



TENTATIVE:
SUBJECT TO
REVISION

TOWN OF PALM BEACH

Town Manager's Office

TOWN COUNCIL MEETING

TOWN HALL
COUNCIL CHAMBERS-SECOND FLOOR
360 SOUTH COUNTY ROAD

AGENDA

NOVEMBER 10, 2015

9:30 AM

Welcome!

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

I. CALL TO ORDER AND ROLL CALL

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

II. INVOCATION AND PLEDGE OF ALLEGIANCE

III. RECOGNITIONS

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

IV. PRESENTATIONS

- A. Presentation by The Garden Club of Palm Beach
- B. Retirement Board of Trustees Presentations by Applicants

V. COMMENTS OF MAYOR GAIL L. CONIGLIO

VI. COMMENTS OF TOWN COUNCIL MEMBERS AND TOWN MANAGER

VII. COMMUNICATIONS FROM CITIZENS - 3 MINUTE LIMIT PLEASE

VIII. APPROVAL OF AGENDA

IX. CONSENT AGENDA

A. MINUTES

1. MINUTES: OCTOBER 13, 2015 Page 11
Approval of the Minutes of the Regular Town Council Meeting
Susan A. Owens, MMC, Town Clerk
2. MINUTES: OCTOBER 14, 2015 Page 32
Approval of the Minutes of the Regular Town Council Meeting
Susan A. Owens, MMC, Town Clerk
3. Page 47
Approval of Major Matters Considered by the Architectural Commission at its Meeting of October 28, 2015.
John S. Page, Director of Planning, Zoning & Building

B. RESOLUTIONS

1. RESOLUTION NO. 164-2015 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Amending the Food and Beverage Services Agreement for the Town of Palm Beach Par 3 Golf Course Between the Town of Palm Beach and PB Ocean View, Inc., and Authorizing the Town Manager to Execute the Same on Behalf of the Town.
Deferred from the October 13, 2015, Town Council Meeting
Beth Zickar, Director of Recreation Page 100
2. RESOLUTION NO. 169-2015 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Rescinding Resolution No. 86-2015, and Awarding Bid No. 2015-28 for Exterior Painting of the Police Department Building to One Call Property Services, Inc., and Approving a Purchase Order in an Amount of \$42,799, and Establishing a Budget of \$49,250.
H. Paul Brazil, P.E., Director of Public Works Page 106
3. RESOLUTION NO. 175-2015 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving an Agreement by and Between the Palm Beach County Supervisor of Elections and the Town of Palm Beach Relating to Vote Processing Equipment Use and Election Services, and Providing an Effective Date.
Susan A. Owens, MMC, Town Clerk Page 128
4. RESOLUTION NO. 176-2015 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Establishing the Per Hour Fee for "Premium Days" for Special Assignment Deployments for Police and Fire-Rescue Departments; Establishing Premium Days for Which the Premium Day Per Hour Fee Shall be Charged for Special Assignment Deployments, Requiring Future Amendments to the Premium Days Program to be Approved by Resolution of the Town Council Prior to the Effective Date of Amendments, and Providing an Effective Date.
Kirk W. Blouin, Director of Public Safety Page 133
5. RESOLUTION NO. 177-2015 A Resolution of the Town Council of the

Town of Palm Beach, Palm Beach County, Florida, Approving a Purchase Order for Design and Bid Phase Engineering Services to Kimley-Horn & Associates, Inc., in an Amount of \$55,278 for the Lake Towers Undergrounding Utilities Project, and Establishing a Design and Bid Phase Engineering Services Budget of \$60,000.

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

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

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

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

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

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

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

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

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

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

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

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

Beth Zickar, Director of Recreation

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12. RESOLUTION NO. 184-2015 A Resolution of the Town Council of the

Town of Palm Beach, Palm Beach County, Florida, Approving the Purchase of a S530 T4 Bobcat Skid-Steer Loader at a Cost of \$26,598.90 From Clark Equipment Company, dba Bobcat Company for use at the Par 3 Golf Course, and Authorizing the Town Manager to Execute the Purchase on Behalf of the Town.

Beth Zickar, Director of Recreation

C. OTHER

Page 195

1. Authorize the Temporary Relocation of the Holiday Tree at Town Hall Square

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

Page 199

2. Authorize Issuance of Request for Proposals for a Grants Administrator

Jay Boodheshwar, Deputy Town Manager

Page 202

3. Florida Department of Transportation Southern Boulevard Bridge Project

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

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

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

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

4. Status Report of Delinquent Accounts

Page 338

Jane Struder, Director of Finance

5. Authorize the Planning & Zoning Commission to Study a Potential Revision to the Zoning Ordinance Requiring All Ground Based Transformers to be Screened

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

X. REGULAR AGENDA

A. Old Business

1. Revisit of Issues Assigned to the Planning and Zoning Commission

Penelope D. Townsend, Town Council Member

B. New Business

1. Consideration of Scheduling an Attorney/Client Session Immediately Following the Regular Town Council Meeting on **Thursday, November 12, 2015**, in the Town Council Chambers, 360 South County Road, Palm Beach, Florida, to Discuss the Following Matters:

1. 224 Atlantic, LLC vs Town of Palm Beach
Case No. 502015CA004478XXXXMB(AY)

2. 224 Atlantic, LLC vs Town of Palm Beach
Case No. 502015CA004622XXXXMB(AY)

3. 224 Atlantic, LLC vs Town of Palm Beach
Case No. 502015CA005761XXXXMB(AY)

4. 224 Atlantic, LLC vs Town of Palm Beach
Case No. 502015CA008921XXXXMB(AY)

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

John C. Randolph, Town Attorney

2. Request for Waiver of Charitable Solicitation Permit Application Fees from The Society of the Four Arts King Library. Page 346

Susan A. Owens, MMC, Town Clerk

3. Underground Utilities Task Force (UUTF) Discussion Page 362
TIME CERTAIN: 10:00 A.M.
Thomas G. Bradford, Town Manager

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

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

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

4. Coastal Update Page 365
H. Paul Brazil, P.E., Director of Public Works

a. Shoreline Condition Update

b. Discussion of Long-Term Coastal Management Program Budget Page 379

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

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

6. Update on the Planning Efforts for the Town Hall Square Celebration
TIME CERTAIN 1:00 P.M.

7. Appeal of Denial of Special Event Permit for the Proposed Eau Palm Beach Marathon

Thomas G. Bradford, Town Manager

8. Appointment to Retirement Board of Trustees

Page 416

William P. Hanes, Pension Administrator

XI. ORDINANCES

A. Second Reading

Page 421

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

Susan A. Owens, MMC, Town Clerk

Page 425

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

Susan A. Owens, MMC, Town Clerk

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

Kirk W. Blouin, Director of Public Safety

B. First Reading

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

Effective Date.

John C. Randolph, Town Attorney

XII. ANY OTHER MATTERS

XIII. ADJOURNMENT

PLEASE TAKE NOTE:

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

PROCEDURES FOR PUBLIC PARTICIPATION

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

PUBLIC HEARINGS:

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

COMMUNICATIONS FROM CITIZENS:

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

discussion.

OTHER AGENDA ITEMS:

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

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

**Town of Palm Beach
Meeting Schedule**

11/4/15

Tue 11/10/2015 09:30 AM	Town Council Meeting	Council Chambers
Wed 11/11/2015 04:00 AM	VETERANS' DAY	TOWN HALL CLOSED
Thu 11/12/2015 10:00 AM	Town Council Meeting-Development Review	Council Chambers
Mon 11/16/2015 09:00 AM	ARCOM Meeting	Council Chambers
Mon 11/16/2015 01:00 PM	PERC Meeting	Chambers Conf. Room
Tue 11/17/2015 09:30 AM	Planning and Zoning Commission Meeting	Council Chambers
Wed 11/18/2015 09:30 AM	Landmarks Preservation Commission Meeting	Council Chambers
Thu 11/19/2015 02:00 PM	Code Enforcement Board Meeting	Council Chambers
Thu 11/19/2015 02:00 PM	Finance and Taxation Committee Meeting	EOC
Fri 11/20/2015 09:00 AM	Retirement Board Meeting	Council Chambers
Fri 11/20/2015 02:30 PM	Investment Advisory Committee Meeting	Council Chambers
Thu 11/26/2015 04:00 AM	THANKSGIVING HOLIDAY	TOWN HALL CLOSED
Fri 11/27/2015 04:00 AM	DAY AFTER THANKSGIVING HOLIDAY	TOWN HALL CLOSED

Mon 11/30/2015 06:00 PM	Holiday Tree Lighting	Bradley Park
Tue 12/01/2015 09:00 AM	Underground Utilities Task Force Meeting	Council Chambers
Tue 12/01/2015 05:30 PM	Holiday Tree Lighting	TBD
Tue 12/01/2015 06:29 PM	Holiday Tree Lighting	Worth Avenue
Thu 12/03/2015 07:00 PM	Town Caucus	Council Chambers
Mon 12/07/2015 09:30 AM	Special Town Council Meeting to Call the Election/ Results of the Caucus	Council Chambers
Mon 12/07/2015 02:00 PM	Ordinances, Rules, and Standards Committee Meeting	Council Chambers
Tue 12/08/2015 09:30 AM	Town Council Meeting	Council Chambers
Wed 12/09/2015 09:30 AM	Town Council Meeting (Development Review Matters)	Council Chambers

TOWN OF PALM BEACH

Town Council Meeting on: November 10, 2015

Section of Agenda

Minutes

Agenda Title

MINUTES: OCTOBER 13, 2015

Approval of the Minutes of the Regular Town Council Meeting

Presenter

Susan A. Owens, MMC, Town Clerk

Supporting Documents

- [Minutes of the Town Council Meeting Held on October 13, 2015](#)

**MINUTES OF THE REGULAR TOWN COUNCIL MEETING
HELD ON TUESDAY, OCTOBER 13, 2015**

I. CALL TO ORDER AND ROLL CALL

The regular Town Council meeting was called to order on Tuesday, October 13, 2015, at 9:32 a.m., in the Town Council Chambers. On roll call, all of the elected officials were found to be present.

II. INVOCATION AND PLEDGE OF ALLEGIANCE

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

III. PRESENTATIONS

A. 2016 Election Update

Susan Bucher, Palm Beach County Supervisor of Elections

Susan Bucher spoke regarding her office's ability to conduct the 2016 Town of Palm Beach election in light of the Presidential Preference Primary.

Discussion ensued regarding purchasing additional equipment to conduct a February election, the County Supervisor of Election's (SOE) responsibilities regarding municipal elections, the undergrounding referendum, ballot deadlines, election costs, not being able to find anyone to tabulate the Town's ballot results, the SOE providing voting booths, changes to terms of office, the SOE providing manual tabulators, liability and litigation potential, other county SOEs running multiple elections, and having the SOE work with the Town to contain costs.

B. Planning and Zoning Commission Presentations by Applicants

The following applicants provided presentations to the Town Council:

Michael L. Ainslie

Peter Broberg

Alan S. Golboro

Bruce M. Langmaid

Susan Watts

Director of Planning, Zoning, and Building Page clarified the manner of voting to be used and how many votes would be needed for an individual to be appointed.

IV. COMMENTS OF MAYOR GAIL L. CONIGLIO

Mayor Coniglio yielded a portion of her comments to allow Geoffrey Parker, New Millennium Engineering, to provide an update on the Flagler Bridge construction.

Geoffrey Parker, New Millennium Engineering, spoke regarding the change proposed by the State's contractor and future traffic shifts during the Project.

Discussion ensued regarding the plan not being ideal but it shaving time off the Project, traffic flows, the Bridge remaining open, and future Flagler Road construction and how it would affect traffic flows in the area.

Mayor Coniglio thanked the Underground Utilities Task Force for its yeoman's work and stated that the next step is answering the questions in the community and providing public education. She also thanked Barbara and Morton Mandel for their donation to a study of the Recreation Center physical structure, the North End residents for allowing sand placement on their dry beaches, and the Police Department and those retiring for their service. She congratulated those recently promoted in the Police Department.

V. COMMENTS OF TOWN COUNCIL MEMBERS AND TOWN MANAGER

Council Member Wildrick spoke regarding the number of variances granted annually, the caliber of Planning & Zoning Commission applicants, and the need to review the Code to determine if variance requirements are still necessary.

Council President Pucillo concurred with Council Member Wildrick's comments regarding a review of the Code and stated that it will be discussed later in the meeting.

Council Member Townsend also concurred with Council Member Wildrick's comments regarding a review of the Code, spoke regarding the Police Department retirement and promotion ceremony, and thanked the Historical Preservation Consultants for getting Royal Poinciana Way on the National Register of Historical Places.

Council Member Moore thanked the Police Department for their handling of situations on Pendleton Lane and Tradewind Drive.

Town Manager Bradford announced that some of the public copies of the agenda were missing the even numbered pages, but that new copies were made and are now available.

Council Member Townsend asked if there was any update on the Royal Poinciana Playhouse.

Council President Pucillo stated that the Town Council will probably be hearing from them in November.

VI. COMMUNICATIONS FROM CITIZENS - 3 MINUTE LIMIT PLEASE

Sue Ellen Clarfeld, owner of Truffies, spoke regarding the construction signage around Memorial Fountain, the cutting down of the palm trees in Memorial Park, and what the Town can do for merchants.

Director of Public Works Brazil spoke regarding the plans for the palm trees in Memorial Park.

Patti Sans, Greater South County Road Association President, spoke regarding the construction at memorial fountain and the traffic impacts to nearby businesses.

Director of Public Works Brazil stated that the closures on the east side of Town Hall had to remain for safety reasons, but that the other side will remain closed only when it has to be. He added that Staff will publicize the fact.

Gregg Beletsky, Worth Avenue Association President, spoke regarding the Association's beach cleanups.

Mayor Coniglio thanked Mr. Beletsky for his efforts with the beach cleanups. She also spoke regarding the elimination of private beach cleanups from the budget and asked the Town Council to possibly reconsider that decision and budget \$100,000 for those services.

Council Member Moore spoke regarding Diane Buhler's Friends of Palm Beach also doing a beach cleanup later this month.

Mr. Beletsky stated that both groups are coordinating their efforts.

Council Member Moore thanked Ms. Buhler for her efforts.

Council President Pro Tem Kleid thanked the Worth Avenue Association for their efforts.

Sally Kimball, owner of Classic Collections of Palm Beach, on behalf of Palm Beach Chamber of Commerce Secretary and Executive Director Laurel Baker, spoke regarding the need for conformity in parking times for the Royal Poinciana Way District and suggested a 2-hour parking limit.

Discussion ensued regarding the reasons for the different parking time limits, having the various business associations work together and submit a proposed parking plan, and changing the parking time limits for a trial period.

Michael Scharf, 225 Dunbar Rd., spoke regarding the Town's financial situation and

suggested going to zero-based budgeting, the Town looking into purchasing its own dredge and manning it with Town employees, freezing the defined benefit pension plan for all non-public safety personnel, reducing employee benefits, and increasing co-pays.

Discussion ensued regarding considering zero-based budgeting, the Town already looking into and determining that purchasing its own dredge was not feasible, using actual expenditures versus estimated expenditures when budgeting, the Finance & Taxation Committee studying the assumed rate of return for pension investments, and undergrounding cost estimates.

Mayor Coniglio announced that the Town has received another Certificate of Achievement for Excellence in Financial Reporting from the Government Finance Officers Association.

Council Member Wildrick spoke regarding the pension fund's unfunded liabilities, how pension plans are funded, not changing the pension plan for existing employees, government integrity and transparency, and identifying problems and working to resolve them.

Leslie Evans, 135 Seminole Ave., suggested closing the median cut on Royal Poinciana Way to add parking and a crosswalk.

VII. APPROVAL OF AGENDA

The following changes were made to the agenda:

ADDED: Approval to Amend the Start Time of the November 12, 2015, Town Council Meeting, to Begin at 10:00 a.m. to Accommodate the Employee of the Year Breakfast was added to the Consent Agenda.

DEFERRED: Item No. VIII.B.4, Resolution No. 164-2015, was deferred to the November 10, 2015, Town Council meeting.

AMENDED: Amended minutes were provided by Staff to the Town Council for Item Nos. VIII.A.1. & 3, the September 9, 2015, Local Planning Agency Meeting Minutes and the September 10, 2015, Town Council meeting minutes.

AMENDED: Exhibit A for Item No. X.A.2.d., Resolution No. 160-2015, was provided by Staff.

TIME CERTAIN: Item No. X.B.1., Consideration of Abatement of Palm House Hotel Daily Fee Accruing, was set for an 11:00 a.m. time certain.

PULLED FROM CONSENT: The following items were pulled from Consent and added to the end of Old Business:

- Item No. VIII.B.5., Resolution No. 165-2015

- Item No. VIII.B.6., Resolution No. 166-2015
- Item No. VIII.B.7., Resolution No. 167-2015
- Item No. VIII.C.2., Authorization for Staff to Proceed with the Assessment Process for Sidewalks

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

VIII. CONSENT AGENDA

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

A. MINUTES

1. MINUTES: SEPTEMBER 9, 2015
Approval of the Minutes of the Local Planning Agency Meeting
Susan A. Owens, Town Clerk – Approved as amended by Staff prior to the meeting
2. MINUTES: SEPTEMBER 9, 2015
Approval of the Minutes of the Regular Town Council Meeting
Susan A. Owens, Town Clerk
3. MINUTES: SEPTEMBER 10, 2015
Approval of the Minutes of the Regular Town Council Meeting
Susan A. Owens, MMC, Town Clerk – Approved as amended by Staff prior to the meeting
4. MINUTES: SEPTEMBER 10, 2015
Approval of the Minutes of the Special Town Council Meeting-Budget Hearing #1
Susan A. Owens, MMC, Town Clerk
5. MINUTES: SEPTEMBER 28, 2015
Approval of the Minutes of the Special Town Council Meeting-Budget Hearing #2
Susan A. Owens, MMC, Town Clerk
6. Approval of Major Matters Considered by the Architectural Commission at its Meeting of September 18, 2015
John S. Page, Director of Planning, Zoning, and Building

B. RESOLUTIONS

1. RESOLUTION NO. 161-2015 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Authorizing a Twelve Month Extension of the Contract, With No Changes to Terms, in an Amount Not to Exceed \$30,000, to EMS Management & Consultants, Inc. for Emergency Medical Services Third Party Billing Services and Authorizing the Town Manager to Execute the Same On Behalf of the Town.
Kirk W. Blouin, Director of Public Safety
2. RESOLUTION NO. 162-2015 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving the Purchase of Twenty (20) New Golf Carts and One (1) New Utility Vehicle at a Cost of \$64,154.20 from Club Car, Inc., for Use at the Par 3 Golf Course; and Authorizing the Town Manager to Execute the Purchases on Behalf of the Town.
Beth Zickar, Director of Recreation
3. RESOLUTION NO. 163-2015 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving Purchase Orders to Palm Beach County for Maintenance and Repair of Fire Rescue Fleet Apparatus in an Amount not to Exceed an Established Budget of \$117,600.
Kirk W. Blouin, Director of Public Safety
4. RESOLUTION NO. 164-2015 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Amending the Food and Beverage Services Agreement for the Town of Palm Beach Par 3 Golf Course Between the Town of Palm Beach and PB Ocean View, Inc. and Authorizing the Town Manager to Execute the Same on Behalf of the Town.
Beth Zickar, Director of Recreation – Item was deferred to the November 10, 2015, Town Council meeting
5. RESOLUTION NO. 165-2015 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Authorizing an Increase to Purchase Order No. 151068 to Mock, Roos and Associates, Inc. for the D-4 and D-10 Pump Station Improvement Project, Increasing the Construction Phase Engineering Budget by \$80,000, and Establishing a New Construction Phase Engineering Services Budget of \$550,000.
H. Paul Brazil, P.E., Director of Public Works – Item was pulled from Consent
6. RESOLUTION NO. 166-2015 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving a Purchase

Order to Hedrick Brothers Construction, Inc. for Pre-Construction Services Task for the Police Department HVAC System Replacement Project, in an Amount of \$49,860. – *Item was pulled from Consent*

RESOLUTION NO. 167-2015 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving a Purchase Order to Kimley-Horn & Associates for Design and Bid Phase Services for the Police Department HVAC System Replacement Project, in an Amount of \$24,943.

H. Paul Brazil, P.E., Director of Public Works – Item was pulled from Consent

7. RESOLUTION NO. 168-2015 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving a Contract Extension to Unifirst Corporation for Uniform Rental and Cleaning Services, in the Amount of \$25,596.48 and Establishing a Budget of \$30,000.

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

8. RESOLUTION NO. 171-2015 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving the Purchase of Annual Software Maintenance, Support and Licensing for FY2016 from CDW-G in the Amount of \$31,479.90 and Johnson Controls, Inc. in the Amount of \$44,536.00 and Authorizing the Town Manager to Execute the Purchases on Behalf of the Town.

Jay Boodheshwar, Deputy Town Manager

9. RESOLUTION NO. 172-2015 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, FL, Approving the Acceptance of Financial Support by the Morton and Barbara Mandel Family Foundation for the Completion of a Needs Assessment and Master Plan for the Palm Beach Recreation Center and Seaview Park, and Authorizing the Town Manager to Execute the Memorandum of Understanding on Behalf of the Town.

Beth Zickar, Director of Recreation

10. RESOLUTION NO. 173-2015 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving a Purchase Order for Annual Dissolved Sulfide Reduction and Odor Control Treatment Services to Kemira Water Solutions, Inc., in an Amount of \$116,100, and Establishing a Budget of \$127,710.

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

C. OTHER

1. Approval of Appointments to the Public Employees Relations

Commission per PERC Ordinance Appendix "A" Section 1.003
Danielle Olson, Director of Human Resources

2. Authorization for Staff to Proceed with the Assessment Process for the Sidewalks in the Town Hall Square Historic District Project
Thomas G. Bradford, Town Manager – Item was pulled from Consent
3. Ratification of the Selection Committee's Recommendation for RFQ No. 2015-44 Civil Engineering Consultants
H. Paul Brazil, P.E., Director of Public Works
4. Authorization for Staff to Proceed with the Assessment Process for the Nightingale Trail/La Puerta Way Underground Utilities Project
Thomas G. Bradford, Town Manager
5. Authorization for Staff to Proceed with the Assessment Process for the Lake Towers Underground Utilities Project
Thomas G. Bradford, Town Manager

The Following Item was Added to the Consent Agenda:

6. Approval to Amend the Start Time of the November 12, 2015, Town Council Meeting, to Begin at 10:00 a.m. to Accommodate the Employee of the Year Breakfast.
Thomas G. Bradford, Town Manager

(Clerk's Note: Item No. X.B.1., Consideration of Abatement of Palm House Hotel Daily Fee Accruing, was taken out of order and heard at this time.)

(Clerk's Note: Item No. X.B.4., Appointments to Planning and Zoning Commission, was taken out of order and heard at this time.)

IX. COMMITTEE REPORTS

- A. Report of the Ordinances, Rules, & Standards Committee Meeting of September 11, 2015.
Penelope D. Townsend, Chair

Committee Chair Townsend provided an overview of the Report.

Discussion ensued regarding what the Committee is considering regarding drones.

Motion was made by Council President Pro Tem Kleid, and seconded by Council Member Moore, to accept the Report of the Ordinances, Rules, and Standards Committee meeting of September 11, 2015. On roll call, the motion carried unanimously.

X. REGULAR AGENDA

A. Old Business

1. 2016 Election Matters

a. 2016 Election Update & Date Consideration

Discussion ensued regarding not having anyone to manually tabulate the ballots, setting informal parameters for candidates and asking them to delay any mailings or sign postings until January 5, 2016, the Presidential Preference Primary, political signage, and candidates running in a dignified matter.

b. ORDINANCE NO. 27-2015 An Ordinance of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Rescinding Ordinance No. 19-2015 in its Entirety; Providing for Severability; Providing for Repeal of Ordinances in Conflict; Providing for Codification; Providing an Effective Date.

Motion was made by Council Member Townsend, and seconded by Council Member Moore, to approve Ordinance No. 27-2015, on first reading. On roll call, the motion carried unanimously.

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

Susan A. Owens, MMC, Town Clerk

Motion was made by Council Member Moore, and seconded by Council Member Wildrick, to amend the Town Caucus date to December 3, 2015, and to approve Ordinance No. 28-2015, on first reading, as amended. On roll call, the motion carried unanimously.

2. Proposed Townwide Underground Utilities Project

a. Underground Utilities Task Force Additional Townwide

Undergrounding Recommendations

Town Manager Bradford provided an overview of the additional recommendations.

Discussion ensued regarding the \$90 million estimate being too low and needing a not to exceed project estimate with a contingency that the Town can live with.

John Lehr, FP&L, provided information regarding FP&L's credit towards the undergrounding project costs.

Discussion ensued regarding project timing, what to do with any money left over, and the previous bond and how its surplus funds were to be expended.

Rick Miller, Bond Counsel, spoke regarding where surplus bond funds can go.

Director of Public Works Brazil spoke regarding the transfer of surplus funds from the previous bond to the Accelerated Capital Improvement Program and the Town Council approval required to expend them.

Discussion ensued regarding how much more it will cost if the Town takes out a bigger bond and going out for a second bond if more money is needed to complete the project.

John Lehr, FP&L, spoke regarding the FP&L cost estimate process and FP&L's confidence in it.

Madelyn Greenberg, 3360 S. Ocean Blvd., spoke regarding inconsistencies within the backup materials and in opposition to the proposed assessment methodology.

Motion was made by Council President Pro Tem Kleid, and seconded by Council Member Moore, to accept the additional Townwide undergrounding recommendations of the Underground Utilities Taskforce. On roll call, the motion carried unanimously.

- b. Consideration of Approval of Proposal to Provide Public Information Services for Underground Utilities Bond Referendum in 2016

Town Manager Bradford provided an overview of the Town's efforts to solicit public information services and the proposal and

costs received from Cornerstone Solutions.

Discussion ensued regarding potential Inspector General issues, the Purchasing Division's recommendation to waive the Town's Purchasing Manual in this case, the Town Council's ability to waive any provisions of the Purchasing Manual, and whether or not these services can be paid for out of the bond proceeds.

Rick Asnani, Cornerstone Solutions, spoke regarding the timeframe needed to effectively provide public information services and stated that his company has the ability to do the work and that he will not be working for any Town candidates while his company is providing these services.

Discussion ensued regarding why these services are needed, what information the Town is allowed to provide to the voters, other municipalities use of such services, explaining to voters what is involved with the project and the benefits of voting yes, remaining legal compliant with the public information provided, the Underground Utilities Task Force (UUTF) having a chance to weigh in on the solicitation of these services, and one of the jobs of the UUTF being the provision of public information.

Jeff Smith, UUTF Chair, stated that the Task Force is committed to the project and will commit time towards educating the public, and spoke in support of having a public information program.

Discussion ensued regarding the need for a public information program, the solicitation process, and the amount that should be spent on these services.

Town Manager Bradford suggested a not to exceed amount of \$125,000 and stated that he will track all expenses and come back before the Town Council if additional funds are necessary.

Discussion ensued regarding Cornerstone Solutions cooperating with and utilizing the members of the UUTF to provide these services in order to contain costs.

Motion was made by Council President Pro Tem Kleid, and seconded by Council Member Moore, to approve a waiver of the Purchasing Procedures requiring bidding for these services, given their time sensitive nature. On roll call, the motion carried unanimously.

Motion was made by Council President Pro Tem Kleid, and seconded by Council Member Moore, to approve the selection of Cornerstone Solutions for Public

1 **Education Services related to the Town-wide Utilities Undergrounding Program**
2 **referendum. On roll call, the motion carried unanimously.**

3
4 **Motion was made by Council President Pro Tem Kleid, and seconded by Council**
5 **Member Moore, to approve a Public Education Services budget in an amount not to**
6 **exceed \$125,000, with said funds to come from the fiscal year 2016 General Fund**
7 **contingency. On roll call, the motion carried 4-1, with Council Member Townsend**
8 **dissenting.**

9
10 **It was the consensus of the Town Council to direct Staff to also utilize the**
11 **Underground Utility Task Force members for Public Information Services, in order**
12 **to contain costs.**

- 13
14 c. Authorization for Staff to Proceed with the Assessment Process for
15 the Townwide Underground Utilities Project

16
17 **Motion was made by Council Member Moore, and seconded by Council Member**
18 **Townsend, to authorize Staff to proceed with the assessment process for the**
19 **Townwide Underground Utilities project. On roll call, the motion carried**
20 **unanimously.**

- 21
22 d. RESOLUTION NO. 160-2015 A Resolution of the Town Council
23 of the Town of Palm Beach, Palm Beach County, Florida,
24 Providing for the Issuance of Double-Barreled General Obligation
25 Bonds for the Purpose of Financing all or a Portion of the Costs of
26 Burying Overhead Utility Lines Located Within the Town of Palm
27 Beach, Florida in the Principal Amount of not Exceeding Ninety
28 Million Dollars (\$90,000,000.00), Calling for a Bond Referendum
29 of the Qualified Electors of the Town of Palm Beach to be Held on
30 March 15, 2016, as to Whether Double-Barreled General
31 Obligation Bonds for Such Underground Utility Project Should be
32 Issued; and Providing an Effective Date.

33 *Thomas G. Bradford, Town Manager*

34
35 **Motion was made by Council Member Moore, and seconded by Council President**
36 **Pucillo, to set the referendum date as March 15, 2016, and to approve Resolution**
37 **No. 160-2015, as amended. On roll call, the motion carried unanimously.**

38
39 *(Clerk's Note: The Town Council recessed for lunch at 1:40 p.m., and reconvened the*
40 *meeting at 2:20 p.m.)*

41
42 Upon reconvening, Mayor Coniglio requested that Staff provide clarification
43 regarding the traffic plans presented by Geoffrey Parker at the beginning of the
44 meeting.

45
46 Director of Public Works Brazil provided additional information regarding the

proposed Flagler Bridge construction traffic flows.

Mayor Coniglio also provided an update on the proposed congressional redistricting and spoke regarding the Lake Worth Inlet and the Port of Palm Beach Expansion Project.

3. Implementation Status Report for Parkmobile Pay-by-Phone Service
Jay Boodheshwar, Deputy Town Manager

Deputy Town Manager Boodheshwar provided an overview of service implementation, rates, and signage options and costs.

Discussion ensued regarding the presented signage options, kiosk decals, combining the signage and timeline impacts, sign pollution and keeping signage minimal, color scheme of the signs, streamlining the design by removing unnecessary logos, and the legality of waiving the service fee for residents only.

It was the consensus of the Town Council to direct Staff to consolidate the current and proposed signs into one and to keep the blue and white sign color scheme.

The Following Four Items were Pulled from Consent:

4. RESOLUTION NO. 165-2015 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Authorizing an Increase to Purchase Order No. 151068 to Mock, Roos and Associates, Inc. for the D-4 and D-10 Pump Station Improvement Project, Increasing the Construction Phase Engineering Budget by \$80,000, and Establishing a New Construction Phase Engineering Services Budget of \$550,000.
H. Paul Brazil, P.E., Director of Public Works

Director Brazil provided an overview of the purchase order and explained the costs.

Discussion ensued regarding whether or not something different should have been done so as not to be in this situation in the first place, current Town procedures for advisory board recommendations, and allowing some discretion at the Staff level as to whether or not advisory board recommendations should go to the Town Council prior to getting to this point.

Town Manager Bradford stated that he could have Staff notify him if an advisory board's recommendation is cost prohibitive, and then bring the recommendation before the Town Council prior to proceeding on the project any further.

1 **Motion was made by Council Member Moore, and seconded by Council President**
 2 **Pro Tem Kleid, to approve Resolution No. 165-2015. On roll call, the motion**
 3 **carried 3-2, with Council Members Townsend and Wildrick dissenting.**
 4

5 **It was the consensus of the Town Council to approve a new procedure allowing for**
 6 **Staff discretion to bring an advisory commission's recommendation before the**
 7 **Town Council for further consideration if there are significant changes and Staff**
 8 **deems the recommendation to be cost prohibitive.**
 9

10 5. a. RESOLUTION NO. 166-2015 A Resolution of the Town Council
 11 of the Town of Palm Beach, Palm Beach County, Florida, Approving a
 12 Purchase Order to Hedrick Brothers Construction, Inc. for Pre-
 13 Construction Services Task for the Police Department HVAC System
 14 Replacement Project, in an Amount of \$49,860.

15
 16 b. RESOLUTION NO. 167-2015 A Resolution of the Town Council
 17 of the Town of Palm Beach, Palm Beach County, Florida, Approving a
 18 Purchase Order to Kimley-Horn & Associates for Design and Bid Phase
 19 Services for the Police Department HVAC System Replacement Project,
 20 in an Amount of \$24,943.

21 *H. Paul Brazil, P.E., Director of Public Works*
 22

23 Director Brazil provided an overview of the Project and both purchase
 24 orders.

25
 26 Discussion ensued regarding costs and cost effectiveness, construction
 27 management methodology, and the contract in Resolution No. 166-2015
 28 needing to be amended to replace all Construction Manager at Risk
 29 (CMAR) references with Construction Manager (CM).
 30

31 **Motion was made by Council Member Moore, and seconded by Council President**
 32 **Pro Tem Kleid, to amend all Construction Manager at Risk (CMAR) references in**
 33 **the contract related to Resolution No. 166-2015 to Construction Manager (CM), and**
 34 **to approve Resolution No. 166-2015, as amended. On roll call, the motion carried 4-**
 35 **1, with Council Member Townsend dissenting.**
 36

37 **Motion was made by Council Member Moore, and seconded by Council President**
 38 **Pro Tem Kleid, to approve Resolution No. 167-2015. On roll call, the motion**
 39 **carried 4-1, with Council Member Townsend dissenting.**
 40

41 6. Authorization for Staff to Proceed with the Assessment Process for the
 42 Sidewalks in the Town Hall Square Historic District Project
 43 *Thomas G. Bradford, Town Manager*
 44

45 Discussion ensued regarding the inclusion of maintenance costs in the
 46 special assessment.

1 Les Evans, 135 Seminole Ave., spoke regarding the assessment area
2 boundaries, how the property owners would be billed, and piggybacking
3 onto this Project.
4

5 **Motion was made by Council Member Moore, and seconded by Council Member**
6 **Townsend, to amend the assessment process to include maintenance costs. On roll**
7 **call, the motion carried unanimously.**
8

9 B. New Business

- 10
11 1. Consideration of Abatement of Daily Fee Accruing under Declaration of
12 Use Agreement in Light of Receivership; Palm House Hotel; 160 Royal
13 Palm, LLC v. Town of Palm Beach, Case No.: 502012CA023613
14 XXXXMB AA (15th Judicial Circuit in and for Palm Beach County)

15 **TIME CERTAIN: 11:00 AM**

16 *John C. Randolph, Town Attorney and Cary Glickstein, Receiver*
17

18 Cary Glickstein, Receiver for the Palm House, provided a summary of the
19 receivership and what the fall out would be if the Project is not completed.
20

21 Attorney Joanne O'Connor provided additional information regarding the
22 litigation.
23

24 Alec Dom, representing the mortgage holder KKPB Financial, provided
25 further information regarding the history of the Project and advocated for
26 an abatement of the daily fee accruing.
27

28 Discussion ensued regarding abating the fee temporarily, concerns
29 regarding ownership of the property, the lack of honesty regarding the
30 project for the last five years, the fees being the result of a broken
31 contractual arrangement, negotiating abatement of the fees for a stay, how
32 long the abatement should be, having the Receiver at tomorrow's court
33 hearing and in support of a stay, and other entities fines continuing to run.
34

35 **Motion was made by Council President Pro Tem Kleid to approve a four month**
36 **abatement of the daily fee accruing, effective October 14, 2015. Motion died for**
37 **lack of a second.**
38

39 **Motion was made by Council President Pro Tem Kleid, seconded by Council**
40 **President Pucillo, to approve a 90 day abatement of the daily fee accruing, effective**
41 **October 14, 2015. On roll call, the motion passed unanimously.**
42

- 43 2. Coastal Update

- 44
45 a. Shoreline Condition Update
46

Director of Public Works Brazil provided an update on the current shoreline conditions.

b. Coastal Projects Update

Director of Public Works Brazil provided an update on the current coastal projects.

Discussion ensued regarding the Coastal Management Program budget, previous approvals, cost increases, why a 10-year Program was chosen, reviewing the projects in the current Program, possible reasons for the beach renourishment costs coming in high, and utilizing the Shore Protection Board for analysis of the Program.

It was the consensus of the Town Council to direct Staff to add an agenda item to the November 10, 2015, Town Council meeting regarding evaluation of a Twelve-Year Coastal Management Program that distinguishes what was approved by the Town Council and tallies all of the money spent and encumbered for this upcoming year.

Director Brazil continued his update on the remaining projects.

Discussion ensued regarding the practical beach access points along the Reach 8 Project, getting easements from property owners, sand and mobilization costs, using the sand elsewhere if easements along Reach 8 cannot be obtained, when the North Ocean Boulevard Seawall Project will be completed, costs and funding for the Groin Rehabilitation Project, and expediting the Shore Protection Board's analysis of which groins should be included in the Groin Rehabilitation Project.

c. Waivers to Town Code for Construction Dates, Hours, and Noise for Staging in Lake Worth Lagoon

Director of Public Works Brazil provided an overview of the waiver requests.

Motion was made by Council Member Townsend, and seconded by Council Member Moore, to approve waivers for construction dates, hours, and noise regarding staging in Lake Worth Lagoon for:

- The United States Army Corps of Engineers (USACE), their contractor (to be determined), and any subcontractor, if staging is confined to the area shown in the request from the USACE, and
- Great Lakes Dredge & Dock Company (GLDD), and any GLDD

1 subcontractor, if staging is confined to the area shown on the Applied
2 Technology & Management, Inc. drawing.

3 On roll call, the motion carried unanimously.
4

- 5 d. RESOLUTION NO. 113-2015 A Resolution of the Town Council
6 of the Town of Palm Beach, Palm Beach County, Florida,
7 Approving the Execution of a First Amendment to Interlocal
8 Agreement R2013-1058 Between Palm Beach County and the
9 Town of Palm Beach for Completion of a Combined
10 Environmental Impact Statement for a Reaches 8, 9, and 10
11 Southern Palm Beach Island Comprehensive Shoreline
12 Stabilization Project.

13
14 Director of Public Works Brazil provided an overview of the
15 amendment.
16

17 Motion was made by Council President Pro Tem Kleid, and seconded by Council
18 Member Moore, to approve Resolution No. 113-2015. On roll call, the motion
19 carried unanimously.
20

21 Mayor Coniglio requested an update on the EIS timeline.
22

- 23 e. RESOLUTION NO. 114-2015 A Resolution of the Town Council
24 of the Town of Palm Beach, Palm Beach County, Florida,
25 Approving a Purchase Order for Continued Professional Services
26 in Support of the Reach 8 Environmental Impact Statement to
27 Coastal Planning & Engineering, Inc., a Chicago Bridge & Iron
28 Company, in the Amount of \$269,622, and Establishing an EIS
29 Continued Services Budget of \$296,000.

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

31
32 Director of Public Works Brazil provided an overview of the
33 purchase order.
34

35 Discussion ensued regarding the expenditure status of the funds
36 approved for the EIS.
37

38 Motion was made by Council President Pro Tem Kleid, and seconded by Council
39 Member Townsend, to approve Resolution No. 114-2015. On roll call, the motion
40 carried unanimously.
41

- 42 3. Discussion of Planning and Zoning Commission Review of Parking Issues
43 and Zoning Code Provisions.

