



TOWN OF PALM BEACH

Town Manager's Office
TOWN COUNCIL MEETING

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

AGENDA

NOVEMBER 12, 2019

9:30 AM

Welcome

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

I. CALL TO ORDER AND ROLL CALL

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

II. INVOCATION AND PLEDGE OF ALLEGIANCE

III. MODIFICATIONS TO THE AGENDA

IV. APPROVAL OF AGENDA

V. PRESENTATIONS

A. Presentation on Royal Poinciana Playhouse

Alexandra Patterson, Up Markets

B. Temporary Docks at Flagler Museum for Special Event Hosted by the Marine Industries Association of Palm Beach County and Informa Markets from March 26 to 29, 2020

Page 9

Josh Martin, Director of Planning, Zoning and Building

VI. BOARD AND COMMISSIONS PRESENTATIONS AND APPOINTMENTS

A. Presentations by Investment Advisory Committee Applicants

Kathleen Dominguez, CMC, Town Clerk

B. Appointments to the Investment Advisory Committee

Page 9

Kathleen Dominguez, CMC, Town Clerk

VII. COMMENTS OF MAYOR GAIL L. CONIGLIO

VIII. COMMENTS OF TOWN COUNCIL MEMBERS AND TOWN MANAGER

IX. COMMUNICATIONS FROM CITIZENS - 3 MINUTE LIMIT PLEASE

X. APPROVAL OF CONSENT AGENDA (SEE NOTE 5)

A. MINUTES

1. Town Council Meeting Minutes

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Kathleen Dominguez, CMC, Town Clerk

a. October 10, 2019, Town Council Meeting Minutes

b. October 10, 2019, Town Council Development Review Meeting Minutes

2. Approval of Major Matters Considered by the Architectural Review Commission at its Meeting of October 30, 2019.

Page 87

Josh Martin, Director of Planning, Zoning and Building

B. RESOLUTIONS

1. RESOLUTION NO. 125-2019 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 \$82,442.69 for FY20.

Page 109

Nicholas Caristo, Chief of Police

2. RESOLUTION NO. 127-2019 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving the Remaining Extension of Bid No. 2018-28, Vegetation And Litter Removal Town-Wide to Include Phipps Ocean Park to Battallan Enterprises, Db,

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Property Works in the Amount of \$131,216 for FY20, FY21, And FY22 Contingent Upon Approval and Satisfactory Vendor Performance.

Dean Mealy, Purchasing Manager

3. RESOLUTION NO. 128-2019 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving the Remaining Extension of Bid No. 2018-6, Town Fountain Maintenance to Mako Pools in the Amount of \$78,000 for FY20, FY21, and FY22 Contingent Upon Budget Approval and Satisfactory Vendor Performance.

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Dean Mealy, Purchasing Manager

4. RESOLUTION NO. 129-2019 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving the Remaining Extension of RFQ No. 29-2016, Irrigation Contractor to B. Ellis Enterprises Inc., in the Amount of \$30,000 for FY20 and FY21 Contingent Upon Budget Approval and Satisfactory Vendor Performance.

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Dean Mealy, Purchasing Manager

5. RESOLUTION NO. 130-2019 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving the Piggyback Extension of the Palm Beach County School Board Contract 17C-19T, Asphalt Paving to M&M Asphalt Maintenance, Inc. dba All County Paving in the Amount of \$100,000 for FY20.

Page 130

Dean Mealy, Purchasing Manager

6. RESOLUTION NO. 133-2019 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving a Purchase Order to Kimley-Horn & Associates, Inc., for Landfill Facilities FY20 On-Call Consulting, Compliance Sampling and Monitoring in the Amount of \$99,648 and a Project Budget of \$109,612.

Page 134

Dean Mealy, Purchasing Manager

7. RESOLUTION NO. 134-2019 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving an Extension of RFP 2017-18, Historic Preservation Consulting Services to Murphy Stillings for FY20 in the Amount of \$60,000.

Page 144

Dean Mealy, Purchasing Manager

8. RESOLUTION NO. 135-2019 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving the Award of Bid No. 2019-37 and a Purchase Order to Seven Star Construction for the Buildout of the Virtual Police Training Room at South Fire in the Amount of \$93,743 and a Project Budget of \$107,803.

Page 148

Dean Mealy, Purchasing Manager

9. RESOLUTION NO. 136-2019 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Awarding a Contract in an Amount not to Exceed \$75,000 to Hartford Life and Accident Insurance Company, to Provide Group Life, Accidental

Page 153

Death and Dismemberment, and Supplemental Life Insurance and Authorizing the Town Manager to Take Actions Necessary to Complete Said Services.

Danielle Olson, Director of Human Resources

10. RESOLUTION NO. 137-2019 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Awarding a Contract to Cigna, Inc., in an Amount not to Exceed \$225,000 to Provide Administrative Services for Group Health, Prescription And Dental Coverage, and Authorizing the Town Manager to Take Actions Necessary to Effectuate this Contract. Page 157

Danielle Olson, Director of Human Resources

11. RESOLUTION NO. 138-2019 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving a Grant for Project No. PB-PB-19-208, Between the Florida Inland Navigation District and The Town of Palm Beach Under the Waterways Assistance Program, Specifically Construction Reimbursement for the Town of Palm Beach Town Dock Replacement Project, in the Amount of \$3,062,000, and Authorizing the Mayor to Execute Same on Behalf of the Town. Page 161

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

C. OTHER

1. Appointment to the Public Employees Relations Commission Panel per PERC Ordinance Appendix "A" Section 1.003 Page 195
Danielle Olson, Director of Human Resources
2. Approve Request by Florida Power & Light to Close Orange Grove Road for Eleven (11) Days Page 200
H. Paul Brazil, P.E., Director of Public Works
3. Status Report of Delinquent Accounts and Request for Authorization to Write-off Uncollectible Accounts Page 204
Jane Le Clainche, Director of Finance
4. 726 Hi-Mount Road – Authorize Town Manager to Enter into a Hold Harmless Agreement and Waive Driveway Site Visibility Requirements Page 217
H. Paul Brazil, P.E., Director of Public Works
5. General Fund Contingency Allocation Request for the Purchase of a Rotary Turf Mower, Not to Exceed \$9,000 Page 234
Carolyn Stone, Director of Business Development and Operations
6. Consideration of Waivers to Town Code for Construction Dates, Hours, and Noise for Staging in the Lake Worth Lagoon for Palm Beach County's Jupiter-Carlin Federal Shore Protection Project Page 236
H. Paul Brazil, P.E., Director of Public Works

XI. COMMITTEE REPORTS

- A. Report of the Public Works Committee Meeting Held on October 11, Page 241

2019

Bobbie Lindsay, Chair

- B.** Report of the Ordinances, Rules and Standards Committee Meeting Held on October 24, 2019

Page 246

Julie Araskog, Chair

XII. REGULAR AGENDA

A. Old Business

1. Town-wide Undergrounding Project

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

b. RESOLUTION NO. 140-2019 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving a Purchase Order to Kimley-Horn and Associates, Inc. for Construction Phase Engineering Services for Town-Wide Utility Undergrounding Phase 2 South, and Establishing a Construction Phase Engineering Budget of \$325,418.
Patricia Strayer, P.E., Town Engineer

c. RESOLUTION NO. 141-2019 A Resolution of the Town Council of the Town Of Palm Beach, Palm Beach County, Florida, Approving the Award of Construction Manager At Risk to Burkhardt Construction Incorporated for Town-Wide Utility Undergrounding Phase 2 South in the Amount of \$6,494,596 and Establishing a Project Budget of \$6,694,596.
Patricia Strayer, P.E., Town Engineer

2. Further Discussion Regarding Potential Changes to Fees & Regulations for Paid Parking and Other Parking Matters
Jay Boodheshwar, Deputy Town Manager

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3. Proposed Amendments to FY2020 Recreation Department Tennis Fees

Page 344

Carolyn Stone, Director of Business Development and Operations

B. New Business

1. Consideration of Refunding the 2013 Revenue Bonds

Page 349

a. RESOLUTION NO. 142-2019 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Authorizing the Issuance of Not Exceeding \$52,000,000 Town of Palm Beach, Florida Public Improvement Revenue Refunding Bonds (Capital Improvement and Coastal Management Program) in One or More Series for the Purpose of Refunding All or a Portion of the Town's Public Improvement Revenue Bonds, Series 2013 (Capital Improvement and Coastal Management Program), Subject to

Subsequent Proceedings and Approvals by the Town Council; Authorizing and Directing the Town Manager or the Director of Finance to “Deem Final” the Preliminary Official Statement Relating to the Bonds for the Purposes of Rule 15c2-12 of the Securities and Exchange Commission; Authorizing and Directing the Mayor, Town Council Members, the Town Manager, the Director of Finance and Other Proper Officials of the Town to Execute and Deliver any and all Documents and Instruments and to do and Cause to be Done any and all Acts and Things Necessary or Proper for Carrying Out the Transactions Contemplated by This Resolution: and Providing for an Effective Date.

b. RESOLUTION NO. 143-2019 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Supplementing Town Resolution No. 142-2019 to Authorize the Public Sale of Town of Palm Beach, Florida Public Improvement Revenue Refunding Bonds, Federally Taxable Series 2019 (Capital Improvement and Coastal Management Program) (The “SERIES 2019 BONDS”); Approving the Form of and Authorizing the Use of a Preliminary Official Statement, Official Notice of Sale and Summary Notice of Sale in Connection with the Public Sale of the Series 2019 Bonds; Authorizing the Execution and Delivery of an Official Statement in Connection with the Series 2019 Bonds; Authorizing the Execution and Delivery of an Escrow Deposit Agreement; Requiring Compliance within Certain Statutory Requirements; Authorizing and Directing the Town Manager and Director of Finance to Determine Certain other Details of Said Series 2019 Bonds Within the Parameters Set Forth Herein; Authorizing the Proper Officials to do all Other Things Deemed Necessary or Advisable in Connection with the Issuance, Sale and Delivery of Said Series 2019 Bonds; and Providing for an Effective Date.

Jane Le Clainche, Director of Finance

2. The Four Seasons Resort Palm Beach Appeal of Fines Imposed for Non-payment of Solid Waste Collection Fees

Page 478

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

3. Proposed Public/Private Beautification Project with the Palm Beach Country Club

Page 485

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

4. Discussion Regarding Modification of Town Code to Prohibit Dogs on Beaches Between Wells Road and Sunset Avenue

Page 500

Jay Boodheswar, Deputy Town Manager

C. Matters Pulled From Consent Agenda: If needed

XIII. ORDINANCES

A. First Reading

1. ORDINANCE NO. 39-2019 An Ordinance of The Town Council of

Page 503

the Town of Palm Beach, Palm Beach County, Florida, Amending Chapter 82 of the Town Code of Ordinances Relating to Personnel, At Article II, Employee Benefits, Division 2, Retirement System; Amending Subdivision I, in General, by Amending Section 82-54, Credited Service; Loss of Credited Service; Reinstatement of Credited Service.; Amending Subdivision II, Reserve Accounts, by Amending Section 82-80, Member Contributions; Amending Subdivision III, Firefighters, by Amending Section 82-94, Retirement Age and Service Conditions for Firefighters; Providing for Severability; Providing for Repeal of Ordinances in Conflict; Providing for Codification; Providing an Effective Date.

Danielle Olson, Director of Human Resources

XIV. ANY OTHER MATTERS

XV. ADJOURNMENT

PLEASE TAKE NOTE:

- Note 1:** Please submit written comments/materials to council@townofpalmbeach.com or in person to the Town Clerk's Office, located at Town Hall, 360 South County Road. No written materials received after 12:00 p.m. on the Thursday immediately prior to a monthly Town Council meeting will be included in the back-up binders distributed to the Mayor and Town Council in preparation for that meeting. Written materials received after 12:00 p.m. on Thursday will be separately distributed to the Mayor and Town Council; however, depending upon the length of the materials, the time of submittal, and other circumstances, the Mayor and Town Council may not be able to read and consider such late submittals prior to acting upon the policy matter(s) which they address.
- Note 2:** The progress of this meeting may be monitored by visiting the Town's website (townofpalmbeach.com) and clicking on "Meeting Audio" in the left column. If you have questions regarding that feature, please contact the Office of Information Technology (561) 227-6315. The audio recording of the meeting will appear within 24 hours after the conclusion of the meeting.
- Note 3:** If a person decides to appeal any decision made by this Council with respect to any matter considered at this meeting or hearing, he/she will need a record of the proceedings. For such purpose, he/she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.
- Note 4:** Disabled persons who need an accommodation in order to participate in the Town Council Meeting are requested to contact the Town Manager's Office at 838-5410 or through the Florida Relay Service by dialing 1-800-955-8770 for voice callers or 1-800-955-8771 for TDD callers, at least two (2) working days before this meeting.
- Note 5:** Items listed on the Consent Agenda will be approved by one motion of the Town Council, unless the Mayor or an individual Council Member requests that any item(s) be moved to the Regular Agenda and individually considered.
- Note 6:** All back-up material for the items listed on the agenda are posted to the Town's website and emailed to all Stay Informed subscribers on the Friday before the Town Council meeting. To access the back-up materials and/or

subscribe to the Stay Informed list, please visit the Town's website (townofpalmbeach.com).

PROCEDURES FOR PUBLIC PARTICIPATION

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

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

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

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

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

TOWN OF PALM BEACH

Town Council Meeting on: November 12, 2019

Section of Agenda

Presentations

Agenda Title

Temporary Docks at Flagler Museum for Special Event Hosted by the Marine Industries Association of Palm Beach County and Informa Markets from March 26 to 29, 2020

Presenter

Josh Martin, Director of Planning, Zoning and Building

ATTACHMENTS:

- ▣ **Memorandum Dated October 31, 2019 from Josh Martin, Director of Planning, Zoning and Building**
- ▣ **Letter Dated October 21, 2019 from Harvey E. Oyer, III, Esq.**
- ▣ **Letters of Support from Neighboring Properties**
- ▣ **Benthic Resource Survey Summary Report**
- ▣ **Dock Plan**
- ▣ **Hydrographic Survey - Bathymetric Study**
- ▣ **Security Plan and Detail**
- ▣ **Site Plan and Life Safety Plan**

TOWN OF PALM BEACH

Information for Town Council Meeting on: November 12, 2019

TO: Mayor and Town Council

VIA: Kirk W. Blouin, Town Manager

FROM: Joshua Martin, Director of Planning, Zoning & Building

RE: Temporary Docks at the Flagler Museum for Special Event Hosted by the Marine Industries Association of Palm Beach County and Informa Markets

DATE: October 31, 2019

STAFF RECOMMENDATION

Town staff recommends that Town Council consider the attached request to install temporary docks at the Flagler Museum for a special event hosted by the Marine Industries Association of Palm Beach County and Informa Markets. The following departments of the Town have reviewed the application and have no comments/concerns regarding the proposal: Business Development & Operations; Fire; Planning, Zoning, and Building; Police; Public Works; Town Clerk; and Town Manager's Office.

GENERAL INFORMATION

Flagler Museum proposes a special event hosted by the Marine Industries Association of Palm Beach County and Informa Markets from March 26 to 29, 2020 as outlined in the attached documents.

Attachments

CC: Jay Boodheshwar, Deputy Town Manager
Paul Brazil, Director of Public Works



HARVEY E. OYER, III
PARTNER
Shutts & Bowen LLP
1100 CityPlace Tower
525 Okeechobee Boulevard
West Palm Beach, Florida 33401
DIRECT (561) 650-8517
FAX (561) 822-5522
EMAIL hoye@shutts.com

October 21, 2019

Gail L. Coniglio, Mayor and Town Council
Town of Palm Beach
360 South County Road
Palm Beach, Florida 33480

Re: Temporary Docks at Flagler Museum

Dear Mayor Coniglio & Town Council,

With the Town's large investment in the dredging program and the new public docks to serve its residents' boating needs, the Marine Industries Association of Palm Beach County ("MIA") and Informa Markets, the longtime co-producers of the annual Palm Beach International Boat Show, would like to host a special event at the Flagler Museum to celebrate the Town's boating heritage. The event would be from March 26 to 29, 2020.

As way of background, an integral part of Flagler's vision was the marine industry. Flagler's company, the Florida East Coast Canal Company, dug the Intracoastal Waterway channel at the same time that his Florida East Coast Railroad laid tracks down the southeast coast, thereby opening south Florida's jungle frontier to both train and boat. The waterway channel allowed vessels to navigate safely on an inland waterway from Jacksonville to Biscayne Bay. Boating was very much part of Flagler's empire, which included large docks behind the Royal Poinciana Hotel, waterborne transportation up and down the lake, and steamer service from Palm Beach to Cuba and the Bahamas. Boating is inextricably tied to Flagler's legacy and to the island's heritage. Thus, the Flagler Museum is the ideal location for this event.

The proposed event will require that a temporary floating steel dock be erected behind the Flagler Museum. It would be attached to the Museum's existing concrete dock to allow 8 to 10 mega yacht vessels, ranging in size from 180' to 250', to be docked from March 26 to 29, 2020. The temporary dock construction would take 3 to 5 days (immediately prior to March 26) and 1 to 2 days to remove (immediately after March 29). Thus, the total time period would be approximately 10 days. The Flagler Museum would host invited MIA/Informa Markets guests from 10am to 6pm on Thursday March 26, Friday March 27, and Saturday March 29 as well as a potential cocktail party from 7pm to 9pm on Thursday, March 26. The expected number of invited guests over the 3 day period is 150 people. All guests must be invited with a set appointment, travel by their own vehicle, and park or be valet-parked at the Flagler Museum's

existing parking facilities. There will be no water-based access for guests. This controlled environment aligns with how the Flagler Museum runs their Member Events.

To support the safety of this special event, the Museum and the vessels, 24-hour, on-site security will be provided from March 26 to March 29 under Museum supervision and in coordination with the Town Police Department. Enclosed, please find the Proposal for Security Services from United Security Services, Inc. as well as the Security Detail, both of which have been provided to your Police Department for review.

The docks will be permitted by the State of Florida, as the State is the owner of portions of the submerged land. Seagrass and bathymetric studies have been completed. According to the seagrass study, no seagrass exists within the proposed temporary dock area.

We have shared the event plans with the three adjacent neighbors of the Flagler Museum: Palm Beach Towers, The Breakers, and Royal Poinciana Chapel. All three neighbors support this request.

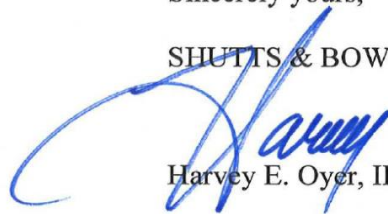
Enclosed, please find the following documents:

Dock Plan
Site Plan/Life Safety Plan
Benthic Resource Survey Summary Report (Seagrass Study)
Hydrographic Survey (Bathymetric Study)
Security Plan Proposal
Security Detail
Letters of support from neighboring property owners

Please advise if you require additional information. Of course, because this is the first time for this type of use, there may be some changes along the way. However, Town staff would be advised of any such changes.

Sincerely yours,

SHUTTS & BOWEN LLP

A handwritten signature in blue ink, appearing to read 'Harvey E. Oyer, III, Esq.', is written over the printed name.

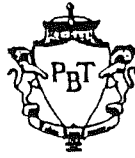
Harvey E. Oyer, III, Esq.

HEO/ias

cc: Jay Boodheshwar
Joshua Martin

Gail L. Coniglio, Mayor and Town Council
Re: Temporary Docks at Flagler Museum
Page 3

Wayne Bergman
Chief Darrel Donatto
Erin Manning
Ray Graziotto
Andrew Doole



PALM BEACH TOWERS

October 15, 2019

The City Mayor's Office
360 South County Road
Palm Beach, FL. 33480

Dear Mayor Coniglio,

I recently met with Ray Graziotto who represents the Palm Beach Boat Show, and Erin Manning, the Director of the Flagler Museum. We reviewed their proposal for using the dock leading to the intracoastal from the Flagler Museum. They explained that this area would be used for the Exclusive and Private viewing of Mega Yachts. Palm Beach Towers would have no problem with this and would encourage the Town Counsel's permission for this to take place next year. We feel this would be good for the Town and the Residents of Palm Beach Towers.

Sincerely,



John E. Grosskopf
General Manager

C.C. Town Council

CONDOMINIUM ASSOCIATION, INC.

44 Cocoanut Row, Palm Beach, Florida 33480
(561) 832-8511

Via E-mail (HOyer@shutts.com)

October 21, 2019

Shutts & Bowen LLP
Harvey E. Oyer, III
525 Okeechobee Blvd, Suite 1100
West Palm Beach, FL 33401
HOyer@shutts.com

Re: Flagler Museum Temporary Boat Docks

We have reviewed the proposed plans for the temporary docks at the Flagler Museum for the late March special event and we have no objection to the proposal.

Sincerely,

A handwritten signature in blue ink, appearing to read "P. Kristen Pressly", is written over a horizontal line.

P. Kristen Pressly, Esquire
General Counsel
The Breakers Palm Beach, Inc.
One South County Road
Palm Beach, FL 33480
Kristy.Pressly@thebreakers.com

THE ROYAL POINCIANA CHAPEL

60 Coconut Row Palm Beach, Florida 33480
(561) 655-4212 Fax (561) 655-7747

October 18, 2019

Mayor and Town Council
Town of Palm Beach
360 S. County Road
Palm Beach, FL 33480

Re: Temporary Docks at Flagler Museum

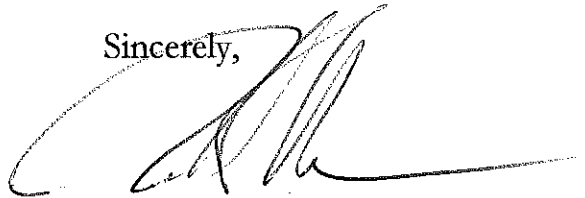
Dear Mayor & Town Council,

We have reviewed the proposed plans for temporary docks behind the Flagler Museum for the March 2020 Palm Beach International Boat Show.

As you know, our church is adjacent to the Flagler Museum and would be the most affected neighbor.

We are supportive of the request and look forward to the event.

Sincerely,



Dr. Robert S. Norris
Senior Pastor
Dr. Aaron P. Janklow
Executive Pastor
Stewart Wayne Foster
Director of Music

BENTHIC RESOURCE SURVEY SUMMARY REPORT



PALM BEACH INTERNATIONAL BOAT SHOW – FLAGLER MUSEUM

TCG PROJECT NO. 09-0032.002

AUGUST 2018

**PREPARED FOR:
YACHTING PROMOTIONS, INC.
1650 SE 17TH STREET SUITE 412
FORT LAUDERDALE, FL 33316**

I. Introduction

The proposed project site is located at 52 Cocoanut Row in Section 22, Township 43, Range 50 in the Palm Beach County, Florida (Figure 1). The project site is located on the east side of the Intracoastal Waterway (ICWW).

These waters are tidal waters with the nearest direct connection to the Atlantic Ocean approximately 4 miles to the northwest at Palm Beach Inlet. The incoming tidal waters (flood) at the site move southeast, and the outgoing waters (ebb) move northwest.

The proposed project includes the temporary installation and subsequent removal of floating docks and piles for the use of the Palm Beach International Boat Show. Due to environmental permitting regulations related to the installation of docking facilities, the investigation of the presence and location of marine seagrass and other benthic resources within the submerged bottoms is warranted.

II. Purpose

The purpose of this benthic resource study is to identify and locate any seagrass species (*Halophila decipiens*, *Halophila johnsonii*, *Thalassia testudinum*, *Halodule wrightii*, *Ruppia maritima*, etc.) or other benthic resources that may be present within the property boundaries of the subject site. Environmental regulatory agencies require representative data to be acquired from any site that has potential seagrass habitat.

III. Method

The field work for the benthic resource survey was conducted on August 22, 2018 by four (4) qualified biologists from The Chappell Group, Inc. This work was performed at low tide (outgoing). Line transects were conducted parallel to the shoreline within the ICWW. The survey area was approximately 450' along the shoreline and extended $\pm 500'$ waterward of the shoreline. Each diver conducted ten (10) line transects along the length of the property to ensure complete coverage of the survey area (Figure 2). The biologists traversed each line along the bottom of the ICWW to determine the presence of any seagrass species and/or other submerged benthic resources. In addition to the line transects, each diver conducted a meandering transect to ensure complete visual coverage and that no additional benthic resources were present adjacent to the subject site.

IV. Findings

The benthic community of the subject site consisted of sand, crushed shell and rock material (Appendix A). Depths within the survey area varied from 2'-10', with depths increasing towards the center of the Intracoastal Waterway. No seagrasses were observed within the survey area. Macroalgae was observed in shallower depths closer to the shoreline, and no wildlife was observed within the survey area.

V. Conclusions

Due to the absence of seagrass and/or benthic resources within the project survey area, modifications to the project and mitigation for potentially impacted resources are not anticipated to be necessary. Permit issuance may entail a similar investigation by the Florida Department of Environmental Protection (FDEP) and the United States Army Corps of Engineers (USACOE).

This report is submitted in partial completion of the regulatory requirements anticipated to be required in the processing of the applicable environmental permits for the proposed project. This report and the information contained herein is based on the existing site conditions observed at the time of the survey inspection. Please note that while not anticipated, site conditions, including the presence, absence, location and/or coverage of seagrass or other benthic resources within the project vicinity is subject to change based on varying environmental conditions. Should you have any questions or comments regarding the report or the information contained herein, please do not hesitate to contact the undersigned at your convenience.

Sincerely,

THE CHAPPELL GROUP INC.

Handwritten signature of Hayley De Marchis in black ink.

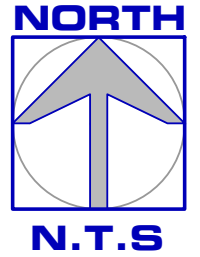
Hayley De Marchis
Project Biologist

Handwritten signature of Sarah Chappell in blue ink.

Sarah Chappell
President

FIGURE 1
LOCATION MAP

FLAGLER MEMORIAL BRIDGE



INTRACOASTAL WATERWAY

SUBJECT SITE



THE Chappell GROUP INC.
714 East McNab Road
Pompano Beach, Florida 33060
tel. 954.782.1908
fax. 954.782.1108
www.thechappellgroup.com

- Environmental Consultants
- Marina & Wetland Permitting
- Mitigation Design & Monitoring
- TSE Species Surveys
- Phase I ESAs

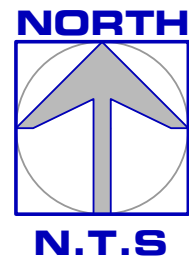
PALM BEACH BOAT SHOW-FLAGLER MUSEUM

PREPARED FOR:
YACHTING PROMOTIONS, INC.

FIGURE 1 - LOCATION MAP

Date: 8/27/18	Sheet : 1	of : 1
Proj No.: 09-0032.002		

FIGURE 2
SURVEY AERIALS



INTRACOASTAL WATERWAY



LEGEND:

- SUBJECT SITE
- ↕ TRANSECTS

THE Chappell GROUP INC.
 714 East McNab Road
 Pompano Beach, Florida 33060
 tel. 954.782.1908
 fax. 954.782.1108
www.thechappellgroup.com

- Environmental Consultants
- Marina & Wetland Permitting
- Mitigation Design & Monitoring
- T&E Species Surveys
- Phase I ESAs

PALM BEACH BOAT SHOW-FLAGLER MUSEUM

PREPARED FOR:
YACHTING PROMOTIONS, INC.

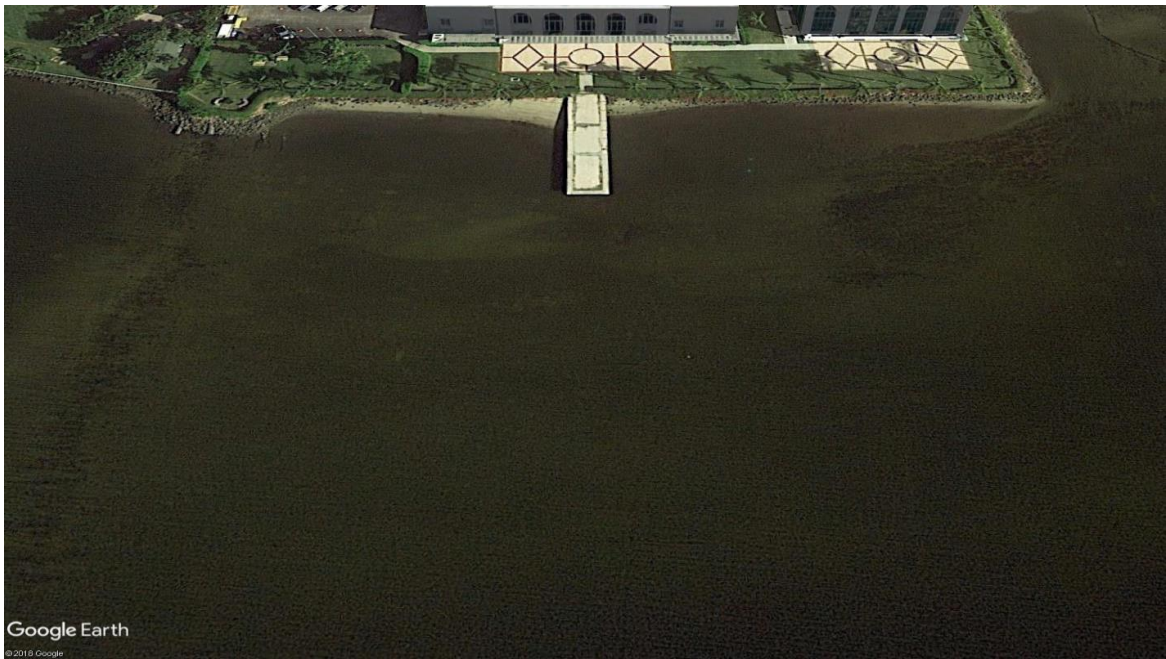
FIGURE 2 - SURVEY AERIAL

Date: 8/27/2018	Sheet: 1	of: 1
Proj No.: 09-0032.002		

APPENDIX A
SITE PHOTOGRAPHS



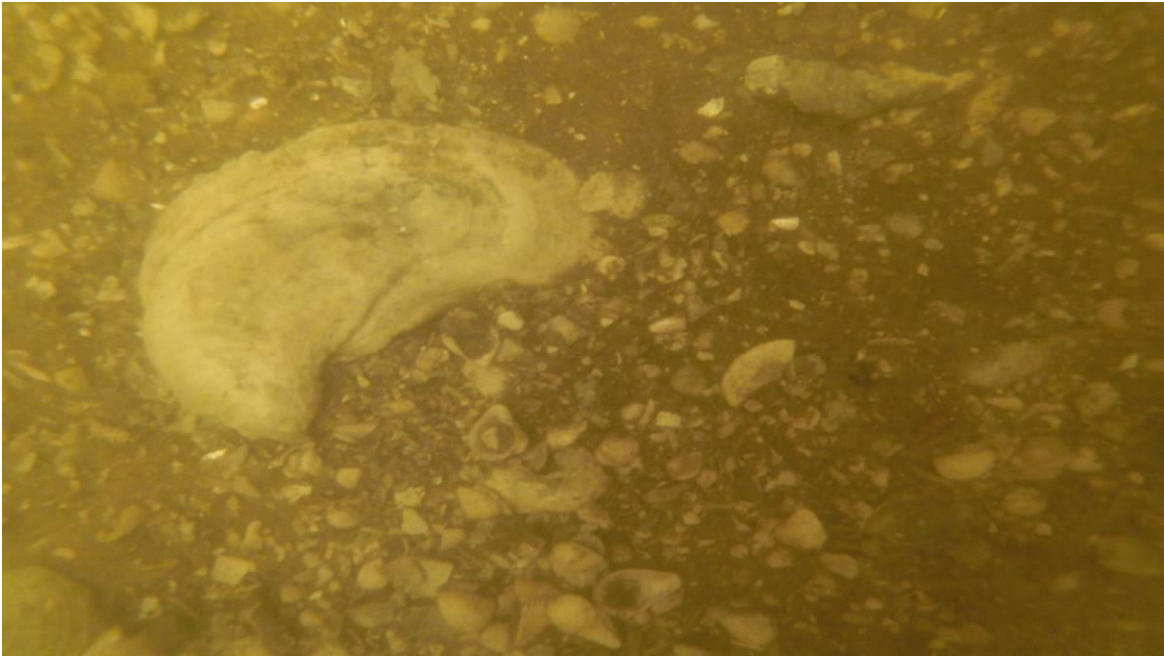
1. Aerial image taken from google earth depicting entire project site, facing north.



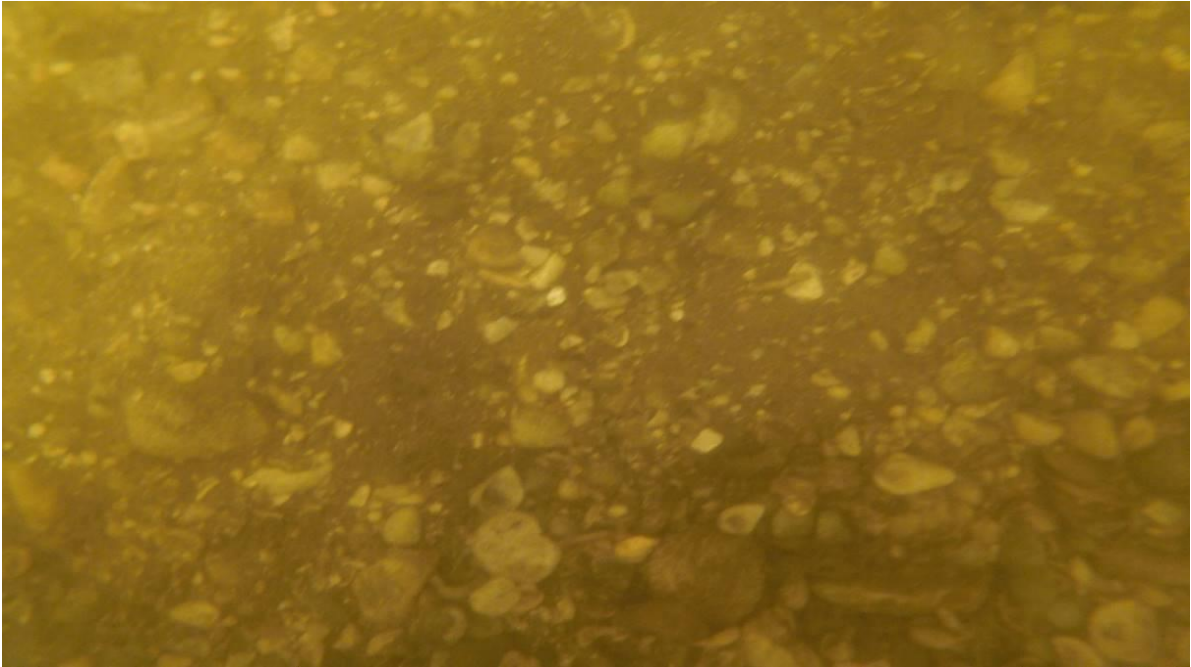
2. Aerial image taken from google earth depicting entire project site, facing east.



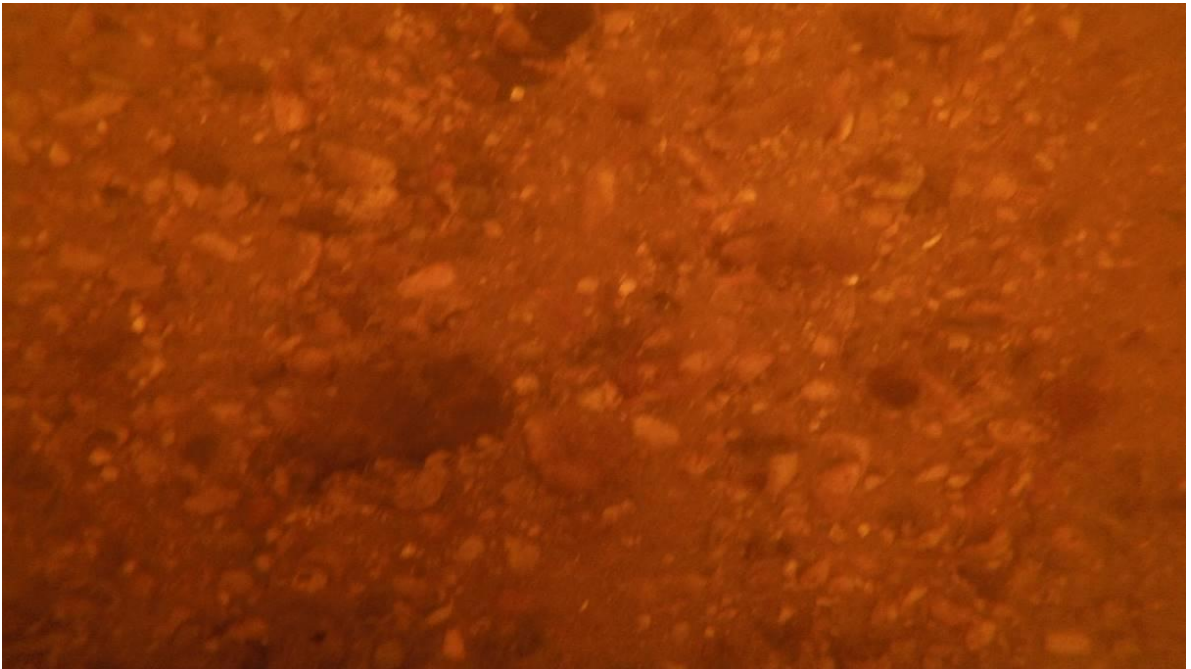
3. Western portion of the property, facing northeast.



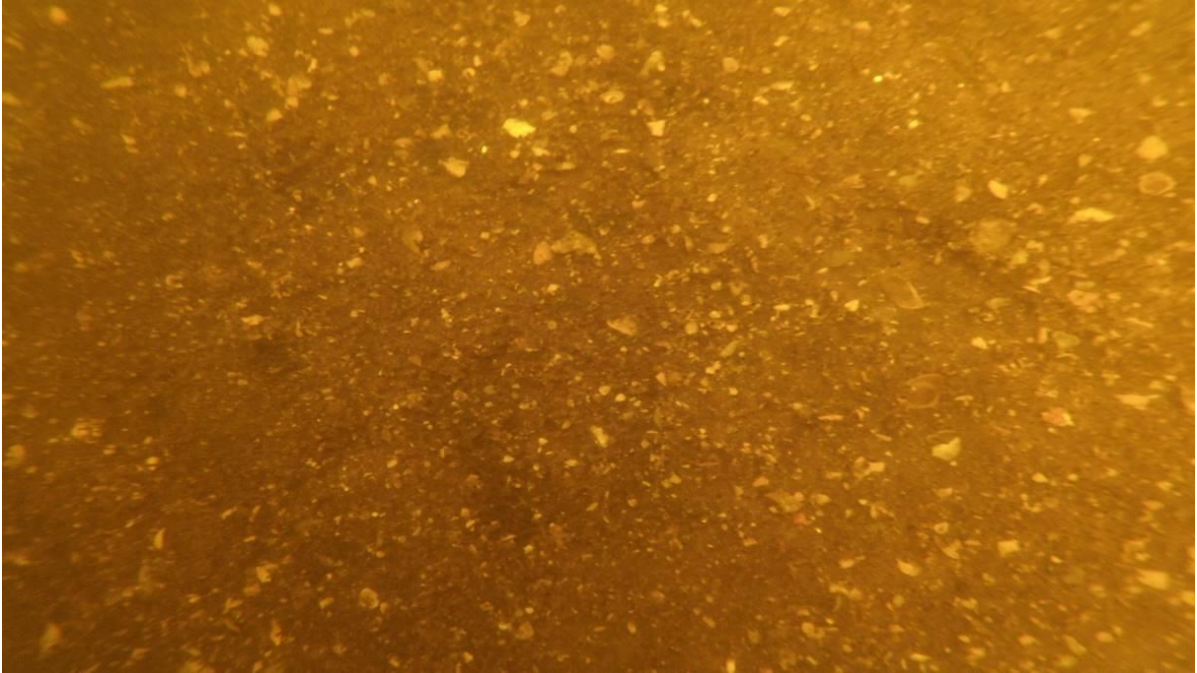
4. Northeastern portion of the subject site, $\pm 5'$ waterward of the existing shoreline. Note sand, rock, and shell substrate.



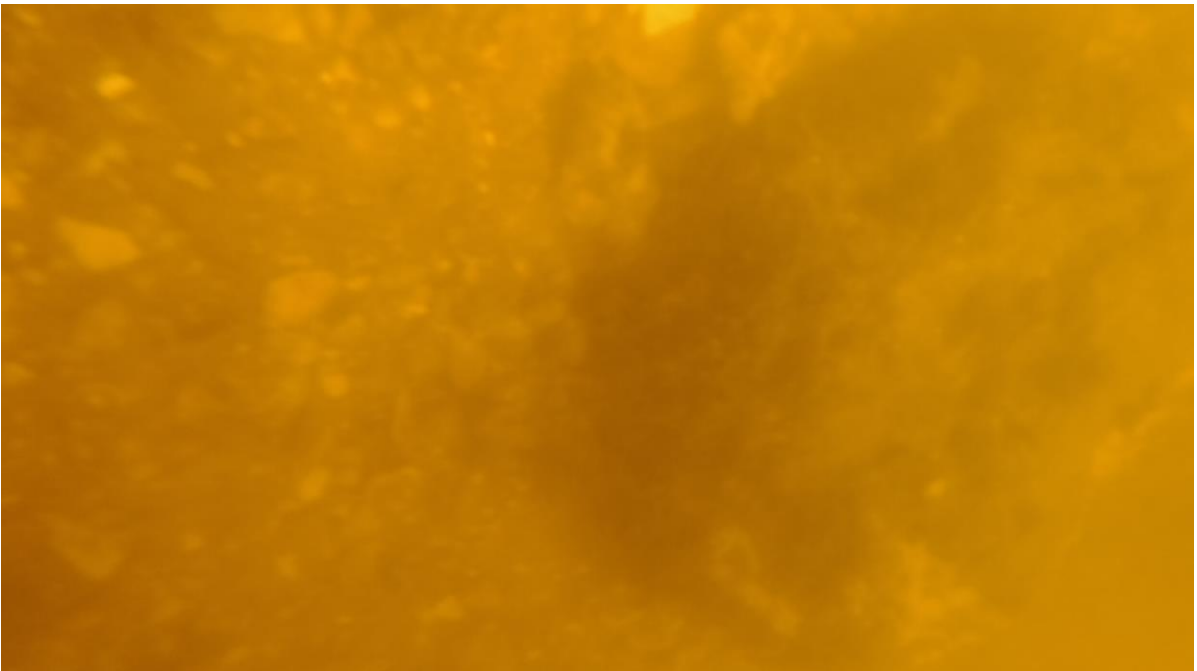
5. Central portion of the subject site, $\pm 10'$ waterward of the existing shoreline. Note sand, rock, and shell substrate.



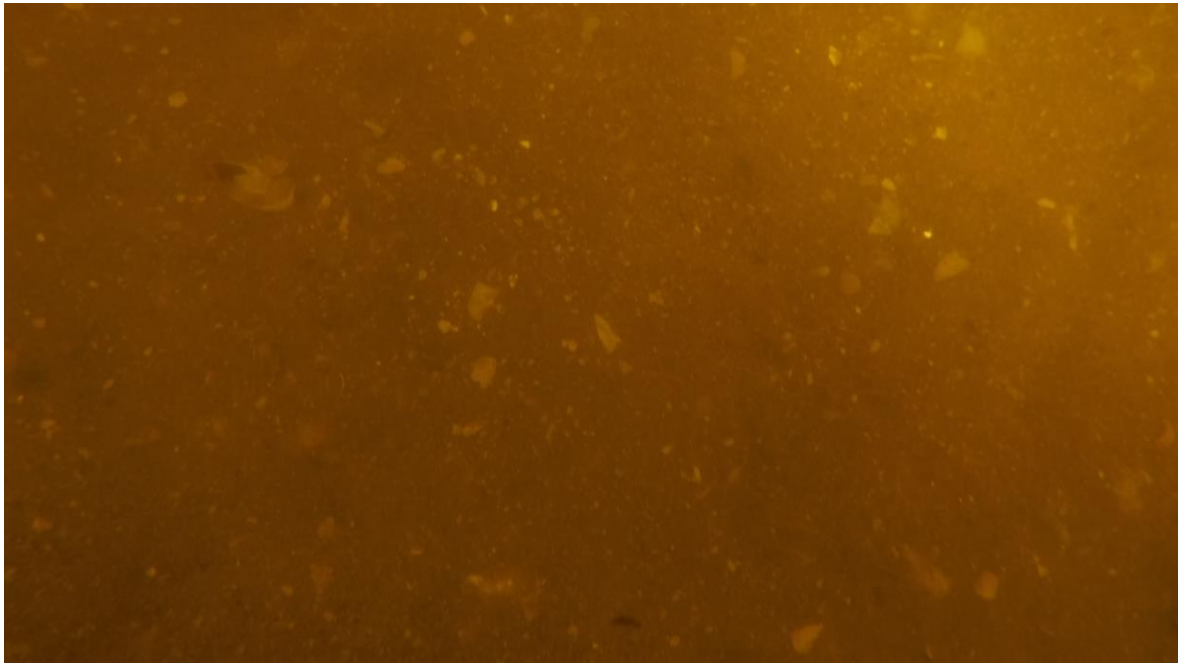
6. Southwestern portion of the subject site, $\pm 50'$ waterward of the existing shoreline. Note sand, rock, and shell substrate.



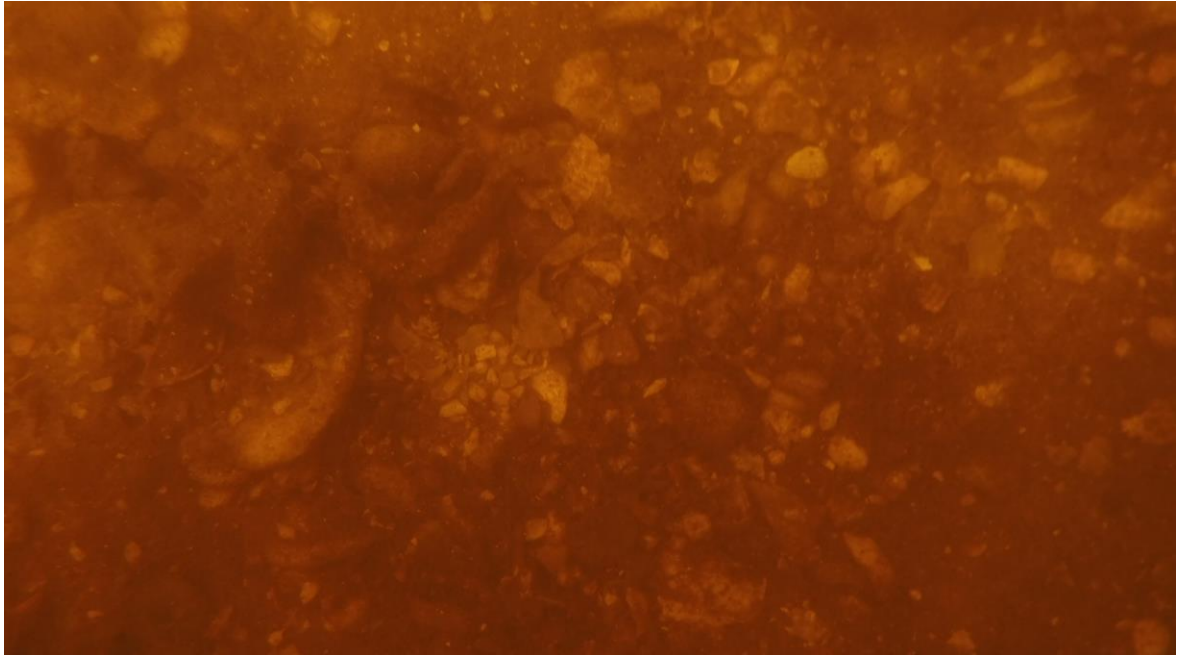
7. Central portion of the subject site, $\pm 100'$ waterward of the existing shoreline. Note sand and crushed shell substrate.



8. Central portion of the subject site, $\pm 200'$ waterward of the existing shoreline. Note sand, rock, and shell substrate.



9. Northeastern portion of the subject site, $\pm 300'$ waterward of the existing shoreline. Note sand and crushed shell substrate.



10. Southwestern portion of the subject site, $\pm 500'$ waterward of the existing shoreline. Note sand, rock, and shell substrate.

GRAPHIC SCALE
(IN FEET)
1 inch = 60 ft.

EQUIPMENT
LEGEND

COUNT	SYMBOL	DESCRIPTION
16		= STEEL 12W48 I-BEAM PILING
8		= EXHIBITOR BOATS (SIZE VARIES)
2		= 4' x 22' DOCK RAMP (W/ PLATFORMS)
2		= 10' x 20' TEMPORARY FLOATING DOCK
30		= 10' x 40' TEMPORARY FLOATING DOCK
3		= FIRE PUMP
12		= FIRE EXTINGUISHER

Legal Description
Palm Beach Boat Show, FLAGLER MUSEUM, Portion of Section 22, Township 43 South, Range 43 East, according to the plat thereof, as recorded in Plat Book 18, Page 24, of the public records of Palm Beach County, Florida.

Said lands situate, lying and being in the City of West Palm Beach, Palm Beach County, Florida and containing 358,847 square feet or 8.2380 acres, more or less.

SECURITY LOCATION

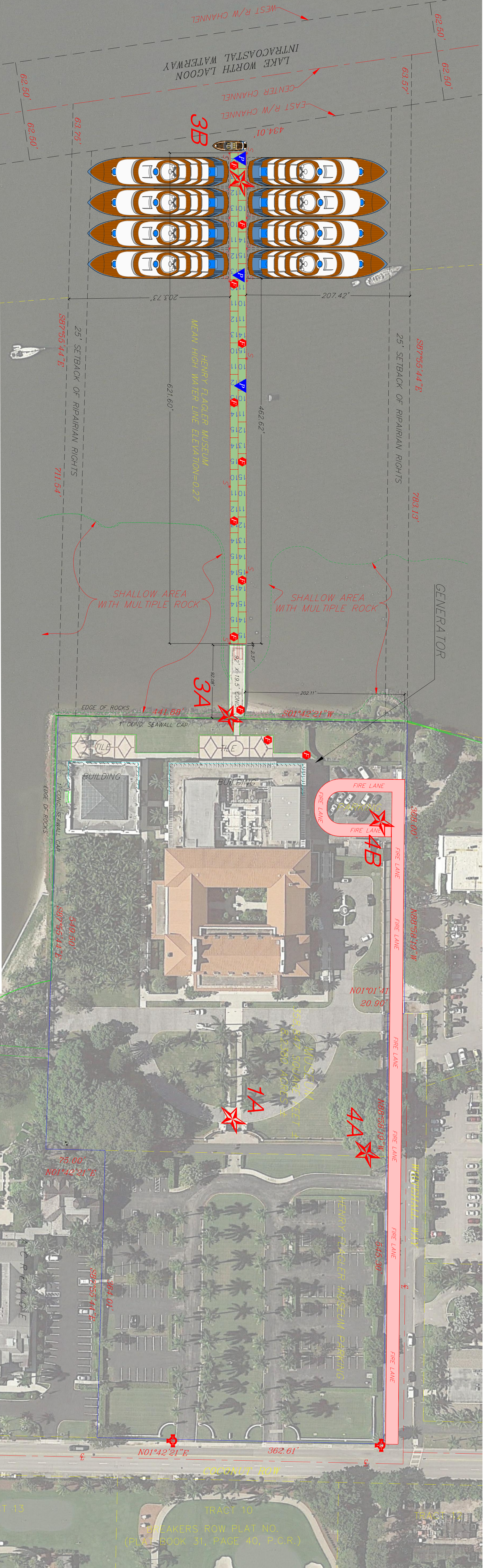
- 1A EAST MAIN ENTRANCE
- 3A DOCK ENTRANCE GATE (LAND SIDE)
- 3B DOCK ENTRANCE GATE (TENDER SIDE)
- 4A VEHICLE DROP-OFF CREDENTIAL CHECK
- 4B NORTHWEST GATE STAFF ENTRANCE

FIRE HYDRANTS (ON SITE)

PROVIDE (1) ABC TYPE, "2-A" RATED FIRE EXTINGUISHER FOR EACH 2,500 SQ.FT. MAXIMUM 75 FT. OF TRAVEL DISTANCE.

FIRE PUMPS AND HOSE SPEC. (SEE BELOW FOR INFORMATION)

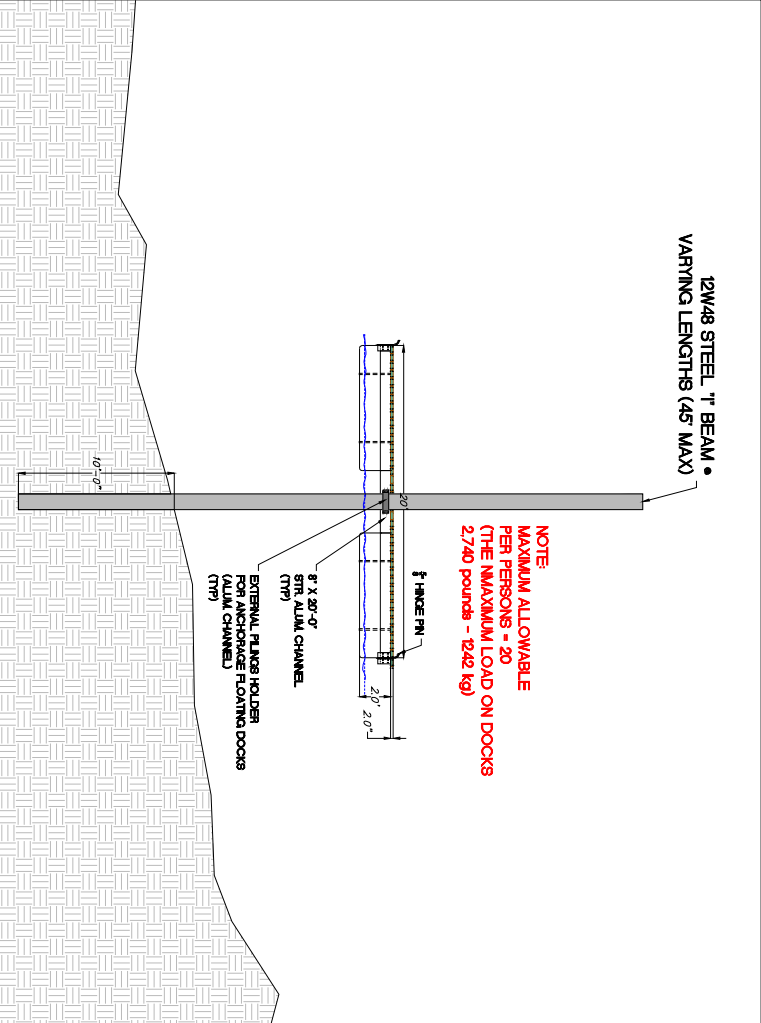
15' FIRE LANE ON SITE (SEE BELOW FOR LOCATION)



Dock Plan

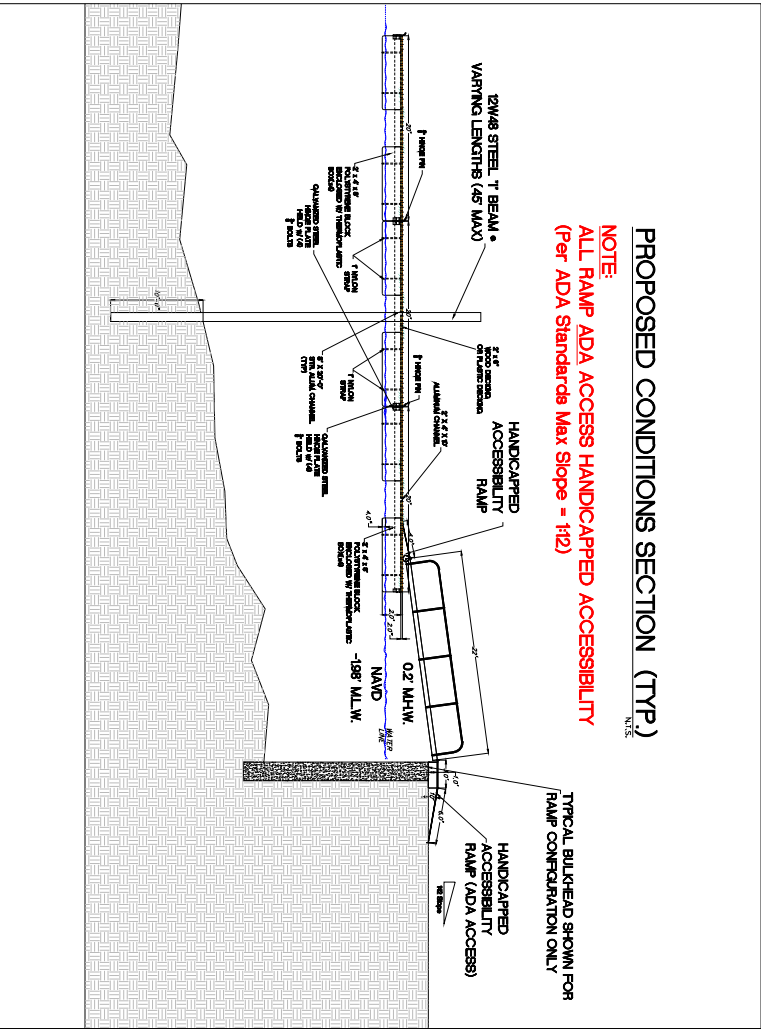
Scale 1" = 60'

NOTES:
The total boat proposed temporary floating docks = (9,600 sq.ft±) and maximum allowable on the proposed temporary floating docks occupancy = 960± per person (129,840± pounds - 64.9± US tons)



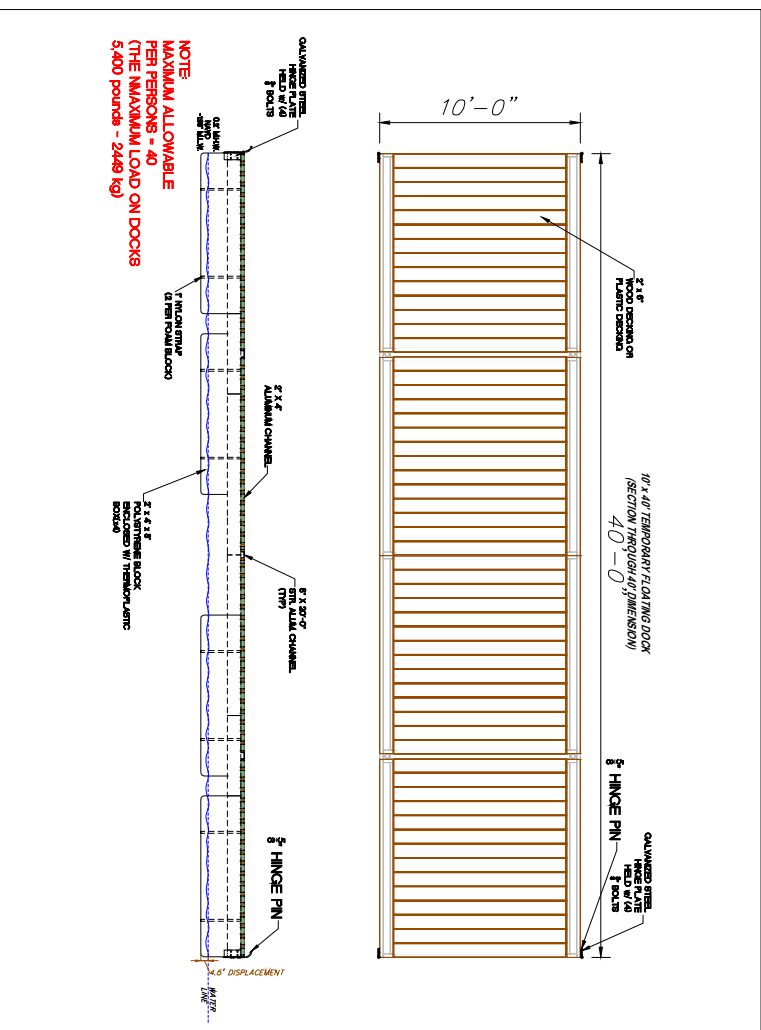
Pilings Details

Scale: N.T.S.



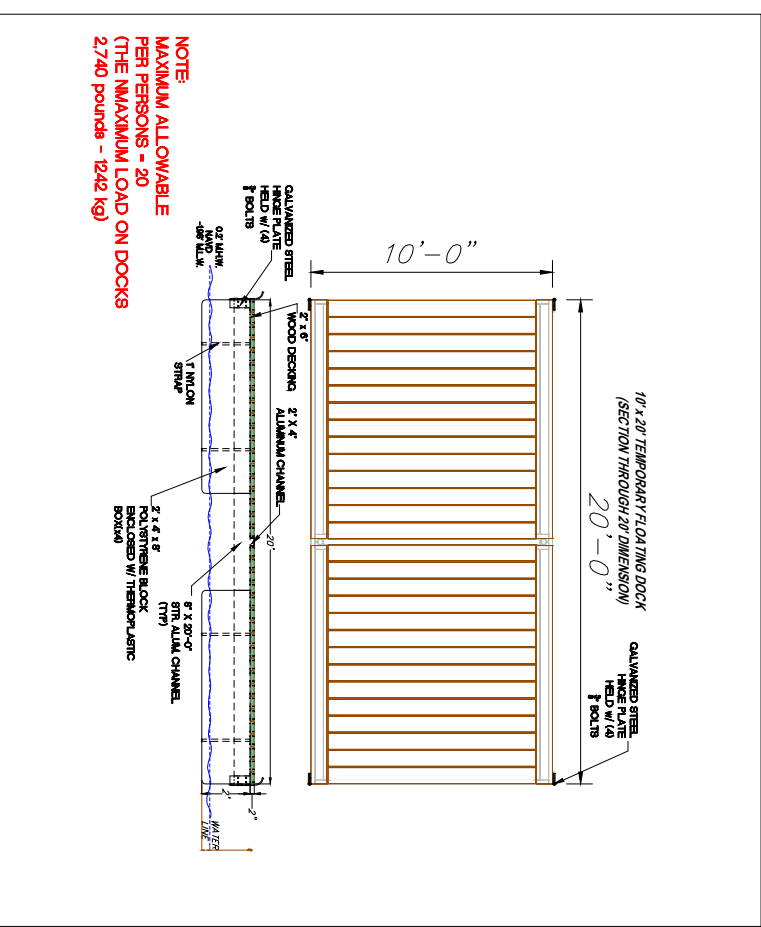
Docks & Ramps Details

Scale: N.T.S.



10' x 40' Docks Details

Scale: N.T.S.



10' x 20' Docks Details

Scale: N.T.S.

Informa
1650 SE 17th Street (Suite 412) Ft. Laud. FL 3316
www.informaexhibitions.com/USBoatshow

Henry Morrison Flagler Museum

1 Whitehall Way, Palm Beach, FL 33480

Structure & Detaill Plan

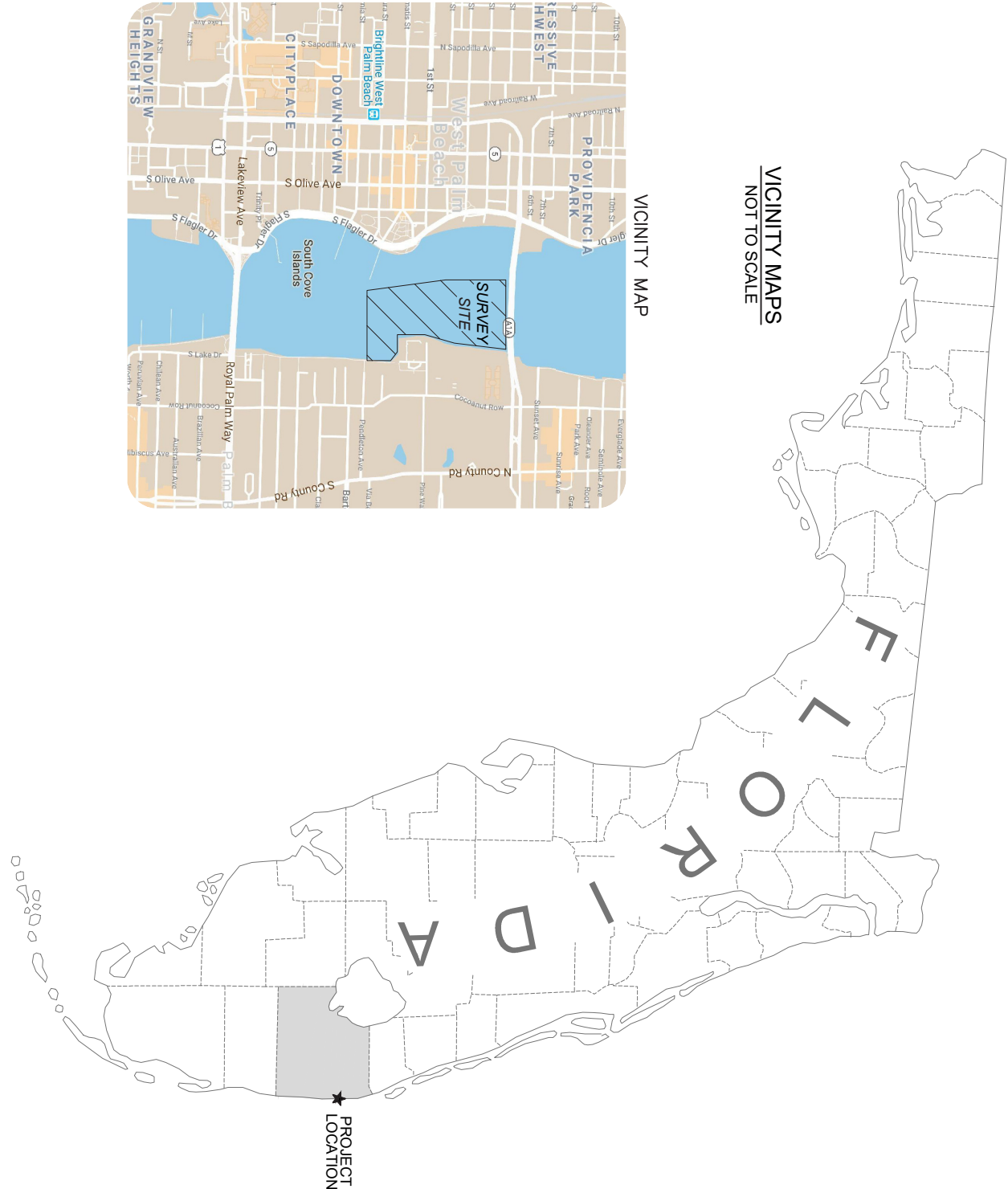
Informa

SCALE	AS SHOWN
DATE	10-18-2019
DRAWN BY	4np
JOB NUMBER	Flagler Museum
SHEET	S-1

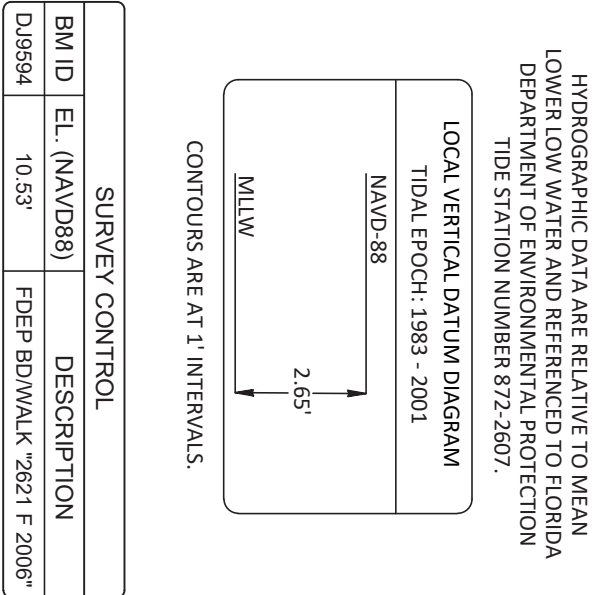
TCM Backup 11-12-19

NO.	DATE	REVISION

HYDROGRAPHIC SURVEY
PROJECT LOCATION



- SURVEY NOTES:
1. THIS IS A HYDROGRAPHIC (BATHYMETRIC) SURVEY AS DEFINED IN THE STANDARDS OF PRACTICE FOR SURVEYING AND MAPPING IN CHAPTER 91-17 FLORIDA ADMINISTRATIVE CODE.
 2. THIS SURVEY IS CERTIFIED TO NONTOPA NAMES. THIS SURVEY IS NOT TO BE USED BY OTHERS FOR CONSTRUCTION, PERMITTING, DESIGN OR ANY OTHER USE WITHOUT THE WRITTEN CONSENT OF TERRAQUATIC, INC.
 3. THIS SURVEY IS NOT TO BE USED FOR ANY OTHER PURPOSE WITHOUT THE WRITTEN CONSENT OF TERRAQUATIC, INC.
 4. THIS SURVEY IS NOT TO BE USED FOR ANY OTHER PURPOSE WITHOUT THE WRITTEN CONSENT OF TERRAQUATIC, INC.
 5. THIS MAP IS INTENDED TO BE DISPLAYED AT A SCALE OF 1" = 120' (COVER & 70' (SHEET 2) FEET OR SMALLER. THIS MAP IS NOT TO BE USED FOR ANY OTHER PURPOSE WITHOUT THE WRITTEN CONSENT OF TERRAQUATIC, INC.
 6. THIS SURVEY IS NOT TO BE USED FOR ANY OTHER PURPOSE WITHOUT THE WRITTEN CONSENT OF TERRAQUATIC, INC.
 7. GEOGRAPHIC AND PLANE COORDINATES SHOWN HEREON ARE RELATIVE TO THE NORTH AMERICA DATUM OF 1983, FLORIDA STATE PLANE, ZONE 901, TRANSVERSE MERCATOR PROJECTION IN THE U.S. SURVEY FOOT UNIT.
 8. LOCATIONS OF ALL IMPROVEMENTS WERE OBTAINED USING REAL TIME KINEMATIC GPS METHODOLOGIES WITH BROADCAST CORRECTIONS FROM THE FLORIDA DEPARTMENT OF TRANSPORTATION REFERENCE NETWORK AND ARE ACCURATE TO THIRD ORDER, CLASS II.
 9. THIS SURVEY IS NOT TO BE USED FOR ANY OTHER PURPOSE WITHOUT THE WRITTEN CONSENT OF TERRAQUATIC, INC.
 10. MULTI-BEAM AND SIDE SCAN SONAR SURVEY SHOULD BE PERFORMED TO DETERMINE NAVIGATIONAL SOUNDERS WITH A 200KHZ TRANSDUCER IN CONJUNCTION WITH REAL TIME KINEMATIC GPS METHODOLOGIES WITH BROADCAST CORRECTIONS FROM THE FLORIDA DEPARTMENT OF TRANSPORTATION REFERENCE NETWORK AND ARE ACCURATE TO THIRD ORDER, CLASS II.
 11. HYDROGRAPHIC DATA ARE IN FEET RELATIVE TO MEAN LOWER LOW WATER (MLLW) AND REFERENCED TO FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION TIDE STATION NUMBER 872-2607.
 12. THE STATION IS LOCATED APPROXIMATELY 1.1 MILE NORTH OF THE PROJECT AREA AND HAS A PUBLISHED TIDE STATION NUMBER 872-2607.
 13. THE CONTOURS SHOWN HEREON WERE COMPUTED USING INTERPOLATED FROM SINGLE BEAM SONAR DATA COLLECTED ALONG APPROXIMATELY 75 (TWENTY FIVE) FOOT SPACED TRANSECTS AND CAN BE CONSIDERED AS INDICATING THE GENERAL SEASOON CONDITIONS EXISTING AT THE TIME OF THE SURVEY.
 13. THIS SURVEY WAS COMPLETED BETWEEN SEPTEMBER 17 & 18, 2019.



NOTICE: UNDERGROUND AND SUBSEQUENT IMPROVEMENTS WERE NOT LOCATED AS PART OF THIS SURVEY

811 Know what's below.
Call before you dig.

PREPARED FOR:

informa markets

1650 SE 17th ST, SUITE 412
FORT LAUDERDALE, FL

TERRAQUATIC
SURVEYING AND MAPPING

TERRAQUATIC, INC. - PHONE: (561) 400-8348
12220 TANGELO TERR, UNIT A12 - DELRAY BEACH, FLORIDA 33444

CERTIFICATION:

KENNETH C. JACKSON, PSM
FLORIDA REGISTRATION LS#499 - CERTIFICATE OF AUTHORIZATION NO. 7324

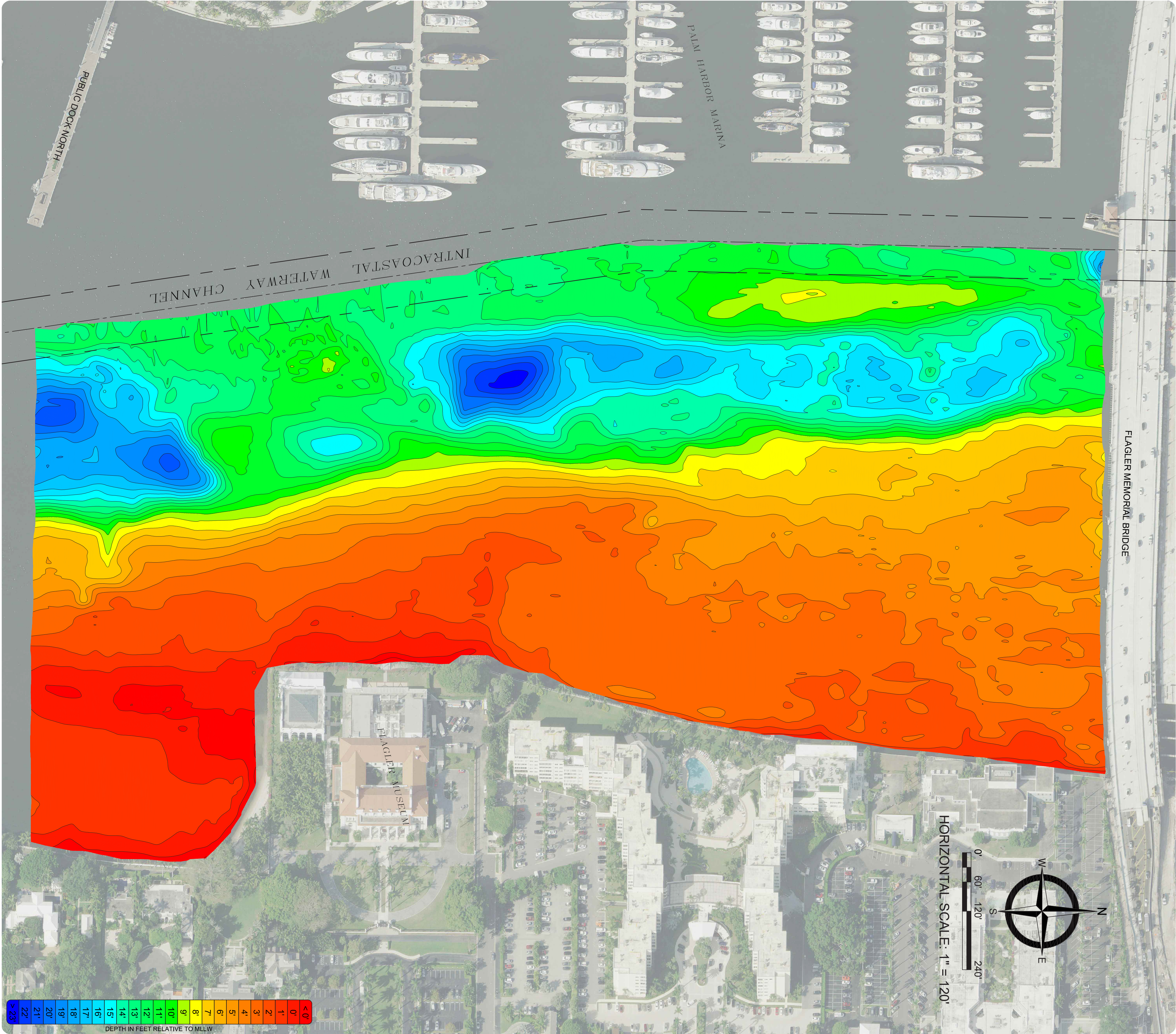
PALM BEACH BOAT SHOW
HYDROGRAPHIC SURVEY
COVER SHEET

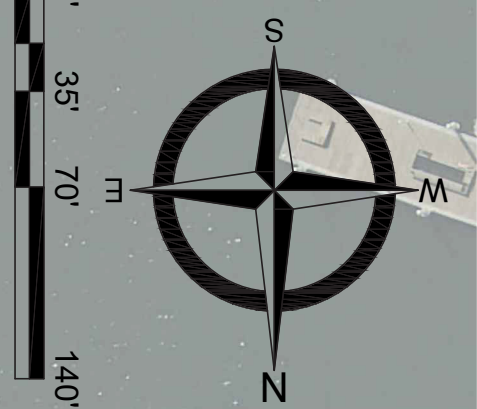
WEST PALM BEACH, PALM BEACH - COUNTY, FLORIDA

DRAWN BY: BL
JOB NO.: 19-035
DATE: 9/19/19

CHECKED BY: KCL
DATE:

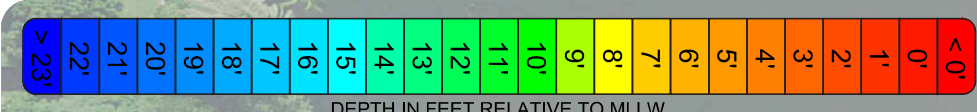
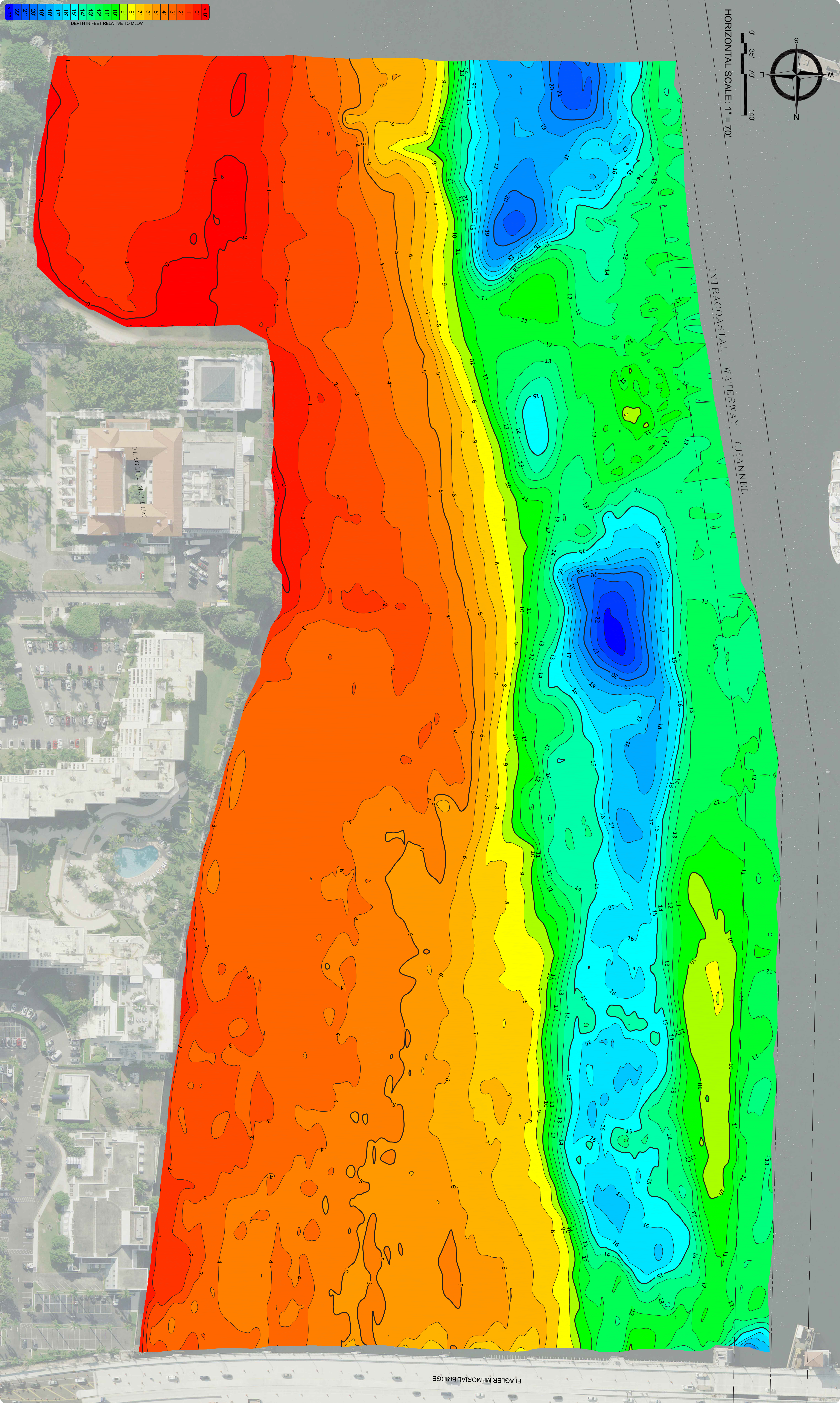
SHEET
1
of 2





HORIZONTAL SCALE: 1" = 70'

INTRACOASTAL WATERWAY CHANNEL



DEPTH IN FEET RELATIVE TO MLLW

PREPARED FOR:



1650 SE 17th ST, SUITE 412
FORT LAUDERDALE, FL



TERRAQUATIC, INC. - PHONE: (561) 400-8348
1220 TANGELO TERR, UNIT A12 - DELRAY BEACH, FLORIDA 33444

PALM BEACH BOAT SHOW
HYDROGRAPHIC SURVEY
CONTOUR MAP

WEST PALM BEACH, PALM BEACH COUNTY, FLORIDA

DRAWN BY: BL	CHECKED BY: KCL
JOB NO.: 19-035	DATE: 9/19/19
REV DESCRIPTION	DATE

2020 PBIBS

Security Detail

2020 Palm Beach Boat Show Flagler Museum										
Security Detail (Preliminary)						Security Rates		Expenses		
Monday, March 23, 2020										
No. Mgrs.	No. Supv	No. Guards	No. Bag Check	Mag Operator	Exhibitor Gate	SM Set-Up		Total Hours HH:MM	Guard Station Number	Location
						Hours				
						Start	Stop			
		1				3/23/20 8:00 AM	3/23/20 8:00 PM	12h	1	East Main Entrance-Checking credentials of guests and crew
		1				3/23/20 8:00 AM	3/23/20 8:00 PM	12h	2	Northwest Whitehall road entrance-Stop cars from entering and check credentials
		1				3/23/20 8:00 AM	3/23/20 8:00 PM	12h	3	Dock entrance-checking credentials of crew
		1				3/23/20 8:00 AM	3/23/20 8:00 PM	12h	5	Interior Rover Main Building
		1				3/23/20 8:00 AM	3/23/20 8:00 PM	12h	6	Interior Rover Main Pavilion
		1				3/23/20 8:00 AM	3/23/20 8:00 PM	12h	7	Southwest fence rover
		1				3/23/20 8:00 AM	3/23/20 8:00 PM	12h	8	Northwest Staff entrance credentials
		1				3/23/20 8:00 AM	3/23/20 8:00 PM	12h	8	Breaker
	1					3/23/20 8:00 AM	3/23/20 8:00 PM	12h	5	Supervisor
		1				3/23/20 8:00 PM	3/24/20 8:00 AM	12h	1	East Main Entrance-Checking credentials of guests and crew
		1				3/23/20 8:00 PM	3/24/20 8:00 AM	12h	2	Northwest Whitehall road entrance-Stop cars from entering and check credentials
	1					3/23/20 8:00 PM	3/24/20 8:00 AM	12h	3	Dock entrance-checking credentials of crew
	1					3/23/20 8:00 PM	3/24/20 8:00 AM	12h	5	Supervisor/Breaker
0	2	11	0	0	0			156:00:00		
Tuesday, March 24, 2020										
No. Mgrs.	No. Supv	No. Guards	No. Bag Check	Mag Operator	Exhibitor Gate	SM Set-Up		Total Hours HH:MM	Guard Station Number	Location
						Hours				
						Start	Stop			
		1				3/24/20 8:00 AM	3/24/20 8:00 PM	12h	1	East Main Entrance-Checking credentials of guests and crew
		1				3/24/20 8:00 AM	3/24/20 8:00 PM	12h	2	Northwest Whitehall road entrance-Stop cars from entering and check credentials
		1				3/24/20 8:00 AM	3/24/20 8:00 PM	12h	3	Dock entrance-checking credentials of crew
		1				3/24/20 8:00 AM	3/24/20 8:00 PM	12h	5	Interior Rover Main Building
		1				3/24/20 8:00 AM	3/24/20 8:00 PM	12h	6	Interior Rover Main Pavilion
		1				3/24/20 8:00 AM	3/24/20 8:00 PM	12h	7	Southwest fence rover
		1				3/24/20 8:00 AM	3/24/20 8:00 PM	12h	8	Northwest Staff entrance credentials
		1				3/24/20 8:00 AM	3/24/20 8:00 PM	12h	8	Breaker
	1					3/24/20 8:00 AM	3/24/20 8:00 PM	12h	5	Supervisor
		1				3/24/20 8:00 PM	3/25/20 8:00 AM	12h	1	East Main Entrance-Checking credentials of guests and crew
		1				3/24/20 8:00 PM	3/25/20 8:00 AM	12h	2	Northwest Whitehall road entrance-Stop cars from entering and check credentials
	1					3/24/20 8:00 PM	3/25/20 8:00 AM	12h	3	Dock entrance-checking credentials of crew
	1					3/24/20 8:00 PM	3/25/20 8:00 AM	12h	5	Supervisor/Breaker
0	2	11	0	0	0			156:00:00		
Wednesday, March 25, 2020										
No. Mgrs.	No. Supv	No. Guards	No. Bag Check	Mag Operator	Exhibitor Gate	SM Set-Up		Total Hours HH:MM	Guard Station Number	Location
						Hours				
						Start	Stop			
		1				3/25/20 8:00 AM	3/25/20 8:00 PM	12h	1	East Main Entrance-Checking credentials of guests and crew
		1				3/25/20 8:00 AM	3/25/20 8:00 PM	12h	2	Northwest Whitehall road entrance-Stop cars from entering and check credentials
		1				3/25/20 8:00 AM	3/25/20 8:00 PM	12h	3	Dock entrance-checking credentials of crew
		1				3/25/20 8:00 AM	3/25/20 8:00 PM	12h	5	Interior Rover Main Building
		1				3/25/20 8:00 AM	3/25/20 8:00 PM	12h	6	Interior Rover Main Pavilion
		1				3/25/20 8:00 AM	3/25/20 8:00 PM	12h	7	Southwest fence rover
		1				3/25/20 8:00 AM	3/25/20 8:00 PM	12h	8	Northwest Staff entrance credentials
		1				3/25/20 8:00 AM	3/25/20 8:00 PM	12h	8	Breaker
	1					3/25/20 8:00 AM	3/25/20 8:00 PM	12h	5	Supervisor
		1				3/25/20 8:00 PM	3/26/20 8:00 AM	12h	1	East Main Entrance-Checking credentials of guests and crew
		1				3/25/20 8:00 PM	3/26/20 8:00 AM	12h	2	Northwest Whitehall road entrance-Stop cars from entering and check credentials
		1				3/25/20 8:00 PM	3/26/20 8:00 AM	12h	3	Dock entrance-checking credentials of crew
	1					3/25/20 8:00 PM	3/26/20 8:00 AM	12h	8	Grounds rover
	1					3/25/20 8:00 PM	3/26/20 8:00 AM	12h	5	Supervisor/Breaker
0	2	12	0	0	0			168:00:00		
Thursday, March 26, 2020										
No. Mgrs.	No. Supv	No. Guards	No. Bag Check	Mag Operator	Exhibitor Gate	Show Days		Total Hours HH:MM	Guard Station Number	Location
						Hours				
						Start	Stop			
		1				3/26/20 8:00 AM	3/26/20 8:00 PM	12h	1	East Main Entrance-Metrasens Catcher
		1				3/26/20 8:00 AM	3/26/20 8:00 PM	12h	1	East Main Entrance-Wander
		1				3/26/20 8:00 AM	3/26/20 8:00 PM	12h	1	East Main Entrance-Bag Check
		1				3/26/20 8:00 AM	3/26/20 8:00 PM	12h	1	East Main Entrance-Exit only
		1				3/26/20 8:00 AM	3/26/20 8:00 PM	12h	1	East Main Entrance-Metrasens Stager
		1				3/26/20 8:00 AM	3/26/20 8:00 PM	12h	2	Northwest Whitehall road entrance-Stop cars from entering and check credentials
		1				3/26/20 8:00 AM	3/26/20 8:00 PM	12h	4	VIP Tender Dock giving out wristbands
		1				3/26/20 8:00 AM	3/26/20 8:00 PM	12h	5	Interior Rover Main Building
		1				3/26/20 8:00 AM	3/26/20 8:00 PM	12h	6	Interior Rover Main Pavilion
		1				3/26/20 8:00 AM	3/26/20 8:00 PM	12h	7	Southwest fence rover
		1				3/26/20 8:00 AM	3/26/20 8:00 PM	12h	8	Northwest Staff entrance credentials
		1				3/26/20 8:00 AM	3/26/20 8:00 PM	12h	9	VIP Parking Lot
		1				3/26/20 8:00 AM	3/26/20 8:00 PM	12h	8	Rover/Breaker
		1				3/26/20 8:00 AM	3/26/20 8:00 PM	12h	8	Rover/Breaker
	1					3/26/20 8:00 AM	3/26/20 8:00 PM	12h	5	Supervisor
		1				3/26/20 8:00 AM	3/26/20 8:00 PM	12h	M	Manager
		1				3/26/20 8:00 PM	3/27/20 8:00 AM	12h	1	East Main Entrance-Checking credentials of guests and crew
		1				3/26/20 8:00 PM	3/27/20 8:00 AM	12h	2	Northwest Whitehall road entrance-Stop cars from entering and check credentials
		1				3/26/20 8:00 PM	3/27/20 8:00 AM	12h	3	Dock entrance-checking credentials of crew
	1					3/26/20 8:00 PM	3/27/20 8:00 AM	12h	8	Grounds rover
	1					3/26/20 8:00 PM	3/27/20 8:00 AM	12h	5	Supervisor/Breaker
1	2	18	0	0	0			252:00:00		
Friday, March 27, 2020										
No. Mgrs.	No. Supv	No. Guards	No. Bag Check	Mag Operator	Exhibitor Gate	Show Days		Total Hours HH:MM	Guard Station Number	Location
						Hours				
						Start	Stop			
		1				3/27/20 8:00 AM	3/27/20 8:00 PM	12h	1	East Main Entrance-Metrasens 1
		1				3/27/20 8:00 AM	3/27/20 8:00 PM	12h	1	East Main Entrance-Wander
		1				3/27/20 8:00 AM	3/27/20 8:00 PM	12h	1	East Main Entrance-Bag Check
		1				3/27/20 8:00 AM	3/27/20 8:00 PM	12h	1	East Main Entrance-Exit only
		1				3/27/20 8:00 AM	3/27/20 8:00 PM	12h	1	East Main Entrance-Metrasens Greeter
		1				3/27/20 8:00 AM	3/27/20 8:00 PM	12h	2	Northwest Whitehall road entrance-Stop cars from entering and check credentials
		1				3/27/20 8:00 AM	3/27/20 8:00 PM	12h	4	VIP Tender Dock giving out wristbands
		1				3/27/20 8:00 AM	3/27/20 8:00 PM	12h	5	Interior Rover Main Building
		1				3/27/20 8:00 AM	3/27/20 8:00 PM	12h	6	Interior Rover Main Pavilion
		1				3/27/20 8:00 AM	3/27/20 8:00 PM	12h	7	Southwest fence rover
		1				3/27/20 8:00 AM	3/27/20 8:00 PM	12h	8	Northwest Staff entrance credentials
		1				3/27/20 8:00 AM	3/27/20 8:00 PM	12h	9	VIP Parking Lot

TCM Backup 11

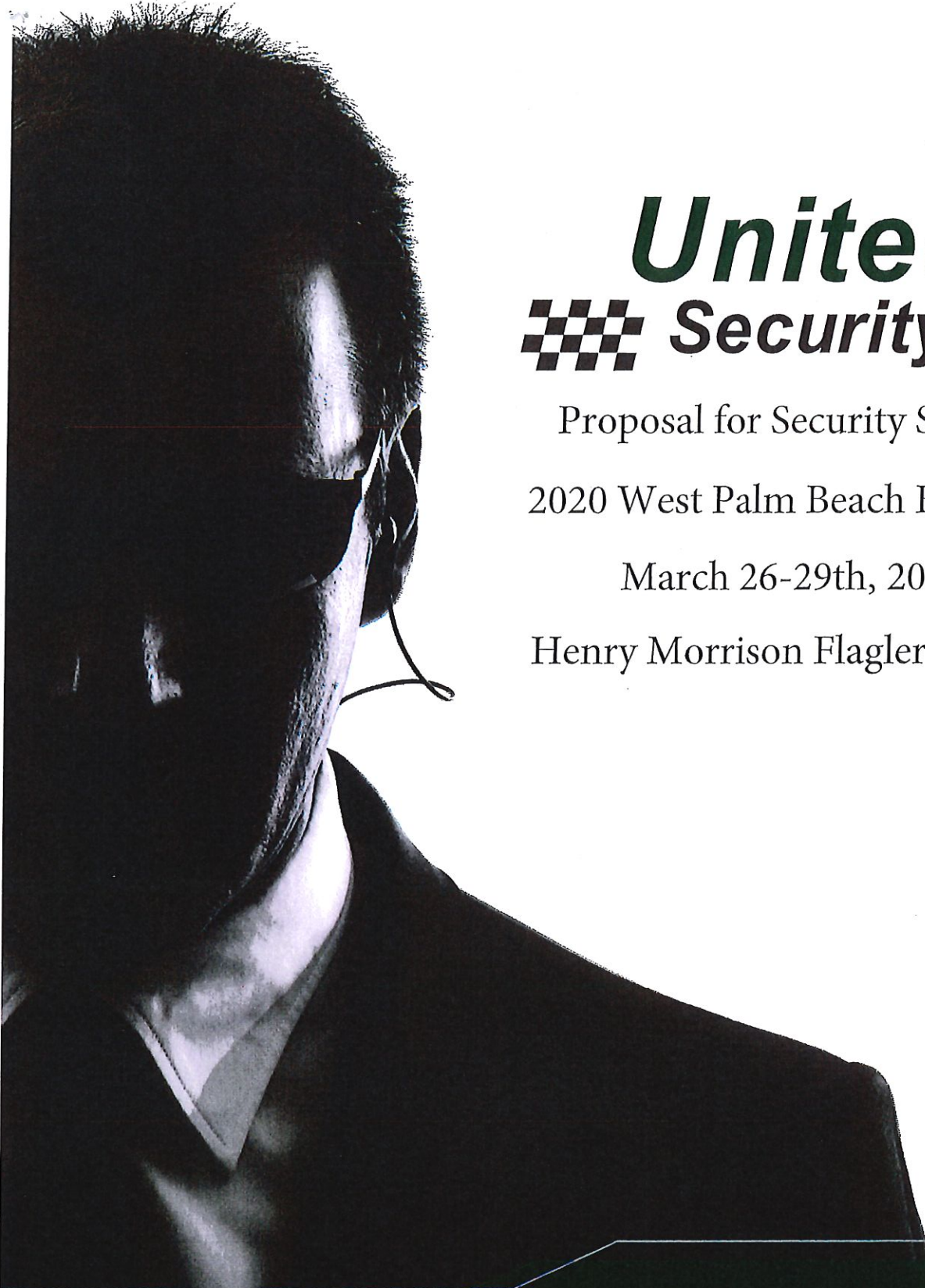
34

2020 PBIBS
Security Detail

		1				3/27/20 8:00 AM	3/27/20 8:00 PM	12h		B Rover/Breaker
		1				3/27/20 8:00 AM	3/27/20 8:00 PM	12h		B Rover/Breaker
1						3/27/20 8:00 AM	3/27/20 8:00 PM	12h		S Supervisor
						3/27/20 8:00 AM	3/27/20 8:00 PM	12h		M Manager
		1				3/27/20 8:00 PM	3/28/20 8:00 AM	12h		1 East Main Entrance-Checking credentials of guests and crew
		1				3/27/20 8:00 PM	3/28/20 8:00 AM	12h		2 Northwest Whitehall road entrance-Stop cars from entering and check credentials
		1				3/27/20 8:00 PM	3/28/20 8:00 AM	12h		3 Dock entrance-checking credentials of crew
		1				3/27/20 8:00 PM	3/28/20 8:00 AM	12h		R Grounds rover
1						3/27/20 8:00 PM	3/28/20 8:00 AM	12h		S Supervisor/Breaker
1	2	18	0	0	0			252:00:00		
Saturday, March 28, 2020										
Show Days										
No. Mgrs.	No. Supv	No. Guards	No. Bag Check	Mag Operator	Exhibitor Gate	Hours		Total Hours HH:MM	Guard Station Number	Location
		1				3/28/20 8:00 AM	3/28/20 8:00 PM	12h	1	East Main Entrance-Metrasens 1
		1				3/28/20 8:00 AM	3/28/20 8:00 PM	12h	1	East Main Entrance-Wander
		1				3/28/20 8:00 AM	3/28/20 8:00 PM	12h	1	East Main Entrance-Bag Check
		1				3/28/20 8:00 AM	3/28/20 8:00 PM	12h	1	East Main Entrance-Exit only
		1				3/28/20 8:00 AM	3/28/20 8:00 PM	12h	1	East Main Entrance-Metrasens Greeter
		1				3/28/20 8:00 AM	3/28/20 8:00 PM	12h	2	Northwest Whitehall road entrance-Stop cars from entering and check credentials
		1				3/28/20 8:00 AM	3/28/20 8:00 PM	12h	4	VIP Tender Dock giving out wristbands
		1				3/28/20 8:00 AM	3/28/20 8:00 PM	12h	5	Interior Rover Main Building
		1				3/28/20 8:00 AM	3/28/20 8:00 PM	12h	6	Interior Rover Main Pavilion
		1				3/28/20 8:00 AM	3/28/20 8:00 PM	12h	7	Southwest fence rover
		1				3/28/20 8:00 AM	3/28/20 8:00 PM	12h	8	Northwest Staff entrance credentials
		1				3/28/20 8:00 AM	3/28/20 8:00 PM	12h	9	VIP Parking Lot
		1				3/28/20 8:00 AM	3/28/20 8:00 PM	12h		B Rover/Breaker
		1				3/28/20 8:00 AM	3/28/20 8:00 PM	12h		B Rover/Breaker
1						3/28/20 8:00 AM	3/28/20 8:00 PM	12h		S Supervisor
		1				3/28/20 8:00 AM	3/28/20 8:00 PM	12h		M Manager
		1				3/28/20 8:00 PM	3/29/20 8:00 AM	12h	1	East Main Entrance-Checking credentials of guests and crew
		1				3/28/20 8:00 PM	3/29/20 8:00 AM	12h	2	Northwest Whitehall road entrance-Stop cars from entering and check credentials
		1				3/28/20 8:00 PM	3/29/20 8:00 AM	12h	3	Dock entrance-checking credentials of crew
		1				3/28/20 8:00 PM	3/29/20 8:00 AM	12h	R	Grounds rover
1						3/28/20 8:00 PM	3/29/20 8:00 AM	12h	S	Supervisor/Breaker
0	3	18	0	0	0			252:00:00		
Sunday, March 29, 2020										
Show Days										
No. Mgrs.	No. Supv	No. Guards	No. Bag Check	Mag Operator	Exhibitor Gate	Hours		Total Hours HH:MM	Guard Station Number	Location
		1				3/29/20 8:00 AM	3/29/20 8:00 PM	12h	1	East Main Entrance-Metrasens 1
		1				3/29/20 8:00 AM	3/29/20 8:00 PM	12h	1	East Main Entrance-Wander
		1				3/29/20 8:00 AM	3/29/20 8:00 PM	12h	1	East Main Entrance-Bag Check
		1				3/29/20 8:00 AM	3/29/20 8:00 PM	12h	1	East Main Entrance-Exit only
		1				3/29/20 8:00 AM	3/29/20 8:00 PM	12h	1	East Main Entrance-Metrasens Greeter
		1				3/29/20 8:00 AM	3/29/20 8:00 PM	12h	2	Northwest Whitehall road entrance-Stop cars from entering and check credentials
		1				3/29/20 8:00 AM	3/29/20 8:00 PM	12h	4	VIP Tender Dock giving out wristbands
		1				3/29/20 8:00 AM	3/29/20 8:00 PM	12h	5	Interior Rover Main Building
		1				3/29/20 8:00 AM	3/29/20 8:00 PM	12h	6	Interior Rover Main Pavilion
		1				3/29/20 8:00 AM	3/29/20 8:00 PM	12h	7	Southwest fence rover
		1				3/29/20 8:00 AM	3/29/20 8:00 PM	12h	8	Northwest Staff entrance credentials
		1				3/29/20 8:00 AM	3/29/20 8:00 PM	12h	9	VIP Parking Lot
		1				3/29/20 8:00 AM	3/29/20 8:00 PM	12h		B Rover/Breaker
		1				3/29/20 8:00 AM	3/29/20 8:00 PM	12h		B Rover/Breaker
1						3/29/20 8:00 AM	3/29/20 8:00 PM	12h		S Supervisor
		1				3/29/20 8:00 AM	3/29/20 8:00 PM	12h		M Manager
		1				3/29/20 8:00 PM	3/30/20 8:00 AM	12h	1	East Main Entrance-Checking credentials of guests and crew
		1				3/29/20 8:00 PM	3/30/20 8:00 AM	12h	2	Northwest Whitehall road entrance-Stop cars from entering and check credentials
		1				3/29/20 8:00 PM	3/30/20 8:00 AM	12h	3	Dock entrance-checking credentials of crew
		1				3/29/20 8:00 PM	3/30/20 8:00 AM	12h	R	Grounds rover
1						3/29/20 8:00 PM	3/30/20 8:00 AM	12h	S	Supervisor/Breaker
1	2	18	0	0	0			252:00:00		
Monday, March 30, 2020										
Exhibitor Move-Out										
No. Mgrs.	No. Supv	No. Guards	No. Bag Check	Mag Operator	Exhibitor Gate	Hours		Total Hours HH:MM	Guard Station Number	Location
		1				3/30/20 8:00 AM	3/30/20 8:00 PM	12h	1	East Main Entrance-Checking credentials of guests and crew
		1				3/30/20 8:00 AM	3/30/20 8:00 PM	12h	2	Northwest Whitehall road entrance-Stop cars from entering and check credentials
		1				3/30/20 8:00 AM	3/30/20 8:00 PM	12h	3	Dock entrance-checking credentials of crew
		1				3/30/20 8:00 AM	3/30/20 8:00 PM	12h	5	Interior Rover Main Building
		1				3/30/20 8:00 AM	3/30/20 8:00 PM	12h	6	Interior Rover Main Pavilion
		1				3/30/20 8:00 AM	3/30/20 8:00 PM	12h	7	Southwest fence rover
		1				3/30/20 8:00 AM	3/30/20 8:00 PM	12h	8	Northwest Staff entrance credentials
		1				3/30/20 8:00 AM	3/30/20 8:00 PM	12h		B Breaker
1						3/30/20 8:00 AM	3/30/20 8:00 PM	12h	S	Supervisor
		1				3/30/20 8:00 PM	3/31/20 8:00 AM	12h	1	East Main Entrance-Checking credentials of guests and crew
		1				3/30/20 8:00 PM	3/31/20 8:00 AM	12h	2	Northwest Whitehall road entrance-Stop cars from entering and check credentials
		1				3/30/20 8:00 PM	3/31/20 8:00 AM	12h	3	Dock entrance-checking credentials of crew
		1				3/30/20 8:00 PM	3/31/20 8:00 AM	12h	S	Supervisor/Breaker
0	2	11	0	0	0			156:00:00		
Tuesday, March 31, 2020										
SM Set-Up										
No. Mgrs.	No. Supv	No. Guards	No. Bag Check	Mag Operator	Exhibitor Gate	Hours		Total Hours HH:MM	Guard Station Number	Location
		1				3/31/20 8:00 AM	3/31/20 8:00 PM	12h	1	East Main Entrance-Checking credentials of guests and crew
		1				3/31/20 8:00 AM	3/31/20 8:00 PM	12h	2	Northwest Whitehall road entrance-Stop cars from entering and check credentials
		1				3/31/20 8:00 AM	3/31/20 8:00 PM	12h	3	Dock entrance-checking credentials of crew
		1				3/31/20 8:00 AM	3/31/20 8:00 PM	12h	5	Interior Rover Main Building
		1				3/31/20 8:00 AM	3/31/20 8:00 PM	12h	6	Interior Rover Main Pavilion
		1				3/31/20 8:00 AM	3/31/20 8:00 PM	12h	7	Southwest fence rover
		1				3/31/20 8:00 AM	3/31/20 8:00 PM	12h	8	Northwest Staff entrance credentials
		1				3/31/20 8:00 AM	3/31/20 8:00 PM	12h		B Breaker
1						3/31/20 8:00 AM	3/31/20 8:00 PM	12h	S	Supervisor
		1				3/31/20 8:00 PM	4/1/20 8:00 AM	12h	1	East Main Entrance-Checking credentials of guests and crew
		1				3/31/20 8:00 PM	4/1/20 8:00 AM	12h	2	Northwest Whitehall road entrance-Stop cars from entering and check credentials
		1				3/31/20 8:00 PM	4/1/20 8:00 AM	12h	3	Dock entrance-checking credentials of crew
		1				3/31/20 8:00 PM	4/1/20 8:00 AM	12h	S	Supervisor/Breaker
0	2	14	0	0	0			156:00:00		

2020 PBIBS
Security Detail

Wednesday, April 01, 2020							Exhibitor Move-Out		Guard Station Number	Location
No. Mgns.	No. Supv	No. Guards	No. Bag Check	Mag Operator	Exhibitor Gate	Hours		Total Hours HH:MM		
						Start	Stop			
		1				4/1/20 8:00 AM	4/1/20 8:00 PM	12h	1	East Main Entrance-Checking credentials of guests and crew
		1				4/1/20 8:00 AM	4/1/20 8:00 PM	12h	2	Northwest Whitehall road entrance-Stop cars from entering and check credentials
		1				4/1/20 8:00 AM	4/1/20 8:00 PM	12h	3	Dock entrance-checking credentials of crew
		1				4/1/20 8:00 AM	4/1/20 8:00 PM	12h	5	Interior Rover Main Building
		1				4/1/20 8:00 AM	4/1/20 8:00 PM	12h	6	Interior Rover Main Pavilion
		1				4/1/20 8:00 AM	4/1/20 8:00 PM	12h	7	Southwest fence rover
		1				4/1/20 8:00 AM	4/1/20 8:00 PM	12h	8	Northwest Staff entrance credentials
		1				4/1/20 8:00 AM	4/1/20 8:00 PM	12h	B	Breaker
	1					4/1/20 8:00 AM	4/1/20 8:00 PM	12h	S	Supervisor
		1				4/1/20 8:00 PM	4/2/20 8:00 AM	12h	1	East Main Entrance-Checking credentials of guests and crew
		1				4/1/20 8:00 PM	4/2/20 8:00 AM	12h	2	Northwest Whitehall road entrance-Stop cars from entering and check credentials
		1				4/1/20 8:00 PM	4/2/20 8:00 AM	12h	3	Dock entrance-checking credentials of crew
		1				4/1/20 8:00 PM	4/2/20 8:00 AM	12h	S	Supervisor/Breaker
0	2	11	0	0	0			156:00:00		



United **Security**

Proposal for Security Services

2020 West Palm Beach Boat Show

March 26-29th, 2020

Henry Morrison Flagler Museum

United Security Services, Inc.
1550 S. Indiana Ave.
Chicago, IL 60605
(443) 691-7250
asanders@unitedhq.com

Protect | Enhance

One security company,
Serving all your needs,
Nationwide

Synopsis of Qualifications

United Service Companies (USC) was established in 1965 and has grown to become America's premiere service provider with five nationwide service divisions, including United Security Services, Inc. (USSC). United Security operates from our corporate office in Chicago, Illinois with branch locations in the Washington D.C./Baltimore area, Orlando, New Orleans, Las Vegas, Los Angeles, San Diego and many other popular destinations nationwide.

The United Security leadership, outlined on the following pages, is comprised of highly trained experts in their field and will use their knowledge to manage this site most effectively. Our management team has many hundreds of years of combined experience in law enforcement, the military, and the private security industry, making USSC one of the most knowledgeable security providers in the business.

United Security provides both armed and unarmed security. We recruit talented, career-oriented and service-minded professionals, including former law enforcement and military personnel. Through stringent pre-employment background screening we hire only the most qualified candidates.

United Security employees are certified and licensed, including a background check, and receive extensive training to develop and maintain the necessary knowledge and skills to deliver exceptional service. The proactive implementation of comprehensive training programs ensures consistency and quality, while reducing corporate liability. United Security training programs also focus heavily on hospitality and customer service. We understand that our services are a direct reflection of our customers, and our team works most diligently to uphold the standards of the clients we serve.

As a member of United Service Companies, United Security utilizes the vast resources of our parent company, including the most advanced scheduling software and communication equipment, while still being able to devote individual attention to our clients. We also offer the most competitive pricing for our unparalleled service.

United Security Services, Inc. is eager to earn your business and will do everything in our power to best accommodate the needs of our clients, to ensure the safety, security, and success of each account.

Richard A. Simon, *President and CEO, United Service Companies, Inc.*



Richard A. "Rick" Simon is the President and Chief Executive Officer of United Service Companies. United Service Companies is a Chicago-based holding company and is the parent company of United Maintenance Company, United National Maintenance, United Temps Inc., U.S. Aviation Services Corp., Inc. and United Security Services Inc.

He has been with United Service Companies since its founding in 1965. He rose through the ranks to become its president and CEO in 1985. Under his leadership, United Service Companies has blossomed from a few small accounts in Chicago to thousands of accounts from Washington D.C. to Honolulu, Hawaii. In fact, United National Maintenance is now the largest cleaning contractor of conventions and special events in the United States. Richard's commitment and passion for service have made United Service Companies one of the fastest growing cleaning, staffing and security companies in America.

As an active contributor to Chicago's business and tourism industry, Richard serves on many prestigious boards. He is the current Chairman of The Magnificent Mile Association and also serves on the boards of Gateway Green, The Chicago Police Memorial Foundation and The Illinois Hotel and Lodging Association. Richard has also been an active member of the Chicago Convention and Tourism Bureau since 1980. In fact, he served as their Chairman and in various board positions throughout the years. He is very involved with the International Association of Exhibitions & Events (IAEE), the Society of Independent Show Organizers (SISO) as well as the Exhibition Service Contractors Association (ESCA). Throughout his career, he has been recognized by his industry and peers with numerous awards and was named by Tradeshow Week as one of the most influential people in the trade show industry.

Because of Richard's leadership and dedication to his community, United Service Companies has become a major contributor to The United States Marine Corps Scholarship Foundation, the Chicago Police Foundation and the Chicago Police Memorial Foundation where he also serves on the Board of Directors.

Richard returned from the Republic of Vietnam in the winter of 1969 where he served in the United States Marine Corps from 1967 to 1970. Soon after, he began a dual career serving as a Member, Supervising Member and Command Member in law enforcement in Chicago between 1973 and 1996. While working at the Chicago Police Department, he had numerous assignments in the department and with other agencies including the Cook County Sheriff's Office and the State of Illinois

Garry F. McCarthy, *Subject Matter Expert, Domestic and International Policing*



Superintendent, CPD (RET);
Deputy Commissioner, NYPD
(RET)

Garry McCarthy is a Subject Matter Expert on Domestic and International Policing for United Service Companies. In this capacity, he facilitates all plans regarding issues related to municipal policing planning and policing needs.

Throughout his extensive law enforcement career, McCarthy has consistently delivered superior results. Through executive leadership roles, operations management techniques and implementing innovative crime control strategies, McCarthy has significantly reduced crime and streamlined efficiency.

From 2011-2015, McCarthy served as the Police Superintendent for the City of Chicago-the second largest police department in the nation. He oversaw a \$1.4 billion budget and 13,000 sworn and civilian employees. During his tenure, he worked diligently to reduce violence and crime by using proven crime-fighting and prevention strategies that helped reduce crime in other major American cities including New York City and Newark, N.J. Under McCarthy's leadership, Chicago saw four straight years of reduction in overall crime and the fewest violent crime incidents since the 1960s. Through policy and training efforts, he reduced police related shootings by 70% and police complaints by 50%. Since 2011, overall crime in Chicago fell by more than 37% across the FBI's combined major crime indices.

Prior to this role, McCarthy served as the Police Director for Newark, N.J., from 2006-2011. Under his watch, the department led the nation in murder reduction in 2008. From 2006-2008, he oversaw a 12% reduction in overall crime and reduced civilian complaints against personnel by more than 20%. He has also created innovative systems that helped ensure accountability throughout the police force. This role presented a mix of challenges. Due to state-mandated layoffs, McCarthy was called to implement strategies that streamlined the department and reduced the budget by more than \$33 million. Here, he removed non-essential roles and ensured that there was no disruption in patrol levels or officers on the street.

McCarthy began his law enforcement career with the New York City Police Department, NYPD. Over the course of his career with the NYPD, he held multiple supervisory and command positions including Deputy Commissioner of Operations. He acted as the principal crime control strategist for the department and was a key policy maker responsible for directing the planning and motivating a staff of thousands for seven years. He was critically involved in planning, coordinating and directing the response to the World Trade Center attack and aftermath. After his involvement, he was called to act as the Coordinator of the Metropolitan Committee on Counterterrorism, a committee comprised of 43 federal, state and local agencies.

McCarthy created and implemented many crime reduction strategies which are recognized as best practices and still being used today. He is recognized as a national and international expert on reducing crime. He has been awarded more than 20 Commendations for Valor, is a sought after expert and international public speaker and is an active member of many organizations. He served as the first Vice President of the Major Cities Chiefs Association and is a member of the Police Executive Research Forum. He was also featured in the award-winning documentary *Brick City*. McCarthy attended the prestigious Police Management Institute at Columbia University as well as the graduate program at Marist College in New York. He holds a Bachelor of Arts from State University of New York-Albany and currently resides in Chicago with his wife and son.

Anthony P. D'Angelo, Vice President Corporate Compliance and Ethics



FBI Supervisory Special Agent (RET)

Anthony D'Angelo, Vice President Corporate Communications and Ethics, is responsible for implementing and overseeing corporate compliance, ethics and integrity programs on behalf of United Service Companies. His responsibilities also include I-Verify background

screening, Federal contracts, business development, loss prevention and mitigation, financial crimes, corporate security and fraud detection and prevention. D'Angelo is a recognized expert on counterterrorism and critical infrastructure protection. In September of 2008, after 24 years of service, D'Angelo retired from the Federal Bureau of Investigations (FBI) to assume a management position at United Security Services.

Assigned to the Chicago Division of the FBI, D'Angelo served as the supervisor in charge of the Financial Crimes Program. There he was responsible for investigating financial institution fraud, mortgage fraud, identity theft, money laundering, bankruptcy fraud and fraud against the government. He also established and managed the multidisciplinary Chicago Mortgage Fraud Task Force (CMFTF) and Chicago Metropolitan Identity Fraud Task Force (CMITTF). Previously, D'Angelo supervised a Counter Terrorism (CT) squad that investigated Al Qaeda and radical extremists. He also managed a reactive CT squad and was the Chicago Joint Terrorism Task Force Coordinator which included law enforcement personnel from 20 local, state and federal agencies. During that time D'Angelo had management responsibilities for O'Hare and Midway International Airports. Prior to his promotion, he investigated a number of high-profile complex white-collar crimes and public corruption matters including the Archer Daniels Midland (ADM) investigation that was featured in the best selling book "The Informant".

D'Angelo has provided domestic and international training on behalf of the FBI to state, local, federal and territorial law enforcement agencies, financial institutions, businesses, professional associations and prosecuting attorneys concerning a wide variety of white-collar crime and counter terrorism topics. He has also trained law enforcement and government representatives internationally at International Law Enforcement Academies in Bangkok, Thailand and Budapest, Hungary and in numerous countries in Europe, Asia and the Middle East.

From 1984 through September 1990, D'Angelo served in the Minneapolis Division. He also served as the Chief Division Counsel from 1988 until the time of his transfer. Prior to that, he handled divergent investigative matters including organized crime, public corruption and complex white-collar crime.

D'Angelo has a Bachelor's Degree in Political Science from the University of Kentucky and a Juris Doctorate from the University Of Louisville College Of Law. In September 2007, D'Angelo was awarded a Master's Degree in Security Studies concentrating on Homeland Security from the Naval Postgraduate School in Monterey, Calif.

William Callaghan, Vice President/Director of Security Specialists



Cook County Sheriffs Dept.

William "Bill" Callaghan is the Vice President/Director of Security Specialists at United Security Services, Inc. He joined the company in 2001 and currently oversees our security operation nationwide. Throughout his career at United, he has managed security for events in most major cities across the country, including Las Vegas, Orlando, and Chicago. Prior to joining United, Bill served as the Director of Security at the Hyatt Regency Chicago.

With more than 20 years experience in the security industry, Bill has served in various roles over the course of his career. For instance, he has extensive experience in executive protection and is a licensed private investigator and has acted as a personal security officer for numerous celebrities, professional athletes and some of the nation's leading public figures. Some of these high-profile clients include President Barack Obama, former United States Presidents: Bill Clinton and George H.W. Bush as well as former Vice President Dick Cheney, former New York City Mayor Rudolph Giuliani and former Senator Hillary Clinton.

Bill holds a Bachelor's degree from Northern Illinois University and is an active member of ASIS and is a Certified Protection Professional (CPP). He currently resides in the Chicago area with his wife and children.

Michael Marano, General Manager/Director of Security Specialists



Commander, CPD (RET)

Michael "Mike" Marano brings nearly 50 years of experience in the security industry. Mike joined USSC in 2014 and oversees the event security operation for the Chicago branch location. Prior to joining United, Mike owned a successful security services company, The Security Management Group of America, and worked as a floor manager for many high-profile events which traveled nationwide. He also worked as the Special Police Manager for a prominent event security and staffing firm in Chicago.

