\$ 760,200	\$ 760,200	100.0%
Transfer from (001) General Fund - PM Salary	\$ 574,450	\$ 423,200	73.7%
Total Project Revenues	\$ 97,073,191	\$ 94,806,275	97.7%

**Underground Utility Project Budget
Phase 1 Project Costs
November 30, 2020**

	Original OPC	Dec 2019 OPC	Budget	Actual	% Expended
Project Engineering					
Task 2.1 - Detailed Design North End	590,000		472,063	472,063	100.0%
Task 2.2 - Detailed Design South End	740,000		619,411	619,411	100.0%
Task 2.3 - Permitting Assistance			17,790	17,790	100.0%
Task 2.4 - Bid Phase Assistance			42,166	42,166	100.0%
Task 2.5 - Meetings - Design Phase			125,399	125,383	100.0%
Subtotal Design Phase	\$ 1,330,000	\$ 1,280,000	\$ 1,276,829	\$ 1,276,813	100.0%
Construction Costs					
Phase 1 North Construction					
Preconstruction			\$ 19,720	19,720	100.0%
Burkhardt Construction			\$ 3,598,144	3,598,144	100.0%
Street Light Conversion			\$ 26,273	113,399	431.6%
Change Order for AT&T and Comcast Conduit			\$ 371,201	371,201	100.0%
Other Change orders			\$ 130,415	130,415	100.0%
Utility Design Costs			\$ 15,595	15,595	100.0%
Utility Construction Costs (FPL, Comcast, AT&T)			\$ 476,776	483,548	101.4%
Construction Engineering (KH)			\$ 230,532	205,818	89.3%
	\$ 4,210,000	\$ 4,930,000	\$ 4,868,657	\$ 4,937,840	101.4%
Phase 1 South Construction					
Preconstruction			\$ 22,200	22,200	100.0%
Whiting Turner Construction			\$ 4,450,977	4,450,977	100.0%
Change Order for AT&T and Comcast Conduit			\$ 125,147	125,147	100.0%
Other Approved Change Orders			\$ 12,749	12,749	100.0%
Utility Design Costs			\$ 33,013	33,013	100.0%
Utility Construction Costs (FPL, Comcast, AT&T)			\$ 1,374,193	1,362,028	99.1%
Construction Engineering (KH)			\$ 316,498	316,396	100.0%
	\$ 6,800,000	\$ 6,350,000	\$ 6,334,777	\$ 6,322,510	99.8%
Easement Recording Fees			\$ 740	740	100.0%
Legal Costs/Easement Acquisition - Jones Foster	\$ 280,000	\$ 350,000	\$ 301,359	\$ 306,723	101.8%
Legal Sketch and Description - Easements			34,000	33,215	97.7%
Easement Abandonment			\$ 8,256	8,256	100.0%
Total Phase 1 Costs	\$ 12,620,000	\$ 12,910,000	\$ 12,824,617	\$ 12,886,095	100.5%

Underground Utility Project Budget
Phase 2 Project Costs
November 30, 2020

	Original OPC	Dec 2019 OPC	Budget	Actual	% Expended
Phase 2 Design					
Kimley Horn					
Task 1.1 Phase 2 North Design	335,000		\$ 281,304	\$ 281,304	100.0%
Task 1.2 Phase 2 South Design	400,000		\$ 335,353	\$ 335,353	100.0%
Task 1.3 Permitting Assistance North and South			\$ 12,674	\$ 12,674	100.0%
Task 1.4 Bid Phase Assistance North and South			\$ 40,565	\$ 40,565	100.0%
Task 1.6 Meetings North and South			\$ 136,617	\$ 129,348	94.7%
Total Phase 2 Design	\$ 735,000	\$ 807,000	\$ 806,513	\$ 799,244	99.1%
Construction Costs					
Phase 2 North Construction					
Preconstruction			\$ 35,000	31,970	91.3%
Burkhardt Construction			\$ 4,015,865	3,838,328	95.6%
Approved Change Orders			\$ -	-	
FPL Design Cost			\$ 11,759	1,350	11.5%
ATT Design Cost			\$ 5,000	\$ 5,000	100.0%
Comcast Design Cost				\$ 4,582	
Utility Costs (FPL, Comcast, AT&T)			\$ 496,307	\$ 496,307	100.0%
FPL - Additional Vista Switches				\$ 54,938	
Street Light Conversion			\$ 19,186	\$ 19,186	100.0%
Construction Engineering (KH)			\$ 248,121	\$ 242,183	97.6%
Total Phase 2 North Construction	3,800,000	5,020,000	\$ 4,831,238	\$ 4,693,845	97.2%
Phase 2 South Construction	-				
Preconstruction			\$ 35,000	33,400	95.4%
Burkhardt Construction			\$ 6,494,596	1,255,891	19.3%
Approved Change Orders			\$ -		
FPL Design Cost			\$ 13,330	14,200	106.5%
ATT Design Cost			\$ 5,000	\$ 5,000	100.0%
Comcast Design Cost			\$ 5,000	\$ 4,582	91.6%
Utility Costs (FPL, Comcast, AT&T)			\$ 200,000	\$ 123,948	62.0%
Street Light Conversion			\$ 20,000	\$ 19,268	96.3%
Construction Engineering (KH)	-		\$ 282,973	\$ 160,013	56.5%
Total Phase 2 South Construction	4,435,000	7,424,000	\$ 7,055,899	\$ 1,616,301	22.9%
Easement Acquisition/Abandonment	200,000	219,000			
<i>Kimley Horn Easement Assistance</i>					
Task 1.5 Easement Assistance North			\$ 64,936	\$ 64,935	100.0%
Task 1.5 Easement Assistance South			\$ 77,466	\$ 77,467	100.0%
<i>Surveys</i>					
Task 1.7 Legal Sketch North			\$ 14,020	\$ 14,020	100.0%
Task 1.7 Legal Sketch South			\$ 21,725	\$ 19,659	90.5%
Advertising				\$ 1,101	
Jones Foster - Legal			\$ 25,000	\$ 23,933	95.7%
Postage			\$ -	\$ 491	
Recording Costs			\$ 3,605	\$ 2,990	82.9%
Easement Abandonment			\$ 6,870	\$ 5,994	87.2%
Total Easement Acquisition Costs	200,000	219,000	\$ 213,622	\$ 210,589	98.6%
Total Phase 2 Costs	\$ 9,170,000	\$ 13,470,000	\$ 12,907,271	\$ 7,319,979	56.7%

Underground Utility Project Budget
Phase 3 Project Costs
November 30, 2020

	Original OPC	Dec 2019 OPC	Budget	Actual	% Expended
Phase 3 Design					
Kimley Horn					
Task 1.1 Phase 3 North Design	\$ 325,000		\$ 280,189	\$ 280,189	100.0%
Task 1.2 Phase 3 South Design	\$ 535,000		\$ 486,333	\$ 486,323	100.0%
Task 1.3 Permitting Assistance			\$ 13,739	\$ 13,739	100.0%
Task 1.4 Bid Phase Assistance			\$ 36,834	\$ 36,834	100.0%
Task 1.5 Meetings			\$ 77,411	\$ 76,626	99.0%
Total Phase 3 Design	\$ 860,000	\$ 895,000	\$ 894,505	\$ 893,710	99.9%
Construction Costs					
Phase 3 North Construction	\$ 3,700,000	\$ 5,300,000			
Preconstruction			\$ 24,580	\$ 24,580	100.0%
Construction - Burkhardt			\$ 4,042,171	\$ 3,624,525	89.7%
Approved Change Orders					
FPL Design Cost			\$ 12,850	\$ 1,350	10.5%
ATT Design Cost			\$ 5,000	\$ 5,000	100.0%
Comcast Design Cost			\$ 3,128	\$ 3,128	100.0%
FPL Construction			\$ 87,101	\$ 87,101	100.0%
Street Light Conversion			\$ 4,249	\$ 4,249	100.0%
Utility Costs (Comcast & ATT)			\$ 409,387	\$ 409,387	100.0%
Construction Engineering (KH)			\$ 236,976	\$ 199,583	84.2%
Daniella Construction - Nightingale/LaPuerta - Townwide portion			\$ 243,470	\$ 243,470	100.0%
FPL Nightingale/LaPuerta - Townwide Portion			\$ 74,900	\$ 74,900	100.0%
Comcast Nightingale/LaPuerta - Townwide Portion			\$ 8,885	\$ 8,885	100.0%
AT&T Nightingale/LaPuerta Townwide Portion			\$ 30,555	\$ 30,555	100.0%
Total Phase 3 North Construction	\$ 3,700,000	\$ 5,300,000	\$ 5,183,252	\$ 4,716,712	91.0%
Phase 3 South Construction	\$ 6,090,000	\$ 8,875,000			
Preconstruction					
Construction			\$ 8,029,385		
Approved Change Orders					
FPL Construction			\$ 562,000	562,905	100.2%
FPL Design Cost			\$ 11,359	6,950	61.2%
FPL - 101 El Brillo				10,875	
ATT Design and Construction Cost			\$ 425,000	5,000	1.2%
Comcast Design and Construction Cost			\$ 195,128	3,128	1.6%
Construction Engineering (KH)			\$ 322,540		
Total Phase 3 South Construction	\$ 6,090,000	\$ 8,875,000	\$ 9,545,412	\$ 588,858	6.2%
Easement Acquisition/Abandonment	\$ 260,000	\$ 330,000			
<i>Kimley Horn Easement Assistance</i>					
Task 1 Easement Assistance North and South			\$ 273,390	\$ 270,913	99.1%
Legal Advertising				\$ 1,076	
Easement Amendment			\$ 49,285	\$ 38,486	78.1%
<i>Surveys</i>					
Task Legal Sketch South			\$ 37,436		0.0%
Jones Foster - Legal			\$ 25,000	\$ 18,915	75.7%
Recording Costs				\$ 4,160	
Easement Abandonment				\$ -	
Total Easement Acquisition Costs	\$ 260,000	\$ 330,000	\$ 385,111	\$ 333,550	86.6%
Total Phase 3 Costs	\$10,910,000	\$15,400,000	\$ 16,008,280	\$ 6,532,830	40.8%

Underground Utility Project Budget
Phase 4 Project Costs
November 30, 2020

	Original OPC	Dec 2019 OPC	Budget	Actual	% Expended
Phase 4 Design					
Kimley Horn					
Task 1.1 Phase 4 North Design	\$ 402,000		\$ 312,317	306,071	98.0%
Task 1.2 Phase 4 South Design	\$ 413,000		\$ 451,284	349,745	77.5%
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	77,383	99.3%
Total Phase 4 Design	\$ 815,000	\$ 894,000	\$ 893,879	733,199	82.0%
Construction Costs					
Phase 4 North Construction	4,605,000	6,275,000			
Preconstruction					
Construction					
Approved Change Orders					
FPL BCE			\$ 91,543	91,543	
FPL Design Cost			\$ 12,757		
ATT Design Cost				5,000	
Comcast Design Cost				3,128	
Utility Costs (FPL, Comcast, AT&T)					
Construction Engineering (KH)					
Total Phase 4 North Construction	\$ 4,605,000	\$ 6,275,000	\$ 104,300	99,671	95.6%
Phase 4 South Construction	4,710,000	7,640,000			
Preconstruction					
Construction					
Approved Change Orders					
FPL Design Cost			\$ 13,160	1,350	10.3%
ATT Design Cost				5,000	
Comcast Design Cost				3,128	
Utility Costs (FPL, Comcast, AT&T)					
Construction Engineering (KH)					
Total Phase 4 South Construction	\$ 4,710,000	\$ 7,640,000	\$ 13,160	9,478	72.0%
Easement Acquisition/Abandonment	\$ 240,000	\$ 411,000			
<i>Kimley Horn Easement Assistance</i>					
Easement Assistance (KH)			\$ 339,639	280,254	82.5%
Easement Assistance (KH) -- Switches			\$ 67,747	58,504	86.4%
Easement Assistance (KH)			\$ 59,369	1,085	
<i>Surveys</i>					
Legal Sketch			\$ 38,230	28,976	75.8%
Legal Sketch - Switches			\$ 4,967		
Jones Foster - Legal					
Recording Costs				3,374	
Easement Abandonment					
Total Easement Acquisition Costs	\$ 240,000	\$ 411,000	\$ 509,952	372,194	73.0%
Total Phase 4 Costs	\$ 10,370,000	\$ 15,220,000	\$ 1,521,291	1,214,541	79.8%

Underground Utility Project Budget
Phase 5 Project Costs
November 30, 2020

	Original OPC	Dec 2019 OPC	Budget	Actual	% Expended
Phase 5					
Kimley Horn					
Task 1.1 Phase 5 North Design	\$ 520,000		\$ 454,210	\$ 213,479	47.0%
Task 1.2 Phase 5 South Design	\$ 600,000		\$ 606,951	\$ 285,267	47.0%
Task 1.3 Permitting Assistance North/South			\$ 17,100		0.0%
Task 1.4 Bid Phase Assistance North/South			\$ 37,899		0.0%
Task 1.6 Meetings North/South			\$ 77,911	\$ 60,756	78.0%
Total Phase 5 Design	\$ 1,120,000	\$ 1,195,000	\$ 1,194,071	\$ 559,502	46.9%
Construction Costs					
Phase 5 North Construction	\$ 5,890,000	\$ 8,055,000			
Preconstruction			\$ 59,100		
Construction					
Utility Costs (FPL, Comcast, AT&T)					
AT&T Design			\$ 5,000	5,000	100.0%
FPL Design Costs			\$ 16,223	17,573	108.3%
Construction Engineering (KH)					
Total Phase 5 North Construction	\$ 5,890,000	\$ 8,055,000	\$ 80,323	\$ 22,573	28.1%
Phase 5 South Construction	\$ 6,750,000	\$ 10,545,000			
Preconstruction			\$ 59,100		
Construction					
Utility Costs (FPL, Comcast, AT&T)					
AT&T Design			\$ 5,000	5,000	100.0%
FPL Design Costs			\$ 19,283	20,633	107.0%
Construction Engineering (KH)					
Total Phase 5 South Construction	\$ 6,750,000	\$ 10,545,000	\$ 83,383	\$ 25,633	30.7%
Easement Acquisition/Abandonment	\$ 330,000	\$ 365,000			
<i>Kimley Horn Easement Assistance</i>					
<i>Easement Assistance</i>			\$ 218,600	\$ 117,796	53.9%
Easement Assistance			\$ 81,086	\$ 36,732	45.3%
<i>Surveys</i>					
Legal Sketch			\$ 41,080	\$ 5,465	13.3%
Jones Foster - Legal					
Recording Costs				\$ 431	
Easement Abandonment				\$ -	
Total Easement Acquisition Costs	\$ 330,000	\$ 365,000	\$ 340,766	\$ 160,424	47.1%
FEMA Grant		\$ (8,465,355)			
Total Phase 5 Costs	\$14,090,000	\$11,694,645	\$ 1,698,543	\$ 768,132	45.2%

Underground Utility Project Budget
Phase 6 Project Costs
November 30, 2020

	OPC	Dec 2019 OPC	Budget	Actual	% Expended
Phase 6 Design					
Kimley Horn					
Task 1.1 Phase 6 North Design	\$ 420,000		\$ 475,019	\$ 142,506	30.0%
Task 1.2 Phase 6 South Design	\$ 940,000		\$ 826,551	\$ 256,231	31.0%
Task 1.3 Permitting Assistance North/South			\$ 17,694		0.0%
Task 1.4 Bid Phase Assistance North/South			\$ 35,938		0.0%
Task 1.6 Meetings North			\$ 84,791	\$ 9,412	11.1%
Total Phase 6 Design	\$ 1,360,000	\$ 1,440,000	\$ 1,439,993	\$ 408,149	28.3%
Utility and Construction Costs					
Phase 6 North Construction	\$ 4,790,000	\$ 6,615,000			
Preconstruction					
Construction					
Approved Change Orders					
FPL Design Cost			\$ 15,868	15,868	100.0%
ATT Design Cost					
Comcast Design Cost					
Utility Costs (FPL, Comcast, AT&T)					
Construction Engineering (KH)					
Total Phase 6 North Construction	\$ 4,790,000	\$ 6,615,000	\$ 15,868	\$ 15,868	100.0%
Phase 6 South Construction	\$ 10,270,000	\$ 12,298,000			
Preconstruction					
Construction					
Approved Change Orders					
FPL Design Cost			\$ 19,394	19,394	100.0%
ATT Design Cost					
Comcast Design Cost					
Utility Costs (FPL, Comcast, AT&T)					
Construction Engineering (KH)					
Total Phase 6 South Construction	\$ 10,270,000	\$ 12,298,000	\$ 19,394	\$ 19,394	100.0%
Easement Acquisition/Abandonment	\$ 400,000	\$ 447,000			
<i>Kimley Horn Easement Assistance</i>					
Easement Assistance			\$ 351,594	\$ 7,152	2.0%
Surveys					
Legal Sketch			\$ 58,415	\$ 250	0.4%
Jones Foster - Legal					
Recording Costs				\$ 354	
Easement Abandonment				\$ -	
Total Easement Acquisition Costs	\$ 400,000	\$ 447,000	\$ 410,009	\$ 7,755	1.9%
Total Phase 6 Costs	\$ 16,820,000	\$ 20,800,000	\$ 1,885,264	\$ 451,166	23.9%

Underground Utility Project Budget
Phase 7 Project Costs
November 30, 2020

	OPC	Dec 2019 OPC	Budget	Actual	% Expended
Phase 7 Design					
Kimley Horn					
Task 1.1 Phase 7 North Design	\$ 450,000		\$ 492,488		0.0%
Task 1.2 Phase 7 South Design	\$ 480,000		\$ 630,830		0.0%
Task 1.3 Bid Phase Assistance North and South			\$ 35,938		0.0%
Task 1.4 Meetings North and South			\$ 77,616		0.0%
Total Phase 7 Design	\$ 930,000	\$ 1,237,000	\$ 1,236,872	\$ -	0.0%
Utility and Construction Costs					
Phase 7 North Construction	\$ 5,140,000	\$ 7,005,000			
Preconstruction					
Construction					
Approved Change Orders					
FPL Design Cost					
ATT Design Cost					
Comcast Design Cost					
Utility Costs (FPL, Comcast, AT&T)					
Construction Engineering (KH)					
Total Phase 7 North Construction	\$ 5,140,000	\$ 7,005,000	\$ -	\$ -	0.0%
Phase 7 South Construction	\$ 5,380,000	\$ 7,320,000			
Preconstruction					
Construction					
Approved Change Orders					
FPL Design Cost					
ATT Design Cost					
Comcast Design Cost					
Utility Costs (FPL, Comcast, AT&T)					
Construction Engineering (KH)					
Total Phase 7 South Construction	\$ 5,380,000	\$ 7,320,000	\$ -	\$ -	0.0%
Easement Acquisition/Abandonment	\$ 280,000	\$ 348,000			
<i>Kimley Horn Easement Assistance</i>					
Easement Assistance			\$ 346,459	\$ 129	0.0%
Surveys					
Legal Sketch					
Jones Foster - Legal					
American Acquisition Group					
Temp Services					
Recording Costs				\$ 250	
Total Easement Acquisition Costs	\$ 280,000	\$ 348,000	\$ 346,459	\$ 379	0.1%
Total Phase 7 Costs	\$ 11,730,000	\$ 15,910,000	\$ 1,583,331	\$ 379	0.0%

Underground Utility Project Budget
Phase 8 Project Costs
November 30, 2020

	OPC	Dec 2019 OPC	Budget	Actual	% Expended
Phase 8 Design					
Kimley Horn					
Task 1.1 Phase 8 Design	\$ 1,010,000	\$ 1,151,000	\$ 1,029,017		0.0%
Task 1.2 Permitting Assistance			\$ 17,694		0.0%
Task 1.3 Bid Phase Assistance			\$ 14,430		0.0%
Task 1.4 Meetings			\$ 89,778		0.0%
Total Phase 8 Design	\$ 1,010,000	\$ 1,151,000	\$ 1,150,919	\$ -	0.0%
Utility and Construction Costs					
Phase 8 Construction	\$ 10,990,000	\$ 13,107,000			
Preconstruction					
Construction					
Approved Change Orders					
FPL Design Cost					
ATT Design Cost					
Comcast Design Cost					
Utility Costs (FPL, Comcast, AT&T)					
Construction Engineering (KH)					
Total Phase 8 North Construction	\$ 10,990,000	\$ 13,107,000	\$ -	\$ -	0.0%
Easement Acquisition/Abandonment	\$ 300,000	\$ 242,000			
<i>Kimley Horn Easement Assistance</i>					
Easement Assistance			\$ 227,724	\$ 129	0.1%
Surveys					
Legal Sketch					
Jones Foster - Legal					
American Acquisition Group					
Temp Services					
Recording Costs				\$ 34	
Total Easement Acquisition Costs	\$ 300,000	\$ 242,000	\$ 227,724	\$ 163	0.1%
Total Phase 8 Costs	\$ 12,300,000	\$ 14,500,000	\$ 1,378,643	\$ 163	0.0%

Underground Utility Project Budget
Other Project Costs
November 30, 2020

Master Plan	Budget	Actual	% Expended
Task 1.1 - Data Collection & GIS Base Mapping	\$ 88,021	\$ 88,021	100.0%
Task 1.1a Data Collection for Future Communications	\$ 23,511	\$ 23,511	100.0%
Task 1.2 - Conceptual Design and Master Plan	\$ 161,756	\$ 161,756	100.0%
Task 1.3 - Project Sequencing and Phasing	\$ 31,244	\$ 31,244	100.0%
Task 1.4 - Assessment of Traffic Impacts	\$ 77,660	\$ 77,660	100.0%
Task 1.5 - Project Delivery Methods	\$ 17,448	\$ 17,448	100.0%
Task 1.6 - Master Plan Document	\$ 45,053	\$ 45,053	100.0%
Task 1.7 - Meetings Master Planning Phase	\$ 113,135	\$ 113,123	100.0%
Task 1.8 - Master Plan Second Half	\$ 40,067	\$ 40,067	100.0%
Subtotal Master Planning	\$ 597,895	\$ 597,883	100.0%
Comcast Preplanning - Master Plan		\$ 12,015	
Community Outreach	\$ 282,519	\$ 214,414	75.9%
Peer Review Study - Patterson & Dewar (\$50,000 Offsetting Revenue)	\$ 100,000	\$ 100,000	100.0%
Total Other Project Costs	\$ 980,414	\$ 924,312	94.3%

Debt Service and Related Debt Issuance Costs

	Budget	Actual	% Expended
Commercial Paper Issuance Cost		\$ 195,366	
Commercial Paper Fees		\$ 52,252	
Commercial Paper Interest		\$ 243,096	
GO Bond Closing Costs		\$ 488,271	
GO Bond Debt Service	\$ 9,497,200	\$ 5,852,631	61.6%
Total Debt Service and Related Debt Issuance Costs	\$ 9,497,200	\$ 6,831,614	71.9%

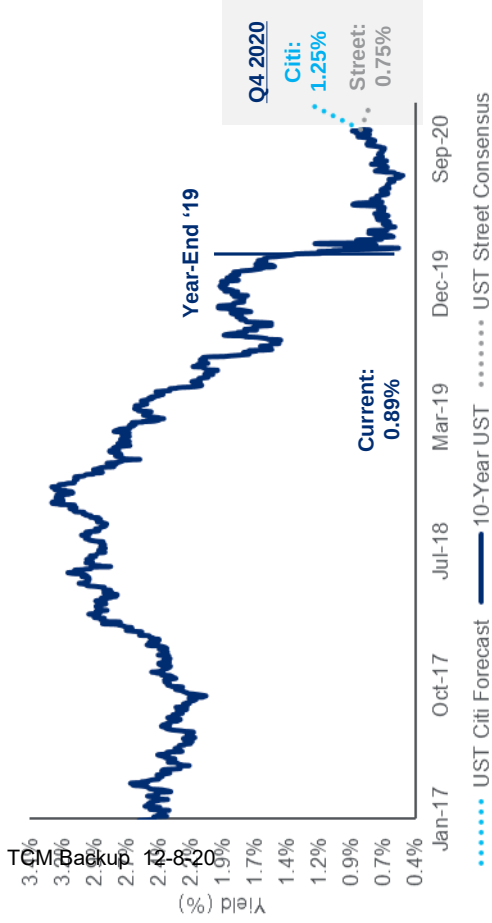
Related Costs Outside of the Underground Project Budget

	Budget	Actual	% Expended
Costs paid from (307) Fund CIP			
Underground City of Lake Worth Section			
Project Design	\$ 25,231	\$ 24,430	96.8%
Project Construction	\$ 351,081	\$ 346,124	98.6%
Project Construction Engineering	\$ 11,607	\$ 12,849	110.7%
Utility Cost (FPL, Comcast, AT&T)	\$ 134,333	\$ 127,531	94.9%
Project Meeting Attendance	\$ 3,334	\$ 2,914	87.4%
Total Lake Worth Section	\$ 525,586	\$ 513,847	97.8%
Ibis Way PGD Improvements	\$ 14,583	\$ 14,583	100.0%
General Fund Costs			
Goldmacher v TPB Legal and Other Costs		\$ 183,701	
Kosberg v TPB Legal and Other Costs		\$ 590,621	
PBT Real Estate v TPB		\$ 159,408	
Gardner, Bist Bowden, Bush (Shef Wright)		\$ 24,799	
Temp Services - Easement acquisition	\$ 40,000	\$ 71,141	177.9%
Project Manager -Pay and benefits	\$ 454,398	\$ 456,578	100.5%
Telecommunications Consultant	\$ 89,000	\$ 83,210	93.5%
Peter Brandt (Contract Negotiations)	\$ 35,000	\$ 23,735	67.8%
Total Related Costs Outside of the Budget	\$ 1,158,567	\$ 2,121,622	183.1%

U.S. Rate Forecasts

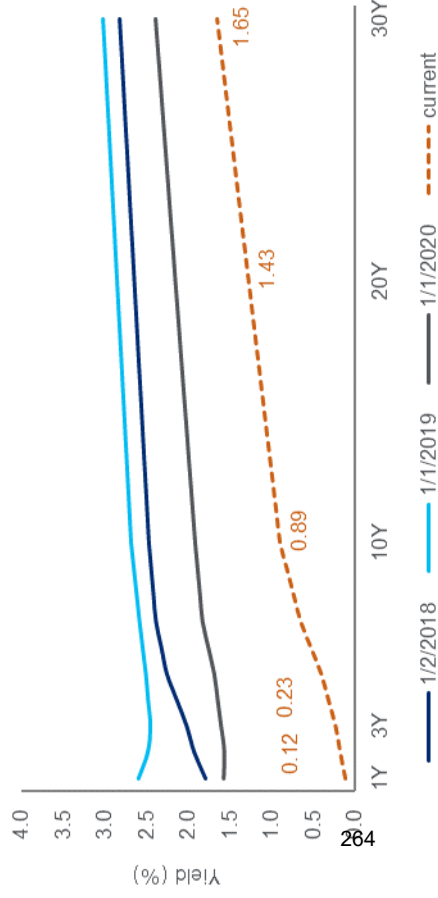
10-Year Treasury Yield Forecast

Citi is forecasting higher rates at year-end than the Street Consensus



US Treasury Yield Curve

The yield curve has fallen significantly as the coronavirus outbreak has prompted the Federal Reserve to cut interest rates as investors put on a flight-to-quality trade



Rate Forecasts

5-Year Treasury	Current	4Q20	1Q21	2Q21	3Q21	4Q21	1Q22
Citi's Forecast	0.41%	0.50%	0.50%	0.50%	0.50%	0.50%	0.50%
Economists' Consensus	0.34%	0.39%	0.39%	0.44%	0.50%	0.55%	0.65%

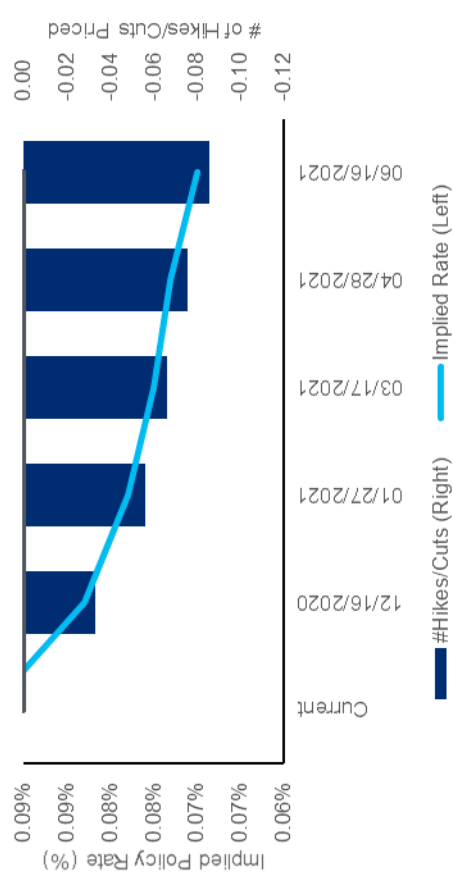
10-Year Treasury	Current	4Q20	1Q21	2Q21	3Q21	4Q21	1Q22
Citi's Forecast	0.89%	1.25%	1.25%	1.25%	1.258%	1.25%	1.25%
Economists' Consensus	0.75%	0.82%	0.82%	0.90%	1.00%	1.01%	1.20%

30-Year Treasury	Current	4Q20	1Q21	2Q21	3Q21	4Q21	1Q22
Citi's Forecast	1.65%	1.75%	1.75%	1.75%	1.75%	1.75%	1.75%
Economists' Consensus	1.50%	1.56%	1.56%	1.66%	1.70%	1.73%	1.85%

Fed Funds	Current	4Q20	1Q21	2Q21	3Q21	4Q21	1Q22
Citi's Forecast	0.25%	0.25%	0.25%	0.25%	0.25%	0.25%	0.25%
Economists' Consensus	0.25%	0.25%	0.25%	0.25%	0.25%	0.25%	0.25%

Expectations of Fed Change in Interest Rates (Market View)

The market is pricing in lower interest rates throughout the next year



TOWN OF PALM BEACH

Information for Town Council Meeting on: December 8, 2020

To: Mayor and Town Council

Via: Kirk Blouin, Town Manager

From: Jane Le Clainche, Director of Finance

Re: Consideration of Issuance of General Obligation Bond for the Underground Utility Project and Offering a Final Assessment Prepayment Opportunity

Date: November 25, 2020

STAFF RECOMMENDATION

Staff is recommending the Town Council consider the issuance of the second tranche of General Obligation Bonds payable from special assessments imposed in connection with the Underground Utility Project. In addition, staff is also recommending that the Town Council consider, prior to the bond issuance, offering a final opportunity for property owners to prepay their assessments.

GENERAL INFORMATION

On March 15, 2016, the voters approved a referendum to issue up to \$90 million in General Obligation Bonds to finance the costs of the town-wide underground utility project.

On October 11, 2018, the Town issued the first tranche of \$56,040,000 Town of Palm Beach General Obligation Bonds payable from the special assessments imposed in connection with the Underground Utility Project with a back-up covenant to use ad valorem revenues. The annual debt service on these bonds is approximately \$3,398,350 per year. Due to the high number of assessment prepayments, there remains currently \$845,000 in annual assessment revenue to cover the debt service for a second bond. At the current low rates (under current market conditions estimated to be 2.10%), the Town would be able to issue approximately \$16,700,000 in debt. Due to the currently historic low interest rates, we believe it is important to issue this second tranche of bonds soon to lock in the low rates.

Once the final bond is issued, prepayments will not be allowed since the funds would be needed for debt service. Prior to the issuance of this second tranche, the Town Council has the option to allow one last opportunity to prepay. A letter would be sent to the property owners with assessments giving the property owner 30 days to respond. Any prepayments received would reduce the available assessment for debt service and therefore, reduce the amount of debt issued.

If the Town Council would like to pursue the second tranche of bonds, and allow for one last opportunity to prepay, staff would work with Bond Counsel to draft a Resolution for the issuance of the bonds and return to the Council in February for approval. Staff would also calculate the prepayment amounts and issue letters to the property owners with the Town-wide assessments giving them 30 days to make their payment.

The Town's Financial Advisor, Mr. Jay Glover with PFM, will make a brief presentation regarding the financing and provide an update on the current market conditions. Also, Richard Miller, bond counsel with Locke Lord, LLC, will be available to answer questions.

FUNDING/FISCAL IMPACT

Special Assessments will be used to pay debt service on the General Obligation bonds.

Attachments

jl

cc: John C. Randolph, Town Attorney
Richard Miller, Locke Lord, LLP
Jay Glover, PFM



Town of Palm Beach

General Obligation Bonds, Series 2021 (Underground Utility Project)

December 8, 2020

PFM Financial
Advisors, LLC

300 S. Orange Ave
Suite 1170
Orlando, FL 32801

407.648.2208
pfm.com



Underground Utility Project – Financing History

- The project is being funded from a variety of sources including:
 - o Assessment Prepayments
 - o Annual Assessment Collections
 - o Commercial Paper (interim funding)
 - o General Obligation Bonds
 - o Voter Approved Sales Tax
 - o Grants
 - o Interest Earnings
- The Town's initial interim financing for the project came from a \$22,650,000 Commercial Paper Revenue Note issued in July of 2017
- In October 2018, the Town issued \$56,040,000 of General Obligation Bonds to pay off the commercial paper notes and fund additional project costs with a borrowing cost of 3.64%
 - o The GO Bonds were secured by special assessment collections and the full faith and credit and taxing power of the Town, thus resulting in AAA credit ratings
- Given historically low interest rates, the Town is recommending the issuance of additional GO Bonds to fund project costs



TCM Backup 12-8-20

Cash Flow Summary

Townwide Undergrounding Project											
Cash Flow Projection through 2026 with Updated Opinion of Cost											
Fiscal Year	Beginning Cash Balance	Project Income					Project Expenses				
		1 Cent Sales Tax & Transfers In	Bond Deposits Grant Funds	Assessments and Prepaid Assessments	Interest Earnings	Other Income	Project Costs	Other Costs	Costs for Debt Issuance	Debt Service	Ending Cash Balance
2016 A	-			2,530,250			(693,339)				1,836,911
2017 A	1,836,911	1,027,241			16,531	49,250	(3,946,801)	(91,001)	(64,750)		(1,172,618)
2018 A	(1,172,618)	1,130,000		15,688,010	449,285	378,298	(8,321,847)	(1,119,669)	(126,194)	(232,528)	6,672,735
2019 A	6,672,735	635,000	60,499,897	4,338,050	1,719,181	800,654	(7,519,182)	(314,331)	(422,642)	(2,464,848)	63,944,515
2020 E	63,944,515	644,450		4,601,332	694,178		(6,585,548)	(195,000)		(3,398,350)	59,705,577
2021 E	59,705,577	651,673	16,700,000	4,243,737	895,584		(24,173,327)	(204,750)	(116,900)	(4,243,350)	53,458,243
2022 E	53,458,243	659,257	-	4,243,737	801,874		(29,659,076)	(214,988)	-	(4,243,350)	25,045,697
2023 E	25,045,697	667,220	8,500,000	4,243,737	375,685		(26,068,116)	(225,737)		(4,243,350)	8,295,136
2024 E	8,295,136	675,581		4,243,737	124,427		(14,011,000)	(237,024)		(4,243,350)	(5,152,493)
2025 E	(5,152,493)	684,360		4,243,737	-		(6,674,500)	(248,875)		(4,243,350)	(11,391,121)
2026 E	(11,391,121)	500,000		4,243,737						(4,243,350)	(10,890,734)
Total		7,274,781	85,699,897	52,620,063	5,076,744	1,228,202	(127,652,736)	(2,851,374)	(730,486)	(31,555,826)	

A= Actual E= Estimate

- Current cash flow projections with the proposed financing will leave an approximate deficit of \$10.9 million
- This deficit will have to be addressed in the coming years. Options include:
 - o Town Reserves
 - o Marina Profits

269

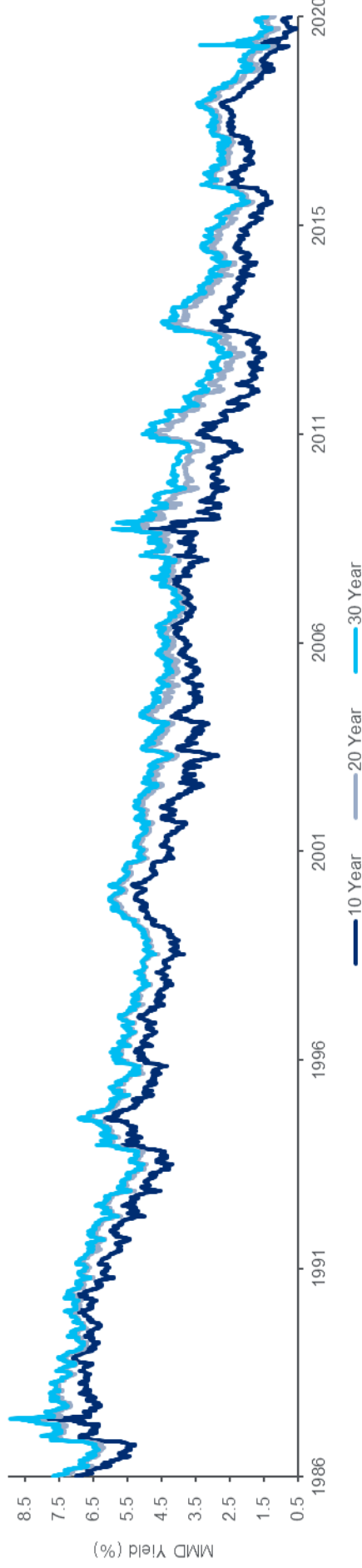


Historically Low Interest Rates

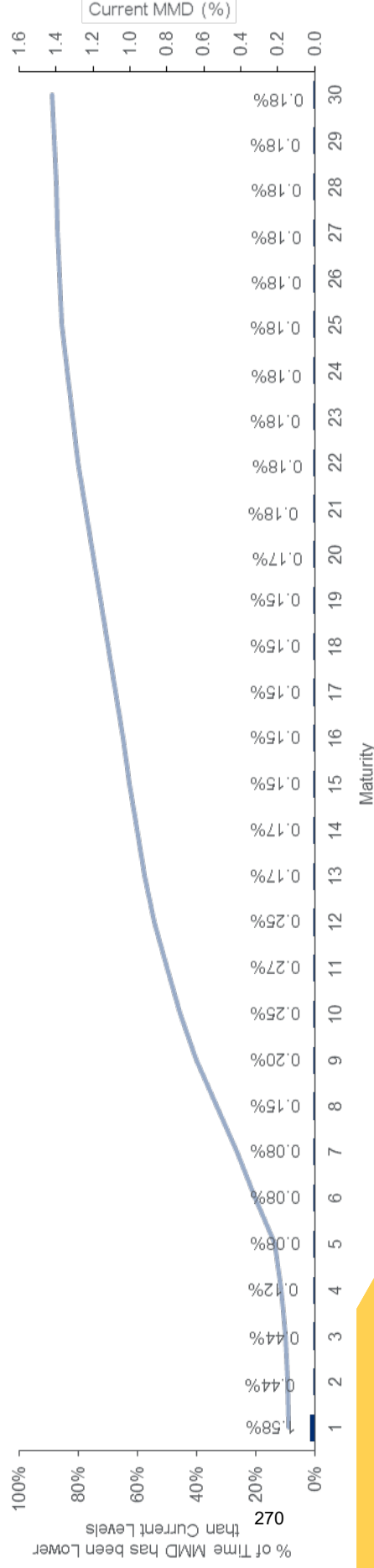
CM Backup 12-8-20

- Tax-exempt interest rates experienced sharp volatility in response to uncertainty surrounding COVID-19 but remain at or near historical lows

AAA G.O. MMD Yields (June 1, 1986 – November 20, 2020)



% of Time MMD has been Lower Since 1986





General Obligation Bonds, Series 2021

- Based on current estimates, the Town will have approximately \$840,000 of excess assessment collections annually to pay debt service
- Based on current market conditions we estimate this level of revenue can support \$16.7 million of additional project costs at a borrowing cost of 2.10%
- The estimated aggregate annual debt service following the issuance of the 2021 Bonds will be \$4.24 million

<u>Period Ending</u>	<u>Proposed 2021 Bonds</u>	<u>2018 Bonds</u>	<u>Aggregate Debt Service</u>
7/1/2021	120,869	3,398,850	3,519,719
7/1/2022	838,475	3,401,850	4,240,325
7/1/2023	835,725	3,402,100	4,237,825
7/1/2024	837,225	3,399,600	4,236,825
7/1/2025	837,725	3,399,350	4,237,075
7/1/2026	837,225	3,401,100	4,238,325
7/1/2027	835,725	3,399,600	4,235,325
7/1/2028	838,225	3,399,850	4,238,075
7/1/2029	839,475	3,401,600	4,241,075
7/1/2030	839,475	3,399,600	4,239,075
7/1/2031	838,225	3,398,850	4,237,075
7/1/2032	835,725	3,399,100	4,234,825
7/1/2033	838,475	3,400,100	4,238,575
7/1/2034	835,625	3,401,600	4,237,225
7/1/2035	837,325	3,398,000	4,235,325
7/1/2036	838,425	3,401,400	4,239,825
7/1/2037	835,425	3,401,400	4,236,825
7/1/2038	837,225	3,398,000	4,235,225
7/1/2039	838,725	3,401,200	4,239,925
7/1/2040	839,925	3,400,600	4,240,525
7/1/2041	835,825	3,401,200	4,237,025
7/1/2042	839,738	3,397,800	4,237,538
7/1/2043	838,200	3,400,400	4,238,600
7/1/2044	836,325	3,398,600	4,234,925
7/1/2045	839,113	3,397,400	4,236,513
7/1/2046	836,450	3,401,600	4,238,050
7/1/2047	838,450	3,400,800	4,239,250
	21,899,344	91,801,550	113,700,894



Estimated Timeline

- December 8: Town Council Presentation / Direction to Move Forward
- December / January: Prepayment Option for Assessment Payers
- December / January: Prepare Financing Documents and Request Credit Ratings
- February: Town Council Meeting / Approval of Bond Resolution
- Late February: Competitive Sale of Bonds (interest rates locked)
- March: Closing / Receipt of Funds (expectation to spend proceeds within 3 years of issuance)

TOWN OF PALM BEACH

Information for Town Council Meeting on: December 8, 2020

TO: Mayor and Town Council

VIA: Kirk W. Blouin, Town Manager

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

RE: Authorization to Vacate and Abandon Existing Public Utility Easement – Phase 2
North Utility Undergrounding Project Limits
Resolution No. 129-2020

DATE: October 15, 2020

STAFF RECOMMENDATION

Town staff recommends that Town Council approve Resolution No. 129-2020 authorizing the vacating and abandonment of existing public utility easements as described in the provided attachments associated with Phase 2 North Utility Undergrounding, which is located from Onondaga Avenue to Osceola Way.

GENERAL INFORMATION

On September 10, 2019 Town Council directed Town staff to perform the easement abandonment process for properties that provided easements and no longer had existing utilities in rear easements. Phase 2 North has been completed. Staff recommends approval of the abandonment of the easements as shown in the attachments.

In accordance with Town Code of Ordinances, Chapter 106, Article IV, staff has prepared an application to abandon the public utility easement affected by the utility conversion. The easements to be abandoned are shown as Exhibits A through S, Sketch and Legal Description of the proposed Resolution for each property.

Information packages were sent to the 19 affected property owners and also the 139 neighboring property owners within 300 feet of the easement to be abandoned via certified mail on November 20, 2020. To date, no responses have been received from the neighboring property owners. The abandonment request was also advertised prior to this Town Council meeting as required by Town Code.

This is an abandonment of an existing utility easement and no property is being gained by the individual property owners. Therefore, a privilege fee is not applicable.

FUNDING/FISCAL IMPACT

Funding for the abandonment application processing and recording fees is being funded through the Town-wide Utility Undergrounding Project.

TOWN ATTORNEY REVIEW

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

Attachments

cc: Eric B. Brown, P.E., Assistant Director of Public Works
Patricia Strayer, P.E., Town Engineer
Craig Hauschild, P.E., Civil Engineer (PZB)

RESOLUTION NO. 129-2020

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, VACATING AND ABANDONING EXISTING PUBLIC UTILITY EASEMENTS WITHIN PHASE 2 NORTH UTILITY UNDERGROUNDING PROJECT LIMITS, IN THE TOWN OF PALM BEACH, FLORIDA.

* * * * *

WHEREAS, the Town of Palm Beach requests easement vacations and abandonments; and

WHEREAS, the Town of Palm Beach has agreed to pay all incidental costs associated with these vacations and abandonments; and

WHEREAS, all existing property owners have been notified of these vacations and abandonments; and

WHEREAS, all utility providers using said easement have agreed to the abandonment of the existing public utility easement; and

WHEREAS, the Town Council of the Town of Palm Beach does hereby find and determine that the utility easements listed below are no longer necessary and does not serve any public purpose, nor are they necessary for public use;

- | | |
|--|-----------|
| 1. Lots 11 (280 El Pueblo Way) | Exhibit A |
| 2. Lot 39, 39 ½ and 40 (1440 S Ocean Blvd) | Exhibit B |
| 3. Lot 1 (1326 N Ocean Blvd) | Exhibit C |
| 4. Lot 11 (1441 N Lake Way) | Exhibit D |
| 5. Lot 26 and 26A (1440 N Lake Way) | Exhibit E |
| 6. Lot 12 (277 Esplanade Way) | Exhibit F |
| 7. Lot 43 (153 Reef Road) | Exhibit G |
| 8. Lot 21 (230 Esplanade Way) | Exhibit H |
| 9. Lot 44 (151 Reef Road) | Exhibit I |
| 10. Lot 45 (143 Reef Road) | Exhibit J |
| 11. Lot 46 (135 Reef Road) | Exhibit K |
| 12. Lot 36 (130 Reef Road) | Exhibit L |
| 13. Lot 29 and 30 (157 Dolphin Road) | Exhibit M |
| 14. Lot 1 (1431 N Ocean Way) | Exhibit N |
| 15. Lot 22 (126 Dolphin Road) | Exhibit O |
| 16. Lot 18 (135 Seagate Road) | Exhibit P |
| 17. Lot 21 (118 Dolphin Road) | Exhibit Q |
| 18. Lot 3 (108 Dolphin Road) | Exhibit R |
| 19. Lot 20 (119 Seagate Road) | Exhibit S |

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. That the public easements on the attached Exhibits are hereby vacated and abandoned.

Section 3. The Town Clerk is hereby authorized to advertise and record the Resolution pursuant to law.

PASSED AND ADOPTED in a regular adjourned session of Town Council of the Town of Palm Beach this 8th day of December, 2020.

Gail L. Coniglio, Mayor

ATTEST:

Queenester Nieves, Town Clerk

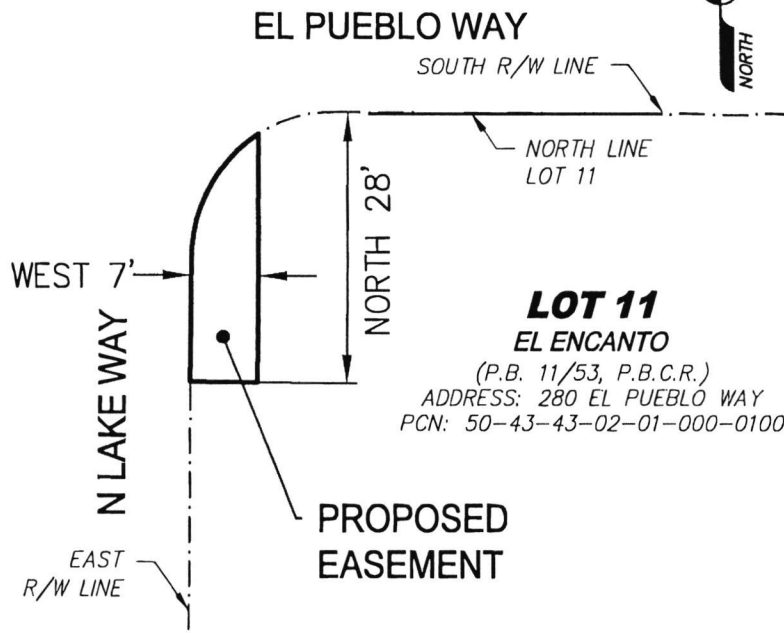
**SKETCH AND DESCRIPTION
UTILITY EASEMENT**
A PORTION OF LOT 11, EL ENCANTO
(PLAT BOOK 11, PAGE 53, P.B.C.R.)
TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA

EXHIBIT A

LAND DESCRIPTION:

The west 7 feet of the north 28 feet of Lot 11, EL ENCANTO, according to the Plat thereof as recorded in Plat Book 11, Page 53, of the Public Records of Palm Beach County, Florida.

Said land lying in Palm Beach County, Florida and contains 154 square feet, more or less.



SURVEYOR'S NOTES:

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

Date: 9/17/2020

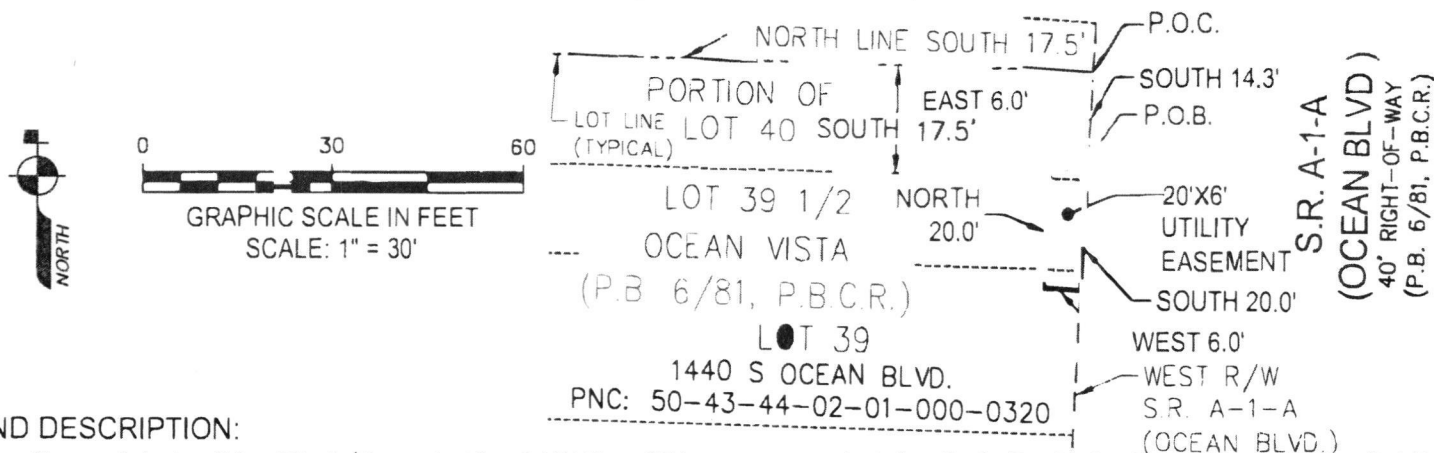
MICHAEL J. AVIOM, P.S.M.
Florida Registration No. 7253
AVIOM & ASSOCIATES, INC.
L.B. No. 3300

REVISIONS			 AVIOM & ASSOCIATES, INC. SURVEYING & MAPPING 50 S.W. 2nd AVENUE, SUITE 102 BOCA RATON, FLORIDA 33432 TEL. (561) 392-2594, FAX (561) 394-7125 www.AVIOMSURVEY.com © 2020 AVIOM & ASSOCIATES, INC. all rights reserved. This sketch is the property of AVIOM & ASSOCIATES, INC. and should not be reproduced or copied without written permission.		JOB #:	10194-4.314A
REVISED PER ENGINEERS COMMENTS	M.J.A.	03/11/2020			SCALE:	1" = 20'
REVISED PER COMMENT	M.J.A.	09/17/2020			DATE:	02/28/2020
					BY:	M.J.A.
					CHECKED:	M.D.A.
					F.B.	N/A PG. N/A
TCM Backup 12-8-20					SHEET:	27 OF 1

SKETCH AND DESCRIPTION
UTILITY EASEMENT

EXHIBIT B

A PORTION OF LOTS 39, 39 1/2 AND 40, OCEAN VISTA
(P.B. 6, PG. 81, P.B.C.R.)
TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA



LAND DESCRIPTION:

A portion of Lots 39, 39 1/2 and 40, OCEAN VISTA, as recorded in Plat Book 6, Page 81 of the Public Records of Palm Beach County, Florida, described as follows:

COMMENCE at the intersection of the north line of the south 17.5 feet of Lot 40 and the west right-of-way of S.R. A-1-A (Ocean Blvd.); thence south along said right-of-way 14.3 feet to the POINT OF BEGINNING; thence continue along said right-of-way south 20.0 feet; thence west leaving said right-of-way, 6.0 feet; thence north 20.0 feet; thence east 6.0 feet to the POINT OF BEGINNING.

