TENTATIVE: SUBJECT TO REVISION

TOWN OF PALM BEACH

Town Manager's Office

TOWN COUNCIL MEETING

TOWN HALL
COUNCIL CHAMBERS-SECOND FLOOR
360 SOUTH COUNTY ROAD

AGENDA

DECEMBER 8, 2015

9:30 AM

Welcome!

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

I. CALL TO ORDER AND ROLL CALL

Mayor Gail L. Coniglio
Michael J. Pucillo, President
Richard M. Kleid, President Pro Tem
Danielle H. Moore
Penelope D. Townsend
Robert N. Wildrick

II. INVOCATION AND PLEDGE OF ALLEGIANCE

III. PRESENTATIONS

A. Shore Protection Board Presentations by Applicants
Thomas G. Bradford, Town Manager

IV. COMMENTS OF MAYOR GAIL L. CONIGLIO

V. COMMENTS OF TOWN COUNCIL MEMBERS AND TOWN MANAGER

VI. COMMUNICATIONS FROM CITIZENS - 3 MINUTE LIMIT PLEASE

VII. APPROVAL OF AGENDA

VIII. CONSENT AGENDA

A. MINUTES

1. MINUTES: NOVEMBER 10, 2015

Approval of the Minutes of the Regular Town Council Meeting

Susan A. Owens, MMC, Town Clerk Page 30

2. MINUTES: NOVEMBER 12, 2015
Approval of the Minutes of the Regular Town Council Meeting

Susan A. Owens, MMC, Town Clerk Page 43

3. MINUTES: NOVEMBER 12, 2015
Approval of the Minutes of the Special Town Council Meeting

Susan A. Owens, MMC, Town Clerk Page 46

4. Approval of Major Matters Considered by the Architectural Commission at its Meeting of November 16, 2015.

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

B. RESOLUTIONS Page 61

1. RESOLUTION NO. 188-2015 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Awarding RFQ No. 19-2016 to Evolvtec in the Amount of $141,750 for the Provision of Information Technology Services for the Office of Information Systems; and Authorizing the Town Manager to Execute this Purchase on Behalf of the Town.

Jay Boodheshwar, Deputy Town Manager Page 66

2. RESOLUTION NO. 189-2015 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Authorizing an Increase to Purchase Order No. 160219 in the Amount of $10,489 and Approving a Total Budget of $64,779 to PCMG, Inc.

Jay Boodheshwar, Deputy Town Manager Page 98

3. RESOLUTION NO. 190-2015 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Authorizing an Increase of $67,000 to Purchase Order Nos. 160311 to Hy-Byrd Incorporated, and 151292 to GFA International Inc., for a new Total of $180,400 for Plan Review and Inspection Services.

John S. Page, Director of Planning, Zoning and Building Page 103

4. RESOLUTION NO. 191-2015 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving a Contract Extension to Advanced Disposal Services Solid Waste Southeast, Inc., for Compacted Garbage Collection, in the Amount of $251,915.14 and Establishing a Budget of $259,500.

H. Paul Brazil, P.E., Director of Public Works Page 109

5. RESOLUTION NO. 192-2015 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving a Purchase Order in an Amount of $56,684, to Kimley-Horn and Associates, Inc., for Construction Phase Engineering Services for the Mast Arm Replacement and Signalization Improvement Project at the Sunrise Avenue/North County Road and Sunset Avenue/North County Road Intersections, and Establishing a Construction Phase Budget of $63,500.

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

6. RESOLUTION NO. 193-2015 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving a Purchase Order for Construction Phase Engineering Services to Mock Roos & Associates, Inc., in an Amount of $296,250 for Bradley Place Improvements - Royal Poinciana Way to Wells Road, and Establishing an Engineering Construction Phase Services Budget of $327,000.

   H. Paul Brazil, P.E., Director of Public Works Page 127

7. RESOLUTION NO. 194-2015 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving a Purchase Order for Construction Phase Engineering Services for the North End Paving and Drainage Improvements to Chen Moore and Associates, Inc., for $153,220 and Establishing an Engineering Services Budget of $175,000.

   H. Paul Brazil, P.E., Director of Public Works Page 138

8. RESOLUTION NO. 195-2015 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Amending the Department of Public Works, Engineering Division, Standards Applicable to Public Rights-of-Way, Amending Chapter XII - Miscellaneous Provisions Regarding Driveways and Driveway Approaches; Providing an Effective Date.

   H. Paul Brazil, P.E., Director of Public Works Page 142

9. RESOLUTION NO. 196-2015 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Modifying the Town of Palm Beach Administrative Amendments to Chapter 1 of the Florida Building Code, to Clarify Resident Inspector Provisions Contained Within Section 109.3.7, Other Inspection Services.

   John S. Page, Director of Planning, Zoning and Building Page 152

10. RESOLUTON NO. 197-2015 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Authorizing Payment to the Municipal Public Safety Communications Consortium (MPSCC) of Palm Beach County in the Amount of $88,591.60.

    Kirk W. Blouin, Director of Public Safety Page 158

11. RESOLUTION NO. 198-2015 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Authorizing and Approving a Purchase Order to Citation Communications, Inc. for the Annual Maintenance ($33,108) and Miscellaneous Repairs and Parts ($8,892), As Needed and Recommended By Staff; and Establishing a Budget of $45,000; and Providing an Effective Date.

    Kirk W. Blouin, Director of Public Safety Page 164

12. RESOLUTION NO. 199-2015 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Authorizing and Approving a Purchase Order to Don Reid Ford in the Amount of $76,165 for the Purchase of One (1) 2016 Ford Interceptor; One (1) 2016 Ford Escape and; One (1) 2016 Ford Fusion; Beck Nissan in the Amount of $23,302 for the Purchase of One (1) 2016 Nissan Altima; and Auto Nation CDJR of Pembroke Pines in the Amount of $32,189 for the Purchase of One (1) 2016 Jeep Grand Cherokee Laredo, As Recommended By Staff; and Establishing a Total Budget of $139,000 in the 2016 Equipment

Replacement Program; and Providing an Effective Date.

Kirk W. Blouin, Director of Public Safety Page 178

13. RESOLUTION NO. 205-2015 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Authorizing a Temporary and Partial Closure of South County Road Between Chilean and Brazilian Avenues to Ensure Pedestrian Safety During the Town Hall Square Celebration on January 31, 2016.

Jay Boodheshwar, Deputy Town Manager

C. OTHER Page 192

1. Request to Authorize the Ordinances, Rules, and Standards Committee to Study the Potential Regulation of Kite Boarding Along the Town's Shoreline

Jay Boodheshwar, Deputy Town Manager Page 199

2. Authorize the Town Manager to Execute a Decorative Lighting Maintenance Memorandum of Agreement with the Florida Department of Transportation for the Flagler Memorial Bridge Project

H. Paul Brazil, P.E., Director of Public Works Page 244

3. Request to Authorize Ordinances, Rules, and Standards Committee to Study a Potential Revision to Chapter 66 (Natural Resource Protection) Relative to State-of-the-Art Components Used in Smart Irrigation Systems

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

IX. BOARD/COMMISSION ANNUAL REPORT

A. Shore Protection Board Annual Report Page 246

E. Llwyd Ecclestone, Jr., Chair

X. COMMITTEE REPORTS Page 248

A. Report of the Ordinances, Rules, & Standards Committee Meeting of November 5, 2015

Penelope D. Townsend, Chair Page 254

B. Report of the Finance & Taxation Committee Meeting of November 19, 2015

Michael J. Pucillo, Chair

XI. PUBLIC HEARINGS Page 255

A. RESOLUTION NO. 200-2015 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Electing to Use the Uniform Method of Collecting Non-Ad Valorem Special Assessments Levied Within the Incorporated Area of the Town; Stating a Need for Such Levy; Providing for the Mailing of this Resolution; and Providing for an Effective Date.

Jay Boodheshwar, Deputy Town Manager

XII. REGULAR AGENDA

A. Old Business Page 277

1. Exterior Improvements to 627 and 701 N. Dixie Highway

Jay Boodheshwar, Deputy Town Manager

B. New Business

Page 281

1. Appointment of Town Manager Thomas G. Bradford Pursuant to Section 4. 02(b) of the Town Charter from December 9, 2015 through December 13, 2016.

   Thomas G. Bradford, Town Manager

Page 284

2. Discussion Relative to Town Council Appeal Process

   Penelope D. Townsend, Councilmember

Page 285

3. Discussion on Signalization at Intersection of Flagler Drive and Lakeview Avenue in West Palm Beach in Conjunction with Construction of the New Flagler Memorial Bridge

   Penelope D. Townsend, Councilmember

Page 286

4. Proposed Townwide Underground Utilities Project
   Thomas G. Bradford, Town Manager

   a. Review of Proposed Assessment Methodology Changes

   b. RESOLUTION NO. 201-2015 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Providing for the Issuance of General Obligation Bonds for the Purpose of Financing All or a Portion of the Costs of Burying Overhead Utility Lines Located Within the Town of Palm Beach, Florida, in the Principal Amount of Not Exceeding Ninety Million Dollars ($90,000,000), Calling for a Bond Referendum of the Qualified Electors of the Town of Palm Beach to be Held on March 15, 2016, as to Whether General Obligation Bonds for Such Underground Utility Project Should be Issued; Repealing Town Resolution No. 160-2015 and Providing an Effective Date.

   c. Authorization to Hire Third Party Negotiator for Design Consultant, General Contractor and Public Utility Contracts.

   d. RESOLUTION NO. 206-2015 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving a Contract with Raftelis Financial Consultants to Update Property Records and the Assessment Methodology for the Townwide Underground Utilities Project in the Amount of $xx,xxx with Funding Coming from the Unspent Funds in the Underground Utilities Seed Money Within the Pay-As -You-Go Capital Improvement Program Having Remaining Funding of $1xx,xxx.

Page 298

5. Coastal Update
   H. Paul Brazil, P.E., Director of Public Works

   a. Shoreline Condition Update

   b. Approve 2016 Reach 8 Dune Restoration Truck Haul Project Bid Solicitation with Mid-Town/Reach 3 Alternative

   c. RESOLUTION NO. 202-2015 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving a Contract Extension to D.B. Ecological Services, Inc., for Permit Required Sea Turtle Nesting Monitoring, in the Amount of $177,780, and Establishing a

Project Budget of $200,000.

d. RESOLUTION NO. 203-2015 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Authorizing State Grant of FDEP Contract No. 14PB7, Amendment No. 2, Between the State of Florida Department of Environmental Protection and the Town of Palm Beach Under the Bureau of Beaches and Coastal Systems Florida Beach Management Funding Assistance Program for the Lake Worth Inlet Management Plan Implementation, Specifically Biological Monitoring Reimbursement, and Authorizing the Town Council President to Execute Same on Behalf of the Town.

e. Waivers to Town Code for Construction Dates, Hours, and Noise for Staging in Lake Worth Lagoon for City of Boca Raton.

Page 340

6. Proposed Compressed Natural Gas Facility at the Port of Palm Beach

   Jay Boodheshwar, Deputy Town Manager

Page 344

7. Review of Chapter 66 by the Director of Public Works of the Town Code and His Estimation of Impact to the Town if Chapter 66 Were Applied to Town Property.

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

Page 348

8. Appointments to the Shore Protection Board

   Thomas G. Bradford, Town Manager

XIII. ORDINANCES

Page 353

A. Second Reading

1. ORDINANCE NO 30-2015 An Ordinance of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Amending the Town Code of Ordinances at Chapter 2, Administration; Article V, Code Enforcement; Division 3, Procedure; Section 2-439, Citation Fine Schedule, So As to Add Section 70-9 Relating to Sleeping, Camping in Public Places, Sleeping in Vehicle, and Section 70-10 Relating to Attachment of Hammocks or Other Objects to Public Property, as Class II Violations; Adding Section 106-160, Under Chapter 106, Streets, Sidewalks and Other Public Places, Relating to Maintenance of Parkway Strips, as a Class I Violation; Providing for Severability; Providing for Repeal of Ordinances in Conflict; Providing for Codification; Providing an Effective Date.

   John C. Randolph, Town Attorney

Page 357

B. First Reading

1. ORDINANCE NO. 32-2015 An Ordinance of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Amending the Town Code of Ordinances at Chapter 74, Parks and Recreation, at Article III, Boats and Boating, to Include New Sections 74-270, 74-271, 74-272 and 74-273 Relating to the Prohibition of Floating Structures; Providing for Definitions; Providing for Enforcement/Penalties; Providing for Inclusion in the Code Enforcement Citation Fine Ordinance of the Town of Palm Beach; Providing for Severability; Providing for Repeal of Ordinances in Conflict; Providing for Codification; Providing an Effective Date.

Jay Boodheshwar, Deputy Town Manager

XIV. ANY OTHER MATTERS

XV. ADJOURNMENT

PLEASE TAKE NOTE:

Note 1: No written materials received after 5:00 p.m. on the Thursday immediately prior to a monthly Town Council meeting will be included in the back-up binders distributed to the Mayor and Town Council in preparation for that meeting. Written materials received after 5:00 p.m. on Thursday will be separately distributed to the Mayor and Town Council; however, depending upon the length of the materials, the time of submittal, and other circumstances, the Mayor and Town Council may not be able to read and consider such late submittals prior to acting upon the policy matter(s) which they address.

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

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

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

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

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

12/2/15

Tue 12/08/2015 09:30 AM	Town Council Meeting	Council Chambers
Wed 12/09/2015 09:30 AM	Town Council Meeting (Development Review Matters)	Council Chambers
Mon 12/14/2015 09:00 AM	Retirement Board Meeting	Council Chambers
Tue 12/15/2015 09:30 AM	Planning and Zoning Commission Meeting	Council Chambers
Wed 12/16/2015 09:30 AM	Landmarks Preservation Commission Meeting	Council Chambers
Thu 12/24/2015 04:00 AM	CHRISTMAS EVE	TOWN HALL CLOSED
Fri 12/25/2015 04:00 AM	CHRISTMAS DAY	TOWN HALL CLOSED
Thu 12/31/2015 04:00 AM	NEW YEAR'S EVE	TOWN HALL CLOSED
Fri 01/01/2016 04:00 AM	NEW YEAR'S DAY	TOWN HALL CLOSED
Tue 01/05/2016 09:00 AM	Underground Utilities Task Force	Council Chambers
Wed 01/06/2016 09:00 AM	Recreation Advisory Commission	Council Chambers
Thu 01/07/2016 09:30 AM	Ordinances, Rules, and Standards Committee Meeting	Council Chambers
Tue 01/12/2016 09:30 AM	Town Council Meeting	Council Chambers

Wed 01/13/2016 09:30 AM	Town Council Meeting-Development Review	Council Chambers
Mon 01/18/2016 04:00 AM	MARTIN LUTHER KING, JR. DAY	TOWN HALL CLOSED
Tue 01/19/2016 09:30 AM	Planning and Zoning Commission Meeting	Council Chambers
Wed 01/20/2016 09:30 AM	Landmarks Preservation Commission (LPC) Meeting	Council Chambers
Thu 01/21/2016 02:00 PM	Code Enforcement Board Meeting	Council Chambers
Wed 01/27/2016 09:00 AM	Architectural Commission Meeting (ARCOM)	Council Chambers
Thu 01/28/2016 09:00 AM	Hearing with Special Magistrate	Public Works
Thu 02/04/2016 09:30 AM	Ordinances, Rules, and Standards Committee Meeting	Council Chambers
Tue 02/09/2016 09:30 AM	Town Council Meeting	Council Chambers
Wed 02/10/2016 09:30 AM	Town Council Meeting-Development Review	Council Chambers

TOWN OF PALM BEACH

Town Council Meeting on: December 8, 2015

Section of Agenda

Minutes

Agenda Title

MINUTES: NOVEMBER 10, 2015

Approval of the Minutes of the Regular Town Council Meeting

Presenter

Susan A. Owens, MMC, Town Clerk

Supporting Documents

- **Minutes of the Town Council Meeting Held on November 10, 2015**

MINUTES OF THE REGULAR TOWN COUNCIL MEETING
HELD ON TUESDAY, NOVEMBER 10, 2015

I. CALL TO ORDER AND ROLL CALL

The regular Town Council meeting was called to order on Tuesday, November 10, 2015, at 9:30 a.m., in the Town Council Chambers. On roll call, all of the elected officials were found to be present.

II. INVOCATION AND PLEDGE OF ALLEGIANCE

Town Clerk Owens gave the invocation. Council President Pucillo led the Pledge of Allegiance.

III. RECOGNITIONS

A. Recognition of James McCartney Wearn, Retirement Board of Trustees, from May 1990 through August 2015.

Mayor Coniglio recognized James McCartney Wearn for his service.

IV. PRESENTATIONS

A. Presentation by The Garden Club of Palm Beach

Sue Strickland, representing The Garden Club of Palm Beach, presented a $100,000 check to the Town to go towards the restoration of Memorial Park.

B. Retirement Board of Trustees Presentations by Applicants

Bradford D. Kaufman provided a presentation to the Town Council.

V. COMMENTS OF MAYOR GAIL L. CONIGLIO

Mayor Coniglio thanked the community for all they've done, thanked a retired fire fighter, asked everyone to remember veterans on Veteran's Day, and wished the Marine Corps a happy birthday.

VI. COMMENTS OF TOWN COUNCIL MEMBERS AND TOWN MANAGER

Council President Pro Tem Kleid thanked the Garden Club for their donation and spoke regarding the roundabout landscaping just before the Southern Boulevard Bridge.

Council Member Townsend thanked veterans for their service and spoke regarding the All Aboard Florida Project.

Council Member Townsend requested that a discussion item regarding the appeal process be placed on a future agenda.

Council President Pucillo thanked the Garden Club for their donation.

VII. COMMUNICATIONS FROM CITIZENS - 3 MINUTE LIMIT PLEASE

Andrew Roddy, 231 Kenlyn Rd., expressed his thanks for the Town Hall Square Project and other public works projects throughout the Town.

Jeri Zenko, 232 Tangier Ave., spoke regarding the cannibalizing of the Palm Beach brand.

Susan Riley, store owner on Worth Avenue, spoke regarding the closure of the east bound lane of the Flagler Bridge affecting commerce and residents.

Town Manager Bradford stated that the closure is anticipated through March 2017.

Les Evans, 135 Seminole Ave., spoke regarding the traffic and parking around Memorial Park, the Palm Beach brand, the Comprehensive Plan, and getting people to come to Palm Beach. He suggested relocating the Town holiday tree from Bradley Park to the median in front of Testa's and closing the Royal Poinciana Way median cut and adding parking and a walkway.

Discussion ensued regarding the Memorial Park Project, the agreement reached that there would be no parking around it and that private funds would need to be raised, and the need to live up to the agreement made.

Mayor Coniglio requested that a discussion item regarding relocation of the Bradley Park Town holiday tree be added to the end of the agenda.

Les Evans, 135 Seminole Ave., spoke regarding the need to review the holiday display regulations during the year.

Discussion ensued regarding the opposition to closing the Royal Poinciana Way median.

VIII. APPROVAL OF AGENDA

The following changes were made to the agenda:

TIME CERTAIN: Item No. X.B.3.a., Underground Utilities Task Force Discussion, was set for a 10:00 a.m. time certain.

TIME CERTAIN: Item No. X.B.6., Planning Efforts for the Town Hall Square Celebration, was set for a 1:00 p.m. time certain.

PULLED FROM CONSENT: Item No. IX.B.8., Resolution No. 180-2015, was pulled from Consent and placed at the end of New Business.

ADDED: The following items were added to the agenda:

- Discussion on Town Bicycle Regulations and Enforcement
- Request for Clarification from the Ordinances, Rules, & Standards Committee Regarding its Review of Chapter 66 of the Town Code and Landscaping Regulations for Public Properties

Motion was made by Council Member Townsend, and seconded by Council President Pro Tem Kleid, to approve the Agenda, as amended above. On roll call, the motion carried unanimously.

IX. CONSENT AGENDA

Motion was made by Council Member Moore, and seconded by Council Member Townsend, to approve the Consent Agenda, as amended above. On roll call, the motion carried unanimously.

A. MINUTES

1. MINUTES: OCTOBER 13, 2015
   Approval of the Minutes of the Regular Town Council Meeting
   Susan A. Owens, Town Clerk

2. MINUTES: OCTOBER 14, 2015
   Approval of the Minutes of the Regular Town Council Meeting
   Susan A. Owens, Town Clerk

3. Approval of Major Matters Considered by the Architectural Commission at its Meeting of October 28, 2015.
   John S. Page, Director of Planning, Zoning, and Building

B. RESOLUTIONS

1. RESOLUTION NO. 164-2015 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Amending the Food

and Beverage Services Agreement for the Town of Palm Beach Par 3 Golf Course Between the Town of Palm Beach and PB Ocean View, Inc., and Authorizing the Town Manager to Execute the Same on Behalf of the Town.
Deferred from the October 13, 2015, Town Council Meeting
Beth Zickar, Director of Recreation

2. RESOLUTION NO. 169-2015 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Rescinding Resolution No. 86-2015, and Awarding Bid No. 2015-28 for Exterior Painting of the Police Department Building to One Call Property Services, Inc., and Approving a Purchase Order in an Amount of $42,799, and Establishing a Budget of $49,250.
H. Paul Brazil, P.E., Director of Public Works

3. RESOLUTION NO. 175-2015 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving an Agreement by and Between the Palm Beach County Supervisor of Elections and the Town of Palm Beach Relating to Vote Processing Equipment Use and Election Services, and Providing an Effective Date.
Susan A. Owens, MMC, Town Clerk

3. RESOLUTION NO. 176-2015 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Establishing the Per Hour Fee for "Premium Days" for Special Assignment Deployments for Police and Fire-Rescue Departments; Establishing Premium Days for Which the Premium Day Per Hour Fee Shall be Charged for Special Assignment Deployments, Requiring Future Amendments to the Premium Days Program to be Approved by Resolution of the Town Council Prior to the Effective Date of Amendments, and Providing an Effective Date.
Kirk W. Blouin, Director of Public Safety

4. RESOLUTION NO. 177-2015 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving a Purchase Order for Design and Bid Phase Engineering Services to Kimley-Horn & Associates, Inc., in an Amount of $55,278 for the Lake Towers Undergrounding Utilities Project, and Establishing a Design and Bid Phase Engineering Services Budget of $60,000.
H. Paul Brazil, P.E., Director of Public Works

6. RESOLUTION NO. 178-2015 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Awarding a Contract Extension to G-Sky Plant Systems, Inc., in the Amount of $27,121.93, and Establishing a Project Budget of $28,500 for the Maintenance of the Living Wall on Worth Avenue.
H. Paul Brazil, P.E., Director of Public Works

7. RESOLUTION NO. 179-2015 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving a Purchase Order for Preliminary Design Phase Engineering Services for the Mid-Town Drainage Improvements Project to Kimley-Horn and Associates, Inc., in the Amount of $59,973 and Establishing an Engineering Services Budget of $67,000.
H. Paul Brazil, P.E., Director of Public Works

8. RESOLUTION NO. 180-2015 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving a Purchase Order for Pre-Construction Services for the Lake Trail Pavement Improvements from Royal Palm Way to Reef Road, to Mock, Roos & Associates, Inc., in the Amount of $23,200, and Establishing a Pre-Construction Services Budget of $26,000.
H. Paul Brazil, P.E., Director of Public Works – ***This Item was Moved to New Business***

9. RESOLUTION NO. 181-2015 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving a Purchase Order in the Amount of $93,810.50, to Kimley-Horn and Associates, Inc., for Professional Engineering Services Associated with Groundwater Monitoring at the Town's Vegetative Landfill Sites, and Establishing a Project Budget of $95,000.
H. Paul Brazil, P.E., Director of Public Works

10. RESOLUTION NO. 182-2015 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Authorizing a Change Order for a 6 Month Contract Extension to Lopez Group, Inc., in the Amount of $73,430.88 for Worth Avenue Maintenance Services, and Establishing a Budget of $75,000.
H. Paul Brazil, P.E., Director of Public Works

11. RESOLUTION NO. 183-2015 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving the Renewal of the Golf Instruction Services Agreement for the Town of Palm Beach Par 3 Golf Course Between the Town of Palm Beach and Kellie Stenzel Golf, Inc. and Authorizing the Town Manager to Execute the Same on Behalf of the Town.
Beth Zickar, Director of Recreation

12. RESOLUTION NO. 184-2015 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving the Purchase of a S530 T4 Bobcat Skid-Steer Loader at a Cost of $26,598.90 From Clark Equipment Company, dba Bobcat Company for use at the Par 3 Golf Course, and Authorizing the Town Manager to Execute the Purchase on Behalf of the Town.

Beth Zickar, Director of Recreation

C. OTHER

1. Authorize the Temporary Relocation of the Holiday Tree at Town Hall Square
H. Paul Brazil, P.E., Director of Public Works

2. Authorize Issuance of Request for Proposals for a Grants Administrator
Jay Boodheshwar, Deputy Town Manager

3. Florida Department of Transportation Southern Boulevard Bridge Project
Paul Brazil, P.E., Director of Public Works

   a. Authorize the Town Manager to Execute a Landscape Maintenance Memorandum of Agreement with the Florida Department of Transportation for the Southern Boulevard Bridge Project

   b. Authorize the Town Manager to Execute a Decorative Lighting Locally Funded Agreement with the Florida Department of Transportation for the Southern Boulevard Bridge Project

   c. Authorize the Town Manager to Execute a Decorative Lighting Maintenance Memorandum of Agreement with the Florida Department of Transportation for the Southern Boulevard Bridge Project

4. Status Report of Delinquent Accounts
Jane Struder, Director of Finance

5. Authorize the Planning & Zoning Commission to Study a Potential Revision to the Zoning Ordinance Requiring All Ground Based Transformers to be Screened
John S. Page, Director of Planning, Zoning, and Building

X. REGULAR AGENDA

A. Old Business

1. Revisit of Issues Assigned to the Planning and Zoning Commission
Penelope D. Townsend, Town Council Member

Council Member Townsend requested that the Town Council reconsider the recent assignment of the following items to the Planning and Zoning Commission:

- Review varying side yard setback requirements on smaller lots

(especially in Mid-Town and R-C District neighborhoods) for consistency and appropriateness

- Review language governing maximum linear building dimensions and lot coverage to prevent same from applying to underground structures (in sub-basements not visible aboveground)
- Review minimum landscaped open space requirements, clarifying how same is to be calculated when "greenspace" exists above underground structures
- Review the existing schedule of off-street parking spaces for various land use types to determine if adjustments should be made to the minimum number of required spaces

Discussion ensued regarding pending litigation, Bert Harris implications, Architectural Commission rules, providing notice if additional items are to be referred to the Planning and Zoning Commission, the level of analysis these matters require, renovations, and the need for consistency.

Alexander Ives, Preservation Foundation President, requested that the Town Council leave the Planning and Zoning Commission's review as open as possible and spoke regarding agitating regulations and the Architectural Commission's upcoming review of some of their own limiting provisions as well.

Discussion continued regarding proceeding slowly and methodically, having these items reviewed only during season, looking for a process that will bring the community together and protect the Palm Beach brand, the need for an overall objective rather than doing things piecemeal, getting input from the Preservation and Civic Associations, and the political perception of the Planning and Zoning Commission.

Anita Seltzer, 44 Cocoanut Row, expressed concern over the number of items that were advertised for the next Planning and Zoning Commission meeting and requested clarification on which items were to be discussed at the meeting, the duties of the Commission, the product of their review, the requirement for verbatim transcripts in the event of an appeal, and the public's due process rights.

Town Attorney Randolph spoke regarding the Planning and Zoning Commission's review of the matters assigned to them, when they would be considered, the appeal requirement for verbatim transcripts, and public comment.

Discussion continued regarding the items assigned being just the beginning for the Planning and Zoning Commission's review, having these matters heard by the Commission only during the Zoning Season, breaking the items up and scheduling them for particular meetings, and

urging the Commission to be mindful that the Zoning Ordinance protects the quality of life.

Zoning Administrator Castro noted for the record that although the Commission's review of these items may be conducted during the Zoning Season, adoption of the actual ordinances may not happen within season.

It was the consensus of the Town Council to direct the Planning and Zoning Commission to schedule specific issues for specific meetings and for Staff to advertise the items accordingly.

It was the consensus of the Town Council that the study of these specific issues be limited to the Zoning Season.

B. New Business

1. Consideration of Scheduling an Attorney/Client Session Immediately Following the Regular Town Council Meeting on Thursday, November 12, 2015, in the Town Council Chambers, 360 South County Road, Palm Beach, Florida, to Discuss the Following Matters:
   1. 224 Atlantic, LLC vs Town of Palm Beach Case No. 502015CA004478XXXXMB(AY)
   2. 224 Atlantic, LLC vs Town of Palm Beach Case No. 502015CA004622XXXXMB(AY)
   3. 224 Atlantic, LLC vs Town of Palm Beach Case No. 502015CA005761XXXXMB(AY)
   4. 224 Atlantic, LLC vs Town of Palm Beach Case No. 502015CA008921XXXXMB(AY)

   All Pending in the Circuit Court of the Fifteenth Judicial Circuit in and for Palm Beach County, Florida. Attorney/Client Session Attendees: Mayor Gail L. Coniglio, Town Council President Michael J. Pucillo, Town Council President Pro Tem Richard M. Kleid, Town Council Members ~~Danielle Hickox Moore~~, Penelope D. Townsend, Robert N. Wildrick, Town Manager Thomas G. Bradford, Town Attorneys John C. Randolph and Kelly A. Gardner, and Pleasanton, Greenhill, Meek & Marsaa Court Reporters.
   John C. Randolph, Town Attorney

   Council Member Moore noted for the record that she would need to recuse herself from the meeting due to a voting conflict.

Motion was made by Council Member Townsend, and seconded by Council President Pro Tem Kleid, to approve the scheduling of the Attorney/Client Session regarding 224 Atlantic, LLC vs Town of Palm Beach. On roll call, the motion carried unanimously.

2. Request for Waiver of Charitable Solicitation Permit Application Fees from The Society of the Four Arts King Library.
Susan A. Owens, MMC, Town Clerk

Town Clerk Owens provided an overview of the waiver request.

Rachel Schipper, Four Arts King Library Director, provided additional information regarding the waiver request.

Discussion ensued regarding the request, setting precedent, referring the matter of future waivers to the Ordinances, Rules, & Standards Committee for review, other organizations that might request application fee waivers, and, as an alternative, increasing what the Town budgets for the Library in order to cover the application fees.

Motion was made by Council Member Moore, and seconded by Council Member Townsend, to approve a waiver of The Society of the Four Arts King Library's Charitable Solicitation Permit application fees for their November 2015 and January 2016 book sales, and to refer the matter of future waivers for organizations that receive Town funds through the budgeting process to the Ordinances, Rules, & Standards Committee. On roll call, the motion carried unanimously.

3. Underground Utilities Task Force (UUTF) Discussion
TIME CERTAIN: 10:00 A.M.
Thomas G. Bradford, Town Manager

a. Discussion with Underground Utilities Task Force Members Regarding Timeline for the March 15, 2016, Referendum.
Jeffrey Smith, Chair and Wilbur Ross, Vice Chair

Jeffrey Smith, Underground Utilities Task Force (UUTF) Chair spoke regarding the pace and timeline for the referendum, the $90 million cost estimate, how FP&L's credit plays into the timeline, getting the message out to voters that the Town either undergrounds or FP&L will harden the system with bigger, ugly, concrete poles, and looking at options to reduce the estimated Project timeline.

Wilbur Ross, UUTF Vice Chair spoke regarding proceeding with the referendum as planned, educating the voters on what it will mean to them as taxpayers, his comfortability with the double barreled bond assessment methodology, and starting the planning process for the Project prior to the referendum if it's legal.

Discussion ensued regarding starting the Project prior to the referendum, doing a startup bond as a revenue bond, the approved

bond route, the importance of voter education, upcoming community forums, the assessments not being tax deductible, telling voters what this Project will add to their tax bill and when their neighborhoods will be benefitting from it, where the Project will start and where it will proceed from there, proceeding cautiously if the Town ups the timeline, and sticking with the current timeline.

Eileen Curran, 2778 S. Ocean Blvd., spoke in opposition to the special assessment bond repayment methodology.

Discussion ensued regarding the use and validity of the special assessment bond repayment methodology elsewhere and on other projects in the Town.

UUTF Chair Smith suggested that Ms. Curran attend the next UUTF meeting as the Town's consultant will be speaking on this matter.

UUTF Vice Chair Ross requested a copy of the letter Ms. Curran read into the record.

Discussion continued regarding the matter being esthetics to some and service reliability to others, the reason the Town did not proceed with this Project in 2009, the approved assessment methodology being the fairest, and the need for a referendum.

b. Consideration of Motion to Designate the UUTF as a de facto "Citizens Oversight Committee" during the design and construction phases of the underground conversion project, in addition to their current duties, should the voters approve the undergrounding referendum on March 15, 2016.

Town Manager Bradford spoke regarding the need to formalize the Town Council's intent that the UUTF be involved during the Project and the possibility that some adjustments to members' terms and other matters may be needed after the referendum.

UUTF Chair Smith stated that the Task Force supports this item.

Motion was made by Council President Pro Tem Kleid, and seconded by Council Member Wildrick, to designate the UUTF as a de facto "Citizens Oversight Committee" during the design and construction phases of the underground conversion project in addition to their current duties, should the voters approve the undergrounding referendum on March 15, 2016. On roll call, the motion carried unanimously.

c. Consideration of Changes to the March 15, 2016, Referendum Ballot Language to Provide Clarity and Avoidance of Confusion.

Town Manager Bradford provided an overview of the changes being recommended by the Town's Public Information Services Consultant.

Discussion ensued regarding the proposed changes and running the proposed ballot language by the Supervisor of Elections prior to it coming back before the Town Council.

It was the consensus of the Town Council to direct Staff to run the proposed ballot language changes by the Palm Beach County Supervisor of Elections prior to it being placed on the December 8, 2015, Town Council agenda.

The Following Item was Added to the Agenda:

- Discussion on Town Bicycle Regulations and Enforcement

Director Blouin spoke regarding bicycle regulations and how the Police Department deals with problems.

Discussion ensued regarding safety, how fast the bicyclists are riding, ticketing bicyclists who run red lights, and bicycle speed limit signs on Lake Trail.

Council Member Moore requested the installation of a bicycle speed limit sign in the Mid-Town area of the Lake Trail.

Discussion continued regarding construction and the bicycle groups getting larger making the problem worse.

Andrew Roddy, 231 Kenlyn Rd., spoke regarding bicyclists being more exposed than motorists, cars needing to give them a wide berth when passing, bicyclists not being allowed to ride against the flow of traffic, and bicyclists having to follow the same rules that motorists have to follow.

Ken Walker, 130 Sunrise Ave., spoke regarding spinning groups going out and being deputy marshals.

Lynn George, 249 Mocking Bird Trl., asked if motorists would be ticketed if they crossed the yellow line while giving a bicyclist the required berth.

Director Blouin responded that Officers have discretion and that, so long as the motorist is doing so safely, they will not be ticketed.

4. Coastal Update
Paul Brazil, P.E., Director of Public Works

a. Shoreline Condition Update

Coastal Coordinator Weber provided an update on current shoreline conditions.

Discussion ensued regarding when the EIS for Reach 8 could be expected and the easement statuses for the Reach 8 Project.

b. Discussion of Long-Term Coastal Management Program Budget

Madelyn Greenberg, 3360 S. Ocean Blvd., SOS Member, spoke in opposition to any "bare bones" shore protection option.

Discussion ensued regarding Miami mining sand from Martin County, it being cheaper to get sand from the Bahamas, the U.S. government's "Buy American" rule and potentially lobbying to change it, and problems with Bahamian sand.

Director of Public Works Brazil provided an overview of the 10-Year Coastal Management Program and indicated which projects are required, recommended, under consideration, and inlet contingency projects. He provided an overview of the Program's cost increases and explained the rolling 10-year project window.

Discussion ensued regarding benchmarks, how long renourishment projects typically last, monitoring, and project timelines, the need to modify the long-term plan, following through on the 1989 goals, the feeder beach system, the Beach Management Agreement, increases in the Town's operating budget and being mindful of expenditures Town-wide, turning over Reach 7 to Palm Beach County, concentrating on the current approved Plan, remaining cognizant of the rolling 10-year average, and having the Shore Protection Board looking at the future five years out.

Madelyn Greenberg, 3360 S. Ocean Blvd., SOS Member, spoke regarding the plans for Reach 8 and Sloan's Curve.

Discussion continued regarding the projects planned for Reach 8 and Sloan's Curve, permitting issues, EIS costs, and what happens if the Town determines that the Sloan's Curve project failed.

It was the consensus of the Town Council to continue with the current Coastal Management Program.

5. Authorize the Town Manager to Negotiate an Interlocal Agreement with the City of West Palm Beach for Rehabilitation of the Shared Wastewater Force Main from I-95 and North Congress Avenue to the East Central Regional Wastewater Treatment Plant
H. Paul Brazil, P.E., Director of Public Works

Director Brazil provided an overview of the work that needs to be performed.

Discussion ensued regarding whether bond funds could be used on this Project and the Project timeline.

Motion was made by Council President Pro Tem Kleid, and seconded by Council Member Townsend, to authorize the Town Manager to negotiate an interlocal agreement with the City of West Palm Beach for rehabilitation of the shared wastewater force main from I-95 and North Congress Avenue to the East Central Regional Wastewater Treatment Plant. On roll call, the motion carried unanimously.

6. Update on the Planning Efforts for the Town Hall Square Celebration
TIME CERTAIN 1:00 P.M.
Bill Bone, Palm Beach Centennial Commission Chairman

Bill Bone, Palm Beach Centennial Commission Chairman, presented a $900,000 check to the Town to go towards the restoration of Memorial Park. He then provided an update on the planning efforts for the Town Hall Square Celebration and requested authorization for several activities/waivers required for the Celebration.

Town Manager Bradford noted for the record that acceptance of these funds is conditioned upon the Town permitting the Centennial Commission to place the names of the donors on a plaque to be located in an appropriate place in Memorial Park.

Mr. Bone stated that the Centennial Commission agrees to pay for the plaque and to go through all of the processes that may apply, including going before the Landmarks Commission.

Discussion ensued regarding precedence for such conditions of acceptance.

Motion was made by Council President Pro Tem Kleid, and seconded by Council Member Moore, to approve the following activities/waivers for the Town Hall Square Celebration:

- **Permit the use of trollies to transport residents from the North and South to the Celebration**

- **Waive parking fees in the Phipps parking lot and permit that lot to be the South End trolley pick up point (with the North End pick up location to be determined)**
- **Permit public parking in the Wells Fargo bank parking lot at the corner of County Road and Royal Palm Way (the bank has agreed to offer its lot pending permission by the Town.)**
- **Close the street on South County Road from Brazilian Avenue to Australian Avenue in both directions and close one lane southbound and northbound from Australian Avenue to Chilean Avenue from 7:00 a.m. to 10:00 p.m. on January 31, 2016**
- **Permit the consumption of food and non-alcoholic beverages and the vending of commemorative items in Town Hall Square and on sidewalks outside local businesses on January 31, 2016, during the celebration**
- **Permit the use of the Council Chambers for presentations on history and information for the proposed Town-wide Utilities Undergrounding Project, and cover the cost of any necessary Staff as determined by the Town, to open the Council Chambers to the public on Sunday, January 31, 2016**
- **Permit business owners Town-wide to put a commemorative style poster describing the celebration and depicting Memorial Fountain in their windows leading up to the Celebration**
- **Permit a champagne toast in Town Hall Square at the Saturday evening preview party**

On roll call, the motion carried unanimously.

7. Appeal of Denial of Special Event Permit for the Proposed Eau Palm Beach Marathon
Thomas G. Bradford, Town Manager

Town Manager Bradford provided an overview of Eau Palm Beach Marathon's Special Event Permit application and Staff's reasons for denying it.

Meryl Levanton, Life Time Fitness Event Manager, provided an overview of the proposed marathon.

Discussion ensued regarding the route, what guarantee there is that the runners will be out of Palm Beach by 7:30 a.m., the number of runners, the event being approved two years ago, the event growing in future years, this being a Town and people moving here for serenity, capping the number of runners, traffic concerns, and bicyclists ridding through at the same time.

Director Blouin spoke regarding the Police Department's safety concerns.

Discussion ensued regarding options for keeping the roadways open.

Nick Coniglio, 201 El Dorado Ln., spoke in support of the appeal.

Discussion ensued regarding allowing the marathon a one year trial, events held in West Palm Beach that close the bridges and the adjustments made, how the marathon benefits the Town, concerns regarding closing the roads between proposed mile markers 3 and 4, and whether or not the Ordinances, Rules, & Standards Committee should study the matter.

Motion was made by Council Member Townsend, and seconded by Council Member Wildrick, to uphold the denial of a Special Event Permit for the proposed Eau Palm Beach Marathon. On roll call, the motion carried 3-2, with Council President Pro Tem Kleid and Council Member Moore dissenting.

8. Appointment to Retirement Board of Trustees
William P. Hanes, Pension Administrator

It was the consensus of the Town Council to ratify the appointment of Bradford D. Kaufman to the Retirement Board of Trustees.

The Following Item was Pulled from the Consent Agenda:

9. RESOLUTION NO. 180-2015 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving a Purchase Order for Pre-Construction Services for the Lake Trail Pavement Improvements from Royal Palm Way to Reef Road, to Mock, Roos & Associates, Inc., in the Amount of $23,200, and Establishing a Pre-Construction Services Budget of $26,000.
H. Paul Brazil, P.E., Director of Public Works

Discussion ensued regarding this project being coordinated with the other construction projects, timing, project scope, condition of the Trail, length of the project, and fixing the cut at the same time.

Motion was made by Council Member Moore, and seconded by Council President Pucillo, to approve Resolution No. 180-2015. On roll call, the motion carried 4-0, with Council President Pro Tem Kleid absent.

XI. ORDINANCES

A. Second Reading

1. ORDINANCE NO. 27-2015 An Ordinance of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Rescinding Ordinance No. 19-2015 in its Entirety; Providing for Severability; Providing for

Repeal of Ordinances in Conflict; Providing for Codification; Providing an Effective Date.
Susan A. Owens, MMC, Town Clerk

Motion was made by Council Member Townsend, and seconded by Council Member Moore, to approve Ordinance No. 27-2015, on final and second reading. On roll call, the motion carried 4-0, with Council President Pro Tem Kleid absent.

2. ORDINANCE NO. 28-2015 An Ordinance of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Amending the Town Code of Ordinances at Chapter 34, Elections, to Provide a New Article IV, Municipal Election Date and Election Qualifying Period for Years When the Town Holds its Municipal Elections Concurrently with Presidential Preference Primary Elections; Providing for a Run-Off Election if Necessary; Providing for an Adjustment in Terms; Directing the Town Clerk to Transmit a Certified Copy of this Ordinance to the Palm Beach County Supervisor of Elections; Providing for Severability; Providing for Repeal of Ordinances in Conflict; Providing for Codification; Providing an Effective Date.
Susan A. Owens, MMC, Town Clerk

Motion was made by Council Member Townsend, and seconded by Council Member Moore, to approve Ordinance No. 28-2015, on final and second reading. On roll call, the motion carried unanimously.

3. ORDINANCE NO. 29-2015 An Ordinance of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Amending the Town Code of Ordinances at Chapter 70, Offenses, to Include a New Section 70-10 Entitled "Attachment of Hammocks or Other Objects To Public Property Prohibited"; Providing for Severability; Providing for Repeal of Ordinances in Conflict; Providing for Codification; Providing an Effective Date.
Kirk W. Blouin, Director of Public Safety

Motion was made by Council Member Moore, and seconded by Council Member Townsend, to approve Ordinance No. 29-2015, on final and second reading. On roll call, the motion carried unanimously.

B. First Reading

1. ORDINANCE NO 30-2015 An Ordinance of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Amending the Town Code of Ordinances at Chapter 2, Administration; Article V, Code Enforcement; Division 3, Procedure; Section 2-439, Citation Fine Schedule, So As to Add Section 70-9 Relating to Sleeping, Camping in Public Places, Sleeping in Vehicle, and Section 70-10 Relating to

Attachment of Hammocks or Other Objects to Public Property, as Class II Violations; Adding Section 106-160, Under Chapter 106, Streets, Sidewalks and Other Public Places, Relating to Maintenance of Parkway Strips, as a Class I Violation; Providing for Severability; Providing for Repeal of Ordinances in Conflict; Providing for Codification; Providing an Effective Date.
John C. Randolph, Town Attorney

Motion was made by Council Member Townsend, and seconded by Council Member Moore, to approve Ordinance No. 30-2015, on first reading. On roll call, the motion carried unanimously.

XII. ANY OTHER MATTERS

A. Request for Clarification from the Ordinances, Rules, and Standards (ORS) Committee Regarding its Review of Chapter 66 of the Town Code and Landscaping Regulations for Public Properties

Council Member Townsend stated that the landscaping regulations in Chapter 66 exclude public properties, and asked the Town Council whether or not public properties should be included.

Discussion ensued regarding unintended consequences, allowing Staff to look into the matter further, generally requiring that the Town follow the same rules as residents-with some exceptions, and whether Staff should report their findings to the ORS Committee or the Town Council.

It was the consensus of the Town Council to direct Director Brazil to review the landscaping provisions of Chapter 66 and to identify any potential issues should those regulations be applied to public property as well, and to report back at the December 8, 2015, Town Council meeting. Further direction to the ORS Committee will be provided after the Director's report.

B. Third-Party Analysis of Capital Projects

Town Manager Bradford spoke regarding the hiring of a third party consultant to look at all of the current construction work that will spill over into the 2016 construction season, and all of the new work that's going to occur in 2016, and determine how to best stage all of the work in order to minimize impacts to the roadways and traffic.

C. Request for Temporary Relocation of the Bradley Park Town Holiday Tree

Discussion ensued regarding temporary relocation of the holiday tree.

Town Attorney Randolph requested additional time to review the litigation that led to the tree being located at Bradley Park.

It was the consensus of the Town Council to direct Town Attorney Randolph to look into the matter and provide a recommendation at the November 12, 2015, Town Council meeting.

XIII. ADJOURNMENT

There being no further business, the November 10, 2015, regular Town Council meeting was adjourned at 1:54 p.m.

APPROVED:

_____
Michael J. Pucillo
Town Council President

ATTEST:

_____
Susan A. Owens, MPA, MMC
Town Clerk

_____
Date

TOWN OF PALM BEACH

Town Council Meeting on: December 8, 2015

Section of Agenda

Minutes

Agenda Title

MINUTES: NOVEMBER 12, 2015

Approval of the Minutes of the Regular Town Council Meeting

Presenter

Susan A. Owens, MMC, Town Clerk

Supporting Documents

- **Minutes of the Town Council Meeting Held on November 12, 2015**

MINUTES OF THE REGULAR TOWN COUNCIL MEETING
HELD ON THURSDAY, NOVEMBER 12, 2015

I. CALL TO ORDER AND ROLL CALL

The regular Town Council meeting was called to order on Thursday, November 12, 2015, at 10:00 a.m., in the Town Council Chambers. On roll call, all of the elected officials were found to be present.

II. INVOCATION AND PLEDGE OF ALLEGIANCE

Town Clerk Owens gave the invocation. Council President Pucillo led the Pledge of Allegiance.

III. RECOGNITIONS

(Clerk's Note: The Following Item was Deferred to After Item No. V., Comments of Town Council Members and Town Manager.)

A. Recognition of 2015 Employee of the Year
Mayor Gail L. Coniglio

Mayor Coniglio recognized Captain Curtis Krauel as the 2015 Town Employee of the Year.

IV. COMMENTS OF MAYOR GAIL L. CONIGLIO – None

V. COMMENTS OF TOWN COUNCIL MEMBERS AND TOWN MANAGER

Council Member Townsend spoke regarding receipt of several e-mails from residents who were opposed to the Eau Palm Beach Marathon.

The Following Item was Added to the Agenda from the November 10, 2015, meeting:

A. Request for Temporary Relocation of Bradley Park Town Holiday Tree

Town Attorney Randolph recommended that the Town Holiday Tree remain in Bradley Park.

It was the consensus of the Town Council to keep the Town Holiday Tree in Bradley Park.

VI. COMMUNICATIONS FROM CITIZENS - 3 MINUTE LIMIT PLEASE – None

VII. APPROVAL OF AGENDA

The following change was made to the agenda:

DEFERRED: Item No. VIII.A.1.b., Modified Special Exception #27-2015 with Site Plan Review and Variances, was deferred to the December 9, 2015, Town Council meeting.

Motion was made by Council President Pro Tem Kleid, and seconded by Council Member Townsend, to approve the agenda, as amended above. On roll call, the motion carried unanimously.

VIII. DEVELOPMENT REVIEWS

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

A. Variances, Special Exceptions, and Site Plan Reviews

1. Old Business

a. Consideration of a Construction Management Agreement for Redevelopment of the Testa's site (Site Plan Review #13-2014 with Special Exceptions and Variances (Modified), 221 & 231 Royal Poinciana Way, 214 & 216 Sunset Avenue, all previously approved) [Attorney: Francis X. J. Lynch]
Deferred from the June 10, 2015, July 15, 2015, August 11, 2015, and October 14, 2015, Town Council Meetings
John S. Page, Director of Planning, Zoning, and Building

Zoning Administrator Castro requested a deferral in order to allow the applicant additional time to meet with all of the neighbors in the Royal Poinciana Way neighborhood.

Attorney Lynch stated that he had met with some of the tenants and property owners, but would like the opportunity to be more inclusive by meeting with the remaining owners.

Discussion ensued regarding having Zoning Administrator Castro

attend the meeting between the applicant and the neighbors as well.

Motion was made by Council President Pro Tem Kleid, and seconded by Council Member Townsend, to defer consideration of the Construction Management Agreement to the January 13, 2016, Town Council meeting. On roll call, the motion carried unanimously.

b. MODIFIED SPECIAL EXCEPTION #27-2015 WITH SITE PLAN REVIEW AND VARIANCES The application of Il Sogno, LLC; relative to property commonly known as 1520 S. Ocean Blvd., described as lengthy legal description on file; located in the R-A/B-A Zoning Districts. The Applicant seeks Special Exception approval to construct a pedestrian access tunnel beneath South Ocean Blvd. connecting property owned by the applicant on the east side of South Ocean Blvd. and on the west side of South Ocean Blvd. including providing electric, gas, water and other utility services to a beach house on the east side of South Ocean Blvd. This proposal will require partial closure of South Ocean Blvd. to excavate and construct tunnel and utilities under the road. Applicant seeks Special Exception approval to construct a one story 500 sq. ft. beach house intended for the use of family and guests, without sleeping quarters, but with electric, gas, water, telephone and other utility services, on property it owns on the east side of South Ocean Blvd with the main residence located immediately to the west of the subject property on the west side of South Ocean Blvd. Applicant seeks Site Plan Review approval of the beach house and tunnel as required for all special exceptions in the R-A Zoning District. Variances are requested to construct a beach house, beach access stairs, a beach tunnel and stairs to that tunnel on land south of Southern Blvd. without a proper ocean bulkhead with a setback from the designated Ocean bulkhead line of ranging from 52.5 feet to 90.0 feet, in lieu of 150 foot minimum required by code; and, to construct tunnel stairs on the west side of South Ocean Blvd with the front yard setback of 86 feet, in lieu of 35 feet required by code. Applicant seeks to construct a seawall west of the Town's official Bulkhead Line (ranging from 5.9 feet to 80.1875 feet west of said bulkhead line), in lieu of on the bulkhead line as required by code. [Attorney: Francis X. J. Lynch]
[Architectural Commission Recommendation: Deferred to the November 16th meeting. Carried 4-3]
Deferred from the September 9, 2015, and October 14, 2015, Town Council Meetings
Request for Deferral to the December 9, 2015, Town Council Meeting Per Letter Dated October 29, 2015, from Francis X.J. Lynch.

*John S. Page, Director of Planning, Zoning, and Building – **Item was deferred to the December 9, 2015, meeting***

c. VARIANCE #26-2015 The application of Roberto and Joanne de Guardiola; relative to property commonly known as 12 Lagomar Rd., described as lengthy legal description on file; located in the R-A Zoning District. The Applicant is requesting variances to construct a tennis court and associated required perimeter fence with a 6.25 street side yard setback in lieu of the 35 foot minimum required and a 5.5 foot front yard setback in lieu of the 35 foot minimum required, and, to construct a 10 foot high fence around the tennis court in the front yard and street side yard setback in lieu of the 6 foot maximum allowed. [Attorney: Maura Ziska, Esq.] [Architectural Commission Recommendation: Implementation of the variances will not cause negative architectural impacts to the subject property if the proposed tennis court is moved five feet to the north. Carried 7-0]
Deferred from the October 14, 2015, Town Council Meeting
John S. Page, Director of Planning, Zoning, & Building

The following ex-parte communications were declared: Council President Pucillo and Council Member Moore spoke with Attorney Ziska, who advocated the position of her clients.

Attorney Ziska, on behalf of Roberto and Joanne de Guardiola, provided an overview of the applicants' request.

Zoning Administrator Castro provided Staff's comments.

Discussion ensued regarding notice to the neighbors, the status of one of the neighbor's objections raised at the ARCOM meeting, the hardship, and adding conditions to the approval.

Motion was made by Council Member Moore, and seconded by Council President Pro Tem Kleid, that Variance #26-2015 be granted and find, in support thereof, that all of the criteria applicable to this application as set forth in Section 134-201(a), items 1 through 7 have been met, subject to execution of a Declaration of Use Agreement containing the following provisions:

- **The 22' hedge must be maintained in perpetuity**
- **There shall be no lighting of the tennis court**
- **Acoustical fencing material will be installed and maintained**

On roll call, the motion carried 3-2, with Council President Pucillo and Council Member Townsend dissenting.

2. New Business

a. SPECIAL EXCEPTION #30-2015 WITH SITE PLAN REVIEW ~~AND VARIANCES~~ The application of Beach Club, Inc. (David Shaw, General Manager); relative to property commonly known as 755 North County Rd., described as lengthy legal description on file; located in the R-B Zoning District. The Applicant is requesting a Special Exception approval with site plan review to allow the following modifications to the previously approved zoning application to the Beach Club (Special Exception #06-2015 with Site Plan Review and Variances). Renovation to existing pool deck area to include the following: relocation and redesign of existing pool within the pool deck. Reconfiguration of existing children's area ~~pool to the north side of the courtyard,~~ new seating on the east side of the pool deck by children's area (no change to seating count), raising of the pool deck elevation +/- 6", removal of the 3 cabanas in the southeast area of the pool deck to be replaced with ~~new bar~~ and washroom facilities and stair, new poolside dining pavilion (awning structure), addition of covered poolside dining (with second floor terrace and new stair), tiki bar connected to existing outside dining next to pool deck ~~(awning structure) from 527 sq. ft. to 1227 sq. ft.~~, removal of existing exterior stair on west side of pool to be replaced with new interior stair, removal of existing exterior stair on west side of pool to be replaced with new interior stair, removal of existing masonry knee wall at perimeter of courtyard to be replaced with landscaping, new glass railing on top of existing seawall, new plantings and paving throughout courtyard. They are withdrawing the variances in the above application. [Attorney: Maura Ziska, Esq.]
John S. Page, Director of Planning, Zoning, and Building

The following ex-parte communications were declared: Council President Pucillo, Council President Pro Tem Kleid, and Council Member Moore spoke with Bill Bone, who advocated his position. Council Member Moore spoke with Attorney Ziska, who advocated the position of her client. Council President Pucillo and Council Member Moore stated that they are Beach Club members. Council Member Wildrick spoke with Homer Marshman.

Attorney Ziska, on behalf of the Beach Club, Inc., provided an overview of the applicant's request.

Zoning Administrator Castro provided Staff's comments.

Attorney Lynch, on behalf of Dr. and Mrs. Marder, spoke regarding the height of the wall, lighting in the children's area, amplified music, the prior approvals, and the pending litigation.

Attorney Ziska responded that this plan would supersede the previously approved plan. She added that her client is willing to agree to construct a 7' high wall along the neighbor to the south's property if Attorney Lynch's client agrees not to appeal the Town Council's approval of the amended plans.

Discussion ensued regarding the pending litigation, conditions of approval that would negate the need for the pending litigation, the appeal timeline, and the applicant's rights to the prior approvals.

Attorney Lynch stated that his clients would agree not to appeal the amended plans if the approval is subject to construction of the proffered wall.

Motion was made by Council President Pro Tem Kleid, and seconded by Council Member Wildrick, that Special Exception #30-2015 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. On roll call, the motion carried unanimously.

Motion was made by Council President Pro Tem Kleid, and seconded by Council Member Wildrick, that the site plan review related to Special Exception #30-2015 be approved based upon the finding that the approval of the site plan will not adversely affect the public interest and that the Council certifies that the specific zoning requirements governing the individual use have been met and that satisfactory provision and arrangement has been made concerning Section 134-329, items 1 through 11, subject to the construction of a 7' high wall along the neighbor to the south's property. On roll call, the motion carried unanimously.

b. SPECIAL EXCEPTION #31-2015 WITH SITE PLAN REVIEW
The application of The Breakers Palm Beach, Inc.; relative to property commonly known as 1 South County Rd., described as lengthy legal description on file; located in the PUD-A Zoning District. The Applicant is requesting a Special Exception approval with site plan review approval for the following projects at the Breakers: Front Lawn Service Buildings: construction of two pavilions on the front lawn west of the hotel and south of the main entrance. The north pavilion (446 sq. ft. of air conditioned space) will house restrooms, while the south pavilion (710 sq. ft. of air conditioned space) will be used for the staging of food service for guests who are attending weddings and similar events that occur on that lawn and may occur on a more regular basis in the future. There will be no intensification of use because The Breakers requested that indoor space be reserved as back-up when outdoor space in in use in case of inclement weather. Ponce Loading Dock Expansion: enclosure of additional space between the Ponce

Ballroom addition and the South Tower of the hotel. This space will provide services for events on the Ocean Lawn. It will include new food service equipment and a unisex bathroom. This enclosure will add 1,261 sq. ft. of air conditioned space. An awning will also be constructed over part of the remaining open corridor. Mediterranean Courtyard Service Elevator: addition of service elevator in the southeastern corner of the Mediterranean Courtyard to facilitate direct access for food service for events in the Courtyard. Currently, staff must negotiate multiple levels to get tables, food, etc. in and out of this area. Emergency generator: approval of a 900 KW generator in the new engine room on the north side of the hotel in lieu of the 600 KW generator which was approved in September of 2015. An engineering re-evaluation resulted in a recommendation for a larger generator. [Attorney: James M. Crowley, Esq.]
[Landmark Commission Recommendation: Deferred consideration of the variances related to the two proposed pavilions on the front lawn, west of the hotel and south of the main entrance, to the November 18th meeting. Carried 7-0]
John S. Page, Director of Planning, Zoning, and Building

The following ex-parte communication was declared: Council President Pucillo spoke with Breaker's President Paul Leone, who provided an explanation of the application.

Attorney Crowley, on behalf of The Breakers Palm Beach, Inc., requested deferral of the portions of the application related to the front lawn pavilions as they were deferred by the Landmarks Preservation Commission to their November 18, 2015, meeting.

Motion was made by Council President Pro Tem Kleid, and seconded by Council Member Townsend, to defer the portions of this application relating to the front lawn pavilions to the January 13, 2016, Town Council meeting. On roll call, the motion carried unanimously.

Attorney Crowley provided an overview of the applicant's remaining requests.

Zoning Administrator Castro provided Staff's comments.

Motion was made by Council Member Moore, and seconded by Council Member Wildrick, that Special Exception #31-2015 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. On roll call, the motion carried unanimously.

Motion was made by Council Member Moore, and seconded by Council Member Wildrick, that the site plan review related to Special Exception #31-2015 be approved based upon the finding that the approval of the site plan will not adversely affect the public interest and that the Council certifies that the specific zoning requirements governing the individual use have been met and that satisfactory provision and arrangement has been made concerning Section 134-329, items 1 through 11. On roll call, the motion carried unanimously.

c. SITE PLAN REVIEW #05-2015 WITH SPECIAL EXCEPTION AND VARIANCES The application of John O. Pickett and Robin R. Pickett; relative to property commonly known as 425 Worth Ave., PH-A, described as lengthy legal description on file; located in the R- D(2) Zoning District. The Applicant is requesting site plan modification and special exception request with variances to allow a 148 sq.ft. dining room addition and new service door to the north side of the unit on the penthouse level of a seven story building. The following variances are being requested: a) to allow the dining room addition at a height of 65.3 feet in lieu of the 60 foot maximum allowed; b) to allow the north side addition to the existing seventh floor penthouse in lieu of the five story building maximum allowed; c) to allow a front yard setback of 30.3 feet in lieu of the 126 foot minimum required for multi-family use on the R-D(2) Zoning District. [Attorney: Maura Ziska, Esq.]
[Architectural Commission Recommendation: Implementation of the variances will not cause negative architectural impacts to the subject property. Carried 7-0]
John S. Page, Director of Planning, Zoning, and Building

The following ex-parte communication was declared: Council Member Moore spoke with Attorney Ziska, who advocated the position of her clients.

Attorney Ziska, on behalf of John O. Pickett and Robin R. Pickett, provided an overview of the applicants' request.

Architect Gerard Beekman, Gramatan Corp., presented the architectural plans for the project.

Zoning Administrator Castro provided Staff's comments.

Motion was made by Council Member Moore, and seconded by Council Member Wildrick, that Site Plan Review #05-2015 be approved based upon the finding that the approval of the site plan will not adversely affect the public interest and that the Council certifies that the specific zoning requirements governing the individual use have been met and that satisfactory provision and arrangement has been made concerning Section 134-329, items 1 through 11. On roll call, the motion carried

unanimously.

Motion was made by Council Member Moore, and seconded by Council Member Wildrick, that the special exception related to Site Plan Review #05-2015 be granted and find, in support thereof, that all of the criteria applicable to this application as set forth in Section 134-201(a), items 1 through 7 have been met. On roll call, the motion carried unanimously.

Motion was made by Council Member Moore, and seconded by Council Member Wildrick, that the variance related to Site Plan Review #05-2015 be granted and find, in support thereof, that all of the criteria applicable to this application as set forth in Section 134-201(a), items 1 through 7 have been met. On roll call, the motion carried unanimously.

d. VARIANCE #28-2015 The application of Oliver R. Grace, Jr.; relative to property commonly known as 270 Algoma Rd., described as lengthy legal description on file; located in the R-A Zoning District. The Applicant is requesting modifications to an existing landmarked residence by adding one and two story additions and detached guest house/pool cabana which require the following variances: 1) a 234.6 sq. ft. two-story infill addition including balcony to the west side of the residence that would have a west side yard setback ranging from 4.1 feet to 8.51 feet in lieu of the 15 foot minimum required, and an angle of vision of 136° in lieu of the 120° degrees maximum allowed. 2) the addition of balcony railings above the existing one story and one story addition on the northwest corner of the house that would have the building height plane setback of 26.84 feet in the of the 34.78 feet required; a 26.84 foot front yard setback in lieu of the 35 foot minimum required; and an angle of vision of 136° in lieu of the 120° degrees maximum allowed. 3) a proposed angle of vision of 131° in lieu of the 120° for the proposed new 2.012 sq. ft. one story guest house/cabana to the east side of the property. [Attorney: Maura Ziska, Esq.]
[Landmark Commission Recommendation: Implementation of the variances will not cause negative architectural impacts to the landmark property. Carried 7-0]
John S. Page, Director of Planning, Zoning, and Building

The following ex-parte communication was declared: Council Member Moore spoke with Attorney Ziska, who advocated the position of her client.

Attorney Ziska, on behalf of Oliver R. Grace, Jr., provided an overview of the applicant's request.

Architect Jackie Albarran presented the architectural plans for the project.

Zoning Administrator Castro provided Staff's comments.

Robert Moore, 318 Bunker Ranch Rd., representing Mr. and Mrs. Herbert Siegel, 200 Via Palma, stated that they had no objection to the project.

Discussion ensued regarding right-of-way calculations and the landmarked status of the property.

Motion was made by Council Member Moore, and seconded by Council Member Townsend, that Variance #28-2015 be granted and find, in support thereof, that all of the criteria applicable to this application as set forth in Section 134-201(a), items 1 through 7 have been met. On roll call, the motion carried unanimously.

e. VARIANCE #29-2015 The application of Herbert J. Siegel and Jeanne S. Siegel; relative to property commonly known as 200 Via Palma, described as lengthy legal description on file; located in the R-A Zoning District. The Applicant is requesting permission to install a pitched roof onto an existing two-story, flat roof home requiring the following three variance requests: to allow a building height of 25.47 feet in lieu of the 25 feet maximum permitted; to allow 0.57 feet of additional roof height within an existing front yard setback (33 feet in lieu of the 35 feet minimum setback required); to allow building height plane ranging from 31.49 feet to 43.08 feet proposed in lieu of the 62.98 feet to 86.16 feet minimum required. [Attorney: Maura Ziska, Esq.]
[Architectural Commission Recommendation: Implementation of the variances will not cause negative architectural impacts to the subject property. Carried 6-1]
John S. Page, Director of Planning, Zoning, and Building

The following ex-parte communication was declared: Council President Pro Tem Kleid spoke with Attorney Hanlon, who advocated the position of his clients.

Town Clerk Owens administered the oath to those who had not already been sworn in and would be providing testimony.

Attorney Hanlon, on behalf of Herbert J. Siegel and Jeanne S. Siegel, provided an overview of the applicants' request.

Architect Tom Kirchhoff, Kirchhoff & Associates, presented the architectural plans for the project.

Zoning Administrator Castro provided Staff's comments.

Discussion ensued regarding one of the Architectural Commission member's concerns.

Motion was made by Council Member Moore, and seconded by Council Member Wildrick, that Variance #29-2015 be granted and find, in support thereof, that all of the criteria applicable to this application as set forth in Section 134-201(a), items 1 through 7 have been met. On roll call, the motion carried unanimously.

IX. ORDINANCES

A. Second Reading

1. ORDINANCE NO. 25-2015 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; Article I, In General, Section 134-2 To Modify The Definition Of Supplemental Parking; Section 134-38 By Creating A Fee For Administrative Approval Of A Parking Exception And Supplemental Off-Site Parking; Section 134-2175 By Providing Clarification And Cross Referencing Of Relevant Sections Of The Code; Section 134-2176 Providing An Exception In The C-WA District To Allow A Percentage Of Unused Off-Street Parking Within A Parking Garage To Be Shared With Other Commercial Uses In That District; Section 134-2177 Providing Regulations To Allow Administrative Approval Of Off-Site Supplemental Shared Parking; Section 134-2178 By Providing Clarification Of When Collective Use Is Permitted; Section 134-2182 By Modifying The Existing Regulations For Off-Site Supplemental Shared Parking To Eliminate A Scriveners Error Referencing The C-PC Zoning District, Cross Reference Appropriate Sections Of The Code, Allow An Administrative Approval For Supplemental Off-Site Parking And An Appeal Process For The Revocation Of Said Approval; Section 134- 2183 Creating A Sunset Provision For The Modification Of The Definition For Supplemental Parking And Administrative Approval Of Off-Site Supplemental Parking; Providing For Severability; Providing For Repeal Of Ordinances In Conflict; Providing For Codification; Providing An Effective Date.
   John S. Page, Director of Planning, Zoning, and Building

Motion was made by Council Member Townsend, and seconded by Council Member Moore, to adopt Ordinance No. 25-2015, on second and final reading. On roll call, the motion carried unanimously.

X. ANY OTHER MATTERS – None

XI. ADJOURNMENT

There being no further business, the November 12, 2015, regular Town Council meeting was adjourned at 11:09 a.m.

APPROVED:

_____
Michael J. Pucillo
Town Council President

ATTEST:

_____
Susan A. Owens, MPA, MMC
Town Clerk

_____
Date

TOWN OF PALM BEACH

Town Council Meeting on: December 8, 2015

Section of Agenda

Minutes

Agenda Title

MINUTES: NOVEMBER 12, 2015

Approval of the Minutes of the Special Town Council Meeting

Presenter

Susan A. Owens, MMC, Town Clerk

Supporting Documents

- **Minutes of the Town Council Meeting Held on November 12, 2015**

MINUTES OF THE SPECIAL TOWN COUNCIL MEETING
HELD ON THURSDAY, NOVEMBER 12, 2015

I. CALL TO ORDER AND ROLL CALL

The Special Town Council meeting was called to order at 11:13 a.m. on Thursday, November 12, 2015, in the Town Council Chambers. All of the elected officials were found to be present.

II. APPROVAL OF AGENDA

Motion was made by Council Member Townsend, and seconded by Council President Pro Tem Kleid, to approve the Agenda. On roll call, the motion carried unanimously.

III. (i) 224 ATLANTIC, LLC VS TOWN OF PALM BEACH, Case No. 502015CA004478XXXXMB(AY)

(ii) 224 ATLANTIC, LLC VS TOWN OF PALM BEACH, Case No. 502015CA004622XXXXMB(AY)

(iii) 224 ATLANTIC, LLC VS TOWN OF PALM BEACH, Case No. 502015CA005761XXXXMB(AY)

(iv) 224 ATLANTIC, LLC VS TOWN OF PALM BEACH, Case No. 502015CA008921XXXXMB(AY)

All Pending in the Circuit Court of the Fifteenth Judicial Circuit in and for Palm Beach County, Florida.

Council Member Moore recused herself, left the dais, and provided a Memorandum of Voting Conflict Form 8b to Town Clerk Owens.

F.S. 286.011(8) Allows the Mayor, Town Council, and the Town Manager to Meet in a Closed-Door Attorney/Client Session for the Purpose of Discussing Strategy Related to Litigation.

Town Council President Pucillo announced the following:

a.) The Attorney/Client Closed-Door Session
b.) The estimated time is thirty minutes
c.) The names of the persons attending:

Gail L. Coniglio, Mayor

Michael J. Pucillo, Town Council President
Richard M. Kleid, President Pro Tem
Penelope D. Townsend, Town Council Member
Robert N. Wildrick, Town Council Member
Thomas G. Bradford, Town Manager
John C. Randolph and Kelly A. Gardner, Town Attorneys
Pleasanton, Greenhill, Meek & Marsaa, Court Reporters

At 11:16 a.m., the persons attending the meeting (listed above) relocated from the Town Hall Council Chambers to the immediately adjacent conference room.

IV. RECONVENE SPECIAL TOWN COUNCIL MEETING IN THE TOWN HALL COUNCIL CHAMBERS

A.) Call to Order

The Special Town Council meeting was reconvened at 12:06 p.m., in the Town Council Chambers.

B.) Town Council President to Announce the Termination of the Attorney/Client Session

Town Council President Pucillo announced the termination of the Attorney/Client Session and that the Town Council had provided direction to the Town Attorneys.

V. ANY OTHER MATTERS – None

VI. ADJOURNMENT

There being no further business, the Special Town Council Meeting of Thursday, November 12, 2015, was adjourned at 12:06 p.m.

APPROVED:

_____
Michael J. Pucillo
Town Council President

ATTEST:

_____
Susan A. Owens, MMC
Town Clerk

_____
Date

TOWN OF PALM BEACH

Town Council Meeting on: December 8, 2015

Section of Agenda

Minutes

Agenda Title

Approval of Major Matters Considered by the Architectural Commission at its Meeting of November 16, 2015.

Presenter

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

Supporting Documents

- **Memorandum Dated November 18, 2015, from John S. Page, Director of Planning, Zoning and Building**
- **ARCOM Minutes of November 16, 2015**

TOWN OF PALM BEACH

Information for Town Council Meeting on: December 8, 2015

To: Mayor and Town Council

Via: Thomas G. Bradford, Town Manager

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

Re: Approval of the Architectural Commission Meeting Minutes of November 16, 2015

Date: November 18, 2015

STAFF RECOMMENDATION

Staff recommends that the Town Council approve the major items that were approved by ARCOM at the regularly scheduled meeting of November 16, 2015.

BOARD OR COMMISSION RECOMMENDATION

The Architectural Commission recommends that the Town Council approve the major items which were considered at the regularly scheduled meeting of November 16, 2015.

GENERAL INFORMATION

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

Attachment

JSP:dam

MINUTES
ARCHITECTURAL COMMISSION
IN THE
TOWN COUNCIL CHAMBERS
2ND FLOOR, TOWN HALL
360 S. COUNTY RD., PALM BEACH

MONDAY, NOVEMBER 16, 2015, 9:00 a.m.

Please be advised that in keeping with a 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 Towns website at www.townofpalmbeach.com.

I. CALL TO ORDER:

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

II. ROLL CALL:

Robert J. Vila, Chairman	PRESENT
Ann L. Vanneck, Vice Chairman	PRESENT
Kenn Karakul, Member	PRESENT
Richard Sammons, Member	PRESENT (arrived at 9:23)
Peter I. C. Knowles II, Member	PRESENT
Martin D. Gruss, Member	PRESENT
Robert N. Garrison, Member	PRESENT
Alexander C. Ives, Alternate Member	PRESENT (arrived at 9:16)
Michael B. Small, Alternate Member	PRESENT
Maisie Grace, Alternate Member	PRESENT

Mr. Vila advised in the absence of Mr. Sammons and Mr. Ives, Mr. Small will be voting.

Staff members present: John S. Page, Director of Planning, Zoning and Building; John Lindgren, Planning Administrator; Nancy Roedel, Interim Board Secretary; Paul Castro, Zoning Administrator (for a portion of the meeting); John C. Randolph, Town Attorney.

III. PLEDGE OF ALLEGIANCE:

IV. APPROVAL OF THE MINUTES FROM THE OCTOBER 28, 2015 MEETING:

A MOTION WAS MADE BY MRS. VANNECK FOR APPROVAL OF THE MINUTES.
MOTION SECONDED BY MR. KARAKUL.
MOTION CARRIED WITH ALL IN FAVOR.

V. APPROVAL OF THE AGENDA:

A MOTION WAS MADE BY MRS. VANNECK TO APPROVE THE AGENDA WITH THE FOLLOWING CHANGES:
B-093-2015 1520 South Ocean Blvd. to be deferred to the December meeting.
B-095-2015 108 El Mirasol to be deferred to the January meeting.
MOTION SECONDED BY MR. KARAKUL.
MOTION CARRIED WITH ALL IN FAVOR.

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

Mrs. Roedel administered the oath at this time and throughout the meeting as necessary.

VII. PROJECT REVIEW:

A. MAJOR PROJECTS-OLD BUSINESS:

B - 090 - 2015 Modifications
Address: 2800 S. Ocean Boulevard
Applicant: J.V. Associates (P.B.) LLC - Collin Clark, General Manager
Architect: Leo A. Daly
Project Description: The Four Seasons Resort Palm Beach is planning modifications to the hotel site in order to improve its guest facilities in terms of aesthetics, functionality, guest amenities and life safety standards. Includes west garden improvements, hotel facade improvements, remodel lobby level interiors, and pool deck improvements.

At the August meeting, this project was not heard and deferred to the September meeting at the applicant's request. At the September meeting, this project was deferred to the October meeting at the attorney's request. At the October meeting, a motion carried to approve the Architecture as presented, with the exception of the railings which were deferred to the November meeting and partially approving the Landscaping, including the pool area and the east half of the property, but deferring the entrance, lighting and the parking area on the western half of the property to the November meeting.

Call for disclosure of ex parte communication: Disclosure by Mr. Garrison, Mr. Karakul, Mrs. Vanneck, Mr. Vila, Mr. Small and Ms. Grace.

ARCHITECTURAL PRESENTATION: Paul Twitty, Leo A. Daly
LANDSCAPING PRESENTATION: Tim Johnson and Fernando Wong, Fernando Wong Outdoor Living Design

Mr. Twitty stated they are here today to address the railings and the landscape issues discussed at last month's meeting. Mr. Twitty proposed a new railing, stating the wood cap will be kept. The railing is now white instead of black and has a vertical rectangular motif. The front entrance lighting has been studied and the fixtures have been revised.

Commission Comments: One of the Commissioners stated the changes to the railings were terrific.

Mr. Wong addressed the adjustment of size in the front elevation and reviewed the plant list. The front area will be kept lush. Mr. Johnson addressed the parking lot and advised the Palm tree hat

racking issue has been resolved, and Four Seasons management vowed not to cut back the trees like that again. Four shade trees have also been added to the parking lot.

Commission Comments: The Commission was pleased and are happy to finally be getting a wow factor at the front entrance, however, the walkway is still concrete, and the drive is tabby. Mr. Johnson advised the walkways will be changed to tabby.

A MOTION WAS MADE BY MR. KARAKUL TO APPROVE THE ARCHITECTURE AND LANDCAPE AS PRESENTED.
MOTION SECONDED BY MRS. VANNECK.
MOTION CARRIED WITH ALL IN FAVOR.

B - 093 - 2015 Tunnel and Landscaping
Address: 1520 S. Ocean Blvd.
Applicant: Il Sogno LLC (Janet Vargas, Manager)
Architect: Peter Pennoyer Architects/Tim Kelly
Original Project Description: Construction of a tunnel beneath South Ocean Boulevard, tunnel stairs, and installation of landscaping east of South Ocean Boulevard. Revised Project Description: New tunnel beneath South Ocean Boulevard; East of South Ocean Boulevard: new seawall, new beach house, replacement of beach access stairs, new tunnel stairs, new landscaping and hardscaping; West of South Ocean Boulevard: new tunnel stairs, new front wall, new entry gates, piers and lights, new landscaping and hardscaping.

At the August meeting, this project was deferred pending submission of a proper application. At the September meeting a motion carried to defer to the October meeting, with the consideration that the beach house be moved to the north end of the property so it doesn't impact the view when driving from the south, and doing the stairs the same way they were done on the west side. At the October meeting, a motion carried to defer this project to the November meeting.

Please be advised this project has been deferred to the December meeting at the attorney's request.

B - 095 - 2015 New Residence
Address: 108 El Mirasol
Architect: Callori Architects/Michael T. Callori
Project Description: New two story Mediterranean style residence, pool, hardscape, landscape; one story garage. Building - White Stucco, Off White Cast Stone; Beige Trim; Roof - Peach Beige Palette

At the September meeting, a motion carried to defer to the October meeting. This project was deferred to the November meeting as the request of the architect.

Please be advised this project has been deferred to the December meeting at the attorney's request.

B - 096 - 2015 Demolition and New Residence
Address: 449 Australian Ave.
Applicant: Cushing Investments, LLC
Architect: Kevin Asbacher

Project Description: Demolition of an existing 1 story, 6 unit, multi-family building. Construction of a 2 story, British Colonial, single family residence, with final landscape and hardscape. Building, Trim and Shutter Color - White; Roof - White concrete Tile.

At the September meeting a motion carried to defer the demolition until the October meeting. At the October meeting, a motion carried to defer the Architecture to the November meeting.

Call for disclosure of ex parte communication: Disclosure by Mr. Garrison, Mrs. Karakul, Mrs. Vanneck, Mr. Vila, Mr. Small and Ms. Grace.

Mr. Page advised that with Mr. Ives arrival, he will be voting.

ARCHITECTURAL PRESENTATION: Kevin Asbacher, Asbacher Architecture
LANDSCAPE PRESENTATION: Keith Williams, Nievera and Williams
ALSO TESTIFIED: Maura Ziska, on behalf of the property owner

Mr. Asbacher reviewed the adjustments made to the elevations in response to the comments at the previous meeting, regarding height and the overall scale of the project.

Commission Comments: There was some concern regarding the heaviness of the roof, Mr. Asbacher responded that the house is rectangular and the lot is only 50ft. wide; the roof will not have a huge impact from the street in mass.

A MOTION WAS MADE BY MR. GARRISON TO APPROVE THE ARCITECTURE AS PRESENTED.
MOTION SECONDED BY MR. KNOWLES.
MOTION CARREID WITH FIVE VOTES IN FAVOR AND TWO VOTES OPPOSED WITH MR. KARAKUL AND MRS. VANNECK DISSENTING.

Mr. Williams reviewed the existing site plan and stated all materials will be removed. They are working with the neighbors to the west to maintain their Ficus hedge, while the walls are going up. He reviewed the proposed plan and briefly discussed the plant list.

Commission Comments: There was a lot of discussion regarding the responsibility to the neighbors regarding the Ficus hedge. The Commissioners wanted to know if the hedge dies, will it be replaced or will the neighbors be compensated.

Ms. Ziska advised that they are in discussions with the neighbor about taking responsibility for the hedge privately.

A MOTION WAS MADE BY MR. GARRSION TO APPROVE THE LANDSCAPING AS PRESENTED WITH THE EXCEPTION OF THE WESTERN BOUNDARY, A HEDGE GREEMETN BETWEEN THE PROPERTY OWNER AND THE WESTERN NEIGHBOR TO BE BROUGHT BACK TO ARCOM AT THE DECEMBER MEETING.
MOTION SECONDED BY MRS. VANNECK.
MOTION CARRIED WITH ALL IN FAVOR.

Please note Mr. Sammons arrived at 9:23 a.m. and will be voting for the remainder of the meeting.

B - 108 - 2015 Addition/Modification
Address: 200 Via Palma
Applicant: Herbert J. and Jeanne S. Siegel
Architect: Kirchhoff & Associates Architects
Project Description: Modify existing Regency style residence into Mediterranean style residence. New Pitched terra-cotta clay barrel tile roof. New loggia to replace existing. Demolish existing one story cabana. New one story Mediterranean style cabana. Other associated improvements.

At the October meeting, a motion carried to defer the Architecture to the November meeting.

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

ARCHITECTURAL PRESENTATION: Tom Kirchhoff, Kirchhoff and Associates

Mr. Kirchhoff stated that as presented at last month's meeting, his clients like the style of the house at 101 El Vedado, which is Mediterranean style. He said that there were some issues last month in changing the style from Regency to Mediterranean because the house was a Wyeth. Mr. Kirchhoff said, in his opinion, this is not Mr. Wyeth's best work. This property is not landmarked and he thinks his clients should have the right to change the style. Mr. Kirchhoff advised that all variances have been approved by the Town Council.

Commission Comments: There was a question on the landscape which Mr. Kirchhoff addressed, stating the landscape will not be touched other than putting a roof on the cabana.
It was observed that adding the roof to the house will be more attractive from the water. Mr. Kirchhoff was advised to re-study the windows on the pool house, they seem out of scale. It was stated that this is an unusual but good project. There was concern among some of the Commissioners that this project may be tampering with something and maybe not improving it as much as it might be.

MOTION MADE BY MR. GARRSION TO APPROVE THE PROJECT AS PRESENTED.
MOTION SECONDED BY MR. KARAKUL.
MOTION CARRIED WITH FOUR VOTES IN FAVOR AND THREE VOTES OPPOSING WITH MR. SAMMONS, MRS. VANNECK AND MR. VILA DISSENTING.

Mr. Page announced there is a technical issue with the Code, regarding three upcoming items on the agenda, which can be partially resolved today. The projects affected are B-115-2015, B-116-2015 and B-118-2015. We have a procedural error that was discovered this morning, and needs to be brought to the Commissions attention. The Code requirement states that notice of any project brought in front of ARCOM must be mailed to the neighbors within 250 ft., and the notice has to be mailed out at least 10 days prior to the meeting. Those notices were prepared and delivered to Staff. However, because the meeting date was moved forward, those notices went out 7 days prior to the meeting, not the required 10 days. Because these three projects involve variances and there is no code requirement indicating that the variance approval had to be noticed 10 days in advance, these three projects are scheduled to go to Council in December, and the notice correctly identifies the December meeting date for the variance consideration. It would be entirely appropriate for the Commission to hear the projects and act upon the variance recommendation today, without giving final ARCOM approval until the December meeting.

B. MAJOR PROJECTS-NEW BUSINESS:

B - 115 - 2015 Addition/Modification
ARCOM TO MAKE RECOMMENDATION RELATIVE TO VARIANCE(S)
Address: 417 Seaview Ave.
Applicant: Mr. & Mrs. Todd Carlson
Architect: MP Design & Architecture
Project Description: Raise existing floor to 7.5 ft. NGVD Elevation. Replace existing roof. New windows and doors. Replace existing siding with new stucco finish. New pool, new landscape and hardscape.

Call for disclosure of ex parte communication: Mr. Garrison, Mrs. Vanneck, Mr. Small and Ms. Grace.

ARCHITECTURAL PRESENTATION: Michael Perry, MP Design and Architecture
ALSO TESTIFIED: Maura Ziska, on behalf of the owner, Sofie Lutz, 419 Seaview Ave.

Ms. Ziska reported that this project was approved in February of this year. During construction 50% of the cubic volume was exceeded and due to that, they are again asking approval for the existing non-conformities. They are asking for variances to allow the existing house to be rebuilt in the same footprint. Ms. Ziska also mentioned objections to the project from some of the neighbors. One of the concerns regarded a wall on the west side of the property. She has consulted with the Landscape Architect and the wall can be removed and the hedge reduced.

Mr. Perry reviewed the plan. Everything has remained the same. The wall along the west side of the property will be removed and replaced with landscaping. There is nothing that is being newly created in the variances, everything exists currently on the property.

Commission Comments: It was stated that this is a great project and it's wonderful that the owners have preserved this cottage.

Ms. Lutz stated that their major concern has been resolved, since they are not building the wall.

A MOTION WAS MADE BY MRS. VANNECK THAT IMPLEMENTATION OF THE PROPOSED VARIANCE WILL NOT CAUSE NEGATIVE ARCHITECTURAL IMPACTS TO THE SUBJECT PROPERTY.
MOTION SECONDED BY MR. KARAKUL.
MOTION CARRIED SIX VOTES IN FAVOR AND ONE VOTE OPPOSED WITH MR. GRUSS DISSENTING.

A SECOND MOTION WAS MADE BY MRS. VANNECK TO DEFER THE ARCHITECTURAL PORTION OF THE PROJECT TO THE DECEMBER MEEITNG.
MOTION SECONDED BY MR. GARRISON.
MOTION CARRIED WITH ALL IN FAVOR.

B - 116 - 2015 Addition/Modifications
ARCOM TO MAKE RECOMMENDATION RELATIVE TO VARIANCE(S)
Address: 425 & 431 Chilean Ave.
Applicant: Lorraine S. Charman
Architect: SKA Architects, Patrick Segraves
On the south side, remove bedroom and 1 balcony (27 sq. ft.) and enlarge front balcony at bedroom #2 and exercise room (95 sq. ft.). On the west side, remove west garage gate and close with 6 ft. wall, remove driveway and garage door and reduce area 45 sq. ft. Driveway area to become patio and landscaping. Curb cuts will be eliminated. Change windows in breakfast area, demolish existing pool and replace with new pool, replace and relocate windows on second floor in proposed bedroom 1, closet and bath 3. On the north side, convert family rooms to open loggia (675 sq. ft.). On the east side, remove existing pool, remove all windows on east wall of first floor. Replace and relocate windows on proposed closet. On the east side, remove existing pool, and remove all windows on east wall of first floor. Replace and relocate windows on proposed closet and add 262 sq. ft. addition to northeast corner, to enlarge living room.

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

ARCHITECTURAL PRESENTATION: Pat Segraves, SKA Architects
ALSO TESTIFIED: Frank Lynch, on behalf of the applicant
LANDSCAPE PRESENTATION: Keith Williams, Nievera and Williams
Mr. Segraves stated this is a two family townhouse and they are making it a single family home. He reviewed the existing and proposed plans.

Mr. Lynch stated that they are seeking a lot coverage variance. The lot coverage variance is for the back of the property and will not be seen from the street.

Commission Comments: There was some concern with the front second floor balcony, it was suggested that it be re-studied. It was stated by one Commissioner that they did not have any detailing and therefore could not discuss the architecture, however, based on what is here the duality should be toned down.

A MOTION WAS MADE BY MR. KARAKUL THAT IMPLEMENTATION OF THE PROPOSED VARIANCE WILL NOT CAUSE NEGATIVE ARCHITECTURAL IMPACTS TO THE SUBJECT PROPERTY.
MOTION SECONDED BY MR. SAMMONS.
MOTION CARRIED WITH ALL IN FAVOR.

Mr. Williams stated there would be several gardens throughout the property, along with a Palm grove. He briefly reviewed the plan and the plant list.

Commission Comments: There was some concern among the Commission with the four car garage and the size of the motor court. Mr. Segraves stated that it is a four car garage, but the owner will be using it as a two car garage. The Commission wanted to know what was existing and what was new on the plan. Mr. Williams advised everything is new, they are not keeping anything and will be starting the landscape from scratch.

A MOTION WAS MADE BY MRS. VANNECK TO DEFER THE PROJECT TO THE DECEMBER MEETING TO ACCOMMODATE THE NOTIFICATION PROCESS.
MOTION SECONDED BY MR. KARAKUL.

MOTON CARRIED WITH ALL IN FAVOR.

B - 117 - 2015 Gates
Address: 134 Australian Ave.
Applicant: Anne Petry
Architect: Nievera Williams
Project Description: Final design for pedestrian and vehicular gates.

Call for disclosure of ex parte communication: Disclosure by Mrs. Vanneck and Mr. Vila

LANDSCAPE PRESENTATION: Keith Williams, Nievera and Williams

Mr. Williams stated they are proposing new vehicular gates. The new gate will be pushed back the 18ft. that is required. The gate is located on the north-west corner of the property, and will be a solid recessed panel gate.

Commission Comments: Mr. Williams responded to a question regarding rollers and said the gates will be designed so the rollers will not be visible.

A MOTION WAS MADE BY MR. KARAKUL TO APPROVE AS PRESENTED WITH THE CAVEAT THAT THE DRIVEWAY GATE IS SOLID NOT LOUVERED.
MOTION SECONDED BY MRS. VANNECK.
MOTION CARRIED WITH ALL IN FAVOR.

B - 118 - 2015 Demolition and New Residence
ARCOM TO MAKE RECOMMENDATION RELATIVE TO VARIANCE(S)
Address: 222 Seaspray Ave.
Applicant: Denise and Robert Bendickson
Architect: Roger Hansrote
Project Description: Demolition of existing 2 story residence and carriage house. Construction of new 2 story British Colonial residence. The new residence will have a white stucco finish. The street view reveals an arched entry portico with pediment and brown shutters, doors and windows. The hip roof will have a flat white cement tile treatment.

