



TOWN OF PALM BEACH

Town Manager's Office

TOWN COUNCIL MEETING

TOWN HALL
COUNCIL CHAMBERS-SECOND FLOOR
360 SOUTH COUNTY ROAD

AGENDA

NOVEMBER 12, 2013

9:30 AM

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

I. CALL TO ORDER AND ROLL CALL

Mayor Gail L. Coniglio
David A. Rosow, President
Robert N. Wildrick, President Pro Tem
William J. Diamond
Richard M. Kleid
Michael J. Pucillo

II. INVOCATION AND PLEDGE OF ALLEGIANCE

III. COMMENTS OF MAYOR GAIL L. CONIGLIO

IV. COMMENTS OF TOWN COUNCIL MEMBERS AND TOWN MANAGER

V. COMMUNICATIONS FROM CITIZENS - 3 MINUTE LIMIT PLEASE

(Another opportunity will be offered immediately after the lunch break.)

VI. APPROVAL OF AGENDA

VII. CONSENT AGENDA

A. MINUTES

1. MINUTES: OCTOBER 8, 2013
Approval of the Minutes of the Regular Town Council Meeting
Susan A. Owens, Town Clerk

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2. MINUTES: OCTOBER 9, 2013 Page 24
Approval of the Minutes of the Regular Town Council Meeting
Susan A. Owens, Town Clerk
3. Approval of Major Matters Considered by the Architectural Commission at its Meeting of October 23, 2013. Page 39
John Page, Director of Planning, Zoning, and Building

B. RESOLUTIONS

1. RESOLUTION NO. 165-2013 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving an Agreement by and Between the Palm Beach County Supervisor of Elections and the Town of Palm Beach Relating to Vote Processing Equipment Use and Election Services; Providing an Effective Date. Page 57
Susan A. Owens, Town Clerk
2. RESOLUTION NO. 179-2013 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Waiving the Requirement for a Formal Sealed Bid, Awarding RFQ No. 18-2014 and Approving a Contract in the Amount of \$26,249, to Cool Breeze Air Corp., for Replacement of the Air Conditioning Unit in Town Hall, and Establishing a Project Budget of \$30,000. Page 73
H. Paul Brazil, Director of Public Works
3. RESOLUTION NO. 180-2013 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving Purchase Orders to Universal Electric of Florida, Inc., and C. R. Dunn, Inc., for FY2014 Electrical Maintenance and Repair Services, in a Cumulative Total Amount Not-to-Exceed \$154,000. Page 79
H. Paul Brazil, Director of Public Works
4. RESOLUTION NO. 181-2013 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving a Purchase Order in the Amount of \$9,770, to Kimley-Horn and Associates, Inc., for Design Phase Engineering Services for the Pump Replacements at the A-6 Pump Station, and Establishing a Design Phase Engineering Services Budget of \$12,000. Page 83
H. Paul Brazil, Director of Public Works
5. RESOLUTION NO. 182-2013 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving a Purchase Order in an Amount Not-to-Exceed \$81,655 to ACF Power Systems, LLC of Tampa, Florida, for the Purchase of a Baldor 300-KW Generator for the D-17 Storm Water Pump Station. Page 90
H. Paul Brazil, Director of Public Works
6. RESOLUTION NO. 183-2013 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Awarding Bid No. 2014-07 and a Construction Contract to Man-Con Incorporated, for the Island Drive Pavement Repair and Resurfacing, in the Amount of Page 105

\$237,308.75, and Establishing a Total Construction Phase Budget of \$260,000.

H. Paul Brazil, Director of Public Works

7. RESOLUTION NO. 184-2013 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving a Purchase Order in the Amount of \$78,064.33 to Kimley-Horn and Associates, Inc., for Professional Engineering Services Associated with Groundwater Monitoring at the Town's Vegetative Landfill Sites, and Establishing a Project Budget of \$80,000. Page 116

H. Paul Brazil, Director of Public Works

8. RESOLUTION NO. 185-2013 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving Purchase Orders to Duncan Technologies, Inc., for the Purchase of Parking Meter Hardware and Software, in a Cumulative Total Amount Not-to-Exceed \$52,900. Page 125

H. Paul Brazil, Director of Public Works

9. RESOLUTION NO. 186-2013 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Awarding a Contract Extension to GSky Plant Systems, Inc., in the Amount of \$26,172.20, and Establishing a Project Budget of \$27,481 for the Maintenance of the Living Wall on Worth Avenue. Page 132

H. Paul Brazil, Director of Public Works

10. RESOLUTION NO. 187-2013 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving a Purchase Order in the Amount of \$190,279, to Palm Peterbilt Truck Centers, Inc., For the Purchase of One Peterbilt 320 Cab and Chassis with 20 CY Rear Load Packer Body, on FSA Contract 13-11-0904, and Establishing an Overall Budget of \$194,000. Page 137

H. Paul Brazil, Director of Public Works

11. RESOLUTION NO. 188-2013 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving a Purchase Order in the Amount of \$88,762 to Rechten International, for the Purchase of One International Workstar Cab and Chassis, and Approving a Purchase Order in the Amount of \$224,861.90 to Container Systems and Equipment Co., Inc., for the Purchase of One Super Products Camel 200 Combination Sewer Cleaning Vacuum Body Unit, on FSA Contract No. 13-11-0904, and Establishing a Total Budget of \$316,000. Page 140

H. Paul Brazil, Director of Public Works

12. RESOLUTION NO. 189-2013 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving a Purchase Order in the Amount of \$60,510 to Kelly Tractor, for the Purchase of One Caterpillar 277D Multi-Terrain Skidsteer Loader and Attachments, on FSA Contract No. 13-11-0904, and Establishing an Overall Budget of \$65,000. Page 144

H. Paul Brazil, Director of Public Works

13. RESOLUTION NO. 190-2013 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving a Purchase Order in the Amount of \$96,336 to Duval Ford, for the Purchase of One Ford F450 Cab and Chassis with an Altec AT30 Bucket Unit, on FSA Contract No. 13-11-0904, and Establishing an Overall Budget of \$99,000. Page 147
H. Paul Brazil, Director of Public Works
14. RESOLUTION NO. 191-2013 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving a Purchase Order in the Amount of \$162,188 to Rechten International, for the Purchase of One International Durastar Cab and Chassis With a Peterson RS3 Loader Body, on FSA Contract No. 13-11-0904, and Establishing an Overall Budget of \$165,000. Page 150
H. Paul Brazil, Director of Public Works
15. RESOLUTION NO. 192-2013 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving Two Purchase Orders to Duval Ford, One for the Purchase of a Ford Pickup Truck in the Amount of \$26,896 and One for the Purchase of a Ford E250 Cargo Van in the Amount of \$21,317, on FSA Contract No. 13-21-0904, and Establishing an Overall Budget of \$51,000. Page 153
H. Paul Brazil, Director of Public Works
16. RESOLUTION NO. 193-2013 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving a Purchase Order in the Amount of \$32,957 to Applied Technology & Management, Inc., for State of Florida Department of Environmental Protection Palm Beach Island Beach Management Agreement Required Turbidity Monitoring Services for the FY2014 Mid-Town Beach Nourishment Project, and Establishing a Turbidity Monitoring Task Budget of \$35,000. Page 156
H. Paul Brazil, Director of Public Works

C. OTHER

1. Authorization to Execute Stipulated Settlement Agreement with Palm Beach County and Solid Waste Authority re: Permits and Variances for Town's Yard Trash Landfills at Okeechobee Boulevard and Skees Road. Page 163
Peter B. Elwell, Town Manager
2. Authorization for Staff to Proceed with the Assessment Process for the Streetscape Project in the 400 Block of Peruvian Avenue. Page 216
Thomas G. Bradford, Deputy Town Manager
3. Approval of Selection Committee for RFP No. 2014-09, Lease of Town-Owned Properties. Page 219
Jay Boodheshwar, Director of Recreation and Special Projects
4. Authorization to Issue RFQ for Construction Manager at Risk Continuing Services. Page 222
H. Paul Brazil, Director of Public Works

VIII. BOARD/COMMISSION ANNUAL REPORT

- A. Annual Report of the Planning and Zoning Commission. Page 225
C. Tanner Rose, Chair
Request for Deferral (of items A, B, and C) to the November 13, 2013, Town Council Meeting Per Email Dated November 5, 2013, from Peter B. Elwell, Town Manager.
John Page, Director of Planning, Zoning, and Building
- B. Future of the Planning and Zoning Commission. Page 231
Deferred from the June 11, 2013, Town Council Meeting.
John Page, Director of Planning, Zoning, and Building
- C. Proposed Study Items for 2014. Page 232
John Page, Director of Planning, Zoning, and Building

IX. REGULAR AGENDA

A. Old Business

1. Flagler Memorial Bridge Project Update. Page 233
Pete Nissen, New Millennium Engineering
2. Town Hall Square Restoration Project Update. Page 234

a. RESOLUTION NO. 195-2013 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving a Purchase Order in an Amount of \$125,000, to Bridges, Marsh & Associates, for the Town Hall Square Restoration Project, and Establishing a Preliminary Design Phase Budget of \$130,000.
H. Paul Brazil, Director of Public Works

B. New Business

1. **Resolutions for the Issuance of Bonds** Page 266

A. RESOLUTION NO. 194-2013 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Authorizing the Issuance of Not Exceeding \$59,000,000 Town of Palm Beach, Florida Public Improvement Revenue Bonds in One or More Series for the Purpose of Financing All or a Portion of the Cost of Acquiring, Constructing, Renovating and Equipping of Components of its Capital Improvement Plan, Including, but Not Limited To, Drainage, Sanitary Sewer, Water System, Street Lighting, Street, Traffic Signal, Curb, Gutter, Sidewalk, Park, Town Hall Square and Par 3 Golf Course Improvements and Related Capital Improvements and Coastal Management Program, Including, but Not Limited To, Sea Wall Replacements, Groin Rehabilitation and Related Capital Improvements; Authorizing and Directing the Town Manager or the Finance Director 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 Finance Director 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. 196-2013 A Resolution Of The Town Council Of The Town Of Palm Beach, Palm Beach County, Florida, Supplementing Town Resolution No. 194-2013 To Authorize The Negotiated Sale Of Town Of Palm Beach, Florida Public Improvement Revenue Bonds, Series 2013 (Capital Improvement And Coastal Management Program); Approving The Form Of And Authorizing The Distribution Of A Preliminary Official Statement In Connection With The Series 2013 Bonds; Authorizing The Execution And Delivery Of An Official Statement In Connection With The Offering Of The Series 2013 Bonds; Authorizing The Execution And Delivery Of A Bond Purchase Agreement; Requiring Compliance Within Certain Statutory Requirements; Authorizing The Purchase Of A Bond Insurance Policy And/Or Reserve Account Credit Facility If Deemed Cost Effective; Authorizing And Directing The Town Manager And Finance Director To Determine Certain Other Details Of Said Series 2013 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 2013 Bonds; And Providing For An Effective Date.

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Jane Struder, Director of Finance

2. Consideration of Additional Funding for the Interlocal Agreement to Jointly Pursue a Complaint against Florida Public Utilities Company (FPUC) for Non-Payment of Franchise Fees. Page 376

Thomas G. Bradford, Deputy Town Manager

3. Town Hall Audio/Visual System and Potential Televising of Town Council Meetings. Page 379

H. Paul Brazil, Director of Public Works

4. Update re: U.S. Army Corps of Engineers Proposed Deepening and Widening Project for Lake Worth Inlet and Port of Palm Beach. Page 382

H. Paul Brazil, Director of Public Works

5. Harbour House Request for (a) Waiver to Town Code for Construction During Season and (b) Temporary Use of Phipps Ocean Park Beach Access. Page 385

H. Paul Brazil, Director of Public Works

6. Annual Report Re: Delinquent Accounts. Page 390

Jane Struder, Director of Finance

X. ORDINANCES

A. Second Reading

1. ORDINANCE NO. 20-2013 An Ordinance of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Amending the Town Code of Ordinances at Chapter 134, Zoning; Article X, On-Street Parking Permits; Division 2, Residential Districts; Section 134-2296, Issuance of Special Parking Permits upon Application, to Include a New Subparagraph (D) to Provide for the Issuance of Temporary Group Permits; Amending Division 3, Residential Districts Adjacent to Commercial Districts; Section 134- 2328, Temporary Group Permits, to Provide for an Application Fee; Providing for Severability; Providing for Repeal of Ordinances in Conflict; Providing for Codification; Providing an Effective Date.

Request for Deferral to the February 11, 2014, Town Council Meeting Per Memo Dated September 27, 2013, from Thomas G. Bradford, Deputy Town Manager.

Thomas G. Bradford, Deputy Town Manager

XI. ANY OTHER MATTERS

XII. ADJOURNMENT

PLEASE TAKE NOTE:

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

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

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

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

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

Note 6: A summary of the actions taken at Town Council meetings can be viewed on the Town's website after 5 p.m. on the Friday following the Town Council meeting.

PROCEDURES FOR PUBLIC PARTICIPATION

Citizens desiring to address the Town Council should proceed toward the public microphones

when the applicable agenda item is being considered to enable the Town Council President to acknowledge you.

PUBLIC HEARINGS:

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

COMMUNICATIONS FROM CITIZENS:

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

OTHER AGENDA ITEMS:

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

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

**Town of Palm Beach
Meeting Schedule**

11/6/13

Tue 11/12/2013 09:00 AM	Veterans Day Ceremony	Wall of Honor-Memorial Park
Tue 11/12/2013 09:30 AM	Town Council Meeting	Council Chambers
Wed 11/13/2013 09:30 AM	Town Council Meeting-Development Review Matters	Council Chambers
Wed 11/13/2013 01:00 PM	Town Council Meeting - PUD 5	Society of the Four Arts Auditorium
Fri 11/15/2013 09:00 AM	Architectural Commission Meeting	Council Chambers
Tue 11/19/2013 09:30 AM	Planning and Zoning Commission Meeting	Council Chambers
Wed 11/20/2013 09:30 AM	Landmarks Preservation Commission Meeting	Council Chambers
Thu 11/21/2013 02:00 PM	Code Enforcement Board Meeting	Council Chambers
Fri 11/22/2013 09:00 AM	Retirement Board of Trustees Meeting	Council Chambers
Fri 11/22/2013 02:00 PM	Investment Advisory Committee Meeting	Council Chambers
Mon 11/25/2013 09:00 AM	Shore Protection Board Meeting	Council Chambers
Thu 11/28/2013 04:00 AM	THANKSGIVING DAY	TOWN HALL CLOSED
Fri 11/29/2013 04:00 AM	DAY AFTER THANKSGIVING	TOWN HALL CLOSED

Mon 12/02/2013 05:30 PM	Holiday Tree Lighting	Bradley Park
Tue 12/03/2013 05:30 PM	Holiday Tree Lighting	South County Road
Tue 12/03/2013 06:29 PM	Holiday Tree Lighting	Worth Avenue
Tue 12/10/2013 09:30 AM	Town Council Meeting	Council Chambers
Wed 12/11/2013 09:30 AM	Town Council Meeting-Development Review Matters	Council Chambers
Thu 12/12/2013 09:00 AM	Architectural Commission Meeting	Council Chambers
Tue 12/17/2013 09:30 AM	Planning and Zoning Commission Meeting	Council Chambers
Wed 12/18/2013 09:30 AM	Landmarks Preservation Commission Meeting	Council Chambers
Thu 12/19/2013 02:00 PM	Code Enforcement Board Meeting	Council Chambers
Tue 12/24/2013 04:00 AM	CHRISTMAS EVE	TOWN HALL CLOSED
Wed 12/25/2013 04:00 AM	CHRISTMAS DAY	TOWN HALL CLOSED
Tue 12/31/2013 04:00 AM	NEW YEAR'S EVE	TOWN HALL CLOSED

TOWN OF PALM BEACH

Town Council Meeting on: November 12, 2013

Section of Agenda

Minutes

Agenda Title

MINUTES: OCTOBER 8, 2013

Approval of the Minutes of the Regular Town Council Meeting

Presenter

Supporting Documents

- Minutes of the Regular Town Council Meeting Held on October 8, 2013

**MINUTES OF THE REGULAR TOWN COUNCIL MEETING
HELD ON TUESDAY, OCTOBER 8, 2013**

I. CALL TO ORDER AND ROLL CALL

The Regular Town Council meeting was called to order on Tuesday, October 8, 2013, at 9:30 a.m., in the Town Council Chambers. On roll call, all of the elected officials were found to be present.

II. INVOCATION AND PLEDGE OF ALLEGIANCE

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

III. PRESENTATIONS

**A. Update on Royal Poinciana Theatre
[Pamela Stark Thomas and Adam Munder]**

Adam Munder, Sterling Organization, reported that they have worked through the major issues with the National Arts Institute, and that a lease should be signed within the next two weeks.

B. Presentations by Applicants for the Planning and Zoning Commission

The following applicants made presentations to the Town Council:

- Alan S. Golboro
- Thomas Greenbaum
- Kevin J. Kenny
- Martin I. Klein

**C. Demonstration of Town's New Website
[Jay Boodheshwar, Director of Recreation and Special Projects]**

Director Boodheshwar provided a presentation on the new website's layout, features, and services.

Mayor Coniglio requested that everyone tell their friends to sign up for the “Stay Informed” feature on the new website.

IV. COMMENTS OF MAYOR GAIL L. CONIGLIO

Mayor Coniglio presented Town Manager Elwell with his 25 Years of Service Award.

Mayor Coniglio also requested that everyone remain polite when the coastal financing items come up for discussion.

V. COMMENTS OF TOWN COUNCIL MEMBERS AND TOWN MANAGER

Council President Pro Tem Wildrick requested that the Planning & Zoning Commission study the effects that the number of new and expanding restaurants has had on the established restaurants in Town and on maintaining our small Town character.

VI. COMMUNICATIONS FROM CITIZENS – 3 MINUTE LIMIT PLEASE

Eric Gilbertson, 151 Chilean Avenue, spoke regarding pensions and property taxes.

John Corey, 327 Barton Avenue, spoke regarding the new website, the pedestrian crossing at Cocoanut Row and Royal Palm Way, and installing a bike rack at Town Hall.

Gregg Beletsky, Ralph Lauren General Manager and Worth Avenue Association President, spoke regarding the “Turtle Tuesdays” beach clean ups.

VII. APPROVAL OF AGENDA

Council President Rosow announced that Item No. IX.A.2, Coastal Financing Options, would be heard at 1:30 p.m.

Motion was made by Council Member Diamond, and seconded by Council Member Pucillo, to approve the Agenda. On roll call, the motion carried unanimously.

VIII. CONSENT AGENDA

Motion was made by Council Member Diamond, and seconded by Council Member Pucillo, to approve the Consent Agenda. On roll call, the motion carried unanimously.

A. MINUTES

1. MINUTES: SEPTEMBER 10, 2013

Approval of the Minutes of the Town Council Meeting.

2. MINUTES: SEPTEMBER 10, 2013

Approval of the Minutes of the Special Town Council Meeting.

3. MINUTES: SEPTEMBER 11, 2013
Approval of the Minutes of the Town Council Meeting.
4. MINUTES: SEPTEMBER 11, 2013
Approval of the Minutes of the Special Town Council Meeting.
5. MINUTES: SEPTEMBER 18, 2013
Approval of the Minutes of the Special Town Council Meeting.
6. Approval of Major Matters Considered by the Architectural Commission at its Meeting on September 25, 2013.

B. RESOLUTIONS

1. RESOLUTION NO. 164-2013 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 \$47,000 to Murphy Stillings, LLC, To Provide Historic Preservation Consulting Services, Establishing a Budget for Said Services, and Authorizing the Town Manager to Take Actions Necessary to Complete Said Services. [John Page, Director of Planning, Zoning, and Building]
2. RESOLUTION NO. 166-2013 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Awarding RFP No. 2013-44 to Citigroup Global Markets, Inc. as Sole Senior Manager for Debt Underwriting Services. [Jane Struder, Director of Finance]
3. RESOLUTION NO. 167-2013 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving the Purchase of Additional Eden Software Modules for FY14 from Tyler Technologies in the Amount of \$71,460 and Establishing a Project Budget of \$75,000 and Authorizing the Town Manager to Execute the Purchases on Behalf of the Town. [Thomas G. Bradford, Deputy Town Manager]
4. RESOLUTION NO. 168-2013 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Authorizing the Mayor to Execute a Quit Claim Deed and Easement Agreements Between 184 Bradley Place, Parc Regent and the Town of Palm Beach for Access and Maintenance of Said Utilities and Lake Trail. [H. Paul Brazil, Director of Public Works]
5. RESOLUTION NO. 169-2013 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving Purchase Orders in the Aggregate Amount of \$66,800.12 to Waste Management, Inc., for Compacted Garbage Collection, and Establishing a Project Budget of \$70,000. [H. Paul Brazil, Director of Public Works]

6. RESOLUTION NO. 170-2013 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Awarding a Piggy-Back Contract for Dissolved Sulfide Reduction and Odor Control Services at the S-2 Pump Station, in the Amount of \$129,000 and Establishing a Project Budget of \$154,800. [H. Paul Brazil, Director of Public Works]
7. RESOLUTION NO. 171-2013 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving a Purchase Order in an Amount Not-to-Exceed \$35,900, to Kimley-Horn and Associates, Inc., for Design, Bid, and Construction Phase Engineering Services for Site Improvements at S-2 Pump Station Project, and Establishing a Design, Bid, and Construction Phase Engineering Services Budget of \$38,000. [H. Paul Brazil, Director of Public Works]
8. RESOLUTION NO. 172-2013 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving a Purchase Order in the Amount of \$34,160, to Kimley-Horn & Associates, Inc., for Site Remediation Closure Assistance for the Pump Station A-39 Soil Contamination Remediation Project, and Establishing a Project Budget of \$37,500. [H. Paul Brazil, Director of Public Works]
9. RESOLUTION NO. 173-2013 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Increasing Existing Purchase Order 131432 for Pavement Restoration of Via Marina for the A-7 to Hammon Avenue Force Main Replacement Project, in the Amount of \$96,937 and Increasing the Construction Phase Budget by \$100,000 for this Project. [H. Paul Brazil, Director of Public Works]
10. RESOLUTION NO. 174-2013 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Awarding Bid No. 2013-45 and a Construction Contract to Johnson-Davis Inc., for the Stormwater Corrugated Metal Pipe Abandonment, in the Amount of \$99,900, and Establishing a Construction Phase Budget of \$110,000. [H. Paul Brazil, Director of Public Works]
11. RESOLUTION NO. 175-2013 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving a Purchase Order in an Amount Not-to-Exceed \$9,996 to Mock, Roos & Associates, Inc., for Construction Phase Engineering Services for Stormwater Corrugated Metal Pipe Abandonment, and Establishing a Construction Phase Engineering Services Budget of \$11,000. [H. Paul Brazil, Director of Public Works]
12. RESOLUTION NO. 176-2013 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Awarding RFQ 03-2014 and a Construction Contract to Universal Electric of Florida, Inc. for

the Electrical Repairs to the Australian, Brazilian and Peruvian Docks, in the Amount of \$99,849, and Establishing a Construction Phase Budget of \$110,000. [H. Paul Brazil, Director of Public Works]

13. RESOLUTION NO. 177-2013 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving a Purchase Order in the Amount of \$241,630 to Coastal Planning & Engineering, Inc., a Chicago Bridge & Iron Company, for U.S. Army Corps of Engineers Required Reach 8 Environmental Impact Statement Supplemental Engineering and Environmental Professional Services. [H. Paul Brazil, Director of Public Works]

C. OTHER

1. Authorization to Consider Ordinance No. 5-2013 and Ordinance No. 6-2013 prior to 5:00 p.m. at Both Public Hearings. [John Page, Director of Planning, Zoning, and Building]

IX. REGULAR AGENDA

A. Old Business

1. Potential Lease of Town Property Located at 627 North Dixie Highway in Downtown West Palm Beach. [Peter B. Elwell, Town Manager]

Town Manager Elwell stated that the Town has received four inquiries regarding the lease of this property and recommended proceeding further through a Request for Proposals (RFP) process.

It was the consensus of the Town Council to authorize Staff to issue a RFP for potential lessees.

(Clerk's Note: The Town Council recessed at 11:28 a.m. for lunch, and reconvened at 1:30 p.m. for the following item.)

2. Coastal Financing Items
TIME CERTAIN: 1:30 PM

- a. Interactive Chart re: Program Financing.
[Jane Struder, Director of Finance]

Jeremy Niedfeldt, The PFM Group, provided a summary of the Town's reserves and a presentation on different plan of finance scenarios.

Discussion ensued regarding the different scenarios, the estimated

1 project costs, the bondable and non-bondable parts of the Coastal
2 Management Plan (CMP), maintaining adequate reserves, and
3 funding plans for other projects.
4

5 **It was the consensus of the Town Council to approve a modified Scenario 2 Funding Plan**
6 **that uses reserves, new revenues, and internal borrowing, with the condition that bank**
7 **loans may be utilized in the event that reserves drop below a suitable level or any**
8 **unforeseen matters necessitating such a loan arises.**
9

10 Discussion ensued regarding a previous special assessment
11 ordinance wherein the north end had to rebuild the seawall and the
12 beachfront property owners were assessed 50% of the project
13 costs, public versus private beaches, the need for seawalls as a last
14 line of defense, fair funding, who benefits from these projects, and
15 problems with the lakeside bulkheads.
16

17 **Council President Rosow requested that the Town Council consider, at a future meeting,**
18 **the issue of bulkhead protection on the lakeside of the island.**
19

20 Lew Crampton, 2335 S. Ocean Blvd., Citizens' Association of
21 Palm Beach Chair, spoke regarding the financial position of the
22 Town, in opposition to special assessment funding, and in
23 opposition of using the Coastal Construction Control Line (CCCL)
24 as the point of demarcation if special assessments are levied.
25

26 Discussion ensued regarding the CCCL, FEMA flood maps, the
27 mean high water line, the Erosion Control Line (ECL), previous
28 beach renourishment efforts, public versus private beaches, and
29 adverse possession of private property.
30

31 Larry Goldberg, 3360 S. Ocean Blvd., spoke regarding the level of
32 shore protection needed and in opposition to special assessment
33 funding.
34

35 Madelyn Greenberg, 3360 S. Ocean Blvd., Coalition to Save our
36 Shoreline, spoke regarding the Adverse Possession Florida Statute,
37 the mean high water line, and in opposition to special assessment
38 funding.
39

40 Connie Gasque, 167 Root Tr., spoke regarding the ECL, public
41 versus private beaches, and in opposition to special assessment
42 funding.
43

44 Lee Goldstein, 3120 S. Ocean Blvd., spoke regarding keeping
45 people off the dunes and parking and beach access to Reach 8.
46

1 Tom Mulroy, Omphoy Ocean Resort General Manager and also
2 representing the Florida Restaurant and Lodging Association,
3 requested the inclusion of the Association in any special
4 assessment discussions and spoke regarding tourism, bed taxes, the
5 Omphoy's beach, and in opposition to special assessment funding.

6
7 Pat Cooper, 265 Orange Grove Rd., Palm Beach Civic Association
8 Secretary, spoke regarding the current beach situation, the
9 estimated project costs, sand, the CCCL, and the need for beach
10 structures also.

11
12 Paul Leone, Breakers Palm Beach President, spoke regarding
13 maintaining harmony between residents, project benefits, property
14 taxes, and in opposition to special assessment funding.

15
16 Sten Lilja, 1330 N. Ocean Blvd., spoke regarding the ECL and the
17 mean high water line.

18
19 Michael Ainslie, 202 Plantation Rd., spoke in opposition to special
20 assessment funding.

21
22 Bobbie Lindsay, 212 Caribbean Rd., former Shore Protection
23 Board Member, spoke in opposition to special assessment funding.

24
25 Discussion ensued regarding the Beach Management Agreement,
26 potential special assessment legal challenges, and open discussion
27 on the matters.

28
29 Luis Pryor, 227 Brazilian Ave., spoke in opposition to special
30 assessment funding.

31
32 Bob Moore, 318 Bunker Ranch Rd., West Palm Beach,
33 representing Murray Goodman, 911 N. Ocean Blvd., and five other
34 individuals, spoke in opposition to special assessment funding.

35
36 Harry Oyer, Shutts & Bowen, representing 2 N. Breakers Row
37 Condominium Association, spoke in opposition to special
38 assessment funding and regarding the Worth Avenue special
39 assessment problems.

40
41 Discussion ensued regarding the ECL along Reach 3, problems
42 associated with creating a special assessment methodology,
43 levying special assessments for projects that only benefit a specific
44 section of the Town, identifying the amount of taxes being utilized
45 for the CMP on tax bills, carving out the CMP revenues from the
46 rest of the budget, and the need for citizens to voice their concerns

at Town Council meetings.

Motion was made by Council President Pro Tem Wildrick, and seconded by Council Member Kleid, to direct Staff to use ad valorem taxes for the “New Revenues” portion of the funding plan for the Coastal Management Program. On roll call, the motion carried unanimously.

- b. RESOLUTION NO. 178-2013 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving a Purchase Order in the Amount of \$39,860, to Coastal Planning & Engineering, Inc., a Chicago Bridge & Iron Company, for Professional Services Related to Alternative Coastal Assessment Methodologies. [Peter B. Elwell, Town Manager]

Based upon the previous discussion and action, Resolution No. 178-2013 was not heard.

B. New Business

1. Worth Avenue Association's Request for Permission to Hold a “100 Years of Fashion” Event on Worth Avenue and in Hibiscus Plaza. [Thomas G. Bradford, Deputy Town Manager]

Worth Avenue Association President Gregg Beletsky provided further information on the event and the Association’s request.

Motion was made by Council Member Kleid, and seconded by Council Member Diamond, to approve Worth Avenue Association’s request for permission to hold a “100 Years of Fashion” event on Worth Avenue and in Hibiscus Plaza. On roll call, the motion carried unanimously.

2. U. S. Army Corps of Engineers Request for Waiver of Town Code Restrictions re: Construction Dates, Hours, and Noise for Staging in the Lake Worth Lagoon. [H. Paul Brazil, Director of Public Works]

Discussion ensued regarding the major disruptions caused by the last Corps project in the Lake Worth Lagoon and the need to make sure that they do not happen again.

Director of Public Works Brazil stated that the Town will have a direct contact with the Corps this time should any issues arise.

Motion was made by Council Member Diamond, and seconded by Council Member Pucillo, to approve the request for waiver of Town Code restrictions re: construction dates, hours, and noise for staging in the Lake Worth Lagoon, subject to the condition that the Corps ensure that all lighting is aimed away from the island and that disruption to the residents be minimized. On roll call, the motion carried unanimously.

- 1 3. Appeal of Removal from the Investment Advisory Committee - Mr.
2 William John Mikus. [Jane Struder, Director of Finance]

3
4 Dr. Andrew Michaels, Investment Advisory Commission Chair, spoke in
5 favor of granting the appeal.
6

7 Discussion ensued regarding the reasons for Mr. Mikus's absences, the
8 advance notice Commission Members receive, and the fact that Mr. Mikus
9 was not present at this time.
10

11 **Motion was made by Council Member Diamond, and seconded by Council Member Kleid,**
12 **to approve the appeal. On roll call, the motion failed 2-3, with Council President Rosow,**
13 **Council President Pro Tem Wildrick, and Council Member Pucillo dissenting.**
14

- 15 4. Status Report on the Potential Lake Worth Dredging Project.
16 [William J. Diamond, Town Council Member]
17

18 Discussion ensued regarding Phases I and II of the project and their
19 relationship, funding, the environmental permit study, donations for the
20 project, the need for dredging and better communication between the
21 parties, and owner approval thresholds.
22

23 Rick Asnani, Palm Beach Intracoastal Neighbors Executive Director,
24 spoke regarding funding, transparency, coordination, communication, and
25 the scope of the project.
26

27 Responding to John Mashek, representing the Preservation Foundation of
28 Palm Beach, Mr. Asnani stated that there would be a community forum on
29 the project.
30

- 31 5. Proposed Health Insurance Premium Rates for Calendar Year 2014.
32 [Danielle Olson, Director of Human Resources]
33

34 Discussion ensued regarding cost per employee, the new Wellness Plan
35 component, the Affordable Care Act, benefit levels, and the "Cadillac
36 Plan" federal tax.
37

38 **Motion was made by Council Member Diamond, and seconded by Council Member**
39 **Pucillo, to approve the proposed health insurance premium rates for calendar year 2014.**
40 **On roll call, the motion carried unanimously.**
41

- 42 6. Planning and Zoning Commission Appointments.
43 [John Page, Director of Planning, Zoning, and Building]
44

45 **Motion was made by Council Member Diamond, and seconded by Council Member**
46 **Pucillo, to ratify the appointments of Alan S. Golboro and Martin I. Klein as regular**
47 **members to the Planning and Zoning Commission. On roll call, the motion carried**

unanimously.

X. ORDINANCES

A. Second Reading

1. ORDINANCE NO. 16-2013 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 V, General Employees And Lifeguards, By Amending Section 82-139, Deferred Retirement Option Plan For Members Of Benefit Group General And Benefit Group Lifeguard; Providing For Repeal Of Ordinances In Conflict; Providing For Codification; Providing An Effective Date. [Danielle Olson, Director of Human Resources]

Motion was made by Council Member Diamond, and seconded by Council Member Pucillo, to adopt Ordinance No. 16-2013, on second and final reading. On roll call, the motion carried unanimously.

2. ORDINANCE NO. 17-2013 An Ordinance Of The Town Council Of The Town Of Palm Beach, Palm Beach County, Florida, Amending Chapter 130 Of The Town Code Of Ordinances, Vehicles For Hire; Article II, Taxicabs And Limousines; Division 2, Certificate Of Public Convenience And Necessity And Permit; Section 130-64, Permit Fee, So As To Require A Transfer Fee Of \$100.00, Or As May Be Subsequently Amended By Resolution Of The Town Council, For The Transfer Of A Vehicle Registered Under A Certificate Of Public Convenience To A New Owner; Providing For Severability; Providing For Repeal Of Ordinances In Conflict; Providing For Codification; Providing An Effective Date. [Thomas G. Bradford, Deputy Town Manager]

Motion was made by Council Member Diamond, and seconded by Council Member Kleid, to adopt Ordinance No. 17-2013, on second and final reading. On roll call, the motion carried unanimously.

3. ORDINANCE NO. 18-2013 An Ordinance Of The Town Council Of The Town Of Palm Beach, Palm Beach County, Florida, Amending The Town Code Of Ordinances At Chapter 18, Buildings And Building Regulations; Article III, Architectural Review; Division 2, Architectural Commission, At Section 18-166, To Provide That In The Event There Are, In The Discretion Of The Town Council, No Bona Fide Applicants To Fill The Positions Of Registered Architects In The State Of Florida, The Town May Solicit And Appoint Architects Registered Outside The State Of Florida To Fill One Of The Architect Seats; Providing For Severability; Providing For Repeal Of Ordinances In Conflict; Providing For Codification; Providing An Effective Date. [John C. Randolph, Town

Attorney]

Motion was made by Council Member Diamond, and seconded by Council Member Pucillo, to adopt Ordinance No. 18-2013, on second and final reading. On roll call, the motion carried unanimously.

4. ORDINANCE NO. 19-2013 An Ordinance Of The Town Council Of The Town Of Palm Beach, Palm Beach County, Florida, Amending The Town Code Of Ordinances At Chapter 54, Historical Preservation; Article II, Landmarks Preservation; Section 54-36, To Provide That In The Event There Are, In The Discretion Of The Town Council, No Bona Fide Applicants To Fill The Positions Of Registered Architects In The State Of Florida, The Town May Solicit And Appoint Architects Registered Outside The State Of Florida To Fill One Of The Architect Seats; Providing For Severability; Providing For Repeal Of Ordinances In Conflict; Providing For Codification; Providing An Effective Date. [John C. Randolph, Town Attorney]

Motion was made by Council Member Diamond, and seconded by Council Member Kleid, to adopt Ordinance No. 19-2013, on second and final reading. On roll call, the motion carried unanimously.

B. First Reading

1. ORDINANCE NO. 20-2013 An Ordinance of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Amending the Town Code of Ordinances at Chapter 134, Zoning; Article X, On-Street Parking Permits; Division 2, Residential Districts; Section 134-2296, Issuance of Special Parking Permits upon Application, to Include a New Subparagraph (D) to Provide for the Issuance of Temporary Group Permits; Amending Division 3, Residential Districts Adjacent to Commercial Districts; Section 134- 2328, Temporary Group Permits, to Provide for an Application Fee; Providing for Severability; Providing for Repeal of Ordinances in Conflict; Providing for Codification; Providing an Effective Date. [Thomas G. Bradford, Deputy Town Manager]

Motion was made by Council Member Diamond, and seconded by Council Member Kleid, to approve Ordinance No. 20-2013, on first reading. On roll call, the motion carried unanimously.

XI. ANY OTHER MATTERS – None

XII. ADJOURNMENT

There being no further business, the October 8, 2013, regular Town Council meeting was adjourned at 3:39 p.m.

APPROVED:

ATTEST:

David A. Rosow
Town Council President

Susan A. Owens, MMC
Town Clerk

Date

TOWN OF PALM BEACH

Town Council Meeting on: November 12, 2013

Section of Agenda

Minutes

Agenda Title

MINUTES: OCTOBER 9, 2013

Approval of the Minutes of the Regular Town Council Meeting

Presenter

Supporting Documents

- Minutes of the Regular Town Council Meeting Held on October 9, 2013

**MINUTES OF THE REGULAR TOWN COUNCIL MEETING
HELD ON WEDNESDAY, OCTOBER 9, 2013**

I. CALL TO ORDER AND ROLL CALL

The Regular Town Council meeting was called to order on Wednesday, October 9, 2013, at 9:35 a.m. in the Town Council Chambers. On roll call, all of the elected officials were found to be present.

II. INVOCATION AND PLEDGE OF ALLEGIANCE

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

III. COMMENTS OF MAYOR GAIL L. CONIGLIO – None

IV. COMMENTS OF TOWN COUNCIL MEMBERS AND TOWN MANAGER – None

V. COMMUNICATIONS FROM CITIZENS- 3 MINUTE LIMIT PLEASE

Leslie Evans, 214 Brazilian Avenue, spoke regarding the striping and parking on the 200 block of Brazilian Avenue.

VI. APPROVAL OF AGENDA

Town Attorney Randolph clarified that although Item No. VIII.A.1, Ordinance No. 5-2013, is on the agenda for a second reading, it will not be a final adoption reading. There will be a third and final reading on November 13, 2013. He added that Item No. VIII.A.2, Ordinance No. 6-2013, should have been listed on the agenda as a first reading. The second and final reading for Ordinance No. 6-2013 will be on November 13, 2013.

The following change was made to the Agenda:

MOVED: Item No. VIII.A.2., Ordinance No. 6-2013, was moved to Ordinances-First Reading, as Item No. VIII.B.1.

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

VII. DEVELOPMENT REVIEWS

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

A. Appeals

1. Appeal of Architectural Review Commission's Decision Regarding B-079-2013 (212 Coral Lane) by Michael McCloskey. [John Page, Director of Planning, Zoning and Building]

Planning, Zoning, and Building Director Page provided Staff's comments.

Michael McCloskey, 202 Coral Lane, provided an overview of his appeal.

Attorney Timothy Hanlon, representing the property owner of 212 Coral Lane, Tony Beyer, provided his client's response to the appeal and Mr. McCloskey's presentation.

Architect Daniel Kahan, Smith and Moore Architects, provided a summary of his presentation at the August 2013 Architectural Commission (ARCOM) hearing.

Discussion ensued regarding landscaping, the Dissimilarity Provision, marketability of the property, deed restrictions, enforcement of approval conditions, standards of review, and having the neighbors work together.

Motion was made by Council Member Pucillo, and seconded by Council Member Kleid, to deny the appeal of the Architectural Review Commission's decision regarding B-079-2013 (212 Coral Lane) by Michael McCloskey. On roll call, the motion carried unanimously.

B. Time Extensions

1. Request for Waiver of Section 42-199, Hours of Construction Work, at 125 Worth Avenue Per Letter Dated September 23, 2013, from Fine Line Construction Contractors, Inc.

There was no ex-parte communication declared by the Town Council.

Architect Keith Spina, Glidden Spina Architects, representing 125 Worth Avenue, provided an overview of the applicant's request.

Planning, Zoning, and Building Director Page provided Staff's comments.

Motion was made by Council Member Diamond, and seconded by Council Member Kleid, to approve the request for waiver of Section 42-199, Hours of Construction Work, at 125 Worth Avenue, subject to Staff conditions and the conditions that all interior work is

1 completed by November 22, 2013, and all exterior work is completed by November 2, 2013.
2 On roll call, the motion carried 4-1, with Council President Rosow dissenting.

- 3
4 2. Request for Waiver of Section 42-199, Hours of Construction Work, at
5 247 Worth Avenue Per Letter Dated September 20, 2013, from Maura
6 Ziska.

7
8 There was no ex-parte communication declared by the Town Council.

9
10 Attorney Ziska, on behalf of 247 Worth Avenue, provided an overview of
11 the applicant's request.

12
13 Director of Planning, Zoning, and Building Page provided Staff's
14 comments.

15
16 **Motion was made by Council Member Diamond, and seconded by Council Member**
17 **Pucillo, to approve the request for waiver of Section 42-199, Hours of Construction Work,**
18 **at 247 Worth Avenue, subject to Staff conditions and the conditions that all interior work**
19 **is completed by November 22, 2013, and all exterior work is completed by November 2,**
20 **2013. On roll call, the motion carried 4-1, with Council President Rosow dissenting.**

- 21
22 3. Request for Waiver of Section 42-199, Hours of Construction Work, at
23 305 Worth Avenue Per Letter Dated September 19, 2013, from 212
24 Design.

25
26 The following ex-parte communications were declared: Mayor Coniglio
27 spoke with the property owner.

28
29 Greg Anderson, Vineyard Vines, representing 305 Worth Avenue,
30 provided an overview of the applicant's request.

31
32 Director of Planning, Zoning, and Building Page provided Staff's
33 comments.

34
35 **Motion was made by Council Member Diamond, and seconded by Council Member Kleid,**
36 **to approve the request for waiver of Section 42-199, Hours of Construction Work, at 305**
37 **Worth Avenue, subject to Staff conditions and the condition that all work be completed by**
38 **November 22, 2013. On roll call, the motion carried 4-1, with Council President Rosow**
39 **dissenting.**

40
41 C. Variances, Special Exceptions, and Site Plan Reviews

42
43 1. Old Business

- 44
45 a. SPECIAL EXCEPTION #10-2013 WITH VARIANCES The
46 application of Pizza Al Fresco, LLC; relative to property

commonly known as **7-14 Via Mizner (Restaurant Site) and 317 Peruvian Avenue (Parking Site)**; described as lengthy legal descriptions on file; located in the C-WA and C-TS Zoning Districts. The applicant is requesting Special Exception with Site Plan Review to modify existing Special Exception #3-2006 and #4-2012 to convert a retail store containing a total of 350 square feet (previously Winston Lighting and being Unit C-105S) to additional restaurant seating space with 21 additional seats for Pizza Al Fresco Restaurant. A Special Exception is also being requested to provide supplemental off-site shared parking in the evening at 317 Peruvian Avenue. Applicant further requesting Special Exception approval to move 15 of the additional seats from the converted space into the Via Mizner courtyard during periods of good weather. No variance is required for off street parking for 6 of the additional seats. The following variances are required: to increase outdoor seating by 15 seats over and above the inside capacity, which is not permitted by the outdoor seating conditions in the Code and to eliminate the 5 required off-street parking spaces for 15 of the 21 additional seats being requested and to provide 5 supplemental shared parking spaces in only the evening at 317 Peruvian Avenue. [Attorney: William W. Atterbury, III] *Deferred from the June 12, 2013, and September 11, 2013, Town Council Meetings.*

The following ex-parte communications were declared: Council Member Pucillo spoke with Attorney Atterbury, who advocated the position of his client. Council President Pro Tem Wildrick and Council Member Diamond received correspondence.

Attorney Atterbury, on behalf of Pizza Al Fresco, LLC, provided an overview of the applicant's request, and stated, for the record, that the applicant is withdrawing the portion of their request relating to outside seating.

Discussion ensued regarding the seating arrangements, the Declaration of Use agreement, valet parking, the loading zone, and the Town serving requirement.

Ali Amirmiroumand, representing Via Mizner Worth Avenue Association, stated that all but one member supports the application.

(Clerk's Note: Council President Pro Tem Wildrick left the meeting at approximately 11:05 a.m., and provided a Memorandum of Voting Conflict Form 8b to Town Clerk Owens for Item Nos. VIII.C.1.b, Special Exception #16-2013, and VIII.C.2.c, Site Plan Review #13-2013.)

Motion was made by Council Member Diamond, and seconded by Council Member Kleid, that Special Exception #10-2013 with Variances shall be granted based upon the finding that such grant will not adversely affect the public interest and that the applicable criteria set forth in Section 134-229 of the Town Code have been met, subject to amendment of the Declaration of Use Agreement to show the new seating plan and to add a provision requiring the applicant have three valet attendants between the months of November and April and a valet attendant year round. On roll call, the motion carried 4-0, with Council President Pro Tem Wildrick absent.

Motion was made by Council Member Diamond, and seconded by Council Member Pucillo, that the variances related to Special Exception #10-2013 with Variances be granted and find, in support thereof, that all of the criteria applicable to this application as set forth in Section 134-201(a), items 1 through 7 have been met, subject to amendment of the Declaration of Use Agreement to show the new seating plan and to add a provision requiring the applicant have three valet attendants between the months of November and April and a valet attendant year round. On roll call, the motion carried 4-0, with Council President Pro Tem Wildrick absent.

- b. SPECIAL EXCEPTION #16-2013 The application of Hillstone Restaurant Group, Inc.; relative to property commonly known as **340 Royal Poinciana Way, Suite 336**; described as lengthy legal description on file; located in the C-PC Zoning District. The applicant is requesting the removal of a previous condition of approval. When the Palm Beach Grill was approved via Special Exception #34-98 in 1999, one of the conditions of approval required that each year at the time of renewal of the occupational license (aka business tax receipt) was that the applicant provides a sworn statement from a certified public accountant which demonstrated that the restaurant meets the Town serving requirement. The statement identifies the information used in making the conclusion in the statement and the Town has the right to audit said information. The applicant is requesting that the Town-serving statements prepared each year since the original approval no longer be required as the restaurant has always been Town-serving. [Attorney: James M. Crowley]

The following ex-parte communications were declared: Mayor Coniglio spoke with the manager of the restaurant and Attorney Crowley, who both advocated the applicant's position.

Attorney Brian Seymour, the Gunster Law Firm, on behalf of Attorney Crowley and Hillstone Restaurant Group, Inc., provided an overview of the applicant's request.

Zoning Administrator Castro provided Staff's comments.

Motion was made by Council Member Diamond, and seconded by Council Member Pucillo, that Special Exception #16-2013 shall be granted based upon the finding that such grant will not adversely affect the public interest and that the applicable criteria set forth in Section 134-229 of the Town Code have been met. On roll call, the motion carried 4-0, with Council President Pro Tem Wildrick absent.

2. New Business

- a. SPECIAL EXCEPTION #18-2013 The application of Cento Vini, LLC, dba Vinoutlet; relative to property commonly known as **2875 South Ocean Blvd**; described as lengthy legal description on file; located in the C-TS Zoning District. The applicant is requesting approval pursuant to Condition #2 in the original 1980 development order to construct the existing building on the subject property. (Special Exception #25-80. The condition requires any use other than office and professional services to obtain Town Council approval. This request is to allow a high-end wine store totaling 611 square feet. Proposed daily hours of operation for this retail use are 11:00 a.m. to 7:00 p.m. The Applicant may also seek to host "tasting events" from time to time that may be from 7:00 p.m. to 9:00 p.m. [Attorney: Neil Schiller]

The following ex-parte communications were declared: Mayor Coniglio and Council Member Kleid spoke with the owner. Council Members Kleid and Diamond spoke with Attorney Schiller, who advocated the position of his client.

Attorney Schiller, on behalf of Vinoutlet, provided an overview of the applicant's request.

Dominica and Dave Franklin, operators of Vinoutlet, provided additional information regarding their request and their backgrounds.

Zoning Administrator Castro provided Staff's comments.

Ellen Tansey, 2860 S. Ocean Blvd., LaPalma Condominium Association President, stated that the Association supports the application.

Motion was made by Council Member Diamond, and seconded by Council Member Kleid, that Special Exception #18-2013 shall be granted based upon the finding that such grant will not adversely affect the public interest and that the applicable criteria set forth in Section 134-229 of the Town Code have been met. On roll call, the motion carried 4-0, with Council President Pro Tem Wildrick absent.

b. SITE PLAN REVIEW #12-2013 WITH VARIANCE The application of Lowell House Condominium Association, Inc., Don Kirkham, Manager; relative to property commonly known as **340 South Ocean Boulevard**; described as Lowell House Cond Lts 53 & 54 Blk H Royal Park Add (PB 4 PG 1); located in the R-D (2) Zoning District. The applicant is requesting a Site Plan modification to construct a 480 sq. ft. concrete patio on the east side of the existing structure. Previously, a paver patio existed in approximately the same location, but it was removed and the area was sodded last year. The request is to construct the patio. A variance is requested to allow the construction of a patio of 480 sq. ft. resulting in landscaped open space of 15% in lieu of 16%. The landscaped open space requirement is 35%. [Attorney: James C. Paine, Jr.] [Architectural Recommendation: Implementation of the variance will cause negative impacts to the subject property. Carried 6-1]

The following ex-parte communications were declared: Mayor Coniglio spoke with the manager, Don Kirkham.

Attorney Paine, on behalf of Lowell House Condominium Association, Inc., provided an overview of the applicant's request.

Zoning Administrator Castro provided Staff's comments.

Don Kirkham, Lowell House Condominium Association Manager, provided additional information regarding the hardship.

Discussion ensued regarding ingress and egress, ARCOM's denial of the project, green space versus hardscape, and the patio size requested.

Motion was made by Council Member Diamond, and seconded by Council Member Kleid, that Site Plan Review #12-2013 with Variance be approved based upon the finding that the approval of the site plan will not adversely affect the public interest and that the Council certifies that the specific zoning requirements governing the individual use have been met and that satisfactory provision and arrangement has been made concerning Section 134-329, items 1 through 11, subject to the condition that the patio size not exceed 12' wide x 15' long. On roll call, the motion carried 4-0, with Council President Pro Tem Wildrick absent.

Motion was made by Council Member Diamond, and seconded by Council Member Kleid, that the variance related to Site Plan Review #12-2013 with Variance be granted and find, in support thereof, that all of the criteria applicable to this application as set forth in Section 134-201(a), items 1 through 7 have been met, subject to the condition that the patio

size not exceed 12' wide x 15' long. On roll call, the motion carried 4-0, with Council President Pro Tem Wildrick absent.

- c. SITE PLAN REVIEW #13-2013 The application of Sterling Palm Beach LLC and Sidney Spiegel; relative to property commonly known as **340 Royal Poinciana Way**; described as Lengthy legal description on file; located in the C-PC Zoning District. The applicant is requesting Site Plan Modification to change eight areas of the existing parking lot striping to comply with the current ADA requirements. The proposal modifies eight areas of the parking lot to include required ADA parking spaces, access isles and ramps as provided for in the plan. The proposed changes do not reduce the amount of required parking but add an additional 4 parking spaces to the subject property. [Attorney: John Little]

Motion was made by Council Member Diamond, and seconded by Council Member Pucillo, to defer Site Plan Review #13-2013 to the December 11, 2013, Town Council meeting. On roll call, the motion carried 4-0, with Council President Pro Tem Wildrick absent.

- d. SITE PLAN REVIEW #14-2013 The application of Christopher and Margaret Sinclair; relative to property commonly known as **516 South Ocean Blvd.**; described as Lot 4, SINGERS ADDITION TO THE TOWN OF PALM BEACH, according to the map or plat thereof as recorded in Plat Book 8, Page 81, Public Records of Palm Beach County, Florida; located in the R-A Zoning District. The applicant is requesting Site Plan Review to allow the construction of a 9,771 square foot two-story, single family residence on a non-conforming platted lot which is 100 feet in width in lieu of the 125 foot minimum required in the R-A Zoning District. [Attorney: Maura Ziska]

There was no ex-parte communication declared by the Town Council.

Attorney Ziska, on behalf of Christopher and Margaret Sinclair, provided an overview of the applicants' request.

Zoning Administrator Castro provided Staff's comments and requested that an off-street trash pickup area be added to the plans.

Motion was made by Council Member Diamond, and seconded by Council Member Pucillo, that Site Plan Review #14-2013 be approved based upon the finding that the approval of the site plan will not adversely affect the public interest and that the Council certifies that the specific zoning requirements governing the individual use have been met and that satisfactory provision and arrangement has been made concerning Section 134-

329, items 1 through 11, subject to the condition that an off-street trash pickup area be added to the plans. On roll call, the motion carried 4-0, with Council President Pro Tem Wildrick absent.

D. Other

1. Subdivision Modification Request of the Thomas P. Peterffy Amended and Restated Revocable Trust, dated September 13, 2007 for a Fifth Amendment to Blossom Estates Subdivision Agreement. [John Page, Director of Planning, Zoning and Building]

The following ex-parte communications were declared: Mayor Coniglio spoke with Drew Martin of the Sierra Club, who advocated the Club's position.

Attorney Ziska, on behalf of Thomas P. Peterffy, provided an overview of the applicant's request.

Zoning Administrator Castro provided Staff's comments.

Roy Schneider, Audubon Society, expressed concern regarding the intensity of the boardwalk.

Susan Schneider, Audubon Society, provided a history of the property, expressed concern regarding the fish and wildlife in the Lake Worth Lagoon, and requested that the modification of the project be sent to Palm Beach County Environmental Resources Management, as a courtesy.

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

Drew Martin, on behalf of the Sierra Club, expressed concern regarding the mitigation process and the Club's lack of confidence in the state on environmental issues, and stated that they would be monitoring the project and would file any of their concerns with the appropriate permitting agencies.

Charlie Isiminger, Isiminger & Stubbs Engineering, Inc., representing the applicant, provided additional information on the construction of the boardwalk and how the impacts to the mangroves will be minimized.

Discussion ensued regarding monitoring of the project, mitigation, restoration, and access authority.

Susan Schneider, Audubon Society, noted that the application is self-certifying and that there would be no external site monitoring.

Bob Moore, 318 Bunker Ranch Road, West Palm Beach, stated that the Garden Club was authorized access to Lot 7 by former Mayor Lesley Smith, with permission of the owner.

Motion was made by Council Member Diamond, and seconded by Council Member Pucillo, to approve the subdivision modification request, subject to the condition that the Garden Club and the Audubon Society be allowed access to the boardwalk area with advance notice to the owner. On roll call, the motion carried 4-0, with Council President Pro Tem Wildrick absent.

2. Update on the Palm House Hotel.
[William J. Diamond, Town Councilmember]

Council Member Diamond requested that, since it is in litigation, this item be deferred until such time as Town Attorney Randolph advises that this matter can be discussed publicly.

VIII. ORDINANCES

A. Second Reading

1. ORDINANCE NO. 5-2013 An Ordinance Of The Town Council Of The Town Of Palm Beach, Palm Beach County, Florida, Amending The Text Of The Future Land Use Element Of The Town Of Palm Beach Comprehensive Plan, By Amending The Future Land Use Element Data & Analysis And Policies 2.3 And 11.1 To Provide For The Creation Of A PUD-5 Within An Area Of Property Designated Commercial On The Future Land Use Map, Which Is Bounded By Bradley Place, Sunset Avenue, North County Road, And Royal Poinciana Way; Further Amending Policy 2.3.3 To Provide For The Creation of Commercial/Mixed-Use PUD's, The Creation Of The PUD-5, Detailing An Increase In The Maximum Allowable Density, And Creating Maximum Lot Coverages For First, Second and Third Stories In The PUD-5 Area; Further Creating Policy 11.1.5 That Details Mixed-Use PUD Development Requirements Within Commercial Land Use Categories Provided Certain Threshold Criteria Are Met, And Providing For Said Certain Threshold Criteria; Providing For Severability; Repealing All Ordinances Or Parts Of Ordinances In Conflict Hereof; Providing For Codification; And Providing For An Effective Date. [John Page, Director of Planning, Zoning, and Building] *Deferred from the September 11, 2013, Town Council Meeting*

1 Mayor Coniglio recused herself, left the dais for the rest of the meeting,
2 and provided a Memorandum of Voting Conflict Form 8b to Town Clerk
3 Owens.
4

5 Town Attorney Randolph clarified that, although this ordinance is on the
6 agenda for second reading, it will not be a final adoption reading. There
7 will be a third and final reading on November 13, 2013.
8

9 *(Clerk's Note: Discussion on Ordinance No. 6-2013 occurred concurrently with portions of the*
10 *discussion on Ordinance No. 5-2013.)*
11

12 William Cooley, 236 Fairview Road, spoke regarding the timing of the
13 final adoptions of Ordinance Nos. 5-2013 and 6-2013, the referendum
14 petition process, and the Comprehensive Plan amendments.
15

16 Discussion ensued regarding the timing of the adoption of these
17 ordinances and any Comprehensive Plan amendments, handling a petition
18 challenge, legal advertisement of the ordinances, and amending the
19 ordinance language to make the PUD-5 effective upon adoption of the
20 Comprehensive Plan amendment.
21

22 **Motion was made by Council Member Kleid, and seconded by Council Member Pucillo, to**
23 **approve Ordinance No. 5-2013, on second reading. On roll call, the motion tied 2-2, with**
24 **Council President Rosow and Council Member Diamond dissenting, and Council President**
25 **Pro Tem Wildrick absent.**
26

27 *(Clerk's Note: The Mayor could not break the tie as she was required to abstain from voting on*
28 *this item due to a conflict of interest.)*
29

30 Council President Rosow stated that he would like for those in support of
31 the ordinance to attend the Town Council meetings.
32

33 Tanner Rose, 315 S. Lake Drive, spoke regarding public support for the
34 item and expressed his concerns regarding the development options for
35 Royal Poinciana Way if the PUD-5 is not approved.
36

37 Ned Barnes, Palm Beach Civic Association, stated that many people
38 thought today's item was procedural. He added that, had he known that
39 this item could be killed today, the Association would have put the word
40 out and many people would have turned out to show their support.
41

42 Alexander Ives, Executive Director Preservation Foundation of Palm
43 Beach, expressed the Foundation's full support of the PUD-5.
44
45
46

Rachel Lorentzen, 216 Garden Road, spoke regarding the Royal Poinciana Way Committee, the assumption by both sides that final action on these ordinances would not be until next month, and the Comprehensive Plan.

Council President Rosow stated that he would call for reconsideration, and vote in the affirmative, on the basis that the ordinance will not be enacted until the third reading on November 13, 2013. He stated that he will establish a time certain for the ordinance in order to have ample time to hear both sides of the matter. He added that he would also like to hear from those who support the PUD-5.

Rachel Lorentzen, 216 Garden Road, spoke regarding the concerns of those opposed to the PUD-5.

Council President Rosow passed the gavel to Council Member Kleid in order to make the following motion:

Motion was made by Council President Rosow, and seconded by Council Member Pucillo, to reconsider approval of Ordinance No. 5-2013, on second reading. On roll call, the motion carried 3-1, with Council Member Diamond dissenting and Council President Pro Tem Wildrick absent.

Motion was made by Council Member Pucillo, and seconded by Council President Rosow, to approve Ordinance No. 5-2013, on second reading*. On roll call, the motion carried 3-1, with Council Member Diamond dissenting and Council President Pro Tem Wildrick absent.

*** IMPORTANT NOTE: Ordinance No. 5-2013 will not be adopted until after its third and final reading at the November 13, 2013, Town Council meeting**

(Clerk's Note: The item below was listed on the agenda under Second Reading in error, and was subsequently moved to Ordinances-First Reading.)

B. First Reading

1. ORDINANCE NO. 6-2013 An Ordinance Of The Town Council Of The Town Of Palm Beach, Palm Beach County Florida, Amending Chapter 134, Zoning, At Section 134-476 By Creating Purpose Language For An Optional PUD-5, Historic Preservation Mixed Use Development, With A Contributing Building Report And PUD-5 Design Guidelines Adopted By Reference For The Five Palm Beach Acres In the C-TS Zoning District Between Royal Poinciana Way And Sunset Avenue And Bradley Place And North County Road And By Prohibiting The Use Of The PUD-5 Regulations For Five Years If A Contributing Building Is Voluntarily Demolished; Section 134-477 By Creating A Review Process For The PUD-5 And Prohibiting Variances From Certain Lot, Yard And Bulk

Regulations; Subdivision II, Sections 134-531, 134-532, 134-533 And 134-534 By Adding Submittal Requirements For A PUD-5; By Creating A New Approval Process For PUDs And Amendments To PUDs By Eliminating The Tentative And Final Approval Process And Replacing With A Streamlined Approval Process; And By Creating A New Completion Deadline for PUDs; By Eliminating Subdivision III, Sections 134-561 And 134-562 Related To The Tentative And Final PUD Approval Process; By Renumbering 134-563 To 134-561 Adding PUD Amendments And Eliminating Property Owner Consent To Amend PUDs; By Renumbering 134-564 To 134-562, Adding PUD Amendment Language, Eliminating The Existing Time Frame Requirement For Commencement And Providing For New Commencement Language In The PUD Resolution; Section 134-651 By Creating PUD-5 As A Special Exception And Site Plan Review; Section 134-652 By Adding The PUD-5 And Identifying The Area Where A PUD-5 May Be Applied; Section 134-653 By Adding A Maximum PUD-5 Lot Size And Providing A Provision Which Prohibits A Variance From The Maximum Lot Size; Section 134-654 By Creating A Density for the PUD-5 Of Ten Dwelling Units Per Palm Beach Acre With A Maximum Of Thirteen Dwelling Units Per Palm Beach Acre In Lieu Of The Maximum Six Dwelling Units Per Acre Allowed In the Underlying C-TS Zoning District; Section 134-656 By Providing Permitted And Special Exception Uses In The PUD-5 And Creating Separation Requirements Between Residential And Commercial Uses; Section 134-657 By Creating A Minimum Public Open Space Requirement In The PUD-5 With A Provision Prohibiting A Variance From that Requirement; Section 134-687 By Providing Requirements That A PUD-5 Preserve The Main Street Character, Size And Bulk Which Currently Exists In The Five Palm Beach Acres; Section 134-688 By Providing Qualifying Language For The PUD-5 And Further Incorporating By Reference The Contributing Building Report And PUD-5 Design Guidelines; Section 134-689 By Eliminating The Requirement For Street Trees And Adding Language Which Requires Trees Bordering Projects Whenever Possible; Section 134-690 By Adding Language That A PUD-5 Is Required To Have Curb Cuts And Vehicular Access From Only Sunset Avenue; Section 134-691 By Providing A PUD-5 Off-street Parking Exception For Replacement Of Existing Commercial Square Footage Or Intensity Of Use, New Ground Floor Retail Use, Or Retail Use Which Replaces Ground Level Off-street Parking And Curb Cuts Fronting Royal Poinciana Way; Section 134-692 By Adding Language That Prohibits Variances For Lot Coverage, Height, Overall Height and Public Open Space and Providing New Regulations Creating A PUD-5 Density Of Ten to Thirteen Dwelling Units Per Palm Beach Acre In Lieu Of The Six Dwelling Units Per Acre Currently Allowed In The C-TS Zoning District, Provided Certain Conditions Being Met, By Creating Maximum Heights and Overall Heights, Including A Provision For Three Stories Where Only Two Stories Is Currently Allowed, By Adding First Floor

And Second Floor Lot Coverage Of Seventy Percent And A Third Story Lot Coverage Of Thirty-five Percent, By Creating Setbacks Based On PUD Approval, By Eliminating Required Setbacks And Determining Setbacks During The Approval Process And By Creating A Minimum Thirty Percent Public Open Space Requirement; Section 134-693 By Creating Said Section And Providing A Five Year Sunset Provision Unless The Town Council Approves An Extension; Section 134-1109 Creating The PUD-5 As A Special Exception Use Within The Defined Five Palm Beach Acres In The C-TS Zoning District; By Adopting By Reference The Attached Palm Beach PUD-5 Design Guidelines And The Contributing Building Report: The Historic Character Of Royal Poinciana Way; Providing For Severability; Providing For Repeal Of Ordinances In Conflict; Providing For Codification; Providing For An Effective Date. [John Page, Director of Planning, Zoning, and Building] *Deferred from the September 11, 2013, Town Council Meeting.*

(Clerk's Note: Discussion on Ordinance No. 6-2013 occurred concurrently with portions of the discussion on Ordinance No. 5-2013.)