Said land lying in Palm Beach County, Florida and contains 120 square feet, more or less.

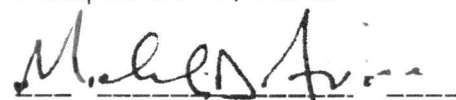
SURVEYOR'S REPORT:

1. Reproductions of this Sketch are not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper. Additions or deletions to this sketch by other than the signing party is prohibited without written consent of the signing party.
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. Address: 1440 S Ocean Blvd., Palm Beach
6. Abbreviation Legend: L.B. = Licensed Business; P.B. = Plat Book; P.B.C.R. = Palm Beach County Records; PCN = Parcel Control Number; PG. = Page; P.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, Florida Administrative Code, pursuant to Chapter 472, Florida Statutes.

Date: 7/11/18


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
(561) 392-2594 / www.AVIROMSURVEY.com

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JOB #:	10194-4.110
SCALE	1" = 30'
DATE:	07/06/2018
BY:	P.E.R.
CHECKED:	M.D.A.
F.B.	278
SHEET	1 OF 1

SKETCH AND DESCRIPTION
UTILITY EASEMENT
A PORTION OF LOT 1, OSCEOLA WAY
(P.B. 23, PG. 131, P.B.C.R.)
TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA

EXHIBIT C

LAND DESCRIPTION:

A portion of Lot 1, OSCEOLA WAY, as recorded in Plat Book 23, Page 131 of the Public Records of Palm Beach County, Florida, described as follows:

COMMENCE at the northeast corner of said Lot 1; thence south along the east line of said Lot 1, a distance of 28 feet to the POINT OF BEGINNING; thence continue south along said line 22 feet; thence west 7 feet; thence north 22 feet; thence east 7 feet, to the POINT OF BEGINNING.

Said land lying in Palm Beach County, Florida and contains 154 square feet, more or less.

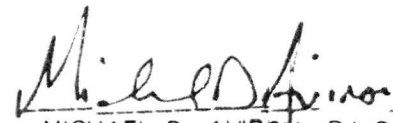
SURVEYOR'S REPORT:

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 and in accord with the deed.
4. Data shown hereon was compiled from instrument(s) of record and does not constitute a boundary survey.
5. Abbreviation Legend: L.B. = Licensed Business; P.B. = Plat Book; P.B.C.R. = Palm Beach County Records; PCN = Parcel Control Number; PG. = Page; P.L.S. = Professional Land Surveyor; R/W = Right of Way; U.E. = Utility Easement.

CERTIFICATION:

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

Date: 9/14/18


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

REVISIONS

TCM Backup 12-8-20



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JOB #: **10194-4.130**
SCALE: **N/A**
DATE: **09/14/2018**
BY: **M.J.A.**
CHECKED: **M.D.A.**
F.B. **279**
SHEET: **1 OF 2**

SKETCH AND DESCRIPTION
2.5 FOOT UTILITY EASEMENT

LOT 11, ESPLANADE ESTATES
(P.B. 12, PG. 13, P.B.C.R.)
TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA

EXHIBIT D

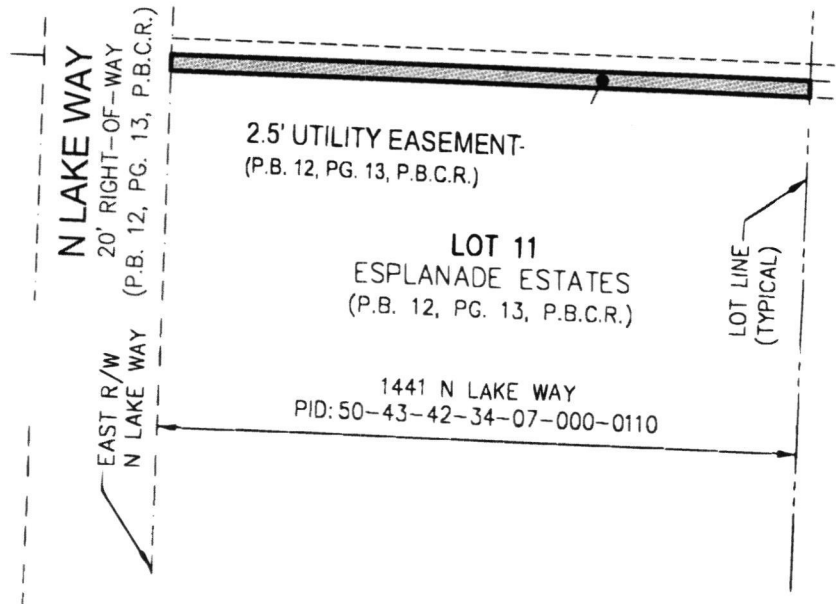
LAND DESCRIPTION:

All of the 2.50 foot Utility Easement lying in Lot 11, ESPLANADE ESTATES, according to the Plat thereof as recorded in Plat Book 12, Page 13, of the Public Records of Palm Beach County, Florida.

Said land lying in Palm Beach County, Florida and contains 250 square feet, more or less.

0 30 60

GRAPHIC SCALE IN FEET
SCALE: 1"=30'



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. Additions or deletions to this sketch by other than the signing party is prohibited without written consent of the signing party.
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. Address: 1441 N Lake Way, Palm Beach, Florida
6. Abbreviation Legend: L.B. = Licensed Business; P.B. = Plat Book; PID = Parcel Identification Number; PG. = Page; P.L.S. = Professional Land Surveyor; P.B.C.R. = Palm Beach County Records; 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, Florida Administrative Code, pursuant to Chapter 472, Florida Statutes.

Michael D. Aviom

Digitally signed by Michael D. Aviom, P.L.S.
Date: 2020.09.01 15:57:28-04'00'

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

REVISIONS



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SURVEYING & MAPPING

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JOB #:	10194-40.01
SCALE:	1" = 30'
DATE:	08/28/2020
BY:	J.A.S.
CHECKED:	M.D.A.
F.B.	---
SHEET:	1 OF 1

TCM Backup 12-8-20

SKETCH AND DESCRIPTION
2.5 FOOT UTILITY EASEMENT

LOTS 26 AND 26-A, ESPLANADE ESTATES
(P.B. 12, PG. 13, P.B.C.R.)

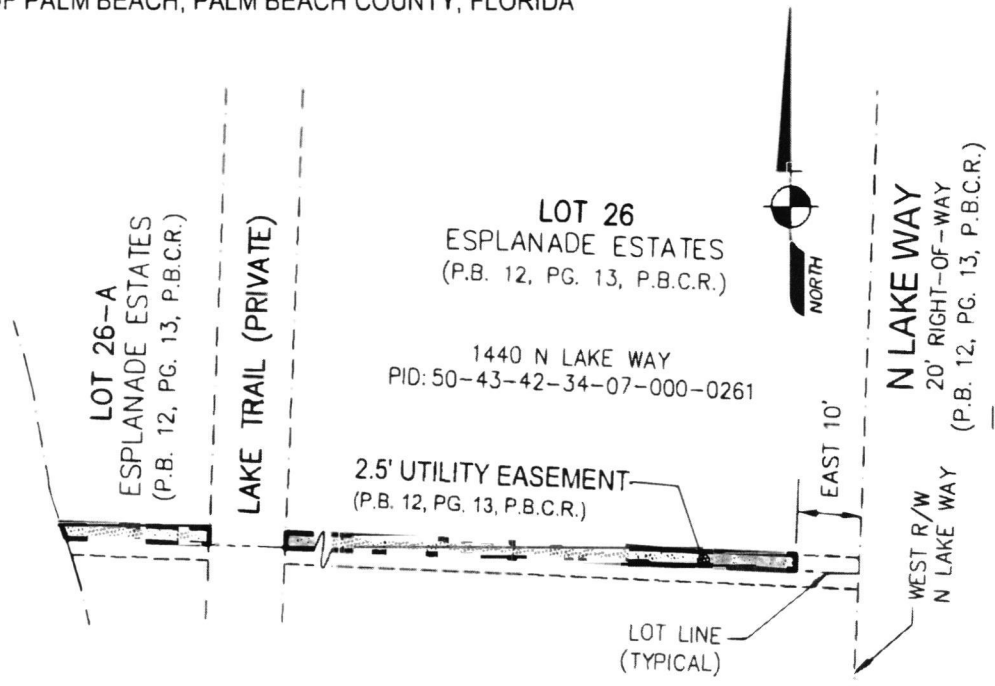
TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA

EXHIBIT E

LAND DESCRIPTION:

All of the 2.50 foot Utility Easement lying in Lot 26, less the east 10 feet, together with all of the 2.50 foot Utility Easement lying in Lot 26-A, ESPLANADE ESTATES, according to the Plat thereof as recorded in Plat Book 12, Page 13, of the Public Records of Palm Beach County, Florida.

Said land lying in Palm Beach County, Florida and contains 441 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. Additions or deletions to this sketch by other than the signing party is prohibited without written consent of the signing party.
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. Address: 1440 N Lake Way, Palm Beach, Florida
6. Abbreviation Legend: L.B. = Licensed Business; P.B. = Plat Book; PID = Parcel Identification Number; PG. = Page; P.L.S. = Professional Land Surveyor; P.B.C.R. = Palm Beach County Records; 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, Florida Administrative Code, pursuant to Chapter 472, Florida Statutes.

Michael D. Aviom

Digitally signed by Michael D. Aviom, P.L.S.
Date: 2020.09.01 15:57:38-04'00'

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

REVISIONS

TGM Backup 12-8-20



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JOB #:	10194-40.02
SCALE:	1" = 30'
DATE:	08/28/2020
BY:	J.A.S.
CHECKED:	M.D.A.
F.B.:	282
SHEET:	1 OF 1

SKETCH AND DESCRIPTION 2.5 FOOT UTILITY EASEMENT

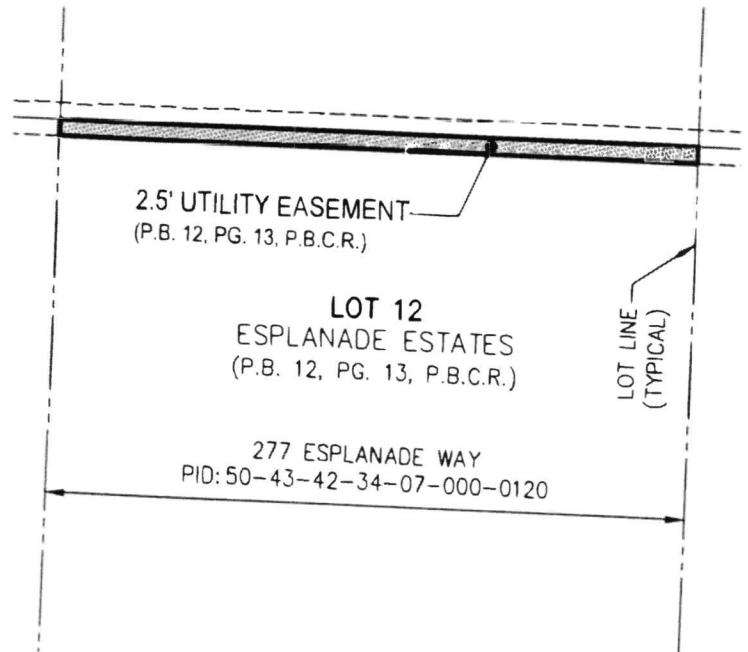
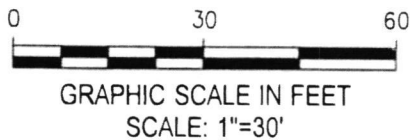
EXHIBIT F

LOT 12, ESPLANADE ESTATES
(P.B. 12, PG. 13, P.B.C.R.)
TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA

LAND DESCRIPTION:

All of the 2.50 foot Utility Easement lying in Lot 12, ESPLANADE ESTATES, according to the Plat thereof as recorded in Plat Book 12, Page 13, of the Public Records of Palm Beach County, Florida.

Said land lying in Palm Beach County, Florida and contains 250 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. Additions or deletions to this sketch by other than the signing party is prohibited without written consent of the signing party.
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. Address: 277 Esplanade Way, Palm Beach, Florida
6. Abbreviation Legend: L.B. = Licensed Business; P.B. = Plat Book; PID = Parcel Identification Number; PG. = Page; P.L.S. = Professional Land Surveyor; P.B.C.R. = Palm Beach County Records; 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, Florida Administrative Code, pursuant to Chapter 472, Florida Statutes.

Michael D. Aviom

Digitally signed by Michael D. Aviom, P.L.S.
Date: 2020.09.01 15:57:47-04'00'

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

REVISIONS

TCM Backup 12-8-20



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50 S.W. 2nd AVENUE, SUITE 102
BOCA RATON, FLORIDA 33432
(561) 392-2594 / www.AVIOMSURVEY.com

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JOB #:	10194-40.03
SCALE:	1" = 30'
DATE:	08/28/2020
BY:	J.A.S.
CHECKED:	M.D.A.
F.B.	283 PG.
SHEET:	1 OF 1

SKETCH AND DESCRIPTION 2.5 FOOT UTILITY EASEMENT

LOT 43, NORTH SHORE ADDITION TO PALM BEACH
(P.B. 20, PG. 62, P.B.C.R.)

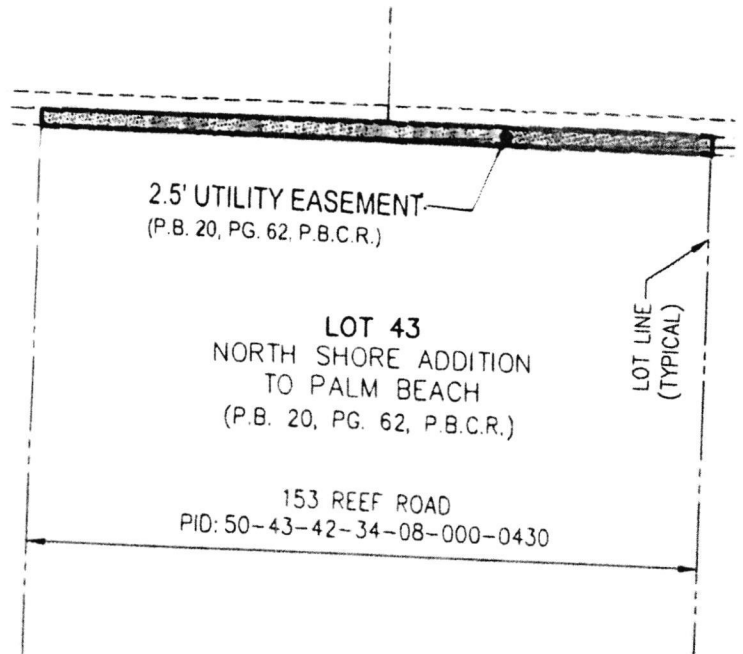
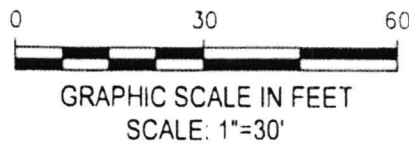
TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA

EXHIBIT G

LAND DESCRIPTION:

All of the 2.50 foot Utility Easement lying in Lot 43, NORTH SHORE ADDITION TO PALM BEACH, according to the Plat thereof as recorded in Plat Book 20, Page 62, of the Public Records of Palm Beach County, Florida.

Said land lying in Palm Beach County, Florida and contains 263 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. Additions or deletions to this sketch by other than the signing party is prohibited without written consent of the signing party.
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. Address: 153 Reef Road, Palm Beach, Florida
6. Abbreviation Legend: L.B. = Licensed Business; P.B. = Plat Book; PID = Parcel Identification Number; PG. = Page; P.L.S. = Professional Land Surveyor; P.B.C.R. = Palm Beach County Records; 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, Florida Administrative Code, pursuant to Chapter 472, Florida Statutes.

Michael D. Aviom

Digitally signed by Michael D. Aviom, P.L.S.
Date: 2020.09.01 15:57:56-04'00'

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

REVISIONS

TCM Backup 12-8-20



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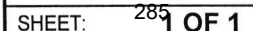
50 S.W. 2nd AVENUE, SUITE 102
BOCA RATON, FLORIDA 33432
(561) 392-2594 / www.AVIOMSURVEY.com

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JOB #:	10194-40.04
SCALE:	1" = 30'
DATE:	08/28/2020
BY:	J.A.S.
CHECKED:	M.D.A.
F.B.	... 284 G ...
SHEET:	1 OF 1

LOT 21, ESPLANADE ESTATES
(P.B. 12, PG. 13, P.B.C.R.)

EXHIBIT H



SKETCH AND DESCRIPTION
2.5 FOOT UTILITY EASEMENT

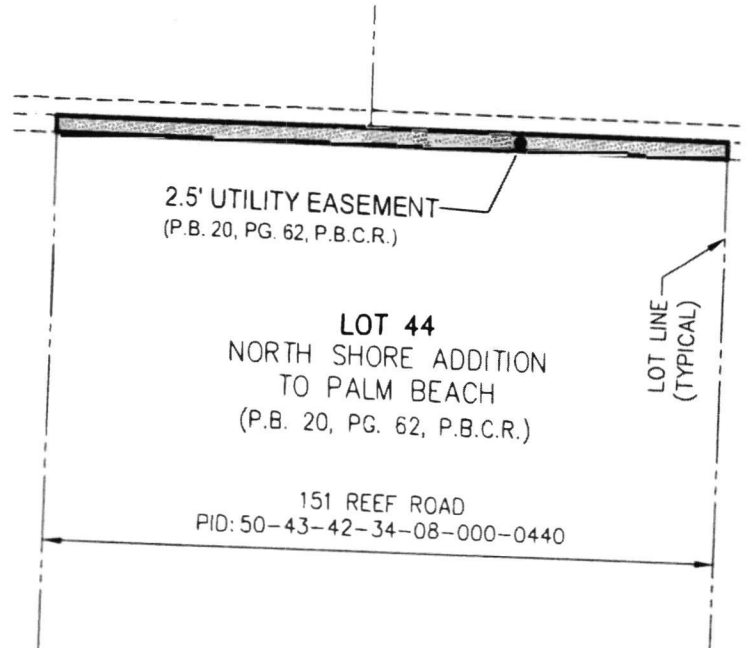
LOT 44, NORTH SHORE ADDITION TO PALM BEACH
(P.B. 20, PG. 62, P.B.C.R.)
TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA

EXHIBIT I

LAND DESCRIPTION:

All of the 2.50 foot Utility Easement lying in Lot 44, NORTH SHORE ADDITION TO PALM BEACH, according to the Plat thereof as recorded in Plat Book 20, Page 62, of the Public Records of Palm Beach County, Florida.

Said land lying in Palm Beach County, Florida and contains 263 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. Additions or deletions to this sketch by other than the signing party is prohibited without written consent of the signing party.
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. Address: 151 Reef Road, Palm Beach, Florida
6. Abbreviation Legend: L.B. = Licensed Business; P.B. = Plat Book; PID = Parcel Identification Number; PG. = Page; P.L.S. = Professional Land Surveyor; P.B.C.R. = Palm Beach County Records; 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, Florida Administrative Code, pursuant to Chapter 472, Florida Statutes.

Michael D. Aviom

Digitally signed by Michael D. Aviom, P.L.S.
Date: 2020.09.01 15:58:14-04'00'

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

REVISIONS



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JOB #: **10194-40.06**

SCALE: 1" = 30'

DATE: 08/28/2020

BY: J.A.S.

CHECKED: M.D.A.

F.B. --- 286 ---

SHEET: **1 OF 1**

TGM Backup 12-8-20

SKETCH AND DESCRIPTION
2.5 FOOT UTILITY EASEMENT

LOT 45, NORTH SHORE ADDITION TO PALM BEACH
(P.B. 20, PG. 62, P.B.C.R.)

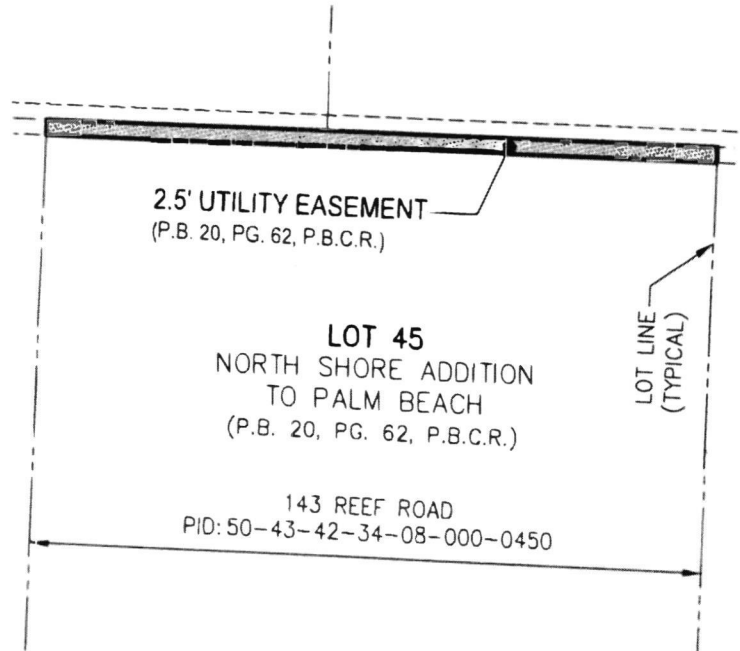
TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA

EXHIBIT J

LAND DESCRIPTION:

All of the 2.50 foot Utility Easement lying in Lot 45, NORTH SHORE ADDITION TO PALM BEACH, according to the Plat thereof as recorded in Plat Book 20, Page 62, of the Public Records of Palm Beach County, Florida.

Said land lying in Palm Beach County, Florida and contains 263 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. Additions or deletions to this sketch by other than the signing party is prohibited without written consent of the signing party.
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. Address: 143 Reef Road, Palm Beach, Florida
6. Abbreviation Legend: L.B. = Licensed Business; P.B. = Plat Book; PID = Parcel Identification Number; PG. = Page; P.L.S. = Professional Land Surveyor; P.B.C.R. = Palm Beach County Records; 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, Florida Administrative Code, pursuant to Chapter 472, Florida Statutes.

Michael D. Avirom

Digitally signed by Michael D. Avirom, P.L.S.
Date: 2020.09.01 15:58:23-04'00'

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

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JOB #: **10194-40.07**

SCALE: 1" = 30'

DATE: 08/28/2020

BY: J.A.S.

CHECKED: M.D.A.

F.B. --- 287. --

SHEET: **1 OF 1**

TCM Backup 12-8-20

SKETCH AND DESCRIPTION
2.5 FOOT UTILITY EASEMENT

EXHIBIT K

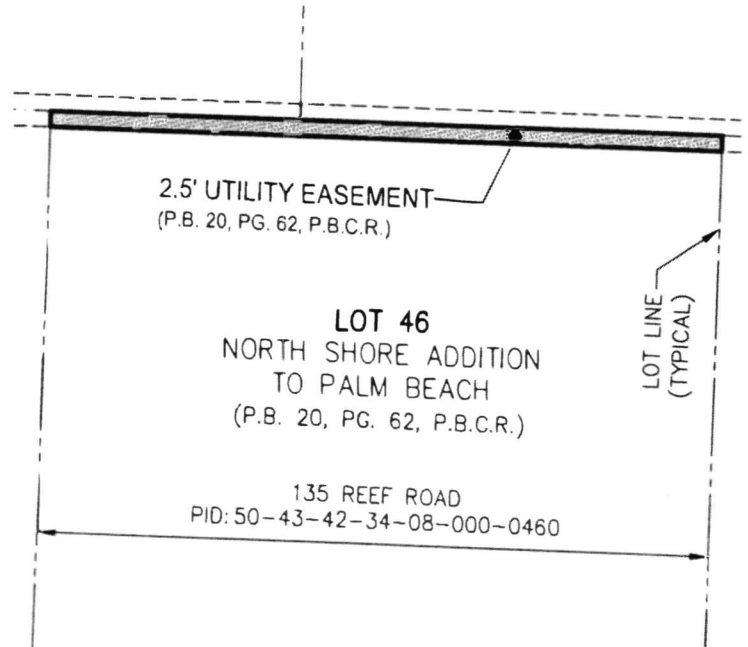
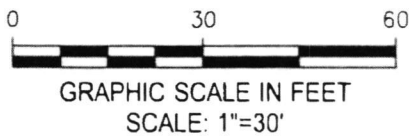
LOT 46, NORTH SHORE ADDITION TO PALM BEACH
(P.B. 20, PG. 62, P.B.C.R.)

TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA

LAND DESCRIPTION:

All of the 2.50 foot Utility Easement lying in Lot 46, NORTH SHORE ADDITION TO PALM BEACH, according to the Plat thereof as recorded in Plat Book 20, Page 62, of the Public Records of Palm Beach County, Florida.

Said land lying in Palm Beach County, Florida and contains 263 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. Additions or deletions to this sketch by other than the signing party is prohibited without written consent of the signing party.
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. Address: 135 Reef Road, Palm Beach, Florida
6. Abbreviation Legend: L.B. = Licensed Business; P.B. = Plat Book; PID = Parcel Identification Number; PG. = Page; P.L.S. = Professional Land Surveyor; P.B.C.R. = Palm Beach County Records; 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, Florida Administrative Code, pursuant to Chapter 472, Florida Statutes.

Michael D. Avirom

Digitally signed by Michael D. Avirom, P.L.S.
Date: 2020.09.01 15:58:31-04'00'

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

REVISIONS

TCM Backup 12-8-20



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JOB #:	10194-40.08
SCALE:	1" = 30'
DATE:	08/28/2020
BY:	J.A.S.
CHECKED:	M.D.A.
F.B. --- 288G. --	
SHEET:	1 OF 1

SKETCH AND DESCRIPTION
2.5 FOOT UTILITY EASEMENT
LOT 36, NORTH SHORE ADDITION TO PALM BEACH
(P.B. 20, PG. 62, P.B.C.R.)

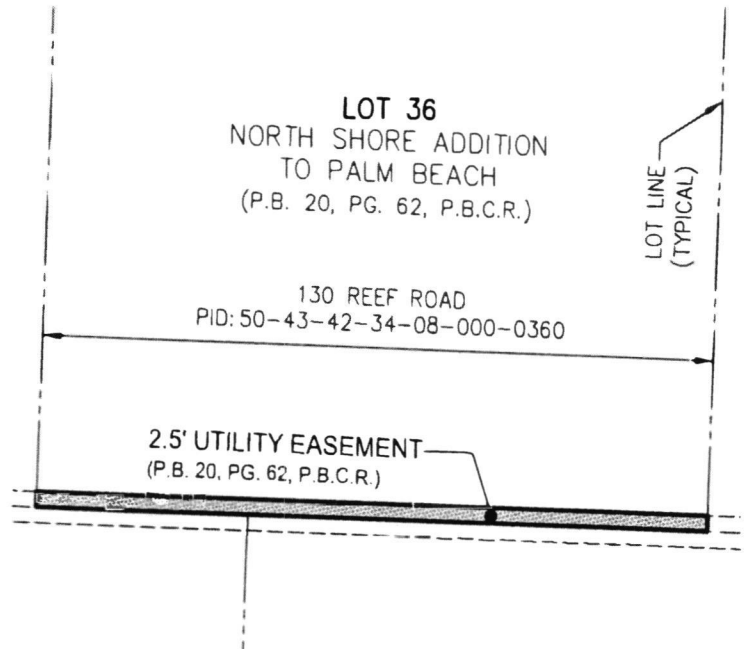
TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA

EXHIBIT L

LAND DESCRIPTION:

All of the 2.50 foot Utility Easement lying in Lot 36, NORTH SHORE ADDITION TO PALM BEACH, according to the Plat thereof as recorded in Plat Book 20, Page 62, of the Public Records of Palm Beach County, Florida.

Said land lying in Palm Beach County, Florida and contains 263 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. Additions or deletions to this sketch by other than the signing party is prohibited without written consent of the signing party.
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. Address: 130 Reef Road, Palm Beach, Florida
6. Abbreviation Legend: L.B. = Licensed Business; P.B. = Plat Book; PID = Parcel Identification Number; PG. = Page; P.L.S. = Professional Land Surveyor; P.B.C.R. = Palm Beach County Records; 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, Florida Administrative Code, pursuant to Chapter 472, Florida Statutes.

Michael D. Avirom

Digitally signed by Michael D. Avirom, P.L.S.
Date: 2020.09.01 15:58:41-04'00'

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

REVISIONS

TCM-Backup 12-8-20



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JOB #: **10194-40.09**

SCALE: 1" = 30'

DATE: 08/28/2020

BY: J.A.S.

CHECKED: M.D.A.

F.B. --- 289G. --

SHEET: **1 OF 1**

SKETCH AND DESCRIPTION
2.5 FOOT UTILITY EASEMENT

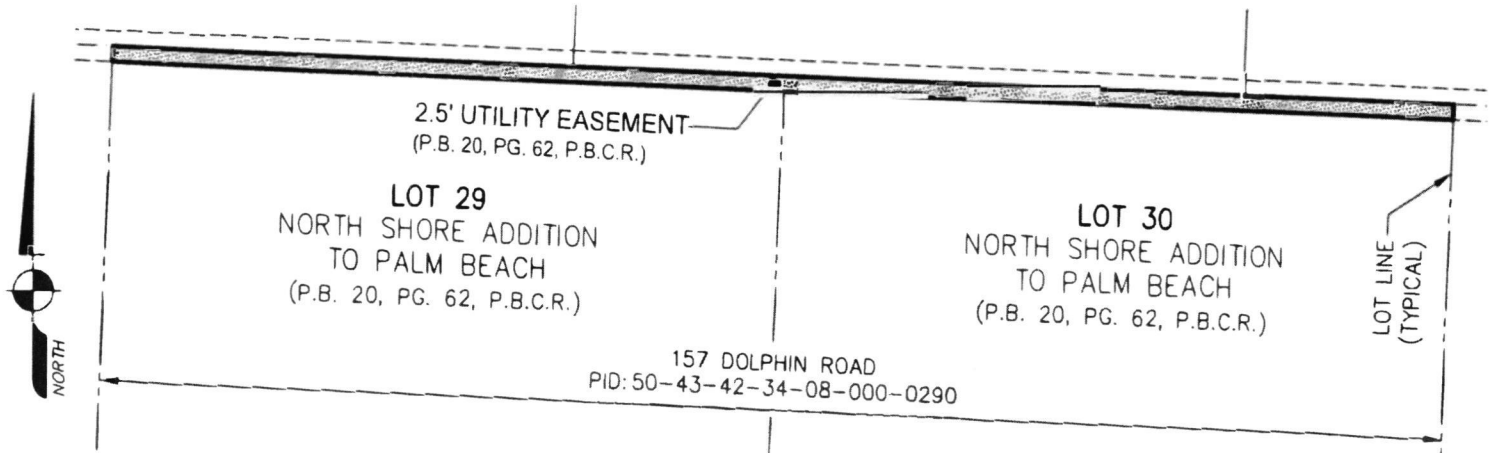
LOTS 29 AND 30, NORTH SHORE ADDITION TO PALM BEACH
(P.B. 20, PG. 62, P.B.C.R.)
TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA

EXHIBIT M

LAND DESCRIPTION:

All of the 2.50 foot Utility Easement lying in Lots 29 and 30, NORTH SHORE ADDITION TO PALM BEACH, according to the Plat thereof as recorded in Plat Book 20, Page 62, of the Public Records of Palm Beach County, Florida.

Said land lying in Palm Beach County, Florida and contains 525 square feet, more or less.

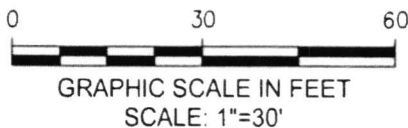


SURVEYOR'S REPORT:

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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. Address: 157 Dolphin Road, Palm Beach, Florida
6. Abbreviation Legend: L.B. = Licensed Business; P.B. = Plat Book; PID = Parcel Identification Number; PG. = Page; P.L.S. = Professional Land Surveyor; P.B.C.R. = Palm Beach County Records; 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, Florida Administrative Code, pursuant to Chapter 472, Florida Statutes.



Michael D. Avirom
Digitally signed by Michael D. Avirom, P.L.S.
Date: 2020.09.01 15:58:50-04'00'

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

REVISIONS



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JOB #: **10194-40.10**

SCALE: 1" = 30'

DATE: 08/28/2020

BY: J.A.S.

CHECKED: M.D.A.

F.B. --- 290 ---

SHEET: **1 OF 1**

TGM Backup 12-8-20

SKETCH AND DESCRIPTION
2.5 FOOT UTILITY EASEMENT
WEST 90 FEET OF LOT 1, ESPLANE ESTATES
(P.B. 12, PG. 13, P.B.C.R.)

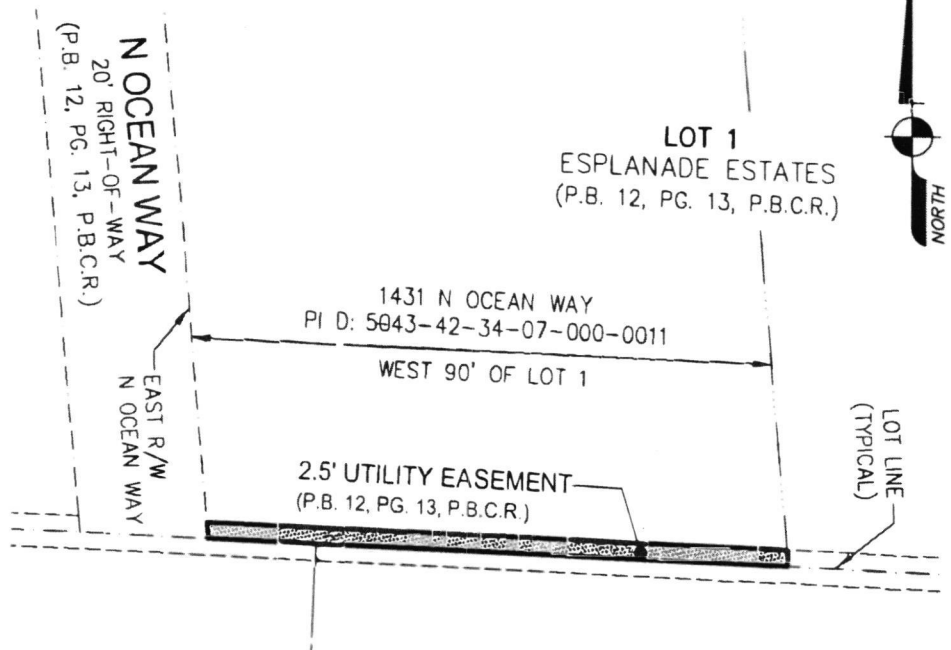
TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA

EXHIBIT N

LAND DESCRIPTION:

All of the 2.50 foot Utility Easement lying in the west 90 feet of Lot 1, ESPLANE ESTATES, according to the Plat thereof as recorded in Plat Book 12, Page 13, of the Public Records of Palm Beach County, Florida.

Said land lying in Palm Beach County, Florida and contains 225 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. Additions or deletions to this sketch by other than the signing party is prohibited without written consent of the signing party.
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. Address: 1431 N Ocean Way, Palm Beach, Florida
6. Abbreviation Legend: L.B. = Licensed Business; P.B. = Plat Book; PID = Parcel Identification Number; PG. = Page; P.L.S. = Professional Land Surveyor; P.B.C.R. = Palm Beach County Records; 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, Florida Administrative Code, pursuant to Chapter 472, Florida Statutes.

Michael D. Avirom

Digitally signed by Michael D. Avirom, P.L.S.
Date: 2020.09.01 15:58:59-04'00'

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

REVISIONS



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JOB #:	10194-40.11
SCALE:	1" = 30'
DATE:	08/28/2020
BY:	J.A.S.
CHECKED:	M.D.A.
F.B.	--- 29G. ---
SHEET:	1 OF 1

TCM Backup 12-8-20

SKETCH AND DESCRIPTION
2.5 FOOT UTILITY EASEMENT

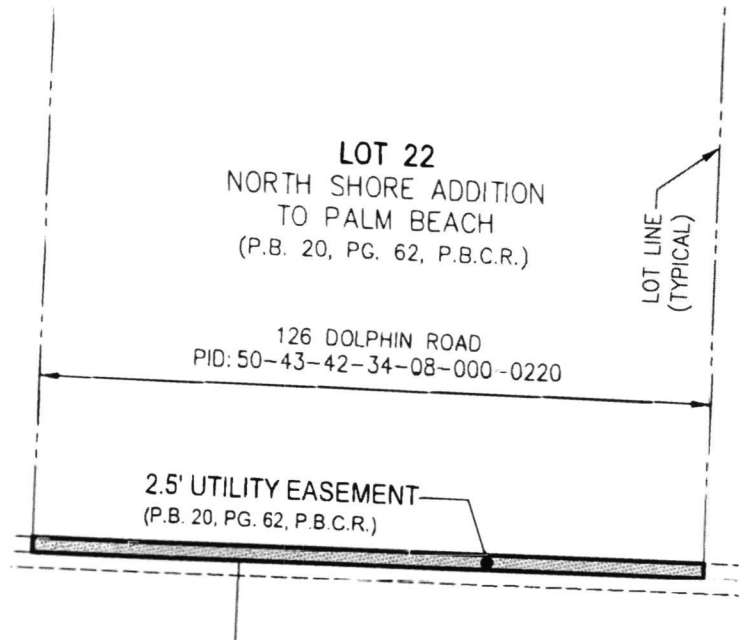
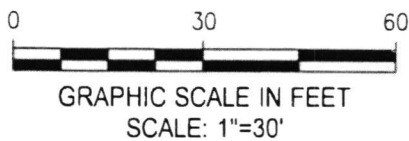
LOT 22, NORTH SHORE ADDITION TO PALM BEACH
(P.B. 20, PG. 62, P.B.C.R.)
TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA

EXHIBIT O

LAND DESCRIPTION:

All of the 2.50 foot Utility Easement lying in Lot 22, NORTH SHORE ADDITION TO PALM BEACH, according to the Plat thereof as recorded in Plat Book 20, Page 62, of the Public Records of Palm Beach County, Florida.

Said land lying in Palm Beach County, Florida and contains 263 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. Additions or deletions to this sketch by other than the signing party is prohibited without written consent of the signing party.
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. Address: 126 Dolphin Road, Palm Beach, Florida
6. Abbreviation Legend: L.B. = Licensed Business; P.B. = Plat Book; PID = Parcel Identification Number; PG. = Page; P.L.S. = Professional Land Surveyor; P.B.C.R. = Palm Beach County Records; 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, Florida Administrative Code, pursuant to Chapter 472, Florida Statutes.

Michael D. Aviom

Digitally signed by Michael D. Aviom, P.L.S.
Date: 2020.09.01 15:59:08-04'00'

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

REVISIONS



AVIOM & ASSOCIATES, INC.
SURVEYING & MAPPING

50 S.W. 2nd AVENUE, SUITE 102
BOCA RATON, FLORIDA 33432
(561) 392-2594 / www.AVIOMSURVEY.com

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JOB #: **10194-40.12**

SCALE: 1" = 30'

DATE: 08/28/2020

BY: J.A.S.

CHECKED: M.D.A.

F.B. --- 292. --

SHEET: **1 OF 1**

TCM Backup 12-8-20

SKETCH AND DESCRIPTION
2.5 FOOT UTILITY EASEMENT
LOT 18, NORTH SHORE ADDITION TO PALM BEACH
(P.B. 20, PG. 62, P.B.C.R.)

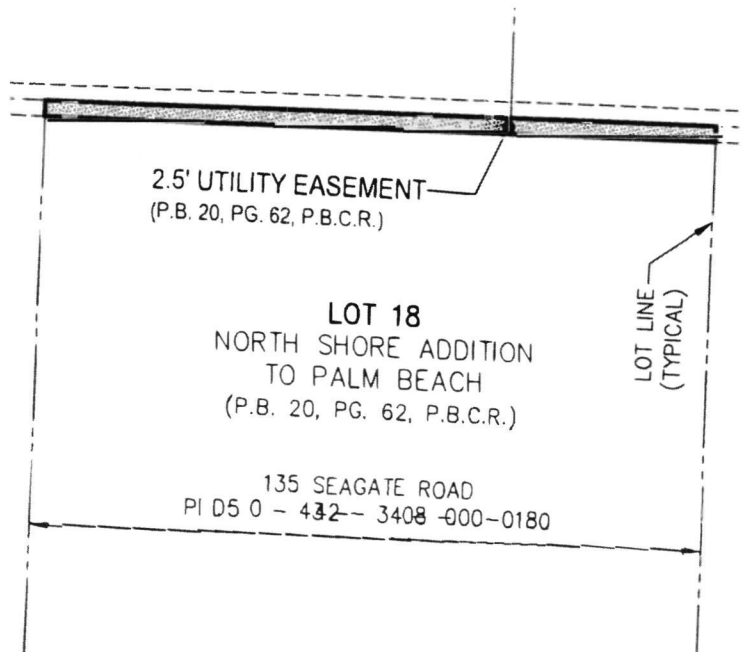
TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA

EXHIBIT P

LAND DESCRIPTION:

All of the 2.50 foot Utility Easement lying in Lot 18, NORTH SHORE ADDITION TO PALM BEACH, according to the Plat thereof as recorded in Plat Book 20, Page 62, of the Public Records of Palm Beach County, Florida.

Said land lying in Palm Beach County, Florida and contains 263 square feet, more or less.

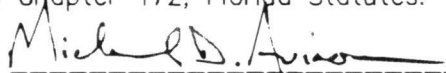


SURVEYOR'S REPORT:

1. Reproductions of this Sketch are not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper. Additions or deletions to this sketch by other than the signing party is prohibited without written consent of the signing party.
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. Address: 135 Seagate Road, Palm Beach, Florida
6. Abbreviation Legend: L.B. = Licensed Business; P.B. = Plat Book; PID = Parcel Identification Number; PG. = Page; P.L.S. = Professional Land Surveyor; P.B.C.R. = Palm Beach County Records; 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, Florida Administrative Code, pursuant to Chapter 472, Florida Statutes.



Digitally signed by Michael D. Aviom, P.L.S.
Date: 2020.09.01 15:59:18-04'00'

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

REVISIONS



AVIOM & ASSOCIATES, INC.
SURVEYING & MAPPING

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JOB #: **10194-40.13**

SCALE: 1" = 30'

DATE: 08/28/2020

BY: J.A.S.

CHECKED: M.D.A.

F.B. -- 203 --

SHEET: **1 OF 1**

TCM Backup 12-8-20

SKETCH AND DESCRIPTION
2.5 FOOT UTILITY EASEMENT
LOT 21, NORTH SHORE ADDITION TO PALM BEACH
(P.B. 20, PG. 62, P.B.C.R.)

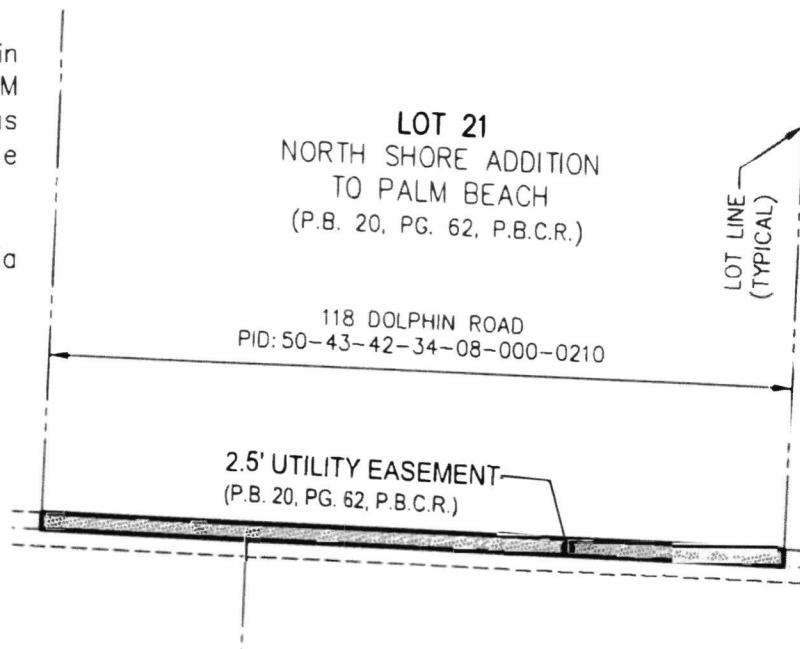
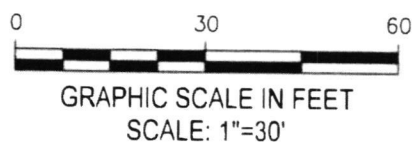
TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA

EXHIBIT Q

LAND DESCRIPTION:

All of the 2.50 foot Utility Easement lying in Lot 21, NORTH SHORE ADDITION TO PALM BEACH, according to the Plat thereof as recorded in Plat Book 20, Page 62, of the Public Records of Palm Beach County, Florida.

Said land lying in Palm Beach County, Florida and contains 291 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. Additions or deletions to this sketch by other than the signing party is prohibited without written consent of the signing party.
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. Address: 118 Dolphin Road, Palm Beach, Florida
6. Abbreviation Legend: L.B. = Licensed Business; P.B. = Plat Book; PID = Parcel Identification Number; PG. = Page; P.L.S. = Professional Land Surveyor; P.B.C.R. = Palm Beach County Records; 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, Florida Administrative Code, pursuant to Chapter 472, Florida Statutes.

Michael D. Avirom

Digitally signed by Michael D. Avirom, P.L.S.
Date: 2020.09.01 15:59:26-04'00'

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
(561) 392-2594 / www.AVIROMSURVEY.com

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JOB #:	10194-40.14
SCALE:	1" = 30'
DATE:	08/28/2020
BY:	J.A.S.
CHECKED:	M.D.A.
F.B. ---	204 ---
SHEET:	1 OF 1

TCM Backup 12-8-20

SKETCH AND DESCRIPTION
2.5 FOOT UTILITY EASEMENT
LOT 3, NORTH SHORE ADDITION TO PALM BEACH
(P.B. 20, PG. 62, P.B.C.R.)

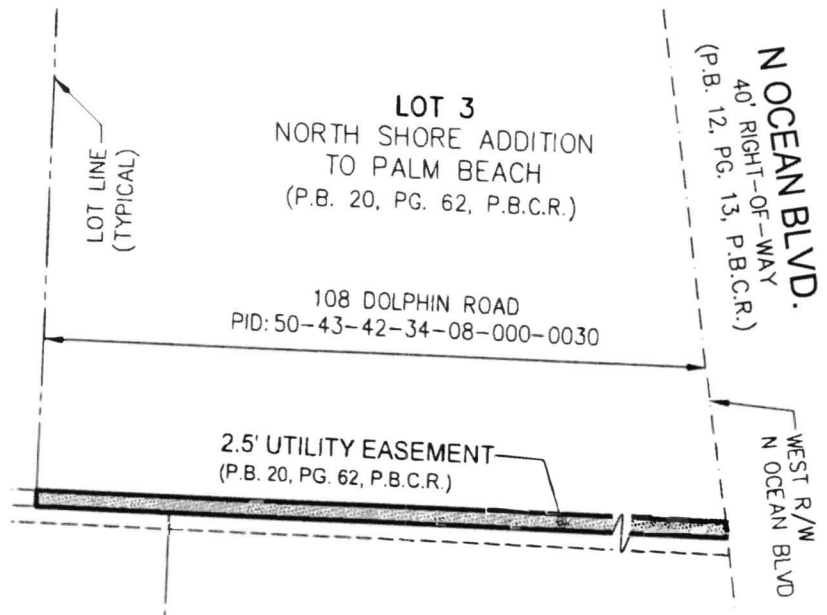
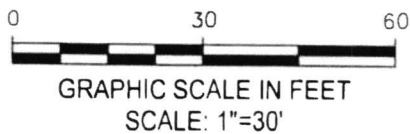
TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA

EXHIBIT R

LAND DESCRIPTION:

All of the 2.50 foot Utility Easement lying in Lot 3, NORTH SHORE ADDITION TO PALM BEACH, according to the Plat thereof as recorded in Plat Book 20, Page 62, of the Public Records of Palm Beach County, Florida.

Said land lying in Palm Beach County, Florida and contains 543 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. Additions or deletions to this sketch by other than the signing party is prohibited without written consent of the signing party.
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. Address: 108 Dolphin Road, Palm Beach, Florida
6. Abbreviation Legend: L.B. = Licensed Business; P.B. = Plat Book; PID = Parcel Identification Number; PG. = Page; P.L.S. = Professional Land Surveyor; P.B.C.R. = Palm Beach County Records; 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, Florida Administrative Code, pursuant to Chapter 472, Florida Statutes.

Michael D. Avirom

Digitally signed by Michael D. Avirom, P.L.S.
Date: 2020.09.01 15:59:35-04'00'

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
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JOB #: **10194-40.15**

SCALE: 1" = 30'

DATE: 09/01/2020

BY: J.A.S.

CHECKED: M.D.A.