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

ARCHITECTURAL PRESENTATION: Roger Hansrote
ALSO TESTIFED: Maura Ziska, on behalf of the applicant

Ms. Ziska stated this house is in disrepair and has structural damage. The house was evaluated for renovation, but is not structurally sound.

Mr. Hansrote reviewed the demolition plans and the variances that are being requested. He then presented the plan for the new house.

Commission Comments: There was a discussion regarding the architecture of the new plan and a lack of cohesion between the front and the back of the house. The architectural style is not in conformity with the surrounding properties. It was stated that a grandfather situation is a very valuable thing to lose.

A MOTION WAS MADE BY MRS. VANNCK TO DEFER THE VARIANCES, ARCHITECTURE AND LANDSCAPING TO THE JANUARY MEETING.
MOTION SECONDED BY MR. KARAKUL.
MOTION CARRIED WITH ALL IN FAVOR.

C. MINOR PROJECTS - OLD BUSINESS:

A - 053 - 2015 Addition/Modification
Address: 100 El Bravo Way
Applicant: Ken Tropin as Trustee of the Kenneth G. Tropin Trust
Architect: Brooks & Falotico Associates, Inc. Chuck Willette
Project Description: Addition of office and side entry along with driveway and landscape alterations on El Bravo Way. Modifications to doors, hardscape and landscape, alterations along South Ocean Boulevard. Various additions and modifications in the courtyard and rear of the house below existing roof lines.

At the October meeting, a motion carried to defer this project to the November meeting.

Call for disclosure of ex parte communication: Disclosure by Mr. Sammons, Mr. Karakul, Mr. Vila, Mr. Gruss and Mr. Small

ARCHITECTURAL PRESENTATION: Louise Brooks, Brooks & Falotico
LANDSCAPE PRESENTATION: Scott Hinen, Gregory Lombardi Design

Mrs. Brooks stated she is here today to address the concerns that the Commission had regarding the east elevation fenestration. She reviewed the changes they are proposing.

Mr. Hinen gave an overview of the landscape and hardscape. He stated that the Mimusop tree will be removed and replaced with a Palm tree, but they will be keeping all the other existing material.

Commission Comments: There was some discussion among the Commissioners regarding the new location of the Venetian well head. Mr. Hinen responded the well head was originally in the interior courtyard, which was a more ideal location, but thinks that the new location on axis with the entrance to the terrace, does give a focal point.

MOTION MADE BY MRS. VANNECK TO APPROVE THE ARCHITECTURE AS PRESENTED.
MOTION SECONDED BY MR. KARAKUL.
MOTION CARRIED WITH ALL IN FAVOR.

A MOTION WAS MADE BY MRS. VANNECK TO APPROVE THE LANDSCAPE WITH THE EXCEPTION OF THE DESIGN OF THE GATES AND THE RELOCATION OF THE WELL HEAD.
MOTION SECONDED BY MR. GARRISON.
MOTION CARRIED WITH SIX VOTES IN FAVOR AND ONE VOTE OPPOSED WITH MR. GRUSS DISSENTING.

A - 054 - 2015 Addition/Modification
Address: 2252 Ibis Isle Rd.
Applicant: Mr. & Mrs. Andrew Marks
Architect: Gramatan Corporation
Project Description: Removal of shutters and textured plaster as well as simplification of the gates and addition of exterior lighting.

Call for disclosure of ex parte communication: Disclosure by Mrs. Vanneck, Mr. Vila and Mr. Ives

ARCHITECTURAL PRESENTATION: Gerard Beekman, Gramatan Corportation

Mr. Beekman stated that this project was approved in June 2014. He reviewed the approved site plan with the addition of a small trash enclosure. He proceeded to the elevations and the modifications that were being made.

Commission Comments: There was some concern among the Commissioners regarding the white aluminum gate, with the feeling it should be made of wood.

A MOTION WAS MADE BY MR. GARRISON TO APPROVE THE PROJECT AS PRESENTED WITH THE CAVEAT THAT THE GATE MUST BE WOOD.
MOTION SECONDED BY MRS. VANNECK.
MOTION CARRIED WITH SIX VOTES IN FAVOR AND ONE VOTE OPPOSED WITH MR. SAMMONS DISSENTING.

A - 057 - 2015 Awning (Amending Application A-049-2015)
Address: 313 1/2 Worth Ave.
Applicant: Bice Restaurant/Tricony Management, LLC
Architect: ACI, Inc.
Project Description: Delete two existing awnings within the via at Via Bice Restaurant and install one new retractable, larger awning at the same location.

At the October meeting, a motion carried to defer this project to the November meeting

Call for disclosure of ex parte communication: Disclosure by Mr. Sammons, Mr. Karakul and Mrs. Vanneck and Mr. Vila.

ARCHITECTURAL PRESENTATION: Richard Leja, ACI., Inc.

Mr. Leja reviewed the history of the project and presented a possible solution to the Commission's concerns.

Commission Comments: Many of the Commissioners voiced that this project is not attractive and does not meet the criteria for ARCOM approval. The awning detracts from the charm of the via.

A MOTION WAS MADE BY MR. GARRISON TO DENY THIS APPLICATON WHICH DOES NOT MEET THE FOLLOWING CONDITIONS OF APPROVAL: THE PLAN FOR THE PROPOSED STRUCTURE IN NOT IN CONFORMITY WITH GOOD TASTE AND DESIGN AND IN GENERAL DOES NOT CONTRIBUTE TO THE IMAGE OF THE TOWN AS A PLACE OF BEAUTY, SPACIOUSNESS, BALANCE, TASTE,

FITNESS, CHARM AND HIGH QUALITY. THE PROPOPSED STRUCTURE IN ITS EXTERIOR DESIGN AND APPEARNCE, IS OF INFERIOR QUALITY SUCH AS TO CAUSE THE NATURE OF THE LOCAL ENVIRONMENT TO MATERIALLY DEPRECIATE IN APPEARANCE AND VALUE. THE PROPOSED STRUCTURE IS NOT IN HARMONY WITH THE PROPOSED DEVELOPMENTS ON LAND IN THE GENERAL AREA, WITH THE COMPREHENSIVE PLAN FOR THE TOWN, AND WITH ANY PRECISE PLANS ADOPTED PURSUANT TO THE COMPREHENSIVE PLAN.
MOTION SECONDED BY MR. SAMMONS.
MOTION CARRIED WITH ALL IN FAVOR.

D. MINOR PROJECTS-NEW BUSINESS:

A - 059 - 2015 Additions/Modifications
Address: 1906 South Ocean Blvd.
Applicant: 1906 South Ocean Blvd., LLC
Architect: Christopher H. Stone, AIA
Project Description: Proposed changes to the previously approved two story residence, beach house and hardscape, including the deletion of the staff house, addition of a canopy at north entry, and reduction in hardscape, pool elements, beach house foot print, and change in mullion color throughout.

Call for disclosure of ex parte communication: Mr. Vila

ARCHITECTURAL PRESENTATION: Chris Stone

Mr. Stone state that in the course of completing the design work, there have been a number of refinements made and the scope has been reduced considerably. He then reviewed the elevations, plan and renderings.

Commission Comments: The Commission had some concerns regarding the bronze finish on the windows and the swoop of the roof on the beach cabana; it was suggested both be studied.

A MOTION WAS MADE BY MRS. VANNECK TO APPROVE THE PROJECT AS PRESENTED WITH THE EXCEPTION OF THE COLOR OF THE WINDOW FRAMES (TO BE WHITE IN COLOR; NOT BRONZE) AND TO RESTUDY THE SWOOP ON THE BEACH CABANA.
MOTION SECONDED BY MR. KARAKUL.
MOTION CARRIED WITH FIVE VOTES IN FAVOR AND TWO VOTES OPPOSED WITH MR. SAMMONS AND MR. GRUSS DISSENTING.

Please note Mr. Gruss left the meeting at 12:12 p.m. and Mr. Ives will be voting in his absence.

A - 060 - 2015 Additions/Modifications
Address: 357 Seabreeze Ave.
Applicant: William Georgas
Architect: James C. Paine, Jr.
Project Description: Enclosure with a single hung window to match existing 328 sq. ft. front screened porch, new front entry door, hardscape and landscape adjustments, including new water feature.

Call for disclosure of ex parte communication: Disclosure by Mr. Garrison, Mr. Vila, Mrs. Vanneck and Ms. Grace.

ARCHITECTURAL PRESENTATION: Jim Paine
LANDSCAPE PRESENTATION: Fernando Wong, Fernando Wong Outdoor Living Design

Mr. Paine stated there are no zoning matters with this project. The main architectural changes are the addition of windows and a mahogany door to what is now a screened entry porch on the Seabreeze Rd. façade.

Commission Comments: There was a question from the Commission regarding the color of the window frames. Mr. Paine responded that the windows are white frame and the glass will be matched to the existing windows. There was also some concern with the mahogany door, and it was suggested that perhaps the window company manufacturers a door that would be compatible with the windows. Mr. Paine said he will examine the options for the door.

Mr. Wong stated that the design is intended to provide an additional buffer from Cocoanut Row. He reviewed the site plan and the plant list with the Commission.

A MOTION WAS MADE BY MRS. VANNECK TO APPROVE THE PROJECT AS PRESENTED WITH THE EXCEPTON OF THE FRONT DOOR WHICH IS NOT TO BE SOLID MAHOGANY (MUST HAVE GLASS AND MATCH WINDOWS) AND MUST BE APPROVED BY STAFF.
MOTION SECONDED BY MR. IVES.
MOTION CARRIED WITH ALL IN FAVOR.

VIII. OTHER BUSINESS

General Discussion of Zoning Ordinance requirements and their effect upon Architecture and the Community at Large.
There was a lengthy discussion with Mr. Randolph regarding demolitions and who should be hearing the presentations. The Commission also had some concerns that the conditions they impose (when homes are being built or renovated) are not being followed. Staff indicated that a final Certificate of Occupancy can be withheld if ARCOM conditions are not met. There was also some discussion with Mr. Castro regarding the restrictions the zoning code places on non-conforming properties and what some of the proposed new zoning codes changes will be. The Commission also discussed the qualifications, including architectural licensure, that should be required of presenters. No actions were taken.

IX. COMMUNICATIONS FROM CITIZENS (3 MINUTE LIMIT PLEASE):

None

X. COMMENTS OF THE ARCHITECTURAL COMMISSION AND DIRECTOR OF PLANNING, ZONING AND BUILDING DEPARTMENT:

Mr. Sammons asked Mr. Lindgren to research the home at 310 Australian Ave., in regards to the architectural details that were approved by the Commission.

XI. ADJOURNMENT:

A MOTION WAS MADE BY MR. KNOWLES TO ADJOURN THE MEETING AT 1:23 P.M.
MOTION SECONDED BY MR. SAMMONS.
MOTION CARRIED WITH ALL IN FAVOR.

The next meeting will be held on Thursday, December 10, 2015 at 9:00 a.m. in the Town Council Chambers, 2nd floor, Town Hall, 360 S. County Rd. Palm Beach.

Respectfully submitted,

Robert J. Vila, Chairman
ARCHITECTURAL COMMISSION

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TOWN OF PALM BEACH

Town Council Meeting on: December 8, 2015

Section of Agenda

Resolutions

Agenda Title

RESOLUTION NO. 188-2015 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Awarding RFQ No. 19-2016 to Evolvtec in the Amount of $141,750 for the Provision of Information Technology Services for the Office of Information Systems; and Authorizing the Town Manager to Execute this Purchase on Behalf of the Town.

Presenter

Jay Boodheshwar, Deputy Town Manager

Supporting Documents

- **Memorandum Dated November 29 2015, from Jay Boodheshwar, Deputy Town Manager**
- **Resolution No. 188-2015**
- **Bid Tabulation for RFQ No. 19-2016**

TOWN OF PALM BEACH

Information for Town Council Meeting on: December 8, 2015

To: Mayor and Town Council

Via: Thomas G. Bradford, Town Manager

From: Jay Boodheshwar, Deputy Town Manager

Re: Award of RFQ No. 19-2016 for Information Technology Support Services
Resolution No. 188-2015

Date: November 29, 2015

STAFF RECOMMENDATION

Staff recommends Town Council adopt Resolution No. 188-2015, awarding Request for Quotes (RFQ) No.19-2016 and approving a purchase order to Evolvtec in the amount of $141,750, for information technology (IT) support services for the Office of Information Systems.

GENERAL INFORMATION

The Office of Information Systems (IS) is a Division of the Town Manager's Office. There are currently six employees in the Office, led by the IS Manager. There are two vacant positions that have remained unfilled while an organizational assessment of the Office is being completed. Of the six current employees providing IT services for the Town, two have been on extended sick leave for reasons that cannot be disclosed to ensure compliance with the Health Insurance Portability and Accountability Act (HIPAA).

To allow Town staff to finalize its organizational assessment while providing the necessary IT support services to ensure the Town's technology needs are being met, RFQ No. 19-2016 was issued to obtain pricing in accordance with State of Florida Contract No. 973-561-010-1, Project Area 3: Operational and Support, for the provision of IT support services to augment Town staff. The RFQ requested pricing for a variety of services, including:

1. Network Support
2. Windows Server Support
3. Virtualization Support
4. Storage & Data Protection
5. Infrastructure Applications Support
6. SQL Database Support
7. Desktop Support
8. Business Applications Support
9. IT Management Support
10. Monitoring
11. Remote Service Desk

Five (5) proposals were received from companies under State Contract 973-561-010-1, to complete said tasks. The proposal received from Evolvtec was determined to be the lowest

responsive bid. See attached. Although hourly and monthly pricing were solicited for the eleven (11) items above, staff is proposing to engage Evolvtech for five (5) of the items after further analysis of our service gaps, including SQL Database Support, Desktop Support, Business Applications Support, IT Management Support, and Monitoring.

PURCHASING REVIEW

This procurement has been reviewed and approved by the Purchasing Division of the Finance Department. Award of RFQ No. 19-2016 to Evolvtec is hereby recommended as the lowest responsive and responsible bidder.

TOWN ATTORNEY REVIEW

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

FUNDING/FISCAL IMPACT

Funding for the IT support services will be fully contained in the FY2016 Information Systems operating budget, through savings from the two vacant positions and deferment of certain expenditures that were originally planned for FY2016. The requested $141,750 is a not to exceed number to ensure service gaps are met through the end of FY2016. No additional appropriation is required at this time.

Attachments

Cc: Department Directors
Spencer Wilson, Information Systems Manager
Jim Palmer, Acting Information Systems Manager
Adis Pedraza, Purchasing Manager

RESOLUTION NO. 188-2015

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, AWARDING RFQ NO. 19 - 2016 TO EVOLVTEC IN THE AMOUNT OF $141,750 FOR THE PROVISION OF INFORMATION TECHNOLOGY SUPPORT SERVICES FOR THE OFFICE OF INFORMATION SYSTEMS; AND AUTHORIZING THE TOWN MANAGER TO EXECUTE THIS PURCHASE ON BEHALF OF THE TOWN.

* * * * *

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

Section 1. The Town of Palm Beach, RFQ No. 19-2016, is hereby awarded to Evolvtec in the amount of $141,750, for the provision of Information Technology support services for the Office of Information Systems.

Section 2. The Town Manager is hereby authorized to execute a contract on behalf of the Town of Palm Beach for the provision of information technology support services with Evolvtec.

Section 3. The Town Manager, or his designee, is hereby authorized and directed to take such further legal actions as may be necessary to effectuate the provision of information technology support services to the Town of Palm Beach.

PASSED AND ADOPTED in a regular, adjourned session of the Town Council of the Town of Palm Beach assembled this 8th day of December, 2015.

Gail L. Coniglio, Mayor

Michael J. Pucillo, Town Council President

Richard M. Kleid, Town Council President Pro Tem

Danielle H. Moore, Town Council Member

ATTEST:

Penelope D. Townsend, Town Council Member

Susan Owens, MMC, Town Clerk

Robert N. Wildrick, Town Council Member

TOWN OF PALM BEACH

RFQ No. 19-2016

Information Technology Support Services

TABULATION

Vendor:	Aptuity Solutions	Auxis, LLC	Bell Techlogix, Inc.	EvolvTec (formerly BLM Technologies of Florida)	Naztec International Group, LLC
Address:	2765 W. Cypress Creek Rd. Suite C	8151 Peters Rd. Third Floor	4400 W. 96th Street	4370 Oakes Road, Suite 700	8983 Okeechobee Blvd., Ste: 202-125
	Fort Lauderdale, FL 33309	Plantation, FL 33324	Indianapolis, IN 46268	Fort Lauderdale, FL 33314	West Palm Beach, FL 33411
Telephone:	954-254-0993	954-236-4000	317-608-5879	954-5521 x203	561-802-4110 x101
Fax:	954-756-8074	954-236-6853	(none)	954-587-7210	866-434-6471
Contact:	Jay Provenzano	Jose Alvarez	Tim Wheeler	Jim Jones	Sal Pazhoor

Line	Description	Qty	Unit	Price per Unit	Total	Price per Unit	Total	Price per Unit	Total	Price per Unit	Total	Price per Unit	Total
1	Network Support	24	Hourly	$ 115.00	$ 2,760.00	$ 92.00	$ 2,208.00	$ 125.00	$ 3,000.00	$ 65.00	$ 1,560.00	$ 65.00	$ 1,560.00
2	Windows Server Support	40	Hourly	$ 75.00	$ 3,000.00	$ 81.00	$ 3,240.00	$ 125.00	$ 5,000.00	$ 50.00	$ 2,000.00	$ 70.00	$ 2,800.00
3	Virtualization Support	40	Hourly	$ 115.00	$ 4,600.00	$ 81.00	$ 3,240.00	$ 125.00	$ 5,000.00	$ 95.00	$ 3,800.00	$ 85.00	$ 3,400.00
4	Storage & Data Protection	20	Hourly	$ 75.00	$ 1,500.00	$ 81.00	$ 1,620.00	$ 125.00	$ 2,500.00	$ 85.00	$ 1,700.00	$ 55.00	$ 1,100.00
5	Infrastructure Applications Support	24	Hourly	$ 75.00	$ 1,800.00	$ 81.00	$ 1,944.00	$ 100.00	$ 2,400.00	$ 50.00	$ 1,200.00	$ 75.00	$ 1,800.00
6	SQL Database Support	28	Hourly	$ 150.00	$ 4,200.00	$ 103.00	$ 2,884.00	$ 125.00	$ 3,500.00	$ 60.00	$ 1,680.00	$ 85.00	$ 2,380.00
7	Desktop Support	70	Hourly	$ 75.00	$ 5,250.00	$ 56.00	$ 3,920.00	$ 100.00	$ 7,000.00	$ 55.00	$ 3,850.00	$ 55.00	$ 3,850.00
8	Business Applications Support	26	Hourly	$ 150.00	$ 3,900.00	$ 96.00	$ 2,496.00	$ 100.00	$ 2,600.00	$ 60.00	$ 1,560.00	$ 70.00	$ 1,820.00
9	IT Management Support	12	Hourly	$ 150.00	$ 1,800.00	$ 124.00	$ 1,488.00	$ 125.00	$ 1,500.00	$ 60.00	$ 720.00	$ 49.00	$ 588.00
10	Monitoring	1	Lump Sum/ Month	$ 7,250.00	$ 7,250.00	$ 2,356.00	$ 2,356.00	$ 14,501.00	$ 14,501.00	$ 2,500.00	$ 2,500.00	$ 12,800.00	$ 12,800.00
11	Remote Service Desk	1	Lump Sum/ Month	$ 1,750.00	$ 1,750.00	$ 12,000.00	$ 12,000.00	$ 4,300.00	$ 4,300.00	$ 7,500.00	$ 7,500.00	$ 14,200.00	$ 14,200.00
	Total			$	37,810.00	$	37,396.00	$	51,301.00	$	28,070.00	$	46,298.00
				Quote states: Our bid would require for monitoring and remote desk to be a combined package.		Extended Total differs from quote submitted (Unit Price prevails)		Extended Total differs from quote submitted (Unit Price prevails)					
						Quote states: One-Time Setup of $4,150 for Line 10 & $18,000 for Line 11		**Not on contract (non-responsive)**					

LOWEST

Received 'No-Bid' responses from:
- AAJ Computer Services, Inc.
- Unisys Corporation

Also requested quotes from (No Response):
- CommerNet
- Radgov, Inc.
- Millennium Technology Group
- Brightwing
- Radise International
- Insight Public Sector, Inc.
- TopSource - No longer in business

TOWN OF PALM BEACH

Town Council Meeting on: December 8, 2015

Section of Agenda

Resolutions

Agenda Title

RESOLUTION NO. 189-2015 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Authorizing an Increase to Purchase Order No. 160219 in the Amount of $10,489 and Approving a Total Budget of $64,779 to PCMG, Inc.

Presenter

Jay Boodheshwar, Deputy Town Manager

Supporting Documents

- **Memorandum Dated November 24, 2015, from Jim Palmer, Acting Information Systems Manager**
- **Resolution No. 189-2015**
- **Resolution No. 150-2015**
- **Exhibit A**

TOWN OF PALM BEACH

Information for Town Council Meeting on: December 8, 2015

To: Mayor and Town Council

Via: Thomas G. Bradford, Town Manager

Via: Jay Boodheshwar, Deputy Town Manager

From: Jim Palmer, Acting Information Systems Manager

Re: Approval of Increase to Purchase Order #160219 for Additional VMWare Licenses
Resolution No. 189-2015

Date: November 24, 2015

STAFF RECOMMENDATION

Staff recommends Town Council adopt Resolution No. 189-2015, approving an increase of $10,489 to Purchase Order 160219 to PCMG, Inc. for the purchase of 6 additional software licenses for the Town's VMWare Software (Virtual Server environment), increasing the amount previously approved via Resolution No. 150-2015 to a new total of $64,779.

GENERAL INFORMATION

The request submitted via Resolution No. 150-2015 sought approval for upgrading 16 VMWare upgrade licenses, which was incorrect. The Town actually needed 10 VMWare upgrade licenses and 6 additional new VMWare licenses. The Town has already received the 10 upgrade licenses, but did not have sufficient funds encumbered to purchase the additional 6 licenses due to the error in Resolution No. 150-2015. Approval of Resolution No. 189-2015 will provide the necessary additional funds to purchase the 6 new VMWare licenses.

FUNDING/FISCAL IMPACT

There are sufficient funds in the Information Systems Software Maintenance account for FY2016. Therefore, no additional funds are being requested.

PURCHASING REVIEW

The Purchasing Division has reviewed this item and approves as recommended.

TOWN ATTORNEY REVIEW

The Resolution is in a form previously approved by the Town Attorney for legal form and sufficiency.

cc: Jane Struder, Director of Finance
Adis Pedraza, Purchasing Manager
Spencer Wilson, Information Systems Manager

RESOLUTION NO. 189-2015

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING AN INCREASE TO PURCHASE ORDER NO. 160219 IN THE AMOUNT OF $10,489 AND APPROVING A TOTAL BUDGET OF $64,779 TO PCMG, INC.

* * * * *

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

Section 1. The Purchasing Division of the Finance Department is hereby authorized and directed to increase purchase order 160219 in the amount of $10,480 to the PCMG, INC, allowing for a total budget of $64,779 for the purchase of additional software licenses for the Town's VMWare Software.

Section 2. A copy of PCMG Quote number S9291128 is attached hereto as "Exhibit A" and is hereby incorporated within this Resolution and made a part hereof.

PASSED AND ADOPTED in a regular, adjourned session of the Town Council of the Town of Palm Beach assembled this 8th day of December, 2015.

Gail L. Coniglio, Mayor

Michael J. Pucillo, Town Council President

Richard M. Kleid, Town Council President Pro Tem

Danielle H. Moore, Town Council Member

ATTEST:

Penelope D. Townsend, Town Council Member

Susan Owens, MMC, Town Clerk

Robert N. Wildrick, Town Council Member

RESOLUTION NO. 150-2015

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING THE PURCHASE OF ANNUAL SOFTWARE MAINTENANCE, SUPPORT AND LICENSING FOR FY16 UPON APPROVAL OF THE FY16 BUDGET FOR CARTEGRAPH SYSTEMS, INC. IN THE AMOUNT OF $40,000, SUNGARD PUBLIC SECTOR IN THE AMOUNT OF $97,183.21, TYLER TECHNOLOGIES, INC. IN THE AMOUNT OF $78,955.99, MCCI IN THE AMOUNT OF $34,709.85, ESRI, INC. IN THE AMOUNT OF $25,500, SHI IN THE AMOUNT OF $29,527.81, PCMG, INC. IN THE AMOUNT OF $54,290, AND EDC CORPORATION IN THE AMOUNT OF $34,500 AND AUTHORIZING THE TOWN MANAGER TO EXECUTE THE PURCHASES ON BEHALF OF THE TOWN.

WHEREAS, staff has recommended renewal of software maintenance, support and licensing for Cartegraph Systems, Inc., Sungard Public Sector, Tyler Technologies, Inc., MCCI, ESRI, Inc., SHI, PCMG, Inc., and EDC Corporation with quotes attached hereto as Exhibit "A", Exhibit "B", Exhibit "C", Exhibit "D", Exhibit "E", Exhibit "F", ", Exhibit "G", Exhibit "H" respectively.

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: The quotes for the Cartegraph Systems, Inc. attached hereto as Exhibit "A" in the amount of $40,000, Sungard Public Sector attached hereto as Exhibit "B" in the amount of $97,183.21, Tyler Technologies, Inc. attached hereto as Exhibit "C" in the amount of $78,955.99, MCCI attached hereto as Exhibit "D" in the amount of $34,709.85, ESRI, Inc. attached hereto as Exhibit "E" in the amount of $25,500, SHI attached hereto as Exhibit "F" in the amount of $29,527.81, PCMG, Inc. attached hereto as exhibit "G" in the amount of $54,290, EDC Corporation attached hereto as Exhibit "H" in the amount of $34,500 and incorporated by reference as a part of this resolution are hereby approved and the Town Manager is authorized to execute these renewals on behalf of the Town.

Section 3: The Town Manager, or his designee, is hereby authorized and directed to take such further actions as may be necessary to effectuate the renewal of the Town's annual software maintenance, support and licensing.

PASSED AND ADOPTED in a regular adjourned session of the Town Council of the Town of Palm Beach assembled this 10th day of September 2015.

Gail L. Coniglio, Mayor

Michael J. Pucillo, Town Council President

Richard M. Kleid, Council President Pro Tem

Danielle H. Moore, Town Council Member

Penelope D. Townsend, Town Council Member

ATTEST:

Susan A. Owens, MMC, Town Clerk

Robert N. Wildrick, Town Council Member

Exhibit A

Cartegraph

INVOICE

3600 Digital Dr, Dubuque, Iowa, 52003, United States
Phone: 563-556-8120 Fax: 563-556-8149
www.Cartegraph.com
achremit@cartegraph.com

Invoice Number	SIN000257
Invoice Date	08/05/2015
End User	

Billing Address

Town of Palm Beach
360 S. County Rd.
Palm Beach, FL 33480
United States

Shipping Address

Town of Palm Beach

Invoice Details	Payment Terms	Due Date
	Net 30 Days	9/4/2015

	Product Name	Term Start Date	Term End Date	Milestone	Quantity	Unit Price	Tax Value	Net Value
1	OMS Advanced Edition Annual Unlimited Subscription	11/05/2015	11/04/2016		1.00	$25,000.00	$0.00	$25,000.00
2	Priority Support Renewal	11/05/2015	11/04/2016		1.00	$15,000.00	$0.00	$15,000.00

Net Total	$40,000.00
Tax Total	$0.00
Invoice Total	**$40,000.00**

Tax Summary	
Tax Code	**Tax Value**

GO GREEN:

For your convenience, we do accept ACH/EFT payments. Please contact Mary Jo for additional information at: achremit@cartegraph.com or (563) 587-3312.

Credit card payments: http://cartegraph.com/payments
Please note the invoice # from above with payment. Accounts that are past due will be assessed a monthly 1.5% finance charge retroactive from the invoice date.

SUNGARD PUBLIC SECTOR
1000 Business Center Drive
Lake Mary, FL 32746
800-727-8088
www.sungardps.com

Invoice

Company	Document No	Date	Page
LG	106548	28/Aug/2015	1 of 5

Bill To: Town of Palm Beach (OSSI)
360 S. County Rd.
PALM BEACH, FL 33480
United States
Attn: Jim Palmer 561-227-6311

Ship To: Town of Palm Beach (OSSI)
360 S. County Rd.
PALM BEACH, FL 33480
United States
Attn: Jim Palmer 561-227-6311

Customer Grp/No.		Customer Name	Customer PO Number	Currency	Terms	Due Date
1	6092LG	Town of Palm Beach (OSSI)		USD	NET30	27/Sep/2015

No	SKU Code/Description/Comments	Units	Rate	Extended
Contract No. 081162				
1	OSSI Base Computer Aided Dispatch System Maintenance Start: 01/Oct/2015, End: 30/Sep/2016	1.00	9,368.97	9,368.97
2	OSSI Additional CAD Console License Maintenance Start: 01/Oct/2015, End: 30/Sep/2016	2.00	759.65	1,519.30
3	OSSI First CAD Map Display and Map Maintenance Software License Maintenance Start: 01/Oct/2015, End: 30/Sep/2016	1.00	876.52	876.52
4	OSSI Additional CAD Map Display Client License Maintenance Start: 01/Oct/2015, End: 30/Sep/2016	4.00	292.17	1,168.68
5	OSSI - OPS CAD Maintenance Start: 01/Oct/2015, End: 30/Sep/2016	1.00	3,029.93	3,029.93
6	OSSI E911 Interface Module Maintenance Start: 01/Oct/2015, End: 30/Sep/2016	1.00	1,071.29	1,071.29
7	OSSI Client Base Records Management System Maintenance Start: 01/Oct/2015, End: 30/Sep/2016	1.00	14,058.88	14,058.88
8	OSSI Police to Police Annual Subscription Fee Maintenance Start: 01/Oct/2015, End: 30/Sep/2016	1.00	0.00	0.00
9	OSSI Notification Module Maintenance Start: 01/Oct/2015, End: 30/Sep/2016	1.00	2,458.57	2,458.57
10	OSSI Property and Evidence Module Maintenance Start: 01/Oct/2015, End: 30/Sep/2016	1.00	952.27	952.27
11	OSSI Bar Coding Server License Maintenance Start: 01/Oct/2015, End: 30/Sep/2016	1.00	1,298.54	1,298.54
12	OSSI Bar Coding Hand-Held Client License (Each) Maintenance Start: 01/Oct/2015, End: 30/Sep/2016	1.00	275.94	275.94
13	OSSI RMS Map Display and Pin Mapping License Maintenance Start: 01/Oct/2015, End: 30/Sep/2016	1.00	1,731.39	1,731.39
14	OSSI Accident Wizard Base Server License	1.00	865.69	865.69

Page Total 38,675.97

SUNGARD PUBLIC SECTOR

1000 Business Center Drive
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800-727-8088
www.sungardps.com

Invoice

Company	Document No	Date	Page
LG	106548	28/Aug/2015	2 of 5

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Attn: Jim Palmer 561-227-6311

Customer Grp/No.		Customer Name	Customer PO Number	Currency	Terms	Due Date
1	6092LG	Town of Palm Beach (OSSI)		USD	NET30	27/Sep/2015

No	SKU Code/Description/Comments	Units	Rate	Extended
	Maintenance Start: 01/Oct/2015, End: 30/Sep/2016			
15	OSSI Accident Wizard Workstation License Client Maintenance Start: 01/Oct/2015, End: 30/Sep/2016	25.00	25.97	649.25
16	OSSI Training Module Maintenance Start: 01/Oct/2015, End: 30/Sep/2016	1.00	605.99	605.99
17	OSSI - QuarterMaster Module Maintenance Start: 01/Oct/2015, End: 30/Sep/2016	1.00	952.27	952.27
18	OSSI's Integrated Messaging Software Switch Maintenance Start: 01/Oct/2015, End: 30/Sep/2016	1.00	3,895.62	3,895.62
19	OSSI Base Mobile Server Software Client Maintenance Start: 01/Oct/2015, End: 30/Sep/2016	1.00	2,434.77	2,434.77
20	OSSI Review Module for Field Reporting Maintenance Start: 01/Oct/2015, End: 30/Sep/2016	1.00	2,164.24	2,164.24
21	OSSI - LAN Client License for Message Switch Maintenance Start: 01/Oct/2015, End: 30/Sep/2016	10.00	58.43	584.30
22	OSSI MCT Client for Digital Dispatch Maintenance Start: 01/Oct/2015, End: 30/Sep/2016	25.00	172.27	4,306.75
23	OSSI Mobile Client Maps Maintenance Start: 01/Oct/2015, End: 30/Sep/2016	25.00	34.63	865.75
24	OSSI - MFR Client- Base Incident/Offense Maintenance Start: 01/Oct/2015, End: 30/Sep/2016	25.00	172.27	4,306.75
25	OSSI - MFR Client - Accident Reporting Maintenance Start: 01/Oct/2015, End: 30/Sep/2016	25.00	86.57	2,164.25
26	OSSI Mobile Arrest Module Maintenance Start: 01/Oct/2015, End: 30/Sep/2016	25.00	51.94	1,298.50
27	OSSI MFR Client Arrest Affidavit Maintenance Start: 01/Oct/2015, End: 30/Sep/2016	25.00	25.97	649.25
28	OSSI - MFR Client Citation	25.00	86.57	2,164.25
			Page Total	27,041.94

SUNGARD PUBLIC SECTOR
1000 Business Center Drive
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Invoice

Company	Document No	Date	Page
LG	106548	28/Aug/2015	3 of 5

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360 S. County Rd.
PALM BEACH, FL 33480
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Customer Grp/No.		Customer Name	Customer PO Number	Currency	Terms	Due Date
1	6092LG	Town of Palm Beach (OSSI)		USD	NET30	27/Sep/2015

No	SKU Code/Description/Comments	Units	Rate	Extended
	Maintenance Start: 01/Oct/2015, End: 30/Sep/2016			
29	OSSI - MFR Client - MOBLAN Version Maintenance Start: 01/Oct/2015, End: 30/Sep/2016	5.00	86.57	432.85
Contract No. 081162-2				
30	OSSI Calls for Service Module - 50 workstation Maintenance Start: 01/Oct/2015, End: 30/Sep/2016	1.00	779.12	779.12
31	OSSI Basic Accident Module - 25 Workstation Maintenance Start: 01/Oct/2015, End: 30/Sep/2016	1.00	692.55	692.55
Contract No. 091187				
32	OSSI - Emergency Pro Interface Maintenance Start: 01/Oct/2015, End: 30/Sep/2016	1.00	1,071.29	1,071.29
33	OSSI CAD Resource Monitor Display License with Maps Client Maintenance Start: 01/Oct/2015, End: 30/Sep/2016	1.00	194.78	194.78
Contract No. 091402				
34	OSSI AVL Server Host License Maintenance Start: 01/Oct/2015, End: 30/Sep/2016	1.00	6,817.34	6,817.34
35	OSSI CAD Client AVL License Maintenance Start: 01/Oct/2015, End: 30/Sep/2016	5.00	389.57	1,947.85
36	OSSI Client AVL Mobile License Maintenance Start: 01/Oct/2015, End: 30/Sep/2016	28.00	25.97	727.16
37	OSSI CAD Resource Monitor Display License with Maps Client Maintenance Start: 01/Oct/2015, End: 30/Sep/2016	4.00	194.78	779.12
38	OSSI Residential Security Watch Module Maintenance Start: 01/Oct/2015, End: 30/Sep/2016	1.00	605.99	605.99
39	OSSI - Link Analysis Module Maintenance Start: 01/Oct/2015, End: 30/Sep/2016	1.00	2,164.24	2,164.24
Contract No. 091449				
40	OSSI CAD Custom Mod - (Locution Interface for CADVoice System) Maintenance Start: 01/Oct/2015, End: 30/Sep/2016	1.00	2,921.72	2,921.72

Page Total 19,134.01

SUNGARD PUBLIC SECTOR
1000 Business Center Drive
Lake Mary, FL 32746
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Invoice

Company	Document No	Date	Page
LG	106548	28/Aug/2015	4 of 5

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360 S. County Rd.
PALM BEACH, FL 33480
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Attn: Jim Palmer 561-227-6311

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360 S. County Rd.
PALM BEACH, FL 33480
United States
Attn: Jim Palmer 561-227-6311

Customer Grp/No.		Customer Name	Customer PO Number	Currency	Terms	Due Date
1	6092LG	Town of Palm Beach (OSSI)		USD	NET30	27/Sep/2015

No	SKU Code/Description/Comments	Units	Rate	Extended
Contract No. 091499				
41	OSSI Base Mobile Server Software Client Maintenance Start: 01/Oct/2015, End: 30/Sep/2016	1.00	3,895.62	3,895.62
42	OSSI MCT Client for Digital Dispatch Maintenance Start: 01/Oct/2015, End: 30/Sep/2016	13.00	172.27	2,239.51
43	OSSI Mobile Client Maps Maintenance Start: 01/Oct/2015, End: 30/Sep/2016	13.00	34.63	450.19
44	OSSI CAD Resource Monitor Display License with Maps Client Maintenance Start: 01/Oct/2015, End: 30/Sep/2016	4.00	194.78	779.12
45	OSSI Alpha Numeric Paging Module Maintenance Start: 01/Oct/2015, End: 30/Sep/2016	1.00	1,071.29	1,071.29
46	OSSI Interface to Pagegate Maintenance Start: 01/Oct/2015, End: 30/Sep/2016	1.00	194.78	194.78
Contract No. 100968				
47	OSSI Medical PROQA Interface Maintenance Start: 01/Oct/2015, End: 30/Sep/2016	1.00	1,071.29	1,071.29
48	OSSI Fire PROQA Interface Maintenance Start: 01/Oct/2015, End: 30/Sep/2016	1.00	1,071.29	1,071.29
Contract No. 120374				
49	OSSI CAD Resource Monitor Display License with Maps Client Maintenance Start: 01/Oct/2015, End: 30/Sep/2016	6.00	259.70	1,558.20

Page Total 12,331.29

SUNGARD PUBLIC SECTOR

1000 Business Center Drive
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www.sungardps.com

Invoice

Company	Document No	Date	Page
LG	106548	28/Aug/2015	5 of 5

Bill To: Town of Palm Beach (OSSI)
360 S. County Rd.
PALM BEACH, FL 33480
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Customer Grp/No.		Customer Name	Customer PO Number	Currency	Terms	Due Date
1	6092LG	Town of Palm Beach (OSSI)		USD	NET30	27/Sep/2015

No	SKU Code/Description/Comments	Units	Rate	Extended

Remit Payment To: SunGard Public Sector Inc.
Bank of America
12709 Collection Center Drive
Chicago, IL 60693

Subtotal	97,183.21
Sales Tax	0.00
Invoice Total	97,183.21
Payment Received	0.00
Balance Due	97,183.21

tyler technologies

Empowering people who serve the public®

Remittance:
Tyler Technologies, Inc.
(FEIN 75-2303920)
P.O. Box 203556
Dallas, TX 75320-3556

Invoice

Invoice No	Date	Page
045-141743	09/01/2015	1 of 3

Questions:
Tyler Technologies - ERP & Schools
Phone: 1-800-772-2260 Press 2, then 1
Fax: 1-866-673-3274
Email: ar@tylertech.com

Bill To: TOWN OF PALM BEACH
ATTN: ACCOUNTS PAYABLE
360 S COUNTY RD
PALM BEACH, FL 33480

Ship To: TOWN OF PALM BEACH
ATTN: ACCOUNTS PAYABLE
360 S COUNTY RD
PALM BEACH, FL 33480

Customer No.	Ord No	PO Number	Currency	Terms	Due Date
5247	69888		USD	NET30	10/01/2015

Date	Description	Units	Rate	Extended Price
Contract No.: PALM BEACH, TOWN OF				
	Interface Support Maintenance: Start: 01/Oct/2015, End: 30/Sep/2016	1	1,343.50	1,343.50
	Citizen Services Support-Code Enforcement-Inspections Hierachy Maintenance: Start: 01/Oct/2015, End: 30/Sep/2016	1	4,874.37	4,874.37
	Crystal Reports Site License Support Maintenance: Start: 01/Oct/2015, End: 30/Sep/2016	1	1,343.50	1,343.50
	IVRS Support- (PI) Maintenance: Start: 01/Oct/2015, End: 30/Sep/2016	1	806.09	806.09
	Accounts Receivable Support : Maintenance: Start: 01/Oct/2015, End: 30/Sep/2016	1	1,934.65	1,934.65
	Applicant Tracking Support Maintenance: Start: 01/Oct/2015, End: 30/Sep/2016	1	1,209.15	1,209.15
	Licensing Support Web Maintenance: Start: 01/Oct/2015, End: 30/Sep/2016	1	1,074.81	1,074.81
	Budget Preparation Support Maintenance: Start: 01/Oct/2015, End: 30/Sep/2016	1	1,209.15	1,209.15
	Forms Support Maintenance: Start: 01/Oct/2015, End: 30/Sep/2016	1	4,191.70	4,191.70
	Fixed Assets Support Maintenance: Start: 01/Oct/2015, End: 30/Sep/2016	1	1,934.65	1,934.65
	GASB/CAFR Support Maintenance: Start: 01/Oct/2015, End: 30/Sep/2016	1	3,385.61	3,385.61
	GL/AP/PG Support Maintenance: Start: 01/Oct/2015, End: 30/Sep/2016	1	4,836.60	4,836.60
	Human Resources Support Maintenance: Start: 01/Oct/2015, End: 30/Sep/2016	1	2,418.28	2,418.28
	Human Resources Support Web Maintenance: Start: 01/Oct/2015, End: 30/Sep/2016	1	806.09	806.09
	Parcel Manager Support Maintenance: Start: 01/Oct/2015, End: 30/Sep/2016	1	1,612.19	1,612.19
	Payroll Support Maintenance: Start: 01/Oct/2015, End: 30/Sep/2016	1	6,448.79	6,448.79
	Permits & Inspections Support Maintenance: Start: 01/Oct/2015, End: 30/Sep/2016	1	5,642.68	5,642.68
	Position Budgeting Support Maintenance: Start: 01/Oct/2015, End: 30/Sep/2016	1	806.09	806.09

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Remittance:
Tyler Technologies, Inc.
(FEIN 75-2303920)
P.O. Box 203556
Dallas, TX 75320-3556

Invoice

Invoice No	Date	Page
045-141743	09/01/2015	2 of 3

Questions:
Tyler Technologies - ERP & Schools
Phone: 1-800-772-2260 Press 2, then 1
Fax: 1-866-673-3274
Email: ar@tylertech.com

Bill To: TOWN OF PALM BEACH
ATTN: ACCOUNTS PAYABLE
360 S COUNTY RD
PALM BEACH, FL 33480

Ship To: TOWN OF PALM BEACH
ATTN: ACCOUNTS PAYABLE
360 S COUNTY RD
PALM BEACH, FL 33480

Customer No.	Ord No	PO Number	Currency	Terms	Due Date
5247	69888		USD	NET30	10/01/2015

Date	Description	Units	Rate	Extended Price
	Project Accounting Support Maintenance: Start: 01/Oct/2015, End: 30/Sep/2016	1	3,385.61	3,385.61
	Requisitions Support Maintenance: Start: 01/Oct/2015, End: 30/Sep/2016	1	483.64	483.64
	State Package Support Maintenance: Start: 01/Oct/2015, End: 30/Sep/2016	1	1,343.50	1,343.50
	Tyler Output Processing Support Maintenance: Start: 01/Oct/2015, End: 30/Sep/2016	1	1,880.89	1,880.89
	Report Views Support Maintenance: Start: 01/Oct/2015, End: 30/Sep/2016	1	1,343.50	1,343.50
	Accounts Payable Support Web Maintenance: Start: 01/Oct/2015, End: 30/Sep/2016	1	806.09	806.09
	Accounts Receivable Support Web Maintenance: Start: 01/Oct/2015, End: 30/Sep/2016	1	806.09	806.09
	Applicant Tracking Support Web Maintenance: Start: 01/Oct/2015, End: 30/Sep/2016	1	806.09	806.09
	Licensing Support Maintenance: Start: 01/Oct/2015, End: 30/Sep/2016	1	2,901.95	2,901.95
	Inventory Support Maintenance: Start: 01/Oct/2015, End: 30/Sep/2016	1	3,385.61	3,385.61
	Permits & Inspections Support Web Maintenance: Start: 01/Oct/2015, End: 30/Sep/2016	1	1,612.19	1,612.19
	CORE Cashiering Support - 1 Station : Maintenance: Start: 01/Oct/2015, End: 30/Sep/2016	1	2,015.06	2,015.06
	LaserFiche interface Support Maintenance: Start: 01/Oct/2015, End: 30/Sep/2016	1	2,924.63	2,924.63
	Benefits Enrollment Support Web Maintenance: Start: 01/Oct/2015, End: 30/Sep/2016	1	1,057.09	1,057.09
	Permits Mobile Extension Support Fee Maintenance: Start: 01/Oct/2015, End: 30/Sep/2016	1	1,226.21	1,226.21
	Tyler Cashiering Support Maintenance: Start: 01/Oct/2015, End: 30/Sep/2016	1	4,029.69	4,029.69
	Special Assessment Support Maintenance: Start: 01/Oct/2015, End: 30/Sep/2016	1	863.51	863.51
	Employee Training Support Maintenance: Start: 01/Oct/2015, End: 30/Sep/2016	1	1,247.29	1,247.29
	Employee Training Support Web	1	959.45	959.45

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Customer No.	Ord No	PO Number	Currency	Terms	Due Date
5247	69888		USD	NET30	10/01/2015

Date	Description	Units	Rate	Extended Price
	Maintenance: Start: 01/Oct/2015, End: 30/Sep/2016			

****ATTENTION****
Order your checks and forms from Tyler Business Forms at 877-749-2090 or tylerbusinessforms.com to guarantee 100% compliance with your software.

Subtotal	78,955.99
Sales Tax	0.00
Invoice Total	78,955.99

Exhibit D

MCCi
ExperienceExcellence

Laserfiche LSAP Renewal

Period Covered: January 29, 2016 - January 29, 2017

PO Box 2235
Tallahassee, FL 32316
850.701.0725
850.701.0715 fax

Complete and return to:
salessupport@mccinnovations.com

Client Name: Town of Palm Beach, FL

Order Date: August 28, 2015

	Product Description:	***Qty.***	***Cost***	***Total***
	ANNUAL SOFTWARE SUPPORT - BASIC LSAP			
☑	Avante Server for MS SQL	1	$1,050.00	$1,050.00
☑	Avante Additional Repository for MS SQL	1	$210.00	$210.00
☑	LF Records Management Module	1	$1,260.00	$1,260.00
☑	LF Full Named User *Includes Snapshot, Email, and Workflow*	141	$105.00	$14,805.00
☑	Web Access, 20% Add On to All Named Users	141	$21.00	$2,961.00
☑	LF Standard Audit Trail, 15% Add On to All Named Users	141	$15.75	$2,220.75
☑	OCR Scheduler for Laserfiche - *Requires one dedicated Laserfiche User License*	1	$346.50	$346.50
☑	LF Scanconnect 5-pack	1	$138.60	$138.60
☑	LF Workflow	1	Included	Included
☑	Laserfiche Standard Public Portal *Includes Weblink and 25 Retrieval Connections*	1	$5,250.00	$5,250.00
☑	Quick Fields	2	$126.00	$252.00
☑	Zone OCR and Validation Package *Includes Zone OCR and Pattern Matching*	2	$588.00	$1,176.00
☑	Managed Services for Laserfiche - Avante SQL	1	$1,890.00	$1,890.00
☑	Managed Services for Workflow, Level 1 **not to exceed 25 hours*	1	$3,150.00	$3,150.00
	Annual Support Total			***$34,709.85***

Total Project Cost ***$34,709.85***

This completed form will constitute as an order and will be in accordance with the terms and conditions of the existing contract between MCCi and the Client. Pricing is valid for 30 days from date appearing on this order. MCCi will invoice one hundred percent (100%) of the software and support upon delivery of software. If services are included, the balance of the total project will be invoiced upon completion of the proposed professional services, which may be broken up based on the completion date of specific services. Sales tax will be included where applicable. Payment will be due upon receipt of an invoice.

Note: MCCi will prorate the support of this additional software to be congruent with your current Laserfiche system's support (LSAP) dates, the purpose of which is to align all software with one support date so maintenance of your account is made easy. MCCi will bill for the actual amount of support, which may be higher or lower than quoted. To ensure you are budgeting correctly for future renewals, please add the amount listed in the budgetary note above to your current budgeted renewal amount. Laserfiche software and help files are provided electronically. If hard copy manuals or software is desired, there is a $50 additional charge. This will need to be requested.

This is NOT an invoice. Please use this confirmation to initiate your purchasing process.

Exhibit E

esri

SMALL ENTERPRISE LICENSE AGREEMENT
COUNTY AND MUNICIPALITY

Authorized Distributor/Esri Use Only:
Cust. Name
Cust. # 184972
PO #
Esri Agreement # 2014SGE2553

Esri, 380 New York St., Redlands, CA 92373-8100 USA • TEL 909-793-2853 • FAX 909-793-5953

This Small Enterprise License Agreement ("ELA") is by and between the organization listed on the signature page ("Licensee"); Environmental Systems Research Institute, Inc. ("Esri"); and, if Licensee is located outside the United States of America (US), the Authorized Distributor listed on the signature page ("Authorized Distributor"). Authorized Distributor is authorized by Esri to provide access to Online Services and provide ELA Maintenance for Enterprise Products and other benefits, as described herein, to Licensee located outside the US.

This ELA sets forth the terms for Licensee's use of Enterprise Products and incorporates by reference (i) the ELA Quotation and (ii) the License Agreement. Should there be any conflict between the terms and conditions of the documents that comprise this ELA, the order of precedence for the documents shall be as follows: (i) Small Enterprise License Agreement, (ii) the License Agreement, and (iii) the ELA Quotation. The modifications and additional rights granted in this ELA apply only to the Enterprise Products listed in Table A.

Table A
List of Enterprise Products

Unlimited Quantities

Desktop Software and Extensions
ArcGIS for Desktop Advanced
ArcGIS for Desktop Standard
ArcGIS for Desktop Basic
ArcGIS for Desktop Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Publisher, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Workflow Manager, ArcGIS Data Reviewer

Server Software and Extensions
ArcGIS for Server Workgroup and Enterprise (Advanced, Standard, and Basic)
ArcGIS for Server Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Workflow Manager, ArcGIS Image

Developer Tools
ArcGIS Engine
ArcGIS Engine Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geodatabase Update, ArcGIS Network Analyst, ArcGIS Schematics
ArcGIS Runtime Standard
ArcGIS Runtime Standard Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Network Analyst

Limited Quantities

One (1) Annual Subscription to Esri Developer Network (EDN) Standard*
One (1) Esri CityEngine Advanced Single Use License
One (1) Esri CityEngine Advanced Concurrent Use License
One (1) ArcGIS Online Subscription*

Other Benefits

One (1) ArcGIS Online Subscription with specified named users and credits as determined in the program description	Level 2
Number of Esri International User Conference Registrations provided annually	2
Number of Tier 1 Help Desk individuals authorized to call Esri	2
Maximum number of sets of backup media, if requested**	2
Virtual Campus Annual User License allowance	5,000
Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside this Agreement (Discount does not apply to Small Enterprise Training Package.)	

*ELA Maintenance is not provided for these items.
**Additional sets of backup media may be purchased for a fee.

Licensee may accept this ELA by signing and returning it with an Ordering Document that matches the ELA Quotation and references this ELA. **ADDITIONAL OR CONFLICTING TERMS IN LICENSEE'S ORDERING DOCUMENT WILL NOT APPLY, AND THE TERMS OF THIS ELA WILL GOVERN.** Unless otherwise mutually agreed to, this ELA is effective as of the date of the last signature on the signature page ("Effective Date"), or if no date is provided with the signature, the date of Esri's receipt of Licensee's Ordering Document incorporating this ELA by reference.

This ELA supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to the licensing of the Enterprise Products. Except as provided in Article 4—Enterprise Product Updates, any modifications or amendments to this ELA must be in writing and signed by an authorized representative of each party.

This ELA may be executed in duplicate by the parties. An executed separate signature page transmitted through electronic means, such as fax or e-mail, is valid and binding even if an original paper document bearing each party's original signature is not delivered.

Accepted and Agreed:

Town of Palm Beach
(Licensee)

By: _____
Authorized Signature

Printed Name: Peter B. Elwell

Title: Town Manager

Date: 3/11/2014

ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC.
(Esri)

By: _____
Authorized Signature

Printed Name: Rebecca Tanouye

Title: Customer Service Manager

Date: 04/09/2014

LICENSEE CONTACT INFORMATION

Contact: Spencer Wilson

Address: 360 S. County Rd

City, State, Postal Code: Palm Beach FL 33480

Country: USA

ELA Quotation Number (if applicable): _____

Telephone: 561-227-6310

Fax: _____

E-mail: SWILSON@TOWNOFPALMBEACH.COM

1.0—ADDITIONAL DEFINITIONS

In addition to the definitions provided in the License Agreement, the following definitions apply to this ELA:

"Deploy" means to redistribute and install the Enterprise Products and related Authorization Codes within Licensee's organization(s).

"ELA Maintenance" means Tier 2 Support, updates, and patches provided by Esri or its Authorized Distributor to Licensee for the Enterprise Products.

"ELA Quotation" means the Small Enterprise License Agreement offer letter and quotation form provided separately by Esri or its Authorized Distributor to Licensee.

"ELA Fee" means the fee set forth in the ELA Quotation.

"Enterprise Products" means the Products identified in Table A—List of Enterprise Products and any updates to such list provided in writing by Esri or its Authorized Distributor.

"Incident" means a failure of the Software to operate according to the Documentation where such failure substantially impacts operational or functional performance.

"License Agreement" means the applicable license agreement incorporated by this reference that is (i) found at http://www.esri.com/legal/software-license; comprised of the General License Terms and Conditions (E204) and Exhibit I, Scope of Use (E300); and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed license agreement between Esri, Distributor (if applicable), and Licensee that supersedes such electronically acknowledged license agreement.

"Technical Support" means a process to attempt to resolve reported Incidents through error correction; patches; hot fixes; workarounds; replacement deliveries; or any other type of Enterprise Product corrections or modifications.

"Tier 1 Help Desk" means Licensee's point of contact from which all Tier 1 Support will be given to Licensee.

"Tier 1 Support" means the Technical Support provided by the Tier 1 Help Desk as the primary contact to Licensee in attempted resolution of reported Incidents.

"Tier 2 Support" means the Technical Support provided by Esri or its Authorized Distributor to the Tier 1 Help Desk when the Incident cannot be resolved through Tier 1 Support. Licensees located in the US will receive Tier 2 Support from Esri. Licensees outside the US will receive Tier 2 Support from an Authorized Distributor located in the Licensee's region.

2.0—ADDITIONAL GRANT OF LICENSE

2.1 **Grant of License.** Subject to the terms and conditions of this ELA, Esri grants to Licensee a personal, nonexclusive, nontransferable Term License solely to use, copy, and Deploy quantities of the Enterprise Products listed in Table A for the term provided in Section 3.1—Term (i) for which the applicable license fees have been paid and (ii) in accordance with the License Agreement.

2.2 **Consultant Access.** Esri grants Licensee the right to permit Licensee's consultants or contractors to use the Enterprise Products exclusively for Licensee's benefit. Licensee shall be solely responsible for compliance by consultants and contractors with this ELA and shall ensure that the consultant or contractor discontinues Product use upon completion of work for Licensee. Access to or use of Products by consultants or contractors not exclusively for Licensee's benefit is prohibited. Licensee may not permit its consultants or contractors to install Software or Data on consultant, contractor, or third-party computers or remove Software or Data from Customer locations, except for the purpose of hosting the Software or Data on Contractor Servers for the benefit of Licensee.

3.0—TERM, TERMINATION, AND EXPIRATION

3.1 **Term.** The term of this ELA and all licenses hereunder shall commence on the Effective Date and continue for three (3) years, unless this ELA is terminated earlier as provided herein. Licensee is only authorized to use Deployed Enterprise Products during the term of this ELA. No indefinite term or perpetual license grants are provided with this ELA.

3.2 **No Use upon Expiration or Termination.** All Deployed Enterprise Product licenses and all ELA Maintenance, Virtual Campus access, and User Conference Registrations terminate on expiration or termination of this ELA.

3.3 **Termination for Lack of Funds.** For government or government-owned entities only, either party may terminate this ELA for Lack of Funds. Lack of Funds is the inability of Licensee to secure appropriation of funds through the legislative or governing body's approval process for annual payments due.

4.0—ENTERPRISE PRODUCT UPDATES

4.1 **Future Updates.** Esri and its Authorized Distributor reserve the right to update the list of Enterprise Products in Table A by providing written notice to Licensee. Licensee may continue to use all Enterprise Products that have been Deployed, but support and upgrades for deleted items may not be available. As new Enterprise Products are incorporated into the standard program, they will be offered to Licensee via written notice for incorporation into the Enterprise Products schedule at no additional charge. Licensee's use of new or updated Enterprise Products requires Licensee to adhere to applicable additional or revised terms and conditions of the License Agreement.

4.2 **Product Life Cycle.** During the term of this ELA, some Enterprise Products may be retired or may no longer be available for unlimited quantity Deployment. ELA Maintenance shall be subject to the individual Product Life Cycle Support Status and Product Life Cycle Support Policy, which can be found at http://resources.arcgis.com/content/product-life-cycles. Updates for Enterprise Products in the mature and retired phases may not be available; however, Licensee may continue to use Deployed Enterprise Products for the term of this ELA, but Licensee will not be able to Deploy retired Enterprise Products.

5.0—ELA MAINTENANCE

ELA Maintenance is included with the ELA Fee. ELA Maintenance includes standard maintenance benefits specified in either (i) the most current applicable Esri US Software Maintenance Program document (found at http://www.esri.com/legal) for US-based Licensees or (ii) the applicable Authorized Distributor software maintenance policy as modified by this Article 5.0—ELA Maintenance. At Esri's sole discretion, Esri may make patches, hot fixes, or updates available for download. No Software other than the defined Enterprise Products will receive maintenance under this ELA. Licensee may acquire maintenance for other Software (non-Enterprise Products) outside this ELA.

a. **Tier 1 Support Provided by Licensee**

1. Licensee shall provide Tier 1 Support through the Tier 1 Help Desk to all Licensee's authorized users.

2. The Tier 1 Help Desk will use analysts fully trained in the Software they are supporting.

3. At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.

4. Tier 1 Support analysts will be the initial points of contact for all questions and Incidents. Tier 1 Support analysts shall obtain a full description of each reported Incident and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Incident. The analyst may also use any other information and databases that may be developed to satisfactorily resolve Incidents.

5. If the Tier 1 Help Desk cannot resolve the Incident, an authorized Tier 1 Help Desk individual may contact Tier 2 Support. The Tier 1 Help Desk shall provide support in such a way as to minimize repeat calls and make solutions to problems available to Licensee.

6. Tier 1 Help Desk individuals identified by Licensee are the only individuals authorized to contact Tier 2 Support. Licensee may revise named individuals by written notice.

b. **Tier 2 Support Provided by Esri or Its Authorized Distributor**

1. Tier 2 Support shall log the calls received from Tier 1 Help Desk individuals.

2. Tier 2 Support shall review all information collected by and received from Tier 1 Help Desk individuals including preliminary documented troubleshooting provided by Tier 1 Help Desk when Tier 2 Support is required.

3. Tier 2 Support may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.

4. Tier 2 Support shall attempt to resolve the Incidents submitted by Tier 1 Help Desk by assisting Tier 1 Help Desk individuals.

5. When the Incident is resolved, Tier 2 Support shall communicate the information to Tier 1 Help Desk individuals, and Tier 1 Help Desk shall disseminate the resolution to the user.

6.0—ENDORSEMENT AND PUBLICITY

This ELA shall not be construed or interpreted as an exclusive dealings agreement or Licensee's endorsement of Esri or its Authorized Distributor. Licensee agrees that Esri and its Authorized Distributor may publicize the existence of this ELA upon execution.

7.0—ADMINISTRATIVE REQUIREMENTS

7.1 **OEM Licenses.** Under Esri's OEM or Solution OEM programs, OEM partners are authorized to embed or bundle portions of Esri Products and Services with their application or service. OEM partners' business model, licensing terms and conditions, and pricing are independent of this ELA. Licensee shall not seek any discount from the OEM partner or Esri based on the availability of Enterprise Products under this ELA. Licensee shall not decouple Esri Products or Services from the OEM partners' application or service.

7.2 **Annual Report of Deployments.** At each anniversary date and ninety (90) calendar days prior to the expiration date of this ELA, Licensee shall provide a written report detailing all Deployments to either (a) Esri if Licensee is located in the US or (b) Authorized Distributor if Licensee is located outside the US. The report will be subject to audit.

7.3 **Renewal.** Any follow-on ELA will be offered in accordance with then-current ELA pricing and license terms and conditions.

8.0—MERGERS, ACQUISITIONS, OR DIVESTITURES

Licensee shall notify Esri and, if applicable, its Authorized Distributor in writing in the event of (i) a consolidation, merger, or reorganization of Licensee with or into another corporation or entity; (ii) Licensee's acquisition of another entity; or (iii) a transfer or sale of all or part of Licensee's organization (hereinafter subsections i, ii, and iii collectively referred to as "Ownership Change"). There will be no decrease in the ELA Fee as a result of any Ownership Change.

8.1 If an Ownership Change increases the cumulative meter or customer count beyond the maximum level for this existing ELA, Esri and, if applicable, its Authorized Distributor reserve the right to increase the ELA Fee to the next higher ELA Fee level that applies to the new cumulative meter or customer count. In the event the Ownership Change increases the cumulative meter or customer count beyond the limits of this ELA, Esri and, if applicable, its Authorized Distributor have the option to terminate this ELA and the parties will negotiate a different agreement.

8.2 If an Ownership Change results in transfer or sale of a portion of Licensee's organization, that portion of Licensee's organization shall uninstall, remove, and destroy or transfer the Enterprise Products to Licensee.

8.3 This ELA may not be assigned to a successor entity as a result of an Ownership Change unless approved by Esri and, if applicable, its Authorized Distributor in writing in advance. If the assignment to the new entity is not approved, Licensee shall require any successor entity to uninstall, remove, and destroy the Enterprise Products, and this ELA will terminate upon such Ownership Change.

9.0—TRAINING

9.1 **Training Description.** Esri offers instructor-led training related to the use of its proprietary GIS software. Esri will provide to Licensee a fixed number of training days to use for Instructor-Led Training, as defined in this Small Enterprise Training Package, if purchased. Instructor-Led Training events occur at an Esri Learning Center or via the web in a cloud environment. The Esri software training course(s) to be conducted, location, schedule dates, and registration requirements are set forth in the *Esri Training* catalog located on Esri's Training website (http://training.esri.com). All courses are conducted in substantial conformity with course descriptions outlined on the Esri Training website. Esri reserves the right to modify course content when necessary due to software technical capabilities or limitations.

9.2 Unique Terms for the Small Enterprise Training Package

a. To order training, Licensee must include training in the Ordering Document for the ELA or provide an Ordering Document as required and specified within the ELA that matches the Esri quotation.

b. Where Licensee submits an additional Ordering Document to purchase training days for additional year(s), any unused training days will automatically roll over.

c. An Ordering Document is required annually for each three (3)-year term. Failure to submit an annual Ordering Document will result in the forfeit of unused training days.

d. Licensee must assign an individual within its organization to the role of Training Administrator to serve as liaison between Licensee's organization and Esri as well as internally manage and authorize allocated training days.

e. The training days are available for a period of twelve (12) months, commencing on the Effective Date, and ending when all training days are consumed, whichever is sooner.

f. Esri will invoice for outstanding training expenses where applicable.

g. Training days are not transferable and not refundable for any other Esri Products or services.

esri

February 4, 2014

Ms. Coraliz Cordero Kroll
Town of Palm Beach
360 S County Rd
Palm Beach, FL 33480

Dear Coraliz,

The Esri Small Municipal and County Government Enterprise License Agreement (ELA) is a three-year agreement that will grant your organization access to Esri® term license software on an unlimited basis including maintenance on all software offered through the ELA for the term of the agreement. The ELA will be effective on the date executed and will require a firm, three-year commitment.

Based on Esri's work with several organizations similar to yours, we know there is significant potential to apply geographic information system (GIS) technology in many operational and technical areas within your organization. For this reason, we believe that your organization will greatly benefit from an enterprise license agreement.

An ELA will provide your organization with numerous benefits including:

- A lower cost per unit for licensed software
- Substantially reduced administrative and procurement expenses
- Maintenance on all Esri software deployed under this agreement
- Complete flexibility to deploy software products when and where needed

The following business terms and conditions will apply:

- All current departments, employees, and in-house contractors of the organization will be eligible to use the software and services included in the ELA.
- If your organization wishes to acquire and/or maintain any Esri software during the term of the agreement that is not included in the ELA, it may do so separately at the Esri pricing that is generally available for your organization for software and maintenance.
- The organization will establish a single point of contact for orders and deliveries and will be responsible for redistribution to eligible users.
- The organization will establish a Tier 1 support center to field calls from internal users of Esri software. The organization may designate individuals as specified in the ELA who may directly contact Esri for Tier 2 technical support.
- The organization will provide an annual report of installed Esri software to Esri.

380 New York Street
Redlands, California 92373-8100 USA
909 793 2853
info@esri.com
esri.com

- Esri software and updates that the organization is licensed to use will be automatically available for downloading.
- The organization will act as an Esri reference site and will permit Esri to publicize its use of Esri software and services.
- The fee and benefits offered in this ELA proposal are contingent upon your acceptance of Esri's Small Municipal and County Government ELA terms and conditions.
- Licenses are valid for the term of the ELA.

This program offer is valid for 90 days. To complete the agreement within this time frame, please contact me within the next seven days to work through any questions or concerns you may have. To expedite your acceptance of this ELA offer:

1. Sign and return the signature page of the ELA with a Purchase Order or issue a Purchase Order that references this ELA Quotation and includes the following statement on the face of the Purchase Order: **"THIS PURCHASE ORDER IS GOVERNED BY THE TERMS AND CONDITIONS OF THE ESRI SMALL MUNICIPAL AND COUNTY GOVERNMENT ELA, AND ADDITIONAL TERMS AND CONDITIONS IN THIS PURCHASE ORDER WILL NOT APPLY."** Have it signed by an authorized representative of the organization.
2. On the first page of the ELA, identify the central point of contact/agreement administrator. The agreement administrator is the party that will be the contact for management of the software, administration issues, and general operations. Information should include name, title (if applicable), address, phone number, and e-mail address.
3. In the purchase order, identify the "Ship to" and "Bill to" information for your organization.
4. Send the purchase order and agreement to the address, email or fax noted below:

Esri
Attn: Customer Service SG-ELA
380 New York Street
Redlands, CA 92373-8100

e-mail: service@esri.com
fax documents to: 909-307-3083

I appreciate the opportunity to present you with this proposal, and I believe it will bring great benefits to your organization.

Thank you very much for your consideration.

Best Regards,

Robyn Garrett
704-541-9810 *1-8640
rgarrett@esri.com

ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC.
3325 Springbank Ln, Ste 200
Charlotte, NC 28226-3343
Phone: (704) 541-9810 Fax: (704) 541-7620
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 02/03/2014 To: 05/04/2014

Quotation # 20441920

Date: February 3, 2014

Customer # 184972 **Contract #**

Town of Palm Beach
Information Systems
360 S County Rd
Palm Beach, FL 33480

ATTENTION: Coraliz Cordero Kroll
PHONE: (561) 227-6313
FAX: 561-835-4691

Material	Qty	Description	Unit Price	Total
110035	1	Populations of 0 to 25,000 Small Government Term Enterprise License Agreement -First year payment	25,000.00	25,000.00
115571	1	ArcPad Populations of 0 to 25,000 Small Government Enterprise License Agreement -First year payment	500.00	500.00
110035	1	Populations of 0 to 25,000 Small Government Term Enterprise License Agreement -Second year payment	25,000.00	25,000.00
115571	1	ArcPad Populations of 0 to 25,000 Small Government Enterprise License Agreement -Second year payment	500.00	500.00
110035	1	Populations of 0 to 25,000 Small Government Term Enterprise License Agreement -Third year payment	25,000.00	25,000.00
115571	1	ArcPad Populations of 0 to 25,000 Small Government Enterprise License Agreement -Third year payment	500.00	500.00
			Item Total:	76,500.00
			Subtotal:	76,500.00
			Sales Tax:	0.00
			Estimated Shipping & Handling(2 Day Delivery) :	0.00
			Contract Pricing Adjust:	0.00
			Total:	$76,500.00

The Town of Palm Beach and Esri are in agreement under current contract # 2011SGE1784 which expires April 6, 2014. This new quote is for the continuation of another three years which would start on April 7, 2014.

* Please indicate on your purchase order if this purchase is funded through the American Recovery and Reinvestment Act, and whether Esri is a Prime Recipient, Sub-recipient, or Vendor for reporting purposes. Esri may charge a fee to cover expenses related to any customer requirement to use a specific vendor management, procurement, or invoice program.

For questions contact: Robyn Garrett **Email:** rgarrett@esri.com **Phone:** (704) 541-9810 x8640

Acceptance of this quotation is limited to the Esri License Agreement and the Quotation Terms and Conditions
This Quotation is made in confidence for your review. It may not be disclosed to third parties, except as required by law.

If sending remittance, please address to: Esri, File No. 54630, Los Angeles, Ca 90074-4630

GARRETTR **This offer is limited to the terms and conditions incorporated and attached herein.**

ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC.
3325 Springbank Ln, Ste 200
Charlotte, NC 28226-3343
Phone: (704) 541-9810 Fax: (704) 541-7620
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 02/03/2014 To: 05/04/2014

Quotation # 20441920

Date: February 3, 2014

Customer # 184972 **Contract #**

Town of Palm Beach
Information Systems
360 S County Rd
Palm Beach, FL 33480

ATTENTION: Coraliz Cordero Kroll
PHONE: (561) 227-6313
FAX: 561-835-4691

The following items are optional items listed for your convenience.
These items are not included in the totals of this quotation.

Material	Qty	Description	Unit Price	Total
116997	3	Small Enterprise License Agreement Training Package at ESRI Site 21 Days Prepaid ILT / ILV, Over 3 Year Term, Per Student Seat, 7 Days per Annum Instructor Led Training	3,185.00	9,555.00
130595	1	ArcGIS Online Service Credits; Block of 1,000	100.00	100.00
130580	1	ArcGIS Online Additional User 5 Pack for Level 2 Plan	1,000.00	1,000.00

* Please indicate on your purchase order if this purchase is funded through the American Recovery and Reinvestment Act, and whether Esri is a Prime Recipient, Sub-recipient, or Vendor for reporting purposes. Esri may charge a fee to cover expenses related to any customer requirement to use a specific vendor management, procurement, or invoice program.

For questions contact: Robyn Garrett **Email:** rgarrett@esri.com **Phone:** (704) 541-9810 x8640

Acceptance of this quotation is limited to the Esri License Agreement and the Quotation Terms and Conditions
This Quotation is made in confidence for your review. It may not be disclosed to third parties, except as required by law.

If sending remittance, please address to: Esri, File No. 54630, Los Angeles, Ca 90074-4630

GARRETTR **This offer is limited to the terms and conditions incorporated and attached herein.**

Exhibit F

Pricing Proposal
Quotation #: 10163170
Created On: 8/21/2015
Valid Until: 9/20/2015

TOWN OF PALM BEACH

Terri Bayard
360 South County Road
Palm Beach, FL 33480
UNITED STATES
Phone: (561) 227-6314
Fax:
Email: tbayard@townofpalmbeach.com

Accounting

Eric Goodman
Phone:
Fax:
Email: Eric_Goodman@shi.com

All Prices are in US Dollar (USD)

	Product	Qty	Your Price	Total
1	OfficeProPlus ALNG SA MVL MICROSOFT - Part#:	150	$80.03	$12,004.50
2	WinSvrCAL ALNG SA MVL UsrCAL MICROSOFT - Part#:	150	$5.15	$772.50
3	SQLCAL ALNG SA MVL DvcCAL MICROSOFT - Part#:	150	$30.44	$4,566.00
4	WinRmtDsktpSrvcsCAL ALNG SA MVL DvcCAL MICROSOFT - Part#:	75	$14.85	$1,113.75
5	SQLSvrEnt ALNG SA MVL MICROSOFT - Part#:	1	$1,251.86	$1,251.86
6	SysCtrStd ALNG SA MVL 2Proc MICROSOFT - Part#:	1	$129.20	$129.20
7	WinSvrStd ALNG SA MVL 2Proc MICROSOFT - Part#:	75	$129.20	$9,690.00
			Total	$29,527.81

Additional Comments

PRICING IS SUBJECT TO CHANGE

To process your order, you can e-mail your request to floridateam@shi.com. You can also fax it to 732-868-6055. Please include a contact e-mail address on all orders, as this is required by most vendors. Thanks!

*Are you interested in increasing employee productivity, conserving network bandwidth and protecting against today's complex web-based security threats, such as malicious code and keyloggers? If so, please call us to discuss how the Websense web and email filtering product offerings can help. Or, download a free trial version today at www.websense.com/shi.

SHI Fed ID# 22-3009648
SHI is a Certified Minority (Asian-Pacific) Large Account Reseller, specializing in the sale and distribution of academically priced software, services, and hardware from a myriad of manufacturers ... including Microsoft, Symantec/Veritas, Adobe,Trend Micro, Corel, McAfee, Novell, HP, CA, Inspiration, Riverdeep, Kingston and more.

The Products offered under this proposal are subject to the SHI Return Policy posted at www.shi.com/returnpolicy, unless there is an existing agreement between SHI and the Customer.

Exhibit G

PCM-G

PCMG, Inc.
14120 Newbrook Drive, Suite 100 - Chantilly, VA 20151

Duns #: 12-936-5420
Tax ID #: 33-0964088

PRICE QUOTATION

ACCOUNT MANAGER
Clara Lee
T: (800) 625-5468 x38389
F: (310) 630-6489
clara.lee@pcmg.com

BILL TO
TOWN OF PALM BEACH FINANCE
ACCOUNTS PAYABLE
TOWN OF PALM BEACH FINANCE D
PO BOX 2029
561-351-6275

QUOTE TOTAL:	$54,290.00
QUOTE NO:	S9140614
ATTN:	DENNIS BACKHERMS
ACCOUNT NO:	129889952
PROJECT/REF:	VMWARE
QUOTE DATE:	25-Aug-15
QUOTE EXPIRES:	14-Sep-15

LN	QTY	MFR	PCMG NO.	MFR NO.	DESCRIPTION	CONTRACT	QUOTE PRICE	EXT. PRICE
1	10	VMWARE	13453543	ST6-VSAN-C-L2	VPP L1 VIRTUAL SAN 6 FOR 1 PROC	**PRICES per TCPN # R150408**	$1,700.00	$17,000.00
2	10	VMWARE	13458497	T6-VSAN-P-SSS-C	PROD SUP/SUB VIRTUAL SAN 6 1 PRC		$550.00	$5,500.00
3	16	VMWARE	13453639	VS6-ENT-OENT-UG-C-L	UPG VSPH6 ENT TO VSPH OPERAT ENT 1PROC		$440.00	$7,040.00
4	16	VMWARE	13453760	VS6-OENT-P-SSS-C	PROD SNS VSPHERE 6 W/ OPS MGMT		$825.00	$13,200.00
5	1	VMWARE	13472233	ST6-VSA-VSAN-UG-C-L	VPP L1 UPG VSPH STORAGE APPLIANCE VIRTU		$8,000.00	$8,000.00
6	1	VMWARE	13471327	ST6-VSAN-BN-P-SSS-C	PROD SUPP/SUBS VIRTUAL SAN 6 BUNDLE 1Y		$3,550.00	$3,550.00
					expiry date: 9/30/2015			

VIA: UPS GROUND DELIVER TO: PALM BEACH, FL 33480

SUBTOTAL:	$54,290.00
TAX:	$0.00
FREIGHT:	$0.00
TOTAL:	**$54,290.00**

ORDERING INSTRUCTIONS / SPECIAL NOTES

Please make your purchase order out to 'PCMG, Inc.' (i.e. *not* 'PCM', 'PC Mall', or 'Macmall').
P.O. must include the quote number (i.e. S123456), part numbers, a signature, and payment terms (Net 30).
Please *e-mail* (clara.lee@pcmg.com) or fax (310-630-6589) purchase order to 'Attn: Clara Lee E-mail is preferred.
Software licenses: purchase orders must include an *e-mail address* and an end-user name, or order may be delayed.

PLEASE REMIT PAYMENT TO:
PCMG, Inc.
File 55327
Los Angeles, CA 90074-5327

PCM-G

PCMG, Inc.
14120 Newbrook Drive, Suite 100 - Chantilly, VA 20151

Duns #: 12-936-5420
Tax ID #: 33-0964088

PRICE QUOTATION

ACCOUNT MANAGER	BILL TO	QUOTE TOTAL:	$54,290.00
Clara Lee	TOWN OF PALM BEACH FINANCE	QUOTE NO:	S9140614
T: (800) 625-5468 x38389	ACCOUNTS PAYABLE	ATTN:	DENNIS BACKHERMS
F: (310) 630-6489	TOWN OF PALM BEACH FINANCE D	ACCOUNT NO:	129889952
clara.lee@pcmg.com	PO BOX 2029	PROJECT/REF:	VMWARE
	561-351-6275	QUOTE DATE:	25-Aug-15
		QUOTE EXPIRES:	14-Sep-15

LN	QTY	MFR	PCMG NO.	MFR NO.	DESCRIPTION	CONTRACT	QUOTE PRICE	EXT. PRICE

Prices are subject to change without notice.

94

Exhibit H

Electronic Data Collection Corporation

13 Dwight Park Drive
Syracuse, NY 13209

Invoice

Date	Invoice #
8/21/2015	1508955

Bill To
Town of Palm Beach-Finance Dept. Accounts Payable- Amy Wood PO Box 2029 Palm Beach, FL 33480

Ship To
Spencer Wilson 360 So. County Road Palm Beach, Florida 33480

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
Annual Support	Due on receipt	KSF	8/21/2015	delivered		

Quantity	Item Code	Description	Price Each	Amount
1	AIMS-Support	Annual Support Services October 2015 - September 2016 AIMS 10 User License- $15,500 AIMS Web+ Support- $5,000 AIS Digital Communication Software- $2,000 AIMS Database API- $3,000 AIMS Mobile Ticketer 8 @ $750= $6,000 AIMS Enforcement API- $3,000	34,500.00	34,500.00

Fed ID 16-1488006

Total $34,500.00

Exhibit A

PCM-G
PCMALL.GOV

PCMG, Inc.
14120 Newbrook Drive, Suite 100 - Chantilly, VA 20151

Duns #: 12-936-5420
Tax ID #: 33-0964088

PRICE QUOTATION

Clara Lee
T: (800) 625-5468 x 38389
F: (310) 630-6489
clara.lee@pcmg.com

BILL TO
TOWN OF PALM BEACH
ACCOUNTS PAYABLE
PO BOX 2029
PALM BEACH, FL 33480
561-351-6275

QUOTE TOTAL:	$18,078.00
QUOTE NO:	S9291128
ATTN:	SPENCER WILSON
ACCOUNT NO:	129889952
PROJECT/REF:	VMWARE
QUOTE DATE:	23-Oct-15
QUOTE EXPIRES:	12-Nov-15

LN	QTY	MFR	PCMG NO.	MFR NO.	DESCRIPTION	CONTRACT	QUOTE PRICE	EXT. PRICE
1	6	VMWARE	13453752	VS6-OENT-C-L2	VPP L2 VSPH 6 W/ OPERAT MGMT ENT 1 PROC	PRICES PER TCPN#R150408	$2,148.00	$12,888.00
2	6	VMWARE	13453760	VS6-OENT-P-SSS-C	PROD SNS VSPHERE 6 W/ OPS MGMT		$865.00	$5,190.00

96

PCMG, Inc.
14120 Newbrook Drive, Suite 100 - Chantilly, VA 20151
Duns #: 12-936-5420
Tax ID #: 33-0964088

PRICE QUOTATION

Clara Lee
T: (800) 625-5468 x 38389
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LN	QTY	MFR	PCMG NO.	MFR NO.	DESCRIPTION	CONTRACT	QUOTE PRICE	EXT. PRICE
	VIA: UPS GROUND				DELIVER TO: PALM BEACH, FL 33480		**SUBTOTAL:**	$18,078.00
							TAX:	$0.00
							FREIGHT:	$0.00
							TOTAL:	**$18,078.00**

ORDERING INSTRUCTIONS / SPECIAL NOTES

Please make your purchase order out to 'PCMG, Inc.' (i.e. *not* 'PCM', 'PC Mall', or 'Macmall').
P.O. must include the quote number (i.e. S123456), part numbers, a signature, and payment terms (Net 30).
Please *e-mail*clara.lee@pcmg.com or fax (310-630-6489) purchase order to 'Attn: Clara Lee'. E-mail is preferred.
Software licenses: purchase orders must include an *e-mail address* and an end-user name, or order may be delayed.

PLEASE REMIT PAYMENT TO:
PCMG, Inc.
File 55327
Los Angeles, CA 90074-5327

Prices are subject to change without notice.

97

TOWN OF PALM BEACH

Town Council Meeting on: December 8, 2015

Section of Agenda

Resolutions

Agenda Title

RESOLUTION NO. 190-2015 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Authorizing an Increase of $67,000 to Purchase Order Nos. 160311 to Hy-Byrd Incorporated, and 151292 to GFA International Inc., for a new Total of $180,400 for Plan Review and Inspection Services.

Presenter

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

Supporting Documents

- **Memorandum Dated November 23, 2015 from John S. Page, Director of Planning, Zoning and Building**
- **Resolution No. 190-2015**

TOWN OF PALM BEACH

Information for Town Council Meeting on: December 8, 2015

To: Mayor and Town Council

Via: Thomas G. Bradford, Town Manager

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

Re: Authorization to Increase Purchase Orders for Plan Review and Inspection Services
Hy-Byrd Incorporated
GFA International Inc.
Resolution No. 190-2015

Date: November 23, 2015

STAFF RECOMMENDATION

Staff recommends that Town Council approve Resolution No. 190-2015 authorizing an increase in Purchase Orders No. 160311 to Hy-Byrd Incorporated in the amount of $50,000, for a new total of $113,400, and No. 151292 to GFA International Inc. in the amount of $17,000 for a new total of $49,286, for Plan Review and Inspection services for the period ending February 29, 2016.

GENERAL INFORMATION

The Town's contract plan review and construction inspection companies (Hy-Byrd Incorporated and GFA Inc.) are currently in their last term under existing five-year contracts, and the Town is currently in the process of soliciting Requests for Proposals for the new term to commence on March 1 of 2016.

The need for contract plan review and inspection services generally decreases during the season, indicative of certain construction prohibitions during this period. However, given the current level of construction activity, combined with a vacant inspector position, the Department anticipates that additional funding above the original approved maximums will be needed.

There currently exists a balance of approximately $44,000 of unspent funds on Purchase Orders totaling $95,686 for these services. Given current trends, the Department estimates it will need an additional $67,000 for the balance of the contract terms (February 29, 2016). Therefore we are requesting an increase of $67,000 to existing purchase orders, for a new total of $162,686 for these services through February 29, 2016.

The amount being requested is the Department's conservative estimate of what may be needed until new contracts (and new purchase orders) are executed for the upcoming term.

FUNDING/FISCAL IMPACT

Funds have been approved in the Planning, Zoning and Building Department Budget to provide for these services. However, if construction activities continue at the present high rate, the Department may seek a budget amendment at the time of award of new contracts, in anticipation of the increased need for contract services. As stated earlier, it is anticipated that there will be sufficient revenue in excess of budgeted amounts to offset any increase in costs, since high levels of construction activity result not only in higher costs, but higher revenues to pay for them.

PURCHASING REVIEW

This procurement has been reviewed and approved by the Purchasing Division of the Finance Department.

TOWN ATTORNEY REVIEW

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

Attachments

cc: Jane Struder, Finance Director
Veronica W. Close, Assistant Director, Planning, Zoning & Building
William C. Bucklew, Building Official
Adis Pedraza, Purchasing Manager

RESOLUTION NO. 190-2015

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING AN INCREASE OF $67,000 TO PURCHASE ORDER NOS. 160311 TO HY-BYRD INCORPORATED, AND 151292 TO GFA INTERNATIONAL INC., FOR A NEW TOTAL OF $162,686 FOR PLAN REVIEW AND INSPECTION SERVICES.

* * * * *

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 authorizes changing Purchase Order No. 160311 for Hy-Byrd Incorporated, from $63,400 to $113,400, representing an increase of $50,000 for Plan Review and Inspections Services until February 29, 2016.

Section 2. The Town Council of the Town of Palm Beach hereby authorizes changing Purchase Order No. 151292 for GFA Inc., from $32,286 to $49,286, representing an increase of $17,000 for Plan Review and Inspections Services until February 29, 2016.

Section 3. The new total for Purchase Order Nos. 160311 and 151292 is $162,686.

Section 4. The Town Manager is hereby authorized and directed to execute a change order on behalf of the Town of Palm Beach for the additional costs.

Section 5. The Town Manager, or his designee, is hereby authorized and directed to take such further actions as may be necessary to effectuate the provision of additional services.

PASSED AND ADOPTED in a regular adjourned session of Town Council of the Town of Palm Beach this 8th day of December, 2015.

_____	_____
Gail L. Coniglio, Mayor	Michael J. Pucillo, Town Council President
	_____
	Richard M. Kleid, Council President Pro Tem
	_____
	Danielle H. Moore, Town Council Member
	_____
ATTEST:	Penelope D. Townsend, Town Council Member
_____	_____

Susan A. Owens, MMC, Town Clerk

Robert N. Wildrick, Town Council Member

TOWN OF PALM BEACH

Town Council Meeting on: December 8, 2015

Section of Agenda

Resolutions

Agenda Title

RESOLUTION NO. 191-2015 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving a Contract Extension to Advanced Disposal Services Solid Waste Southeast, Inc., for Compacted Garbage Collection, in the Amount of $251,915.14 and Establishing a Budget of $259,500.

Presenter

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

Supporting Documents

- **Memorandum Dated November 5, 2015, from H. Paul Brazil, P.E., Director of Public Works**
- **Resolution No. 191-2015**
- **Advanced Disposal Services**

TOWN OF PALM BEACH

Information for Town Council Meeting on: December 8, 2015

To: Mayor and Town Council

Via: Thomas G. Bradford, Town Manager

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

Re: Authorization to Renew Compacted Garbage Collection Contract
Resolution No. 191-2015

Date: November 5, 2015

STAFF RECOMMENDATION

Staff recommends that Town Council approve Resolution No. 191-2015, authorizing the second twelve-month renewal of the Compacted Garbage Collection Contract with Advanced Disposal Services Solid Waste Southeast, Inc., in the amount of $251,915.14, and establishing a project budget of $259,500, as approved in the FY2016 operating budget.

GENERAL INFORMATION

Advanced Disposal Services Solid Waste Southeast Inc. was awarded the Compacted Garbage Collection Contract, Bid No. 2014-05, on January 1, 2014 and has performed satisfactorily for the past year. The contract provides for the option of four (4) twelve-month renewals with all original terms, conditions, and pricing. The contract consists of servicing specialized compaction type dumpsters ranging from 2 cubic yards to 30 cubic yards in size at eight (8) business locations within the Town on a varying schedule of 1 day a week to 7 days a week based upon the specific needs of the business.

This renewal includes a requested price increase of 1.2 % based on CPI data per the contract.

FUNDING/FISCAL IMPACT

Sufficient funds are available in the approved Public Works budget for FY2016 to complete this work. The cost of this contract is reimbursed 100% by the customers who receive the service, resulting in no net cost to the Town's taxpayers.

PURCHASING REVIEW

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

TOWN ATTORNEY REVIEW

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

Attachment

cc: Jane Struder, Finance Director
Eric B. Brown, P.E., Assistant Director of Public Works
Chester Purves, Services Division Manager
Adis Pedraza, Purchasing Manager

RESOLUTION NO. 191-2015

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING A CONTRACT EXTENSION TO ADVANCED DISPOSAL SERVICES SOLID WASTE SOUTHEAST, INC., FOR COMPACTED GARBAGE COLLECTION, IN THE AMOUNT OF $ 251,915.14 AND ESTABLISHING A BUDGET OF $259,500.

* * * *

WHEREAS, a contract was awarded on January 1, 2014, to Advanced Disposal Services Solid Waste Southeast, Inc., to provide compacted garbage collection to the Town of Palm Beach; and

WHEREAS, Advanced Disposal Services Solid Waste Southeast, Inc., has provided acceptable service under that contract; and

WHEREAS, that contract allows for four (4) twelve-month extensions.

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

Section 1. The second contract extension for a period of twelve (12) months, beginning January 1, 2016 and ending December 31, 2016, is hereby approved for Advanced Disposal Services Solid Waste Southeast, Inc., in the amount of $251,915.14 and establish a budget of $259,500.

Section 2. The Town Manager is hereby authorized and directed to execute this contract extension on behalf of the Town of Palm Beach.

Section 3. The Town Manager, or his designee, is hereby authorized and directed to take such further actions as may be necessary to effectuate the implementation of these services, including any necessary change order work as recommended by the Public Works Director.

PASSED AND ADOPTED in a regular adjourned session of Town Council of the Town of Palm Beach this 8th day of December 2015.

_____	_____
Gail L. Coniglio, Mayor	Michael J. Pucillo, Town Council President
	_____
	Richard M. Kleid, Council President Pro Tem
	_____
	Danielle H. Moore, Town Council Member
	_____
ATTEST:	Penelope D. Townsend, Town Council Member
_____	_____
Susan A. Owens, MMC, Town Clerk	Robert N. Wildrick, Town Council Member

TOWN OF PALM BEACH

PURCHASING DIVISION

October 5, 2015

Advanced Disposal Services
Att: James Suter – District Manager
P.O. Box 6484
Carol Stream, IL 60197-6484
James.suter@advanceddisposal.com

Ref: Bid No. 2014-05 – Compacted Garbage Collection
Year 3 of Contract – 2nd Renewal

Dear Sirs:

As specified in the referenced bid document, we have an option to renew the existing contract for another one year period if it is mutually agreeable to all parties.