Motion was made by Council Member Kleid, and seconded by Council Member Pucillo, to approve Ordinance No. 6-2013, on first reading. On roll call, the motion carried 3-1, with Council Member Diamond dissenting and Council President Pro Tem Wildrick absent.

IX. ANY OTHER MATTERS – None

X. ADJOURNMENT

There being no further business, the October 9, 2013, regular Town Council meeting was adjourned at 1:09 p.m.

APPROVED:

ATTEST:

David A. Rosow
Town Council President

Susan A. Owens, MPA, MMC
Town Clerk

Date

TOWN OF PALM BEACH

Town Council Meeting on: November 12, 2013

Section of Agenda

Minutes

Agenda Title

Approval of Major Matters Considered by the Architectural Commission at its Meeting of October 23, 2013.

Presenter

Supporting Documents

- Memorandum dated October 25, 2013, from John S. Page, Director of Planning, Zoning and Building
- Minutes of the Architectural Commission Meeting of October 23, 2013

TOWN OF PALM BEACH

Information for Town Council Meeting on: November 12, 2013

To: Mayor and Town Council

Via: Peter B. Elwell, Town Manager

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

Re: Approval of the Architectural Commission Meeting Minutes of October 23, 2013

Date: October 25, 2013

STAFF RECOMMENDATION

Staff recommends that the Town Council approve the major items that were approved by ARCOM at the regularly scheduled meeting of October 23, 2013.

BOARD OR COMMISSION RECOMMENDATION

The Architectural Commission recommends that the Town Council approve the major items which were considered at the regularly scheduled meeting of October 23, 2013.

GENERAL INFORMATION

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

Attachment

JSP:cmd



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

WEDNESDAY, OCTOBER 23, 2013, 9:00 a.m.

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 or may obtain an audio recording of the meeting by contacting Cindy Delp, Secretary to the Architectural Commission at (561) 227-6408. As a point of reference, you will find the recording times listed on these minutes at the beginning of each item.

I. CALL TO ORDER (9:00:16 a.m.)

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

II. ROLL CALL (9:00:19 a.m.)

Robert J. Vila, Chairman	PRESENT
Nikita Zukov, Vice Chairman	PRESENT
Kenn Karakul, Member	PRESENT
Ann L. Vanneck, Member	ABSENT (unexcused)
Henry Homes III, Member	PRESENT
Richard Sammons, Member	PRESENT
Peter I. C. Knowles II, Member	PRESENT
Martin D. Gruss, Alternate Member	PRESENT
Alexander C. Ives, Alternate Member	PRESENT
Michael B. Small, Alternate Member	PRESENT

Mr. Gruss will be voting today due to the absence of Mrs. Vanneck.

Staff members present: John S. Page, Director of Planning, Zoning & Building, John Lindgren, Planning Administrator, Paul Castro, Zoning Administrator (for part of meeting), and Cynthia Delp, Secretary to the Architectural Commission. Town Attorney, John C. Randolph, did not attend this meeting.

III. PLEDGE OF ALLEGIANCE:

IV. APPROVAL OF THE MINUTES FROM THE SEPTEMBER 25, 2013 MEETING: (9:01:02 a.m.)

MOTION BY MR. HOMES FOR APPROVAL OF MINUTES.
MOTION SECONDED BY MR. ZUKOV.
MOTION CARRIED UNANIMOUSLY.

V. **APPROVAL OF THE AGENDA: (9:01:13 a.m.)**

**MOTION BY MR. HOMES FOR APPROVAL OF THE AGENDA.
MOTION SECONDED BY MR. KNOWLES.
MOTION CARRIED UNANIMOUSLY.**

VI. **ADMINISTRATION OF THE OATH TO PERSONS WHO WISH TO TESTIFY: (9:01:35 a.m.)**

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

VII. **OTHER BUSINESS: (9:01:37 a.m.)** None

VIII. **PROJECT REVIEW (9:01:41 a.m.)**

A. **MAJOR PROJECTS-OLD BUSINESS (9:01:48 a.m.)**

B - 064 - 2013 Addition/Renovation

Address: 285 Colonial Lane

Applicant: 285 Colonial Lane LLC

Architect: J-W Engineering, Inc. (James Wesson)

Project Description: Interior renovation of existing house, addition of master bedroom wing, addition of cabana/office, renovation of main house attic into 2nd floor area with dormers, renovation of garage attic into bedroom area with dormer, pool revisions, new hardscape and landscaping (retaining all perimeter landscaping).

At the July meeting, a motion carried to defer the project to the August meeting "for re-study of those elements that we spoke about". This motion was seconded noting that the pool is green and is not secured and must be addressed immediately. At the August meeting, the project was deferred to the September meeting for re-study per ARCOM's recommendations. At the September meeting, a motion carried for "approval of the project so they can move forward, but that the dormers be sent back to us (ARCOM) re-studied."

Call for disclosure of ex parte communication: No disclosures

ARCHITECTURAL PRESENTATION BY: Campion Platt, Designer

Mr. Platt returned to the Commission with revised plans in response to comments made at previous meetings. Changes include: Changed size of dormer windows from 10 panels/window to 8 panels/window; added another dormer; added more space between them; matched the dormers of the main house to the garage; all dormers now in line further down on the main roof; six (6) dormers across the main house and three (3) dormers across the cabana.

**MOTION BY MR. ZUKOV FOR APPROVAL AS PRESENTED.
MOTION SECONDED BY MR. HOMES.
MOTION CARRIED UNANIMOUSLY.**

B. [MAJOR PROJECTS-NEW BUSINESS \(9:07:00 a.m.\)](#)

[B - 086 - 2013 Addition](#)

Address: 228 Nightingale Trail

Applicant: Winston and Allison Wren

Architect: Mesa Architecture

Project Description: New entry porch, roof replacement and rear bedroom addition

Call for disclosure of ex parte communication: Disclosures by several members

ARCHITECTURAL PRESENTATION BY: Stephen Roy, Mesa Architecture

Mr. Roy presented the project in accordance with the submitted plans and as described above. Additional notes relative to this project: Proposed one story rear addition for guest bedroom; small covered porch in rear; covered porch addition at the front entry; raise roof eave by approximately 6"; replace paneled garage doors with louvered garage doors; assorted window/door replacements; replace concrete tile roof with wood shake roof; and, replace existing side gate. Mr. Roy noted that this project has already received variance approval.

MOTION BY MR. HOMES FOR APPROVAL AS PRESENTED.

MOTION SECONDED BY MR. ZUKOV.

MOTION CARRIED UNANIMOUSLY.

[B -090 - 2013 Demolition](#)

Address: 201 Ocean Terrace

Applicant: 201 Ocean Terrace LLC

Architect: Thomas M. Kirchhoff, AIA, PA

Project Description: Demolition of existing one story residence, pool, hardscape and landscape

Call for disclosure of ex parte communication: Disclosure by Mr. Small

ARCHITECTURAL PRESENTATION BY: Thomas M. Kirchhoff

Mr. Kirchhoff stated that the house, built in 1952, is in very poor condition and has no significant architectural value.

MOTION BY MR. HOMES FOR APPROVAL OF DEMOLITION WITH THE NORMAL CAVEATS FOR REMOVAL OF NOXIOUS WEEDS, SODDING AND SPRINKLING.

MOTION SECONDED BY MR. SAMMONS.

MOTION CARRIED UNANIMOUSLY.

[B - 091 -2013 Landscape/Hardscape](#)

Address: 343 Seabreeze Avenue

Applicant: George Matthews

Architect: Efflorescence

Project Description: Landscape/Hardscape designs

Call for disclosure of ex parte communication: Disclosures by Mr. Gruss and Mr. Small

LANDSCAPE PRESENTATION BY: Steve Kvarnberg, Efflorescence

Mr. Kvarnberg presented the landscape/hardscape in accordance with the submitted plans for this home which is being renovated on a small 50 ft. wide lot. The summary of changes is as follows: Paving coverage reduced to meet landscape area code requirements; new alley driveway configuration; new enclosed generator and equipment area on the east side of the property in the rear; new paving materials; and, new landscape design. In the front of the property, landscaping will be done in layers of greens, some of which are sculpted at the walkway. In the rear, landscaping will be more textured and tropical than the front landscaping, but will still be simple in design.

Mr. Lindgren read an e-mail from neighbor, Robert Josephberg of 337 Seabreeze Avenue, wherein he listed his concerns relative to the location and noise related to the mechanical equipment and generator, and privacy concerns. Mr. Kvarnberg assured the Commission that all code requirements are being met.

**MOTION BY MR. SAMMONS FOR APPROVAL AS PRESENTED.
MOTION SECONDED BY MR. HOMES.
MOTION CARRIED UNANIMOUSLY.**

[B - 092 - 2013 Demolition](#)

Address: 2288 Ibis Isle Road West

Applicant: Roberta Joseph

Architect: Kyle Webb

Project Description: Demolition of existing house, pool, landscape & driveway for future construction of new single family residence

Call for disclosure of ex parte communication: No disclosures

ARCHITECTURAL PRESENTATION BY: Kyle Webb

Mr. Webb presented the demolition report for this 1966 Howard Chilton designed ranch style home. He indicated that the house has been reasonably maintained, and is primarily in original condition.

**MOTION BY MR. HOMES FOR APPROVAL OF DEMOLITION (THOUGH NOT SPECIFICALLY STATED, IT SHOULD BE UNDERSTOOD THAT THE TYPICAL CAVEATS FOR DEMOLITION APPLY.)
MOTION SECONDED BY MR. ZUKOV.
MOTION CARRIED 6-1, WITH MR. VILA OPPOSED.**

[B - 093 - 2013 New Residence](#)

Address: 1340 N. Ocean Boulevard

Applicant: Elizabeth & Michael Chu

Architect: Randall Stofft Architects

Project Description: New 2-story single family residence with final landscape/hardscape. Building-soft white: Roof-grey; Trim-stone/wood

Call for disclosure of ex parte communication: Disclosures by several members

ARCHITECTURAL PRESENTATION BY: Randall Stofft

LANDSCAPE PRESENTATION BY: Keith Williams, Nievera Williams Design
OTHERS WHO TESTIFIED: Dr. Sten Lilja, 1330 North Ocean Boulevard

Mr. Stofft presented the project in accordance with the submitted plans and model, and as described above. The project includes a two story main house, a two story garage/guest house, and a small pool pavilion. Materials include: smooth stucco exterior with a flame granite water table, mahogany elements, and brushed stainless railings.

Mr. Lindgren read a note into the record from the Bryans, property owners at 1350 North Ocean Boulevard, wherein they expressed their support for the project.

Keith Williams presented the landscape/hardscape in accordance with the submitted plans. Design elements include: Soft, open green areas, simple palette for ocean location, low wall in front of the house. entry court with grass and cast stone pavers and two curb cuts, service court in cast stone with grass, pool with lower water basin below, and landscape material as presented.

Under commission comments: Handsome, good scale; the style is a concern...it's so foreign to anything else there...uncomfortable with the way it fits into the neighborhood; elegant contemporary design, but question some of the product choices...understand the concern about the design, but like the variety; and, (later) the east elevation is not consistent with the neighborhood and does not fit in.

Dr. Lilja testified that this house does not blend with the rest of the neighborhood.

It should be noted that Mr. Zukov attempted to make a motion twice for approval of the project, but was interrupted with further testimony each time.

Mr. Lindgren stated that staff would require some conditions with any approval: (1) Demolition of the existing house has not yet come to ARCOM for approval, but will be on next month's agenda. Staff requested a condition that the demolition of the existing structure must be approved by ARCOM prior to any issuance of building permit; and (2) details related to proposed gates, garden ornament and feature wall with trellis pavilion must come back for approval in the future as a separate ARCOM application.

MOTION BY MR. ZUKOV FOR APPROVAL AS PRESENTED, AND TO INCLUDE THE STAFF'S CONDITIONS DEALING WITH THE DEMOLITION AND SOME OF THE DETAILS.

MOTION SECONDED BY MR. KARAKUL.

MOTION FAILED 3-4, WITH MESSRS. HOMES, KNOWLES, SAMMONS, AND GRUSS OPPOSED.

MOTION BY MR. HOMES TO DEFER THE PROJECT TO NEXT MONTH, UNTIL THE DEMOLITION COMES BEFORE US, AND AFTER THE DEMOLITION IS APPROVED, WE WILL RE-VISIT THIS.

MOTION SECONDED BY MR. KNOWLES.

MOTION CARRIED 4-3, WITH MESSRS. KARAKUL, VILA AND ZUKOV OPPOSED.

The applicant was advised to re-study the east elevation to address concerns expressed.

B - 094 - 2013 Addition

ARCOM TO MAKE RECOMMENDATION RELATIVE TO VARIANCE(S)

Address: 233 Oleander Avenue

Applicant: Harold Horn

Architect: Jacqueline Albarran, Architect P.A.

Project Description: New one-story, one-car garage addition to an existing two-story single family residence. Roof, walls, windows and doors and all detailing to match existing

Call for disclosure of ex parte communication: No disclosures

ATTORNEY PRESENT: Maura Ziska for the applicant

ARCHITECTURAL PRESENTATION BY: Jacqueline Albarran

Ms. Ziska reviewed the variances required for the project for side yard setback, rear yard setback and lot coverage. Ms. Albarran presented the project in accordance with the submitted plans and as described above for the proposed one-car garage addition. The project will yield some additional lawn area.

MOTION BY MR. HOMES THAT IMPLEMENTATION OF THE PROPOSED VARIANCES WILL NOT CAUSE NEGATIVE ARCHITECTURAL IMPACTS TO THE SUBJECT PROPERTY.

MOTION SECONDED BY MR. ZUKOV.

MOTION CARRIED UNANIMOUSLY.

MOTION BY MR. HOMES FOR APPROVAL AS PRESENTED.

MOTION SECONDED BY MR. ZUKOV.

MOTION CARRIED UNANIMOUSLY.

B - 095 - 2013 Additions and Alterations

ARCOM TO MAKE RECOMMENDATION RELATIVE TO VARIANCE(S)

Address: 126 Seaview Avenue

Applicant: David Gottlieb & Dana Barsky

Architect: Bridges Marsh & Associates

Project Description: Alterations to include: Roof, windows and exterior doors, Two (2) additions, site improvements including landscaping, exterior paint, changes to front elevation to include front entry, removal of decorative shutters

Call for disclosure of ex parte communication: Disclosure by Mr. Zukov

ATTORNEY PRESENT: Maura Ziska for the applicant

ARCHITECTURAL PRESENTATION BY: Mark Marsh, Bridges Marsh & Associates

LANDSCAPE PRESENTATION BY: Keith Williams, Nievera Williams Design

Ms. Ziska reviewed the requested variances for side yard setback, lot coverage and CCR and addressed the platted street running adjacent to this property which is regularly, by right of easement, used by this property owner. She stated that the new owners want to bring the property up to today's living standards. Mr. Marsh presented the project in accordance with the submitted plans and as described above. The two proposed additions are for a one story pergola and a two story addition with a new kitchen on the first floor and a new master bedroom/bath/closet on the second floor. He explained that the house is awkward interiorly and exteriorly. The proposal

would take a simplistic approach to convert the residence to a Mediterranean style. Design elements include: Simplify fenestration and add muntins; new balcony at master bedroom; change front entry adding pilasters; white exterior with grey aluminum windows; and, terra cotta tile roof.

Under commission comments: The tower element would look better if it were nestled in there more; the window of the tower looks oversized...adjust the scale of the fenestration so it is more like the other windows.

Paul Castro, Zoning Administrator responded to questions regarding the adjacent platted street which is used by this property owner on a regular basis. He stated that the Town maintains the road, which dead ends into the garage of 126 Seaview. He testified that the proposed construction will not affect the platted street.

MOTION BY MR. ZUKOV THAT IMPLEMENTATION OF THE PROPOSED VARIANCE WILL NOT CAUSE NEGATIVE ARCHITECTURAL IMPACTS TO THE SUBJECT PROPERTY.

MOTION SECONDED BY MR. SAMMONS.

MOTION CARRIED UNANIMOUSLY.

Mr. Williams stated that their scope of work was limited mainly to the east side of the property where the new construction is proposed. The existing Podocarpus hedge and the Areca Palm cluster will remain, and other landscape material will be added, as presented, to create a garden.

MOTION BY MR. HOMES FOR APPROVAL AS PRESENTED.

MOTION SECONDED BY MR. ZUKOV.

MOTION CARRIED UNANIMOUSLY.

[B - 096 - 2013 Addition](#)

ARCOM TO MAKE RECOMMENDATION RELATIVE TO VARIANCE(S)

Address: 340 Garden Road

Applicant: 340 Garden Road LLC

Architect: Thomas M. Kirchhoff, AIA, PA

Project Description: Requesting approval of the addition of dormers and habitable space above the garage to a previously approved one-story Bermuda style house. New hardscape, landscape and pool.

Call for disclosure of ex parte communication: Disclosure by Mr. Small

ATTORNEY PRESENT: Maura Ziska for the applicant

ARCHITECTURAL PRESENTATION BY: Thomas M. Kirchhoff

Ms. Ziska reviewed the variances for lot coverage and east side yard setback. She explained that the request is for 450 sq. ft. of additional space above the garage, which technically makes this one-story house a two-story house according to the zoning code. The new space with dormers will be used for storage and for exercise equipment. The house remains the same as the house approved in August, except for the proposed addition over the garage with the dormers.

A member suggested that granting such a variance may set a dangerous precedent. Mr. Castro spoke to the zoning aspects of this project. The Commission was divided with respect to this project.

MOTION BY MR. KARAKUL THAT IMPLEMENTATION OF THE PROPOSED VARIANCE WILL NOT CAUSE NEGATIVE ARCHITECTURAL IMPACTS TO THE SUBJECT PROPERTY.

MOTION SECONDED BY MR. ZUKOV.

MOTION CARRIED 5-2, WITH MR. GRUSS AND MR. HOMES OPPOSING.

MOTION BY MR. SAMMONS FOR APPROVAL AS PRESENTED.

MOTION SECONDED BY MR. ZUKOV.

MOTION CARRIED 5-2, WITH MR. GRUSS AND MR. HOMES OPPOSING.

Let the record show that there was a short recess from 10:25 a.m. to 10:35 a.m.

[B - 097 - 2013 New Residence](#)

Address: 516 S Ocean Boulevard

Applicant: Mr. and Mrs. Chris Sinclair

Architect: MP Design & Architecture Inc.

Project Description: New two-story residence, pool, landscape & hardscape

Call for disclosure of ex parte communication: Disclosures by several members

ATTORNEY PRESENT: Maura Ziska for the applicant

ARCHITECTURAL PRESENTATION BY: Michael Perry, MP Design & Architecture

LANDSCAPE PRESENTATION BY: Keith Williams, Nievera Williams Design

Ms. Ziska testified that this project requires no variances, and has previously received site plan approval from the Town Council. She noted that the design team has been working closely with the neighbor to the north, and the Sinclairs have, in fact, agreed to certain conditions relative to the project. She suggested that these conditions might be attached to any motion for approval.

Mr. Perry presented the project in accordance with the submitted plans and as described above for this site which has been vacant for approximately six years. Design elements include: (2) two curb cuts; garage in rear; main entrance on the north side of the house; two story house with one story family room, three car garage, and detached pool cabana; Palm Beach stucco finish in Desert Green; handmade barrel tile roof; cypress outlookers; and, stone cladding at loggia.

Under commission comments: Proportions seem to be very vertical; window openings are exceedingly large for the Mediterranean style which is a wall-dominated style; problems with detailing of arches and transom; fenestration inconsistent in scale; issue with corbel details with questionable construction methodology; outlookers large; intercolumniation at pool cabana is very wide in comparison to the intercolumniation everywhere else; not up to standard and needs to be more scholarly studied; detail it correctly; re-visit the proportions; the east elevation is one of the nicest elevations I have seen in Mediterranean architecture...proportions are truly Mediterranean...problem with the main entrance...the pool cabana needs work...it is boring; like

the variety of roof heights and angles...you broke up the mass...the quality of materials is good; like the house...nice addition to South Ocean Boulevard...agree about the pool cabana...look into Mr. Sammons' comments; commend the overall approach, but wonders about those issues that Mr. Sammons mentioned...it may be tall and skinny, give it some more width...very concerned about the cornices; window size is of concern; respects Mr. Sammons' comments...the east side of the house, with so much glass, will be so flooded with light in the morning hours that you will have a problem screening it out and your furniture will fade within a year.

Mr. Williams presented the landscape/hardscape in accordance with the submitted plans. The existing Seagrapes on the site will be re-used and some may be shared with the neighbor to the north. Some of them will actually be moved onto the neighbor's property which is a measure to allow the construction of a site wall between the properties and still provide a lush Seagrape hedge for the property owner to the north. Design elements include: two curb cuts, low wall in front, cast stone with salvaged brick inlay paving, parterre (grass, cast stone and brick) on east lawn which will allow vehicular traffic and/or parking, landscape material as presented, pool area with Mediterranean shape and spa at the end; tailored and clean landscaping in front; very lush and tropical in the rear; fountain at motor court; and, fountain centered on pool and family room.

Mr. Perry distributed an alternative design for the main entrance facade which his clients prefer.

MOTION BY MR. HOMES TO APPROVE THE PROJECT SUBJECT TO RE-VISITING THE DETAILS NEXT MONTH OF THE EAST ELEVATION, SOFFIT AND CORNICE DETAILS, THE POOL HOUSE, AND THE NORTH SIDE AT THE MAIN ENTRY DOOR.

MOTION SECONDED BY MR. ZUKOV.

Mr. Perry asked that the conditions which were agreed to by the property owner be part of the motion. Ms. Ziska read the numerous paragraphs of conditions into the record. Upon further consideration, ARCOM did not want to attach these conditions to their motion. The conditions agreement will be handled as a private agreement between the property owners, and ARCOM is not a party to that agreement.

MOTION CARRIED UNANIMOUSLY.

[B - 098 - 2013 Addition and Renovation](#)

Address: 240 Garden Road

Applicant: Mr. & Mrs. Louis Polk

Architect: MP Design & Architecture Inc.

Project Description: One-story addition and renovation to existing residence, new pool, landscape and hardscape

Please be advised that the architect has requested deferral to the November meeting.

MOTION BY MR. HOMES FOR DEFERRAL TO THE NOVEMBER MEETING.

MOTION SECONDED BY MR. KNOWLES.

MOTION CARRIED UNANIMOUSLY.

B - 099 - 2013 New Residence

Address: 1900 S. Ocean Boulevard

Applicant: Keith Frankel

Architect: Bridges, Marsh & Associates

Project Description: Two-story classical inspired Colonial single family dwelling with guest house and small Bermuda style beach house, full landscaping with canopy tree at motor court and lawns to the east and west. Building- Buff; Roof-Flat concrete white tile; Trim-white; Shutters-gun metal blue

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

ARCHITECTURAL PRESENTATION BY: Mark Marsh, Bridges, Marsh & Associates

LANDSCAPE PRESENTATION BY: Keith Williams, Nievera Williams Design

Mr. Marsh presented the project in accordance with the submitted plans, in keeping with the model shown, and as described above. Mr. Marsh stated that the design intent is to maximize views to the ocean and the lake. The project includes a main house with five (5) car garage, gate house, and a cabana (though Mr. Marsh indicated that the cabana was not to be considered in this application because of other approvals which must be secured). The design hinges around the entry portico with octagonal foyer. The more formal entertainment areas proceed south of that element, while the dining room and the informal spaces proceed to the north. Other design elements include: Colonial-Island style, main drive into arrival courtyard, service drive to the north, series of hip roofs and flat roofs, symmetrical fenestration (mahogany painted white), cast aluminum railings, large round window over front door; and, two-story gatehouse/guesthouse “folly” with Bermuda flavor with stepped roof on stair tower.

Under commission comments: Terrific, given the scale...mass is broken up...detailing and fenestration nice...problem with L-shaped hip on the back and the addition that hips into a cricket; you’ve succeeded with a big project and hope that others look to this as an example; detailing not completely right...scale of front porch a bit large...entablature conflicts with columns that appear in elevation on the second floor porch, but not in the plan....tiny in scale in some places and large at others...re-study the tower element...issue with transoms without muntins; scaling and detailing of the windows is of great importance; you need significant wall space, not just fenestration.

Mr. Williams presented the landscape/hardscape in accordance with the submitted plans. Design elements include: Retain existing vegetation as long as it is not an exotic or invasive species; dense tropical landscaping along service drive on north side of property; landscape material as presented; large Seagrape at circular motor court; low wall along South Ocean Boulevard; meandering paths through gardens; pool spills into trough at west end; driveway in tabby concrete with coral border; and, light grey/beige tumbled brick.

MOTION BY MR. ZUKOV FOR APPROVAL AS PRESENTED.

MOTION SECONDED BY MR. HOMES.

MOTION CARRIED UNANIMOUSLY.

[B - 100 - 2013 Landscape/Hardscape](#)

Address: 149 Brazilian Avenue

Applicant: 149 Brazilian LLC

Architect: John Lang, Lang Design Group

Project Description: Landscape/Hardscape for new residence - final

Call for disclosure of ex parte communication: No disclosures

LANDSCAPE PRESENTATION BY: John Lang, Lang Design Group

Mr. Lang indicated that ARCOM had seen the preliminary landscape at a previous meeting. He noted that this property backs up to The Palm House, so screening is of primary importance. Design elements include: Simple, clean design, two curb cuts, reclaimed brick circular driveway with cast stone border, open feel in the rear, small fountain on center line of house, pool pushed back as far as possible with some columns/trellis and water feature to help mitigate noise concerns from the hotel; Magnolias and Royal Palms in the rear; and, Ligustrum and Royal Palms in the front.

Under commission comments: Issues with the proposed driveway gates...too ornate, too wide and columns may be too wide; gates are set off the pavement and should be closer; cap stone detailing needs attention; issues with trellis in the back...two sizes of columns clashing, cornice is weak, needs to be fixed; and, gates and piers should emulate simplicity of main house.

MOTION FOR APPROVAL OF PROJECT AS PRESENTED WITH A DEFERRAL OF THE GATE AND PIERS WHICH ARE DEFERRED TO NEXT MONTH.

MOTION SECONDED BY MR. HOMES.

MOTION CARRIED UNANIMOUSLY.

C. [MINOR PROJECTS - OLD BUSINESS \(11:41:29 a.m.\)](#)

[A - 031 -2013 Doors/Windows](#)

Address: 760 South County Road

Applicant: Bauman Group

Architect: Rafael Rodriguez

Project Description: This project involves the replacement of existing doors and windows. There will be a new 4'0" H x 12'0"L x 8'0" W clerestory in the kitchen. There are also new door and window openings and existing openings to be closed up.

The project was reviewed at the August meeting, and was deferred to the September meeting for more information and samples. At the September meeting, the project was not heard, but was deferred to the October meeting at the architect's request.

Call for disclosure of ex parte communication: Disclosures by several members

ARCHITECTURAL PRESENTATION BY: Rafael Rodriguez

Mr. Rodriguez presented the revised project in accordance with the submitted plans and as described above. The existing home has a mixture of window styles, but the new plan is designed for better consistency in that regard. The new windows will all be mahogany (painted white)

impact rated. Some windows will be replaced with French doors. Some openings will be relocated. A sample of the proposed impact window was brought to the meeting.

MOTION BY MR. HOMES FOR APPROVAL AS PRESENTED.
MOTION SECONDED BY MR. SAMMONS.
MOTION CARRIED UNANIMOUSLY.

[A - 032 - 2013 Roof](#)

Address: 285 Jamaica Lane

Applicant: Mary Boykin

Architect: Roger P. Janssen, Dailey Janssen Architects

Project Description: Replace machine made terra cotta barrel tile with new flat concrete tile

At the September meeting, after hearing this project, a motion carried for deferral to the October meeting.

Call for disclosure of ex parte communication: Disclosures by several members

ARCHITECTURAL PRESENTATION BY: Mary Boykin, property owner and Peter Carney, Carney Stanton

Mr. Carney and Mrs. Boykin returned with the request to change her existing barrel tile roof to grey flat concrete tile and to change the paint color of the house to a buff color to conform to the new roof color. Mrs. Boykin explained that she experienced roof damage three times with the barrel tile, and would like to replace it with a more reliable roof material.

MOTION BY MR. ZUKOV FOR APPROVAL AS PRESENTED.
MOTION SECONDED BY MR. HOMES.
MOTION CARRIED UNANIMOUSLY.

D. [MINOR PROJECTS - NEW BUSINESS \(11:56:39 a.m.\)](#)

[A - 033 -2013 Roof](#)

Address: 1025 N. Lake Way

Applicant: Wallace Turner

Architect: Stephen Roy, Mesa Architecture

Project Description: Re-roof from roll tile (barrel tile) to a flat tile, same color as existing

Call for disclosure of ex parte communication: Disclosure by Mr. Small

ARCHITECTURAL PRESENTATION BY: Stephen Roy, Mesa Architecture

Mr. Roy presented the request to change the roof from a red barrel rolled tile to a red flat cement tile.

MOTION BY MR. SAMMONS FOR APPROVAL.
MOTION SECONDED BY MR. KARAKUL.
MOTION CARRIED UNANIMOUSLY.

[A - 034 - 2013 Infill at cabana](#)

Address: 101 El Vedado Road

Applicant: Stephen E. Myers

Architect: Thomas M. Kirchhoff, AIA, P.A.

Project Description: Infill existing cabana loggia openings with new French doors and windows. No change in lot coverage. No change in landscaped area.

Call for disclosure of ex parte communication: No disclosures

ARCHITECTURAL PRESENTATION BY: Thomas Kirchhoff

Mr. Kirchhoff presented the project in accordance with the submitted plans and as described above. He noted that the proposed enclosure, to create an exercise area, cannot be seen from the road.

**MOTION BY MR. HOMES FOR APPROVAL AS PRESENTED.
MOTION SECONDED BY MR. KNOWLES AND MR. ZUKOV SIMULTANEOUSLY.
MOTION CARRIED UNANIMOUSLY.**

[A - 035 -2013 Shutters](#)

Address: 1720 S. Ocean Boulevard

Applicant: Ruby S. Rinker

Contractor: Folding Shutter Corp.

Project Description: Installing (26) rolling armor screens - crank; installing (2) rolling shutters - electric

Call for disclosure of ex parte communication: No disclosures

ARCHITECTURAL PRESENTATION BY: Gary Knelson, Folding Shutter Corp.

Mr. Knelson presented the project for white fabric Armor rolling screens placed inside the reveals of the windows, including an 8" white box just below the header and white tracks down the side.

Under commission comments: Need a close up...looks ugly and cheap; very difficult to make a determination from the photos presented; and, need a detail sheet.

**MOTION BY MR. HOMES TO DEFER TO NEXT MONTH AND BRING A DEMO UNIT
AND PHOTOS OF INSTALLATIONS.
MOTION SECONDED BY MR. GRUSS.
MOTION CARRIED UNANIMOUSLY.**

[A - 036 - 2013 Gates](#)

Address: 320 Island Road

Applicant: James Berwind

Architect: Mario Nievera

Project Description: Proposed driveway gate design, garden gate design, and moon gate design

Call for disclosure of ex parte communication: Disclosures by Mr. Vila and Mr. Ives

GATE PRESENTATION BY: Keith Williams, Nievera Williams Design

Mr. Williams presented the gate plans in accordance to the submitted plans and as described above. Gates proposed: Moon gate (matte black aluminum pickets), Buttery Gate (matte black aluminum pickets), and several simple garden gates with curved edge in solid wood epoxy.

Under commission comments, Mr. Vila noted that the moon gate should not have bars in it. Mr. Williams responded that the bars are needed to keep dogs inside.

MOTION BY MR. SAMMONS FOR APPROVAL AS PRESENTED.

MOTION SECONDED BY MR. KARAKUL.

MOTION CARRIED 6-1, WITH MR. VILA OPPOSED.

Mr. Lindgren reported that the site plan shows driveway gates, but those will need to return to ARCOM in the future as a major project.

A - 037 -2013 Awning

Address: 261 Via Bellaria

Applicant: Joel Pashcow

Contractor: American Awning

Project Description: Cover existing patio trellis with (brown) awning of same color (minimum pitch)

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

ARCHITECTURAL PRESENTATION BY: Joe Mattei, American Awning

Mr. Mattei presented the project in accordance with the submitted plans and as described above. The owner requests the awning, over the existing trellis, to provide waterproofing and sun protection.

MOTION BY MR. SAMMONS FOR APPROVAL AS PRESENTED.

MOTION SECONDED BY MR. KARAKUL.

MOTION CARRIED UNANIMOUSLY.

A - 038 -2013 Railings

Address: 1030 N. Lake Way

Applicant: Keith Spina for David Fisher

Architect: Glidden Spina & Partners

Project Description: Replace existing 2nd floor entry railings with new design

Call for disclosure of ex parte communication: No disclosures

ARCHITECTURAL PRESENTATION BY: Danny Brown, Glidden Spina & Partners

Mr. Brown presented the project in accordance with the submitted plans and as described above. The proposal would replace the existing aluminum railings with a more elaborate design (matching the existing railing on the lakeside) in the same finish and same material.

MOTION BY MR. KARAKUL FOR APPROVAL AS PRESENTED.

MOTION SECONDED BY MR. ZUKOV.

MOTION CARRIED UNANIMOUSLY.

[A - 039 - 2013 Gate](#)

Address: 136 Dunbar Road

Applicant: Dana Krumholz

Engineer: James F. Biagi, Engineer EDL/Gatemasters

Project Description: Replace the current green chainlink access gate on east side and driveway gate on west side with black aluminum gates. The east gate is a fixed gate located between a pre-existing arch. The west driveway gate is an opening and closing gate located between a pre-existing arch. The gate designs match pre-existing black aluminum balconies and stair railings around the house.

Call for disclosure of ex parte communication: No disclosures

ARCHITECTURAL PRESENTATION BY: Dana Krumholz, property owner

Ms. Krumholz presented the project in accordance with the submitted plans and as described above to replace two existing chainlink gates.

MOTION BY MR. KARAKUL FOR APPROVAL AS PRESENTED.

MOTION SECONDED BY MR. SAMMONS AND MR. ZUKOV SIMULTANEOUSLY.

MOTION CARRIED UNANIMOUSLY.

IX. [COMMUNICATIONS FROM CITIZENS \(3 MINUTE LIMIT PLEASE\)](#) (12:33:23 a.m.) None

X. [COMMENTS OF THE ARCHITECTURAL COMMISSION AND DIRECTOR OF PLANNING, ZONING AND BUILDING DEPARTMENT:](#) (12:33:26 a.m.)

Mr. Page reported that a new contemporary designed home at 212 Coral Lane was approved by ARCOM (4-3 vote) at the August meeting. That approval was subsequently appealed by a neighbor. The Town Council, at their October meeting, unanimously upheld the ARCOM approval.

Recently, the requirement that the architects who serve on ARCOM must be Florida registered architects has been questioned. Mr. Page reported that the Town Council has approved that “in the event there are, in the discretion of the Town Council, no bona fide applicants who are registered architects in the State of Florida, the town may solicit and appoint architects registered outside the State of Florida to fill one of the architect seats” (this excerpt is directly from Ordinance No. 18-2013).

Members questioned the status of The Palm House, formerly known as the Heart of Palm. Mr. Page provided information relative to fines running against the property due to: (1) job remains ongoing beyond deadline date of February 14, 2013; and (2) due to the excessive noise output of the air conditioning units. Members asked about the status of the landscaping at the site, and whether the ARCOM approved plans are being implemented. Mr. Page will check on the landscaping and will report back to the Commission.

Mr. Vila and Mr. Zukov announced that they will not attend the November ARCOM meeting. Mr. Karakul will Chair the meeting in November.

XI. ADJOURNMENT: (12:38:24 a.m.)

MOTION BY MR. ZUKOV TO ADJOURN THE MEETING AT 12:50 P.M.

MOTION SECONDED BY MR. HOMES.

MOTION CARRIED UNANIMOUSLY.

The next meeting of the Architectural Commission will be held on FRIDAY, NOVEMBER 15, 2013 at 9:00 a.m. in the Town Council Chambers, 2nd floor, Town Hall, 360 South County Road, Palm Beach.

Sincerely,

Robert J. Vila, Chairman
ARCHITECTURAL COMMISSION

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TOWN OF PALM BEACH

Town Council Meeting on: November 12, 2013

Section of Agenda

Resolutions

Agenda Title

RESOLUTION NO. 165-2013 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving an Agreement by and Between the Palm Beach County Supervisor of Elections and the Town of Palm Beach Relating to Vote Processing Equipment Use and Election Services; Providing an Effective Date.

Presenter

Supporting Documents

- Memorandum dated October 30, 2013, from Susan A. Owens, MMC, Town Clerk
- Resolution No. 165-2013
- 2014 Supervisor of Elections Agreement
- Exhibit A
- Exhibit B

TOWN OF PALM BEACH

Information for Town Council Meeting on: November 12, 2013

To: Mayor and Town Council

Via: Peter B. Elwell, Town Manager

From: Susan A. Owens, MMC, Town Clerk

Re: Agreement with the Supervisor of Elections Relating to Vote Processing Equipment Use and Election Services
Resolution No. 165-2013

Date: October 30, 2013

STAFF RECOMMENDATION

Staff recommends that the Town Council approve Resolution No. 165-2013, approving an agreement with the Palm Beach County Supervisor of Elections for Vote Processing Equipment Use and Election Services for the year 2014.

GENERAL INFORMATION

The Palm Beach County Supervisor of Elections (SOE) requires annual agreements with each of the Palm Beach County municipalities for Vote Processing Equipment Use and Election Services. This agreement shall serve to cover all 2014 Town of Palm Beach General or Special Elections. The SOE's Office had previously informed the municipalities that there would be no amendments of any nature to the 2014 agreement; however, the municipalities received an amended agreement on October 11, 2013, with the following changes:

- 1) Amendments were made to reflect the SOE's move to electronic poll books (mini iPads) to check voters in, rather than precinct registers.
- 2) The following provision was added: [In the event of a Special Election, the municipality shall receive the approval of the Supervisor of Elections for the actual election date no later than 90 days prior to a Special Election unless otherwise provided in law. The expense of any Special Election shall include all actual costs incurred by the Supervisor of Elections, including hourly and salaried staff costs and other related election expenses as documented.](#)
- 3) Fees were increased.

Item 1 is minor and will not impact the Town.

Item 2 formalizes the cost recovery initiatives the SOE has been incorporating into these agreements the last two years, and requires 90 days notice before a special election can be held, unless otherwise provided by law.

Item 3 includes fee increases to cover postage rate increases for absentee ballots and the 3% SOE staff raises. The SOE has estimated that municipalities will see an overall cost increase of 1% to 2%.

FUNDING/FISCAL IMPACT

\$25,000 has been allocated for election costs in the Fiscal Year 2013-2014 Town Clerk's Office budget. If a run-off or special election is necessary, then additional funds will be requested from the General Fund Contingency.

TOWN ATTORNEY REVIEW

This resolution and agreement have been reviewed by the Town Attorney for legal form and sufficiency.

Attachments

SAO

cc: Jane Struder, Director of Finance

RESOLUTION NO. 165-2013

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING AN AGREEMENT BY AND BETWEEN THE PALM BEACH COUNTY SUPERVISOR OF ELECTIONS AND THE TOWN OF PALM BEACH RELATING TO VOTE PROCESSING EQUIPMENT USE AND ELECTION SERVICES; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Supervisor of Elections has offered, pursuant to the terms of the Agreement attached hereto, to provide vote processing equipment and election services to the Town of Palm Beach in regards to municipal elections in the Town of Palm Beach; and

WHEREAS, it is the desire of the Town to accept the use of such equipment and the election services of the Supervisor of Election for its municipal elections; and

WHEREAS, the terms agreed to by the parties in this regard are incorporated within an Agreement between the Supervisor of Elections and the Town of Palm Beach, a copy of said Agreement being attached hereto.

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

Section 1. The Town Council hereby accepts the terms of the Agreement between the Supervisor of Elections and the Town of Palm Beach relating to vote processing equipment use and election services from the Supervisor of Elections and hereby approves the terms of the Agreement between said parties, a copy of which is attached hereto, and hereby authorizes the Mayor of the Town to execute said agreement on behalf of the Town of Palm Beach.

Section 2. This Resolution shall become effective immediately upon passage.

PASSED AND ADOPTED in a regular, adjourned session of the Town Council of the Town of Palm Beach assembled this 12th day of November, 2013.

Gail L. Coniglio, Mayor

David A. Rosow, Council President

Robert N. Wildrick, Council President Pro Tem

William J. Diamond, Council Member

Richard M. Kleid, Council Member

Susan A. Owens, MMC, Town Clerk

Michael J. Pucillo, Council Member

**AGREEMENT FOR VOTE PROCESSING EQUIPMENT USE AND ELECTION SERVICES
BY AND BETWEEN
THE PALM BEACH COUNTY SUPERVISOR OF ELECTIONS AND THE “TOWN OF PALM
BEACH”**

THIS AGREEMENT, is made and entered into this ____ day of _____, 2014, effective January 1, 2014, by and between the Palm Beach County Supervisor of Elections, an elected county officer_pursuant_to_Article_VIII, Sec.1(d) of the *Florida Constitution*, hereinafter referred to as the “**SOE**”, and the Town of Palm Beach, a municipal corporation, chartered and organized in accordance with the laws of the State of Florida, hereinafter referred to as the “**Municipality**”.

WITNESSETH:

WHEREAS, Chapters 97 to 106, *Florida Statutes*, constitute the Florida Election Code (the “Code”) which applies to municipalities where expressly so stated; and

WHEREAS, Sec 100.3605, *Florida Statutes*, states that “[T]he Florida Election Code, chapters 97-106 shall govern the conduct of a municipality’s election in the absence of an applicable special act, charter, or ordinance provision”; and

WHEREAS, the Municipality and the SOE desire to work together to provide for municipal elections and to allocate certain responsibilities and expenses between the two parties to ensure that the provisions of the Code are followed during municipal elections; and

WHEREAS, the SOE and the Municipality wish to enter into this Agreement to set out the terms of this coordinated program.

NOW, THEREFORE, in consideration of the mutual covenants and promises hereinafter contained to be kept and performed by the parties hereto, and for the mutual benefit of the Municipality, its constituents and the SOE, it is agreed as follows:

1. PURPOSE:

The purpose of this Agreement is to set forth the terms and conditions under which services will be provided by the SOE and staff to the Municipality for municipal elections and to set forth the responsibilities of both parties so that there is a clear understanding of the rights and responsibilities of all parties. Such rights and responsibilities shall apply to the General, Run-Off, Special and Recount elections as necessary as well as the Post Election Audit, unless otherwise stated herein below.

2. DATE OF GENERAL MUNICIPAL ELECTION:

The date of the Town of Palm Beach’s General Municipal election is February 4, 2014. It is hereby acknowledged and agreed that if the date listed is the same as most other municipalities in March or November, there will be a cost sharing among municipalities for costs incurred by the SOE. Such costs shall be allocated on a pro-rata share basis; otherwise, it is hereby acknowledged and agreed upon by the municipality that it is responsible for all costs of the election, incurred by the office of the SOE.

3. **FEES AND CHARGES TO BE PAID BY THE MUNICIPALITY:**

The SOE hereby agrees not to charge Municipalities for taxpayer purchased equipment and supplies; (i.e. voting machines, tables, chairs, etc.) and associated maintenance and contract fees related to such equipment in return for which the Municipality hereby agrees not to charge the SOE for polling places within its dominion and control. Examples of municipal elections charges related to certain services performed by the SOE to be passed through to the Municipality on a shared pro rata basis for all municipalities holding elections on a general election day (i.e. 2nd Tuesday in March or November) are attached hereto as Exhibit A. All items to be paid or reimbursed to the SOE will be paid by the Municipality within thirty (30) days of receipt of an invoice from the SOE with documentation verifying the charges.

Examples of total costs to small, medium, and large municipalities are attached hereto as Exhibit B.

4. **RESPONSIBILITIES OF BOTH THE MUNICIPALITY AND THE SOE FOR MUNICIPAL ELECTIONS:**

A. Notice and Advertisement

(1) Municipality

- (a) Properly call and advertise the election according to statutes and charter at its own expense.
- (b) Issue a resolution or ordinance to the SOE requesting that the Supervisor of Elections conduct the municipality's election and act as a member of the Municipality's Canvassing Board, which may or may not include the SOE.
- (c) Certify that the registered voter information provided by the SOE to the municipality Reflects the proper boundaries of the city and notify the SOE of any changes.

(2) SOE

- (a) Publish legal notices for Logic & Accuracy testing, absentee ballot canvass, Post Election Audit and news releases on book closing.

B. Qualifying Candidates

(1) Municipality

- (a) Provide qualifying packets to candidates and accept and process all qualifying papers and fees.
- (b) Collect Name and Pronunciation Guides from the candidates at the time of qualifying and submit to SOE.
- (c) Respond to all candidate inquiries and questions.
- (d) Respond to all legal inquiries and questions.
- (e) Respond to all media inquiries.

(2) SOE

- (a) Verify signatures on any qualifying petitions submitted by candidates and notify the

Municipality of such results upon the close of the candidate qualifying deadline.

C. Ballots

(1) Municipality

- (a) Review, amend (if necessary) and approve ballot proof prepared by SOE.
- (b) Place an order with the SOE for a sufficient quantity of ballots as applicable.
- (c) Pay ballot design costs to the SOE as incurred.
- (d) Pay the ballot printer directly for the cost of said ballots.
- (e) Reimburse the SOE for costs incurred for translation and audio recording of ballot.
- (f) Reimburse SOE for preparation of Absentee Ballot, Edge layout and Sample Ballot.

(2) SOE

- (a) Layout, check, proof and deliver ballot layout to the printer.
- (b) Receive, securely store and account for all ballots until disbursed to polling places.
- (c) Contract to have audio recorded for Touch Screen ballot.
- (d) Control all access to unvoted ballots while in the possession of the SOE.

D. Equipment Testing

(1) Municipality

- (a) Provide that a representative will be present during the Logic and Accuracy testing as noticed by SOE.

(2) SOE

- (a) Develop a unique test script and manually mark ballots to be used in public Logic & Accuracy test.
- (b) Conduct public Logic & Accuracy test.

E. Early Voting – Optional

(1) Municipality

- (a) Reimburse the SOE for staff overtime hours due to weekend and/or evening hours for Early Voting.
- (b) Pay SOE for Early Voting supplies.
- (c) Contract with, schedule and pay poll workers directly.
- (d) Deliver voted ballots to SOE daily at a location designated by SOE.
- (e) Designate Early Voting sites thirty (30) days prior to each Election and notify SOE in writing of locations.

(2) SOE

- (a) Prepare and provide all supplies needed for each Early Voting site.
- (b) Provide the Municipality with a list of poll workers.
- (c) Train poll workers.
- (d) Provide staffing to accept voted ballots daily at a location designated by SOE.

F. Absentee Voting

(1) Municipality

- (a) Reimburse SOE for all postage costs incurred at the current postal rate.
- (b) Pay SOE for materials and handling of each absentee ballot.
- (c) Pay SOE \$.10 per absentee ballot for verifying signatures on returned voted ballot certificates.
- (d) Refer all requests for absentee ballots to SOE.

(2) SOE

- (a) Determine eligibility and compile Absentee Ballot file.
- (b) Accept all requests for Absentee Ballots by telephone, mail or in person.
- (c) Prepare and mail Absentee Ballots.
- (d) Deliver Absentee Ballots to the Post Office.
- (e) Receive voted Absentee Ballots.
- (f) Verify signatures on returned voted Absentee Ballot certificates.
- (g) Prepare and open Absentee Ballots for tabulation.
- (h) Account for all Absentee Ballots.
- (i) Notify Absentee Ballot voter and provisional voters of the disposition of the Canvassing Board as required by law.
- (j) Record Absentee Ballot returns to voter history.
- (k) Conduct public testing of Logic and Accuracy for Absentee Ballot tabulating equipment.
- (l) Provide qualified staff to operate tabulation equipment to count Absentee Ballots.

G. Polling Places

(1) Municipality

- (a) Arrange for the use of an adequate number of polling places.
- (b) Confirm polling place accessibility and ADA compliance.
- (c) Notify SOE in writing thirty (30) days prior to election of the need for tables and chairs if necessary.
- (d) Notify SOE of polling locations to be used no later than noon the Friday after the municipal candidate qualifying deadline.
- (e) Notify the SOE not less than 30 days prior to the election that a polling place will be moved to another site.
- (f) Notify voters, as required by law, if their regular polling place is to be temporarily relocated.

(2) SOE

- (a) Provide the Municipality with a list of polling places and SOE contract.
- (b) Provide tables and chairs upon written notice from the Municipality when required.
- (c) Provide polling place supplies, i.e. signs, cones, etc.
- (d) Notify voters and the Municipality of permanent polling place change(s).

H. Precinct Supplies

(1) Municipality

- (a) Pay SOE for precinct supplies provided.
- (b) Provide a secure place for precinct clerks to return supplies and voted ballots on election night.
- (c) Pay SOE for the production of Precinct Registers or for programming electronic poll books.
- (d) Pay directly to the SOE's contracted moving company to have voting equipment delivered and picked up from polling place no later than the day before the election and returned after the election.

(2) SOE

- (a) Provide Precinct Registers or electronic poll books for each polling place location.
- (b) Provide Master CD compilation of registered voters for precinct advisors or provide up to date electronic poll books.
- (c) Provide certification of registered voters after book closing.
- (d) Prepare equipment, cabinets and routing of voting equipment delivery.
- (e) Provide laptop computer at each polling place or electronic poll books.
- (f) Provide CD of voter file database for each polling place or up to date electronic poll books.
- (g) Provide poll worker Clerks with cell phones.
- (h) Provide Provisional Ballot envelopes and affidavit forms for each polling place.
- (i) Provide secrecy sleeves in a number and amount appropriate for each polling place.

I. Poll Workers

(1) Municipality

- (a) Contact, contract with and pay poll workers directly (using only poll workers who are currently on the SOE list, or individuals who have successfully completed required training).
- (b) Schedule and notify poll workers of training classes.
- (c) Reimburse SOE for expenses incurred for delivery and pick up of equipment to training locations.
- (d) Reimburse SOE for expenses incurred in printing training material.
- (e) Reimburse SOE for expenses incurred for trainers to train poll workers.
- (f) Reimburse SOE for expenses incurred for contracted training locations.

(2) SOE

- (a) Provide the Municipality with a list of current poll workers.
- (b) Develop poll worker training schedule.
- (c) Plan and contract for training classes and locations.
- (d) Contract with and pay trainers to train poll workers.
- (e) Provide printed training materials for poll workers.

J. Election Day Support

(1) Municipality

- (a) Verify that all polling places are available to poll workers no later than 6:00 a.m. and open for voting promptly at 7:00 a.m. on Election Day.
- (b) Ensure that all polling places remain open until 7:00 p.m. or until all voters who are in line to vote at 7:00 p.m. have completed voting.
- (c) Reimburse SOE for all phone bank costs.

(2) SOE

- (a) Assist in finding poll worker replacements if needed.
- (b) Provide technical support personnel as needed.
- (c) Provide phone bank support to respond to poll workers and voters on Election Day.

K. Ballot Tabulation/Counting of Election Results

(1) Municipality

- (a) Deliver all voted ballots and other necessary election related items to a place designated by the SOE after the polling places have closed on Election Day.
- (b) Deliver **all** voting machine cartridges to a place designated by the SOE after the polling places have closed on Election Day.
- (c) Reimburse the SOE for any staff overtime and other expenses in relation to the tabulation and processing of ballots on Election Day.
- (d) Act as member of Canvassing Board.

(2) SOE

- (a) Provide technical staff and required equipment to administer tabulation and election results.
- (b) Assist and act, or appoint a designee to assist and act on the SOE's behalf, as a member of the Municipality's Canvassing Board if desired by the municipality or act as a member of the County Canvassing Board if it canvasses the municipality's election, if allowed by law.
- (c) Post election results on SOE WEB site and provide the same to Channel 20.
- (d) Provide the Municipal Clerk with unofficial election results upon conclusion of tabulation and canvassing of ballots cast on Election Day.

L. Post Election Day

(1) Municipality

(2) SOE

- (a) Provide the Municipal Clerk with an official certification of election results if allowed by law.
- (b) Store all necessary election records and ballots until the expiration of retention period prescribed by statutes.
- (c) Process polling place affirmation forms.
- (d) Sort, inventory, pack and store all election materials for retention and disposition.
- (e) Notify voters of the disposition of their Absentee or Provisional Ballots after the determination by the Canvassing Board, as required by law.
- (f) Respond to public records requests regarding records kept on behalf of the

- Municipality.
- (g) Record voting history for each voter who voted on Election Day.

M. Audit

(1) Municipality

- (a) Provide that the Municipal Clerk will be responsible for the administration of the audit.
- (b) Reimburse SOE for any staff time or other related expenses as may result from conducting the manual audit.

(2) SOE

- (a) Organize precinct information to allow the Municipal Clerk to randomly select the race and precinct(s) that shall be audited.
- (b) Organize and prepare ballots for manual audit.
- (c) Provide SOE staff to conduct manual audit.
- (d) Ascertain and publically post manual audit result to SOE WEB site.

N. Recount

(1) Municipality

- (a) Provide that the Municipal Clerk will be responsible for the administration of the Recount, with support and guidance from the SOE.
- (b) Act as a member of the Canvassing Board.
- (c) Notify the candidates of the time and date of the Recount.
- (d) Post public notice(s) of the Recount with the time and location.
- (e) Cause to have the Recount recorded and minutes kept and approved by the Canvassing Board.
- (f) Review with the Canvassing Board and the counting teams the statutes and rules of the Division of Elections, specifically Rule 1S-2.031. Recount Procedures; and Rule 1S-2.027. Standards for Determining Voter's Choice on a Ballot.
- (g) Reimburse the SOE for all staff salaries/overtime, facility and other expenses required to conduct the Recount.

(2) SOE

- (a) Post public notice(s) of the Recount with the time and location.
- (b) Test tabulating equipment as required by Sec. 101.5612, *Florida Statutes*.
- (c) Provide counting teams for examining out stacked ballots.
- (d) Prepare and organize ballots for Recount processing.
- (e) Tabulate ballots and provide professional staff for equipment operations.
- (f) Provide official certification as determined by the Canvassing Board.

5. INDEMNITY:

Each party to this agreement shall be liable for its own actions and negligence. To the extent permitted by law, the Municipality shall indemnify, defend and hold harmless SOE against any actions, claims or damages arising out of the Municipality's negligence in connection with

performance under this Agreement; and the SOE shall indemnify, defend and hold harmless the Municipality against any actions, claims or damages arising out of the negligence of SOE in connection with its performance under this Agreement. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth at Sec. 768.28, *Florida Statutes*. In no case shall such limits for the Municipality extend beyond \$200,000 for any one person or beyond \$300,000 for any judgment which, when totaled with all other judgments, arises out of the same incident or occurrence. These provisions shall not be construed to constitute agreement by either party to indemnify the other for such other's negligent, willful or intentional acts or omissions. In the event of litigation, trial or appellate, between the Municipality and the SOE relating to a municipal election governed by this Agreement, or otherwise in connection with the interpretation or application of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs from the non-prevailing party. Notwithstanding the above, the municipality shall defend legal challenges relating to its municipal election and shall be fully responsible for all legal costs including attorneys' fees for such defense of the Municipality and the SOE. The municipality shall be responsible for damages, if any, assessed by virtue of such lawsuit, up to the monetary limits provided for hereinabove without recourse to the SOE.

6. In the event of a Special Election, the municipality shall receive the approval of the Supervisor of Elections for the actual election date no later than 90 days prior to a Special Election unless otherwise provided in law. The expense of any Special Election shall include all actual costs incurred by the Supervisor of Elections, including hourly and salaried staff costs and other related election expenses as documented.

7. **TERM:**

This Agreement shall begin on the effective date January 1, 2014 and continue for a term of one year in order to cover Special Elections, if any, and may be modified by mutual agreement of the parties. Any proposed changes to this Agreement shall be provided to the municipalities no later than August 1 of the applicable year, or as soon as practicable.

8. **CHANGE IN LAW:**

In the event any change in law abrogates or modifies any provisions or applications of this Agreement, the parties hereto agree to enter into good faith negotiations and use their best efforts to reach a mutually acceptable modification of this Agreement.

9. **NOTICES:**

All formal notices affecting the provisions of this Agreement may be delivered in person or be sent by facsimile, registered mail, or by a recognized overnight courier such as FedEx, to the individual designated below, until such time as either party furnishes the other party written instructions to contact another individual.

For the SOE:	For the Municipality:
Supervisor of Elections 240 S. Military Trail West Palm Beach, Florida 33415 Attention: Susan Bucher	Town of Palm Beach 360 S. County Road Palm Beach, FL Attention: Peter B. Elwell, Town Manager

10. **SEVERABILITY:**

If any clause, section, or provision of this Agreement shall be declared to be unconstitutional, invalid or unenforceable for any cause or reason, or is abrogated or negated by a change in law, the same shall be eliminated from this Agreement, and the remaining portion of this Agreement shall be in full force and effect and be valid as if such invalid portions thereof had not been incorporated herein.

11. By signing this contract, you and your municipality approve the contract as a form of legal sufficiency and certify that this contract has met all of the legal requirements of your Municipal Charter and all other related laws.

12. **NO MODIFICATION EXCEPT IN WRITING:**

This is the complete and final agreement between the parties. No representations other than those set forth herein shall be binding upon the parties. No modification of this agreement shall be effective unless submitted in writing and signed by both parties, or their duly authorized representatives.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement effective January 1, 2014.

As to the SOE:

WITNESSES:

SUPERVISOR OF ELECTIONS
PALM BEACH COUNTY

Susan Bucher

Date: _____

As to the MUNICIPALITY:

ATTEST:

INSERT NAME OF MUNICIPALITY

Susan A. Owens, MPA, MMC, Town Clerk

Gail L. Coniglio, Mayor

(Affix Municipal Seal)

Date: _____

EXHIBIT A

PALM BEACH COUNTY SUPERVISOR OF ELECTIONS Municipal Elections Charges

ORIGINAL UNIFORM ELECTION CHARGES - 2009 *

MUNICIPALITY	MUNICIPAL PACKAGE	ABSENTEE BALLOTS # ballots @3.75	PRECINCTS # precincts @ \$155	TOTAL COST
HAVERHILL	\$2,338	40 \$150	4 \$620	\$3,108
RIVIERA BEACH	\$2,338	1,209 \$4,534	17 \$2,635	\$9,507
BOCA RATON	\$2,338	3,304 \$12,390	47 \$7,285	\$22,013

UNIFORM ELECTION CHARGES - 2012/2013 *

MUNICIPALITY	MUNICIPAL PACKAGE	ABSENTEE BALLOTS # ballots @4.72	PRECINCTS # precincts @ \$159.40	TOTAL COST AND % CHANGE
HAVERHILL	\$2,407	40 \$189	4 \$638	\$3,234 4%
RIVIERA BEACH	\$2,407	1,209 \$5,706	17 \$2,710	\$10,824 14%
BOCA RATON	\$2,407	3,304 \$15,595	47 \$7,492	\$25,494 16%

* Costs exclude expenses absorbed by municipalities i.e.; pollworker payroll, precinct rentals, precinct ballot printing, advertising and precinct security

EXHIBIT A

PALM BEACH COUNTY SUPERVISOR OF ELECTIONS Municipal Elections Charges

2014 Uniform Election Costs *

MUNICIPALITY	MUNICIPAL PACKAGE	ABSENTEE BALLOTS # ballots @4.93	PRECINCTS # precincts @ \$152.52	TOTAL COST	% Difference Versus 2013 Uniform Cost
HAVERHILL	\$2,466	40 \$197	4 \$610	\$3,273	1%
RIVIERA BEACH	\$2,466	1,209 \$5,960	17 \$2,593	\$11,019	2%
BOCA RATON	\$2,466	3,304 \$16,289	47 \$7,168	\$25,923	2%

2014 One Municipal *

MUNICIPALITY	MUNICIPAL PACKAGE	ABSENTEE BALLOTS # ballots @5.90	PRECINCTS # precincts @ \$157.87	TOTAL COST	% Difference Versus 2013 Uniform Cost
HAVERHILL	\$5,385	40 \$236	4 \$631	\$6,253	91%
RIVIERA BEACH	\$5,385	1,209 \$7,133	17 \$2,684	\$15,202	38%
BOCA RATON	\$5,385	3,304 \$19,494	47 \$7,420	\$32,299	25%

EXHIBIT B**Palm Beach County Supervisor of Elections Office****Summary of Activity For Uniform Municipal Elections****January 2014**

	<u>Costs</u>	
<u>ABSENTEE BALLOTS</u>	<u>\$5.23</u>	Cost per AB Ballot processed
* AB set up Fee	\$0.04	
* On Call service -Pitney Bowes	\$0.24	
* Process Absentee Ballot Requests	2.59	
* Prepare and mail Absentee Ballots (machine use, staff time, voter file, postage), record/verify absentee ballot returns, prepare/opening of absentee ballots for tabulation	1.36	
* Provide absentee voting - prep and mailing	0.90	
* Notification to Absentee Ballot and provisional voters on the disposition of Canvassing Board	0.10	
<u>MUNICIPAL PACKAGE</u>	<u>2,466</u>	Cost per Municipal
* Arrange for translating, printing and recording of audio ballot	TBD	
* Provide polling place supplies – signs, cones, tables, chairs, etc.	25.00	
* Assist in finding poll worker replacements	46.63	
* Develop master CD compilation for precinct advisors or provide programmable electronic poll books	75.20	
* Provide certification of registered voters after book closing	60.84	
* Prepare Absentee Ballot, Edge layout and Sample Ballot	272.09	
* Publish legal notices for L&A testing, canvass and post elections and news releases on book closing, absentee ballots and other election related news	81.93	
* L&A test - development of a unique test script, manual ballot marking, pretesting for comparisons and pulling equipment for public tests	211.24	
* Election Day support (SOE staff and phone bank)	398.43	
* Election night support- incl OT (SOE staff, vote tabulation and vote certification)	638.11	
* Assist municipality with canvass of Absentee Ballots, schedule canvass and act as member of Canvassing Board	293.60	
* Post election results on WEB site and Channel 20	92.36	
* Interface with candidates, press, city staff, city attorneys regarding Election Law	157.37	
* Conduct mandatory audit post election	112.80	
<u>PRECINCT SERVICES</u>	<u>\$152.52</u>	Cost per precinct
* Provide Clerk Bags i.e. precinct registers or programmed electronic poll books, affidavits, supplies etc.	24.24	
* Delivery and Pick up of voting equipment to training locations	2.43	
* Prepare precinct scanners and ADA Touch screen equipment	19.55	
* Prepare equipment cabinets and routing of voter equipment	19.55	
* Copy of current poll workers	0.15	
* Create and retain voting history (post elections)	18.16	
* Plan training class locations/train pollworkers/provide printed training materials	58.44	
* Provide laptop computers for Precinct Advisors or programmed electronic poll books	5.83	
* Notification of provisional ballot outcome	3.52	
* Copy of current polling place contract	0.15	
* Provide CD of voter file database or programmed poll books for Precinct Advisors	0.50	

TOWN OF PALM BEACH

Town Council Meeting on: November 12, 2013

Section of Agenda

Resolutions

Agenda Title

RESOLUTION NO. 179-2013 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Waiving the Requirement for a Formal Sealed Bid, Awarding RFQ No. 18-2014 and Approving a Contract in the Amount of \$26,249, to Cool Breeze Air Corp., for Replacement of the Air Conditioning Unit in Town Hall, and Establishing a Project Budget of \$30,000.