Mike honorably retired from the Chicago Police Department in 1999 as the Commanding Officer of Government Security. He joined the police force in 1967 and over the course of his career, Mike led the personal protection detail of former Chicago Mayors: Richard J. Daley, Michael Bilandic and Richard M. Daley. He was awarded two Chicago Police Department Commendations, three Unit Meritorious Awards and 74 Honorable Mentions.

Adam Sanders, MD, DC, NOVA Area Manager



*Anne Arundel County
Police Department (RET)*

Adam Sanders is the Branch Manager of the United Security Services, Inc. location serving the Maryland, Washington D.C., and the Northern Virginia area. Adam graduated from Towson, University in 2008 with a Bachelor's Degree of Science. Throughout college, Adam worked as a Security Manager running various security projects for an Executive Protection, Body Guard and Personal Security Company based out of Baltimore.

Immediately upon graduating, Adam was hired by the Anne Arundel County Police Department. During his 7 year career as a Police Officer, Adam received 240 hours of SWAT training with the Baltimore City Police Departments Tactical QRT Unit, acquiring barricade, active shooter, and hostage training, and departmental tactical response training. Adam also received specialized training with the Maryland State Police Outlaw Motorcycle Gang Unit with, Recognition, Identification, and Infiltration techniques.

Adam received multiple Commendations for prolific police work and community policing, and Officer of the Month/Year nominations and awards. During this time, Adam also attended and completed a myriad of long distance specialized training in Anniston, Alabama at the FEMA Facility. There he had hands on experience with Anthrax (biological) and VX gas (Chemical Nerve), in live action scenarios with these agents. He also was trained for law enforcement response to critical incidents involving: Chemical, Biological, Radiological, and Nuclear attacks, as well as Suicide Bombing Response, Incident Action Planning, and Explosives Recognition Training. Adam received Specialized Training from the Federal Bureau of Investigation for Domestic Terrorism incidents and Sovereign Citizens and the Drug Enforcement Agency for Hidden Assets Recognition and Seizure. Adam was also a part of plain clothes tactical patrol focusing on the acquisition of narcotics and weapons. Adam was also assigned to the Criminal Investigation Division in the Sex Offense Unit.

In January of 2015, Adam was Medically Retired as a result of an Motor Vehicle Accident he sustained while on Duty. Adam Subsequently joined United Security immediately thereafter. His excess of training knowledge and experience directly correlates to any and all security protocol and assessments for a any size event/site in both public and private forums.



Security Plan Proposal

Exhibit A.

Event Name:	2020 West Palm Beach Boat Show
Event Dates:	Thursday March 26th, 2020- Sunday March 29th, 2020
Event Venue:	Henry Morrison Flagler Museum
Event Location:	1 Whitehall Way., West Palm Beach, FL 33480
Billing Company:	Informa
Billing Contact:	Roberto Correa
Billing Address Line 1:	1650 SE 17th St. Fort Lauderdale, FL 33316
Billing Address Line 2:	Suite 412
Phone:	(954) 463- 6762
Email:	roberto.correa@informa.com
Fax:	

Additional Notes:

2020 Palm Beach Boat Show Flagler Museum

Monday, March 23, 2020

SM Set-Up

No. Mgrs.	No. Supv	No. Guard	No. Bag Checkers	Hours		Total Hours HH:MM	Guard Post Number	Location
				Start	Stop			
		1		3/23/20 8:00 AM	3/23/20 8:00 PM	12h	1A	East Main Entrance
		1		3/23/20 8:00 AM	3/23/20 8:00 PM	12h	3A	Dock Entrance Gate (Land Side)
		1		3/23/20 8:00 AM	3/23/20 8:00 PM	12h	3B	Dock Entrance Gate (Tender Side)
		1		3/23/20 8:00 AM	3/23/20 8:00 PM	12h	4B	Northwest Gate Staff Credentials Check
		1		3/23/20 8:00 AM	3/23/20 8:00 PM	12h	R/B	Rover/Breaker
1				3/23/20 8:00 AM	3/23/20 8:00 PM	12h	S	Supervisor
		1		3/23/20 8:00 PM	3/24/20 8:00 AM	12h	4B	Northwest Gate Staff Entrance
		1		3/23/20 8:00 PM	3/24/20 8:00 AM	12h	3A	Dock Entrance Gate (Land Side)
		1		3/23/20 8:00 PM	3/24/20 8:00 AM	12h	3B	Dock Entrance Gate (Tender Side)
	1			3/23/20 8:00 PM	3/24/20 8:00 AM	12h	S	Supervisor/Breaker
0	2	8	0			120:00:00		

Tuesday, March 24, 2020

SM Set-Up

No. Mgrs.	No. Supv	No. Guard	No. Bag Checkers	Hours		Total Hours HH:MM	Guard Post Number	Location
				Start	Stop			
		1		3/24/20 8:00 AM	3/24/20 8:00 PM	12h	1A	East Main Entrance
		1		3/24/20 8:00 AM	3/24/20 8:00 PM	12h	3A	Dock Entrance Gate (Land Side)
		1		3/24/20 8:00 AM	3/24/20 8:00 PM	12h	3B	Dock Entrance Gate (Tender Side)
		1		3/24/20 8:00 AM	3/24/20 8:00 PM	12h	4B	Northwest Gate Staff Credentials Check
		1		3/24/20 8:00 AM	3/24/20 8:00 PM	12h	R/B	Rover/Breaker
1				3/24/20 8:00 AM	3/24/20 8:00 PM	12h	S	Supervisor
		1		3/24/20 8:00 PM	3/25/20 8:00 AM	12h	4B	Northwest Gate Staff Entrance
		1		3/24/20 8:00 PM	3/25/20 8:00 AM	12h	3A	Dock Entrance Gate (Land Side)
		1		3/24/20 8:00 PM	3/25/20 8:00 AM	12h	3B	Dock Entrance Gate (Tender Side)
		1		3/24/20 8:00 PM	3/25/20 8:00 AM	12h	S	Supervisor/Breaker
0	1	9	0			120:00:00		

Wednesday, March 25, 2020

SM Set-Up

No. Mgrs.	No. Supv	No. Guard	No. Bag Checkers	Hours		Total Hours HH:MM	Guard Post Number	Location
				Start	Stop			
		1		3/25/20 8:00 AM	3/25/20 8:00 PM	12h	1A	East Main Entrance
		1		3/25/20 8:00 AM	3/25/20 8:00 PM	12h	3A	Dock Entrance Gate (Land Side)
		1		3/25/20 8:00 AM	3/25/20 8:00 PM	12h	3B	Dock Entrance Gate (Tender Side)
		1		3/25/20 8:00 AM	3/25/20 8:00 PM	12h	4B	Northwest Gate Staff Credentials Check
		1		3/25/20 8:00 AM	3/25/20 8:00 PM	12h	R/B	Rover/Breaker
1				3/25/20 8:00 AM	3/25/20 8:00 PM	12h	S	Supervisor
		1		3/25/20 8:00 PM	3/26/20 8:00 AM	12h	4B	Northwest Gate Staff Entrance
		1		3/25/20 8:00 PM	3/26/20 8:00 AM	12h	3A	Dock Entrance Gate (Land Side)
		1		3/25/20 8:00 PM	3/26/20 8:00 AM	12h	3B	Dock Entrance Gate (Tender Side)
	1			3/25/20 8:00 PM	3/26/20 8:00 AM	12h	S	Supervisor/Breaker
0	2	7	0			120:00:00		

Thursday, March 26, 2020

Show Days

No. Mgrs.	No. Supv	No. Guard	No. Bag Checkers	Hours		Total Hours HH:MM	Guard Post Number	Location
				Start	Stop			
		1		3/26/20 8:00 AM	3/26/20 8:00 PM	12h	1A	East Main Entrance
		1		3/26/20 8:00 AM	3/26/20 8:00 PM	12h	1A	Mag Operator
		1		3/26/20 8:00 AM	3/26/20 8:00 PM	12h	1A	Bag Check
		1		3/26/20 8:00 AM	3/26/20 8:00 PM	12h	3A	Dock Entrance Gate (Land Side)
		1		3/26/20 8:00 AM	3/26/20 8:00 PM	12h	3B	Dock Entrance Gate (Tender Side)
		1		3/26/20 8:00 AM	3/26/20 8:00 PM	12h	4A	North Gate Vehicle Dropoff/Credential Check
		1		3/26/20 8:00 AM	3/26/20 8:00 PM	12h	4B	Northwest Gate Staff Credentials Check
		1		3/26/20 8:00 AM	3/26/20 8:00 PM	12h	R/B	Rover/Breaker
1				3/26/20 8:00 AM	3/26/20 8:00 PM	12h	S	Supervisor

		1		3/26/20 8:00 PM	3/27/20 8:00 AM	12h	4B	Northwest Gate Staff Entrance
		1		3/26/20 8:00 PM	3/27/20 8:00 AM	12h	3A	Dock Entrance Gate (Land Side)
				3/26/20 8:00 PM	3/27/20 8:00 AM	12h	3B	Dock Entrance Gate (Tender Side)
	1			3/26/20 8:00 PM	3/27/20 8:00 AM	12h	S	Supervisor/Breaker
0	2	10	0			156:00:00		
Friday, March 27, 2020								
Show Days								
No. Mgrs.	No. Supv	No. Guard	No. Bag Checkers	Hours		Total Hours HH:MM	Guard Post Number	Location
				Start	Stop			
		1		3/27/20 8:00 AM	3/27/20 8:00 PM	12h	1A	East Main Entrance
		1		3/27/20 8:00 AM	3/27/20 8:00 PM	12h	1A	Mag Operator
		1		3/27/20 8:00 AM	3/27/20 8:00 PM	12h	1A	Bag Check
		1		3/27/20 8:00 AM	3/27/20 8:00 PM	12h	3A	Dock Entrance Gate (Land Side)
		1		3/27/20 8:00 AM	3/27/20 8:00 PM	12h	3B	Dock Entrance Gate (Tender Side)
		1		3/27/20 8:00 AM	3/27/20 8:00 PM	12h	4A	North Gate Vehicle Dropoff/Credential Check
				3/27/20 8:00 AM	3/27/20 8:00 PM	12h	4B	Northwest Gate Staff Credentials Check
		1		3/27/20 8:00 AM	3/27/20 8:00 PM	12h	R/B	Break Relief
	1			3/27/20 8:00 AM	3/27/20 8:00 PM	12h	S	Supervisor
		1		3/27/20 8:00 PM	3/28/20 8:00 AM	12h	4B	Northwest Gate Staff Entrance
		1		3/27/20 8:00 PM	3/28/20 8:00 AM	12h	3A	Dock Entrance Gate (Land Side)
				3/27/20 8:00 PM	3/28/20 8:00 AM	12h	3B	Dock Entrance Gate (Tender Side)
	1			3/27/20 8:00 PM	3/28/20 8:00 AM	12h	S	Supervisor/Breaker
0	2	9	0			156:00:00		
Saturday, March 28, 2020								
Show Days								
No. Mgrs.	No. Supv	No. Guard	No. Bag Checkers	Hours		Total Hours HH:MM	Guard Post Number	Location
				Start	Stop			
		1		3/28/20 8:00 AM	3/28/20 8:00 PM	12h	1A	East Main Entrance
		1		3/28/20 8:00 AM	3/28/20 8:00 PM	12h	1A	Mag Operator
		1		3/28/20 8:00 AM	3/28/20 8:00 PM	12h	1A	Bag Check
		1		3/28/20 8:00 AM	3/28/20 8:00 PM	12h	3A	Dock Entrance Gate (Land Side)
		1		3/28/20 8:00 AM	3/28/20 8:00 PM	12h	3B	Dock Entrance Gate (Tender Side)
		1		3/28/20 8:00 AM	3/28/20 8:00 PM	12h	4A	North Gate Vehicle Dropoff/Credential Check
		1		3/28/20 8:00 AM	3/28/20 8:00 PM	12h	4B	Northwest Gate Staff Credentials Check
		1		3/28/20 8:00 AM	3/28/20 8:00 PM	12h	R/B	Break Relief
	1			3/28/20 8:00 AM	3/28/20 8:00 PM	12h	S	Supervisor
		1		3/28/20 8:00 PM	3/29/20 8:00 AM	12h	4B	Northwest Gate Staff Entrance
		1		3/28/20 8:00 PM	3/29/20 8:00 AM	12h	3A	Dock Entrance Gate (Land Side)
				3/28/20 8:00 PM	3/29/20 8:00 AM	12h	3B	Dock Entrance Gate (Tender Side)
	1			3/28/20 8:00 PM	3/29/20 8:00 AM	12h	S	Supervisor/Breaker
0	2	10	0			156:00:00		
Sunday, March 29, 2020								
Show Days								
No. Mgrs.	No. Supv	No. Guard	No. Bag Checkers	Hours		Total Hours HH:MM	Guard Post Number	Location
				Start	Stop			
		1		3/29/20 8:00 AM	3/29/20 8:00 PM	12h	1A	East Main Entrance
		1		3/29/20 8:00 AM	3/29/20 8:00 PM	12h	1A	Mag Operator
		1		3/29/20 8:00 AM	3/29/20 8:00 PM	12h	1A	Bag Check
		1		3/29/20 8:00 AM	3/29/20 8:00 PM	12h	3A	Dock Entrance Gate (Land Side)
		1		3/29/20 8:00 AM	3/29/20 8:00 PM	12h	3B	Dock Entrance Gate (Tender Side)
		1		3/29/20 8:00 AM	3/29/20 8:00 PM	12h	4A	North Gate Vehicle Dropoff/Credential Check
		1		3/29/20 8:00 AM	3/29/20 8:00 PM	12h	4B	Northwest Gate Staff Credentials Check
		1		3/29/20 8:00 AM	3/29/20 8:00 PM	12h	R/B	Break Relief
	1			3/29/20 8:00 AM	3/29/20 8:00 PM	12h	S	Supervisor
		1		3/29/20 8:00 PM	3/30/20 8:00 AM	12h	4B	Northwest Gate Staff Entrance
		1		3/29/20 8:00 PM	3/30/20 8:00 AM	12h	3A	Dock Entrance Gate (Land Side)
		1		3/29/20 8:00 PM	3/30/20 8:00 AM	12h	3B	Dock Entrance Gate (Tender Side)
	1			3/29/20 8:00 PM	3/30/20 8:00 AM	12h	S	Supervisor/Breaker
0	2	11	0			156:00:00		
Monday, March 30, 2020								
Exhibitor Move-Out								
No. Mgrs.	No. Supv	No. Guard	No. Bag Checkers	Hours		Total Hours HH:MM	Guard Post Number	Location
				Start	Stop			
		1		3/30/20 8:00 AM	3/30/20 8:00 PM	12h	1A	East Main Entrance
		1		3/30/20 8:00 AM	3/30/20 8:00 PM	12h	R/B	Rover/Breaker
	1			3/30/20 8:00 PM	3/31/20 8:00 AM	12h	S	Supervisor
						36:00:00		

TOWN OF PALM BEACH

Town Council Meeting on: November 12, 2019

Section of Agenda

Board and Commissions Presentations and Appointments

Agenda Title

Appointments to the Investment Advisory Committee

Presenter

Kathleen Dominguez, CMC, Town Clerk

ATTACHMENTS:

- ▣ **Memorandum Dated November 4, 2019, from Kathleen Dominguez, CMC, Town Clerk**
- ▣ **Sample Ballot**
- ▣ **Attendance Roster**
- ▣ **Application - Ciolek**
- ▣ **Application - Scheuer**
- ▣ **Application - Yaseen**

TOWN OF PALM BEACH

Information for Town Council Meeting on November 12, 2019

TO: Mayor and Town Council

VIA: Kirk W. Blouin, Town Manager

FROM: Kathleen Dominguez, CMC, Town Clerk

RE: Investment Advisory Committee Appointment of Regular Member

DATE: November 4, 2019

STAFF RECOMMENDATION

Staff recommends that the Town Council review the attached applications and appoint a member to the Investment Advisory Committee (IAC) in order to fill the unexpired term resulting from the resignation of Dr. Michael Andrews. The expiration date of Dr. Andrews's term is May 5, 2021. All applicants have submitted proof of residency in the Town of Palm Beach.

GENERAL INFORMATION

The Town Clerk's office has received three (3) applications seeking **APPOINTMENT** from the following citizens:

- 1) Robert Ciolek who resides at 3200 S. Ocean Blvd, #A503, Palm Beach, FL.
- 2) Alan Scheuer who resides at 1332 North Ocean Blvd., Palm Beach, FL.
- 3) Roger Yaseen who resides at 151 Grace Trail, Unit 6, Palm Beach, FL.

Their applications are attached.

c.c.: Jane Le Clainche, Director of Finance

**BALLOT FOR APPOINTMENT OF REGULAR MEMBER
TO THE INVESTMENT ADVISORY COMMITTEE
Town Council Meeting on November 12, 2019**

Positions to be filled:

 1 Member

Please circle 1 from the list of names appearing below

Residents Who Have Submitted Applications

Robert Ciolek

Alan Scheuer

Roger Yaseen

Signature of Town Council Member:

Town Council Member

Attendance
2018-2019

Meeting Date	2/15/2019	5/17/2019	8/16/2019	11/15/2019
Members			NO meeting	
Dr. Michael F. Andrews	Present	Absent		
Chris Storkerson	Present	Present		
Andrew Frazier	Present	Absent		
Kathleen Anderson	Present	Present		
David McDonald	Present	Present		

Investment Advisory Committee

Voting Conflicts
2018-2019

Members				
Meeting Date	2/15/2019	5/17/2019	8/16/2019	11/15/2019
Dr. Michael F. Andrews	none	Absent		
Chris Storkerson	none	Present		
Andrew Frazier	none	Absent		
Kathleen Anderson	none	Present		
David McDonald	none	Present		



TOWN OF PALM BEACH

APPLICATION FOR SERVICE ON

INVESTMENT ADVISORY COMMITTEE

Please complete the application by typing or printing legibly in ink. Applications should be submitted to the Town Clerk (360 South County Road, Palm Beach, FL 33480, via facsimile 561-838-5417, or via e-mail addressed to townclerk@townofpalmbeach.com) no later than 5 p.m., 11 calendar days prior to the Town Council meeting in which the appointment will be considered. Completion of this application requires that applicant has reviewed certain Town documents as noted in this application. To review or obtain a copy of the documents please contact the Town Clerk's Office (561-838-5416). Please feel free to attach any additional background information to this application form.

Name: Robert J. Ciolek Residence Address: Unit A503, 3200 South Ocean Blvd., Palm E

Mailing Address: same Home Telephone: 617-962-0171

E-mail Address: Rciolek@comcast.net Work Telephone: _____

I am a resident of the Town of Palm Beach RJC (please initial)

Please attach proof of Town of Palm Beach residency. Failure to attach proof of residency shall be grounds to reject your application. Proof of residency shall be either a copy of your Florida Driver's License matching the address of your residence as shown on this application, a copy of a utility bill in your name at the residence address shown on this application, or by providing an original, fully executed and notarized Declaration of Domicile with this application.

1. Why do you wish to be appointed as a member of the Investment Advisory Committee? (Please use additional pages if necessary)

Serving on the Committee is consistent with both my work history as well as my past volunteer work.

As a new resident of Palm Beach my wife and I are interested in spending some time to help our community.

2. Please identify how many meetings of the Investment Advisory Committee you have attended in the past two (2) years.

☒ 0 ☐ 1 ☐ 2 ☐ 3 ☐ 4+

3. If you have served on any boards/commissions/committees in the Town of Palm Beach or elsewhere, please list them and include details such as length of service, attendance record, etc.

Most recently, Town of Barnstable (MA) Comprehensive Financial Advisory Committee plus many others. See attached resume.

4. Please indicate if there are any periods of time for which you will be unavailable for meetings.

During the summer months I will return to Cape Cod.

5. Please describe your current or prior investment experience, and describe any fixed investment experience you may have.
As Budget Director and COO for the City of Boston and, more important, Executive Director of the Massachusetts Health and

Educational Facilities Authority, a major issuers of tax-exempt bonds, my work required both direct and indirect responsibility for

certain investment decisions. See also, resume.

6. Are you a member of any of the following organizations? (Check all that apply)

- | | |
|---|--|
| ☐ Palm Beach Chamber of Commerce | ☐ Preservation Foundation of Palm Beach |
| ☐ Palm Beach Civic Association | ☐ North End Property Owners Association |
| ☒ Citizens' Association of Palm Beach | ☐ Other _____ |

7. Present occupation. Retired No. of years. _____

Employer. _____

8. Past occupation(s). See attached resume No. of years. _____

Employer(s). _____

9. Please provide details regarding your educational background:

BA, Rutgers University, 1967

JD Boston University School of Law, 1973

10. To enable Town Council to consider potential conflicts of interest, please provide the following information regarding family members who live and/or work in the Town of Palm Beach, including your spouse, parents, siblings or children.

Family Member Name	Relationship	Address	Occupation	Employer
NONE				

11. Have you ever been convicted of a crime or pled guilty or nolo contendere to a crime other than minor traffic violations? No

12. If you are currently serving on a Town board, commission, or committee, please identify it in the space below and check the box that indicates you will resign from that position if you are appointed to the position you are seeking in this application.

☐ I will resign from the N/A if I am appointed to the position I am seeking in this application.
board/commission/committee

The following information is needed to facilitate Town reporting requirements in Florida Statute 760.80. Please check one in each category.

RACE

☐ African American

☐ Native American

☐ Asian American

☒ Caucasian

☐ Hispanic American

☐ Not known

GENDER

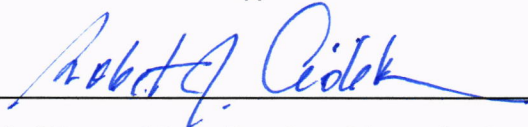
☒ Male ☐ Female

PHYSICALLY DISABLED

☐ Yes ☒ No

I hereby certify that I have read the sections of the Town Code of Ordinances for the particular board/commission/committee that I have selected above and have noted the description of the board/commission/committee and its members' duties, and further I have read the regulations concerning absences and conflicts of interests. I certify the information given by me is true and complete to the best of my knowledge and belief. I understand that any falsification of material facts will be grounds for rejection of this application or dismissal after appointment.

SIGNATURE: _____



DATE: _____

10-20-19

Please attach proof of Town of Palm Beach residency (as listed on page 1) with this application.

Please note that Board/Commission applications will expire on December 15 of each year.

INVESTMENT ADVISORY COMMITTEE

The Investment Advisory Committee consists of five members serving two year terms, appointed by the Town Council. Members of the Committee shall be residents of the Town and shall have prior fixed income investment experience. The Committee acts in an advisory capacity and shall make recommendations to the Town Council on matters relating to Town's investment policy and the investment of the Town's surplus funds. The Committee shall hold at least four meetings per year and more if it is deemed necessary. The Town of Palm Beach will not do business directly or indirectly with a Committee member or a Committee member's employer or business while they are serving on the Committee and for at least two years after the member's term has expired.



TOWN OF PALM BEACH

APPLICATION FOR SERVICE ON

INVESTMENT ADVISORY COMMITTEE

Please complete the application by typing or printing legibly in ink. Applications should be submitted to the Town Clerk (360 South County Road, Palm Beach, FL 33480, via facsimile 561-838-5417, or via e-mail addressed to townclerk@townofpalmbeach.com) no later than 5 p.m., 11 calendar days prior to the Town Council meeting in which the appointment will be considered. Completion of this application requires that applicant has reviewed certain Town documents as noted in this application. To review or obtain a copy of the documents please contact the Town Clerk's Office (561-838-5416). Please feel free to attach any additional background information to this application form.

Name: ALAN SCHEUER Residence Address: 1332 N. OCEAN BLVD.
Mailing Address: 1332 N. OCEAN BLVD. mobile Home Telephone: 617-650-5803
E-mail Address: SPRUCEROCK@GMAIL.COM Work Telephone: —

I am a resident of the Town of Palm Beach AS (please initial) KD

Please attach proof of Town of Palm Beach residency. Failure to attach proof of residency shall be grounds to reject your application. Proof of residency shall be either a copy of your Florida Driver's License matching the address of your residence as shown on this application, a copy of a utility bill in your name at the residence address shown on this application, or by providing an original, fully executed and notarized Declaration of Domicile with this application.

1. Why do you wish to be appointed as a member of the Investment Advisory Committee? (Please use additional pages if necessary)

- please see attached pages -

2. Please identify how many meetings of the Investment Advisory Committee you have attended in the past two (2) years.

☒ 0 ☐ 1 ☐ 2 ☐ 3 ☐ 4+

3. If you have served on any boards/commissions/committees in the Town of Palm Beach or elsewhere, please list them and include details such as length of service, attendance record, etc.

none

4. Please indicate if there are any periods of time for which you will be unavailable for meetings.

february and march in-person; but could attend by
phone or video conference.

5. Please describe your current or prior investment experience, and describe any fixed investment experience you may have.

- please see attached pages -

6. Are you a member of any of the following organizations? (Check all that apply)

- | | |
|--|--|
| ☐ Palm Beach Chamber of Commerce | ☐ Preservation Foundation of Palm Beach |
| ☐ Palm Beach Civic Association | ☐ North End Property Owners Association |
| ☐ Citizens' Association of Palm Beach | ☐ Other _____ |

7. Present occupation. RETIRED No. of years. 3

Employer. _____

8. Past occupation(s). - please see attached pages - No. of years. _____

Employer(s). _____

9. Please provide details regarding your educational background:

UNIVERSITY OF DENVER B.S. (business administration/finance)

UNIVERSITY OF DENVER M.A. (Economics)

10. To enable Town Council to consider potential conflicts of interest, please provide the following information regarding family members who live and/or work in the Town of Palm Beach, including your spouse, parents, siblings or children.

Family Member Name	Relationship	Address	Occupation	Employer

11. Have you ever been convicted of a crime or pled guilty or nolo contendere to a crime other than minor traffic violations? NO

12. If you are currently serving on a Town board, commission, or committee, please identify it in the space below and check the box that indicates you will resign from that position if you are appointed to the position you are seeking in this application.

☐ I will resign from the _____ if I am appointed to the position I am seeking in this application.
board/commission/committee

The following information is needed to facilitate Town reporting requirements in Florida Statute 760.80. Please check one in each category.

RACE

☐ African American

☐ Native American

☐ Asian American

☒ Caucasian

☐ Hispanic American

☐ Not known

GENDER

☒ Male ☐ Female

PHYSICALLY DISABLED

☐ Yes ☒ No

I hereby certify that I have read the sections of the Town Code of Ordinances for the particular board/commission/committee that I have selected above and have noted the description of the board/commission/committee and its members' duties, and further I have read the regulations concerning absences and conflicts of interests. I certify the information given by me is true and complete to the best of my knowledge and belief. I understand that any falsification of material facts will be grounds for rejection of this application or dismissal after appointment.

SIGNATURE: Alan Scheuer

DATE: 10/24/2019

Please attach proof of Town of Palm Beach residency (as listed on page 1) with this application.

Please note that Board/Commission applications will expire on December 15 of each year.

INVESTMENT ADVISORY COMMITTEE

The Investment Advisory Committee consists of five members serving two year terms, appointed by the Town Council. Members of the Committee shall be residents of the Town and shall have prior fixed income investment experience. The Committee acts in an advisory capacity and shall make recommendations to the Town Council on matters relating to Town's investment policy and the investment of the Town's surplus funds. The Committee shall hold at least four meetings per year and more if it is deemed necessary. The Town of Palm Beach will not do business directly or indirectly with a Committee member or a Committee member's employer or business while they are serving on the Committee and for at least two years after the member's term has expired.

Alan Scheuer

1332 N. Ocean Blvd.
Palm Beach, FL 33480
spruceroock@gmail.com
Phone/Text: (617) 650-5803

**Supplemental Pages for Response to Town of Palm Beach
Investment Advisory Council Application:**

- 1. Why do you wish to be appointed as a member of the
Investment Advisory Committee?*

To use my experience and capabilities in a manner that might be helpful to my local community, the Town of Palm Beach.

- 4. Please indicate if there are any periods of time for which
you will be unavailable for meetings.*

I will not be in Palm Beach, physically, during February and March, so will not be able to attend meetings, in-person, that are scheduled at that time; however, I would be able to attend meetings scheduled for February and March via telephone or video conference.

Alan Scheuer

*1332 N. Ocean Blvd.
Palm Beach, FL 33480
sprucerock@gmail.com
Phone/Text: (617) 650-5803*

**Supplemental Pages for Response to Town of Palm Beach
Investment Advisory Council Application (continued):**

- 5. Please describe your current or prior investment experience and describe any fixed investment experience you may have.*

I have been a member of the Microsoft Corporation's Investment Advisory Committee for the past 5+ years and I am still serving in this capacity.

I served, for 9 years, as Chief Financial Officer of FMR LLC (the parent company of Fidelity Investments); I was the Treasurer of FMR LLC for the year, before that.

I served as Managing Director and Treasurer of Morgan Stanley.

I started-up and ran the fixed income derivative business for UBS and also had responsibility for their fixed income origination business throughout the United States.

Alan Scheuer

*1332 N. Ocean Blvd.
Palm Beach, FL 33480
spruceroock@gmail.com
Phone/Text: (617) 650-5803*

**Supplemental Pages for Response to Town of Palm Beach
Investment Advisory Council Application (continued):**

8. Past Occupations and Employers

2006 – 2016: Chief Financial Officer of FMR LLC (the parent company of Fidelity Investments). Prior to serving as the CFO, I was the Treasurer of FMR LLC.

1993 – 2006: Managing Director and Treasurer of Morgan Stanley. Prior to serving as Treasurer, I was Managing Director in the Equity Division and the Equity Capital Markets Group.

1985 – 1993: Managing Director of UBS Securities, Inc. In this role, I started-up and ran the fixed income derivatives business and also had responsibility for the fixed income origination effort directed toward US corporations.

1976 – 1985: Manufacturers Hanover Trust Company



Alan Scheuer was Chief Financial Officer from 2007 – 2016 of FMR LLC, the parent of Fidelity Investments, a leading provider of asset management, retirement planning, portfolio guidance, brokerage, benefits outsourcing and other financial products and services to more than 20 million individuals, institutions, and financial intermediaries. While in this capacity, he also:

- 1) attended all FMR LLC Board of Directors meetings, served as an Advisor to this Board, and attended all FMR LLC Audit Committee meetings;
- 2) served on the Board of Pembroke (a Fidelity Real Estate Investment and Development subsidiary);
- 3) participated in the Board Meetings of: Pro-Build, a Fidelity-owned professional building supply materials company; Geode, a Fidelity-owned multi-strategy hedge fund; Forum, a Fidelity-owned pharmaceutical research and development company; and Star Horizon and Northern Neck Investors, both Fidelity-owned entities overseeing the full spectrum of Fidelity's various diversifying investment activities;
- 4) served on the Diversified Investments Committee overseeing Fidelity-owned: oil and gas exploration and production efforts; venture capital and private equity efforts; and Colt's telecommunication, data center, and information technology services.

In addition, Mr. Scheuer has served, since 2012, and continues to serve, as a member of the Microsoft Investment Advisory Committee, which is involved in the oversight of Microsoft's investment of its \$100 billion of cash resources.

Before assuming his role as CFO of Fidelity in July 2007, Mr. Scheuer was the Treasurer of Fidelity, responsible for Fidelity's Tax, Treasury, and Insurance groups.

Prior to joining Fidelity in 2006, Mr. Scheuer served as Treasurer and Managing Director of Morgan Stanley. Earlier, Mr. Scheuer was a Managing Director in Morgan Stanley's Institutional Equity Division and its Equity Capital Markets Group. Prior to joining Morgan Stanley in 1993, he spent several years at Union Bank of Switzerland (UBS), where he started-up and ran the U.S. dollar fixed-income derivatives business and also was responsible for the fixed-income capital markets origination effort directed toward U.S. corporations. Mr. Scheuer began his career at Manufacturers Hanover Trust Company.

Mr. Scheuer received a Bachelor of Science degree in Finance (1975) and a Master of Arts degree in Economics (1976) from the University of Denver.

RECEIVED**OCT 21 2019****TOWN CLERK****TOWN OF PALM BEACH**

APPLICATION FOR SERVICE ON

INVESTMENT ADVISORY COMMITTEE

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Name: ROGER L. YASEENResidence Address: #6Mailing Address: 151 GRACE TRAILHome Telephone: 561-832-8337E-mail Address: ROGER@YASEEN.COMWork Telephone: 561-832-8337I am a resident of the Town of Palm Beach RLY (please initial) KP

Please attach proof of Town of Palm Beach residency. Failure to attach proof of residency shall be grounds to reject your application. Proof of residency shall be either a copy of your Florida Driver's License matching the address of your residence as shown on this application, a copy of a utility bill in your name at the residence address shown on this application, or by providing an original, fully executed and notarized Declaration of Domicile with this application.

1. Why do you wish to be appointed as a member of the Investment Advisory Committee? (Please use additional pages if necessary)

I have lived in Palm Beach since 1991 - full time since 2008. During this period, I have enjoyed countless advantages of

residency. I would like to pay back in my field of expertise.

2. Please identify how many meetings of the Investment Advisory Committee you have attended in the past two (2) years.

☒ 0 ☐ 1 ☐ 2 ☐ 3 ☐ 4+

3. If you have served on any boards/commissions/committees in the Town of Palm Beach or elsewhere, please list them and include details such as length of service, attendance record, etc.

None. I have never done Community Service locally. I was generally active in philanthropic work in New York, and remain an

Honorary Director of several significant organizations. I recently left the Board of the Old Guard Society of Palm Beach Golfers.

4. Please indicate if there are any periods of time for which you will be unavailable for meetings.

None.

5. Please describe your current or prior investment experience, and describe any fixed investment experience you may have. As noted below, I had 40 years as an Investment Advisor prior to moving to Palm Beach. I continue to manage extensive family funds -

full-time, hands on. I am not a Fixed Income Specialist- but am generally versed in Finance.

6. Are you a member of any of the following organizations? (Check all that apply)

- | | |
|--|--|
| ☐ Palm Beach Chamber of Commerce | ☐ Preservation Foundation of Palm Beach |
| ☒ Palm Beach Civic Association | ☐ North End Property Owners Association |
| ☐ Citizens' Association of Palm Beach | ☐ Other _____ |

7. Present occupation. Retired No. of years. _____

Employer. _____

8. Past occupation(s). Investment Advisor No. of years. 40

Employer(s). Morgan Stanley, Smith Barney, Wertheim

9. Please provide details regarding your educational background:

B.S. from MIT in 1957 (Tau Beta Pi)

MBA in Taxation from Stern School at NYU in 1974

10. To enable Town Council to consider potential conflicts of interest, please provide the following information regarding family members who live and/or work in the Town of Palm Beach, including your spouse, parents, siblings or children.

Family Member Name	Relationship	Address	Occupation	Employer
N/A				

11. Have you ever been convicted of a crime or pled guilty or nolo contendere to a crime other than minor traffic violations? NO

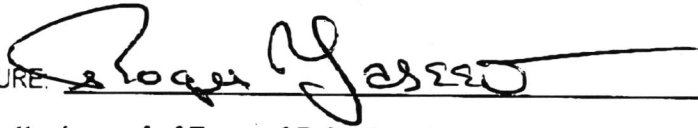
12. If you are currently serving on a Town board, commission, or committee, please identify it in the space below and check the box that indicates you will resign from that position if you are appointed to the position you are seeking in this application.

☐ I will resign from the _____ if I am appointed to the position I am seeking in this application.
board/commission/committee

The following information is needed to facilitate Town reporting requirements in Florida Statute 760.80. Please check one in each category.

RACE☐ African American☐ Native American☐ Asian American☒ Caucasian☐ Hispanic American☐ Not known**GENDER**☒ Male ☐ Female**PHYSICALLY DISABLED**☐ Yes ☒ No

I hereby certify that I have read the sections of the Town Code of Ordinances for the particular board/commission/committee that I have selected above and have noted the description of the board/commission/committee and its members' duties, and further I have read the regulations concerning absences and conflicts of interests. I certify the information given by me is true and complete to the best of my knowledge and belief. I understand that any falsification of material facts will be grounds for rejection of this application or dismissal after appointment.

SIGNATURE: DATE: Oct 21, 2019

Please attach proof of Town of Palm Beach residency (as listed on page 1) with this application.

Please note that Board/Commission applications will expire on December 15 of each year.

INVESTMENT ADVISORY COMMITTEE

The Investment Advisory Committee consists of five members serving two year terms, appointed by the Town Council. Members of the Committee shall be residents of the Town and shall have prior fixed income investment experience. The Committee acts in an advisory capacity and shall make recommendations to the Town Council on matters relating to Town's investment policy and the investment of the Town's surplus funds. The Committee shall hold at least four meetings per year and more if it is deemed necessary. The Town of Palm Beach will not do business directly or indirectly with a Committee member or a Committee member's employer or business while they are serving on the Committee and for at least two years after the member's term has expired.

TOWN OF PALM BEACH

Town Council Meeting on: November 12, 2019

Section of Agenda Minutes

Agenda Title
Town Council Meeting Minutes
Kathleen Dominguez, CMC, Town Clerk

- a. October 10, 2019, Town Council Meeting Minutes
- b. October 10, 2019, Town Council Development Review Meeting Minutes

Presenter

ATTACHMENTS:

- ▣ **October 10, 2019, Regular Town Council Meeting Minutes**
- ▣ **October 10, 2019, Town Council Development Review Meeting Minutes**



TOWN OF PALM BEACH

Town Clerk's Office

MINUTES OF THE TOWN COUNCIL MEETING HELD ON TUESDAY, OCTOBER 10, 2019

I. CALL TO ORDER AND ROLL CALL

The regular Town Council meeting was called to order on Thursday, October 10, 2019, at 9:30 a.m. in the Town Council Chambers. On roll call, all elected officials were found to be present.

II. INVOCATION AND PLEDGE OF ALLEGIANCE

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

III. MODIFICATIONS TO THE AGENDA

The following modifications were made to the Agenda:

- The September 10, 2019, Town Council Meeting minutes (item no. IX.A.1.) was amended. Corrected copies were provided and noted on the agenda modification sheet.
- The memorandum for item no. IX.C.1. was amended. Corrected copies were provided and noted on the agenda modification sheet.
- Revisions were made to the memorandum and ground lease agreement for Resolution No. 15-2019 (item no. XI.A.1.). Corrected copies were provided and noted on the agenda modification sheet.

- A discussion on the FY2020 Tennis Fees was added to Item No. XII. – Any Other Matters

IV. **APPROVAL OF AGENDA**

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

V. **BOARD AND COMMISSIONS PRESENTATIONS AND APPOINTMENTS**

A. **Presentations by Planning and Zoning Commission Applicants**

Council President Pro Tem Zeidman requested a discussion about considering Kenneth Walker's late application to the Planning and Zoning Commission. The Town Council agreed and invited Mr. Walker to approach the podium.

In response to questions, Mr. Walker provided his reason for missing the application deadline, which was due to travel. He spoke regarding his passion and experience as a planning and zoning commissioner, and requested reappointment.

Discussion ensued regarding the notification timeline and Mr. Walker's travel dates, the Town's procedure for filling board and commission vacancies, and the importance of staying consistent with rules and policies.

Town Clerk Dominguez explained that the Palm Beach County Commission on Ethics audits the Town and that documentation detailing the conflicting travel and notification dates will be needed in order to justify any special exceptions made during today's appointment process.

It was the consensus of the Town Council not to waive the rules for Kenneth Walker.

The following applicants provided a presentation to the Town Council:

Ronald Berk
Eric Christu
Michael Vincent John Spaziani

In response to questions, each applicant provided input on the main issues and goals of the Planning and Zoning Commission.

B. **Presentations by Underground Utilities Task Force Applicants**

The following applicants provided a presentation to the Town Council:

Leslie Shaw

Zachary Shipley's application was presented by Tony Dowell.

In response to questions, each applicant spoke regarding how they would handle the challenges with obtaining underground utility easements.

C. Appointments to the Planning and Zoning Commission

Motion was made by Council Member Lindsay, and was seconded by Council President Pro Tem Zeidman, to reappoint Michael Vincent John Spaziani as a Regular Member of the Planning and Zoning Commission. On roll call, the motion passed unanimously.

Motion was made by Council Member Araskog, and was seconded by Council Member Lindsay, to ratify the appointment of Richard Sammons as a Regular Member of the Planning and Zoning Commission. On roll call, the motion passed unanimously.

Motion was made by Council Member Araskog, and was seconded by Council Member Crampton, to reappoint Eric Christu as an Alternate Member of the Planning and Zoning Commission. On roll call, the motion passed unanimously.

D. Appointments to the Underground Utilities Task Force

Motion was made by Council Member Araskog, and was seconded by Council Member Crampton, to ratify the appointment of Zachary Shipley as an Alternate Member of the Underground Utilities Task Force. On roll call, the motion passed unanimously.

VI. COMMENTS OF MAYOR GAIL L. CONIGLIO

Mayor Coniglio applauded staff for their time, talent, and continued service to the community and announced that Town Manager Kirk Blouin has approached his thirty-year tenure with the Town of Palm Beach. She congratulated Mr. Blouin and presented a proclamation and a plaque in appreciation of his service. She also provided a historic timeline of Mr. Blouin's career with the Town of Palm Beach.

Mayor Coniglio announced the Town received an \$8.5 million grant award from the Federal Emergency Management Agency's (FEMA) Hazard Mitigation program to apply to the underground utilities project. She thanked Project Manager Steve Stern for his involvement in the application process and for keeping the project on time and on budget.

Mayor Coniglio announced the Town received a \$3.1 million grant award from the Florida Inland Navigation District (FIND) for the Town Marina's dock improvement project. She thanked Coastal Program Manager Rob Weber for his involvement in the application process. She also thanked him for coordinating a visit from the United States Army Corps

of Engineers (USACE) to meet with the Reach 3 residents to settle a matter with the beach access easements.

VII. COMMENTS OF TOWN COUNCIL MEMBERS AND TOWN MANAGER

Council Member Crampton and Council Member Lindsay thanked Project Manager Steve Stern and Coastal Program Manager Rob Weber for obtaining the federal grants for the Town's major projects.

Council Member Araskog thanked Mr. Weber and Mr. Stern for obtaining the grants and thanked Finance Director Jane Le Clainche for recommending the re-financing of the bonds. She commented on the butterflies and birds that are reappearing due to the replacement of Ficus Benjamina with native plants.

Council President Pro Tem Zeidman credited Deputy Town Manager Jay Boodheshwar and staff for all of their hard work with the grant applications and cost savings to the Town.

VIII. COMMUNICATIONS FROM CITIZENS - 3 MINUTE LIMIT PLEASE

Diane Buhler, Friends of Palm Beach, spoke regarding the amounts of trash collected from the Town's beaches, announced Turtle Tuesday and other dates for beach clean-ups.

Michael Lederman, 2295 S. Ocean Blvd., spoke regarding the fee increase at the Seaview Park and Phipps Ocean Park Tennis centers. He presented a rate comparison chart of other tennis courts in the area and requested the Town Council re-examine the new rates for FY2020.

Beth Cole, 1193 N. Lake Way, spoke regarding the recent increase in tennis fees and expressed concern with driving members away to other tennis courts in the area. She presented a cost comparison chart of local tennis courts in the area with easier parking and more services.

Ellen Howe, 2295 S. Ocean Blvd., spoke regarding the tennis rates at the Eau Spa and Four Seasons Hotel and the additional services included. She expressed concern with the recent increase in tennis fees driving players away and the lack of notice provided.

John McDonald, expressed dismay with the high increase in the tennis center rates.

Nadine Nederlevy, 315 Seaspray Avenue, spoke regarding the tennis fee increase and reported the amount of people who have left and the loss of revenue to the Town. She spoke regarding the hiring process for tennis personnel and asked the Town Council to look at the whole picture before making a decision.

Wes Blackman, Sole Proprietor for a Planning, Zoning & Local Government Consulting Firm, spoke on behalf of the Four Seasons Resort and brought forth a payment issue with the Town's solid waste collection fees. He introduced the Director of Finance who

explained the issue and asked for forgiveness on the interest and penalty fees. She added that the payment has been made and requested a waiver of the penalty fees.

In response to questions about waiving penalty fees for solid waste collections, Director of Public Works Paul Brazil explained that the Town Council at a future meeting should address the very large fine incurred by the Four Seasons Resort since it is over the threshold of what he is authorized to waive.

IX. APPROVAL OF CONSENT AGENDA (SEE NOTE 5)

The following items were pulled from the Consent Agenda and placed under Item XI.C.

- Resolution No. 87-2019 (Item No. IX.A.1)
- Resolution No. 116-2019 (Item No. IX.A.3)
- Resolution No. 118-2019 (Item No. IX.A.4)
- Resolution No. 121-2019 (Item No. IX.A. 6)

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

A. MINUTES

1. Town Council Meeting Minutes
Kathleen Dominguez, CMC, Town Clerk
 - a. September 10, 2019, Town Council Meeting Minutes
 - b. September 10, 2019, Special Town Council Meeting Minutes
 - c. September 11, 2019, Development Review Town Council Meeting Minutes
 - d. September 18, 2019, Special Town Council Meeting Minutes
2. Approval of Major Matters Considered by the Architectural Review Commission at its Meeting of September 25, 2019

B. RESOLUTIONS

1. RESOLUTION NO. 87-2019 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving the Award of Invitation to Bid No. 2019-33, to Kyle Landscape, Inc. to plant 75 palm trees in the Amount of \$67,500 from a donation of \$112,500 from the Palm Beach Civic Association, which includes all maintenance for five years of the newly installed trees currently estimated to cost \$24,000 over the 5 year period. – ***Pulled from Consent Agenda***
Dean Mealy, Purchasing Manager
2. RESOLUTION NO. 91-2019 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving the Award

of Invitation to Bid No. 2019-31 for Landscape Maintenance to Batallan Enterprises Inc. dba Property Works for Zone 1 in the amount of \$74,859, Zone 2 in the amount of \$84,760, Zone 4 in the amount of \$75,255 and an award to Total Maintenance Building Services Inc. for Zone 3 in the amount of \$126,929, and an overall five year contract value of \$1,899,460 based on satisfactory annual contract performance and contingent upon budget approval.

Dean Mealy, Purchasing Manager

The new bid will produce cost savings of \$11,622 during the first year of the contract award.

3. RESOLUTION NO. 116-2019 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Adopting the Town's 2020 General Election Date, Run-Off Election Date, Caucus Date, Qualifying Period, and Date of Meeting to Declare the Results of the Caucus; Providing an Effective Date. – ***Pulled from Consent Agenda***
Kathleen Dominguez, CMC, Town Clerk
4. RESOLUTION NO. 118-2019 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving a Purchase Order in the Amount of \$104,724.50 to Woods Hole Group, for Development of a Coastal Resilience Implementation Plan, and Establishing a Task Budget of \$120,000. – ***Pulled from Consent Agenda***
H. Paul Brazil, P.E., Director of Public Works
5. RESOLUTION NO. 119-2019 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving a Purchase Order to Duval Ford for the Purchase of Two Ford Hybrid Police Vehicles in the Amount of \$101,479, Utilizing the Florida Sheriff Contract for Vehicles.
Dean Mealy, Purchasing Manager
6. RESOLUTION NO. 121-2019 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Ratifying the Fiscal Year 2019-22 Collective Bargaining Agreement Between the Town and the International Association of Fire Fighters, Local #2928. – ***Pulled from Consent Agenda***
Danielle Olson, Director of Human Resources
7. RESOLUTION NO. 124-2019 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Increasing Existing Purchase Order No. 191131 and Increasing the Construction Phase Budget for the 400 Worth Avenue Infrastructure Improvements in the Amount of \$160,000 for a Revised Budget of \$1,565,294.
H. Paul Brazil, P.E., Director of Public Works

C. OTHER

1. Consideration of Waivers to Town Code for Construction Dates, Hours, and Noise for Staging in the Lake Worth Lagoon and Construction of the 2019 Palm Beach Harbor Inlet Maintenance Dredging Project
H. Paul Brazil, P.E., Director of Public Works

X. COMMITTEE REPORTS

- A. [Report of the Public Safety Committee Meeting Held on September 9, 2019](#)
Margaret A. Zeidman, Chair

(Clerk's Note: this item was taken out of order and heard immediately after item no. XI.B.2.)

Council President Pro Tem Zeidman provided the highlights of the meeting. She explained the difference between the Community Safety Forums and Public Safety Committee meetings. She announced the Palm Beach Police and Fire Foundation Citizen's Academy will be returning in early 2020 to provide an extensive education program to individuals to become familiar with the day-to-day operations of the police department. She also announced the Town's purchase of hybrid police vehicles in an effort to go green and that Palm Beach is the first municipality in the county to do something like that.

Council Member Araskog requested staff look at the Town Council meeting dates when scheduling the 2020 Citizen's Academy to avoid conflicts with Council meetings.

Council Member Lindsay asked the press to announce the Citizen's Academy dates and CPR (cardiopulmonary resuscitation) training dates in the Shiny Sheet once they are determined.

Motion was made by Council Member Lindsay, and was seconded by Council Member Crampton, to accept the report of the Public Safety Committee meeting held on September 9, 2019. On roll call, the motion passed unanimously.

XI. REGULAR AGENDA

- A. Old Business

1. [RESOLUTION NO. 15-2019 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving the Ground Lease Agreement between the Town of Palm Beach, Florida \(Town\) and CRE Fund at Okeechobee Boulevard, LLC \(Tenant\), subject to certain Guaranties by AHS Residential, LLC \(Guarantor\) for property consisting of approximately 28.38 acres located outside of the Town's boundaries at 5976 Okeechobee Boulevard, West Palm Beach, Florida \(Property\).](#)

TIME CERTAIN: 10:30 AM

(Clerk's Note: Due to its time certain, this item was heard immediately after item no. V.C.3.)

Town Manager Blouin provided an overview of the attorney services and community efforts that went into the final terms of the contract. He introduced Attorney Janis Cheezem from Akerman LLP who lead the negotiations with the tenant on behalf of the Town.

Council President Moore commented on the discussions that have taken place over the past two years that lead the Council to look into a ground lease in lieu of selling the property. She credited Council Member Lindsay with suggesting the idea as a way to produce additional revenue for the Town.

Council Member Lindsay explained her reasons for supporting the ground lease agreement and thanked staff and Attorney Cheezem for leading the negotiations and providing due diligence.

In response to questions, Attorney Janis Cheezem identified the risks involved and explained what happens after the term of the lease expires. She added that the Town will remain property owners and will benefit from the added improvements to the property from the developments.

Council Member Crampton spoke regarding the financial benefits and low risk factors from the ground lease. He mentioned the various properties the Town owns in West Palm Beach near Quadrille Boulevard as future opportunities for additional revenue.

Council Member Araskog spoke regarding the benefits of the lease and thanked Town Manager Blouin for his due diligence with the negotiation process.

Town Manager Blouin introduced Carlos Gonzalez from AHS residential. Mr. Gonzalez thanked the Town Council and invited questions on the project. There were no questions.

Motion was made by Council Member Lindsay, and was seconded by Council President Moore, to approve Resolution No. 15-2019. On roll call, the motion passed unanimously.

2. Town-wide Undergrounding Project:

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

(Clerk's Note: this item was taken out of order and heard immediately after item no. X.A.)

Project Manager Stern thanked the Town Council for the recognition on the FEMA grant award and explained that the safety and reliability of the project were important factors in the federal government's approval of the grant.

Mr. Stern provided an update on the project, upcoming meeting dates, a progress summary report for each phase, conversion completion dates and other activities. He announced that the Guaranteed Maximum Price (GMP) for Phase 2 South will be presented at the November Town Council meeting and that design and easement progress is being made in the Phase 3 North and South areas.

In response to questions, Mr. Stern spoke regarding how the easement challenges in certain areas affects the project budget and explained the process for starting projects out of sequence when working around easement issues.

Council Member Crampton offered to assist Mr. Stern with the easement issues on Golfview Road.

- b. [RESOLUTION NO. 120-2019](#) A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving a Purchase Order to Kimley-Horn and Associates, Inc., in the Amount of \$1,850,002 for Phase 6 Engineering Design Services for the Town-Wide Undergrounding of Utilities Program. *Patricia Strayer, P.E., Town Engineer*

Patricia Strayer, Town Engineer, presented an overview of Resolution No. 120-2019.

Motion was made by Council Member Crampton, and was seconded by Council Member Lindsay, to approve Resolution No. 120-2019. On roll call, the motion passed unanimously.

- 3. [Town Marina Project Update](#)
[TIME CERTAIN: 11:15 AM](#)

(Clerk's Note: Due to its time certain, this item was discussed after Item No. XI. A. 1.)

Dean Mealy, Purchasing Manager, explained that there is an active solicitation taking place on the project and is therefore, under a cone of

silence. In response to questions, he further explained what the cone of silence is, the type of information that is under restriction and the language parameters involved with respect to today's presentation.

Gordon Thomson, Baird & Associates, presented the construction schedule, probable construction cost and budget. He explained that prices of potential suppliers and contractors were factored into the opinion of the probable cost. He described other cost variables and added that the budget for the master plan does not include inflation.

In response to questions from Council Member Crampton, Mr. Thompson explained how the FIND grant will impact the overall project cost and benefit the Town.

In response to questions, Public Works Director Paul Brazil, explained that permitting and design are complete and under budget. He reported there was good news on the lead paint and asbestos studies but that there was some contamination issues which will be an added cost in addition to the parking study. He provided the end date for the cone of silence and spoke regarding the greenspace impact. He also explained staff's community outreach efforts to the impacted residents and his frequent meetings with the homeowners association.

Town Manager Blouin clarified that the potential revenue from the marina is not yet public but he is hopeful that the Town will achieve a very favorable revenue with the newly built and branded marina.

Council Member Lindsay requested that the council members be provided with the selection committee meeting dates. Purchasing Manager Mealy provided the dates and added that the Mayor and Town Council will be invited to attend and observe the process.

It was the consensus of the Town Council to not require Mr. Thomson attend next month's meeting.

B. New Business

1. [RESOLUTION NO.122-2019 A Resolution Of The Town Council Of The Town Of Palm Beach, Palm Beach County, Florida, Strongly Encouraging The State Legislature To Approve Senate Bill 182, And Any Companion House Bills Relating To The Preemption Of Recyclable And Polystyrene Materials By Amending Section 403.7033 And Section 500.90, Florida Statutes, Repealing The Preemption Of Local Laws Regarding The Use Or Sale Of Single-Use Plastic Bags And Polystyrene Materials.](#)

(Clerk's Note: this item was heard immediately after item no. XI.A.2.)

Deputy Town Manager Jay Boodheshwar provided an overview of the resolution. He explained that he has been working closely with the community, local associations and other coastal communities in the County to address the language in the state statute that prohibits local laws from banning plastic bags.

Motion was made by Council Member Araskog, and was seconded by Council President Pro Tem Zeidman, to approve Resolution No. 122-2019. On roll call, the motion passed unanimously.

2. [RESOLUTION NO. 123-2019 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida \(The "Town"\), Approving the Form and Authorizing the Execution and Delivery of a Loan Agreement; Authorizing and Approving the Issuance of a Bond by the Town in Connection with Said Loan Agreement Relative to the Current Refunding of a Portion of the Town's Public Improvement Revenue and Refunding Bonds, Series 2010A \(Capital Improvement Program\); Authorizing the Execution and Delivery of an Escrow Deposit Agreement; Pledging Pledged Revenue to Repay the Bond; Authorizing the Proper Officials of the Town to do all Other Things Deemed Necessary or Advisable in Connection with the Loan Agreement and Said Bond; and Providing for an Effective Date.](#)

(Clerk's Note: This item was taken out of order and heard after item no. XI.B.3.)

Jane Le Clainche, Director of Finance, introduced Jeremy Niefeldt a financial advisor from PFM to present the Town's available refinancing opportunities.

Mr. Niefeldt provided an overview of the procurement process for the loan agreement for refinancing the Series 2010A Bonds. He explained the different types of refunding opportunities available to the Town - Current Refunding and Advanced Refunding, their tax advantages, debt services savings and annual cost savings. He presented a request to approve and authorize the delivery of a bank loan agreement to Professional Bank for the remaining portion of the 2010A bond series. He also explained the bank loan process, prepayment options and potential interest rates based on the loan terms and fixed rates.

Motion was made by Council Member Araskog, and was seconded by Council President Pro Tem Zeidman, to approve Resolution No. 123-2019. On roll call, the motion passed unanimously.

Mr. Niefledt provided an overview of refunding opportunities for the 2019 bond series and potential marina financing options for future consideration.

In response to questions, Mr. Niefeldt explained that the Town should be flexible and understand the dynamics of the market conditions. He suggested preparing documentation that will allow the Town to pull the trigger and have PFM hold them in the event they are ready to take advantage of an opportunity with respect to the market rates. He also suggested how to approach entering the market by way of resolution with parameters defined for entering the market.

In response to questions, Town Manager Blouin explained that more information regarding the marina financing options will be presented at a future Town Council meeting for consideration.

Motion was made by Council President Pro Tem Zeidman, and was seconded by Council Member Lindsay, to authorize PFM to prepare documentation using the market performance parameters given to the Town Council and present a resolution for the November 12, 2019 Town Council meeting. On roll call, the motion passed unanimously.

C. Matters Pulled From Consent Agenda:

1. RESOLUTION NO. 87-2019 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving the Award of Invitation to Bid No. 2019-33, to Kyle Landscape, Inc. to plant 75 palm trees in the Amount of \$67,500 from a donation of \$112,500 from the Palm Beach Civic Association, which includes all maintenance for five years of the newly installed trees currently estimated to cost \$24,000 over the 5 year period.

(Clerk's Note: this item was taken out of order and heard immediately after item no. XI.B.2.)

Mary Robosson, Palm Beach Civic Association President, announced that the Association surpassed their fundraising goal and therefore wishes to donate the additional \$20K to the Town for planting more palm trees. Ms. Robosson agreed to Mayor Coniglio's request for consideration of planting the palm trees in more public areas.

Motion was made by Council Member Araskog, and was seconded by Council President Pro Tem Zeidman, to approve Resolution No. 87-2019. On roll call, the motion passed unanimously.

2. RESOLUTION NO. 116-2019 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Adopting the Town's

2020 General Election Date, Run-Off Election Date, Caucus Date, Qualifying Period, and Date of Meeting to Declare the Results of the Caucus; Providing an Effective Date.

Discussion ensued regarding the holiday tree lighting activities and an educational symposium scheduled to take place during the proposed caucus dates.

It was the consensus of the Town Council to amend the proposed date in the resolution and schedule the Caucus for Tuesday, December 3, 2019 at 7:00 p.m.

Motion was made by Council Member Crampton, and was seconded by Council Member Lindsay, to approve Resolution No. 116-2019, as amended. On roll call, the motion passed unanimously.

3. [RESOLUTION NO. 118-2019 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving a Purchase Order in the Amount of \\$104,724.50 to Woods Hole Group, for Development of a Coastal Resilience Implementation Plan, and Establishing a Task Budget of \\$120,000.](#)

Paul Brazil, Director of Public Works, provided an overview of the resolution and the scope of work involved for the short term and long term to protect the Town's assets and vulnerabilities.

In response to questions, Director Brazil explained that the development of an implantation plan is a useful tool for the Town with respect to future comprehensive plans and budget planning.

Anita Seltzer, 44 Cocoanut Row, spoke regarding the Woods Hole Group (WHG) discussion from the February Town Council meeting, issues raised by the Shore Protection Board in their January meeting, and missing input on the rainfall events and the underground utilities project in the original report. She mentioned previous comments raised by Council members about sea level rise and that there was no final report presented, as mentioned. She requested this item be deferred for a full discussion to address these issues.

In response to Ms. Seltzer's comments, Director Brazil explained that the original study did include hurricane and rainfall events and suggested a meeting with the Woods Hole Group to go over the concerns of the community.

Council Member Crampton thanked Ms. Seltzer for her comments and commented that the overall process will help the Town determine its high priority areas.

Motion was made by Council Member Araskog, and was seconded by Council Member Crampton, to approve Resolution No. 118-2019, as amended. On roll call, the motion passed unanimously.

4. [RESOLUTION NO. 121-2019 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Ratifying the Fiscal Year 2019-22 Collective Bargaining Agreement Between the Town and the International Association of Fire Fighters, Local #2928.](#)

(Clerk's Note: This item was heard after item no. XI.B.3)

Council Member Araskog proposed holding a Special Town Council meeting a week before the November 12th meeting, to approve the first reading of the ordinance that will ratify the collective bargaining agreement in lieu of waiting until December for the second reading and adoption in an effort to bump up the effective date by one month.

Danielle Olson, Director of Human Resources, explained that the effective dates were negotiated and described the timeline needed to amend the agreement. She also added that an impact statement is being prepared and must be ready before adopting the ordinance.

Discussion ensued regarding the timelines needed to prepare and adopt an ordinance in time and the process involved for amending effective dates in the agreement.

It was the consensus of the Town Council to direct Ms. Olson to look into the possibility of preparing an ordinance in time to allow for an earlier start date in the collective bargaining agreement.

(Clerk's Note: The Town Council recessed for a lunch break at this time and reconvened at 1:30 p.m.)

Director Olson provided the timeline for preparing and adopting the ordinance and went over the notice requirements involved. She explained that changing the effective date at this time would conflict with the impact statement completion and will not work.

Motion was made by Council Member Araskog, and was seconded by Council Member Crampton, to approve Resolution No. 121-2019, as printed. On roll call, the motion passed unanimously.

XII. ANY OTHER MATTERS

1. FY2020 Tennis Fees Discussion

Carolyn Stone, Director of Business Development and Operations, provided an overview of the fee increases and structure. She explained that it was the Town's goal to receive 60% funding from the tennis fees as a way to recover the costs for the updated recreation center and was also based on market studies.

In response to questions, Director Stone explained the fees and play pass options available to residents for tennis sessions that will also allow the Town to recover its costs for the new recreation center.

Council President Moore suggested freezing the tennis fees at the 2019 rates while the Town Council considers other options.

Town Manager Blouin expressed concern with making the tennis center fees subject to a public debate.

It was the consensus of the Town Council to freeze the current tennis center fees at last year's rates and direct staff to present more options for the FY2020 tennis center rates at the November 12, 2019 Town Council meeting for consideration.

XIII. ADJOURNMENT

There being no further business, the Regular Town Council meeting of October 10, 2019, adjourned at 2:00 p.m.

Attest:

Approved:

Kathleen Dominguez, CMC,
Town Clerk

Danielle H. Moore, Town Council President

Date:_____



TOWN OF PALM BEACH

Minutes of the Development Review

Town Council Meeting

Held on October 10, 2019

I. CALL TO ORDER AND ROLL CALL

The Development Review Town Council Meeting was called to order October 10, 2019 at 1:57 p.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

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

III. COMMENTS OF MAYOR GAIL L. CONIGLIO

Mayor Coniglio had no comments.

IV. COMMENTS OF TOWN COUNCIL MEMBERS AND DIRECTOR OF PLANNING, ZONING AND BUILDING

There were no comments heard at this time.

At this time the following item was moved up in the agenda.

V. APPROVAL OF AGENDA

The following modifications were made to the agenda:

Addition of Item 2, under item number VIII.B.

Addition of Item 3, under item number VIII.B.

Deferral of Item VIII.C.1(a) to the December 11, 2019 meeting.

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

VI. COMMUNICATIONS FROM CITIZENS

There were no comments heard at this time.

VII. RESOLUTIONS

RESOLUTION NO. 117-2019 A Resolution Of The Town Council Of The Town Of Palm Beach, Palm Beach County, Florida, Authorizing Ad Valorem Tax Exemptions For The Property Hereinafter Described And Stating That The Subject Property Meets The Criteria Set Forth In Chapter 54, Article V Of The Code Of Ordinances Of The Town Of Palm Beach, Relating To Landmarks Preservation And Titled “Tax Exemptions.”

Emily Stillings, Murphy Stillings, presented the tax abatement and Resolution 117-2019, explaining that the required improvements had been completed.

Motion was made by Council Member Lindsay, and seconded by Council Member Araskog, to adopt Resolution No. 117-2019. On roll call, the motion carried unanimously.

VIII. DEVELOPMENT REVIEWS

A. APPEALS

1. Landmarks Preservation Commission’s Decision to Place the “Sea” Streets Under Consideration as a Historic District

Josh Martin, Director of Planning, Zoning and Building, explained three formal appeals had been received and had been consolidated into one agenda item.

Ex parte communications were disclosed by Council Members Crampton, Lindsay and Araskog, Council President Moore, Council President Pro Tem Zeidman.

Town Attorney Randolph advised there had been three appeals filed in a timely manner. He stated that concerns were expressed from residents that did not have an opportunity to provide their comments. He also added that other correspondence was received had been against the process in which the “Sea” Streets were placed under consideration without notice, which were not part of the appeal. Town Attorney Randolph presented two options for motions: The first, Town Council could send the item back to the Landmarks Preservation Commission to hear from the public before making a decision; the second, Town Council could make a motion to remove the historic district from consideration.

Council President Pro Tem Zeidman commented the Town Council had asked Landmarks Preservation Commission to remove consideration prior to a symposium in December, but they had voted to keep the “Sea” Streets under consideration. Based on the letters received from residents, and on advice of legal counsel, the following motion was made.

Motion was made by Council President Pro Tem Zeidman, and seconded by Council Member Lindsay, to remove from consideration, without prejudice, the “Sea” Streets as a Historic

District, based on Section 54-41 of the Town Code of Ordinances, and to allow the educational symposium to move forward without reference to any specific geographic area in the Town.

During discussion of the motion, Council Member Araskog asked whether enough notice was given. Town Attorney Randolph responded that notice was not required to place a property under consideration, and the Landmarks Preservation Commission had done everything legally. Council Member Araskog expressed her respect for the Landmarks Preservation Commission but thought the symposium needed to occur first.

Mayor Coniglio agreed with the motion made by Council President Pro Tem Zeidman. She believed that the Landmarks Preservation Commission's intention was altruistic. However, she felt it was the Town Council's job to determine the path forward. Mayor Coniglio recommended the Town Council to consider adding more money to the Landmarks' budget to allow them to look for qualifying homes on the "Sea" Streets.

Town Attorney Randolph advised that the motion would allow the Landmarks Preservation Commission to raise the issue again after the educational symposium occurs.

President Moore encouraged homeowners on the "Sea" Streets, who were in agreement with the Landmarks Preservation Commission's recommendation, to place their homes under consideration as the most logical way to move forward.

The Town Attorney advised public comment should be allowed before the motion is finalized.

Council Member Crampton thought the Landmarks Preservation Commission's action was an affront to the Town Council, and added he did not believe many homeowners on the "Sea" Streets wanted to place their home under consideration. He felt the symposium should move forward, and commented town-wide preservation was moving forward with Director Martin's initiative, which would take over a year.

PUBLIC COMMENT

All those intending to give testimony at today's meeting were sworn in by Administrative Specialist Churney at this time and throughout the meeting as necessary.

Mayor Coniglio left the meeting at approximately 2:20 p.m.

Daniel Hanley, 417 Seabreeze Avenue, wanted the freedom to make his own choices for his home and expressed concerns about the process.

Rene Silvin, Australian Avenue, Vice Chair of Landmarks Preservation Commission, thought homeowners saw a flawed process with loss of their rights and thought preservations saw the "Sea" Streets as being in peril. He urged all residents to attend the symposium.

Jay Serzan, 353 Seabreeze Avenue, applauded the Town Council's motion but didn't think it was enough and believed the motion should be removed with prejudice.

Jim McMullen, 301 Seabreeze Avenue, asked why large houses could be torn down but the smaller homes had to remain. He believed there were only about 5 houses that were original on his street. He thought the Landmarks' decision was not fair to residents on the "Sea" Streets.

Steven Greenwald, 128 Seaspray Avenue, discussed the landmarked homes on the "Sea" Streets. He felt the Landmarks Preservation Commission decisions were not based on fact. He expressed concern for homes that were in a FEMA zone or under sea level that had the pressure of being landmarked. He advocated for the Town Council to remove the consideration with prejudice.

Polly Wulsin, 425 Seabreeze Avenue, expressed concern for loss of value for homes located in a flood zone, if landmarked. She advocated for the Town Council to make the decision final.

President Moore inquired if President Pro Tem Zeidman wanted to alter her decision.

President Pro Tem Zeidman commented she thought education was important, she wanted to halt the action of the Landmarks Preservation Commission, and she had added without prejudice in case people changed their minds.

Town Attorney Randolph stated the Town Council was being clear by removing it from consideration at this time, and added the Landmarks Preservation Commission could revisit the item after the educational symposium since it was being removed without prejudice.

Director Martin commented that the symposium was part of code reform, although that had not yet been approved. He discussed different levels of the historic districts and thought preservation was not one size fits all.

Town Attorney Randolph mentioned contributing versus non-contributing in the Town's Ordinance.

Director Martin responded the ordinance could be changed. He explained that Zoning Manager Castro and Planning Manager Lindgren had been researching different ways to change the code to help with preservation, aside from landmarking.

Council Member Araskog agreed with the motion, stating she thought education was important, the symposium was not exclusively related to the "Sea" Streets Historic District, and this should be looked at more closely before removing with prejudice.

Council Member Crampton agreed with the motion and Council Member Araskog's comments. He thought the process should be allowed to work. He commented the symposium worked for overall education, not just the "Sea" Streets.

Council Member Lindsay agreed one size did not fit all, and she supported the symposium to provide education that allowed homeowners the flexibility to preserve. She felt the education was important to find a way to keep some of the old Palm Beach homes.

Council Member Araskog added that historic site surveys would be completed around February.

On roll call, the motion carried unanimously.

A short break was taken at 3:06 p.m. The meeting resumed at 3:14 p.m.

B. TIME EXTENSION AND WAIVERS

1. Time Extension Request for Renovation Work at Chanel – 301 Worth Avenue

Wayne Bergman, Assistant Director of Planning, Zoning and Building, presented the request. He spoke about the ongoing renovations by Chanel, and explained they were requesting three additional weeks for completion, due to delays created by the recent hurricane.

Council Member Araskog asked how the other businesses felt about a time extension. Harvey Oyer, attorney for the applicant, explained this would be only interior work, and the other business owners were anxious for completion.

Motion was made by Council Member Crampton and seconded by Council Member Araskog to grant a 3-week time extension to do renovation work at Chanel, 301 Worth Avenue. On roll call, the motion carried unanimously.

2. Request from O'Connor Property Management to Release the 1998 Use Agreement Requirement for 152 Peruvian Avenue

Director Martin presented the request to release the 1998 Use Agreement for Neiman Marcus overflow parking. All parties to the agreement had agreed to release the encumbrance. He clarified the location of the lot and explained it would revert to a single family residence lot.

Motion was made by Council Member Lindsay and seconded by Council President Pro Tem Zeidman to release the 1998 Use Agreement requirement for 152 Peruvian Avenue. On roll call, the motion carried unanimously.

3. Time Extension Request of Construction Work Hours for 288/290 South County Road, La Goulue Restaurant

Assistant Director Bergman presented the request to work until 8 p.m.

Monday through Friday, and 8 a.m. to 8 p.m. Saturdays, through the end of January 2020. The work would all be internal during the extended hours.

Jamie Crowley, attorney for the applicant, advised all of the people living above the space had been notified and there had been no objections.

Council Member Araskog recommended a condition stipulating indoor and quiet work unless neighbors said it was okay.

Attorney Crowley commented no outdoor work was requested, and the intention was not to work after hours if it was noisy. Attorney Crowley stated he would be happy to come back after speaking with the neighbors.

Council Member Lindsay asked that no work be performed November 27-30 and December 23-26.

The contractor indicated the time extension would be sufficient.

Motion was made by Council Member Araskog and seconded by Council Member Crampton to grant a time extension request of construction work hours for 288/290 South County Road, La Goulue, to work until 8 p.m. Monday through Friday, and 8 a.m. to 8 p.m. Saturdays through the end of January 2020, with no work to be done November 27-30 and December 23-26, and that any complaints from residents above the space would be mediated by Director Martin. On roll call, the motion carried unanimously.

C. VARIANCES, SPECIAL EXCEPTIONS, AND SITE PLAN REVIEWS

1. Old Business

Z-18-00108 SPECIAL EXCEPTION WITH VARIANCE(S) Zoning District: C-TS Town Serving Commercial The application of Palm Beach Hotel Condominium Association, Inc., Applicant, relative to property located at 235 SUNRISE AVE SUITE: CM 23, legal description on file, is described below. A request for a variance and a special exception to expand a non-conforming use ("hotel") to incorporate a 3,200 square foot space on the ground floor to be used as a gym which is an accessory use to the condominium hotel. If approved, consideration of proposed Declaration of Use Agreement, Request for Deferral to the December 11, 2019 Town Council Meeting per Letter from Maura Ziska.

This item was deferred under Approval of the Agenda, Item V.

2. New Business

- a. **Z-19-00222 VARIANCE(S)** Zoning District: R-B Low Density Residential The application of Jay and Katherine Horgen, Applicant, relative to property located at 322 CLARKE AVE SUITE: CABANA, legal description on file, is described below. Request for a variance in order to demolish and rebuild a 373 square foot accessory structure on the south side of a landmarked property with a finished floor elevation of 5 feet North

American Vertical Datum (“NAVD”) in lieu of the finished floor elevation that would be required under the FEMA regulations. (Landmark Preservation Commission Recommendation: The proposed improvement will not preclude the building’s continued designation as a historic building and the variance is the minimum necessary to preserve the historic character and design of the building. Carried 7-0. The Landmark Preservation Commission approved the project as presented. Carried 7-0)

No ex parte was declared by any member of the Town Council.

Attorney Maura Ziska, representing the owner, advised this was a landmarked home under renovations and explained the requested variances. The Landmark Preservation Commission had recommended approval of the flood variance.

Zoning Manager Castro provided staff comments.

Motion was made by Council President Pro Tem Zeidman, and seconded by Council Member Lindsay, that Variance Z-19-00222 shall be granted and find in support thereof that all the criteria applicable to this application as set forth in Section 134-201(a) items 1 through 7 have been met, and providing that the property owner did voluntarily commit that prior to the issuance of a building permit to either provide a recorded utility easement or an easement agreement satisfactory to the Town that insures a recorded easement will be granted if necessary to underground utilities in the area. On roll call, the motion carried unanimously.

- b. **Z-19-00223 VARIANCE(S)** Zoning District: R-A Estate Residential The application of Paul and Elizabeth Shiverick, Applicant, relative to property located at 16 GOLFOVIEW RD, legal description on file, is described below. The Applicant is proposing to construct a swimming pool along the west side of the property and relocate pool and air conditioning equipment along the east property line that will require the following variances: 1) Front yard setback of 30 feet in lieu of the 35 foot minimum required in the R-AQ Zoning District for the proposed swimming pool; 2) Street side yard setback of 10.5 feet in lieu of the 15-foot minimum required in the R-A Zoning District for the proposed swimming pool; 3) East side yard setback of .46 feet in lieu of the 5 foot minimum required for the proposed mechanical and pool equipment, 4) To allow four (4) pieces of equipment (air conditioning unit, pool heater, pool pump/filter combination, and fountain pump/filter combination) In the east side yard setback in lieu of the two (2) pieces of equipment maximum allowed.

Ex Parte communication was declared by Council Member Araskog, and Council President Moore.

Attorney Maura Ziska, representing the owner, advised this was a landmarked home under renovations and explained the requested variances.

Council Member Crampton questioned the lack of utility easement on the plan, to which Attorney Ziska stated that it was located across the street.

Council Member Araskog asked about the .46 feet setback in lieu of the 5 foot minimum, which was explained. Attorney Ziska explained the hardship.

Jaime Torres, Fairfax, Sammons + Partners, showed the space where the utility equipment would be placed.

Council Member Araskog confirmed the neighbor was okay with the location of utilities.

Motion was made by Council Member Crampton, and seconded by Council President Pro Tem Zeidman, that Variance Z-19-00223 shall be granted and find in support thereof that all the criteria applicable to this application as set forth in Section 134-201(a) items 1 through 7 have been met, and providing that the property owner did voluntarily commit that prior to the issuance of a building permit to either provide a recorded utility easement or an easement agreement satisfactory to the Town that insures a recorded easement will be granted if necessary to underground utilities in the area. On roll call, the motion carried unanimously.

Council President Moore stated she would be disappointed if the utility easement issues for the property were not easily solvable.

IX. ADJOURNMENT

Council Member Crampton made a motion to adjourn, seconded by Council Member Araskog. The meeting was adjourned at 3:40 p.m. without the benefit of a roll call.

APPROVED:

Danielle H. Moore, Town Council President

ATTEST:

Kelly Churney, Administrative Specialist

TOWN OF PALM BEACH

Town Council Meeting on: November 12, 2019

Section of Agenda Minutes

Agenda Title

Approval of Major Matters Considered by the Architectural Review Commission at its Meeting of October 30, 2019.

Presenter

Josh Martin, Director of Planning, Zoning and Building

ATTACHMENTS:

- ▣ **Memorandum Dated November 6, 2019 from Josh Martin, Director of Planning, Zoning and Building**
- ▣ **Minutes of the Architectural Review Commission Meeting of October 30, 2019**

TOWN OF PALM BEACH

Information for Town Council Meeting on: November 13, 2019

To: Mayor and Town Council

Via: Kirk Blouin, Town Manager

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

Re: Approval of the Architectural Commission Meeting Minutes of October 30, 2019

Date: November 6, 2019

STAFF RECOMMENDATION

Staff recommends that the Town Council approve the major items that were approved by ARCOM at the regularly scheduled meeting of October 30, 2019.

BOARD OR COMMISSION RECOMMENDATION

The Architectural Commission recommends that the Town Council approve the major items that were considered at the regularly scheduled meeting of October 30, 2019.

GENERAL INFORMATION

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

Attachment

JM:kmc



TOWN OF PALM BEACH

PLANNING, ZONING AND BUILDING DEPARTMENT

MINUTES OF THE REGULAR ARCHITECTURAL REVIEW COMMISSION MEETING HELD ON WEDNESDAY, OCTOBER 30, 2019

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

I. CALL TO ORDER

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

II. ROLL CALL

Robert J. Vila, Chairman	PRESENT
Michael B. Small, Vice Chairman	PRESENT
Robert N. Garrison, Member	PRESENT
Alexander C. Ives, Member	PRESENT
Maisie Grace, Member	PRESENT
John David Corey, Member	PRESENT
Nikita Zukov, Member	PRESENT
Betsy Shiverick, Alternate Member	PRESENT
Katherine Catlin, Alternate Member	PRESENT
Dan Floersheimer, Alternate Member	PRESENT

Staff Members present were:

John Lindgren, Planning Manager

Kelly Churney, Secretary to the Architectural Review Commission

III. PLEDGE OF ALLEGIANCE

Chair Vila led the Pledge of Allegiance.

IV. APPROVAL OF THE MINUTES FROM THE SEPTEMBER 25, 2019 MEETING

Motion made by Mr. Small and seconded by Mr. Ives to approve the minutes from the September 25, 2019 meeting. Motion carried unanimously.

V. APPROVAL OF THE AGENDA

Mr. Small requested the withdrawal of the following project: B-057-2019, 224 S. Ocean Blvd.

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

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

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

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

There were no comments heard at this time.

VIII. **COMMENTS FROM THE ARCHITECTURAL COMMISSION MEMBERS**

Mr. Garrison requested to add the word opaque in the motions regarding demolition screening. Mr. Lindgren agreed to the suggestion and stated that the word opaque could be added.

Mr. Garrison thought there should be a mechanism to alert neighbors when someone removes a hedge buffer between two residences. Mr. Lindgren stated that changes are in the works with regards to landscape buffers between ORS and the Town Council.

Mr. Corey suggested that the landscape plant list should be in a larger font so that Commissioners do not need a magnifying glass to read the plans. Mr. Lindgren stated he would add the increased font to the check list.

Mr. Corey inquired about the landscape plan for 1485 Via Manana and stated the Ficus Nitida was on the plan as Florida friendly, when it is not a Florida friendly plant.

Julie Araskog, 1490 Via Manana, expressed concern about planting Ficus Nitida and the chemicals needed to maintain the hedge due to the white fly.

Mr. Lindgren stated he could speak to the architect for the project and ask if he would change the planting material.

IX. **PROJECT REVIEW**

A. DEMOLITIONS AND TIME EXTENSIONS

B-072-2019 Demolition

Address: 893 South County Road

Applicant: Mr. Alex Chesterman

Professional: MP Design & Architecture

Project Description: Demolition of existing two-story residence, pool and hardscape.

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

Michael Perry, MP Design & Architecture, addressed the concerns raised in the letter from the neighbor. He presented the demolition report for the home and presented the plans for the proposed demolition.

Mr. Floersheimer asked about the ownership and inquired if the owner would obtain a unity of title for the properties. Mr. Perry state that the owner would be seeking unity of title. Mr. Floersheimer expressed concern for the existing driveway on South County.

Sean Allen, Nievera Williams Design, presented the landscape and hardscape plans for the proposed demolition.

Mr. Corey inquired if a hedge would be continued at the rear of the property. Mr. Perry explained intent of the future landscaping for the property.

Mr. Small asked if the owner would dedicate and record a utility easement or enter into an agreement ensuring said easement, if necessary, to facilitate utility undergrounding in the area. Mr. Perry agreed to the easement.

Motion made by Mr. Corey and seconded by Mr. Garrison that the proposed demolition of 893 South County Road has met the conditions listed in Sec. 18-206 of the Town's Code of Ordinances, and to approve the demolition as presented with the following caveats: sod and irrigate the property within 30 days, all elements on the property are to be maintained prior to demolition, an opaque screening fence will be added to the entire perimeter during demolition and the items remaining after demolition to be maintained until new construction commences. Motion carried unanimously. This application was approved with the condition that prior to the issuance of a building permit, the applicant shall either dedicate and record a utility easement, or enter into an agreement ensuring said easement, if necessary to facilitate utility undergrounding in the area.

B. MAJOR PROJECTS – OLD BUSINESS

B-050-2019 Demolition/New Construction

Address: 233 Arabian Road

Applicant: 233 Arabian LLC

Professional: Harold Smith/Smith and Moore Architects

Project Description: Demolition of an existing one-story residence and pool.

Construction of a two-story residence and pool. Final hardscape and landscape.

A motion carried at the August meeting to approve the demolition with conditions. A second motion carried to defer the project for one month to September 25, 2019 to allow the professional to address concerns of the Commission. At the September 25, 2019 ARCOM, meeting the project was deferred to October 30, 2019 to restudy the driveway entrance.

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

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

Mr. Garrison thought the offset driveway was a good change. Mr. Small agreed with Mr. Garrison.

Ms. Shiverick was in favor of the new house color.

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

Mr. Corey inquired about the native landscape plan. Mr. West responded.

Mr. Small asked if the owner would dedicate and record a utility easement or enter into an agreement ensuring said easement, if necessary, to facilitate utility undergrounding in the area. Mr. Smith agreed to the easement.

Motion made by Mr. Corey and seconded by Mr. Garrison that the proposed project at 223 Arabian Road has met the conditions listed in Sec. 18-205 of the Town's Code of Ordinances and to approve the project as presented with the caveat that any landscape changes would need to be approved by the Commission. Motion carried unanimously. This application was approved with the condition that prior to the issuance of a building permit, the applicant shall either dedicate and record a utility easement, or enter into an agreement ensuring said easement, if necessary to facilitate utility undergrounding in the area.

B-052-2019 Demolition/New Construction

Address: 405 N. Lake Way

Applicant: Mary E. Curran

Professional: Anthony A. Harrington

Project Description: Proposal of a new two-story residence with pool, landscape and hardscape. Demolition of existing two-story residence.

A motion carried at the August meeting to approve the demolition with conditions. A second motion carried to defer the project for one month to September 25, 2019 so that the professional could address the comments made by the Commission. Because of the storm experienced in the area, the applicant was granted a deferral until the October 30, 2019 meeting to allow the applicant sufficient time to make the necessary revisions.

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

Mr. Harrington introduced Mortimer Curran, who represented the Curran family.

Mortimer Curran thanked the Commission for their input and stated they had worked to meet all of the Commissioners comments and requests.

Mr. Harrington presented the architectural modifications proposed for the new residence.

Adam Mills, Environment Design Group, presented the landscape and hardscape modifications proposed for the new residence.

Mr. Vila asked about the proposed Gumbo Limbo tree and questioned if another species would be better. Mr. Mills responded.

Mr. Ives thought the entrance feature was too narrow and had become insignificant. He questioned whether the stairwell was driving the design of the entrance. He suggested a restudy of the feature.

Ms. Grace thought the changes were all an improvement. She suggested reducing the windows over the stairwell and restudying the columns at the entrance.

Mr. Corey questioned whether the proposed home fit the site as he thought the house was too wide. He questioned the fenestration on both facades, especially the west elevation since it faced the water. He thought the west façade was disjointed and suggested that the roof was too heavy for the home. Finally, he commented that the entrance was too narrow and questioned the bay window on the east fenestration.

Mr. Garrison disagreed with the other commissioners and thought the flat elevation did not show the home's potential. He thought a 3-D model would be beneficial to allow others to see the character of the home. He thought the bay window was too large but stated he would support the home.

Ms. Catlin was in favor of many of the changes. She thought the front door as well as the element over the garage were too narrow. She thought the fenestration on the west elevation could be cleaned up but was overall in favor of the home.

Ms. Shiverick was in favor of the changes but agreed the entrance was too narrow. She agreed with Ms. Grace in her suggestion to reduce the number of windows over the stair entrance. She also agreed with Mr. Corey that the roof was too heavy. She was in favor of the landscaping changes.

Mr. Vila thought the design was good since it was a multi-generational home. He recommended changing the front door to something more in line with the Bermudian style. He thought a reduction in the windows over the staircase was a good idea. He thought there was a lack of harmony in the fenestration on the west elevation. Mr. Vila thought a restudy of the roof was necessary.

Mr. Vila called for public comments.

Gene Pandula, architect and representing Ms. Hammond, who is the next door neighbor. He expressed concern for the proposed roof and its massing. He presented photos of some of the neighboring homes and their roofs.

Mr. Corey asked to see one of the photos shown by Mr. Pandula and asked his opinion about the project's projected garage design. Mr. Pandula responded.

Mr. Garrison was in favor of the sketch of the roof shown by Mr. Pandula. Ms. Grace agreed with Mr. Garrison.

Mr. Harrington addressed some of the comments made by the Commissioners.

Mr. Curran advocated for the proposed roof design as he believed it was in line with the architectural style proposed. Mr. Curran stated that he had reached out to Ms. Hammond to meet and discuss the architectural plans but added that she had been unwilling.

Mr. Pandula responded to the comments made by Mr. Curran.

Motion made by Mr. Garrison and seconded by Mr. Corey to defer the project to the November 22, 2019 meeting with a direction to restudy study all of the comments made by the Commissioners, specifically the roof, main entrance, the front door and the doors on the west elevation. Motion carried unanimously.

B-057-2019 Additions/Modifications

ARCOM TO MAKE RECOMMENDATIONS RELATIVE TO VARIANCE(S)

- done on August 28, 2019

Address: 224 S. Ocean Blvd.

Applicant: Armen Manoogian

Professional: Jose A. Gonzalez, Gonzalez Architects

Project Description: Proposed work includes the construction of a new 440 sq. ft., one story detached, two car garage and driveway.

At the August 28, 2019 meeting, the Commission made a recommendation to Town Council that implementation of the proposed variance will cause negative architectural impact to the subject property. A second motion carried to defer the project for one month to the September 25, 2019 meeting so that the professional could restudy the design of the garage. Because of the storm experienced in the area, the applicant was granted a deferral until the October 30, 2019 meeting to allow the applicant sufficient time to make the necessary revisions. *The applicant has now requested that this application be withdrawn.*

Please note: This item was withdrawn the approval of the agenda, Item V.

B-063-2019 New Construction

Address: 220 Brazilian Avenue

Applicant: PBROC Limited Partnership

Professional: Patrick Ryan O'Connell Architect, LLC

Project Description: Proposed construction of a new two-story, two-family residential structure, including new pools, hardscape and landscape.

At the September 25, 2019 ARCOM, meeting the project was deferred for one month to October 30, 2019 for restudy.

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

Mr. O'Connell presented the architectural modifications proposed for the new, multifamily residence.

Mr. Vila called for public comments.

Robert Andrew Roddy, 223 S. County Rd., expressed concern for the any landscaping that would have a deep root system on the property line that would invade the undergrounded utilities as well as landscaping that would drop material on his property.

Dustin Mizell, Environment Design Group, presented the landscape and hardscape modifications proposed for the new multi-family residence.

Mr. Roddy stated he would like to see more details of the plans. Mr. Vila thought the professional addressed Mr. Roddy's concerns in the plans he presented.

Mr. Ives thought that many of the changes addressed the comments from the Commission. However, he expressed concern of the "box"-like feel of the design. He made a suggestion to flip one of the units from back to front.

Ms. Grace was in favor of the changes but thought that the changes were not significant enough in the reduction of the mass.

Mr. Corey thought the changes were good and that the professional listened to the Commission. Mr. Corey inquired about the roof change. Mr. O'Connell responded. Mr. Corey asked if the chimneys could be reduced in the height. Mr. O'Connell stated he would make the reduction. Mr. Corey thought the mechanical equipment in the rear of the property would be ideal. He was in favor of the landscape and hardscape changes however he questioned the proposed driveway and pedestrian gates.

Ms. Shiverick questioned the number of lights on the home, specifically on the second floor. She recommended reducing the number of lanterns.

Mr. Garrison asked about the shared roof and how that would function with two different owners. Mr. O'Connell responded. Mr. Garrison inquired about the

color proposed for the body of the residences. Mr. O'Connell responded. Mr. Garrison also questioned the proposed roof material.

Mr. Floersheimer questioned the massing of the residence on the lot.

Ms. Catlin thought the changes were successful. She asked the professional if he intended to address the chimney heights and the placement of the mechanical equipment. Mr. O'Connell responded. She added that she did not have a problem that the townhomes were mirror images of each other.

Mr. Vila was in favor of the different design. He thought a visual separation of the units would be nice. He suggested using color in the body of the residence.

Mr. Roddy expressed concern for the proposed generator on the east side. He recommended using a Tesla solar wall.

Mr. Small expressed concern with the size and massing of the building. He thought the gates were acceptable. He also recommended changing the color of the body of the residences.

Mr. O'Connell showed a comparison of the setbacks of neighboring properties on the overhead projector.

Mr. Corey inquired if the Coconut Palms would be restored in the right of way. Mr. Mizell confirmed they would be replaced.

Motion made by Ms. Grace and seconded by Mr. Corey to defer the project for one month, to the November 22, 2019 meeting, for a restudy in accordance with the comments of the Commissioners, specifically the comments relating to the mass of the structure. Motion carried unanimously.

Please note: A short break was taken at 10:50 a.m. The meeting resumed at 11:06 a.m.

B-064-2019 Additions/Modifications

Address: 201 Via Linda

Applicant: Tom Roush

Professional: Stephen Roy (Architect)

Project Description: Lot unification - Renovation and addition to an existing 2-story residence to include new landscape, hardscape and pool.

Because of the storm experienced in the area, the applicant was granted a deferral until the October 30, 2019 meeting to allow the applicant sufficient time to make the necessary revisions.

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

Mr. Roy presented the architectural addition and renovations proposed for the existing residence. Mr. Roy presented additional architectural drawings on the overhead projector.

Mr. Corey was in favor of the proposal. He inquired about the increase in the height of the addition compared to the existing home. Mr. Roy responded. He inquired about the change in the loggia. Mr. Roy further explained his design and presented the floor plan and elevation on the overhead projector.

Ms. Shiverick was in favor of the changes and thought they added charm. She asked about the Bahamian shutters. Mr. Roy responded. Ms. Shiverick was in favor of the project.

Ms. Grace was in favor of the changes and thought it was a good project.

Mr. Floersheimer asked about the roof heights proposed. Mr. Roy responded. Mr. Floersheimer inquired about the roof plan.

Mr. Vila asked about the windows and doors proposed. Mr. Roy responded and explained his material choice.

Mr. Floersheimer inquired about the chimney design. Mr. Roy stated the chimney was an existing chimney and would not be changed. Mr. Floersheimer asked about the picture window on the north façade. Mr. Roy responded.

Mr. Small asked if the owner would dedicate and record a utility easement or enter into an agreement ensuring said easement, if necessary, to facilitate utility undergrounding in the area. Mr. Roy agreed to the easement.

Che Wei Kuo, Fernando Wong Outdoor Living Design, presented the landscape and hardscape modifications proposed for the existing residence.

Mr. Vila inquired about the type of grass proposed. Mr. Kuo responded.

Mr. Corey inquired about the width of the piers proposed. He thought the piers were too wide and the finials should be removed. He thought the pedestrian gate was too narrow but the piers were too wide and heavy and not needed. Mr. Corey was in favor of the materials proposed but recommended using a different material to replace the Ficus Nitida proposed.

Ms. Grace stated that many of the neighboring homes did not have a vehicular gate and questioned the proposed gate. Mr. Kuo responded. Mr. Vila agreed with Ms. Grace and thought the addition of a vehicular gate may be a bad precedence to set.

Ms. Catlin thought the gate was not necessary for privacy in the area and thought the gate would detracted from the home.

Mr. Vila suggested looking at the location of the garage in relationship to the kitchen. Mr. Roy responded.

Motion made by Ms. Grace and seconded by Mr. Corey that the proposed project at 201 Via Linda has met the conditions listed in Sec. 18-205 of the Town's Code of Ordinances, and to approve the project as presented with the caveat that the vehicular gate is removed and the Ficus Nitida is replaced with another material. Motion carried unanimously. This application was approved with the condition that prior to the issuance of a building permit, the applicant shall either dedicate and record a utility easement, or enter into an agreement ensuring said easement, if necessary to facilitate utility undergrounding in the area.

B-067-2019 Additions/Modifications

Address: 560 Island Drive

Applicant: James Reyes & Jennifer Blair

Professional: MP Design & Architecture

Project Description: Improvements to existing two-story residence.

Because of the storm experienced in the area, the applicant was granted a deferral until the October 30, 2019 meeting to allow the applicant sufficient time to make the necessary revisions.

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

Michael Perry, MP Design & Architecture, presented the architectural modifications to the existing two-story residence. Mr. Perry presented material samples to the Commission.

Mr. Vila inquired about the window and door replacements. Mr. Perry responded.

Ms. Grace thought the changes were a large improvement to the existing home.

Ms. Shiverick liked the changes and inquired if the owners would consider a pastel color in place of the proposed white. Mr. Perry responded. A short discussion ensued about the color of the home.

Motion made by Ms. Grace and seconded by Mr. Garrison that the proposed project at 560 Island Drive has met the conditions listed in Sec. 18-205 of the Town's Code of Ordinances, and to approve the project as presented with the caveat that the color be changed to a creamier version of the color. Motion carried unanimously.

C. MAJOR PROJECTS – NEW BUSINESS

B-062-2019 New Construction

Address: 133 Gulfstream Road

Applicant: ANERO LLC

Professional: Jeffrey Silberstein – Silberstein Architecture

Project Description: Construction of a new one-story 3,000 square-foot residence with pool, landscape and hardscape.

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

Mr. Silberstein provided a brief overview of the proposed home. He showed a rendering of the front elevation of the proposed home and concluded his presentation.

Mr. Ives thought the proposed design was too dissimilar for the surrounding area. He thought the use of materials would be important moving forward.

Ms. Catlin thought it did not fit in the surrounding area. She thought the two front loading garages were unattractive. She thought the design bordered on looking too commercial.

Mr. Small thought the proposal was not in harmony with the neighborhood.

Ms. Shiverick thought the home deserved a chance. She thought there were two homes within 200 feet that were comparable to the proposed home. She agreed that different materials could be used but thought the design was authentic.

Ms. Grace thought a continuity of style in this area was important and added that she did not believe the home did not fit within the area.

Mr. Floersheimer agreed with many of the comments but commended the professional for designing a modest scaled home. He thought the home needed to be softened to fit in the area.

Mr. Corey thought the area was special and the proposed home did not fit in the area.

Mr. Garrison agreed with the Commissioners but thought Ms. Shiverick had a good point. With that said, he thought this home needed some restudy.

Mr. Vila agreed with Mr. Garrison. Mr. Vila expressed concern with the two garage doors that faced the street.

Mr. Vila called for public comments.

Carlos Arrendondo, 146 Gulfstream Rd., advocated for his the proposed home on behalf of his daughter, who is the owner.

M. Timothy Hanlon, on behalf of the owner of 115 Gulfstream Rd., expressed concerns for the proposed home.

Mr. Arrendondo identified the garages on Gulfstream Road that faced the street.

Motion made by Mr. Grace and seconded by Mr. Corey to defer the project in accordance with the comments from the Commissioners.

Mr. Vila thought there was an opportunity for the design with a restudy.

Motion carried unanimously. After the motion, it was determined that the project would be deferred for two months, to the December 13, 2019 meeting.

B-068-2019 Demolition/New Construction

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

Address: 218 Debra Lane

Applicant: Andrew and Milla Russo

Professional: LaBerge & Menard

Project Description: Demolition of existing structure, landscape and hardscape.

Construction of a new two-story, 3,539 square-foot under air residence, pool, landscape and hardscape.

ZONING INFORMATION: A request for Site Plan Review to build a 3,539 square-foot 2-story home, hardscape and swimming pool on an existing 10,393 square-foot platted lot with a depth of 90 feet in lieu of 100-foot minimum required (Section 134-893(b)(2)). The following variances are also being requested for the swimming pool: a) Request for a front yard setback of twenty feet, four inches (20.33') in lieu of the twenty-five foot (25') minimum front yard setback required by code (Section 134-1757), and b) Request to allow the proposed swimming pool in a required street side yard with a continuous hedge of three feet (3.0') in height in lieu of six feet (6.0') minimum required (Section 134-1757).

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

Frank Lynch, attorney for the owner, argued that the neighborhood and street were in transition. He provided an overview of the home and presented the demolition report. He requested approval of the proposed demolition.

Mr. Small asked if the owner would dedicate and record a utility easement or enter into an agreement ensuring said easement, if necessary, to facilitate utility undergrounding in the area. Mr. Lynch agreed to the easement.

Mr. Corey inquired if the chicane in the road could be removed if the owner was willing to work with the Town in undergrounding. Mr. Lindgren stated he would notify Steven Stern about the owner's willingness.

Motion made by Mr. Ives and seconded by Mr. Zukov that the proposed demolition of 218 Debra Lane has met the conditions listed in Sec. 18-206 of the Town's Code of Ordinances, and to approve the demolition as presented with the following caveats: sod and irrigate the property within 30 days, all elements on the property are to be maintained prior to demolition, an opaque screening fence will be added to the entire perimeter during demolition and the items remaining after demolition to be maintained until new construction commences. Motion carried unanimously. This application was approved with the condition that prior to the issuance of a building permit, the applicant shall either dedicate and record a utility easement, or enter into an agreement ensuring said easement, if necessary to facilitate utility undergrounding in the area.

Daniel Menard, LaBerge and Menard, presented the architectural plans proposed for the new residence.

Todd MacLean, Todd MacLean Outdoors, explained the variance needed for the pool design. Mr. Lynch explained the hardship for the variance request.

Ms. Grace thought the mass of the home, compared to the existing home, exacerbated the variance request.

Mr. Lynch explained the project and zoning request to the Commission and advocated for a positive recommendation to the Town Council.

Mr. Corey inquired about the amount of pool that was located in the setback. Mr. Lynch responded. Mr. Corey recommended reducing the pool.

Mr. Ives thought that the size of the pool did not have an effect on the architecture and thought the pool design was acceptable. Mr. Vila agreed.

Mr. Menard showed a video of the proposed home.

Mr. Ives thought the design overall was very befitting of the area. He thought the proposed design was a nod to the previous styles that were in the area. Mr. Ives thought the design was modest and respectful.

Ms. Catlin agreed with Mr. Ives. She thought it was a creative use on a challenging lot. She thought the height was respectful in its design. She thought the design would set the bar for other homes in the area.

Mr. Floersheimer agreed with Ms. Catlin and was in favor of the design.

Ms. Grace thought the home stood out as a much larger home than the surrounding homes. She expressed concern for the design.

Mr. MacLean presented the landscape and hardscape plans proposed for the new home.

Mr. Corey was in favor of the landscape plan.

Mr. Garrison clarified the variance requests.

Motion made by Mr. Garrison and seconded by Mr. Zukov that implementation of the proposed site plan review and variances will not cause negative architectural impact to the subject property. Motion carried 5-2, with Ms. Grace and Mr. Corey opposed.

Mr. Vila spoke in favor of the proposed home.

Mr. Vila called for public comments.

Milla Russo, owner, thanked the Commission for their comments and spoke about the intent of the design of their proposed home.

John Dotterrer, 1470 N. Ocean Blvd., expressed concern that the proposed home was incongruent to all of the homes in the area. He also expressed concern for the increase of the mass and the proposed floor area ratio of the home.

Messrs. Vila and Garrison expressed objections for the arguments made by Mr. Dotterrer.

Ms. Catlin stated that none of the owners, at the time, accepted the underground equipment and therefore, a chicane was installed. She thought it was unfair to place the burden on a new owner.

Ron Kolins, represented owners of 1464 Laurie Lane, expressed concerns for the proposed home.

Mr. Lynch responded to the concerns expressed by Mr. Kolins.

Motion made by Mr. Ives and seconded by Mr. Zukov that the proposed project at 218 Debra Lane has met the conditions listed in Sec. 18-205 of the Town's Code of Ordinances and to approve the project as presented. Motion carried 4-3, with Messrs. Small, Corey and Ms. Grace opposed.

B-070-2019 Additions/Modifications

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

Address: 259 Worth Avenue

Applicant: Fro II 259 Worth Owner LLC

Professional: Keith Spina (Glidden Spina)

Project Description: Convert existing 2nd floor retail space to residential, and add 3rd floor residential unit to existing 2-story building.

ZONING INFORMATION: A request for Special Exception with Site Plan Review in order to construct a third story as a special allowance based on the Worth Avenue Design Guidelines. This project qualifies for the special allowances as set forth in the Worth Avenue Design Guidelines. The proposed third story consists of a roof top deck with an enclosed 2,390 square feet of living space, which includes a 720 square foot pergola. The following variance is being requested: Section 134-1165 - proposed maximum story coverage of 33% for the enclosed living area on the third floor roof deck in lieu of the 25% maximum allowed for a third story using the Worth Avenue Design Guidelines.

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

Mr. Lindgren reviewed the zoning requests and clarified an error had been made with the variance for the third floor roof deck. He referenced the Worth Avenue Design Guidelines when explaining the zoning requests.

Mr. Vila clarified the request for the second floor.

Mr. Small stated that he had a concern for the view of the third floor from the street.

Mr. Floersheimer questioned the address for the property. Mr. Spina stated that after a discussion with town staff, everyone agreed the stated address would be the applicable address for the application.

Mr. Spina presented the architectural modifications proposed for the commercial building.

Mr. Zukov expressed concern for the use of the space.

Ms. Grace expressed concern for the view of the third story from the street as well as from other buildings. Her concern also was for the change in Worth Avenue.

Mr. Corey stated he was in support of the project. He inquired about the pergola proposed for the third floor. Mr. Spina responded. He recommended using a different material for the pergola.

Mr. Ives agreed with Mr. Corey. He thought it was positive for mixed use. He expressed a small concern for the proposed pool in relation to the design guidelines and questioned if it should be changed to a water feature. Mr. Spina responded.

Mr. Floersheimer was in favor of the proposed mixed use but questioned whether the third floor would set an uncomfortable precedence. Mr. Spina responded. A short discussion ensued about the third floor proposed.

Mr. Floersheimer inquired about the parking for the space. Mr. Spina responded.

Ms. Shiverick was in favor of the project.

Ms. Catlin was in favor of the project and was in favor of the proposed mixed use space.

Mr. Small thought the project was good but did have a concern for the pergola and the pool.

Mr. Garrison inquired about the roof of the second floor and whether it would be raised. Mr. Spina responded. He was in favor of the project but expressed concern for the proposed pool.

Mr. Spina presented a rendering of the proposed third floor on the overhead projector.

Mr. Vila thought the north façade should be included in the beautification of the building. Mr. Spina agreed. Mr. Vila made a few suggestions for the north façade.

Motion made by Mr. Corey and Mr. Small that the proposed project at 259 Worth Avenue has met the conditions listed in Sec. 18-205 of the Town's Code of Ordinances and to approve the project as presented with the following items to return to the Commission at the November 22, 2019 meeting: a restudy of the pool area, the beautification of the north façade and a different option for the pergola on the third floor.

Mr. Vila called for public comments.

Jane Holzer, the owner of the building to the east, stated she was in favor of the project and thought it was a terrific addition to the Town.

Motion carried 6-1, with Ms. Grace opposed.

Motion made by Mr. Garrison and seconded by Mr. Small that the project meets the Worth Avenue Design Guidelines. Motion carried 5-2, with Mr. Ives and Ms. Grace opposed.

B-069-2019 Demolition/New Construction

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

Address: 977 South Ocean Boulevard

Applicant: 195 PHESTEN ASSOCIATES, LLC (RUSTY & ASHLEY HOLZER)

Professional: Studio SR Architecture

Project Description: Demolition of existing 1-story wood frame house, and construction of a contemporary 1 & 2-story residence.

ZONING INFORMATION: A request for Special Exception with Site Plan Review to allow the construction of a 6,546 square foot two-story residence on a non-conforming lot that is 76.5 feet in

depth in lieu of the 150 foot minimum required in the R-A Zoning district and 12,813 feet in area in lieu of the 20,000 square foot minimum area required in the R-A Zoning district (Section 134-840 & 134-893(c)). The following variances are also being requested:

1. Section 134-843(a)(5): A request for a variance to allow the proposed residence to have a front setback of 21.2 feet in lieu of the 35-foot minimum required in the R-A Zoning District.
2. Section 134-843(a)(5) and (9): A request for a variance to allow the proposed residence to have a rear setback of 9 feet in lieu of the 15 foot minimum required in the R-A Zoning District which includes the balconies which extend 3 feet from the building in lieu of the 2' foot maximum allowed.
3. Section 134-1757: A request for a variance to allow the proposed residence to have a swimming pool rear setback of 5.3 feet in lieu of the 10-foot minimum required in the R-A Zoning District.
4. Section 134-843(a)(11): A request for a variance to allow the proposed residence to have a Lot Coverage of 33.32% in lieu of the 25% percent maximum allowed in the R-A Zoning District.
5. Section 134-843(a)(6)b: A request for a variance to allow the proposed residence to have an Angle of Vision of 136 degrees in lieu of the 116 degrees maximum allowed in the R-A Zoning District.
6. Section 134-843(a)(7): A request for a variance to allow the proposed residence to have a Building Height Plane setback range of 21.2' to 29.9' in lieu of the range of 35' to 42' 11 1/4" minimum required in the R-A Zoning District for this proposed house.

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

Maura Ziska, attorney for the owner, reviewed the overall project and the discussed the constraints in designing the new home. She explained the zoning request to the Commission and advocated for a positive recommendation to the Town Council.

Ashley Holzer, owner, spoke about the intent for the property and advocate for the proposed home.

Rafael Rodriguez, Studio SR Architecture, presented the proposed demolition of the existing property.

Keith Williams, Nievera Williams Design, presented the landscape and hardscape demolition plan proposed for the existing site.

Mr. Vila inquired about the proposed construction screening plan.

Raphael Saladrigas, Studio SR Architecture, presented the construction screening plan.

Mr. Garrison requested that an opaque screening would be used. Mr. Vila wanted to make sure that the screening would prevent the sand from blowing across the lot during demolition. Mr. Williams confirmed he would use a dense, opaque material that would contain the sand.

Mr. Ives asked if the owner would dedicate and record a utility easement or enter into an agreement ensuring said easement, if necessary, to facilitate utility undergrounding in the area. Mr. Saladrigas agreed to the easement.

Motion made by Mr. Ives and seconded by Mr. Zukov that the proposed demolition of 977 S. Ocean Blvd. has met the conditions listed in Sec. 18-206 of the Town's Code of Ordinances, and to approve the demolition as presented with the following caveats: sod and irrigate the property within 30 days, all elements on the property are to be maintained prior to demolition, an opaque screening fence will be added to the entire perimeter during demolition and the items remaining after demolition to be maintained until new construction commences. Motion carried unanimously. This application was approved with the condition that prior to the issuance of a building permit, the applicant shall either dedicate and record a utility easement, or enter into an agreement ensuring said easement, if necessary to facilitate utility undergrounding in the area.

Mr. Saladrigas presented the architectural plans proposed for the new residence.

Mr. Williams presented the landscape and hardscape plans proposed for the new residence. Mr. Williams put an additional rendering on the overhead projector.

Mr. Garrison expressed concern for a path to get to the front door from the driveway as well as backing out of the driveway. Otherwise, he stated it was a well-designed home. Mr. Williams responded. Mr. Garrison thought these two items needed restudied.

Ms. Shiverick asked about the spiral staircase and what it would access. Mr. Saladrigas responded.

Ms. Catlin thought the professionals did a good job keeping the home low and working within the constraints of the lot. She also was in favor of the landscape plan and the lines of the proposed home.

Mr. Corey was in favor of the landscape plan. Mr. Corey questioned the Georgian style home as a beach house. He thought the house was too large and the height was driving the variances. Mr. Saladrigas responded. Mr. Corey concluded that a smaller beach house would be a better product and better for the area.

Mr. Vila thought the house was well design but thought it needed to have more of a beach feel in terms of the materials. He expressed a concern for the landscaping due to the wind in the location. He also questioned the roof pitch. Mr. Vila provided a few suggestions to Mr. Williams.

Mr. Floersheimer thought the plan for house was excessive and could be reduced. He also thought the house should be shown in comparison next to the adjacent beach cabana.

Mr. Vila called for public comments.

John Eubanks, attorney representing William Koch, presented objections to the new residence proposed.

Mr. Saladrigas presented rebuttal to the objections raised by Mr. Eubanks.

Frank Lynch, attorney representing 1020 South Ocean LLC., presented objections to the new residence proposed.

Mr. Small stated he was conflicted due to the physical constraints of the shallow lot. He thought the house look massive due to the lot size. He added that by granting the variances, it would make the situation worse.

Mr. Saladrigas stated that the redevelopment of the houses on the street would eventually face the same issue. He asked the Commissioners what they felt about the future development.

Mr. Vila thought a video may visually help the Commissioners.

Motion made by Mr. Corey and seconded by Mr. Small to defer the project to the December 13, 2019 meeting for a restudy in accordance with the comments from the Commissioners. Motion carried unanimously.

D. MINOR PROJECTS – OLD BUSINESS

None

E. MINOR PROJECTS – NEW BUSINESS

None

X. ADDITION COMMUNICATION FROM CITIZENS (3 MINUTE LIMIT PLEASE)

There were no comments heard at this time.

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

Mr. Lindgren reviewed the number of upcoming projects in November.

Mr. Lindgren also asked the Commission to make a motion that all of the approvals during the meeting were in accordance to either Sec. 18-205 or Sec. 18-206, whichever was applicable.

Motion made by Mr. Ives and seconded by Mr. Garrison that all of the approvals made during the meeting were in accordance to Section 18- 205 and/or Section 18-206. Motion carried unanimously.

XII. ADJOURNMENT

Motion made by Mr. Ives and seconded by Mr. Garrison to adjourn the meeting at 3:29 p.m. Motion carried unanimously.

The next meeting will be held on Friday, November 22, 2019 at 9:00 a.m. in the Town Council Chambers, 2nd floor, Town Hall, 360 S County Rd.

Respectfully Submitted,

Robert J. Vila, Chairman
ARCHITECTURAL COMMISSION

kmc

TOWN OF PALM BEACH

Town Council Meeting on: November 12, 2019

Section of Agenda

Resolutions

Agenda Title

RESOLUTION NO. 125-2019 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 \$82,442.69 for FY20.

Presenter

Nicholas Caristo, Chief of Police

ATTACHMENTS:

- ▣ **Memorandum Dated October 7, 2019 from Nicholas Caristo, Chief of Police**
- ▣ **Resolution No. 125-2019**
- ▣ **MPSCC Budget**
- ▣ **Invoice from MPSCC Dated September 18, 02019**

TOWN OF PALM BEACH

Information for Town Council Meeting on: November 12, 2019

To: Mayor and Town Council

Via: Kirk W. Blouin, Town Manager

From: Nicholas Caristo, Chief of Police

Re: Payment to Municipal Public Safety Communications Consortium (MPSCC) of Palm Beach County, Inc. for FY 2020 Operating Costs
Resolution No. 125-2019

Date: October 7, 2019

STAFF RECOMMENDATION

Staff recommends Town Council approve purchase order and payment in the amount of \$82,442.69 to the Municipal Public Safety Communications Consortium (MPSCC) of Palm Beach County, Inc. for the Town's share of the MPSCC's FY 2019 Operating Costs as detailed in Exhibit A and subject to approval of Fiscal Year 2020 Budget.

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 costs 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. Eight (8) other local law enforcement agencies (West Palm Beach, Palm Beach Gardens, Jupiter, Atlantis, Juno, Jupiter Inlet Colony, Palm Beach County School Board and North Palm Beach) make up the remaining Consortium members.

Payment to Municipal Public Safety Communications Consortium
(MPSCC) of Palm Beach County, Inc. for FY 2020 Operating Costs
Resolution No. 125-2019

FUNDING/FISCAL IMPACT

Annual cost percentages are based on member usage/radios and other criteria agreed on by consortium members. The cost per radio for FY2020 to participate in the consortium is approximately \$350. The Town's share of the FY 2020 MPSCC Operating Cost is \$82,442.69. This represents an increase of \$45.61 from the previous year's total of \$82,397.08.

This expense is shared proportionally with the Fire Rescue Department (65% Police = \$53,587.75 and 35% Fire Rescue = \$28,854.94) in order to more accurately reflect true cost of operating expenses for each organization. Budget allocations have been included in both Police and Fire-Rescue FY2020 Proposed Budgets.

PURCHASING REVIEW

This is not a purchasing related item, as payment is a requirement of the consortium, and therefore approval is not required.

TOWN ATTORNEY REVIEW

The Town Attorney has reviewed this resolution and approved for legal form and sufficiency.

/kr

Attachments

cc: Jane LeClainche, Finance Director
Darrel Donatto, Fire Rescue Chief
Dean Mealy, Purchasing Manager
John C. Randolph, Town Attorney

RESOLUTION NO. 125-2019

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 \$82,442.69; FOR FY20.

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 to submit payment in the amount of \$82,442.69 to the Municipal Public Safety Communications Consortium (MPSCC) of Palm Beach County as set forth in Exhibit B; subject to approval of Fiscal Year 2020 Budget.

Section 2. A copy of Invoice #2020-04 dated September 18, 2019 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 12th day of November, 2019.

Gail L. Coniglio, Mayor

ATTEST:

Kathleen Dominguez, Town Clerk

EXPENDITURES		REVENUES	
Operating Budget		Member Agencies Operational Costs	598,866.00
3150 - Professional Services	162,575.00	From Reserves	0.00
4420 - Rentals and Leases	10,380.00		<u>598,866.00</u>
4500 - Insurance	0.00		
4600 - Repair and Maintenance	249,011.00		
5200 - Materials and Supplies	3,000.00		
5500 - Contingency	48,900.00		
Total Operating Expenditures	473,866.00		
Capital Outlay			
6400 - Equipment	125,000.00		
Total Capital Outlay	125,000.00		
Total Budget	598,866.00		
Less West Palm Beach Flat Rate	(100,000.00)		
Balance to be distributed	498,866.00		

TOTAL EXPENDITURES FY 2019/2020 **598,866.00**

AMOUNTS DUE FROM MEMBER AGENCIES FOR FY 2019/2020 OPERATIONAL COSTS

Agency	Proposed # of Radios	% of Radios	Operating Cost	% of Overall Cost Distribution	2019/20 Agency Oper. Cost	2018/2019 Oper. Cost	2019-2020 Change	% of Change
West Palm Beach (574 Radios) \$100,000	0	0.00%	100,000.00	16.70%	100,000.00	100,000.00	0.00	
Palm Beach Gardens	338	23.77%	118,577.15	19.80%	118,577.15	118,511.55	65.60	
Town of Palm Beach	235	16.53%	82,442.69	13.77%	82,442.69	82,397.08	45.61	
City of Jupiter	331	23.28%	116,121.41	19.39%	116,121.41	116,057.17	64.25	
Atlantis	42	2.95%	14,734.44	2.46%	14,734.44	14,726.29	8.15	
Juno	28	1.97%	9,822.96	1.64%	9,822.96	8,765.65	1,057.31	
Jupiter Inlet colony	4	0.28%	1,403.28	0.23%	1,403.28	1,402.50	0.78	
School Board	392	27.57%	137,521.43	22.96%	137,521.43	90,461.48	47,059.95	
North Palm Beach	52	3.66%	18,242.64	3.05%	18,242.64	17,531.29	711.34	
Total	1,422	100%	598,866.00	100.00%	598,866.00	549,853.00	49,013.00	

DD\OFFICIAL.BUDGET/DECEMBER CIMA\ADV 2019 2019 CIBDENIT VCAP



MUNICIPAL PUBLIC SAFETY COMMUNICATIONS CONSORTIUM OF PALM BEACH COUNTY, INC.

A Florida Not-for-Profit Corporation

Municipal Public Safety Communications Consortium
260 Orange Tree Drive
Atlantis, FL 33462
ATTN: Robert Mangold

DATE: SEPTEMBER 18, 2019
INVOICE # 2020-04

DUE 30 DAYS FROM DATE OF NOTICE

TO Town of Palm Beach
Attn: Chief Caristo
345 S. County Road
Palm Beach, FL 33480

	DESCRIPTION	TOTAL
	FY 2019/2020 Operating Costs	\$82,442.69
		TOTAL \$82,442.69

Make all checks payable to: Municipal Public Safety Communications Consortium, Inc. and mail to the address above.

TOWN OF PALM BEACH

Town Council Meeting on: November 12, 2019

Section of Agenda

Resolutions

Agenda Title

RESOLUTION NO. 127-2019 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving the Remaining Extension of Bid No. 2018-28, Vegetation and Litter Removal to Property Works in the Amount of \$131,216 for FY20, FY21, and FY22 Contingent Upon Budget Approval and Satisfactory Vendor Performance.

Presenter

Dean Mealy, Purchasing Manager

ATTACHMENTS:

- ▣ **Memorandum Dated October 30, 2019, from Dean Mealy, Purchasing Manager**
- ▣ **Resolution No. 127-2019**
- ▣ **Original Scope for Vegetation and Litter Removal**

Information for Town Council Meeting on November 12, 2019

TO: Mayor and Town Council

VIA: Kirk W. Blouin, Town Manager

VIA: Jane Le Clainche, CPA, Director of Finance

FROM: Dean Mealy, II CPPO Town Purchasing Manager

RE: Resolution Approving the Remaining Extension of Bid No. 2018-28, Vegetation and Litter Removal Town-wide to include Phipps Ocean Park to Battallan Enterprises, dba, Property Works in the Amount of \$131,216 for FY20, FY21, and FY22 Contingent Upon Budget Approval and Satisfactory Vendor Performance, **Resolution No. 127-2019**

DATE: 30 October 2019

STAFF RECOMMENDATION

Staff recommends Town Council approval of the Remaining Extension of Bid No. 2018-28, Vegetation and Litter Removal Town-wide to include Phipps Ocean Park to Battallan Enterprises, dba, Property Works in the Amount of \$131,216 for FY20, FY21, and FY22 Contingent Upon Budget Approval and Satisfactory Vendor Performance, **Resolution No. 127-2019**.