44 *Thomas G. Bradford, Town Manager*

45
46 Discussion ensued regarding the Commission spending a lot of time on

these matters and the Town Council curtailing them, not limiting the Commission's discussions, additional zoning code provisions for the Commission's review, being equitable, whether the current parking requirements make sense, reasons for the stricter parking regulations, simplifying the Code, spending less time approving variances, there being a parking problem only ten weeks out of the year, concerns regarding potential development, the fact that parking ratios were last looked at in 1980, why the Town requires parking that is not needed, maintaining the character of the Town, the Town's requirements being more appropriate for a suburb, 90% of taxes coming from residents and this being a residential Town, the 2006 Parking Study, concerns regarding the Staff time needed to assist the Commission in their review of all of the items mentioned and whether parking issues or zoning code provisions were the priority, the Town-serving requirement for businesses, having the Commission look at parking globally, whether there should be an exemption for public or utilitarian structures, narrowing down the issue of studying Mid-Town setbacks, the potential need for consultants and surveys, taking the last five years of variances and seeing what most of them were for, looking at the setbacks by district, being consistent, and only reviewing the R-C Zoning District setbacks at this time.

It was the consensus of the Town Council to authorize the Planning and Zoning Commission's review of the following zoning matters:

- **Eliminate site plan review, special exception and variance approval requirements for building new single-family homes on nonconforming lots (make this an administrative task). Note: The intent is to eliminate the requirement for Council approval of new homes on nonconforming lots unless there are variances required (setbacks, lot coverage, landscape open space, height).**
- **Provide more coverage for solar panels on roofs if panels cannot be seen.**
- **Clarify that "masonry" walls are required around generators in required setbacks and review generator "siting" requirements.**
- **Modify the nonconforming building/structure provisions, and related code sections, to clarify that vacant property cannot be divided from abutting land in the same ownership when a property split would create or increase nonconformities to a building or structure.**
- **Modify the 50% cubic footage demolition provision to include clarifying language that demolition which cumulatively exceeds 50% has to meet all Code provisions.**
- **Review sign lighting requirements to specify when lighting may be allowed and when prohibited, including necessary approval process (Town Council, ARCOM, and/or administrative).**
- **Review varying side yard setback requirements on smaller lots (especially in**

Mid-Town and R-C District neighborhoods) for consistency and appropriateness.

- Study the point of measurement requirements to determine if the measurement of height, overall height, building height plane, and cubic content ratio (R-B District) should be measured from the natural grade of a lot rather than the highest street elevation in front of a lot.
- Review language governing maximum linear building dimensions and lot coverage to prevent same from applying to underground structures (in sub-basements not visible aboveground).
- Review minimum landscaped open space requirements, clarifying how same is to be calculated when “greenspace” exists above underground structures.
- Review swimming pool setbacks to determine if changes should be recommended.
- Review possible changes that would allow parapets as architectural features on homes with pitched roofs, and related building height calculations.
- Review the existing schedule of off-street parking spaces for various land use types to determine if adjustments should be made to the minimum number of required spaces.

4. Appointments to Planning and Zoning Commission
John S. Page, Director of Planning, Zoning, and Building

It was the consensus of the Town Council to ratify the following Planning and Zoning Commission regular member appointments:

- Michael L. Ainslie
- Alan S. Golboro

XII. ORDINANCES

A. First Reading

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

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

1 **XIV. ANY OTHER MATTERS** – None

2
3 **XV. ADJOURNMENT**

4
5 There being no further business, the October 13, 2015, regular Town Council meeting
6 was adjourned at 4:52 p.m.
7

8
9 APPROVED:

10
11
12
13
14 _____
15 Michael J. Pucillo
16 Town Council President

17 ATTEST:

18
19
20 _____
21 Susan A. Owens, MPA, MMC
22 Town Clerk

23
24 _____
25 Date

TOWN OF PALM BEACH

Town Council Meeting on: November 10, 2015

Section of Agenda

Minutes

Agenda Title

MINUTES: OCTOBER 14, 2015

Approval of the Minutes of the Regular Town Council Meeting

Presenter

Susan A. Owens, MMC, Town Clerk

Supporting Documents

- [Minutes of the Town Council Meeting Held on October 14, 2015](#)

**MINUTES OF THE REGULAR TOWN COUNCIL MEETING
HELD ON WEDNESDAY, OCTOBER 14, 2015**

I. CALL TO ORDER AND ROLL CALL

The regular Town Council meeting was called to order on Wednesday, October 14, 2015, at 9:30 a.m., in the Town Council Chambers. On roll call, all of the elected officials were found to be present.

II. INVOCATION AND PLEDGE OF ALLEGIANCE

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

III. COMMENTS OF MAYOR GAIL L. CONIGLIO – None

IV. COMMENTS OF TOWN COUNCIL MEMBERS AND TOWN MANAGER

Council Member Townsend expressed her concerns regarding the need for definitive undergrounding project costs and a consultant prior to the referendum ballot question deadline and what the approval threshold for the referendum should be.

Discussion ensued regarding the approval threshold for the referendum, rushing the Underground Utilities Task Force (UUTF), delaying the election, when bond referendums are allowed, the lack of public information, inviting UUTF Chair Jeff Smith and Vice Chair Wilbur Ross to the November 10, 2015, Town Council meeting to address any concerns from the Task Force, and the need to move forward with the undergrounding to ensure receipt of the FP&L credit.

It was the consensus of the Town Council that Staff request Underground Utilities Task Force Chair Jeff Smith and Vice Chair Wilbur Ross to come before the Town Council at the November 10, 2015, meeting to discuss the Task Force's level of comfort with the pace of the Project.

V. COMMUNICATIONS FROM CITIZENS - 3 MINUTE LIMIT PLEASE

1 Attorney Broberg, 220 Monterey Road, spoke regarding his client's citation for having an
2 invasive species plant and allowance of the plant by the Florida Exotic Plant Pest Council
3 if it's trimmed and contained in a controlled environment, and requested an exemption
4 from the Town Code for Scheffleras.

5
6 Discussion ensued regarding ORS Committee review of Chapter 66 in November or
7 December and Attorney Broberg advising the Code Enforcement Board that the matter is
8 under review by the Town Council.

9
10 **VI. APPROVAL OF AGENDA**

11
12 The following changes were made to the agenda:

13
14 **DEFERRED:** Item No. VII.B.1.c., Modified Special Exception #27-2015 with Site Plan
15 Review and Variances, was deferred to the November 12, 2015, Town Council meeting.

16
17 **DEFERRED:** Item No. VII.B.2.b., Variance #26-2015, was deferred to the November
18 12, 2015, Town Council meeting.

19
20 **ADDED:** Consideration of Case No: 2014-CA-013648 Rampell vs. Town of Palm
21 Beach and Cooley was added to Item IX.A., Any Other Matters.

22
23 **Motion was made by Council President Pro Tem Kleid, and seconded by Council**
24 **Member Townsend, to approve the agenda, as amended above. On roll call, the**
25 **motion carried unanimously.**

26
27 **VII. DEVELOPMENT REVIEWS**

28
29 Town Clerk Owens administered the oath to all those who would be providing testimony.

30
31 **A. Time Extensions and Waivers**

- 32
33 1. Request for Waiver of Section 42-199, Hours of Construction Work at The
34 Esplanade, Suite 234, Cooklyn Palm Beach, (Per Letter Dated September
35 30, 2015 from James M. Crowley, Esquire)
36 *John S. Page, Director of Planning, Zoning, and Building*

37
38 The following ex-parte communications were declared: Mayor Coniglio,
39 Council President Pro Tem Kleid, and Council Member Townsend spoke
40 with Attorney Crowley, who advocated the position of his client. All of
41 the Town Council members received e-mails and correspondence.

42
43 Attorney Crowley, on behalf of Cooklyn Palm Beach, provided an
44 overview of the applicant's request.

45
46 Director of Planning, Zoning, and Building Page provided Staff's

comments.

Architect Jerome Baumoechl spoke regarding issues with the kitchen and assured the Town Council that the project could be completed within the extension requested.

Discussion ensued regarding submitting the complete set of plans in order to process the permit application, concern regarding the slow start of the Project, setting a precedent, disruption to those using The Esplanade, the expected delivery of the windows and doors in mid-December, requesting a time extension prior to finalization of the plans, the plan of action if the extended completion date is not met, resident objections, and the applicant being forced to delay construction until May if the extension is not approved.

Motion was made by Council Member Townsend, and seconded by Council Member Moore, to deny the request for waiver of section 42-199, hours of construction work at The Esplanade, Suite 234, for Cooklyn Palm Beach. On roll call, the motion carried unanimously.

B. Variances, Special Exceptions, and Site Plan Reviews

1. Old Business

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

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

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

Attorney Lynch, on behalf of Testa's, provided an overview of the Construction Management Agreement.

Jeff Hardin, Construction Manager, provided additional details regarding the Project.

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

Candice Cohen, Palm Beach Bookstore owner, expressed concern regarding the parking of construction vehicles in front of her store, and requested revisions to the agreement.

Leslie Evans, 135 Seminole Avenue, building owner of 249, 251, and 253 Royal Poinciana Way, requested that no construction vehicles park on Royal Poinciana Way and that the median cut be temporarily closed and additional parking spaces be created. He encouraged work off-season, increasing one hour parking to two hour parking, lowering the parking fine to \$50 from \$60, and having any excessive work be done off-season.

Zoning Administrator Castro spoke regarding condition #7 of the Agreement requiring a traffic and parking plan, the prohibition on construction vehicles from parking on Royal Poinciana Way or Sunset Avenue, there being a fenced in construction parking area, the pre-construction meeting with Staff, busing in employees, off island parking, staging and delivery of materials, and the contractor being required to meet with the public to review the construction process.

Council President Pucillo requested that Attorney Lynch meet with the neighbors and that Mr. Evans meet with the business owners on Royal Poinciana Way to address their concerns and come back before the Town Council next month.

Discussion ensued regarding Mr. Castro attending the meeting between the applicant and the business owners, not closing or making Sunset Avenue and Royal Poinciana Way one-way streets, the number of workers at any one time, workers parking off-island, how many truckloads of dirt would be delivered, water concerns, and the survival of the neighboring small businesses.

Ian Campbell, 208A Sunset Avenue, Asset Property Manager of the property immediately east on Sunset and Royal Poinciana Way, expressed concern regarding the impact to his tenants.

Discussion ensued regarding the inclusion of vibration monitoring requirements in the agreement before it comes back before the Town Council, water issues, the impact on the storm sewer, and being mindful that Royal Poinciana Way is an evacuation route.

Motion was made by Council Member Wildrick, and seconded by Council President Pro Tem Kleid, to defer the Construction Management Agreement for Redevelopment of the Testa's site to the November 12, 2015, Town Council meeting to allow the applicant a chance to address the concerns of the neighbors. On roll

1 call, the motion carried unanimously.

2
3 Zoning Administrator Castro was directed to attend the meetings between the
4 applicant and the neighbors.

5
6 Public Works Staff was directed to attend the November 12, 2015, meeting in order
7 to address the issue of water at the site.

8
9 The Town Council directed that Staff's requested condition of approval regarding
10 vibration monitoring be included in the agreement before it comes back next month.

- 11
12 b. SPECIAL EXCEPTION #26-2015 WITH SITE PLAN REVIEW
13 AND VARIANCE The application of Four Seasons Resort Palm
14 Beach; relative to property commonly known as 2800 So. Ocean
15 Blvd., described as lengthy legal description on file; located in the
16 R-D(2) Zoning District. The Applicant is requesting a Special
17 Exception with Site Plan Modification to the hotel site to improve
18 its guest facilities in terms of aesthetics, functionality, guest
19 amenities and life safety standards. 1. The proposed modifications
20 can be categorized into three categories. West Garden
21 Improvements: Modifications to the site plan: a) New service
22 vehicle entry from South Ocean Blvd. at the north side of the
23 property; b) increase green space park area including a yoga trellis
24 to the front of the property; c) relocate tennis court (one existing
25 tennis court will be eliminated) to the south to create service drive
26 at the north side of the property. Remodel Lobby Level Interiors:
27 The interiors will be updated by relocating the Lobby Bar, adding a
28 Show kitchen in the Dining Room and improving the Dining
29 Terrace area. d) Renovate reception and lobby sitting area to open
30 up the floor plan; e) new guest retail shop; f) Renovate and
31 downsize Guest Lounge (Living Room) to accommodate new retail
32 shop; g) reconfigure Guest Lounge exterior hardscape; h)
33 reconfigure dining room bar areas to reduce the size to
34 accommodate a wider pool deck; i) new show kitchen in dining
35 room; j) reconfigure Terrace Dining Area and add permanent roof
36 structure to replace awning and add balcony extension above. Pool
37 Deck Improvements: The pool deck will have an enlarged pool and
38 a new secondary pool will be built that is sized in order to meet the
39 current needs of the guests. Many rooms are proposed to have
40 direct access to the pool deck with extended balconies and stairs.
41 Ocean Views from the property will be improved by removing the
42 existing obstructive concrete planters on the pool deck.
43 Additionally, the existing Atlantic Bar and Grill (ABG) will be
44 replaced with a new structure that has increased restroom capacity
45 and improved kitchen and bar equipment. Service access to the
46 new ABG will be from previous approval which was never built).

The dune vegetation will be infilled and new growth will be encouraged. Relocate spa pool from the northeast corner of the pool deck to the northeast corner of the enlarged primary pool; extend terrace suite balconies (west building pool side) extend area in garage Mezzanine level consisting of 1,350 sq. ft. for added "back of house" space; j) create new Mezzanine level access from pool deck; k) add six temporary cabanas to the pool deck area as follows: (2) 74 sq. ft.; (2) 100 sq. ft.; and (2) 225 sq. ft.; l) infill dune landscaping and increase dune area. 2. In order to construct the Yoga Trellis, a variance is being requested to increase the lot coverage to 38.9% in lieu of the 38.7% existing and the 22% maximum allowed for 5 story building in the R- D(2) Zoning District. [Attorney: Maura Ziska, Esq.]

Deferred from the September 9, 2015, Town Council Meeting
John S. Page, Director of Planning, Zoning, and Building

The following ex-parte communications were declared: Council President Pucillo, Council President Pro Tem Kleid, and Council Member Townsend spoke with Attorney Ziska, who advocated the position of her client. Council President Pro Tem Kleid spoke with the manager and president of the 2780 South Ocean Blvd. Condominium, who advocated the Condominium's position.

Attorney Ziska, on behalf of Four Seasons Resort Palm Beach, provided an overview of the applicant's request.

Architect Paul Twitty, Leo A. Daly Company, presented the architectural plans for the project.

Zoning Administrator Castro provided Staff's comments and stated that the applicant has since revised their plans, that the variance is no longer required, and that the retail expansion request is being eliminated.

Andres Paradelo, Fernando Wong Outdoor Living, presented the landscaping plans for the project.

Discussion ensued regarding impacts to the dune and dune vegetation, the Town's efforts to build up the dune system, and the landscaper's plans to protect the dunes.

Tim Johnson, Fernando Wong Outdoor Living, stated that he would work with the Town to preserve the dunes and add sea oats.

Zoning Administrator Castro stated that the dune is well protected with natural vegetation and that Staff feels comfortable that the

landscapers will preserve the dune.

Anthony Colyandro, 2780 South Ocean Blvd. Condominium, Association President, thanked the applicant for working with the Association.

Motion was made by Council Member Townsend, and seconded by Council President Pro Tem Kleid, that Special Exception #26-2015 be granted and find, in support thereof, that all of the criteria applicable to this application as set forth in Section 134-201(a), items 1 through 7 have been met. On roll call, the motion carried unanimously.

Motion was made by Council Member Townsend, and seconded by Council President Pro Tem Kleid, that the site plan review related to Special Exception #26-2015 be approved based upon the finding that the approval of the site plan will not adversely affect the public interest and that the Council certifies that the specific zoning requirements governing the individual use have been met and that satisfactory provision and arrangement has been made concerning Section 134-329, items 1 through 11. On roll call, the motion carried unanimously.

- c. MODIFIED SPECIAL EXCEPTION #27-2015 WITH SITE PLAN REVIEW AND VARIANCES The application of Il Sogno, LLC; relative to property commonly known as 1520 S. Ocean Blvd., described as lengthy legal description on file; located in the R-A/B-A Zoning Districts. The Applicant seeks Special Exception approval to construct a pedestrian access tunnel beneath South Ocean Blvd. connecting property owned by the applicant on the east side of South Ocean Blvd. and on the west side of South Ocean Blvd. including providing electric, gas, water and other utility services to a beach house on the east side of South Ocean Blvd. This proposal will require partial closure of South Ocean Blvd. to excavate and construct tunnel and utilities under the road. Applicant seeks Special Exception approval to construct a one story 500 sq. ft. beach house intended for the use of family and guests, without sleeping quarters, but with electric, gas, water, telephone and other utility services, on property it owns on the east side of South Ocean Blvd with the main residence located immediately to the west of the subject property on the west side of South Ocean Blvd. Applicant seeks Site Plan Review approval of the beach house and tunnel as required for all special exceptions in the R-A Zoning District. Variances are requested to construct a beach house, beach access stairs, a beach tunnel and stairs to that tunnel on land south of Southern Blvd. without a proper ocean bulkhead with a setback from the designated Ocean bulkhead line of ranging from 52.5 feet to 90.0 feet, in lieu of 150 foot minimum required by code; and, to construct tunnel stairs on the west side of

South Ocean Blvd with the front yard setback of 8 feet, in lieu of 35 feet required by code. Applicant seeks to construct a seawall west of the Town's official Bulkhead Line (ranging from 5.9 feet to 80.1875 feet west of said bulkhead line), in lieu of on the bulkhead line as required by code. [Attorney: Francis X. J. Lynch] [Architectural Commission Recommendation: Applicant requested deferral to the October 28th meeting. Carried 7-0] Deferred from the September 9, 2015, Town Council Meeting Request for Deferral to the November 12, 2015, Town Council Meeting Per Letter Dated September 18, 2015, from Francis X.J. Lynch.

*John S. Page, Director of Planning, Zoning, & Building – **Deferred to the November 12, 2015, Town Council Meeting***

- d. VARIANCE #25-2015 The application of Cushing Investments LLC (Richard True); relative to property commonly known as 449 Australian Ave., described as lengthy legal description on file; located in the R-C Zoning District. The Applicant is requesting to construct a new 4,042 sq. ft. two-story residence on a lot with a width of 50 ft. in lieu of the 75 ft. minimum required and a lot area of 7,000 sq. ft. in lieu of the 10,000 sq. ft. minimum required. [Attorney: Maura Ziska, Esq.]

Deferred from the September 9, 2015, Town Council Meeting
John S. Page, Director of Planning, Zoning, and Building

The following ex-parte communications were declared: Council President Pucillo, Council President Pro Tem Kleid, and Council Member Townsend spoke with Attorney Ziska, who advocated the position of her client. Council Member Townsend spoke with the President of the condominium association to the west, who advocated the position of the association.

Attorney Ziska, on behalf of Cushing Investments LLC, provided an update regarding the neighbors' issues discussed at the September 9, 2015, Town Council meeting. She stated that Attorney Stambaugh sent a letter of support for the project, and that Attorney Broberg was agreeable to the landscape plan.

Motion was made by Council Member Moore, and seconded by Council Member Townsend, that Variance #25-2015 be granted and find, in support thereof, that all of the criteria applicable to this application as set forth in Section 134-201(a), items 1 through 7 have been met. On roll call, the motion carried unanimously.

2. New Business

- a. SPECIAL EXCEPTION #29-2015 WITH VARIANCE The

application of Keith Frankel; relative to property commonly known as 1900 S. Ocean Blvd., described as lengthy legal description on file; located in the R-AA Zoning District. The Applicant is requesting a Special Exception approval to construct a 500 sq. ft. beach cabana on an ocean parcel across the street from the main residence which is located in the R-AA Zoning District (previously approved as Special Exception #3-2014 with Variance but expired). A variance is requested to allow the beach cabana to have a setback of 26.83 feet from the designated ocean bulkhead line established in Chapter 62 on lieu of the 150 foot minimum setback required (previously approved as Special Exception #3-2014 with Variance but expired). [Attorney: Maura Ziska, Esq.]
John S. Page, Director of Planning, Zoning, and Building

The following ex-parte communications were declared: Council President Pucillo, Council President Pro Tem Kleid, and Council Member Townsend spoke with Attorney Ziska, who advocated the position of her client.

Attorney Ziska, on behalf of Keith Frankel, provided an overview of the applicant's request.

Zoning Administrator Castro provided Staff's comments.

Discussion ensued regarding the hardship.

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

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

- b. VARIANCE #26-2015 The application of Roberto and Joanne de Guardiola; relative to property commonly known as 12 Lagomar Rd., described as lengthy legal description on file; located in the R-A Zoning District. The Applicant is requesting variances to construct a tennis court and associated required perimeter fence with a 6.25 street side yard setback in lieu of the 35 foot minimum required and a 5.5 foot front yard setback in lieu of the 35 foot minimum required, and, to construct a 10 foot high fence around

the tennis court in the front yard and street side yard setback in lieu of the 6 foot maximum allowed. [Attorney: Maura Ziska, Esq.]
[Architectural Commission Recommendation: Applicant requested deferral to the October 28th meeting. Carried 7-0]
Request for Deferral to the November 12, 2015, Town Council Meeting Per Letter Dated August 31, 2015, Maura A. Ziska.
*John S. Page, Director of Planning, Zoning, and Building –
Deferred to the November 12, 2015, Town Council meeting.*

- c. VARIANCE #27-2015 The application of Nicholas Somers, Manager of Via Del Mar, LLC (Owner of 204 Via Del Mar) and Robert and Linnette Miller (owner of 210 Via Del Mar); relative to property commonly known as 204 Via Del Mar and 210 Via Del Mar, described as lengthy legal descriptions on file; located in the R-A Zoning District. The applicant is proposing a lot split which requires the following variances: to allow a lot coverage for 210 Via Del Mar to be 29% in lieu of the 25% minimum required; to allow an east side yard setback of 5 feet in lieu of the 15 foot minimum required; and, to allow a front yard landscaped open space of 37% in lieu of the 45% minimum required. [Attorney: Maura Ziska, Esq.]
[Landmark Commission Recommendation: Implementation of the variances will not cause negative architectural impacts to the landmark property and only 210 Via Del Mar is landmarked. Carried 7-0]

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

The following ex-parte communications were declared: Mayor Coniglio spoke with the homeowner, who advocated their position, Council President Pucillo, Council President Pro Tem Kleid, and Council Member Townsend spoke with Attorney Ziska, who advocated the position of her clients.

Attorney Ziska, on behalf of Nicholas Somers and Robert and Linnette Miller, provided an overview of the applicants' request.

Zoning Administrator Castro provided Staff's comments.

Discussion ensued regarding the ownership of the parcels and the parcels being separate.

Attorney Ziska stated that as a condition of approval, the applicants are willing to move the air conditioning units to comply with Code.

Motion was made by Council Member Moore, and seconded by Council Member

Wildrick, that Variance #27-2015 be granted and find, in support thereof, that all of the criteria applicable to this application as set forth in Section 134-201(a), items 1 through 7 have been met, subject to the condition that the applicant obtain permits for, and move, the air conditioning units. On roll call, the motion carried unanimously.

3. Other

a. Request for Fine Reconsideration (Construction Time Allotment):
330 Island Road

Deferred from the September 9, 2015, Town Council Meeting

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

Director of Planning, Zoning, and Building Page provided an overview of the request.

Attorney Rabideau provided an overview of the project's delays.

Jane Day, as the Historic Preservation Consultant for the Town at the time of the landmarking, spoke regarding the complexities and the importance of landmarking the house.

Architect Pandula spoke regarding the delays encountered from unexpected repairs to the house.

Discussion ensued regarding the difficult issues encountered during construction, modification of the fine, the Town benefitting by saving a landmarked property, and delaying the fine for seven months.

Responding to Council President Pro Tem Kleid, Architect Pandula stated why the project could not be completed in the seven months granted by the Town Council.

Discussion ensued regarding the amount of work needed on the project being exceptional, the applicant's diligence in preserving the property, and the renovations costing 1½ times more than it would to just tear down the building.

Alexander Ives, Preservation Foundation President, expressed his appreciation for people who preserve landmarked homes in the right way and for the Town Council's support of landmarked properties.

Motion was made by Council Member Wildrick, and seconded by Council Member Moore, to approve a reduced fine of \$50,000. On roll call, the motion carried 4-1,

with Council Member Townsend dissenting.

VIII. ORDINANCES

A. Second Reading

1. ORDINANCE NO. 24-2015 An Ordinance Of The Town Council Of The Town Of Palm Beach, Palm Beach County, Florida, Amending The Town Code Of Ordinances At Chapter 134, Zoning; Article VIII, Supplementary District Regulations, By Creating Section 134-1734 Regulating Playground Equipment And Prohibiting Tree Houses; By Creating Section 134-1735 Regulating Basketball Goals; Providing For Severability; Providing For Repeal Of Ordinances In Conflict; Providing For Codification; Providing An Effective Date.

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

Motion was made by Council President Pro Tem Kleid, and seconded by Council Member Townsend, to adopt Ordinance No. 24-2015, on second and final reading. On roll call, the motion carried unanimously.

B. First Reading

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

Deferred from the September 9, 2015, Town Council Meeting

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

Director of Planning, Zoning, and Building Page provided an overview of the amendments. He stated that the sunset date would need to be changed to December 13, 2017, since the ordinance would not become effective until 31 days after second reading in November.

Discussion ensued regarding requiring the \$500 annual renewal fee, revocation of the agreement after three valid complaints, the stay provision during an appeal, and whether or not to allow a new agreement after revocation.

Anita Seltzer, 44 Cocanut Row, spoke regarding the Planning and Zoning Commission not seeing the amended ordinance, the absence of written notices to surrounding property owners, the need for public hearings, administrative approval versus Town Council approval, and setting a precedent by providing notice in the *Palm Beach Post* rather than the *Palm Beach Daily News*.

Town Attorney Randolph responded that the first whereas clause could be amended by saying, "...and recommended modifications to the Code of Ordinances...", as it has been before the Planning & Zoning Commission on several occasions. He also responded that he is comfortable with the notice provisions as written.

Responding to Town Attorney Randolph, Zoning Administrator Castro stated that objections can be appealed at the next Town Council meeting at no fee.

Motion was made by Council President Pro Tem Kleid, and seconded by Council Member Moore, to adopt Ordinance No. 25-2015, on second and final reading, with the following amendments:

- All references to a stay provision were removed
- The first whereas clause was amended to read, "...and recommended ~~the following changes~~ modifications to the Code..."
- All sunset date references were changed to December 13, 2017

On roll call, the motion carried unanimously.

IX. ANY OTHER MATTERS

- A. Request for Consideration from Town Council Regarding Appeal and Potential Scheduling of Subsequent Hearing: Case No: 2014-CA-013648 Rampell vs. Town of Palm Beach and Cooley

Town Attorney Randolph requested direction regarding whether or not to appeal

1 the court's decision in the Rampell case. He added that if they do not appeal,
2 another hearing would be needed, that notice would need to be given to all parties,
3 and the matter must be considered solely on the ARCOM record.
4

5 **Motion was made by Council Member Moore, and seconded by Council President**
6 **Pro Tem Kleid, to not appeal the court's decision in the Rampell case. On roll call,**
7 **the motion carried unanimously.**
8

9 Discussion ensued regarding the scheduling of a subsequent hearing, reviewing
10 the ARCOM record, and each party having ten minutes to argue their position.
11

12 **Motion was made by Council Member Townsend, and seconded by Council**
13 **Member Moore, to schedule a subsequent hearing on the appeal for November 4,**
14 **2015, at 9:00 a.m., with each party being allowed ten minutes to plead their case.**
15 **On roll call, the motion carried unanimously.**
16

17 **X. ADJOURNMENT**
18

19 There being no further business, the October 14, 2015, regular Town Council meeting
20 was adjourned at 12:35 p.m.
21

22
23 APPROVED:
24

25
26
27
28 _____
29 Michael J. Pucillo
30 Town Council President

31 ATTEST:
32

33
34
35 _____
36 Susan A. Owens, MPA, MMC
37 Town Clerk
38

39 _____
Date

TOWN OF PALM BEACH

Town Council Meeting on: November 10, 2015

Section of Agenda

Minutes

Agenda Title

Approval of Major Matters Considered by the Architectural Commission at its Meeting of October 28, 2015.

Presenter

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

Supporting Documents

- [Memorandum Dated November 4, 2015, from John S. Page, Director of Planning, Zoning and Building](#)
- [ARCOM Minutes October 28, 2015](#)

TOWN OF PALM BEACH

Information for Town Council Meeting on: November 10, 2015

To: Mayor and Town Council

Via: Thomas G. Bradford, Town Manager

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

Re: Approval of the Architectural Commission Meeting Minutes of October 28, 2015

Date: November 4, 2015

STAFF RECOMMENDATION

Staff recommends that the Town Council approve the major items that were approved by ARCOM at the regularly scheduled meeting of October 28, 2015.

BOARD OR COMMISSION RECOMMENDATION

The Architectural Commission recommends that the Town Council approve the major items which were considered at the regularly scheduled meeting of October 28, 2015.

GENERAL INFORMATION

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

Attachment

JSP:dm



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

WEDNESDAY, OCTOBER 28, 2015, 09:00 a.m.

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

I. CALL TO ORDER:

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

II. ROLL CALL:

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

Please note that Mr. Ives will be voting in Mr. Knowles absence, and Mr. Small will be voting in Mr. Garrison's absence.

Staff members present: John S. Page, Director of Planning, Zoning and Building, John Lindgren, Planning Administrator, and Nancy Roedel, Interim Board Secretary. John C. Randolph, Town Attorney was absent.

III. PLEDGE OF ALLEGIANCE:

IV. APPROVAL OF THE MINUTES FROM THE SEPTEMBER 18, 2015 MEETING:

**A MOTION WAS MADE BY MR. IVES FOR APPROVAL OF THE MINUTES.
MOTION SECONDED BY MR. KARAKUL.**

MOTION CARRIED WITH ALL IN FAVOR.

V. APPROVAL OF THE AGENDA:

A MOTION WAS MADE BY MRS. VANNICK TO APPROVE THE AGENDA WITH THE FOLLOWING CHANGES:

B-077-2015 475 N. County Rd. was removed.

B-09-2015 108 El Mirasol was deferred to the November meeting.

B-114-2015 204 Via Del Mar deferred to the December meeting.

MOTION SECONDED BY MR. SMALL.

MOTION CARRIED WITH ALL IN FAVOR.

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

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

VII. OTHER BUSINESS:

VIII. PROJECT REVIEW:

A. MAJOR PROJECTS-OLD BUSINESS:

B - 076 - 2015 New Residence

Address: 318 Caribbean Road

Applicant: John T. Metzger, as Manager of 318 Caribbean Road Holdings, LLC

Architect: Roy & Posey/Stephen Roy

Project Description: Construction, on an empty lot, of a two-story 8,660 sq. ft. single-family dwelling, a 1,498 sq. ft. two-story guest house, and a 746 sq. ft. gate house. The architectural style of the home falls under a broadly inclusive category referred to as "New Traditionalism".

At the August meeting, a motion carried to approve the architecture and landscaping as submitted, with the gate being deferred to the September meeting. At the September meeting, a motion was carried to defer to October, to further re-study the gate consistent with the concerns expressed by the commission regarding the color.

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

ARCHITECTURAL PRESENTATION BY: Stephen Roy

Mr. Roy quickly recapped where the project left off at the September meeting. Some of the articulation that is being used in the main house with the wide blade louver, will be introduced at the entry points to the property. The color of the gate will be white instead of Harbor Haze, which was originally proposed.

Commissioner Comments: There was some concern among the Commissioner about the width of the gate. It was suggested to narrow the gate to make it more residential. The project is very tasteful.

A MOTION WAS MADE BY MR. KARAKUL TO APPROVE THE PROJECT AS PRESENTED, WITH THE CAVEAT, THAT THE GATE WOULD BE NARROWED TO 14 FT. AND BRINGING THE COLUMNS IN. MOTION SECONDED BY MRS. VANNECK MOTION CARRIED WITH ALL IN FAVOR.

B - 077 - 2015 Landscape/Hardscape Modification

Address: 475 N. County Road

Applicant: Vicki & Chris Kellogg

Architect: Environment Design Group/Dustin Mizell

Project Description: Relocation of the existing service drive to the east side of the property. The existing parking area, landscape buffer, and perimeter fencing will be modified as part of this proposal.

At the August meeting, this project was not heard and was deferred to the September meeting. At the September meeting, this project was deferred to October at the request of the architect.

Please be advised, this project was removed from the Agenda and is reflected in “Approval of the Agenda”.

B - 081 - 2015 Demolition and New Construction

Address: 232 Via Marila

Applicant: Charles F. Willis IV Living Trust (Trustee)

Architect: Bridges, Marsh & Associates, Inc./M. Mark Marsh

Project Description: Demolition of existing one story residence. Proposal for new two-story Anglo Caribbean residence with hardscape and landscape.

At the August meeting, a motion carried for approval of the demolition with the typical caveats for sodding and irrigating within 30 days. A second motion carried for approval of the architecture and landscape as presented with the rear wing being deferred until the September meeting. At the September meeting, this was deferred to the October meeting at the request of the architect. The deferral to October was approved under Approval of the Agenda.

Call for disclosure of ex parte communication: Disclosure by Mrs. Vanneck, Mr. Gruss, Mr. Ives, Mr. Small and Ms. Grace.

ARCHITECTURAL PRESENTATION BY: Mark Marsh

Mr. Marsh stated, that at the August meeting, he was asked by the Commission to revisit the South East wing of the house. The concerns were with some of the stairs and some of the gutters in this area of the house. All of the issues have been re-studied and addressed. The plan has changed in size and scale. The proposal, in this modification is about 600 ft. less, than what was proposed in August. Nothing else has changed in the site plan.

Commission Comments: Good job. There was a concern with the roof line, which may be attributed to the deceptiveness of the line drawing; in Plan, it is far enough back. A lighter color roof was suggested, so the heat would not be absorb as much. It would have been nice to have two chimneys to make the house more symmetrical.

**MOTION MADE BY MRS. VANNECK TO APPROVE AS PRESENTED.
MOTION SECONDED BY MR. IVES.
MOTION CARRIED WITH SIX IN FAVOR, ONE OPPOSED, WITH MR. KARAKUL
DISSENTING.**

As a reminder, Mr. Page advised the Commission of the three month (December, January and February) moratorium, in which Town Code does not allow any demolition permits to be issued. Mr. Page brought everyone's attention to the fact that the home that is there now, had been previously permitted for demolition, and the Building Official will only accept demolition permit applications until November 15. Mr. Marsh reported that they do not plan to apply for the demolition permit until March.

[B - 090 - 2015 Modifications](#)

Address: 2800 S. Ocean Boulevard

Applicant: J.V. Associates (P.B.) LLC - Collin Clark, General Manager

Architect: Leo A. Daly

Project Description: The Four Seasons Resort Palm Beach is planning modifications to the hotel site in order to improve its guest facilities in terms of aesthetics, functionality, guest amenities and life safety standards. Includes west garden improvements, hotel facade improvements, remodel lobby level interiors, and pool deck improvements.

At the August meeting, this project was not heard and deferred to the September meeting at the applicant's request. At the September meeting, this project was deferred to the October meeting at the attorney's request.

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

ARCHITECTURAL PRESENTATION BY: Paul Twitty, Leo Daly

LANDSCAPE PRESENTATION: Andres Paradelo, Fernando Wong

ALSO TESTIFIED: Brad Garven, Leo Daly, Tim Johnson, Fernando Wong

Mr. Twitty stated that the project being considered is going to have some exterior modifications, and a great deal of interior modifications, particularly around the pool area. The building is large, which limits what can be done on the exterior, from a stylistic standpoint. A decision was made, to go with what is termed as International style, or Mid-Century modern. The building, at present, is somewhat non-descript in style, the theme of the architecture will be carried on all four sides of the buildings.

Commission Comments: Overall, it will probably be an improvement to the property. It's the right way to go with it, your pushing it into a style where it had none before. I think it's great. It definitely adds distinction. Did you study the railings; it seems like the black railings with the same pickets; could be restudied and made more interesting. Is consideration given to the hotel becoming more ecologically contemporary with the renovations?

Mr. Garvin addressed the railings stating the element came from the owners, who are international people; they took pictures of railings they liked, the railings were researched and this is the one that was settled on. The reason for the thin pickets is to allow people to see through. The black railings will be re-examined. Mr. Twitty addressed the issue of ecology and

stated that as far as the exterior, the gray glass will be the ecological component to the project. Some of the landscaping and lighting will be further reviewed.

Mr. Paradelo gave a slide presentation showing the improvements to the hardscape. The existing conditions will remain at the front of the property. The ingress-egress up to the port cochere is being defined by a tabby finish, which will enhance the entry, and the whole entry sequence. No changes are being proposed to the front, along the road or along the façade of the building.

Commission Comments: The Town Council asked that any vegetation on the beach be replaced, but it is my understanding, that the beach dunes will not be touched. Mr. Paradelo stated, they would add to the vegetation if it is disturbed. Mr. Garven said the dunes will not be disturbed. A suggestion was made to revisit the front entrance, there are three different materials being used in the area. A suggestion was made to replace the impatiens, in the front entrance. Mr. Johnson stated they will be more than happy to talk to the hotel manage regarding the annuals.

**MOTION MADE BY MR. KARAKUL TO APPROVE THE ARCHITECTURE AS PRESENTED WITH THE EXCEPTION OF THE RAILINGS WHICH WILL BE RE-STUDIED AND BROUGHT BACK IN NOVEMBER AND PARTIALLY APPROVING THE LANDSCAPE INCLUDING THE POOL AREA AND THE EAST HALF OF THE PROPERTY BUT DEFERRING THE ENTRANCE, LIGHTING AND THE PARKING AREA ON THE WESTERN HALF OF THE PROPERTY FOR RE-STUDY.
MOTION SECONDED BY MR. SAMMONS.
MOTION CARRIED WITH ALL IN FAVOR.**

[B - 093 - 2015 Tunnel and Landscaping](#)

ARCOM TO MAKE RECOMMENDATION RELATIVE TO VARIANCE(S)

Address: 1520 S. Ocean Blvd.

Applicant: Il Sogno LLC (Janet Vargas, Manager)

Architect: Peter Pennoyer Architects/Tim Kelly

Original Project Description: Construction of a tunnel beneath South Ocean Boulevard, tunnel stairs, and installation of landscaping east of South Ocean Boulevard. Revised Project

Description: New tunnel beneath South Ocean Boulevard; East of South Ocean Boulevard: new seawall, new beach house, replacement of beach access stairs, new tunnel stairs, new landscaping and hardscaping; West of South Ocean Boulevard: new tunnel stairs, new front wall, new entry gates, piers and lights, new landscaping and hardscaping.

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

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

ARCHITECTURAL PRESENTATION BY: Tim Kelly, Peter Pennoyer Architects

LANDSCAPE PRESENTION: Andres Paradelo, Paradelo Burgess Design Studio

ALSO TESTIFED: Frank Lynch on behalf of the applicant

Mr. Lynch stated at the last meeting they were asked to address a number of issues; which have all been studied and revised. Upon the completion of the Architectural presentation, Mr. Lynch would like to address the variances. He advised the variances have not changed.