Presenter

Supporting Documents

- Memorandum dated November 4, 2013, from H. Paul Brazil, P.E., Director of Public Works
- Resolution No. 179-2013
- Bid Tab Sheets

TOWN OF PALM BEACH

Information for Town Council Meeting on: November 12, 2013

TO: Mayor and Town Council

VIA: Peter Elwell, Town Manager

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

RE: Award RFQ No. 18-2014 and Approving a Contract for Replacement of Town Hall Air Conditioning
Resolution No. 179-2013

DATE: November 4, 2013

STAFF RECOMMENDATION

Staff recommends that Town Council (1) approve Resolution No. 179-2013 awarding RFQ No. 18-2014 approving a contract to Cool Breeze Air Corp., for the replacement of the Town Hall Air Conditioning system for \$26,249 and establishing a project budget of \$30,000, and (2) waive the requirement for a formal sealed bid due to the condition of the existing unit.

GENERAL INFORMATION

The existing primary HVAC system which supplies the Town Council chambers at Town Hall is a roof top unit [RTU] which dehumidifies and cools the air in that area. In recent years the RTU has experienced leaks in the compressors, failure of the cooling coils and corrosion of the unit due to salt intrusion. The coils and compressor were replaced, however the dehumidification system is inoperative and the entire unit will continue to deteriorate in the salt air environment with ongoing repairs likely. The existing unit is approximately four years old, which is typical for this corrosive salt-air environment. Maintenance procedures have been updated to optimize the longevity of the new unit with enhanced inspection and maintenance efforts (wash down to remove salt, etc).

The Town's consultant, Kimley-Horn and Associates, was asked to provide recommendations on new RTU types or brands, including engineering services necessary to design the project, to develop specifications for the work, to develop the scope of work and bid documents, and to assist Town staff during the bidding process.

In accordance with the Town's purchasing manual the project was recently advertised and sealed bids were requested. No bids were received.

Due to the possible failure of the unit and prior delays in procurement, it is necessary to expedite replacement of the unit. The project was rebid as a Request for Quotes due to the limited time frame with an invitation to the five local HVAC contractors who had expressed an interest in the

original bid and had attended the pre-bid conference. Staff revised the specifications and requested that the contractors provide a replacement unit and include any options which would prolong the expected life of the unit, such as protective coatings and extended warranties. RFQ No. 18-2014 was opened on November 4, 2013, with three (3) contractors submitting bids. All bids and specifications were reviewed by staff and Cool Breeze Air Corp. was the lowest responsive, responsible bidder. Staff recommends awarding the RFQ to Cool Breeze Air Corp. for \$26,249 which includes the option for an extended warranty for the expected five year life of the unit. A project budget of \$30,000 is recommended to include a small construction contingency.

FUNDING/FISCAL IMPACT

Funding for this project is available within the Public Works Department FY2014 budget.

PURCHASING REVIEW

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

TOWN ATTORNEY REVIEW

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

Attachments

cc: Eric B. Brown, P.E., Assistant Director of Public Works
Brett Madison, Facilities Maintenance Division Manager
Lynda Cummings, Purchasing Agent

RESOLUTION NO. 179-2013

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, WAIVING THE REQUIREMENT FOR A FORMAL SEALED BID, AWARDING RFQ NO. 18-2014 AND APPROVING A CONTRACT IN THE AMOUNT OF \$26,249, TO COOL BREEZE AIR CORP., FOR REPLACEMENT OF THE AIR CONDITIONING UNIT IN TOWN HALL, AND ESTABLISHING A PROJECT BUDGET OF \$30,000.

* * * * *

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

Section 1. The Town Council of the Town of Palm Beach hereby waives the requirement for a formal sealed bid, awards RFQ No. 18-2014 and approves a contract in the amount of \$26,249 to Cool Breeze Air Corp., for the replacement of the Town Hall Air Conditioning System, and establishes a project budget of \$30,000.

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

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

PASSED AND ADOPTED in a regular adjourned session of Town Council of the Town of Palm Beach this 12th day of November 2013.

Gail L. Coniglio, Mayor

David A. Rosow, Town Council President

Robert N. Wildrick, Council President Pro Tem

William J. Diamond, Town Council Member

ATTEST:

Richard M. Kleid, Town Council Member

Susan A. Owens, MMC, Town Clerk

Michael J. Pucillo, Town Council Member



TOWN OF PALM BEACH
Bid No. 18-2014
PACKAGED ROOFTOP AIR
CONDITIONING UNIT (RTU)
TABULATION
 INCLUDING ALL OPTIONS

Vendor:	Cassidy A/C	Cool Breeze Air Corp	Smyth A/C
Address:	846 West 13th Court	13120 SW 130 Terrace	3718 23rd Ave. South
	Rivera Beach, Florida 33404	Miami, Florida 33186	Lake Worth, Florida 33461
Fax:	(561) 863-8305	(305) 253-4420	(561) 533-9912
Contact:	John Cassidy	Joe Keller	Steven Smyth

Base Bid						
Line	Description	Qty	Unit	Price per Unit	Total	Price per Unit
1	Provide and install New RTU, as specified (F.O.B delivered and installed); To include: Removal & Disposal of Existing Unit, Engineering Wind Load Costs, Manufacturer's Warranty (specify Under Remarks ,below	1	LS	\$ 25,986.00	\$ 25,986.00	\$ 25,250.00
Total Base Bid				\$	25,986.00	\$ 25,250.00
Contractor Recommended Options						
Line	Description	Qty	Unit	Price per Unit	Total	Price per Unit
1	Enhanced Corrosion Coating	1	1	\$ 4,200.00	\$ 4,200.00	\$ 5,900.00
2	Extended Warranty 2nd -5th year including	1	1	\$ 1,630.00	\$ 1,630.00	\$ 1,745.00

Grand Total Including Options	\$31,816.00	\$31,370.00	\$32,895.00
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Lead time to start (ARO) Weeks 4- 5 weeks 4-6 weeks 4-5 weeks



TOWN OF PALM BEACH
Bid No. 18-2014
PACKAGED ROOFTOP AIR
CONDITIONING UNIT (RTU)
TABULATION
Warranty Only

Vendor:	Cassidy A/C	Cool Breeze Air Corp	Smyth A/C
Address:	846 West 13th Court	13120 SW 130 Terrace	3718 23rd Ave. South
	Rivera Beach, Florida 33404	Miami, Florida 33186	Lake Worth, Florida 33461
Fax:	(561) 863-8305	(305) 253-4420	(561) 533-9912
Contact:	John Cassidy	Joe Keller	Steven Smyth

Base Bid						
Line	Description	Qty	Unit	Price per Unit	Total	Total
1	Provide and install New RTU, as specified (F.O.B delivered and installed); To include: Removal & Disposal of Existing Unit, Engineering Wind Load Costs, Manufacturer's Warranty (specify Under Remarks ,below	1	LS	\$ 25,986.00	\$ 25,986.00	\$ 25,250.00
Total Base Bid				\$	25,986.00	\$ 25,250.00
Contractor Recommended Options						
Line	Description	Qty	Unit	Price per Unit	Total	Total
1	Extended Warranty 2nd -5th year including	1	1	\$ 1,630.00	\$ 1,630.00	\$ 1,745.00
					\$ 1,425.00	\$ 1,745.00
					\$ 24,824.00	\$ 25,250.00

Grand Total Including Options				\$ 27,616.00	\$ 26,249.00	\$ 26,995.00
Lead time to start (ARO) Weeks				4- 5 weeks	4-6 weeks	4-5 weeks

TOWN OF PALM BEACH

Town Council Meeting on: November 12, 2013

Section of Agenda

Resolutions

Agenda Title

RESOLUTION NO. 180-2013 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving Purchase Orders to Universal Electric of Florida, Inc., and C. R. Dunn, Inc., for FY2014 Electrical Maintenance and Repair Services, in a Cumulative Total Amount Not-to-Exceed \$154,000.

Presenter

Supporting Documents

- Memorandum dated October 15, 2013, from H. Paul Brazil, P.E., Director of Public Works
- Resolution No. 180-2013

TOWN OF PALM BEACH

Information for Town Council Meeting on: November 12, 2013

To: Mayor and Town Council

Via: Peter B. Elwell, Town Manager

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

Re: Approve Purchase Orders for Electrical Maintenance and Repair Services
Resolution No. 180-2013

Date: October 15, 2013

STAFF RECOMMENDATION

Staff recommends that Town Council approve Resolution No. 180-2013 awarding a purchase order to Universal Electric of Florida, Inc., and C. R. Dunn, Inc., for the FY 14 electrical maintenance and repair services contract in a cumulative total amount not-to-exceed \$154,000.

GENERAL INFORMATION

The Public Works Department accomplishes a variety of electrical maintenance and repair tasks at numerous locations and for many different types of Town infrastructure. In order to provide the most cost effective and efficient means of performing this work, the Town relies upon not only its in-house staff but electrical contractors as well. Bid No. 2013-06 was advertised for five categories of work (Town buildings, docks, street lights, pump stations, and traffic signals) to solicit qualified electrical contractors. Universal Electric of Florida, Inc. (buildings, docks, and street lights) and C.R. Dunn, Inc. (pump stations and traffic signals) were identified as the lowest responsive bidders in each of their respective categories.

The FY14 budget available for these electrical maintenance and repair tasks is approximately \$154,000 and that amount is recommended to be the maximum cumulative contract amount. The exact dollar amount of work issued in any given category of work will depend on the required work during the year.

Each task will be negotiated based upon the scope of work necessary and the unit rates identified in the bids. Invoices will be paid for tasks as they are completed.

FUNDING/FISCAL IMPACT

Sufficient funds are available in the approved FY2014 Public Works Department budget to complete this work.

PURCHASING REVIEW

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

TOWN ATTORNEY REVIEW

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

Attachment

cc: Jane Struder, Finance Director
Eric B. Brown, P.E., Assistant Director of Public Works
Brett Madison, Facilities Maintenance Division Manager
Lynda Cummings, Purchasing Agent

RESOLUTION NO. 180-2013

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING PURCHASE ORDERS TO UNIVERSAL ELECTRIC OF FLORIDA, INC., AND C. R. DUNN, INC., FOR FY2014 ELECTRICAL MAINTENANCE AND REPAIR SERVICES, IN A CUMULATIVE TOTAL AMOUNT NOT-TO-EXCEED \$154,000.

* * * * *

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

Section 1. The Town Council of the Town of Palm Beach hereby approves purchase orders to Universal Electric of Florida, Inc. and C. R. Dunn, Inc. in a cumulative not-to-exceed \$154,000 FY14, for electrical maintenance and repair services to be performed as needed.

Section 2. The Town Manager is hereby authorized and directed to execute these purchase orders on behalf of the Town of Palm Beach for this work.

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

PASSED AND ADOPTED in a regular adjourned session of Town Council of the Town of Palm Beach this 12th day of November 2013.

Gail L. Coniglio, Mayor

David A. Rosow, Town Council President

Robert N. Wildrick, Council President Pro Tem

William J. Diamond, Town Council Member

ATTEST:

Richard M. Kleid, Town Council Member

Susan A. Owens, MMC, Town Clerk

Michael J. Pucillo, Town Council Member

TOWN OF PALM BEACH

Town Council Meeting on: November 12, 2013

Section of Agenda

Resolutions

Agenda Title

RESOLUTION NO. 181-2013 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving a Purchase Order in the Amount of \$9,770, to Kimley-Horn and Associates, Inc., for Design Phase Engineering Services for the Pump Replacements at the A-6 Pump Station, and Establishing a Design Phase Engineering Services Budget of \$12,000.

Presenter

Supporting Documents

- Memorandum dated October 18, 2013, from H. Paul Brazil, P.E., Director of Public Works
- Resolution No. 181-2013
- Kimley-Horn Proposal

TOWN OF PALM BEACH

Information for Town Council Meeting on: November 12, 2013

TO: Mayor and Town Council

VIA: Peter B. Elwell, Town Manager

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

RE: Approve a Purchase Order for Design Phase Engineering Services for the Pump Replacements at the A-6 Sanitary Sewer Pump Station
Resolution No. 181-2013

DATE: October 18, 2013

STAFF RECOMMENDATION

Staff recommends that Town Council approve Resolution No. 181-2013 approving a purchase order for design phase engineering services for the pump replacements at the A-6 pump station in the amount of \$9,770 to Kimley-Horn and Associates, Inc. (KHA), and establishing a design phase engineering services budget of \$12,000.

GENERAL INFORMATION

The three submersible dry-pit pumps that have been servicing the A-6 pump station for many years have reached the end of their useful life. This is currently causing reliability issues and the pumps are in need of replacement. KHA will provide design services which will include the following: pre/post replacement wastewater system modeling, pump selection, hydraulic modeling, Health Department permit preparation and submittal, and preparation of design plans and specifications.

Staff has negotiated a design phase engineering services proposal with KHA, in the amount of \$9,770. Staff also recommends a contingency of \$2,230 for a total design phase engineering services budget of \$12,000.

FUNDING/FISCAL IMPACT

Funding for this project is fully contained within the FY2014 Pay As You Go Capital Improvement Program (307 Fund). This is not part of the Accelerated Capital Improvement Program.

PURCHASING REVIEW

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

TOWN ATTORNEY REVIEW

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

Attachments

cc: Jane Struder, Finance Director
Eric B. Brown, P.E., Assistant Director of Public Works
William K. Francis, P.E., Town Engineer
Jeffrey M. Sanon, P.E., Project Engineer
Doug Terry, Water Resources Division Manager
Lynda Cummings, Purchasing Agent

RESOLUTION NO. 181-2013

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING A PURCHASE ORDER IN THE AMOUNT OF \$9,770, TO KIMLEY-HORN AND ASSOCIATES, INC., FOR DESIGN PHASE ENGINEERING SERVICES FOR THE PUMP REPLACEMENTS AT THE A-6 PUMP STATION, AND ESTABLISHING A DESIGN PHASE ENGINEERING SERVICES BUDGET OF \$12,000.

* * * * *

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

Section 1. The Town Council of the Town of Palm Beach hereby approves a purchase order in the amount of \$9,770 to Kimley-Horn and Associates, Inc., for the Pump Replacements at the A-6 Pump Station Project, and establishes a design phase engineering services budget of \$12,000.

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

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

PASSED AND ADOPTED in a regular adjourned session of Town Council of the Town of Palm Beach this 12th day of November 2013.

Gail L. Coniglio, Mayor

David A. Rosow, Town Council President

Robert N. Wildrick, Council President Pro Tem

William J. Diamond, Town Council Member

ATTEST:

Richard M. Kleid, Town Council Member

Susan A. Owens, MMC, Town Clerk

Michael J. Pucillo, Town Council Member



Kimley-Horn
and Associates, Inc.

October 18, 2013

Mr. Jeff Sanon, P.E.
Town of Palm Beach
951 Old Okeechobee Road, Ste. "A"
West Palm Beach, FL 33401

■
Suite 200
1920 Wekiva Way
West Palm Beach
Florida
33411-2410

Re: A-6 Sanitary Pump Station - Pump Replacement

Dear Jeff,

Kimley-Horn and Associates, Inc. ("KHA" or "CONSULTANT") is pleased to submit this proposal to The Town of Palm Beach ("TOWN" or "CLIENT") for providing professional engineering services related to the replacement of the three pumps at A-6 Sanitary Pump Station in Palm Beach. Our project understanding, scope of services, and fee follows.

Project Understanding

It is understood that the Town has recently experienced reliability issues with the pumps at A-6 Pump Station. KHA has been requested to provide engineering services related to the replacement of the three dry-pit submersible pumps.

Scope of Services

KHA will provide the following services related to the design of the replacement pumps:

- Perform one site visit to gather information relevant to the design.
- Review the wastewater system hydraulic model, historical pump run times, and rain gauge data provided by the Town to determine the historical peak hour flows and infiltration flows and associated pressures.
- Select replacement pumps
- Model replacement pump operation within the wastewater system hydraulic model to determine effects on system pressures and other lift stations
- Revise construction drawings to modify dry-pit piping to accommodate the new pumps
- Submit a Health Dept. Permit application and fee for the new pumps at the A-6 Station



TEL (561) 845-0665
FAX (561) 863-8175



The plans and specifications will be incorporated into the A-5 and A-6 Pump Station Improvements construction documents.

Electrical engineering services are not included in this additional services request. Electrical improvements are not anticipated for the pump replacement as long as the motor horsepower for each pump remains below 30hp. If it is found that the pump selection requires a motor horsepower above 30hp the entire electrical system should be reviewed due to the existing 230V electrical service. The electrical review is not included in the scope for this additional services request as we do not anticipate that the replacement pumps motor horsepower will be greater than 30hp.

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.

Information and Services Provided By Others

We shall be entitled to rely upon the accuracy of information provided by others in the performance of professional services. It is anticipated that the following items will need to be provided to KHA by the Town during the project.

- Access to the site.

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 a budget of \$9,770.00 be established for these services.

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 January 28, 2010, which are incorporated by reference. As used in the Agreement, the term "CONSULTANT" shall refer to Kimley-Horn and Associates, Inc., and the term "TOWN" or "CLIENT" shall refer to The Town of Palm Beach.



If you concur in all the foregoing and wish to direct us to proceed with the services, please notify us by providing a purchase order for the scope and fees described above.

We appreciate the opportunity to propose these services to you.

Very truly yours,
KIMLEY-HORN AND ASSOCIATES, INC.

A handwritten signature in blue ink, appearing to read 'KS', is positioned above a horizontal line.

By: Kevin Schanen, P.E.
Vice President

Attachment

K:\WPB_Civil\044063134 - A5 A6 Pump Improvements\MIS\Additional Service\A-6 Pump Replacement
Proposal.docx

TOWN OF PALM BEACH

Town Council Meeting on: November 12, 2013

Section of Agenda

Resolutions

Agenda Title

RESOLUTION NO. 182-2013 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving a Purchase Order in an Amount Not-to-Exceed \$81,655 to ACF Power Systems, LLC of Tampa, Florida, for the Purchase of a Baldor 300-KW Generator for the D-17 Storm Water Pump Station.

Presenter

Supporting Documents

- Memorandum dated October 31, 2013, from H. Paul Brazil, P.E., Director of Public Works
- Resolution No. 182-2013
- ACF Proposal

TOWN OF PALM BEACH

Information for Town Council Meeting on November 12, 2013

TO: Mayor and Town Council

VIA: Peter Elwell, Town Manager

FROM: H. Paul Brazil, Director of Public Works

RE: Approving a Purchase Order for a 300-KW Replacement Generator for the
D-17 Storm Water Pumping Station
Resolution No. 182-2012

DATE: October 31, 2013

STAFF RECOMMENDATION

Staff recommends that Town Council approve Resolution No. 182-2013 approving a purchase order for a Baldor 300-KW Generator through the Florida Sheriffs Association, in the amount of \$81,655 from ACF Power Systems, LLC of Tampa, Florida.

GENERAL INFORMATION

On September 2, 2013 during normal operations, the Detroit Diesel 300-KW generator that serves the D-17 storm water basin in the area of Clarendon Road failed to produce emergency electricity. Three local authorized Detroit Diesel service companies were called and provided an assessment of the needed repairs, with estimates ranging from \$44,977.15 to \$52,896.67. In addition to the repair costs, scheduled upgrades to the existing generator were expected that included the replacement of the corroded steel weatherproof enclosure to a wind rated sound-attenuated, corrosive-resistant aluminum enclosure, and minor corrosion remediation of the base mounted fuel tank. These planned upgrades are valued at approximately \$22,000. The total for all necessary work on the existing generator its approaching the replacement cost for a new one. Therefore, due to the age of the existing generator, its expired warranty and the expense of the planned repairs and upgrades, staff recommends purchasing a new generator.

Public Works has secured a leased portable generator large enough to assure uninterrupted service in the event of a power failure during a rain event.

FUNDING/FISCAL IMPACT

This equipment replacement was not planned, however funds are available in the Town's Storm Water General Improvement Reserves to purchase the new generator. The Public Works operating budget for FY14 also is available for any incidental expenses (crane rental, electrical connections, etc.) that may occur in accomplishing the generator installation.

PURCHASING REVIEW

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

TOWN ATTORNEY REVIEW

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

Attachments

cc: Jane Struder, Finance Director
Eric B. Brown, P.E., Assistant Director of Public Works
Doug Terry, Water Resources Division Manager
Lynda Cummings, Purchasing Agent

RESOLUTION NO. 182-2013

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING A PURCHASE ORDER IN AN AMOUNT NOT-TO-EXCEED \$81,655 TO ACF POWER SYSTEMS, LLC OF TAMPA, FLORIDA, FOR THE PURCHASE OF A BALDOR 300-KW GENERATOR FOR THE D-17 STORM WATER PUMP STATION.

* * * * *

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

Section 1. The Town Council of the Town of Palm Beach hereby approves a purchase order in an amount not-to-exceed \$81,655 to ACF Power Systems, LLC of Tampa, Florida, for a Baldor 300-KW Generator for the D-17 Storm Water Pump Station Project.

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

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

PASSED AND ADOPTED in a regular adjourned session of Town Council of the Town of Palm Beach this 12th day of November 2013.

Gail L. Coniglio, Mayor

David A. Rosow, Town Council President

Robert N. Wildrick, Council President Pro Tem

William J. Diamond, Town Council Member

ATTEST:

Richard M. Kleid, Town Council Member

Susan A. Owens, MMC, Town Clerk

Michael J. Pucillo, Town Council Member



10/31/13

Town of Palm Beach – **Quote # 13084-015-LD-Revised**

Re: FSA State Contract – Generator Purchase

Enclosed you will find our proposal and detailed scope of supply to meet your requirements.

Here is a breakdown of the pricing:

300 kW Replacement

FSA Spec # 45:

Generator Base Bid (125 kW).....	\$37,780
Upgrade to 300 kW.....	\$30,385
Delete Std. Enclosure.....	(\$7,506)
Add EPE Enclosure (Aluminum).....	\$14,848
Add PMG.....	\$985
Add Coolant Heater.....	\$398
Add 5 Year Comprehensive Warranty.....	\$4,765
Total 300 kW Generator Contract.....	\$81,655.00

ACF Standby Systems is a full service and sales organization with offices in Tampa, Miami, Orlando, and Jacksonville. We are committed to providing you with a quality standby power system and aftermarket services for the long life of that system.

If you have any questions regarding this proposal or ACF Standby Systems capabilities please do not hesitate to call me at: 321-693-4935, cell.

Sincerely,

Larry Davis
Regional Manager
321-693-4935
L.davis@acfpower.com



Quote Number		Project Name		Quote Date	Expiration Date	Currency	
13084-015-LD-A-Revised		Town of Palm Beach		10/18/13	11/30/13	USD	
Sales Person	Manufacturing Plant			Quote Entered By		Contact No.	
Larry Davis	BALDOR GENERATORS			Larry Davis		321-693-4935	
Estimated Shipment							
10-12 weeks after release to production							
Quoted To:				Ship To:			
Town of Palm Beach Attn: Doug Terry FSA State Contract: 13-11-0904; Spec # 48.				Palm Beach, Fl.			
<u>Line No.</u>	<u>Qty</u>	<u>Part Number</u>	<u>Description</u>			<u>Unit Net</u>	<u>Extended Total</u>
000010	1	IDLC300-3DU	Baldor 300 kW Diesel generator.			Included	Included
000020	1	Freight	Freight to Palm Beach			Included	Included
000030	1	Startup	Onsite Startup and Training by Factory Trained Rep.			Included	Included
			TOTAL QUOTE (Does not include: Fuel)				\$81,655.00

Basic Configuration: IDLC-Ind. Diesel Liquid Cooled

Model	Engine Manufacturer	Frequency / Speed (RPM)	Ambient (Min/Max)
IDLC300-3DU	Detroit	60 Hz / 1800	-18 °C / 40 °C
Duty / Alt Temp Rise	Engine Model	Engine Control Voltage (DC)	Elevation
Standby / 125 °C	6063HV35	24	1000 Ft
Genset Agency Approval	Emissions Standard	Fuel Type	Enclosure / Mount Method
UL2200 / CUL	Tier 3 Emergency	Diesel	Enclosed / Skid Mounted
Output Rating (kw/kva)	Full Load Amps	Voltage (L-L/L-N) - Connection	Phase / Power Factor
300 KW / 375 kVA	451 a	480/277 / Hi Wye	Three / 0.80

Additional Specifications:

PRODUCT

Emissions Application: EPA Stationary Emergency

ALTERNATOR

Alternator Regulator: MX341-UL
Drip shield: IP22
Alternator Space Heater: No
Exciter Field Circuit Breaker: No
Alternator Excitation: PMG
Alternator Model Number: HCI434D-311
Alternator Agency Approval: UL1004

ENGINE

Engine Governor Type: Engine Mfr ECU
Oil and Coolant Drains: Yes
Coolant Radiator: Unit mounted
Coolant Heater: 2.5kW 240V 1Ph w/ J-Box
Battery: Standard Starting Battery
Battery Quantity: 2
Battery Type: Group8D Style 12V 1100 CCA Min
Battery Charger: Yes
BC Brand: Stored Energy Systems
BC Battery Type: Lead Acid
BC Output Amps: 10 a
BC Input Volts & Hertz: 120/60
Cold Weather Package: No

CONTROL

Genset Controller: Intellite NT Digital Controls
Controller Low Coolant Level: Yes
Paralleling version: No

ENCLOSURE

Enclosure Option: EPE Level 1 Sound/Wind Rated
Enclosure material: Aluminum - Powder Coated
Enclosure color: Baldor Almond - C9B
Enclosure Logo: Standard Baldor Logo
Enclosure Hardware Kit: Stainless Steel HW Key-lock G3
Intregrated Vibro Mounts: Included
Additional Vibro Mounts: Yes

Vibration Isolator Type: Standard Spring
Vibration Isolator Location: Under Genset skid - installed

EXHAUST

Exhaust Attenuation Grade: Critical
Exhaust Mounting Method: External mount for enclosure

POWER CONNECTION

Circuit Breaker: 1
1 Circuit Breaker Rating: 80% Electronic Fixed
1 Circuit Breaker Amp: 500 a
1 Circuit Breaker Volt Frame: 600
1 Circuit Breaker Pole: 3 Pole
1 Circuit Breaker Mount Loc.: Unit mounted
1 Circuit Breaker Shunt Trip: Yes

FUEL

Fuel Tank Capacity: Standard Tank Capacity
Standard Tank Capacity: 540

Fuel Tank Type: Steel Double Wall Fuel Tank
Fuel Tank Agency Approval: UL-142
Flex Fuel Lines: UL
Manual Fuel Primer On Engine: Included
Engine Primary Filter: 25 Microns
Engine Secondary Filter: 8 Microns
Water Separator On Engine: Included
Supplemental 30um filt/sep: Included
Fuel Tank Accessories: 90% High Fuel Warning
Fuel Tank Accessories: 5 Gal. Fuel Spill Containment

PRODUCT MANUALS

Copies of Operating Manual: 1

WARRANTY

Labor Warranty: 5 Year/ 3000 Hours
Parts Warranty: 5 Year / 3000 Hours

TESTING

Standard Test 1.0 PF: 1 hrs

FLORIDA SHERIFFS ASSOCIATION & FLORIDA ASSOCIATION OF COUNTIES

SPECIFICATION #048 - 125KW GENERATOR PACKAGE

2014 Baldor IDLC125 ; 2014 Blue Star Power Systems JD125-02
2014 Caterpillar D125 ; 2014 Generac SD125
2014 Godwin 125 ; 2014 Tradewinds TJ125
2014 Wacker G150

ALL ITEMS FACTORY INSTALLED UNLESS OTHERWISE INDICATED

INSTRUCTIONS: Listed above, you will find the model numbers of the vehicles that will be included in this year's contract.

1. GENERATOR REQUIREMENTS:

- a. Standby duty rated at 125.0 EKW, 156.3 KVA, 8 power factor.
- b. 480 volts
- c. 3 phase, 60 hertz, 1800 rpm
- d. Directly connected to the engine flywheel housing with flex coupling.
- e. Generator shall meet performance class G3 of IEC.
- f. Unit shall be in compliant to UL 2200 labeled.

2. ENGINE:

- a. Water cooled diesel engine, sized for generator set.
- b. Emission compliant engine.

3. CONTROLS:

- a. Solid state, microprocessor based generator controls.
- b. Controls shall provide all operating, monitoring and control functions for generator set.

4. ENCLOSURE/SILENCER:

- a. Complete diesel engine generator set including control panel, engine starting batteries and fuel oil tank shall be enclosed in a factory assembled water protective, sound attenuated enclosure.
- b. Critical grade silencer.
- c. Companion flanges.
- d. Flexible stainless steel exhaust.

5. FUEL TANK:

- a. Double wall sub-base tank integral to enclosure.
- b. 24 hour capacity at 100% at full load.
- c. Rupture basin with 110% capacity.
- d. Locking fuel caps.
- e. Mechanical fuel level gauge.
- f. Low fuel level alarm contact.
- g. Fuel tank rupture alarm contact.
- h. Must meet UL 142 and FDEP standards.

6. BATTERY CHARGER:

- a. Current limiting battery charger to automatically charge batteries.
- b. Charger shall be dual charge rate with automatic switching to boost rate when required.
- c. Charger shall be mounted on genset package.

7. START UP AND TESTING:

- a. Vendor must coordinate all start up and testing activities with the engineer and owner. After installation is completed by others and normal power is available, the vendor must perform a one (1) day start-up including the use of building load. The start-up technician will instruct all necessary personnel how to operate and maintain the equipment in accordance to the manufacturer's requirements.

8. CONDITIONS:

- a. In addition to equipment specified, each generator shall be equipped with all standard equipment as specified by the manufacture for this model and shall include but not be limited to the following necessary items:
- b. Initial filling of oil and antifreeze.
- c. Shrink wrap applied to the product to ensure a clean finish.
- d. During the start-up, the technician shall record the following information and provide to the owner for his records:
- e. Record Operating Voltage, Hz, Ph, and connected load (Amperage)
- f. Package information consisting of Make of generator (Cat, Wacker, or Tradewinds), Model (TJ125 TP20, DP125, etc.), Serial number of complete package, and Start-up date.
- g. Record engine and generator serial numbers.
- h. One complete set of operation and maintenance manuals.
- i. Two (2) year or 1500 hour standard standby generator warranty. Labor, materials, and travel for the warranty period repair will be paid by manufacturer during normal business hours.

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PROPOSAL PRICE

BID NO. 13-11-0904

Specification #48 125KW GENERATOR PACKAGE

Unit Price Per Base

Western District \$37,780.00 /ea.

Northern District \$37,780.00 /ea.

Central District \$37,780.00 /ea.

Southern District \$37,780.00 /ea.

Brand Name:



Baldor IDLC125

SUBMIT SEPARATE SHEETS FOR EACH BRAND AND MODEL OFFERED

BIDDERS MUST ATTACH A MANUFACTURER'S PRINT-OUT (CHRYSLER – "DIAL SYSTEM"; FORD – "DORA"; GENERAL MOTORS – "GM AUTOBOOK"; OR APPROVED EQUIVALENT) TO VERIFY THE VEHICLE BID MEETS ALL THE REQUIREMENTS OF THIS SPECIFICATION. ALSO, ANY DEALER INSTALLED AFTERMARKET COMPONENTS, IF SPECIFIED, MUST BE NOTED ON THE MANUFACTURER'S PRINT-OUT. ALL ENCLOSED CONDITIONS AND REQUIREMENTS SHALL APPLY.

Delivery should occur within 60 - 90 calendar days after receipt of Purchase Order.

13-11-0904

Specification #48 125KW GENERATOR PACKAGE**SPECIFICATIONS THAT MAY BE DELETED/ADDED, ORDER CODE, DESCRIPTION AND PRICE****LEGEND FOR
DELETE/ADD OPTIONS**

Every line will require a **DOLLAR VALUE** or one of the following abbreviations:

Std. = Manufacturer's standard equip.

Incl. = included with base specs.

NC = no additional charge

NA = not applicable to the vehicle

SUBMIT SEPARATE SHEETS FOR EACH BRAND AND MODEL OFFERED

Order code	Delete options	Credit
IDLC20-3MU	Downgrade generator package - 20KW	\$15,250.00
IDLC30-3JU	Downgrade generator package - 30KW	\$14,599.00
IDLC50-3JU	Downgrade generator package - 50KW	\$12,337.00
IDLC60-3JU	Downgrade generator package - 60KW	\$11,722.00
IDLC80-3JU	Downgrade generator package - 80KW	\$6,472.00
IDLC100-3JU	Downgrade generator package - 100KW	\$4,580.00
IDLC40-3JU	Downgrade generator package - specify <i>Downgrade Generator Package - 40 kW</i>	\$12,799.00
IGLC45-2GU	Downgrade generator package - specify <i>Downgrade Generator Package to a 45 kW Natural Gas or LP Generator</i>	\$16,555.00
IGLC55-2GU	Downgrade generator package - specify <i>Downgrade Generator Package to a 45 kW Natural Gas or LP Generator</i>	\$15,693.00
IGLC75-2GU	Downgrade generator package - specify <i>Downgrade Generator Package to a 45 kW Natural Gas or LP Generator</i>	\$14,345.00
IGLC100-2GU	Downgrade generator package - specify <i>Downgrade Generator Package to a 45 kW Natural Gas or LP Generator</i>	\$9,642.00
24hrDWT-1	Delete option - specify <i>Delete 24 Hr Sub-Base Tank for 20 - 500 kW Units</i>	\$2,713.00
24hrDWT-2	Delete option - specify <i>Delete 24 Hr Sub-Base Tank for 600 - 800 kW Units</i>	\$10,015.00
24hrDWT-3	Delete option - specify <i>Delete 24 Hr Sub-Base Tank for 1000 - 1600 kW Units</i>	\$17,258.00
24hrDWT-4	Delete option - specify <i>Delete 24 Hr Sub-Base Tank for 2000 kW Unit</i>	\$27,556.00
PPA-1	Delete option - specify <i>Delete Enclosure for 20-250 kW Units</i>	\$3,311.00
PPA-2	Delete option - specify <i>Delete Enclosure for 275-500 kW Units</i>	\$7,506.00
WPE-1	Delete option - specify <i>Delete Enclosure for 600-2000 kW Units</i>	\$22,532.00
	Delete option - specify	
	Delete option - specify	
	Delete option - specify	
	Delete option - specify	

Specification #48 125KW GENERATOR PACKAGE**SPECIFICATIONS THAT MAY BE DELETED/ADDED, ORDER CODE, DESCRIPTION AND PRICE****LEGEND FOR
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Incl. = included with base specs.

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NA = not applicable to the vehicle

SUBMIT SEPARATE SHEETS FOR EACH BRAND AND MODEL OFFERED

Delete option - specify

Delete option - specify

Delete option - specify

Delete option - specify

Delete option - specify

Delete option - specify

Order code	Add options	Price
IDLC150-3JU	Upgrade generator package - 150KW	\$3,442.00
IDLC180-3JU	Upgrade generator package - 175KW	\$6,088.00
IDLC200-3JU	Upgrade generator package - 200KW	\$7,358.00
IDLC250-3JU	Upgrade generator package - 250KW	\$14,590.00
IDLC300-3DU	Upgrade generator package - 300KW	\$30,385.00
IDLC350-3DU	Upgrade generator package - 350KW	\$39,541.00
IDLC400-3DU	Upgrade generator package - 400KW	\$42,086.00
IDLC450-3DU	Upgrade generator package - 450KW	\$54,222.00
IDLC500-2DU	Upgrade generator package - 500KW	\$55,022.00
IDLC600-2MU	Upgrade generator package - 600KW	\$101,503.00
IDLC225-3JU	Upgrade generator package - specify <i>Upgrade Generator Package to a 225 kW Generator</i>	\$12,590.00
IDLC800-2MU	Upgrade generator package - specify <i>Upgrade Generator Package to a 800 kW Generator</i>	\$151,395.00
IDLC1000-2MU	Upgrade generator package - specify <i>Upgrade Generator Package to a 1000 kW Generator</i>	\$193,951.00
IDLC1250-2MU	Upgrade generator package - specify <i>Upgrade Generator Package to a 1250 kW Generator</i>	\$272,408.00
IDLC1600-2MU	Upgrade generator package - specify <i>Upgrade Generator Package to a 1600 kW Generator</i>	\$333,161.00
IDLC2000-2MU	Upgrade generator package - specify <i>Upgrade Generator Package to a 2000 kW Generator</i>	\$465,313.00
IGLC155-2NU	Upgrade generator package - specify <i>Upgrade to a 152 Natural Gas Generator - LP is Derated</i>	\$28,255.00
IGLC210-2NU	Upgrade generator package - specify <i>Upgrade to a 200 Natural Gas Generator - LP is Derated</i>	\$36,147.00
IGLC280-2NU	Upgrade generator package - specify <i>Upgrade to a 264 Natural Gas Generator - LP is Derated</i>	\$67,025.00

Specification #48 125KW GENERATOR PACKAGE**SPECIFICATIONS THAT MAY BE DELETED/ADDED, ORDER CODE, DESCRIPTION AND PRICE****LEGEND FOR
DELETE/ADD OPTIONS**

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SUBMIT SEPARATE SHEETS FOR EACH BRAND AND MODEL OFFERED

IGLC350-2NU	Upgrade generator package - specify <i>Upgrade to a 332 Natural Gas Generator - LP is Derated</i>	\$90,929.00
IGLC420-2NU	Upgrade generator package - specify <i>Upgrade to a 396 Natural Gas Generator - LP is Derated</i>	\$118,914.00
PMG	Optional equipment - specify <i>Add Permanent Magnet Generator Option</i>	\$985.00
C/H	Optional equipment - specify <i>Add Coolant Heater</i>	\$398.00
540DW-UL142	Optional equipment - specify <i>540 Gallon UL142 Double Wall Sub-Base Diesel Tank</i>	\$5,265.00
1000 FDEP	Optional equipment - specify <i>1000 Gallon UL142 Double Wall Sub-Base Diesel Tank with FDEP Option</i>	\$8,105.00
1500 FDEP	Optional equipment - specify <i>1500 Gallon UL142 Double Wall Sub-Base Diesel Tank with FDEP Option</i>	\$11,790.00
2500 FDEP	Optional equipment - specify <i>2500 Gallon UL142 Double Wall Sub-Base Diesel Tank with FDEP Option</i>	\$15,474.00
500DW-UL2085	Optional equipment - specify <i>500 Gallon UL2085 Double Wall Sub-Base Diesel Tank</i>	\$13,926.00
1000DW - UL2085	Optional equipment - specify <i>1000 Gallon UL2085 Double Wall Sub-Base Diesel Tank with FDEP Option</i>	\$20,210.00
1500DW - UL2085	Optional equipment - specify <i>1500 Gallon UL2085 Double Wall Sub-Base Diesel Tank with FDEP Option</i>	\$22,316.00
2500DW - UL2085	Optional equipment - specify <i>2500 Gallon UL2085 Double Wall Sub-Base Diesel Tank with FDEP Option</i>	\$24,240.00
208/240V1	Optional equipment - specify <i>Change the Voltage to 208V or 240V for Units 20-500 kW</i>	\$3,072.00
208/240V2	Optional equipment - specify <i>Change the Voltage to 208V or 240V for Units 600-2000 kW</i>	\$7,474.00
NFPA110L1	Optional equipment - specify <i>Includes Remote Annunciator, Low Coolant Level SD, and Remote E-Stop</i>	\$775.00
LVL1-180-1	Optional equipment - specify <i>Sound Attenuated Aluminum 180 MPH Wind Rated Enclosure for 20-250 kW Units</i>	\$9,863.00
LVL1-180-2	Optional equipment - specify <i>Sound Attenuated Aluminum 180 MPH Wind Rated Enclosure for 300-500 kW Units</i>	\$14,848.00

Specification #48 125KW GENERATOR PACKAGE**SPECIFICATIONS THAT MAY BE DELETED/ADDED, ORDER CODE, DESCRIPTION AND PRICE****LEGEND FOR
DELETE/ADD OPTIONS**

Every line will require a **DOLLAR VALUE** or one of the following abbreviations:

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Incl. = included with base specs.

NC = no additional charge

NA = not applicable to the vehicle

SUBMIT SEPARATE SHEETS FOR EACH BRAND AND MODEL OFFERED

LVL1-180-3	Optional equipment - specify <i>Sound Attenuated Aluminum 180 MPH Wind Rated Enclosure for 600-2000 kW Units</i>	\$55,943.00
MNRSRV-1	Optional equipment - specify <i>Minor Service for 20-450 kW Units</i>	\$125.00
MNRSRV-2	Optional equipment - specify <i>Minor Service for 500-1000 kW Units</i>	\$150.00
LoadBank-1	Optional equipment - specify <i>2 Hr. Load Bank for units 20-800 kW</i>	\$600.00
LoadBank-2	Optional equipment - specify <i>2 Hr. Load Bank for units 1000-2000 kW</i>	\$2,500.00
MNRSRV-3	Optional equipment - specify <i>Minor Service for 1250-2000 kW Units</i>	\$175.00
MAJSRV-1	Optional equipment - specify <i>Major Service for 20-250 kW Units</i>	\$650.00
MAJSRV-2	Optional equipment - specify <i>Major Service for 300-500 kW Units</i>	\$800.00
MAJSRV-3	Maintenance Plan - specify <i>Major Service for units 600-1000 kW</i>	\$1,500.00
MAJSRV-4	Maintenance Plan - specify <i>Major Service for Units 1250-2000 kW</i>	\$2,500.00
5YRCOMP1	Warranty - specify <i>5 Yr / 3000 Hour Comprehensive Warranty for 20-250 kW Units</i>	\$2,650.00
5YRCOMP2	Warranty - specify <i>5 Yr / 3000 Hour Comprehensive Warranty for 300-500 kW Units</i>	\$4,765.00
5YRCOMP3	Warranty - specify <i>5 Yr / 3000 Hour Comprehensive Warranty for 600-2000 kW Units</i>	\$18,750.00
% Discount	Discount percentage off manufacturer's current published retail prices for non-specified options and any optional models bid. This discount ONLY APPLIES to a downgrade or an upgrade to the model listed in this specification. It does not apply to a completely different make or model. (The discount is applied to the manufacturer's current published retail prices.) <i>30% Off of List prices on any item not listed above</i>	Standard

TOWN OF PALM BEACH

Town Council Meeting on: November 12, 2013

Section of Agenda

Resolutions

Agenda Title

RESOLUTION NO. 183-2013 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Awarding Bid No. 2014-07 and a Construction Contract to Man-Con Incorporated, for the Island Drive Pavement Repair and Resurfacing, in the Amount of \$237,308.75, and Establishing a Total Construction Phase Budget of \$260,000.

Presenter

Supporting Documents

- Memorandum dated October 30, 2013, from H. Paul Brazil, P.E., Director of Public Works
- Resolution No. 183-2013
- Bid Tab Sheet
- Letter dated October 30, 2013, from Mock Roos
- Mock Roos Proposal

TOWN OF PALM BEACH

Information for Town Council Meeting on: November 12, 2013

To: Mayor and Town Council

Via: Peter B. Elwell, Town Manager

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

Re: Award Bid No. 2014-07 for Island Drive Pavement Repair and Resurfacing
Award Construction Phase Engineering Services
Capital Improvement Program
Resolution No. 183-2013

Date: October 30, 2013

STAFF RECOMMENDATION

Staff recommends that Town Council approve Resolution No. 183-2013, awarding Bid No. 2014-07 and approve a construction contract to Man-Con Incorporated for Island Drive Pavement Repair and Resurfacing in the amount of \$237,308.75, and establishing a construction phase budget of \$260,000.

GENERAL INFORMATION

The 2014 Capital Improvement Program (CIP) includes monies for a Milling & Resurfacing Program under the Streets and Roads projects. Staff recommends that Island Drive be resurfaced under this program.

The Everglades Island Undergrounding project installed new conduits for Florida Power & Light (FPL), Comcast, and Town Street lights via directional drilling construction. In addition, numerous cross road electrical services were installed. Florida Public Utilities (FPU) is replacing their gas main and house services. Both of these projects extended the full length of Island Drive. Everglades Island has also experienced a surge of new home construction and numerous utility services have been upgraded. All of the above work and a pavement cross-section that is relatively flat necessitate milling and resurfacing the roadway to provide a smooth riding surface and one that drains to the existing roadside inlets.

Public Works solicited bids for the Island Drive Pavement Repair and Resurfacing project from pre-approved underground utility contractors. Bids were received by the Town's Purchasing Division from two (2) contractors on October 25, 2013. The lowest responsive bid was from Man-Con Incorporated in the amount of \$237,308.75. Staff also recommends establishing a contingency of \$22,691.25 for unforeseen circumstances, resulting in a total construction phase budget of \$260,000.

Public Works also solicited a proposal from Mock, Roos & Associates, Inc. for construction phase engineering services in the amount of \$21,410. Staff also recommends establishing a contingency of \$3,500 for an estimated construction phase engineering services budget of

\$24,910. This is within the Town Manager's authority to approve. A separate purchase order will be issued if the construction contract is approved by the Town Council.

SPECIAL CONSIDERATION

Staff is requesting a waiver of the Town's Code of Ordinance Section 42-198 to allow construction work within the Town's right-of-way between December 1 and December 13, 2013, in order for the contractor to have sufficient time to complete the necessary pavement repairs and milling and resurfacing of Island Drive. Staff is also requesting a waiver to the Town's Code of Ordinance Section 42-199 to allow construction work to begin at 8:00 a.m. during the above referenced two weeks in December. Although we could award the contract and start the construction sooner, FPL has not completed their utility pole removal and the paving operations cannot start prior to this being completed.

FUNDING/FISCAL IMPACT

Funding for this project is fully contained within the Town's Pay-As-You-Go Capital Improvement Program.

PURCHASING REVIEW

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

TOWN ATTORNEY REVIEW

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

Attachments

cc: Eric B. Brown, P.E., Assistant Director of Public Works
William K. Francis, P.E., Town Engineer
Charles R. Langle, P.E., Senior Project Engineer
Lynda Cummings, Purchasing Agent

RESOLUTION NO. 183-2013

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, AWARDED BID NO. 2014-07 AND A CONSTRUCTION CONTRACT TO MAN-CON INCORPORATED, FOR ISLAND DRIVE PAVEMENT REPAIR AND RESURFACING, IN THE AMOUNT OF \$237,308.75, AND ESTABLISHING A TOTAL CONSTRUCTION PHASE BUDGET OF \$260,000.

* * * * *

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

Section 1. The Town Council of the Town of Palm Beach hereby awards Bid No. 2014-07 and a construction contract to Man-Con Incorporated in the amount of \$237,308.75 and establishes a construction phase budget of \$260,000.

Section 2. The Town Manager is hereby authorized and directed to execute these contracts on behalf of the Town of Palm Beach for this improvement.

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

PASSED AND ADOPTED in a regular adjourned session of Town Council of the Town of Palm Beach this 12th day of November 2013.

Gail L. Coniglio, Mayor

David A. Rosow, Town Council President

Robert N. Wildrick, Council President Pro Tem

William J. Diamond, Town Council Member

ATTEST:

Richard M. Kleid, Town Council Member

Susan A. Owens, MMC, Town Clerk

Michael J. Pucillo, Town Council Member



TOWN OF PALM BEACH

BID NO. 2014-07

**ISLAND DRIVE PAVEMENT
REPAIR AND RESURFACING**

Vendor: Johnson-Davis Inc.
Address: 604 Hillbrath Dr.
Lantana, FL 33462
Telephone: (561) 588-1199
Fax: (561) 585-5252
Contact: Bernie Vito

Man-Con, Incorporated

3460 SW 11th Street

Deerfield Beach, FL 33442

(954) 275-1821

(954) 427-8133

Guy Mancini

BID TABULATION

Line	Description	Est. Qty.	Unit	Unit Price	Amount	Unit Price	Amount
1	Mobilization	1	LS	\$ 9,000.00	\$ 9,000.00	\$ 10,300.00	\$ 10,300.00
2	Maintenance of Traffic	1	LS	\$ 4,500.00	\$ 4,500.00	\$ 3,750.00	\$ 3,750.00
3	NPDES Compliance	1	LS	\$ 500.00	\$ 500.00	\$ 1,250.00	\$ 1,250.00
4	Survey & As-builts	1	LS	\$ 3,000.00	\$ 3,000.00	\$ 2,500.00	\$ 2,500.00
5	Video Tape Existing Conditions	1	LS	\$ 2,000.00	\$ 2,000.00	\$ 2,800.00	\$ 2,800.00
6	Milling & Resurfacing (1" Type S-III Asphalt)	10,000	SY	\$ 12.00	\$ 120,000.00	\$ 10.00	\$ 100,000.00
7	Remove & Replace Flush Header Curb	300	LF	\$ 60.00	\$ 18,000.00	\$ 52.50	\$ 15,750.00
8	Flush Header Curb	585	LF	\$ 40.00	\$ 23,400.00	\$ 33.75	\$ 19,743.75
9	Remove & Reset Existing Paver Brick	15	SY	\$ 100.00	\$ 1,500.00	\$ 125.00	\$ 1,875.00
10	Pavement Repair	500	SY	\$ 100.00	\$ 50,000.00	\$ 43.25	\$ 21,625.00
11	Demolish Existing Retaining Walls	2	EA	\$ 1,500.00	\$ 3,000.00	\$ 2,500.00	\$ 5,000.00
12	Adjust Existing Manhole	16	EA	\$ 500.00	\$ 8,000.00	\$ 700.00	\$ 11,200.00
13	Adjust Existing Valve Box	14	EA	\$ 300.00	\$ 4,200.00	\$ 510.00	\$ 7,140.00
14	Striping & Pavement Markings	1	LS	\$ 2,000.00	\$ 2,000.00	\$ 3,125.00	\$ 3,125.00
15	Insurance and Indemnification	1	LS	\$ 1,000.00	\$ 1,000.00	\$ 2,500.00	\$ 2,500.00
16	Performance and Payment Bond	1	LS	\$ 3,000.00	\$ 3,000.00	\$ 3,750.00	\$ 3,750.00
17	General Contingency	1	LS	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00
TOTALS:				\$	278,100.00	\$	237,308.75

Bid Opened on October 25, 2013, at 2:00 PM

Opened by: *John Cmar*

Witnessed by: *Rob Brunsford*

Received 'No-Bid' From: D.S. Eakins
Lanzo Construction

No Response From:

B & B Underground
Centerline Utilities
Hinterland Group
T B Landmark Construction
The Whiting-Turner Contracting Company



October 30, 2013

Mr. Chuck Langley, P.E.
Town of Palm Beach
P.O. Box 2029
Palm Beach, FL 33480-2029

Ref. No.: B3033.01
Subject: Island Drive Pavement Repair

Dear Mr. Langley:

On October 25, 2013 a total of two bids were received from the Town's pre-approved Underground Contractors for the Town's Island Drive Pavement Repair Project. The bids ranged from \$278,100.00 to \$237,308.75. The apparent low bid of \$237,308.75 was received from Man-Con Incorporated. The second bid was received from Johnson-Davis Incorporated.

As requested by the Town, Man-Con provided references and a project resume list for its proposed paving subcontractor, C&N Construction, Inc. Based on our review of the resume, as well as on the references that were successfully contacted, it appears that C&N should be qualified to complete the intended paving portion of the project. It is further our understanding that Man-Con has used C&N as a subcontractor on previous similar projects.

Based on the above, we recommend award of the project to Man-Con Incorporated. Our recommendation to award is based on our review of the project and bidders from an engineering perspective and based on first hand past projects performance. We recommend that you seek advice of legal council relative to other issues regarding legalities of award of this contract.

If you have any questions or comments regarding this recommendation or the project, please call me at 683-3113 extension 293. I would be happy to meet with you to discuss this bid further.

Sincerely,

MOCK, ROOS & ASSOCIATES, INC.

Garry G. Gruber, P.E.
Vice President

GGG;cbm
Copies: William Francis

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MOCK • ROOS
ENGINEERS • SURVEYORS • PLANNERS

October 25, 2013

RECEIVED

OCT 26 2013

FOPB Public Works

Mr. Chuck Langley, P.E.
Town of Palm Beach
P.O. Box 2029
Palm Beach, FL 33480-2029

Ref. No.: B3033.10
Subject: Professional Construction Phase Services
for the Island Drive Paving Improvements

Dear Mr. Langley:

We are submitting the attached *Proposal To Provide Construction Phase Services for the Island Drive Paving Improvements*. Please review the attached documents and return one signed copy of the *Proposal* to our office as our authorization to proceed with the Scope of Services outlined in the proposal.

We will provide the Scope of Services on an hourly basis, plus reimbursable expenses. We anticipate the total fee to provide the Scope of Services will be \$21,410.

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

Sincerely,

MOCK, ROOS & ASSOCIATES, INC.

Garry G. Gruber, P.E.
Vice President

GGG:jeh
Enclosure
Copies: Bookkeeping

I:\mk\b3033.10\island dr draft proposal- docx

Proposal To Provide Construction Phase Services For the Island Drive Paving Improvements

Services to be provided by: Mock•Roos

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

Proposal Date: October 25, 2013

Proposal Terms

A. Project Description:

The Town of Palm Beach is moving forward paving improvements along Island Drive. Mock•Roos will provide the professional services as outlined under **B. Scope of Services** below.

B. Scope of Services:

1. Pre-Construction Activities

- a. Conduct a Pre-Construction meeting with the Contractor and the Town. Prepare and distribute the pre-construction meeting minutes.
- b. Provide Mock•Roos staff to review Contractor's fabrication shop drawing and engineering submittals for conformance with the Contract Documents.

2. Construction Activities

- a. Attend construction meetings between the Contractor, the Town, and Mock•Roos as necessary during the construction period. Prepare and distribute meeting minutes taken construction meetings.
- b. Provide a Mock•Roos field representative to perform site observations of the Contractor's Work delineated in the project construction drawings. Prepare and review Mock•Roos field observation reports. A total of 20 hours per week for a 4 week duration are included.
- c. Review, recommend, and prepare minor field directive changes, as requested by the Contractor or the Town.
- d. Provide review and payment recommendations for the Contractor's monthly pay applications. Only one pay application is assumed.
- e. Perform substantial completion walk-through(s) with the Contractor, Mock•Roos, and the Town. Prepare and distribute the EJCDC "substantial completion statements" and associated punch lists.

- f. Perform one “final completion walk-through” with the Contractor, Mock•Roos, and the Town.

4. Post Construction Activities

- a. Provide Mock•Roos staff to review and distribute closeout package provided by the contractor, including test data, densities, submittals, applicable permit(s).
- b. Review Contractor’s record drawing submittal to check for conformance with the Contract Documents and the design intent.
- c. Coordinate construction closeout with the Contractor and Town.

C. Additional Services:

1. Any services not included in the Scope of Services will be considered Additional Services.
2. Additional Services can be provided upon Mock•Roos receiving a revised scope of services and approved change order from the Town.

D. Fees and Rates:

1. The total fee to provide the Scope of Services on an hourly basis with a not to exceed fee of \$21,410.
2. Mock•Roos can provide Additional Services at the Mock•Roos hourly rates in effect at that time, plus any reimbursable expenses, or for an agreed upon lump sum fee.

E. Conditions:

1. All terms become valid upon Mock•Roos receiving one complete copy of this proposal within 30 days of its date.
2. In case of discrepancies, the terms of this proposal supersede those of previous agreements.

F. Acceptance and Authorization to Proceed:

1. This proposal is acceptable and Mock•Roos has authorization to proceed with the Scope of Services. This authorization becomes valid upon Mock•Roos receiving a Purchase Order for these services.

MOCK•ROOS

Signed:  10/25/13

Name: Garry G. Gruber, P.E.

Title: Vice President

Date: October 25, 2013

**Town of Palm Beach
Island Drive Paving Improvements
Construction Phase Services**

Task Description	Labor Classification					Subtotal
	Project Director	Senior Engineer	Field Representative	Senior Administrative Assistant		
Labor Hourly Billing Rate	\$185.00	\$155.00	\$105.00	\$60.00		
Total Hours	5	48	107	26		
Task 1: Pre-Construction Activities						
a. Pre-Construction Meeting & Minutes		3	3	1		\$ 840
b. Process Shop Drawings		3		1		\$ 525
Task 2: Construction Activities						
a. Field Progress Meetings and Minutes	1	8	8	2		\$ 2,385
b. Construction Field Observation and Reports		12	80	4		\$ 10,500
c. Field Change Directives		8		4		\$ 1,480
d. Review Pay Applications & Recommendation Letter	1	2	8	7		\$ 1,755
e. Substantial Completion Walk-Through and Punch List		2	2	1		\$ 580
f. Final Completion Walk-Through			2	2		\$ 330
Task 3: Post Construction Activities						
a. Process Final Paperwork - Project Closeout	1	4		2		\$ 925
b. Review Contractor Provided Record Drawings		4	4			\$ 1,040
c. Coordination with Contractor and Town	2	2		2		\$ 800
Subtotal	\$ 925	\$ 7,440	\$ 11,235	\$ 1,560		

Reimbursibles	\$ 21,160
Project Total	\$ 21,410

TOWN OF PALM BEACH

Town Council Meeting on: November 12, 2013

Section of Agenda

Resolutions

Agenda Title

RESOLUTION NO. 184-2013 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving a Purchase Order in the Amount of \$78,064.33 to Kimley-Horn and Associates, Inc., for Professional Engineering Services Associated with Groundwater Monitoring at the Town's Vegetative Landfill Sites, and Establishing a Project Budget of \$80,000.

Presenter

Supporting Documents

- Memorandum dated October 25, 2013, from H. Paul Brazil, P.E., Director of Public Works
- Resolution No. 184-2013
- Kimley-Horn Proposal

TOWN OF PALM BEACH

Information for Town Council Meeting on: November 12, 2013

To: Mayor and Town Council

Via: Peter B. Elwell, Town Manager

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

Re: Approve a Purchase Order for Groundwater Monitoring at the Vegetative Landfill Sites
Resolution No. 184-2013

Date: October 25, 2013

STAFF RECOMMENDATION

Town staff recommends that the Town Council approve Resolution No. 184-2013 authorizing a purchase order to Kimley-Horn and Associates, Inc. for \$78,064.33 for work associated with the groundwater monitoring of the Town's vegetative landfill sites at Skees Road and Okeechobee Boulevard, and establishing an overall budget of \$80,000.

GENERAL INFORMATION

The Town's operating permit for the Class III vegetative landfill sites at Skees Road and Okeechobee Boulevard requires semi-annual and quarterly groundwater monitoring, sampling and testing. Also included in the proposal is a task to perform photogrammetric mapping of the landfill sites to be used as a tool to determine current and future landfill capacities and aid in the annual reporting to regulatory agencies as part of the new permit conditions.

A proposal for these services was received from Kimley-Horn and Associates, Inc. The tasks include those activities required by permit, but do not include any extra sampling or testing that may be requested in the future by the PBC Health Department or the FDEP. Any such future requirement would be an additional service and may require additional funding. Town staff will inform the Town Council of any such increased efforts and will request funding if those costs exceed the proposed budget and contingency.

FUNDING/FISCAL IMPACT

The Public Works Department FY2014 budget includes sufficient funds to accomplish this professional services task.

PURCHASING REVIEW

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

TOWN ATTORNEY REVIEW

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

Attachments

cc: Jane Struder, Finance Director
Eric Brown, P.E., Assistant Director of Public Works
Chester Purves, Services Division Manager
Lynda Cummings, Purchasing Agent

RESOLUTION NO. 184-2013

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING A PURCHASE ORDER IN THE AMOUNT OF \$78,064.33 TO KIMLEY-HORN AND ASSOCIATES, INC., FOR PROFESSIONAL ENGINEERING SERVICES ASSOCIATED WITH GROUNDWATER MONITORING AT THE TOWN'S VEGETATIVE LANDFILL SITES, AND ESTABLISHING A PROJECT BUDGET OF \$80,000.

* * * * *

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

Section 1. The Town Council of the Town of Palm Beach hereby approves a purchase order to Kimley-Horn and Associates, Inc. in the amount of \$78,064.33 for professional engineering services and establishes a project budget of \$80,000.

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

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

PASSED AND ADOPTED in a regular, adjourned session of the Town Council of the Town of Palm Beach, assembled this 12th day of November 2013.

Gail L. Coniglio, Mayor

David A. Rosow, Town Council President

Robert N. Wildrick, President Pro Tem

William J. Diamond, Town Council Member

ATTEST:

Richard M. Kleid, Town Council Member

Susan A. Owens, MMC, Town Clerk

Michael J. Pucillo, Town Council Member

October 23, 2013

Mr. Eric Brown, P.E.
Town of Palm Beach
951 Old Okeechobee Road, Ste. "A"
West Palm Beach, FL 33401

■
Suite 200
1920 Wekiva Way
West Palm Beach
Florida
33411-2410

Re: Skees Road and Okeechobee Boulevard Landfill Facilities
2014 Compliance Sampling and Monitoring Proposal

Dear Eric,

Kimley-Horn and Associates, Inc. ("KHA" or "CONSULTANT") is pleased to submit this proposal to The Town of Palm Beach ("TOWN" or "CLIENT") for 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. The Town has asked that KHA work with a subconsultant, Conestoga-Rovers & Associates (fka HSA Engineers & Scientists), to perform the semiannual and biennial compliance sampling and prepare the monitoring reports for the 2014 permit year for both facilities.

The Town is currently in the process of renewing the operating permits for both facilities. The Palm Beach County Health Department has issued an "Intent to Issue a Solid Waste Permit Renewal" for both sites. The permit has been contested by Palm Beach County but it is understood that a settlement has been reached. As part of the renewal application, the Town requested that several Evaluation Parameters be eliminated from the monitoring provisions of the operating permit. The Palm Beach County Health Department has accepted this request according to the draft permit. Therefore, sampling and reporting for these parameters has not been included in this proposal.

In 2012, the Town began a voluntary supplementary sampling program to compliment the compliance monitoring program for select parameters. This program will continue in 2014 in the form of two quarterly sampling events in the same manner as was performed in 2013.



The Town has also requested that KHA 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. 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.

Based on this understanding, a description of the proposed scope of services is presented below.