Please advise by signature below, if a one year extension of our current contract at same terms, conditions, specifications and pricing stated in your bid dated November 6, 2013 would be acceptable.

Please, complete and return this form to the Purchasing Division by no later than 2:00 PM October 9, 2015. Your response may be faxed to 561-835-4688 or emailed to alopez@townofpalmbeach.com.

Respectfully,

Angel Lopez
Public Works Buyer

✓ I hereby agree to a one year extension of the subject bid. (Thank You)

____ I do not approve a one year extension of the subject bid for the following reasons:

Respectfully Request CPI Increase on All Services
June 2014 - June 2015 Increase in Ft Lauderdale - Miami Area Index

James Suter — SIGNATURE

10-6-2015 — DATE

James Suter — NAME (PRINT)

TOWN OF PALM BEACH

Town Council Meeting on: December 8, 2015

Section of Agenda

Resolutions

Agenda Title

RESOLUTION NO. 192-2015 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving a Purchase Order in an Amount of $56,684, to Kimley-Horn and Associates, Inc., for Construction Phase Engineering Services for the Mast Arm Replacement and Signalization Improvement Project at the Sunrise Avenue/North County Road and Sunset Avenue/North County Road Intersections, and Establishing a Construction Phase Budget of $63,500.

Presenter

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

Supporting Documents

- **Memorandum Dated November 13, 2015, from H. Paul Brazil, P.E., Director of Public Works**
- **Resolution No. 192-2015**
- **Kimley-Horn Agreement**

TOWN OF PALM BEACH
Information for Town Council Meeting on: December 8, 2015

To: Mayor and Town Council

Via: Thomas G. Bradford, Town Manager

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

Re: Approval of a Purchase Order for Construction Phase Engineering for the Mast Arm Replacement and Signalization Improvements – Sunrise Avenue /North County Road and Sunset Avenue/North County Road Intersections
Resolution No. 192-2015

Date: November 13, 2015

STAFF RECOMMENDATION

Staff recommends that Town Council approve Resolution No. 192-2015 approving a Purchase Order for Construction Phase Engineering Services to Kimley-Horn and Associates (KHA), for the Mast Arm Replacement and Signalization Improvements at the Sunrise Avenue/North County Road and Sunset Avenue/North County Road intersections in the amount of $56,684 and establishing an engineering services budget of $63,500, including contingency.

GENERAL INFORMATION

The study, design, and construction of the Mast Arm Replacement and Signalization Improvements are contained within the current Accelerated Capital Improvement Program.

The Town operates and maintains the traffic signals within the Town of Palm Beach. The majority of the traffic signal poles in the Town were installed in the early 1970's. These signal poles met the wind load requirements at that time. Since then, the wind load requirements have become more stringent due to the impacts of several hurricanes (Andrew, Charlie, Francis, Jean, and Wilma) that hit South Florida. During Hurricane Wilma one of the Town's signal poles was blown down. These poles do not meet the current wind load standards. The proposed replacements will meet the current wind load standards and are also a more decorative style pole. The new decorative mast arm and pole, as presented and approved at the July 14, 2015 Town Council meeting, will match those currently in the Town located at the Hammon Avenue, Worth Avenue, and Peruvian Avenue intersections on South County Road.

At the February 10, 2015 Town Council meeting, Town Council ratified the selection committee's recommendations for Mast Arm Replacement and Signalization Improvements Design Consultant, RFQ No. 2015-13, and awarded a final design and bid phase services purchase order to KHA to prepare the plans and specifications for the replacement of the existing Town owned 1970s "trombone" style poles. The consultant has finalized the Mast Arm Replacement and Signalization Improvements plans and specifications for the Sunrise Avenue and Sunset Avenue intersections, and Public Works is currently soliciting bids for the 2016 summer construction. The plans and specifications for the remaining Town owned mast arm and signalized intersections are being finalized and will be bid on for a summer 2017 construction.

The construction phase engineering services will include plan updates, shop drawing reviews, site visits, maintaining daily reports, progress photos, scheduling, conducting meetings, preparing meeting minutes, and assisting Town staff with onsite observations, inspections, etc.

We have negotiated a Construction Phase Engineering Services contract with KHA in the amount of $56,684. Staff recommends a Construction Phase Engineering Services contingency of ten percent (10%), resulting in a total budget of $63,500.

FUNDING/FISCAL IMPACT

Funding for the Signalization and Mast Arm Upgrades design, bid, and construction phases is fully contained within the Accelerated Capital Improvement Program Phase 2.

PURCHASING REVIEW

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

TOWN ATTORNEY REVIEW

This resolution has been reviewed and approved by the Town Attorney for legal form and sufficiency. The Town Attorney will review the Professional Services agreements for legal form and sufficiency prior to execution by the Town Manager.

Attachments

cc: Jane Struder, Finance Director
William K. Francis, P.E., Town Engineer
Patricia Strayer, P.E., Senior Project Engineer
Michael Roach, P.E. Project Engineer
Adis Pedraza, Purchasing Manager

RESOLUTION NO. 192-2015

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING A PURCHASE ORDER IN AN AMOUNT OF $56,684, TO KIMLEY-HORN AND ASSOCIATES INC., FOR CONSTRUCTION PHASE ENGINEERING SERVICES FOR THE MAST ARM REPLACEMENT AND SIGNALIZATION IMPROVEMENT PROJECT AT THE SUNRISE AVENUE/NORTH COUNTY ROAD AND SUNSET AVENUE/NORTH COUNTY ROAD INTERSECTIONS, AND ESTABLISHING A CONSTRUCTION PHASE BUDGET OF $63,500.

* * * * *

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 in an amount of $56,684 to Kimley-Horn and Associates, Inc., for construction phase engineering services for the Mast Arm Replacement and Signalization Improvement Project at Sunrise Avenue/North County Road and Sunset Avenue/North County Road intersections, and establishes a construction phase engineering services budget of $63,500.

Section 2. The Town Manager is hereby authorized to execute a purchase order on behalf of the Town of Palm Beach for these improvements, and is authorized to approve additional tasks, as necessary, within budget.

Section 3. The Town Manager, or his designee, is hereby authorized and directed to take such further actions as may be necessary to effectuate the completion of the said project work, including any necessary change order work as recommended by the Public Works Director.

PASSED AND ADOPTED in a regular adjourned session of Town Council of the Town of Palm Beach this 8th day of December 2015.

_____
Gail L. Coniglio, Mayor

_____
Michael J. Pucillo, Town Council President

_____
Richard M. Kleid, Council President Pro Tem

_____
Danielle H. Moore, Town Council Member

ATTEST:

_____
Penelope D. Townsend, Town Council Member

_____
Susan A. Owens, MMC, Town Clerk

_____
Robert N. Wildrick, Town Council Member

Kimley»Horn

November 16, 2015

Mr. Mike Roach, P.E.
Town of Palm Beach
951 Old Okeechobee Boulevard, Suite A
West Palm Beach, Florida 33401

Re: Mast Arm Traffic Signal Design
Construction Phase Services
Town of Palm Beach, Florida

Dear Mr. Roach:

Kimley-Horn and Associates, Inc. ("Kimley-Horn") is pleased to submit this agreement to the Town of Palm Beach ("the Client", "Town" or "You") for providing construction phase engineering services associated with the proposed replaces of two mast-arm signals in the Town of Palm Beach, Florida.

PROJECT UNDERSTANDING

It is our understanding that the Town desires replace the mast-arm traffic signals at Sunset Avenue & North County Road and Sunrise Avenue & North County Road ("subject locations").

SCOPE OF SERVICES

TASK 1 – CONSTRUCTION PHASE SERVICES

Kimley-Horn will provide professional construction phase services for the subject project for the purpose of providing assistance to the Client during construction. These services may include, but are not limited to:

Bid Phase Assistance. It has been assumed that the Town will prepare the "front end" bidding instructions and contract paperwork. Therefore, the preparation of these items is not included in this proposal. Kimley-Horn will perform the following services during the bidding phase of the project:

- Attend the pre-bid meetings
- Review the bid proposals of the apparent low bidder and provide a letter that identifies the lowest responsive, responsible bidder.

Pre-Construction Conference. Kimley-Horn will attend one Pre-Construction Conference per intersection prior to commencement of Work at the Site.

Progress Meetings. Kimley-Horn will attend bi-weekly progress meetings during the anticipated six month signal project construction duration (up to 13 progress meetings).

Visits to Site and Observation of Construction. Kimley-Horn will provide on-site construction observation services during the construction phase. Kimley-Horn will make visits during the duration of the signal construction (up to 30 total visits) 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 in progress. Observations are to be limited to spot checking, selective measurement, and similar methods of general observation of the Work based on Kimley-Horn's exercise of professional judgment. Based on information obtained during such visits and such observations, Kimley-Horn will evaluate whether Contractor's work is generally proceeding in accordance with the Contract Documents, and Kimley-Horn will keep Client informed of the general progress of the Work.

The purpose of Kimley-Horn's site visits will be to enable Kimley-Horn to better carry out the duties and responsibilities specifically assigned in this Agreement to Kimley-Horn, and to provide Client a greater degree of confidence that the completed Work will conform in general to the Contract Documents. Kimley-Horn shall not, during such visits or as a result of such observations of Contractor's work in progress, 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 laws and regulations applicable to Contractor's furnishing and performing the Work. Accordingly, 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 Client 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 Client as appropriate to the orderly completion of Contractor's work. Any orders authorizing variations from the Contract Documents will be made by Client.

Change Orders. Kimley-Horn may recommend Change Orders to Client, 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.

Substitutes and "or-equal." Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor in accordance with the Contract Documents, but subject to the provisions of applicable standards of state or local government entities.

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 Client and Contractor. Kimley-Horn will, if requested by Client, render written decision on all claims of Client 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 Client 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 of payment will be in writing and will constitute Kimley-Horn's representation to Client, based on such observations and review, that, to the best of Kimley-Horn's knowledge, information and belief, Contractor's work has progressed to the point indicated and that such work-in-progress is generally in accordance with the Contract Documents 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.

By recommending any payment, Kimley-Horn shall not thereby be deemed to have represented that its observations to check Contractor's work have been exhaustive, extended to every aspect of Contractor's work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Kimley-Horn in this Agreement. It will also not impose responsibility on Kimley-Horn to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, nor to determine that title to any portion of the work in progress, materials, or equipment has passed to Client free and clear of any liens, claims, security interests, or encumbrances, nor that there may not be other matters at issue between Client and Contractor that might affect the amount that should be paid.

Substantial Completion. Kimley-Horn will, promptly after notice from Contractor that it considers the entire Work ready for its intended use, in company with Client 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 Client, Kimley-Horn considers the Work substantially complete, Kimley-Horn will notify Client and Contractor.

Final Notice of Acceptability of the Work. Kimley-Horn will conduct a final site visit 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. Kimley-Horn will comment on as—built construction drawings provided by the contractor.

Review of Maintenance of Traffic Plans. Kimley-Horn will, at your request, review maintenance of traffic plans submitted by the Contractor. Kimley-Horn will assist you to understand and assess pedestrian and vehicular flow modifications and potential traffic related impacts to businesses and residents in the affected areas.

Limitation of Responsibilities. Kimley-Horn shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing the Work. Kimley-Horn shall not have the authority or responsibility to stop the work of any Contractor.

TASK 2 – ADDITIONAL SERVICES

We will provide, as requested and authorized by you, additional services that require analyses beyond those described in Task 1. These additional services may include, but not be limited to:

- Coordination with appropriate agencies to obtain roadway plans.
- Plan revisions outside of those described in the above tasks.
- Permitting
- Attendance at additional meetings beyond the scope or at public hearings.
- Preparation of easement exhibits.
- Traffic counts to determine initial signal timings.
- Intersection turning movement and traffic counts.
- Development of design modifications due to revisions in Florida Department of Transportation or Town of Palm Beach design standards.
- Signal Design modifications based on Construction Plan Revisions.

SCHEDULE

We will provide our services as expeditiously as practical to meet a mutually agreed upon schedule. We anticipate construction to begin in May 2016. The signal duration is anticipated to be six months. Services beyond this duration will be considered additional.

FEE AND BILLING

Kimley-Horn will perform the services described in this Scope of Services for the above tasks on an hourly basis in accordance with our Contract with the Town. We recommend that a budget of $56,684 be established for the project. A breakdown of this fee is attached to this proposal.

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 Professional Services Agreement between the Town of Palm Beach and Kimley-Horn and Associates, Inc., dated December 17, 2013, 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" or "CLIENT" 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 fees described above.

We appreciate the opportunity to propose these services to you.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.

By: Kevin Schanen, P.E.
Vice President

Adam B. Kerr, P.E.
Project Manager

Attachment

TOWN OF PALM BEACH

Town Council Meeting on: December 8, 2015

Section of Agenda

Resolutions

Agenda Title

RESOLUTION NO. 193-2015 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving a Purchase Order for Construction Phase Engineering Services to Mock Roos & Associates, Inc., in an Amount of $296,250 for Bradley Place Improvements - Royal Poinciana Way to Wells Road, and Establishing an Engineering Construction Phase Services Budget of $327,000.

Presenter

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

Supporting Documents

- **Memorandum Dated November 12, 2015, from H. Paul Brazil, P.E., Director of Public Works**
- **Resolution No. 193-2015**
- **Mock Roos Proposal**

TOWN OF PALM BEACH

Information for Town Council Meeting on: December 8, 2015

TO: Mayor and Town Council

VIA: Thomas G. Bradford, Town Manager

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

RE: Approval of a Purchase Order for Construction Phase Engineering Services for Bradley Place Improvements – Royal Poinciana Way to Wells Road
Accelerated Capital Improvement Program - Phase 2
Resolution No. 193-2015

DATE: November 12, 2015

STAFF RECOMMENDATION

Staff recommends that Town Council approve Resolution No. 193-2015 approving a purchase order for Construction Phase Engineering Services to Mock, Roos & Associates, Inc., (Mock Roos) for Bradley Place Improvements - Royal Poinciana Way to Wells Road, in the amount of $296,250 and establishing an engineering design and bid phase services budget of $327,000.

GENERAL INFORMATION

Each of the elements described below are contained within the Accelerated Capital Improvement Program (ACIP) Phase 2. This project includes the paving, drainage, and sanitary sewer improvements of Bradley Place from Royal Poinciana Way to Wells Road, and street lighting, and the signalization and mast arm improvements at the Sunrise Avenue intersection.

The Bradley Place Roadway Improvement Project from Royal Poinciana Way to Wells Road design was approved at the October 14, 2015 Town Council meeting per Resolution 160-2014. The Mock Roos design services included reviewing and preparing plans and specifications to correct the drivability issues and other deficiencies within the road right-of -way. The design also includes sidewalks, curb ramps, and curbing to bring them to ADA standards. The plans also address drainage and sanitary sewer system improvements, immediately north of Wells Road.

To ensure efficiency and minimize public impacts, the construction will include the street lighting improvements from Wells Road to Royal Poinciana Way. This design was approved at the October 14, 2014 Town Council meeting per Resolution 162-2014. The signalization and mast arm improvements at the Sunrise Avenue intersection, was designed under separate Town Council approval on February10, 2015 per Resolution 16-2015. Combining these projects will reduce impacts to traffic and residents in and around the Bradley Place corridor.

The construction phase engineering services will include plan updates, shop drawing reviews, site visits, maintaining daily reports, progress photos, scheduling, conducting meetings, preparing meeting minutes, and assisting Town staff with onsite observations, inspections, and preparation and coordination of temporary construction easements, etc.

We have negotiated a Construction Phase Engineering Service contract with Mock Roos in the amount of $296,250. Staff recommends a Construction Phase Engineering Service contingency of ten (10) percent, resulting in a total budget of $327,000.

FUNDING/FISCAL IMPACT

Funding for the Bradley Place Improvements – Royal Poinciana Way to Wells Road design, bid, and construction phases is fully contained within the Accelerated Capital Improvement Program Phase 2.

Funding for the Street Lighting Improvements from Wells Road to Royal Poinciana Way and the Signalization and Mast Arm Improvements are fully contained within the Accelerated Capital Improvement Program Phase 2.

PURCHASING REVIEW

This item has been reviewed by the Purchasing Division and approval is based on attorney's opinon.

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
William Francis, P.E., Town Engineer
Patricia Strayer, P.E., Senior Project Engineer
Michael Roach, P.E., Project Engineer
Adis Pedraza, Purchasing Manager

RESOLUTION NO. 193-2015

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING A PURCHASE ORDER FOR CONSTRUCTION PHASE ENGINEERING SERVICES TO MOCK ROOS & ASSOCIATES, INC. , IN AN AMOUNT OF $296,250 FOR BRADLEY PLACE IMPROVEMENTS – ROYAL POINCIANA WAY TO WELLS ROAD, AND ESTABLISHING AN ENGINEERING CONSTRUCTION PHASE SERVICES BUDGET OF $327,000.

* * * * *

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

Section 1. The Town Council of the Town of Palm Beach hereby approves a purchase order to Mock Roos & Associates, Inc., in an amount of $296,250 for Construction Engineering Services for Bradley Place Improvements – Royal Poinciana Way to Wells Road, and establishes an engineering construction phase services budget of $327,000.

Section 2. The Town Manager is hereby authorized to execute a purchase order on behalf of the Town of Palm Beach for these improvements, and is authorized to approve additional tasks, as necessary, within budget.

Section 3. The Town Manager, or his designee, is hereby authorized and directed to take such further actions as may be necessary to effectuate the completion of the said project, including any necessary change order work as recommended by the Public Works Director.

PASSED AND ADOPTED in a regular adjourned session of Town Council of the Town of Palm Beach this 8th day of December 2015.

_____
Gail L. Coniglio, Mayor

_____
Michael J. Pucillo, Town Council President

_____
Richard M. Kleid, Council President Pro Tem

_____
Danielle H. Moore, Town Council Member

ATTEST:

_____
Penelope D. Townsend, Town Council Member

_____
Susan A. Owens, MMC, Town Clerk

_____
Robert N. Wildrick, Town Council Member

MOCK • ROOS
ENGINEERS • SURVEYORS • PLANNERS

November 13, 2015

Mr. Michael Roach, P.E.
Town of Palm Beach
P.O. Box 2029
Palm Beach, FL 33480-2029

Ref. No.: B4033.00
Subject: Professional Engineering During Construction Phase Services
Bradley Place Roadway, Sanitary Sewer, Street Lighting and Signalization Improvements

Dear Mr. Roach:

We are submitting the attached *Proposal To Provide Construction Phase Services for the Bradley Place Roadway, Sanitary Sewer, Street Lighting and Signalization Improvement.* Please review the attached documents and return one signed copy of the *Proposal* to our office as our authorization to proceed with the Scope of Services outlined in the proposal.

We will provide the Scope of Services on an hourly basis, plus reimbursable expenses. We anticipate the total fee to provide the Scope of Services will be $296,250.

If you have any questions please contact me at 683-3113, extension 293. Thank you for using Mock•Roos on this project. We look forward to working with you.

Sincerely,

MOCK, ROOS & ASSOCIATES, INC.

Garry G. Gruber, P.E.
Vice President

GGG:jeh
Enclosure
Copies: Bookkeeping

L:\mk\B4033.00\Bradley Place - Revised\ls01ggjh 2.docx

Proposal To Provide Engineering During Construction Phase Services for the Bradley Place Roadway, Sanitary Sewer, Street Lighting and Signalization Improvements

Services to be provided by: Mock•Roos

Services provided to ("Town"): Town of Palm Beach

Proposal Date: November 13, 2015

Proposal Terms

A. Project Description:

The Town of Palm Beach is proceeding with the construction improvements to Bradley Place from Royal Poinciana Way to Coral Way. These improvements include Roadway Rehabilitation, Sanitary Sewer Replacement, Street Lighting, and a new Signal Installation at Sunrise Avenue. The project is expected to be bid by qualified contractors in January, 2016, with a Notice to Proceed issued during the spring of 2016. The construction activities are expected to commence on or about May 1, 2016 and be complete by mid October 2016. Mock•Roos will provide the professional services as outlined under **B. Scope of Services** below.

B. Scope of Services:

1. Pre-Construction Activities

a. Perform Value Engineering review of the multiple elements of construction to ascertain the most expedient and least disruptive approach to the public during construction. Provide Town with updated electronic version of final drawings as necessary.

b. Attend Pre-Bid Meeting.

c. Assist Town by responding to bidder questions and issue addendum as necessary.

d. Evaluate bids and provide letter of recommendation of award.

e. Provide the Contractor with up to 4 sets of Conformed Contract Drawings for the its use during construction, 3 signed and sealed sets of Construction Drawings for use in Contractor's Permit Application and Records if required, and provide one CD containing the Project AutoCAD (version 2015) drawings for the contractor's use in preparing Record Drawings (one CD to the Town and 1 signed and sealed set of specifications and drawings to the Town).

f. Prepare for and conduct a Pre-Construction meeting with the Contractor and the Town. Prepare and distribute the pre-construction meeting minutes.

g. Provide staff review of the Contractor's fabrication shop drawing and engineering submittals for conformance with the Contract Documents. Up to two reviews per shop drawing submittal are included to address comments as appropriate. Provide hard copies with a submittal log to the Contractor and Town.

h. Provide Right of Entry Assistance for the eleven "impacted" properties identified during the design. Assistance may include:

- Develop a standard Right of Entry agreement for the Town's attorney to review and finalize.
- Develop a standard cover letter explaining the above, highlighting the specific improvement (for each individual address) and ask for execution.
- Compile and send certified mail packages to each property representative
- Perform follow-up with each property representative residence as necessary
- Attend limited meeting with residents to discuss proposed improvements.

2. Construction Activities

a. Coordinate construction start and periodic project schedule reviews with the Town and Contractor.

b. Attend weekly onsite construction meetings between the Contractor, the Town, and Mock•Roos during the construction period.

c. Attend additional periodic meetings as requested by the Town and/or Contractor during the project.

d. Provide a Mock•Roos Field Representative to perform site observations of the Contractor's Work delineated in the construction drawings during the active construction period. It is estimated that 40 hours per week will be dedicated for 5 months). In addition, 80 additional hours are included as it is assumed that there will be periodic weekend and nighttime work. He/she shall be present during all milling and paving operations, collecting truck tickets for asphalt product quantities and checking installation processes, keeping a running total of completed asphalt paving. Prepare and review Mock•Roos field observation reports.

e. Provide one or more experienced Mock•Roos Professional Engineer(s) to oversee the contractor's work and address any design intent issues that may arise during construction. It is estimated that 12 hours per week of an engineer's time will be available throughout the project duration (5 months).

f. Assist Town prepare press releases and provide public outreach assistance

g. Review, recommend, and prepare minor field directive changes, as agreed to by the Town.

h. Assist Town with review and processing minor Change Order requests (up to two (2) included).

i. Perform in-place quantity estimates, by the Mock•Roos Field Representative, for each item of work as of the monthly progress "close-out" day for the contractor. He/she shall attend monthly onsite pay application review meetings between the Contractor (meetings are anticipated to coincide with the construction meetings), Contractor's subcontractors, Mock•Roos, and the Town. Review Contractor's monthly pay application and provide the Town with a Recommendation for Payment letter including one final pay application. Mock•Roos Field Representative hours are included in 3.d. above.

j. Perform "final" quantity estimate for each item of work, and perform one (1) Substantial Completion walk-through with the Contractor, Mock•Roos, and the Town covering all elements of work in the project. Prepare and distribute the EJCDC "substantial completion statements" and associated punch lists.

k. Perform one (1) "final completion walk-through" with the Contractor, Mock•Roos, and the Town.

l. Provide the services of Kimley-Horn for the signalization portion of the project and C&W Engineering for the street lighting portion of the project.

3. Post Construction Activities

a. Provide Mock•Roos staff to review and distribute closeout packages provided by the contractor, including test data, densities, submittals, applicable permit(s).

b. Review Contractor's record drawing submittal to check for conformance with the Contract Documents and the design intent.

c. Coordinate construction closeout with the Contractor and Town.

C. Additional Services:

1. Any services not included in the Scope of Services will be considered Additional Services.

2. Additional Services can be provided upon Mock•Roos receiving a revised scope of services and approved change order from the Town.

D. Fees and Rates:

1. The total fee to provide the Scope of Services on an hourly basis with a not to exceed fee of $296,250.

2. Mock•Roos can provide Additional Services at the Mock•Roos hourly rates in effect at that time, plus any reimbursable expenses, or for an agreed upon lump sum fee.

E. Conditions:

1. All terms become valid upon Mock•Roos receiving one executed copy of this proposal within 30 days of its date.

2. In case of discrepancies, the terms of this proposal supersede those of previous agreements.

F. Acceptance and Authorization to Proceed:

1. This proposal is acceptable and Mock•Roos has authorization to proceed with the Scope of Services. This authorization becomes valid upon Mock•Roos receiving a Purchase Order for these services.

MOCK•ROOS

Signed: _____ 11/13/15

Name: Garry G. Gruber, P.E.

Title: Vice President

Date: November 13, 2015

TOWN OF PALM BEACH

Town Council Meeting on: December 8, 2015

Section of Agenda

Resolutions

Agenda Title

RESOLUTION NO. 194-2015 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving a Purchase Order for Construction Phase Engineering Services for the North End Paving and Drainage Improvements to Chen Moore and Associates, Inc., for $153,220 and Establishing an Engineering Services Budget of $175,000.

Presenter

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

Supporting Documents

- **Memorandum Dated November 24, 2015, from H. Paul Brazil, P.E., Director of Public Works**
- **Resolution No. 194-2015**
- **Chen Moore Proposal - Task 5A**
- **Chen Moore Proposal - Task 5B**

TOWN OF PALM BEACH

Information for Town Council Meeting on: December 8, 2015

To: Mayor and Town Council

Via: Thomas G. Bradford, Town Manager

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

Re: Approving a Purchase Order for Construction Phase Engineering Services for the North End Paving and Drainage Improvements (2016)
Resolution No. 194-2015

DATE: November 24, 2015

STAFF RECOMMENDATION

Staff recommends that Town Council approve Resolution No. 194-2015, approving a purchase order for Construction Phase Engineering Services to Chen Moore and Associates, Inc. (CMA), for the North End Paving and Drainage Improvements in the amount of $153,220 and establishing a construction phase engineering services budget of $175,000.

GENERAL INFORMATION

There have been various locations throughout the Town of Palm Beach that have pavement deficiencies causing uneven driving surfaces and ponding to occur. The improvements to correct these issues are milling and resurfacing, some roadway reconstruction, drainage replacement and additions, and curb work. In order to minimize impacts to traffic during the 2016 construction season, only a limited number of streets were identified to proceed with the improvements. Although designed as three (3) separate projects, staff determined that the projects can be managed more effectively if combined into one (1) effort. The streets included in this project are: Ridgeview Drive, Cherry Lane, West Indies Drive, Onondaga Avenue, Orange Grove Road, Monterey Road, and Queens Lane. Staff is currently preparing to advertise the project for bid in December with an anticipated bid opening in mid-January 2016.

CMA's scope of work will include bidding assistance, engineering plan updates, shop drawing reviews, site visits, maintaining daily reports, progress photos, review of contractor pay-applications and change orders, attending meetings, assisting Town staff with onsite observations, inspections, and permit certification.

Staff has reviewed the CMA proposal and recommends approving a purchase order for Construction Phase Engineering Services with CMA, in the amount of $153,220. Staff also recommends a contingency of $21,700 for a total Construction Phase Engineering Services budget of $175,000.

FUNDING/FISCAL IMPACT

Funding for this project is fully contained within the Town's Accelerated Capital Improvement Program - Phase 2 and the 307 "Pay As You Go" Fund.

PURCHASING REVIEW

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

TOWN ATTORNEY REVIEW

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

Attachments

cc: William K. Francis, P.E., Town Engineer
Patricia Strayer, P.E., Senior Project Engineer
Jeffrey Sanon, P.E., Project Engineer
Adis Pedraza, Purchasing Manager

RESOLUTION NO. 194-2015

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING A PURCHASE ORDER FOR CONSTRUCTION PHASE ENGINEERING SERVICES FOR THE NORTH END PAVING AND DRAINAGE IMPROVEMENTS TO CHEN MOORE AND ASSOCIATES, INC., FOR $153,220, AND ESTABLISHING AN ENGINEERING SERVICES BUDGET OF $175,000.

* * * * *

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

Section 1. The Town Council of the Town of Palm Beach hereby approves a purchase order for Construction Phase Engineering Services for the North End Paving and Drainage Improvements to Chen Moore and Associates, Inc., in an amount of $153,220 and establishes an engineering services budget of $175,000.

Section 2. The Town Manager is hereby authorized to execute a purchase order on behalf of the Town of Palm Beach for this improvement, and is authorized to approve additional tasks, as necessary, within budget.

Section 3. The Town Manager, or his designee, is hereby authorized and directed to take such further actions as may be necessary to effectuate the completion of the said project work, including any necessary change order work, within the established budget, 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 on this 8th day of December 2015.

_____	_____
Gail L. Coniglio, Mayor	Michael J. Pucillo, Town Council President
	_____
	Richard M. Kleid, Council President Pro Tem
	_____
	Danielle H. Moore, Town Council Member
	_____
ATTEST:	Penelope D. Townsend, Town Council Member
_____	_____
Susan A. Owens, MMC, Town Clerk	Robert N. Wildrick, Town Council Member

CHEN•MOORE
&ASSOCIATES

500 Australian Ave S, Ste. 530
West Palm Beach, FL 33401
Phone: +1 (561) 746-6900
Fax: +1 (561) 746-8333
www.chenmoore.com

November 23, 2015

SENT VIA E-MAIL (JSanon@TownofPalmBeach.)

Jeff Sanon
Project Engineer,
Town of Palm Beach
951 Old Okeechobee Road,
West Palm Beach, FL 33401

Subject: Town of Palm Beach Drainage CEI (Ridgeview, Cherry and W Indies)
CMA Proposal No. P15.431 Task 5A

Dear Mr. Sanon:

Chen Moore and Associates (CMA) is pleased to submit the attached Agreement for Professional Services and Scope of Services to provide civil engineering services and inspection services relating to the drainage improvements Ridgeview Drive, Cherry Lane and West Indies Drive.

PROJECT INTRODUCTION

Chen Moore and Associates was contracted by the Town of Palm Beach (under a previous task order) for the design and permitting of the drainage improvements on Ridgeview Drive, Cherry Lane and West Indies Drive. The previous task order also included roadway and sanitary sewer improvements. This proposal includes civil engineering and construction administration services for the construction of the improvements within the design documents.

The "Owner" and "Client" of the property is the Town of Palm Beach (Town)
The "Consultant" and "Engineer" is Chen Moore and Associates (CMA)

SCOPE OF SERVICES

The scope of services includes the following:

- Shop Drawing Review
- Resident Project Representative Services
- Permit Certification and Closeout

Task 1: Shop Drawing Review

1.1 CMA will review the shop drawings to ensure that they are in accordance with the plans and permit requirements.

Task 2: Resident Project Representative Services

2.1 Construction Inspections: CMA will perform construction inspections while contractor is on site (assumes 8 months) and prepare daily field reports.

CHEN•MOORE
&ASSOCIATES

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West Palm Beach, FL 33401
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Fax: +1 (561) 746-8333
www.chenmoore.com

2.2 Meetings: CMA will conduct one project preconstruction meeting and conduct progress meetings throughout construction at a schedule to be agreed upon with TOWN. CMA will produce agendas for each meeting and document meeting minutes.

2.3 Process Payment Requests: CMA will review contractors payment request and compare to daily report for accuracy. CMA will make recommendations to the TOWN on the amounts to process for pay requests.

2.4 RFI Response: CMA will review and provide response to Request for Information.

2.5 Contractor Coordination: CMA will coordinate with prime contractor and subcontractors regarding the scope of work and scheduling.

2.6 Walk Throughs: CMA will attend substantial completion and final walk through and prepare a punch list of items to be corrected.

Task 3: Permit Certification and Project Closeout

3.1 Asbuilt Review: CMA will review the final as-builts to ensure that the information is complete and substantially accurate in accordance with our field inspections.

3.2 Permit Certification: CMA will prepare and submit one permit certification package at the completion of the drainage installation to the South Florida Water Management District. It is not anticipated that a sewer certification will need to be submitted to a regulatory agency.

Task 4: Reimbursables

4.1 Printing: CMA will invoice the TOWN for the printing of plans at cost.

The contract scope does not include the following, however should the TOWN request any of the services listed below a proposal for additional services can be provided:

- Materials Testing
- Density Testing

DELIVERABLES

Chen Moore & Associates will provide the following deliverables:

- Meeting agendas
- Meeting minutes
- Construction inspection reports
- Recommendations for payment
- Punch lists
- Permit certification

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&ASSOCIATES

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Fax: +1 (561) 746-8333
www.chenmoore.com

SCHEDULE AND FEES

Consultant shall schedule work in coordination with contractor schedule.

The fees for Tasks 1, 2 and 3 will be billed on an hourly basis. Task 4 will be billed at cost. A detailed hourly breakdown is shown in Exhibit A. A summary of the fees is as follows:

SUMMARY	TOTAL PER TASK
TASK 1 – SHOP DRAWING REVIEW	$2,865.00
TASK 2 – RESIDENT PROJECT REPRESENTATIVE SERVICES	$75,200.00
TASK 3 – PERMIT CERTIFICATION AND PROJECT CLOSEOUT	$3,690.00
TASK 4 – REIMBURSABLES	$150.00
TOTAL	$81,905.00

Should you have any questions, please do not hesitate to contact me at my office at (561) 746-6900 x 1035, my cell phone at (954) 650-7996 or send me an electronic message at **sdombrowski@chenmoore.com**.

Respectfully submitted,

CHEN MOORE AND ASSOCIATES
Suzanne Dombrowski/ Senior Project Manager

Attachment(s): Exhibit A

CHEN•MOORE
&ASSOCIATES

500 Australian Ave S, Ste. 530
West Palm Beach, FL 33401
Phone: +1 (561) 746-6900
Fax: +1 (561) 746-8333
www.chenmoore.com

November 23, 2015

SENT VIA E-MAIL (JSanon@TownofPalmBeach.)

Jeff Sanon
Project Engineer,
Town of Palm Beach
951 Old Okeechobee Road,
West Palm Beach, FL 33401

Subject: **Town of Palm Beach Drainage CEI II (Onondaga, Monterey, Orange Grove and Queens)**
CMA Proposal No. P15.431 Task 5B

Dear Mr. Sanon:

Chen Moore and Associates (CMA) is pleased to submit the attached Agreement for Professional Services and Scope of Services to provide civil engineering services and inspection services relating to the drainage improvements on Onondaga Avenue, Monterey Road, Orange Grove Road and Queens Lane.

PROJECT INTRODUCTION

Chen Moore and Associates was requested by the Town of Palm Beach to provide civil engineering, bidding assistance and construction administration services for the construction of the improvements within the design documents. The design documents were prepared by Kimley-Horn and Associates and Keshavarz and Associates.

The "Owner" and "Client" of the property is the Town of Palm Beach (Town)
The "Consultant" and "Engineer" is Chen Moore and Associates (CMA)
The "EOR" refers the Engineer of Record, which is Kimley-Horn and Associates (KHA), or Keshavarz, depending on the project area.

SCOPE OF SERVICES

The scope of services includes the following:

- Bid Document Review
- Bidding Assistance
- Shop Drawing Review
- Resident Project Representative Services
- Closeout

Task 1: Bid Document Review

1.1 CMA will review the plans, specifications and cost estimates prepared by EOR. CMA will make recommendations to the TOWN on any plan modifications for constructability, consistency between projects, and cost savings.

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&ASSOCIATES

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Fax: +1 (561) 746-8333
www.chenmoore.com

Task 2: Bidding Assistance

2.1 Bid Questions: CMA will respond to questions from bidders relative to the plan documents. CMA will coordinate with EOR if required for these responses.

2.2 Bid Evaluation: CMA will evaluate bid responses for unit prices and qualifications of contractor.

Task 3: Shop Drawing Review

3.1 CMA will review the shop drawings to ensure that they are in accordance with the plans and permit requirements.

Task 4: Resident Project Representative Services

4.1 Construction Inspections: CMA will perform construction inspections while contractor is on site (assumes 6 months) and prepare daily field reports.

4.2 Meetings: CMA will conduct one project preconstruction meeting and conduct progress meetings throughout construction at a schedule to be agreed upon with TOWN. CMA will produce agendas for each meeting and document meeting minutes.

4.3 Process Payment Requests: CMA will review contractors payment request and compare to daily report for accuracy. CMA will make recommendations to the TOWN on the amounts to process for pay requests.

4.4 RFI Response: CMA will review and provide response to Request for Information. CMA will coordinate with EOR if required for these responses.

4.5 Contractor Coordination: CMA will coordinate with prime contractor and subcontractors regarding the scope of work and scheduling.

4.6 Walk Throughs: CMA will attend substantial completion and final walk through and prepare a punch list of items to be corrected.

Task 5: Permit Certification and Project Closeout

5.1 Asbuilt Review: CMA will review the final as-builts to ensure that the information is complete and substantially accurate in accordance with our field inspections.

5.2 Permit Certification: CMA will prepare and submit one permit certification package at the completion of the drainage installation to the South Florida Water Management District. It is not anticipated that a sewer certification will need to be submitted to a regulatory agency.

CHEN·MOORE
&ASSOCIATES

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Fax: +1 (561) 746-8333
www.chenmoore.com

Task 6: Reimbursables

6.1 Printing: CMA will invoice the TOWN for the printing of plans at cost.

The contract scope does not include the following, however should the TOWN request any of the services listed below a proposal for additional services can be provided:

- Materials Testing
- Density Testing
- Assuming EOR role for the improvements
- Plan modifications

DELIVERABLES

Chen Moore & Associates will provide the following deliverables:

- Meeting agendas
- Meeting minutes
- Construction inspection reports
- Recommendations for payment
- Punch lists
- Permit certification

SCHEDULE AND FEES

Consultant shall schedule work in coordination with contractor schedule.

The fees for Tasks 1 and 2 will be billed on a lump sum basis. The fees for Tasks 3, 4 and 5 will be billed on an hourly basis. Task 6 will be billed at cost. A detailed hourly breakdown is shown in Exhibit A. A summary of the fees is as follows:

SUMMARY	TOTAL PER TASK
TASK 1 – BID DOCUMENT REVIEW	$2,700
TASK 2 - BIDDING ASSISTANCE	$1,850
TASK 3 – SHOP DRAWING REVIEW	$2,865.00
TASK 4 – RESIDENT PROJECT REPRESENTATIVE SERVICES	$60,060.00
TASK 5 – PERMIT CERTIFICATION AND PROJECT CLOSEOUT	$3,690.00
TASK 6 – REIMBURSABLES	$150.00
TOTAL	$71,315.00

CHEN·MOORE
&ASSOCIATES

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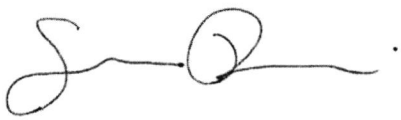
Fax: +1 (561) 746-8333
www.chenmoore.com

Should you have any questions, please do not hesitate to contact me at my office at (561) 746-6900 x 1035, my cell phone at (954) 650-7996 or send me an electronic message at **sdombrowski@chenmoore.com**.

Respectfully submitted,



CHEN MOORE AND ASSOCIATES
Suzanne Dombrowski/ Senior Project Manager

Attachment(s): Exhibit A

TOWN OF PALM BEACH

Town Council Meeting on: December 8, 2015

Section of Agenda

Resolutions

Agenda Title

RESOLUTION NO. 195-2015 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Amending the Department of Public Works, Engineering Division, Standards Applicable to Public Rights-of-Way, Amending Chapter XII - Miscellaneous Provisions Regarding Driveways and Driveway Approaches; Providing an Effective Date.

Presenter

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

Supporting Documents

- **Memorandum Dated November 20, 2015, from H. Paul Brazil, P.E., Director of Public Works**
- **Resolution No. 195-2015**

TOWN OF PALM BEACH

Information for Town Council Meeting on: December 8, 2015

To: Mayor and Town Council

Via: Thomas G. Bradford, Town Manager

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

Re: Approval of an Amendment to the Department of Public Works, Engineering Division, Standards Applicable to Public Rights-of-Way and Easements Within the Town of Palm Beach – Driveways and Driveway Approaches
Resolution No. 195-2015

Date: November 20, 2015

STAFF RECOMMENDATION

Staff recommends that Town Council approve Resolution No. 195-2015 to amend the Department of Public Works, Engineering Division, Standards Applicable to Public Rights-of-Way and Easements Within the Town of Palm Beach – Driveways and Driveway Approaches.

GENERAL INFORMATION

This Standards manual was created by Ordinance No. 11-94 on July 12, 1994, and may be amended from time to time by Resolution of the Town Council. Since the last update the of the Standards manual in December 2012, an additional item has been recommended for inclusion. Staff proposes a revision to Chapter XII, Miscellaneous Provisions – Driveways and Driveway Approaches

According to the current Standards, the Public Works Director, or his designee, shall review and approve the location of driveways for all properties within the Town of Palm Beach. The conditions and criteria for siting these driveways have been established in order to ensure the safety of the Residents and the motoring public. To this extent, and on its own accord, Staff has established very strict conditions and criteria. Where deemed necessary, the Director of Public Works, or his designee, may require that an engineering analysis be conducted to determine the proper sight visibility triangle or to establish other criteria on a site-specific basis.

Based on the results of the engineering analysis, at times it is realized that siting of driveways in accordance with less strict criteria will produce a condition that is considered to be safe, however, the language of the current Standards does not allow for acceptance of the driveway by the Director of Public Works, or his designee, on a case by case basis.

Staff feels it is in the Town's best interests to allow the Director of Public Works, or his designee, to accept a driveway citing that, in their professional engineering opinion, is safe and poses no danger to the public. As a prerequisite to any Town approval, an owner will now be required to conduct an engineering analysis in the event that the current conditions and criteria are requested to be reconsidered.

The language in the Department of Public Works, Engineering Division, Standards Applicable to Public Rights-of-Way and Easements Within the Town of Palm Beach – Driveways and Driveway Approaches, Chapter XII – Miscellaneous Provisions, Driveways and Driveway Approaches would be amended to include the above referenced acceptance language.

FUNDING/FISCAL IMPACT

There is no fiscal impact as a result of this Resolution.

TOWN ATTORNEY REVIEW

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

Attachment

cc: William K. Francis, P.E., Town Engineer
Charles Langley, P.E., Project Engineer
Allen Powery, Right-of-Way Inspector

RESOLUTION NO. 195-2015

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, AMENDING THE DEPARTMENT OF PUBLIC WORKS, ENGINEERING DIVISION, STANDARDS APPLICABLE TO PUBLIC RIGHTS-OF-WAY, AMENDING CHAPTER XII – MISCELLANEOUS PROVISIONS REGARDING DRIVEWAYS AND DRIVEWAY APPROACHES; PROVIDING AN EFFECTIVE DATE.

* * * * *

WHEREAS, the Town of Palm Beach, Town Council authorized the creation of the Department of Public Works, Engineering Division, Standards Applicable to Public Rights-of-Way and Easements by Ordinance 11-94 on July 12, 1994; and

WHEREAS, the Department of Public Works, Engineering Division, Standards Applicable to Public Rights-of-Way and Easements is reviewed from time to time and may be modified by Resolution of the Town Council; and

WHEREAS, the Town has determined that it is necessary to amend Chapter XXI – Miscellaneous Provisions, Driveways and Driveway Approaches, Page 60, Paragraph 4 to include the following language: **The Director of Public Works, or his designee, may accept a driveway citing that, in their professional engineering opinion, is safe and poses no danger to the public. As a prerequisite to any Town approval, an owner will now be required to conduct an engineering analysis in the event that the current conditions and criteria are requested to be reconsidered and / or reduced.**

PASSED AND ADOPTED in a regular, adjourned session of the Town Council of the Town of Palm Beach assembled this 8th day of December, 2015.

_____
Gail L. Coniglio, Mayor

_____
Michael J. Pucillo, Town Council President

_____
Richard M. Kleid, Council President Pro Tem

_____
Danielle H. Moore, Town Council Member

ATTEST:

_____
Penelope D. Townsend, Town Council Member

_____
Susan A. Owens, MMC, Town Clerk

_____
Robert N. Wildrick, Town Council Member

TOWN OF PALM BEACH

Town Council Meeting on: December 8, 2015

Section of Agenda

Resolutions

Agenda Title

RESOLUTION NO. 196-2015 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Modifying the Town of Palm Beach Administrative Amendments to Chapter 1 of the Florida Building Code, to Clarify Resident Inspector Provisions Contained Within Section 109.3.7, Other Inspection Services.

Presenter

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

Supporting Documents

- **Memorandum dated November 24, 2015 from John S. Page, Director of Planning, Zoning and Building**
- **Resolution No. 196-2015**
- **Exhibit A**

TOWN OF PALM BEACH

Information for Town Council Meeting on: December 8, 2015

To: Mayor and Town Council

Via: Thomas G. Bradford, Town Manager

From: John S. Page, Director, Planning, Zoning and Building

Re: Resolution Amending Town of Palm Beach Administrative Amendments to the Florida Building Code
Resolution No. 196-2015

Date: November 24, 2015

STAFF RECOMMENDATION

Staff recommends that the Town Council approve Resolution 196-2015 amending Section 109.3.7 of the Town's Administrative Amendments to the Florida Building Code.

GENERAL INFORMATION

The Town of Palm Beach has adopted by ordinance the Town's Administrative Amendments to the Florida Building Code, Chapter 1. These amendments which govern the administration of the Florida Building Code allow for changes and modifications to be adopted by Resolution. The presented Resolution seeks to change Section 109.3.7 of the Administrative Amendments to allow for greater oversight of the Town's Resident Inspector Program.

This change was presented to the Town's Ordinance Review Committee (ORS), and at the November 5, 2015 meeting the Committee approved the changes and requested that the item be forwarded to the Town Council for action.

Attachments

cc: Jay Boodheshwar, Deputy Town Manager
William C. Bucklew, Building Official

RESOLUTION NO. 196-2015

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, MODIFYING THE TOWN OF PALM BEACH ADMINISTRATIVE AMENDMENTS TO CHAPTER 1 OF THE FLORIDA BUILDING CODE, TO CLARIFY RESIDENT INSPECTOR PROVISIONS CONTAINED WITHIN SECTION 109.3.7 OTHER INSPECTION SERVICES.

WHEREAS, The Town Council of the Town of Palm Beach directed and authorized the Town's Ordinance Rules and Standards (ORS) Committee to review Section 109.3.7 of the Town Code, and

WHEREAS, the ORS Committee has considered the Staff's recommendation to clarify and revise the requirements for resident inspectors conducting inspections to ensure conformance to the requirements of the Florida Building Code, and

WHEREAS, ORS conducted a review of Staff recommendations and approved revised language of Section 109.3.7, Other Inspection Services, at their November 5, 2015 meeting, and

WHEREAS, The ORS Committee has requested Staff to forward the revised Section 109.3.7 to the Town Council for approval at the November 5, 2015 meeting (Exhibit A), and

WHEREAS, the Town Administrative Amendments to the Florida Building Code specify that changes may be adopted by resolution.

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

Section 1. The current Section 109.3.7 of the Town's Administrative Amendments to the Florida Building Code is replaced with the revised Section 109.3.7 contained in Exhibit A.

Section 2. The Town Manager, or his designee, is hereby authorized and directed to take such further actions as may be necessary to implement the new provisions.

PASSED AND ADOPTED in a regular, adjourned session of the Town Council of the Town of Palm Beach this 8th day of December 2015.

Gail L. Coniglio, Mayor	Michael J. Pucillo, Town Council President
	Richard M. Kleid, Town Council President Pro Tem
	Danielle H. Moore, Town Council Member
ATTEST:	Penelope D. Townsend, Town Council Member
Susan Owens, MMC, Town Clerk	Robert N. Wildrick, Town Council Member

Exhibit A

~~***109.3.7 Other inspection services***. The building official may make, or cause to be made by others, the inspections required by Section 109. He/she may accept reports of inspectors of recognized inspection services, provided that after investigation he/she is satisfied as to their qualifications and reliability. A certificate called for by any provision of the technical codes shall not be based on such reports unless the same are in writing and certified by a responsible officer of such service. The building official may require the owner to employ an inspection service in the following instances:~~

~~1. For buildings or additions of Type I or Type II construction~~
~~2. For all major structural alterations~~
~~3. Where the concrete design is based on compressive strength (f 'c) in excess of 3000 pounds per square inch~~
~~4. For pile driving~~
~~5. For buildings with area greater than 20,000 square foot~~
~~6. For buildings more than 2 stories in height~~
~~7. For buildings and structures of unusual design or methods of construction~~

~~Such inspectors shall be adequately present at times work is underway on the structural elements of the building. Such inspectors shall be a registered architect, or engineer, or a person licensed under Chapter 468, Part XII, Florida Statutes. Such inspectors shall submit weekly progress reports including the daily inspections to the building official, and including a code compliance opinion of the Resident Inspector.~~

~~At the completion of the construction work or project, such inspectors shall submit a certificate of compliance to the building official, stating that the work was done in compliance with this code and in accordance with the permitted drawing. Final inspection shall be made by the building official before a Certificate of Occupancy or Certificate of Completion is issued; and confirmation inspections may be made at any time to monitor activities and resident inspectors.~~

~~The resident inspector shall be provided with a separate small air-conditioned and heated job office and telephone at the project site. The resident inspector shall be provided with a separate complete set of stamped and reviewed plans, specifications, and shop drawings for the project. The resident inspector is to keep a daily log of inspections and job related matters which will be turned in weekly. The resident inspector will be spot checked by the assigned town building inspector and will report to same. The resident inspector shall not stop work progress without first reporting to the town building division. Although employed by the developer, the resident inspector shall be dismissed only at the discretion of the building official. Complete, prompt, and accurate inspection and Town ordinance enforcement shall be the resident inspector's sole duty.~~

109.3.7.1 RESIDENT INSPECTORS

109.3.7.1.1 Purpose.

The Town recognizes that there are projects where the building size, style, type of construction, or unique design may require lengthy and constant inspections beyond the services normally scheduled and provided by the Town. In these particular circumstances the existence of a full time inspector on a project site during the performance of the work would be beneficial and would facilitate progress of the project. Therefore the Town has determined that it would be beneficial to allow the performance of inspections by persons other than the town or town-contracted inspectors in these instances. The Town also recognizes that in so doing, it is imperative that those inspections be performed in a complete, prompt and accurate manner, to ensure the conformance to the Florida

Building Code and other applicable Town Codes while protecting the health, safety and welfare of the occupants of the structure, during and after construction. Therefore there is created the inspector category of resident inspector, whose sole purpose is to perform complete, prompt, and accurate inspections required under the Florida Building Code, and to ensure compliance with ordinances of the Town of Palm Beach. The requirements and procedures pertaining to a person who serves in this capacity within the town are outlined below. These services are separate and apart from other services outlined elsewhere in this code or Florida statutes and shall only be allowed at the sole discretion of the Building Official.

109.3.7.1.2 Definitions

Resident inspector – means an individual licensed as an engineer under Chapter 471 Florida Statutes, as an architect under Chapter 481 Florida Statutes, as an engineer, or who holds a standard certificate under Part XII of Chapter 468 Florida Statutes as a standard inspector.
Project – means construction work being performed at an individual site or property having one address and covered by one master permit.

109.3.7.1.3 Approval of Resident Inspector

An owner or developer may be required by the Building Official to retain the services of a resident inspector to provide building code inspections for a project involving new construction, additions or alterations affecting 20,000 square feet or more of space**,** or on projects where the building size**,** style, type of construction, or unique design warrant such an inspector, or as requested by the owner or developer and approved by the building official upon providing written justification that the building size, style or unique design demand detailed, lengthy or constant inspection beyond the normal scheduling allowances for inspections by Town staff.

The approval of the use of a resident inspector as defined herein by the Building Official may only occur provided that after investigation he or she is satisfied as to the resident inspector's qualifications, suitability, previous performance and reliability, and has confirmed the receipt of affidavits by the owner, contractor/developer and resident inspector indicating their understanding and agreement with the requirements and procedures of the Town relating to the use of resident inspectors. Such affidavits shall be submitted on forms approved by the Building Official. The resident inspector desiring to provide services under this section shall meet with the Building Official prior to providing any such services, at which time the qualifications and justification for the use of a resident inspector on a particular project shall be assessed. No services shall be provided by the resident inspector until and unless approval by the Building Official has been rendered in writing.

Although employed by and paid for by the owner, the resident inspector shall be approved and dismissed only at the discretion of the Building Official or his or her designee.

109.3.7.1.4 Retention by owner

Because of the full-time nature of this service, the resident inspector is limited to providing inspection services only for the project approved by the Building Official and

shall be retained by the owner through completion of the passed final inspection, the issuance of a certificate of occupancy, if applicable, and the submission of final required documentation. The Building Official may approve the provision of resident inspector services by a resident inspector at additional sites if work at the proposed sites meets the criteria for provision of resident inspector services. Approval may be given by the Building Official only after being provided compelling information that the resident inspector is readily able to be present at the additional sites while work is underway, and the receipt of affidavits by owners and contractors/developers of the additional sites that they are aware of and in agreement with the arrangement. All of the provisions of the resident inspector program regarding the duties and responsibilities of all parties shall apply.

A resident inspector may be employed by a contractor/developer only upon written approval of the owner.

The fee simple owner, contractor and resident inspector of a project where the services of a resident inspector has been requested or required shall complete required applications and certifications on forms approved by the Building Official. Information shall include the name, firm, address, telephone number, e-mail address, and facsimile number of the resident inspector who is performing or will perform such services, his or her professional license or certification number, qualification statement or resume, description and extent of construction work . In addition, the owner of a property desiring to utilize the services of a resident inspector shall complete and execute a hold harmless agreement, releasing the Town, its employees, officials, representatives and agents from any and all liabilities that may arise from the owner's use of a resident inspector as defined herein.

The Building Official shall provide for review of the work of the resident inspector by Town officials periodically or as needed to ensure compliance to town policies and performance of inspections in accordance with requirements of the Florida Building Code. A final audit inspection may be made by the Building Official or his designee before a Certificate of Occupancy or Certificate of Completion is issued. Audit inspections by the town may be made at any time to monitor construction activities and resident inspectors.

A fee simple owner or contractor/developer required or wishing to use a resident inspector shall provide an affidavit in substantially the following form:

> I am requesting to retain a resident inspector to provide building code inspection services on the building or structure that is the subject of the enclosed permit application. I understand that the building official or his or her designee may make inspections to confirm conformance to building codes as he or she determines necessary to determine compliance with applicable codes. By executing this form, I acknowledge that I have made inquiry regarding the competence of the licensed or certified individual I wish to retain as resident inspector, his retention of any general liability insurance I feel is required, and I am satisfied that my interests are adequately protected. I agree to indemnify, save, defend, and hold harmless the Town, its employees, officials, representatives and agents and building code enforcement personnel from any and all claims arising from my use of a resident inspector to perform building code inspection services with respect to the building or structure that is the subject of the enclosed permit application. I understand that

although I am retaining the services of a resident inspector, the resident inspector shall be approved and dismissed only at the discretion of the Building Official or his or her designee. I am aware of the requirements and procedures for use of a resident inspector, and agree to conform to same.

109.3.7.2 Requirements of the Resident Inspector

The Resident Inspector shall agree to indemnify, save, defend and hold harmless the Town, its employees, officials, representatives and agents, and building code enforcement personnel from any and all claims arising from the actions of the resident inspector regarding the performance of building code inspection services and related functions for the project where he is employed.

A resident inspector must perform all building inspections for a project, and may perform additional inspection services for those disciplines for which he or she is certified. The Resident inspector shall maintain licensure under Chapter 468 Florida Statues as a standard building inspector as a minimum, and for all disciplines for which he or she is providing inspection services.

A resident inspector may not provide building code inspection services pursuant to this section upon any building designed or constructed by the resident inspector or the resident inspector's firm.

A resident inspector may not have any contractual arrangement with, or perform any construction services for any contractor under licensure by FS 489, associated with a project for which the resident inspector is performing inspection services, during the time the inspector is retained by the owner or contractor/developer.

109.3.7.3 Responsibilities of Resident Inspector

Performance of inspections as required by the Florida Building Code shall be the resident inspector's primary duty. The resident inspector shall be present at all times work is underway on the building. Such inspector shall be a registered architect, engineer or a person licensed under Chapter 468, Part XII, Florida Statutes. Such inspector shall submit progress reports including code compliance opinions and the results of inspections to the Building Official or his or her designee, on a weekly basis until the completion of the project or until the resident inspector is dismissed by the Building Official.

109.3.7.3.1 Conduct of Work

Resident inspectors shall:

a. Perform only inspections that have been scheduled by the contractor in accordance with town procedures.
b. Enter the results of the inspections on the day of the inspection, in accordance with the procedures as required by the Town.
c. Create and deliver a weekly log of inspections and job related matters to the Town Building Official no later than the first business day of the following week.
d. Perform only inspections that are within the permitted scope of the inspector's state license.
e. Perform inspections only on work that is reflected on reviewed and permitted drawings.

f. If at any time the scope of the work being performed goes beyond that which was approved by the Town, the resident inspector shall notify the Building Official immediately.

g. Insure that all plan revisions are submitted to the Town for review. No inspections shall be conducted on revised construction unless it is approved by the Town.

h. Be present on the job site at any time permitted work is being performed.

i. Direct all questions to the Town's chief building inspector.

j. Ensure that Town procedures and requirements are followed related to erosion control, screening of sanitary facilities and deliveries.

k. Notify the Building Official of the proposed use of a substitute inspector upon written request received at least 7 business days , when feasible, prior to the proposed absence by the resident inspector, and must be accompanied by written approval of the fee simple owner in order for such request to be considered by the building official. The use of a substitute inspector must be approved in writing by the building official prior to the use of a substitute, and may not exceed a cumulative total of 10 working days within any 12-month period. The use of a substitute inspector in an amount greater than 10 working days within any 12 month period must be approved by the building official and may only be for reasonable cause. Any services provided by a substitute inspector must conform to all of the procedures and requirements herein. Alternatively, the building official may determine that it is in the best interest of the town that during the absence of the resident inspector, town inspectors or town contract inspectors shall be used.

l. Verify that all trades working on site have a valid permit that is posted on the job prior to any work.

m. Advise the contractor of any violations involving construction vehicle traffic, paying particular attention to the use of right of ways, or if traffic on a public way is being stopped to allow ingress and egress of the site. Notify the town if repeated violations are observed after contractor has been notified.

n. Advise the contractor of any noted safety concerns such as violations of OSHA requirements, and the requirements related to hot work permits from the Fire Department.

o. Monitor working hours, dust, noise, observance of allowable construction hours and prohibited construction in season, such as gunite, pile driving, sandblasting, jackhammers and similar machinery. Notify contractor of any observed violations, and if issues are not resolved, notify the Town immediately.

p. Ensure that all sub permits have received final inspections prior to conducting a final inspection for the master permit.

q. Ensure that the Building Official has been notified, and that a final audit inspection has been conducted by the Town prior to conducting a final inspection.

r. Submit a certificate of compliance to the building official at the completion of the construction work or project, stating that the work was done in compliance with the Florida Building Code and in accordance with the reviewed and permitted drawings.

s. Attend all preconstruction conferences related to the project.

Resident Inspectors shall not:

a. Schedule inspections, or deliver or pick up any drawings, permits or other paperwork required of the contractor to the Building Division or other locations.

b. Perform other duties which are the responsibility of the Contractor.

c. Perform inspection services on more than one job, until dismissed by request of the owner and approval by the town, unless approved by the building official pursuant to Section 3. Such documentation must be provided to the Building Official in writing before the resident inspector may perform like services on another property, or for another owner within the town.

d. Stop work progress without first reporting to the town building division.

Failure to conform to procedures and policies may result in disqualification of resident inspector from providing such services within the Town. The resident inspector must execute an affidavit on a form provided by the Town acknowledging receipt of, and agreement with town requirements and procedures prior to commencing inspection services at a project.

TOWN OF PALM BEACH

Town Council Meeting on: December 8, 2015

Section of Agenda

Resolutions

Agenda Title

RESOLUTON NO. 197-2015 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Authorizing Payment to the Municipal Public Safety Communications Consortium (MPSCC) of Palm Beach County in the Amount of $88,591.60.

Presenter

Kirk W. Blouin, Director of Public Safety

Supporting Documents

- **Memorandum Dated November 17, 2015, from Kirk W. Blouin, Director of Public Safety**
- **Resolution 197-2015**
- **Exhibit A - MPSCC Invoice**

TOWN OF PALM BEACH

Information for Town Council Meeting on: December 8, 2015

To: Mayor and Town Council

Via: Thomas G. Bradford, Town Manager

From: Kirk W. Blouin, Director of Public Safety

Re: Payment to Municipal Public Safety Communications Consortium (MPSCC) of Palm Beach County, Inc. for FY 2016 Operating Costs
Resolution No. 197-2015

Date: November 17, 2015

STAFF RECOMMENDATION

Staff recommends the Town Council approve payment to the Municipal Public Safety Communications Consortium (MPSCC) of Palm Beach County, Inc. for the Town's share of the MPSCC's FY 2016 Operating Costs as detailed in Exhibit A.

GENERAL INFORMATION

The Town of Palm Beach is a charter member of the MPSCC which oversees the regional inter-agency Harris Open Sky radio system. As a participating member, the Town is obligated to pay operating cost as set forth in the "Third Amendment to the Interlocal Agreement Establishing the Municipal Public Safety Communications Consortium (MPSCC) of Palm Beach County" (approved by Resolution No.20-2011 at the April 12, 2011, Town Council Meeting).

The Open Sky Radio system built by Harris Corp, serviced by Citation Communications and managed by the Town in conjunction with MPSCC partners is providing a reliable and effective radio system for use by member agencies of the consortium, including the Palm Beach Police (since 2010) and Fire-Rescue (since 2011) Departments. Nine (9) other local law enforcement agencies (West Palm Beach, Palm Beach Gardens, Jupiter, Atlantis, Juno, Jupiter Inlet Colony, the Palm Beach County School Board, Palm Beach Shores and North Palm Beach) make up the remaining consortium members.

FUNDING/FISCAL IMPACT

Annual cost percentages are based on member usage/radios and other criteria agreed on by consortium members. The approximate cost per radio for FY2016 to participate in the consortium is approximately $377. The Town's share of the FY 2016 MPSCC Operating Cost is $88,591.60. This represents a slight decrease of $107.57 from the previous year's total of $88,699.17.

In previous years the cost of participating in the consortium was included in the Police Department's budget. During the FY16 budget process it was decided to share this expense proportionally with the Fire Rescue Department (65% Police and 35% Fire Rescue) in order to more accurately reflect true cost of operating expenses for each respective organization. A total budget of $100,000 was to be designated in the Town's FY2016 Approved Budget for MPSCC Operating Cost for FY16, however, due to an over sight, the Fire-Rescue's portion was not allocated in the department's FY16 budget.

The Police Department's budget for this item is $65,000 based on an estimated cost of $100,000. Therefore, a shortfall of the $23,591.60 exists in the FY16 budget. Fire Rescue anticipates it will be able to absorb this amount in their FY16 Approved Budget based on anticipated personnel vacancies.

Budget allocations will be included in both Police and Fire-Rescue budgets for FY17 to cover next year's expenses.

PURCHASING REVIEW

The Purchasing Division has reviewed this item and approves as recommended.

TOWN ATTORNEY REVIEW

The Town Attorney has reviewed this resolution and approved for legal form and sufficiency.

KWB:lsg

Attachment
Cc: Jane Struder, Finance Director
Adis Pedraza, Purchasing Manager
John C. Randolph, Town Attorney

RESOLUTION NO. 197-2015

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING PAYMENT TO THE MUNICIPAL PUBLIC SAFETY COMMUNICATIONS CONSORTIUM (MPSCC) OF PALM BEACH COUNTY IN THE AMOUNT OF $88,591.60.

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

Section 1. The Palm Beach Police Department is hereby authorized and directed to submit payment in the amount of $88,591.60 to the Municipal Public Safety Communications Consortium (MPSCC) of Palm Beach County as set forth in exhibit "A".

Section 2. A copy of Invoice #2015-04 dated October 31, 2015, is attached hereto as *Exhibit A* and is hereby incorporated within this Resolution and made a part hereof.

PASSED AND ADOPTED IN A REGULAR, ADJOURNED SESSION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH THIS 8TH DAY OF DECEMBER, 2015.

_____
Gail L. Coniglio, Mayor

_____
Michael J. Pucillo, Town Council President

_____
Richard M. Kleid, Council President Pro Tem

_____
Danielle H. Moore, Town Council Member

ATTEST:

_____
Penelope D. Townsend, Town Council Member

_____
Susan A. Owens, MMC, Town Clerk

_____
Robert N. Wildrick, Town Council Member

MPSCC

MUNICIPAL PUBLIC SAFETY COMMUNICATIONS CONSORTIUM OF PALM BEACH COUNTY, INC.

A Florida Not-for-Profit Corporation

Municipal Public Safety Communications Consortium
10500 N. Military Trail
Palm Beach Gardens, FL 33410
ATTN: Colonel Ernie Carr

DATE: OCTOBER 31, 2015
INVOICE # 2015-04

DUE 30 DAYS FROM DATE OF NOTICE

TO Town of Palm Beach
345 S. County Road
Palm Beach, FL 33480

DESCRIPTION	TOTAL
FY 2015/2016 Operating Costs	$88,591.60
TOTAL	**$88,591.60**

Make all checks payable to: Municipal Public Safety Communications Consortium, Inc. and mail to the address above.

MPSCC BUDGET FOR FY 2015 /2016

EXPENDITURES		
Operating Budget		
3150 - Professional Services	181,989.02	
4420 - Rentals and Leases	43,463.00	
4500 - Insurance	0.00	
4600 - Repair and Maintenance	211,840.00	
5200 - Materials and Supplies	5,000.00	
5500 - Contingency	48,900.00	
Total Operating Expenditures		**491,192.02**
Capital Outlay		
6400 - Equipment	25,000.00	
Total Capital Outlay		**25,000.00**
Total Budget		**516,192.02**
Less West Palm Beach Flat Rate		**(100,000.00)**
Balance to be distributed		**416,192.02**
TOTAL EXPENDITURES FY 2014/2015		**516,192.02**

REVENUES	
Member Agencies Operational Costs	516,192.02
From Reserves	215,000.00
	731,192.02

AMOUNTS DUE FROM MEMBER AGENCIES FOR FY 2015/2016 OPERATIONAL COSTS

Agency	Proposed # of Radios	% of Radios	Operating Cost	% of Overall Cost Distribution	2015/16 Agency Oper. Cost
West Palm Beach (574 Radios) $100,000	0	0.00%	100,000.00	19.37%	100,000.00
Palm Beach Gardens	254	23.01%	95,754.32	18.55%	95,754.32
Town of Palm Beach	235	21.29%	88,591.60	17.16%	88,591.60
City of Jupiter	300	27.17%	113,095.66	21.91%	113,095.66
Atlantis	41	3.71%	15,456.41	2.99%	15,456.41
Juno	25	2.26%	9,424.64	1.83%	9,424.64
Jupiter Inlet colony	4	0.36%	1,507.94	0.29%	1,507.94
School Board	201	18.21%	75,774.09	14.68%	75,774.09
North Palm Beach	44	3.99%	16,587.36	3.21%	16,587.36
Total	1,104	100%	516,192.02	100.00%	516,192.02

TOWN OF PALM BEACH

Town Council Meeting on: December 8, 2015

Section of Agenda

Resolutions

Agenda Title

RESOLUTION NO. 198-2015 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Authorizing and Approving a Purchase Order to Citation Communications, Inc. for the Annual Maintenance ($33,108) and Miscellaneous Repairs and Parts ($8,892), As Needed and Recommended By Staff; and Establishing a Budget of $45,000; and Providing an Effective Date.

Presenter

Kirk W. Blouin, Director of Public Safety

Supporting Documents

- **Memorandum Dated November 20, 2015, from Kirk W. Blouin, Director of Public Safety**
- **Resolution 198-2015**
- **Exhibits A and B**

TOWN OF PALM BEACH

Information for Town Council Meeting on: December 8, 2015

To: Mayor and Town Council

Via: Thomas G. Bradford, Town Manager

From: Kirk W. Blouin, Director of Public Safety

Re: Payment to Citation Communications, Inc. for FY 2016 Radio Maintenance Costs
Resolution No. 198-2015

Date: November 20, 2015

STAFF RECOMMENDATION

Staff recommends the Town Council approve the issuance of a Purchase Order to Citation Communications, Inc in the amount of $42,000.00 and establish a total budget of $45,000.00, for FY 2016 Radio Maintenance, Service, and Repair Cost piggybacking School Board of Palm Beach of Palm Beach County Contract No. 13C-19S, as detailed in Exhibit A and Exhibit B.

GENERAL INFORMATION

The Trunked 800 MHz OpenSky equipment that operates on the MPSCC radio system is manufactured by Harris Corporation and serviced by Citation Communications. This equipment can only be purchased directly from Harris Corporation. Harris Corporation has confirmed (Attachment A) that Citation Communication, Inc. is an authorized Manufacturer Representative and the only assigned sales agent that is currently allowed to handle this account for both sales and service.

Additionally, Citation Communications, Inc. has been awarded the contract for the School District of Palm Beach County via Bid No. 13C-19S - Term Contract for Radio Repairs, Service, Installation and Preventative Maintenance and Related Products which allows for the Town of Palm Beach to piggyback off the School Board Contract.

Staff recommends that both Police and Fire Rescue Departments enter into a maintenance contract with Citation Communications, Inc. for service, maintenance and purchase of equipment for FY2016.

FUNDING/FISCAL IMPACT

The FY16 cost for radio maintenance is $33,108. In addition to the maintenance costs, both Police and Fire Rescue need to set aside funds for the cost of repairs, service and equipment not covered by the maintenance contract and that are unknown factors at this time. The balance remaining from the $42,000 will be proportionally shared based on equipment distribution between Fire Rescue and the Police Department (65% Police/35% Fire Rescue) in the amount of $5,780 and $3,112, respectively.

Funds for this expense have been allocated in both Police and Fire Rescue FY16 Approved Budgets.

PURCHASING REVIEW

The Purchasing Division has reviewed this item and approves as recommended.

TOWN ATTORNEY REVIEW

The Town Attorney has reviewed this resolution and approved for legal form and sufficiency.

KWB:lsg

Attachment
Cc: Jane Struder, Finance Director
Adis Pedraza, Purchasing Manager
John C. Randolph, Town Attorney

RESOLUTION NO. 198-2015

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING AND APPROVING A PURCHASE ORDER TO CITATION COMMUNICATIONS, INC. FOR THE ANNUAL MAINTENANCE ($33,108) AND MISCELLANEOUS REPAIRS AND PARTS ($8,892), AS NEEDED AND RECOMMENDED BY STAFF; AND ESTABLISHING A BUDGET OF $45,000; AND PROVIDING AN EFFECTIVE DATE.

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

Section 1. The Town Council of the Town of Palm Beach hereby approves a purchase order to Citation Communication, Inc., in the amount of $42,000 for the annual maintenance, repair and purchase of parts, as deemed necessary.

Section 2. A copy of the System Maintenance Agreement is attached hereto as Exhibits A and B and are hereby incorporated within this Resolution and made a part hereof.

Section 3. The Town Manager is authorized and directed to execute any and all documents necessary to effectuate this purchase order.

Section 4. This Resolution shall become effective immediately upon passage.

PASSED AND ADOPTED IN A REGULAR, ADJOURNED SESSION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH THIS 8TH DAY OF DECEMBER, 2015.

_____
Gail L. Coniglio, Mayor

_____
Michael J. Pucillo, Town Council President

_____
Richard M. Kleid, Council President Pro Tem

_____
Danielle H. Moore, Town Council Member

ATTEST:

_____
Penelope D. Townsend, Town Council Member

_____
Susan A. Owens, MMC, Town Clerk

_____
Robert N. Wildrick, Town Council Member

Exhibit A

CITATION COMMUNICATIONS
TWO-WAY RADIO SALES & SERVICE

SYSTEM MAINTENANCE AGREEMENT

CONTRACT NO. 100115 PD

EFFECTIVE DATE: 10/1/15 thru 9/30/16
BILLING PERIOD: MONTHLY

CUSTOMER: Town Palm Beach - Police
Finance Dept – Acct Payable
P. O. Box 2029
Palm Beach, FL 33480

Telephone: 561-227-7045
Contact: Christine Cunningham
P.O. Number: Police Dept

SYSTEM DESCRIPTION

QTY	NOMENCLATURE*	TYPE OF SERVICE	PRICE	TOTAL
103	Harris Portables	D,R	$ 10.00	$ 1,030.00
26	Harris Mobiles	D,R	$ 12.00	$ 312.00
6	Harris Motorcycles	D,R	$ 18.00	$ 108.00
1	Harris Base Station	E,F	$ 20.00	$ 20.00
3	Harris Consoles ½	E,F	$ 37.50	$ 112.50
1	Harris Microwave Hop ½	E,F	$ 25.00	$ 25.00
1	Administrative Fee		$ 50.00	$ 50.00

*** Note: Headsets not covered by maintenance contract**

*Attach Serial Number List
- C=Carry In
- E=Emergency Services (24 Hr)
- R=Regular Hour Service
- D=Delivery/Pick up
- F=Field Service

Equipment Total	$ 1,657.50
Sales Tax	.00
Monthly Total	$ 1,657.50

$ 19,890

If tax exempt, please attach copy of sales tax exempt certificate. Base stations and associated equipment will be maintained at customer location. Handhelds and mobiles will be serviced at Citation Communications. Client acknowledges statements on reverse side of this contract.

ACCEPTED BY: _____ ACCEPTED BY: Karen O'Mahoney

FOR: TOWN OF PALM BEACH - POLICE FOR: CITATION COMMUNICATIONS

DATED: _____ DATED: 9/8/15

1855 Indian Road Suite 207 West Palm Beach, FL 33409
561-688-0330 Fax: 561-683-2009

CITATION COMMUNICATIONS
TWO-WAY RADIO SALES & SERVICE

SYSTEM MAINTENANCE AGREEMENT

CONTRACT NO. 100115 FD

EFFECTIVE DATE: 10/1/15 thru 9/30/16
BILLING PERIOD: MONTHLY

CUSTOMER: Town Palm Beach – Fire
Finance Dept – Acct Payable
P. O. Box 2029
Palm Beach, FL 33480

Telephone: 561-227-7045
Contact: Christine Cunningham
P.O. Number: Fire Dept

SYSTEM DESCRIPTION

QTY	NOMENCLATURE*	TYPE OF SERVICE	PRICE	TOTAL
47	Harris Portables	D,R	$ 10.00	$ 470.00
22	Harris Mobiles	D,R	$ 12.00	$ 264.00
4	Harris Base Station	E,F	$ 20.00	$ 80.00
5	Harris VTAC	D,R	$ 20.00	$ 100.00
3	Harris Consoles ½	E,F	$ 37.50	$ 112.50
1	Harris Microwave Hop ½	E,F	$ 25.00	$ 25.00
1	Administrative Fee		$ 50.00	$ 50.00

*** Note: Headsets not covered by maintenance contract**

*Attach Serial Number List
- C=Carry In
- E=Emergency Services (24 Hr)
- R=Regular Hour Service
- D=Delivery/Pick up
- F=Field Service

Equipment Total	$ 1,101.50
Sales Tax	.00
Monthly Total	$1,101.50
	~~$~~ 13,218.00

If tax exempt, please attach copy of sales tax exempt certificate. Base stations and associated equipment will be maintained at customer location. Handhelds and mobiles will be serviced at Citation Communications. Client acknowledges statements on reverse side of this contract.

ACCEPTED BY: _____ ACCEPTED BY: Karen O'Murrell

FOR: TOWN OF PALM BEACH – FIRE FOR: CITATION COMMUNICATIONS

DATED: _____ DATED: 9/8/15

1855 Indian Road Suite 207 West Palm Beach, FL 33409
561-688-0330 Fax: 561-683-2009

TOWN OF PALM BEACH

Town Council Meeting on: December 8, 2015

Section of Agenda

Resolutions

Agenda Title

RESOLUTION NO. 199-2015 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Authorizing and Approving a Purchase Order to Don Reid Ford in the Amount of $76,165 for the Purchase of One (1) 2016 Ford Interceptor; One (1) 2016 Ford Escape and; One (1) 2016 Ford Fusion; Beck Nissan in the Amount of $23,302 for the Purchase of One (1) 2016 Nissan Altima; and Auto Nation CDJR of Pembroke Pines in the Amount of $32,189 for the Purchase of One (1) 2016 Jeep Grand Cherokee Laredo, As Recommended By Staff; and Establishing a Total Budget of $139,000 in the 2016 Equipment Replacement Program; and Providing an Effective Date.

Presenter

Kirk W. Blouin, Director of Public Safety

Supporting Documents

- **Memorandum Dated November 20, 2015, from Kirk W. Blouin, Director of Public Safety**
- **Resolution No. 199-2015**
- **Exhibit A**
- **Exhibit B**
- **Exhibit C**

TOWN OF PALM BEACH

Information for Town Council Meeting on: December 8, 2015

To: Mayor and Town Council

Via: Thomas G. Bradford, Town Manager

From: Kirk W. Blouin, Director of Public Safety

Re: Authorize Purchase of (5) Police Vehicles
Resolution No. 199-2015

Date: November 20, 2015

STAFF RECOMMENDATION

Staff recommends the Mayor and Town Council approve the purchase of five (5) police vehicles through the Florida Sheriff's Association Bid. No. 15-23-0904.

GENERAL INFORMATION

The Police vehicle fleet is reviewed annually during the budget process. Police patrol vehicles have a 4-6 year useful life cycle depending on mileage and basic wear and tear. These vehicles are then typically used as "eggs" or transferred to another unit for use, if appropriate. Patrol Supervisor and unmarked vehicles are also reviewed and replaced based on mileage and wear and tear but generally have a useful life of 8-10 years. The department is requesting to replace 3 detective/unmarked vehicles, 1 small administrative vehicle, and one supervisor vehicle.

During the March 16, 2015 Public Safety Committee meeting the Police Department presented the committee with information on different options of police pursuit/patrol vehicles and supervisor vehicles in order to determine the best selection for the Palm Beach Police Department. After review and discussion, the Committee voted and unanimously recommended the department purchase the Ford Interceptor Police Rated Utility vehicles for use by the Patrol Division and supervisors. The department began to transition from four-door sedans to an SUV type vehicle modified for police service in FY15. Town of Palm Beach RFQ #23-2015, #24-2015, and #25-2015 are attached as Exhibits A, B and C.

FUNDING/FISCAL IMPACT

Funds for police vehicles were approved as part of the FY2016 Equipment Replacement Program in the amount of $139,000. The total cost of the vehicles per RFQ #23-2015, 24-2015, and 25-2016 is $131,656. A total budget of $139,000 is requested to cover any necessary unforeseen changes/additions to the vehicle orders once the Purchase Orders have been issued.

PURCHASING REVIEW

These items have been reviewed by the Purchasing Division and are approved as recommended.

TOWN ATTORNEY REVIEW

The Town Attorney has reviewed this resolution and approved for legal form and sufficiency.

KWB/lsg

Attachments
cc: Jane Struder, Finance Director
Adis Pedraza, Purchasing Manager
John C. Randolph, Town Attorney

RESOLUTION NO. 199-2015

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING AND APPROVING A PURCHASE ORDER TO DON REID FORD IN THE AMOUNT OF $76,165 FOR THE PURCHASE OF ONE (1) 2016 FORD INTERCEPTOR; ONE (1) 2016 FORD ESCAPE AND; (1) 2016 FORD FUSION; TO BECK NISSAN IN THE AMOUNT OF $23,302 FOR THE PURCHASE OF ONE (1) 2016 NISSAN ALTIMA; AND TO AUTO NATION CDJR OF PEMBROKE PINES IN THE AMOUNT OF $32,189 FOR THE PURCHASE OF ONE (1) 2016 JEEP GRAND CHEROKEE LAREDO, AS RECOMMENDED BY STAFF; AND ESTABLISHING A TOTAL BUDGET OF $139,000 IN THE 2016 EQUIPMENT REPLACEMENT PROGRAM; AND PROVIDING AN EFFECTIVE DATE

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

Section 1. The Town Council of the Town of Palm Beach hereby approves a purchase order to Don Reid Ford in the amount of $76,165 for the purchase of one (1) 2016 Ford Interceptor Utility vehicle; one (1) 2016 Ford Escape, and one (1) 2016 Ford Fusion through the Florida Sheriff's Association Bid 15-23-0904 (Exhibit A).

Section 2. The Town Council of the Town of Palm Beach hereby approves a purchase order to Beck Nissan in the amount of $23,302 for the purchase of one (1) 2016 Nissan Altima through the Florida Sheriff's Association Bid 15-23-0904 (Exhibit B).

Section 3. The Town Council of the Town of Palm Beach hereby approves a purchase order to Auto Nation CDJR of Pembroke Pines in the amount of $32,189 for the purchase of one (1) 2016 Jeep Grand Cherokee Laredo through the Florida Sheriff's Association Bid 15-23-0904 (Exhibit C).

Section 4. A copy of Town of Palm Beach RFQ #23-2015; #24-2015, and #25-2015 are attached hereto as Exhibits A, B and C and are hereby incorporated within this Resolution and made a part hereof.

Section 3. The Town Manager is authorized and directed to execute any and all documents necessary to effectuate this purchase order.

Section 4. This Resolution shall become effective immediately upon passage.

PASSED AND ADOPTED IN A REGULAR, ADJOURNED SESSION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH THIS 8TH DAY OF DECEMBER, 2015.

_____	_____
Gail L. Coniglio, Mayor	Michael J. Pucillo, Town Council President
	_____
	Richard M. Kleid, Council President Pro Tem
	_____
	Danielle H. Moore, Town Council Member
ATTEST:	_____
	Penelope D. Townsend, Town Council Member
_____	_____
Susan A. Owens, MMC, Town Clerk	Robert N. Wildrick, Town Council Member

TOWN OF PALM BEACH
REQUEST FOR QUOTATION
RFQ No. 23-2016

2016 Ford Interceptor Utility (K8A), 2016 Ford Escape (U0F) and 2016 Ford Fusion (P0G)

INTENT AND SCOPE

It is the intent to obtain pricing, in accordance with the Florida Sheriff's Association's Bid No. 15-23-0904, which covers and includes all required equipment and freight, necessary for and reasonably incidental for full and complete execution of this purchase.

All terms, conditions and specifications of the Florida Sheriff's Association for Bid No. 15-23-0904 shall apply.

SCHEDULE OF BID ITEMS

The undersigned as bidder does declare that no other persons other than the bidder herein named has any interest in this bid or in the contract to be taken, and that it is made without any connection with any other person or persons making bid for the same article, and is in all respects fair and without collusion or fraud.

The undersigned further declares that he has carefully examined the specifications and is thoroughly familiar with its provisions and with the quality type and grade of materials called for therein.

The undersigned further declares that he proposes to furnish the equipment called for within the specified time for the following price:

1. TERMS	2. F.O.B.	3.SHIPMENT VIA	4. QUOTATION VALID UNTIL
Net 30	DESTINATION		

Item	Description /Specifications	Qty	Unit	Unit Cost	Extended Cost
VEHICLE 1 – 2016 FORD INTERCEPTOR (K8A)					
1.	**BASE PRICE** – 2016 FORD INTERCEPTOR FULL SIZE POLICE RATED UTILITY – AWD SPECIFICATION #7 (K8A) - with all standard equipment as specified by the manufacturer for this model and FSA's base specification requirements, included and made part of the FSA contract as awarded by specification, by zone.	1	EA	$ 25,487[w]	$ 25,487[w]
2.	**16D** - Badge delete (Police Interceptor Badge Only)	1	EA	$ N/C	$ N/C
3.	**65U** – Interior upgrade package – 1st and 2nd row carpet floor covering – cloth seats – rear center floor console less shifter w/unique police console finish plate – Includes Console – Top Plate – Finish 3 (incl. 2 cup holders) – Floor mats, front and rear (carpeted) – Deletes the standard console mounting plate (85D).	1	EA	$ 389[w]	$ 389[w]

Company Name: Dan Reed Ford Authorized Signature:

Item	Description /Specifications	Qty	Unit	Unit Cost	Extended Cost
VEHICLE 1 – 2016 FORD INTERCEPTOR (K8A) (cont'd.)					
4.	**86P** – Front headlamp / Police interceptor housing only – Pre-drilled hole for side marker police use, does not include LED installed lights (eliminates need to drill housing assemblies) – Pre-molded side warning LED holes with standard twist lock sealed capability (does not include LED installed lights).	1	EA	$ 124.00	$ 124.00
5.	**SFST** – Safestop vehicle anti-theft activated or emergency lights activated, plug & play for most Ford and Chevy fleet vehicles, dealer installed in 20 minutes or less.	1	EA	$ 250.00	$ 250.00
6.	**DLR** – Factory **All Black Exterior** (No Two Tone)	1	EA	$ N/C	$ N/C
7.	**BUC** – Backup camera with 3.5" LCD (rear mounted camera to provide wide angle field of vision at rear of vehicle) – dealer installed	1	EA	$ Std	$ Std
8.	**DLR** - Labor Rate per hour (6 hour per vehicle)	6	HR	$ 510.00	$ 510.00
9.A	**Warranty Option** – 5 Year, 75,000 Mile, Zero Deductible (Non-Contract Item) Extra Care	1	EA	$ 1710.00	$ 1710.00
OR 9.B	**ESP** – Extra Care 6yr/100,000 mile, Zero Deductible	1	EA	$ 2585.00	$ 2585.00
11.	**WEUMP – LED** – Whelen Basic All LED Unmarked Patrol Package. Consist of interior review mirror, grille and rear deck LED system (minimum 2 lights in each position) LED lights may be blue, red amber or any combination – please specify color; Headlight Flasher; Epsilon one piece combination light controller / siren, speaker and bracket.	1	EA	$ 229.00	$ 229.00
12.	**Ford Sync Option** – Factory Installed, integrated in-vehicle communications and entertainment system. (Non-contract item)	1	EA	$ 294.00	$ 294.00
	TOTAL PRICE VEHICLE 1 w/ 5 yr/75K mi Warranty:				$ 31,059.00
	TOTAL PRICE VEHICLE 1 w/ 6 yr/100K mi Warranty:				$ 31,934.00

Company Name: Don Reid Ford Authorized Signature:

Item	Description /Specifications	Qty	Unit	Unit Cost	Extended Cost
VEHICLE 2 – 2016 FORD ESCAPE (U0F)					
13.	**BASE PRICE** – 2016 SMALL SIZE 4-DOOR UTILITY VEHICLE – 4X2 SPECIFICATION #24 (U0F) 2016 Ford Escape - with all standard equipment as specified by the manufacturer for this model and FSA's base specification requirements, included and made part of the FSA contract as awarded by specification, by zone.	1	EA	$ 17,899ω	$ 17,899ω
14.	**ESP** – Warranty – POWER TRAIN CARE 6 Yr. / 100,000 mile, Zero Deductible.	1	EA	$ 1740ω	$ 1740ω
				TOTAL PRICE VEHICLE 2:	$ 19,639ω
VEHICLE 3 – 2016 FORD FUSION (P0G)					
15.	**BASE PRICE** – 2016 MID SIZE 4-DOOR ADMINISTRATIVE VEHICLE –SPECIFICATION #13 (P0G) 2016 FORD FUSION - with all standard equipment as specified by the manufacturer for this model and FSA's base specification requirements, included and made part of the FSA contract as awarded by specification, by zone. ***COLOR SHALL BE BLACK SHADOW***	1	EA	$ 16,998ω	$ 16,998ω
16.	**SE** – Vehicle upgrade package *(Please specify in the remarks section below or via attachments to this RFQ on what is included in this package)*	1	EA	$ 1764	$ 1764ω
17.	**DLR** – Dealer Install Leather	1	EA	$ 1300ω	$ 1300
18.	**999** – 2.0 V-6 Includes 201A PKg (Required)	1	EA	$ 2790ω	$ 2790ω
19.	**ESP** – POWERTRAIN CARE 6yr. / 100,000 mile, Zero Deductible	1	EA	$ 1740ω	$ 1740ω
				TOTAL PRICE VEHICLE 3:	24,592ω

Company Name: Don Reid Ford Authorized Signature:

TOWN OF PALM BEACH
REQUEST FOR QUOTATION
RFQ No. 23-2016

2016 Ford Interceptor Utility (K8A), 2016 Ford Escape (U0F) and 2016 Ford Fusion (P0G)

REMARKS: 16' order deadline is 1/4/16 For Escape + Fusion

The Proposer certifies that this proposal is submitted in accordance with the specification in its entirety and with full understanding of the conditions governing this RFQ. The undersigned representative submits this proposal and certifies that they are an authorized representative of the Proposer who may legally bind the Proposer.

Firm: Don Beck Ford

*Signature: _____ Name/Title: Eric Jore Fleet Mgr

Address: 1875 S Orlando Ave Maitland, Fl Zip: 32751

Federal ID#: 59-1089464

Telephone Number: (407) 644-8111 Fax: (407) 647-4775

Date: 11/24/15

***Failure to affix signature may result in disqualification of proposal.**

Name of Bidder's Contact Person: Eric Jore

Address: 1875 S. Orlando Ave Maitland Fl 32751

Phone Number: 407-644-8114 Fax Number: 407-647-4775

E Mail Address: ejore@aol.com

TOWN OF PALM BEACH
REQUEST FOR QUOTATION
RFQ No. 24-2016

2016 Nissan Altima (13116)

INTENT AND SCOPE

It is the intent to obtain pricing, in accordance with the Florida Sheriff's Association's Bid No. 15-23-0904, which covers and includes all required equipment and freight, necessary for and reasonably incidental for full and complete execution of this purchase.

All terms, conditions and specifications of the Florida Sheriff's Association for Bid No. 15-23-0904 shall apply.

SCHEDULE OF BID ITEMS

The undersigned as bidder does declare that no other persons other than the bidder herein named has any interest in this bid or in the contract to be taken, and that it is made without any connection with any other person or persons making bid for the same article, and is in all respects fair and without collusion or fraud.