SUMMARY EXPLANATION/BACKGROUND

Purchasing issued Bid No. 2018-28 for Vegetation and Litter Removal in May 2018. The recommendation for the award was made in September 2018 to Battallan Enterprises, dba, Property Works in the amount of \$37,550 for FY19 which was under the award authority of the Town Manager. The requested amount for FY20 is \$43,453 which combined with the award made in FY19 now exceeds the Town Manager's Award Authority.

Since the bid had language for a contract period of up to five years, it is the intent to award for FY20, FY21, and FY22 contingent upon budget approvals and satisfactory work performance by the vendor in the amount of \$131,216.

FISCAL IMPACT/FUNDING SOURCE

The funding will for this program is from the Public Works Operational Budget.

USER DEPARTMENT CONCURRENCE

Public Works is in full concurrence with this recommendation.

DUE DILIGENCE

Due Diligence was conducted to determine vendor responsibility, including corporate status and that there are no performance and compliance issues. The review included conducting market research.

TOWN ATTORNEY REVIEW

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

CC: Jay Boodheshwar, Deputy Town Manager
Paul Brazil, Director, Public Works
Paul Colby, Facilities Division Manager
Duke Basha, Assistant Purchasing Manager

RESOLUTION NO. 127-2019

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF
PALM BEACH, PALM BEACH COUNTY, FLORIDA,
APPROVING THE REMAINING EXTENSION OF BID NO. 2018-
28, VEGETATION AND LITTER REMOVAL TOWN-WIDE TO
INCLUDE PHIPPS OCEAN PARK TO BATTALLAN
ENTERPRISES, DBA, PROPERTY WORKS IN THE AMOUNT
OF \$131,216 FOR FY20, FY21, AND FY22 CONTINGENT UPON
APPROVAL AND SATISFACTORY VENDOR PERFORMANCE.**

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

Section 1. The Town Council of the Town of Palm Beach hereby approves Resolution 127-2019 approving the remaining extension of Bid No. 2018-28, Vegetation and Litter Removal Town-wide to include Phipps Ocean Park to Battallan Enterprises, dba, Property Works in the Amount of \$131,216 for FY20, FY21, and FY22 contingent upon budget approval and satisfactory vendor performance.

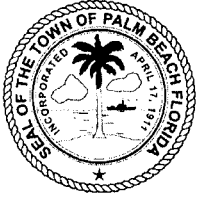
Section 2. The Town Manager is hereby authorized to execute this purchase order on behalf of the Town of Palm Beach for these improvements.

PASSED AND ADOPTED in a regular, adjourned session of the Town Council of the Town of Palm Beach assembled this ____ day of _____ 20__.

Gail L. Coniglio, Mayor

ATTEST:

Kathleen Dominguez, Town Clerk



TOWN OF PALM BEACH

BID No. 2018-28

VEGETATION AND LITTER REMOVAL - CLEANING PROGRAM

SCOPE OF SERVICES

I. PURPOSE AND INTENT

The Town of Palm Beach is seeking a qualified contractor to perform debris/litter removal and cleaning of streets, sidewalks, curbing and common areas in the commercial area and Phipps Ocean Park on a daily basis Monday through Friday. The awarded vendor will be responsible for beginning the services at 7:30am and completing all duties by 11am every day. **NOTE: weekend or event debris removal may also be required. To be priced separately.**

The Contractor shall provide all necessary materials, labor, management, supervision, trucks, gas, oil, safety equipment and any other materials and equipment necessary to complete the work as specified.

II. SCOPE OF WORK

Duties include but not limited to removal of palm fronds and boots, leaf and branch removal, collection of paper, litter and debris and any other items that detract from the appearance of the Town. The following is a breakdown of duties and time constraints.

Plant/Vegetation Material Collection

This duty will begin at 7:30am every day and requires the collection of fallen palm fronds, boots, branches and limbs from roadways, and sidewalks. This will be completed as quickly as possible to ensure smooth traffic and pedestrian flow on and off the Island. The medians and ROW's shall be serviced beginning at 9am and completed by 11am of the same day. The following locations are to be serviced in their entirety. Vendor shall remove and dispose of all collected vegetation from the Town at predetermined stash locations.

- Royal Palm Way including the Royal Park Bridge to the draw span.
- Royal Poinciana Way including the Flagler Bridge to the draw span.
- County Rd from Gulfstream Rd to Sunrise Ave.
- Coconut Row from Worth Ave to Sunrise Ave.

Debris Collection by Location

This duty will begin at 8am every day and requires the collection of all litter, debris, plant materials, sand, etc. The intent is to provide open and clear walkways and remove all materials/debris/litter that detracts from the appearance of the Town. This list includes but is not limited to bottles, cans, cigarette butts, plastic bags, paper products and plant materials. Vendor may dispose of debris/litter in waste containers located within route. NO oversized litter shall be disposed of in these containers. Vendor shall remove and dispose of all oversized litter.

8:00am – Walking collection of debris on sidewalks around Central Hub [Town Hall, Police and Fire Department], clean entrance to PD by broom and collect leaves and debris – Completed by 9:00am

8:00am – Walking collection of debris on sidewalks – Completed by 10:30am. In these locations, a blower may be used for cleaning of sand or leaves after 9am as per Town Ordinance.

- Royal Palm Way from South Ocean Blvd to Center of Royal Park Bridge
- Royal Poinciana Way from North County Rd to Center of Flagler Bridge
- County Rd from Hammon Ave to Seaview Ave
- South Ocean Blvd from Royal Palm Way to Gulfstream Ave [Mid-Town Beach]

- Phipps Ocean Park – special attention shall be paid to the Chickee Huts on the dune. The entire Park shall be serviced including both parking lots. This area may be serviced with motorized landscape equipment such as a “Mule” or golf cart.

Special or Weather Events

This duty is on an “as needed” basis. The awarded vendor will supply labor on an hourly basis for the clean-up of after special functions or weather events. The scope of work and duties will be as described in the bid as Plant/Vegetation Material Collection and Debris Collection.

III. OTHER

- Contractor must inspect sites before submitting proposal.
- The Town of Palm Beach will designate a Contract Coordinator for the Public Works Department. The Contract Coordinator shall act on behalf of the Town with respect to monitoring contractor performance under this contract. The administration of this contract is vested in the Contract Coordinator.
- No equipment shall be allowed to remain overnight on right-of-ways, parking stalls, parking lots or public walkways.
- Any questions regarding this project shall be directed to the Contract Coordinator.
- Successful contractor shall notify the Contract Coordinator in the event of scheduling delays, changes or comments/complaints received from the general public or business owners.
- The Contract Coordinator shall meet with the contractor to review areas serviced by contractor's employees.
- Successful contractor's employees shall obtain a photo ID from the Town of Palm Beach Police Department before beginning any work for the Town.
- Successful contractor's employees shall present a neat, clean, well-groomed appearance and shall conduct themselves in a respectable manner while performing the duties of this bid and while on Town Property.
- Successful contractor's employees shall wear uniforms at all times while on the job. Name of contractor shall be on shirts. Shirts are to be worn at all times while working in the Town of Palm Beach.
- A safety vest, meeting FDOT standards, shall be worn at all times when employee is working in roadways or right-of-ways.
- All vehicles shall be plainly marked with the company name.
- Successful contractor shall have their crew supervised by a qualified foreman who fluently speaks the English language. As a fully authorized agent of the Contractor, the foreman must be capable of making on-site decisions to perform the work in accordance with the specifications contained in this bid.
- If any area that the successful contractor services does not meet Town specifications, contractor will be required to perform the work until specifications are met at no additional cost to the Town of Palm Beach. Failure to comply with this requirement will result in contract termination.
- All equipment shall be commercial grade and shall be maintained in good, safe operating conditions. The successful contractor shall provide enough equipment and manpower to meet the requirements of the job. Any loss of materials or equipment due to theft, vandalism, etc., shall be the responsibility of the successful contractor. Such losses shall be replaced or repaired by the contractor with no additional charges to the Town of Palm Beach.
- Hours of work shall comply with Town's ordinance No. 42-199. If for any reason services must be performed on Saturday, it will be necessary to acquire prior authorization from the Contract Coordinator.
- There will be NO work performed on Sundays or holidays.
- Two parking permits may be issued through the Police Department; otherwise regulatory signs for parking shall be followed.
- Successful contractor shall provide a daily log of activities for each respective area after completion of a cycle of work.

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TOWN OF PALM BEACH

Town Council Meeting on: November 12, 2019

Section of Agenda

Resolutions

Agenda Title

RESOLUTION NO. 128-2019 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving the Remaining Extension of Bid No. 2018-6, Town Fountain Maintenance to Mako Pools in the Amount of \$78,000 for FY20, FY21, and FY22 Contingent Upon Budget Approval and Satisfactory Vendor Performance.

Presenter

Dean Mealy, Purchasing Manager

ATTACHMENTS:

- ▣ **Memorandum Dated October 30, 2019, from Dean Mealy, Purchasing Manager**
- ▣ **Resolution No. 128-2019**

Information for Town Council Meeting on November 12, 2019

TO: Mayor and Town Council

VIA: Kirk W. Blouin, Town Manager

VIA: Jane Le Clainche, CPA, Director of Finance

FROM: Dean Mealy, II CPPO Town Purchasing Manager

RE: Resolution Approving the Remaining Extension of Bid No. 2018-6, Town Fountain Maintenance to Mako Pools in the Amount of \$78,000 for FY20, FY21, and FY22 Contingent Upon Budget Approval and Satisfactory Vendor Performance, **Resolution No. 128-2019**

DATE: 30 October 2019

STAFF RECOMMENDATION

Staff recommends Town Council approval of the Remaining Extension of Bid No. 2018-6, Town Fountain Maintenance to Mako Pools in the Amount of \$78,000 for FY20, FY21, and FY22 Contingent Upon Budget Approval and Satisfactory Vendor Performance, **Resolution No. 128-2019**.

SUMMARY EXPLANATION/BACKGROUND

Purchasing issued Bid No. 2018-6 for Town Fountain Maintenance in September 2018. The recommendation for the award was made in October 2018 to Mako Pools in the amount of \$15,407 for FY19 which was under the award authority of the Town Manager. The requested amount for FY20 is \$25,100 which combined with the award made in FY19 now exceeds the Town Manager's Award Authority.

Since the bid had language for a contract period of up to five years, it is the intent to award for FY20, FY21, and FY22 contingent upon budget approvals and satisfactory work performance by the vendor in the amount of \$78,000.

FISCAL IMPACT/FUNDING SOURCE

The funding will for this program is from the Public Works Operational Budget.

USER DEPARTMENT CONCURRENCE

Public Works is in full concurrence with this recommendation.

DUE DILIGENCE

Due Diligence was conducted to determine vendor responsibility, including corporate status and that there are no performance and compliance issues. The review included conducting market research.

TOWN ATTORNEY REVIEW

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

CC: Jay Boodheshwar, Deputy Town Manager
Paul Brazil, Director, Public Works
Paul Colby, Facilities Division Manager
Duke Basha, Assistant Purchasing Manager

RESOLUTION NO. 128-2019

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF
PALM BEACH, PALM BEACH COUNTY, FLORIDA,
APPROVING THE REMAINING EXTENSION OF BID NO. 2018-
6, TOWN FOUNTAIN MAINTENANCE TO MAKO POOLS IN
THE AMOUNT OF \$78,000 FOR FY20, FY21, AND FY22
CONTINGENT UPON BUDGET APPROVAL AND
SATISFACTORY VENDOR PERFORMANCE.**

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

Section 1. The Town Council of the Town of Palm Beach hereby approves Resolution No. 128-2019, approving the Remaining Extension of Bid No. 2018-6, Town Fountain Maintenance to Mako Pools in the Amount of \$78,000 for FY20, FY21, and FY22 Contingent upon Budget Approval and Satisfactory Vendor Performance

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

PASSED AND ADOPTED in a regular, adjourned session of the Town Council of the Town of Palm Beach assembled this ____ day of _____ 20__.

Gail L. Coniglio, Mayor

ATTEST:

Kathleen Dominguez, Town Clerk

TOWN OF PALM BEACH

Town Council Meeting on: November 12, 2019

Section of Agenda

Resolutions

Agenda Title

RESOLUTION NO. 129-2019 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving the Remaining Extension of RFQ No. 29-2016, Irrigation Contractor to B Ellis Enterprises Inc. in the Amount of \$30,000 for FY20 and FY21 Contingent Upon Budget Approval and Satisfactory Vendor Performance.

Presenter

Dean Mealy, Purchasing Manager

ATTACHMENTS:

- ▣ **Memorandum Dated October 30, 2019, from Dean Mealy, Purchasing Manager**
- ▣ **Resolution No. 129-2019**

Information for Town Council Meeting on November 12, 2019

TO: Mayor and Town Council

VIA: Kirk W. Blouin, Town Manager

VIA: Jane Le Clainche, CPA, Director of Finance

FROM: Dean Mealy, II CPPO Town Purchasing Manager

RE: Resolution Approving the Remaining Extension of RFQ No. 29-2016, Irrigation Contractor Services to B. Ellis Enterprises Inc., in the Amount of \$30,000 for FY20 and FY21 Contingent Upon Budget Approval and Satisfactory Vendor Performance, **Resolution No. 129-2019**

DATE: 30 October 2019

STAFF RECOMMENDATION

Staff recommends Town Council approval of the Remaining Extension of RFQ No. 29-2016, Irrigation Contractor Services to B. Ellis Enterprises Inc., in the Amount of \$30,000 for FY20 and FY21 Contingent Upon Budget Approval and Satisfactory Vendor Performance, **Resolution No. 129-2019**.

SUMMARY EXPLANATION/BACKGROUND

Purchasing issued RFQ No. 29-2016 for Irrigation Contractor Services in December 2015. The recommendation for the award was made in May 2016 to B. Ellis Enterprises Inc., in the amount of \$24,950 for FY17 which was under the award authority of the Town Manager. Subsequent FY expenditures now total \$64,393. The requested amount for FY20 is \$20,000 which combined with previous awards now exceed the Town Manager's Award Authority.

Since the bid had language for a contract period of up to five years, it is the intent to award for FY20 and FY21 contingent upon budget approvals and satisfactory work performance by the vendor in the amount of \$30,000.

FISCAL IMPACT/FUNDING SOURCE

The funding will for this program is from the Public Works Operational Budget.

USER DEPARTMENT CONCURRENCE

Public Works is in full concurrence with this recommendation.

DUE DILIGENCE

Due Diligence was conducted to determine vendor responsibility, including corporate status and that there are no performance and compliance issues. The review included conducting market research.

TOWN ATTORNEY REVIEW

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

CC: Jay Boodheshwar, Deputy Town Manager
Paul Brazil, Director, Public Works
Paul Colby, Facilities Division Manager
Duke Basha, Assistant Purchasing Manager

RESOLUTION NO. 129-2019

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF
PALM BEACH, PALM BEACH COUNTY, FLORIDA,
APPROVING THE REMAINING EXTENSION OF RFQ NO. 29-
2016, IRRIGATION CONTRACTOR SERVICES TO B. ELLIS
ENTERPRISES INC., IN THE AMOUNT OF \$30,000 FOR FY20
AND FY21 CONTINGENT UPON BUDGET APPROVAL AND
SATISFACTORY VENDOR PERFORMANCE.**

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

Section 1. The Town Council of the Town of Palm Beach hereby approves Resolution 129-2019 approving the Remaining Extension of RFQ No. 29-2016, Irrigation Contractor Services to B. Ellis Enterprises Inc., in the Amount of \$30,000 for FY20 and FY21 Contingent upon Budget Approval and Satisfactory Vendor Performance

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

PASSED AND ADOPTED in a regular, adjourned session of the Town Council of the Town of Palm Beach assembled this ____ day of _____ 20__.

Gail L. Coniglio, Mayor

ATTEST:

Kathleen Dominguez, Town Clerk

TOWN OF PALM BEACH

Town Council Meeting on: November 12, 2019

Section of Agenda

Resolutions

Agenda Title

RESOLUTION NO. 130-2019 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving the Remaining Piggyback Extension of the Palm Beach County School Board Contract 17C-19T, Asphalt Paving to M&M Asphalt Maintenance, Inc. dba All County Paving in the Amount of \$100,000 for FY20.

Presenter

Dean Mealy, Purchasing Manager

ATTACHMENTS:

- ▣ **Memorandum Dated October 30, 2019, from Dean Mealy, Purchasing Manager**
- ▣ **Resolution No. 130-2019**

Information for Town Council Meeting on November 12, 2019

TO: Mayor and Town Council

VIA: Kirk W. Blouin, Town Manager

VIA: Jane Le Clainche, CPA, Director of Finance

FROM: Dean Mealy, II CPPO Town Purchasing Manager

RE: Resolution Approving the Remaining Piggyback Extension of the Palm Beach County School Board Contract 17C-19T, Asphalt Paving to M&M Asphalt Maintenance, Inc., dba, All County Paving in the Amount of \$100,000 for FY20, **Resolution No. 130-2019**

DATE: 30 October 2019

STAFF RECOMMENDATION

Staff recommends Town Council approval of Resolution No. 130-2019, Approving the Remaining Piggyback Extension of the Palm Beach County School Board Contract 17C-19T, Asphalt Paving to M&M Asphalt Maintenance, Inc., dba, All County Paving in the Amount of \$100,000 for FY20.

SUMMARY EXPLANATION/BACKGROUND

Public Works has determined that there is continued need to have a vendor to provide Asphalt Paving. The Town began utilizing the Palm Beach County School Board Contract 17C-19T as a piggyback contract for Asphalt Paving. The awarded vendor is M&M Asphalt Maintenance, Inc., dba All County Paving. This is the last year of the Palm Beach County School Board Contract.

The vendor has provided exceptional service to the Town. In review of spot market pricing, M&M Asphalt Maintenance, Inc., dba All County Paving is providing best pricing through the School Board Contract.

FISCAL IMPACT/FUNDING SOURCE

The funding will for this program is from the Public Works Operational Budget.

USER DEPARTMENT CONCURRENCE

Public Works is in full concurrence with this recommendation.

DUE DILIGENCE

Due Diligence was conducted to determine vendor responsibility, including corporate status and that there are no performance and compliance issues. The review included conducting market research.

TOWN ATTORNEY REVIEW

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

CC: Jay Boodheshwar, Deputy Town Manager
Paul Brazil, Director, Public Works
Patricia Strayer, Town Engineer
Jason Debrincat, Senior Project Engineer
Brett Madison, Water Resource Division Manager
Paul Colby, Facilities Maintenance Manager
Duke Basha, Assistant Purchasing Manager

RESOLUTION NO. 130-2019

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF
PALM BEACH, PALM BEACH COUNTY, FLORIDA,
APPROVING THE PIGGYBACK EXTENSION OF THE PALM
BEACH COUNTY SCHOOL BOARD CONTRACT 17C-19T,
ASPHALT PAVING TO M&M ASPHALT MAINTENANCE,
INC., DBA, ALL COUNTY PAVING IN THE AMOUNT OF
\$100,000 FOR FY20.**

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

Section 1. The Town Council of the Town of Palm Beach hereby approves Resolution 130-2019, Approving the Remaining Piggyback Extension of the Palm Beach County School Board Contract 17C-19T, Asphalt Paving to M&M Asphalt Maintenance, Inc., dba, All County Paving in the Amount of \$100,000 for FY20.

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

PASSED AND ADOPTED in a regular, adjourned session of the Town Council of the Town of Palm Beach assembled this ____ day of _____ 20__.

Gail L. Coniglio, Mayor

ATTEST:

Kathleen Dominguez, Town Clerk

TOWN OF PALM BEACH

Town Council Meeting on: November 12, 2019

Section of Agenda

Resolutions

Agenda Title

RESOLUTION NO. 133-2019 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving a Purchase Order to Kimley-Horn & Associates, Inc., for Landfill Facilities 2020 On-Call Consulting, Compliance Sampling and Monitoring in the Amount of \$99,648 and a Project Budget of \$109,612.

Presenter

Dean Mealy, Purchasing Manager

ATTACHMENTS:

- ▣ **Memorandum Dated October 31, 2019, from Dean Mealy, Purchasing Manager**
- ▣ **Resolution No. 133-2019**
- ▣ **Kimley-Horn Proposal**
- ▣ **Kimley-Horn Estimate for Engineering Services**

Information for Town Council Meeting on November 12, 2019

TO: Mayor and Town Council

VIA: Kirk W. Blouin, Town Manager

VIA: Jane Le Clainche, CPA, Director of Finance

FROM: Dean Mealy, II CPPO Town Purchasing Manager

RE: Resolution Approving a Purchase Order to Kimley-Horn & Associates, Inc., for Landfill Facilities FY20 On-Call Consulting, Compliance Sampling and Monitoring in the Amount of \$99,648 and a Project Budget of \$109,612, **Resolution No. 133-2019**

DATE: 31 October 2019

STAFF RECOMMENDATION

Staff recommends Town Council approve Resolution No. 133-2019, approving a Purchase Order to Kimley-Horn & Associates, Inc., for Landfill Facilities FY20 On-Call Consulting, Compliance Sampling and Monitoring in the Amount of \$99,648 and a Project Budget of \$109,612.

SUMMARY EXPLANATION/BACKGROUND

The Town of Palm Beach currently own and operates two Class III landfills. The sites are located on Okeechobee Blvd. and Skees Road. The operating permits for the landfills require yearly monitoring with reports that are submitted to the FDEP.

In 2012, the Town began a voluntary supplementary sampling program to compliment the compliance monitoring program. This program will continue in 2020 in the form of two quarterly sampling events.

In addition, the Town requested that Kimley-Horn provide assistance related to monitoring the volume of debris deposited at the sites each year in the form of photogrammetric surveying. The topography generated by the photogrammetry is used to develop a three-dimensional surface that can then be compared to the closure of the landfill and the surface that was developed based on the aerial photogrammetry that was collected in 2019. This information will allow the Town to better account for the volume of debris being placed at Skees Road each year along with more accurate forecasting of remaining landfill capacity.

The proposal from Kimley-Horn consists of the following Scopes:

- Operating Permit Compliance Monitoring, Groundwater Testing and Reporting – Skees Road Facility
- Operating Permit Compliance Monitoring, Groundwater Testing and Reporting –

Okeechobee Blvd. Facility

- Good Neighbor Report – Skees and Okeechobee Facilities
- Continued Supplemental Groundwater Monitoring – Skees Road Facility
- Continued Supplemental Groundwater Monitoring – Okeechobee Blvd. Facility
- Landfill Capacity Estimation
- Okeechobee Regulatory Consulting
- Skees Road Waste Reduction Consulting

While the Okeechobee Blvd. property is currently under a pending ground lease agreement, the reporting of the site is still under the responsibility of the Town.

Purchasing in collaboration with Public Works secured the updated proposal from Kimley-Horn.

FISCAL IMPACT/FUNDING SOURCE

This project and related tasks will be funded from the Public Works operational budget.

USER DEPARTMENT CONCURRENCE

Public Works is in full concurrence with this recommendation.

DUE DILIGENCE

Due Diligence was conducted to determine vendor responsibility, including corporate status and that there are no performance and compliance issues. The review included conducting market research.

TOWN ATTORNEY REVIEW

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

CC: Jay Boodheshwar, Deputy Town Manager
Paul Brazil, Director of Public Works
Eric Brown, Assistant Public Works Director
Chet Purvis, Fleet Division Manager
Duke Basha, Assistant Purchasing Manager

RESOLUTION NO. 133-2019

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF
PALM BEACH, PALM BEACH COUNTY, FLORIDA,
APPROVING A PURCHASE ORDER TO KIMLEY-HORN &
ASSOCIATES, INC., FOR LANDFILL FACILITIES FY20 ON-
CALL CONSULTING, COMPLIANCE SAMPLING AND
MONITORING IN THE AMOUNT OF \$99,648 AND A PROJECT
BUDGET OF \$109,612.**

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

Section 1. The Town Council of the Town of Palm Beach hereby approves Resolution 133-2019, approving a Purchase Order to Kimley-Horn & Associates, Inc., for Landfill Facilities FY20 On-Call Consulting, Compliance Sampling and Monitoring in the Amount of \$99,648 and a Project Budget of \$109,612.

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

PASSED AND ADOPTED in a regular, adjourned session of the Town Council of the Town of Palm Beach assembled this ____ day of _____ 20__.

Gail L. Coniglio, Mayor

ATTEST:

Kathleen Dominguez, Town Clerk



October 23, 2019

Mr. Dean Mealy
Town of Palm Beach
951 Old Okeechobee Road, Ste. "A"
West Palm Beach, FL 33401

**RE: *Skees Road and Okeechobee Boulevard Landfill Facilities
2020 On-Call Consulting, Compliance Sampling and Monitoring Proposal***

Dear Dean,

Kimley-Horn and Associates, Inc. ("Kimley-Horn" or "CONSULTANT") is pleased to submit this proposal to The Town of Palm Beach ("TOWN" or "CLIENT") for on-call consulting, permit compliance sampling and monitoring at the Skees Road and Okeechobee Boulevard Landfill Facilities. Our project understanding, scope of services, fee basis, and schedule follow.

Project Understanding

The Town of Palm Beach currently owns and operates two Class III landfills. The sites are located on Okeechobee Blvd. and on Skees Road. The operating permits for the landfills require yearly monitoring with reports that are to be submitted to the FDEP. Kimley-Horn will work with a subconsultant to perform the semiannual and biennial compliance sampling and prepare the monitoring reports for the 2020 permit year for both facilities.

The Town previously renewed the operating permits for both facilities. The sampling and monitoring requirements described in those permits will be performed under this Scope of Services. In 2012, the Town began a voluntary supplementary sampling program to compliment the compliance monitoring program for select parameters. This program will continue in 2020 in the form of two quarterly sampling events in the same manner as was performed in 2019.

The Town has also requested that Kimley-Horn provide assistance related to monitoring the volume of debris deposited at the sites each year in the form of photogrammetric surveying. The topography generated by the photogrammetry will be used to develop a three-dimensional surface that can then be compared to the closure surface of the landfill and the surface that was developed based on the aerial photogrammetry that was collected in January 2019. This information will allow the Town to better account for the volume of debris being placed at the sites each year along with more accurate forecasting of remaining landfill capacity.

The Town has requested that Kimley-Horn provide on-call consulting services at each of the landfill sites. These services may consist of the design of various improvements at the facilities, recommendations regarding the operations at each facility, and/or assistance with the maintenance of each facility.

Based on this understanding, a description of the proposed scope of services is presented below.

Scope of Services

Task 1A – Operating Permit Compliance Monitoring, Groundwater Testing and Reporting – Skees Road Facility

Kimley-Horn will employ the services of a subconsultant to perform groundwater sampling, testing and reporting in accordance with the Town's landfill operating permit conditions for the Skees Road Landfill site. Samples will be obtained for the on-site monitoring wells and analyzed as specified in Appendix 6 of the Operating Permits on a semi-annual basis in January and July of 2020.

A Report will be generated that describes the laboratory testing results for the sampling event at the facility. This report will be submitted to the Palm Beach County Health Department (PBCHD) as required by the operating permit conditions. Kimley-Horn will review the report prepared by the subconsultant prior to submission to the Town or the PBCHD and offer comments or recommendations as appropriate. Kimley-Horn staff will attend up to one (1) meeting with the Town to discuss the results of the supplemental sampling and analysis and will attend one (1) Town Council meeting to present the data, if required.

In accordance with Rule 62-701.510(7) F.A.C., if sampling parameters are detected at concentrations significantly higher than those concentrations normally expected for the site, or which are at levels above PBCHD/FDEP water quality standards or criteria specified in Chapter 62-520 F.A.C., Kimley-Horn may recommend to the Town that re-sampling be performed for confirmation purposes or recommend other appropriate alternative actions. Any re-sampling services or alternative actions shall be performed as additional services only after Kimley-Horn's receipt of written approval by the Town to perform such actions.

Task 1B – Operating Permit Compliance Monitoring, Groundwater Testing and Reporting – Okeechobee Blvd. Facility

Kimley-Horn will employ the services of a subconsultant to perform groundwater sampling, testing and reporting in accordance with the Town's landfill operating permit conditions for the Okeechobee Landfill site. Samples will be obtained for the on-site monitoring wells and analyzed as specified in Appendix 6 of the Operating Permits on a semi-annual basis in January and July of 2020.

A Report will be generated that describes the laboratory testing results for the sampling event at the facility. This report will be submitted to the Palm Beach County Health Department (PBCHD) as required by the operating permit conditions. Kimley-Horn will review the report prepared by the subconsultant prior to submission to the Town or the PBCHD and offer comments or recommendations as appropriate. Kimley-Horn staff will attend up to one (1) meeting with the Town to discuss the results of the supplemental sampling and analysis and will attend one (1) Town Council meeting to present the data, if required.

In accordance with Rule 62-701.510(7) F.A.C., if sampling parameters are detected at concentrations significantly higher than those concentrations normally expected for the site, or which are at levels above PBCHD/FDEP water quality standards or criteria specified in Chapter 62-520 F.A.C., Kimley-Horn may recommend to the Town that re-sampling be performed for confirmation purposes or recommend other appropriate alternative actions. Any re-sampling services or alternative actions shall be performed as additional services only after Kimley-Horn's receipt of written approval by the Town to perform such actions.

Task 1C – Good Neighbor Report – Skees and Okeechobee Facilities

In accordance with the Specific Conditions of the Operating Permits for both facilities, Kimley-Horn will prepare the Good Neighbor Program Annual Report for both the Skees and Okeechobee facilities for submittal to the PBCHD, PBC Fire Rescue, and the Solid Waste Authority. The Report will contain the following information:

- Pest Control Inspection Reports for the previous calendar year (provided by the Town)
- A labeled aerial photograph showing the following:
 - Landfill material cell locations
 - Footprint dimensions
 - Peak cell heights (in feet NGVD)
 - Descriptions of the areas of each cell where new material was deposited in the prior year.
 - Maximum depth of decomposing material for each cell
 - Location and minimum width of firebreaks and access roads
 - Water supply sources

The report will be submitted to the above listed entities by March 1, 2020 in accordance with the permit conditions.

Task 2A – Continued Supplemental Groundwater Monitoring – Skees Road Facility

Skees Road Site Supplemental Quarterly Monitoring

Supplemental Monitoring at the Skees Road landfill consists of bi-annual sampling and reporting for Arsenic, Chloride, Sodium and Ammonia that is in addition to the semi-annual sampling events described in Task 1 above. This work will occur in April and October of 2020. Kimley-Horn proposes to employ the services of a subconsultant to perform the sampling and reporting. Kimley-Horn will coordinate their efforts and review their reports prior to submittal to the Town and the PBCHD.

Task 2B – Continued Supplemental Groundwater Monitoring – Okeechobee Blvd. Facility

Okeechobee Boulevard Site Supplemental Quarterly Monitoring

Supplemental Monitoring at the Okeechobee Blvd. landfill consists of bi-annual sampling and reporting for Cadmium, Lead, Chloride, Sodium and Ammonia that is in addition to the semi-annual sampling events that are already underway at the site. This work will occur in April and October of 2020. Kimley-Horn proposes to employ the services of a subconsultant to perform the sampling and reporting.

Kimley-Horn will coordinate their efforts and review their reports prior to submittal to the Town and the PBCHD.

Task 3 – Landfill Capacity Estimation

Kimley-Horn will use topographical information collected under a separate authorization to develop an updated existing surface model of the Okeechobee and Skees facilities in AutoCAD Civil 3D. The closure elevation surfaces of each landfill that were previously developed will be overlaid onto the updated existing surface model. A three-dimensional cut/fill analysis will be performed using the Civil 3D program to estimate the remaining volumetric capacity in each landfill. Kimley-Horn will provide a copy of the photogrammetric map for each facility along with the results of the volumetric capacity analysis.

The estimated remaining life and capacity of the landfill facilities will be provided to the Palm Beach County Health Department by April 1, 2020 per Specific Condition #21 of the operating permits for both facilities.

Task 4 – Okeechobee Regulatory Consulting

Kimley-Horn will provide regulatory on-call consulting services related to the recent land lease that was approved for the Okeechobee Blvd. landfill property. It is envisioned that this task will predominantly consist of meeting attendance with the Town, Lessee, and/or the Palm Beach County Health Department / FDEP to provide advice to the Town concerning the existing operating permit for the facility and how the permit conditions will impact the future development of the site. The exact scope of services is unknown at this time, so we are providing an hourly budget for on-call services. We will not exceed this budget without written authorization from the Town. If services are required that exceed this task budget, we will provide the Town with a proposal for consideration and approval prior to proceeding with the work.

Task 5 – Skees Waste Reduction Consulting

Kimley-Horn will provide on-call consulting services related to waste reduction activities that the Town has initiated at the Skees Road facility. Waste reduction activities will be pilot tested for effectiveness as it is anticipated that the Okeechobee facility will not be available for waste in the future. It is anticipated that services will consist of meetings with the Town and Palm Beach County Health Department, revisions to the operations manual for Skees, review of waste reduction activities and research related to waste reduction techniques that could be tested at the site for effectiveness. The exact scope of services is unknown at this time, so we are providing an hourly budget for on-call services. We will not exceed this budget without written authorization from the Town. If services are required that exceed this task budget, we will provide the Town with a proposal for consideration and approval prior to proceeding with the work.

Additional Services

Any services not specifically provided for in the above scope, as well as any changes in the scope you request, will be considered additional services. These services will be performed based on proposals approved by the Town prior to the performance of those requested additional services.

Fee and Billing

KHA will perform the services described in this Scope of Services on an hourly basis in accordance with our Contract with the Town. It is recommended that the following budgets be established for these services.

Task 1A – Compliance Monitoring – Skees	\$23,329
Task 1B – Compliance Monitoring – Okeechobee	\$19,323
Task 1C – Good Neighbor Reporting	\$ 3,191
Task 2A – Supplemental Groundwater Monitoring - Skees	\$11,693
Task 2B – Supplemental Groundwater Monitoring - Okeechobee	\$ 9,948
Task 3 – Photogrammetric Mapping and Landfill Capacity Estimation	\$19,665
Task 4 – Okeechobee Regulatory Consulting	\$ 5,000
Task 5 – Skees Waste Reduction Consulting	\$ 7,500

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 July 10, 2019, which are incorporated by reference. As used in the Agreement, the term "CONSULTANT" shall refer to Kimley-Horn and Associates, Inc., and the term "TOWN" shall refer to The Town of Palm Beach.

If you concur in all the foregoing and wish to direct us to proceed with the services, please notify us by providing a purchase order for the scope and fee described above.

We appreciate the opportunity to provide these services to you. Please contact me at (561) 840-0820 or kevin.schanen@kimley-horn.com should you have any questions.

Sincerely,



By: Kevin Schanen, P.E.
Vice President

K:\WPB_Civil\General\Schanen\Proposals\Palm Beach\Landfill Monitoring\2020\Landfill 2020 Compliance Sampling Proposal.docx

ESTIMATE FOR ENGINEERING SERVICES

PROJECT:		2020 Landfill Monitoring													SHEET: 1 of 1	
CLIENT:		Town of Palm Beach													FILE NO.	
ESTIMATOR:		KMS													DATE: 10/23/19	
															ALLOCA 0.0000	
DESCRIPTION:		DIRECT LABOR (MAN-HOURS)														
See Scope of Services		Principal Engineer	Project Manager	Sr. Engineer Sr. Tech. Advisor	Sr. Prof Engineer	Reg. Prof Engineer	Eng. Intern	Analyst	Sr. Scientist	Designer	Sr. Admin Sr. Tech	Admin	SCB (SCS, AA)	EXP	LINE TOTAL	
Task 1A - Permit Monitoring Slides															\$0	
Coordinate Sampling Events with SCS/Town															\$283	
Review Sampling Results (January)		1.0										1.0			\$689	
Review Sampling Results (July)		1.0					3.0					0.5			\$689	
Town Council Meeting (1) attendance/prep		2.0										0.5			\$616	
Sub Fee Slides (January)			2.0									1.0	\$9,250.00	\$1,000.00	\$10,728	
Sub Fee Slides (July)			2.0									1.0	\$9,845.00		\$10,323	
Task 1B - Permit Monitoring Obseclosure															\$0	
Coordinate Sampling Events with SCS/Town			1.0									1.0			\$283	
Review Sampling Results (January)		1.0					3.0					1.0			\$733	
Review Sampling Results (July)		1.0					3.0					0.5			\$689	
Town Council Meeting (1) attendance/prep		2.0										0.5			\$616	
Sub Fee Obseclosure (January)			2.0									1.0	\$7,225.00	\$1,000.00	\$8,703	
Sub Fee Obseclosure (July)			2.0									1.0	\$7,820.00		\$8,298	
Task 1C - Good Neighbor Report															\$0	
Prepare and Submit Good Neighbor Report		3.0					18.0					2.0			\$3,191	
Task 2A - Supplemental Sampling Slides															\$0	
Review Supplemental Sampling Results (April and October)		2.0					4.0					1.0			\$1,139	
Sub Fee Slides			3.0									1.0	\$9,630.00	\$250.00	\$10,554	
Task 2B - Supplemental Sampling Obseclosure															\$0	
Review Supplemental Sampling Results (April and October)		2.0					4.0					1.0			\$1,139	
Sub Fee Obseclosure			3.0									1.0	\$7,885.00	\$250.00	\$8,809	
Task 3 - Photogrammetry and Capacity Estimation															\$0	
Aerial Photogrammetry (both sites)			1.0									1.0	\$9,300.00		\$9,583	
Surface Survey to establish horiz. and vert. control		2.0					10.0					1.0	\$2,400.00		\$2,683	
Develop 3D surfaces and perform cut/fill analysis		2.0					6.0					2.0			\$5,549	
Provide results to Town		2.0	1.0									2.0			\$1,850	
Task 4 - Obseclosure Regulatory Consulting															\$0	
Provide On-call Consulting related to regulatory issues regarding site redevelopment															\$0	
		8.0	10.0				4.0					3.0	\$16.00		\$5,000	
Task 5 - Slides Road Waste Reduction Consulting															\$0	
Provide On-call consulting related to waste reduction activities at the Slides Road site			16.0				16.0					1.5	\$36.00		\$7,500	
TOTAL HOURS		35	48	0	0	16	82	0	0	0	0	24	\$63,407	\$2,500	\$99,648	
LABOR (\$/HOUR)		\$285.30	\$195.44	\$212.60	\$184.35	\$151.32	\$119.92	\$107.97	\$249.03	\$126.93	\$125.30	\$87.47	1.00	1.0		
ALLOCATION		\$8.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00		
TOTALS		\$10,007	\$9,381	\$0	\$0	\$2,421	\$9,233	\$0	\$0	\$0	\$0	\$2,099	\$63,407	\$2,500	\$99,648	

TOWN OF PALM BEACH

Town Council Meeting on: November 12, 2019

Section of Agenda

Resolutions

Agenda Title

RESOLUTION NO. 134-2019 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving an Extension of RFP 2017-18, Historic Preservation Consulting Services to Murphy Stillings for FY20 in the Amount of \$60,000.

Presenter

Dean Mealy, Purchasing Manager

ATTACHMENTS:

- ▢ **Memorandum Dated October 31, 2019, from Dean Mealy, Purchasing Manager**
- ▢ **Resolution No. 134-2019**

Information for Town Council Meeting on November 12, 2019

TO: Mayor and Town Council

VIA: Kirk W. Blouin, Town Manager

VIA: Jane Le Clainche, CPA, Director of Finance

FROM: Dean Mealy, II CPPO Town Purchasing Manager

RE: Resolution Approving the Extension of RFP No. 2017-18, Historic Preservation Consulting Services to Murphy Stillings for FY20 in the Amount of \$60,000, **Resolution No. 134-2019**

DATE: 31 October 2019

STAFF RECOMMENDATION

Staff recommends Town Council approval of the Extension of RFP No. 2017-18, Historic Preservation Consulting Services to Murphy Stillings for FY20 in the Amount of \$60,000, **Resolution No. 134-2019**.

SUMMARY EXPLANATION/BACKGROUND

Purchasing issued RFP No. 2017-18 for Historic Preservation Consulting Services in May 2017. The recommendation for the award was made in July 2017 to Murphy Stillings in the amount of \$56,000 for FY18 which was under the award authority of the Town Manager. The requested amount for FY20 is \$60,000 which combined with the award made in FY18 now exceeds the Town Manager's Award Authority.

Since the RFP had language for a contract period of up to five years, it is the intent to award for FY20 and resolicit a new RFP in the coming year, depending on operational requirements.

FISCAL IMPACT/FUNDING SOURCE

The funding will for this program is from the Planning, Zoning, and Building Department Operational Budget.

USER DEPARTMENT CONCURRENCE

Planning, Zoning, and Building is in full concurrence with this recommendation.

DUE DILIGENCE

Due Diligence was conducted to determine vendor responsibility, including corporate status and

that there are no performance and compliance issues. The review included conducting market research.

TOWN ATTORNEY REVIEW

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

CC: Jay Boodheshwar, Deputy Town Manager
Joshua Martin, Director, Planning, Zoning, and Building Department
Duke Basha, Assistant Purchasing Manager

RESOLUTION NO. 134-2019

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF
PALM BEACH, PALM BEACH COUNTY, FLORIDA,
APPROVING THE EXTENSION OF RFP NO. 2017-187,
HISTORIC PRESERVATION CONSULTING SERVICES TO
MURPHY STILLINGS FOR FY20 IN THE AMOUNT OF \$60,000.**

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

Section 1. The Town Council of the Town of Palm Beach hereby approves Resolution 134-2019, approving the extension of RFP No. 2017-18, Historic Preservation Consulting Services to Murphy Stillings for FY20 in the Amount of \$60,000.

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

PASSED AND ADOPTED in a regular, adjourned session of the Town Council of the Town of Palm Beach assembled this ____ day of _____ 20__.

Gail L. Coniglio, Mayor

ATTEST:

Kathleen Dominguez, Town Clerk

TOWN OF PALM BEACH

Town Council Meeting on: November 12, 2019

Section of Agenda

Resolutions

Agenda Title

RESOLUTION NO. 135-2019 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving the Award of Bid No. 2019-37, Construction of Police Department Virtual Room to Seven Star Construction in the Amount of \$93,743 and a Project Budget of \$107,803.

Presenter

Dean Mealy, Purchasing Manager

ATTACHMENTS:

- ▢ **Memorandum Dated October 31, 2019, from Dean Mealy, Purchasing Manager**
- ▢ **Resolution No. 135-2019**
- ▢ **Bid Tabulation**

Information for Town Council Meeting on November 12, 2019

TO: Mayor and Town Council

VIA: Kirk W. Blouin, Town Manager

VIA: Jane Le Clainche, CPA, Director of Finance

FROM: Dean Mealy, II CPPO, Town Purchasing Manager

RE: Resolution Approving the Award of Bid No. 2019-37, Police Department Virtual Room Buildout to Seven Star Construction in the Amount of \$93,743 and an overall Project Budget of \$107,803; **Resolution No. 135-2019**

DATE: 31 October 2019

STAFF RECOMMENDATION

Town staff recommends the approval of Resolution No. 135-2019, approving the Award of Bid No. 2019-37, Police Department Virtual Room Buildout to Seven Star Construction in the Amount of \$93,743 and an overall Project Budget of \$107,803.

SUMMARY EXPLANATION/BACKGROUND

The Police Department secured the purchase of a Virtual Room for training exercises for Police Officers. The plan for the location was identified as a bay at South Fire. To accommodate the installation of the equipment, the bay location required construction modifications.

Purchasing issued Bid No. 2019-37 for the construction buildout. Eleven firms indicated interest in participating in the bid, of which three submitted bid proposals ranging from \$93,743 to \$152,329. The low two firms were only \$15,000 apart in their submittals.

Purchasing did conduct reference checks which have been reviewed by the Town Engineer. After conducting all background checks, Purchasing is recommending the Award of Bid No. 2019-37 to Seven Star Construction.

FISCAL IMPACT/FUNDING SOURCE

The fiscal impact will be \$107,803 and will be funded from a donation account.

The expenditure account is 103.50.561.539.90.99.98, project number 0018.600.0000 and from the revenue account 103.366.102, project account number 0018.610.0000.

USER DEPARTMENT CONCURRENCE

The Police Department is in full concurrence with this recommendation.

DUE DILIGENCE

Due Diligence was conducted to determine vendor responsibility, including corporate status and that there are no performance and compliance issues. Reference checks were obtained for all three respondents to the bid. All firms that submitted had excellent recommendations.

TOWN ATTORNEY REVIEW

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

CC: Jay Boodheshwar, Deputy Town Manager
Nicholas Caristo, Police Chief
Purchasing File

RESOLUTION NO. 135-2019

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF
PALM BEACH, PALM BEACH COUNTY, FLORIDA,
APPROVING THE AWARD OF BID NO. 2019-37 AND A
PURCHASE ORDER TO SEVEN STAR CONSTRUCTION FOR
THE BUILDOUT OF THE VIRTUAL POLICE TRAINING
ROOM AT SOUTH FIRE IN THE AMOUNT OF \$93,743 AND A
PROJECT BUDGET OF \$107,803.**

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

Section 1. The Town Council of the Town of Palm Beach hereby approves Resolution 135-2019, approving the Award of Bid No. 2019-37 and a Purchase Order to Seven Star Construction in the amount of \$93,743 and an overall project budget of \$107,803.

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

PASSED AND ADOPTED in a regular, adjourned session of the Town Council of the Town of Palm Beach assembled this _____ day of _____ 20__.

Gail L. Coniglio, Mayor

ATTEST:

Kathleen Dominguez, Town Clerk

2210 Bid No. 2019-37 - Police Department Virtual Room

Evaluation phase Ends on Nov 13 2020 2:00 PM

Settings	Participants	Schedule	Pricing sheets	Questionnaires	Question & Answer
Offers/Applications	Evaluate	Compare & Select			0
Evaluation	Questionnaires	1. Solicitation Package			

Offer phase (3) Evaluation (3) Awarding

1. Solicitation Package

3 of 3 Complete offers 17 Questions

Pricing sheet "BASIS OF AWARD"

Price 100%

0% Quality

Phase ▼ Rank ▼

Options

Offers/Applications	Rank	Knockouts of 16	unanswered question(s) of 17	Uploads missed of 11	Incomplete evaluations of 10	Price	Quality score	
<u>Seven Star Construction</u> Seven Star Construction Oct 25 2019 1:34:18 PM	1	-	-	-	7	<u>\$93,742.50</u>	0%	
<u>E & F Florida Enterprises Inc.</u> E & F Florida Enterprises Inc. Oct 24 2019 8:52:31 AM	2	1	-	-	7	<u>\$108,703</u>	0%	
<u>Republic Construction Corp</u> Republic Construction Corp Oct 25 2019 12:55:44 PM	3	-	-	-	7	<u>\$152,328.60</u>	0%	

Compare by: ☒ Question groups ☐ Questions

Save image

Quality score

Seven Star Co... (1)E & F Florida ... (2)Republic Cons... (3)Solicitations Palm Beach
logout

Published Solicitations

Solicitations

Solicitations (Supplier)

Contracts

Documents

My Profile

Company

Contact groups

Templates

Company administrator:

Solicitations Palm Beach
(561) 838-5406
solicitations@townofpalmbeach.com

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TOWN OF PALM BEACH

Town Council Meeting on: November 12, 2019

Section of Agenda

Resolutions

Agenda Title

RESOLUTION NO. 136-2019 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Awarding a Contract in an Amount not to Exceed \$75,000 to Hartford Life and Accident Insurance Company, to Provide Group Life, Accidental Death and Dismemberment, and Supplemental Life Insurance and Authorizing the Town Manager to Take Actions Necessary to Complete Said Services.

Presenter

Danielle Olson, Director of Human Resources

ATTACHMENTS:

- ▣ **Memorandum dated October 30, 2019, from Danielle Olson, Director of Human Resources**
- ▣ **Resolution No. 136-2019**

Information for Town Council Meeting on November 12, 2019

TO: Mayor and Town Council

VIA: Kirk W. Blouin, Town Manager

FROM: Danielle Olson, Director of Human Resources

RE: Resolution Awarding a Contract in an Amount not to exceed \$75,000 to Hartford Life and Accident Insurance Company, to Provide Group Life, Accidental Death and Dismemberment, and Supplemental Life Insurance, **Resolution No. 136-2019**

DATE: October 30, 2019

STAFF RECOMMENDATION

Staff recommends Town Council approval of Resolution No. 136-2019, awarding a contract in an amount not to exceed \$75,000 to Hartford Life and Accident Insurance Company, to provide Group Life, Accidental Death and Dismemberment, and Supplemental Life Insurance and authorizing the town manager to take actions necessary to effectuate this contract.

SUMMARY EXPLANATION/BACKGROUND

The Gehring Group, the Town's health insurance broker, as a normal course of business, conducted a full marketing for all lines of group insurance coverage that includes health, prescription, dental, vision, life insurance and all other ancillary plans. The marketing identified a cost savings of \$44,508 by awarding the Basic Life and AD&D coverage, and supplemental life coverage to Hartford. The cost for the supplemental life coverage will remain the same and that premium is paid in its entirety by the employee.

FISCAL IMPACT/FUNDING SOURCE

Sufficient funds have been budgeted in the FY20 Self Insurance Health fund and in the OPEB trust to provide for the expenses proposed herein.

DUE DILIGENCE

Due Diligence was conducted to determine vendor responsibility, including corporate status and that there are no performance and compliance issues. The review included conducting market research.

PURCHASING REVIEW

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

TOWN ATTORNEY REVIEW

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

CC: Jane Le Clainche, Director of Finance
Dean Mealy, Purchasing Manager

RESOLUTION NO. 136-2019

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, AWARDED A CONTRACT IN AN AMOUNT NOT TO EXCEED \$75,000 TO HARTFORD LIFE AND ACCIDENT INSURANCE COMPANY, TO PROVIDE GROUP LIFE, ACCIDENTAL DEATH AND DISMEMBERMENT, AND SUPPLEMENTAL LIFE INSURANCE AND AUTHORIZING THE TOWN MANAGER TO TAKE ACTIONS NECESSARY TO COMPLETE SAID SERVICES.

* * * * *

BE IT ORDAINED 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 the issuance of an agreement to Hartford Life and Accident Insurance Company, to provide group life, accidental death and dismemberment, and supplemental life insurance.

Section 2. The Town Manager is hereby authorized to execute the agreement on behalf of the Town of Palm Beach for group life, accidental death and dismemberment, and supplemental life insurance.

Section 3. The Town Manager, or his designee, is hereby authorized to take such further actions as may be necessary to effectuate this agreement for group life, accidental death and dismemberment, and supplemental life insurance.

PASSED AND ADOPTED in a regular, adjourned session of the Town Council of the Town of Palm Beach assembled this 12th day of November 2019.

Gail L. Coniglio, Mayor

ATTEST:

Kathleen Dominguez, Town Clerk

TOWN OF PALM BEACH

Town Council Meeting on: November 12, 2019

Section of Agenda

Resolutions

Agenda Title

RESOLUTION NO. 137-2019 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Awarding a Contract to Cigna, Inc., in an Amount not to Exceed \$225,000 to Provide Administrative Services for Group Health, Prescription And Dental Coverage, and Authorizing the Town Manager to Take Actions Necessary to Effectuate this Contract.

Presenter

Danielle Olson, Director of Human Resources

ATTACHMENTS:

- ▣ **Memorandum dated October 30, 2019, from Danielle Olson, Director of Human Resources**
- ▣ **Resolution No. 137-2019**

Information for Town Council Meeting on November 12, 2019

TO: Mayor and Town Council

VIA: Kirk W. Blouin, Town Manager

FROM: Danielle Olson, Director of Human Resources

RE: Resolution Awarding a Contract to Cigna, Inc., in an Amount not to Exceed \$225,000 to Provide Administrative Services for Group Health, Prescription and Dental Coverage, **Resolution No. 137-2019**

DATE: October 30, 2019

STAFF RECOMMENDATION

Staff recommends Town Council approval of Resolution No. 137-2019, awarding a contract to Cigna, Inc., in an amount not to exceed \$225,000 to provide administrative services for group health, prescription and dental coverage and authorizing the Town Manager to take actions necessary to effectuate this contract.

SUMMARY EXPLANATION/BACKGROUND

The Gehring Group, the Town's health insurance broker, as a normal course of business, conducted a full marketing for all lines of group insurance coverage that includes health, prescription, dental, vision, life insurance and all other ancillary plans. A review of the marketing results showed a cost savings of approximately \$237,000 by moving health, prescription and dental coverage to Cigna.

Additional benefits associated with the carrier change include:

- Three (3) year contract with a 3% escalator for years four (4) and five (5).
- \$225,000 in wellness funds (\$75 per year) for the three (3) year contract.
- Coordination of care with combined health, prescription and dental coverage under one carrier maximizing the value of care being delivered to the employee and taking advantage of proactive preventive care to reduce the potential of high claims.
- A wellness tracking platform, Motivate Me, designed to educate employees with easy to use tools and resources that support and encourage the Town's Wellness program. This platform, included with the Cigna offering, would be implemented in lieu of purchasing a separate stand-alone platform that was included in the FY20 budget for an overall savings of \$11,000.

FISCAL IMPACT/FUNDING SOURCE

Sufficient funds have been budgeted in the FY20 Self Insurance Health fund and in the OPEB trust to provide for the expenses proposed herein.

DUE DILIGENCE

Due Diligence was conducted to determine vendor responsibility, including corporate status and that there are no performance and compliance issues. The review included conducting market research.

PURCHASING REVIEW

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

TOWN ATTORNEY REVIEW

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

CC: Jane Le Clainche, Director of Finance
Dean Mealy, Purchasing Manager

RESOLUTION NO. 137-2019

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, AWARDED A CONTRACT TO CIGNA, INC., IN AN AMOUNT NOT TO EXCEED \$225,000 TO PROVIDE ADMINISTRATIVE SERVICES FOR GROUP HEALTH, PRESCRIPTION AND DENTAL COVERAGE, AND AUTHORIZING THE TOWN MANAGER TO TAKE ACTIONS NECESSARY TO EFFECTUATE THIS CONTRACT.

* * * * *

BE IT ORDAINED 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 the issuance of an agreement to Cigna, to provide administrative services for group health, prescription and dental coverage.

Section 2. The Town Manager is hereby authorized to execute the agreement on behalf of the Town of Palm Beach for administrative services for group health, prescription and dental coverage.

Section 3. The Town Manager, or his designee, is hereby authorized to take such further actions as may be necessary to effectuate this agreement for administrative services for group health, prescription and dental coverage.

PASSED AND ADOPTED in a regular, adjourned session of the Town Council of the Town of Palm Beach assembled this 12th day of November 2019.

Gail L. Coniglio, Mayor

ATTEST:

Kathleen Dominguez, Town Clerk

TOWN OF PALM BEACH

Town Council Meeting on: November 12, 2019

Section of Agenda

Resolutions

Agenda Title

RESOLUTION NO. 138-2019 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving a Grant for Project No. PB-PB-19-208, Between the Florida Inland Navigation District and The Town of Palm Beach Under the Waterways Assistance Program, Specifically Construction Reimbursement for the Town of Palm Beach Town Dock Replacement Project, in the Amount of \$3,062,000, and Authorizing the Mayor to Execute Same on Behalf of the Town.

Presenter

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

ATTACHMENTS:

- ▣ **Memorandum dated October 17, 2019, from H. Paul Brazil, P.E., Director of Public Works**
- ▣ **Resolution No. 138-2019**
- ▣ **FIND Agreement**

TOWN OF PALM BEACH

Information for Town Council Meeting on: November 12, 2019

TO: Mayor and Town Council

VIA: Kirk W. Blouin, Town Manager

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

RE: Authorization for the Mayor to Enter into a FIND Grant Agreement for Town Dock Replacement
Resolution No. 138-2019

DATE: October 17, 2019

STAFF RECOMMENDATION

Town staff recommends that Town Council approve Resolution No. 138-2019 authorizing the Mayor to sign the Florida Inland Navigation District (FIND) Agreement for Project No. PB-PB-19-208 for FIND cost sharing participation in the amount of \$3,062,000 for the Town Dock Replacement Project.

GENERAL INFORMATION

On October 1, 2019, FIND staff informed the Town that the FIND Board of Commissioners recommended funding for the 2019-2020 Waterways Assistance Program. The Town was awarded a 50:50 match of up to \$3,062,000 for the Town Docks Replacement Project. Following execution of the Agreement, the Town will have up to three (3) years to complete the applicable construction tasks. In addition, the Town can re-apply in April 2020 for additional cost-sharing participation of other construction tasks for the Town Docks Replacement Project through the FY 2020-2021 FIND grant cycle.

FUNDING/FISCAL IMPACT

FIND funds will reimburse the Town \$3,062,000 for 50% of the first \$6,124,000 spent on the Town Docks Replacement Project. These tasks include the demolition, dredging, and initial bulkhead efforts.

TOWN ATTORNEY REVIEW

This Resolution has been reviewed and approved by the Town Attorney for legal form and sufficiency. In addition, the Town's Attorney will review the FIND contract and approve it for legal form and sufficiency prior to execution.

Attachments

cc: Jay Boodheshwar, Deputy Town Manager
Jane Le Clainche, Director of Finance
Dean Mealy, Purchasing Manager
Eric Brown, P.E, Assistant Public Works Director
Patricia Strayer, P.E., Town Engineer
Robert Weber, Coastal Program Manager

RESOLUTION NO. 138-2019

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING A GRANT FOR PROJECT NO. PB-PB-19-208, BETWEEN THE FLORIDA INLAND NAVIGATION DISTRICT AND THE TOWN OF PALM BEACH UNDER THE WATERWAYS ASSISTANCE PROGRAM, SPECIFICALLY CONSTRUCTION REIMBURSEMENT FOR THE TOWN OF PALM BEACH TOWN DOCK REPLACEMENT PROJECT, IN THE AMOUNT OF \$3,062,000, AND AUTHORIZING THE MAYOR TO EXECUTE SAME ON BEHALF OF THE TOWN.

* * * * *

WHEREAS, the Town of Palm Beach (Town) and the Florida Department of Environmental Protection (FDEP), have worked cooperatively by executing cost-sharing agreements related to implementing the Town's Comprehensive Coastal Management Plan; and

WHEREAS, the Florida Department of Environmental Protection (FDEP) has agreed to a cost-share on eligible project elements related to the Mid-Town Beach Nourishment Project.

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 Town Council hereby approves the attached Florida Inland Navigation District (FIND) Contract No. PB-PB-19-208, to reimburse the Town with additional eligible costs associated with monitoring for the Town Docks Replacement Project in the amount of \$3,062,000.

Section 3. The Mayor is hereby authorized to execute FIND Contract No. PB-PB-19-208, on behalf of the Town.

Section 4. The Town Manager, or his designee, is hereby authorized to take such further actions as may be necessary to effectuate the administration of this Grant Agreement, including any necessary change order work as recommended by the Public Works Director.

Section 5. This Resolution shall be provided to FIND, at 1314 Marcinski Road, Jupiter, Florida 33477-9498, in accompaniment with an executed original of FIND Contract No. PB-PB-19-208.

PASSED AND ADOPTED in a regular adjourned session of Town Council of the Town of Palm Beach this 12th day of November 2019.

Gail L. Coniglio, Mayor

ATTEST:

Kathleen Dominguez, Town Clerk

FLORIDA INLAND NAVIGATION DISTRICT

October 8, 2019



Mr. Robert Weber, Coastal Program Manager
Town Of Palm Beach, Public Works Dept
951 Okeechobee Rd, Suite A
West Palm Beach, FL 33401

COMMISSIONERS

DON DONALDSON
CHAIR
ST. LUCIE COUNTY

J. CARL BLOW
VICE-CHAIR
ST. JOHNS COUNTY

JON NETTS
TREASURER
FLAGLER COUNTY

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SUSANNE McCABE
VOLUSIA COUNTY

MICHAEL O'STEEN
DUVAL COUNTY

JERRY H. SANSOM
BREVARD COUNTY

LYNN A. WILLIAMS
NASSAU COUNTY

VACANT
INDIAN RIVER COUNTY

RE: Town of Palm Beach Dock Replacement
(Project # PB-PB-19-208)

Dear Mr. Weber:

Enclosed, for your signature, is an original project agreement for your approved Waterway Assistance Program project for fiscal year 2019-2020. When signing the agreement, be sure to **also complete the Exhibit C, Matching Funds Form in the agreement.**

Once the agreement has been executed, please return the original to me for execution by the District. If original signatures are not required on your part, the signed agreement may be scanned and emailed to JZimmerman@aicw.org Upon final signature by FIND's Executive Director, I will return a fully executed agreement to you for your files.

Please note the projects first quarterly report (Exhibit F) will be due Dec 30, 2019. Other important grant deadlines and closeout requirements are listed in Exhibit G in the agreement.

Should you have any questions please feel free to contact me at 561.627.3386 or JZimmerman@aicw.org

Sincerely,

Janet Zimmerman
Assistant Executive Director

MARK T. CROSLY
EXECUTIVE DIRECTOR

JANET ZIMMERMAN
ASSISTANT EXECUTIVE
DIRECTOR

ADMINISTRATIVE OFFICE ON THE INTRACOASTAL WATERWAY IN PALM BEACH COUNTY
1314 MARCINSKI ROAD, JUPITER, FLORIDA 33477-9427 TELEPHONE 561-627-3386 FAX No. 561-624-6480
www.aicw.org

**FLORIDA INLAND NAVIGATION DISTRICT
PROJECT AGREEMENT**

PROJECT NO. PB-PB-19-208

This PROJECT AGREEMENT ("AGREEMENT") made and entered into this _____ day of _____, 20____ by and between the Florida Inland Navigation District (hereinafter the "DISTRICT"), and the Town Of Palm Beach, (hereinafter the "PROJECT SPONSOR").

In consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. **PROJECT** - Subject to the provisions of this AGREEMENT and Rule 66B-2 of the Florida Administrative Code (a current copy of which is attached as Exhibit "B"), the DISTRICT has approved assistance funding to the PROJECT SPONSOR in furtherance of an approved project ("PROJECT") consisting of the Town of Palm Beach Dock Replacement. Said PROJECT is more specifically described in the PROJECT SPONSOR'S Waterways Assistance Application, which is on file at the DISTRICT's headquarters.

Any modifications to the PROJECT'S scope of work shall require written advance notice and justification from the PROJECT SPONSOR and the prior written approval of the DISTRICT.

2. **TERM** - The PROJECT SPONSOR shall not commence work on the PROJECT prior to the execution of this AGREEMENT unless specifically authorized by the DISTRICT Board and **shall complete the PROJECT and submit all required payment reimbursement information on or before September 30, 2021 ("PROJECT PERIOD")**, unless the PROJECT PERIOD has been extended with the prior written approval of the DISTRICT. Any request for an extension of the PROJECT PERIOD shall require submittal by the PROJECT SPONSOR of a request for extension to the DISTRICT no later than 60 days prior to the original expiration date of the PROJECT PERIOD. This request will then be considered by the DISTRICT Board, whose decision shall be final. In no event other than a declared state of emergency that affects the project completion shall the PROJECT be extended beyond September 30, 2022. The PROJECT SPONSOR acknowledges this is the only provision to carry over the DISTRICT assistance funding under this AGREEMENT beyond September 30, 2021, and that any extension of funding beyond this date shall be at the sole discretion of the DISTRICT.

3. **ASSISTANCE AMOUNT** - The DISTRICT shall contribute ("ASSISTANCE AMOUNT") no more than fifty percent (50%) ("MATCHING PERCENTAGE") of the PROJECT SPONSOR'S eligible out-of-pocket costs for completion of this PROJECT ("PROJECT AMOUNT"). Payment of funds by the DISTRICT to the PROJECT SPONSOR (the "ASSISTANCE AMOUNT") will be on a reimbursement basis only, and only for those authorized out of pocket costs as shown in Exhibit A, Project Cost Estimate ("PROJECT COSTS") and meeting the requirements of Section 5 below and shall not, in any event, exceed \$3,062,000.00

Any modifications to the PROJECT'S Cost Estimate (Exhibit A) shall require written advance notice and justification from the PROJECT SPONSOR and the prior written approval of the DISTRICT.

4. **MATCHING FUNDS** - The PROJECT SPONSOR warrants and represents that it has the PROJECT SPONSOR Match Amount (the PROJECT AMOUNT less the ASSISTANCE AMOUNT) available for the completion of the PROJECT and shall, prior to the execution of this AGREEMENT, have provided the DISTRICT with suitable evidence of the availability of such funds using the DISTRICT's Form #95-01 (Exhibit C, Matching Funds Certification) and, upon request, providing the DISTRICT with access to applicable books and records, financial statements, and bank statements.

5. **PROJECT COSTS** - To be eligible for reimbursement under this AGREEMENT, PROJECT COSTS must be necessary and reasonable for the effective and efficient accomplishment of the PROJECT and must be directly allocable thereto. PROJECT COSTS are generally described in Exhibit B, Chapter 66B-2, F.A.C.. PROJECT COSTS must be incurred, and work performed within the PROJECT PERIOD, with the exception of pre-AGREEMENT costs, if any, consistent with Section 6 below, which are also eligible for reimbursement by the DISTRICT.

If the PROJECT SPONSOR receives additional funding for the PROJECT COSTS from another source that was not identified in the original application and that changes the AGREEMENT MATCHING PERCENTAGE, the PROJECT SPONSOR shall proportionately reimburse the DISTRICT's program funds equal to the MATCHING PERCENTAGE in this AGREEMENT. The PROJECT SPONSOR shall promptly notify the DISTRICT of any project payments it receives from a source other than the DISTRICT.

6. **PRE-AGREEMENT COSTS** - The DISTRICT and the PROJECT SPONSOR fully understand and agree that there shall be no reimbursement of funds by the DISTRICT for any

obligation or expenditure made prior to the execution of this AGREEMENT unless previously delineated in Exhibit A, consistent with Exhibit B, and previously approved by the DISTRICT Board during the grant review process.

7. **REIMBURSEMENT PROCEDURES** - PROJECT COSTS shall be reported to the DISTRICT and summarized on the Payment Reimbursement Request Form (Form #90-14) attached as Exhibit D. Supporting documentation including bills and canceled payment vouchers for expenditures shall be provided to the DISTRICT by the PROJECT SPONSOR or LIAISON AGENT with any payment request. All records in support of the PROJECT COSTS included in payment requests shall be subject to review and approval by the DISTRICT or by an auditor selected by the DISTRICT. Audit expenses shall be borne by the PROJECT SPONSOR.

Project funds may be released in installments, at the discretion of the DISTRICT, upon submittal of a payment request by the PROJECT SPONSOR or LIAISON AGENT. The DISTRICT shall retain ten percent (10%) of each installment payment until the completion of the PROJECT.

The following costs, if authorized in the attached Exhibit B, shall be reimbursed only upon completion of the PROJECT to the reasonable satisfaction of the DISTRICT and in accordance with Exhibit B: personnel, equipment, project management, administration, inspection, and design, permitting, planning, engineering, and/or surveying costs. Assuming the PROJECT SPONSOR has otherwise fully complied with the requirements of this AGREEMENT, reimbursement for a PROJECT approved as Phase I project will be made only upon commencement of construction of the PROJECT for which the Phase I planning, designing, engineering and/or permitting were directed, which may or may not involve further DISTRICT funding. Procedures set forth below with respect to reimbursement by the DISTRICT are subject to this requirement of commencement of construction.

The DISTRICT shall have the right to withhold any payment hereunder, either in whole or part, for non-compliance with the terms of this AGREEMENT.

8. **FINAL REIMBURSEMENT** - The PROJECT SPONSOR, upon completion of the PROJECT, shall submit to the DISTRICT a request for final reimbursement of the ASSISTANCE AMOUNT less any prior installment payments. The payment amounts previously retained by the DISTRICT shall be paid upon (1) receipt of the Final Audit report of expenses incurred on the PROJECT by the DISTRICT, (2) full completion of the PROJECT to the reasonable satisfaction of the DISTRICT, (3) submission of Project Completion Certification Form No. 90-13 (Exhibit E), (4) submission of a photograph of the PROJECT showing the sign required by Section 18, and (5) a Final

Project Report as described in Exhibit G, Assistance Project Schedule. As part of the documentation accompanying the request for final reimbursement, PROJECT SPONSOR shall provide proof of payment of all contractors, material suppliers, engineers, architects and surveyors with whom PROJECT SPONSOR has directly contracted (each a "DIRECT PROVIDER") to provide services or materials for the PROJECT. The final reimbursement amount shall be adjusted as necessary such that neither the total ASSISTANCE AMOUNT nor the MATCHING PERCENTAGE is exceeded. Unless otherwise determined by the DISTRICT, the final reimbursement check shall be presented by a DISTRICT representative to the PROJECT SPONSOR during a public commission meeting or public dedication ceremony for the PROJECT.

9. **RECORDS RETENTION** - The PROJECT SPONSOR shall retain all records supporting the PROJECT COSTS for three (3) years after the end of the fiscal year in which the Final Payment is released by the DISTRICT, except that such records shall be retained by the PROJECT SPONSOR until final resolution of matters resulting from any litigation, claim, or special audit that starts prior to the expiration of the three-year retention period.

10. **DEFAULT AND REMEDIES** - In the event of a breach of any of the terms of this AGREEMENT by the PROJECT SPONSOR, the DISTRICT shall provide written notice to the PROJECT SPONSOR, which shall have sixty (60) days in which to cure the breach. If the PROJECT SPONSOR fails to cure the breach within the cure period, the DISTRICT shall have the right, but not the obligation, to demand that the PROJECT SPONSOR immediately refund the ASSISTANCE AMOUNT to the extent paid. PROJECT SPONSOR shall refund to the DISTRICT the full amount of the ASSISTANCE AMOUNT paid to PROJECT SPONSOR, whereupon this AGREEMENT, and all further rights thereunder, shall be terminated. If the DISTRICT does not demand reimbursement as aforesaid, the DISTRICT may exercise any and all other remedies available at law or in equity. With respect to the PROJECT SPONSOR's obligations under Sections 15, 17, and 20, PROJECT SPONSOR acknowledges that breach by the PROJECT SPONSOR of one or more of its obligations under said sections might cause the DISTRICT to suffer irreparable harm, namely harm for which damages would be an inadequate remedy. PROJECT SPONSOR further acknowledges that the DISTRICT might suffer irreparable harm due to delay if, as a condition to obtaining an injunction, restraining order, or other equitable remedy with respect to such a breach, the DISTRICT were required to demonstrate that it would suffer irreparable harm. The parties therefore intend that if the PROJECT SPONSOR breaches one or more of its obligations under Sections 15, 17, or 20, the DISTRICT, in addition to such other remedies which may be available, shall have the right to seek

specific performance and injunctive relief, and for purposes of determining whether to grant an equitable remedy any court will assume that the breach would cause the DISTRICT irreparable harm. The provisions of this section shall survive completion of the PROJECT.

11. **DISTRICT PROJECT MANAGER** - The Executive Director, or his designee, is hereby designated as the DISTRICT's Project Manager for the purpose of this AGREEMENT and shall be responsible for monitoring performance of its terms and conditions and for approving all reimbursement requests prior to payment.

12. **PROJECT SPONSOR'S LIAISON AGENT** - The PROJECT SPONSOR shall appoint a LIAISON AGENT, whose name and title shall be submitted to the DISTRICT upon execution of this AGREEMENT, to act on behalf of the PROJECT SPONSOR relative to the provisions of this AGREEMENT.

13. **STATUS REPORTS** - The PROJECT SPONSOR or LIAISON AGENT shall submit to the DISTRICT project status reports during the PROJECT term. These Quarterly Reports are to be on Form #95-02 (Exhibit F, Assistance Program Project Quarterly Status Report). Project design drawings, engineering drawings, and a copy of the Project bid award construction item cost list will be submitted as available. Photographs shall be submitted when appropriate to reflect the work accomplished. NON-COMPLIANCE by the PROJECT SPONSOR with the reporting schedule in Exhibit G, Assistance Project Schedule, may result in revocation of this AGREEMENT.

14. **LAWS** - The PROJECT SPONSOR agrees to obtain and to abide by all federal, state, and local permits and proprietary authorizations, and all applicable laws and regulations in the development of the PROJECT. The PROJECT SPONSOR agrees that all PROJECT facilities shall be designed and constructed in compliance with applicable state and federal statutory requirements for accessibility by handicapped persons, as well as all other federal, state and local laws, rules, and requirements.

15. **NON-DISCRIMINATION** - The PROJECT SPONSOR agrees that when completed, the PROJECT shall be readily accessible, on a non-exclusive basis, to the general public without regard to age, sex, race, physical handicap, or other condition, and without regard to residency of the user in another political subdivision.

16. **PARKING FACILITIES** - Adequate parking shall be made available by the PROJECT SPONSOR to accommodate vehicles for the number of persons for which the PROJECT is being developed.

17. **SITE DEDICATION** - The PROJECT SPONSOR also agrees that the PROJECT site shall be dedicated for the public use for a minimum period of twenty-five (25) years from the completion of the PROJECT, such dedication to be in the form of a deed, lease, management AGREEMENT or other legally binding document. Any change in such dedication shall require the prior approval of the DISTRICT. The PROJECT SPONSOR shall record evidence of such dedication within the Public Records of the County in which the PROJECT is located.

18. **ACKNOWLEDGMENT** – For construction projects, the PROJECT SPONSOR shall erect a permanent sign, approved by the DISTRICT, in a prominent location such as the PROJECT entrance of the completed PROJECT, which shall indicate that the DISTRICT contributed funds for the PROJECT. The wording of the sign required by this section shall be approved by the DISTRICT's staff before construction and installation of said sign. This sign shall contain the DISTRICT logo (Exhibit H) unless otherwise stipulated by the DISTRICT. In the event that the PROJECT SPONSOR erects a temporary construction sign, it shall also indicate the DISTRICT's participation. For all other types of projects, the PROJECT SPONSOR shall acknowledge the DISTRICT where feasible, in concurrence with the DISTRICT staff's recommendations.

19. **PROJECT MAINTENANCE** - When and as applicable, the PROJECT SPONSOR agrees to operate, maintain, and manage the PROJECT for the life of the PROJECT improvements and will pay all expenses required for such purposes. The PROJECT improvements shall be maintained in accordance with the standards of maintenance for other local facilities owned and operated by the PROJECT SPONSOR, and in accordance with applicable health standards. PROJECT facilities and improvements shall be kept reasonably safe and in reasonable repair to prevent undue deterioration and to encourage public use. The PROJECT SPONSOR warrants and represents that it has full legal authority and financial ability to operate and maintain said PROJECT facilities and improvements.

20. **FEES** – Any fees charged for this PROJECT shall be reasonable and the same for the general public of all member counties. The PROJECT SPONSOR must demonstrate that a minimum of fifty percent (50%) of the PROJECT fees will be utilized for project maintenance and improvements throughout the anticipated 25-year life of a development project or the design life of other project types, as applicable.

21. **SOVEREIGN IMMUNITY** - Each party hereto agrees that it shall be solely responsible for the wrongful acts of its employees, contractors, and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity under Section

768.28, Florida Statutes. The PROJECT SPONSOR acknowledges that the DISTRICT, its employees, commissioners, and agents are solely providing funding assistance for the PROJECT and are not involved in the design, construction, operation or maintenance of the PROJECT.

22. **INSPECTIONS** - The DISTRICT reserves the right, upon reasonable request, to inspect said PROJECT and any and all records related thereto at any time.

23. **RIGHTS AND DUTIES** - The rights and duties arising under this AGREEMENT shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns, and shall, unless the context clearly requires otherwise, survive completion of the PROJECT. The PROJECT SPONSOR may not assign this AGREEMENT nor any interest hereunder without the express prior written consent of the DISTRICT.

24. **WAIVERS** - Waiver of a breach of any provisions of this AGREEMENT shall not be deemed a waiver of any other breach of the same or different provision.

25. **NOTICE** - Any notice required to be given pursuant to the terms and provisions of this AGREEMENT shall be in writing, postage paid, and shall be sent by certified mail, return receipt requested, to the DISTRICT or PROJECT SPONSOR at the addresses below. The notice shall be effective on the date indicated on the return receipt.

To the DISTRICT at:

Florida Inland Navigation District
1314 Marcinski Road
Jupiter, Florida 33477-9498

To the PROJECT SPONSOR at:

Town Of Palm Beach
Attention: Coastal Program Manager, Public Works Dept
951 Okeechobee Rd, Suite A
West Palm Beach, Florida 33401

26. **NO JOINT VENTURE** - The DISTRICT's role with respect to the PROJECT is that of a funding assistance authority only and the DISTRICT is not, and shall not be considered to be, an agent, partner, or joint venturer with the PROJECT SPONSOR.

27. **GOVERNING LAW** - The validity, interpretation, and performance of this AGREEMENT shall be controlled and construed according to the laws of the State of Florida.

28. **TRANSFERENCE** - It is the intent of the DISTRICT to issue this funding assistance to the PROJECT SPONSOR who has made application for this assistance. In the event the PROJECT SPONSOR transfers ownership or management of the PROJECT to a party or parties not now a part of this AGREEMENT, other than another governmental entity that agrees to assume, in writing, PROJECT SPONSOR'S obligation hereunder, the DISTRICT retains the right to full reimbursement from the PROJECT SPONSOR to the full extent of the funding assistance provided by the DISTRICT including, but not limited to, any costs and reasonable attorney's fees (regardless of whether litigation ensues) incurred by the DISTRICT in collecting said reimbursement.

29. **ENTIRE UNDERSTANDING** - This AGREEMENT, including any exhibits made a part hereof, embodies the entire AGREEMENT and understanding of the parties and supersedes all prior oral and written communications between them. The terms hereof may be modified only by a written amendment signed by both parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed the day, month and year aforesaid.

WITNESSES:

FLORIDA INLAND NAVIGATION DISTRICT

By: _____
Executive Director

Date: _____

WITNESSES:

Town Of Palm Beach

By: _____

Title: _____

Date: _____

Exhibit A

**FLORIDA INLAND NAVIGATION DISTRICT
ASSISTANCE PROGRAM 2017**

PROJECT COST ESTIMATE
(See Rule Section 66B-2.005 & 2.008 for eligibility and funding ratios)

Project Title:	Town of Palm Beach Town Docks Replacement Project
Applicant:	Town of Palm Beach

Project Elements <i>(Please list the MAJOR project elements and provide general costs for each one. For Phase I Projects, please list the major elements and products expected)</i>	Quantity or Total Estimated Cost <i>(Number and/or Footage etc.)</i>	Applicant's Cost	FIND Cost
Demolition	\$1,500,000	\$750,000	\$750,000
Dredging	\$4,500,000	\$2,250,000	\$2,250,000
Bulkhead Replacement (Partial)	\$124,000	\$62,000	\$62,000
**TOTALS =	\$6,124,000	\$3,062,000	\$3,062,000

EXHIBIT B

2019

CHAPTER 66B-2 WATERWAYS ASSISTANCE PROGRAM

66B-2.001	Purpose
66B-2.002	Forms
66B-2.003	Definitions
66B-2.004	Policy
66B-2.005	Funds Allocation
66B-2.006	Application Process
66B-2.0061	Emergency Applications
66B-2.008	Project Eligibility
66B-2.009	Project Administration
66B-2.011	Reimbursement
66B-2.012	Accountability
66B-2.013	Acknowledgement
66B-2.014	Small-Scale Spoil Island Restoration and Enhancement Projects
66B-2.015	Small-Scale Derelict Vessel Removal Projects
66B-2.016	Waterways Cleanup Events

66B-2.001 Purpose.

Recognizing the importance and benefits of inland navigation channels and waterways, as well as noting problems associated with the construction, continued maintenance and use of these waterways, the Florida Legislature created Section 374.976, F.S. This law authorizes and empowers each inland navigation district to undertake programs intended to alleviate the problems associated with its waterways. The purpose of this rule is to set forth the District's policy and procedures for the implementation of an assistance program under Section 374.976, F.S., for local governments, member counties and navigation related districts within the District. This program will be known hereafter as the Florida Inland Navigation District's Waterways Assistance Program.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History—New 12-17-90, Formerly 16T-2.001.

66B-2.002 Forms.

All forms for the administration of this program are available from the District office located at 1314 Marcinski Road, Jupiter, Florida 33477.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History—New 12-17-90, Formerly 16T-2.002.

66B-2.003 Definitions.

The basic terms utilized in this rule are defined as follows:

- (1) "APPLICANT" means an eligible governmental agency submitting an application through this program.
- (2) "APPLICATION" means a project proposal with the required documentation.
- (3) "AUTHORIZED SUBMISSION PERIOD" means the established period for submitting applications to the District.
- (4) "BEACH RENOURISHMENT" means the placement of sand on a beach for the nourishment, renourishment or restoration of a beach.
- (5) "BOARD" means the Board of Commissioners of the Florida Inland Navigation District.
- (6) "DISTRICT" means the Florida Inland Navigation District (FIND).
- (7) "ELIGIBLE GOVERNMENTAL AGENCY" means member counties, local governments and navigation related districts within the taxing boundaries of the District.
- (8) "ENVIRONMENTAL PERMITS" means those permits, proprietary authorizations, exemptions, or general permits for construction below mean high water line of a navigable waterway required and issued by or on behalf of the U.S. Army Corps of

Engineers, the Florida Department of Environmental Protection, and the South Florida or the St. Johns River Water Management Districts or their successors.

(9) "EXECUTIVE DIRECTOR" means the Executive Director of the Florida Inland Navigation District.

(10) "LIAISON AGENT" means the contact person officially designated to act on behalf of the applicant or the project sponsor.

(11) "LOCAL GOVERNMENTS" means municipalities, cities, or consolidated county governments, which are located within the member counties.

(12) "MARITIME MANAGEMENT PLAN" means a written plan containing a systematic arrangement of elements specifically formulated to identify, evaluate and promote the benefits of eligible waterway accessibility and enjoyment, with consideration and respect to the physical, environmental and economic parameters of the planning area.

(13) "MATCHING FUNDS" means those funds provided by the local sponsor to the project.

(14) "MEMBER COUNTY" means a county located within the taxing boundaries of the District which includes Nassau, Duval, St. Johns, Flagler, Volusia, Brevard, Indian River, St. Lucie, Martin, Palm Beach, Broward and Miami-Dade Counties.

(15) "NAVIGATION RELATED DISTRICTS" means port authorities, inlet districts or any other agency having legally authorized navigation related duties in waterways of the District.

(16) "PRE-AGREEMENT COSTS" means project costs approved by the District Board which have occurred prior to the execution of the project agreement.

(17) "PROGRAM" means the Florida Inland Navigation District Waterways Assistance Program.

(18) "PROGRAM FUNDS" means financial assistance awarded by the Board to a project for release to the project sponsor pursuant to the terms of the project agreement.

(19) "PROJECT" means a planned undertaking consisting of eligible program facilities, improvements or expenses for the use and benefit of the general public.

(20) "PROJECT AGREEMENT" means an executed contract between the District and a project sponsor setting forth mutual obligations regarding an approved project.

(21) "PROJECT MAINTENANCE" means any usual action, activity, expense, replacement, adjustment or repair taken to retain a project or grant item in a serviceable, operational or normal condition, or the routine efforts and expenses necessary to restore it to serviceable or normal condition, including the routine recurring work required to keep the project or grant item in such condition that it may be continuously used at its original or designed capacity and efficiency for its intended purpose.

(22) "PROJECT MANAGER" means the District employee who is responsible for monitoring the performance of the Project and compliance with the project agreement.

(23) "PROJECT PERIOD" means the approved time during which costs may be incurred and charged to the funded project.

(24) "PROJECT SPONSOR" means an eligible governmental agency receiving program funds pursuant to an approved application.

(25) "PUBLIC BUILDING" means a building or facility on government owned property that is owned or operated by a governmental entity, or operated by a third party operator. The building or facility must provide waterway related information, public meeting space, or educational services and be open to members of the public on a continual basis without discrimination.

(26) "PUBLIC MARINA" means a harbor complex used primarily for recreational boat mooring or storage, the services of which are open to the general public on a first come, first served basis without any qualifying requirements such as club membership, stock ownership, or differential in price.

(27) "PUBLICLY OWNED COMMERCIAL OR INDUSTRIAL WATERWAY ACCESS" means any publicly owned area specifically designed to be used for staging, launching, or off-loading by commercial or industrial waterway users on a first come, first served, short-term basis, to gain entry to or from the District's waterways to serve the infrastructure needs of the District's waterway users.

(28) "TRIM HEARING" means a public hearing required by Chapter 200, F.S., concerning the tax and budget of the District.

(29) "WATERWAYS" means the Atlantic Intracoastal Waterway, the Okeechobee Waterway, the Barge Canal in Brevard County west of the Port Canaveral Locks, those portions of the Dania Cut-Off Canal and the Hillsboro Canal east of the water control structures, all navigable natural rivers, bays, creeks or lagoons intersected by said waterways and all navigable natural creeks, rivers, bays or lagoons entering or extending from said waterways.

(30) "WATERWAY RELATED ENVIRONMENTAL EDUCATION" means an interdisciplinary holistic process by which the learner: develops an awareness of the natural and manmade environments of waterways; develops knowledge about how the

environment of the waterways works; acquires knowledge about the technological, social, cultural, political, and economic relationships occurring in waterway related environmental issues; and, becomes motivated to apply action strategies to maintain balance between quality of life and quality of the environment of waterways.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History—New 12-17-90, Amended 9-2-92, 2-6-97, Formerly 16T-2.003, Amended 5-17-98, 3-21-01, 3-20-03, 3-3-04, 4-21-05, 4-24-06, 4-15-07, 3-25-08, 3-7-11.

66B-2.004 Policy.

The following constitutes the policy of the District regarding the administration of the program:

(1) Financial Assistance Eligibility: Financial assistance, support and cooperation may be provided to eligible governmental agencies for approved projects as follows:

(a) Member counties may be provided financial assistance, support or cooperation in planning, acquisition, development, construction, reconstruction, extension, improvement, operation or the maintenance of public navigation, local and regional anchorage management, beach renourishment, public recreation, inlet management, environmental education, maritime management plans, and boating safety projects directly related to the waterways.

(b) Eligible local governments may also be provided financial assistance, support and cooperation in planning and carrying out public navigation, local and regional anchorage management, beach renourishment, public recreation, inlet management, environmental education, and boating safety projects directly related to the waterways.

(c) Navigation related districts may be provided with financial assistance to pay part of the costs of the planning and acquisition of dredge material management sites if the Board finds that the site is required for the long-range maintenance of the Atlantic Intracoastal Waterway channel. All such sites must meet the development and operational criteria established by the District through a long-range dredge material management plan for that county. Navigation related districts may also be provided with assistance for waterway related access projects, environmental mitigation projects associated with waterway improvement related activities, and inlet management projects if the Board finds that the project benefits public navigation in the Atlantic Intracoastal Waterway. All navigation related districts shall contribute at least equal matching funds to any District financial assistance provided. Seaports may also be furnished assistance and support in planning and carrying out environmental mitigation projects. All seaport projects shall benefit publicly maintained channels and harbors. Each seaport shall contribute matching funds for funded projects.

(d) Eligible projects shall include the acquisition and development of public boat ramps and launching facilities, including those in man-made, navigable waterways contiguous to "waterways" as defined in Rule 66B-2.003, F.A.C.

(2) Notification: The District will notify by direct mail, email and/or advertised public notice all eligible governmental agencies of the program and the upcoming authorized submission period.

(3) Project Approval: Approval of projects by the District shall be in accordance with these rules.

(4) Project Accessibility: Facilities or programs funded in whole or in part by program funds shall be made available to the general public of all of the member counties on a non-exclusive basis without regard to race, color, religion, age, sex or similar condition. Additionally, facilities funded in whole or in part by program funds, shall not require a paid membership for the general public of all of the member counties as a condition to use the facilities. User or entrance fees may be charged for the use of facilities funded in whole or in part by program funds, however such fees shall be reasonable and shall be the same for the general public of all of the member counties.

(5) Waterway Impacts: All development projects must be designed so as not to impact navigation along the District's waterways through the placement of structures, attendant uses, or the necessity of a boating speed zone for safety purposes. Before applying for boating speed zone designation in District waterways because of a project funded by this program, the sponsor shall first receive approval from the Board. The Board will use the criteria found in Section 327.46(1), F.S., in determining whether to approve the proposed boating speed zone.

(6) Project Maintenance: The project sponsor shall be responsible for the operation, maintenance, and management of the project for the anticipated life of the project and shall be responsible for all expenses required for such purposes. The project shall be maintained in accordance with the standards of maintenance for other similar local facilities and in accordance with applicable health standards. Project facilities and improvements shall be kept reasonably safe and in reasonable repair to prevent undue deterioration and to encourage public use. The project sponsor shall have full legal authority and financial ability to operate and maintain the project facilities.

(7) Education Facilities and Programs: Waterways related environmental education facilities and programs sponsored by the District shall occur at specially designated environmental education facilities located adjacent and contiguous to the waterways. It is the District's intent to consolidate its environmental education efforts in the least number of facilities within an area that will adequately serve the education needs of that area of the District.

(8) Public Information Availability: Public information produced with assistance from this program shall not be copyrighted and shall be provided free of cost, except for the cost of reproduction, to the public.

(9) Third-Party Project Operators: Projects that are being operated by a third party shall have sufficient oversight by the eligible project sponsor as determined by the Board. Such oversight, at a minimum, will include a project liaison that is a staff member of the eligible project sponsor, and oversight of the operating hours and admission fees of the facility by the eligible project sponsor through a legal agreement. All third party projects shall be open to the public in accordance with this rule.

(10) Non-compliance: The District shall terminate a project agreement and demand return of program funds disbursed to the project sponsor for non-compliance with any of the terms of the project agreement or this rule, if such non-compliance calls into question the ability of the applicant to complete the project. Failure of a project sponsor to comply with the provisions of this rule or the project agreement shall result in the District declaring the project sponsor ineligible for further participation in the program until such time as compliance has been met to the satisfaction of the District.

(11) Fees: Any public project eligible for District program funds that charges a fee or will charge a fee must create and maintain an enterprise fund for the public project that shall plan for and retain at all times sufficient funds for the on-going maintenance of the facility during its project life. Accounting records of the previous five years of the public project's enterprise fund will be submitted as part of any subsequent assistance program application to the District.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1), (2) FS. History—New 12-17-90, Amended 2-3-94, 2-6-97, Formerly 16T-2.004, Amended 5-18-98, 3-31-99, 5-25-00, 3-21-01, 7-30-02, 3-3-04, 4-21-05, 4-1-09, 2-22-10, 3-7-11, 3-7-12, 1-27-14, 2-17-15.

66B-2.005 Funds Allocation.

The Board will allocate funding for this program based upon the District's overall goals, management policies, fiscal responsibilities and operational needs for the upcoming year. Funding allocations to navigation related districts, member counties and local governments shall be based upon the proportional share of the District's ad valorem tax collections from each county. If funds are determined to be available for the program, the District will notify potential eligible governmental agencies of the availability of program funding. Applications will be reviewed by the Board utilizing District Forms No. 91-25 and 91-25 (A) through (F) Waterways Assistance Program Application and Evaluation Worksheet (effective date 1/2014), hereby incorporated by reference and available at: <http://www.flrules.org/Gateway/reference.asp?No=Ref-03568> and available from the District office or by download from the District's webpage at: www.aicw.org.

(1) Funding Assistance Availability: In as much as the District has other fiscal responsibilities and operational needs, financial assistance to eligible government agencies shall not exceed an amount equal to eighty (80) percent of the proportional share of the District's ad valorem tax collections from each county in which such agencies are located. The District may make an exception to this funding limitation, if funds are determined to be available based upon the District's overall goals, management policies, fiscal responsibilities and operational needs, or in counties that are recovering from a state of emergency declared under Chapter 252, F.S.

(2) Project Funding Ratio: All financial assistance and support to eligible governmental agencies shall require, at a minimum, equal matching funds from the project sponsor, with the exception of public navigation projects that meet the provisions of subsection 66B-2.005(6), F.A.C., land acquisition projects in accordance with subsection 66B-2.005(7) and Rule 66B-2.008, F.A.C., small-scale spoil island restoration and enhancement projects that meet the provisions of Rule 66B-2.014, derelict vessel projects consistent with Rule 66B-2.0015, F.A.C., and Waterway Cleanup Projects approved under Rule 66B-2.0016, F.A.C. Applicant's in-house costs are limited pursuant to paragraph 66B-2.008(1)(c), F.A.C. All financial assistance to seaports shall require equal matching funds. The District shall contribute no more than fifty percent (50%) of the local share of the cost of an inlet management or beach renourishment project. The District shall not contribute funding to both the state and local shares of an inlet management or beach renourishment project.

(3) Pre-agreement Expenses: The project sponsor shall not commence work on an approved project element prior to the execution of the project agreement unless authorized by the Board during the review and funding approval process. Board authorization of pre-agreement expenses will be given for the commencement of work prior to the execution of a project agreement if the Board determines that there is a benefit to the District, its waterways or its constituents. All project costs must be incurred and work performed within

the project period as stipulated in the project agreement unless pre-agreement costs are approved by the Board. Pre-agreement expenses will be approved if they are consistent with the provisions of Rule 66B-2.008, F.A.C., and occur within the fiscal year of the grant application submission (October 1st to September 30th). Pre-agreement expenses, except for projects approved by the Board as multi-year projects, will be limited to fifty (50) percent of the project's total cost and if the expenses are eligible project expenses in accordance with this rule. Only one-half (1/2) or less of the approved pre-agreement expenses will be eligible for reimbursement funding from the District, except for projects approved by the Board as multi-year projects. The Board shall consider a waiver of the limitation on pre-agreement expenses for Small-Scale Derelict Vessel grants and land acquisition projects when the applicant demonstrates a direct need and benefit and the project is in accordance with the applicable provisions of Chapter 66B-2, F.A.C.

(4) Multi-Year Funding: The construction phase of projects that are large scale, involve multiple phases, have a construction time line of one year or longer, or are requesting a significant amount of assistance funding in relation to the total assistance available for the county where the project is located, will be reviewed and approved by the District Board for a multiple year period subject to budgeting and allocation pursuant to the provisions of Chapter 200, F.S. The determination by the Board to provide assistance funding on a multi-year basis can be made at any time during the application review process. All approved multi-year projects are limited to a maximum of two (2) additional funding requests.

(5) Inlet Management and Beach Renourishment: Projects and project elements in the categories of inlet management and beach renourishment shall be subject to the following provisions. The District shall contribute no more than fifty percent of the local share of the cost of the project. The District shall not contribute funding to both the state and local shares of an inlet management or beach renourishment project. Funding for the construction phase of an inlet management or beach renourishment project may be approved by the District Board for a multiple year period subject to budgeting and allocation pursuant to the provisions of Chapter 200, F.S. Additionally the following provisions shall be met for inlet management or beach renourishment projects:

(a) Inlet Management: Inlet management projects shall benefit public navigation within the District and shall be consistent with Department of Environmental Protection approved inlet management plans and the statewide beach management plan pursuant to Section 161.161, F.S. Inlet management projects that are determined to be consistent with Department of Environmental Protection approved inlet management plans are declared to be a benefit to public navigation.

(b) Beach Renourishment: All projects in this category shall be consistent with the statewide beach management plan. Beach renourishment projects shall only include those beaches that have been adversely impacted by navigation inlets, navigation structures, navigation dredging, or a navigation project. The determination of beach areas that are adversely impacted by navigation for the purposes of this program shall be made by Department of Environmental Protection approved inlet management plans. If state funding is not provided for a beach project, public access with adequate parking must be available in accordance with Chapter 161, F.S.

(6) Public Navigation: Projects or project elements in the category of public navigation that will qualify for up to seventy-five percent (75%) program funds must be within the Intracoastal Right-of-Way (ROW), or provide public navigation channel access to two or more publicly accessible launching, mooring or docking facilities. In addition, the following shall apply:

(a) Navigation channel dredging: The project sponsor must demonstrate that the source of channel sedimentation has been identified and is in the process of, or has been controlled, or that the frequency and amount of shoaling is such that dredging will provide an improvement to the channel that will last for twenty (20) years or more and therefore is more cost effective than identifying and correcting the cause of shoaling, or that the cost of identifying the source of channel sedimentation exceeds the cost of the dredging project.

(b) Navigation channel lighting and markers must be located on primary or secondary public navigation channels. Navigation projects or project elements that have one facility open to the public will qualify for up to fifty percent (50%) program funding. Dredging that is associated or ancillary to another use (such as a boat ramp, marina or pier) will be prioritized according to the associated use.

(7) Land Acquisition: Land acquisition projects that provide for commercial/industrial waterway access shall qualify for a maximum of fifty (50) percent funding. All other land acquisition projects shall qualify for a maximum of twenty-five (25) percent program funding. All pre-agreement expenses for land acquisition must be completed within one-year of the date of application for funding. All funded land acquisition projects must construct the required boating access facility within 7 years of completion of the land acquisition, or the District may require the applicant to refund the program funding. Immediately upon acquiring title to the land, the applicant shall record a declaration of covenants in favor of the District stating that if the required boating access facility is not constructed within 7 years and dedicated for the public use as a boating access facility for a minimum period of 25 years after completion of construction, the District shall require the applicant to refund the program funding.

(8) Seaport Funding Eligibility: Financial assistance to seaports may exceed the proportional share of the District's ad valorem tax collections as set forth in subsection 66B-2.005(1), F.A.C., from the county in which such seaport is located if the seaport can demonstrate that a regional benefit occurs from the port's activities. Financial assistance to a seaport project that demonstrates a regional benefit shall not exceed an amount equal to (i) the proportional share of the District's ad valorem tax collections as set forth in subsection 66B-2.005(1), F.A.C., from the counties where the benefit is demonstrated less (ii) funding allocated in the same fiscal year to all other local government projects funded in those counties.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1), (3) FS. History—New 12-17-90, Amended 6-24-93, 9-5-96, 2-6-97, Formerly 16T-2.005, Amended 5-17-98, 8-26-99, 3-21-01, 7-30-02, 3-3-04, 4-21-05, 4-24-06, 4-15-07, 3-25-08, 4-1-09, 3-7-11, 3-7-12, 4-10-13, 1-27-14, 5-15-16.

66B-2.006 Application Process.

(1) Application Period: With the exception of eligible Disaster Relief Projects, eligible Small-Scale Spoil Island Restoration and Enhancement Projects eligible Small-Scale Derelict Vessel Applications and Waterway Cleanup Events, all applications for assistance through this program will be submitted during the authorized submission period that shall be established by vote of the Board at a scheduled meeting.

(2) Application Forms: Florida Inland Navigation District Waterways Assistance Program Project Application FIND Form Number 90-22 (effective date 4-24-06) and the Waterway Assistance Program Application and Evaluation Worksheet No. 91-25 and 91-25 (A) through (F) (effective date 1/2014) are hereby incorporated by reference and available from the District office. With the exception of projects eligible under the Small-Scale Spoil Island Restoration and Enhancement program, the Small-Scale Derelict Vessel program, and eligible Waterway Cleanup Events, all applications for financial assistance and support through this program from member counties and local governments shall be made on Form Number FIND 90-22 and the Waterway Assistance Program Project Application and Evaluation Worksheet No. 91-25 and 91-25 (A) through (F) and shall include a detailed cost estimate submitted on FIND Form No. 90-25, Florida Inland Navigation District Assistance Program Project Cost Estimate, (effective date 4-24-06), hereby incorporated by reference and available from the District office. In addition, all applicants shall submit a complete and detailed Project Timeline (FIND FORM No. 96-10) (effective date 4-15-07).

(3) Sponsor Resolution: The project sponsor shall approve the submission of an application by official resolution from its governing board or commission. Said resolution shall be made on FIND Form No. 90-21, Resolution for Assistance Under the Florida Inland Navigation District Waterways Assistance Program (effective date 10-14-92), hereby incorporated by reference and available from the District office.

(4) Attorney's Certification: If the application is for a project that is a land based development project the applicant shall submit an Attorney's Certification of Title, FIND Form Number 94-26 (effective date 5-25-00), hereby incorporated by reference and available from the District office.

(5) Maps and Geographic Information: All applicants shall be required to submit, at minimum, the following geographic information: A County location map, a project location map, a project boundary map, and a clear and detailed site development map for land development projects.

(6) Application Review: Applicants shall obtain the local FIND Commissioner's initials on Form No. 90-26 prior to submitting the application to the District office. It is the applicant's responsibility to make timely arrangements for the local FIND Commissioner's review. In the absence of extenuating circumstances outside of the applicant's control as determined by the Board of Commissioners, an application shall not be considered complete if it does not include the local FIND commissioner's initials on Form No. 90-26. Upon receipt in the District office, staff will review the applications for completeness of the informational requirements identified in the Application Checklist, FIND Form Number 90-26 (effective date 7-30-02), and for compliance with the eligibility requirements of this rule. When an application is determined by staff to be incomplete or ineligible, staff will immediately inform the applicant by mail. The applicant will then have until the date established by the Board in the application package to bring the application into compliance. If the applicant fails to provide a complete application in compliance with these rules, the application will not be considered for funding. In order to have a complete application, the applicant shall not only submit the forms required under Rule 66B-2.006, F.A.C., and any other information requirements identified in the Application Checklist (FIND Form Number 90-26), but such forms and other submitted information must be completely filled out, executed as applicable, and also establish compliance with Chapter 66B-2, F.A.C.

(7) Interlocal Agreements: Applications that the Board determines will directly benefit the maintenance of the Atlantic Intracoastal

Waterway channel as documented by the District's long range dredged material management plans, will directly benefit the maintenance of the Okeechobee Waterway channel as documented by the District's long range dredged material management plan, will directly benefit the maintenance or improvement of District property, right-of-way or navigation interests, or have multiple funding partners including the Corps of Engineers as the project manager can qualify for project assistance through an interlocal agreement pursuant to Chapter 163, F.S., or Section 374.984(6)(a), F.S. District staff will identify these applications and present them to the Board for their determination as to funding. Interlocal agreement projects shall comply with all other provisions of this rule, except for pre-agreement expenses, permitting and property control requirements.

(8) Application Presentations: Applications determined to be complete and in compliance with this rule will be forwarded to the Board for review and then scheduled for presentation to the Board at a scheduled meeting of the Board. Applicants can decline to make a presentation to the Board by submitting a written request.

(9) Application Evaluation and Rating Score: Following the presentations, the Board will review the applications and evaluate them using the Waterways Assistance Program Application and Evaluation Worksheets No. 91-25 (A) through (F) for Waterways Assistance Program applications. The total points awarded to each application by the Commissioners will be averaged to determine an application's final rating score. The final rating score for each application must equal or exceed 35 points for the application to be considered for funding assistance. Reconsideration of any application with a final rating score of less than 35 points will only occur if the majority of the Commissioners evaluating the project rated the project equal to or exceeding 35 points and two-thirds of the Commissioners vote for reconsideration of the application. Only Applicants that are eligible under Rule 66B-2.0061, F.A.C., "Disaster Relief Applications", shall complete FIND Form No. 91-25F Emergency Re-Construction (effective date 4-24-06, 1/2014).

(10) Funding Determination: The Board will hold a funding allocation meeting at which time the Board will determine the allocation of funds, if any, to each project and the projects will be ranked by overall average score to facilitate final funding decisions by the Board. Allocations will be based in part upon the cumulative score of the applications as calculated from the Project Evaluation and Rating Form. Allocations will also be based upon the specific needs of the individual counties.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History—New 12-17-90, Amended 9-2-92, 6-24-93, 4-12-95, Formerly 16T-2.006, Amended 5-25-00, 3-21-01, 7-30-02, 3-20-03, 4-21-05, 4-24-06, 4-15-07, 3-25-08, 3-7-11, 1-27-14.

66B-2.0061 Disaster Relief Applications.

Disaster Relief applications may be submitted to the District and considered by the Board at any time during the year to provide assistance to an eligible applicant for the removal of navigation obstructions and repair or replacement of waterway facilities damaged by a declared natural disaster. The District shall consider these applications in accordance with these rules.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History—New 6-24-93, Amended 2-6-97, Formerly 16T-2.0061, Amended 4-24-06.

66B-2.008 Project Eligibility.

(1) Eligible Projects: Financial assistance and support through this program shall be used to plan or carry out public navigation and anchorage management, public recreation, environmental education, boating safety, acquisition and development of spoil sites and publicly owned commercial/industrial waterway access directly related to the waterways, acquisition and development of public boat ramps, launching facilities and boat docking and mooring facilities, inlet management, maritime management planning, environmental mitigation and beach renourishment.

(a) Program funds may be used for projects such as acquisition, planning, development, construction, reconstruction, extension, or improvement, of the following types of projects for public use on land and water. These project types will be arranged into a priority list each year by vote of the Board. The priority list will be distributed to applicants with the project application.

1. Public navigation channel dredging;
2. Public navigation aids and markers;
3. Inlet management projects that are a benefit to public navigation in the District;
4. Public shoreline stabilization directly benefiting the District's waterway channels;
5. Acquisition and development of publicly owned spoil disposal site and public commercial/industrial waterway access;
6. Waterway signs and buoys for safety, regulation or information;
7. Acquisition, dredging, shoreline stabilization and development of public boat ramps and launching facilities;
8. Acquisition, dredging, shoreline stabilization and development of public boat docking and mooring facilities;

9. Derelict Vessel Removal;
 10. Waterways related environmental education programs and facilities;
 11. Public fishing and viewing piers;
 12. Public waterfront parks and boardwalks and associated improvements;
 13. Maritime Management Planning;
 14. Waterways boating safety programs and equipment;
 15. Beach renourishment on beaches adversely impacted by navigation inlets, navigation structures, navigation dredging, or a navigation project; and,
 16. Environmental restoration, enhancement or mitigation projects; and,
 17. Other waterway related projects. Waterway projects that do not meet specific criteria in subsection 66B-2.005(5) or (6) or subparagraphs 66B-2.008(1)(a)1.-16., F.A.C., but are located on eligible waterways shall be considered for funding under the priority listing of "other waterway related project" and eligible for 25% funding.
- (b) Ineligible Projects or Project Elements. Project costs ineligible for program funding or matching funds will include: contingencies, miscellaneous, reoccurring personnel related costs, irrigation equipment, ball-courts, park and playground equipment, and any extraneous recreational amenities not directly related to the waterway such as the following:
1. Landscaping that does not provide shoreline stabilization or aquatic habitat;
 2. Restrooms for non-waterway users;
 3. Roadways providing access to non-waterway users;
 4. Parking areas for non-waterway users;
 5. Utilities for non-waterway related facilities;
 6. Lighting for non-waterway related facilities;
 7. Project maintenance and maintenance equipment;
 8. Picnic shelters and furniture for non-waterway related facilities;
 9. Vehicles to transport vessels; and,
 10. Operational items such as fuel, oil, etc.
 11. Office space that is not incidental and necessary to the operation of the main eligible public building; and,
 12. Conceptual project planning, including: public surveys, opinion polls, public meetings, organizational conferences; and,
 13. Inlet maintenance.
- (c) Project Elements with Eligibility Limits: Subject to approval by the Board of an itemized expense list:
1. The following project costs will be eligible for program funding or as matching funding if they are performed by an independent contractor:
 - a. Project management, administration and inspection;
 - b. Design, permitting, planning, engineering or surveying costs for completed construction project;
 - c. Restoration of sites disturbed during the construction of an approved project;
 - d. Equipment costs.
- Before reimbursement is made by the District on any of the costs listed in subparagraph 1. above, a construction contract for the project, approved and executed by the project sponsor and project contractor must be submitted to the District.
2. Marine fire-fighting, Marine law enforcement and other vessels are eligible for a maximum of \$60,000 in initial District funding. All future replacement and maintenance costs of the vessel and related equipment will be the responsibility of the applicant.
 3. Waterway related environmental education facility funding will be limited to those project elements directly related to the District's waterways.
- (d) Phasing of Projects: Applications for eligible waterway projects may be submitted as a phased project where Phase I will include the design, engineering and permitting elements and Phase II will include the construction of the project. A description and cost estimate of the Phase II work shall be submitted along with the Phase I application for Board review.
- (2) Property Control: The site of a new proposed land-based development project, with the exception of those projects requesting Small-Scale Spoil Island Restoration and Enhancement funding, shall be dedicated for the public use for which the project was intended for a minimum period of 25 years after project completion. Such dedication shall be in the form of a deed, lease, management agreement or other legally binding document and shall be recorded in the public property records of the county in which the property is located. This property control requirement also applies to a project site owned by another governmental entity. The governmental

entity that owns the project site may be joined as a co-applicant to meet this property control requirement. Existing land based development projects that are being repaired, replaced or modified must demonstrate that the project site has been dedicated for public use for at least 25 years with at least 10 years remaining on the dedication document. Property shall also be deemed dedicated for public use if:

(a) The property has been designated for the use for which the project is intended (even though there may have been no formal dedication) in a plat or map recorded prior to 1940, or

(b) The project sponsor demonstrates that it has had exclusive control over the property for the public use for which the project is intended for a period of at least 30 years prior to submission of the application, or

(c) There is no ongoing litigation challenging the designated use of the property as shown on the plat or map, nor has there been any judicial determination contrary to the use by the public for the use shown on the plat or map.

(3) Permits: The project sponsor is responsible for obtaining and abiding by any and all federal, state and local permits, laws, proprietary authorizations and regulations in the development and operation of the project. Applicants for construction projects that include elements that require state or federal environmental permits or proprietary authorizations will demonstrate that all required environmental permitting and authorizations will be completed by the District's final TRIM hearing. This demonstration will be by submission of the required environmental permit(s) and authorizations, or by submission of a letter from the agency(s) stating that a permit or authorization is not required. Should the environmental permitting element of an application that has construction elements requiring state or federal environmental permits or authorizations not be completed by the District's final TRIM hearing, the construction portion of the project will not be considered for funding. Whereby funding decisions are completed at the final TRIM hearing, the District will not deviate from the funding schedule to accommodate any application deficiency.

(4) Public Marina Qualifications: All public marina projects funded through this program shall include sewage pumpout facilities for vessels, unless the applicant can demonstrate that inclusion of such a facility is physically, operationally or economically impracticable. All public marina projects funded through this program shall have at least ten percent (10%) of their slips or mooring areas available for transient vessels. Public marina dockage rates shall be within market comparison of the dockage rates of other area marinas. The public marina will be required to establish and maintain an accounting of the funds for the facility and shall plan for and retain at all times sufficient funds for the on-going maintenance of the facility during its project life.

(5) The District may assist eligible local governments with efforts to prepare and implement a comprehensive maritime management plan. The plan shall be utilized by the eligible government to promote and maximize the public benefit and enjoyment of eligible waterways, while identifying and prioritizing the waterway access needs of the community. The plan should not duplicate any existing or ongoing efforts for the same waterway or water shed, nor shall the District participate in any effort that does not address the basic maritime needs of the community.

(a) Existing plans may be updated at reasonable intervals or amended to include waterway areas previously not included in the original effort. Public, government, environmental, industry and other pertinent interest groups shall be solicited and included for input in the planning process.

(b) The plan shall be utilized as a tool to provide a minimum 5-year planning analysis and forecast for the maritime needs of the community, and shall include, at minimum, the following:

1. Public boat ramp and ramp parking inventory and analysis.
2. Public mooring and docking facility analysis, including day docks and transient slips.
3. Commercial and working waterfront identification and needs analysis.
4. The identification, location, condition and analysis of existing and potential navigation channels.
5. An inventory and assessment of accessible public shorelines.
6. Public Waterway transportation needs.
7. Environmental conditions that affect boat facility siting, a current resource inventory survey, and restoration opportunities.
8. Economic conditions affecting the boating community and boating facilities.
9. Acknowledgment and coordination with existing data and information, including an emphasis on the Intracoastal Waterway.

(c) Projects requested for assistance program funding shall be consistent with the applicant's maritime management plan. The applicant should utilize the plan to assist in prioritizing waterway improvement projects.

(6) All eligible environmental restoration, enhancement or mitigation projects as well as the environmental restoration, enhancement or mitigation components of other types of projects shall be required to pursue and assign any available mitigation

credits to the District for that share of the project funded through the District's Assistance Program. All eligible environmental restoration, enhancement or mitigation projects shall provide public access where possible.

(7) Final Decisions: The Board will make all final decisions on the eligibility of a Project or specific project costs.

Rulemaking Authority 374.976(2) F.S. Law Implemented 374.976(1)-(3) F.S. History--New 12-17-90, Amended 9-2-92, 6-24-93, 2-3-94, 4-12-95, 9-5-96, 2-6-97, Formerly 16T-2.008, Amended 5-17-98, 3-31-99, 5-25-00, 3-21-01, 7-30-02, 3-20-03, 3-3-04, 4-15-07, 3-25-08, 4-1-09, 2-22-10, 3-7-11, 3-7-12, 1-27-14, 2-17-15, 2-21-16.

66B-2.009 Project Administration.

The District will appoint a project manager who shall be responsible for monitoring the project and the project agreement. The project manager shall also be responsible for approving all reimbursement requests. The project sponsor shall appoint a liaison agent, who will be a member of the eligible applicant's staff, to act on its behalf in carrying out the terms of the project agreement. Administration of the project will be as follows:

(1) Project Agreement: For each funded project, the District and the project sponsor will enter into a project agreement. The project agreement shall be executed and returned by the project sponsor within six (6) months of the approval of the project funding and prior to the release of program funds, setting forth the mutual obligations of the parties concerning the project. The project agreement shall incorporate the applicable policies and procedures of the program as outlined in this rule. Project agreements will be for a two-year period with the possibility for one, one-year extension. Any request for a one-year extension of funding shall require submittal by the PROJECT SPONSOR of a request for extension to the DISTRICT no later than July of fiscal year two of the approved project. This request will then be considered by the DISTRICT Board, whose decision shall be final. In review of these requests, the Board will take into consideration the current status and progress of the project and the ability of the applicant to complete the project within one additional year.

(2) Matching Funds: The project sponsor shall clearly identify and enumerate the amount and source of the matching funds it will be using to match the program funds supplied by the District for an approved project. The project sponsor shall provide suitable evidence that it has the matching funds available at the time the project agreement is executed.

(3) Agreement Modification: All proposed changes to the project agreement must be submitted to the District in writing by the project sponsor accompanied by a statement of justification for the proposed changes. All project agreement amendments shall be approved by the District Board, except that the Executive Director may approve a minor project agreement amendment for a project within a county with the local District commissioner's concurrence. A minor project amendment shall not change the approved project's category, result in a reallocation of more than 35% of the approved funding of the project among project elements, nor allow for a greater than 35% change in the project scale or scope of work. Project agreement amendments will not include a change to the approved project's location or a change in the approved project's purpose or project type. Agreed changes shall be evidenced by a formal amendment to the project agreement and shall be in compliance with these rules.

(4) Project Reporting: The liaison agent will submit quarterly reports to the project manager summarizing the work accomplished since the last report, problems encountered, percentage of project completion and other appropriate information. These reports shall continue throughout the length of the project period until completion of the project. The report shall be submitted on Form 95-02, "Assistance Program Project Quarterly Status Report", dated 7-30-02, hereby incorporated by reference and available at the District office. A Final Project Report shall be submitted at the completion of the project and shall at minimum include: project summary, photo of completed project, final cost, project benefits to the waterway and location address.

(5) Reimbursement Requests: The liaison agent may submit periodic reimbursement requests during the project period in accordance with Rule 66B-2.011, F.A.C. The project manager will approve or disapprove all reimbursement requests. The final payment of program funds will be made upon certified completion of the project by the District.

(6) Project Inspection: Upon reasonable request, the project manager shall have the right to inspect the project and any and all records relating to the project.

(7) Project Completion: The project shall be completed within three (3) years of the date of the beginning of the District's first fiscal year for which the project was approved. If the completion of a project is impacted by a declared state of emergency and the Board waives this rule section, the extension of time granted shall not exceed one additional three (3) year period.

(8) Project Completion Requirements: Upon completion of the project, the liaison agent shall provide the following to the project manager:

(a) A Project Completion Certificate, FIND Form No. 90-13 (effective date 7-30-02), hereby incorporated by reference and

available from the District office, which certifies that the project was completed in accordance with the project agreement and the final project plans.

- (b) A final reimbursement request accompanied by all required billing statements and vouchers.
- (c) Photograph(s) showing the installation of the sign required by Rule 66B-2.013, F.A.C.
- (d) Photograph(s) of the completed project clearly showing the program improvements.
- (9) Project Completion Review: The project manager will review the project completion package and will authorize or reject the final reimbursement payment which will include all retained funds from previous requests.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History—New 12-17-90, Formerly 16T-2.009, Amended 3-21-01, 7-30-02, 3-7-11, 1-27-14.

66B-2.011 Reimbursement.

The District shall release program funds in accordance with the terms and conditions set forth in the project agreement. This release of program funds shall be on a reimbursement only basis. The District shall reimburse the project sponsor for project costs expended on the project in accordance with the project agreement. Project funds to be reimbursed will require the submission of a Reimbursement Request Form and required supporting documents, FIND Form No. 90-14 (effective date 7-30-02) hereby incorporated by reference and available from the District office.

(1) Authorized Expenditures: Project funds shall not be spent except as consistent with the project agreement cost estimate that was approved by the Board, which shall be an attachment to the project agreement. This cost estimate will establish the maximum funding assistance provided by the District and the percentage of funding provided by each party to the project. The District will pay the lesser of:

- (a) The percentage total of project funding that the Board has agreed to fund, or
- (b) The maximum application funding assistance amount.

(2) Phase I Reimbursement: In accordance with these rules, reimbursement cannot be made on a Phase I application until a construction contract is executed by the applicant for the construction phase of the project. If the Phase I project is completed but a construction contract is not executed by the three (3) year project deadline, then the District shall only allow one (1) year from the Phase I project deadline to enter into the required construction contract before the Phase I funding is cancelled.

(3) Reimbursement Requests: All project costs shall be reported to the District and summarized on the Reimbursement Request Form. All requests for reimbursement shall include supporting documentation such as billing statements for work performed and cancelled payment vouchers for expenditures made.

(4) Retainage: The District shall retain ten percent (10%) of all reimbursement payments until final certification of completion of the project. The District shall withhold any reimbursement payment, either in whole or part, for non-compliance with the terms of this agreement.

(5) Check Presentations: A District representative shall present the final reimbursement check to the project sponsor during a public commission meeting or public dedication ceremony for the project facility.