Mr. Kelly gave an overview of the new proposed changes. The elevation facing the ocean has been revised to move the beach house to the north at the recommendation of the Commission, and to consider the south neighbors view. The east stairs, the front wall and the tunnel have also been addressed.

Commission Comments: There was a lengthy discussion among the Commissioners regarding the impact on traffic while the tunnel is under construction, the height and design of the beach house, the scale of the gates, the concerns of the neighbors, and the obstruction of the sightlines to the ocean.

**A MOTION WAS MADE BY MR. SAMMONS TO DEFER THE PROJECT TO THE NOVEMBER MEETING.
MOTION SECONDED BY MR. KARAKUL,
MOTION CARRIED WITH FOUR IN FAVOR AND THREE OPPOSED WITH MRS. VANNECK, MR. GRUSS AND MR. SMALL DISSENTING.**

B - 095 - 2015 New Residence

Address: 108 El Mirasol

Architect: Callori Architects/Michael T. Callori

Project Description: New two story Mediterranean style residence, pool, hardscape, landscape; one story garage. Building - White Stucco, Off White Cast Stone; Beige Trim; Roof - Peach Beige Palette

At the September meeting, a motion carried to defer to the October meeting.

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

B - 096 - 2015 Demolition and New Residence

Address: 449 Australian Ave.

Applicant: Cushing Investments, LLC

Architect: Kevin Asbacher

Project Description: Demolition of an existing 1 story, 6 unit, multi-family building.

Construction of a 2 story, British Colonial, single family residence, with final landscape and hardscape. Building, Trim and Shutter Color - White; Roof - White concrete Tile.

A motion was carried to defer the demolition until the October meeting.

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

ARCHITECTURAL PRESENTATION BY: Kevin Ashbacher, Asbacher Architecture
LANDSCAPE PRESENTATION BY: Keith Williams, Nievera Williams

Mr. Ashbacher stated that the Town Council has approved the site plan and all objections from the neighbors have been withdrawn. The proposed demolition site is 3 ft. below FEMA flood elevation regulations and reuse of the building would not be reasonable.

**MOTION WAS MADE BY MRS. VANNECK TO APPROVE THE DEMOLITION WITH THE TYPICAL CAVEATS TO SOD AND IRRIGATE WITHIN 30 DAYS.
MOTION SECONDED BY MR. GRUSS
MOTION CARRIED WITH FIVE IN FAVOR AND TWO OPPOSED WITH MR. KARAKUL AND MR. SAMMONS DISSENTING.**

Mr. Asbacher gave an overview of the plan for the proposed new two story single family residence, with a pool and covered terrace on the rear. The project is in compliance with all zoning codes meeting the height and set back requirements.

Commission Comments: For such a narrow lot, the house is as high as a three story condominium. The scale seems to be off. Its way to high and will be awkward on the street, just does not fit. Based on the elevations, this is a cottage not a mansion. It has the effect of looking like a cottage, sitting on top of an office building. This is not Anglo Caribbean as described. This may be a client driven situation, trying to get a big house to fit into a little house. This project is not successful.

**MOTION MADE BY MRS. VANNECK TO DEFER THE ARCHITECTURE FOR RE-STUDY UNTIL THE NOVEMBER MEETING.
MOTION SECONDED BY MR. KARAKUL
MOTION CARRIED WITH ALL IN FAVOR.**

[B - 100 - 2015 New Residence](#)

Address: 125 Casa Bendita

Applicant: Bendita Holdings, LLC

Architect: MP Design & Architecture

Project Description: New one and two story residence, pool, landscape and hardscape. Building Color - Light Grey; Trim Color - White; Roof - Grey Cement Tile.

A motion carried to defer to the October meeting, for re-study of the thickness of the mass of the building and the fenestration with an effort for uniformity and consistent proportion.

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

ARCHITECTURAL PRESENTATION BY: Michael Perry, MP Design

LANDSCAPE PRESENTATION BY: Keith Williams, Nievera Williams

Mr. Perry reviewed the original site plan and the new proposed site plan. There are some adjustments made to the floor plan based on the comments of the Commissioners. The library and guest bedroom wing has been bumped out. The exercise room and master suite have been moved back in order to modify the roof plan. The south elevation became more symmetrical with the façade with the pushing back of the exercise room and the master suite on the west side and library and guest bedroom coming out. The entry has been lowered back down. The cornice line has been reduced. The windows have been changed at the garage to bring the sill up. The windows have been proportioned better so there wasn't as many variations. The French doors at master bedroom and dining room on the North elevation have been reduced, two windows with shutters at the pool cabana a single window with shutters over the breakfast room doors and raised cornice over the living room center core was done to soften the second floor. The French doors above the terrace were also reduced to make them smaller than the French doors on the first floor. The shutters are more consistent on the East elevation; the oval windows have been raised and reduced in size. Same was done on the West elevation to create consistency with the

windows, doors and shutters. The integral gutter has been incorporated as suggested in an earlier meeting.

Commission Comments: Thank you very much for making the suggested changes. There is some detail issues that should be addressed. Over all this is a very successful project.

Mr. Williams presented the landscape, and advised it has not changed very much, since the last presentation. We will be incorporating coconut palms along the north property line. The pool in the back of the property has been pushed north to capture as much sun as possible. We have incorporated confederate jasmine on the garage wall, and introduced some pots on top of the terrace to help break up the façade. Two coconut palms have been added to help screen that part of the building.

Commission Comments: There are seven trees on the South elevation view; is it possible to reduce that number? Mr. Williams stated he does have an option that uses five.

MOTION MADE BY MR. KARAKUL TO APPROVE THE ARCHITECTURE WITH CONSIDERATION OF COMMENTS REGARDING THE FRONT ENTRANCE, THE SIDE DOOR AND THE SIDE ARCH, AND TO APPROVE THE LANDSCAPING AS PRESENTED WITH THE OPTION OF FIVE TREES ON THE SOUTH ELEVATION. MOTION SECONDED BY MR. SAMMONS. MOTION CARRIED WITH ALL IN FAVOR.

B - 103 - 2015 Addition/Modification

Address: 12 Lagomar Rd.

Applicant: Joanne & Roberto DeGuardiola

Architect: Mario Nievera

Project Description: Addition of fenced tennis court, pavilion and modification of existing pool.

At the September meeting, this project was deferred to October at the attorney's request.

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

ARCHITECTURAL PRESENTATION BY: Mario Nievera, Nievera Williams

ALSO TESTIFIED: Maura Ziska, On behalf of the owner, Nancy Carter, 6 Lagomar Rd., Joanne DeGuardiola, Applicant/owner

Ms. Ziska stated that this is a combination project, and is on the agenda for Town Council next month. The recommendation of the Commission for the variances is being requested.

Mr. Nievera presented the landscape plan beginning with existing conditions, as seen from both sides of Lagomar. The plan is simple, with an existing 20 ft. high Ficus hedge that follows all of Lagomar Rd. The property slopes down, at a considerable amount of feet from the South East corner, all the way to the circle, at the North end. There is an existing driveway, on the East side of the property. The existing swimming pool, is going to be slightly modified, there will be a floating terrace that is reachable by stepping stones, with an overlook. The tennis court will be screened from the street. A sound proofing mesh will be used, as part of the proposed fence for the tennis court.

Commission Comments: It is fully enclosed and nice. The South West corner of the tennis court is too small. It was agreed that it will be moved 5 ft. north. The obvious noise factor to the neighbors is a concern. I have faith the acoustic wall in capturing most of the sound. Mrs. Carter stated that the street is very tranquil and she objects to the project. She objected to this project being in the front yard. Ms. Ziska responded, there is enough green space to spare by right, and they are allowed to have a tennis court. Mrs. DeGuardiola stated, the acoustic fence is 1 in. thick and will absorb 50-80% of the noise, in addition to the hedge. The tennis court can be moved easily to the North. The tennis court will not be seen from any place on Lagomar.

MOTION MADE BY MRS. VANNECK THAT THE IMPLEMENTATION OF THE PROPOSED VARIANCE WILL NOT CAUSE NEGATIVE ARCHITECTURAL IMPACT OF THE SUBJECT PROPERTY.

MOTION SECONDED BY MR. IVES.

MOTION CARRIED WITH ALL IN FAVOR.

MOTION WAS MADE BY MRS. VANNECK TO APPROVE THE PROJECT AS PRESENTED WITH THE CAVEAT THAT THE TENNIS COURT IS MOVED 5 FT. TO THE NORTH.

MOTION SECONDED BY MR. IVES

MOTION CARRIED WITH ALL IN FAVOR.

B. MAJOR PROJECTS-NEW BUSINESS:

[B - 104 - 2015 Addition/Modifications](#)

Address: 196 Via Del Mar

Applicant: Christopher Vecellio

Architect: Lang Design Group, John E. Lang

Project Description: Modifications to existing hardscape, landscape and lighting. Add service entry driveway gate and piers.

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

LANDSCAPE PRESENTATION BY: John Lang, Lang Design Group

ALSO TESTIFIED: Christopher Vecellio, Applicant/owner

Mr. Lang stated the hardscape and landscape, as well as the lighting will be addressed in this proposal. A portion of the project includes, refreshing the driveway in the front and adding a gate in the service area. The driveway has never been appropriate to the house. The gate is right on top of South County, and is a safety issue for the children, also the inside of the garage can be seen from that side. The proposal addresses these security issues.

Commission Comments: I have an objection to seeing wheels on gates. Mr. Lang stated they will hide the wheels. If you narrowed the width of the gate, you would have more room to turn around. A palace gate on a service entry is not appropriate. The gate is ok, due to the particulars of the situation.

Mr. Vecellio stated, that yes, technically this is a service entrance, but it is the main entrance the family uses. The intention is to try and keep the children inside the gate. Also, the back entrance

of the house is covered with cast stone, columns and decorative work. Although it is a service entrance, and not the front entrance to the house, it is a decorated entrance which is used every day.

MOTION MADE BY MR KARAKUL TO APPROVE THE LANDSCAPE AS PRESENTED WITH THE CAVEAT OF COVERING THE GATE WHEELS.

MOTION SECONDED BY MR. IVES

MOTION CARRIED WITH FIVE IN FAVOR AND TWO OPPOSED WITH MR. VILA AND MR. SAMMONS DISSENTING.

B - 105 - 2015 Demolition

Address: 250 Ocean Terrace

Applicant: 250 Ocean Terrace, LLC

Architect: Kirchhoff & Associates, Architects

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

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

ARCHITECTURAL PRESENTATION BY: Tom Kirchhoff, Kirchhoff & Associates

Mr. Kirchhoff stated the house was built in 1950 and is nondescript. The proposal is to tear the house down and build another one story residence in April.

Commission Comments: I would like to know what material will be kept in the Landscape, other than the Areca Palms. Mr. Kirchhoff said they will be keeping what's along the alley in the back and will remove the Areca palms.

MOTION MADE BY MRS. VANNECK TO APPROVE AS PRESENTED WITH THE CAVEAT THAT THE ARECA PALMS WILL BE REMOVED.

MOTION SECONDED BY MR. SMALL

MOTION CARRIED WITH ALL IN FAVOR.

B - 106 - 2015 Demolition

Address: 250 Esplanade Way

Applicant: Lisa and Patrick McGowan

Engineer: Consulting Engineering Services, Inc. Charles O. Buckalew

Project Description: Demolition of existing structure.

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

ARCHITECTURAL PRESENTATION BY: Charles Weidner, Buckalew Engineers

ALSO TESTIFIED: Anne Metzger, Esplanade Way

Mr. Weidner stated this is a corner lot; the house was built in 1977 and is roughly 2,600 sq. ft. They are proposing to demo the residence and come back for a new residence submittal. As part of the demolition, only the landscaping, directly abutting the home and the perimeter buffer wall will be removed.

MOTION MADE BY MR. KARAKUL TO APPROVE THE DEMOLITION AS PRESENTED.

MOTION SECONDED BY MR. SAMMONS.

MOTION CARRIED WITH ALL IN FAVOR.

Mrs. Metzger said the neighbors are concerned about parking. They also want to be sure that extermination is done before the demolition begins.

B - 107 - 2015 New Residence

Address: 245 Jamaica Lane

Applicant: Roman and Helena Martinez

Architect: SKA Architect + Planner, Jacqueline Albarran

Project Description: New one story structure in the French provincial style with sloped roof, French doors and casement windows. New driveway, patio and landscape design

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

ARCHITECTURAL PRESENTATION BY: Jacqueline Albarran

LANDCAPE PRESENTATION BY: Jorge Sanchez

Mrs. Albarran presented the plan for the proposed new one story residence.

Mr. Sanchez stated that this project emulates what is most wanted in the North end. The project takes into consideration all of the features that are allowed by the Town. He then gave an overview of the landscape portion of the project going over all the materials to be used.

Commission Comments: This is a wonderful project. Over all it's a very nice project and it's nice that it's a one story home. The front element seems oversized and should be toned down.

MOTION MADE BY MR. KARAKUL TO APPROVE AS PRESENTED.

MOTON SECONDED BY MRS. VANNECK.

MOTION CARRIED WITH ALL IN FAVOR.

B - 108 - 2015 Addition/Modification

ARCOM TO MAKE RECOMMENDATION RELATIVE TO VARIANCE(S)

Address: 200 Via Palma

Applicant: Herbert J. and Jeanne S. Siegel

Architect: Kirchhoff & Associates Architects

Project Description: Modify existing Regency style residence into Mediterranean style residence. New Pitched terra-cotta clay barrel tile roof. New loggia to replace existing. Demolish existing one story cabana. New one story Mediterranean style cabana. Other associated improvements.

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

ARCHITECTURAL PRESENTATION BY: Tom Kirchhoff, Kirchhoff and Associates

Mr. Kirchhoff stated that the property is on the very west end of Via Palma. There are three aspects to what is being requested today. Demolition and replacement of a one story cabana, demolition and replacement of a wooden loggia and adding a new roof on the house, which will

be raised up 5 ft. Also, adding some Mediterranean elements to the character. He also stated that the landscape will remain as it is.

Commissioner Comments: You are taking a very nice house and making it something that it really cannot be. There were some concerns regarding the roof, windows and shutters. A lot of the detailing here misses. This house is not landmarked, and I can see what they are trying to remedy here.

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

MOTION SECONDED BY MR. IVES.

MOTION CARRIED WITH SIX IN FAVOR AND ONE OPPOSED WITH MR. SAMMONS DISSENTING. `

MOTION MADE BY MR. SMALL TO APPROVE THE CABANA DEMOLITION AS PRESENTED.

MOTION SECONDED BY MR. IVES.

MOTION CARRIED WITH ALL IN FAVOR.

MOTION MADE BY MR. SAMMONS TO DEFER THE ARCHITECTURE TO NOVEMBER FOR FURTHER STUDY.

MOTION SECONDED BY MRS. VANNECK.

MOTION CARRIED WITH ALL IN FAVOR.

[B - 109- -2015 Addition](#)

ARCOM TO MAKE RECOMMENDATION RELATIVE TO VARIANCE(S)

Address: 425 Worth Ave. P.H. A

Applicant: Mr. John O. Pickett Jr.

Architect: Gramatan Corp.

Project Description: Project for an addition of a 148 square foot dining room on the back terrace of the west penthouse of a six story building.

Call for ex parte communication Disclosure by Mr. Sammons, Mrs. Vanneck, Mr. Ives and Mr. Small

ARCHITECTURAL PRESENTATION BY: Gerard Beekman, Gramatan Corp.

Mr. Beekman stated that the building was completed in 1971, and does not conform to current code. He reviewed the proposed extension of the North terrace where a new room will be created with large windows to the North, and smaller windows on the East and West. The apartment is currently 3,565 sq.ft; the addition will add about 148 sq.ft. of conditioned space. This project has been approved by the Condo Board. They are asking for three variances.

Commission Comments: The project is artfully thought out. It isn't visible from the street. The three new windows don't match anything in the apartment. Well presented.

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

MOTION MADE BY MR. IVES TO APPROVE THE ARCHITECTURE AS PRESENTED.
MOTION SECONDED BY MR. SAMMONS.
MOTION CARRIED WITH SIX IN FAVOR AND ONE OPPOSED WITH MRS. VANNECK DISSENTING.

[B - 110 - 2015 Modification/Landscape/Hardscape](#)

Address: 619 Island Dr.

Applicant: Mr. and Mrs. Ray Celdinas

Architect: Roger P. Janssen

Project Description: Modifications to previously approved new construction of a 2-story residence with pool, landscape and hardscape. Request for a 12 month extension of November 14, 2014 (B-106-2014) approval.

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

ARCHITECTURAL PRESENTATION BY: Roger Janssen, Daily Janssen Architects.
LANDCAPE PRESENTATION BY: Keith Williams, Nievera Williams

Mr. Janssen stated that the nature of this request is two-fold. Approval was received eleven months ago, and they are now proposing a few modifications; they would like to request an extension of the approval. The modifications will mainly be made to the entry façade. The original entry had a colonnade across the entire mid-section. The goal is now, to have an entry pavilion, instead of the entry colonnade. The shutters will be changed from a dark blue to a lighter blue. In addition, some of the fenestration was simplified.

Mr. Lindgren suggested that Mr. Janssen advise the Commissioners that there was a separate approval that is no longer needed. If this approval is granted, the first approval will be withdrawn.

Mr. Williams stated that there are no changes; other than to the spa, on the original concept, it was located on the West side of the pool, it was moved to the East side of the pool, and is now back on the West side of the pool. There was also a fountain that was moved.

Commission Comments: I like it, it's nice and simplified. I prefer the original plans referring to the back; they did not seem as glassy.

MOTION MADE BY MR. KARAKUL TO APPROVE AS PRESENTED INCLUDING THE TWELVE MONTH EXTENSION.
MOTION SECONDED BY MR. SMALL
MOTION CARRIED WITH ALL IN FAVOR.

[B - 111 - 2015 Addition/Modification](#)

Address: 240 Seabreeze Ave.

Applicant: Shillelagh Group, LLC c/o Michael J. Flynn

Architect: Michael J. Johnson, Architect

Project Description: Reconfigure north (street) elevation with new windows, front door, entry porch and precast stone elements. White stucco finish, stained wood front door and white windows. Existing barrel tile roof eave and outriggers to remain.

Call for ex parte communication: Disclosure by Mr. Small and Ms. Grace

ARCHITECTURAL PRESENTATION BY: Michael Johnson

Mr. Johnson gave a brief overview of the modifications they are proposing, including changes to the front entry, and windows and doors throughout, and also adding a precast water table and precast surrounds. Smooth stucco will be used on the outside.

Commission Comments: You're trying to amp it up, too much for what it is. The integrity of the building, when you flush it out with smooth stucco will be bringing it into a different century. There was a concern with the windows among several Commissioners. The water table is big, could you have two courses instead of three. Mr. Johnson said he will take the water table down.

MOTION MADE BY MR. SAMMONS TO APPROVE AS PRESENTED WITH THE CAVEATS THAT THE WATER TABLE IS REDUCED TO ONE OR TWO COURSES, AND THE REDUCTION OF THE SURROUND AROUND THE FRONT DOOR TO ALLOW FOR SIMILAR WINDOWS TOP AND BOTTOM IN TERMS OF WIDTH. MOTION SECONDED BY MR. KARAKUL MOTION CARRIED WITH ALL IN FAVOR.

[B - 112 - 2015 New Residence](#)

Address: 530 South Ocean Blvd.

Applicant: 530 South Ocean Boulevard, LLC c/o Gregory Young

Architect: Smith and Moore Architects, Inc. Harold J. Smith

Project Description: 12 month extension to a previously proved application for a new residence, landscape and hardscape.

Call for disclosure of ex parte communication: No Disclosure

ARCHITECTURAL PRESENTATION BY: Harold Smith, Smith and Moore Architects

Mr. Smith stated he is requesting a twelve month extension, to unanimous approval, that was granted last March for the construction of a 14,000 sq. ft. French Chateau inspired home.

MOTION MADE BY MR. SAMMONS TO GRANT THE EXTENSION FOR TWELVE MONTHS. MOTION SECONDED BY MR. IVES. MOTION CARRIED WITH ALL IN FAVOR.

[B - 113 - 2015 Re-approval of new beach cabana with Landscape/Hardscape](#)

Address: 1900 South Ocean Blvd.

Applicant: Mr. Keith Frankel

Architect: Bridges, Marsh & Associates

Project Description: One story Bermuda style beach house with patio, spa and landscaping.

Call for ex parte communication: None

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

Mr. Marsh explained that while applying for permitting, for the cabana, through DEP and DOT, this took much longer than anticipated. During that time the twelve month approval expired. Nothing has changed on the project.

MOTION MADE BY MR. KARAKUL FOR REAPPROVAL OF THE PROJECT AS PRESENTED.

MOTION SECONDED BY MR. SAMMONS.

MOTION CARRIED WITH FOUR IN FAVOR AND THREE OPPOSED WITH MRS. VANNECK, MR. GRUSS AND MR. SMALL DISSENTING.

[B - 114 - 2015 New Residence](#)

Address: 204 Via Del Mar

Applicant: Via Del Mar, LLC

Architect: Smith and Moore Architects/Peter Papadopoulos

Project Description: New two story Mediterranean Revival residence with detached pool cabana on vacant lot. Final landscape and hardscape.

Call for disclosure of ex parte communication:

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

C. [MINOR PROJECTS - OLD BUSINESS:](#)

D. [MINOR PROJECTS-NEW BUSINESS:](#)

[A - 053 - 2015 Addition/Modification](#)

Address: 100 El Bravo Way

Applicant: Ken Tropin as Trustee of the Kenneth G. Tropin Trust

Architect: Brooks & Falotico Associates, Inc. Chuck Willette

Project Description: Addition of office and side entry along with driveway and landscape alterations on El Bravo Way. Modifications to doors, hardscape and landscape, alterations along South Ocean Boulevard. Various additions and modifications in the courtyard and rear of the house below existing roof lines.

Call for disclosure of ex parte communication: No disclosures

ARCHITECTURAL PRESENTATION BY: Louise Brooks, Brook and Falotico

LANDCAPE PRESENTATION BY: Scott Hinen and Gregory Lombardi

Ms. Brooks presented the minor architectural additions and renovations to the home. The work is intended to replicate all roof lines, over hangs, details and materials. All additions will be made in the existing setbacks.

Commission Comments: I don't get the library windows, they seem way off. I just don't think the scale is right. This house is not landmark; but is a very important house. I am given to great pause, about everything, that is being presented to us now. I think a lot is being lost, about what is great with this property.

Mr. Hinen went through the presentation, touching on the modifications and improvements that are planned for the site. The hatch area is where the improvements are being planned and the majority of the hardscape is Chicago red brick.

Commission Comments: Will the Mimusops tree be relocated to another part of the property? Mr. Lombardi replied they are trying to find a place. I don't think you will be able to save the Mimusops Tree, it's just too big.

A MOTION WAS MADE BY MR. SMALL TO DEFER TO THE NOVEMBER MEETING.

MOTION SECONDED BY MRS. VANNECK.

MOTON CARRIED BY SIX VOTES IN FAVOR ONE VOTE OPPOSED WITH MR. IVES DISSENTING.

[A - 056 - 2015 \(Minor with Notice\) Landscape/Hardscape](#)

Address: 755 North County Rd.

Applicant: Beach Club, Inc.

Architect: Mario Nievera

Project Description: Final hardscape and landscape improvements for tennis court and croquet member areas, Including walkway replacement with cast stone, new plantings, new decorative piers and pedestrian gates.

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

ARCHITECTURAL PRESENTATION BY: Caitlin Mitchell, Nievera Williams

Ms. Mitchell stated they are proposing several cosmetic changes, which will require the removal of the existing stone paver walkway, that runs between the croquet court and the existing tennis court that is in disrepair and overgrown with under story planting. Ms. Mitchell gave an overview of the new materials, proposed for the project.

Commission Comments: It was a suggestion by the Commission that all Australian pines be kept? The pedestrian gate has nothing to do with the beach club. I agree the gates are a little fancy for the surrounding's.

MOTION BY MRS VANNECK TO APPROVE AS PRESENTED.

MOTION SECONDED BY MR. SMALL.

MOTON APPROVED WITH ALL IN FAVOR. .

[A - 057 - 2015 Awning \(Amending Application A-049-2015\)](#)

Address: 313 1/2 Worth Ave.

Applicant: Bice Restaurant/Tricony Management, LLC

Architect: ACI, Inc.

Project Description: Delete two existing awnings within the via at Via Bice Restaurant and install one new retractable, larger awning at the same location.

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

ARCHITECTURAL PRESENTATION BY: Richard Leja, ACI, Inc.

Mr. Lega stated he is seeking approval for a retractable awning in the outdoor seating area off the via. Approval was received, last month for a fixed awning. The owner now desires a retractable awning, in that location. The awning that was approved last month is not retractable. Mr. Leja presented the retractable awning that they would like to propose.

Commission Comments: I don't have a sense of what this will do to the architecture in the via. In the previous scheme, the poles were less obtrusive, which meant they did not need any detail, the new ones are big. This is a totally different feeling from the old one.

MOTION MADE BY MR. KARAKUL TO DEFER TO THE NOVEMBER MEETING FOR RE-STUDY.

MOTION SECONDED BY MR. SAMMONS.

MOTION CARRIED WITH ALL IN FAVOR.

[2015 Garage Door](#)

Address: 162 East Inlet Dr.

Applicant: Mr. David Shulman

Architect: SKA Architects

Project Description: Garage door replacement, clear cypress with a limed finished.

Call for disclosure of ex parte communication: Mr. Small

ARCHITECTURAL PRESENTATION BY: Pat Seagraves, SKA Architects

Mr. Seagraves advised that with the last renovation the garage door was not touched. The door is dark, and they are proposing a lime cypress finish, they would also like to use the cypress lime on the gates. The doors would have panels, so there would be some detail.

Commission Comments: The house has a lot of brown accents, how is the lime going to fit in? I would like to see a color depiction of what the doors will look like next to the house.

MOTION BY MR. SAMMONS TO APPROVE AS PRESENTED.

MOTION SECONDED BY MR. KARAKUL.

MOTION CARRIED WITH SIX IN FAVOR AND ONE OPPOSED WITH MRS. VANNECK DISSENTING.

IX. [COMMUNICATIONS FROM CITIZENS \(3 MINUTE LIMIT PLEASE\):](#)

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

Mr. Page announced that the ARCOM meeting in November will take place on Monday the 16th and the December ARCOM meeting will take place on Thursday the 10th. Also as a reminder, Mr. Vila had requested authorization from the Commission to have a discussion with the Zoning Administrator, regarding any zoning code revisions that needed to be reviewed; that discussion has been scheduled for the November meeting.

XI. ADJOURNMENT:

MOTION MADE BY MR. IVES TO AJOURN THE MEETING AT 3:36 P.M.

MOTION SCEONDED BY MR. KARAKUL.

MOTION CARRIED WITH ALL IN FAVOR.

The next meeting of the Architectural Commission will be held on Monday, November 16, 2015 at 9:00 a.m. in the Town Council Chambers, 2nd floor, Town Hall, 360 S. County Rd. Palm Beach.

Respectfully submitted,

Robert J. Vila, Chairman
ARCHITECTURAL COMMISSION

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TOWN OF PALM BEACH

Town Council Meeting on: November 10, 2015

Section of Agenda

Resolutions

Agenda Title

RESOLUTION NO. 164-2015 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Amending the Food and Beverage Services Agreement for the Town of Palm Beach Par 3 Golf Course Between the Town of Palm Beach and PB Ocean View, Inc., and Authorizing the Town Manager to Execute the Same on Behalf of the Town.

Deferred from the October 13, 2015, Town Council Meeting

Presenter

Beth Zickar, Director of Recreation

Supporting Documents

- [Memorandum Dated October 26, 2015, from Beth Zickar, Director of Recreation](#)
- [Resolution No. 164-2015](#)
- [Food and Beverage Services Agreement](#)

TOWN OF PALM BEACH

Information for Town Council Meeting on: November 10, 2015

To: Mayor and Town Council

Via: Thomas G. Bradford, Town Manager

From: Beth Zickar, Director of Recreation

Re: Amendment to the Par 3 Golf Course Food and Beverage Services Agreement
Resolution No. 164-2015

Date: October 26, 2015

STAFF RECOMMENDATION

Staff recommends Town Council adopt Resolution No. 164-2015, authorizing the Town Manager to execute an amended agreement with PB Ocean View, Inc. to provide food and beverage services at the Town of Palm Beach Par 3 Golf Course.

GENERAL INFORMATION

At June 11, 2013, Town Council meeting, Resolution No. 76-2013 was adopted, authorizing the Town Manager to execute an agreement with PB Ocean View, Inc. to provide food and beverage services at the Town of Palm Beach Golf Course.

During the summer and fall of 2013, staff worked closely with PB Ocean View to prepare for the opening of the new clubhouse and the Al Fresco restaurant. The restaurant opened for business to the public on January 17, 2014. Despite the tremendous amount of preparation by the golf and restaurant staff, multiple challenges presented themselves in the early weeks of operation, including shortage of storage space and consistency in housekeeping and repairs. These challenges were addressed swiftly and fairly in conjunction with the restaurant staff.

At the September 9, 2014, Town Council meeting, Resolution No. 124-2014 was adopted, authorizing changes to the executed agreement, which included the addition of storage space in the old pro-shop, minor changes/clarifications to the responsibilities of the Town and the contractor. The amendment also included language changes relative to the valet service and staff parking and additional compensation to the Town for the storage space provided in the old pro-shop.

Additional modifications to the agreement are required to address the continued growth and operational challenges of the restaurant and golf course. Amendments to the agreement include: contractor responsibility for the payment of property tax liability assessed against or related to

the food and beverage services, clarification on fiscal responsibility for repair and maintenance of restaurant and related facilities, the addition of language from the original RFP which outlines the town's responsibility to absorb all utility costs, refining definitions within agreement and amend structure of service fee. The amendments have been incorporated into the existing agreement and are bolded and underlined.

FUNDING/FISCAL IMPACT

The agreement provides a guarantee to the Town a \$150,000 annual payment. The Contractor will pay the Town 10% of the first \$1,500,000 of gross revenue and 10.5% of gross revenues exceeding \$1,500,000 each year. In 2014, Al Fresco's gross revenue was approximately, \$2,800,000, with over \$280,400 in revenue to the Town. The estimated revenue for 2015 is \$3,400,000 with over \$358,000 in estimated revenue to the Town. Growth is expected to continue in 2016.

PURCHASING REVIEW

This amended agreement has been reviewed and approved by the Purchasing Division of the Finance Department. Town Council approval is recommended.

TOWN ATTORNEY REVIEW

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

c: John C. Randolph, Town Attorney
Jane Struder, Director of Finance
Adis Pedraza, Purchasing Manager
Anthony Chateauvert, Golf Manager

RESOLUTION NO. 164-2015

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, AMENDING THE FOOD AND BEVERAGE SERVICES AGREEMENT FOR THE TOWN OF PALM BEACH PAR 3 GOLF COURSE BETWEEN THE TOWN OF PALM BEACH AND PB OCEAN VIEW, INC., AND AUTHORIZING THE TOWN MANAGER TO EXECUTE THE SAME ON BEHALF OF THE TOWN.

WHEREAS, The Town Council of the Town of Palm Beach awarded a ten-year contract for the provision of food and beverage services at the Town of Palm Beach Par 3 Golf Course to PB Ocean View, Inc., on July 1, 2013, and

WHEREAS, The Town Council approved amendments to the original agreement on September 9, 2014, and

WHEREAS, The existing contract has an ending date of June 23, 2023.

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 and PB Ocean View, Inc., wish to further amend the agreement dated July 1, 2013, in the manner and form attached.

Section 2. The Town Manager is hereby authorized and directed to execute an amendment to the agreement on behalf of the Town of Palm Beach for the provision of food and beverage services at the Town of Palm Beach Par 3 Golf Course.

Section 3. The Town Manager, or his designee, is hereby authorized and directed to take such further actions as may be necessary to execute this agreement for the provision of food and beverage services at the Town of Palm Beach Par 3 Golf Course.

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

Gail L. Coniglio, Mayor

Michael J. Pucillo, Town Council President

Richard M. Kleid, Town Council President Pro Tem

Danielle H. Moore, Town Council Member

ATTEST:

Penelope D. Townsend, Town Council Member

Susan Owens, MMC, Town Clerk

Robert N. Wildrick, Town Council Member

**FOOD AND BEVERAGE SERVICES AGREEMENT
FOR THE
TOWN OF PALM BEACH PAR 3 GOLF COURSE**

This CONTRACTUAL AGREEMENT, incorporating the related Exhibits and RFP 2013-13, ("Agreement") is made and entered into by and between the TOWN OF PALM BEACH, hereinafter referred to as "Town" and PB OCEAN VIEW, INC., hereinafter referred to as the "Contractor".

WITNESSETH:

WHEREAS, the Town owns and operates the Town of Palm Beach Par 3 Golf Course, situated within the Town of Palm Beach at 2345 South Ocean Boulevard, Palm Beach, Florida, 33480 and

WHEREAS, the Town issued a Request for Proposals, RFP No.2013-13 (the "RFP") pursuant to state and local law to solicit proposals for food and beverage services at the Town of Palm Beach Par 3 Golf Course and

WHEREAS, Contractor responded to the RFP by submitting its proposal dated February 6, 2013, (the "Proposal") and

WHEREAS, after negotiations, Contractor was determined to offer the best value to the Town; therefore, the Town and Contractor desire to enter into this Agreement according to the terms and subject to the conditions set forth herein.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Town and Contractor hereby agree as follows:

I. TERM OF AGREEMENT

The initial term ("Initial Term") of this agreement shall be in effect beginning July 1, 2013, and terminating June 30, 2023, unless terminated sooner as hereinafter set forth. Provided that the Contractor is not in breach or default of the Agreement, the term of the Agreement may be renewed, at the sole discretion of the Town, for additional one-year terms upon the mutual, written agreement of the parties.

II. SCOPE OF SERVICES

1. Contractor shall have the sole concession for all food and beverage services within the boundaries of the Town of Palm Beach Par 3 Golf Course. Contractor shall have the exclusive right to place vending machines on Golf Course property. All revenue from the vending machines shall be included in Contractor's reports of gross revenue from its operations.
2. Contractor shall be provided the exclusive use of the clubhouse dining room, outdoor

verandas, and kitchen on the second floor, and service/storage room and walk-in cooler/freezer on the first floor, as well as approximately 500 square feet of storage in the old pro-shop to store, prepare, and provide food and beverage services to golfers and non-golfers visiting the Par 3 Golf Course. Contractor shall also have the non-exclusive right to the first floor restrooms. All of the foregoing facilities shall be constructed by the Town, at its expense, in accordance with the plans and specifications prepared by Smith and Moore Architects (Job No. 001285). The restaurant shall contain a minimum of 150 customer seats. Contractor shall have the right to request design modifications during the construction phase for the provided spaces, as long as said changes do not adversely affect the construction schedule, and the Contractor agrees to pay for the increased cost of any modifications. Access to these spaces will be permitted immediately after the Certificate of Occupancy has been received by the Town, or such other date authorized by the Town based on completion of the clubhouse construction.

3. Contractor shall provide food and beverage services under the name of Al Fresco Restaurant & Bar, but may change said name, with permission of the Town, and as long as the provided spaces continue to be used for the intended use.

III. CONTRACTOR RESPONSIBILITIES

1. Use of Clubhouse and Golf Course Property.

- a. Permissible Activities: Contractor shall have the exclusive right during the term of this agreement to use the provided spaces in the clubhouse for the provision of food and beverage services, including alcoholic beverages, offering casual dining with table service within the boundaries of the Golf Course. The Contractor shall not use the provided spaces, nor permit any other person or entity to use the provided spaces for any other purpose unless the Contractor obtains the Town's prior, written consent, which may be withheld in Town's sole discretion.
- b. Mobile Concession Cart: The Town hereby grants Contractor exclusive permission to operate a golf-cart type mobile concession cart on the Golf Course for the purpose of selling beverages and snacks to golfers. Town may revoke and withdraw this permission for use of the golf course by the mobile concession cart if, in Town's sole discretion, the use creates a nuisance to the golf course or golfers, or such permission withdrawal is determined to be in the best interest of the Town.
- c. Hours of Operation: Food and beverage services shall be provided seven (7) days per week, 365 days per year; Sunday through Saturday for a sufficient amount of time to provide, breakfast, lunch, and dinner service, as well as food & beverage options for golfers and non-golfers throughout the day, unless otherwise modified as provided by this Agreement.

- d. Commencing with the first day of food and beverage services by Contractor in the provided spaces, which shall begin no later than three (3) weeks after the Town receives the Certificate of Occupancy, or such other date authorized by the Town based on completion of the clubhouse construction, and continuing for the remainder of the term of this Agreement, Contractor shall continuously provide food and beverage services on a schedule of hours in compliance with this Agreement, except if Contractor is prevented from doing so by causes beyond the reasonable control of Contractor. Contractor shall not have the provided spaces unoccupied or vacant, and, during the entire Agreement term, shall continuously provide food and beverage services permitted under this Agreement. Contractor acknowledges that its continuous operation during the entire Agreement Term is a material requirement of this Agreement and failure shall be considered a default and breach. Notwithstanding the foregoing, Contractor shall have the right, with prior notice to the Golf Course Manager, to suspend services for one week in the summer for maintenance, repairs and deep cleaning of provided spaces and equipment, if Contractor deems it necessary.
- e. Prohibited Uses: At all times during the term of this Agreement, including, but not limited to, the installation of any approved improvement, equipment or furniture upon the provided spaces in the clubhouse, the Contractor shall not disturb or interfere with the use of the other areas of the clubhouse and restrooms. Contractor shall not permit any unlawful act to be carried on or committed in the provided spaces. Contractor shall not permit any use of the provided spaces which, directly or indirectly, is forbidden by law, ordinance or government regulation, or which may be dangerous to life, limb or property. Contractor shall not allow the provided spaces to be used in any manner or for any purpose that might invalidate the insurance of any policy maintained by the Town or Contractor.
- i. *Hazardous Materials:* Contractor shall not cause or permit the storage, use, generation, release or disposal (collectively, “Handling”) of any Hazardous Materials (as defined below), in, on or about the provided spaces or the clubhouse by Contractor or any agents, employees, contractors, Contractor’s, sub-lessees, customers, guests or invites of Contractor (collectively with Contractor, “Contractor Parties”), except that Contractor shall be permitted to use normal quantities of supplies, or (“Common Chemicals”), providing that the Handling of such Common Chemicals shall comply at all times with all Hazardous Materials Laws (as defined below). Notwithstanding anything to the contrary contained herein, however, in no event shall Contractor permit any usage of Common Chemicals in a manner that may cause the provided spaces or the clubhouse to be contaminated by any Hazardous Materials or in violation of any Hazardous Materials Laws. Contractor’s obligation under this Section shall survive the expiration or other termination of this Agreement. For purposes of this Section “Hazardous Materials” means any explosive, radioactive materials, hazardous wastes, or hazardous substances, including

without limitation, asbestos and asbestos containing materials (“ACMs”), PCB’s, CFCs, or substances defined or regulated as hazardous substances or hazardous materials in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601-9657; the Hazardous Materials Transportation Act of 1975, 42 U.S.C. Section 1001-1012; the Resource Conservation and Recovery Act of 1976, 42 U.S.C. Section 6901-6987; or any other federal, state or local law, ordinance or regulation. “Hazardous Materials Laws” shall mean all federal, state, and local laws, ordinances and regulations defining, regulating, restricting or otherwise governing the storage, use, generation, release or disapproval of Hazardous Materials.