The undersigned further declares that he has carefully examined the specifications and is thoroughly familiar with its provisions and with the quality type and grade of materials called for therein.

The undersigned further declares that he proposes to furnish the equipment called for within the specified time for the following price:

1. TERMS	2. F.O.B.	3.SHIPMENT VIA	4. QUOTATION VALID UNTIL
Net 30	DESTINATION		

Item	Description /Specifications	Qty	Unit	Unit Cost	Extended Cost
1.	**BASE PRICE** – MID SIZE 4-DOOR ADMINISTRATIVE VEHICLE – SPECIFICATION #13 2016 Nissan Altima (13116) - with all standard equipment as specified by the manufacturer for this model and FSA's base specification requirements, included and made part of the FSA contract as awarded by specification, by zone. – ***COLOR SHALL BE GUN METALLIC.*** KAD	1	EA	$ 18369	$ 18369
2.	**L92**– Front and rear floor mats INCL IN bid PRICE	1	EA	$ NC	$ NC
3.	**13216** – SV TRIM LEVEL UPGRADE	1	EA	$ 2549	$ 2549
4.	**AWD** NOT AVAILABLE ON this model	1	EA	$ NA	$ NA
5.	**XKE** – Additional Key(s) or Key Fob(s) when applicable.	1	EA	$ 399	$ 399
6.	**Warranty** – 5 year, 75,000 mile, Zero Deductible (Non-Contract Item)	1	EA	$ 1985	$ 1985
				TOTAL (Lines 1 through 6)	$ 23302

Company Name: BECK NISSAN INC Authorized Signature: Chuck Bonn

TOWN OF PALM BEACH
REQUEST FOR QUOTATION
RFQ No. 24-2016

2016 Nissan Altima (13116)

REMARKS: _____

The Proposer certifies that this proposal is submitted in accordance with the specification in its entirety and with full understanding of the conditions governing this RFQ. The undersigned representative submits this proposal and certifies that they are an authorized representative of the Proposer who may legally bind the Proposer.

Firm: Beck Nissan Inc.

***Signature:** Chuck Boner **Name/Title:** Fleet Sales Director

Address: 252 Hwy 17 North Palatka FL 32177 **Zip:** _____

Federal ID#: 59 3041645

Telephone Number: (386) 328 2775 **Fax:** (386) 328 0891

Date: 11/20/15

***Failure to affix signature may result in disqualification of proposal.**

Name of Bidder's Contact Person: Chuck Boner

Address: 252 Hwy 17 North Palatka FL 32177

Phone Number: 386 328 2775 X136 Fax Number: 386 328 0891

E Mail Address: chuckboner@checkbeck.com

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Beck Nissan Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:
☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
252 Hwy 17 North

Requester's name and address (optional)

6 City, state, and ZIP code
Palatka, FL, 32177

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number
___ - ___ - ____

or

Employer identification number
5 9 - 3 0 4 1 6 4 5

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ Chuck Bomer Date ▶ 11/20/15

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at *www.irs.gov/fw9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Exhibit C

TOWN OF PALM BEACH
REQUEST FOR QUOTATION
RFQ No. 25-2016

2016 Jeep Grand Cherokee Laredo (WKTH74)

INTENT AND SCOPE

It is the intent to obtain pricing, in accordance with the Florida Sheriff's Association's Bid No. 15-23-0904, which covers and includes all required equipment and freight, necessary for and reasonably incidental for full and complete execution of this purchase.

All terms, conditions and specifications of the Florida Sheriff's Association for Bid No. 15-23-0904 shall apply.

SCHEDULE OF BID ITEMS

The undersigned as bidder does declare that no other persons other than the bidder herein named has any interest in this bid or in the contract to be taken, and that it is made without any connection with any other person or persons making bid for the same article, and is in all respects fair and without collusion or fraud.

The undersigned further declares that he has carefully examined the specifications and is thoroughly familiar with its provisions and with the quality type and grade of materials called for therein.

The undersigned further declares that he proposes to furnish the equipment called for within the specified time for the following price:

1. TERMS	2. F.O.B.	3.SHIPMENT VIA	4. QUOTATION VALID UNTIL
Net 30	DESTINATION	OUR CHASSIS	SEPT 1, 2016

Item	Description /Specifications	Qty	Unit	Unit Cost	Extended Cost
1.	**BASE PRICE** – MID SIZE 4-DOOR UTILITY VEHICLE – 4x2 SPECIFICATION #26 2016 Jeep Grand Cherokee Laredo (WKTH74) - with all standard equipment as specified by the manufacturer for this model and FSA's base specification requirements, included and made part of the FSA contract as awarded by specification, by zone.	1	EA	$ 26559	$ 26559
2.	**WKTH74/23B** – Seat trim upgrade	1	EA	$ 2000	$ 2000
3.	**HDFM** – Heavy duty rubber floor mats	1	EA	$ 195	$ 195
4.	**BUC** – Backup camera with 3.5" LCD (rear mounted camera to provide wide angle field of vision at rear of vehicle) – dealer installed	1	EA	$ 650	$ 650
5.	**WMX585N** – Maximum Care Extended Warranty 5 Years 85,000 Miles - 0 - Deductible	1	EA	$ 2785	$ 2785
				TOTAL	$ 32189

AutoNation Ford Pembroke Pines

Company Name: _____ Authorized Signature: _____

REMARKS: _____

The Proposer certifies that this proposal is submitted in accordance with the specification in its entirety and with full understanding of the conditions governing this RFQ. The undersigned representative submits this proposal and certifies that they are an authorized representative of the Proposer who may legally bind the Proposer.

Firm: Big Nation Cust Peroles Pines

*Signature: _____ Name/Title: Stuart Henry Asst Manager

Address: 13601 Pines Blvd, Pembroke Pines Zip: 33027

Federal ID#: 65-0943962

Telephone Number: (954) 441-2034 Fax: (954) 441-2004

Date: 11-21-15

***Failure to affix signature may result in disqualification of proposal.**

Name of Bidder's Contact Person: _____

Address: _____

Phone Number: _____ Fax Number: _____

E Mail Address: _____

TOWN OF PALM BEACH

Town Council Meeting on: December 8, 2015

Section of Agenda

Resolutions

Agenda Title

RESOLUTION NO. 205-2015 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Authorizing a Temporary and Partial Closure of South County Road Between Chilean and Brazilian Avenues to Ensure Pedestrian Safety During the Town Hall Square Celebration on January 31, 2016.

Presenter

Jay Boodheshwar, Deputy Town Manager

Supporting Documents

- **Memorandum Dated November 29, 2015, from Jay Boodheshwar, Deputy Town Manager**
- **Resolution No. 205-2015**
- **Exhibit A - Town Hall Square Road Closure Plan**
- **Actions from November 10, 2015, Town Council Meeting**

TOWN OF PALM BEACH

Information for Town Council Meeting on: December 8, 2015

To: Mayor and Town Council

Via: Thomas G. Bradford, Town Manager

From: Jay Boodheshwar, Deputy Town Manager

Re: Authorization to Temporarily Close a Portion of South County Road for the Town Hall Square Celebration on January 31, 2016
Resolution No. 205-2015

Date: November 29, 2015

STAFF RECOMMENDATION

Staff recommends Town Council adopt Resolution No. 205-2015, authorizing the temporary and partial closure of South County Road between Chilean and Brazilian Avenues to ensure pedestrian safety during the Town Hall Square Celebration on January 31, 2016.

GENERAL INFORMATION

At the November 10, 2015, Town Council meeting Bill Bone, Chairman of the Palm Beach Centennial Commission, gave an update on the planning efforts for the January 31, 2016, Town Hall Square Celebration and requested a number of approvals. One of the requests was to permit the partial and temporary closure of South County Road from 7:00am to 10:00pm on January 31. Said closure would include a one lane closure of northbound and south bound lanes between Chilean and Australian Avenues, and a full road closure between Australian and Brazilian Avenues. See attached map.

Although Town Council granted Mr. Bone's request, staff has learned that the Florida Department of Transportation will require a resolution from the Town Council confirming the approval for submission with our application to the State, hence this additional request from staff.

cc: H. Paul Brazil, P.E., Director of Public Works
Mike Roach, Project Engineer
Bill Bone, Centennial Commission Chairman

RESOLUTION NO. 205-2015

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING A TEMPORARY AND PARTIAL CLOSURE OF SOUTH COUNTY ROAD BETWEEN CHILEAN AND BRAZILIAN AVENUES TO ENSURE PEDESTRIAN SAFETY DURING THE TOWN HALL SQUARE CELEBRATION ON JANUARY 31, 2016.

* * * * *

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

Section 1. The Town has partnered with the Palm Beach Centennial Commission to plan and host a celebration for the improvements of Town Hall Square and Memorial Park on January 31, 2016.

Section 2. To ensure pedestrian safety during the celebration, the closure of one northbound and one south bound travel lanes on South County Road between Chilean and Australian is required. A full closure of South County Road between Australian and Brazilian Avenues is also required. Closures will be required from 7:00am – 10:00pm on January 31, 2016, as depicted on the attached map labeled as Exhibit A.

PASSED AND ADOPTED in a regular, adjourned session of the Town Council of the Town of Palm Beach assembled this 8th day of December, 2015.

Gail L. Coniglio, Mayor

Michael J. Pucillo, Town Council President

Richard M. Kleid, Town Council President Pro Tem

Danielle H. Moore, Town Council Member

ATTEST:

Penelope D. Townsend, Town Council Member

Susan Owens, MMC, Town Clerk

Robert N. Wildrick, Town Council Member

EXHIBIT A

TOWN HALL SQUARE CELEBRATION

SMI LANDSCAPE ARCHITECTURE

PROPOSED ROAD CLOSURES AND EVENT BOUNDARIES

TOWN OF PALM BEACH

Town Clerk's Office

SUMMARY OF THE ACTIONS TAKEN AT THE TOWN COUNCIL MEETING HELD ON TUESDAY, NOVEMBER 10, 2015

I. CALL TO ORDER AND ROLL CALL

II. INVOCATION AND PLEDGE OF ALLEGIANCE

III. RECOGNITIONS

A. Recognition of James McCartney Wearn, Retirement Board of Trustees, from May 1990 through August 2015

IV. PRESENTATIONS

A. Presentation by The Garden Club of Palm Beach

B. Retirement Board of Trustees Presentations by Applicants

V. COMMENTS OF MAYOR GAIL L. CONIGLIO

VI. COMMENTS OF TOWN COUNCIL MEMBERS AND TOWN MANAGER

ACTION: COUNCIL MEMBER TOWNSEND REQUESTED THAT A DISCUSSION ITEM REGARDING THE APPEAL PROCESS BE PLACED ON A FUTURE AGENDA

VII. COMMUNICATIONS FROM CITIZENS - 3 MINUTE LIMIT PLEASE

ACTION: MAYOR CONIGLIO REQUESTED THAT A DISCUSSION ITEM REGARDING RELOCATION OF THE BRADLEY PARK TOWN HOLIDAY TREE BE ADDED TO THE END OF THE AGENDA

VIII. APPROVAL OF AGENDA

ACTION: ITEM NO. X.B.3.a., UNDERGROUND UTILITIES TASK FORCE DISCUSSION, WAS SET FOR A 10:00 A.M. TIME CERTAIN

ACTION: ITEM NO. X.B.6., PLANNING EFFORTS FOR THE TOWN HALL SQUARE CELEBRATION, WAS SET FOR A 1:00 P.M. TIME CERTAIN

ACTION: THE FOLLOWING ITEM WAS PULLED FROM THE CONSENT AGENDA:

- **IX.B.8., RESOLUTION NO. 180-2015**

ACTION: THE FOLLOWING ITEMS WERE ADDED TO THE AGENDA:

- **DISCUSSION ON TOWN BICYCLE REGULATIONS AND ENFORCEMENT**
- **REQUEST FOR CLARIFICATION FROM ORS REGARDING ITS REVIEW OF CHAPTER 66 OF THE TOWN CODE AND LANDSCAPING REGULATIONS FOR PUBLIC PROPERTIES**

ACTION: APPROVED, AS AMENDED ABOVE

IX. CONSENT AGENDA

ACTION: APPROVED, AS AMENDED ABOVE

A. MINUTES

1. MINUTES: OCTOBER 13, 2015
   Approval of the Minutes of the Regular Town Council Meeting
   Susan A. Owens, Town Clerk

2. MINUTES: OCTOBER 14, 2015
   Approval of the Minutes of the Regular Town Council Meeting
   Susan A. Owens, Town Clerk

3. Approval of Major Matters Considered by the Architectural Commission at its Meeting of October 28, 2015.
   John S. Page, Director of Planning, Zoning, and Building

B. RESOLUTIONS

1. RESOLUTION NO. 164-2015 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Amending the Food and Beverage Services Agreement for the Town of Palm Beach Par 3 Golf Course Between the Town of Palm Beach and PB Ocean View, Inc., and Authorizing the Town Manager to Execute the Same on Behalf of the Town.
   Deferred from the October 13, 2015, Town Council Meeting
   Beth Zickar, Director of Recreation

2. RESOLUTION NO. 169-2015 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Rescinding Resolution No. 86-2015, and Awarding Bid No. 2015-28 for Exterior Painting of the Police Department Building to One Call Property Services, Inc., and Approving a Purchase Order in an Amount of $42,799, and Establishing a Budget of $49,250.
   H. Paul Brazil, P.E., Director of Public Works

3. RESOLUTION NO. 175-2015 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving an Agreement by and Between the Palm Beach County Supervisor of Elections and the Town of Palm Beach Relating to Vote Processing Equipment Use and Election Services, and Providing an Effective Date.
Susan A. Owens, MMC, Town Clerk

3. RESOLUTION NO. 176-2015 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Establishing the Per Hour Fee for "Premium Days" for Special Assignment Deployments for Police and Fire-Rescue Departments; Establishing Premium Days for Which the Premium Day Per Hour Fee Shall be Charged for Special Assignment Deployments, Requiring Future Amendments to the Premium Days Program to be Approved by Resolution of the Town Council Prior to the Effective Date of Amendments, and Providing an Effective Date.
Kirk W. Blouin, Director of Public Safety

4. RESOLUTION NO. 177-2015 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving a Purchase Order for Design and Bid Phase Engineering Services to Kimley-Horn & Associates, Inc., in an Amount of $55,278 for the Lake Towers Undergrounding Utilities Project, and Establishing a Design and Bid Phase Engineering Services Budget of $60,000.
H. Paul Brazil, P.E., Director of Public Works

6. RESOLUTION NO. 178-2015 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Awarding a Contract Extension to G-Sky Plant Systems, Inc., in the Amount of $27,121.93, and Establishing a Project Budget of $28,500 for the Maintenance of the Living Wall on Worth Avenue.
H. Paul Brazil, P.E., Director of Public Works

7. RESOLUTION NO. 179-2015 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving a Purchase Order for Preliminary Design Phase Engineering Services for the Mid-Town Drainage Improvements Project to Kimley-Horn and Associates, Inc., in the Amount of $59,973 and Establishing an Engineering Services Budget of $67,000.
H. Paul Brazil, P.E., Director of Public Works

8. RESOLUTION NO. 180-2015 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving a Purchase Order for Pre-Construction Services for the Lake Trail Pavement Improvements from Royal Palm Way to Reef Road, to Mock, Roos & Associates, Inc., in the Amount of $23,200, and Establishing a Pre-Construction Services Budget of $26,000.

H. Paul Brazil, P.E., Director of Public Works – ***This Item was Pulled from Consent***

9. RESOLUTION NO. 181-2015 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving a Purchase Order in the Amount of $93,810.50, to Kimley-Horn and Associates, Inc., for Professional Engineering Services Associated with Groundwater Monitoring at the Town's Vegetative Landfill Sites, and Establishing a Project Budget of $95,000.
H. Paul Brazil, P.E., Director of Public Works

10. RESOLUTION NO. 182-2015 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Authorizing a Change Order for a 6 Month Contract Extension to Lopez Group, Inc., in the Amount of $73,430.88 for Worth Avenue Maintenance Services, and Establishing a Budget of $75,000.
H. Paul Brazil, P.E., Director of Public Works

11. RESOLUTION NO. 183-2015 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving the Renewal of the Golf Instruction Services Agreement for the Town of Palm Beach Par 3 Golf Course Between the Town of Palm Beach and Kellie Stenzel Golf, Inc. and Authorizing the Town Manager to Execute the Same on Behalf of the Town.
Beth Zickar, Director of Recreation

12. RESOLUTION NO. 184-2015 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving the Purchase of a S530 T4 Bobcat Skid-Steer Loader at a Cost of $26,598.90 From Clark Equipment Company, dba Bobcat Company for use at the Par 3 Golf Course, and Authorizing the Town Manager to Execute the Purchase on Behalf of the Town.
Beth Zickar, Director of Recreation

C. OTHER

1. Authorize the Temporary Relocation of the Holiday Tree at Town Hall Square
H. Paul Brazil, P.E., Director of Public Works

2. Authorize Issuance of Request for Proposals for a Grants Administrator
Jay Boodheshwar, Deputy Town Manager

3. Florida Department of Transportation Southern Boulevard Bridge Project
Paul Brazil, P.E., Director of Public Works

a. Authorize the Town Manager to Execute a Landscape Maintenance Memorandum of Agreement with the Florida Department of Transportation for the Southern Boulevard Bridge Project

b. Authorize the Town Manager to Execute a Decorative Lighting Locally Funded Agreement with the Florida Department of Transportation for the Southern Boulevard Bridge Project

c. Authorize the Town Manager to Execute a Decorative Lighting Maintenance Memorandum of Agreement with the Florida Department of Transportation for the Southern Boulevard Bridge Project

4. Status Report of Delinquent Accounts
Jane Struder, Director of Finance

5. Authorize the Planning & Zoning Commission to Study a Potential Revision to the Zoning Ordinance Requiring All Ground Based Transformers to be Screened
John S. Page, Director of Planning, Zoning, and Building

X. REGULAR AGENDA

A. Old Business

1. Revisit of Issues Assigned to the Planning and Zoning Commission
Penelope D. Townsend, Town Council Member

ACTION: TOWN COUNCIL DIRECTED THE PLANNING AND ZONING COMMISSION TO SCHEDULE SPECIFIC ISSUES FOR SPECIFIC MEETINGS AND FOR STAFF TO ADVERTISE THE ITEMS ACCORDINGLY

ACTION: STUDY OF THESE SPECIFIC ISSUES WAS LIMITED TO THE ZONING SEASON

B. New Business

1. Consideration of Scheduling an Attorney/Client Session Immediately Following the Regular Town Council Meeting on Thursday, November 12, 2015, in the Town Council Chambers, 360 South County Road, Palm Beach, Florida, to Discuss the Following Matters:
   1. 224 Atlantic, LLC vs Town of Palm Beach Case No. 502015CA004478XXXXMB(AY)
   2. 224 Atlantic, LLC vs Town of Palm Beach Case No. 502015CA004622XXXXMB(AY)
   3. 224 Atlantic, LLC vs Town of Palm Beach Case No.

502015CA005761XXXXMB(AY)

4. 224 Atlantic, LLC vs Town of Palm Beach Case No. 502015CA008921XXXXMB(AY)

All Pending in the Circuit Court of the Fifteenth Judicial Circuit in and for Palm Beach County, Florida. Attorney/Client Session Attendees: Mayor Gail L. Coniglio, Town Council President Michael J. Pucillo, Town Council President Pro Tem Richard M. Kleid, Town Council Members Danielle Hickox Moore, Penelope D. Townsend, Robert N. Wildrick, Town Manager Thomas G. Bradford, Town Attorneys John C. Randolph and Kelly A. Gardner, and Pleasanton, Greenhill, Meek & Marsaa Court Reporters.
John C. Randolph, Town Attorney

ACTION: COUNCIL MEMBER MOORE WAS REMOVED FROM THE LIST OF ATTENDEES DUE TO A CONFLICT OF INTEREST

ACTION: APPROVED, AS AMENDED

2. Request for Waiver of Charitable Solicitation Permit Application Fees from The Society of the Four Arts King Library.
Susan A. Owens, MMC, Town Clerk

ACTION: APPROVED A WAIVER OF THE APPLICATION FEES FOR THE NOVEMBER 2015 AND JANUARY 2016 BOOK SALES, AND REFERRED THE MATTER OF FUTURE WAIVERS FOR ORGANIZATIONS THAT RECEIVE TOWN FUNDS THROUGH THE BUDGETING PROCESS TO THE ORS COMMITTEE

3. Underground Utilities Task Force (UUTF) Discussion
TIME CERTAIN: 10:00 A.M.
Thomas G. Bradford, Town Manager

a. Discussion with Underground Utilities Task Force Members Regarding Timeline for the March 15, 2016, Referendum.
Jeffrey Smith, Chair and Wilbur Ross, Vice Chair

ACTION: NONE

b. Consideration of Motion to Designate the UUTF as a defacto "Citizens Oversight Committee" during the design and construction phases of the underground conversion project, in addition to their current duties, should the voters approve the undergrounding referendum on March 15, 2016.

ACTION: APPROVED

c. Consideration of Changes to the March 15, 2016, Referendum Ballot Language to Provide Clarity and Avoidance of Confusion.

ACTION: STAFF WAS DIRECTED TO RUN THE PROPOSED BALLOT LANGUAGE BY THE PALM BEACH COUNTY SUPERVISOR OF ELECTIONS PRIOR TO IT BEING PLACED ON THE DECEMBER 8, 2015, TOWN COUNCIL AGENDA

The Following Item was Added to the Agenda:

- Discussion on Town Bicycle Regulations and Enforcement

  ACTION: COUNCIL MEMBER MOORE REQUESTED THE INSTALLATION OF A BICYCLE SPEED LIMIT SIGN IN THE MIDTOWN AREA OF THE LAKE TRAIL

4. Coastal Update
   Paul Brazil, P.E., Director of Public Works

   a. Shoreline Condition Update

   b. Discussion of Long-Term Coastal Management Program Budget

   ACTION: CONSENSUS WAS TO CONTINUE WITH THE CURRENT PROGRAM

5. Authorize the Town Manager to Negotiate an Interlocal Agreement with the City of West Palm Beach for Rehabilitation of the Shared Wastewater Force Main from I-95 and North Congress Avenue to the East Central Regional Wastewater Treatment Plant
   H. Paul Brazil, P.E., Director of Public Works

   ACTION: APPROVED

6. Update on the Planning Efforts for the Town Hall Square Celebration
   TIME CERTAIN 1:00 P.M.
   Bill Bone, Palm Beach Centennial Commission Chairman

   ACTION: APPROVED THE FOLLOWING ACTIVITIES/ WAIVERS FOR THE CELEBRATION:

   - **PERMIT THE USE OF TROLLIES TO TRANSPORT RESIDENTS FROM THE NORTH AND SOUTH TO THE CELEBRATION**
   - **WAIVE PARKING FEES IN PHIPPS PARKING LOT AND PERMIT THIS LOT TO BE THE SOUTH END TROLLEY PICK UP POINT (NORTH END PICK UP**

LOCATION TO BE DETERMINED)

- **PERMIT PUBLIC PARKING IN THE WELLS FARGO BANK PARKING LOT AT THE CORNER OF COUNTY ROAD AND ROYAL PALM WAY (THE BANK HAS AGREED TO OFFER ITS LOT PENDING PERMISSION BY THE TOWN.)**
- **CLOSE THE STREET ON SOUTH COUNTY ROAD FROM BRAZILIAN AVENUE TO AUSTRALIAN AVENUE IN BOTH DIRECTIONS AND CLOSE ONE LANE SOUTHBOUND AND NORTHBOUND FROM AUSTRALIAN AVENUE TO CHILEAN AVENUE FROM 7:00 A.M. TO 10:00 P.M. ON JANUARY 31, 2016**
- **PERMIT THE CONSUMPTION OF FOOD AND NON-ALCOHOLIC BEVERAGES AND THE VENDING OF COMMEMORATIVE ITEMS IN TOWN HALL SQUARE AND ON SIDEWALKS OUTSIDE LOCAL BUSINESSES ON JANUARY 31, 2016, DURING THE CELEBRATION**
- **PERMIT THE USE OF THE COUNCIL CHAMBERS FOR PRESENTATIONS ON HISTORY AND INFORMATION FOR THE PROPOSED TOWN-WIDE UTILITIES UNDERGROUNDING PROJECT, AND COVER THE COST OF ANY NECESSARY STAFF AS DETERMINED BY THE TOWN, TO OPEN THE COUNCIL CHAMBERS TO THE PUBLIC ON SUNDAY, JANUARY 31, 2016**
- **PERMIT BUSINESS OWNERS TOWN-WIDE TO PUT A COMMEMORATIVE STYLE POSTER DESCRIBING THE CELEBRATION AND DEPICTING MEMORIAL FOUNTAIN IN THEIR WINDOWS LEADING UP TO THE CLEBRATION**
- **PERMIT A CHAMPAGNE TOAST IN TOWN HALL SQUARE AT THE SATURDAY EVENING PREVIEW PARTY**

7. Appeal of Denial of Special Event Permit for the Proposed Eau Palm Beach Marathon
Thomas G. Bradford, Town Manager

ACTION: APPEAL DENIED

8. Appointment to Retirement Board of Trustees
William P. Hanes, Pension Administrator

ACTION: BRADFORD D. KAUFMAN WAS APPOINTED

AS A TOWN REPRESENTATIVE

XI. ORDINANCES

A. Second Reading

1. ORDINANCE NO. 27-2015 An Ordinance of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Rescinding Ordinance No. 19-2015 in its Entirety; Providing for Severability; Providing for Repeal of Ordinances in Conflict; Providing for Codification; Providing an Effective Date.
Susan A. Owens, MMC, Town Clerk
ACTION: ADOPTED

2. ORDINANCE NO. 28-2015 An Ordinance of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Amending the Town Code of Ordinances at Chapter 34, Elections, to Provide a New Article IV, Municipal Election Date and Election Qualifying Period for Years When the Town Holds its Municipal Elections Concurrently with Presidential Preference Primary Elections; Providing for a Run-Off Election if Necessary; Providing for an Adjustment in Terms; Directing the Town Clerk to Transmit a Certified Copy of this Ordinance to the Palm Beach County Supervisor of Elections; Providing for Severability; Providing for Repeal of Ordinances in Conflict; Providing for Codification; Providing an Effective Date.
Susan A. Owens, MMC, Town Clerk
ACTION: ADOPTED

3. ORDINANCE NO. 29-2015 An Ordinance of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Amending the Town Code of Ordinances at Chapter 70, Offenses, to Include a New Section 70-10 Entitled "Attachment of Hammocks or Other Objects To Public Property Prohibited"; Providing for Severability; Providing for Repeal of Ordinances in Conflict; Providing for Codification; Providing an Effective Date.
Kirk W. Blouin, Director of Public Safety
ACTION: ADOPTED

B. First Reading

1. ORDINANCE NO 30-2015 An Ordinance of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Amending the Town Code of Ordinances at Chapter 2, Administration; Article V, Code Enforcement; Division 3, Procedure; Section 2-439, Citation Fine Schedule, So As to Add Section 70-9 Relating to Sleeping, Camping in Public Places, Sleeping in Vehicle, and Section 70-10 Relating to

Attachment of Hammocks or Other Objects to Public Property, as Class II Violations; Adding Section 106-160, Under Chapter 106, Streets, Sidewalks and Other Public Places, Relating to Maintenance of Parkway Strips, as a Class I Violation; Providing for Severability; Providing for Repeal of Ordinances in Conflict; Providing for Codification; Providing an Effective Date.
John C. Randolph, Town Attorney

ACTION: APPROVED

XII. ANY OTHER MATTERS

The Following Items were Added to the Agenda:

A. Request for Clarification from the ORS Committee Regarding its Review of Chapter 66 of the Town Code and Landscaping Regulations for Public Properties

ACTION: DIRECTOR BRAZIL WAS DIRECTED TO REVIEW THE LANDSCAPING PROVISIONS OF CHAPTER 66 AND TO IDENTIFY ANY POTENTIAL ISSUES SHOULD THOSE REGULATIONS BE APPLIED TO PUBLIC PROPERTY AS WELL, AND TO REPORT BACK TO THE TOWN COUNCIL AT THE NEXT MEETING. FURTHER DIRECTION TO ORS WILL BE PROVIDED AFTER HIS REPORT.

B. Third-Party Analysis of Capital Projects

ACTION: NONE

C. Request for Temporary Relocation of the Bradley Park Town Holiday Tree

ACTION: TOWN ATTORNEY RANDOLPH WAS DIRECTED TO LOOK INTO THE MATTER AND PROVIDE A RECOMMENDATION AT THE NOVEMBER 12, 2015, TOWN COUNCIL MEETING

XIII. ADJOURNMENT

TOWN OF PALM BEACH

Town Council Meeting on: December 8, 2015

Section of Agenda

Consent - Other

Agenda Title

Request to Authorize the Ordinances, Rules, and Standards Committee to Study the Potential Regulation of Kite Boarding Along the Town's Shoreline

Presenter

Jay Boodheshwar, Deputy Town Manager

Supporting Documents

- **Memorandum Dated November 29, 2015, from Jay Boodheshwar, Deputy Town Manager**
- **Photos of Kite Boarding**

TOWN OF PALM BEACH

Information for Town Council Meeting on: December 8, 2015

To: Mayor and Town Council

Via: Thomas G. Bradford, Town Manager

From: Jay Boodheshwar, Deputy Town Manager

Re: Request to Authorize the Ordinance, Rules and Standards Committee to Study the Potential Regulation of Kite Boarding Along the Town's Shoreline

Date: November 29, 2015

STAFF RECOMMENDATION

Staff recommends Town Council authorize the Ordinance, Rules and Standards (ORS) Committee of the Town Council to study and potentially develop an ordinance to regulate kite boarding along the Town's shoreline.

GENERAL INFORMATION

Earlier this year, a resident in the south-end of the Town (adjacent to Kreusler Park) brought concerns to the attention of staff, relative to the safety of beach goers in the vicinity of active kite boarding. Although Chapter 74, Article II, Section 74-187 of the Town Code contains language regulating the operation of surfboards and skim boards, and other "similar devices" adjacent to public beaches, it does not specifically address the operation of kite boards.

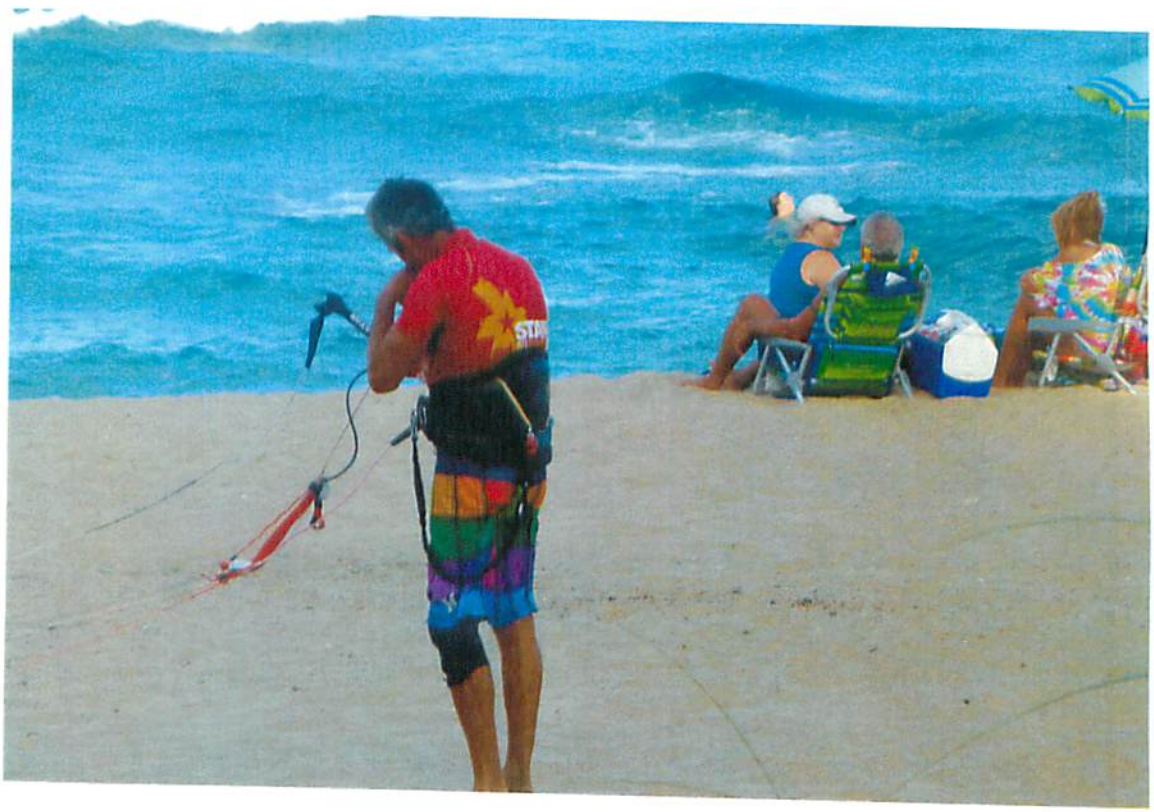
Code enforcement staff has already opined that kite boards would fall in the category of "other similar devices" referenced in 74-187, which are prohibited. However, this section of the Code does not address any other area along the Town's shoreline that is not adjacent to a public beach. Several neighboring coastal communities regulate kite boarding specifically and identify minimum distances operators must maintain from the shoreline to ensure safety of bathers and other beach goers. See attached photos of active kite boarders near bathers in the south end of the Town.

Section 74-187 of the Code would be the appropriate location to include language to address the operation of kite boards within the Town's jurisdiction. Once this matter is addressed by ORS it will come back to Town Council for review if the Committee recommends adoption of an ordinance to regulate this activity.

Attachment

cc: Kirk W. Blouin, Director of Public Safety
Daniel Szarszewski, Deputy Police Chief
Darrel Donatto, Deputy Fire-Rescue Chief

Nicholas Caristo, Police Lieutenant



TOWN OF PALM BEACH

Town Council Meeting on: December 8, 2015

Section of Agenda

Consent - Other

Agenda Title

Authorize the Town Manager to Execute a Decorative Lighting Maintenance Memorandum of Agreement with the Florida Department of Transportation for the Flagler Memorial Bridge Project

Presenter

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

Supporting Documents

- **Memorandum Dated November 18, 2015, from H. Paul Brazil, P.E., Director of Public Works**
- **FDOT MMOA**

TOWN OF PALM BEACH

Information for Town Council Meeting on: December 8, 2015

To: Mayor and Town Council

Via: Thomas G. Bradford, Town Manager

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

Re: Authorize the Town Manager to Execute a Decorative Lighting Maintenance Memorandum of Agreement with the Florida Department of Transportation for the Flagler Memorial Bridge Project

Date: November 18, 2015

STAFF RECOMMENDATION

Staff requests Town Council authorize the Town Manager to enter into a Decorative Lighting Maintenance Memorandum of Agreement (MMOA) with the Florida Department of Transportation (FDOT) on behalf of the Town for the Flagler Memorial Bridge Improvements Project.

GENERAL INFORMATION

As part of the FDOT Flagler Memorial Bridge Improvements, FDOT has agreed to include certain decorative lighting improvements as part of the scope of the project, as requested and negotiated with the Town. As part of the negotiations, the Town, in turn, agrees to maintain the decorative lighting, predominantly located along the Flagler Memorial Bridge/Royal Poinciana Way from the centerline of the Intracoastal Waterway channel to the intersection of Bradley Place/Cocoanut Row, while FDOT will continue to be responsible for maintenance of the roadway and hardscape portions of the project. The proposed agreement is consistent with those entered into in the past, specifically the most recent Southern Boulevard Bridge project.

FUNDING/FISCAL IMPACT

Funding for the maintenance of the decorative lighting under this agreement will continue to be contained within the Public Works annual operating budget.

TOWN ATTORNEY REVIEW

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

Attachment

cc: Eric Brown, P.E., Assistant Director of Public Works
William K. Francis, P.E., Town Engineer
Patricia Strayer, Senior Project Engineer

SECTION NO.:	**93060**
FM No.(s):	**412489-2-52-01**
COUNTY:	**Palm Beach**
S.R. No.:	**SR-A1A/Flagler Memorial Bridge**

FLORIDA DEPARTMENT OF TRANSPORTATION - DISTRICT FOUR
MAINTENANCE MEMORANDUM OF AGREEMENT (MMOA)

THIS AGREEMENT, made and entered into this _____ day of _____ 2015, by and between the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**, a component agency of the State of Florida, hereinafter called the **DEPARTMENT**, and **Town of Palm Beach**, a municipal corporation existing under the Laws of Florida, hereinafter called the **AGENCY**.

WITNESSETH:

WHEREAS, the **DEPARTMENT** has jurisdiction over State Road A1A / Flagler Memorial Bridge; and

WHEREAS, the **DEPARTMENT** seeks to install and have maintained by the **AGENCY** certain highway improvements; and

WHEREAS, as part of the continual updating of the State of Florida Highway System, the **DEPARTMENT**, for the purpose of safety, protection of the investment and other reasons, has constructed and does maintain State Road A1A / Flagler Memorial Bridge (within the limits of the **AGENCY**); and

WHEREAS, it is the intent of the **AGENCY** and the **DEPARTMENT** that the **AGENCY** shall maintain the specific elements constructed under Project Number 412489-2-52-01 to include, but not limited to, decorative color coated lighting fixtures and poles, bridge accent lighting, decorative handrail, Gateway Pylons / Lanterns, Historic Markers / Plaques and bridge surface paint; hereinafter called the **DECORATIVE FEATURES** to be installed along State Road A1A / Flagler Memorial Bridge beginning from the center of the bascule pier, Mile Post (M.P) 28.487 to Cocoanut Row, M.P. 28.112; and

WHEREAS, landscape and all other hardscape elements shall be maintained under a separate Agreement with the **AGENCY** and all amendments thereto; and

WHEREAS, the Project involves the scope of work as described within **Exhibit A (Project Location and Description), Exhibit B (Maintenance Limits and Details)** and **Exhibit C (Construction Drawings),** which will benefit the **AGENCY**; and

WHEREAS, the parties hereto mutually recognize the need for entering into an Agreement designation and setting forth the responsibilities of each party; and

WHEREAS, the **AGENCY** by Resolution No. _____ dated _____, 20___ attached hereto and by this reference made a part hereof, desires to enter into this Agreement and authorizes its officers to do so;

NOW THEREFORE, for and in consideration of the mutual benefits to flow each to the other, the parties covenant and agree as follows:

1. The recitals set forth above are true and correct and are deemed incorporated herein.

2. INSTALLATION OF FACILITIES

The **DEPARTMENT** has issued Project Number 412489-2-52-01 to reconstruct State Road State Road A1A / Flagler Memorial Bridge as detailed in **Exhibit A (Project Location and Description), Exhibit B (Maintenance Limits and Details)** and **Exhibit C (Construction Drawings),** which will benefit the **AGENCY**.

3. MAINTENANCE OF FACILITIES

A. The **AGENCY** agrees to maintain the improvements to be installed under Project Number 412489-2-52-01 within the limits of construction. Maintenance by the **AGENCY** will include repair, restoration, and general maintenance of all decorative or non-standard features within the limits of construction. Non-standard features are defined as items requested by the **AGENCY** that are not defined in the **DEPARTMENT'S** Design Standards. This includes the **DECORATIVE FEATURES** installed along State Road State Road A1A / Flagler Memorial Bridge beginning from the center of the bascule pier, Mile Post (M.P) 28.487 to Cocoanut Row, M.P. 28.112; and

1) The **AGENCY** shall be solely responsible for the maintenance and preservation of all **DECORATIVE FEATURES** within the limits of construction. The **AGENCY** shall inspect the colored coatings on a yearly basis. All Maintenance or restoration activities shall be performed in accordance with a Maintenance Plan, as approved by the **DEPARTMENT**, as per the requirements in **Exhibit D (Maintenance Plan Requirements).**

2) The above named functions to be performed by the **AGENCY** may be subject to periodic inspections by the **DEPARTMENT** at the discretion of the **DEPARTMENT**. Such inspection findings will be shared with the **AGENCY** and shall be the basis of all decisions regarding, reworking or AGREEMENT termination. The **AGENCY** shall not change or deviate from said plans without written approval of the **DEPARTMENT**.

3) The **AGENCY** shall be solely responsible for any damages to surrounding property, real estate, vehicles, pedestrians, attachments to the light poles, or other assets occurring as a result of coating operations and shall repair such damage to the satisfaction of the **DEPARTMENT** at no expense to the **DEPARTMENT**

4) Lighting assemblies and systems shall be maintained in such a manner as to prolong the life of the lighting fixture and prevent potential safety hazards. Lighting shall meet requirements for the sea turtle nesting and hatchling seasons. Lights may be required to be turned off if they fail to meet requirements of the law or violate the Endangered Species Act and other law.

B. It is understood and agreed by the parties that upon "final acceptance" (as that term is described in the Standard Specifications for Roadway and Bridge Construction, as amended by contract documents section 5-11) by the **DEPARTMENT** of the Project and Notice thereof to the **AGENCY**, the **AGENCY** shall be responsible for

maintenance of the Project in accordance with the following Federally and State accepted standards (current editions at the time of execution of this Agreement and any amendments hereafter) and all costs related thereto: (a) FDOT Plans Preparation Manual (PPM), (b) Florida Green Book, (c) Standard Specifications for Roadway and Bridge Construction, as amended, (d) FDOT Design Standards and (e) Manual on Uniform Traffic Control Devices (MUTCD).

C. If it becomes necessary to provide utilities (water/electricity) to these improvements, all costs associated with the utilities and/or bridge accent lighting including, but not limited to the impact and connection fees, and the on-going cost of utility usage for water and electrical, are the maintaining **AGENCY'S** responsibility.

1) The **AGENCY** shall be directly responsible for impact and connection

AND

2) The **AGENCY** shall become responsible for the above named ongoing utility costs upon final acceptance of the construction project (including the improvements) by the **DEPARTMENT** and thereafter.

AND

3) The **AGENCY** shall be responsible for all improvements immediately after final acceptance of the construction project by the **DEPARTMENT.**

D. The above named functions to be performed by the **AGENCY** may be subject to periodic inspections by the **DEPARTMENT** at the discretion of the **DEPARTMENT**. Such inspection findings will be shared with the **AGENCY** and shall be the basis of all decisions regarding, repayment, re-working or Agreement termination.

E. Any work impacting traffic flow on State Road State Road A1A / Flagler Memorial Bridge must be coordinated with the **DEPARTMENT**. Lane closures must be submitted for approval in accordance with **DEPARTMENT** procedures and policies and will meet the goals established in the **DEPARTMENT**'s Open Roads Policy.

4. NOTICE OF MAINTENANCE DEFICIENCIES

A. If, at any time while the terms of this AGREEMENT are in effect, it shall come to the attention of the **DEPARTMENT** that the **AGENCY's** responsibility as established herein or a part thereof is not being properly accomplished pursuant to the terms of this AGREEMENT, the **DEPARTMENT** may issue a written notice, that a deficiency or deficiencies exist(s), by sending a certified letter to the **AGENCY**, in care of the TOWN OF PALM BEACH MANAGER, to place the **AGENCY** on notice regarding its maintenance deficiencies. Thereafter, the **AGENCY** shall have a period of sixty (60) days within which to correct the citied deficiency or deficiencies. It said deficiencies are not corrected within the time period, the **DEPARTMENT** may, at its option, proceed under one or more or a combination of the following items:

1) The **DEPARTMENT** may repair any item or a number of items. Corrective actions will be performed with the **DEPARTMENT** and/or its independent contractor's materials, equipment and personnel. The actual cost for such work will be charged to the **AGENCY.**

2) The **DEPARTMENT** may remove or replace any item or number of items with the standard **DEPARTMENT** item. Corrective actions will be performed with the **DEPARTMENT** and/or its independent contractor's materials, equipment and personnel. The actual cost for such work will be charged to the **AGENCY.**

3) If there is no standard equivalent item or if in the **DEPARTMENT's** discretion the item is not necessary for the operations of the roadway, the **DEPARTMENT** may remove the item in its entirety and restore the area to a condition acceptable to the **DEPARTMENT.** Corrective actions will be performed with the **DEPARTMENT** and/or its independent contractor's materials, equipment and personnel. The actual cost for such work will be charged to the **AGENCY.**

4) At the discretion of the **DEPARTMENT**, terminate the Agreement in accordance with Paragraph 6 of this Agreement and remove, by the **DEPARTMENT** or its Contractor's personnel, all of the improvements installed under this Agreement and charge the **AGENCY** the reasonable cost of such removal.

5. FUTURE DEPARTMENT IMPROVEMENTS

It is understood between the parties hereto that the improvements covered by this Agreement may be removed, relocated or adjusted at any time in the future as determined to be necessary by the **DEPARTMENT** in order that the adjacent state road be widened, altered or otherwise changed to meet with future criteria or planning of the **DEPARTMENT.**

6. AGREEMENT TERMINATION

This Agreement may be terminated under any one (1) of the following conditions:

1) By the **DEPARTMENT**, if the **AGENCY** fails to perform its duties under this Agreement, following ten (10) days written notice. The **AGENCY** shall reimburse the **DEPARTMENT** for any expenditures for the installation of said improvements and the cost to remove and or replace said improvement with the standard improvement or remove in its entirety.

2) By the **DEPARTMENT**, for refusal by the **AGENCY** to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the **AGENCY** in conjunction with this Agreement.

3) By the **DEPARTMENT** with a six (6) month written notice.

7. AGREEMENT TERM

The term of this Agreement commences upon execution by all parties. The term of this Agreement shall remain in effect for ninety-nine (99) years.

8. LIABILITY AND INSURANCE REQUIREMENTS

A. With respect to any of the **AGENCY'S** agents, consultants, sub-consultants, contractors, and/or sub-contractors, such party in any contract for the improvements shall agree to indemnify, defend, save and hold harmless the **DEPARTMENT** from all claims, demands, liabilities, and suits of any nature arising out of, because of or due to any intentional and/or negligent act or occurrence, omission or commission of such agents, consultants, sub consultants, contractors and/or subcontractors. The **AGENCY** shall provide to the **DEPARTMENT** written evidence of the foregoing upon the request of the **DEPARTMENT**. It is specifically understood and agreed that this indemnification clause does not cover or indemnify the **DEPARTMENT** for its own negligence.

B. In the event that **AGENCY** contracts with a third party to provide the services set forth herein, any contract with such third party shall include the following provisions:

1) **AGENCY'S** contractor shall at all times during the term of this Agreement keep and maintain in full force and effect, at contractor's sole cost and expense, Comprehensive General Liability with minimum limits of $1,000,000.00 per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability and Worker's Compensation insurance with minimum limits of $500,000.00 per Liability. Coverage must be afforded on a form no more restrictive that the latest edition of the Comprehensive General Liability and Worker's Compensation policy without restrictive endorsements, as filed by the Insurance Services Office and shall name the **DEPARTMENT** as an additional insured.

2) **AGENCY'S** contractor shall furnish **AGENCY** with Certificates of Insurance of Endorsements evidencing the insurance coverages specified herein prior to the beginning performance of work under this Agreement.

3) Coverage is not to cease and is to remain in full force and effect (subject to cancellation notice) until all performance required of **AGENCY'S** contractor is completed. All policies must be endorsed to provide the **DEPARTMENT** with at least thirty (30) days notice of cancellation and or/or restriction. If any of the insurance coverages will expire prior to the completion of work, copies of renewal policies shall be furnished at least (30) days prior to the date of expiration.

9. E-VERIFY REQUIREMENTS

The **AGENCY** shall

1) Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the **AGENCY** for the work performed under this AGREEMENT; and

2) Expressly require any contractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

10. This writing embodies the entire Agreement and understanding between the parties hereto and there are no other Agreements and understanding, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby except the Landscape Memorandum of Agreement(s) signed between the parties, as amended, as to all other improvements not specifically mentioned in this Agreement.

11. The **DEPARTMENT**, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The **DEPARTMENT** shall require a statement from the Comptroller of the **DEPARTMENT** that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one (1) year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the **DEPARTMENT** which are for an amount in excess of TWENTY FIVE THOUSAND DOLLARS ($25,000.00) and which have a term for a period of more than one year.

12. DISPUTES

The **DEPARTMENT'S** District Secretary shall decide all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of this Agreement, the prosecution or fulfillment of the service hereunder and the character, quality, amount and value thereof; and his decision upon all claims, questions and disputes shall be final and conclusive upon the parties hereto.

13. ASSIGNMENT

This Agreement may not be assigned or transferred by the **AGENCY** in whole or part without the consent of the **DEPARTMENT.**

14. LAWS GOVERNING

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The **AGENCY** agrees to waive forum and venue and the **DEPARTMENT** shall determine the forum and venue in which any dispute under this Agreement is decided.

15. NOTICES

Any and all notices given or required under this Agreement shall be in writing and either personally delivered with receipt acknowledgement or sent by certified mail, return receipt requested. All notices shall be sent to the following addresses.

If to the **DEPARTMENT:**

State of Florida Department of Transportation
Attention: District Maintenance Engineer
3400 West Commercial Blvd
Ft. Lauderdale, FL 33309-3421

If to the **AGENCY:**

Town of Palm Beach
Attention: Town Engineer
951 Okeechobee Road
West Palm Beach, FL 33401

16. LIST OF EXHIBITS

Exhibit A: Project Location and Description
Exhibit B: Maintenance Limits and Details
Exhibit C: Construction Drawings
Exhibit D: Maintenance Plan Requirements

SECTION NO.:	**93060**
FM No.(s):	**412489-2-52-01**
COUNTY:	**Palm Beach**
S.R. No.:	**SR-A1A/Flagler Memorial Bridge**

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first above written.

TOWN OF PALM BEACH

By: _____
Chairperson / Mayor / Manager

Attest: _____ (SEAL)
Clerk

Legal Approval

_____ _____
Attorney Date

SECTION NO.:	**93060**
FM No.(s):	**412489-2-52-01**
COUNTY:	**Palm Beach**
S.R. No.:	**SR-A1A/Flagler Memorial Bridge**

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first above written.

DEPARTMENT:

ATTEST:

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

_____
Executive Secretary
(SEAL)

By_____
Courtney Drummond, P.E., Director of Operations

Date: _____

Approval as to Form:

By _____
Dawn Raduano, District General Counsel

Date: _____

SECTION NO.:	**93060**
FM No.(s):	**412489-2-52-01**
COUNTY:	**Palm Beach**
S.R. No.:	**SR-A1A/Flagler Memorial Bridge**

EXHIBIT A

PROJECT LOCATION AND DESCRIPTION

Location:

- The improvements associated with this Agreement are located in the Town of Palm Beach, in Palm Beach County, Florida along State Road A1A / Flagler Memorial Bridge beginning from the center of the bascule pier, Mile Post (M.P) 28.487 to Cocoanut Row, M.P. 28.112.

Description of Work:

- Project Number 412489-2-52-01 to include installation of the **DECORATIVE FEATURES** as described in this Agreement.

It will be the responsibility of the **AGENCY** to maintain the **DECORATIVE FEATURES** described in this Agreement.

[The remainder of this page intentionally left blank.]

EXHIBIT B

MAINTENANCE LIMITS AND DETAILS

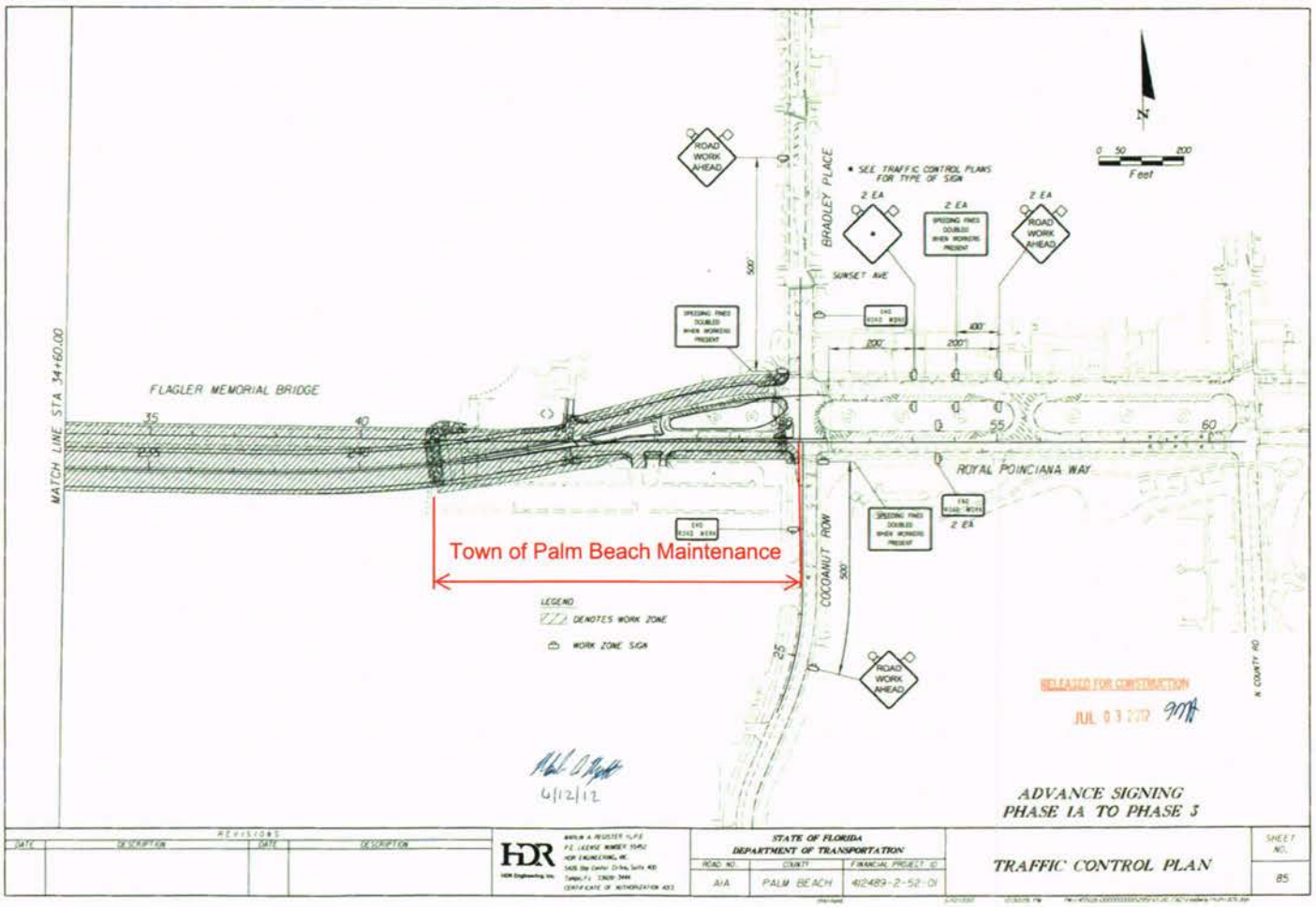
Maintenance Limits and Details:

- Please see Page 12 for Roadway Maintenance Limits and Details – Town of Palm Beach
- Please see Page 13 for Bridge Maintenance Limits and Details – Town of Palm Beach

It will be the responsibility of the **AGENCY** to maintain the **DECORATIVE FEATURES** described in this Agreement.

[The remainder of this page intentionally left blank.]

Roadway Maintenance Limits & Details -Town of Palm Beach



Bridge Maintenance Limits & Details - Town of Palm Beach

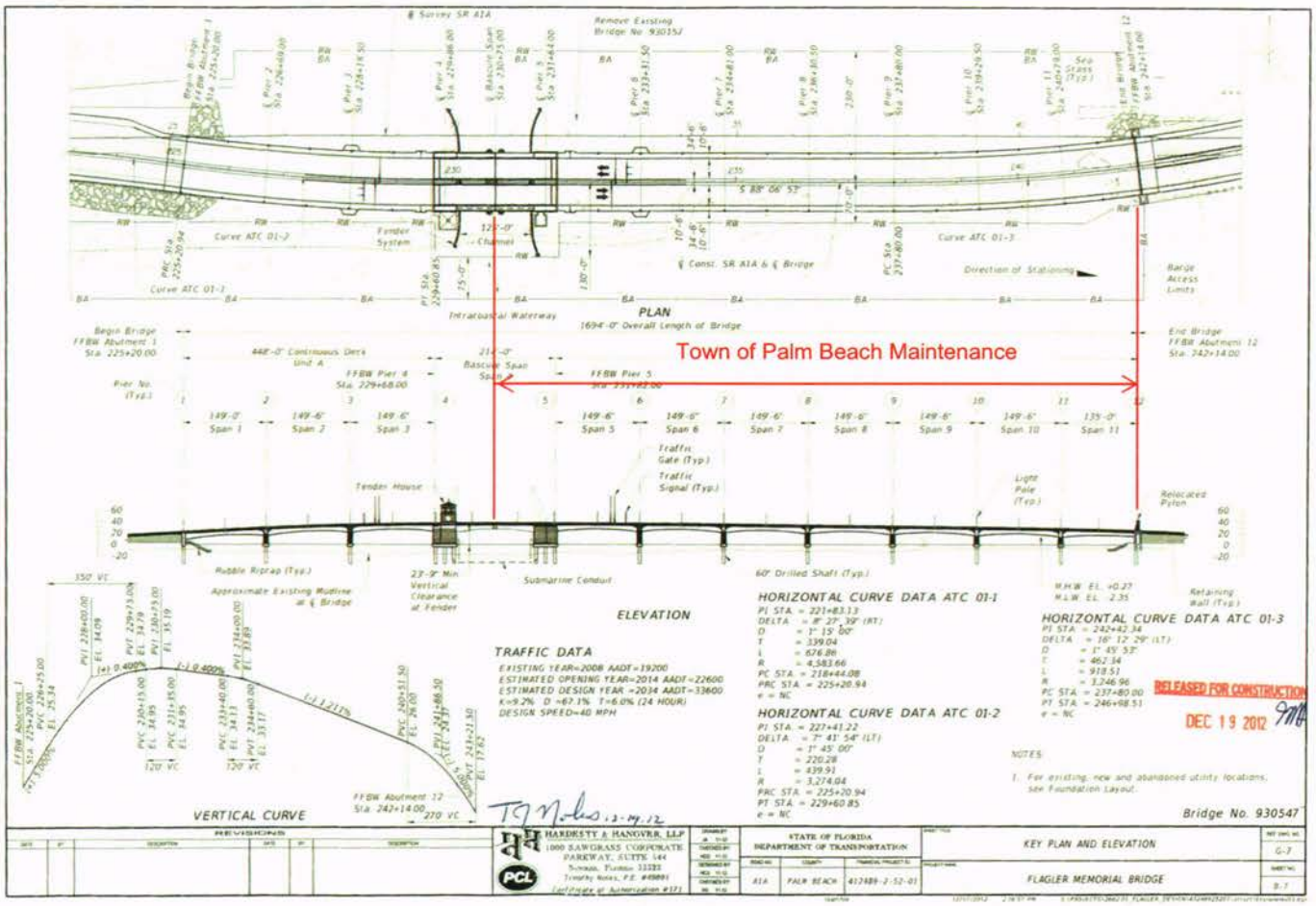


EXHIBIT C

CONSTRUCTION DRAWINGS

Construction Drawings prepared by HDR Engineering, Inc. dated July 3, 2012 (Released For Construction) as approved by the **DEPARTMENT**.

Construction Drawings (attached)

Sheets Included:

PDF Page Number (#)	Plan Sheet (#)	Sheet(s) Description
16	1	ROADWAY KEY SHEET
17	L-1	LIGHTING KEY SHEET
18	L-2	GENERAL NOTES
19	L-3	LEGEND AND DESIGN CRITERIA
20 - 21	L-4 - L-5	POLE DATA
22 - 30	L-6 - L-14	LIGHTING PLAN
31 - 33	L-15 - L-17	LUMINAIRE AND FOUNDATION DETAILS
34	L-18	SERVICE POINT DETAIL
35	L-19	SERVICE POINT SCHEDULES
36	A301	TENDER HOUSE ELEVATIONS
37	A302	ACCESS PLATFORM ELEVATIONS
38	A401	TYPICAL OVERLOOK PLAN AND ELEVATIONS
39	A402	EAST PYLON SITE PLAN
40	A403	EAST PYLONS ELEVATIONS
41	A404	EAST PYLONS ENLARGED ELEVATIONS
42	A521	RAILING DETAILS
43	B1-368	ACCENT LIGHTING

[The remainder of this page intentionally left blank.]

EXHIBIT D

MAINTENANCE PLAN REQUIREMENTS

The **AGENCY** shall submit to the **DEPARTMENT** a maintenance plan detailing the means and methods for accomplishing repairs to the colored coatings on decorative light fixtures and poles in accordance with all **DEPARTMENT** Standards, Procedures and Specifications. This plan must be submitted and approved by the **DEPARTMENT** prior to commencing any maintenance or repair activities. The plan should at minimum detail how the **AGENCY** will address the following:

1. Providing for continuous traffic control and necessary traffic control devices as required for the safe movement of traffic of vehicular and pedestrian traffic past the location of the structure being repaired for the duration of the repair in accordance with **DEPARTMENT** Standards, Procedures and Specifications.

2. Protection of adjacent surrounding property, real estate, vehicles, pedestrians, attachments to the light poles, or other assets during the preparation and recoating of surfaces.

3. Containment of debris or materials used in or resulting from the repair

After the maintenance plan is approved, the **AGENCY** shall submit a work plan to the **DEPARTMENT** for approval prior to each repair to be performed detailing:

1. The proposed date of the repair

2. The location of the repair

3. The nature of the repair

4. The materials to be used for the repair

5. The methods to be used for the repair

CONSTRUCTION CONTRACT NO. E4K92

COMPONENTS OF CONTRACT PLANS SET

ROADWAY PLANS
SIGNING AND PAVEMENT MARKING PLANS
SIGNALIZATION PLANS
LIGHTING PLANS
LANDSCAPE PLANS
ARCHITECTURAL PLANS
STRUCTURE PLANS
UTILITY RELOCATION PLANS

A DETAILED INDEX APPEARS ON THE KEY SHEET OF EACH COMPONENT

INDEX OF ROADWAY PLANS

SHEET NO.	SHEET DESCRIPTION
1	KEY SHEET
2-4	DRAINAGE MAP
5-5A	TYPICAL SECTIONS SR A1A
7	TYPICAL SECTIONS FLAGLER DRIVE
8	OPTIONAL MATERIALS TABULATION
9-9A	GENERAL NOTES
10-16	PLAN AND PROFILE SR A1A
17-18	PLAN AND PROFILE FLAGLER DRIVE
19-19B	SPECIAL DETAILS
20	INTERSECTION PLATEAU
21-34	DRAINAGE STRUCTURES SR A1A
35-40A	DRAINAGE STRUCTURES FLAGLER DRIVE
41	DRAINAGE STRUCTURES 6TH STREET
41A	DRAINAGE STRUCTURES 5TH STREET
42-47A	DRAINAGE DETAILS
47B	ROADWAY SOIL SURVEY
48-49	CROSS SECTION PATTERN
50-67	CROSS SECTIONS SR A1A
68-72E	CROSS SECTIONS FLAGLER DRIVE
73-74	STORMWATER POLLUTION PREVENTION PLAN
75-172C	TRAFFIC CONTROL PLAN
173-181	UTILITY ADJUSTMENTS
182-193	SUMMARY OF VERIFIED UTILITIES

GOVERNING STANDARDS AND SPECIFICATIONS:
FLORIDA DEPARTMENT OF TRANSPORTATION,
DESIGN STANDARDS DATED 2011,
AND STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION DATED 2010,
AS AMENDED BY CONTRACT DOCUMENTS.

APPLICABLE DESIGN STANDARDS MODIFICATIONS: 07-01-2010

For Design Standards Modifications click on "Design Standards" at the following web site:
http://www.dot.state.fl.us/roadsign/

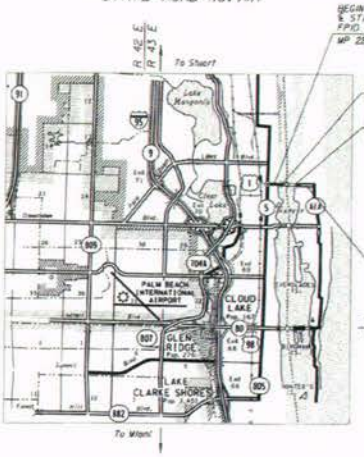
RELEASED FOR CONSTRUCTION
JUL 03 2012

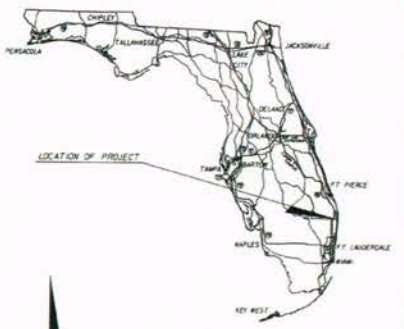
REVISIONS

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

CONSTRUCTION PLANS

FINANCIAL PROJECT ID 412489-2-52-01
(FEDERAL FUNDS)
PALM BEACH COUNTY (93060)
STATE ROAD NO. A1A





NOTE: THE SCALE OF THESE PLANS MAY HAVE CHANGED DUE TO REPRODUCTION.

RFC SUBMITTAL

ROADWAY SHOP DRAWINGS TO BE SUBMITTED TO:

DANIEL D. FORD, P.E.
HDR ENGINEERING, INC.
15450 NEW BARN ROAD, SUITE 304
MIAMI LAKES, FLORIDA 33014

ROADWAY PLANS PREPARED BY:

HDR ENGINEERING, INC.
15450 NEW BARN ROAD, SUITE 304
MIAMI LAKES, FLORIDA 33014
CONTRACT NO. E4K92
CERTIFICATE OF AUTHORIZATION NO. 4213
VENDOR NO. 41-0680568

PLANS PREPARED FOR: PCL

PLANS PREPARED BY: HDR

PROJECT LENGTH IS BASED ON ℄ OF CONSTRUCTION

LENGTH OF PROJECT	LINEAR FEET	MILES
ROADWAY	1805.74	0.341
BRIDGES	1694.00	0.321
NET LENGTH OF PROJECT	3497.74	0.662
EXCEPTIONS	N/A	N/A
GROSS LENGTH OF PROJECT	3497.74	0.662

FDOT PROJECT MANAGER: JAMES HUGHES, P.E.

KEY SHEET REVISIONS		
DATE	BY	DESCRIPTION

ROADWAY PLANS ENGINEER OF RECORD: DANIEL D. FORD, P.E.
P.E. NO. 62079
6-22-12

FISCAL YEAR	SHEET NO.
10	1

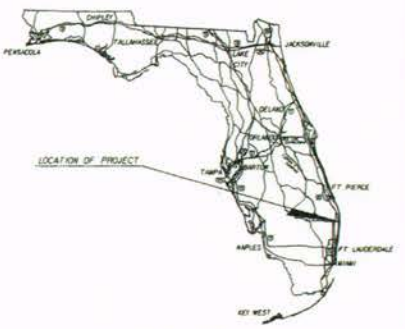
CONSTRUCTION CONTRACT NO. E4K92

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

CONTRUCTION PLANS

FINANCIAL PROJECT ID 412489-2-52-01
(FEDERAL FUNDS)
PALM BEACH COUNTY (93060)
STATE ROAD NO. A1A

LIGHTING PLANS



INDEX OF LIGHTING PLANS

SHEET NO.	SHEET DESCRIPTION
L-1	KEY SHEET
L-2	GENERAL NOTES
L-6 THRU L-14	LIGHTING PLAN
L-16	SERVICE POINT DETAIL
L-4 THRU L-5	POLE DATA
L-3	LEGEND AND DESIGN CRITERIA
L-15 THRU L-17	LUMINAIRE AND FOUNDATION DETAILS
L-18	SERVICE POINT DETAIL
L-19	SERVICE POINT SCHEDULES

LIGHTING SHOP DRAWINGS
TO BE SUBMITTED TO:

DANIEL D. FORD, P.E.
HDR ENGINEERING, INC.
15450 NEW BARN RD, STE. 304
MIAMI LAKES, FLORIDA 33014

LIGHTING PLANS PREPARED BY:

HDR ENGINEERING, INC.
15450 NEW BARN ROAD, SUITE 304
MIAMI LAKES, FLORIDA 33014
CONTRACT NO. E4K92
CERTIFICATE OF AUTHORIZATION NO. 4213
VENDOR NO. 47-0680568

RFC SUBMITTAL

RELEASED FOR CONSTRUCTION
MAR 19 2013

NOTE: THE SCALE OF THESE PLANS MAY HAVE CHANGED DUE TO REPRODUCTION.

JOSE A GONZALEZ
LICENSE
No 58896
STATE OF FLORIDA
3/14/13
PROFESSIONAL ENGINEER

KEY SHEET REVISIONS		
DATE	BY	DESCRIPTION

LIGHTING PLANS
ENGINEER OF RECORD: JOSE A. GONZALEZ, P.E.
P.E. NO.: 58896

REVISIONS

FDOT PROJECT MANAGER: JAMES HUGHES, P.E.

FISCAL YEAR	SHEET NO.
10	L-1

LIGHTING GENERAL NOTES

1. THE MAINTAINING AGENCY FOR THE ROADWAY LIGHTING SYSTEM WEST OF THE CENTER OF THE BRIDGE IS THE CITY OF WEST PALM BEACH, EAST TO THE CENTER OF THE BRIDGE IS THE TOWN OF PALM BEACH, AND FDOT FOR THE FIXTURES ON THE BASCULE LEAVES.

2. ANY NAVD-88 MONUMENT WITHIN THE LIMITS OF CONSTRUCTION IS TO BE PROTECTED. IF IN DANGER OF DAMAGE, THE PROJECT ENGINEER SHALL NOTIFY:
   GEODETIC INFORMATION CENTER
   ATTN: MARK MAINTENANCE SECTION
   ATTN: N/CG-162
   6001 EXECUTIVE BOULEVARD
   ROCKVILLE, MARYLAND 20852
   TELEPHONE NO. (301) 443-8319

3. ANY PUBLIC LAND CORNER WITHIN THE LIMITS OF CONSTRUCTION IS TO BE PROTECTED. IF A CORNER MONUMENT IS IN DANGER OF BEING DESTROYED AND HAS NOT BEEN PROPERLY REFERENCED, THE PROJECT ENGINEER SHOULD NOTIFY THE DISTRICT SURVEYOR WITHOUT DELAY BY TELEPHONE. CALL BOB HUGHAN AT 954 777-4556.

4. FOR UTILITY ADJUSTMENT SYMBOLS SEE INDEX NO. 002.

5. THE LOCATION OF THE UTILITIES SHOWN IN THE PLANS ARE APPROXIMATE. THE EXACT LOCATION SHALL BE DETERMINED BY THE CONTRACTOR AND THE UTILITY OWNERS DURING CONSTRUCTION.

6. THE CONTRACTOR IS TO USE CAUTION WHEN WORKING IN OR AROUND AREAS OF OVERHEAD TRANSMISSION LINES OR UNDERGROUND UTILITIES.

7. THE CONTRACTOR SHALL NOTIFY UTILITY OWNERS THROUGH SUNSHINE ONE CALL OF FLORIDA INC. (1-800-432-4770) AND UTILITY OWNERS LISTED BELOW 48 HOURS (2 FULL WORKING DAYS) IN ADVANCE OF BEGINNING CONSTRUCTION ON THE JOB SITE

UTILITY OWNERS:

COMPANY	CONTACT PERSON	TELEPHONE NUMBER
AT&T/BELL SOUTH TELECOMMUNICATIONS	BOB LOWEN	(561) 357-6615
FLORIDA POWER & LIGHT DISTRIBUTION	JORGE I. SANCHEZ	(561) 616-1612
FLORIDA PUBLIC UTILITIES	CHRIS CANNO	(561) 838-1773
COMCAST CABLE	STEVEN ROSA	(561) 454-5851
TOWN OF PALM BEACH SEWER	DOUG TERRY	(561) 838-5440
TOWN OF PALM BEACH TRAFFIC AND STREET LIGHTING	BRETT MADISON	(561) 838-5440
WEST PALM BEACH SEWER AND WATER	BRIAN MOREE	(561) 494-1098
PALM BEACH COUNTY TRAFFIC	TRAFFIC OPERATIONS SUPERINTENDENT	(561) 233-3900
WEST PALM BEACH TRAFFIC	BRIAN COLLINS	(561) 494-1076
FDOT TRANSPORTATION STATISTICS OFFICE	WALTON (KIP) JONES	(850) 414-4726

CALL 48 HOURS BEFORE YOU DIG
IT'S THE LAW!
1-800-432-4770
SUNSHINE STATE ONE CALL OF FLORIDA, INC.

RELEASED FOR CONSTRUCTION
MAR 19 2013

8. SEVEN COPIES OF SHOP DRAWINGS AND DESIGN DATA SHALL BE SUBMITTED TO THE ENGINEER OF RECORD WITH A COPY OF THE SUBMITTAL LETTER SENT TO THE DEPARTMENT'S RESIDENT CONSTRUCTION ENGINEER IN CHARGE OF THE PROJECT. ALLOW A 21 DAY TURNAROUND FOR SUBMITTALS.

9. PRIOR TO ANY EQUIPMENT ORDER, THE CONTRACTOR SHALL SUBMIT FOR APPROVAL, EQUIPMENT SPECIFICATIONS OR DESIGN DATA FOR MATERIAL PROPOSED FOR THE PROJECT AND SHALL INCLUDE BUT NOT BE LIMITED TO:
   A) LUMINAIRE AND LUMINAIRE PHOTOMETRICS. SUBMITTAL SHALL INCLUDE A COMPUTER PRINTOUT SHOWING HORIZONTAL FOOT-CANDLE LEVELS TO BE OBTAINED USING THE SUBMITTED LUMINAIRES ON THE PROJ
   B) CONDUCTORS, CONDUIT, GROUND RODS AND PULL BOXES.
   C) FUSES, FUSE HOLDERS, SURGE PROTECTORS, POLE CABLE DISTRIBUTION SYSTEM.
   D) LIGHTING POLES INCLUDING ARMS.
   E) FOUNDATIONS.
   F) COPIES OF ALL WARRANTIES FROM THE MANUFACTURER.
   G) SERVICE POINT LOAD CENTERS.

10. ANY EXISTING LOOP WIRES AND INTERCONNECT CABLES DAMAGED DURING CONSTRUCTION SHALL BE REPLACED BY THE CONTRACTOR AT HIS EXPENSE.

11. HANDHOLE COVERS FOR POLES AND TRANSFORMER BASES SHALL BE LOCATED OPPOSITE FROM DIRECTION APPROACHING TRAFFIC (OR OPPOSITE SIDE FROM ROADWAY).

12. PULL AND JUNCTION BOXES SIZES SHALL MEET THE REQUIREMENTS OF THE LATEST EDITION OF THE NATIONAL ELECTRICAL CODE (NFPA 70).

JOSE A GONZALEZ
LICENSE
No 58896
STATE OF
FLORIDA
PROFESSIONAL ENGINEER
3/14/13

13. THE WIRES AT THE POLE HANDHOLES AND PULL BOXES SHALL BE LOOPED IN THE POLE AND PULL BOXES WITH SUFFICIENT LENGTH TO COMPLETELY REMOVE CONNECTORS AND SPLICES 1 FT. OUTSIDE OF THE HANDHOLE AND PULL BOXES TO MAKE CONNECTIONS AND SPLICES ACCESSIBLE FOR CHANGING FUSES AND TROUBLESHOOTING THE SYSTEM. ALL CONDUCTORS SHALL BE CONTINUOUSLY COLORED, WITH WHITE FOR NEUTRAL AND GREEN FOR EQUIPMENT GROUND.

14. SPECIAL ATTENTION IS DIRECTED TO THE STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, DATED 2010, FOR LABELING OF EQUIPMENT AND TRANSFER OF WARRANTIES.

15. THE CONTRACTOR SHALL MEASURE THE GROUND ROD RESISTANCE AT EACH POLE, PULL BOX AND SERVICE POINT. THE RESISTANCE SHALL BE RECORDED AND A COPY GIVEN TO THE PROJECT ENGINEER FOR HIS RECORD. THE COST OF SUCH WORK IS INCIDENTAL TO THE LIGHT POLE, PULL BOX, AND/OR SERVICE POINT PAY ITEM.

16. THE CONTRACTOR SHALL TEST ALL WIRING AND CONNECTIONS FOR CONTINUITY AND GROUNDS. THE CONTRACTOR SHALL DEMONSTRATE SAME BY MEGGER TEST WHEN DIRECTED BY THE ENGINEER. TEST SHALL BE PERFORMED BEFORE CONNECTION TO BALLAST. THE INSULATION RESISTANCE TEST SHALL INDICATE FAULTY INSULATION, IF ANY, THE CONTRACTOR SHALL LOCATE THE POINTS OF SUCH INSULATION, PULL THE CONDUCTOR AT FAULT, AND REPLACE SAME WITH NEW, AT HIS EXPENSE. THE ELIMINATION OF SUCH FAULT SHALL BE DEMONSTRATED BY FURTHER TESTING. COST OF SUCH WORK IS INCIDENTAL TO PAY ITEMS PER CONDUCTOR.

17. IDENTIFICATION PLATES ARE TO BE INSTALLED ON ALL POLES. PLATES SHALL CONTAIN THE FOLLOWING INFORMATION: CIRCUIT NUMBER AND POLE NUMBER AS SHOWN ON THE POLE DATA SHEETS (L-4 AND L-5). IDENTIFICATION PLATES SHALL BE PLACED AT THE FRONT OF POLE. COST OF SUCH ITEM IS INCIDENTAL TO PAY ITEMS PER LIGHT POLES.

18. THE CONTRACTOR SHALL MAINTAIN FOUR COMPLETE SETS OF AS-BUILT PLANS INDICATING ALL CHANGES AND DEVIATIONS FROM PROPOSED CONSTRUCTION. USE COLOR PEN OR PENCIL TO MARK CHANGES AT TIME OF EXECUTION.

19. LOCATION OF PULL BOXES, GROUND RODS AND CONDUITS, WHICH ARE IN CONFLICT WITH UTILITIES AND TRAFFIC SIGNAL SYSTEM COMMUNICATION CABLES MAY BE ADJUSTED AS DIRECTED BY THE ENGINEER. POLE LOCATIONS MAY BE ADJUSTED WITHIN THE ROW 5.0 FT LEFT OR RIGHT, IF MORE ADJUSTMENT IS NEEDED, CONTACT THE ENGINEER OF RECORD.

20. THE CONTRACTOR SHALL USE CAUTION IN ERECTING NEW LIGHT POLES SO AS TO NOT DAMAGE THE OVERHEAD FEEDS FOR EXISTING POLES. ONCE NEW POLES ARE IN OPERATION EXISTING POLES, AND OVERHEAD FEEDS, MAY BE REMOVED.

21. THE CONTRACTOR SHALL CONTACT THE TREASURE COAST OPERATIONS SIGNALIZATION/LIGHTING COORDINATOR FOR ALL ROADWAY LIGHTING INSPECTIONS 48 HOURS IN ADVANCE OF INSPECTION, AT (772) 465-7396, AND TO PALM BEACH OPERATIONS AT (561) 432-4966.

22. ALL GROUND CONECTIONS TO GROUNDING ELECTRODES SHALL BE PROVIDED BY EXOTHERMIC WELDING PROCESS (E.G. CAD-WELDS).

23. ALL HAND HOLES FOR POLES BEHIND GUARD RAIL SHALL BE ON THE SIDE OF THE POLE OPPOSITE THE FLOW OF TRAFFIC FOR EASY ACCESS.

24. ALL CONSTRUCTION AND MATERIALS ARE REQUIRED TO MEET ALL THE APPLICABLE REQUIREMENTS OF THE NATIONAL ELECTRICAL CODE, THE NATIONAL ELECTRICAL SAFETY CODE, AND BE UL LISTED.

25. SCREW TYPE FOUNDATIONS ARE NOT ACCEPTABLE.

26. ADDITIONAL LIGHTING NOTES:
   A) CONDUCTOR QUANTITY INCLUDES AN ADDITIONAL 5% BEYOND THE LINEAR MEASURE.
   B) PULL BOX INCLUDES THE COST OF RESTORING SIDEWALK TO ITS ORIGINAL CONDITION AFTER COMPLETING THE INSTALLATION OF PULL BOX AND LIGHT POLES WITHIN SIDEWALK AREAS. PULL BOXES SHALL BE HEAVY DUTY TYPE CAPABLE OF WITHSTANDING A 20,000 LB. AXIAL LOAD WITH NON-METALLIC COVERS.
   C) THE LIGHT POLES ARMS, LUMINAIRES, AND BASES SHALL BE FACTORY PAINTED WITH PRIME PAINT AND FINISH PAINT, SHERWIN WILLIAMS ACROLON-CLASSIC BLACK OR APPROVED EQUAL. ALL THE COST ASSOCIATED SHALL BE COVERED BY THE PAY ITEMS. INCLUDES THE COST OF PAINTING POLE, ARM, LUMINAIRE AND BASES IF USED.
   D) THE CONTRACTOR SHALL DELIVER INTACT THE REMOVED DECORATIVE COMPLETE LIGHTING ASSEMBLIES EAST OF STA. 242+50 TO MAINTAINING AGENCY'S TRAFFIC OPERATIONS AT THE FOLLOWING ADDRESS. INCLUDES THE COST OF REMOVAL, DISASSEMBLY AND DELIVER OF THE REMOVED LIGHTING ASSEMBLIES.

   ADDRESS: TOWN OF PALM BEACH, 951 OLD OKEECHOBEE ROAD, WEST PALM BEACH, FLORIDA 33401.

   THE LIGHTING ASSEMBLIES REMOVED WEST OF STA. 242+50 WILL BECOME PROPERTY OF THE CONTRACTOR.

27. THE CONTRACTOR SHALL MAINTAIN THE EXISTING LIGHTING LEVELS DURING CONSTRUCTION UNTIL THE PROPOSED ROADWAY AND LIGHTING SYSTEM IS INSTALLED, TESTED, AND ACCEPTED.

28. PBC-TRAFFIC ITS FACILITIES (CONDUITS, PULL BOXES, ETC.) ARE TO REMAIN SEPARATE FROM AND INDEPENDENT OF THE PLANNED STREET LIGHTING FACILITIES. THERE ARE TO BE NO SHARED CONDUITS OR PULL BOXES BETWEEN THE TWO SYSTEMS.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

HDR Engineering, Inc.
JOSE A GONZALEZ, P.E.
P.E. LICENSE NUMBER 58896
HDR Engineering, Inc.
3405 Bay Center Drive, Suite 400
Tampa, FL 33609-3444
CERTIFICATE OF AUTHORIZATION 403

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
A1A	PALM BEACH	4128891-2-52-01

GENERAL NOTES

SHEET NO. L-2

3/7/2013

LEGEND	DESCRIPTION
	REMOVE EXISTING LIGHT POLE COMPLETE.
	EXISTING LIGHT POLE TO REMAIN.
	REMOVE EXISTING LIGHTING CONDUCTOR AND CONDUITS.
	REMOVE EXISTING OVERHEAD LIGHTING CONDUCTORS.
	REMOVE EXISTING LIGHTING PULL BOX/ JUNCTION BOX.
	JUNCTION BOX. TO BE SIZED BY CONTRACTOR PER NEC REQUIREMENTS. FOR JUNCTION BOX MOUNTING DETAILS REFER TO FDOT STANDARD INDEXES 410, 21210.
	PROPOSED PULL BOX WITH NON-METALLIC COVER SIZED BY CONTRACTOR PER NEC AND FDOT REQUIREMENTS.
	JUNCTION BOX EMBEDDED IN BRIDGE DECK FOR FUTURE LAKE TRAIL LIGHTING, SIZED BY CONTRACTOR PER NEC AND FDOT REQUIREMENTS
	PULL BOX FOR FUTURE LAKE TRAIL LIGHTING.
	PROPOSED LOAD CENTERS "A" AND "B" (LIGHTING AND RECEPTACLES) 120/ 240 VOLT, SINGLE PHASE, 3 WIRE, WITH SERVICE DISCONNECT AND FPL METER. CONTRACTOR SHALL COORDINATE WITH FPL FOR POWER SERVICE AND ASSOCIATED ISSUES PRIOR TO INSTALLATION.
	REMOVE EXISTING LOAD CENTER COMPLETE AND ALL ASSOCIATED ITEMS.
	2" PVC SCHEDULE 40 CONDUIT UNLESS OTHERWISE NOTED (UNDERGROUND) WITH #4-2-XLP CONDUCTORS INSIDE. EXTEND CONDUIT BEYOND EDGE OF PAVEMENT TO PULL BOXES. RUN ONE (1) COPPER GROUND CONDUCTOR (1#6 GREEN INSULATION) INSIDE CONDUIT WITH OTHER CONDUCTORS.
	2-2" SCHEDULE 40 PVC CONDUIT (EMBEDDED IN STRUCTURE), RUN #4#-2-XLP CONDUCTORS INSIDE. RUN ONE (1) COPPER GROUND CONDUCTOR (1#6 GREEN INSULATION) INSIDE CONDUIT WITH OTHER CONDUCTORS.
	2-2" HDPE CONDUITS, DIRECTIONAL BORED UNDER PAVEMENT WITH #4#-2-XLP CONDUCTORS INSIDE. EXTEND CONDUIT BEYOND EDGE OF PAVEMENT TO PULL BOXES. RUN ONE (1) COPPER GROUND CONDUCTOR (1#6) INSIDE CONDUIT WITH OTHERS CONDUCTORS.
	2-1" SCHEDULE 40 CONDUIT EMBEDDED IN BRIDGE DECK FOR FUTURE LAKE TRAIL LIGHTING.
	2-2" SCHEDULE 40 CONDUIT (UNDERGROUND) FOR FUTURE LAKE TRAIL LIGHTING.
	150 WATT PULSE START METAL HALIDE, HORIZONTAL CUTOFF, TYPE III LUMINAIRE WITH 13,500 LUMEN OUTPUT. CONTRACTOR SHALL ENSURE THAT BACK OR HOUSE SHIELD(S) ARE INSTALLED INSIDE ALL LUMINAIRE(S) ASSEMBLY. INTEGRAL HIGH POWER FACTOR CORE AND COIL TYPE BALLAST WIRED FOR 240 VOLT OPERATION. POLE MOUNTING HEIGHT 22'-1" WITH 4' ARM EXCEPT POLE NOS. 35, 37, 38, AND 40 THAT WILL HAVE 2' ARMS. BRIDGE MOUNTED WITH VIBRATION DAMPER AND POLE CABLE DISTRIBUTION SYSTEM PER FDOT STANDARD INDEX NO. 17500. USE SPRING CITY ELECTRICAL MANUFACTURING IES CURVE NUMBER "EDG-HC3-PPLO" OR APPROVED EQUAL. GFCI RECEPTACLE ON LIGHT POLE, WITH FUSE AND SURGE PROTECTION AS REQUIRED. MAXIMUM CAPACITY IS 175 W. POLE NOS. 33, 35, 36, 37, 38, 39, 40, AND 42 BALLASTS SHALL BE WIRED FOR 208V OPERATION. INCLUDE JUNCTION BOX FOR SPLICING AND TO HOUSE FUSES AND SURGE PROTECTIVE DEVICES.