Scope of Services

Task 1 – Operating Permit Compliance Monitoring, Groundwater Testing and Reporting

Kimley-Horn and Associates, Inc. will employ the services of a subconsultant, Conestoga-Rovers & Associates (CRA), to perform groundwater sampling, testing and reporting in accordance with the Town's landfill operating permit conditions for both the Skees Road and Okeechobee Landfill sites. It has been assumed that the parameters to be analyzed will be as listed in Appendix 7 of the Draft Permits for both sites that were issued by the Health Department on November 19, 2012. Samples will be obtained for the on-site monitoring wells and analyzed as specified in Appendix 6 of the Draft Permits on a semi-annual basis in January and July, 2014.

Reports will be generated that describe the laboratory testing results for each sampling event at each facility. These reports will be submitted to the PBCHD/FDEP as required by the draft permit conditions for both facilities. KHA will review the reports prepared by CRA prior to submission to the Town or the PBCHD/FDEP and offer comments or recommendations as appropriate. KHA staff will attend up to two (2) meetings 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., KHA 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 KHA's receipt of written approval by the Town to perform such actions.



Task 2 – Continued Supplemental Groundwater Monitoring

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 2014. KHA proposes to employ the services of CRA to perform the sampling and reporting. KHA will coordinate their efforts and review their reports prior to submittal to the Town and the PBCHD.

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 2014. KHA proposes to employ the services of CRA to perform the sampling and reporting. KHA will coordinate their efforts and review their reports prior to submittal to the Town and the PBCHD.

Task 3 – Photogrammetric Mapping and Landfill Capacity Estimation

KHA will employ the services of a Florida Licensed Land Surveyor to perform photogrammetric mapping of the Skees Road and Okeechobee Blvd. landfill sites to obtain topographic information relative to each facility. The maps will be scaled at 1"=60' and will contain digital aerial photography. A DTM file will be generated that will allow a three dimensional surface to be generated for each site. Horizontal and vertical controls will be established by a surveyor on the ground to provide the control points for the photogrammetric mapping. Elevations will be established in the National Geodetic Vertical Datum (NGVD) with one foot contours.

Once the topographical maps and surfaces are created, KHA will use this information to develop a grading model in AutoCAD Civil 3D. The closure elevation surfaces of each landfill will be developed and overlaid onto the 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. KHA will provide a copy of the photogrammetric map for each facility along with the results of the volumetric capacity analysis.

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.

<i>Task 1 – Operating Permit Compliance Monitoring, Groundwater Testing and Reporting</i>	<i>\$40,320</i>
<i>Task 2 – Continued Supplemental Groundwater Monitoring</i>	<i>\$18,790</i>
<i>Task 3 – Photogrammetric Mapping and Landfill Capacity Estimation</i>	<i>\$18,950</i>

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 January 28, 2010, which are incorporated by reference. As used in the Agreement, the term "KHA" 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 propose these services to you.

Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC.

By: Kevin Schanen, P.E.
Vice President

Attachment

K:\WPB_Civil\General\Schanen\Proposals\Palm Beach\Landfill Monitoring\2014\Landfill 2014 Compliance Sampling Proposal1.docx

ESTIMATE FOR ENGINEERING SERVICES

PROJECT:	2014 Landfill Monitoring														SHEET 1 of 1	
CLIENT:	Town of Palm Beach														FILE NO.	
ESTIMATOR:	KMS														DATE: 10/21/13	
ALLOCA 0.0650																
DESCRIPTION:	DIRECT LABOR (MAN-HOURS)															
	P8 QA/QC (DG)	P7 PM (KMS)	P5 Sr. Prof (AK)	P5 Sr. Prof (JL)	P4 Prof. (FH)	P4 Prof. (AKP)	P3 Jr. Prof. (JF)	P1 Jr. Prof. (NB)	D7 Designer (AR)	T7 Inspector (RC)	N6 Support Staff (DC)	SUB (HSA)	COMP	EXP	LINE TOTAL	
Task 1 - Permit Monitoring																
Review Sampling Results (January and July)	6.0		8.0								2.0				\$0	
Coordinate with HSA, Town, FDEP	2.0		8.0												\$3,035	
Attend up to two local meetings	4.0		6.0												\$2,062	
Town Council Meeting (1) attendance/prep			6.0								1.0				\$1,329	
Sub Fee Okcechohee			4.0								1.0	\$11,455.00		\$1,500.00	\$13,869	
Sub Fee Skies			4.0								1.0	\$15,563.00		\$1,500.00	\$17,977	
															\$0	
Task 2 - Supplemental Sampling																
Review Supplemental Sampling Results (January and July)	4.0		4.0								1.0				\$1,719	
Sub Fee Okcechohee			4.0								1.0	\$6,455.00		\$500.00	\$7,869	
Sub Fee Skies			4.0								1.0	\$7,790.00		\$500.00	\$9,204	
															\$0	
Task 3 - Photogrammetry and Capacity Estimation																
Aerial Photogrammetry (both sites)			1.0								1.0	\$7,295.00			\$7,587	
Surface Survey to establish horiz. and vert. control			1.0								1.0	\$3,600.00			\$3,892	
Develop 3D surfaces and perform cut/fill analysis			4.0				10.0	60.0							\$6,675	
Provide results to Town			2.0				4.0								\$799	
															\$0	
TOTAL HOURS	16	56	0	0	0	0	14	60	0	0	10	\$52,158	0	\$4,000	\$78,064.33	
LABOR (\$/HOUR)	\$188.94	\$194.76	\$132.72	\$129.84	\$119.04	\$110.34	\$90.18	\$76.44	\$95.22	\$97.38	\$79.08	1.00	0.00	1.0		
ALLOCATION	\$196.50	\$708.93	\$0.00	\$0.00	\$0.00	\$0.00	\$82.06	\$298.12	\$0.00	\$0.00	\$51.40	0.00	0.00	0.00		
TOTALS	\$3,219.54	\$11,615.49	\$0.00	\$0.00	\$0.00	\$0.00	\$1,344.58	\$4,884.52	\$0.00	\$0.00	\$842.20	\$52,158.00	0.00	\$4,000.00	\$78,064.33	

TOWN OF PALM BEACH

Town Council Meeting on: November 12, 2013

Section of Agenda

Resolutions

Agenda Title

RESOLUTION NO. 185-2013 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving Purchase Orders to Duncan Technologies, Inc., for the Purchase of Parking Meter Hardware and Software, in a Cumulative Total Amount Not-to-Exceed \$52,900.

Presenter

Supporting Documents

- Memorandum dated October 30, 2013, from H. Paul Brazil, P.E., Director of Public Works
- Resolution No. 185-2013
- Duncan Quote

TOWN OF PALM BEACH

Information for Town Council Meeting on: November 12, 2013

To: Mayor and Town Council

Via: Peter B. Elwell, Town Manager

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

Re: Approve Purchase Orders for Parking Meter Hardware and Software
Resolution No. 185-2013

Date: October 30, 2013

STAFF RECOMMENDATION

Staff recommends that Town Council approve Resolution No. 185-2013 awarding purchase orders to Duncan Parking Technologies, Inc. for the FY14 purchase of an extended parking meter hardware warranty and software services in a cumulative total amount not-to-exceed \$52,900.

GENERAL INFORMATION

Since 2006 the Town of Palm Beach has utilized parking control systems manufactured by Duncan Parking Technologies, Inc. The Public Works Department is responsible for the maintenance, repair and coin collection of thirty seven [37] multi space kiosks. The department is also responsible for funding the wireless parking communication software and the associated licensing and fees.

Town staff schedules twice a week inspections and maintenance on the Town's parking kiosks. During this time they perform testing and remove and replace defective parts and components as needed. Faulty components are returned to Duncan and covered under an extended warranty for repair or replacement. The annual cost for the extended warranty is \$18,450. There is a contingency for the replacement of non-warranty parts and that amount is \$10,000.

The software for the kiosks is the AutoTRAX wireless parking management system which includes internet access, system hosting and communication. This system allows for staff to receive notification of failures or conditions which renders the kiosk inoperable. The software, licensing and fees are provided by Duncan at a cost of \$24,420.

The FY14 budget available for the extended warranty, replacement of defective parts and software system is \$52,900 and that amount is recommended to be the maximum cumulative contract amount.

FUNDING/FISCAL IMPACT

Sufficient funds are available in the approved FY2014 Public Works Department budget to complete this work.

PURCHASING REVIEW

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

TOWN ATTORNEY REVIEW

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

Attachment

cc: Jane Struder, Finance Director
Eric B. Brown, P.E., Assistant Director of Public Works
Brett Madison, Facilities Maintenance Division Manager
Lynda Cummings, Purchasing Agent

RESOLUTION NO. 185-2013

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING PURCHASE ORDERS TO DUNCAN TECHNOLOGIES, INC., FOR THE PURCHASE OF PARKING METER HARDWARE AND SOFTWARE, IN A CUMULATIVE TOTAL AMOUNT NOT-TO-EXCEED \$52,900.

* * * * *

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 purchase orders to Duncan Parking Technologies, Inc. in an amount not-to-exceed \$52,900 annually, for parking meter hardware and the wireless communication software system.

Section 2. The Town Manager is hereby authorized and directed to execute these purchase orders on behalf of the Town of Palm Beach for this work.

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

PASSED AND ADOPTED in a regular adjourned session of Town Council of the Town of Palm Beach this 12th day of November 2013.

Gail L. Coniglio, Mayor

David A. Rosow, Town Council President

Robert N. Wildrick, Council President Pro Tem

William J. Diamond, Town Council Member

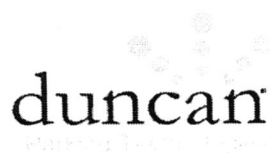
ATTEST:

Richard M. Kleid, Town Council Member

Susan A. Owens, MMC, Town Clerk

Michael J. Pucillo, Town Council Member

FY13 Meter Services Quote



Quote ID: 13 10 11 200a
Prepared for: Palm Beach

Date Prepared: 10/11/2013
Ship-to Region: FL

Valid for **60 Days** from Date Prepared

Product ID	Description	Unit Price	Qty	Total
1. AutoTRAX/ReinoNET Monthly Fees				
AT-MSM	AutoTRAX Wireless Parking Management - includes user licensing, remote access via Internet, system hosting and wireless communications costs (per meter/per month)*	50.00	37	\$ 1,850.00
Annual AutoTRAX/ReinoNET Fee Total				\$ 22,200.00
2. mPARK Monthly Fees				
MP-SERVICE	mPark Service Fees (per meter/per month)	5.00	37	\$ 185.00
Annual mPARK Fee Total				\$ 2,220.00
Annual Service Fee Total				\$ 24,420.00

3. Comments

This quote is valid only for the period of 10/01/2013 to 09/30/2014 and only for the equipment and software listed. Should additional hardware or software be added, the annual fee will be subject to additional charges.

Payment - Net 30 days

The City currently owns has 37 meters in use out of original 46 meters. 5 have been taken out of service and an additional 4 are kept in inventory as spares.

Quotation subject to Duncan Solutions, Inc. Standard Terms and Conditions. Please see attached.

* Credit card processing fees are additional.

Please Send Purchase Order To:
Duncan Parking Technologies, Inc
Attn: Meigan Lindholm
5924 Balfour Court Suite 102
Carlsbad, CA 92008
Ph: (760) 688-1522 Fax: (760) 930-0843
mlindholm@duncansolutions.com

I hereby certify that the products and services referenced above have been requested and that by signing below I am confirming the order and agree to the terms and conditions presented in this quotation

Authorized Signature

Date

Print or Type Name

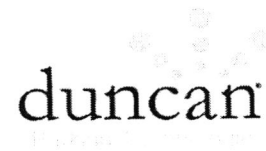
Print or Type Title

Bill To Address:

Phone Number

Ship To Address:

Duncan VM Extended Maintenance Quote



Quote ID: 13 10 11 200a
Prepared for: Palm Beach

Date Prepared: 10/11/2013
Ship-to Region: FL

Valid for 60 Days from Date Prepared

Product ID	Description	Unit Price	Qty**	Total
1. MSM Extended Maintenance: October 1, 2013 - September 30, 2014*				
EXT - WARR - VM	Extended MSM Hardware Maintenance (parts only, does not include onsite visits), price is per meter per year. Price subject to change for additional years.	450.00	41	18,450.00
Subtotal				\$ 18,450.00
Total				\$ 18,450.00

2. Comments

Sales Tax will be added to the Invoice if applicable.

Freight to be added to the invoice if applicable.

Payment Terms: NET 30 Days

The City currently owns 46 meters, however per Mike Olbrych, 4 meters are not in use.

*Price only valid for the term stated above, additional years or extensions may incur additional fees. Price is subject to increase.

**Quantities are as follows: 37 meters in service after 5 were removed from service per Mike Olbrych email dated 10/10/2012. 4 meters originally purchased as spares will remain in the Town's spare parts/inventory pool for a total of 41 meters under Extended Manufacturer's Extended Warranty Program.

Please Send Purchase Order To:
Duncan Parking Technologies, Inc
Attn: Meigan Lindholm
5924 Balfour Court Suite 102
Carlsbad, CA 92008
Ph: (760) 688-1522 Fax: (760) 930-0843
mlindholm@duncansolutions.com

I hereby certify that the products and services referenced above have been requested and that by signing below I am confirming the order and agree to the terms and conditions presented in this quotation

Authorized Signature

Date

Print or Type Name

Print or Type Title

Bill To Address:

Phone Number

Ship To Address:

Extended Warranty Program

At an additional cost, Duncan can offer an extended manufacturer's warranty on proprietary hardware and software. The provisions and conditions of our Extended Warranty are detailed below. They are in effect each subsequent year based on Duncan's receipt of payment in advance for the Extended Warranty period. The cost of this Extended Warranty as well as the agreed upon coverage period varies for each product and can be provided upon request.

This extended standard warranty provides repaired or replacement parts or modular components to the customer for parts determined by Duncan to be defective or faulty in material or workmanship under normal use and service. The following conditions apply to this warranty:

- This warranty does not cover parts replacement required as a result of vandalism, misuse, third-party or accidental damage, improper handling, improper maintenance, normal wear and tear, shipment damage, extreme environmental conditions, "Acts of God" or other forms of non-material or non-workmanship.
- The warranty does not cover consumables or batteries, unless proven to be defective upon supply.
- No shipping fees will be applied to repairs/replacement under our standard warranty agreement; the customer is responsible for freight charges to the Duncan Repair Center.
- The warranty is restricted to the products and the performance defined within the proposal and/or contract and the relevant Duncan product specifications.
- Duncan agrees to provide the Customer with software releases that are deemed mandatory upgrades for the warranty period. This excludes software upgrades containing specific enhancement requests by the Customer.

General Warranty Program Information

Warranty Repair and Returns

In the event the Customer needs to return hardware for warranty repair, the Customer will leverage the following approach:

- All parts being returned under warranty and/or for repair will be managed through our Carlsbad, CA service center;
- The Customer will be provided with a local number to call to place parts orders, from 7:00 am to 6:00 pm, Pacific Standard Time, Monday – Friday;
- A Customer Support Representative will review the reason for the return and provide you with a Return Merchandise Authorization (RMA) number;
- The RMA number should be printed on the label containing the parts or written on the outside of the package; and
- Any parts shipped without an RMA number may be subject to delays and/or non-acceptance at the receiving facility.

TOWN OF PALM BEACH

Town Council Meeting on: November 12, 2013

Section of Agenda

Resolutions

Agenda Title

RESOLUTION NO. 186-2013 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Awarding a Contract Extension to GSky Plant Systems, Inc., in the Amount of \$26,172.20, and Establishing a Project Budget of \$27,481 for the Maintenance of the Living Wall on Worth Avenue.

Presenter

Supporting Documents

- Memorandum dated October 16, 2013, from H. Paul Brazil, P.E., Director of Public Works
- Resolution No. 186-2013

TOWN OF PALM BEACH

Information for Town Council Meeting on: November 12, 2013

TO: Mayor and Town Council

VIA: Peter Elwell, Town Manager

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

RE: Award Contract Extension for Worth Avenue Maintenance Agreement - Living Wall
Resolution No. 186-2013

DATE: October 16, 2013

STAFF RECOMMENDATION

Staff recommends that Town Council approve Resolution No. 186-2013 to extend a maintenance contract to GSKy Plant Systems Inc. (GSKy), in the amount of \$26,172.20, and to establish a project budget of \$27,481.

GENERAL INFORMATION

A green “living” wall was constructed as part of the Worth Avenue streetscape improvement project. This wall was designed and constructed with GSKy’s participation due to their expertise in such specialized systems. GSKy has maintained the wall during the three years after construction. It is now necessary to extend to contract for another year.

The vendor (GSKy) is responsible for the normal, routine maintenance necessary to keep the wall in an acceptable condition and appearance. This includes a plant replacement guarantee, with the exceptions made for catastrophic or extreme conditions or actions beyond the control of the vendor. In the event that emergency services are required as described in the agreement, additional funds will need to be provided. The FY2013 budget was \$25,760.04 and the contractor requested a CPI increase of 1.6% for FY 2014, which increases the contract amount to \$26,172.20. Town staff recommends that the maintenance contract budget be established not-to-exceed \$27,481 and we will advise the Town Council of any conditions requiring additional resources.

The Living Wall is a unique landscaping element and represents a significant investment by The Garden Club of Palm Beach. It is very sensitive and proper maintenance is essential to its survival. Very few of these systems exist and even fewer companies are qualified to maintain them. GSKy specializes in design, installation, and maintenance of these walls. The Garden Club and Town staffs have had concerns about the appearance of the wall and the condition of some of the plant species. Proper watering and fertilization have also been of concern. The vendor has satisfactorily responded to these concerns. We feel that it is appropriate to renew this

contract for another year. The contract can be terminated if the vendor's performance is not satisfactory during the coming year.

FUNDING/FISCAL IMPACT

The assessment associated with the Worth Avenue Commercial District Maintenance Program is sufficient to fund the proposed work. The Garden Club of Palm Beach has again generously donated \$10,000 this year towards the maintenance of the wall.

PURCHASING REVIEW

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

TOWN ATTORNEY REVIEW

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

Attachment

cc: Thomas Bradford, Deputy Town Manager
Eric Brown, P.E., Assistant Director of Public Works
Brett Madison, Facilities Maintenance Division Manager
Heather Henry, President, The Garden Club of Palm Beach

RESOLUTION NO. 186-2013

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, AWARDING A CONTRACT EXTENSION TO GSKY PLANT SYSTEMS, INC., IN THE AMOUNT OF \$26,172.20, AND ESTABLISHING A PROJECT BUDGET OF \$27,481 FOR THE MAINTENANCE OF THE LIVING WALL ON WORTH AVENUE.

* * * * *

WHEREAS a contract was awarded on December 13, 2011, to GSky Plant Systems, Inc., to provide maintenance for the Living Wall on Worth Avenue; and

WHEREAS, GSky Plant Systems, Inc., has provided acceptable service under that contract; and

WHEREAS, that contract allows for four (4) twelve-month extensions. This is the third of the four renewals.

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

Section 1. The third contract extension for a period of twelve months, beginning December 13, 2013 and ending December 12, 2014, is hereby awarded to GSky Plant Systems, Inc., for the amount of \$26,172.20 and establishing a project budget of \$27,481.

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

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

PASSED AND ADOPTED in a regular adjourned session of Town Council of the Town of Palm Beach this 12th day of November 2013.

Gail L. Coniglio, Mayor

David A. Rosow, Town Council President

Robert N. Wildrick, Council President Pro Tem

William J. Diamond, Town Council Member

ATTEST:

Richard M. Kleid, Town Council Member

Susan A. Owens, MMC, Town Clerk

Michael J. Pucillo, Town Council Member

TOWN OF PALM BEACH

Town Council Meeting on: November 12, 2013

Section of Agenda

Resolutions

Agenda Title

RESOLUTION NO. 187-2013 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving a Purchase Order in the Amount of \$190,279, to Palm Peterbilt Truck Centers, Inc., For the Purchase of One Peterbilt 320 Cab and Chassis with 20 CY Rear Load Packer Body, on FSA Contract 13-11-0904, and Establishing an Overall Budget of \$194,000.

Presenter

Supporting Documents

- Memorandum dated October 11, 2013, from H. Paul Brazil, P.E., Director of Public Works
- Resolution No. 187-2013

TOWN OF PALM BEACH

Information for Town Council Meeting on: November 12, 2013

To: Mayor and Town Council

Via: Peter B. Elwell, Town Manager

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

Re: Approve a Purchase Order for One Garbage Collection Truck
Resolution No. 187-2013

Date: October 11, 2013

STAFF RECOMMENDATION

Town staff recommends that Town Council approve Resolution No. 187-2013 authorizing the purchase of one Peterbilt Model 320 Cab and Chassis with Heil 20CY PT1000 rear load packer body from Palm Peterbilt Truck Centers, Inc. in the amount of \$190,279 via the Florida Sheriffs Association Bid #13-11-0904 (Specification #14 and #11), and establishing a project budget of \$194,000.

GENERAL INFORMATION

It is necessary at this time to replace one of our existing garbage trucks used for commercial and residential garbage collection and this purchase is reflected within the FY2014 Equipment Replacement Fund budget. The truck has reached the end of its useful life. This replacement is consistent with the equipment depreciation schedule.

FUNDING/FISCAL IMPACT

Funds for this purchase will come from the Equipment Replacement Fund in the amount of \$190,279, which is less than the \$195,300 that was previously approved in the FY2014 budget.

PURCHASING REVIEW

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

TOWN ATTORNEY REVIEW

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

cc: Jane Struder, Finance Director
Eric B. Brown, Assistant Director of Public Works/Operations
Chester Purves, Services Manager
Lynda Cummings, Purchasing Agent

RESOLUTION NO. 187-2013

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING A PURCHASE ORDER IN THE AMOUNT OF \$190,279, TO PALM PETERBILT TRUCK CENTERS, INC., FOR THE PURCHASE OF ONE PETERBILT 320 CAB AND CHASSIS WITH 20 CY REAR LOAD PACKER BODY, ON FSA CONTRACT NO. 13-11-0904, AND ESTABLISHING AN OVERALL BUDGET OF \$194,000.

* * * * *

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

Section 1. The Town Council of the Town of Palm Beach hereby approves a purchase order in the amount of \$190,279 to Palm Peterbilt Truck Centers, Inc., for the purchase of one Peterbilt 320 Cab and Chassis with 20 cy rear load packer body, consistent with FSA Contract No. 13-11-0904, and establishes an overall budget of \$194,000.

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

Section 3. The Town Manager, or his designee, is hereby authorized and directed to take such further actions as may be necessary to effectuate the purchase of this vehicle, including any necessary outfitting as recommended by the Public Works Director.

PASSED AND ADOPTED in a regular adjourned session of Town Council of the Town of Palm Beach this 12th day of November 2013.

Gail L. Coniglio, Mayor

David A. Rosow, Town Council President

Robert N. Wildrick, Council President Pro Tem

William J. Diamond, Town Council Member

ATTEST:

Richard M. Kleid, Town Council Member

Susan A. Owens, MMC, Town Clerk

Michael J. Pucillo, Town Council Member

TOWN OF PALM BEACH

Town Council Meeting on: November 12, 2013

Section of Agenda

Resolutions

Agenda Title

RESOLUTION NO. 188-2013 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving a Purchase Order in the Amount of \$88,762 to Rechten International, for the Purchase of One International Workstar Cab and Chassis, and Approving a Purchase Order in the Amount of \$224,861.90 to Container Systems and Equipment Co., Inc., for the Purchase of One Super Products Camel 200 Combination Sewer Cleaning Vacuum Body Unit, on FSA Contract No. 13-11-0904, and Establishing a Total Budget of \$316,000.

Presenter

Supporting Documents

- Memorandum dated October 15, 2013, from H. Paul Brazil, P.E., Director of Public Works
- Resolution No. 188-2013

TOWN OF PALM BEACH

Information for Town Council Meeting on: November 12, 2013

To: Mayor and Town Council

Via: Peter B. Elwell, Town Manager

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

Re: Approve a Purchase Order for the Purchase of One Sewer Jet Vacuum
Truck Combination
Resolution No. 188-2013

Date: October 15, 2013

STAFF RECOMMENDATION

Town staff recommends that Town Council approve Resolution No. 188-2013 authorizing the purchase of one International Workstar from Rehtien International in the amount of \$88,762 via Florida Sheriffs Association Bid # 13-11-0904, Specification # 11 and one Super Products Camel 200 combination sewer cleaning/vacuum body unit from Container Systems and Equipment CO., Inc. in the amount of \$224,861.90 via the Florida Sheriffs Association Bid # 13-11-0904, Specification #44, and establishing total budget of \$ 316,000.

GENERAL INFORMATION

The sewer jet vacuum truck is used for sanitary and storm sewer maintenance by the Water Resources Division. In order to build this specialized type of equipment, the sewer jet vacuum portion must be purchased from a specialty vendor and mounted on a specific cab and chassis purchased from a truck vendor. Both vendors selected have directly worked together on the specifications and requirements in order to make the build successful.

It is necessary at this time to replace our existing unit. The existing truck has reached the end of its useful life. Funding within the FY2014 Equipment Replacement Fund (ERF) budget was previously approved for this purchase.

FUNDING/FISCAL IMPACT

Funds for this purchase will come from the Equipment Replacement Fund in the amount of \$313,623.90. \$312,585 was approved in the FY2014 budget for this purchase. The minor cost difference can be accommodated within the overall FY2014 Public Works equipment replacement budget.

PURCHASING REVIEW

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

TOWN ATTORNEY REVIEW

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

Attachment

cc: Jane Struder, Finance Director
Eric B. Brown, Assistant Director of Public Works/Operations
Chester Purves, Services Manager
Lynda Cummings, Purchasing Agent

RESOLUTION NO. 188-2013

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING A PURCHASE ORDER IN THE AMOUNT OF \$88,762 TO RECHTIEN INTERNATIONAL, FOR THE PURCHASE OF ONE INTERNATIONAL WORKSTAR CAB AND CHASSIS, AND APPROVING A PURCHASE ORDER IN THE AMOUNT OF \$224,861.90 TO CONTAINER SYSTEMS AND EQUIPMENT CO., INC. FOR THE PURCHASE OF ONE SUPER PRODUCTS CAMEL 200 COMBINATION SEWER CLEANING VACUUM BODY UNIT, ON FSA CONTRACT NO. 13-11-0904, AND ESTABLISHING A TOTAL BUDGET OF \$316,000.

* * * * *

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

Section 1. The Town Council of the Town of Palm Beach hereby approves a purchase order in the amount of \$88,762 to Rechtiem International for the purchase of one International Workstar Cab and Chassis and a purchase order in the amount of \$224,861.90 to Container Systems and Equipment Co., Inc. for the purchase of one Super Products Camel 200 sewer cleaning vacuum body unit, consistent with FSA Contract No. 13-11-0904, and establishes a total budget of \$316,000.

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

Section 3. The Town Manager, or his designee, is hereby authorized and directed to take such further actions as may be necessary to effectuate the purchase of this vehicle, including any outfitting as recommended by the Public Works Director.

PASSED AND ADOPTED in a regular adjourned session of Town Council of the Town of Palm Beach this 12th day of November 2013.

Gail L. Coniglio, Mayor

David A. Rosow, Town Council President

Robert N. Wildrick, Council President Pro Tem

William J. Diamond, Town Council Member

ATTEST:

Richard M. Kleid, Town Council Member

Susan A. Owens, MMC, Town Clerk

Michael J. Pucillo, Town Council Member

TOWN OF PALM BEACH

Town Council Meeting on: November 12, 2013

Section of Agenda

Resolutions

Agenda Title

RESOLUTION NO. 189-2013 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving a Purchase Order in the Amount of \$60,510 to Kelly Tractor, for the Purchase of One Caterpillar 277D Multi-Terrain Skidsteer Loader and Attachments, on FSA Contract No. 13-11-0904, and Establishing an Overall Budget of \$65,000.

Presenter

Supporting Documents

- Memorandum dated October 11, 2013, from H. Paul Brazil, P.E., Director of Public Works
- Resolution No. 189-2013

TOWN OF PALM BEACH

Information for Town Council Meeting on: November 12, 2013

To: Mayor and Town Council

Via: Peter B. Elwell, Town Manager

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

Re: Approve a Purchase Order for One Track Skidsteer and Attachments
Resolution No. 189-2013

Date: October 11, 2013

STAFF RECOMMENDATION

Town staff recommends that Town Council approve Resolution No. 189-2013 to authorize the purchase of one Caterpillar 277D Multi-Terrain Skidsteer Loader and attachments from Kelly Tractor in the amount of \$60,510 via the Florida Sheriffs Association Bid #13-11-0904, (Specification #31), and establish a total budget of \$65,000.

GENERAL INFORMATION

This equipment was due for replacement in 2005. The replacement was postponed as long as possible. The equipment has reached the end of its useful life. Due to the age of the equipment repair parts are obsolete. It is necessary at this time to replace this equipment and is reflected within the FY2014 Equipment Replacement Fund.

FUNDING/FISCAL IMPACT

Funds for this purchase will come from the Equipment Replacement Fund in the amount of \$60,510, and \$74,035 was previously approved in the FY2014.

PURCHASING REVIEW

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

TOWN ATTORNEY REVIEW

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

Attachment

cc: Jane Struder, Finance Director
Eric B. Brown, Assistant Director of Public Works/Operations
Chester Purves, Services Division Manager
Lynda Cummings, Purchasing Agent

RESOLUTION NO. 189-2013

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING A PURCHASE ORDER IN THE AMOUNT OF \$60,510 TO KELLY TRACTOR, FOR THE PURCHASE OF ONE CATERPILLAR 277D MULTI-TERRAIN SKIDSTEER LOADER AND ATTACHMENTS, ON FSA CONTRACT NO. 13-11-0904, AND ESTABLISHING AN OVERALL BUDGET OF \$65,000.

* * * * *

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

Section 1: The Town Council of the Town of Palm Beach hereby approves a purchase order in the amount of \$60,510 to Kelly Tractor for the purchase of one Caterpillar 277D Multi-Terrain Skidsteer Loader and attachments, consistent with FSA Contract No. 13-11-0904 and establishes an overall budget of \$65,000.

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

Section 3. The Town Manager, or his designee, is hereby authorized and directed to take such further actions as may be necessary to effectuate the purchase of this vehicle, including any necessary outfitting as recommended by the Public Works Director.

PASSED AND ADOPTED in a regular adjourned session of Town Council of the Town of Palm Beach this 12th day of November 2013.

Gail L. Coniglio, Mayor

David A. Rosow, Town Council President

Robert N. Wildrick, Council President Pro Tem

William J. Diamond, Town Council Member

ATTEST:

Richard M. Kleid, Town Council Member

Susan A. Owens, MMC, Town Clerk

Michael J. Pucillo, Town Council Member

TOWN OF PALM BEACH

Town Council Meeting on: November 12, 2013

Section of Agenda

Resolutions

Agenda Title

RESOLUTION NO. 190-2013 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving a Purchase Order in the Amount of \$96,336 to Duval Ford, for the Purchase of One Ford F450 Cab and Chassis with an Altec AT30 Bucket Unit, on FSA Contract No. 13-11-0904, and Establishing an Overall Budget of \$99,000.

Presenter

Supporting Documents

- Memorandum dated October 11, 2013, from H. Paul Brazil, P.E., Director of Public Works
- Resolution No. 190-2013

TOWN OF PALM BEACH

Information for Town Council Meeting on: November 12, 2013

To: Mayor and Town Council

Via: Peter B. Elwell, Town Manager

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

Re: Approve a Purchase Order for One Bucket Truck
Resolution No. 190-2013

Date: October 11, 2013

STAFF RECOMMENDATION

Town staff recommends that Town Council approve Resolution No. 190-2013 to authorize the purchase of one Ford F450 cab and chassis with an Altec AT30G bucket unit from Duval Ford in the amount of \$96,336 via the Florida Sheriffs Association Bid # 13-11-0904 (Specification #6), and establish a total budget of \$99,000.

GENERAL INFORMATION

It is necessary at this time to replace one of our existing bucket trucks used in the Facilities Maintenance Division. Per the equipment depreciation schedule this truck is due for replacement in 2014, and was approved in the FY2014 Equipment Replacement Fund.

FUNDING/FISCAL IMPACT

Funds for this purchase will come from the Equipment Replacement Fund in the amount of \$96,336, which is less than the \$125,000 that is approved in the FY2014 budget for this purchase.

PURCHASING REVIEW

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

TOWN ATTORNEY REVIEW

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

Attachment

cc: Jane Struder, Finance Director
Eric B. Brown, Assistant Director of Public Works/Operations
Chester Purves, Services Manager
Lynda Cummings, Purchasing Agent

RESOLUTION NO. 190-2013

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING A PURCHASE ORDER IN THE AMOUNT OF \$96,336 TO DUVAL FORD, FOR THE PURCHASE OF ONE FORD F450 CAB AND CHASSIS WITH AN ALTEC AT30 BUCKET UNIT, ON FSA CONTRACT NO. 13-11-0904, AND ESTABLISHING AN OVERALL BUDGET OF \$99,000.

* * * * *

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

Section 1. The Town Council of the Town of Palm Beach hereby approves a purchase order in the amount of \$96,336 to Duval Ford for the purchase one Ford F450 cab and chassis with an Altec AT30 G bucket unit, consistent with FSA Contract No. 13-11-0904, and establishes an overall budget of \$99,000.

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

Section 3. The Town Manager, or his designee, is hereby authorized and directed to take such further actions as may be necessary to effectuate the purchase of this vehicle, including any necessary outfitting as recommended by the Public Works Director.

PASSED AND ADOPTED in a regular adjourned session of Town Council of the Town of Palm Beach this 12th day of November 2013.

Gail L. Coniglio, Mayor

David A. Rosow, Town Council President

Robert N. Wildrick, Council President Pro Tem

William J. Diamond, Town Council Member

ATTEST:

Richard M. Kleid, Town Council Member

Susan A. Owens, MMC, Town Clerk

Michael J. Pucillo, Town Council Member

TOWN OF PALM BEACH

Town Council Meeting on: November 12, 2013

Section of Agenda

Resolutions

Agenda Title

RESOLUTION NO. 191-2013 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving a Purchase Order in the Amount of \$162,188 to Rechten International, for the Purchase of One International Durastar Cab and Chassis With a Peterson RS3 Loader Body, on FSA Contract No. 13-11-0904, and Establishing an Overall Budget of \$165,000.

Presenter

Supporting Documents

- Memorandum dated October 11, 2013, from H. Paul Brazil, P.E., Director of Public Works
- Resolution No. 191-2013

TOWN OF PALM BEACH

Information for Town Council Meeting on: November 12, 2013

To: Mayor and Town Council

Via: Peter B. Elwell, Town Manager

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

Re: Approve a Purchase Order for One Rear Steer Crane Truck
Resolution No. 191-2013

Date: October 11, 2013

STAFF RECOMMENDATION

Town staff recommends that Town Council approve Resolution No. 191-2013 to authorize the purchase of one International Durastar cab and chassis with a Peterson RS3 loader from Rehtien International in the amount of \$162,188 via the Florida Sheriffs Association Bid #13-11-0904 (Specification #11), and establish a project budget of \$165,000.

GENERAL INFORMATION

It is necessary at this time to replace one of our existing cranes used to collect yard waste. Per the equipment depreciation schedule this truck is due for replacement in 2014. Funding within the FY2014 Equipment Replacement Fund (ERF) budget was previously approved for this purchase.

FUNDING/FISCAL IMPACT

Funds for this purchase will come from the Equipment Replacement Fund in the amount of \$162,188, which is less than the \$170,000 that was previously approved in the FY2014 budget for this purchase.

PURCHASING REVIEW

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

TOWN ATTORNEY REVIEW

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

Attachment

cc: Jane Struder, Finance Director
Eric B. Brown, Assistant Director of Public Works/Operations
Chester Purves, Services Manager
Lynda Cummings, Purchasing Agent

RESOLUTION NO. 191-2013

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING A PURCHASE ORDER IN THE AMOUNT OF \$162,188 TO RECHTIEN INTERNATIONAL, FOR THE PURCHASE OF ONE INTERNATIONAL DURASTAR CAB AND CHASSIS WITH A PETERSON RS3 LOADER BODY, ON FSA CONTRACT NO. 13-11-0904, AND ESTABLISHING AN OVERALL BUDGET OF \$165,000.

* * * * *

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

Section 1. The Town Council of the Town of Palm Beach hereby approves a purchase order in the amount of \$162,188 to Rechtiem International for the purchase one International Durastar Cab and Chassis with a Peterson RS3 loader body, consistent with FSA Contract No. 13-11-0904, and establishes an overall budget of \$165,000.

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

Section 3. The Town Manager, or his designee, is hereby authorized and directed to take such further actions as may be necessary to effectuate the purchase of this vehicle, including any necessary outfitting as recommended by the Public Works Director.

PASSED AND ADOPTED in a regular adjourned session of Town Council of the Town of Palm Beach this 12th day of November 2013.

Gail L. Coniglio, Mayor

David A. Rosow, Town Council President

Robert N. Wildrick, Council President Pro Tem

William J. Diamond, Town Council Member

ATTEST:

Richard M. Kleid, Town Council Member

Susan A. Owens, MMC, Town Clerk

Michael J. Pucillo, Town Council Member

TOWN OF PALM BEACH

Town Council Meeting on: November 12, 2013

Section of Agenda

Resolutions

Agenda Title

RESOLUTION NO. 192-2013 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving Two Purchase Orders to Duval Ford, One for the Purchase of a Ford Pickup Truck in the Amount of \$26,896 and One for the Purchase of a Ford E250 Cargo Van in the Amount of \$21,317, on FSA Contract No. 13-21-0904, and Establishing an Overall Budget of \$51,000.

Presenter

Supporting Documents

- Memorandum dated October 11, 2013, from H. Paul Brazil, P.E., Director of Public Works
- Resolution No. 192-2013

TOWN OF PALM BEACH

Information for Town Council Meeting on: November 12, 2013

To: Mayor and Town Council

Via: Peter B. Elwell, Town Manager

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

Re: Approve a Purchase Order for One Pick-up Truck and One Cargo Van
Resolution No. 192-2013

Date: October 11, 2013

STAFF RECOMMENDATION

Town staff recommends that Town Council approve Resolution No. 192-2013 authorizing the purchase of one Ford Pickup Truck in the amount of \$26,896 and one Ford E250 Cargo Van in the amount of \$21,317 from Duval Ford via the Florida Sheriffs Association Bid #13-21-0904, establishing a total budget of \$51,000.

GENERAL INFORMATION

Two vehicles in the Water Resources Division are recommended for replacement in 2014. Both vehicles have reached the end of their useful lives. This replacement is consistent with the equipment depreciation schedule and is reflected within the FY2014 Equipment Replacement Fund for the Public Works Department.

FUNDING/FISCAL IMPACT

Funds for this purchase will come from the Equipment Replacement Fund in the amount of \$48,213. \$47,500 was approved in the FY2014 budget for this purchase. The minor cost difference can be accommodated within the overall FY2014 equipment replacement budget.

PURCHASING REVIEW

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

TOWN ATTORNEY REVIEW

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

Attachment

cc: Jane Struder, Finance Director
Eric B. Brown, Assistant Director of Public Works/Operations
Chester Purves, Services Manager
Lynda Cummings, Purchasing Agent

RESOLUTION NO. 192-2013

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING TWO PURCHASE ORDERS TO DUVAL FORD, ONE FOR THE PURCHASE OF A FORD PICKUP TRUCK IN THE AMOUNT OF \$26,896 AND ONE FOR THE PURCHASE OF A FORD E250 CARGO VAN IN THE AMOUNT OF \$21,317, ON FSA CONTRACT NO. 13-21-0904, AND ESTABLISHING AN OVERALL BUDGET OF \$51,000.

* * * * *

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

Section 1: The Town Council of the Town of Palm Beach hereby authorizes the purchase of one Ford Pickup Truck, in the amount of \$26,896 and one Ford E250 Cargo Van, in the amount of \$21,317, consistent with FSA Contract No. 13-21-0904 and establishes an overall budget of \$51,000.

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

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

PASSED AND ADOPTED in a regular adjourned session of Town Council of the Town of Palm Beach this 12th day of November 2013.

Gail L. Coniglio, Mayor

David A. Rosow, Town Council President

Robert N. Wildrick, Council President Pro Tem

William J. Diamond, Town Council Member

ATTEST:

Richard M. Kleid, Town Council Member

Susan A. Owens, MMC, Town Clerk

Michael J. Pucillo, Town Council Member

TOWN OF PALM BEACH

Town Council Meeting on: November 12, 2013

Section of Agenda

Resolutions

Agenda Title

RESOLUTION NO. 193-2013 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving a Purchase Order in the Amount of \$32,957 to Applied Technology & Management, Inc., for State of Florida Department of Environmental Protection Palm Beach Island Beach Management Agreement Required Turbidity Monitoring Services for the FY2014 Mid-Town Beach Nourishment Project, and Establishing a Turbidity Monitoring Task Budget of \$35,000.

Presenter

Supporting Documents

- Memorandum dated October 24, 2013, from H. Paul Brazil, P.E., Director of Public Works
- Resolution No. 193-2013
- ATM Proposal

TOWN OF PALM BEACH

Information for Town Council Meeting on: November 12, 2013

To: Mayor and Town Council

Via: Peter B. Elwell, Town Manager

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

Re: Approve a Purchase Order for BMA-Required Mid-Town Beach Nourishment Project
Turbidity Monitoring
Resolution No. 193-2013

Date: October 24, 2013

STAFF RECOMMENDATION

Staff recommends that Town Council approve Resolution No. 193-2013 awarding a purchase order to Applied Technology & Management, Inc. (ATM), for Mid-Town Beach Nourishment Project Turbidity Monitoring in the hourly, not-to-exceed amount of \$32,957, and establishing a project task budget of \$35,000.

GENERAL INFORMATION

Consistent with the project schedule outlined in the Town Council approved FY 2014 Coastal Management Program budget, Town staff is working on the various permitting and procurement activities in order to prepare for construction of the next Mid-Town Beach Nourishment Project before the start of the 2014 sea turtle nesting season on March 1, 2014.

The State of Florida Department of Environmental Protection (FDEP) permitting process for the project has been completed through development of the Palm Beach Island Beach Management Agreement (BMA). The BMA was developed as a result of several public meetings where stakeholders were encouraged to participate and bring up any concerns. The BMA was signed by Mayor Coniglio on September 26, 2013.

The BMA-required turbidity monitoring is to occur for a period two months before construction start, continue through construction, and end no earlier than two months after construction. The scope of work proposal provided by ATM satisfies the BMA requirements.

FUNDING/FISCAL IMPACT

Sufficient funds are available in the Coastal Protection Fund to complete this work. The BMA Turbidity monitoring activity was not specifically anticipated when developing the FY 2014 Coastal Management Program budget as the budget was developed prior to the BMA being

finalized. However, the adopted FY14 budget does include \$11.6 million for the Mid-Town Beach Nourishment Project. Also, Town staff will work with FDEP staff to identify any opportunities within the upcoming BMA monitoring implementation to offset these turbidity-related expenses.

PURCHASING REVIEW

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

TOWN ATTORNEY REVIEW

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

Attachment

RW

cc: Jane Struder, Finance Director
Robert Weber, Coastal Coordinator
Lynda Cummings, Purchasing Agent

RESOLUTION NO. 193-2013

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING A PURCHASE ORDER IN THE AMOUNT OF \$32,957 TO APPLIED TECHNOLOGY & MANAGEMENT, INC., FOR STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION PALM BEACH ISLAND BEACH MANAGEMENT AGREEMENT REQUIRED TURBIDITY MONITORING SERVICES FOR THE FY2014 MID-TOWN BEACH NOURISHMENT PROJECT, AND ESTABLISHING A TURBIDITY MONITORING TASK BUDGET OF \$35,000

* * * * *

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

Section 1. The Town Council of the Town of Palm Beach hereby approves a purchase order in an hourly, not-to-exceed, amount of \$32,957 to Applied Technology & Management, Inc., for State of Florida Department of Environmental Protection Palm Beach Island Beach Management Agreement Required Turbidity Monitoring Services for the FY 2014 Mid-Town Beach Nourishment Project.

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

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

PASSED AND ADOPTED in a regular adjourned session of Town Council of the Town of Palm Beach this 12th day of November 2013.

Gail L. Coniglio, Mayor

David A. Rosow, Town Council President

Robert N. Wildrick, Council President Pro Tem

William J. Diamond, Town Council Member

ATTEST:

Richard M. Kleid, Town Council Member

Susan A. Owens, MMC, Town Clerk

Michael J. Pucillo, Town Council Member



2047 VISTA PARKWAY, SUITE 201

WEST PALM BEACH, FL 33411

(561) 659-0041 FAX 659-3733

WWW.APPLIEDTM.COM

Work Proposal

Town of Palm Beach

Applied Technology & Management

Consulting Services

For

Fixed Turbidity Gauge Deployment

Mid-Town Project Monitoring

10/23/2013

This Work Order, when executed, shall be incorporated in and become an integral part of the Agreement for Professional Services between the Town of Palm Beach, Florida (Town), and Applied Technology & Management (ATM), dated July 8, 2009, hereafter referred to as the Agreement.

Project Background

In support of project construction of the 2014 Mid-Town Nourishment project, ATM will deploy service and download data from fixed turbidity gauges as required within the Beach Management Agreement (BMA). The BMA requires the deployment of fixed turbidity gauges as defined in Appendix D, Section G, Paragraph 5:

Project Specific Monitoring and Protection Conditions

G) Turbidity Monitoring Requirements for all Nourishment and Groin Construction Projects

5. In addition to the periodic water quality sampling, four turbidity data loggers, which also record water temperature, shall be installed and maintained for each nourishment event. Two of the units shall be installed at sensitive resource sites located within the potential influence of the project, but beyond the turbidity mixing zone. The other two units shall be located in corresponding background locations, outside

the potential influence of the project. These data loggers shall be installed 2 months prior to construction, and shall remain in operation during construction and 2 months after construction. At the end of the monitoring period, the project-influenced turbidity data shall be compared to the background data. The turbidity results and water temperature data shall be tabulated by time and date, along with the times and dates of construction and the corresponding weather conditions. Within 2 months following the monitoring period, the Permittee shall submit a report to the Department's JCP Compliance Officer with the tabulated data and a summary.

Under this work proposal ATM will deploy fixed gauges at each project site in fulfillment of this BMA monitoring condition.

Specific Tasks are delineated within the following Scope of Services:

SCOPE OF SERVICES

Task 1: Turbidity Gauge Deployment – Mid Town

ATM will deploy four (4) MacroLite data logger units with OBS-3 Turbidity sensors and internal YSI thermistor (temperature) sensors within the project vicinity. Two of the units will be installed at sites located within the potential influence of the project, but beyond the turbidity mixing zone. The other two units will be located in corresponding background locations, outside the potential influence of the project. Final unit locations will be proposed and approved by the Town prior to deployment. Units will be deployed two months prior to construction and will remain in place for two months following construction. It is assumed for the purposes of this proposal that the units will be in-place for a period no greater than eight months. ATM will service each unit on a two month interval (at 2, 4 and 6 months) and will remove the units at the 8 month interval. Data will be downloaded at each service event and the units will be rehabilitated for immediate re-deployment. It is assumed that unit deployment will require one boat/field day and each service event will require one half boat day.

Upon recovery of each unit, the data will be tabulated and summarized in a technical report for submission to JCP Compliance.

Rental cost within this proposal includes total rental cost including insurance for lost or unrecovered units. The Town will be charged only for direct costs incurred and will be credited for any cost savings associated with unit recovery.

Task 1. Deliverables: ATM will provide the Town with the following Task deliverables:

- A map of gauge locations in relation to bathymetry and project location
- An ascii data file of all data collected including date/time and reading
- A summary report with tabularized data statistics sufficient for submission to JCP compliance

FEES

This effort will be conducted for a not to exceed total of \$32,957. Attachment "A" of this proposal provides detailed costs and expenses. . *Invoicing shall be on a time and materials basis not to exceed the total task budget outlined herein consistent with the existing master services agreement rates and conditions.*

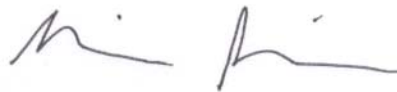
SCHEDULE

ATM will deploy the gauges as soon as they can be mobilized upon receipt of Notice to Proceed (NTP) in order to collect two months of data prior to construction initiation and not delay construction.

Should you have any questions regarding this Proposal, please feel free to contact me at your convenience.

Sincerely,

Applied Technology & Management, Inc.

A handwritten signature in blue ink, appearing to read 'Michael G. Jenkins'.

Michael G. Jenkins, Ph.D., P.E.
Coastal Engineering Principal

TOWN OF PALM BEACH

Town Council Meeting on: November 12, 2013

Section of Agenda

Consent - Other

Agenda Title

Authorization to Execute Stipulated Settlement Agreement with Palm Beach County and Solid Waste Authority re: Permits and Variances for Town's Yard Trash Landfills at Okeechobee Boulevard and Skees Road.

Presenter

Supporting Documents

- Memorandum dated October 24, 2013, from H.Paul Brazil, P.E., Director of Public Works
- Agreement
- Good Neighbor Program

TOWN OF PALM BEACH

Information for Town Council Meeting on: November 12, 2013

To: Mayor and Town Council

Via: Peter B. Elwell, Town Manager

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

Re: Approve Stipulated Settlement Agreement with Palm Beach County and the Solid Waste Authority of Palm Beach County

Date: October 24, 2013

STAFF RECOMMENDATION

Staff recommends that Town Council approve authorizing the Mayor to execute a Stipulated Settlement Agreement between the Town of Palm Beach and Palm Beach County and the Solid Waste Authority, resulting in the dismissal of the Administrative Petitions related to the Town's vegetative landfills on Okeechobee Boulevard and Skees Road.

GENERAL INFORMATION

Upon Town Council approval of the Settlement Agreement with Palm Beach County and the Solid Waste Authority, and once the permit is modified by the Palm Beach County Health Department, Palm Beach County and the Solid Waste Authority will dismiss their Administrative Petitions related to the issuance of Operating Permits and variances for the Town's vegetative landfills. As part of the Agreement, the Town agrees to implement and maintain the Good Neighbor Program as a condition of the permit renewal. This is consistent with Town Council's prior conceptual approval of this settlement.

FUNDING/FISCAL IMPACT

Landscape plantings (palm trees) along the western boundary at Okeechobee Landfill, and annual independent site inspections for animal and insect pests are required as part of the Good Neighbor Program. The cost associated with this task can be accommodated within the Public Works budget for FY2014.

TOWN ATTORNEY REVIEW

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

Attachment

cc: Jane Struder, Director of Finance
Eric B. Brown, P.E., Assistant Director of Public Works
Chester Purves, Services Division Manager
John C. Randolph, Town Attorney
Keith Rizzardi, Attorney
Lynda Cummings, Purchasing Agent

STIPULATED SETTLEMENT AGREEMENT

THIS STIPULATED SETTLEMENT AGREEMENT is entered into by and between Palm Beach County (hereinafter "County"), the Solid Waste Authority of Palm Beach County (hereinafter "SWA"), collectively referred to herein as "Petitioners", and Town of Palm Beach (hereinafter "Respondent" or "Town") as a complete and final settlement of all claims raised in the administrative cases brought by the County challenging the Town's Solid Waste Permit variance and Solid Waste Permit renewals, as more particularly set forth below:

RECITALS

WHEREAS, the Town of Palm Beach owns two Class III Landfills, at 5976 Okeechobee Blvd and 1300 Skees Road, West Palm Beach, Florida, operated pursuant to a Solid Waste Permit issued to the Town by the Palm Beach County Health Department; and

WHEREAS, the Town of Palm Beach sought a permit renewal from the Palm Beach County Health Department for its Solid Waste Permits to operate the two landfills, references by Draft Permit Projects Nos: 49084-003-SO (WACS Id No. 65864) and 48963-002-SO (WACS ID No. 65863); and

WHEREAS, the Town of Palm Beach sought variances from the Florida Department of Environmental Protection for the two Class III landfills, referenced by internal administrative numbers "SWVA No.:12-01" and "SWVA No.: 12-02," to exempt the landfills from the covering, compaction, and sloping requirements set forth in relevant portions of the Florida Administrative Code; and

WHEREAS, the County owns property near both landfills and provides Fire Rescue services to both landfill sites; and

WHEREAS, SWA provides coordinate resource recovery and waste management for Palm Beach County pursuant to Chapter 2001-331 and has designated the Town's landfills as part of SWA's coordinate solid waste disposal system; and

WHEREAS, the County and SWA filed Administrative Petitions challenging both the permit renewals and the variances with the Palm Beach County Health Department and the Florida Department of Environmental Protection (OGC Case Nos.: 12-1527 and 12-1528); and

WHEREAS, both parties desire to resolve the pending administrative challenges amicably and without further litigation.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein and in consideration of the benefits to accrue to each of the parties, the receipt and sufficiency of which are hereby acknowledge, the parties hereby represent and agree as follows:

1. Recitals. The foregoing Recitals are true and correct and are hereby incorporated into this Agreement.

2. Good Neighbor Program. The Town of Palm Beach and Palm Beach County agree that the Good Neighbor Program, attached hereto as Exhibit A, will be implemented as a condition of the Palm Beach County Health Department permit. The text of the permit condition shall be as follows:

“The Town of Palm Beach shall implement the Good Neighbor Program, attached to this permit as _____, with all landscaping, fencing and earthworks referenced therein completed within 90 days of the effective date of this agreement. The Town also agrees to cooperate with the Palm Beach County Health Department (Health Department) to facilitate verification, as necessary, including but not limited to providing site access at reasonable times and under reasonable conditions to allow for inspection, and providing appropriate documentation. Unless an alternative date is mutually agreed upon, on the anniversary date of permit issuance, the Town agrees to submit an annual report to the Health Department, with a courtesy copy sent to Palm Beach County, documenting: (1) pest control inspections and any maintenance efforts undertaken in response to those inspections, and (2) a labeled aerial photograph showing landfill material cell locations, footprint dimensions, peak cell heights (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, and water supply sources.”

3. Dismissal of Administrative Petitions. In return for the Health Department's modification of the permit, and the Town's consent to the modification, the County and SWA shall file Notices of Voluntary Dismissal with Prejudice in all the administrative petitions identified in the Whereas Clauses of this Agreement. The parties stipulate that there are no other pending administrative matters associated with either landfill, and this agreement resolves all disputes.
4. Attorney's Fees and Costs. Each party shall be responsible for its own attorney's fees and costs in the above-referenced administrative proceedings.
5. Notice. Any notice required by this Agreement shall be made in writing to the following:

If to the County:

Amy Taylor Petrick, Esq.
Senior Assistant County Attorney
Palm Beach County Attorney's Office
300 North Dixie Highway, Suite 359
West Palm Beach, FL 33401

If to the Solid Waste Authority:

Mark Hammond
Executive Director
Solid Waste Authority of Palm Beach County
7501 North Jog Road
West Palm Beach, FL 33412

If to the Town:

Peter Elwell
Town Manager
360 South County Road
Palm Beach FL 33480

6. Headings. The paragraph headings or captions appearing in this Agreement are for convenience only, are not part of this Agreement, and are not to be considered in interpreting this Agreement. The Parties acknowledge that this Agreement is a negotiated document and neither party shall be construed as the drafter of the Agreement.
7. Waiver/Amendment. No waiver of any provision of this Agreement shall be effective against any party hereto unless it is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver. This Agreement may be modified and amendment only by written instrument executed by the parties here.
8. Ongoing Obligations. This Agreement binds all of the parties' successors-in-interest, heirs, and assigns, as to any and all obligations contained within the Good Neighbor Program that are continuing in nature.
9. Effective Date. This Agreement is effective as of the date of the signature by the Mayor of Palm Beach County and shall remain in full force and effect unless and until the Agreement is terminated by written Agreement of the parties.

[the remainder of this page left intentionally blank]

IN WITNESS WHEREOF, this Settlement Agreement has been executed, with counterpart signatures on separate pages, by Palm Beach County, the Solid Waste Authority of Palm Beach County, and the Town of Palm Beach, and their respective counsel on the dates indicated below.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA

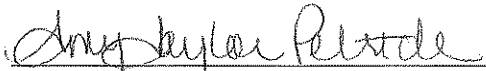
By: _____
Its: _____

Date: _____

By: _____
Its: _____

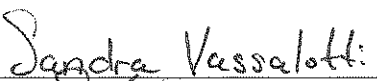
Date: _____

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

By: 
Amy Taylor Petrick
Senior Assistant County Attorney

ATTEST:

SOLID WASTE AUTHORITY OF
PALM BEACH COUNTY, FLORIDA

By: 
Its: Records Mgr/Clerk
Date: 10/9/2013

By: 
Its: Executive Director
Date: 10/09/2013

ATTEST:

TOWN OF PALM BEACH, FLORIDA

By: _____
Its: _____
Date: _____

By: _____
Its: _____
Date: _____

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

By: _____
Counsel for the Town of Palm Beach

TOWN OF PALM BEACH

Good Neighbor Program



September 25, 2013

Background

The Town of Palm Beach operates two landfills in Palm Beach County for vegetative waste from the Town of Palm Beach. These facilities dispose of grass clippings and plant trimmings that are routinely collected from homes, businesses and institutions within the Town.

- *Okeechobee Site.* The Okeechobee Landfill currently operating under Permit number 0049084-003-SO is located at 5976 Okeechobee Boulevard, West Palm Beach and consists of approximately 9 acres for disposal operations on alternating timelines with the other facility. Approximately 93,331 cubic yards of yard waste are received at this landfill every 18 months during the operational cycle/rotation. This is a non-public use facility; therefore, only authorized employees of the Town of Palm Beach are permitted to use this landfill. This site was operated and permitted as a yard trash composting site from 1985 to 2006 when a permit for the current Class III landfill was issued.
- *Skees Road Site.* The Skees Road Landfill currently operating under Permit number 0048963-002-SO is located at 1300 Skees Road between Okeechobee Boulevard and Belvedere Road in West Palm Beach and consists of approximately 28 acres for disposal operations on alternating timelines with the other facility. Approximately 189,110 cubic yards of yard waste are received at this landfill annually during the operational cycle/rotation. This is a non-public use facility therefore; only authorized employees of the Town of Palm Beach are permitted to use this landfill. Similar to the other landfill location, this site was operated and permitted as a yard trash composting site from 1985 to 2006 when a permit for the current Class III landfill was issued.

After discussions with community stakeholders, including representatives of Palm Beach County and of the adjacent neighborhoods, the Town identified five recurring concerns – fire, dust, pests, landscaping, and fencing – related to its management of the Okeechobee and Skees Road landfill sites. The Town strives to be a good neighbor in the management of its properties. To respond to those concerns, this document provides historic context and supporting evidence in the appendices. In addition, for each citizen concern, the Town explains the measures it is using to prevent, minimize, mitigate, or respond to the citizen's concerns, even proposing measures not otherwise required by law.

Fire Management

Historic Context. The Town is proud of its fire prevention and management record at the two landfill facilities. The Okeechobee landfill has experienced only a single fire, and that was over 50 years ago, when the Okeechobee site was managed as a waste incineration site. There have been no fires at that location since the site use changed to exclusively vegetative waste disposal. The Skees Road landfill has experienced two fires, one in November 1968 and the other in January 1980. Documents supporting these facts are attached as Exhibit A.

Fire Prevention Measures. History shows that fires are rare, and current conditions at the landfills show that the sites are unlikely to experience fires. Most fires occur at the surfaces where fuel and oxygen are abundant. But here, the vegetative nature of the disposal materials means that little fuel for fires exist, because the waste decomposes into soil. In fact, after Palm Beach County and Town fire authorities conducted joint site inspections, and they mutually concluded that only the upper profile of the site, with newly deposited or still decomposing material, is subject to the risk of fire. Moreover, the Town limits working pile heights for active cells to 15 feet to minimize the total volume of potentially flammable materials and to limit the amount of heat that accumulates. A cross-section of a typical cell showing the sequence of accumulation of vegetative material is shown in each landfill's operation plan.

Fire Response Measures. In the unlikely event that fires were to occur, the Town has taken numerous measures to ensure its prompt control in the future, including:

- Access around the disposal perimeters exists and in the case of the Okeechobee Boulevard site, has been enhanced and maintained to provide sufficient area for firefighting operations, per on-site consultations with the Palm Beach County Fire-Rescue staff. Also, an access agreement with LWDD (see Exhibit B) allows emergency access to the west boundary of this site.
- Cell sizes of decomposing materials are limited to 100' x 200' and separated by 15' fire breaks.
- Onsite water supply is provided for Okeechobee Landfill by the current placement of hydrants located on Okeechobee Boulevard at the property corners. At the Skees Landfill, the existing surface water body (pond) provides adequate drafting capabilities, per on-site consultations with the Palm Beach County Fire-Rescue staff. These various fire response issues are depicted graphically in the attached (see Exhibits C and D).

Dust Control

Historic Context. In the history of operations at the Okeechobee Boulevard and Skees Road landfills, the Town has never been cited by a regulatory authority for any concern associated with dust. A recent on-site test conducted by the Palm Beach County Health Department found no air quality concerns. The routine inspection reports conducted by the Health Department also indicate there is no deficiency, and the Town is shown as compliant on a recent inspection report (see Exhibit E, Item No. 2.33).

Dust Control Measures. While the trucks and bulldozers working at these locations do move over unpaved roads, the Town has adopted numerous measures to control the dust conditions that occur during the dry season. On the major movement corridors at the locations, the Town has laid crushed asphalt. The Town acquired a water truck, which can be used to control dust from dirt roads. Town employees driving vehicles also adhere to on-site speed limits. Active cells are limited to a height of 15 feet of non-decomposed material to limit airborne dirt and dust, and dormant cells are allowed to overgrow with vegetation to limit exposed dirt and airborne dirt. In addition, although not mandated by law, the Town's plan for landscaping the western perimeter of the Okeechobee site, using palms, will also create a landscape buffer to further prevent dust from migrating off-site.

Pest Control

Historic Context. The presence of insects and wildlife, including even termites or rodents, is part of the natural background conditions of undeveloped lands, and can be beneficial to the decomposition process at a vegetative landfill. However, the Town has never observed a significant amount of animals or insects at the vegetative landfills, and the Palm Beach County Health Department has never cited the Town for rodent or vermin issues at either site. In 2011-2012, the Town investigated concerns about an insect outbreak near the Skees Road site, and an independent exterminator concluded that the Town's facility was not the source. And in 2012 and 2013, an independent consultant inspected the Okeechobee site, finding that there is no indication of an increased population of any particular species that would become a nuisance. Importantly, at the Okeechobee site, a canal separates the landfill from the adjacent neighborhood, drastically reducing the potential for animals to migrate from the landfill to become a local nuisance. The pest control inspection report from 2013 is attached as Exhibit F.

Pest Control Measures. The Town now obtains annual independent site inspections for animal and insect pests. If serious problems arise, the Town will retain experts to take appropriate pest control measures.

Landscape Improvements

Historic Context. For many years, the Okeechobee landfill had a row of Australian pines along the adjacent canal (i.e. the western property boundary common to Lake Worth Drainage District property). However, these trees are considered an exotic invasive species, and were removed about 4 years ago by the Lake Worth Drainage District. At the Skees Road location, natural vegetation also provides a buffer, separating the road from the interior managed property. Some Australian pines still exist at the Skees Road site in isolated locations.