(6) Recovery of Additional Project Funding: If the project sponsor receives additional funding for the project costs from another source that was not identified in the original application and that changes the agreement cost-share percentage, the project sponsor shall proportionately reimburse the District's program funds equal to the cost-share percentage in the approved project agreement. The project sponsor shall promptly notify the District of any project payments it receives from a source other than the District.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History—New 12-17-90, Amended 6-24-93, Formerly 16T-2.011, Amended 3-31-99, 7-30-02, 3-7-11.

66B-2.012 Accountability.

The following procedures shall govern the accountability of program funds:

(1) Accounting: Each project sponsor is responsible for maintaining an accounting system which meets generally accepted accounting principles and for maintaining such financial records as necessary to properly account for all program funds.

(2) Quarterly Reports: The project sponsor shall submit quarterly project status reports to FIND in accordance with subsection 66B-2.009(4), F.A.C.

(3) Completion Certification: All required final completion certification documents and materials as outlined in subsection 66B-2.009(8), F.A.C., of this rule shall be submitted to the District prior to final reimbursement of program funds.

(4) Auditing: All project records including project costs shall be available for review by the District or by an auditor selected by the District for 3 years after completion of the project. Any such audit expenses incurred shall be borne entirely by the project sponsor.

(5) Project Records: The project sponsor shall retain all records supporting project costs for three years after either the completion of the project or the final reimbursement payment, whichever is later, except that should any litigation, claim, or special audit arise before the expiration of the three year period, the project sponsor shall retain all records until the final resolution of such matters.

(6) Repayment: If it is found by any State, County, FIND, or independent audit that program funds have not been used in accordance with this rule and applicable laws, the project sponsor shall repay the misused program funds to the District.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History—New 12-17-90, Formerly 16T-2.012, Amended 7-30-02.

66B-2.013 Acknowledgement.

The project sponsor shall erect a permanent sign, approved by the District, at the entrance to the project site which indicates the District's participation in the project. This sign shall contain the FIND logo. In the event that the project sponsor erects a temporary construction sign, this sign shall also recognize the District's participation. If the final product of the project is a report, study or other publication, the District's sponsorship of that publication shall be prominently indicated at the beginning of the publication. If the project results in an educational display, the District's logo and a statement of the District's participation in the project shall be contained in the display.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History—New 12-17-90, Formerly 16T-2.013, Amended 2-22-10.

66B-2.014 Small-Scale Spoil Island Restoration and Enhancement Projects.

Proposals shall be accepted for the restoration or enhancement of spoil islands and natural islands within the District's waterways for recreational, navigational, educational, and environmental purposes. The applicable provisions of this rule apply to these applications with the following additions or exceptions:

(1) Application Procedure – A Request for Proposals procedure will be used to request proposals for consideration. Proposals shall follow the format described in FIND Document #03-02, Call for Proposals – Small-Scale Spoil Island Restoration and Enhancement Program (effective date 7-30-02), hereby incorporated by reference and available from the District office. Proposals may be submitted to the District and considered by the Board at any time during the year.

(2) Matching Funds: Small-scale spoil island restoration and enhancement may qualify for up to ninety percent (90%) program funds. The applicant's ten percent (10%) matching funds may include in-kind contribution pursuant to paragraph 66B-2.014(4)(b), F.A.C.

(3) Eligibility: All proposals must meet the following eligibility criteria to be considered for funding:

(a) Management Plan Compliance: Projects shall be in compliance with the provisions of any Spoil Island Management Plans or other management plans that govern the Project site.

(b) Property Control: The Project Sponsor must have written property rights on the Project site to construct and maintain the Project for a minimum of five years. Such property rights can be in the form of a lease, interlocal agreement, use agreement or other legal form approved by the District. The applicant shall include a map clearly delineating the location of all proposed work included in the application.

(4) Funds Allocation: Funds shall be allocated pursuant to Rule 66B-2.005, F.A.C., subject to the exceptions identified in this rule, and with the following additions:

(a) The District shall fund a maximum of up to \$7,500 per project, not to exceed \$22,500 per County, per fiscal year.

(b) The Project Sponsor may contribute in-kind construction labor; such in-kind construction labor costs will not be counted by the District as exceeding \$10.00 per hour. No administrative costs can be incorporated into the Project as Project costs.

(c) The funding provided by the District shall only be allocated for specific Project expenses such as construction materials, plant materials, herbicides, etc. The funding provided by the District shall not be allocated for parties, food or beverages.

(5) Hold Harmless Waiver: All volunteers, who are not government employees, shall sign a hold harmless waiver Form No. 02-01 (New 7-30-02) as approved by the District and hereby incorporated by reference and available from the District office.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History—New 7-30-02, Amended 4-24-06, 3-7-11.

66B-2.015 Small-Scale Derelict Vessel Removal Projects.

Proposals shall be accepted for financial assistance for the removal of derelict vessels within the District's waterways. The applicable provisions of this rule apply to these applications with the following additions or exceptions:

(1) Application Procedure – Applications shall be submitted on a completed FIND Form No. 05-01 (Small-Scale Derelict Vessel Removal Program) (effective date 4-24-06), and FIND Form No. 01-06 (Small-Scale Derelict Vessel Removal Program – Project Cost Estimate), (effective date 4-24-06), hereby incorporated by reference and available from the District office. Applications may be submitted to the District and considered by the Board at any time during the year.

(2) The District shall only fund applicants that have identified derelict vessels to be removed and have a current bid for removal for such vessels, or have completed the removal of such vessels within the 6 months preceding the application, subject to eligibility under these program rules.

(3) The program must be sponsored by an eligible government agency or not-for-profit organization.

(4) District funding shall be limited to \$30,000.00 per county, per year, provided on a reimbursement basis only. The limitation on pre-agreement expenses may be waived by the Board in accordance with subsection 66B-2.005(3), F.A.C.

(5) The eligible applicant must provide the remaining matching funds for project completion. In no case shall the District's cost-share contribution exceed 75% of the total project costs. In-house project management or administration costs are not eligible costs or matching costs.

(6) The derelict vessel must be located in the District's Waterways, as defined in Rule 66B-2.003, F.A.C. The applicant shall include a map clearly delineating the location of all vessels included in the application.

(7) The District shall be recognized when possible in all written, audio or video advertising and promotions as a participating sponsor of the program.

(8) The funding provided by the District shall only be allocated for removal of derelict vessels. The District is providing program reimbursement funds only and shall be held harmless with regards to the activities initiated by the applicant.

(9) The applicant shall be responsible for all maintenance, management, disposal and operating expenses associated with the program.

(10) Funds derived from the sale of any derelict vessels or vessel parts removed through this grant program must be reinvested into the applicant's derelict vessel removal program.

(11) The District Board shall make all final decisions concerning the provision of funding for this program.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History—New 4-24-06, Amended 4-15-07, 3-25-08, 3-7-11, 1-27-14.

66B-2.016 Waterways Cleanup Events.

Proposals shall be accepted for financial assistance for the organized removal of refuse within the District's waterways. The applicable provisions of this rule apply to these applications with the following additions or exceptions:

(1) Application Procedure: Prior to the event, a request for funding shall be submitted to the District by means of a cover letter detailing the occurrence of the cleanup, contact information, a map of the cleanup locations and the general parameters of the event. In addition, the Applicant will submit a detailed budget clearly delineating the expenditure of all District funds, as well as the overall general budget of the event. Proposals may be submitted to the District and considered by the Board at any time during the year.

(2) Availability: The District shall fund a maximum of one clean-up program per waterway, per year within a county, with exception to the provisions of subsections (8) through (10), below.

(3) Applicant Eligibility: The clean-up program must be sponsored by a government agency or a registered not-for-profit corporation.

(4) Funding: District funding shall be limited to \$5,000 per waterway, per county, except for the provisions of subsections (8) through (10), below.

(5) The District shall be recognized in all written, on-line, audio or video advertising and promotions as a participating sponsor of the clean-up program.

(6) Funding Eligibility: The funding provided by the District shall only be allocated to reimburse the applicant for out of pocket expenditures related to specific cleanup program expenses such as trash bags, trash collection, haul and landfill fees, gloves, advertising, T-shirts, and related expenses. The funding provided by the District shall not be allocated for parties, meetings, food or beverages.

(7) The District Board shall make all final decisions concerning the provision of funding for a clean-up program.

In addition to the requirements stated above, a cleanup program implementing all of the following additional incentives will qualify for up to additional \$5,000 in clean up funds.

(8) The clean-up program budget must provide equal or greater matching funds for all Navigation District funding.

(9) The applicant shall tally and report the composition and location of the waterway-related debris, with the goal to show definitive progress in the amount of refuse collected, a reduction in the overall debris in the waterway, or an increase in the number of additional waterway areas included in the clean up.

(10) For each additional \$1,000 in Navigation District funding, the applicant shall coordinate a minimum of one waterway collection point or clean up area, or an applicant can conduct an additional waterway cleanup program for the waterway areas.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History—New 3-7-11.

EXHIBIT C
FLORIDA INLAND NAVIGATION DISTRICT
ASSISTANCE PROGRAM

Matching Funds Certification

Sponsor: _____

Project Title: _____ Project #: _____

Source of Matching Funds: _____

Amount of Matching Funds: _____

I hereby certify that the above referenced project Sponsor, as of October 01, 2018, has the required matching funds for the accomplishment of the referenced project in accordance with the Waterways Assistance Program Project Agreement between the Florida Inland Navigation District and the Sponsor, dated _____.*

Project Liaison Name: _____

Project Liaison Signature: _____

Date: _____

*S. 837.06 Florida Statutes, False official statements. - Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083 F.S.

FIND Form No. 95-01
New 9/9/95 (revised 7-30-02)

EXHIBIT D

FLORIDA INLAND NAVIGATION DISTRICT ASSISTANCE PROGRAM PAYMENT REIMBURSEMENT REQUEST FORM

PROJECT NAME: _____ PROJECT #: _____

PROJECT SPONSOR: _____ BILLING #: _____

Amount of Assistance	A.	_____
Less Previous Total Disbursements	B.	_____
and Less Previous Total Retainage		_____
Held Balance Available	=	_____

Funds Requested This Disbursement

Funds Requested	C.	_____
Less Retainage (-10% unless final)	D.	_____
Check Amount	=	_____

Amount of Assistance		_____
Less Total Prior and Current		_____
Payments Including all retainage		_____
held (A-B-C-D)	=	_____
= Balance Remaining		_____

SCHEDULE OF EXPENDITURES

Expense Description (Should correspond to Cost Estimate Sheet Categories in Exhibit "A")	Check No. Vendor Name and Date	Total Cost	Applicant Cost	FIND Cost
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EXHIBIT D (CONTINUED)

SCHEDULE OF EXPENDITURES

Expense Description (Should correspond to Cost Estimate Sheet Categories in Exhibit "A")	Vendor Name	Check No. and Date	Total Cost	Applicant Cost	FIND Cost
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Certification for Reimbursement: I certify that the above expenses were necessary and reasonable for the accomplishment of the approved project and that these expenses are in accordance with Exhibit "A" of the Project Agreement. *

Project Liaison

Date

*S. 837.06 Florida Statutes, False official statements. - Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083 F.S.

FIND - Form No. 90-14
Effective Date 7-30-02)

EXHIBIT E

FLORIDA INLAND NAVIGATION DISTRICT ASSISTANCE PROGRAM

Project Completion Certification

Sponsor: _____

Project Title: _____ Project #: _____

I hereby certify that the above referenced project was completed in accordance with the Assistance Program Project Agreement between the Florida Inland Navigation District and _____, dated _____, 20____, and that all funds were expended in accordance with Exhibit "A" and Paragraph 1 of the Project Agreement. *

Project Liaison Name: _____

Project Liaison Signature: _____

Date: _____

*S. 837.06 Florida Statutes, False official statements. - Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083 F.S.

FIND Form No. 90-13
(Effective Date: 12-17-90, Revised 7-30-02)

EXHIBIT F

**ASSISTANCE PROGRAM PROJECT
QUARTERLY STATUS REPORT**

http://www.aicw.org/assistance_programs/waterway_assistance_programs/index.php

PROJECT NO. _____

PROJECT TITLE: _____

PROJECT SPONSOR: _____

REPORT PERIOD

Oct 1-Dec _____ ; Jan-March _____ ; April-June _____ ; July-Sept _____
Report Due: (Dec 30) (March 30) (June 30) (Sep 30)

WORK ACCOMPLISHED:

PROBLEMS ENCOUNTERED:

PERCENTAGE COMPLETION:

OTHER NOTABLE ITEMS:

Form No. 95-02
(Effective Date: 7-30-02)

EXHIBIT G
ASSISTANCE PROJECT SCHEDULE

OCTOBER 2019-	Project Agreement Executed, Project Initiates.	
DECEMBER 30, 2019	First Quarterly Report Due.	Use Quarterly Status Report Form Exhibit F http://www.aicw.org/assistance_programs/waterway_assistance_programs/index.php
- MARCH 30 2020-	Second Quarterly Report Due.	
JUNE 30, 2020-	Third Quarterly Report Due.	
SEPTEMBER 30, 2020 -	Fourth Quarterly Report Due.	
DECEMBER 30, 2020	Fifth Quarterly Report Due.	
- MARCH 30 2021-	Sixth Quarterly Report Due.	
JUNE 30, 2021-	Seventh Quarterly Report Due.	

NOTE: If the project will not be completed and all close out paperwork submitted by September 1st, a request for a 1-year extension of the completion date of the project should be submitted with the June 2021 quarterly report.

SEPTEMBER 1-30, 20201 - Closeout paperwork due.
Closeout paperwork consists of :

1. Project Completion Certificate, FIND Form No. 90-13 (effective date 7-30-02), which certifies that the project was completed in accordance with the project agreement and the final project plans.
2. A final reimbursement request accompanied by all required supporting documentation including bills and canceled payment vouchers for expenditures.
3. Photograph(s) showing the installation of the sign required by Rule 66B-2.013, F.A.C.
4. Photograph(s) of the completed project clearly showing the program improvements. (jpg or tif format)
5. A Final Project Report (1-2 pages) that shall at minimum include: project name and address, project summary, final cost, and project benefits to the waterway.

SEPTEMBER 30, 2021 - End of Grant. All work must be complete closeout paperwork submitted.
October 2021- finish processing closeout paperwork, perform project inspection and submit final reimbursement check and coordinates check presentation to sponsor.

NOTE: ANY MODIFICATIONS to the PROJECT shall require advance notice and prior written approval of the District. The appropriate timing for modifications to the project cost estimate, Exhibit A, would be after receipt of bids.

***NON-COMPLIANCE by the PROJECT SPONSOR with the reporting schedule in Exhibit G may result in revocation of this agreement pursuant to Section 13 of the project agreement.**

EXHIBIT H

http://www.aicw.org/studies_and_information/bids_files_plans_logos/logos.php#revize_document_center_rz617



TOWN OF PALM BEACH

Town Council Meeting on: November 12, 2019

Section of Agenda

Consent - Other

Agenda Title

Appointment to the Public Employees Relations Commission Panel per PERC Ordinance Appendix "A" Section 1.003

Presenter

Danielle Olson, Director of Human Resources

ATTACHMENTS:

- ▣ **Memorandum dated November 12, 2019, from Danielle Olson, Director of Human Resources**
- ▣ **J. Patterson Cooper Resume**

TOWN OF PALM BEACH

Information for Town Council Meeting on: November 12, 2019

To: Mayor and Town Council

Via: Kirk Blouin, Town Manager

From: Danielle Olson, Director of Human Resources

Re: Appointment to the Public Employees Relations Commission Panel per PERC Ordinance
Appendix "A" Section 1.003

Date: November 1, 2019

STAFF RECOMMENDATION

Staff recommends that the Town Council appoint Mr. J. Patterson Cooper to fill the position of "Employer Representative" to the Town of Palm Beach Public Employees Relations Commission (PERC).

GENERAL INFORMATION

The position of Employer Representative was held prior by Mr. Robin Martin and is currently vacant. A Blue Ribbon Panel was appointed by Town Council to recommend one or more qualified individuals for appointment to the Town's Public Employees Relations Commission (PERC). The Blue Ribbon Panel, comprised of Mary Robosson, president of the Palm Beach Civic Association and Dan Mc Donnell, of the Citizens Association of Palm Beach, met to select a qualified individual to submit to the Town Council for appointment to the MiniPERC. The Blue Ribbon Panel unanimously recommends Mr. J. Patterson Cooper, whose bio is provided, to fill the position of "Employer Representative".

FUNDING/FISCAL IMPACT

There is no funding impact to the Town of Palm Beach regarding this issue.

Attachments

J. PATTERSON “PAT” COOPER

Experienced professional with an MBA. Practical experience in the fields of merchant, investment (buy and sell side) & commercial banking, asset & liability management and interacting with all levels of management and Boards of Directors.

Strong track record of effectively identifying risk, establishing controls and formulating tools to track performance. Deep experience in dealing with State, Federal and International regulators. A keen eye for optimizing governance in line with shareholder needs. Process-driven and skilled at implementing procedures that improve operational efficiency, productivity, and profitability. Motivational leader who provides extensive training and development to create high-performing teams.

AREAS OF EXPERTISE

- Business Development • Client Relations • Customer Service • Public Relations • Strategic Planning • Change Management • Restructuring/Turnarounds • Expense Control • Financial Analysis • Cost Reduction • Risk Management • Audits • Budgeting • Internal Controls • Joint Ventures • Project Management • Team Leadership / Motivation • Process Improvement • Needs Assessment
- Sales Forecasting • Sales Cycle Management • Presentations • Internet Research
- Loan Documents • Event Planning

PROFESSIONAL EXPERIENCE

PRUDENT CAPITAL PARTNERS, LLC, London, U.K.

Partner

PCP is an independent merchant bank/fund-less sponsor whose funds are provided by its partners and select investor groups. The partnership was formed to raise money for investment banking transactions and to also act as agent for M&A transactions. This entity also was a key provider of initial stage information and ultimately investment in a new development currently under way on Kiawah Island, South Carolina.

Achievement:

- A small team (3) worked together to win, design, permit, finance and ultimately build a community on Kiawah Island, South Carolina. Total value estimated at \$85 million with estimated profitability of \$20 million. For over a year and a half this team worked together to bring the project on line. Ultimately it selected another General Partner to undertake the development which is now taking place.
- This same team is considering real estate transactions in Massachusetts and involvement with a Water Treatment Company looking to replace long term investors. Total investment (including debt) up to \$500 million.

PROUTY INDIA FUND LIMITED, Greenwich, CT.

An opened ended fund investing in mid-cap listed companies on the Bombay Stock Exchange (BSE Sensex).

Director

Responsibilities include attending board meetings (typically via teleconference, compliance oversight and ensuring the company is operating in conjunction with the laws of the United States, Mauritius and India.

Achievements:

- The fund is being marketed by Mr. Prouty. It was considered a “new” fund as the state of the Indian market was not conducive to investments vis-à-vis the American Market. The investment climate changed at the beginning of 2014 and new investors entered the markets.

SALT MARSH INVESTMENTS, LLC

This is the dedicated Investment Manager of the Prouty India Fund

President, COO and Member of the Investment Committee

Achievements:

- Responsible for compliance with applicable laws in the US and ensuring all transactions are booked properly. As a member of the Investment Committee I review all purchase and sale transactions ensuring that style and scope are consistent with the original private placement memorandum.

FIRST BANK OF THE PALM BEACHES, West Palm Beach, Florida

This is a Community Bank which opened in 2006 offering a full range of retail banking services.

President & CEO

Managed this de novo banking operation including relationships with regulatory bodies. Created and implemented strategic business plans. Established liquidity models and procedures to ensure the bank was able to proactively understand and meet its upcoming funding positions. Created, upgraded and ensured operational compliance with internal policies and procedures. Tracked and alerted staff to regulatory updates. Interacted with Florida regulators on a regular basis and with Federal bank examiners. Ensured that all staff was familiar with Bank Secrecy Act provisions and amendments.

Achievements:

- Replaced the former CEO and formed a strong relationship of trust with Board Members and Florida Regulators.
- Reinvigorated new business calling effort with small business and individual clients.
- Created a Treasury Department to better manage the Bank's balance sheet and liquidity.
- Ensured the CFO was trained in all manner of approved transactions and introduced that function to additional funding options.
- Strengthened the Credit Department ensuring loans were properly documented, booked and follow-up calling was completed on a scheduled basis.
- Sourced a new investor who could infuse substantial capital allowing for branching in other counties in Southeast Florida.

DEUTSCHE BANK (LEGACY BANKERS TRUST)

Global financial services company.

Managing Director-Head of Regulatory Control Group, Private Wealth Management, Deutsche Bank (Legacy Bankers Trust), New York, New York

Complied with "Know-Your-Client" and served as a resource to all client-facing staff in Private Wealth Management ("PWM") Divisions with regulatory questions. Ensured all legal entities under which PWM operated are operating under regulatory and internal guidelines. Administered day-to-day activities, and interfaced with NYS Banking authorities and the Federal Reserve of NY on PWM regulatory matters.

Achievements:

- Integrated sales processes, which provided three separate operating and legal entities to work with each other's products.
- Constructed legal agreements to sell products across all entities.
- Reduced the number of legal entities in PWM by four thereby returning capital to the parent company.
- Completed a backlog of KYC projects with the exception of the Trust Area amounting to over 20,000 separate files, which restored regulatory confidence and avoided sanctions.

Branch Manager, DB Alex Brown, Palm Beach, Florida

DB Alex Brown was the full service brokerage firm and investment bank. It undertook research on various companies' stocks and had a retail presence in approximately 16 markets throughout the U.S. Oversaw retail brokerage operations and ensured compliance with securities laws and internal policies and procedures. Managed the performance of 20 employees, administered the budget, and drove new business development by marketing the firm's new and current products.

Achievements:

- I was the first person approved by the NYSE to operate a separately capitalized bank and brokerage branch office.
- This appointment was an attempt to integrate the functions of banking and brokerage. Ultimately, it was decided to keep the functions separate due to the innate operational differences.

President & CEO, Deutsche Bank Florida, N.A. (Legacy Bankers Trust Company of Florida, N.A.), Palm Beach, Florida

Full service standalone banking institution 100% owned by Deutsche Bank America. Provided deposit and lending services in addition to the major focus of trusts, estate, custodial and investment services. Championed the turnaround of the unprofitable Palm Beach Operation. Created and implemented strategic businesses plan which retained current clientele while increasing the new client base. Hired and trained new client staff to improve customer service levels. Managed banking operations that provided a wide range of products including banking, lending, trust, investment advisory and custodial services. Worked closely with the Board of Directors and external regulators.

Deutsche Bank (continued)

Achievements:

- Increased assets under management ("AUM") by more than 75% to \$1.75B by soliciting and winning the business of a major client, the bank's largest new trust asset in over 10 years.
- Reduced expenses by 25% over a three year period while maintaining and growing AUM's.
- Enhanced the bank's brand image by participating in high profile, non-profit, community ventures including United Way Campaigns, Camp Boggy Creek (medical camp founded by Paul Newman and Norman Schwarzkopf) and by chairing numerous charitable events in the Town of Palm Beach.

Career Note:

JPMorganChase (*Legacy Chemical Bank*), New York, NY

Positions held throughout full term of employment included:

Managing Director, President and CEO, Palm Beach, FL

Vice President, London Branch Office, International Division

Team Member, New York Office, Municipal Finance Department

Korea Country Manager, International Division

Vice President, Korea Desk Manager

Vice President, Deputy Philippine Branch Manager, International Division

Vice President, Australasian Desk Officer

Various Positions, Metropolitan Division

Trainee, Metropolitan Management Training Program

EDUCATION

Masters, Major in Financial Management

Pace University School of Business – New York, New York

Bachelors, Major in Political Science

College of Santa Fe – Santa Fe, New Mexico

CERTIFICATIONS/OTHER

FINRA 7,8,24,63,65 (Relicensing Needed)

Harvard Executive Management Program

PROFESSIONAL ORGANIZATIONS/AFFILIATIONS

Former Trustee Town of Palm Beach Retirement Board,

Former Town of Palm Beach Shore Protection Board (2009-2015)

Treasurer/Secretary, Palm Beach Civic Association

Boggy Creek Camp (Member 1997-Present; Chairman 2008-2014)

Korean-American Education Commission (Fulbright Program), Appointed by the U.S. Ambassador to Korea

COMPUTER SKILLS

Adept and nimble with changing landscape

Usages include: • Proprietary Software Applications with an emphasis on analytics

- Business and Social Media

TOWN OF PALM BEACH

Town Council Meeting on: November 12, 2019

Section of Agenda

Consent - Other

Agenda Title

Approve Request by Florida Power & Light to Close Orange Grove Road for Eleven (11) Days

Presenter

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

ATTACHMENTS:

- ▣ **Memorandum dated October 31, 2019, from H. Paul Brazil, P.E., Director of Public Works**
- ▣ **Maps**

TOWN OF PALM BEACH

Information for Town Council Meeting on: November 12, 2019

To: Mayor and Town Council

Via: Kirk W. Blouin, Town Manager

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

Re: Approve Request by Florida Power & Light to Close Orange Grove Road for Eleven (11) Days

DATE: October 31, 2019

STAFF RECOMMENDATION

Town staff recommends that Town Council approve Florida Power & Light's (FPL) request to close Orange Grove Road for eleven (11) days from November 13th to November 24th. If Council approves this request, Public Works will issue a right-of-way permit with appropriate limitations and will coordinate this work with other work in the area.

GENERAL INFORMATION

FPL is planning to replace a 53 year old submarine cable from Riviera Beach to Palm Beach in the vicinity of Orange Grove Road. The cable is currently laying directly on the bottom of the intracoastal and is exposed at some locations. FPL has experienced two (2) cable failures on this line.

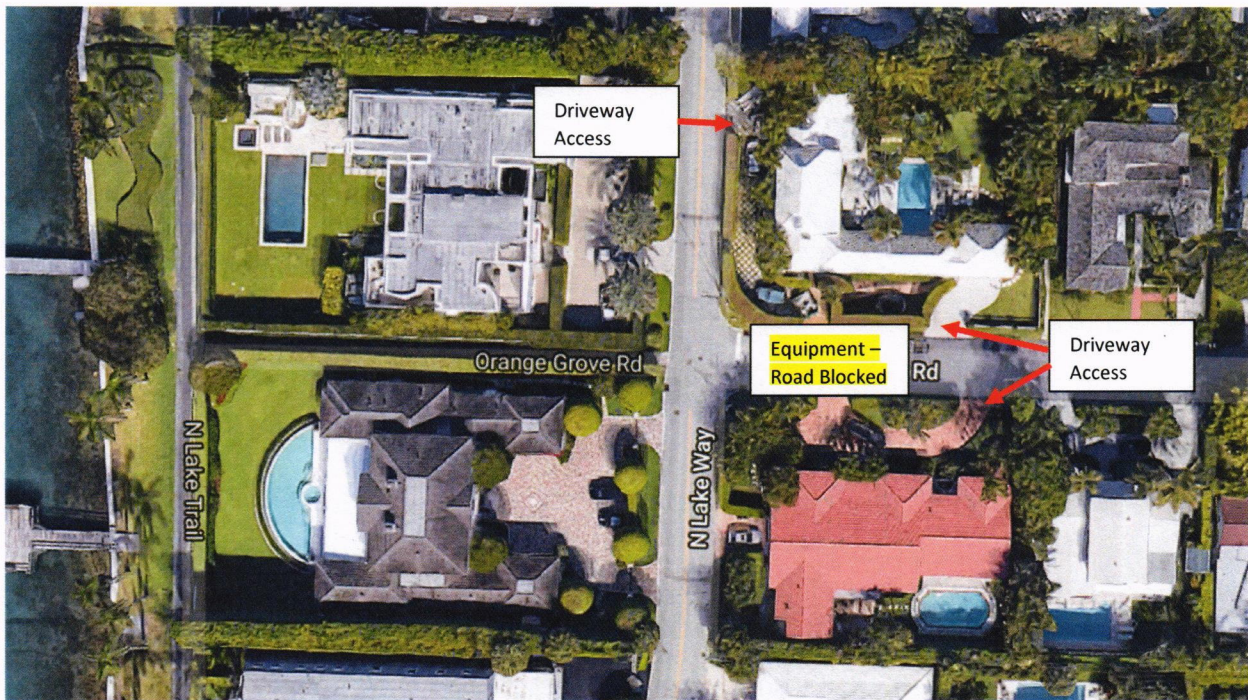
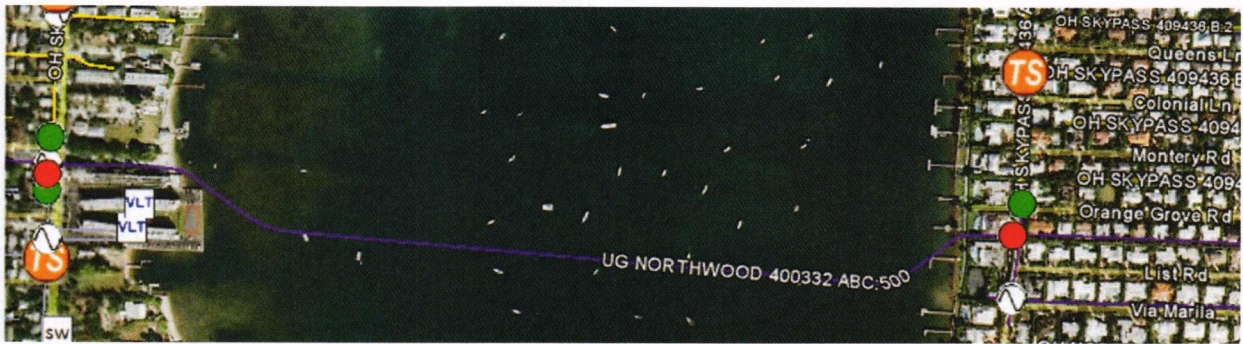
FPL has the funding this year to replace the cable to reduce the risk of another failure. The job to install the new cable will take approximately sixteen (16) days, however, the road closure in Palm Beach will only last 10-11 days. FPL understands that FPL maintenance work is not allowed to be performed in the Town from Thanksgiving until May 1, 2020, which is why FPL is requesting to work and complete this job before this Thanksgiving. The attached map shows the Northwood closure in West Palm Beach and the Orange Grove Road closure in the Town of Palm Beach. Only Orange Grove Road will have a closure and all access to the resident's driveways will remain open.

FUNDING/FISCAL IMPACT

There is no fiscal impact to the Town.

Attachments

cc: Eric Brown, P.E., Assistant Director of Public Works
Patricia Strayer, P.E., Town Engineer
Paul Colby, Facilities Maintenance Division Manager
Craig Hauschild, Planning, Zoning & Building, Civil Engineer



N LAKE WAY TO REMAIN OPEN

10" subaqueous HDD

WORK ZONE 24'x80'

DRIVEWAYS TO

TOWN OF PALM BEACH

Town Council Meeting on: November 12, 2019

Section of Agenda

Consent - Other

Agenda Title

Status Report of Delinquent Accounts and Request for Authorization to Write-off Uncollectible Accounts

Presenter

Jane Le Clainche, Director of Finance

ATTACHMENTS:

- ▣ **Memorandum Dated October 31, 2019, from Jane Le Clainche, Finance Director**
- ▣ **Delinquent Accounts**
- ▣ **Code Enforcement Write Offs**
- ▣ **EMS Write Offs**

TOWN OF PALM BEACH

Information for Town Council Meeting on: November 12, 2019

To: Mayor and Town Council

Via: Kirk Blouin, Town Manager

From: Jane Le Clainche, Director of Finance

Re: Status Report of Delinquent Accounts and Request for Authorization to Write-off Uncollectible Accounts

Date: October 31, 2019

STAFF RECOMMENDATION

Staff recommends that the Town Council authorize staff to write off the balances identified in the report and summarized below:

Type of Charge	Write off Amount	FY2019 Revenue Collected	% of Write off vs. Total Revenue
EMS Charges	\$150,331	\$429,995	35%
Code Enforcement Fees	\$400	\$318,425	.0013%
Parking Tickets (FY2016)			
Tickets	\$70,574	\$474,027	15%
Penalties	<u>\$85,415</u>	<u>\$112,805</u>	76%
Total	\$306,720	\$1,335,252	22.9%

GENERAL INFORMATION

Status of Delinquent Accounts - Year End Update

Attached is the September 30, 2019, Status of Delinquent Accounts report for your review. This report includes outstanding code enforcement liens, false alarm fees and fire prevention fees. The total amount of delinquent accounts on this report equals \$2,463,020.29. Most of the balance is made up of code enforcement liens. The numerous small amounts under code enforcement liens represent code enforcement administrative fees.

Overall, aside from the code enforcement liens, the alarms and fire prevention accounts are mostly current and collection letters have been sent to the parties involved. This delinquent account report is prepared monthly and distributed to the Planning, Zoning and Building, Public Works, Fire-Rescue and the Police Departments to monitor for collection opportunities.

EMS Collections

Fire-Rescue is requesting the authority to write off \$150,330.59 in uncollectible EMS fees. The Town had contracted with EMS Management and Consultants, Inc. (EMSMC) to bill and collect EMS fees. The Town has also contracted with Security Collection Agency to collect the delinquent EMS and other outstanding accounts. EMSMC sends the uncollectible accounts to SCA on a monthly basis.

The total amount due on EMS accounts is shown below.

Total amount due on EMS accounts as of September 30, 2019: \$181,926

Total amount of delinquent accounts as of September 30, 2019: \$39,728

The collection rate for the FY2018 dates of service is currently 75.4%, the collection rate for the FY2019 dates of service is currently 69.9%

Total revenue from EMS fees for FY2019: \$429,995

Code Enforcement

Code Enforcement write-offs total \$400.00 for 2 cases. The attached memorandum from Benjamin Alma, Code Enforcement Manager, provides individual explanations per case.

Parking Tickets

The Town uses a collection agency, Enforcement Technology (ET) to collect on delinquent and out-of-state parking tickets. During FY18, their efforts to collect on delinquent tickets have produced \$15,675 in additional parking ticket revenue. ET has been paid \$6,480 for their efforts during the year.

Revenues from parking tickets and associated penalties for FY19 were \$101,325 lower than FY18. The decrease in ticket revenue is due to several reasons. The parking control unit was not fully staffed during the year; Mar-A-Lago leased 80 parking spots at Phipps Ocean Park during the year; The Royal Palm Lot was closed due to the construction of the Recreation Center; More RPP Parking spots were granted throughout the year; Parking kiosks were removed for hurricane Dorian; and parking control officers were used for crowd control and to process Town IDs in preparation for the potential hurricane. In addition, the parking unit is utilized for traffic control during POTUS visits, to enforce construction right of way parking complaints, and for school crossing guards.

Last year, Town Council authorized staff to write off unpaid tickets issued during fiscal year 2015. We are requesting that the Town Council authorize staff to write off outstanding parking tickets and penalties issued prior to September 30, 2016, totaling \$155,989. This total consists of original tickets issued in the amount of \$70,574 and \$85,415 in penalties. These tickets have been sent to the collection agency and all efforts have been made to collect these tickets. The collection agency will continue to pursue these outstanding tickets.

The chart below compares FY2018 vs. FY2019 write off and receivable balances.

Comparison of FY2018 vs. FY2019 Receivable Report

Write off Amounts

Type of Charge	FY2018	FY2019
EMS Charges	\$165,682	\$150,331
Code Enforcement	\$1600	\$400
Recreation Camp Fees	\$0	\$0
Parking Tickets	\$163,818	\$155,989

Balance of Delinquent Accounts

Type of Charge	FY2018	FY2019
Code Enforcement Liens	\$2,232,075	\$2,462,425
Fire Prevention Fees	\$1,709	\$666
False Alarm Accounts	\$73	\$2,572
EMS Charges	\$158,530	\$181,926
Parking Tickets		
Tickets	\$302,530	\$257,195
Penalties	\$279,375	\$251,663

Revenues from above sources

Type of Charge	FY2018	FY2019
Code Enforcement Liens	\$310,845	\$318,425
EMS Fees	\$430,929	\$429,995
Parking Tickets and Penalties	\$687,646	\$586,832

**Town of Palm Beach
Delinquent Accounts
9/30/2019**

Name	Address	Case Number	Date of Violation	Principal Due	Penalty/ Interest	Total Due	Date of Lien	Action Taken
Code Enforcement Liens								
Susan Gibson- Case 1	226 Pendleton Ave	Case #07-2277	09/20/2007	\$0.00	\$43,250.00	\$43,250.00	8/11/2010	\$150 CEB 9/20/07 \$250 per day thru 3/20/08 (sewer,
Susan Gibson - Case 2	226 Pendleton Ave	Case #07-2277	10/17/2007	\$0.00	\$1,093,350.00	\$1,093,350.00	8/11/2010	Daily Running Fine of \$250.00 started 10/18/07;
Susan C Lee	287 Pendleton Ave	Case #10-2706	04/10/2010	\$0.00	\$867,000.00	\$867,000.00	6/2/2010	Daily Fine of \$250.00 started 4/10/10 CEB costs
224 Atlantic LLC	224 Atlantic Ave	Case #15-57	04/11/2015	\$150.00	\$230,500.00	\$230,650.00	4/29/2015	\$150 CEB on 3/19/15 \$250 per day 4/11/15
Susan Gibson	226 Pendleton Ave	Case #16-1116	03/16/2017	\$150.00	\$90,300.00	\$90,450.00	5/2/2017	\$150 CEB on 3/16/17 - \$100 per day
Yvonne M Andersor	3230 S Ocean Blvd #201	Case #18-226	07/23/2018	\$0.00	\$23,000.00	\$23,000.00	7/30/2018	\$150 CEB on 6/21/18
Husnija Spahic	2840 S. Ocean Blvd #223	Case #18-400	08/16/2018	\$0.00	\$96,750.00	\$96,750.00	10/2/2018	\$250 per day starting 9/16/18
Wood's Lawn & Garden	259 Clarke Ave	Case #18-706	07/19/2018	\$150.00	\$125.00	\$275.00	9/27/2018	\$150 CEB on 7/19/18 \$ 125.00 fine
JLZ Realty South	212 Oleander Ave	Case #19-298	04/18/2019	\$150.00	\$2,000.00	\$2,150.00	Outside Appearances - kept good sale repair	
Thomas Campaniello	240 S. County Rd	Case #19-69	05/16/2019	\$150.00	\$7,900.00	\$8,050.00	Work w/o Permit	
Carole Lief	222 Phipps Plz	Case #19-439	06/20/2019	\$0.00	\$5,100.00	\$5,100.00	Admin Fee and Daily Running Fine - work w/o permit	
JLZ Realty South	212 Oleander Ave #4	Case #19-478	06/20/2019	\$0.00	\$1,700.00	\$1,700.00	Admin Fee and Daily Running Fine - work w/o permit	
Deborah Winsor	339 Coconut Row	Case #19-632	07/18/2019	\$150.00	\$0.00	\$150.00	Admin Fee Only	
Island Company	256 Worth Ave	Case #19-819	08/15/2019	\$150.00	\$250.00	\$400.00		
Thomas Campaniello	240 S. County Rd	Case #19-836	09/19/2019	\$150.00	\$0.00	\$150.00	Admin Fee Only	
Total CEB Fines				\$1,200.00	\$2,461,225.00	\$2,462,425.00		
Alarm Accounts								
Elizabeth Summers	334 Barton Ave	AL-000308		\$150.00	\$52.04	\$202.04	Cert Ltr 09/19 - CEB 10/19	
Total Alarm Calls				\$150.00	\$52.04	\$202.04		
Fire Prevention								
U S Trust Company	132 Royal Palm Way	19053115501		\$151.25	\$0.00	\$151.25	5/31/2019 Sent Certified Letter	
Lowe Realty Co of Florida	240 Worth Ave	19061415500		\$121.00	\$0.00	\$121.00	6/14/2019 Sent Certified Letter	
Fidelity Investments	324 Royal Palm Way #204	19070315501		\$121.00	\$0.00	\$121.00	7/3/2019 Sent Certified Letter	
TOTAL FIRE PREVENTION				\$393.25	\$0.00	\$393.25		
				\$1,743.25	\$2,461,277.04	\$2,463,020.29		



TOWN OF PALM BEACH POLICE DEPARTMENT

DEDICATED TO EXCELLENCE



To: Nicholas Caristo, Chief of Police 
Via: Benjamin Alma 
From: Carla Marcote 
Re: Code Enforcement Board Fine Write-Offs for Finance
Date: October 1, 2019

The following Code Enforcement Board fines/admin fees need to be written off as uncollectible losses for the Town:

Case	Name	Violation Address	Amount
CE 18-1517	GE Express Auto Transport	3450 S. Ocean Blvd	\$125.00
CE 19-517	Herminio Hernandez	300-Blk Sunset Ave.	\$275.00
Total			\$ 400.00

CE 18-1517 GE Express Auto Transport 3450 S Ocean Blvd. \$125.00

On December 11, 2018, a case was initiated by a Road Patrol Officer JM Rothenburg in reference to vehicle impeding traffic. A Notice of Violation Citation was issued but was not signed by the violator at the time of the violation. This case was not brought to Code Board Hearing because the officer should have written the violator for a Right of Way Obstruction without permit. On June 26, 2019 a collection letter was mailed to the violator at the company address in Salisbury MA. No response or monies collected on this case. Due to the fact that the violation was improperly written and the lack of collection on the case, a write-off is recommended.

CE 19-517 Herminio Hernandez 300 blk. Sunset Ave. \$275.00

On May 16, 2019 a case was initiated by Road Patrol Officer T. March in reference to sleeping in a vehicle. A Notice of Violation was issued and the violator refused to sign the citation. The case was heard at the June 20, 2019 Code Board Hearing. Officer March gave testimony to the Board. The violator Herminio Hernandez was present at the hearing and gave testimony. The Code Board found the violator in non-compliance assessed administrative fees of \$150.00 and to pay a fine of \$125.00. A Board Order could not be mailed since Mr. Hernandez is homeless. Due to the fact that the violator his homeless and we have no means of collections I request that this fine be written off.

If approval is granted, I will exceptionally clear and close the cases and provide Finance with a list of the cases and monies to be written off.

Palm Beach Fire Rescue **EMS Transport Billing**

<u>Write off-Bad Debt</u>	<u>Date of Service</u>	<u>Trip #</u>	<u>Run #</u>	<u>Deposit Date</u>	<u>Credit Amount</u>
	2017-02-15	17000349	183496	2017-10-31	\$656.25
	2017-02-27	17000446	249719	2018-05-31	\$121.50
	2016-01-08	16000064	110809	2016-08-31	-\$832.80
	2017-05-06	17000931	561558	2017-11-30	\$811.20
	2016-12-16	16002342	1259448	2018-02-28	\$846.00
	2016-12-16	16002342	1259448	2018-02-28	-\$846.00
	2018-01-19	18000162	156816	2018-09-30	\$810.00
	2017-08-05	17001501	952325	2017-12-31	\$813.60
	2018-02-06	18000305	161257	2018-08-31	\$250.00
	2016-12-09	16002284	1259423	2017-04-30	-\$76.60
	2017-07-26	17001437	952306	2018-04-30	\$774.00
	2015-01-19	15000156	46328	2018-05-31	\$600.60
	2017-04-15	17000803	473707	2017-10-31	\$765.60
	2015-11-15	15002212	1299637	2016-10-31	-\$801.60
	2018-01-29	18000257	156859	2018-08-31	\$95.50
	2017-04-01	17000691	406376	2017-10-31	\$782.40
	2017-04-01	17000691	406376	2017-10-31	-\$782.40
	2018-01-29	18000249	156855	2018-08-31	\$703.85
	2017-05-15	17000998	591480	2017-12-31	\$810.00
	2018-01-20	18000174	156819	2018-09-30	\$847.20
	2017-08-14	17001554	1028552	2018-02-28	\$811.20
	2017-08-13	17001548	1028551	2018-02-28	\$786.00
	2017-03-21	17000607	375970	2017-10-31	\$834.00
	2017-04-04	17000713	416624	2017-09-30	-\$771.60
	2017-04-04	17000713	416624	2017-11-10	\$774.00
	2017-05-06	17000935	561560	2017-11-30	\$474.01
	2017-11-30	17002356	1627413	2018-08-31	\$89.18
	2017-10-06	17001966	1256740	2018-04-30	\$820.80
	2017-10-06	17001966	1256740	2018-04-30	-\$820.80
	2018-01-05	18000041	64548	2018-08-31	\$139.26
	2017-12-26	17002585	1627322	2018-08-31	\$250.00
	2018-06-18	100468	816281	2018-09-30	\$771.60
	2018-02-18	18000411	230866	2018-05-31	\$798.00
	2016-10-24	16001959	1033492	2017-04-30	-\$763.20
	2018-02-17	18000400	230859	2018-08-31	\$75.89
	2017-08-16	17001573	1028558	2018-03-31	\$774.00
	2017-10-20	17002062	1337897	2018-05-31	\$766.80
	2018-01-24	18000216	156842	2018-08-31	\$802.80
	2018-01-24	18000216	156842	2018-08-31	-\$802.80
	2016-09-23	16001724	925334	2017-08-31	-\$250.00
	2017-05-08	17000957	561572	2017-11-30	\$822.00
	2018-02-25	18000471	261504	2018-05-31	\$781.20
	2017-11-02	17002155	1369067	2018-02-28	\$838.80
	2017-11-02	17002155	1627509	2018-06-30	\$838.80
	2017-10-09	17001995	1256748	2018-04-30	\$849.60
	2018-01-14	18000118	156266	2018-04-30	\$961.60
	2017-04-20	17000833	534691	2017-11-30	\$157.20
	2017-03-31	17000679	406370	2017-10-31	\$618.80
	2017-03-31	17000679	406370	2017-10-31	-\$618.80
	2017-03-22	17000616	375973	2017-10-31	\$744.50
	2017-03-22	17000616	375973	2017-10-31	-\$744.50
	2017-05-31	17001091	668132	2017-12-31	\$250.00
	2017-10-20	17002060	1337896	2018-05-31	\$250.00
	2017-09-05	17001681	1087434	2018-03-31	\$250.00
	2017-07-20	17001402	878945	2018-01-31	\$250.00
	2017-12-20	17002527	1627598	2018-08-31	\$250.00
	2017-04-13	17000784	473697	2017-10-31	\$250.00
	2018-01-22	18000186	156825	2018-08-31	\$250.00
	2017-01-27	17000203	137222	2017-11-30	\$808.80
	2017-05-21	17001033	649621	2017-12-31	\$265.00
	2017-05-21	17001033	649621	2017-12-31	-\$265.00
	2017-12-28	17002598	1627096	2018-07-31	\$250.00
	2017-12-28	17002603	1627524	2018-09-30	\$87.93
	2017-11-20	17002287	1433663	2018-08-31	\$250.00

Palm Beach Fire Rescue

EMS Transport Billing

<u>Write off-Bad Debt</u>	<u>Date of Service</u>	<u>Trip #</u>	<u>Run #</u>	<u>Deposit Date</u>	<u>Credit Amount</u>
	2016-09-13	16001655	898885	2017-08-31	-\$777.60
	2018-06-01	100337	733195	2018-09-30	\$816.00
	2017-06-09	17001143	711720	2018-05-31	\$764.40
	2016-12-01	16002225	1187966	2018-01-31	\$337.02
	2016-11-28	16002197	1244499	2018-01-31	\$337.02
	2018-02-15	18000389	230854	2018-06-30	\$769.20
	2017-07-28	17001449	952311	2018-06-30	\$798.00
	2017-01-23	17000164	137204	2018-06-30	\$85.00
	2017-01-23	17000164	137204	2018-06-30	-\$85.00
	2017-01-23	17000164	137204	2018-08-17	\$60.00
	2017-01-23	17000164	137204	2018-08-17	-\$60.00
	2017-01-23	17000164	137204	2018-09-14	\$3.00
	2017-01-23	17000164	137204	2018-09-14	-\$3.00
	2017-01-23	17000164	137204	2018-09-14	\$15.00
	2017-06-09	17001141	711602	2018-01-31	\$780.00
	2017-04-09	17000754	473682	2017-11-30	\$454.20
	2017-07-22	17001416	892358	2018-04-30	\$327.00
	2017-07-22	17001416	892358	2018-04-30	-\$327.00
	2017-07-22	17001416	892358	2018-08-17	\$227.00
	2017-07-22	17001416	892358	2018-08-17	-\$227.00
	2017-07-22	17001416	892358	2018-09-14	\$127.00
	2018-01-18	18000148	156808	2018-08-31	\$786.00
	2017-02-12	17000324	183486	2017-10-31	\$823.20
	2018-05-03	100141	599887	2018-08-31	\$822.00
	2016-12-15	16002333	1259444	2017-11-30	\$404.00
	2016-12-15	16002333	1259444	2017-11-30	-\$404.00
	2016-12-15	16002333	1259444	2018-04-25	\$337.00
	2016-12-15	16002333	1259444	2018-04-25	-\$337.00
	2016-12-15	16002333	1259444	2018-05-11	\$187.00
	2016-12-15	16002333	1259444	2018-05-11	-\$187.00
	2015-12-29	15002537	1268947	2016-10-31	-\$812.40
	2017-05-16	17001001	601070	2018-04-30	\$322.29
	2017-12-27	17002591	1627519	2018-07-31	\$804.00
	2017-05-11	17000975	591466	2017-11-30	\$806.40
	2017-10-23	17002080	1337905	2018-05-31	\$835.20
	2017-02-07	17000299	183472	2017-12-31	\$769.20
	2017-08-10	17001523	1028538	2017-11-30	\$771.60
	2014-01-11	14000119	59501	2014-06-30	-\$711.20
	2014-01-11	14000119	59501	2018-07-18	\$711.20
	2017-12-06	17002403	1627468	2018-04-30	\$95.01
	2017-12-19	17002523	1627597	2018-08-31	\$788.40
	2018-06-01	100338	733196	2018-09-30	\$816.00
	2017-12-13	17002477	1627393	2018-06-30	\$817.20
	2015-05-08	15001035	439402	2017-07-14	-\$586.00
	2015-05-08	15001035	439402	2018-06-04	\$561.00
	2018-01-23	18000197	156833	2018-08-31	\$808.80
	2017-01-08	17000059	27124	2017-11-30	\$379.20
	2017-07-16	17001384	855998	2018-04-30	\$111.20
	2017-12-22	17002544	1627318	2018-08-31	\$537.99
	2018-01-13	18000111	156263	2018-09-30	\$106.42
	2017-03-27	17000651	375988	2017-10-31	\$812.40
	2017-04-08	17000746	473678	2017-10-31	\$766.80
	2017-07-29	17001456	952314	2018-02-28	\$768.00
	2018-01-28	18000246	156853	2018-08-31	\$907.60
	2017-02-02	17000245	137246	2017-08-31	-\$235.19
	2017-02-02	17000245	137246	2017-10-20	\$134.07
	2017-02-02	17000245	137246	2017-10-20	-\$134.07
	2017-11-21	17002291	1627358	2018-07-31	\$783.60
	2017-05-13	17000984	591471	2018-01-31	\$763.20
	2017-06-02	17001107	674587	2018-01-31	\$327.50
	2017-08-26	17001628	1045984	2018-03-31	\$814.80
	2017-08-26	17001628	1045984	2018-03-31	-\$814.80
	2017-08-26	17001628	1045984	2018-05-15	\$814.80
	2017-08-26	17001628	1045984	2018-05-15	-\$814.80

**Palm Beach Fire Rescue
EMS Transport Billing**

<u>Write off-Bad Debt</u>	<u>Date of Service</u>	<u>Trip #</u>	<u>Run #</u>	<u>Deposit Date</u>	<u>Credit Amount</u>
	2017-11-10	17002211	1514320	2018-09-30	\$810.00
	2017-07-02	17001306	805298	2017-10-31	\$777.60
	2017-07-15	17001383	855997	2018-01-31	\$801.60
	2018-04-25	100085	571296	2018-08-31	\$824.40
	2016-08-05	16001424	767669	2017-11-30	\$765.60
	2016-08-05	16001424	767669	2017-11-30	-\$765.60
	2016-08-05	16001424	767669	2018-04-25	\$740.60
	2016-08-05	16001424	767669	2018-04-25	-\$740.60
	2016-08-05	16001424	767669	2018-05-11	\$715.60
	2016-08-05	16001424	767669	2018-05-11	-\$715.60
	2016-08-05	16001424	767669	2018-06-15	\$690.60
	2016-08-05	16001424	767669	2018-06-15	-\$690.60
	2016-08-05	16001424	767669	2018-08-17	\$665.60
	2016-08-05	16001424	767669	2018-08-17	-\$665.60
	2016-08-05	16001424	767669	2018-08-17	\$640.60
	2017-06-24	17001254	805284	2018-01-31	\$768.00
	2017-03-15	17000560	315345	2017-11-30	\$400.73
	2017-03-15	17000560	315345	2017-11-30	-\$400.73
	2017-08-12	17001534	1028543	2018-04-30	\$823.20
	2017-07-29	17001457	952315	2018-02-28	\$788.40
	2017-07-29	17001457	952315	2018-02-28	-\$788.40
	2018-03-04	18000519	442635	2018-07-31	\$766.80
	2017-11-07	17002187	1514311	2018-06-30	\$769.20
	2018-04-01	18000772	442755	2018-09-30	\$812.40
	2017-10-17	17002045	1337893	2018-07-31	\$94.43
	2017-07-30	17001459	952317	2018-03-31	\$822.00
	2017-06-07	17001132	711600	2017-12-31	\$105.11
	2017-05-07	17000948	561569	2017-11-30	\$765.60
	2017-10-13	17002020	1337884	2018-07-31	\$150.00
	2017-11-22	17002294	1627644	2018-07-31	\$816.00
	2017-10-03	17001942	1225630	2018-04-30	\$822.00
	2017-11-20	17002285	1433662	2018-05-31	\$814.80
	2017-12-31	17002631	1627536	2018-07-31	\$808.80
	2017-11-20	17002285	1627642	2018-07-31	\$814.80
	2017-09-06	17001694	1113900	2018-03-31	\$817.20
	2017-11-25	17002322	1627697	2018-07-31	\$914.40
	2017-03-16	17000569	342010	2017-12-31	\$300.00
	2018-04-01	18000773	442756	2018-06-30	\$816.00
	2017-08-09	17001518	1028534	2017-11-30	\$750.00
	2018-04-05	18000801	468470	2018-07-31	\$100.00
	2017-05-22	17001039	649703	2017-12-31	\$89.62
	2017-05-22	17001039	649703	2017-12-31	-\$89.62
	2018-01-09	18000080	156245	2018-06-30	\$437.74
	2016-09-29	16001761	944622	2018-01-31	\$185.00
	2017-10-11	17002005	1256750	2018-04-30	\$220.00
	2017-12-27	17002587	1627494	2018-08-31	\$810.00
	2018-01-15	18000131	156272	2018-08-31	\$80.75
	2017-04-20	17000835	534693	2017-11-30	\$784.80
	2017-04-20	17000835	534693	2017-11-30	-\$784.80
	2018-02-11	18000345	230832	2018-09-30	\$810.00
	2018-02-02	18000281	156873	2018-09-30	\$808.80
	2017-05-31	17001092	668133	2017-10-31	\$175.00
	2017-05-31	17001092	668133	2017-10-31	-\$175.00
	2017-05-31	17001092	668133	2018-09-24	\$175.00
	2018-02-15	18000387	230853	2018-08-31	\$774.00
	2017-09-21	17001869	1174261	2018-02-28	\$775.20
	2017-04-17	17000817	473712	2018-01-31	\$362.01
	2017-04-17	17000817	473712	2018-01-31	-\$362.01
	2018-02-13	18000364	230842	2018-09-30	\$774.00
	2017-12-13	17002474	1627392	2018-07-31	\$829.20
	2017-12-20	17002537	1627614	2018-08-31	\$327.00
	2013-08-28	13001563	789556	2014-09-16	-\$710.00
	2017-04-11	17000769	473688	2017-10-31	\$89.62
	2018-03-22	18000687	442722	2018-06-30	\$867.60

Palm Beach Fire Rescue

EMS Transport Billing

<u>Write off-Bad Debt</u>	<u>Date of Service</u>	<u>Trip #</u>	<u>Run #</u>	<u>Deposit Date</u>	<u>Credit Amount</u>
	2018-03-22	18000687	442722	2018-06-30	-\$867.60
	2017-09-08	17001706	1113907	2018-03-31	\$807.60
	2017-09-08	17001706	1113907	2018-03-31	-\$807.60
	2017-09-08	17001706	1113907	2018-05-15	\$250.00
	2017-09-01	17001664	1087426	2018-01-31	\$799.20
	2017-08-18	17001581	1028562	2018-02-28	\$250.00
	2017-02-28	17000456	249723	2018-06-30	\$774.00
	2015-07-25	15001539	714169	2017-08-18	-\$650.00
	2015-07-25	15001539	714169	2017-11-10	\$625.00
	2015-07-25	15001539	714169	2017-11-10	-\$625.00
	2015-07-25	15001539	714169	2017-12-13	\$580.00
	2015-07-25	15001539	714169	2017-12-13	-\$580.00
	2015-07-25	15001539	714169	2017-12-13	\$600.00
	2015-07-25	15001539	714169	2017-12-13	-\$600.00
	2015-07-25	15001539	714169	2018-01-29	\$575.00
	2015-07-25	15001539	714169	2018-01-29	-\$575.00
	2015-07-25	15001539	714169	2018-02-16	\$550.00
	2015-07-25	15001539	714169	2018-02-16	-\$550.00
	2015-07-25	15001539	714169	2018-03-16	\$525.00
	2015-07-25	15001539	714169	2018-03-16	-\$525.00
	2015-07-25	15001539	714169	2018-04-25	\$500.00
	2015-07-25	15001539	714169	2018-04-25	-\$500.00
	2015-07-25	15001539	714169	2018-06-04	\$475.00
	2017-09-20	17001863	1174259	2018-05-31	\$39.73
	2015-03-21	15000681	289701	2017-12-31	\$288.80
	2017-07-26	17001439	952308	2018-04-30	\$164.40
	2017-08-06	17001506	952328	2018-03-31	\$200.00
	2017-07-24	17001426	892363	2018-01-31	\$820.80
	2017-07-24	17001426	892363	2018-01-31	-\$820.80
	2017-07-24	17001426	892363	2018-03-15	\$820.80
	2018-05-26	100286	733177	2018-08-31	\$771.60
	2017-11-16	17002257	1433649	2018-07-31	\$786.00
	2018-02-27	18000488	261515	2018-09-30	\$341.67
	2014-04-26	14000983	442135	2014-11-30	-\$66.20
	2014-03-29	14000777	358915	2014-12-31	-\$674.00
	2018-03-11	18000575	442666	2018-07-31	\$766.80
	2018-03-06	18000532	442642	2018-07-31	\$1,650.00
	2018-03-06	18000532	442642	2018-07-31	-\$1,650.00
	2018-03-06	18000532	442642	2018-08-31	\$852.00
	2016-12-09	16002287	1259425	2017-09-30	-\$225.00
	2016-12-24	16002407	1319340	2017-08-31	-\$550.09
	2017-06-09	17001143	711603	2018-03-31	\$250.00
	2017-06-09	17001143	711603	2018-03-31	-\$250.00
	2017-06-09	17001143	711603	2018-05-11	\$250.00
	2017-04-12	17000779	473693	2017-09-30	-\$95.45
	2017-03-29	17000668	406367	2017-10-31	\$772.80
	2018-01-14	18000126	156269	2018-09-30	\$774.00
	2017-09-05	17001678	1087432	2018-04-30	\$108.28
	2017-10-28	17002114	1337919	2018-08-31	\$100.00
	2017-03-28	17000659	406360	2017-10-31	\$786.00
	2016-02-16	16000344	146175	2017-12-31	\$764.40
	2018-03-06	18000534	442644	2018-07-31	\$133.19
	2017-04-06	17000736	473694	2017-12-31	\$762.00
	2017-08-16	17001566	1028556	2018-02-28	\$812.40
	2017-05-21	17001026	649619	2017-11-30	\$810.00
	2018-03-16	18000613	442683	2018-09-30	\$225.00
	2018-02-26	18000475	261507	2018-09-30	\$225.00
	2017-07-02	17001310	805300	2018-03-31	\$94.14
	2017-07-06	17001339	817431	2018-01-31	\$768.00
	2016-12-01	16002226	1211462	2017-10-31	\$678.04
	2016-12-01	16002226	1211462	2017-10-31	-\$678.04
	2017-04-13	17000783	473696	2017-10-31	\$788.40
	2017-08-15	17001559	1028600	2017-11-30	\$920.80
	2017-02-15	17000351	183497	2017-10-31	\$231.94

Palm Beach Fire Rescue **EMS Transport Billing**

<u>Write off-Bad Debt</u>	<u>Date of Service</u>	<u>Trip #</u>	<u>Run #</u>	<u>Deposit Date</u>	<u>Credit Amount</u>
	2016-12-16	16002340	1259447	2017-11-30	\$922.80
	2017-12-02	17002372	1627425	2018-08-31	\$774.00
	2017-08-15	17001559	1028553	2017-11-30	\$786.00
	2016-12-13	16002309	1259433	2018-01-31	\$190.00
	2017-05-11	17000977	591468	2017-11-30	\$250.00
	2017-09-02	17001667	1087428	2018-04-30	\$94.47
	2017-04-04	17000712	416623	2017-10-31	\$786.00
	2017-08-07	17001510	1028531	2018-05-31	\$822.00
	2017-08-25	17001615	1045980	2018-04-30	\$254.68
	2017-08-10	17001527	1028539	2018-02-28	\$802.80
	2016-11-08	16002074	1140696	2017-10-17	\$796.80
	2017-06-30	17001290	805294	2017-12-31	\$804.00
	2017-05-21	17001030	649697	2017-12-31	\$784.80
	2017-10-06	17001958	1256738	2018-03-31	\$799.20
	2017-10-06	17001958	1256738	2018-03-31	-\$799.20
	2017-10-06	17001958	1256738	2018-06-15	\$774.20
	2017-10-06	17001958	1256738	2018-06-15	-\$774.20
	2017-10-06	17001958	1256738	2018-07-20	\$749.20
	2017-10-06	17001958	1256738	2018-07-20	-\$749.20
	2017-10-06	17001958	1256738	2018-08-17	\$724.20
	2017-10-06	17001958	1256738	2018-08-17	-\$724.20
	2017-10-06	17001958	1256738	2018-09-14	\$699.20
	2018-02-13	18000369	230846	2018-07-31	\$868.00
	2017-08-15	17001561	1028554	2018-02-28	\$813.60
	2018-02-13	18000363	230841	2018-06-30	\$770.40
	2017-08-21	17001598	1028566	2018-04-30	\$94.14
	2017-12-18	17002518	1627357	2018-04-30	\$781.20
	2018-01-17	18000144	156807	2018-04-30	\$831.60
	2017-05-05	17000926	561556	2017-11-30	\$817.20
	2017-02-06	17000281	183465	2017-08-31	-\$1,050.00
	2017-02-06	17000281	183465	2018-04-16	\$769.20
	2017-06-12	17001176	711613	2018-01-31	\$205.00
	2017-02-21	17000410	249703	2017-11-30	\$783.60
	2015-11-25	15002281	1161217	2017-05-12	-\$202.67
	2017-03-22	17000618	375975	2017-08-31	-\$804.00
	2017-03-22	17000618	375975	2017-11-16	\$804.00
	2017-04-13	17000786	473699	2017-10-31	\$265.00
	2018-04-04	18000795	468466	2018-08-31	\$918.00
	2017-04-06	17000736	473672	2017-09-29	-\$768.00
	2017-06-02	17001108	674588	2018-04-30	\$336.42
	2017-04-14	17000795	473703	2017-10-31	\$801.60
	2018-01-05	18000044	64549	2018-07-31	\$781.20
	2017-06-15	17001194	805265	2018-01-31	\$806.40
	2017-08-27	17001631	1045987	2018-05-31	\$780.00
	2017-08-27	17001631	1045987	2018-05-31	-\$780.00
	2016-11-09	16002083	1140700	2018-08-31	\$810.00
	2018-05-18	100249	679571	2018-09-30	\$793.20
	2018-04-22	100070	571289	2018-08-31	\$792.00
	2017-06-27	17001272	805289	2017-10-31	\$768.00
	2017-05-11	17000974	591465	2017-11-30	\$805.20
	2017-05-26	17001054	649707	2017-12-31	\$808.80
	2017-05-31	17001089	668130	2017-12-31	\$762.00
	2018-04-07	18000813	693007	2018-09-30	\$774.00
	2015-03-22	15000685	289704	2017-07-31	-\$315.00
	2015-03-22	15000685	289704	2018-04-25	\$157.50
	2015-03-22	15000685	289704	2018-04-25	-\$157.50
	2017-12-21	17002538	1627470	2018-07-31	\$786.00
	2017-04-23	17000859	534703	2017-10-31	\$775.20
	2018-03-07	18000543	442649	2018-09-30	\$28.69
	2017-08-25	17001619	1045981	2018-03-31	\$812.40
	2018-01-28	18000248	156854	2018-04-30	\$765.60
	2017-07-13	17001372	855993	2018-01-31	\$802.80
	2017-07-13	17001372	855993	2018-01-31	-\$802.80
	2017-06-23	17001249	805313	2018-01-31	\$816.00

**Palm Beach Fire Rescue
EMS Transport Billing**

<u>Write off-Bad Debt</u>	<u>Date of Service</u>	<u>Trip #</u>	<u>Run #</u>	<u>Deposit Date</u>	<u>Credit Amount</u>
	2018-01-15	18000134	156274	2018-04-30	\$782.40
	2017-09-14	17001806	1145845	2018-03-31	\$843.60
	2017-12-29	17002606	1627527	2018-08-31	\$99.62
	2017-03-05	17000503	267479	2017-12-31	\$798.00
	2017-03-05	17000503	267479	2017-12-31	-\$798.00
	2018-01-25	18000217	156843	2018-09-30	\$200.00
	2018-02-18	18000409	230864	2018-09-30	\$200.00
	2018-01-22	18000188	156826	2018-09-30	\$200.00
	2017-10-10	17002003	1256749	2018-05-31	\$250.00
	2017-06-16	17001196	805266	2018-02-28	\$93.12
	2017-12-04	17002388	1627394	2018-07-31	\$774.00
	2017-11-07	17002190	1514313	2018-06-30	\$786.00
	2018-02-06	18000303	161255	2018-05-31	\$798.00
	2018-05-12	100208	679558	2018-09-30	\$783.60
	2017-04-21	17000844	534697	2017-11-30	\$824.40
	2018-01-20	18000172	156818	2018-08-31	\$774.00
	2017-11-04	17002171	1627518	2018-08-31	\$780.00
	2017-11-04	17002171	1369076	2018-05-31	\$780.00
	2017-08-09	17001521	1028536	2018-03-31	\$250.00
	2017-06-22	17001239	805280	2018-01-31	\$205.00
	2018-04-03	18000784	468461	2018-06-30	\$765.60
	2018-04-03	18000784	468461	2018-06-30	-\$765.60
	2017-10-15	17002035	1337889	2018-05-31	\$780.00
	2018-03-31	18000754	442746	2018-07-31	\$913.60
	2017-09-29	17001917	1225622	2018-04-30	\$858.00
	2017-12-14	17002492	1627572	2018-07-31	\$765.60
	2017-08-07	17001507	1028529	2018-02-28	\$816.00
	2015-07-23	15001516	714160	2016-11-30	-\$662.00
	2016-11-12	16002103	1140707	2017-10-31	\$807.62
	2016-11-12	16002103	1140707	2017-10-31	-\$807.62
	2017-10-06	17001960	1256739	2018-04-30	\$780.00
	2018-01-11	18000085	156249	2018-07-31	\$771.60
	2017-05-06	17000941	561564	2017-10-31	\$807.60
	2018-04-13	18000850	693015	2018-08-31	\$770.40
	2017-08-30	17001647	1087422	2017-12-31	\$501.96
	2017-06-20	17001224	805274	2018-01-31	\$804.00
	2018-02-07	18000315	161262	2018-08-31	\$810.00
	2017-09-28	17001908	1195532	2018-04-30	\$786.00
	2018-02-24	18000463	261499	2018-09-30	\$782.40
	2018-02-13	18000365	230843	2018-08-31	\$796.80
	2017-06-05	17001120	680488	2017-12-31	\$764.40
	2017-06-06	17001121	680489	2017-12-31	\$765.60
	2018-05-01	100129	571318	2018-08-31	\$798.00
	2017-05-28	17001069	649715	2017-12-31	\$356.42
	2017-05-28	17001069	649715	2017-12-31	-\$356.42
	2018-03-03	18000511	442632	2018-09-30	\$823.20
	2017-01-09	17000067	27129	2018-09-30	\$252.40
	2015-12-06	15002367	1192749	2017-08-18	-\$187.50
	2015-12-06	15002367	1192749	2018-04-25	\$125.00
	2015-12-06	15002367	1192749	2018-04-25	-\$125.00
	2015-12-06	15002367	1192749	2018-06-04	\$62.50
	2015-12-06	15002367	1192749	2018-06-04	-\$62.50
	2017-11-01	17002141	1627505	2018-08-31	\$882.00
	2017-11-01	17002141	1369063	2018-05-31	\$882.00
	2017-10-30	17002132	1337923	2018-05-31	\$807.60
	2017-09-07	17001700	1113903	2018-07-31	\$135.00
	2017-04-06	17000732	473670	2017-12-31	\$870.00
	2017-01-14	17000102	137180	2018-01-31	\$150.00
	2018-01-13	18000107	156262	2018-09-30	\$581.58
	2018-03-17	18000628	442693	2018-09-30	\$350.00
	2017-05-22	17001037	649700	2017-12-31	\$798.00
	2018-06-04	100367	733208	2018-09-30	\$814.80
	2016-11-07	16002065	1140694	2017-07-31	-\$807.60
	2017-11-18	17002270	1433655	2018-05-31	\$801.60

Palm Beach Fire Rescue **EMS Transport Billing**

<u>Write off-Bad Debt</u>	Date of Service	Trip #	Run #	Deposit Date	Credit Amount
	2017-04-12	17000775	473691	2018-01-31	\$813.60
	2017-04-12	17000775	473691	2018-01-31	-\$813.60
	2017-01-24	17000170	137205	2018-01-31	\$762.00
	2018-01-08	18000068	156238	2018-05-31	\$816.00
	2018-05-01	100123	571319	2018-09-30	\$750.00
	2018-03-04	18000523	442638	2018-08-31	\$824.40
	2018-03-09	18000556	442658	2018-06-30	\$838.80
	2017-07-12	17001367	855991	2018-01-31	\$866.80
	2018-05-03	100140	599886	2018-07-31	\$768.00
	2018-05-15	100223	679563	2018-09-30	\$762.00
	2018-02-01	18000277	156868	2018-08-31	\$770.40
	2017-05-16	17001000	601058	2017-12-31	\$736.42
	2017-05-16	17001000	601058	2017-12-31	-\$736.42
	2017-05-16	17001000	601058	2018-05-11	\$810.00
	2018-02-27	18000486	261513	2018-09-30	\$776.40
	2017-08-08	17001514	1028532	2018-02-28	\$806.40
	2018-02-26	18000472	261505	2018-09-30	\$764.40
	2017-03-29	17000662	406362	2017-06-30	-\$828.00
	2017-02-16	17000355	249676	2017-11-30	\$825.60
	2017-02-16	17000355	249676	2017-11-30	-\$825.60
	2017-05-30	17001086	668128	2017-12-31	\$812.40
	2017-02-04	17000269	137255	2017-08-31	-\$765.60
	2017-02-04	17000269	137255	2017-11-16	\$152.40
	2017-12-04	17002386	1627430	2018-04-30	\$766.80
					146,329.00

<u>Write off-Bankruptcy</u>	Date of Service	Trip #	Run #	Deposit Date	Credit Amount
	2016-01-08	16000064	110809	2018-01-19	\$832.80
	2015-11-15	15002212	1299637	2018-02-27	\$801.60
					1,634.40

<u>Write off-Deceased</u>	Date of Service	Trip #	Run #	Deposit Date	Credit Amount
	2017-02-22	17000414	249705	2018-09-12	\$812.40
					812.40

<u>Write Off-Efforts Exhausted</u>	Date of Service	Trip #	Run #	Deposit Date	Credit Amount
	2016-11-11	16002102	1140706	2017-12-31	\$990.00
					990.00

<u>Write off-TF Admin Error</u>	Date of Service	Trip #	Run #	Deposit Date	Credit Amount
	2016-02-13	16000302	141646	2017-01-13	-\$97.21
	2015-07-23	15001516	714160	2017-10-24	\$662.00
					564.79

<u>Write off-TF late info</u>	Date of Service	Trip #	Run #	Deposit Date	Credit Amount
	2016-11-12	16002103	1140707	2018-02-19	\$807.62
	2016-11-12	16002103	1140707	2018-02-19	-\$807.62
					0.00
				Company Subtotal:	\$150,330.59
				Total Credit Amount:	\$150,330.59

TOWN OF PALM BEACH

Town Council Meeting on: November 12, 2019

Section of Agenda

Consent - Other

Agenda Title

726 Hi-Mount Road – Authorize Town Manager to Enter into a Hold Harmless Agreement and Waive Driveway Site Visibility Requirements

Presenter

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

ATTACHMENTS:

- ▣ **Memorandum dated September 26, 2019, from H. Paul Brazil, P.E., Director of Public Works**
- ▣ **Notification to Property Owner**
- ▣ **Adjacent Neighbors**
- ▣ **Hold Harmless and Indemnity Agreement**
- ▣ **Letter from McDonald Hopkins**
- ▣ **Amended Zoning Variance**

TOWN OF PALM BEACH

Information for Town Council Meeting on: November 12, 2019

TO: Mayor and Town Council

VIA: Kirk W. Blouin, Town Manager

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

RE: 726 Hi-Mount Road – Authorize Town Manager to Enter into a Hold Harmless Agreement and Waive Driveway Site Visibility Requirements

DATE: September 26, 2019

STAFF RECOMMENDATION

Town staff recommends that Town Council grant the Waiver and allow the property to remain with its existing conditions and accept the Hold Harmless and Indemnity Agreement.

GENERAL INFORMATION

In accordance with Town Code of Ordinances, Chapter 106, Section 160-4, Rights-of-Way Manual adopted, the Director of Public Works shall establish and maintain a manual pertaining to construction standards and Town policy concerning work within road rights-of-way and easements. The manual was authorized by Ordinance Number 10-94, adopted by the Town Council on July 12, 1994.

Within the manual under Driveways and Driveway Approaches, Driveway Sight Visibility Triangles – Minor Streets, all driveways shall have minimum sight visibility triangles established measuring eight feet (8') by fifteen feet (15') on each side of the driveway. The eight-foot (8') dimension shall be measured perpendicular to the edge of the roadway and the fifteen-foot (15') dimension shall be measured along the roadway from the outside edge of driveway. No obstructions to vision greater than thirty inches (30") or landscaping with a mature height greater than thirty inches (30") allowed within sight triangle. Additionally, all driveways shall be a minimum distance of six feet (6') from the property line.

The site activities proposed, construction of a new residence with pools, hardscape, and landscaping, Permit B-19-80089, requires the site to meet current Public Works standards. The existing conditions of the property includes the following non-conforming uses to the Town of Palm Beach's Zoning Ordinance, in accordance with the 1990 Approved Amended Zoning Variance #21-90 attached allowed for: gates at three (3) driveway entrances at the front yard property line in lieu of a fifteen feet (15') setback as required, and at a height of nine feet (9') instead of the six feet (6;) height, do not meet current Public Works standards.

Attached is a letter from the applicant dated August 15, 2019 requesting the waiver from the sight visibility triangle and driveway requirements as established in the Public Works Rights-of-Way Manual.

By grant of this Waiver, Owner's Property is permitted to remain with the same setbacks, landscaping, configuration, and aesthetic profile as presently exists.

FUNDING/FISCAL IMPACT

There is no fiscal impact to the Town.

TOWN ATTORNEY REVIEW

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

cc: Eric B. Brown, P.E., Assistant Director of Public Works
Patricia Strayer, P.E., Town Engineer
Craig Hauschild, P.E., Civil Engineer



TOWN OF PALM BEACH

Public Works Department

NOTIFICATION TO PROPERTY OWNER

**VIA CERTIFIED MAIL
RETURN RECEIPT REQUESTED**

October 15, 2019

**RE: WAIVER OF DRIVEWAY SIGHT VISIBILITY SIGHT TRIANGLE
REQUIREMENT AND HOLD HARMLESS AND INDEMNITY AGREEMENT
FOR 726 HI-MOUNT ROAD, PALM BEACH, FL 33480**

All adjacent property owners of the subject property are hereby notified by mail of the proposed Public Works Waiver request on the subject property.

This notice is being provided to you in conjunction with the review by the Town Council regarding this matter.

Please be advised, Town Council will consider the following matter at the next Town Council meeting on **Tuesday, November 12, 2019**. The meeting will begin at 9:30 a.m., in the Council Chambers Room, 360 South County Road, Palm Beach, Florida 33480. The application will be heard at that time or soon thereafter.

This notification is not intended to solicit your approval or disapproval. If you desire, you may file your comments in writing via email to: chauschild@townofpalmbeach.com, prior to the meeting, or you may attend the meeting to speak on the matter. Attached is a copy of the applicants' request.

Subject Property Address: 726 Hi-Mount Road, Palm Beach, Florida 33480

Applicant: McDonald Hopkins on behalf of Irimar Ocean Properties LLC

Project Description: Waiver of Driveway Sight Visibility Triangle Requirements and Hold Harmless and Indemnity Agreement

If I can be of further assistance, please contact me by phone at 561-227-7042 or email at chauschild@townofpalmbeach.com.

Craig Hauschild, P.E., Civil Engineer

Attachments

cc: Public Works File

726 Hi Mount Adjacent Neighbors

700 N LAKE WAY

700 NORTH LAKE LL
JAMES GOLDRICK C/O
1345 AVENUE OF THE AMERICAS FL 15
NEW YORK NY 10105 0021

320 RIDGEVIEW DR

SMITH DIANE, SMITH THOMAS W & SMITH THOMAS W TR, THOMAS W SMITH TR TITL HLDR
320 RIDGEVIEW DR
PALM BEACH FL 33480 3332

740 HI MOUNT RD

BARTLETT BURNAP
740 HI MOUNT RD
PALM BEACH FL 33480 3303

PREPARED BY AND RETURN TO:
Public Works Department
Town of Palm Beach
P.O. Box 2029
Palm Beach, FL 33480

**WAIVER OF DRIVEWAY SIGHT VISIBILITY TRIANGLE REQUIREMENTS
AND HOLD HARMLESS AND INDEMNITY AGREEMENT**

THIS HOLD HARMLESS AND INDEMNITY AGREEMENT (the "**Agreement**"), is made and entered into this ____ day of _____, 2019, by and between IRIMAR OCEAN PROPERTIES, LLC, a Florida limited liability company (the "**Owner**") his successors and/or assigns, and the TOWN OF PALM BEACH, Palm Beach County, Florida (the "**Town**").

WITNESSETH:

WHEREAS, Owner is the owner of the following-described property ("**Property**") situated, lying and being in the Town of Palm Beach, Palm Beach, County, Florida, more fully described as follows:

Address: 726 Hi Mount Road, Palm Beach, FL 33480

Property Control No.: 50-43-43-10-04-000-1271

Legal Description: The South 50 feet of Lot 127, and all of Lot 128, of MARK RAFALSKY TRACT, according to the Plat thereof recorded in Plat Book 11, Page 51 of the Public Records of Palm Beach County, Florida.

WHEREAS, Owner has requested a waiver ("**Waiver**") from the Driveway Sight Visibility Triangle Requirements as established in the Public Works Rights-Of-Way Manual adopted by the Town of Palm Beach, Town Council on July 12, 1994, which states that all driveways shall have (i) minimum sight visibility triangles established measuring eight (8) feet by fifteen (15) feet on each side of the driveway, and (ii) be a minimum distance of six feet (6') from the property line.

WHEREAS, the Town is willing to grant the Waiver and allow the Property to remain with its existing conditions in accordance with the following:

1. The Recitals set forth above are true and correct and are hereby incorporated by this reference and made a part hereof.
2. The Parties herein acknowledge that the existing conditions of the Property include the following non-conforming uses to the Town of Palm Beach's Zoning Ordinance, in accordance with the 1990 Approved Amended Zoning Variance #21-90, (hereinafter the "**Existing Conditions**"): Gates at three (3) driveway entrances at the front yard property line with a distance of 6 feet from the property line in lieu of a 15ft setback as required, and at a height of 9ft instead of the 6ft height allowed.
3. By grant of this Waiver, Owner's Property is permitted to remain with the same setbacks, landscaping, configuration and aesthetic profile as presently exists, in accordance with the Existing Conditions.

4. In consideration of this waiver, Owner hereby saves, defends, and holds harmless the Town of Palm Beach, its officers, employees, agents, representatives, and assigns from any and all claims, suits, demands, damages, or actions at law occurring as a result of the granting of this Waiver relating to the sight visibility triangle requirements of the Town.

5. This Agreement shall be recorded and the covenants shall run with the land and subsequent purchasers of the Property shall be bound by the terms, conditions and agreements herein.

IN WITNESS WHEREOF, Owner has hereunto set its hand and seal, and Town has caused these presents to be executed by its duly authorized officers, all on the day and year first above written. Signed, Sealed, and Delivered in the presence of:

OWNER:

IRIMAR OCEAN PROPERTIES, LLC,
a Florida limited liability company

By: _____
Irina Liner, Manager

Witness #1:

(name printed or typed)

Witness #2:

(name printed or typed)

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by Irina Liner, as Manager of IRIMAR OCEAN PROPERTIES, LLC, a Florida limited liability company, on behalf of the Company. She is personally known to me or has produced _____ as identification.

NOTARY STAMP:

Signature of Notary Public

Printed Name of Notary Public

Commission Number

PASSED AND ADOPTED in a regular, adjourned session of the Town Council of the Town of Palm Beach assembled this 12th day of November 2019.

Kirk W. Blouin, Town Manager

Witness: _____

Print Name: _____

Witness: _____

Print Name: _____

**STATE OF FLORIDA
COUNTY OF PALM BEACH**

The foregoing instrument was acknowledged before me this ____ day of _____,
20____, by _____ who is personally known to me or
produced _____ as identification.

NOTARY STAMP:

Signature of Notary Public

Printed Name of Notary Public

Commission Number

RECOMMEND APPROVAL:

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

Date

APPROVED AS TO LEGAL FORM AND SUFFICIENCY:

John C. Randolph, Town Attorney

Date

ATTEST:

Kathleen Dominguez, CMC, Town Clerk

Direct Dial: 1.561.659.1799

Email: JMetzger@mcdonaldhopkins.com

McDonald Hopkins LLC
505 South Flagler Drive
Suite 300
West Palm Beach, FL 33401

P 1.561.472.2121

F 1.561.472.2122

August 15, 2019

Via E-Mail & Certified Mail
PBrazil@TownofPalmBeach.com

**Town of Palm Beach
Public Works Department**

Attention: H. Paul Brazil, P.E.
Director of Public Works
951 Okeechobee Rd. Suite A
West Palm Beach, FL 33401

**Re: 726 Hi-Mount Road – Request for Waiver from Sight Visibility Triangles
Requirement as Established in the Public Works Rights-of-Way Manual.**

Dear Mr. Brazil:

We represent, Irimar Ocean Properties, LLC (“Owner”) in this request for a waiver from the sight visibility triangles requirement as established in the Public Works Rights-Of-Way Manual¹ adopted by the Town of Palm Beach, Town Council (“Town Council”) on July 12, 1994, as it relates the subject property with an address of 726 Hi-Mount Road, Palm Beach, Florida, 33480 (“Property”).

On November 28, 2018, the Architectural Commission (“ARCOM”) approved the site plan and architecture plans (collectively “Plans”) for the Property. As you are aware, after receiving approval to proceed with the Plans, the staff within the Public Works Department advised that the Plans were not compliant with public work standards, failing to meet the requirements that: 1) there are to be no obstructions to vision greater than thirty inches (30”) or landscaping with a mature height greater than thirty inches (30”) within the prescribed sight triangle, and 2) driveways are to be at least 6-feet off the property line.

The Public Works Rights-Of-Way Manual (“Public Works ROW Manual”), specifically addresses “Driveways and Driveway Approaches” on pages 52 and 53, stating that: “All driveways shall have minimum sight visibility triangles established measuring eight (8) feet by fifteen (15) feet on each side of the driveway and be a minimum distance of six feet (6’) from the property line” (“Sight Visibility Triangle Requirements”). In accordance with the administrative

¹<https://www.townofpalmbeach.com/DocumentCenter/View/561/Town-of-Palm-Beach-Right-of-Way-Standards-Manual?bidId=>; See also Town of Palm Beach Code of Ordinances, Sec. 18-111., Compliance With Town's Right-Of-Way Manual.

procedures established under the Public Works ROW Manual in Sections 2.27 and 2.28, any requests for revision of any of the standards set by the Public Works ROW Manual must be made to the Director of Public Works in writing, and if applicant disagrees with the decision of the Director of Public Works, then they may appeal to the Town Council.

This correspondence is a request for a waiver of the Site Visibility Triangle Requirements for the Property, for both landscaping and setbacks. The existing driveway gates and wall have been on location and unchanged since 1990 – by means of a previously approved variance to allow the gate to exceed the 6ft height requirement at the time and the 15ft setback – and the ARCOM approved Plans do not contemplate any modifications to the driveway gates or wall. Compliance with the Site Triangle requirements will cause a significant financial hardship and a delay to complete the new construction based on the ARCOM approved Plans. The granting of this waiver will not be contrary to the public's interest, because the existing driveway gates and wall have been on location since 1990 without any traffic safety or other known problems.

Furthermore, since Hi Mount Road is a dead end road, the traffic is very light and there is minimal risk of conflict with the existing gate and wall location. To the best of Owner's knowledge, there has been no history of accidents or harm to the public over the past 29 years based on the location of existing improvements. Accordingly, the free and safe movement of vehicles is not being negatively impacted and there is no existing threat to the safety of pedestrians or vehicles. Allowing the existing driveway gates and wall to remain will not harm the public's interest as the existing conditions have not previously caused any harm to the public based on the existing location. The granting of the waiver will not confer any special privilege to the Applicant as the gates and wall shall remain in the same location with the same configuration and same aesthetic profile as it has previously maintained over the last 29 years, and is comparable to similarly situated residences with existing non-conforming uses.

With all the underlying safety concerns addressed, as described above, we hope that the Public Works Department will grant the Property a waiver from the Site Visibility Triangle Requirements as established in the Public Works Rights-Of-Way Manual.

Regards,



John T. Metzger





TOWN OF PALM BEACH

Building and Zoning Department

June 15, 1990

Mr. James Wood
726 Hi-Mount Road
Palm Beach, Florida 33480

Subject: Amended Zoning Variance #21-90, Entry Gates

Dear Mr. Wood:

The Town Council at the regularly scheduled meeting of June 12, 1990 approved the subject Variance application in which approval was requested to construct metal gates and masonry posts which exceed allowable height, all as shown on two drawings prepared by Michael Johnson, Architect, submitted with and a part of the Application.

This Town Council action constitutes zoning approval only and does not relieve the owner from obtaining additional Town approvals as may be required such as Architectural Commission approval and necessary construction permits.

This matter will be placed on the Architectural Commission's agenda for consideration at their meeting on June 27, 1990. A representative should be at that meeting for the purpose of making a presentation to the Commission.

The work authorized under this Variance approval must be commenced or implemented within one year from the date of Town Council approval or said approval will expire.

Sincerely,

David C. Zimmerman
Assistant Building Official

DCZ/wz

cc: Robert J. Doney, Town Manager
Robert L. Moore, Director of Planning, Zoning & Building
Grace T. Peters, Town Clerk
Harry P. Ackerman, Chief Building Inspector
Michael Johnson, Architect
pf

Post Office Box 2029 • 360 South County Road • Palm Beach, Florida 33480 • (407) 838-5430

A M E N D E D
APPLICATION FOR VARIANCE NO. 21-90

TO THE TOWN COUNCIL OF THE TOWN OF PALM BEACH:

The undersigned requests that a Variance to the Zoning Ordinance be granted with respect to the following property, described as:

The South 50.00' of Lot 127 and all of Lot 128, Mark Rafalsky Tract, Town of Palm Beach, Palm Beach County, more commonly known as 726 Himunt Road, Palm Beach, Florida
Property located in the RS zoning district.

The Variance requested is as follows:

A Variance from Section 5.36 (b) of the Town of Palm Beach Zoning Ordinance for permission to install gates at Three (3) driveway entrances at the front yard property line in lieu of a 15' setback as required and at a height of 9 feet in lieu of the 6 foot height allowed.

The following are the reasons why such Variance should be granted:

- 1) Gates at neighboring properties are predominantly at the front property line.
- 2) Himunt Road is wide and lightly traveled.
- 3) The existing driveway will not accommodate a 15' setback.
- 4) The Applicant's residence is at the dead end of Himunt Road.
- 5) Neighboring gate posts are nine feet high.

Respectfully submitted,

Colleen M. Wood
Applicant Mrs. James Wood

Charles W. Littell
Fee Simple Property Owner (or his
duly authorized Attorney, if not
applicant)

Provide herein name of person
who can receive service of process
for purposes of litigation in
Palm Beach County

Mr. Charles W. Littell, Attorney at Law (407) 655-7190

Copies mailed to adjacent and nearby property owners on, or before,
5/29 1990 as certified by:

Paul Moore
Building Official, Town of Palm Beach

- (1) This Variance will be heard before the Town Council on
6/12 1990 at 9:30 a.m.
- (2) Maps, plats or other exhibits are attached to the original copy on file
in the Town Building Department.
- (3) Please be advised that an Applicant's request for deferral of
a Zoning Application may be denied by Town Council per
Section 10.41(e) of the Town Zoning Ordinance. Further, any
request by the Applicant for deferral or withdrawal must be
received in writing seven (7) days prior to the subject Town
Council meeting.
- (4) Warning ** A nonconforming use may not be intensified per
Section 8.10 of the Town Zoning Ordinance 2-74 As Amended.

MICHAEL J. JOHNSON • ARCHITECT

May 2, 1990

Town of Palm Beach Building Department
P.O. Box 2029
Palm Beach, FL 33480

Attn: David Zimmerman

Re: Wood Residence
726 HiMount Road
Palm Beach, FL

RECEIVED

MAY 03 1990

TOWN OF PALM BEACH
BUILDING & ZONING

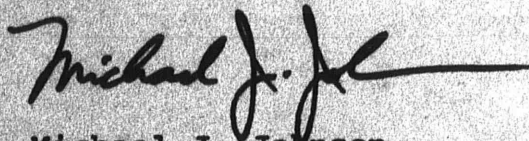
VARIANCE # 21-90

Dear David:

Please be advised that the Woods have requested to modify the Variance application which was scheduled for the May 8, 1990 meeting. We wish to postpone our hearing until the June meeting.

Should you have any questions regarding this matter, please feel free to call me.

Very truly yours,



Michael J. Johnson

cc: Mr. and Mrs. James Wood
c/o Mr. James Allen

1137 CLARE AVENUE • WEST PALM BEACH • FLORIDA • 33401 • (407) 832-0500 • Fax (407) 832-3871

APPLICATION FOR VARIANCE NO. 21-90

TO THE TOWN COUNCIL OF THE TOWN OF PALM BEACH:

The undersigned requests that a Variance to the Zoning Ordinance be granted with respect to the following property, described as:

The South 50.00' of Lot 127 and all of Lot 128, Mark Rafalsky Tract, Town of Palm Beach, Palm Beach County, more commonly known as 726 Himount Road, Palm Beach, Florida
Property located in the RB zoning district.

The Variance requested is as follows:

A Variance from Section 5.36 (b) of the Town of Palm Beach Zoning Ordinance for permission to install gates at Three (3) driveway entrances at the front yard property line in lieu of a 15' setback as required.

The following are the reasons why such Variance should be granted:

- 1) Gates at neighboring properties are predominantly at the front property line.
- 2) Himount Road is wide and lightly traveled.
- 3) The existing driveway will not accommodate a 15' setback.
- 4) The Applicant's residence is at the dead end of Himount Road.

Respectfully submitted,

Colleen M. Wood

Applicant Mrs. James Wood

Fee Simple Property Owner (or his
duly authorized Attorney, if not
applicant)

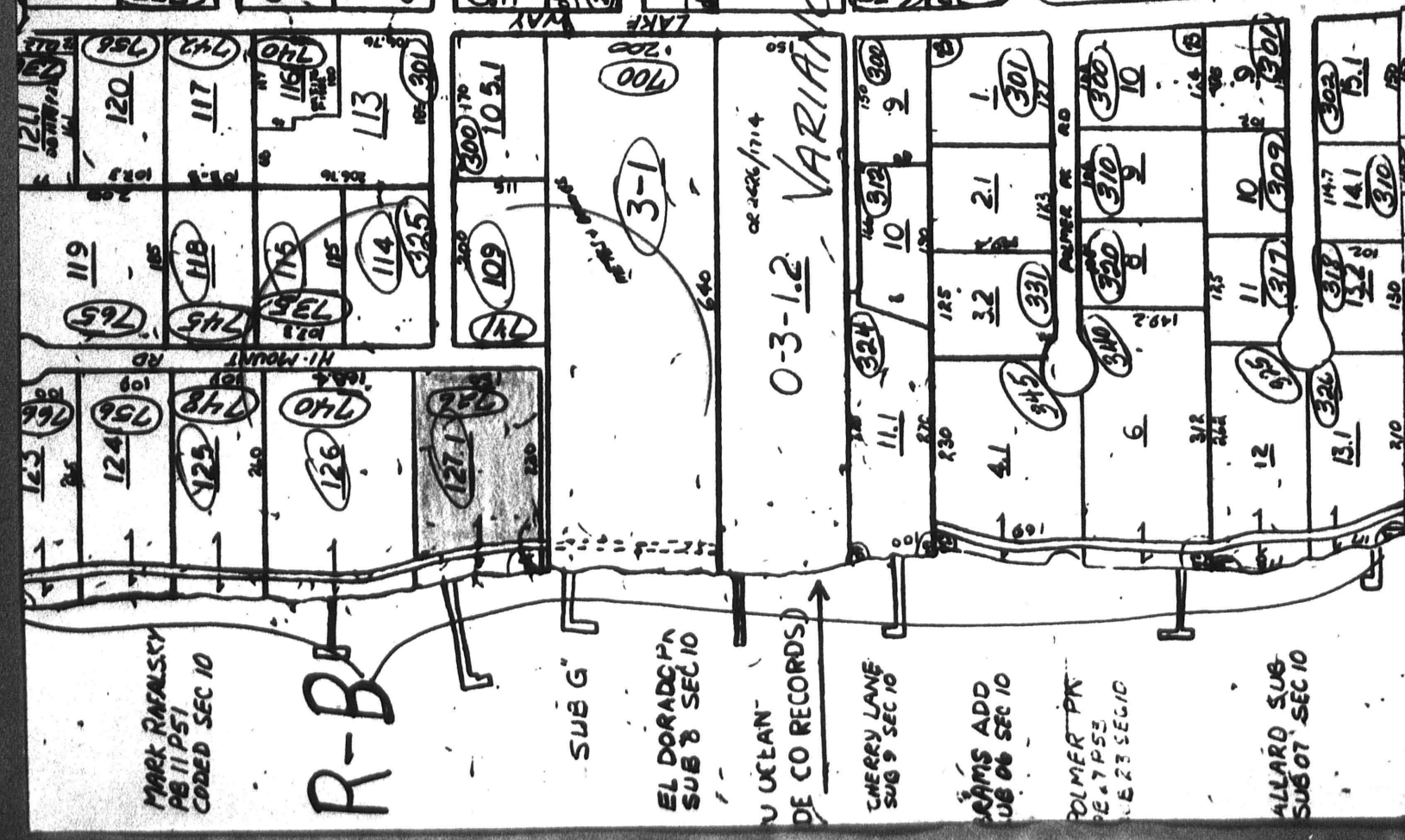
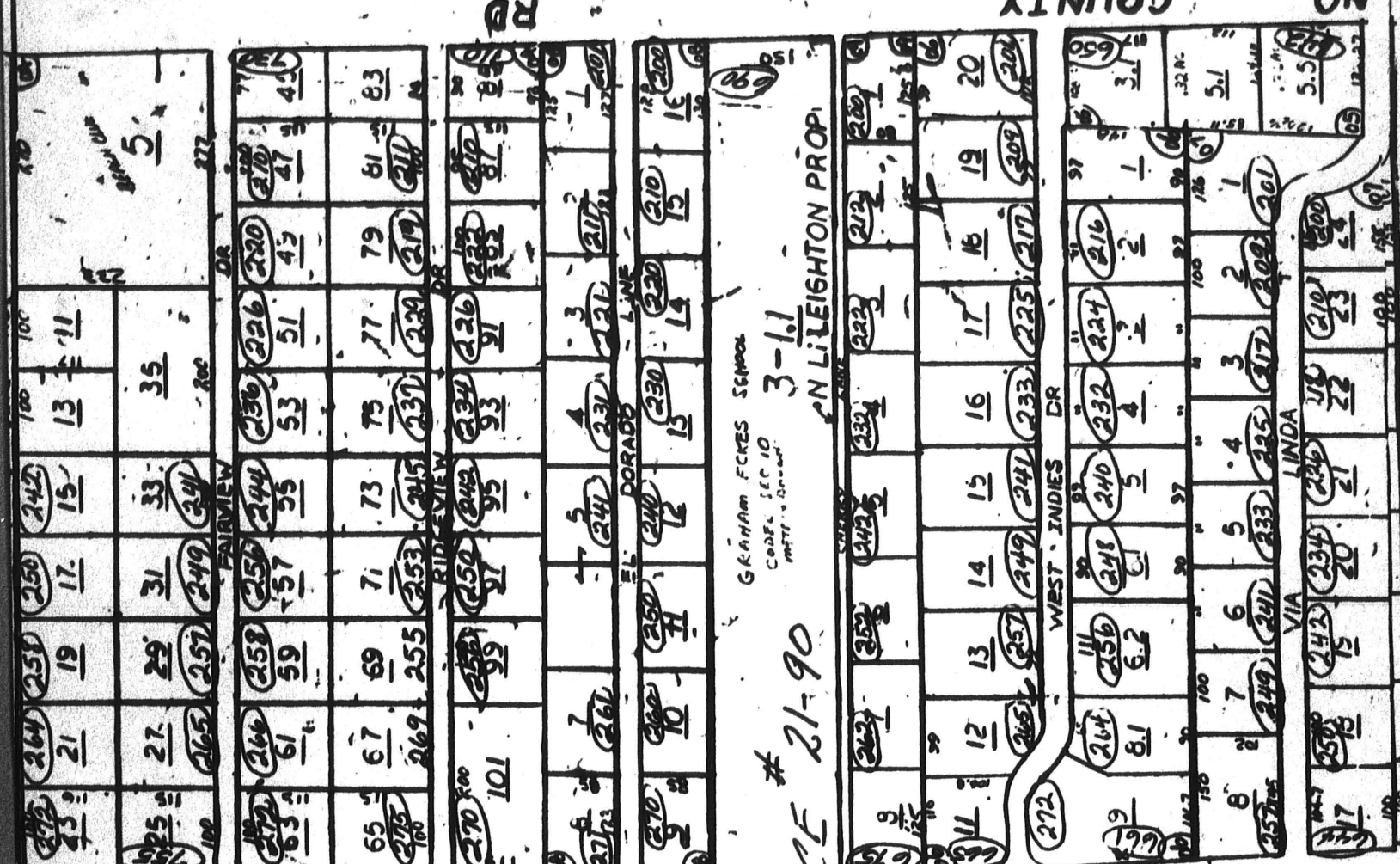
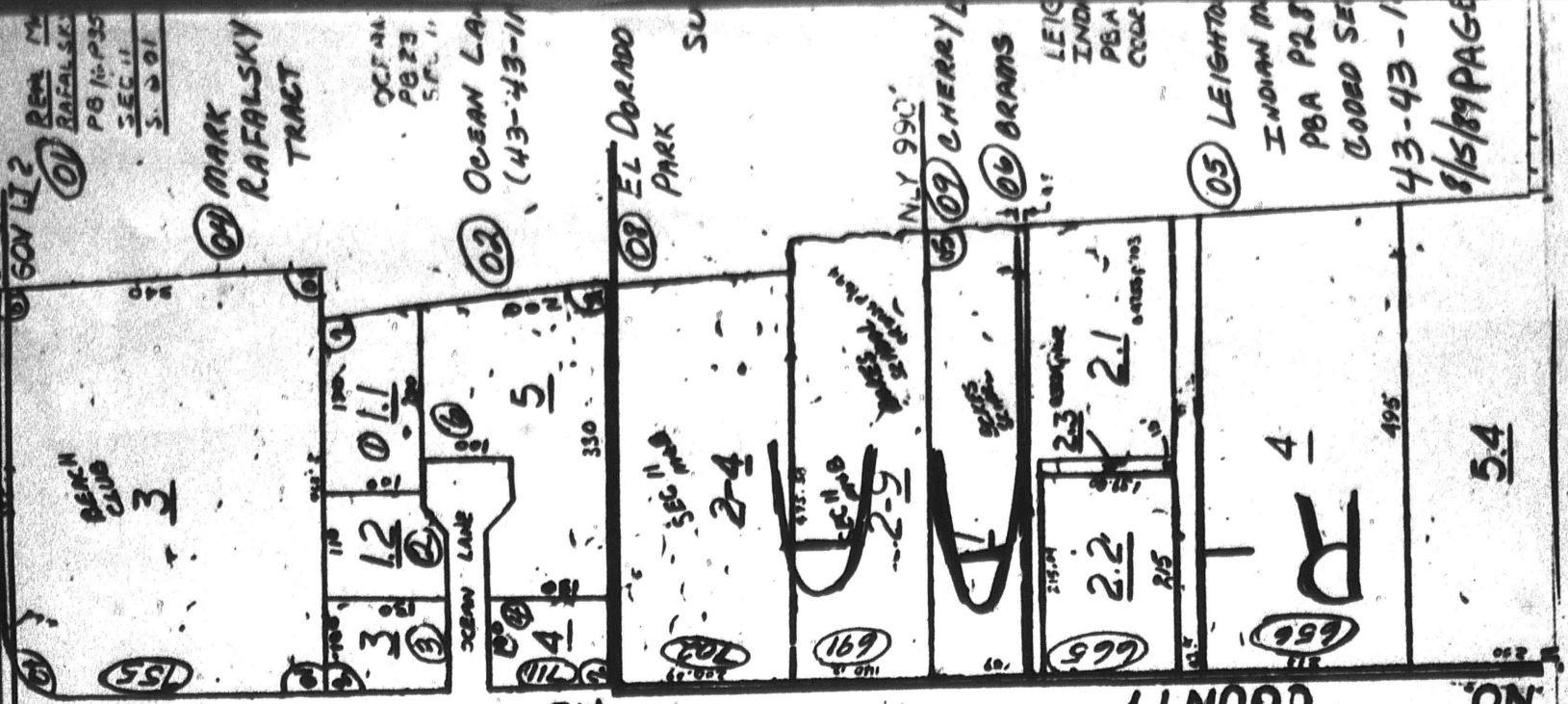
Provide herein name of person
who can receive service of process
for purposes of litigation in

Palm Beach County Mr. Charles W. Littell, Attorney at Law (407) 655-7190

Copies mailed to adjacent and nearby property owners on, or before,
4/26 1990 as certified by:

[Signature]
Building Official, Town of Palm Beach

- (1) This Variance will be heard before the Town Council on Tuesday
May 8, 1990 at 9:30 a.m.
- (2) Maps, plats or other exhibits are attached to the original copy on file
in the Town Building Department.
- (3) Please be advised that an Applicant's request for deferral of
a Zoning Application may be denied by Town Council per
Section 10.41(e) of the Town Zoning Ordinance. Further, any
request by the Applicant for deferral or withdrawal must be
received in writing seven (7) days prior to the subject Town
Council meeting.
- (4) Warning ** A nonconforming use may not be intensified per
Section 8.10 of the Town Zoning Ordinance 2-74 As Amended.



AMENDED

APPLICATION REVIEW SHEET

J. Wood

VARIANCE # 21-90 SPECIAL EXCEPTION # _____ SITE PLAN REVIEW # _____

PLEASE REVIEW THE ATTACHED REQUEST IN RELATION TO THE FUNCTIONING OF YOUR DEPARTMENT ONLY. IF YOU HAVE OBJECTIONS, PLEASE EXPLAIN.

POLICE DEPARTMENT:

NO COMMENT ☒

COMMENTS: _____

REVIEWER: Sgt. WPM

FIRE DEPARTMENT:

NO COMMENT _____

COMMENTS: _____

REVIEWER: _____

ARCHITECTURAL & LANDMARKS COMMISSIONS; AND COMPREHENSIVE PLAN

NO COMMENT ☒

COMMENTS: _____

REVIEWER: Timothy A. Jones

6-7-90

PUBLIC WORKS DEPARTMENT:

NO COMMENT ☒

COMMENTS: _____

REVIEWER: [Signature]

6/7/90

TOWN ENGINEER

NO COMMENT _____

COMMENTS: _____

REVIEWER: _____

BUILDING DEPARTMENT:

NO COMMENT _____

COMMENTS: NO OBJECTION

REVIEWER: Ran L. Wood

6/7/90

TOWN MANAGER:

NO COMMENT _____

COMMENTS: _____

REVIEWER: _____

Date: 6/7/90

Signed: Ran L. Wood

BUILDING OFFICIAL

APPLICATION REVIEW SHEET

Wood

VARIANCE # 21-90 SPECIAL EXCEPTION # _____ SITE PLAN REVIEW # _____

PLEASE REVIEW THE ATTACHED REQUEST IN RELATION TO THE FUNCTIONING OF YOUR DEPARTMENT ONLY. IF YOU HAVE OBJECTIONS, PLEASE EXPLAIN.

POLICE DEPARTMENT:

NO COMMENT ☒

COMMENTS: _____

REVIEWER: Sgt. H.P.M.

FIRE DEPARTMENT:

NO COMMENT ☒

COMMENTS: _____

REVIEWER: J. Wandlee

ARCHITECTURAL & LANDMARKS COMMISSIONS; AND COMPREHENSIVE PLAN:

NO COMMENT ☒

COMMENTS: _____

REVIEWER: Timothy H. for 5-1-90

PUBLIC WORKS DEPARTMENT:

NO COMMENT ☒

COMMENTS: _____

REVIEWER: [Signature] 5/1/90

TOWN ENGINEER

NO COMMENT ☒

COMMENTS: _____

REVIEWER: J. Bowen 5/1/90

BUILDING DEPARTMENT:

NO COMMENT _____

COMMENTS: No Objection - Only three properties have access to street - Traffic volume very small.REVIEWER: Donald P. Zimmerman

TOWN MANAGER:

NO COMMENT ☒COMMENTS: #REVIEWER: Robert J. DoneyDate: 5-4-90Signed: Donald P. Zimmerman

BUILDING OFFICIAL

TOWN OF PALM BEACH

Town Council Meeting on: November 12, 2019

Section of Agenda

Consent - Other

Agenda Title

General Fund Contingency Allocation Request for the Purchase of a Rotary Turf Mower, Not to Exceed \$9,000

Presenter

Carolyn Stone, Director of Business Development and Operations

ATTACHMENTS:

- ▣ **Memorandum Dated October 31, 2019, from Carolyn Stone, Director of Business Development and Operations**

TOWN OF PALM BEACH

Information for Town Council Meeting on: November 12, 2019

To: Mayor and Town Council

Via: Kirk W. Blouin, Town Manager

From: Carolyn S. Stone, Director of Business Development and Operations

Re: Fiscal Year 2020 Recreation Department Equipment Replacement – Turf Mower
Request for General Fund Contingency Allocation

Date: October 31, 2019

STAFF RECOMMENDATION

Staff recommends the approval of a general fund contingency transfer for the purchase of a new mower for the Seaview Park athletic field. The estimated cost is \$9,000.00.

GENERAL INFORMATION

The previous reel mower was disposed of at auction in July 2018 (for \$3,656.00) just prior to handing over the Mandel Recreation Center and Seaview Park Improvements project area to Hedrick Brothers Construction. The mower was then no longer needed and had already been fully depreciated by November 2015, but was kept in service until the commencement of the work. Depreciation was \$27,500. By disposing of the mower in July 2018, it was not placed on the asset schedule for FY2019 when the Recreation Department Enterprise Fund (REF) was broken up. As a result of the mower not being on the asset schedule, the depreciation was not moved into the Equipment Replacement Fund. Instead, those funds became part of the undesignated fund balance (when the REF was broken up into various activities). Consequently, the purchase would need to come from general fund contingency.

It has been determined a rotary mower would be best suited to the new turf material. This type of mower is substantially less expensive than a reel mower (purchase cost and ongoing maintenance).

FUNDING/FISCAL IMPACT

A General Fund Contingency allocation is requested in an amount of not to exceed \$9,000.

cc: Jay Boodheshwar, Deputy Town Manager
Jane Le Clainche, Director of Finance
Rod Gardiner, Assistant Director of Recreation
Tim Campbell, Golf Course Superintendent
Ed Fiondella, Recreation Supervisor

TOWN OF PALM BEACH

Town Council Meeting on: November 12, 2019

Section of Agenda

Consent - Other

Agenda Title

Consideration of Waivers to Town Code for Construction Dates, Hours, and Noise for Staging in the Lake Worth Lagoon for Palm Beach County's Jupiter-Carlin Federal Shore Protection Project

Presenter

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

ATTACHMENTS:

- ▣ **Memorandum dated November 5, 2019, from H. Paul Brazil, P.E., Director of Public Works**
- ▣ **Department of the Army Staging Letter**
- ▣ **In Water Staging**

TOWN OF PALM BEACH

Information for Town Council Meeting on: November 12, 2019

TO: Mayor and Town Council

VIA: Kirk. W. Blouin, Town Manager

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

RE: Consideration of Waivers to Town Code for Construction Dates, Hours, and Noise for Staging in the Lake Worth Lagoon for Palm Beach County's Jupiter-Carlin Federal Shore Protection Project

DATE: November 5, 2019

STAFF RECOMMENDATION

Town staff recommends Town Council approve a waiver for the United States Army Corps of Engineers' (Corps) to perform construction related activities outside of the Town Code of Ordinances restrictions for construction dates, hours, and noise levels in the staging area shown in the request in support of Palm Beach County's Jupiter-Carlin Federal Shore Protection Project.

GENERAL INFORMATION

The Corps' contractor, Cashman Dredging, is currently mobilizing to dredge the Palm Beach Inlet. This work is expected to be completed by early December. Town Council approved waivers for this work at the October 10, 2019 meeting. Another Corps' contractor, Great Lakes Dredge & Dock, is preparing to mobilize on November 12, 2019 to the Palm Beach Inlet to stage and commence preparations for Palm Beach County's Jupiter-Carlin Federal Shore Protection Project. These two operations, both managed by the Corps, will not affect one another. The Corps is requesting that the same waivers approved for the inlet project also be considered for the Jupiter-Carlin project.

The Corps recognizes that the Town's Mid-Town and Phipps Projects take precedence and will also require staging areas, which were approved by Town Council on October 10th. Town staff is working with Corps staff to assure that the project is of the least-impactful to the residents as possible.

The Corps intends for their contractors to utilize the Lake Worth Lagoon for project staging of offshore equipment. 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 allowed by the Town Council.

This Corps 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 and ending May 1).

Section 42-199 – prohibits work between 5:00pm and 8:00am.

Sections 42-226 through 229 – regulates noise, equipment operation, and work hours and the standard Town requirement to “stand down for the season”.

The proposed staging area is in western location closest to the Port’s turning basin and the Intracoastal Waterway. The Corps is not requesting to use the location along the secondary channel that runs north-south near the Town.

FUNDING/FISCAL IMPACT

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

Attachments

cc. Patricia Strayer, P.E, Town Engineer
Robert Weber, Coastal Program Manager
Brian Choate, U.S. Army Corps of Engineers



DEPARTMENT OF THE ARMY
JACKSONVILLE DISTRICT CORPS OF ENGINEERS
701 SAN MARCO BLVD
JACKSONVILLE, FLORIDA 32207-8175

Programs and Project Management Division
Water Resource Branch

Mr. Robert Weber
Town of Palm Beach
Coastal Program Manager
951 Okeechobee Road, Suite A
West Palm Beach, FL 33401

Dear Mr. Weber:

The Jacksonville District, U.S. Army Corps of Engineers (Corps) is preparing to initiate four beach nourishments and one new construction project funded by the Bipartisan Budget Act of 2018, Public Law 115-123. The Corps recently received an updated and accelerated Palm Beach Harbor dredging schedule. With this new information, the Corps requests an additional staging area for the Jupiter Carlin renourishment project. Work is scheduled to occur between November 2019 and January 2020. While the Corps is aware that some sensitivities (holiday limits, restricted noise and lighting during night operations, etc.) with respect to dry beach placement are necessary, the Corps anticipates the need for up to three staging areas within the jurisdictional limits of the Town of Palm Beach and work is anticipated to operate marine and shore-based equipment 24 hours a day, 7 days a week. The Corps requests approval from the Town Council for the contractors to stage within the jurisdictional limits of the Lake Worth Lagoon.

The Corps is requesting variance on the below Town Code of Ordinances for the proposed work.

- 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 operation, and work hours and the standard Town "stand down for the season" requirement.

Sincerely,



Cracker Boys



Legend

Hardbottom Area

Seagrass Area

GLDD Requested Storage Area
250ft x 210ft for:
Derrick Barge
Anchor Barge
3 Tug boats

No Anchorage
Submerged Pipeline

GLDD Requested Storage Area for Pipeline Raft
Raft dimensions 780ft x 50ft

REVISIONS	
DESCRIPTION	DATE



GREAT LAKES DREDGE AND DOCK COMPANY
2122 York Road Oak Brook IL 60523
CIVIL ENGINEERING/ SURVEYING DIVISION
Phone: 630 574-3000 Fax: 630 574-1515

PROJECT

75211- Palm Beach Channel Maintenance Project

TITLE/SURVEY TITLE

Marine Staging Area Resource Map

SCALE	1"=75'
DATE	January 22, 2016
GLDD JOB NO.	72511
GLDD JOB NAME	75211- Palm Beach Channel Maintenance Project
DESIGNED BY	MDM
APPROVED BY	MDM

TOWN OF PALM BEACH

Town Council Meeting on: November 12, 2019

Section of Agenda

Committee Reports

Agenda Title

Report of the Public Works Committee Meeting Held on October 11, 2019

Presenter

Bobbie Lindsay, Chair

ATTACHMENTS:

- **Report of the Public Works Committee Meeting Held on October 11, 2019**



TOWN OF PALM BEACH

Town Clerk's Office

REPORT OF THE PUBLIC WORKS COMMITTEE MEETING HELD ON FRIDAY, OCTOBER 11, 2019

I. CALL TO ORDER AND ROLL CALL

The Public Works Committee meeting was called to order on October 11, 2019, at 9:30 a.m. in the Town Council Chambers. On roll call, all committee members were found to be present.

II. PLEDGE OF ALLEGIANCE

Chair Lindsay led the Pledge of Allegiance.

III. APPROVAL OF AGENDA

It was the consensus of the committee to approve the agenda, as presented.

IV. COMMUNICATIONS FROM CITIZENS - *None*

V. REVIEW OF INCENTIVE FOR REMOVAL OF FICUS ON PRIVATE PROPERTY

Committee Member Zeidman provided an overview of the free ficus removal incentive program. She explained that this program was suggested by a former council member as a way to encourage the residents to remove ficus benjamina hedge material from their properties.

Assistant Director of Public Works, Eric Brown presented the estimated collection and disposal costs. He added that the actual costs would depend on the service demand.

He provided the estimated cost impact to the Town for this seasonal service which was based on the cost of the crew, equipment and disposal charges, amount of hours and days to perform the work during the summer season. He explained that this amount is

currently not included in the Public Works budget and should the demand become overwhelming, the Public Works department would have to contract out the work.

Discussion ensued regarding collection times, impact to traffic, and blocking of storm drainage by the debris.

In response to questions, Public Works Director Paul Brazil suggested that any residents who wish to have their ficus benjamina removed, contact the Services Division of Public Works to make this request.

In response to questions, Assistant Director Brown provided the summer season as defined in the Town's Code of Ordinances as May 1st through December 1st and that there is a three-day set-out rule for vegetation.

Chair Lindsay suggested the timeframe for this special collection service be offered May 1st through October 31st. She also suggested that residents replace the ficus hedge with Florida-friendly or native plants in order to qualify for this service.

Director Brazil pointed out that if the need for this collection service becomes overwhelming for the Town, he will seek Council approval for extra funding.

VI. REVIEW OF PLAN FOR FICUS REMOVAL ON TOWN PROPERTY

Paul Colby, Facilities Division Manager, provided an update on the Town's removal and replacement of ficus hedges from Town property. He reported that 1300 linear ft. of ficus hedge has been removed and replaced with native plants.

Discussion ensued regarding the various ways information can be disseminated to the residents on the Town's removal of ficus benjamina and the list of native plant species that can be installed as replacement hedges.

Richard Maxwell, Town Arborist, provided details on the type of canker appearing on ficus hedges.

VII. REVIEW OF UPDATED GREEN INITIATIVE SPREADSHEET

Chair Lindsay commented on the different departments involved in the green initiative program. She suggested releasing the matrix with the organic application locations to the public to be used as a guide for anyone who wishes to go pesticide-free.

Director Brazil suggested placing a link on the Town's website to the green initiative program with the updated matrix and other reference materials.

VIII. CONSTRUCTION PROJECTS UPDATE

Jason Debrincat, Project Engineer, presented an overview of the various construction projects as follows:

- * Onondaga North – Paving completed
- * Bradley Place/Sunrise – Completed
- * Clarke Ave/Cocoanut Row – Completed
- * E-1 Pump Station (Mediterranean – Completed
- * E-2 (N. Lake Way) Pump Station – Completed
- * E-3 (Garden Rd) – 75% completed with a Nov 1st completion
- * E-4 Pump Station – 95% completed
- * G-9 (Midtown Beach) Pump Stations – 95% completed
- * Worth Avenue Drainage – 50% completed

Patricia Strayer, Town Engineer, reported that a repavement project at Sunrise Ave/N. Lake Way to Everglade Avenue will begin shortly and will be completed by November 1st.

IX. ANY OTHER MATTERS

Committee Member Zeidman requested an update on the repairs of potholes at N. Ocean Blvd. and Orange Grove Road. Ms. Strayer reported that repairs were being carried out and should be completed by November 1st.

Richard Maxwell, Town Arborist, explained the process for treating the Royal Palms for the royal palm bug. He mentioned that Bartlett was doing research on these pests and had collected samples from the trees and sent them for testing.

X. ADJOURNMENT

There being no further business, the Public Works Committee meeting of October 11, 2019 was adjourned at 10:47 a.m.