F.B. --- 295 ---

SHEET: **1 OF 1**

TCM Backup 12-8-20

SKETCH AND DESCRIPTION
2.5 FOOT UTILITY EASEMENT

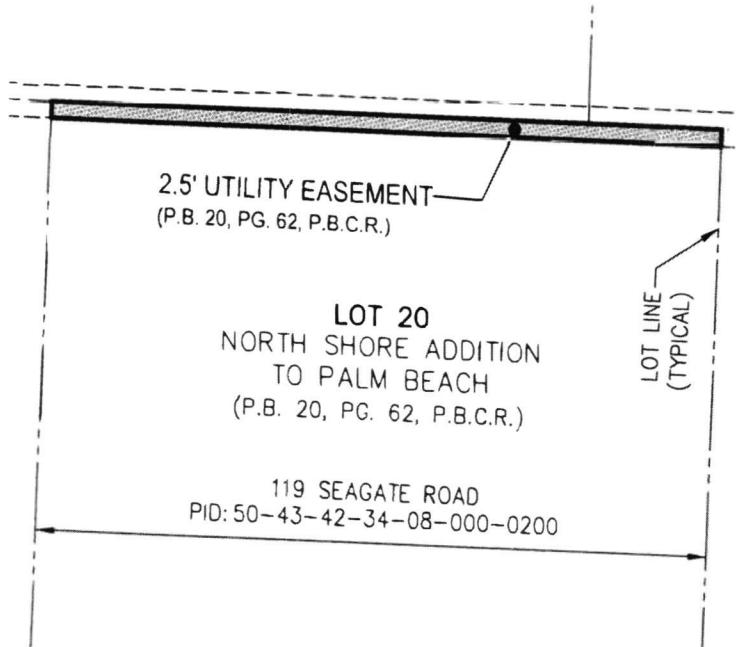
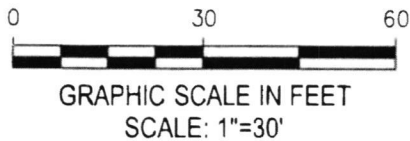
LOT 20, NORTH SHORE ADDITION TO PALM BEACH
(P.B. 20, PG. 62, P.B.C.R.)
TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA

EXHIBIT S

LAND DESCRIPTION:

All of the 2.50 foot Utility Easement lying in Lot 20, NORTH SHORE ADDITION TO PALM BEACH, according to the Plat thereof as recorded in Plat Book 20, Page 62, of the Public Records of Palm Beach County, Florida.

Said land lying in Palm Beach County, Florida and contains 263 square feet, more or less.

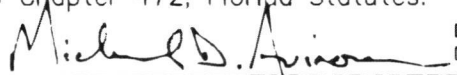


SURVEYOR'S REPORT:

1. Reproductions of this Sketch are not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper. Additions or deletions to this sketch by other than the signing party is prohibited without written consent of the signing party.
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. Address: 119 Seagate Road, Palm Beach, Florida
6. Abbreviation Legend: L.B. = Licensed Business; P.B. = Plat Book; PID = Parcel Identification Number; PG. = Page; P.L.S. = Professional Land Surveyor; P.B.C.R. = Palm Beach County Records; 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, Florida Administrative Code, pursuant to Chapter 472, Florida Statutes.



Digitally signed by Michael D. Avirom, P.L.S.
Date: 2020.09.01 15:59:44-04'00'

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

REVISIONS

TGM Backup 12-8-20

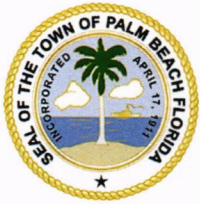


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JOB #:	10194-40.16
SCALE:	1" = 30'
DATE:	09/01/2020
BY:	J.A.S.
CHECKED:	M.D.A.
F.B.	-- 296 --
SHEET:	1 OF 1



TOWN OF PALM BEACH

Public Works

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

November 20, 2020

NOTIFICATION TO PROPERTY OWNER

**REGARDING TOWN OF PALM BEACH ABANDONMENT OF DEDICATED PUBLIC PROPERTY
(EASEMENT)**

All property owners within a three hundred foot (300') radius of the subject properties are hereby notified by mail of the proposed abandonment of the easement within the subject properties. The intent of this action is to notify the property owners that the easements are being vacated and returned to full usage of the property owner.

This notice is being provided to you in conjunction with the review by the Town Council of this matter.

Please be advised, Town Council will consider the following matter at their next meeting on December 8, 2020. The meeting will begin at 9:30am in the Council Chambers room, 360 South County Road, Palm Beach, Florida 33480. The application will be heard at that time or soon thereafter.

This notification is not intended to solicit your approval or disapproval. If you desire, you may file your comments in writing to the mailing address below or via email to phase2north.easement@townofpalmbeach.com prior to the meeting on December 8, 2020, or you may attend the meeting to speak on this matter. This application and plans are on file in the Public Works Department and are available for review Monday through Friday between 8:30am and 4:30pm.

Subject Property Addresses:

PCN: 50-43-43-02-01-000-0100 280 El Pueblo Way Palm Beach, FL 33480	PCN: 50-43-44-02-01-000-0320 1440 S Ocean Blvd Palm Beach, FL 33480	PCN: 50-43-42-34-11-000-0010 1326 N Ocean Blvd Palm Beach, FL 33480
PCN: 50-43-42-34-07-000-0110 1441 N Lake Way Palm Beach, FL 33480	PCN: 50-43-42-34-07-000-0261 1440 N Lake Way Palm Beach, FL 33480	PCN: 50-43-42-34-07-000-0120 277 Esplanade Way Palm Beach, FL 33480
PCN: 50-43-42-34-08-000-0430 153 Reef Rd Palm Beach, FL 33480	PCN: 50-43-42-34-07-000-0210 230 Esplanade Way Palm Beach, FL 33480	PCN: 50-43-42-34-08-000-0440 151 Reef Rd Palm Beach, FL 33480

PCN: 50-43-42-34-08-000-0450
143 Reef Rd
Palm Beach, FL 33480

PCN: 50-43-42-34-08-000-0460
135 Reef Rd
Palm Beach, FL 33480

PCN: 50-43-42-34-08-000-0360
130 Reef Rd
Palm Beach, FL 33480

PCN: 50-43-42-34-08-000-0290
157 Dolphin Rd
Palm Beach, FL 33480

PCN: 50-43-42-34-07-000-0011
1431 N Ocean Way
Palm Beach, FL 33480

PCN: 50-43-42-34-08-000-0220
126 Dolphin Rd
Palm Beach, FL 33480

PCN: 50-43-42-34-08-000-0180
135 Seagate Rd
Palm Beach, FL 33480

PCN: 50-43-42-34-08-000-0210
118 Dolphin Rd
Palm Beach, FL 33480

PCN: 50-43-42-34-08-000-0030
108 Dolphin Rd
Palm Beach, FL 33480

PCN: 50-43-42-34-08-000-0200
119 Seagate Rd
Palm Beach, FL 33480

Applicant: Town of Palm Beach

Project Description: Abandonment of Utility Easement

If we can be of further assistance, please contact me at (561) 838-5440.

Sincerely,

Patricia Strayer, P.E.
Town Engineer

PS/lm

cc: Public Works File



TOWN OF PALM BEACH

Public Works Department

**CERTIFIED MAIL
RETURN RECEIPT REQUESTED**

November 20, 2020

**NOTIFICATION TO
ADJACENT PROPERTY OWNERS**

**REGARDING TOWN OF PALM BEACH ABANDONMENT OF DEDICATED PUBLIC PROPERTY
(EASEMENT)**

All property owners within a three hundred (300) foot radius of the subject properties are hereby notified by mail of the proposed abandonment of the easement, adjacent to the subject properties.

This notice is being provided to you in conjunction with the review by the Town Council of this matter.

Please be advised, Town Council will consider the following matter at their next meeting on December 8, 2020. The meeting will begin at 9:30am in the Council Chambers room, 360 South County Road, Palm Beach, Florida 33480. The application will be heard at that time or soon thereafter.

This notification is not intended to solicit your approval or disapproval. If you desire, you may file your comments in writing to the mailing address below or via email to phase2north.easement@townofpalmbeach.com prior to the meeting on December 8, 2020, or you may attend the meeting to speak on this matter. This application and plans are on file in the Public Works Department and are available for review Monday through Friday between 8:30am and 4:30pm.

Subject Property Addresses:

PCN: 50-43-43-02-01-000-0100
280 El Pueblo Way
Palm Beach, FL 33480

PCN: 50-43-44-02-01-000-0320
1440 S Ocean Blvd
Palm Beach, FL 33480

PCN: 50-43-42-34-11-000-0010
1326 N Ocean Blvd
Palm Beach, FL 33480

PCN: 50-43-42-34-07-000-0110
1441 N Lake Way
Palm Beach, FL 33480

PCN: 50-43-42-34-07-000-0261
1440 N Lake Way
Palm Beach, FL 33480

PCN: 50-43-42-34-07-000-0120
277 Esplanade Way
Palm Beach, FL 33480

PCN: 50-43-42-34-08-000-0430
153 Reef Rd
Palm Beach, FL 33480

PCN: 50-43-42-34-07-000-0210
230 Esplanade Way
Palm Beach, FL 33480

PCN: 50-43-42-34-08-000-0440
151 Reef Rd
Palm Beach, FL 33480

PCN: 50-43-42-34-08-000-0450
143 Reef Rd
Palm Beach, FL 33480

PCN: 50-43-42-34-08-000-0460
135 Reef Rd
Palm Beach, FL 33480

PCN: 50-43-42-34-08-000-0360
130 Reef Rd
Palm Beach, FL 33480

PCN: 50-43-42-34-08-000-0290
157 Dolphin Rd
Palm Beach, FL 33480

PCN: 50-43-42-34-07-000-0011
1431 N Ocean Way
Palm Beach, FL 33480

PCN: 50-43-42-34-08-000-0220
126 Dolphin Rd
Palm Beach, FL 33480

PCN: 50-43-42-34-08-000-0180
135 Seagate Rd
Palm Beach, FL 33480

PCN: 50-43-42-34-08-000-0210
118 Dolphin Rd
Palm Beach, FL 33480

PCN: 50-43-42-34-08-000-0030
108 Dolphin Rd
Palm Beach, FL 33480

PCN: 50-43-42-34-08-000-0200
119 Seagate Rd
Palm Beach, FL 33480

Applicant: Town of Palm Beach

Project Description: Abandonment of Utility Easement

If we can be of further assistance, please contact me at (561) 838-5440.

Sincerely,

Patricia Strayer, P.E.
Town Engineer

cc: Public Works File

The Palm Beach Post

Palm Beach Daily News | **LOCALiQ**

PROOF OF PUBLICATION STATE OF FLORIDA

PUBLIC NOTICE

Before the undersigned authority, personally appeared Teal Pontarelli, who on oath, says that he/she is a Legal Advertising Representative of The Palm Beach Post, a daily and Sunday newspaper, published in West Palm Beach and distributed in Palm Beach County, Martin County, and St. Lucie County, Florida; that the attached copy of advertising for a Legal - Public Notice was published in said newspaper on: first date of Publication 11/16/2020 and last date of Publication 11/16/2020. Affiant further says that the said The Palm Beach Post is a newspaper published in West Palm Beach, in said Palm Beach County, Florida and that the said newspaper has heretofore been continuously published in said Palm Beach County, Florida, daily and Sunday and has been entered as second class mail matter at the post office in West Palm Beach, in said Palm Beach County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he/she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in said newspaper.

PALM BEACH, TOWN OF
PO BOX 2029
PALM BEACH, FL 33480-2029

Invoice/Order Number:	0000607815
Ad Cost:	\$632.96
Paid:	\$0.00
Balance Due:	\$632.96

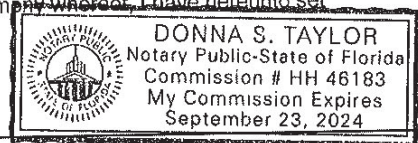
Signed


(Legal Advertising Agent)

Sworn or affirmed to, and subscribed before me, this 18th day of November, 2020 in Testimony whereof, I have hereunto set my hand and affixed my official seal, the day and year aforesaid.

Signed


(Notary)



Please see Ad on following page(s).

Invoice/Order Number:	0000607815
Ad Cost:	\$632.96
Paid:	\$0.00
Balance Due:	\$632.96

LEGAL ADVERTISEMENT

NOTICE IS HEREBY GIVEN that the Town Council of the Town of Palm Beach, Palm Beach, Florida, at a regular meeting to be held December 8, 2020, beginning at 9:30 a.m., in the Council Chambers of the Town Hall, 360 South County Road, Palm Beach, Florida, will have on the agenda the following:

PETITION FOR THE ABANDONMENT OF DEDICATED PUBLIC UTILITY EASEMENTS ON PROPERTIES LISTED BELOW, PALM BEACH, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PUBLIC UTILITY EASEMENTS TO BE ABANDONED:

The west 7 feet of the north 20 feet of Lot 11, El Encanto, according to the Plat thereof as recorded in Plat Book 11, Page 52, of the Public Records of Palm Beach County, Florida.

A portion of Lots 38, 39 1/2 and 40, Ocean Vista, as recorded in Plat Book 6, Page 41, of the Public Records of Palm Beach County, Florida.

A portion of Lot 1, Oxenola Way, as recorded in Plat Book 23, Page 131, of the Public Records of Palm Beach County, Florida.

All of the 2.50 foot Utility Easement lying in Lot 11, Esplanade Estates, according to the Plat thereof as recorded in Plat Book 12, Page 13, of the Public Records of Palm Beach County, Florida.

All of the 2.50 foot Utility Easement lying in Lot 26, less the east 10 feet, together with all of the 2.50 foot Utility Easement lying in Lot 26-A, Esplanade Estates, according to the Plat thereof as recorded in Plat Book 12, Page 13, of the Public Records of Palm Beach County, Florida.

All of the 2.50 foot Utility Easement lying in Lot 12, Esplanade Estates, according to the Plat thereof as recorded in Plat Book 12, Page 13, of the Public Records of Palm Beach County, Florida.

All of the 2.50 foot Utility Easement lying in Lot 43, North Shore Addition to Palm Beach, according to the Plat thereof as recorded in Plat Book 20, Page 62, of the Public Records of Palm Beach County, Florida.

All of the 2.50 foot Utility Easement lying in Lot 21, Esplanade Estates, according to the Plat thereof as recorded in Plat Book 12, Page 13, of the Public Records of Palm Beach County, Florida.

All of the 2.50 foot Utility Easement lying in Lot 44, North Shore Addition to Palm Beach, according to the Plat thereof as recorded in Plat Book 20, Page 62, of the Public Records of Palm Beach County, Florida.

All of the 2.50 foot Utility Easement lying in Lot 45, North Shore Addition to Palm Beach, according to the Plat thereof as recorded in Plat Book 20, Page 62, of the Public Records of Palm Beach County, Florida.

All of the 2.50 foot Utility Easement lying in Lot 46, North Shore Addition to Palm Beach, according to the Plat thereof as recorded in Plat Book 20, Page 62, of the Public Records of Palm Beach County, Florida.

All of the 2.50 foot Utility Easement lying in Lot 36, North Shore Addition to Palm Beach, according to the Plat thereof as recorded in Plat Book 20, Page 62, of the Public Records of Palm Beach County, Florida.

All of the 2.50 foot Utility Easement lying in Lots 29 and 30, North Shore Addition to Palm Beach, according to the Plat thereof as recorded in Plat Book 20, Page 62, of the Public Records of

Palm Beach County, Florida.

All of the 2.50 foot Utility Easement lying in the west 80 feet of Lot 1, Esplanade Estates, according to the Plat thereof as recorded in Plat Book 12, Page 13, of the Public Records of Palm Beach County, Florida.

All of the 2.50 foot Utility Easement lying in Lot 22, North Shore Addition to Palm Beach, according to the Plat thereof as recorded in Plat Book 20, Page 62, of the Public Records of Palm Beach County, Florida.

All of the 2.50 foot Utility Easement lying in Lot 18, North Shore Addition to Palm Beach, according to the Plat thereof as recorded in Plat Book 20, Page 62, of the Public Records of Palm Beach County, Florida.

All of the 2.50 foot Utility Easement lying in Lot 21, North Shore Addition to Palm Beach, according to the Plat thereof as recorded in Plat Book 20, Page 62, of the Public Records of Palm Beach County, Florida.

All of the 2.50 foot Utility Easement lying in Lot 3, North Shore Addition to Palm Beach, according to the Plat thereof as recorded in Plat Book 20, Page 62, of the Public Records of Palm Beach County, Florida.

All of the 2.50 foot Utility Easement lying in Lot 20, North Shore Addition to Palm Beach, according to the Plat thereof as recorded in Plat Book 20, Page 62, of the Public Records of Palm Beach County, Florida.

THIS APPLICATION FOR ABANDONMENT HAS BEEN FILED BY:
Town of Palm Beach, Public Works Department, 951 Okeechobee Road, Suite A, West Palm Beach, FL 33401. A copy of the application is on file with the Town of Palm Beach, Public Works Department, and will be provided upon request or may be examined Monday through Friday between the hours of 8:30 a.m. to 4:30 p.m.

ALL PERSONS INTERESTED in this matter may appear before the Town Council of the Town of Palm Beach at the time and place aforesaid and be heard.

SHOULD ANY INTERESTED PARTY SEEK TO APPEAL ANY DECISION MADE BY THE TOWN COUNCIL WITH RESPECT TO ANY MATTER CONSIDERED AT THIS PUBLIC HEARING, SAID PARTY WILL NEED A RECORD OF THE PROCEEDINGS, AND FOR SUCH PURPOSE, MAY NEED TO INSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS BEING BASED, 206.0105 F.S.S.

H. Paul Brazill, P.E.
Director, Department of Public Works
Town of Palm Beach
11-16/2020

0000507R15.01

TOWN OF PALM BEACH

Information for Town Council Meeting on: December 8, 2020

TO: Mayor and Town Council

VIA: Kirk W. Blouin, Town Manager

VIA: Jane Le Clainche, CPA Finance Director

FROM: Dean Mealy, CPPO Town Purchasing Manager

RE: Resolution to Approve Award of GMP to Burkhardt Construction Inc. for Phase 4 North in the Amount of \$5,101,393.06 and Establish a Project Budget of \$5,300,000
Resolution No. 143-2020

The GMP Negotiations produced a savings of \$84,000.

DATE: 25 November 2020

STAFF RECOMMENDATION

Town staff recommends that Town Council approve Resolution 143-2020, approving award of the GMP to Burkhardt Construction Inc. for Phase 4 North and Via Marila Drainage in the amount of \$5,101,393.06, and establish a project budget of \$5,300,000.

GENERAL INFORMATION

The Town of Palm Beach selected Burkhardt Construction, Inc. (BCI) as the Construction Manager at Risk for the Phase 4 North Undergrounding Conversion. On November 13, 2020, BCI submitted a Guaranteed Maximum Price (GMP) for the projects to the Town and Kimley-Horn for review. The GMP received included costs for the Phase 4 North Undergrounding project and the Via Marila Drainage Improvement Project. Because these two (2) projects share a similar project area, there are cost and schedule efficiency gains in constructing them simultaneously under a single project. This approach is similar to that taken for the infrastructure improvements that were constructed during the Phase 2 North Undergrounding project.

The total cost increased because the Town requested that an allowance be included within the GMP of \$100,000 for rock due to Phase 4 North is anticipated to be similar to Phase 3 North. If this cost is disregarded, the total cost was reduced by \$84,000. The profit is now 8.1% instead of 8.4%. The rate increase was reduced to 2.5% from 3%. All other items that were requested appear to have been addressed.

The GMP received for the Phase 4 North Undergrounding project was \$5,043,009.99 without Via Marila. The Engineer's Opinion of Probable Cost was \$5,270,000 for the project. The Master Plan Opinion of Probable Cost that was updated in November 2019 included a cost opinion of \$5,360,000 for the construction elements that were anticipated to be included in the GMP for Phase 4.

Kimley-Horn reviewed the GMP to identify any abnormalities with the various bid items, CMAR costs, and Exceptions and Clarifications submitted by BCI. The results of our review follow below.

Phase 4 North Undergrounding GMP

The GMP received for Phase 4 North is approximately 5% lower than the Engineer's OPC for the project. This can be mostly attributed to a significant reduction in General Conditions and Project Management Fees presented by BCI. With Phases 2 South, 3 South, and 3 North under active construction, there are now considerable overlaps in project schedules that allow more cost efficiencies to be realized. The following items are recommended to be reviewed and revised by BCI, as applicable:

- The percentage profit was increased to 8.4% versus the traditional 7.7% we have seen in previous phases.
- Unit prices from Phase 3 North that were used to develop the GMP were increased by 3% for this GMP, while Note #2 under the General section of the Exceptions and Clarifications states that unit prices are the same as contained in Phase 3 North.
- We anticipate the level of rock drilling will be similar to that experienced in Phase 3 North. Therefore, we recommend the GMP carry an allowance in the amount of \$100,000 in anticipation of this additional effort. The Via Marila Drainage Improvement scope should be itemized separately in the GMP, including any associated CMAR costs, as these improvements will not be funded by the Undergrounding Program Budget. Additionally, there are a few individual line items that need quantity revisions or should be considered for elimination from the GMP. These items are as follows:
 - The line item "Verify the availability to reuse existing abandoned duct" has been eliminated from the project. This item can be eliminated from the GMP.
 - The quantity of "Install FPL furnished transformers..." can be reduced from 44 to 43.
 - The signage required for the chicanes can be removed from the GMP as the Town has already directly purchased these signs and provided them to BCI for early installation with the demonstration chicanes.
 - For the work at the D-10 pump station, it is recommended that the fill line item to raise the path be measured by cubic feet rather than square feet.

Kimley Horn and Associates Inc. recommend that the above line items be discussed with BCI to develop strategies to reduce these costs. The Exceptions and Clarifications submitted with the GMP was also reviewed. Our review of these conditions yields the following comments:

- General - Item 2: This note indicates that unit prices were compiled using the same unit prices as Phase 3 North. This contradicts the unit price increase of 3% that was observed in the GMP.
- General - Item 21: This note should be revised to reflect the sign installation required for the chicanes.
- Water / Sewer / Storm Drainage - Item 3: This note should be revised to reflect the watermain deflections required for chicane installation.

- Water / Sewer / Storm Drainage - Item 4: This note should be revised to acknowledge required water meter relocations, but that no connection fees are included or anticipated due to these relocations.
- Franchise Utilities - Item 9: This note should be revised to acknowledge a rock drilling allowance of \$100,000.

SPECIAL CONSIDERATIONS

Staff recommends a waiver to Section 42-196 and Section 42-199 of the Town Code of Ordinances allowing off hour construction, as necessary, and approved by Public Works. The contractor, with the assistance of Public Works staff, will notify residents in the immediate area prior to off-hour work. Staff also recommends a waiver to the Noise Ordinance for those same off-hour activities including weekends from Section 42-226 through Section 42-229 of the Town Code of Ordinances.

FUNDING/FISCAL IMPACT

The funding for these services will come from the Town-wide Underground Utility Project Fund. The proceeds from the General Obligation Bond will be used to fund these costs.

PUBLIC WORKS REVIEW

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

TOWN ATTORNEY REVIEW

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

cc: Paul Brazil, Public Works Director
 Patricia Strayer, P.E., Town Engineer
 Duke Basha, Assistant Purchasing Manager
 Eric Shibley, CPPB Senior Buyer

RESOLUTION NO. 143-2020

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF
PALM BEACH, PALM BEACH COUNTY, FLORIDA,
APPROVING THE AWARD OF THE GUARANTEED
MAXIMUM PRICE TO BURKHARDT CONSTRUCTION INC.
FOR PHASE 4 NORTH AND VIA MARILA DRAINAGE
IMPROVEMENT PROJECT IN THE AMOUNT OF \$5,101,393.06
AND ESTABLISH A PROJECT BUDGET OF \$5,300,000.**

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

Section 1. The Town Council of the Town of Palm Beach hereby approves Resolution No. 143-2020, approving award of the GMP to Burkhardt Construction Inc. for Phase 4 North and Via Marila Drainage Improvement Project in the amount of \$5,101,393.06 and establish a project budget of \$5,300,000.

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

PASSED AND ADOPTED in a regular, adjourned session of the Town Council of the Town of Palm Beach assembled this 8th day of December, 2020.

Gail L. Coniglio, Mayor

ATTEST:

Queenester Nieves, CMC, Town Clerk

**Town of Palm Beach
Townwide Overhead Utility Undergrounding
Phase 4 - North
Guaranteed Maximum Price**

From: **Burkhardt Construction, Inc.**
Attn: Marc Kleisley, Vice President
1400 Alabama Ave.
West Palm Beach, FL 33401
Ph: (561) 659-1400
Fax: (561) 659-1402

Owner: **Town Of Palm Beach**
Public Works & Engineering Dept
951 Old Okeechobee Road
West Palm Beach, FL 33401
Tel: (561) 838-5440
Fax: (561) 835-4691

Engineer: **Kimley-Horn & Associates, Inc.**
Attn: Kevin Schanen, P.E.
1920 Wekiva Way, Suite 200
West Palm Beach, FL 33411
Ph: (561) 845-0665
Fax: (561) 863-8175

Project: **Townwide Overhead Utility Undergrounding - Phase 4 - North**

Plans: Based on bid set of plans BCI received date 10.12.2020--ATT & Comcast Conduit Plans
Based on bid set of plans BCI received date 10.26.2020--All remaining plan sheets

Location: Town of Palm Beach

Proposal Date: 11/13/2020; Rev. 11/24/2020

Direct Construction Costs:	\$ 3,968,579.39
General Conditions	\$ 286,392.70
Project Management	\$ 475,503.94
Profit	\$ 321,533.96
Owner Direct Purchase Material Tax Savings (estimated)	\$ (9,000.00)
Total Guaranteed Maximum Price	\$ 5,043,009.99

VIA MARILA DRAINAGE IMPROVEMENTS	\$	58,383.07
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Town of Palm Beach

Townwide Overhead Utility Undergrounding - Phase 4 - North

Direct Construction Costs 11/13/2020, Rev. 11/24/2020

Prepared by Burkhardt Construction, Inc.

Item Description	Quantity	U/M	Unit Price	Amount	Labor	Equipment	Material	Subcontractor	General/Rental	Subtotal
FPL - ATT - COMCAST OVERHEAD UTILITY UNDERGROUNDING GENERAL REQUIREMENTS (ALLOWANCE) SITE CLEANING, DEBRIS REMOVAL, TREE PROTECTION, SPECIALTY SIGNAGE ALLOWANCE FOR SURVEY RE-STAKING DANGER RIBBON OFF DUTY POLICE OFFICERS TEMPORARY STREET LIGHTING UNDERGROUNDING OF FPL - COMCAST - ATT UNDERGROUNDING OF UTILITIES ROCK DRILLING PROPOSED LANDSCAPING AT TRANSFORMERS FPL BINDING COST ESTIMATE AND INSTALLATION FEES COMCAST INSTALLATION FEES ATT INSTALLATION FEES										
	1 ALL		\$18,500.00	\$ 18,500.00			ALLOWANCE		18500	18500
	1 ALL		\$6,500.00	\$ 6,500.00			ALLOWANCE		6500	6500
	25 ROL									
	NIC									
	NIC									

Town of Palm Beach Townwide Overhead Utility Undergrounding Phase IV - North Schedule of Values Prepared by Burkhardt Construction, Inc.		Submitted By: CR Dunn		
Item Description	Quantity	U/M	Unit Price	Amount
UNDERGROUNDING OF FRANCHISE UTILITIES (FPL, COMCAST, ATT)				\$3,839,456.39
MISCELLANEOUS ITEMS				\$1,029,272.66
NPDES WEEKLY REPORTING	1	LS	\$9,000.00	\$ 9,000.00
NPDES SET UP & MAINTENANCE	1	LS	\$10,000.00	\$ 10,000.00
PERFORMANCE & PAYMENT BONDS	1	LS	\$69,024.16	\$ 69,024.16
MAINTENANCE OF TRAFFIC INCL FLAGMEN	1	LS	\$398,000.00	\$ 398,000.00
REMOVE EXISTING CHAIN LINK FENCE	70	LF	\$15.00	\$ 1,050.00
REMOVE / CLEAR / GRUB / DISPOSE OF EXISTING VEGETATION / TREES TO FACILITATE INSTALLATION OF PRIVATE UTILITY CONDUITS & EQUIPMENT	1	LS	\$25,000.00	\$ 25,000.00
REMOVE AND DISPOSE 10" TALL SIDE WALL	11	LF	\$50.00	\$ 550.00
REMOVE AND DISPOSE EXISTING DRIVEWAY PAVERS / REPAIR EDGES	90	SF	\$10.00	\$ 900.00
REMOVE & DISPOSE CONCRETE PAD AT 1118 N LAKE WAY	1	EA	\$250.00	\$ 250.00
REMOVE EXISTING ROYAL PALM TREE AT 217 LIST RD	1	EA	\$425.00	\$ 425.00
REMOVE EXISTING ARECA PALM AS REQUIRED AT 217 LIST RD	1	EA	\$425.00	\$ 425.00
REMOVE EXISTING PYGMY PALM AT 1090 N LAKE WAY	1	EA	\$350.00	\$ 350.00
REMOVE EXISTING FEEDER CABLE AT 1072 N LAKE WAY	146	LF	\$20.00	\$ 2,920.00
REMOVE EXISTING COCONUT PALM AT 242 COLONIAL LN	1	EA	\$425.00	\$ 425.00
REMOVE EXISTING SEAGRAPE AT 1086 N OCEAN BLVD	1	EA	\$425.00	\$ 425.00
RELOCATE EXISTING YARD DRAIN AT 233 LIST RD	1	LS	\$525.00	\$ 525.00
RELOCATE WATER METER AT 249 QUEENS LN	1	LS	\$1,500.00	\$ 1,500.00
RELOCATE BACKFLOW PREVENTER & WATER METER AT 245 QUEENS LANE	1	LS	\$2,500.00	\$ 2,500.00
RELOCATE RAIN SENSOR AT 240 QUEENS LANE; COORDINATE W/PROP OWNER	1	LS	\$300.00	\$ 300.00
RELOCATE DRAIN AT 221 QUEENS LANE	1	LS	\$1,500.00	\$ 1,500.00
RELOCATE MAILBOX AT 221 QUEENS LANE	1	LS	\$250.00	\$ 250.00
RELOCATE BACKFLOW PREVENTER & WATER SERVICE AT 1145 N LAKE WAY	1	LS	\$2,500.00	\$ 2,500.00
RELOCATE MAILBOX AT 222 MONTEREY RD	1	LS	\$250.00	\$ 250.00
SAWCUT/REMOVE ASPHALT/EXCAVATE/SUBGRADE/COMPACT CURB PAD/ INSTALL "D" CURB	343	LF	\$51.50	\$ 17,664.50
FURNISH & INSTALL 4' CHAINLINK FENCE	35	LF	\$65.00	\$ 2,275.00
FURNISH & INSTALL REMOVABLE BOLLARDS	9	EA	\$696.00	\$ 6,264.00
LOAD/Haul/DISPOSE OF SURPLUS FILL	1	LS	\$25,000.00	\$ 25,000.00
PERMANENT ROADWAY TRENCH / BORE PIT / HANDHOLE RESTORATION INCLUDING LINE STRIPING	1	LS	\$450,000.00	\$ 450,000.00
D-10 PUMP STATION (ALLOWANCE)				\$ 67,140.90
MAINTENANCE OF TRAFFIC INCL FLAGMEN	1	LS		
SAWCUT ASPHALT	400	LF		
SAWCUT EXISTING CONCRETE	85	LF		
REMOVE AND DISPOSE OF EXISTING 16" WOODEN RETAINING WALL	125	LF		
REMOVE AND DISPOSE OF ASPHALT FROM PATH	917	SF		
SAWCUT & REMOVE / DISPOSE OF EXISTING GRAVITY WALL	85	LF		
REMOVE AND DISPOSE OF EXISTING 15' TALL FICUS HEDGE & GRADE	1	LS		
APPROVED FDOT BASE FILL TO RAISE PATH +/-2', GRADE, AND COMPACT	917	SF		
ASPHALT PAVING MIN 2" THICK	105	SY		
6" THICK CONCRETE SIDEWALK ON COMPACTED SUBGRADE	80	SF		
CONCRETE GRAVITY WALL PER FDOT STD. INDEX 400-011 SCHEME 2, +/- 3' HIGH ON COMPACTED SUBGRADE	150	LF		
FURNISH & INSTALL HANDRAIL PER FDOT STD. INDEX 515-062 (TYPE 1)	88	LF		

Item Description	Quantity	U/M	Unit Price	Amount
LIST ROAD CHICANE				\$ 15,361.48
MAINTENANCE OF TRAFFIC INCL FLAGMEN	1	LS		
SAWCUT ASPHALT	121	LF		
REMOVE AND DISPOSE ASPHALT AND ROAD BASE / EXCAVATE TO SUBGRADE	188	SF		
CURB PAD COMPACTED	5	SY		
FORM AND POUR "D" CURB	58	LF		
6" 3000PSI CONCRETE INFILL ON COMPACTED BASE	30	SF		
2 LAYERS OF 30# ASPHALT IMPREGNATED FELT BETWEEN PAVEMENT EDGE & CURB	30	LF		
FURNISH & INSTALL REMOVABLE BOLLARD PER UN-21.0.0	3	EA		
FURNISH & INSTALL FIXED BOLLARD PER DETAIL UN-21.0.0	2	EA		
FURNISH & INSTALL R1-2 W/PLAQUE R1-2AP SIGNS ON POST	1	EA		
FURNISH & INSTALL WEED CLOTH WITH 3" OF #57 STONE OVER IT	121	SF		
PAVEMENT REPAIRS	1	LS		
BI-DIRECTIONAL WHITE/WHITE RPM	14	EA		
FURNISH AND INSTALL W5-1 SIGN AND POST	2	EA		
FURNISH & INSTALL R7-1A SIGN AND POST	1	EA		
FURNISH & INSTALL R7-1B SIGN AND POST	1	EA		
ORANGE GROVE RD. CHICANE				\$ 15,445.60
MAINTENANCE OF TRAFFIC INCL FLAGMEN	1	LS		
SAWCUT ASPHALT	120	LF		
REMOVE AND DISPOSE ASPHALT AND ROAD BASE / EXCAVATE TO SUBGRADE	180	SF		
CURB PAD COMPACTED	5	SY		
FORM AND POUR "D" CURB	56	LF		
6" 3000PSI CONCRETE INFILL ON COMPACTED BASE	20	SF		
2 LAYERS OF 30# ASPHALT IMPREGNATED FELT BETWEEN PAVEMENT EDGE & CURB	30	LF		
FURNISH & INSTALL REMOVABLE BOLLARD PER UN-21.0.0	3	EA		
FURNISH & INSTALL FIXED BOLLARD PER DETAIL UN-21.0.0	3	EA		
FURNISH & INSTALL R1-2 W/PLAQUE R1-2AP SIGNS ON POST	1	EA		
FURNISH & INSTALL WEED CLOTH WITH 3" OF #57 STONE OVER IT	122	SF		
PAVEMENT REPAIRS	1	LS		
BI-DIRECTIONAL WHITE/WHITE RPM	14	EA		
FURNISH AND INSTALL W5-1 SIGN AND POST	2	EA		
FURNISH & INSTALL R7-1A SIGN AND POST	1	EA		
FURNISH & INSTALL R7-1B SIGN AND POST	1	EA		
MONTEREY RD. CHICANE				\$ 60,442.40
MAINTENANCE OF TRAFFIC INCL FLAGMEN	1	LS		
SAWCUT ASPHALT	116	LF		
REMOVE AND DISPOSE ASPHALT AND ROAD BASE / EXCAVATE TO SUBGRADE	175	SF		
CURB PAD COMPACTED	4	SY		
FORM AND POUR "D" CURB	53	LF		
6" 3000PSI CONCRETE INFILL ON COMPACTED BASE	32	SF		
2 LAYERS OF 30# ASPHALT IMPREGNATED FELT BETWEEN PAVEMENT EDGE & CURB	27	LF		
FURNISH & INSTALL REMOVABLE BOLLARD PER UN-21.0.0	3	EA		
FURNISH & INSTALL FIXED BOLLARD PER DETAIL UN-21.0.0	3	EA		
FURNISH & INSTALL R1-2 W/PLAQUE R1-2AP SIGNS ON POST	1	EA		
FURNISH & INSTALL WEED CLOTH WITH 3" OF #57 STONE OVER IT	108	SF		
PAVEMENT REPAIRS	1	LS		
BI-DIRECTIONAL WHITE/WHITE RPM	14	EA		
FURNISH AND INSTALL W5-1 SIGN AND POST	2	EA		
FURNISH & INSTALL R7-1A SIGN AND POST	1	EA		
FURNISH & INSTALL R7-1B SIGN AND POST	1	EA		
RELOCATE EXISTING MAILBOX	1	EA		
REMOVE AND DISPOSE EXISTING 8" DIP WATERMAIN	47	LF		
8" DIP WATERMAIN DEFLECTION	57	LF		
8" 45 DEGREE BEND	4	EA		
8" DIP SOLID SLEEVE CONNECT TO EXISTING	2	EA		
THRUST COLLAR WITH SPLIT GLAND MEGALUG [EBAA 1100SBD]	2	EA		
8" LINE STOP FITTING, PLUG & BLIND FLANGE	2	EA		
RESTRAIN ALL EXISTING JOINTS BETWEEN LINESTOP & THRUST COLLAR	2	EA		

Item Description	Quantity	U/M	Unit Price	Amount
MONTEREY RD. - C9.04 CHICANE				\$ 57,486.45
MAINTENANCE OF TRAFFIC INCL FLAGMEN	1	LS		
SAWCUT ASPHALT	117	LF		
REMOVE AND DISPOSE ASPHALT AND ROAD BASE / EXCAVATE TO CURB PAD COMPACTED	175	SF		
FORM AND POUR "D" CURB	4	SY		
6" 3000PSI CONCRETE INFILL ON COMPACTED BASE	53	LF		
2 LAYERS OF 30# ASPHALT IMPREGNATED FELT BETWEEN PAVEMENT EDGE & CURB	30	SF		
FURNISH & INSTALL REMOVABLE BOLLARD PER UN-21.0.0	28	LF		
FURNISH & INSTALL FIXED BOLLARD PER DETAIL UN-21.0.0	3	EA		
FURNISH & INSTALL R1-2 W/PLAQUE R1-2AP SIGNS ON POST	4	EA		
FURNISH & INSTALL WEED CLOTH WITH 3" OF #57 STONE OVER IT	1	EA		
PAVEMENT REPAIRS	110	SF		
BI-DIRECTIONAL WHITE/WHITE RPM	1	LS		
FURNISH AND INSTALL W5-1 SIGN AND POST	14	EA		
FURNISH & INSTALL R7-1A SIGN AND POST	2	EA		
FURNISH & INSTALL R7-1B SIGN AND POST	1	EA		
REMOVE EXISTING 8" DIP WATERMAIN	1	EA		
8" DIP WATERMAIN DEFLECTION	35	LF		
8" 45 DEGREE BEND	40	LF		
8" DIP SOLID SLEEVE CONNECT TO EXISTING THRUST COLLAR WITH SPLIT GLAND METALUG [EBAA 1100SBD]	4	EA		
8" LINE STOP FITTING, PLUG & BLIND FLANGE	2	EA		
RESTRAIN ALL EXISTING JOINTS BETWEEN LINESTOP & THRUST COLLAR	2	EA		
COLONIAL LN. CHICANE				\$ 57,237.50
MAINTENANCE OF TRAFFIC INCL FLAGMEN	1	LS		
SAWCUT ASPHALT	117	LF		
REMOVE AND DISPOSE ASPHALT AND ROAD BASE / EXCAVATE TO CURB PAD COMPACTED	175	SF		
FORM AND POUR "D" CURB	4	SY		
6" 3000PSI CONCRETE INFILL ON COMPACTED BASE	54	LF		
2 LAYERS OF 30# ASPHALT IMPREGNATED FELT BETWEEN PAVEMENT EDGE & CURB	30	SF		
FURNISH & INSTALL REMOVABLE BOLLARD PER UN-21.0.0	27	LF		
FURNISH & INSTALL FIXED BOLLARD PER DETAIL UN-21.0.0	3	EA		
FURNISH & INSTALL R1-2 W/PLAQUE R1-2AP SIGNS ON POST	4	EA		
FURNISH & INSTALL WEED CLOTH WITH 3" OF #57 STONE OVER IT	1	EA		
PAVEMENT REPAIRS	109	SF		
BI-DIRECTIONAL WHITE/WHITE RPM	1	LS		
FURNISH AND INSTALL W5-1 SIGN AND POST	14	EA		
FURNISH & INSTALL R7-1A SIGN AND POST	2	EA		
FURNISH & INSTALL R7-1B SIGN AND POST	1	EA		
RELOCATE EXISTING MAILBOX	1	EA		
REMOVE EXISTING 8" DIP WATERMAIN	1	EA		
8" DIP WATERMAIN DEFLECTION	32	LF		
8" 45 DEGREE BEND	35	LF		
8" DIP SOLID SLEEVE CONNECT TO EXISTING THRUST COLLAR WITH SPLIT GLAND METALUG [EBAA 1100SBD]	4	EA		
8" LINE STOP FITTING, PLUG & BLIND FLANGE	2	EA		
RESTRAIN ALL EXISTING JOINTS BETWEEN LINESTOP & THRUST COLLAR	2	EA		
VIA MARILA DRAINAGE				\$ 45,877.00
FURNISH & INSTALL 15" RCP	10	LF	\$	-
FURNISH & INSTALL TYPE "C" CATCH BASIN WITH HOODED FRAME & GRATE	1	EA	\$	-
FURNISH & INSTALL TYPE "D" CURB	12	LF	\$	-
FURNISH & INSTALL CONCRETE APRON AT CATCH BASIN	27	SF	\$	-
TIE NEW 15" RCP INTO EXISTING DRAINAGE PIPE WITH CONC. COLLAR	1	EA	\$	-
MILL & EXISTING PAVEMENT / PAVE 1" S-1 & 1" S-3	243	SY	\$	-
COORDINATE WITH FPU DEFLECTION OF EXISTING GAS LINE	1	LS	\$	-

Item Description		Quantity	U/M	Unit Price	Amount
FPL					\$ 1,397,637.81
INSTALL FPL FURNISHED 0PN3C	185	LF		\$21.03	\$ 3,890.55
INSTALL FPL FURNISHED 1PN1C	3083	LF		\$15.60	\$ 48,106.77
INSTALL FPL FURNISHED 2PN2C	2408	LF		\$17.68	\$ 42,582.44
INSTALL FPL FURNISHED 3PN3C	5805	LF		\$20.93	\$ 121,486.53
INSTALL FPL FURNISHED 4PN4C	434	LF		\$23.39	\$ 10,149.49
INSTALL FPL FURNISHED 5PN5C	722	LF		\$29.73	\$ 21,461.45
INSTALL FPL FURNISHED 6PN6C	373	LF		\$34.25	\$ 12,776.34
INSTALL FPL FURNISHED 0FNC	117	LF		\$29.20	\$ 3,416.40
INSTALL FPL FURNISHED FNC	3903	LF		\$29.06	\$ 113,414.36
INSTALL FPL FURNISHED 2FNC	258	LF		\$37.62	\$ 9,705.06
INSTALL FPL FURNISHED 3FNC	299	LF		\$67.00	\$ 20,033.00
INSTALL FPL FURNISHED 1-2-FPL-S	13405	LF		\$17.58	\$ 235,716.51
INSTALL FPL FURNISHED 2-2-FPL-S	2456	LF		\$20.84	\$ 51,178.99
INSTALL FPL FURNISHED 3-2-FPL-S	336	LF		\$22.04	\$ 7,406.27
INSTALL FPL FURNISHED 4-2-FPL-S	255	LF		\$25.22	\$ 6,430.33
INSTALL FPL FURNISHED 1-2-FPL-SEC	294	LF		\$15.57	\$ 4,578.76
CONNECT SEC INTO EXISTING HANDHOLE	4	EA		\$75.00	\$ 300.00
INSTALL FPL FURNISHED PRIMARY WIRE INCLUDING ALL CONNECTIONS	33885	LF		\$2.15	\$ 72,836.30
INSTALL FPL FURNISHED FEEDER WIRE INCLUDING ALL CONNECTIONS	5475	LF		\$17.79	\$ 97,417.79
INSTALL FPL FURNISHED, FPL OWNED SERVICE WIRE INCLUDING ALL CONNECTIONS, TIE-INS AND INTERCEPTS.	20955	LF		\$1.95	\$ 40,872.42
INSTALL FPL FURNISHED, FPL OWNED SECONDARY SERVICE WIRE INCLUDING ALL CONNECTIONS, TIE-INS AND INTERCEPTS.	303	LF		\$1.95	\$ 591.00
INSTALL FPL FURNISHED A PHASE SPLICE BOXES; INCL. ALL NECESSARY CONNECTIONS AND TIE-INS	1	EA		\$2,460.00	\$ 2,460.00
INSTALL FPL FURNISHED B PHASE SPLICE BOXES; INCL. ALL NECESSARY CONNECTIONS AND TIE-INS	1	EA		\$2,472.00	\$ 2,472.00
INSTALL FPL FURNISHED C PHASE SPLICE BOXES; INCL. ALL NECESSARY CONNECTIONS AND TIE-INS	2	EA		\$2,472.00	\$ 4,944.00
INSTALL FPL FURNISHED PRIMARY SPLICE BOXES; INCL. ALL NECESSARY CONNECTIONS AND TIE-INS	3	EA		\$2,460.00	\$ 7,380.00
INSTALL FPL FURNISHED FEEDER SPLICE BOXES; INCL. ALL NECESSARY CONNECTIONS AND TIE-INS	2	EA		\$4,264.00	\$ 8,528.00
INSTALL FPL FURNISHED ROADWAY FEEDER SPLICE BOXES; INCL. ALL NECESSARY CONNECTIONS AND TIE-INS	2	EA		\$41,800.00	\$ 83,600.00
INSTALL FPL FURNISHED A/B/C PRIMARY SPLICE BOXES; INCL. ALL NECESSARY CONNECTIONS AND TIE-INS	2	EA		\$3,721.65	\$ 7,443.29
INSTALL FPL FURNISHED A/C PRIMARY SPLICE BOXES; INCL. ALL NECESSARY CONNECTIONS AND TIE-INS	1	EA		\$2,593.25	\$ 2,593.25
INSTALL FPL FURNISHED B/C PRIMARY SPLICE BOXES; INCL. ALL NECESSARY CONNECTIONS AND TIE-INS	2	EA		\$2,605.00	\$ 5,210.00
INSTALL FPL FURNISHED 30" HANDHOLES; INCL. ALL NECESSARY CONNECTIONS, TIE-INS AND INTERCEPT EXISTING SERVICE	2	EA		\$820.00	\$ 1,640.00
INSTALL FPL FURNISHED MAKE READY POLE; INCL. ALL NECESSARY CONNECTIONS, TIE-INS AND INTERCEPT EXISTING SERVICE	2	EA		BY OTHERS (FPL)	
INSTALL FPL FURNISHED 24" HANDHOLES; INCL. ALL NECESSARY CONNECTIONS, TIE-INS AND INTERCEPT EXISTING SERVICE	2	EA		\$820.00	\$ 1,640.00
INSTALL FPL FURNISHED OPEN DELTA TRANSFORMERS / PADS; INCLUDING GROUND RODS AND ALL CONNECTIONS	4	EA		\$4,250.68	\$ 17,002.70
INSTALL FPL FURNISHED TRANSFORMERS / PADS; INCLUDING GROUND RODS AND ALL CONNECTIONS	44	EA		\$2,624.00	\$ 115,456.00
INSTALL FPL FURNISHED VISTA SWITCH CABINETS, CONCRETE PADS, AND CHAMBERS; INCL. ALL NECESSARY CONNECTIONS	6	EA		\$3,997.50	\$ 23,985.00
INSTALL FPL FURNISHED PME-4 THREE PHASE MOUNTED SWITCH GEAR, CONCRETE PADS, AND CHAMBERS; INCL. ALL NECESSARY CONNECTIONS	1	EA		\$5,600.00	\$ 5,600.00
PULL FEEDER WIRE IN EXISTING FNC CONDUIT & TERMINATE AT LA PUERTA SWITCH (APPROX)	226	LF		\$17.88	\$ 4,040.88
PULL PRIMARY WIRE IN EXISTING 1PN1C CONDUIT & TERMINATE AT LA PUERTA SWITCH (APPROX)	237	LF		\$2.16	\$ 511.92
LOOP 3PN3C INTO EXISTING 3 PHASE TRANSFORMER	1	EA		\$480.00	\$ 480.00
LOOP 1PN1C INTO EXISTING 3 PHASE TRANSFORMER	1	EA		\$480.00	\$ 480.00
LOOP 1PN1C INTO EXISTING 1 PHASE TRANSFORMER	1	EA		\$480.00	\$ 480.00
VERIFY THE AVAILABILITY TO REUSE EXISTING ABANDONED DUCT	1	EA		\$3,840.00	ELIMINATED 11-24-20

Item Description		Quantity	U/M	Unit Price	Amount
ATT	RELOCATE 1" CONDUIT W/ ATT COPPERS & RELOCATE PEDESTAL TO THE WEST (COORDINATE W/ ATT PRIOR TO SETTING TX PAD)	1	EA	\$960.00	\$ 960.00
	RELOCATE GROUND LOOP FOR BUILDING	1	EA	\$2,500.00	\$ 2,500.00
	CAP FEEDER IN ROW	2	EA	\$350.00	\$ 700.00
	CAP PRIMARY IN ROW	3	EA	\$250.00	\$ 750.00
	INTERCEPT EXISTING SERVICE	5	EA	\$1,440.00	\$ 7,200.00
	INTERCEPT EXISTING PRIMARY	3	EA	\$1,440.00	\$ 4,320.00
	INTERCEPT EXISTING FEEDER	2	EA	\$2,400.00	\$ 4,800.00
	CONNECT 6PN6C TO EXISTING TRANSFORMER	2	EA	\$480.00	\$ 960.00
	CONNECT 3FNC INTO EXISTING FEEDER MANHOLE/SPLICE BOX	1	EA	\$2,400.00	\$ 2,400.00
	RELOCATE GAS & WATER SERVICE AS NECESSARY AT 1118 N LAKE WAY	1	LS	\$2,500.00	\$ 2,500.00
	COORDINATE RELOCATION OF EXISTING SERVICE W/ FPU AT ORANGE GROVE RD	1	LS	\$250.00	\$ 250.00
	REMOVAL OF ALL RISERS (conduit, wire and u-guard) UP THE POLE FOR BOTH PRIMARY AND SECONDARY. THIS ALSO INCLUDES THE SECONDARY WIRE SPANNING BETWEEN THE POLE AND RESIDENCE	1	LS	\$150,000.00	\$ 150,000.00
	POLE & OVERHEAD WIRE REMOVAL/DISPOSAL COMPLETE		LS	BY OTHERS	
					\$ 708,469.71
	FURNISH AND INSTALL 1-1- ATT-S CONDUITS	12474	LF	\$15.18	\$ 189,305.06
	FURNISH AND INSTALL 1-2- ATT-S CONDUITS	3583	LF	\$16.95	\$ 60,722.28
	FURNISH AND INSTALL 2-1- ATT-S CONDUITS	114	LF	\$18.19	\$ 2,073.80
	FURNISH AND INSTALL 2-2- ATT-S CONDUITS	901	LF	\$23.96	\$ 21,590.76
	FURNISH AND INSTALL 3-2- ATT-M CONDUITS	172	LF	\$29.88	\$ 5,140.09
	FURNISH AND INSTALL 1-5- ATT-M CONDUITS	7612	LF	\$37.52	\$ 285,579.33
	FURNISH AND INSTALL 2-5- ATT-M CONDUITS	98	LF	\$53.94	\$ 5,285.82
	FURNISH AND INSTALL ATT FLUSH VAULT 30"X48"	28	EA	\$2,921.25	\$ 81,795.00
	FURNISH AND INSTALL ATT FLUSH VAULT 30"X48", H20 ROAD RATED LID	5	EA	\$4,685.28	\$ 23,426.38
COMCAST	FURNISH AND INSTALL ATT HANDHOLE 10"X15"	44	EA	\$729.80	\$ 32,111.20
	PROPOSED ATT CONDUIT INSTALLATION TO INTERCEPT EXISTING BURRIED ATT CABLE	4	EA	\$360.00	\$ 1,440.00
	FURNISH AND INSTALL ATT PEDESTALS		EA	BY OTHERS	
	ATT ENGINEERING & INSTALLATION FEES		EA	BY OTHERS	
					\$ 385,084.87
	FURNISH AND INSTALL 1-1- CC-S CONDUITS	3951	LF	\$15.27	\$ 60,314.12
	FURNISH AND INSTALL 2-1- CC-S CONDUITS	916	LF	\$18.27	\$ 16,736.12
	FURNISH AND INSTALL 3-1- CC-S CONDUITS	230	LF	\$22.39	\$ 5,149.88
	FURNISH AND INSTALL 1-2- CC-M CONDUITS	534	LF	\$17.03	\$ 9,094.02
	FURNISH AND INSTALL 1-3- CC-M CONDUITS	6794	LF	\$25.14	\$ 170,801.16
	FURNISH AND INSTALL 2-3- CC-M CONDUITS	2206	LF	\$41.91	\$ 92,443.72
	FURNISH AND INSTALL 3-3- CC-M CONDUITS	278	LF	\$59.07	\$ 16,421.46
	30"X48" TRAFFIC ROAD RATED VAULT W/ COVER MARKED AS CATV	3	EA	\$4,708.13	\$ 14,124.39
	FURNISH AND INSTALL COMCAST VAULT	0	EA	BY OTHERS	
	FURNISH AND INSTALL COMCAST VHUB	0	EA	BY OTHERS	
	FURNISH AND INSTALL COMCAST POWER SUPPLY	0	EA	BY OTHERS	
	FURNISH AND INSTALL COMCAST LCP	0	EA	BY OTHERS	
	FURNISH AND INSTALL COMCAST PEDESTALS	0	EA	BY OTHERS	
	COMCAST ENGINEERING & INSTALLATION FEES	0	EA	BY OTHERS	
Total Direct Construction Cost					\$3,839,456.39

Item Description	Quantity	U/M	Unit Price	Amount
ADD ALTERNATE 1:				
				\$ -
ALL RELATED RESTORATION IN CONNECTION WITH FPL STREETLIGHTING INSTALLATION	1	ALL	BY OTHERS	
ADD ALTERNATE 2:				
INSTALL FPL FURNISHED 1-2" PVC CONDUIT FOR FPL STREET LIGHTING	0	LF	BY OTHERS	
INSTALL FPL FURNISHED 24" HANDHOLE FOR FPL STREET LIGHTING	0	EA	BY OTHERS	
INSTALL FPL FURNISHED 17" HANDHOLE FOR FPL STREET LIGHTING	0	EA	BY OTHERS	
*INSTALLATION SHALL INCLUDE SAWCUTTING, ASPHALT REMOVAL, DISPOSAL, AND TEMPORARY ROADWAY RESTORATION PER PLAN DETAILS INCLUDING ANY DISTURBED LINE STRIPING. *CONTRACTOR IS ENCOURAGED TO DIRECTIONAL DRILL ANY CONDUITS WHERE POSSIBLE OR IF UNFEASIBLE TO OPEN CUT. THE OBJECTIVE IS TO AVOID COSTLY PROPERTY RESTORATION *ROCK MAY BE ENCOUNTERED; EXCAVATION OR DRILLING OF ROCK SHOULD BE ANTICIPATED. THOROUGH INVESTIGATION IS ENCOURAGED (SEE SOILS REPORT). IF ROCK IS ENCOUNTERED, CLEAN BACKFILL MUST BE USED. BOTH ROCK EXCAVATION AND CLEAN BACKFILL SHALL BE INCLUDED IN YOUR PRICE. *DEWATERING IS ANTICIPATED AND SHALL BE INCLUDED IN YOUR PRICE.				