LEGEND	DESCRIPTION
	150 WATT PULSE START METAL HALIDE, HORIZONTAL CUTOFF, TYPE III LUMINAIRE WITH 13,500 LUMEN OUTPUT. CONTRACTOR SHALL ENSURE THAT BACK OR HOUSE SHIELD(S) ARE INSTALLED INSIDE ALL LUMINAIRE(S) ASSEMBLY. INTEGRAL HIGH POWER FACTOR CORE AND COIL TYPE BALLAST WIRED FOR 240 VOLT OPERATION. POLE MOUNTING HEIGHT 22'-1" WITH 4' ARM AND BREAK AWAY SYSTEM. USE SPRING CITY ELECTRICAL MANUFACTURING IES CURVE NUMBER "EDG-HC3-PPLO" OR APPROVED EQUAL. GFCI RECEPTACLE ON LIGHT POLE MAXIMUM CAPACITY IS 175 W. WITH FUSE AND SURGE PROTECTION. GROUND MOUNT POLE INCLUDES CONCRETE APRON, PULL BOX, BREAK AWAY SYSTEM, AND POLE CABLE DISTRIBUTION SYSTEM PER FDOT STANDARD INDEX NO. 17500. POLES MOUNTED BEHIND THE SIDEWALK DO NOT REQUIRE CONCRETE APRON AND THE PULL BOX SHALL BE INSTALLED ON THE SIDEWALK IN-LINE WITH THE BACK EDGE.
	150 WATT PULSE START METAL HALIDE, HORIZONTAL CUTOFF, TYPE III LUMINAIRE WITH 13,500 LUMEN OUTPUT. CONTRACTOR SHALL ENSURE THAT BACK OR HOUSE SHIELD(S) ARE INSTALLED INSIDE ALL LUMINAIRE(S) ASSEMBLY. INTEGRAL HIGH POWER FACTOR CORE AND COIL TYPE BALLAST WIRED FOR 240 VOLT OPERATION. POLE MOUNTING HEIGHT 22'-1" WITH 4' ARM. USE SPRING CITY ELECTRICAL MANUFACTURING IES CURVE NUMBER "EDG-HC3-PPLO" OR APPROVED EQUAL. GFCI RECEPTACLE ON LIGHT POLE MAXIMUM CAPACITY IS 175 W. WITH FUSE AND SURGE PROTECTION. MOUNTED ON TOP OF THE ISOLATION WALL INCLUDING PULL BOX INSTALLED ON SIDEWALK IN-LINE WITH BACK EDGE AND POLE CABLE DISTRIBUTION SYSTEM PER FDOT STANDARD INDEX NO. 17500. SEE SHEET NO. L-15 TABLE FOR MOUNTING HEIGHT AND DETAILS
	150 WATT PULSE START METAL HALIDE, HORIZONTAL CUTOFF, TYPE III LUMINAIRE WITH 13,500 LUMEN OUTPUT. CONTRACTOR SHALL ENSURE THAT BACK OR HOUSE SHIELD(S) ARE INSTALLED INSIDE ALL LUMINAIRE(S) ASSEMBLY. INTEGRAL HIGH POWER FACTOR CORE AND COIL TYPE BALLAST WIRED FOR 240 VOLT OPERATION. POLE MOUNTING HEIGHT 22'-1" WITH 4' ARM. USE SPRING CITY ELECTRICAL MANUFACTURING IES CURVE NUMBER "EDG-HC3-PPLO" OR APPROVED EQUAL. GFCI RECEPTACLE ON LIGHT POLE MAXIMUM CAPACITY IS 175 W. WITH FUSE AND SURGE PROTECTION. MOUNTED ON RETAINING WALLS 1A AND 4A. INCLUDE JUNCTION BOX FOR SPLICING AND TO HOUSE POLE CABLE DISTRIBUTION SYSTEM PER FDOT STANDARD INDEX NO. 17500.
	150 WATT PULSE START METAL HALIDE, HORIZONTAL CUTOFF, TYPE III LUMINAIRE WITH 13,500 LUMEN OUTPUT. CONTRACTOR SHALL ENSURE THAT BACK OR HOUSE SHIELD(S) ARE INSTALLED INSIDE ALL LUMINAIRE(S) ASSEMBLY. INTEGRAL HIGH POWER FACTOR CORE AND COIL TYPE BALLAST WIRED FOR 240 VOLT OPERATION. POLE MOUNTING HEIGHT 22'-1" WITH 4' ARM. USE SPRING CITY ELECTRICAL MANUFACTURING IES CURVE NUMBER "EDG-HC3-PPLO" OR APPROVED EQUAL. GFCI RECEPTACLE ON LIGHT POLE MAXIMUM CAPACITY IS 175 W. WITH FUSE AND SURGE PROTECTION. MOUNTED ON RETAINING WALLS 1B, 2B, 3B, AND 4B. INCLUDE JUNCTION BOX FOR SPLICING AND TO HOUSE POLE CABLE DISTRIBUTION SYSTEM PER FDOT STANDARD INDEX NO. 17500.
	150 WATT PULSE START METAL HALIDE, HORIZONTAL CUTOFF, TYPE III LUMINAIRE WITH 13,500 LUMEN OUTPUT. CONTRACTOR SHALL ENSURE THAT BACK OR HOUSE SHIELD(S) ARE INSTALLED INSIDE ALL LUMINAIRE(S) ASSEMBLY. INTEGRAL HIGH POWER FACTOR CORE AND COIL TYPE BALLAST WIRED FOR 240 VOLT OPERATION. POLE MOUNTING HEIGHT 22'-1" WITH 4' ARM. USE SPRING CITY ELECTRICAL MANUFACTURING IES CURVE NUMBER "EDG-HC3-PPLO" OR APPROVED EQUAL. GFCI RECEPTACLE ON LIGHT POLE MAXIMUM CAPACITY IS 175 W. WITH FUSE AND SURGE PROTECTION. MOUNTED ON GRAVITY WALL. INCLUDE JUNCTION BOX FOR SPLICING AND TO HOUSE POLE CABLE DISTRIBUTION SYSTEM PER FDOT STANDARD INDEX NO. 17500.
	150 WATT PULSE START METAL HALIDE, HORIZONTAL CUTOFF, TYPE III LUMINAIRE WITH 13,500 LUMEN OUTPUT. CONTRACTOR SHALL ENSURE THAT BACK OR HOUSE SHIELD(S) ARE INSTALLED INSIDE ALL LUMINAIRE(S) ASSEMBLY. INTEGRAL HIGH POWER FACTOR CORE AND COIL TYPE BALLAST WIRED FOR 240 VOLT OPERATION. POLE MOUNTING HEIGHT 22'-1" WITH 4' ARM. USE SPRING CITY ELECTRICAL MANUFACTURING IES CURVE NUMBER "EDG-HC3-PPLO" OR APPROVED EQUAL. GFCI RECEPTACLE ON LIGHT POLE MAXIMUM CAPACITY IS 175 W. WITH FUSE AND SURGE PROTECTION. MOUNTED ON RETAINING WALLS 1B, 4B, 2A, 3A, AND 3B. INCLUDE JUNCTION BOX FOR SPLICING AND TO HOUSE POLE CABLE DISTRIBUTION SYSTEM PER FDOT STANDARD INDEX NO. 17500. MOUNT ON 4'-0" COLUMN. POLE HEIGHT IS THE SAME AS BRIDGE MOUNT LIGHTING ASSEMBLIES. SEE SHEET NO. L-15 FOR DETAILS.

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MAR 19 2013

JOSE A GONZALEZ LICENSE No 58886 STATE OF FLORIDA PROFESSIONAL ENGINEER
3/14/13

CONVENTIONAL LIGHTING DESIGN CRITERIA

A. DESIGN WIND SPEED 150 MPH

UNIFORMITY RATIO

B. AVERAGE TO MIN. 4:1 OR LESS
C. MAX TO MIN. 10:1 OR LESS
D. VEILING RATIO 0.3:1 OR LESS
E. AVERAGE INITIAL ILLUMINATION 1.5 H.F.C
F. DESIGN SPEED 40 MPH
G. AT THE FINAL INSPECTION THE CONTRACTOR SHALL VERIFY THE HORIZONTAL FOOT-CANDLE LEVELS ON THE ROADWAY WITHIN AN APPROVED CURRENT CALIBRATED LIGHT METER TO THE SATISFACTION OF THE PROJECT ENGINEER.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

HDR Engineering, Inc.
JOSE A GONZALEZ, P.E.
P.E. LICENSE NUMBER 58886
HDR Engineering, Inc.
5426 Bay Center Drive, Suite 400
Tampa, FL 33609-3444
CERTIFICATE OF AUTHORIZATION #00

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
A1A	PALM BEACH	4128891-2-52-01

LEGEND AND DESIGN CRITERIA

SHEET NO. L-3

POLE DATA

POLE NO.	CIRCUIT	STATION	DIST. OR ARM	LUMINAIRE WATTAGE	MOUNTING* HEIGHT	POLE OFFSET	PAY ITEM
1	A-1,3	STA. 215+90.6	4'	150	22'-1"	35.7' LT	
2	A-2,4	STA. 215+91.2	4'	150	22'-1"	38.1' RT	
3	A-1,3	STA. 216+42.7	4'	150	22'-1"	38.0' LT	
4	A-2,4	STA. 216+73.8	4'	150	22'-1"	49.0' RT	
5	A-1,3	STA. 217+54.6	4'	150	22'-1"	42.7' LT	
6	A-2,4	STA. 217+53.9	4'	150	22'-1"	42.7' RT	
7	A-1,3	STA. 218+36.5	4'	150	22'-1"	45.5' LT	
8	A-2,4	STA. 218+34.6	4'	150	22'-1"	42.7' RT	
9	A-1,3	STA. 219+18.6	4'	150	22'-1"	43.7' LT	
10	A-2,4	STA. 219+16.4	4'	150	22'-1"	42.7' RT	
11	A-5,7	STA. 221+34.2	4'	150	22'-1"	60.9' LT	
12	A-6,8	STA. 220+70.0	4'	150	22'-1"	55.3' RT	
13	A-5,7	STA. 222+18.6	4'	150	22'-1"	62.5' LT	
14	A-6,8	STA. 221+74.9	4'	150	22'-1"	50.2' RT	
15	A-5,7	STA. 222+97.6	4'	150	22'-1"	62.5' LT	
16	A-6,8	STA. 222+11.0	4'	150	22'-1"	50.0' RT	
17	A-5,7	STA. 223+66.8	4'	150	22'-1"	62.5' LT	
18	A-6,8	STA. 223+66.8	4'	150	22'-1"	50.0' RT	
19	A-5,7	STA. 224+40.8	4'	150	22'-1"	56.0' LT	
20	A-6,8	STA. 223+62.9	4'	150	22'-1"	50.0' RT	
21	A-5,7	STA. 225+21.3	4'	150	22'-1"	50.0' LT	
22	A-6,8	STA. 224+38.9	4'	150	22'-1"	50.0' RT	
23	A-5,7	STA. 225+94.6	4'	150	22'-1"	50.0' LT	
24	A-6,8	STA. 225+21.3	4'	150	22'-1"	50.0' RT	
25	A-5,7	STA. 226+69.0	4'	150	22'-1"	50.0' LT	
26	A-6,8	STA. 225+94.6	4'	150	22'-1"	50.0' RT	
27	A-5,7	STA. 227+43.8	4'	150	22'-1"	50.0' LT	
28	A-6,8	STA. 226+69.0	4'	150	22'-1"	50.0' RT	
29	A-5,7	STA. 228+18.5	4'	150	22'-1"	50.0' LT	
30	A-6,8	STA. 227+43.8	4'	150	22'-1"	50.0' RT	
31	A-5,7	STA. 228+93.0	4'	150	22'-1"	50.0' LT	
32	A-6,8	STA. 228+18.5	4'	150	22'-1"	50.0' RT	
33	XX	STA. 229+64.5	4'	150	22'-1"	50.3' LT	
34	A-6,8	STA. 228+93.0	4'	150	22'-1"	50.0' RT	
35	XX	STA. 230+38.0	2'	150	22'-1"	50.3' LT	
36	XX	STA. 229+64.5	4'	150	22'-1"	50.3' RT	
37	XX	STA. 231+12.0	2'	150	22'-1"	50.3' LT	
38	XX	STA. 230+38.0	2'	150	22'-1"	50.3' RT	
39	XX	STA. 231+85.5	4'	150	22'-1"	50.3' LT	
40	XX	STA. 231+12.0	2'	150	22'-1"	50.3' RT	
41	B-1,3	STA. 232+56.8	4'	150	22'-1"	50.0' LT	
42	XX	STA. 231+85.5	4'	150	22'-1"	50.3' RT	
43	B-1,3	STA. 233+31.5	4'	150	22'-1"	50.0' LT	
44	B-2,4	STA. 232+56.8	4'	150	22'-1"	50.0' RT	
45	B-1,3	STA. 234+06.3	4'	150	22'-1"	50.0' LT	
46	B-2,4	STA. 233+31.5	4'	150	22'-1"	50.0' RT	
47	B-1,3	STA. 234+81.0	4'	150	22'-1"	50.0' LT	
48	B-2,4	STA. 234+06.3	4'	150	22'-1"	50.0' RT	
49	B-1,3	STA. 235+55.8	4'	150	22'-1"	50.0' LT	
50	B-2,4	STA. 234+81.0	4'	150	22'-1"	50.0' RT	

* MOUNTING HEIGHT IS FROM THE LAMP CENTER TO THE ROADWAY SURFACE.

JOSE A GONZALEZ LICENSE No 58896 STATE OF FLORIDA PROFESSIONAL ENGINEER 3/14/13

RELEASED FOR CONSTRUCTION
MAR 19 2013

LEGEND:
XX - SEE SHEET L-9, NOTE 3.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

HDR Engineering, Inc.
JOSE A GONZALEZ, P.E. P.E. LICENSE NUMBER 58896
HDR Engineering, Inc. 5426 Bay Center Drive, Suite 400 Tampa, FL 33609-3444
CERTIFICATE OF AUTHORIZATION 4913

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
A1A	PALM BEACH	412489-2-52-01

POLE DATA

SHEET NO. L-4

POLE DATA

POLE NO.	CIRCUIT	STATION	DIST. OR ARM	LUMINAIRE WATTAGE	MOUNTING HEIGHT*	POLE OFFSET	PAY ITEM
51	B-1,3	STA. 236+30.5	4'	150	22'-1"	50.0' LT	
52	B-2,4	STA. 235+55.8	4'	150	22'-1"	50.0' RT	
53	B-1,3	STA. 237+06.3	4'	150	22'-1"	50.0' LT	
54	B-2,4	STA. 236+30.5	4'	150	22'-1"	50.0' RT	
55	B-1,3	STA. 237+80.0	4'	150	22'-1"	50.0' LT	
56	B-2,4	STA. 237+05.3	4'	150	22'-1"	50.0' RT	
57	B-1,3	STA. 238+54.8	4'	150	22'-1"	50.0' LT	
58	B-2,4	STA. 237+80.0	4'	150	22'-1"	50.0' RT	
59	B-1,3	STA. 239+29.5	4'	150	22'-1"	50.0' LT	
60	B-2,4	STA. 238+54.8	4'	150	22'-1"	50.0' RT	
61	B-1,3	STA. 240+04.3	4'	150	22'-1"	50.0' LT	
62	B-2,4	STA. 239+29.6	4'	150	22'-1"	50.0' RT	
63	B-1,3	STA. 240+78.0	4'	150	22'-1"	50.0' LT	
64	B-2,4	STA. 240+04.3	4'	150	22'-1"	50.0' RT	
65	B-1,3	STA. 241+46.3	4'	150	22'-1"	50.0' LT	
66	B-2,4	STA. 240+79.0	4'	150	22'-1"	50.0' RT	
67	B-1,3	STA. 242+24.5	4'	150	22'-1"	50.0' LT	
68	B-2,4	STA. 241+46.3	4'	150	22'-1"	50.0' RT	
69	B-1,3	STA. 242+95.0	4'	150	22'-1"	50.0' LT	
70	B-2,4	STA. 242+24.5	4'	150	22'-1"	50.0' RT	
71	B-1,3	STA. 243+70.6	4'	150	22'-1"	50.0' LT	
72	B-2,4	STA. 242+92.5	4'	150	22'-1"	50.0' RT	
73	B-5,7	STA. 244+53.4	4'	150	22'-1"	43.6' LT	
74	B-2,4	STA. 243+66.3	4'	150	22'-1"	52.0' RT	
75	B-5,7	STA. 245+48.4	4'	150	22'-1"	40.7' LT	
76	B-6,8	STA. 344+42.0	4'	150	22'-1"	42.4' RT	
77	B-5,7	STA. 246+27.5	4'	150	22'-1"	40.8' LT	
78	B-6,8	STA. 345+17.6	4'	150	22'-1"	38.7' RT	
79	B-5,7	STA. 247+10.3	4'	150	22'-1"	42.0' LT	
80	B-6,8	STA. 346+06.2	4'	150	22'-1"	41.9' RT	
81	B-5,7	STA. 247+74.4	4'	150	22'-1"	42.0' LT	
82	B-6,8	STA. 346+98.2	4'	150	22'-1"	32.4' RT	
83	B-5,7	STA. 248+46.0	4'	150	22'-1"	42.0' LT	
84	B-6,8	STA. 347+54.3	4'	150	22'-1"	36.4' RT	
85	B-5,7	STA. 249+06.8	4'	150	22'-1"	42.0' LT	
86	B-6,8	STA. 348+05.1	4'	150	22'-1"	37.7' RT	
87	B-5,7	STA. 249+92.0	4'	150	22'-1"	34.0' LT	
88	B-6,8	STA. 348+66.1	4'	150	22'-1"	37.6' RT	
89	B-5,7	STA. 250+23.1	4'	150	22'-1"	40.8' LT	
90	B-6,8	STA. 349+34.2	4'	150	22'-1"	33.0' RT	
91	B-5,7	STA. 250+13.7	4'	150	22'-1"	29.5' RT	
92	B-6,8	STA. 349+85.2	4'	150	22'-1"	33.0' RT	
93	A-6,8	STA. 107+03.2	4'	150	22'-1"	45.0' RT	
94	B-5,8	STA. 350+21.1	4'	150	22'-1"	13.7' LT	
95	A-6,8	STA. 107+79.4	4'	150	22'-1"	44.8' RT	
96	A-2,4	STA. 107+00.7	4'	150	22'-1"	34.7' LT	
97	A-6,8	STA. 108+62.4	4'	150	22'-1"	44.2' RT	
98	A-2,4	STA. 107+55.3	4'	150	22'-1"	33.2' LT	
99	A-6,8	STA. 109+45.8	4'	150	22'-1"	44.1' RT	
100	A-2,4	STA. 108+24.5	4'	150	22'-1"	33.9' LT	

POLE NO.	CIRCUIT	STATION	DIST. OR ARM	LUMINAIRE WATTAGE	MOUNTING HEIGHT*	POLE OFFSET	PAY ITEM
101	A-5,8	STA. 110+28.8	4'	150	22'-1"	44.1' RT	
102	A-2,4	STA. 108+85.7	4'	150	22'-1"	35.1' LT	
103	A-5,8	STA. 111+14.3	4'	150	22'-1"	44.2' RT	
104	A-2,4	STA. 109+49.8	4'	150	22'-1"	36.9' LT	
105	A-5,7	STA. 113+34.5	4'	150	22'-1"	51.8' RT	
106	A-2,4	STA. 110+17.8	4'	150	22'-1"	41.7' LT	
107	A-5,7	STA. 114+14.4	4'	150	22'-1"	43.7' RT	
108	A-2,4	STA. 110+73.8	4'	150	22'-1"	42.1' LT	
109	A-5,7	STA. 114+97.8	4'	150	22'-1"	43.8' RT	
110	A-2,4	STA. 219+61.8	4'	150	22'-1"	52.8' RT	
111	A-5,7	STA. 115+64.4	4'	150	22'-1"	43.6' RT	
112	A-1,3	STA. 219+98.3	4'	150	22'-1"	49.3' LT	
113	A-5,7	STA. 116+46.0	4'	150	22'-1"	36.4' RT	
114	A-1,3	STA. 112+58.6	4'	150	22'-1"	40.7' LT	
115	A-5,7	STA. 117+16.8	4'	150	22'-1"	32.5' RT	
116	A-1,3	STA. 113+40.5	4'	150	22'-1"	41.5' LT	
118	A-1,3	STA. 114+14.8	4'	150	22'-1"	41.0' LT	
120	A-1,3	STA. 115+02.1	4'	150	22'-1"	38.7' LT	
122	A-1,3	STA. 115+53.6	4'	150	22'-1"	38.1' LT	
124	A-1,3	STA. 116+56.3	4'	150	22'-1"	38.2' LT	
126	A-1,3	STA. 117+09.4	4'	150	22'-1"	37.2' LT	

JOSE A GONZALEZ LICENSE No 58896 STATE OF FLORIDA PROFESSIONAL ENGINEER

RELEASED FOR CONSTRUCTION

MAR 19 2013

* MOUNTING HEIGHT IS FROM THE LAMP CENTER TO THE ROADWAY SURFACE.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

HDR Engineering, Inc.

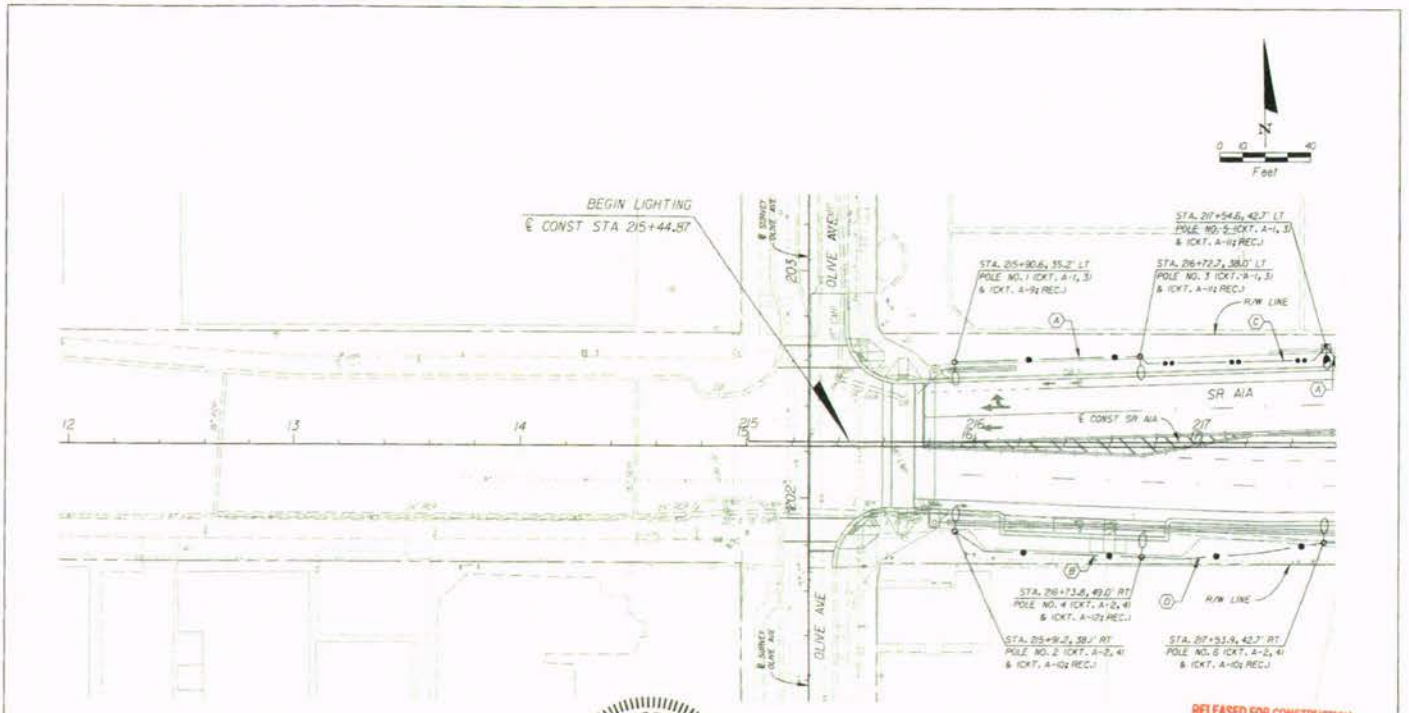
JOSE A GONZALEZ P.E. LICENSE NUMBER 58896
HDR Engineering, Inc.
5426 Bay Center Drive, Suite 400
Tampa, FL 33609-3444
CERTIFICATE OF AUTHORIZATION #00

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
N/A	PALM BEACH	4/2489-2-52-01

POLE DATA

SHEET NO. L-5



RELEASED FOR CONSTRUCTION
MAR 19 2013

JOSE A GONZALEZ
LICENSE
No 58896
STATE OF FLORIDA
PROFESSIONAL ENGINEER
3/14/13

LIGHTING CONDUCTOR/CIRCUIT LABELS

(A) 2-#6 AWG (CKT. A-1, 3± LIGHTING)
1-#6 AWG (CKT. A-9½ RECEPTACLE)
1-#6 AWG (RECEPTACLE NEUTRAL)
1-#6 AWG (GRD)

(B) 2-#6 AWG (CKT. A-2, 4± LIGHTING)
1-#6 AWG (CKT. A-10½ RECEPTACLE)
1-#6 AWG (RECEPTACLE NEUTRAL)
1-#6 AWG (GRD)

(C) 2-#6 AWG (CKT. A-1, 3± LIGHTING)
2-#6 AWG (CKTS. A-9 & A-11½ RECEPTACLES)
1-#6 AWG (RECEPTACLE NEUTRAL)
1-#6 AWG (GRD)

(D) 2-#6 AWG (CKT. A-2, 4± LIGHTING)
2-#6 AWG (CKTS. A-10 & A-12½ RECEPTACLES)
1-#6 AWG (RECEPTACLE NEUTRAL)
1-#6 AWG (GRD)

NOTES

1. ABOVE GROUND CONDUITS AND CONDUCTORS SHOULD BE PROVIDED WHERE NECESSARY BY CONTRACTOR, IF FEASIBLE TO SHOW SAME IN PLAN VIEW.
2. CONTRACTOR SHALL COORDINATE POWER TO ANY EXISTING LIGHT POLES ADJACENT TO PROJECT LIMITS AND BEING SERVED BY EXISTING LOAD CENTERS CALLED FOR REMOVAL.

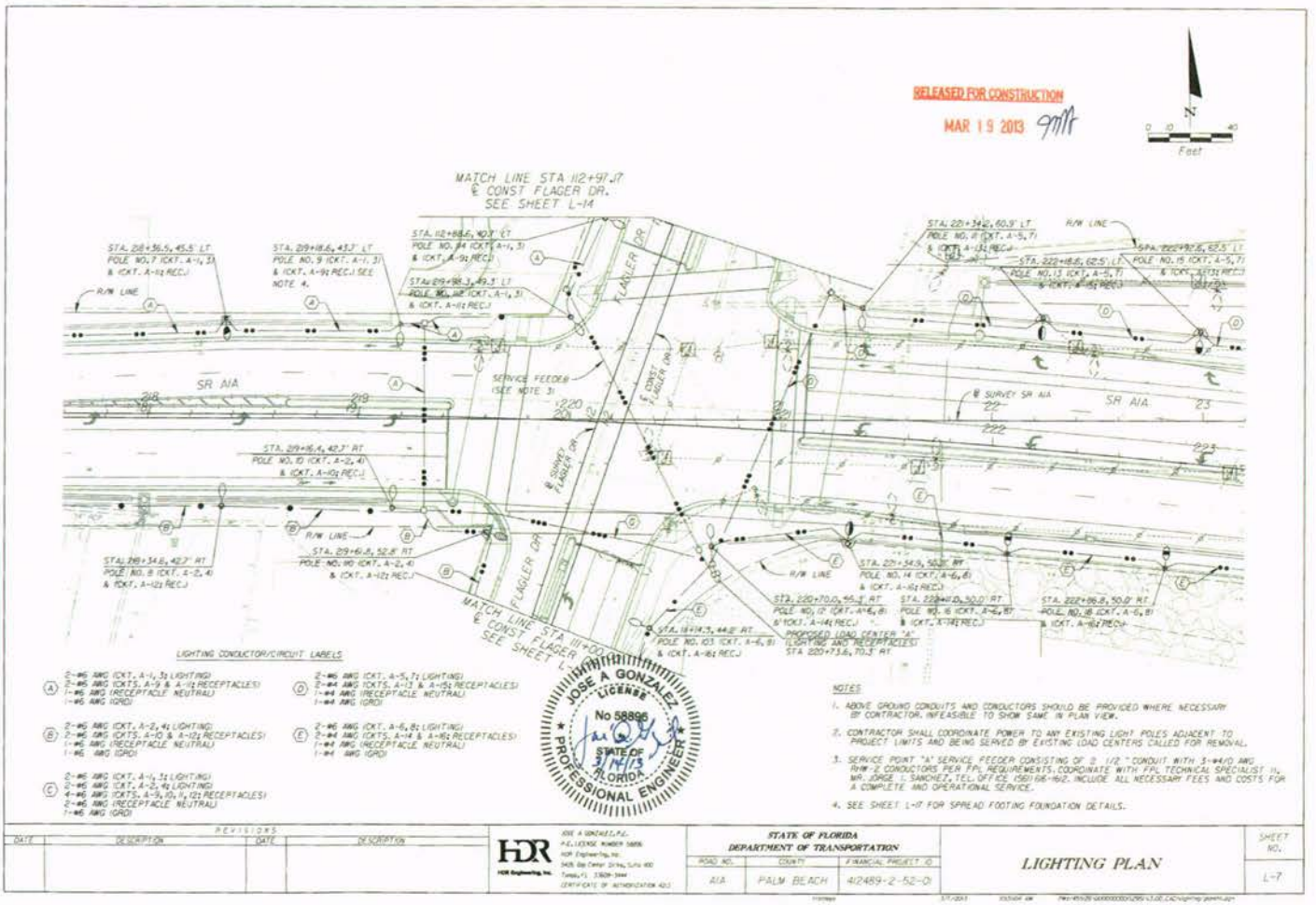
REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

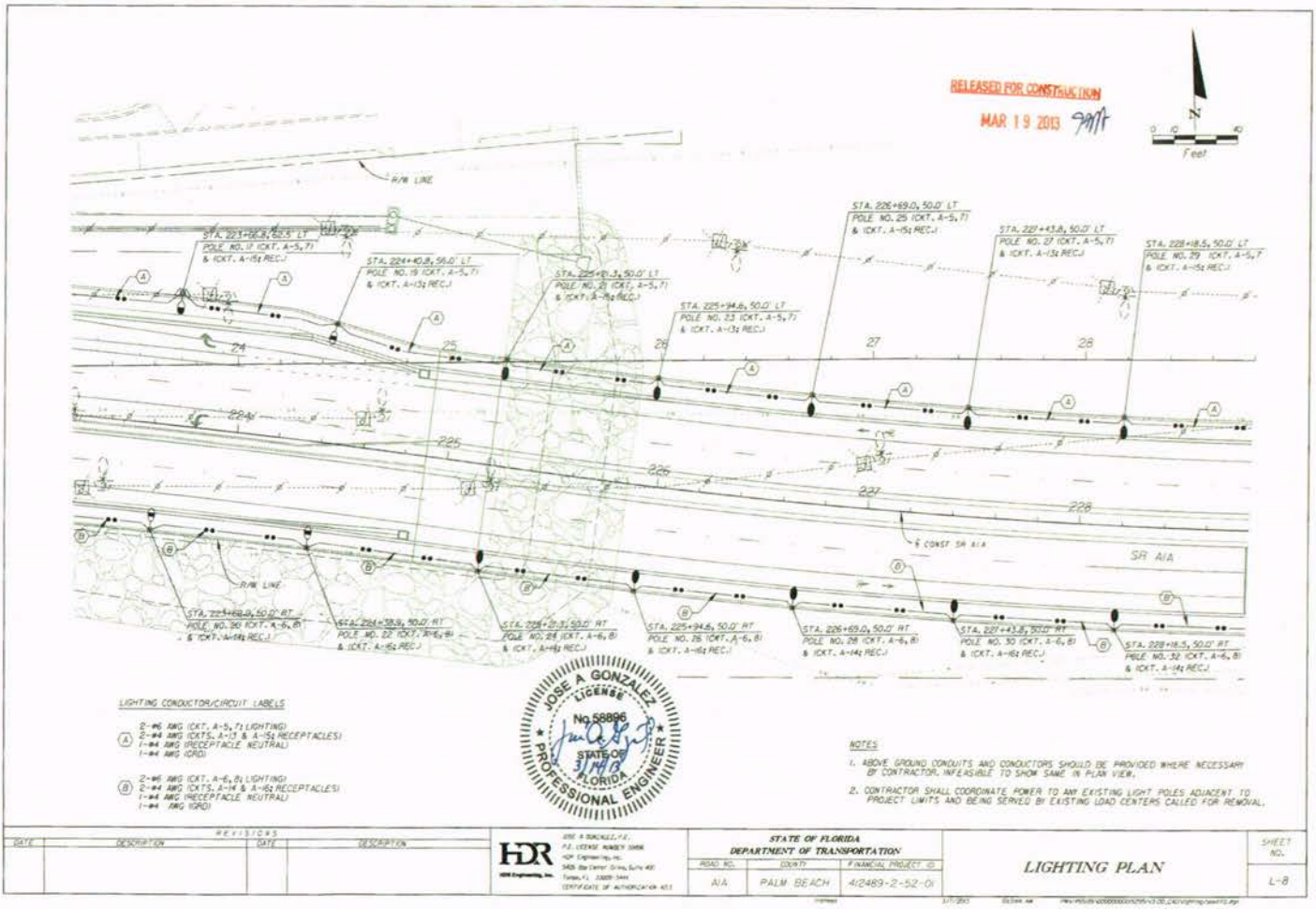
HDR Engineering, Inc.

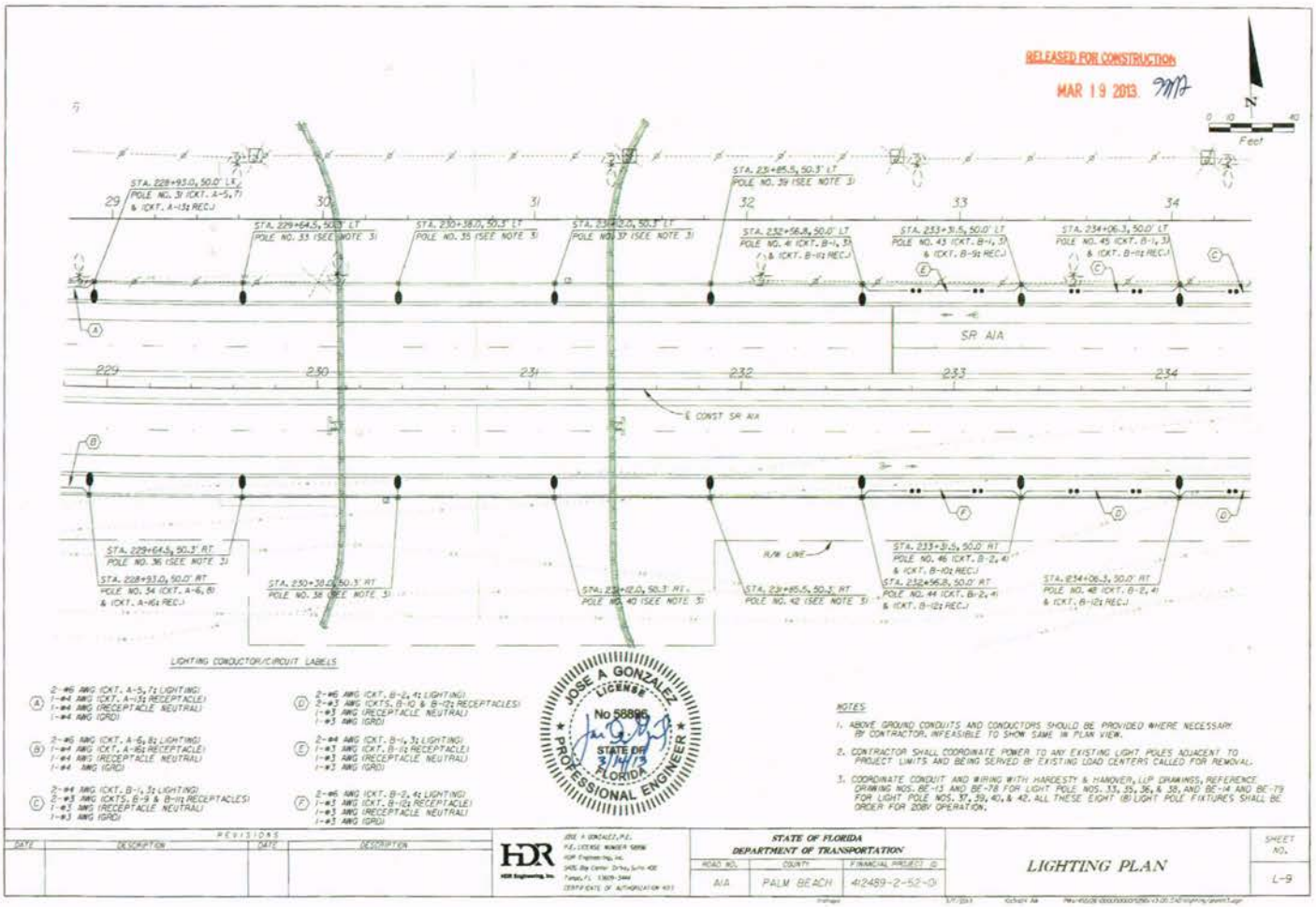
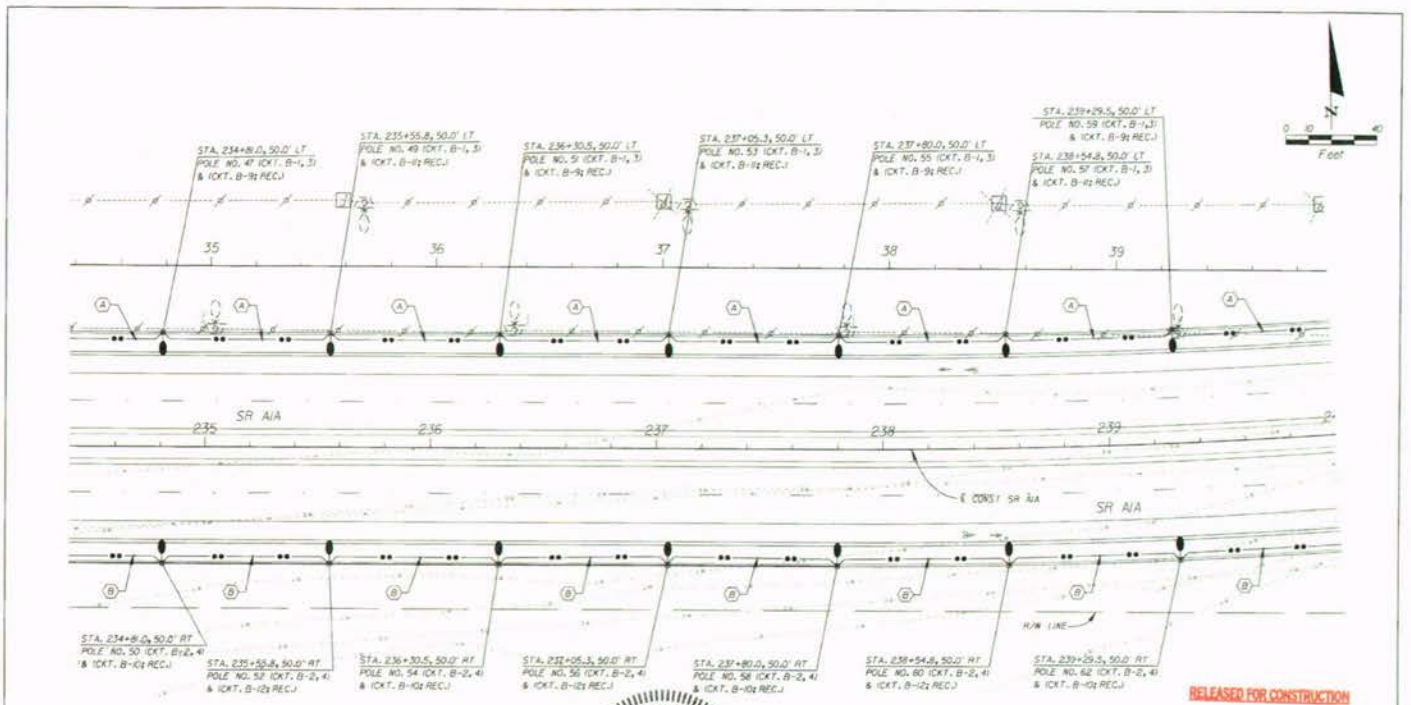
STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID	SHEET NO.
A1A	PALM BEACH	4/2489-2-52-01	L-6

LIGHTING PLAN


RELEASED FOR CONSTRUCTION
MAR 19 2013
N
0 10 40
Feet
MATCH LINE STA 112+91.17
& CONST FLAGER DR.
SEE SHEET L-14
SR AIA
FLAGER DR
& CONST FLAGER DR
& SURVEY FLAGER DR
SERVICE FEEDER (SEE NOTE 3)
& SURVEY SR AIA
R/W LINE
MATCH LINE STA 111+00
& CONST FLAGER DR
SEE SHEET L-14
LIGHTING CONDUCTOR/CIRCUIT LABELS
NOTES
1. ABOVE GROUND CONDUITS AND CONDUCTORS SHOULD BE PROVIDED WHERE NECESSARY BY CONTRACTOR, INFEASIBLE TO SHOW SAME IN PLAN VIEW.
2. CONTRACTOR SHALL COORDINATE POWER TO ANY EXISTING LIGHT POLES ADJACENT TO PROJECT LIMITS AND BEING SERVED BY EXISTING LOAD CENTERS CALLED FOR REMOVAL.
3. SERVICE POINT "A" SERVICE FEEDER CONSISTING OF 3 1/2 " CONDUIT WITH 3-#4/0 AWG R/W-2 CONDUCTORS PER FPL REQUIREMENTS. COORDINATE WITH FPL TECHNICAL SPECIALIST Ms. JORGE L SANCHEZ, TEL. OFFICE (561) 691-1612. INCLUDE ALL NECESSARY FEES AND COSTS FOR A COMPLETE AND OPERATIONAL SERVICE.
4. SEE SHEET L-17 FOR SPREAD FOOTING FOUNDATION DETAILS.
JOSE A GONZALEZ
LICENSE
No 58896
STATE OF FLORIDA
PROFESSIONAL ENGINEER
REVISIONS
DATE
DESCRIPTION
HDR
STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION
ROAD NO.
COUNTY
FINANCIAL PROJECT ID
A1A
PALM BEACH
412489-2-52-01
LIGHTING PLAN
SHEET NO.
L-7


RELEASED FOR CONSTRUCTION
MAR 19 2013
N
0 10 40
Feet
R/W LINE
STA. 223+68.8, 62.5' LT
POLE NO. 17 (CKT. A-5, 7)
& (CKT. A-15± REC.)
STA. 224+40.8, 56.0' LT
POLE NO. 19 (CKT. A-5, 7)
& (CKT. A-13± REC.)
STA. 225+01.3, 50.0' LT
POLE NO. 21 (CKT. A-5, 7)
& (CKT. A-15± REC.)
STA. 225+34.6, 50.0' LT
POLE NO. 23 (CKT. A-5, 7)
& (CKT. A-13± REC.)
STA. 226+69.0, 50.0' LT
POLE NO. 25 (CKT. A-5, 7)
& (CKT. A-15± REC.)
STA. 227+43.8, 50.0' LT
POLE NO. 27 (CKT. A-5, 7)
& (CKT. A-13± REC.)
STA. 228+18.5, 50.0' LT
POLE NO. 29 (CKT. A-5, 7
& (CKT. A-15± REC.)
24
25
26
27
28
224
225
226
227
228
℄ CONST SR A1A
SR A1A
R/W LINE
STA. 223+68.8, 50.0' RT
POLE NO. 18 (CKT. A-6, 8)
& (CKT. A-14± REC.)
STA. 224+38.9, 50.0' RT
POLE NO. 22 (CKT. A-6, 8)
& (CKT. A-15± REC.)
STA. 225+21.3, 50.0' RT
POLE NO. 24 (CKT. A-6, 8)
& (CKT. A-15± REC.)
STA. 225+94.6, 50.0' RT
POLE NO. 26 (CKT. A-6, 8)
& (CKT. A-15± REC.)
STA. 226+69.0, 50.0' RT
POLE NO. 28 (CKT. A-6, 8)
& (CKT. A-14± REC.)
STA. 227+43.8, 50.0' RT
POLE NO. 30 (CKT. A-6, 8)
& (CKT. A-15± REC.)
STA. 228+18.5, 50.0' RT
POLE NO. 32 (CKT. A-6, 8)
& (CKT. A-14± REC.)
LIGHTING CONDUCTOR/CIRCUIT LABELS
(A) 2-#6 AWG (CKT. A-5, 7; LIGHTING)
2-#4 AWG (CKTS. A-15 & A-15± RECEPTACLES)
1-#4 AWG (RECEPTACLE NEUTRAL)
1-#4 AWG (GRD)
(B) 2-#6 AWG (CKT. A-6, 8; LIGHTING)
2-#4 AWG (CKTS. A-14 & A-15± RECEPTACLES)
1-#4 AWG (RECEPTACLE NEUTRAL)
1-#4 AWG (GRD)
JOSE A GONZALEZ
LICENSE
No. 58896
STATE OF
FLORIDA
PROFESSIONAL ENGINEER
NOTES
1. ABOVE GROUND CONDUITS AND CONDUCTORS SHOULD BE PROVIDED WHERE NECESSARY BY CONTRACTOR, INFEASIBLE TO SHOW SAME IN PLAN VIEW.
2. CONTRACTOR SHALL COORDINATE POWER TO ANY EXISTING LIGHT POLES ADJACENT TO PROJECT LIMITS AND BEING SERVED BY EXISTING LOAD CENTERS CALLED FOR REMOVAL.
REVISIONS
DATE
DESCRIPTION
DATE
DESCRIPTION
HDR
JOSE A GONZALEZ, P.E.
P.E. LICENSE NUMBER 58896
HDR Engineering, Inc.
3405 West Cypress Street, Suite 400
Tampa, FL 33609-3444
CERTIFICATE OF AUTHORIZATION #00
STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION
ROAD NO.
A1A
COUNTY
PALM BEACH
FINANCIAL PROJECT ID
412489-2-52-01
LIGHTING PLAN
SHEET NO.
L-8


RELEASED FOR CONSTRUCTION
MAR 19 2013
N
0 10 40
Feet
STA. 228+93.0, 50.0' LT
POLE NO. 31 (CKT. A-5, 7)
& (CKT. A-13; REC.)
STA. 229+64.5, 50.3' LT
POLE NO. 33 (SEE NOTE 3)
STA. 230+38.0, 50.3' LT
POLE NO. 35 (SEE NOTE 3)
STA. 231+12.0, 50.3' LT
POLE NO. 37 (SEE NOTE 3)
STA. 231+85.5, 50.3' LT
POLE NO. 39 (SEE NOTE 3)
STA. 232+58.8, 50.0' LT
POLE NO. 41 (CKT. B-1, 3)
& (CKT. B-11; REC.)
STA. 233+31.5, 50.0' LT
POLE NO. 43 (CKT. B-1, 3)
& (CKT. B-9; REC.)
STA. 234+06.3, 50.0' LT
POLE NO. 45 (CKT. B-1, 3)
& (CKT. B-11; REC.)
29
30
31
32
33
34
SR A1A
229
230
231
232
233
234
℄ CONST SR A1A
R/W LINE
STA. 229+64.5, 50.3' RT
POLE NO. 36 (SEE NOTE 3)
STA. 228+93.0, 50.0' RT
POLE NO. 34 (CKT. A-6, 8)
& (CKT. A-14; REC.)
STA. 230+38.0, 50.3' RT
POLE NO. 38 (SEE NOTE 3)
STA. 231+12.0, 50.3' RT
POLE NO. 40 (SEE NOTE 3)
STA. 231+85.5, 50.3' RT
POLE NO. 42 (SEE NOTE 3)
STA. 232+58.8, 50.0' RT
POLE NO. 44 (CKT. B-2, 4)
& (CKT. B-12; REC.)
STA. 233+31.5, 50.0' RT
POLE NO. 46 (CKT. B-2, 4)
& (CKT. B-10; REC.)
STA. 234+06.3, 50.0' RT
POLE NO. 48 (CKT. B-2, 4)
& (CKT. B-12; REC.)
LIGHTING CONDUCTOR/CIRCUIT LABELS
(A) 2-#6 AWG (CKT. A-5, 7; LIGHTING)
1-#4 AWG (CKT. A-13; RECEPTACLE)
1-#4 AWG (RECEPTACLE NEUTRAL)
1-#4 AWG (GRD)
(B) 2-#6 AWG (CKT. A-6, 8; LIGHTING)
1-#4 AWG (CKT. A-14; RECEPTACLE)
1-#4 AWG (RECEPTACLE NEUTRAL)
1-#4 AWG (GRD)
(C) 2-#4 AWG (CKT. B-1, 3; LIGHTING)
2-#3 AWG (CKTS. B-9 & B-11; RECEPTACLES)
1-#3 AWG (RECEPTACLE NEUTRAL)
1-#3 AWG (GRD)
(D) 2-#6 AWG (CKT. B-2, 4; LIGHTING)
2-#3 AWG (CKTS. B-10 & B-12; RECEPTACLES)
1-#3 AWG (RECEPTACLE NEUTRAL)
1-#3 AWG (GRD)
(E) 2-#4 AWG (CKT. B-1, 3; LIGHTING)
1-#3 AWG (CKT. B-11; RECEPTACLE)
1-#3 AWG (RECEPTACLE NEUTRAL)
1-#3 AWG (GRD)
(F) 2-#6 AWG (CKT. B-2, 4; LIGHTING)
1-#3 AWG (CKT. B-12; RECEPTACLE)
1-#3 AWG (RECEPTACLE NEUTRAL)
1-#3 AWG (GRD)
JOSE A GONZALEZ
LICENSE
No 58896
STATE OF
FLORIDA
PROFESSIONAL ENGINEER
3/14/13
NOTES:
1. ABOVE GROUND CONDUITS AND CONDUCTORS SHOULD BE PROVIDED WHERE NECESSARY BY CONTRACTOR, INFEASIBLE TO SHOW SAME IN PLAN VIEW.
2. CONTRACTOR SHALL COORDINATE POWER TO ANY EXISTING LIGHT POLES ADJACENT TO PROJECT LIMITS AND BEING SERVED BY EXISTING LOAD CENTERS CALLED FOR REMOVAL.
3. COORDINATE CONDUIT AND WIRING WITH HARDESTY & HANOVER, LLP DRAWINGS, REFERENCE DRAWING NOS. BE-13 AND BE-78 FOR LIGHT POLE NOS. 13, 15, 36, & 38, AND BE-14 AND BE-79 FOR LIGHT POLE NOS. 37, 39, 40, & 42. ALL THESE EIGHT (8) LIGHT POLE FIXTURES SHALL BE ORDER FOR 208V OPERATION.
REVISIONS
DATE
DESCRIPTION
DATE
DESCRIPTION
HDR
HDR Engineering, Inc.
JOSE A. GONZALEZ, P.E.
P.E. LICENSE NUMBER 58896
HDR Engineering, Inc.
3405 Bay Center Drive, Suite 400
Tampa, FL 33609-3444
(CERTIFICATE OF AUTHORIZATION #0)
STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION
ROAD NO.
A1A
COUNTY
PALM BEACH
FINANCIAL PROJECT ID
412489-2-52-01
LIGHTING PLAN
SHEET NO.
L-9

LIGHTING CONDUCTOR/CIRCUIT LABELS

(A) 2-#4 AWG (EXT. B-1, 3; LIGHTING)
2-#3 AWG (EXTS. B-9 & B-10½ RECEPTACLES)
1-#3 AWG (RECEPTACLE NEUTRAL)
1-#3 AWG (GRD)

(B) 2-#6 AWG (EXT. B-2, 4; LIGHTING)
2-#3 AWG (EXTS. B-10 & B-12½ RECEPTACLES)
1-#3 AWG (RECEPTACLE NEUTRAL)
1-#3 AWG (GRD)

NOTES

1. ABOVE GROUND CONDUITS AND CONDUCTORS SHOULD BE PROVIDED WHERE NECESSARY BY CONTRACTOR. INFEASIBLE TO SHOW SAME IN PLAN VIEW.
2. CONTRACTOR SHALL COORDINATE POWER TO ANY EXISTING LIGHT POLES ADJACENT TO PROJECT LIMITS AND BEING SERVED BY EXISTING LOAD CENTERS CALLED FOR REMOVAL.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

HDR

JOSE A GONZALEZ, P.E.
P.E. LICENSE NUMBER 58896
HDR Engineering, Inc.
3405 Bay Center Drive, Suite 400
Tampa, FL 33609-3444
CERTIFICATE OF AUTHORIZATION #00

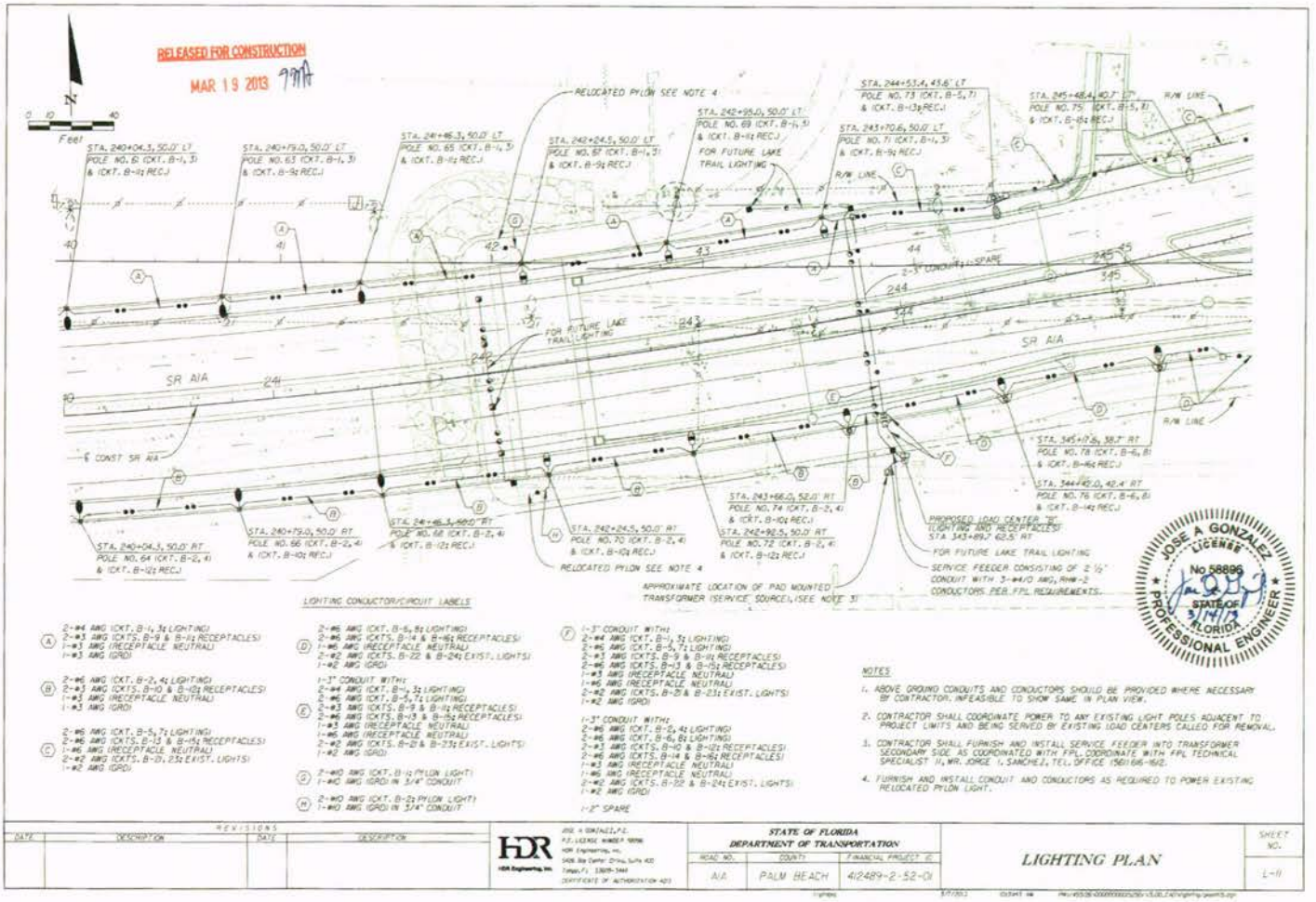
STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

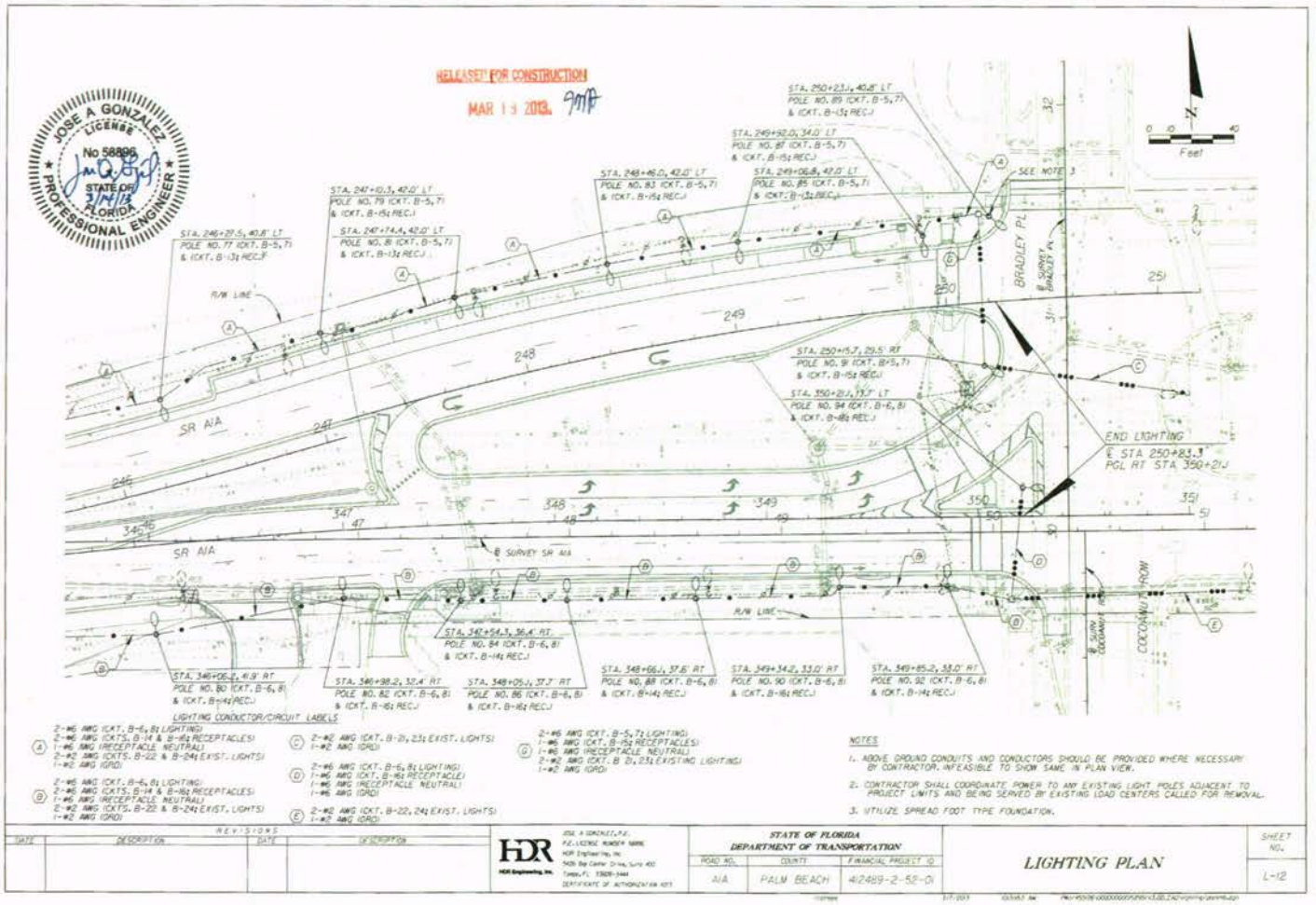
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
A1A	PALM BEACH	412489-2-52-01

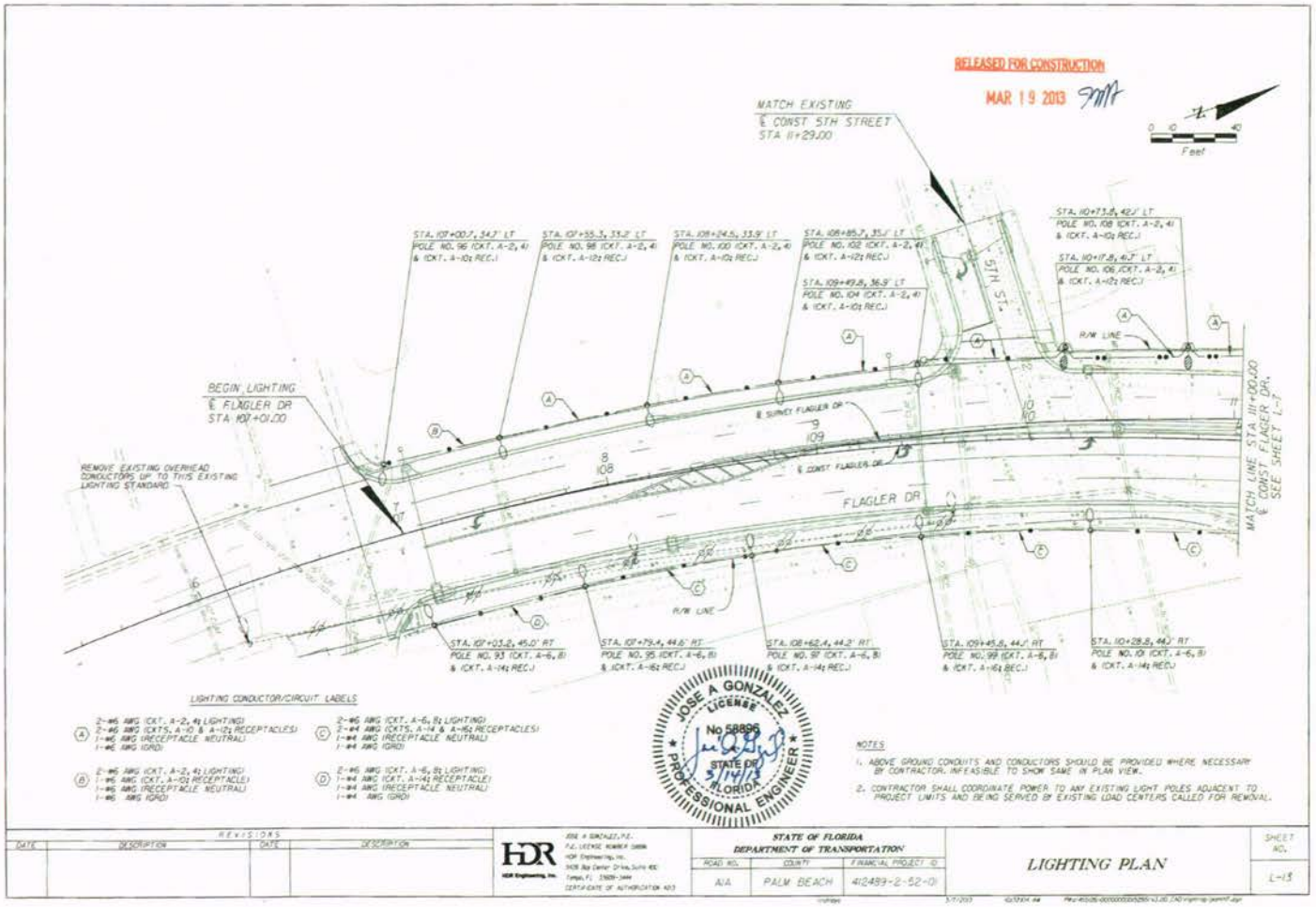
LIGHTING PLAN

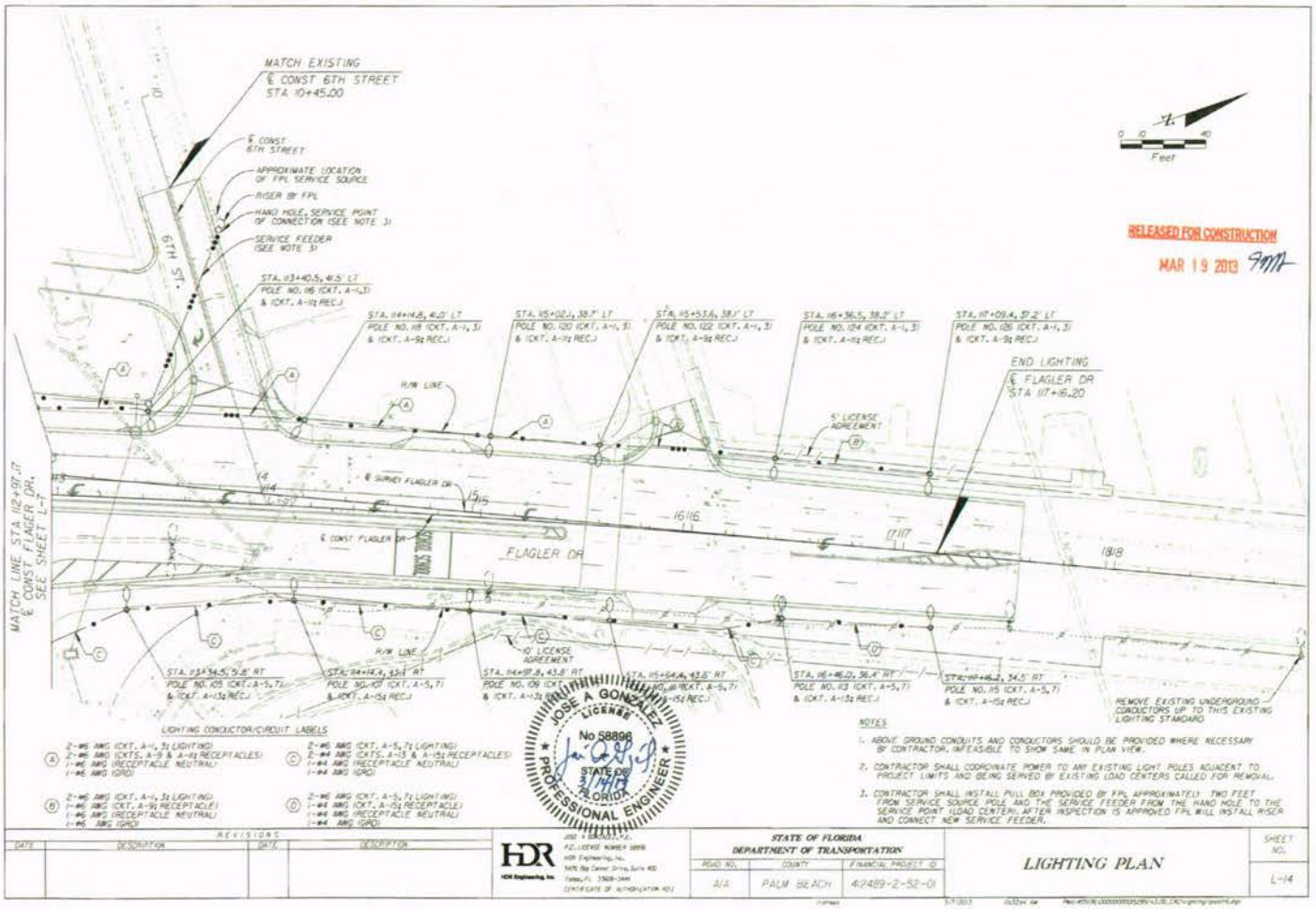
SHEET NO. L-10

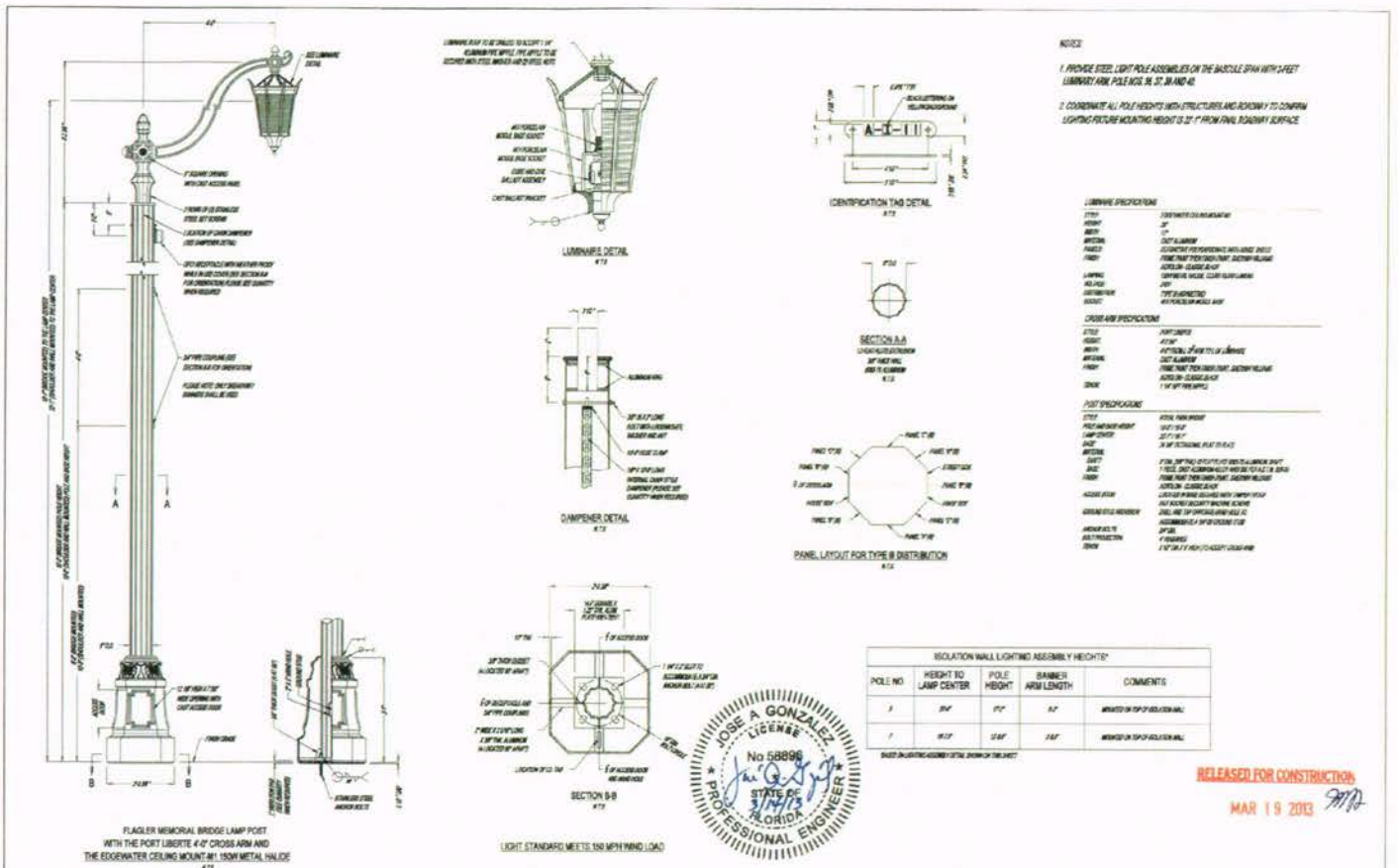
3/7/2013


RELEASED FOR CONSTRUCTION
MAR 19 2013
N
0 10 40
Feet
STA. 240+04.3, 50.0' LT
POLE NO. 61 (CKT. B-1, 3)
& (CKT. B-12 REC.)
STA. 240+79.0, 50.0' LT
POLE NO. 63 (CKT. B-1, 3)
& (CKT. B-9± REC.)
STA. 241+46.3, 50.0' LT
POLE NO. 65 (CKT. B-1, 3)
& (CKT. B-12 REC.)
STA. 242+24.5, 50.0' LT
POLE NO. 67 (CKT. B-1, 3)
& (CKT. B-9± REC.)
RELOCATED PYLON SEE NOTE 4
STA. 242+98.0, 50.0' LT
POLE NO. 69 (CKT. B-1, 3)
& (CKT. B-12 REC.)
FOR FUTURE LAKE TRAIL LIGHTING
STA. 244+53.4, 45.6' LT
POLE NO. 73 (CKT. B-2, 7)
& (CKT. B-13± REC.)
STA. 243+70.6, 50.0' LT
POLE NO. 71 (CKT. B-1, 3)
& (CKT. B-9± REC.)
STA. 245+48.4, 40.7' LT
POLE NO. 75 (CKT. B-15, 8)
& (CKT. B-15± REC.)
R/W LINE
2-3" CONDUITS + SPARE
SR A1A
6 CONST SR A1A
STA. 240+04.3, 50.0' RT
POLE NO. 64 (CKT. B-2, 4)
& (CKT. B-12± REC.)
STA. 240+79.0, 50.0' RT
POLE NO. 66 (CKT. B-2, 4)
& (CKT. B-10± REC.)
STA. 241+46.3, 50.0' RT
POLE NO. 68 (CKT. B-2, 4)
& (CKT. B-12± REC.)
STA. 242+24.5, 50.0' RT
POLE NO. 70 (CKT. B-2, 4)
& (CKT. B-10± REC.)
RELOCATED PYLON SEE NOTE 4
STA. 243+66.2, 52.0' RT
POLE NO. 74 (CKT. B-2, 4)
& (CKT. B-10± REC.)
STA. 242+98.5, 50.0' RT
POLE NO. 72 (CKT. B-2, 4)
& (CKT. B-12± REC.)
APPROXIMATE LOCATION OF PAD MOUNTED TRANSFORMER (SERVICE SOURCE), (SEE NOTE 3)
PROPOSED LOAD CENTER "B" (LIGHTING AND RECEPTACLES) STA 343+89.7 62.5' RT
FOR FUTURE LAKE TRAIL LIGHTING
SERVICE FEEDER CONSISTING OF 2 1/2" CONDUIT WITH 3-#4/0 AWG, RHW-2 CONDUCTORS PER FPL REQUIREMENTS.
STA. 345+17.6, 38.7' RT
POLE NO. 78 (CKT. B-6, 8)
& (CKT. B-16± REC.)
STA. 344+40.0, 42.4' RT
POLE NO. 76 (CKT. B-6, 8)
& (CKT. B-14± REC.)
JOSE A GONZALEZ
LICENSE
No 58896
STATE OF
FLORIDA
PROFESSIONAL ENGINEER
LIGHTING CONDUCTOR/CIRCUIT LABELS
(A) 2-#4 AWG (CKT. B-1, 3± LIGHTING)
2-#8 AWG (CKTS. B-9 & B-11± RECEPTACLES)
1-#8 AWG (RECEPTACLE NEUTRAL)
1-#8 AWG (GRD)
(B) 2-#6 AWG (CKT. B-2, 4± LIGHTING)
2-#8 AWG (CKTS. B-10 & B-10± RECEPTACLES)
1-#8 AWG (RECEPTACLE NEUTRAL)
1-#8 AWG (GRD)
(C) 2-#6 AWG (CKT. B-5, 7± LIGHTING)
2-#6 AWG (CKTS. B-13 & B-15± RECEPTACLES)
1-#6 AWG (RECEPTACLE NEUTRAL)
2-#2 AWG (CKTS. B-21, 23± EXIST. LIGHTS)
1-#2 AWG (GRD)
(D) 2-#6 AWG (CKT. B-6, 8± LIGHTING)
2-#6 AWG (CKTS. B-14 & B-16± RECEPTACLES)
1-#6 AWG (RECEPTACLE NEUTRAL)
2-#2 AWG (CKTS. B-22 & B-24± EXIST. LIGHTS)
1-#2 AWG (GRD)
(E) 1-3" CONDUIT WITH:
2-#4 AWG (CKT. B-1, 3± LIGHTING)
2-#6 AWG (CKT. B-5, 7± LIGHTING)
2-#8 AWG (CKTS. B-9 & B-11± RECEPTACLES)
2-#6 AWG (CKTS. B-13 & B-15± RECEPTACLES)
1-#8 AWG (RECEPTACLE NEUTRAL)
1-#6 AWG (RECEPTACLE NEUTRAL)
2-#2 AWG (CKTS. B-21 & B-23± EXIST. LIGHTS)
1-#2 AWG (GRD)
(G) 2-#10 AWG (CKT. B-12 PYLON LIGHT)
1-#10 AWG (GRD) IN 3/4" CONDUIT
(H) 2-#10 AWG (CKT. B-23 PYLON LIGHT)
1-#10 AWG (GRD) IN 3/4" CONDUIT
(F) 1-3" CONDUIT WITH:
2-#4 AWG (CKT. B-1, 3± LIGHTING)
2-#6 AWG (CKT. B-5, 7± LIGHTING)
2-#8 AWG (CKTS. B-9 & B-11± RECEPTACLES)
2-#6 AWG (CKTS. B-13 & B-15± RECEPTACLES)
1-#8 AWG (RECEPTACLE NEUTRAL)
1-#6 AWG (RECEPTACLE NEUTRAL)
2-#2 AWG (CKTS. B-21 & B-23± EXIST. LIGHTS)
1-#2 AWG (GRD)
1-3" CONDUIT WITH:
2-#6 AWG (CKT. B-2, 4± LIGHTING)
2-#6 AWG (CKT. B-6, 8± LIGHTING)
2-#8 AWG (CKTS. B-10 & B-12± RECEPTACLES)
2-#6 AWG (CKTS. B-14 & B-16± RECEPTACLES)
1-#8 AWG (RECEPTACLE NEUTRAL)
1-#6 AWG (RECEPTACLE NEUTRAL)
2-#2 AWG (CKTS. B-22 & B-24± EXIST. LIGHTS)
1-#2 AWG (GRD)
1-3" SPARE
NOTES
1. ABOVE GROUND CONDUITS AND CONDUCTORS SHOULD BE PROVIDED WHERE NECESSARY BY CONTRACTOR. INFEASIBLE TO SHOW SAME IN PLAN VIEW.
2. CONTRACTOR SHALL COORDINATE POWER TO ANY EXISTING LIGHT POLES ADJACENT TO PROJECT LIMITS AND BEING SERVED BY EXISTING LOAD CENTERS CALLED FOR REMOVAL.
3. CONTRACTOR SHALL FURNISH AND INSTALL SERVICE FEEDER INTO TRANSFORMER SECONDARY SIDE AS COORDINATED WITH FPL. COORDINATE WITH FPL TECHNICAL SPECIALIST II, MR. JORGE I. SANCHEZ, TEL. OFFICE (561) 686-1612.
4. FURNISH AND INSTALL CONDUIT AND CONDUCTORS AS REQUIRED TO POWER EXISTING RELOCATED PYLON LIGHT.
REVISIONS
DATE
DESCRIPTION
DATE
DESCRIPTION
HDR
HDR Engineering, Inc.
JOSE A. GONZALEZ, P.E.
P.E. LICENSE NUMBER 58896
HDR Engineering, Inc.
5426 Bay Center Drive, Suite 400
Tampa, FL 33609-3446
CERTIFICATE OF AUTHORIZATION #28
STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION
ROAD NO.
COUNTY
FINANCIAL PROJECT ID
A1A
PALM BEACH
412489-2-52-01
LIGHTING PLAN
SHEET NO.
L-11


RELEASED FOR CONSTRUCTION
MAR 13 2013
JOSE A GONZALEZ
LICENSE
No 58896
STATE OF
FLORIDA
PROFESSIONAL ENGINEER
STA. 246+39.5, 40.8' LT
POLE NO. 77 (EXT. B-5, 7)
& (EXT. B-13; REC.)
STA. 247+10.3, 42.0' LT
POLE NO. 79 (EXT. B-5, 7)
& (EXT. B-15; REC.)
STA. 247+74.4, 42.0' LT
POLE NO. 81 (EXT. B-5, 7)
& (EXT. B-13; REC.)
STA. 248+46.0, 42.0' LT
POLE NO. 83 (EXT. B-5, 7)
& (EXT. B-15; REC.)
STA. 249+92.0, 34.0' LT
POLE NO. 87 (EXT. B-5, 7)
& (EXT. B-15; REC.)
STA. 249+06.8, 42.0' LT
POLE NO. 85 (EXT. B-5, 7)
& (EXT. B-13; REC.)
STA. 250+23.1, 40.8' LT
POLE NO. 89 (EXT. B-5, 7)
& (EXT. B-15; REC.)
SEE NOTE 3
R/W LINE
SR A1A
BRADLEY PL
STA. 250+15.7, 29.5' RT
POLE NO. 91 (EXT. B-5, 7)
& (EXT. B-15; REC.)
STA. 350+21.1, 13.7' LT
POLE NO. 94 (EXT. B-6, 8)
& (EXT. B-16; REC.)
END LIGHTING
℄ STA 250+83.3
PGL AT STA 350+21.1
℄ SURVEY SR A1A
STA. 347+54.3, 36.4' RT.
POLE NO. 84 (EXT. B-6, 8)
& (EXT. B-14; REC.)
STA. 346+06.2, 41.9' RT
POLE NO. 80 (EXT. B-6, 8)
& (EXT. B-14; REC.)
STA. 346+98.2, 37.4' RT
POLE NO. 82 (EXT. B-6, 8)
& (EXT. B-16; REC.)
STA. 348+05.1, 37.7' RT
POLE NO. 86 (EXT. B-6, 8)
& (EXT. B-16; REC.)
STA. 348+66.1, 37.6' RT
POLE NO. 88 (EXT. B-6, 8)
& (EXT. B-14; REC.)
STA. 349+34.2, 33.0' RT
POLE NO. 90 (EXT. B-6, 8)
& (EXT. B-16; REC.)
STA. 349+85.2, 33.0' RT
POLE NO. 92 (EXT. B-6, 8)
& (EXT. B-14; REC.)
COCONUT ROW
LIGHTING CONDUCTOR/CIRCUIT LABELS
(A) 2-#6 AWG (EXT. B-6, 8; LIGHTING)
2-#6 AWG (EXTS. B-14 & B-16; RECEPTACLES)
1-#6 AWG (RECEPTACLE NEUTRAL)
2-#2 AWG (EXTS. B-22 & B-24; EXIST. LIGHTS)
1-#2 AWG (GRD)
(B) 2-#6 AWG (EXT. B-6, 8; LIGHTING)
2-#6 AWG (EXTS. B-14 & B-16; RECEPTACLES)
1-#6 AWG (RECEPTACLE NEUTRAL)
2-#2 AWG (EXTS. B-22 & B-24; EXIST. LIGHTS)
1-#2 AWG (GRD)
(C) 2-#2 AWG (EXT. B-21, 23; EXIST. LIGHTS)
1-#2 AWG (GRD)
(D) 2-#6 AWG (EXT. B-6, 8; LIGHTING)
1-#6 AWG (RECEPTACLE)
1-#6 AWG (RECEPTACLE NEUTRAL)
1-#6 AWG (GRD)
(E) 2-#2 AWG (EXT. B-22, 24; EXIST. LIGHTS)
1-#2 AWG (GRD)
(G) 2-#6 AWG (EXT. B-5, 7; LIGHTING)
1-#6 AWG (EXT. B-15; RECEPTACLES)
1-#6 AWG (RECEPTACLE NEUTRAL)
2-#2 AWG (EXT. B 21, 23; EXISTING LIGHTING)
1-#2 AWG (GRD)
NOTES
1. ABOVE GROUND CONDUITS AND CONDUCTORS SHOULD BE PROVIDED WHERE NECESSARY BY CONTRACTOR, IF FEASIBLE TO SHOW SAME IN PLAN VIEW.
2. CONTRACTOR SHALL COORDINATE POWER TO ANY EXISTING LIGHT POLES ADJACENT TO PROJECT LIMITS AND BEING SERVED BY EXISTING LOAD CENTERS, CALLED FOR REMOVAL.
3. UTILIZE SPREAD FOOT TYPE FOUNDATION.
REVISIONS
DATE
DESCRIPTION
HDR
STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION
ROAD NO.
COUNTY
FINANCIAL PROJECT ID
A1A
PALM BEACH
412489-2-52-01
LIGHTING PLAN
SHEET NO.
L-12


RELEASED FOR CONSTRUCTION
MAR 19 2013
MATCH EXISTING
℄ CONST. 5TH STREET
STA. 111+29.00
0 40 80
Feet
STA. 107+00.7, 54.7' LT
POLE NO. 96 (CKT. A-2, 4)
& (CKT. A-10; REC.)
STA. 107+55.3, 39.2' LT
POLE NO. 98 (CKT. A-2, 4)
& (CKT. A-12; REC.)
STA. 108+24.5, 33.9' LT
POLE NO. 100 (CKT. A-2, 4)
& (CKT. A-10; REC.)
STA. 108+85.7, 35.1' LT
POLE NO. 102 (CKT. A-2, 4)
& (CKT. A-12; REC.)
STA. 109+49.8, 36.9' LT
POLE NO. 104 (CKT. A-2, 4)
& (CKT. A-10; REC.)
STA. 110+73.8, 42.1' LT
POLE NO. 108 (CKT. A-2, 4)
& (CKT. A-10; REC.)
STA. 110+17.8, 41.7' LT
POLE NO. 106 (CKT. A-2, 4)
& (CKT. A-12; REC.)
57TH ST.
R/W LINE
BEGIN LIGHTING
℄ FLAGLER DR
STA. 107+01.00
REMOVE EXISTING OVERHEAD CONDUCTORS, UP TO THIS EXISTING LIGHTING STANDARD
℄ SURVEY FLAGLER DR
℄ CONST FLAGLER DR
FLAGLER DR
R/W LINE
MATCH LINE STA. 111+00.00
℄ CONST FLAGLER DR.
SEE SHEET L-1
STA. 107+03.2, 45.0' RT
POLE NO. 93 (CKT. A-6, B)
& (CKT. A-14; REC.)
STA. 107+79.4, 44.6' RT
POLE NO. 95 (CKT. A-6, B)
& (CKT. A-16; REC.)
STA. 108+62.4, 44.2' RT
POLE NO. 97 (CKT. A-6, B)
& (CKT. A-14; REC.)
STA. 109+45.8, 44.1' RT
POLE NO. 99 (CKT. A-6, B)
& (CKT. A-16; REC.)
STA. 110+28.8, 44.1' RT
POLE NO. 101 (CKT. A-6, B)
& (CKT. A-14; REC.)
LIGHTING CONDUCTOR/CIRCUIT LABELS
(A) 2-#6 AWG (CKT. A-2, 4) LIGHTING)
2-#6 AWG (CKTS. A-10 & A-12) RECEPTACLES)
1-#6 AWG (RECEPTACLE NEUTRAL)
1-#6 AWG (GRD)
(B) 2-#6 AWG (CKT. A-2, 4) LIGHTING)
1-#6 AWG (CKT. A-10) RECEPTACLES)
1-#6 AWG (RECEPTACLE NEUTRAL)
1-#6 AWG (GRD)
(C) 2-#6 AWG (CKT. A-6, B) LIGHTING)
2-#4 AWG (CKTS. A-14 & A-16) RECEPTACLES)
1-#4 AWG (RECEPTACLE NEUTRAL)
1-#4 AWG (GRD)
(D) 2-#6 AWG (CKT. A-6, B) LIGHTING)
1-#4 AWG (CKT. A-14) RECEPTACLES)
1-#4 AWG (RECEPTACLE NEUTRAL)
1-#4 AWG (GRD)
JOSE A GONZALEZ
LICENSE
No 58895
STATE OF
FLORIDA
PROFESSIONAL ENGINEER
5/14/13
NOTES
1. ABOVE GROUND CONDUITS AND CONDUCTORS SHOULD BE PROVIDED WHERE NECESSARY BY CONTRACTOR. INFEASIBLE TO SHOW SAME IN PLAN VIEW.
2. CONTRACTOR SHALL COORDINATE POWER TO ANY EXISTING LIGHT POLES ADJACENT TO PROJECT LIMITS AND BEING SERVED BY EXISTING LOAD CENTERS CALLED FOR REMOVAL.
REVISIONS
DATE
DESCRIPTION
DATE
DESCRIPTION
HDR
JOSE A GONZALEZ, P.E.
FLA. LICENSE NUMBER 58895
HDR Engineering, Inc.
5426 Bay Center Drive, Suite 400
Tampa, FL 33609-3444
CERTIFICATE OF AUTHORIZATION #23
STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION
ROAD NO.
COUNTY
FINANCIAL PROJECT ID
A1A
PALM BEACH
412489-2-52-01
LIGHTING PLAN
SHEET NO.
L-15


MATCH EXISTING
℄ CONST 6TH STREET
STA 10+45.00
℄ CONST 6TH STREET
APPROXIMATE LOCATION OF FPL SERVICE SOURCE
RISER BY FPL
HAND HOLE, SERVICE POINT OF CONNECTION (SEE NOTE 3)
SERVICE FEEDER (SEE NOTE 3)
6TH ST.
STA. 113+40.5, 49.5' LT
POLE NO. 116 (CKT. A-1, 3)
& (CKT. A-11z REC.)
STA. 114+14.8, 42.0' LT
POLE NO. 118 (CKT. A-1, 3)
& (CKT. A-9z REC.)
STA. 115+02.1, 38.7' LT
POLE NO. 120 (CKT. A-1, 3)
& (CKT. A-11z REC.)
STA. 115+53.6, 38.1' LT
POLE NO. 122 (CKT. A-1, 3)
& (CKT. A-9z REC.)
STA. 116+36.5, 38.2' LT
POLE NO. 124 (CKT. A-1, 3)
& (CKT. A-11z REC.)
STA. 117+09.4, 37.2' LT
POLE NO. 126 (CKT. A-1, 3)
& (CKT. A-9z REC.)
END LIGHTING
℄ FLAGLER DR
STA 117+16.20
R/W LINE
5' LICENSE AGREEMENT
℄ SURVEY FLAGLER DR
℄ CONST FLAGLER DR
FLAGLER DR
MATCH LINE STA 112+97.17
℄ CONST FLAGLER DR.
SEE SHEET L-17
STA. 113+34.5, 59.8' RT
POLE NO. 105 (CKT. A-5, 7)
& (CKT. A-13z REC.)
STA. 114+14.4, 43.1' RT
POLE NO. 107 (CKT. A-5, 7)
& (CKT. A-15z REC.)
STA. 114+97.8, 43.8' RT
POLE NO. 109 (CKT. A-13)
& (CKT. A-13z REC.)
10' LICENSE AGREEMENT
STA. 115+64.4, 43.6' RT
POLE NO. 111 (CKT. A-5, 7)
& (CKT. A-15z REC.)
STA. 116+46.0, 36.4' RT
POLE NO. 113 (CKT. A-5, 7)
& (CKT. A-13z REC.)
STA. 117+16.2, 34.5' RT
POLE NO. 115 (CKT. A-5, 7)
& (CKT. A-15z REC.)
REMOVE EXISTING UNDERGROUND CONDUCTORS UP TO THIS EXISTING LIGHTING STANDARD
LIGHTING CONDUCTOR/CIRCUIT LABELS
(A) 2-#6 AWG (CKT. A-1, 3z LIGHTING)
2-#6 AWG (CKTS. A-9 & A-11z RECEPTACLES)
1-#6 AWG (RECEPTACLE NEUTRAL)
1-#6 AWG (GRD)
(B) 2-#6 AWG (CKT. A-1, 3z LIGHTING)
1-#6 AWG (CKT. A-9z RECEPTACLE)
1-#6 AWG (RECEPTACLE NEUTRAL)
1-#6 AWG (GRD)
(C) 2-#6 AWG (CKT. A-5, 7z LIGHTING)
2-#4 AWG (CKTS. A-13 & A-15z RECEPTACLES)
1-#4 AWG (RECEPTACLE NEUTRAL)
1-#4 AWG (GRD)
(D) 2-#6 AWG (CKT. A-5, 7z LIGHTING)
1-#4 AWG (CKT. A-15z RECEPTACLE)
1-#4 AWG (RECEPTACLE NEUTRAL)
1-#4 AWG (GRD)
NOTES
1. ABOVE GROUND CONDUITS AND CONDUCTORS SHOULD BE PROVIDED WHERE NECESSARY BY CONTRACTOR, INFEASIBLE TO SHOW SAME IN PLAN VIEW.
2. CONTRACTOR SHALL COORDINATE POWER TO ANY EXISTING LIGHT POLES ADJACENT TO PROJECT LIMITS AND BEING SERVED BY EXISTING LOAD CENTERS CALLED FOR REMOVAL.
3. CONTRACTOR SHALL INSTALL PULL BOX PROVIDED BY FPL APPROXIMATELY TWO FEET FROM SERVICE SOURCE POLE AND THE SERVICE FEEDER FROM THE HAND HOLE TO THE SERVICE POINT (LOAD CENTER). AFTER INSPECTION IS APPROVED FPL WILL INSTALL RISER AND CONNECT NEW SERVICE FEEDER.
0 10 40
Feet
RELEASED FOR CONSTRUCTION
MAR 19 2013
JOSE A GONZALEZ
No 58898
STATE OF FLORIDA
PROFESSIONAL ENGINEER
REVISIONS
DATE
DESCRIPTION
HDR
HDR Engineering, Inc.
STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION
ROAD NO.
COUNTY
FINANCIAL PROJECT ID
A1A
PALM BEACH
412489-2-52-01
LIGHTING PLAN
SHEET NO.
L-14


NOTES:
1. PROVIDE STEEL LIGHT POLE ASSEMBLIES ON THE BASCULE SPAN WITH 3 FEET LUMINARY ARM, POLE NOS. 36, 37, 39 AND 40.
2. COORDINATE ALL POLE HEIGHTS WITH STRUCTURES AND ROADWAY TO CONFIRM LIGHTING FIXTURE MOUNTING HEIGHT IS 32' 1" FROM FINAL ROADWAY SURFACE.
LUMINAIRE SPECIFICATIONS
CROSS ARM SPECIFICATIONS
POST SPECIFICATIONS
LUMINAIRE DETAIL
IDENTIFICATION TAG DETAIL
SECTION A-A
DAMPENER DETAIL
PANEL LAYOUT FOR TYPE III DISTRIBUTION
SECTION B-B
FLAGLER MEMORIAL BRIDGE LAMP POST WITH THE PORT LIBERTE 4'-0" CROSS ARM AND THE EDGEWATER CEILING MOUNT #61 150W METAL HALIDE
LIGHT STANDARD MEETS 150 MPH WIND LOAD
ISOLATION WALL LIGHTING ASSEMBLY HEIGHTS*
POLE NO
HEIGHT TO LAMP CENTER
POLE HEIGHT
BANNER ARM LENGTH
COMMENTS
JOSE A GONZALEZ
LICENSE
No. 58896
STATE OF FLORIDA
PROFESSIONAL ENGINEER
3/19/13
RELEASED FOR CONSTRUCTION
MAR 19 2013
REVISIONS
DATE
DESCRIPTION
HDR
HDR Engineering, Inc.
STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION
ROAD NO.
COUNTY
FINANCIAL PROJECT ID
A1A
PALM BEACH
412439-2-52-01
LUMINAIRE AND FOUNDATION DETAIL (1 OF 3)
SHEET NO.
L-15

LUMINAIRE NOTES

1. THESE NOTES AND DETAILS ADDRESS ONLY THE STRUCTURAL DETAILS OF THE LIGHTING STRUCTURES.
2. UTILITIES: ADEQUATE PROVISION MUST BE MADE FOR THE PROTECTION AND/OR RELOCATION OF EXISTING UTILITIES. USERS OF THESE NOTES ARE CAUTIONED TO VERIFY THAT THERE WILL BE NO INTERFERENCE BETWEEN THE UTILITIES AND THE FOUNDATION.
3. CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION" (CURRENT EDITION), EXCEPT FOR METHOD OF PAYMENT.
4. FOR LIGHTING GENERAL NOTES, SEE SHEET L-2.