- ii. Contractor shall not allow or permit any conduct or omission at the provided spaces that will promote or allow the production or growth of mold, spores, fungus, or any other similar organism, and shall indemnify Town and hold Town harmless from any claim, demand, cost and expense (including attorney fees) arising from or caused by Contractor’s failure to strictly comply with its obligation under this provision.
 - iii. Contractor shall immediately furnish Town and Golf Course Manager with any (i) notices received from any insurance company or governmental agency or inspection bureau regarding any unsafe or unlawful conditions within the provided spaces, and (ii) notices or other communication sent by or on behalf of Contractor to any person relating to environmental laws or hazardous substances.
2. Payment of Taxes: Subject to any exemptions from the payment of such taxes under Florida law, the Contractor shall timely pay all applicable intangible taxes and tangible personal property taxes on Contractor’s personal property, sales and use taxes, and any other applicable federal, state or local taxes, assessments, and charges assessed against or relating to the Contractor’s services. ~~The Palm Beach Par 3 Golf Course is exempt from property taxes. Therefore~~ There is **no** property tax liability associated with this Agreement as it pertains to the commercial food and beverage operation. If the Town’s exemption changes for any unforeseen reason, the parties will negotiate payment responsibilities for any potential future. The Contractor shall be responsible for the payment of property taxes liabilities that are levied against the parcel and specific to the commercial services provided by the Contractor. The Contractor shall make payment of property taxes due directly to the Tax Collector. Proof of payment shall be furnished to the Town prior to January 31 of each year.
3. Alterations: The Contractor, at its own expense, shall have the right during the Agreement Term to make non-structural interior alterations and improvements to the provided spaces as the Contractor may deem necessary for its use and business, provided all such work is done in a good, workmanlike manner, pursuant to all applicable codes, rules regulations and ordinances. All such alterations and

improvements shall become the property of the Town and shall remain upon and be surrendered with the provided spaces upon termination of the Agreement. Contractor may not make any exterior or structural alterations without the prior written consent of the Town.

4. Signage: Contractor will provide any signage, and utilities required for operating or illuminating any signage, in accordance with the Town's code and zoning requirements. Signage must be professional, not hand-lettered. The Town shall review and approve all additional signage, including those affixed to the interior of windows.
5. Outside Attachments: Contractor shall not attach or place any item, such as antennae, awnings, lights, heaters, or any other items on the exterior of the Clubhouse, without the written approval of the Town or its agents. The Town hereby grants Contractor permission to attach speakers and holiday decorations to the exterior of the Clubhouse, provided such items are attached in a secure and safe manner without damage to the Clubhouse. In the event of a tropical storm, hurricane or other windstorm, Contractor shall remove any outside attachments it installed on the Clubhouse.
6. Contractor's Obligations for Repair and Maintenance: The Contractor shall maintain the provided spaces in a good, neat, clean, safe and sanitary condition, free from waste and offensive odors, and free of vermin, rodents, bugs and other pests throughout the term of this Agreement. Contractor shall keep all furnishings, fixtures and accessories, and any display facilities, in good repair. Contractor shall immediately notify Golf Course manager of the need for any repairs or maintenance that are structural or mechanical in nature and Contractor shall take all necessary steps to mitigate any potential dangers or hazards until repairs can be made. **Repairs and maintenance, as used in this agreement, includes the upkeep of all fixtures, furnishings and equipment that may be provided by the Town under this Agreement in order to preserve it in efficient, usable, working order for the purpose that it is used, and for its normal usable life expectancy. Maintenance includes, but is not necessarily limited to, periodic servicing, repairs, replacement of parts after breakdown and any such other functions as are necessary to preserve and conserve said furnishings, fixtures and equipment. Maintenance also includes the replacement of worn out, unrepairable or obsolete furnishings, fixtures or equipment. Maintenance shall not include those repairs requiring capital expenditure, as normally defined for Town operations, which repairs shall be at the Town's expense.**
 - a. *Cleaning:* The Contractor shall be responsible for the daily cleaning of the dining room, verandas, kitchen, bar area, storerooms, and restrooms, and the bussing of all tables, and shall keep the trash area clean and orderly. The provided spaces shall be maintained in accordance with all applicable code requirements of the Health Department of Palm Beach County.

- b. *Windows:* Contractor shall be responsible for the regular cleaning of the windows between the restaurant and verandas, interior and exterior.
- c. *Grease Traps:* Contractor shall comply with local regulations regarding wastewater and grease. Contractor shall obtain all applicable permits at Contractor's cost. Contractor shall do whatever is necessary to properly maintain and clean the grease trap as often as necessary to prevent clogging or discharge, and in compliance with applicable regulations, including pump down and cleaning.
- d. *Odors:* The Contractor shall use every effort to prevent noxious odors emanating from the provided spaces.
- e. *Fire Prevention:* Contractor shall maintain adequate fire prevention, including kitchen hood systems and fire extinguisher in compliance with all code requirements.

7. Furniture Fixtures and Equipment.

- a. *Furniture:* The furniture existing in the provided spaces at the time of the occupancy is owned by and shall remain the property of the Town. In the event the Contractor desires to replace such furniture at Contractor's expense, it shall so notify and obtain approval from the Town and provide a reasonable time for the Town to remove its furniture. The Contractor is responsible for all repairs and cleaning.
- b. *Contractor Fixtures:* All equipment, trade fixtures and televisions, furnishings and accessories owned by Contractor ("Contractor Fixtures") and installed in the provided spaces shall remain the property of Contractor. Contractor's installation of Contractor Fixtures must meet all applicable codes, laws and licensing requirements. The Contractor shall be responsible for all costs associated with furnishings and installing Contractor Fixtures. Contractor shall keep Contractor Fixtures in good condition and repair, normal wear and tear excepted. The Town shall incur no obligation for repairs or maintenance thereon.
- c. The Contractor shall not remove any Contractor Fixtures during the Agreement Term, including any extensions thereto, at any time that the Contractor is in default under the terms of this Agreement and such removal shall be a material default and breach of this Agreement. If not in default, the Contractor may remove Contractor Fixtures from time to time during the Agreement Term, provided, however that all Contractor Fixtures permanently affixed to the provided spaces in such a manner that removal would cause damage to the provided spaces or necessitate fundamental changes thereto, including, but not limited to, built-in furniture and equipment, shall not be removed; and provided further that such removal will not cause damage to the provided spaces, and such Contractor Fixtures will be immediately replaced.

Contractor shall, within thirty (30) days, repair any damage to the provided spaces caused by the removal of said Contractor Fixtures.

- d. Contractor shall, at its expense, remove any Contractor Fixtures not purchased by the Town; provided, however, that all Contractor Fixtures permanently affixed to the Contractor Premises in such a manner that removal would cause damage to the provided spaces or necessitate fundamental changes thereto, including but not limited to, built-in furniture and equipment, shall remain on the provided spaces upon the expiration or termination of the Agreement. The Contractor shall, at its sole cost and expense, repair or cause to be repaired any damage resulting from the removal of the Contractor Fixtures allowed to be removed hereunder. The Town reserves the right to purchase from Contractor any Contractor Fixtures that may be removed from the provided spaces in accordance with this Agreement.
- e. *Contractor Equipment:* Contractor shall provide all kitchen equipment it requires which is not listed in Exhibit "B". Contractor shall be responsible for repair and maintenance of all kitchen, food and beverage equipment supplied by the Town and Contractor, including all food service equipment. Contractor shall be obligated to perform preventative maintenance on all equipment, such as but not limited to lubricating equipment. Contractor shall establish and perform preventative routine maintenance programs on its food service equipment in accordance with manufacturers' recommendations. During the term of this Agreement, all such equipment shall be kept clean, fully operational and show no signs of visual or structural damage, excepting normal wear. Contractor may be required by the Town or Golf Course Manager to make any improvements in the methods of cleaning of use of equipment in order to avoid frequent repairs to equipment. All equipment shall at all times meet all code requirements, including, but not limited to the applicable building codes and fire safety codes.
- f. *Repairs:* Throughout the Agreement Term, Contractor must provide the Golf Course Manager with a copy of each paid invoices for repairs Contractor has made on Town-owned equipment and property upon request. Town equipment and property shall be subject only to such depreciation as may result from ordinary wear and tear resulting from ordinary use. Contractor shall be the insurer of the Town against the risk of loss or theft or damage as a result of the Contractor's negligence to any fixtures, equipment or personal property owned by the Town.
- g. *Replacement:* If equipment is deemed to be broken and unable to be repaired, Contractor shall notify the Golf Course Manager in writing within 24 hours of non-repairable determination. Once the Golf Course Manager agrees that the equipment cannot be repaired and must be replaced, the Contractor shall replace equipment at its own expense and take ownership of said equipment. Contractor shall provide Golf Course Manager with a copy of the receipt of payment for such equipment/property (detailed description of equipment/property must be disclosed on receipt of payment). Contractor

shall not be expected to replace equipment/fixtures/appliances that are affixed to Town property whereby tampering with such equipment/fixtures would alter the appearance and function of the equipment or the building.

This section shall not apply to any equipment or installation that the Town is obligated to repair pursuant to Section IV 3 below, such as the air conditioning, which the Town shall replace at its expense.

8. Operations: Contractor shall provide food and beverage services in accordance with the requirements of this Agreement. Contractor shall provide regular bussing and cleaning of tables in the restaurant, outdoor verandas, and mobile concession cart.
 - a. Contractor shall provide all food, beverages and supplies, and mechanisms for ordering and receiving and maintain accounts for food, beverages and supplies.
 - b. *Deliveries:* Deliveries shall be accepted by the Contractor and its employees, unless otherwise approved by the Golf Course Manager. Golf Course staff will not accept deliveries for Contractor.
9. Advertising and Promotion:
 - a. The Contractor is responsible for coordinating advertising agreements, contracts, marketing items, and advertising costs associated with the promotion of (Al Fresco Restaurant & Bar), at its own expense.
 - b. Contractor shall not use the Town's name, seal or golf course logo in advertising or promotions, without the Town's prior, written consent for each advertising instance; provided, however, that Contractor may reference the Palm Beach Par 3 Golf Course in providing the location of (Al Fresco Restaurant & Bar) in such advertising without the Town's prior consent.
 - c. The Town may reference Contractor's restaurant in its promotion of the Golf Course.
10. Credit Cards: Contractor shall be required to accept major credit cards as a convenience to the customers.
11. Garbage and Recycling: Contractor will use its best efforts to recycle eligible materials and to utilize "green" materials to the extent practical, and will encourage its customers to recycle. Contractor shall be responsible for emptying the waste and recycling containers within the provided spaces frequently enough so that it will not accumulate in the provided spaces. Contractor shall empty all trash and recycling receptacles at the close of business each day. Contractor shall be responsible for wrapping, covering and otherwise securing garbage and recyclables and transporting and depositing such garbage and recyclables in sealed containers/dumpster(s) at location(s) designated by the Town. Contractor will be responsible for securing commercial garbage and recycling services. Contractor will not allow boxes, cartons,

- barrels or other similar items to remain in view from the public areas. Contractor shall immediately clean up any spilled refuse.
12. LPG: The Contractor shall be responsible for arranging and paying for all charges for liquid petroleum gas required for operating any LPG-fueled equipment.
 13. Tobacco: Smoking is prohibited in the dining room or anywhere in the clubhouse. Customers may smoke in designated areas only.
 14. Communications: The Contractor shall be responsible for providing computers, photocopiers, fax machines, etc., to be utilized by Contractor. The Town will provide telephone services.
 15. **Utilities: The Town shall be responsible for arranging for and paying for all charges associated with water, electric, natural gas and cable service.**
 16. Menu and Food Quality: The Contractor may offer appropriately priced food selections and beverages consistent with the market demand of the Golf Course and use of the facilities, as well similar casual dining establishments.
 - a. *Tournament Packages*: The Contractor will be expected to work with the Golf Course Manager in creating and catering “tournament packages” for golf events.
 - b. *Food Quality*: Contractor shall maintain a standard of quality food and beverage service superior to similar operations in the area for public golf courses or casual dining establishments. Contractor shall not sell any food products which pose a safety hazard or health hazard.
 - c. *Condiments*: Contractor shall be responsible for providing appropriate condiments and dining accessories to customers purchasing food and beverage products at no additional cost to the customer. Such types of condiments and dining accessories include, but are not limited to the following; ketchup, mustard, mayonnaise, sugar, cream, salt, peppers, straws, eating utensils, disposable plates, bags, disposable cups and napkins.
 - d. *Stocking*: All merchandise and supplies necessary for the production of the menu must be kept stocked at all times.
 - e. *Special Events*: Small group dinners, special events, outdoor services and on-site catering can be booked with prior notice to the Golf Course Manager. The Golf Course Manager will make every effort to accommodate Contractor requests; however, any disruption of regular food and beverage services must be approved in advance by the Golf Course Manager.
 17. Health Inspections: Contractor and its staff shall comply with all regulations of the Florida Department of Business and Professional Regulation, and all health

regulations of other government agencies, and all other applicable laws and regulations associated with the provision of food and beverage services. Contractor must provide, post, and maintain at all times, signs in restroom facilities instructing all employees to wash their hands. The finding of three or more **repetitive, uncorrected** critical violations (as defined by the Florida Division of Hotels and Restaurants) by a health inspector within any twelve month period shall be a material breach and default of this Agreement.

18. Occupational Environmental Safety and Health: Contractor shall comply with all applicable Federal, State and Local laws regarding “Occupational Environmental Safety and Health”. This shall include but not be limited to compliance with the U.S. Department of Labor-Occupational Safety and Health and the Florida State Department of Labor Divisions of Safety Standards and Regulations.
19. Locks/Key: Contractor shall utilize the lock and key system provided by Town for the provided spaces. No door or access point to or within the provided spaces may deviate from the Town’s lock and key system. Contractor may not re-key any lock, replace any lock or install any new or additional lock on any door or access point to or within the provided spaces. Town and Golf Course Manager shall have a master key to all locks within the provided spaces. In the event of any repair or replacement needed for any lock or key for the provided spaces, Contractor shall notify the Golf Course Manager who shall cause any necessary repair or replacement to be made. In the event any action by Contractor or its employees or agents is the cause of such repair or replacement, Contractor shall reimburse Town for the actual cost of such repair or replacement.
20. Accounts Payable: The Contractor shall pay promptly when due all bills, debts and obligations incurred in connection with the operation of its business under this Agreement and shall not permit same to become delinquent and suffer no lien, mortgage, judgment, execution or adjudication in bankruptcy which will in any way impair the rights of the Town under this Agreement.
21. Employees and Supervision:
 - a. *Customer Service:* Contractor shall provide strong customer service to patrons and customers. Service should be timely, attentive and friendly.
 - b. *Staffing:* Contractor shall provide staffing for all aspects of the food and beverage operations.
 - c. *Supervision:* Contractor shall hire and assign a full-time qualified and experienced manager who will be physically on the premises or readily available to personally resolve problems during operating hours. Failure to provide this level of supervision shall be a material breach and default of this Agreement.

- d. *Staff*: Contractor will recruit, train, supervise, direct, and deploy the optimum number of employees to match the work requirements. Each employee should:

1. be clean, neat, and well groomed,
2. be free from offensive body odor,
3. be professional, courteous and friendly,
4. have required health permits before employment,
5. not wear excessive amount of jewelry, perfume or cologne,
6. be in a uniform, such as matching polo shirts, aprons, etc. with appropriate work shoes.

All staff of the Contractor shall be thoroughly trained to act in a professional manner and shall be able to communicate clearly with customers. Contractor's staff shall adhere to all state and local regulations pertaining to food service personnel and service of alcoholic beverages. The Contractor shall control and correct objectionable conduct, demeanor and appearance of its staff as requested by the Golf Course Manager. The Contractor's staff shall not be permitted to smoke or drink alcoholic beverages while at work at the Golf Course.

22. Unauthorized Aliens; Patriot's Act: The knowing employment by Contractor of any alien not authorized to work by the immigration laws of the United States is prohibited and shall be in default of this Agreement. In the event that the Contractor is notified or becomes aware of such default, the Contractor shall take steps as are necessary to terminate said employment with 24 hours of notification or actual knowledge that an alien is being employed. Contractor's failure to take such steps as are necessary to terminate the employment of any said alien within 24 hours of notification or actual knowledge that an alien is being employed shall be grounds for immediate termination of the Agreement. Contractor shall take all commercially reasonable precautions to ensure that it does not employ persons who are not authorized to work by the immigration laws of the United States. Contractor further represents that it is not in violation of any laws relating to terrorism or money laundering, including the Executive Order and/or the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (Public law 107-56, the "Patriot Act").

23. Licenses and Permits:

- a. Contractor, at Contractor's expense, shall procure and maintain all governmental licenses or permits required for the proper and lawful conduct of Contractor's business and activity carried on in the provided spaces, including all licenses and permits to operate indoor and outdoor food services and to serve alcohol. Contractor shall conform to all licensing and/or permit requirements and guidelines under the State of Florida Department of Agriculture and Consumer Services Division of food Safety, and/or the State of Florida Department of Business and Professional Regulation, including, but not limited to the Department of Health, Building and Fire of Palm Beach

County, Florida and the Town of Palm Beach ordinances and regulations. The Contractor shall make available, upon request, evidence satisfactory to Town that all required licenses are in good standing. The Contractor shall be responsible for any fines resulting from its failure to comply with all licensing and permit requirements. The revocation of any license shall be deemed a material default and may result in the termination of this Agreement.

- b. *Liquor Licenses:* Contractor will be responsible for obtaining a liquor license to serve alcoholic beverages. Contractor shall comply with all terms of said license.

24. Parking:

- a. Contractors' employees and staff shall utilize the designated "employee" parking spaces in the Par 3 maintenance lot and the south parking lot at Phipps Ocean Park as overflow.
- b. *Valet Parking:* Contractor may provide valet parking services through a sub-contractor service. Any such valet services shall not interfere with the operations of the Golf Course. Contractor shall ensure that the valet service: (i) obtains an approved valet parking permit pursuant to Town of Palm Beach Code of Ordinances, Chapter 118, Section 118-145 through 118-159 prior to commencement of any services being performed; (ii) provides all insurance coverages pursuant to Chapter 118; (iii) ensures that valets utilize only the parking area(s) as approved in the valet parking permit.
- c. Neither Town nor its agents shall be liable for: (i) loss or damage to any vehicle or other personal property parked or located upon the Golf Course and whether caused by hurricanes, fire, theft, explosion, strikes, riots or any other cause whatsoever; or (ii) injury to or death of any person in, about or around the Golf Course or any vehicles parking therein or in proximity thereto whether caused by hurricanes, fire, theft, assault, explosion, riot or any other cause whatsoever and Contractor hereby waives any claim for or in respect to the above and against all claims or liabilities arising out of loss or damage to property or injury to or death of persons, or both, relating to any of the foregoing. Contractor shall not assign any of its rights hereunder and in the event an attempted assignment is made, it shall be void.

25. Books and Records; Reports:

- a. The Contractor shall operate and maintain a system of accounting that accounts for all monies received at the time of sale and at any time be prepared to submit accurate records of all transactions. The Contractor shall provide receipts to customers for all food, beverage, goods and services sold. The Contractor shall keep and maintain all required financial records in accordance with generally accepted accounting principles.

b. The Contractor shall:

- i. Provide equipment such as cash registers, or any other electronic or mechanical device for recording customers' sales.
- ii. Ensure all persons handling sales shall promptly record said sales (cash or credit) in cash registers and other electronic or mechanical devices immediately upon sale to each paying customer and shall not delay or "gang" register or record such sales.
- iii. Maintain during the term of the Agreement all books of account, reports and records customarily used in this type of operation.
- iv. Keep and preserve for at least (3) years a record of any and all earnings, receipts, fees and income whatsoever resulting from Contractor's operation at the Golf Course and any activity conducted thereon, including but not limited to the provision of food and beverage services, in accordance with the generally accepted accounting procedures.

26. Reports: On or before the tenth day following the end of each calendar month throughout the term of the Agreement, Contractor shall furnish to the Golf Course Manager a report of gross revenues earned during the preceding calendar month, on forms approved by the Town. The report shall be signed by the Contractor, certifying to the accuracy of gross revenues, and shall include accounting of all receipts and appropriate back-up.

- a. Within thirty (30) days following each twelve (12) month period under the Agreement, Contractor shall submit to the Town a report listing gross revenues by month for the preceding twelve (12) month period, including a breakdown and itemization of all revenues and expenses. The report shall be signed by the Contractor, certifying the accuracy of said report.

27. Contractor shall assume the risk of loss to Contractor's furniture, equipment and trade fixtures, products, materials, and food goods resulting from any loss, including but not limited to theft, vandalism, power outages, fire and natural events such as windstorm, flooding or other acts of God.

28. Misrepresentation by Contractor of any material fact, whether intentional or not, regarding insurance coverage, policies, or capabilities will be material default and grounds for termination of this Agreement.

IV. TOWN RESPONSIBILITIES

1. The Town reserved to itself the right to access in, over, under and through the provided spaces to maintain the Clubhouse, repair and replace systems and utilities, and perform its maintenance obligations and other obligations under this Agreement, provided such activities do not materially interfere with Contractor's use of the provided spaces.

2. Signage: The Town will permit Contractor's sign at the entrance to the Golf Course parking lot, if approval is received from the appropriate local regulatory board or commission.
3. Town's Obligation to Repair: The Town, upon notice from Contractor in accordance with this article, shall repair the foundation, roof, exterior structural walls, interior ceilings, doors, windows, walls, counters and plumbing and sewage facilities within or serving the provided spaces, all mechanical, air conditioning, heating, ventilation, electrical and lighting systems and facilities within or serving the provided spaces, and all wiring or other infrastructure in the walls, floors, ceilings or hard structure of the provided spaces. In the event that any damage or repair is directly caused by the Contractor or its employees or agents, the Contractor shall reimburse Town for the cost of such repairs. The Town shall have no obligation to make any repairs and shall not in any way be liable to Contractor for failure to make any repairs, unless the Contractor has previously notified the Golf Course Manager and Town of the necessity for repair, and the Town has failed to cause such repairs to be made within a reasonable time.
4. Inspection for Repairs: The Town shall be entitled to inspect the provided spaces from time to time to determine needed repairs to be made by Town and to provide the Contractor with a written list of items requiring repair by the Contractor. The Contractor shall have thirty (30) days from its receipt of the list to repair all items on the list, unless the nature of such repair is such that it cannot be accomplished within 30 days, in which case the Contractor shall be allowed a reasonable period of time to make such repairs, provided Contractor promptly and diligently pursues such repairs. The failure of the Town to provide a list of repairs to Contractor shall not relieve Contractor of its maintenance and repair obligations.
5. If Contractor fails, refuses or neglects to properly maintain the provided spaces, Town may, (in addition to any other remedy Town may have) but shall not be required to, upon five (5) days written notice to Contractor, make or complete the maintenance or repairs and Contractor shall pay the costs and expense thereof, plus an administrative charge of fifteen percent (15%), to Town, upon demand, as Additional Fee. In the event of emergency repairs, no notice is required.
6. Equipment: The Town shall provide the kitchen equipment listed in Exhibit "B", attached and incorporated herein. All such equipment will be inventoried and in acceptable operating condition when the Contractor commences operation.
7. During normal business hours on reasonable prior notice, the Town or its agents may at the Town's expense audit and examine all records relating to Contractor's food and beverage services. The Town or agents, shall have access to all records, documents, and information collected and/or maintained by the Contractor or by others regarding operations at the Golf Course. This information shall be made accessible to the Town for purposes of inspection, reproduction, and audit without restriction. These books and records shall include, without limitation, (i) detailed original records of all sales at or from the provided spaces, (ii) records of any exclusions or deductions from gross revenue; (iii) sales tax records and reports, (iv) all other records, if any, which

would normally be examined by an independent accountant pursuant to accepted auditing standards in performing an audit of Contractor's sales. Contractor's failure to keep such records or to allow such inspection or audit of its books and records shall be a default under this Agreement.

8. Entry by Town: Town, or its agents, may enter the provided spaces during normal business hours to (a) inspect the same; (b) make repairs or perform maintenance required of Town under the terms hereof; (c) supply any service to be provided by Town to Contractor under this Agreement if any; and (d) post notices of non-responsibility, provided, however, that any such entry shall be done as promptly as reasonably practical and so as to cause as little interference to Contractor as reasonably practical. Contractor hereby waives any claim for damages for any inconvenience to or interference with Contractor's business or any loss of occupancy or quiet enjoyment of the provided spaces occasioned by such entry. Town shall have the right to use any and all means which Town may deem proper to open Contractor's doors in an emergency in order to obtain entry to the provided spaces, and any entry to the provided spaces obtained by Town in an emergency shall not be construed or deemed to be a forcible or unlawful entry into or a detainer of the provided spaces or an eviction, actual or construction, of Contractor from the provided spaces or any portion thereof and Town shall have no liability to Contractor as a result thereof.
9. Town shall not be liable for any interruption whatsoever in utility services: water, gas, sanitary sewer and electrical services.

V. FEES FOR EXCLUSIVE FOOD & BEVERAGE RIGHTS

1. Commencing on the tenth (10th) day of the first month following the original Occupancy Date and continuing during the Agreement Term the Contractor shall pay to the Town a Service Fee (with any applicable sales tax imposed thereon, if any) plus Additional Fees (both defined below) for the exclusive rights to provide food and beverage services, without demand, deductions, setoffs or counterclaims, in accordance with the terms of this Agreement. (Service Fee plus Additional Fees are collectively referred to as "Fees"). All Fees shall be made by a check payable to the Town of Palm Beach and delivered to the Golf Course Manager. If the Agreement is commenced or terminated during a monthly rental period, the fee will be prorated on a daily basis and, in the case of termination, paid by the Contractor on or before the termination date. All Fees shall be payable in U.S. currency, drawn on either a Florida financial institution or on a financial institution that is a member of the Federal Reserve System.
2. Service Fee: Contractor shall pay the Town ~~as a~~ a service fee for the exclusive right to provide food and beverage services at the Town of Palm Beach Golf Course, ~~the sum of One Hundred and Fifty Thousand Dollars (\$150,000) per year~~ in monthly installments. The fee structure shall be as follows:

<u>Gross Yearly Revenue up to \$1,500,000</u>	<u>10% of gross payable to Town</u>
<u>Gross Yearly Revenue in excess of \$1,500,000</u>	<u>10.5% of gross payable to Town</u>

The fees shall be due no later than the 10th day of each month.

Contractor provides a guarantee that payment to the Town shall not drop below \$150,000.00.

~~Per the schedule provided in the Contractor's proposal dated February 6, 2013, a copy of which is attached hereto as Exhibit "A", without demand, on the 10th day of each month during the Initial term. The Contractor's obligation to pay the service fee shall commence upon Contractor's occupancy of the provided spaces after the Certificate of Occupancy is received by the Town the "Occupancy Date."~~

3. Additional Fees: All sums of money or charges payable to Town from Contractor under this Agreement, other than Service Fee, are defined as "Additional Fees" and are due without deductions, setoffs, or counterclaims. Additional Fees shall be paid per calendar month, without demand, on the first day of each month during the original Agreement Term.

~~An additional 10.5% of gross revenue will be paid as Additional Fee on gross revenue over \$1,500,000 for every one year period of the Agreement, per the schedule provided in the Contractor's proposal dated February 6, 2013, a copy of which is attached hereto as Exhibit "A."~~

4. In the event the Agreement is extended for any renewal period, the monthly service fee shall be determined prior to renewal.
5. Late Payments: If any monthly payment of fees is not received within ten (10) days of the due date each month, a late charge of Twenty-Five Dollars (\$25.00) shall be added for the first day late, plus an additional Five Dollars (\$5.00) per day for each day thereafter until payment is received. Any late charges becoming due under this paragraph shall be added and become due with the next monthly payment of rent.
6. Partial Payments: No payment to or receipt by Town of a lesser amount than due shall be deemed to be other than on account of the total obligation due. No endorsement of a statement on any check or other communication accompanying a check for payment of any amounts payable under this Agreement shall be deemed to be an accord and satisfaction, and Town may accept such check without prejudice to Town's right to recover the balance of any sums owed by Contractor.
7. Returned Check Fee: If any check for ~~rent~~**service fee** or other sums due hereunder received by the Town is returned by the bank for insufficient funds, in addition to any other right or remedy available to the Town as a result of such default, Contractor shall pay to the Town a returned check fee as follows to reimburse the Town for the costs and expenses associated with such returned check: *\$25 fee for a check less than*

\$50, \$30 fee for a check between \$50 - \$300 and \$40 or 5% fee of the check value (whichever is greater) for a check over \$300.

8. No Guarantee: The Town makes no guarantee of profitability to the Contractor. All expenses and losses are to be borne exclusively by the Contractor.

VI. INSURANCE

1. Contractor shall, at Contractor's sole expense, provide at its own cost and expense during the life of the contract, the following insurance coverages to the Town of Palm Beach (30) thirty business days prior to the commencement of any work. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The insurance shall be evidenced by certificates and/or policies including premiums as determined by the Town of Palm Beach. It shall be an affirmative obligation upon the Contractor to advise the Town's Risk Manager at fax no. 561-838-5497, e-mail risk@townofpalmbeach.com, 360 S. County Road, Palm Beach, Fl 33480 within 24 hours or the next business day of cancellation, non-renewal or modification of any stipulated insurance and failure to do so shall be construed to be a breach of this Agreement/contract. The Town of Palm Beach reserves the right to require additional coverages and limits based upon the particular service or change in service provided by the Contractor.
2. Comprehensive General Liability Insurance coverage with limits of liability not less than \$1,000,000 Each Occurrence/\$2,000,000 Aggregate. The Certificate of Insurance shall indicate an Occurrence Basis only. Claims made policies will not be accepted. The Town of Palm Beach shall be endorsed as an additional insured under the General Liability coverage. The Contractor's General Liability coverage shall be primary and non-contributory.
3. Liquor Liability with limits of liability not less than \$1,000,000 each occurrence. The Town of Palm Beach shall be endorsed as an additional insured under the liquor liability policy.
4. Auto Liability coverage with limits not less than \$1,000,000 Each Occurrence Combined Single Limit each accident. The Certificate of Insurance shall indicate coverage for Any Auto or Owned Autos/ Hired Autos/Non-Owned Autos.
5. Workers' Compensation coverage with statutory limits pursuant to Florida State Statute 440.
6. Employers Liability coverage with limits not less than \$100,000 for each accident, \$100,000 disease (each employee) and \$500,000 disease (policy limit).
7. In the event that claims in excess of the insured amounts provided herein are filed by reason of any operations under the contract, the amount excess of such claims or any portion thereof may be withheld from any payment due or to become due the Contractor until such time the Service Contractor shall furnish such additional security covering such claims as may be determined by the Town of Palm Beach.

8. Umbrella or Excess Liability is required up to the minimum limit of liability if the limits of liability shown on the Certificate of Insurance under General Liability do not meet the minimum limit of liability as required.
9. Third Party Crime policy with a limit of liability not less than \$1,000,000. All required insurance policies shall provide a waiver of subrogation and rights of recovery against the Town of Palm Beach, including its agents, officers, past and present employees, elected officials and representatives, the insurance policy in effect shall protect both parties and be primary and non-contributory for any and all losses covered by the above described insurance. Insurers have no recourse against the Town of Palm Beach for payment or assessments in any form on any insurance policy.

VII. INDEMNIFICATION

1. Contractor hereby agrees to indemnify, defend and hold harmless without limit the Town, and its officers, agents, employees, and elected and appointed officials, from and against any and all liability, claims, demands, damages, fines, fees, expenses, penalties, suits, proceedings, actions and cost actions, including attorney's fees for trial and on appeal, of any kind and nature arising or growing out of or in any way connected with Contractor's operation, maintenance or repair of the provided spaces associated with the provision of food and beverage services, or the performance of this Agreement, caused by any act or omission of Contractor, its agents, servants, employees, invitees or others.

VIII. TERMINATION: END OF AGREEMENT TERM

1. This Agreement shall terminate without further notice at expiration of the Agreement Term.
2. Notwithstanding anything to the contrary contained in this Agreement, at the expiration of the Agreement Term, including any renewal thereof, or the earlier termination of this Agreement, the Contractor may remove any Contractor Fixtures and equipment furnished to the provided spaces by or at its expense; provided, however, that all furniture or equipment permanently affixed to the provided spaces in such a manner that removal would cause damage or necessitate fundamental changes thereto, including but not limited to, built in furniture and equipment, shall remain upon the expiration or termination of this Agreement.
3. The Contractor shall, at its sole cost and expense, repair or cause to be repaired any damage resulting from the removal of the Contractor's fixtures and equipment allowed to be removed hereunder. If the furnishings, trade fixtures and equipment are not removed within fifteen (15) calendar days after the expiration of the Agreement Term, or within such other time period as mutually agreed to by the parties, then any such furnishings, trade fixtures and equipment not removed shall be conclusively deemed abandoned and automatically become the property of the Town. The

Contractor also shall, at its sole cost and expense, have the grease trap cleaned. Contractor shall take all efforts necessary to ensure that the liquor licenses are transferred to the Town. This provision shall survive the termination of this Agreement.

4. At the expiration or earlier termination of the Agreement Term, Contractor shall deliver all keys to the provided spaces to the Town and shall, except as otherwise provided in this Agreement, return the provided spaces in broom clean condition, normal wear and tear excepted, and with a cleaned-out grease trap.

IX. PALM BEACH COUNTY INSPECTOR GENERAL

1. The Contractor is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this contract and in furtherance thereof may demand and obtain records and testimony from the Contractor and its independent contractors. The Contractor understands and agrees that in addition to all other remedies and consequences provided by law, the failure of the Contractor or its independent contractors to fully cooperate with the Inspector General when requested may be deemed by the municipality to be a material breach of this contract justifying its termination.

X. GENERAL CONDITIONS

1. Damage or Destruction of Licensed Premises. If the provided spaces, or any portion thereof, are destroyed or damaged as to materially hinder effective use of the provided spaces pursuant to this Agreement then the damage to the provided spaces shall be promptly repaired by Town, unless Town shall elect to terminate this Agreement. In no event shall Town be required to repair or replace Contractor's merchandise, trade, fixtures, furnishings or equipment.
 - a. If the Town elects not to repair or replace the provided spaces, it shall give written notice of its election to Contractor within ninety (90) days of the occurrence of such damage or destruction. Upon receipt of such notice, Contractor shall promptly remove its merchandise, furnishing, trade fixtures and equipment from the provided spaces.
 - b. If Town elects to repair or rebuild the provided spaces, and this Agreement is not terminated, then all insurance proceeds of Contractor and Town, however recovered, shall be made available for payment of the cost of repair, replacing and rebuilding. Contractor shall repair or replace its merchandise, trade fixtures, furnishings and equipment in a manner and to at least a condition equal to that immediately prior to the damage or destruction. Contractor shall be entitled to an abatement of the ~~rent~~ service fee due during the reconstruction period.
2. Liens: The Town and Contractor hereby agree, and notice is hereby given to all third parties, that Contractor, in procuring work, labor and materials for any improvements

or repairs to the provided spaces which have been authorized by the Town, is not in any way acting as the Town's agent and that the Town shall not be liable for any work, labor or materials furnished to Contractor by any contractor, subcontractor, laborer, materialman, or vendor, and no mechanic's or other lien for any such work, labor or materials shall attach to or affect the reversionary or other estate or interest of the Town in and to the provided spaces. The Contractor shall indemnify, defend and hold harmless the Town from and against any and all liability, claims, costs and expenses arising out of work performed on the provided spaces by Contractor or at Contractor's direction, including reasonable attorney's fees and costs incurred, by the Town in negotiating, settling, defending or otherwise protecting against such claims. It is understood and agreed that any such improvements and installations installed by the Contractor are specific to Contractor's business and are being procured for the sole purpose of enhancing Contractor's business and not to confer any permanent benefit or enhancement in value on the Town or the provided spaces. The Contractor shall inform every service or material provider of the foregoing provisions prior to contracting with any of them for goods or services.

3. Assignment: Contractor shall not assign this Agreement (whether by assignment, sale of the partnership or its assets, merger, or operation of law) without the prior, written consent of the Town. Contractor shall not assign the operation of any food service or concession under this Agreement.
4. Default and Remedies: The occurrence of any one of the following shall constitute an Event of Default and breach of this Agreement by Contractor.
 - a. The Contractor fails to pay Service Fee, Additional Fees, taxes or other sums when due and does not cure such failure within five (5) business days of Contractor's receipt of written notice of such failure by Town;
 - b. Contractor fails to comply with the insurance requirements of this Agreement and does not cure such failure within five (5) business days of Contractor's receipt of written notice of such failure by Town;
 - c. Contractor removes furniture, trade fixtures, equipment or accessories without replacement after notice and failure to cure such default;
 - d. Contractor fails to keep the premises in clean and orderly condition or make any repairs after notice and failure to cure such default;
 - e. Contractor receives three (3) or more **repetitive, uncorrected** critical violations from health inspectors within any twelve month period;
 - f. Contractor's failure to provide food and beverage services on a regular basis after notice and failure to cure such default;
 - g. Contractor fails to adequately address customer complaints in a timely manner and/or fails to provide excellent customer service in a consistent manner, after notice and failure to cure such default;

- h. Contractor fails to provide the level of supervision required by this Agreement after notice and failure to cure such default;
- i. Contractor fails to provide food and beverage services in accordance with the terms and conditions of this Agreement after notice and failure to cure such default;
- j. Contractor fails to perform any other term, condition or obligation of Contractor under this Agreement (other than payment of rent, taxes or any other sums due, or to maintain the required insurance coverage) and does not cure such failure within thirty (30) days of Contractor's receipt of written notice of such failure from Town;
- k. The abandonment or failure to take possession of the provided spaces (for purposes of this Agreement, abandonment shall be defined as Contractors' absence from the provided spaces of a period of more than five (5) consecutive calendar days without the Town's consent);
- l. Contractor's assignment of this Agreement or subletting of the provided spaces or any portion thereof except as permitted in this Agreement;
- m. The dissolution or liquidation of Contractor's corporation;
- n. The subjections of any right or interest of Contractor in the provided spaces to attachment, execution, or other levy, or to seizure under legal process, if not released within twenty (20) days;
- o. The appointment of a receiver, who is not removed within sixty (60) days after appointment, to take possession of the provided spaces for any reason, including but not limited to, assignment for benefit of creditors or voluntary or involuntary bankruptcy proceedings, or pursuant to any mortgage permitted by provisions or this Agreement;
- p. An assignment by Contractor for the benefit of creditors or the filing of a voluntary or involuntary petitions by or against Contractor under any law for the purpose of adjudicating Contractor a bankrupt; or for extending time for payment, adjustment, or satisfaction of Contractor's liabilities; or for reorganization, liquidation, dissolution, or arrangement on account of or to prevent bankruptcy or insolvency; unless the assignment or proceedings, and all consequent orders, adjudications, custodies, and supervisions are dismissed, vacated or otherwise permanently stayed or terminated within sixty (60) days after the assignment, filing or other initial event;
- q. Contractor commits waste to the provided spaces;
- r. Contractor receives more than two notices of the same default within any twelve (12) month period, notwithstanding any subsequent cure of the default identified in such notices.