Town of Palm Beach
Townwide Overhead Utility Undergrounding
Phase 4 - North

GENERAL CONDITIONS

From: **Burkhardt Construction, Inc.**
 Attn: Marc Kleisley, Vice President
 1400 Alabama Ave.
 West Palm Beach, FL 33401
 Ph: (561) 659-1400
 Fax: (561) 659-1402

Owner: **Town Of Palm Beach**
 Public Works & Engineering Dept
 951 Old Okeechobee Road
 West Palm Beach, FL 33401
 Tel: (561) 838-5440
 Fax: (561) 835-4691

Engineer: **Kimley-Horn & Associates, Inc.**
 Attn: Kevin Schanen, P.E.
 1920 Wekiva Way, Suite 200
 West Palm Beach, FL 33411
 Ph: (561) 845-0665
 Fax: (561) 863-8175

Project: **Townwide Overhead Utility Undergrounding - Phase 4 - North**

Plans: Based on bid set of plans BCI received date 10.12.2020--ATT & Com
 Based on bid set of plans BCI received date 10.26.2020--All remainin

Location: Town of Palm Beach

Proposal Date: 11/13/2020; Rev. 11/24/2020

Item Description						Amount
BASED ON A 12 MONTH DURATION						
MOBILIZATION (move-in, move-out)						\$0.00
TRANSPORT	\$65.00 /	Hr	x	0		\$0.00
EQUIPMENT	\$35.00 /	Hr.	x	0		\$0.00
PROJECT FIELD OFFICE						\$29,984.60
OFFICE	\$3,500.00 /	mo.	x	0		\$0.00
YARD	\$0.00 /	mo.	x	0		\$0.00
EMPLOYEE PARKING FEES	\$500.00 /	mo.	x	0		\$0.00
WORK PLATFORM FOR YARD	\$200.00 /	mo.	x	0		\$0.00
TEMPORARY FENCING FOR YARD	\$500.00 /	mo.	x	0		\$0.00
CONSTRUCTION YARD LIGHTING	\$0.00 /	mo.	x	0		\$0.00
OFFICE FURNISHINGS	\$500.00 /	mo.	x	0		\$0.00
COMPUTERS	\$300.00 /	mo.	x	0		\$0.00
PROCORE SOFTWARE	\$500.00 /	mo.	x	12		\$6,000.00
SUBMITTAL SOFTWARE	\$2,000.00 /	ls	x	0		\$0.00
COPY MACHINE	\$350.00 /	mo.	x	0		\$0.00
FAX MACHINE	\$100.00 /	mo.	x	0		\$0.00
INTERNET SERVICE	\$150.00 /	mo.	x	0		\$0.00
CELLULAR TELEPHONE	\$200.00 /	mo.	x	12		\$2,400.00
TELEPHONE	\$150.00 /	mo.	x	0		\$0.00
FEDERAL EXPRESS MAILINGS	\$100.00 /	mo.	x	0		\$0.00
POSTAGE	\$50.00 /	mo.	x	0		\$0.00
PHOTOGRAPHS						



AERIAL PHOTOS	\$110.00 /	mo.	x	0	\$0.00
JOB PHOTOS	\$50.00 /	wk	x	0	\$0.00
PRE-CONSTRUCTION VIDEO	\$15,284.60 /	ls	x	1	\$15,284.60
PLAN REPRODUCTION COST/PRINTING	\$200.00 /	set	x	0	\$0.00
OFFICE SUPPLIES	\$50.00 /	mo.	x	0	\$0.00
FIRST AID SUPPLIES	\$50.00 /	mo.	x	0	\$0.00
WATER SERVICE	\$35.00 /	mo.	x	0	\$0.00
SANITARY SERVICE	\$50.00 /	mo.	x	0	\$0.00
ELECTRIC SERVICE	\$200.00 /	mo.	x	0	\$0.00
GARBAGE SERVICE	\$25.00 /	mo.	x	0	\$0.00
CONSTRUCTION WATER	\$250.00 /	mo.	x	12	\$3,000.00
JOHN DEERE GATOR (1)	\$500.00 /	mo.	x	0	\$0.00
ICE	\$275.00 /	mo.	x	12	\$3,300.00

BONDS

GENERAL BOND	\$5,043,010.00	x	1.25%	\$63,037.63
SUBCONTRACTORS BONDS				\$63,037.63

PARTNERING INITIATIVES

NOTICES, LETTERS, INFORMATION MEETINGS	\$2,500.00
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INSURANCE

					\$94,619.48
GENERAL INSURANCE	\$4,979,972.37	x	1.90%	\$94,619.48	
Commercial General Liability					
Comprehensive Automobile Liability					
Owner Indemnification					
Professional (Errors/Omissions) Liability					
Excess/Umbrella Liability					
ADD'L INSURED	\$100.00 /	ea.	x	0	
				\$0.00	
ADDED INSURANCES				NOT INCLUDED	
Railroad protective Liability Ins.				NOT INCLUDED	
Builders Risk Insurance				NOT INCLUDED	
Installation Floater				NOT INCLUDED	
Flood Insurance				NOT INCLUDED	
SUBCONTRACTORS' INSURANCE				INCLUDED IN THEIR DIRECT COSTS	

SANITARY SERVICES

JOB TOILET (2ea.)	\$350.00 /	mo.	x	12	\$4,200.00
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TESTING COSTS

DENSITIES					\$36,495.00
PRESSURE					
PROCTORS					
BACTERIOLOGICAL					
CONCRETE CYLINDERS					
ENGINEERING & REPORTING					
TV'ING OF INSTALLED LINES	NOT INCLUDED				

FEES

TOPB BUILDING DEPT. PERMIT FEES/REVISION FEES	\$0.00
PERMIT SUBMISSION AND EXPEDITING	NONE ANTICIPATED
FDOT GENERAL USE PERMITS	BY OTHERS
DEWATERING PERMITS	NIC
RAILROAD PERMITS	NO FEE PERMIT
PALM BEACH COUNTY PERMITS	NIC
CITY OF WEST PALM BEACH PERMITS	NIC

SURVEYING

LAYOUT & ASBUILTS	Engenuity Group	\$55,556.00
ALLOWANCE FOR RESTAKING		\$55,556.00
& DRAFTING		SEE DIRECT COSTS



<u>SMALL HAND TOOLS/EQUIPMENT RENTAL</u>	<u>\$0.00</u>
ALLOWANCE (GENERAL)	\$0.00
HANDLING, STORAGE, UN-LOADING OF OWNER DIRECT PURCHASE MATERIALS	N/A
 GENERAL CONDITIONS TOTAL	 <u><u>\$286,392.70</u></u>

**Town of Palm Beach
Townwide Overhead Utility Undergrounding
Phase 4 - North**

CONSTRUCTION PHASE MANAGEMENT FEE

From: **Burkhardt Construction, Inc.**
Attn: Marc Kleisley, Vice President
1400 Alabama Ave.
West Palm Beach, FL 33401
Ph: (561) 659-1400
Fax: (561) 659-1402

Owner: **Town Of Palm Beach**
Public Works & Engineering Dept
951 Old Okeechobee Road
West Palm Beach, FL 33401
Tel: (561) 838-5440
Fax: (561) 835-4691

Engineer: **Kimley-Horn & Associates, Inc.**
Attn: Kevin Schanen, P.E.
1920 Wekiva Way, Suite 200
West Palm Beach, FL 33411
Ph: (561) 845-0665
Fax: (561) 863-8175

Project: **Townwide Overhead Utility Undergrounding - Phase 4 - North**

Plans: Based on bid set of plans BCI received date 10.12.2020--ATT & Comcast Conduit Plans
Based on bid set of plans BCI received date 10.26.2020--All remaining plan sheets

Location: Town of Palm Beach

Proposal Date: 11/13/2020; Rev. 11/24/2020

Item Description	Hrs./Week	(Weeks)	Rate/Hr.	Amount
Project Duration Jan '21 - Jan '22		52 weeks		
Project Principal	0	52	\$ 175.00	\$ -
Senior Project Manager				
Jan '21 - March '21	16	13	\$ 150.00	\$ 31,200.00
Apr '21 - Oct '21 (Overlap in Ph 3 S)	0	26	\$ 150.00	\$ -
Nov '21 - Jan '22	8	13	\$ 150.00	\$ 15,600.00
Project Manager	0	52	\$ 100.00	\$ -
Assistant Project Manager	24	52	\$ 75.00	\$ 93,600.00
Superintendent/Construction Field Manager	32	52	\$ 100.00	\$ 166,400.00
Resident Liaison	32	52	\$ 75.00	\$ 124,800.00
Project Accountant	5	52	\$ 90.00	\$ 23,400.00
Administrative Assistant	10	52	\$ 50.00	\$ 26,000.00
Field Office Clerk	0	52	\$ 50.00	\$ -
				\$ 481,000.00

Town of Palm Beach
Townwide Overhead Utility Undergrounding
Phase 4 - North

Exceptions & Clarifications - 11/13/2020, Rev. 11/24/2020

GENERAL

- 1 Scope of work and quantities are based on Bid Set Plans received on 10.12.2020 (Comcast / Att conduit plans) & 10.26.2020 (all remaining plan sheets) for the Townwide Overhead Utility Undergrounding - Phase 4 - North . Complete plan log is included with this submittal.
- 2 GMP pricing is based on a project start date of January 2021. Project duration shall be 1.5 years or 18 months from notice to proceed.
- 3 G.M.P. does not include a construction contingency for the overhead utility undergrounding. Burkhardt Construction, Inc. recommends that the Town carry a construction contingency. Any savings from unused allowances listed in the direct construction costs will revert back to the Town.
- 4 G.M.P. does not include any capital improvement fees, connection fees or impact fees.
- 5 It is understood that the Direct Construction Cost (Exhibit "A") is unit prices for the work shown in the plans and as modified by these exceptions and clarifications.
- 6 Project master schedule and schedule updates shall be a bar chart schedule acceptable to the Owner prepared by CMAR in house personnel.
- 7 Project Manual as described in the contract shall mean the closeout project manual which shall be updated periodically and presented to the Owner upon completion of the project. The information contained in this manual shall be as requested by the Owner.
- 8 G.M.P. cost estimate does not include additional insurance premiums for naming individual property owners as additional insureds.
- 9 G.M.P. includes all sales tax on materials. The Town has elected to direct Owner purchase the ATT & COMCAST materials, the estimated tax savings is reflected on the front page of the GMP.
- 10 Utility easements shall be obtained prior to work being performed in that area. If a construction easement has not been obtained it may impact the installation schedule, additional costs may be incurred. Reimbursement of costs may be requested and deemed appropriate, if and only if it is mutually agreed upon by the Town of Palm Beach and Burkhardt Construction. If these costs are deemed appropriate they will be paid from the contingency.

- 11 Burkhardt Construction, Inc. (BCI) is not liable for failure to perform such work or any damages that occur if such failure is as a result of Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster). If BCI asserts Force Majeure as the reason for failure to perform such work or such damages occur as a result of any Act of God, then BCI must prove that they took reasonable steps to minimize delay or damages caused by unforeseeable events, that BCI substantially fulfilled all obligations, and that the owner was timely notified of the likelihood or actual occurrence of the event described as an Act of God (Force Majeure). Any construction related damages that took place as a result, shall be repaired or removed and replaced at the same contract unit prices and shall be paid out of the contingency.
- 12 If the proposed design locations of transformers, vaults and handholes change after conduit installation, then additional costs may be incurred for the relocation. Reimbursement of costs may be requested and deemed appropriate, if and only if it is mutually agreed upon by the Town of Palm Beach and Burkhardt Construction. If these costs are deemed appropriate they will be paid from the contingency.
- 13 In the event that the terms and provisions of all attached Exhibits conflict with or are omitted from the terms and provisions of this Contract, the terms and provisions of the attached Exhibits shall govern with respect to the performance of the work.
- 14 TOPB Building Permits; All permits shall be in hand prior to start of construction.
- 15 The following are part of the G.M.P. in order to facilitate the aggressive work schedule.
- a. January 1, 2021 through April 30, 2021 crew work hours shall be 9:00 AM to 5:00 PM Monday through Friday. From May 1, 2021 through November 30, 2021 Regularly scheduled crew work hours shall be from 8:00 AM to 6:00 PM Monday through Friday. December 1, 2021 through April 30, 2022 crew work hours shall be 9:00 AM to 5:00 PM Monday through Friday.
 - b. Night, weekend or holiday work beyond the regularly scheduled work hours stated in item a., which may be necessary due to emergency, delay or makeup time, shall be requested on a case by case basis and reviewed/approved by the Public Works Staff. If the Public Works Staff approves the request, the following Town code section shall not apply to the work performed in this GMP. Sec. 42-198(a) Prohibited. During the period of the year commencing on the Monday prior to Thanksgiving of each year and ending April 30, no person shall operate or cause to be operated the following machinery or equipment within the town (1)Dredges, whether used in making hydraulic fills, dry fills, piledriving or any other purpose.(2)Hammer-driven piledrivers, whether operated from water or land, or from motor truck or tractor, and whether stationary or moveable.(3)Gasoline, diesel and/or steam engines, operated in such a manner as to emit odors or noises offensive or disagreeable to the inhabitants of the town.(4)Dry sandblasting machines and jackhammers.(5)Any other class of machinery or appliance that in its operation would render the enjoyment of property within the town less agreeable than if such appliances or machinery were not operated.
 - c. The project will require free and unlimited jobsite access for workmen and deliveries during all authorized work hours.
 - d. The schedule makes no provision for delays caused by named storms.
 - e. The construction contract shall be authorized by the Town Council in the December 2020 Town Council meeting.
- 16 G.M.P. does not include costs for removal / remediation of asbestos cement pipe or any other hazardous materials.



- 17 G.M.P. does not include removal or replacement of any unsuitable subsoils. Demucking is specifically excluded.
- 18 G.M.P. is based upon the use of the Town's property as a construction staging yard located at 6th Street and Dixie Highway, West Palm Beach.
- 19 Prices are based on re-using excavated material for backfill. No unsuitable subsoil excavation, removal or replacement. Unsuitable soil, if encountered shall be removed, disposed of, replaced as directed by the Owner and billed to the Owner at the actual direct cost.
- 20 G.M.P. is based on the assumption that portions of roadways will be closed to vehicular traffic during some phases of construction. Closures shall be coordinated with the Town and in accordance with the Town's Maintenance of Traffic permit conditions.
- 21 G.M.P. cost estimate does not include any new street signage, posts or line striping other than what has been disturbed due to construction. The furnishing and installation of the chicane signage is specifically excluded.
- 22 G.M.P. does not include any cost to mill and pave. All areas will be restored with a permanent patch.

WATER / SEWER / STORM DRAINAGE

- 1 G.M.P. does not include any cost for disposal/treatment of contaminated ground water if encountered during dewatering operations. It is assumed that clean groundwater generated by dewatering operations will be discharged into the existing storm drainage system.
- 2 Cleaning of the existing storm drainage system within the project limits is not included except to the extent caused by contractor negligence that is under the direct supervision of the construction manager.
- 3 G.M.P. does not include any water main work.
- 4 G.M.P. cost estimate does not include City of West Palm Beach meter installation and hook-up fees.
- 5 G.M.P. cost estimate does not include any sanitary sewer work.

FRANCHISE UTILITIES

- 1 G.M.P. cost estimate does not include any design, engineering or installation fees which may be charged to the Owner by franchise utility companies. (electric, telephone, cable tv, gas)
- 2 The Construction Manager at Risk shall not assume liability or warranty any work performed by FPL, COMCAST, ATT, FPU and/or their subcontractors.
- 3 The schedule represents the work controlled by the Construction Manager. Should the project exceed the scheduled duration due to the involvement of entities beyond our control (including but not limited to FPL, ATT and Comcast), a "No Fee" time extension for that work shall be issued. "No Fee" specifically refers to the construction phase fee and profit. Should a "Fee" be requested and deemed appropriate, if and only if it is mutually agreed upon by the Town of Palm Beach and Burkhardt Construction prior to the granted time extension.

- 4 The energizing of the new system is dependent on receiving switching orders from FPL. Services cannot be converted until the transformers are "hot".
- 5 G.M.P. does not include FPL's binding cost estimate, Comcast or ATT. These invoices shall be paid directly by the owner. Once FPL's binding cost estimate is fully executed and FPL materials are released to the subcontractor the Town will issue the Notice to Proceed.
- 6 G.M.P. cost estimate does not include any ATT wire. Comcast wire and private side service conduits outside the right of way are also excluded from the cost estimate.
- 7 G.M.P. cost estimate does not include any meter can or service disconnect removal and replacements
- 8 G.M.P. cost estimate does not include any rear easement restoration for FPL pole and wire removal.
- 9 It was determined in Phase 3 - North that the rock encountered was harder than expected. In lieu of increasing unit prices in all areas when rock is encountered, during the drilling operation, an hourly rate for the directional drilling crew will be added at a rate of \$600/hr. This is on a case by case basis and is noted as an allowance in the direct construction costs. Should this hourly rate be requested and deemed appropriate, it must be mutually agreed upon by the Town of Palm Beach and Burkhardt Construction. The Town, Kimley-Horn and Burkhardt will establish a protocol prior to the start of construction that clearly establishes a fair way to track any additional drilling efforts.
- 10 G.M.P. cost estimate does not include any demolition and removal of any unknown structures during the installation of the proposed conduit. If encountered the additional work shall be paid from contingency.

ELECTRICAL

- 1 G.M.P. cost estimate does not include street lighting.

ALTERNATES

- 1 None



November 23, 2020

Patricia Strayer, P.E.
Town of Palm Beach Public Works
951 Old Okeechobee Road, Suite A
West Palm Beach, FL 33401

RE: Phase 4 North – GMP Review
KHA Job No. 044063219

Dear Patricia,

The Town of Palm Beach selected Burkhardt Construction (BCI) as the Construction Manager at Risk for the Phase 4 North Undergrounding Conversion. On November 13, 2020, BCI submitted a Guaranteed Maximum Price (GMP) for the projects to the Town and Kimley-Horn for review. The GMP received included costs for the Phase 4 North Undergrounding project and the Via Marila Drainage Improvement project. Because these two projects share a similar project area, there are cost and schedule efficiency gains in constructing them simultaneously under a single project. This approach is similar to that taken for the infrastructure improvements that were constructed during the Phase 2 North Undergrounding project.

The GMP received for the Phase 4 North Undergrounding project was \$5,027,570.48. The Engineer's Opinion of Probable Cost was \$5,270,000 for the project. The Master Plan Opinion of Probable Cost that was updated in November 2019 included a cost opinion of \$5,360,000 for the construction elements that were anticipated to be included in the GMP for Phase 4 North.

Kimley-Horn reviewed the GMP to identify any abnormalities with the various bid items, CMAR costs, and Exceptions and Clarifications submitted by BCI. The results of our review follow below.

Phase 4 North Undergrounding GMP

The GMP received for Phase 4 North is approximately 5% lower than the Engineer's OPC for the project. This can be mostly attributed to a significant reduction in General Conditions and Project Management Fees presented by BCI. With Phases 2 South, 3 South, and 3 North under active construction there are now considerable overlaps in project schedules that allow more cost efficiencies to be realized. The following items are recommended to be reviewed and revised by BCI, as applicable:

- The percentage profit was increased to 8.4% versus the traditional 7.7% we have seen in previous phases.

- Unit prices from Phase 3 North that were used to develop the GMP were increased by 3% for this GMP, while Note #2 under the General section of the Exceptions and Clarifications states that unit prices are the same as contained in Phase 3 North.
- We anticipate the level of rock drilling will be similar to that experienced in Phase 3 North. Therefore, we recommend the GMP carry an allowance in the amount of \$100,000 in anticipation of this additional effort.
- The Via Marila Drainage Improvement scope should be itemized separately in the GMP, including any associated CMAR costs, as these improvements will not be funded by the Undergrounding program budget.

Additionally, there are a few individual line items that need quantity revisions or should be considered for elimination from the GMP. These items are as follows:

- The line item "Verify the availability to reuse existing abandoned duct" has been eliminated from the project. This item can be eliminated from the GMP.
- The quantity of "Install FPL furnished transformers..." can be reduced from 44 to 43.
- The signage required for the chicanes can be removed from the GMP as the Town has already directly purchased these signs and provided them to BCI for early installation with the demonstration chicanes.
- For the work at the D-10 pump station, it is recommended that the fill line item to raise the path be measured by cubic feet rather than square feet.

We recommend that the above line items be discussed with BCI to develop strategies to reduce these costs. The Exceptions and Clarifications submitted with the GMP was also reviewed. Our review of these conditions yields the following comments:

- General, Item 2: This note indicates that unit prices were compiled using the same unit prices as Phase 3 North. This contradicts the unit price increase of 3% that was observed in the GMP.
- General, Item 21: This note should be revised to reflect the sign installation required for the chicanes.
- Water / Sewer / Storm Drainage, Item 3: This note should be revised to reflect the watermain deflections required for chicane installation.
- Water / Sewer / Storm Drainage, Item 4: This note should be revised to acknowledge required water meter relocations but that no connection fees are included or anticipated due to these relocations.
- Franchise Utilities, Item 9: This note should be revised to acknowledge a rock drilling allowance of \$100,000.

We recommend that these comments to the GMP Exceptions and Clarifications section be reviewed with BCI so appropriate revisions can be made.

Should you have any questions or comments, please do not hesitate to contact this office at (561) 840-0820.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.

A handwritten signature in blue ink, appearing to read 'K. Schanen', is positioned above the name Kevin Schanen, P.E.

Kevin Schanen, P.E.

Attachment: BCI GMP dated 11/13/2020

Cc: File

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**Town of Palm Beach
Townwide Overhead Utility Undergrounding
Phase 4 - North
Guaranteed Maximum Price**

From: **Burkhardt Construction, Inc.**
Attn: Marc Kleisley, Vice President
1400 Alabama Ave.
West Palm Beach, FL 33401
Ph: (561) 659-1400
Fax: (561) 659-1402

Owner: **Town Of Palm Beach**
Public Works & Engineering Dept
951 Old Okeechobee Road
West Palm Beach, FL 33401
Tel: (561) 838-5440
Fax: (561) 835-4691

Engineer: **Kimley-Horn & Associates, Inc.**
Attn: Kevin Schanen, P.E.
1920 Wekiva Way, Suite 200
West Palm Beach, FL 33411
Ph: (561) 845-0665
Fax: (561) 863-8175

Project: **Townwide Overhead Utility Undergrounding - Phase 4 - North**

Plans: Based on bid set of plans BCI received date 10.12.2020--ATT & Comcast Conduit Plans
Based on bid set of plans BCI received date 10.26.2020--All remaining plan sheets

Location: Town of Palm Beach

Proposal Date: November 13, 2020

Direct Construction Costs:	\$ 3,940,389.13
General Conditions	\$ 285,681.35
Project Management	\$ 481,000.00
Profit	\$ 329,500.00
Owner Direct Purchase Material Tax Savings (estimated)	\$ (9,000.00)
Total Guaranteed Maximum Price	\$ 5,027,570.48

Town of Palm Beach

Townwide Overhead Utility Undergrounding - Phase 4 - North

Direct Construction Costs 11/13/2020

Prepared by Burkhardt Construction, Inc.

Item Description	Quantity	U/M	Unit Price	Amount	Labor	Equipment	Material	Subcontractor	General/Rental	Subtotal
FPL - ATT - COMCAST OVERHEAD UTILITY UNDERGROUNDING GENERAL REQUIREMENTS (ALLOWANCE) SITE CLEANING, DEBRIS REMOVAL, TREE PROTECTION, SPECIALTY SIGNAGE ALLOWANCE FOR SURVEY RE-STAKING DANGER RIBBON OFF DUTY POLICE OFFICERS TEMPORARY STREET LIGHTING UNDERGROUNDING OF FPL - COMCAST - ATT UNDERGROUNDING OF UTILITIES PROPOSED LANDSCAPING AT TRANSFORMERS FPL BINDING COST ESTIMATE AND INSTALLATION FEES COMCAST INSTALLATION FEES ATT INSTALLATION FEES										
				\$3,940,389.13						
	1 LS	LS	\$18,500.00	\$ 18,500.00			ALLOWANCE		18500	18500
	1 LS	LS	\$6,500.00	\$ 6,500.00			ALLOWANCE		6500	6500
	25 ROL NIC NIC	ROL NIC NIC								
	1 LS	LS	\$3,865,389.13	\$ 3,865,389.13			CR DUNN	3865389.13		3865389.13
	1 LS	LS	\$50,000.00	\$ 50,000.00			ALLOWANCE	50000		50000
	BY OTHERS BY OTHERS BY OTHERS									
Townwide Overhead Utility Undergrounding - Phase 4 - North Direct Construction Cost Total					Labor	Equipment	Material	Subcontractor	General/Rental	Subtotal
					0	0	0	3915389.13	25000	3940389.13
					\$3,940,389.13					



Town of Palm Beach Townwide Overhead Utility Undergrounding Phase IV - North Schedule of Values Prepared by Burkhardt Construction, Inc.		Submitted By: CR Dunn		
Item Description	Quantity	U/M	Unit Price	Amount
UNDERGROUNDING OF FRANCHISE UTILITIES (FPL, COMCAST, ATT)				\$3,865,389.13
MISCELLANEOUS ITEMS				\$1,029,272.66
NPDES WEEKLY REPORTING	1	LS	\$9,000.00	\$ 9,000.00
NPDES SET UP & MAINTENANCE	1	LS	\$10,000.00	\$ 10,000.00
PERFORMANCE & PAYMENT BONDS	1	LS	\$69,024.16	\$ 69,024.16
MAINTENANCE OF TRAFFIC INCL FLAGMEN	1	LS	\$398,000.00	\$ 398,000.00
REMOVE EXISTING CHAIN LINK FENCE	70	LF	\$15.00	\$ 1,050.00
REMOVE / CLEAR / GRUB / DISPOSE OF EXISTING VEGETATION / TREES TO FACILITATE INSTALLATION OF PRIVATE UTILITY CONDUITS & EQUIPMENT	1	LS	\$25,000.00	\$ 25,000.00
REMOVE AND DISPOSE 10" TALL SIDE WALL	11	LF	\$50.00	\$ 550.00
REMOVE AND DISPOSE EXISTING DRIVEWAY PAVERS / REPAIR EDGES	90	SF	\$10.00	\$ 900.00
REMOVE & DISPOSE CONCRETE PAD AT 1118 N LAKE WAY	1	EA	\$250.00	\$ 250.00
REMOVE EXISTING ROYAL PALM TREE AT 217 LIST RD	1	EA	\$425.00	\$ 425.00
REMOVE EXISTING ARECA PALM AS REQUIRED AT 217 LIST RD	1	EA	\$425.00	\$ 425.00
REMOVE EXISTING PYGMY PALM AT 1090 N LAKE WAY	1	EA	\$350.00	\$ 350.00
REMOVE EXISTING FEEDER CABLE AT 1072 N LAKE WAY	146	LF	\$20.00	\$ 2,920.00
REMOVE EXISTING COCONUT PALM AT 242 COLONIAL LN	1	EA	\$425.00	\$ 425.00
REMOVE EXISTING SEAGRAPE AT 1086 N OCEAN BLVD	1	EA	\$425.00	\$ 425.00
RELOCATE EXISTING YARD DRAIN AT 233 LIST RD	1	LS	\$525.00	\$ 525.00
RELOCATE WATER METER AT 249 QUEENS LN	1	LS	\$1,500.00	\$ 1,500.00
RELOCATE BACKFLOW PREVENTER & WATER METER AT 245 QUEENS LANE	1	LS	\$2,500.00	\$ 2,500.00
RELOCATE RAIN SENSOR AT 240 QUEENS LANE; COORDINATE W/PROP OWNER	1	LS	\$300.00	\$ 300.00
RELOCATE DRAIN AT 221 QUEENS LANE	1	LS	\$1,500.00	\$ 1,500.00
RELOCATE MAILBOX AT 221 QUEENS LANE	1	LS	\$250.00	\$ 250.00
RELOCATE BACKFLOW PREVENTER & WATER SERVICE AT 1145 N LAKE WAY	1	LS	\$2,500.00	\$ 2,500.00
RELOCATE MAILBOX AT 222 MONTEREY RD	1	LS	\$250.00	\$ 250.00
SAWCUT/REMOVE ASPHALT/EXCAVATE/SUBGRADE/COMPACT CURB PAD/ INSTALL "D" CURB	343	LF	\$51.50	\$ 17,664.50
FURNISH & INSTALL 4' CHAINLINK FENCE	35	LF	\$65.00	\$ 2,275.00
FURNISH & INSTALL REMOVABLE BOLLARDS	9	EA	\$696.00	\$ 6,264.00
LOAD/HAUL/DISPOSE OF SURPLUS FILL	1	LS	\$25,000.00	\$ 25,000.00
PERMANENT ROADWAY TRENCH / BORE PIT / HANDHOLE RESTORATION INCLUDING LINE STRIPING	1	LS	\$450,000.00	\$ 450,000.00
D-10 PUMP STATION (ALLOWANCE)				\$ 67,140.90
MAINTENANCE OF TRAFFIC INCL FLAGMEN	1	LS		
SAWCUT ASPHALT	400	LF		
SAWCUT EXISTING CONCRETE	85	LF		
REMOVE AND DISPOSE OF EXSITING 16" WOODEN RETAINING WALL	125	LF		
REMOVE AND DISPOSE OF ASPHALT FROM PATH	917	SF		
SAWCUT & REMOVE / DISPOSE OF EXISTING GRAVITY WALL	85	LF		
REMOVE AND DISPOSE OF EXISTING 15' TALL FICUS HEDGE & GRADE	1	LS		
APPROVED FDOT BASE FILL TO RAISE PATH +/-2', GRADE, AND COMPACT	917	SF		
ASPHALT PAVING MIN 2" THICK	105	SY		
6" THICK CONCRETE SIDEWALK ON COMPACTED SUBGRADE	80	SF		
CONCRETE GRAVITY WALL PER FDOT STD. INDEX 400-011 SCHEME 2, +/- 3' HIGH ON COMPACTED SUBGRADE	150	LF		
FURNISH & INSTALL HANDRAIL PER FDOT STD. INDEX 515-062 (TYPE 1)	88	LF		

Item Description	Quantity	U/M	Unit Price	Amount
LIST ROAD CHICANE				\$ 17,861.48
MAINTENANCE OF TRAFFIC INCL FLAGMEN	1	LS		
SAWCUT ASPHALT	121	LF		
REMOVE AND DISPOSE ASPHALT AND ROAD BASE / EXCAVATE TO SUBGRADE	188	SF		
CURB PAD COMPACTED	5	SY		
FORM AND POUR "D" CURB	58	LF		
6" 3000PSI CONCRETE INFILL ON COMPACTED BASE	30	SF		
2 LAYERS OF 30# ASPHALT IMPREGNATED FELT BETWEEN PAVEMENT EDGE & CURB	30	LF		
FURNISH & INSTALL REMOVABLE BOLLARD PER UN-21.0.0	3	EA		
FURNISH & INSTALL FIXED BOLLARD PER DETAIL UN-21.0.0	2	EA		
FURNISH & INSTALL R1-2 W/PLAQUE R1-2AP SIGNS ON POST	1	EA		
FURNISH & INSTALL WEED CLOTH WITH 3" OF #57 STONE OVER IT	121	SF		
PAVEMENT REPAIRS	1	LS		
BI-DIRECTIONAL WHITE/WHITE RPM	14	EA		
FURNISH AND INSTALL W5-1 SIGN AND POST	2	EA		
FURNISH & INSTALL R7-1A SIGN AND POST	1	EA		
FURNISH & INSTALL R7-1B SIGN AND POST	1	EA		
ORANGE GROVE RD. CHICANE				\$ 17,945.60
MAINTENANCE OF TRAFFIC INCL FLAGMEN	1	LS		
SAWCUT ASPHALT	120	LF		
REMOVE AND DISPOSE ASPHALT AND ROAD BASE / EXCAVATE TO SUBGRADE	180	SF		
CURB PAD COMPACTED	5	SY		
FORM AND POUR "D" CURB	56	LF		
6" 3000PSI CONCRETE INFILL ON COMPACTED BASE	20	SF		
2 LAYERS OF 30# ASPHALT IMPREGNATED FELT BETWEEN PAVEMENT EDGE & CURB	30	LF		
FURNISH & INSTALL REMOVABLE BOLLARD PER UN-21.0.0	3	EA		
FURNISH & INSTALL FIXED BOLLARD PER DETAIL UN-21.0.0	3	EA		
FURNISH & INSTALL R1-2 W/PLAQUE R1-2AP SIGNS ON POST	1	EA		
FURNISH & INSTALL WEED CLOTH WITH 3" OF #57 STONE OVER IT	122	SF		
PAVEMENT REPAIRS	1	LS		
BI-DIRECTIONAL WHITE/WHITE RPM	14	EA		
FURNISH AND INSTALL W5-1 SIGN AND POST	2	EA		
FURNISH & INSTALL R7-1A SIGN AND POST	1	EA		
FURNISH & INSTALL R7-1B SIGN AND POST	1	EA		
MONTEREY RD. CHICANE				\$ 62,942.40
MAINTENANCE OF TRAFFIC INCL FLAGMEN	1	LS		
SAWCUT ASPHALT	116	LF		
REMOVE AND DISPOSE ASPHALT AND ROAD BASE / EXCAVATE TO SUBGRADE	175	SF		
CURB PAD COMPACTED	4	SY		
FORM AND POUR "D" CURB	53	LF		
6" 3000PSI CONCRETE INFILL ON COMPACTED BASE	32	SF		
2 LAYERS OF 30# ASPHALT IMPREGNATED FELT BETWEEN PAVEMENT EDGE & CURB	27	LF		
FURNISH & INSTALL REMOVABLE BOLLARD PER UN-21.0.0	3	EA		
FURNISH & INSTALL FIXED BOLLARD PER DETAIL UN-21.0.0	3	EA		
FURNISH & INSTALL R1-2 W/PLAQUE R1-2AP SIGNS ON POST	1	EA		
FURNISH & INSTALL WEED CLOTH WITH 3" OF #57 STONE OVER IT	108	SF		
PAVEMENT REPAIRS	1	LS		
BI-DIRECTIONAL WHITE/WHITE RPM	14	EA		
FURNISH AND INSTALL W5-1 SIGN AND POST	2	EA		
FURNISH & INSTALL R7-1A SIGN AND POST	1	EA		
FURNISH & INSTALL R7-1B SIGN AND POST	1	EA		
RELOCATE EXISTING MAILBOX	1	EA		
REMOVE AND DISPOSE EXISTING 8" DIP WATERMAIN	47	LF		
8" DIP WATERMAIN DEFLECTION	57	LF		
8" 45 DEGREE BEND	4	EA		
8" DIP SOLID SLEEVE CONNECT TO EXISTING	2	EA		
THRUST COLLAR WITH SPLIT GLAND METALUG [EBAA 1100SBD]	2	EA		
8" LINE STOP FITTING, PLUG & BLIND FLANGE	2	EA		
RESTRAIN ALL EXISTING JOINTS BETWEEN LINESTOP & THRUST COLLAR	2	EA		

Item Description	Quantity	U/M	Unit Price	Amount
MONTEREY RD. - C9.04 CHICANE				\$ 59,986.45
MAINTENANCE OF TRAFFIC INCL FLAGMEN	1	LS		
SAWCUT ASPHALT	117	LF		
REMOVE AND DISPOSE ASPHALT AND ROAD BASE / EXCAVATE TO CURB PAD COMPACTED	175	SF		
FORM AND POUR "D" CURB	4	SY		
6" 3000PSI CONCRETE INFILL ON COMPACTED BASE	53	LF		
2 LAYERS OF 30# ASPHALT IMPREGNATED FELT BETWEEN PAVEMENT EDGE & CURB	30	SF		
FURNISH & INSTALL REMOVABLE BOLLARD PER UN-21.0.0	28	LF		
FURNISH & INSTALL FIXED BOLLARD PER DETAIL UN-21.0.0	3	EA		
FURNISH & INSTALL R1-2 W/PLAQUE R1-2AP SIGNS ON POST	4	EA		
FURNISH & INSTALL WEED CLOTH WITH 3" OF #57 STONE OVER IT	1	EA		
PAVEMENT REPAIRS	110	SF		
BI-DIRECTIONAL WHITE/WHITE RPM	1	LS		
FURNISH AND INSTALL W5-1 SIGN AND POST	14	EA		
FURNISH & INSTALL R7-1A SIGN AND POST	2	EA		
FURNISH & INSTALL R7-1B SIGN AND POST	1	EA		
REMOVE EXISTING 8" DIP WATERMAIN	1	EA		
8" DIP WATERMAIN DEFLECTION	35	LF		
8" 45 DEGREE BEND	40	LF		
8" DIP SOLID SLEEVE CONNECT TO EXISTING	4	EA		
THRUST COLLAR WITH SPLIT GLAND METALUG [EBAA 1100SBD]	2	EA		
8" LINE STOP FITTING, PLUG & BLIND FLANGE	2	EA		
RESTRAIN ALL EXISTING JOINTS BETWEEN LINESTOP & THRUST COLLAR	2	EA		
COLONIAL LN. CHICANE				\$ 59,737.50
MAINTENANCE OF TRAFFIC INCL FLAGMEN	1	LS		
SAWCUT ASPHALT	117	LF		
REMOVE AND DISPOSE ASPHALT AND ROAD BASE / EXCAVATE TO CURB PAD COMPACTED	175	SF		
FORM AND POUR "D" CURB	4	SY		
6" 3000PSI CONCRETE INFILL ON COMPACTED BASE	54	LF		
2 LAYERS OF 30# ASPHALT IMPREGNATED FELT BETWEEN PAVEMENT EDGE & CURB	30	SF		
FURNISH & INSTALL REMOVABLE BOLLARD PER UN-21.0.0	27	LF		
FURNISH & INSTALL FIXED BOLLARD PER DETAIL UN-21.0.0	3	EA		
FURNISH & INSTALL R1-2 W/PLAQUE R1-2AP SIGNS ON POST	4	EA		
FURNISH & INSTALL WEED CLOTH WITH 3" OF #57 STONE OVER IT	1	EA		
PAVEMENT REPAIRS	109	SF		
BI-DIRECTIONAL WHITE/WHITE RPM	1	LS		
FURNISH AND INSTALL W5-1 SIGN AND POST	14	EA		
FURNISH & INSTALL R7-1A SIGN AND POST	2	EA		
FURNISH & INSTALL R7-1B SIGN AND POST	1	EA		
RELOCATE EXISTING MAILBOX	1	EA		
REMOVE EXISTING 8" DIP WATERMAIN	1	EA		
8" DIP WATERMAIN DEFLECTION	32	LF		
8" 45 DEGREE BEND	35	LF		
8" DIP SOLID SLEEVE CONNECT TO EXISTING	4	EA		
THRUST COLLAR WITH SPLIT GLAND METALUG [EBAA 1100SBD]	2	EA		
8" LINE STOP FITTING, PLUG & BLIND FLANGE	2	EA		
RESTRAIN ALL EXISTING JOINTS BETWEEN LINESTOP & THRUST COLLAR	2	EA		
VIA MARILA DRAINAGE				\$ 45,877.00
FURNISH & INSTALL 15" RCP	10	LF		
FURNISH & INSTALL TYPE "C" CATCH BASIN WITH HOODED FRAME & GRATE	1	EA		
FURNISH & INSTALL TYPE "D" CURB	12	LF		
FURNISH & INSTALL CONCRETE APRON AT CATCH BASIN	27	SF		
TIE NEW 15" RCP INTO EXISTING DRAINAGE PIPE WITH CONC. COLLAR	1	EA		
MILL & EXISTING PAVEMENT / PAVE 1" S-1 & 1" S-3	243	SY		
COORDINATE WITH FPU DEFLECTION OF EXISTING GAS LINE	1	LS		

Item Description		Quantity	U/M	Unit Price	Amount
FPL					\$ 1,406,769.71
INSTALL FPL FURNISHED 0PN3C		185	LF	\$21.03	\$ 3,890.55
INSTALL FPL FURNISHED 1PN1C		3083	LF	\$15.68	\$ 48,341.44
INSTALL FPL FURNISHED 2PN2C		2408	LF	\$17.77	\$ 42,790.16
INSTALL FPL FURNISHED 3PN3C		5805	LF	\$21.03	\$ 122,079.15
INSTALL FPL FURNISHED 4PN4C		434	LF	\$23.50	\$ 10,199.00
INSTALL FPL FURNISHED 5PN5C		722	LF	\$29.87	\$ 21,566.14
INSTALL FPL FURNISHED 6PN6C		373	LF	\$34.42	\$ 12,838.66
INSTALL FPL FURNISHED 0FNC		117	LF	\$29.20	\$ 3,416.40
INSTALL FPL FURNISHED FNC		3903	LF	\$29.20	\$ 113,967.60
INSTALL FPL FURNISHED 2FNC		258	LF	\$37.80	\$ 9,752.40
INSTALL FPL FURNISHED 3FNC		299	LF	\$67.00	\$ 20,033.00
INSTALL FPL FURNISHED 1-2-FPL-S		13405	LF	\$17.67	\$ 236,866.35
INSTALL FPL FURNISHED 2-2-FPL-S		2456	LF	\$20.94	\$ 51,428.64
INSTALL FPL FURNISHED 3-2-FPL-S		336	LF	\$22.15	\$ 7,442.40
INSTALL FPL FURNISHED 4-2-FPL-S		255	LF	\$25.34	\$ 6,461.70
INSTALL FPL FURNISHED 1-2-FPL-SEC		294	LF	\$15.65	\$ 4,601.10
CONNECT SEC INTO EXISTING HANDHOLE		4	EA	\$75.00	\$ 300.00
INSTALL FPL FURNISHED PRIMARY WIRE INCLUDING ALL CONNECTIONS		33885	LF	\$2.16	\$ 73,191.60
INSTALL FPL FURNISHED FEEDER WIRE INCLUDING ALL CONNECTIONS		5475	LF	\$17.88	\$ 97,893.00
INSTALL FPL FURNISHED, FPL OWNED SERVICE WIRE INCLUDING ALL CONNECTIONS, TIE-INS AND INTERCEPTS.		20955	LF	\$1.96	\$ 41,071.80
INSTALL FPL FURNISHED, FPL OWNED SECONDARY SERVICE WIRE INCLUDING ALL CONNECTIONS, TIE-INS AND INTERCEPTS.		303	LF	\$1.96	\$ 593.88
INSTALL FPL FURNISHED A PHASE SPLICE BOXES; INCL. ALL NECESSARY CONNECTIONS AND TIE-INS		1	EA	\$2,472.00	\$ 2,472.00
INSTALL FPL FURNISHED B PHASE SPLICE BOXES; INCL. ALL NECESSARY CONNECTIONS AND TIE-INS		1	EA	\$2,472.00	\$ 2,472.00
INSTALL FPL FURNISHED C PHASE SPLICE BOXES; INCL. ALL NECESSARY CONNECTIONS AND TIE-INS		2	EA	\$2,472.00	\$ 4,944.00
INSTALL FPL FURNISHED PRIMARY SPLICE BOXES; INCL. ALL NECESSARY CONNECTIONS AND TIE-INS		3	EA	\$2,472.00	\$ 7,416.00
INSTALL FPL FURNISHED FEEDER SPLICE BOXES; INCL. ALL NECESSARY CONNECTIONS AND TIE-INS		2	EA	\$4,284.80	\$ 8,569.60
INSTALL FPL FURNISHED ROADWAY FEEDER SPLICE BOXES; INCL. ALL NECESSARY CONNECTIONS AND TIE-INS		2	EA	\$41,800.00	\$ 83,600.00
INSTALL FPL FURNISHED A/B/C PRIMARY SPLICE BOXES; INCL. ALL NECESSARY CONNECTIONS AND TIE-INS		2	EA	\$3,739.80	\$ 7,479.60
INSTALL FPL FURNISHED A/C PRIMARY SPLICE BOXES; INCL. ALL NECESSARY CONNECTIONS AND TIE-INS		1	EA	\$2,605.90	\$ 2,605.90
INSTALL FPL FURNISHED B/C PRIMARY SPLICE BOXES; INCL. ALL NECESSARY CONNECTIONS AND TIE-INS		2	EA	\$2,605.00	\$ 5,210.00
INSTALL FPL FURNISHED 30" HANDHOLES; INCL. ALL NECESSARY CONNECTIONS, TIE-INS AND INTERCEPT EXISTING SERVICE		2	EA	\$824.00	\$ 1,648.00
INSTALL FPL FURNISHED MAKE READY POLE; INCL. ALL NECESSARY CONNECTIONS, TIE-INS AND INTERCEPT EXISTING SERVICE		2	EA	BY OTHERS (FPL)	
INSTALL FPL FURNISHED 24" HANDHOLES; INCL. ALL NECESSARY CONNECTIONS, TIE-INS AND INTERCEPT EXISTING SERVICE		2	EA	\$824.00	\$ 1,648.00
INSTALL FPL FURNISHED OPEN DELTA TRANSFORMERS / PADS; INCLUDING GROUND RODS AND ALL CONNECTIONS		4	EA	\$4,271.41	\$ 17,085.64
INSTALL FPL FURNISHED TRANSFORMERS / PADS; INCLUDING GROUND RODS AND ALL CONNECTIONS		44	EA	\$2,636.80	\$ 116,019.20
INSTALL FPL FURNISHED VISTA SWITCH CABINETS, CONCRETE PADS, AND CHAMBERS; INCL. ALL NECESSARY CONNECTIONS		6	EA	\$4,017.00	\$ 24,102.00
INSTALL FPL FURNISHED PME-4 THREE PHASE MOUNTED SWITCH GEAR, CONCRETE PADS, AND CHAMBERS; INCL. ALL NECESSARY CONNECTIONS		1	EA	\$5,600.00	\$ 5,600.00
PULL FEEDER WIRE IN EXISTING FNC CONDUIT & TERMINATE AT LA PUERTA SWITCH (APPROX)		226	LF	\$17.88	\$ 4,040.88
PULL PRIMARY WIRE IN EXISTING 1PN1C CONDUIT & TERMINATE AT LA PUERTA SWITCH (APPROX)		237	LF	\$2.16	\$ 511.92
LOOP 3PN3C INTO EXISTING 3 PHASE TRANSFORMER		1	EA	\$480.00	\$ 480.00
LOOP 1PN1C INTO EXISTING 3 PHASE TRANSFORMER		1	EA	\$480.00	\$ 480.00
LOOP 1PN1C INTO EXISTING 1 PHASE TRANSFORMER		1	EA	\$480.00	\$ 480.00
VERIFY THE AVAILABILITY TO REUSE EXISTING ABANDONED DUCT		1	EA	\$3,840.00	\$ 3,840.00

Item Description		Quantity	U/M	Unit Price	Amount
ATT	RELOCATE 1" CONDUIT W/ ATT COPPERS & RELOCATE PEDESTAL TO THE WEST (COORDINATE W/ ATT PRIOR TO SETTING TX PAD)	1	EA	\$960.00	\$ 960.00
	RELOCATE GROUND LOOP FOR BUILDING	1	EA	\$2,500.00	\$ 2,500.00
	CAP FEEDER IN ROW	2	EA	\$350.00	\$ 700.00
	CAP PRIMARY IN ROW	3	EA	\$250.00	\$ 750.00
	INTERCEPT EXISTING SERVICE	5	EA	\$1,440.00	\$ 7,200.00
	INTERCEPT EXISTING PRIMARY	3	EA	\$1,440.00	\$ 4,320.00
	INTERCEPT EXISTING FEEDER	2	EA	\$2,400.00	\$ 4,800.00
	CONNECT 6PN6C TO EXISTING TRANSFORMER	2	EA	\$480.00	\$ 960.00
	CONNECT 3FNC INTO EXISTING FEEDER MANHOLE/SPLICE BOX	1	EA	\$2,400.00	\$ 2,400.00
	RELOCATE GAS & WATER SERVICE AS NECESSARY AT 1118 N LAKE WAY	1	LS	\$2,500.00	\$ 2,500.00
	COORDINATE RELOCATION OF EXISTING SERVICE W/ FPU AT ORANGE GROVE RD	1	LS	\$250.00	\$ 250.00
	REMOVAL OF ALL RISERS (conduit, wire and u-guard) UP THE POLE FOR BOTH PRIMARY AND SECONDARY. THIS ALSO INCLUDES THE SECONDARY WIRE SPANNING BETWEEN THE POLE AND RESIDENCE	1	LS	\$150,000.00	\$ 150,000.00
	POLE & OVERHEAD WIRE REMOVAL/DISPOSAL COMPLETE		LS	BY OTHERS	
					\$ 711,918.64
	FURNISH AND INSTALL 1-1- ATT-S CONDUITS	12474	LF	\$15.25	\$ 190,228.50
	FURNISH AND INSTALL 1-2- ATT-S CONDUITS	3583	LF	\$17.03	\$ 61,018.49
	FURNISH AND INSTALL 2-1- ATT-S CONDUITS	114	LF	\$18.28	\$ 2,083.92
	FURNISH AND INSTALL 2-2- ATT-S CONDUITS	901	LF	\$24.08	\$ 21,696.08
	FURNISH AND INSTALL 3-2- ATT-M CONDUITS	172	LF	\$30.03	\$ 5,165.16
	FURNISH AND INSTALL 1-5- ATT-M CONDUITS	7612	LF	\$37.70	\$ 286,972.40
	FURNISH AND INSTALL 2-5- ATT-M CONDUITS	98	LF	\$54.20	\$ 5,311.60
	FURNISH AND INSTALL ATT FLUSH VAULT 30"X48"	28	EA	\$2,935.50	\$ 82,194.00
	FURNISH AND INSTALL ATT FLUSH VAULT 30"X48", H20 ROAD RATED LID	5	EA	\$4,708.13	\$ 23,540.65
COMCAST	FURNISH AND INSTALL ATT HANDHOLE 10"X15"	44	EA	\$733.36	\$ 32,267.84
	PROPOSED ATT CONDUIT INSTALLATION TO INTERCEPT EXISTING BURRIED ATT CABLE	4	EA	\$360.00	\$ 1,440.00
	FURNISH AND INSTALL ATT PEDESTALS		EA	BY OTHERS	
	ATT ENGINEERING & INSTALLATION FEES		EA	BY OTHERS	
					\$ 385,936.79
	FURNISH AND INSTALL 1-1- CC-S CONDUITS	3951	LF	\$15.34	\$ 60,608.34
	FURNISH AND INSTALL 2-1- CC-S CONDUITS	916	LF	\$18.36	\$ 16,817.76
	FURNISH AND INSTALL 3-1- CC-S CONDUITS	230	LF	\$22.50	\$ 5,175.00
	FURNISH AND INSTALL 1-2- CC-M CONDUITS	534	LF	\$17.03	\$ 9,094.02
	FURNISH AND INSTALL 1-3- CC-M CONDUITS	6794	LF	\$25.14	\$ 170,801.16
	FURNISH AND INSTALL 2-3- CC-M CONDUITS	2206	LF	\$42.11	\$ 92,894.66
	FURNISH AND INSTALL 3-3- CC-M CONDUITS	278	LF	\$59.07	\$ 16,421.46
	30"X48" TRAFFIC ROAD RATED VAULT W/ COVER MARKED AS CATV	3	EA	\$4,708.13	\$ 14,124.39
	FURNISH AND INSTALL COMCAST VAULT	0	EA	BY OTHERS	
	FURNISH AND INSTALL COMCAST VHUB	0	EA	BY OTHERS	
	FURNISH AND INSTALL COMCAST POWER SUPPLY	0	EA	BY OTHERS	
	FURNISH AND INSTALL COMCAST LCP	0	EA	BY OTHERS	
	FURNISH AND INSTALL COMCAST PEDESTALS	0	EA	BY OTHERS	
	COMCAST ENGINEERING & INSTALLATION FEES	0	EA	BY OTHERS	
Total Direct Construction Cost					\$3,865,389.13

Item Description	Quantity	U/M	Unit Price	Amount
ADD ALTERNATE 1: ALLOWANCE				
				\$ -
ALL RELATED RESTORATION IN CONNECTION WITH FPL STREETLIGHTING INSTALLATION	1	ALL	BY OTHERS	
ADD ALTERNATE2:				
INSTALL FPL FURNISHED 1-2" PVC CONDUIT FOR FPL STREET LIGHTING	0	LF	BY OTHERS	
INSTALL FPL FURNISHED 24" HANDHOLE FOR FPL STREET LIGHTING	0	EA	BY OTHERS	
INSTALL FPL FURNISHED 17" HANDHOLE FOR FPL STREET LIGHTING	0	EA	BY OTHERS	
*INSTALLATION SHALL INCLUDE SAWCUTTING, ASPHALT REMOVAL, DISPOSAL, AND TEMPORARY ROADWAY RESTORATION PER PLAN DETAILS INCLUDING ANY DISTURBED LINE STRIPING. *CONTRACTOR IS ENCOURAGED TO DIRECTIONAL DRILL ANY CONDUITS WHERE POSSIBLE OR IF UNFEASIBLE TO OPEN CUT. THE OBJECTIVE IS TO AVOID COSTLY PROPERTY RESTORATION *ROCK MAY BE ENCOUNTERED; EXCAVATION OR DRILLING OF ROCK SHOULD BE ANTICIPATED. THOROUGH INVESTIGATION IS ENCOURAGED (SEE SOILS REPORT). IF ROCK IS ENCOUNTERED, CLEAN BACKFILL MUST BE USED. BOTH ROCK EXCAVATION AND CLEAN BACKFILL SHALL BE INCLUDED IN YOUR PRICE. *DEWATERING IS ANTICIPATED AND SHALL BE INCLUDED IN YOUR PRICE.				