SUBMITTAL REQUIREMENTS

1. THE FOLLOWING INFORMATION MUST BE PROVIDED FOR EVERY GROUP OF STRUCTURES OF EQUAL GEOMETRY:
   DESIGN CALCULATIONS & SHOP DRAWINGS.
2. THE DESIGN CALCULATIONS SHALL CLEARLY STATE THE TOP OF FOUNDATION REACTIONS. ALL OF THE REACTIONS SHALL BE BASED UPON A 150 MPH BASIC DESIGN WIND SPEED.

STRUCTURAL DESIGN NOTES

1. LUMINAIRE DESIGN SHALL COMPLY WITH:
   A. AMERICAN ASSOCIATION OF STATE HIGHWAY AND TRANSPORTATION OFFICIALS "STANDARD SPECIFICATIONS FOR STRUCTURAL SUPPORTS FOR HIGHWAY SIGNS, LUMINAIRES AND TRAFFIC SIGNALS", 5TH EDITION (2009).
   B. FLORIDA DEPARTMENT OF TRANSPORTATION FDOT MARCH 2010 (LTSS) MODIFICATIONS.
   C. FDOT STRUCTURES MANUAL (MARCH 2010 EDITION).
2. DESIGN WIND SPEED:
   BASIC WIND SPEED: 150 MPH.
3. THE LIGHTING STRUCTURE DETAILS SHOWN ON SHEET L-15 ARE NOT COMPLETE DETAILS, INSTEAD, THE DETAILS INDICATE THE DESIRED APPEARANCE OF THE STRUCTURE. THE FABRICATOR SHALL BE RESPONSIBLE FOR THE COMPLETE DESIGN AND DETAILING OF THE STRUCTURE. CALCULATIONS AND SHOP DRAWINGS SHALL BE SIGNED AND SEALED BY A PROFESSIONAL ENGINEER REGISTERED IN THE STATE OF FLORIDA IN COMPLIANCE WITH FLORIDA LAWS AND REGULATIONS.
4. FOR FRANGIBLE POLE BASE DESIGN, PROVIDE DESIGN CALCULATION AND/OR TEST RESULTS INDICATING THAT THE COMPONENTS ARE CAPABLE OF PROVIDING THE REQUIRED CAPACITY. CERTIFY THAT THE FRANGIBLE BASE CONFORMS TO THE CURRENT FHWA REQUIRED AASHTO FRANGIBILITY REQUIREMENTS, TESTED UNDER NCHRP REPORT 350 GUIDELINES. POLES BEHIND BRIDGE BARRIER OR MOUNTED ON WALL 5, SHALL BE NON-FRANGIBLE.
5. ALL STEEL ITEMS SHALL BE GALVANIZED AS FOLLOWS:
   ALL NUTS, BOLTS, WASHERS, AND THREADED BARS/STUDS -> ASTM F2329-05.
6. POLE NOTES:
   A. TRANSVERSE WELDS ARE ALLOWED ONLY AT THE BASE.
   B. POLES CONSTRUCTED OUT OF TWO OR MORE SECTIONS WITH OVERLAPPING SPLICES ARE NOT PERMITTED.
   C. EQUIP POLES WITH A DAMPING DEVICE IF NEEDED PER FATIGUE DESIGN.
7. SHOP DRAWINGS FOR THIS STRUCTURE ARE REQUIRED AND FABRICATION SHALL NOT BEGIN UNTIL THESE SHOP DRAWINGS ARE APPROVED. SHOP DRAWINGS SHALL INCLUDE ANCHOR BOLT ORIENTATION WITH RESPECT TO CROSS ARM AND THE DIRECTION OF TRAFFIC.
8. EXCEPT FOR ANCHOR BOLTS, ALL BOLTS HOLE DIAMETERS SHALL BE EQUAL TO THE BOLT DIAMETER PLUS 1/16", PRIOR TO GALVANIZING. HOLE DIAMETERS FOR ANCHOR BOLTS SHALL NOT EXCEED THE BOLT DIAMETER PLUS 1/2".
9. THE POLE SHALL BE INSTALLED VERTICALLY.
10. THE LIGHTING STRUCTURE SHALL NOT BE ERECTED, UNTIL THE FOUNDATION CONCRETE HAS BEEN ALLOWED TO CURE FOR A MINIMUM OF SEVEN DAYS.
11. PROVIDE "J", "S" OR "C" HOOK AT TOP OF POLE FOR ELECTRICAL CABLE.
12. FURNISH EACH POLE WITH AN ALUMINUM IDENTIFICATION TAG. LOCATE IDENTIFICATION TAG VISIBLE FROM THE DOOR OPENING. INCLUDE THE FOLLOWING INFORMATION: FINANCIAL PROJECT ID, POLE HEIGHT, MANUFACTURER'S NAME AND CERTIFICATION NUMBER.
13. PERFORM ALL WELDING IN ACCORDANCE WITH THE AMERICAN WELDING SOCIETY STRUCTURAL WELDING CODE ALUMINUM ANSI/AWS D1.2 (CURRENT EDITION).

FOUNDATION NOTES:

1. MATERIAL STRESSES:
   ALL ALLOWABLE STRESSES ARE IN ACCORDANCE WITH CURRENT AASHTO STANDARD SPECIFICATIONS FOR ALL THE MATERIALS SHOWN IN THE PLANS.
2. CONCRETE SHOULD BE CLASS I WITH A MINIMUM 28-DAY COMPRESSIVE STRENGTH OF 3000 PSI.
3. ALL REINFORCING STEEL SHALL BE ASTM A615, GRADE 60.
4. ANCHOR BOLTS:
   ANCHOR BOLTS SHALL BE DESIGNED TO EFFECTIVELY TRANSMIT THE REQUIRED FORCES TO THE DRILLED SHAFT OR PEDESTAL AND SHALL BE GALVANIZED IN ACCORDANCE WITH THE SPECIFICATIONS.

   THE CONTRACTOR SHALL BE RESPONSIBLE FOR ASSURING THAT THE ANCHOR BOLTS FIT WITHIN THE REINFORCING CAGE OF THE DRILLED SHAFT OR PEDESTAL.
5. DESIGN CALCULATIONS AND SHOP DRAWINGS FOR THE ANCHOR BOLTS ARE REQUIRED.
6. THE FOUNDATION SHALL BE PREPARED IN ACCORDANCE WITH SPECIFICATION SECTION 455. THE CONTRACTOR SHALL CONTACT UTILITY COMPANIES AND FIELD VERIFY ADJACENT UTILITIES AND OTHER OBSTRUCTIONS PRIOR TO CONSTRUCTION.
7. FOUNDATION CONDUIT MIGHT NOT BE SHOWN FOR CLARITY.
8. THE FOUNDATIONS ARE DESIGNED FOR THE SERVICE LOADS APPLIED BY THE POLE TO THE TOP OF DRILLED SHAFT OR PEDESTAL AS SHOWN IN THE TABLE ON SHEET L-17. IF THE POLE APPLIES LOADS THAT ARE IN EXCESS OF THOSE SHOWN, THE CONTRACTOR SHALL REDESIGN THE FOUNDATION AND SUBMIT HIS DESIGN TO THE ENGINEER FOR REVIEW. THE CONTRACTOR'S REDESIGN SHALL BE PREPARED, SIGNED AND SEALED BY A PROFESSIONAL ENGINEER LICENSED IN THE STATE OF FLORIDA AND SHALL BE SUBMITTED BY THE CONTRACTOR TO THE ENGINEER FOR REVIEW AND APPROVAL SHOWING THAT THESE REQUIREMENTS HAVE BEEN MET PRIOR TO CONSTRUCTION.
9. SHOP-WELD ASSEMBLIES OF FOUNDATION STIRRUP REINFORCING BARS ARE PERMITTED IN REINFORCED CONCRETE FOUNDATION PROVIDED THAT:
   A. THE REINFORCING BARS CONFORM TO ASTM SPECIFICATION A706/706M.
   B. THE HOLDING WIRES CONFORM TO ASTM SPECIFICATION A1064.
   C. THE SHOP WELDING IS PERFORMED BY MACHINES UNDER A CONTINUOUS, CONTROLLED PROCESS, APPROVED BY THE ENGINEER.
   D. QUALITY CONTROL YIELD STRENGTH AND TENSILE STRENGTH TEST ARE PERFORMED ON SHOP-WELDED SPECIMENS AND THE TEST RESULTS ARE AVAILABLE, UPON REQUEST, TO THE ENGINEER.
10. FOUNDATIONS WERE DESIGNED BASED UPON THE FOLLOWING SOIL CRITERIA:
    CLASSIFICATION = COHESIONLESS (SAND).
    FRICTION ANGLE = 29 DEGREES.
    UNIT WEIGHT = 47.6 (ASSUMED SATURATED).

RELEASED FOR CONSTRUCTION
MAR 19 2013

NELSON E CANJURA
LICENSE
No. 43235
STATE OF
PROFESSIONAL ENGINEER

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

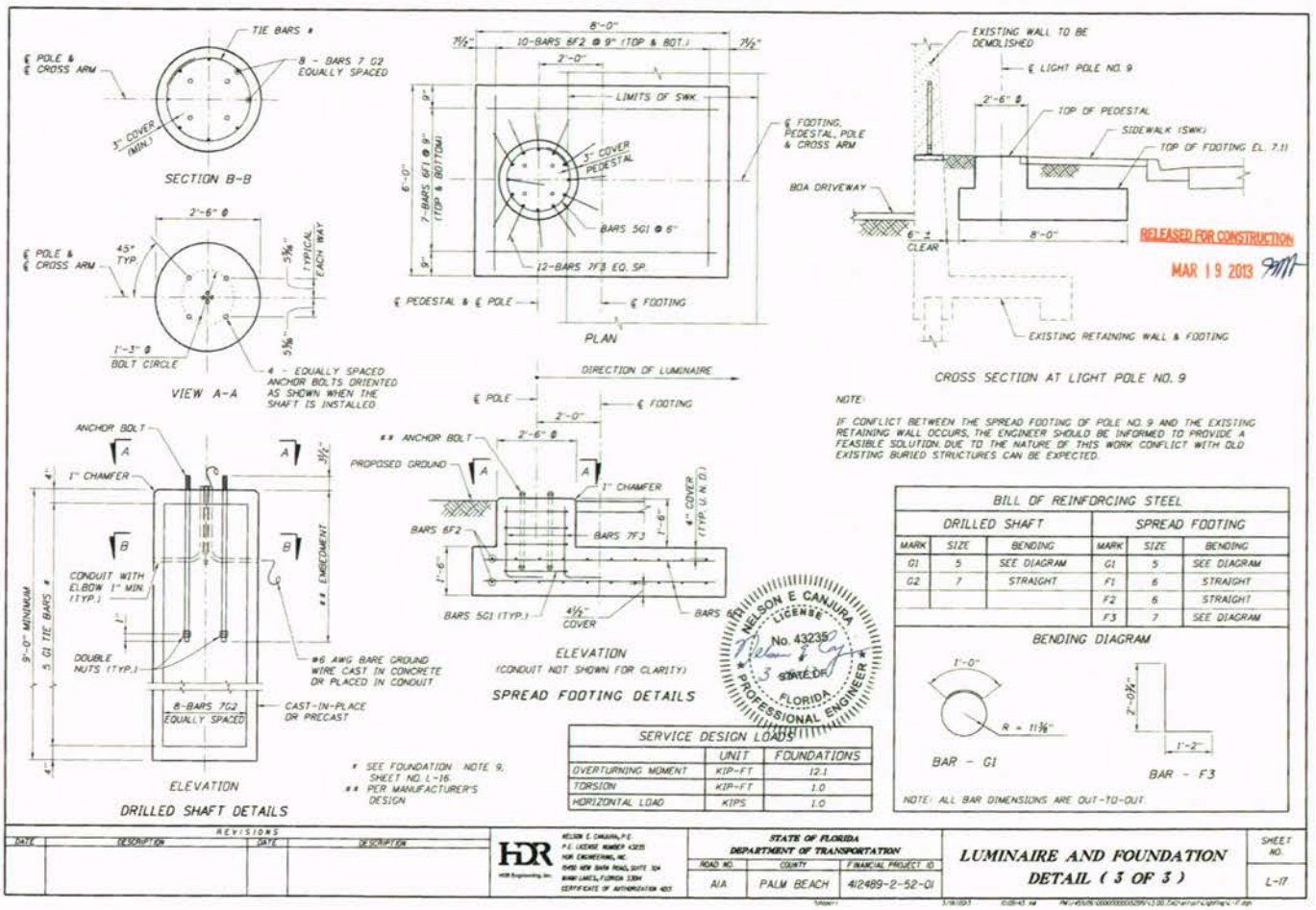
HDR Engineering, Inc.
CERTIFICATE OF AUTHORIZATION #00

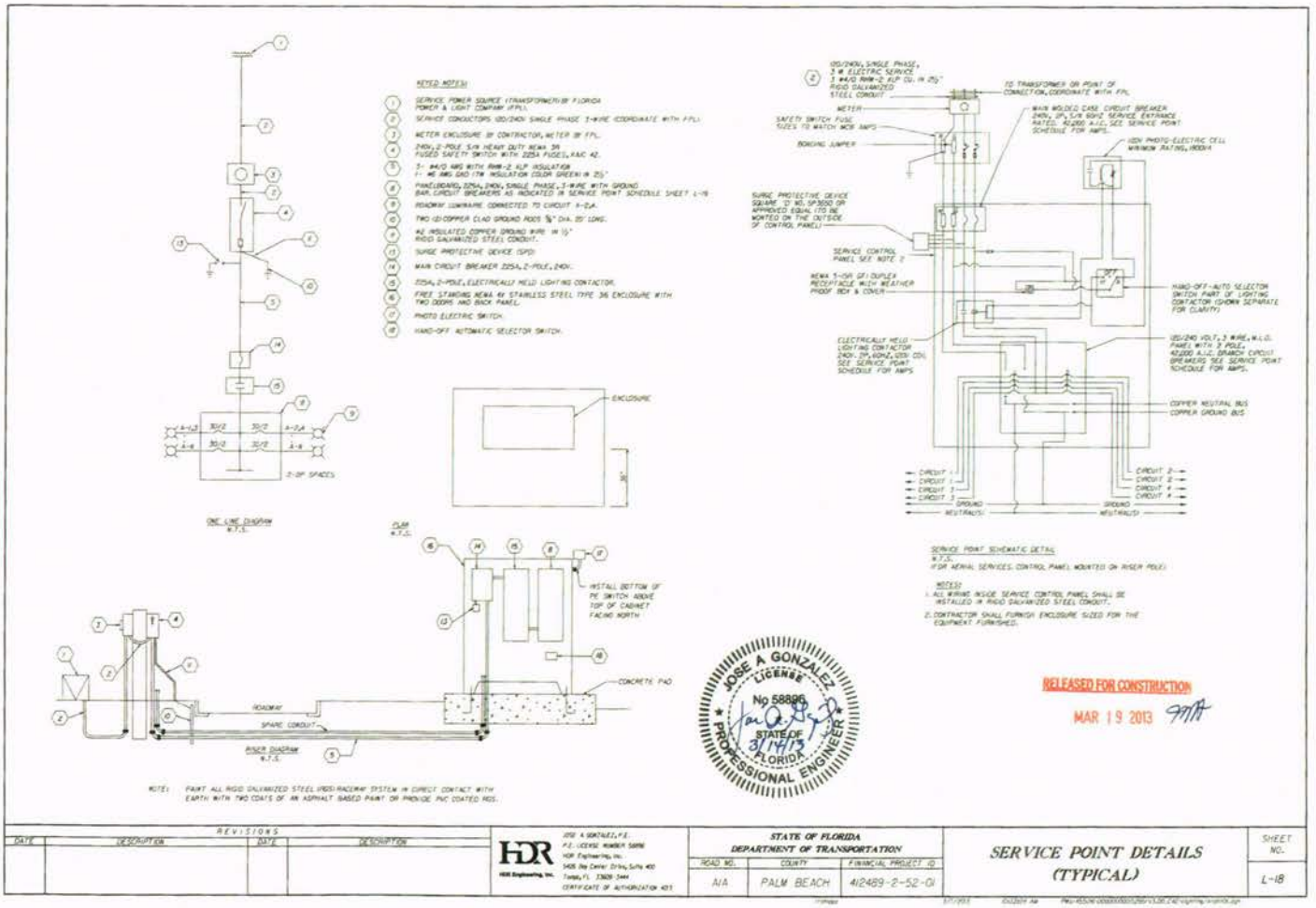
STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
A1A	PALM BEACH	4128B9-2-52-01

LUMINAIRE AND FOUNDATION DETAIL (2 OF 3)

SHEET NO. L-16


TIE BARS #
℄ POLE & ℄ CROSS ARM
8 - BARS 7 G2 EQUALLY SPACED
3" COVER (MIN.)
SECTION B-B
2'-6" ø
45° TYP.
5¾" TYPICAL EACH WAY
1'-3" ø BOLT CIRCLE
4 - EQUALLY SPACED ANCHOR BOLTS ORIENTED AS SHOWN WHEN THE SHAFT IS INSTALLED
VIEW A-A
8'-0"
10-BARS 6F2 @ 9" (TOP & BOT.)
7½"
2'-0"
LIMITS OF SWK
7-BARS 6F1 @ 9" (TOP & BOTTOM)
3" COVER PEDESTAL
BARS 5G1 @ 6"
12-BARS 7F3 EQ. SP.
℄ FOOTING, PEDESTAL, POLE & CROSS ARM
℄ PEDESTAL & ℄ POLE
℄ FOOTING
PLAN
EXISTING WALL TO BE DEMOLISHED
℄ LIGHT POLE NO. 9
2'-6" ø
TOP OF PEDESTAL
SIDEWALK (SWK)
TOP OF FOOTING EL. 7.11
BOA DRIVEWAY
6" CLEAR
8'-0"
EXISTING RETAINING WALL & FOOTING
CROSS SECTION AT LIGHT POLE NO. 9
RELEASED FOR CONSTRUCTION
MAR 19 2013
DIRECTION OF LUMINAIRE
℄ POLE
℄ FOOTING
2'-0"
2'-6" ø
** ANCHOR BOLT
PROPOSED GROUND
1" CHAMFER
BARS 6F2
BARS 7F3
4" COVER (TYP. U.N.O.)
1'-6"
BARS 5G1 (TYP.)
4½" COVER
BARS 6
ELEVATION
(CONDUIT NOT SHOWN FOR CLARITY)
SPREAD FOOTING DETAILS
ANCHOR BOLT
1" CHAMFER
3½"
CONDUIT WITH ELBOW 1" MIN. (TYP.)
EMBEDMENT
9'-0" MINIMUM
5 G1 TIE BARS #
1"
DOUBLE NUTS (TYP.)
#6 AWG BARE GROUND WIRE CAST IN CONCRETE OR PLACED IN CONDUIT
8-BARS 7G2 EQUALLY SPACED
CAST-IN-PLACE OR PRECAST
4"
ELEVATION
DRILLED SHAFT DETAILS
* SEE FOUNDATION NOTE 9, SHEET NO. L-16.
** PER MANUFACTURER'S DESIGN
NOTE:
IF CONFLICT BETWEEN THE SPREAD FOOTING OF POLE NO. 9 AND THE EXISTING RETAINING WALL OCCURS, THE ENGINEER SHOULD BE INFORMED TO PROVIDE A FEASIBLE SOLUTION. DUE TO THE NATURE OF THIS WORK CONFLICT WITH OLD EXISTING BURIED STRUCTURES CAN BE EXPECTED.
BILL OF REINFORCING STEEL
DRILLED SHAFT
SPREAD FOOTING
MARK | SIZE | BENDING
G1 | 5 | SEE DIAGRAM
G2 | 7 | STRAIGHT
F1 | 6 | STRAIGHT
F2 | 6 | STRAIGHT
F3 | 7 | SEE DIAGRAM
BENDING DIAGRAM
1'-0"
R = 11⅛"
BAR - G1
2'-0½"
1'-2"
BAR - F3
NOTE: ALL BAR DIMENSIONS ARE OUT-TO-OUT.
NELSON E CANJURA LICENSE No. 43235 STATE OF FLORIDA PROFESSIONAL ENGINEER
SERVICE DESIGN LOADS
UNIT | FOUNDATIONS
OVERTURNING MOMENT | KIP-FT | 12.1
TORSION | KIP-FT | 1.0
HORIZONTAL LOAD | KIPS | 1.0
REVISIONS
DATE | DESCRIPTION | DATE | DESCRIPTION
HDR
NELSON E. CANJURA, P.E. P.E. LICENSE NUMBER 43235 HDR ENGINEERING, INC. 3940 NEW SMYRNA ROAD, SUITE 104 MIAMI LAKES, FLORIDA 33014 CERTIFICATE OF AUTHORIZATION 4253
STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
ROAD NO. | COUNTY | FINANCIAL PROJECT ID
A1A | PALM BEACH | 412489-2-52-01
LUMINAIRE AND FOUNDATION DETAIL (3 OF 3)
SHEET NO. L-17


KEYED NOTES:
1 SERVICE POWER SOURCE (TRANSFORMER) BY FLORIDA POWER & LIGHT COMPANY (FPL).
2 SERVICE CONDUCTORS 120/240V, SINGLE PHASE 3-WIRE (COORDINATE WITH FPL).
3 METER ENCLOSURE BY CONTRACTOR, METER BY FPL.
4 240V, 2-POLE, 5/8 HEAVY DUTY NEMA 3R FUSED SAFETY SWITCH WITH 225A FUSES, KAIC 42.
5 3- #4/0 AWG WITH RHW-2 XLP INSULATION 1- #6 AWG GRD (TW INSULATION COLOR GREEN) in 2½"
6 PANELBOARD, 225A, 240V, SINGLE PHASE, 3-WIRE WITH GROUND BAR, CIRCUIT BREAKERS AS INDICATED IN SERVICE POINT SCHEDULE SHEET L-19
7 ROADWAY LUMINAIRE CONNECTED TO CIRCUIT 1-2A.
8 TWO (2) COPPER CLAD GROUND RODS ¾" DIA. 20' LONG.
9 #2 INSULATED COPPER GROUND WIRE IN 1½" RIGID GALVANIZED STEEL CONDUIT.
10 SURGE PROTECTIVE DEVICE (SPD)
11 MAIN CIRCUIT BREAKER 225A, 2-POLE, 240V.
12 225A, 2-POLE, ELECTRICALLY HELD LIGHTING CONTACTOR.
13 FREE STANDING NEMA 4X STAINLESS STEEL TYPE 316 ENCLOSURE WITH TWO DOORS AND BACK PANEL.
14 PHOTO ELECTRIC SWITCH.
15 HAND-OFF AUTOMATIC SELECTOR SWITCH.
120/240V, SINGLE PHASE, 3 # ELECTRIC SERVICE 1 #4/0 RHW-2 XLP CU. IN 2½" RIGID GALVANIZED STEEL CONDUIT
TO TRANSFORMER OR POINT OF CONNECTION, COORDINATE WITH FPL
METER
SAFETY SWITCH FUSE SIZES TO MATCH MCB AMPS
BONDING JUMPER
MAIN MOLDED CASE CIRCUIT BREAKER 240V, 2P, 3-W 60HZ SERVICE ENTRANCE RATED, 42,000 A.I.C. SEE SERVICE POINT SCHEDULE FOR AMPS.
120V PHOTO-ELECTRIC CELL WINDOW RATING, 1800VA
SURGE PROTECTIVE DEVICE SQUARE 'D' NO. SP3650 OR APPROVED EQUAL TO BE MOUNTED ON THE OUTSIDE OF CONTROL PANEL)
SERVICE CONTROL PANEL SEE NOTE 2
NEMA 5-15R GFI DUPLEX RECEPTACLE WITH WEATHER PROOF BOX & COVER
HAND-OFF-AUTO SELECTOR SWITCH PART OF LIGHTING CONTACTOR (SHOWN SEPARATE FOR CLARITY)
ELECTRICALLY HELD LIGHTING CONTACTOR 240V, 2P, 60HZ, 120V COIL SEE SERVICE POINT SCHEDULE FOR AMPS
120/240 VOLT, 3 WIRE, M.L.O. PANEL WITH 3 POLE, 42,000 A.I.C. BRANCH CIRCUIT BREAKERS SEE SERVICE POINT SCHEDULE FOR AMPS.
COPPER NEUTRAL BUS
COPPER GROUND BUS
CIRCUIT 1
CIRCUIT 3
CIRCUIT 5
GROUND
NEUTRALS
CIRCUIT 2
CIRCUIT 4
CIRCUIT 6
GROUND
NEUTRALS
SERVICE POINT SCHEMATIC DETAIL N.T.S. (FOR NEMA 3R SERVICES, CONTROL PANEL MOUNTED ON RISER POLE)
NOTES:
1. ALL WIRING INSIDE SERVICE CONTROL PANEL SHALL BE INSTALLED IN RIGID GALVANIZED STEEL CONDUIT.
2. CONTRACTOR SHALL FURNISH ENCLOSURE SIZED FOR THE EQUIPMENT FURNISHED.
2-SPARE SPACES
ONE LINE DIAGRAM N.T.S.
ENCLOSURE
PLAN N.T.S.
INSTALL BOTTOM OF PE SWITCH ABOVE TOP OF CABINET FACING NORTH
CONCRETE PAD
ROADWAY
SPARE CONDUIT
RISER DIAGRAM N.T.S.
NOTE: PAINT ALL RIGID GALVANIZED STEEL UNDERGROUND SYSTEM IN DIRECT CONTACT WITH EARTH WITH TWO COATS OF AN ASPHALT BASED PAINT OR PROVIDE PVC COATED RIGS.
JOSE A GONZALEZ LICENSE No 58896 STATE OF FLORIDA PROFESSIONAL ENGINEER 3/14/13
RELEASED FOR CONSTRUCTION
MAR 19 2013
REVISIONS
DATE
DESCRIPTION
DATE
DESCRIPTION
HDR
JOSE A GONZALEZ, P.E.
P.E. LICENSE NUMBER 58896
HDR Engineering, Inc.
5426 Bay Center Drive, Suite 400
Tampa, FL 33609-3444
CERTIFICATE OF AUTHORIZATION #01
STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION
ROAD NO.
COUNTY
FINANCIAL PROJECT ID
A1A
PALM BEACH
412489-2-52-01
SERVICE POINT DETAILS (TYPICAL)
SHEET NO.
L-18

SERVICE POINT A SCHEDULE				
SERVICE POINT DESIGNATION	MAIN & CIRCUIT BREAKER SIZES	LIGHTING CONTACTOR & PANEL	SERVICE LOAD & CIRCUITS (AMPS)	TOTAL DESIGN LOAD (AMPS)
	MCB 225A, 2P	225A	111.38	139.22
CIRCUITS (120/240V)		DESCRIPTION		
A-1, 3	30A, 2P	ROWY. LIGHTING	10.40	13.81
A-2, 4	30A, 2P	ROWY. LIGHTING	10.40	13.81
A-5, 7	30A, 2P	ROWY. LIGHTING	13.60	18.06
A-6, 8	30A, 2P	ROWY. LIGHTING	14.40	19.13
A-9	30A, 1P	RECEPTACLES	8.76	12.78
A-10	20A, 1P	RECEPTACLES	10.22	12.78
A-11	20A, 1P	RECEPTACLES	10.22	10.95
A-12	20A, 1P	RECEPTACLES	8.76	10.95
A-13	20A, 1P	RECEPTACLES	13.14	16.43
A-14	20A, 1P	RECEPTACLES	13.14	16.43
A-15	20A, 1P	RECEPTACLES	11.68	14.60
A-16	20A, 1P	RECEPTACLES	13.14	16.43
A-17, 19	20A, 2P	PIER LIGHTING	7.70	9.63
A-18, 20	20A, 1P	SPARE		
A-21	20A, 1P	SPARE		
A-22 TO 24		SPACE		
TOTAL CONNECTED LOAD		= 24.3KVA		
FUTURE LOAD (10%)		= 2.43KVA		
TOTAL DESIGN LOAD		= 26.73KVA x 1.25 = 33.4KVA		

SERVICE POINT B SCHEDULE				
SERVICE POINT DESIGNATION	MAIN & CIRCUIT BREAKER SIZES	LIGHTING CONTACTOR & PANEL	SERVICE LOAD & CIRCUITS (AMPS)	TOTAL DESIGN LOAD (AMPS)
	MCB 225A, 2P	225A	169.38	211.67
CIRCUITS (120/240V)		DESCRIPTION		
B-1, 3	30A 2P	ROWY. LIGHTING	13.22	17.53
B-2, 4	30A 2P	ROWY. LIGHTING	13.22	17.53
B-5, 7	30A 2P	ROWY. LIGHTING	8.00	10.63
B-6, 8	30A 2P	ROWY. LIGHTING	8.00	10.63
B-9	20A 1P	RECEPTACLES	11.68	14.60
B-10	20A 1P	RECEPTACLES	11.68	14.60
B-11	20A 1P	RECEPTACLES	11.68	14.60
B-12	20A 1P	RECEPTACLES	11.68	14.60
B-13	20A 1P	RECEPTACLES	7.30	9.13
B-14	20A 1P	RECEPTACLES	7.30	9.13
B-15	20A 1P	RECEPTACLES	7.30	9.13
B-16	20A 1P	RECEPTACLES	7.30	9.13
B-17, 19	20A, 2P	PIER LIGHTING	11.00	13.75
B-18, 20	20A, 2P	PIER LIGHTING	11.00	13.75
B-21, 23	40A, 2P	EXIST. ROWY.	13.20	12.45
B-22, 24	40A, 2P	EXIST. ROWY.	12.10	11.42
B-25, 27	30A, 2P	FUTURE LAKE TRAIL		
B-26, 28	30A, 2P	FUTURE LAKE TRAIL		
B-29, 31	30A, 2P	SPARE		
B-30, 32	30A, 2P	SPARE		
B-33	20A, 1P	SPARE		
B-34 TO 36		SPACE		
TOTAL CONNECTED LOAD		= 30.65KVA		
FUTURE LOAD		= 10KVA		
TOTAL DESIGN LOAD		= 40.65KVA x 1.25 = 50.8KVA		

JOSE A GONZALEZ LICENSE No 58896 STATE OF FLORIDA PROFESSIONAL ENGINEER
3/14/13

RELEASED FOR CONSTRUCTION
MAR 19 2013

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

HDR Engineering, Inc.

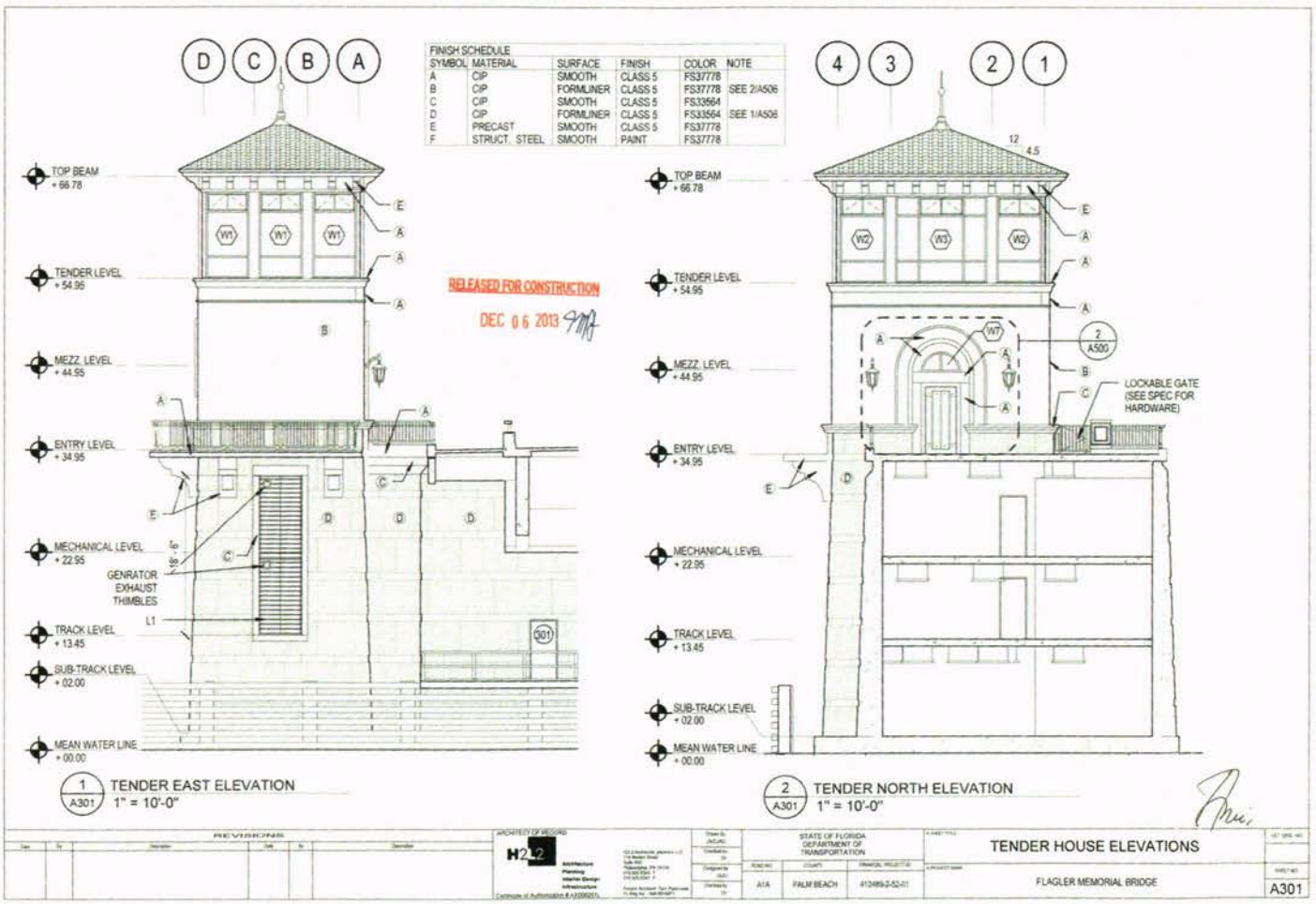
JOSE A GONZALEZ, P.E.
P.E. LICENSE NUMBER 58896
HDR Engineering, Inc.
5426 Bay Center Drive, Suite 400
Tampa, FL 33609-3444
CERTIFICATE OF AUTHORIZATION 4213

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
A1A	PALM BEACH	412489-2-52-01

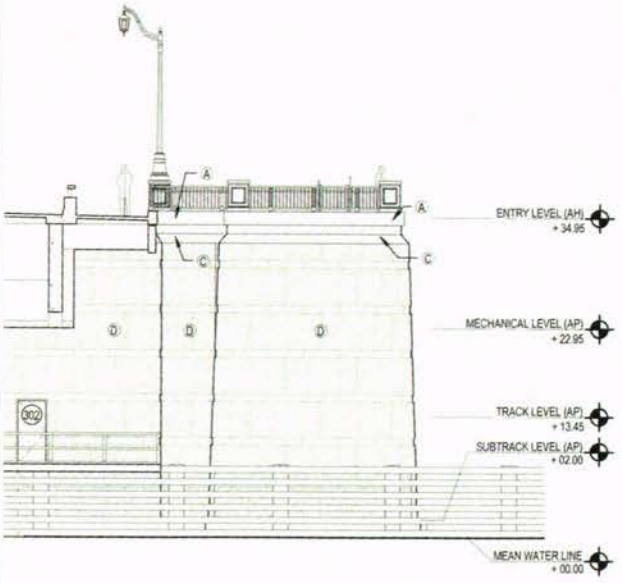
SERVICE POINT SCHEDULES

SHEET NO. L-19

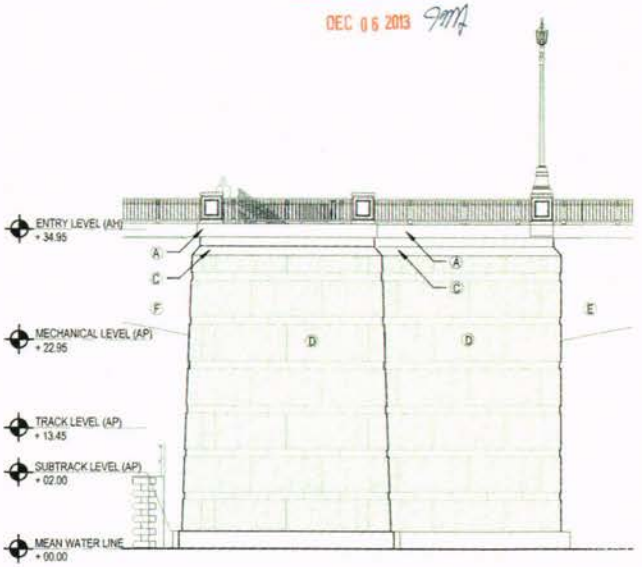

D C B A
4 3 2 1
FINISH SCHEDULE
SYMBOL MATERIAL SURFACE FINISH COLOR NOTE
A CIP SMOOTH CLASS 5 FS37778
B CIP FORMLINER CLASS 5 FS37778 SEE 2/A506
C CIP SMOOTH CLASS 5 FS33564
D CIP FORMLINER CLASS 5 FS33564 SEE 1/A506
E PRECAST SMOOTH CLASS 5 FS37778
F STRUCT. STEEL SMOOTH PAINT FS37778
RELEASED FOR CONSTRUCTION
DEC 06 2013
TOP BEAM + 66.78
TENDER LEVEL + 54.95
MEZZ. LEVEL + 44.95
ENTRY LEVEL + 34.95
MECHANICAL LEVEL + 22.95
GENRATOR EXHAUST THIMBLES
TRACK LEVEL + 13.45
SUB-TRACK LEVEL + 02.00
MEAN WATER LINE + 00.00
16'-6"
LOCKABLE GATE (SEE SPEC FOR HARDWARE)
1 A301 TENDER EAST ELEVATION 1" = 10'-0"
2 A301 TENDER NORTH ELEVATION 1" = 10'-0"
REVISIONS
STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
A1A PALM BEACH 413489-2-52-01
TENDER HOUSE ELEVATIONS
FLAGLER MEMORIAL BRIDGE
A301

FINISH SCHEDULE					
SYMBOL	MATERIAL	SURFACE	FINISH	COLOR	NOTE
A	CIP	SMOOTH	CLASS 5	FS37778	
B	CIP	FORMLINER	CLASS 5	FS37778	SEE 2/A506
C	CIP	SMOOTH	CLASS 5	FS33564	
D	CIP	FORMLINER	CLASS 5	FS33564	SEE 1/A506
E	PRECAST	SMOOTH	CLASS 5	FS37778	
F	STRUCT. STEEL	SMOOTH	PAINT	FS37778	

RELEASED FOR CONSTRUCTION
DEC 06 2013



1 / A302 ACCESS PLATFORM WEST ELEVATION
1" = 10'-0"



2 / A302 ACCESS PLATFORM SOUTH ELEVATION
1" = 10'-0"

REVISIONS

ARCHITECT OF RECORD
H2M2 Architecture Planning Interior Design Interpretation

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

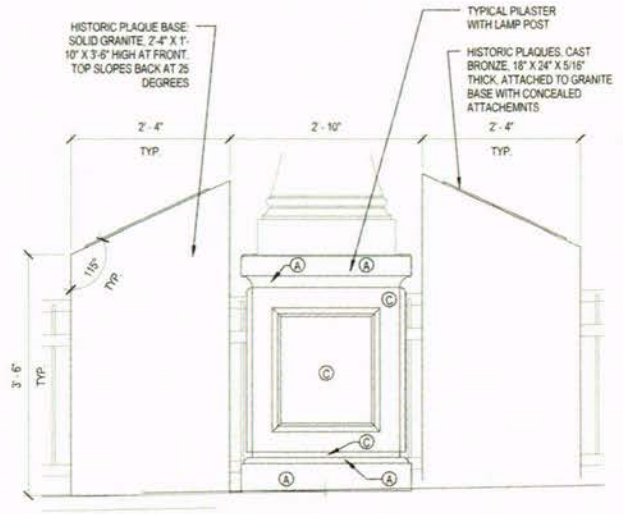
DISTRICT	COUNTY	FINANCIAL PROJECT ID
4	PALM BEACH	413469-2-52-01

ACCESS PLATFORM ELEVATIONS

FLAGLER MEMORIAL BRIDGE

SHEET NO.
A302

FINISH SCHEDULE					
SYMBOL	MATERIAL	SURFACE	FINISH	COLOR	NOTE
A	CIP	SMOOTH	CLASS 5	FS37778	
B	CIP	FORMLINER	CLASS 5	FS37778	SEE 2/A506
C	CIP	SMOOTH	CLASS 5	FS33564	
D	CIP	FORMLINER	CLASS 5	FS33564	SEE 1/A506
E	PRECAST	SMOOTH	CLASS 5	FS37778	
F	STRUCT. STEEL	SMOOTH	PAINT	FS37778	



RELEASED FOR CONSTRUCTION
DEC 06 2013

1 / A401 OVERLOOK REAR ELVATION
3/4" = 1'-0"

REVISIONS

ARCHITECT OF RECORD
H2L2 Architecture Planning Interior Design Infrastructure

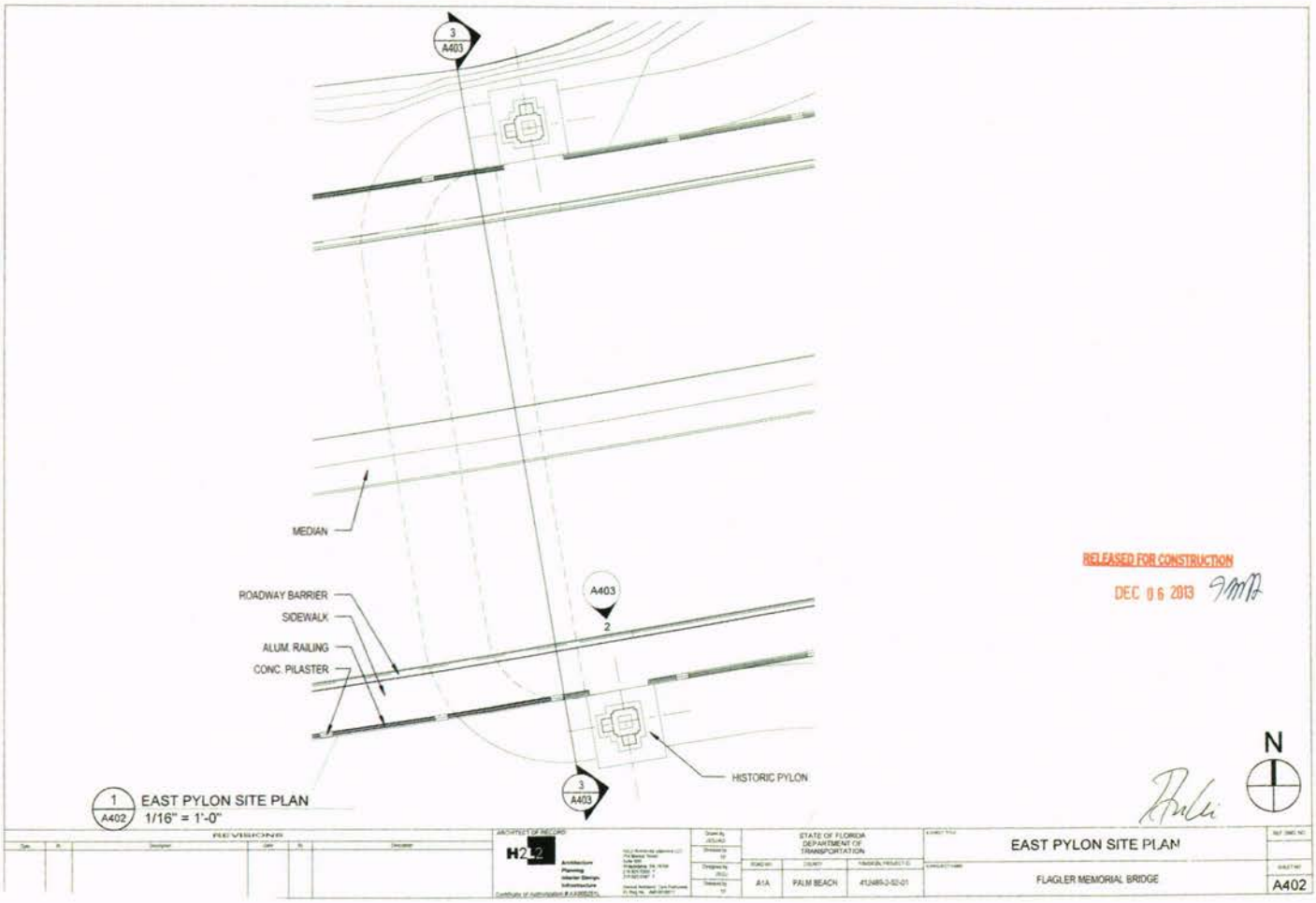
ESTATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
A1A	PALM BEACH	4124892-52-01

TYPICAL OVERLOOK PLAN AND ELEVATIONS

FLAGLER MEMORIAL BRIDGE

SHEET NO. A401



1 / A402 EAST PYLON SITE PLAN
1/16" = 1'-0"

RELEASED FOR CONSTRUCTION
DEC 06 2013

REVISIONS

ARCHITECT OF RECORD
H2L2 Architecture Planning Interior Design Infrastructure

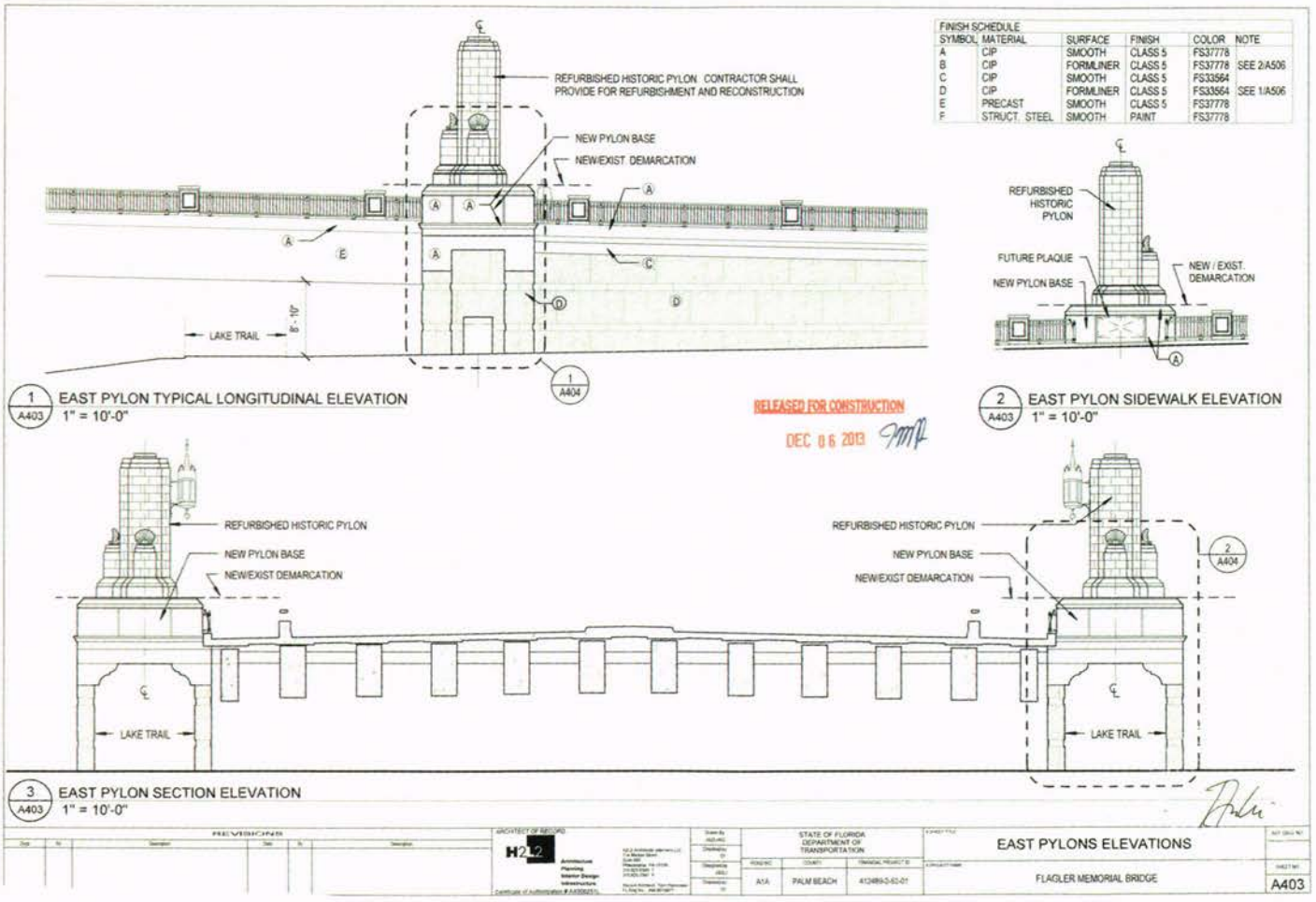
STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
A1A	PALM BEACH	412489-2-52-01

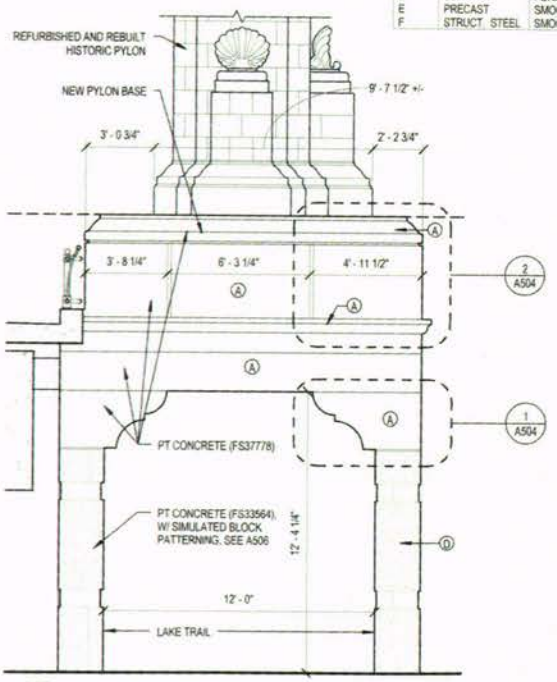
EAST PYLON SITE PLAN

FLAGLER MEMORIAL BRIDGE

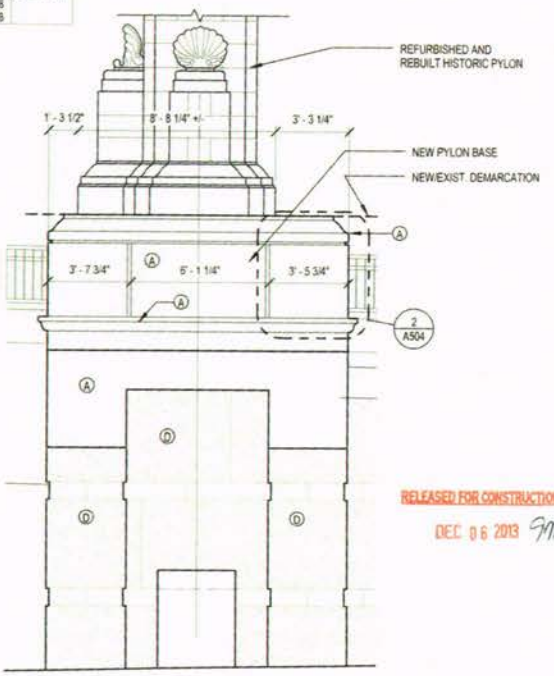
A402


FINISH SCHEDULE
SYMBOL MATERIAL SURFACE FINISH COLOR NOTE
A CIP SMOOTH CLASS 5 FS37778
B CIP FORMLINER CLASS 5 FS37778 SEE 2/A506
C CIP SMOOTH CLASS 5 FS33564
D CIP FORMLINER CLASS 5 FS33564 SEE 1/A506
E PRECAST SMOOTH CLASS 5 FS37778
F STRUCT. STEEL SMOOTH PAINT FS37778
REFURBISHED HISTORIC PYLON CONTRACTOR SHALL PROVIDE FOR REFURBISHMENT AND RECONSTRUCTION
NEW PYLON BASE
NEW/EXIST. DEMARCATION
LAKE TRAIL
8' - 10"
1 A404
1 A403 EAST PYLON TYPICAL LONGITUDINAL ELEVATION
1" = 10'-0"
REFURBISHED HISTORIC PYLON
FUTURE PLAQUE
NEW PYLON BASE
NEW / EXIST. DEMARCATION
2 A403 EAST PYLON SIDEWALK ELEVATION
1" = 10'-0"
RELEASED FOR CONSTRUCTION
DEC 06 2013
REFURBISHED HISTORIC PYLON
NEW PYLON BASE
NEW/EXIST DEMARCATION
LAKE TRAIL
2 A404
3 A403 EAST PYLON SECTION ELEVATION
1" = 10'-0"
REVISIONS
ARCHITECT OF RECORD
H2L2
Architecture
Planning
Interior Design
Infrastructure
STATE OF FLORIDA
DEPARTMENT OF
TRANSPORTATION
A1A
PALM BEACH
413489-3-52-01
EAST PYLONS ELEVATIONS
FLAGLER MEMORIAL BRIDGE
A403

FINISH SCHEDULE					
SYMBOL	MATERIAL	SURFACE	FINISH	COLOR	NOTE
A	CIP	SMOOTH	CLASS 5	FS37778	
B	CIP	FORMLINER	CLASS 5	FS37778	SEE 2/A506
C	CIP	SMOOTH	CLASS 5	FS33564	
D	CIP	FORMLINER	CLASS 5	FS33564	SEE 1/A506
E	PRECAST	SMOOTH	CLASS 5	FS37778	
F	STRUCT. STEEL	SMOOTH	PAINT	FS37778	



2 A404 ENLARGED TRANSVERSE ELEVATION
1/4" = 1'-0"



1 A404 ENLARGED LONGITUDINAL ELEVATION
1/4" = 1'-0"

RELEASED FOR CONSTRUCTION
DEC 06 2013

REVISIONS

ARCHITECT OF RECORD
H2L2 Architecture Planning Interior Design Infrastructure

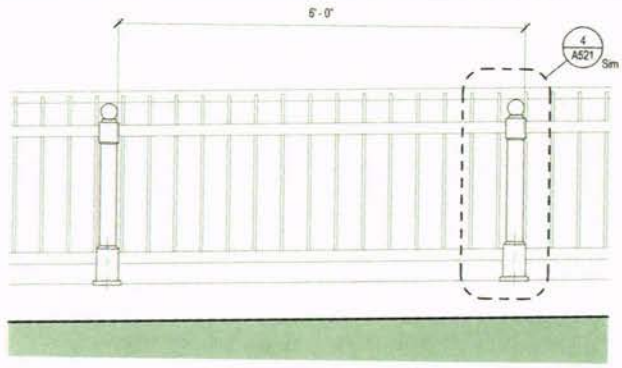
STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

DISTRICT	COUNTY	FINANCIAL PROJECT ID
4	PALM BEACH	412489-3-52-01

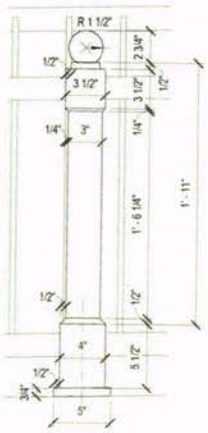
EAST PYLONS ENLARGED ELEVATIONS

FLAGLER MEMORIAL BRIDGE

SHEET NO. A404

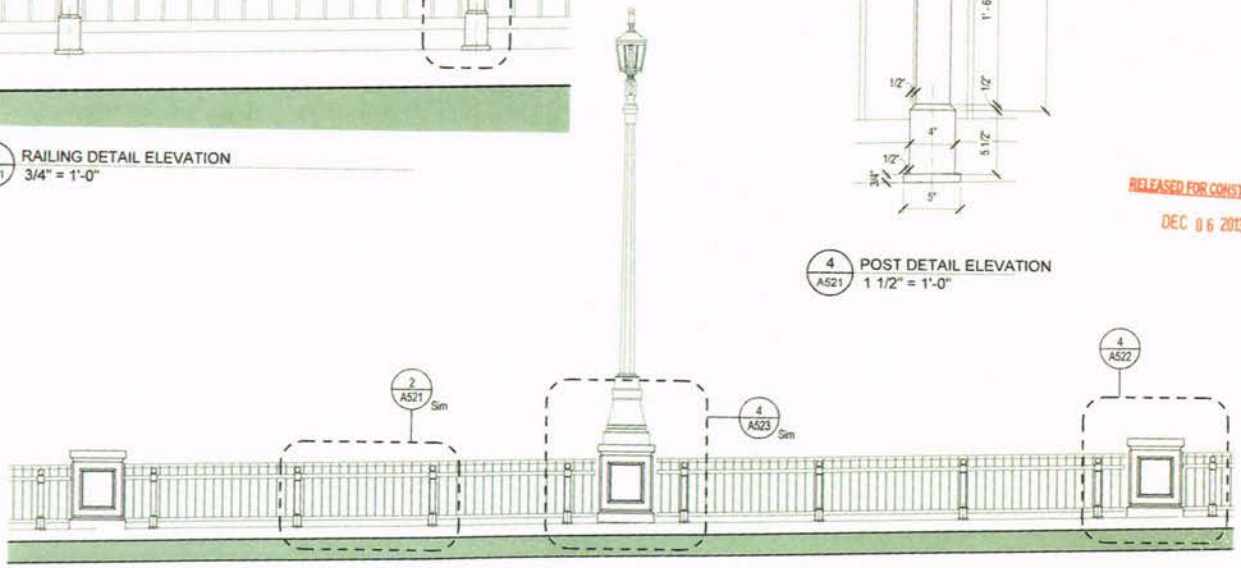


2 A521 RAILING DETAIL ELEVATION
3/4" = 1'-0"



4 A521 POST DETAIL ELEVATION
1 1/2" = 1'-0"

RELEASED FOR CONSTRUCTION
DEC 06 2013



1 A521 PILASTER & RAILING ELEVATION (DECK)
1/4" = 1'-0"

REVISIONS

ARCHITECT OF RECORD
H2L2
Architecture
Planning
Interior Design
Infrastructure

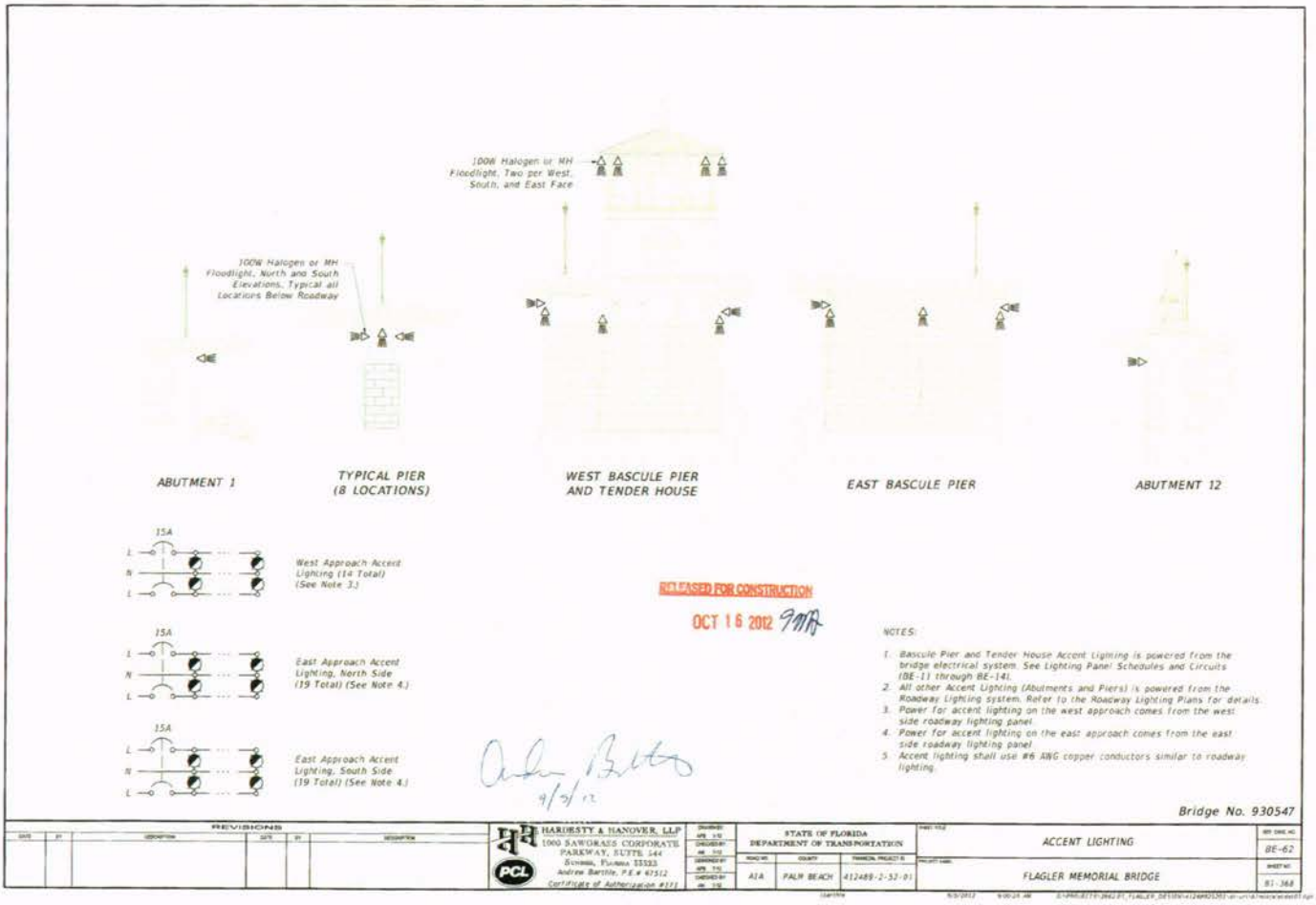
STATE OF FLORIDA
DEPARTMENT OF
TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
A1A	PALM BEACH	413489-2-52-01

RAILING DETAILS

FLAGLER MEMORIAL BRIDGE

SHEET NO.
A521


100W Halogen or MH Floodlight, Two per West, South, and East Face
100W Halogen or MH Floodlight, North and South Elevations, Typical all Locations Below Roadway
ABUTMENT 1
TYPICAL PIER (8 LOCATIONS)
WEST BASCULE PIER AND TENDER HOUSE
EAST BASCULE PIER
ABUTMENT 12
15A
L
N
L
West Approach Accent Lighting (14 Total) (See Note 3.)
15A
L
N
L
East Approach Accent Lighting, North Side (19 Total) (See Note 4.)
15A
L
N
L
East Approach Accent Lighting, South Side (19 Total) (See Note 4.)
RELEASED FOR CONSTRUCTION
OCT 16 2012
NOTES:
1. Bascule Pier and Tender House Accent Lighting is powered from the bridge electrical system. See Lighting Panel Schedules and Circuits (BE-11 through BE-14).
2. All other Accent Lighting (Abutments and Piers) is powered from the Roadway Lighting system. Refer to the Roadway Lighting Plans for details.
3. Power for accent lighting on the west approach comes from the west side roadway lighting panel.
4. Power for accent lighting on the east approach comes from the east side roadway lighting panel.
5. Accent lighting shall use #6 AWG copper conductors similar to roadway lighting.
Bridge No. 930547
REVISIONS
HARDESTY & HANOVER, LLP
1000 SAWGRASS CORPORATE PARKWAY, SUITE 144
Andrew Bartlik, P.E.# 67512
Certificate of Authorization #171
STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
ROAD NO. A1A
COUNTY PALM BEACH
FINANCIAL PROJECT ID 412489-2-52-01
ACCENT LIGHTING
FLAGLER MEMORIAL BRIDGE
BE-62
81-368

TOWN OF PALM BEACH

Town Council Meeting on: December 8, 2015

Section of Agenda

Consent - Other

Agenda Title

Request to Authorize Ordinances, Rules, and Standards Committee to Study a Potential Revision to Chapter 66 (Natural Resource Protection) Relative to State-of-the-Art Components Used in Smart Irrigation Systems

Presenter

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

Supporting Documents

- **Memorandum Dated November 20, 2015, from John S. Page, Director of Planning, Zoning and Building**

TOWN OF PALM BEACH

Information for Town Council Meeting on: December 8, 2015

To: Mayor and Town Council

Via: Thomas G. Bradford, Town Manager

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

Re: Request to Authorize ORS to Study a Potential Revision to Chapter 66 (Natural Resource Protection) Relative to State-of-the-Art Components Used in Smart Irrigation Systems

Date: November 20, 2015

STAFF RECOMMENDATION

Staff recommends that the Town Council authorize the Ordinances, Rules & Standards Committee to study a potential revision to Chapter 66 relative to the required use of state-of-the-art components (controllers, sprinkler heads, soil moisture sensors and valves) used with smart irrigation systems.

GENERAL INFORMATION

Smart irrigation (also referred to as advanced irrigation) reduces water consumption, conserves energy, promotes hearty landscaping, saves money, and is good for the environment. New irrigation systems being permitted/installed in Town are required to contain controllers that are capable of "reading environmental conditions," thus capable of watering high water requirement areas on a different schedule from low water requirement areas. Technological advancements continually offer greater operational efficiency of smart systems.

Controllers are a vital key to achieving smart irrigation, yet the efficiency of related components is vital to overall system success. Related components include sprinkler heads, soil moisture sensors and valves. Chapter 66 of the Code of Ordinances, which contains smart irrigation requirements, lacks sufficient verbiage regarding system components.

Per Code, homeowners with smart irrigation systems that apply for and receive "variance" approval exempting them from day-of-the-week watering requirements must submit an annual certification by a licensed professional confirming that their system is operating as intended. That certification should include all related system components.

cc: John C. Randolph, Town Attorney
Bill Bucklew, Building Official

TOWN OF PALM BEACH

Town Council Meeting on: December 8, 2015

Section of Agenda

Board/Commission Annual Report

Agenda Title

Shore Protection Board Annual Report

Presenter

E. Llwyd Ecclestone, Jr., Chair

Supporting Documents

- **Memorandum Dated November 20, 2015, from H. Paul Brazil, P.E., Director of Public Works**

TOWN OF PALM BEACH

Information for Town Council Meeting on: December 8, 2015

TO: Mayor and Town Council

VIA: Thomas G. Bradford, Town Manager

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

RE: Shore Protection Board Annual Report

DATE: November 20, 2015

STAFF RECOMMENDATION

Town staff requests that Town Council accept the annual Shore Protection Board (SPB) report for the 2015 calendar year.

GENERAL INFORMATION

Shore Protection Board chairperson Llwyd Ecclestone will present the annual SPB report to Town Council on December 8, 2015. The annual report will be finalized following the SPB's December 4, 2015 meeting. Once finalized by Mr. Ecclestone, the report will be provided to Town Council as a supplemental backup item prior to the December 8, 2015 Town Council meeting.

cc: SPB
Robert Weber, Coastal Program Manager

TOWN OF PALM BEACH

Town Council Meeting on: December 8, 2015

Section of Agenda

Committee Reports

Agenda Title

Report of the Ordinances, Rules, & Standards Committee Meeting of November 5, 2015

Presenter

Penelope D. Townsend, Chair

Supporting Documents

- **Report of the Ordinances, Rules, & Standards Committee Meeting of November 5, 2015**

ORDINANCES, RULES, AND STANDARDS COMMITTEE MEETING
HELD ON THURSDAY, NOVEMBER 5, 2015

I. CALL TO ORDER AND ROLL CALL

The Ordinances, Rules, and Standards Committee (ORS) meeting was called to order on November 5, 2015, at 2:00 p.m., in the Town Council Chambers. On roll call, all Committee Members were found to be present.

II. APPROVAL OF AGENDA

The following change was made to the Agenda:

DEFERRED: Item No. IV.B.2., Review Maintenance Responsibilities for Landscaping Encroaching on Adjacent Properties, was deferred to the December 7, 2015, ORS meeting.

Motion was made by Committee Member Moore, and seconded by Chair Townsend, to approve the Agenda, as amended above. On call for a vote, the motion carried unanimously.

III. COMMUNICATIONS FROM CITIZENS – None

IV. REGULAR AGENDA

A. Old Business

1. Discussion Regarding Expansion of Bike Racks Town-wide in the Context of Potential Prohibition from Attaching Bikes to Street Lights and Other Public Structures *(Jay Boodheshwar, Deputy Town Manager)*

   Town Manager Boodheshwar provided background information on the item.

   John David Corey, Palm Beach Walks, 226 Brazilian Ave., spoke regarding the location and adequacy of bike racks in the Town, provided photos of existing and recommended bike racks, and stated that the single bike post design would be a better fit for the community.

Discussion ensued regarding how big the issue of bicycles being attached to public structures is, just prohibiting bicycles from being attached to trees, installing more bike posts and then revisiting the need for any attachment prohibitions, and the Mid-Town Beach bike rack.

It was the consensus of the Committee not to proceed with an ordinance prohibiting the attachment of bicycles to public structures at this time, and to instead direct Staff to work with Mr. Corey on designs and locations for new hitching-post style bike racks throughout Town. If necessary, the design and location of the bike racks will also be referred to the Public Works Committee.

It was the consensus of the Committee that, should the attachment of bicycles to public structures remain a problem, then the Committee will revisit potential prohibitions at that time.

2. Review Resident Inspector Program *(Bill Bucklew, Building Official)*

Building Official Bucklew provided an overview of the process.

Joseph Hughes, Resident Inspector, spoke regarding the historical use of Resident Inspectors, his involvement in the preparation of the Program, his concerns regarding the Program, performing multiple jobs at the same time, the forms, scheduling and reporting of inspections, audit inspections holding up issuance of the certificate of completion and having to indemnify the Town, working as a contractor and a Resident Inspector at the same time, and project revisions requiring Town approval.

Discussion ensued regarding the allowance of contracting and resident inspector work at the same time.

Town Attorney Randolph stated that he would make some minor changes to the Hold Harmless section to address Mr. Hughes concerns regarding inspections holding up issuance of the certificate of completion.

It was the consensus of the Committee to recommend that the Town Council approve the Resident Inspector Program, subject to the following amendments:

- **Removal of the second "as an engineer" from the definition of Resident Inspector**
- **The allowance of contracting work as long as resident inspector work is not being performed at the same address**
- **Minor changes by Town Attorney Randolph to the Hold Harmless section to address Mr. Hughes concerns regarding inspections holding up issuance of the certificate of completion**

3. Review Proposed Modifications to Chapter 66 *(Veronica Close, Assistant Director of Planning, Zoning and Building)*

Attorney Peter Broberg spoke regarding allowing waivers for scheffleras that are kept trimmed, pruned, and de-berried.

Assistant Director Close stated that an exemption could be added to the Town's invasive species section of the Code, similar to what was done with Australian pines.

Attorney Broberg also suggested speaking with the South Florida Water Management District (SFWMD).

It was the consensus of the Committee to add an exception for pruned, de-berried, and root protected scheffleras.

Vaugh Greene, 214 Chilean Ave., spoke regarding schefflera berries and roots.

Discussion ensued regarding ficus roots, concerns over removing scheffleras from the invasive species list, schefflera root damage, Architectural Commission requests to remove scheffleras, SFWMD scientists having no problem with scheffleras if they are controlled, enforcement of the current prohibition, and ways to contain roots.

Assistant Director Close stated that Staff will check with landscaping experts on conditions for controlling schefflera and review the County's ordinance to make sure that there aren't any conflicts with it. She then provided an overview of the remaining chapter provisions.

Discussion ensued regarding the need for the purpose and intent (Section 66-1(a)) being more demonstrable and clarifying what the Town is trying to accomplish in the Chapter, considering hatracking trees as vandalism, leaving "wetlands" in Section 66-36(1), beaches being the first line of defense, restoration of damaged dunes, the need for the survey, removing references to mangroves, removing sand from the beach, classification of permits, planting native vegetation, the Town's Dune Consultant, public notice provisions, preparing a brochure with the new provisions, beach houses and cabanas, emergency provisions due to hurricanes, establishing fees via resolution, oversight of dune plantings, leaving in, "improving the environmental quality of the Town", referencing where to find good trees, adding back in "between otherwise incompatible land uses", revisions to landscaping plans requiring new Town approvals, assisting applicants in finding approved plants, other municipalities requiring minimum percentages of xeriscaping, South Florida Water Management District xeriscape requirements, these amendments being meant to clarify the requirements, the need to emphasize that these are the minimum requirements, regulations for private property not applying to public property, balancing the need for regulations to protect residents and the

environment without overregulation, checking for essential elements, consistency in timeframes, the need to look further into what types of projects require a landscape permit, criteria to minimize the visual impacts to the neighbors and neighborhood, taking out "adequately" from "adequately screened", tree diversity requirements dictating design, requirements for vines on pergolas, landscaping buffers and maintenance of hedges, screening of materials, parking lots, plants at head height in borders, timeframe for correcting sprinkler malfunctions, putting downlights in trees, setting a time period in which to fix damaged equipment, the need for a supervising arborist, completing the violation provisions for hatracking, and fugitive dust.

B. New Business

1. Review Potential Prohibition of Barges and Other Floating Structures from Mooring and Anchoring in Town Waterways *(Jay Boodheshwar, Deputy Town Manager)*

Captain Keehan provided an overview of the issues the Police Department has faced regarding barges and floating structures.

Discussion ensued regarding some typos in the ordinance, those who own submerged land, and the north end mooring field.

It was the consensus of the Committee to direct Staff to correct the typos and to recommend that the Town Council approve the proposed ordinance, as amended.

2. Review Maintenance Responsibilities for Landscaping Encroaching on Adjacent Properties *(John Page, Director of Planning, Zoning & Building)* ***– Item deferred to the December 7, 2015, meeting***

3. Approval of Updated ORS Meeting Schedule through May 2016 *(Jay Boodheshwar, Deputy Town Manager)*

Deputy Town Manager Boodheshwar provided an overview of the tentative meeting schedule and pending items.

Discussion ensued regarding the status of the pending items and when they should be scheduled.

It was the consensus of the Committee to approve the following amendments to the ORS Meeting Schedule:

- **Review of Maintenance Responsibilities for Landscaping Encroaching on Adjacent Properties was moved to the December 7, 2015, meeting**
- **Review of Proposed Modifications to Chapter 50 was moved to the January 7, 2016, meeting**

- **Review of Proposed Modifications to Chapter 66 was moved to the January 7, 2016, meeting**

V. ANY OTHER MATTERS

1. Update on Private Providers Administrative Procedure *(John Randolph, Town Attorney)* **– *Item was not discussed***

VI. ADJOURNMENT

There being no further business, the Ordinances, Rules, and Standards Committee meeting of Thursday, November 5, 2015, was adjourned at 4:22 p.m.

APPROVED:

_____
Penelope D. Townsend
Chair

ATTEST:

_____
Susan A. Owens, MPA, MMC
Town Clerk

_____
Date

TOWN OF PALM BEACH

Town Council Meeting on: December 8, 2015

Section of Agenda

Committee Reports

Agenda Title

Report of the Finance & Taxation Committee Meeting of November 19, 2015

Presenter

Michael J. Pucillo, Chair

Supporting Documents

- NONE

TOWN OF PALM BEACH

Town Council Meeting on: December 8, 2015

Section of Agenda

Public Hearings

Agenda Title

RESOLUTION NO. 200-2015 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Electing to Use the Uniform Method of Collecting Non-Ad Valorem Special Assessments Levied Within the Incorporated Area of the Town; Stating a Need for Such Levy; Providing for the Mailing of this Resolution; and Providing for an Effective Date.

Presenter

Jay Boodheshwar, Deputy Town Manager

Supporting Documents

- **Memorandum Dated November 30, 2015, from Jay Boodheshwar, Deputy Town Manager**
- **Resolution No. 200-2015**
- **Exhibit A - Proof of Publication**
- **Exhibit B - Legal Description and Map for Town-wide Underground Utilities**
- **Exhibit C - Legal Description and Map for Lake Towers Underground Utilities**
- **Exhibit D - Legal Description and Map for Nightingale/La Puerta Underground Utilities**
- **Exhibit E - Legal Description and Map for Town Hall Square Sidewalks**

TOWN OF PALM BEACH

Information for Town Council Meeting on: December 8, 2015

To: Mayor and Town Council

Via: Thomas G. Bradford, Town Manager

From: Jay Boodheshwar, Deputy Town Manager

Re: Public Hearing to Adopt a Proposed Resolution of Intent to Create an Assessment Program for the Cost of Providing Utility Underground and Sidewalk Services, Facilities and Programs to Property Within the Incorporated Area of the Town of Palm Beach **Resolution No. 200-2015**

Date: November 30, 2015

STAFF RECOMMENDATION

Staff recommends that the Town Council consider all public comments at the public hearing on December 8, 2015, and thereafter adopt Resolution No. 200-2015. Adoption of this resolution at this time only preserves the Town's right to create the assessment areas in time for the property tax bills to be mailed on or about November 1, 2016. The Town Council may decide for any reason not to proceed with the assessments between now and September 11, 2016, and notify the Property Appraiser and Tax Collector of such change of intent.

GENERAL INFORMATION

As directed through previous approvals from Town Council a public hearing has been scheduled for December 8, 2015, pursuant to F.S. 197.3632(3)(a) to consider adopting a resolution of intent to use the uniform method of assessment to create an assessment program for the cost of providing underground utility and sidewalk services, facilities and programs to property located within the incorporated area of the Town of Palm Beach. Up to four (4) separate assessments programs may be implemented, including one for Town-wide undergrounding of utilities (with the exception of the already assessed Everglades Island and Via Fontana assessment areas), Lake Towers underground utilities, Nightingale/La Puerta underground utilities, and Town Hall Square sidewalk placement/maintenance.

The uniform method of assessment is the process used whereby the assessment appears on each benefitting property owner's annual property tax bill. This is the same assessment process that has been previously approved by Town Council for the Town's Solid Waste collection, the Worth Avenue and Peruvian streetscape projects, and Everglades Island and Via Fontana neighborhood underground utility projects. If approved and ultimately implemented, the proposal to form assessment areas will result in all costs of making the various improvements to be borne by those properties benefitting from the improvements.

As of this writing, design for the project described above are in varying stages of completion. The final cost of the potential projects, along with the proposed assessment methodology will be presented to the Town Council when considering the initial assessment resolutions at the July 12, 2016, Town Council meeting.

The proposed method of funding for the Town-wide undergrounding of utilities is general obligation bonds, which is subject to approval via voter referendum on March 15, 2016. Funding for the improvements to the Town Hall Square sidewalks will be via the Phase II Accelerated Capital Improvements bond money. It is possible that one or more property owners will wish to pay their assessment in full prior to commencement of the actual assessments. For the Lake Towers and Nightingale/La Puerta underground utilities projects, even if all affected property owners in these instances wish to finance the cost, incurring all of the time and expenses of formal bank financing seems questionable if the Town has the funds to set up an internal financing program that may reduce costs and make the Town money. Staff will bring to the Town Council a report with recommendations on or before the date of the initial assessment resolution for the Lake Towers and Nightingale/La Puerta projects advising of the feasibility of using internal financing rather than the use a line of credit and long term bank financing.

The next step in this process is to consider the proposed resolution of intent. The Town's notice appeared in the Palm Beach Daily News for four (4) consecutive weeks beginning on November 11 and ending on December 2. At this juncture, the Town Council should conduct the public hearing on proposed Resolution No. 200-2015, seeking comments from all interested parties relative to the resolution and the payment and collection concepts that it portends for the affected properties in the proposed assessment areas.

The order of business for the public hearing process can be as follows:

- Town Attorney reads the Resolution by Title
- Town Council Receives Public Comments
- Town Council deliberates, including asking staff and attorney any questions concerning any issues they may have or that were raised by the public
- Town Council entertains a motion to adopt or reject the Resolution

If the Town Council decides later in the upcoming year that it does not wish to proceed with one or more of the assessments for any reason, the process is stopped, the Property Appraiser and Tax Collector are notified, and an assessment will not appear on the affected tax bills.

If the Town Council approves this first step, the tentative process to bring this matter to fruition hereafter will approximate the following:

- Between December 9, 2015, and the July 12, 2016 Town Council meeting, staff submits a report on the feasibility of using internal financing vs. the use of a line of credit and long term bank financing for the Lake Towers and Nightingale/Pa Puerta underground utilities project areas.
- July 12, 2016 - Adoption of the initial assessment resolutions. All final costs of the

project will be provided and made public at this time.

- August 20, 2016 (on or about) – Mail notice to each affected property owner within the proposed boundaries of the assessment areas advising of the tentative assessment amount and the date, time and place of adoption of the final resolution.
- September 13, 2016 (on or about) – Adoption of final assessment resolution.

FUNDING/FISCAL IMPACT

As these are special assessment projects, all costs will be borne by the benefitting property owners and not the property owners of the Town as a whole.

TOWN ATTORNEY REVIEW

The Resolution of Intent was approved by Heather Encinosa, Esq. of the law firm Nabors, Giblin & Nickerson in Tallahassee. Ms. Encinosa specializes in special assessment programs and the law associated therewith.

Attachments

cc: H. Paul Brazil, P.E., Director of Public Works
Jane Struder, Director of Finance
John C. Randolph, Town Attorney
Heather Encinosa, Esq.
Susan A. Owens, Town Clerk

RESOLUTION NO. 200-2015

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA ELECTING TO USE THE UNIFORM METHOD OF COLLECTING NON-AD VALOREM SPECIAL ASSESSMENTS LEVIED WITHIN THE INCORPORATED AREA OF THE TOWN; STATING A NEED FOR SUCH LEVY; PROVIDING FOR THE MAILING OF THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Palm Beach, Florida (the "Town") is contemplating the imposition of special assessments for the provision of Town-wide utility undergrounding services, facilities and programs, with the exception of the existing Everglades Island and Via Fontana underground utility assessment areas; and

WHEREAS, the Lake Towers assessment area may proceed with an independent utility undergrounding program, in which this area will be excluded from the Town-wide assessment; and

WHEREAS, the Nightingale/La Puerta assessment area may proceed with an independent utility undergrounding program, in which this area will be excluded from the Town-wide assessment; and

WHEREAS, the Town is also contemplating the imposition of special assessments for the provision of sidewalks in the Town Hall Square Historic District; and

WHEREAS, the Town intends to use the uniform method for collecting non-ad valorem special assessments for the cost of providing utility undergrounding and sidewalk services, facilities and programs to property within the incorporated area of the Town as authorized by section 197.3632, Florida Statutes, as amended, because this method will allow such special assessments to be collected annually commencing in November 2016, in the same manner as provided for ad valorem taxes; and

WHEREAS, the Town held a duly advertised public hearing prior to the adoption of this Resolution, proof of publication of such hearing being attached hereto as Exhibit A.

NOW, THEREFORE BE IT RESOLVED:

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

Section 2. Commencing with the Fiscal Year beginning on October 1, 2016 and continuing until discontinued by the Town, and with the tax statement mailed for such Fiscal Year, the Town intends to use the uniform method of collecting non-ad valorem assessments authorized in section 197.3632, Florida Statutes, as amended, for the cost of providing utility undergrounding and sidewalk services, facilities and programs. Such utility undergrounding non-ad valorem assessments shall be levied within the incorporated area of the Town, with the exception of the current Everglades Island and Via Fontana assessment areas. A legal

description of such area subject to the assessment is attached hereto as Exhibit B and incorporated by reference. Such utility undergrounding non-ad valorem assessments shall be levied within the independent Lake Towers project area. A legal description of such area subject to the assessment is attached hereto as Exhibit C. Such utility undergrounding non-ad valorem assessments shall be levied within the independent Nightingale/La Puerta project area. A legal description of such area subject to the assessment is attached hereto as Exhibit D. Such sidewalk non-ad valorem assessments shall be levied within the Town Hall Square Historic District. A legal description of such area subject to the assessment is attached hereto as Exhibit E.

Section 3. The Town hereby determines that the levy of the assessments is needed to fund the cost of utility undergrounding and sidewalk services, facilities and programs within those areas identified in Exhibits B, C, D, and E.

Section 4. Upon adoption, the Town Clerk is hereby directed to send a copy of this Resolution by United States mail to the Florida Department of Revenue, the Palm Beach County Tax Collector, and the Palm Beach County Property Appraiser by January 10, 2016.

Section 5. This Resolution shall be effective upon adoption.

PASSED AND ADOPTED in a regular, adjourned session of the Town Council of the Town of Palm Beach assembled this 8th day of December, 2015.

Gail L. Coniglio, Mayor

Michael J. Pucillo, Town Council President

Richard M. Kleid, Council President Pro Tem

Danielle H. Moore, Town Council Member

ATTEST:

Penelope D. Townsend, Town Council Member

Susan Owens, MMC, Town Clerk

Robert N. Wildrick, Town Council Member

EXHIBIT A
PROOF OF PUBLICATION

NOTICE BY THE TOWN OF PALM BEACH OF INTENT TO USE THE UNIFORM METHOD OF LEVYING, COLLECTING, AND ENFORCING NON-AD VALOREM ASSESSMENTS

The Town of Palm Beach, Florida (the "Town") hereby provides notice, pursuant to section 197.3632(3)(a), Florida Statutes, of its intent to use the uniform method of collecting annual non-ad valorem special assessments for the cost of providing sidewalk services, facilities and programs within the Town Hall Square Historic District and utility undergrounding services, facilities and programs within the incorporated area of the Town for the Fiscal Year beginning on October 1, 2016 and continuing thereafter. The Town will consider the adoption of a resolution electing to use the uniform method of collecting such assessments authorized by section 197.3632, Florida Statutes, at a public hearing to be held at 9:30 a.m. on December 8, 2015, in the Town of Palm Beach Town Council Chambers, Town Hall, 360 South County Road, Palm Beach, Florida. Such resolution will state the need for the levy and will contain a legal description of the boundaries of the real property subject to the levy. Copies of the proposed form of resolution, which contains the legal description of the real property subject to the levy, are on file at the Town Manager's office in Town Hall, located at 360 South County Road, Palm Beach, Florida. All interested persons are invited to attend.

In the event any person decides to appeal any decision by the Town with respect to any matter relating to the consideration of the resolution at the above-referenced public hearing, a record of the proceeding may be needed and in such an event, such person may need to ensure that a verbatim record of the public hearing is made, which record includes the testimony and evidence on which the appeal is to be based. In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in this proceeding should contact the Town Manager's Office at (561) 838-5410, at least two (2) days prior to the date of the hearing. Hearing impaired persons can access the foregoing telephone number by contacting the Florida Relay Service at (800) 955-8770.

DATED this 11th day of November, 2015.

By Order of: TOWN OF PALM BEACH, FLORIDA
Thomas G. Bradford, Town Manager

Publish: Palm Beach Daily News
November 11, 2015
November 18, 2015
November 25, 2015
December 2, 2015

EXHIBIT B

ARTICLE II. CORPORATE LIMITS - POLICE JURISDICTION
(TOWN OF PALM BEACH CODE)

SEC. 2.01. DESCRIPTION OF CORPORATE LIMITS.