Landscape and View Enhancement Measures. In accordance with permit conditions, the Town manages its landfills to limit pile heights to 15 feet of non-decomposed material, and to a maximum overall elevation of 52' NGVD. Although not mandated by law, the Town is planting perimeter landscaping on the western boundary of the Okeechobee site, consisting of palms expected to grow 15 to 20 feet tall. The plantings will obscure views of the landfill piles to the typical observer standing at off-site locations. A digital rendering of the proposed plantings is attached as Exhibit G.

Fencing

Historic Context. There is no history of vandalism or substantial trespassing concerns at either the Okeechobee or Skees Road locations. Fencing/gates at both locations restrict any unauthorized vehicular access. Documents showing examples of the existing fencing are attached as Exhibit H.

Fencing Measures. The Town installed additional fencing and gates at the Okeechobee site in August 2013 to conform with permit conditions.

Conclusion. The Town of Palm Beach has been and will continue to be a good neighbor to the people of Palm Beach County when managing its vegetative landfills at Skees Road and Okeechobee Boulevard.

EXHIBIT A

MAYOR CLAUDE D. REESE

COUNCIL

EDGAR H. LATHAM, JR., PRESIDENT
EARL BLAIR, PRES. PRO TEM.
JAMES D. STURROCK
JOHN U. CUSHMAN
JAMES E. HOLLINGSWORTH



B. ARNOLD, TOWN MANAGER
BARTLETT ARNOLD, JR., ADMINISTRATIVE ASSISTANT
HUGH G. BRUCE, CLERK AND TREASURER
E. L. MIDDLETON, TOWN ATTORNEY
FRED A. MEAD, CHIEF POLICE DEPARTMENT
C. A. PEED, CHIEF FIRE DEPARTMENT
DAVID A. LARRABEE, SUPT. OF PUBLIC WORKS
EDWARD A. EHINGER, JR., BUILDING INSPECTOR
G. T. BROBERG, JR., POLICE JUDGE
KENNETH LANSDOWNE, TAX COLLECTOR AND ASSES.
ROBERT G. HUTCHEON, TOWN ENGINEER

Town of Palm Beach

P. O. Box 2029

Palm Beach, Florida 33480

November 13, 1968

TO: MR. B. ARNOLD, TOWN MANAGER
FROM: DEPARTMENT OF PUBLIC WORKS
RE: FIRE AT SKEE'S ROAD TRASH DISPOSAL SITE

On November 5th, 1968, at 9:30 P.M., Bob O. Grice was notified by Mr. Hoffman, who had been notified by the Sheriffs Department, that the trash dump was on fire. Bob Grice then proceeded to the dump site and unlocked the gate to allow a truck from the Westward Volunteer Fire Department to enter. The Westward Fire Department stayed at the scene until their pumper truck was out of water, at which time they left the scene.

On the following day, November 6, 1968, at 8:00 A.M., Bob Grice called and advised David Larrabee, Public Works Superintendant, of the situation and asked for assistance. David Larrabee called the office of the Town Manager and explained the situation and then contacted Chief Peed of the Palm Beach Fire Department. Chief Peed dispatched a pumper and crew to the dump where they set up and pumped all day. That evening, the fire fighting pump at the dump and another from the Public Works Department were set up and have been run by two men 24 hours a day until Tuesday, November 12, 1968, when the night shift was eliminated. At the present time, one pump is in operation to prevent a possible flare up. The fire appears to be out and the smoke problem is eliminated.

As a matter of record, this is only the second fire that has occurred at a Town of Palm Beach Trash dump, in the last twenty years. The first fire was at the trash dump at the incinerator on Okeechobee Road. Prior to that all trash was burned.

MEMORANDUM:

TO: Mr. G. R. Frost, Town Manager

FROM: S. P. Hadley

SUBJECT: Skees Rd. Fire 1/5-6/80 — *file*

DATE: January 7, 1980

1/5/80

14:55 First Public Works contact, L. Greene at Coconut Row office. Called out L. Carpenter, S. White, M. Hudson, M. Hagood and N. Ouellette.

15:15 P.W. units responding from garage 102, 115 and 268.

15:35 102 10-97, M.P.F.D. 10-97 with 2-pumpers, 1-tanker, and 1-rescue, fire area near northeast corner of lake, extending easterly approximately 110 yards, wind ENE 10-15 knots.

15:45 115 & 268 10-97, fire jump to southeast corner of property, distance approximately 150 yards, second area well involved before on-site fire units could respond.

16:00 Additional M.P.F.D. units arriving, 1-engine and 1-service van.

16:20 123 10-97 with 4" pump and fire hose, equipment set up and put into service with 2-2½" lines.

16:30 P.B.F.D. Chief Crockett 10-97, additional P.W. personnel responding, T. Trenton, J. Patterson, J. Gloster, W. Simmons and R. Mobley.

16:45 120 10-97 with 6" pump, unit put into service for ground flooding, additional personnel L. Penfield and J. Kerchaert.

17:00 Forestry Service 10-97 with tractor plow, worked east perimeter road, east of second fire area. Mr. Hadley advised of status.

18:00 Forestry Service disengaged, extra fire hose from P.B.F.D. arrived and put in service for 2½" line extensions, R. Bishop and S. Hadley 10-97.

18:30 117 10-97, J. Blackwell, with a 2" and a 3" pump, set up another 2½" line and a 1½" line.

19:30 S. Winn 10-97.

19:40 M.P.F.D. disengaged, flame depressed in both fire areas.

20:05 J. Sansbury, County Administrator 10-97.

Memo to: Mr. G. R. Frost
From: S. P. Hadley
Re: Skees Rd. Fire
Date: January 7, 1980

20:25 Town bulldozer arrived on Merle Merchant transporter. Transporter sent to Dyer Blvd. for County bulldozer.

20:40 Town bulldozer put into service on second fire area at southeast corner of property with Mike Hoffman operating. This area was out of reach for our water pumping equipment.

21:45 County bulldozer arrived and put in service on the first fire area, nearest the lake, operator Dwight Williams, County Aquatic Weed Control Supervisor. Due to the amount of water put into area one, the dozer was very effective in knocking down and putting out the fire.

22:50 County dozer moved to second fire area.

23:30 Secured pumping apparatus to first fire area and started picking up equipment.

1/6/80

00:45 120 & 123 10-19 S-1 with 2", 4" & 6" pumps.

01:00 Tom Sanders, Dyer Blvd. Foreman, relieved Williams on the County dozer.

01:50 Set up 3" pump and one 2½" line for second fire area after clearing a path from the southeast corner of our property to a lake on the adjacent parcel of land to the south.

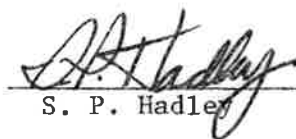
04:00 No smoke condition in both areas, all apparatus secured.

09:00 Five Public Works personnel, clean-up and work on hot spots.

15:00 Clean up secured.

17:30 R. Bishop and M. Hoffman used bulldozer to work a couple of hot spots. No further activity.

At present, the site is occupied through the regular work day, every day. We are reworking the perimeter road and putting out any flare-ups that occur.


S. P. Hadley

TO: David L. Crockett, Fire Chief, Town of Palm Beach
FROM: S. P. Hadley, Supt. of Public Works
SUBJECT: Skees Road Fire (January 5-6, 1980)

January 9, 1980

I would like to take this opportunity to extend to you my personal acknowledgement for your participation in this action.

Your assistance and guidance throughout the course of our efforts to put this fire out was truly appreciated.

Your actions display a sincere dedication to your profession and to the Town.

Thank you,



S. P. Hadley
Supt. of Public Works

cc: P. W. File
Read File

EXHIBIT B

WILL CALL #166

RETURN TO:
LAKE WORTH DRAINAGE DISTRICT
13081 MILITARY TRAIL
DELRAY BEACH, FL 33484

CFN 20120338042
OR BK 25412 PG 1196
RECORDED 08/24/2012 10:17:22
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 1196 - 1202; (7pgs)

PREPARED BY:
MARK A. PERRY, P.A.
50 SE FOURTH AVENUE
DELRAY BEACH, FL 33483

COPY

TEMPORARY ACCESS AGREEMENT

THIS TEMPORARY ACCESS AGREEMENT executed this the 23 day of August, 2012 is entered into by and between the **LAKE WORTH DRAINAGE DISTRICT**, A Special Taxing District in the State of Florida, whose mailing address is 13081 Military Trail, Delray Beach, Florida 33484, hereinafter referred to as "LWDD", and **TOWN OF PALM BEACH, FLORIDA**, a municipality existing under the laws of the State of Florida, whose mailing address is 360 South County Road, Palm Beach, Florida 33480, hereinafter referred to as "TOWN OF PALM BEACH".

WHEREAS, LWDD controls and maintains Equalizer Canal No. 3 within its jurisdictional boundaries, hereinafter referred to as "E-3 CANAL RIGHT-OF-WAY"; and

WHEREAS, the TOWN OF PALM BEACH has requested temporary access to enter over, on and/or upon LWDD's CANAL RIGHT-OF-WAY, as shown on Exhibit 'A' attached hereto and made a part hereof, for the purpose of access for ingress and egress of motor vehicles, equipment, and employees of the TOWN OF PALM BEACH to facilitate assistance during emergency situations at the TOWN OF PALM BEACH Landfill.

NOW, THEREFORE, for Ten Dollars (\$10.00) and other good and valuable consideration received by each party from the other, it is hereby agreed as follows:

1. The facts recited above are true and correct and incorporated herein.

2. LWDD hereby grants this Temporary Access to the TOWN OF PALM BEACH to enter over, on and/or upon the CANAL RIGHT-OF-WAY, as shown on Exhibit 'A' attached hereto and made a part hereof, for the purpose of access for ingress and egress of motor vehicles, equipment, and employees of the TOWN OF PALM BEACH to facilitate assistance during emergency situations at the TOWN OF PALM BEACH Landfill. Further, TOWN OF PALM BEACH and its employees shall not interfere with the canal maintenance activities of LWDD.

3. TOWN OF PALM BEACH agrees to indemnify and hold harmless the LWDD from and against any and all losses, claims, damages, costs, and expenses of whatever kind or nature, including attorney's fees relating to or arising out of any claims against LWDD, as a result of or emanating out of the issuance of this Temporary Access Agreement and the usage of the CANAL RIGHT-OF-WAY by the TOWN OF PALM BEACH.

4. Without waiver of limitation as provided for in §768.28, Florida Statutes, and to the extent permitted by law, the TOWN OF PALM BEACH shall indemnify and hold harmless LWDD from and against all claims, damages, losses, and expenses arising out of or resulting from the breach of this Temporary Access Agreement by the TOWN OF PALM BEACH, its agents or employees, or due to negligent act or omission on the part of the TOWN OF PALM BEACH, its agents or employees. However, neither the TOWN OF PALM BEACH nor its agents or employees will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of LWDD or any of its officers, agents, or employees.

5. TOWN OF PALM BEACH shall include LWDD in the TOWN OF PALM BEACH Self-Insurance Program as Additional Insured in relationship to this Temporary Access Agreement and written confirmation thereof shall be provided to LWDD annually.

6. LWDD will inspect the CANAL RIGHT-OF-WAY upon completion of use as temporary access and provide notice to the TOWN OF PALM BEACH of any damages to the RIGHT-OF-WAY that may occur and provide the TOWN OF PALM BEACH a reasonable period of time to cure.

7. Either party shall have the right to terminate this Temporary Access Agreement upon written Notice of Termination to the other party.

8. Notices in conjunction with this Temporary Access Agreement shall be sent by mail to the following addresses unless notified to the contrary:

LWDD: Lake Worth Drainage District
13081 Military Trail
Delray Beach, FL 33484
Attn: Ronald L. Crone

Copy to: Mark A. Perry, Esq.
Lake Worth Drainage District
13081 Military Trail
Delray Beach, FL 33484

TOWN OF PALM BEACH: Town of Palm Beach
360 South County Road
Palm Beach, FL 33480
Attn: Peter Elwell, Town Manager

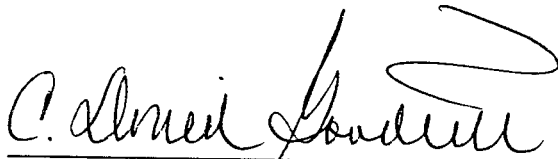
Copy to:

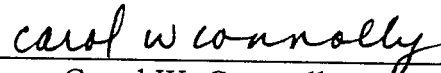
10. Except as modified herein, this Temporary Access Agreement shall be subject to all applicable provisions of law. A copy of this Temporary Access Agreement shall be filed with the Clerk of the Circuit Court of Palm Beach County, Florida.

IN WITNESS WHEREOF, the parties have hereunto executed this Temporary Access Agreement the day and year first above written.

WITNESSES:

LAKE WORTH DRAINAGE DISTRICT

By: 
C. David Goodlett, President

Attest: 
Carol W. Connolly,
Assistant Secretary

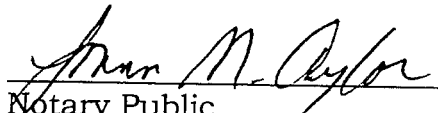


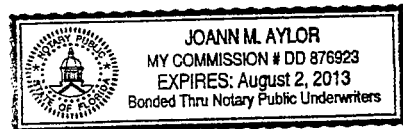
13081 Military Trail
Delray Beach, FL 33484

STATE OF FLORIDA :
COUNTY OF PALM BEACH :

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared C. DAVID GOODLETT and CAROL W. CONNOLLY, the President and Assistant Secretary respectively, of the LAKE WORTH DRAINAGE DISTRICT, both of whom acknowledged executing the foregoing instrument; and both of whom are known to me, and did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this the 23 day of August, 2012.


Notary Public



Notary Stamp or Seal

WITNESSES:

[Signature]
(1) Witness Signature

SUSAN A. OWENS
Printed Name of Witness

[Signature]
(2) Witness Signature

Cheri Corbett
Printed Name of Witness

TOWN OF PALM BEACH, FLORIDA

By: [Signature]

Peter Elwell, Town Manager
Printed Name and Title

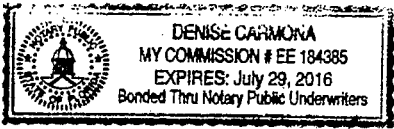
360 South County Road
Palm Beach, Florida 33480

STATE OF FLORIDA :
COUNTY OF PALM BEACH :

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared PETER ELWELL, the Town Manager on behalf of TOWN OF PALM BEACH, FLORIDA. He is known to me or provided _____ as identification, and did/did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this the 16 day of AUGUST, 2012.

[Signature]
Notary Public Denise Carmona



Notary Stamp or Seal

SKETCH AND LEGAL DESCRIPTION
15' ACCESS EASEMENT

Exhibit 'A' - 1 of 2

LEGAL DESCRIPTION: 15 ACCESS EASEMENT

A 15 FOOT STRIP OF LAND LYING IN SECTION 26, TOWNSHIP 43 SOUTH, RANGE 42 EAST PALM BEACH COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE EAST 15 FEET OF THE WEST 52.47 FEET OF THE WEST ONE-HALF (W 1/2) OF THE NORTHWEST ONE-QUARTER (NW1/4) OF THE NORTHEAST ONE-QUARTER (NE1/4), SECTION 26, TOWNSHIP 43 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA;

ALONG WITH

THE EAST 15 FEET OF THE WEST 53.46 FEET OF THE NORTHWEST ONE-QUARTER (NW1/4) OF THE SOUTHWEST ONE-QUARTER (SW1/4) OF THE NORTHEAST ONE-QUARTER (NE 1/4), SECTION 26, TOWNSHIP 43 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA;

LESS AND EXCEPT THE NORTH 50.00 FEET OF THE THE WEST ONE-HALF (W 1/2) OF THE NORTHWEST ONE-QUARTER (NW1/4) OF THE NORTHEAST ONE-QUARTER (NE1/4), SECTION 26, TOWNSHIP 43 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA;

SAID LANDS CONTAINING 29,592 SQUARE FEET OR 0.68 ACRES MORE OR LESS.

SAID LANDS SITUATE WITHIN, PALM BEACH COUNTY, FLORIDA.

NOTES:

- 1) THIS SKETCH AND LEGAL DESCRIPTION DOES NOT REPRESENT A FIELD SURVEY. (THIS IS NOT A SURVEY)
- 2) NOT VALID WITHOUT THE SIGNATURE AND EMBOSSED SEAL OF A FLORIDA REGISTERED LAND SURVEYOR.
- 3) RECORD INFORMATION SHOWN HEREON WAS TAKEN FROM RECORD PLATS OBTAINED FROM THE PUBLIC RECORDS OF PALM BEACH COUNTY. LAKE WORTH DRAINAGE DISTRICT CANAL RIGHT OF WAY MAP NUMBER E3-1B SHEET 30B OF 163 DATED MAY 1999. FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION 93280-2503 SHEETS 4 AND 5 OF 7, LATEST REVISION DATE OF 10-06-97.
- 4) L.W.D.D. REQUIRED RIGHT OF WAY AS DEPICTED HEREON IS BASED SOLELY UPON L.W.D.D.'S FILE AND NOT A SEARCH OF RECORDS OF THE CLERK OF THE COURT, PALM BEACH COUNTY, FLORIDA.

LEGEND:

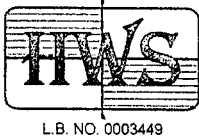
L.W.D.D. = LAKE WORTH DRAINAGE DISTRICT
O.R.B. = OFFICIAL RECORDS BOOK
PG. = PAGE
D.E. = DRAINAGE EASEMENT
R.O.W. = RIGHT OF WAY
SEC. = SECTION

HELLER-WEAVER AND SHEREMETA, INC.
FLORIDA STATE L.B. NO. 3449

BY: DANIEL C. LAAK
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA REG. NO. 5118

L.W.D.D. PROJECT # 12-1179P.04

REVISIONS
7-20-2012
PER L.W.D.D. COMMENTS



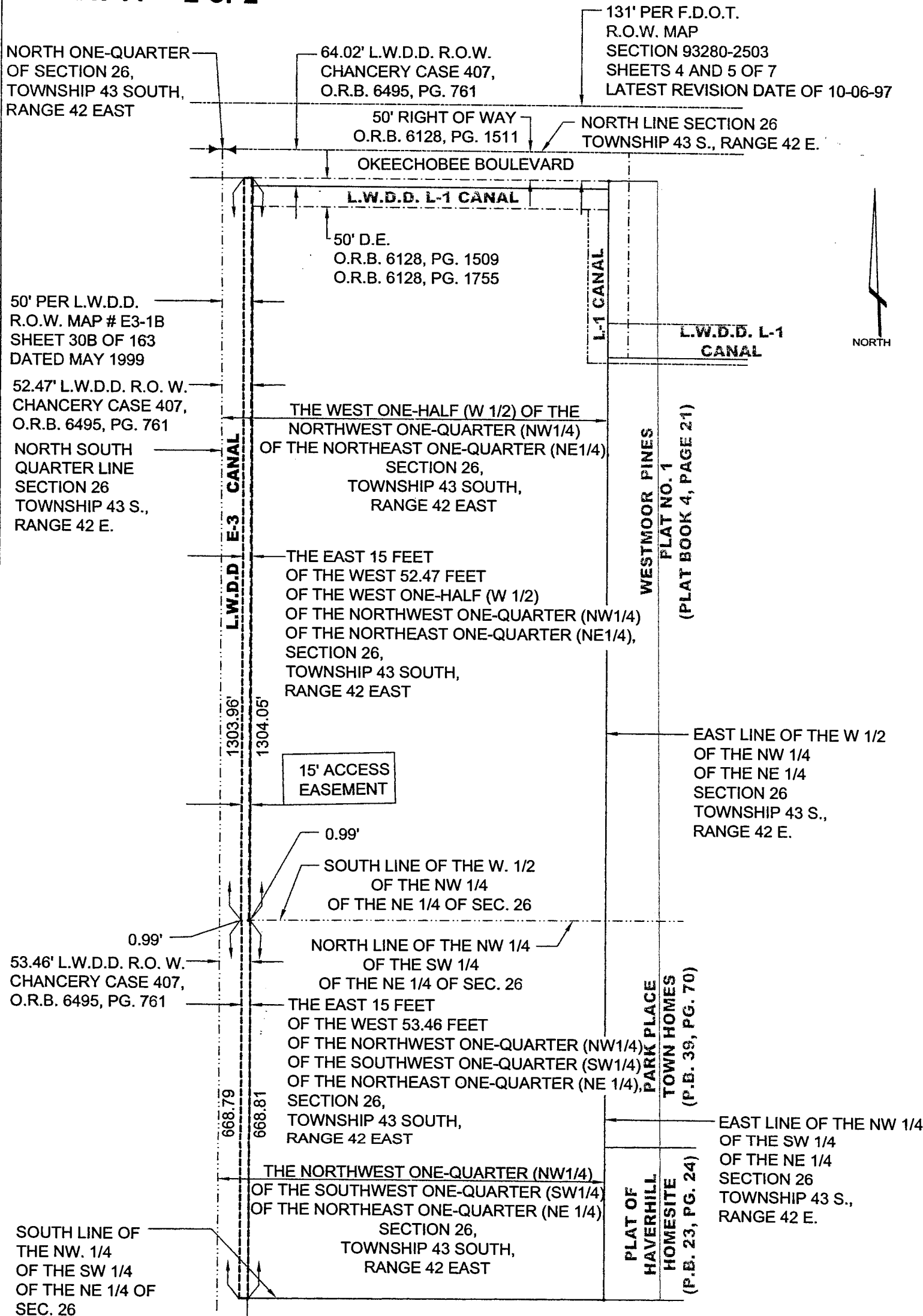
L.B. NO. 0003449

Heller - Weaver and Sheremeta, inc.
Surveyors and Mappers
310 S.E. 1st Street, Suite 5 Delray Beach, Florida 33483
(561) 243-8700 - Phone (561) 243-8777 - Fax

DATE:	6-21-2012
SCALE:	AS NOTED
DRAWN BY:	CADD
CHECKED BY:	D.C.L.
SHEET:	1 OF 2
FILE NO.	12-1179P.04-103-SS1

SKETCH AND LEGAL DESCRIPTION
15' ACCESS EASEMENT

Exhibit 'A' - 2 of 2



REVISIONS	
7-20-2012	PER L.W.D.D. COMMENTS



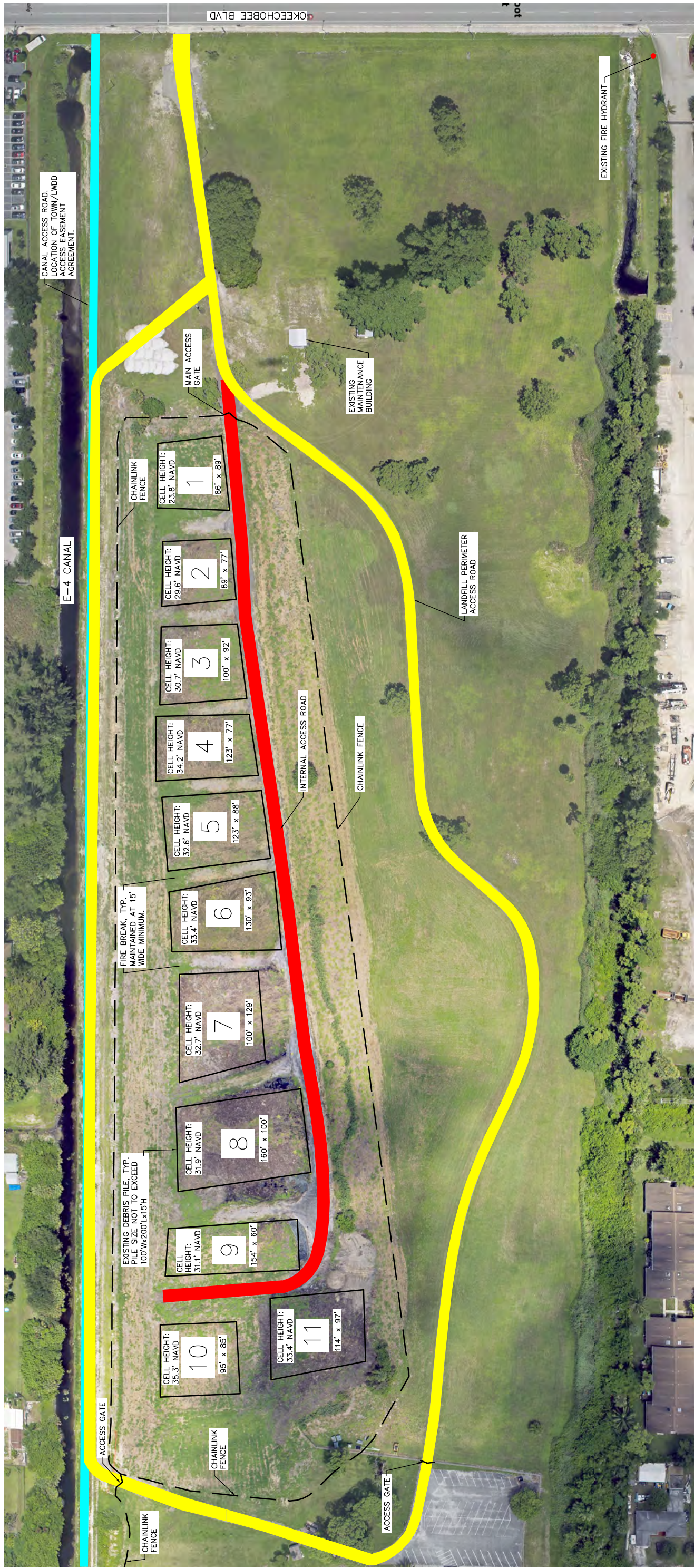
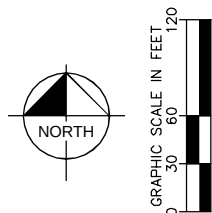
L.B. NO. 0003449

Heller - Weaver and Sheremeta, inc.
Surveyors and Mappers
310 S.E. 1st Street, Suite 5 Delray Beach, Florida 33483
(561) 243-8700 - Phone (561) 243-8777 - Fax

L.W.D.D. PROJECT # 12-1179P.04

DATE:	6-21-2012
SCALE:	1" = 200' FB:
DRAWN BY:	CADD
CHECKED BY:	D.C.L.
SHEET:	2 OF 2
FILE NO.	12-1179P.04-103-SS2

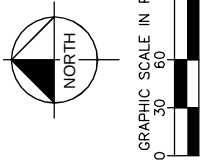
EXHIBIT C



MAX. OPERATION CELL ELEVATION = 52' NGVD
FINAL CLOSURE CELL ELEVATION = 52' NGVD
MAXIMUM DEBRIS PILE DEPTH = 15'
*PER APPROVED CLOSURE PLAN

No.	REVISIONS		DATE	BY	FIRE RESPONSE PLAN	DATE SEPT. 2013	TOWN OF PALM BEACH PALM BEACH COUNTY FLORIDA	OKEECHOBEE BLVD LANDFILL 5976 OKEECHOBEE BLVD, WEST PALM BEACH, FL	SHEET NUMBER 1
						PROJECT NO. N/A			

EXHIBIT D



MAX. OPERATION
CELL ELEVATION =
55' NGVD

FINAL CLOSURE
CELL ELEVATION =
52' NGVD

MAXIMUM DEBRIS
PILE DEPTH = 15'
*PER APPROVED
CLOSURE PLAN

TOWN OF PALM BEACH			SKEES ROAD LANDFILL			1300 SKEES ROAD, WEST PALM BEACH, FL			SHEET NUMBER		
DATE			PROJECT NO.			N/A			FLORIDA		
SEPT. 2013			N/A								
FIRE RESPONSE PLAN			TOWN OF PALM BEACH			SKEES ROAD LANDFILL			1300 SKEES ROAD, WEST PALM BEACH, FL		
No.			DATE			BY			REVISIONS		

EXHIBIT E



**Florida Department of
Environmental Protection
Inspection Checklist**

FACILITY INFORMATION:

Facility Name: TOWN OF PALM BEACH YARD TRASH #2(OKEECHOBEE RD)

On-Site Inspection Start Date: 06/20/2013

On-Site Inspection End Date: 06/20/2013

WACS No.: 65864

Facility Street Address: OKEECHOBEE BLVD, W MILITARY TR

City: WEST PALM BEACH

County Name: PALM BEACH

Zip: 33417

INSPECTION PARTICIPANTS:

(Include ALL Landfill and Department Personnel with Corresponding Titles)

Principal Inspector: Binod Basnet, Inspector

Other Participants: Romeo Washington, Facility Representative

INSPECTION TYPE:

Routine Operation Inspection for Landfill - Class III facility

ATTACHMENTS TO THE INSPECTION CHECK LIST:

This Cover Page to the Inspection Checklist may include any or all of the following attachments as appropriate.

SECTION 1.0 - FILE REVIEW

SECTION 2.0 - LANDFILL OPERATION AND MAINTENANCE

Inspection Date: 06/20/2013

SECTION 1.0 - FILE REVIEW**Requirements:**

The requirements listed in this section provide an opportunity for the Department's inspector to indicate the conditions found at the time of the inspection. A "Not Ok" response to a requirement indicates either a potential violation of the corresponding rule or an area of concern that requires more attention. Both potential violations and areas of concern are discussed further at the end of this inspection report.

Item No.	FILE REVIEW (Pre- or Post-Inspection, as appropriate.) Completed	Ok	Not Ok	Unk	N/A
1.1	For landfills and C&D disposal facilities, does the facility have a current plan for the method and sequence of filling wastes? 62-701.500(2)(f) for landfills; 62-701.730(7)(a) for C&D debris sites	✓			
1.2	For landfills, are the following records being reported to the Department?(Check any that are Not OK) ☐ Waste reports (annually) 62-701.500(4) ☐ Annual estimate of remaining life 62-701.500(13)(c)	✓			
1.3	Is gas monitoring being performed as required by the permit? 62-701.500(9), 62-701.530(2)				✓
1.4	Are the results of the gas sampling reported to the Department quarterly? 62-701.530(2)(c)				✓
1.5	Is water quality sampling and testing performed according to standard procedures and at the required frequencies? 62-701.510(2) for landfills; 62-701.730(4)(b) and (10) for C&D debris sites; 62-713.400(3) for stationary soil treatment facilities.	✓			
1.6	Do the results of the water quality testing suggest there may be adverse impacts to water quality from the operation of the solid waste facility? 62-701.510(3) and (4); 62-701.730(4)(c) and (10) for C&D debris sites; 62-713.400(3) for stationary soil treatment facilities.	✓			
1.7	For closed landfills and C&D disposal facilities with final elevations higher than 20 feet above grade, has a final survey report verifying the final elevations and contours of the facility been submitted to the Department? 62-701.600(6)(b), 62-701.730(9)(d)				✓
1.8	Is financial assurance adequate? 62-701.630 for landfills; 62-701.710(7)(a) and (10)(a) for waste processing facilities; 62-701.730(11)(a) for C&D debris facilities; 62-713.600(6)(a) for stationary soil treatment facilities; 62-711.500(3) for waste tire facilities. NOTE: The Solid Waste Financial Coordinator in Tallahassee can assist with this information.	✓			
1.9	Are cost estimates current and adjusted every year? 62-701.630(4) for landfills; 62-701.710(7)(b) and (10)(a) for waste processing facilities; 62-701.730(11)(b) and (c) for C&D debris facilities; 62-713.600(6)(b) and (c) for stationary soil treatment facilities; 62-711.500(3) for waste tire facilities.	✓			
1.10	For C&D debris disposal and disposal with recycling facilities, is an Annual Report submitted to the Department for the disposal operation by April 1st of each year? 62-701.730(12)				✓
1.11	For C&D recycling facilities with no disposal, is an Annual Report for the recycling facility submitted to the Department by April 1st of each year? 62-701.710(9)(b)				✓
1.12	For compost facilities, has the compost product been sampled and analyzed every 20,000 tons or every 3 months (whichever is sooner)? 62-709.530(1)				✓
1.13	For compost facilities, has the annual report been submitted by June 1st? 62-709.530(3)				✓

Inspection Date: 06/20/2013

SECTION 2.0 - LANDFILL OPERATION AND MAINTENANCE**Requirements:**

The requirements listed in this section provide an opportunity for the Department's inspector to indicate the conditions found at the time of the inspection. A "Not Ok" response to a requirement indicates either a potential violation of the corresponding rule or an area of concern that requires more attention. Both potential violations and areas of concern are discussed further at the end of this inspection report.

Item No.	SOLID WASTE PROHIBITIONS (unless "grandfathered" in, see 62-701.300(18)) Completed	Ok	Not Ok	Unk	N/A
2.1.1	Unauthorized storage, processing, or disposal of solid waste except as authorized at a permitted solid waste management facility or other exempt facility. 62-701.300(1)(a)	✓			
2.1.2	Unauthorized disposal or storage prohibited, except yard trash, within 500 feet of a potable water well? 62-701.300(2)(b)	✓			
2.2	Unauthorized storage or disposal of yard trash prohibited within the minimum setbacks of (Check any that are Not OK) 62-701.300(12) ☐ 100 feet from potable water wells (except on-site)? ☐ 50 feet from water bodies?	✓			
2.3	Unauthorized disposal or storage prohibited in any natural or artificial body of water including ground water and wetlands? (Does not apply to standing water after a storm event.) 62-701.300(2)(d)	✓			
2.4	Unauthorized disposal or storage prohibited, except yard trash, within 200 feet of any natural or artificial body of water, including wetlands without permanent leachate controls, except impoundments or conveyances which are part of an on-site, permitted stormwater management system or on-site water bodies with no off-site discharge? 62-701.300(2)(e)	✓			
2.5	Unauthorized open burning of solid waste prohibited except in accordance with Department requirements? 62-701.300(3)	✓			
2.6	Are the following unauthorized wastes or special wastes properly controlled, managed and disposed? (Check any that are Not OK) ☐ Hazardous waste 62-701.300(4) ☐ Biomedical waste 62-701.300(6) ☐ Yard trash 62-701.300(8)(c) ☐ Whole waste tires 62-701.300(8)(e) ☐ Regulated asbestos waste 62-701.520(3), 62-701.730(19) ☐ Used oil and oily wastes, except as exempted 62-701.300(11) ☐ PCB wastes 62-701.300(5) ☐ Lead-acid batteries 62-701.300(8)(a) ☐ White goods 62-701.300(8)(d) ☐ Liquids 62-701.300(10) ☐ CCA treated wood 62-701.300(14)	✓			
2.7	Are only permitted waste types disposed at facility? 62-701.340(2), 62-701.500(6)(a), 62-701.500(2)(c)	✓			

Item No.	LANDFILL OPERATION AND MAINTENANCE Completed	Ok	Not Ok	Unk	N/A
2.8	Is there a trained operator on-site at Class I and III landfills when receiving wastes? 62-701.500(1)	✓			
2.9	Is there at least one trained spotter at each working face when receiving wastes at Class I and III landfills? 62-701.500(1)	✓			
2.10	Are the following records or plans current and available on-site? (Check any that are Not OK) ☐ Training Plan 62-701.320(15)(a) ☐ Operating Plan 62-701.500(2) ☐ Waste weight records 62-701.500(4) ☐ Precipitation records 62-701.500(8)(g)	✓			

Inspection Date: 06/20/2013

Item No.	LANDFILL OPERATION AND MAINTENANCE Completed	Ok	Not Ok	Unk	N/A
2.10	☐ Load-checking program records 62-701.500(6)(a) ☐ Training records 62-701.320(15)(a) ☐ Operation record 62-701.500(3) ☐ Quantity of leachate 62-701.500(8)(f)	✓			
2.11	Is the operation plan substantially followed? 62-701.500(2)	✓			
2.12	Is incoming waste weighed? 62-701.500(4)(a) and (2)(d)				✓
2.13	Is the method and sequence of filling waste according to plans? 62-701.500(2)(f)	✓			
2.14	Is access properly controlled to prevent unauthorized waste disposal? 62-701.500(5)	✓			
2.15	Is waste compacted as required? 62-701.500(7)(a)	✓			
2.16	Are the working face and side slopes above ground graded to a slope no greater than 3 feet horizontal to 1 foot vertical rise? 62-701.500(7)(c)	✓			
2.17	Is a narrow working face practiced? 62-701.500(7)(d)	✓			
2.18	Is the frequency, amount and quality of initial cover, as required? 62-701.500(7)(e)				✓
2.19	Is the frequency, amount and quality of intermediate cover, as required? 62-701.500(7)(f)				✓
2.20	Is litter controlled and are litter control devices maintained? 62-701.500(7)(i) and (11)(f)	✓			
2.21	Is erosion control adequate? 62-701.500(7)(j)	✓			
2.22	Is the leachate collection and removal system maintained and operated as required? 62-701.500(2)(j), 62-701.500(8)(b) and (h)				✓
2.23	Is leachate disposed of or treated as required? 62-701.500(8)(b), (c) and (d)				✓
2.24	If leachate recirculation is practiced at the facility, is it done in accordance with Department requirements and the Operation Plan? 62-701.400(5)				✓
2.25	Is gas controlled to not cause objectionable odors beyond the property boundary? 62-701.530(3)(b)				✓
2.26	Is gas controlled to not allow combustible gas concentrations to exceed specified limits? 62-701.530(3)(a)				✓
2.27	Are gas vents intact and functioning properly? 62-701.500(9), 62-701.530(1)(a)3				✓
2.28	Is mixing of leachate and stormwater prevented or minimized? 62-701.500(10), 62-701.400(9)(b)				✓
2.29	Is stormwater management system maintained and operated as required? 62-701.500(10)	✓			
2.30	Is there sufficient operating equipment? 62-701.500(11)(a)	✓			
2.31	Is there sufficient reserve equipment (or other arrangements)? 62-701.500(11)(b)	✓			
2.32	Are communication facilities adequate? 62-701.500(11)(c)	✓			
2.33	Are approved dust control methods adequate? 62-701.500(11)(d)				✓
2.34	Are fire protection and fire fighting capabilities adequate and operational? 62-701.500(11)(e)	✓			
2.35	Are there required signs for operational directions and public information? 62-701.500(11)(g)	✓			
2.36	Are all-weather access roads and inside perimeter roads properly maintained? 62-701.500(12)	✓			
2.37	Are ground water wells intact and properly maintained? 62-701.510(2)(b), 62-701.620(8)	✓			
2.38	Are all additional specific conditions (not otherwise addressed above) in the permit, Department order, or certification, if any, being followed? 62-701.320(1), 403.161, F.S.	✓			

COMMENTS:

06/20/2013

I (Binod Basnet) arrived at Town of Palm Beach Landfill at Okeechobee Blvd to conduct a routine operation inspection at 10:00 am. Mr. Romeo Washington, the facility representative, was also

Inspection Date: 06/20/2013

present on site during the time of inspection. The facility is not in operation at this time as the yard wastes from the Town of Palm Beach are taken to the landfill at Skees Road. The landfill has been closed since September of 2012.

During the inspection, it was noted that there have been some vegetation growth all across the landfill. The facility representative has been advised to mow the vegetation periodically. There have been vegetation growth around the groundwater monitoring wells also.

It was observed that the facility has maintained the access road inside the landfill and also constructed a perimeter road at the south side of the landfill.

Quarterly groundwater sampling was conducted at MW-2 and MW-4R. The result showed that there were exceedances of Sodium, Chloride and TDS at MW-2 and Ammonia as N and TDS at MW-4R.

The inspection was concluded at 10:35 am.

ATTACHMENTS:

Groundwater monitoring well



Groundwater monitoring well



Groundwater monitoring well



Eastern side view of the landfill



Inspection Date: 06/20/2013

Western side view of the landfill



Fire Breaks



Access Road



New perimeter road on south side



Inspection Date 06/20/2013

Signed:

Binod Basnet

PRINCIPAL INSPECTOR NAME**PRINCIPAL INSPECTOR SIGNATURE**

Inspector

PRINCIPAL INSPECTOR TITLE

FDOH-PBC

ORGANIZATION

6/20/2013

DATE

Romeo Washington

REPRESENTATIVE NAME**REPRESENTATIVE SIGNATURE**

Facility Representative

REPRESENTATIVE TITLE

TOPB Landfill

ORGANIZATION

6/20/2013

DATE**Supervisor:** Laxmana Tallam

NOTE: By signing this document, the Site Representative only acknowledges receipt of this Inspection Report and is not admitting to the accuracy of any of the items identified by the Department as "Not Ok" or areas of concern.

EXHIBIT F



2895 W Prospect Road, Fort Lauderdale, FL 33309
Phone: (954) 467-6067 Fax: (954) 717-0594

ATTN: Romeo Washington
Town of Palm Beach
5976 Okeechobee Blvd
West Palm Beach, FL 33401
Phone (561) 227-7039
Email romeowashington@palmbeach.com

February 28, 2013

RE: Site Evaluation for Nuisance Wildlife — Okeechobee Vegetative Landfill

Thank you for the opportunity to evaluate your property and offer our findings and solutions.

A site inspection was done between Monday, February 11, 2013 and Friday, February 15, 2013, to evaluate the approximate populations and species of wildlife that are present; specifically small mammals that may be or may become a nuisance for the surrounding community. The evaluation was performed by Critter Control, a national wildlife management company, with over 30 years of experience.

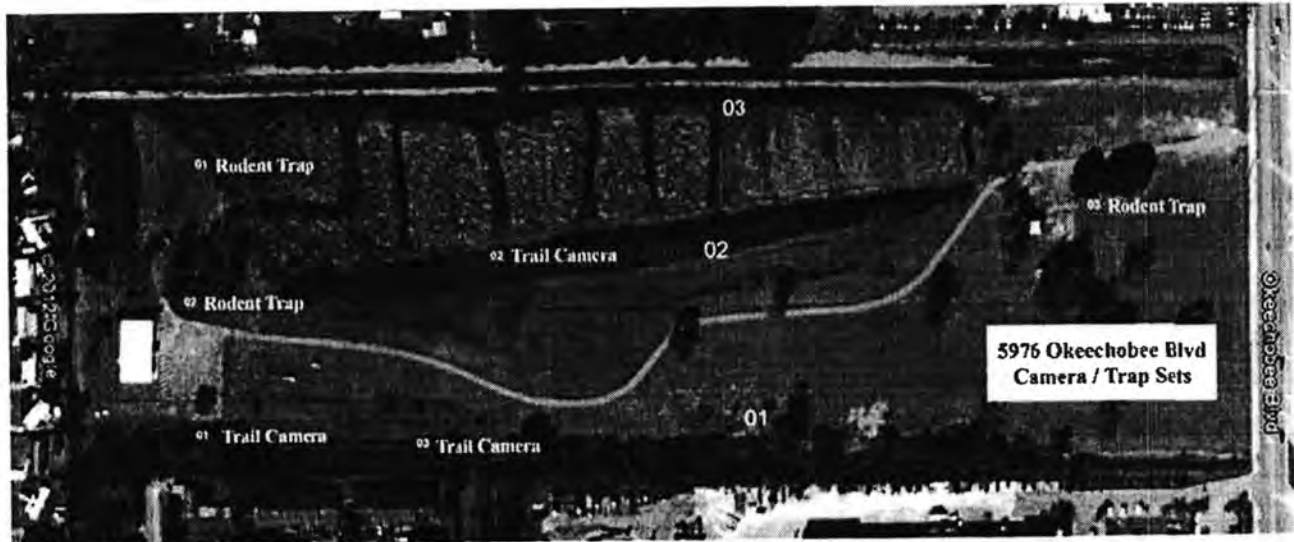
Evaluation methods included but were not limited to visual sight inspections, trail cameras and traps for small rodents. The site was inspected daily at different times of the day and evening. The trail cameras were set up in locations of trails and anywhere evidence of wildlife was found. Raccoon populations in Florida can be as high as 100 per square mile and adult raccoons can have a home range of 1 to 3 miles (Kern, 34).

The site location was divided up into three zones to be evaluated.

Zone 1	The most eastern property line starting from Okeechobee Blvd south to the property line
Zone 2	Vegetation located center of property west of the road path and east of the decomposition pile
Zone 3	West side of the decomposition pile and east of the canal and property line

Below is an overhead visual graph defining the area of concern and the placement of cameras to detect and record wildlife activity for the purpose of this proposal.

Graph of Site – Placement of Detection / Evaluation Devices



The eastern boundary of the property is covered by heavy low vegetation with a few adult trees. Though it can provide some cover and food source for wildlife, it appears to be used only for travel.



2895 W Prospect Road, Fort Lauderdale, FL 33309
Phone: (954) 467-6067 Fax: (954) 717-0594

Property Inspection Log and Summary

Zone 1					
Trail Camera	Date	Device	Sight Inspection		Findings
	2/11/2013	Installed field camera	n/a	Active	Trails and raccoon droppings
	2/12/2013	n/a	n/a	n/a	
	2/13/2013	n/a	n/a	n/a	Raccoon feces
	2/14/2013	n/a	n/a	n/a	
	2/15/2013	n/a	n/a	n/a	
Zone 2					
Trail Camera	Date	Device	Sight Inspection		Findings
	2/11/2013	Installed field camera	n/a	Active	Raccoon droppings
	2/12/2013	n/a	n/a	n/a	
	2/13/2013	n/a	n/a	n/a	
	2/14/2013	n/a	n/a	n/a	
	2/15/2013	n/a	n/a	n/a	
Zone 3					
Trail Camera	Date	Device	Sight Inspection		Findings
	2/11/2013	Installed field camera	n/a	Active	dog tracks
	2/12/2013	n/a	n/a	n/a	
	2/13/2013	n/a	light rodent activity	n/a	Raccoon digging
	2/14/2013	n/a	n/a	n/a	
	2/15/2013	n/a	n/a	n/a	

The table above represents devices placed, inspections completed and findings based on our research.

Documented Inspection Report

During our inspection we found numerous trails throughout the vegetation. Some trails are used by people to travel to the homes on the east side of the property. Other smaller trails through the vegetation were created by small animals.

Zone 1

A trail camera was set up on February 11, 2013 along the east property line as dedicated on the map above. The camera was left for 24 hours at a junction of several trails. No activity was observed. On February 13, 2013, the camera was then moved 100 yards to the south- installed along trails and left for 24 hours. Also, during our visual inspection, evidence of a raccoon frequenting the area was seen (see image below). On February 15, 2013, the camera was retrieved but no activity or pictures were taken. Rodent traps were set and baited for 5 days along the vegetation and trails. No activity was found.



Zone 1 Fresh raccoon feces



Close-up of Zone 1 animal pathway

Zone 2

The area just east of the decomposition piles is covered with heavy, low vegetation. Very little evidence of wildlife activity was noted here- with only a few trails into the brush. This area provides little food and coverage for larger mammals such as raccoons and opossums. However, there is light rodent activity and we did visually note some additional raccoon feces in this area.



2895 W Prospect Road, Fort Lauderdale, FL 33309
Phone: (954) 467-6067 Fax: (954) 717-0594

Zone 3

There was no activity noted on either the trail camera or the rodent traps. However, we did note some animal digging upon the visual site inspection on February 13, 2013.



Zone 3 Raccoon digging

Surrounding Community – Previous Example Photos



The same conditions conducive to attracting nuisance wildlife in and around the neighborhoods to the south and to the west of the property are still prevalent during the 2013 inspection. The southern neighborhood has mobile homes without or with poor-conditioned skirting; also, there was excessive yard debris, clutter and materials on private property. Although it may seem harmless, these circumstances will provide sufficient coverage for wildlife to harbor and hide.

Urban wildlife populations have increased over the past thirty years due to the ease of ability to locate food and shelter. For example, trashcans, dog and cat food left outside for outdoor domestic animals, debris piles and many other common human practices. More often than not, humans do not realize that they are creating these formidable nuisance wildlife occurrences as a result of their own actions.



2895 W Prospect Road, Fort Lauderdale, FL 33309
Phone: (954) 467-6067 Fax: (954) 717-0594

Conclusion

During our time spent at the Okeechobee vegetative landfill, we did find evidence of some wildlife activity. However, we found no indication of an increased population of any particular species that would become a nuisance. Reducing the vegetation on the east and center berm will aid in the prevention of increased rodent populations. Compared to other natural areas in south Florida, we found less wildlife activity than would be expected.

Respectfully,

Joe Felegi
Inspector | Critter Control of Florida
Office (954) 467-6067
Cell (954) 931-8186
Email jfelegi@crittercontrolfl.com
"Protecting People, Property and Wildlife"

EXHIBIT G



Existing condition along West property line: looking South



Newly Planted Area and Fox Tail Palms: looking South

EXHIBIT H









TOWN OF PALM BEACH

Town Council Meeting on: November 12, 2013

Section of Agenda

Consent - Other

Agenda Title

Authorization for Staff to Proceed with the Assessment Process for the Streetscape Project in the 400 Block of Peruvian Avenue.

Presenter

Supporting Documents

- Memorandum dated October 16, 2013, from Thomas G. Bradford, Deputy Town Manager

TOWN OF PALM BEACH

Information for Town Council Meeting on: November 12, 2013

To: Mayor and Town Council

Via: Peter B. Elwell, Town Manager

From: Thomas G. Bradford, Deputy Town Manager

Re: Authorization for Staff to Proceed with the Assessment Process for the Peruvian Avenue
400 Block Streetscape Project

Date: October 16, 2013

STAFF RECOMMENDATION

Staff recommends that the Town Council authorize staff to proceed with the steps required by F.S. 197.3632 to form an assessment area to recoup capital improvement expenditures and anticipated maintenance expenditures incurred by the Town in association with the Peruvian Avenue 400 Block Streetscape Project that is anticipated to be substantially completed by January 31, 2014.

GENERAL INFORMATION

The Town received a request to form an assessment area with the necessary signed petition for properties located within the Peruvian Avenue 400 block in April 2012. The Town Council approved proceeding with the assessment program on May 8, 2012. Since May 2012, the Town Council has authorized a design and construction observation contract and awarded a construction contract. The Town's contractor, Burkhardt Construction Inc., is anticipated to be substantially complete with all work by January 31, 2014. As such, we anticipate being ready to proceed with the Initial Assessment Resolution at the July 2014 Town Council meeting. It is now time to proceed with all of the legal formalities to form an assessment district for payment of the project costs via special non-ad valorem assessments.

For now, all that is required is for the Town Council to give its approval to proceed with the first step, which is to publish notice of intent to use the uniform method of assessments for four (4) consecutive weeks. The uniform method of assessment entails placing the annual cost of the assessment on a benefitting property owner's tax bill mailed to them on or about November 1 of each year. If the Town Council decides later in the process that you do not wish to proceed with the assessments for any reason the process is stopped and no assessment appears on tax bills of benefitting property owners. After the notice is published, a public hearing is held at the December 10, 2013 Town Council meeting to adopt a resolution electing to use the uniform method of assessments to recoup the Town's costs to complete the requested project. This is the preferred billing and collection process as it requires no additional Town staff to accomplish and no extraordinary staff efforts to bill and collect for annual assessments. A copy of the signed

resolution is provided to the Property Appraiser and the Tax Collector so that they receive notice of intent to assess prior to January 10 of the year assessments are first anticipated.

The assessment will include all project costs, including, but not limited to, design services, engineering, project management, publication of notices, construction, interest and any and all other professional services associated with the job such as for surveying. The term of the debt is anticipated to be ten years based on the Town's approved internal long term financing plan and depending on what is available in the marketplace in the summer of 2014.

If the Town Council approves this first step, the tentative process to bring this matter to fruition hereafter will be essentially as follows:

- Notice appears in the *Palm Beach Daily News* for four (4) consecutive weeks on November 18, November 25, December 2 and December 9.
- December 10, 2013 – Public Hearing with adoption of a resolution of intent to use non-ad valorem assessments to bill and collect for the Peruvian Avenue 400 Block Streetscape Project costs incurred within the Peruvian Avenue 400 Block Assessment Area.
- July 8, 2014 - Adoption of initial assessment resolution. All project costs should be known at this time.
- August 20, 2014 (on or about) – Mail notice to each affected property owner within proposed boundaries of the assessment area advising of same along with date, time and place of adoption of the final assessment resolution.
- September 9, 2014 – Adoption of final assessment resolution.

FUNDING/FISCAL IMPACT

All costs incurred by the Town are either internally or externally financed for this and other assessment projects. All costs incurred by the Town are passed on to the property owners benefitting from the improvements constructed in the project and for their ongoing maintenance , if applicable, by the use of special non-ad valorem assessments pursuant to F.S. 197. 3632.

cc: John C. Randolph, Town Attorney
H. Paul Brazil, Director of Public Works
William Francis, Town Engineer
Jane Struder, Director of Finance
Chuck Langley, Senior Project Engineer
Heather Encinosa, Esq.

n:\tgb\agenda items\2013\backup memo authorization for staff to proceed with the assessment process for the Peruvian Avenue 400 Block Streetscapes project 111213tcm.doc

TOWN OF PALM BEACH

Town Council Meeting on: November 12, 2013

Section of Agenda

Consent - Other

Agenda Title

Approval of Selection Committee for RFP No. 2014-09,
Lease of Town-Owned Properties.

Presenter

Supporting Documents

- Memorandum Dated November 1, 2013, from Jay Boodheshwar, Director of Recreation and Special Projects

TOWN OF PALM BEACH

Information for Town Council Meeting on: November 12, 2013

To: Mayor and Town Council

Via: Peter B. Elwell, Town Manager

From: Jay Boodheshwar, Director of Recreation and Special Projects

Re: Approval of Selection Committee for RFP No. 2014-09, Lease of Town-Owned Properties

Date: November 1, 2013

STAFF RECOMMENDATION

Staff recommends Town Council approve the selection committee identified below for RFP No. 2014-09, for the potential lease of Town-owned properties at 627 and 701 North Dixie Highway, West Palm Beach, Florida.

GENERAL INFORMATION

As directed at the October 8, 2013, Town Council Meeting, staff has prepared and issued a Request for Proposals for the potential lease of 627 and 701 North Dixie Highway, West Palm Beach, Florida. The RFP was advertised on November 3, 2013, and proposals are due by December 3, 2013. After reviewing the submitted proposals, the selection committee will recommend that one or two of the highest ranking proposers be issued an Option to Lease agreement for one or both of the properties in question and a subsequent Lease Agreement if the Option is exercised. The final recommendations from the selection committee are scheduled to be presented at the January 14, 2014, Town Council Meeting.

The option to lease period will allow the selected proposer(s) the appropriate amount of time to obtain any necessary approvals from the City of West Palm Beach for the intended use of the property. During this period the Town will continue to store its belongings in these facilities to avoid any unnecessary relocation and storage costs in the event the option is not exercised. Once the proposer(s) decide to exercise the option a mutually agreed upon date will be established to allow the Town time to relocate its belongings.

The development of the sample lease agreements (option and full lease) was completed by Larry Alexander, who is a real estate attorney with Jones, Foster, Johnston & Stubbs, P.A., and incorporated as attachments to the RFP. These agreements will be used as the contract instruments if Council approves the leasing of one or both of the subject properties.

In preparation for the proposal review process, a selection committee must be established. Staff recommends approval of the following proposed committee members:

1. Michael J. Pucillo, Public Works Committee Chair
2. Jay Boodheshwar, Director of Recreation and Special Projects
3. H. Paul Brazil, Director of Public Works
4. Jane Struder, Director of Finance

FUNDING/FISCAL IMPACT

There is no fiscal impact associated with approval of this selection committee.

cc: Selection Committee Members
John C. Randolph, Town Attorney
Larry B. Alexander, Jones, Foster, Johnston & Stubbs, P.A.
Lynda Cummings, Purchasing Agent

TOWN OF PALM BEACH

Town Council Meeting on: November 12, 2013

Section of Agenda

Consent - Other

Agenda Title

Authorization to Issue RFQ for Construction Manager at Risk
Continuing Services.

Presenter

Supporting Documents

- Memorandum dated October 16, 2013, from H. Paul Brazil, P.E., Director of Public Works

TOWN OF PALM BEACH

Information for Town Council Meeting on: November 12, 2013

To: Mayor and Town Council

Via: Peter B. Elwell, Town Manager

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

Re: Authorization of Request for Qualifications (RFQ) for Construction Management at Risk Continuing Services

Date: October 16, 2013

STAFF RECOMMENDATION

Staff recommends that Town Council authorize and direct staff to proceed with a Request for Qualifications (RFQ) for Construction Management at Risk Continuing Services, as authorized under the Florida Statutes, Chapter 287.055, known as the Consultants Competitive Negotiation Act (CCNA), to receive, review, short list, conduct interviews, and return to the Town Council with a recommendation to enter into a contract with the selected consultant(s).

GENERAL INFORMATION

The Town has used several different contracting methods to complete our projects. These procurement methods consist of public bid, establishment of pre-qualified contractor for specified services, and construction management at risk.

The use of the construction management at risk as a construction delivery method, while not always applicable to every project, is a comprehensive construction process and has been very successful and cost-effective for the Town on several projects including the renovation of Town Hall, the D-15 Pump Station, A-39 to A-7 Force Main, and the Worth Avenue Improvements. We are currently completing the Par 3 Clubhouse and Peruvian Avenue streetscape with the assistance of a construction manager. The construction management at risk delivery method employs the use of a construction professional to assist staff and designers early on in a project to establish and control scope, establish schedules, provide value engineering, conduct competitive bidding, provide construction administration, and to close out the project.

Staff will propose using the professional services from construction management firms to implement projects within the Town's Phase 2 Accelerated Capital Improvement Program, as well as the Pay-As-You Go program. This will allow stream-lining projects and delivering the most cost-effective, quality-driven projects. Although, an RFQ process could be utilized on each individual project, as applicable, the process is time consuming and utilizes significant Town resources. Alternatively, these services can be provided through a selection process that establishes a list of pre-qualified construction management at risk firms for continuing services, similar to our pre-qualified Civil Engineering consultants and designers.

The CCNA process includes establishing a review team that evaluates the qualifications submitted by the firms that express an interest in the project. In accordance with Town Procedures, the Council may defer to a Selection Team consisting of five (5) voting members:

1. Public Works Committee Chair: Michael J. Pucillo
2. The Town Manager's Designee: John Page Director of Planning, Zoning and Building
3. The Public Works Director's Designees: Eric Brown, P.E. Assistant Director of PW, William Francis, P.E. Town Engineer
4. Another individual deemed appropriate by the Town Manager: Cheryl Somers, Assistant Director of Finance
5. Non-voting member: H. Paul Brazil, P.E., Director of Public Works

PURCHASING REVIEW

This item has been reviewed by the Purchasing Division.

FUNDING/FISCAL IMPACT

There is no fiscal impact associated with authorization to proceed with this RFQ process. The decision of whether or not to use the construction manager at risk method on any particular project will be made on a project-by-project basis, based on a variety of project-specific factors including cost.

cc: William K. Francis, P.E., Town Engineer
Jane Struder, Director of Finance
Lynda Cummings, Purchasing Agent

TOWN OF PALM BEACH

Town Council Meeting on: November 12, 2013

Section of Agenda

Board/Commission Annual Report

Agenda Title

Annual Report of the Planning and Zoning Commission.

C. Tanner Rose, Chair

Request for Deferral (of items A, B, and C) to the November 13, 2013, Town Council Meeting Per Email Dated November 5, 2013, from Peter B. Elwell, Town Manager.

Presenter

Supporting Documents

- Memorandum dated October 30, 2013 from John Page
- Email dated November 5, 2013, from Peter B. Elwell, Town Manager

TOWN OF PALM BEACH

Information for Town Council Meeting on: November 12, 2013

To: Mayor and Town Council

Via: Peter B. Elwell, Town Manager

From: John Page, Planning, Zoning and Building Director

Re: Planning & Zoning Commission
Annual Report
Future Direction
Proposed Study Items

Date: October 30, 2013

STAFF RECOMMENDATION

Staff recommends that the Town Council:

- A. Hear and accept the Planning & Zoning Commission Annual Report for 2013.
- B. Hear a verbal presentation from Chair Tanner Rose regarding the Commission's future focus.
- C. Hear and accept recommended zoning and land use study items.

ANNUAL REPORT

The Commission's work program was less intensive than the norm this past year. No new rezoning requests were received from the public, nor were any proposed zoning code revisions requested from the public at large. Several general planning and Departmental presentations were provided to the Commission, yet those items required no subsequent Town Council action. The Commission held six regularly scheduled monthly meetings since January.

The Commission did study two land use related issues. In both of those cases, the Commission recommended that the Council adopt the proposals. The first issue was to reclassify parks from a "permitted use" to a "special exception use" in the zoning districts where they were permitted. The Council approved this change.

The second proposal was the Royal Poinciana Way Committee's recommendation to modify the Comprehensive Plan and Chapter 134, Zoning, in the Code of Ordinances, to create a PUD-5 development option for the five acre area in the C-TS zoning district between Royal Poinciana

Way and Sunset Avenue and Bradley Place and North County Road. The Commission, as the LPA at that time, recommended one modification to the proposed PUD-5 ordinances that were transmitted to the Town Council. It was recommended, and the Council approved, that the ordinances be amended with a regulation prohibiting a third story on “Contributing” buildings that front Royal Poinciana Way. Those two Ordinances are still under Council consideration.

FUTURE DIRECTION

The Town Council initiated a discussion in May of this year regarding possible elimination of the Planning & Zoning Commission. Tanner Rose and Marty Klein attended the June Town Council meeting. Mr. Rose expressed his opinion that the Commission should return to an abbreviated meeting schedule, and to focus attention on the primary issue of regulating land use (Comprehensive Plan review and related zoning issues). Commissioner Klein delivered a similar message and noted that the Commission has served the Town well for most of the Town’s history. The Town Council welcomed the feedback, and instructed the Chair to return to the Council in November following discussion with the entire Commission.

The Planning & Zoning Commission met in regular session on October 15, 2013. During that meeting, there was a consensus that the Commission would adhere to the following set of guidelines:

- It was recognized that the Commission serves in an advisory role to the Council, and that all future work should be closely coordinated with the Town Council.
- The Commission’s primary focus will be directed toward land use issues, i.e., Comprehensive Plan review and all related zoning issues (Chapter 134 of the Code of Ordinances).
- Meetings will continue to be scheduled on the 3rd Tuesday of each month. Commissioners should be available to attend throughout the year; however meetings will actually be held on an as-necessary basis only.
- The Commission will study and report on “non-traditional” Town issues only when directed to do so by the Town Council.

It was their collective consensus that the Commission has served the Town well over many decades and that it should be preserved, albeit in a more focused fashion as described above.

ZONING & LAND USE STUDY ITEMS

Staff and the Commissioners have identified nine zoning and land use issues to study during the year ahead. It is recommended that the Town Council authorize the study of these items. If approved, Staff and the Commission will begin working on these issues and present subsequent recommendations to the Council for its consideration. The items are as follows:

1. Architects increasingly attempt to create third floors within roof systems (calling them attics in single-family homes). The request is to study the provisions in the zoning code, and possibly the comprehensive plan, related to access, design and use of attic space. As such, the study

would include possible definition changes as identified:

- a. Add a definition of “attic.”
- b. Modify the definition of “habitable space.”
- c. Modify the definition of “story.”

2. The Town has several commercial buildings, particularly on Royal Palm Way, where the off-street parking for the building is in the back. Although tenant spaces front the street, main entrances are sometimes at the back. Current zoning code provisions only allow business identification signs on the front, street side and street rear of buildings. The request is to study a possible change to allow business identification signs on the back of buildings when the main entrance and off-street parking is in the rear.