5. Town's Remedies: Upon the occurrence of an Event of Default, the Town may, if it so elects, terminate this Agreement by giving five (5) days written notice of such termination to Contractor, whereupon this Agreement shall automatically cease and terminate and Contractor shall be immediately obligated to quit the provided spaces and transfer the liquor licenses to the Town. Any other notice to quit or notice of Town's intention to reenter the provided spaces is hereby expressly waived by Contractor. Upon the termination of this Agreement, Contractor shall surrender possession and vacate the provided spaces immediately and remove Contractor's property. Town may proceed to recover possession of the provided spaces by legal process or by reentry and possession. The Contractor hereby grants to Town a license to enter into the provided spaces upon termination, with or without process of law, and to repossess the provided spaces and to expel or remove Contractor, and at Contractor's expense, any and all Contractor's property using force as may be necessary, without being deemed in any manner guilty of trespass, eviction, forcible entry or detainer, or conversion of property and without relinquishing any of Town's rights or remedies under this Agreement or at law or equity. In addition to any other remedy it may have, the Town may recover from Contractor all damages incurred by reason of such breach or Event of Default, including the cost of recovering the provided spaces.
- a. Any and all property, merchandise, furnishings, trade fixtures and equipment of Contractor which may be removed from the provided spaces by Town, pursuant to the authority of Town, at the risk, cost and expense of Contractor. Town shall not be responsible for the value, preservation or safekeeping of such property, merchandise, furnishings, trade fixtures and equipment. Contractor shall have thirty (30) days from the date of removal to retake such property, merchandise, furnishings, trade fixtures and equipment from storage and to pay to Town all expenses incurred in the removal and all storage charges. Any such property not taken from storage by Contractor within the thirty days shall be conclusively deemed to have been forever abandoned by Contractor and Town may dispose of same in such manner as Town shall choose, but such disposal shall not relieve Contractor of the obligation to reimburse Town for the cost of removal, storage and disposition of such property.
6. The Town's Default and the Contractor's Remedies: The Town shall be in default of this Agreement if the Town fails to perform and observe any of its obligations required to be performed under this agreement or applicable law, and fails to cure such default within thirty (30) days of the Town's receipt of written notice of such default from the Contractor; provided, however, that if the nature of the Town's default is such that it cannot reasonably be cured within such 30 day period, then the Town shall have a reasonable period of time to cure such default provided that it diligently undertakes and pursues such cure to the Contractor's reasonable satisfaction.
7. Non-Waiver; Remedies Cumulative: Failure of either party to complain of any act or omission on the part of the other party, no matter how long the same may continue, shall not be deemed to be a waiver by said party of any of its rights hereunder. No action or inaction by Town shall constitute a waiver of a default. No waiver by either

party of any breach of any provision of this Agreement shall be deemed a waiver of a breach of any other provision of this Agreement or consent to any subsequent breach of the same or any other provision. If any action by either party shall require the consent or approval of the other party, the other party's consent to or approval of such action on any one occasion shall not be deemed a consent or approval of said action on any subsequent occasion or consent to or approval of any other action on the same or any subsequent occasion. Any and all rights and remedies which either party may have under this Agreement or by operation of law, either at law or in equity upon any breach, shall be distinct, separate and cumulative and shall not be deemed inconsistent with each other; and no one of them, whether exercised by said party or not, shall be deemed to be in exclusion or any other, and any two or more or all of such rights and remedies may be exercised at the same time.

8. Town's Right to Perform Contractor's Duties and Obligations. If Contractor fails to perform any of its duties or obligations under this Agreement, then the Town may (but is not obligated to) perform the same after giving thirty (30) days' notice to Contractor and Contractor shall reimburse Town the costs incurred by Town in performing same.
9. Contractor Representations:
 - a. Contractor represents and warrants that at the time of execution of this Agreement, Contractor is not insolvent, it is not in bankruptcy proceedings or receivership, nor is it engaged in or threatened with any litigation, arbitration or other legal or administrative proceedings or investigations of any kind which would have an adverse effect on its ability to perform its obligations under this Agreement.
 - b. Contractor represents to Town that (i) neither Contractor nor any person or entity that directly owns a 10% or greater equity interest in it nor any of its officers, directors or managing members is a person or entity (each, a "Prohibited Person") with whom U.S. persons or entities are restricted from doing business under regulations of the Office of Foreign Asset Control ("OFAC") of the Department of Treasury, including those named on OFAC's Specially Designated and Blocked Persons list or under Executive Order 13244, signed on September 24, 2001, entitled "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit or Support Terrorism, or other governmental action; (ii) that Contractor's activities do not violate the international Money Laundering Abatement and Financial Anti-Terrorism Act of 2001 or the regulations or orders promulgated thereunder; and (iii) that throughout the term of the Agreement, these representations of Contractor shall remain valid and Contractor shall comply with the Executive Order and Money Laundering Act.
10. No Partnership or Joint Venture: Nothing contained in this Agreement shall constitute or be constructed to be or create a partnership or joint venture between the Town and Contractor.

11. Business Day: Should any due date hereunder fall on a Saturday, Sunday or legal holiday, then such due date shall be the first Town business day following such Saturday, Sunday or legal holiday.
12. Limitation of Liability: Town desires to enter into this Agreement only if in so doing Town can place a limit on Town's liability for any cause of action for money damages due to an alleged breach by Town of this Agreement, so that its liability for any such breach never exceeds the sum of \$25,000.00. Contractor hereby expresses its willingness to enter into this Agreement with a \$25,000.00 limitation on recovery for any damage action for breach of contract. Accordingly Contractor hereby agrees that Town shall not be liable to Contractor for damages in an amount in excess of \$25,000.00 for any action for breach of contract arising out of the performance or nonperformance of any obligations imposed upon Town by this Agreement. The foregoing provisions shall not preclude an action by Contractor for specific performance. Nothing contained in this section or elsewhere in this Agreement is in any way intended to be a waiver of the limitation place upon Town's liability as set forth in Florida Statutes, Second 768.28
13. Force Majeure: Neither party shall be deemed in default with respect to the failure to perform any of the terms, covenants and conditions of this Agreement if such failure is due in whole or in part to any strike, lockout, labor dispute (whether legal or illegal), civil disorder, inability to procure materials, failure of power, restrictive governmental laws and regulations, riots, insurrections, war fuel shortages, accidents, casualties, windstorm, Acts of God, terrorism, or any other cause beyond the reasonable control of either party. In such event, the time for performance shall be extended by an amount of time equal to the period of the delay so caused. The provisions of this paragraph shall not relieve Contractor from the prompt payment of rent and other sums due hereunder if Contractor can reasonably occupy the provided spaces.
14. Compliance with Laws:
 - a. Contractor shall, at its expense, comply with all valid requirements of governmental authorities and all applicable present and future federal, state, and local laws, ordinance, rules, and regulations relating to the use and occupancy of the provided spaces, the liquor licenses, and any repairs or work performed on the provided spaces by Contractor, except if same is an obligation of Town. Contractor will indemnify, Town against any penalty, damage or charge imposed for any violation by Contractor, its agents and employees, of such requirements.
 - b. The Town will comply with all applicable laws, rules and regulations imposed upon it as the owner of the provided spaces.
 - c. This Agreement is contingent upon Contractor obtaining all certificates, licenses, permits, and other approvals that may be required by any federal, state, or local authority for the operation of the restaurant and bar. The payment of any penalties or fines arising out of or in any way connected with

the violation of, or non-compliance with, the foregoing shall be Contractor's responsibility.

15. Notices: Any notices, demands or correspondence by either party to the other given pursuant to or by virtue of this Agreement must be hand-delivered or sent by U.S. Mail-Certified Mail, Return Receipt Requested, addressed to the receiving party at the following addresses or to such other address as Town or Contractor may designate by written notice to the other:

If to Town:

Town of Palm Beach
P.O. Box 2029
Palm Beach, FL 33480
Attn: Director of Recreation

If to Contractor:

PB Ocean View, Inc.
87 Via Mizner
Palm Beach, FL 33480
Attn: Arlene Desiderio, President

16. No Agent: Contractor acknowledges that it is not an agent of the Town and shall have no authority to bind Town to any contractual or other obligation whatsoever.
17. Patriot Act Compliance: Contractor certifies that Contractor is not acting directly or indirectly for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, Specially Designated National or Blocked Person as defined by an pursuant to any law, order, rule or regulation. Contractor further certifies that it is not engaged in this Agreement directly or indirectly on behalf of any such person, group, entity or nation. Contractor hereby agrees to defend indemnify and hold Town harmless from and against any and all claims, damages or losses, including attorney's fees, arising from or related to a breach of the foregoing certification.
18. Time is of the Essence: Time is of the essence with respect to the payment of all fees and with respect to the performance of every provision of this Agreement in which time of performance is a factor.
19. Applicable Law and Venue, Waiver of Jury Trial: This Agreement shall be construed and interpreted, and the rights of the parties hereto determined, in accordance with Florida law. Town and Contractor submit to the jurisdiction of Florida courts and federal courts located in Florida. The parties agree that proper venue for any suit concerning this Agreement shall be Palm Beach County, Florida, or the Federal Southern District of Florida. Contractor agrees to waive all defenses to any suit filed in Florida based upon improper venue or *forum nonconveniens*. TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH

PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT.

20. Third Party Beneficiary: Nothing contained in this Agreement shall be construed so as to confer upon any other party the rights of a third party beneficiary.
21. Construction of Language: The language in all parts of this Agreement shall in all cases be construed as a whole according to its fair meaning. Each party has participated extensively in the negotiations concerning and drafting of this Agreement, and each had the opportunity to be represented by legal counsel.
22. Unlawful Discrimination: Contractor shall not discriminate against any employee, applicant for employment, or any patron or customer, because of race, color, religion, sex, gender identity or expression, national origin, age, disability, familial status, marital status or sexual orientation, or any other factor which cannot be lawfully used as a basis for service delivery.
23. Amendment: This Agreement may only be amended or modified by the mutual, written agreement of the parties.
24. Assignment: Contractor or Contractor's legal representatives or successors in interest, shall not mortgage, pledge, encumber, franchise, assign or in any manner transfer this Agreement, nor shall the Contractor permit the provided spaces to be sub-let, used or occupied for the conduct of any business by any third person or business entity, or for any purpose other than is authorized under this Agreement. The Town shall not be required to give its consent to any assignment or transfer of control of stock in the Contractor's corporation if such transfer does not result in the new assignee having a different use or less experience in the approved use as the Contractor.
25. No Broker: The Town and Contractor represent and warrant to each other that neither party has engaged, employed nor dealt with any broker for whom a commission is due in connection with this Agreement.
26. Memorandum of Agreement: At either party's request, the Town and Contractor shall execute a Memorandum of Agreement mutually agreed to by the parties, which may be recorded in the public records of Palm Beach County, Florida.
27. Entire Agreement: This Agreement, along with the Exhibits and the terms and conditions of the RFP, constitutes the entire agreement and understanding of the parties and supersedes all negotiations and other verbal discussions and agreements of any kind, and there are no covenants, promises, representations, conditions or understandings by any party or the agent of any party hereto, either oral or written, between the parties or relied upon by the parties, other than as set forth in this Agreement. No subsequent alteration, modification, deletion, change or additions to this Agreement shall be binding upon the Town or Contractor unless same shall be in writing and signed by Town and Contractor.

28. Exhibits: The following Exhibits are attached and are made a part of this Agreement

- a. Attachment A - Pizza al Fresco, LLC Proposal, Dated February 6, 2013
- b. Attachment B - List of Town Provided Kitchen Equipment
- c. Attachment C - RFP NO. 2013-13
- d. Attachment D - Letter Dated April 4, 2013, from Arlene Desiderio, President, Regarding Corporate Entity Change from Pizza al Fresco, LLC to PB Ocean View, Inc.

[Remainder of page intentionally blank. Signatures on following page]

IN WITNESS WHEREOF, the Town and Contractor have executed this Agreement as of the date indicated below under the signature of the Town Manager.

ATTEST:

TOWN OF PALM BEACH

Susan Owens
Town Clerk

~~Peter B. Elwell~~ **Thomas G. Bradford**
Town Manager

RECOMMEND APPROVAL:

Date: _____

~~Jay Boodheshwar~~ **Beth Zickar**
Director of Recreation ~~& Special Projects~~

TOWN ATTORNEY APPROVAL:

PB OCEAN VIEW, INC.

John C. Randolph
Town Attorney

By: _____
Arlene Desiderio, President

Date: _____

TOWN OF PALM BEACH

Town Council Meeting on: November 10, 2015

Section of Agenda

Resolutions

Agenda Title

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

Presenter

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

Supporting Documents

- [Memorandum Dated October 20, 2015, from H. Paul Brazil, P.E., Director of Public Works](#)
- [Resolution No. 169-2015](#)
- [Bid Tab Sheet](#)

TOWN OF PALM BEACH

Information for Town Council Meeting on: November 10, 2015

To: Mayor and Town Council

Via: Thomas G. Bradford, Town Manager

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

Re: Rescind and Award Bid No. 2015-28 and Approve a Purchase Order for Exterior Painting of the Police Department
Resolution No. 169-2015

DATE: October 20, 2015

STAFF RECOMMENDATION

Staff recommends that Town Council approve Resolution No. 169-2015, rescinding Resolution No. 86-2015 which approved a purchase order to Sheerson Painting, Inc., for the exterior painting of the Police Department building and established an overall budget of \$44,575. Staff recommends that Town Council awards Bid No. 2015-28 to One Call Property Services, Inc. for the exterior painting of the Police Department building, approving a purchase order in the amount of \$42,799, and establishing an overall budget of \$49,250.

GENERAL INFORMATION

On July 14, 2015, Town Council approved staff's recommendation to adopt Resolution No. 86-2015, awarding a contract to Sheerson Painting, Inc., the lowest responsive, responsible bidder, for the exterior painting of the Police Department building. Despite repeated attempts to contact the vendor since then, they have been unresponsive and have not submitted satisfactory insurance to meet the Town requirements. Pending approval by Town Council, the vendor will be notified in writing that their bid has been rescinded.

Staff recommends that in addition to rescinding the award to Sheerson Painting, Inc., Town Council award this bid and approve a purchase order to One Call Property Services, Inc., for exterior painting of the Police Department building. They were identified as the next lowest responsive, responsible bidder on Bid No. 2015-28. They have successfully performed other projects for the Town, most recently the renovation of the Police Department Communications room. The purchase order amount is recommended to be \$42,799 and the overall project budget be established at \$49,250 with a 15% contingency included to cover replacing damaged wood and to perform necessary stucco repairs.

This painting project will be coordinated with other planned work in the vicinity (Town Hall Square Phase 2, and Police Department's HVAC Replacement), to mitigate impacts to residents, businesses, and traffic.

FUNDING/FISCAL IMPACT

There are sufficient funds in the FY16 Public Works budget to accomplish this project.

PURCHASING REVIEW

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

TOWN ATTORNEY REVIEW

These resolutions have been reviewed by the Town Attorney and approved as to legal form and sufficiency.

Attachments

cc: Jane Struder, Director of Finance
Eric B. Brown, P.E., Assistant Director of Public Works
Brett Madison, Facilities Division Manager
Adis Pedraza, Purchasing Manager

RESOLUTION NO. 169-2015

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, RESCINDING RESOLUTION NO. 86-2015, AND AWARDING BID NO. 2015-28 FOR EXTERIOR PAINTING OF THE POLICE DEPARTMENT BUILDING TO ONE CALL PROPERTY SERVICES, INC., AND APPROVING A PURCHASE ORDER IN AN AMOUNT OF \$42,799, AND ESTABLISHING A BUDGET OF \$49,250.

* * * * *

WHEREAS, on July 14, 2015, the Town Council adopted Resolution No. 86-2015 approving a purchase order to Sheerson Painting, Inc., for the exterior painting of the Police Department building; a copy of which is on file with the Purchasing Division of the Town of Palm Beach; and

WHEREAS, Sheerson Painting, Inc. has been unresponsive making it necessary to rescind the award.

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

Section 1. Resolution No. 86-2015 is hereby rescinded.

Section 2. The Town Council of the Town of Palm Beach hereby withdraws the previous purchase order authorization of \$38,760, and the overall project budget of \$44,575 for exterior painting of the Police Department building.

Section 3. The Town Manager is hereby authorized and directed to rescind the contract with Sheerson Painting Inc., for exterior painting of the Police Department building.

Section 4. The Town Council of the Town of Palm Beach hereby awards Bid No. 2015-28 to One Call Property Services, Inc. and approves a purchase order in an amount of \$42,799 for exterior painting of the Police Department building and establishes a budget of \$49,250, to allow completion of the remaining bid items by separate purchase orders as necessary.

Section 5. The Town Manager is hereby authorized and directed to execute this purchase order on behalf of the Town of Palm Beach for this improvement, and additional purchase orders for the remaining bid items not to exceed the established budget.

Section 6. The Town Manager, or his designee, is hereby authorized and directed to take such further actions as may be necessary to effectuate the rescinding of Resolution No. 86-2015, and the completion of the said project work, including any necessary change order work, within the established budget, as recommended by the Public Works Director.

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

Gail L. Coniglio, Mayor

Michael J. Pucillo, Town Council President

Richard M. Kleid, Council President Pro Tem

Danielle H. Moore, Town Council Member

ATTEST:

Penelope D. Townsend, Town Council Member

Susan A. Owens, MMC, Town Clerk

Robert N. Wildrick, Town Council Member



TOWN OF PALM BEACH
BID NO. 2015-28
EXTERIOR PAINTING
POLICE DEPARTMENT BUILDING
TABULATION

Vendor:	One Call Property Services, Inc.	Roof Painting by Hartzell	Sheerson Painting Inc.	Sun Art Painting
	7804 SW Ellipse Way	2301 NW 33rd Court, Ste 112	6011 Black Plum Ct.	16108 72nd Drive N.
	Stuart, FL 34997	Pompano Beach, FL 33069	Tamarac, FL 33321	Palm Beach Gardens, FL 33418
	Telephone: 772-324-1146	954-658-0515	407-271-3083	561-662-0013
	Fax: 772-409-8620	954-957-9766	(none)	(none)
Contact:	Brent Martin	Mike Goodwill	Zulfiqar Sheermohamed	Eric Wells
Qty	Unit	Total	Total	Total

BASE BID

Line	Description	Qty	Unit	Price per Unit	Total
1	Labor, management, materials, and equipment to provide Exterior Painting of Police Department Building as specified.	1	LS	\$ 42,799.00	\$ 42,799.00
				\$ 38,760.00	\$ 38,760.00
				\$ 43,981.00	\$ 43,981.00

Line	Description	Qty	Unit	Price per Unit	Total
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OPTIONS

Line	Description	Qty	Unit	Price per Unit	Total
1	Remove and Replace fascia, soffit, and decorative wood not fit for painting.	1	LF	\$ 35.00	\$ 35.00
2	Stucco Repair (over 100 sf Base Bid amount)	1	SF	\$ 21.00	\$ 21.00

Bid Opened on May 6, 2015 at 2:00 PM
 Opened by: John Omar
 Witnessed by: Angel Lopez

LOWEST

TOWN OF PALM BEACH

Town Council Meeting on: November 10, 2015

Section of Agenda

Resolutions

Agenda Title

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

Presenter

Susan A. Owens, MMC, Town Clerk

Supporting Documents

- [Memorandum dated October 30, 2015, from Susan A. Owens, MPA, MMC, Town Clerk](#)
- [Resolution No. 175-2015](#)
- [Agreement with the Palm Beach County Supervisor of Elections](#)
- [Exhibit A](#)
- [Exhibit B](#)
- [Agreement Clarifications for March 15, 2016, Election](#)

TOWN OF PALM BEACH

Information for Town Council Meeting on: November 10, 2015

To: Mayor and Town Council

Via: Thomas G. Bradford, Town Manager

From: Susan A. Owens, MMC, Town Clerk

Re: Agreement with SOE Relating to Vote Processing Equipment Use and Election Services
Resolution No. 175-2015

Date: October 30, 2015

STAFF RECOMMENDATION

Staff recommends that the Town Council approve Resolution No. 175-2015, approving an agreement with the Palm Beach County Supervisor of Elections for Vote Processing Equipment Use and Election Services for the year 2016.

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 spells out the respective responsibilities of the Town and the SOE, sets forth the estimated election costs, and serves to cover all 2016 Town of Palm Beach general or special elections conducted by the SOE. There have been no major changes to this agreement, other than a cost reduction due to the Presidential Preference Primary cost sharing.

FUNDING/FISCAL IMPACT

The cost for said services is estimated to be \$2,500 for the March 15, 2016, general election and \$9,500 for the March 29, 2016, run-off election, if necessary. These estimates do not include all election related expenditures, such as legal advertising, ballot printing, and Poll Worker salaries.

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
Sue Eichhorn, Elections Coordinator

RESOLUTION NO. 175-2015

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING AN AGREEMENT BY AND BETWEEN THE PALM BEACH COUNTY SUPERVISOR OF ELECTIONS AND THE TOWN OF PALM BEACH RELATING TO VOTE PROCESSING EQUIPMENT USE AND ELECTION SERVICES; 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 regard 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 10th day of November, 2015.

Gail L. Coniglio, Mayor

Michael J. Pucillo, Town Council President

Richard M. Kleid, Council President Pro Tem

Danielle H. Moore, Town Council Member

ATTEST:

Penelope D. Townsend, Town Council Member

Susan A. Owens, MMC, Town Clerk

Robert N. Wildrick, Town Council Member

(SEAL)

**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 November, 2015, effective January 1, 2016, 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 hereinbelow.

2. **DATE OF GENERAL MUNICIPAL ELECTION:**

The date of the Town of Palm Beach’s General Municipal election is March 15, 2016.

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

It is hereby acknowledged and agreed that for any municipal election held on the above

referenced date or for the general election in November, there will be a cost sharing among municipalities for costs incurred by the SOE, which costs shall be allocated on a pro-rata share basis. For any other municipal election 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.

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 or poll worker training facilities 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 here 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, provide ballot language for any ballot questions within the resolution if applicable and appoint at least 3 members of the Municipality's Canvassing Board, which may or may not include the SOE, at the SOE's discretion.
- (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 and Petition Initiatives

(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.
- (f) Provide all necessary information and materials for petition initiative process

(2) SOE

- (a) Verify signatures on any qualifying petitions submitted by candidates or for petition initiatives and notify the municipality of such results upon the close of the candidate qualifying or petition initiative deadlines as applicable.

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)~~ 120 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 and related communication fees.
- (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) Provide an additional list of 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 and approved by the SOE 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, 2016, 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	Town of Palm Beach
240 S. Military Trail	360 S. County Rd

West Palm Beach, Florida 33415
Attention: Susan Bucher

Palm Beach, FL
Attention: Thomas G. Bradford,
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, 2016.

As to the SOE:

WITNESSES:

SUPERVISOR OF ELECTIONS
PALM BEACH COUNTY

Susan Bucher

Date: _____

As to the MUNICIPALITY:

ATTEST:

TOWN OF PALM BEACH

Susan A. Owens, MMC, Town Clerk

Gail L. Coniglio, Mayor

(Affix Municipal Seal)

Date: _____

Palm Beach County Supervisor of Elections

Schedule of Municipal Election Fees

March 15, 2016 PPP Election

A. Set up Fee 400.00

- Prepare Absentee Ballot, Edge layout and Sample Ballot, ePollbooks
- Post election results SOE website, Channel 20 and precinct by precinct results

B. Additional costs based on actual costs incurred by municipality will be developed and included in the invoice provided post election from the Supervisor of Elections

- Translations as required by municipals will be included in billing
- Precinct Ballot Costs for NPA Ballots
- Absentee Ballot Costs for NPA Ballots
- Cost of extra ballot card if required for municipality and incremental postage required for absentee ballot mailing

Palm Beach County Supervisor of Elections

2016 Municipal Election Run-Off Fees *

ABSENTEE BALLOTS	
Set up AB fee	0.13
Prepare and mail Absentee Ballots - materials and postage	2.20
Provide absentee voting - prep and mailing; staff time	0.50
Process absentee ballot requests; staff time	0.89
Recording/verification of Absentee Ballot returns - staff time	0.89
Notification to voters of Absentee Ballots from disposition of Canvassing Board	0.09
TOTAL ABSENTEE BALLOT SERVICES	4.70
<u>MUNICIPAL PACKAGE</u>	
Arrange for translating, printing and recording of audio ballot	<i>TBD</i>
Provide polling place supplies – signs, cones, tables, chairs, etc.	25.00
Publish legal notices - L&A testing, AB canvassing	<i>TBD</i>
L&A test development - unique test script, manual ballot marking, pretesting of voting equipment	147.12
Election Day support	330.60
Election Morning and Night OT staff	463.59
Canvass of Absentee Ballots	328.34
Post election results - SOE website, Channel 20, precinct by precinct	48.93
Assist in finding poll worker replacements	54.84
Provide certification of registered voters after book closing	33.48

Palm Beach County Supervisor of Elections

2016 Municipal Election Run-Off Fees *

Prepare information for upload to ePollBooks_IT	80.16
Prepare Absentee Ballot, Edge layout and Sample Ballot - Equip Center	133.91
Prepare Absentee Ballot, Edge layout and Sample Ballot - IT	160.32
Conduct post election mandatory audit	118.34
Provide certification of election results	33.48
TOTAL MUNICIPAL PACKAGE SERVICES	1,806.29
PRECINCT SERVICES	
Prepare Clerk bags incl Ipad,cell phones and election materials - IT and PW Staff time	13.19
Prepare equipment cabinets and routing of voter equipment	23.24
Prepare precinct scanners and ADA Touch screen equipment	23.24
Management of voting history (post election)	25.27
iPAD programming and prep time _IT staff	9.63
iPADs Data Service- 2 iPads per precinct	36.00
Notification to provisional voters re: the disposition of Canvassing Board	4.70
TOTAL PRECINCT SERVICES	135.27
* excludes expenses for delivery and pickup of voting equipment, precinct ballot printing, pollworker salaries	

PALM BEACH COUNTY SUPERVISOR OF ELECTIONS
2016 Municipal Elections Charges
Cost Examples - Small, Medium, Large Municipalities

Uniform Election Costs *

MUNICIPALITY	MUNICIPAL PACKAGE	ABSENTEE BALLOTS	PRECINCTS	TOTAL COST
		# ballots @5.31	# precincts @ \$310.00	
HAVERHILL	\$2,563	40	4	\$4,015
RIVIERA BEACH	\$2,563	1,209	17	\$14,252
BOCA RATON	\$2,563	3,304	47	\$34,677

Single Election *

MUNICIPALITY	MUNICIPAL PACKAGE	ABSENTEE BALLOTS	PRECINCTS	TOTAL COST
		# ballots @6.29	# precincts @ \$318.61	
HAVERHILL	\$5,812	40	4	\$7,338
RIVIERA BEACH	\$5,812	1,209	17	\$18,833
BOCA RATON	\$5,812	3,304	47	\$41,569

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

	A	B	C	D	E	F	G
1							
2	Supervisor of Elections 2015 Municipal Elections _Cost Details						
3							
4			Single Election			Uniform Elections	
5	<u>ABSENTEE BALLOTS</u>						
6	Set up fee		0.40			0.03	
7	On Call Support - Pitney Bowes					0.16	
8	Prepare and mail Absentee Ballots (machine use, voter file, postage) - materials and postage		2.20			2.20	
9	Provide absentee voting - prep and mailing; staff time		1.66			0.90	
10	Process absentee ballot requests; staff time		0.96			0.96	
11	Recording/verification of Absentee Ballot returns - staff time		0.96			0.96	
12	Notification to voters of Absentee Ballots on the disposition of Canvassing Board		0.10			0.10	
13	TOTAL ABSENTEE BALLOT SERVICES		Cost per AB Ballot 6.29 processed			Cost per AB Ballot 5.31 processed	
14							
15	<u>MUNICIPAL PACKAGE</u>						
16	Arrange for translating, printing and recording of audio ballot		TBD	Actual charges to munis that require translation service, plus IT time to be added		TBD	Actual charges to munis that require translation service, plus IT time to be added
17	Provide polling place supplies – signs, cones, tables, chairs, etc.		25.00			25.00	
18	Publish legal notices (L&A testing, AB canvassing)		532.09			82.14	
19	L&A test development (unique test script, manual ballot marking, pretesting for comparisons and pulling equipment for public tests)		143.58			207.76	
20	Election Day support (all staff available & phone bank for voters)		1,151.73	no phone bank		483.97	phone bank included
21	Election Morning and Night OT staff		2,753.01			556.86	
24	Assist the municipality with canvass of Absentee Ballots		314.16			314.16	
26	Post election results on SOE website and Channel 20		97.27			97.27	
27	Interface with candidates, press, city staff, city attorneys regarding Election Law		171.58			171.58	

	A	B	C	D	E	F	G
1							
2	Supervisor of Elections 2015 Municipal Elections _Cost Details						
3							
4			Single Election			Uniform Elections	
28	Assist in finding poll worker replacements		51.59			51.59	
29	Conduct mandatory audit days after election		141.52			141.52	
30	Provide certification of registered voters after book closing		64.18			64.18	
31	Prepare voter data for e-pollbook (EPB) upload		79.41			79.41	
32	Prepare Absentee Ballot, Edge layout and Sample Ballot		128.35			128.35	
33	Prepare Absentee Ballot, Edge layout and Sample Ballot		158.81			158.81	
34							
35	TOTAL MUNICIPAL PACKAGE SERVICES		5,812.28	Municipal Package Cost excluding translation services		2,562.60	Municipal Package Cost excluding translation services
36							
37	<u>PRECINCT SERVICES</u>						
38	Prepare Clerk bags incl Ipad, cell phones and election materials - IT and PW Staff time		12.83			12.83	
39	Delivery and Pick up of voting equipment to training locations		12.53			3.91	
40	Prepare equipment cabinets and routing plan for voting equipment		21.49			21.49	
41	Prepare precinct scanners and ADA Touch screen equipment		21.49			21.49	
42	Post Election_Voting history requirements		31.92			31.92	
43	Plan training class locations/trainers payroll/printed training materials		58.65			58.65	
44	iPAD programming and prep time _IT staff		9.59			9.59	
45	iPADs Data Service		144.00			144.00	
46	Notification to provisional voters re: the disposition of Canvassing Board		5.81			5.81	
47	Copy of current polling place contract		0.15			0.15	
48	List of precinct poll workers		0.15			0.15	
49							
50	TOTAL PRECINCT SERVICES		318.61	Cost per precinct		310.00	Cost per precinct



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From: Susan Bucher [<mailto:susanbucher@pbcelections.org>]

Sent: Tuesday, September 29, 2015 4:25 PM

To: Debra R. Buff; Charmaine Kelly; Erin Lewandowski

Subject: Re: March 2016 Election Inquiries

Debra:

We sent the attached to each of the 38 municipal clerks on 9/8/15. The first page provides the exact items that municipalities should expect to be responsible for when their municipal elections fall on the same date as the PPP on March 15, 2016. Pages 2 and 3 of this document outline the items that municipalities should expect to be responsible for when their municipality has a run-off election. Since the Federal PPP does not have a run-off, all of the customary responsibilities of your normal elections should be assumed to be the municipal clerk's responsibility during a municipal run-off election.

We have a date for the 2015 Clerk Workshop with the SOE on 10/29/15 at 10:00 a.m. to 11:30 a.m. You should receive an invitation from Charmaine shortly.

i. During a Federal Election, the canvassing board is the county canvassing board; therefore, no municipal representation is required for the L&A for the March 15, 2016 election.

ii. During a Federal Election the SOE will secure all polling locations for that election. Municipal Clerk's will be responsible for all of their normal municipal activities if there is a municipal run-off, including assigning and paying poll workers, polling location, delivery and pickup of equipment and precinct ballot printing.

iii. No. The same supplies used for the PPP will also be used for municipal elections.

iv. No, but the Clerk will be responsible for polling locations and assigning and paying poll workers in the event of a run-off election.

v. SOE will have a full support staff in the field (poll worker clerks and technicians). I would imagine each clerk with an election would provide support to your constituents in the event that they have any questions or issues with your municipal election on election day.

vi. The county canvassing board will be canvassing all ballots and our staff will tabulate ballots and provide results as usual.

vii. A post election audit will be done by the county canvassing board.

viii. If there are any municipal recounts, the municipal clerk for that municipality will be responsible for the administration of a recount, along with SOE staff's assistance, as usual.

b.i. The costs are well documented on the attachment.

ii. The PPP is when all Republican presidential candidates and all Democratic candidates appear on separate ballots. If your municipal is having an election and you have No Party Affiliation voters or any voter who is not a Republican and not a Democrat (Other), we will need to provide them a ballot that would just consist of the municipal election (since all of the municipal elections are NPA); therefore, the SOE will order 65% of the total NPA and Other voters in each precinct for each municipality with an election on the PPP and you will be billed directly by the ballot printer as usual.

1. The municipal elections will be on separate ballots only in cases of NPA or Other Minor Political Party affiliation voters. Florida is a closed Primary state and if a voter is not affiliated with one of the two popular political parties, they will not be entitled to vote in the PPP.

2. Municipalities will be directly billed for the NPA ballots by the ballot printer.

3. The SOE will determine the number of ballots needed for each precinct based upon the voter registration unless a municipality insists on making the determination for the NPA and Other ballots.

4. Municipal ballots have always been Non Partisan Precinct ballots, as your candidates run with no party affiliation - the cost remains the same as always. The cost of Non Partisan Absentee Ballots are the same as other absentee ballots, they just wouldn't have the PPP on them.

2. a. The SOE will provide the clerks with a list of poll workers in case of run-off elections.

b. The SOE will provide a list of polling locations to the clerks in case of a run-off election.

c. The municipalities will be responsible for securing poll workers and polling locations for run-off elections.

Finally, our office has received communication about the municipality not wanting to "opt out" of early voting. Early Voting is mandatory during a Federal Election.

If we may provide any additional information, please let me know.

On Thu, Sep 24, 2015 at 6:42 PM, Debra R. Buff <dbuff@belleglade-fl.com> wrote:
Hi Susan, hope all is going well with you.

As the Liaison between you and the members of Palm Beach County Municipal Clerks Association, I come to you with several questions/concerns that they have presented to me. (So, don't kill the messenger!! ☺)

First, have you had a chance to schedule a date for your training session with Clerks? If so, please provide details. I'm sure your training session will address all the below questions and more, however, several Clerks are antsy to get answers to their questions/concerns.

As such, below is a list of questions and/or concerns that I would greatly appreciate your response so I can pass them along to all the other Clerks.

1. SOE Agreement – There appears to be lots of concern with the agreement provided for the 2016 election process.

a. This is the same agreement previously provided to municipalities for past elections that did not coincide with a PPP. The agreement states the municipality remains responsible for:

- i. Section D. (1) Equipment Testing – does the municipality need representation during the L&A?;
- ii. Section G.(1) Polling Places – it is understood the County will be responsible for the PPP and the municipality only for a run-off. If this is incorrect, please advise;
- iii. Section H.(1) Precinct Supplies – does the municipality have any responsibility as it relates to the PPP?;
- iv. Section I.(1) Poll Workers – does the municipality have any responsibility as it relates to the PPP?;
- v. Section J.(1) Election Day support – are the municipalities responsible for any items in this category as it relates to the PPP?;
- vi. Section K.(1) Ballot Tabulation/Counting of Election Results – are the municipalities responsible for any items in this category as it relates to the PPP?;
- vii. Section M.(1) Audit – are the municipalities responsible for any items in this category as it relates to the PPP?; and
- viii. Section N.(1) Recount - are the municipalities responsible for any items in this category as it relates to the PPP?

Should the municipality have any responsibilities as it relates to the PPP in any of the above sections, please detail such responsibilities.

b. Agreement Schedule of Municipal Election Fees:

- i. Section B. are there any preliminary costs that can be provided?
- ii. Please explain “Non Partisan ballots”.
 - 1. Are we on a separate ballot than the PPP?
 - 2. Will the municipality be billed directly by the ballot printer?
 - 3. Who will determine the number of ballots needed for each precinct?

4. What are the cost for a Non Partisan Precinct ballot and a Non Partisan Absentee ballot?

2. Run-Off Election – Most everyone understands you will be hiring poll workers, paying the poll workers and confirming polling locations for the PPP, to which municipalities will be piggy-backing for their March election. The Clerks would like to know as it relates to a possible run-off election:

- a. Will you be providing the clerks with a list of qualified poll workers so they can coordinate, in advance, their poll workers?;
- b. Will you be providing a list of qualified polling locations so they can secure, in advance, their sites?; and
- c. Will you be informing the polling locations, in advance, of the date of the run-off so the polling locations can be reserved for that purpose, if needed.

Any clarification you can provide will be greatly appreciated and I look forward to hearing back from you.

Thank you for your time, have a wonderful evening, and thank you for all your help,
Debbie

Debra R. Buff, MMC
City Clerk

Office Hours:

Monday – Thursday
7:30 a.m. to 6:30 p.m.

Commission Meetings:

1st and 3rd Mondays
Beginning at 6:30 p.m.

City of Belle Glade
110 Dr. Martin Luther King, Jr. Blvd., West
Belle Glade, FL 33430
Phone: 561-996-0100
Fax: 561-993-1814
www.bellegladegov.com



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CITY OF BELLE GLADE E-MAIL DISCLAIMER: PLEASE NOTE: Florida has a very broad public

TOWN OF PALM BEACH

Town Council Meeting on: November 10, 2015

Section of Agenda

Resolutions

Agenda Title

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

Presenter

Kirk W. Blouin, Director of Public Safety

Supporting Documents

- [Memorandum Dated October 27, 2015, from Kirk W. Blouin, Director of Public Safety](#)
- [Resolution No. 176-2015](#)

TOWN OF PALM BEACH

Information for Town Council Meeting on: November 10, 2015

To: Mayor and Town Council

Via: Thomas G. Bradford, Town Manager

From: Kirk W. Blouin, Director of Public Safety

Re: Establish Special Assignment Deployment “Premium Day” Fee
Resolution #176-2015

Date: October 27, 2015

STAFF RECOMMENDATION

Staff recommends Town Council approve Resolution No.176-2015 establishing a “premium day” fee for the deployment of special assignment overtime for Police and Fire-Rescue Departments.

GENERAL INFORMATION

At the August 14, 2012, Town Council meeting the Town Council approved a Special Assignment Overtime Deployment rate of \$70 per hour.

Due to demand and the difficulty of filling special assignment requests on certain holidays, or “premium days”, as referred to herein, staff is requesting and recommending a “premium day” rate of \$100 per hour.

Additionally, because of the difficulty of filling assignments on what is considered to be “premium days”, staff also recommends that eligible personnel who work “premium day” assignments receive double pay. Currently, sworn personnel who work special assignment details earn a rate of time and a half their base hourly rate.

The average hourly rate for all sworn members eligible to work special assignment details is approximately \$42. Therefore, the double time rate would be approximately \$84 in average hourly compensation to those filling such assignments. This amount would be adequate to cover payroll expenses, to include F.I.C.A and Mandatory Medicare, as well as other administrative expenses incurred by the Town. Based on this information staff recommends an hourly rate of \$100 be charged to Special Assignment customers.

TOWN ATTORNEY REVIEW

Resolution No. 176-2015 has been approved for legal form and sufficiency.

FUNDING/FISCAL IMPACT

It is expected that the Police and Fire-Rescue Departments will be able to absorb the additional cost associated with the double hourly rate paid to sworn personnel during Fiscal Year 2016. The departments will budget accordingly in Fiscal Year 2017. All expenses are off-set by the additional "premium day" revenue that will be collected.