APPROVED:

Bobbie Lindsay, Chair

PREPARED BY:

Patricia Gayle-Gordon, Deputy Town Clerk

ATTEST:

Kathleen Dominguez, CMC
Town Clerk

Date

TOWN OF PALM BEACH

Town Council Meeting on: November 12, 2019

Section of Agenda

Committee Reports

Agenda Title

Report of the Ordinances, Rules and Standards Committee Meeting Held on October 24, 2019

Presenter

Julie Araskog, Chair

ATTACHMENTS:

- ▣ **Report of the Ordinances, Rules and Standards Committee Meeting Held on October 24, 2019**



TOWN OF PALM BEACH

Town Clerk's Office

REPORT OF THE ORDINANCES, RULES & STANDARDS COMMITTEE MEETING HELD ON THURSDAY, OCTOBER 24, 2019

I. CALL TO ORDER AND ROLL CALL

The Ordinances, Rules and Standards (ORS) Committee meeting was called to order on Thursday, October 24, 2019 at 2:30 p.m. in the Town Council Chambers. On roll call, all committee members were found to be present.

II. PLEDGE OF ALLEGIANCE

Chair Araskog led the pledge of allegiance.

III. APPROVAL OF AGENDA

A motion was made by Committee Member Crampton, and was seconded by Chair Araskog, to approve the Agenda. The motion passed unanimously.

IV. COMMUNICATIONS FROM CITIZENS

Michael Taylor, Port Saint Lucie, provided a speech on the second amendment and spoke regarding the ineffectiveness of gun-free zones and citizens' right to bear arms.

V. REGULAR AGENDA

A. Old Business

1. None

B. New Business

1. [Review of Notice to Property Owners Prior to Landmarks Preservation Commission Placing a Property Under Consideration for Landmarks Designation](#)

Wayne Bergman, Assistant Director of Planning, Zoning and Building

Jay Boodheshwar, Deputy Town Manager, provided opening comments. He announced both the original and supplemental back up, including all communication the Town received from the public and additional information regarding this item, can be found on the Town's website.

Assistant Director Bergman provided a brief historic overview of the Council's decision to direct the ORS Committee study this item and to have staff present recommendations for notice requirements to affected property owners. Mr. Bergman presented staff's recommended changes to Section 54-164 of the Town Code of Ordinances that address the landmark designation process so that notice is required prior to placing a property under consideration for landmark designation, including Historic Districts. Mr. Bergman stated that he incorporated very thoughtful resident suggestions to create additions to the originally proposed changes found in the back up, including those submitted by Jay Serzan, Carol LeCates and Steven Jeffrey Greenwald. The changes were put on the Elmo and discussed.

Chair Araskog expressed concern with making changes to the landmarks ordinance that may potentially conflict with the Bert Harris Act. She commented on the landmark designation procedures from other communities and noted that most of them do not include notice requirements.

Chair Araskog stated that in light of the research staff had provided and her own in the past week, she believed the entire Council needed to make an informed decision on a preferred policy for the process with respect to consideration, notice and designation, because in the last Town Council meeting a recommendation was made without the benefit of detailed research. Chair Araskog discussed her belief in notice and her interest in the City of Miami's process for designating historic districts, including an outreach to property owners before an historic district is put under consideration and evidence that the Landmarks Body must include in the consideration hearing. Chair Araskog discussed different options other municipalities use in their ordinances, including limiting the time period given for the designation process. She preferred to get further direction from the Town Council before drafting changes to a carefully drafted and well-thought out ordinance that had not been changed in forty years., but was open to suggestions from Staff. She was concerned about the effect of making such changes on historic preservation in our Town.

Committee Member Crampton spoke in support of the proposed changes, but stated that if Chair Araskog thought it was important for the entire Council to be educated, look at the other Ordinances, and to discuss this further, he was fine with going in that direction too before drafting an ordinance. Discussion ensued regarding how to proceed with recommending landmark policy changes to the Town Council before drafting and presenting an ordinance.

Deputy Town Manager Boodheshwar recommended looking at the Ordinance conceptually and leave it open to modifications before drafting an Ordinance. He agreed that the Town Attorney's opinion would be needed for any potential issues that could arise due to Bert Harris.

Public Comments:

Ted Cooney, Chair of the Landmarks Preservation Commission, 495 N. Lake Way, expressed concern with the proposed changes to the notification procedure. Currently, Mr. Cooney stated, once a property [or properties] is under consideration, the property [or properties] cannot be demolished until the designation report is complete and a hearing is held. Mr. Cooney stated there may be unintended consequences if the new changes are implemented, by providing property owners with 30 days to initiate the process for obtaining a demolition permit, which per the Town Attorney, would override any ability to stop demolition even if the LPC subsequently votes to put such property under consideration or to designate the property as a Landmark. He said, "the proposed changes severely undercut the ability of the community as a whole to protect a property." Mr. Cooney also mentioned that prior Council's had taken up potential changes to the LPC's demolition procedures, but chose not to change the ordinance.

Chair Araskog thanked Mr. Cooney for bringing his concerns forward and pointed out the information provided from most other communities who for this same reason do not provide notice for the consideration of properties.

Chair Araskog asked Mr. Cooney if it would be a problem to resume a past practice of only putting properties under consideration only during the period of in-season. Mr. Cooney stated that there needs to be enough time to perform the designation report during season, but he did not see an issue with putting properties under consideration during the in- season months too. Additionally, he stated he is in favor of a creating a more inclusive and participatory process but he wants to "make sure we do not unintentionally weaken what we have which is a really strong ordinance that has served us well for about 40 years."

Amanda Skier, Executive Director of the Preservation Foundation, expressed her agreement with Ted that “today’s agenda item stems from the Town Council’s desire to enhance communication efforts with property owners and promote greater understanding of the Landmarking process.” In regard to giving notice to property owners before putting a property under consideration, Ms. Skier said, “I strongly urge this committee to explore changes in procedure rather than changes to the ordinance itself. The Town’s Landmark Ordinance has served the Town well since it was adopted in 1979 and opening the ordinance [to changes] will weaken its ability to withstand legal challenges.” Ms. Skier discussed staff’s research of other municipalities’ Ordinances and the fact that noticing property owners before consideration is not standard practice. “ I think the clear take away is that the ordinance should not be changed for this reason. I also think it is important to note that there is a difference in the impact of placing a historic district under consideration as opposed to a single property. Any change in procedure should recognize this distinction rather than treating the two equally.”

Ms. Skier discussed her research of the Landmark’s Ordinance for the exhibition celebrating its 40th Anniversary last year [at the Preservation Foundation] and that she noticed discussion of properties for consideration took place in season. She stated that only having consideration discussions in Season is a change “that could easily be implemented and would lead to greater transparency for property owners so they feel they have an opportunity to engage in the process.” She requested that if our Committee and the Town Council should choose to explore changes to procedure instead of the Ordinance that we wait for discussions until after the symposium and after the completion of the historic site survey in February.

Her recommendation is to have as much information possible to decide the path forward and one that takes all of the issues into consideration. She commended the town for providing a historic district educational symposium. Ms. Skier discussed the benefits of the current code with respect to preserving historic resources and the work and contributions of former preservation and town landmarks consultant Jane Day.

In response to questions from Chair Araskog, Ms. Skier spoke regarding her view on potential landmark notices, the Town’s lack of experience with historical districts, the needed for greater education and the need for understanding the benefits of the historic districting. She stated there are other neighborhoods in Town that can be considered a historic district. She is grateful to the Council for bringing the symposium on Historic Districts forward. She also discussed the Historic Survey and the information that it will bring to Landmark’s and the Town.

Ms. Skier spoke about Barbara Hoffstot and the research, time and information used to design our Ordinance.

Committee Member Crampton stated that he has not made up his mind, that there are a bundle of procedures for the council to discuss but if not he would support changing the statute to give proper notice.

Steven Jeffrey Greenwald, 128 Seaspray Ave., spoke regarding “forced landmarking” and the current ordinance not taking citizen’s rights to due process into consideration. He discussed that in the past, they did not have forced Landmarking. They would work to educate the owners and to convince them, but in the end the owners decided. He thought the Miami Ordinance sounded interesting. He disagreed that most cities are forcing landmarking and stated they are moving away from them. He stated that Florida’s Constitution requires notice and due process. He does not think anyone will destroy a homes in 30 days. He thinks the fears are unrealistic.

Chair Araskog spoke regarding landmark cases and that notice is not required except when the final designation hearing is held.

Discussion ensued about the municipalities who do not give notice.

Mr. Greenwald discussed more cases. Chair Araskog pointed out that most of those cases were zoning cases, not landmarking cases. Chair Araskog stated that law and municipal landmark ordinances appear to have been found without the parameters of the law in regard to not providing notice, but she would like to hear from the Town Attorney on the case law. She pointed out that she was not stating that she opposed notice or favored it, but she needed more case law.

The Miami Ordinance was discussed along with Community Outreach. Chair Araskog discussed the opposing forces of preservation of historic properties and property owners wanting the right to demolish. Chair Araskog also discussed having a maximum time period for the process of designation and consideration to limit the affected private property owners.

Marsha Fick, 230 Seaspray Ave., stated that “having your house landmarked is one of the most if not most impactful thing on your property rights that the Town can impose on you as a homeowner. The fact that discussion on the fate of your home takes place without knowledge is just not right.” The first time people learn of it is when a package arrives saying “ Congratulations you are under consideration and that your whole neighborhood could be locked down under some lengthy study period, again with no notice, is not right.” She spoke in support of providing more notice to property owners whose homes are under potential landmark or historic district designation and finds the current lack of notice disconcerting.

Rene Silvin, 422 Australian Ave., Landmarks Preservation Commission Vice Chair, thanked the Committee for this forum and for the research done. He concurred with Landmarks Chair Ted Cooney being concerned about demolition applications being made if notice is given and in his opinion the issue is to the degree that could happen. He also was happy to hear from Ms. Skier. He believes there is great confusion amongst people as to the difference between landmarking a single property and a historic district. He will support whatever the Council decides. He discussed the different criteria and processes involved with landmarking a single property versus designating a historic district. He added that these are two separate subject matters and suggested that the public notice requirements for both matters be handled separately.

Discussion ensued regarding what it means to own a home in a historic district, the difference between contributing versus non-contributing properties, restrictions, tax benefits and options for homeowners with contributing homes in a historic district.

Landmark Vice- Chair Silvin stated he would support notice for Historic Districting. He recommended a separate process for Historic Districts vs. single property landmarking. He also discussed the fact that many times Landmarks will listen to owners and not Landmark a home when there is vehement opposition. He also discussed the make-up of the Commission and stated they work closely with owners on changes to Landmarked structures to help them accomplish what they desire.

A long discussion ensued about the difference between a Historic District and a single property due to confusion including the time it takes to prepare a designation report and study, notice, and other differences. In a Historic District all homes are not considered landmarked. There are contributing and non-contributing homes. Non-contributing can be torn down. When they rebuild they must fit in with the character of the Historic District. If you are contributing, then you cannot generally demolish the home. Chair Araskog discussed the ease at which Landmark's assesses changes versus ARCOM which is a much tougher Commission for changes.

Emily Stillings, Landmark Consultant, clarified the options property owners have with respect to making home alterations during a historic designation study period. She stated that alterations, potential demolitions and changes are allowed during the study period. The only difference is that they go to Landmarks. She added that the historic district process is most successful when it is noticed and when it is a grass roots effort to get the homeowners engaged with proper community outreach so there is more of a consensus. She supports notice for Historic Districts.

Jay Serzan, 353 Seabreeze Ave. He stated more notice is better and sooner is better than later. He believes this gives a homeowner time to come to the Commission and present facts as to reasons why the home does not meet the criteria and is not worthy of a Landmark or Historic District Designation. He spoke of the cost of the study. He pointed to two homes where a study was done and then homeowners came forward with the reasons their homes did not meet the criteria, the Commission agreed, and the homes were not landmarked. His point: with notice and time for the homeowner to present at a consideration hearing could have saved time and money.

Mr. Serzan spoke in support of a notification period for potential landmark or historical designations and disagreed with Ted Cooney's earlier comments about the notification period serving as an unintended loophole for demolition permits. He discussed the process not being easy to apply for a demolition permit and does not believe residents will rush to file. He recommended the notice be changed from 30 days to 15 and in Season if there is concern about demolition applications being applied for quickly after notice is given. He does not agree with two different processes for a single home and historic districting. He does not like the coercive nature of no notice and the repercussions of consideration. He does not want the Council to wait on adding the notice. He also commented that a contributing building in a historic district has the same result as an individual landmarked property.

Chair Araskog stated she is a strong proponent of notice. She stated that the research she read considered a single home for designation an extraordinary move and the research showed notice is not common for such designation of a single property.

Eric Leiner, 159 Seaspray Ave., spoke in support of a notification period for potential landmark properties and historic designations. He stated that when he learned of the consideration that had occurred on the Sea Streets, he felt it was very heavy-handed and oppressive. "I did not enjoy part of the summer knowing what had happened in our neighborhood." He stated he agrees with all of the neighbors who spoke about notice being important and "found it amazing that the Landmarks had the power to do that" and to "lay those restrictions on a neighborhood literally overnight." There appears to be confusion here between Landmarking and Historic districts and I think there needs to be regarding more education on these subject matters and of a neighborhood before a Committee can put a neighborhood under consideration. He expressed his dismay with the lack of notice he received when the Landmarks Preservation Commission considered studying the "Seas" streets for historic designation and thinks it was patently unfair. He had concerns that the neighborhood and property owners do not know the difference between landmarking and historic

districting and they were “shocked and scared” and “wondered what just happened to the values of our properties and what do we do here.”

Chair Araskog stated that she believes notice for a Historic District is important and believes having the preliminary [as Miami does] might be a way to have communication and involvement and to stop it from having a designation report if $\frac{3}{4}$ of the neighbors say no way. It would save the cost of the study, which is substantially more for an historic district than the \$5,000 designation report of a single property.

Mr. Leiner stated what he learned here is that no notice is given to prevent an owner from having time to react and it seems so unreasonable that a homeowner is going to rush to tear the house down. He said most neighbors would want to learn more about it than tear down their house that is worth millions because of being under consideration. He just does not want to be surprised without notice.

Committee Member Crampton commented on the notification practices of the Town versus other cities and the process involved for historical designation and landmarking. He stated that we have to look at our Town individually and in looking at all of the resources that have gone into these homes that notice whether it is a historic district or an individual house these things have to be done upfront and he prefers that historic districts be done in a much broader context and not just pick out the Sea Streets and District it. “To me that is wrong.” He proposed that overlays be done in context with the comprehensive plan or something that takes into account the entire Town and the rights of property owners and not just “pluck this thing off of the shelf and say it goes here.” He agreed with Chair Araskog that there should be Community Outreach and notice for Historic Districts and supports more education.

Chair Araskog recommended a robust discussion on this subject matter and all of the different options at the next Town Council meeting before recommending any changes and needs to hear from Skip if this should be changed within the Ordinance or under a notification protocol so as not to cause any issues with Bert Harris.

Planning and Zoning Director Josh Martin stated that he did not think that notice is a Bert Harris issue.

Committee Member Crampton asked for different options to be shown in the backup. Chair Araskog asked that the backup include other municipalities’ ordinances when notice and anything that is triggered upon consideration or designation occurs.

Deputy Town Manager Boodheshwar summarized that the following key issues for discussion at the November Town Council meeting:

1. Should the notification procedures for landmarking individual properties and historic district designations be handled separately?
2. How should we memorialize the changes? Should the Town modify the existing code or adopt a new procedure?

Mr. Boodheshwar stated that Skip does want us to tread carefully when it comes to changing the Ordinance, but if they are not substantive changes it can be done within the code without triggering Bert Harris

Chair Araskog asked that minutes from the meeting when the Hoffstot's created the Ordinance or newspaper articles be included in the backup to give the Council an idea of the reasoning behind the different decisions that were made and the historical background information on the existing Landmarks Ordinance while still understanding this was 40 years ago and circumstances can change.

Staff was directed to include all the back up from today's meeting and the supplemental information to the ORS Committee Report for discussion during the November 12, 2019, meeting.

2. Review of Special Events Ordinance to Establish Town Council Approval Criteria for Walks, Runs and Other Types of Races

Deputy Town Manager Boodheshwar provided opening comments and background information on the proposed changes to the Town's Code of Ordinances to address the approval of races, walks, and runs in the Town of Palm Beach. He complimented Ms. Dominguez for her detailed work on this Ordinance.

Town Clerk Kathleen Dominguez presented the proposed language and sections to add to the Special Events code for approving races, walks and runs. Ms. Dominguez researched other Ordinances to provide a comprehensive Ordinance with protections for the Town and its residents.

Chair Araskog asked that the approved routes be removed to prevent all applicants from using the same route and disturbing the same residents. It was the consensus of the Committee to remove all suggested routes. She recommended Town Staff set the maximum number of participants and not the applicant. Ms. Araskog also suggested we limit the number of races allowed. Mr. Boodheshwar agreed there should not be a number allowed. She recommended removing the words "designated time" to be required for walks/races and or runs.

Chair Araskog and Committee Member Crampton recommended some other changes with Mr. Boodheshwar providing input.

It was the consensus of the ORS committee to approve the language, as amended and allow staff to come up with the correct verbiage where the word “prevention” is noted, and then present the changes to the Town Council.

Deputy Town Manager Boodheshwar clarified that this would be sent to the Town Attorney for review before an Ordinance is written.

It was the consensus of the ORS Committee to direct staff to present the proposed code changes with the input provided in strikethrough and underlined format to present to the Town Council at the November 12, 2019, meeting.

VI. ANY OTHER MATTERS - *None*

VII. ADJOURNMENT

There being no further business, the Ordinances, Rules and Standards Committee Meeting of October 24, 2019 adjourned at 4:30 p.m.

APPROVED:

Julie Araskog, Chair

ATTEST:

Kathleen Dominguez, CMC, Town Clerk

TOWN OF PALM BEACH

Town Council Meeting on: November 12, 2019

Section of Agenda

Regular Agenda - Old Business

Agenda Title

Town-wide Undergrounding Project

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

Steve Stern, Project Manager

b. RESOLUTION NO. 140-2019 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving a Purchase Order to Kimley-Horn and Associates, Inc. for Construction Phase Engineering Services for Town-Wide Utility Undergrounding Phase 2 South, and Establishing a Construction Phase Engineering Budget of \$325,418.

Patricia Strayer, P.E., Town Engineer

c. RESOLUTION NO. 141-2019 A Resolution of the Town Council of the Town Of Palm Beach, Palm Beach County, Florida, Approving the Award of Construction Manager At Risk to Burkhardt Construction Incorporated for Town-Wide Utility Undergrounding Phase 2 South in the Amount of \$6,494,596 and Establishing a Project Budget of \$6,694,596.

Patricia Strayer, P.E., Town Engineer

Presenter

ATTACHMENTS:

- ▣ **a. Project Status Summary and Dashboard**
- ▣ **b. Memorandum dated October 31, 2019, from H. Paul Brazil, P.E., Director of Public Works**
- ▣ **b. Resolution No. 140-2019**
- ▣ **b. Kimley-Horn Proposal**
- ▣ **c. Memorandum dated October 31, 2019, from H. Paul Brazil, P.E., Director of Public Works**

- ▣ **c. Resolution No. 141-2019**
- ▣ **c. Burkhardt Proposal**

TOWN OF PALM BEACH

Information for Town Council Meeting on: November 12, 2019

To: Mayor & Town Council

Via: Kirk W. Blouin, Town Manager

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

Re: Utility Undergrounding Project Status Report

Date: October 31, 2019

I. Communications

Community Meetings:

- South Phases: Cup of Joe with Bo & Town Staff
Friday, November 1
Next Meeting, TBD.
- North Phases: Coffee with the Crew & Town Staff
Monday, November 4
Next Meeting, December 2

Notifications:

Property owners and residents advised of FPL meter locate activity planned for Phase 6 occurring November 11, 2019 – December 20, 2019. Palm Beach Police also notified.

- Phase 6 North: Kowarau Ln & Chateaux Dr heading north to N. Woods Rd
- Phase 6 South: Seaspray Ave heading north to Sunset Ave

II. Progress Summary:

Construction progress:

Phase 1 South Construction:

- FPL conversions. As of October 31, 47 of 55 condominium buildings (85%) on S. Ocean Blvd are completed or scheduled.
- Ibis Isle conversions are complete.
- Final pole removal planned to start in November after remaining conversions are accomplished.

As of 10-31-2019

Phase 1 South - Remaining Overhead to Underground Conversions			
Zone	Number	Street	Scheduled Date
2	3140	S. Ocean Blvd	
2	3120	S. Ocean Blvd	
2	3100	S. Ocean Blvd	
2	3031	S. Ocean Blvd	
2	3030	S. Ocean Blvd	
2	3000	S. Ocean Blvd	
3	2760	S. Ocean Blvd	1-Nov
3	2560	S. Ocean Blvd	4-Nov
3	2545	S. Ocean Blvd	31-Oct
4	2295	S. Ocean Blvd	
4	2000	S. Ocean Blvd	

Phase 2 North Construction:

- Construction is > 61% complete.
- ATT and Comcast wire pull and pedestal set activities continue.

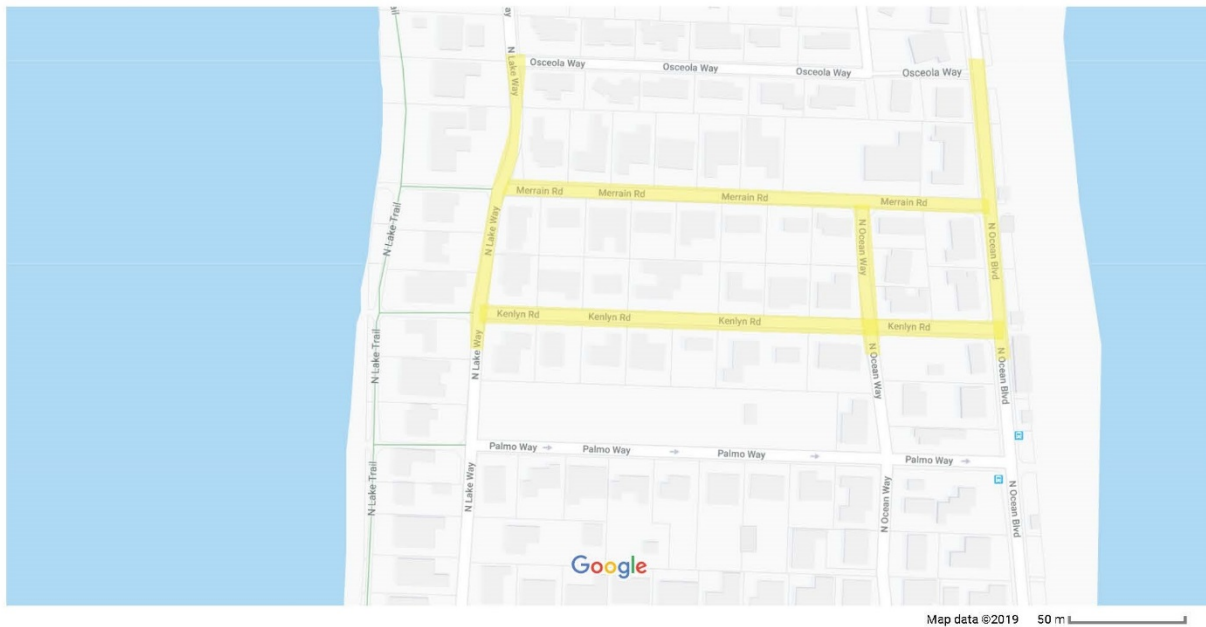
Phase 2 South Construction:

- Phase 2 South GMP process is complete. Construction Engineering Services and CMAR Contract are on the agenda for presentation during the November Town Council meeting.

Phase 3 North Construction:

- Finalizing outstanding easements.
- Drilling crews scheduled to begin November 4.
- Work area through end of year will be Merrain Road and Kenlyn Road and all adjacent north-south streets.

Phase 3 North / Work Area #1



Phase 3 South Construction:

- Bid package availability remains incomplete due to outstanding easements.
- We are making progress with easement acquisition but not ready to begin the bid process at this time.

Design & Easement Progress:

Phase 2:

- Phase 2 South Design is 99% complete

Easement Status:

- Phase 2 South: 93% of easements recorded.

Phase 3:

- Phase 3 North Design is 98% complete
- Phase 3 South Design is 79% complete

Easement Status:

- Phase 3 North: 97% of easements recorded or verbally approved
- Phase 3 South: 79% of easements approved

Challenging areas include specific properties on S. County Road and south of Worth Ave within the alley.

Phase 4:

- Phase 4 North Design is 61% complete
- Phase 4 South Design is 50% complete

Easement Status:

- Phase 4 North: 23% of easements approved
- Phase 4 South: 30% of easements approved

Challenging areas include some properties north of Worth Ave within the alley and parking lots.

Phase 5:

- Phase 5 North Design is 32% complete
- Phase 5 South Design is 32% complete

Easement Status:

- Phase 5 North: Not Started
- Phase 5 South: Not Started

III. Financial Summary

Staff updated the Undergrounding Utility Project Budget Report and Project Financial Summary to provide additional information and clarity. For next month's meeting, Staff plans to provide an updated project budget reflecting the comprehensive opinion of construction related costs based on recently bid phases and the completed construction areas.

Please note the following changes to this month's report:

1. Comment added to the cover page and on Phase 5 detail page regarding the recent FEMA grant. "\$8.5M Grant FEMA Offset."
2. The "Total Project Costs to Date" are the direct costs associated with design and construction. Specific costs are described on each Phase area detail page.
3. "Other Costs Associated Directly with the Project" include the Master Plan, Initial Community Outreach and the Peer Review. The detail of these costs are on the report Page 8.
4. "Debt Service and Related Debt Issuance Costs" are under a unique line item. The detail of these costs are on the report Page 8.
5. "Total Other Costs Outside Undergrounding Budget" include Lake Worth Construction zone, Cost of Town's Legal fees, Consulting Services and the Project Manager. The detail of these costs are on the report Page 8.

**Underground Utility Project Budget
Project Financial Summary
October 31, 2019**

	Expenditures	Original OPC	Updated OPC	Budget	Actual	% Expended
	Phase 1	\$ 12,620,000	\$ 12,900,000	\$ 12,797,329	\$ 12,488,290	97.6%
	Phase 2	\$ 9,170,000	\$ 9,710,000	\$ 5,908,316	\$ 5,489,023	92.9%
	Phase 3	\$ 10,910,000	\$ 11,360,000	\$ 5,907,018	\$ 1,419,164	24.0%
	Phase 4	\$ 10,370,000	\$ 10,910,000	\$ 1,330,129	\$ 566,858	42.6%
1.	Phase 5 (\$8.5 Million FEMA Grant Offset)	\$ 14,090,000	\$ 14,850,000	\$ 1,594,415	\$ 372,729	23.4%
	Phase 6	\$ 16,820,000	\$ 17,690,000	\$ 1,886,346	\$ -	0.0%
	Phase 7	\$ 11,730,000	\$ 12,220,000	\$ -	\$ -	
	Phase 8	\$ 12,300,000	\$ 12,890,000	\$ -	\$ -	
2.	Total Project Costs To Date	\$ 98,010,000	\$ 102,530,000	\$ 29,423,554	\$ 20,336,063	69.1%
3.	Other Costs Associated Directly with the Project (Page 8)	\$ 570,000	\$ 980,414	\$ 980,414	\$ 915,944	93.4%
4.	Debt Service and Related Debt Issuance Costs (Page 8)			\$ 2,700,000	\$ 3,432,464	127.1%
5.	Total Other Costs Outside Underground Budget (Page 8)			\$ 1,019,169	\$ 1,853,611	181.9%
	Grant Total of All Costs Related to the Project	\$ 98,580,000	\$ 103,510,414	\$ 31,423,137	\$ 23,105,619	73.5%
	Opinion of Cost - Master Plan			\$ 98,600,000		
	AT&T and Comcast Additional Project Costs			6,700,000		
	FPL Credit			(3,300,000)		
	Total Project Budget - Opinion of cost for construction			\$ 102,000,000		
	% Budgeted/Encumbered To Date Project Costs			29.81%		
	% Spent to Date - Project Costs			20.84%		

Project Revenues Received

Revenues	Budget	Actual	% of Budget
Revenues			
Prepaid Assessments	\$ -	\$ 11,736,629	0.0%
Assessment Revenue	\$ 13,380,000	\$ 8,628,078	64.5%
Commercial Paper	\$ -	\$ -	0.0%
Town Owned Property Prepaid Assessments	\$ 2,797,291	\$ 2,797,291	100.0%
Interest on Assessment Escrow	\$ -	\$ 396,389	0.0%
Interest	\$ 512,000	\$ 1,499,428	292.9%
GO Bond Proceeds	\$ 60,500,000	\$ 60,499,897	100.0%
1 Cent Sales Tax	\$ 2,000,000	\$ 1,500,000	75.0%
FPL		\$ 450,246	0.0%
FEMA Grant	\$ 8,500,000	\$ -	0.0%
Other			
Kevin McGann - CO #9	\$ -	\$ 34,900	0.0%
Donations - Civic Association	\$ 49,250	\$ 49,250	100.0%
Transfer from (307) Fund CIP	\$ 760,200	\$ 760,200	100.0%
Transfer from (001) General Fund - PM Salary	\$ 409,450	\$ 265,000	64.7%
Total Project Revenues	\$ 88,908,191	\$ 88,617,308	99.7%



Underground Utility Project Monthly Progress Report November 2019

Table of Contents

Dashboard – Phase 1, 2, 3 Construction and Phase 2, 3, 4, 5 Design

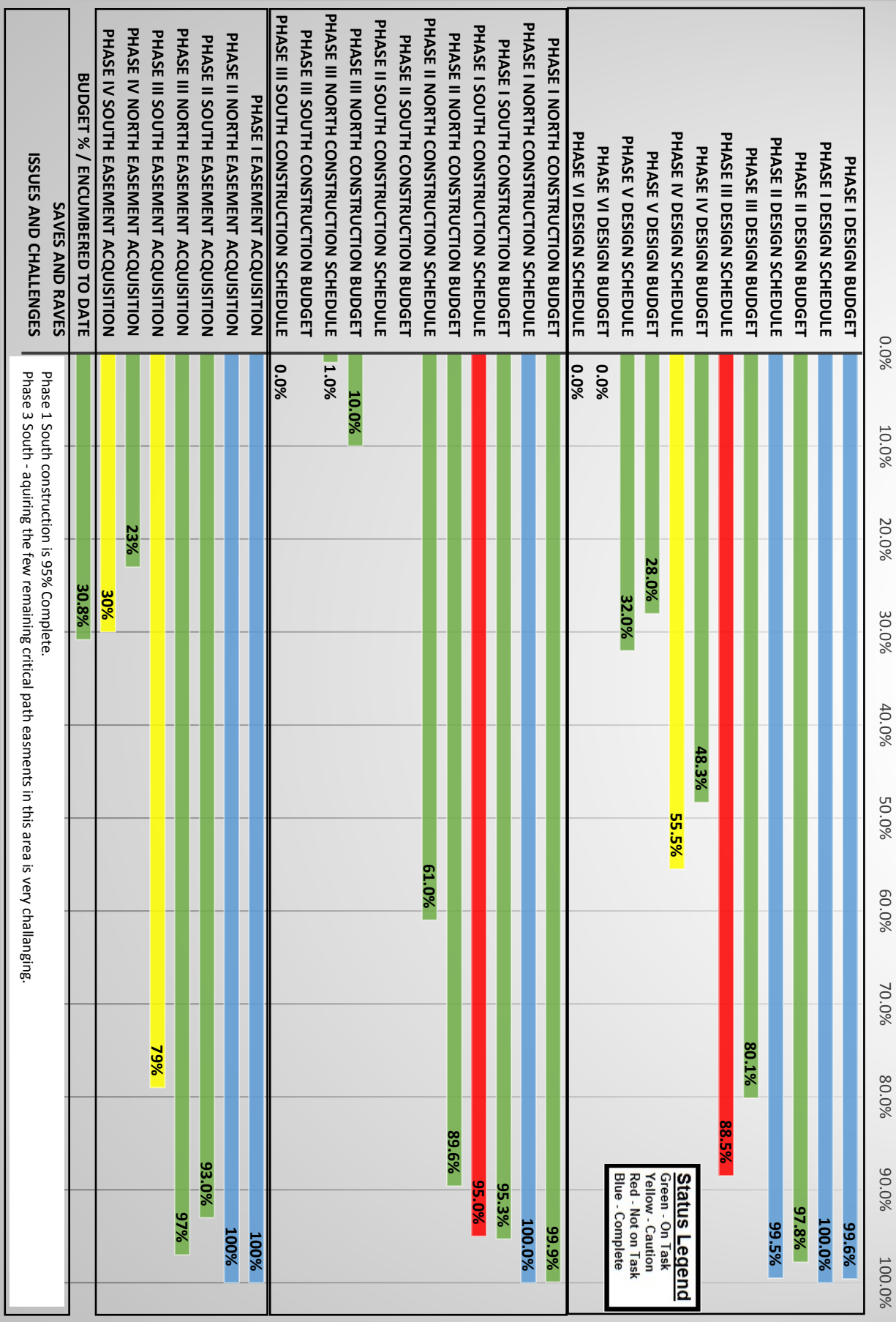
1. Townwide Undergrounding - Phasing & Sequencing Program Map
2. Kimley-Horn - Design Progress Reports - Phase 2 - 5
3. Kimley-Horn - Design Phase 2 - 5 Gantt Charts
4. Burkhardt - Executive Summary & Schedule – Phase 2N & 3N
5. Whiting Turner - Executive Summary & Schedule – Phase 1S
6. Project Financial Report
7. Interest Rate Forecast

Dashboard Notes:

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

Prepared by the TMO & Finance Departments
October 31, 2019

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





Phasing and Sequencing





Town-Wide Undergrounding - Phase 2 Design
KHA Project #044063202
October 2019 Progress Report
Period: September 21, 2019 to October 19, 2019

I. Scope Update

A. General

- Schedule: Project schedule progress is shown below.
 - Phase 2 North Design is 100% complete
 - Phase 2 South Design is 99% complete
- Budget: Project is on budget as of October 15, 2018
 - Phase 2 North Design is at 99% of total task budget
 - Phase 2 South Design at 99% of total task budget
- Easement Status
 - Phase 2 North: 100% of easements approved
 - Phase 2 South: 93% of easements approved

B. Detailed Design Phase

- Continued coordination with Comcast, AT&T and FPL to finalize Network Design Plans for Phase 2 South.
- Continued resident coordination for easement acquisition in Phase 2 South.
- Conduct and attend Design Progress Meeting and develop/distribute Meeting Minutes
- Attendance at Progress Meeting with Town and Utility Owners
- Attendance at Subconsultant Coordination Meetings

II. Upcoming Activities (October 20, 2019 – November 19, 2019)

A. Detailed Design Phase

- Continue resident meetings/conference calls to discuss easements in Phase 2 South.
- Continued coordination with Comcast, AT&T and FPL to finalize Network Design Plans for Phase 2 South.
- Progress Meeting Attendance.
- Continue to coordinate with CMAR for Phase 2 South bidding.
- Receive and review Phase 2 South GMP



Town-Wide Undergrounding - Phase 3 Undergrounding
KHA Project #044063215
October 2019 Progress Report
Period: September 21, 2019 to October 19, 2019

I. Scope Update

A. General

- Schedule: Project schedule progress is shown below.
 - Phase 3 North Design is 98% complete *
 - Phase 3 South Design is 79% complete *
- Budget: Project is on budget as of October 15, 2019
 - Phase 3 North Design is at 91% of total task budget
 - Phase 3 South Design at 79% of total task budget
- Easement Status
 - Phase 3 North: 97% of easements approved
 - Phase 3 South: 79% of easements approved

* Phase 3 South is currently behind schedule.

B. Detailed Design Phase

- o Continued Subconsultant/utility owner coordination
- o Continued Progress on development of Bid Plans for Phase 3 South.
- o Continued review and comment on FPL, ATT and Comcast Design Plans
- o Received, reviewed and met with ATT regarding the Golfview Alley work.
- o Progress Meeting Attendance.
- o Progress on Phase 3 South Landscape plans.
- o Continued development of Phase 3 North and South easement exhibits and submittal to Town.
- o Site meetings with property owners to discuss easement requests in Phase 3 North and South.
- o Development of legal sketches and descriptions for Phases 3 North and South.

II. Upcoming Activities (October 20, 2019 – November 19, 2019)

A. Detailed Design Phase

- o Continued Subconsultant/utility owner coordination
- o Continued Progress on development of Bid Plans for Phase 3 South.
- o Continued Easement meetings with property owners – Phases 3 North and South
- o Continued coordination with FPL, AT&T and Comcast to complete the Phase 3 South design
- o Progress Meeting Attendance



Town-Wide Undergrounding - Phase 4 Undergrounding

KHA Project #044063219

October 2019 Progress Report

Period: September 21, 2018 to October 19, 2019

I. Scope Update

A. General

- **Schedule:** Project schedule progress is shown below.
 - Phase 4 North Design is 61% complete
 - Phase 4 South Design is 50% complete
- **Budget:** Project is on budget as of September 15, 2019
 - Phase 4 North Design is at 57% of total task budget
 - Phase 4 South Design at 44% of total task budget
- **Easement Status**
 - Phase 4 North: 23% of easements approved
 - Phase 4 South: 30% of easements approved.

B. Detailed Design Phase

- o Subconsultant coordination related to Phase 4 Undergrounding
- o Progress on soft dig field utility investigation in Phase 4 South.
- o Continued coordination with utility owners to receive design information.
- o Continued development of Equipment Location and Conduit Plans for Phase 4 North and South.
- o Performed field work to obtain information for equipment placement based on easement meetings with property owners.
- o Review of FPL Conduit and Equipment Plans, coordination with FPL regarding design modifications.
- o Development and delivery of easement exhibits to the Town for Phases 4 North and South.
- o Progress Meeting Attendance
- o Site visits and meetings with property owners to discuss easement requests

II. Upcoming Activities (October 20, 2019 – November 19, 2019)

A. Detailed Design Phase

- o Continued coordination with utility owners to refine the design.
- o Review Comcast design for Phase 4 South.
- o Continued development and submittal of easement exhibits for Phases 4 North and South.
- o Continued development of Equipment Location and Conduit Plans for Phases 4 North and South.
- o Meetings with property owners to discuss easement requests.
- o Progress Meeting attendance.



Town-Wide Undergrounding - Phase 5 Undergrounding

KHA Project #044063229

October 2019 Progress Report

Period: September 26, 2019 to October 25, 2019

I. Scope Update

A. General

- **Schedule:** Project schedule progress is shown below
 - Phase 5 North Design is 32% complete
 - Phase 5 South Design is 32% complete
- **Budget:** Project is on budget as of October 15, 2019
 - Phase 5 North Design is at 23% of total task budget
 - Phase 5 South Design is at 24% of total task budget
- **Easement Status**
 - Phase 5: N/A, will provide status when this work begins

B. Detailed Design Phase

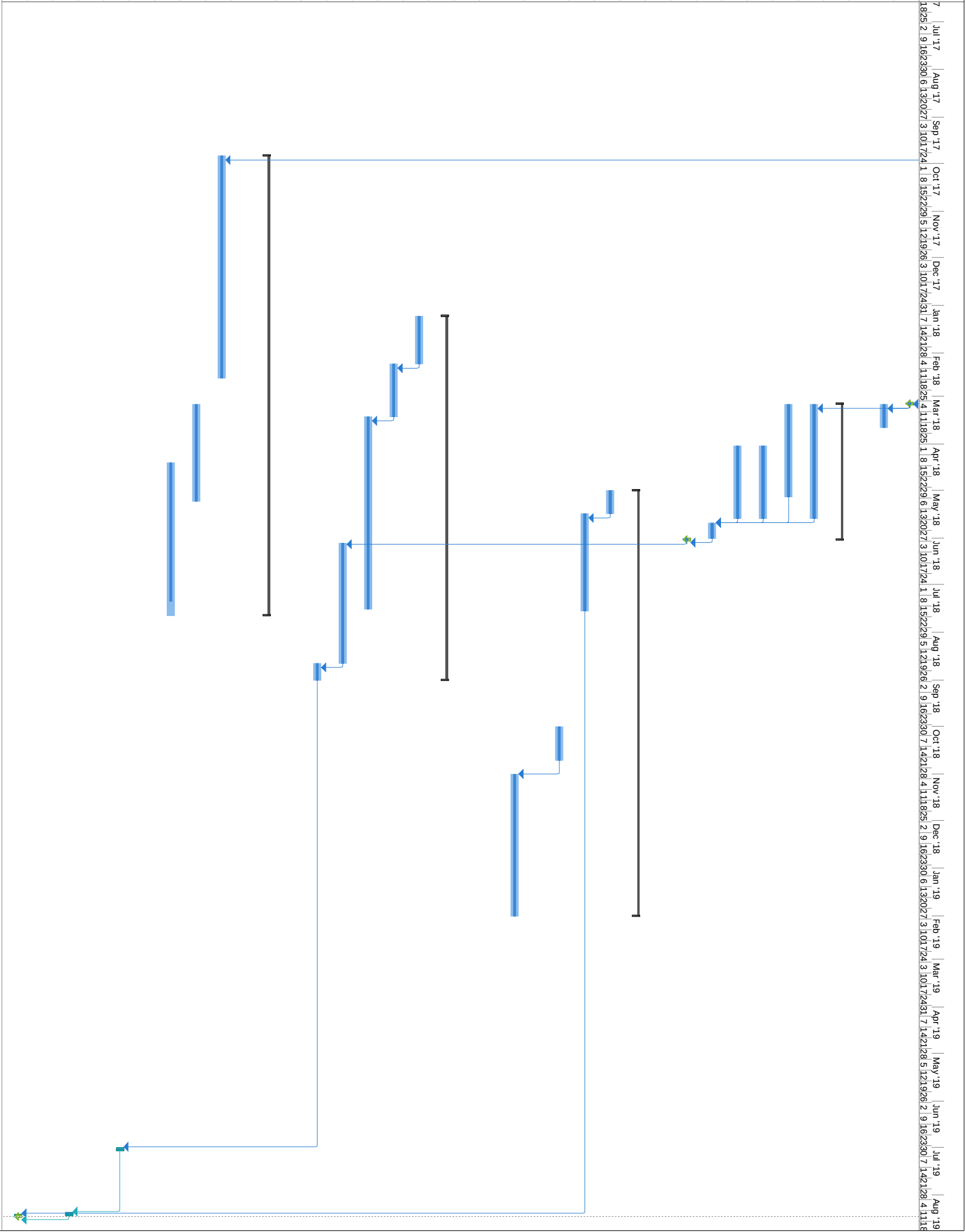
- o Awaiting preliminary equipment locations from FPL
- o Coordinated with utility companies, sub-consultants, and Town
- o Attended UUTF meeting at Town Hall
- o Led coordination meetings with sub-consultants

II. Upcoming Activities (October 26, 2019 – November 25, 2019)

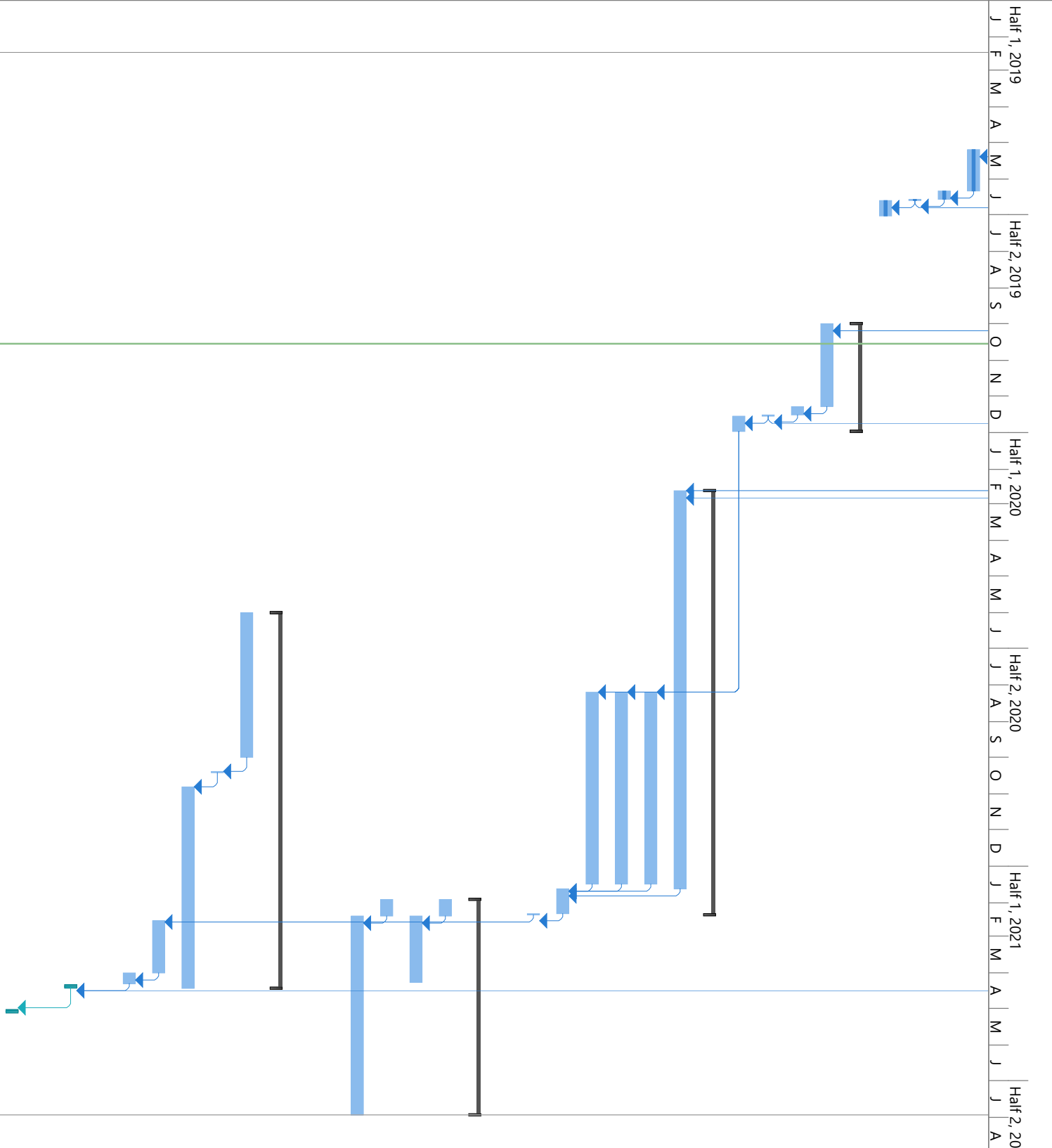
A. Detailed Design Phase

- o Await preliminary equipment locations from FPL
- o Coordinate with utility companies, sub-consultants, and Town
- o Lead coordination meetings with sub-consultants

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



ID	Task Name	Start	Finish	
				Half 1, 2019 J F M A M J J A S O N D Half 1, 2020 J F M A M J J A S O N D Half 1, 2021 J F M A M J J A Half 2, 2021 J A
1	Detailed Design - Phase 5 North	Thu 2/14/19	Fri 4/30/21	
2				
3	Design Activities - Outside Resources	Wed 6/19/19	Fri 4/30/21	
4	Utility Preliminary Design	Wed 6/19/19	Mon 9/30/19	
5	FPL Provision of Preliminary Equipment Locations	Wed 6/19/19	Mon 9/30/19	
6	Utility Design and BCE Development	Tue 10/1/19	Fri 4/16/21	
7	FPL Design and Preliminary Conduit Routing	Tue 10/1/19	Tue 1/7/20	
8	AT&T and Comcast Design	Wed 12/18/19	Tue 2/18/20	
9	Utility Agreement, BCE Development and Final FPL Design	Fri 1/15/21	Fri 4/16/21	
10	Easement Coordination	Tue 10/1/19	Fri 4/30/21	
11	Determine Easement Needs and Locations	Tue 10/1/19	Fri 11/15/19	
12	Send Easement Request Letters to Property Owners	Mon 11/18/19	Fri 11/29/19	
13	Procure Easements and Follow Up	Mon 12/2/19	Fri 4/30/21	
14				
15	Design Activities - Kimley-Horn Resources	Thu 2/14/19	Wed 2/10/21	
16	Data Collection	Thu 2/14/19	Thu 7/23/20	
17	Sunshine One-Call, Utility Coordination, and Letter Request	Thu 2/14/19	Wed 3/13/19	
18	Collect/Analyze Record Information	Thu 2/14/19	Wed 4/10/19	
19	Site Survey	Thu 2/14/19	Mon 5/6/19	
20	Geotechnical Investigation	Wed 5/1/19	Tue 6/11/19	
21	Soft Dig Utility Locates	Fri 5/1/20	Thu 7/23/20	
22	Site Visit / Determine Meter Locations	Mon 3/11/19	Fri 3/29/19	
23	Existing Easement Research	Mon 3/4/19	Fri 3/22/19	
24	Construction Documents	Tue 5/7/19	Wed 2/10/21	
25	Utility Base Mapping	Tue 5/7/19	Mon 7/1/19	
26	Utility Base Map Development	Tue 5/7/19	Mon 6/10/19	
27	Utility Base Map Internal QC	Tue 6/11/19	Mon 6/17/19	
28	Utility Base Map Town/Utility Owner Submittal	Tue 6/18/19	Tue 6/18/19	
29	Utility Base Map Town Review and Comment	Wed 6/19/19	Mon 7/1/19	
30	Equipment Location Plan Development	Tue 10/1/19	Mon 12/30/19	
31	Equipment Location Plan Development	Tue 10/1/19	Mon 12/9/19	
32	Equipment Location Plan Internal QC	Tue 12/10/19	Mon 12/16/19	
33	Equipment Location Plan Town Submittal	Tue 12/17/19	Tue 12/17/19	
34	Equipment Location Plan Town Review and Comment	Wed 12/18/19	Mon 12/30/19	
35	Conduit Routing Plan Development	Wed 2/19/20	Wed 2/10/21	
36	Conduit Routing Plan Development	Wed 2/19/20	Tue 1/19/21	
37	Commercial/Customer-Owned Service Design	Fri 8/7/20	Fri 1/15/21	

ID	Task Name	Start	Finish																																																
75	Utility Base Map Development	Tue 5/7/19	Mon 6/10/19																																																
76	Utility Base Map Internal QC	Tue 6/11/19	Mon 6/17/19																																																
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87	Landscaping Plan	Fri 8/7/20	Fri 1/15/21																																																
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89	Conduit Routing Plan Internal QC	Wed 1/20/21	Tue 2/9/21																																																
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104																																																			
105	Town Council GMP Review and Award (Phases 5 North and South)	Mon 4/12/21	Mon 4/12/21																																																
106																																																			
107	Start Construction (Phases 5 North and South)	Mon 5/3/21	Mon 5/3/21																																																

Task

Split

Milestone

Summary

Project Summary

Inactive Task

Inactive Milestone

Inactive Summary

Manual Task

Duration-only

Manual Summary Rollup

Manual Summary

Start-only

Finish-only

External Tasks

External Milestone

Deadline

Progress

Manual Progress

Vincent G. Burkhardt
President



Executive Summary

Vincent G. Burkhardt
President



Executive Summary
For
September 2019

Project Description

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

Project Status:

During the month of September the crews continued pulling wire throughout the site. Most of the primary wire and the majority of the secondary wire had been installed by the end of the month. Toward the end of the month the crew began pulling the main feeder wire.

COMCAST crews continued pulling cables through their conduits throughout the project.

Florida Public Utilities (FPU Gas), continued with their roadway restoration within the project limits.

Late in the month AT&T began rodding their conduits to obtain the lengths of cable needed for the switchover.

The project remains on schedule and continues to stay within budget.

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

ID	Task Name	% Comple	Duration	Start	Finish
1	Phase 2 NORTH	61%	399 days	Tue 8/14/18	Fri 2/21/20
2	Town Council Approval	100%	1 day	Tue 8/14/18	Tue 8/14/18
3	Award Prime Contract	100%	13 days	Wed 8/15/18	Fri 8/31/18
4	Permitting	100%	14 days	Wed 8/15/18	Mon 9/3/18
5	Customer Owned Service Connection Permitting	100%	14 days	Wed 8/15/18	Mon 9/3/18
6	Sub Contract Agreements	100%	14 days	Wed 8/15/18	Mon 9/3/18
7	Material Procurement	99%	11 days	Mon 8/20/18	Mon 9/3/18
8	Underground Conduit Installation, Primary/Secondary (FPL, ATT, Comcast)	100%	240 days	Mon 9/3/18	Fri 8/2/19
9	Feeder Splice Box Installation	100%	140 days	Sun 12/30/18	Thu 7/11/19
10	Set Transformers / Switch Cabinets (FPL)	100%	155 days	Sun 1/13/19	Thu 8/15/19
11	Secondary Services / Wire	98%	235 days	Mon 11/5/18	Fri 9/27/19
12	As-Built Submission / Review (FPL)	99%	220 days	Mon 2/11/19	Fri 12/13/19
13	Pull Wire / Terminations Primary (FPL)	98%	145 days	Mon 2/18/19	Fri 9/6/19
14	*ATT Rod Conduit, Pull Wire, Set Pedestals	45%	180 days	Mon 3/11/19	Fri 11/15/19
15	*Comcast Pull Wire, Set Pedestals	40%	180 days	Mon 3/11/19	Fri 11/15/19
16	Cut over / Overhead Removal (ATT/Comcast)	0%	150 days	Mon 6/3/19	Fri 12/27/19
17	Energize Underground (FPL)	0%	140 days	Mon 4/8/19	Fri 10/18/19
18	Secondary Service Switch Over (FPL)	0%	180 days	Fri 4/19/19	Thu 12/26/19
19	** Demo Overhead / Remove Poles (FPL) / Final Restoration	0%	180 days	Mon 6/17/19	Fri 2/21/20
20	*This Work Will Be Performed By ATT/COMCAST Crews, All Other Work Is Anticipated To Be Performed By A Subcontractor Under The Direction Of Burkhardt Construction, Inc.	0%			
21	**This Work Must Be Performed By FPL Crews, All Other Work Is Anticipated To Be Performed By A Subcontractor Under The Direction Of Burkhardt Construction, Inc.	0%			
22	Storm Drainage	100%	30 days	Mon 8/12/19	Fri 9/20/19

SAFETY

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

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

CONSTRUCTION

- ◆ Some switching orders for the south end of South Ocean Blvd. (south of Lake Ave.) received from FPL. Conversions currently in progress. Approx. 46 conversions completed to date.
- ◆ S. Ocean Blvd (Electrical Undergrounding Crew) - Undergrounding Crews are 100% scope of work completed. Street Lighting install completed. FPL Punchlist related items completed. Some switching orders received from FPL. Electrical conversions 67% completed.
- ◆ Phipps Ocean North Parking Lot Lighting conduit, handholes and pole installation completed. Switching orders for this area received from FPL.
- ◆ Ibis Isle AT&T/Comcast conduit installation along with drainage improvements and striping complete. Ibis Island switching order received, energizing in progress. 44 conversions completed to date on Ibis Isle.
- ◆ A-41 electrical/mechanical installations complete. Roof install 100% completed.

DOCUMENTATION:

RFIs:

- 37 RFIs issued to date
- 0 Outstanding RFI

SUBMITTALS:

- 276+ Individual Submittals Processed
- 0 Submittal Package Currently Under Review
- 0 Submittal Packages Pending Submission to A/E

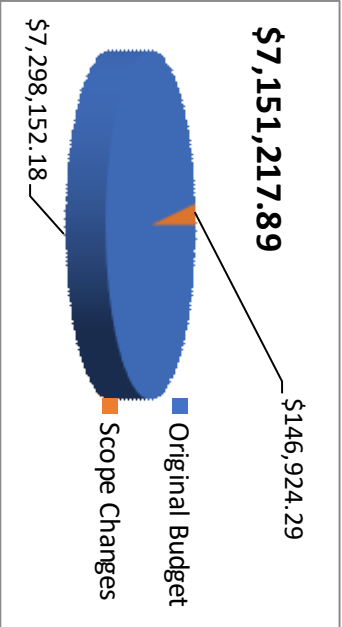
DRAWINGS: Added Scopes of Work

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

RELEVANT POTENTIAL CHANGES:

- Time Extension Requested based on delayed receipt of Switching Orders from FPL.

FINANCIALS—BUDGET VS. COSTS



Current GMP Amount	—	\$7,151,217.89
Approved Owner Initiated Scope Changes	—	\$146,934.29
Gross Billings to Date (\$)	—	\$6,594,884.75
Gross Billings to Date (%)	—	92%
Schedule % Completed	—	95%



SCHEDULE SUMMARY

S. Ocean Undergrounding -Sta 11+10 to Sta 243+66									
1570	Converting / Energizing Services	45	44	17MAY19 A	21AUG19				
1530	ATT remove Overhead Facilities	10	10	23MAY19	05JUN19				
1535	Comcast remove Overhead Facilities	10	10	23MAY19	05JUN19				
1537	Restoration due to ATT work	10	10	06JUN19	19JUN19				
1540	Restoration due to Comcast work	10	10	06JUN19	19JUN19				
1575	De-energize existing Aerial Power	7	7	22AUG19	30AUG19				
A-41 Pump Station									
Preconstruction									
4100	Bid Packages to Subs	5	0	23MAR18 A	26APR18 A				
4105	Subcontractor Bids Close	10	0	26APR18 A	10MAY18 A				
4110	WT Precast Analysis & Submit to Owner	10	0	11MAY18 A	18MAY18 A				
4115	Town Council/Engineer Approves WT Proposal	15	0	18MAY18 A	12JUN18 A				
4120	Town Issues Change Order / PO	3	0	12JUN18 A	28JUN18 A				
4125	WT Issues Contracts to Subs	10	0	12JUN18 A	18JUL18 A				
Street Lighting									
IMP4140	Devco to complete Punchlist per Town/MR	10	5	30NOV18 A	24MAY19				
4050	Asphalt/Concrete Restoration	15	15	27MAY19	14JUN19				
IMP4130	Primary to be Energized (Heat-up/Switching Order)	1	1	03JUN19	03JUN19				
4040	FPL to Energize Light Poles	10	10	04JUN19	17JUN19				
4060	Landscape & Irrigation Restoration	10	10	17JUN19	28JUN19				
4090	Bid Unit #4 Substantial Completion	0	0		28JUN19				



SCHEDULE NOTES / IMPACTS:

- Street Lighting conduit and handhole installations by Whiting-Turner 100% complete. Completion of the FPL Street Lighting installation punchlist (by FPL contractor) is still pending. This is preventing Whiting-Turner from completing the restoration scope.
- Additional AT&T/Comcast Service Conduit by Whiting-Turner at Ibis Isle completed. AT&T direct installations pending and Comcast direct installation approx. 100% completed. Service swaps are complete from both AT&T and Comcast.
- A-41 Pump Station pump back online. Roof installation complete.
- FPL switching orders slowly being received. Remaining switching orders pending.

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Preconstruction Phase

1037	Town W-T agree on Contract Language	10	0	20JAN17 A	07MAR17 A
1000	RFQ Review / Selection Committee Award	0	0	13MAR17 A	
1145	Receive Executed Precast Contract from Town	3	0	13APR17 A	17APR17 A
1010	Town Commission approves W-T Preconstruction	0	0		13APR17 A
1020	Publicly Advertise Bid	6	0	16APR17 A	23APR17 A
1005	Bid Documents from Engineer	0	0	17APR17 A	
1007	Prepare for Preconstruction	3	0	17APR17 A	21APR17 A
1015	Notice to Proceed (Same date as Executed Contr.)	1	0	17APR17 A	17APR17 A
1025	Bid Packages/Addenda out to Bid	6	0	17APR17 A	21APR17 A
1040	Bids due from Subs	23	0	17APR17 A	24MAY17 A
1018	Town Provides Proposed "Construction" Contract	1	0	19APR17 A	19APR17 A
1030	W-T comments on proposed "contract" language	10	0	19APR17 A	02MAY17 A
1035	Prebid meeting	0	0	04MAY17 A	
1045	W-T Summarize Bids / Prepare Draft GMP	7	0	17MAY17 A	07JUN17 A
1047	Finalize GMP	7	0	22MAY17 A	08JUN17 A
1052	Town provides W-T with Construction Contract	2	0	30MAY17 A	08JUN17 A
1054	W-T signs Construction Contract digitally	1	0	06JUN17 A	12JUN17 A
1056	Submit GMP for Council Approval	5	0	06JUN17 A	08JUN17 A
1195	Town Issues Construction Contract	3	0	13JUN17 A	14JUN17 A
1055	Town Commission Approval of GMP	0	0		13JUN17 A
1080	W-T executes Subcontracts and procures materials	21	0	26JUN17 A	03AUG17 A
1065	Town issues Construction NTP	1	0	27JUN17 A	27JUN17 A
1175	FPL Eng Completed/Check Paid to FPL/Sign Agreee	0	0		12JUL17 A
1075	Preconstruction Video	9	0	20JUL17 A	27JUL17 A
1095	W-T mobilizes for Construction	0	0	02AUG17 A	
1090	W-T setup Trailer/Staging Compound	21	0	04AUG17 A	09AUG17 A
1085	Soft Digs	12	0	14AUG17 A	31OCT17 A
1185	LED Street Lighting issue resolved	0	0		12OCT17 A
1096	W-T Revised Street Lighting Directive to Proceed	0	0	18JAN18 A	

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Procurement

Item	Quantity	Unit	Material Description	Notes
1100	20	0	WM Pipe/Fittings/Accessories	06OCT17 A
1105	20	0	WM Line Stops	06OCT17 A
1110	40	0	FPL Feeder & Primary Conduit Procurement	09AUG17 A
1115	40	0	FPL Secondary Conduit Procurement	29DEC17 A
1125	60	0	FPL Wire	28MAR18 A
1130	30	0	ATT Vaults	30APR18 A
1135	30	0	ATT / Comcast Conduit	29SEP17 A
1140	60	0	FPL Equipment/Switches /PMES	28MAR18 A
1145	30	0	Street Lighting Conduit/Pull Boxes/Access	28FEB18 A
1150	14	0	TOB/FPL Procure revised Street Light Materials	02MAR18 A
1155	100	0	Street Lights Poles & Fixtures (VOID - by FPL)	07AUG18 A
1165	60	0	Precast Pole Base (VOID by FPL)	07AUG18 A

Construction

General

[illegible]

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

This Isle

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

Act ID	Description	Orig Dur	Rem Dur	Early Start	Early Finish	2017	2018	2019
3008	FPL Primary/ATT & Comcast Conduits (Open Cut)	30	0	04SEP17 A	29FEB18 A			
IMP 3006	FDEP Permit - Subaqueous Crossing	30	0	04SEP17 A	29JAN18 A			
3010	Backfill and Trench Restoration	30	0	11SEP17 A	28MAR18 A			
3030	Service Sweep Condu /Set Equip Pads/Splice Boxes	45	0	19SEP17 A	29FEB18 A			
3052	Easements Recorded	0	0		11OCT17 A			
IMP 3009	Additional FPL Conduits per Town	7	0	23OCT17 A	03NOV17 A			
3020	WT's Sub provides as-buils for ATT & Comcast	5	0	06NOV17 A	23MAR18 A			
3045	Set Equip/PME/Terminations	30	0	06NOV17 A	29FEB18 A			
IMP 3011	Additional ATT & Comcast Conduit CO Approval	10	0	10NOV17 A	20MAR18 A			
3047	Transformer Installation	30	0	13NOV17 A	29FEB18 A			
3049	Pull Primary & Service Wire	30	0	27NOV17 A	29FEB18 A			
3005	Fire Hydrant Assembly	5	0	23NOV17 A	30NOV17 A			
3055	WT's Sub provides as-buils for FPL/TPB/KH	5	0	02JAN18 A	23MAR18 A			
3035	ATT/Comcast Reviews as-buils/inspect/procure	20	0	02APR18 A	31AUG18 A			
3057	ATT/Comcast to install Residential Services	35	0	02APR18 A	06SEP18 A			
IMP 3013	Hold - No install by Comcast per TOB	30	0	25APR18 A	28SEP18 A			
IMP 3012	Additional ATT & Comcast Conduit Install (WT)	10	0	04JUN18 A	31JUL18 A			
IMP3084	1lbs Isle Mill/Overlay-Curb Redesign	5	0	11OCT18 A	23OCT18 A			
IMP3120	Replice 1lbs Isle Redesign	5	0	23OCT18 A	06NOV18 A			
3074	Curb Removal & Replacement	7	0	19NOV18 A	21NOV18 A			
3076	Asphalt Mill & Overlay	7	0	04DEC18 A	14DEC18 A			
3065	Energize Primary	10	0	05AUG19 A	06AUG19 A			
3060	WT's Sub Converts Residential Services (FPL)	45	0	16AUG19 A	20SEP19 A			
IMP3067	Comcast requires Power to complete conversions	10	0	01JUL19 A	06JUL19 A			
3100	ATT/Comcast remove overhead facilities	20	0	20MAY19 A	28JUN19 A			
3110	Bid Unit #3 Substantial Completion	0	0		24SEP19			
3070	FPL Remove Overhead Conductors/Light/Poles	90	90	25SEP19	30JAN20			
3080	Final Landscape & Irrigation Restoration	45	45	17JAN20	19MAR20			

Street Lighting

IMP 4000	Revised Street Lighting Drawings from EOR	30	0	27JUN17 A	27SEP17 A			
IMP 4005	W-T Provide Proposal re Revised Street Lighting	0	0	06NOV17 A	16JAN18 A			
IMP 4007	Revised Street Lighting CO Approval	10	0	06NOV17 A	16JAN18 A			
IMP 4009	WT Pickup Materials from FPL	4	0	02MAR18 A	16MAR18 A			
4000	Conduit & Pull Box Installation	40	0	28MAR18 A	06JUL18 A			
4080	WT's Sub provides conduit as-buils for TPB/KH	10	0	21MAY18 A	24JUL18 A			
4010	FPL to install Pole Bases	60	0	14AUG18 A	31AUG18 A			
4030	FPL to install Poles & Fixtures	40	0	14AUG18 A	31AUG18 A			
4070	FPL to Setup Pedestrian Detour at Sidewalk	2	0	14AUG18 A	31AUG18 A			
4020	FPL to Pull Wire Termination	15	0	02SEP18 A	01NOV18 A			
IMP4140	Davco to complete Punchlist per Town/WR	10	5	30NOV18 A	01OCT19			
4050	Asphalt/Concrete Restoration	15	15	02OCT19	22OCT19			
IMP4130	Primary to be Energized (Heat-up/Switching Order)	1	1	16SEP19 A	25SEP19			
4040	FPL to Energize Light Poles	10	10	28SEP19	09OCT19			
4060	Landscape & Irrigation Restoration	10	10	23OCT19	05NOV19			
4090	Bid Unit #4 Substantial Completion	0	0		05NOV19			

A-41 Pump Station

4100	Bid Packages to Subs	5	0	23MAR18 A	26APR18 A			
4105	Subcontractor Bids Due	10	0	26APR18 A	10MAY18 A			
4110	WT Prelimaries Analysis & Submit to Owner	10	0	11MAY18 A	19MAY18 A			
4115	Town Council/Engineer Approves WT Proposal	15	0	16MAY18 A	12JUN18 A			
4120	Town Issues Change Order / PO	3	0	12JUN18 A	28JUN18 A			

Start date	13MAR17
Finish date	01JUN20
Data date	25SEP19
Run date	25SEP19
Page number	3A

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

© Primavera Systems, Inc.	
TCM Backup	11-12-19
Early bar Progress bar Critical bar Summary bar Start milestone point Finish milestone point	

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TCM Backup

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Ibis Isle Watermain Crossing

5400	Town issues CO for Watermain Crossing	0	0	09MAY18 A	
5403	Submittals from Sub	10	0	09MAY18 A	30MAY18 A
5407	Precon Meeting (Scope Revised to be Repriced)	1	0	26JUL18 A	26JUL18 A
5411	2nd Precon Meeting with Ton/CWPB/JD/WT/MR	1	0	10AUG18 A	10AUG18 A
5415	Revised Submittal from Sub	3	0	27AUG18 A	31AUG18 A
5419	WT/KHA/JD coord. Meeting	10	0	28AUG18 A	28AUG18 A
5423	Mobilization	0	0	13SEP18 A	
5429	Setup MOT/Locates	1	0	13SEP18 A	14SEP18 A
5431	Restraints/Unload & Fuse Bypass Pipe	1	0	14SEP18 A	17SEP18 A
5435	Build/Pour Thrust Blocks	1	0	14SEP18 A	14SEP18 A
5439	Install & Test Tapping Sleeve and Valve	1	0	18SEP18 A	19SEP18 A
5442	Install 8x4 Wet Taps/Connect 4" Bypass	1	0	18SEP18 A	19SEP18 A
5445	Install Linedrops/Fittings/8" G/V/Remove LS	1	0	18SEP18 A	19SEP18 A
5449	Construct Aerial East to West/Flush/Connect	3	0	19SEP18 A	21SEP18 A
5458	Field Measure/Fabricate Fan Guards	15	0	21SEP18 A	28SEP18 A
5462	Pressure Test/BacTs	3	0	24SEP18 A	26SEP18 A
5465	Bact T Results to Engineer	2	0	27SEP18 A	02OCT18 A
5471	Open 8"/Remove Bypass/Purge 4" G/V	1	0	28SEP18 A	28SEP18 A
5475	Restoration/Asphalt Patch	2	0	28SEP18 A	28SEP18 A
5482	Install Fan Guard	1	0	10OCT18 A	10OCT18 A

6000	Substantial Completion	1	1	29MAY20	29MAY20
6010	Punchlist	0	0	01JUN20	
6020	Final Completion	1	1	01JUN20	01JUN20

Start date	13MAR17
Finish date	01JUN20
Data date	25SEP19
Run date	25SEP19
Page number	6A
The Whiting-Turner Contracting Co. Town Wide Undergrounding Ph1 - South CONSTRUCTION SCHEDULE	
TCM B	
 Early bar  Progress bar  Critical bar  Summary bar  Start milestone point  Finish milestone point	
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**Underground Utility Project Budget
Project Financial Summary
October 31, 2019**

Expenditures	Original OPC	Updated OPC	Budget	Actual	% Expended
Phase 1	\$ 12,620,000	\$ 12,900,000	\$ 12,797,329	\$ 12,488,290	97.6%
Phase 2	\$ 9,170,000	\$ 9,710,000	\$ 5,908,316	\$ 5,489,023	92.9%
Phase 3	\$ 10,910,000	\$ 11,360,000	\$ 5,907,018	\$ 1,419,164	24.0%
Phase 4	\$ 10,370,000	\$ 10,910,000	\$ 1,330,129	\$ 566,858	42.6%
Phase 5 (\$8.5 Million FEMA Grant Offset)	\$ 14,090,000	\$ 14,850,000	\$ 1,594,415	\$ 372,729	23.4%
Phase 6	\$ 16,820,000	\$ 17,690,000	\$ 1,886,346	\$ -	0.0%
Phase 7	\$ 11,730,000	\$ 12,220,000	\$ -	\$ -	
Phase 8	\$ 12,300,000	\$ 12,890,000	\$ -	\$ -	
Total Project Costs To Date	\$ 98,010,000	\$ 102,530,000	\$ 29,423,554	\$ 20,336,063	69.1%
Other Costs Associated Directly with the Project (Page 8)	\$ 570,000	\$ 980,414	\$ 980,414	\$ 915,944	93.4%
Debt Service and Related Debt Issuance Costs (Page 8)			\$ 2,700,000	\$ 3,432,464	127.1%
Total Other Costs Outside Underground Budget (Page 8)			\$ 1,019,169	\$ 1,853,611	181.9%
Grant Total of All Costs Related to the Project	\$ 98,580,000	\$ 103,510,414	\$ 31,423,137	\$ 23,105,619	73.5%
Opinion of Cost - Master Plan			\$ 98,600,000		
AT&T and Comcast Additional Project Costs			6,700,000		
FPL Credit			(3,300,000)		
Total Project Budget - Opinion of cost for construction			\$ 102,000,000		
% Budgeted/Encumbered To Date Project Costs			29.81%		
% Spent to Date - Project Costs			20.84%		

Project Revenues Received

Revenues	Budget	Actual	% of Budget
Revenues			
Prepaid Assessments	\$ -	\$ 11,736,629	0.0%
Assessment Revenue	\$ 13,380,000	\$ 8,628,078	64.5%
Commercial Paper	\$ -	\$ -	0.0%
Town Owned Property Prepaid Assessments	\$ 2,797,291	\$ 2,797,291	100.0%
Interest on Assessment Escrow	\$ -	\$ 396,389	0.0%
Interest	\$ 512,000	\$ 1,499,428	292.9%
GO Bond Proceeds	\$ 60,500,000	\$ 60,499,897	100.0%
1 Cent Sales Tax	\$ 2,000,000	\$ 1,500,000	75.0%
FPL		\$ 450,246	0.0%
FEMA Grant	\$ 8,500,000	\$ -	0.0%
Other			
Kevin McGann - CO #9	\$ -	\$ 34,900	0.0%
Donations - Civic Association	\$ 49,250	\$ 49,250	100.0%
Transfer from (307) Fund CIP	\$ 760,200	\$ 760,200	100.0%
Transfer from (001) General Fund - PM Salary	\$ 409,450	\$ 265,000	64.7%
Total Project Revenues	\$ 88,908,191	\$ 88,617,308	99.7%

Underground Utility Project Budget
Phase 1 Project Costs
October 31, 2019

	Original OPC	Updated OPC	Budget	Actual	% Expended
Project Engineering					
Task 2.1 - Detailed Design North End	590,000		472,063	472,063	100.0%
Task 2.2 - Detailed Design South End	740,000		619,411	619,411	100.0%
Task 2.3 - Permitting Assistance			17,790	17,790	100.0%
Task 2.4 - Bid Phase Assistance			42,166	42,166	100.0%
Task 2.5 - Meetings - Design Phase			125,399	125,383	100.0%
Legal Sketch and Description - Easements			34,000	33,215	97.7%
Subtotal Design Phase	\$ 1,330,000	\$ 1,400,000	\$ 1,310,829	\$ 1,310,028	99.9%
Construction Costs					
Phase 1 North Construction					
Preconstruction			\$ 19,720	19,720	100.0%
Burkhardt Construction			\$ 3,598,144	3,598,144	100.0%
Street Light Conversion			\$ 26,273	40,934	155.8%
Change Order for AT&T and Comcast Conduit			\$ 371,201	371,201	100.0%
Other Change orders			\$ 130,415	130,415	100.0%
Utility Design Costs			\$ 15,595	15,595	100.0%
Utility Construction Costs (FPL, Comcast, AT&T)			\$ 476,776	483,548	101.4%
Construction Engineering (KH)			\$ 230,532	205,818	89.3%
	\$ 4,210,000	\$ 4,390,000	\$ 4,868,657	\$ 4,865,374	99.9%
Phase 1 South Construction					
Preconstruction			\$ 22,200	22,200	100.0%
Whiting Turner Construction			\$ 4,450,977	4,177,374	93.9%
Change Order for AT&T and Comcast Conduit			\$ 125,147	125,147	100.0%
Other Approved Change Orders			\$ 12,749	12,749	100.0%
Utility Design Costs			\$ 33,013	33,013	100.0%
Utility Construction Costs (FPL, Comcast, AT&T)			\$ 1,374,193	1,362,028	99.1%
Construction Engineering (KH)			\$ 283,880	272,915	96.1%
	\$ 6,800,000	\$ 6,830,000	\$ 6,302,159	\$ 6,005,425	95.3%
Easement Recording Fees			\$ 347	740	
Legal Costs/Easement Acquisition - Jones Foster	\$ 280,000	\$ 280,000	\$ 301,359	\$ 306,723	101.8%
Easement Abandonment					
Surveying			\$ 13,978		
Temp Service					
Total Phase 1 Costs	\$ 12,620,000	\$ 12,900,000	\$ 12,797,329	\$ 12,488,290	97.6%

Underground Utility Project Budget
Phase 2 Project Costs
October 31, 2019

	Original OPC	Updated OPC	Budget	Actual	% Expended
Phase 2 Design					
Kimley Horn					
Task 1.1 Phase 2 North Design	335,000	360,000	\$ 281,304	\$ 281,304	100.0%
Task 1.2 Phase 2 South Design	400,000	420,000	\$ 335,353	\$ 335,353	100.0%
Task 1.3 Permitting Assistance North and South			\$ 12,674	\$ 12,674	100.0%
Task 1.4 Bid Phase Assistance North and South			\$ 40,565	\$ 38,358	94.6%
Task 1.6 Meetings North and South			\$ 136,617	\$ 129,348	94.7%
Total Phase 2 Design	\$ 735,000	\$ 780,000	\$ 806,513	\$ 797,037	98.8%
Construction Costs					
Phase 2 North Construction					
Preconstruction			\$ 35,000	31,970	91.3%
Burkhardt Construction			\$ 4,015,865	3,522,215	87.7%
Approved Change Orders			\$ -	-	
FPL Design Cost			\$ 11,759	1,350	11.5%
ATT Design Cost			\$ 5,000	5,000	100.0%
Comcast Design Cost				\$ 4,582	
Utility Costs (FPL, Comcast, AT&T)			\$ 496,307	\$ 496,307	100.0%
FPL - Additional Vista Switches				\$ 54,938	
Street Light Conversion			\$ 19,186	\$ 19,186	100.0%
Construction Engineering (KH)			\$ 248,121	\$ 193,349	77.9%
Total Phase 2 North Construction	3,800,000	4,000,000	\$ 4,831,238	\$ 4,328,898	0.0%
Phase 2 South Construction	-				
Preconstruction			\$ 35,000	-	
Burkhardt Construction					
Approved Change Orders			\$ -		
FPL Design Cost			\$ 13,330	14,200	106.5%
ATT Design Cost			\$ 5,000	5,000	100.0%
Comcast Design Cost				\$ 4,582	
Utility Costs (FPL, Comcast, AT&T)				\$ 123,948	
Street Light Conversion				\$ 19,268	
Construction Engineering (KH)	-				
Total Phase 2 South Construction	4,435,000	4,730,000	\$ 53,330	\$ 166,998	313.1%
Easement Acquisition/Abandonment	200,000	200,000			
<i>Kimley Horn Easement Assistance</i>					
Task 1.5 Easement Assistance North			\$ 64,936	\$ 64,715	99.7%
Task 1.5 Easement Assistance South			\$ 77,466	\$ 76,456	98.7%
<i>Surveys</i>					
Task 1.7 Legal Sketch North			\$ 14,020	\$ 14,020	100.0%
Task 1.7 Legal Sketch South			\$ 16,725	\$ 16,633	99.5%
Advertising				\$ 1,101	
Jones Foster - Legal			\$ 25,000	\$ 20,045	80.2%
Postage			\$ -	\$ 491	
Recording Costs			\$ 3,605	\$ 2,629	72.9%
Easement Abandonment			\$ 15,484	-	0.0%
Total Easement Acquisition Costs	200,000	200,000	\$ 217,236	\$ 196,090	90.3%
Total Phase 2 Costs	\$ 9,170,000	\$ 9,710,000	\$ 5,908,316	\$ 5,489,023	92.9%

Underground Utility Project Budget
Phase 3 Project Costs
October 31, 2019

	Original OPC	Updated OPC	Budget	Actual	% Expended
Phase 3 Design					
Kimley Horn					
Task 1.1 Phase 3 North Design	\$ 325,000	\$ 350,000	\$ 288,851	\$ 280,189	97.0%
Task 1.2 Phase 3 South Design	\$ 535,000	\$ 580,000	\$ 503,260	\$ 379,332	75.4%
Task 1.3 Permitting Assistance			\$ 13,739		0.0%
Task 1.4 Bid Phase Assistance			\$ 36,834	\$ 18,417	50.0%
Task 1.5 Meetings			\$ 101,652	\$ 38,845	38.2%
Deductive Change Order (Scope Change)			\$ (49,840)		0.0%
Total Phase 3 Design	\$ 860,000	\$ 930,000	\$ 894,496	\$ 716,782	80.1%
Construction Costs					
Phase 3 North Construction	\$ 3,700,000	\$ 3,850,000			
Preconstruction			\$ 24,580	\$ 24,580	100.0%
Construction - Burkhardt			\$ 4,042,171	\$ 70,046	1.7%
Approved Change Orders					
FPL Design Cost			\$ 12,850		0.0%
ATT Design Cost				\$ 5,000	
Comcast Design Cost				\$ 3,128	
Construction Engineering (KH)			\$ 236,976	\$ 6,197	2.6%
Daniella Construction - Nightingale/LaPuerta - Townwide portion			\$ 243,470	\$ 243,470	100.0%
FPL Nightingale/LaPuerta - Townwide Portion			\$ 74,900	\$ 74,900	100.0%
Comcast Nightingale/LaPuerta - Townwide Portion			\$ 8,885	\$ 8,885	100.0%
AT&T Nightingale/LaPuerta Townwide Portion			\$ 30,555	\$ 30,555	100.0%
Total Phase 3 North Construction	\$ 3,700,000	\$ 3,850,000	\$ 4,674,387	\$ 466,760	10.0%
Phase 3 South Construction	\$ 6,090,000	\$ 6,320,000			
Preconstruction					
Construction					
Approved Change Orders					
FPL Design Cost			\$ 11,359		
ATT Design Cost				5,000	
Comcast Design Cost				3,128	
Construction Engineering (KH)					
Total Phase 3 South Construction	\$ 6,090,000	\$ 6,320,000	\$ 11,359	\$ 8,128	0.0%
Easement Acquisition/Abandonment	\$ 260,000	\$ 260,000			
<i>Kimley Horn Easement Assistance</i>					
Task 1 Easement Assistance North and South			\$ 235,953	\$ 223,875	94.9%
Legal Advertising				\$ 1,076	
<i>Surveys</i>					
Task Legal Sketch South			\$ 37,436		
Jones Foster - Legal			\$ 25,000		
Recording Costs				\$ 2,541	
Easement Abandonment			\$ 28,387	\$ -	
Total Easement Acquisition Costs	\$ 260,000	\$ 260,000	\$ 326,776	\$ 227,493	69.6%
Total Phase 3 Costs	\$ 10,910,000	\$ 11,360,000	\$ 5,907,018	\$ 1,419,164	24.0%

Underground Utility Project Budget
Phase 4 Project Costs
October 31, 2019

	Original OPC	Updated OPC	Budget	Actual	% Expended
Phase 4 Design					
Kimley Horn					
Task 1.1 Phase 4 North Design	\$ 402,000	\$ 435,000	\$ 312,317	215,499	69.0%
Task 1.2 Phase 4 South Design	\$ 413,000	\$ 435,000	\$ 451,284	203,078	45.0%
Task 1.3 Permitting Assistance			\$ 14,468	-	0.0%
Task 1.4 Bid Phase Assistance			\$ 37,899	-	0.0%
Task 1.6 Meetings			\$ 77,911	13,420	17.2%
Total Phase 4 Design	\$ 815,000	\$ 870,000	\$ 893,879	431,997	48.3%
Construction Costs					
Phase 4 North Construction	4,605,000	4,820,000			
Preconstruction					
Construction					
Approved Change Orders					
FPL Design Cost			\$ 12,757		
ATT Design Cost				5,000	
Comcast Design Cost				3,128	
Utility Costs (FPL, Comcast, AT&T)					
Construction Engineering (KH)					
Total Phase 4 North Construction	\$ 4,605,000	\$ 4,820,000	\$ 12,757	8,128	0.0%
Phase 4 South Construction	4,710,000	4,980,000			
Preconstruction					
Construction					
Approved Change Orders					
FPL Design Cost			\$ 13,160		
ATT Design Cost				5,000	
Comcast Design Cost				3,128	
Utility Costs (FPL, Comcast, AT&T)					
Construction Engineering (KH)					
Total Phase 4 South Construction	\$ 4,710,000	\$ 4,980,000	\$ 13,160	8,128	0.0%
Easement Acquisition/Abandonment	\$ 240,000	\$ 240,000			
<i>Kimley Horn Easement Assistance</i>					
Easement Assistance (KH)			\$ 280,270	115,987	41.4%
Easement Assistance (KH) -- Switches			\$ 62,780	49	0.1%
<i>Surveys</i>					
Legal Sketch			\$ 38,230	2,250	5.9%
Legal Sketch - Switches			\$ 4,967		
Jones Foster - Legal					
Recording Costs				319	
Easement Abandonment			\$ 24,086		
Total Easement Acquisition Costs	\$ 240,000	\$ 240,000	\$ 410,333	118,606	28.9%
Total Phase 4 Costs	\$ 10,370,000	\$ 10,910,000	\$ 1,330,129	566,858	42.6%

Underground Utility Project Budget
Phase 5 Project Costs
October 31, 2019

	Original OPC	Updated OPC	Budget	Actual	% Expended
Phase 5 (\$8.5 Million FEMA Grant Offset)					
Kimley Horn					
Task 1.1 Phase 5 North Design	\$ 520,000	\$ 560,000	\$ 454,210	\$ 140,805	31.0%
Task 1.2 Phase 5 South Design	\$ 600,000	\$ 640,000	\$ 606,951	\$ 188,155	31.0%
Task 1.3 Permitting Assistance North					0.0%
Task 1.3 Permitting Assistance South			\$ 17,100		0.0%
Task 1.4 Bid Phase Assistance North			\$ 37,899		0.0%
Task 1.4 Bid Phase Assistance South					0.0%
Task 1.6 Meetings North			\$ 77,911	\$ 5,752	7.4%
Task 1.6 Meetings South					0.0%
Total Phase 5 Design	\$ 1,120,000	\$ 1,200,000	\$ 1,194,071	\$ 334,712	28.0%
Construction Costs					
Phase 5 North Construction	\$ 5,890,000	\$ 6,200,000			
Preconstruction					
Construction					
Utility Costs (FPL, Comcast, AT&T)					
FPL Design Costs			\$ 16,223	16,223	100.0%
Construction Engineering (KH)					
Total Phase 5 North Construction	\$ 5,890,000	\$ 6,200,000	\$ 16,223	\$ 16,223	0.0%
Phase 5 South Construction	\$ 6,750,000	\$ 7,120,000			
Preconstruction					
Construction					
Utility Costs (FPL, Comcast, AT&T)					
FPL Design Costs			\$ 19,283	19,283	100.0%
Construction Engineering (KH)					
Total Phase 5 South Construction	\$ 6,750,000	\$ 7,120,000	\$ 19,283	\$ 19,283	100.0%
Easement Acquisition/Abandonment	\$ 330,000	\$ 330,000			
<i>Kimley Horn Easement Assistance</i>					
Easement Assistance			\$ 218,600	\$ 2,150	1.0%
Easement Assistance			\$ 75,696	\$ 250	0.3%
<i>Surveys</i>					
Legal Sketch			\$ 41,080		
Jones Foster - Legal					
Recording Costs				\$ 111	
Easement Abandonment			\$ 29,462	\$ -	
Total Easement Acquisition Costs	\$ 330,000	\$ 330,000	\$ 364,838	\$ 2,511	0.7%
Fema Grant					
Total Phase 5 Costs	\$14,090,000	\$14,850,000	\$ 1,594,415	\$ 372,729	23.4%

Underground Utility Project Budget
Phase 6 Project Costs
October 31, 2019

	OPC	Updated OPC	Budget	Actual	% Expended
Phase 6 Design					
Kimley Horn					
Task 1.1 Phase 6 North Design	\$ 420,000	\$ 455,000	\$ 475,019		0.0%
Task 1.2 Phase 6 South Design	\$ 940,000	\$ 985,000	\$ 826,551		0.0%
Task 1.3 Permitting Assistance North					0.0%
Task 1.3 Permitting Assistance South			\$ 17,694		0.0%
Task 1.4 Bid Phase Assistance North			\$ 35,938		0.0%
Task 1.4 Bid Phase Assistance South					0.0%
Task 1.6 Meetings North			\$ 84,791		0.0%
Total Phase 6 Design	\$ 1,360,000	\$ 1,440,000	\$ 1,439,993	\$ -	0.0%
Utility and Construction Costs					
Phase 6 North Construction	\$ 4,790,000	\$ 5,030,000			
Preconstruction					
Construction					
Approved Change Orders					
FPL Design Cost					
ATT Design Cost					
Comcast Design Cost					
Utility Costs (FPL, Comcast, AT&T)					
Construction Engineering (KH)					
Total Phase 6 North Construction	\$ 4,790,000	\$ 5,030,000	\$ -	\$ -	0.0%
Phase 6 South Construction	\$ 10,270,000	\$ 10,820,000			
Preconstruction					
Construction					
Approved Change Orders					
FPL Design Cost					
ATT Design Cost					
Comcast Design Cost					
Utility Costs (FPL, Comcast, AT&T)					
Construction Engineering (KH)					
Total Phase 6 South Construction	\$ 10,270,000	\$ 10,820,000	\$ -	\$ -	0.0%
Easement Acquisition/Abandonment	\$ 400,000	\$ 400,000			
<i>Kimley Horn Easement Assistance</i>					
Easement Assistance			\$ 351,594		
<i>Surveys</i>					
Legal Sketch			\$ 58,415		
Jones Foster - Legal					
Recording Costs					
Easement Abandonment			\$ 36,344	\$ -	
Total Easement Acquisition Costs	\$ 400,000	\$ 400,000	\$ 446,353	\$ -	0.0%
Total Phase 6 Costs	\$ 16,820,000	\$ 17,690,000	\$ 1,886,346	\$ -	0.0%

Underground Utility Project Budget
Other Project Costs
October 31, 2019

Master Plan	Budget	Actual	% Expended
Task 1.1 - Data Collection & GIS Base Mapping	\$ 88,021	\$ 88,021	100.0%
Tash 1.1a Data Collection for Future Communications	\$ 23,511	\$ 23,511	100.0%
Task 1.2 - Conceptual Design and Master Plan	\$ 161,756	\$ 161,756	100.0%
Task 1.3 - Project Sequencing and Phasing	\$ 31,244	\$ 31,244	100.0%
Task 1.4 - Assessment of Traffic Impacts	\$ 77,660	\$ 77,660	100.0%
Task 1.5 - Project Delivery Methods	\$ 17,448	\$ 17,448	100.0%
Task 1.6 - Master Plan Document	\$ 45,053	\$ 45,053	100.0%
Task 1.7 - Meetings Master Planning Phase	\$ 113,135	\$ 113,123	100.0%
Task 1.8 - Master Plan Second Half	\$ 40,067	\$ 40,067	100.0%
Subtotal Master Planning	\$ 597,895	\$ 597,883	100.0%
Comcast Preplanning - Master Plan		\$ 12,015	
Community Outreach	\$ 282,519	\$ 206,046	72.9%
Peer Review Study - Patterson & Dewar (\$50,000 Offsetting Revenue)	\$ 100,000	\$ 100,000	100.0%
Total Other Project Costs	\$ 980,414	\$ 915,944	93.4%

Debt Service and Related Debt Issuance Costs

	Budget	Actual	% Expended
Commercial Paper Issuance Cost		\$ 195,366	
Commercial Paper Fees		\$ 52,252	
Commercial Paper Interest		\$ 243,096	
GO Bond Closing Costs		\$ 487,471	
GO Bond Debt Service	\$ 2,700,000	\$ 2,454,281	90.9%
Total Debt Service and Related Debt Issuance Costs	\$ 2,700,000	\$ 3,432,464	127.1%

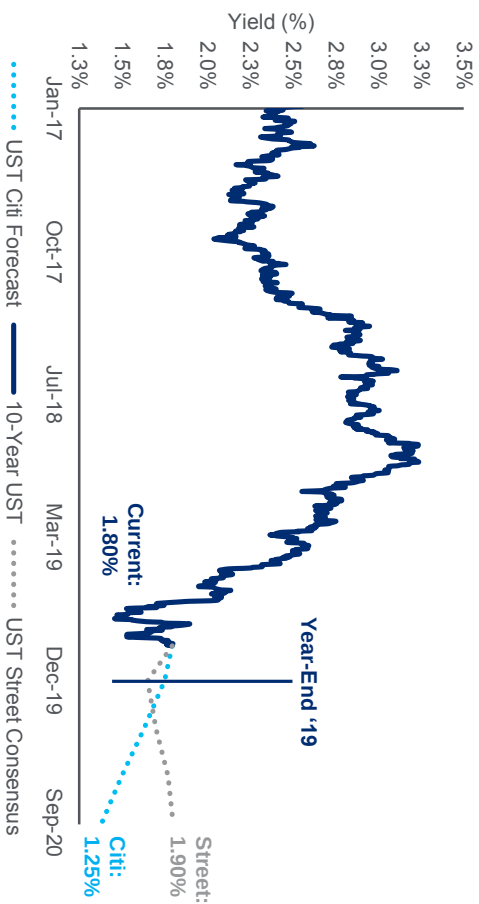
Related Costs Outside of the Underground Project Budget

	Budget	Actual	% Expended
Costs paid from (307) Fund CIP			
Underground City of Lake Worth Section			
Project Design	\$ 25,231	\$ 24,430	96.8%
Project Construction	\$ 351,081	\$ 346,124	98.6%
Project Construction Engineering	\$ 11,607	\$ 12,849	110.7%
Utility Cost (FPL, Comcast, AT&T)	\$ 134,333	\$ 127,531	94.9%
Project Meeting Attendance	\$ 3,334	\$ 2,914	87.4%
Total Lake Worth Section	\$ 525,586	\$ 513,847	97.8%
Ibis Way PGD Improvements	\$ 14,583	\$ 14,583	100.0%
General Fund Costs			
Goldmacher v TPB Legal and Other Costs		\$ 183,701	
Kosberg v TPB Legal and Other Costs		\$ 516,238	
PBT Real Estate v TPB		\$ 159,182	
Gardner, Bist Bowden, Bush (Shef Wright)		\$ 24,799	
Temp Services - Easement acquisition	\$ 40,000	\$ 23,901	
Project Manager -Pay and benefits	\$ 315,000	\$ 310,416	98.5%
Telecommunications Consultant	\$ 89,000	\$ 83,210	93.5%
Peter Brandt (Contract Negotiations)	\$ 35,000	\$ 23,735	67.8%
Total Related Costs Outside of the Budget	\$ 1,019,169	\$ 1,853,611	181.9%

U.S. Rate Forecasts

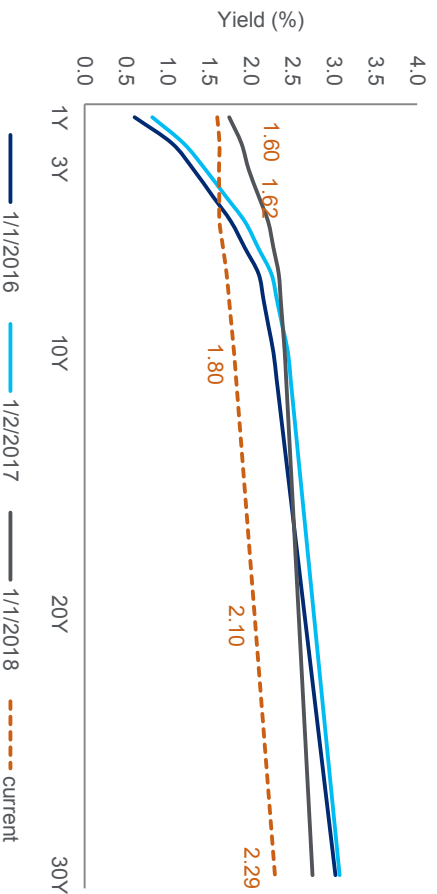
10-Year Treasury Yield Forecast

Citi and the street is forecasting a steady rate environment for the remainder of the year, with diverging rate forecasts in 2020



US Treasury Yield Curve

The yield curve remains inverted, but has steepened over the last week



Rate Forecasts

5-Year Treasury		Current	4Q19	1Q20	2Q20	3Q20	4Q20	1Q21
Citi's Forecast		1.59%	1.50%	1.33%	1.15%	0.98%	0.80%	0.80%
Economists' Consensus		1.59%	1.50%	1.55%	1.62%	1.70%	1.70%	1.82%

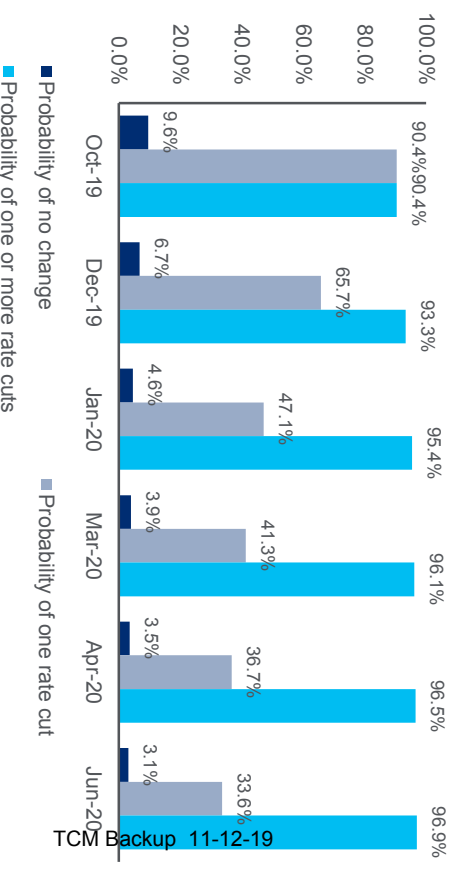
10-Year Treasury		Current	4Q19	1Q20	2Q20	3Q20	4Q20	1Q21
Citi's Forecast		1.76%	1.75%	1.63%	1.50%	1.38%	1.25%	1.25%
Economists' Consensus		1.76%	1.65%	1.70%	1.77%	1.80%	1.90%	1.95%

30-Year Treasury		Current	4Q19	1Q20	2Q20	3Q20	4Q20	1Q21
Citi's Forecast		2.22%	2.25%	2.13%	2.00%	1.88%	1.75%	1.75%
Economists' Consensus		2.22%	2.10%	2.12%	2.20%	2.25%	2.25%	2.35%

Fed Funds		Current	4Q19	1Q20	2Q20	3Q20	4Q20	1Q21
Citi's Forecast		2.00%	1.75%	1.75%	1.75%	1.75%	1.75%	1.75%
Economists' Consensus		2.00%	1.75%	1.75%	1.63%	1.50%	1.50%	1.50%

Expectations of Fed Change in Interest Rates (Market View)

Investors currently anticipate a 90.4% chance the Fed will cut rates at its October 30 meeting, up from 86.3% last week



Information for Town Council Meeting on November 12, 2019

TO: Mayor and Town Council

VIA: Kirk W. Blouin, Town Manager

VIA: Jane Le Clainche, CPA, Director of Finance

FROM: Dean Mealy, II CPPO Town Purchasing Manager

RE: Resolution Approving a Purchase Order for Construction Phase Engineering Services for the Town-wide Utility Undergrounding Phase 2 South to Kimley-Horn & Associates, Inc. in the Amount of \$282,973, and Establishing a Construction Phase Engineering Services Budget of \$325,418 from the Town-Wide Undergrounding of Utilities Fund; **Resolution No. 140-2019**

DATE: 31 October 2019

STAFF RECOMMENDATION

Staff recommends Town Council approve Resolution No. 140-2019, approving a purchase order for Construction Phase Engineering Services to Kimley-Horn & Associates, Inc., for the Town-wide Overhead Utility Undergrounding Phase 2 South in the amount of \$325,418.

SUMMARY EXPLANATION/BACKGROUND

RFQ No. 2018-04 was issued on October 29, 2017 for Construction Manager at Risk for Phase 2 South. The Town and top ranked proposer, Whiting-Turner Contracting Company could not come to an agreement to move forward. On September 13, 2018, the recommendation was made to Town Council to accept the Withdrawal of the Whiting-Turner Contractor Company Proposal.

RFQ No. 2019-03 was issued on October 14, 2018. Kaufman Lynn Construction had been selected as Construction Manager at Risk (CMAR). Unfortunately, the Town and Kaufman Lynn Construction could not reach agreement during the GMP phase, in part to the proposed GMP submitted by Kaufman Lynn Construction. On July 25, 2019, a recommendation was made to Town Council to reject the GMP Proposal from Kaufman Lynn. At this time, consideration was given to move forward with the second ranked proposer, Burkhardt Construction Incorporated.

The Town had successful GMP negotiations with Burkhardt Construction Incorporated (BCI) in October 2019. As such, the Construction Phase Services Purchase Order is required to support the award of BCI to begin the work of Phase 2 South.

BCI has presented a GMP to be considered for award in an accompanying Town Council item.

Purchasing and Town Engineering Staff have negotiated a Construction Phase Engineering Service

Contract with Kimley-Horn & Associates, Inc. in the amount of \$325,418.

The Construction Phase Engineering Services will include meeting attendance, plan updates, shop drawing reviews, site visits, maintaining daily reports, progress photos, construction invoice oversight, and certification on final project construction according to design.

FISCAL IMPACT/FUNDING SOURCE

The funding will be from the Underground Utility Fund for the Town-wide undergrounding work.

USER DEPARTMENT CONCURRENCE

Public Works is in full concurrence with this recommendation.

DUE DILIGENCE

Due Diligence was conducted to determine vendor responsibility, including corporate status and that there are no performance and compliance issues. The review included conducting market research.

TOWN ATTORNEY REVIEW

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

CC: Jay Boodheshwar, Deputy Town Manager
Paul Brazil, Director of Public Works
Patricia Strayer, Town Engineer
Steve Stern, Project Manager
Duke Basha, Assistant Purchasing Manager

RESOLUTION NO. 140-2019

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF
PALM BEACH, PALM BEACH COUNTY, FLORIDA,
APPROVING A PURCHASE ORDER TO KIMLEY-HORN AND
ASSOCIATES, INC. FOR CONSTRUCTION PHASE
ENGINEERING SERVICES FOR TOWN-WIDE UTILITY
UNDERGROUNDING PHASE 2 SOUTH, AND ESTABLISHING
A CONSTRUCTION PHASE ENGINEERING BUDGET OF
\$325,418.**

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

Section 1. The Town Council of the Town of Palm Beach hereby approves Resolution 140-2019 approving a purchase order to Kimley-Horn & Associates, Inc. for Construction Phase Engineering Services for the Town-wide Overhead Utility Undergrounding Phase 2 South and establishing a Construction Phase Engineering Budget in the amount of \$325,418.

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

PASSED AND ADOPTED in a regular, adjourned session of the Town Council of the Town of Palm Beach assembled this 12th day of November 2019.

Gail L. Coniglio, Mayor

ATTEST:

Kathleen Dominguez, Town Clerk



July 19, 2019

Dean Mealy, II CPPO
Town of Palm Beach – Purchasing Division
951 Okeechobee Road, Suite 'D'
West Palm Beach, FL 33401

RE: *Town-Wide Undergrounding of Utilities Program: Phase 2 South Construction Phase Services*

Dear Dean,

The Kimley-Horn and Associates, Inc. team (Kimley-Horn) is pleased to submit this proposal to the Town of Palm Beach ("TOWN") for providing engineering services related to the Phase 2 South construction phase for the Town-Wide Undergrounding of Utilities Program. Our project understanding, scope of services, schedule, and fee follow.

Project Understanding

The design phase of Phase 2 South is nearing completion and the Town's Construction Manager is currently preparing the Guaranteed Maximum Price. The Town has requested that Kimley-Horn perform construction phase engineering services to support the Town during the construction of the undergrounding.

It is understood that work is anticipated to begin in September 2019. This sub-phase is located between Via Agape and Vita Serena.

It is understood that FPL, AT&T, and Comcast all have facilities on utility poles to varying degrees. These poles are generally located in rear-lot easements or in the public right-of-way. New underground infrastructure will be installed within the road rights-of-way and in new front-lot easements. Once the new facilities have been installed, activated, and the services cut over, the rear-lot poles and wires will be removed.

Based on this understanding, our detailed scope of services is provided below.

Scope of Services

Kimley-Horn will perform the following services during construction. A more detailed description of each of the bulleted services follows later in this proposal.

- Pre-Construction Meeting attendance
- Bi-weekly progress meeting attendance for the 24-month construction duration (up to 52 meetings)
- Utility coordination meeting attendance (FPL, AT&T, Comcast, FPU) during the construction duration (up to 4 meetings)

- Visits to the site including field reports and photographs (approximately 2-3 times per week during conduit/equipment installation and 1-2 times per week during demolition, up to 208 visits)
- Clarifications and interpretations
- Recommendations with respect to defective work
- Shop drawing review
- Payment application and change order review
- Review of proposed substitutions
- Review of testing lab reports
- Record drawing review
- Substantial completion walk-through and punch list development
- Final acceptance walk-through and applicable permit certifications

The following is a more detailed description of the services that will be performed.

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

Visits to Site and Observation of Construction. Kimley-Horn will make the limited number of visits as described above in order to observe the progress of the Work. Such visits and observations by Kimley-Horn are not intended to be exhaustive or to extend to every aspect of Contractor's work. Observations are to be limited to spot checking, selective measurement, and similar methods of general observation. Based on information obtained during such visits, Kimley-Horn will evaluate whether Contractor's work is generally proceeding in accordance with the Contract Documents, and Kimley-Horn will keep the Town informed of the general progress of the Work.

Kimley-Horn shall not, during such visits or as a result of such observations, supervise, direct, or have control over Contractor's work, nor shall Kimley-Horn have authority over or responsibility for the means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction selected by Contractor, for safety precautions and programs incident to Contractor's work, nor for any failure of Contractor to comply with applicable laws and regulations. Kimley-Horn neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

Recommendations with Respect to Defective Work. Kimley-Horn will recommend to the Town that Contractor's work be disapproved and rejected while it is in progress if, on the basis of such observations, Kimley-Horn believes that such work will not produce a completed Project that conforms generally to Contract Documents.

Clarifications and Interpretations. Kimley-Horn will respond to reasonable and appropriate Contractor requests for information and issue necessary clarifications and interpretations of the Contract Documents to the Town as appropriate to the orderly completion of Contractor's work. Any orders authorizing variations from the Contract Documents will be made by the Town.

Change Orders. Kimley-Horn may recommend Change Orders to the Town, and will review and make recommendations related to Change Orders submitted or proposed by the Contractor.

Shop Drawings and Samples. Kimley-Horn will review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction or to related safety precautions and programs.

Inspections and Tests. Kimley-Horn may require special inspections or tests of Contractor's work as Kimley-Horn deems appropriate, and may receive and review certificates of inspections within Kimley-Horn's area of responsibility or of tests and approvals required by laws and regulations or the Contract Documents. Kimley-Horn's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. Kimley-Horn shall be entitled to rely on the results of such tests and the facts being certified.

Disagreements between Town and Contractor. Kimley-Horn will, if requested by the Town, render written decision on all claims of the Town and Contractor relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the progress of Contractor's work. In rendering such decisions, Kimley-Horn shall be fair and not show partiality to the Town or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.

Applications for Payment. Based on its observations and on review of applications for payment and accompanying supporting documentation, Kimley-Horn will determine the amounts that Kimley-Horn recommends Contractor be paid. Such recommendations will be based on Kimley-Horn's knowledge, information and belief, and will state whether in Kimley-Horn's opinion Contractor's work has progressed to the point indicated, subject to any qualifications stated in the recommendation. In the case of unit price work, Kimley-Horn's recommendations of payment will include determinations of quantities and classifications of Contractor's work, based on observations and measurements of quantities provided with pay requests. Kimley-Horn's recommendations will not be a representation that its observations to check Contractor's work have been exhaustive, extended to every aspect of Contractor's work, or involved detailed inspections.

Substantial Completion. Kimley-Horn will, promptly after notice from Contractor that it considers the entire Work ready for its intended use, in company with the Town and Contractor, conduct a site visit to determine if the Work is substantially complete. Work will be considered substantially complete following satisfactory completion of all items with the exception of those identified on a final punch list. If after considering any objections of the Town, Kimley-Horn considers the Work substantially complete, Kimley-Horn will notify the Town and Contractor.

Final Notice of Acceptability of the Work. Kimley-Horn will conduct a final site visit with the Town to determine if the completed Work of Contractor is generally in accordance with the Contract Documents and the final punch list so that Kimley-Horn may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Kimley-Horn shall also provide a notice that the Work is generally in accordance with the Contract Documents to the best of Kimley-Horn's knowledge, information, and belief based on the extent of its services and based upon information provided to Kimley-Horn upon which it is entitled to rely. If the work is found to be in general accordance with the Contract Documents, Kimley-Horn will also prepare and submit applicable permit certifications for those permits that were issued for the project.

Additional Services

Any services not specifically provided for in the above scope, as well as any changes in the scope requested by the Town or extensions to the project schedule noted below, will be considered additional services and will be performed based on proposals approved prior to performance of the additional services.

Information and Services Provided by the Town

The following information and services shall be provided to Kimley-Horn by the Town:

- Access to the project areas

Schedule

Kimley-Horn will perform the scope of services above as expeditiously as practical to meet a mutually agreed upon schedule. It is anticipated that services will begin in September 2019. Construction is expected to be complete in August 2021 per the Construction Manager's proposed schedule. Fees for engineering services are based on these durations. Services performed beyond these durations will be considered additional services.

Fee and Billing

Kimley-Horn will perform the scope of services, excluding meetings, for the total lump sum fee listed below. All permitting, application, and similar project fees will be paid directly by the Client. Lump sum fee will be invoiced monthly based upon the overall percentage of services performed.

Construction Phase Services	\$222,577
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Kimley-Horn will attend meetings on a labor fee plus expense basis with the estimated labor and expense fee shown below. Kimley-Horn will not exceed the total maximum labor and expense fee shown without authorization from the Client.

Meetings [Construction Phase]	\$60,396
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Closure

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the terms and conditions in the Master Professional Services Agreement between the Town of Palm Beach and Kimley-Horn and Associates, Inc., Professional Engineering Services for the Town-Wide Undergrounding of Utilities Program RFQ No. 2016-07, which are incorporated by reference. As used in the Agreement, the term "CONSULTANT" shall refer to Kimley-Horn and Associates, Inc., and the term "TOWN" shall refer to The Town of Palm Beach.

If you concur in all the foregoing and wish to direct us to proceed with the services, please notify us by providing a purchase order for the scope and fee described above.

We appreciate the opportunity to provide these services to you. Please contact me at (561) 840-0820 or kevin.schanen@kimley-horn.com should you have any questions.

Sincerely,
KIMLEY-HORN AND ASSOCIATES, INC.



By: Kevin Schanen, P.E.
Senior Vice President

Information for Town Council Meeting on November 12, 2019

TO: Mayor and Town Council

VIA: Kirk W. Blouin, Town Manager

VIA: Jane Le Clainche, CPA, Director of Finance

FROM: Dean Mealy, II CPPO Town Purchasing Manager

RE: Resolution Approving the Award of Construction Manager at Risk Contract to Burkhardt Construction Incorporated for Town-wide Utility Undergrounding Phase 2 South in the Amount of \$6,494,596, and Establishing a Project Budget of \$6,694,596; **Resolution No. 141-2019**

DATE: 31 October 2019

STAFF RECOMMENDATION

Staff recommends the approval the Award of Construction Manager at Risk Contract to Burkhardt Construction Incorporated for Town-wide Utility Undergrounding Phase 2 South in the Amount of \$6,494,596, and Establishing a Project Budget of \$6,694,596.

SUMMARY EXPLANATION/BACKGROUND

RFQ No. 2018-04 was issued on October 29, 2017 for Construction Manager at Risk for Phase 2 South. The Town and top ranked proposer, Whiting-Turner Contracting Company could not come to an agreement to move forward. On September 13, 2018, the recommendation was made to Town Council to accept the Withdrawal of the Whiting-Turner Contractor Company Proposal.

RFQ No. 2019-03 was issued on October 14, 2018. Kaufman Lynn Construction had been selected as Construction Manager at Risk (CMAR). Unfortunately, the Town and Kaufman Lynn Construction could not reach agreement during the GMP phase, in part to the proposed GMP submitted by Kaufman Lynn Construction. On July 25, 2019, a recommendation was made to Town Council to reject the GMP Proposal from Kaufman Lynn. At this time, consideration was given to move forward with the second ranked proposer, Burkhardt Construction Incorporated.

The Town had successful GMP negotiations with Burkhardt Construction Incorporated (BCI) in October 2019.

A summary of the major components is provided as follows:

Direct Construction Costs	\$ 4,751,231
General Conditions	\$ 562,614
Project Management	\$ 813,150
Profit	\$ 367,600
Guaranteed Maximum Price:	\$ 6,494,596

The GMP was negotiated with Burkhardt and reflects a cost savings of \$1,049,743 from the GMP submitted by Kaufman Lynn and a cost savings of \$15,823 from the GMP submitted by Whiting Turner.

Kimley-Horn and Associates provided the following review of the revised GMP as follows:

- The GMP amount of \$6,494,596 submitted by BCI is less than the \$6,570,000 updated opinion of cost by Kimley-Horn and Associates.
- The GMP amount of \$6,494,596 submitted by BCI brings the anticipated total cost of Phase 2 South to \$7.76M versus a \$5.35M updated master plan opinion of cost. The larger than anticipated difference can be mostly attributed to differences in the final design for the area versus how the master plan OPC was developed. The master plan OPC relied on average historical costs per linear foot of overhead lines converted since the quantity of overhead lines to be converted was known at the time of the master plan effort. Phase 2 South is a rather unique area with multiple segments of overhead infrastructure that is non-contiguous. In order to convert these non-contiguous segments of overhead infrastructure, a larger than typical quantity of underground conduit was necessary for both power and communications. In other words, a large amount of conduit and wire was required to create the necessary connections to convert a relatively small amount of overhead infrastructure as compared to other phases in the Town.
- Larger and longer than average power and communication service runs to the homes also contributed to the overrun due to the size of the homes and lots in this phase area as compared to other phases.
- Additional paving restoration requirements and required boring depths that are being driven by FDOT permit conditions also had an impact on costs.
- While a smaller component of the whole, the difference can also be attributed to unanticipated impacts including market conditions that have yielded construction costs that have outpaced inflation estimates, agreed-upon easement locations not being in the most cost-efficient locations, and elimination of AT&T cable subsidies that were included in the updated master plan OPC.

FISCAL IMPACT/FUNDING SOURCE

The funding source is the Town-wide Utility Undergrounding Fund.

USER DEPARTMENT CONCURRENCE

Public Works is in full concurrence with this recommendation.

DUE DILIGENCE

Due Diligence was conducted to determine vendor responsibility, including corporate status and that there are no performance and compliance issues. The review included conducting market research.

TOWN ATTORNEY REVIEW

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

CC: Jay Boodheshwar, Deputy Town Manager
Paul Brazil, Director of Public Works
Patricia Strayer, Town Engineer
Duke Basha, Assistant Purchasing Manager

RESOLUTION NO. 141-2019

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF
PALM BEACH, PALM BEACH COUNTY, FLORIDA,
APPROVING THE AWARD OF CONSTRUCTION MANAGER
AT RISK TO BURKHARDT CONSTRUCTION
INCORPORATED FOR TOWN-WIDE UTILITY
UNDERGROUNDING PHASE 2 SOUTH IN THE AMOUNT OF
\$6,494,596 AND ESTABLISHING A PROJECT BUDGET OF
\$6,694,596.**

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

Section 1. The Town Council of the Town of Palm Beach hereby approves Resolution No. 141-2019, approving the Award of Construction Manager at Risk Contract to Burkhardt Construction Incorporated for Town-wide Utility Undergrounding Phase 2 South in the Amount of \$6,494,596, and Establishing a Project Budget of \$6,694,596.

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

PASSED AND ADOPTED in a regular, adjourned session of the Town Council of the Town of Palm Beach assembled this 12th day of November 2019.

Gail L. Coniglio, Mayor

ATTEST:

Kathleen Dominguez, Town Clerk

Vincent G. Burkhardt
President



October 25, 2019

Re: GMP Negotiation Meeting Re-Cap

The following is a re-cap of the discussions that took place at today's GMP negotiation meeting for the Town of Palm Beach Phase 2 South Overhead Utility Undergrounding project.

MEETING ATTENDANCE:

- Patricia Strayer – Town of Palm Beach (TOPB)
- Paul Brazil – Town of Palm Beach (TOPB)
- Dean Mealy – Town of Palm Beach (TOPB)
- Steve Stern – Town of Palm Beach (TOPB)
- Kevin Schanen – Kimley-Horn (KH)
- Scott Rosslow – Mock, Roos & Assoc., Inc. (MRI)
- Tony Sabatino – Burkhardt Construction, Inc. (BCI)
- Marc Kleisley – Burkhardt Construction, Inc. (BCI)

ITEMS DISCUSSED:

General Conditions

1. KH noted that BCI did not include permit fees but asked if we included filing for the Town's R/O/W permit and Coordination of FDOT permits? *BCI - Yes.*
2. KH asked about the cost of the videotaping. *BCI explained the footage and cost was relevant to Phase 3 North.* TOPB asked if it was a pass through. *BCI - No.*
3. TOPB noted that Bond Premium and Insurance Premiums shown in the GMP will be paid based on the actual invoice provided. BCI must include a copy of the invoices in the pay application. *BCI acknowledged task responsibility.*
4. KH asked about the surveying proposal from Engenuity. *Please see included proposal.*

Construction Phase Management fee

1. Town stated they were "ok" with the management fees and hours allotted. They asked who would be the liaison.

The management team is:

- *Project Principal – Marc Kleisley*
- *Senior Project Manager – Tony Sabatino*
- *Assistant Project Manager – Hemant Tank*
- *Construction Field Manager – Brad Powers*
- *Resident Liaison – Kevin Brennen*

Exceptions and Clarifications

1. KH wanted to confirm that BCI was aware of coordination with FDOT/S Ocean Blvd. Bridge Contractor along with coordination with the Secret Service when the President is in town. *BCI will cooperate fully and coordinate with both parties with assistance from the Town and Kimley-Horn.*
2. **#18** under **General**. the Town requested that BCI confirm receipt of all FPL materials, that Wilco can stage all materials accordingly and that a storage container is not necessary. *BCI has confirmed with Wilco that they can handle all the materials at either their properties or at Phipps Ocean Park. A storage container is not necessary.*
3. **#3** under **General**. TOPB requested to correct the wording to match what was stated in Phase 3 – North. *BCI – please see attached revised GMP.*
4. **#3** under **Franchise Utilities**. KH wanted BCI to confirm that "no fee" means no general conditions or management fee. *BCI – that is correct.*

Revisions need to take place and the revised GMP needs to be provided to the Town by on 10/25/19.