THE BOUNDARIES OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA SHALL BE, AND REMAIN THE SAME AS THEY PRESENTLY EXIST AS SET FORTH IN LAWS OF FLA., CH. 18762 (1937), AS AMENDED BY LAWS OF FLA., CH. 21518 (1941), AND LAWS OF FLA., CH. 24649 (1947), WITH EXTENDED POLICE JURISDICTION AS SET FORTH IN LAWS OF FLA. CH. 72-646.

EDITOR'S NOTE - LAWS OF FLA. 1972, CH. 72-646, IS SET OUT IN THE APPENDIX TO THIS CHARTER, § A-1. THE OPERATIVE PROVISIONS OF THE 1937, 1941 AND 1947 SPECIAL LAWS TO WHICH REFERENCE IS MADE IN § 2.01 READ AS FOLLOWS:

1937 CHAPTER 18762

THE BOUNDARIES OF THE TOWN OF PALM BEACH, IN PALM BEACH COUNTY, FLORIDA, SHALL BE, AND THE SAME ARE HEREBY FIXED AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTH LINE OF TOWNSHIP 42 SOUTH OF RANGE 43 EAST, WHERE THE SAME INTERSECTS THE CENTER OF THE CHANNEL OF THE EAST COAST CANAL; THENCE SOUTHERLY ALONG THE CENTER OF THE CHANNEL OF THE FLORIDA EAST COAST CANAL AND LAKE WORTH TO A POINT OF INTERSECTION WITH THE NORTH LINE OF LAKE AVENUE IN THE CITY OF LAKE WORTH, FLORIDA, IF EXTENDED; THENCE EAST ON SAID EXTENDED LINE OF LAKE AVENUE TO A POINT TEN (10) FEET DISTANT FROM THE WATERS EDGE OF THE ATLANTIC OCEAN AT MEAN HIGH TIDE; THENCE SOUTHERLY PARALLELING THE WATERS EDGE OF THE ATLANTIC OCEAN ON A LINE TEN (10) FEET WESTERLY THEREOF, MEASURED AT MEAN HIGH TIDE, TO A POINT THREE HUNDRED FIFTY (350) FEET SOUTH FROM THE INTERSECTION OF THE CENTER LINE OF LAKE AVENUE IN THE CITY OF LAKE WORTH, PALM BEACH COUNTY, FLORIDA, PRODUCED, AND THE CENTER LINE OF THE OCEAN BOULEVARD, WHICH IS THE SOUTH BOUNDARY LINE OF THE CASINO PROPERTY OF SAID CITY OF LAKE WORTH AS AT PRESENT LAID OUT AND CONSTITUTED; THENCE DUE WEST ON THE SOUTH LINE OF SAID CASINO PROPERTY AND SAID LINE EXTENDED TO THE CHANNEL OF LAKE WORTH; THENCE SOUTH ALONG THE CENTER OF THE CHANNEL OF LAKE WORTH AND THE FLORIDA EAST COAST CANAL TO WHERE THE SAME INTERSECTS A PROLONGATION WESTERLY OF THE NORTH LINE OF GOVERNMENT LOT 2, SECTION 35, TOWNSHIP 44 SOUTH OF RANGE 43 EAST; THENCE RUN EASTERLY ALONG SAID PROLONGATION AND ALONG THE NORTH LINE OF GOVERNMENT LOT 2, SECTION 35, TOWNSHIP 44 SOUTH OF RANGE 43 EAST, TO WHERE THE SAME INTERSECTS THE MEAN LOW WATER MARK OF THE ATLANTIC OCEAN; THENCE IN A NORTHERLY DIRECTION ALONG THE MEAN LOW WATER MARK OF THE ATLANTIC OCEAN, INCLUDING THE LAKE WORTH INLET AND ALL STRUCTURES EXTENDING INTO THE WATERS OF THE ATLANTIC OCEAN TO A POINT WHERE THE SAME INTERSECTS THE NORTH LINE OF TOWNSHIP 42 SOUTH OF RANGE 43 EAST; THENCE IN A WESTERLY DIRECTION ALONG THE NORTH LINE OF TOWNSHIP 42 SOUTH OF RANGE 43 EAST TO THE POINT OF BEGINNING.

ALL OF THE ABOVE DESCRIBED LANDS BEING WITHIN THE COUNTY OF PALM BEACH AND STATE OF FLORIDA.

SAID PROPERTY IS ALSO DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTH LINE OF TOWNSHIP 42 SOUTH OF RANGE 43 EAST, WHERE THE SAME INTERSECTS THE CENTER OF THE CHANNEL OF THE EAST COAST CANAL; THENCE IN AN EASTERLY DIRECTION ALONG THE NORTH LINE OF TOWNSHIP 42 SOUTH OF RANGE 43 EAST TO A POINT WHERE THE SAME INTERSECTS THE MEAN LOW WATER MARK OF THE ATLANTIC OCEAN; THENCE IN A SOUTHERLY DIRECTION ALONG THE MEAN LOW WATER MARK OF THE ATLANTIC OCEAN, INCLUDING THE LAKE WORTH INLET, AND ALL STRUCTURES EXTENDING INTO THE WATERS OF THE ATLANTIC OCEAN, TO A POINT WHERE THE NORTH LINE OF GOVERNMENT LOT 2, SECTION 35, TOWNSHIP 44 SOUTH OF RANGE 43 EAST INTERSECTS THE LOW WATER MARK OF THE ATLANTIC OCEAN; THENCE WESTERLY ALONG THE NORTH LINE OF GOVERNMENT LOT 2, SECTION 35, TOWNSHIP 44 SOUTH OF RANGE 43 EAST AND A PROLONGATION THEREOF WESTWARDLY TO THE CENTER OF THE CHANNEL OF LAKE WORTH; THENCE NORTHERLY ALONG THE CENTER OF THE CHANNEL OF LAKE WORTH AND THE FLORIDA EAST COAST CANAL TO THE POINT OF BEGINNING. EXCEPTING FROM THE ABOVE DESCRIPTION ANY PORTION OF HYPOLUXO ISLAND CONTAINED THEREIN, AND FURTHER EXCEPTING THEREFROM THAT PORTION OF THE ABOVE LANDS KNOWN AS THE LAKE WORTH CASINO AND WITHDRAWN FROM THE ABOVE CORPORATE LIMITS OF THE TOWN OF PALM BEACH, FLORIDA, UNDER AND BY VIRTUE OF CHAPTER 17579 (SENATE BILL 837) SPECIAL ACTS OF THE LEGISLATURE OF THE STATE OF FLORIDA, 1935.

ALL ORDINANCES HERETOFORE PASSED AND ALL ACTIONS PERFORMED, STEPS TAKEN AND THINGS DONE, OR CAUSED TO BE DONE AND PERFORMED BY THE TOWN OF PALM BEACH AND THE OFFICERS THEREOF, EXTENDING THE LIMITS OF SAID TOWN TO THE BOUNDARIES SET FORTH IN SECTION 1 (THE PRECEDING PARAGRAPH) HEREOF BE, AND THE SAME ARE HEREBY VALIDATED AND CONFIRMED AND DECLARED TO BE LAWFUL AND BINDING FROM THE RESPECTIVE DATES THEREOF.

1941 CHAPTER 21518

SECTION 1. THAT THE FOLLOWING DESCRIBED PROPERTY, LOCATED WITHIN THE TERRITORIAL LIMITS OF THE TOWN OF PALM BEACH IN PALM BEACH COUNTY, FLORIDA, AS PRESENTLY DEFINED AND MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO WIT:

ALL THAT PART OF THE TOWN OF PALM BEACH AS PRESENTLY DEFINED, WHICH LIES NORTHERLY OF THE NORTHERLY SIDE OF THE SHIP CHANNEL OF THE PORT OF PALM BEACH.

BE AND THE SAME IS HEREBY EXCLUDED FROM THE TERRITORIAL LIMITS OF SAID TOWN OF PALM BEACH.

1947 CHAPTER 24649

SECTION 1. THE BOUNDARIES OF THE CITY OF LAKE WORTH, A MUNICIPAL CORPORATION IN PALM BEACH COUNTY, FLORIDA SHALL BE AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHEAST ONE QUARTER (1/4) OF SECTION THIRTY-THREE (33), TOWNSHIP FORTY-FOUR (44) SOUTH, RANGE FORTY-THREE (43) EAST; THENCE WEST FOLLOWING THE EAST AND WEST CENTER LINE OF SAID SECTION (THIRTY-THREE) (33) TO THE SOUTHWEST CORNER OF THE NORTHWEST ONE-QUARTER (1/4) OF SAID SECTION THIRTY-THREE (33); THENCE NORTH FOLLOWING THE SECTION LINE BETWEEN SECTIONS THIRTY-TWO (32) AND THIRTY-THREE (33), AND BETWEEN SECTIONS TWENTY (20) AND TWENTY-ONE (21), AND BETWEEN SECTIONS SIXTEEN (16) AND SEVENTEEN (17), ALL IN TOWNSHIP FORTY-FOUR (44) SOUTH, RANGE FORTY-THREE (43) EAST, TO A POINT FIVE HUNDRED (500) FEET SOUTH OF THE NORTHEAST CORNER OF SECTION SEVENTEEN (17) IN TOWNSHIP FORTY-FOUR (44) SOUTH, RANGE FORTY THREE (43) EAST; THENCE EASTERLY AND PARALLEL TO THE NORTH LINE OF SECTION SIXTEEN (16), IN TOWNSHIP FORTY-FOUR (44) SOUTH, RANGE FORTY THREE (43) EAST, TO THE CENTER OF THE LAKE WORTH DRAINAGE DISTRICT CANAL E-4; THENCE NORTHEASTERLY FOLLOWING THE CENTER LINE OF SAID CANAL TO THE CENTER LINE OF THE WEST PALM BEACH CANAL; THENCE EASTERLY FOLLOWING THE CENTER LINE OF THE WEST PALM BEACH CANAL TO THE WATERS OF LAKE WORTH; THENCE EAST TO THE MIDDLE OF THE CHANNEL OF LAKE WORTH; THENCE SOUTHERLY FOLLOWING THE MIDDLE OF THE CHANNEL OF LAKE WORTH TO THE NORTH SIDE OF THE BRIDGE CROSSING LAKE WORTH AT THE CITY OF LAKE WORTH; THENCE EASTERLY FOLLOWING THE NORTH SIDE OF SAID BRIDGE TO THE CAUSEWAY; THENCE EAST TO A POINT TEN (10) FEET WEST OF THE WATERS EDGE OF THE ATLANTIC OCEAN AT MEAN HIGH TIDE; THENCE SOUTHERLY FOLLOWING A LINE TEN (10) FEET WEST OF THE WATERS EDGE OF THE ATLANTIC OCEAN AT MEAN HIGH TIDE TO THE SOUTH BOUNDARY OF THAT OCEANFRONT PROPERTY NOW OWNED BY THE SAID CITY OF LAKE WORTH; THENCE WESTERLY FOLLOWING SAID SOUTH BOUNDARY LINE TO THE SOUTHEAST CORNER OF THAT PROPERTY DEEDED TO THE LAKE WORTH BROADCASTING CORPORATION AS DESCRIBED IN DEED BOOK 631 AT PAGE 155 PALM BEACH COUNTY RECORDS; THENCE NORTHERLY FOLLOWING THE EAST BOUNDARY OF SAID LAKE WORTH BROADCASTING PROPERTY TO THE NORTHEAST CORNER THEREOF; THENCE WESTERLY FOLLOWING THE NORTH BOUNDARY OF SAID LAKE WORTH BROADCASTING PROPERTY TO THE WATERS OF LAKE WORTH; THENCE WEST TO THE MIDDLE OF THE CHANNEL OF LAKE WORTH; THENCE SOUTHERLY FOLLOWING THE MIDDLE OF THE CHANNEL OF LAKE WORTH TO THE EAST AND WEST CENTER LINE OF SECTION THIRTY-FOUR (34) IN TOWNSHIP FORTY-FOUR (44) SOUTH, RANGE FORTY-THREE (43) EAST; THENCE WEST FOLLOWING SAID CENTER LINE TO THE POINT OF BEGINNING.

STATE LAW REFERENCE-MUNICIPAL ANNEXATION AND CONTRACTION OF BOUNDARIES F.S. CH. 171

NOTES:

1) THIS MAP HAS BEEN PREPARED WITH REFERENCE INFORMATION AND/OR ASSISTANCE FROM THE US ARMY CORPS OF ENGINEERS, THE PALM BEACH COUNTY SURVEY SECTION, THE TOWN OF PALM BEACH AND THE PALM BEACH COUNTY PROPERTY APPRAISER.

2) THE NORTHERLY CORPORATE LIMIT OF THE TOWN OF PALM BEACH IS THE "NORTHERLY SIDE OF THE SHIP CHANNEL OF THE PORT OF PALM BEACH". SAID NORTHERLY LIMIT IS BASED ON THE US ARMY CORPS OF ENGINEERS REAL ESTATE MAP FOR THE PALM BEACH HARBOR PROJECT, PROJECT NO. C-461, SHEET 1 OF 1, DATED JUNE 22, 1951, WITH LAST REVISION DATED OCTOBER 12, 1972, AND THE US ARMY CORPS OF ENGINEERS, PALM BEACH HARBOR, FLORIDA, 33 FOOT PROJECT CONTROL DATA SHEET, D.O. FILE NO. 16-28,608, SHEET 1 OF 1, DATED MARCH 1964.

3) THE WESTERLY CORPORATE LIMIT OF THE TOWN OF PALM BEACH IS THE "CENTER OF THE CHANNEL OF LAKE WORTH AND THE FLORIDA EAST COAST CANAL." SAID WESTERLY LIMIT IS BASED ON THE US ARMY CORPS OF ENGINEERS REAL ESTATE MAP FOR THE INTRACOASTAL WATERWAY, JACKSONVILLE TO MIAMI, PROJECT NO. C-452, DRAWING NO. RE-C12,214, SHEETS 65 THROUGH 70, INCLUSIVE, OF 97, WITH LAST REVISION DATED MARCH 31, 1965, AND THE US ARMY CORPS OF ENGINEERS, INTRACOASTAL WATERWAY, JACKSONVILLE TO MIAMI, FLORIDA, MELBOURNE TO MIAMI 10 FT. PROJECT CONTROL DATA SHEETS, D.O. FILE NO. 8B-24,258, SHEETS 8, 9 AND 10 OF 20, DATED AUGUST 1961.

4) THE EXCLUDED PORTION OF THE ISLAND, SHOWN AS THE CITY OF LAKE WORTH WAS DETERMINED BASED ON INFORMATION OBTAINED FROM THE PALM BEACH COUNTY SURVEY SECTION AND THE PALM BEACH COUNTY PROPERTY APPRAISER.

5) THE SOUTHERLY CORPORATE LIMIT OF THE TOWN OF PALM BEACH IS THE "NORTH LINE OF GOVERNMENT LOT 2, SECTION 35, TOWNSHIP 44 SOUTH OF RANGE 43 EAST AND A PROLONGATION THEREOF WESTWARDLY TO THE CENTER OF THE CHANNEL OF LAKE WORTH." SAID SOUTHERLY LIMIT IS BASED UPON INFORMATION OBTAINED FROM THE PALM BEACH COUNTY SURVEYS SECTION AND THE PALM BEACH COUNTY PROPERTY APPRAISER. THE SOUTHERLY LINE IS FURTHER MODIFIED "EXCEPTING FROM THE ABOVE DESCRIPTION ANY PORTION OF HYPOLUXO ISLAND...." **NOTE:** THE LIMITS OF THE EXCLUDED PORTION OF THE NORTH END OF HYPOLUXO ISLAND, AS SHOWN HEREON, ARE ARBITRARILY PLACED 200 FEET TOWARD THE TOWN OF PALM BEACH FROM THE PLATTED LOT LINES OF THE PLAT OF LAKE SHORES AS RECORDED IN PLAT BOOK 23, PAGE 216 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

6) THE EASTERLY CORPORATE LIMIT OF THE TOWN OF PALM BEACH IS THE "MEAN LOW WATER MARK OF THE ATLANTIC OCEAN." SAID EASTERLY LIMIT, AS SHOWN HEREON, IS APPROXIMATE AND HAS BEEN DIGITIZED FROM DIGITAL AERIAL PHOTOGRAPHS PROVIDED BY THE TOWN OF PALM BEACH OFFICE OF INFORMATION SYSTEMS. NOTE: THE MEAN LOW WATER MARK (LINE) IS DEFINED AS "THE INTERSECTION OF THE TIDAL PLANE OF MEAN LOW WATER WITH THE SHORE". AS THE BEACH ACCRETES OR RELICTS THE HORIZONTAL LOCATION OF THE MEAN LOW WATER LINE VARIES. THE PROCESS OF LOCATING THE MEAN LOW WATER LINE IS ESTABLISHED BY RULE OF THE STATE OF FLORIDA AND IS BEYOND THE SCOPE OF THIS MAP.

7) THE OWNERSHIP PARCELS SHOWN HEREON WERE PROVIDED BY THE PALM BEACH COUNTY APPRAISERS OFFICE THROUGH THE TOWN OF PALM BEACH OFFICE OF INFORMATION SYSTEMS AND ARE AS COMPLETE AND ACCURATE AS THE INFORMATION PROVIDED.

8) THIS MAP IS NOT A BOUNDARY SURVEY AS DEFINED IN CHAPTER 61G17 OF THE FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472 FLORIDA STATUTES. ALL LINES SHOWN HEREON ARE BASED UPON A COMPILATION OF THE INFORMATION SOURCES REFERENCED HEREIN FOR THE PURPOSE OF PROVIDING A GRAPHIC REPRESENTATION (MAP) OF THE CORPORATE LIMITS-POLICE JURISDICTION OF THE TOWN OF PALM BEACH AND DO NOT REPRESENT THE RESULTS OF A FIELD SURVEY.

REVISIONS:

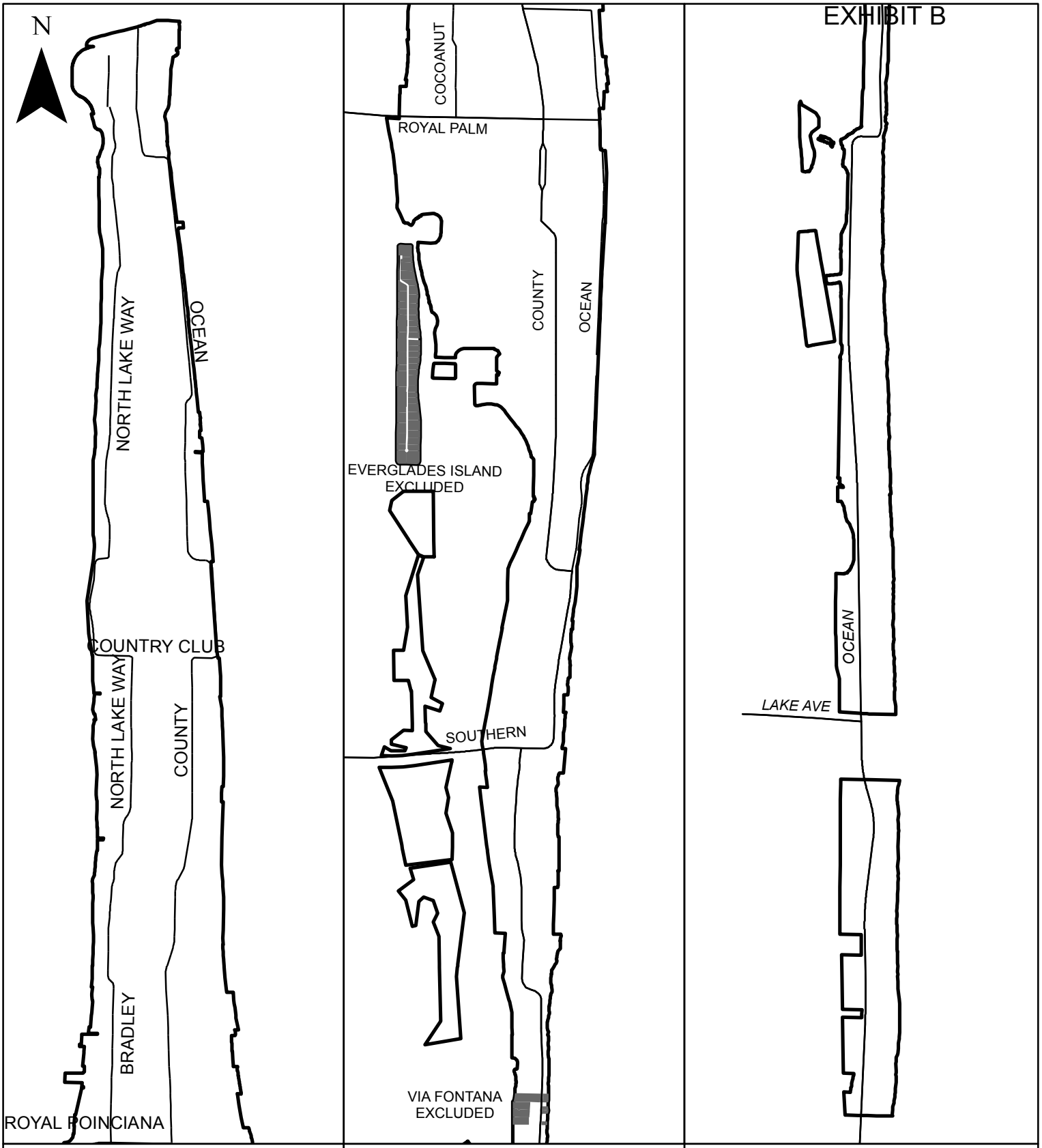
MORT WAID WRIGHT
LICENSED SURVEYOR
STATE OF FLORIDA

BOUNDARY MAP OF THE
TOWN OF PALM BEACH
CORPORATE LIMITS -
POLICE JURISDICTION
TOWN OF PALM BEACH, PALM BEACH CO., FL.

W.L.FISH & COMPANY
PROFESSIONAL SURVEYORS AND MAPPERS
105 S. Narcissus Ave., Suite 712, West Palm Beach, Florida 33401
Phone: (561)833-5001 Fax: (561)659-5745
E-mail: mapper@wlfish.com

DRAWN: W. HAAS
CHECKED: W. L. FISH
DATE: 01/02/2001
JOB NO. 2000-136
SHEET NO. 1 OF 9

EXHIBIT B



Legend

- MAJOR ROAD
- TOWN LAND BOUNDARY

ASSESSED PARCELS NOT INCLUDED

- EVERGLADES ISLAND
- VIA FONTANA

0 4,000 Feet

PROJECT BOUNDARY MAP

PALM BEACH COUNTY, FLORIDA

TOWN OF PALM BEACH
PROJECT AREA

THIS IS NOT A SURVEY

Date: 12/1/2015

SKETCH & DESCRIPTION

EXHIBIT C

LAKE TOWERS ASSESSMENT AREA

LYING IN SECTION 15, TOWNSHIP 43 SOUTH, RANGE 43 EAST
TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA

LEGAL DESCRIPTION:

A portion of Section 15, Township 43 South, Range 43 East, lying within the Town of Palm Beach, Palm Beach County, Florida, described as follows:

Bounded on the north by the south right-of-way line of Dunbar Road; bounded on the east by the west right-of-way line of Bradley Place; bounded on the south by the north right-of-way line of Atlantic Avenue; bounded on the west by Lake Worth and the easterly line of Lake Trail. Said area additionally described as: All of Lots 1 through 5, REPLAT OF LOTS 56 & 57, ADAMS ADDITIONS according to the Plat thereof as recorded in Plat Book 26, Page 3 of the Public Records of Palm Beach County, Florida; together with Lots 80 and 81 and the west 21.9 feet of Lot 79, ORANGE PARK, according to the Plat thereof as recorded in Plat Book 5, Page 97 of the Public Records of Palm Beach County, Florida.

Said lands including, but is not limited to, properties identified by the following parcel control numbers (PCN) and Condominium:

50-43-43-15-02-000-0010
50-43-43-15-02-000-0020
50-43-43-15-02-000-0030
50-43-43-15-02-000-0040
50-43-43-15-02-000-0050
LAKE TOWERS, a condominium

REVISIONS		
REVISED	W.R.E.	12/01/2015

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BOCA RATON, FLORIDA 33432
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www.AVIROM-SURVEY.com

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JOB #:	10041
SCALE:	1" = 60'
DATE:	10/29/2015
BY:	W.R.E.
CHECKED:	M.D.A.
F.B. --	PG. --
SHEET	1264 OF 3

SKETCH & DESCRIPTION

EXHIBIT C

LAKE TOWERS ASSESSMENT AREA

LYING IN SECTION 15, TOWNSHIP 43 SOUTH, RANGE 43 EAST
TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA

SURVEYOR'S NOTES:

1. Reproductions of this Sketch are not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.
2. No Title Opinion or Abstract to the subject property has been provided. It is possible that there are Deeds, Easements, or other instruments (recorded or unrecorded) which may affect the subject property. No search of the Public Records has been made by the Surveyor.
3. The land description shown hereon was prepared by the Surveyor.
4. Data shown hereon was compiled from instrument(s) of record and does not constitute a boundary survey.
5. Parcel Control Numbers shown hereon were obtained from the Palm Beach County Property Appraiser's website.
6. Abbreviation Legend: F.B. = Field Book; L.B. = Licensed Business; P = Per Record Plat; P.B. = Plat Book; PCN = Parcel Control Number; PG. = Page; P.L.S. = Professional Land Surveyor.

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: 12/1/15

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

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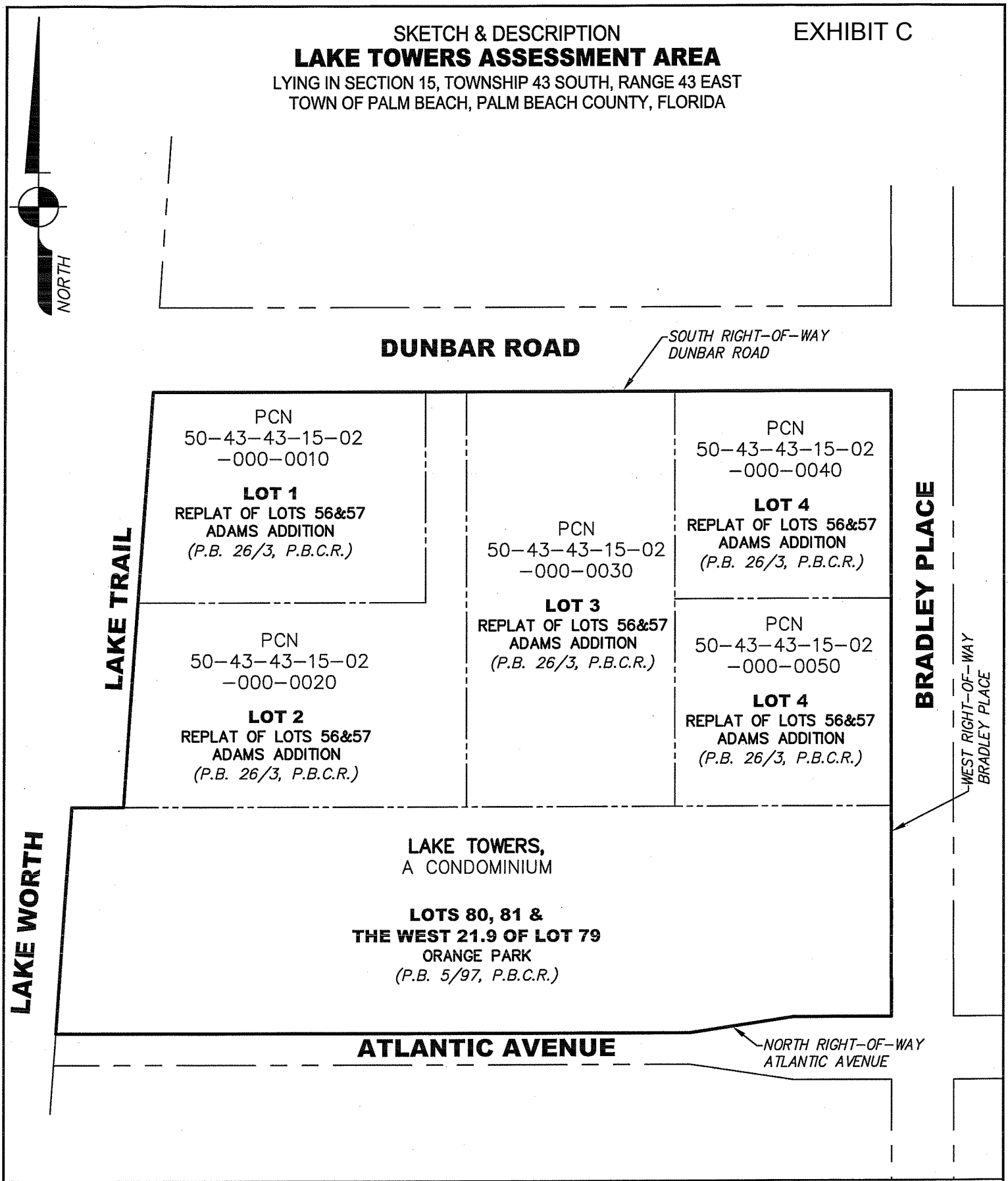
BY:	W.R.E.
CHECKED:	M.D.A.
F.B. –	PG. –
SHEET	265 OF 3

SKETCH & DESCRIPTION

EXHIBIT C

LAKE TOWERS ASSESSMENT AREA

LYING IN SECTION 15, TOWNSHIP 43 SOUTH, RANGE 43 EAST
TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA



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CHECKED:	M.D.A.
F.B.	-- PG. --
SHEET	3 OF 3

SKETCH & DESCRIPTION

EXHIBIT D

NIGHTINGALE TRAIL & LA PUERTA WAY ASSESSMENT AREA

LYING WITHIN SECTION 3, TOWNSHIP 43 SOUTH, RANGE 43 EAST

TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA

LEGAL DESCRIPTION:

A portion of Section 3, Township 43 South; Range 43 East, lying within the Town of Palm Beach, Palm Beach County, Florida, described as follows:

Bounded on the north by the north line of Lots 4 and 8, MOCKING BIRD TRAIL Tract according to the plat thereof, as recorded in Plat Book 18, Page 7 of the Public Records of Palm Beach County, Florida; together with bounded on the north by the south right-of-way line of Nightingale Trail (Flamingo Trail per said Plat) and its westerly extension to the west right-of-way line of North Lake Way; bounded on the east by the west right-of-way line of North Ocean Boulevard, as laid out and currently in use; bounded on the south by the north right-of-way of El Pueblo Way; bounded on the west by the east right-of-way line of North Ocean Way; bounded on the south by the north right-of-way line of La Puerta Way and its westerly extension to the west right-of-way line of North Lake Way; together with bounded on the south by the south line of Lot 39, EL ENCANTO ADDITION TO THE TOWN OF PALM BEACH, according to the Plat thereof as recorded in Plat Book 11, Page 53 of the Public Records of Palm Beach County, Florida; bounded on the west by Lake Worth.

TOGETHER WITH:

A portion of Section 3, Township 43 South, Range 43 East, lying within the Town of Palm Beach, Palm Beach County, Florida, described as follows:

Bounded on the north by the north line of the south 70 feet of Lot 42-A of said Plat, MOCKING BIRD TRAIL; bounded on the east by the Atlantic Ocean; Bounded on the south by the north right-of-way line of El Pueblo Way; bounded on the west by the east right-of-way line of North Ocean Boulevard.

Said lands including, but is not limited to, properties identified by the following parcel control numbers (PCN):

50-43-43-03-09-000-0041; 50-43-43-03-09-000-0520; 50-43-43-03-09-000-0510;
50-43-43-03-09-000-0500; 50-43-43-03-09-000-0490; 50-43-43-03-09-000-0480;
50-43-43-03-09-000-0471; 50-43-43-03-09-000-0450; 50-43-43-02-01-000-0440;
50-43-43-03-09-000-0422; 50-43-43-03-09-000-0421; 50-43-43-03-10-000-0030;
50-43-43-03-10-000-0060; 50-43-43-03-10-000-0091; 50-43-43-03-10-000-0110;
50-43-43-03-10-000-0080; 50-43-43-03-10-000-0050; 50-43-43-03-10-000-0010;
50-43-43-02-01-000-0490; 50-43-43-02-01-000-0480; 50-43-43-02-01-000-0470;
50-43-43-02-01-000-0460; 50-43-43-02-01-000-0450; 50-43-43-02-01-000-0440;
50-43-43-02-01-000-0430; 50-43-43-02-01-000-0420; 50-43-43-02-01-000-0410;
50-43-43-02-01-000-0400; 50-43-43-02-01-000-0392; 50-43-43-02-01-000-0391.

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DATE:	10/28/2015
BY:	W.R.E.
CHECKED:	M.D.A.
F.B. --	PG. --
SHEET	267 OF 5

SKETCH & DESCRIPTION

EXHIBIT D

NIGHTINGALE TRAIL & LA PUERTA WAY ASSESSMENT AREA

LYING WITHIN SECTION 3, TOWNSHIP 43 SOUTH, RANGE 43 EAST

TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA

SURVEYOR'S NOTES:

1. Reproductions of this Sketch are not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.
2. No Title Opinion or Abstract to the subject property has been provided. It is possible that there are Deeds, Easements, or other instruments (recorded or unrecorded) which may affect the subject property. No search of the Public Records has been made by the Surveyor.
3. The land description shown hereon was prepared by the Surveyor.
4. Data shown hereon was compiled from instrument(s) of record and does not constitute a boundary survey.
5. Parcel Control Numbers shown hereon were obtained from the Palm Beach County Property Appraiser's website.
6. Abbreviation Legend: F.B. = Field Book; L.B. = Licensed Business; P = Per Record Plat; P.B. = Plat Book; PCN = Parcel Control Number; PG. = Page; P.L.S. = Professional Land Surveyor.

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: 12/2/15

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

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F.B. –	PG. –
SHEET	2 (268) OF 5

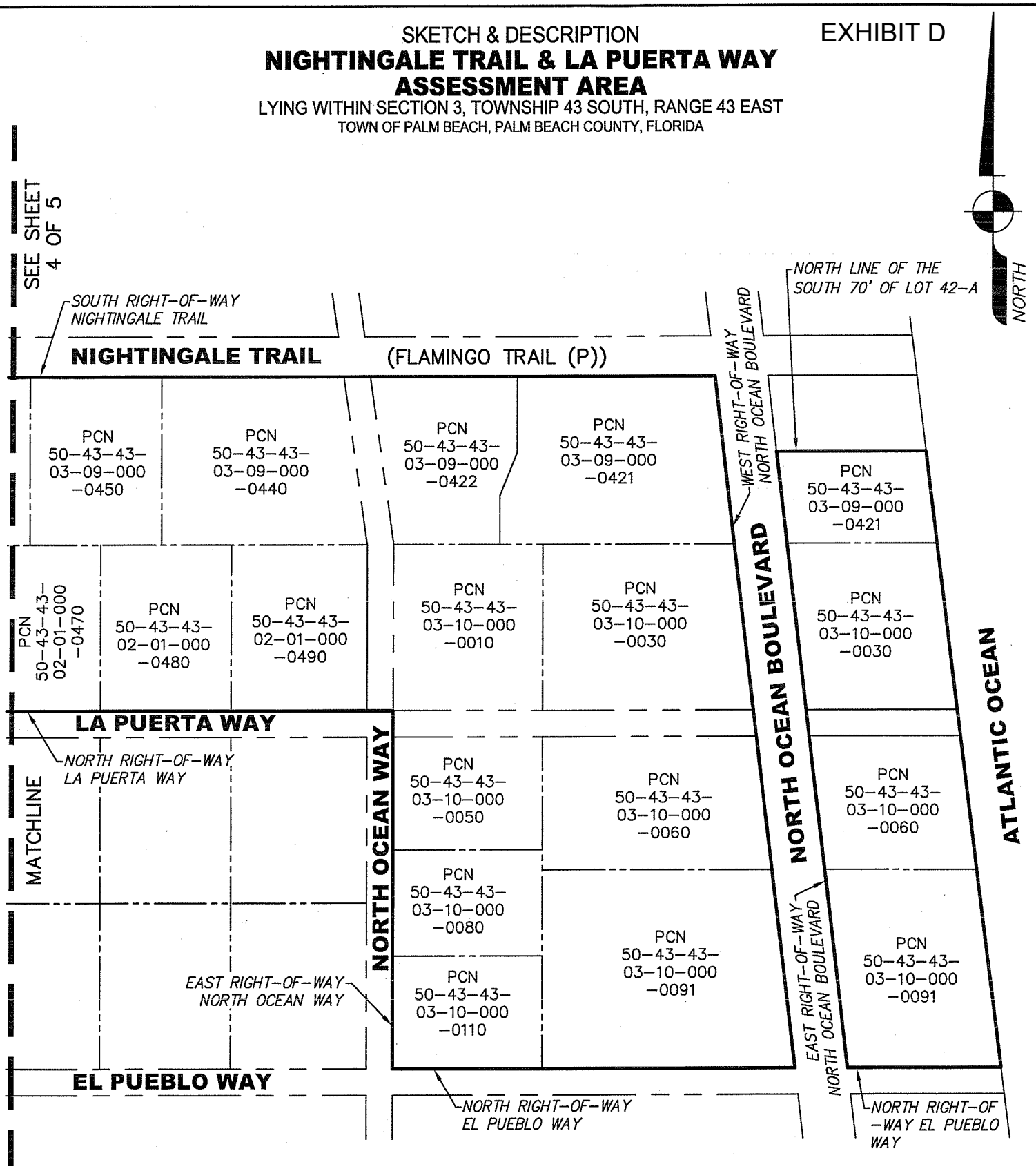
SKETCH & DESCRIPTION

NIGHTINGALE TRAIL & LA PUERTA WAY ASSESSMENT AREA

LYING WITHIN SECTION 3, TOWNSHIP 43 SOUTH, RANGE 43 EAST

TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA

EXHIBIT D



REVISIONS		
REVISED	W.R.E.	12/01/2015

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JOB #:	10037
SCALE:	1" = 150'
DATE:	10/28/2015
BY:	W.R.E.
CHECKED:	M.D.A.
F.B. –	PG. –
SHEET	3 269 OF 5

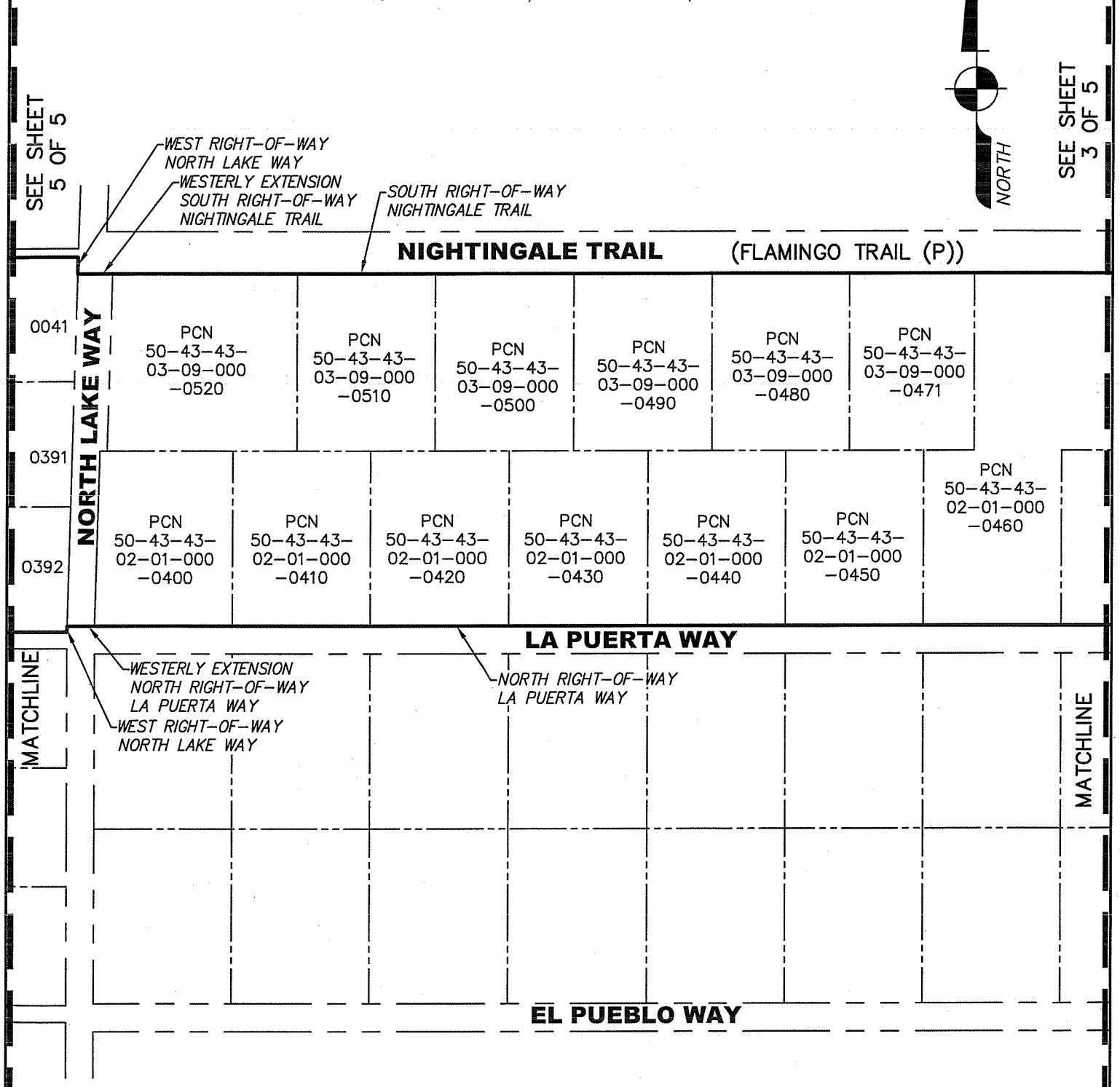
SKETCH & DESCRIPTION

NIGHTINGALE TRAIL & LA PUERTA WAY ASSESSMENT AREA

LYING WITHIN SECTION 3, TOWNSHIP 43 SOUTH, RANGE 43 EAST

TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA

EXHIBIT D



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REVISED	W.R.E.	12/01/2015

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DATE:	10/28/2015
BY:	W.R.E.
CHECKED:	M.D.A.
F.B. –	PG. –
SHEET	4270 OF 5

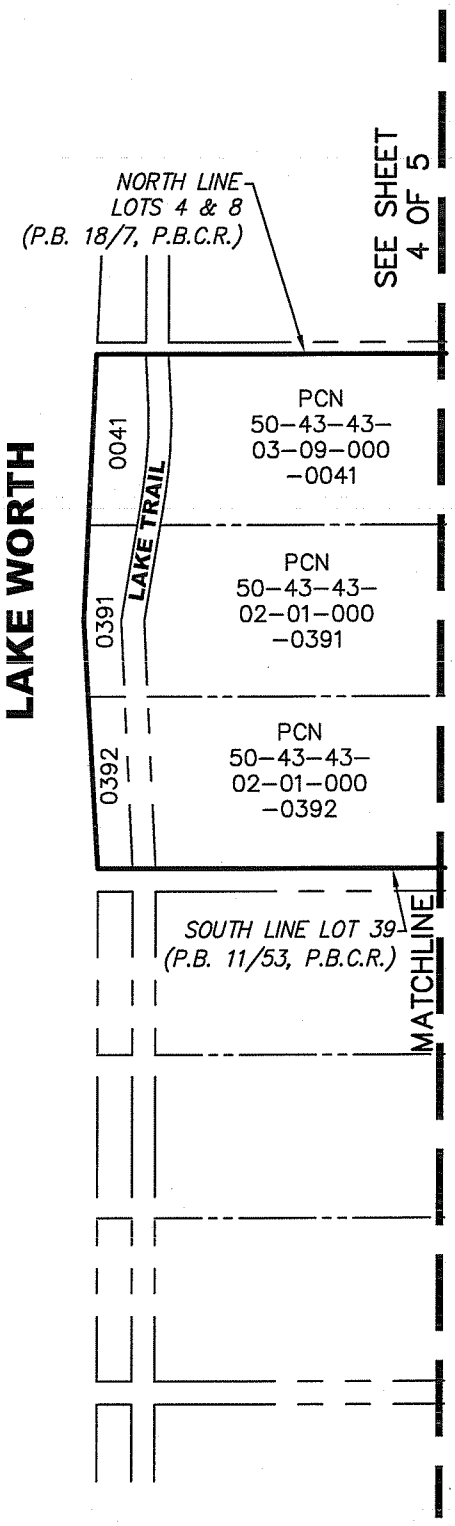
SKETCH & DESCRIPTION

NIGHTINGALE TRAIL & LA PUERTA WAY
ASSESSMENT WAY

LYING WITHIN SECTION 3, TOWNSHIP 43 SOUTH, RANGE 43 EAST

TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA

EXHIBIT D



REVISIONS		
REVISED	W.R.E.	12/01/2015

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JOB #:	10037
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DATE:	10/28/2015
BY:	W.R.E.
CHECKED:	M.D.A.
F.B. –	PG. –
SHEET	5 OF 5

MAP OF NIGHTINGALE TRAIL / LA PUERTA WAY ASSESSMENT AREA

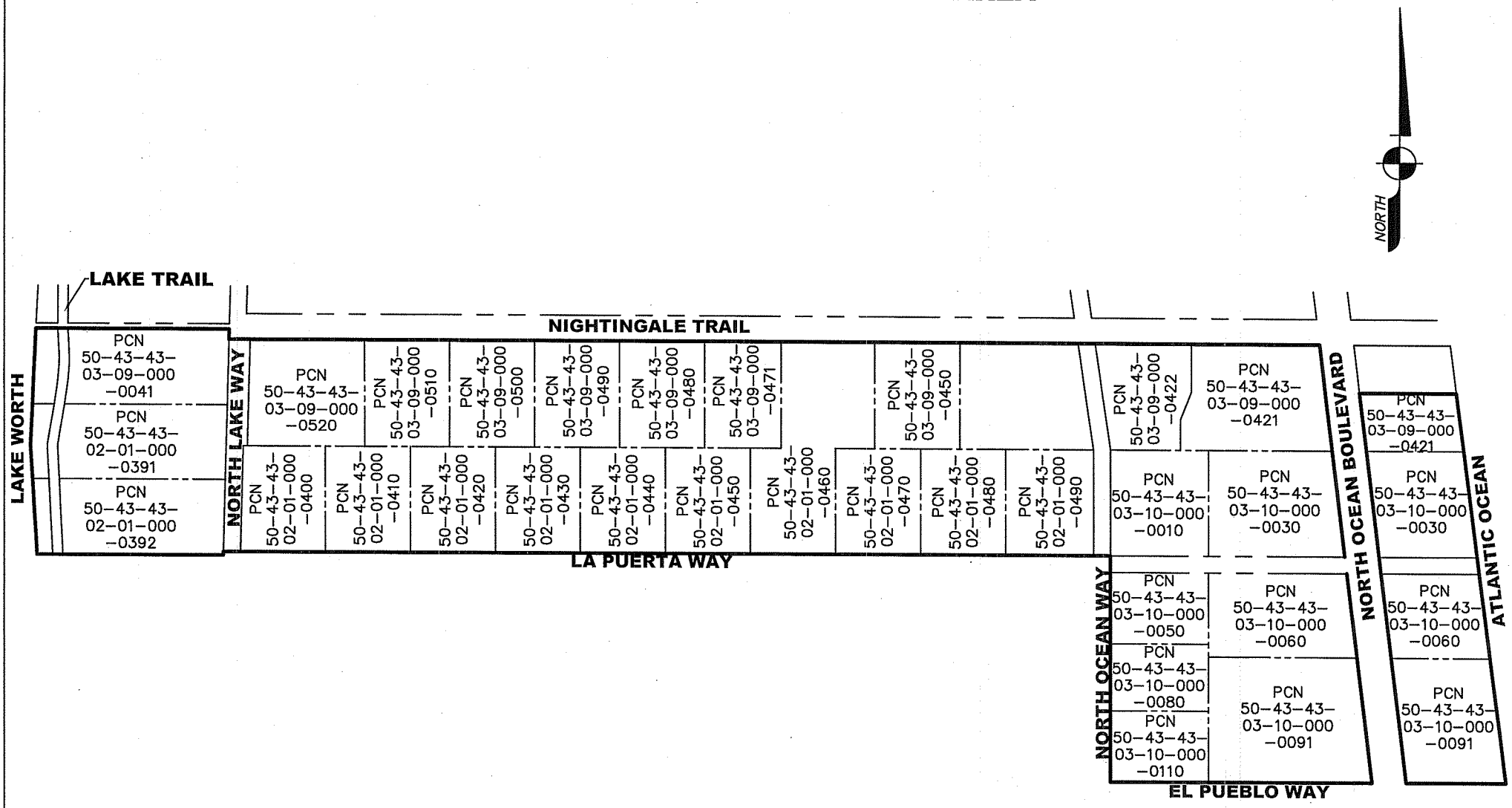

EXHIBIT D

EXHIBIT E

SKETCH & DESCRIPTION

TOWN HALL SQUARE HISTORIC DISTRICT

ASSESSMENT AREA

LYING WITHIN SECTION 23, TOWNSHIP 43 SOUTH, RANGE 43 EAST

TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA

LEGAL DESCRIPTION:

A portion of Section 23, Township 43 South, Range 43 East, lying within the Town of Palm Beach, Palm Beach County, Florida, described as follows:

Bounded on the north by the north line of Lot 32, Block G, REVISED MAP OF ROYAL PARK ADDITION TO PALM BEACH, according to the Plat thereof, as recorded in Plat Book 4, Page 1, of the Public Records of Palm Beach County, Florida; bounded on the east by the west right-of-way of south bound South County Road; bounded on the south by the south line of Lot 5, Block G of said plat; bounded on the west by the west line of Lots 4 and 5, Block G of said Plat; together with the north line of Lot 4, Block G of said Plat; together with bounded on the west by the west line of the east 129.2 feet of Lots 1 thru 3, Block G of said Plat; together with the south line of Lot 28, Block G of said Plat; together with bounded on the west by the west line of Lots 28 thru 32, Block G of said Plat.

TOGETHER WITH:

A portion of Section 23, Township 43 South, Range 43 East, lying within the Town of Palm Beach, Palm Beach County, Florida, described as follows:

Bounded on the north by the north line of Lot 11, Block 7, of said Plat; bounded on the east by the west right-of-way line of south bound South County Road; bounded on the south by the south line of Lots 20 thru 23, Block 7, of said Plat; bounded on the west by the west line of the east 8.7 feet of Lot 23, Block 7, of said Plat; together with the north line of Lots 21 thru 23, Block 7, of said Plat; together with bounded on the west by the west line of Lots 11 thru 15, Block 7, of said Plat

LESS AND EXCEPT: (PCN: 50-43-43-23-05-007-0181)

The west 82.33 feet of Lots 18, 19 and 20, Block 7, ROYAL PALM PARK ADDITION, according to the Plat thereof, on file in the office of the Clerk Of The Circuit Court in and for Palm Beach County, Florida, recorded in Plat Book 4, Page 1, LESS AND EXCEPT the south 30.50 feet of the east 2.83 feet thereof.

TOGETHER WITH:

A portion of Section 23, Township 43 South, Range 43 East, lying within the Town of Palm Beach, Palm Beach County, Florida, described as follows:

Bounded on the north by the north line of Lot 29, Block H, of said Plat; bounded on the east by the east line of Lots 29 thru 40, Block H, of said Plat; bounded on the south by the south line of Lot 40, Block H, of said Plat; bounded on the west by the east right-of-way line of north bound South County Road.

REVISIONS		
REVISED	W.R.E.	12/01/2015

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JOB #:	9660-4
SCALE:	--
DATE:	11/19/2015
BY:	W.R.E.
CHECKED:	M.D.A.
F.B.	-- PG. --
SHEET	273 OF 4

SKETCH & DESCRIPTION

EXHIBIT E

TOWN HALL SQUARE HISTORIC DISTRICT

ASSESSMENT AREA

LYING WITHIN SECTION 23, TOWNSHIP 43 SOUTH, RANGE 43 EAST

TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA

LEGAL DESCRIPTION: (Continued)

TOGETHER WITH:

A portion of Section 23, Township 43 South, Range 43 East, lying within the Town of Palm Beach, Palm Beach County, Florida, described as follows:

Bounded on the north by the north line of Lots 1 and 52, Block 8, of said Plat; bounded on the east by the east line of the west 25 feet of Lot 52, Block 8, of said Plat; together with the south line of the north 100 feet of Lot 52, Block 8, of said Plat; together with bounded on the east by the east line of Lots 5 thru 10, Block 8, of said Plat; bounded on the south by the south line of Lot 10, Block 8, of said Plat; bounded on the west by the east right-of-way line of north bound South County Road.

TOGETHER WITH:

A portion of Section 23, Township 43 South, Range 43 East, lying within the Town of Palm Beach, Palm Beach County, Florida, described as follows:

Bounded on the north by the south right-of-way line of Brazilian Avenue; bounded on the east by the west right-of-way line of north bound South County Road; bounded on the south by the north right-of-way line of Chilian Avenue; bounded on the west by the east right-of-way of south bound South County Road.

Said lands including, but is not limited to, properties identified by the following parcel control numbers (PCN):

50-43-43-23-05-027-0320; 50-43-43-23-05-027-0300; 50-43-43-23-05-027-0280; 50-43-43-23-05-027-0011; 50-43-43-23-05-007-0110; 50-43-43-23-05-007-0182; 50-43-43-23-05-020-0040; 50-43-43-23-05-020-0030; 50-43-43-23-05-028-0290; 50-43-43-23-05-028-0331; 50-43-43-23-05-028-0351; 50-43-43-23-05-008-0010; 50-43-43-23-05-008-0050; 50-43-43-23-05-008-0060; 50-43-43-23-05-008-0080.

REVISIONS		
REVISED	W.R.E.	12/01/2015

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JOB #:	9660-4
SCALE:	--
DATE:	11/19/2015
BY:	W.R.E.
CHECKED:	M.D.A.
F.B. --	PG. --
SHEET	274 OF 4

SKETCH & DESCRIPTION

EXHIBIT E

TOWN HALL SQUARE HISTORIC DISTRICT

ASSESSMENT AREA

LYING WITHIN SECTION 23, TOWNSHIP 43 SOUTH, RANGE 43 EAST

TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA

SURVEYOR'S NOTES:

1. Reproductions of this Sketch are not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.
2. No Title Opinion or Abstract to the subject property has been provided. It is possible that there are Deeds, Easements, or other instruments (recorded or unrecorded) which may affect the subject property. No search of the Public Records has been made by the Surveyor.
3. The land description shown hereon was prepared by the Surveyor.
4. Data shown hereon was compiled from instrument(s) of record and does not constitute a boundary survey.
5. Parcel Control Numbers shown hereon were obtained from the Palm Beach County Property Appraiser's website.
6. Abbreviation Legend: F.B. = Field Book; L.B. = Licensed Business; P = Per Record Plat; P.B. = Plat Book; PCN = Parcel Control Number; PG. = Page; P.L.S. = Professional Land Surveyor.

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: 12/1/15

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

REVISIONS		
REVISED	W.R.E.	12/01/2015

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JOB #:	9660-4
SCALE:	–
DATE:	11/19/2015
BY:	W.R.E.
CHECKED:	M.D.A.
F.B. –	PG. –
SHEET	3275 OF 4

SKETCH & DESCRIPTION

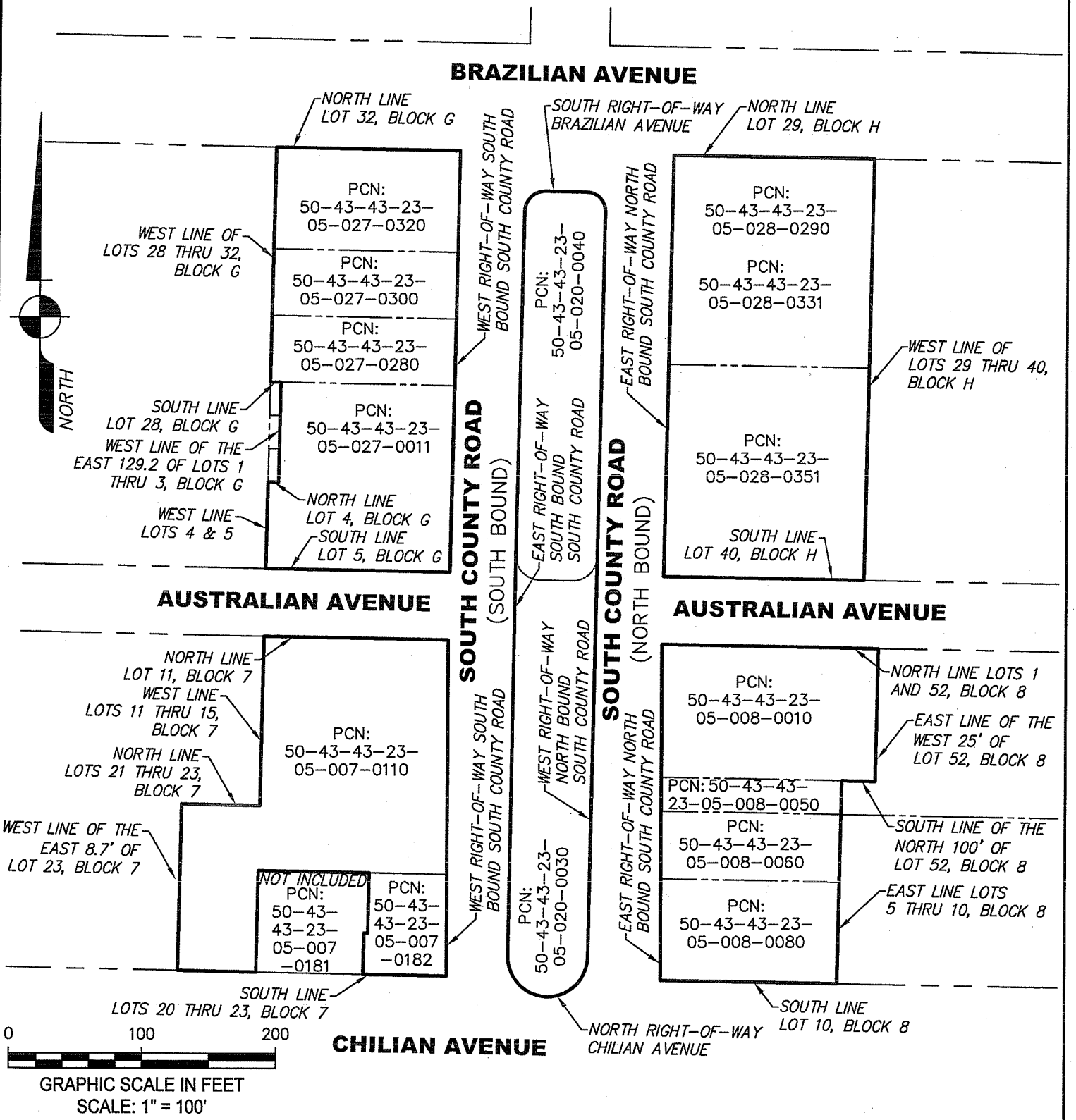
EXHIBIT E

TOWN HALL SQUARE HISTORIC DISTRICT

ASSESSMENT AREA

LYING WITHIN SECTION 23, TOWNSHIP 43 SOUTH, RANGE 43 EAST

TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA



REVISIONS		
REVISED	W.R.E.	12/01/2015

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JOB #:	9660-4
SCALE:	1" = 100'
DATE:	11/19/2015
BY:	W.R.E.
CHECKED:	M.D.A.
F.B. –	PG. –
SHEET	4[276] OF 4

TOWN OF PALM BEACH

Town Council Meeting on: December 8, 2015

Section of Agenda

Regular Agenda - Old Business

Agenda Title

Exterior Improvements to 627 and 701 N. Dixie Highway

Presenter

Jay Boodheshwar, Deputy Town Manager

Supporting Documents

- **Memorandum Dated November 29, 2015, from Jay Boodheshwar, Deputy Town Manager**
- **Artistic Renderings**

TOWN OF PALM BEACH

Information for Town Council Meeting on: December 8, 2015

To: Mayor and Town Council

Via: Thomas G. Bradford, Town Manager

From: Jay Boodheshwar, Deputy Town Manager

Re: Exterior Improvements to 627 and 701 North Dixie Highway

Date: November 29, 2015

STAFF RECOMMENDATION

Staff recommends Town Council approve the revised artistic improvement plan for 627 N. Dixie Highway and direct staff to finalize a landscaping improvement plan for 627 and 701 N. Dixie and proceed with said improvements in partnership with the West Palm Beach Downtown Development Authority and the City of West Palm Beach.

GENERAL INFORMATION

At the September 10, 2015, meeting, Town Council selected their preferred improvement plan for 627 N. Dixie Highway (Alternate 3 – Traditional *Trompe l'oeil foliage and parapets with caststone corner columns, planters and decorative lighting*), but requested further enhancements prior to final approval. The expenditure of up to $20,000 from the FY2015 contingency fund was authorized and the Town Manager was directed to finalize/execute an agreement with the City of West Palm Beach and West Palm Beach Downtown Development Authority to complete said improvements. Council also requested cost estimates to include landscaping improvements at 627 N. Dixie, as well as 701 N. Dixie.

Attached to this memorandum is a north elevation drawing of the proposed artistic enhancement requested by Town Council. The floral design replaces the green vines on the preferred "Traditional Plan" preliminarily approved in September. See attached. A scaled rendering is being developed and will be presented at the December 8 Town Council meeting. The updated estimate for the artistic enhancements and electrical work is $35,000.

An initial landscape improvement plan for 627 and 701 N. Dixie was prepared by staff, drawing from the landscaping themes currently in place at neighboring properties near these two parcels. Although the plan isn't final, it is proposed to include a variety of "Florida friendly" plant material, requiring little to no irrigation water. The initial cost estimate for this work is approximately $15,000, which would be the Town's responsibility.

FUNDING/FISCAL IMPACT

The Town's share of up to $20,000 has already been encumbered with funds from the FY2015 General Fund budget, per Town Council's approval on September 10, 2015. Staff will attempt to complete the landscaping improvements with a combination of funds remaining from the encumbered $20,000 and the FY2015 General Fund operating budget. An FY2016 contingency fund appropriation may be required.

Attachment

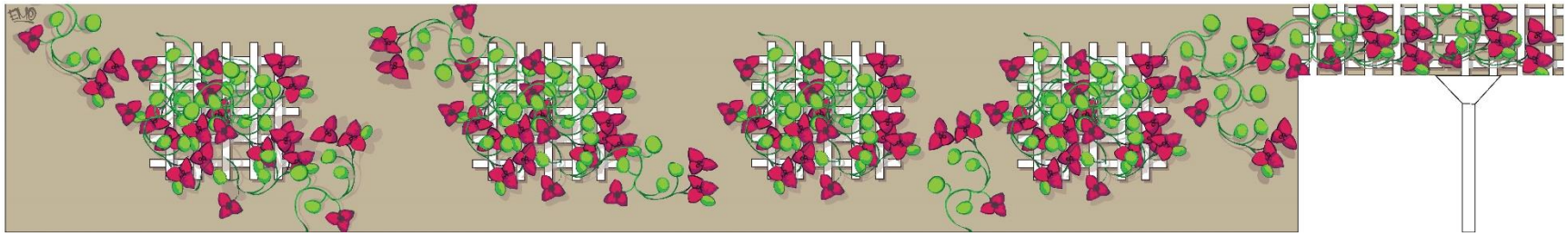
cc: H. Paul Brazil, P.E., Director of Public Works
Eric Brown, Assistant Director of Public Works
Brett Madison, Facilities Maintenance Manager
Raphael Clemente, Executive Director, Downtown Development Authority
Christopher Roog, Economic Development Director, City of West Palm Beach

Traditional Improvement Plan

(Preliminarily approved on September 10, 2015)

Proposed Artistic Enhancement

(Floral design would replace the green vine design above)



TOWN OF PALM BEACH

Town Council Meeting on: December 8, 2015

Section of Agenda

Regular Agenda - New Business

Agenda Title

Appointment of Town Manager Thomas G. Bradford Pursuant to Section 4. 02(b) of the Town Charter from December 9, 2015 through December 13, 2016.

Presenter

Thomas G. Bradford, Town Manager

Supporting Documents

- **Memorandum Dated December 2, 2015, from Thomas G. Bradford, Town Manager**

TOWN OF PALM BEACH
Information for Town Council Meeting on: December 8, 2015

To: Mayor and Town Council

From: Thomas G. Bradford, Town Manager

Re: Consideration of Appointment of Town Manager Thomas G. Bradford pursuant to Section 4.02 (b) of the Town Charter from December 9, 2015 through December 13, 2016

Date: December 2, 2015

STAFF RECOMMENDATION

Consider appointment of Thomas G. Bradford to serve an additional one – year term as Town Manager from December 9, 2015 through December 13, 2016. Consider evaluation of the Town Manager's prior performance for the January 12, 2016 Town Council meeting. Consider establishing formal Town Manager goals and objectives following the date of the municipal election, but prior to the start of the Town's annual budgetary process.

GENERAL INFORMATION

Section 4.02 (b) of the Town Charter requires the annual appointment of a Town Manager for a one – year term. On December 9, 2014, I was appointed as Town Manager effective January 10, 2015 through December 8, 2015. This truncated appointment was made in order to accommodate Mr. Elwell's retirement on January 9, 2015.

By making this proposed appointment from December 9, 2015 through December 13, 2016, the Town will revert back to the previous December to December appointment term for the Town Manager. This is an ideal time for consideration of appointment of the Town Manager as it historically falls outside the political season of approximately January 1 to February 10.

The Town Charter also requires that the Town Manager be evaluated by the Town Council at least annually. Accordingly, I plan to provide to you by separate cover evaluation forms for this purpose. The results of the evaluation process can be considered at the January 12 Town Council meeting. In the future, the evaluation process can be timed to coincide with the date of the anticipated annual appointment of the Town Manager. However, in my opinion, the ideal time to set Town Manager goals and objectives for any given year would be sometime between the annual municipal election and the commencement of the Town's annual budget process. By choosing to set Town Manager goals and objectives after the annual municipal election newly elected officials are allowed to have a say in the Town Manager's goals and objectives. In addition, by having the adoption of Town Manager goals and objectives prior to the

commencement of the Town's annual budget process, where necessary, the proposed budget for the forthcoming fiscal year can be used, if needed, as the tool it is intended to be in order to help facilitate initiatives that may be necessary to accomplish the adopted Town Manager goals and objectives. If you see merit in this timeframe I would suggest we strive to set the Town Manager goals and objectives by no later than the April Town Council meeting.

TOWN OF PALM BEACH

Town Council Meeting on: December 8, 2015

Section of Agenda

Regular Agenda - New Business

Agenda Title

Discussion Relative to Town Council Appeal Process

Presenter

Penelope D. Townsend, Councilmember

Supporting Documents

- NONE

TOWN OF PALM BEACH

Town Council Meeting on: December 8, 2015

Section of Agenda

Regular Agenda - New Business

Agenda Title

Discussion on Signalization at Intersection of Flagler Drive and Lakeview Avenue in West Palm Beach in Conjunction with Construction of the New Flagler Memorial Bridge

Presenter

Penelope D. Townsend, Councilmember

Supporting Documents

- NONE

TOWN OF PALM BEACH

Town Council Meeting on: December 8, 2015

Section of Agenda

Regular Agenda - New Business

Agenda Title

Proposed Townwide Underground Utilities Project
Thomas G. Bradford, Town Manager

a. Review of Proposed Assessment Methodology Changes

b. RESOLUTION NO. 201-2015 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Providing for the Issuance of General Obligation Bonds for the Purpose of Financing All or a Portion of the Costs of Burying Overhead Utility Lines Located Within the Town of Palm Beach, Florida, in the Principal Amount of Not Exceeding Ninety Million Dollars ($90,000,000), Calling for a Bond Referendum of the Qualified Electors of the Town of Palm Beach to be Held on March 15, 2016, as to Whether General Obligation Bonds for Such Underground Utility Project Should be Issued; Repealing Town Resolution No. 160-2015 and Providing an Effective Date.

c. Authorization to Hire Third Party Negotiator for Design Consultant, General Contractor and Public Utility Contracts.

d. RESOLUTION NO. 206-2015 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving a Contract with Raftelis Financial Consultants to Update Property Records and the Assessment Methodology for the Townwide Underground Utilities Project in the Amount of $xx,xxx with Funding Coming from the Unspent Funds in the Underground Utilities Seed Money Within the Pay-As -You-Go Capital Improvement Program Having Remaining Funding of $1xx,xxx.

Presenter

Supporting Documents

- **Memorandum Dated December 2, 2015, from Thomas G. Bradford, Town Manager**
- **Exhibit A Assessment Alternative 2**
- **Resolution No. 201-2015**
- **Resolution 206-2015**

TOWN OF PALM BEACH
Information for Town Council Meeting on: December 8, 2015

To: Mayor and Town Council

From: Thomas G. Bradford, Town Manager

Re: Proposed Townwide Underground Utilities Project

Date: December 2, 2015

STAFF RECOMMENDATION

Staff recommends the Town Council consider approving the recommendations of the Underground Utilities Task Force in regard to proposed assessment methodology changes, the bond resolution adopting the proposed ballot language and authorization to hire a third-party negotiator for design consultant, general contractor and public utility contracts anticipated for the townwide underground project.

GENERAL INFORMATION

Review of proposed assessment methodology changes

The "architect" of the underground utilities assessment methodology created in 2009 works for Raftelis Financial Consultants. Staff have had numerous conversations with the firm in regard to the need to update the property files in the master assessment spreadsheet as well as a discussion as to what extent can the methodology be changed to provide a better value for the condominiums in Town without unduly burdening the others properties. Raftelis developed two alternatives for consideration with samples to show the effect of making such changes in each scenario offered for consideration. The UUTF recommended Alternative 2. Those changes have already been made to the master spreadsheet for use if Town Council approves same. However, we still need to update the property records in the master spreadsheet to reflect 2015 property data instead of 2009 data. This funding request is the subject of Resolution No. 206 – 2015 reviewed below.

Please see the table attached hereto as Exhibit A which summarizes the changes Raftelis presented to the UUTF. Again, Alternative 2 has been recommended by the UUTF.

Resolution No. 201-2015 (The Bond Resolution)

In furtherance of the Town Council action approving amendments to the resolution for purposes of clarity Richard Miller, Bond Counsel, prepared Resolution No. 201 – 2015, which is attached hereto as Exhibit B.

The changes in the ballot language and/or resolution are essentially as follows:

- Eliminated any confusing verbiage such as "double-barreled"
- Modified the ballot language so that the work being proposed is stated first
- Modified the ballot language so that the cost of the work appears second
- The addition of language that makes it clear that the funds to be raised will be devoted solely to the underground project and that the project will be overseen by a citizen's advisory committee, which is the UUTF.
- Per the suggestion of the Supervisor of Elections the resolution informs the reader of the early voting option.
- The resolution at Section 14 repeals Town Resolution No. 160 – 2015 which adopted the previous ballot language which is no longer preferred.

The Town Clerk is required to provide this resolution and associated ballot language to the supervisor of elections by Friday, December 11. At their meeting on December 1 the UUTF voted unanimously to approve this resolution and its revised ballot language.

Authorization to hire third party negotiator for design consultant, general contractor and public utility contracts

I have given this subject matter a great deal of thought and have concluded that due to the magnitude of the cost of the design consultant and the general contractor relative to the work that is necessary to be done in order to accomplish the conversion of all overhead utility facilities in town to underground service that it will be in the best interest of the town if we hire a third-party consultant, most likely an attorney well-versed in matters related to design and construction, to negotiate these contracts with the engineers and general contractors anticipated to be selected by the town. It is critical that we begin the project with a keen eye on costs and that those best suited to ensure that the engineers and contractors that are ultimately selected to do this work have sharpened their pencils to provide fair and reasonable pricing for the work to be done. I firmly believe that successful construction projects are built upon a relationship of trust and teamwork between the owner and those selected to design and build the project. Therefore, I make this recommendation not to harm our partners in the work ahead of us, but rather to ensure that the taxpayers of Palm Beach as well as those who stand to benefit from being awarded this important work are being treated fairly for their efforts and that the taxpayers are receiving good value for the money they invest for the quality of their public utility infrastructure.

The UUTF voted unanimously at their meeting on December 1 to authorize the hiring of a third party

negotiator for the purposes stated above. Subsequently, I realized that the benefits of the third party negotiator could be of value relative to the negotiation of the public utility contracts that we will enter into with AT&T, Comcast and FPL. It is recommended that you give me the option of utilizing this third party negotiator for the public utility contracts or alternatively, to use Schef Wright, the Town's Utility Counsel, whichever may be deemed most appropriate under the circumstances.

Resolution No. 206 – 2015

After the UUTF meeting on November 3 Jane Struder, Director of Finance and I contacted Raftelis Financial Consultants to determine the funding needed to accomplish alternatives to the original assessment methodology. To date we have spent $19,565 which is under my spending authority of $24,999. However, we need additional funding of $25,000 to update the property data townwide with 2015 data for a total of $44,565. Therefore, since this amount exceeds my spending authority we have prepared Resolution No. 206-2015 that authorizes the expenditures for this work to be done.

TGB:

cc: Jay Boodheshwar, Deputy Town Manager
Jane Struder, Director of Finance
Patricia Strayer, Senior Project Engineer
Rick Miller, Esq., Locke, Lord
John C. Randolph, Town Attorney
Rick Asnani, Cornerstone Solutions
Jon Cooper, Cornerstone Solutions

Comparison of Total Assessment:

			Alternative #1		Alternative #2	
		Original	Safety: Base = 0 (% of Total = 27%)		Safety: Base = 0	1/3,1/3,1/3
Description	Overhead Util.	Total Amt.	Total Amt.	$ Change	Total Amt.	% Change
Single family	YES	$ 1,377.89	$ 1,528.72	$ 150.83	$ 1,575.86	$ 197.97
Single family	NO	$ 1,509.12	$ 1,674.31	$ 165.20	$ 1,731.35	$ 222.23
Condo		$ 364.16	$ 305.74	$ (58.41)	$ 288.47	$ (75.68)
				16%		21%

RESOLUTION NO. 201-2015

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION BONDS FOR THE PURPOSE OF FINANCING ALL OR A PORTION OF THE COSTS OF BURYING OVERHEAD UTILITY LINES LOCATED WITHIN THE TOWN OF PALM BEACH, FLORIDA IN THE PRINCIPAL AMOUNT OF NOT EXCEEDING NINETY MILLION DOLLARS ($90,000,000), CALLING FOR A BOND REFERENDUM OF THE QUALIFIED ELECTORS OF THE TOWN OF PALM BEACH TO BE HELD ON MARCH 15, 2016, AS TO WHETHER GENERAL OBLIGATION BONDS FOR SUCH UNDERGROUND UTILITY PROJECT SHOULD BE ISSUED; REPEALING TOWN RESOLUTION NO. 160-2015 AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the Town Council of the Town of Palm Beach, Florida (the "Town Council") has determined that the overhead aerial utility lines located within the Town are not aesthetically pleasing and present a potential public safety risk as well as a utility reliability issue and therefore threaten the safety and property of the residents of the Town and that it is in the best interest of the Town and its residents to bury utility lines located within the Town; and

WHEREAS, the Town Council, based on the foregoing findings and studies performed by the Town's staff and consultants and based on requests for such action by the Town citizenry, believes that it is necessary to finance all or a portion of the cost of burying overhead utility lines located within the Town, including without limitation, electric, telephone and cable service, together with costs incidental thereto (the "Underground Utility Project"); and

WHEREAS, the Town Council finds it to be in the best interest of the Town to issue its General Obligation Bonds (the "Bonds"), in one or more series, in the aggregate principal amount of not exceeding ninety million dollars ($90,000,000) for the Underground Utility Project, to finance all or a portion of the costs for such Underground Utility Project; and

WHEREAS, it is necessary and essential to call and to hold a bond referendum submitting the issuance of such Bonds for the approval or disapproval of the residents who are qualified electors within the Town; and

WHEREAS, on October 13, 2015, the Town Council adopted Resolution No. 160-2015, calling for a referendum regarding the proposed financing of the Underground Utility Project; and

WHEREAS, the Town Council has determined that it is in the best interest of the Town to repeal Resolution No. 160-2015 and adopt this resolution as a replacement.

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

SECTION 1. **Findings**. That the findings of the Town Council set forth in the foregoing recitals are hereby adopted.

SECTION 2. Bond Referendum. That a bond referendum is hereby ordered to be held in the Town on the 15th day of March, 2016 to determine whether or not there shall be issued the Bonds of the Town in the aggregate principal amount of not exceeding ninety million dollars ($90,000,000) for the Underground Utility Project maturing within 31 years from the date or respective dates of issuance of said Bonds and bearing interest at a rate or rates not exceeding the legal maximum rate of interest. The Bonds will be issued for the purpose of financing the costs of the Underground Utility Project and to pay the costs of issuing the Bonds, together with all other costs incidental thereto, for which the full faith and credit and taxing power of the Town shall be pledged. The payment of the principal of and interest on the Bonds shall be payable at such times and in such manner as shall be determined by subsequent proceedings of the Town Council. The Bonds shall be payable first from non-ad valorem special assessments imposed in connection with the Underground Utility Project pursuant to Chapter 90, Town Code of Ordinances, and, to the extent such non-ad valorem special assessments are insufficient to pay debt service or not assessed, ad valorem taxes levied and collected in the Town (without limitation as to rate or amount) on all taxable property in the Town sufficient to pay principal of and interest on such Bonds as the same become due and payable. The Town may apply other legally available sources of revenues, including particularly, those revenues relating to the Underground Utility Project, to the payment of the Bonds.

SECTION 3. Municipal Purpose. That the Underground Utility Project will be for a valid municipal purpose and, therefore, accordingly, subject to approval of the issuance of the Bonds by the qualified electors of the Town, the financing of the costs of the Underground Utility Project through the issuance of the Bonds is hereby authorized and approved. The Underground Utility Project will provide a special benefit to the properties served thereby within the Town by (1) improving utility service reliability through reduced service interruptions, particularly during severe weather and post-storm clean up, (2) protecting and

enhancing the value of all property within the Town due to enhanced safety and aesthetics, including avoidance of utility pole hardening.

SECTION 4. Underground Utility Project. That the Underground Utility Project is more fully described in Exhibit A hereto. In this regard, on November 10, 2015, the Town Council appointed a citizens advisory committee to advise the Town during the design and construction phase of the Underground Utility Project.

SECTION 5. One or More Series. That the Bonds may be issued all at one time or in part from time to time as the Town Council may in its discretion hereafter determine by subsequent proceedings.

SECTION 6. Voter Approval. That the Bonds shall not be issued for the Underground Utility Project unless such Bonds authorized for the Underground Utility Project shall be approved at the bond referendum by a majority of the qualified electors of the Town voting in such election all in the manner provided in the Constitution and the statutes of the State of Florida.

SECTION 7. **Polling Locations**. That polling locations or places shall be determined by the Supervisor of Elections for Palm Beach County, Florida, and all qualified electors of the Town who vote in said election shall vote at said designated polling places. The polls shall be opened on the date of said bond referendum from seven o'clock a.m. until seven o'clock p.m. on the same day, and, in the case of early voting, at such times, on such days prior to the date of said bond referendum and at such polling locations or places as determined by the Supervisor of Elections for Palm Beach County, Florida. Only the duly qualified electors of the Town will be permitted to vote in said bond referendum.

SECTION 8. Publication of Notice. That the Town Attorney shall prepare and give notice of the bond referendum by causing appropriate Notice, to be published in accordance with the provisions of Sections 100.342 of the Florida Statutes, at least twice, once in the fifth week and once in the third week prior to the week in which the referendum is held, provided the first publication shall take place at least thirty (30) days before the date fixed for election in the PALM BEACH DAILY NEWS, a newspaper of general circulation within the Town. The Town Attorney shall secure from the publisher of said newspaper an appropriate affidavit of proof that said Notice has been duly published, as herein set forth, and said affidavit shall be made a part of the record of the Town Council.

SECTION 9. Voting Device. That the vote at said bond referendum shall be by such voting device/equipment (the "Device"), as approved by the Florida Department of State pursuant to the Florida Election Code, comprising Chapter 101 of Florida Statutes, and in each polling place there shall be at least one such Device. It shall be the responsibility of the Supervisor of Elections for Palm Beach County, Florida, to have prepared and furnished to the inspectors said Devices in such numbers as shall be required to carry out the intent of this Resolution, and to have prepared and approved by the proper authorities for use in said Devices such ballots (or mechanical ballot record) as shall be necessary to conduct the election of the

qualified electors of the Town relative to the question of whether the issuance of Bonds in the aggregate principal amount of not exceeding ninety million dollars ($90,000,000) shall be approved to finance the cost of the Underground Utility Project and to pay the costs of issuance of the Bonds, together with all other costs incidental thereto. Ballots in the same general form as hereinafter described shall be available to absentee voting.

SECTION 10. Form of Ballot. That the ballots to be issued in said bond referendum shall be substantially in the following form:

BALLOT

TOWN OF PALM BEACH, FLORIDA
UNDERGROUND UTILITY PROJECT
GENERAL OBLIGATION BONDS

To improve reliability, safety, aesthetics and avoid pole hardening, shall Town finance burying overhead utility lines for electric, telephone and cable service by issuing general obligation bonds not exceeding $90,000,000, maturing within 31 years of issuance, bearing interest rate(s) not exceeding legal maximum, payable from Town's full faith, credit, ad valorem taxing power and non-ad valorem special assessments, with project review by a citizens advisory committee, as described in Resolution No. 201-2015?

_____ **FOR BONDS**

_____ **AGAINST BONDS**

SECTION 11. Canvassing of Returns. That the returns of the referendum shall be canvassed in the manner provided by law, and said returns shall be certified to the Town Council, which shall declare the results thereof. Upon canvassing the returns of the referendum, the results of such referendum shall be recorded in the minutes of the Town Council in the manner prescribed by law.

SECTION 12. Election in Accordance with Florida Law. That said bond referendum shall in all other respects be held and conducted in the manner provided in and by the laws of the State of Florida.

SECTION 13. Saving Clause. That in the event that any word, phrase, clause, sentence or paragraph hereof shall be held invalid by any court of competent jurisdiction, such holdings shall not affect any other word, clause, phrase, sentence or paragraph hereof.

SECTION 14. Resolution No. 160-2015 Repealed. That Resolution No. 160-2015 adopted by the Town Counsel on October 13, 2015 is hereby repealed and this Resolution supersedes and replaces Resolution No. 160-2015.

SECTION 15. Effective Date. That this Resolution shall take effect immediately upon its passage.

PASSED AND ADOPTED in a regular session on this ___ day of _____, 2015.

Gail L. Coniglio
Mayor

Michael J. Pucillo
Town Council President

Richard M. Kleid
Town Council President Pro-Tem

Danielle H. Moore
Town Council Member

Penelope D. Townsend
Town Council Member

Robert N. Wildrick
Town Council Member

ATTEST:

Susan A. Owens, MPA, MMC, Town Clerk

EXHIBIT C

RESOLUTION NO. 206-2015

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING A PURCHASE ORDER CHANGE ORDER WITH RAFTELIS FINANCIAL CONSULTANTS TO UPDATE PROPERTY RECORDS FOR THE TOWNWIDE UNDERGROUND UTILITIES PROJECT IN THE AMOUNT OF $25,000, WITH TOTAL PURCHASE ORDER FUNDING OF $44,565, WITH FUNDING COMING FROM THE UNSPENT FUNDS IN THE UNDERGROUND UTILITIES SEED MONEY WITHIN THE PAY-AS-YOU-GO CAPITAL IMPROVEMENT PROGRAM.

* * * * *

NOW, THEREFORE, 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 change order with Raftelis Financial Consultants in the amount of $25,000, bringing total authorized expenditures to Raftelis for this work effort to $44,565, with funding coming from the unspent funds in the underground utilities seed money within the pay-as-you-go capital improvement program.

Section 2. The Town Manager is hereby authorized to execute a change order on behalf of the Town of Palm Beach for $25,000 for updating townwide property data with 2015 data.

Section 3. The Town Manager, or his designee, is hereby authorized and directed to take such further legal actions as may be necessary to effectuate this contract.

PASSED AND ADOPTED in a regular, adjourned session of the Town Council of the Town of Palm Beach assembled this 8th day of December, 2015.

Gail L. Coniglio, Mayor

Michael J. Pucillo, Town Council President

Richard M. Kleid, Town Council President Pro Tem

Danielle H. Moore, Town Council Member

ATTEST:

Penelope D. Townsend, Town Council Member

Susan Owens, MMC, Town Clerk

Robert N. Wildrick, Town Council Member

TOWN OF PALM BEACH

Town Council Meeting on: December 8, 2015

Section of Agenda

Regular Agenda - New Business

Agenda Title

Coastal Update

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

a. Shoreline Condition Update

b. Approve 2016 Reach 8 Dune Restoration Truck Haul Project Bid Solicitation with Mid-Town/Reach 3 Alternative

c. RESOLUTION NO. 202-2015 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving a Contract Extension to D.B. Ecological Services, Inc., for Permit Required Sea Turtle Nesting Monitoring, in the Amount of $177,780, and Establishing a Project Budget of $200,000.

d. RESOLUTION NO. 203-2015 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Authorizing State Grant of FDEP Contract No. 14PB7, Amendment No. 2, Between the State of Florida Department of Environmental Protection and the Town of Palm Beach Under the Bureau of Beaches and Coastal Systems Florida Beach Management Funding Assistance Program for the Lake Worth Inlet Management Plan Implementation, Specifically Biological Monitoring Reimbursement, and Authorizing the Town Council President to Execute Same on Behalf of the Town.

e. Waivers to Town Code for Construction Dates, Hours, and Noise for Staging in Lake Worth Lagoon for City of Boca Raton.

Presenter

Supporting Documents

- **b. Memorandum Dated November 19, 2015, from H. Paul Brazil, P.E., Director of Public Works**
- **c. Memorandum Dated November 19, 2015, from H. Paul Brazil, P.E., Director of Public Works**
- **c. Resolution No. 202-2015**
- **d. Memorandum Dated November 19, 2015 from H. Paul Brazil, P.E., Director of Public Works**
- **d. Resolution No. 203-2015**
- **d. DEP Agreement No. 14PB7, Amendment No. 2**
- **e. Memorandum Dated November 19, 2015, from H. Paul Brazil, P.E., Director of Public Works**
- **e. Letter from City of Boca Raton**

TOWN OF PALM BEACH

Information for Town Council Meeting on: December 8, 2015

To: Mayor and Town Council

Via: Thomas G. Bradford, Town Manager

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

Re: Approve 2016 Reach 8 Dune Restoration Truck Haul Project Bid Solicitation with Mid-Town/Reach 3 Alternative

Date: November 19, 2015

STAFF RECOMMENDATION

Staff recommends that the Town Council approve a bid solicitation for a 2016 Reach 8 Dune Restoration project and include a bid alternate for hauling stockpiled sand to Dunbar Road/Atlantic Avenue area of Reach 3 in Mid-Town.

GENERAL INFORMATION

In June 2015, Town Council awarded a contract to Great Lakes Dredge & Dock Company (GLDD) in the amount of $15,879,950 to construct the Phipps Ocean Park/Reach 7 Beach Nourishment Project. The cost included construction of an optional elevated berm for stockpiling 25,000 cubic yards in the amount of $288,750. GLDD is currently mobilizing equipment to Phipps Ocean Park and construction will begin early in December 2015.

In an effort to prepare a bid solicitation for hauling the stockpiled sand to Reach 8, a project in the Town Council adopted 2013 10-year plan, Town staff and Town consultant, Applied Technology & Management, Inc., reviewed the most recently collected survey data and performed shoreline condition observations. Following the same template used for construction of the 2015 Reach 8 Dune Restoration Project, it has been determined that only 10,000 cubic yards of sand can currently fit on the dry beach in Reach 8. Therefore, the bid package currently being prepared for solicitation will include a minimum sand placement of 10,000 cubic yards. Should the Reach 8 shoreline be impacted by erosion between the time of the bid solicitation and construction, the bid package will allow flexibility to place up to 25,000 cubic yards of sand.

The truck haul effort will require ingress-egress access to be provided by a condominium in Reach 8. Several months ago, letters were sent out from the Town to condominiums that have the ability to provide access. The Town has not received any responses.

One of Woods Hole Group's recommendations during their review of the entire Coastal Management Program, was to consider stockpiling sand for use in other areas of Town. While the 2013 Town Council adopted 10-year plan did include this stockpiling effort, it was dedicated

specifically for use in Reach 8. Since Reach 8 may not require the entire stockpile of 25,000 cubic yards, or access may not be received to place any sand in Reach 8, the stockpiled sand could be transported to other areas of need in the Town.

Consistent with Woods Hole Group's recommendation, Town staff proposes to include an alternate in the Reach 8 Dune Restoration bid solicitation to transport sand to the northern end of the Mid-Town Project in the Dunbar Road/Atlantic Avenue area of Reach 3. This section of the project was constructed earliest and was subjected initially to strong nor'easter conditions in February 2015. This area has not recovered as anticipated and has continued to recede as a result of persistent rough weather in October 2015.

FUNDING/FISCAL IMPACT

The 2013 Town Council adopted 10-year Coastal Management Program Budget included $1,235,000 for truck hauling sand to Reach 8. With the $288,750 cost of stockpiling the sand in Phipps Ocean Park, at a unit rate of $11.55 per cubic yard, that leaves approximately $950,000 for hauling.

PURCHASING REVIEW

The Purchasing Division has reviewed the information provided and has approved the content.

cc: Jane Struder, Finance Director
Robert Weber, Coastal Program Manager
Adis Pedraza, Purchasing Manager

TOWN OF PALM BEACH
Information for Town Council Meeting on: December 8, 2015

To: Mayor and Town Council

Via: Thomas G. Bradford, Town Manager

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

Re: Authorization to Extend Sea Turtle Nesting Monitoring Contract
Resolution No. 202-2015

Date: November 19, 2015

STAFF RECOMMENDATION

Staff recommends that the Town Council approve Resolution No. 202-2015, authorizing a contract extension for sea turtle nesting monitoring to D.B. Ecological Services, Inc. (D.B Ecological), in the amount of $177,780, and establishing a project budget of $200,000 for the 2016 sea turtle nesting monitoring period, as required by the Florida Department of Environmental Protection (FDEP) and U.S. Army Corps of Engineers (USACE).