KWB:lsg

cc: Jane Struder, Director of Finance

RESOLUTION NO. 176-2015

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, ESTABLISHING THE PER HOUR FEE FOR "PREMIUM DAYS" FOR SPECIAL ASSIGNMENT DEPLOYMENTS FOR POLICE AND FIRE-RESCUE DEPARTMENTS; ESTABLISHING PREMIUM DAYS FOR WHICH THE PREMIUM DAY PER HOUR FEE SHALL BE CHARGED FOR SPECIAL ASSIGNMENT DEPLOYMENTS; REQUIRING FUTURE AMENDMENTS TO THE PREMIUM DAY PROGRAM TO BE APPROVED BY RESOLUTION OF THE TOWN COUNCIL PRIOR TO THE EFFECTIVE DATE OF AMENDMENTS, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town Council by adoption of Resolution No. 86-2012 amended and approved a \$70 per hour fee for special assignment overtime deployments for the Police and Fire-Rescue Departments.

WHEREAS, the Town Council wishes to establish a “premium day” per hour rate for Special Assignment deployments for Police and Fire-Rescue Departments.

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

Section 1. The hourly rate for regular special assignment deployments for Police and Fire-Rescue Department personnel remains at \$70 per hour.

Section 2. The hourly rate for “premium day” special assignment deployments for Police and Fire-Rescue Department personnel is hereby established at \$100 per hour.

Section 3. The following calendar days are hereby established as “premium days” for Police and Fire-Rescue Special Assignment deployments:

1. New Year’s Eve and New Year’s Day
2. Super Bowl Sunday
3. Independence Day
4. Halloween
5. Thanksgiving Day and the Day After Thanksgiving
6. Christmas Eve and Christmas Day

Section 4. The per hour Special Assignment compensation hourly rate for Police and Fire-Rescue personnel deployed on “Premium Days” shall be twice their regular hourly rate, less required withholding. Such compensation shall not be counted as income for pension calculation purposes.

Section 5. Amendments to the approved list of Premium Days; the hourly rate to be charged on Premium Days; and the compensation to be provided to employees deployed on Premium Days; shall be approved by a Resolution of the Town Council prior to the effective date of any such amendment.

Section 5. This Resolution shall become effective immediately upon passage.

PASSED AND ADOPTED IN A REGULAR, ADJOURNED SESSION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH THIS 10TH DAY OF NOVEMBER, 2015.

Gail L. Coniglio, Mayor

Michael J. Pucillo, Town Council President

Richard M. Kleid, Council President Pro Tem

Danielle H. Moore, Town Council Member

ATTEST:

Penelope D. Townsend, Town Council Member

Susan A. Owens, MMC, Town Clerk

Robert N. Wildrick, Town Council Member

TOWN OF PALM BEACH

Town Council Meeting on: November 10, 2015

Section of Agenda

Resolutions

Agenda Title

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

Presenter

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

Supporting Documents

- [Memorandum Dated October 7, 2015, from H. Paul Brazil, P.E., Director of Public Works](#)
- [Resolution No. 177-2015](#)
- [Kimley-Horn Proposal](#)

TOWN OF PALM BEACH

Information for Town Council Meeting on: November 10, 2015

TO: Mayor and Town Council

VIA: Thomas G. Bradford, Town Manager

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

RE: Approve a Purchase Order for Final Design and Bid Phase Engineering Services for Lake Towers Undergrounding Utilities Project
Resolution No. 177-2015

DATE: October 7, 2015

STAFF RECOMMENDATION

Staff recommends that Town Council approve Resolution No. 177-2015 approving a purchase order for design and bid phase engineering services to Kimley-Horn & Associates, Inc., (KHA) for the Lake Towers Undergrounding Utilities Project, in the amount of \$55,278 and establishing a design and bid phase engineering services budget of \$60,000.

GENERAL INFORMATION

At the Town Council meeting on August 2012, staff requested that Town Council proceed with an underground (UG) utility assessment project to convert overhead utility service to underground service for Lake Towers Condominium located at 250 Bradley Place, a single-family home at 270 Bradley Place, and the four (4) single-family properties constituting the south side of the 300 block of Dunbar Road, all of which are hereinafter referred to as the Lake Towers Underground Utilities Assessment Area. Eighty-Nine percent (89%) of the property owners have affirmatively signed the Town petition previously approved by the Town Council. There are 72 properties in the Lake Towers Underground Utilities Assessment Area and 66 owners affirmatively signed the petition. A construction commencement date is scheduled for May 2016.

The Board of Directors of the Lake Towers Association, Inc. has requested that the Town proceed with undergrounding their project separate from the Townwide undergrounding efforts.

KHA is one of the existing approved general services consultants for the Town and has been determined to be the best qualified of the pool of consultants for Underground Utility design and bid phase engineering services based on their previous experience with this type of work. KHA will provide the following for a negotiated contract in the amount of \$55,278:

- Surveying and underground utility location
- Final design
- Bid review and support

FUNDING/FISCAL IMPACT

There is no direct cost to the Town by virtue of this request since it is intended to be an assessment project. The Town's reserves provide the advanced funding of this conversion work. When the work is completed, Town staff will finalize a Non-Ad Valorem Assessment that will be added to the tax rolls of the benefiting residents to reimburse 100% of the costs incurred by the Town with a 10 year debt service schedule.

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: Jay Boodheshwar, Deputy Town Manager
Jane Struder, Director of Finance
William Francis, P.E., Town Engineer
Patricia Strayer, P.E., Senior Project Engineer
Cheryl Somers, Assistant Director of Finance
Adis Pedraza, Purchasing Manager
Kevin Schanen, P.E., Kimley-Horn & Associates, Inc.

RESOLUTION NO. 177-2015

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING A PURCHASE ORDER FOR DESIGN AND BID PHASE ENGINEERING SERVICES TO KIMLEY-HORN & ASSOCATES, INC., IN AN AMOUNT OF \$55,278 FOR THE LAKE TOWERS UNDERGROUNDING UTILITIES PROJECT, AND ESTABLISHING A DESIGN AND BID PHASE ENGINEERING SERVICES BUDGET OF \$60,000.

* * * * *

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

Section 1. The Town Council of the Town of Palm Beach hereby approves a purchase order for Kimley-Horn & Associates, Inc., in an amount of \$55,278 for Design and Bid Phase Engineering Services for the Lake Towers Undergrounding Utilities Project, and establishes a Design and Bid Phase Engineering Services budget of \$60,000.

Section 2. The Town Manager is hereby authorized and directed to execute this purchase order 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, 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 on this 10th day of November 2015.

Gail L. Coniglio, Mayor

Michael J. Pucillo, Town Council President

Richard M. Kleid, Council President Pro Tem

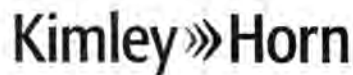
Danielle H. Moore, Town Council Member

ATTEST:

Penelope D. Townsend, Town Council Member

Susan A. Owens, MMC, Town Clerk

Robert N. Wildrick, Town Council Member



September 15, 2015

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

RE: *Overhead Utility Underground Conversion Project – Lake Towers Area*

Dear Bill,

Kimley-Horn is pleased to submit this proposal to The Town of Palm Beach ("TOWN") for providing engineering services related to converting the existing overhead utilities to an underground location in the vicinity of the Lake Towers Apartment Building in the Town of Palm Beach. Our project understanding, scope of services, schedule, and fee follow.

Project Understanding

The Town is in the initial stages of a Town-wide overhead utility undergrounding project. In advance of this significant program, several community groups within the Town have expressed interest in advancing work in their area outside of the overall program. The residents in the block between Atlantic Avenue and Dunbar Road, west of Bradley Place, are one such group. It is understood that FPL, and Comcast have facilities on utility poles in this community. AT&T infrastructure is understood to already be in an underground location. The utility poles are generally located in rear lot easements and within the right of way of Bradley Place.

New underground infrastructure will be installed within the Bradley Place right of way as well as in existing and proposed easements on the properties east of Bradley Place. Once the new facilities have been installed and activated, the poles and wires in the easement between Atlantic and Dunbar will be removed. FPL has already provided a preliminary design for the electrical service area. It should be noted that this design includes three new poles adjacent to Bradley Place to serve the terminal drops. The plans have been developed to a level that contains schematic primary power routing, transformer siting, and schematic service line connections to customers for power only. Additional coordination with Comcast will be required for them to complete their design. Multiple easements will need to be obtained from the affected property owners to accommodate the required transformers, primary lines, and Comcast pedestals.

Based on this understanding, we offer the following Scope of Services.

Scope of Services

Construction Document Development

Kimley-Horn will review the prior reports, plans and file materials provided by the Town concerning the project. Kimley-Horn will conduct one (1) site visit to review the field conditions. Kimley-Horn will engage a survey subconsultant to perform a topographical survey Dunbar Road west of Bradley Place to the

eastern limits of the vacant property on the Lake Trail. The surveyor will also provide a survey of the parcel limits within the assessment area based on plat data that includes existing easements shown on the plat. We have assumed that the survey performed for the City of West Palm Beach on Bradley Place between Atlantic and Dunbar can be reused for this project or, alternatively, the survey performed on Bradley Place by Mock-Roos for the Town can be reused.

Up to 15 soft digs will be performed in the project area by a subconsultant utility locator to identify horizontal and vertical locations of existing utilities shown on the current plans. This information will be incorporated into the existing plans to finalize the proposed power and cable conduit runs within the right of way. We will attend up to two total coordination meetings with FPL and Comcast in order to coordinate and finalize the conduit plan for construction. It is understood that the Town will pay the design fees to FPL, and Comcast directly.

Transformers and cable risers will be located on the plans. Service line routes to the individual homes will be schematically shown so that exact routes can be field coordinated with the property owners.

It is anticipated that the final undergrounding construction documents will contain the following information:

- Cover Sheet
- Survey
- General Notes
- Conduit/Transformer/cable riser location plan (3 sheets, double plan, 1"=20')
- Service line schematic routing plan (1 sheet, 1" = 40')
- Construction Details (2 sheets)
- Landscape Plans (Transformer screening)
- Technical Specifications

Kimley-Horn will submit plans for review after the preliminary completion stage for Town review and comment. Kimley-Horn will address one round of reasonable comments after the review period. An Opinion of Probable Cost will be submitted with the preliminary and final submittal. We will also submit the plans to FPL and Comcast for review and comment concurrently with the Town submittals. We have assumed that ARCOM review and approval will not be required for the landscaping that may be required to screen the transformers on the project. If ARCOM approval is deemed to be required by the Town, we can provide these services as an additional service.

We will coordinate with FPL to obtain meter data such that secondary service conductors can be sized appropriately for bidding. We will coordinate with property owners during the preliminary design phase to discuss easement needs. We request assistance from the manager's office and the Town Attorney in developing easement language, providing resident contact information, and recording the executed easement documents. Easements for transformers and cable risers will be defined on the plans. We anticipate that transformer easements will be required on up to four parcels and a single primary line easement will be required on one parcel. The survey subconsultant will prepare up to 5 easement sketches and descriptions for the transformers, primary conduit run, and cable risers that will be located on private property. It is understood that 10'x10' (approx.) easements are required for transformers, 5'

wide easements are required for primary runs, and 5'x5' (approx.) easements are required for cable/telephone risers.

Bid Phase Services

It has been assumed that the Town will prepare the "front end" bidding instructions and contract paperwork. Therefore, the preparation of these items is not included in this proposal.

Kimley-Horn will perform the following services during the bidding phase of the backbone conduit project:

- Attend the pre-bid meeting
- Answer questions during bid phase if required
- Review the bid proposal of the apparent low bidder and provide a letter that identifies the lowest responsive, responsible bidder.

Additional Services

Any services not specifically provided for in the above scope, as well as any changes in the scope requested by the Town, will be considered additional services to this task and will be performed based on proposals approved prior to performance of the additional services.

Information and Services Provided By the Town

Kimley-Horn assumes that all information provided by the Town can be relied upon in the performance of professional services. The following information shall be provided to Kimley-Horn and the following services will be performed by the Town.

- Access to the Site
- Record Drawings and Data
- Existing Design Documents and previously received deliverables in electronic AutoCAD format as applicable

Schedule

Kimley-Horn will perform the scope of services above as expeditiously as practical to meet a mutually agreed upon schedule. It is desired that construction work begin in the summer of 2016.

Fee and Billing

Kimley-Horn 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 \$55,278 be established for the project. A breakdown of this fees is attached to this proposal.

Closure

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the terms and conditions in the Professional Services Agreement between the Town of Palm Beach

and Kimley-Horn and Associates, Inc., dated December 17, 2013, which are incorporated by reference. As used in the Agreement, the term "CONSULTANT" shall refer to Kimley-Horn and Associates, Inc., and the term "TOWN" shall refer to The Town of Palm Beach.

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

We appreciate the opportunity to provide these services to you. Please contact me at (561) 840-0820 or kevin.schanen@kimley-horn.com should you have any questions.

Sincerely,



By: Kevin Schanen, P.E.
Vice President

Attachment

K:\WPB_Civil\General\Schanen\Proposals\Palm Beach\Undergrounding\Lake Towers\LakeTowersUGConversion.docx

TOWN OF PALM BEACH

Town Council Meeting on: November 10, 2015

Section of Agenda

Resolutions

Agenda Title

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

Presenter

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

Supporting Documents

- [Memorandum Dated October 22, 2015, from H. Paul Brazil, P.E., Director of Public Works](#)
- [Resolution No. 178-2015](#)

TOWN OF PALM BEACH

Information for Town Council Meeting on: November 10, 2015

TO: Mayor and Town Council

VIA: Thomas G. Bradford, Town Manager

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

RE: Authorize a Contract Extension for Worth Avenue Maintenance Agreement -
Living Wall
Resolution No. 178-2015

DATE: October 22, 2015

STAFF RECOMMENDATION

Staff recommends that Town Council approve Resolution No. 178-2015 to extend a maintenance contract with G-Sky Plant Systems, Inc. (G-Sky), in the amount of \$27,121.93, and to establish a project budget of \$28,500.

GENERAL INFORMATION

A green “living” wall was constructed as part of the Worth Avenue streetscape improvement project. This wall was designed and constructed with G-Sky’s participation due to their expertise in such specialized systems. G-Sky has maintained the wall since its construction. It is now necessary to renew the contract for another year.

G-Sky is responsible for the normal and 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 FY2015 budget was \$26,800.33 and the contractor requested a CPI increase of 1.2% for FY 2016, which increases the contract amount to \$27,121.93. Town staff recommends that the maintenance contract budget be established not-to-exceed \$28,500 and 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. G-Sky specializes in design, installation, and maintenance of these walls. Based on their performance, it is appropriate to renew this contract for another 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: Jay Boodheshwar, Deputy Town Manager
Eric Brown, P.E., Assistant Director of Public Works
Brett Madison, Facilities Maintenance Division Manager
Sue Strickland, President, The Garden Club of Palm Beach
Adis Pedraza, Purchasing Manager

RESOLUTION NO. 178-2015

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, AWARDING A CONTRACT EXTENSION TO G-SKY PLANT SYSTEMS, INC., IN THE AMOUNT OF \$27,121.93, AND ESTABLISHING A PROJECT BUDGET OF \$28,500 FOR THE MAINTENANCE OF THE LIVING WALL ON WORTH AVENUE.

* * * * *

WHEREAS a contract was awarded on December 13, 2011, to G-Sky Plant Systems, Inc., to provide maintenance for the Living Wall on Worth Avenue; a copy of which is on file with the Purchasing Division of the Town of Palm Beach; and

WHEREAS, G-Sky Plant Systems, Inc., has provided acceptable service under that contract; and

WHEREAS, that contract allows for four (4) twelve-month extensions, and this is the fourth extension.

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

Section 1. The fourth contract extension for a period of twelve months, beginning December 13, 2015 and ending December 12, 2016, is hereby awarded to G-Sky Plant Systems, Inc., for the amount of \$27,121.93 and establishing a project budget of \$28,500.

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

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

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

Gail L. Coniglio, Mayor

Michael J. Pucillo, Town Council President

Richard M. Kleid, Council President Pro Tem

Danielle H. Moore, Town Council Member

ATTEST:

Penelope D. Townsend, Town Council Member

Susan A. Owens, MMC, Town Clerk

Robert N. Wildrick, Town Council Member

TOWN OF PALM BEACH

Town Council Meeting on: November 10, 2015

Section of Agenda

Resolutions

Agenda Title

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

Presenter

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

Supporting Documents

- [Memorandum Dated October 13, 2015, from H. Paul Brazil, P.E., Director of Public Works](#)
- [Resolution No. 179-2015](#)
- [Kimley-Horn & Associates, Inc. Proposal](#)

TOWN OF PALM BEACH

Information for Town Council Meeting on: November 10, 2015

TO: Mayor and Town Council

VIA: Thomas Bradford, Town Manager

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

RE: Approval of a Purchase Order for Preliminary Design Services for Mid-Town
Drainage Improvements
Accelerated Capital Improvement Program - Phase 2
Resolution No. 179-2015

DATE: October 13, 2015

STAFF RECOMMENDATION

Staff recommends that Town Council approve Resolution No. 179-2015 approving a purchase order for Preliminary Design Phase Engineering Services to Kimley-Horn and Associates, Inc. (KHA), for the Mid-Town Drainage Improvements Project, in the amount of \$59,973 and establishing an engineering services budget of \$67,000, including contingency.

GENERAL INFORMATION

Contained within the Accelerated Capital Improvement Program - Phase 2 is the study, design, and construction of two separate projects. The two projects are the D-6 to D-7 Drainage Basin Interconnect and the 400 Block of Worth Avenue Drainage Improvement Project. These have been combined into a single project now referred to as Mid-Town Drainage Improvements. The two projects were combined due to their proximity and similar objectives which provides the opportunity to reduce the overall project costs by eliminating redundancies.

The D-6 to D-7 Drainage Basin Interconnect Project in the Accelerated Capital Improvement Program - Phase 2 was to evaluate, design, permit, bid, and construct the interconnections between the D-6 and the D-7 basins in one or more locations to equalize storm water flows between the two basins. The 400 block of Worth Avenue Drainage Project in the Accelerated Capital Improvement Program - Phase 2 was to evaluate, design, permit, bid, and construct a proper drainage collection system and rebuild the roadway surface in the 400 block of Worth Avenue. The existing drainage system in the 400 Block of Worth Avenue consists of a collection of small undersized pipes pieced together to drain puddles. These projects combined will reduce localized flooding and provide additional flood protection through the ability to ensure continued pumping if one of the two pump stations fail.

KHA is one of the Town's pre-approved engineering consultants. Of the pre-approved consultants, KHA is the best qualified to perform this work due to previous experience in the Town specifically associated with this type of work and geographic area of the work. KHA specifically has:

- history of performing drainage studies for the Town,
- familiarity with the drainage history in the Mid-Town area, and
- experience as engineer of record for the Worth Avenue Improvements that included drainage improvements in the 100-300 block.

KHA will prepare a preliminary design report for the Mid-Town Drainage Improvements Project that describes the recommended improvements and will include a plan exhibit depicting the schematic design of those improvements. Town staff has secured a proposal from KHA.

FUNDING/FISCAL IMPACT

Funding for the Mid-Town Drainage Improvements Project preliminary and final design, bid, and construction phases is fully contained within the Accelerated Capital Improvement Program Phase 2.

PURCHASING REVIEW

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

TOWN ATTORNEY REVIEW

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

Attachments

cc: Eric B. Brown, P.E., Assistant Director of Public Works
William Francis, P.E., Town Engineer
Patricia Strayer, P.E., Senior Project Engineer
Michael Roach, P.E., Project Engineer
Adis Pedreza, Purchasing Agent

RESOLUTION NO. 179-2015

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING A PURCHASE ORDER FOR PRELIMINARY DESIGN PHASE ENGINEERING SERVICES FOR THE MID-TOWN DRAINAGE IMPROVEMENTS PROJECT TO KIMLEY-HORN AND ASSOCIATES, INC., IN THE AMOUNT OF \$59,973, AND ESTABLISHING AN ENGINEERING SERVICES BUDGET OF \$67,000.

* * * * *

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

Section 1. The Town Council of the Town of Palm Beach hereby approves a purchase order for Preliminary Design Phase Engineering Services for the Mid-Town Drainage Improvements to Kimley-Horn and Associates, Inc., in the amount of \$59,973, and establishes an engineering services budget of \$67,000.

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

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 the Town Council of the Town of Palm Beach on this 10th day of November 2015.

Gail L. Coniglio, Mayor

Michael J. Pucillo, Town Council President

Richard M. Kleid, Council President Pro Tem

Danielle H. Moore, Town Council Member

ATTEST:

Penelope D. Townsend, Town Council Member

Susan A. Owens, MMC, Town Clerk

Robert N. Wildrick, Town Council Member



October 2, 2015

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

RE: *Mid-Town Drainage Basin Modeling and Preliminary Design*

Dear Bill,

Kimley-Horn is pleased to submit this proposal to the Town of Palm Beach ("TOWN") for providing engineering services related to the Mid-Town Drainage Basin Improvements in the Town of Palm Beach. Our project understanding, scope of services, schedule, and fee follow.

Project Understanding

It is our understanding that during major storm events, flooding is experienced in the Mid-Town Drainage Basin. This Basin's limits are defined by South Ocean Blvd. and Lake Drive to the east and west, respectively, and from approximately the mid-block north of Brazilian Avenue to Gulfstream Road. The Basin comprises approximately 150 acres of mixed residential and commercial development. The Everglades Club is excluded from the basin as it is a private system that has its own collection system and outfalls. To the best of our knowledge, a hydraulic model has never been developed for this basin.

The Town is contemplating improvements to this Basin to improve the drainage conditions. In order to optimize the improvements to be performed, a hydraulic model will be developed so that multiple alternative projects can be modeled to determine their benefit to the overall system. The objective of the modeling is to develop a preliminary design for a project, or a combination of projects, that will improve the drainage conditions in the basin.

In accordance with the Town's Comprehensive Plan, the piping network will be modeled and reviewed to determine compliance under the following scenarios:

- One-year storm event – no flooding (requirement for pumped systems)
- Five-year storm event – flood waters will be carried away within 60 minutes after the event
- Fifty-year storm event – flood waters will be carried away within 90 minutes after the event
- Flood stage elevations will be evaluated to determine if any stages exceed the Town's flood protection elevation standard of 7.5' NGVD during the 100-year storm event.

It should be noted that many finished floor elevations in this area below this protection standard (some are more than four feet below the standard) and that there will be structure flooding during the 100-year storm event regardless of any piping improvements recommended under this study. The improvements to be recommended under this study are intended to lessen the impacts of flooding due to significant storm events.

The conclusions and recommendations as a result of the above modeling efforts will form the basis for preliminary design of the piping improvements for the Mid-Town Drainage Basin.

Based on this understanding, we offer the following Scope of Services.

Scope of Services

Kimley-Horn will meet with the Town to kick off the project and discuss the overall goals and objectives. We will obtain and review of existing record data, surveys, engineering studies, pump station SCADA and level control data, and water management permits that may exist in the Mid-Town drainage basin. We will also obtain the USGS Quad Map for the area, available GIS data, Soil Conservation Service data, Town Comprehensive Plan Mapping data, and Town Utility Atlas data that will be used to construct an AdICPR model of the basin. We have included an allowance of \$3,400 to collect selected survey data where the records contain conflicting information or in the event no information regarding the existing conditions are available.

We will perform a field review of the Basin area to identify low lying areas (i.e. standing water in the right of way), identify substandard catch basins, and identify potential opportunities for flood control improvements. Additionally we will employ the services of a geotechnical subconsultant to perform up to 10 asphalt cores throughout the Basin area to determine opportunities for roadway regrading through asphalt milling rather than roadway reconstruction. Worth Avenue (100 – 300 blocks), Peruvian Avenue (400 block), and South County Road (FDOT) will not be cored because Kimley-Horn already possesses asphalt data for these areas or, in the case of South County Road, because it is maintained by the FDOT.

Once we have gathered the necessary data and conducted our field review, we will develop a hydraulic model of the Basin using AdICPR software for the purpose of evaluating and optimizing pipe sizes and invert elevations in areas throughout the Basin that could relieve flooding impacts. Initially, we anticipate modeling the following potential improvements to determine their benefit to the Town:

- Constructing a D-6/D-7 interconnect pipeline on Lake Way
- Increasing trunk line size on Australian and Chilean Avenues
- Constructing a trunkline along the 400 block of Worth Avenue to connect to the pump station influent piping
- Constructing an interconnect pipeline between Peruvian and Chilean Avenues along South County Road

We will develop the model through the use of a combination of GIS data, elevation data contained on the Town Utility Atlas, elevation data on file with Kimley-Horn for multiple areas throughout the Basin where we have performed past projects, and other survey/record data provided by the Town. Soil data will be estimated based on the USCS soil maps and the maps contained in the Town's comprehensive plan. We will employ the services of a geotechnical subconsultant to perform up to four auger borings and one hydraulic conductivity test (in the 100 block) to confirm assumptions about soil conditions found on the soil maps for the area. Aerial photographs will be used to estimate impervious/pervious areas to develop composite curve numbers for the various sub-basins. Multiple model runs will be conducted

to evaluate the above improvements as well as others that may be developed throughout the course of the modeling.

Once the model is complete, we will attend one meeting with the Town to review results of the model and receive input from staff. We will also schedule and attend a meeting with SFWMD staff to discuss permitting requirements for the proposed improvements. We will then prepare a preliminary design report that describes the recommended improvements including a plan exhibit depicting the schematic design of the improvements. We will meet with the Town to discuss the preliminary design report, respond to one round of comments, and submit the final report to the Town.

Additional Services

Any services not specifically provided for in the above scope, as well as any changes in the scope requested by the Town, will be considered additional services to this task and will be performed based on proposals approved prior to performance of the additional services.

Information and Services Provided By the Town

Kimley-Horn assumes that all information provided by the Town can be relied upon in the performance of professional services. The following information shall be provided to Kimley-Horn and the following services will be performed by the Town.

- Access to the Site
- Record Drawings and Data as described in the Scope of Services

Schedule

Kimley-Horn will perform the scope of services above as expeditiously as practical to meet a mutually agreed upon schedule.

Fee and Billing

Kimley-Horn 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 \$59,973 be established for the project. A breakdown of this fees is attached to this proposal.

Closure

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the terms and conditions in the Professional Services Agreement between the Town of Palm Beach and Kimley-Horn and Associates, Inc., dated December 17, 2013, which are incorporated by reference. As used in the Agreement, the term "CONSULTANT" shall refer to Kimley-Horn and Associates, Inc., and the term "TOWN" shall refer to The Town of Palm Beach.

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

We appreciate the opportunity to provide these services to you. Please contact me at (561) 840-0820 or kevin.schanen@kimley-horn.com should you have any questions.

Sincerely,



By: Kevin Schanen, P.E.
Vice President

Attachment

K:\WPB_Civil\General\Schanen\Proposals\Palm Beach\Mid-Town Basin Modeling\Mid-Town Modeling and PDR.docx

TOWN OF PALM BEACH

Town Council Meeting on: November 10, 2015

Section of Agenda

Resolutions

Agenda Title

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

Presenter

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

Supporting Documents

- [Memorandum Dated October 22, 2015, from H. Paul Brazil, P.E., Director of Public Works](#)
- [Resolution No. 180-2015](#)
- [Mock, Roos & Associates, Inc. Proposal](#)

TOWN OF PALM BEACH

Information for Town Council Meeting on: November 10, 2015

To: Mayor and Town Council

Via: Thomas G. Bradford, Town Manager

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

Re: Approve a Purchase Order for Pre-Construction Services for the Lake Trail
Pavement Improvements
Resolution No. 180-2015

DATE: October 22, 2015

STAFF RECOMMENDATION

Staff recommends that Town Council approve Resolution No. 180-2015, approving a purchase order for Pre-Construction Services to Mock, Roos and Associates, Inc. (MRA), for the Lake Trail Pavement Improvements in the amount of \$23,200 and establishing a pre-construction services budget of \$26,000.

GENERAL INFORMATION

The pedestrian pathway (bike path) on Lake Trail is located parallel to the seawall along the intracoastal waterway from Royal Palm Way to Reef Road. The approximate five (5) miles of asphalt pavement has had asphalt overlays and top coating applications applied to it throughout the years, but currently is in disrepair and in need of improvements. In addition to the bike path, all pathway access points from the adjacent residential streets are deteriorating as well.

On November 13, 2014, Town Council approved Resolution No. 175-2014 for MRA to perform the design and bid phase engineering services. Their design plans were to include improvements such as milling and resurfacing, some reconstruction, drainage corrections, curb work, and ADA upgrades, as necessary. For construction to proceed, each resident that has property that overlaps the project limits needs to provide consent to access their property. MRA will prepare the access agreements and corresponding plan sheets for each resident depicting where the work is to occur in relation to their property.

Staff has reviewed the MRA proposal and recommends approving a purchase order for pre-construction services with MRA, in the amount of \$23,200. Staff also recommends a contingency of \$2,800 for a total pre-construction services budget of \$26,000.

FUNDING/FISCAL IMPACT

Funding for the construction phase of this project is fully contained within the Town's Accelerated Capital Improvement Program - Phase 2 and the 307 "Pay As You Go" Fund.

PURCHASING REVIEW

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

TOWN ATTORNEY REVIEW

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

Attachments

cc: Eric Brown, P.E., Assistant Director of Public Works
William K. Francis, P.E., Town Engineer
Patricia Strayer, P.E., Senior Project Engineer
Jeff Sanon, P.E., Project Engineer
Adis Pedraza, Purchasing Manager

RESOLUTION NO. 180-2015

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING A PURCHASE ORDER FOR PRE-CONSTRUCTION SERVICES FOR THE LAKE TRAIL PAVEMENT IMPROVEMENTS FROM ROYAL PALM WAY TO REEF ROAD, TO MOCK, ROOS & ASSOCIATES, INC., IN THE AMOUNT OF \$23,200, AND ESTABLISHING A PRE-CONSTRUCTION SERVICES BUDGET OF \$26,000.

* * * * *

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

Section 1. The Town Council of the Town of Palm Beach hereby approves a purchase order for Pre-Construction Services for the Lake Trail Pavement Improvements from Royal Palm Way to Reef Road, to Mock, Roos & Associates, Inc., in the amount of \$23,200, and establishes a Pre-Construction Services budget of \$26,000.

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

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 the Town Council of the Town of Palm Beach on this 10th day of November 2015.

Gail L. Coniglio, Mayor

Michael J. Pucillo, Town Council President

Richard M. Kleid, Council President Pro Tem

Danielle H. Moore, Town Council Member

ATTEST:

Penelope D. Townsend, Town Council Member

Susan A. Owens, MMC, Town Clerk

Robert N. Wildrick, Town Council Member

MOCK • ROOS
ENGINEERS • SURVEYORS • PLANNERS

October 22, 2015

Mr. Jeff Sanon, P.E.
Town of Palm Beach
P.O. Box 2029
Palm Beach, FL 33480-2029

Ref. No.: B5048.00
Subject: Right of Entry Engineering Assistance Associated with Future Lake Trail
Maintenance Improvements

Dear Mr. Sanon:

We are submitting the attached *Proposal to Provide Right of Entry Engineering Assistance Associated with Future Lake Trail Maintenance 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 \$23,200.00.

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

Sincerely,

MOCK, ROOS & ASSOCIATES, INC.

Garry G. Gruber, P.E.
Vice President

GGG:jeh
Enclosure
Copies: Bookkeeping

L:\mk\B5048.00\Right of Entry.doc

Mock, Roos & Associates, Inc.

5720 Corporate Way, West Palm Beach, Florida 33407-2066, (561) 683-3113, fax 478-7248

Proposal to Provide Right of Entry Assistance Associated with Future Lake Trail Maintenance Improvements

Services to be provided by: Mock•Roos

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

Proposal Date: October 22, 2015

Proposal Terms

A. Project Description:

The Town desires engineering assistance obtaining right-of-way of entrance to numerous properties located along Lake Trail to perform minor improvements adjacent to Lake Trail as part of its future trail maintenance project.

B. Scope of Services:

Mock•Roos will provide professional engineering services and perform the following tasks:

- Compile a listing of addresses that are "impacted".
- Identify/describe the "improvement" and corresponding address.
- Develop a standard Right of Entry agreement for the Town's attorney to review and finalize.
- Develop a standard cover letter explaining the above, highlighting the specific improvement (for each individual address) and ask for execution.
- Compile and send certified mail packages to each residence.
- Perform followup with each residence as necessary.
- Attend limited meeting with residents to discuss proposed improvements.

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 \$23,200.00.
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:  _____

Name: Garry G. Gruber, P.E.

Title: Vice President

Date: October 22, 2015

TOWN OF PALM BEACH

Town Council Meeting on: November 10, 2015

Section of Agenda

Resolutions

Agenda Title

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

Presenter

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

Supporting Documents

- [Memorandum Dated October 15, 2015, from H. Paul Brazil, P.E., Director of Public Works](#)
- [Resolution No. 181-2015](#)
- [Kimley-Horn Proposal](#)

TOWN OF PALM BEACH

Information for Town Council Meeting on: November 10, 2015

To: Mayor and Town Council

Via: Thomas G. Bradford, Town Manager

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

Re: Approve a Purchase Order for Continued Groundwater Monitoring at the Vegetative Landfill Sites
Resolution No. 181-2015

Date: October 15, 2015

STAFF RECOMMENDATION

Town staff recommends that the Town Council approve Resolution No. 181-2015 authorizing a purchase order to Kimley-Horn and Associates, Inc. (KHA) for \$93,810.50 for continuing 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 \$95,000.

GENERAL INFORMATION

The Town's operating permits for the Class III vegetative landfill sites at Skees Road and Okeechobee Boulevard are issued by the Florida Department of Environmental Protection (FDEP) and are administered by the Palm Beach County (PBC) Health Department. They require 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 KHA. 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 FY2016 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
Adis Pedraza, Purchasing Manager

RESOLUTION NO. 181-2015

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING A PURCHASE ORDER IN THE AMOUNT OF \$93,810.50, TO KIMLEY-HORN AND ASSOCIATES, INC., FOR PROFESSIONAL ENGINEERING SERVICES ASSOCIATED WITH GROUNDWATER MONITORING AT THE TOWN'S VEGETATIVE LANDFILL SITES, AND ESTABLISHING A PROJECT BUDGET OF \$95,000.

* * * * *

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 \$93,810.50 for professional engineering services associated with groundwater monitoring at the Town's vegetative landfill sites and establishes a project budget of \$95,000.

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 10th day of November 2015.

Gail L. Coniglio, Mayor

Michael J. Pucillo, Town Council President

Richard M. Kleid, Council President Pro Tem

Danielle H. Moore, Town Council Member

ATTEST:

Penelope D. Townsend, Town Council Member

Susan A. Owens, MMC, Town Clerk

Robert N. Wildrick, Town Council Member



October 15, 2015

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

**RE: *Skees Road and Okeechobee Boulevard Landfill Facilities
2016 On-Call Consulting, Compliance Sampling and Monitoring Proposal***

Dear Eric,

Kimley-Horn and Associates, Inc. ("Kimley-Horn" or "CONSULTANT") is pleased to submit this proposal to The Town of Palm Beach ("TOWN" or "CLIENT") for on-call consulting, permit compliance sampling and monitoring at the Skees Road and Okeechobee Boulevard Landfill Facilities. Our project understanding, scope of services, fee basis, and schedule follow.

Project Understanding

The Town of Palm Beach currently owns and operates two Class III landfills. The sites are located on Okeechobee Blvd. and on Skees Road. The operating permits for the landfills require yearly monitoring with reports that are to be submitted to the FDEP. Kimley-Horn will work with a subconsultant, GHD Services, Inc., to perform the semiannual and biennial compliance sampling and prepare the monitoring reports for the 2016 permit year for both facilities.

The Town previously renewed the operating permits for both facilities. The sampling and monitoring requirements described in those permits will be performed under this Scope of Services.

In 2012, the Town began a voluntary supplementary sampling program to compliment the compliance monitoring program for select parameters. This program will continue in 2016 in the form of two quarterly sampling events in the same manner as was performed in 2015.

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 and the surface that was developed based on the aerial photogrammetry that was collected in January 2015. This information will allow the Town to better account for the volume of debris being placed at the sites each year along with more accurate forecasting of remaining landfill capacity.

The Town has requested that Kimley-Horn provide on-call consulting services at each of the landfill sites. These services may consist of the design of various improvements at the facilities,

recommendations regarding the operations at each facility, and/or assistance with the maintenance of each facility.

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

Scope of Services

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

Kimley-Horn will employ the services of a subconsultant, GHD Services, Inc. (GHD), 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. Samples will be obtained for the on-site monitoring wells and analyzed as specified in Appendix 6 of the Operating Permits on a semi-annual basis in January and July of 2016.

Reports will be generated that describe the laboratory testing results for each sampling event at each facility. These reports will be submitted to the Palm Beach County Health Department (PBCHD) as required by the operating permit conditions for both facilities. Kimley-Horn will review the reports prepared by CRA prior to submission to the Town or the PBCHD and offer comments or recommendations as appropriate. Kimley-Horn 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., Kimley-Horn may recommend to the Town that re-sampling be performed for confirmation purposes or recommend other appropriate alternative actions. Any re-sampling services or alternative actions shall be performed as additional services only after Kimley-Horn's receipt of written approval by the Town to perform such actions.

In accordance with Specific Condition #41 of the Operating Permit for both facilities, Kimley-Horn will prepare the Good Neighbor Program Annual Report for both the Skees and Okeechobee facilities for submittal to the PBCHD, PBC Fire Rescue, and the Solid Waste Authority. The Report will contain the following information:

- Pest Control Inspection Reports for the previous calendar year (provided by the Town)
- A labeled aerial photograph showing the following:
 - Landfill material cell locations
 - Footprint dimensions
 - Peak cell heights (in feet NGVD)
 - Descriptions of the areas of each cell where new material was deposited in the prior year.
 - Maximum depth of decomposing material for each cell
 - Location and minimum width of firebreaks and access roads

- Water supply sources

The report will be submitted to the above listed entities by March 1, 2016 in accordance with the permit conditions.

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 2016. Kimley-Horn proposes to employ the services of GHD to perform the sampling and reporting. Kimley-Horn will coordinate their efforts and review their reports prior to submittal to the Town and the PBCHD.

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 2016. Kimley-Horn proposes to employ the services of GHD to perform the sampling and reporting. Kimley-Horn will coordinate their efforts and review their reports prior to submittal to the Town and the PBCHD.

Task 3 – Photogrammetric Mapping and Landfill Capacity Estimation

Kimley-Horn 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 that were established on the ground in 2014 to provide the control points for the photogrammetric mapping will be reused. Elevations will be established in the National Geodetic Vertical Datum (NGVD) with one foot contours.

Once the topographical maps and surfaces are created, Kimley-Horn will use this information to develop an updated existing surface model in AutoCAD Civil 3D. The closure elevation surfaces of each landfill that were previously developed will be overlaid onto the updated existing surface model. A three dimensional cut/fill analysis will be performed using the Civil 3D program to estimate the remaining volumetric capacity in each landfill. Kimley-Horn will provide a copy of the photogrammetric map for each facility along with the results of the volumetric capacity analysis.

Task 4 – Monitor Well Replacement

During a recent round of sampling, monitor wells at Okeechobee (MW-1 and MW-2) and Skees (MW-2) were found to be plugged or were experiencing excessive wear due to age. Sampling was able to be performed through field rehabilitative efforts but it was discussed in the field with Town staff that these wells should be replaced as they are either damaged or nearing the end of their useful life.