Fee Breakdown

Townwide Overhead Utility Undergrounding Phase 2 South Town of Palm Beach, FL

Engenuity Group Project No. 18139.01

1	Horiz & Vert Control Trav/Calcs	\$ 1,928.00
2	Stake Right-of-way at 50' Stations (17,445 LF) on both sides	\$ 11,522.00
3	Stake Road Stationing at 50' Stations (17,445 LF)	\$ 11,342.00
4	Stake & Grade FPL Line at 50' Stations (33,651 LF)	\$ 21,782.00
5	Asbuilt FPL Line at 50' Stations with Bore Logs	\$ 10,931.00
6	Stake & Grade ATT at 50' Stations (34,851 LF)	\$ 22,601.00
7	Asbuilt ATT at 50' Stations with Bore Logs	\$ 9,812.00
8	Stake & Grade Comcast at 50' Stations (19,918 LF)	\$ 13,160.00
9	Asbuilt Comcast Conduit Line at 50' Stations with Bore Logs	\$ 8,462.00
10	Stake Limits of all existing/proposed easements where FPL, Comcast or ATT Equipment or lines are to be placed	\$ 5,620.00
11	Asbuilt all FPL, Comcast and ATT equipment within easements or rights-of-ways	\$ 5,479.00
12	Stake & Grade Curbing (187 LF)	\$ 443.00
13	Asbuilt Curbing	\$ 443.00
14	Prepare Record Drawings	\$ 6,334.00
	Total Fee	\$ 129,859.00

NOTES:

1. If there are line work changes that need to be made to the Record Drawings, based on decisions to modify the approved bid plans, Engenuity Group reserves the right to determine if such changes are extensive enough to charge additionally for these services.
2. Plans will be computed at the beginning of a project and reviewed for discrepancies, if there are changes/revisions to the plans, those changes will be computed on an hourly basis.
3. The contractor should verify the survey scope prior to bidding to determine if all items needed have been addressed.
4. All meeting attendances, badging etc. are provided on a time and material basis.
5. The time estimates for staking and grading of proposed improvements and based on a "one-time" basis. Extra staking or restaking to be performed on a hourly basis (per the attached fee schedule), and requires a time ticket to be signed by the contractor's representative.
6. Contractors to provide their field notes on a weekly basis when applicable.
7. A signed and sealed copy of the plans must be supplied prior to field staking. (No work will be staked per the Bid set of plans)
8. This cost is based on receiving the AutoCAD Design files.
9. This proposal does not include as-built drawings of road cross-sections.
10. Notify surveyor when all new excavation begins.
11. Contractor must leave trench open and provide stand pipes if the site can not stay open.
12. Surveyor requires 72-hour notice before required staking, and work to be performed must be in increments of 4 hours field time.
13. Layout costs is based on a ONE time staking. Additional staking will be performed on an hourly basis.
14. The time estimates for acquiring Record (As-Built) data are based on open trench locations. If Record (As-Built) data is acquired after trenches have been backfilled and additional data is required due to discrepancies, the additional data will be acquired on a time and material basis.

Please sign and date if you accept and return this with your proposal. Thank you.

SIGNATURE:
COMPANY:

NAME:
DATE:

**Town of Palm Beach
Townwide Overhead Utility Undergrounding
Phase 2 - South
Guaranteed Maximum Price**

From: **Burkhardt Construction, Inc.**
Attn: Marc Kleisley, Vice President
1400 Alabama Ave.
West Palm Beach, FL 33401
Ph: (561) 659-1400
Fax: (561) 659-1402

Owner: **Town Of Palm Beach**
Public Works & Engineering Dept
951 Old Okeechobee Road
West Palm Beach, FL 33401
Tel: (561) 838-5440
Fax: (561) 835-4691

Engineer: **Kimley-Horn & Associates, Inc.**
Attn: Kevin Schanen, P.E.
1920 Wekiva Way, Suite 200
West Palm Beach, FL 33411
Ph: (561) 845-0665
Fax: (561) 863-8175

Project: **Townwide Overhead Utility Undergrounding - Phase 2 - South**

Plans: Based on bid set of plans/specifications BCI dated August 9, 2019
Complete Plan Log Attached

Location: Town of Palm Beach

Proposal Date: 10/18/2019; Revised 10/25/19

Direct Construction Costs:	\$ 4,751,231.00
General Conditions	\$ 562,614.85
Project Management	\$ 813,150.00
Profit	\$ 367,600.00
Total Guaranteed Maximum Price	\$ 6,494,595.85

Town of Palm Beach

Townwide Overhead Utility Undergrounding - Phase 2 - South

Direct Construction Costs

Prepared by Burkhardt Construction, Inc.

Item Description	Quantity	U/M	Unit Price	Amount	Labor	Equipment	Material	Subcontractor	General/Rental	Subtotal					
FPL - ATT - COMCAST OVERHEAD UTILITY UNDERGROUNDING GENERAL REQUIREMENTS (ALLOWANCE) SITE CLEANING, DEBRIS REMOVAL, TREE PROTECTION, SPECIALTY SIGNAGE ALLOWANCE FOR SURVEY RE-STAKING DANGER RIBBON OFF DUTY POLICE OFFICERS TEMPORARY STREET LIGHTING UNDERGROUNDING OF FPL - COMCAST - ATT															
				\$4,751,231.00											
	1 LS		\$37,000.00	\$ 37,000.00			ALLOW		37000	37000					
	1 LS		\$10,000.00	\$ 10,000.00			ALLOW		10000	10000					
	25 ROL														
	NIC														
	NIC														
	1 LS		\$4,579,231.00	\$ 4,579,231.00			WILCO	4579231		4579231					
	1 LS		\$125,000.00	\$ 125,000.00			ALLOW	125000		125000					
BY OTHERS BY OTHERS BY OTHERS															
ATT INSTALLATION FEES															
Townwide Overhead Utility Undergrounding - Phase 2 - South Direct Construction Cost Total					\$4,751,231.00										
Labor					0	Equipment	0	Material	0	Subcontractor	4704231	General/Rental	47000	Subtotal	4751231

DIRECT COST

Town of Palm Beach

Townwide Overhead Utility Undergrounding Phase II - South

Schedule of Values

Prepared by Burkhardt Construction, Inc.

Town of Palm Beach		Submitted By:			
Townwide Overhead Utility Undergrounding		WILCO			
Phase II - South		0			
Schedule of Values		0			
0		0			
0		0			
Prepared by Burkhardt Construction, Inc.		0			
Item Description		Quantity	U/M	Unit Price	Amount
UNDERGROUNDING OF FRANCHISE UTILITIES (FPL, COMCAST, ATT)					
MISCELLANEOUS ITEMS					\$4,579,231.00
NPDES REPORTING		1 LS		\$30,000.00	\$ 30,000.00
PERFORMANCE & PAYMENT BONDS		1 LS		\$95,000.00	\$ 95,000.00
MAINTENANCE OF TRAFFIC INCL FLAGMEN		1 LS		\$450,000.00	\$ 450,000.00
REMOVE EXISTING GATE COLUMN		1 EA		\$450.00	\$ 450.00
DEMOLISH / REMOVE EXISTING WALL & FOOTER / REPAIR-FINISH EXISTING WALL ENDS TO MATCH EXISTING		20 LF		\$250.00	\$ 5,000.00
REMOVE AND RELOCATE EXISTING FENCE		105 LF		\$35.00	\$ 3,675.00
FURNISH AND INSTALL CHAIN LINK FENCE TO MATCH EXISTING STYLE AND HEIGHT		21 LF		\$100.00	\$ 2,100.00
POTHOLE EQUIPMENT LOCATION AND RELOCATE EXISTING UTILITIES / ADJUST CONDUIT LOCATION		3 EA		\$3,500.00	\$ 10,500.00
SAWCUT/REMOVE ASPHALT/EXCAVATE/SUBGRADE/COMPACT CURB PAD/INSTALL "D" CURB / PATCH ASPHALT		178 LF		\$120.00	\$ 21,360.00
SAWCUT AND REMOVE EXISTING ASPHALT		65 LF		\$25.00	\$ 1,625.00
CORE DRILL EXISTING VINYL SHEET PILE WALL FOR CONDUIT PENETRATION AND SEAL WITH NON-SHRINK GROUT PLUG		8 EA		\$1,250.00	\$ 10,000.00
REMOVE EXISTING HEDGE		48 LF		\$100.00	\$ 4,800.00
PROTECT EXISTING HEDGE		26 LF		\$150.00	\$ 3,900.00
REMOVE EXISTING TREES		4 EA		\$1,800.00	\$ 7,200.00
PROTECT EXISTING TREES		2 EA		\$150.00	\$ 300.00
PROTECT EXISTING WALL		36 LF		\$150.00	\$ 5,400.00
REMOVE EXISTING BAMBOO		1 EA		\$4,500.00	\$ 4,500.00
REMOVE EXISTING VINYL EDGINGS		18 LF		\$20.00	\$ 360.00
RELOCATE EXISTING LANDSCAPE LIGHT		1 EA		\$800.00	\$ 800.00

Item Description		Quantity	U/M	Unit Price	Amount
PROTECT EXISTING BACKFLOW PREVENTER		1 EA		\$250.00	\$ 250.00
FURNISH & INSTALL REMOVABLE BOLLARD PER DETAIL ON C 9.02		9 EA		\$1,500.00	\$ 13,500.00
PAVEMENT REPAIRS		1 LS		\$450,000.00	\$ 450,000.00
FPL					
INSTALL FPL FURNISHED 0PN3C		52 LF		\$22.00	\$ 1,144.00
INSTALL FPL FURNISHED 1PN1C		4161 LF		\$18.00	\$ 74,898.00
INSTALL FPL FURNISHED 2PN2C		8806 LF		\$20.00	\$ 176,120.00
INSTALL FPL FURNISHED 3PN3C		13763 LF		\$22.00	\$ 302,786.00
INSTALL FPL FURNISHED 4PN4C		344 LF		\$24.00	\$ 8,256.00
INSTALL FPL FURNISHED FNC		4923 LF		\$32.00	\$ 157,536.00
INSTALL FPL FURNISHED 1-2-FPL-S		6310 LF		\$18.00	\$ 113,580.00
INSTALL FPL FURNISHED 2-2-FPL-S		4201 LF		\$20.00	\$ 84,020.00
INSTALL FPL FURNISHED 1-2.5-FPL-S		786 LF		\$20.00	\$ 15,720.00
INSTALL FPL FURNISHED 2-2.5-FPL-S		506 LF		\$22.00	\$ 11,132.00
INSTALL FPL FURNISHED 2-3-FPL-S		35 LF		\$31.00	\$ 1,085.00
INSTALL FPL FURNISHED 3-2-FPL-S		68 LF		\$22.00	\$ 1,496.00
INSTALL FPL FURNISHED 4-2-FPL-S		42 LF		\$24.00	\$ 1,008.00
INSTALL FPL FURNISHED 2-4-FPL-S		157 LF		\$31.00	\$ 4,867.00
INSTALL FPL FURNISHED 1-5-FPL-S		3176 LF		\$31.00	\$ 98,456.00
INSTALL FPL FURNISHED 2-5-FPL-S		662 LF		\$40.00	\$ 26,480.00
INSTALL FPL FURNISHED 3-5-FPL-S		87 LF		\$46.00	\$ 4,002.00
INSTALL FPL FURNISHED 1-2-FPL-SEC		89 LF		\$18.00	\$ 1,602.00
INSTALL FPL FURNISHED 2-2.5-FPL-SEC		99 LF		\$22.00	\$ 2,178.00
INSTALL FPL FURNISHED 2-3-FPL-SEC		92 LF		\$31.00	\$ 2,852.00
INSTALL FPL FURNISHED PRIMARY WIRE INCLUDING ALL CONNECTIONS		64438 LF		\$3.00	\$ 193,314.00
INSTALL FPL FURNISHED PRIMARY WIRE INCLUDING ALL CONNECTIONS IN EXISTING CONDUITS		2866 LF		\$3.00	\$ 8,598.00
INSTALL FPL FURNISHED FEEDER WIRE INCLUDING ALL CONNECTIONS		4923 LF		\$8.00	\$ 39,384.00
INSTALL FPL FURNISHED, FPL OWNED SERVICE WIRE INCLUDING ALL CONNECTIONS, TIE-INS AND INTERCEPTS.		22027 LF		\$3.00	\$ 66,081.00
INSTALL FPL FURNISHED, FPL OWNED SERVICE WIRE INCLUDING ALL CONNECTIONS, TIE-INS AND INTERCEPTS.		1841 LF		\$3.00	\$ 5,523.00
INSTALL FPL FURNISHED, FPL OWNED SECONDARY SERVICE WIRE INCLUDING ALL CONNECTIONS, TIE-INS AND INTERCEPTS.		471 LF		\$3.00	\$ 1,413.00

Item Description	Quantity	U/M	Unit Price	Amount
INSTALL FPL FURNISHED B PHASE SPLICE BOXES; INCL. ALL NECESSARY CONNECTIONS AND TIE-INS	1 EA		\$1,500.00	\$ 1,500.00
INSTALL FPL FURNISHED PRIMARY SPLICE BOXES; INCL. ALL NECESSARY CONNECTIONS AND TIE-INS	8 EA		\$1,500.00	\$ 12,000.00
INSTALL FPL FURNISHED FEEDER SPLICE BOXES; INCL. ALL NECESSARY CONNECTIONS AND TIE-INS	8 EA		\$2,000.00	\$ 16,000.00
INSTALL FPL FURNISHED AB/C PRIMARY SPLICE BOXES; INCL. ALL NECESSARY CONNECTIONS AND TIE-INS	22 EA		\$1,500.00	\$ 33,000.00
INSTALL FPL FURNISHED B/C PRIMARY SPLICE BOXES; INCL. ALL NECESSARY CONNECTIONS AND TIE-INS	3 EA		\$1,500.00	\$ 4,500.00
INSTALL FPL FURNISHED 30" HANDHOLES; INCL. ALL NECESSARY CONNECTIONS, TIE-INS AND INTERCEPT EXISTING SERVICE	13 EA		\$250.00	\$ 3,250.00
INSTALL FPL FURNISHED 48" HANDHOLES; INCL. ALL NECESSARY CONNECTIONS, TIE-INS AND INTERCEPT EXISTING SERVICE	1 EA		\$1,200.00	\$ 1,200.00
STUB UP SEC TO EXISTING FPL HANDHOLE	10 EA		\$150.00	\$ 1,500.00
INSTALL FPL FURNISHED OPEN DELTA TRANSFORMERS / PADS; INCLUDING GROUND RODS AND ALL CONNECTIONS	19 EA		\$2,400.00	\$ 45,600.00
INSTALL FPL FURNISHED SINGLE PHASE TRANSFORMERS / PADS; INCLUDING GROUND RODS AND ALL CONNECTIONS	21 EA		\$1,200.00	\$ 25,200.00
INSTALL FPL FURNISHED THREE PHASE TRANSFORMERS / PADS; INCLUDING GROUND RODS AND ALL CONNECTIONS	3 EA		\$2,400.00	\$ 7,200.00
INSTALL FPL FURNISHED VISTA SWITCH CABINETS, CONCRETE PADS, AND CHAMBERS; INCL. ALL NECESSARY CONNECTIONS	1 EA		\$4,500.00	\$ 4,500.00
INSTALL FPL FURNISHED STANDARD SWITCH, CONCRETE PAD; INCL. ALL NECESSARY CONNECTIONS	3 EA		\$1,600.00	\$ 4,800.00
CAP OPN3C AND INSTALL DETECTABLE MARKER	1 EA		\$50.00	\$ 50.00
LOOP PRIMARY FROM / INTO EXISTING TRANSFORMER	29 EA		\$350.00	\$ 10,150.00
LOOP PRIMARY FROM / INTO EXISTING VAULT	2 EA		\$3,000.00	\$ 6,000.00
LOOP PRIMARY FROM / INTO EXISTING SPLICE BOX	3 EA		\$350.00	\$ 1,050.00
TEMPORARY HOLD POLE AND SET TEMPORARY GUYS	2 EA		\$5,500.00	\$ 11,000.00
INTERCEPT EXISTING SERVICE/PRIMARY/FEEDER	28 EA		\$450.00	\$ 12,600.00
INSTALL FEEDER AND PRIMARY INTO EXISTING SWITCH	6 EA		\$1,200.00	\$ 7,200.00
INSTALL FEEDER INTO EXISTING FEEDER SPLICE BOX	2 EA		\$750.00	\$ 1,500.00
FIELD LOCATE PHASE 1 SOUTH STUB OUT CONDUITS AND MAKE CONNECTION WITH FEEDER AND PRIMARY	1 EA		\$750.00	\$ 750.00
REMOVAL OF ALL RISERS (conduit, wire and u-guard) UP THE POLE FOR BOTH PRIMARY AND SECONDARY. THIS ALSO INCLUDES THE SECONDARY WIRE SPANNING BETWEEN THE POLE AND RESIDENCE	1 LS		\$240,000.00	\$ 240,000.00
POLE & OVERHEAD WIRE REMOVAL/DISPOSAL COMPLETE	0 LS		BY OTHERS	

Item Description	Quantity	U/M	Unit Price	Amount
ATT				
FURNISH AND INSTALL 1-1- ATT-S CONDUITS	14097 LF		\$13.50	\$ 190,309.50
FURNISH AND INSTALL 1-2- ATT-S CONDUITS	4350 LF		\$22.00	\$ 95,700.00
FURNISH AND INSTALL 2-1- ATT-S CONDUITS	72 LF		\$18.00	\$ 1,296.00
FURNISH AND INSTALL 2-2- ATT-S CONDUITS	19 LF		\$26.50	\$ 503.50
FURNISH AND INSTALL 1-2- ATT-M CONDUITS	28 LF		\$22.00	\$ 616.00
FURNISH AND INSTALL 1-5- ATT-M CONDUITS	14337 LF		\$34.00	\$ 487,458.00
FURNISH AND INSTALL 2-5- ATT-M CONDUITS	288 LF		\$49.00	\$ 14,112.00
FURNISH AND INSTALL 3-5- ATT-M CONDUITS	68 LF		\$62.00	\$ 4,216.00
FURNISH AND INSTALL ATT FLUSH VAULT 30"X48"	54 EA		\$2,100.00	\$ 113,400.00
FURNISH AND INSTALL ATT FLUSH VAULT 30"X48", H20 ROAD RATED LID	2 EA		\$9,066.00	\$ 18,132.00
FURNISH AND INSTALL ATT HANDHOLE 10"X15"	44 EA		\$2,100.00	\$ 92,400.00
FURNISH AND INSTALL ATT HANDHOLE 10"X17", H20 ROAD RATED LID	3 EA		\$460.00	\$ 1,380.00
FURNISH AND INSTALL ATT HANDHOLE 30"X48", H20 ROAD RATED LID	1 EA		\$9,066.00	\$ 9,066.00
INTERCEPT EXISTING SERVICE DROP	1 EA		\$500.00	\$ 500.00
INTERCEPT EXISTING SERVICE	1 EA		\$500.00	\$ 500.00
FURNISH AND INSTALL ATT PEDESTALS	0 EA		BY OTHERS	
ATT ENGINEERING & INSTALLATION FEES	0 EA		BY OTHERS	
COMCAST				
FURNISH AND INSTALL 1-1- CC-S CONDUITS	2577 LF		\$17.00	\$ 43,809.00
FURNISH AND INSTALL 2-1- CC-S CONDUITS	747 LF		\$20.00	\$ 14,940.00
FURNISH AND INSTALL 1-2- CC-M CONDUITS	28 LF		\$22.00	\$ 616.00
FURNISH AND INSTALL 1-3- CC-M CONDUITS	7629 LF		\$28.00	\$ 213,612.00
FURNISH AND INSTALL 2-3- CC-M CONDUITS	6607 LF		\$36.00	\$ 237,852.00
FURNISH AND INSTALL 3-3- CC-M CONDUITS	1372 LF		\$46.00	\$ 63,112.00
FURNISH AND INSTALL 4-3- CC-M CONDUITS	10 LF		\$55.00	\$ 550.00
CONNECT TO EXISTING COMCAST VAULT FROM PHASE 1 SOUTH	1 EA		\$350.00	\$ 350.00
FURNISH AND INSTALL COMCAST VAULT	0 EA		BY OTHERS	
FURNISH AND INSTALL COMCAST VHUB	0 EA		BY OTHERS	
FURNISH AND INSTALL COMCAST POWER SUPPLY	0 EA		BY OTHERS	
FURNISH AND INSTALL COMCAST LCP	0 EA		BY OTHERS	
FURNISH AND INSTALL COMCAST PEDESTALS	0 EA		BY OTHERS	
COMCAST ENGINEERING & INSTALLATION FEES	0 EA		BY OTHERS	
Total Direct Construction Cost				\$4,579,231.00

Item Description	Quantity	U/M	Unit Price	Amount
*INSTALLATION SHALL INCLUDE SAWCUTTING, ASPHALT REMOVAL, DISPOSAL, AND TEMPORARY ROADWAY RESTORATION PER PLAN DETAILS INCLUDING ANY DISTURBED LINE STRIPING. *CONTRACTOR IS ENCOURAGED TO DIRECTIONAL DRILL ANY CONDUITS WHERE POSSIBLE OR IF UNFEASIBLE TO OPEN CUT. THE OBJECTIVE IS TO AVOID COSTLY PROPERTY RESTORATION *ROCK MAY BE ENCOUNTERED. EXCAVATION OR DRILLING OF ROCK SHOULD BE ANTICIPATED. THOROUGH INVESTIGATION IS ENCOURAGED (SEE SOILS REPORT). IF ROCK IS ENCOUNTERED, CLEAN BACKFILL MUST BE USED. BOTH ROCK EXCAVATION AND CLEAN BACKFILL SHALL BE INCLUDED IN YOUR PRICE. *DEWATERING IS ANTICIPATED AND SHALL BE INCLUDED IN YOUR PRICE.				

**Town of Palm Beach
Townwide Overhead Utility Undergrounding
Phase 2 - South**

GENERAL CONDITIONS

From: **Burkhardt Construction, Inc.**
Attn: Marc Kleisley, Vice President
1400 Alabama Ave.
West Palm Beach, FL 33401
Ph: (561) 659-1400
Fax: (561) 659-1402

Owner: **Town Of Palm Beach**
Public Works & Engineering Dept
951 Old Okeechobee Road
West Palm Beach, FL 33401
Tel: (561) 838-5440
Fax: (561) 835-4691

Engineer: **Kimley-Horn & Associates, Inc.**
Attn: Kevin Schanen, P.E.
1920 Wekiva Way, Suite 200
West Palm Beach, FL 33411
Ph: (561) 845-0665
Fax: (561) 863-8175

Project: **Townwide Overhead Utility Undergrounding - Phase 2 - South**

Plans: Based on bid set of plans/specifications BCI dated August 9, 2019
Complete Plan Log Attached

Location: Town of Palm Beach

Proposal Date: 10/18/2019; Revised 10/25/19

Item Description						Amount
BASED ON A 18 MONTH DURATION						
<i>MOBILIZATION (move-in, move-out)</i>						\$0.00
TRANSPORT	\$65.00 /	Hr	x	0		\$0.00
EQUIPMENT	\$35.00 /	Hr.	x	0		\$0.00

PROJECT FIELD OFFICE						\$155,330.00
OFFICE	\$3,500.00 /	mo.	x	18		\$63,000.00
YARD	\$0.00 /	mo.	x	0		\$0.00
EMPLOYEE PARKING FEES	\$500.00 /	mo.	x	0		\$0.00
WORK PLATFORM FOR YARD	\$200.00 /	mo.	x	0		\$0.00
TEMPORARY FENCING FOR YARD	\$500.00 /	mo.	x	0		\$0.00
CONSTRUCTION YARD LIGHTING	\$0.00 /	mo.	x	0		\$0.00
OFFICE FURNISHINGS	\$500.00 /	mo.	x	0		\$0.00
COMPUTERS	\$300.00 /	mo.	x	18		\$5,400.00
PROCORE SOFTWARE	\$750.00 /	mo.	x	18		\$13,500.00
SUBMITTAL SOFTWARE	\$2,000.00 /	ls	x	0		\$0.00
COPY MACHINE	\$350.00 /	mo.	x	18		\$6,300.00
FAX MACHINE	\$100.00 /	mo.	x	0		\$0.00
INTERNET SERVICE	\$150.00 /	mo.	x	18		\$2,700.00
CELLULAR TELEPHONE	\$500.00 /	mo.	x	18		\$9,000.00
TELEPHONE	\$150.00 /	mo.	x	0		\$0.00
FEDERAL EXPRESS MAILINGS	\$100.00 /	mo.	x	0		\$0.00
POSTAGE	\$50.00 /	mo.	x	0		\$0.00
PHOTOGRAPHS						
AERIAL PHOTOS	\$110.00 /	mo.	x	0		\$0.00
JOB PHOTOS	\$50.00 /	wk	x	0		\$0.00
PRE-CONSTRUCTION VIDEO	\$30,500.00 /	ls	x	1		\$30,500.00
PLAN REPRODUCTION COST/PRINTING	\$200.00 /	set	x	18		\$3,600.00
OFFICE SUPPLIES	\$50.00 /	mo.	x	18		\$900.00
FIRST AID SUPPLIES	\$50.00 /	mo.	x	18		\$900.00
WATER SERVICE	\$35.00 /	mo.	x	18		\$630.00
SANITARY SERVICE	\$50.00 /	mo.	x	18		\$900.00
ELECTRIC SERVICE	\$200.00 /	mo.	x	18		\$3,600.00
GARBAGE SERVICE	\$25.00 /	mo.	x	18		\$450.00
CONSTRUCTION WATER	\$500.00 /	mo.	x	18		\$9,000.00
JOHN DEERE GATOR (1)	\$500.00 /	mo.	x	0		\$0.00
ICE	\$275.00 /	mo.	x	18		\$4,950.00

BONDS						\$81,181.25
GENERAL BOND	\$6,494,500.00		x	1.25%		\$81,181.25
SUBCONTRACTORS BONDS						

PARTNERING INITIATIVES						\$2,500.00
NOTICES, LETTERS, INFORMATION MEETINGS						\$2,500.00

INSURANCE						\$121,094.60
GENERAL INSURANCE	\$6,373,400.00		x	1.90%		\$121,094.60
Commercial General Liability						
Comprehensive Automobile Liability						
Owner Indemnification						
Professional (Errors/Omissions) Liability						
Excess/Umbrella Liability						
ADD'L INSUREDS	\$100.00 /	ea.	x	0		\$0.00
ADDED INSURANCES						NOT INCLUDED
Railroad protective Liability Ins.						NOT INCLUDED
Builders Risk Insurance						NOT INCLUDED
Installation Floater						NOT INCLUDED
Flood Insurance						NOT INCLUDED
SUBCONTRACTORS' INSURANCE						INCLUDED IN THEIR DIRECT COSTS

SANITARY SERVICES						\$7,650.00
JOB TOILET (2ea.)	\$425.00 /	mo.	x	18		\$7,650.00

<u>TESTING COSTS</u>		\$65,000.00
DENSITIES		
PRESSURE		
PROCTORS		
BACTERIOLOGICAL		
CONCRETE CYLINDERS		
ENGINEERING & REPORTING		
TV'ING OF INSTALLED LINES	NOT INCLUDED	
<u>FEES</u>		\$0.00
TOPB BUILDING DEPT. PERMIT FEES/REVISION FEES		NONE ANTICIPATED
PERMIT SUBMISSION AND EXPEDITING		BY OTHERS
FDOT GENERAL USE PERMITS		NIC
DEWATERING PERMITS		NO FEE PERMIT
RAILROAD PERMITS		NIC
PALM BEACH COUNTY PERMITS		NIC
CITY OF WEST PALM BEACH PERMITS		NIC
<u>SURVEYING</u>		\$129,859.00
LAYOUT & ASBUILTS	Engenuity Group	\$129,859.00
ALLOWANCE FOR RESTAKING & DRAFTING		SEE DIRECT COSTS
<u>SMALL HAND TOOLS/EQUIPMENT RENTAL</u>		\$0.00
ALLOWANCE (GENERAL)		\$0.00
HANDLING, STORAGE, UN-LOADING OF OWNER DIRECT PURCHASE MATERIALS		N/A
GENERAL CONDITIONS TOTAL		<u>\$562,614.85</u>

**Town of Palm Beach
Townwide Overhead Utility Undergrounding
Phase 2 - South**

CONSTRUCTION PHASE MANAGEMENT FEE

From: Burkhardt Construction, Inc.
Attn: Marc Kleisley, Vice President
1400 Alabama Ave.
West Palm Beach, FL 33401
Ph: (561) 659-1400
Fax: (561) 659-1402

Owner: Town Of Palm Beach
Public Works & Engineering Dept
951 Old Okeechobee Road
West Palm Beach, FL 33401
Tel: (561) 838-5440
Fax: (561) 835-4691

Engineer: Kimley-Horn & Associates, Inc.
Attn: Kevin Schanen, P.E.
1920 Wekiva Way, Suite 200
West Palm Beach, FL 33411
Ph: (561) 845-0665
Fax: (561) 863-8175

Project: Townwide Overhead Utility Undergrounding - Phase 2 - South

Plans: Based on bid set of plans/specifications BCI dated August 9, 2019
Complete Plan Log Attached

Location: Town of Palm Beach

Proposal Date: 10/18/2019; Revised 10/25/19

Item Description	Hrs./Week	(Weeks)	Rate/Hr.	Amount
78 weeks				
Project Principal	5	78	\$ 175.00	\$ 68,250.00
Senior Project Manager	16	78	\$ 150.00	\$ 187,200.00
Project Manager	0	78	\$ 100.00	\$ -
Assistant Project Manager	8	78	\$ 75.00	\$ 46,800.00
Superintendent/Construction Field Manager	32	78	\$ 100.00	\$ 249,600.00
Resident Liaison	32	78	\$ 75.00	\$ 187,200.00
Project Accountant	5	78	\$ 90.00	\$ 35,100.00
Administrative Assistant	10	78	\$ 50.00	\$ 39,000.00
Field Office Clerk	0	78	\$ 50.00	\$ -
				\$ 813,150.00

Town of Palm Beach
Townwide Overhead Utility Undergrounding
Phase 2 - South

Exceptions & Clarifications - 10/18/19, Revised 10/25/19

GENERAL

- 1 Scope of work and quantities are based on Bid Set Plans received 8/9/19 for the Townwide Overhead Utility Undergrounding - Phase 2 - South . Complete plan log is included with this submittal.
- 2 G.M.P. pricing is based on a project start date of January 2020. Project duration shall be 2 years or 24 months from notice to proceed.
- 3 G.M.P. does not include a construction contingency for the overhead utility undergrounding. Burkhardt Construction, Inc. recommends that the Town carry a construction contingency.
- 4 G.M.P. does not include any capital improvement fees, connection fees or impact fees.
- 5 It is understood that the Direct Construction Cost (Exhibit "A") is unit prices for the work shown in the plans and as modified by these exceptions and clarifications.
- 6 Project master schedule and schedule updates shall be a bar chart schedule acceptable to the Owner prepared by CMAR in house personnel.
- 7 Project Manual as described in the contract shall mean the closeout project manual which shall be updated periodically and presented to the Owner upon completion of the project. The information contained in this manual shall be as requested by the Owner.
- 8 G.M.P. cost estimate does not include additional insurance premiums for naming individual property owners as additional insureds.
- 9 G.M.P. includes all sales tax on materials. If the Town elects to purchase the ATT & COMCAST materials, the estimated tax savings will be issued in a deductive change order.
- 10 Utility easements shall be obtained prior to work being performed in that area. If a construction easement has not been obtained it may impact the installation schedule, additional costs may be incurred. Reimbursement of costs may be requested and deemed appropriate, if and only if it is mutually agreed upon by the Town of Palm Beach and Burkhardt Construction. If these costs are deemed appropriate they will be paid from the contingency.

- 11 Burkhardt Construction, Inc. (BCI) is not liable for failure to perform such work or any damages that occur if such failure is as a result of Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster). If BCI asserts Force Majeure as the reason for failure to perform such work or such damages occur as a result of any Act of God, then BCI must prove that they took reasonable steps to minimize delay or damages caused by unforeseeable events, that BCI substantially fulfilled all obligations, and that the owner was timely notified of the likelihood or actual occurrence of the event described as an Act of God (Force Majeure). Any construction related damages that took place as a result, shall be repaired or removed and replaced at the same contract unit prices and shall be paid out of the contingency.
- 12 If the proposed design locations of transformers, vaults and handholes change after conduit installation, then additional costs may be incurred for the relocation. Reimbursement of costs may be requested and deemed appropriate, if and only if it is mutually agreed upon by the Town of Palm Beach and Burkhardt Construction. If these costs are deemed appropriate they will be paid from the contingency.
- 13 In the event that the terms and provisions of all attached Exhibits conflict with or are omitted from the terms and provisions of this Contract, the terms and provisions of the attached Exhibits shall govern with respect to the performance of the work.
- 14 TOPB Building Permits; All permits shall be in hand prior to start of construction.
- 15 The following are part of the G.M.P. in order to facilitate the aggressive work schedule.
- a. January 2020 through April 30, 2020 crew work hours shall be 9:00 AM to 5:00 PM Monday through Friday. From May 1, 2020 through November 30, 2020 Regularly scheduled crew work hours shall be from 8:00 AM to 6:00 PM Monday through Friday. December 1, 2020 through April 30, 2021 crew work hours shall be 9:00 AM to 5:00 PM Monday through Friday. From May 1, 2021 through November 30, 2021 Regularly scheduled crew work hours shall be from 8:00 AM to 6:00 PM Monday through Friday. December 1, 2021 through April 30, 2022 crew work hours shall be 9:00 AM to 5:00 PM Monday through Friday.
 - b. Night, weekend or holiday work beyond the regularly scheduled work hours stated in item a., which may be necessary due to emergency, delay or makeup time, shall be requested on a case by case basis and reviewed/approved by the Public Works Staff.
 - c. The project will require free and unlimited jobsite access for workmen and deliveries during all authorized work hours.
 - d. The schedule makes no provision for delays caused by named storms.
 - e. The construction contract shall be authorized by the Town Council in the November 2019 Town Council meeting.
- 16 G.M.P. does not include costs for removal / remediation of asbestos cement pipe or any other hazardous materials.
- 17 G.M.P. does not include removal or replacement of any unsuitable subsoils. Demucking is specifically excluded.
- 18 G.M.P. is based upon the use of the Town's property as a construction staging yard located at 6th Street and Dixie Highway, West Palm Beach and Phipps Ocean Park. Fence rental and storage containers are not included in this GMP.



- 19 Prices are based on re-using excavated material for backfill. No unsuitable subsoil excavation, removal or replacement. Unsuitable soil, if encountered shall be removed, disposed of, replaced as directed by the Owner and billed to the Owner at the actual direct cost.
- 20 G.M.P. is based on the assumption that portions of roadways will be closed to vehicular traffic during some phases of construction. Closures shall be coordinated with the Town and in accordance with the Town's Maintenance of Traffic permit conditions.
- 21 G.M.P. cost estimate does not include any new street signage, posts or line striping other than what has been disturbed due to construction.
- 22 G.M.P. does not include any cost to mill and pave. All areas will be restored with a permanent patch.

WATER / SEWER / STORM DRAINAGE

- 1 G.M.P. does not include any cost for disposal/treatment of contaminated ground water if encountered during dewatering operations. It is assumed that clean groundwater generated by dewatering operations will be discharged into the existing storm drainage system.
- 2 Cleaning of the existing storm drainage system within the project limits is not included except to the extent caused by contractor negligence that is under the direct supervision of the construction manager.
- 3 G.M.P. cost estimate does not include City of West Palm Beach meter installation and hook-up fees.
- 4 G.M.P. cost estimate does not include any sanitary sewer work.

FRANCHISE UTILITIES

- 1 G.M.P. cost estimate does not include any design, engineering or installation fees which may be charged to the Owner by franchise utility companies. (electric, telephone, cable tv, gas)
- 2 The Construction Manager at Risk shall not assume liability or warranty any work performed by FPL, COMCAST, ATT, FPU and/or their subcontractors.
- 3 The schedule represents the work controlled by the Construction Manager. Should the project exceed the scheduled duration due to the involvement of entities beyond our control (including but not limited to FPL, ATT and Comcast), a "No Fee" time extension for that work shall be issued. "No Fee" specifically refers to the construction phase fee and profit. Should a "Fee" be requested and deemed appropriate, if and only if it is mutually agreed upon by the Town of Palm Beach and Burkhardt Construction prior to the granted time extension.
- 4 The energizing of the new system is dependent on receiving switching orders from FPL. Services cannot be converted until the transformers are "hot".
- 5 G.M.P. does not include FPL's binding cost estimate, Comcast or ATT. These invoices shall be paid directly by the owner. Once FPL's binding cost estimate is fully executed and FPL materials are released to the subcontractor the Town will issue the Notice to Proceed.
- 6 G.M.P. cost estimate does not include any ATT wire. Comcast wire and private side service conduits outside the right of way are also excluded from the cost estimate.

- 7 G.M.P. cost estimate does not include any meter can or service disconnect removal and replacements.
- 8 G.M.P. cost estimate does not include any rear easement restoration for FPL pole and wire removal.
- 9 G.M.P. cost estimate does not include any demolition and removal of any unknown structures during the installation of the proposed conduit. If encountered the additional work shall be paid from contingency.

ELECTRICAL

- 1 G.M.P. cost estimate does not include street lighting.

ALTERNATES

- 1 None

**Town of Palm Beach
Townwide Overhead Utility Undergrounding
Phase 2 - South**

PLAN LOG

From: **Burkhardt Construction, Inc.**
Attn: Marc Kleisley, Vice President
1400 Alabama Ave.
West Palm Beach, FL 33401
Ph: (561) 659-1400
Fax: (561) 659-1402

Owner: **Town Of Palm Beach**
Public Works & Engineering Dept
951 Old Okeechobee Road
West Palm Beach, FL 33401
Tel: (561) 838-5440
Fax: (561) 835-4691

Engineer: **Kimley-Horn & Associates, Inc.**
Attn: Kevin Schanen, P.E.
1920 Wekiva Way, Suite 200
West Palm Beach, FL 33411
Ph: (561) 845-0665
Fax: (561) 863-8175

Drawing No.	Drawing Title	Drawing Date	Received Date
C1.00	COVER SHEET	5/1/2019	8/9/2019
1 OF 24	SURVEY	8/3/2017	8/9/2019
2 OF 24	SURVEY	8/3/2017	8/9/2019
3 OF 24	SURVEY	8/3/2017	8/9/2019
4 OF 24	SURVEY	8/3/2017	8/9/2019
5 OF 24	SURVEY	8/23/2017	8/9/2019
6 OF 24	SURVEY	8/23/2017	8/9/2019
7 OF 24	SURVEY	8/23/2017	8/9/2019
8 OF 24	SURVEY	8/23/2017	8/9/2019
9 OF 24	SURVEY	8/23/2017	8/9/2019
10 OF 24	SURVEY	8/23/2017	8/9/2019
11 OF 24	SURVEY	8/23/2017	8/9/2019
12 OF 24	SURVEY	8/23/2017	8/9/2019
13 OF 24	SURVEY	9/20/2017	8/9/2019
14 OF 24	SURVEY	9/20/2017	8/9/2019
15 OF 24	SURVEY	9/20/2017	8/9/2019
16 OF 24	SURVEY	9/20/2017	8/9/2019
17 OF 24	SURVEY	9/20/2017	8/9/2019
18 OF 24	SURVEY	9/20/2017	8/9/2019
19 OF 24	SURVEY	9/20/2017	8/9/2019



Drawing No.	Drawing Title	Drawing Date	Received Date
20 OF 24	SURVEY	9/20/2017	8/9/2019
21 OF 24	SURVEY	9/20/2017	8/9/2019
22 OF 24	SURVEY	9/20/2017	8/9/2019
23 OF 24	SURVEY	9/20/2017	8/9/2019
24 OF 24	SURVEY	9/20/2017	8/9/2019
C1.01	GENERAL NOTES	5/1/2019	8/9/2019
C1.02	GENERAL NOTES	5/1/2019	8/9/2019
C1.03	GENERAL NOTES	5/1/2019	8/9/2019
C1.04	GENERAL NOTES	5/1/2019	8/9/2019
C2.00	KEY MAP	5/1/2019	8/9/2019
C3.01	FPL CONDUIT PLAN	5/1/2019	8/9/2019
C3.02	FPL CONDUIT PLAN	5/1/2019	8/9/2019
C3.03	FPL CONDUIT PLAN	5/1/2019	8/9/2019
C3.04	FPL CONDUIT PLAN	5/1/2019	8/9/2019
C3.05	FPL CONDUIT PLAN	5/1/2019	8/9/2019
C3.06	FPL CONDUIT PLAN	5/1/2019	8/9/2019
C3.07	FPL CONDUIT PLAN	5/1/2019	8/9/2019
C3.08	FPL CONDUIT PLAN	5/1/2019	8/9/2019
C3.09	FPL CONDUIT PLAN	5/1/2019	8/9/2019
C3.10	FPL CONDUIT PLAN	5/1/2019	8/9/2019
C3.11	FPL CONDUIT PLAN	5/1/2019	8/9/2019
C3.12	FPL CONDUIT PLAN	5/1/2019	8/9/2019
C3.13	FPL CONDUIT PLAN	5/1/2019	8/9/2019
C3.14	FPL CONDUIT PLAN	5/1/2019	8/9/2019
C3.15	FPL CONDUIT PLAN	5/1/2019	8/9/2019
C3.15A	FPL CONDUIT PLAN	5/1/2019	8/9/2019
C3.16	FPL CONDUIT PLAN	5/1/2019	8/9/2019
C3.17	FPL CONDUIT PLAN	5/1/2019	8/9/2019
C3.18	FPL CONDUIT PLAN	5/1/2019	8/9/2019
C3.19	FPL CONDUIT PLAN	5/1/2019	8/9/2019
C3.20	FPL CONDUIT PLAN	5/1/2019	8/9/2019
C3.21	FPL CONDUIT PLAN	5/1/2019	8/9/2019
C3.22	FPL CONDUIT PLAN	5/1/2019	8/9/2019
C3.23	FPL CONDUIT PLAN	5/1/2019	8/9/2019
C3.24	FPL CONDUIT PLAN	5/1/2019	8/9/2019
C3.25	FPL CONDUIT PLAN	5/1/2019	8/9/2019
C3.26	FPL CONDUIT PLAN	5/1/2019	8/9/2019
C3.27	FPL CONDUIT PLAN	5/1/2019	8/9/2019
C3.28	FPL CONDUIT PLAN	5/1/2019	8/9/2019
C3.29	FPL CONDUIT PLAN	5/1/2019	8/9/2019
C3.30	FPL CONDUIT PLAN	5/1/2019	8/9/2019
C3.31	FPL CONDUIT PLAN	5/1/2019	8/9/2019
C3.32	FPL CONDUIT PLAN	5/1/2019	8/9/2019
C3.33	FPL CONDUIT PLAN	5/1/2019	8/9/2019
C3.34	FPL CONDUIT PLAN	5/1/2019	8/9/2019
C3.35	FPL CONDUIT PLAN	5/1/2019	8/9/2019
C3.36	FPL CONDUIT PLAN	5/1/2019	8/9/2019
C3.37	FPL CONDUIT PLAN	5/1/2019	8/9/2019
C3.38	FPL CONDUIT PLAN	5/1/2019	8/9/2019
C4.01	ATT CONDUIT PLAN	5/1/2019	8/9/2019
C4.02	ATT CONDUIT PLAN	5/1/2019	8/9/2019
C4.03	ATT CONDUIT PLAN	5/1/2019	8/9/2019
C4.04	ATT CONDUIT PLAN	5/1/2019	8/9/2019



Drawing No.	Drawing Title	Drawing Date	Received Date
C4.05	ATT CONDUIT PLAN	5/1/2019	8/9/2019
C4.06	ATT CONDUIT PLAN	5/1/2019	8/9/2019
C4.07	ATT CONDUIT PLAN	5/1/2019	8/9/2019
C4.08	ATT CONDUIT PLAN	5/1/2019	8/9/2019
C4.09	ATT CONDUIT PLAN	5/1/2019	8/9/2019
C4.10	ATT CONDUIT PLAN	5/1/2019	8/9/2019
C4.11	ATT CONDUIT PLAN	5/1/2019	8/9/2019
C4.12	ATT CONDUIT PLAN	5/1/2019	8/9/2019
C4.13	ATT CONDUIT PLAN	5/1/2019	8/9/2019
C4.14	ATT CONDUIT PLAN	5/1/2019	8/9/2019
C4.15	ATT CONDUIT PLAN	5/1/2019	8/9/2019
C4.15A	ATT CONDUIT PLAN	5/1/2019	8/9/2019
C4.16	ATT CONDUIT PLAN	5/1/2019	8/9/2019
C4.17	ATT CONDUIT PLAN	5/1/2019	8/9/2019
C4.18	ATT CONDUIT PLAN	5/1/2019	8/9/2019
C4.19	ATT CONDUIT PLAN	5/1/2019	8/9/2019
C4.20	ATT CONDUIT PLAN	5/1/2019	8/9/2019
C4.21	ATT CONDUIT PLAN	5/1/2019	8/9/2019
C4.22	ATT CONDUIT PLAN	5/1/2019	8/9/2019
C4.23	ATT CONDUIT PLAN	5/1/2019	8/9/2019
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C4.28	ATT CONDUIT PLAN	5/1/2019	8/9/2019
C4.29	ATT CONDUIT PLAN	5/1/2019	8/9/2019
C4.30	ATT CONDUIT PLAN	5/1/2019	8/9/2019
C4.31	ATT CONDUIT PLAN	5/1/2019	8/9/2019
C4.32	ATT CONDUIT PLAN	5/1/2019	8/9/2019
C4.33	ATT CONDUIT PLAN	5/1/2019	8/9/2019
C4.34	ATT CONDUIT PLAN	5/1/2019	8/9/2019
C4.35	ATT CONDUIT PLAN	5/1/2019	8/9/2019
C4.36	ATT CONDUIT PLAN	5/1/2019	8/9/2019
C4.37	ATT CONDUIT PLAN	5/1/2019	8/9/2019
C4.38	ATT CONDUIT PLAN	5/1/2019	8/9/2019
C5.01	COMCAST CONDUIT PLAN	5/1/2019	8/9/2019
C5.02	COMCAST CONDUIT PLAN	5/1/2019	8/9/2019
C5.03	COMCAST CONDUIT PLAN	5/1/2019	8/9/2019
C5.04	COMCAST CONDUIT PLAN	5/1/2019	8/9/2019
C5.05	COMCAST CONDUIT PLAN	5/1/2019	8/9/2019
C5.06	COMCAST CONDUIT PLAN	5/1/2019	8/9/2019
C5.07	COMCAST CONDUIT PLAN	5/1/2019	8/9/2019
C5.08	COMCAST CONDUIT PLAN	5/1/2019	8/9/2019
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C5.15	COMCAST CONDUIT PLAN	5/1/2019	8/9/2019
C5.15A	COMCAST CONDUIT PLAN	5/1/2019	8/9/2019
C5.16	COMCAST CONDUIT PLAN	5/1/2019	8/9/2019
C5.17	COMCAST CONDUIT PLAN	5/1/2019	8/9/2019

Drawing No.	Drawing Title	Drawing Date	Received Date
C5.18	COMCAST CONDUIT PLAN	5/1/2019	8/9/2019
C5.19	COMCAST CONDUIT PLAN	5/1/2019	8/9/2019
C5.20	COMCAST CONDUIT PLAN	5/1/2019	8/9/2019
C5.21	COMCAST CONDUIT PLAN	5/1/2019	8/9/2019
C5.22	COMCAST CONDUIT PLAN	5/1/2019	8/9/2019
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C5.26	COMCAST CONDUIT PLAN	5/1/2019	8/9/2019
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C5.33	COMCAST CONDUIT PLAN	5/1/2019	8/9/2019
C5.34	COMCAST CONDUIT PLAN	5/1/2019	8/9/2019
C5.35	COMCAST CONDUIT PLAN	5/1/2019	8/9/2019
C5.36	COMCAST CONDUIT PLAN	5/1/2019	8/9/2019
C5.37	COMCAST CONDUIT PLAN	5/1/2019	8/9/2019
C5.38	COMCAST CONDUIT PLAN	5/1/2019	8/9/2019
C6.00	FPL CONSTRUCTION DETAILS	5/1/2019	8/9/2019
C6.01	FPL CONSTRUCTION DETAILS	5/1/2019	8/9/2019
C6.02	FPL CONSTRUCTION DETAILS	5/1/2019	8/9/2019
C7.00	ATT CONSTRUCTION DETAILS	5/1/2019	8/9/2019
C8.00	COMCAST CONSTRUCTION DETAILS	5/1/2019	8/9/2019
C9.00	ROADWAY DETAILS	5/1/2019	8/9/2019
C9.01	STANDARD EASEMENT DETAILS	5/1/2019	8/9/2019
C9.02	CONSTRUCTION DETAILS	5/1/2019	8/9/2019
C10.00	ELECTRICAL SERVICE SIZING	5/1/2019	8/9/2019
SL1.00	STREET LIGHT REPLACEMENT	5/1/2019	8/9/2019
L1.00	LANDSCAPE PLANS	5/1/2019	8/9/2019
L1.01	LANDSCAPE PLANS	5/1/2019	8/9/2019
L1.02	LANDSCAPE PLANS	5/1/2019	8/9/2019
L1.03	LANDSCAPE PLANS	5/1/2019	8/9/2019
L1.04	LANDSCAPE PLANS	5/1/2019	8/9/2019
L1.05	LANDSCAPE PLANS	5/1/2019	8/9/2019
L1.06	LANDSCAPE PLANS	5/1/2019	8/9/2019
L1.07	LANDSCAPE PLANS	5/1/2019	8/9/2019
L1.08	LANDSCAPE PLANS	5/1/2019	8/9/2019
L1.09	LANDSCAPE PLANS	5/1/2019	8/9/2019
L1.10	LANDSCAPE PLANS	5/1/2019	8/9/2019
L1.11	LANDSCAPE PLANS	5/1/2019	8/9/2019
L2.00	LANDSCAPE PLANS	5/1/2019	8/9/2019
L2.01	LANDSCAPE PLANS	5/1/2019	8/9/2019



Drawing No.	Drawing Title	Drawing Date	Received Date
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SPECIFICATION BOOK**DIV 1**

01010	SUMMARY OF WORK	5/1/2019	8/9/2019
01030	HURRICANE PREPAREDNESS	5/1/2019	8/9/2019
01050	FIELD ENGINEERING AND SURVEYING	5/1/2019	8/9/2019
01060	REGULATORY REQUIREMENTS & NOTIFICATION	5/1/2019	8/9/2019
01090	REFERENCE STANDARDS	5/1/2019	8/9/2019
01152	APPLICATIONS FOR PAYMENT	5/1/2019	8/9/2019
01200	COORDINATION & PROJECT MEETINGS	5/1/2019	8/9/2019
01300	SUBMITTALS & PROGRESS SCHEDULES	5/1/2019	8/9/2019
01360	CONSTRUCTION AUDIO VIDEO DOCUMENTATION	5/1/2019	8/9/2019
01410	TESTING LABORATORY SERVICES	5/1/2019	8/9/2019
01510	TEMPORARY UTILITIES	5/1/2019	8/9/2019
01560	TEMPORARY CONTROLS	5/1/2019	8/9/2019
01570	MAINTENANCE OF TRAFFIC	5/1/2019	8/9/2019
01600	MATERIALS & EQUIPMENT	5/1/2019	8/9/2019
01700	PROJECT CLOSEOUT	5/1/2019	8/9/2019
01720	PROJECT RECORD DRAWINGS	5/1/2019	8/9/2019

DIV 2

02016	EXISTING UTILITIES AND UNDERGROUND STRUCTURES	5/1/2019	8/9/2019
02065	DEMOLITION	5/1/2019	8/9/2019
02200	EARTHWORK, EXCAVATION & BACKFILL	5/1/2019	8/9/2019
02441	DIRECTIONAL BORING OF HDPE PIPE	5/1/2019	8/9/2019
02510	PAVING AND SURFACING	5/1/2019	8/9/2019
02514	MILLING OF EXISTING ASPHALT PAVEMENT	5/1/2019	8/9/2019
02660	PRESSURE PIPE SYSTEMS	5/1/2019	8/9/2019
02670	FLUSHING, TESTING & DISINFECTION	5/1/2019	8/9/2019

APPENDIX

A	FPL INSTALLATION DETAILS	5/1/2019	8/9/2019
B	UTILITY LOCATE REPORTS	5/1/2019	8/9/2019
C	NPDES NOTICE OF INTENT	5/1/2019	8/9/2019
D	GEOTECHNICAL REPORT	5/1/2019	8/9/2019
E	PRELIMINARY FPL DESIGN PLANS	5/1/2019	8/9/2019
F	PRELIMINARY ATT DESIGN PLANS	5/1/2019	8/9/2019
G	PRELIMINARY COMCAST DESIGN PLANS	5/1/2019	8/9/2019
H	FDOT PERMIT	5/1/2019	8/9/2019
I	RECORDED EASEMENTS PHASE 2 SOUTH	5/1/2019	8/9/2019



TOWN OF PALM BEACH

Town Council Meeting on: November 12, 2019

Section of Agenda

Regular Agenda - Old Business

Agenda Title

Further Discussion Regarding Potential Changes to Fees & Regulations for Paid Parking and Other Parking Matters

Presenter

Jay Boodheshwar, Deputy Town Manager

ATTACHMENTS:

- ▣ **Memorandum Dated October 24, 2019, from Jay Boodheshwar, Deputy Town Manager**

TOWN OF PALM BEACH

Information for Special Town Council Meeting on: November 12, 2019

To: Mayor and Town Council

Via: Kirk Blouin, Town Manager

From: Jay Boodheshwar, Deputy Town Manager

Re: Further Discussion Regarding Potential Changes to Fees and Regulations for Paid Parking and Other Parking Matters

Date: October 24, 2019

STAFF RECOMMENDATION

Staff recommends Town Council review the following information and provide direction to staff, relative to desired changes to fees and regulations for placard, metered and residential permit parking spaces.

GENERAL INFORMATION

At the July 11, 2019, Special Town Council meeting, Council approved Resolution No. 50-2019, authorizing fee increases for certain “metered” parking locations, as well as parking placards, which went into effect on October 1, 2019.

In addition to the fee increases approved, Council also reviewed a number of other parking related matters at the July 11 meeting, some of which were approved and others that were deferred to the November 12, 2019, Town Council meeting for further discussion. The additional items that were approved included:

- Implementation of 24/7 enforcement of metered parking in the Phipps Ocean Park Lots, 100 Block of Royal Palm Way and the west side of South Ocean Blvd (adjacent to Mid-Town Beach), effective October 1, 2019. All other metered parking areas will continue to be enforced Monday – Saturday from 8:00am – 6:00pm.
- Conversion of the 100 Block of Sunrise from 1-hour free parking to “metered” parking, using the Park Mobile option only for payment. ***The implementation of this action was subsequently delayed at the August 14, 2019, Council meeting, to allow for further discussion at the November 12, 2019, meeting.***

The items that were deferred to the November 12, 2019, Town Council meeting included:

- 1) Conversion of the 100 Block of Sunrise from 1-hour free parking to “metered” parking (\$3/hr), using the Park Mobile option only for payment and implementation of placard parking (up to 20 placards).

- 2) Implementation of 24/7 enforcement of metered parking for Bradley Place (100 Block), Royal Palm Way/Recreation Center Parking Lot, Lake Drive (adjacent to Marina), and Peruvian Avenue (200 and 300 Blocks)
- 3) Expansion of the “metered” parking locations
- 4) Expansion of the placard parking program
- 5) Implementation of “shared parking”, using the Peruvian Ave Town employee lot

1) 100 Block of Sunrise

Staff is seeking final direction from Council regarding the previously approved conversion of all 1-hour free parking spaces to \$3/hr “metered” parking (using Park Mobile only), as well as the implementation of placard parking (permitting up to 20 placards to be sold).

2) 24/7 Enforcement of Metered Parking Areas

As outlined above, Council previously approved the implementation of 24/7 enforcement of metered parking in the Phipps Ocean Park Lots, 100 Block of Royal Palm Way and the west side of South Ocean Blvd., but deferred action on the 100 Block of Bradley Place, Royal Palm Way/Recreation Center Parking Lot, Lake Drive, and the 200 and 300 Blocks of Peruvian Avenue. Staff seeks direction on this item. If the 100 Block of Sunrise is converted to metered parking or any other areas in Town, staff also seeks direction regarding the 24/7 enforcement policy.

3) Expansion of “Metered” Parking Locations

Staff seeks direction regarding the conversion of free time-limited parking spaces on the following streets to “metered” parking (via Kiosk and Park Mobile or Park Mobile Only), which would effectively expand the metered parking program by 169-219 spaces.. To manage the new “metered” spaces the Town could deploy additional kiosks, which would cost us approximately \$1,350 per kiosk, per year for five years through the current “lease to own” contract. We would also deploy Park Mobile. Alternatively, the Town could choose to use Park Mobile only or use a combination of approaches depending on the circumstances of each area identified for expansion.

100 Block of Hammon Ave

Convert 9 spaces on east end of block from 2-hour free parking to \$3/hour (17 additional 2-hour spaces on west end of block are also available for conversion).

100, 200 and 300 Blocks of Worth Ave

Convert 132 spaces on all three blocks from 2-hour free parking to \$4/hour.

100 Block of Peruvian Ave

Convert 2 spaces on east end of block from 1-hour free parking to \$3/hour (10 additional 1-hour spaces on west end of block are also available for conversion).

100 Block of Chilean Ave

Convert 7 spaces on east end of block from 1-hour free parking to \$3/hour (9 additional 1-hour spaces on west end of block are also available for conversion).

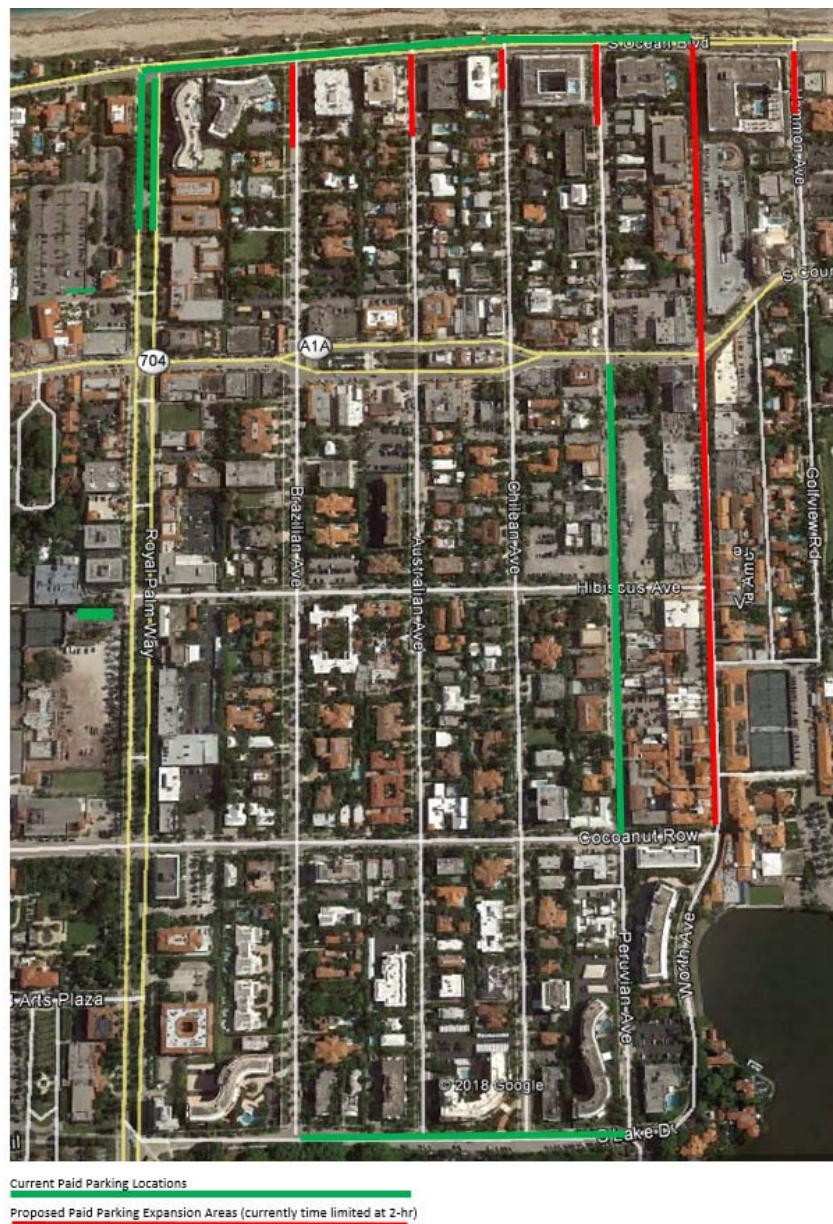
100 Block of Australian Ave

Convert 5 spaces on east end of block from 1-hour free parking to \$3/hour (6 additional 1-hour spaces on west end of block are also available for conversion).

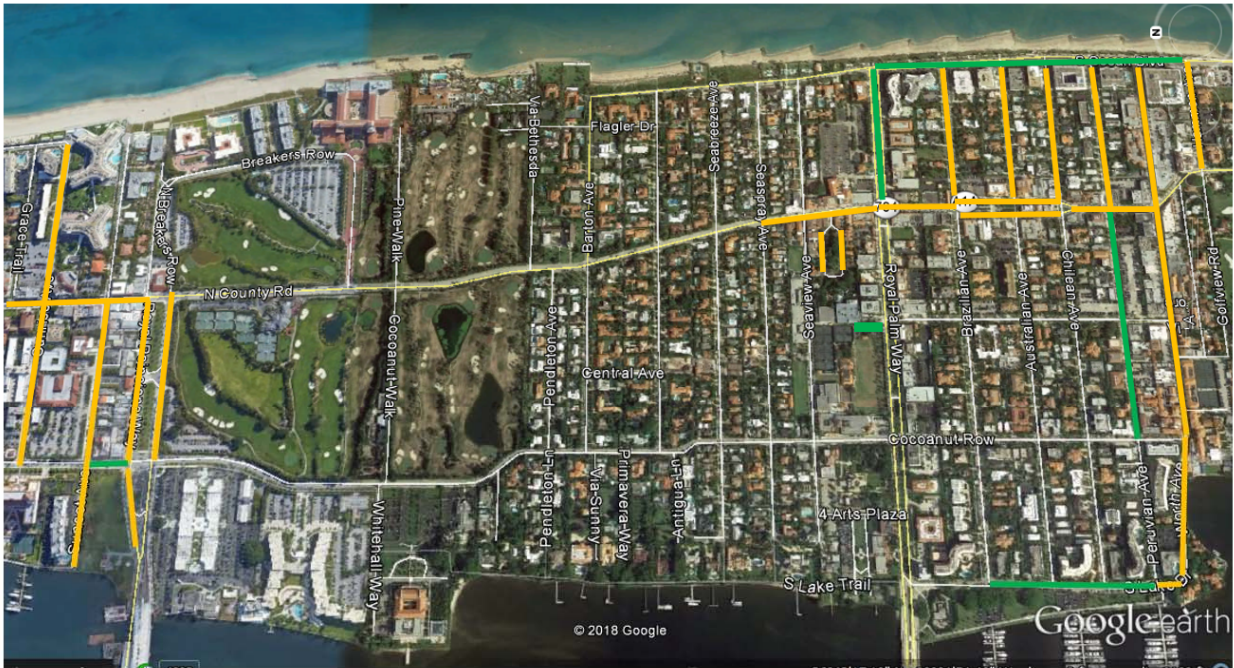
100 Block of Brazilian Ave

Convert 14 spaces on east end of block from 1-hour free parking to \$3/hour (8 additional 2-hour spaces on west end of block are also available for conversion).

The map below illustrate the areas in question. The green lines indicate current metered parking areas and the red lines indicate the free time limited spaces and locations that could be converted to meter parking.



Council may also be interested in considering all commercial areas for the implementation of “metered” parking. In May 2018, the following map was presented to highlight the areas currently time limited that could be converted to metered parking, with rates set based on demand.



Current Paid Parking Locations
Proposed Paid Parking Expansion Areas

4) Expansion of Placard Parking Program

The current placard parking areas in the mid-Town area is comprised of 139 total spaces. The expansion of the placard parking program by adding new locations in the mid-Town area, where demand significantly exceeds supply, could be considered for the blocks listed below. This list is inclusive of the areas previously presented, along with some additional ones for consideration. South County Road was removed per Council feedback at the July 11 meeting. The default free time limited regulation will remain in effect but placard holders for these areas will not be held to the time limitation. A total of 329 on-street spaces are included in the list below, but only 25% of these spaces are proposed for placard sales, ensure plenty of spaces for non-placard holders.

STREET NAME	BLOCK	SPACES	PLACARDS
Australian Ave	100	11	3
Australian Ave	200	15	4
Australian Ave	300	23	6
Australian Ave	400	17	4
Brazilian Ave	100	22	6
Brazilian Ave	200	23	6

Brazilian Ave	300	17	4
Brazilian Ave	400	16	4
Chilean Ave	100	16	4
Chilean Ave	200	18	5
Chilean Ave	300	19	5
Chilean Ave	400	20	5
Cocoanut Row	300	46	12
Hammon Ave	100	26	7
Hibiscus Ave	300	17	4
Peruvian Ave	100	12	3
Worth Ave	400	11	3
		329	82

5) Shared Parking in Town Employee Lots

The Town employee parking lot on Peruvian Avenue (just west of S. County Road) is primarily used Monday – Friday from 7:00am – 5:30pm. At the July 11, Council meeting staff was asked to provide information about creating a “shared parking” program in that lot. Staff has learned that there may be usage limitations that were placed on this lot, per a Declaration of Use Agreement from 1999, when said parcel was conveyed to the Town. A shared parking program (i.e. implementing metered public parking) is possible but modifications to the Declaration of Use Agreement may be required. Staff seeks direction on this matter.

Along with the Peruvian lot, staff has also identified the possibility of using the Australian Ave employee lot during “off hours” for off-street parking, including valet. A special exception use approval would be required if this is something Town Council would like to pursue as well.

Residential Permit Parking

On a related parking matter, staff has received inquiries from time to time about the potential of expanding the total number of residential permit decals and visitor passes a resident can purchase. Currently, residents are permitted to purchase up to four (4) decals and visitor passes in the combination they choose at the cost of \$50 each. Staff is seeking Council direction to expand this number to perhaps eight (8). One of the upsides of such a change is the flexibility it provides for residents to have more guests visit their homes. One of the downsides of such a change relates to supply and demand, as RPP spaces are first come first serve.

Study of Parking Regulations

Prior to the adoption of any of the undecided items above, Council could choose to engage with an appropriate subject matter expert to review our current parking regulations and provide recommendations on the changes we’ve reviewed, as well as other best practices that may be worthy of consideration. Staff is currently finalizing an RFP to determine what a regulation study would cost and should have a proposal before the February 2020 Council meeting.

cc: Department Directors

TOWN OF PALM BEACH

Town Council Meeting on: November 12, 2019

Section of Agenda

Regular Agenda - Old Business

Agenda Title

Proposed Amendments to FY2020 Recreation Department Tennis Fees

Presenter

Carolyn Stone, Director of Business Development and Operations

ATTACHMENTS:

- ▣ **Memorandum Dated October 27, 2019 From Carolyn Stone, Director of Business Development and Operations**
- ▣ **Resolution No. 126-2019 - Recreation Department Fees**

TOWN OF PALM BEACH

Information for Town Council Meeting on: November 12, 2019

To: Mayor and Town Council

Via: Kirk Blouin, Town Manager

From: Carolyn Stone, Director of Business Development and Operations

Re: Proposed Amendments to FY2020 Recreation Department Tennis Fees
Resolution No. 126-2019

Date: October 27, 2019

STAFF RECOMMENDATION

Staff recommends that Town Council approve Resolution No. 126-2019, amending the approved Recreation Department tennis fees for FY20, as outlined below and on the attached resolution.

Resolution No. 51-2019 established the Recreation Department fees for FY20. Staff recommends maintaining the fees as approved with the following modifications: the addition of a seasonal pass to accompany the annual pass for both residents and non-residents, a decrease of the approved fees for the resident and non-resident 12 play passes and a decrease in the daily non-resident adult and junior fees.

GENERAL INFORMATION

At the direction of the Town Council, staff has evaluated options for Council consideration to the tennis fee schedule. Based on market data and facility comparisons, the staff recommends the Town Council maintain the fees as approved during the FY20 budget process with modifications including the addition of a seasonal play pass, a reduction to the resident and non-resident 12- play pass, and a reduction in the daily resident and non-resident daily junior fees.

Annual play passes only comprise a small portion of the revenue at the tennis centers. In FY18, only 48 residents purchased an annual pass and 18 non-residents. The main issues concerning the rates revolved around residents advocating for non-residents where the greatest fee increases were approved. To address the concern regarding the fee increases, staff recommends adding a new category fee - a seasonal pass - which will permit seasonal pass holders to use the facility from November 1- April 30. This is advantageous for the Town as it will accommodate those users who play for Town – sponsored tennis teams. For this pass, the resident seasonal rates will be \$415.80 and non-residents \$979.30. These fees are above the annual pass for both residents and non-residents in FY19 but not as expensive as the full annual pass as approved for FY20.

In addition to the introduction of a seasonal pass, staff recommends slight reductions in both the 12-play passes and daily fees for residents at \$170.00 and non – residents at \$ 209.00. Daily fees for resident juniors, non – resident adults and non-resident juniors will also be adjusted lower to \$10.00, \$17.00 and \$10.00 respectively. Please see the chart below that shows the adjustments and additions.

Pass Type	FY2019	FY2020 Approved	FY2020 Proposed modifications
Annual Pass- Res Adult	\$ 419.50	\$ 594.00	\$ 594.00
Annual Pass- Res Junior	\$ 70.00	\$ 256.00	\$ 256.00
Annual Pass- Res Family	\$ 639.50	\$ 831.00	\$ 831.00
Annual Pass- Non-Res Adult	\$ 660.00	\$ 1,399.00	\$ 1,399.00
Annual Pass- Non-Res Junior	\$ 120.00	\$ 425.00	\$ 425.00
Annual Pass- Non-Res Family	\$ 965.00	\$ 1,998.00	\$ 1,998.00
*Seasonal Pass - Res Adult			\$ 415.80
*Seasonal Pass - Res Junior			\$ 179.20
*Seasonal Pass - Res Family			\$ 581.70
*Seasonal Pass - Non Res Adult			\$ 979.30
*Seasonal Pass - Non-Res Junior			\$ 297.50
*Seasonal Pass - Non-Res Family			\$ 1,398.60
Play Pass Res Adult	\$ 112.00	\$ 180.00	\$ 170.00
Play Pass Res Junior	\$ 64.00	\$ 120.00	\$ 95.00
Play Pass Non Res Adult	\$ 166.00	\$ 228.00	\$ 204.00
Play Pass Non Res Junior	\$ 76.00	\$ 132.00	\$ 125.00
Daily Res Adult	\$ 9.50	\$ 15.00	\$ 15.00
Daily Res Junior	\$ 5.50	\$ 10.00	\$ 10.00
Daily Non Res Adult	\$ 14.00	\$ 19.00	\$ 17.00
Daily Non Res Junior	\$ 6.50	\$ 15.00	\$ 11.00
*Seasonal Passes are being introduced in this recommendation			

TOWN ATTORNEY REVIEW

The Town Attorney has reviewed for legal form and sufficiency.

cc: Jay Boodheshwar, Deputy Town Manager

RESOLUTION NO. 126-2019

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF
PALM BEACH, PALM BEACH COUNTY, FLORIDA,
AMENDING RESOLUTION 51-2019 RECREATION
DEPARTMENT FEES AS OUTLINED IN THE ATTACHED FEE
SCHEDULE.**

WHEREAS; on July 11, 2019, the Town Council adopted Resolution No. 51-2019, establishing Recreation Department Fees for the ensuing year; and

WHEREAS; on July 11, 2019, the Town of Palm Beach conducted their annual evaluation of the fee schedule of recreation department fees, and;

WHEREAS; on October 10, 2019, the Town Council directed staff to revisit tennis fees after their initial approval in July, 2019; and

WHEREAS; Staff has proposed to revise the fees to add a seasonal pass, modify the 12-play and adjust daily tennis fees as provided on the attached fee schedule.

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

The fee schedule previously approved pursuant to Resolution No. 51-2019 is hereby amended as provided in the fee schedule attached hereto and incorporated by reference as part of this resolution.

PASSED AND ADOPTED in a regular, adjourned session of the Town Council of the Town of Palm Beach assembled this 12 day of November 2019.

Gail L. Coniglio, Mayor

ATTEST:

Kathleen Dominguez, CMC, Town Clerk

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TOWN OF PALM BEACH

Town Council Meeting on: November 12, 2019

Section of Agenda

Regular Agenda - New Business

Agenda Title

Consideration of Refunding the 2013 Revenue Bonds

a. RESOLUTION NO. 142-2019 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Authorizing the Issuance of Not Exceeding \$52,000,000 Town of Palm Beach, Florida Public Improvement Revenue Refunding Bonds (Capital Improvement and Coastal Management Program) in One or More Series for the Purpose of Refunding All or a Portion of the Town's Public Improvement Revenue Bonds, Series 2013 (Capital Improvement and Coastal Management Program), Subject to Subsequent Proceedings and Approvals by the Town Council; Authorizing and Directing the Town Manager or the Director of Finance to "Deem Final" the Preliminary Official Statement Relating to the Bonds for the Purposes of Rule 15c2-12 of the Securities and Exchange Commission; Authorizing and Directing the Mayor, Town Council Members, the Town Manager, the Director of Finance and Other Proper Officials of the Town to Execute and Deliver any and all Documents and Instruments and to do and Cause to be Done any and all Acts and Things Necessary or Proper for Carrying Out the Transactions Contemplated by This Resolution: and Providing for an Effective Date.

b. RESOLUTION NO. 143-2019 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Supplementing Town Resolution No. 142-2019 to Authorize the Public Sale of Town of Palm Beach, Florida Public Improvement Revenue Refunding Bonds, Federally Taxable Series 2019 (Capital Improvement and Coastal Management Program) (The "SERIES 2019 BONDS"); Approving the Form of and Authorizing the Use of a Preliminary Official Statement, Official Notice of Sale and Summary Notice of Sale in Connection with the Public Sale of the Series 2019 Bonds; Authorizing the Execution and Delivery of an Official Statement in Connection with the Series 2019 Bonds; Authorizing the Execution and Delivery of an Escrow Deposit Agreement; Requiring Compliance within Certain Statutory Requirements; Authorizing and Directing the Town Manager and Director of Finance to Determine Certain other Details of Said

Series 2019 Bonds Within the Parameters Set Forth Herein; Authorizing the Proper Officials to do all Other Things Deemed Necessary or Advisable in Connection with the Issuance, Sale and Delivery of Said Series 2019 Bonds; and Providing for an Effective Date.

Presenter

Jane Le Clainche, Director of Finance

ATTACHMENTS:

- ▣ **Memorandum Dated October 31, 2019, from Jane Le Clainche, Director of Finance**
- ▣ **Resolution No. 142-2019**
- ▣ **Resolution No. 143-2019**
- ▣ **Exhibit A**
- ▣ **Exhibit A**
- ▣ **Exhibit B**
- ▣ **Exhibit C**

TOWN OF PALM BEACH

Information for Town Council Meeting on: November 12, 2019

To: Mayor and Town Council

Via: Kirk Blouin, Town Manager

From: Jane Le Clainche, Director of Finance

Re: Refunding of the 2013 Bonds
Resolution No. 142-2019
Resolution No. 143-2019

Date: October 31, 2019

STAFF RECOMMENDATION

Staff requests Town Council approval of Resolution No. 142-2019 and Resolution No. 143-2019 which would allow for the refinancing of a portion of the Town's Public Improvement Revenue Bonds, Series 2013 (Capital Improvement and Coastal Management Program) (the "2013 Bonds").

GENERAL INFORMATION

At the October 10, 2019, Town Council meeting, the Town Council voted to move forward with the documents necessary to refinance the 2013 Bonds. The Resolutions are attached for your review and approval.

The first Resolution (No.142-2019) is the "Bond Authorizing Resolution," which sets forth the basic terms and provisions of the Public Improvement Revenue Refunding Bonds, Federally Taxable Series 2019 (Capital Improvement and Coastal Management Program) (the "2019 Bonds), application of 2019 Bonds proceeds and the 2019 Bond form. The second Resolution (No.143-2019) is the "Parameters Award Resolution," which supplements the Bond Authorizing Resolution by setting forth certain details of the 2019 Bonds and providing for the public sale of the 2019 Bonds and authorizing the issuance thereof on a delegated award basis, subject to meeting certain parameters, including, meeting net present value debt service savings of not less than five percent (5%) of the principal amount of the Refunded 2013 Bonds as confirmed by the Town's Financial Advisor, rate or rates of interest on the 2019 Bonds such that the true interest cost shall not be in excess of 5.00% per annum, principal and maturity limitations. The Parameters Award Resolution delegates authority to the Director of Finance to determine certain initial details of the 2019 Bonds in connection with the public sale thereof and authorizes the Mayor or Town Manager to award the 2019 Bonds subject to meeting the parameters. Furthermore, the Parameters Award Resolution approves the Preliminary Official Statement, Summary Notice of Sale, Official Notice of Sale and Escrow Deposit Agreements in substantially the forms attached. Additionally, the Parameters Award Resolution authorizes the purchase of escrow securities, appoints a paying

agent, registrar and escrow agent for the 2019 Bonds, and authorizes certain Town officials to execute and deliver any and all documents and instruments and to do and cause to be done any and all acts and things necessary or proper for carrying out the transactions contemplated by such Resolution.

The Town's Financial Advisor, Mr. Jay Glover with PFM, will be in attendance to make a brief presentation regarding the refinancing and provide an update on the current refunding position. Mr. Mark-David Adams, the Town's Bond Counsel will also be in attendance to answer any questions.

TOWN ATTORNEY REVIEW

The attached Resolutions were prepared by the Town's Bond Counsel, Locke Lord LLP.

FUNDING/FISCAL IMPACT

Based on market conditions as of October 31, the estimated net present value debt service savings the Town could achieve is \$3.8 million or 9% of the Refunded 2013 Bonds par amount. This equates to approximately \$230,000 annually through 2043 (no extension of the final maturity). The actual savings realized will depend on the market conditions at the time the 2019 Bonds are sold.

Attachments

jl

RESOLUTION NO. 142 - 2019

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE ISSUANCE OF NOT EXCEEDING \$52,000,000 TOWN OF PALM BEACH, FLORIDA PUBLIC IMPROVEMENT REVENUE REFUNDING BONDS (CAPITAL IMPROVEMENT AND COASTAL MANAGEMENT PROGRAM) IN ONE OR MORE SERIES FOR THE PURPOSE OF REFUNDING ALL OR A PORTION OF THE TOWN'S PUBLIC IMPROVEMENT REVENUE BONDS, SERIES 2013 (CAPITAL IMPROVEMENT AND COASTAL MANAGEMENT PROGRAM), SUBJECT TO SUBSEQUENT PROCEEDINGS AND APPROVALS BY THE TOWN COUNCIL; AUTHORIZING AND DIRECTING THE TOWN MANAGER OR THE DIRECTOR OF FINANCE TO "DEEM FINAL" THE PRELIMINARY OFFICIAL STATEMENT RELATING TO THE BONDS FOR PURPOSES OF RULE 15c2-12 OF THE SECURITIES AND EXCHANGE COMMISSION; AUTHORIZING AND DIRECTING THE MAYOR, TOWN COUNCIL MEMBERS, THE TOWN MANAGER, THE DIRECTOR OF FINANCE AND OTHER PROPER OFFICIALS OF THE TOWN TO EXECUTE AND DELIVER ANY AND ALL DOCUMENTS AND INSTRUMENTS AND TO DO AND CAUSE TO BE DONE ANY AND ALL ACTS AND THINGS NECESSARY OR PROPER FOR CARRYING OUT THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, pursuant to Resolution Nos. 194-2013 and 196-2013 (collectively, the "2013 Bond Resolution") adopted by the Town Council on November 12, 2013 the Town issued its Public Improvement Revenue Bonds, Series 2013 (Capital Improvement Coastal Management Program) (the "Series 2013 Bonds") to (i) finance or refinance various components of the Town's Capital Improvement Plan and Coastal Management Program (collectively, the "Project"); and (ii) pay the costs of issuing the Series 2013 Bonds; and

WHEREAS, according to PFM Financial Advisors LLC, the Town's Financial Advisor, recent record low market interest rates make it advisable for the Town to refund all or a portion of the Series 2013 Bonds (collectively, the "Refunded Bonds"); and

WHEREAS, since it is not possible under current law to advance refund the Series 2013 Bonds on a federally tax-exempt basis, it will be necessary to issue the Series 2019 Bonds (as defined herein) on a federally taxable basis.

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

ARTICLE I

STATUTORY AUTHORITY; FINDINGS AND DEFINITIONS

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

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

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

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

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

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

(d) “Bond Counsel” shall mean Locke Lord LLP or any other firm of nationally recognized bond counsel selected by the Town.

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

(f) “Bonds” shall mean, collectively, the Series 2019 Bonds authorized by this Resolution.

(g) “Council” or “Town Council” or shall mean the duly constituted governing body of the Town.

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

(i) “Credit Facility” or “Credit Facilities” shall mean, either individually or collectively, as appropriate, any municipal bond insurance policy, surety bond, letter of credit, line of credit, guaranty, or such other instrument or instruments that would enhance the credit of the Bonds. The term Credit Facility shall not mean a Reserve Account Credit Facility.

(j) “Credit Facility Issuer” shall mean the provider of a Credit Facility.

(k) “Debt Service Reserve Requirement” shall mean an amount required to be on deposit in a Debt Service Reserve Account, if any is created and established with respect to one or more Series of Bonds, which amount shall equal the lesser of (i) one hundred twenty-five percent (125%) of the average annual amount of debt service on all Series of Bonds Outstanding for the then current fiscal year or any future fiscal year, (ii) ten percent (10%) of the respective proceeds (as such term is defined under the Code for such purpose) of each Series of Bonds, or (iii) the maximum annual aggregate debt service on all Series of Bonds outstanding for the then current fiscal year or any future fiscal year. All or a portion of such Debt Service Reserve Requirement may be satisfied by obtaining a Reserve Account Credit Facility with the requisite coverage; provided that, if a supplemental resolution authorizing the issuance of a Series of Bonds provides for or permits the establishment of a separate Debt Service Reserve sub-account to secure only such Series of Bonds (with such Series of Bonds having no claim on the other moneys, if any, deposited to the credit of the Debt Service Reserve Account, if established), the Debt Service Reserve Requirement for such Series of Bonds shall be calculated as set forth in or pursuant to the related supplemental resolution, and (x) in such event or (y) in the event that a supplemental resolution relating to a Series of Bonds, including the Series 2019 Bonds, provides or permits that such Series of Bonds shall not be secured by a Debt Service Reserve Account (or sub-account therein) each such Series of Bonds shall not be deemed outstanding for purposes of calculating the Debt Service Reserve Requirement under this Resolution

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

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

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

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

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

(n) “Disclosure Counsel” means Greenspoon Marder LLP or any other firm selected by the Town to serve in such capacity.

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

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

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

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

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

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

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

the Town; provided further, that (A) any such repurchase agreement shall be held free and clear of any lien by the Paying Agent, (B) the repurchase agreement shall have a term of thirty days or less or the Depository will value the collateral securities no less frequently than monthly and will liquidate the collateral securities if any deficiency in the required collateral percentage is not restored within two business days of such valuation, and (C) the repurchase agreement matures at least ten days (or other appropriate liquidation period) prior to a debt service payment date.

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

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

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

(r) "Maximum Debt Service" shall mean, at any time, the maximum amount required in the then current or any future fiscal year to pay (i) all Non-Self Supporting Debt, and (ii) the proposed indebtedness of the Town (A) which will be payable from Non-Ad Valorem Revenues, or (B) for which the Non-Ad Valorem Revenues will be pledged. In calculating Maximum Debt Service, interest payments on any Bonds which are eligible to receive Direct Payments shall be calculated net of expected receipt of such Direct Payments. In the event any Bonds are additionally secured by non-ad valorem special assessments, for purposes of calculating Maximum Debt Service, debt service payments shall be calculated net of the amount of such non-ad valorem special assessments collected during the prior fiscal year provided that at least 90% of the non-ad valorem special assessments imposed in the prior fiscal year are collected. In the case of Bonds bearing interest at a variable rate ("Variable Rate Bonds"), interest on such Variable Rate Bonds shall be assumed to be the greater of (A) one hundred ten percent (110%) of the average interest rate on such Variable Rate Bonds during the twenty-four months ending with the month preceding the date of calculation or such shorter period that such Variable Rate Bonds shall have been Outstanding, and (B) the actual rate of interest on such

Variable Rate Bonds on the date of calculation; provided that if a series of Variable Rate Bonds had not been Outstanding prior to the date of calculation, the amount set forth in clause (A) above shall be calculated as though said Variable Rate Bonds had been Outstanding for the twenty-four month period by using (i) one hundred ten percent (110%) of the average of the Securities Industry and Financial Markets Association (SIFMA) Municipal Swap Index for the twenty-four months ending with the month preceding the date of calculation, and (ii) if the Variable Rate Bonds are bonds the interest of which is includible in the gross income of the holders thereof for federal income tax purposes, the 1-month LIBOR interest rate.

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

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

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

(v) “Ordinance” shall mean Article II of Chapter 90 of the Town’s Code of Ordinances, as amended.

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

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

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

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

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

(z) “Pledged Revenues” shall mean (i) Town Moneys, (ii) any proceeds of Bonds originally deposited with the Town and all moneys deposited and held from time to time by the Town in the funds and accounts established under this Resolution in each case until applied in accordance with this Resolution, (iii) investment income received by the Town in the funds and accounts established under this Resolution, and (iv) any other moneys received by the Paying Agent in connection with repayment of the Bonds.

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

(bb) “Refunded Bonds” shall mean that portion of the Series 2013 Bonds refunded with a portion of the proceeds of the 2019 Bonds.

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

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

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

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

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

(hh) “S&P” shall mean S&P Global Ratings, a division of S&P Global, Inc., its successors and their assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, “S&P” shall be deemed to refer to any other nationally recognized securities rating agency designated by the Town notice to the Registrar and the Paying Agent.

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

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

(kk) “Series 2019 Bonds” shall mean the Town’s Public Improvement Revenue Refunding Bonds, Federally Taxable Series 2019 (Capital Improvement and Coastal Management Program) authorized by this Resolution.

(ll) “Series 2013 Bonds” shall mean the Town’s Public Improvement Revenue Bonds, Series 2013 (Capital Improvement and Coastal Management Program).

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

(nn) “Town” shall mean the Town of Palm Beach, Florida, a municipal corporation in the County of Palm Beach, State of Florida, and its successors and assigns.

(oo) “Town Moneys” shall mean the moneys budgeted and appropriated by the Town, and deposited into the Sinking Fund established hereunder, from Non-Ad Valorem Revenues pursuant to the Town’s covenant to budget and appropriate Non-Ad Valorem Revenues contained in Section 3.2 of this Resolution.

Words importing singular number shall include the plural number and vice versa, as the case may be, and words importing persons shall include firms and corporations.

SECTION 1.4. Resolution Constitutes Contract. In consideration of the acceptance of the Bonds authorized to be issued hereunder by those who shall own the same from time to time, this Resolution shall be deemed to be and shall constitute a contract between the

Town and the Holder and the covenants and agreements herein and therein set forth to be performed by said Town shall be for the benefit, protection and security of the Holder.

ARTICLE II

AUTHORIZATION, TERMS, EXECUTION AND REGISTRATION OF BONDS

SECTION 2.1. Authorization of Bonds. Subject and pursuant to the provisions of this Resolution, bonds of the Town to be known as “Town of Palm Beach, Florida Public Improvement Revenue Refunding Bonds” are hereby authorized to be issued as provided in this Resolution, which Bonds may be issued all at one time or from time to time in one or more series for the purpose of refunding all or a portion of the Refunded Bonds. Each Series of Bonds shall be designated as, and shall be distinguishable from the Bonds of all other Series by such means, as the Town deems appropriate.

The Town’s Public Improvement Revenue Refunding Bonds, Federally Taxable Series 2019 (Capital Improvement and Coastal Management Program), which are to be issued to refund on an advance basis the Refunded Bonds, are hereby authorized to be issued in the principal amount of not exceeding \$52,000,000.

Notwithstanding the foregoing, the Town may adjust the series designation as deemed appropriate, including, but not limited to changing the series designation to reflect the calendar year in which such Bonds are issued.

The Bonds shall be issued in fully registered form without coupons.

SECTION 2.2. Manner of Payment of Bonds. Principal of and redemption premium, if any, on the Bonds shall be payable to the owners of the Bonds upon presentation and surrender of the Bonds as they become due at the designated principal corporate trust office of the Paying Agent. Except as otherwise set forth below, interest on the Bonds shall be payable (i) by check drawn upon the Paying Agent and mailed on the interest payment date to the owners of the Bonds as of the close of business on the fifteenth business day (“Record Date”) next preceding each interest payment date at the registered addresses of such owners as they shall appear on the registration books as of such Record Date, notwithstanding the cancellation of any Bond upon any exchange or transfer thereof subsequent to the Record Date and prior to such interest payment date, (ii) upon the request of a registered Bondholder of at least \$1,000,000 in principal amount of Bonds, all payment of interest on its Bonds shall be paid by wire transfer in immediately available funds to an account designated by such registered Bondholder and on file with the Paying Agent as of the applicable Record Date, and (iii) in the case of interest payable upon redemption or at final maturity, upon presentation of the Bonds at the designated principal corporate trust office of the Paying Agent.

(a) If and to the extent that there shall be a default in the payment of the interest due on an interest payment date, such defaulted interest shall be paid to the Owners in whose name the Bonds (or any Bond or Bonds issued upon transfer or exchange thereof) are registered at the close of business on the fifteenth business day next preceding the date of

payment of such defaulted interest established by notice mailed by the Registrar to the registered owners not less than the tenth day preceding such interest payment date. All payments of principal, redemption premium, and interest shall be made in such coin or currency of the United States of America as, at the respective times of payment, shall be legal tender for the payment of public and private debts.

(b) The foregoing notwithstanding, any Series of the Bonds may be registered under the Book-Entry System, as shall be determined by subsequent proceedings of the Town Council; and, in such case, the payment of principal of, redemption premium, if any, and interest on the Bonds shall be payable in the manner required by the Securities Depository and mutually agreeable to the Town and Paying Agent.

SECTION 2.3. Notice of Redemption. In the event any of the Bonds are called for redemption, the Paying Agent shall give notice, in the name of the Town, of the redemption of such Bonds, which notice shall (i) specify the Bonds, including series designation, to be redeemed, the CUSIP numbers, certificate numbers, the date of issue, interest rate, maturity date of the Bonds redeemed, the redemption date, the date of notice, the redemption price and the place or places where amounts due upon such redemption will be payable (which shall be the designated principal corporate trust office of the Paying Agent or of its agent, including the name and telephone number of a representative of such Paying Agent) and, if less than all of the Bonds are to be redeemed, the numbers of the Bonds, and the portions of Bonds, so to be redeemed, and (ii) state that on the redemption date, the Bonds to be redeemed shall cease to bear interest.

Notice of redemption shall be given by the Paying Agent in the name of the Town by mailing a copy of an official redemption notice to the owners of the Bonds not less than 30 days nor more than 60 days prior to the date fixed for redemption to (i) the respective owners of the Bonds designated for redemption by first class mail at their addresses appearing on the bond registration books of the Town maintained by the Registrar, (ii) the Securities Depository, (iii) at least two nationally recognized information services and (iv) to the registered Bondholders of \$1,000,000 or more in aggregate principal amount (accreted values at maturity for zero coupon bonds) of Bonds; provided, however, that such notice with respect to those Bondholders described in (ii), (iii) and (iv), shall be given by certified mail, return receipt requested.

A second notice of redemption shall be given within 60 days after the redemption date in the manner required above to the registered Bondholders of redeemed Bonds which have not been presented for payment within 30 days after the redemption date. However, failure to give such notice shall not affect the validity of the redemption of the Bonds.

If any of the Bonds are redeemed pursuant to an advance refunding, notice of such advance refunding and redemption shall be given in the same manner as above provided.

Anything contained in this Resolution to the contrary notwithstanding, failure to mail any such notice (or any defect therein) to one or more Bondholders shall not affect the validity of any proceedings for such redemption with respect to Bondholders to which notice was duly mailed hereunder.

(a) Any Bonds, which have been duly selected for redemption, as well as any Bonds shall cease to bear interest on the specified redemption date.

SECTION 2.4. Book-Entry System. As long as any Series of Bonds is registered under the Book-Entry System, the Town and the Registrar shall comply with the terms of the agreement entered into with the Securities Depository (the “Book-Entry Agreement”) with respect to such Series. However, the Book-Entry System through the Securities Depository may be terminated upon the happening of any of the following:

(a) The Securities Depository or the Town, based upon advice from the Securities Depository, advise the Registrar that the Securities Depository is no longer willing or able to properly discharge its responsibilities under the Book-Entry Agreement and the Registrar and the Town are unable to locate a qualified successor clearing agency satisfactory to the Registrar and the Town; or

(b) The Town, in its sole discretion but with the prior written consent of the Registrar, elects to terminate the Book-Entry System by notice to the Securities Depository and the Registrar.

(2) Upon the occurrence of any event described above, the Town shall, if necessary, adopt a resolution supplemental to this Resolution to add to the provisions of this Resolution any provisions deemed reasonably necessary or required with respect to Replacement Bonds (including, but not limited to, the provision for the cost and expenses for the printing thereof) and to account for the fact that, thereafter, the Bonds will no longer be registered under the Book-Entry System, and the Registrar shall notify the Securities Depository of the occurrence of such event and of the availability of definitive or temporary Replacement Bonds to Beneficial Owners requesting the same, in an aggregate outstanding amount representing the interest of each such Beneficial Owner, making such adjustments and allowances as it may find necessary or appropriate as to accrued interest and previous payments of principal. Definitive Replacement Bonds shall be issued only upon surrender to the Registrar of the Bond of each maturity by the Securities Depository, accompanied by registration instructions for the definitive Replacement Bonds for such maturity from the Securities Depository. Neither the Town nor the Registrar shall be liable for any delay in delivery of such instructions and conclusively may rely on, and shall be protected in relying on, such instructions.

(3) Whenever the Bonds are registered under the Book-Entry System and notice or other communication to the Bondholders is required under this Resolution, unless and until Replacement Bonds shall have been issued with respect to the Bonds, the Town or the Registrar, as the case may be, shall give to the Securities Depository one copy of each such notice and communication specified herein or required by this Resolution to be given to the Beneficial Owners of the Bonds.

SECTION 2.5. Description of Bonds. The Bonds shall be payable, with respect to interest and principal, in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts; shall be issued in the form of fully registered Bonds; shall mature at such times and bear interest at such rate or rates as

shall be approved by subsequent proceedings of the Town Council. Interest shall be calculated on a 360-day year of twelve 30-day months. The Bonds shall be issued in the minimum denominations of \$5,000 and integral multiples thereof ("Authorized Denominations").

SECTION 2.6. Execution of Bonds. Said Bonds shall be signed in the name of the Town by the Mayor of the Town of Palm Beach, Florida or in the absence of the Mayor, any Town Council Member, and the seal of the Town shall be affixed thereto or imprinted or reproduced thereon and attested by the Town Clerk of the Town of Palm Beach, Florida or in the absence of the Town Clerk, any Deputy Town Clerk. The signatures of said Mayor and Town Clerk on said Bonds may be manual or facsimile signatures. In case any one or more of the officers who shall have signed or sealed any of the Bonds shall cease to be such officer of the Town before the Bonds so signed and sealed shall have been actually sold and delivered, such Bonds may nevertheless be sold and delivered as herein provided and may be issued as if the person who signed and sealed such Bonds had not ceased to hold such office. Any Bond may be signed and sealed on behalf of the Town by such person as at the actual time of the execution of such Bond shall hold the proper office, although at the date of issue of such Bonds such person may not have held such office or may not have been so authorized.

The Bonds shall bear thereon a certificate of authentication executed manually by the Registrar. Only such Bonds as shall bear thereon such certificate of authentication shall be entitled to any right or benefit under this Resolution and no Bond shall be valid or obligatory for any purpose until such certificate of authentication shall have been duly executed by the Registrar. Such certificate of the Registrar upon any Bond executed on behalf of the Town shall be conclusive evidence that the Bond so authenticated has been duly authenticated and delivered under this Resolution and that the Holder thereof is entitled to the benefits of this Resolution.

SECTION 2.7. Negotiability, Registration and Cancellation. At the option of the registered Holder thereof and upon surrender thereof at the principal office of the Registrar with a written instrument of transfer satisfactory to the Registrar duly executed by the registered Holder or his duly authorized attorney and upon payment by such Holder of any charges which the Registrar or the Town may make as provided in this Section, the Bonds may be exchanged for Bonds of the same aggregate principal amount of the same Series and maturity of any other authorized denominations.

The Registrar shall keep books for the registration of Bonds and for the registration of transfers of Bonds. The Bonds shall be transferable by the Holder thereof in person or by his attorney duly authorized in writing only upon the books of the Town kept by the Registrar and only upon surrender thereof together with a written instrument of transfer satisfactory to the Registrar duly executed by the Holder or his duly authorized attorney. Upon the transfer of any such Bond, the Town shall cause to be issued in the name of the transferee a new Bond or Bonds.

The Town, the Paying Agent and the Registrar may deem and treat the person in whose name any Bond shall be registered upon the books kept by the Registrar as the absolute Owner of such Bond, whether such Bond shall be overdue or not, for the purpose of receiving payment of, or on account of, the principal of, premium, if any, and interest on such Bond as the same become due and for all other purposes. All such payments so made to any such Holder or

upon his order shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and neither the Town, the Paying Agent nor the Registrar shall be affected by any notice to the contrary.

In all cases in which the privilege of exchanging Bonds or transferring Bonds is exercised, the Town shall execute and the Registrar shall authenticate and deliver Bonds in accordance with the provisions of this Resolution. All Bonds surrendered in any such exchanges or transfers shall forthwith be delivered to the Registrar and canceled by the Registrar in the manner provided in this Section. There shall be no charge for any such exchange or transfer of Bonds, but the Town or the Registrar may require the payment of a sum sufficient to pay any tax, fee or other governmental charge required to be paid with respect to such exchange or transfer. Neither the Town nor the Registrar shall be required (a) to transfer or exchange Bonds of any Series for a period of 15 days next preceding an interest payment date on such Bonds of such Series or next preceding any selection of Bonds of such Series to be redeemed or thereafter until after the mailing of any notice of redemption; or (b) to transfer or exchange any Bonds of any Series called for redemption.

All Bonds paid or redeemed, either at or before maturity shall be delivered to the Paying Agent when such payment or redemption is made, and such Bonds, together with all Bonds purchased by the Town, shall thereupon be promptly canceled. Bonds so canceled may at any time be destroyed by the Paying Agent, who shall execute a certificate of destruction in duplicate by the signature of one of its authorized officers describing the Bonds so destroyed, and one executed certificate shall be filed with the Town and the other executed certificate shall be retained by the Paying Agent.

SECTION 2.8. Bonds Mutilated, Destroyed, Stolen or Lost. In case any Bond shall become mutilated, destroyed, stolen or lost, the Town may execute and the Registrar shall authenticate and deliver a new Bond of like Series, date, maturity, denomination and interest rate as the Bond so mutilated, destroyed, stolen or lost; provided that, in the case of any mutilated Bond, such mutilated Bond shall first be surrendered to the Town and, in the case of any lost, stolen or destroyed Bond, there shall first be furnished to the Town and the Registrar evidence of such loss, theft, or destruction satisfactory to the Town and the Registrar, together with indemnity satisfactory to them. In the event any such Bond shall be about to mature or have matured or have been called for redemption, instead of issuing a duplicate Bond, the Town may direct the Paying Agent to pay the same without surrender thereof. The Town and the Registrar may charge the Holder of such Bond their reasonable fees and expenses in connection with this transaction. Any Bond surrendered for replacement shall be canceled in the same manner as provided in Section 2.7 hereof.

Any such duplicate Bonds issued pursuant to this Section shall constitute additional contractual obligations on the part of the Town, whether or not the lost, stolen or destroyed Bonds be at any time found by anyone, and such duplicate Bonds shall be entitled to equal and proportionate benefits and rights as to lien on and source and security for payment from the Pledged Revenues (to the extent herein provided), with all other Bonds issued hereunder.

SECTION 2.9. Form of Bonds. The text of the Bonds and the Certificate of Authentication shall be in substantially the form attached hereto as Exhibit A.

ARTICLE III

SECURITY, COVENANTS, FUNDS AND APPLICATION THEREOF

SECTION 3.1. Bonds Shall Be Revenue Obligations of the Town. The Bonds are revenue obligations of the Town and are payable solely in the manner and to the extent set forth in this Resolution. There are hereby pledged for the payment of the principal of, and premium if any, and interest on, the Bonds in accordance with the terms and the provisions of the Resolution, the Pledged Revenues, applicable to each Series of Bonds. The Bonds shall not be or constitute general obligations of the Town within the meaning of the Constitution of the State of Florida but shall be payable solely from and secured by a lien upon and a pledge of the Pledged Revenues in the manner and to the extent provided in this Resolution. No Bondholder shall ever have the right to compel the exercise of the ad valorem taxing power of the Town or taxation in any form on any real or personal property to pay such Bonds or the interest thereon, nor shall any Bondholder be entitled to payment of such principal or interest from any other funds of the Town other than as provided in this Resolution. Furthermore, no Bondholder shall ever have a lien on the Project financed with proceeds of the Series 2013 Bonds.

SECTION 3.2. Covenant to Budget and Appropriate. Until the Bonds are no longer outstanding, the Town hereby covenants to appropriate in its annual budget in each Fiscal Year, by amendment if necessary, Non-Ad Valorem Revenues in amounts sufficient to pay the principal of, redemption premium, if any, and interest on the Bonds, as the same become due (whether by redemption, at maturity or otherwise), to reinstate any Reserve Account Credit Facility on deposit in the Debt Service Reserve Account (to the extent established for any Series of Bonds), to restore any deficiency in the Debt Service Reserve Account (to the extent established for any Series of Bonds) or any other fund or account created and established hereunder for the Bonds and to pay the fees and expenses of the Paying Agent, the Registrar and the Reserve Account Credit Facility Issuer, if any, and any other expenses of the Town relating to the Bonds.

The payment of principal of and interest on the Bonds may, in addition to the Pledged Revenues herein described, be secured by a Credit Facility.

To the extent that the Town is in compliance with the covenant contained above and Sections 3.10B of this Resolution, the obligations of the Town contained herein shall not be construed as a limitation on the ability of the Town to pledge or covenant with respect to the Non-Ad Valorem Revenues for other indebtedness or other legally permissible purposes.

SECTION 3.3. Creation of Funds and Accounts. The following Funds and Accounts are hereby created with respect to the Bonds: (1) Sinking Fund (the "Sinking Fund") and (2) Cost of Issuance Fund (the "Cost of Issuance Fund"). Within the Sinking Fund there are hereby created the following separate accounts: (1) a Principal and Interest Account (the "Principal and Interest Account"), and (2) a Bond Redemption Account (the "Bond Redemption

Account”). The Sinking Fund and all accounts and subaccounts therein shall constitute trust funds for the purposes hereof subject to the pledge and lien thereon for the benefit of the Bondholders. In addition to the foregoing, the Town, at its option, may establish a Debt Service Reserve Account or Accounts with respect to one or more Series of Bonds.

SECTION 3.4. Application of Bond Proceeds.

A. The proceeds received upon issuance of the Series 2019 Bonds shall be deposited into the various funds and accounts created and established for the Bonds as follows:

(a) The accrued interest, if any, derived from the sale of the Series 2019 Bonds shall be deposited in the Principal and Interest Account of the Sinking Fund and used for the purpose of paying a part of the first interest payment on the Series 2019 Bonds as the same becomes due and payable.

(b) An amount shall be deposited with the Escrow Agent for the Refunded Bonds which, when applied with other legally available funds of the Town (representing moneys held in the funds and accounts relating to the Refunded Bonds), shall be sufficient to pay the Refunded Bonds in accordance with Article V of the 2013 Bond Resolution.

(c) The remaining proceeds of the Series 2019 Bonds shall be deposited in the Cost of Issuance Fund, to pay costs of issuance of the Series 2019 Bonds.

SECTION 3.5. Application of Revenues. On or before 12:00 Noon of the business day that is at least five (5) business days prior to each interest payment date, the Town shall deposit into the Sinking Fund an amount of Non-Ad Valorem Revenues (which at the time of such deposit become “Pledged Revenues”) at least equal to the accrued aggregate debt service on the Bonds calculated to such interest payment date and any amounts necessary to satisfy any deficiency in the Debt Service Reserve Account or reinstatement of the Reserve Account Credit Facility.

(a) As soon as practicable after the deposit of Pledged Revenues in the Sinking Fund, as provided in paragraph (a) above, and in any case no later than the close of business on the business day preceding such interest payment date, the Town shall credit moneys therein to the following purposes in the following order of priority (such application to be made in such a manner so as to assure sufficient moneys on deposit in such Funds):

(1) To the Principal and Interest Account, the amount, if any, required so that the balance in said Account shall equal the amount of principal of and interest on the Bonds coming due on the next interest payment date; provided, that, for the purposes of computing the amount to be deposited in the Principal and Interest Account, there shall be taken into account the amount, if any, set aside in said Account from the proceeds of Bonds;

(2) To the Redemption Account, the amount, if any, required so that the balance in said Account shall equal the principal of and premium, if any, on the Bonds then coming due by reason of redemption on the next interest payment date; and

(3) To any Debt Service Reserve Account established in connection with any Series of Bonds, the amount, if any, required for the amount on deposit in such Account to equal the Debt Service Reserve Requirement; and

(4) To the Reserve Account Credit Facility Issuer the amount, if any, required to reimburse such Issuer for amounts drawn under the Reserve Account Credit Facility.

(b) In addition, subject to the foregoing, the Town shall pay from Town Moneys the fees and expenses, at such times as are necessary, of the Paying Agent, the Registrar and the Reserve Account Credit Facility Issuer, if any, and any other fees and expenses of the Town relating to the Bonds.

SECTION 3.6. Sinking Fund – Principal and Interest Account; Redemption Account. The Town shall pay out of the Principal and Interest Account to the Paying Agent (i) on or before each interest payment date for any of the Bonds, the amount required for the interest payable on such date; and (ii) on or before the maturity date of each of the Bonds the amount of principal of such Bonds payable on such date. The Town shall pay out of the Redemption Account to the Paying Agent on or before any redemption date for the Bonds, the amount required for the payment of principal and any premium on the Bonds then to be redeemed. Such amounts shall be applied by the Paying Agent on and after the due dates thereof.

SECTION 3.7. Sinking Fund -- Debt Service Reserve Account. Except as otherwise provided in this Section 3.7, the Town shall establish a Debt Service Reserve Account.

Amounts in the Debt Service Reserve Account shall be used to make up any deficiency in the Principal and Interest Account or the Redemption Account on any interest payment date. If, on the last business day preceding any interest payment date, the amounts on deposit in the Debt Service Reserve Account shall be less than the Debt Service Reserve Requirement, the Town shall apply amounts from Pledged Revenues, available for such purposes hereunder, to the extent necessary to cure the deficiency; provided, however, that no further payments shall be required to be made into the Debt Service Reserve Account whenever and as long as the amount deposited therein shall be equal to the Debt Service Reserve Requirement (including taking into account any Reserve Account Credit Facilities).

Notwithstanding the foregoing provisions, in lieu of the required deposits into the Debt Service Reserve Account, the Town may, with the consent of the Credit Facility Issuer, cause to be deposited into the Debt Service Reserve Account a Reserve Account Credit Facility for the benefit of the Bondholders in an amount equal to the difference between the Debt Service Reserve Requirement, and the sums then on deposit in the Debt Service Reserve Account, if any, which Reserve Account Credit Facility shall be payable or available to be drawn upon, as the case may be

(upon the giving of notice as required thereunder) on any interest payment date on which a deficiency exists which cannot be cured by moneys in any other fund or account held pursuant to this Resolution and available for such purpose and otherwise meet the requirements of this Section.

If a disbursement is made under the Reserve Account Credit Facility, the Town shall be obligated to either reinstate the maximum limits of such Reserve Account Credit Facility immediately following such disbursement equal to the Debt Service Reserve Requirement, or to deposit into the Debt Service Reserve Account from the Pledged Revenues, available for such purposes hereunder, as herein provided, funds in the amount of the disbursement made under such Reserve Account Credit Facility, or a combination of such alternatives as shall equal the Debt Service Reserve Requirement.

In the event that any moneys shall be withdrawn from the Debt Service Reserve Account for payments into the Principal and Interest Account or Redemption Account such withdrawals shall be subsequently restored from the first Pledged Revenues, available for such purposes hereunder, after all required payments have been made into the Principal and Interest Account and Redemption Account, including any deficiencies for prior payments unless restored by the reinstatement of the maximum limits of a Reserve Account Credit Facility.

Moneys in the Debt Service Reserve Account shall be used only for the purpose of making payments into the Principal and Interest Account or Redemption Account, when and to the extent the moneys transferred to the Sinking Fund are insufficient for such purpose, provided, however, that moneys in the Debt Service Reserve Account may be invested and reinvested as provided for herein; and provided further, however, that moneys on deposit in the Debt Service Reserve Account may, upon final maturity of the Bonds, be used to pay the principal of and interest on the Bonds.

To the extent required by supplemental resolution with respect to a Series of Bonds, including the Series 2019 Bonds, there shall be deposited in the Debt Service Reserve Account from the proceeds derived from the sale of the Bonds an amount equal to the Debt Service Reserve Requirement or in lieu of all or a portion thereof, the Debt Service Reserve Requirement shall be satisfied by the deposit with the Paying Agent of a Reserve Account Credit Facility with the requisite coverage, all as shall be determined by subsequent proceedings of the Town Council.

Such Reserve Account Credit Facility at the time of delivery thereof may take any of the following forms:

- (i) A surety bond, insurance policy or evidence of insurance issued to the entity serving as Paying Agent, as agent of the bondholders, by a company licensed to issue an insurance policy guaranteeing the timely payment of debt service on the Bonds (a "municipal bond insurer") with claims-paying ability rated "AA" or "Aa2" by S&P or Moody's, respectively.
- (ii) A Letter of Credit issued to the Paying Agent, as agent of the Bondholders, by a bank rated at least "A" by S&P or "A2" by Moody's, provided the Letter of Credit is satisfactory in form and substance to the Credit Facility Issuer, if any.

The delivery of any Reserve Account Credit Facility pursuant to this Section shall be subject to receipt of an opinion of counsel acceptable to the Town and the Credit Facility Issuer and in form and substance satisfactory to the Town and the Credit Facility Issuer as to the due authorization, execution, delivery and enforceability of such instrument in accordance with its terms, subject to applicable laws affecting creditors' rights generally, and, in the event the issuer of such Reserve Account Credit Facility is not a domestic entity, an opinion of foreign counsel in form and substance satisfactory to the Town and the Credit Facility Issuer, if any. In addition, the use of a letter of credit shall be subject to receipt of an opinion of counsel acceptable to the Town and the Credit Facility Issuer and in form and substance satisfactory to the Town and the Credit Facility Issuer to the effect that payments under such letter of credit would not constitute avoidable preferences under Section 547 of the U. S. Bankruptcy Code or similar state laws with avoidable preference provisions in the event of the filing of a petition for relief under the U. S. Bankruptcy Code or similar state laws by or against the Town (or any other account party under the Letter of Credit).

Cash on deposit in the Debt Service Reserve Account shall be used (or Investment Obligations purchased with such cash shall be liquidated and the proceeds applied as required) prior to any drawing on any Reserve Account Credit Facility. If and to the extent that more than one Reserve Account Credit Facility is deposited in the Debt Service Reserve Account, drawings thereunder and repayments of costs associated therewith shall be made on a pro rata basis, calculated by reference to the maximum amounts available thereunder.

Whenever the moneys on deposit in the Debt Service Reserve Account shall exceed the Debt Service Reserve Requirement, such excess shall be deposited in the Principal and Interest Account. The Investment Obligations in the Debt Service Reserve Account shall be valued at fair market value, exclusive of accrued interest. The Town shall determine the value of the Investment Obligations held in the Debt Service Reserve Account five days prior to each interest payment date. Deficiencies resulting from a decline in market value of Investment Obligations on deposit in the Debt Service Reserve Account shall be restored no later than the succeeding valuation date unless required earlier under this Resolution. Further, investments purchased with funds on deposit in the Debt Service Reserve Account shall have an aggregate weighted term to maturity of not greater than five years.

To the extent that the Town creates a separate subaccount within the Debt Service Reserve Account with respect to a Series of Bonds, such Series of Bonds shall be secured by such subaccount and shall have no claim on the other moneys deposited to the credit of the Debt Service Reserve Account. Moneys in such separate subaccount of the Debt Service Reserve Account shall be maintained at the Debt Service Reserve Account Requirement applicable to such Series of Bonds and shall be applied as provided above in this Section 3.7 but solely with respect to the Series of Bonds secured by such subaccount. Moneys shall be deposited to the Debt Service Reserve Account and any subaccounts therein on a pro rata basis.

Any provisions of this Section 3.7 notwithstanding, the Town may, in or pursuant to a supplemental resolution relating to a Series of Bonds, including the Series 2019 Bonds, provide that such Series of Bonds shall not be secured by the Debt Service Reserve Account (including any subaccounts therein), in which case such Series of Bonds shall not be secured by the Debt Service

Reserve Account (including any subaccounts therein) and moneys, if any, held for the credit of the Debt Service Reserve Account (including any subaccounts therein) shall not be applied as provided above in this Section 3.7 with respect to such Series of Bonds.

SECTION 3.8. Cost of Issuance Fund. Moneys on deposit in the Cost of Issuance Fund shall be used to pay costs of issuing the Series 2019 Bonds to the extent not paid from other sources, which costs may include, all printing expenses in connection with this Resolution, the Preliminary and Final Official Statements for the Series 2019 Bonds and the Series 2019 Bonds; the fees of the Credit Facility Issuer pursuant to the Credit Facility, if any; administrative expenses of the Town; the cost of a Reserve Account Credit Facility, if any, and the fees and expenses of the issuer thereof; legal fees and expenses of counsel to the Town, Bond Counsel, Disclosure Counsel and counsel to the Credit Facility Issuer; fees and expenses of financial advisors; the Paying Agent's initial fees and expenses; and any other expenses incurred in connection with the Series 2019 Bonds. Any moneys remaining in the Cost of Issuance Fund not needed for the purposes thereof shall be transferred to the Sinking Fund.

SECTION 3.9. [Reserved]

SECTION 3.10. Covenants of the Town. As long as any of the principal of, or interest on any of the Bonds shall be outstanding and unpaid, the Town covenants with the holder of the Bond as follows:

A. [RESERVED].

B. Non-Self-Supporting Debt Coverage/Additional Bonds. The Town covenants that in each Fiscal Year of the Town, while the Bonds are outstanding, the total Non-Self-Supporting Debt due for the Fiscal Year of the Town shall not exceed 50% of Non-Ad Valorem Revenues of the Town. In addition, the Town covenants and agrees that it will not issue any indebtedness or incur any indebtedness payable from or supported by a pledge of the Non-Ad Valorem Revenues unless the Town can show that following the issuance of or incurrence of such additional indebtedness, (i) the total amount of Non-Ad Valorem Revenues (based on the most recent Fiscal Year) will be greater than 2.00 times the Maximum Debt Service, and (ii) the total amount of Non-Ad Valorem Revenues in each Fiscal Year in which Bonds are outstanding (based on reasonable projections of the Town) will be greater than 2.00 times the Non-Self-Supporting Debt in each such Fiscal Year. For purposes of the test described in the foregoing sentence Non-Ad Valorem Revenues shall not include Project Grant Moneys, non-ad valorem special assessments which are exclusively pledged to the payment of Special Assessment Obligations and Direct Payments. Additionally, for purposes of meeting the tests set forth in this subparagraph, "debt service" shall be deemed to include costs due and owing under a Reserve Account Credit Facility, if any, in effect with respect to the Bonds, and debt service on Bonds that are eligible for Direct Payments will be calculated net of expected Direct Payments. In the event any Bonds are additionally secured by non-ad valorem special assessments, debt service shall be calculated net of the amount of such non-ad valorem special assessments collected during the prior fiscal year provided that at least 90% of the non-ad valorem special assessments imposed in the prior fiscal year are collected. The foregoing notwithstanding in the event any Bonds are additionally secured by non-ad valorem special assessments and if debt service on such Bonds is not permitted to be

directly offset by the amount of non-ad valorem special assessments collected during the prior fiscal year as provided by the immediately preceding sentence, the Town may treat such non-ad valorem special assessments as Non-Ad Valorem Revenues for purposes of the foregoing coverage and additional bonds test.

SECTION 3.11. Remedies of Bondholder. Should the Town default in any of its obligations or covenants created by this Resolution, the Bondholders may, in addition to any remedy set forth in this Resolution, either at law or in equity, by suit, action, mandamus or other proceeding in any court of competent jurisdiction, protect and enforce any and all rights under the laws of the State of Florida, or granted and contained in this Resolution, and may enforce and compel the performance of all duties required by this Resolution, or by any applicable statutes to be performed by the Town or by any officer thereof. Anything in this Resolution to the contrary notwithstanding, Bondholders shall not have the right to accelerate the payment of principal of and interest on the Bonds.

ARTICLE IV

SECURITY FOR DEPOSITS AND INVESTMENT OF FUNDS AND ACCOUNTS

A. Moneys held in all Funds and Accounts established under this Resolution shall be invested in Investment Obligations. All Investment Obligations shall mature or shall be subject to redemption at the option of the holder thereof not later than the respective dates when moneys held for the credit of such funds or accounts will be required for the purposes intended, including, in particular, the payment of interest and principal on the Bonds when due.

B. Whenever a payment or transfer of moneys between two or more of the funds or accounts established hereunder is permitted or required, such payment or transfer may be made in whole or in part by transfer of one or more Investment Obligations at a value determined in accordance with this Article IV; provided that the Investment Obligations transferred are those in which moneys of the receiving fund or account could be invested at the date of such transfer.

ARTICLE V

DEFEASANCE

If the Town shall cause to be paid, or there shall be otherwise paid or provision for payment made to or for the owners of the Bonds the principal of, premium, if any, and interest due or to become due thereon at the times and in the manner stipulated therein, and shall cause to be paid to the Paying Agent or a bank or trust company appointed as escrow agent all sums of money due or to become due according to the provisions hereof, including the fees, expenses and costs of the Paying Agent or escrow agent as contemplated herein, then this Resolution and the lien, rights and interest created hereby shall cease, determine and become null and void (except as to any surviving rights of payment, registration, transfer or exchange of Bonds herein provided for and except with respect to the covenants of the Town, which by the terms of this Resolution survive the defeasance of the Bonds).