GENERAL INFORMATION

The Town of Palm Beach is required by both FDEP and USACE to monitor sea turtle nesting.

PROJECT-RELATED SEA TURTLE MONITORING

Due to sand placement projects, the Town has monitored the following locations for sea turtle nesting activity:

- Reach 1, due to USACE inlet channel maintenance sand placement on dry beach.
- Mid-Town (Reaches 3 & 4), approximately between El Mirasol and Banyan Road.
- Phipps Ocean Park (Reach 7) and Reach 8, between Sloan's curve and the south Town limits, excluding Lake Worth Municipal Beach.

The above locations total a shoreline distance of 6.5 miles.

D.B. Ecological has successfully performed permit required sea turtle monitoring services for the Town over the past nine (9) years. This firm provided these services for five (5) years following award of the lowest qualified bidder for Sealed Bid No. 2007-21 and for four (4) years following award of the lowest qualified bidder for Sealed Bid No. 2012-10. The current contract with D.B. Ecological allows for annual extensions up to five (5) years, through the 2016 sea turtle nesting season, at a fixed annual cost of $126,280.

Four (4) line items for sea turtle monitoring were included in the Town Council adopted 10-year Coastal Management Program Budget. These line items (19, 27, 34, and 42) total $129,000. The budgeted amount of $129,000 has been sufficient to cover the $126,280 cost of the project-related sea turtle nesting monitoring services.

BMA-RELATED SEA TURTLE MONITORING

In September 2013, both FDEP and the Florida Fish & Wildlife Conservation Commission signed the Palm Beach Island Beach Management Agreement (BMA) Pilot Project with both the Town of Palm Beach and Palm Beach County. The BMA allows for quicker individual project approvals by FDEP for several coastal projects on Palm Beach Island. As a BMA participant, one of the Town's obligations is to perform sea turtle monitoring along the entire shoreline.

In order to create a continuous data set for the shoreline, the portions outside of our beach nourishment project areas were required to be included. The additional monitoring effort within the Town's limit has included closing data gaps in Reaches 2, 5, and 6. This additional 5.5 miles of beach has required the use of additional personnel in order to have the beaches surveyed before 9:00 a.m. Due to cost efficiencies with the work being done in the Town already, the total cost is not linear with the shoreline distances set to the monitored. On January 24, 2014, D.B. Ecological provided a cost proposal of $51,500 for the additional services needed in Reaches 2, 5, and 6 for the 2014 sea turtle nesting monitoring period. D.B. Ecological has confirmed, as done in 2015, that the cost for the BMA required services in 2016 will remain consistent with 2014.

FUNDING/FISCAL IMPACT

With the BMA requirements put in place in the months following adoption of the 10-year plan, an additional cost of $51,500, plus contingency, has increased the cost beyond the planned figure. For FY 2014 and FY 2015, sufficient funds existed in the Coastal Protection Fund to cover the additional annual costs.

The Town Council approved FY 2016 budget included $200,000 for sea turtle monitoring. This approval was $71,000 over the 2013 adopted budget for sea turtle monitoring. The FY 2016 budget is sufficient to fund the project-related sea turtle nesting monitoring activities, as well as the additional BMA requirements plus a small contingency.

PURCHASING REVIEW

The Purchasing Division has reviewed the information provided and has approved the content.

TOWN ATTORNEY REVIEW

The Town Attorney has reviewed this resolution and approved for legal form and sufficiency.

Attachments

cc: John C. Randolph, Town Attorney
Jane Struder, Finance Director
Robert Weber, Coastal Program Manager
Adis Pedraza, Purchasing Manager

RESOLUTION NO. 202-2015

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING A CONTRACT EXTENSION TO D. B. ECOLOGICAL SERVICES, INC., FOR PERMIT REQUIRED SEA TURTLE NESTING MONITORING, IN THE AMOUNT OF $177,780, AND ESTABLISHING A PROJECT BUDGET OF $200,000.

* * * * *

WHEREAS, a contract was awarded on February 16, 2012, to D.B. Ecological Services, Inc., to provide sea permit required turtle nesting monitoring services related to the annual sea turtle monitoring; and

WHEREAS, D.B. Ecological Services, Inc. has provided acceptable service under that contract; and

WHEREAS, that contract allows for four (4) twelve-month extensions.

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

Section 1. The fourth contract extension for Sea Turtle Nesting Monitoring is hereby approved for D.B. Ecological Services, Inc., for the amount of $126,280, plus additional Beach Management Agreement required services in Reaches 2, 5, and 6 of $51,500, for a total amount of $177,780 and establishing a project budget of $200,000.

Section 2. The Town Manager is hereby authorized and directed to execute this contract extension on behalf of the Town of Palm Beach.

Section 3. The Town Manager, or his designee, is hereby authorized and directed to take such further actions as may be necessary to effectuate the implementation of these permit required services, including any necessary change order work as recommended by the Public Works Director.

PASSED AND ADOPTED in a regular adjourned session of Town Council of the Town of Palm Beach this 8th day of December 2015.

_____	_____
Gail L. Coniglio, Mayor	Michael J. Pucillo, Town Council President
	_____
	Richard M. Kleid, Council President Pro Tem
	_____
	Danielle H. Moore, Town Council Member
	_____
ATTEST:	Penelope D. Townsend, Town Council Member
_____	_____
Susan A. Owens, MMC, Town Clerk	Robert N. Wildrick, Town Council Member

TOWN OF PALM BEACH
Information for Town Council Meeting on: December 8, 2015

TO: Mayor and Town Council

VIA: Thomas G. Bradford, Town Manager

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

RE: Authorization for State Grant Amendment No. 2 – Lake Worth Inlet IMP Implementation Biological Monitoring Reimbursement
Resolution No. 203-2015

DATE: November 19, 2015

STAFF RECOMMENDATION

Staff recommends that Town Council approve Resolution No. 203-2015 authorizing the Town Council President to sign Florida Department of Environmental Protection (FDEP) agreement 14PB7 Amendment No. 2 for State cost sharing participation for Biological Monitoring.

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 request includes project planning, permitting, construction, and monitoring tasks.

In 2014, FDEP identified State appropriated funds for partial reimbursement of the eligible 2014 marine turtle monitoring effort, as identified in the Town's LGFR. Amendment No.1 to FDEP grant agreement 14PB7 reflected this additional State appropriation and established a cost-sharing amount of $355,749.92.

FDEP has recently identified State funds in the amount of $54,000 to be utilized for partial reimbursement of an eligible 2015 biological monitoring task. Amendment No. 2 reflects this additional appropriation by the State for a new cost-sharing total, increasing the grant agreement 14PB7 amount from $355,749.92 to $409,749.92.

FUNDING/FISCAL IMPACT

These State funds will reimburse the Town and additional $54,000 for costs incurred through the 2015 annual Biological Monitoring effort, as required through the FDEP Beach Management Agreement.

TOWN ATTORNEY REVIEW

This resolution has been reviewed and approved by the Town Attorney for legal form and sufficiency. In addition, the Town Attorney will review the FDEP contract and approve it for legal form and sufficiency prior to execution.

Attachment

cc: Shore Protection Board
Jane Struder, Finance Director
Robert Weber, Coastal Program Manager

RESOLUTION NO. 203-2015

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING STATE GRANT OF FDEP CONTRACT NO. 14PB7, AMENDMENT NO. 2, BETWEEN THE STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION AND THE TOWN OF PALM BEACH UNDER THE BUREAU OF BEACHES AND COASTAL SYSTEMS FLORIDA BEACH MANAGEMENT FUNDING ASSISTANCE PROGRAM FOR THE LAKE WORTH INLET MANAGEMENT PLAN IMPLEMENTATION, SPECIFICALLY BIOLOGICAL MONITORING REIMBURSEMENT, AND AUTHORIZING THE TOWN COUNCIL PRESIDENT 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 partial cost-share on eligible project elements related to Biological Monitoring.

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 State of Florida Department of Environmental Protection (FDEP) Contract No. 14PB7, Amendment No. 2, to partially reimburse the Town for Biological Monitoring costs in the amount of $54,000.

Section 3. The Town Council President is hereby authorized to execute FDEP Contract No. 14PB7, Amendment No. 2, on behalf of the Town.

Section 4. This Resolution shall be provided to the FDEP, at 2600 Blair Stone Road, Mail Station 3601, Tallahassee, Florida, 32399, in accompaniment with an executed original of FDEP Contract No. 14PB7, Amendment No. 2.

PASSED AND ADOPTED in a regular adjourned session of Town Council of the Town of Palm Beach this 8th day of December 2015.

Gail L. Coniglio, Mayor	Michael J. Pucillo, Town Council President
	Richard M. Kleid, Council President Pro Tem
	Danielle H. Moore, Town Council Member
ATTEST:	Penelope D. Townsend, Town Council Member
Susan A. Owens, MMC, Town Clerk	Robert N. Wildrick, Town Council Member

DEP AGREEMENT No: 14PB7, AMENDMENT NO. 2

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
DIVISION OF WATER RESTORATION ASSISTANCE
BEACH MANAGEMENT FUNDING ASSISTANCE PROGRAM

GRANT AGREEMENT FOR LAKE WORTH INLET MANAGEMENT PLAN PROJECT

THIS AGREEMENT was entered into on June 9, 2014, and amended the December 14, 2014, between the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (hereinafter referred to as the "DEPARTMENT"), whose address is 3900 Commonwealth Boulevard, MS 3601, Tallahassee, Florida 32399, and the TOWN OF PLAM BEACH, a local government (hereinafter referred to as the "LOCAL SPONSOR"), whose address is Post Office Box 2029, Palm Beach, Florida 33480-2029, for the project described herein.

WHEREAS, the LOCAL SPONSOR has requested and the DEPARTMENT has agreed to add funds that were appropriated in Fiscal Year 2014-2015 for Biological Monitoring required by permit and those funds are also reflected within this agreement. Accordingly, the Grant Work Plan is revised as set forth in Attachment A; and,

WHEREAS, the LOCAL SPONSOR has requested and the DEPARTMENT has agreed to extend the expiration date of this agreement to allow the additional time required for the successful completion of the scopes of work for permit required monitoring; and,

WHEREAS, other changes to the Agreement are necessary.

Paragraphs 1 through 42 are hereby deleted in their entirety and replaced with the following:

NOW, THEREFORE, in consideration of the mutual benefits to be derived here from, the DEPARTMENT and the LOCAL SPONSOR do hereby agree as follows:

1. The DEPARTMENT does hereby retain the LOCAL SPONSOR to implement the inlet management project known as the **LAKE WORTH INLET MANAGEMENT PLAN PROJECT**, (hereafter referred to as the PROJECT), as defined in **Attachment A (Grant Work Plan)**, attached hereto and made a part hereof. The LOCAL SPONSOR does hereby agree to perform such services as are necessary to implement the PROJECT in accordance with the terms and conditions set forth in this Agreement, and all attachments and exhibits named herein that are attached hereto and incorporated by reference. For purposes of this Agreement, the terms "Grantee", "Recipient" and "Local Sponsor" are used interchangeably.

2. This Agreement shall begin on the last date executed and end on **April 17, 2017**. Pursuant to Section 161.101 (18), Florida Statutes, and 62B-36.009, Florida Administrative Code, work conducted on this PROJECT by the LOCAL SPONSOR or its subcontractor and approved by the DEPARTMENT beginning on or after April 17, 2014, may be eligible for reimbursement by the DEPARTMENT.

3. The LOCAL SPONSOR shall implement the PROJECT and complete said PROJECT upon the terms and conditions set forth in this Agreement and all present and future requisite authorizations and environmental permits. The PROJECT consists of the implementation of the Lake Worth Inlet Management Plan (IMP) which includes strategies to mitigate beach erosion caused by the inlet. The life of the PROJECT is defined as ten (10) years following completion of each construction event. The parties expressly agree that the provisions of this paragraph shall survive and be enforceable beyond the expiration date of this Agreement.

4. For tasks, as specified in Table 1 in Attachment A, the LOCAL SPONSOR shall develop a detailed Scope of Work which shall include a narrative description of each task, a corresponding detailed budget for each deliverable under that task and a schedule for completion of each task and deliverable. Each Scope of Work shall be approved by the DEPARTMENT as to content, deliverables, and schedule prior to incorporating into the approved grant work plan as an amendment or change order to this Agreement pursuant to paragraph 39.

5. The DEPARTMENT has determined that 100 percent of the non-federal PROJECT cost is eligible for state cost sharing. Therefore, the DEPARTMENT's financial obligation shall not exceed the sum of $409,749.92 for this PROJECT or up to 67.5572 percent of the non-federal PROJECT cost for Task 4.1 and up to 75 percent for Task 4.2 and 4.3, 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.

6. The DEPARTMENT and the LOCAL SPONSOR agree that any and all activities associated with the PROJECT that are not shown in the Grant Work Plan are the responsibility of the LOCAL SPONSOR and are not a part of this Agreement. The LOCAL SPONSOR agrees that any costs for the specific eligible PROJECT tasks that exceed the estimated PROJECT costs for that task shall be the responsibility of the LOCAL SPONSOR. Any modifications to the estimated TOTAL PROJECT COSTS shown in Attachment A, Table 1, shall be provided through formal amendment to this Agreement.

7. All notices and written communication between the parties shall be sent 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. Any notices between the parties shall be delivered to the contact person at the addresses below:

LOCAL SPONSOR
Robert Weber, Coastal Coordinator
Town of Palm Beach
Post Office Box 2029
Palm Beach, Florida 33480-2029
(561) 838-5440
rweber@townofpalmbeach.com

DEPARTMENT
Dena VanLandingham, Grant Program Administrator
Department of Environmental Protection
Beach Management Funding Assistance Program
3900 Commonwealth Blvd, MS 3601
Tallahassee, Florida 32399
(850) 245-2970
Dena.Vanlandingham@dep.state.fl.us

Any changes to the contact information shown above or in paragraph 8 must be reduced to writing in the form of an email notification.

8. The LOCAL SPONSOR's Project Manager for all matters is Robert Weber, Phone: (561) 838-5440. The DEPARTMENT's Project Manager for all technical matters is Rob Buda, Phone: (850) 245-2975 and the DEPARTMENT's Grant Administrator for all administrative matters is Dena VanLandingham, Phone: (850) 245-2970.

9. The LOCAL SPONSOR shall perform as an independent contractor and not as an agent, representative, or employee of the DEPARTMENT.

10. The LOCAL SPONSOR shall perform the services in a proper and satisfactory manner as determined by the DEPARTMENT.

11. Any and all equipment, products or materials necessary to perform these services, or requirements as further stated herein, shall be supplied by the LOCAL SPONSOR.

12. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature of the State of Florida and subject to the release of funds appropriated to the DEPARTMENT. The parties hereto understand that this Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and payment associated therewith may be rescinded with proper notice at the discretion of the DEPARTMENT if Legislative appropriations are reduced or eliminated.

13. Paragraph Reserved.

14. Paragraph Reserved.

15. As consideration for the satisfactory completion of the eligible work identified in **Attachment A** and approval of the work by the DEPARTMENT, the DEPARTMENT agrees to compensate the LOCAL SPONSOR on a cost-reimbursement basis. All requests for reimbursement shall be made in accordance with **Attachment B (Contract Payment Requirements)**, attached hereto and made a part hereof, and State guidelines for allowable costs found in the Department of Financial Services' Reference Guide for State Expenditures at http://www.fldfs.com/aadir/reference%5Fguide. The LOCAL SPONSOR shall submit a request for reimbursement of funds on the forms provided as **Attachment C (Request for Payment, PARTS I – IV)**, attached hereto and made a part hereof. These forms are to be submitted upon completion of deliverables identified in the approved Grant Work Plan. These forms shall be certified as accurate by the LOCAL SPONSOR's Project Manager and the LOCAL SPONSOR's Project Financial Officer and submitted to the DEPARTMENT as a payment request. All bills for amounts due under this Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. All requests for the reimbursement of travel expenses shall be based on the travel limits established in Section 112.061, Florida Statutes. A final invoice shall be due no later than thirty (30) calendar days following the completion date of this Agreement. The DEPARTMENT will not release funds for construction activities until such time as all requisite authorizations, environmental permits, and variances, including those required pursuant to Chapters 161, 253, 258 and 373, Florida Statutes, have been obtained. The final payment will not be processed until the match requirement has been met.

16. The DEPARTMENT's Project Manager shall have thirty (30) calendar days after receipt of each request for payment to determine that the work has been accomplished in accordance with the terms and conditions of this Agreement prior to approving the request for payment. It is understood and agreed that any request for payment that requires the DEPARTMENT to request additional information of the LOCAL SPONSOR shall stop time for the DEPARTMENT's review period and

will reset when such information is received as requested by the DEPARTMENT. Upon approval of the request for payment, the DEPARTMENT shall disburse the funds due the LOCAL SPONSOR. Retainage of 10% of the disbursement may be held on account for each deliverable in the disbursement that represents a portion of the complete subtask. The cumulative amount retained for each eligible deliverable item shall be disbursed to the LOCAL SPONSOR after the DEPARTMENT has certified that the LOCAL SPONSOR has complied with all the terms and conditions of the Agreement. The DEPARTMENT will periodically request proof of a transaction (invoice, payroll register, etc.) to evaluate the appropriateness of costs to the Agreement pursuant to State and Federal guidelines (including cost allocation guidelines), as appropriate. When requested, this information must be provided within thirty (30) calendar days of such request. If applicable, the LOCAL SPONSOR may also be required to submit a cost allocation plan to the DEPARTMENT in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits).

17. For the duration of this Agreement, the LOCAL SPONSOR shall submit to the DEPARTMENT's Project Manager on a quarterly basis, **Attachment C (Project Progress Report, Part III),** as updates to the project schedule, no later than thirty (30) calendar days following the completion date of the quarterly reporting period in which the PROJECT is underway. The term "quarterly" shall reflect the calendar quarters ending March 31, June 30, September 30, and December 31. Progress reports are to be submitted electronically in Word .doc or .pdf. Information provided shall be the best available and shall represent the most accurate forecast of future events. Specific information to be included in the quarterly report: tasks to be completed, start and finish dates, task duration, and actual start and finish dates with actual task duration. In cases where no reimbursement is sought for a given quarter, all applicable portions of the progress report must still be completed and submitted. The timely submittal of these quarterly reports will result in points for the ranking of future projects under the Beach Management Funding Assistance Program.

18. Upon completion of a task or the PROJECT, the LOCAL SPONSOR shall submit to the DEPARTMENT a certification of completion, attached hereto as **Attachment D (Project Completion Certification)**. A final PROJECT certification inspection shall be made by the DEPARTMENT within sixty (60) calendar days after the PROJECT is certified complete by the LOCAL SPONSOR.

19. The LOCAL SPONSOR shall, at a minimum, comply with monetary limits for competitive acquisition of both materials and services as required by Chapters 287 and 255, Florida Statutes, as applicable, and Subsection 161.101(17), Florida Statutes, which are expressly made a part of this Agreement and incorporated herein by reference as if fully set forth.

    A. Pursuant to Section 255.0991, F.S., for a competitive solicitation for construction services in which 50 percent or more of the cost will be paid from state-appropriated funds which have been appropriated at the time of the competitive solicitation, a state, college, county, municipality, school district, or other political subdivision of the state may not use a local ordinance or regulation that provides a preference based upon:

        1) The contractor's maintaining an office or place of business within a particular local jurisdiction;
        2) The contractor's hiring employees or subcontractors from within a particular local jurisdiction; or
        3) The contractor's prior payment of local taxes, assessments, or duties within a particular local jurisdiction.

    B. For any competitive solicitation that meets the criteria in Paragraph A., a state college, county, municipality, school district, or other political subdivision of the state *shall disclose*

in the solicitation document that any applicable local ordinance or regulation does not include any preference that is prohibited by Paragraph A.

20. The applicable provisions of Chapter 161, Florida Statutes, entitled "Dennis L. Jones Beach and Shore Preservation Act", and any rules promulgated therefrom, are expressly made a part of this Agreement and are incorporated herein by reference as if fully set forth.

21. 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, Florida Statutes. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract or this Agreement.

22. A. The DEPARTMENT may terminate this Agreement at any time in the event of the failure of the LOCAL SPONSOR to fulfill any of its obligations under this Agreement. Prior to termination, the DEPARTMENT shall provide ten (10) calendar days' written notice of its intent to terminate and shall provide the LOCAL SPONSOR an opportunity to consult with the DEPARTMENT regarding the reason(s) for termination.

B. The DEPARTMENT may terminate this Agreement without cause and for its convenience by giving thirty (30) calendar days' written notice to the LOCAL SPONSOR. Notice shall be sufficient if delivered pursuant to paragraph 7 as set forth in this Agreement.

C. The DEPARTMENT may terminate this Agreement in the event that all tasks identified in **Attachment A, Grant Work Plan** have been certified complete and approved by the DEPARTMENT, and all eligible reimbursements have been provided to the LOCAL SPONSOR. Prior to termination, the DEPARTMENT shall provide ten (10) calendar days' written notice of its intent to terminate and shall provide the LOCAL SPONSOR an opportunity to consult with the DEPARTMENT to verify that all eligible items have been completed and reimbursed.

23. No payment will be made for deliverables deemed unsatisfactory by the DEPARTMENT. In the event that a deliverable is deemed unsatisfactory by the DEPARTMENT, the LOCAL SPONSOR shall perform the services again as needed for submittal of a satisfactory deliverable, at no additional cost to the DEPARTMENT, within ten (10) calendar days of being notified of the unsatisfactory deliverable. If a satisfactory deliverable is not submitted within the specified timeframe, the DEPARTMENT may, in its sole discretion, either: 1) terminate this Agreement for failure to perform, or 2) the DEPARTMENT'S Project Manager may, by letter specifying the failure of performance under this Agreement, request that a proposed Corrective Action Plan (CAP) be submitted by the LOCAL SPONSOR to the DEPARTMENT. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.

A. A CAP shall be submitted within ten (10) calendar days of the date of the letter request from the DEPARTMENT. The CAP shall be sent to the DEPARTMENT's Project Manager for review and approval. Within ten (10) calendar days of receipt of a CAP, the DEPARTMENT shall notify the LOCAL SPONSOR in writing whether the CAP proposed has been accepted. If the CAP is not accepted, the LOCAL SPONSOR shall have ten (10) calendar days from receipt of the DEPARTMENT letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain the DEPARTMENT approval of a CAP as specified above shall result in the DEPARTMENT'S termination of this Agreement for cause as authorized in this Agreement.

B. Upon the DEPARTMENT'S notice of acceptance of a proposed CAP, the LOCAL SPONSOR shall have ten (10) calendar days to commence implementation of the accepted

plan. Acceptance of the proposed CAP by the DEPARTMENT does not relieve the LOCAL SPONSOR of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by LOCAL SPONSOR, the DEPARTMENT shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by the DEPARTMENT or steps taken by the LOCAL SPONSOR shall preclude the DEPARTMENT from subsequently asserting any deficiencies in performance. The LOCAL SPONSOR shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to the DEPARTMENT as requested by the DEPARTMENT's Project Manager.

C. Failure to respond to the DEPARTMENT's request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by the DEPARTMENT may result in termination of this Agreement.

The remedies set forth above are not exclusive and the DEPARTMENT reserves the right to exercise other remedies in addition to or in lieu of those set forth above, as permitted by this Agreement.

24. Records made or received in conjunction with this Agreement are public records. This Agreement may be unilaterally canceled by the DEPARTMENT for unlawful refusal by the LOCAL SPONSOR to allow public access to all documents, papers, letters, or other material made or received by the LOCAL SPONSOR in conjunction with this Agreement and subject to disclosure under Chapter 119, Florida Statutes and Section 24(a) of Article I of the State Constitution.

25. A. The LOCAL SPONSOR shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles 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 of this Agreement. In the event any work is subcontracted, the LOCAL SPONSOR shall similarly require each subcontractor to maintain and allow access to such records for audit purposes.

B. The LOCAL SPONSOR understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the DEPARTMENT's Inspector General in any investigation, audit, inspection, review, or hearing. The LOCAL SPONSOR will comply with this duty and ensure that its subcontracts issued under this Grant, if any, impose this requirement, in writing, on its subcontractors.

26. A. In addition to the requirements of the preceding paragraph, the LOCAL SPONSOR shall comply with the applicable provisions contained in **Attachment E (Special Audit Requirements)**, attached hereto and made a part hereof. **Exhibit 1 to Attachment E** summarizes the funding sources supporting the Agreement for purposes of assisting the LOCAL SPONSOR in complying with the requirements of **Attachment E**. A revised copy of **Exhibit 1** must be provided to the LOCAL SPONSOR for each amendment that authorizes a funding increase or decrease. If the LOCAL SPONSOR fails to receive a revised copy of Exhibit 1, the LOCAL SPONSOR shall notify the DEPARTMENT's Grant Administrator at 850/245-2970, to request a copy of the updated information.

B. The LOCAL SPONSOR is hereby advised that the Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. The LOCAL SPONSOR shall consider the type of financial assistance (federal and/or state) identified in **Attachment E, Exhibit 1** when making its determination. For federal financial assistance, the LOCAL SPONSOR shall utilize the guidance provided under OMB Circular A-133, Subpart B, Section ___.210 for determining whether the relationship represents that of a sub recipient or vendor. For state financial assistance, the LOCAL SPONSOR 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

The LOCAL SPONSOR should confer with its chief financial officer, or audit director or contact the DEPARTMENT for assistance with questions pertaining to the applicability of these requirements.

27. In accordance with Section 216.347, Florida Statutes, the LOCAL SPONSOR is hereby prohibited from using funds provided by this Agreement for the purposes of lobbying the Legislature, the judicial branch or a state agency. Further, in accordance with Section 11.062, Florida Statutes, no state funds, exclusive of salaries, travel expenses, and per diem, appropriated to, or otherwise available for use by, any executive, judicial, or quasi-judicial department shall be used by any state employee or other person for lobbying purposes.

28. The LOCAL SPONSOR covenants that it presently has no interest and shall not acquire any interest that would conflict in any manner or degree with the performance of services required.

29. This Agreement has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law. If any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. Any action hereon or in connection herewith shall be brought in Leon County, Florida.

30. No delay or failure to exercise any right, power or remedy accruing to either party upon breach or default by either party under this Agreement, shall impair any such right, power or remedy of either party. Nor shall such delay or failure be construed as a waiver of any such breach or default, or any similar breach or default thereafter.

31. To the extent required by law, the LOCAL SPONSOR will be self-insured against, or will secure and maintain during the life of this Agreement, Workers' Compensation Insurance for all of its employees connected with the work of this PROJECT. In the case any work is subcontracted, the LOCAL SPONSOR shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of the subcontractor's employees unless such employees are covered by the protection afforded by the LOCAL SPONSOR. Such self-insurance program or insurance coverage shall comply fully with the Florida Workers' Compensation Law, Chapter 440, Florida Statutes. In case any class of employees engaged in hazardous work under this Agreement is not protected under Workers' Compensation statutes, the LOCAL SPONSOR shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the DEPARTMENT, for the protection of its employees not otherwise protected.

32. The LOCAL SPONSOR warrants and represents that it is self-funded for liability insurance, appropriate and allowable under Florida law, and that such self-insurance offers protection applicable to the LOCAL SPONSOR's officers, employees, servants and agents while acting within the scope of their employment with the LOCAL SPONSOR.

33. This Agreement is neither intended nor shall it be construed to grant any rights, privileges or interest in any third party without the mutual written agreement of the parties hereto.

34. A. 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.

B. An entity or affiliate who has been placed on the discriminatory vendor list pursuant to section 287.134, Florida Statutes, may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity. 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.

35. A. The accounting systems for all LOCAL SPONSORS must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. LOCAL SPONSORS 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 LOCAL SPONSOR's, or subrecipient's, accounting system cannot comply with this requirement, the LOCAL SPONSOR, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.

B. If the DEPARTMENT finds that these funds have been commingled, the DEPARTMENT shall have the right to demand a refund, either in whole or in part, of the funds provided to the LOCAL SPONSOR under this Agreement for non-compliance with the material terms of this Agreement. The LOCAL SPONSOR, upon such written notification from the DEPARTMENT shall refund, and shall forthwith pay to the DEPARTMENT, the amount of money demanded by the DEPARTMENT. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from the DEPARTMENT by the LOCAL SPONSOR to the date repayment is made by the LOCAL SPONSOR to the DEPARTMENT.

C. In the event that the LOCAL SPONSOR recovers costs, incurred under this Agreement and reimbursed by the DEPARTMENT, from another source(s), the LOCAL SPONSOR shall reimburse the DEPARTMENT for all recovered funds originally provided under this Agreement. 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 payment(s) are recovered by the LOCAL SPONSOR to the date repayment is made to the DEPARTMENT by the LOCAL SPONSOR.

36. A. The LOCAL SPONSOR shall not subcontract, assign, or transfer any work under this Agreement without the prior written consent of the DEPARTMENT's Project Manager. Regardless of any subcontract, the LOCAL SPONSOR is ultimately responsible for all work

to be performed under this Agreement. The LOCAL SPONSOR shall submit a copy of the executed subcontract to the DEPARTMENT within ten (10) calendar days after execution. The LOCAL SPONSOR agrees to be responsible for the fulfillment of all work elements included in any subcontract consented to by the DEPARTMENT and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the LOCAL SPONSOR that the DEPARTMENT shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the LOCAL SPONSOR shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract. The LOCAL SPONSOR will be responsible for auditing all travel reimbursement expenses based on the travel limits established in Section 112.061, Florida Statutes.

1. The LOCAL SPONSOR may award, on a competitive basis, fixed price subcontracts to consultants/contractors in performing the work described in **Attachment A**. Invoices submitted to the DEPARTMENT for fixed price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (Invitation to Bid or Request for Proposals) resulting in the fixed price subcontract.

2. The LOCAL SPONSOR may request approval from the DEPARTMENT to award a fixed price subcontract resulting from procurement methods other than those identified in the paragraph above. In this instance, the LOCAL SPONSOR shall request the advance written approval from the DEPARTMENT's Project Manager of the fixed price negotiated by the LOCAL SPONSOR. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of the DEPARTMENT Project Manager's approval of the fixed price amount, the LOCAL SPONSOR may proceed in finalizing the fixed price subcontract.

3. All subcontracts are subject to the provisions of this Agreement which affect subcontracting activities.

B. The DEPARTMENT supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State of Florida. A list of Minority Owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.

37. When applicable, the LOCAL SPONSOR shall also notify the DEPARTMENT's Project Manager of the selection of an intended subcontractor for a construction task and provide a tabulation list from which the intended subcontractor was selected. The LOCAL SPONSOR shall also provide the bid form for the successful bidder. The LOCAL SPONSOR shall select eligible consultants licensed to offer services in the State of Florida for studies, design and permitting and monitoring tasks in accordance with Chapter 287, F. S. Upon the DEPARTMENT's request, the LOCAL SPONSOR shall furnish copies of the respective solicitation documents. Solicitation documents include, but are not limited to, the solicitation and responses thereto, the bid tabulations, and the resulting contract(s), including a detailed Scope of Work.

38. The purchase of non-expendable equipment costing $1,000 or more is not authorized under the terms and conditions of this Agreement.

39. The DEPARTMENT may at any time, by written order designated to be a change order, make any minor modifications, as described below. All change orders are subject to the mutual agreement of both parties as evidenced in writing. Any change, which causes an increase or decrease in the LOCAL SPONSOR's cost or time, shall require formal amendment to this Agreement. Minor modifications which will be handled with a change order include notification of a modification of deliverable due dates when such change does not involve an extension of contract, and modifying the Grant Work Plan when such modifications would not involve a decrease/increase in total cost of the Agreement or an extension of the performance period of this Agreement.

40. The LOCAL SPONSOR shall comply with all applicable federal, state and local rules and regulations in providing services to the DEPARTMENT under this Agreement. The LOCAL SPONSOR acknowledges that this requirement includes, but is not limited to, compliance with all applicable federal, state and local health and safety rules and regulations. The LOCAL SPONSOR further agrees to include this provision in all subcontracts issued as a result of this Agreement.

41. The LOCAL SPONSOR shall obtain from each owner of upland property, which is adjacent to the erosion control PROJECT, a sufficient property interest in order to construct, maintain, monitor, and repair the erosion control PROJECT prior to entering each individual property to conduct such activities.

42. If a force majeure occurs that causes delays or the reasonable likelihood of delay in the fulfillment of the requirements of this Agreement, the LOCAL SPONSOR shall promptly notify the DEPARTMENT orally. Within seven (7) calendar days, the LOCAL SPONSOR shall notify the DEPARTMENT in writing of the anticipated length and cause of the delay, the measures taken or to be taken to minimize the delay and the LOCAL SPONSOR's intended timetable for implementation of such measures. If the parties agree that the delay or anticipated delay was caused, or will be caused by a force majeure, the DEPARTMENT may, at its discretion, extend the time for performance under this Agreement for a period of time equal to the delay resulting from the force majeure upon execution of an amendment to this Agreement. Such agreement shall be confirmed by letter from the DEPARTMENT accepting, or if necessary, modifying the extension. A force majeure shall be an act of God, strike, lockout, or other industrial disturbance, act of the public enemy, war, blockade, public riot, lightning, fire, flood, explosion, failure to receive timely necessary third party approvals through no fault of the LOCAL SPONSOR, and any other cause, whether of the kind specifically enumerated herein or otherwise, that is not reasonably within the control of the LOCAL SPONSOR and/or the DEPARTMENT. The LOCAL SPONSOR is responsible for the performance of all services issued under this Agreement. Failure to perform by the LOCAL SPONSOR's consultant(s) or subcontractor(s) shall not constitute a force majeure event.

43. This Agreement may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

44. State and federal monitoring required by permit is eligible for reimbursement pursuant to program statute and rule. In order to comply with Florida Auditor General report 2014-064 regarding conflicts of interest and to be consistent with s. 287.057(17)(a)(1), Florida Statutes, all monitoring data and statistical analysis must be provided directly and concurrently from the monitor to the DEPARTMENT/LOCAL SPONSOR/permittee/consultant. The LOCAL SPONSOR must provide an adequate mitigation plan, consistent with s. 287.057(17)(a)(1), Florida Statutes, including a description of organizational, physical, and electronic barriers to be used by the LOCAL SPONSOR, that addresses conflicts of interest when contracting multi-disciplinary firms for PROJECT

engineering and post-construction environmental monitoring services, or when the PROJECT engineering firm subcontracts for post-construction environmental monitoring. Environmental monitoring includes hardbottom, seagrass, and mangrove resources. DEPARTMENT approval of the mitigation plan will be required prior to execution of this Agreement.

45. This Agreement represents the entire agreement of the parties. Any alterations, variations, changes, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, duly signed by each of the parties hereto, and attached to the original of this Agreement, unless otherwise provided herein.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the undersigned have signed and executed this Agreement on the respective dates under their signatures:

TOWN OF PALM BEACH

By:_____
Title: Town Council President

Date:_____

FEID No. 59-6000402

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By:_____
Department of Environmental Protection
Secretary or designee

Date: _____

_____
Department of Environmental Protection
Grant Administrator

_____
Department of Environmental Protection
Project Manager

APPROVED as to form and legality:

_____
Local Sponsor's Attorney
(if necessary)

_____
Department of Environmental Protection
Attorney

*If someone other than the Town Council President signs this Agreement, a resolution, statement or other documentation authorizing that person to sign the Agreement on behalf of the County/City must accompany the Agreement.

List of Attachments/Exhibits included as part of this Agreement:

Specify Type	Letter/ Number	Description (include number of pages)
Attachment	A	Grant Work Plan (4 pages)
Attachment	B	Contract Payment Requirements (1 page)
Attachment	C	Request for Payment, Parts I - IV (4 pages)
Attachment	D	Project Completion Certification (1 page)
Attachment	E	Special Audit Requirements (5 pages)

ATTACHMENT A
GRANT WORK PLAN

Project Title: Lake Worth Inlet Management Plan

Project Location: The PROJECT is in the Town of Palm Beach between survey monuments R76 and R78 with effects extending to R151 in Palm Beach County, Florida.

Project Background: The PROJECT consists of the implementation of the Lake Worth Inlet Management Plan (IMP) which includes strategies to mitigate beach erosion caused by the inlet. The strategies include sand bypassing through the operation of a fixed sand transfer plant and annual inlet maintenance dredging with beach placement.

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 technical specifications contained in the DEPARTMENT'S Monitoring Standards for Beach Erosion Control Projects (2014) and Processing Plan and Geographic Information System Guidelines, unless otherwise specified in the approved Scope of Work (herein after referred to as SOW) for an eligible PROJECT item. This plan may be found at http://www.dep.state.fl.us/beaches/publications/pdf/PhysicalMonitoringStandards.pdf. One (1) electronic copy of all written reports developed under this Agreement shall be forwarded to the DEPARTMENT, unless otherwise specified.

The DEPARTMENT and the LOCAL SPONSOR agree that the estimated costs of the PROJECT are identified in Table 1 below:

TABLE 1
Estimated Eligible Project Cost

Task #	Eligible Project Tasks	State Cost Share (%)	Federal Estimated Project Costs	DEP	Local	Total
4.0	**Monitoring**					
4.1	Biological Monitoring 2014	67.5572%		$333,177.92	$160,001.08	**$493,179.00**
4.2	Marine Turtle Monitoring 2014	75.00%		$22,572.00	$7,524.00	**$30,096.00**
4.3	Biological Monitoring 2015	75.00%		$54,000.00	$18,000.00	**$72,000.00**
	TOTAL PROJECT COSTS			**$409,749.92**	**$185,525.08**	**$595,275.00**

Changes in PROJECT costs that increase or decrease the total funding amount shall require a formal amendment to the Agreement.

Project Description:

The deliverables listed below are to be completed by the LOCAL SPONSOR and approved by the DEPARTMENT by the due date listed.

TASK 4.0 Monitoring

Task Description: This task includes a monitoring program conducted in accordance with the requirements specified in any and all permits issued by the DEPARTMENT and the US Army Corps of Engineers (USACE). A monitoring plan must be submitted and approved in writing by the DEPARTMENT prior to the initiation of monitoring activities. The plan shall be developed in a manner which will coordinate the monitoring activities associated with current shoreline stabilization projects located within or adjacent to the PROJECT area and with the DEPARTMENT's Regional Coastal Monitoring Program.

Performance Standard: All deliverables, reports, and monitoring results will be circulated to the DEPARTMENT for review and comment. When the LOCAL SPONSOR receives comments from the DEPARTMENT Project Manager verifying that each deliverable meets the specifications in the Grant Work Plan and this task description and affirming that the deliverable is acceptable, payment will be authorized for that deliverable.

4.1 Biological Monitoring 2014

The 2014 biological monitoring program as required in the DEPARTMENT Beach Management Agreement (BMA) includes hardbottom monitoring, benthic habitat mapping, and PROJECT-specific regulatory monitoring.

A benthic habitat map which includes a hardbottom habitat classification tracking table and monitoring network will be produced in 2014. Transect monitoring, sediment intercept/depth analysis, underwater video, and benthic quadrat monitoring will be conducted on newly established transects upon completion of the benthic habitat map.

Deliverable A: Benthic Habitat Map (2014) with hardbottom habitat classification tracking table and monitoring network structure, as required in the BMA.
Total Cost: $181,131.00 (DEPARTMENT Cost $122,367.03).
Due Date: April 17, 2017.

The 2014 Biological Monitoring Reports (Final) task for Mid-Town Beach as required for Joint Coastal Permit compliance and for Phipps Ocean Park and South End Palm Beach projects as required for USACE permit compliance will be provided. Work products include installation of permanent sediment monitoring transects (8 transects), quadrat pin installation (9 transects), sediment transect monitoring (8 transects), and preparation of Biological Monitoring Reports (Final).

Deliverable B: Biological Monitoring Reports (2014) for Mid-Town Beach, Phipps Ocean Park and South End Palm Beach, as required in the BMA.
Total Cost: $167,499.00 (DEPARTMENT Cost: $113,157.63).
Due Date: April 17, 2017.

The work products for the 2014 BMA Statistical Data Analysis and Annual Report (Final) include installation of new, permanent benthic monitoring transects/stations, sediment intercept/depth analysis, underwater video, benthic quadrat monitoring, and preparation of BMA Statistical Data Analysis and Annual Report (Final).

Deliverable C: BMA Statistical Data Analysis and Annual Report 2014, as required in the BMA.
Total Cost: $144,549.00 (DEPARTMENT Cost: $97,653.26).
Due Date: April 17, 2017.

4.2 Marine Turtle Monitoring 2014

The 2014 marine turtle survey task as required by the DEPARTMENT Beach Management Agreement (BMA) permit will be conducted. All monitoring will be conducted per Florida Fish and Wildlife Conservation Commission (FFWCC) requirements including daily nesting surveys from the period of March 1 to October 15. Daily surveys will be completed by 9:00 a.m. All data is submitted to FFWCC in an annual spreadsheet report on nesting activity. Lighting surveys are conducted nightly and reports of noncompliant lighting are provided by the marine turtle contractor to the LOCAL SPONSOR during the turtle nesting season. Compliance enforcement is the responsibility of the LOCAL SPONSOR. Escarpment monitoring is conducted within the PROJECT area. The monitoring contractor will notify the LOCAL SPONSOR when escarpment formations exceed the overall height and length dimensions as defined in the permit. The LOCAL SPONSOR is responsible for escarpment removal upon notification by the monitoring contractor.

Upon completion of the turtle nesting surveys, the FFWCC-required data spreadsheets will be submitted by the licensed turtle permit holder to FFWCC per the conditions of the permit. The LOCAL SPONSOR is responsible for providing documentation that the data is submitted to FFWCC within the required timeframe of the permit. The LOCAL SPONSOR will provide this notice to the Beach Management Funding Assistance Program as the deliverable. The notice will be a copy of the letter or email sent to FFWCC with the name of the sender, the name of the recipient, the date of transmission, and the correspondence documenting submittal of the data.

Beach tilling services are conducted in support of permit-required marine turtle monitoring activities for the 2014 marine turtle nesting season. Beach tilling services which may be performed for reasons other than those required by permit are not eligible for reimbursement under this subtask. A certification of completion provided by the LOCAL SPONSOR from a duly appointed engineer, construction manager, or project manager certifying that the work was completed per the terms of the contract will be provided as the deliverable for this work. The certification of completion must state the dates tilling was conducted and the locations as referenced by beach survey monuments. The total cost of this task as requested by the LOCAL SPONSOR is $5,300. The funds available for reimbursement are insufficient to cover the State's share. The balance of funds not paid under this subtask may be submitted under a future funding request.

Deliverable A: Documentation of transmittal to FFWCC of the 2014 year one post-construction marine turtle surveys, as required in the BMA.
Total Cost: $25,912 (DEPARTMENT Cost: $19,434).
Due Date: April 17, 2017.

Deliverable B: Certification of completion for 2014 tilling services, as required in the BMA.
Total Cost: $4,184 (DEPARTMENT Cost: $3,138).
Due Date: April 17, 2017.

4.3 Biological Monitoring 2015

The permit-required biological monitoring program as specified in the DEPARTMENT Beach Management Agreement (BMA) includes, in part, cell-wide hardbottom delineation and baseline map development. The Proposal for the 2015 Beach Management Agreement Cell-Wide Hardbottom Monitoring and 2015 Aerial Delineation (Task 1) scope of work includes tasks for acquiring aerial photography of the nearshore hardbottom, determination of hardbottom edge by divers (in situ), and development of a final baseline map. The progress of the work will be managed during BMA coordination meetings with the LOCAL SPONSOR, consultants, and the DEPARTMENT. The state appropriation is not sufficient to cover the total eligible cost. The total eligible cost for this work is $80,195 and is partially provided in the subtask below. The remaining state cost share may be included upon approval of a future funding request.

Deliverable A: Submittal of the 2015 BMA final baseline map delineating the cell-wide hardbottom edge, as required in the BMA.
Total Cost: $72,000 (DEPARTMENT Cost $54,000).
Due Date: April 17, 2017.

NOTE: The deliverable due dates established in this Grant Work Plan indicate the time by which a deliverable is received and approved for cost sharing. The dates do not necessarily correspond with permit required due dates. The Local Sponsor must meet the terms of the permit for compliance. All Tasks are Contractual Services.

ATTACHMENT B

Florida Department of Environmental Protection
DEP 55-219 Contract Payment Requirements

Required Signatures: No Signature

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.) Supporting documentation must be provided for each amount for which reimbursement is being claimed indicating that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved contract budget should be reimbursed.

Listed below are examples of the types of documentation representing the minimum requirements:

(1) Salaries	A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.
(2) Fringe Benefits	Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown. Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.
(3) Travel	Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher.
(4) Other direct costs	Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.
(5) In-house charges	Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.
(6) Indirect costs	If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address: http://www.fldfs.com/aadir/reference_guide.htm .

ATTACHMENT C

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
BEACH MANAGEMENT FUNDING ASSISTANCE PROGRAM
REQUEST FOR PAYMENT – PART I

PAYMENT SUMMARY

NAME OF PROJECT: Lake Worth Inlet Management Plan

LOCAL SPONSOR: Town of Palm Beach

REMITTANCE ADDRESS: _____

_____

DEPARTMENT Agreement Number: 14PB7

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 $_____

Less Advance Pay $_____

Less Previous Payment $_____

Less Previous Retained $_____

Less This Payment $_____

Less This Retainage (10%) $_____

State Funds Remaining $_____

Local Funds Obligated $_____

Less Advance Pay $_____

Less Previous Credits $_____

Less This Credit $_____

Local Funds Remaining $_____

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

BEACH MANAGEMENT FUNDING ASSISTANCE PROGRAM

REVISED REQUEST FOR PAYMENT – PART II

Name of Project: _____ Billing Period (1): _____

Billing Number: _____ Person Completing Form & Telephone Number (2): _____

DEP Agreement Number: _____

REIMBURSEMENT DETAIL

Item #	Vendor Name	Invoice Number	Invoice Date	Check Number	Deliverable Number (3)	Invoice Amount(4)	Eligible Cost (5)	% Fed Share (6)	Federal Share of Invoice Amount (7)**	Non-Federal Share (8)	% State Share (9)	State Share (10)	Local Share (11)	Retainage Payment (12)	Withheld Retainage (13)	State Payment (14)
									-	-		**$0.00**	0.00		0.00	0.00
							-		**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. Deliverable #: Must identify completed deliverable(s) for each invoice. If invoice covers multiple deliverables, that invoice would be listed multiple times, a line item for each deliverable.
4. Invoice Amount
5. Eligible Cost: Invoice amount paid by Local Sponsor less ineligible cost for Line Item Deliverable only.
6. % Federal Share: If applicable this should be the percentage listed in Agreement. Federal Share will be listed on Table 1 if applicable.
7. Federal Share: If applicable, Local Sponsor will multiply Eligible Cost by Federal Share Percentage.
8. Non-Federal Share: Eligible Cost (5) minus Federal Share of Invoiced Amount (7).
9. Percentage of State Share: This should be the State Share Percentage listed in Agreement.
10. State Share: Multiply Non-Federal Share by State Share Percentage.
11. Local Share: Subtract State Share from Non-Federal Share.
12. Retainage Payment: Requires separate line for each completed **Task, Sub-Task and or Deliverable** that retainage is being requested.
13. Withheld Retainage: Multiply State Share by 10%.
14. State Payment: Subtract Retainage from State Share.
15. Total Due to Local Sponsor: Add Retainage Payment Total (12) to State Payment Total (14).

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

327

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
BEACH MANAGEMENT FUNDING ASSISTANCE PROGRAM
REQUEST FOR PAYMENT – PART III
PROJECT PROGRESS REPORT

NAME OF PROJECT: Lake Worth Inlet Management Plan

LOCAL SPONSOR: Town of Palm Beach

DEPARTMENT Agreement Number: 14PB7

Billing Number: _____

Report Period: _____

Status of Eligible Project Items: (Describe progress accomplished during report period, including statement(s) regarding percent of task completed to date. Describe any implementation problems encountered, if applicable.)

Task No:	Eligible Project Item:
4.0	**MONITORING**

4.1 Biological Monitoring 2014

_____

_____

_____

4.2 Marine Turtle Monitoring 2014

_____

_____

_____

4.3 Biological Monitoring 2015

_____

_____

_____

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
BEACH MANAGEMENT FUNDING ASSISTANCE PROGRAM
CERTIFICATION OF DISBURSEMENT REQUEST
REQUEST FOR PAYMENT – PART IV

NAME OF PROJECT: Lake Worth Inlet Management Plan

LOCAL SPONSOR: Town of Palm Beach

DEPARTMENT Agreement Number: 14PB7

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

ATTACHMENT D

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
FLORIDA BEACH MANAGEMENT FUNDING ASSISTANCE PROGRAM
PROJECT COMPLETION CERTIFICATION

NAME OF PROJECT: Lake Worth Inlet Management Plan

LOCAL SPONSOR: Town of Palm Beach

DEPARTMENT Agreement Number: 14PB7

Task Completion ☐(List Task)

Project Completion ☐

*I hereby certify that the above mentioned PROJECT task has been completed in accordance with the PROJECT Agreement, including any amendments thereto, between the DEPARTMENT and LOCAL SPONSOR, and all funds expended for the project were expended pursuant to this Agreement. All unused funds and interest accrued on any unused portion of advanced funds which have not been remitted to the DEPARTMENT, have been returned to the DEPARTMENT, or will be returned to the DEPARTMENT within sixty (60) days of the completion of construction portion of this PROJECT. Unused funds advanced to the United States Army Corps of Engineers through LOCAL SPONSORS will be due sixty (60) days after the Federal final accounting has been completed.

Name of Project Manager	Signature of Project Manager	Date

ATTACHMENT E

Florida Department of Environmental Protection (SPECIAL AUDIT REQUIREMENT)

Required Signatures: No Signature

The administration of resources awarded by the Department of Environmental Protection *(which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the contract/agreement)* to the recipient *(which may be referred to as the "Contractor", Grantee" or other name in the contract/agreement)* may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

1. In the event that the recipient expends $500,000 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department of Environmental Protection. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part.

2. In connection with the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

3. If the recipient expends less than $500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the recipient expends less than $500,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A- 133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).

4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at http://12.46.245.173/cfda/cfda.html.

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2)(m), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $500,000 in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Attachment indicates state financial assistance awarded through the Department of Environmental Protection by this Agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than $500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than
$500,000 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.state.fl.us/audgen.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this Attachment shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at the following address:

Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at http://harvester.census.gov/fac/

C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

2. Pursuant to Section .320(f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and any management letters issued by the auditor, to the Department of Environmental Protection at the following address:

Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

3. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at the following address:

Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

B. The Auditor General's Office at the following

address: State of Florida Auditor General
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32990-1450

4. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at the following address:

Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.fl.us

5. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

6. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with OMB Circular A-133, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of 5 years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of 3 years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

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ATTACHMENT E

Florida Department of Environmental Protection
(SPECIAL AUDIT REQUIREMENTS)

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:

Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:

Federal Program Number	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:

State Program Number	Funding Source	State Fiscal Year	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	Ecosystem Management and Restoration Trust Fund, GAA Line Item # 1695	2009-2010	37.003	Beach Management Funding Assistance Program	$333,177.92	140126
Amendment #1	General Revenue, Chapter 2013-40, L.O.F.; GAA Line Item # 1626	2013-2014	37.003	Beach Management Funding Assistance Program	$22,572.00	140126
Amendment #2	General Revenue Chapter 2014-51, L.O.F.; GAA Line Item # 1653	2014-2015	37.003	Beach Management Funding Assistance Program	$54,000.00	140126

Total Award	$409,749.92	

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [http://12.46.245.173/cfda/cfda.html] and/or the Florida Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/searchCatalog.aspx]. The services/purposes for which the funds are to be used are included in the Contract scope of services/work. Any match required by the recipient is clearly indicated in the Contract.

335

TOWN OF PALM BEACH
Information for Town Council Meeting on: December 8, 2015

To: Mayor and Town Council

Via: Thomas G. Bradford, Town Manager

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

Re: Waivers to Town Code for Construction Dates, Hours, and Noise for Staging in Lake Worth Lagoon for City of Boca Raton

Date: November 19, 2015

STAFF RECOMMENDATION

Staff recommends that the Town Council approve waivers for the City of Boca Raton for their contractor Weeks Marine, Inc. (Weeks), and any subcontractor, to perform construction related services outside of the Town Code of Ordinances restrictions for construction dates, hours, and noise levels if staging is confined to the area shown in the request from the City of Boca Raton.

GENERAL INFORMATION

The City of Boca Raton has awarded a contract to Weeks to perform the Central Boca Raton Beach Renourishment Project. The City has requested use of a specific section of the Town of Palm Beach submerged lands for staging of offshore equipment within the Lake Worth Lagoon. Work is currently scheduled to commence in January or February 2016 and continue through April 30, 2016.

Because the Lake Worth Lagoon east of the intracoastal waterway's centerline is within the jurisdictional limits of the Town of Palm Beach, work performed in this area must either conform to the Town Code of Ordinances or be permitted by Town Council.

This City of Boca Raton request includes waivers of the following sections of the Town Code of Ordinances:

> Section 42-198 – prohibits operation of equipment or machinery during winter, Sundays, and legal holidays (commencing on December 1, 2015 and ending May 1, 2016).
>
> Section 42-199 – prohibits work between 5:00 p.m. and 8:00 a.m.
>
> Sections 42-226 through 229 – regulates noise, equipment operation, work hours, and the standard Town requirement to "stand down for the season".

On October 13, 2015, Town Council approved the U.S. Army Corps of Engineers (USACE) request to utilize this same staging area in the Lake Worth Lagoon near the Port of Palm Beach for the upcoming Palm Beach Harbor Lake Worth Inlet Maintenance Dredging Project.

Great Lakes Dredge & Dock Company (GLDD), the Town's contractor for the Phipps Ocean Park/Reach 7 Beach Nourishment Project, per Town Council approval in October 2015, will be staging the Lake Worth Lagoon at a site immediately south of the Palm Beach Harbor Channel and west of the eastern local channel (see attached drawing). This site was successfully utilized by Weeks during the Mid-Town Beach Renourishment Project earlier this year. This area is much closer to shore (within 1/10 mile) than the area near the Port and may disturb lagoon front residents. However, no disturbances were reported during construction of the recently completed Mid-Town Project.

The USACE inlet maintenance dredging project may require a third contractor to be needed to stage in the Lake Worth Lagoon. Additional coordination between the contractors will need to take place and possibly a third staging area will need to be identified that is free of seagrasses and other protected natural resources. Any new staging area would be provided to Town Council for approval before use.

When possible, the active work in the staging areas for all projects will be between 9:00 a.m. and 5:00 p.m. Noise is to be minimized, and work lights are not to be aimed east toward the lagoon front residents.

FUNDING/FISCAL IMPACT

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

Attachments

cc. Kirk Blouin, Director of Public Safety
Robert Weber, Coastal Program Manager
Jennifer Bistyga, City of Boca Raton

City of Boca Raton

MUNICIPAL SERVICES DEPARTMENT• 2500 NW 1 AVE., BOCA RATON, FLORIDA 33431 • PHONE: (561) 416-3385
(FOR HEARING IMPAIRED) TDD: (561) 367-7046
INTERNET: www.myboca.us

November 3, 2015

Mr. Robert Weber
Coastal Coordinator
Town of Palm Beach
P.O. Box 2029
Palm Beach, FL 33480

Dear Mr. Weber:

This letter is in regards to the City of Boca Raton's upcoming Central Boca Raton Beach Renourishment Project. The City's contractor plans to start construction in January or February 2016 with completion on or before April 30, 2016. The selected contractor will be allowed to work on a 24 hours a day 7 days a week basis to provide adequate time to complete the project prior to the start of sea turtle nesting season.

The City of Boca Raton is requesting the approval from the Town Council for the contractor to have the ability to stage within the jurisdictional limits of the Town of Palm Beach within the Lake Worth Lagoon. Additionally, the City is requesting variance on the below Town Code of Ordinances for the upcoming Central Boca Raton Beach Renourishment Project:

- Section 42-198 – prohibits operation of equipment or machinery during winter, Sundays, and legal holidays
- Section 42-199 – prohibits work between 5:00pm and 8:00am
- Sections 42-226 through 229 – regulates noise, equipment operations, and work hours and the standard Town requirement to "stand down for the season".

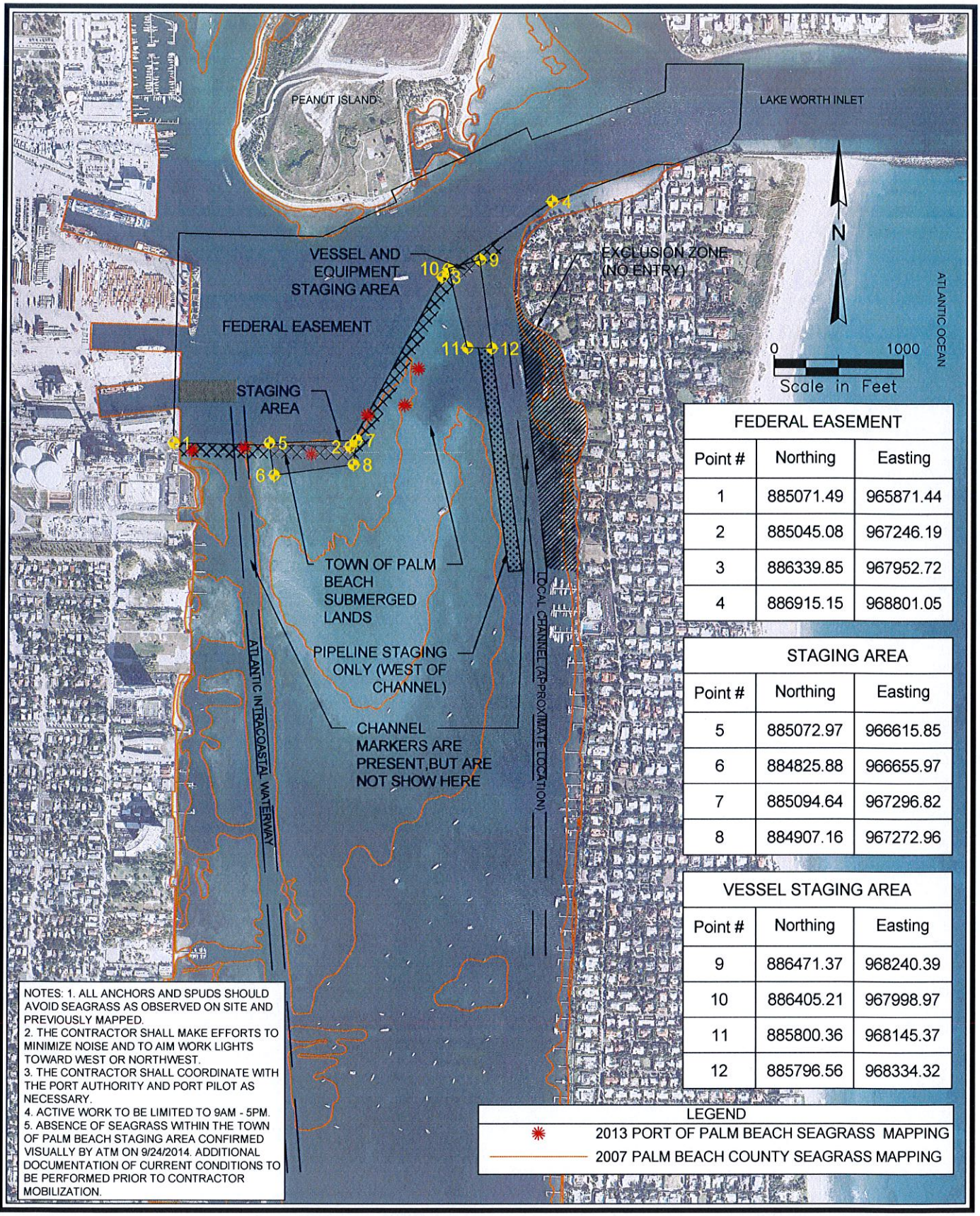
The City of Boca Raton appreciates the Town's past approval to utilize the staging area within the Lagoon during the City's recent (2013 and 2014) beach renourishment projects and we appreciate your consideration for this upcoming Central Beach Renourishment Project.

Please do not hesitate to call or email me with any questions or concerns you may have regarding this request.

Sincerely,

Jennifer Bistyga

Jennifer Bistyga, E.I.
Coastal Program Manager
City of Boca Raton



FEDERAL EASEMENT		
Point #	Northing	Easting
1	885071.49	965871.44
2	885045.08	967246.19
3	886339.85	967952.72
4	886915.15	968801.05

STAGING AREA		
Point #	Northing	Easting
5	885072.97	966615.85
6	884825.88	966655.97
7	885094.64	967296.82
8	884907.16	967272.96

VESSEL STAGING AREA		
Point #	Northing	Easting
9	886471.37	968240.39
10	886405.21	967998.97
11	885800.36	968145.37
12	885796.56	968334.32

LEGEND

- 2013 PORT OF PALM BEACH SEAGRASS MAPPING
- 2007 PALM BEACH COUNTY SEAGRASS MAPPING

NOTES: 1. ALL ANCHORS AND SPUDS SHOULD AVOID SEAGRASS AS OBSERVED ON SITE AND PREVIOUSLY MAPPED.
2. THE CONTRACTOR SHALL MAKE EFFORTS TO MINIMIZE NOISE AND TO AIM WORK LIGHTS TOWARD WEST OR NORTHWEST.
3. THE CONTRACTOR SHALL COORDINATE WITH THE PORT AUTHORITY AND PORT PILOT AS NECESSARY.
4. ACTIVE WORK TO BE LIMITED TO 9AM - 5PM.
5. ABSENCE OF SEAGRASS WITHIN THE TOWN OF PALM BEACH STAGING AREA CONFIRMED VISUALLY BY ATM ON 9/24/2014. ADDITIONAL DOCUMENTATION OF CURRENT CONDITIONS TO BE PERFORMED PRIOR TO CONTRACTOR MOBILIZATION.

Lake Worth Lagoon Staging Areas

APPLIED TECHNOLOGY & MANAGEMENT

JEAKIN LOCATION: \\PBRGFP\J001 - GROUP\5 WEST PALM BEACH SHARE\5 DRAWINGS\PROJECTS\13-253 TPB FY 2014 NOURISHMENT PROJECT\4 FIGURES\LAKE WORTH LAGOON STAGING AREAS.DWG

TOWN OF PALM BEACH

Town Council Meeting on: December 8, 2015

Section of Agenda

Regular Agenda - New Business

Agenda Title

Proposed Compressed Natural Gas Facility at the Port of Palm Beach

Presenter

Jay Boodheshwar, Deputy Town Manager

Supporting Documents

- **Memorandum Dated November 29, 2015, from Jay Boodheshwar, Deputy Town Manager**
- **Letter Dated November 17, 2015, from Mayor Gail L. Coniglio to the Port of Palm Beach**

TOWN OF PALM BEACH

Information for Town Council Meeting on: December 8, 2015

To: Mayor and Town Council

Via: Thomas G. Bradford, Town Manager

From: Jay Boodheshwar, Deputy Town Manager

Re: Proposed Compressed Natural Gas Facility at the Port of Palm Beach

Date: November 29, 2015

STAFF RECOMMENDATION

Staff recommends Town Council review the following information, relative to the proposed compressed natural (CNG) facility at the Port of Palm Beach and provide guidance to staff, as necessary.

GENERAL INFORMATION

At the March 10, 2015, Town Council meeting, staff reported that Emera CNG, LLC, a Canadian based company, was proposing the construction of a CNG facility to export compressed natural gas to the Bahamas via the Port of Palm Beach. The proposed plant would include facilities to receive, dehydrate, and compress gas to fill pressure vessels with an open International Organization for Standardization (ISO) container frame mounted on trailers.

Subsequent to this meeting, the US Department of Energy (DOE) issued a draft Environmental Assessment (EA) which analyzed and described the potential environmental impacts associated with the proposed facility. The report indicated that the compressed natural gas would be transported via trailers, tank containers, and ocean-going carrier for export through the Port of Palm Beach. The proposed facility would initially be capable of loading 8 million cubic feet per day (MMcf/day) of CNG into ISO containers and, after full build out, will be capable to load up to 25 MMcf/day. After review of the EA by Town staff, a letter outlining a number of issues/concerns was submitted to the DOE. Receipt of our letter was acknowledged shortly thereafter but our concerns and questions were not specifically addressed.

Recently the Town became aware that Emera has received Federal DOE approval to build the proposed CNG facility. On behalf of the Town, Mayor Gail Coniglio sent a letter to the Commission Chair of the Port of Palm Beach to express a number of concerns related to the approval. A copy of said letter, which was copied to a number of State and local agencies, as well as our neighboring municipalities, is attached.

cc: John C. Randolph, Town Attorney

TOWN OF PALM BEACH

Office of Mayor and Town Council

MAYOR GAIL L. CONIGLIO

COUNCIL
MICHAEL J. PUCILLO, PRESIDENT
RICHARD M. KLEID, PRESIDENT PRO TEM
DANIELLE H. MOORE
PENELOPE D. TOWNSEND
ROBERT N. WILDRICK

November 17, 2015

The Honorable Blair J. Ciklin
Port of Palm Beach District Commission
One East 11th Street
Suite 600
Riviera Beach, FL 33404

Re: Federal DOE Approval of Exporting Compressed Natural Gas (CNG) from Port of Palm Beach

Dear Commissioner Ciklin:

Recently the Town of Palm Beach became aware that the Port of Palm Beach has received federal DOE approval to export CNG. We find this unfortunate situation to be disturbing for the following reasons.

- The compression facility for NG is uncomfortably close to residential communities in Riviera Beach and West Palm Beach.
- A CNG facility may not be an allowable use in the Riviera Beach zoning code.
- The proposed CNG operation may not comply with the maximum decibel levels within the Riviera Beach code of ordinances.
- Tanks filled with CNG will be trucked to a vessel for daily shipment to the Bahamas. There is no fire boat at the Port.
- Assurance should be provided that the City of Riviera Beach is fully equipped to handle all emergencies that may arise on Port property from CNG operations at the Port and that an adequate safety plan is in place to address the use of hazardous material in emergencies.
- The proximity of the CNG compression facility to the $1.3 billion new FPL Riviera Beach Next Generation Clean Energy Center, which also runs on natural gas piped to the site, raises concerns about the security of the region's power supply.

Post Office Box 2029 • 360 South County Road • Palm Beach, Florida 33480
Telephone (561) 838-5414 • Facsimile (561) 838-5411
E-mail: mayor@townofpalmbeach.com • council@townofpalmbeach.com
Website: www.townofpalmbeach.com

In light of these concerns we want to ensure that you are aware of the same and by copy of this letter we hereby notify various agencies of the Town's concern in regard to the proposed CNG facility so that they may take these concerns into account whenever any matter pertaining to the CNG facility should come to their attention.

Sincerely,

Gail L. Coniglio

Gail L Coniglio
Mayor

cc: Town Council
Port of Palm Beach Commissioners
Florida Public Service Commission
Florida Department of Transportation
Florida Department of Environmental Protection
Palm Beach County Metropolitan Planning Organization
Treasure Coast Regional Planning Council
Jeri Muoio, Mayor, City of West Palm Beach
Dawn Pardo, City Commissioner, City of Riviera Beach
John Workman, Mayor, Town of Palm Beach Shores
Thomas G. Bradford, Town Manager
Jay Boodheshwar, Deputy Town Manager
John C. Randolph, Town Attorney

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TOWN OF PALM BEACH

Town Council Meeting on: December 8, 2015

Section of Agenda

Regular Agenda - New Business

Agenda Title

Review of Chapter 66 by the Director of Public Works of the Town Code and His Estimation of Impact to the Town if Chapter 66 Were Applied to Town Property.

Presenter

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

Supporting Documents

- **Memorandum dated November 25, 2015, from H. Paul Brazil, P.E., Director of Public Works**

TOWN OF PALM BEACH

Information for Town Council Meeting on: December 8, 2015

To:	Mayor and Town Council
Via:	Thomas G. Bradford, Town Manager
Via:	Jay Boodheshwar, Deputy Town Manager
From:	H. Paul Brazil, P. E., Director of Public Works
Re:	Review of Chapter 66 by the Director of Public Works of the Town Code and His Estimation of Impact to the Town if Chapter 66 Were Applied to Town Property
DATE:	November 25, 2015

STAFF RECOMMENDATION

Staff recommends that Town Council consider the impacts described regarding consideration of applying the requirements of the Town Code of Ordinances (Chapter 66) to public property, including Town property and rights-of-way.

GENERAL INFORMATION

The Town Code of Ordinances currently includes Chapter 66 to address Natural Resource Protection. The stated purpose and intent of this chapter is to ensure that proposed development is consistent with the Town's comprehensive plan, and to protect sites from the harmful effects of development. Generally, most Town-owned property has been "built-out" and new construction or development is typically infrequent. When new construction does occur (e.g. Central Fire Station, Par 3 Clubhouse, etc.) those projects are already planned, designed, and constructed in accordance with appropriate codes and standards including review by the Town's boards and commissions (ARCOM, Landmarks, etc.) and eventual review and approval by the Town Council itself. Similarly, management of coastal resources is also accomplished with extensive input and review by the Shore Protection Board and extremely rigorous permitting processes already in place as required by the state and federal governments.

The typical criteria used for applying Chapter 66 requirements for private property development is the substantial improvement definition which is any combination of repairs, reconstruction, alteration, or improvements to a building exceeding 50% of the property value during a one-year period. An example of a Town building meeting that criteria would be the renovation of Town Hall which received extensive review processes as noted above. The majority of Town operations within the public domain is typically maintenance and repair tasks that would not ever meet the 50% threshold. Larger and more complex project work on public property is accomplished through the Capital Improvement Program, and procedures and processes are already established for ensuring those are accomplished in a cost effective and efficient manner to meet the Town's requirements.

Projects associated with coastal resources on or adjacent to public property are accomplished as approved by the Town Council with significant input from the Shore Protection Board and the general public. The permitting process as noted above is already very rigorous and demanding, including the State issued Beach Management Agreement (BMA). Shoreline management in Chapter 66 is intended to address private property development to encourage restoration and preservation of coastal resources for those individual projects meeting the criteria indicated in the code. This also addresses sand and dune alteration and removal work.

The Town's current Coastal Management Program is based largely on the elements identified in the Comprehensive Coastal Management Plan of 1986 and the Comprehensive Coastal Management Program Update of 1998. The CCMP and CCMP update contain many projects that would be considered "unlawful" to Chapter 66. Because the shoreline is ever changing, the Town must adaptively manage the program and be ready to take swift action to provide storm protection. These actions are heavily regulated by both the State and Federal government. Any additional local input by Chapter 66 on the Coastal Management Program would increase costs and decrease responsiveness for storm protection.

The last major element of proposed modifications to Chapter 66 is related to vegetation and landscaping. As defined in Section 66-214, these provisions are applicable to private property and would include the new construction or 50% substantial improvement cost threshold as noted above. Additional criteria are proposed to be added to make it applicable to landscaping projects in excess of $50,000 or any proposed changes in vegetation that meet a variety of factors (more than 25% of open space affected on property, is within 10' of a property line, etc. Although most Town landscape maintenance and projects are routine grounds keeping, the potential for impact is the greatest for this category of work. As an example, the following actions would result in significant cost and effort if implemented per Chapter 66 on public property:

- Tree plantings (quantity)
- Tree diversity (types)
- Accent trees
- Shrubs
- Turf areas in parks and medians
- Ground cover
- Landscape buffers

Most (if not all) existing facilities and parks would be non-compliant since this ordinance has never been applied to them. Variances that are not currently required would be needed for these public property locations, if they were to remain "as-is". It is assumed that status quo is the desired end result since that is what has historically been planted and maintained.

The preparation of variance requests would be a cumbersome and costly process, depending on how many Town properties or rights-of-way would be affected. For example, the consultant fees for the preparation of the Town Hall Square (Memorial Park) variances related to that Town project were approximately $40,000. Another example of a variance request was the D-10 stormwater pump station project (which although some of the scope included architectural review), the consultant fee was approximately $25,000. If these types of fees were extrapolated to all Town parks, medians, and buildings/sites, the costs would obviously add up very quickly just to maintain the status quo with variances.

If variances were not approved or acceptable, then the cost of landscape plans and improvement projects to provide the proposed-ordinance level of enhancements would be an order of magnitude greater. For example, the requirement to install a landscape buffer around the perimeter of the property would be very expensive to comply with. At Bradley Park, a 6-foot high hedge with a tree every 30 LF would be on the order of $250,000 or more just for that one site. This would not be consistent with the Town's past history or appearance, and could have unintended consequences (visibility for public safety purposes, etc).

The Town already employs the services of professional landscape contractors, a Town arborist, and input from civic groups (Civic Association, Garden Club, etc). The preparation of landscape plans for Town projects would increase the cost and effort to maintain, repair and/or enhance the Town's green spaces. The extensive use of additional consultants would likely be necessary at an undetermined (but not inexpensive) cost. This would be in addition to any variance requests as noted above.

FUNDING/FISCAL IMPACT

There is no funding/fiscal impact related to this item, unless future revisions are implemented to require actions that are not currently applicable. Future actions would need to be evaluated for cost impacts, but due to the extensive scale and scope of such actions, the costs could be very substantial.

TOWN ATTORNEY REVIEW

Any ordinance revisions would need to be reviewed by the Town Attorney for legal form and sufficiency.

cc: John C. Randolph, Town Attorney
John Page, Director of Planning, Zoning and Building
Eric Brown, P.E., Assistant Director of Public Works
William Francis, P.E., Town Engineer
Robert Weber, Coastal Manager
Brett Madison, Facilities Maintenance Manager

TOWN OF PALM BEACH

Town Council Meeting on: December 8, 2015

Section of Agenda

Regular Agenda - New Business

Agenda Title

Appointments to the Shore Protection Board

Presenter

Thomas G. Bradford, Town Manager

Supporting Documents

- **Memorandum Dated December 2, 2015, from Thomas G. Bradford, Town Manager**
- **Ballot**
- **SPB Roster**

TOWN OF PALM BEACH

Information for Town Council Meeting on: September 10, 2015

To: Mayor and Town Council

From: Thomas G. Bradford, Town Manager

Re: Shore Protection Board Appointments

Date: December 2, 2015

STAFF RECOMMENDATION

- Staff recommends that the Town Council appoint a member to the Shore Protection Board in order to fill Kane K. Baker's vacant seat resulting from his term expiration.

- Staff recommends that the Town Council appoint a member to the Shore Protection Board in order to fill Reuben B. Johnson's vacant seat resulting from his term expiration.

- Staff recommends that the Town Council appoint a member to the Shore Protection Board in order to fill Richard Raffo's vacant seat resulting from his term expiration.

GENERAL INFORMATION

Mr. Baker has completed a three-year term as a member of the Shore Protection Board **and is eligible** for reappointment. Mr. Baker has submitted a written verification of his interest in continuing to serve.

Mr. Johnson has fulfilled the balance of Mr. Cooper's unexpired term on the Shore Protection Board **and is eligible** for reappointment. Mr. Johnson has submitted a written verification of his interest in continuing to serve.

Mr. Raffo has completed a three-year term as a member of the Shore Protection Board **and is eligible** for reappointment. Mr. Raffo has submitted a written verification of his interest in continuing to serve.

Pursuant to the news release notifying the public of the Shore Protection Board vacancies, two other citizens submitted Applications for Service on the Shore Protection Board together with appropriate qualifying information. These residents are:

Mr. Eric Christu, of 1500 North Ocean Blvd., has submitted written verification of his interest to serve on the Shore Protection Board. Mr. Christu has indicated that he will be available for all meetings.

Mr. James Gavigan, of 1510 North Ocean Blvd., has submitted written verification of his interest to serve on the Shore Protection Board. Mr. Gavigan has indicated that he will be available for all meetings.

ATTACHMENTS
TGB/kd

c: Shore Protection Board
H. Paul Brazil, P.E., Director of Public Works
Robert Weber, Coastal Program Manager
Susan A. Owens, Town Clerk

BALLOT FOR APPOINTMENT OF REGULAR MEMBERS TO THE SHORE PROTECTION BOARD

Town Council Meeting on December 8, 2015

Positions to be filled:

3 Regular Members

Please circle the name from the list of names appearing below:

Applications Received Applying for Regular Member

Kane Baker

Eric Christu

James Gavigan

Reuben Johnson

Richard Raffo

Signature of Town Council Member: _____

Ballot December 8, 2015

SHORE PROTECTION BOARD MEMBERS

Updated 11/13/15

(appointed for 3 year terms)

	Appointed	Term Expires
E. Llwyd Ecclestone, Jr., Chair	12/2008 12/2011 12/2014	12/2017 (third term)
Gerald Frank, Vice Chair	12/2008 12/2010 12/2013	12/2016 (second full term)
Kane K. Baker	12/2009 12/2012	12/2015 (second term)
Reuben B. Johnson III	09/2015	12/2015 (first term)
Lewis Katz	12/2008 12/2011 12/2014	12/2017 (third term)
Lee David Goldstein	12/2008 12/2010 12/2013	12/2016 (second full term)
Richard A. Raffo	12/2012	12/2015 (first term)

TOWN OF PALM BEACH

Town Council Meeting on: December 8, 2015

Section of Agenda

Ordinances - Second Reading

Agenda Title

ORDINANCE NO 30-2015 An Ordinance of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Amending the Town Code of Ordinances at Chapter 2, Administration; Article V, Code Enforcement; Division 3, Procedure; Section 2-439, Citation Fine Schedule, So As to Add Section 70-9 Relating to Sleeping, Camping in Public Places, Sleeping in Vehicle, and Section 70-10 Relating to Attachment of Hammocks or Other Objects to Public Property, as Class II Violations; Adding Section 106-160, Under Chapter 106, Streets, Sidewalks and Other Public Places, Relating to Maintenance of Parkway Strips, as a Class I Violation; Providing for Severability; Providing for Repeal of Ordinances in Conflict; Providing for Codification; Providing an Effective Date.

Presenter

John C. Randolph, Town Attorney

Supporting Documents

- **Ordinance No. 30-2015**

ORDINANCE NO. 30-2015

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, AMENDING THE TOWN CODE OF ORDINANCES AT CHAPTER 2, ADMINISTRATION; ARTICLE V, CODE ENFORCEMENT; DIVISION 3, PROCEDURE; SECTION 2-439, CITATION FINE SCHEDULE, SO AS TO ADD SECTION 70-9 RELATING TO SLEEPING, CAMPING IN PUBLIC PLACES, SLEEPING IN VEHICLE, AND SECTION 70-10 RELATING TO ATTACHMENT OF HAMMOCKS OR OTHER OBJECTS TO PUBLIC PROPERTY, AS CLASS II VIOLATIONS; ADDING SECTION 106-160, UNDER CHAPTER 106, STREETS, SIDEWALKS AND OTHER PUBLIC PLACES, RELATING TO MAINTENANCE OF PARKWAY STRIPS, AS A CLASS I VIOLATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT; PROVIDING FOR CODIFICATION; PROVIDING AN EFFECTIVE DATE.

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

Section 1. The Code of Ordinances of the Town of Palm Beach is hereby amended at Chapter 2, Administration; Article V, Code Enforcement; Division 3, Procedure; Section 2-439, Citation Fine Schedule, to include Section 70-9 as a Class II violation and Section 106-160 as a Class I violation as follows:

Sec. 2-439. Citation fine schedule.

CODE SECTION	CHAPTER 70 OFFENSES	CLASS
Sec. 70-2	Advertising; Posting without Consent	II
Sec 70-3	Displaying Licenses and Permits	I
Sec 70-4	Searchlights prohibited	II
Sec 70-5	Sleeping on Private Property without Permission	I
Sec. 70-7	Possession or Use of Slungshot or Slingshot	II
Sec. 70-9	Sleeping, Camping in Public Place; Sleeping in Vehicle	II
Sec. 70-10	Attachment of Hammocks or Other Objects to Public Property	II

CODE SECTION	CHAPTER 106 STREETS, SIDEWALKS AND OTHER PUBLIC PLACES ARTICLE V SIDEWALKS	CLASS
Sec. 106-156	Duty to Maintain Sidewalks and Gutters Clean and Free of Debris, Encumbrances and Obstructions	II
Sec 106-158	Prohibiting Bicycle Riding on Sidewalks within Commercial Zoning Districts	I
Sec 106-159	Clearance Above Sidewalks, Bike Trails, Roadways	I
Sec. 106-160	Maintenance of Parkway Strips	I

Section 2. Severability.

If any provision of this Ordinance or the application thereof is held invalid, such invalidity shall not affect the other provisions or applications of this Ordinance which can be given effect without the invalid provisions or applications, and to this end the provisions of this Ordinance are hereby declared severable.

Section 3. Repeal of Ordinances in Conflict.

All other ordinances of the Town of Palm Beach, Florida, or parts thereof which conflict with this or any part of this Ordinance are hereby repealed.

Section 4. Codification.

This Ordinance shall be codified and made a part of the official Code of Ordinances of the Town of Palm Beach.

Section 5. Effective Date.

This Ordinance shall take effect immediately upon its passage and approval, as provided by law.

PASSED AND ADOPTED in a regular, adjourned session of the Town Council of the Town of Palm Beach on first reading this 10th day of November , 2015, and for second and final reading on this 8th day of December , 2015.

_____	_____
Gail L. Coniglio, Mayor	Michael J. Pucillo, Town Council President
	_____
	Richard M. Kleid, President Pro Tem
	_____
	Danielle H. Moore, Town Council Member
	_____
	Penelope D. Townsend, Town Council Member
_____	_____
Susan A. Owens, MMC, Town Clerk	Robert N. Wildrick, Town Council Member

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TOWN OF PALM BEACH

Town Council Meeting on: December 8, 2015

Section of Agenda

Ordinances - First Reading

Agenda Title

ORDINANCE NO. 32-2015 An Ordinance of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Amending the Town Code of Ordinances at Chapter 74, Parks and Recreation, at Article III, Boats and Boating, to Include New Sections 74-270, 74-271, 74-272 and 74-273 Relating to the Prohibition of Floating Structures; Providing for Definitions; Providing for Enforcement/Penalties; Providing for Inclusion in the Code Enforcement Citation Fine Ordinance of the Town of Palm Beach; Providing for Severability; Providing for Repeal of Ordinances in Conflict; Providing for Codification; Providing an Effective Date.

Presenter

Jay Boodheshwar, Deputy Town Manager

Supporting Documents

- **Memorandum Dated November 29, 2015, from Jay Boodheshwar, Deputy Town Manager**
- **Ordinance No. 32-2015**

TOWN OF PALM BEACH

Information for Town Council Meeting on: December 8, 2015

To: Mayor and Town Council

Via: Thomas G. Bradford, Town Manager

From: Jay Boodheshwar, Deputy Town Manager

Re: Ordinance to Prohibit Floating Structures from Anchoring and Mooring in Town Waterways
Ordinance No. 32-2015

Date: November 29, 2015

STAFF RECOMMENDATION

Staff recommends Town Council approve Ordinance No. 32-2015, which would prohibit floating structures from anchoring or mooring in Town waterways.

GENERAL INFORMATION

At the September 10, 2015, Town Council meeting, the Ordinances, Rules and Standards (ORS) Committee was authorized to study and potentially develop an ordinance for Town Council consideration, which could ban floating structures from anchoring or mooring in Town waterways. At the November 5, 2015, ORS meeting, Ordinance No. 32-2015 was reviewed and recommended for approval by the Town Council.

As a result of an increase in unregistered floating structures anchoring and mooring in the Intracoastal Waterway, on August 18, 2015, the Palm Beach Board of County Commissioners adopted an ordinance prohibiting the anchoring or mooring of floating structures in waters within the jurisdiction of the County or County owned property, unless anchored or moored at a marina, dock or on private property.

Some of the key concerns cited in the County ordinance include:

- The special risk to persons and property, as they are usually not self-propelled and cannot be quickly relocated during weather events.
- The navigational hazards they create above and beyond those caused by vessels who primary purpose is navigation.
- They may preempt the customary water dependent uses and riparian rights of surface water including ingress, egress, boating, bathing and fishing, as provided for in Sec. 253.141 of the FL Statutes.

This ban does not extend to waters under the jurisdiction of municipalities. Therefore, staff was concerned that these floating structures may relocate to waters within the Town's jurisdiction.

Although Article III of Chapter 74 of the Town Code contains regulations relating to mooring of vessels in Lake Worth, it doesn't address floating structures, which are not considered vessels since they cannot self-propel. Therefore, Ordinance No. 32-2015 has been prepared by the Town Attorney for your approval, which we believe will address our concerns regarding this matter.

TOWN ATTORNEY REVIEW

This ordinance was approved by the Town Attorney for legal form and sufficiency.

cc: Kirk W. Blouin, Director of Public Safety
John C. Randolph, Town Attorney
Nicholas Caristo, Police Department Lieutenant

ORDINANCE NO. 32-2015

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, AMENDING THE TOWN CODE OF ORDINANCES AT CHAPTER 74, PARKS AND RECREATION, AT ARTICLE III, BOATS AND BOATING, TO INCLUDE NEW SECTIONS 74-270, 74-271, 74-272 and 74-273 RELATING TO THE PROHIBITION OF FLOATING STRUCTURES; PROVIDING FOR DEFINITIONS; PROVIDING FOR ENFORCEMENT/ PENALTIES; PROVIDING FOR INCLUSION IN THE CODE ENFORCEMENT CITATION FINE ORDINANCE OF THE TOWN OF PALM BEACH; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT; PROVIDING FOR CODIFICATION; PROVIDING AN EFFECTIVE DATE.

WHEREAS, Palm Beach County has adopted Ordinance Number 2015-030 relating to the prohibition of floating structures which are considered a risk to persons and property and which pose navigational hazards; and

WHEREAS, said Ordinance applies only within the jurisdiction of Palm Beach County and does not apply within the municipalities located within Palm Beach County; and

WHEREAS, it has been determined by the Town Council of the Town of Palm Beach that floating structures in the waters located within the Town of Palm Beach pose a special risk to persons and property, as these structures are not usually self-propelled and cannot be quickly relocated during weather events and because floating structures pose navigational hazards above and beyond those caused by vessels which primary purpose is navigation; and

WHEREAS, prohibiting the anchoring or mooring of floating structures outside of privately owned properties, marinas and docks is in accord with the policy of the State to limit activities on sovereign submerged lands to water dependent activities; and

WHEREAS, the Town Council of the Town of Palm Beach finds that floating structures, other than those anchored or moored at privately owned property, a marina or dock, should be prohibited from anchoring or mooring in the waters within the jurisdiction of the Town or on property owned by the Town.

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

Section 1. The Code of Ordinances of the Town of Palm Beach is hereby amended at Chapter 74, Parks and Recreation, at Article III, Boats and Boating, to provide new Sections 74-270 through 74-273 to read as follows:

CHAPTER 74
PARKS AND RECREATION
ARTICLE III. Boats and Boating

"**Sec. 74-270. Prohibition of floating structures.**

No floating structure shall be anchored or moored in the waters lying within the jurisdiction of the Town or on any property owned by the Town, including any submerged lands. Notwithstanding the foregoing, nothing in this ordinance shall prohibit a floating structure from anchoring or mooring at a public or private marina within a berth or slip, a public or private dock with permission from the property owner or on privately owned property, including submerged lands.

Sec. 74-271. Definitions.

"Anchor" means the act of temporarily securing a floating structure in the water by means of an anchor or other device and associated tackle that is carried on the floating structure and cast or dropped overboard.

"Floating structure" means a floating entity, with or without accommodations built thereon, which is not primarily used as a means of transportation on water but which serves purposes or provides services typically associated with a structure or other improvement to real property. The term includes, but is not limited to, an entity used as a residence, place of business or office with public access; a hotel or motel; a restaurant or lounge; a clubhouse; a meeting facility; a storage or parking facility; or similar facility or entity represented as such. Floating structures are expressly excluded from the definition of the term "vessel" as defined in Section 317.02, Florida Statutes. Incidental movement upon water or resting partially or entirely on the bottom does not, in and of itself, preclude an entity from classification as a floating structure. Registration of the entity as a vessel in accordance with Chapter 327, Florida Statutes, shall not preclude an entity from classification as a floating structure.

"Moor" means the act of securing a floating structure in the water by means of a permanent or semi-permanent mooring system affixed to the bottom of the water body.

Sec. 74-272. Enforcement; penalties.

Any law enforcement officer acting within his or her jurisdiction or Town of Palm Beach code enforcement officer is authorized to enforce this ordinance. The violation of any provision of this ordinance shall be punishable as provided in Section 1-14, the general penalties provision of the Town Code or Ordinances or, alternatively, pursuant to the provisions of Chapter 2, Article V, of the Town Code of Ordinances relating to code enforcement.

Sec. 74-273. Inclusion in the code enforcement citation ordinance of the town.

Chapter 2, Administration, Section 2-439, Citation Fine Schedule, of the Town Code of Ordinances is hereby amended to include a violation of Section 74-270, Prohibition of Floating Structures, as a Class III Violation."

Section 2. Severability.

If any provision of this Ordinance or the application thereof is held invalid, such invalidity shall not affect the other provisions or applications of this Ordinance which can be given effect without the invalid provisions or applications, and to this end the provisions of this Ordinance are hereby declared severable.

Section 3. Repeal of Ordinances in Conflict.

All other ordinances of the Town of Palm Beach, Florida, or parts thereof which conflict with this or any part of this Ordinance are hereby repealed.

Section 4. Codification.

This Ordinance shall be codified and made a part of the official Code of Ordinances of the Town of Palm Beach.

Section 5. Effective Date.

This Ordinance shall take effect immediately upon its passage and approval, as provided by law.

PASSED AND ADOPTED in a regular, adjourned session of the Town Council of the Town of Palm Beach on first reading this 8th day of December, 2015, and for second and final reading on this 12th day of January, 2016.

Gail L. Coniglio, Mayor

Michael J. Pucillo, Town Council President

Richard M. Kleid, President Pro Tem

Danielle H. Moore, Town Council Member

ATTEST:

Penelope D. Townsend, Town Council Member

Susan A. Owens, MMC, Town Clerk

Robert N. Wildrick, Town Council Member

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