3. The definition of “lot” in Sec. 143-2 states that for lots abutting the Atlantic Ocean, the east property line is the bulkhead line as provided for in Chapter 62 (Marine Structures). In many cases, the designated bulkhead line is east of an existing bulkhead on the beach or dune, and in some cases, over water. In those situations, the property owners on the Ocean are allowed to use the entire lot (including the dune, beach or submerged land) to calculate zoning requirements. The result allows much larger homes on small buildable portions of lots. The request is to evaluate the definition of “lot” and possibly change the east property line to a more realistic approach based on the upland buildable area of a lot.

4. The existing hearing procedures related to special exceptions and variances in Sec. 134-172(c) of the Zoning Code require 1,000 foot property owner notice for zoning and comprehensive plan amendments that create increased densities or intensities. The provision is in the wrong section of the code. The 1,000 foot notice provision for zoning and comprehensive plan amendments should be in Sec. 134-261 related to “amendments.” The request is to consider making that change and to study a similar notice provision for special exceptions and variances that increase density or intensity of use.

5. Businesses frequently ask for or install signage which has an email address, phone number, or name that does not match the state or town business tax receipt DBA (doing business as). The request is to look at Sec. 134-2 and Sec. 134-2438 of the Code as they relate to a “Business Identification Sign” and what should be allowed.

6. A veterinarian office was recently proposed in the Town. The zoning code classifies that type of use as a medical office. While the use does provide medical care for animals, veterinarians are usually more intensive than a medical office. A veterinarian typically grooms and boards animals, dispenses medication and sells animal supplies. The request is to study that use and possibly create a definition and regulations for veterinarian businesses.

7. When building east or partially east of the Coastal Construction Control Line, the “point of measurement” is the minimum bottom of grade beam elevation as required by the State plus 2 feet. However, there are some cases where the highest crown of the road in front of the lot is higher than the existing point of measurement. The measurement should be taken from the higher of the two. This is especially true for the area between Widener’s Curve and Sloan’s Curve. The request is to study a revision in the definition of “building height” for construction

east of the Coastal Construction Control Line allowing the point of measurement to be the highest crown of road in front of the lot if that elevation is higher than what is allowed by the current provision.

8. Recently a property owner lost off-street parking and landscape area due to a taking by the Florida Department of Transportation. The request is to study a provision which would exempt a property owner from re-capturing lost parking or landscape open space as a consequence of a governmental taking or condemnation. The request is also to study a provision that would exempt property owners from re-creating lost off-street parking and landscape open space on existing development when creating handicap parking to comply with the Americans with Disabilities Act. Staff believes that this will become a more frequent issue in the future.

9. In conjunction with direction from the Deputy Town Manager, study zoning amendments to the on-street parking regulations which would provide for special parking permits; a fee for temporary groups on residential streets; elimination of redundant procedures; and a requirement that the Town Clerk maintain a residential area parking map on the Town's website.

The Council has already directed staff to study two land use issues regarding flood plain requirements (Chapter 50) and boat dock regulations (Chapter 62). Those issues are pending with the ORS Committee. It is unclear at this point if any related changes in Chapter 134, Zoning, will be necessary. If you have any questions about any of this information, please contact Paul Castro, Zoning Administrator, at 227-6406.

cc: Planning & Zoning Commissioners
John C. Randolph, Town Attorney
Paul Castro, Zoning Administrator



Request for Deferral of Planning and Zoning Commission Items from Tuesday 11/12 to Wednesday 11/13

Peter B Elwell to:

11/05/2013 03:08 PM

Cc: John Page, Paul Castro, Susan Owens, jrandolph, Anne Boyles

M&TC -

As you may recall, TC President Rosow will be unable to attend the TC meeting next Tuesday, November 12. TC President Pro Tem Wildrick will chair that meeting.

Mr. Rosow will be attending the multiple meetings on Wednesday, November 13. He would like to participate in the discussion regarding the future of the Planning and Zoning Commission, so he has asked for that 3-part item to be deferred from Tuesday to Wednesday. We have confirmed with P&Z Commission Chair Tanner Rose that he is available to address the M&TC on Wednesday instead of Tuesday.

Therefore, I am submitting this email to formally request and recommend that, under Approval of the Agenda on November 12, the Town Council defer the 3-part Planning and Zoning Commission item to be considered at the beginning of the TC meeting on Wednesday, November 13.

Thanks,
Peter

TOWN OF PALM BEACH

Town Council Meeting on: November 12, 2013

Section of Agenda

Board/Commission Annual Report

Agenda Title

Future of the Planning and Zoning Commission.

Deferred from the June 11, 2013, Town Council Meeting.

Presenter

Supporting Documents

- NONE

TOWN OF PALM BEACH

Town Council Meeting on: November 12, 2013

Section of Agenda

Board/Commission Annual Report

Agenda Title

Proposed Study Items for 2014.

Presenter

Supporting Documents

- NONE

TOWN OF PALM BEACH

Town Council Meeting on: November 12, 2013

Section of Agenda

Regular Agenda - Old Business

Agenda Title

Flagler Memorial Bridge Project Update.

Presenter

Supporting Documents

- NONE

TOWN OF PALM BEACH

Town Council Meeting on: November 12, 2013

Section of Agenda

Regular Agenda - Old Business

Agenda Title

Town Hall Square Restoration Project Update.

a. RESOLUTION NO. 195-2013 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving a Purchase Order in an Amount of \$125,000, to Bridges, Marsh & Associates, for the Town Hall Square Restoration Project, and Establishing a Preliminary Design Phase Budget of \$130,000.

Presenter

Supporting Documents

- Memorandum dated October 28, 2013, from H. Paul Brazil, P.E., Director of Public Works
- Resolution No. 195-2013
- Bridges Marsh Proposal
- Design Drawings
- \$ Letter from Orator Woodward dated November 7, 2013

TOWN OF PALM BEACH

Information for Town Council Meeting on: November 12, 2013

To: Mayor and Town Council

Via: Peter B. Elwell, Town Manager

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

Re: Town Hall Square Restoration Project Budget Update
Resolution No. 195-2013

Date: October 28, 2013

STAFF RECOMMENDATION

Town staff recommends that Town Council approve Resolution No. 195-2013 to authorize a purchase order for completion of a planning study (conceptual design) and cost estimate. Staff also requests authorization to advertise an RFQ for design services and to establish a selection committee. Finally, staff requests Town Council direction regarding the possible transfer of jurisdictional control of a section of SR A1A from the Florida Department of Transportation (FDOT) to the Town.

GENERAL INFORMATION

SCOPE

The Town Council directed staff to develop a project for restoration of the Town Hall Square. The limits of the project are South County Road, from Peruvian Avenue north to Brazilian Avenue. The maximum scope of the project, as advocated by some residents who have been involved in the early planning stages, would extend from “storefront to storefront”. Three different property areas are involved; Town owned property, FDOT right of way, and private property.

The Town owned property is the park including the reflecting pool, the Mizner Fountain, and the green space adjacent to Town Hall. The work in this area includes restoration of the fountain and surrounding hardscape. The Landmarks Preservation Commission has reviewed the condition assessment of the fountain and has recommended restoration through reconstruction. The reflecting pool has recently been repaired and no further work is necessary on that element. The majority of the plumbing and filtration system for the fountain has also been completed.

As currently planned, the project includes a new set of stairs immediately south of the fountain. The purpose of the stairs is to unify the space and improve access to the newly developed green space adjacent to Town Hall.

The proposed landscaping adjacent to the reflecting pool includes coconut palms that would provide more shade than the existing royal palms. Two new trees will flank the fountain. The

species has not been determined at this time. A row of trees will be planted on the east and west edge of the green space adjacent to Town Hall. Shaded seating is anticipated under these trees.

The second area is the FDOT roadway. It is proposed that the roadway be milled, resurfaced, and restriped to include parallel parking adjacent to both curb lines around the park. This will provide additional parking spaces and it will also make the park more accessible. The width of the asphalt surface does not change. A northbound turn lane between Australian Avenue and Brazilian Avenue will be eliminated. This is not anticipated to negatively affect traffic. Textured crosswalks are also proposed. This is not consistent with FDOT approved material within the roadway. Alternatives for permitting are discussed later in this report.

Lastly, the existing sidewalks are generally 10 feet wide. The FDOT owns the 5 feet closest to the road and the adjacent property owners own the 5 feet closest to the storefronts. Reconstruction of the sidewalks and construction of new planters (“bump outs”) similar to Worth Avenue is proposed. The material to be used (“Tabby”) is also similar to the Worth Avenue project. As previously mentioned, the existing royal palm trees adjacent to the reflecting pool will be replaced with coconut palms. The project calls for a new row of royal palms to be planted on each side of the sidewalks. Intermittent shade trees will also be planted near the curb line. The species of these trees have not been identified. Permits from FDOT and temporary construction easements from the property owners will be necessary to complete this part of the project.

As we proceed, Town Council will need to confirm or revise the scope of this project. One option would be to proceed in phases, if the Town Council chooses to prioritize the public park elements over the street and sidewalk elements.

PRELIMINARY COST ESTIMATE

Please note that these are preliminary estimates only. Several factors will impact the cost of this project. Also some items such as selection of some of the trees have not been finalized and we have allowances built into the estimate. We also strongly recommend a 10% contingency.

The anticipated costs by area are as follows:

Fountain restoration	\$1,200,000
Park (inside the curbs)	\$2,600,000
Roadway	\$200,000
Perimeter hardscape	\$1,700,000
 Preliminary Estimate	 \$5,700,000

The Town could finance the full \$5.7 million through the bond that will be issued later this year. We also anticipate donations to the project, however the extent and purpose of these possible donations is unknown at this time.

FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT)

The FDOT owns and controls the road right of way through the project area. All improvements must be permitted by the FDOT before construction. The permitting process can be lengthy and may dictate the schedule of the project. Also, some elements of the project may not be permissible. Specifically, the proposed textured crosswalks are typically not allowed. We also anticipate that the FDOT will require that the Town sign a maintenance agreement that will require the Town to maintain any improvements (including landscaping) that are within the right of way.

With the Mayor's assistance, staff has been in communication with the FDOT concerning the project scope and schedule. FDOT staff has provided a summary of the permitting challenges and has expressed a willingness to help. They have also presented an alternative that the Town Council may wish to consider. The Town may request the FDOT transfer jurisdictional responsibility of a segment of SR A1A to the Town. The Town would then become the permitting agency for all work within that section of right of way. This includes these types of improvements as well as special events. We would also be responsible for maintenance of the roadway and drainage. This section of roadway was recently reconstructed (including the drainage system) and is in good condition, but the long term liability would be substantial.

The FDOT has done this in other municipalities to allow local government control. Preliminary conversations indicated that logical boundaries for this transfer may be Southern Boulevard to Royal Poinciana Way. A transfer of jurisdictional control will take approximately 6 months to complete.

CONSULTING SERVICES

The Town has a set of prequalified professionals working under a continuing services agreement. State law requires that any project with a total value in excess of \$2 million be advertised separately and cannot be awarded by way of a continuing services agreement. All firms are eligible to submit their qualifications including those who currently have a continuing services agreement. While the planning phase (conceptual design) is underway, we will need to advertise a Request for Qualifications (RFQ) and establish a selection committee for the professionals who will provide the detailed design and oversee construction of the project.

In accordance with Town Procedures, the Council may defer to a Selection Team consisting of the following:

1. Public Works Committee Chair: Michael J. Pucillo
2. The Town Manager's Designee: Jane Struder, Finance Director
3. The Public Works Director's Designee: Eric Brown, P.E., Assistant Director of Public Works
4. Another individual deemed appropriate by the Town Manager: William Francis, P.E., Town Engineer
5. Non-voting member: H. Paul Brazil, P.E., Director of Public Works

CONTRACTING ALTERNATIVES

The Town has used several different contracting methods to complete our projects. These procurement methods consist of public bid, establishment of pre-qualified contractors that competitively bid projects, and construction manager at risk.

We have completed several complex projects recently using a construction manager and the projects have been very successful. This project includes historic restoration, significant impacts to residents, and a need for close coordination with property owners and tenants. We will also have many different trades (subcontracts) to manage as well. Given our existing project workload, the complexity of this project, and the importance of this project to the community, we recommend retaining a construction management firm as early as possible in the design process.

Similar to the process of selecting a design team, the Town follows the CCNA process to evaluate the qualifications submitted by the construction management firms that express an interest in the project. In accordance with Town Procedures, the Council may defer to a Selection Team consisting of the following:

1. Public Works Committee Chair: Michael J. Pucillo
2. The Town Manager's Designee: Jane Struder, Finance Director
3. The Public Works Director's Designee: Eric Brown, P.E., Assistant Director of Public Works
4. Another individual deemed appropriate by the Town Manager: William Francis, P.E., Town Engineer
5. Non-voting member: H. Paul Brazil, P.E., Director of Public Works

SEQUENCE OF EVENTS

If Town Council chooses to move forward with this project, staff recommends the following "next steps":

1. Have the existing design team complete a planning study (conceptual design and cost estimate). Present results to Town Council and Landmarks Preservation Commission.
2. Advertise a Request for Qualifications for a design team that will prepare plans and specifications, and will provide bid and construction phase services.
3. Advertise a Request for Qualifications for a construction management firm.
4. Work with FDOT to either permit our project or pursue transfer of jurisdictional control, depending upon direction from the Town Council.

FUNDING/FISCAL IMPACT

The preliminary cost estimate for this project is approximately \$5.7 million, including contingency. Sufficient funds will be included in the bonds to be issued for Phase 2 of the Accelerated Capital Improvement Program. Donations to partially offset some of the project cost are anticipated. Staff cannot provide an estimate of those donations at this time.

PURCHASING REVIEW

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

TOWN ATTORNEY REVIEW

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

Attachments

cc: Thomas G. Bradford, Deputy Town Manager
Jane Struder, Finance Director
Eric Brown, P.E., Assistant Director of Public Works
William Francis, P.E., Town Engineer

RESOLUTION NO. 195-2013

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING A PURCHASE ORDER IN AN AMOUNT of \$125,000, TO BRIDGES, MARSH & ASSOCIATES, FOR PRELIMINARY DESIGN AND COST ESTIMATE SERVICES FOR THE TOWN HALL SQUARE RESTORATION PROJECT, AND ESTABLISHING A PRELIMINARY DESIGN PHASE BUDGET OF \$130,000.

* * * * *

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

Section 1. The Town Council of the Town of Palm Beach hereby approves a purchase order in an amount of \$125,000 to Bridges, Marsh & Associates, for preliminary design and cost estimate for the Town Hall Square Restoration Project, and establishes a preliminary design phase budget of \$130,000.

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

Section 2. The Town Manager, or his designee, is hereby authorized and directed to take such further actions as may be necessary to effectuate the completion of the said project work, including any necessary change order work as recommended by the Public Works Director.

PASSED AND ADOPTED in a regular adjourned session of Town Council of the Town of Palm Beach this 12th day of November 2013.

Gail L. Coniglio, Mayor

David A. Rosow, Town Council President

Robert N. Wildrick, Council President Pro Tem

William J. Diamond, Town Council Member

ATTEST:

Richard M. Kleid, Town Council Member

Susan A. Owens, MMC, Town Clerk

Michael J. Pucillo, Town Council Member

28 October 2013

Mr. Paul Brazil
Director of Public Works
Town of Palm Beach
PO Box 2029
Palm Beach, FL 33480

RE: CONCEPT PLANNING WITH COST ESTIMATES FOR TOWN HALL SQUARE PROJECT

PROFESSIONAL DESIGN CONSULTANT FEE PROPOSAL

The following is an "Hourly Rate, Not to Exceed" fee proposal for Basic Services on the above referenced project:

CONSULTANT SERVICES:

Architect
Landscape Architect
Structural Engineer
Electrical Engineer
Civil Engineer/ Traffic Engineer
Cost Estimating Engineer

THE BASIC SERVICES:

PHASE I: Conceptual Design

- Based on Historical Research, current conditions the Architect and their Consultants will prepare Conceptual documentation in sufficient detail to allow the Town of Palm Beach, South County Road Merchants Association and other public or private entities to approve and endorse the viability of proposed improvements.
- The goal of the project is to beautify and enhance the pedestrian experience with upgrading new landscaping, street lighting, improved sidewalk and associated improvement. Improvement in

BRIDGES, MARSH & ASSOC., INC.
chartered architects

parking and traffic movements will also be improved to comply with D.O.T. and Town of Palm Beach Standards

- Services will include:
 - Traffic study analyzing current and future operating conditions.
 - Current “as-built” survey of existing conditions in area affected by improvements
 - Preliminary assessments of existing utilities sub surface impacted by the work.
 - Core testing of existing pavement
 - Preliminary impacts/solutions to drainage patterns
 - Develop conceptual engineering plan that identifies surface improvement, conceptual street lighting layout, photometrics and utility impacts.
 - Preliminary landscape/hardscape conceptual plans
 - Proposed architectural improvements including recommendations involving Historical Restoration.
 - Order of Magnitude budget of construction costs
 - Attendance of all required meetings with Town Officials, Property Owners, Design Consultants, Town appointed Review Committee or Board and Town Council.
 - BMA and its Consultants will await formal approval of this Phase by the Town and will not proceed to other Phases of the project without written authorization of the Town.

All the above services to be undertaken up to a maximum of **\$125,000.00 (One Hundred Twenty-Five Thousand Dollars)**

Basis of Compensation
As per P.S.A.

BASIS OF COMPENSATION

- Architectural Services to be billed pursuant to PSA attached Exhibit "A".
- Subconsultants to be billed per PSA. See attached Exhibit "B".

ADDITIONAL SERVICES:

- Making revisions in drawings, specifications or other documents when such revisions are:
 - inconsistent with approvals or instructions previously given by the Owner, including revisions made necessary by adjustment in the Owner's program or Project budget;
 - required by the enactment or revision of codes, laws or regulations subsequent to the preparation of documents; or
 - due to changes required as a result of the Owner's failure to render decisions in a timely manner.
- Providing services required because of significant changes in the Project including, but not limited to, size, quality, complexity, the Owner's schedule.
- Providing any other services not otherwise included in this Agreement or not customarily furnished in accordance with generally accepted architectural practices.

OWNER'S RESPONSIBILITY:

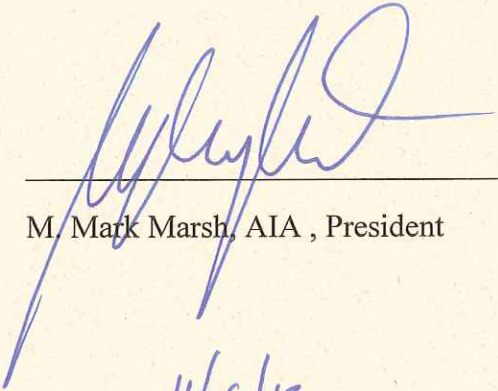
- The Town shall designate a representative authorized to act on the Town's behalf with respect to the Project. The Town or such designated representative shall render decisions in a timely manner pertaining to documents submitted by the Architect in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.
- Geotechnical Exploration, including test borings, exfiltration, ground water location with analysis and recommendation.
- Permitting services or fees.

REIMBURSABLE EXPENSES:

In accordance with the Professional Services Agreement between the Town of Palm Beach and Bridges and Marsh Associates, Inc.

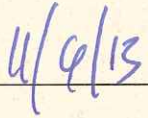
Allowance \$ 5,000.00

Mr. Peter Elwell, Town Manager



M. Mark Marsh, AIA , President

Date



Date

EXHIBIT 'A'

CONSULTANT BREAKDOWN

PROJECT:		PLANNING STUDY FOR TOWN HALL SQUARE PROJECT					
CLIENT:		Town of Palm Beach					
ESTIMATOR:		Mark Marsh					
		Date:	10/30/2013				
DESCRIPTION: Research/Evaluate, Survey the Town Hall Square for the purpose of creating a conceptual improvement plan from the entirety of the Town Hall Square Historic District with an order of magnitude cost for proposed improvements.		DIRECT LABOR (MAN-HOURS)					LINE TOTALS
		Principal (MM)	PM/ CADD (HT)	Admin/Clerk (TF)	Cost Est. JR		
Meetings		16	2			\$ 3,850	
Research		4	2			\$ 1,150	
Conceptual Design		12	30			\$ 6,450	
Administrative		6		6		\$ 1,710	
Cost Estimating					14	\$ 1,400	
TOTAL HOURS		38	34	6	14	78	
LABOR (\$/hour)		\$225	\$125	\$60	\$100		
TOTALS		\$8,550	\$4,250	\$360	\$1,400	\$ 14,560	
AS-BUILTS (allowance)							
REIMBURSABLES (allowance)		\$5,000					

EXHIBIT 'B'

SUBCONSULTANT BREAKDOWN

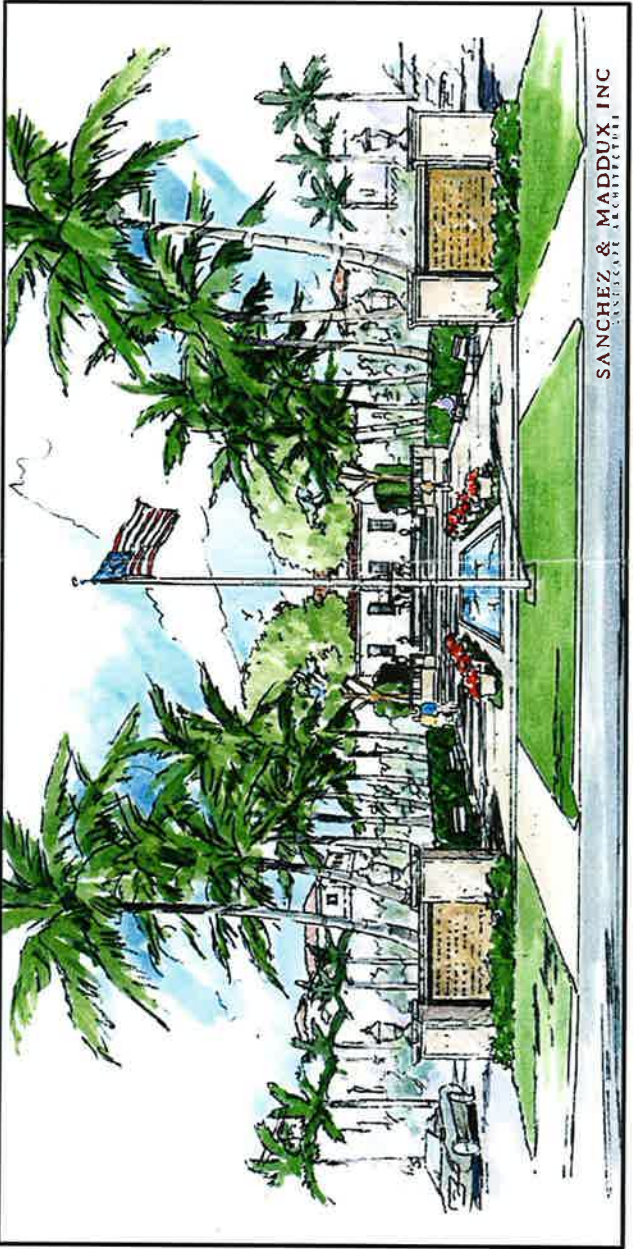
PROJECT:		PLANNING STUDY FOR TOWN HALL SQUARE PROJECT					
CLIENT:		Town of Palm Beach					
ESTIMATOR:		Carmo Engineering					
		Date: 10/30/2013					
DESCRIPTION:		DIRECT LABOR (MAN-HOURS)					
Research/Evaluate, Survey the Town Hall Square for the purpose of creating a conceptual improvement plan for the entirety of the Town Hall Square Historic District with an order of magnitude cost for proposed improvements.		Principal (DC)	PM/ CADD (PA)	Admin/ Clerk (DG)			LINE TOTALS
Meetings		6					\$ 1,050
Conceptual Design		2	12				\$ 1,670
Administrative		1		2			\$ 255
TOTAL HOURS		9	12	2			23
LABOR (\$/hour)		\$175	\$110	\$40			
TOTALS		\$1,575	\$1,320	\$80			\$2,975
AS-BUILTS (allowance)							
REIMBURSABLES (allowance)							

PLANNING STUDY FOR TOWN HALL SQUARE PROJECT					
PROJECT:	Town of Palm Beach Wojcieszak & Associates, Inc.			Date:	10/30/2013
CLIENT:					
ESTIMATOR:					
DESCRIPTION:	DIRECT LABOR (MAN-HOURS)				
Research/Evaluate, Survey the Town Hall Square for the purpose of creating a conceptual improvement plan for the entirety of the Town Hall Square Historic District with an order of magnitude cost for proposed improvements.	PRINCIPAL (DW)	PM/CADD (T M)	Admin/Clerk (CW)		LINE TOTALS
Meetings	2	4			\$ 800
Research					
Conceptual Design		10			\$ 1,250
Administrative		2	3		\$ 385
TOTAL HOURS	2	16	3		21
LABOR (\$/hour)	\$150	\$125	\$45		
TOTALS	\$300	\$2,000	\$135		\$ 2,435
AS-BUILTS (allowance)					
REIMBURSABLES (allowance)					

PROJECT:		PLANNING STUDY FOR TOWN HALL SQUARE PROJECT					Date: 10/30/2013	
CLIENT:		Town of Palm Beach						
ESTIMATOR:		Jorge Sanchez						
DESCRIPTION:		DIRECT LABOR (MAN-HOURS)						LINE TOTALS
		PRINCIPAL (JAS)	PM (BSV)	CAD (RW/AR)	Graph. Art	Admin/ Clerk		
Research/Evaluate, Survey the Town Hall Square for the purpose of creating a conceptual improvement plan for the entirety of the Town Hall Square Historic District with an order of magnitude cost for proposed improvements.								
Meetings		14	16	2	2	2		\$ 5,500
Research		8	8	0	0	2		\$ 2,840
Conceptual Design & Drawing Production		16	40	44	20	2		\$ 14,280
Graphic Illustrations		2	16	12	44	2		\$ 7,380
TOTAL HOURS		40	80	58	66	8		252
LABOR (\$/hour)		\$190	\$150	\$80	\$80	\$60		
TOTALS		\$7,600	\$12,000	\$4,640	\$5,280	\$480		\$ 30,000
AS-BUILTS (allowance)								
REIMBURSABLES (allowance)								

ESTIMATE FOR ENGINEERING SERVICES

PROJECT: South County Road Design Development		SHEET 1 of 1										
CLIENT: Town of Palm Beach		FILE NO.										
ESTIMATOR: KMS		DATE: 09/17/13										
DESCRIPTION: See Scope of Services		ALLOCA 0.0810										
DIRECT LABOR (MAN-HOURS)												
	P8 Principal (DWS)	P7 PM (KMS)	P5 Engineer (AAA)	P4 Engineer (AKP)	P1 Analyst (NB)	P5 Engineer (ABK)	P1 Analyst (SK)	N6 CLERK (SD)	SUB	COMP	EXP	LINE TOTAL
Task 1 - Data Collection and Meetings												
Weekly Progress Meetings (up to 8)		24.0										\$0
One Town Council Meeting		4.0										\$5,053
One Meeting with Town to discuss project		4.0										\$842
Meeting with WPB (1)		4.0										\$842
Utility coordination		4.0			8.0							\$1,503
Record Drawing Assembly and Review		4.0			8.0							\$1,503
Field Review		4.0			8.0							\$1,796
Coord with Design Team			8.0					6.0				\$2,610
												\$0
Task 2 - Subsurface Utility Investigation												
Soft Dig up to 36 holes for utility locates		1.0		3.0				0.5	11,400.0			\$12,006
												\$0
Task 3 - Pavement Cores												
Perform Pavement Cores (up to 4)												\$0
												\$0
Task 4 - Traffic Study												\$0
Initial visit							2.0					\$0
Meeting with Town of Palm Beach		3.0					3.0					\$287
Meeting with FDOT		4.0					5.0					\$1,062
4 hours of traffic counts												\$1,559
Reduce traffic Count Data							2.0	2.0	610.0			\$772
Develop new traffic data							2.0	4.0				\$611
Review Turn Lane Criteria							3.0	6.0				\$917
							4.0	4.0				\$898
Prepare Report	1.0	2.0					4.0	8.0				\$1,854
												\$0
Task 5 - Conceptual Design Development Documents												
												\$0
Cover Sheet												\$0
Typical Sections (1 sheet)												\$0
Paving, Grading and Drainage Plans (6 sheets)		4.0		6.0	12.0							\$83
Utility Relocation Plans (6 sheets)		12.0		40.0	72.0			2.0				\$2,549
Signing and Marking Plans (4 sheets)		8.0		20.0	40.0			2.0				\$13,397
		6.0		16.0	20.0	4.0		2.0				\$7,525
												\$5,548
Plan submittal, meet with BMA, comment response	6.0	8.0		16.0	30.0			4.0			\$350	\$7,984
												\$0
												\$0
TOTAL HOURS												
LABOR (\$/HOUR)	7.0	104.0	0.0	115.0	192.0	27.0	24.0	18.5	14510	0	350	14,998
ALLOCATION												
	194.76	194.76	121.20	110.34	76.44	132.69	75.00	69.24	1.00	0.00	1.0	
	110.43	1,640.66	0.00	1,027.82	1,188.79	290.19	145.80	103.76	0.00	0.00	0.00	
TOTALS	1,473.75	21,895.70	0.00	13,716.92	15,865.27	3,872.82	1,945.80	1,384.70	14,510.00	0.00	350.00	\$75,014.96



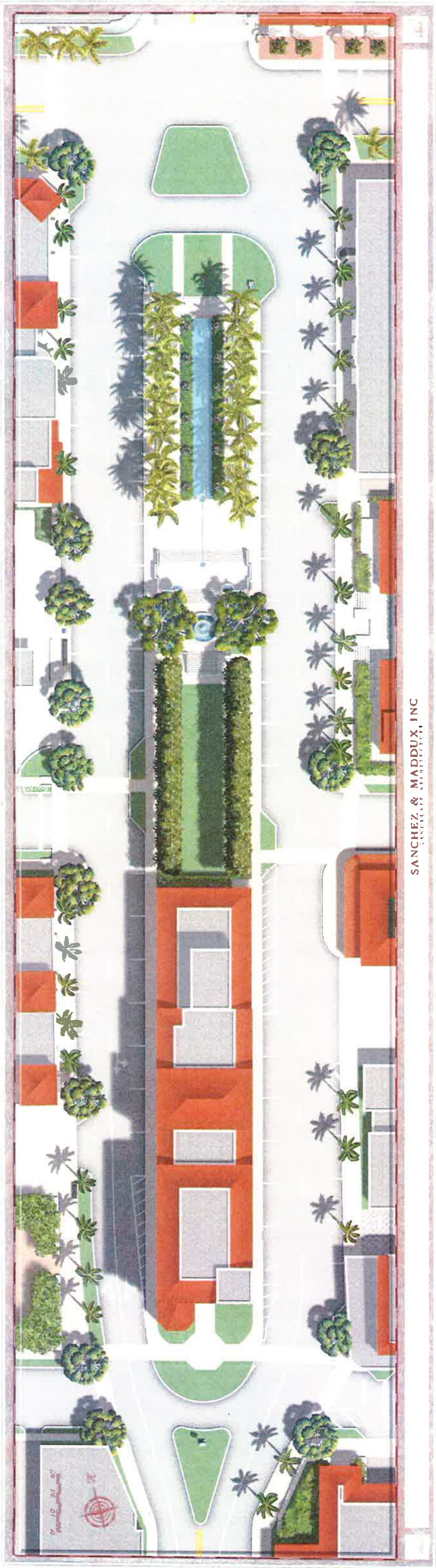


SANCHEZ & MADDUX INC
LANDSCAPE ARCHITECTURE

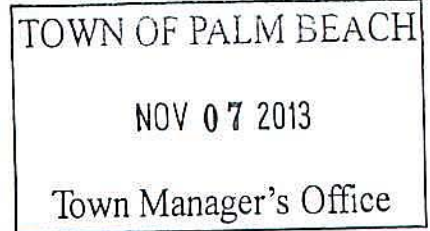




SANCHEZ & MADDUX INC
LANDSCAPE ARCHITECTURE



251 EL BRAVO WAY
PALM BEACH, FLORIDA 33480
561 655 0100
oratorw@yahoo.com



November 7, 2013

Mayor
Town Council
Town Manager
Town of Palm Beach

Re: 11 12 2013, Resolution 195-2013 "Town Hall Square Restoration"

Dear Mayor and Gentlemen:

In regards to this resolution, I wish to express my strong objection to the plan put forward by Bridges, Marsh & Associates, for many reasons, but especially as it calls for the desecration of a cherished landmark, "The Mizner Fountain", by adding steps to its rear and parking on its sides.

In the name of restoration we must not destroy our landmarks. I am enclosing photos of the way the Mizner Fountain Memorial Park originally looked, and as I remember it as a child. I hope that The Town Council will take this direction in its plan for restoration.

As, in my opinion, the "Marsh plan" is too expensive. I have at my own expense developed a less costly alternate plan, which I would like to put forward to The Town Council. My plan would make The Mizner Memorial Fountain Park more people friendly by adding shade trees, shrubs, benches and additional parking. I would be happy to confer with any member of The Town Council or staff to show my plan, before The Town Council proceeds with the "Marsh" plan.

Respectfully Yours,

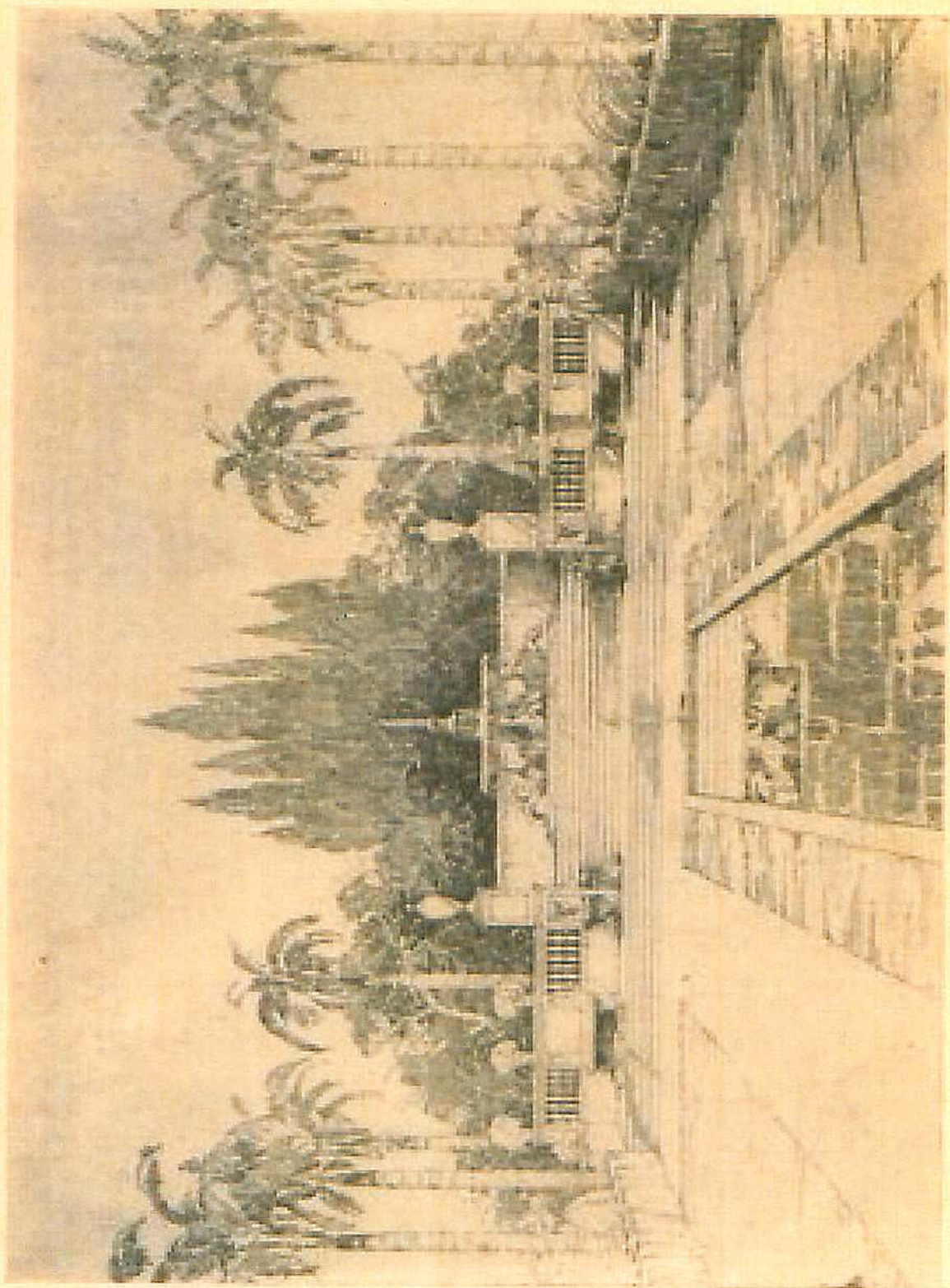
A handwritten signature in blue ink that reads "Orator Woodward".

Orator Woodward

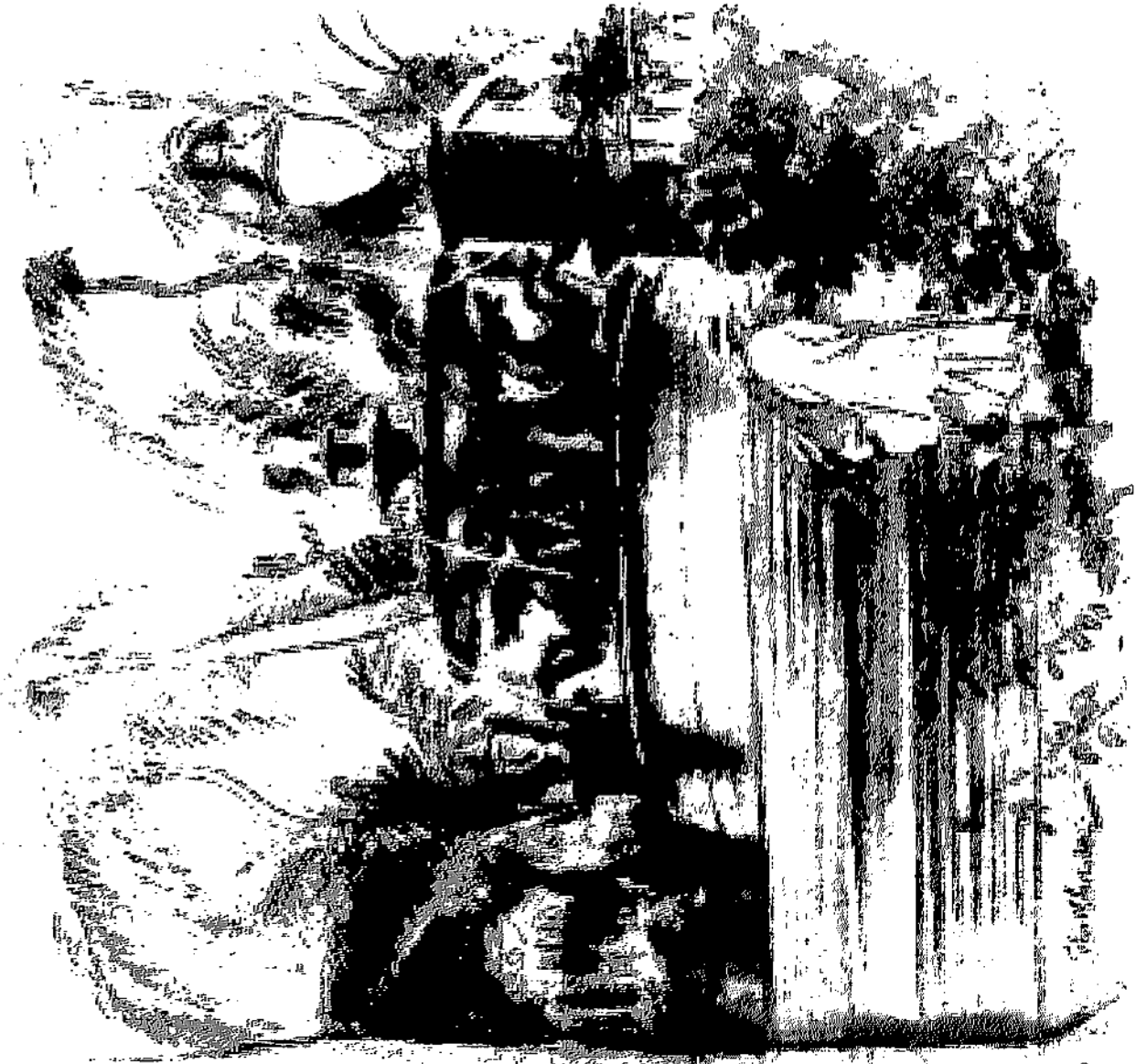
Enc: Mizner Fountain Photos
Letter to Town Council Oct. 6 2011
"Woodward's Memorial Fountain Park Revitalization Plan"
Armstrong Landscape Estimate



Plans for Beautiful Memorial Parkway North of Town Hall



Plans for the memorial fountain and beautiful parkway to be erected at a cost of \$25,000 on County road between Franklin and Australian avenues during summer months. The plans were completed late yesterday by Addison Munn, noted architect, and will be on display beginning this morning in the directors' room of the First National Bank in Palm Beach which through the co-operation of French Magnanow, President, is acting as trustee for the fund subscribed to meet the cost of the project.



MEMORIAL FOUNTAIN STRIVING LANDMARK IN PALM BEACH

erected on a beautiful green "Island" flanked on either side by such climate. Right is the Memorial Fountain in Palm Beach. Look from a northern approach, at Brazilian Ave., is the Palm Beach Hotel. Beyond is a long pool which reflects the magnificent fountain in the background. At the Brazilian Ave., a bronze plaque proclaims: "This small park was erected A.D.

MCMLXIX by the Memorial Fountain Commission. Harold S. Vanderbilt chairman, presented it to the Town of Palm Beach as a gift from its residents." Addison Mayer was the artist. The plaque to the left of the fountain reads: "Dedicated to the memory of Henry M. Flagler and Ellisha N. Dandick."

(Drawing by George Se-Lane)



Armstrong Landscape Design Group, Inc.

120 East Riverside Drive
Jupiter, Florida 33469
Phone (561) 747-1689 • Fax (561) 775-0170

Estimate #

2840

6/2/2011

JOBSITE

Mizner Fountain
Attn: Mr. Woodward

ESTIMATE

<u>QTY</u>	<u>DESCRIPTION</u>	<u>UNIT PR.</u>	<u>AMOUNT</u>
SUPPLY AND INSTALL:			
6	Royal Poinciana tree, 12-14' overall ht.	400.00	2,400.00
4	Mahogany tree, 14' overall ht.	300.00	1,200.00
3	Mahogany tree, 16' overall ht.	425.00	1,275.00

NOTES:

If new planting soil is needed, the charge will be \$50 per yard.

There are more of these trees available, if you want them.

I hereby accept this proposal.

Accepted by: _____

Date: _____

Total

\$4,875.00

251 EL BRAVO WAY
PALM BEACH, FLORIDA 33480
561 655 0100
oratorw@yahoo.com

October 6, 2011

The Mayor
The Town Council
Palm Beach Florida

Re: The Mizner Fountain

Dear Gentlemen and Ladies:

As a life long resident and having lived my early years in a Mizner Home which my father built in 1920 (The " Villa Di Fiori", 163 Seminole Ave.), I have taken an interest in the project to restore the Mizner Fountain.

I wish to offer my plan for its restoration and for making it more accessible and people friendly by adding more trees, shrubs, benches and additional parking.

I am enclosing a copy of the original rendering of the project and some old clippings, which I obtained from the Historical Society of Palm Beach County. The plans for The Memorial Fountain show a backdrop of trees. My plan calls for the planting of 16' Mahogany trees in back of the Fountain.

The original rendering shows stone cast benches. My plan would add stone cast benches along the reflecting pond and at the north end of the Park, as indicated on the enclosed photographs. My plan would add Mahogany and Royal Poinciana shade trees, to be planted in the strip of grass along the road, flowering and fragrant shrubs between the existing Royal Palms, and a strip of fountains in the grass border that adjoins the reflecting pond (as at the Alhambra in Granada Spain).

How to pay for this restoration and beautification? In 1929 a fund was established to construct the "Memorial Fountain and Park". I am sure that if a similar fund would be established residents would contribute to it. The Fortin Foundation has pledged \$200,000 towards the restoration of the Fountain. I would contribute the funds to buy and plant the shade trees (see the enclosed proposal from Armstrong Landscape).

How to pay for this restoration and beautification? In 1929 a fund was established to construct the "Memorial Fountain and Park". I am sure that if a similar fund would be established residents would contribute to it. The Fortin Foundation has pledged \$200,000 towards the restoration of the Fountain. I would contribute the funds to buy and plant the shade trees (see the enclosed proposal from Armstrong Landscape).

The area is deficient in parking, and one must now cross County Road to access the Fountain. A solution to this problem would be to convert the strip of grass between the Fountain and the Town Hall, which used to be a street, to parking, and adding a footpath along the side of the fountain. This additional parking would be beneficial both for visitors to the Town Hall and for visitors to the Fountain.

The two automobile turning lanes at the north end of the park should be redone so that there is only one, by moving the crescent strip of grass (that now creates two turning areas) and consolidating it to the north end of the park. Having two turning lanes is confusing and potentially dangerous. The Fire Department would be better served with one larger turning area.

The original concept called for a "Beautiful County Road Park". The Mizner Fountain and Park is a land marked world-class monument, it should be appreciated and receive more attention from the Town. It should become what it was intended to be: "A Garden in Paradise".

Yours truly,

Orator Woodward

Copy: Alexander Ives
Peter Elwell
Paul Brazil

TOWN OF PALM BEACH

Town Council Meeting on: November 12, 2013

Section of Agenda

Regular Agenda - New Business

Agenda Title

Resolutions for the Issuance of Bonds

A. RESOLUTION NO. 194-2013 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Authorizing the Issuance of Not Exceeding \$59,000,000 Town of Palm Beach, Florida Public Improvement Revenue Bonds in One or More Series for the Purpose of Financing All or a Portion of the Cost of Acquiring, Constructing, Renovating and Equipping of Components of its Capital Improvement Plan, Including, but Not Limited To, Drainage, Sanitary Sewer, Water System, Street Lighting, Street, Traffic Signal, Curb, Gutter, Sidewalk, Park, Town Hall Square and Par 3 Golf Course Improvements and Related Capital Improvements and Coastal Management Program, Including, but Not Limited To, Sea Wall Replacements, Groin Rehabilitation and Related Capital Improvements; Authorizing and Directing the Town Manager or the Finance Director 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 Finance Director 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. 196-2013 A Resolution Of The Town Council Of The Town Of Palm Beach, Palm Beach County, Florida, Supplementing Town Resolution No. 194-2013 To Authorize The Negotiated Sale Of Town Of Palm Beach, Florida Public Improvement Revenue Bonds, Series 2013 (Capital Improvement And Coastal Management Program); Approving The Form Of And Authorizing The Distribution Of A Preliminary Official Statement In Connection With The Series 2013 Bonds; Authorizing The Execution And Delivery Of An Official Statement In Connection With The Offering Of The Series 2013 Bonds;

Authorizing The Execution And Delivery Of A Bond Purchase Agreement; Requiring Compliance Within Certain Statutory Requirements; Authorizing The Purchase Of A Bond Insurance Policy And/Or Reserve Account Credit Facility If Deemed Cost Effective; Authorizing And Directing The Town Manager And Finance Director To Determine Certain Other Details Of Said Series 2013 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 2013 Bonds; And Providing For An Effective Date.

Presenter

Supporting Documents

- Memorandum Dated November 4, 2013, from Jane Struder, Finance Director
- Resolution No. 194-2013
- Resolution No. 196-2013
- Bond Purchase Agreement
- Preliminary Official Statement

TOWN OF PALM BEACH

Information for Town Council Meeting on: November 12, 2013

To: Mayor and Town Council

Via: Peter B. Elwell, Town Manager

From: Jane Struder, Finance Director

Re: Resolutions for the Issuance of Town of Palm Beach Public Improvement Revenue Bonds

Resolution No. 194-2013

Resolution No. 196-2013

Date: November 4, 2013

STAFF RECOMMENDATION

Staff recommends approval of Resolutions 194-2013 and 196-2013 authorizing the issuance of up to \$59,000,000 of Town of Palm Beach public improvement revenue bonds.

GENERAL INFORMATION

The Town Council authorized staff to proceed with the process to issue bonds. Staff has been working with the financing team consisting of representatives from Public Financial Management, Inc., Citigroup Global Markets, Mr. Rick Miller and Mr. Mark David Adams, Bond Counsel, and Mr. Skip Miller, Underwriter's Counsel, to develop the attached documents necessary to issue bonds. Attached are the following documents:

1. Resolution No. 194-2013 – The Bond Resolution that sets forth the general terms and provisions of the bonds.
2. Resolution No. 196-2013 - The Series Resolution that spells out the details of the bonds and authorizes the marketing sale of the bonds without further Town Council authorization, subject to meeting certain parameters as described in the Series Resolution. Town Manager or Mayor is required to sign-off on final details of the Bonds as set forth in the Bond Purchase Agreement, subject to the Series Resolution parameters.
3. Preliminary Official Statement – The prospectus that will be provided to prospective investors.
4. Bond Purchase Agreement – The agreement will be executed after the final interest rates are determined to lock in the rates for the Town and confirm the sale of the bonds.

Mr. Michael Hole, Citigroup; Mr. Rick Miller, Edwards Wildman Palmer LLP; and Mr. Jeremy Neidfeldt, Public Financial Management, will be present at the Town Council meeting to discuss the Resolutions and answer any questions you may have.

TOWN ATTORNEY REVIEW

Resolutions 194-2103 and 196-2013 have been prepared by Mr. Richard Miller of Edwards Wildman Palmer LLP, the Town's bond counsel.

FINANCIAL IMPACT

The preliminary amount of the total issue of bonds is not to exceed \$59,000,000. This amount is comprised of the following items:

Project	Amount
Phase 2 of Accelerated Capital Improvement Program	\$40,497,957
"Bondable" Coastal Program (Seawalls and Groins)	11,900,000
Town Hall Square Project (Excluding Fountain)	4,500,000
Par 3 Clubhouse Reimbursement (Town Portion)	1,250,000
Total	\$58,147,957

Attachments

RESOLUTION NO. 194-2013

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE ISSUANCE OF NOT EXCEEDING \$59,000,000 TOWN OF PALM BEACH, FLORIDA PUBLIC IMPROVEMENT REVENUE BONDS IN ONE OR MORE SERIES FOR THE PURPOSE OF FINANCING ALL OR A PORTION OF THE COST OF ACQUIRING, CONSTRUCTING, RENOVATING AND EQUIPPING OF COMPONENTS OF ITS CAPITAL IMPROVEMENT PLAN, INCLUDING, BUT NOT LIMITED TO, DRAINAGE, SANITARY SEWER, WATER SYSTEM, STREET LIGHTING, STREET, TRAFFIC SIGNAL, CURB, GUTTER, SIDEWALK, PARK, TOWN HALL SQUARE AND PAR 3 GOLF COURSE IMPROVEMENTS AND RELATED CAPITAL IMPROVEMENTS AND COASTAL MANAGEMENT PROGRAM, INCLUDING, BUT NOT LIMITED TO, SEA WALL REPLACEMENTS, GROIN REHABILITATION AND RELATED CAPITAL IMPROVEMENTS; AUTHORIZING AND DIRECTING THE TOWN MANAGER OR THE FINANCE DIRECTOR 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 FINANCE DIRECTOR 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, the pursuant to Resolution No. 22-2013 adopted by the Town Council on February 10, 2013 the Town declared its official intent to reimburse itself for certain capital expenditures in connection with the construction and equipping of the clubhouse at the Town’s Par 3 Golf Course from proceeds of not to exceed \$1,250,000 principal amount of revenue notes or bonds; and

WHEREAS, the Council believes it to be in the best interests of the Town to issue its revenue bonds to finance the acquisition, construction, renovation and equipping of the Town’s Capital Improvement Plan (including capital improvements to the Town’s Par 3 Golf Course) and Coastal Management Program (collectively, the “Project”).

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 Edwards Wildman Palmer 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 2013 Bonds authorized by this Resolution and any additional parity Bonds hereafter issued.

(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) “Cost” or “Cost of the Project” with respect to the Project, shall mean the Town’s costs properly attributable to the acquisition, construction, renovation and equipping of the Project, including reimbursement to the Town for prior expenditures made with respect to the Project, but not limited to, the cost of improvement by or for the Town of real or personal property or other interest therein, including but not limited to, easements and rights-of-way, costs of physical construction, the cost of any indemnity and surety bonds and premiums on allowed insurance during construction for on-site and off-site improvements, interest on the Bonds prior to, during and for not exceeding one year after the completion of the Project, environmental mitigation costs, engineering, architectural and project management expenses, legal fees and expenses, costs of audits, fees and expenses of the fiduciaries and financial consultants and costs of financing, administrative and general overhead, including the costs of any credit facility for the Bonds, the costs of issuing the Bonds (including costs described in Section 3.8 hereof), the costs of keeping accounts and making reports required by this Resolution prior to completion of such Project, amounts, if any, required by this Resolution to be paid into any Fund or Account established under this Resolution upon the issuance of any Series of Bonds, payments when due (whether at the maturity of principal or the due date of interest or upon redemption) on any indebtedness of the Town (other than the Bonds) incurred for such Project, costs of machinery, equipment and supplies, and such other expenses as may be necessary for, or incidental to, the completion of the Project or incurred by the Town in connection with the issuance of the Bonds.

(j) “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.

(k) “Credit Facility Issuer” shall mean the provider of a Credit Facility.

(l) “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 2013 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

(m) “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.

(n) “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.

(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 day's 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) “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).

(w) “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.

(x) “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.

(y) “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.

(z) “Project” shall mean the acquisition, construction, renovation and equipping of components of its Capital Improvement Plan, including, but not limited to, drainage, sanitary sewer, water system, street lighting, street, traffic signal, curb, gutter, sidewalk, park, Town Hall Square and Par 3 Golf Course improvements and related capital improvements and Coastal Management Program, including, but not limited to, sea wall replacements, groin rehabilitation and related capital improvements; provided, however, that any change in the Project shall be subject to the requirements of Section 3.10C hereof.

(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) “Registrar” shall mean any bank or trust company and any successor bank or trust company appointed by the Town to act as Registrar hereunder.

(cc) “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.

(dd) “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.

(ee) “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.

(ff) “Resolution” shall mean this Resolution as the same may from time to time be amended and supplemented in accordance with the terms hereof.

(gg) “S&P” shall mean Standard & Poor’s, a division of The McGraw-Hill Companies, 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.

(hh) “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.

(ii) “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.

(jj) “Series 2013 Bonds” shall mean the Town’s Public Improvement Revenue Bonds, Series 2013 (Capital Improvement and Coastal Management Program) authorized by this Resolution.

(kk) “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.

(ll) “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.

(mm) “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 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 paying a portion of the Costs of the Project. 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 Bonds, Series 2013 (Capital Improvement and Coastal Management Program), which are to be issued to finance a portion of the cost of the Project, are hereby authorized to be issued in the principal amount of not exceeding \$59,000,000. 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 in such bonds are issued.

The Bonds shall be issued in fully registered form without coupons.

SECTION 2.2. Manner of Payment of Bonds. (a) 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.

(b) 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.

(c) 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. (a) 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 (accrued 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.

(b) 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. (a) (1) As long as any Series of Bonds are 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. 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 Projects financed with proceeds of the 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”). With respect to the proceeds of the Series 2013 Bonds there is hereby created and established a 2013 Project Fund (the “2013 Project Fund”). The Sinking Fund, and the 2013 Project 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.

The proceeds received upon issuance of the Series 2013 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 2013 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 2013 Bonds as the same becomes due and payable.

(b) An amount equal to the costs of issuance for the Series 2013 Bonds as determined by the Town's Finance Director shall be deposited in the Cost of Issuance Fund.

(c) The remaining proceeds of the Series 2013 Bonds shall be deposited in the 2013 Project Fund to fund a portion of the Cost of the Project, as hereinafter provided.

SECTION 3.5. Application of Revenues. (a) 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.

(b) As soon as practicable after the deposit of Pledged Revenues in the Sinking Fund, as provided in paragraph (a) above, together with any amounts transferred from the 2013 Project Fund to the credit of the Sinking Fund representing capitalized interest on the Bonds, 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.

(c) 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; (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 2013 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; provided, however, that with respect to such excess during the first twenty-four (24) months following the delivery of the Bonds, to the extent that moneys on deposit in the Debt Service Reserve Account represent an excess derived from earnings above the yield on the Bonds, such moneys shall be deposited into the 2013 Project Fund established herein. 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 2013 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 2013 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 2013 Bonds and the Series 2013 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 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 2013 Bonds. Any moneys remaining in the Cost of Issuance Fund not needed for the purposes thereof shall be transferred to the 2013 Project Fund.

SECTION 3.9. 2013 Project Fund. (1) There shall be paid into the 2013 Project Fund the amounts required to be so paid by the provisions of this Resolution or any supplemental resolution and there may be paid into the 2013 Project Fund, at the option of the Town, any moneys received for or in connection with the Project by the Town from any other source, unless required to be otherwise applied.

(2) During the period of construction of the Project, the moneys received pursuant to an insurance claim from insurance maintained against physical loss of or damage to the Project, or of contractors' performance bonds with respect thereto, pertaining to the period of construction thereof shall be paid into the 2013 Project Fund.

(3) Any amounts in the 2013 Project Fund shall be applied by the Town to pay the Cost of the Project (other than the costs of issuing the Series 2013 Bonds, which shall be paid from moneys on deposit in the Cost of Issuance Fund), and separate accounts may be established in the 2013 Project Fund for any portion of the Project. To the extent that a portion of moneys in the 2013 Project Fund represents capitalized interest on the Bonds, such moneys will be transferred to the Sinking Fund in such amount and at such times as contemplated by Section 3.5 of this Resolution.

(4) The completion of the Project shall be evidenced by a certificate of the Director of Public Works, which shall be filed promptly with the Town, stating the date of such completion and the amount, if any, required in the opinion of the signer for the payment of any remaining part of the Cost of the Project, and that the Project has been completed in accordance with the plans and specifications applicable thereto. Upon the filing of such certificate, the balance in the 2013 Project Fund (or in any separate account in the 2013 Project Fund established therefor) in excess of the amount, if any, stated in such certificate shall, as directed by the Town be deposited in the Debt Service Reserve Account, if any, to make up any deficiency therein and, thereafter, in the Principal and Interest Account and applied to the retirement of Series 2013 Bonds by payment, purchase or redemption at the earliest date permissible under the terms of this Resolution. Notwithstanding the foregoing, the Town may apply such balance in the 2013 Project Fund to any

lawful purpose of the Town if the Town receives an opinion from Bond Counsel to the effect that such application will not adversely affect the exclusion of the interest on the Series 2013 Bonds from gross income for Federal income tax purposes pursuant to Section 103(a) of the Code.

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. Tax Covenants Relating to the Internal Revenue Code of 1986, as amended.

(i) In order to maintain the exclusion from gross income for purposes of Federal income taxation of interest on the Series 2013 Bonds, the Town covenants to comply with each requirement of the Code. In furtherance of the covenant contained in the preceding sentence, the Town agrees to continually comply with the provisions of the “Tax Certificate” to be executed by the Town and delivered on the date of issuance and delivery of the Series 2013 Bonds, as such certificate may be amended from time to time, as a source of guidance for achieving compliance with the Code.

(ii) The Town covenants and agrees with the Series 2013 Bondholders that the Town shall not take any action or omit to take any action, which action or omission would cause the Series 2013 Bonds to be a “private activity bond” or “arbitrage bonds” within the meaning of Sections 141(a) and 148(a), respectively, of the Code.

(iii) The Town shall make any and all payments required to be made to the United States Department of the Treasury in connection with the Series 2013 Bonds pursuant to Section 148(f) of the Code.

(iv) Notwithstanding any other provision of this Resolution to the contrary, so long as necessary in order to maintain the exclusion from gross income for purposes of Federal income taxation of interest on the Series 2013 Bonds, the covenants contained in this Section shall survive the payment of the Series 2013 Bonds and the interest thereon.

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.

C. Covenants Relating to the Project. The Project established on the date of issue of a Series of Bonds may not be changed or substituted in any way that would cause a material change in the purpose for which such Series of Bonds was issued or adversely affect the exclusion of interest on such Series of Bonds from gross income for Federal income tax purposes unless prior to such material change or substitution the Town receives an opinion of nationally recognized bond counsel to the effect that such material change or substitution will not, in and of itself, adversely affect the exclusion of interest on such Series of Bonds from gross income for Federal income tax purposes.

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.

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. (a) 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.

(b) 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.

(c) 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. A. 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, 2013, 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; and
- (xiv) the appointment of a successor or additional trustee or the change of name of a trustee, if material.

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 Finance Director 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 Finance Director 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 Finance Director 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 ____ day of _____, 2013.

Gail L. Coniglio
Mayor

David A. Rosow
Town Council President

ATTEST:

Robert N. Wildrick
Town Council President Pro Tem

Susan Owens, MMC, Town Clerk

William J. Diamond
Town Council Member

Richard M. Kleid
Town Council Member

Michael J. Pucillo
Town Council Member

EXHIBIT A
FORM OF BONDS

No. R-__

UNITED STATES OF AMERICA
STATE OF FLORIDA
TOWN OF PALM BEACH, FLORIDA
PUBLIC IMPROVEMENT REVENUE BONDS
SERIES 2013
[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 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 Finance Director, as paying agent (said Finance Director 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 Finance Director, as Registrar (said Finance Director, 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 Bonds, Series 2013 (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 financing a portion of the cost of the Project (as defined in the Resolution hereinafter referred to) 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 __, 2013, as supplemented (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.

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 his 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. 196-2013

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, SUPPLEMENTING TOWN RESOLUTION NO. 194-2013 TO AUTHORIZE THE NEGOTIATED SALE OF TOWN OF PALM BEACH, FLORIDA PUBLIC IMPROVEMENT REVENUE BONDS, SERIES 2013 (CAPITAL IMPROVEMENT AND COASTAL MANAGEMENT PROGRAM); APPROVING THE FORM OF AND AUTHORIZING THE DISTRIBUTION OF A PRELIMINARY OFFICIAL STATEMENT IN CONNECTION WITH THE SERIES 2013 BONDS; AUTHORIZING THE EXECUTION AND DELIVERY OF AN OFFICIAL STATEMENT IN CONNECTION WITH THE OFFERING OF THE SERIES 2013 BONDS; AUTHORIZING THE EXECUTION AND DELIVERY OF A BOND PURCHASE AGREEMENT; REQUIRING COMPLIANCE WITHIN CERTAIN STATUTORY REQUIREMENTS; AUTHORIZING THE PURCHASE OF A BOND INSURANCE POLICY AND/OR RESERVE ACCOUNT CREDIT FACILITY IF DEEMED COST EFFECTIVE; AUTHORIZING AND DIRECTING THE TOWN MANAGER AND FINANCE DIRECTOR TO DETERMINE CERTAIN OTHER DETAILS OF SAID SERIES 2013 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 2013 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. 194-2013 authorizing the issuance, in one or more series, of not exceeding \$59,000,000 Town of Palm Beach, Florida Public Improvement Revenue Bonds, Series 2013 (Capital Improvement and Coastal Management Program)(the “Series 2013 Bonds”) and fixed certain details of said Series 2013 Bonds (the “Bond Resolution”); and

WHEREAS, the Bond Resolution referred to in the foregoing paragraph provided that certain other details of the Series 2013 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 Finance Director to determine the details of the Series 2013 Bonds within the parameters set forth in this Resolution; and

WHEREAS, there have been prepared with respect to the issuance and sale of the Series 2013 Bonds and submitted to the Town Council forms of:

(a) a form of Bond Purchase Agreement (the “Purchase Agreement”), attached hereto as Exhibit A, pursuant to which the Town will sell the Series 2013 Bonds to the Underwriter; and

(b) a Preliminary Official Statement, relating to the Series 2013 Bonds (the “Preliminary Official Statement”), attached hereto as Exhibit B.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, FLORIDA, AS FOLLOWS:

SECTION 1. Definitions. That unless otherwise herein defined all capitalized terms shall have the meanings ascribed to such terms in the Bond Resolution.