In addition, any Bond or Authorized Denominations thereof shall be deemed to be paid within the meaning of this Resolution when (a) payment of the principal of and premium, if any, on such Bond or Authorized Denominations thereof, plus interest thereon to the due date thereof (whether such due date is by reason of maturity or upon redemption as provided herein) either (i) shall have been provided by irrevocably depositing with the Paying Agent or a bank or trust company acting as escrow agent in trust and irrevocably setting aside exclusively for such payment lawful money of the United States of America in an amount equal to the principal amount of such Bonds, redemption premium, if any, and all unpaid interest thereon to the due date thereof (whether such due date is by reason of maturity or upon redemption as provided herein); (ii) shall have been provided for by irrevocably depositing with the Paying Agent or a bank or trust company acting as escrow agent in trust and irrevocably setting aside exclusively for such payment Defeasance Obligations maturing as to principal and interest in such amount and at such time as will ensure the availability of sufficient moneys to make such payment, and (b) all necessary and proper fees, compensation and expenses of the Paying Agent or escrow agent pertaining to any such deposit shall have been paid or the payment thereof provided for to the satisfaction of the Paying Agent or escrow agent, as the case may be. At such times as a Bond or Authorized Denominations thereof shall be deemed to be paid hereunder, as aforesaid, such Bond or Authorized Denominations thereof shall no longer be secured by or entitled to the benefits of this Resolution except for the purposes of any such payment from such moneys and/or Defeasance Obligations.

Notwithstanding the foregoing paragraph, in the case of a Bond or Authorized Denominations thereof which by its terms may be redeemed prior to the stated maturity thereof, no deposit under clause (a)(ii) of the immediately preceding paragraph shall be deemed a payment of such Bond or Authorized Denominations thereof as aforesaid until: (a) proper notice of redemption of such Bond or Authorized Denominations thereof shall have been previously given in accordance with Section 2.3 of this Resolution, or (b) in the event said Bond or Authorized Denominations thereof is not to be redeemed within the next succeeding 60 days, until (i) the Town shall have given irrevocable instructions to notify, as soon as practicable, the Owner of such Bond in accordance with, Section 2.3 hereof, that the deposit required by clause (a)(ii) of the immediately preceding paragraph has been made with the Paying Agent or escrow agent, as the case may be, and that said Bond or Authorized Denominations thereof is deemed to have been paid in accordance with this Article and stating the maturity or redemption date upon which moneys are to be available for the payment of the principal of and the applicable premium, if any, on said Bond or Authorized Denominations thereof, plus interest thereon to the due date thereof, (ii) the Town shall have caused to be delivered to the Paying Agent or escrow agent, as the case may be, a verification report of an independent, nationally recognized, certified public accountant showing the sufficiency of such deposit, and (iii) the Town shall have received an opinion of Bond Counsel that such Bond or Authorized Denominations thereof have been paid within the meaning of this Article and that the covenants, liens and pledges contained in this Resolution are fully discharged and satisfied with respect to such Bond or Authorized Denominations thereof.

Notwithstanding any provision of any other Article of this Resolution which may be contrary to the provisions of this Article, all moneys and/or Defeasance Obligations set aside and held in trust pursuant to the provisions of this Article and necessary for the payment of Bonds or Authorized Denominations thereof (including interest and premium thereon, if any) shall be applied to and used solely for the payment of the particular Bonds or Authorized Denominations thereof

(including interest and premium thereon, if any) with respect to which such moneys and/or Defeasance Obligations have been so set aside in trust until payment of such Bonds or Authorized Denominations thereof.

The provisions of this Article shall apply to the Bonds of all or any Series of Bonds Outstanding hereunder or of a particular maturity or of a specific part of a particular maturity to the extent the conditions hereof are expressly satisfied with respect to such Bonds, Series of Bonds, maturity or specific part of a maturity.

Anything in Article V hereof to the contrary notwithstanding, if moneys or Defeasance Obligations have been deposited or set aside with the Paying Agent pursuant to this Article for the payment of Bonds or Authorized Denominations thereof and the interest and premium, if any, thereon shall not have in fact been actually paid in full, no amendment to the provisions of this Article shall be made without the consent of the Owner of each of the Bonds affected thereby.

Notwithstanding the foregoing, in the event that the payment or deposit in the amount and manner provided in this Resolution has been made by the Credit Facility Issuer under the terms of its Credit Facility, the Credit Facility Issuer shall be subrogated to the rights of the Holders of the Bonds and the liability of the Town, with respect thereto, shall not be discharged or extinguished and the covenants, liens and pledges contained in this Resolution shall not be fully discharged and satisfied.

Notwithstanding anything contained in this Article to the contrary, the covenants, liens and pledges contained in this Resolution shall not be fully discharged and satisfied until all obligations owed to the provider of any Reserve Account Credit Facility have been satisfied.

ARTICLE VI

MISCELLANEOUS PROVISIONS

SECTION 6.1. MODIFICATION OR AMENDMENT. Except as provided in paragraph (b) below no material modification or amendment of this Resolution or of any resolution amendatory thereof or supplemental thereto, may be made without the consent in writing of the Owners of fifty-one percent (51%) or more in principal amount of the Bonds then Outstanding; provided, however, that no modification or amendment shall permit a change in the maturity of such Bonds or a reduction in the rate of interest thereon, or affect the unconditional promise of the Town to pay the interest of and principal on the Bonds, as the same mature or become due, from the Pledged Revenues, or reduce such percentage of Owners of such Bonds required above for such modification or amendments, without the consent of the Owners of all the Bonds affected.

(a) This Resolution may be amended, changed, modified and altered without the consent of the Owners of Bonds, (i) to cure any ambiguity, correct or supplement any provisions contained herein which may be defective or inconsistent with any other provisions contained herein, (ii) to provide other changes which will not adversely affect the interest of such

Owners (without taking into account the existence of a Credit Facility), (iii) to maintain the exclusion of interest on the Bonds from gross income for federal income tax purposes, (iv) to secure or maintain a rating on the Bonds, or (v) to provide market disclosure regarding the Bonds and the Town's financial condition in accordance with municipal guidelines regarding the same and adopted by the Town.

(b) Anything in this Section 6.1 to the contrary notwithstanding, to the extent the Bonds are secured by a Credit Facility and such Bonds are then rated in as high a rating category in which such Bonds were rated at the time of initial issuance and delivery thereof, by both S&P and Moody's, then the consent of the Credit Facility Issuer shall constitute the consent of the Holders of the Bonds provided such Credit Facility Issuer is not in default under the Credit Facility or the subject of any liquidation, bankruptcy, insolvency or similar proceeding; and provided, further, that no modification or amendment shall permit a change in the maturity or redemption of such Bonds or a reduction in the rate of interest thereon, or affect the unconditional promise of the Town to pay the interest of and principal on the Bonds, as the same mature or become due, from the Pledged Revenues, or adversely affect the rights of Bondholders or reduce the percentage of Owners of such Bonds required in Section 6.1(a) above for such modification or amendment, without the consent of the Owners of all the Bonds affected.

SECTION 6.2. Continuing Disclosure. The Town hereby agrees with the underwriters of the Bonds issued hereunder, in accordance with the provisions of Rule 15c2-12 in effect from time to time and applicable to the Bonds (the "Rule"), promulgated by the Securities and Exchange Commission ("Commission") pursuant to the Securities Exchange Act of 1934, to provide or cause to be provided, to the Municipal Securities Rulemaking Board ("MSRB") in an electronic format prescribed by the MSRB and such other municipal securities information repository as may be required by law or applicable regulation, from time to time (each such information repository, a "MSIR"), within 180 days following the end of each Fiscal Year of the Town, commencing with the Fiscal Year ending September 30, 2019, annual financial information and operating data concerning the Town, consistent with the financial information and operating data included in the official statement prepared with respect to the Bonds, and, if not included with the annual financial information, then, when and if available, audited financial statements prepared in accordance with generally accepted accounting principles applicable to the Town. If audited financial statements are not available at the time of required filings as set forth above, unaudited financial statements shall be filed pending the availability of audited financial statements. (The information required to be disclosed in this subsection A shall be referred to herein as the "Annual Report"). In connection with the annual financial information and operating data, consistent with the financial information and operating data included in the official statement prepared with respect to the Bonds, such information shall be deemed to include, but shall not be limited to (to the extent required by the Rule) the following:

(i) the Town's Comprehensive Annual Financial Report for the immediately preceding Fiscal Year (the "CAFR"); and

(ii) to the extent no longer included in the CAFR updates of the following information in the Official Statement relating to:

(a) Historical Information (not projections) on Non-Valorem Revenues under the heading “Historic and Budgeted Non-Ad Valorem Revenues;” and

(b) Information under the heading “Description of Certain Non-Ad Valorem Revenues.”

The Town reserves the right to modify from time to time the specific types of information provided or the format of the presentation of such information, to the extent necessary or appropriate in the judgment of the Town; provided that the Town agrees that any such modification will be done in a manner consistent with the Rule.

B. The Town agrees to provide or cause to be provided to each MSIR in the appropriate format required by law or applicable regulation, in a timely manner not in excess of ten (10) business days after the occurrence of the event, notice of the occurrence of any of the following events with respect to the Bonds:

- (i) principal and interest payment delinquencies;
- (ii) non-payment related defaults, if material;
- (iii) unscheduled draws on debt service reserves reflecting financial difficulties;
- (iv) unscheduled draws on credit enhancements reflecting financial difficulties;
- (v) substitution of credit or liquidity providers, or their failure to perform;
- (vi) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701 TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
- (vii) modifications to rights of holders of the Bonds, if material;
- (viii) Bond calls, if material, and tender offers;
- (ix) defeasances;
- (x) release, substitution, or sale of any property securing repayment of the Bonds, if material;
- (xi) rating changes;
- (xii) bankruptcy, insolvency, receivership or similar event of the Town (which is considered to occur when any of the following occur: the appointment

of a receiver, fiscal agent or similar officer for the Town in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Town, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Town);

(xiii) the consummation of a merger, consolidation, or acquisition involving the Town or the sale of all or substantially all of the assets of the Town, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

(xiv) the appointment of a successor or additional trustee or the change of name of a trustee, if material;

(xv) the incurrence of a financial obligation of the Town, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the Town), any of which affect security holders, if material, and

(xvi) a default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the Town), any of which reflect financial difficulties.

For purposes of the foregoing, “financial obligation” means a (i) debt obligation, (ii) derivative instrument entered into in connection with or pledged as a source of payment for, an existing or planned debt obligation, or (iii) guarantee of (i) or (ii) excluding municipal securities (as defined in the Securities Exchange Act of 1934, as amended) as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

C. The Town agrees to provide or cause to be provided, in a timely manner, to each MSIR written notice of a failure by the Town to provide the Annual Report described in subsection A above on or prior to the date set forth therein.

D. The Town reserves the right to terminate its obligation to provide Annual Report and notices of material events, as set forth above, if and when the Town no longer remains an obligated person with respect to the Bonds within the meaning of the Rule (either by the redemption in full or legal defeasance of all such Bonds). If the Town believes such condition exists, the Town will provide notice of such termination to each MSIR. All documents provided to the MSRB shall be accompanied by identifying information as prescribed by the MSRB.

E. The Town agrees that its undertaking pursuant to the Rule set forth in this Section is intended to be for the benefit of the holders and beneficial owners of the Bonds and shall be enforceable by any holder or beneficial owner; provided that the right to enforce the provisions of this undertaking shall be limited to a right to obtain specific enforcement of the Town's obligations under this Section and any failure by the Town to comply with the provisions of this undertaking shall not be an event of default with respect to this Resolution or the Bonds.

F. Any voluntary inclusion by the Town of information in its annual report of supplemental information that is not required hereunder shall not expand the obligations of the Town hereunder and the Town shall have no obligation to update such supplemental information or include it in any subsequent report.

G. The covenants contained herein are solely for the benefit of the holders and beneficial owners of the Bonds and shall not create any rights in any other parties.

H. Notwithstanding any other provision of this Resolution, the Town may amend this Section and any provision of this Section may be waived, provided that the following conditions are satisfied:

(1) The amendment or waiver may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identify, nature or status of an obligated person with respect to the Bonds, or the type of business conducted;

(2) The undertaking, as amended or taking into account such waiver would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the original issuance of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(3) The amendment or waiver does not materially impair the interests of holders and beneficial owners as determined either by parties unaffiliated with the Town or obligated person (such as bond counsel), or by an approving vote of holders pursuant to the terms of this Resolution.

In the event of any amendment or waiver of a provision of this section, the Town shall describe such amendment or waiver in the next Annual Report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or, in the case of a change of accounting principles, on the presentation) of annual financial information or operating data being presented by the Town. In addition, if the amendment or waiver relates to the accounting principles to be followed in preparing financial statements (i) notice of such change shall be given in the same manner as set forth in subsection B and (ii) the Annual Report for the year in which the change is made shall present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

SECTION 6.3. PRELIMINARY OFFICIAL STATEMENT. The Town Manager or the Director of Finance each is hereby authorized and directed to “deem final” as of its date the Preliminary Official Statement relating to the Bonds for the purposes of the Rule. The Town Manager or Director of Finance each is hereby authorized and directed to execute the appropriate certificate or other documentation to effect the foregoing.

SECTION 6.4. ADDITIONAL AUTHORIZATION. The Mayor, the Town Manager, the Director of Finance and any other proper official of the Town, be and each of them is hereby authorized and directed to execute and deliver any and all documents and instruments and to do and cause to be done any and all acts and things necessary or proper for carrying out the transactions contemplated by this Resolution.

SECTION 6.5. SEVERABILITY OF INVALID PROVISIONS. If any one or more of the covenants, agreements or provisions of this Resolution should be held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separate from the remaining covenants, agreements or provisions, and shall in no way affect the validity of any of the other provisions of this Resolution or of the Bonds issued hereunder.

SECTION 6.6. REPEALER. All resolutions and orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby repealed, and this Resolution shall take effect upon its passage in the manner provided by law.

SECTION 6.7. EFFECTIVE DATE. That this Resolution shall take effect immediately upon its passage.

PASSED AND ADOPTED in a regular session on this 12th day of November 2019.

Gail L. Coniglio
Mayor

ATTEST:

Kathleen Dominguez, Town Clerk CMC

EXHIBIT A
FORM OF BONDS

No. R-__

UNITED STATES OF AMERICA
STATE OF FLORIDA
TOWN OF PALM BEACH, FLORIDA
PUBLIC IMPROVEMENT REVENUE REFUNDING BONDS
FEDERALLY TAXABLE SERIES 2019
(CAPITAL IMPROVEMENT AND COASTAL MANAGEMENT PROGRAM)

Interest Rate	Maturity Date	Dated Date	CUSIP
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Registered Owner:

Principal Amount:

KNOW ALL MEN BY THESE PRESENTS, that the Town of Palm Beach, Florida (the "Town"), for value received, hereby promises to pay, from the Pledged Revenues, hereinafter mentioned, to the Registered Owner or registered assigns on the Maturity Date specified above, upon the presentation and surrender hereof at the office of the Town's Director of Finance, as paying agent (said Director of Finance and any bank or trust company becoming successor paying agent being herein called the "Paying Agent"), the Principal Amount stated hereon with interest thereon at the Interest Rate stated above, payable on the first day of _____ each year until the Town's obligation with respect to the payment of such Principal Amount shall be discharged. Interest on this Bond is payable by check or draft of the Paying Agent made payable to the registered owner and mailed to the address of the registered owner as such name and address shall appear on the registration books of the Town maintained by the Town's Director of Finance, as Registrar (said Director of Finance, and any successor Registrar being herein called the "Registrar") at the close of business on the fifteenth day of the calendar month preceding each interest payment date; provided, however, that if such fifteenth day is a Saturday, Sunday or holiday, then to the registered owner and at the registered address shown on the registration books of the Town maintained by the Registrar at the close of business on the day next preceding such fifteenth day of the month which is not a Saturday, Sunday or holiday (the "Record Date"); provided further, however, that payment of interest on the Bonds may, at the option of any Holder of Bonds in an aggregate principal amount of at least \$1,000,000, be transmitted by wire transfer to the Holder to the bank account number on file with the Paying Agent as of the Record Date. Such interest shall be payable from the most recent interest payment date next preceding the date hereof to which interest has been paid, unless the date hereof is an _____ 1 or _____ 1 to which interest has been paid, in which case from the date hereof, or unless the date hereof is prior to _____, 20__, in which case from _____, 20__, or unless the date hereof is between a Record Date and the

next succeeding interest payment date, in which case from such interest payment date; provided, however, that if and to the extent there is a default in the payment of the interest due on such interest payment date, such defaulted interest shall be paid to the persons in whose name Bonds are registered on the registration books of the Town maintained by the Registrar at the close of business on the fifteenth day prior to a subsequent interest payment date established by notice mailed by the Registrar to the registered owner not less than the tenth day preceding such subsequent interest payment date. The Principal Amount and accrued interest thereon is payable in any coin or currency of the United States of America, which, on the date of payment thereof, shall be legal tender for the payment of public and private debts.

This Bond is one of an authorized issue of Bonds of the Town designated as its Public Improvement Revenue Refunding Bonds, Federally Taxable Series 2019 (Capital Improvement and Coastal Management Program) (herein called the “Bonds”), in the aggregate principal amount of \$_____ of like date, tenor, and effect, except as to number, date of maturity and interest rate, issued for the purpose of refunding a portion of the Town’s Public Improvement Revenue Bonds, Series 2013 (Capital Improvement and Coastal Management Project) (the “Series 2019 Bonds”) under the authority of and in full compliance with the Constitution, the Town Charter, as amended and supplemented, and Statutes of the State of Florida, including particularly Chapter 166, Florida Statutes, as amended and supplemented and other applicable provisions of law, and a resolution duly adopted by the Town Council on November 12, 2019, as amended (herein referred to as the “Resolution”), and is subject to all the terms and conditions of the Resolution.

This Bond is a special obligation of the Town and is payable solely in the manner and to the extent set forth in the Resolution. There are hereby pledged for the payment of the principal and premium, if any, of, and interest on, the Bond in accordance with the terms and the provisions of the Resolution, the Pledged Revenues (as defined below). This Bond shall not be or constitute a general obligation of the Town within the meaning of the Constitution of the State of Florida but shall be payable solely from and secured by a lien upon and a pledge of the Pledged Revenues in the manner and to the extent provided in the Resolution. No Bondholder shall ever have the right to compel the exercise of the ad valorem taxing power of the Town or taxation in any form on any real or personal property to pay such Bonds or the interest thereon, nor shall any Bondholder be entitled to payment of such principal or interest from any other funds of the Town other than as provided in the Resolution. Furthermore, no Bondholder shall ever have a lien on the project financed with the proceeds of the Series 2010 Bonds.

Until the Bonds are paid or deemed paid pursuant to the provisions of this Resolution, the Town hereby covenants to appropriate in its annual budget in each Fiscal Year, by amendment if necessary, Non-Ad Valorem Revenues in amounts sufficient to pay the principal of, redemption premium, if any, and interest on the Bonds, as the same become due (whether by redemption, at maturity or otherwise), and to restore any deficiency in the Debt Service Reserve Account, if any, created and established under the Resolution for the Bonds and any other reserve accounts or funds relating to such indebtedness.

“Pledged Revenues” means: (i) moneys budgeted and appropriated by the Town, and deposited into the Sinking Fund or any other Fund established under the Resolution, from

Non-Ad Valorem Revenues (until deposited into the Sinking fund in the manner and at the time specified in the Resolution such moneys do not constitute Pledged Revenues); (ii) any proceeds of Bonds originally deposited with the Town and all moneys deposited and held from time to time by the Town in the funds (other than the Cost of Issuance Fund) and accounts established pursuant to the Resolution; (iii) investment income received by the Town in the funds (other than the Cost of Issuance Fund) and accounts established pursuant to the Resolution; and (iv) any other moneys received by the Paying Agent in connection with repayment of the Bonds.

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

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

The original registered owner and each successive registered owner of this Bond shall be conclusively deemed to have agreed and consented to the following terms and conditions:

(1) The Registrar shall maintain the books of the Town for the registration of Bonds and for the registration of transfers of Bonds as provided in the Resolution. The Bonds shall be transferable by the registered owner thereof in person or by his attorney duly authorized in writing only upon the books of the Town maintained by the Registrar and only upon surrender thereof together with a written instrument of transfer satisfactory to the Registrar duly executed by the registered owner or his duly authorized attorney. Upon the transfer of any such Bond, the Town shall issue in the name of the transferee a new Bond or Bonds.

(2) The Town, the Paying Agent and the Registrar shall deem and treat the person in whose name any Bond shall be registered upon the books kept by the Registrar as the absolute owner of such Bond, whether such Bond shall be overdue or not, for the purpose of receiving payment of, or on account of, the principal of and interest on such Bond as the same becomes due, and for all other purposes. All such payments so made to any such registered owner or upon his order shall be valid and effectual to satisfy and discharge the liability upon

such Bond to the extent of the sum or sums so paid, and neither the Town, the Paying Agent, nor the Registrar shall be affected by any notice to the contrary.

(3) At the option of the registered owner hereof and upon surrender hereof at the principal corporate trust office of the Registrar with a written instrument of transfer satisfactory to the Registrar duly executed by the registered owner or his duly authorized attorney and upon payment by such registered owner of any charges which the Registrar or the Town may make as provided in the Resolution, the Bonds may be exchanged for Bonds of the same interest rate and maturity of any other authorized denominations.

(4) In all cases in which the privilege of exchanging Bonds or transferring Bonds is exercised, the Town shall execute and the Registrar shall authenticate and deliver Bonds in accordance with the provisions of the Resolution. There shall be no charge for any such exchange or transfer of Bonds, but the Town or the Registrar may require payment of a sum sufficient to pay any tax, fee or other governmental charge required to be paid with respect to such exchange or transfer. Neither the Town nor the Registrar shall be required (a) to transfer or exchange Bonds for a period from a Record Date to the next succeeding interest payment date on such Bonds or 15 days next preceding any selection of Bonds to be redeemed or thereafter until after the mailing of any notice of redemption, or (b) to transfer or exchange any Bonds called for redemption. However, if less than all of a Bond is redeemed or defeased, the Town shall execute and the Registrar shall authenticate and deliver, upon the surrender of such Bond, without charge to the Bondholder, for the unpaid balance of the principal amount of such Bond so surrendered, a registered Bond in the appropriate denomination and interest rate.

This Bond shall not be valid or obligatory for any purpose until the certificate of authentication set forth hereon shall have been duly executed by the Registrar.

It is hereby certified and recited that all acts, conditions and things required to exist, to happen, and to be performed, precedent to and in the issuance of this Bond exist, have happened and have been performed in regular and due form and time as required by the Laws and Constitution of the State of Florida applicable thereto, and that the issuance of this Bond, and of the issue of Bonds of which this Bond is one, is in full compliance with all constitutional or statutory limitations or provisions.

[Provisions for redemption of Bonds as provided by subsequent proceedings of the Town].

IN WITNESS WHEREOF, the Town of Palm Beach, Florida, has caused this Bond to be signed by its Mayor, either manually or with her facsimile signature, and the seal of the Town Council of the Town of Palm Beach, Florida, to be affixed hereto or imprinted or reproduced hereon, and attested by the Clerk of the Town, either manually or with her facsimile signature, and this Bond to be dated the Dated Date set forth above.

(SEAL)

TOWN OF PALM BEACH, FLORIDA

ATTEST:

By: _____
[Mayor]

Clerk of the Town of Palm Beach,
Florida

FORM OF CERTIFICATE OF AUTHENTICATION

Date of Authentication:

This Bond is one of the Bonds delivered pursuant to the within mentioned Bond Resolution.

_____, as Registrar

By: _____
Authorized Officer

ASSIGNMENT

FOR VALUE RECEIVED the undersigned sells, assigns and transfers unto _____ (please print or typewrite name, address and tax identification number of assignee) _____ the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____.

Attorney to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed: In the presence of:

NOTICE: The signature to this assignment must correspond with the name as written upon the face of the within Bond in every particular, without alteration or enlargement, or any change whatever.

RESOLUTION NO. 143-2019

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, SUPPLEMENTING TOWN RESOLUTION NO. 142-2019 TO AUTHORIZE THE PUBLIC SALE OF TOWN OF PALM BEACH, FLORIDA PUBLIC IMPROVEMENT REVENUE REFUNDING BONDS, FEDERALLY TAXABLE SERIES 2019 (CAPITAL IMPROVEMENT AND COASTAL MANAGEMENT PROGRAM) (THE “SERIES 2019 BONDS”); APPROVING THE FORM OF AND AUTHORIZING THE USE OF A PRELIMINARY OFFICIAL STATEMENT, OFFICIAL NOTICE OF SALE AND SUMMARY NOTICE OF SALE IN CONNECTION WITH THE PUBLIC SALE OF THE SERIES 2019 BONDS; AUTHORIZING THE EXECUTION AND DELIVERY OF AN OFFICIAL STATEMENT IN CONNECTION WITH THE SERIES 2019 BONDS; AUTHORIZING THE EXECUTION AND DELIVERY OF AN ESCROW DEPOSIT AGREEMENT; REQUIRING COMPLIANCE WITHIN CERTAIN STATUTORY REQUIREMENTS; AUTHORIZING AND DIRECTING THE TOWN MANAGER AND DIRECTOR OF FINANCE TO DETERMINE CERTAIN OTHER DETAILS OF SAID SERIES 2019 BONDS WITHIN THE PARAMETERS SET FORTH HEREIN; AUTHORIZING THE PROPER OFFICIALS TO DO ALL OTHER THINGS DEEMED NECESSARY OR ADVISABLE IN CONNECTION WITH THE ISSUANCE, SALE AND DELIVERY OF SAID SERIES 2019 BONDS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on this day the Town Council (“Town Council”) of the Town of Palm Beach, Florida (“Town”) adopted Resolution No. 142-2019 authorizing the issuance, in one or more series, of not exceeding \$52,000,000 Town of Palm Beach, Florida Public Improvement Revenue Refunding Bonds, Federally Taxable Series 2019 (Capital Improvement and Coastal Management Program)(the “Series 2019 Bonds”), and fixed certain details of said Series 2019 Bonds (the “Bond Resolution”); and

WHEREAS, the Bond Resolution referred to in the foregoing paragraph provided that certain other details of the Series 2019 Bonds would be determined by subsequent proceedings of the Town Council; and

WHEREAS, in light of current market conditions, the Town Council believes it to be in the best interest of the Town to authorize the Town Manager and the Director of Financial to determine the initial terms of the Series 2019 Bonds within the parameters set forth in this Resolution; and

WHEREAS, there have been prepared and submitted to the Town Council forms of:

(a) an Official Notice of Sale (the “Official Notice of Sale”) and Summary Notice of Sale (the “Summary Notice of Sale”), proposed forms of which are attached as Exhibit A;

(b) a form of Preliminary Official Statement, relating to the Series 2019 Bonds (the “Preliminary Official Statement”), attached hereto as Exhibit B; and

(c) a form of escrow deposit agreement (the “Escrow Deposit Agreement”) by and between the Town and The Bank of New York Mellon Trust Company, N.A., attached hereto as Exhibit C, pursuant to which the Town will provide for the deposit of a portion of the Series 2019 Bond proceeds in an amount sufficient to defease a portion of the Town’s outstanding Public Improvement Revenue Bonds, Series 2013 (Capital Improvement and Coastal Management Program) (the “Series 2013 Bonds”).

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

SECTION 1. Definitions. Unless otherwise herein defined all capitalized terms shall have the meanings ascribed to such terms in the Bond Resolution.

SECTION 2. Recitals. The foregoing findings and recitations are incorporated herein by reference and made a part hereof. All findings and determinations of the Town in the Bond Resolution are also referenced herein and are hereby repeated and reiterated as though fully set forth herein.

SECTION 3. Authorization of Series 2019 Bonds. The Bonds in the amount of not to exceed \$52,000,000 shall be designated as “Town of Palm Beach, Florida Public Improvement Revenue Refunding Bonds, Federally Taxable Series 2019 (Capital Improvement and Coastal Management Program)”; provided such series designations may be adjusted as permitted in the Bond Resolution.

SECTION 4. Notice of Sale; Determination of Initial Term; Delegation of Award. Notice of the public sale shall be published in summary form in the manner required by Section 218.385 of the Florida Statutes. The use and distribution of the Official Notice of Sale of the Series 2019 Bonds and Summary Notice of Sale in connection with the sale of the Series 2019 Bonds in substantially the forms attached to this Resolution, together with such changes, modifications and deletions as the Director of Finance (upon advice of Bond Counsel, Disclosure Counsel and the Financial Advisor) shall deem necessary and appropriate, is hereby approved and authorized. In this regard, the Director of Finance is hereby authorized and directed to make the initial determinations of the maturity dates and amounts, the dated date, the interest payment dates, the redemption provisions for the Series 2019 Bonds and the portion of the Series 2013 Bonds to be refunded, within the parameters set forth herein. The Director of Finance is hereby authorized to determine the date of sale. The Series 2019 Bonds will be issued pursuant to a Book-Entry System in the manner provided in the Bond Resolution. No Debt Service Reserve Account will be established in connection with the Series 2019 Bonds. The Town Council

hereby delegates to the Mayor or, in the alternative, the Town Manager the authority to the sell the Series 2019 Bonds to the lowest qualified bidder or bidders in accordance with the parameters below.

In no event shall (i) the principal amount of the Series 2019 Bonds exceed \$52,000,000, (ii) the purchase price be less than 99% of the original principal amount of the Series 2019 Bonds (inclusive of original issue discount and/or premium and underwriters' discount), (iii) the true interest cost rate (the "TIC") of the Series 2019 Bonds exceed 5.00%, or (iv) the final maturity date be later than January 1, 2043, all as provided in the Official Notice of Sale. The refunding of a portion of the Series 2013 Bonds and the issuance of the Series 2019 Bonds shall be subject to the achievement of net present value savings of at least 5% calculated using the yield on the Series 2019 Bonds as the discount rate as confirmed by the Financial Advisor.

SECTION 5. Application of Proceeds of Series 2019 Bonds. The proceeds shall be applied simultaneously with the delivery of the Series 2019 Bonds as provided by Section 3.4 of the Bond Resolution and as set forth in a certificate executed by the Director of Finance, which certificate shall specify the amounts to be deposited into: (i) the Principal and Interest Account of the Sinking Fund for accrued interest, if any; (ii) the escrow fund created under the Escrow Deposit Agreement for the Refunded Bonds; (iv) the Cost of Issuance Fund for costs of issuance.

SECTION 6. The Preliminary Official Statement. The Preliminary Official Statement relating to the Series 2019 Bonds in substantially the form submitted and attached hereto as Exhibit "B," together with such changes, modifications and deletions as the Town Manager (upon advice of the Director of Finance, Financial Advisor, Bond Counsel and Disclosure Counsel) shall deem appropriate, is hereby approved. The use and distribution thereof in connection with the sale of the Series 2019 Bonds is hereby approved and authorized.

SECTION 7. The Official Statement. Subject to meeting the parameters set forth in Section 4 hereof, the execution of the Official Statement of the Town relating to the Series 2019 Bonds, to be dated the date of the sale of the Series 2019 Bonds (unless otherwise determined by the Town), substantially in the form of the Preliminary Official Statement, with such changes as are necessary to conform to the details of the Series 2019 Bonds, is hereby approved. The Town hereby authorizes the execution of the Official Statement and the Town hereby authorizes the Official Statement and the information contained therein to be used in connection with the Series 2019 Bonds. The Official Statement may be modified in a manner not inconsistent with the substance thereof as shall be deemed advisable by the Town, Bond Counsel or Disclosure Counsel. The Mayor (or in the absence of the Mayor, any Town Council Member) and the Town Manager are hereby further authorized to execute and deliver on behalf of the Town, the Official Statement and any amendment or supplement thereto, with such changes, modifications and deletions as the officers of the Town executing the same may deem necessary and appropriate, such execution and delivery to be conclusive evidence of the approval and authorization thereof by the Town.

SECTION 8. Paying Agent, Registrar Appointment and Escrow Agent. The Town hereby appoints The Bank of New York Mellon Trust Company, N.A. to perform the

functions of the Paying Agent and Registrar in connection with the Series 2019 Bonds and as Escrow Agent under the Escrow Deposit Agreement.

SECTION 9. The Escrow Deposit Agreement. Subject to fulfillment of the requirements of Section 4 of this Resolution, the Escrow Deposit Agreement by and between the Town and The Bank of New York Mellon Trust Company, N.A., as Escrow Agent, in substantially the form submitted and attached hereto as Exhibit C, be and the same hereby is approved, and the Mayor or the Town Manager of the Town is hereby authorized and directed to execute, and the Town Clerk, or any deputy clerk to attest, each of the Escrow Deposit Agreement and to deliver the same to the Escrow Agent, substantially in the form presented, but with such changes, insertions and omissions as shall be approved by the Mayor or Town Manager (such approval to be conclusively evidenced by the execution and delivery thereof), and the Town Clerk, or any deputy clerk is hereby authorized and directed to affix and attest the seal of the Town thereof.

SECTION 10. Escrow Securities. The Town Manager and the Director of Finance be, and each of them, or any member or attorney of Locke Lord LLP, the Financial Advisor (or an affiliate thereof), or the Escrow Agent, be and the same and each are hereby authorized on behalf of the Town to file subscriptions for or otherwise cause the purchase of U.S. Obligations (as defined in the Escrow Deposit Agreement) in such amounts, maturing at such times and bearing such rates of interest as shall be necessary (taking into account any moneys or other securities deposited with the Escrow Agent at the same time for such purpose) to pay the principal of, maturity amount, redemption premium, if any and accrued interest on the Refunded Bonds in accordance with the provisions of the Escrow Deposit Agreement, and to take such other actions as such person may deem necessary or appropriate to effectuate the purchase of said securities or as otherwise required under applicable U.S. Treasury Regulations. The Town will be responsible for any fees associated with obtaining the U.S. Obligations. All actions taken prior to date of the adoption of this Resolution in connection with the purchase of U.S. Obligations is hereby ratified and confirmed.

SECTION 11. Other Actions Authorized. The Mayor, Town Council President, or in the absence of the Town Council President, the Town Council President Pro Tem, other members of the Town Council, the Town Manager, the Director of Finance and other proper officers and employees of the Town, are and each of them is hereby authorized and directed to execute and deliver any and all documents and instruments and to do and cause to be done any and all acts and things necessary or proper for carrying out the transactions contemplated by this resolution.

SECTION 12. No Conflict. All resolutions or proceedings of the Town or parts thereof in conflict with this Resolution are hereby repealed to the extent of such conflict.

SECTION 13. Effective Date. This Resolution shall take effect immediately upon its passage.

PASSED AND ADOPTED in a regular session on this 12th day of November, 2019.

Gail L. Coniglio
Mayor

ATTEST:

Kathleen Dominguez, Town Clerk CMI

EXHIBIT A

FORMS OF OFFICIAL NOTICE OF SALE AND SUMMARY NOTICE OF SALE

EXHIBIT B
FORM OF PRELIMINARY OFFICIAL STATEMENT

EXHIBIT C
FORM OF ESCROW DEPOSIT AGREEMENT

SUMMARY NOTICE OF SALE**\$52,000,000*****TOWN OF PALM BEACH COUNTY, FLORIDA****Public Improvement Revenue Refunding Bonds, Federally Taxable Series 2019
(Capital Improvement and Coastal Management Program)**

NOTICE IS HEREBY GIVEN that all-or-none bids will be received by Town of Palm Beach, Florida (the "Town") for the purchase of \$52,000,000* Town of Palm Beach County, Florida Public Improvement Revenue Refunding Bonds, Federally Taxable Series 2019 (Capital Improvement and Coastal Management Program) (the "Bonds").

In accordance with the Official Notice of Sale all bids for the Bonds must be submitted electronically via Parity® by 10:30 a.m., Eastern Time on _____.

To bid, bidders must be a contracted customer of the Parity/BiDCOMP Competitive Bidding System (the "System" or "Parity®"). Prospective bidders that do not have a contract with the System should call (212) 849-5021 to become a customer and to obtain a list of the bidding rules and procedures. For further information about Parity®, potential bidders may contact IHS Markit at 450 West 33rd Street, 5th Floor, New York, NY 10001, telephone (212) 849-5021. The use of Parity® shall be at the bidder's risk and expense, and the Town shall have no liability with respect thereto. Only bids submitted through Parity® will be considered. The Town reserves the right to cancel or postpone the date and time established for the receipt of bids and to change the principal amount or amortization of the Bonds by notice communicated through Thomson Municipal Market Monitor no less than twenty-four (24) hours prior to the date and time established for receipt of bids.

As described in the Official Notice of Sale, the Bonds are being issued: (1) to advance refund a portion of the Town's outstanding Public Improvement Revenue Bonds, Series 2013 (Capital Improvement and Coastal Management Program) and (2) to pay costs of issuance.

The Bonds will be issued in fully registered book-entry-only form through the facilities of The Depository Trust Company, New York, New York, as the securities depository. Beneficial interests in the Bonds may be sold in denominations of \$5,000 or integral multiples of \$5,000. Settlement for the Bonds is expected to occur on or about _____.

The Preliminary Official Statement and the Official Notice of Sale for the Bonds may be obtained electronically from www.munios.com. Copies of the Preliminary Official Statement and the Official Notice of Sale relating to the Bonds will also be available upon request from the Town's Financial Advisor, PFM Financial Advisors LLC, 300 South Orange Avenue, Suite 1170, Florida 32801, telephone: (407) 406-5760, email: gloverj@pfm.com, Attention: Jay Glover, Managing Director.

TOWN OF PALM BEACH, FLORIDA
Jane Le Clainche
Director of Finance

Dated this

* Preliminary, subject to change.

\$52,000,000*
TOWN OF PALM BEACH, FLORIDA
Public Improvement Revenue Refunding Bonds, Federally Taxable Series 2019
(Capital Improvement and Coastal Management Program)

OFFICIAL NOTICE OF SALE

Town of Palm Beach, Florida Public Improvement Revenue Refunding Bonds, Federally Taxable Series 2019 (Capital Improvement and Coastal Management Program) (the "Bonds"), are being offered for sale in accordance with this Official Notice of Sale. Bids for the purchase of the Bonds will be received on behalf of the Town of Palm Beach, Florida, electronically via IHS Markit's Parity/BiDCOMP Competitive Bidding System ("Parity[®]") on _____, until 10:30 A.M., Eastern Time.

* Preliminary, subject to change.

OFFICIAL NOTICE OF SALE**\$52,000,000*****TOWN OF PALM BEACH, FLORIDA****Public Improvement Revenue Refunding Bonds, Federally Taxable Series 2019
(Capital Improvement and Coastal Management Program)**

Notice is given that all-or-none bids will be received by the Town of Palm Beach, Florida (the "Town"), for the purchase of \$52,000,000* Town of Palm Beach, Florida Public Improvement Revenue Refunding Bonds, Federally Taxable Series 2019 (Capital Improvement and Coastal Management Program) (the "Bonds"). All bids must be submitted electronically via Parity® by 10:30 A.M., Eastern Time on _____. To bid on the Bonds, bidders must be a contracted customer of the BiDCOMP Competitive Bidding System (the "System"). Prospective bidders that do not have a contract with the System should call (212) 849-5021 to become a customer and to obtain a list of the bidding rules and procedures. For further information about Parity®, potential bidders may contact IHS Markit at 450 West 33rd Street, 5th Floor, New York, NY 10001, telephone (212) 849-5021. The use of Parity® shall be at the bidder's risk and expense, and the Town shall have no liability with respect thereto. Only bids submitted through Parity® will be considered. To the extent any instructions or directions set forth on Parity® conflict with this Official Notice of Sale, the terms of this Official Notice of Sale shall control.

THE BIDDING PROCESS, CURRENTLY SCHEDULED FOR _____, AT 10:30 A.M., EASTERN TIME, MAY BE CANCELLED OR POSTPONED OR THE PRINCIPAL AMOUNT AND AMORTIZATION OF THE BONDS MAY BE CHANGED OR ANY OTHER PROVISION OF THIS OFFICIAL NOTICE OF SALE MAY BE AMENDED BY THE TOWN UPON NO LESS THAN TWENTY-FOUR (24) HOURS PRIOR NOTICE COMMUNICATED THROUGH THOMSON MUNICIPAL MARKET MONITOR. IF SUCH A POSTPONEMENT, CHANGE OR AMENDMENT OCCURS, BIDS WILL BE RECEIVED IN ACCORDANCE WITH THIS OFFICIAL NOTICE OF SALE, AS MODIFIED BY SUCH NOTICE.

BOND DETAILS

The Bonds will be issued initially as fully registered bonds and, when executed and delivered, will be registered in the name of Cede & Co., as registered owner and nominee for The Depository Trust Company, New York, New York ("DTC"), which will act as securities depository for the Bonds. Individual purchases of beneficial interests in the Bonds may be made only in book-entry-only form in denominations of \$5,000 or integral multiples of \$5,000. Purchasers of beneficial interests in the Bonds (the "Beneficial Owners") will not receive physical delivery of bond certificates. As long as Cede & Co. is the registered owner of the Bonds, payments of principal and interest

* Preliminary, subject to change.

with respect to the Bonds will be made to such registered owner who will in turn remit such principal and interest payments to DTC participants for subsequent disbursement to the Beneficial Owners.

The Bonds will be dated the date of their original issuance and delivery and bear interest from such date, payable commencing on _____, and on each January 1 and July 1 thereafter until maturity or prior redemption, at the rate or rates specified in the proposal of the successful bidder. The schedule of maturities and principal amounts to be paid are as follows:

INITIAL MATURITY SCHEDULE
BONDS

<u>Maturity*</u> <u>(January 1)</u>	<u>Principal</u> <u>Amount*</u>	<u>Maturity*</u> <u>(January 1)</u>	<u>Principal</u> <u>Amount*</u>
	\$		\$

*NOTE: The Town reserves the right to modify the initial maturity schedules shown above (the "Initial Maturity Schedule"). See "BOND DETAILS - Adjustment of Principal Amounts" and "TERMS OF BID AND BASIS OF AWARD" below.

Term Bond Option - : Bidders for the Bonds have the option of specifying that the principal amount of the Bonds in any two or more consecutive years set forth in the maturity schedule may, in lieu of maturing in each of such years, be considered to comprise one maturity of a term bond scheduled to mature in the latest of such years and be subject to mandatory redemption by lot at par in each of the years and in the principal amounts set forth in the maturity schedule (subject to adjustment as provided herein). The number of such term bonds proposed is not limited. [Upon such designation, the Bonds of such term maturity shall be subject to mandatory sinking fund redemption in part by lot on January 1, in the principal amounts which would otherwise have matured in such designated years, at the price of par plus accrued interest to the redemption date, without premium.]

Adjustment of Maturity Schedule - The Initial Maturity Schedule for the Bonds represents an estimate of the principal amounts and maturities of Bonds which will be sold. The Town reserves the right to change the Initial Maturity Schedule by announcing any such change not later than twenty-four (24) hours prior to the date and time established for receipt of bids, through Thomson Municipal Market Monitor. If such a change is announced, then the changes, when incorporated into the Initial Maturity

Schedule, shall become part of a revised maturity schedule (the "Revised Maturity Schedule"). The Revised Maturity Schedule shall be deemed the principal amounts and maturities for the bid submitted via Parity®. If no such change is announced, then the Initial Maturity Schedule will be deemed the principal amounts and maturities for the bid submitted via Parity®.

In addition, if after the final computation of the bids the Town determines, in its sole discretion and without the consent of the successful bidder, that the principal amount of any of the maturities in the Initial Maturity Schedule or the Revised Maturity Schedule needs to be adjusted, the Town reserves the right: (i) either to increase or decrease the aggregate principal amount by no more than fifteen percent (15%) of the aggregate principal amount stated in the Initial Maturity Schedule or the Revised Maturity Schedule at the time of the Bid of the Bonds, and (ii) either to increase or decrease the principal amount by no more than fifteen percent (15%) within a given maturity of the Bonds (to be rounded to the nearest \$5,000). In the event of any such adjustment, no rebidding or recalculation of the bids submitted will be required or permitted and the Bonds of each maturity, as adjusted, will bear interest at the same rate and must have the same initial reoffering yield as specified in the proposal of the successful bidder. With the consent of the successful bidder, the principal amount of any maturity of the Bonds may be increased to an amount exceeding fifteen percent (15%) of the principal amount of such maturity as stated in the Initial Maturity Schedule or the Revised Maturity Schedule at the time of the Bid of the Bonds, with the aggregate principal amount not to exceed \$52,000,000.

Optional Redemption Provisions - The Bonds maturing on or prior to January 1, 20__ are not subject to optional redemption. The Bonds maturing on or after January 1, 20__ are subject to redemption prior to maturity, at the option of the Town, in whole or in part on any date on or after January 1, 20__, and if in part, in such order of maturities and in such amounts as the Town shall select and by lot within a maturity, at a redemption price equal to 100% of the principal amount to be redeemed, plus accrued interest to the date of redemption, and without premium.

AUTHORIZATION

The Town will issue the Bonds under the authority of, and in full compliance with the Constitution and laws of the State of Florida, including particularly, Chapter 166 of the Florida Statutes, as amended, the Charter of the Town of Palm Beach, Florida, as amended, and other applicable provisions of law and Resolution No. 142-2019 and Resolution No. 142-2019 adopted by the Town Council of the Town (the "Council") on November 12, 2019 (collectively, the "Resolution").

PURPOSE

The Bonds are being issued: (1) to advance refund a portion of the Town's outstanding Public Improvement Revenue Bonds, Series 2013 (Capital Improvement and Coastal Management Program) and (2) to pay costs of issuance.

SECURITY FOR BONDS

The Bonds are revenue obligations of the Town and are payable solely in the manner and to the extent set forth in the Resolution. **THE BONDS SHALL NOT BE OR CONSTITUTE GENERAL OBLIGATIONS OF THE TOWN WITHIN THE MEANING OF THE CONSTITUTION OF THE STATE OF FLORIDA BUT SHALL BE PAYABLE SOLELY FROM AND SECURED BY A LIEN UPON AND A PLEDGE OF THE PLEDGED REVENUES IN THE MANNER AND TO THE EXTENT PROVIDED IN THE RESOLUTION. NO BONDHOLDER SHALL EVER HAVE THE RIGHT TO COMPEL THE EXERCISE OF THE AD VALOREM TAXING POWER OF THE TOWN OR TAXATION IN ANY FORM ON ANY REAL OR PERSONAL PROPERTY TO PAY SUCH BONDS OR THE INTEREST THEREON, NOR SHALL ANY BONDHOLDER BE ENTITLED TO PAYMENT OF SUCH PRINCIPAL OR INTEREST FROM ANY OTHER FUNDS OF THE TOWN OTHER THAN AS PROVIDED IN THE RESOLUTION.**

The Bonds are payable solely from and secured solely by the Pledged Revenues. The Pledged Revenues consist of Non-Ad Valorem Revenues budgeted and appropriated by the Town, and deposited into the Sinking Fund established under the Resolution.

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

“Direct Payments” means any direct payments, grants or other subsidies received from the federal government or the State of Florida relative to debt service on the Bonds.

“Non-Self-Supporting Debt” shall mean debt service on debt obligations of the Town other than debt obligations relating to an enterprise fund or general obligation

bonds of the Town or Special Assessment Obligations. In the event any Bonds are additionally secured by non-ad valorem special assessments, debt service shall be calculated net of the amount of non-ad valorem special assessments collected during the prior fiscal year provided that at least 90% of the non-ad valorem special assessments imposed in the prior fiscal year are collected. Additionally, interest payments on Non-Self Supporting Debt shall be calculated net of expected receipt of Direct Payments.

“Project Grant Moneys” shall include any federal, state, county or other grant moneys relating to a project that are legally available to pay principal and/or interest on the Bonds, but shall not include Direct Payments.

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

The Town has agreed to appropriate in its annual budget, by amendment if necessary, from Non-Ad Valorem Revenues, amounts sufficient to pay the principal of and interest on the Bonds, as the same become due. The Town has not promised to maintain any services or programs which generate Non-Ad Valorem Revenues other than such services or programs which are for essential public purposes affecting the health, welfare and safety of the inhabitants of the Town.

The promise to budget and appropriate Non-Ad Valorem Revenues does not create a lien on or constitute a pledge by the Town of such Non-Ad Valorem Revenues to the repayment of the Bonds. Until such time as the Town has appropriated and paid Non-Ad Valorem Revenues to the Paying Agent for the Bonds, the promise is also subject to any lien upon or pledge of any such Non-Ad Valorem Revenues to indebtedness of the Town heretofore or hereafter incurred, including the payment of debt service on bonds or other obligations. Such covenant does not require the Town to levy and collect any particular Non-Ad Valorem Revenues or to maintain, continue or increase any particular source of Non-Ad Valorem Revenues. Until such time as the Town has appropriated and paid Non-Ad Valorem Revenues to the Paying Agent for the Bonds, such covenant does not give the Paying Agent a prior claim on such Non-Ad Valorem Revenues as opposed to claims of general creditors of the Town.

For further information, see “SECURITY FOR THE BONDS” in the Preliminary Official Statement.

RATINGS

Moody’s Investors Service, Inc. and S&P Global Ratings have assigned municipal bond ratings to the Bonds of “____” (stable outlook), and “____” (stable outlook), respectively. The rating reports of such rating agencies will be made available upon request to the Director of Finance, Town Hall, 360 South County Road, Palm Beach, Florida 33480, (561) 838-5444 or to the Town’s Financial Advisor, PFM

Financial Advisors LLC, 300 South Orange Avenue, Suite 1170, Orlando, Florida 32801, (407) 406-5760, Attention: Jay Glover, Managing Director, (the "Financial Advisor").

Such ratings reflect the views of the respective rating agencies and an explanation of the significance of such ratings may be obtained only from the rating agencies. There is no assurance that such ratings will be in effect for any given period of time or that they will not be revised downward or withdrawn entirely by the rating agencies if, in the judgment of the rating agencies, circumstances so warrant. Any such downward revision or withdrawal may have an adverse effect upon the market price of the Bonds.

CONTINUING DISCLOSURE

In the Resolution, the Town has committed to provide certain annual information and notices of material events, as required by Rule 15c2-12 (the "Rule") promulgated by the Securities and Exchange Commission ("SEC") and as described in the Preliminary Official Statement under the caption "CONTINUING DISCLOSURE."

The obligation of the successful bidder to purchase the Bonds shall be conditioned upon it receiving, at or prior to the delivery of the Bonds a copy of the Resolution setting forth the continuing disclosure undertaking described above, which shall constitute a written agreement for the benefit of the registered owners and Beneficial Owners of the Bonds, as required by the Rule.

LEGAL OPINIONS

The opinion of Bond Counsel will approve the legality of the Bonds and state other matters relating to the treatment of interest on the Bonds for federal income tax purposes. In this regard, Bond Counsel will opine that interest on the Bonds is includable in gross income for federal income tax purposes. For a further discussion of certain federal income tax matters relating to the Bonds, see the information under the caption "TAX MATTERS" in the Preliminary Official Statement. Bond Counsel will furnish to the successful bidder, without charge, a reliance letter with respect to its opinion to be delivered to the Town, together with the closing documents customarily delivered by the Town for the issuance of bonds.

Greenspoon Marder LLP, Disclosure Counsel to the Town ("Disclosure Counsel"), has advised the Town on certain matters relating to disclosure for the issuance of the Bonds and in connection with the preparation of the Preliminary Official Statement and the Official Statement. Disclosure Counsel will furnish to the successful bidder, without charge, a reliance letter with respect to its opinion to be delivered to the Town.

The proposed text of the legal opinion of Bond Counsel is set forth in Appendix D to the Preliminary Official Statement. The actual legal opinion to be delivered may vary from the text of Appendix D, if necessary, to reflect facts and law on the date of delivery

of the Bonds. The opinion will speak only as of its date and Bond Counsel will assume any duty to update or supplement its opinion to reflect any change in facts or circumstances, including changes in law that may thereafter occur or become effective.

GOOD FAITH DEPOSIT

The successful bidder is required to provide by wire transfer to the Town prior to the award of the Bonds a good faith deposit in the amount of \$1,040,000, representing approximately two percent (2%) of the principal amount of the Bonds (the "Good Faith Deposit"). Please see "BIDDING DETAILS" and "TERMS AND BASIS OF AWARD" for further details.

The proceeds of the Good Faith Deposit of the successful bidder shall be held as security for the performance of the successful bidder's obligation to comply with the terms of its bid. At the time of the delivery of and payment for the Bonds, the amount of the Good Faith Deposit shall be credited against the purchase price due from the successful bidder for the Bonds. In the event the successful bidder should fail to comply with the terms of its bid, the proceeds of the Good Faith Deposit shall be retained by the Town. The retention of such proceeds by the Town will constitute full liquidated damages and the successful bidder shall have no further liability. If the Bonds are not issued for any reason other than the successful bidder failing to comply with its bid, the Town shall promptly deliver the proceeds of the Good Faith Deposit to the successful bidder, in immediately available funds, and the Town shall have no further liability to the successful bidder. No interest shall be paid or credited to the successful bidder on the proceeds of the Good Faith Deposit.

BIDDING DETAILS

All bids must be unconditional and submitted electronically via Parity®. **No telephone, facsimile, mail, courier delivery or personal delivery bids will be accepted.** To participate, bidders must be a contracted customer of the System. If the prospective bidder does not have a contract with the System, call (212) 849-5021 to become a customer and to obtain a list of the bidding rules and procedures. To the extent any instructions or directions set forth on Parity® conflict with this Official Notice of Sale, the terms of this Official Notice of Sale shall control.

Each bidder will be solely responsible for making the necessary arrangements to access the System for purposes of submitting its bid in a timely manner and in compliance with the requirements of this Official Notice of Sale. IHS Markit will not have any duty or obligation to provide or assure such access to any bidder, and neither the Town nor IHS Markit will be responsible for the proper operation of, or have any liability for, any delays or interruptions of, or any damages caused by, the System. The Town is authorizing the use of PARITY® as a communications mechanism to conduct the electronic bidding for the Bonds; the owners of such service are not agents of the Town. The Town is not bound by any advice and determination of IHS Markit to the effect that

any particular bid complies with the terms of this Official Notice of Sale and in particular the specifications set forth in this Official Notice of Sale, including under “TERMS OF BID AND BASIS OF AWARD” below. All costs and expenses incurred by bidders in connection with their registration and submission of bids via Parity® are the sole responsibility of such bidders.

TERMS OF BID AND BASIS OF AWARD

Bids must be unconditional and for the purchase of all, but not less than all, of the Bonds. **THE PURCHASE PRICE FOR THE BONDS SHALL BE NO LESS THAN 99% OF THE PAR AMOUNT OF THE BONDS.**

BIDDERS MAY BID TO PURCHASE THE BONDS AT A PREMIUM, AND NO BONDS OF ANY MATURITY MAY BE REOFFERED AT A PRICE LESS THAN 100% OF THE PRINCIPAL AMOUNT OF ANY SUCH BONDS. The Town reserves the right to reject any and all bids and to waive informalities in any or all bids.

Bidders must specify the rate or rates of interest the Bonds shall bear according to the following restrictions: (1) no interest rate shall exceed five percent (5.00%); (2) all Bonds having the same maturity must bear the same rate of interest throughout their life; and (3) each interest rate specified must be a multiple of one-eighth (1/8) or one-hundredth (1/100) of one percent (1%).

The Bonds will be awarded to the responsible bidder whose bid results in the lowest **TRUE INTEREST COST (“TIC”)** to the Town. The TIC will be the nominal interest rate which, when compounded semiannually and used to discount all debt service payments on the Bonds (computed at the interest rates specified in the bid and on the basis of a 360-day year comprised of twelve 30-day months) to the expected issuance date of the Bonds, results in an amount equal to the price bid for the Bonds. If two or more bids provide for the same lowest TIC, the Town shall determine which bid shall be accepted, and such determination shall be final and conclusive.

Award or rejection of bids will be made by the Town prior to 4:00 p.m., Palm Beach, Florida Time on the date of receipt of bids. **ALL BIDS SHALL REMAIN FIRM UNTIL 5:00 P.M., PALM BEACH, FLORIDA TIME, ON THE DATE OF RECEIPT OF BIDS. Award is subject to the timely receipt of the Good Faith Deposit as mentioned above.**

In the event of any adjustment of the maturity schedule for the Bonds as described under “Adjustment of Maturity Schedule” herein, no rebidding or recalculation of the proposals submitted will be required or permitted. The total purchase price of the Bonds will be increased or decreased to reflect any such adjustments so as to hold constant the successful proponent’s proposed underwriter’s spread on a per bond basis. The Bonds of each maturity, as adjusted, will bear interest at the same rate as is specified by the successful proponent for the Bonds of that maturity. Nevertheless, the award of the Bonds will be made to the proponent whose proposal produces the lowest TIC, calculated as specified above, solely on the basis of the Bonds as offered herein,

without taking into account any adjustment in the amount of the Bonds pursuant to this paragraph.

EACH BIDDER MUST SPECIFY IN ITS BID THE INTEREST RATE FOR THE BONDS OF EACH MATURITY AND ALL BONDS MATURING ON THE SAME DATE MUST BEAR INTEREST AT THE SAME RATE. NO BIDS FOR LESS THAN ALL OF THE BONDS OFFERED WILL BE ENTERTAINED. THE TOWN RESERVES THE RIGHT TO REJECT ALL BIDS OR ANY BID NOT CONFORMING TO THIS OFFICIAL NOTICE OF SALE. THE TOWN ALSO RESERVES THE RIGHT TO WAIVE, IF PERMITTED BY LAW, ANY IRREGULARITY OR INFORMALITY IN ANY PROPOSAL. THE TOWN SHALL NOT REJECT ANY CONFORMING BID UNLESS ALL CONFORMING BIDS ARE REJECTED. BY 2:00 P.M. EASTERN TIME, BIDDERS MUST SUBMIT A LIST OF SYNDICATE MEMBERS TO THE TOWN DIRECTOR OF FINANCE BY FACSIMILE AT (561) 838-5417.

COMPLIANCE WITH SEC AND MSRB RULES

The successful bidder agrees to take any and all other actions necessary to comply with applicable SEC and Municipal Securities Rulemaking Board (the "MSRB") rules governing the offering, sale and delivery of the Bonds, including, without limitation, the payment of any fees or charges required to be paid by the MSRB or the Securities Industry and Financial Markets Association in connection with the purchase or sale of the Bonds.

SETTLEMENT OF BONDS

It is expected that closing for the Bonds will occur in Palm Beach, Florida on or about _____ (the "Closing Date"), or such other date as shall be appropriate to ensure compliance with the Rule. On the Closing Date, the Bonds will be delivered to DTC, as securities depository, and registered in the name of Cede & Co., as nominee of DTC. The successful bidder shall timely obtain CUSIP identification numbers and pay CUSIP Service Bureau charges for assignment of the numbers. **The successful bidder shall advise the Town within two (2) business days after notice of award of the CUSIP identification numbers for the Bonds.** The successful bidder shall also advise the underwriting department of DTC, not less than four (4) business days prior to the Closing Date, of the interest rates borne by the Bonds, the CUSIP identification numbers and the Closing Date. Any delay, error or omission with respect to the CUSIP numbers shall not constitute a cause for failure or refusal by the successful bidder to accept delivery of, and pay for, the Bonds in accordance with the terms of this Official Notice of Sale.

FULL PAYMENT OF THE PURCHASE PRICE (MINUS THE AMOUNT OF THE GOOD FAITH DEPOSIT) MUST BE MADE TO THE TOWN BY 11:00 A.M. EASTERN TIME ON THE CLOSING DATE BY THE SUCCESSFUL BIDDER IN FEDERAL RESERVE FUNDS OR IMMEDIATELY AVAILABLE FUNDS, WITHOUT COST TO THE TOWN.

BLUE SKY LAWS

The successful bidder will be responsible for the clearance or exemption with respect to the status of the Bonds for sale under the securities or "Blue Sky" laws of the several states and the preparation of any surveys or memoranda in connection with such sale. The Town shall have no responsibility for such clearance, exemption or preparation.

CLOSING DOCUMENTS

In addition to the opinions of Bond Counsel and Disclosure Counsel referred to above, at the time of payment for and delivery of the Bonds, the Town will furnish the successful bidder with the following documents, all to be dated as of the date of delivery:

1. ***No Litigation Opinion*** - An opinion of the Office of the Town Attorney to the effect that, except as described in the Official Statement, there is no litigation pending or, to its knowledge, threatened which, if determined adversely, would materially adversely affect the validity of the Bonds.
2. ***General Certificate*** - A certificate or certificates of the appropriate officers of the Town to the effect that (1) to the best of such officer's knowledge and belief, and after reasonable investigation, (a) neither the Official Statement nor any amendment or supplement to it contains any untrue statement of a material fact or omits to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, and (b) since the date of the Official Statement, no materially adverse change has occurred in the financial position or results of operation of the Town, except as set forth in or contemplated by the Official Statement; and (2) the Bonds have been executed by the manual or facsimile signature of the appropriate Town officials who were duly authorized to execute the same.
3. ***Director of Finance Receipt*** - The receipt of the Director of Finance showing that the purchase price of the Bonds has been received and deposited in the appropriate funds and accounts.

The successful bidder will also be required to execute certain closing documents required by Florida law or by Bond Counsel in connection with the delivery of the Bonds or the delivery of the opinions of Bond Counsel described in this Official Notice of Sale.

PRELIMINARY OFFICIAL STATEMENT; FINAL OFFICIAL STATEMENT

The Town has authorized the distribution of the Preliminary Official Statement, which it deemed final (except for permitted omissions) for purposes of the Rule. The Preliminary Official Statement describes the Bonds and contains information with respect to the Town. The Preliminary Official Statement may be obtained electronically

from www.i-Dealprospectus.com or from the Town and the Town's financial advisor as provided under "ADDITIONAL INFORMATION" below.

This Official Notice of Sale is not intended to be a disclosure document. All bidders must review the Preliminary Official Statement and will be required to certify that they have done so prior to participating in the bidding. In the event of any conflict between the statements contained in the Preliminary Official Statement and in this Official Notice of Sale, the statements contained in the Preliminary Official Statement shall prevail.

Upon the sale of the Bonds, the Town will deliver a final Official Statement substantially in the same form as the Preliminary Official Statement, subject to such amendments as are necessary, to the successful bidder within the earlier of seven (7) business days following the sale of the Bonds or to accompany the successful bidder's confirmation that requests payment for the Bonds. Up to five hundred (500) copies of the Official Statement (and any supplement to the Official Statement) will be made available to the successful bidder at the expense of the Town. Additional copies may be obtained at the expense of the successful bidder.

MANDATORY STATE FILING

Section 218.38(1)(b)1, Florida Statutes, as amended, requires that the Town file, within one hundred twenty (120) days after the delivery of the Bonds, an information statement with the Division of Bond Finance of the Board of Administration of the State of Florida (the "Division of Bond Finance") containing the following information: (a) the name and address of the managing underwriter, if any, connected with the bond issue; (b) the name and address of any attorney or financial consultant who advised the Town with respect to the bond issue; (c) any fee, bonus, or gratuity paid by any underwriter or financial consultant, in connection with the bond issue, to any person not regularly employed or engaged by such underwriter or consultant; and (d) any other fee paid by the Town with respect to the bond issue, including any fee paid to attorneys or financial consultants. The successful bidder shall provide to the Town the information mentioned in (a) and (c) above when the Bonds are delivered. Such information provided pursuant to the cited Statute shall be maintained by the Division of Bond Finance and by the Town as a public record.

TRUTH-IN-BONDING STATEMENT

Each bidder will be required to complete and sign the Truth-in-Bonding Statement set forth in Exhibit A to this Official Notice of Sale and submit such statement to the Town's Director of Finance (which submission may be by facsimile transmission at (561) 838-5417 on the date bids are due and prior to award of the Bonds by the Town.

PUBLIC ENTITY CRIMES

Section 287.133, Florida Statutes, provides, among other things, that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO (currently \$25,000) for a period of thirty-six (36) months following the date of being placed on the convicted vendor list.

ADDITIONAL INFORMATION

The Preliminary Official Statement and this Official Notice of Sale may be obtained electronically from www.munios.com . In addition, copies of the Preliminary Official Statement and this Official Notice of Sale will be furnished, in limited quantities, upon request to PFM Financial Advisors LLC, 300 South Orange Avenue, Suite 1170, Orlando, Florida 32801, (407) 406-5760, Attention: Jay Glover, Managing Director.

TOWN OF PALM BEACH, FLORIDA

Jane Le Clainche
Director of Finance

Dated:

EXHIBIT A

TRUTH-IN-BONDING STATEMENT

In compliance with Section 218.385, Florida Statutes, as amended, the undersigned bidder submits the following Truth-In-Bonding Statement with respect to the Town of Palm Beach, Florida Public Improvement Revenue Refunding Bonds, Federally Taxable Series 2019 (Capital Improvement and Coastal Management Program) (the "Bonds") (NOTE: For information purposes only and not a part of the bid):

The Town of Palm Beach, Florida (the "Town") is proposing to issue \$_____ of Bonds: (1) to advance refund a portion of the Town's outstanding Public Improvement Revenue Bonds, Series 2013 (Capital Improvement and Coastal Management Program) and (2) to pay costs of issuance. The Bonds are expected to be repaid over a period of approximately _____ (____) years. At a forecasted interest rate of _____%, total interest paid over the life of the Bonds will be \$_____.

The Bonds are revenue obligations of the Town secured by the Pledged Revenues (as defined in the Resolution). Authorizing the debt or obligation will result in an average annual debt service payment of approximately \$_____ of the Town's monies not otherwise available to finance the other services of the Town each year for approximately ____ years.

(BIDDER'S NAME)

By: _____
Name:
Title:

Date: _____

This Preliminary Official Statement and any information contained herein are subject to completion and amendment. The Bonds may not be sold and offers to buy may not be accepted prior to the time the Official Statement is delivered in final form. Under no circumstances may this Preliminary Official Statement constitute an offer to sell or the solicitation of an offer to buy, nor shall there be any sale of the Bonds in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of such jurisdiction. The Town has deemed this Preliminary Official Statement "Final" except for certain permitted omissions, within the contemplation of Rule 15c2-12 promulgated by the U.S. Securities and Exchange Commission.

PRELIMINARY OFFICIAL STATEMENT DATED NOVEMBER __, 2019

NEW ISSUE-BOOK-ENTRY ONLY

RATINGS: Moody's: ____
S&P: ____
(See "RATINGS" herein)

In the opinion of Locke Lord LLP, Bond Counsel, based upon an analysis of existing law, interest on the Bonds is includable in gross income for federal tax purposes. Bond Counsel is also of the opinion that the Bonds and the interest thereon are exempt from taxation under the existing laws of the State of Florida, except as to estate taxes and taxes imposed by Chapter 220, Florida Statutes, on interest, income or profits on debt obligations owned by corporations, as defined therein. Bond Counsel expresses no opinion regarding any other tax consequences related to the ownership or disposition of, or the accrual or receipt of interest on, the Bonds. See "Tax Matters" herein.

TOWN OF PALM BEACH, FLORIDA

\$52,000,000*

**Public Improvement Revenue Refunding Bonds, Federally Taxable Series 2019
(Capital Improvement and Coastal Management Program)**

Dated: Date of Delivery

Due: January 1, as shown on the inside cover

The Town of Palm Beach, Florida (the "Town") is issuing its Public Improvement Revenue Refunding Bonds, Federally Taxable Series 2019 (Capital Improvement and Coastal Management Program) (the "Bonds") as fully registered bonds initially registered in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York ("DTC"), which will act as securities depository for the Bonds. The Bonds will be available to purchasers in principal denominations of \$5,000 and integral multiples thereof under the book-entry system maintained by DTC through brokers and dealers who are, or act through, DTC Participants. Purchasers will not receive physical delivery of the Bonds. Beneficial Owners of Bonds must maintain an account with a broker or dealer who is, or acts through, a DTC Participant in order to receive payment of the principal of and interest on such Bonds. See "BOOK-ENTRY ONLY SYSTEM" herein. The Bank of New York Mellon Trust Company, N.A. will serve as the Paying Agent and Registrar for the Bonds.

Interest on the Bonds is payable on each January 1 and July 1, commencing July 1, 2020, until maturity or earlier redemption. The Bonds are subject to redemption prior to maturity as described herein. See "DESCRIPTION OF THE BONDS—Redemption Provisions."

The Bonds are being issued by the Town pursuant to Resolution No. 142-2019, adopted on November 12, 2019, as supplemented by Resolution No. 143-2019, adopted on November 12, 2019 (collectively, the "Resolution"). The Bonds are being issued for the purpose of providing funds to (i) refund all or a portion of the Town's Public Revenue Bonds, Series 2013 (Capital Improvement and Coastal Management Program) maturing on and after January 1, 2025, and (ii)

* Preliminary, subject to change.

pay a portion of the costs of issuing the Bonds. See “PURPOSE OF THE BONDS,” “PLAN OF REFINANCING” and “ESTIMATED SOURCES AND USES OF PROCEEDS OF THE BONDS.”

The principal of and interest on the Bonds are payable from and secured by a pledge of and a lien on the “Pledged Revenues,” consisting primarily of “Non-Ad Valorem Revenues” budgeted and appropriated by the Town on an annual basis for the purpose of paying debt service on the Bonds. See “SECURITY FOR THE BONDS.”

THE BONDS SHALL NOT BE OR CONSTITUTE GENERAL OBLIGATIONS OF THE TOWN WITHIN THE MEANING OF THE CONSTITUTION OF THE STATE OF FLORIDA BUT SHALL BE PAYABLE SOLELY FROM AND SECURED BY A LIEN UPON AND A PLEDGE OF THE PLEDGED REVENUES IN THE MANNER AND TO THE EXTENT PROVIDED IN THE RESOLUTION. NO BONDHOLDER SHALL EVER HAVE THE RIGHT TO COMPEL THE EXERCISE OF THE AD VALOREM TAXING POWER OF THE TOWN OR TAXATION IN ANY FORM ON ANY REAL OR PERSONAL PROPERTY TO PAY SUCH BONDS OR THE INTEREST THEREON, NOR SHALL ANY BONDHOLDER BE ENTITLED TO PAYMENT OF SUCH PRINCIPAL OR INTEREST FROM ANY OTHER FUNDS OF THE TOWN OTHER THAN AS PROVIDED IN THE RESOLUTION. FURTHERMORE, NO BONDHOLDER SHALL EVER HAVE A LIEN ON THE PROJECTS FINANCED OR REFINANCED WITH PROCEEDS OF THE BONDS.

This cover page contains information for quick reference only. It is not a summary of the issue. Investors must read the entire Official Statement to obtain information essential to the making of an informed investment decision.

The Bonds are offered when, as and if issued and received by the Underwriter, subject to approval of legality by Locke Lord LLP, West Palm Beach, Florida, Bond Counsel. Certain legal matters will be passed on for the Town by its counsel, Jones, Foster, Johnston & Stubbs, P.A., West Palm Beach, Florida and by its disclosure counsel, Greenspoon Marder LLP, West Palm Beach, Florida. PFM Financial Advisors LLC, Orlando, Florida is serving as Municipal Advisor to the Town with respect to the Bonds. The Bonds are expected to be delivered through the facilities of DTC in New York, New York on or about January __, 2020.

BIDS FOR THE BONDS WILL BE RECEIVED USING IHS MARKIT’S PARITY/BIDCOMP COMPETITIVE BIDDING SYSTEM, AS SPECIFIED IN THE OFFICIAL NOTICE OF SALE.

The date of this Official Statement is _____, 2019.

**MATURITIES, AMOUNTS, INTEREST RATES, YIELDS
AND INITIAL CUSIP NUMBERS**

\$52,000,000*

**Public Improvement Revenue Refunding Bonds, Federally Taxable Series 2019
(Capital Improvement and Coastal Management Program)**

\$ _____ * Serial Bonds

<u>Maturity (January 1)</u>	<u>Amount*</u>	<u>Interest Rate</u>	<u>Yield</u>	<u>Initial CUSIP No.</u> ¹
2021	\$			
2022				
2023				
2024				
2025				
2026				
2027				
2028				
2029				
2030				
2031				
2032				
2033				
2034				
2035				
2036				
2037				
2038				
2039				
2040				
2041**				
2042**				
2043**				

* Preliminary, subject to change.

** Subject to Term Bond Option as more fully described in the Official Notice of Sale.

¹ The Town is not responsible for the use of CUSIP numbers, nor is any representation made as to their correctness. They are included solely for the convenience of the readers of this Official Statement.

TOWN OF PALM BEACH, FLORIDA

360 South County Road
Palm Beach, FL 33480
(561) 838-5444

TOWN COUNCIL

GAIL CONIGLIO Mayor
DANIELLE H. MOORE Town Council President
MARGARET ZEIDMAN..... Town Council President Pro-Tem
JULIE ARASKOG..... Town Council Member
LEW CRAMPTON..... Town Council Member
BOBBIE LINDSAY Town Council Member

Town Manager

KIRK BLOUIN

Town Attorney

JOHN C. RANDOLPH
JONES, FOSTER, JOHNSTON & STUBBS, P.A.

Town Clerk

KATHLEEN DOMINGUEZ

Town Director of Finance

JANE LE CLAINCHE

Municipal Advisor

PFM FINANCIAL ADVISORS LLC

Bond Counsel

LOCKE LORD LLP

Disclosure Counsel

GREENSPOON MARDER LLP

NO DEALER, BROKER, SALESMAN OR ANY OTHER PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR TO MAKE ANY REPRESENTATIONS, OTHER THAN THOSE CONTAINED IN THIS OFFICIAL STATEMENT, AND IF GIVEN OR MADE, SUCH OTHER INFORMATION OR REPRESENTATIONS MUST NOT BE RELIED UPON AS HAVING BEEN AUTHORIZED BY THE TOWN OF PALM BEACH, FLORIDA (THE "TOWN") OR THE UNDERWRITER SET FORTH ON THE COVER PAGE OF THIS OFFICIAL STATEMENT. THIS OFFICIAL STATEMENT DOES NOT CONSTITUTE AN OFFER TO SELL OR THE SOLICITATION OF AN OFFER TO BUY ANY OF THE HEREIN DESCRIBED BONDS, NOR MAY THERE BE ANY SALE OF THE BONDS BY ANY PERSON IN ANY JURISDICTION IN WHICH IT IS UNLAWFUL FOR SUCH PERSON TO MAKE SUCH OFFER, SOLICITATION OR SALE. THE INFORMATION AND EXPRESSIONS OF OPINION HEREIN ARE SUBJECT TO CHANGE WITHOUT NOTICE, AND NEITHER THE DELIVERY OF THIS OFFICIAL STATEMENT NOR ANY SALE MADE HEREUNDER WILL, UNDER ANY CIRCUMSTANCES, CREATE ANY IMPLICATION THAT THERE HAS BEEN NO CHANGE IN THE AFFAIRS OF THE TOWN SINCE THE DATE HEREOF.

THE UNDERWRITER HAS PROVIDED THE FOLLOWING SENTENCE FOR INCLUSION IN THIS OFFICIAL STATEMENT: *THE UNDERWRITER HAS REVIEWED THE INFORMATION IN THIS OFFICIAL STATEMENT IN ACCORDANCE WITH, AND AS PART OF, ITS RESPONSIBILITIES TO INVESTORS UNDER THE FEDERAL SECURITIES LAWS AS APPLIED TO THE FACTS AND CIRCUMSTANCES OF THIS TRANSACTION, BUT THE UNDERWRITER DOES NOT GUARANTEE THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION.*

IN CONNECTION WITH THIS OFFERING, THE UNDERWRITER MAY OVER-ALLOT OR EFFECT TRANSACTIONS WHICH STABILIZE OR MAINTAIN THE MARKET PRICE OF THE BONDS OFFERED HEREBY AT LEVELS ABOVE THAT WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET. SUCH STABILIZATION, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME.

THE BONDS HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR ANY STATE SECURITIES LAWS, NOR HAS THE RESOLUTION BEEN QUALIFIED UNDER THE TRUST INDENTURE ACT OF 1939, AS AMENDED, IN RELIANCE UPON EXEMPTIONS CONTAINED IN SUCH ACTS. IN MAKING AN INVESTMENT DECISION, INVESTORS MUST RELY ON THEIR OWN EXAMINATION OF THE TOWN AND THE TERMS OF THIS OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED. NEITHER THE SECURITIES AND EXCHANGE COMMISSION NOR ANY OTHER GOVERNMENTAL ENTITY OR AGENCY (OTHER THAN THE TOWN) WILL HAVE PASSED UPON THE ACCURACY OR ADEQUACY OF THIS OFFICIAL STATEMENT OR APPROVED OR RECOMMENDED THE BONDS FOR SALE. ANY REPRESENTATION TO THE CONTRARY MAY BE A CRIMINAL OFFENSE.

THIS OFFICIAL STATEMENT IS BEING PROVIDED TO PROSPECTIVE PURCHASERS EITHER IN BOUND PRINTED FORM ("ORIGINAL BOUND FORMAT") OR IN ELECTRONIC FORMAT ON THE WEBSITE www.MuniOS.com. THIS OFFICIAL

STATEMENT MAY BE RELIED UPON ONLY IF IT IS IN ITS ORIGINAL BOUND FORMAT OR IF IT IS PRINTED IN FULL DIRECTLY FROM SUCH WEBSITE.

THIS PRELIMINARY OFFICIAL STATEMENT IS IN A FORM DEEMED FINAL BY THE TOWN FOR PURPOSES OF RULE 15c2-12 PROMULGATED UNDER THE SECURITIES EXCHANGE ACT OF 1934, AS AMENDED, EXCEPT FOR CERTAIN INFORMATION PERMITTED TO BE OMITTED PURSUANT TO RULE 15c2-12(b)(1)

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OFFICIAL STATEMENT
TOWN OF PALM BEACH, FLORIDA

\$52,000,000*
Public Improvement Revenue Refunding Bonds, Federally Taxable Series 2019
(Capital Improvement and Coastal Management Program)

INTRODUCTION

The purpose of this Official Statement is to set forth certain information relating to the Town of Palm Beach, Florida (the “Town”) and the issuance by the Town of \$52,000,000* principal amount of its Public Improvement Revenue Refunding Bonds, Federally Taxable Series 2019 (Capital Improvement and Coastal Management Program) (the “Bonds”). The Bonds are being issued pursuant to the Constitution of the State of Florida, Chapter 166, Florida Statutes, the Charter of the Town and other applicable provisions of law (collectively, the “Act”), and pursuant to Resolution No. 142-2019 of the Town adopted on November 12, 2019, as supplemented by Resolution No. 143-2019 adopted on November 12, 2019 (collectively, the “Resolution”).

The principal of and interest on the Bonds are payable from and secured solely by a pledge of and a lien on the Pledged Revenues, consisting primarily of Non-Ad Valorem Revenues budgeted and appropriated by the Town on an annual basis. The pledge and lien granted pursuant to the Resolution arises only upon deposit by the Town, on the fifth business day prior to each Interest Payment Date, of Non-Ad Valorem Revenues into the Sinking Fund established pursuant to the Resolution. See “SECURITY FOR THE BONDS” herein.

The Town has additional debt that is also payable from and secured by the Non-Ad Valorem Revenues. See “SECURITY FOR THE BONDS – Outstanding Town Indebtedness” herein.

The Bonds shall not be or constitute general obligations of the Town within the meaning of the Constitution of the State of Florida but shall be payable solely from and secured by a lien upon and a pledge of the Pledged Revenues in the manner and to the extent provided in the Resolution. No Bondholder shall ever have the right to compel the exercise of the ad valorem taxing power of the Town or taxation in any form on any real or personal property to pay such Bonds or the interest thereon, nor shall any Bondholder be entitled to payment of such principal or interest from any other funds of the Town other than as provided in the Resolution. Furthermore, no Bondholder shall ever have a lien on the projects financed or refinanced with proceeds of the Bonds.

Capitalized terms not otherwise defined in this Official Statement will have the same meanings assigned to such terms in the Resolution. See “APPENDIX A—Town of Palm Beach Resolution No. 142-2019.” This Official Statement also includes summaries of, and references

* Preliminary, subject to change.

to, the Bonds, the Resolution, statutes, and various documents and instruments. The summaries of, and references to, the Bonds, the Resolution, statutes and various documents and instruments herein do not purport to be complete, comprehensive or definitive and each such summary and reference is qualified in its entirety by reference to the Bonds, the Resolution and the applicable document, statute, or instrument.

This Official Statement speaks only as of its date, and the information contained herein is subject to change.

PURPOSE OF THE BONDS

The Bonds are being issued to realize debt service savings. The proceeds of the Bonds will provide funds to (i) refund all or a portion of the Town's Public Improvement Revenue Bonds, Series 2013 (Capital Improvement and Coastal Management Program) maturing on and after January 1, 2025 (the "Refunded Bonds") and (ii) pay a portion of the costs of issuing the Bonds.

The proceeds of the Series 2013 Bonds were used to finance certain improvements to the Town's infrastructure that were identified in the Town's 20 Year Capital Improvement Plan at the time, and to finance a portion of an ongoing coastal management program to protect the beaches of the Town and the properties near the Atlantic Ocean. As of September 30, 2019, approximately \$58,531,337 of the proceeds of the Series 2013 Bonds were expended on these projects with approximately \$3,365,797 owed for work performed. The Town expects to complete the projects financed out of the proceeds of the Series 2013 Bonds by December 31, 2019.

PLAN OF REFINANCING

The proceeds of the Bonds will be used to advance refund and defease the Refunded Bonds. After such refunding and defeasance \$6,345,000* of the Series 2013 Bonds will remain outstanding. The Town will enter into an Escrow Deposit Agreement with The Bank of New York Mellon Trust Company, N.A., as Escrow Agent for the Refunded Bonds, and the Town will obtain a verification report, in order to defease the Refunded Bonds in accordance with their terms. See "VERIFICATION OF MATHEMATICAL COMPUTATIONS" herein.

* Preliminary; subject to change

ESTIMATED SOURCES AND USES OF PROCEEDS OF THE BONDS

The table below sets forth the expected sources and uses of proceeds of the Bonds.

Sources

Principal Amount	\$ _____
[Plus/Minus] Net Original Issue	_____
[Premium/Discount]	_____
Other Legally Available Funds	_____
Total Sources	\$ _____

Uses

Deposit to the Escrow Fund	\$ _____
Costs of Issuance Fund (1)	_____
Underwriter's Discount	_____
Total Uses	\$ _____

- (1) Includes fees of Bond Counsel, Disclosure Counsel, Financial Advisor and other costs of issuing the Bonds.

DESCRIPTION OF THE BONDS

General Description

The Bonds will be issued as fully registered bonds, initially registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"). DTC will act as securities depository for the Bonds. Individual purchases of the Bonds will be made in book-entry form only, and purchasers will not receive physical delivery of the Bonds or any certificate representing their beneficial ownership interest in the Bonds. See "BOOK-ENTRY ONLY SYSTEM" herein.

The Bonds are available to purchasers in principal denominations of \$5,000 or any integral multiple thereof. The Bonds will be dated as of the date of their initial issuance and will bear interest from that date at the rates (calculated based upon a year of 360 days consisting of twelve thirty-day months) and will mature on the dates and in the amounts set forth on the inside cover page of this Official Statement. Interest on the Bonds will be payable on January 1 and July 1, commencing on July 1, 2020. U.S. Bank National Association will act as Paying Agent and Registrar for the Bonds.

Registration, Transfer and Exchange

The Registrar will keep books for the registration of transfers and exchanges of the Bonds. The Town, the Registrar and the Paying Agent shall may treat and consider the registered owner of any Bond as the absolute owner of such Bond for the purpose of payment of principal, interest or redemption premium, if any, with respect to such Bond, for the purpose of giving notices of redemption and other matters with respect to such Bond, for the purpose of registering transfers with respect to such Bond, and for all other purposes whatsoever. In the event the book-entry only system of registration of the Bonds, described below under “BOOK-ENTRY ONLY SYSTEM.” is discontinued, the Bonds will be subject to transfer and exchange as more fully described in the Resolution. See “APPENDIX A—Town of Palm Beach Resolution No. 142-2019.”

Redemption Provisions

The Bonds are subject to redemption prior to maturity as described below:

Optional Redemption. The Bonds maturing on or before January 1, ____ will not be subject to optional redemption prior to maturity. The Bonds maturing on or after January 1, ____ are subject to redemption prior to maturity at the option of the Town, in whole or in part, at any time on or after January 1, ____, and if in part, in maturities determined by the Town and by lot within a maturity, at a redemption price equal to 100% of the principal amount of the Bonds to be redeemed, plus accrued interest to the date of redemption.

Mandatory Redemption.

The Bonds maturing on January 1, ____ (the “Term Bonds”) are subject to mandatory sinking fund redemption in part prior to maturity by lot, at redemption prices equal to 100% of the principal amount redeemed plus interest accrued to the redemption date in the following principal amounts and on the following dates:

Term Bonds

Year (<u>January 1</u>)	<u>Amount</u>
------------------------------	---------------

*

*Final maturity, not a redemption.

Notice of Redemption of the Bonds. To the extent the Bonds are subject to redemption, notice of such redemption shall be given by the Paying Agent, at lease thirty (30) days prior to the redemption date, be filed with the Bond Registrar and mailed, first class mail, postage

prepaid, to all Holders of the Bonds to be redeemed at their addresses as they appear on the registration books of the Town, but failure to mail such notice to one or more Holders of the Bonds shall not affect the validity of the proceedings with respect to Holders of the Bonds to which notice was duly mailed. Each such notice shall set forth the date fixed for redemption, the redemption price to be paid and, if less than all of the Bonds of one maturity are to be called, the distinctive numbers of such Bonds to be redeemed, and in the case of Bonds to be redeemed in part only, the portion of the principal amount thereof to be redeemed..

In addition to the foregoing notice, further notice of redemption shall be given by the Town as set out in the Resolution, but no defect in said further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if notice thereof is given in the manner prescribed above. See “APPENDIX A—Town of Palm Beach Resolution No. 142-2019.”

In the case of an optional redemption, the notice of redemption may state that (1) it is conditioned upon the deposit of moneys with the Paying Agent or with an escrow agent under an escrow deposit agreement, in amounts necessary to effect the redemption, no later than the redemption date or (2) the Town retains the right to rescind such notice on or prior to the scheduled redemption date (in either case, a “Conditional Redemption”), and such notice and optional redemption shall be of no effect if such moneys are not so deposited or if the notice is rescinded as described in this subsection. Any such notice of Conditional Redemption shall be captioned “Conditional Notice of Redemption.” Any Conditional Redemption may be rescinded at any time prior to the redemption date if the Town delivers a written direction to the Paying Agent directing the Paying Agent to rescind the redemption notice. The Paying Agent shall give prompt notice of such rescission to the affected Bondholders. Any Bonds subject to Conditional Redemption where redemption has been rescinded, or such moneys not so deposited, shall remain Outstanding, and neither the rescission nor the failure by the Town to make such moneys available shall constitute an event of default hereunder. The Town shall give notice as may be required by the MSRB and to one or more national information services that disseminate notices, and to the affected Bondholders, that the redemption did not occur and that the Bonds called for redemption and not so paid remain Outstanding.

So long as the Bonds are registered in book-entry form, notices of redemption will be given by the Paying Agent only to DTC. See “BOOK-ENTRY ONLY SYSTEM.”

Any Bonds which have been duly selected for redemption and for which funds have been set aside with the Paying Agent will cease to bear interest on the specified redemption date.

BOOK-ENTRY ONLY SYSTEM

The following contains a description of the procedures and operations of DTC and is based upon information provided by DTC. Neither the Town nor the Underwriter have independently investigated or verified such procedures and operations and assume no responsibility for the accuracy or completeness of the description thereof.

DTC will act as securities depository for the Bonds. The Bonds will be issued as fully registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully registered Bond certificate will be issued for each maturity of the Bonds, as set forth on the inside cover page of this Official Statement, each in the aggregate principal amount of such maturity, and will be deposited with DTC.

DTC, the world's largest depository, is a limited purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues and money market instruments (from over 100 countries) that DTC's Participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). The Direct Participants and the Indirect Participants are collectively referred to as the "DTC Participants." DTC has Standard & Poor's rating of AA+. The DTC Rules applicable to DTC Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

Purchases of Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Bonds on DTC's records. The ownership interest of each actual purchaser of each Bond ("Beneficial Owner") is in turn to be recorded on the DTC Participant's records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmation providing details of the transaction, as well as periodic statements of their holdings, from the DTC Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Bonds are to be accomplished by entries made on the books of DTC Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Bonds, except in the event that use of the book-entry system for the Bonds is discontinued.

To facilitate subsequent transfers, all Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as

may be requested by an authorized representative of DTC. The deposit of Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Bonds are credited, which may or may not be the Beneficial Owners. The DTC Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Bonds, such as redemptions, tenders, defaults, and proposed amendments to documents securing the Bonds. For example, Beneficial Owners of Bonds may wish to ascertain that the nominee holding the Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the Registrar and request that copies of notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the Bonds within a maturity are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such maturity to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to the Bonds unless authorized by a Direct Participant in accordance with DTC's Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the Town as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

The redemption price and principal and interest payments on the Bonds will be made to Cede & Co. or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the Town or the Paying Agent on the payment date in accordance with their respective holdings shown on DTC's records. Payments by DTC Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Paying Agent, or the Town, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds and principal of and interest payments on the Bonds to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the Town or the Paying Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of DTC Participants.

DTC may discontinue providing its services as depository with respect to the Bonds at any time by giving reasonable notice to the Town or the Paying Agent. Under such circumstances, in the event that a successor depository is not obtained, Bond certificates are required to be printed and delivered. Subject to the policies and procedures of DTC (or any successor securities depository), the Town may decide to discontinue use of the system of book-entry transfers through DTC (or a successor securities depository). In that event, Bond certificates will be printed and delivered. Thereafter, Bond certificates may be transferred and exchanged as described in the Resolution. See “APPENDIX A—Town of Palm Beach Resolution No. 142-2019.”

SO LONG AS CEDE & CO. IS THE REGISTERED OWNER OF THE BONDS, AS NOMINEE OF DTC, REFERENCES HEREIN TO THE HOLDER OF THE BONDS OR REGISTERED OWNERS OF THE BONDS SHALL MEAN DTC AND SHALL NOT MEAN THE BENEFICIAL OWNERS OF THE BONDS.

The Town can make no assurances that DTC will distribute payments of principal of, redemption price, if any, or interest on the Bonds to the Direct Participants, or that DTC Participants will distribute payments of principal of, redemption price, if any, or interest on the Bonds or redemption notices to the Beneficial Owners of such Bonds or that they will do so on a timely basis, or that DTC or any of its Participants will act in a manner described in this Official Statement. The Town is not responsible or liable for the failure of DTC to make any payment to any Direct Participant or failure of any DTC Participant to give any notice or make any payment to a Beneficial Owner in respect to the Bonds or any error or delay relating thereto.

The rights of holders of beneficial interests in the Bonds and the manner of transferring or pledging those interests are subject to applicable state law. Holders of beneficial interests in the Bonds may want to discuss the manner of transferring or pledging their interest in the Bonds with their legal advisors.

NEITHER THE TOWN NOR THE PAYING AGENT SHALL HAVE ANY OBLIGATION WITH RESPECT TO ANY DTC PARTICIPANT OR BENEFICIAL OWNER OF THE BONDS DURING SUCH TIME AS THE BONDS ARE REGISTERED IN THE NAME OF A SECURITIES DEPOSITORY PURSUANT TO A BOOK-ENTRY SYSTEM.

SECURITY FOR THE BONDS

Limited Obligations

The Bonds are limited obligations of the Town and are payable solely in the manner and to the extent set forth in the Resolution. The Bonds shall not be or constitute general obligations of the Town within the meaning of the Constitution of the State of Florida but shall be payable solely from and secured by a lien upon and a pledge of the Pledged Revenues in the manner and to the extent provided in the Resolution. No Bondholder shall ever have the right to compel the

exercise of the ad valorem taxing power of the Town or taxation in any form on any real or personal property to pay such Bonds or the interest thereon, nor shall any Bondholder be entitled to payment of such principal or interest from any other funds of the Town other than as provided in the Resolution. Furthermore, no Bondholder shall ever have a lien on the projects financed or refinanced with proceeds of the Bonds.

The Pledged Revenues

The Pledged Revenues consist primarily of Non-Ad Valorem Revenues budgeted and appropriated annually by the Town for the purpose of paying debt service on the Bonds.

“Non-Ad Valorem Revenues” means legally available revenues of the Town derived from any source whatever, other than ad valorem taxation on real and personal property, which are legally available for payment by the Town of debt service on the Bonds, after the payment of the principal of and interest on any obligations of the Town hereafter issued which have a prior pledge on any source of the Non-Ad Valorem Revenues and Project Grant Moneys (as defined in the Resolution); provided, however, that for the purposes of the financial tests in the Resolution relating to debt service coverage and the issuance of additional Non-Self Supporting Debt, “Non-Ad Valorem Revenues” shall have the meaning set forth herein under the caption “SECURITY FOR THE BONDS—Future Non-Self Supporting Debt Payable From Non-Ad Valorem Revenues.”

Covenant to Budget and Appropriate

Pursuant to the Resolution, the Town has covenanted to appropriate in its annual budget in each Fiscal Year, by amendment if necessary, Non-Ad Valorem Revenues in amounts sufficient to pay the principal of, redemption premium, if any, and interest on the Bonds, as the same become due (whether by redemption, at maturity or otherwise), to reinstate any Reserve Account Credit Facility on deposit in the Debt Service Reserve Account (to the extent established for any Series of Bonds), to restore any deficiency in the Reserve Account (to the extent established for any Series of Bonds) or any other fund or account created and established under the Resolution for the Bonds and to pay the fees and expenses of the Paying Agent, the Registrar and the Reserve Account Credit Facility Issuer, if any, and any other expenses of the Town relating to the Bonds. The Town’s covenant to budget and appropriate Non-Ad Valorem Revenues does not create a lien on, or constitute a pledge by the Town of, such Non-Ad Valorem Revenues to the repayment of the Bonds. Until such time as the Town has budgeted and appropriated Non-Ad Valorem Revenues for the payment of the Bonds, such covenant does not give the Paying Agent a prior claim on such Non-Ad Valorem Revenues as opposed to claims of general creditors of the Town.

The Town’s covenant to budget and appropriate does not require the Town to levy and collect any particular Non-Ad Valorem Revenues or to maintain, continue or increase any particular source of Non-Ad Valorem Revenues. The Town’s covenant to budget and appropriate Non-Ad Valorem Revenues pursuant to the Resolution is subject to the provisions of applicable State law, which preclude the Town from expending moneys not appropriated or in excess of its current budgeted revenues.

Subject to the limitation upon the incurrence of additional Non-Self Supporting Debt payable from Non Ad-Valorem Revenues as described below under “SECURITY FOR THE BONDS—Future Non-Self Supporting Debt Payable From Non-Ad Valorem Revenues,” there is no limitation in the Resolution on the Town’s ability to pledge or covenant with respect to the Non-Ad Valorem Revenues or any component thereof to indebtedness or other legally permissible purposes. Accordingly, until such time as the Town has appropriated Non-Ad Valorem Revenues for the Bonds, the Town’s covenant to budget and appropriate in the Resolution is also subject to any lien upon or pledge of any such Non-Ad Valorem Revenues to indebtedness of the Town hereafter incurred, including the debt service on bonds or other obligations. In the event the Town pledges one or more sources of Non-Ad Valorem Revenues to secure indebtedness other than the Bonds, the pledged Non-Ad Valorem Revenues would be required to be used to pay such other indebtedness prior to being available to pay debt service on the Bonds.

Outstanding Town Indebtedness

In addition to the Series 2013 Bonds, The Town has two outstanding bond issues which are also payable from the Non-Ad Valorem Revenues budgeted and appropriated by the Town on an annual basis: the Town’s \$4,660,000 Public Improvement Revenue Refunding Bond, Series 2019, all of which remains outstanding (the “Series 2019 Bond”), the Town’s \$39,320,000 Public Improvement Revenue Refunding Bonds, Series 2016A (Capital Improvement Program), all of which remain outstanding (the “Series 2016A Bonds”), the Town’s \$10,255,000 Public Improvement Revenue Refunding Bonds, Series 2016B (Worth Avenue Commercial District Program), all of which also remain outstanding (the “Series 2016B Bonds”). The Series 2016B Bonds are additionally secured by certain special assessments imposed on real property in the Worth Avenue commercial district (the “Worth Avenue Special Assessments”). In addition, after the issuance of the Bonds, \$6,345,000* of the Series 2013 Bonds will continue to be outstanding and will continue to be payable from the Non-Ad Valorem Revenues.

Other than the above described bond issues, there is no outstanding indebtedness of the Town secured by a pledge of any particular sources of Non-Ad Valorem Revenues and the Town does not currently have any plans to issue any such indebtedness. The Town does have outstanding its \$56,400,000 General Obligation Bonds (Underground Utility Project), Series 2018 (of which \$55,350,000 are currently outstanding), and has the authority to issue up to an additional \$33,960,000 in general obligation bonds (for a total of \$90,000,000). These bond are secured by the Town’s full faith, credit and taxing power and non-ad valorem special assessments, to finance the Town-wide burial of utilities.

Future Non-Self- Supporting Debt Payable from Non-Ad Valorem Revenues

Pursuant to the Resolution, the Town covenants that in each Fiscal Year while any Bonds are Outstanding, the total Non-Self-Supporting Debt Service due in any Fiscal Year of the Town will not exceed 50% of Non-Ad Valorem Revenues of the Town. In addition, the Town has covenanted and agreed that it will not incur any indebtedness payable from or supported by a

* Preliminary; subject to change.

pledge of the Non-Ad Valorem Revenues unless the Town can show that following the incurrence of such additional indebtedness, (i) the total amount of Non-Ad Valorem Revenues (based on the most recent Fiscal Year) will be greater than twice the then Maximum Debt Service, and (ii) the total amount of Non-Ad Valorem Revenues in each Fiscal Year in which Bonds are Outstanding (based on reasonable projections of the Town) will be greater than 2.00 times the Non-Self-Supporting Debt in each such Fiscal Year.

Pursuant to the Resolution, for purposes of determining compliance with the foregoing test, the term “Non-Ad Valorem Revenues” means all legally available revenues of the Town derived from any source whatever, other than ad valorem taxation on real and personal property, which are legally available for payment by the Town of Non-Self-Supporting Debt, excluding Project Grant Moneys, non-ad valorem special assessments which are exclusively pledged to the payment of obligations secured by the special assessments (“Special Assessment Obligations”), and Direct Payments (as defined in the Resolution), regardless of whether a particular source of Non-Ad Valorem Revenues has been pledged to any specific Non-Self-Supporting Debt or may not otherwise be available to pay debt service on any specific Non-Self-Supporting Debt. It should be noted that pursuant to applicable Florida law certain components of Non-Ad Valorem Revenues may not be legally available to pay debt service on the Bonds.

“Non-Self-Supporting Debt” means debt service on debt obligations of the Town other than debt obligations relating to an enterprise fund or general obligation bonds of the Town or Special Assessment Obligations. In addition, for purposes of the foregoing (i) “Non-Self-Supporting Debt Service” means the debt service on Non-Self-Supporting Debt, and (ii) “Maximum Debt Service” means, at any time, the maximum amount required in the then current or any future Fiscal Year to pay (a) all Non-Self-Supporting Debt, and (b) the proposed indebtedness of the Town (i) which will be payable from Non-Ad Valorem Revenues or (ii) for which the Non-Ad Valorem Revenues will be pledged.

The foregoing notwithstanding, in the event any Bonds are additionally secured by non-ad valorem special assessments such as the Series 2016B Bonds, debt service on such Bonds shall be calculated net of the amount of non-ad valorem special assessments collected during the prior fiscal year provided that at least 90% of the non-ad valorem special assessments imposed in the prior fiscal year are collected, and in such event such non-ad valorem special assessments are not included in the calculation of Non-Ad Valorem Revenues. If less than 90% of the non-ad valorem special assessments imposed in the prior fiscal year are collected, the debt service on the Bonds additionally secured by non-ad valorem special assessments will be included as Non-Self-Supporting Debt Service, but the Town will be permitted to treat the non-ad valorem special assessments that were collected as Non-Ad Valorem Revenues for purposes of the foregoing tests. The Worth Avenue Special Assessments have exceeded this 90% threshold each year since the issuance of the bonds in 2010 that were refunded by the Series 2016B Bonds.

In the case of Bonds bearing interest at a variable rate (“Variable Rate Bonds”), interest on such Variable Rate Bonds shall be assumed to be the greater of (A) one hundred ten percent (110%) of the average interest rate on such Variable Rate Bonds during the twenty-four (24) months ending with the month preceding the date of calculation or such shorter period that such Variable Rate Bonds shall have been outstanding; and (B) the actual rate of interest on such

Variable Rate Bonds on the date of calculation; provided that if a series of Variable Rate Bonds had not been outstanding prior to the date of calculation, the amount set forth in clause (A) above shall be calculated as though such Variable Rate Bonds had been outstanding for the twenty-four (24) month period by using (i) one hundred ten percent (110%) of the average of the Securities and Financial Markets Association (SIFMA) Municipal Swap Index for the twenty-four (24) months ending with the month preceding the date of calculation, and (ii) if the Variable Rate Bonds are bonds the interest on which is includable in the gross income of the holders thereof for federal income tax purposes, the 1-month LIBOR interest rate.

No Reserve Account

There will be no Debt Service Reserve Account created for the benefit of the holders of the Bonds.

Default; Remedies

Should the Town default in any of its obligations or covenants created by the Resolution, the Bondholders may, in addition to any remedy set forth in the Resolution, either at law or in equity, by suit, action, mandamus or other proceeding in any court of competent jurisdiction, protect and enforce any and all rights under the laws of the State of Florida, or granted and contained in the Resolution, and may enforce and compel the performance of all duties required by the Resolution, or by any applicable statutes to be performed by the Town or by any officer thereof. Anything in the Resolution to the contrary notwithstanding, Bondholders shall not have the right to accelerate the payment of principal of and interest on the Bonds.

THE TOWN

The Town is a municipal corporation organized and existing under the laws of the State of Florida. The Town, an island, is located on the east coast of Florida in the eastern portion of Palm Beach County. The land area of the Town is approximately 3.77 square miles with 12.1 miles of coastline on the Atlantic Ocean. The Town is a unique, internationally famous residential/estate community known for its distinctive architecture and landscaping, gracious estate homes and condominiums, golf courses and clubs, attractive stores and restaurants. The Town is bound on the west by the intracoastal waterway (Lake Worth), the north by the Palm Beach Inlet, the east by the Atlantic Ocean and on the south by the Town of South Palm Beach.

Town Government

The Town, incorporated in 1911, is governed by an elected mayor and a five member council. The Mayor's term is for two years. The five members of the Town Council are elected at large and serve overlapping two year terms. The Town Council is presently composed of the following:

<u>NAME</u>	<u>OFFICE</u>	<u>TERM EXPIRES</u>
Gail Coniglio	Mayor	March, 2021
Danielle H. Moore	Town Council President	March, 2021
Margaret A. Ziedman	Town Council President Pro-Tem	March, 2020
Julie Araskog	Town Council Member	March, 2021
Lew Crampton	Town Council Member	March, 2020
Bobbie Lindsay	Town Council Member	March, 2020

The Town Council meets in regular session once a month for purposes of setting policy and carrying out the legislative matters of the Town. The administrative day to day responsibilities are carried out through the Town Manager who is appointed by the Town Council. The Town Manager is Kirk Blouin, who has served as the Town Manager since February of 2018, and who had previously been the Town's Director of Public Safety since 2011. Mr. Blouin has been a Town employee since 1989, when he joined the Town's Police Department as a Patrolman. All of the Town departments and staff report to the Town Manager. The Town has approximately 362 full time equivalent employees. There is one labor union representing the Town's rank and file fire rescue personnel.

Services Provided by the Town

The Town provides various services such as street and sidewalk maintenance, police, fire and emergency medical services, beach rescue services, garbage and yard trash collection, storm and sanitary sewer collection services and recreational programs. Town residents pay for garbage and yard trash collection, sanitary sewage and stormwater utility services by means of their ad valorem property taxes.

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Population

The following table sets forth the estimated permanent population of the Town between 1960 and 2018. The decrease in population estimates between 2000 and 2010 was due primarily to a change in the way residents were categorized as permanent as opposed to seasonal.

Town of Palm Beach
ESTIMATED POPULATION

<u>Year</u>	<u>Population</u>
1960	6,055
1970	9,086
1980	9,729
1990	9,814
2000	9,676
2010	8,161
2011	8,348
2012	8,358
2013	8,168
2014	8,170
2015	8,040
2016	8,040
2017	8,291
2018	8,295

Sources: U.S. Bureau of the Census: 1960, 1970, 1980, 1990, 2000 and 2010; University of Florida, Bureau of Economic Business Administration: 2011 through 2018.

The Town's population will grow during that time of the year traditionally known as the "Season" which is generally from November 15 to April 1. The Town estimates the seasonal population peak to be 25,000.

Economy

The Town is a long-established residential community. Commercial activities are restricted primarily to the services rendered by banks, retail shops, hotels, and restaurants for the Town's permanent and seasonal residents and visitors. There is no industrial development within the Town.

Land Use

The following table sets forth the assessed value and number of parcels of property in the Town, according to the categories assigned to each parcel by the Palm Beach County Property Appraiser.

Town of Palm Beach
VALUE OF PARCELS BY CATEGORY

<u>Category</u>	<u>Assessed Value (\$)</u>
Residential	19,863,333,751
Commercial	1,559,628,992
Industrial	0
Other	385,867,603
Less: Tax-Exempt Property	<u>(5,019,966,708)</u>
TOTAL	16,788,863,638

Source: Palm Beach County Property Appraiser as of January 1, 2018.

Assessed Valuation

The following table shows the assessed value of the property in the Town for the past ten (10) years.

Town of Palm Beach, Florida
Assessed Value of Taxable Property; Last Ten Years

<u>Year</u>	<u>Total Assessed Value</u>	<u>Total Taxable Value</u>
2009	\$17,911,648,549	\$13,681,919,443
2010	16,893,593,925	13,097,134,379
2011	12,043,094,460	11,530,447,889
2012	12,013,987,648	11,510,190,357
2013	12,288,707,603	11,805,832,888
2014	12,862,947,349	12,371,740,345
2015	13,728,091,553	13,261,088,247
2016	14,987,210,512	14,509,420,467
2017	16,289,617,765	15,795,201,224
2018	17,291,500,785	16,788,865,638

Assessed value is an annual determination of the just or fair market value of the property, or the value of the homestead property as limited pursuant to State law. Taxable value is the assessed value of property minus the amount of any applicable exemption provided under state law. Property in Palm Beach County is reassessed every three years on average.

Source: Palm Beach County Property Appraiser.

Property Tax Levies and Collections

The following table sets forth the property tax levy and collection in the Town for the past ten (10) fiscal years:

Town of Palm Beach, Florida

Property Tax Levies and Collections

Last Ten Fiscal Years

Fiscal Year	Net Tax Levy*	Current Tax Collections	Percent of Levy Collected	Delinquent Tax Collections	Total Property Tax Collections	Collections as a Percent of Current Levy
2009	\$44,766,064	\$42,684,473	95.35%	\$202,744	\$42,887,217	95.80%
2010	43,506,736	41,076,426	94.41	432,144	41,508,570	95.41
2011	38,073,972	36,634,834	96.22	509	36,635,343	96.22
2012	37,421,931	36,636,311	97.90	26,605	36,662,916	97.97
2013	38,449,282	37,376,601	97.21	96,506	37,473,107	97.46
2014	40,168,565	39,067,303	97.26	43,623	39,110,926	97.37
2015	45,709,498	43,979,362	96.21	9,128	43,988,490	96.23
2016	49,611,524	47,733,340	96.21	193,117	47,926,457	96.60
2017	52,099,146	50,080,658	96.13	115,323	50,195,981	96.35
2018	54,179,433	52,170,789	96.29	146,687	52,317,476	96.56

Note: All property taxes are assessed and collected by the Palm Beach County Tax Collector without charge to the Town. Collections are distributed in full as collected.

* Tax levy, net of allowance for discounts.

Additional statistics and financial information about the Town can be found in the Statistical Section of the Town's Comprehensive Annual Fiscal Report for the Fiscal Year Ended September 30, 2018, attached as APPENDIX B.

Cybersecurity

The Town, like many other governmental entities, relies on a technology environment to conduct its operations. As such, it may face multiple cybersecurity threats including but not limited to, hacking, viruses, malware and other attacks on computer or other sensitive digital systems and networks. There can be no assurance that any security and operational control measures implemented by the Town will be completely successful to guard against and prevent cyber threats and attacks. The result of any such attack could impact operations and/or digital networks and the costs of remedying any such damage could be significant. The Town maintains regular audits of its information technology, including penetration testing and mandatory cybersecurity training for its employees to mitigate such threats.

Climate Change and Natural Disasters

The State of Florida, and the barrier islands in southeast Florida such as the Town in particular, is naturally susceptible to the effects of extreme weather events and natural disasters

including floods, droughts and hurricanes, which could result in negative economic impacts on the Town. Such effects can be exacerbated by a longer term shift in the climate over several decades (commonly referred to as climate change), including increasing global temperatures and rising sea levels. The occurrence of such extreme weather events has previously and could in the future damage local infrastructure. The economic impacts resulting from such extreme weather events could damage facilities that provide essential services to the Town, including a loss of revenue, interruption of service, and escalated recovery costs. The Town has undertaken a Coastal Flood Vulnerability Assessment to provide guidance to the Town for prioritizing and planning future flood mitigation projects and adaptations to improve coastal resilience now and into the future.

PENSION AND OTHER POST EMPLOYMENT BENEFITS

Town of Palm Beach Retirement Plan

The Town's employee pension plan (the "Town Retirement Plan") was created in 1947. The Town Retirement Plan is overseen by a nine member Town of Palm Beach Retirement System Board of Trustees (the "Board of Trustees"). Even though there is a single Plan, there are separate portions of the Plan for general employees and lifeguards, police officers and fire rescue, respectively, all overseen by the Board of Trustees. An outside pension consultant serves as investment advisor to the Board of Trustees, and the Board of Trustees has also contracted out a portion of the plan administration services.

The Town of Palm Beach Retirement System Actuarial Valuation as of September 30, 2018, attached hereto as APPENDIX C (the "Report"), represents the financial and actuarial information for the Town Retirement Plan as of fiscal year end September 30, 2018. The Report includes a summarized plan description, plan provisions, demographic information, fiscal yearend financial statements, a listing of professional service providers and current investment managers. As of September 30, 2018, the Town Retirement Plan had an unfunded actuarial accrued liability ("UAAL") of \$100,469,731, for a funded ratio of 69%.

The Town has taken several steps to reduce this UAAL, such as extra Town contributions toward the UAAL, including planned annual \$5.42 million extra Town contributions starting in 2017 until the Town Retirement Plan becomes 100% funded, strengthening the actuarial assumptions, reductions in the current and future UAAL amortization periods to 15 or 20 years, reductions in the payroll growth rate assumption and scheduled future reductions in the investment return rate assumption. Some of these changes will initially reduce the funded ratio, but they are expected to significantly strengthen the funded status of the Town Retirement Plan over the next 10 to 15 years. If all actuarial assumptions are fully realized and there are no future experience gains or losses, the Town Retirement Plan is expected to reach full funding by FY 2030 under the current Town Retirement Plan and Town funding policies. The Town did contribute the additional \$5.42 million in the 2017, 2018 and 2019 fiscal years, and the approved budget for the Town's fiscal year beginning October 1, 2019 includes the additional \$5.42 million extra contribution as well.

Other Post-Employment Benefits

General

The Town's Other Post-Employment Benefits Plan (the "OPEB Plan") is a single-employer, defined benefit postemployment healthcare plan that is administered by the Town and covers retired employees of the Town and their dependents. The OPEB Plan provides for the payment of a portion of the health insurance premiums for eligible retired employees. The OPEB Plan had 275 active participants and 162 retirees and surviving spouses receiving benefits for a total of 437 active participants as of September 30, 2018.

OPEB Plan members receiving benefits contribute a percentage of their monthly insurance premium. Retiree contributions vary from a minimum of 50% of the actuarial premium to the maximum amount allowed under Section 112.08, Florida Statutes (see below).

According to Section 112.08, Florida Statutes, the Town is required to permit eligible retirees and their eligible dependents to participate in the Town's health insurance program at a cost to the retiree that is no greater than the cost at which coverage is available to active employees. The premiums charged by the insurance company are based on the blending of the experience among active employees and older retired employees. Since the older retirees actually have higher costs, this means that the Town is actually subsidizing the cost of the retiree coverage because it pays all or a significant portion of that premium on behalf of the active employees, which is referred to as the "implicit rate subsidy" by GASB. The Town has elected to contribute to the OPEB Plan at a rate that is based on an actuarial valuation prepared using the blended rate premium that is actually charged the OPEB Plan. See "APPENDIX B – Town's Comprehensive Annual Financial Report for the Fiscal Year ended September 30, 2018 – Note N on page 100."

Actuarial Methods and Assumptions

Actuarial methods and significant actuarial assumptions used for the current year are summarized below:

Actuarial methods:

Actuarial Valuation Date	October 1, 2018
Actuarial Cost Method	Entry Age Normal
Asset Valuation Method	Market Value of Assets on the Valuation Date
Amortization Period and Method	Unfunded Actuarial Accrued Liability, if any, is amortized as a level percentage of 3.5% payroll over a closed 5 year period.

Actuarial assumptions:

Investment rate of return	6.0% compounded annually
Projected salary increases	3.5%
Health care cost trend	4.24% to 7.00%
Payroll growth assumptions	0%

Funded Status and Funding Progress

At September 30 2017, the Town reported a net OPEB asset of \$3,312,312. For the fiscal year ended September 30, 2017, the Town recognized an OPEB revenue of \$477,782.

The Statement of Change in the Net Position of the Town's OPEB Plan is set forth in the following table:

Town of Palm Beach, Florida
Income and Expenses as of September 30, 2018

1)	Beginning Balance	\$ 31,275,719
2)	Contributions	
	a) Employer Contributions	960,000
	b) Member Contributions	1,387,920
	c) Other Contributions	<u>499,860</u>
	d) Total Contributions	\$ 2,847,780
3)	Investment Income	\$ 1,802,059
4)	Distributions	
	a) Claim payments	\$ 3,134,809
	b) Administrative expenses	106,592
	c) Other	<u>1,345</u>
d)	Total Distributions	<u>\$ 3,242,746</u>
5)	Ending Balance (1+2d+3-4d)	\$ 32,682,812

Source: Town of Palm Beach, Florida Other Post-Employment Benefits Actuarial Report for Funding During the Year Ending September 20, 2019.

Additional Information

For detailed information relating to the actuarial methods and assumptions used to determine annual required contributions for the Town Retirement Plan and the OPEB Plan, see "APPENDIX B – Town's Comprehensive Annual Financial Report for the Fiscal Year ended September 30, 2018" and, in particular, Notes J, K and L in the Notes to the Financial Statements, and with respect to the Town Retirement Plan, see "APPENDIX C - 2018 Town of Palm Beach Employee's Retirement System Annual Report." In addition, more detailed

information relating to the Town Retirement Plan may be obtained from the Actuarial Valuation Report as of September 30, 2018, for the Town of Palm Beach Retirement System, a copy of which may be obtained from the Town's Finance Department.

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DESCRIPTION OF CERTAIN NON-AD VALOREM REVENUES

The following is a brief description of certain of the Town's Non-Ad Valorem Revenues.

Franchise Fees

Public utilities operating within the Town of Palm Beach must pay the Town a franchise fee in return for the right to do business within the Town and for the right to use public rights-of-way. Franchise agreements are currently in effect with Florida Public Utilities (expires March 31, 2041) and Florida Power & Light (expires April 1, 2041).

Utility Service Tax

The Town levies a utility tax on the purchase of electricity, metered or bottled gas, water service and telecommunications services. The Town levies this tax at the state allowed maximum of 10% for all services.

Business Tax Receipts

Any person engaging in or managing any business, occupation or profession within the limits of the Town must obtain a business license. All licenses must be secured at the time the business begins operation and are renewed thereafter each October 1. The fee for each license is based on the business in which the entity is engaged.

Building Permits

Building permit fees include all building, electrical, mechanical and plumbing permits as well as architectural fees, variance application fees, and landmark application fees.

Other License Fees and Permits

These revenues include right of way permits, parking permits and registrations.

State Shared Revenue

Revenues that are distributed from the State of Florida to the Town are included in this line item. A portion of this revenue is State Revenue Sharing. The current structure of the revenue sharing program has three revenue sources for municipalities; Sales & Use Tax, one-cent Municipal Gas Tax and the State Alternative Fuel Decal Users Fee. Of these sources, the one-cent Municipal Gas Tax (Local Option Gas Tax) is restricted to expenditures for roads and is not being included in the *Historic and Budgeted Non Ad Valorem Revenues* Chart that follows. Also included in the State Shared Revenue sections are the following distributions from the State of Florida: Alcoholic Beverage License and Half Cent Sales Tax.

Half-Cent Sales Tax- Pursuant to Chapter 212 and Part VI of Chapter 218, Florida Statutes, 8.814% of the 6% sales tax (the ‘Half-Cent Sales Tax’) collected by the State in each county is required to be deposited in the Local Government Half-Cent Sales Tax Clearing Trust Fund in the State Treasury and is distributed in each county and each participating municipality within each such county on a monthly basis in accordance with the following formula:

$$\begin{array}{lcl} \text{County's Share} & & \\ \text{(percentage of} & = & \\ \text{total tax} & & \text{unincorporated area} & & \text{2/3 incorporated} \\ \text{receipts)} & & \text{population} & + & \text{area population} \\ & & \text{total county} & & \text{2/3 incorporated} \\ & & \text{population} & & \text{area population} \end{array}$$

$$\begin{array}{lcl} \text{Municipality's} & & \\ \text{Share} & = & \\ \text{(percentage of} & & \text{municipality population} \\ \text{total tax receipts)} & & \text{total county} & & \text{2/3 incorporated} \\ & & \text{population} & + & \text{area population} \end{array}$$

The formula is revised each year based upon the population estimates prepared by the University of Florida, Bureau of Economic and Business Research.

Local Shared Revenue

Local shared revenue includes a portion of the Palm Beach County Occupational License fees and 911 equipment reimbursement.

Transportation

Revenues including parking meter and permit collections.

Fines and Forfeitures

Fines and penalties received from traffic violations, parking meter violations, right-of-way violations, and code compliance fines.

Culture and Recreation

These revenues include adult and youth program fees and tennis fees. These programs were previously included in the Town's Recreation Enterprise Fund, which has been dissolved to separate out the Marina and Par 3 Golf Course into separate enterprise funds.

Contributions

Contributions represent donations by citizens and businesses for various Town projects.