Town of Palm Beach
Townwide Overhead Utility Undergrounding
Phase 4 - North

GENERAL CONDITIONS

From: **Burkhardt Construction, Inc.**
 Attn: Marc Kleisley, Vice President
 1400 Alabama Ave.
 West Palm Beach, FL 33401
 Ph: (561) 659-1400
 Fax: (561) 659-1402

Owner: **Town Of Palm Beach**
 Public Works & Engineering Dept
 951 Old Okeechobee Road
 West Palm Beach, FL 33401
 Tel: (561) 838-5440
 Fax: (561) 835-4691

Engineer: **Kimley-Horn & Associates, Inc.**
 Attn: Kevin Schanen, P.E.
 1920 Wekiva Way, Suite 200
 West Palm Beach, FL 33411
 Ph: (561) 845-0665
 Fax: (561) 863-8175

Project: **Townwide Overhead Utility Undergrounding - Phase 4 - North**

Plans: Based on bid set of plans BCI received date 10.12.2020--ATT & Com
 Based on bid set of plans BCI received date 10.26.2020--All remainin

Location: Town of Palm Beach

Proposal Date: November 13, 2020

Item Description						Amount
BASED ON A 12 MONTH DURATION						
MOBILIZATION (move-in, move-out)						\$0.00
TRANSPORT	\$65.00 /	Hr	x	0		\$0.00
EQUIPMENT	\$35.00 /	Hr.	x	0		\$0.00
PROJECT FIELD OFFICE						\$29,984.60
OFFICE	\$3,500.00 /	mo.	x	0		\$0.00
YARD	\$0.00 /	mo.	x	0		\$0.00
EMPLOYEE PARKING FEES	\$500.00 /	mo.	x	0		\$0.00
WORK PLATFORM FOR YARD	\$200.00 /	mo.	x	0		\$0.00
TEMPORARY FENCING FOR YARD	\$500.00 /	mo.	x	0		\$0.00
CONSTRUCTION YARD LIGHTING	\$0.00 /	mo.	x	0		\$0.00
OFFICE FURNISHINGS	\$500.00 /	mo.	x	0		\$0.00
COMPUTERS	\$300.00 /	mo.	x	0		\$0.00
PROCORE SOFTWARE	\$500.00 /	mo.	x	12		\$6,000.00
SUBMITTAL SOFTWARE	\$2,000.00 /	ls	x	0		\$0.00
COPY MACHINE	\$350.00 /	mo.	x	0		\$0.00
FAX MACHINE	\$100.00 /	mo.	x	0		\$0.00
INTERNET SERVICE	\$150.00 /	mo.	x	0		\$0.00
CELLULAR TELEPHONE	\$200.00 /	mo.	x	12		\$2,400.00
TELEPHONE	\$150.00 /	mo.	x	0		\$0.00
FEDERAL EXPRESS MAILINGS	\$100.00 /	mo.	x	0		\$0.00
POSTAGE	\$50.00 /	mo.	x	0		\$0.00
PHOTOGRAPHS						



AERIAL PHOTOS	\$110.00 /	mo.	x	0	\$0.00
JOB PHOTOS	\$50.00 /	wk	x	0	\$0.00
PRE-CONSTRUCTION VIDEO	\$15,284.60 /	ls	x	1	\$15,284.60
PLAN REPRODUCTION COST/PRINTING	\$200.00 /	set	x	0	\$0.00
OFFICE SUPPLIES	\$50.00 /	mo.	x	0	\$0.00
FIRST AID SUPPLIES	\$50.00 /	mo.	x	0	\$0.00
WATER SERVICE	\$35.00 /	mo.	x	0	\$0.00
SANITARY SERVICE	\$50.00 /	mo.	x	0	\$0.00
ELECTRIC SERVICE	\$200.00 /	mo.	x	0	\$0.00
GARBAGE SERVICE	\$25.00 /	mo.	x	0	\$0.00
CONSTRUCTION WATER	\$250.00 /	mo.	x	12	\$3,000.00
JOHN DEERE GATOR (1)	\$500.00 /	mo.	x	0	\$0.00
ICE	\$275.00 /	mo.	x	12	\$3,300.00

BONDS

GENERAL BOND	\$5,027,570.00	x	1.25%	\$62,844.63
SUBCONTRACTORS BONDS				\$62,844.63

PARTNERING INITIATIVES

NOTICES, LETTERS, INFORMATION MEETINGS	\$2,500.00
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INSURANCE

GENERAL INSURANCE	\$4,952,691.00	x	1.90%	\$94,101.13	
Commercial General Liability					
Comprehensive Automobile Liability					
Owner Indemnification					
Professional (Errors/Omissions) Liability					
Excess/Umbrella Liability					
ADD'L INSUREDS	\$100.00 /	ea.	x	0	\$0.00
ADDED INSURANCES					NOT INCLUDED
Railroad protective Liability Ins.					NOT INCLUDED
Builders Risk Insurance					NOT INCLUDED
Installation Floater					NOT INCLUDED
Flood Insurance					NOT INCLUDED
SUBCONTRACTORS' INSURANCE					INCLUDED IN THEIR DIRECT COSTS

SANITARY SERVICES

JOB TOILET (2ea.)	\$350.00 /	mo.	x	12	\$4,200.00
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TESTING COSTS

DENSITIES	
PRESSURE	
PROCTORS	
BACTERIOLOGICAL	
CONCRETE CYLINDERS	
ENGINEERING & REPORTING	
TV'ING OF INSTALLED LINES	NOT INCLUDED

FEES

TOPB BUILDING DEPT. PERMIT FEES/REVISION FEES	\$0.00
PERMIT SUBMISSION AND EXPEDITING	NONE ANTICIPATED
FDOT GENERAL USE PERMITS	BY OTHERS
DEWATERING PERMITS	NIC
RAILROAD PERMITS	NO FEE PERMIT
PALM BEACH COUNTY PERMITS	NIC
CITY OF WEST PALM BEACH PERMITS	NIC

SURVEYING

LAYOUT & ASBUILTS	Engenuity Group	\$55,556.00
ALLOWANCE FOR RESTAKING		\$55,556.00
& DRAFTING		SEE DIRECT COSTS



<u>SMALL HAND TOOLS/EQUIPMENT RENTAL</u>	<u>\$0.00</u>
ALLOWANCE (GENERAL)	\$0.00
HANDLING, STORAGE, UN-LOADING OF OWNER DIRECT PURCHASE MATERIALS	N/A
 GENERAL CONDITIONS TOTAL	 <u><u>\$285,681.35</u></u>

**Town of Palm Beach
Townwide Overhead Utility Undergrounding
Phase 4 - North**

CONSTRUCTION PHASE MANAGEMENT FEE

From: **Burkhardt Construction, Inc.**
Attn: Marc Kleisley, Vice President
1400 Alabama Ave.
West Palm Beach, FL 33401
Ph: (561) 659-1400
Fax: (561) 659-1402

Owner: **Town Of Palm Beach**
Public Works & Engineering Dept
951 Old Okeechobee Road
West Palm Beach, FL 33401
Tel: (561) 838-5440
Fax: (561) 835-4691

Engineer: **Kimley-Horn & Associates, Inc.**
Attn: Kevin Schanen, P.E.
1920 Wekiva Way, Suite 200
West Palm Beach, FL 33411
Ph: (561) 845-0665
Fax: (561) 863-8175

Project: **Townwide Overhead Utility Undergrounding - Phase 4 - North**

Plans: Based on bid set of plans BCI received date 10.12.2020--ATT & Comcast Conduit Plans
Based on bid set of plans BCI received date 10.26.2020--All remaining plan sheets

Location: Town of Palm Beach

Proposal Date: November 13, 2020

Item Description	Hrs./Week	(Weeks)	Rate/Hr.	Amount
Project Duration Jan '21 - Jan '22		52 weeks		
Project Principal	0	52	\$ 175.00	\$ -
Senior Project Manager				
Jan '21 - March '21	16	13	\$ 150.00	\$ 31,200.00
Apr '21 - Oct '21 (Overlap in Ph 3 S)	0	26	\$ 150.00	\$ -
Nov '21 - Jan '22	8	13	\$ 150.00	\$ 15,600.00
Project Manager	0	52	\$ 100.00	\$ -
Assistant Project Manager	24	52	\$ 75.00	\$ 93,600.00
Superintendent/Construction Field Manager	32	52	\$ 100.00	\$ 166,400.00
Resident Liaison	32	52	\$ 75.00	\$ 124,800.00
Project Accountant	5	52	\$ 90.00	\$ 23,400.00
Administrative Assistant	10	52	\$ 50.00	\$ 26,000.00
Field Office Clerk	0	52	\$ 50.00	\$ -
				\$ 481,000.00

Town of Palm Beach
Townwide Overhead Utility Undergrounding
Phase 4 - North

Exceptions & Clarifications - 11/13/2020

GENERAL

- 1 Scope of work and quantities are based on Bid Set Plans received on 10.12.2020 (Comcast / Att conduit plans) & 10.26.2020 (all remaining plan sheets) for the Townwide Overhead Utility Undergrounding - Phase 4 - North . Complete plan log is included with this submittal.
- 2 Guaranteed Maximum Price (G.M.P.) was compiled using the same unit prices from Phase 3 - North. GMP pricing is based on a project start date of January 2021.
- 3 G.M.P. does not include a construction contingency for the overhead utility undergrounding. Burkhardt Construction, Inc. recommends that the Town carry a construction contingency.
- 4 G.M.P. does not include any capital improvement fees, connection fees or impact fees.
- 5 It is understood that the Direct Construction Cost (Exhibit "A") is unit prices for the work shown in the plans and as modified by these exceptions and clarifications.
- 6 Project master schedule and schedule updates shall be a bar chart schedule acceptable to the Owner prepared by CMAR in house personnel.
- 7 Project Manual as described in the contract shall mean the closeout project manual which shall be updated periodically and presented to the Owner upon completion of the project. The information contained in this manual shall be as requested by the Owner.
- 8 G.M.P. cost estimate does not include additional insurance premiums for naming individual property owners as additional insureds.
- 9 G.M.P. includes all sales tax on materials. The Town has elected to direct Owner purchase the ATT & COMCAST materials, the estimated tax savings is reflected on the front page of the GMP.
- 10 Utility easements shall be obtained prior to work being performed in that area. If a construction easement has not been obtained it may impact the installation schedule, additional costs may be incurred. Reimbursement of costs may be requested and deemed appropriate, if and only if it is mutually agreed upon by the Town of Palm Beach and Burkhardt Construction. If these costs are deemed appropriate they will be paid from the contingency.

- 11 Burkhardt Construction, Inc. (BCI) is not liable for failure to perform such work or any damages that occur if such failure is as a result of Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster). If BCI asserts Force Majeure as the reason for failure to perform such work or such damages occur as a result of any Act of God, then BCI must prove that they took reasonable steps to minimize delay or damages caused by unforeseeable events, that BCI substantially fulfilled all obligations, and that the owner was timely notified of the likelihood or actual occurrence of the event described as an Act of God (Force Majeure). Any construction related damages that took place as a result, shall be repaired or removed and replaced at the same contract unit prices and shall be paid out of the contingency.
- 12 If the proposed design locations of transformers, vaults and handholes change after conduit installation, then additional costs may be incurred for the relocation. Reimbursement of costs may be requested and deemed appropriate, if and only if it is mutually agreed upon by the Town of Palm Beach and Burkhardt Construction. If these costs are deemed appropriate they will be paid from the contingency.
- 13 In the event that the terms and provisions of all attached Exhibits conflict with or are omitted from the terms and provisions of this Contract, the terms and provisions of the attached Exhibits shall govern with respect to the performance of the work.
- 14 TOPB Building Permits; All permits shall be in hand prior to start of construction.
- 15 The following are part of the G.M.P. in order to facilitate the aggressive work schedule.
- a. January 1, 2021 through April 30, 2021 crew work hours shall be 9:00 AM to 5:00 PM Monday through Friday. From May 1, 2021 through November 30, 2021 Regularly scheduled crew work hours shall be from 8:00 AM to 6:00 PM Monday through Friday. December 1, 2021 through April 30, 2022 crew work hours shall be 9:00 AM to 5:00 PM Monday through Friday.
 - b. Night, weekend or holiday work beyond the regularly scheduled work hours stated in item a., which may be necessary due to emergency, delay or makeup time, shall be requested on a case by case basis and reviewed/approved by the Public Works Staff.
 - c. The project will require free and unlimited jobsite access for workmen and deliveries during all authorized work hours.
 - d. The schedule makes no provision for delays caused by named storms.
 - e. The construction contract shall be authorized by the Town Council in the December 2020 Town Council meeting.
- 16 G.M.P. does not include costs for removal / remediation of asbestos cement pipe or any other hazardous materials.
- 17 G.M.P. does not include removal or replacement of any unsuitable subsoils. Demucking is specifically excluded.
- 18 G.M.P. is based upon the use of the Town's property as a construction staging yard located at 6th Street and Dixie Highway, West Palm Beach.
- 19 Prices are based on re-using excavated material for backfill. No unsuitable subsoil excavation, removal or replacement. Unsuitable soil, if encountered shall be removed, disposed of, replaced as directed by the Owner and billed to the Owner at the actual direct cost.



- 20 G.M.P. is based on the assumption that portions of roadways will be closed to vehicular traffic during some phases of construction. Closures shall be coordinated with the Town and in accordance with the Town's Maintenance of Traffic permit conditions.
- 21 G.M.P. cost estimate does not include any new street signage, posts or line striping other than what has been disturbed due to construction.
- 22 G.M.P. does not include any cost to mill and pave. All areas will be restored with a permanent patch.

WATER / SEWER / STORM DRAINAGE

- 1 G.M.P. does not include any cost for disposal/treatment of contaminated ground water if encountered during dewatering operations. It is assumed that clean groundwater generated by dewatering operations will be discharged into the existing storm drainage system.
- 2 Cleaning of the existing storm drainage system within the project limits is not included except to the extent caused by contractor negligence that is under the direct supervision of the construction manager.
- 3 G.M.P. does not include any water main work except for the water main deflection at the Merrian Rd. chicane.
- 4 G.M.P. cost estimate does not include City of West Palm Beach meter installation and hook-up fees.
- 5 G.M.P. cost estimate does not include any sanitary sewer work.

FRANCHISE UTILITIES

- 1 G.M.P. cost estimate does not include any design, engineering or installation fees which may be charged to the Owner by franchise utility companies. (electric, telephone, cable tv, gas)
- 2 The Construction Manager at Risk shall not assume liability or warranty any work performed by FPL, COMCAST, ATT, FPU and/or their subcontractors.
- 3 The schedule represents the work controlled by the Construction Manager. Should the project exceed the scheduled duration due to the involvement of entities beyond our control (including but not limited to FPL, ATT and Comcast), a "No Fee" time extension for that work shall be issued. "No Fee" specifically refers to the construction phase fee and profit. Should a "Fee" be requested and deemed appropriate, if and only if it is mutually agreed upon by the Town of Palm Beach and Burkhardt Construction prior to the granted time extension.
- 4 The energizing of the new system is dependent on receiving switching orders from FPL. Services cannot be converted until the transformers are "hot".
- 5 G.M.P. does not include FPL's binding cost estimate, Comcast or ATT. These invoices shall be paid directly by the owner. Once FPL's binding cost estimate is fully executed and FPL materials are released to the subcontractor the Town will issue the Notice to Proceed.
- 6 G.M.P. cost estimate does not include any ATT wire. Comcast wire and private side service conduits outside the right of way are also excluded from the cost estimate.
- 7 G.M.P. cost estimate does not include any meter can or service disconnect removal and replacements



- 8 G.M.P. cost estimate does not include any rear easement restoration for FPL pole and wire removal.
- 9 The unit prices from Phase 3 - North have been carried over into Phase 4 - North. It was determined in Phase 3 - North that the rock encountered was harder than expected. In lieu of increasing unit prices in all areas when rock is encountered, during the drilling operation, an hourly rate for the directional drilling crew will be added at a rate of \$600/hr. This is on a case by case basis. Should this hourly rate be requested and deemed appropriate, it must be mutually agreed upon by the Town of Palm Beach and Burkhardt Construction. The Town, Kimley-Horn and Burkhardt will establish a protocol prior to the start of construction that clearly establishes a fair way to track any additional drilling efforts.
- 10 G.M.P. cost estimate does not include any demolition and removal of any unknown structures during the installation of the proposed conduit. If encountered the additional work shall be paid from contingency.

ELECTRICAL

- 1 G.M.P. cost estimate does not include street lighting.

ALTERNATES

- 1 All related restoration in connection with FPL street lighting installation shall be paid from contingency.
- 2 The TOPB has elected to forgo add alternate #2. FPL will install all conduits and handholes for proposed street lighting. Installation of FPL poles, fixtures and foundations will be performed by FPL. FPL will pull all wire and make all connections for a complete working street light system.



Burkhardt Construction, Inc.

12-8-20

BIDSET - Current Drawings

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
Civil					
CL.00	COVER CL.00	0	10/26/2020	10/26/2020	BID SET (10/12/20)
CL.01	GENERAL NOTES	0	10/26/2020	10/26/2020	BID SET (10/12/20)
CL.02	GENERAL NOTES	0	10/26/2020	10/26/2020	BID SET (10/12/20)
CL.03	GENERAL NOTES	0	10/26/2020	10/26/2020	BID SET (10/12/20)
CL.04	GENERAL NOTES	0	10/26/2020	10/26/2020	BID SET (10/12/20)
C2.00	KEY MAP	0	10/26/2020	10/26/2020	BID SET (10/12/20)
C3.01	CONDUIT PLAN	0	10/26/2020	10/26/2020	BID SET (10/12/20)
C3.02	CONDUIT PLAN	0	10/26/2020	10/26/2020	BID SET (10/12/20)
C3.03	CONDUIT PLAN	0	10/26/2020	10/26/2020	BID SET (10/12/20)
C3.04	CONDUIT PLAN	0	10/26/2020	10/26/2020	BID SET (10/12/20)
C3.05	CONDUIT PLAN	0	10/26/2020	10/26/2020	BID SET (10/12/20)
C3.06	CONDUIT PLAN	0	10/26/2020	10/26/2020	BID SET (10/12/20)
C3.07	CONDUIT PLAN C3.07	0	10/26/2020	10/26/2020	BID SET (10/12/20)
C3.08	CONDUIT PLAN	0	10/26/2020	10/26/2020	BID SET (10/12/20)
C3.09	CONDUIT PLAN	0	10/26/2020	10/26/2020	BID SET (10/12/20)
C3.10	CONDUIT PLAN	0	10/26/2020	10/26/2020	BID SET (10/12/20)
C3.11	CONDUIT PLAN	0	10/26/2020	10/26/2020	BID SET (10/12/20)
C3.12	CONDUIT PLAN	0	10/26/2020	10/26/2020	BID SET (10/12/20)
C3.13	CONDUIT PLAN	0	10/26/2020	10/26/2020	BID SET (10/12/20)
C3.14	CONDUIT PLAN	0	10/26/2020	10/26/2020	BID SET (10/12/20)
C3.15	CONDUIT PLAN	0	10/26/2020	10/26/2020	BID SET (10/12/20)
C3.16	CONDUIT PLAN	0	10/26/2020	10/26/2020	BID SET (10/12/20)
C4.01	ATT & COMCAST CONDUIT PLAN	0	10/12/2020	10/12/2020	BID SET (10/12/20)
C4.02	ATT & COMCAST CONDUIT PLAN	0	10/12/2020	10/12/2020	BID SET (10/12/20)
C4.03	ATT & COMCAST CONDUIT PLAN	0	10/12/2020	10/12/2020	BID SET (10/12/20)
C4.04	ATT & COMCAST CONDUIT PLAN	0	10/12/2020	10/12/2020	BID SET (10/12/20)
C4.05	ATT & COMCAST CONDUIT PLAN	0	10/12/2020	10/12/2020	BID SET (10/12/20)
C4.06	ATT & COMCAST CONDUIT PLAN	0	10/12/2020	10/12/2020	BID SET (10/12/20)
C4.07	ATT & COMCAST CONDUIT PLAN	0	10/12/2020	10/12/2020	BID SET (10/12/20)
C4.08	ATT & COMCAST CONDUIT PLAN	0	10/12/2020	10/12/2020	BID SET (10/12/20)
C4.09	ATT & COMCAST CONDUIT PLAN	0	10/12/2020	10/12/2020	BID SET (10/12/20)
C4.10	ATT & COMCAST CONDUIT PLAN	0	10/12/2020	10/12/2020	BID SET (10/12/20)
C4.11	ATT & COMCAST CONDUIT PLAN	0	10/12/2020	10/12/2020	BID SET (10/12/20)
C4.12	ATT & COMCAST CONDUIT PLAN	0	10/12/2020	10/12/2020	BID SET (10/12/20)
C4.13	ATT & COMCAST CONDUIT PLAN	0	10/12/2020	10/12/2020	BID SET (10/12/20)



Burkhardt Construction, Inc.

Backup 1

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
C4.14	ATT & COMCAST CONDUIT PLAN	0	10/12/2020	10/12/2020	BID SET (10/12/20)
C4.15	ATT & COMCAST CONDUIT PLAN	0	10/12/2020	10/12/2020	BID SET (10/12/20)
C4.16	ATT & COMCAST CONDUIT PLAN	0	10/12/2020	10/12/2020	BID SET (10/12/20)
C5.00	FPL CONSTRUCTION DETAILS	0	10/26/2020	10/26/2020	BID SET (10/12/20)
C5.01	FPL CONSTRUCTION DETAILS	0	10/26/2020	10/26/2020	BID SET (10/12/20)
C5.02	FPL CONSTRUCTION DETAILS	0	10/26/2020	10/26/2020	BID SET (10/12/20)
C6.00	ATT CONSTRUCTION DETAILS	0	10/26/2020	10/26/2020	BID SET (10/12/20)
C7.00	COMCAST CONSTRUCTION DETAILS	0	10/26/2020	10/26/2020	BID SET (10/12/20)
C8.00	ROADWAY DETAILS	0	10/26/2020	10/26/2020	BID SET (10/12/20)
C8.01	STANDARD EASEMENT DETAILS	0	10/26/2020	10/26/2020	BID SET (10/12/20)
C8.02	CONSTRUCTION DETAILS	0	10/26/2020	10/26/2020	BID SET (10/12/20)
C8.03	CONSTRUCTION DETAILS	0	10/26/2020	10/26/2020	BID SET (10/12/20)
C8.04	STANDARD CLEARSPACE DETAILS	0	10/26/2020	10/26/2020	BID SET (10/12/20)
C9.01	CHICANE DETAIL	0	10/26/2020	10/26/2020	BID SET (10/12/20)
C9.02	CHICANE DETAIL	0	10/26/2020	10/26/2020	BID SET (10/12/20)
C9.03	CHICANE DETAIL	0	10/26/2020	10/26/2020	BID SET (10/12/20)
C9.04	CHICANE DETAIL	0	10/26/2020	10/26/2020	BID SET (10/12/20)
C9.05	CHICANE DETAIL	0	10/26/2020	10/26/2020	BID SET (10/12/20)
DRAINAGE					
D1.00	DRAINAGE IMPROVEMENT PLAN	0	10/26/2020	10/26/2020	BID SET (10/12/20)
D5.00	DRAINAGE DETAILS	0	10/26/2020	10/26/2020	BID SET (10/12/20)
Landscape					
L1.00	LANDSCAPE PLAN	0	10/26/2020	10/26/2020	BID SET (10/12/20)
L1.01	LANDSCAPE PLAN	0	10/26/2020	10/26/2020	BID SET (10/12/20)
L1.02	LANDSCAPE PLAN	0	10/26/2020	10/26/2020	BID SET (10/12/20)
L1.03	LANDSCAPE PLAN	0	10/26/2020	10/26/2020	BID SET (10/12/20)
L1.04	LANDSCAPE PLAN	0	10/26/2020	10/26/2020	BID SET (10/12/20)
L1.05	LANDSCAPE PLAN	0	10/26/2020	10/26/2020	BID SET (10/12/20)
L1.06	LANDSCAPE PLAN	0	10/26/2020	10/26/2020	BID SET (10/12/20)
L1.07	LANDSCAPE PLAN	0	10/26/2020	10/26/2020	BID SET (10/12/20)
L1.08	LANDSCAPE PLAN	0	10/26/2020	10/26/2020	BID SET (10/12/20)
L1.09	LANDSCAPE DETAILS	0	10/26/2020	10/26/2020	BID SET (10/12/20)
L1.10	LANDSCAPE NOTES	0	10/26/2020	10/26/2020	BID SET (10/12/20)
Street Lights					
SL1.00	STREET LIGHT PLAN	0	10/26/2020	10/26/2020	BID SET (10/12/20)

TOWN OF PALM BEACH

Information for Town Council Meeting on: December 8, 2020

TO: Mayor and Town Council

VIA: Kirk W. Blouin, Town Manager

VIA: Jane Le Clainche, Director of Finance

FROM: Dean Mealy, CPPO Town Purchasing Manager

RE: Resolution to Approve a purchase order to Kimley-Horn and Associates, Inc. in the amount of \$324,309 and a project budget of \$340,000 for Phase 4 North Construction Phase Services for Town-wide Undergrounding of Utilities, **Resolution No. 144-2020**

DATE: November 25, 2020

STAFF RECOMMENDATION

Town staff recommends that Town Council approve Resolution No. 144-2020, to approve a purchase order to Kimley-Horn and Associates, Inc. in the amount of \$324,309 and a project budget of \$340,000 for Phase 4 North Construction Phase Services for Town-wide Undergrounding of Utilities

WHY THIS PURCHASE IS REQUIRED NOW

This item is a companion item to Resolution No. 143-2020, Award of GMP to Burkhardt Construction Inc for Phase 4 North.

PURCHASING METHODOLOGY

Kimley-Horn and Associates Inc. was awarded the Construction Phase Services for the Town-wide Undergrounding of Utilities.

FUNDING/FISCAL IMPACT

Funding will be from the Underground Utility Fund.

PUBLIC WORKS REVIEW

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

TOWN ATTORNEY REVIEW

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

Attachments

cc: Paul Brazil, P.E., Public Works Director
Patricia Strayer, P.E., Town Engineer
Duke Basha, Assistant Purchasing Manager
Eric Shibley, CPPB, Senior Buyer

RESOLUTION NO. 144-2020

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF
PALM BEACH, PALM BEACH COUNTY, FLORIDA,
APPROVING A PURCHASE ORDER TO KIMLEY-HORN AND
ASSOCIATES, INC. IN THE AMOUNT OF \$324,309 AND A
PROJECT BUDGET OF \$340,000 FOR PHASE 4 NORTH
CONSTRUCTION PHASE SERVICES FOR TOWN-WIDE
UNDERGROUNDING OF UTILITIES.**

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

Section 1. The Town Council of the Town of Palm Beach hereby approves Resolution No. 144-2020, approving a purchase order to Kimley-Horn and Associates, Inc. in the amount of \$324,309 and a project budget of \$340,000 for Phase 4 North Construction Phase Services for Town-wide Undergrounding of Utilities.

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

PASSED AND ADOPTED in a regular, adjourned session of the Town Council of the Town of Palm Beach assembled this 8th day of December, 2020.

Gail L. Coniglio, Mayor

ATTEST:

Queenester Nieves, CMC, Town Clerk

TO: Dean Mealy, Director of Purchasing

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

FROM: Patricia Strayer, P.E., Town Engineer *PS*

RE: Review and Approval of Phase 4 North Construction Phase Services for Town-Wide Undergrounding of Utilities Program

DATE: November 20, 2020

Kimley Horn and Associates were selected through a CCNA solicitation for the design of the Town-Wide Undergrounding of Utilities Program to provide services related to the overall program implementation which included but may not be limited to development of a master plan, design, construction oversight, easement acquisition support, and coordination with utilities for design and construction. At the time of award, the Town negotiated a master contract which established rates and allowable rate adjustments for the life of the contract.

The Master Plan that was completed under the master contract established the phases, the schedule and the opinion of cost. The program has been broken into 8 distinct phases and 7 of the 8 phases are broken into a north and south sub phase. The Town has received the proposed Guaranteed Maximum Price Contract from Burkhardt Construction Inc. (BCI) and is presently negotiating the final contract. Staff expects to ask for Town Council approval of the Phase 4 Construction GMP award at the December 8 Town Council meeting. As part of the construction of each phase, the Town also awards a construction phase services work order. Kimley Horn submitted the proposal for Phase 4 North Construction Phase Services November 18, 2020. This work order will be presented to Town Council at the December 8 meeting in conjunction with the Phase 4 North Construction approval.

I have reviewed the attached proposal based on the following criteria:

1. Are the rates consistent with the approved rates?
2. Is the overall budget of the proposal within budget as estimated in the master plan or the updated opinion of cost from November 2019?
3. Are the hours proposed for the work to be completed consistent with the scope of work and are the hours reasonable?

Per the master contract agreement Kimley Horn is allowed to increase rates each year. This fiscal year Kimley did not choose to request a rate increase and has held the rates associated with the proposal to the approved rates from 2019. The proposal for the construction phase services for Phase 4 North is consistent with the budget that was presented to Town Council in November 2019. The level of effort and hours proposed is consistent with construction schedule as presented in the Phase 4 North GMP.

My review of the attached proposal finds that they meet the above mentioned criteria. I recommend approval of the proposals.



November 18, 2020

Dean Mealy, II CPPO
Town of Palm Beach – Purchasing Division
951 Okeechobee Road, Suite 'D'
West Palm Beach, FL 33401

RE: *Town-Wide Undergrounding of Utilities Program: Phase 4 North Construction Phase Services*

Dear Dean,

The Kimley-Horn and Associates, Inc. team (Kimley-Horn) is pleased to submit this proposal to the Town of Palm Beach ("TOWN") for providing engineering services related to the Phase 4 North construction phase for the Town-Wide Undergrounding of Utilities Program. Our project understanding, scope of services, schedule, and fee follow.

Project Understanding

The design phase of Phase 4 North is nearing completion and the Town's Construction Manager is currently preparing the Guaranteed Maximum Price. The Town has requested that Kimley-Horn perform construction phase engineering services to support the Town during the construction of the undergrounding.

It is understood that work is anticipated to begin in January 2021. This sub-phase is located between Via Marila and La Puerta Way.

It is understood that FPL, AT&T, and Comcast all have facilities on utility poles to varying degrees. These poles are generally located in rear-lot easements or in the public right-of-way. New underground infrastructure will be installed within the road rights-of-way and in new front-lot easements. Once the new facilities have been installed, activated, and the services cut over, the rear-lot poles and wires will be removed.

Based on this understanding, our detailed scope of services is provided below.

Scope of Services

Kimley-Horn will perform the following services during construction. A more detailed description of each of the bulleted services follows later in this proposal.

- Pre-Construction Meeting attendance
- Bi-weekly progress meeting attendance for the 18-month construction duration (up to 39 meetings)
- Utility coordination meeting attendance (FPL, AT&T, Comcast, FPU) during the construction duration (up to 4 meetings)

- Visits to the site including field reports and photographs (approximately 2-3 times per week during conduit/equipment installation and 1-2 times per week during demolition, up to 169 visits)
- Clarifications and interpretations
- Change order review
- Shop drawing review / review of proposed substitutions
- Review of testing lab reports
- Payment application review
- Substantial completion walk-through and punch list development
- Final acceptance walk-through / close-out documentation
- Record drawing review

The following is a more detailed description of the services that will be performed.

Pre-Construction Conference. Kimley-Horn will attend a Pre-Construction Conference prior to commencement of Work at the Site.

Visits to Site and Observation of Construction. Kimley-Horn will make the limited number of visits as described above in order to observe the progress of the Work. Such visits and observations by Kimley-Horn are not intended to be exhaustive or to extend to every aspect of Contractor's work. Observations are to be limited to spot checking, selective measurement, and similar methods of general observation. Based on information obtained during such visits, Kimley-Horn will evaluate whether Contractor's work is generally proceeding in accordance with the Contract Documents, and Kimley-Horn will keep the Town informed of the general progress of the Work.

Kimley-Horn shall not, during such visits or as a result of such observations, supervise, direct, or have control over Contractor's work, nor shall Kimley-Horn have authority over or responsibility for the means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction selected by Contractor, for safety precautions and programs incident to Contractor's work, nor for any failure of Contractor to comply with applicable laws and regulations. Kimley-Horn neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

Recommendations with Respect to Defective Work. Kimley-Horn will recommend to the Town that Contractor's work be disapproved and rejected while it is in progress if, on the basis of such observations, Kimley-Horn believes that such work will not produce a completed Project that conforms generally to Contract Documents.

Clarifications and Interpretations. Kimley-Horn will respond to reasonable and appropriate Contractor requests for information and issue necessary clarifications and interpretations of the Contract Documents to the Town as appropriate to the orderly completion of Contractor's work. Any orders authorizing variations from the Contract Documents will be made by the Town.

Change Orders. Kimley-Horn may recommend Change Orders to the Town, and will review and make recommendations related to Change Orders submitted or proposed by the Contractor.

Shop Drawings and Samples. Kimley-Horn will review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction or to related safety precautions and programs.

Inspections and Tests. Kimley-Horn may require special inspections or tests of Contractor's work as Kimley-Horn deems appropriate, and may receive and review certificates of inspections within Kimley-Horn's area of responsibility or of tests and approvals required by laws and regulations or the Contract Documents. Kimley-Horn's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. Kimley-Horn shall be entitled to rely on the results of such tests and the facts being certified.

Disagreements between Town and Contractor. Kimley-Horn will, if requested by the Town, render written decision on all claims of the Town and Contractor relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the progress of Contractor's work. In rendering such decisions, Kimley-Horn shall be fair and not show partiality to the Town or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.

Applications for Payment. Based on its observations and on review of applications for payment and accompanying supporting documentation, Kimley-Horn will determine the amounts that Kimley-Horn recommends Contractor be paid. Such recommendations will be based on Kimley-Horn's knowledge, information and belief, and will state whether in Kimley-Horn's opinion Contractor's work has progressed to the point indicated, subject to any qualifications stated in the recommendation. In the case of unit price work, Kimley-Horn's recommendations of payment will include determinations of quantities and classifications of Contractor's work, based on observations and measurements of quantities provided with pay requests. Kimley-Horn's recommendations will not be a representation that its observations to check Contractor's work have been exhaustive, extended to every aspect of Contractor's work, or involved detailed inspections.

Substantial Completion. Kimley-Horn will, promptly after notice from Contractor that it considers the entire Work ready for its intended use, in company with the Town and Contractor, conduct a site visit to determine if the Work is substantially complete. Work will be considered substantially complete following satisfactory completion of all items with the exception of those identified on a final punch list. If after considering any objections of the Town, Kimley-Horn considers the Work substantially complete, Kimley-Horn will notify the Town and Contractor.

Final Notice of Acceptability of the Work. Kimley-Horn will conduct a final site visit with the Town to determine if the completed Work of Contractor is generally in accordance with the Contract Documents and the final punch list so that Kimley-Horn may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Kimley-Horn shall also provide a notice that the Work is generally in accordance with the Contract Documents to the best of Kimley-Horn's knowledge, information, and belief based on the extent of its services and based upon information provided to Kimley-Horn upon which it is entitled to rely. If the work is found to be in general accordance with the Contract Documents, Kimley-Horn will also prepare and submit applicable permit certifications for those permits that were issued for the project.

Additional Services

Any services not specifically provided for in the above scope, as well as any changes in the scope requested by the Town or extensions to the project schedule noted below, will be considered additional services and will be performed based on proposals approved prior to performance of the additional services.

Information and Services Provided by the Town

The following information and services shall be provided to Kimley-Horn by the Town:

- Access to the project area

Schedule

Kimley-Horn will perform the scope of services above as expeditiously as practical to meet a mutually agreed upon schedule. It is anticipated that services will begin in January 2021. Construction is expected to be complete in June 2022 per the Construction Manager's proposed schedule. Fees for engineering services are based on these durations. Services performed beyond these durations will be considered additional services.

Fee and Billing

Kimley-Horn will perform the scope of services, excluding meetings, for the total lump sum fee listed below. All permitting, application, and similar project fees will be paid directly by the Client. Lump sum fee will be invoiced monthly based upon the overall percentage of services performed.

Construction Phase Services	\$278,967
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Kimley-Horn will attend meetings on a labor fee plus expense basis with the estimated labor and expense fee shown below. Kimley-Horn will not exceed the total maximum labor and expense fee shown without authorization from the Client.

Meetings	\$ 45,342
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Closure

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the terms and conditions in the Master Professional Services Agreement between the Town of Palm Beach and Kimley-Horn and Associates, Inc., Professional Engineering Services for the Town-Wide Undergrounding of Utilities Program RFQ No. 2016-07, which are incorporated by reference. As used in the Agreement, the term "CONSULTANT" shall refer to Kimley-Horn and Associates, Inc., and the term "TOWN" shall refer to The Town of Palm Beach.

If you concur in all the foregoing and wish to direct us to proceed with the services, please notify us by providing a purchase order for the scope and fee described above.

We appreciate the opportunity to provide these services to you. Please contact me at (561) 840-0820 or kevin.schanen@kimley-horn.com should you have any questions.

Sincerely,
KIMLEY-HORN AND ASSOCIATES, INC.



By: Kevin Schanen, P.E.
Senior Vice President

Attachment

K:\WPB_Civil\General\JohnsonBrett\Marketing\Proposals\PalmBeachTownOf2020_0918_Phase4NCA\2020_1118_Agreement.docx

TOWN OF PALM BEACH

Town Council Meeting on: December 8, 2020

Section of Agenda

Regular Agenda - Old Business

Agenda Title

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

Presenter

Wayne Bergman, Director of Planning, Zoning and Building

ATTACHMENTS:

- ▣ **Memorandum dated November 20, 2020, from Wayne Bergman, Director of Planning, Zoning and Building**
- ▣ **Draft Ordinance on Supplemental Off-Site Shared Parking**

TOWN OF PALM BEACH

Information for Town Council Meeting on: December 8, 2020

To: Mayor and Town Council

Via: Kirk Blouin, Town Manager

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

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

Date: November 20, 2020

STAFF RECOMMENDATION

Staff recommends that the Town Council consider the Business and Administrative Committee's recommendation to proceed to adopt the attached draft ordinance approving supplemental off-site shared parking within underground parking garages in the C-WA, C-TS and C-OPI Commercial Zoning Districts.

BACKGROUND

The Town Council authorized staff to work with the Planning and Zoning Commission to review existing zoning requirements related to supplemental off-site shared parking to provide more flexibility to utilize existing parking lots.

Staff worked on proposed modifications to Chapter 134, Zoning, to address this zoning issue and presented them to the Planning and Zoning Commission at meetings on June 16, 2020, July 21, 2020 and August 18, 2020. The Commission, after lengthy discussion, made a recommendation to the Town Council to allow supplemental off-site shared parking within underground parking garages as a permitted use in the C-TS, C-WA and C-OPI Commercial Zoning Districts. The proviso was that said parking could not exceed 33 percent of the parking inventory within the underground garage; and that the provision would sunset three years after effective date of the ordinance unless the Council decided to extend or modify these zoning changes. The thought was to proceed cautiously and re-evaluate three years after implementation.

The Town Council considered these proposed zoning changes at its October 14, 2020 Council meeting and after discussion referred this issue to the Business and Administrative Committee to evaluate. On November 3, 2020, the Committee met, and after deliberation on the matter, concluded that the Planning and Zoning Commission recommendation was a cautious but

positive step to take advantage of some of the underutilized parking inventory throughout the Town. The proposal allows the use of more off-street parking throughout those commercially zoned areas in a method that does not negatively impact adjacent residential neighborhoods. The Committee directed Staff to prepare the attached draft ordinance and is recommending that the Town Council pursue these zoning text amendments at its December 8, 2020 Council meeting.

cc: Jay Boodheshwar, Deputy Town Manager
Planning and Zoning Commission
John C. Randolph, Town Attorney
Paul W. Castro, AICP, Zoning Manager

ORDINANCE NO. -2020

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, AMENDING THE TOWN CODE OF ORDINANCES AT CHAPTER 134, ZONING, AS FOLLOWS: AT ARTICLE I, IN GENERAL, SECTION 134-2, AMENDING THE DEFINITION OF SUPPLEMENTAL PARKING TO ALLOW SUPPLEMENTAL OFF-SITE SHARED PARKING IN UNDERGROUND GARAGES WITHOUT THE REQUIREMENT OF FIRST MEETING ALL ON-SITE REQUIRED PARKING; AT ARTICLE VI, DISTRICT REGULATIONS, SECTIONS 134-1107, 134-1157 AND 134-1207, PERMITTED USES, IN THE C-TS, C-WA AND C-OPI COMMERCIAL ZONING DISTRICT TO ALLOW SUPPLEMENTAL OFF-SITE SHARED PARKING IN AN UNDERGROUND PARKING GARAGE AS A PERMITTED USE PROVIDED THAT SAID PARKING DOES NOT EXCEED 33 PERCENT OF THE PARKING INVENTORY IN AN UNDERGROUND GARAGE AND PROVIDING A SUNSETTING PROVISION FOR SAID USE IN THOSE DISTRICTS ON MARCH 13, 2024, UNLESS EXTENDED OR MODIFIED BY THE TOWN COUNCIL; AT ARTICLE VI, DISTRICT REGULATIONS, SECTIONS 134-1109, 134-1159 AND 134-102, SPECIAL EXCEPTION USES TO CROSS REFERENCE THE SUPPLEMENTAL PARKING REGULATIONS IN SECTIONS 134-2177 AND 134-2182, AT ARTICLE IX, OFF-STREET PARKING AND LOADING; SECTION 134-2177 LOCATION OF PARKING SPACES, AND SECTION 134-2182, LOCATION OF PARKING SPACES, BY ALLOWING OFF-SITE SUPPLEMENTAL PARKING IN AN UNDERGROUND PARKING GARAGE AS A PERMITTED USE IN THE C-WA, C-TS AND C-OPI ZONING DISTRICTS AND SUNSETTING THE PROVISIONS IN THIS ORDINANCE ON MARCH 13, 2024, UNLESS EXTENDED OR MODIFIED BY THE TOWN COUNCIL; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT; PROVIDING FOR CODIFICATION; PROVIDING AN EFFECTIVE DATE.

WHEREAS, after public hearings pursuant to notice required by law, the Planning and Zoning Commission considered all testimony and recommended modification to the Code of Ordinances; and

WHEREAS, after public hearing pursuant to notice required by law, the Town Council considered the Planning and Zoning Commission's Record and Report and all evidence and testimony and as the Local Planning Agency recommended that the Town Council adopt the subject Ordinance; and

WHEREAS, after public hearing pursuant to notice as required by law, the Town Council does hereby find, determine, and declare that the public health, safety, morals and general welfare of the citizens of the Town of Palm Beach requires that the aforesaid Chapter 134, ZONING, of the Code of Ordinances, be amended as hereinafter set forth.

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

Section 1. Article I, IN GENERAL, Sec. 134-2. Definitions and rules of construction is hereby amended to read as follows:

Sec. 134-2. Definitions and rules of construction.

...

Parking, supplemental means those parking facilities provided as a permitted or special exception and which are in addition to existing required parking as set forth in the schedule of off-street parking requirements. Supplemental off-site parking in an underground garage that is a permitted use in the C-TS, C-WA and C-OPI zoning districts is not required to be parking that is in addition to what is required in the schedule of off-street parking requirements in the Code.