SECTION 2. Recitals. That 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 2013 Bonds. That the Bonds in the amount of not to exceed \$59,000,000 shall be designated as “Town of Palm Beach, Florida Revenue Bonds, Series 2013 (Capital Improvement and Coastal Management Program);” provided such Series designation may be adjusted as permitted in the Bond Resolution.

SECTION 4. Description and Terms of the Series 2013 Bonds. The provisions for interest rates, redemption, maturity, sinking fund, purchase price, original discount, if any, dated date, whether any of the Series 2013 Bonds shall be secured by a Debt Service Reserve Account, the final Series designation, and other terms of the Series 2013 Bonds shall be as set forth in the Purchase Agreement. Notwithstanding the foregoing, in no event shall the Series 2013 Bonds bear interest at a rate or rates such that the true interest cost shall be in excess of 5.50% per annum or mature later than thirty (30) years from their date of issue. The Town Manager, upon the advice of the Finance Director and the Town’s financial advisor, Public Financial Management, Inc. (the “Financial Advisor”), is authorized to determine the terms of the Series 2013 Bonds within the parameters of this Section 4 and Section 6 hereof. The Series 2013 Bonds will be issued pursuant to a Book-Entry System in the manner provided in the Bond Resolution.

SECTION 5. Application of Proceeds of Series 2013 Bonds. The proceeds shall be applied simultaneously with the delivery of the Series 2013 Bonds as provided by Section 3.4 of the Bond Resolution and as set forth in a certificate executed by the Finance Director, 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) to the extent any Debt Service Reserve Account is established in connection with the Series 2013 Bonds, the Debt Service Reserve Account to satisfy the Debt Service Reserve Requirement; (iii) the Cost of Issuance Fund for costs of issuance; and (iv) the 2013 Project Fund to fund the Cost of the Project (including capitalized interest, if any).

SECTION 6. The Purchase Agreement. Subject to the parameters of Section 4 of this Resolution, the Purchase Agreement, in substantially the form submitted to this meeting and attached hereto as Exhibit “A” and made a part of this Resolution, be and the same hereby is approved, and the Series 2013 Bonds shall be sold by the Town and purchased by Citigroup Global Markets, Inc. (the “Underwriter”) at a price which allows for an Underwriter’s discount of not greater than three tenths of one percent (0.30%) of the par amount of the Series 2013 Bonds and original issue discount of not greater than five percent (5.00%) of the par amount, plus accrued interest, if any, to the date of delivery, and on the terms and conditions set forth in the Purchase Agreement, and the Mayor or the Town Manager, are each hereby authorized and directed to execute, and the Town Clerk or deputy clerk to attest, the Purchase Agreement and to deliver the same to the Underwriter substantially in the form presented to this meeting, but with such changes, insertions and omissions (upon advice of the Town Attorney, Finance Director, Financial Advisor and Bond Counsel) as shall be approved by the Mayor or the Town Manager, as the case may be, including the term of the Series 2013 Bonds, purchase price, original issue discount, interest rates, Series designation and other details of the Series 2013 Bonds as required by Section 4 hereof (such approval to be conclusively evidenced by the execution and delivery thereof), and the Town Clerk, or deputy clerk is hereby authorized and directed to affix and attest the seal of the Town thereto. Additionally, the execution and delivery of the Purchase Agreement shall be subject to delivery by the Underwriter of a truth-in-bonding statement and disclosure statement as required by Section 218.385 of the Florida Statutes.

SECTION 7. The Preliminary Official Statement. The Preliminary Official Statement relating to the Series 2013 Bonds in substantially the form submitted to this meeting and attached hereto as Exhibit “B” and filed with the minutes hereof, together with such changes, modifications and deletions as the Town Manager (upon advice of the Finance Director, Financial Advisor and Bond Counsel) shall deem appropriate, is hereby approved. The use and distribution thereof in connection with the sale of the Series 2013 Bonds is hereby approved and authorized.

SECTION 8. The Official Statement. Subject to the execution of the Purchase Agreement, the execution of the Official Statement of the Town relating to the Series 2013 Bonds, to be dated the date of execution of the Purchase Agreement (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 2013 Bonds and the requirements of the Purchase Agreement, as executed, 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 offering and sale of the Series 2013 Bonds. The Town hereby ratifies, approves and consents to the use by the Underwriters of the Preliminary Official Statement. The Official Statement may be modified in a manner not inconsistent with the substance thereof as shall be deemed advisable by the Town or by Bond Counsel and agreed to by the Underwriters. 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 9. Paying Agent, Registrar Appointment. 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 2013 Bonds.

SECTION 10. Negotiated Sale. The Town Council hereby finds that it would be in the best interests of the Town that the Series 2013 Bonds be sold on a negotiated basis.

SECTION 11. Credit Enhancement. The Town Council hereby authorizes the purchase of bond insurance for all or a portion of the Series 2013 Bonds, a debt service reserve insurance policy if a Debt Service Reserve Account is established in connection with any of the Series 2013 Bonds or other forms of credit enhancement as shall, in the judgment of the Town Manager, upon advice of the Finance Director and Financial Advisor, be deemed necessary to generate maximum net present value savings to the Town. In determining whether to purchase bond insurance, a surety bond, letter of credit for the Series 2013 Bonds and/or the Debt Service Reserve Account, if any created in connection with any of the Series 2013 Bonds, or other forms of credit enhancement, the Town Manager shall take into consideration conditions in the credit market and the creditworthiness of the providers of such credit enhancement.

SECTION 12. Other Actions Authorized. That 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 Finance Director 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 13. No Conflict. That 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 14. Effective Date. That this Resolution shall take effect immediately upon its passage.

PASSED AND ADOPTED in a regular session on this ____ day of _____, 2013.

Gail L. Coniglio
Mayor

David A. Rosow
Town Council President

ATTEST:

Robert N. Wildrick
Town Council President Pro-Tem

Susan Owens, MMC, Town Clerk

William J. Diamond
Town Council Member

Richard M. Kleid
Town Council Member

Michael J. Pucillo
Town Council Member

EXHIBIT A
FORM OF BOND PURCHASE AGREEMENT

EXHIBIT B
FORM OF PRELIMINARY OFFICIAL STATEMENT

\$59,000,000*
TOWN OF PALM BEACH, FLORIDA
Public Improvement Revenue Bonds, Series 2013
(Capital Improvement and Coastal Management Program)

BOND PURCHASE AGREEMENT

December __, 2013

Town of Palm Beach, Florida
360 South County Road
Palm Beach, Florida 33480

Ladies and Gentlemen:

The undersigned, Citigroup Global Markets Inc. (the “Underwriter”), hereby offers to enter into this Bond Purchase Agreement (the “Purchase Agreement”) with you as the governing body of the Town of Palm Beach, Florida (the “Town” or the “Issuer”), for the purchase by the Underwriter and sale by the Town of the Town’s Bonds as specified herein. This offer is made subject to written acceptance by the Town prior to 11:59 P.M., Palm Beach, Florida time on the date hereof, and upon such acceptance this Purchase Agreement shall remain in full force and effect in accordance with its terms and shall be binding upon the Town and the Underwriter.

The Town’s Public Improvement Revenue Bonds, Series 2013 (Capital Improvement and Coastal Management Program) (the “Bonds”) are being issued by the Town for the purpose of providing the funds to (i) finance all or a portion of the cost of acquiring, constructing, renovating and equipping components of the Town’s capital improvement plan, including but not limited to drainage, sanitary sewer, water system, street lighting, street, traffic signal, curb, gutter, sidewalk, park, Town Hall Square and Town Par 3 golf course improvements and related capital improvements (the “Town Infrastructure Project”), and the Town’s coastal management program, including but not limited to sea wall replacements, groin rehabilitation and related capital improvements (the “Coastal Management Project” and collectively with the Town Infrastructure Project, the “Project”), and (ii) pay the costs of issuing the Bonds. The Bonds shall be dated the date of their issuance, the principal of the Bonds shall be payable on January 1 of each year as set forth on Exhibit “C” hereto, interest on the Bonds shall be payable on each January 1 and July 1, beginning July 1, 2014, at the rates set forth on said Exhibit “C,” and the Bonds shall be subject to redemption prior to maturity as set forth on said Exhibit “C.” The Bonds shall not be secured by a Debt Service Reserve Account.

* Preliminary, subject to change.

All capitalized terms used in this Purchase Agreement that are defined in the Resolution (hereinafter defined) and not defined herein shall have the respective meanings set forth in the Resolution.

1. **Purchase and Sale of Bonds.** Upon the terms and conditions and upon the basis of the representations, warranties and covenants herein set forth, the Underwriter hereby agrees to purchase from the Town for re-offering to the public, and the Town hereby agrees to sell to the Underwriter for such purpose all (but not less than all) of the aggregate principal amount of the Bonds, as more fully described in the Preliminary Official Statement hereinafter identified and maturing on the dates and bearing interest at the rates set forth as part of Exhibit C attached hereto. The purchase price which shall be paid by the Underwriter in immediately available funds for the Bonds shall be \$_____ (representing the par amount of the Bonds of \$_____, plus/minus net original issue premium/discount of \$_____, less Underwriter's discount of \$_____).

The Bonds are being issued pursuant to that certain resolution of the Town adopted on November 12, 2013, as supplemented (collectively, the "Resolution"), authorizing the execution and delivery by the Town of the Official Statement (as hereinafter defined) and this Purchase Agreement and authorizing the sale of the Bonds and containing the Town's commitment to provide continuing disclosure. The Underwriter agrees to make a bona fide public offering of the Bonds, solely pursuant to the Official Statement, at the initial offering prices set forth in the Official Statement, reserving, however, the rights to (i) change such initial offering prices as the Underwriter shall deem necessary in connection with the marketing of the Bonds and (ii) offer and sell the Bonds to certain dealers (including dealers depositing the Bonds into investment trusts) at concessions to be determined by the Underwriter. The Underwriter also reserves the right to over-allot or effect transactions that stabilize or maintain the market prices of the Bonds at levels above that which might otherwise prevail in the open market and to discontinue such stabilizing, if commenced, at any time.

2. **Good Faith Check.** The Underwriter herewith delivers to the Town a corporate check payable to the Town in the amount of \$_____ as security for the performance by the Underwriter of its obligation to accept and pay for the Bonds at the Closing (as hereinafter defined) in accordance with the provisions of this Purchase Agreement. In the event the Town does not accept this offer, such check shall be returned to the Underwriter promptly. If this offer is accepted, such check shall be held uncashed in trust by the Town until the Closing and, concurrently with the delivery of and payment for the Bonds at the Closing, said check shall be returned to the Underwriter. In the event of the Town's failure to deliver the Bonds at the Closing, or if the Town shall be unable to satisfy the conditions precedent for the Underwriter to purchase and accept delivery of the Bonds as set forth in this Purchase Agreement, or if the obligation of the Underwriter with respect to the Bonds shall be terminated for any reason permitted by this Purchase Agreement, the Town shall return such check immediately to the Underwriter and such return shall constitute a full release and discharge of all claims by the Underwriter against the Town arising out of the transactions contemplated hereby. In the event the Underwriter fails (other than for a reason permitted hereunder) to accept and pay for the Bonds at the Closing as herein provided, said check shall be retained and cashed by the Town as full liquidated damages for such failure and for any and all defaults hereunder on the part of the Underwriter, and thereupon all of the Town's claims and rights hereunder against the Underwriter shall be fully released and discharged. The Underwriter and the Town understand that in such event

the Town's actual damages may be greater or may be less than such sum. Accordingly, the Underwriter hereby waives any right to claim that the Town's actual damages are less than such sum, and the Town's acceptance of this offer shall constitute a waiver of any right the Town may have to additional damages from the Underwriter.

3. **The Official Statement.** Prior to the date hereof, the Town has provided to the Underwriter for its review the preliminary official statement dated November __, 2013 (the "Preliminary Official Statement"). The Preliminary Official Statement is hereby deemed final as of its date, except for certain permitted omissions in connection with the pricing of the Bonds as permitted by Rule 15c2-12 of the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended (the "Rule"). The Preliminary Official Statement with only such other changes therein as shall have been accepted by the Underwriter, Bond Counsel and the Underwriter's Counsel, and including the cover page and all appendices attached thereto, together with such amendments or supplements thereto as are adopted by the Town in accordance herewith subsequent to the date hereof, shall be herein called the "Official Statement." The Town shall provide, or cause to be provided, at its expense, to the Underwriter at the time of the Town's acceptance of this Purchase Agreement or as soon as practicable thereafter (but, in any event, not later than seven (7) business days after the Town's acceptance of this Purchase Agreement and in sufficient time to accompany any confirmation that requests payment from any customer) copies of the final printed Official Statement (herein the "Final Official Statement"), complete as of its date of delivery to the Underwriter and in form satisfactory to the Underwriter in sufficient quantity to comply with the requirements of the Rule and the applicable rules of the Municipal Securities Rulemaking Board (the "MSRB"). The Town authorizes the Underwriter to use copies of the Final Official Statement, any amendments or supplements thereto, and the information contained therein, and copies of the Resolution in connection with the public offering and sale of the Bonds and the Town agrees not to supplement or amend, or cause to be supplemented or amended, the Final Official Statement or the Resolution at any time prior to the Closing, without the prior written consent of the Underwriter, which consent shall not be unreasonably withheld. The Town ratifies and approves the use by the Underwriter prior to the date hereof of the Preliminary Official Statement in connection with the public offering of the Bonds.

The Underwriter agrees to file the Final Official Statement with the MSRB's Electronic Municipal Market Access system ("EMMA") within one business day after receipt from the Town, but by no later than the Closing, in such manner and accompanied by such forms as are required by the MSRB, in accordance with Rule G-32 of the MSRB, and shall maintain such books and records as required by Rule G-8 of the MSRB with respect to the filing of the Final Official Statement.

In order to assure compliance with the requirements of the Rule for the continuing disclosure to the public of information regarding the Town (for this purpose a/k/a the "Obligor") and the Bonds, the Town as part of the Resolution will provide an undertaking as required by the Rule (the "Undertaking"). A description of the Undertaking is set forth in "APPENDIX A – The Resolution" to the Preliminary Official Statement and the Final Official Statement. Failure by the Town to deliver a certified copy of the Resolution at Closing will be grounds for the Underwriter to terminate this Purchase Agreement since failure to provide continuing disclosure covenants will cause the Underwriter to violate the Rule.

The Underwriter shall give notice to the Town on the date which is one day after the "end of

the underwriting period,” as such term is defined in the Rule, and the date after which the Underwriter no longer remains obligated to deliver the Final Official Statements pursuant to paragraph (b)(4) of the Rule.

4. **Town Representations and Warranties.** The Town, to the best of its knowledge, represents to and agrees with the Underwriter that:

(a) the Preliminary Official Statement as of its date is deemed final, except for omissions allowed by the Rule, and the Final Official Statement, as of its date, and as it may be amended or supplemented prior to the date of delivery of the Bonds to the Underwriter and at the Closing, will be true and correct in all material respects and the Final Official Statement, as it may be amended or supplemented prior to the date of delivery of the Bonds to the Underwriter and at the Closing, will not contain any untrue or misleading statement of a material fact or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading. In addition, any amendments or supplements to the Final Official Statement prepared and furnished by the Town pursuant hereto, will not contain any untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading;

(b) from the date hereof if, until the earlier of (i) 90 days from the end of the underwriting period or (ii) the time when the Final Official Statement is available to any person from EMMA (but in no case less than 25 days following the end of the underwriting period), any event occurs as a result of which it may be necessary to amend or supplement the Final Official Statement in order to make the statements therein, in light of the circumstances under which they were made, not misleading, the Town shall notify the Underwriter and, if in the reasonable opinion of the Town or the Underwriter, such event requires the preparation and publication of an amendment or supplement to the Final Official Statement, the Town, at its expense (unless such amendment or supplement is a result of information provided by the Underwriter), promptly will prepare an appropriate amendment or supplement thereto (and file, or cause to be filed, the same with EMMA, if required) so that the statements in the Final Official Statement as so amended or supplemented will not, in light of the circumstances under which they were made, be misleading as to a material fact, in a form and in a manner approved by the Underwriter;

(c) the Town is and will be at the date of Closing duly organized and existing as a municipal corporation of the State of Florida, with the powers and authority of a Town as set forth in the Act;

(d) the Town has full legal right, power and authority to (i) adopt the Resolution, (ii) to enter into and assume its obligations under this Purchase Agreement and (iii) to sell, issue and deliver the Bonds to the Underwriter as provided herein; and the adoption of the Resolution, and compliance with the provisions of it under the circumstances contemplated hereby, do not and will not in any material respect conflict with or constitute on the part of the Town a breach of or default under any agreement or other instrument to which the Town is a party or any existing law, administrative regulation, court order or consent decree to which the Town is subject;

(e) by all necessary official action, the Town has: (i) duly adopted the Resolution, (ii) duly ratified and approved the prior distribution of the Preliminary Official Statement, (iii) duly authorized and approved the execution and delivery of the Final Official Statement, (iv) duly authorized and approved the execution and delivery of the Bonds, and the performance by the Town of the obligations on its part in connection with the issuance of the Bonds contained in the Bonds, the Resolution, and this Purchase Agreement and (v) consummated all other transactions contemplated by this Purchase Agreement in connection with the issuance of the Bonds;

(f) when delivered to and paid for by the Underwriter at the Closing in accordance with the provisions of this Purchase Agreement, the Bonds will have been duly authorized, executed, issued and delivered and will constitute valid and binding revenue obligations of the Town in conformity with, and entitled to the benefit of the respective provisions of the Act and the Resolution; and

(g) the Town will advise the Underwriter promptly of any reason to amend, supplement or otherwise change the Final Official Statement prior to or at the Closing;

(h) the Town is not in material breach of or material default under any applicable constitutional provision, laws, or administrative regulation of the State or the United States or any applicable judgment or decree, or to its best knowledge, any loan agreement, indenture, bond, note, or material resolution, agreement or other material instrument to which the Town is a party or to which the Town or any of its property or assets is otherwise subject, and to its best knowledge, no event has occurred and is continuing which with the passage of time or the giving of notice, or both, would constitute a material default or event of default under any such instrument, except as disclosed in the Final Official Statement;

(i) as of the date hereof, except as specifically disclosed in the Final Official Statement, there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, government agency, public board or body, pending or, to the best knowledge of the officials of the Town, after having made due inquiry with respect thereto, threatened against the Town, affecting or seeking to prohibit, restrain or enjoin the sale, issuance or delivery of the Bonds or the application of the Pledged Revenues (as defined in the Resolution) to pay principal of and interest on the Bonds, or contesting or affecting as to the Town the validity or enforceability of the Act in any respect relating to authorization for the issuance of the Bonds, the Resolution, and this Purchase Agreement, or contesting the tax-exempt status of interest on the Bonds, or contesting the completeness or accuracy of the Preliminary Official Statement or the Final Official Statement or any supplement or amendment thereto, or contesting the powers of the Town or its authority for the issuance of the Bonds, the adoption of the Resolution, or the execution and delivery by the Town of this Purchase Agreement;

(j) the financial statements of the Town contained in the Final Official Statement present fairly the financial condition and results of the Town at the dates and for the periods set forth therein, and there are no material liabilities, contingent or otherwise, of the Town other than in the ordinary course of business, that are not disclosed in the Final Official Statement;

(k) the Town has not been notified by the Internal Revenue Service to the effect that its arbitrage certifications cannot be relied upon;

(l) any certification signed by an official of the Town and delivered to the Underwriter shall be deemed a representation and warranty by the Town to the Underwriter as to the truth of the statements therein contained;

(m) the Town will not knowingly take or omit to take any action which action or omission will in any way cause the proceeds from the sale of the Bonds to be applied in a manner other than as provided in the Resolution or which would cause the interest on the Bonds to be includable in gross income for federal income tax purposes;

(n) between the time of the Town's acceptance hereof and the Closing, the Town will not have executed or issued any bonds or notes or incurred any other obligations for borrowed money;

(o) between the time of the Town's acceptance hereof and the Closing, there will not have been any material adverse change in the financial position, method of operation or personnel of the Town;

(p) no material event of default has occurred which, with the lapse of time or the giving of notice or both, would constitute an event of default under the Resolution, and the Resolution is in full force and effect and has not been amended or modified except as disclosed in the Final Official Statement;

(q) no debt obligations of the Town, interest on which is intended to be tax-exempt, are being examined by the Internal Revenue Service nor have such debt obligations been examined by the Internal Revenue Service other than in connection with an examination that was closed without adjustment;

(r) the Town has no bonds or other obligations issued and outstanding with a lien on and pledge of the Pledged Revenues other than as described in the Final Official Statement;

(s) the Town has not been in default at any time after December 31, 1975 as to principal or interest with respect to any obligations issued or guaranteed by the Town, except as disclosed in the Final Official Statement; and

(t) the Town has not failed to perform any continuing disclosure obligation undertaken by the Town in connection with an issuance of bonds.

5. **Closing.** At 10:00 A.M., Palm Beach, Florida time on December __, 2013 or at such other time or on such later date as mutually agreed upon by the Town and the Underwriter (the "Closing"), the Town will deliver or cause to be delivered to the Underwriter, at the offices of Edwards Wildman Palmer LLP, 525 Okeechobee Boulevard, Suite 1600, West Palm Beach, Florida 33401 or at such other place as mutually agreed upon, the Bonds in definitive form, duly executed and

authenticated, together with the other documents hereinafter mentioned; and the Underwriter will accept such delivery and pay the purchase price thereof in immediately available funds, to the order of the Town. Unless the Bonds are delivered pursuant to the DTC FAST system, the Bonds will be made available for checking and packaging one business day prior to the Closing at the office of The Depository Trust Company, New York, New York (the “DTC”) or such other place as may be designated by the Underwriter. It is anticipated that CUSIP identification numbers will be printed on the Bonds, but the failure to print such number on any of the Bonds shall not constitute cause for failure or refusal by the Underwriter to accept delivery of and pay for the Bonds in accordance with the terms of this Purchase Agreement.

6. **Closing Conditions.** The Underwriter has entered into this Purchase Agreement in reliance upon the Town’s representations and agreements herein and the performance by the Town of the Town’s obligations hereunder, both as of the date hereof and as of the date of the Closing. The Underwriter’s obligations under this Agreement are and shall be subject to the following further conditions:

(a) the representations and warranties of the Town contained herein, to the best of its knowledge, shall be true, complete and correct on the date hereof and on and as of the date of Closing, as if made on the date of Closing;

(b) at the time of Closing, this Purchase Agreement, the Resolution and the Final Official Statement shall be in full force and effect; this Purchase Agreement, the Resolution and the Final Official Statement shall not have been amended, modified or supplemented except as may have been agreed to in writing by the Underwriter; and the Town shall have duly adopted and there shall be in full force and effect such other resolutions as, in the opinion of Edwards Wildman Palmer LLP, “Bond Counsel”, shall be necessary in connection with the transactions contemplated hereby;

(c) at or prior to Closing, the Underwriter shall receive the following documents:

(1) sufficient copies of the Final Official Statement and each supplement or amendment, if any, thereto, manually executed on behalf of the Town by the appropriate Town officers;

(2) the approving opinion of Bond Counsel, dated the date of Closing, in the form included in the Final Official Statement. The delivery at Closing of the opinion of Bond Counsel will be conditioned upon receipt by Bond Counsel of all necessary or desirable certificates, representations and opinions in each case in a form acceptable to Bond Counsel, upon which Bond Counsel shall rely in rendering its opinion; such certificates, representations and opinions include, but are not limited to the following:

An “issue price” certificate from the Underwriter certifying, among other things: (a) that all of the Bonds have been the subject of a bona fide initial offering to the public (excluding bond houses, brokers or similar persons or organizations acting in the capacity of underwriters or wholesalers) at initial offering prices not greater than or yields no lower than those shown on the inside front cover of the Final Official

Statement; (b) that at least 10 percent of each maturity of the Bonds was sold to the public (excluding bond houses, brokers or similar persons or organizations acting in the capacity of underwriters or wholesalers) at prices not greater than or yields not less than those shown on the inside cover of the Final Official Statement; and (c) that at the time the Underwriter agreed to purchase the Bonds, based on the prevailing market conditions, the Underwriter had no reason to believe any Bonds would initially be sold to the public (excluding bond houses, brokers or similar persons or organizations acting in the capacity of underwriters or wholesalers) at prices greater than or yields less than those shown on the inside cover of the Final Official Statement for the respective maturity; provided, that nothing in said certificate shall be construed to limit the Underwriter's right to (i) change such initial offering prices as the Underwriter shall deem necessary in connection with the marketing of the Bonds, and (ii) over-allot or effect transactions that stabilize or maintain the market prices of the Bonds at levels above that which might otherwise prevail in the open market and to discontinue such stabilizing, if commenced, at any time;

(3) a supplemental opinion of Bond Counsel addressed to the Underwriter to the effect that the information in the Final Official Statement under the captions "DESCRIPTION OF THE BONDS", "SECURITY FOR THE BONDS," "TAX MATTERS" and "CONTINUING DISCLOSURE," and in "APPENDIX A – THE RESOLUTION," insofar as such information purports to be descriptions or summaries of portions of the Resolution, the Bonds, or the Internal Revenue Code of 1986, as amended (the "Code"), are fair and accurate statements of the matters set forth therein.

(4) an opinion of the Town Attorney dated the date of the Closing and addressed to the Town, Bond Counsel and the Underwriter, to the effect that (i) this Purchase Agreement has been duly authorized, executed, and delivered by the Town and constitutes a legal, valid and binding agreement of the Town enforceable in accordance with its terms except such enforceability may be subject to bankruptcy, insolvency, moratorium, reorganization or other similar laws affecting the enforcement of creditors' rights generally or by such principles of equity as the court having jurisdiction may impose with respect to certain remedies which require or may require enforcement by a court of equity; (ii) the Town has authorized, executed, and delivered the Final Official Statement and ratified the prior use of the Preliminary Official Statement by the Underwriter; (iii) the information in the Final Official Statement as to legal matters relating to the Town, the Act, the Bonds and the Resolution, is correct in all material respects and does not omit any statement which, in his opinion, should be included or referred to therein, and, in addition, such counsel shall state that, based upon his participation in the preparation of the Final Official Statement as Town Attorney and without having undertaken to determine the accuracy, completeness or fairness of the statements contained in the Final Official Statement, as of its date and as of the date of the Closing nothing has come to his attention causing him to believe that the Final Official Statement as of its date or as of the date of the Closing contained any untrue statement of a material fact or omitted to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading (except for the financial and statistical information and information contained in the Final Official Statement under the caption "BOOK-ENTRY ONLY SYSTEM" as to all of which no opinion need be expressed); (iv) to the best of his knowledge after reasonable inquiry,

the Town is not in material breach of or material default under any applicable constitutional provision, law or administrative regulation of the State or the United States or any applicable material judgment or decree or any loan agreement, indenture, bond, note, material resolution, material agreement or other material instrument of which the Town is a party or to which the Town or any of its property or assets is otherwise subject, no event has occurred and is continuing which with the passage of time or the giving of notice, or both, would constitute a material default or material event of default under any such instrument that would be material to the purchasers of the Bonds, except in each case as disclosed in the Final Official Statement and the issuance and delivery of the Bonds will not constitute such a breach or default; (v) to the best of his knowledge after reasonable inquiry, the execution and delivery of the Bonds and this Purchase Agreement and the adoption of the Resolution, and compliance with the provisions on the Town's part contained therein, will not conflict with or constitute a material breach of or material default under any constitutional provision, law, administrative regulation, judgment, decree, loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the Town is a party or to which the Town or any of its property or assets is otherwise subject, that would be material to the purchasers of the Bonds; (vi) the Town has the right and power under the Act to adopt the Resolution and the Resolution has been duly and lawfully adopted by the Town, is in full force and effect and constitutes the legal, valid and binding obligation of the Town, enforceable in accordance with its terms, subject to bankruptcy, insolvency, moratorium, reorganization or other similar laws affecting the enforcement of creditors' rights generally or by such principles of equity as the court having jurisdiction may impose with respect to certain remedies which require or may require enforcement by a court of equity and no other authorization is required; (vii) there is no action, suit, proceeding, inquiry or investigation at law or in equity before or by any court, government agency, public board or body, pending, or to the best of his knowledge, after having made due inquiry with respect thereto, threatened against or affecting the Town, wherein an unfavorable decision, ruling or finding would have a materially adverse effect upon the transactions contemplated by the Final Official Statement or the validity of the Bonds, the Resolution or this Purchase Agreement, except as described in the Final Official Statement; and (viii) all authorizations, consents, approvals and reviews of governmental bodies or regulatory authorities then required for the Town's adoption, execution or performance of the Bonds, the Resolution and this Purchase Agreement have been obtained or effected, and he has no reason to believe that the Town will be unable to obtain or effect any such additional authorization, consent, approval or review that may be required in the future for performance of any of them by the Town. Notwithstanding the foregoing opinions, the Town Attorney shall not be required to express any opinion as to applicable requirements of federal or state securities or "Blue Sky" laws in connection with the issuance of the Bonds;

(5) a certificate, dated the date of Closing, signed by the Mayor of the Town Council and the Town Manager to the effect that, to the best of their knowledge: (i) the representations of the Town herein are true and correct in all material respects as of the date of Closing; (ii) the Town has performed all obligations to be performed hereunder as of the date of Closing; (iii) except as disclosed in the Final Official Statement, no litigation is pending or threatened (A) affecting or seeking to prohibit, restrain or enjoin the sale, the issuance or delivery of the Bonds, (B) in any way contesting or affecting the validity or enforceability of the Act in any respect relating to the authorization for the issuance of the Bonds, the Resolution, or this Purchase Agreement, (C) in any way contesting the existence or powers of the Town or its authority for the issuance of the Bonds,

the adoption of the Resolution or the execution and delivery of this Purchase Agreement, (D) which may result in any material adverse change in the business, properties, assets or the financial condition of the Town or (E) asserting that the Final Official Statement 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, but in lieu of such certificate, the Underwriter may in its sole discretion accept an opinion of Bond Counsel (or other counsel acceptable to the Underwriter) in form and substance acceptable to the Underwriter, that in the opinion of Bond Counsel or other counsel acceptable to the Underwriter the issues raised in any such pending or threatened litigation are without substance or that the contentions of any plaintiffs therein are without merit; (iv) since September 30, 2012, no material and adverse change has occurred in the financial position or results of operations of the Town except as set forth in or contemplated by the Final Official Statement; (v) the Town has not, since September 30, 2012, incurred any material liabilities other than in the ordinary course of business or as set forth in or contemplated by the Final Official Statement; (vi) the Final Official Statement did not as of its date, and does not as of the date of Closing contain any untrue statement of a material fact or omit to state a material fact which should be included therein for the purposes for which the Final Official Statement is to be used, or which is necessary in order to make the statements contained therein, in light of the circumstances in which they were made, not misleading; and (vii) the Town has not been in default at any time after December 31, 1975 as to principal or interest with respect to any obligations issued or guaranteed by the Town, except as disclosed in the Final Official Statement.

(6) copies of such contracts, agreements and reports referred to in the Preliminary Official Statement and the Final Official Statement as the Underwriter shall have timely requested;

(7) such additional legal opinions, certificates, proceedings, instruments and other documents as the Underwriter or Bond Counsel may reasonably request to evidence compliance by the Town with legal requirements, the truth and accuracy, as of the time of closing, of the Town's representations herein contained and the performance or satisfaction by the Town at or prior to such time of all agreements then to be performed and all conditions then to be satisfied by the Town;

(8) the opinion of Greenspoon Marder, P.A. counsel for the Underwriter, addressed to the Underwriter, to the effect that (i) based upon their participation in the preparation of the Official Statement as counsel for the Underwriter and without having undertaken to determine independently the accuracy or completeness of the statements contained in the Official Statement, as of the date of Closing nothing has come to the attention of such counsel causing them to believe that the Official Statement (excluding therefrom the financial and statistical data included in the Official Statement, information in the Appendices or information contained under the caption "BOOK-ENTRY ONLY SYSTEM" as to all of which no opinion need be expressed) as of its date contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; and (ii) based upon their review of the appropriate documents regarding the Undertaking as it relates to continuing disclosure as required under Rule 15c2-12, the requirements of the Rule have been satisfied;

(9) written evidence that the Bonds have received an “____” rating from Standard and Poor’s, a division of McGraw-Hill Companies (“S&P”) and an “____” rating from Moody’s Investors Service, Inc. (“Moody’s”), respectively, and that such ratings are in effect as of the date of Closing;

(10) such additional legal opinions, certificates and other documents as the Underwriter may reasonably request, to evidence the truth and accuracy, as of the date hereof and as of the Closing Date, of the Town’s representations and warranties contained herein and of the statements and information contained in the Final Official Statement and the due performance or satisfaction by the Town on or prior to the Closing Date of all the agreements then to be performed and conditions then to be satisfied by it.

If the Town shall be unable to satisfy the conditions to the Underwriter’s obligations contained in this Purchase Agreement or if the Underwriter’s obligations shall be terminated for any reason permitted by this Purchase Agreement, this Purchase Agreement shall terminate and neither the Town nor the Underwriter shall have further obligations hereunder, except that the amount of the check referred to in Section 2 hereof, shall be returned to the Underwriter and the costs set forth in Section 9 herein shall be paid in accordance with said section.

7. **Termination.** The Underwriter shall have the right in its absolute discretion to cancel its obligations under this Purchase Agreement to purchase, to accept delivery of and to pay for the Bonds, by notifying the Town in writing of its election to do so, if, in the sole judgment of the Underwriter, between the date hereof and the date of Closing any of the following shall occur:

(i) an event shall occur which makes untrue or incorrect in any material respect, as of the time of such event, any statement or information contained in the Official Statement or which is not reflected in the Official Statement but should be reflected therein in order to make the statements contained therein not misleading in any material respect and requires an amendment of or supplement to the Official Statement and the effect of which, in the judgment of the Underwriter, would materially adversely affect the market for the Bonds or the sale, at the contemplated offering prices (or yields), by the Underwriter of the Bonds; or

(ii) legislation shall be introduced in, enacted by, reported out of committee, or recommended for passage by the State of Florida, either House of the Congress, or recommended to the Congress or otherwise endorsed for passage (by press release, other form of notice or otherwise) by the President of the United States, the Treasury Department of the United States, the Internal Revenue Service or the Chairman or ranking minority member of the Committee on Finance of the United States Senate or the Committee on Ways and Means of the United States House of Representatives, or legislation is proposed for consideration by either such committee by any member thereof or presented as an option for consideration by either such committee by the staff or such committee or by the staff of the Joint Committee on Taxation of the Congress of the United States, or a bill to amend the Code (which, if enacted, would be effective as of a date prior to the Closing) shall be filed in either House, or a decision by a court of competent jurisdiction shall be rendered, or a regulation or filing shall

be issued or proposed by or on behalf of the Department of the Treasury or the Internal Revenue Service of the United States, or other agency of the federal government, or a release or official statement shall be issued by the President, the Department of the Treasury or the Internal Revenue Service of the United States, in any such case with respect to or affecting (directly or indirectly) the taxation of interest received on obligations of the general character of the Bonds which, in the opinion of the Underwriter, materially adversely affects the market for the Bonds or the sale, at the contemplated offering prices (or yields), by the Underwriter of the Bonds; or

(iii) a stop order, ruling, regulation, proposed regulation or statement by or on behalf of the Securities and Exchange Commission or any other governmental agency having jurisdiction of the subject matter shall be issued or made to the effect that the issuance, offering, sale or distribution of obligations of the general character of the Bonds is in violation or would be in violation of any provisions of the Securities Act of 1933, as amended, the Securities Exchange Act of 1934, as amended or the Trust Indenture Act of 1939, as amended; or

(iv) legislation introduced in or enacted (or resolution passed) by the Congress or an order, decree, or injunction issued by any court of competent jurisdiction, or an order, ruling, regulation (final, temporary, or proposed), press release or other form of notice issued or made by or on behalf of the Securities and Exchange Commission, or any other governmental agency having jurisdiction of the subject matter, to the effect that obligations of the general character of the Bonds, including any or all underlying arrangements, are not exempt from registration under or other requirements of the Securities Act of 1933, as amended (the "Securities Act"), or that the Indenture is not exempt from qualification under or other requirements of the Trust Indenture Act of 1939, as amended, or that the issuance, offering, or sale of obligations of the general character of the Bonds, including any or all underlying arrangements, as contemplated hereby or by the Official Statement or otherwise, is or would be in violation of the federal securities law as amended and then in effect;

(v) there shall have occurred any outbreak or escalation of hostilities, declaration by the United States of a national or international emergency or war or other calamity or crisis the effect of which on financial markets is such as to make it, in the reasonable judgment of the Underwriter, impractical or inadvisable to proceed with the offering of the Bonds as contemplated in the Official Statement; or

(vi) there shall have occurred a general suspension of trading, minimum or maximum prices for trading shall have been fixed and be in force or maximum ranges or prices for securities shall have been required on the New York Stock Exchange or other national stock exchange whether by virtue of a determination by that Exchange or by order of the Securities and Exchange Commission or any other governmental agency having jurisdiction or any national securities exchange shall have: (i) imposed additional material restrictions not in force as of the date hereof with respect to trading in securities generally, or to the Bonds or similar obligations; or (ii) materially increased restrictions now in force with respect to the extension of credit by or the charge to the net capital requirements of underwriters or broker-dealers such as to make it, in the judgment of the Underwriter,

impractical or inadvisable to proceed with the offering of the Bonds as contemplated in the Official Statement; or

(vii) a general banking moratorium shall have been declared by federal or New York state authorities or a major financial crisis or a material disruption in commercial banking or securities settlement or clearances services shall have occurred such as to make it, in the judgment of the Underwriter, impractical or inadvisable to proceed with the offering of the Bonds as contemplated in the Official Statement; or

(viii) a downgrading or suspension of any rating (without regard to credit enhancement) by Moody's, S&P or Fitch Ratings ("Fitch") of any debt securities issued by the Town, or (ii) there shall have been any official statement as to a possible downgrading (such as being placed on "credit watch" or "negative outlook" or any similar qualification) of any rating by Moody's, S&P or Fitch of any debt securities issued by the Town, including the Bonds; or

(ix) any litigation shall be instituted or pending to restrain or enjoin the issuance, sale or delivery of the Bonds or in any way contesting or affecting any authority for or the validity of the Bonds or this Purchase Agreement, the security and sources of payment of the Bonds, or any of the proceedings of the Town taken with respect to the issuance or sale of the Bonds or the execution of and performance of this Purchase Agreement; or

(xi) the occurrence, after the signing hereof, either of a financial crisis or default with respect to the debt obligations of the Town, or the institution of proceedings under federal or State bankruptcy laws by or against the Town.

8. **Amendments and Supplements.** After the Closing, so long as the Underwriter and dealers, if any, participating in the distribution of the Bonds are offering Bonds which constitute the whole or a part of their unsold participation, if any event shall occur as a result of which it is necessary, in the opinion of Bond Counsel or the Town Attorney, to amend or supplement the Final Official Statement in order to make the Final Official Statement not misleading in light of the circumstances existing at the time it was delivered to a purchaser, the Town, at its expense (unless the amendment or supplement is a result of information provided by the Underwriter), shall forthwith prepare and furnish to the Underwriter a reasonable number of copies of an amendment of or supplement to the Final Official Statement (in form and substance satisfactory to Bond Counsel, the Town Counsel and the Underwriter) which will amend or supplement the Final Official Statement so that it will not contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in light of the circumstances existing at the time the Final Official Statement is delivered to a purchaser, not misleading. For the purpose of this Section, the Town will furnish to the Underwriter such information the Underwriter may from time to time reasonably request.

9. **Expenses.** All of the Town's expenses and costs incident to the performance of the Town's obligations in connection with the authorization, issuance and sale of the Bonds to the Underwriter, including the costs of printing and preparation for printing and distributing the Bonds, the Resolution, adequate amounts of the Preliminary and Final Official Statement (including any

amendment or supplement thereto) and fees and disbursements of Bond Counsel and other attorneys, accountants, financial advisors, consultants and experts retained by the Town, and the fees and disbursements of Underwriter's Counsel, shall be paid by the Town. The Town shall pay for expenses (included in the expense component of the Underwriter's Discount) incurred by the Underwriter on behalf of the Town's employees and representatives in connection with this Purchase Agreement, including, but not limited to, meals and transportation of those employees and representatives. Except as indicated in this paragraph, all out-of-pocket expenses of the Underwriter, including its travel and other expenses, shall be paid by the Underwriter.

10. **Notices.** Any notice or other communication to be given to the Town under this Purchase Agreement may be given by delivering the same in writing at the Town's address set forth above to the attention of the Town Manager and any such notice or other communication to be given to the Underwriter may be given by delivering the same in writing to Citigroup Global Markets Inc., 11780 U.S. Highway One, Suite 201 - North Tower, North Palm Beach, Florida 33408, Attention: Public Finance, Department Manager.

11. **No Advisory or Fiduciary Roll; Parties In Interest.** The Town acknowledges and agrees that (i) the purchase and sale of the Bonds pursuant to this Purchase Agreement is an arm's length commercial transaction between the Town and the Underwriter, (ii) in connection therewith and with the discussions, undertakings and procedures leading up to the consummation of such transaction, the Underwriter is and has been acting solely as a principal and is not acting as the agent or fiduciary of the Town, (iii) the Underwriter has not assumed an advisory or fiduciary responsibility in favor of the Town with respect to the offering contemplated hereby or the discussions, undertakings and procedures leading thereto (irrespective of whether the Underwriter has provided other services or is currently providing other services to the Town on other matters) and the Underwriter has no obligation to the Town with respect to the offering contemplated hereby except the obligations expressly set forth in this Purchase Agreement, and (iv) the Town has consulted its own legal, financial and other advisors to the extent it has deemed appropriate.

This Purchase Agreement is made solely for the benefit of the Town and the Underwriter (including the successors or permitted assigns thereof) and no other person, partnership, association or corporation shall acquire or have any right hereunder or by virtue hereof. This Purchase Agreement may not be assigned by the Underwriter unless either the Town consents thereto or such assignment is made pursuant to a merger, consolidation or transfer of all or substantially all the assets of any of the Underwriter. All representations and agreements by the Town in this Purchase Agreement shall remain operative and in full force and effect regardless of any investigation made by or on behalf of the Underwriter and shall survive the delivery of any payment of the Bonds.

12. **Document Approval.** The approval of the Underwriter when required hereunder or the determination of its satisfaction as to any document referred to herein shall be in writing signed by a duly authorized representative of the Underwriter.

13. **Underwriter Representation.** The Underwriter represents to the Town that it is registered under the Securities Exchange Act of 1934, as amended as a municipal securities dealer and is, and at all times during the offer and sale of the Bonds will be, a member of the Financial Industry

Regulatory Authority (“FINRA”), and is or will be licensed, to the extent required by applicable law, to offer and sell the Bonds in each jurisdiction in which it offers to sell the Bonds, and is or will be in compliance with the rules and regulations of FINRA and other regulatory agencies with jurisdiction over it or any of its activities.

14. **Truth-In-Bonding and Disclosure Statement.** Attached hereto as Exhibit “A” is the Truth-In-Bonding Statement required by Section 218.385(2) and (3), Florida Statutes, as amended and as Exhibit “B” the disclosure statement of the Underwriter required by Section 218.385(6), Florida Statutes, as amended.

15. **Counterparts.** This Purchase Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute one and the same document.

Very truly yours,
Citigroup Global Markets Inc.

By: _____
Its: Managing Director

Accepted:
Town of Palm Beach, Florida

By: _____
Town Manager

Date: December __, 2013

ATTEST:

By: _____
Town Clerk

Approved as to form and legal sufficiency

By: _____

EXHIBIT “A”

TRUTH-IN-BONDING DISCLOSURE STATEMENT

1. The Town of Palm Beach, Florida (the “Town”) is proposing to issue \$_____ of debt or obligation (the “Bonds”) for the purpose of: providing the funds to (i) finance all or a portion of the cost of acquiring, constructing, renovating and equipping components of the Town’s capital improvement plan, including but not limited to drainage, sanitary sewer, water system, street lighting, street, traffic signal, curb, gutter, sidewalk, park, Town Hall Square and Town Par 3 golf course improvements and related capital improvements (the “Town Infrastructure Project”), and the Town’s coastal management program, including but not limited to sea wall replacements, groin rehabilitation and related capital improvements (the “Coastal Management Project” and collectively with the Town Infrastructure Project, the “Project”), and (ii) paying the costs of issuing the Bonds. This debt or obligation is expected to be repaid over a period of approximately _____ years. At a true interest rate of _____%, total interest paid over the life of the Bonds will be \$_____.

2. The Bonds are special 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 ____ years.

3. The foregoing statement is prepared pursuant to the Florida Statutes for information purposes only and shall not affect or control the actual terms and conditions of the Bonds.

EXHIBIT “B”
DISCLOSURE STATEMENT REQUIRED BY FLORIDA STATUTES
SECTION 218.385

\$ _____
TOWN OF PALM BEACH, FLORIDA
Public Improvement Revenue Bonds, Series 2013
(Capital Improvement and Coastal Management Program)

1. The Underwriter has estimated the various expenses incurred and to be incurred in connection with the issuance of the above-captioned Bonds (the “Bonds”) by the Underwriter designated in the Bond Purchase Agreement, dated the date hereof, between the Town of Palm Beach (the “Town”), and the Underwriter. Such expenses are detailed in the attached Schedule A.

2. No person or persons have any understanding regarding promised compensation or consideration, directly or indirectly, expressly or implied, to act solely as an intermediary between the Town and the Underwriter or to exercise or attempt to exercise any influence to effect any transaction in the purchase of the captioned Bonds, except as disclosed in paragraph 5 hereto.

3. The Underwriter’s Total Underwriting Spread is \$_____/ \$1,000 of Bonds, equivalent to \$_____.

4. The Management Fee is \$_____/ \$1,000 of Bonds, equivalent to \$_____.

5. The Underwriter’s Expenses are \$_____/ \$1,000 of Bonds, equivalent to \$_____.

No fee, bonus or other compensation will be paid by the Underwriter in connection with the Bond issue to any person not regularly employed or retained by the Underwriter. The Town will pay the fee of Greenspoon Marder, P.A., Underwriter’s Counsel, out of the proceeds of the Bonds, as shown on Schedule A hereto.

6. The names and address of the Underwriter is:

Citigroup Global Markets Inc.
11780 U.S. Highway 1
Suite 201 North Tower
North Palm Beach, FL 33408

Respectfully submitted,
Citigroup Global Markets Inc.

By: _____
Michael Hole
Managing Director

Date: December __, 2013

SCHEDULE A

**DISCLOSURE STATEMENT REQUIRED BY FLORIDA STATUTES
SECTION 218.385**

\$_____

TOWN OF PALM BEACH, FLORIDA
Public Improvement Revenue Bonds, Series 2013
(Capital Improvement and Coastal Management Program)

<u>Underwriter's Expenses*</u>	<u>Amount</u>	<u>Per \$1,000</u>
CUSIP Fee		
Dalcomp Fee		
Interest on Day Loan		
Communications, Out-of-pocket Expenses		
TOTAL		

* The Underwriter's counsel fee of \$_____ and expenses of \$_____ will be paid by the Town out of the proceeds of the Bonds.

EXHIBIT "C"

MATURITY SCHEDULE

\$ _____

TOWN OF PALM BEACH, FLORIDA
Public Improvement Revenue Bonds, Series 2013
(Capital Improvement and Coastal Management Program)

	Maturity Date	Amount	Rate	Yield	Price	Yield to Maturity
Serial						
Bonds	1/1/2015					
	1/1/2016					
	1/1/2017					
	1/1/2018					
	1/1/2019					
	1/1/2020					
	1/1/2021					
	1/1/2022					
	1/1/2023					
	1/1/2024					
	1/1/2025					
	1/1/2026					
	1/1/2027					
	1/1/2028					
	1/1/2029					
	1/1/2030					
	1/1/2031					
	1/1/2032					
	1/1/2033					
	1/1/2034	_____				
Term						
Bonds	1/1/____					
	1/1/____	_____				

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 redemption in part prior to maturity by lot, at redemption prices equal to 100% of the principal amount thereof plus interest accrued to the redemption date in the following principal amounts and on the following dates:

<u>Term Bonds</u>	
<u>Year</u> <u>(January 1)</u>	<u>Amount</u>

*

*Maturity, not a redemption.

The Bonds maturing on January 1, _____ (the “_____ Term Bonds”) are subject to mandatory redemption in part prior to maturity by lot, at redemption prices equal to 100% of the principal amount thereof plus interest accrued to the redemption date in the following principal amounts and on the following dates:

<u>Term Bonds</u>	
<u>Year</u> <u>(January 1)</u>	<u>Amount</u>

*

*Maturity, not a redemption.

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 __, 2013

NEW ISSUE-BOOK-ENTRY ONLY

In the opinion of Edwards Wildman Palmer LLP, Bond Counsel, based upon an analysis of existing law and assuming, among other matters, compliance with certain covenants, interest on the Bonds is excluded from gross income for federal income tax purposes under the Internal Revenue Code of 1986. Interest on the Bonds is not a specific preference item for purposes of the federal individual or corporate alternative minimum taxes, although such interest is included in adjusted current earnings when calculating corporate alternative minimum taxable income. 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, for a more detailed description.

TOWN OF PALM BEACH, FLORIDA

\$59,000,000*

**Public Improvement Revenue Bonds, Series 2013
(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 Bonds, Series 2013 (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 initial Paying Agent and Registrar for the Bonds.

Interest on the Bonds is payable on each January 1 and July 1, commencing July 1, 2014, 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. __-2013, adopted on November 12, 2013, as supplemented (the “Resolution”) for the purpose of providing the funds to (i) finance all or a portion of the cost of acquiring, constructing, renovating and equipping components of the Town’s capital improvement plan, including but not limited to drainage, sanitary sewer, water system, street lighting, street, traffic signal, curb, gutter, sidewalk, park, Town Hall Square and Town Par 3 golf course improvements and related capital improvements,

and the Town's coastal management program, including, but not limited to, sea wall replacements, groin rehabilitation and related capital improvements; and (ii) pay the costs of issuing the Bonds. See "PURPOSE OF THE BONDS," "DESCRIPTION OF THE PROJECT" 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 FROM AND SECURED SOLELY 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 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 Edwards Wildman Palmer 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 for the Underwriter by its counsel, Greenspoon Marder, P.A., West Palm Beach, Florida. Public Financial Management, Inc. Orlando, Florida is serving as Financial 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 December ___, 2013.

The date of this Official Statement is November __, 2013.

Citigroup

* Preliminary, subject to change.

**MATURITIES, AMOUNTS, INTEREST RATES, YIELDS
AND INITIAL CUSIP NUMBERS**

\$ _____ * Serial Bonds

<u>Maturity</u> <u>(January 1)</u>	<u>Amount</u>	<u>Interest Rate</u>	<u>Yield</u>	<u>Initial CUSIP No.</u> ¹
---------------------------------------	---------------	----------------------	--------------	---------------------------------------

\$ _____ * _____% Term Bonds Due January 1, _____ Yield ____% Initial CUSIP No.¹

* Preliminary, subject to change.

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
DAVID A. ROSOW Town Council President
ROBERT N. WILDRICK..... Town Council President Pro-Tem
WILLIAM J. DIAMOND..... Town Council Member
RICHARD M. KLEID Town Council Member
MICHAEL J. PUCILLO..... Town Council Member

Town Manager

PETER B. ELWELL

Town Attorney

JOHN C. RANDOLPH
JONES, FOSTER, JOHNSTON & STUBBS, P.A.

Town Clerk

SUSAN A. OWENS, MPA, MMC

Town Finance Director

JANE STRUDER

Town Public Works Director

H. PAUL BRAZIL

Financial Advisor

PUBLIC FINANCIAL MANAGEMENT, INC.

Bond Counsel

EDWARDS WILDMAN PALMER 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

\$59,000,000*
Public Improvement Revenue Bonds, Series 2013
(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 \$59,000,000* principal amount of its Public Improvement Revenue Bonds, Series 2013 (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. __-2013 of the Town adopted on November 12, 2013, as supplemented (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. The Town has two outstanding bond issues which are also payable from the Non-Ad Valorem Revenues Bonds budgeted and appropriated by the Town on an annual basis: the Town’s \$57,035,000 Public Improvement Revenue and Refunding Bonds, Series 2010A (Capital Improvement Program), of which **[\$53,025,000]** remain outstanding, and the Town’s \$14,770,000 Public Improvement Revenue Bonds, Series 2010B (Worth Avenue Commercial District Project), of which **[\$12,130,000]** remain outstanding. The above referenced Series 2010B Bonds are additionally secured by a pledge of certain special assessments levied against properties in the Town’s Worth Avenue Commercial District. See “SECURITY FOR THE BONDS” 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 from and secured solely 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 with proceeds of the Bonds.

* Preliminary, subject to change.

Capitalized terms not otherwise defined in this Official Statement will have the same meanings assigned to such terms in the Resolution. See “APPENDIX A—The Resolution.” This Official Statement also includes summaries of, and references 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 by the Town pursuant to the Resolution for the purpose of providing the funds to (i) finance all or a portion of the cost of acquiring, constructing, renovating and equipping components of the Town’s capital improvement plan, including but not limited to drainage, sanitary sewer, water system, street lighting, street, traffic signal, curb, gutter, sidewalk, park, Town Hall Square and Town Par 3 golf course improvements and related capital improvements (the “Town Infrastructure Project”), and the Town’s coastal management program, including, but not limited to, sea wall replacements, groin rehabilitation and related capital improvements (the “Coastal Management Project” and collectively with the Town Infrastructure Project, the “Project”); and (ii) pay the costs of issuing the Bonds.

DESCRIPTION OF THE PROJECT

The Project consists of the Town Infrastructure Project and the Coastal Management Project. Brief descriptions of each follow:

Town Infrastructure Project

The Town Infrastructure Project consists of those certain improvements to the Town’s infrastructure that were identified in the Town’s 20 year Capital Improvement Plan which are now planned to be constructed in fiscal years 2014, 2015 and 2016. The work will be undertaken in all parts of the Town, and will consist of the following basic elements:

- Renovate, modernize and upgrade storm water pump stations.
- Renovate, modernize and upgrade sanitary sewage pump stations.
- Renovate, modernize and upgrade sanitary sewer force mains.
- General drainage improvements.
- General curb, gutter and sidewalk improvements.
- Line or upgrade existing gravity sewer lines.
- Construct storm drainage trunk lines and interconnects.
- Replace and increase diameter of sewage force mains.

- Repair or replace gravity storm sewer lines.
- Remove ocean outfalls.
- Replacement of deteriorated existing Town owned street lights.
- Upgrade traffic signals and traffic signal interconnects.
- Street improvements.
- Construction of a new clubhouse for the Town's Par 3 golf course.
- Improvements to Town Hall Square.
- Miscellaneous improvements to the Town's infrastructure.

The current estimated costs of these improvements, including contingencies, to be paid by the Town is **[\$41,922,957]**.

Coastal Management Project

The Town has adopted an overall coastal management program to protect the beaches of the Town and the properties near the Atlantic Ocean. The coastal management program consists of the following elements:

- Inlet maintenance dredging.
- Beach renourishment.
- Design and construction of sand transfer plant.
- Groin assessment and rehabilitation.
- Construction / installation of new groins.
- Rehabilitation and replacement of seawalls.
- Dune restoration.

The coastal management program is being financed through a combination of bonds, short term bank loans and "pay as you go." The total cost of the coastal management program is currently estimated to be **[\$84,189,000]**. The proceeds of the Bonds will be used to pay for groin assessment and groin rehabilitation on various stretches of the Town's beaches and the replacement of the North Ocean Beach seawall (the "Coastal Management Project"). The estimated cost of the Coastal Management Project is currently **[\$11,600,000]**. Construction of the North Ocean Beach seawall is scheduled to begin in the spring of 2014 and to be completed in early 2015. The groin assessment and groin rehabilitation will be an ongoing project.

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 of Bonds	\$ _____
[Plus/Minus] Net Original Issue [Premium/Discount]	_____
Total Sources	\$ _____

Uses

Deposit to Project Account	\$ _____
Cost of Issuance, including Underwriter's Discount	_____
Total Uses	\$ _____

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, 2014. The Bank of New York Mellon Trust Company, N.A. will act as initial 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 deem and treat the registered owner of any Bond as the absolute owner of such Bond for the purpose of receiving payment of principal of and interest due thereon and for all other purposes. 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—The Resolution.”

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 Series A 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, ____ (the “Term Bonds”) are subject to mandatory redemption in part prior to maturity by lot, at redemption prices equal to 100% of the principal amount thereof plus interest accrued to the redemption date in the following principal amounts and on the following dates:

<u>Term Bonds</u>	
Year (<u>January 1</u>)	<u>Amount</u>

*

*Final maturity, not a redemption.

Notice of Redemption of the Bonds. In the event any of the Bonds are called for redemption, the Paying Agent will give notice of the redemption of such Bonds, which notice will (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, 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, (ii) state that on the redemption date, the Bonds to be redeemed will cease to bear interest, and (iii) state any conditions to the redemption and that if such conditions are not met, that such redemption will not occur.

Notice of redemption will be given by the Paying Agent not less than 30 days nor more than 60 days prior to the date fixed for redemption. 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.”

Failure to mail any such notice (or any defect therein) to one or more Bondholders will not affect the validity of any proceedings for such redemption with respect to Bondholders to which notice was duly mailed.

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 The Depository Trust Company (“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, New York, New York, 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 certificate for the Bonds 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 one hundred (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: 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 Direct and Indirect 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 Direct or Indirect 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 Direct and Indirect 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 Direct and Indirect 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 the security documents. 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 series or maturity of a series are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such series or 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 Issuer or the Paying Agent on the payment date in accordance with their respective holdings shown on DTC's records. Payments by Direct Participants or Indirect 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, nor its nominee, 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, distribution and dividend payments on the Bonds, as applicable, 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 Direct and Indirect Participants.

DTC may discontinue providing its services as securities 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.

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 Direct and Indirect 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 Direct or Indirect 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 DEPOSITORY 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 ONLY SYSTEM OF REGISTRATION.

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 from and secured solely 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 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

The Town has two outstanding bond issues which are also payable from the Non-Ad Valorem Revenues Bonds budgeted and appropriated by the Town on an annual basis: the Town's \$57,035,000 Public Improvement Revenue and Refunding Bonds, Series 2010A (Capital Improvement Program), of which **[\$53,025,000]** remain outstanding (the "Series 2010A Bonds"), and the Town's \$14,770,000 Public Improvement Revenue Bonds, Series 2010B (Worth Avenue Commercial District Project), of which **[\$12,130,000]** remain outstanding (the "Series 2010B Bonds and, collectively with the Series 2010A Bonds, the "Series 2010 Bonds"). The Series 2010B Bonds are additionally secured by a pledge of certain special assessments levied against properties in the Town's Worth Avenue Commercial District. Those special assessments are payable over a period of thirty (30) years.

Other than the Series 2010B Bonds, 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 not have any general obligation bonds outstanding.

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 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 2010B 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.

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. Accordingly, the provisions in the Resolution attached hereto as Appendix “A” relating to the Debt Service Reserve Account do not apply to 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	February, 2015
David A. Rosow	Town Council President	February, 2014
Robert N. Wildrick	Town Council President Pro-Tem	February, 2014
William J. Diamond	Town Council Member	February, 2015
Richard M. Kleid	Town Council Member	February, 2014
Michael J. Pucillo	Town Council Member	February, 2015

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 Peter B. Elwell, who has served as the Town Manager since February of 2001. All of the Town departments and staff report to the Town Manager. The Town has approximately 350 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.

Pension and Other Post Employment Benefits

On May 1, 2012, the retirement benefits for most Town employees were changed from a full defined benefit plan (the "Prior Defined Benefit Plan") to a hybrid pension plan (the "Town Retirement Plan"). The Town Retirement Plan is what is referred to as a "hybrid plan" that contains a defined benefit component and a defined contribution component. The Town Retirement Plan is overseen by a nine member Town of Palm Beach Retirement System Board of Trustees (the "Board of Trustees").

Employees who were eligible to retire on or before May 1, 2012 were grandfathered into the Prior Defined Benefit Plan, and the accrued benefits for all other employees were frozen as of May 1, 2012. Benefits accrued after that date are in the new Town Retirement Plan. In addition, the Town ceased participation in the State of Florida's retirement programs for firefighters and police officers. Approximately 288 active employees and 358 retirees are covered by the Town Retirement Plan.

The Town Council is authorized to establish benefit levels and to approve the actuarial assumptions used in the determination of contribution levels for the defined benefit component of the Town Retirement Plan. Currently, employees are required to make mandatory pre-tax contributions ranging from 2.47% to 5.21% of covered compensation, depending on the date of hire and type of employee.

The defined contribution component of the Town Retirement Plan currently requires employees to make mandatory pre-tax contributions of either 2% or 4% of covered compensation, depending on the type of employee.

The Town's actual appropriation for the defined benefit component is based upon the actuaries' determined rate. The defined contribution appropriation is based upon salary estimates

and employer matching contribution rates. The Town's contributions for the defined benefit and defined contribution components and the percent of budgeted payroll for the defined benefit component and total Town contribution for FY2013 were as follows:

	<u>DC Contribution</u>	<u>DB Contribution</u>	<u>Total Town Contribution</u>	<u>% of Payroll (DB Plan)</u>	<u>% of Payroll (overall)</u>
General Employees	\$309,235	\$1,223,869	\$1,533,104	13.12%	16.43%
Lifeguards	5,428	125,294	130,722	64.89	67.71
Police	211,200	1,257,107	1,468,307	29.12	34.01
Fire-Rescue	<u>180,642</u>	<u>1,370,637</u>	<u>1,551,279</u>	<u>32.02</u>	<u>36.24</u>
TOTAL	\$706,505	\$3,976,907	\$4,683,412	21.95%	25.84%

Based on the Town's actuarial assumptions, as of September 30, 2012, the benefits for general employees and lifeguards was 80% funded, the benefits for police officers was 76% funded and the benefit for fire-rescue was 71% funded. This is a significant reduction from the prior fiscal year and reflects a reduction in the investment return assumption from 8.0% per annum to 7.5% per annum.

The Town also administers a single employer, defined benefit postemployment healthcare plan ("OPEB") that covers retired employees of the Town and their dependents. The plan currently provides for the payment of a maximum of 50% of the health insurance premiums for eligible retired employees and dependents. Based on the actuarial assumptions made by the Town, as of September 30, 2012, the Town of Palm Beach OPEB Trust was 71.5% funded and had an unfunded actuarial accrued liability of \$8,346,630.