Kimley-Horn will retain the services of GHD to replace all three wells. The three existing wells will be properly abandoned, three new wells will be installed, and the appropriate well log information will be submitted. We will also survey the well coordinates and casing elevation and provide this information to the FDEP.

Task 5 – Protective Bollard Installation (Optional Service)

The Town requested that Kimley-Horn provide a fee to install approximately 32 ~ 4" diameter steel bollards at seven compliance well locations at the Skees Road facility. The bollards will serve as protection for these wells as heavy equipment operates in the area. The bollards are also required to be in compliance with state regulations. The Town will supply the bollard materials for installation. Kimley-Horn will employ the services of GHD to perform the installation. This task is considered optional in this overall scope of services because the Town could elect to install these bollards with internal forces or hire an on-call contractor to do the work.

Additional Services

Any services not specifically provided for in the above scope, as well as any changes in the scope you request, will be considered additional services. These services will be performed based on proposals approved by the Town prior to the performance of those requested additional services.

Fee and Billing

KHA will perform the services described in this Scope of Services on an hourly basis in accordance with our Contract with the Town. It is recommended that the following budgets be established for these services.

Task 1 – Operating Permit Compliance Monitoring, Groundwater Testing and Reporting	\$41,745.50
Task 2 – Continued Supplemental Groundwater Monitoring	\$20,122.50
Task 3 – Photogrammetric Mapping and Landfill Capacity Estimation	\$16,354.00
Task 4 – Monitor Well Replacement	\$12,694.00
Task 5 – Protective Bollard Installation (Optional Service)	\$ 2,894.50

Closure

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the terms and conditions in the Professional Services Agreement between the Town of Palm Beach and Kimley-Horn and Associates, Inc., dated December 17, 2013, which are incorporated by

reference. As used in the Agreement, the term "CONSULTANT" shall refer to Kimley-Horn and Associates, Inc., and the term "TOWN" shall refer to The Town of Palm Beach.

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

We appreciate the opportunity to provide these services to you. With Kimley-Horn, you should expect more and will experience better. Please contact me at (561) 840-0820 or kevin.schanen@kimley-horn.com should you have any questions.

Sincerely,



By: Kevin Schanen, P.E.
Vice President

Attachment

K:\WPB_Civil\General\Schanen\Proposals\Palm Beach\Landfill Monitoring\2016\Landfill 2016 Compliance Sampling Proposal.docx

TOWN OF PALM BEACH

Town Council Meeting on: November 10, 2015

Section of Agenda

Resolutions

Agenda Title

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

Presenter

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

Supporting Documents

- [Memorandum Dated October 20, 2015, from H. Paul Brazil, P.E., Director of Public Works](#)
- [Resolution No. 182-2015](#)

TOWN OF PALM BEACH

Information for Town Council Meeting on: November 10, 2015

TO: Mayor and Town Council

VIA: Thomas G. Bradford, Town Manager

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

RE: Authorizing a Change Order for a 6 Month Contract Extension to Lopez Group for Worth Avenue Maintenance
Resolution No. 182-2015

DATE: October 20, 2015

STAFF RECOMMENDATION

Staff recommends that Town Council approve Resolution No. 182-2015 to authorize a change order to Purchase Order #150559 for a 6 month contract extension of the Worth Avenue Maintenance to the Lopez Group, Inc., in the amount of \$73,430.88 and to establish a total budget of \$75,000.

GENERAL INFORMATION

Lopez Group, Inc. was awarded the Worth Avenue maintenance contract, per RFP No. 2011-03, as approved on November 9, 2010 with Resolution No. 129-10. Lopez Group, Inc. has performed satisfactorily for the entire duration of the contract. The Worth Avenue maintenance contract includes cleaning, mowing, plant replacement, and irrigation services. Based upon a review by Town staff of similar grounds maintenance contracts, it appears that the scope of work could be revised to delete the tree maintenance (trimming, fertilization, pest control, etc) and accomplish that work more efficiently using other Town vendors at a more cost effective price. The trees on Worth Avenue would be maintained along with other Town-wide trees using other competitively bid contracts.

Based on those revisions to the scope of work and heavy purchasing workload this quarter, the suggestion by staff is to continue with the existing vendor since the Worth Avenue Association and Public Works staff have been pleased with the work by Lopez Group. This is a very high visibility area and one that attracts many residents and visitors. The continuation of the existing vendor through the “peak season” would be preferred to having had a potential new vendor begin the maintenance operation mid-season without benefit of any learning curve and having to meet very high expectations. Other benefits of a summer bid award for the new contract is that it aligns better with the budget preparations, and assessments for the maintenance funding. Therefore, for the various reasons indicated, staff is recommending a 6 month contract extension that would allow for solicitation of bids during the spring to result in a new contract being awarded during the summer “off-peak” season.

Resolution 183-2014 approved a contract renewal for the previous twelve months for \$157,900. Staff recommends a 6-month contract extension of \$73,430.88 and a \$75,000 project budget.

FUNDING/FISCAL IMPACT

Sufficient funds are available in the Worth Avenue Commercial District Maintenance Program assessment 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: Jay Boodheshwar, Deputy Town Manager
Eric Brown, P.E., Assistant Director of Public Works
Brett Madison, Facilities Division Manager
Adis Pedraza, Purchasing Manager

RESOLUTION NO. 182-2015

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING A CHANGE ORDER FOR A 6 MONTH CONTRACT EXTENSION TO LOPEZ GROUP, INC., IN THE AMOUNT OF \$73,430.88 FOR WORTH AVENUE MAINTENANCE SERVICES, AND ESTABLISHING A BUDGET OF \$75,000.

* * * * *

WHEREAS, a contract was awarded on November 9, 2010, to Lopez Group, Inc., to provide maintenance services on Worth Avenue; and

WHEREAS, Lopez Group, Inc., has provided acceptable service under that contract; and

WHEREAS, that contract allowed for four (4) twelve-month extensions; and

WHEREAS, it is mutually beneficial to extend the existing contract 6 additional months to allow for solicitation of new bids and award of a new contract during the summer “off-peak” season.

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

Section 1. A change order for a contract extension for maintenance services on Worth Avenue is hereby awarded to Lopez Group, Inc. for the amount of \$73,430.88 for a period of 6 months, and a budget of \$75,000.00 is hereby established for this work.

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 10th day of November 2015.

Gail L. Coniglio, Mayor

Michael J. Pucillo, Town Council President

Richard M. Kleid, Council President Pro Tem

Danielle H. Moore, Town Council Member

ATTEST:

Penelope D. Townsend, Town Council Member

Susan A. Owens, MMC, Town Clerk

Robert N. Wildrick, Town Council Member

TOWN OF PALM BEACH

Town Council Meeting on: November 10, 2015

Section of Agenda

Resolutions

Agenda Title

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

Presenter

Beth Zickar, Director of Recreation

Supporting Documents

- [Memorandum Dated October 15, 2015, from Beth Zickar, Director of Recreation](#)
- [Resolution 183-2015](#)
- [Exhibit A - Renewal 2015-16](#)
- [Golf Instruction Services Agreement Renewal and Amendment 2014](#)
- [Golf Instruction Services Agreement](#)

TOWN OF PALM BEACH

Information for Town Council Meeting on: November 10, 2015

To: Mayor and Town Council

Via: Thomas G. Bradford, Town Manager

From: Beth Zickar, Director of Recreation

Re: Contractual Golf Instruction Services Agreement Renewal with Kellie Stenzel Golf, Inc.
Resolution No. 183-2015

Date: October 15, 2015

STAFF RECOMMENDATION

Staff recommends Town Council adopt Resolution No. 183-2015, authorizing the Town Manager to renew the agreement for Golf Instruction Services at the Town of Palm Beach Par 3 Golf Course with Kellie Stenzel Golf, Inc. (Kellie Stenzel).

GENERAL INFORMATION

The initial term of the agreement with Kellie Stenzel, began December 1, 2011 and concluded on November 30, 2014. This agreement allows the Town to renew on an annual basis for up to two additional years, beyond the initial term, if both parties are agreeable.

The first one year renewal option, with modifications to the agreement, was passed at the November 13, 2014 Town Council meeting. Resolution 166-2014, authorized the renewal of the golf instruction services agreement. These changes included re-negotiating the compensation structure by instituting an administrative fee of \$1,000 per month, in addition to the percentages of gross revenue. This amendment eliminated the subsidy of direct and indirect service costs being provided by the Town.

Kelly Stenzel has agreed to renew the agreement. The final renewal option will be for the period December 1, 2015 – November 30, 2016. All terms within the existing agreement will remain unchanged.

Recreation and Purchasing staff will begin to prepare for the issuance of an RFP seeking golf instruction services prior to the conclusion of the term of the existing contract. This process will ensure that there is no gap in services. The end result will make certain that any transition is seamless and will have little to no impact on our patrons.

FUNDING/FISCAL IMPACT

The Town will continue to receive 10% of the first \$100,000 gross teaching revenue, 12% of the second \$100,000 and 14% for any revenue over \$200,000. In addition, Kellie Stenzel will pay the Town an administrative fee of \$12,000 (twelve thousand dollars) in 12 monthly installments of \$1,000 for support services.

PURCHASING REVIEW

This renewal has been reviewed and approved by the Purchasing Division of the Finance Department. Town Council approval is recommended.

TOWN ATTORNEY REVIEW

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

Attachments

cc: Jane Struder, Director of Finance
John C. Randolph, Town Attorney
Rod Gardiner, Assistant Director of Recreation
Adis Pedraza, Purchasing Manager
Tony Chateauvert, Golf Manager

RESOLUTION NO. 183-2015

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING THE RENEWAL OF THE GOLF INSTRUCTION SERVICES AGREEMENT FOR THE TOWN OF PALM BEACH PAR 3 GOLF COURSE BETWEEN THE TOWN OF PALM BEACH AND KELLIE STENZEL GOLF, INC. AND AUTHORIZING THE TOWN MANAGER TO EXECUTE THE SAME ON BEHALF OF THE TOWN.

WHEREAS, The Town Council of Palm Beach awarded a three (3) year agreement for the provision of golf instruction and other related services at the Town of Palm Beach Par 3 Golf Course to Kellie Stenzel Golf, Inc., on November 8, 2011, and

WHEREAS, The Town Council approved the agreement renewal, with modifications on November 13, 2014, and

WHEREAS, The agreement contains a provision for one additional one-year renewal option, which will run from December 1, 2015 – November 30, 2016.

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

Section 1: The Golf Instruction Services Agreement for the Town of Palm Beach Par 3 Golf Course between the Town of Palm Beach and Kellie Stenzel Golf Inc., attached hereto as Exhibit A and incorporated by reference as a part of this resolution, is hereby renewed.

Section 2: The Town Manager is hereby authorized and directed to execute the renewal of the agreement on behalf of the Town of Palm Beach for the provision of golf instruction services at the Town of Palm Beach Par 3 Golf Course.

Section 3: The Town Manager, or his designee, is hereby authorized and directed to take such further actions as may be necessary to execute this agreement for the provision of golf instruction services at the Town of Palm Beach Par 3 Golf Course.

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

Gail L. Coniglio, Mayor

Michael J. Pucillo, Town Council President

Richard M. Kleid, Town Council President Pro Tem

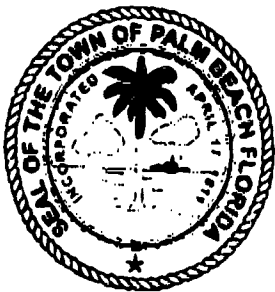
Danielle Moore, Town Council Member

ATTEST:

Penelope D. Townsend, Town Council Member

Susan Owens, MMC, Town Clerk

Robert N. Wildrick, Town Council Member



TOWN OF PALM BEACH

Purchasing Department

October 23, 2015

Kellie Stenzel Golf, Inc.
174 Lost Bridge Drive
Palm Beach Gardens, FL 33410

Ref: RFP No. 2011-24 - Golf Instruction Services
Year 5 of Contract - Second Renewal

Dear Ms. Stenzel:

As specified in the referenced RFP document, we have an option to renew the existing contract for Golf Instruction Services for another one year period.

Please advise by signature below, if a one year extension of our current contract at same terms, conditions, specifications and pricing as negotiated in October 2014 (in accordance with the first renewal of our contract) is acceptable.

Please advise of your concurrence by signature below. We will appreciate your response by no later than 2:00 PM on October 27, 2015. Your response may be faxed to 561-835-4688 or e mailed to apedraza@townofpalmbeach.com

Respectfully,


Adis Pedraza
Purchasing Manager

I hereby agree to a one year extension of the subject contract amended as specified above:


SIGNATURE

October 24, 2015
DATE

Kellie E Stenzel
NAME (PRINT)

RESOLUTION NO. 166-2014

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING THE RENEWAL OF THE GOLF INSTRUCTION SERVICES AGREEMENT FOR THE TOWN OF PALM BEACH PAR 3 GOLF COURSE BETWEEN THE TOWN OF PALM BEACH AND KELLIE STENZEL GOLF, INC. AND AUTHORIZING THE TOWN MANAGER TO EXECUTE THE SAME ON BEHALF OF THE TOWN.

* * * * *

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

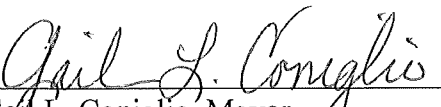
Section 1: The Golf Instruction Services Agreement for the Town of Palm Beach Par 3 Golf Course between the Town of Palm Beach and Kellie Stenzel Golf Inc., attached hereto as Exhibit A and incorporated by reference as a part of this resolution, is hereby renewed as modified in Section 2 below.

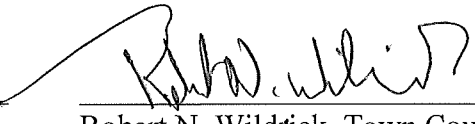
Section 2: Kellie Stenzel Golf, Inc. will pay the town a \$12,000 administrative fee in twelve equal installments of \$1,000 per month. In the event of course closure for more than three days in one month (due to construction, flooding, Acts of God, terrorism, major road closure, or for whatever reason), the monthly administrative fee will be prorated reflecting any and all closures.

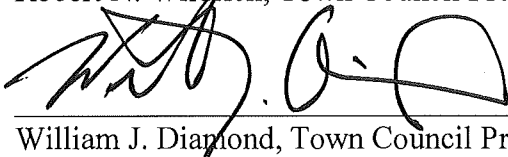
Section 3: Kellie Stenzel Golf, Inc. will continue to pay the Town 10% of the first \$100,000, 12% of the second \$100,000 and 14% for any gross revenue over \$200,000.

Section 4: The Town Manager is authorized to execute the same on behalf of the Town.

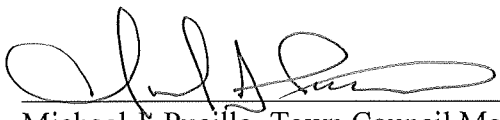
PASSED AND ADOPTED in a regular, adjourned session of the Town Council of the Town of Palm Beach assembled this 13th day of November, 2014.


Gail L. Coniglio, Mayor

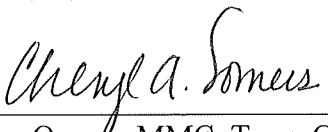

Robert N. Wildrick, Town Council President


William J. Diamond, Town Council President Pro Tem

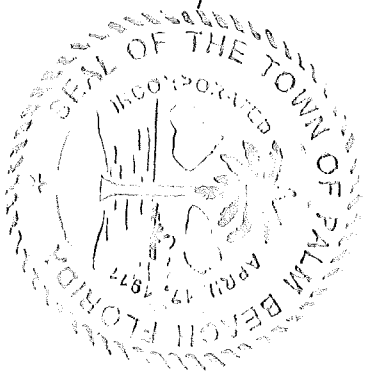

Richard M. Kleid, Town Council Member


Michael J. Pucillo, Town Council Member

ATTEST:


~~Susan Owens, MMC, Town Clerk~~
Cheryl A. Somers, Acting


Penelope D. Townsend, Town Council Member



GOLF INSTRUCTION SERVICES AGREEMENT
FOR THE
TOWN OF PALM BEACH PAR 3 GOLF COURSE

THIS AGREEMENT made and entered into this 8 day of November, 2011, by and between the TOWN OF PALM BEACH, hereinafter referred to as "Town" and KELLIE STENZEL GOLF, INC., hereinafter referred to as the "Contractor".

WITNESSETH:

WHEREAS, the Town owns and operates the Town of Palm Beach Par 3 Golf Course, situated within the Town of Palm Beach and

WHEREAS, the Town and Contractor desire an agreement wherein and whereby the Contractor shall provide golf instruction services and other related services upon the terms and conditions hereinafter set forth, to wit:

I. TERM OF AGREEMENT

The initial term of this agreement shall be in effect beginning December 1, 2011, and terminating November 30, 2014, unless terminated sooner as hereinafter set forth. Upon mutual written consent from the Town and Contractor, this agreement may be extended for two (2) additional years beyond the initial term.

II. SCOPE OF SERVICES

1. Contractor shall have the sole concession for all golf related teaching services at the Town of Palm Beach Par 3 Golf Course.
2. Contractor shall have use of the practice facilities for teaching purposes. Contractor shall also have access to the golf course for "on-course" instruction. Use of golf course and carts for playing lessons must be scheduled in advance by instructors with the Town's Golf Course Manager or his designee.

III. CONTRACTOR RESPONSIBILITIES

1. Contractor shall report to and direct all correspondence and daily business through the Town's Golf Course Manager.
2. The Director of Instruction will be Ms. Kellie Stenzel. An Acting Head Instructor will be named for each season. The Contractor will maintain consistent operating hours from December 1 to May 1. The normal operating hours for golf instruction services will be from 8:00am – 5:00pm, seven days per week. Off season instruction shall also require a full-time presence of golf instructor(s). The Contractor will provide sufficient instructors to maintain programming throughout the summer months, but may modify teaching hours around weather and program demand. In the event of inclement weather, acts of God, disruption in service due

to construction on the club house or the course, and other events out of the control of the Contractor, the normal hours of operation may be decreased.

3. Contractor shall provide teaching services through lessons, clinics, schools, and camps for adults and juniors, as part of a comprehensive year round golf program intended to increase resident and non-resident participation and interest in the Town of Palm Beach Par 3 Golf Course. Other agreed upon related services may also be provided. Client registration forms and information sheets shall be used for the provision of teaching services.
4. Contractor shall make a good faith effort to assist the Town's Golf Course Manager with certain tasks related with the coordination of competitive town tournaments, league play, Hook a Kid on Golf, and other activities when both schedules allow.
5. Contractor shall be responsible for the hiring, training, and payment of all golf teaching staff performing services on Town facilities as independent contractors reporting directly to the Contractor.
6. All golf instructors employed as independent contractors by the Contractor shall have a background check performed by the Town prior to starting work on Town property. Cost of these background checks shall be borne by the Contractor. Guest instructors who teach less than 10 hours per month, under the direct supervision of the Director of Instruction, Head Professional, or Town staff, are exempt from completing the background check.
7. Contractor may set fees for all teaching services. Fees must be reviewed by the Golf Course Manager and be competitive within the local market, but will also be based on the qualifications of each golf instructor.
8. Contractor shall provide a "day at a glance" master appointment book, including availability of all teaching staff for the purposes of booking lessons and reconciling services rendered. Daily appointments should accurately reflect lessons, clinics or other teaching services provided at the Par 3 Golf Course. The appointment book will be kept at the golf course at all times and be checked for accuracy on a frequent basis.
9. Contractor shall be responsible for the reconciliation of daily teaching logs to a Town provided revenue report to insure the accurate tracking of, and payment to, all subcontracted teaching professionals under it's employment for any teaching services they may render. Contractor shall be responsible for the tracking and payment of any monies due it's instructors.
10. Contractor shall provide a financial report (in a format provided by the Town) on a monthly basis, following receipt of a revenue summary from the Town, such that reconciliation may be made prior to the Contractor receiving a monthly concession payment from the Town.

11. Contractor shall provide all necessary supplies and signage that may be required to perform teaching services, including, but not be limited to, video equipment, training books, training aids, or banners.
12. Contractor shall provide statistical information on participants in all Contractor provided programs and activities. Statistics to be provided shall include, but not be limited to, resident/non-resident status, adult/junior status, quantity of participants, total lesson hours, or other information as requested. Town staff will provide assistance in the compilation of statistics.
13. In the course of providing golf instruction services under this Agreement, if the Contractor becomes aware of any dangerous condition(s) in or on the premises where instruction is provided, Contractor shall immediately take appropriate action and cease activities, so as not to endanger persons or property. Town staff will notify Contractor if they become aware of conditions that may impact instruction and take appropriate actions to address them.
14. Contractor shall be responsible for notifying the Town of any maintenance related concerns that may negatively affect the ability to provide golf instruction services.
15. In conjunction with all of the concession related responsibilities, the Contractor hereby agrees to maintain a good credit rating with all suppliers, manufacturers and others, as well as to compensate all personnel under the Contractor's employment, once it has been approved by the Contractor, in a timely manner so as not to discredit the reputation of the Par 3 Golf Course, the Palm Beach Recreation Department and the Town of Palm Beach.
16. Contractor is an independent contractor who will be responsible for payment of federal withholding tax and social security contributions. Furthermore, the Contractor shall not be entitled to any fringe benefits normally provided Town employees such as workers' compensation insurance coverage, unemployment compensation, retirement, disability leave, and any leave with pay.
17. Contractor shall be fully responsible for the payment and maintenance of all insurance and applicable taxes related to this concession as required by the legal obligations of an independent contractor.

IV. TOWN RESPONSIBILITIES

1. Town shall collect and process all fees for services provided by the Contractor. No monies shall be paid directly by customers to the Contractor or its instructors for services rendered.
2. Town shall provide a revenue summary to the Contractor on a monthly basis, on approximately the 5th of each month. The summary will include documentation of all monies collected for Contractor provided services on a daily basis.

3. Town shall provide all administrative, clerical, and customer service assistance necessary for the day to day operation of the Town of Palm Beach Par 3 Golf Course. Town staff shall be assigned to the pro shop during scheduled hours of operation and will answer incoming calls regarding golf instruction and book lessons for instructors. The pro-shop will be open from 7am – 7pm from approximately May 1 to October 31 and 7am – 6pm from approximately November 1 to April 30. Hours of operation are subject to change due to weather.
4. Town staff shall be responsible for all maintenance related to the golf course, including the practice facilities. Town staff assigned to the pro-shop shall also be responsible for maintenance and housekeeping.
5. Town shall provide practice range balls for teaching services, as well as any forms necessary for daily operations and Contractor payments for services. Connections for video equipment and internet access will be provided by the Town.
6. Town shall maintain a daily log of Contractor related revenues collected including, but not limited to, such statistical data as receipt number, date, and type of service.
7. Town, at its own expense, shall have the right at all reasonable times during normal business hours to audit, examine, and make copies of the books of account and records maintained by Contractor with respect to the services permitted under this agreement. Said audit will not disrupt golf services at any time.

V. COMPENSATION PACKAGE

1. Contractor shall be paid for golf instruction services on a monthly basis. Payment shall be provided by the Town on approximately the 15th day of each month for the prior month.
2. Contractor shall be paid the following gross revenues from fees collected for golf instruction and related services, including lessons, clinics, camps, schools, or other such teaching services for each year of the term of this Agreement, as follows:
 - 90% of the first \$100,000 of gross revenues
 - 88% for \$100,001 to \$200,000 of gross revenues
 - 86% for \$200,001 and above of gross revenues
3. Contractor shall pay the Town 10% of net revenues for training aids and other hard goods that are not sold by the Town in the pro-shop.

VI. INSURANCE AND INDEMNIFICATION

The Contractor shall provide at its own cost and expense during the life of the agreement, the following insurance coverages to the Town of Palm Beach (30) thirty business days prior to the commencement of any work. All insurance policies shall be issued by

companies authorized to do business under the laws of the State of Florida. The insurance shall be evidenced by certificates and/or policies as determined by the Town of Palm Beach. It shall be an affirmative obligation upon the Contractor to advise the Town's Risk Manager at fax no. 561-838-5497, e-mail risk@townofpalmbeach.com, 360 S. County Road, Palm Beach, FL 33480 within 24 hours or the next business day of cancellation, non-renewal or modification of any stipulated insurance and failure to do so shall be construed to be a breach of this agreement. The Town of Palm Beach reserves the right to require additional coverages and limits based upon any change in service provided by the contractor.

General Liability:

Comprehensive General Liability Insurance coverage with limits of liability not less than \$1,000,000 Each Occurrence/\$2,000,000 Aggregate. The Certificate of Insurance shall indicate an Occurrence Basis only. Claims made policies will not be accepted. The Town of Palm Beach shall be endorsed as an additional insured under the General Liability coverage. The Contractor's General Liability coverage shall be primary and non-contributory. The insurance shall protect against all claims arising from injuries to persons or damage to property of the Town of Palm Beach or others arising out of any contract related act or omission of the Contractor, his agents, employees, or sub-contractors.

Workers' Compensation and Employers' Liability:

Workers' Compensation coverage with statutory limits pursuant to Florida State Statute 440 and Employers Liability coverage with limits not less than \$100,000 for each accident, \$100,000 disease (each employee) and \$500,000 disease (policy limit). If the contractor has less than 4 employees, an exemption letter from the State of Florida must be provided to the Town and in such case the Contractor will have no responsibility to provide this coverage.

Umbrella or Excess Liability is required up to the minimum limit of liability if the limits of liability shown on the Certificate of Insurance under General Liability do not meet the minimum limit of liability as required.

All required insurance policies shall provide a waiver of subrogation and rights of recovery against the Town of Palm Beach, including its agents, officers, past and present employees, elected officials and representatives, the insurance policy in effect shall protect both parties and be primary and non-contributory for any and all losses covered by the above described insurance. Insurers have no recourse against the Town of Palm Beach for payment or assessments in any form on any insurance policy.

No changes to these insurance amounts may be made without a written agreement between the parties.

Indemnification:

To the fullest extent allowed by law the Contractor shall protect, defend, reimburse, indemnify and hold harmless the Town of Palm Beach, and the Town's officers, agents, employees free and harmless from and against any and all claims, losses, penalties, damages, settlements, costs, charges, attorneys or other professional fees, or other

expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, cause or causes of action of every kind and character in connection with, or arising directly or indirectly out of or related to this Contract and the Work performed hereunder. Without limiting the generality of the foregoing, Contractor's Indemnity shall include all claims, damages, losses, or expense arising out of or related to personal injury, death, damages to property, defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copyright, proprietary information, or applications of any thereof, or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or order of any court. Further, subject to the limitations of Florida Statute 768.28, Town shall save, defend, indemnify and hold harmless Contractor for any claims, loss, penalty, damages, settlements, costs, attorney's fees or other expenses or liabilities incurred by the Contractor unrelated to the services performed under this contract while Contractor is on the premises of the Par 3 Golf Course and engaged in the services described in this contract. Nothing herein shall waive any of the provisions of Florida Statute 768.28.

Compliance with the foregoing requirements shall not relieve the Contractor of liability and obligation under this Section or under any Section of the Agreement.

VII. TERMINATION

1. Termination for Cause

This agreement may be terminated for good cause shown prior to the expiration date of this Agreement. Good cause shall be based upon violation by the Contractor of the terms of this Agreement, or policies and procedures of the Town or the Recreation Department. The Contractor may also terminate the Agreement if the Town is in violation of the terms.

2. Termination without Cause

Either party may terminate this agreement without cause upon 60 days notice in writing to the other party to the Agreement.

VIII. PALM BEACH COUNTY INSPECTOR GENERAL

The Contractor is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this contract and in furtherance thereof may demand and obtain records and testimony from the contractor and its independent contractors. The Contractor understands and agrees that in addition to all other remedies and consequences provided by law, the failure of the Contractor or its independent contractors to fully cooperate with the Inspector General when requested may be deemed by the municipality to be a material breach of this contract justifying its termination.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year herein above set forth.

RECOMMEND APPROVAL:

TOWN OF PALM BEACH

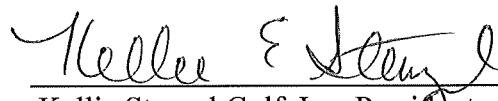
11-4, 2011


Jay Boodheshwar,
Director of Recreation & Special Projects

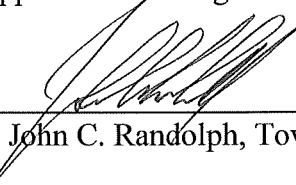

Peter B. Elwell, Town Manager
"TOWN"

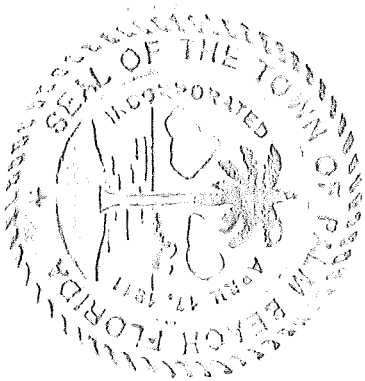
ATTEST:


Susan A. Owens, Town Clerk


Kellie Stenzel Golf, Inc, President
"CONTRACTOR"

Approved as to Legal Form and Sufficiency


John C. Randolph, Town Attorney



TOWN OF PALM BEACH

Town Council Meeting on: November 10, 2015

Section of Agenda

Resolutions

Agenda Title

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

Presenter

Beth Zickar, Director of Recreation

Supporting Documents

- [Memorandum Dated October 26, 2015, from Beth Zickar, Director of Recreation](#)
- [Resolution No. 184-2015](#)
- [Product Quotation](#)

TOWN OF PALM BEACH

Information for Town Council Meeting on: November 10, 2015

To: Mayor and Town Council

Via: Thomas G. Bradford, Town Manager

From: Beth Zickar, Director of Recreation

Re: Authorization to Purchase a Skid-Steer Loader for the Par 3 Golf Course
Resolution No. 184-2015

Date: October 26, 2015

STAFF RECOMMENDATION

Staff recommends Town Council approve Resolution No. 184- 2015 authorizing the purchase of a S530 T4 Bobcat Skid-Steer Loader at a cost of \$26,598.90 from Clark Equipment Company, dba Bobcat Company, via Florida State Contract #22101000-15-1. This item is included in the Recreation Department's scheduled equipment replacement program.

GENERAL INFORMATION

This equipment will replace the 1996 New Holland 4630 Tractor, serial number 020829B, (asset number 50860300). The current tractor is no longer operating properly, unable to perform many of the essential functions it is needed for, due to frequent failures of the hydraulic system. The Bobcat Skid-Steer Loader will provide better functionality, due to increased maneuverability and versatility. The Bobcat is a more compact unit than the tractor, allowing for indoor storage, which should assist in increasing the life of the unit.

FUNDING/FISCAL IMPACT

Funding for this replacement purchase has been appropriated within the Recreation Enterprise Fund's Equipment Replacement Fund for FY2016 in the amount of \$27,000.00. Pricing for the unit has come in within the budgeted funds.

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: Jay Boodheshwar, Deputy Town Manager
Jane Struder, Director of Finance
John C. Randolph, Town Attorney
Tony Chateauvert, Golf Manager
Tim Campbell, Golf Course Superintendent
Adis Pedraza, Purchasing Manager

RESOLUTION NO. 184 - 2015

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING THE PURCHASE OF A S530 T4 BOBCAT SKID-STEER LOADER AT A COST OF \$26,598.90 FROM CLARK EQUIPMENT COMPANY, DBA BOBCAT COMPANY FOR USE AT THE PAR 3 GOLF COURSE, AND AUTHORIZING THE TOWN MANAGER TO EXECUTE THE PURCHASE ON BEHALF OF THE TOWN.

WHEREAS, the 1996 New Holland tractor currently utilized at the Par 3 Golf Course is in need of replacement due to wear and tear from excessive use and exposure to environmental elements; and

WHEREAS, the S530 T4 Bobcat Skid-Steer Loader will assist the staff in completing the functions of their positions in an expedited manner due to the increased versatility of this piece of equipment; and

WHEREAS, pricing for the Bobcat Skid-Steer Loader was obtained in accordance with Florida State Contract No. 22101000-15-1 which covers and includes all labor, materials, equipment and freight.

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 approves the purchase of one (1) S530 T4 Bobcat Skid-Steer Loader from Clark Equipment Company, dba Bobcat Company, in the amount of \$26,598.90, as outlined in the proposal.

Section 2. The Town Manager is hereby authorized and directed to execute the purchase 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 this purchase for one (1) skid-steer loader.

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

Gail L. Coniglio, Mayor

Michael J. Pucillo, Town Council President

Richard M. Kleid, Town Council President Pro Tem

Danielle H. Moore, Town Council Member

ATTEST:

Penelope D. Townsend, Town Council Member

Susan Owens, MMC, Town Clerk

Robert N. Wildrick, Town Council Member



Bobcat

Product Quotation

Quotation Number: CMS-29727v1
Date: 2015-09-21 19:50:21

Customer Name/Address:

TOWN OF PALM BEACH
Attn: TIM CAMPBELL

PALM BEACH, FL 33411
Phone: (561) 533-1170

ORDER PLACED WITH:
Contract Holder/Manufacturer

Bobcat Company
PO Box 6000
West Fargo, ND 58078
Phone: 701-241-8719
Fax: 701-280-7860
Contact: Crystal Stram
crystal.stram@doosan.com

Description

S530 T4 Bobcat Skid-Steer Loader

49 HP Tier 4 Turbo Diesel Engine
Auxiliary Hydraulics: Variable Flow
Backup Alarm
Bob-Tach
Bobcat Interlock Control System (BICS)
Controls: Bobcat Standard
Cylinder Cushioning - Lift, Tilt
Engine/Hydraulic Systems Shutdown
Glow Plugs (Automatically Activated)
Horn
Instrumentation: Engine Temperature & Fuel Gauges,
Hourmeter, RPM and Warning Lights
Tires: 10-16.5, 8 PR, Bobcat Standard Duty
Warranty: 12 Months, Unlimited Hours

Part No
M0257

Qty
1

Price Ea.
\$24,804.50

Total
\$24,804.50

Lift Arm Support
Lift Path: Vertical
Lights, Front & Rear
Operator Cab

- Includes: Adjustable Cushion Seat, Top & Rear Windows, Parking Brake, Seat Bar & Seat Belt
 - Roll Over Protective Structure (ROPS) meets SAE-J1040 & ISO 3471
 - Falling Object Protective Structure (FOPS) meets SAE-J1043 & ISO 3449, Level I; (Level II is available through Bobcat Parts)
- Spark Arrestor Exhaust System

Factory Installed Attachments	31 X 12-16.5, 10 PR, Heavy Duty Wide Flotation Tires	M0257-R09-C06	1	\$407.40	\$407.40
	66" Fertilizer & Grain Bucket	6706479	1	\$775.20	\$775.20
	Pallet Fork Frame	6712927	1	\$323.00	\$323.00
	--- 48" Pallet Fork Teeth	6540182	1	\$288.80	\$288.80

Quote Total - US dollars

\$26,598.90

***Prices per the Florida State Contract #22101000-15-1. Contract Period thru: 06-30-2018**

***Terms Net 30 Days. Credit cards accepted.**

***FOB: Destination within the 48 Contiguous States.**

***Delivery: 90 days from ARO.**

***State Sales Taxes apply.**

***TID# 38-0425350**

***Orders Must be Placed with: Clark Equipment Company, dba Bobcat Company, Govt Sales, PO Box 6000, West Fargo, ND 58078.**

Prices & Specifications are subject to change. Please call before placing an order. Applies to factory ordered units only.

ORDER ACCEPTED BY:

SIGNATURE

DATED

PRINT NAME AND TITLE

PURCHASE ORDER #

SHIP TO ADDRESS:

BILL TO ADDRESS (if different than Ship To):

TOWN OF PALM BEACH

Town Council Meeting on: November 10, 2015

Section of Agenda

Consent - Other

Agenda Title

Authorize the Temporary Relocation of the Holiday Tree at Town Hall Square

Presenter

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

Supporting Documents

- [Memorandum Dated October 14, 2105, from H. Paul Brazil, P.E., Director of Public Works](#)
- [Revised Holiday Tree Location](#)

TOWN OF PALM BEACH

Information for Town Council Meeting on: November 10, 2015

TO: Mayor and Town Council

VIA: Thomas G. Bradford, Town Manager

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

RE: Authorize the Temporary Relocation of the Holiday Tree at Town Hall Square

DATE: October 14, 2015

STAFF RECOMMENDATION

Staff recommends the Town Council authorize the temporary relocation of the Town Hall Square Holiday Tree to the east median at the intersection of Royal Palm Way and South County Road.

GENERAL INFORMATION

Construction of Phase 2 of the Town Hall Square project began on October 5, 2015. The safety fencing, barricades and maintenance of traffic plan will not allow the installation of the Holiday Tree at the north end of the reflecting pool. Also, there is no electrical service available to maintain the lighting of the tree through the holiday season. Staff has evaluated alternative locations for the tree where traffic would be minimally impacted, and electrical service is available in order for the traditional Holiday Tree lighting ceremony could be performed.

There are two (2) nearby locations within the Town right-of-way where the tree could be installed and meet the criteria described above. The first location is the south end of Town Hall adjacent to the Town clock. This area has an electrical service available but would block the view of the clock, create vehicle sight line problems for South County Road traffic, and has limited space for the traditional Holiday Tree lighting program. We do not recommend this location.

The second location is the first median east of Royal Palm Way and South County Road. This location meets all of the needs and this location is preferred by the South County Road Association. This location also has been reviewed by Fire and Police staff and meets with their approval. The estimated cost for this relocation is \$750 and can be accommodated within the existing budget. The Holiday Tree would be at this temporary location for the 2015/2016 holiday season only and would return to its traditional location at Town Hall Square for the 2016/2017 holiday season.

FUNDING/FISCAL IMPACT

The estimate cost for this relocation is \$750 and can be accommodated within the existing budget. The Holiday Tree would be at this temporary location for the 2015/2016 holiday season only and would return to its traditional location at Town Hall Square for the 2016/2017 holiday season.

Attachment

cc: Eric Brown, P.E., Assistant Director of Public Works
Brett Madison, Facilities Maintenance Division Manager
Adis Pedraza, Purchasing Manager
Patti Sans, President, South County Road Association



TOWN OF PALM BEACH

Town Council Meeting on: November 10, 2015

Section of Agenda

Consent - Other

Agenda Title

Authorize Issuance of Request for Proposals for a Grants Administrator

Presenter

Jay Boodheshwar, Deputy Town Manager

Supporting Documents

- [Memorandum Dated October 31, 2015, from Jay Boodheshwar, Deputy Town Manager](#)

TOWN OF PALM BEACH

Information for Town Council Meeting on: November 10, 2015

To: Mayor and Town Council

Via: Thomas G. Bradford, Town Manager

From: Jay Boodheshwar, Deputy Town Manager

Re: Authorize Issuance of Request for Proposals for a Grants Administrator

Date: October 31, 2015

STAFF RECOMMENDATION

Staff recommends the Town Council authorize the issuance of a Request for Proposals (RFP) for a contractual Grants Administrator to provide grant research, writing and administration services for the Town.

GENERAL INFORMATION

The purpose of the proposed RFP is to solicit for professional services from qualified firms to research and identify potential grant opportunities and provide grant writing and grant administration services for the Town, as its contractual Grants Administrator. In lieu of hiring a full-time grant writer to provide said services, staff believes the better approach would be to utilize contractual support, on an as-needed basis.

The scope of services that would be provided by the Grants Administrator includes three phases of work, including research, grant writing and grant administration. The Grants Administrator would also serve as the liaison between the grantor agencies and the Town.