Section 2. Article VI, DISTRICT REGULATIONS, Section 134-1107, Permitted uses, in the C-TS zoning district is hereby amended to read as follows:

Sec. 134-1107. - Permitted uses.

- (a) Enumeration; maximum gross leasable area. The permitted uses in the C-TS town-serving commercial district, with a maximum of 3,000 square feet gross leasable area (GLA), are as follows:

- (1) ...

- ...

- (10) Supplemental off-site shared parking within an underground parking garage to not exceeding 33 percent of the garage parking inventory. This use will sunset on March 13, 2024, unless extended or modified by town council.

Section 3. Article VI, DISTRICT REGULATIONS, Section 134-1109, Special exception uses, in the C-TS zoning district is hereby amended to read as follows:

Sec. 134-1109. - Special exception uses.

- (a) The special exception uses require a site plan review as provided in article III of this chapter. The special exception uses in the C-TS town-serving commercial district are as follows:

- (1) ...

- ...

- (7) Supplemental parking per Secs. 134-2177 and 134-2182.

- ...

Section 4. Article VI, DISTRICT REGULATIONS, Section 134-1157, Permitted uses, in the C-WA zoning district is hereby amended to read as follows:

Sec. 134-1157. - Permitted uses.

- (a) Enumeration; maximum gross leasable area. The permitted uses in the C-WA Worth Avenue commercial district, with a maximum of 4,000 square feet gross leasable area (GLA), are as follows:

(1) ...

...

(32) Supplemental off-site shared parking within an underground parking garage to not exceed 33 percent of the garage inventory. This use will sunset on March 13, 2024, unless extended or modified by town council.

...

Section 5. Article VI, DISTRICT REGULATIONS, Section 134-1159, Special exception uses, in the C-WA Worth Avenue commercial zoning district is hereby amended to read as follows:

Sec. 134-1159. - Special exception uses.

- (a) The special exception uses require a site plan review as provided in article III of this chapter. The special exception uses in the C-WA Worth Avenue district are as follows:

(1) ...

...

(6) Supplemental parking per Secs. 134-2177 and 134-2182.

...

Section 6. Article VI, DISTRICT REGULATIONS, Section 134-1207 Permitted uses., in the C-OPI, Office, Professional and Institutional district is hereby amended to read as follows:

Sec. 134-1207 Permitted uses.

The permitted uses in the C-OPI office, professional and institutional district are as follows:

(1) ...

...

(8) Supplemental off-site shared parking within an underground parking garage to not exceed 33 percent of the garage parking inventory. This use will sunset on March 13, 2024, unless extended or modified by town council.

Section 7. Article VI, DISTRICT REGULATIONS, Section 134-1209, Special exception uses, in the C-OPI Office Professional and Institutional commercial zoning district is hereby amended to read as follows:

Sec. 134-1209. - Special exception uses.

The special exception uses require a site plan review as provided in article III of this chapter. The special exception uses in the C-OPI office professional and institutional district are as follows:

- (1) ...
- ...
- (5) Supplemental parking per Secs. 134-2177 and 134-2182.
- ...

Section 8. Article VI, DISTRICT REGULATIONS, Section 134-1259, Special exception uses in the C-PC Planned Center commercial district is hereby amended to read as follows:

Sec. 134-1259. - Special exception uses.

(a) The special exception uses require a site plan review as provided in article III of this chapter. The special exception uses in the C-PC planned center district are as follows:

- (1)...
- ...
- (5) Supplemental parking per Secs. 134-2177 and 134-2182.
- ...

Section 9. Article IX, OFF-STREET PARKING AND LOADING [14], Sec. 134-2177, Location of parking spaces is hereby amended to read as follows:

Sec. 134-2177. Location of parking spaces.

Parking spaces for all uses or structures which are provided as required parking in conformance with the schedule of off-street parking and other applicable sections shall be located on the same lot and shall have the same district classification as the principal use or structure they are intended to serve, except as specifically excepted as follows:

- (1) The town council may permit, as a special exception, the establishment of such required off-street parking facilities for commercial uses within 500 feet of the premises, as measured along the nearest public or permanent private pedestrian walkway they are intended to serve when:
 - a. Practical difficulties prevent the placing of the facilities on the same lot as the premises they are designed to serve;
 - b. The proposed location is located within the same zoning district as the principal use it is designated to serve;
 - c. The owner of the parking area shall enter into a written agreement with the town, with enforcement running to the town, providing that the land comprising the parking area shall never be disposed of except in conjunction with the sale of the building which the parking area serves so long as the facilities are required; and

d. The owner agrees to bear the expense of recording the agreement and agrees that the agreement shall bind his heirs, successors and assigns. The written agreement shall be voided by the town if other off-street facilities are provided in accordance with this chapter.

(2) The town council may permit, as a special exception, the establishment of supplemental off-street facilities which are in addition to those facilities required in accordance with the schedule of off-street parking for a permitted or approved special exception use. Such supplemental off-street parking facilities may be permitted only after the required parking for the principal use involved has been provided in full at current standards as contained in the schedule. This additional parking may be supplemental parking located on the same lot or supplemental off-site parking located on a directly adjoining lot or a lot which would be directly adjoining except for the location of a street or public way; provided, however, that all other provisions for special exceptions as set forth in sections 134-227 through 134-233 are complied with and, further, that the granting of such supplemental on-site or supplemental off-site parking is not construed as permission to expand, enlarge, alter, renovate, or modify the use of structure except in accordance with the requirements of this chapter. The exception is that supplemental off-site shared parking within an underground parking garage is exempt from this section of the Code.

(3) The town council may permit, as a special exception, the establishment of required off-street parking facilities for commercial uses in zoning districts differing from the district of the principal uses of structures they are intended to serve if the following conditions are met:

a. The owner of the parking area shall enter into a written agreement with the town with enforcement running to the town providing that the land comprising the parking area shall never be disposed of except in conjunction with the sale of the buildings with which the parking area serves so long as the facilities are required.

b. The owner of the parking area shall agree to bear the expense of recording the agreement, and agrees that the agreement shall bind his heirs, successors and assigns. The written agreement shall be voided by the town if other off-street facilities are provided in accordance with this chapter.

c. The parking area shall have been used as a parking area for the entirety of each of the five calendar years immediately preceding the application for special exception.

d. The parking area shall abut the property on which is situated the principal structure for which it is to furnish the required off-street parking.

e. The provisions for special exceptions as set forth in sections 134-227 through 134-233 are complied with.

f. The said parking area shall be located at ground level or below ground level and shall not be located within any structure above ground.

Section 10. Article IX, OFF-STREET PARKING AND LOADING [14], Sec. 134-2182, Location of parking spaces, is hereby amended to read as follows:

Sec. 134-2182. - Shared parking in C-TS, C-WA and C-OPI commercial zoning districts.

(a) Off-site supplemental shared parking within an underground garage is permitted by right in the C-TS, C-WA and C-OPI zoning districts without the requirement of first providing all required parking.

However, said shared parking shall not exceed 33 per cent of the existing parking inventory in said underground garage.

(b) Special exception. Although there is no entitlement to shared parking, arrangements for shared parking may be allowed in the CT-S, C-WA and C-OPI commercial zoning districts, subject to the review and approval of a special exception as set forth under sections 134-227 through 134-233 and under the circumstances provided in this section.

(bc) On-site shared parking. When a new use is proposed to occupy existing floor space and the new use would require a greater number of parking spaces than required by the former use, the new use may request sharing of on-site parking to meet the town's off-street parking requirements, provided:

- (1) A traffic planner or traffic engineer clearly establishes to the town council, at the applicant's expense, that:
 - a. All uses utilizing the existing parking facilities will primarily utilize these parking spaces at different times of the day, week, month or year;
 - b. The sharing of such parking spaces will not result in conflicting or overlapping usage of the parking facilities; and
 - c. The available parking will be adequate to serve the needs of the proposed use.
- (2) If the building official determines that professional advice and/or consultation is required to review the applicant's parking findings, the expense of such professional advice shall be borne by the applicant.
- (3) The applicant provides to the town, at the applicant's expense, a recorded three-party agreement, including the town as one of the parties, with enforcement running to the town, guaranteeing the continuing availability of the shared parking spaces during the period of operation of the applicant's use. The term of the agreement shall approximate the life of the building or use for which the shared parking spaces fulfill the town's off-street parking requirement. If the shared parking ever ceases to be available or becomes inadequate due to a change in the uses' respective schedules of operation that results in conflicting or overlapping usage, the proposed use shall be required to obtain a new occupancy permit and provide proof that sufficient parking will be provided or shall be required to immediately reduce the intensity of the use served to the extent that it will be conforming to the town's off-street parking requirements.

(ed)Supplemental off-site shared parking. With the exception of underground shared parking that is a permitted use in the C-TS, C-WA and C-OPI zoning district, A a conforming use may lease to another existing conforming use the former's required or supplemental parking spaces for use by patrons or employees of the latter, provided:

- (1) The area to be used for off-site shared parking shall be in the C-TS, C-WA, C-PC or C-OPI zoning district, and, except for shared parking within a parking garage or underground/underbuilding parking area, any area used for off-site shared

parking shall be accessible only to and used by parking attendants and shall have controlled access in the form of gates or other barriers acceptable to the town that can be accessed and used only by parking attendants.

- (2) Off-site shared parking shall be located no more than 500 feet from the use the off-site shared parking is intended to serve.
- (3) The applicant shall provide evidence which shall prove to the satisfaction of the town council that the off-site shared parking use shall not increase noise, light or traffic impacts upon neighboring residential districts.
- (4) A traffic planner or traffic engineer establishes to the satisfaction of the town council, at the applicant's expense, that all other establishments using the existing parking spaces will primarily utilize these spaces at different times of the day, week, month or year from that of the applicant's use, and that the sharing of such parking spaces will not result in conflicting or overlapping usage of the parking facilities.
- (5) If the director of planning, zoning and building department should determine that professional advice and/or consultant is required to review the applicant's parking findings, the expense of such professional advice shall be borne by the applicant pursuant to sections 134-171 and 134-172.
- (6) Off-site shared parking shall only be supplemental, and such parking shall not be used to meet required parking for new construction or expansion or addition to existing floor area.
- (7) The town may impose such additional conditions that it deems necessary to minimize noise, light and traffic impacts upon neighboring residential districts.
- (8) The approval shall initially be limited to a period of six months, whereupon a subsequent review shall be made at a public hearing of the town council at which the interim approval may be renewed, modified or revoked.
- (9) The provisions in Sec. 134-2177 and 134 2182 related to supplemental off-site shared parking in an underground garage as a permitted use in the C-WA, C-TS and C-OPI zoning district will sunset on March 13, 2024 unless extended or modified by the town council.

Section 11. Severability.

If any provision of this Ordinance or the application thereof is held invalid, such invalidity shall not affect the other provisions or applications of this Ordinance which can be given effect without the

invalid provisions or applications, and to this end the provisions of this Ordinance are hereby declared severable.

Section 12. Repeal of Ordinances in Conflict.

All other ordinances of the Town of Palm Beach, Florida, or parts thereof which conflict with this or any part of this Ordinance are hereby repealed.

Section 13. Codification.

This Ordinance shall be codified and made a part of the official Code of Ordinances of the Town of Palm Beach.

Section 14. Effective Date.

This Ordinance shall take effect thirty-one days after its adoption, as provided by law.

PASSED AND ADOPTED in a regular, adjourned session of the Town Council of the Town of Palm Beach on first reading this ____ day of ____, 2021, second reading and final adoption on this ____ day of ____, 2021.

Gail L. Coniglio, Mayor

Margret A. Zeidman, Town Council President

Bobbie Lindsay, Council President Pro Tem

Julie Araskog, Town Council Member

ATTEST:

Danielle H. Moore, Town Council Member

Queenester Nieves, Town Clerk

Lewis S.W. Crampton, Town Council Member

TOWN OF PALM BEACH

Town Council Meeting on: December 8, 2020

Section of Agenda

Regular Agenda - Old Business

Agenda Title

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

Presenter

Jay Boodheshwar, Deputy Town Manager

ATTACHMENTS:

- ▣ **Memorandum Dated December 3, 2020, from Jay Boodheshwar, Deputy Town Manager**
- ▣ **Memoranda from Wayne Bergman, H. Paul Brazil and Carolyn Stone**
- ▣ **Original Staff Recommendations**
- ▣ **Establishing Ordinances**

TOWN OF PALM BEACH

Information for Town Council Meeting on: December 8, 2020

To: Mayor and Town Council

Via: Kirk Blouin, Town Manager

From: Jay Boodheshwar, Deputy Town Manager

Re: Review of Boards and Commissions, Relative to Total Members and Ratio of Regular and Alternate Positions

Date: December 3, 2020

STAFF RECOMMENDATION

Staff recommends the Mayor and Town Council review the previously provided staff recommendations as well as the input received from the affected boards and commission, relative to the total number of members and the ratio of regular and alternate positions on the Town's various boards and commissions, and provide direction as necessary.

GENERAL INFORMATION

At the November 10, 2020, Town Council meeting, staff provided an overview of its assessment and recommendations for modifying the quantity and make-up of certain boards and commissions, to include ARCOM, Landmarks Preservation Commission, Planning & Zoning Commission, Shore Protection Board, and the Recreation Advisory Commission.

Included in your back-up is staff's original recommendations for board/commission size reductions, as well as the related sections of the Town Code which established said bodies. Also included are memos from the facilitating department directors for the boards and commissions in question, summarizing the feedback received at their last meetings. Below is a quick at-a-glance, comparing board/commission make-up (current, staff recommendation, majority board/commission preference, and current number of vacancies).

Architectural Commission (ARCOM)

Current Make-up:	10 members (7 regular and 3 alternates)
Current Vacancies:	0 vacancies
Staff Recommendation:	7 members (5 regular and 2 alternates)
Commission Preference:	NO CHANGE

Landmarks Preservation Commission

Current Make-up: 10 members (7 regular and 3 alternates)
Current Vacancies: 0 vacancies
Staff Recommendation: 7 members (5 regular and 2 alternates)
Commission Preference: NO CHANGE

Planning & Zoning Commission

Current Make-up: 10 members (7 regular and 3 alternates)
Current Vacancies: 2 alternates
Staff Recommendation: 7 members (5 regular and 2 alternates)
Commission Preference: NO CHANGE

Recreation Advisory Commission

Current Make-up: 10 members (7 regular and 3 alternates)
Current Vacancies: 1 regular and 1 alternate
Staff Recommendation: 7 members (7 regular and 0 alternates)
Commission Preference: 7 members (7 regular and 0 alternates)

Shore Protection Board

Current Make-up: 10 members (7 regular and 3 alternates)
Current Vacancies: 2 regular and 1 alternate
Staff Recommendation: 5 members (5 regular and 0 alternates)
Board Preference: 7 members (7 regular and 0 alternates)

If Council desires to reduce board/commission sizes, code modifications would be required so staff will need to work with the Town Attorney to prepare applicable ordinances for consideration at a future Town Council meeting to effectuate any desired changes.

Attachments

cc: ARCOM
Landmarks Preservation Commission
Planning and Zoning Commission
Recreation Advisory Commission
Shore Protection Board
John C. Randolph, Town Attorney
Department Directors

TOWN OF PALM BEACH

Information for Town Council Meeting on: December 8, 2020

To: Jay Boodheshwar, Deputy Town Manager

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

Re: Commission Size Discussion with Arcom, LPC and PZC Members

Date: November 24, 2020

GENERAL INFORMATION

As requested, staff discussed the Commission size with all members of the Planning & Zoning, Landmarks preservation, and Architectural Review Commissions. The staff-prepared backup was provided to the members prior to their public meetings the week of November 16, 2020. During their public meetings, staff asked if the Commission members felt that the current size of their respective Commissions were appropriate at seven (7) members and with three (3) alternate members. Staff further inquired of the members if they felt a smaller Commission would provide for more effective and efficient meetings. The members were asked to provide their thoughts on the current and future Commission sizes. Their feedback is listed below:

Planning & Zoning Commission – Tuesday, November 17, 2020

Four members provided feedback on the issue. All four felt that having seven (7) voting members and three (3) alternates on the PZC was the right size. Vice Chair Richard Kleid stated that seven voting members provided a wide variety of thought. Rick Pollock said seven voting members was good, but nothing more. Alternate Marilyn Beuttenmuller said nothing less than seven voting members. Chair Michael Ainslie said anything less than seven voting members would be less representative.

Landmark Preservation Commission – Wednesday, November 18, 2020

Seven members provided feedback on the issue. Vice Chair Sue Patterson likes the current make up of seven voting members with three alternates and feels the current size, or smaller, would be best. Kim Coleman favored the quality of the members over the quantity of members, and said she is in favor of a smaller group. Alternate Brittain Damgard felt that seven voting members with three alternates was the right number of members. Anne Fairfax is in favor of keeping the current Commission size [of seven voting members] and she said having three architects on the current Commission is helpful, since architects are always faced with conflicts of interest in the various applications. Alternate Anne Metzger believes seven voting members and three alternates is a good size and that virtual meetings could be more efficient if there was a way for the Chairman to see all of the Commissioners and therefore would only call on those Commissioners that raised

their hands to speak. Patrick Seagraves likes the seven voting member and three alternate makeup and said there could be voting problems with a smaller group. Alternate Fernando Wong said seven voting members was the right number. Chairman Rene Silvin said if efficiency is the issue, then the Town Council should “handle” any problematic Commissioner.

Architectural Review Commission – Friday, November 20, 2020

All ten members provided feedback on the issue. Chairman Michael Small said seven voting members with three alternates was correct, “if is not broke, don’t fix it”. Vice Chair Robert Garrison said seven voting members with three alternates was the correct number and Arcom’s diversity of opinions is its strength. Alexander Ives said seven voting members with three alternates is correct and provides good diversity of opinion. He also said having the two architects is critical. Maisie Grace is okay with having the ten members [seven voting members and three alternates] and the size of the Commission provides good diversity. She mentioned a concern with the term of the architects, and maybe in changing their term to minimize the conflicts of interest. John David Corey said that although he initially thought five voting members with two alternates (proposed by staff to the Town Council) was a good change, he now feels that having all ten members is a good makeup of the Commission. Betsy Shiverick said ten total members is great and all current members are committed to do their job. Jeff Smith likes having seven voting members but said that two alternates would be sufficient. Alternate Katherine Catlin likes seven voting members and three alternates. Alternate Dan Floersheimer said the requested meeting efficiency could be gained by requiring shorter presentation time for applicants and limiting time to speak. Alternate Edward Cooney said he understands the shift to smaller boards. He also pointed out alternates are training to be full members and they generally have a long “learning curve”.

The metrics of this study are as follows:

Number of Commissioner asked to provide feedback – 29

Number of Commissioners that provided feedback – 22

Number of Commissioners that find the current makeup of their Commission (7 full members / 3 alternates) represents the correct size – 18

Number of Commissioners that would be in favor of less members on their Commission – 4

Number of Commissioners that offered possible ways to improve efficiency without changing the Commission size - 5

WRB

TOWN OF PALM BEACH

Information for Town Council Meeting on: December 8, 2020

To: Jay Boodheshwar, Deputy Town Manager

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

Re: Board Member Size Discussion with Shore Protection Board

Date: November 25, 2020

GENERAL INFORMATION

As requested, staff discussed the board size with the Shore Protection Board during their November 12, 2020 meeting. Public Works staff emailed the backup prepared for the November 10, 2020 Town Council meeting to each Shore Protection Board member on November 9, 2020. During the Shore Protection Board meeting, a discussion item was added to the end of the agenda and each member provided input.

The current Shore Protection Board is comprised of seven (7) regular members and three (3) alternate members. Of the seven (7) regular members, two (2) members have expiring terms in December 2020. These members, Chairperson Llywd Ecclestone and Vice-Chairperson Lewis Katz, have been on the board since December 2008. One (1) of the three (3) alternate positions is currently vacant.

The Shore Protection Board unanimously recommended to the Town Council that the board remain comprised of seven (7) regular members, but be reduced from three (3) to zero (0) alternate members. With the departures of both Mr. Ecclestone and Mr. Katz, the board recommended that Vladimir Rapoport and Erick Reickert be promoted to regular members. Should this arrangement be acceptable to the Town Council, the following Shore Protection Board membership for 2021 would be as follows: Kane Baker, Warren Belmar, Melissa Ceriale, James Gavigan, Reuben Johnson, Vladimir Rapoport, and Erick Reickert.

The Shore Protection Board feels that there is value to their participation as representatives for the various reaches in the Town and suggests that Town Council consider an applicant's location of residence in Town when appointing them to the board. This recommendation is intended to ensure representation of the geographic diversity of Town's residents when this advisory body is providing recommendations to Town Council.

cc. Shore Protection Board
Patricia Strayer, P.E., Town Engineer
Robert Weber, Coastal Program Manager

TOWN OF PALM BEACH

Information for Town Council Meeting on: December 8, 2020

To: Jay Boodheshwar, Deputy Town Manager

From: Carolyn S. Stone, Director of Business Development and Operations

Re: Board Member Size Discussion with Recreation Advisory Commission

Date: December 3, 2020

GENERAL INFORMATION

As requested by Town Council, staff discussed the board size with the Recreation Advisory Commission during their December 3, 2020 meeting. The Recreation Department staff had this included on the agenda and provided an overview during the meeting.

The current Recreation Advisory Commission is comprised of seven (7) regular members and three (3) alternate members. Of the seven (7) regular members, two member's terms expire in April 2021 and one member has resigned with an effective date of December 30, 2020. One (1) of the three (3) alternate positions is currently vacant. This would put the member count at four (4) regular members and two (2) alternates as of April 2021. This would call for advertising one opening on the Commission which would take the board to seven (7) regular members.

RECOMMENDATION

The Recreation Advisory Commission unanimously recommended to the Town Council that the board remain comprised of seven (7) regular members, but be reduced from three (3) to zero (0) alternate members as the alternate members move to regular membership.

The Recreation Advisory Commission brings value to the staff most effectively when members are selected with diverse interests in the various department units (adult and youth enrichment programs, tennis, and golf) as well as a strong belief that the Town's recreational amenities are essential for a thriving and healthy community.

cc. Recreation Advisory Commission
Rod Gardiner, Assistant Director
Michelle Pallante, Administrative Assistant

Boards and Commissions - Comparisons and Recommendations

BOARDS AND COMMISSIONS	Town of Palm Beach (current)	Palm Beach Gardens	Jupiter	Wellington	Royal Palm Beach	Riviera Beach	Lake Worth Beach	West Palm Beach	Boynton Beach	Delray Beach	Boca Raton	Town of Palm Beach (proposed)	Code Change Required? Yes
ARCOM	10	N/A	N/A	7	N/A	N/A	N/A	N/A	N/A	N/A	N/A	7	
Regular Members	7											5	
Alternates	3											2	
Code Enforcement Board	9	Magistrate	Magistrate	Magistrate	Magistrate	Magistrate	Unknown	7	Unknown	9	Magistrate	No Change	N/A
Regular Members	7												
Alternates	2												
Investment Advisory Commission	5	N/A	N/A	N/A	N/A	N/A	7	N/A	N/A	N/A	N/A	No Change	N/A
Regular Members	5												
Alternates	0												
Landmark Preservation Commission	10	N/A	10	N/A	N/A	N/A	7	9	9	7	4	7	Yes
Regular Members	7											5	
Alternates	3											2	
Planning & Zoning Commission	10	9	7	7	7	7	7	8	9	6	7	7	Yes
Regular Members	7											5	
Alternates	3											2	
PERC	4	N/A	N/A	N/A	N/A	9	N/A	6	N/A	N/A	5	No Change	N/A
Regular Members	4												
Alternates	0												
Recreation Advisory Commission	10	8	N/A	7	8	7	7	9	9	N/A	7	7	Yes
Regular Members	7											7	
Alternates	3											0	
Retirement Board of Trustees	9	3	N/A	N/A	N/A	7	5	7	7	5	8	No Change	N/A
Regular Members	9												
Alternates	0												
Shore Protection Board	10	N/A	5	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	5	Yes
Regular Members	7											5	
Alternates	3											0	
Underground Utilities Task Force	8	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	No Change	N/A
Regular Members	7												
Alternates	1												
Total Members	85												68

Sec. 18-166. - Membership; appointment.

- (a) The architectural commission shall consist of seven members. At least two members, but not more than three members, of such commission shall be registered architects in the state. In the event there are in the discretion of the town council, no bona tide applicants who are registered architects in the State of Florida, the town may solicit and appoint architects registered outside the State of Florida to fill one of the architect seats. In addition to the two registered architects, one member of such commission shall be a landscape architect, if available. However, in the event a landscape architect is not available, then one member of such commission shall be a master gardener or someone with equivalent expertise in landscape.
- (b) The members of such commission shall be appointed by the town council, and the commission shall designate a chair and a vice-chair.

(Ord. No. 11-2015, § 1(Att.), 4-15-15; Ord. No. [07-2018](#), § 1, 6-12-18)

Sec. 18-171. - Alternate members.

The town council may, in its discretion, appoint three alternate members to the architectural commission, who shall serve when called upon by the chair of the commission in the absence of any regular member. Alternate members are required to attend all meetings of the commission and are subject to the same attendance requirements as regular members with the same provisions relating to excused absences being applicable. Alternate members shall not vote on any matter unless they are sitting to fill the position of a regular member of the commission who is absent or in the event of a conflict of interest; however, alternate members may participate in the discussion of matters coming before the commission whether they are sitting as voting members or not.

(Ord. No. 11-2015, § 1(Att.), 4-15-15)

Sec. 2-401. - Organization.

- (a) The town council shall appoint a seven-member **code enforcement board** and legal counsel for the board. The members shall have the qualifications and terms of office specified in this section.
- (b) Members of the enforcement board shall be residents of the town. Appointments shall be made by the town council on the basis of experience or interest in the fields of zoning and building control. The membership of the enforcement board shall, whenever possible, include:
 - (1) An architect.
 - (2) A businessperson.
 - (3) An engineer.
 - (4) A general contractor.
 - (5) A realtor.
 - (6) A subcontractor.
 - (7) A general member.

In consideration of the appointment of a general member, or if it is not possible to fill a selection from any of the other categories set forth above, the town council shall give consideration to the appointment of a member to the code enforcement board with experience in the field of public health.

- (c) In addition, the town council may appoint two alternate members for the purpose of serving in the absence of any of the board members specified above. The alternate members shall be appointed for a term of three years and shall serve in the absence of any regular member of the enforcement board. Alternate members may be appointed from the general public and need not be selected from any specific category of profession, but must be a resident of the town.

(Code 1982, § 2-177(a); Ord. No. 14-95, § 1(2-177(a)), 9-12-95; Ord. No. 15-99, § 1, 11-9-99)

State Law reference— Similar provisions, F.S. § 162.05(1)—(3).

Sec. 2-567. - **Investment advisory committee** created; appointments; terms; qualifications; advisory function; requirements; officers; procedure.

- (a) *Generally.* A committee of the town to be known as the "investment advisory committee" is hereby created; such committee to be composed of five members to be appointed by the town council. Three of such committee members shall hold office from the date of their appointment for a period of three years and two of such committee members shall hold office from the date of their appointment for two years. Thereafter, members of the investment advisory committee shall hold office for two year terms. Members of the committee shall be residents of the town and shall have prior fixed income investment experience. If a vacancy shall occur other than by the expiration of a term, it shall be filled by the town council for the unexpired term.
- (b) *Removal provisions; absences.* All members of the investment advisory committee serve at the pleasure of the town council and may be removed from the committee with or without cause. Members of the committee shall be automatically removed for lack of attendance. Lack of attendance shall be defined as a failure to attend two scheduled meetings in any 12-month period. Excused absence due to illness, a death in the family, religious holidays and requirements of legal process shall not constitute lack of attendance. The member shall notify the finance director in writing of the board member's intended absence at least seven business days prior to the regularly scheduled meeting. Failure to do so, absent an emergency which prevents timely notice, will cause the absence to be unexcused. Excused absences shall be entered into the minutes of the next regularly scheduled meeting of the committee after the absence. A member may petition the town council, in the event of extenuating circumstances, to excuse an absence otherwise not automatically excused pursuant to the provisions of this section.
- (c) *Conflicts of interest.* In the event of excessive conflicts of interest during any one calendar year, such committee member shall be automatically removed from the committee. Excessive conflicts of interest are defined as three or more conflicts of interest in any one calendar year. Continuing conflicts of interest on a single application, once declared, shall not be counted as additional conflicts of interest. This rule shall apply from the date of adoption to the end of the 2009 calendar year and shall be applicable, thereafter, on a calendar year basis.
- (d) *Related employment.* The town will not do business directly or indirectly with a committee member or a committee member's employer or business while they are serving on the committee and for at least two years after the member's term has expired.
- (e) *Frequency of meetings.* The committee shall hold at least four meetings per year and more if it is deemed necessary. The committee shall determine the dates on which it shall meet.
- (f) *Officers, rules of procedure.* The investment advisory committee shall elect a chairman and a vice chairman and may adopt procedures for the conduct of its meetings.

Three voting members of the committee shall constitute a quorum, however, the affirmative or negative vote of a majority of the entire membership of the committee shall be necessary for it to take action.

- (g) *Duties, obligations and functions.*
 - (1) The investment advisory committee shall act in an advisory capacity and shall make recommendations to the town council on matters relating to the town's investment policy. The investment advisory committee shall advise the director of finance on the investment of the town's surplus funds. All recommendations must be made within the constraints and limitations of F.S. § 218.415.
 - (2) The investment advisory committee shall also act as a citizens' oversight committee in regard to the one-cent sale surtax which, by law, commences on January 1, 2017. The committee, acting as a citizen oversight committee, shall serve to review the revenues and expenditures of surtax proceeds by the town; and shall provide annually, a report to the town council relating to same.

(Ord. No. 4-04, § 1, 3-9-04; Ord. No. 18-04, § 2, 10-1-04; Ord. No. 13-09, § 3, 7-14-09; Ord. No. 11-10, § 11, 7-13-10; Ord. No. 16-2011, § 3, 9-13-11; Ord. No. [05-2017](#), § 1, 2-14-17)

Sec. 54-36. - Created; appointment; qualifications; terms; compensation; filling vacancies; reappointment.

- (a) A **landmarks preservation commission** is created consisting of seven members. At least two members, but not more than three members, of such commission shall be registered architects in the state. In the event there are, in the discretion of the town council, no bona fide applicants who are registered architects in the state, the town may solicit and appoint architects registered outside the state to fill one of the architect seats. A majority of the members shall have, to the highest extent practicable, a special knowledge of and a known interest in landmarks preservation. Each member shall be a registered voter in the town, however, one member may be a non-resident of the town in the event it is determined by the town council that said individual has a special expertise in historic landmarks preservation. Each member other than the individual, if any, appointed by the town council as an expert, shall be a registered voter in the town. The members shall serve staggered terms of three years, and each will serve without compensation, except in the event of the appointment of an outside expert who will serve a term of only one year, but who may be reappointed by the town council on an annual basis. Each member shall serve without compensation. The town council shall appoint the members. If a vacancy shall occur otherwise than by the expiration of a term, it shall be filled by the town council for the unexpired term.
- (b) A member shall not be appointed for more than two consecutive three-year terms but shall be eligible for reappointment upon the lapse of nine months after the expiration of the member's second consecutive three-year term.

(Code 1982, § 16-35; Ord. No. 12-95, § 1(a), 9-12-95; Ord. No. 8-99, § 1, 11-9-99; Ord. No. 7-00, § 1, 6-13-00; Ord. No. 6-01, § 1, 4-10-01; Ord. No. 19-01, § 1, 10-9-01; Ord. No. 19-2013, § 1, 10-8-13)

Sec. 54-37. - Alternate members.

- (a) *Appointment.* The town council may, in its discretion, appoint three alternate members with similar qualifications who shall serve when called upon the chair of the commission in the absence of any regular members.
- (b) *Attendance requirements.* Alternate members are required to attend all meetings of the commission and are subject to the same attendance requirements, as regular members with the same provisions relating to excused absences being applicable.
- (c) *Voting.* Alternate members shall not vote on any matter unless they are sitting to fill the position of a regular member of the commission in the event of absence or in the event of a conflict of interest; however, alternate members may participate in the discussion of matters coming before the commission whether they are sitting as a voting member or not.
- (d) *Terms of office.* Although an alternate member may not serve more than two three-year terms as an alternate, an alternate member may be appointed to serve as a regular member of the commission and, in the event of such appointment, shall be entitled to serve two full three-years terms thereafter.

(Code 1982, § 16-35; Ord. No. 12-95, § 1(b), 9-12-95; Ord. No. 8-99, § 2, 11-9-99; Ord. No. 6-01, § 2, 4-10-01)

1.003. - Public employees relations commission.

- (1) There is hereby created and established a public employees relations commission, hereinafter referred to as the "commission." The commission shall be composed of a chairman and two other members to be appointed by the town council from a list of persons submitted by an independent "blue ribbon" panel appointed by the town council. Effective October 1, 1980, one appointee shall be a person who, on account of previous vocation, employment, or affiliation, is, or has been, classified as a representative of employers; one appointee shall be a person who, on account of previous vocation, employment, or affiliation, is, or has been, classified as a representative of employees or employee organizations; and one appointee shall be a person who, on account of previous vocation, employment, or affiliation, is not or has not been classified as representative of employers or of employees or employee organizations. The chairman and all members shall be appointed for four-year staggered terms. Neither the chairman nor any member shall be employed by, or hold any commission with, any governmental unit in the state or any employee organization while serving in such office. In the event of a vacancy prior to the expiration of a term of office, an appointment shall be made for the unexpired term of that office in the same manner as herein provided for an original appointment. Once appointed, the chairman shall serve as chairman for the duration of his term. Nothing contained herein shall prohibit the chairman or commissioner from serving multiple terms.
- (2) The chairman and other members shall devote such time as is necessary to the performance of their commission duties and shall not engage in any other business, vocation or employment which would interfere with the responsible, independent and objective performance of their duties. The chairman or any member shall be entitled, upon application to the finance committee of the town council, to receive an honorarium in amount determined by the finance committee as reasonable remuneration for services performed, based upon existing standards applicable to persons holding positions of similar nature. The chairman and other members shall also be reimbursed for reasonable expenses directly related to the performance of their duties under this ordinance as provided for in F.S. § 112.061. The chairman shall be responsible for the administrative functions of the commission and shall have the authority, subject only to reasonable financial limitations deemed necessary by the town council, to employ such personnel as may be necessary to carry out the provisions of this ordinance.
- (3) The deliberations of the commission in any proceeding before it shall be exempt from the provisions of F.S. ch. 286. Provided, however, that any hearing or oral argument held by the commission pursuant to F.S. ch. 120, F.S. ch. 447, or this ordinance shall be open to the public. All draft orders developed in preparation for or preliminary to the issuance of a final written order shall be exempt from the provisions of F.S. ch. 119.

Sec. 2-326. - Created; membership; requirements; term.

- (a) There is created a town **planning and zoning commission** consisting of seven members to be appointed by the town council, each member of which shall be a resident of the town.
- (b) Four voting members of the commission shall constitute a quorum; however, the affirmative or negative vote of a majority of the entire membership of the commission shall be necessary for it to take action.
- (c) The commission shall be deemed to be, in all events and in all transactions, directly under the supervision of the town council, which shall have power to alter, modify or change any action or ruling of the commission.
- (d) The persons initially appointed to the commission shall forthwith assemble and determine by lot:
 - (1) The two members who shall hold office until the first Tuesday after the first Monday in February next thereafter;
 - (2) The two members who shall hold office until the first Tuesday after the first Monday in the second February thereafter;
 - (3) The two members who shall hold office until the first Tuesday after the first Monday in the third February thereafter;
 - (4) The one member who shall hold office until the first Tuesday after the first Monday in the fourth February thereafter.

Thereafter, members of the commission shall serve for terms of three years. All persons appointed pursuant to subsections (d)(1)—(4) shall hold office until October 1 of the year in which their term expires.

- (e) The commission shall elect a chair and vice-chair in March of each year. The chair shall approve the agenda for each meeting and conduct the meetings of the commission pursuant to Robert's Rules of Order, Newly Revised, the latest edition. The vice-chair shall serve as chair in the absence of the chair.

(Code 1982, § 16-1(a); Ord. No. 13-95, § 1(a), 9-12-95; Ord. No. 13-03, § 1, 8-12-03; Ord. No. 25-07, § 1, 1-8-08; Ord. No. 11-10, § 3, 7-13-10)

Sec. 2-327. - Alternate members.

The town council may, in its discretion, appoint three alternate members to the planning and zoning commission, who shall serve when called upon by the chair of the commission in the absence of any regular member. Alternate members are required to attend all meetings of the commission and are subject to the same attendance requirements as regular members with the same provisions relating to excused absences being applicable. Alternate members shall not vote on any matter unless they are sitting to fill the position of a regular member of the commission in the event of absence or in the event of a conflict of interest; however, alternate members may participate in the discussion of matters coming before the commission whether they are sitting as a voting member or not.

(Code 1982, § 16-1(b); Ord. No. 13-95, § 1(b), 9-12-95; Ord. No. 13-03, § 1, 8-12-03)

Sec. 74-1. - Recreation advisory commission created; appointments; terms; qualifications; advisory function; alternates; requirements; officers; procedure.

- (a) *Generally.* An agency of the town to be known as the recreation advisory commission is hereby created; such commission to be composed of seven members to be appointed by the town council. Two of such commission members shall hold office from the date of their appointment for a period of one year; two of such commission members shall hold office from the date of their appointment for two years; and three of such commission members shall hold office from the date of their appointment for a period of three years. Thereafter, members of the recreation advisory commission shall hold office for three year terms. Members of the commission shall possess a knowledge or interest in town recreation programs and facilities. Preference shall be given to candidates who are enrolled or have their children enrolled in a recreation department program or are a regular participant or volunteer at a town recreation department facility. If a vacancy shall occur otherwise than by the expiration of a term, it shall be filled by the town council for the unexpired term.
- (b) *Alternate members.* The town council may, in its discretion, appoint three alternate members who shall serve when called upon by the chairman in absence of any regular member. Preference shall be given to candidates who are enrolled or have their children enrolled in a recreation department program or are a regular participant or volunteer at a town recreation department facility. Alternate members are required to attend all meetings of the commission and are subject to the same attendance requirements as regular members with the same provisions relating to excused absences being applicable. Alternate members shall not vote on any matter unless they are sitting to fill the position of a regular member of the commission in the event of absence or in the event of a conflict of interest, however, alternate members may participate in the discussion of matters coming before the commission whether they are sitting as a voting member or not.
- (c) *Registered voter requirement.* Each member of the recreation advisory commission is required to be a registered voter in the town.
- (d) *Removal provisions.* All members of the recreation advisory commission, including alternates, serve at the pleasure of the town council and may be removed from the commission with or without cause. Members of the commission shall be automatically removed for lack of attendance, which is defined as a failure to attend three regularly scheduled meetings in any one calendar year. Excused absence due to illness, a death in the family, religious holidays and requirements of legal process shall not constitute lack of attendance. In order for an absence to be excused, the member must notify the director of recreation by letter no later than noon on the Friday prior to a regularly scheduled meeting, unless the absence is an emergency. Failure to notify the director of recreation via letter will cause the absence to be unexcused. Excused absences shall be entered into the minutes of the next regularly scheduled meeting of the commission after the absence. A member may petition the town council, in the event of extenuating circumstances, to excuse an absence otherwise not automatically excused pursuant to the provisions of this Code.
- (e) *Conflicts of interest.* In the event of excessive conflicts of interest during any one calendar year, such commission member shall be automatically removed from the commission by the town council or, in the event of excessive conflicts of interest during any one term, a commission member may not be reappointed to a successive term. Excessive conflicts of interest are defined as three or more conflicts of interest in any one calendar year. Continuing conflicts of interest on a single application, once declared, shall not be counted as additional conflicts of interest. This rule shall apply from the date of adoption to the end of the 2009 calendar year and shall be applicable, thereafter, on a calendar year basis.
- (f) *Consecutive terms.* No member of the recreation advisory commission may serve more than two consecutive three-year terms. This section shall not preclude any person from being appointed to a successive term, subsequent to the serving of two consecutive three-year terms, provided said person has ceased to be a member of said commission for a period of time not less than nine months. Further, in the event a member has been appointed to fill a vacant term of office, which term is for a period of time less than 50 percent of a full two-year term, that person shall not be precluded from then serving two successive three-year terms. Additionally, although an alternate member may

not serve more than two three-year terms as a alternate, said alternate member may be appointed to serve as a regular member of the commission and, in the event of such appointment, shall be entitled to serve two full three-year terms thereafter.

- (g) *Officers, rules of procedure.* The recreation advisory commission shall elect a chairman and a vice chairman and may adopt procedures for the conduct of its meetings.

Four voting members of the commission shall constitute a quorum, however, the affirmative or negative vote of a majority of the entire membership of the commission shall be necessary for it to take action.

- (h) *Advisory capacity.* The recreation advisory commission shall act in an advisory capacity and shall make recommendations to the town council on matters relating to town recreation programs and facilities.

(Ord. No. 18-98, § 2, 1-12-99; Ord. No. 10-99, § 1, 11-9-99; Ord. No. 21-00, § 1, 8-8-00; Ord. No. 10-01, § 1, 5-8-01; Ord. No. 18-04, § 5, 10-1-04; Ord. No. 13-09, § 6, 7-14-09; Ord. No. 12-2012, § 1, 8-14-12)

Sec. 82-57. - Board of trustees; administrative duties; investment of retirement system assets.

- (a) Effective upon the adoption of the ordinance from which this section derives, a new board of trustees shall be established in accordance with subsection (b) below. Effective April 1, 2012, the firefighter board of trustees, police officer board of trustees and general employee/lifeguard board of trustees shall be abolished, and the board of trustees established in accordance with subsection (b) below shall be responsible for administering the retirement system and investing all assets of the system in accordance with subsections (c) through (k) below, for all employee benefit groups.
- (b) The board of trustees (the "board") shall consist of nine members selected as follows:
 - (1) One employee who is a member of benefit group general or benefit group lifeguard elected by the members of those benefit groups.
 - (2) One employee who is a member of benefit group firefighter elected by the members of that benefit group.
 - (3) One employee who is a member of benefit group police officer elected by the members of that benefit group.
 - (4) Five residents of the town who are not officers or employees of the town, retirants or beneficiaries of the retirement system, appointed by the town council.
 - (5) The town's finance director, who shall serve as a voting ex-officio member.
- (c) The board shall meet at least quarterly, shall adopt its own rules of procedure and shall keep records of its proceedings. Five trustees shall constitute a quorum at any meeting of the board, and a vote of the majority of the quorum present at any meeting shall be necessary for a decision of the board. Each trustee shall be entitled to one vote on each question before the board. The trustees shall not receive any compensation but may receive expenses and per diem as provided by town ordinance.
- (d) Trustees other than the town manager or acting town manager shall serve staggered three-year terms, and may succeed themselves in office. To implement the staggered terms, the first elected trustee who is a member of benefit group police officer shall serve a one-year term; the first elected trustee who is a member of benefit group firefighter shall serve a two-year term; and the first elected trustee who is a member of benefit group general or benefit group lifeguard shall serve a three-year term. The staggered terms for the appointed trustees shall be implemented as follows: two appointed trustees shall serve an initial term of one year; two appointed trustees shall serve an initial term of two years; and one appointed trustee shall serve an initial term of three years; as determined by the town council. Trustees who are elected or appointed following the initial terms shall serve a term of three years. Each trustee shall, before assuming the duties of trustee, qualify by taking an oath of office to be administered by the town clerk.
- (e) A vacancy shall occur on the board if:
 - (1) A member-elected trustee ceases to be a member or ceases to be included in the appropriate benefit group;
 - (2) A resident appointed by the town council fails to maintain town residency as determined by the town council; or
 - (3) Any trustee resigns or is removed from office.
 - (4) A trustee fails to attend more than two scheduled meetings in any 12-month period without an excused absence. Excused absence due to illness, a death in the family, religious holidays and requirements of legal process shall not constitute lack of attendance. In order for an absence to be excused, the member must notify the plan administrator in writing no later than noon on the Friday prior to a scheduled meeting, unless the absence is an emergency. Failure to timely notify the plan administrator in writing of an absence will result in an unexcused absence, unless the absence is an emergency. Excused and unexcused absences shall be recorded in

the minutes of the meeting at which the absence occurred. The plan administrator may excuse an absence at the next regularly scheduled meeting for good cause shown.

- (f) If a vacancy occurs on the board, the vacancy shall be filled within 90 days, for the unexpired term, in the same manner as the position was previously filled.
- (g) The board shall be a legal entity with, in addition to other powers and responsibilities contained herein, the power to bring and defend lawsuits of every kind, nature and description, and to administer the retirement system for the benefit of its members, retirants and beneficiaries.
- (h) The officers and advisors of the board shall be as follows:
 - (1) *Chair.* The board shall annually elect a chair and a chair pro tem from its members.
 - (2) *Secretary.* The board shall annually elect a secretary from among its members.
 - (3) *Finance director and treasurer.* The town finance director and treasurer shall be finance director and treasurer of the board.
 - (4) *Legal advisor.* The town attorney or an attorney designated by the town attorney shall be legal advisor to the board.
 - (5) *Actuary.* The board shall appoint an actuary who shall be the technical advisor to the board regarding the operation of the retirement system on an actuarial basis and who shall perform such services as are required in that connection. The term "actuary" as used in this article shall mean an enrolled actuary as defined in F.S. § 112.625. A partnership or corporation may be appointed actuary if the duties of the actuary are performed by or under the direct supervision of an individual who meets the preceding qualifications.
 - (6) *Services.* The board is authorized and empowered to employ such professional and other services as are required for the proper administration of the retirement system at the fund's expense.
 - (7) *Plan administrator.* The board is authorized to contract for the professional services of a plan administrator. In the event the board does not contract for the professional services of a plan administrator, or in the event of any lapse in such services, the human resources director shall be the plan administrator.
- (i) The board shall direct the investment of retirement system assets in accordance with the following provisions:
 - (1) The board shall adopt an investment policy in accordance with F.S. § 112.661, and shall regularly review, evaluate and, if deemed in the best interest of the retirement system, revise the investment policy, subject to the approval of the town council.
 - (2) In exercising its discretionary authority with respect to the management of the moneys and assets of the retirement system, the board shall exercise the care, skill, prudence and diligence under the circumstances then prevailing, that a person of prudence, acting in a like capacity and familiar with such matters, would use in the conduct of an enterprise of like character and with like aims.
 - (3) The board shall have full power and authority to invest and reinvest the moneys and assets held for the benefit of the members, retirants and beneficiaries of the system, subject to all terms, conditions, limitations and restrictions imposed by law on the investments of public employee retirement system assets, and subject to investment policy adopted by the board.
 - (4) The board may invest in securities of, or other interests in, any open-end or closed-end management type investment company or investment trust registered under the Investment Company Act of 1940, 15 USC § 80A-1 et seq., and in such other investments authorized by law and by the board's investment policy, including alternative investments.
 - (5) a. The Retirement Board may, unless restricted by law, transfer all or any portion of the assets of the Retirement Fund to a collective or common group trust, as permitted under Revenue Ruling 81-100, Revenue Ruling 2011-1, and Revenue Ruling 2014-24 (or

subsequent guidance), that is operated or maintained exclusively for the commingling and collective investment of monies, provided that the funds in the group trust consist exclusively of trust assets held under plans qualified under section 401(a) of the Internal Revenue Code, individual retirement accounts that are exempt under section 408(e) of the Internal Revenue Code, eligible governmental plans that meet the requirements of section 457(b) of the Internal Revenue Code, and governmental plans under section 401(a)(24) of the Internal Revenue Code. For this purpose, a trust includes a custodial account or separate tax-favored account maintained by an insurance company that is treated as a trust under section 401(f) or under section 457(g)(3) of the Internal Revenue Code.

- b. Any collective or common group trust to which assets of the retirement fund are transferred pursuant to subsection (a) above shall be adopted by the retirement board as part of the plan by executing appropriate participation, adoption agreements, and/or trust agreements with the group trust's trustee.
 - c. The separate account maintained by the group trust for the plan pursuant to subsection (a) above shall not be used for, or diverted to, any purpose other than for the exclusive benefit of the members and beneficiaries of the plan.
 - d. For purposes of valuation, the value of the separate account maintained by the group trust for the plan shall be the fair market value of the portion of the group trust held for the plan, determined in accordance with generally recognized valuation procedures.
- (6) The board shall retain an independent consultant professionally qualified to advise the board on all investment matters and evaluate the performance of professional money managers. The independent consultant shall assist the board in developing and revising its investment policy, and make recommendations regarding the selection of money managers. These recommendations shall be considered by the board at its meetings.
- (j) The date, time, place and subject of regular board meetings shall be posted at least ten days prior to the date of such meetings.
 - (k) If a claim for benefits is denied by the board, the claimant shall be notified of the denial, in writing, within 30 days following the board's action. The notification shall set forth the reasons for denial. The claimant may appeal the denial and request a hearing before the board. The appeal shall be in writing to the town clerk and filed within 90 days of the board's denial. The request shall contain a written statement of the claimant's position regarding the claim. The board shall schedule a hearing within 60 days of receipt of the appeal. The hearing shall be conducted in accordance with rules adopted by the board. The board's action following the hearing shall be final and binding on all affected parties.

(Ord. No. 21-04, § 1, 10-1-04; Ord. No. 4-2012, § 2, 3-14-12; Ord. No. 14-2012, § 1, 8-14-12; Ord. No. 7-2013, § 1, 7-9-13; ; Ord. No. [14-2018](#), § 1, 8-15-18; Ord. No. [35-2019](#), § 2, 9-10-19)

Editor's note— Ord. No. 4-2012, § 2, adopted March 14, 2012, changed the title of section 82-57 from "Investment of retirement system assets" to "Board of trustees; administrative duties; investment of retirement system assets." The historical notation has been preserved for reference purposes.

Sec. 2-636. - **Shore protection board** created; appointments; terms; qualifications; advisory function; requirements; officers; procedure.