Population

The following table sets forth the estimated permanent population of the Town between 1950 and 2012. 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>
1950	3,886
1960	6,055
1970	9,086
1980	9,729
1990	9,814
2000	9,676
2010	8,348
2011	8,350
2012	8,358

Sources: U.S. Bureau of the Census: 1950, 1960, 1970, 1980, 1990, 2000 and 2010; University of Florida, Bureau of Economic Business Administration: 2011 and 2012

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 AND NUMBER OF PARCELS BY CATEGORY

<u>Category</u>	<u>Assessed Value (\$)</u>	<u>Number of Parcels</u>
Vacant Residential	515,287,942	165
Single Family Residential	8,068,264,206	2,309
Mobile Homes	0	0
Multi-family 10 units or more	49,815,970	4
Condominiums	2,634,398,107	5,324
Cooperatives	284,855,846	1,089
Miscellaneous Residential	981,985	1
Multi-family less than 10 units	54,694,250	56
Vacant Commercial	16,205,136	7
Improved Commercial	923,260,225	183
Vacant Industrial	0	0
Improved Industrial	68,311,547	214
Agricultural	0	0
Institutional	186,341,404	32
Government	104,765,180	55
Leasehold Interests	1,795,500	2
Miscellaneous	44,133	41
Non-Agricultural Acreage	0	0
TOTAL	12,909,021,431	9,482

Source: Palm Beach County Property Appraiser as of January 1, 2013.

Assessed Valuation

The following table shows the assessed value of the property in the Town for the past six (6) fiscal years:

Town of Palm Beach, Florida

Assessed Value of Taxable Property; Last Six Fiscal Years

<u>Fiscal Year</u>	<u>Total Assessed Value</u>	<u>Total Taxable Value</u>
2008	\$ 16,224,056,783	\$ 12,619,015,444
2009	17,911,648,549	13,564,023,728
2010	16,893,593,925	13,097,134,379
2011	12,043,094,460	11,530,477,889
2012	12,013,987,648	11,510,190,357
2013	12,909,021,431	12,419,660,233

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.

Property Tax Levies and Collections

The following table sets forth the property tax levy and collection in the Town for the past six (6) fiscal years:

Town of Palm Beach, Florida

Property Tax Levies and Collections; Last Five Fiscal Years

<u>Fiscal Year</u>	<u>Net Tax Levy*</u>	<u>Current Tax Collections</u>	<u>Percent of Levy Collected</u>	<u>Delinquent Tax Collections</u>	<u>Total Property Tax Collections</u>	<u>Collections as a Percent of Current Levy</u>
2008	\$ 43,129,948	\$ 41,337,264	95.84 %	\$ 119,985	41,457,249	96.12 %
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	38,805,612	37,382,909	96.33	145,896	37,528,805	96.71

Note: All property taxes are assessed and collected by the Palm Beach County Tax Collector. 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, 2012, attached as Appendix "B".

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 April 13, 2023) 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 except for telecommunications services, as to which the tax is levied at the rate of 5.22%.

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:

$$\begin{array}{lcl} \text{County's Share} & & \\ \text{(percentage of} & = & \\ \text{total tax} & & \text{unincorporated area} & & \text{2/3 incorporated} \\ \text{receipts)} & & \frac{\text{population}}{\text{total county}} & + & \frac{\text{area population}}{\text{2/3 incorporated}} \\ & & \text{population} & & \text{area population} \end{array}$$

$$\begin{array}{lcl} \text{Municipality's} & & \\ \text{Share} & = & \\ \text{(percentage of} & & \frac{\text{municipality population}}{\text{total county}} & + & \frac{\text{2/3 incorporated}}{\text{area population}} \\ \text{total tax receipts} & & \text{population} & & \end{array}$$

The formula is revised each year based upon the population estimates prepared by the University of Florida, Bureau of Economic and Business Research.

Grant Revenue

Reflected in the grant total for FY2010 is the receipt of funds from the Florida Department of Law Enforcement for criminal justice assistance and bullet proof vests.

Local Shared Revenue

Local shared revenue includes a portion of the Palm Beach County Occupational License fees and 911 equipment reimbursement.

General Government Revenues

These revenues include charges for copies, meeting tapes, lien search fees, microfiche, certification of copies and sales of maps and code books.

Public Safety Revenue

Public Safety Revenue includes special detail pay for police and fire officers, EMS transport fees, burglar alarm registration and false alarm fees, police ID cards, and Direct Connect Alarm Fees.

Physical Environment Revenue

Physical Environment Revenue includes solid waste collection fees for commercial properties (collected through a non-ad valorem assessment), recycling fees and beach cleaning fees.

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.

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 FY2010 represents proceeds from the sale of Town owned property.

Miscellaneous Other Revenue

Revenues include a fee paid to the Town for the administration of Kreusler Park parking lot, fees associated with charitable solicitations, a rebate for Town towing, State highway lighting maintenance, insurance proceeds for hurricane damage and other miscellaneous revenues.

HISTORICAL AND BUDGETED 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, 2008 through 2013, and the budgeted amount for the Fiscal Year ending September 30, 2014.

Town of Palm Beach, Florida

Historic and Projected General Fund Non Ad Valorem Revenue

Last Six Fiscal Years and Next Year Budgeted

	Actual FY2008	Actual FY2009	Actual FY2010	Actual FY2011	Actual FY2012	Actual FY2013 (Unaudited)	Budgeted FY2014
Franchise Fees	\$2,447,544	\$2,454,232	\$2,169,801	\$2,204,718	\$ 2,040,444	2,013,145	2,050,000
Utility Service Tax	4,496,507	4,608,088	4,879,860	4,892,655	4,973,633	5,172,151	5,007,500
Business Tax Receipts	741,535	726,238	716,018	694,373	669,095	658,236	665,500
Building Permits	6,844,876	4,701,645	3,934,213	5,535,510	5,514,911	6,500,257	5,610,700
Other License Fees & Permits	249,058	164,135	168,665	213,497	365,417	459,522	369,000
State Shared Revenue (1)	1,072,734	1,081,727	980,556	1,058,101	954,387	879,433	991,000
Grants	71,745	353,590	9,573	220,815	63,872	3,861	21,000
Local Shared Revenue	24,700	39,997	46,223	29,536	20,781	42,813	30,000
General Government	34,413	27,618	33,650	42,628	39,000	41,378	35,850
Public Safety	1,146,920	1,539,385	1,450,893	1,419,660	2,001,026	1,488,837	1,508,500
Physical Environment	1,041,072	1,131,884	1,098,950	1,219,035	1,260,317	1,264,060	1,218,925
Transportation	585,891	579,292	632,425	780,444	780,917	830,227	789,000
Fines & Forfeitures	1,183,318	1,152,807	594,473	1,297,226	1,106,435	1,324,969	1,181,000
Contributions	10,000	0	0	0	0	0	0
Investment Earnings	1,368,751	1,923,224	1,168,997	495,649	495,311	33,220	425,373
Rents & Royalties	111,321	44,291	102,702	88,202	104,980	69,606	98,845
Sale of Capital Assets (2)	0	0	1,047,156	0	1,392	509,047	0
Miscellaneous Other	190,761	158,625	188,989	671,609	577,151	355,769	<u>92,000</u>
Total Non Ad Valorem Revenues	\$21,621,146	\$20,686,778	\$19,223,325	\$20,863,658	\$20,969,067	\$21,646,530	\$20,094,193

(1) Excludes 8th cent motor fuel tax and fuel tax refund.

(2) Proceeds in FY10 and FY13 represent the sale of Town owned property.

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, 2008 through 2013. 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 Six Fiscal Years

Fiscal Year	Non-Ad Valorem Revenue Available for Debt Service	Debt Service			Coverage Ratio
		Principal	Interest	Total	
2008	\$21,621,146	\$3,720,000	\$610,163	\$4,330,163	4.99
2009	20,686,778	3,875,000	648,650	4,523,650	4.57
2010	19,223,474	4,020,000	1,131,850	5,151,850	3.73
2011	20,869,532	970,000	2,651,338	3,621,338	5.76
2012	20,969,067	990,000	2,631,738	3,621,738	5.79
2013 (Unaudited)	21,574,130	1,010,000	2,609,213	3,619,213	5.96

The Town's budget for its 2014 fiscal year shows estimated Non-Ad Valorem Revenue Available for Debt Service in the amount of \$20,088,420, which, based on the maximum annual debt service on the Series 2010A Bonds of \$3,625,537.52 and Maximum Annual Debt Service on the Bonds of \$3,538,462.48*, would result in a total Maximum Annual Debt Service of \$7,165,000*, and a Coverage Ratio of 2.8037x*.

In accordance with the Resolution, for purposes of this table debt service on the Series 2010B Bonds is calculated net of the amount of non-ad valorem special assessments collected during the prior fiscal year, since in such prior fiscal year at least 90% of the non-ad valorem special assessments imposed were collected; additionally, such non-ad valorem special assessments are not included in the calculation of non-ad valorem revenue available for debt coverage.

* Preliminary; subject to change.

DEBT SERVICE REQUIREMENTS

The following tables set forth the debt service requirements on the Bonds and the Series 2010A Bonds.

Period Ending	Bond Principal	Bond Interest	Total Bond Debt Service	Series 2010A Bonds Debt Service	Total Debt Service
9/30/2014				\$3,620,988	
9/30/2015				3,624,263	
9/30/2016				3,620,938	
9/30/2017				3,625,538	
9/30/2018				3,623,238	
9/30/2019				3,624,038	
9/30/2020				3,621,188	
9/30/2021				3,623,938	
9/30/2022				3,623,188	
9/30/2023				3,618,938	
9/30/2024				3,620,938	
9/30/2025				3,623,813	
9/30/2026				3,622,438	
9/30/2027				3,621,688	
9/30/2028				3,624,969	
9/30/2029				3,623,750	
9/30/2030				3,624,125	
9/30/2031				3,619,250	
9/30/2032				3,623,750	
9/30/2033				3,622,250	
9/30/2034				3,624,500	
9/30/2035				3,620,250	
9/30/2036				3,624,125	
9/30/2037				3,620,750	
9/30/2038				3,624,750	
9/30/2039				3,620,750	
9/30/2040				3,623,375	
9/30/2041				0	
9/30/2042				0	
9/30/2043				0	
9/30/2044				0	

The debt service on the Series 2010B Bonds is not included in this table because, in accordance with the Resolution, for purposes of calculating non-ad valorem revenues available for debt

coverage, debt service on the Series 2010B Bonds is calculated net of the amount of non-ad valorem special assessments collected during the prior fiscal year, since in each prior fiscal year at least 90% of the non-ad valorem special assessments imposed were collected, and the Town anticipates that such rate of collection will continue.

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.

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

In the opinion of Edwards Wildman Palmer LLP, Bond Counsel to the Town ("Bond Counsel"), based upon an analysis of existing laws, regulations, rulings, and court decisions, and assuming, among other matters, compliance with certain covenants, interest on the Bonds is excluded from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986 (the "Code"). Bond Counsel is of the further opinion that interest on the Bonds is not a specific preference item for purposes of the federal individual or corporate alternative minimum taxes, although Bond Counsel observes that such interest is included in adjusted current earnings when calculating corporate alternative minimum taxable income. Bond Counsel expresses no opinion regarding any other federal tax consequences arising with respect to the ownership or disposition of, or the accrual or receipt of interest on, the Bonds.

The Code imposes various requirements relating to the exclusion from gross income for federal income tax purposes of interest on obligations such as the Bonds. Failure to comply with these requirements may result in interest on the Bonds being included in gross income for federal income tax purposes, possibly from the date of original issuance of the Bonds. The Town has covenanted to comply with such requirements to ensure that interest on the Bonds will not be included in federal gross income. The opinion of Bond Counsel assumes compliance with these covenants.

Bond Counsel is further of the opinion that the Bonds and the interest thereon are exempt from taxation under 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 herein. Bond Counsel has 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 C hereto.

To the extent the issue price of any maturity of the Bonds is less than the amount to be paid at maturity of such Bonds (excluding amounts stated to be interest and payable at least annually over the term of such Bonds), the difference constitutes “original issue discount,” the accrual of which, to the extent properly allocable to each owner thereof, is treated as interest on the Bonds which is excluded from gross income for federal income tax purposes. For this purpose, the issue price of a particular maturity of the Bonds is the first price at which a substantial amount of such maturity of the Bonds is sold to the public (excluding bond houses, brokers, or similar persons or organizations acting in the capacity of underwriters, placement agents or wholesalers). The original issue discount with respect to any maturity of the Bonds accrues daily over the term to maturity of such Bonds on the basis of a constant interest rate compounded semiannually (with straight-line interpolations between compounding dates). The accruing original issue discount is added to the adjusted basis of such Bonds to determine taxable gain or loss upon disposition (including sale, redemption, or payment on maturity) of such Bonds. Bondholders should consult their own tax advisors with respect to the tax consequences of ownership of Bonds with original issue discount, including the treatment of purchasers who do not purchase such Bonds in the original offering to the public at the first price at which a substantial amount of such Bonds is sold to the public.

Bonds purchased, whether at original issuance or otherwise, for an amount greater than the stated principal amount to be paid at maturity of such Bonds, or, in some cases, at the earlier redemption date of such Bonds (“Premium Bonds”), will be treated as having amortizable bond premium for federal income tax purposes. No deduction is allowable for the amortizable bond premium in the case of obligations, such as the Premium Bonds, the interest on which is excluded from gross income for federal income tax purposes. However, a Bondholder’s basis in a Premium Bond will be reduced by the amount of amortizable bond premium properly allocable to such Bondholder. Holders of Premium Bonds should consult their own tax advisors with respect to the proper treatment of amortizable bond premium in their particular circumstances.

Prospective Bondholders should be aware that certain requirements and procedures contained or referred to in the Resolution and other relevant documents may be changed and certain actions (including, without limitation, defeasance of the Bonds) may be taken or omitted under the circumstances and subject to the terms and conditions set forth in such documents. Bond Counsel has not undertaken to determine (or to inform any person) whether any actions taken (or not taken) or events occurring (or not occurring) after the date of issuance of the Bonds may adversely affect the value of, or the tax status of interest on, the Bonds.

Further, no assurance can be given that any pending or future legislation, including amendments to the Code, if enacted into law, or any proposed legislation, including amendments to the Code, or any future judicial, regulatory or administrative interpretation or development with respect to existing law, will not adversely affect the market value and marketability of, or the tax status of interest on, the Bonds. Prospective Bondholders are urged to consult their own tax advisors with respect to any such legislation, interpretation or development.

Although Bond Counsel are of the opinion that interest on the Bonds is excluded from gross income for federal income tax purposes, the ownership or disposition of, or the accrual or receipt of interest on, the Bonds may otherwise affect the federal or state tax liability of a Bondholder. Among other possible consequences of ownership or disposition of, or the accrual or receipt of interest on, the Bonds, the Code requires recipients of certain social security and certain railroad retirement benefits to take into account receipts or accruals of interest on the

Bonds in determining the portion of such benefits that are included in gross income. The nature and extent of all such other tax consequences will depend upon the particular tax status of the Bondholder or the Bondholder's other items of income, deduction or exclusion. Bond Counsel expresses no opinion regarding any such other tax consequences, and Bondholders should consult with their own tax advisors with respect to such consequences.

LEGAL MATTERS

Certain legal matters incident to the authorization, issuance and sale of the Bonds by the Town and with regard to the tax-exempt status thereof are subject to the approving opinion of. Edwards Wildman Palmer 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 for the Underwriter by its counsel Greenspoon Marder, P.A., 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 C to this Official Statement. The actual legal opinion to be delivered may vary from the text of Appendix C, if necessary, to reflect facts and law on the date of delivery of the Bonds.

The legal opinions to be delivered by Bond Counsel and Counsel to the Town 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.

The fees of Bond Counsel and counsel to the Underwriter 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, 2012. 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.

FINANCIAL ADVISOR

Public Financial Management, Inc., Orlando, Florida, is serving as Financial Advisor to the Town with respect to the Bonds. The Financial 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 Financial 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.

UNDERWRITING

The Bonds are being purchased by Citigroup Global Markets, Inc. (the “Underwriter”). The Underwriter has agreed to purchase the Bonds at a price of \$_____ (representing the par amount of the Bonds, plus a net original issue [premium/discount] of \$_____, less Underwriter’s discount of \$_____), subject to certain terms and conditions set forth in the purchase contract between the Town and the Underwriter. The Underwriter’s obligation is subject to certain conditions precedent and they will be obligated to purchase all of the Bonds if any of the Bonds are purchased. The Bonds may be offered and sold to certain dealers (including dealers depositing Bonds into investment trusts) at prices lower than the public offering prices, and such public offering prices may be changed, from time to time, by the Underwriter.

Citigroup Global Markets Inc. (“CGMI”), sole managing underwriter of the Bonds, has entered into an agreement (the “Distribution Agreement”) with TMC Bonds L.L.C. (“TMC”) for the distribution to retail investors of certain municipal securities offerings. In connection with the Distribution Agreement, TMC has established an electronic primary offering application through which certain broker-dealers and municipal securities dealers approved by CGMI and TMC (each an “Approved Party”) can submit orders for, and receive allocations of, new issue municipal securities for retail investors, and CGMI may share with TMC a portion of its underwriting compensation, which TMC may share with each Approved Party, with respect to Bonds that are allocated to such retail orders. Any such sharing will not affect the aggregate underwriting compensation set forth above or CGMI’s share of such compensation. Citigroup Financial Products Inc., CGMI’s parent company, owns a 31.35% equity interest in TheDebtCenter L.L.C., the parent company of TMC.

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—The Resolution.” 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 has been, and continues to be, in compliance with the requirements of all of its continuing disclosure undertakings.

RATINGS

Moody's Investors Service and Standard & Poor's Public Finance Ratings have assigned long-term ratings of "____" and "____" 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; Standard & Poor's, Public Finance 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 there is no assurance such ratings will continue for any given period of time or that such ratings will not be revised downward or withdrawn entirely by the rating agencies, if in the judgment of such rating agencies, circumstances so warrant. Any such downward revision or withdrawal of such ratings 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

THE RESOLUTION

APPENDIX B

COMPREHENSIVE ANNUAL FINANCIAL REPORT OF THE TOWN FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2012

APPENDIX C

PROPOSED FORM OF BOND COUNSEL OPINION

TOWN OF PALM BEACH

Town Council Meeting on: November 12, 2013

Section of Agenda

Regular Agenda - New Business

Agenda Title

Consideration of Additional Funding for the Interlocal Agreement to Jointly Pursue a Complaint against Florida Public Utilities Company (FPUC) for Non-Payment of Franchise Fees.

Presenter

Supporting Documents

- Memorandum dated November 6, 2013, from Thomas G. Bradford, Deputy Town Manager

TOWN OF PALM BEACH

Information for Town Council Meeting on: November 12, 2013

To: Mayor and Town Council

Via: Peter B. Elwell, Town Manager

From: Thomas G. Bradford, Deputy Town Manager

Re: Consideration of Additional Funding for the Interlocal Agreement to Jointly Pursue a Complaint against Florida Public Utilities Company (FPUC) for Non-Payment of Franchise Fees

Date: November 6, 2013

STAFF RECOMMENDATION

Staff recommends the Town Council provide additional funding to underwrite the Town's share of the cost of the proposed Complaint against FPUC pursuant to adopted Resolution No. 107-2013. The proposed Interlocal Agreement is between interested municipalities in Palm Beach County having a franchise agreement with FPUC to jointly pursue a Complaint against FPUC for non-payment of franchise fees. The Boca Raton (August 27) and Delray Beach (November 5) City Councils recently voted to not participate in the Interlocal Agreement. Consequently, the Town's cost share increased from the \$40,000 approved at the July 9 Town Council meeting to \$50,771 (an increase of \$10,771), assuming all other cities remain in the Interlocal Agreement.

GENERAL INFORMATION

Since FY 2010, the receipts for franchise fees from FPUC have been declining. It was determined that FPUC had unilaterally reclassified general service customers referenced in the Town's franchise agreement to Large Volume Customers not referenced in the Town's franchise agreement resulting in reduced franchise fees to the Town. In August 2012 staff sought Town Council approval to pursue a Complaint, possibly a Declaratory Relief action, against FPUC to recoup lost franchise fee revenue. The Town Council approved the request, but suggested that staff and attorneys consider seeking class action status for the Complaint. After some discussion it was determined that class action status was not an acceptable fit in this instance. Instead, it was determined that we would reach out to every municipality in Palm Beach County having a franchise agreement with FPUC to determine if there was interest to jointly pursue a Complaint against FPUC. A number of those municipalities were dealing with the same problem and trying to ascertain the cause of declining franchise fee revenue from sales of natural gas within their boundaries. We convened a number of meetings with the municipalities to determine interest and seek a mutual solution to the problem and concluded an Interlocal Agreement of the interested parties was a proper way under Florida law to jointly pursue a Complaint against FPUC. We subsequently added as a Count in the draft Complaint the issue of an unlawful de facto property tax exemption. To

date, six municipalities, in addition to Palm Beach, have formally approved the proposed Interlocal Agreement. Other municipalities were initially interested, but their reduced revenue was not sufficient to warrant participation in a formal Complaint.

The municipalities that have approved the additional funding required by the Boca Raton decision not to participate are Gulf Stream, Greenacres, West Palm Beach, Lake Park, and Atlantis. Delray Beach made their decision not to participate on November 5. It is not yet known if other cities will drop out due to the Delray Beach decision.

FUNDING/FISCAL IMPACT

The proposed Interlocal Agreement sets forth an initial budget of \$115,000 to pursue the joint Complaint. Each participating municipality pays in proportion to its percentage share of total FPUC franchise fee revenues in FY 2009. By pursuing the matter jointly with our neighbors the Town may save \$64,229 compared to proceeding without the participation of our neighbors and using the same litigation budget.

The total loss in Town franchise fee revenue through FY12 (assuming FY09 revenue would remain constant), has been approximately \$240,000 over a 3 year period, excluding reduced franchise fees attributable to the referenced property tax off-set issue. The Town's cost in pursuit of the Complaint is variable depending on whether all other cities approve the additional funding required as a result of the recent Delray Beach decision. If all current participants remain committed, the Town's cost share will be \$50,771. If approved, the additional funding of \$10,771 will come from the FY 2014 General Fund Contingency.

cc: Jane Struder, Director of Finance
John C. Randolph, Town Attorney
ScheffWright, Esq. Gardner, Bist, Wiener, Wadsworth, Bowden, Bush, Dee, LaVia & Wright, P.A.
Joanne O'Connor, Esq.

n:\town manager\tgb\agenda items\2013\approval of additional funding for interlocal agreement complaint against fpuc 111213tcm.docx

TOWN OF PALM BEACH

Town Council Meeting on: November 12, 2013

Section of Agenda

Regular Agenda - New Business

Agenda Title

Town Hall Audio/Visual System and
Potential Televising of Town Council Meetings.

Presenter

Supporting Documents

- Memorandum dated October 31, 2013 from H. Paul Brazil, P.E., Director of Public Works

TOWN OF PALM BEACH

Information for Town Council Meeting on: November 12, 2013

To: Mayor and Town Council

Via: Peter B. Elwell, Town Manager

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

Re: Town Hall Audio Visual System and Potential Televising of Town Council Meetings

Date: October 31, 2013

STAFF RECOMMENDATION

Town staff requests that the Town Council provide direction concerning televising Town Council meetings.

GENERAL INFORMATION

Town Council directed staff to explore alternatives for televising Town Council meetings. We have developed three possible alternatives and associated order of magnitude costs. Please note that many possibilities exist and costs will vary drastically within any alternative based on several factors including quality of hardware, level of technical support, and staffing.

The first alternative is an internet based solution. This consists of streaming a video feed on the internet that would accompany the existing audio feed. Our existing software can be upgraded to accommodate this additional feed. We have existing fixed cameras in the room but they are not designed for this use. An additional fixed camera would be necessary. If the camera is fixed, the people viewing the video will only see what the camera is focused on. The quality of the camera will impact both the cost and usefulness of this alternative. An order of magnitude cost for this alternative is \$25,000. This includes hardware, software, installation, service/support, and training. We also have limited bandwidth. A monthly cost on the order of \$250 to increase our existing bandwidth is anticipated. No additional staff is required for a fixed camera alternative.

The second alternative is an actual television broadcast. We currently have a Comcast connection that will allow us to broadcast out to an existing cable channel (local channel 20). The physical connection comes in to the building on the third floor. We do not have any of the necessary hardware. We need a television camera and a physical connection from Council chambers to the third floor. A fixed camera alternative is anticipated to cost on the order of \$75,000 to \$100,000. The quality of the hardware selected could drastically impact cost. We currently do not have a monthly charge for this connection. We do not know if increased use will lead to a monthly charge. More than one camera or a movable camera would require an operator.

In either of the first two alternatives, the broadcast could be “split screen” showing the dais and the podium on fixed camera views if the Town Council so directed and authorized additional funding.

The third alternative is a system similar to the City of West Palm Beach or Palm Beach County. It includes several moveable cameras that are actively operated. In the case of West Palm Beach and Palm Beach County, the active operation is controlled from a studio separate from commission chambers. This alternative would cost several hundred thousand dollars to implement and would require additional trained staff. Professional expertise would be needed to further evaluate this alternative. Interested residents have offered to assist the Town in planning and/or implementing such a system, but the extent of their expertise and/or commitment has not been explicitly defined.

FUNDING/FISCAL IMPACT

The fiscal impact will be based on the direction given by the Town Council. This is not a previously planned project and no funding allocation currently exists.

cc: Eric B. Brown, P.E., Director of Public Works
Jane Struder, Director of Finance
Spencer Wilson, Information Systems Manager

TOWN OF PALM BEACH

Town Council Meeting on: November 12, 2013

Section of Agenda

Regular Agenda - New Business

Agenda Title

Update re: U.S. Army Corps of Engineers Proposed Deepening and Widening Project for Lake Worth Inlet and Port of Palm Beach.

Presenter

Supporting Documents

- Memorandum dated October 23, 2013, from H. Paul Brazil, P.E., Director of Public Works

TOWN OF PALM BEACH

Information for Town Council Meeting on: November 12, 2013

To: Mayor and Town Council

Via: Peter B. Elwell, Town Manager

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

Re: U.S. Army Corps of Engineers Lake Worth Inlet Deepening and Widening/Port of Palm Beach Expansion Update

Date: October 23, 2013

STAFF RECOMMENDATION

No action is required for this item, unless deemed necessary by Town Council.

GENERAL INFORMATION

The U.S. Army Corps of Engineers (USACE) were issued a Joint Coastal Permit (JCP) from the State of Florida Department of Environmental Protection (FDEP) for maintenance dredging on September 6, 2006. The expiration date for the construction phase of the Palm Beach Harbor Maintenance Dredging project is March 17, 2015. With the USACE planning to perform beach placement activities biennially, the next scheduled maintenance dredging project would be in the Winter of 2014/Spring of 2015.

On September 15, 2013, the USACE submitted a JCP application for a 10-year “maintenance” permit request to the FDEP for the Lake Worth Inlet & Palm Beach Harbor Construction and Maintenance Dredging Project.

In addition to the elements included within the 2006 maintenance dredging permit issued by FDEP, the USACE’s submittal request includes a 5-year “new” permit request for deepening and widening of the existing Federal project. The “new” permit request also includes a 1,350-foot southern extension of the current beach disposal area from Angler Avenue to approximately Palmo Way. FDEP issued a request for additional information on October 17, 2013. The information requested by FDEP includes, but is not limited to, proposed construction schedule, geotechnical data, sediment QA/QC plan, NMFS Biological Opinion, seagrass mitigation plan, and hardbottom mitigation plan.

The USACE is currently waiting on National Marine Fisheries Service (NMFS) issuance of a Biological Opinion report in order to have the feasibility stage/Environmental Impact Statement process complete and further the ongoing permitting process.

According to USACE staff, the proposed construction schedule is to be finalized by the USACE Civil Works Review Board (CWRB) on December 17, 2013. If the CWRB recommends that the project be signed off by USACE Headquarters, the project would become a USACE approved project once signed. Signature may be expected sometime in March 2014.

Following USACE project approval and FDEP permitting, Congress would have to authorize the project and funds would need to be appropriated by Congress and by the non-Federal sponsor (Port of Palm Beach).

Due to the above described permitting and funding uncertainties, USACE staff has advised that their “realistic/optimistic” schedule for construction of the deepening/widening project is that it would occur between November 1, 2016 and February 28, 2017.

RW

cc. Thomas G. Bradford, Deputy Town Manager
Robert Weber, Coastal Coordinator

TOWN OF PALM BEACH

Town Council Meeting on: November 12, 2013

Section of Agenda

Regular Agenda - New Business

Agenda Title

Harbour House Request for (a) Waiver to Town Code for Construction During Season and (b) Temporary Use of Phipps Ocean Park Beach Access.

Presenter

Supporting Documents

- Memorandum dated October 23, 2013, from H. Paul Brazil, P.E., Director of Public Works
- Letter dated October 3, 2013, from Harbour House
- Letter dated October 23, 2013, from Ron Dixon

TOWN OF PALM BEACH

Information for Town Council Meeting on: November 12, 2013

To: Mayor and Town Council

Via: Peter B. Elwell, Town Manager

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

Re: Harbour House Request for Waiver to Town Code for Construction During Season and Temporary Use of Phipps Ocean Park Beach Access

Date: October 23, 2013

STAFF RECOMMENDATION

Staff recommends that the Town Council approve access through Town property of Phipps Ocean Park for Murray Logan Construction to repair the seawall protecting the Harbour House Condominium, and for a waiver to Town Code of Ordinances Sections 42-198 and 42-226 through 42-229 for construction operations “in season.”

GENERAL INFORMATION

On October 3, 2013, Town staff received a request from the Harbour House Condominium, 2295 South Ocean Boulevard, to obtain permission to utilize the beach access at Phipps Ocean Park for construction equipment needed to move sand fronting their seawall in order to perform repairs.

On October 10, 2013, Town staff received additional clarification regarding the Harbour House request from engineering consultant Ron Dixon of Dixon & Associates, Inc. The additional information explained that the requested access at Phipps Ocean Park would only be utilized on two individual days (one for excavation and one for backfilling, approximately two weeks apart). Flagmen will escort equipment while on the beach. All disturbed areas in the park will be restored to original condition.

Town staff met with the Harbour House on October 22, 2013, and explained the Town Codes for construction after December 1. Since their State of Florida Department of Environmental Protection (FDEP) permit is valid until December 30, 2013, work is anticipated to be performed “in season”. Harbour House, their engineering consultant Dixon & Associates, Inc., and their construction contractor Murray Logan, have all agreed that work days and hours would be consistent with Town Code – Monday through Friday, 8 a.m. to 5 p.m., excluding holidays.

With a Reach 7 partial beach nourishment project currently planned for later this winter season, it is preferable that this seawall repair occur before additional sand is placed.

With receipt of correspondence from Ron Dixon on October 23, 2013, the Harbour House requests waivers of the following applicable 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).

Sections 42-226 through 229 – regulates noise, equipment operation, and work hours and the standard Town requirement to “stand down for the season”.

Approval of these requests would be consistent with prior Town Council approval of similar requests from other property owners doing construction/maintenance of private storm protection projects.

FUNDING/FISCAL IMPACT

There is no funding/fiscal impact related to this Harbour House request.

RW

Attachments

cc. Thomas G. Bradford, Deputy Town Manager
Kirk Blouin, Director of Public Safety
Robert Weber, Coastal Coordinator



Address correspondence to
2295 SOUTH OCEAN
BOULEVARD CORP.
5 6 1 - 5 8 2 - 3 5 4 8
FAX 5 6 1 - 5 8 2 - 2 3 9 1

H A R B O U R H O U S E / P A L M B E A C H
2295 South Ocean Boulevard, Palm Beach, Florida 33480

October 3, 2013

Mr. Paul Brazil P. E.
Director of Public Works
Town of Palm Beach
P.O. Box 2029
Palm Beach, FL 33480

Re; Harbour House Seawall Returns

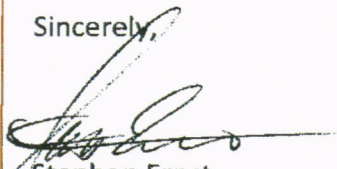
Dear Mr. Brazil:

The Harbour House Cooperative Association is planning to add concrete facing to the sheet pile returns on our seawall. Our contractor Murray Logan Construction will need to access the beach with small excavating equipment from Phipps Park. Please accept this letter as our request for permission from the Town of Palm Beach to access the beach from Phipps Park.

We have a DEP permit for this construction.

Please call if you have any questions and thank you for your assistance.

Sincerely,



Stephen Ernst
General Manager

DIXON AND ASSOCIATES ENGINEERS, INC.
3600 NORTH SHORE DRIVE
WEST PALM BEACH, FL 33407
Telephone 561 684 1279
Fax 561 842 9616
Email dixeng@bellsouth.net

October 23, 2013

Mr. Robert Weber
Town of Palm Beach
P. O. Box 2029
Palm Beach, FL 33480

Re: The Harbour House

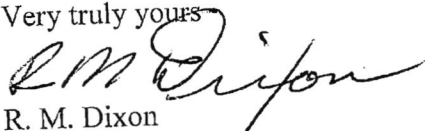
Dear Mr. Weber;

The Harbour House is planning construction on the return seawalls. Murray Logan Construction will be the contractor. We need council approval to work on the site during the season. The working hours will be as required by the Town and we will need no variances for working hours.

We request approval from the council to work on the beach during the season.

Please call if you have any questions or need any more information,

Very truly yours



R. M. Dixon
PE 10314

Cc The Harbour House

TOWN OF PALM BEACH

Town Council Meeting on: November 12, 2013

Section of Agenda

Regular Agenda - New Business

Agenda Title

Annual Report Re: Delinquent Accounts.

Presenter

Supporting Documents

- Memorandum Dated November 1, 2013, from Jane Struder, Finance Director
- Delinquent Accounts
- Memorandum Dated October 14, 2013, from Police Department

TOWN OF PALM BEACH

Information for Town Council Meeting on: November 12, 2013

To: Mayor and Town Council

Via: Peter B. Elwell, Town Manager

From: Jane Struder, Finance Director

Re: Status Report of Delinquent Accounts

Date: November 1, 2013

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	FY2013 Revenue Collected	% of Write off vs. Total Revenue
EMS Charges	\$54,909	\$373,811.58	14.7%
Code Enforcement Fines	4,025	416,394.39	0.9%
Parking Tickets (FY2010)			
Tickets	43,545	677,921.80	6.4%
Penalties	<u>86,511</u>	<u>211,500.00</u>	40.9%
Total	\$188,990	\$1,679,626	

GENERAL INFORMATION

Status of Delinquent Accounts - Year End Update

Attached is the September 30, 2013, Status of Delinquent Accounts report for your review. This report includes outstanding code enforcement liens, fire prevention fees and a notice of abatement fine. The total amount of delinquent accounts on this report equals \$2,730,313.94. Most of the balance is made up of code enforcement liens. The numerous \$150 amounts under code enforcement liens represent code enforcement administrative fees. These fees are an assessment of the cost associated with processing a case where the Town prevails before the Code Enforcement Board at the initial finding of violation and issuance of an order of the Board.

The Police Department is requesting that \$4,025 of these small amounts be written off as uncollectible. (See attached letter for description of cases.)

Overall, aside from the code enforcement liens and the notice of abatement, the fire prevention receivables are current. 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 \$54,909.38 in uncollectible EMS fees. During FY13, the Town contracted with EMS Management and Consultants, Inc. (EMSMC) to bill and collect EMS fees. They took over the process on December 1, 2012. The collection process has been followed and all notices have been sent and these accounts have been sent to the collection agency (NRA). In 2012, we contracted with National Recovery Agency (NRA) to collect the delinquent EMS and other outstanding accounts. EMSMC sends the uncollectible accounts to NRA on a monthly basis.

The total amount due on EMS accounts is shown below.

Total amount due on EMS accounts as of September 30, 2013: \$174,972.20

Total amount of delinquent accounts as of September 30, 2013: \$61,391.27

The collection rate for the FY2013 is: 56.6%

Total revenue from EMS fees for FY2013: \$373,811.58

The collection rate for EMS is lower than in prior years since we are in the first year with EMSMC. We expect this rate to improve and will be watching it during the upcoming year to ensure EMSMC is performing up to our expectations.

Parking Tickets

The Town uses a collection agency, Enforcement Technology (ET) to collect on delinquent and out-of-state parking tickets. During FY13, their efforts to collect on delinquent tickets have produced \$86,390 in additional parking ticket revenue, an increase from \$71,777 in FY12. ET has been paid \$34,199 for their efforts during the year.

Revenues from parking tickets and associated penalties for FY13 were \$109,902 lower than FY12. The number of parking tickets issued in FY13 decreased by 18.6%.

The collection rate for FY2011 parking tickets is 91%, for FY2012 it is 91% and for FY2013 thus far the rate is 87%.

Last year, Town Council authorized staff to write off tickets issued during fiscal year 2009. We are requesting that the Town Council authorize staff to write off outstanding parking tickets and penalties issued prior to September 30, 2010, totaling \$130,056. This total consists of original tickets issued in the amount of \$43,545 and \$86,511 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 on the next page compares FY2012 vs. FY2013 write off and receivable balances.

jls

cc: Department Directors
John C. Randolph, Town Attorney

Comparison of FY2012 vs. FY2013 Receivable Report

Write off Amounts

Type of Charge	FY2012	FY2013
EMS Charges	\$10,139	\$54,909
Business Tax Receipts	\$35,905	\$0
Code Enforcement Fees	\$0	\$4,025
Parking Tickets	\$143,925	\$130,056

Balance of Delinquent Accounts

Type of Charge	FY2012	FY2013
Code Enforcement Liens	\$1,964,928	\$2,728,478
Notice of Abatement	\$0	\$1,526
Fire Prevention Fees	\$275	\$310
EMS Charges	\$238,264	\$174,972
Parking Tickets		
Tickets	\$228,102	\$286,747
Penalties	\$390,831	\$377,136

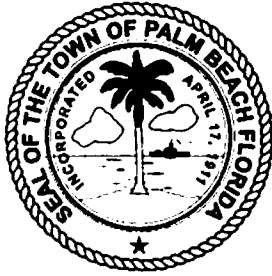
Revenues from above sources

Type of Charge	FY2012	FY2013
Code Enforcement Liens	\$248,450	\$416,394
EMS Fees	\$462,108	\$373,812
Parking Tickets and Penalties	\$999,323	\$889,421

**Town of Palm Beach
Delinquent Accounts
October 31, 2013**

Name	Address	Case Number	Principal Due	Penalty/ Interest Due	Total Due	Date of Lien	Action Taken
Code Enforcement Liens							
Robert & Louisa Dean	232 Cherry Lane	Case #06-2042	\$150.00	\$0.00	\$150.00	12/29/2006	CEB Costs 10/19/06
Robert & Beverly Lowder	129 Chilian Ave	Case #06-2073	\$150.00	\$35,227.84	\$35,377.84	04/12/2007	Fine not reduced by CEB
Erik Gilbertson	151 Chilian Ave	Case #07-2089	\$150.00	\$587,000.00	\$587,150.00	01/31/2008	Daily Running Fine of \$250.00 started 05/17/07
Susan Gibson- Case 1	226 Pendleton Ave	Case #07-2277	\$150.00	\$43,400.00	\$43,400.00	08/11/2010	Also has daily running fine under this case # 07-2277
Susan Gibson - Case 2	226 Pendleton Ave	Case #07-2277	\$0.00	\$548,250.00	\$548,250.00	08/11/2010	Daily Running Fine of \$250.00 started 10/18/07
Violet Alexander	259 Oleander Ave	Case #07-2363	\$150.00	\$4,600.00	\$4,750.00	06/02/2008	Fine reduced by CEB from \$9500.00
E. Nordin Gilbertson	151 Chilian Ave	Case #08-2478	\$150.00	\$498,750.00	\$498,900.00	07/31/2008	Daily Running Fine of \$250.00 Started 05/02/08
C.J.'s Simply Gourmet Inc	235 Sunrise Avenue	Case #08-2497	\$400.00	\$0.00	\$400.00	07/31/2008	Fine of \$250.00: CEB Cost of \$150.00
C.J.'s Simply Gourmet Inc	235 Sunrise Avenue	Case #08-2498	\$400.00	\$0.00	\$400.00	07/31/2008	Fine of \$250.00: CEB Cost of \$150.00
C.J.'s Simply Gourmet Inc	235 Sunrise Avenue	Case #08-2499	\$150.00	\$500.00	\$650.00	07/31/2008	Fine of \$500.00: CEB Cost of \$150.00
C.J.'s Simply Gourmet Inc	235 Sunrise Avenue	Case #08-2500	\$150.00	\$500.00	\$650.00	07/31/2008	Fine of \$500.00: CEB Cost of \$150.00
Charles W. Smith	242 Cherry Lane	Case #08-2585	\$0.00	\$16,000.00	\$16,000.00	06/08/2010	Fine: mtg. holder in foreclosure process
Joseph Cain	893 South County Road	Case #10-2691	\$150.00	\$1,500.00	\$1,650.00	02/26/2010	Fine of \$1500.00 and CEB Costs
Susan C Lee	287 Pendleton Ave	Case #10-2706	\$150.00	\$321,750.00	\$321,900.00	06/02/2010	Daily Fine of 250.00 started 4/10/10:CEB costs
Robert A & Louisa A Dean	232 Cherry Lane	Case #10-2708	\$150.00	\$750.00	\$900.00	06/02/2010	Daily Fine of \$75.00 started 4/10/10:CEB costs
Florida Capital Management	237 Brazilian Ave	Case #10-182	\$150.00	\$54,600.00	\$54,750.00	10/13/2010	Daily Fine of \$250.00 started 8/3/10
E Nordin Gilbertson	151 Chilian Ave	Case #11-105	\$150.00	\$3,200.00	\$3,350.00	04/27/2011	\$150 CEB on 3/17 - \$100 per day 4/1/11
Charles W. Smith	242 Cherry Lane	Case #11-200	\$150.00	\$115,350.00	\$115,500.00	06/24/2011	\$150 CEB Paid: \$250 per day
Salomon & Ellen Bittor	142 Via Palma	Case #11-641	\$150.00	\$37,625.00	\$37,775.00	08/09/2011	\$150 CEB\$125 per day 06/25/11
Benjamin Casas	2145 So. Ocean Phipps	Case #11-729	\$275.00	\$0.00	\$275.00	collections	\$150 CEB 7/21/11 & \$125 Alcoholic Fine
Salomon & Ellen Bittor	142 Via Palma	Case #11-778	\$150.00	\$14,500.00	\$14,650.00	09/29/2011	\$150.00 CEB + \$250 per day 8/27/11
Estate of Gertrude Maxwell	1700 So. Ocean Blvd	Case #11-1024	\$150.00	\$45,750.00	\$45,900.00	09/27/2011	\$150.00 CEB \$250 per day 9/1/11
Flori	350 South County Rd #100.00	Case #11-1241	\$150.00	\$0.00	\$150.00	collections	\$150.00 CEB on 9/15/11
B 17 LLC	220 Onondaga Ave	Case #11-1539	\$150.00	\$125.00	\$275.00	04/13/2012	\$150 CEB on 01/19/12 - \$125 Fine
Robert Ailee Barnes Jr	335 Seaspray Ave	Case #11-1553	\$150.00	\$250.00	\$400.00	collections	\$150 CEB on 12/15/11 and \$250 fine
Reynco Inc	242 Colonial Lane	Case #11-1629	\$150.00	\$125.00	\$275.00	06/20/2012	\$150 CEB on 01/19/12 - \$125 Fine
Anthony David Hill	258 Wells Road	Case #11-1727	\$150.00	\$250.00	\$400.00	collections	\$150 CEB on 1/19/12 - \$250 Fine
Robert & Beverly Lowder	129 Chilian Ave	Case #12-16	\$150.00	\$139,750.00	\$139,900.00	04/27/2012	\$150 CEB on 3/22 - \$250 per day 4/07/12
Paul Pomfret	168 Reef Road	Case #12-19	\$150.00	\$125.00	\$275.00	6/13/2012	\$150 CEB on 2/23 - \$125 water fine
Armenta Landscape	2875 S. Ocean Blvd	Case #12-86	\$150.00	\$250.00	\$400.00	collections	\$150 CEB on 3/22 - \$250 water fine
James R Thompson Est	211 Caribbean Road	Case #12-315	\$150.00	\$64,500.00	\$64,650.00	5/29/2012	\$150 CEB on 4/19 \$250 per day starts 5/1/12
Christopher Kaufmann	434 Seaspray Ave	Case #12-389	\$150.00	\$0.00	\$150.00	6/28/2012	\$150 CEB on 5/17/12
Alan Bohane Sotheby's	340 Royal Poinciana Way	Case #12-499	\$150.00	\$0.00	\$150.00	collections	\$150 CEB on 6/21/12
Tucker's Tree Service	1080 N Ocean Blvd	Case #12-729	\$275.00	\$0.00	\$275.00	collections	\$150 CEB on 6/21/12 and \$125 Fine
Palm Beach Park Center	440 Royal Palm Way	Case #12-854	\$150.00	\$55,600.00	\$55,750.00	9/5/2012	\$250 per day start 8/1/12
Comelia Lorentzer	353 Seaspray Ave	Case #12-893	\$150.00	\$0.00	\$150.00	11/20/2012	\$150 CEB on 9/20/12
Tamara Fisher	164 Seminole Ave	Case #12-1093	\$150.00	\$0.00	\$150.00	12/5/2012	\$150 CEB on 9/20/12
Margaret K Hoffmeier	155 Root Trail	Case #12-1095	\$150.00	\$20,000.00	\$20,150.00	11/6/2012	\$150 CEB on 9/20/12 \$100 daily Fine
Sidney & Dorothy Koh	1070 N Lake Way	Case #12-1522	\$150.00	\$1,850.00	\$2,000.00	Attorney	\$150 CEB on 3/21/13 - \$250 per day 9/1/13
Price Williams III	100 Block of List Road	Case #12-1581	\$150.00	\$250.00	\$400.00	not property owner	\$150 CEB on 01/17/13 - \$250 CEB Solicitor
Erik D. Williams	241 Bahama Lane	Case #12-1582	\$150.00	\$250.00	\$400.00	not property owner	\$150 CEB on 01/17/13 - \$250 CEB Solicitor
Mario T Massenburg	241 Bahama Lane	Case #12-1583	\$150.00	\$250.00	\$400.00	not property owner	\$150 CEB on 01/17/13 - \$250 CEB Solicitor
Joseph Lee Cochran	217 Clarke Ave	Case #12-1587	\$150.00	\$250.00	\$400.00	not property owner	\$150 CEB on 01/17/13 - \$250 CEB Solicitor
Jesilyn Marie Phelps	217 Clarke Ave	Case #12-1588	\$150.00	\$250.00	\$400.00	not property owner	\$150 CEB on 01/17/13 - \$250 CEB Solicitor
Aaron John Cobb	200 Block Barten Ave	Case #12-1589	\$150.00	\$250.00	\$400.00	not property owner	\$150 CEB on 01/17/13 - \$250 CEB Solicitor
Austin Robert York	200 Block Barten Ave	Case #12-1590	\$150.00	\$250.00	\$400.00	not property owner	\$150 CEB on 01/17/13 - \$250 CEB Solicitor
Estate of Gertrude Maxwell	1700 So. Ocean Blvd	Case #12-1607	\$150.00	\$2,000.00	\$2,150.00	4/19/2013	\$150 CEB on 2/21/13 \$150 per day starts 4/5/13
Sandell Corp	111 Atlantic Ave	Case #13-6	\$150.00	\$0.00	\$150.00	5/20/2013	\$150 CEB on 2/21/13
Jennifer Condie	264 Seminole Ave	Case #13-249	\$150.00	\$250.00	\$400.00	not property owner	\$150 CEB on 4/18/13 & \$250 CEB Fine
2842 S Ocean & Omphoy	2842 S. Ocean Blvd	Case #13-317	\$150.00	\$29,100.00	\$29,250.00	7/12/2013	\$150 CEB on 5/16/13 CEB cost paid \$250 / day CEB on 6/20/13
Jackie Rogers	240 Worth Ave #M	Case #13-406	\$150.00	\$125.00	\$275.00	not property owner	\$150 CEB on 5/16/13 & \$125 CEB Fine
Jackie Rogers	240 Worth Ave #M	Case #13-411	\$150.00	\$250.00	\$400.00	not property owner	\$150 CEB on 5/16/13 & \$250 CEB Fine
Louisa A Dean	232 Cherry Lane	Case #13-433	\$150.00	\$23,000.00	\$23,150.00	8/26/2013	\$150 CEB on 7/18/13
Estate of Gertrude Maxwell	1700 S. Ocean Blvd	Case #13-440	\$150.00	\$38,500.00	\$38,650.00	7/3/2013	\$150 CEB on 6/20/13 & \$500/Day starts 5/24/13
Jennifer Condie	100 Block of Bradley Place	Case #13-481	\$150.00	\$400.00	\$500.00	not property owner	\$150 CEB on 6/20/13 & \$250 CEB Fine
Gayle Petersen	151 Reef Road	Case #13-621	\$0.00	\$125.00	\$125.00		\$150 CEB on 7/18/13 & \$125 CEB Fine-Pd Admin Cos
The Palm Beach Hotel Condc	235 Sunrise Avenue	Case #13-621	\$150.00	\$0.00	\$150.00		\$150 CEB on 10/17/13
Shorehaven LLC	445 Brazilian Ave	Case #13-680	\$150.00	\$8,500.00	\$8,650.00	10/2/2013	\$150 CEB on 8/15/13 \$250 per day 9/14/13

Notice of Abatement Estate of Gertrude Maxwell	209 Via Linda	Case #13-699	\$150.00	\$0.00	\$150.00	\$150 CEB on 10/17/13
	240 Angler Ave	Case #13-726	\$150.00	\$0.00	\$150.00	\$150 CEB on 9/19/13
	111 Atlantic Ave	Case #13-765	\$150.00	\$1,250.00	\$1,400.00	\$150 CEB on 8/15/13 & \$1250 Fine on 8/15/13
	50 Middle Road	Case #13-768	\$150.00	\$0.00	\$150.00	\$150 CEB on 10/17/13
	160 Royal Palm Way	Case #13-777	\$0.00	\$750.00	\$750.00	\$150 CEB on 9/19/13-paid, \$250 per day 10/15/13
	172 Worth Ave	Case #13-813	\$150.00	\$125.00	\$275.00	\$150 CEB on 9/19/13 and \$125 Fine
	340 Royal Poinciana Way #33C	Case #13-815	\$150.00	\$125.00	\$275.00	\$150 CEB on 9/19/13 and \$125 Fine
	Jay's Construction Inc	Case #13-822	\$250.00	\$250.00	\$400.00	\$150 CEB on 9/19/13 and \$250 Fine
	Golfview Holdings LLC	Case #13-838	\$150.00	\$0.00	\$150.00	\$150 CEB on 10/17/13
			Total Code Enforcement	\$10,200.00	\$2,718,277.84	\$2,728,477.84
Fire Prevention Citibank FSB 221 Oleander Apts Casa Del Lago	400 Royal Palm Way	Invoice #13072315502	\$100.00	\$0.00	\$100.00	Property Liened by Attorney
	221 Oleander Avenue	Invoice #13080915501	\$100.00	\$0.00	\$100.00	
	325 So Lake Drive	Invoice #13080915511	\$100.00	\$0.00	\$100.00	
		Total Fire Prevention	\$300.00	\$10.00	\$310.00	
		Total Monies Due to the Town	\$12,026.10	\$2,718,287.84	\$2,730,313.94	



TOWN OF PALM BEACH POLICE DEPARTMENT

DEDICATED TO EXCELLENCE



To: Kirk W. Blouin, Director of Public Safety 
From: Raychel Houston
Via: Chain of Command
Re: Code Enforcement Board Fine Write-Offs for Finance
Date: October 14, 2013

The following Code Enforcement Board fines need to be written off as uncollectible losses for the Town:

<u>Case</u>	<u>Name</u>	<u>Violation Address</u>	<u>Amount</u>
Case # CE 11-729	Benjamin Casas	2145 S. Ocean Blvd.	\$275.00
Case # CE 11-1553	Absolute Marketing	332 Seaspray Ave.	\$400.00
Case # CE 11-1727	Anthony David Hill	258 Wells Road	\$400.00
Case # CE 12-499	Alan Bohane	340 Royal Poinciana Way	\$150.00
Case # CE 12-1581	Price Williams III	100 block List Road	\$400.00
Case # CE 12-1582	Erik D. Williams	241 Bahama Lane	\$400.00
Case # CE 12-1583	Mario Massenburg	241 Bahama Lane	\$400.00
Case # CE 12-1587	Joseph Lee Cochran	217 Clarke Ave.	\$400.00
Case # CE 12-1588	Jessilyn M. Phelps	217 Clarke Ave.	\$400.00
Case # CE 12-1589	Aaron John Cobb	200 block Barton Ave.	\$400.00
Case # CE 12-1590	Austin Robert York	200 block Barton Ave.	\$400.00
<u>Total:</u>			\$4025.00

Case # CE 11-729 – This was a NOV written to Benjamin Casas by Ofc. Saridakis for an open container of alcohol at Phipps Park. The individual did not pay the fine or appear at the Code Enforcement Board hearing so he was found in violation and assessed \$150 in hearing costs and ordered to pay the \$125 fine. Mail directed to the address given by Mr. Casas was returned as “not deliverable as addressed”. The case was forwarded to our collection agency, National Recovery Agency and they advised they have been unable to locate Mr. Casas and their case status as of 5/12 is “Skip trace done – no new info”.

Case # CE 11-1553, CE 11-1727, CE 12-1581, CE 12-1582, CE 12-1583, CE 12-1587, CE 12-1588, CE 12-1589 and CE 12-1590 – These were all NOVs written by police officers in 2011/2012 for solicitation without the required Town permit. The individuals did not pay the fines or appear at

Code Enforcement Board Write-Offs

October 14, 2013

Page 2

the scheduled Code Enforcement Board meetings. All of the individuals were mailed copies of the Code Enforcement Board orders and follow up letters requesting payment, however, mail was returned, "not deliverable as addressed, unable to forward". All of these individuals live out of state and many provided only verbal information reference a date of birth and address. All of those cited were involved in the door to door sales of magazines by companies that generate numerous complaints to police departments, consumer affairs and the Better Business Bureau. The available information was forwarded to our collection agency, National Recovery Agency, but to date, there has been no additional information on locating and collecting the fines/costs from these individuals.

Case # CE 12-499 – This case was referred by Debby Morakis from Planning, Zoning and Building who advised Mr. Bohane, a realtor with Sotheby's International Realty had not obtained his required business tax receipt. The office manager at Sotheby's confirmed that Mr. Bohane had his real estate license registered with their office but said they had been unable to contact him after numerous attempts. Mr. Bohane did not appear when the case was heard at the Code Enforcement Board and he was ordered to obtain the required business tax receipt and assessed \$150 in administrative costs. The case was turned over to National Recovery Agency but all mail to Mr. Bohane's last known address has been returned as undeliverable.

If you have any questions or need additional clarification, please call me at 227-6386.

TOWN OF PALM BEACH

Town Council Meeting on: November 12, 2013

Section of Agenda

Ordinances - Second Reading

Agenda Title

ORDINANCE NO. 20-2013 An Ordinance of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Amending the Town Code of Ordinances at Chapter 134, Zoning; Article X, On-Street Parking Permits; Division 2, Residential Districts; Section 134-2296, Issuance of Special Parking Permits upon Application, to Include a New Subparagraph (D) to Provide for the Issuance of Temporary Group Permits; Amending Division 3, Residential Districts Adjacent to Commercial Districts; Section 134- 2328, Temporary Group Permits, to Provide for an Application Fee; Providing for Severability; Providing for Repeal of Ordinances in Conflict; Providing for Codification; Providing an Effective Date.

Request for Deferral to the February 11, 2014, Town Council Meeting Per Memo Dated September 27, 2013, from Thomas G. Bradford, Deputy Town Manager.

Presenter

Supporting Documents

- Memorandum dated September 27, 2013, from Thomas G. Bradford, Deputy Town Manager
- Ordinance No. 20-2013

TOWN OF PALM BEACH

Information for Town Council Meeting on: November 12, 2013

To: Mayor and Town Council

Via: Peter B. Elwell, Town Manager

From: Thomas G. Bradford, Deputy Town Manager

Re: Ordinance Creating the Option for Temporary Group Permits in Residential Permit
Parking Areas; Request for Deferral to the February 2014 Town Council Meeting
Ordinance No. 20-2013

Date: September 27, 2013

STAFF RECOMMENDATION

Staff recommends Town Council defer Ordinance No. 20-2013 to the February 2014 Town Council meeting to allow the Planning and Zoning Commission to review the ordinance at their January 2014 meeting.

GENERAL INFORMATION

Ordinance No. 20-2013, was approved by the Town Council on first reading on October 8. The ordinance is an amendment of the parking regulations within the zoning code. It is recommended that the ordinance be deferred until the February 2014 Town Council meeting to enable the Planning and Zoning Commission to review and make a recommendation to you in regard to the ordinance before taking any final action.

cc: Jane Struder, Director of Finance
Kirk Blouin, Director of Public Safety
Dan Szarszewski, Deputy Chief of Police
Amy Wood, Accounting Supervisor
Raychel Houston, Parking/Code Enforcement Manager

N: TGB\Agenda Items\2013\ Request for Deferral Ord. No. 20-2013 111213 TCM

ORDINANCE NO. 20-2013

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, AMENDING THE TOWN CODE OF ORDINANCES AT CHAPTER 134, ZONING; ARTICLE X, ON-STREET PARKING PERMITS; DIVISION 2, RESIDENTIAL DISTRICTS; SECTION 134-2296, ISSUANCE OF SPECIAL PARKING PERMITS UPON APPLICATION, TO INCLUDE A NEW SUBPARAGRAPH (d) TO PROVIDE FOR THE ISSUANCE OF TEMPORARY GROUP PERMITS; AMENDING DIVISION 3, RESIDENTIAL DISTRICTS ADJACENT TO COMMERCIAL DISTRICTS; SECTION 134-2328, TEMPORARY GROUP PERMITS, TO PROVIDE FOR AN APPLICATION FEE; 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 134, Zoning; Article X, On-Street Parking Permits; Division 2, Residential Districts; Section 134-2296, to read as follows:

Sec. 134-2296. Issuance of special parking permits upon application.

(a) Following the official designation of a controlled parking residential area, the finance department shall issue appropriate residential parking permits. Upon application a permit shall be issued only to the owner or operator of a motor vehicle who resides in the controlled parking residential area in which he resides.

(b) The application for a permit shall contain the name of such owner or operator of the motor vehicle; residential address; and the motor vehicle's make, model and registration number. The motor vehicle's registration may, at the discretion of the finance department, be required to be presented at the time of making the application in order to verify the contents thereof. If the vehicle is registered at an address other than the local residence, the applicant shall provide other sufficient proof, acceptable to the finance department, showing residency within the controlled residential parking area. The permit shall be valid for a fiscal

year, as defined in section 134-2292, and shall be renewed for each successive fiscal year. A fee, as determined by resolution of the town council shall be charged for the annual permit and shall be payable at the finance department. After the initial permit has been issued, any renewal shall be affixed to the vehicle no later than October 15 of the applicable current year.

(c) Visitor/service permits. Upon application by such owner, up to two visitor/service permits may be issued, which permits may be used by such owner for the sole purpose of providing parking on a temporary basis to service vehicles which are conducting work at such owner's premises or for visitors of such owner's residence. The permits shall be used only for the period of time during which business is to be conducted by the service vehicles or for the duration of stay of a visitor to the residence for which the permit is issued.

The application for a visitor/service permit or permits shall be filed by such owner. The permit or permits shall be valid for a fiscal year as defined in section 134-2292 and may be renewed each successive fiscal year. A fee, as determined by resolution of the town council shall be charged for each visitor/service permit and shall be payable at the finance department. These permits shall not be affixed to the vehicle, but shall be placed in a clearly visible place on the inside of the visitor's or service vehicle observable through the front windshield of the vehicle. The permits shall be valid only for the period of time during which the service vehicle is conducting work at the premises or for the period of time a visitor is at the premises.

(d) Temporary group permits. A temporary group permit may be issued on application of any resident of the district for only one day and for no more than four (4) hours on that day upon a showing by the applicant that during the hours for which the permits are to be issued his or her residence will be used for an assemblage of persons in a way consistent with its residential character and other provisions of law and that such visitors would not be able to park their vehicles without violating the law. However such permits for such an assemblage of persons shall only be issued upon a finding of the facts stated in this section and a further finding that the issuance of such permits will not impair public safety during the time of their validity, and in this connection such permits may be limited as to the streets or portions of streets on which they shall be valid. Finally, the number of such permits issued shall not at any time exceed 50 percent of the number of spaces available in the area in which they are valid.

The application for a temporary group permit shall be filed by the resident seeking the permit. A fee as determined by resolution of the Town Council shall be charged for each temporary group permit. The permits shall not be affixed to the vehicle, but shall be placed in a clearly visible place on the inside of the visitor's vehicle observable through the front windshield of the vehicle.

Section 2. The Code of Ordinances of the Town of Palm Beach is hereby amended at Chapter 134, Zoning; Article X, On-Street Parking Permits; Division 3, Residential Districts Adjacent to Commercial Districts; Section 134-2328, to read as follows:

Sec. 134-2328. Temporary group permits.

Under this division, on application of any resident of the district, permits, to be valid for only one day and for no more than four hours on that day, may be issued upon a showing by the applicant that during the hours for which the permits are to be issued his residence will be used for an assemblage of persons in a way consistent with its residential character and other provisions of law, and that such visitors would not be able to park their vehicles without violating the law. However, such permits for such an assemblage of persons shall only be issued upon a finding of the facts stated in this section and a further finding that the issuance of such permits will not impair public safety during the time of their validity, and in this connection such permits may be limited as to the streets or portions of streets on which they shall be valid. Finally, the number of such permits issued shall not at any time exceed 50 percent of the number of spaces available in the area in which they are valid.

The application for a temporary group permit shall be filed by the resident seeking the permit. A fee as determined by resolution of the Town Council shall be charged for each temporary group permit. The permits shall not be affixed to the vehicle, but shall be placed in a clearly visible place on the inside of the visitor's vehicle observable through the front windshield of the vehicle.

Section 3. Severability.

If any provision of this Ordinance or the application thereof is held invalid, such invalidity shall not affect the other provisions or applications of this Ordinance which can

be given effect without the invalid provisions or applications, and to this end the provisions of this Ordinance are hereby declared severable.

Section 4. Repeal of Ordinances in Conflict.

All other ordinances of the Town of Palm Beach, Florida, or parts thereof which conflict with this or any part of this Ordinance are hereby repealed.

Section 5. Codification.

This Ordinance shall be codified and made a part of the official Code of Ordinances of the Town of Palm Beach.

Section 6. Effective Date.

This Ordinance shall take effect immediately upon its passage and approval, as provided by law.

PASSED AND ADOPTED in a regular, adjourned session of the Town Council of the Town of Palm Beach on first reading this 8th day of October, 2013, and for second and final reading on this 12th day of November, 2013.

Gail L. Coniglio, Mayor

David A. Rosow, Town Council President

Robert N. Wildrick,
Town Council President Pro Tem

William J. Diamond, Town Council Member

ATTEST:

Richard M. Kleid, Town Council Member

Cheryl Somers, Acting Town Clerk

Michael J. Pucillo, Town Council Member