Investment Earnings

Represents interest earnings on cash, cash equivalents, and investments.

Rents and Royalties

Represents revenue from the rental of public property, pay phone and vending machine commissions.

Sale of Capital Assets

Revenue represents proceeds from the sale of capital assets. Revenue in FY2014 represents significant proceeds from the sale of Town owned property.

Miscellaneous Other Revenue

Revenues include fees associated with charitable solicitations, a rebate for Town towing, State highway lighting maintenance, insurance proceeds for hurricane damage and other miscellaneous revenues.

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HISTORICAL NON-AD VALOREM REVENUES

The following table sets forth the sources and amounts of certain of the Town's Non-Ad Valorem Revenues for the Fiscal Years ended September 30, 2014 through 2018 (audited), and the amount for the Fiscal Year ended September 30, 2019 (unaudited).

Town of Palm Beach, Florida

*Historic and Projected General Fund Non-Ad Valorem Revenues
Last Six Fiscal Years*

	FY2014	FY2015	FY2016	FY2017	FY2018	FY2019 (1)
Franchise Fees	\$2,172,540	\$2,168,171	\$2,132,019	\$2,305,715	\$2,249,067	\$ 1,881,556
Utility Service Tax	5,463,267	5,558,660	5,591,219	5,695,690	5,795,377	5,951,254
Business Tax Receipts	702,711	682,429	723,649	713,710	771,499	730,512
Building Permits	6,919,361	9,508,851	8,791,344	6,490,797	8,739,628	9,891,629
Other License Fees & Permits	481,955	511,268	631,514	533,727	600,080	1,234,249
State Shared Revenue (2)	988,578	1,040,960	1,053,691	957,861	1,002,841	1,033,862
Local Shared Revenue	25,795	15,040	24,199	19,598	24,202	23,485
General Government	39,658	39,052	37,228	38,618	42,094	92,503
Public Safety	1,516,863	1,711,089	1,837,295	1,324,118	1,416,643	2,084,841
Physical Environment	1,226,434	1,192,087	1,179,500	1,277,199	1,177,602	1,175,878
Transportation	958,230	1,015,373	1,077,731	1,041,990	1,127,251	1,069,309
Fines & Forfeitures	1,924,183	1,099,526	1,174,837	799,768	1,068,444	992,722
Culture and Recreation	0	0	0	0	0	364,021
Contributions	0	0	0	0	0	0
Investment Earnings	383,727	597,586	490,102	421,514	702,261	946,747
Rents & Royalties	42,749	57,599	37,919	34,892	34,840	38,290
Sale of Capital Assets	353,100	0	0	0	0	0
Miscellaneous Other	253,347	110,637	245,143	435,258	349,337	560,598
Total Non-Ad Valorem Revenues	\$23,452,498	\$25,308,328	\$25,027,390	\$22,090,455	\$25,101,164	\$28,071,466

(1) Unaudited

(2) Excludes 8th cent motor fuel tax and fuel tax refund.

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HISTORICAL DEBT SERVICE COVERAGE

The table that follows compares the annual Non-Self Supporting Debt Service on all Non-Self-Supporting Debt of the Town payable from the Non-Ad Valorem Revenues to the actual Non-Ad Valorem Revenues received in the Fiscal Years ended September 30, 2009 through 2018. The historical information in the table below should not be construed as a representation that the Town will continue to have available to it Non-Ad Valorem Revenues in the historical amounts shown below.

Town of Palm Beach, Florida

Pledged Revenue Coverage

Last Ten Fiscal Years

Fiscal Year Ended 9/30	Non-Ad Valorem Revenue Available for Debt Service	Debt Service			Coverage Ratio
		Principal	Interest	Total	
2009	\$20,333,188	\$3,875,000	\$ 648,649	\$4,523,649	4.49x
2010	19,223,721	4,020,000	1,331,915	5,351,915	3.59
2011	20,648,717	1,265,000	3,149,663	4,414,663	4.68
2012	20,905,195	2,775,000	3,165,134	5,940,134	3.52
2013	21,743,271	1,290,000	3,111,294	4,401,294	4.94
2014	23,452,498	1,320,000	4,524,027	5,844,027	4.01
2015	25,308,328	2,260,000	5,722,457	7,982,457	3.17
2016	25,027,390	2,340,000	5,636,404	7,976,404	3.14
2017	22,090,455	2,445,000	4,664,860	7,109,860	3.11
2018	25,101,164	2,670,000	4,962,945	7,632,945	3.29

In accordance with the Resolution, for purposes of calculating the non-ad valorem revenues available for debt service coverage, the revenues from the Worth Avenue Special Assessments and the debt service on the Series 2016B Bonds are disregarded in any fiscal year in which at least 90% of the Worth Avenue Special Assessments imposed were collected. This has been the case each year since the Worth Avenue Special Assessments were first imposed in 2010. See “SECURITY FOR THE BONDS – Outstanding Town Indebtedness.” For example, this reduces the total debt service on the Bonds for FY 2018 from \$7,632,945 to \$6,924,182 and increases the coverage ratio from 3.29x to 3.63x.

DEBT SERVICE REQUIREMENTS

The following table sets forth the debt service requirements on the Bonds, the Series 2016A Bonds, the Series 2016B Bonds and the Series 2013 Bonds that will remain outstanding after the issuance of the Bonds.

<u>Period</u> <u>Ending</u>	<u>Series</u> <u>2019</u> <u>Taxable</u> <u>Bonds</u> <u>Principal</u>	<u>Series</u> <u>2019</u> <u>Taxable</u> <u>Bonds</u> <u>Interest</u>	<u>Series</u> <u>2019</u> <u>Taxable</u> <u>Bonds</u> <u>Debt</u> <u>Service</u>	<u>Series</u> <u>2019</u> <u>Bonds</u> <u>Debt</u> <u>Service</u>	<u>Series</u> <u>2016A</u> <u>Bonds</u> <u>Debt</u> <u>Service</u>	<u>Series</u> <u>2016B</u> <u>Bonds</u> <u>Debt</u> <u>Service</u>	<u>Series</u> <u>2013</u> <u>Bonds</u> <u>Debt</u> <u>Service*</u>	<u>Total</u> <u>Debt</u> <u>Service**</u>
9/30/2020				\$76,608	\$1,764,250	\$373,238	\$3,582,038	
9/30/2021				291,423	2,929,375	722,913	3,578,413	
9/30/2022				292,054	2,928,125	722,113	3,581,788	
9/30/2023				287,627	2,928,750	721,013	3,586,788	
9/30/2024				293,084	2,926,125	724,538	3,583,413	
9/30/2025				293,365	2,930,000	722,688	3,581,663	
9/30/2026				288,589	2,930,125	720,538	3,581,288	
9/30/2027				288,754	2,926,500	713,888	3,586,913	
9/30/2028				288,803	2,924,000	717,263	3,583,413	
9/30/2029				293,677	2,927,250	714,513	3,584,863	
9/30/2030				293,376	2,930,875	720,513	3,580,700	
9/30/2031				292,959	2,924,875	715,263	3,582,325	
9/30/2032				292,425	2,933,875	713,888	3,584,281	
9/30/2033				291,775	2,943,400	723,263	3,582,250	
9/30/2034				291,008	2,944,400	728,394	3,584,500	
9/30/2035				295,067	2,936,900	732,644	3,585,125	
9/30/2036				289,009	2,950,500	716,631	3,584,875	
9/30/2037				292,834	2,945,000	722,081	3,583,500	
9/30/2038				291,485	2,950,400	723,494	3,580,750	
9/30/2039				290,019	2,951,400	728,838	3,581,250	
9/30/2040				<u>293,379</u>	<u>2,952,900</u>	<u>728,113</u>	3,584,500	
9/30/2041							3,585,125	
9/30/2042							3,582,875	
9/30/2043							<u>3,582,375</u>	
TOTAL				<u>\$5,907,316</u>	<u>\$60,479,025</u>	<u>\$14,805,819</u>	<u>\$85,996,006</u>	

* Current debt service on the Series 2013 Bonds; a portion of] the Series 2013 Bonds will be refunded and defeased out of the proceeds of the Bonds and will no longer be considered outstanding under the resolution that authorized their issuance.

** Numbers may not add up due to rounding.

LITIGATION

There is no litigation of any nature now pending or, to the best of the Town's knowledge, threatened which seeks to restrain or enjoin the sale, execution, issuance or delivery of the Bonds or in any way contests the validity of the Bonds or any proceedings of the Town taken with respect to the authorization, sale, or issuance of the Bonds, or the pledge or application of any moneys provided for the payment of or security for the Bonds.

[ADDITIONAL LANGUAGE UNDER DISCUSSION WITH TOWN ATTORNEY AND BOND COUNSEL.]

In addition to the above, the Town is involved in various lawsuits arising in the ordinary course of operations. Although the outcome of these matters is not presently determinable, it is the opinion of management of the Town, based upon consultation with legal counsel, that the outcome of these matters will not materially affect the financial position of the Town.

TAX MATTERS

Federal Tax Matters

The following discussion summarizes certain U.S. federal income tax considerations relating to the acquisition, ownership, and disposition of the Bonds and it may not contain all of information that may be important to a particular investor. It is based on provisions of the Code, Treasury Regulations promulgated thereunder, and administrative and judicial interpretations thereof, all in effect or proposed on the date hereof and all of which are subject to change, possibly with retroactive effect. Prospective investors should note that no rulings have been or are expected to be sought from the Internal Revenue Service ("IRS") with respect to any of the U.S. federal income tax consequences discussed below. Accordingly, no assurance can be given that the IRS will agree with the views expressed in this summary, or that a court will not sustain any challenge by the IRS in the event of litigation.

The following relates only to Bonds that are acquired in the initial offering for an amount of cash equal to the initial offering price (i.e., the price at which a substantial amount of such Bonds is first sold to the public) and that are held as "capital assets" within the meaning of Section 1221 of the Code (i.e., generally, property held for investment).

This discussion does not address all U.S. federal income tax consequences applicable to any given investor, nor does it address the U.S. federal income tax considerations applicable to investors who may be subject to special tax treatment (regardless of whether or not such persons constitute U.S. Holders (defined below)), such as banks and other financial institutions, retirement plans, employee stock ownership plans, certain U.S. expatriates, banks, real estate

investment trusts, regulated investment companies, insurance companies, tax-exempt organizations, dealers or traders in securities or currencies, partnerships or other pass-through entities for U.S. federal income tax purposes (or investors in such entities), S corporations, estates and trusts, investors who hold their Bonds as part of a hedge, straddle, or an integrated or conversion transaction, investors whose “functional currency” is not the U.S. dollar, or persons subject to the alternative minimum tax. In addition, this discussion does not include any description of the tax laws of any state, local, or non-U.S. jurisdiction that may be applicable to a particular investor and does not consider any aspects of U.S. federal tax law other than income taxation.

As used herein, “U.S. Holder” means a beneficial owner of a Bond that is, for U.S. federal income tax purposes: (i) an individual citizen or resident, as defined in Section 7701(b) of the Code, of the United States, (ii) a corporation (or other entity taxable as a corporation for U.S. federal income tax purposes) created or organized in or under the laws of the United States or any State thereof (including the District of Columbia), (iii) an estate the income of which is subject to U.S. federal income taxation regardless of its source, or (iv) a trust if (A) a court within the United States is able to exercise primary supervision over the administration of the trust and one or more United States persons (as defined in the Code) have the authority to control all substantial decisions of the trust or (B) the trust validly elected to be treated as a domestic trust). As used herein, “Non-U.S. Holder” generally means a beneficial owner of a Bond (other than a partnership) who is not a U.S. Holder.

The U.S. federal income tax treatment of an entity classified as a partnership for U.S. federal income tax purposes that holds the Bonds generally will depend on such partner’s particular circumstances and on the activities of the partnership. Partners in such partnerships should consult their own tax advisors regarding the consequences of acquiring, owning and disposing of the Bonds (including their status as U.S. Holders or Non-U.S. Holders).

U.S. Holders

Interest. Stated interest on the Bonds generally will be taxable to a U.S. Holder as ordinary interest income at the time such amounts are accrued or received, in accordance with the U.S. Holder’s method of accounting for U.S. federal income tax purposes.

“Original issue discount” will arise for U.S. federal income tax purposes in respect of any Bonds if its stated redemption price at maturity exceeds its issue price by more than a de minimis amount (as determined for U.S. federal income tax purposes). For any Bonds issued with original issue discount, the amount of original issue discount is equal to the excess of the stated redemption price at maturity of that Bond over its issue price. The stated redemption price at maturity of a Bond is the sum of all scheduled amounts payable on such Bond other than qualified stated interest. U.S. Holders generally will be required to include any original issue discount in income for U.S. federal income tax purposes as it accrues, in accordance with a constant yield method based on a compounding of interest (which may be before the receipt of cash payments attributable to such income).

“Premium” generally will arise for U.S. federal income tax purposes in respect of any Bond to the extent its issue price exceeds its stated principal amount. A U.S. Holder of a Bond issued at a premium may make an election, applicable to all debt securities purchased at a premium by such U.S. Holder, to amortize such premium, using a constant yield method over the term of such Bond.

Market Discount. A holder who acquires a Bond in a secondary market transaction may be subject to U.S. federal income tax rules providing that accrued market discount will be subject to taxation as ordinary income on the sale or other disposition of a “market discount bond.” Dispositions subject to this rule include a redemption or retirement of a Bond. The market discount rules may also limit a holder’s deduction for interest expense for debt that is incurred or continued to purchase or carry a Bond. A market discount bond is defined generally as a debt obligation purchased subsequent to issuance, at a price that is less than the principal amount of the obligation, subject to a de minimis rule. The Code allows a taxpayer to compute the accrual of market discount by using a ratable accrual method or a constant interest rate method. Also, a taxpayer may elect to include the accrued discount in gross income each year while holding the bond, as an alternative to including the total accrued discount in gross income at the time of a disposition, in which case the tax basis of the bond will be increased by the amount of discount included in gross income and the interest expense deduction limitation described above will not apply.

Disposition of the Bonds. Unless a nonrecognition provision of the Code applies, the sale, exchange, redemption, retirement (including pursuant to an offer by the Town), reissuance or other disposition of a Bond will be a taxable event for U.S. federal income tax purposes. In such event, a U.S. Holder generally will recognize gain or loss equal to the difference between (i) the amount of cash plus the fair market value of property received (except to the extent attributable to accrued but unpaid interest on the Bond which will be taxed in the manner described above under “Interest”) and (ii) the U.S. Holder’s adjusted tax basis in the Bond at the time of disposition. A U.S. Holder’s adjusted basis in a Bond will generally equal the purchase price paid by the U.S. Holder for the Bond, increased by the amount of any original issue discount previously included in income by such U.S. Holder with respect to such Bond and decreased by any payments previously made on such Bond, other than payments of qualified stated interest, or decreased by any amortized premium. Any such gain or loss generally will be capital gain or loss and will be long term capital gain or loss if such Bond is held by the U.S. Holder for more than one year. Long-term capital gain of non-corporate U.S. Holders is generally subject to tax at preferential rates. The deductibility of capital losses is subject to limitations.

A material modification of the terms of any Bond may result in a deemed reissuance thereof, in which event a beneficial owner of the modified Bonds generally will recognize taxable gain or loss equal to the difference between the amount realized from the sale, exchange or retirement (less any accrued qualified stated interest which will be taxable as such) and the beneficial owner’s adjusted tax basis in the Bond.

Net Investment Income Tax. Section 1411 of the Code generally imposes a 3.8% Medicare contribution tax on the net investment income of certain individuals, trusts, and estates

to the extent their income exceeds certain threshold amounts. For these purposes, “net investment income” may include, among other things, interest and gains from the sale or other disposition of the Bonds. Prospective investors are advised to consult their tax advisors regarding the possible implications of this additional tax on their investment in the Bonds.

Information Reporting and Backup Withholding. In general, a U.S. Holder will be subject to backup withholding with respect to interest on the Bonds, and the proceeds of a sale or other disposition of the Bonds (including a redemption or retirement), at the applicable tax rate of 28%, unless such holder (a) is an entity that is exempt from backup withholding (including corporations) and, when required, demonstrates this fact, or (b) provides the payor with its taxpayer identification number (“TIN”), certifies that the TIN provided to the payor is correct and that the holder has not been notified by the IRS that such holder is subject to backup withholding due to underreporting of interest or dividends, and otherwise complies with applicable requirements of the backup withholding rules. In addition, such payments to U.S. Holders that are not exempt entities will generally be subject to information reporting requirements. A U.S. Holder who does not provide the payor with its correct TIN may be subject to penalties imposed by the IRS. Backup withholding is not an additional tax. The amount of any backup withholding from a payment to a U.S. Holder will be allowed as a credit against such holder’s U.S. federal income tax liability and may entitle such holder to a refund, provided that certain required information is timely furnished to the IRS.

Non-U.S. Holders

The following discussion applies only to Non-U.S. Holders. This discussion does not address all aspects of U.S. federal income taxation that may be relevant to Non-U.S. Holders in light of their particular circumstances. For example, special rules may apply to a Non-U.S. Holder that is a “controlled foreign corporation” or a “passive foreign investment company,” and, accordingly, Non-U.S. Holders should consult their own tax advisors to determine the effect of U.S. federal, state, local and non U.S. tax laws, as well as tax treaties, with regard to an investment in the Bonds.

Interest. Subject to the discussions below under the headings “FATCA Withholding” and “Information Reporting and Backup Withholding,” a Non-U.S. Holder will not be subject to U.S. federal income or withholding taxes in respect of interest paid or accrued on a Bond (including original interest discount income) if the interest qualifies for the “portfolio interest exemption.” This generally will be the case if each of the following applicable requirements are satisfied:

- the interest is not effectively connected with a U.S. trade or business;
- the Non-U.S. Holder is not, and is not treated as, a bank receiving interest on an extension of credit pursuant to a loan agreement entered into in the ordinary course of its trade or business, as described in Section 881(c)(3)(A) of the Code;
- certain certification requirements are met. Under current law, the certification requirement will be satisfied in any of the following circumstances:
- If a Non-U.S. Holder provides to the payor a statement on an applicable IRS Form W-8 (or suitable successor form), together with all appropriate attachments, signed under penalties of perjury, identifying the Non-U.S. Holder by name and

address and stating, among other things, that the Non-U.S. Holder is not a United States person.

- If a Bond is held through a securities clearing organization, bank, or another financial institution that holds customers' securities in the ordinary course of its trade or business, (i) the Non-U.S. Holder provides such a form to such organization or institution, and (ii) such organization or institution, under penalty of perjury, certifies to the payor that it has received such statement from the beneficial owner or another intermediary and furnishes the payor with a copy thereof.
- If a financial institution or other intermediary that holds the Bond on behalf of the Non-U.S. Holder has entered into a withholding agreement with the IRS and submits an IRS Form W-8IMY (or suitable successor form) and certain other required documentation to the payor.

If the requirements of the portfolio interest exemption described above are not satisfied, a 30% withholding tax will apply to the gross amount of interest on the Bonds that is paid to a Non-U.S. Holder, unless either: (a) an applicable income tax treaty reduces or eliminates such tax, and the Non-U.S. Holder claims the benefit of that treaty by providing a properly completed and duly executed IRS Form W-8BEN or Form W-8BEN-E, as applicable (or suitable successor or substitute form) establishing qualification for benefits under the treaty, or (b) the interest is effectively connected with the Non-U.S. Holder's conduct of a trade or business in the United States and the Non-U.S. Holder provides an appropriate statement to that effect on a properly completed and duly executed IRS Form W-8ECI (or suitable successor form).

If a Non-U.S. Holder is engaged in a trade or business in the United States and its investment in a Bond is effectively connected with the conduct of that trade or business, the Non-U.S. Holder generally will be required to pay U.S. federal income tax on that interest on a net income basis in the same manner as a U.S. Holder and the 30% withholding tax described above will not apply provided the duly executed IRS Form W-8ECI is provided to the Town. If a Non-U.S. Holder is eligible for the benefits of an income tax treaty between the U.S. and its country of residence, and the Non-U.S. Holder claims the benefit of the treaty by properly submitting an IRS Form W-8BEN or Form W-8BEN-E, as applicable, any interest income that is effectively connected with a U.S. trade or business will be subject to U.S. federal income tax in the manner specified by the treaty and generally will only be subject to such tax if such income is attributable to a permanent establishment (or a fixed base in the case of an individual) maintained by the Non-U.S. Holder in the United States. In addition, a Non-U.S. Holder that is treated as a foreign corporation for U.S. federal income tax purposes may be subject to a branch profits tax equal to 30% (or such lower rate provided by an applicable income tax treaty) of its earnings and profits for the taxable year, subject to adjustments, that are effectively connected with its conduct of a trade or business in the United States.

Disposition of the Bonds. Subject to the discussions below under the headings "FATCA Withholding" and "Information Reporting and Backup Withholding," any gain realized by a Non-U.S. Holder upon the sale, exchange, redemption, retirement, reissuance or other disposition of a Bond generally will not be subject to U.S. federal income tax, unless (i) such gain is effectively connected with the conduct by such Non-U.S. Holder of a trade or business

within the United States (and, in the case of certain income tax treaties, is attributable to a permanent establishment or “fixed base” within the United States); or (ii) in the case of any gain realized by an individual Non-U.S. Holder, such holder is present in the United States for 183 days or more in the taxable year of such sale, exchange, redemption, retirement, reissuance or other disposition and certain other conditions are met. If the first exception applies, the Non-U.S. Holder will generally be subject to U.S. federal income tax on the net gain derived from the sale, exchange, redemption, retirement at maturity, or other taxable disposition of the Bonds in the same manner as a U.S. Holder unless an applicable income tax treaty provides otherwise. If the second exception applies, the Non-U.S. Holder generally will be subject to U.S. federal income tax at a rate of 30% (except as otherwise provided by an applicable income tax treaty) on the amount by which its U.S.-source capital gains exceed its U.S.-source capital losses. In addition, corporate Non-U.S. Holders may be subject to a 30% (or lower applicable treaty rate) branch profits tax on any such effectively connected earnings and profits attributable to such gain.

U.S. Federal Estate Tax. A Bond that is held by an individual who at the time of death is not a citizen or resident of the United States will not be subject to U.S. federal estate tax as a result of such individual’s death, provided that at the time of such individual’s death, payments of interest with respect to such Bond would not have been effectively connected with the conduct by such individual of a trade or business within the United States.

FATCA Withholding. The Foreign Account Tax Compliance Act (“FATCA”) together with administrative guidance and certain intergovernmental agreements entered into thereunder generally imposes a 30% U.S. withholding tax on certain U.S. source payments, including interest, and, after December 31, 2018, on gross proceeds from a disposition of property of a type which can produce U.S. source interest (“withholdable payments”), paid to (i) a “foreign financial institution” (as specifically defined in the Code) which does not provide sufficient documentation, typically on IRS Form W-8BEN-E, evidencing either (x) an exemption from FATCA, or (y) its compliance (or deemed compliance) with FATCA (which may alternatively be in the form of compliance with an intergovernmental agreement with the United States) in a manner which avoids withholding, or (ii) or to a “non-financial foreign entity” (as specifically defined in the Code)” which does not provide sufficient documentation, typically on IRS Form W-8BEN-E, evidencing either (x) an exemption from FATCA, or (y) adequate information regarding certain substantial United States beneficial owners of such entity (if any). The 30% withholding tax under FATCA applies regardless of whether the foreign financial institution or non-financial foreign entity receives payments as a beneficial owner or intermediary and whether the applicable payment otherwise is exempt from U.S. withholding (e.g., as “portfolio interest” or as capital gain upon the sale, exchange, redemption or other disposition of a Bond). Interest paid with respect to the Bonds and, after December 31, 2018, gross proceeds from the sale or disposition of the Bonds, may be subject to the 30% withholding tax if the holder fails to comply with FATCA. Non-U.S. holders are urged to consult their own tax advisors with respect to these information reporting rules and due diligence requirements and the potential application of FATCA to them.

Information Reporting and Backup Withholding. In general, the amount of any interest paid on the Bonds in each calendar year, and the amount of U.S. federal income tax withheld, if any, with respect to these payments will be reported to the IRS and each Non-U.S. Holder.

Copies of the information returns reporting such interest payments and any withholding may also be made available to the tax authorities in the country in which the Non-U.S. Holder resides under an applicable income tax treaty or other information exchange agreement.

Non-U.S. Holder who have provided certification as to their non-U.S. status or who have otherwise established an exemption will generally not be subject to backup withholding tax on payments of interest if the payor does not have actual knowledge or reason to know that such certification is unreliable or that the conditions of the exemption are in fact not satisfied.

Payments of the proceeds from the disposition of a Bond (including a redemption or retirement) to or through a foreign office of a broker generally will not be subject to information reporting or backup withholding. However, information reporting, but generally not backup withholding, may apply to those payments if the broker is one of the following: (a) a United States person, (b) a “controlled foreign corporation” for U.S. federal income tax purposes, (c) a foreign person, 50% or more of whose gross income from all sources for the three-year period ending with the close of its taxable year preceding the payment was effectively connected with a U.S. trade or business, or (d) a foreign partnership with specified connections to the United States, unless the Non-U.S. Holder certifies as to its non-U.S. status or otherwise establishes an exemption.

Payment of the proceeds from a disposition of a Bond (including a redemption or retirement) to or through the United States office of a broker will be subject to information reporting and backup withholding unless the Non-U.S. Holder certifies as to its non-U.S. status or otherwise establishes an exemption from information reporting and backup withholding.

Backup withholding is not an additional tax, and amounts withheld as backup withholding are allowed as a refund or credit against a holder’s federal income tax liability, provided that the required information as to withholding is furnished to the IRS.

THE FOREGOING SUMMARY IS INCLUDED HEREIN FOR GENERAL INFORMATION ONLY AND DOES NOT DISCUSS ALL ASPECTS OF U.S. FEDERAL INCOME TAXATION THAT MAY BE RELEVANT TO A PARTICULAR BENEFICIAL OWNER OF BONDS IN LIGHT OF THE BENEFICIAL OWNER’S PARTICULAR CIRCUMSTANCES AND INCOME TAX SITUATION. PROSPECTIVE INVESTORS ARE URGED TO CONSULT THEIR OWN TAX ADVISORS AS TO ANY TAX CONSEQUENCES TO THEM FROM THE PURCHASE, OWNERSHIP AND DISPOSITION OF BONDS, INCLUDING THE APPLICATION AND EFFECT OF STATE, LOCAL, FOREIGN TAX LAWS AS WELL AS OTHER FEDERAL TAX LAWS AND THE POSSIBLE EFFECTS OF CHANGES IN THESE TAX LAWS.

Florida Tax Matters

Bond Counsel are also of the opinion that the Bonds and the interest thereon are exempt from taxation under the existing laws of the State of Florida, except as to estate taxes and taxes imposed by Chapter 220, Florida Statutes, on interest, income or profits on debt obligations owned by corporations, as defined therein. Bond Counsel have not opined as to the taxability of

the Bonds or the income therefrom under the laws of any state other than Florida. A complete copy of the proposed form of opinion of Bond Counsel is set forth in APPENDIX D hereto.

LEGAL MATTERS

Certain legal matters incident to the authorization, issuance and sale of the Bonds by the Town are subject to the approving opinions of Locke Lord LLP, West Palm Beach, Florida, Bond Counsel, whose approving opinion will be available at the time of delivery of the Bonds. Certain other legal matters will be passed on for the Town by its counsel, Jones, Foster, Johnston & Stubbs, P.A., West Palm Beach, Florida, and by its Disclosure Counsel, Greenspoon Marder LLP, West Palm Beach, Florida.

The proposed text of the approving legal opinion of Bond Counsel to be delivered concurrently with the delivery of the Bonds is set forth as APPENDIX D to this Official Statement. The actual legal opinion to be delivered may vary from the text of APPENDIX D, if necessary, to reflect facts and law on the date of delivery of the Bonds.

The legal opinions to be delivered by Bond Counsel, Counsel to the Town and disclosure Counsel concurrently with the delivery of the Bonds are based on existing law, which is subject to change. Such legal opinions are further based on factual representations made as of the date thereof. The attorneys rendering legal opinions concurrently with the delivery of the Bonds assume no duty to update or supplement their respective opinions to reflect any facts or circumstances, including changes in law that may thereafter occur or become effective. In addition, such legal opinions express the professional judgment of the attorneys rendering the opinions regarding the legal issues expressly addressed in such opinions. By rendering a legal opinion, the opinion giver does not become an insurer or guarantor of the result indicated by that expression of professional judgment, of the transaction on which the opinion is rendered, or of the future performance of parties to the transaction. Nor does the rendering of an opinion guarantee the outcome of any legal dispute that may arise out of the transaction.

A portion of the fees of Bond Counsel and Disclosure Counsel are contingent upon the issuance of the Bonds.

GENERAL PURPOSE FINANCIAL STATEMENTS

APPENDIX B includes the audited general purpose financial statements of the Town for the Fiscal Year ended September 30, 2018. Such audited general purpose financial statements, including the auditor's report, have been included in this Official Statement as public documents and consent from the auditor was not requested. The auditor has not performed any services relating to, and is therefore not associated with, the issuance of the Bonds.

VERIFICATION OF MATHEMATICAL COMPUTATIONS

At the time of the delivery of the Bonds, Robert Thomas CPA, LLC, Shawnee Mission, Kansas, as the Verification Agent, will deliver a report on the mathematical accuracy of the computations contained in schedules provided to them and prepared by PFM Financial Advisors LLC relating to (a) the sufficiency of the anticipated cash and maturing principal amounts and interest on the escrow securities to pay, when due, the principal, whether at maturity or upon prior redemption, interest and call premium requirements, if any, of the Refunded Bonds, respectively, and (b) the "yield" on the Bonds and on the escrow securities.

The Verification Agent has restricted its procedures to examining the arithmetical accuracy of certain computations included in the schedules provided by PFM Financial Advisors LLC. The Verification Agent has not made any study or evaluation of the assumptions and information upon which the computations are based and, accordingly, has not expressed an opinion on the data used.

MUNICIPAL ADVISOR

PFM Financial Advisors LLC, Orlando, Florida, is serving as Municipal Advisor to the Town with respect to the Bonds. The Municipal Advisor has assisted the Town in the preparation of this Official Statement and in other matters relating to the planning, structure and issuance of the Bonds. However, the Municipal Advisor has not been engaged to undertake, and has not undertaken, independent verification of the accuracy or completeness of the information contained in this Official Statement.

The Municipal Advisor is a registered municipal advisory firm. The Municipal Advisor is not engaged in the business of underwriting, marketing or trading of municipal securities. Investors should not base any investment decision on the fact that the Municipal Advisor has advised the Town on the Bonds. The fee of the Municipal Advisor is contingent upon the issuance of the Bonds.

UNDERWRITING

The Bonds are being purchased by _____, acting on behalf of itself and the other underwriters purchasing the Bonds pursuant to the Official Notice of Sale (collectively, the "Underwriters"). The Bonds shall be purchased by the Underwriters subject to certain terms and conditions set forth in the Official Notice of Sale, including the approval of certain legal matters by Bond Counsel, delivery of a certificate from the Town regarding information set forth in this Official Statement, and the existence of no material adverse change in the condition of the Town from that set forth in this Official Statement. The purchase price payable by the Underwriters for the Bonds is \$ _____, which equals the principal amount of the Series 2016 Bonds, **[plus/minus]** a net original issue **[premium/discount]** of \$ _____ and minus an underwriters' discount of \$ _____.

The Bonds are offered for sale to the public at the prices or yields set forth on the inside cover page of this Official Statement. The Bonds may be offered and sold to certain dealers at prices lower than or yields higher than such offering prices or yields. After the initial public offering, such public offering prices or yields may be changed, from time to time, by the Underwriters.

CONTINUING DISCLOSURE

In order to assist the Underwriter in complying with the requirements of Securities and Exchange Commission Rule 15c2-12 (the “Rule”), the Town has agreed in the Resolution to provide certain financial information and operating data relating to the Town and the Bonds in each year, and to provide notices of the occurrence of certain enumerated events, if material. See “APPENDIX A— Town of Palm Beach Resolution No. 142-2019.” The Town has engaged Digital Assurance Certification (“DAC”) to file and disseminate information provided by the Town to DAC in connection with the Bonds. The Town has entered into other continuing disclosure undertakings for purposes of the Rule in connection with bonds previously issued by the Town. The Town represents that during the last five (5) years, to its knowledge, after due inquiry, it has complied in all material respects with its previous continuing disclosure undertakings pursuant to the Rule.

RATINGS

Moody’s Investors Service, Inc. and S&P Global Ratings, a division of S&P Global Inc. have assigned long-term ratings of “___” (stable outlook) and “___” (stable outlook) respectively, to the Bonds. Such ratings reflect only the views of such organizations and any desired explanation of the significance of such ratings should be obtained from the rating agency furnishing the same, at the following addresses: Moody’s Investors Service, Inc., 7 World Trade Center, New York, NY 10007; S&P Global Ratings, 55 Water Street, New York, New York 10041.

Generally, a rating agency bases its rating on the information and materials furnished to it and on investigations, studies and assumptions of its own. A securities rating is not a recommendation to buy, sell or hold securities and may be subject to revision or withdrawal at any time. Any downward revision or withdrawal of a rating may have an adverse effect on the market price of the Bonds.

DISCLOSURE REQUIRED BY FLORIDA BLUE SKY REGULATIONS

Florida law requires the Town to make a full and fair disclosure of any bonds or other debt obligations which it has issued or guaranteed and which are or have been in default as to principal or interest at any time after December 31, 1975 (including bonds or other debt obligations for which it has served as a conduit issuer). Florida law further provides, however, that if the Town in good faith believes that such disclosures would not be considered material by a reasonable investor, such disclosures may be omitted. The Town is not and not been in default

as to principal and interest on bonds or other debt obligations which it has issued as the principal obligor or guarantor.

AUTHORIZATION AND APPROVAL

The delivery of this Official Statement by the Town has been duly authorized and approved by the Town Council of the Town.

TOWN OF PALM BEACH, FLORIDA

By: _____
Mayor

By: _____
Town Manager

APPENDIX A

TOWN OF PALM BEACH RESOLUTION NO. 142-2019

APPENDIX B

COMPREHENSIVE ANNUAL FINANCIAL REPORT OF THE TOWN FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2018

APPENDIX C

TOWN OF PALM BEACH RETIREMENT SYSTEM ACTUARIAL VALUATION REPORT AS OF SEPTEMBER 30, 2018

APPENDIX D

PROPOSED FORM OF BOND COUNSEL OPINION

TOWN OF PALM BEACH, FLORIDA

and

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.
as Escrow Agent

ESCROW DEPOSIT AGREEMENT
relating to
Town of Palm Beach, Florida
Public Improvement Revenue Bonds
Series 2013
(Capital Improvement and Coastal Management Program)

Dated

ESCROW DEPOSIT AGREEMENT

THIS ESCROW DEPOSIT AGREEMENT made and entered into this ____ day of _____, by and between the Town of Palm Beach, Florida (the “Town”), a municipal corporation of the State of Florida validly existing under and by virtue of the laws of the State of Florida, and its successors and assigns and The Bank of New York Mellon Trust Company, N.A., a national banking association duly organized and existing under the laws of the United States, and its successors and assigns, as Escrow Agent (the “Escrow Agent”):

WITNESSETH:

WHEREAS, the Town has heretofore issued and there are now outstanding the Refunded Bonds (as hereinafter defined) under and pursuant to the Refunded Bond Resolution (as hereinafter defined); and

WHEREAS, the Refunded Bonds are to be refunded through a portion of the proceeds of the Town’s \$_____ aggregate principal amount Public Improvement Revenue Refunding Bonds, Federally Taxable Series 2019 (Capital Improvement and Coastal Management Program) (the “Series 2019 Bonds”), and other available moneys of the Town as contemplated by the Series 2019 Resolution (as hereinafter defined); and

WHEREAS, pursuant to Article V of the Refunded Bond Resolution, the Refunded Bonds shall be deemed to be paid within the meaning of the Refunded Bond Resolution and shall no longer be secured by or entitled to the benefits of the Refunded Bond Resolution except for the purposes of the payment from the money and U.S. Obligations hereunder when: (a) payment of the principal of and premium, if any, on such Refunded Bonds, plus interest thereon to the due date thereof (whether such due date is by reason of maturity or upon redemption) shall have been provided for by irrevocably depositing with the Paying Agent for the Refunded Bonds or a bank or trust company acting as escrow agent in trust and irrevocably setting aside exclusively for such payment U.S. Obligations maturing as to principal and interest in such amount and at such time as will ensure the availability of sufficient moneys to make such payment, (b) all necessary and proper fees, compensation and expenses of the Paying Agent or escrow agent pertaining to any such deposit shall have been paid or the payment thereof provided for to the satisfaction of the Paying Agent or escrow agent, as the case may be, and (c) proper notice of redemption of such Refunded Bonds shall have been previously given in accordance with the Refunded Bond Resolution; and

WHEREAS, in order to provide for the payment of principal of, interest on and redemption premium, if any, on the Refunded Bonds by the proper and timely deposit and application of the moneys and obligations (including investment income and earnings derived therefrom) required for payment of the Refunded Bonds and to furnish irrevocable instructions therefor, it is necessary to enter into this Escrow Deposit Agreement and to enter into certain covenants for the benefit of the holders from time to time of the Refunded Bonds.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants hereinafter set forth, the parties hereto agree as follows:

DEFINITIONS

In addition to words and terms elsewhere defined in this Agreement, the following words and terms as used in this Agreement shall have the following meanings, unless some other meaning is plainly intended:

“Agreement” shall mean this Escrow Deposit Agreement, dated _____, by and between the Town and the Escrow Agent.

“Bond Registrar” shall mean The Bank of New York Mellon Trust Company, N.A.

“Escrow Agent” shall mean The Bank of New York Mellon Trust Company, N.A., as Escrow Agent.

“Paying Agent” shall mean The Bank of New York Mellon Trust Company, N.A.

“Refunded Bonds” shall mean [a portion of]the Town of Palm Beach, Florida Public Improvement Revenue Bonds, Series 2013 (Capital Improvement and Coastal Management Program) maturing on and after January 1, _____, as described in Schedule A hereto.

“Refunded Bond Resolution” shall mean Resolution No 194-2013 as supplemented by Resolution No. 196-2013 both adopted by the Town Council on November 12, 2013.

“Series 2019 Resolution” shall mean, collectively, Resolution No. 142-2019 and Resolution No. 143-2019 adopted by the Town Council on November 12, 2019.

“Town” shall mean the Town of Palm Beach, Florida, a municipal corporation validly existing under the laws of the State of Florida.

“U.S. Obligations” shall mean direct non-callable, non-prepayable obligations of, or direct non-callable, non-prepayable obligations unconditionally guaranteed as to full and timely payment of principal and interest by, the United States of America which are not subject to redemption prior to their maturity other than at the option of the holder thereof and maturing not later than such date or dates on which such monies will be needed to pay principal of, interest, and redemption premium, if any, on the Refunded Bonds pursuant to the terms hereof. “U.S. Obligations” shall not include investments in investment funds.

Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Words importing the singular number shall include the plural number and vice versa unless the context shall otherwise indicate. The word “person” shall include corporations, associations, natural persons and public bodies unless the context shall otherwise indicate. Reference to a person other than a natural person shall include its successors.

SECTION 1. (a) There is hereby created and established with the Escrow Agent a special and irrevocable escrow fund designated as the “Town of Palm Beach, Florida Public Improvement Revenue Refunding Bonds, Federally Taxable Series 2019 (Capital Improvement and Coastal Management Program) Escrow Fund” (hereinafter the “Escrow Fund”) to be held in the custody of the Escrow Agent separate and apart from all other funds of the Town or the Escrow Agent.

(b) Concurrently with the execution of this Agreement, there is hereby deposited with the Escrow Agent, and the Escrow Agent hereby acknowledges the receipt of, immediately available moneys in the amount of \$_____ (\$_____ derived from a contribution of the Town from available moneys and \$_____ derived from the proceeds of the Series 2019 Bonds). The amount received by the Escrow Agent pursuant to the preceding sentence shall be deposited in the Escrow Fund. The amount deposited in the Escrow Fund will be sufficient to purchase the U.S. Obligations listed on Schedule B hereto, leaving a cash balance in the Escrow Fund of \$_____.

SECTION 2. The Escrow Agent, at the written direction of the Town which is hereby given to the Escrow Agent pursuant to this Section, shall purchase the U.S. Obligations listed on Schedule B hereto solely from the moneys deposited in the Escrow Fund. The Escrow Agent shall apply the moneys deposited in the Escrow Fund and the U.S. Obligations purchased therewith, together with all income or earnings thereon, to the payment of the principal or redemption price of and interest due or to become due on the Refunded Bonds as the same become due and payable. The Escrow Agent shall withdraw from the Escrow Fund the maturing principal amount of and the interest paid on the U.S. Obligations, together with any other moneys available for such purpose, and shall pay over to the Paying Agent moneys in an amount sufficient to pay, when due, the principal or redemption price of and interest on the Refunded Bonds as the same shall become due, as set forth in Schedule A attached hereto. The Escrow Agent shall have no power or duty to invest or reinvest any moneys held hereunder to make substitutions of U.S. Obligations held hereunder or to sell, transfer or otherwise dispose of the U.S. Obligations acquired hereunder except as provided in this Agreement.

SECTION 3. The Town hereby irrevocably designates the Refunded Bonds for prior optional redemption on January 1, 2024. The Town hereby irrevocably instructs the Escrow Agent to cause the Paying Agent to mail postage prepaid, no less than thirty (30) days nor more than sixty (60) days prior to January 1, 2024, a notice of redemption of the Refunded Bonds substantially in the form of Exhibit A hereto to such persons and at the time and in the manner required by the Refunded Bond Resolution. Additionally, with respect to the Refunded Bonds, the Town irrevocably instructs the Escrow Agent to mail postage prepaid, a notice in substantially the form of Exhibit B hereto, as soon as practicable, to each of the owners of the Refunded Bonds then outstanding, at its address, if any, appearing upon the registry of the Town. The Escrow Agent hereby accepts the irrevocable instructions given to it in this Section and hereby confirms that it will take all the actions required to be taken by it under the Refunded Bond Resolution in order to effectuate the redemption or payment of the Refunded Bonds in accordance with this Section.

SECTION 4. At the written request of the Town and upon compliance with the conditions hereinafter stated, the Escrow Agent shall have the power to sell, transfer, request the redemption or otherwise dispose of the U.S. Obligations held in the Escrow Fund and to substitute therefor U.S. Obligations which are available for purchase with the proceeds derived from such disposition on the date of such transaction. The foregoing may be effected only if: (i) the amounts and dates on which the anticipated transfers from the Escrow Fund to the Paying Agent for the payment of the principal or redemption price of and interest on the Refunded Bonds will not be diminished or postponed thereby, (ii) the Escrow Agent shall receive and may conclusively rely upon the unqualified opinion of a lawyer or a firm of lawyers nationally recognized in the field of municipal finance to the effect that such disposition and substitution would not cause any of the Refunded Bonds to be an "arbitrage bond" within the meaning of Section 148(a) of the Internal Revenue Code of 1986, as amended, and the regulations thereunder in effect on the date of such disposition and substitution and applicable to obligations issued on the issue date of the 2016B Bonds and (iii) the Escrow Agent shall receive and may conclusively rely upon a certification from a firm of independent certified public accountants stating that, after such transaction, the principal of and interest on the U.S. Obligations in the Escrow Fund will, together with other moneys available for such purpose, be sufficient to pay, when due, the principal or redemption price of and interest on the Refunded Bonds without further reinvestment.

SECTION 5. The trust created hereby shall be irrevocable and may not be pledged other than to the holders of the Refunded Bonds. The holders of the Refunded Bonds shall have an express first lien on all moneys and the principal of and interest due or to become due on all U.S. Obligations deposited in the Escrow Fund until used and applied in accordance with this Agreement.

SECTION 6. The Escrow Agent shall not be liable for any loss resulting from any investment made pursuant to the terms and provisions of this Agreement. The liability of the Escrow Agent for the payment of the principal or redemption price, if applicable, of and interest on the Refunded Bonds shall be limited to the amounts deposited in the Escrow Fund pursuant to this Agreement and the earnings thereon. The Escrow Agent shall have no lien whatsoever upon any of the moneys in the Escrow Fund for the payment of fees and expenses for services rendered by the Escrow Agent under this Agreement.

The Escrow Agent undertakes to perform only those duties as specifically set forth herein and in accordance with the Refunded Bond Resolution and no additional covenants or obligations shall be read into this Agreement against the Escrow Agent. The Escrow Agent shall not be liable for any error of judgment or any act or steps taken or permitted to be taken in good faith, or for any mistake in law or fact, or for anything it may do or refrain from doing in connection herewith, except for its own willful misconduct or negligence.

Whenever the Escrow Agent shall deem it necessary or desirable that a matter be proved or established prior to taking, suffering or omitting any action under this Agreement, such matter may be deemed to be conclusively established by a certificate signed by an authorized officer of the Town. The Escrow Agent may conclusively rely, as to the correctness of statements, conclusions and opinions therein, upon any certificate, report, opinion or other document furnished

to the Escrow Agent pursuant to any provision of this Agreement; the Escrow Agent shall be fully protected and shall not be liable for acting or proceeding, in good faith, upon such reliance; and the Escrow Agent shall be under no duty to make any investigation or inquiry as to any statements contained or matters referred to in any such instrument. The Escrow Agent may consult with counsel, who may be counsel to the Town or independent counsel, with regard to legal questions, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith in accordance herewith. Prior to retaining such independent counsel, the Escrow Agent shall notify the Town of its intention to retain counsel.

The Escrow Agent may act through its officers, employees, agents and attorneys appointed by it with due care. Any payment obligation of the Escrow Agent hereunder shall be paid from, and is limited to funds available, established and maintained under this Agreement, and the Escrow Agent shall not be required to expend its own funds for the performance of its duties hereunder.

If the Escrow Agent is required by a governmental agency or court proceeding initiated by a third party to undertake efforts beyond that which is set forth herein but related thereto (other than due to the Escrow Agent's negligence or willful misconduct), the Escrow Agent shall notify the Town of the same in writing and the Town shall promptly pay the Escrow Agent for such documented extraordinary fees and expenses reasonably and necessarily incurred in connection therewith.

The Escrow Agent shall be paid by the Town from time to time, from sources other than the Escrow Fund, all reasonable compensation for all services rendered by the Escrow Agent under this Agreement or any amendment hereto, and also all reasonable expenses, charges, counsel fees, costs and expenses and other disbursements, including those of its attorneys, agents, and employees, incurred in and about the performance of their powers and duties hereunder, including any costs, expenses and liabilities incurred in carrying out its duties hereunder during an attempt to pursue any remedy hereunder.

The Escrow Agent shall not be responsible or liable for any failure or delay in the performance of its obligations under this Agreement arising out of or caused, directly or indirectly, by circumstances beyond its reasonable control, including, without limitation, acts of God; earthquakes; fire; flood; hurricanes or other storms; wars; terrorism; similar military disturbances; sabotage; epidemic; pandemic; riots; interruptions; loss or malfunctions of utilities, computer (hardware or software) or communications services; accidents; labor disputes; acts of civil or military authority or governmental action; it being understood that the Escrow Agent shall use commercially reasonable efforts which are consistent with accepted practices in the banking industry to resume performance as soon as reasonably practicable under the circumstances.

SECTION 7. The Escrow Agent, at the time acting hereunder, may at any time resign and be discharged from the duties and obligations hereby created by giving not less than forty-five (45) days' written notice to the Town and mailing notice thereof, specifying the date when such resignation will take effect, to the Town and the Paying Agent, but no such resignation

shall take effect unless a successor Escrow Agent hereunder shall have been appointed by the Town and such successor Escrow Agent shall have accepted such appointment, in which event such resignation shall take effect immediately upon the appointment and acceptance of a successor Escrow Agent.

The Escrow Agent may be removed at any time by an instrument or concurrent instruments in writing, delivered to the Escrow Agent and to the Town and signed by the holders of a majority in aggregate principal amount of the Refunded Bonds then outstanding, but no such removal shall take effect until the appointment and acceptance of a successor Escrow Agent.

In the event the Escrow Agent hereunder shall resign or be removed, or be dissolved, or shall be in the course of dissolution or liquidation, or otherwise become incapable of acting hereunder, or in case the Escrow Agent shall be taken under the control of any public officer or officers, or of a receiver appointed by a court, a successor shall be appointed by the Town. The Town shall mail notice of any such appointment made by it at the times and in the manner described in the first paragraph of this Section 7.

In the event that no appointment of a successor Escrow Agent or a temporary successor Escrow Agent shall have been made by the Town pursuant to the foregoing provisions of this Section 7 within sixty (60) days after written notice of resignation or removal of the Escrow Agent has been given to the Town or the Escrow Agent, as applicable, the holder of any of the Refunded Bonds or any retiring Escrow Agent may apply to any court of competent jurisdiction for the appointment of a successor Escrow Agent, and such court may thereupon, after such notice, if any, as it shall deem proper, appoint a successor Escrow Agent.

In the event of replacement or resignation of the Escrow Agent, the Escrow Agent shall remit to the Town the prorated portion of prepaid fees not yet incurred or payable less any termination fees and expenses at the time of discharge.

No successor Escrow Agent shall be appointed unless such successor Escrow Agent shall be a corporation with trust powers organized under the banking laws of the United States or any state, and shall have at the time of appointment capital and surplus of not less than \$75,000,000.

Every successor Escrow Agent appointed hereunder shall execute, acknowledge and deliver to its predecessor and to the Town an instrument in writing accepting such appointment hereunder and thereupon such successor Escrow Agent, without any further act, deed or conveyance, shall become fully vested with all the rights, immunities, powers, trusts, duties and obligations of its predecessor; but such predecessor shall nevertheless, on the written request of such successor Escrow Agent or the Town execute and deliver an instrument transferring to such successor Escrow Agent all the estates, properties, rights, powers and trust of such predecessor hereunder; and every predecessor Escrow Agent shall deliver all securities and moneys held by it to its successor; provided, however, that before any such delivery is required to be made, all fees, advances and expenses (including attorney's fees, costs and expenses) of the retiring or removed Escrow Agent shall be paid in full. Should any transfer, assignment or instrument in writing from

the Town be required by any successor Escrow Agent for more fully and certainly vesting in such successor Escrow Agent the estates, rights, powers and duties hereby vested or intended to be vested in the predecessor Escrow Agent, any such transfer, assignment and instruments in writing shall, on request, be executed, acknowledged and delivered by the Town.

Any corporation or other legal entity into which the Escrow Agent, or any successor to it in the trusts created by the Agreement, may be merged or converted or with which it or any successor to it may be consolidated, or any corporation or other legal entity resulting from any merger, conversion, consolidation or tax-free reorganization to which the Escrow Agent or any successor to it shall be a party or any corporation or other legal entity to which the Escrow Agent or successor to it shall sell or transfer all or substantially all of its corporate trust business, shall be the successor Escrow Agent under this Agreement without the execution or filing of any paper or any other act on the part of any of the parties hereto, anything herein to the contrary notwithstanding.

SECTION 8. This Agreement is made for the benefit of the Town, the holders from time to time of the Refunded Bonds and the holders from time to time of the Series 2019 Bond and it shall not be repealed, revoked, altered or amended without the written consent of all such holders, the Escrow Agent and the Town; provided, however, that the Town and the Escrow Agent may, without the consent of, or notice to, such holders, enter into such agreements supplemental to this Agreement as shall not adversely affect the rights of such holders and as shall not be inconsistent with the terms and provisions of this Agreement, for any one or more of the following purposes:

- (a) to cure any ambiguity or formal defect or omission in this Agreement;
- (b) to grant to, or confer upon, the Escrow Agent for the benefit of the holders of the Refunded Bonds, any additional rights, remedies, powers or Town that may lawfully be granted to, or conferred upon, such holders or the Escrow Agent; and
- (c) to include under this Agreement additional funds, securities or properties.

The Escrow Agent shall be entitled to rely conclusively upon an unqualified opinion of a lawyer or a firm of lawyers nationally recognized in the field of municipal finance with respect to compliance with this Section, including the extent, if any, to which any change, modification, addition or elimination affects the rights of the holders of the Refunded Bonds or that any instrument executed hereunder complies with the conditions and provisions of this Section.

SECTION 9. This Agreement shall terminate when all transfers and payments required to be made by the Escrow Agent under the provisions hereof shall have been made. The balance of moneys, if any, remaining in the Escrow Fund established under this Agreement shall thereafter be returned to the Town.

SECTION 10. The Escrow Fund shall be and constitute a trust fund for the purposes provided in this Agreement and shall be kept separate and distinct from all other funds of the Town and the Escrow Agent and used only for the purposes and in the manner provided in this Agreement.

SECTION 11. If any one or more of the covenants or agreements provided in this Agreement on the part of the Town or the Escrow Agent to be performed should be determined by a court of competent jurisdiction to be contrary to law, such covenant or agreement shall be deemed and construed to be severable from the remaining covenants and agreements herein contained and shall in no way affect the validity of the remaining provisions of this Agreement.

SECTION 12. All the covenants, promises and agreements in this Agreement contained by or on behalf of the Town or by or on behalf of the Escrow Agent shall bind and inure to the benefit of their respective successors and assigns, whether so expressed or not.

SECTION 13. This Agreement shall be governed by the applicable law of the State of Florida without regard to conflict of law principles.

SECTION 14. This Agreement may be executed in several counterparts, all or any of which shall be regarded for all purposes as one original and shall constitute and be but one and the same instrument.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by its duly authorized officers as of the date first above written.

TOWN OF PALM BEACH, FLORIDA

By: _____
Mayor

[SEAL]

Attest: _____
Town Clerk

THE BANK OF NEW YORK MELLON
TRUST COMPANY, N.A.,
as Escrow Agent

By: _____
Name:
Title:

[Signature Page]

SCHEDULE A

Refunded Bonds

Town of Palm Beach, Florida Public Improvement Revenue Bonds, Series 2013
(Capital Improvement and Coastal Management Program) maturing on January 1, in the years and
the principal amounts set forth below:

<u>Year</u>	<u>Principal Amount</u>	<u>Coupon Rate</u>
2025	\$ 1,470,000	5.000%
2026	1,545,000	5.000
2027	1,630,000	5.000
2028	1,710,000	5.000
2029	1,790,000	4.000
2030	1,860,000	4.125
2031	1,940,000	4.125
2032	2,025,000	4.250
2033	2,120,000	5.000
2034	2,230,000	5.000
2035	2,345,000	5.000
2036	2,465,000	5.000
2043	21,165,000	5.000

Annual Payment Schedule Refunded Bonds

<u>Payment Date</u>	<u>Interest</u>	<u>Principal</u>	<u>Premium</u>	<u>Total Payment Date Requirements</u>
January 1, 2020	\$	\$	\$0	\$
July 1, 2020				
January 1, 2021				
July 1, 2021				
January 1, 2022				
July 1, 2022				
January 1, 2023				
July 1, 2023				
January 1, 2024				

Paying Agent: The Bank of New York Mellon Trust Company, N.A.

SCHEDULE B

US OBLIGATIONS

I. PURCHASES FROM TOWN CONTRIBUTION MONEYS

<u>Type of Security</u>	<u>Purchase Date</u>	<u>Maturity Date</u>	<u>Par Amount</u>	<u>Coupon Rate</u>	<u>Price</u>
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II. PURCHASES FROM SERIES 2019 BOND PROCEEDS

<u>Type of Security</u>	<u>Purchase Date</u>	<u>Maturity Date</u>	<u>Par Amount</u>	<u>Coupon Rate</u>	<u>Price</u>
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NOTICE OF REDEMPTION

TOWN OF PALM BEACH, FLORIDA
PUBLIC IMPROVEMENT REVENUE BONDS, SERIES 2013
(CAPITAL IMPROVEMENT AND COASTAL MANAGEMENT PROGRAM)
(DATED: DECEMBER 19, 2013) MATURING ON JANUARY 1, 2025
THROUGH AND INCLUDING JANUARY 1, 2043

NOTICE IS HEREBY GIVEN to the holders of the outstanding Town of Palm Beach, Florida Public Improvement Revenue Bonds, Series 2013 (Capital Improvement Program), maturing on January 1, 2025 through and including January 1, 2043 collectively, (the “Bonds”) that (i) pursuant to the requirements of Article V of Resolution No. 194-2013 adopted by the Town Council of the Town of Palm Beach, Florida on November 12, 2013 (the “Refunded Bond Resolution”), the Town has deposited with The Bank of New York Mellon Trust Company, N.A., as Escrow Agent, in escrow, direct non-callable, non-prepayable obligations of or direct non-callable, non-prepayable obligations unconditionally guaranteed as to the full and timely payment by, the United States of America, which, together with cash on deposit with the Escrow Agent shall be sufficient, to pay when due the principal or redemption price if applicable, and the interest due and to become due on said Bonds on January 1, 2024 (the “Redemption Date”), and as a result of such deposit said Bonds are deemed to have been paid in accordance with Article V of the Refunded Bond Resolution and (ii) such Bonds have been called for redemption prior to maturity on Redemption Date, at the redemption prices set forth below, plus accrued interest to such date of redemption.

The Bond numbers, interest rates, CUSIP, redemption prices and maturities to be redeemed are as follows:

<u>Bond No.</u>	<u>Maturity Date</u>	<u>Interest Rate</u>	<u>Redemption Price</u>	<u>CUSIP No.*</u>
R-11	January 1, 2025	5.000%	100%	696583DR1
R-12	January 1, 2026	5.000	100	696583DS9
R-13	January 1, 2027	5.000	100	696583DT7
R-14	January 1, 2028	5.000	100	696583DU4
R-15	January 1, 2029	4.000	100	696583DV2
R-16	January 1, 2030	4.125	100	696583DW0
R-17	January 1, 2031	4.125	100	696583DX8
R-18	January 1, 2032	4.250	100	696583DY6
R-19	January 1, 2033	5.000	100	696583DZ3
R-20	January 1, 2034	5.000	100	696583EB5
R-21	January 1, 2035	5.000	100	696583EC3
R-22	January 1, 2036	5.000	100	696583ED1
R-23	January 1, 2043	5.000	100	696583EA7

On January 1, 2024, there shall become due and payable upon presentation and surrender of the Bonds at the office of The Bank of New York Mellon Trust Company, N.A., [New York, New York], the above-mentioned redemption prices, together with interest accrued on the Bonds to such redemption

* THE ABOVE CUSIP NUMBER HAS BEEN ASSIGNED TO THE BONDS BY THE CUSIP SERVICE BUREAU OF STANDARD AND POOR'S CORPORATION AND IS INSERTED HEREIN FOR THE CONVENIENCE OF THE HOLDER(S) OF THE BONDS TO BE REDEEMED. NO REPRESENTATION IS MADE AS TO THE CORRECTNESS OR ACCURACY OF THE FOREGOING CUSIP NUMBER OR THE CUSIP NUMBER PRINTED ON THE BONDS.

date and, **FROM AND AFTER JANUARY 1, 2024, INTEREST ON THE BONDS SHALL CEASE TO ACCRUE AND BE PAYABLE.**

Payment of the amounts due will be made only on presentation and surrender of the Bonds at the Office of the Bond Registrar.

In compliance with the Interest and Dividend Compliance Act of 1983 and Broker Reporting Requirements, we are required to withhold 28% of the principal amount of your holdings redeemed unless we are provided with your Social Security Number or Taxpayer Identification Number, properly certified or submitted on a W-9 Form. Please furnish a properly completed Form W-9 or exemption certificate or equivalent when presenting your bonds for payment.

Dated this ____ day of November, 2023.

THE BANK OF NEW YORK MELLON TRUST
COMPANY, N.A.

By: _____
Paying Agent

DEFEASANCE NOTICE

TOWN OF PALM BEACH, FLORIDA
PUBLIC IMPROVEMENT REVENUE BONDS, SERIES 2013
(CAPITAL IMPROVEMENT AND COASTAL MANAGEMENT PROGRAM)
(DATED: DECEMBER 19, 2013)
MATURING ON JANUARY 1, 2025
THROUGH AND INCLUDING JANUARY 1, 2043

NOTICE IS HEREBY GIVEN that, pursuant to Article V of Resolution No. 194-2013 adopted by the Town Council of the Town of Palm Beach, Florida on November 12, 2013 (the “Refunded Bond Resolution”), the Town has irrevocably deposited with The Bank of New York Mellon Trust Company, N.A., as Escrow Agent, and irrevocably set aside for such payment, cash and U.S. government securities, maturing as to principal and interest in such amounts and at such times as will ensure the availability of sufficient moneys to pay the principal, interest and redemption premium, if any on the Town of Palm Beach, Florida Public Improvement Revenue Bonds, Series 2013 (Capital Improvement and Coastal Management Program) maturing on January 1, 2025 through and including January 1, 2043 (collectively the “Refunded Bonds”). The Bond Numbers, CUSIP Numbers, principal amounts and maturities of such Refunded Bonds are as follows:

<u>Bond No.</u>	<u>Maturities</u>	<u>Principal Amount</u>	<u>CUSIP No.*</u>
R-11	January 1, 2025	\$1,470,000	696583DR1
R-12	January 1, 2026	1,545,000	696583DS9
R-13	January 1, 2027	1,630,000	696583DT7
R-14	January 1, 2028	1,710,000	696583DU4
R-15	January 1, 2029	1,790,000	696583DV2
R-16	January 1, 2030	1,860,000	696583DW0
R-17	January 1, 2031	1,940,000	696583DX8
R-18	January 1, 2032	2,025,000	696583DY6
R-19	January 1, 2033	2,120,000	696583DZ3
R-20	January 1, 2034	2,230,000	696583EB5
R-21	January 1, 2035	2,345,000	696583EC3
R-22	January 1, 2036	2,465,000	696583ED1
R-23	January 1, 2043	21,165,000	696583EA7

* THE ABOVE CUSIP NUMBER HAS BEEN ASSIGNED TO THE BONDS BY THE CUSIP SERVICE BUREAU OF STANDARD AND POOR’S CORPORATION AND IS INSERTED HEREIN FOR THE CONVENIENCE OF THE HOLDER(S) OF THE BONDS TO BE REDEEMED. NO REPRESENTATION IS MADE AS TO THE CORRECTNESS OR ACCURACY OF THE FOREGOING CUSIP NUMBER OR THE CUSIP NUMBER PRINTED ON THE BONDS.

The Refunded Bonds have been selected for redemption prior to their maturity on January 1, 2024 (the "Redemption Date"). **ON OR AFTER THE REDEMPTION DATE, NO INTEREST SHALL ACCRUE ON SAID REFUNDED BONDS.** The Refunded Bonds which have been called for redemption will be paid from funds irrevocably deposited for this purpose in the Town of Palm Beach, Florida Public Improvement Revenue Refunding Bonds, Federally Taxable Series 2019 (Capital Improvement and Coastal Management Program) Escrow Fund established with the Escrow Agent.

TOWN OF PALM BEACH, FLORIDA

THE BANK OF NEW YORK MELLON
TRUST COMPANY, N.A.

as Paying Agent for the
Refunded Bonds

Dated

TOWN OF PALM BEACH

Town Council Meeting on: November 12, 2019

Section of Agenda

Regular Agenda - New Business

Agenda Title

The Four Seasons Resort Palm Beach Appeal of Fines Imposed for Non-payment of Solid Waste Collection Fees

Presenter

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

ATTACHMENTS:

- ▣ **Memorandum dated October 31, 2019, from H. Paul Brazil, P.E., Director of Public Works**
- ▣ **Exhibit A**
- ▣ **Exhibit B**

TOWN OF PALM BEACH

Information for Town Council Meeting on: November 12, 2019

To: Mayor and Town Council

Via: Thomas G. Bradford, Town Manager

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

Re: The Four Seasons Resort Palm Beach Appeal of Fines Imposed for Non-payment of Solid Waste Collection Fees

DATE: October 31, 2019

STAFF RECOMMENDATION

Town staff recommends that the Town Council uphold the Public Works Director's decision to not waive the late penalties that have been imposed.

GENERAL INFORMATION

The Town provides compacted garbage collection to several businesses including the Four Seasons Resort Palm Beach (the Resort). During calendar year 2019, the Resort accrued \$16,316.19 of penalties for non-payment for services provided. They are appealing those penalties as our Code allows. The request is attached as Exhibit A.

Some of our larger customers find it more convenient, or necessary, to have a compactor onsite due to the large amount of waste generated on a daily basis. The Town contracts the collection from the compactors and passes that cost on to the customers. Compacted waste is collected weekly and the customers are billed quarterly. When a customer is late paying a solid waste invoice, a statement and notice is sent to the billing address established by the customer. As a courtesy, staff also reaches out to the customer with either an email or phone call. All of the attempts are documented. If payment is not received by the end of the month, the account accrues a penalty. The amount of the penalty is 10% and it is established by Code.

This account received penalties on seven (7) occasions in eight (8) months. Town staff reached out to the customer on twenty-four (24) occasions. This included certified letters that were received, emails, and phone calls to the Resort directly. A log of our attempts to contact the resort to inform them of the severity of the issue is attached as Exhibit B. I believe that Town staff did everything that they should have to try to assist the Resort. The Resort did not resolve the issue until it was handed over to Code Enforcement.

In the ten (10) year history of this account, the Resort has been delinquent 48 times and the Town has waived penalties eleven (11) times. Staff has spent an inordinate amount of time trying to collect the quarterly fees.

Also, the Resort has previously asked for relief from penalties. Relief was granted by the Town Manager in 2015 for two (2) penalties totaling \$1,953.50. Ms. Zdenka Demus requested the relief because she felt that she did not receive the invoices in a timely manner.

Given the number of attempts to resolve the issue this year and the late payments in previous years, I believe that the fees should not be waived. The Resort is asking that the Town Council to overturn that decision.

FUNDING/FISCAL IMPACT

The Resort has paid penalties of \$16,316.19. If the Town Council chooses to waive the penalties, these funds would be returned to the Resort or staff could credit their account for that amount.

TOWN ATTORNEY REVIEW

The Town Attorney reviewed this item and will be available to answer any questions at the meeting.

Attachments



October 18, 2019

H. Paul Brazil, P.E.
Director of Public Works
951 Okeechobee Rd. Suite A
West Palm Beach, FL 33401

RE: Four Seasons Resort Palm Beach
Solid Waste Regulations and Fees

Dear Mr. Brazil:

This letter follows our appearance before the Palm Beach Town Council meeting of October 10, 2019. We brought an issue related to the billing, non-payment and penalty fees for solid waste pick-up services by the Town at the Four Seasons Resort Palm Beach (the Resort).

To summarize the circumstances, the Resort's accounts payable function is processed by a third party. It is referred to as a "scanning center" and is located in El Paso, Texas. We discovered that, in this age of automation, anything other than invoices sent to that address is discarded. Unbeknownst to the Resort, certified letters indicating non-payment of quarterly solid waste invoices of \$10,785.34 each were sent by the Town of Palm Beach for the first three (3) quarters.

The Resort was not aware of the non-payment until it was confirmed by the good work of the Town of Palm Beach Department of Public Works staff on August 20th. It was then that we learned that the matter was about to go to Code Enforcement. Before that happened, the Resort paid the outstanding amount of \$32,356.02 plus the accrued \$16,316.19 penalty immediately.

We are aware that the fault of non-payment is that of the Resort due to unusual circumstances related to staffing changes and the remote payment center in El Paso, Texas. We can assure you and will guarantee that this situation will never happen

again. The Resort has already taken tangible steps and set up reminders for downloading the bill on site, in Palm Beach. We would also like to set up a direct bank withdrawal with the Town of Palm Beach if at all possible. As an example, the invoice generated for Q4, has been already processed by the team and will be on a check run 10.22.2019.

This is the first time in four and a half years, during my employment by the Resort, that I am aware of any delinquency in this account. We always strive to be a good partner and Town of Palm Beach property owner. We believe the Resort is an integral and important part of the Town's attractiveness as a destination for tourists and, most importantly, serving the recreational and entertainment needs of Town of Palm Beach residents.

The following section of the Town of Palm Beach Code of Ordinances related to Solid Waste states the following:

Sec. 102-9. - Appeals.

Any person aggrieved by a regulation of or fee charged pursuant to this chapter shall have the right of appeal to the town council, which shall have the authority to confirm, modify or revoke any such regulation or fee.

(Code 1982, § 8-38; Ord. No. 9-00, § 2, 6-13-00)

We would like to exercise our right to appeal the \$16,316.19 penalty to the Town Council under this section of the Code. In doing so, we beg their forgiveness and pledge that this situation will not happen again.

Thank you for your attention to this matter and for the Town staff's assistance in its resolution.

Respectfully submitted,

 10/18/2019

Zdenka Demus
Director of Finance
Four Seasons Resort Palm Beach

Four Seasons Resort
Solid Waste Account #SW-000440 – Billing Collection History

<u>Date:</u>	<u>Amount/Description</u>	<u>Account Balance:</u>
10/08/18	\$10,931.09 Quarterly Service fee applied/Statement mailed	BALANCE: \$10,931.09
	Mary emailed a copy of the invoice to Sally Eldaghar w/Four Seasons as requested.	
10/31/18	Public Works mailed a letter to Four Seasons invoice to Four Seasons at: PO Box 981736, El Paso, Texas, 79998-1736 providing notice of: ▪ award of new compacted garbage contract ▪ quarterly rate increase from \$10,931.09 to \$10,785.34 effective 01/01/2019 ▪ possible future rate adjustments annually on 10/01 based on CPI ▪ billing discrepancy on invoice dated 10/8/18 and that their bill rate would be adjusted over the following three (3) billing quarters. Note: A copy of a statement dated 10/31/18 was included with the letter showing the	
		BALANCE: \$10,931.09
11/19/18	Four Seasons emailed the Services Manager asking for a copy of the invoice so they could check and advise further.	
12/3/18	Sally emailed asking for another copy of the invoices previously emailed to her on 10/8. Mary provided the invoices as requested.	
		BALANCE: \$10,931.09
12/6/18	PW emailed Sally re-explaining the correspondence mailed on 10/31/18 also listing their billing breakdown for FY19 (10/2018 – 09/2019).	
12/03/18	\$10,000 Partial online payment (credit card) received	BALANCE: \$ 931.09
1/03/19	\$10,785.34 Quarterly Service fee applied/Statement mailed	BALANCE: \$11,716.43
1/7/19	Emailed attached invoice to Zdenka Demus, Director of Finance, Four Seasons, per request.	
		BALANCE: \$11,716.43
1/9/19	-\$931.09 Partial Payment Received	BALANCE: \$10,785.34
2/8/19	\$1,078.53 Penalty applied/Statement mailed by Finance	BALANCE: \$11,863.87
3/14/19	\$1,186.38 Penalty applied/Statement mailed by Finance	BALANCE: \$13,050.25
3/15/19	Public Works mailed a certified letter (w/return receipt) with a copy of the 3/14/19 statement based invoice to Four Seasons at: PO Box 981736, El Paso, Texas, 79998-1736	
		BALANCE: \$13,050.25
4/2/19	\$1,305.02 Penalty applied	BALANCE: \$14,355.27
	\$10,785.34 Quarterly Service fee applied/Statement mailed	BALANCE: \$25,140.61
5/08/19	\$2,514.05 Penalty applied/Statement mailed by Finance	BALANCE: \$27,654.66

6/11/19	\$2,765.46	Penalty applied/Statement mailed by Finance	BALANCE: \$ 30,420.12
7/03/19	\$3,042.01	Penalty applied/Statement mailed by Finance	BALANCE: \$ 33,462.13
	\$10,785.34	Quarterly Service fee applied/Statement mailed	BALANCE: \$44,247.47
7/3/19	PW called and spoke with Marija Mitic with Four Seasons. Marija confirmed the mailing address was correct and she requested the invoices be mailed to: fshstatements.ig@capgemini.com		
7/5/19	PW emailed the statement dated 7/3/19 to: ▪ fshstatements.ig@capgemini.com		
	PW also mailed a certified letter/return receipt to Four Seasons. BALANCE: \$44,247.47		
	PW spoke with Karan with Capgemini (Four Seasons' AP contractor) inquiring about the status of payment.		
7/8/19	PW emailed the statement dated 7/3/19 to: ▪ fshstatements.ig@capgemini.com ▪ fshhelpdesknam.ig@capgemini.com ▪ fshinvoices@capgemini.com		
8/7/19	\$4,424.74	Penalty applied/Statement mailed by Finance	BALANCE: \$48,672.21
8/12/19	PW also mailed a certified letter/return receipt to Four Seasons. BALANCE: \$48,672.21		
8/19/19	PW emailed/referring Four Seasons' account #SW-000440 to the Code Enforcement Board for action.		
8/20/19	Gunjan Luitel with Four Seasons called Mary asking why they had not received any bills for this year's services. Ms. Zdenka Demus emailed Mary explaining staff changes/challenge; also requested a refund of penalties.		
8/23/19	\$ 48,672.21	Payment	BALANCE: \$0
10/01/19	\$11,805.57	Quarterly Service fee applied/Statement mailed	BALANCE: \$11,805.57
10/25/19	\$11,805.57	Payment	BALANCE: \$0

TOWN OF PALM BEACH

Town Council Meeting on: November 12, 2019

Section of Agenda

Regular Agenda - New Business

Agenda Title

Proposed Public/Private Beautification Project with the Palm Beach Country Club

Presenter

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

ATTACHMENTS:

- ▣ **Memorandum dated October 30, 2019, from H. Paul Brazil, P.E.,
Director of Public Works**
- ▣ **Deed Book**

TOWN OF PALM BEACH

Information for Town Council Meeting on: November 12, 2019

To: Mayor and Town Council
Via: Kirk W. Blouin, Town Manager
From: H. Paul Brazil, P. E., Director of Public Works
Re: Public/Private Beautification Project with the Palm Beach Country Club
DATE: October 30, 2019

STAFF RECOMMENDATION

Town staff is seeking direction from Town Council on a request from Palm Beach Country Club to pursue a public/private beautification project along North Ocean Boulevard.

GENERAL INFORMATION

The Palm Beach Country Club recently met with Town staff and discussed a possible beautification project for the strip of land between North Ocean Boulevard and the seawall. A public/private partnership would allow the Town the opportunity to help decide what this vista would become. If the Town Council gives conceptual approval to a public/private beautification project, staff will work with the Country Club to develop alternatives and preliminary budgets.

In April 1941, the Town and Palm Beach Country Club entered into an Agreement that includes right-of-way for road purposes, across the Country Club property. This right-of-way is North Ocean Boulevard. The agreement also addresses the Town's responsibility for the recently replaced seawall. The language addresses the strip of land between the road and the seawall. The Country Club believes that the language of the Agreement implies that the Town has some responsibility for this strip of land. The Town Attorney has reviewed this language and does not believe that the Town owns this strip of land and does not believe that the Town has a maintenance responsibility. This does not preclude the Town from doing a joint project in this area.

Over the next several months, staff will be returning to the Town Council with other items involving the Country Club, including easement documents for the D-8 pump station and outfall. The Country Club allowed both of these structures to be constructed on Country Club property at no cost to the Town. We also have to develop a Maintenance Agreement for the area between the Intra Coastal and the bike trail. The 1941 Agreement outlines responsibilities, but our practice (both the Town and the Country Club) has been different. The Country Club has been a very good partner through all of these efforts.

The Town Attorney will be available for comment during the Town Council meeting.

FUNDING/FISCAL IMPACT

There is no fiscal impact to the Town at this time.

Attachments

cc: Jay Boodheshwar, Debuty Town Manager
Patricia Strayer, P.E., Town Engineer
Jason Debrincat, P.E., Senior Project Engineer

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IN WITNESS WHEREOF, the said parties of the first part have herunto set their hands and seals the day and year above written.

Signed, sealed and delivered

G. J. McLeod (L. S.)

in our presence:

Edna E. McLeod (L. S.)

Earl J. Reed

M. M. Boyd

STATE OF FLORIDA,)
COUNTY OF Palm Beach.)

I HEREBY CERTIFY, That this day in the next above named State and County before me, an officer duly authorized and acting, personally appeared G. J. McLeod and Edna E. McLeod, husband and wife to me well known and known to me to be the individuals described in and who executed the foregoing deed, and they acknowledged then and there before me that they executed said deed.

AND I FURTHER CERTIFY That the said Edna E. McLeod known to me to be the wife of the said G. J. McLeod on a separate and private examination, taken and made in the above named State and County by and before me, separately and apart from her said husband, did this day acknowledge before me, an officer authorized to take acknowledgments of deeds, that she executed the foregoing deed freely and voluntarily and without any compulsion, constraint, apprehension or fear of or from her said husband.

WITNESS my hand and official seal this 19th day of March, A. D. 1941.

Earl J. Reed

(M. P. Seal)

Notary Public, State of Florida at Large
My Commission Expires 6-14-1943

Filed April 23, 1941 at 1:35 P. M. and
recorded in Deed Book 578 at page 508.

J. ALEX ARNETTE, CLERK CIRCUIT COURT,

BY Edna E. McLeod D. C.

AGREEMENT

THIS AGREEMENT made and entered into this 12 day of April 1941, by and between TOWN OF PALM BEACH, a municipal corporation organized and existing under the laws of the State of Florida, hereinafter referred to as "TOWN", and HENRY L. DOHERTY & COMPANY, INC., a corporation organized and existing under the laws of the State of Delaware, hereinafter referred to as "Company,"

WITNESSETH:

WHEREAS, the Town by demand of the citizens of Palm Beach in public meeting assembled, requires a right-of-way for road purposes through, on and across the property of the Company, known as The Palm Beach Country Club, which lies and is in the Town of Palm Beach, County of Palm Beach, State of Florida, and is described as follows, to-wit:

Beginning at a concrete monument in the east line of Section 10, Township 43 South of range 43 East, which point is 1036.5 feet south of the northeast corner of said Section 10; thence westerly making an angle with the east line of said Section 10, measured from north to west, of 90°-14'-25" and parallel with the north line of said Section 10, a distance of 1687.42 feet to an old iron pin set in concrete; thence continuing on the same course a

distance of 2 feet, more or less, to the water's edge of Lake Worth; thence southerly meandering the water's edge of Lake Worth a distance of 1676.39 feet, more or less, to a point in the south line of Government Lot 2 in said Section 10; thence easterly along the said south line of said Government Lot 2, a distance of 2 feet, more or less, to a concrete monument set east of a concrete seawall; thence continuing on the same course a distance of 1643.97 feet to a concrete monument marking the east line of said Section 10; thence continuing on the same course being the south line of Government Lot 1, in Section 11, Township 43 South of Range 43 East, a distance of 530.07 feet to a concrete monument set 1.3 feet west of a timber bulkhead along the west shore of the Atlantic Ocean, thence continuing on the same course a distance of 5 feet, more or less, to the waters of the Atlantic Ocean; thence northerly along the water's edge of the Atlantic Ocean a distance of 1656.3 feet to a point; which is in a line parallel with and 1036.50 feet south of the north line of said Section 11; thence westerly parallel with said north line of said Section 11 a distance of 8 feet, more or less, to a concrete monument set 1.3 feet west of said timbered bulkhead; thence continuing on the same course a distance of 370.12 feet to the point of beginning.

Together with full riparian and littoral rights therein and thereto.

SUBJECT, HOWEVER, to a right-of-way for highway purposes over and upon the following parcel:

Beginning at a point in the north line of the above described property 871.56 feet east of a concrete monument marking the west line of Section 11, Township 43 South of Range 43 East; thence along the arc of a curve to the right whose radius is 110 feet, and whose tangent makes a deflection of $24^{\circ}-04'-20''$ from the last course to the right, a distance of 41.83 feet to a point; thence making a deflection to the right of $39^{\circ}-24'$ from the tangent of said curve, a distance of 8.18 feet to a point; thence along the arc of a curve to the right whose radius is 105 feet and whose tangent makes a deflection to the left of $35^{\circ}-57'$ from the last course, a distance of 65.88 feet, to a concrete monument marking the point of tangency of said curve; thence on tangent southerly a distance of 1516.69 feet to a concrete monument marking the beginning of a curve to the right, whose radius is 20 feet; thence along the arc of said curve a distance of 17.43 feet to a point in a line 32 feet north of and parallel with the south line of Government Lot 1, said Section 11, and in the north line of the County Road, so-called; thence making a deflection to the right of $44^{\circ}-01'-40''$

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from the tangent of said curve and 32 feet north of and parallel with the said south line of Government Lot 1, a distance of 414.15 feet to an iron rod, marking the west line of the original County Road; thence southerly at an angle of $55^{\circ}-27'-45''$ measured from the last course, east to south, a distance of 32 feet to an iron rod in the south line of the afore-mentioned Government Lot 1; thence easterly at an angle of $91^{\circ}-32'-15''$ from the last course, measured from north to east, a distance of 444.88 feet to a point in the east line of Ocean Boulevard; thence northerly at an angle of $85^{\circ}-17'-45''$ measured west to north, a distance of 5.09 feet to a point; thence along the arc of a curve to the left whose radius is 60 feet and whose tangent makes a deflection of $48^{\circ}-11'-25''$ to the right, a distance of 50.47 feet to a concrete monument marking the point of tangency of said curve; thence northerly, tangent to the last mentioned curve, a distance of 1516.89 feet to a concrete monument marking the beginning of a curve to the left, whose radius is 145 feet; thence along the arc of said curve to the left a distance of 77.06 feet to a point; thence making a deflection to the right of $30^{\circ}-26'-55''$ from the tangent of said curve, a distance of 16.31 feet to a point in a line 1036.5 feet south of and parallel with the north line of said Section 11, which is the north line of Country Club property; thence westerly making an angle of $95^{\circ}-3'-10''$, measured from south to west from the last described course, and 1036.5 feet south of and parallel with the north line of said Section 11, a distance of 71.75 feet to the point of beginning;

and,

WHEREAS, the above lands are used as a golf links with a club house and appurtenant buildings and accessories; and,

WHEREAS, the right of way for highway purposes set forth in the foregoing description extends for the most part in a northerly and southerly direction near the easterly boundary of said property, is improved and used for general highway purposes, is generally known as the Ocean Boulevard, and is protected by a wooden seawall or bulkhead constructed along the easterly edge thereof by the Town in the year 1926; and

WHEREAS, there has existed for a great number of years near the westerly boundary of the aforesaid property of the Company a path or walkway which has been used by bicycles, wheelchairs and pedestrians but which has been closed to other traffic save at rare intervals when the aforesaid Ocean Boulevard could not be used; and,

WHEREAS, there is a controversy between the parties as to the legal status of said Lake Trail, the Town contending that it has become a public way by prescription for use only of bicycles, wheelchairs and pedestrians and the Company denying that it has become a public way for any purpose; and,

WHEREAS, it is conceded that the Company retains full riparian or littoral rights both along Lake Worth and along the Atlantic Ocean; and,

WHEREAS, the Town desires to obtain a right of way for general highway purposes across the aforesaid property of the Company in addition to the existing Ocean Boulevard, and further desires to resolve any dispute as to the status and location of the Lake Trail; and,

WHEREAS, the Company desires to provide for the protection of the said Ocean Boulevard, the bulkheading to the east thereof and the land of the Company lying to the west thereof

without cost or expense to the Company; and

WHEREAS, there is attached hereto and made a part hereof, a plat bearing the following identification, "Plat showing Relocation of the Lake Trail and the additional Right of Way through the Palm Beach Country Club and other data in connection therewith; this Plat referred to in and made a part of an agreement between the Town of Palm Beach and Henry L. Boherty & Co. Inc., dated April 12 - 1941," a copy of such plat bearing the signatures of the officials of the respective parties hereto, having been recorded in the Palm Beach County Public Records; showing relocation of Lake Trail and additional thoroughfare for vehicular traffic across Palm Beach Country Club, Palm Beach, Florida, upon which there is shown, among other things,

- (1) An area 10 feet in width and approximately 1670 feet in length, lying near the westerly boundary of the property of the Company, and extending in a northerly and southerly direction, which is designated on said plat as "Area A";
- (2) An area lying immediately to the east of "Area A", two feet in width and approximately 1670 feet in length, which is designated on said plat as "Area B"; and,
- (3) An area lying immediately to the east of "Area B", 20 feet in width and approximately 1670 feet in length, which is designated on said plat as "Area C"; and,
- (4) An area lying along the south line of the Country Club property west of Hi-Mount Road, 24 feet in width and approximately 635 feet in length, which is designated on said plat as "Area D";

NOW, THEREFORE, in consideration of the premises and the covenants, undertakings and agreements herein binding upon the respective parties, it is hereby understood and agreed between the parties as follows:

1. The Lake Trail is hereby relocated in "Area A", as shown upon the plat hereto attached, the Town abandoning and vacating any public easement, by prescription or otherwise, heretofore existing in the former location of the Lake Trail, and the Company expressly recognizing and dedicating said "Area A" as a perpetual public way limited to the use of wheelchairs, pedestrians and bicycles. The Town expressly agrees that the Lake Trail as a public way shall be confined to said "Area A", and shall be limited to the use of wheelchairs, bicycles and pedestrians.

2. Until ninety (90) days after the Company shall grant unto the Town a permanent easement or right of way for general highway purposes, free of all encumbrances, having a minimum width of thirty (30) feet and extending in a northerly and southerly direction across the property of the Company at a point selected by the Company between Lake Worth and a line which shall be the northerly extension of the County Road, the Company agrees that the Town shall have the right to use "Area B", "Area C" and "Area D" for the respective purposes hereinafter set forth. The Company shall never be under obligation to grant said permanent right of way but may do so at any time.

3. The Town agrees at its own expense to extend the golf tee lying adjacent to "Area D" as shown on said plat, in a northerly direction the same distance that said tee is destroyed on the southerly end thereof in widening the cut at the westerly end of said "Area D" or, if the Company so elects, to move said tee to another location and reconstruct the same at its own expense. The Town further agrees to transplant all shrubs and trees now situate in "Area C" to such locations on the property of the Company adjacent thereto as shall be designated by the Company. This work shall be done after July 1, 1941, and shall be completed in a workmanlike manner before November 1, 1941.

4. "Area B" shall be used only as a parkway dividing the relocated Lake Trail on "Area A", and the temporary public highway on "Area B." The Town shall have the right to landscape

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"Area B", and to place posts or other barriers or markers in "Area B" designed to prevent traffic, other than pedestrians, crossing from "Area C" to "Area A". The Town agrees to landscape "Area B" and maintain it in presentable condition as long as it is used for public purposes.

5. "Area C" may be used for general highway purposes, and shall be paved with the materials, and in the manner shown on the specifications for said road appearing on the face of the plat, which is made a part of this Agreement.

6. The Town agrees that the relocation of the Lake Trail upon "Area A" and the improvement and maintenance of said Lake Trail shall at all times be at the expense of the Town and without assessment or charge against the Company or its property; and that the improvement and maintenance of "Area B", "Area C" and "Area D", including the widening of the cut near the westerly end of "Area D", shall be at the expense of the Town and without assessment or charge against the Company or its property as long as said areas are used for public purposes. Such improvements shall be commenced after the First Day of July, 1981, and shall be completed before the First day of November, 1981. Unless the permanent right of way which may be granted by the Company pursuant to paragraph 2 shall have been graded and paved in a suitable manner prior to the granting thereof to the Town, or at the time such right of way is granted, the Company shall agree to grade and pave the same within ninety (90) days, it is understood that the Town may grade and surface said right of way and assess the entire cost thereof against the abutting property. It is expressly agreed that the use of "Area B", "Area C" and "Area D" by the Town and the public is with the consent of the Company, and not adversely, and all rights of the Town or the public to the use of said areas shall cease and determine ninety (90) days after the Company shall convey to the Town a permanent right of way as provided in paragraph 2 hereof, and the Company shall have the right to prevent the use thereof by the public and to remove any improvement placed thereon by the Town. Prior to the expiration of said ninety day period, the Town may remove any improvements which the Town shall have placed upon "Area B" or "Area C", but any improvements which the Town shall fail to remove shall become the property of the Company. All improvements upon "Area D" at the time of the granting of said right of way shall become the property of the Company and shall not be removed by the Town.

7. The Town agrees, at its own expense, and without assessment or charge against the Company or its property, to construct and maintain bulkheading and fill along the shore of Lake Worth as indicated on the attached plat.

8. As long as the same may be used by the public, The Town shall indemnify the Company and save it harmless from liability for injury or damage to the person or property of any person lawfully using "Area B", "Area C" or "Area D", which injury or damage may have been caused by the operation of a golf course to the east of "Area C". The Town further agrees to erect and maintain a suitable fence or screen at such point or points along the easterly edge of said "Area C" as may prove to be hazardous to operators of vehicles or pedestrians using said "Area C".

9. The Town agrees to maintain the public highway known as Ocean Boulevard, a description of which is contained in the preamble hereto, and the seawall east of said highway, and to protect said seawall, said highway and the lands of the Company lying westerly thereof from erosion or other damage resulting from the surf, either by the installation of groynes or taking other measures, all at the expense of the Town, and without assessment or charge against the Company or its property. It is expressly stipulated that this agreement on the part of the Town is a primary consideration for the execution of this contract by the Company. It is

understood and agreed that the Town shall commence such work with the construction of a minimum of two experimental groynes along the seashore adjacent to the Company's land, and easterly of said highway, at such locations as shall furnish the maximum protection to the highway and to the lands of the Company lying westerly thereof. Such construction shall be started as early in the Spring of 1941 as may be practicable, and shall be completed as soon thereafter as weather conditions will permit.

10. It is expressly understood and agreed that the Town will endeavor to protect said public highway and the lands to the west thereof, and do and perform such things in the protection thereof according to the best engineering principles and experience available, but that the Town does not, by this undertaking, guarantee the effectiveness of such protection, or in any way assume any liability of any nature whatsoever for any damage that may result to said highway or the Company's lands lying westerly thereof because of the failure of said groynes and such other work as shall be necessary or advisable fully to protect said highway or the lands lying westerly thereof.

11. It is further understood and agreed that the performance of the preceding two paragraphs of this Agreement by the Town shall be contingent upon securing the necessary materials and equipment for the prosecution of the work, and the Town shall not be liable for the cessation or interruption of work by acts of God, the inability to secure supplies or equipment because of national emergencies, or other reasons beyond the control of the Town.

12. It is understood that nothing herein contained, and nothing done pursuant to the provisions hereof, shall in any wise destroy or diminish the riparian or littoral rights of the Company, either along Lake Worth or the Atlantic Ocean. "Area A" upon the attached plat is by this Agreement located so that its westerly line is and shall remain throughout the effectiveness of this Agreement (anything in this Agreement, or the plat attached hereto, to the contrary notwithstanding) at least three feet (3') from the shore of Lake Worth. The Town agrees to maintain at all points along the westerly side of "Area A", a strip of land so that the Company shall always be possessed of at least three feet (3') of land lying between the west edge of "Area A" and the waters of Lake Worth. It is understood that neither the Town nor the public shall have any right in the land lying to the west of "Area A", but that such land shall be free and clear of any public easement.

13. The terms hereof shall inure to the benefit of and be binding upon the successors and assigns of the parties named, and wherever either the Company or the Town is referred to herein, the reference shall also apply to its successors and assigns, unless the context be such that it will not so permit.

IN WITNESS WHEREOF, the Town has caused these presents to be executed by its Mayor, attested by its Town Clerk, and its corporate seal to be hereunto affixed, and the Company has caused these presents to be executed by its Vice President, attested by its Assistant Secretary and its corporate seal to be hereunto affixed, all in duplicate, on this the day and year first aforesaid.

Signed, sealed and delivered

in the presence of:

E. Harris Drew.

Elwyn L. Middleton

As to Town of Palm Beach

D. G. Doyle

E. J. Magill

As to Henry L. Doherty & Company, Inc.

(Corporate Seal)

(Corporate Seal)

TOWN OF PALM BEACH,

By Jas. M. Owens, Jr.

Mayor

Attest Edith Walker

Town Clerk.

HENRY L. DOHERTY & COMPANY, INC.,

By Walter L. Brown

Vice President

Attest T. A. Lucchesi

Asst Secretary

DEED BOOK

578

515

515

STATE OF FLORIDA
COUNTY OF PALM BEACH

I HEREBY CERTIFY that on this day personally appeared before me, the undersigned authority, JAS. K. OWENS, JR., and EDITH WALKER, to me well known and known by me to be, respectively, Mayor and Town Clerk of the TOWN OF PALM BEACH, a municipal corporation of the State of Florida; that said persons so appearing before me are the individuals and the officers aforesaid of said municipal corporation described in and who executed the foregoing Agreement; and that then and there said individuals as said officers acknowledged before me that the seal affixed thereto is the official seal of said corporation; that their names officially are by them respectively subscribed thereto, and that said deed was signed, sealed and delivered by said municipal corporation in the presence of two subscribing witnesses pursuant to law, and that the same is the free act and deed of said corporation.

WITNESS my signature and official seal at Palm Beach, in the County of Palm Beach and State of Florida, this 12 day of April 1941.

E. Harris Drew

Notary Public, State of Florida at Large.

My commission expires: 12-26-41
(N. P. Seal)

STATE OF FLORIDA
COUNTY OF DADE

I HEREBY CERTIFY That on this day personally appeared before me, the undersigned authority, Walter L. Brown and T. A. Lucchesi, to me well known and known by me to be, respectively, Vice President and Ass't. Secretary of HENRY L. DOWNEY & COMPANY, INC., a Delaware corporation licensed to do business in the State of Florida; that said persons so appearing before me are the individuals and the officers aforesaid of said corporation described in and who executed the foregoing Agreement; and that then and there said individuals as said officers acknowledged before me that the seal affixed thereto is the official seal of said corporation, that their names officially are by them respectively subscribed thereto, that said Agreement was signed, sealed and delivered by said corporation in the presence of two subscribing witnesses pursuant to law, and the same is the free act and deed of said corporation.

WITNESS my signature and official seal at Coral Gables in the County of Dade and State of Florida, this the 15th day of April, 1941.

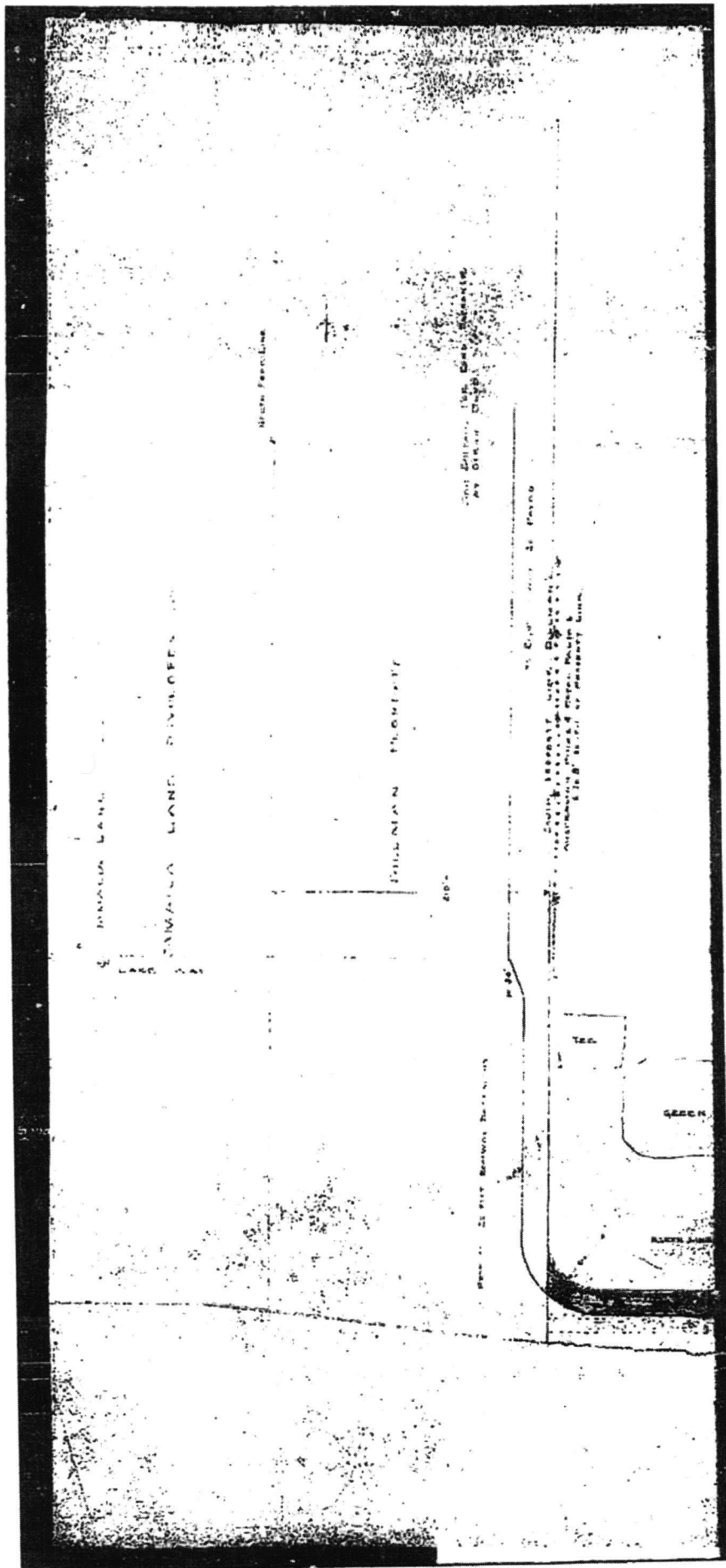
Anne Seaburgh

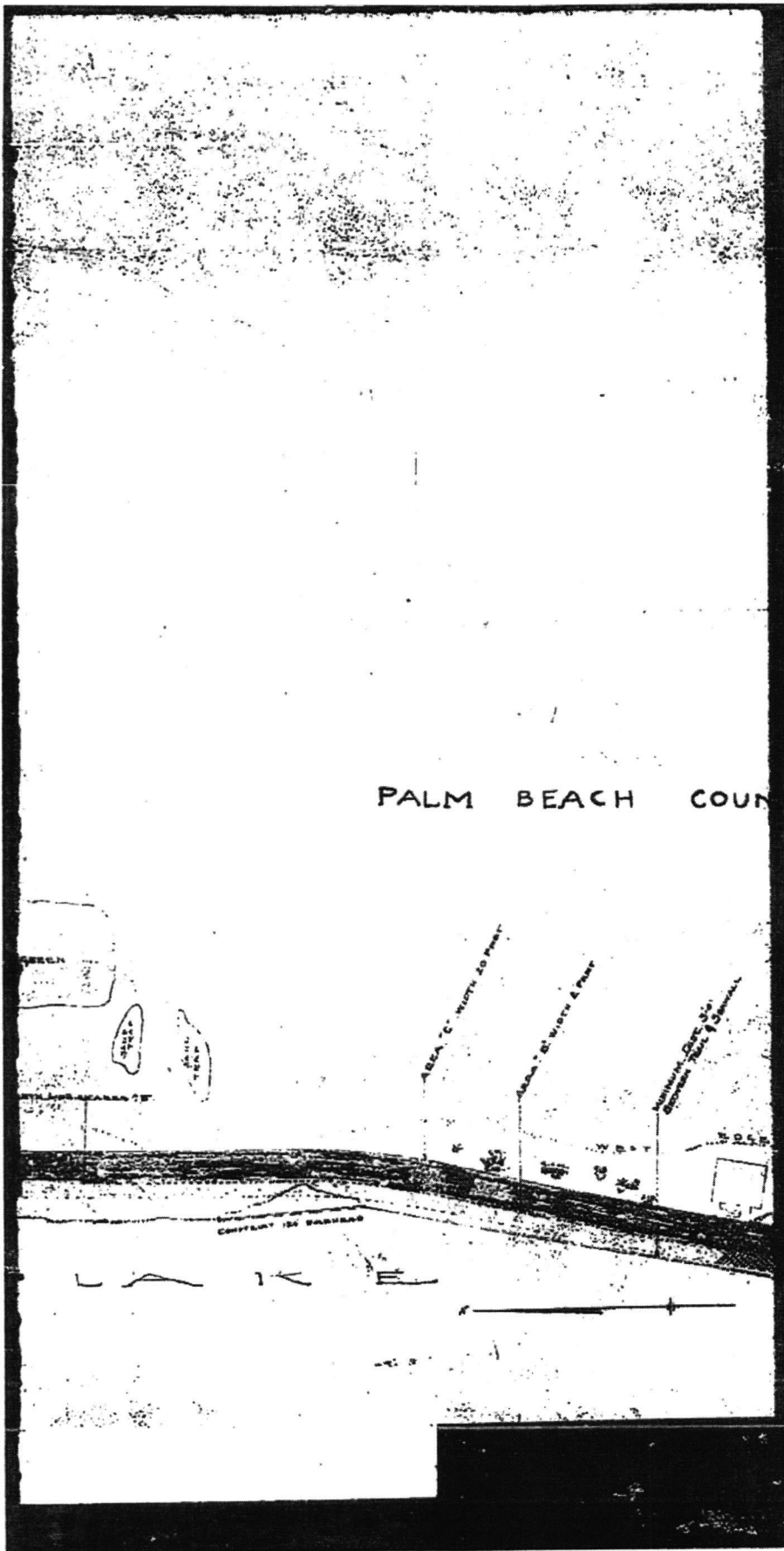
Notary Public, State of Florida
at Large.

My commission expires: 2
Notary Public, State of Florida at Large
My Commission Expires Feb. 2, 1942
(N. P. Seal)

Filed April 25, 1941 at 10:50 A. M. and
recorded in Deed Book 578 at page 509.
J. ALIX ARNETTE, CLERK CIRCUIT COURT,
By Frank P. Johnston D. C.

NEW ENTRY PAGE FOR FILE





TOWN OF PALM BEACH FLORIDA

By John M. Anderson
Mayor

BY: Concetta B. Brown
VICE PRESIDENT

ATTEST: Edith Walker
TOWN CLERK

ATTEST: J. A. [Signature]
Asst. Secretary

LEGRZD

AREA A, NORTH 1/4, P. 24

COVERED END
TOP & EXT COLORED GREEN
COLORED YELLOW

AREA D' WIDTH 24 FEET

COLORADO BLUE

An aerial photograph showing a coastal area. A road runs horizontally across the middle of the frame. To the left of the road, there is a small, light-colored rectangular building. The area to the right of the road is mostly dark and textured, possibly representing vegetation or a field. The top of the image shows a lighter, possibly sandy or paved area. The overall image is in black and white and has a grainy, high-contrast appearance.

SECRET

LOCATION OF THE LAKE TRAIL & THE ADDITIONAL
 THROUGH THE PALM BEACH COUNTRY CLUB &
 CONNECTION THEREWITH: THIS PLAT REFERRED
 PART OF AN AGREEMENT BETWEEN THE TOWN
 OF HENRY L. DOWSETY & CO., INC. DATED April 12-1941

T & CO., INC.

[Signature]

[Signature]

[Signature]

SPECIFICATIONS
 ROADWAY TO HAVE 4" COMPACTED NATIVE ROCK WITH
 1'x12" CONCRETE HEADERS ON EACH SIDE - THE FINISHED
 SURFACE TO BE OILED & SANDED



DEPARTMENT OF PUBLIC WORKS
 TOWN OF PALM BEACH
 MARCH 1941
 1-1

ROCK WITH
 FINISH

CONCRETE CURB

TOWN OF PALM BEACH

Town Council Meeting on: November 12, 2019

Section of Agenda

Regular Agenda - New Business

Agenda Title

Discussion Regarding Modification of Town Code to Prohibit Dogs on Beaches Between Wells Road and Sunset Avenue

Presenter

Jay Boodheswar, Deputy Town Manager

ATTACHMENTS:

- ▣ **Memorandum Dated October 24, 2019, from Jay Boodheshwar, Deputy Town Manager**

TOWN OF PALM BEACH

Information for Special Town Council Meeting on: November 12, 2019

To: Mayor and Town Council

Via: Kirk Blouin, Town Manager

From: Jay Boodheshwar, Deputy Town Manager

Re: Discussion Regarding Modification of Town Code to Prohibit Dogs on Beaches Between Wells Road and Sunset Avenue

Date: October 24, 2019

STAFF RECOMMENDATION

Staff recommends Town Council review the following information and provide direction to staff, relative to modifying the Town Code to prohibit dogs on beaches between Wells Road and Sunset Avenue.

GENERAL INFORMATION

At the July 11, 2019, Special Town Council meeting, staff was directed to research the existing Town Code and present information at the November 12, 2019, Council meeting on how the Code could be modified to expand the “no dogs” rule up to Wells Road.

Regulations regarding dogs on beaches are addressed in sections 10-43 and 74-191 of the Town Code. Section 10-43 prohibits running at large anywhere within the Town, without owner consent, but provides for certain exceptions. Section 74-191 identifies the public beach areas where dogs and other animals are prohibited. Staff has marked up the appropriate areas of the code that could be modified to expand the “no dogs” rule to Wells Road. Please see below and provide direction.

Sec. 10-43. - Running at large prohibited.

No dog shall run at large within the town or upon the property other than that of its owner unless the dog is running on property other than that of its owner with the express or implied consent of the owner of the property. An exception shall apply to allow dogs to run unleashed on the public beaches of the town, unless otherwise prohibited under section 74-191, where said dogs are clearly under the command of their owner or handler and where the dog is not creating a nuisance to other animals or persons using the public beach. For purposes of this section, public beaches means that area abutting the Atlantic Ocean or Lake Worth consisting of predominately sand, whether below or above the high mean water mark.

Sec. 74-191. - Animals prohibited.

No person shall take any animal upon those certain public beaches within the town identified herein or in the surf adjacent to any such public beach within the town. Said beaches shall include the Phipps Park beach, the public beach from Royal Palm Way south to

Gulfstream Road, the Clarke Avenue beach from Barton to Seaspray, and the beach from Sunset Avenue to Wells Road.

TOWN ATTORNEY REVIEW

The Town Attorney will draft an ordinance to modify the pertinent sections of the Town Code if Council wishes to move forward with a change. Said ordinance will be presented for first reading at the December 10, 2019, Town Council meeting.

cc: Department Directors
Ben Alma, Support Services Manager

TOWN OF PALM BEACH

Town Council Meeting on: November 12, 2019

Section of Agenda

Ordinances - First Reading

Agenda Title

ORDINANCE NO. 39-2019 An Ordinance of The Town Council of the Town of Palm Beach, Palm Beach County, Florida, Amending Chapter 82 of the Town Code of Ordinances Relating to Personnel, At Article II, Employee Benefits, Division 2, Retirement System; Amending Subdivision I, in General, by Amending Section 82-54, Credited Service; Loss of Credited Service; Reinstatement of Credited Service.; Amending Subdivision II, Reserve Accounts, by Amending Section 82-80, Member Contributions; Amending Subdivision III, Firefighters, by Amending Section 82-94, Retirement Age and Service Conditions for Firefighters; Providing for Severability; Providing for Repeal of Ordinances in Conflict; Providing for Codification; Providing an Effective Date.

Presenter

Danielle Olson, Director of Human Resources

ATTACHMENTS:

- ▣ **Memorandum dated October 14, 2019, from Danielle Olson, Director of Human Resources**
- ▣ **Ordinance No. 39-2019**

TOWN OF PALM BEACH

Information for Town Council Meeting on: November 12, 2019

To: Mayor and Town Council

Via: Kirk Blouin, Town Manager

From: Danielle Olson, Director of Human Resources

Re: **Ordinance No. 39-2019** - Amendment of Chapter 82 of the Town Code of Ordinances Relating to Personnel, Article II, Employee Benefits, Division 2, Retirement System

Date: October 14, 2019

STAFF RECOMMENDATION

Staff recommends approval of the first reading of Ordinance 39-2019 amending Chapter 82 of Town Code of Ordinances. These changes relate to the benefits for bargaining unit Firefighters in accordance with the recently ratified agreement between the Town and Local 2928 and the Town Council's recent directive during the Compensation and Benefits Study.

GENERAL INFORMATION

Pursuant to the directives received from Town Council during the recent Compensation and Benefits Study, the amendments presented herein changes the following:

- member contribution to 8.5% for bargaining unit firefighters, effective the first pay period after December 14, 2019 (following the second reading and adoption of this ordinance); and
- Part B normal retirement age for bargaining unit firefighters to age 55 with 10 years of service or age 52 with 25 years of service, effective November 2, 2019.

This ordinance also provides clarification language and application of consistent practices associated with benefits currently allowable within the Code. This includes allowing public safety members who currently elect to purchase service to do so in the same manner as general members removing the requirement for prior military service. The attorney representing the Town's Retirement Board of Trustees has amended this ordinance to comply with the changes described herein.

FUNDING/FISCAL IMPACT

The actuary for the Town's Retirement Plan will produce the required financial impact statement following first reading of this ordinance and it will be provided upon the second reading of this ordinance at the regular meeting of the Town Council in December.

ATTORNEY REVIEW

The ordinance has been prepared and reviewed by counsel with Lewis, Longman & Walker P.A., for legal form and sufficiency.

ORDINANCE NO. 39-2019

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, AMENDING CHAPTER 82 OF THE TOWN CODE OF ORDINANCES RELATING TO PERSONNEL, AT ARTICLE II, EMPLOYEE BENEFITS, DIVISION 2, RETIREMENT SYSTEM; AMENDING SUBDIVISION I, IN GENERAL, BY AMENDING SECTION 82-54, CREDITED SERVICE; LOSS OF CREDITED SERVICE; REINSTATEMENT OF CREDITED SERVICE.; AMENDING SUBDIVISION II, RESERVE ACCOUNTS, BY AMENDING SECTION 82-80, MEMBER CONTRIBUTIONS; AMENDING SUBDIVISION III, FIREFIGHTERS, BY AMENDING SECTION 82-94, RETIREMENT AGE AND SERVICE CONDITIONS FOR FIREFIGHTERS; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT; PROVIDING FOR CODIFICATION; PROVIDING AN EFFECTIVE DATE.

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

Section 1. The Code of Ordinances of the Town of Palm Beach is hereby amended at Chapter 82, Personnel; Article II, Employee Benefits; Division 2, Retirement System; Subdivision I. – In General; by amending Section 82-54 to read as follows:

Sec. 82-54. - Credited service; loss of credited service; reinstatement of credited service.

* * *

(d) Unless otherwise prohibited by law, a vested member who has not purchased service credit under section 82-64, may purchase years or fractional parts of years of service to be added to years of credited service provided that:

(1) The member contributes to the retirement system the sum that would have been contributed, based on the applicable employee contribution rate in effect at the time that the credited service is requested for the years or fractional parts of years for which the credit is requested, plus payment of costs for all professional services rendered to the board in connection with the purchase of years of credited service, plus the amount actuarially determined so that the crediting of service does not result in any costs to the retirement system.

(2) Payment by the member of the required amount may be made within six months of the request for credit and in one lump sum payment, or over a period equal to the length of time being purchased or five years, whichever is less, at an interest rate which is equal to the interest rate determined under section 82-65. No

credit shall be given for any service until all years of service which are to be purchased, have been purchased.

(3) The credited service purchased under this section shall count for all purposes except vesting. No more than five years of credited service may be purchased.

(4) If a member who is in the process of purchasing service terminates before completing the purchase, the unpaid purchase price due from the former member may be set-off against benefits payable to the former member.

(5) A purchase of service may be made no more than three times during the course of employment and no purchase may be made until any previous purchase is fully paid.

~~(6) Purchases of service by members of benefit group firefighter may only be based upon actual prior service as a firefighter or service in the military and purchases of service by a member of benefit group police officer may only be based upon actual prior service as a police officer or service in the military.~~

(7) Rollovers from qualified plans. A member may roll over all or part of his or her assets in another qualified plan, that constitutes an eligible rollover distribution, to purchase service under this section, provided all of the following requirements are met:

- a. Some or all of the amount distributed from the other plan is rolled over to this plan no later than the 60th day after distribution was made from such plan.
- b. The amount rolled over to this plan does not include any amounts contributed by the member to such plan on a post-tax basis.
- c. The rollover is made in cash.
- d. The member certifies that the distribution is eligible for a rollover.
- e. Amounts which are accepted as a rollover to this retirement system shall be fully vested at all times.

(8) The rollover may also be made from individual retirement accounts qualified under Internal Revenue Code section 408.

(9) Amounts rolled over may be segregated from other retirement plan assets.

(10) In addition, the retirement system may accept the direct transfer of a member's account from another qualified retirement plan to purchase service. The retirement system shall account for direct transfers in the same manner as a rollover and shall obtain certification from the member that the amounts are eligible for a rollover or direct transfer to this retirement system.

Section 2. The Code of Ordinances of the Town of Palm Beach is hereby amended at Chapter 82, Personnel; Article II, Employee Benefits; Division 2, Retirement

System; Subdivision II. – Reserve Accounts; by amending Section 82-80 to read as follows:

Sec. 82-80. – Reserve for member contributions.

* * *

(d) Notwithstanding the provisions of subsection (c) above:

- (1) The member contribution rate for benefit group police officer members and non-bargaining unit benefit group firefighter members who were employed but did not attain normal retirement eligibility based on credited service as of May 1, 2012, excluding credited service purchased pursuant to section 82-54, and benefit group police officer members and non-bargaining unit benefit group firefighter members hired on or after May 1, 2012, effective the first full pay period after October 1, 2016 shall be ten percent of compensation. The member contribution rate for such members shall be subject to adjustment the first full pay period following October 1, 2017 and the first full pay period following October 1, 2018 based on the investment performance of the retirement system, as set forth in subsection (e) below. Effective the first full pay period after October 1, 2019, the member contribution rate for benefit group police officer members and non-bargaining unit benefit group firefighter members shall be eight and one-half percent of compensation. Effective the pay period beginning December 14, 2019, the member contribution rate for bargaining unit benefit group firefighter members shall be eight and one-half percent of compensation.

* * *

Section 3. The Code of Ordinances of the Town of Palm Beach is hereby amended at Chapter 82, Personnel; Article II, Employee Benefits; Division 2, Retirement System; Subdivision III. – Firefighters; by amending Section 82-94 to read as follows:

Sec. 82-94. – Retirement age and service conditions for firefighters.

* * *

(b) The age and service conditions for normal retirement are as follows:

- (1) Members who attained normal retirement eligibility based on credited service as of May 1, 2012, excluding credited service purchased pursuant to section 82-54, and who were employed by the town and not participating in the DROP on that date, shall be eligible for normal retirement upon attaining age 50 with ten or more years of credited service; or when the member's age to last completed month plus credited service totals 65 years or more and the member has ten or more years of credited service; or when the member has 20 or more years of credited service.
- (2) Members who did not attain normal retirement eligibility based on credited service as of May 1, 2012, excluding credited service purchased pursuant to section 82-54, and who were employed by the town and not participating in the

DROP on that date, shall be eligible for normal retirement upon attaining age 50, or when the member's age to last completed month plus credited service totals 65 years or more, or upon completion of 20 years of credited service regardless of age, and upon such retirement shall be eligible to receive the frozen accrued benefit based on credited service and average final compensation on April 30, 2012. Such members shall be eligible to receive the accrued benefit based on credited service on and after May 1, 2012 upon attaining age 65 with ten or more years of credited service.

- (3) Members hired on or after May 1, 2012, shall be eligible for normal retirement upon attaining age 65 with ten or more years of credited service.
- (4) Notwithstanding the provisions of paragraphs (2) and (3) above, effective October 1, 2016, non-bargaining unit members who did not attain normal retirement eligibility based on credited service as of May 1, 2012, excluding credited service purchased pursuant to section 82-54, and who were employed by the town and not participating in the DROP on that date, and non-bargaining unit members hired on or after May 1, 2012, shall be eligible to receive the accrued benefit based on credited service on and after May 1, 2012 upon attaining age 56 with ten or more years of credited service. The provisions of this paragraph shall apply to non-bargaining unit members who are participating in the DROP on October 1, 2016, and to non-bargaining unit members who retire or enter the DROP on or after that date, but shall not apply to non-bargaining unit members who retired or separated from employment before October 1, 2016.
- (5) Notwithstanding the provisions of paragraphs (2) and (3) above, effective August 12, 2017 bargaining unit members who did not attain normal retirement eligibility based on credited service as of May 1, 2012, excluding credited service purchased pursuant to section 82-54, and who were employed by the town and not participating in the DROP on that date, and bargaining unit members hired on or after May 1, 2012, shall be eligible to receive the accrued benefit based on credited service on and after May 1, 2012 upon attaining age 56 with ten or more years of credited service.
- (6) Notwithstanding the provisions of paragraphs (2), (3) and (4) above, effective October 1, 2019, non-bargaining unit members who did not attain normal retirement eligibility based on credited service as of May 1, 2012, excluding credited service purchased pursuant to section 82-54, and who were employed by the town and not participating in the DROP on that date, and non-bargaining unit members hired on or after May 1, 2012, shall be eligible to receive the accrued benefit based on credited service on and after May 1, 2012 upon attaining age 55 with ten or more years of credited service, or age 52 with 25 years of credited service. The preceding sentence shall apply to non-bargaining unit members who are participating in the DROP on October 1, 2019, and to non-bargaining unit members who retire or enter the DROP on or after that date, but shall not apply to members who retired or separated from employment before October 1, 2019.

- (7) Notwithstanding the provisions of paragraphs (2), (3) and (5) above, effective November 2, 2019, bargaining unit firefighter members who did not attain normal retirement eligibility based on credited service as of May 1, 2012, excluding credited service purchased pursuant to section 82-54, and who were employed by the town and not participating in the DROP on that date, and bargaining unit firefighter members hired on or after May 1, 2012, shall be eligible to receive the accrued benefit based on credited service on and after May 1, 2012 upon attaining age 55 with ten or more years of credited service, or age 52 with 25 years of credited service. The preceding sentence shall apply to bargaining unit firefighter members who are participating in the DROP on November 2, 2019, and to bargaining unit firefighter members who retire or enter the DROP on or after that date, but shall not apply to members who retired or separated from employment before November 2, 2019.

* * *

Section 4. Severability.

If any provision of this Ordinance or the application thereof is held invalid, such invalidity shall not affect the other provisions or applications of this Ordinance which can be given effect without the invalid provisions or applications, and to this end the provisions of this Ordinance are hereby declared severable.

Section 5. Repeal of Ordinances in Conflict.

All other ordinances of the Town of Palm Beach, Florida, or parts thereof which conflict with this or any part of this Ordinance are hereby repealed.

Section 6. Codification.

This Ordinance shall be codified and made a part of the official Code of Ordinances of the Town of Palm Beach.

Section 7. Effective Date.

This Ordinance shall take effect immediately upon its passage and approval, as provided by law.

PASSED AND ADOPTED in a regular, adjourned session of the Town Council of the Town of Palm Beach on first reading this ____ day of _____, 2019, and for second and final reading on this ____ day of _____, 2019

Gail L. Coniglio, Mayor

Danielle H. Moore, Town Council President

Margaret A. Zeidman, Council President Pro Tem

Julie Araskog, Town Council Member

Lewis S.W. Crampton, Town Council Member

ATTEST:

Kathleen Dominguez, CMC, Town Clerk

Bobbie Lindsay, Town Council Member