- (a) *Generally.* A board of the town to be known as the "Shore Protection Board" is hereby created; such board to be composed of seven members to be appointed by the town council. Two of such board members shall hold office from the date of their appointment for a period of one year; two of such board members shall hold office from the date of their appointment for a period of two years and three of such board members shall hold office from the date of their appointment for a period of three years. Thereafter, members of the shore protection board shall hold office for three year terms. Any member who has served two full three year terms shall no longer be eligible for reappointment, however, a member may be reappointed by town council upon the expiration of one full year subsequent to their terms having expired. This provision shall not be applicable to those members subject to reappointment in 2017 who, upon reappointment, may serve one additional three year term. Members of the board shall be residents of the town. If a vacancy shall occur other than by the expiration of a term, it may be filled by the town council for the unexpired term.
- (b) *Alternate members.* The town council shall appoint three alternate members to the shore protection board who shall serve when called upon by the chair of the board in the absence of any regular member. Alternate members are required to attend all meetings of the board and are subject to the same attendance requirements as regular members with the same provisions relating to excused absences being applicable. Alternate members shall not vote on any matter unless they are sitting to fill the position of a regular member of the commission who is absent or in the event of a conflict of interest; however, alternate members may participate in the discussion of matters coming before the board whether they are sitting as voting members or not. Alternate members of the board shall be residents of the town.
- (c) *Removal provisions.* All members of the shore protection board serve at the pleasure of the town council and may be removed from the board with or without cause. Members of the board shall be automatically removed for lack of attendance. Lack of attendance shall be defined as a failure to attend three regularly scheduled meetings in any one calendar year. Excused absence due to illness, a death in the family, religious holidays and requirements of legal process shall not constitute lack of attendance. The member shall notify the town manager's office in writing of the board member's intended absence at least seven business days prior to the regularly scheduled meeting. Failure to do so, absent an emergency which prevents timely notice, will cause the absence to be unexecuted. Excused absences shall be entered into the minutes of the next regularly scheduled meeting of the board after the absence. A member may petition the town council, in the event of extenuating circumstances, to excuse an absence otherwise not automatically excused pursuant to the provisions of this Code.
- (d) *Frequency of meetings.* The board shall meet on an irregular schedule, whenever such meetings shall be called either at the discretion of the chairman or at the direction of the town council.
- (e) *Officers, rules of procedure.* The shore protection board shall elect a chairman and a vice chairman and may adopt procedures for the conduct of its meetings. Four voting members of the board shall constitute a quorum, however, the affirmative or negative vote of a majority of the entire membership of the board shall be necessary for it to take action.
- (f) *Advisory capacity.* The shore protection board shall act in an advisory capacity to the town council and shall make recommendations to the town council on all matters relating to shore protection in the town including, but not limited to, issues relating to beach nourishment, coastal armoring, the sand transfer plant and matters relating to the town's Lake Worth Lagoon shoreline. In addressing these matters, the scope of the shore protection board's duties shall include long term planning, budgeting, lobbying, public education, and intergovernmental coordination.

(Ord. No. 1-08, § 1, 6-10-08; Ord. No. 16-2011, § 4, 9-13-11; Ord. No. 17-2014, § 1, 11-13-14; Ord. No. [06-2017](#), § 1, 2-14-17; Ord. No. 2-2018, § 1, 3-20-18)

RESOLUTION NO. 46-2019

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, RESCINDING RESOLUTION NO. 23-2016, REESTABLISHING THE UNDERGROUND UTILITIES TASK FORCE TO REVIEW MATTERS RELATED TO THE UNDERGROUNDING OF UTILITIES; MEMORIALIZING THE CITIZENS OVERSIGHT FUNCTION OF THE UNDERGROUND UTILITIES TASK FORCE DURING THE DESIGN AND CONSTRUCTION PHASES OF THE PROPOSED PROJECT; PROVIDING FOR SEVEN SEATS ON THE UNDERGROUND UTILITIES TASK FORCE, CREATING ONE ALTERNATE POSITION, IMPLEMENTING TERM LIMITS AND PROVIDING FOR METHOD OF APPOINTMENT, PROVIDING FOR SUNSETTING 10 YEARS FROM THE EFFECTIVE DATE, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town Council pursuant to the terms of resolution 23-2016 established the underground utilities task force to review matters related to the undergrounding of utilities; and

WHEREAS, the Town Council wishes to rescind Resolution 23-2016 and re-establish the underground utilities task force to use the expertise and advice of a committee of town residents in regard to the undergrounding of utilities and to advise the Town Council in regard to undergrounding.

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

Section 1. Resolution Number 23-2016 which created the underground utilities task force is hereby rescinded.

Section 2. The Town Council hereby re-establishes the underground utilities task force with the charge to investigate and review possibilities of underground utilities throughout the town and to make recommendations to the Town Council on matters pertaining to the undergrounding of utilities.

Section 3 The Task Force shall also function in a citizen oversight capacity for the proposed project during the design and construction phases of the project to ensure timely receipt of project related deliverables, review of proposed budgets for elements of the project and in total, monitoring of budget adherence, establishment of staff, design team and contractor project related reporting requirements and to make recommendations to the Town Council deemed necessary by the Task Force to provide for a project with minimal disruption to the property owners of Palm Beach at the lowest cost possible while complying with the ordinances, rules and standards of the Town and all applicable county, state and federal requirements related thereto.

Section 4. The underground utilities task force shall consist of seven (7) members and one (1) alternate member who shall be appointed by the Town Council from a list of interested residents. Appointees are required to be registered electors and residents of the Town, however, one of the members may be a non-resident of the Town provided said member has a special skill as it relates to undergrounding. Appointees shall not be a member of another Town board or commission, however, any member who is reappointed who also serves on the retirement board may remain until their term of expiration. Those members of the task force originally appointed and now serving are hereby re-appointed.

Section 5. The expiration of currently appointed task force members shall occur alphabetically, A – Z, by last name. The first two task force members, alphabetically, shall hold office from the effective date of their appointment for a period of one year. The subsequent two members shall hold office from the date of their appointment for a period of two years and three of such board members shall hold office from the date of their appointment for a period of three years. Thereafter, newly appointed members shall hold

office for three year terms. Any regular voting member who has served a full term shall no longer be eligible for reappointment, however, a member may be reappointed by Town Council upon the expiration of one full year subsequent to their terms having expired. If a vacancy shall occur other than by the expiration of a term, it may be filled by the Town Council for the unexpired term.

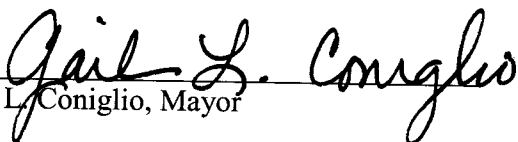
Section 6. The members of the Underground Utilities Task Force shall elect from among themselves a Chair and Vice Chair. The term of office of the members of the Underground Utilities Task Force shall cease upon a date to be determined by Town Council, once it is determined that the purpose of such Underground Utilities Task Force has been accomplished. Upon that date, the Underground Utilities Task Force shall automatically dissolve.

Section 7. The Task Force shall meet on an irregular schedule, whenever such meetings shall be called either at the discretion of the Chairman and Town Manager or at the direction of the Town Council.

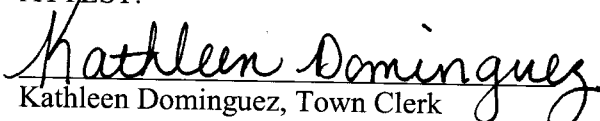
Section 8. The Task Force created hereby shall be sunset ten years from the adoption of this resolution unless terminated sooner by the Town Council.

Section 9. This Resolution shall become effective immediately upon passage.

PASSED AND ADOPTED in a regular adjourned session of Town Council of the Town of Palm Beach this 12th day of June 2019.


Gail L. Coniglio, Mayor

ATTEST:


Kathleen Dominguez, Town Clerk

Res No.46-2019

Page 3 of 3



TOWN OF PALM BEACH

Town Council Meeting on: December 8, 2020

Section of Agenda

Regular Agenda - Old Business

Agenda Title

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

Presenter

Kirk W. Blouin, Town Manager

ATTACHMENTS:

- ▣ **Memorandum Dated November 25, 2020, from Kirk W. Blouin, Town Manager**
- ▣ **Resolution No. 146-2020**

TOWN OF PALM BEACH

Information for Town Council Meeting on: December 8, 2020

TO: Mayor and Town Council

FROM: Kirk W. Blouin, Town Manager

RE: Resolution to Approve Authorizing an Extension of Time for Environmental Reviews for the Property Located at 5976 Okeechobee Boulevard with Okeechobee Boulevard LLC (AHS), **Resolution No. 146-2020**

DATE: November 25, 2020

STAFF RECOMMENDATION

Town staff recommends that Town Council approve Resolution No. 146-2020. The resolution authorizes an extension of time for the environmental inspection period. Delays in environmental due diligence push back, in turn, the dates when Okeechobee Boulevard LLC (AHS) can get site plan approval, and the construction start date.

Town staff recognizes the efforts made by AHS to actively address environmental reviews. Town staff has granted monthly extensions to accommodate on-going environmental surveys of the property to include soil borings.

GENERAL INFORMATION

Okeechobee Boulevard LLC (AHS) is AHS is asking to extend the environmental inspection period and corresponding dates for site plan approval and the rent commencement date under the Lease as outlined in the schedule below in response to environmental assessments received to date that disclose conditions that, without further remediation, would be inconsistent with AHS's intended residential use of the property. AHS is devoting what they understand to be considerable resources (in excess of \$100,000) to test the site and determine probable costs for required remediation. Delays in environmental due diligence push back, in turn, the dates when AHS can get site plan approval, the construction start date, and the rent commencement date.

When Resolution No. 15-2019 was approved on October 10, 2019, it was noted that there were potential issues regarding environmental review.

AHS proposes the following:

1. Execute another amendment to the ground lease extending the environmental review period to April 2, 2021. AHS expects to have the final opinion of probable cost the second week of January. After they review they will deliver to Akerman, LLC and the Town of Palm Beach for discussion. During this period AHS would negotiate another amendment to the lease covering the matters below and any other changes deemed

necessary.

2. Agree to file application with Palm Beach County to designate the site as a brownfield and enter into a brownfield designation agreement with the State of Florida. The foregoing to be accomplished at AHS' cost.
3. Below is the new development timeline from AHS consultant. Provided no changes to the site plan are necessary based on the information disclosed in final environmental report and probable cost statement, AHS will restart the land use process as soon as possible in January. The current deadline to obtain the development approvals under the lease is April 27, 2021 and AHS are requesting an extension through November, 2021.

FUNDING/FISCAL IMPACT

There is no fiscal impact for the extension of the ground lease environmental studies.

ATTORNEY FOR GROUND LEASE REVIEW

This item has been proffered by Barbara J. Ferrer on behalf of CRE Fund at Okeechobee Boulevard LLC (AHS) and reviewed by Janis Cheezem, partner of Akerman LLP on behalf of the Town.

cc: Jay Boodheshwar, Deputy Town Manager
Paul Brazil, P.E., Director Public Works Department
Dean Mealy, CPPO, Purchasing Manager

RESOLUTION NO. 146-2020

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF
PALM BEACH, PALM BEACH COUNTY, FLORIDA,
APPROVING AN AUTHORIZATION FOR AN EXTENSION OF
TIME FOR ENVIRONMENTAL REVIEWS AND AN
EXTENSION OF RENT PAYMENTS FOR THE PROPERTY
LOCATED AT 5976 OKEECHOBEE BOULEVARD WITH
OKEECHOBEE BOULEVARD LLC (AHS).**

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

Section 1. The Town Council of the Town of Palm Beach hereby approves Resolution No. 146-2020, Authorizing an Extension of Time for Environmental Reviews and an Extension of Rent Payments for the Property Located at 5976 Okeechobee Boulevard with Okeechobee Boulevard LLC (AHS),

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

PASSED AND ADOPTED in a regular, adjourned session of the Town Council of the Town of Palm Beach assembled this 8th day of December, 2020.

Gail L. Coniglio, Mayor

ATTEST:

Queenester Nieves, CMC, Town Clerk

TOWN OF PALM BEACH

Town Council Meeting on: December 8, 2020

Section of Agenda

Regular Agenda - New Business

Agenda Title

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

Presenter

Jay Booddheshwar, Deputy Town Manager

ATTACHMENTS:

- ▣ **Memorandum Dated December 1, 2020, from Jay Booddheshwar, Deputy Town Manager**
- ▣ **Resolution No. 139-2020**
- ▣ **AVL Proposal**

TOWN OF PALM BEACH

Information for Town Council Meeting on: December 8, 2020

TO: Mayor and Town Council

VIA: Kirk W. Blouin, Town Manager

FROM: Jay Boodheshwar, Deputy Town Manager

RE: Resolution to Approve a Purchase Order to Audio Visual Innovations, Inc. in the Amount of \$97,658.52 and a Project Budget of \$105,000
Resolution No. 139-2020

DATE: December 1, 2020

STAFF RECOMMENDATION

Town staff recommends that Town Council approve Resolution No. 139-2020, approving a Purchase Order to Audio Visual Innovations, Inc. (AVI) in the Amount of \$97,658.52 and a Project Budget of \$105,000, to upgrade the Town Council Chambers audio-visual system.

GENERAL INFORMATION

The Town Council Chambers audio-visual system was installed approximately 10 years ago, at which time it was current generation technology. However, with the rapid advancement of technology this analog and low resolution system has reached its end of useful life and requires upgrading. While the system has been mostly operable through the past few years and staff was determined to get an additional year of operability before replacement, there have been numerous failures that have created service gaps and reduced performance as a result of difficulties locating replacement components. Adding further to the difficulties encountered more frequently the past few years, the current system does not include a service contract which has contributed to significant delays in troubleshooting and repairs, and is not compatible for the integration of video conferencing software such as Zoom.

The proposed system from AVI would salvage multiple newer components that were deployed over the past several years while adding necessary new components to build a completely digital and high resolution solution allowing for integration with any of the modern or future video conferencing systems available. In this case, Zoom would be integrated with the final solution since this is the standard that has been adopted by the Town for public meetings. The new solution would include a reduction from two monitors to one large high definition monitor at each seat on the dais, providing greater visibility and detail of documents projected through the system. The most significant changes would allow Town Council and other public meetings the ability to live stream video and documents to the public via a high resolution digital camera. Additionally, the new system will integrate Zoom video conferencing that can be used during the current pandemic

and for any unanticipated future need. The new solution would provide a service agreement with rapid response and repair for all technical issues based on a formal service level agreement.

METHOD OF PROCUREMENT

Town Purchasing will access TIPS-USA, a National Cooperative Contract to issue a purchase order. Town purchasing has verified the vendor's pricing with TIPS to ensure that the Town receives the correct proposal pricing from Audio Visual Innovations, Inc.

Additionally, Town Purchasing has completed reference checks with other South Florida municipalities, City of Tamarac, City of Doral, and City of Miramar.

FUNDING/FISCAL IMPACT

This project will be funded from the FY 2021 General Fund Contingency Budget, which has a current balance of \$600,000.

TOWN ATTORNEY REVIEW

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

Attachments

cc: Paul Brazil, P.E. Public Works Director
Jane LeClainche, Director of Finance
Charles Kapachinski, Information Technology Manager
Dean Mealy, CPPO, Purchasing Manager

RESOLUTION NO. 139-2020

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF
PALM BEACH, PALM BEACH COUNTY, FLORIDA,
APPROVING A PURCHASE ORDER TO AUDIO VISUAL
INNOVATIONS, INC. IN THE AMOUNT OF \$97,658.52 AND A
PROJECT BUDGET OF \$105,000.**

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

Section 1. The Town Council of the Town of Palm Beach hereby approves Resolution No. 139-2020 approving a purchase order to Audio Visual Innovations, Inc. in the Amount of \$97,658.52 and a Project Budget of \$105,000.

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

PASSED AND ADOPTED in a regular, adjourned session of the Town Council of the Town of Palm Beach assembled this 8th day of December, 2020.

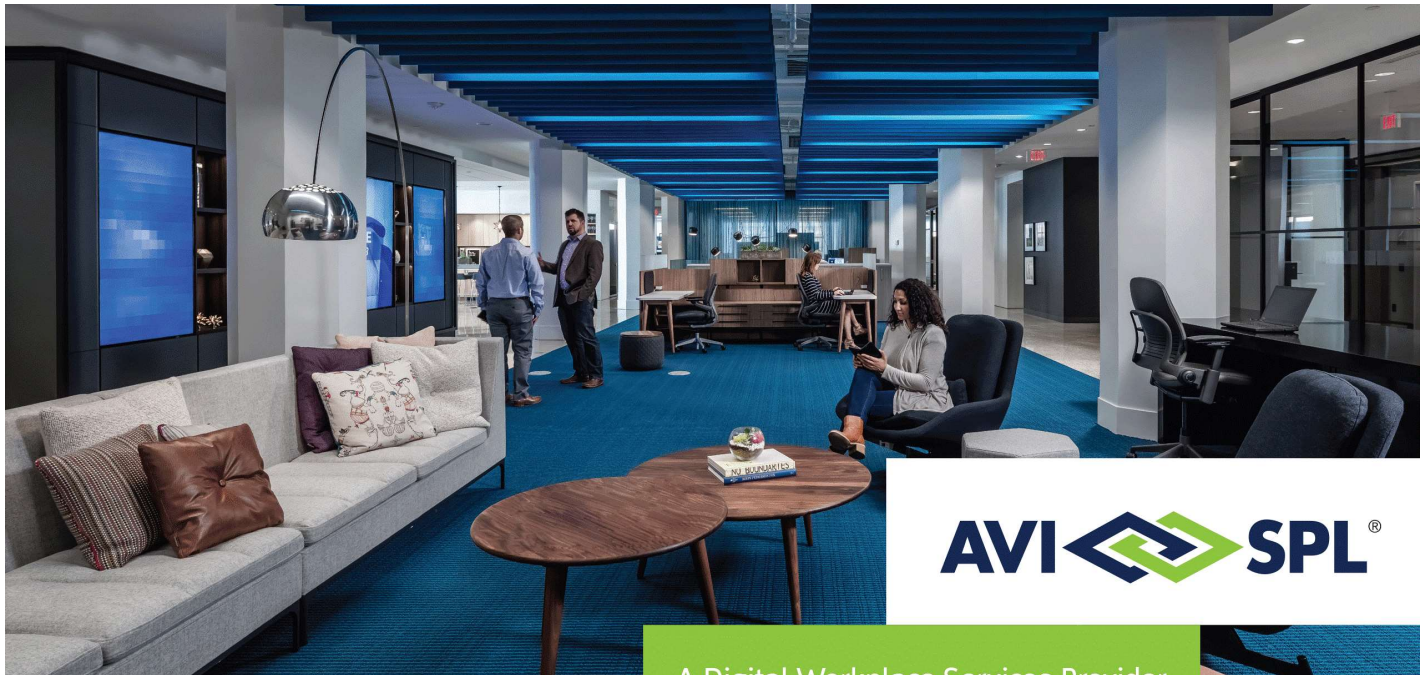
Gail L. Coniglio, Mayor

ATTEST:

Queenester Nieves, CMC, Town Clerk

Town of Palm Beach

AV Chamber's Upgrade



Audio Visual Innovations, Inc. - A wholly owned subsidiary of AVI-SPL, Inc.

772 South Military Trail
Deerfield Beach, FL 33442
(954) 938-9382
Fax: (954) 776-4772
www.avispl.com

Prepared By: Zoran Visnjic
Zoran.Visnjic@avispl.com

Proposal No: 345095-3

Project Implementation Process

Integration Process

AVI-SPL is dedicated to giving you with technically sound, well-integrated, and user-friendly solutions. To that end, AVI-SPL utilizes a six-step process that ensures seamless communication and transition from project conception to project completion.

The beginning of the process is essential to the success of the implementation and Customer Care Services that ensure acclimation, adoption, and continued use of the technology.

The scope of this Design Proposal is summarized in Phases I & II. Phases III – VI outline the process through to completion including implementation of the concierge level service requested by the client.

Phase I - Consultation

The consultation process is the foundation of the system design and capabilities. During this process, we meet with key personnel to gain a thorough understanding of needs, objectives, and issues:

- Architectural Criteria
- Style of Meeting
- Visual Media
- Computer Display
- Audio Systems
- Audio Conferencing
- Video Conferencing
- Control options
- Static Display
- Supplemental (Multi-room tie-in, connection type, network interconnection, existing equipment)
- Schedule (design/construction documents, construction, AV installation, occupancy)
- Contacts (client, architect/interior designer, general contractor, other)

Phase II - Engineering & Design

AVI-SPL appoints a Project Engineer, who will team up with your AVI-SPL Account Manager and follow your project through to completion. During this phase, the information acquired during the needs analysis is developed into a technically sound and functional system design. The Project Engineer and AVI-SPL Account Manager perform a feasibility study. This study includes an examination of the desired capabilities, architectural, environmental, and technical details of your system. During the engineering and design process, we select the appropriate equipment, hardware, and software. The result of the engineering and design process is a system designed specifically to meet the requirements and environmental conditions that are unique to your application.

The goals for this phase of the project are:

- Verify initial design concepts
- Verify location of all devices
- Validate the design's performance and concepts
- Provide any value engineering and performance enhancement recommendations
- Convert concept drawings to schematic, "build to" shop drawings
- Submit final shop drawings and hardware list for approval prior to procurement and construction.

The documents created by the Systems Group engineering team include but are not limited to:

- Rack elevations
- Patch bay elevations
- Lighting fixture locations
- Custom assembly details
- Panel details
- Verification of conduit requirements
- Verification of junction box requirements

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- Creation of fabrication documentation including wire numbers
- Verification of wire types
- Speaker cluster rigging design
- Creation of accurate hardware/bill of quantities (BOQ) list
- Create cut sheet books for hardware
- Items
- Provide other submittals as required

At the conclusion of Phase II, the project's design is finalized, all areas of system performance have been optimized, and the hardware parts lists, as well as the engineering drawings, are given final approval. The on-site pre-wiring shall immediately begin.

Phase III: Pre-Installation

AVI-SPL's senior procurement managers will begin procurement of the hardware required for the system.

Procurement is prioritized between:

- Items immediately required for the initial on-site pre-installation by our installation team
- Long lead items
- Custom panels and custom/project specific hardware items
- All other hardware items
- Engineering and development of custom control software

The procurement manager informs our project manager of any discontinued, new models or upgraded products on the hardware list. In these instances, AVI-SPL submits cut sheets on any new hardware items for approval and substitution into the system.

The fabrication process begins upon receipt of product. AVI-SPL's fabrication team utilizes the approved engineering drawings to build the systems. All system fabrication work is performed at our fabrication facility.

AVI-SPL's fabrication process includes:

- Quality control inspection of all hardware items prior to integration into the various systems
- Preparation of internal areas of the racks for installation of cabling
- Installation of internal rack power distribution systems
- Installation of hardware into the racks as shown on the rack elevation drawings
- Installation of internal rack wiring
- Verification of internal rack wiring and wire/cable numbering
- Installation of interconnection wiring between the racks
- Testing of individual racks
- Installation of control software
- Testing and operating of multiple racks as a complete system
- "Burn in" quality-control testing of multiple racks as a complete audio-visual system
- Initial modifications to show control software
- Acceptance of tested and "burned in" systems by the project manager and senior engineer
- Photographic documentation of racks and other hardware items
- Disassembly of racks in preparation for shipping and palletized as per AVI-SPL's custom shipping standards
- Delivery of the racks to the site via dedicated air ride trucks

The careful testing and "burn in" of the completed systems in the fabrication shop will prevent the likelihood of discrepancies encountered during the onsite installation and testing.



Phase IV: On-site Installation

The on-site installation effort is coordinated by project manager and lead installer. The lead installer will be on site directing the installation teams. Prior to delivery and installation of pre-assembled systems, AVI-SPL field verifies conformance of installed cabling and other conditions necessary to ensure efficient integration of systems and devices. The team of on-site personnel will vary in number depending on the task requirements for that day. The project manager determines the correct resources required for the specific installation tasks. The AVI-SPL lead installer, project manager, and engineer carefully supervise our subcontractor. Depending on the required tasks, our daily on-site installation crew will include:

- AVI-SPL Project Manager
- AVI-SPL Lead Installer
- Installation Personnel as necessary

When required, AVI-SPL provides:

- Senior Engineers
- Field Engineers
- Supplemental Field Technicians
- Test and Adjust Engineers
- Specialty Labor as required

Once the installation is complete, the systems are carefully checked and brought on line. The final phases of the project begin.

Phase V: Commissioning, Testing, and Adjustments

During this phase, the complete testing and final adjustments of the systems are made. Our project manager coordinates with the project team as required to complete successful testing and tuning of the system, including testing far-end Customer Care connections. Our factory-trained service engineers travel to the job site to commission the system. All installation work is thoroughly checked prior to 'turn on.' Errors or problems are corrected, and all equipment is adjusted for optimal performance in accord with the project specifications.

The test and adjustment team consist of:

- Owner's Technical Representatives
- AVI-SPL's Project Manager

The result of phase V is the shortest possible final punch list. Our projects typically have short punch lists thanks to:

- Adherence to our quality assurance program
- Correcting site-specific problems as they are detected
- Installation of fully tested and "burned in" electronic hardware
- Termination into fully tested and verified cabling and far end connections

By adhering to these engineering policies and standards, the final punch list for projects of this type is typically limited to just a few items.

Phase VI: Training – As Required

Training is available throughout the project. We recommend the owner's technical representative visit AVI-SPL's fabrication facility for initial familiarization with the system during the in-house testing phase. The fabrication manager will:

- Provide a comprehensive review of the system's hardware
- Review the system's cabling and wire numbering methods
- Discuss maintenance issues for the system
- Demonstrate initial operation of the system



The owner's technical team may observe how the system interconnects to the building's pre-installed cabling during installation and commissioning. Once the system is operational, we provide three levels of "hands on" training to the on-site operational personnel.

Training is provided to:

- System Operators (personnel who are qualified to operate the various systems)
- System Technicians (personnel who provide on-site maintenance to the systems)
- System Assistants (personnel who assist the operators and technicians)

AVI-SPL produces operator manuals and other documentation to support the systems as required.

Process Control & Documentation

Reports and documentation are all standardized. Reporting and documentation for all project activities are stored in a centralized database for efficient access by integral departments (purchasing, distribution, systems integrations, account management etc.). All systems integration projects are overseen by AVI-SPL's Chief Operating Officer (COO). The COO is responsible for overseeing all documentation and daily operational activities throughout our national systems integration network. Documentation and purchase orders are reviewed regularly by the corporate office.



Investment Summary

Prepared For:	Charles Kapachinski	Prepared By:	Zoran Visnjic
	Town of Palm Beach	Date Prepared:	11/23/2020
	360 South County Road	Proposal #:	345095-3
	Palm Beach, FL 33480-6735	Valid Until:	02/22/2021

Total Equipment Cost \$63,077.28

Includes cable, connectors, hardware, switches, relays, terminal blocks, panels, etc., to ensure complete and operational system

Professional Integration Services \$28,040.00

Includes engineering, project management, CAD, on-site installation and wiring, coordination and supervision, testing, checkout, owner training, etc. performed on the Owner's premises. Also includes all fabrication, modification, assembly, rack wiring, programming, warranties, etc., some performed at AVI-SPL

Direct Costs \$0.00

Includes non equipment or labor costs, such as travel expenses, per diem, lift and vehicle rentals

General & Administrative \$4,483.53

Includes all G & A expenses: bonds, vehicle mileage, shipping and insurance

Services - Room Support and Maintenance \$3,389.60

Includes post-installation support and maintenance options selected for installed rooms

Subtotal	\$98,990.41
Tax	Exempt (*)
Total	\$98,990.41

* Exemption from sales tax will be recognized only after a valid sales tax exemption certificate or other appropriate documentation of exemption has been provided to and approved by AVI-SPL; otherwise all applicable sales taxes will apply.

Purchase orders should be addressed to Audio Visual Innovations, Inc.

Signed _____

Printed _____

Date _____

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Town of Palm Beach Council Chambers Upgrade - Audio Visual Statement of Work

Project Overview

Town of Palm Beach (further referred as “Client”) is looking to transform the currently outdated analog standard definition audio visual platform at its council chambers to a new digital high definition type system, that will also allow for participation in web-based audio and video conferencing, council meetings recording and streaming, as well as scalable design allowing for modular growth and technological enhancements as the new collaboration standards evolve. The scope of this project features a design based on the latest 4K Crestron Digital Media (DM) line of products, representing the highest audio visual industry standards currently available.

System Capabilities and Enhancements Overview

- New digital HD/4K infrastructure backbone
- 2 new laser based (8000 Lumens) LED HD projectors with 3-year warranty
- 2 new HD tension fabric projection screens with new motors
- New HD pan/tilt/zoom video conferencing cameras with touch screen control and memory presets
- New digital 4K document camera with LED lighting
- Ability to join any video conferencing platform (Zoom, WebEx, Teams, GoToMeeting, etc.) via PC
- Automated system shutdown upon room vacancy
- 10 new 24” diagonal HD monitors in front of each board member for large “Program” viewing
- New VoIP/POTS audio conferencing capabilities utilizing room speakers and microphones
- Shure wireless microphones enhancements
- Recording and streaming capabilities

General Notes and Assumptions

- All integration and commissioning work shall be done during the regular business hours.
- Ground freight charges are included. Any expedited freight requests by the Client, shall result in additional shipping charges.
- AVI-SPL 1-year onsite warranty applies. Most of the equipment shall come with a minimum 3-year warranty covered directly by the respective manufacturers.
- Low voltage permit fees and related labor charges are not included and shall be added upon Client’s approval, as applicable.
- AVI-SPL shall provide AV signal flow drawings, rack elevations and Touch Panel Graphic User (TPUG) screenshots to the Client for review prior to beginning of work on premises.

- During the project's commencement, free parking shall be allowed to AVI-SPL's vehicles as close as possible to the actual jobsite. Loading dock shall be available to AVI-SPL's vehicles for the materials and equipment deliveries that shall be scheduled in advance.
- Only designated elevators shall be used for the delivery of the equipment to the 10th floor.
- All bulky equipment deliveries shall be done in coordination with building management office to minimize impact on business operations.
- Certificate of Insurance shall be provided prior initiation of work.
- Once the equipment is delivered to the jobsite, Client's receipt signature shall be required. Securing the equipment delivered to the site shall be Client's responsibility.
- AVI-SPL shall be allowed to keep materials, ladders, and tools onsite during the integration of the project.
- AVI-SPL shall actively participate in an ongoing construction meetings with General Contractor, Architect and Client and work closely with Electrical Contractor and Millworker on all related infrastructure requirements throughout the entire project timeline, as applicable.
- All required electrical outlets and related conduit shall be provided by the Client or others.
- All required LAN connections and related conduit shall be provided by the Client or others.
- Client or others shall be responsible for any drywall repairs, ceiling tiles replacement, painting, patching or existing millwork modifications.
- All required millwork including custom furniture cutouts shall be done by the Client or others. AVI-SPL shall provide guidance as needed.
- All projectors shall be commercial grade and shall come with a 3-year Barco warranty.
- Any required ceiling reinforcement for the projection screens shall be done by the Client or others, as applicable.
- AVI-SPL shall provide Project Folder in electronic format upon project's completion. It shall contain "as-build" drawings, rack elevations, wire and cable legend, all equipment owner's manuals, equipment serial numbers, uncompiled audio AEC DSP and Crestron control codes, warranty statement and AVI-SPL's Help Desk contact information.
- AVI-SPL shall provide basic training onsite to the end users upon project's completion and commissioning.
- Acoustical Echo Canceling DSP registration on Client's LAN required for VoIP/SIP dialing and its setup, shall be done by the Client's IT staff or others.
- AVI-SPL shall provide all MAC addresses of the integrated equipment to the Client's IT staff beforehand to be "white-listed" and properly registered on the Client's LAN.
- All required firmware updates of the new equipment as well as any existing equipment being installed shall be done by AVI-SPL during the commissioning phase.
- All supplied remote controls shall be handed over to the Client upon system commissioning.
- All displays and projectors shall be set to output brightest image possible.
- Any unused or old AV wires and cables shall be removed from the walls, floor, and ceiling to free up conduit space capacity for the new.
- AVI-SPL shall not be responsible for the working condition of the existing audio visual equipment.

Vacancy Sensor

- AVI-SPL shall install Crestron vacancy sensor in the ceiling tile area that shall allow for automatic system shutoff upon room vacancy for extended period. Exact timeframe for the system shutoff shall be determined at later point.

X-panel Crestron Control

- In addition to 2 existing Crestron touch screens, AVI-SPL shall also provide Crestron X-panel interface to allow for the control of the AV room equipment via any PC connected within the same domain.

Speakers

- Existing 16 ceiling speakers shall be repurposed and left in “as-is” condition as per Client’s request. Current speakers are not wired and connected to the system in accordance with audio visual standards as they are not 70V capable.

Amplifiers

- Existing 3 rack-mounted power amplifiers shall be repurposed and left in “as-is” condition as per Client’s request. Current amplifiers are not wired and connected to the system in accordance with audio visual standards as they are not 70V capable.

Microphones

- All existing microphones (wired and wireless) shall be repurposed and left in “as-is” condition. AVI-SPL shall utilize Dante audio networking capability of some of the existing wireless microphones.
- Each microphone shall be individually controlled and muted as needed across Crestron control platform.
- Master muting capability shall also be implemented via either of the Crestron control touch screens.

Speakers Queue System

- Existing Speakers Queue System shall be repurposed and left in “as-is” condition and used as originally intended. Viewing of next “request to speak” notification shall be possible via 2 existing Crestron touch screens located at the dais as well as at new 10” control touch screen at the AV rack.
- To preserve the control and functionality of the Speakers Queue System, existing and uncompiled Crestron control source code must be provided to AVI-SPL for alteration. Failure to provide this code may result in additional Crestron programming charges.

Dais Monitors

- Existing 20 monitors (small and square type) currently placed in front of each council member shall be removed. AVI-SPL shall deliver and install 10 new HD monitors (24" diagonal) instead via the existing millwork brackets. All 10 new monitors shall be showing the same image that shall be mirrored with the "Program" output shown on the projection screens. However, system will also allow "Preview" functionality via Digital Media matrix switcher, that shall be selectable from any of the 3 Crestron touch screens or X-panel.
- AVI-SPL shall install Kramer HDMI 1:10 distribution amplifier and Crestron scaler within the dais to assure that all 10 new monitors have the same exact digital HD picture quality.

Audio Visual Signal Routing

- Any audio visual source signal shall be routable to any or all displays and/or projectors at will, via Crestron control system. It is assumed that the audio signal shall always follow the video signal shown at the "Audience" projection screen.

Pan/Tilt/Zoom Camera

- AVI-SPL shall furnish and install a new HD pan/tilt/zoom (PTZ) camera with 30x optics lens at the ceiling area, along with its mount. Camera shall be controlled and powered via POE+ LAN. Camera control shall be possible via Crestron control system platform via memory presets or manual PTZ control of camera functions. Camera shall be connected to the PC located at the dais for video conferencing purposes and seamlessly used with all major UC soft codec platforms available on the market.

Presenter Timer System

- Existing Presenter Timer System shall be repurposed and left in "as-is" condition and used as originally intended.

Projection Screens

- Existing 2 projection screens recessed in the solid soffit ceiling shall remain at the same location and their enclosures shall remain "as-is". Existing screen motors with rollers along with 4:3 projection fabric shall be removed and replaced with the new ones featuring 16:9 format tensioned fabrics.
- Existing switched control of the screens currently located at the AV rack shall be removed and replaced with the new Crestron touch screen control instead.

Projectors

- Existing analog projectors shall be removed and replaced with the new Barco laser HD projectors delivering 8000 ANSI Lumens of brightness.
- Crestron digital video scaler and projector controller shall be added at each projector by AVI-SPL. Analog signal cables shall be replaced with the new, digital plenum rated type.
- AVI-SPL shall replace lower projector mounts, but upper mounting assemblies shall remain in place and “as-is”.

Document Camera Cart

- Existing document camera cart shall be repurposed, but the old document camera shall be replaced with the new 4K type that shall be secured to the cart.
- Mobile cart shall feature 4K Crestron HDMI access plate along with a new 10’ tactical grade Cat6 cable that shall allow for the document camera to be connected to the system via any of the 3 floor boxes located in front of the dais.

Rack Equipment and Accessories

- Existing audio visual rack shall be repurposed but most of its components shall be removed to free up space required for the new AV equipment.
- All existing rack accessories shall be reused, including power conditioner, lacing bars, cooling fans and thermal sensors, etc. but more rack accessories shall be added by AVI-SPL to provide support for the new cables and equipment.
- AVI-SPL shall deliver and install at the AV rack a 19” HD monitor for “Program” or “Preview” viewing of all AV sources at the control room.
- AVI-SPL shall deliver and install at the AV rack an audio monitor for “Program” or “In-Queue” listening of all AV sources and microphones at the control room.
- AVI-SPL shall deliver and install at the AV rack a new 10” Crestron control touch screen that shall allow full system control from the control room.
- AVI-SPL shall deliver and install at the AV rack a new 2200 VA UPS with optional LAN monitoring functionality enabled. The old UPS shall be removed from the AV rack and no longer used.
- AVI-SPL shall deliver and install Extron digital video recorder, capable capturing council meetings (camera video, presentation content and audio simultaneously) onto a memory card, built-in hard drive or network attached storage. This appliance can also live stream into the LAN as well as all major streaming services.
- Existing Crestron PRO3 system control processor and its expansion cards shall be repurposed and left in “as-is” condition.

- Existing Granicus streaming appliance shall receive a new video capture card that shall allow for video signal streaming along with the existing audio signal streaming.
- All existing audio mixers shall be removed and replaced with new acoustical echo canceling DSP instead. Existing Shure feedback suppressor shall be removed and no longer used.
- New AEC DSP shall be connected to the VoIP/SIP/POTS line to allow for phone dialing via Crestron control touch screens. This feature shall be used for standalone audio conferencing.
- Existing assistive listening transmitter shall be repurposed and used in “as-is” condition.
- Existing 6 wireless microphones (2 by EV and 4 by Shure) shall be repurposed and used in “as-is” condition.
- AVI-SPL shall rewire the entire AV rack from scratch in accordance with the industry’s best practices and standards.

Dais Equipment Rack

- Existing small AV equipment rack located at the dais shall be used for a new secondary AEC DSP placement. 11 microphones feeds from the dais and 3 from the floor boxes in front of the dais shall be connected to it and converted to a Dante audio protocol.
- Existing power conditioner shall be repurposed and used in “as-is” condition.
- Unused rack space shall be covered with blank plates.

Video Conferencing Desktop PC

- Client shall provide a small form factor desktop PC that shall be located at the dais and connected to the existing 24” ViewSonic monitor. This PC shall be used as main hub for the video conferencing. All audio, microphones as well as PTZ camera feed shall be connected to the PC via USB signal extension kit.

2 Podiums

- Both podiums shall have identical connectivity and functionality. Each podium shall feature a laptop within that shall be connected via HDMI cable to an HDMI access plate, also located inside the podium. Each HDMI plate digital media transmitter shall connect to any of the floor boxes via tactical grade Cat6 10’ cable.
- Gooseneck microphone at each podium shall connect to the any floor box, as currently is.
- Neither podium shall have an auxiliary HDMI input for additional laptop connections.

3 Floor Boxes

- The existing 3 floor boxes shall receive 3 new custom access plates (one in each). Each access plate shall feature XLR female connector for podium microphone input, Digital Media RJ45 input for HDMI transmitter and LAN RJ45 connector for Client’s local network.

Audio Record Output Press Plate

- AVI-SPL shall install on the wall by the entrance of the control room a single-gang wall access plate that shall feature a dual XLR male connector for the Press and Recording purposes.
- Recording audio level shall be “set and forget” type and not controllable via Crestron control system.

For Town of Palm Beach (printed name and signature): _____

For AVI-SPL (printed name and signature): _____

Date: _____

Room Summary - Council Chamber's AV Upgrade

Equipment List

Mfg	Description	Qty	Unit Price	Extended Price
	<u>DAIS EQUIPMENT</u>			
AVI	1.5' MICROFLEX HDMI CABLE (SCALER OUTPUT)	1	\$12.25	\$12.25
AVI	6' MICROFLEX HDMI CABLE (DAIS PROGRAM MONITORS-2, ZOOM DESKTOP)	3	\$23.13	\$69.39
AVI	9' MICROFLEX HDMI CABLE (DAIS PROGRAM MONITORS)	2	\$29.50	\$59.00
AVI	12' MICROFLEX HDMI CABLE (DAIS PROGRAM MONITORS)	2	\$44.81	\$89.62
AVI	15' MICROFLEX HDMI CABLE (DAIS PROGRAM MONITORS)	2	\$51.31	\$102.62
AVI	20' MICROFLEX HDMI CABLE (DAIS PROGRAM MONITORS)	2	\$61.06	\$122.12
CRESTRON	DIGITAL MEDIA RECEIVER, CONTROLLER AND SCALER, 4K (DAIS PROGRAM MONITORS)	1	\$1,038.46	\$1,038.46
CRESTRON	HDBASET TRANSMITTER WITH HDMI AND USB (ZOOM DESKTOP PC)	1	\$807.69	\$807.69
CRESTRON	10" CONTROL TOUCH SCREEN, POE (EXISTING EQUIPMENT)	2	\$0.00	\$0.00
ERGOTRON	VESA 100 24" MONITOR MOUNT (EXISTING EQUIPMENT)	10	\$0.00	\$0.00
KRAMER	1:10 HDMI DISTRIBUTION AMPLIFIER (DAIS PROGRAM MONITORS)	1	\$902.13	\$902.13
LENOVO	SMALL FORM FACTOR ZOOM PC WITH DP AND HDMI OUTPUT (M80Q FURNISHED BY THE CLIENT - TO INCLUDE POWER SUPPLY, SURFACE/VESA MOUNT, KEYBOARD AND MOUSE)	1	\$0.00	\$0.00
PLANAR	24" WIDE SCREEN HD MONITOR	10	\$189.41	\$1,894.10
QSC	AEC DSP DIGITAL AUDIO PROCESSOR	1	\$2,352.94	\$2,352.94
SHURE	MX418DS DESKTOP GOOSENECK MICROPHONE (EXISTING EQUIPMENT)	11	\$0.00	\$0.00
VIEWSONIC	24" WIDE SCREEN HD MONITOR WITH MOUNT (EXISTING EQUIPMENT TO BE USED FOR ZOOM PC)	1	\$0.00	\$0.00
	<u>CEILING AND WALLS EQUIPMENT</u>			
AVER	30X PRO PTZ OPTICAL ZOOM CAMERA, WHITE	1	\$1,926.06	\$1,926.06

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Mfg	Description	Qty	Unit Price	Extended Price
AVER	CEILING PTZ CAMERA MOUNT	1	\$123.35	\$123.35
AVI	100' HD SDI CABLE, PLENUM (PTZ CAMERA)	1	\$173.75	\$173.75
AVI	CUSTOM ENGRAVED AUDIO OUT XLR PLATE, WHITE (USED FOR PRESS)	1	\$59.85	\$59.85
AVI	6' MICROFLEX HDMI CABLE (PROJECTORS)	2	\$23.13	\$46.26
BARCO	8000 LUMENS NATIVE HD DLP LASER PROJECTOR, WHITE (INCLUDES STANDARD LENS)	2	\$8,318.08	\$16,636.16
CHIEF	LOWER PROJECTOR MOUNT, BLACK	2	\$156.84	\$313.68
CHIEF	UPPER PROJECTOR MOUNT, BLACK (EXISTING EQUIPMENT)	2	\$0.00	\$0.00
CRESTRON	DIGITAL MEDIA RECEIVER, CONTROLLER AND SCALER, 4K (PROJECTORS)	2	\$1,038.46	\$2,076.92
CRESTRON	CEILING MOUNTED MOTION SENSOR, WHITE (USED TO SHUT THE SYSTEM DOWN UPON ROOM VACANCY)	1	\$161.54	\$161.54
DRAPER	65" x 104" PROJECTION SCREEN FABRIC AND MOTOR, 16:10 (EXISTING ENCLOSURES AND LVCs TO BE REUSED - 2' BLACK DROP)	2	\$2,637.20	\$5,274.40
TBD	FULL RANGE CEILING TILE SPEAKER ASSEMBLY (EXISTING EQUIPMENT)	16	\$0.00	\$0.00
	<u>2 PODIUMS EQUIPMENT</u>			
AVI	6' MICROFLEX HDMI CABLE (ONE FOR EACH PODIUM)	2	\$9.65	\$19.30
AVI	CUSTOM ENGRAVED 1-GANG FLOOR BOX ACCESS PLATE, WHITE (XLR MIC IN, RJ45 LAN, RJ45 DM IN)	3	\$138.93	\$416.79
AVI	10' TACTICAL GRADE CAT6 CABLE, BLACK (ONE FOR EACH PODIUM)	2	\$19.73	\$39.46
AVI	10' TACTICAL GRADE CAT6 CABLE, GRAY (ONE FOR EACH PODIUM)	2	\$19.73	\$39.46
CRESTRON	4K HDMI ACCESS PLATE, BLACK (ONE FOR EACH PODIUM)	2	\$576.92	\$1,153.84
LENOVO	WINDOWS BASED LAPTOP WITH HDMI OUTPUT (EXISTING PODIUM EQUIPMENT)	2	\$0.00	\$0.00
SHURE	MX418DS DESKTOP GOOSENECK MICROPHONE (EXISTING PODIUM EQUIPMENT)	2	\$0.00	\$0.00
	<u>DOCUMENT CAMERA CART</u>			
AVI	3' MICROFLEX HDMI CABLE	1	\$16.69	\$16.69
AVI	10' TACTICAL GRADE CAT6 CABLE	1	\$19.73	\$19.73
CRESTRON	4K HDMI ACCESS PLATE, BLACK	1	\$576.92	\$576.92

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Mfg	Description	Qty	Unit Price	Extended Price
WOLFEVISION	DOCUMENT CAMERA WITH PLATE	1	\$2,432.93	\$2,432.93
	<u>AV RACK EQUIPMENT</u>			
AVI	2' CAT6 MICROFLEX LAN CABLE, BLACK	2	\$3.59	\$7.18
AVI	5' CAT6 MICROFLEX LAN CABLE, BLACK	5	\$5.35	\$26.75
AVI	4' HDMI CABLE	3	\$7.32	\$21.96
AVI	6' HDMI CABLE	3	\$9.65	\$28.95
AVI	3' SDI PATCH CABLE	2	\$24.99	\$49.98
AVI	6' SDI PATCH CABLE	2	\$28.74	\$57.48
AVI	POE+ POWER INJECTOR (PTZ CAMERA)	1	\$29.32	\$29.32
BLACK MAGIC DESIGN	AV BRIDGE TO USB 2.0	1	\$465.88	\$465.88
BLACK MAGIC DESIGN	AV BRIDGE RACK SHELF	1	\$80.00	\$80.00
BLACK MAGIC DESIGN	CONTROL PANEL FOR AV BRIDGE	1	\$80.00	\$80.00
CRESTRON	8G+ INPUT DM CARD (FLOOR BOX FEED)	3	\$634.62	\$1,903.86
CRESTRON	DUAL 8G+ OUTPUT DM CARD	2	\$750.00	\$1,500.00
CRESTRON	HDMI WITH HDCP DM INPUT CARD (DAIS ZOOM DESKTOP, EXTRON DVR)	2	\$461.54	\$923.08
CRESTRON	DUAL HDMI OUTPUT DM CARD WITH SCALER (RACK MONITOR, CONTENT RECORDING)	1	\$1,038.46	\$1,038.46
CRESTRON	3G SDI DM INPUT CARD (CAMERA IMAG FEED)	1	\$692.31	\$692.31
CRESTRON	8X8 DIGITAL MEDIA MATRIX SWITCHER FRAME, NO CARDS	1	\$2,480.77	\$2,480.77
CRESTRON	10" RACK MOUNTABLE CONTROL TOUCH SCREEN, BLACK	1	\$1,384.62	\$1,384.62
CRESTRON	RACK MOUNT KIT FOR 10" TOUCH SCREEN	1	\$115.38	\$115.38
CRESTRON	PRO3 CONTROL PROCESSOR (EXISTING EQUIPMENT)	1	\$0.00	\$0.00
CROWN	XLS 402 FULL RANGE POWER AMPLIFIER (EXISTING EQUIPMENT)	3	\$0.00	\$0.00
CYBERPOWER	2200VA RACKMOUNTED UPS	1	\$408.57	\$408.57
CYBERPOWER	LAN REMOTE MANAGEMENT CARD FOR UPS	1	\$163.18	\$163.18
EV	RE2 WIRELESS RECEIVER (EXISTING EQUIPMENT)	2	\$0.00	\$0.00
EXTRON	DIGITAL VIDEO RECORDER W/ 80Gb HARD DRIVE	1	\$3,523.53	\$3,523.53
FOSTEX	POWERED AUDIO MONITOR, RACK MOUNTED	1	\$432.20	\$432.20
GRANICUS	STREAMING APPLIANCE SERVER (EXISTING EQUIPMENT)	1	\$0.00	\$0.00

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Mfg	Description	Qty	Unit Price	Extended Price
LUXUL	26-PORT 24-POE+ SWITCH FOR DANTE	1	\$758.93	\$758.93
MIDDLE ATLANTIC	RACK VERTICAL POWER STRIP	1	\$132.75	\$132.75
OSPREY VIDEO	SDI WITH AUDIO CAPTURE CARD FOR GRANICUS STREAM	1	\$1,125.65	\$1,125.65
QSC	AEC DSP DIGITAL AUDIO PROCESSOR	1	\$2,352.94	\$2,352.94
SHURE	ULXD4Q QUAD CHANNEL WIRELESS MICROPHONE RECEIVER (EXISTING EQUIPMENT)	1	\$0.00	\$0.00
TBD	ASSISTIVE LISTENING AUDIO TRANSMITTER (EXISTING EQUIPMENT)	1	\$0.00	\$0.00
TOTEVISION	18.5" LCD MONITOR WITH RACK MOUNT, 16:9, 7RU	1	\$369.93	\$369.93
	*** ALL PRICING IS BASED ON TIPS CONTRACT #190703 ***			
Subtotal				\$59,111.07

Room Support and Maintenance

Elite Maintenance Services - Room; 12-months **\$3,389.60**

Equipment Total	\$59,111.07
Installation Materials	\$3,966.21
Professional Services	\$28,040.00
Direct Costs	\$0.00
General & Administrative	\$4,483.53
Services - Room Support and Maintenance	\$3,389.60
Subtotal	\$98,990.41

For informational purposes only – all Purchase Orders must match Investment Summary details.

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Services Summary



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Services & Support

Global Support and Maintenance

AVI-SPL's Global Support and Maintenance offerings provide world-class services designed to help you achieve the most uptime and the best return on investment (ROI) from your technology. We apply our 40 years of experience with 700+ manufacturer technologies to be the services partner you can count on.

Service Levels Available:

	Essential (T&M)	Enhanced	Elite
Unlimited Remote Help Desk, 24x7		●	●
Unlimited Onsite Support, 8x5			●
In Manufacturer-Warranty Hardware	●	●	●

Support Services are provided on a per-room or per-project basis.

Essential (Time & Materials)

Full suite of Global Support offerings available in a noncontract form, all billable at standard AVI-SPL rates.

Billable Offerings:

- Remote Help Desk, 24x7 Specialist Remote Support
- On-site Technical Dispatch
- Parts Repair and Replacement

Enhanced

- Offers unlimited remote help desk support – available 24x7x365.
- Facilitates the repair or replacement of manufacturer programs for applicable hardware.
- Access to software updates and upgrades for hardware covered by manufacturer program.
- Use of online incident reporting tool for easy ticket awareness.
- Eligibility for discounted hourly rates when other Global Support services not included in the Enhanced offering are requested.

Elite

- Repair or replacement programs of manufacturer programs for applicable hardware.
- Access to software updates and upgrades for manufacturer program covered hardware.
- Insight into an online incident reporting tool for easy ticket awareness.
- Eligibility for discounted hourly rates when other Global Support services not included in the Enhanced offering are requested

AVI-SPL Global Support and Maintenance PLUS Options

Plus Options are available at an additional cost.

Our Global Support and Maintenance PLUS Options are additions to the standard offering, customized to your unique environment. PLUS options allow us to take on more of the risk associated with aging equipment, help prevent unexpected expenses, and provide an accelerated on-site response time to get spaces up and running. Add one or multiple options to enable the flexibility needed.

Extended Hardware Warranty	Corrective Maintenance Visit
Accelerated Onsite Response: 4 Hour or Next Business Day	Loaner Equipment
Preventative Maintenance Check	Consumable Replacement

Extended Hardware Warranty*

We cover repair or replacement cost of malfunctioning equipment. Unforeseen expenses drop significantly as we assume the risk of replacement parts of aging equipment.

*Owner Furnished Equipment not Included

Enhanced On-site Response

Optional Next Business Day or four-hour on-site response (each purchased separately) provide the fastest response possible to keep mission-critical situations from escalating.

*Not available in all areas. Subject to AVI-SPL approval

Preventative Maintenance Check

Discover a potential issue before a meeting. On-site visits work around scheduled use of space to ensure equipment is kept in optimal operating conditions. On-site technicians complete a standard checklist and make recommendations to enhance reliability, features, and security.

Corrective Maintenance Visit

On-site maintenance visits can be purchased up-front and scheduled after a fault has been found to resolve a hardware or software issue and bring the room back to operating specifications.

Loaner Equipment

We reduce downtime by keeping rooms fully functional while a final repair is executed. We provide a functionally equivalent piece of equipment.

*Not available in all areas. Subject to AVI-SPL approval

Consumable Replacement

Proper maintenance is essential to ensuring equipment reaches its maximum lifespan. Mitigate unknown expenses by including high-volume points of failure (examples include: lamps, bulbs, filters, fuses, batteries).

*Not available in all areas. Subject to AVI-SPL approval



On-site Managed Services

As you expand your technology collaboration estate and adoption and usage becomes a must for return on investment, you may find you require in-house technical resources. However, understanding what you need, what skill set is required, and how to find the resources can be outside of your expertise. The added responsibility of job growth and training can also create undue pressures on your organization or departments. AVI-SPL On-site Managed Services (herein referred to as OMS) allows you to have the full-time resource without taking on the full-time responsibility, with the added benefit of OMS resources being supported by the #1 integrator and four GSOCs.

Understanding that every organization is unique, we will custom design all managed services deployments to ensure your needs are fully met.

Managed services can include, but are not limited to:

- Meeting Support
- Break/Fix Support
- Concierge Services
- Proactive Maintenance
- System Administration and Management

Common Staff Roles Deployed:

On-site Meeting Support Professional

- Setup and teardown of all scheduled on-site meetings
- Daily system checks to ensure equipment and room functionality
- Escalate when required to Service Provider
- Remote testing for local and regional offices
- “White glove” level of customer support to all clients
- Ensure all AV spaces are presentable for use

On-site Maintenance Technician

- Preventative maintenance to ensure equipment and room is ready for use
- Defective/failed equipment identification and incident management/ownership
- Cooperate with client and AVI-SPL support teams to provide remediation
- Interface to manufacturers, developers, engineers and project managers
- Remote troubleshooting for local and regional offices
- Reporting and adherence to service levels agreements

On-site Management

- Manage all AVI-SPL on-site personnel
- Ensure proper maintenance of AV/VTC real estate
- Ensure proper meeting and event support
- Interface with customer stakeholders at all levels
- Support reporting and analytics as needed to drive Continuous Service Improvement, improved end user satisfaction, and maximize customer’s return on investment

AVI-SPL Symphony: User Experience Management Application

AVI-SPL Symphony is a User Experience Management Application for collaboration technologies that simplifies user engagement, improves meeting success, and enables business outcomes. It is a multi-tenant cloud-based application, focused on monitoring, controlling, scheduling, ticketing, and analyzing of the supporting meeting technology estate within your organization. Deploying Symphony provides an integrated end-to-end collaboration workflow, a single-pane view into the supporting technology estate, and actionable business intelligence. This drives the desired user experience and adoption.

Symphony's simple, clean interfaces provide in-depth looks into the system to easily identify problems and troubleshoot and resolve system issues. Proactive management enables you to save the meeting before end users are impacted. Analytics enable problem management, root cause analysis, and other actionable business intelligence to enable your organization to make improvements with confidence.

Providing the deepest look into complete environments, Symphony natively integrates with a variety of devices to provide rich monitoring, ticketing applications, and scheduling applications.

Highlights of the Symphony application include:

Integrated Workflow



Activate services from your native workflow. Symphony combines trouble tickets, scheduling, and cloud video service launching into a centralized operation. Integrating with third-party applications and platforms delivers a global lens into your investments and provides a seamless meeting experience.

Single-Pane View



View your entire environment – not just a piece of it – from one portal. With the vast number of manufacturers being deployed in a collaboration environment, management of technologies is resulting in technical resources and administrators operating different tools depending on the technologies in place. With a single portal to see the health, scheduling, and ticketing of rooms, you can proactively monitor and resolve before meetings and users are impacted.



Actionable Business Intelligence

Technology investments are targeted to enable business success. It's important that you know where your teams are engaging with technology, how your technology is fairing, and that you're maximizing technology and real estate investment. Symphony provides the data behind your environments – you'll be able to see if your teams prefer huddle spaces in San Diego or conference rooms in Boston.

Addendum to General Terms and Conditions - Support and Maintenance Services

The following terms supplement and modify the General Terms and Conditions as they apply to Seller's provision of support and maintenance services as more particularly described in this Addendum and the Support and Maintenance Services Description (collectively, the "Services"). Any capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the General Terms and Conditions.

1. Definitions

This Addendum contains defined terms and acronyms. The following definitions shall apply:

"Help Desk" means Seller's 24x7 global help desk as described in the Support and Maintenance Services Description and this Addendum;

"In-Warranty Hardware" means the covered equipment has an active, Manufacturer or third-party sponsored warranty program that can be exercised by the Buyer or by the Seller on behalf of the Buyer;

"Manufacturer" means an entity that produces hardware and / or software;

"Out-of-Warranty Hardware" means the covered equipment does not have an active, Manufacturer or third-party sponsored warranty program that can be exercised by the Buyer or by the Seller on behalf of the Buyer;

"Software Options" means optional functionality or features of software that may be selected at the time of purchase or later, and for which separate charges are assessed;

"Software Update" means software for which the Manufacturer has provided fixes or minor revisions to correct errors or defects in the existing operation of the software in accordance with the published product specifications, and which is limited to those updates that the Manufacturer generally provides to its customers at no charge. Software Updates do not include Software Upgrades or Software Options;

"Software Upgrade" means new releases of the software which contains enhancements improving the functionality or capabilities of the software, which Manufacturer may make available to its customers. Software Upgrades do not include Software Options; and

"Support and Maintenance Services Description" means that portion of the Proposal detailing the Services being purchased by Buyer.

2. Services Description

The Services purchased by Buyer are detailed in the Support and Maintenance Services Description.

3. Services Orders

Following Seller's order confirmation, Buyer agrees to provide a contact name, contact email address, and telephone number at the service location(s). Standard response times and service level agreements are not guaranteed until such information is received by the Help Desk.

Products specifically identified in the proposal will be eligible for Services. If Buyer elects to purchase any additional or optional services or features, additional fee(s) will be invoiced separately with payment terms as specified for such services.

4. Services Term

The Services shall commence upon installation project completion or, for Stand-alone

Services, upon Seller's confirmation of Buyer's order, and shall continue for the term specified in the Proposal, unless earlier terminated. Installation projects containing multiple phases or being performed over extended periods may include multiple completion milestones / service commencement dates. The Services shall expire at the conclusion of the term specified in the Proposal, unless earlier terminated. Notwithstanding anything to the contrary in the Terms and Conditions, Seller reserves the right to postpone commencement of the Services, upon written notice to Buyer, in the event of any delays that prevent Seller from commencing the Services on the original commencement date. In such case, Seller will provide a new Services commencement date and the term of the Services will commence as of that date and continue for the term specified in the Proposal, notwithstanding any specific dates contained in the Agreement or any other purchase documents. Invoicing and payment will be adjusted to align with the new commencement date of the Services.

5. Services Availability

Help Desk remote support is available on a 24x7 basis.

Unless otherwise noted in the Support and Maintenance Services Description, the Seller's field service technicians are available Monday through Friday from 8 AM to 5 PM local standard time, excluding legal holidays. For Buyers with service locations in the United Arab Emirates, the Seller's field service technicians are available Sunday through Thursday from 8 AM to 5 PM local standard time, excluding legal holidays.

Requirements to provide Services prior to or after the agreed upon hours of support must be agreed to by both Parties in advance and in writing and additional fees may apply.

6. Third Party Services

Seller may make third party services available to Buyer. Seller offers no guarantees and assumes no responsibility or liability of any kind with respect to third party services.

7. Software Updates, Upgrades, and Options

The Help Desk will assist with the provision of Software Updates, Upgrades, or Options when necessary to resolve a reported issue and when made available by the Buyer or Manufacturer. Depending on Services elected, additional charges may apply for proactive management of Software Updates, Upgrades, or Options and when specialist or onsite support of these activities is requested or required. Seller will not be liable for any issues, damages or disruption arising from a Software Update, Upgrade, or Option released by a third party.

8. Replacement Parts

Standard program: In-Warranty Hardware will be eligible for repairs or replacement parts and the use of advanced replacement programs in accordance with the Manufacturer's published warranty program.

Replaced parts will become the property of Seller or the Manufacturer. If replacement activity is performed by Buyer, the replaced parts must be returned per the Seller's

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direction within five (5) business days of receipt of the replacement part; otherwise, Buyer will be invoiced the full list price for the replaced part.

Depending on Services elected, additional charges may apply for onsite support of In-Warranty Hardware parts repair or replacement. Out-of-Warranty Hardware or other parts repair or replacement deemed to be out-of-warranty will be considered billable activity.

Optional program: Buyers who elect an extended hardware warranty as a component of their Services are eligible for repairs or replacement parts for Out-of-Warranty Hardware. The inclusion of this coverage must be incorporated into the Support and Maintenance Services Description and is further described therein.

9. Service Level Agreement

Help Desk response: Seller's Help Desk will provide an average speed of answer of sixty (60) seconds for support calls and will respond to new service requests made via email or web portal to its Help Desk within four (4) hours with case assignment notification.

Upon the Help Desk's determination that a dispatch is required, Seller's field service technicians will provide the onsite response aligned to the service level elected in the Support and Maintenance Services Description. The ability to meet this service level may be impacted by the Buyer's room availability, the requirement for replacement parts, and the reliance on a Buyer's third-party.

When a case is opened, the Help Desk will classify the case in accordance with the following incident priority classifications:

Priority 1 – core business or technology functionality unavailable resulting in work stoppage or significant impact to user experience

Priority 2 – a loss in functionality that compromises but does not prevent work completion or have significant impact to user experience

Priority 3 – issue that does not compromise work completion and therefore does not require immediate attention

Priority 4 – issue that can be scheduled such as a maintenance activity or scheduled replacement

10. Services Exclusions

Unless otherwise specified in the Support and Maintenance Services Description, Services do not cover any of the following: (i) electrical work and / or in-house cabling; (ii) repair or replacement resulting from natural disaster, fire, accident, neglect, misuse, vandalism, water, corrosion, power surges, unconditioned or fluctuating power, Buyer-provided network, or failure of the installation site to conform to Manufacturer specifications; or resulting from use other than intended purposes; or resulting from use with items not provided or approved by Seller; or resulting from the performance of maintenance or the attempted repair by persons other than Seller's employees or persons authorized by Seller; (iii) repair or replacement excluded by or no longer covered by the Manufacturer's repair and replacement program; (iv) furnishing supplies or accessories including consumables such as projection lamps, bulbs, filters, fuses, batteries and the labor to replace these items; (v) relocation services, or the addition or removal of items from or to other devices not furnished by Seller; (vi) damage to displays caused by screen burnout or image "burn-in"; and (vii) Services in connection with computer viruses or conflicts involving software that is not installed or introduced by Seller including coverage for Buyer-furnished product unless specifically listed as covered product.

Any modifications and / or additions made without Seller's prior written approval are at Buyer's sole risk and expense. If, in Seller's reasonable discretion, such modifications and / or additions cause defects, disruptions and / or malfunction, and Buyer requests Seller's assistance to correct the issue, Seller's assistance will be billable at Seller's then-current time and material rates.

11. Charges and Payment Terms

Unless otherwise specified in the Proposal, payment terms are net 30 days from Buyer's receipt of invoice. Unless otherwise specified in the Proposal, Stand-alone Services will be billed upon Seller's confirmation of Buyer's order. Any services provided that are not included in the Services will be billable as incurred.

12. Termination

Seller may immediately terminate the Services upon written notice in whole or in part for cause if any person other than a Seller employee or designated service representative alters covered equipment rendering it unsafe.

In the event of Buyer's early termination for cause, a pro-rated refund will be issued to the Buyer for the unused term of Services, except Buyer shall remain liable for (i) all non-refundable third-party fees incurred by Seller for prepaid expenses and (ii) all services performed during Services term. Services may not be terminated for convenience.

Seller reserves the right to terminate or modify available Services at any time in its sole discretion; provided, however, that any such termination or modifications will not affect any Services already ordered by Buyer and confirmed by Seller prior to such termination or modifications except as mutually agreed by both Parties.

13. Buyer Obligations

(a) Buyer shall provide Seller with all information, cooperation and access that Seller reasonably requests for remote diagnosis of the reported issue. Parts replacement and onsite service may not become available until the Help Desk is provided the appropriate information or support to diagnose the issue.

(b) If applicable, Buyer shall provide Seller personnel with timely access to service location and adequate working space at no charge to Seller.

(c) Buyer shall provide Seller's onsite managed services personnel with adequate working conditions that comply with all applicable labor, safety and health laws and regulations.

(d) Buyer will provide the necessary utility services for use in accordance with the Manufacturer's applicable published specifications.

(e) Buyer will be responsible for payment of parts and services provided by Seller that are not covered by the Services. Seller will obtain Buyer's written consent prior to providing the parts and / or services, which will be billable at Seller's then-current time and material rates.

(f) Seller strongly recommends that Buyer install and use a current, reputable anti-virus program in connection with any PC-based, open-architecture product, and that Buyer regularly updates and runs such anti-virus program, especially in connection with the emergence of any new viruses.

(g) Buyer is solely responsible for backing up its data. Seller will not under any circumstances have a duty to back up Buyer's data or to restore data that is lost in the course of Seller's provision of Services, or otherwise. Seller will not be liable for the

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loss of Buyer's data, whatever the reason for the loss, including without limitation as a result of Seller's negligence. The preceding limitation applies to any cause of action, whether based in contract, tort, or any other theory.

14. Solicitation

At no time during the term of the Services or for one (1) year thereafter, will Buyer directly or indirectly offer employment to any Seller employees who performs Services on behalf of Seller without Seller's express prior written consent. In the event that Buyer is in breach of this provision, Seller shall have the right to invoice Buyer, and Buyer agrees to pay, a sum equal to twelve (12) months' salary in respect of the hired individual. The foregoing restrictions shall not apply to solicitation through any general recruitment advertisement in the normal course of business, without specifically targeting or approaching the other Seller's employees.

15. Warranty and Limitation of Liability

SELLER WARRANTS FOR NINETY (90) DAYS FROM THE PERFORMANCE OF ANY SERVICES HEREUNDER THAT SUCH SERVICES SHALL BE PERFORMED IN A WORKMANLIKE MANNER CONSISTENT WITH GENERALLY ACCEPTED INDUSTRY STANDARDS. SELLER MAKES NO OTHER WARRANTY, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR OF MERCHANTABILITY. SELLER MAKES NO WARRANTY THAT OPERATION OF THE PRODUCT SERVICED WILL BE UNINTERRUPTED OR ERROR FREE. BUYER MUST PROMPTLY REPORT IN WRITING ANY BREACH OF THIS WARRANTY TO SELLER NO LATER THAN FIFTEEN (15) DAYS AFTER EXPIRATION OF THE ABOVE WARRANTY PERIOD, AND BUYER'S EXCLUSIVE REMEDY AND SELLER'S ENTIRE LIABILITY FOR ANY BREACH OF SUCH WARRANTY SHALL BE FOR SELLER TO RE-PERFORM THE SERVICES OR, IF SELLER IS UNABLE TO RE-PERFORM THE SERVICES AS WARRANTED, BUYER SHALL BE ENTITLED TO RECOVER THE PRORATED FEES PAID TO SELLER FOR THE NONCONFORMING SERVICES. SUBJECT TO THE EXCLUSION OF DAMAGES PROVISION CONTAINED IN THE GENERAL TERMS AND CONDITIONS, SELLER'S MAXIMUM LIABILITY FOR ALL OTHER DAMAGES WILL BE LIMITED TO ONE (1) YEAR'S SERVICE CHARGES. THIS LIMITATION OF LIABILITY IS CUMULATIVE AND NOT PER INCIDENT. SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES AND IN SUCH EVENT, THE FOREGOING EXCLUSIONS AND LIMITATIONS SHALL ONLY APPLY TO THE EXTENT PERMITTED BY APPLICABLE LAW.

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Integration Inclusions & Exclusions

Inclusions

The following items are INCLUDED in this proposal unless specifically noted otherwise within this proposal document or scope of work statement:

- All equipment, wire and accessories required for a fully functional audio/visual system per the agreed upon scope of work.
- Non-union labor associated with audio/visual system engineering, installation, programming and testing.
- Documentation package including complete as-built AV system diagrams and manufacturer's operation manuals.
- Coordination and cooperation with the construction team in regard to installing the system.
- User demonstration of full AV system operation for final sign-off.

Any additional trips, labor or materials due to failure of the other work forces to have the audiovisual system rough-in work completed as anticipated and previously confirmed, will be added to the project billing as required.

Where applicable, the owner's architect will provide AVI-SPL's engineering department with all required architectural floor, reflected ceiling, building elevation, and section plans in AutoCAD® format at no charge to AVI-SPL.

Exclusions

The following items are EXCLUDED from this proposal unless specifically identified otherwise within this proposal document or scope of work statement.

- All conduits, high voltage wiring panels, breakers, relays, boxes, receptacles, etc. Any related electrical work including but not limited to 110VAC, conduit, core drilling, raceway and boxes.
- Voice/data cabling, IE analogue phone lines, ISDN lines, network ports, etc.
- Network connectivity, routing, switching and port configuration necessary to support audiovisual equipment.
- Concrete saw cutting and/or core drilling.
- Fire wall, ceiling, roof and floor penetration, patching, removal or fire stopping.
- Necessary sheet rock replacement, ceiling tile, T-bar replacement and/or wall/ceiling repair.
- Any and all millwork (moldings, trim, etc.). All millwork or modifications to project millwork/furniture to accommodate the AV equipment is to be provided by others.
- Painting, patching or finishing of architectural surfaces.
- Permits
- Engineered (P.E.) seals and/or stamped structural/system details.
- HVAC and plumbing relocation.
- Rough-in, bracing, framing or finish trim carpentry for installation.
- Cutting, structural welding, or reinforcement of structural steel members required for support of assemblies, if required.
- Owner furnished equipment or equipment furnished by others that is integrated into the systems (as described above) is assumed to be current, industry acceptable and in good working order. If it is determined that this equipment is faulty upon installation, additional project charges may be incurred.
- Warranty or Customer Care service coverage for Owner furnished equipment or equipment furnished by others.
- Additional or specific manufacturer's "User Adoption" training.
- Additional costs for union labor.



General Terms and Conditions

1. Applicability of Terms

1.1 These General Terms and Conditions (together with any addenda attached hereto and incorporated herein by this reference, the "Terms and Conditions") and the accompanying Audiovisual Solutions Proposal (the "Proposal") are the only terms and conditions which govern the sale of the equipment and any related software (the "Products") and services (the "Services") specified in the Proposal by Audio Visual Innovations, Inc. or Signal Perfection Ltd. (as applicable, "Seller") to the buyer/customer identified in the Proposal ("Buyer"). Seller and Buyer may be individually referred to as a "Party" and collectively as "Parties."

1.2 The Terms and Conditions and the Proposal (collectively, the "Agreement") comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. In the event of a conflict or inconsistency between the General Terms and Conditions and any addendum, the addendum shall prevail to the extent of such conflict or inconsistency. In the event of a conflict between the Terms and Conditions and the Proposal, the Terms and Conditions shall prevail to the extent of such conflict or inconsistency. Notwithstanding anything herein to the contrary, if a master services agreement signed by both Parties is in effect covering the sale of the Products and Services that are the subject of the Proposal, the terms and conditions of said agreement shall prevail to the extent they conflict or are inconsistent with these Terms and Conditions.

2. Acceptance and Modification of Terms

2.1 This Agreement shall not be binding upon Seller until accepted by Buyer as set forth in this sub-Section 2.1 and the earlier of Seller's confirmation in writing of Buyer's order and Seller's performance under the applicable Proposal. Buyer's signed acceptance of the Agreement, issuance of order against the Agreement, payment for any of the Products or Services contained in the Agreement, or receipt of the Products or Services contained in the Agreement, whichever occurs first, shall constitute Buyer's acceptance of this Agreement.

2.2 Any modification, addition to, or waiver of any of this Agreement shall not be effective unless in writing and signed by an authorized representative of Seller, and any different or conflicting terms appearing in Buyer's purchase order or other documents are expressly rejected by Seller. No relaxation, forbearance or indulgence by a Party in enforcing any of the terms and conditions of this Agreement or the granting of any time to the other Party shall prejudice or restrict the rights and powers of a Party hereunder, nor shall waiver of any breach hereof operate as a waiver of any subsequent or continuing breach hereof.

3. Delivery

3.1 Seller will use its best efforts to deliver the Products in accordance with the Buyer requested delivery date, subject to receipt of all necessary information from Buyer and Buyer's compliance with Seller's reasonable instructions for site readiness. Shipping and installation dates are approximate only, and Seller shall not be liable for failures of or delays in manufacture, delivery or installation resulting from any cause or causes beyond its reasonable control and without its fault or negligence.

3.2 Any delay due to causes beyond Seller's reasonable control and without Seller's fault or negligence shall extend delivery and installation dates to the extent caused thereby. Seller will use reasonable efforts to timely notify Buyer in the event of a delay. Buyer shall reimburse the Seller its reasonable additional expenses resulting from any Buyer-caused delay. When delivery of the Products is delayed at the request of the Buyer and the Products have already been shipped by Seller's vendor, Seller will place the Products in storage and invoice Buyer the price of such Products, which will be promptly paid. Seller shall not be liable, and the Buyer shall have no right to cancel or rescind this Agreement, in the event of any delay due to causes beyond Seller's reasonable control and without Seller's fault or negligence, and Buyer shall accept such delayed performance by Seller. The Buyer's receipt of the Products shall constitute a waiver of any claims for delay.

4. Billing and Payment Terms

Unless otherwise agreed in writing by Buyer and Seller in the Proposal, the total Proposal price, excluding the price for Stand-alone Services (as defined in this section), shall be billed as follows, subject to continuing credit approval: 50% down payment at time of order, 40% upon delivery at Seller; 10% upon project completion and Buyer sign-off or first beneficial use, whichever occurs first, payable net 30 from Buyer's receipt of invoice. For purposes of this Agreement, "Stand-alone Services" means any Services not attached to an installation project. Unless otherwise specified in the Proposal, Products are sold F.O.B. origin-Buyer to pay all shipping charges. If this Proposal covers Products or Services for more than one system, room, suite, or location, for purposes of payment in accordance with payment terms stated on the face hereof each room, suite, or location shall be treated as if the subject of a separate sale and payment made accordingly. Unless otherwise specified in the Proposal, all pricing and amounts are in US Dollars and all billing and payment shall be made in US Dollars.

5. Buyer in Arrears or Default

In the event Buyer is in arrears with any payment due from it to Seller at any time, whether in respect of the Proposal price or any other amount due from the Buyer to the Seller under the terms of this Agreement, the amount in arrears shall bear interest at the rate of 1.5% per month or the maximum rate permitted by applicable law, whichever is less, as from the date each amount falls due, pending actual payment thereof in full, without prejudice to any relief or remedy available to Seller. Upon notice to Buyer and without waiving any other rights or remedies to which it may be entitled, Seller shall have the right to suspend or terminate performance of the Services or delivery of the Products until payment of the amount in arrears is received, decide not to fulfill additional orders from Buyer and/or seek collection of all amounts due. Seller shall have no liability to Buyer for any such suspension or termination. In the event of any action by Seller to collect any amount not paid when due, Buyer will reimburse Seller for its costs of collection (including, without limitation, any reasonable attorneys' fees). In the event of Buyer's default, Seller may also, without notice, peaceably enter any premises in which the Products are located and remove, hold and sell them in accordance with applicable law, to satisfy in whole or in part Buyer's obligations.

6. Title and Risk of Loss

6.1 Title to the Products shall pass to Buyer upon delivery, subject to the manufacturer's or Seller's software license (if applicable) and a purchase money



security interest retained by Seller in the Products sold and the proceeds thereof until payment of all amounts then due to Seller. Seller shall be entitled to remove the Products from the Buyer's premises if all payments are not made when due. Buyer agrees to reasonably cooperate with Seller in the execution and filing of financing statements under the Uniform Commercial Code or other documents as Seller reasonably requests to protect its security interest.

6.2 Risk of loss or damage to the Products or any part thereof shall pass to the Buyer upon delivery.

7. Installation and Site Preparation

7.1 Installation (e.g. field assembly, interconnection, equipment calibration and checkout) is to be performed by the Seller's trained technical employees. The Seller shall be entitled to employ subcontractors and/or agents to assist in or carry out, in whole or in part, the installation. In the event installation by Seller employees is prevented by trade unions, the Buyer shall arrange with the trade unions at its own expense to complete installation. The Seller is thereafter liable only for engineering supervision of installation.

7.2 The Seller shall reasonably coordinate and cooperate with other trades to facilitate satisfactory work progress. If the Seller's work in progress is impeded by other trades and/or contractors (excluding the Seller's own subcontractors) or by scheduling delays due to the Buyer, time delays in the final installation as well as additional charges, including labor, travel and other reasonable expenses, may result.

7.3 The Buyer shall be responsible for preparing, at its own expense, the installation site in accordance with the Seller's reasonable instructions, including the requirements specified in the Proposal. In no event shall the Seller be responsible for any high voltage electrical work, ceiling modifications, structural modifications, or mechanical systems modifications. Unless otherwise agreed in writing in the Proposal, Buyer shall provide the Seller with source code for any non-Seller programmed remote control system required to be modified under the terms of this Agreement.

8. Access to Project Site

8.1 The Buyer shall provide the Seller with reasonable access to the installation site before delivery, for purposes of determining site readiness for installation, and shall designate an individual on Buyer's staff to serve as a contact person for all site preparation and installation issues. Buyer shall provide the Seller with free access to the installation site for the purpose of preparation for installation.

8.2 Buyer shall obtain at its expense and keep effective all permissions, licenses, and permits whenever required in connection with the installation and/or use of the Products and the premises where the Products shall be situated.

9. Warranty

9.1 Seller warrants that:

(a) Immediately prior to delivery, it had good title to the Products, free from any lien or encumbrance unless otherwise specified;

(b) For a period of ninety (90) days from delivery and acceptance of the Products and Services, or, with respect to Products manufactured by a third party, such longer period of time provided by such manufacturer, the Products and Services will (i) be free from defects in materials or workmanship and (ii) conform to the requirements of the Proposal, including any instructions, specifications and documentation incorporated therein;

(c) It is in compliance with all applicable federal, state and local laws, regulations and standards relating to the sale and transportation of the supplies or items, and provision of the Products including all applicable U.S. and foreign anti-corruption laws, including without limitation, the U.S. Foreign Corrupt Practices Act ("FCPA"); and

(d) With respect to Services, Seller's personnel shall possess the requisite level of training, skill and experience to address the requisite tasks efficiently and will perform the Services provided hereunder in a professional and workmanlike manner consistent with generally accepted industry standards.

9.2 Seller shall not be liable for nor have any warranty obligations with respect to Products that are in any way misused, altered and/or repaired by someone other than a representative of the Seller which, within the sole, reasonable judgment of the Seller, results in an adverse effect, including effects upon performance or reliability of the Products.

9.3 In order to make a warranty claim, Buyer shall promptly notify Seller in writing and Seller will, subject to the applicable manufacturer's warranty policy, repair or replace such defective Product at no cost to Buyer. Seller will attempt to reply to warranty claims received from Buyer prior to 1:00 p.m. within forty-eight hours. Normal working hours are 8 a.m. to 5 p.m., Monday through Friday, excluding legal holidays. Buyer shall reasonably and promptly cooperate with Seller's request for information regarding the claim and with return of the defective Product if required.

9.4 Except as otherwise specified in this Agreement, no warranty whatsoever is provided by the Seller hereunder as to Products manufactured by anyone other than the Seller, including but not limited to, cables, lamps, batteries, glassware, and evacuated devices (including valve, cathode ray tubes, and other special electron tubes). Seller's sole obligation with respect to Products manufactured by someone other than Seller shall be to pass through the applicable warranties, if any, provided by the manufacturer. THE WARRANTIES SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN OR ORAL, IMPLIED OR STATUTORY. NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE SHALL APPLY.

10. Buyer Responsibilities

Buyer or any user of the Products shall (i) notify Seller as soon as any unusual operating peculiarity appears, and (ii) operate the Products in a safe and competent manner in strict compliance with the Product specifications and operating procedures and applicable laws and government regulations. In the event the Buyer or any user of the Products fails to comply with this Section 10, Seller's warranties and its obligations hereunder shall terminate without notice to Buyer.

11. Limitation of Liability and Exclusion of Damages

TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR INDIRECT DAMAGES, LOST BUSINESS PROFITS, OR LOSS, DAMAGE OR DESTRUCTION OF DATA, ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT AND THE RELATIONSHIP AND/OR DEALINGS BETWEEN BUYER AND SELLER, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF WARRANTY OR OTHERWISE, EVEN IF SUCH PARTY HAS BEEN ADVISED AS TO THE POSSIBILITY OF SAME. EXCEPT FOR SELLER'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR FRAUD, SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED THE TOTAL AMOUNT PAID OR PAYABLE BY BUYER UNDER THIS AGREEMENT. THE ABOVE LIMITATION WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY.



12. Taxes

12.1 Any and all taxes levied or based on the prices in this Agreement, or the Products being sold hereunder, exclusive of any taxes based on net income, shall be added to the purchase prices set forth in the Proposal, except to the extent the Buyer provides the Seller with a valid tax exemption certificate approved by Seller.

12.2 All payments to be made hereunder shall be made in cleared funds, without any deduction or set-off and free and clear of and without deduction for or on account of any taxes, levies, imports, duties, charges, fees and withholdings of any nature now or hereafter imposed by any governmental, fiscal or other authority save as required by law. If Buyer is compelled to make any such deduction, it will pay to Seller such additional amounts as are necessary to ensure receipt by Seller of the full amount which Seller would have received but for the deduction.

13. Confidentiality

13.1 Each Party may from time to time during the Agreement, in the course of discussions or dealings with each other, receive or learn, orally, visually or through any tangible medium, certain information regarding the other Party's business, including but not limited to, its products, inventions, operations, methodologies, systems, processes, product development plans or intentions, know-how, designs, trade secrets, market opportunities, business or financial affairs, and technical, marketing, financial, employees, planning, intellectual property and other confidential or proprietary information ("Confidential Information"). Confidential Information does not include, and the restrictions in this Agreement shall not apply with respect to, information (i) possessed by or independently developed by the receiving Party prior to any disclosure, (ii) obtained from sources other than the disclosing Party, which sources had no obligation of confidentiality to disclosing Party with respect to the Confidential Information, or (iii) which is within the public domain when disclosed or becomes part of the public domain after disclosed to the receiving Party without fault on the part of the receiving Party. Seller's Confidential Information also includes the terms of this Agreement.

13.2 The Confidential Information of a Party belongs to that Party. The receiving Party will not disclose the Confidential Information of the disclosing Party to any third party without the disclosing Party's prior written consent. The receiving Party will not use the Confidential Information of the disclosing Party for any purpose not expressly permitted by this Agreement or to carry out the Services or the sale of Products, and will disclose the Confidential Information of the disclosing Party only to the employees or contractors of the receiving Party who have a need to know such Confidential Information for purposes of carrying out the Services or the sale of Products and who are under a duty of confidentiality no less restrictive than the receiving Party's duty hereunder. Receiving Party will protect the disclosing Party's Confidential Information from unauthorized use, access, or disclosure in the same manner as the receiving Party protects its own confidential or proprietary information of a similar nature and with no less than reasonable care.

13.3 Receiving Party will, upon completion or termination of this Agreement or promptly upon request from the disclosing Party, return or destroy all Confidential Information of the disclosing Party, including any documents or materials that contain any Confidential Information of the disclosing Party. Notwithstanding anything to the contrary in this Agreement, the receiving Party (i) may retain one (1) copy of the disclosing Party's Confidential Information solely for archival, audit, disaster recovery, legal or regulatory purposes and (ii) will not be required to search archived electronic back-up files of its computer systems for the disclosing Party's Confidential Information in order to purge the disclosing Party's Confidential Information from its archived files; provided, however, that the receiving Party must (i) maintain its confidentiality under this Agreement as if it were still in effect, and

(ii) not use the retained Confidential Information of the disclosing Party for any other purpose.

13.4 The Parties recognize that a violation of this Section 13 can cause irreparable harm to the business of the disclosing Party that could not be adequately compensated by the payment of money damages and agree that the disclosing Party may seek injunctive relief against any actual or threatened breach of this Section 13 in addition to any other available legal and equitable remedies. The prevailing Party in any action to enforce this Section 13 shall be entitled to recover from the non-prevailing Party reasonable attorneys' fees in addition to other relief granted in such action.

14. Force Majeure

Except for payment for amounts due under the Agreement, neither Party will be liable to the other for delays or failures to perform occasioned by causes beyond its reasonable control and without its fault or negligence. Such acts or events shall include but not be limited to, acts of God, civil or military authority, civil disturbance, riot, fire, strikes, lockouts or slowdowns, factory or labor conditions, inability to obtain necessary labor, materials or manufacturing facilities, and delayed issuance of export control licenses. In the event of such delays or failures to perform, any dates or times by which either Party is otherwise scheduled to perform shall be extended automatically for a period of time equal in duration to the additional time required because of the delay or failure to perform. The Party claiming force majeure shall promptly inform the other Party of any event of force majeure, and its expected duration and cessation. The Party claiming force majeure shall use its best efforts to mitigate such effects to the extent reasonably practicable.

15. Restocking Fees

In the event Buyer wishes to return any Products based on reasons outside of Seller's control, including but not limited to Buyer's cancellation or termination of this Agreement or any portion thereof for its convenience, Buyer agrees, in addition to any other amounts due under this Agreement, to reimburse Seller at cost for any and all third party cancellation/restocking fees incurred by Seller.

16. Termination

16.1 Seller may, without prejudice to any rights or remedies available to Seller under this Agreement, at law or in equity, terminate this Agreement immediately for cause in the event Buyer breaches a material term of this Agreement (it being understood that Buyer's payment obligations shall constitute a material term) and such breach is not cured within thirty (30) days after written notice thereof. Seller may also, without prejudice to any rights or remedies available to Seller under this Agreement, at law or in equity, terminate this Agreement immediately for cause upon written notice if Buyer: (i) breaches a material term of this Agreement and such breach is incapable of cure, (ii) fails on multiple occasions to pay any amounts when due, (iii) is declared insolvent or adjudged bankrupt by any court of competent jurisdiction, or (iv) makes an assignment for the benefit of creditors, or a petition in bankruptcy or reorganization or an arrangement with creditors is filed by or against Buyer and not dismissed within thirty (30) days. Upon Seller's termination of this Agreement for cause, without waiving or otherwise limiting any other remedies available to Seller under this Agreement, at law or in equity, Buyer shall become immediately liable for any outstanding charges for Products delivered and/or Services performed up to the date of termination, any third party restocking/cancellation fees incurred by Seller, and any interest on any and all past due charges as set forth in this Agreement.

16.2 Buyer may, without prejudice to any rights or remedies available to Buyer under this Agreement, at law or in equity, terminate this Agreement immediately



for cause in the event Seller breaches a material term of this Agreement and such breach is not cured within thirty (30) days after written notice thereof. Buyer may also, without prejudice to any rights or remedies available to Buyer under this Agreement, at law or in equity, terminate this Agreement immediately for cause upon written notice if Seller: (i) breaches a material term of this Agreement and such breach is incapable of cure, (ii) is declared insolvent or adjudged bankrupt by any court of competent jurisdiction, or (iii) makes an assignment for the benefit of creditors, or a petition in bankruptcy or reorganization or an arrangement with creditors is filed by or against Buyer and not dismissed within thirty (30) days.

16.3 Buyer may, upon written notice to Seller, terminate this Agreement for its convenience provided, however, that Seller shall be paid for all Products delivered and Services performed up to the effective date of termination (less amounts already paid) plus reimbursed at cost for any third party restocking/cancellation fees in accordance with Section 15.

16.4 Upon any expiration or termination of this Agreement, in addition to any other provisions of this Agreement that state survival after termination or expiration of this Agreement, and notwithstanding expiration, completion or termination of this Agreement, the Parties shall continue to be bound by the provisions of this Agreement that, by their nature, shall survive such completion or termination, including without limitation provisions relating to warranties, governing law and jurisdiction, and confidentiality.

17. Governing Law and Jurisdiction

17.1 This Agreement shall be interpreted in accordance with and governed in all respects by the laws of the State of Florida without giving effect to its conflicts of law rules. Any dispute related to, arising out of, or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts in Hillsborough County, Florida and the United States District Court for the Middle District of Florida. In the event of legal proceedings arising out of or relating to this Agreement, the prevailing Party, as determined by the court, shall be entitled to recover, from the non-prevailing Party, reasonable costs suffered or incurred in connection with such

proceedings including, but not limited to, court fees, attorneys' fees, expenses and costs of investigation and court.

17.2 TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAWS, SELLER AND BUYER EACH WAIVE ANY RIGHTS WHICH EITHER MAY HAVE TO TRIAL BEFORE A JURY OF ANY DISPUTE ARISING FROM, OR RELATED TO, THIS AGREEMENT. SELLER AND BUYER FURTHER STIPULATE AND CONSENT THAT ANY SUCH LITIGATION BEFORE A COURT OF COMPETENT JURISDICTION SHALL BE NON-JURY.

18. Miscellaneous

18.1 The Proposal shall be firm for the period shown on the face of the Proposal, subject to withdrawal or change by the Seller upon notice at any time prior to Buyer's acceptance. Notwithstanding the foregoing, the Seller shall have the right to amend the price of the Products to reflect current conditions that affect the price, including increase in raw material prices, and tariffs that had not been imposed at the time this Agreement was submitted to Buyer.

18.2 In providing the Products, Seller shall be deemed to be an independent contractor and its personnel and representatives shall not act as nor be Buyer's agents or employees. Seller shall have complete charge and responsibility for personnel employed or engaged by Seller.

18.3 Buyer may not assign any of its rights or obligations under this Agreement, including by purchase, merger or operation of law, without the prior written consent of Seller, which consent shall not be unreasonably withheld or delayed. Seller may assign this Agreement to any of its affiliates or any successor of all or substantially all of its business. Any attempted assignment or transfer in violation of this sub-Section 18.3 shall be null and void.

18.4 If any provision of this Agreement shall be held to be invalid, illegal, or unenforceable, the remaining terms of this Agreement shall in no way be affected or impaired.

Buyer Acceptance

Signed Name

Company Name

Printed Name, Title

Date



Addendum to General Terms and Conditions – Software License

The following terms supplement and modify the General Terms and Conditions as they apply to Seller's provision of control system integration and programming as more particularly described in this Addendum and the Proposal. Any capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the General Terms and Conditions.

1. License Grant and Ownership

1.1 Seller hereby grants to Buyer a worldwide, perpetual, non - exclusive, non - transferable license to all Software for its use in connection with the establishment, use, maintenance and modification of the control system implemented by Seller. The term "Software" for the purposes of this Software License shall refer to all source code, executable object code, and the patches, scripts, modifications, enhancements, designs, concepts or other materials that constitute the software programs necessary for the proper function and operation of the control system as delivered by Seller and accepted by Buyer.

1.2 Except as expressly set forth in this paragraph, Seller shall at all times own all intellectual property rights to the Software. Any and all licenses, product warranties or service contracts provided by third parties in connection with the Software or control system in which such Software is implemented shall be delivered to Buyer for the sole benefit of Buyer.

1.3 Buyer may supply to Seller or allow Seller to use certain proprietary information, including service marks, logos, graphics, software, documents and business information and plans that have been authored or pre-owned by Buyer. All such intellectual property shall remain the exclusive property of Buyer and shall not be used by Seller for any purposes other than those associated with delivery of the control system.

2. Copies, Modification and Use

2.1 Buyer may make copies of the Software solely for archival purposes and as required for modifications to the control system in which such Software is implemented. All copies and distribution of the Software shall remain within the direct control of Buyer and its representatives.

2.2 Buyer may make modifications to the source code version of the Software, if and only if the results of all such modifications are applied solely to the control system in which the Software is implemented. In no way does this Software License confer any right in Buyer to license, sublicense, sell, or otherwise authorize the use or distribution of the Software, whether in executable form, source code or otherwise, by any third parties, except in connection with the use of the control system for Buyer's internal business needs.

2.3 All express or implied warranties relating to the Software shall be deemed null and void in case of any modification to the Software made by any party other than Seller or Seller's authorized personnel.

3. Warranties and Representations

3.1 the Software and all intellectual property therein, are original to Seller or its third party licensors; and

3.2 the Software, as delivered by Seller as part of the control system, will not infringe or otherwise violate the intellectual property rights of any third party.

4. Indemnification

4.1 Seller hereby indemnifies and shall defend and hold harmless Buyer, its parent companies and its and their subsidiaries, affiliates, officers, directors, employees, agents and subcontractors from and against all liability, damages, loss, cost or expense, including but not limited to reasonable attorneys' fees and expenses, arising out of or in connection with any third party claims that the Software as delivered by Seller or any intellectual property therein infringes or otherwise violates any rights of any such third party. In no event will Seller have any obligations under this provision in the event such infringement results from (i) use of the Software or control system in which it is implemented in violation of this Software License, (ii) modification or alteration of the Software or the control system in which it is implemented by someone other than Seller or Seller's authorized personnel, (iii) content or specifications provided by Buyer, or (iv) use of the Software or control system in which it is implemented in combination with any other software, hardware, services or other materials other than as provided by Seller or authorized in the applicable manufacturer specifications.

4.2 Buyer hereby indemnifies and shall defend and hold harmless Seller, its parent companies and its and their subsidiaries, affiliates, officers, directors, employees, agents and third party licensors from and against all liability, damages, loss, cost or expense, including but not limited to reasonable attorneys' fees and expenses, arising out of or in connection with any third party claims that Buyer's use of the Software in contravention of the grant of rights in this Software License infringes or otherwise violates any rights of any such third party.

4.3 Upon the assertion of any claim or the commencement of any suit or proceeding against an indemnitee by any third party that may give rise to liability of an indemnitor hereunder, the indemnitee shall promptly notify the indemnitor of the existence of such a claim and shall give the indemnitor reasonable opportunity to defend and to settle the claim at its own expense and with counsel of its own selection. The indemnitee shall cooperate with the indemnitor, shall at all times have the full right to participate in such a defense at its own expense and shall not be obligated, against its consent, to participate in any settlement which it reasonably believes would have an adverse effect on its business.

5. Term and Termination

This Software License will automatically terminate upon the disassembly of the control system in which the Software is implemented, unless the control system is reassembled in its original configuration in another location. Seller may terminate this Software License upon notice for Buyer's failure to comply with any of the terms set forth in this Software License. Upon termination, Buyer is obligated to immediately destroy the Software, including all copies and modifications.

TOWN OF PALM BEACH

Town Council Meeting on: December 8, 2020

Section of Agenda

Regular Agenda - New Business

Agenda Title

Planning and Zoning Commission Recommendation to Hire a Retail Strategy Consultant

Presenter

Wayne Bergman, Director of Planning, Zoning and Building

ATTACHMENTS:

- **Memorandum Dated December 1, 2020 from Wayne Bergman, Director of Planning, Zoning and Building**

TOWN OF PALM BEACH

Information for Town Council Meeting on: December 8, 2020

To: Mayor and Town Council

Via: Kirk Blouin, Town Manager

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



Re: Planning & Zoning Commission Recommendation to Hire a Retail Strategy Consultant

Date: December 1, 2020

STAFF RECOMMENDATION

Staff recommends Town Council review the information below, relative to the hiring of a Retail Strategy Consultant, and provide direction to staff.

GENERAL INFORMATION

The Planning & Zoning Commission ("PZC") previously requested permission from the Town Council to review the state of retail within the Town. Town Council approved this review and the PZC began their study at their November 17, 2020, meeting. The intended purpose of this review is to see if changes to the zoning code are needed to assist the retail marketplace of Palm Beach succeed and thrive in the changing economy.

At the PZC meeting last week the commission discussed the current state of retail, which included discussions with a Palm Beach Real Estate broker (Jeff Cloninger) and a licensed Independent Property Appraiser (Michael Vincent John Spaziani, a PZC member). After their discussion, the commission made a motion to ask the Town Council to hire a "retail strategy consultant" to assist them and the Town in the review of retail matters.

Bringing a retail strategy consultant to the Town to evaluate the state of retail, retail space allocation, commercial uses, existing parking scenarios, and other retail components would be helpful in assisting staff and the commission in preparing recommendations for positive changes to ensure a thriving retail environment within the Town.

The benefits of the consultant's evaluation will be the continued success of local retail businesses, which overall provides a quality of life issue for local residents. A successful retail environment provides for higher property values. Thriving retail and commercial uses also defines how the Town looks and how the town is perceived by visitors and residents alike.

As previously indicated, a review of the retail environment is one component of the proposed code reform project for the Town's overall zoning code. Pulling this component forward and starting it now is warranted due to the effects of the pandemic and the decrease in brick and mortar retail stores. This is an urgent piece of code reform needed now.

This project is being proposed as a public/private partnership, in terms of the funding to complete it. PZC Chairman Michael Ainslie has committed to seeking funding from the private sector to offset the cost of hiring this consultant, as the private sector will benefit from this work. It is expected that the consultant contract may cost approximately \$100,000.

The Town staff would prepare an RFP for the retail strategy consultant if approved by the Town Council. The general scope of work would include, but not be limited to the following:

- Inventory and evaluate the retail uses in Town and quantify the amount of available retail space; and
- Review the zoning code and various commercial uses and propose changes to promote retail business success; and
- Identify any over-capacity of retail space; and
- Examine the existing parking scenarios (valet parking, public and private parking, and parking identification; and
- Determine potential regional and national marketing programs for the Town retail and commercial businesses.
- Identify marketing strategies for the retail sector to leverage in the changing retail economy

If approved by Town Council, staff would draft the RFP and publish it prior to the end of this year. Proposals would be received and reviewed by a selection committee made up of Town staff, the Chairman of PZC, and a few local subject matter professionals. Their final selection could be presented to the Town Council at the March, 2021 meeting, along with the award of the consultant contract. Work could begin in mid to late March, 2021.

cc: Jay Boodheshwar, Deputy Town Manager
Planning and Zoning Commission

TOWN OF PALM BEACH

Town Council Meeting on: December 8, 2020

Section of Agenda

Ordinances - Second Reading

Agenda Title

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

Presenter

Darrel Donatto, Fire Rescue Chief

ATTACHMENTS:

- ▣ **Ord. No. 17-2020 Fire Prevention Code**

ORDINANCE NO. 17-2020

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, AMENDING THE TOWN CODE OF ORDINANCES AT CHAPTER 46, FIRE PREVENTION AND PROTECTION, AMENDING ARTICLE III, "FIRE PREVENTION", IN ACCORDANCE WITH FLORIDA STATE STATUTE 633.202 AND 633.208 THE "FLORIDA FIRE PREVENTION CODE" ADOPTED BY THE STATE OF FLORIDA FIRE MARSHAL IN CHAPTER 69A-60 OF THE FLORIDA ADMINISTRATIVE CODE WITH LOCAL AMENDMENTS, NATIONAL FIRE PROTECTION ASSOCIATION FIRE CODE - N.F.P.A. 1, FLORIDA 2018 EDITION, AND NATIONAL FIRE PROTECTION ASSOCIATION LIFE SAFETY CODE - N.F.P.A. 101, FLORIDA 2018 EDITION; PROVIDING FOR SEVERABILITY; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

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

Section 1. Chapter 46 of the Town Code of Ordinances, relating to Fire Prevention and Protection, is hereby amended at Article III, Fire Prevention, and Section 46-66, to read as follows:

"Section 46-66. Codes adopted; copies on file.

(a) There are hereby adopted by the Town, for the purpose of prescribing regulations governing conditions hazardous to the health, safety, welfare, life and property from fire or explosion, certain codes in accordance with Florida State Statute 633.202 and 633.208 the "Florida Fire Prevention Code" adopted by the State Fire Marshal Chapter 69A-60 of the Florida Administrative Code, as may be amended, including N.F.P.A. 1 Fire Code, Florida 2018 Edition, and the N.F.P.A. 101 Life Safety Code, Florida 2018 Edition, both as modified by Chapter 69A-60 of the Florida Administrative Code, all of which are deemed adopted by reference, as fully as if set out at length herein, as the minimum fire safety code. If conflicts exist between the codes, the more stringent shall be applied at the discretion of the Fire Chief or his or her representatives.

(b) A copy of each of the above codes is on file and open to inspection by the public in the office of the Town Clerk."

Section 2. Severability

If any provision of this Ordinance or the application thereof is held invalid, such invalidity shall not affect the other provisions or applications of this Ordinance that can be given effect without the invalid provisions or applications, and to this end, the provisions of this Ordinance are hereby declared severable.

Section 3. Repeal of Ordinances in Conflict

All other ordinances of the Town of Palm Beach, Florida, or parts thereof which conflict with this or any part of this Ordinance are hereby repealed.

Section 4. Codification

This Ordinance shall be codified and made a part of the official Code of Ordinances of the Town of Palm Beach.

Section 5. Effective Date

This Ordinance shall take effect immediately upon its passage and approval, as provided by law.

PASSED AND ADOPTED in a regular, adjourned session of the Town Council of the Town of Palm Beach on first reading this 10th day of November, 2020, and for second and final reading on this 8th day of December, 2020.

Gail L. Coniglio, Mayor

Margaret A Zeidman, Town Council President

Bobbie Lindsay, Council President Pro Tem

Julie Araskog, Town Council Member

ATTEST:

Lewis S.W. Crampton, Town Council Member

Queenester Nieves, CMC, Town Clerk

Danielle H Moore, Town Council Member