Phase 1: Research

- Identify grant opportunities available through local, county, state, federal, foundation, private and other funding sources and ascertain from the Town its interest in pursuing such grant opportunities;
- Develop requisite timelines and checklists to ensure timely grant completion and submission;
- Identification of grant programs where the costs and fees incurred by the Town for the work provided by the Grants Administrator is reimbursable.

Phase 2: Grant Writing

- Obtain written approval from the Town Manager or designee for all grant applications in advance of submittal. Town Council approval of grant applications will be required before submittal.
- Compose grant proposals, including budget, concept plans and other necessary items for the grant package;

Phase 3: Grant Administration

- Provide for implementation of successful, awarded grant proposals;
- Ensure grant compliance with applicable rules and regulations;
- Provide for billing procedures and manpower to include processing invoices, reimbursement requests, grant project record keeping requirements and reconciling funds;
- Fulfill grant reporting requirements;
- Report to Town staff, administration and Town Council as necessary;
- Perform other tasks related to the grant as assigned

The results of the RFP process will be presented to the Town Council at a future meeting, at which time staff will provide a recommendation, relative to which firm should be selected, as well as the source and amount of funding required to proceed with the utilization of these services.

FUNDING/FISCAL IMPACT

The selected Grants Administrator would be compensated on an hourly basis based on the phase of work performed. Funding for said services will need to be identified prior to the commencement of the phase 1 research work.

cc: Department Directors
Adis Pedraza, Purchasing Manager

TOWN OF PALM BEACH

Town Council Meeting on: November 10, 2015

Section of Agenda

Consent - Other

Agenda Title

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

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

Presenter

Supporting Documents

- [a. Memorandum Dated October 23, 2015, from H. Paul Brazil, P.E., Director of Public Works](#)
- [Landscape Maintenance Memorandum of Agreement](#)
- [b. Memorandum Dated October 23, 2015, from H. Paul Brazil, P.E., Director of Public Works](#)
- [FDOT Locally Funded Agreement](#)
- [c. Memorandum Dated, October 23, 2015, from H. Paul Brazil, P.E., Director of Public Works](#)
- [FDOT Maintenance Memorandum](#)

TOWN OF PALM BEACH

Information for Town Council Meeting on: November 10, 2015

To: Mayor and Town Council

Via: Thomas G. Bradford, Town Manager

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

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

Date: October 23, 2015

STAFF RECOMMENDATION

Town staff requests Town Council authorize the Town Manager to enter into a Landscape Maintenance Memorandum of Agreement (MMOA) with the Florida Department of Transportation (FDOT) on behalf of the Town for the Southern Boulevard Bridge Improvements Project.

GENERAL INFORMATION

As part of the Florida Department of Transportation's (FDOT) Southern Boulevard Bridge Improvements Project, the FDOT agreed to include certain landscaping improvements as part of the scope of the project, as requested and negotiated with the Town. As part of the negotiations, the Town in turn agrees to maintain the landscaping and irrigation, predominantly located along the Southern Boulevard causeway from the bridge to the A-1-A traffic circle, while the FDOT will continue to be responsible for maintenance of the roadway and hardscape portions of the project.

The proposed agreement is consistent with those entered into in the past, specifically the MMOA for the Royal Park Bridge. The Town currently maintains all of the green space within this corridor.

FUNDING/FISCAL IMPACT

Funding for the maintenance of the landscaping and irrigation under this agreement will continue to be contained within the Public Works annual operating budget.

TOWN ATTORNEY REVIEW

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

Attachment

cc: Eric Brown, P.E., Assistant Director of Public Works
William K. Francis, P.E., Town Engineer

SECTION No.: 93120
FM No. (s): 491013-2-52-01
COUNTY: PALM BEACH
S.R. No.: 80

**STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
DISTRICT FOUR
LANDSCAPE MAINTENANCE MEMORANDUM OF AGREEMENT**

THIS AGREEMENT, made and entered into this _____ day of _____, 20____, by and between the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**, a component AGENCY of the State of Florida, hereinafter called the DEPARTMENT and the **TOWN OF PALM BEACH**, a municipal corporation, existing under the Laws of Florida, hereinafter called the AGENCY.

WITNESSETH:

WHEREAS, the DEPARTMENT has jurisdiction over State Road 80 (Southern Boulevard) as part of the State Highway System as described in **Exhibit "A"**; and

WHEREAS, the DEPARTMENT seeks to install and have maintained by the AGENCY certain landscape improvements within the right of way of State Road 80 (Southern Boulevard) as described within **Exhibit "B"**; and

WHEREAS, as part of the continual updating of the State of Florida Highway System, the DEPARTMENT, for the purpose of safety, protection of the investment and other reasons, has constructed and does maintain the highway facility as described in **Exhibit "A"** (attached hereto and incorporated by reference herein), within the corporate limits of the AGENCY; and

WHEREAS, the AGENCY is agreeable to maintaining those Landscape Improvements within the AGENCY'S limits including plant materials, irrigation system and/or hardscape to the medians and areas outside the travelway to the right of way line and/or areas within the travelway that may contain specialty surfacing (concrete pavers, color stamped concrete and color stamped asphalt [also known as patterned pavement]) including any other hardscape (if applicable), but excluding standard concrete sidewalk; and agrees such improvements shall be maintained by periodic mowing, fertilizing, weeding, litter pick-up, pruning, necessary replanting, irrigation repair and/or repair of the median concrete replacements associated with the specialty surfacing (if applicable) as needed; and

WHEREAS, it is the intent of the AGENCY and the DEPARTMENT that the AGENCY shall maintain all right of way within the medians, outside the travelway and improvements made to the travelway that was made at the request of the AGENCY; and

WHEREAS, the parties hereto mutually recognize the need for entering into an Agreement designating and setting forth the responsibilities of each party; and

WHEREAS, the AGENCY by Resolution No. _____ dated _____, 20_____, attached hereto and by this reference made a part hereof, desires to enter into this Agreement and authorizes its officers to do so;

NOW THEREFORE, for and in consideration of the mutual benefits to flow each to the other, the parties covenant and agree as follows:

1. The recitals set forth above are true and correct and are deemed incorporated herein.
2. **INSTALLATION OF FACILITIES**

The DEPARTMENT shall install or caused to be installed *landscape improvements* described as: plant materials, irrigation and/or hardscape on the highway facilities substantially as specified in plans and specifications hereinafter referred to as the Project(s) and incorporated herein as referenced in **Exhibit "B" and "C"**. *Hardscape* shall mean, but not be limited to, site furnishings, landscape accent lighting, bike racks, fountain, tree grates, decorative free standing or retaining wall(s) and/or any non-standard roadway, sidewalk, median or crosswalk surfacing, such as, but not be limited to the following: specialty surfacing (concrete pavers, color stamped concrete and color stamped asphalt [also known as patterned pavement]). If there are any major changes to the plan(s), the DEPARTMENT shall provide the modified plan(s) to the AGENCY and the AGENCY shall provide their approval or disapproval to the DEPARTMENT within 10 business days. The DEPARTMENT may elect to withdraw the landscape improvements if changes are not approved within the given time frame.

3. **MAINTENANCE OF FACILITIES**

- A. The AGENCY agrees to maintain the landscape improvements, as existing and those to be installed, within the physical limits described in **Exhibit "A"** and as further described in **Exhibit "B"**. The non-standard improvements within and outside the travelway shall be maintained by the AGENCY regardless if the said improvement was made by the DEPARTMENT, the AGENCY, or others authorized pursuant to section 7, by periodic mowing, pruning, fertilizing, weeding, curb and sidewalk edging, litter pickup, necessary replanting, irrigation system repair and/ or repair of any median concrete replacement associated with specialty surfacing (if applicable) following the DEPARTMENT'S landscape safety and maintenance guidelines, **Exhibit "C"**, the Maintenance Plan. The AGENCY'S responsibility for maintenance shall include all landscaped, turfed and hardscape areas on the sidewalk or within the medians and areas outside the travelway to the right-of-way and/or areas within the travelway containing specialty surfacing. It shall be the responsibility of the AGENCY to restore an unacceptable ride condition of the roadway caused by the differential characteristics of non-standard travelway surfacing and the associated header curb and concrete areas (if applicable) on DEPARTMENT right-of-way within the limits of this Agreement.
- B. Such maintenance to be provided by the AGENCY is specifically set out as follows: to maintain, which means to properly water and fertilize all plants; to keep them as free as practicable from disease and harmful insects; to properly mulch the planting beds; to keep the premises free of weeds; to mow the turf to the proper height; to

properly prune all plants which at a minimum includes: (1) removing dead or diseased parts of plants, (2) pruning such parts thereof to provide clear visibility to signage, permitted outdoor advertising signs (per Florida Statute 479.106), and for those using the roadway and/or sidewalk; (3) preventing any other potential roadway hazards. *Plant materials* shall be those items which would be scientifically classified as plants including trees, palms, shrubs, groundcover and turf. To maintain also means to remove or replace dead or diseased plants in their entirety, or to remove or replace those that fall below original project standards. Palms shall be kept fruit free year round. To maintain means to keep the header curbs that contain the specialty surfacing treatment in optimum condition. To maintain also means to keep the hardscape areas clean, free from weeds and to repair said hardscape as is necessary to prevent a safety hazard. To maintain also means to keep litter removed from the median and areas outside the travel way to the right of way line. All plants removed for whatever reason shall be replaced by plants of the same species type, size, and grade as specified in the original plans and specifications. Any changes to the original plans shall be submitted by permit application to the DEPARTMENT for review and approval.

- C. If it becomes necessary to provide utilities (water/electricity) to the medians or areas outside the travelway to maintain these improvements, all costs associated with the utilities for the landscape improvements including, but not limited to any impact and connection fees, and the on-going cost of utility usage for water and electrical are the maintaining AGENCY'S responsibility.

(1) The AGENCY shall be solely responsible for any impact and/or connection fees

AND

- (2) The AGENCY shall be responsible for the described ongoing utility costs upon final acceptance of the construction project by the DEPARTMENT and thereafter. The Project is accepted prior to the start of the FDOT Specification 580 Contractor's Plant Establishment Period.

AND

- (3) The AGENCY shall be responsible for these improvements immediately after final acceptance of the construction project by the DEPARTMENT except for the plant materials which will be included in the FDOT Specification 580 Contractor's Plant Establishment Period. The AGENCY shall be responsible for the maintenance of all landscape improvements after the completion of the FDOT Specification 580 Contractor's Plant Establishment Period.

- D. The maintenance functions to be performed by the AGENCY may be subject to periodic inspections by the DEPARTMENT at the discretion of the DEPARTMENT. Such inspection findings will be shared with the AGENCY and shall be the basis of all decisions regarding, repayment, reworking or Agreement termination. The AGENCY shall not change or deviate from said plans without written approval of the DEPARTMENT.

4. NOTICE OF MAINTENANCE DEFICIENCIES

A. If at any time after the AGENCY has undertaken the maintenance responsibilities for the landscape improvements, it shall come to the attention of the DEPARTMENT'S District Secretary that the limits, or a part thereof, are not properly maintained pursuant to the terms of this Agreement, said District Secretary may at his/her option, issue a written notice that a deficiency or deficiencies exist(s), by sending a certified letter to the AGENCY, placing said AGENCY on notice thereof. Thereafter the AGENCY shall have a period of thirty (30) calendar days within which to correct the cited deficiencies. If said deficiencies are not corrected within this time period, the DEPARTMENT may at its option, proceed as follows:

- (1) Maintain the landscape improvements or any part thereof, with DEPARTMENT or Contractor's personnel and invoice the AGENCY for expenses incurred, and / or
- (2) At the discretion of the DEPARTMENT, terminate the Agreement in accordance with Paragraph 9 of this Agreement and remove, by the DEPARTMENT or Contractor's personnel, all of the landscape improvements installed under this Agreement or any preceding Agreements, except as to trees and palms, and charge the AGENCY the reasonable cost of such removal.

B. The AGENCY agrees to reimburse the DEPARTMENT all monies expended by the DEPARTMENT for the landscape improvements listed in **Exhibit "B"** in the amounts listed in **Exhibit "D"** should the landscape improvement fail to be maintained in accordance with the terms and conditions of this Agreement.

5. FUTURE DEPARTMENT IMPROVEMENTS

It is understood between the parties hereto that the landscape improvements covered by this Agreement may be removed, relocated or adjusted at any time in the future as determined to be necessary by the DEPARTMENT in order that the adjacent state road be widened, altered or otherwise changed to meet future criteria or planning needs of the DEPARTMENT.

The AGENCY shall be given sixty (60) calendar day notice to remove said landscape improvements at AGENCY'S expense after which time the DEPARTMENT may remove same. All permits (including tree permits), fees, and any mitigation associated with the removal, relocation or adjustments of these improvements are the maintaining AGENCY'S responsibility.

6. FUTURE AGENCY IMPROVEMENTS

The AGENCY may construct additional landscape improvements within the limits of the improvements rights of ways identified herein, subject to the following conditions:

- (a) Plans for any new landscape improvements shall be subject to approval by the DEPARTMENT. The AGENCY shall not change or deviate from said plans without written approval by the DEPARTMENT.

- (b) The AGENCY shall procure a permit from the DEPARTMENT.
- (c) All landscape improvements shall be developed and implemented in accordance with appropriate state safety and roadway design standards.
- (d) The AGENCY agrees to comply with the requirements of this Agreement with regard to any additional landscape improvements it chooses to have installed and there will be no cost to the DEPARTMENT.

7. ADJACENT PROPERTY OWNER IMPROVEMENTS

The DEPARTMENT may allow an adjacent property owner to construct additional landscape improvements within the limits of the rights of way identified in **Exhibit "A"** of this Agreement and the AGENCY shall be responsible for maintaining those improvements under this Agreement subject to the following conditions:

- (a) Plans for any new landscape improvements shall be subject to approval by the DEPARTMENT and shall require a valid permit attached with a letter of consent to said plans by the AGENCY. The plans shall not be changed or deviated from without written approval by the DEPARTMENT and the AGENCY.
- (b) All landscape improvements shall be developed and implemented in accordance with appropriate state safety and roadway design standards.
- (c) The AGENCY agrees to comply with the requirements of this Agreement with regard to any additional landscape improvements installed by an adjacent owner.

8. LANDSCAPE IMPROVEMENTS COST

The DEPARTMENT agrees to enter into a contract for the installation of the landscape improvements with an estimated amount of **\$486,789.47** as referenced in **Exhibit "D"**. This amount may be reduced or eliminated at the sole discretion of the DEPARTMENT or due to budgetary constraints of the DEPARTMENT.

The DEPARTMENT'S participation in the landscape improvements' cost, as described in **Exhibit "D"** is limited to only those items which are directly related to the Landscape improvement plans.

- (1) The AGENCY shall be invited to assist the DEPARTMENT in the final acceptance of the landscape improvements by the DEPARTMENT associated with the roadway construction project and then upon completion of the FDOT Specification 580 Contractor's Plant Establishment Period.

9. AGREEMENT TERMINATION

In addition to those conditions otherwise contained herein, this Agreement may be terminated under any one (1) of the following conditions:

- (a) By the DEPARTMENT, if the AGENCY fails to perform its duties under this Agreement, following ten (10) days written notice.
- (b) By the DEPARTMENT, for refusal by the AGENCY to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the AGENCY in conjunction with this Agreement.

10. AGREEMENT TERM

- A. The term of this Agreement commences upon execution by all parties. The term of this Agreement shall remain in effect for twenty-five (25) years.
- B. If the DEPARTMENT chooses not to implement the landscape improvements described in **Exhibit "B"**, this Agreement becomes void and the original Agreement is reinstated if any.

11. LIABILITY AND INSURANCE REQUIREMENTS

- A. With respect to any of the AGENCY'S agents, consultants, sub-consultants, contractors, and/or sub-contractors, such party in any contract for the landscape improvements shall agree to indemnify, defend, save and hold harmless the DEPARTMENT from all claims, demands, liabilities, and suits of any nature arising out of, because of or due to any intentional and/or negligent act or occurrence, omission or commission of such agents, consultants, subconsultants, contractors and/or subcontractors. The AGENCY shall provide to the DEPARTMENT written evidence of the foregoing upon the request of the DEPARTMENT. It is specifically understood and agreed that this indemnification clause does not cover or indemnify the DEPARTMENT for its own negligence.
- B. In the event that AGENCY contracts with a third party to provide the services set forth herein, any contract with such third party shall include the following provisions:
 - (1) AGENCY'S contractor shall at all times during the term of this Agreement keep and maintain in full force and effect, at contractor's sole cost and expense, Comprehensive General Liability with minimum limits of \$1,000,000.00 per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability and Worker's Compensation insurance with minimum limits of \$500,000.00 per Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability and Worker's Compensation policy without restrictive endorsements, as filed by the Insurance Services Office and shall name the DEPARTMENT as an additional insured on such policies.
 - (2) AGENCY'S contractor shall furnish AGENCY with Certificates of Insurance of Endorsements evidencing the insurance coverage specified herein prior to the beginning performance of work under this Agreement.

- (3) Coverage is not to cease and is to remain in full force and effect (subject to cancellation notice) until all performance required of AGENCY'S contractor is completed. All policies must be endorsed to provide the DEPARTMENT with at least thirty (30) day notice of cancellation and or/or restriction. If any of the insurance coverage will expire prior to the completion of work, copies of renewal policies shall be furnished at least (30) days prior to the date of expiration.

12. E-VERIFY REQUIREMENTS

The AGENCY shall:

- (a) Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the AGENCY during the term of the contract; and
- (b) Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

13. SUPERSEDED AGREEMENTS

This writing embodies the entire Agreement and understanding between the parties hereto and there are no other Agreements and understanding, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby.

14. FISCAL TERMS

The DEPARTMENT, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The DEPARTMENT shall require a statement from the Comptroller of the DEPARTMENT that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one (1) year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the DEPARTMENT which are for an amount in excess of TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) and which have a term for a period of more than one year.

15. DISPUTES

The DEPARTMENT'S District Secretary shall decide all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of this Agreement, the prosecution or fulfillment of the service hereunder and the character, quality, amount and value thereof; and his decision upon all claims, questions and disputes shall be final and conclusive upon the parties hereto.

16. ASSIGNMENT

This Agreement may not be assigned or transferred by the AGENCY in whole or part without the consent of the DEPARTMENT.

17. LAWS GOVERNING

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The AGENCY agrees to waive forum and venue and that the DEPARTMENT shall determine the forum and venue in which any dispute under this agreement is decided.

18. NOTICES

Any and all notices given or required under this Agreement shall be in writing and either personally delivered with receipt acknowledgement or sent by certified mail, return receipt requested. All notices shall be sent to the following addresses.

If to the DEPARTMENT:
State of Florida Department of Transportation
3400 West Commercial Blvd.
Ft. Lauderdale, FL 33309-3421
Attention: Elisabeth A. Hassett, R.L.A.
FDOT District IV Landscape Architect

If to the AGENCY:
Town of Palm Beach
360 South County Road
Palm Beach, Florida 33480
Attention: Thomas G. Bradford
Title: Town Manager

With a copy to:
Town of Palm Beach
951 Okeechobee Rd. Suite A
West Palm Beach, Florida 33401
Attention: William Francis, P.E.
Title: Town Engineer

19. LIST OF EXHIBITS

- Exhibit A: Roadway Project Location and Landscape Improvements
Maintenance Boundaries
- Exhibit B: Landscape Improvement Plans
- Exhibit C: Maintenance Plan for Landscape Improvements
- Exhibit D: Approximate Cost for Landscape Improvements

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective the day and year first above written.

TOWN OF PALM BEACH

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By: _____
Town Manager

By: _____
Transportation Development Director

Attest: _____ (SEAL)
Clerk

Attest: _____ (SEAL)
Executive Secretary

Legal Approval Date

Legal Review Date

Office of the General Counsel

SECTION No.:	93120
FM No. (s):	491013-2-52-01
COUNTY:	PALM BEACH
S.R. No.:	80

EXHIBIT A

ROADWAY PROJECT LOCATION AND LANDSCAPE IMPROVEMENTS MAINTENANCE BOUNDARIES

I. ROADWAY PROJECT LOCATION:

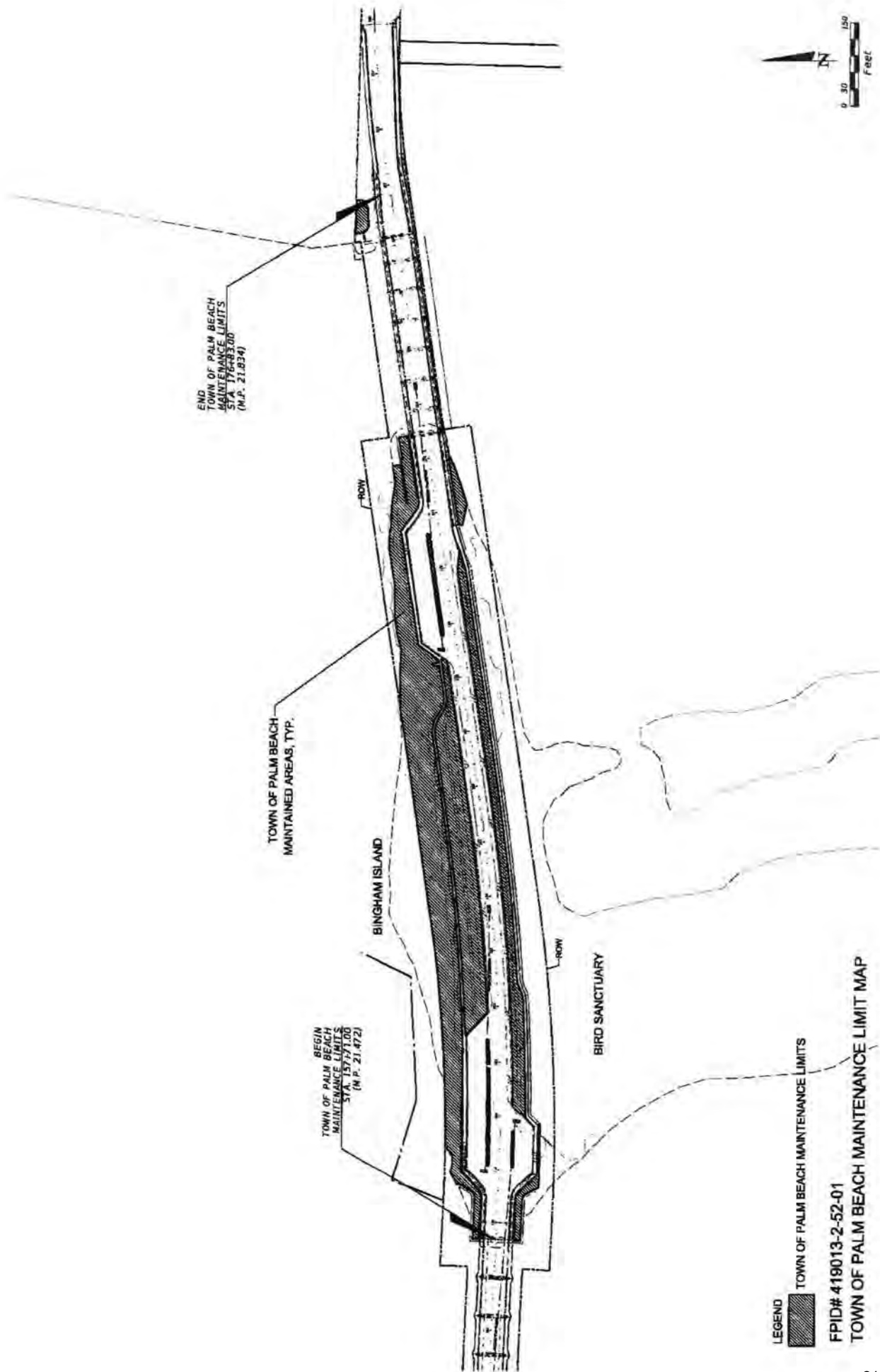
State Road 80 (Southern Boulevard) from Washington Road (M.P. 21.165) to State Road A1A (South Ocean Boulevard (M.P. 21.922))

II. LIMITS OF MAINTENANCE FOR LANDSCAPE IMPROVEMENTS

State Road 80 (Southern Boulevard) from the end of Western Bridge to Bingham Island (M.P. 21.472) to State Road A1A (South Ocean Boulevard) (M.P. 21.922)

III. LANDSCAPE IMPROVEMENTS MAINTENANCE RESPONSIBILITIES MAP:

See Attached



SECTION No.:	93120
FM No. (s):	491013-2-52-01
COUNTY:	PALM BEACH
S.R. No.:	80

EXHIBIT B

LANDSCAPE IMPROVEMENT PLANS

The DEPARTMENT agrees to install the landscape improvements in accordance with the plans and specifications attached hereto and incorporated herein.

Please see attached plans prepared by: WGI Land Design Services Division
Jason L. Mihalovits, RLA
Date: July 28, 2015

COMPONENTS OF CONTRACT PLAN SET
LANDSCAPE PLANS

INDEX OF LANDSCAPE PLANS

SHEET NO.	SHEET DESCRIPTION
LD-1	KEY SHEET
LD-2	SIGNATURE SHEET
LD-3	LIST OF ITEMS
LD-4	LANDSCAPE NOTES
LD-5	LANDSCAPE DETAILS
LD-6	ADJUSTMENT OF QUANTITIES
LD-7	THESE DRAWINGS/PROPOSITION CHART
LD-8	SHEET LAYOUT
LD-9 TO LD-18	FREE INVENTORY
LD-19 TO LD-28	LANDSCAPE PLAN
LD-29 TO LD-31	CONSTRUCTION INVESTIGATION PLAN
LD-32	TRAFFIC CONTROL NOTES

GOVERNING STANDARDS AND SPECIFICATIONS
Florida Department of Transportation, 2015 Design Standards and revised Index Drawings as appended hereto, and 2015 Standard Specifications for Road and Bridge Construction, as amended by Contract Documents.
For Design Standards click on the "Design Standards" link at the following web site:
<http://www.dot.state.fl.us/design/>
For the Standard Specifications for Road and Bridge Construction click on the "Specifications" link at the following web site:
<http://www.dot.state.fl.us/specifications/>



7/28/2015

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

CONTRACT PLANS

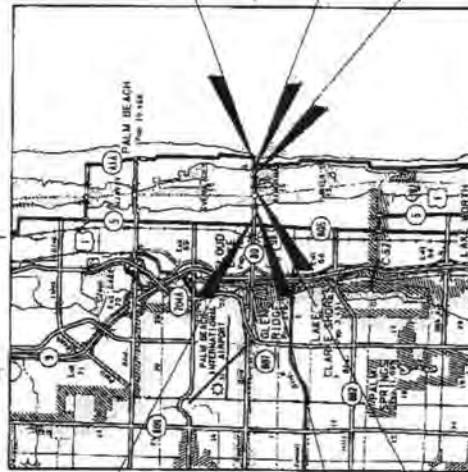
FINANCIAL PROJECT ID 419013-2-52-01

PALM BEACH COUNTY (93120)

STATE ROAD NO. 80
FROM WASHINGTON RD TO SR-A1A/SOUTH OCEAN BLVD

LANDSCAPE PLAN

TO ANICRA BEACH



BEGIN PROJECT
STA. 141+50.00
M.P. 21.165

BEGIN BRIDGE
STA. 148+23.01
M.P. 21.292

END BRIDGE
STA. 157+71.01
M.P. 21.472

END PROJECT
STA. 181+46.00
M.P. 21.922

END BRIDGE
STA. 176+04.66
M.P. 21.819

BEGIN BRIDGE
STA. 172+44.66
M.P. 21.751



LANDSCAPE SHOP DRAWINGS
TO BE SUBMITTED TO:
JASON L. MIHALOVITS, R.L.A.
WANTMAN GROUP, INC.
400 COLUMBIA DRIVE, SUITE 100
WEST PALM BEACH, FL 33409

PLANS PREPARED BY:

WANTMAN GROUP, INC.
400 COLUMBIA DRIVE, SUITE 100
WEST PALM BEACH, FL 33409

CERTIFICATE OF AUTHORIZATION #6591
VENDOR IDENTIFICATION #65-021167

NOTE THE SCALE OF THESE PLANS MAY
HAVE CHANGED DUE TO REPRODUCTION.

CONSTRUCTABILITY SUBMITTAL

PROJECT LENGTH IS BASED ON THE % OF CONSTRUCTION SR 80

LENGTH OF PROJECT	
LINEAR FEET	MILES
ROADWAY	2,686.00 0.500
BRIDGES	1,308.00 0.240
TOTAL LENGTH OF PROJECT	3,994.00 0.740
EXCEPTIONS	0.757
GROSS LENGTH OF PROJECT	3,998.00 0.757

FOOT PROJECT MANAGER: VANITA SAINI, P.E.

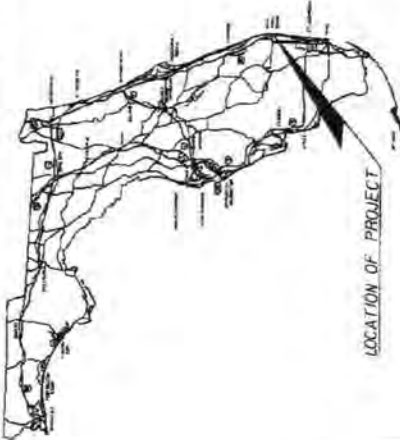
KEY SHEET REVISIONS	
DATE	DESCRIPTION

LANDSCAPE PLANS
LANDSCAPE ARCHITECT
JASON L. MIHALOVITS

R.L.A. NO. LASS60128

FISCAL YEAR	20	SHEET NO.
		LD-1

CONSTRUCTION CONTRACT NO. E483)



LOCATION OF PROJECT

8/17/2015 8:16:30 PM P:\2013\93120\15\LANDSCAPE\CONTRACT



THE ABOVE NAMED PROFESSIONAL LANDSCAPE ARCHITECT SHALL BE RESPONSIBLE FOR THE FOLLOWING SHEETS IN ACCORDANCE WITH RULE 610-14.011, P. 4.4



AND CORPORATION SUBJECT TO
THESE TERMS AND CONDITIONS, GO TO: [WWW.AUTOMATION-
NATION.COM](http://WWW.AUTOMATION-
NATION.COM), P. 2-401-7775

THE ABOVE NAMED PROFESSIONAL ENGINEER SHALL BE RESPONSIBLE FOR THE FOLLOWING SHEETS IN ACCORDANCE WITH RULE 610.05 J.C.D.C. P.A.C.

LANDSCAPE PLANS

SHEET NO.	SHEET DESCRIPTION
LD-1	KEY SHEET
LD-2	SIGNATURE SHEET
LD-3	SUMMARY LIST OF ITEMS
LD-4	LANDSCAPE NOTES
LD-5	LANDSCAPE DETAILS
LD-6	TABULATION OF QUANTITIES
LD-7	FREE INVENTORY DISPOSITION CHART
LD-8	THEE INVENTORY
LD-9 TO LD-18	LANDSCAPE PLAN
LD-19 TO LD-28	CONCEPTUAL IRRIGATION PLAN
LD-29 TO LD-31	

LANDSCAPE PLANS

SHEET NO.	SHEET DESCRIPTION
LD-2	SIGNATURE SHEET
LD-32	TRAFFIC CONTROL NOTES

[illegible]

[illegible]

LANDSCAPE NOTES

1. A CERTIFIED LANDSCAPE CONTRACTOR SHALL OVERSEE LANDSCAPE ACTIVITIES.
2. A CERTIFIED ARBORIST SHALL OVERSEE PRUNING ACTIVITIES.
3. PRIOR TO THE PRE-CONSTRUCTION MEETING, SUBMIT THE FOLLOWING:
 - a. LANDSCAPE CONTRACTOR CERTIFICATION
 - b. ARBORIST CERTIFICATION
 - c. A UNIT COST BREAKDOWN FOR ALL ITEMS OF WORK
 - d. FERTILIZER PRODUCT SHEET AND APPLICATION SCHEDULE
4. PLANTING BACKFILL SHALL CONSIST OF 50/50 MIX OF 100 PERCENT DECOMPOSED COMPOST AND EXISTING SITE SOIL.
5. FERTILIZER SHALL CONSIST OF 8-2-12+4 MG. PLUS WATER SOLUBLE MICRONUTRIENTS, 100 PERCENT OF THE NITROGEN (N), POTASSIUM (K), MAGNESIUM (MG) AND (B) BORON MUST BE IN SLOW RELEASE FORM.
6. FOR ALL EXISTING TREES DESIGNATED TO BE REMOVED, REMOVE PER STANDARD SPECIFICATION SECTION 110-2, STANDARD CLEARING AND GRUBBING.
7. MAINTAIN A 3 INCH MULCH COVER ON TREE RINGS AND SHRUB BEDS THROUGHOUT THE PLANT ESTABLISHMENT PERIOD.
8. MAINTAIN LANDSCAPE TO MEET REQUIREMENTS OF FDOT MAINTENANCE RATING PROGRAM REQUIREMENTS.
9. MAINTAIN LANDSCAPE TO MEET REQUIREMENTS OF INDEX 546, HORIZONTAL AND VERTICAL CLEARANCES WITHIN THE LIMITS OF CLEAR SIGHT.
10. DURING CONSTRUCTION AND THROUGHOUT THE PLANT ESTABLISHMENT PERIOD, ERADICATE FLORIDA EXOTIC PEST PLANT COUNCIL (FLEPPC) CATEGORY 1 INVASIVE PLANT SPECIES THROUGHOUT THE PROJECT LIMITS.

ENVIRONMENTAL NOTES

1. COORDINATE THE SELECTION AND REVIEW OF PROPOSED STAGING AND STOCKPILING AREAS WITH

- THE DISTRICT CONSTRUCTION ENVIRONMENTAL COORDINATOR (DCEC) AT (954) 777-4665.
2. NO BEACH ILLUMINATION WILL BE PERMITTED DURING SEA TURTLE NESTING SEASON (MARCH 1 THROUGH OCTOBER 31). SHOULD NIGHT CONSTRUCTION BE NECESSARY DURING THESE MONTHS, PLEASE CONTACT THE DCEC TO ENSURE THAT TEMPORARY LIGHTING WILL NOT IMPACT SEA TURTLE NESTING.
3. NO STAGING OR STOCKPILING WILL BE ALLOWED ON THE RINGHAM ISLAND SANCTUARY PROPERTY, THE TOWN OF PALM BEACH RECREATIONAL BEACH AND PARKING AREAS, FLAGLER WALKING TRAIL, OR OTHER RECREATIONAL PROPERTIES WITHIN THE PROJECT VICINITY. ACCESS TO THESE FACILITIES MUST BE MAINTAINED AT ALL TIMES. IN ADDITION, NO STAGING OR STOCKPILING WILL BE ALLOWED ON THE FOLLOWING SECTION 105 - 4(F) PROPERTIES: MAR-A-LOGO, CENTRAL PARK HISTORIC DISTRICT, THE BATH AND TENNIS CLUB, ST. CATHERINE GREEK ORTHODOX CHURCH, OR 301 SOUTHERN BOULEVARD.

UTILITY CONTACT LIST

AT&T (OTIS KEEVE) 954-723-2540
 CITY OF WEST PALM BEACH (LAURA E) 561-494-1093
 COMCAST (ARCHIE GRIGGS) 561-662-6103
 FLORIDA PUBLIC UTILITIES (DALE BUTCHER) 561-366-1635
 FPL DISTRIBUTION (ALAN BOAZ) 561-606-1747
 PBC TRAFFIC ENGINEERING (SUPERINTENDENT) 561-233-3000
 PBC ENGINEERING & PUBLIC WORKS (FATMEH N. JAFAR) 561-684-4030
 TOWN OF PALM BEACH (DOUG TERRY) 561-838-5440

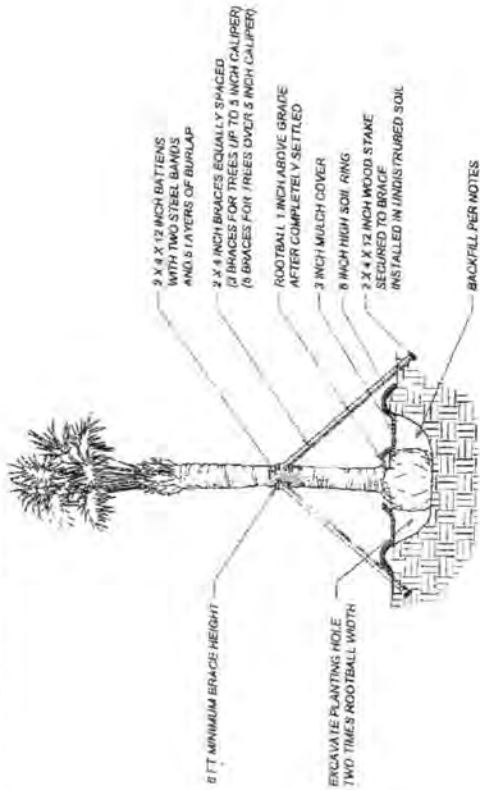
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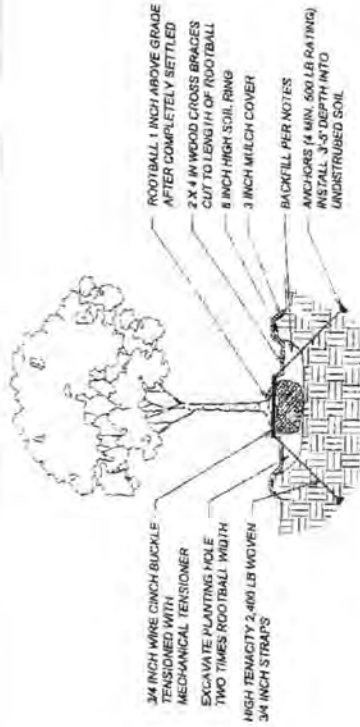
DATE		DESCRIPTION		PROVISIONS		Windman Group, Inc. Certificate of Authorization 609 Jason L. Malachuk, R.L.A. 401 S. Congress Ave., Suite 110 West Palm Beach, FL 33409		STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION ROAD NO. COUNTY FINANCIAL PROJECT ID SR 80 PALM BEACH 494013-2-37-01		SHEET NO. LD-4	
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LANDSCAPE NOTES

THESE DETAILS ARE IN ADDITION TO INDEX 544 BRACING DETAILS



TREES 3 INCH CALIPER AND OVER
BRACING DETAIL



TREES UNDER 3 INCH CALIPER
BRACING DETAIL



DATE	DESCRIPTION	REVISIONS	DATE	DESCRIPTION

Wardman Group, Inc.
Certified of Accreditation 6091
JASON L. MICHALOVITS, R.L.A.
600 Columbia Drive, Suite 100
West Palm Beach, FL 33409

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION
ROAD NO. COUNTY FINANCIAL PROJECT ID
SR 80 PALM BEACH 49003-2-53-01

LANDSCAPE DETAILS

SHEET NO.
LD-5

NOTICE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE SIGNED AND SEALED UNDER RULE 610.01(1), P.A.C.

SUMMARY OF LANDSCAPE QUANTITIES

DATE		REVISIONS		DESCRIPTION	STATES OF FLORIDA DEPARTMENT OF TRANSPORTATION			SHEET NO.
					ROAD NO.	COUNTY	FINANCIAL PROJECT ID	
Wardman Group, Inc. Certificate of Authorization 9999 1606 Jason L. Minnifield, B.L.A. 41-A License Number 8667128 400 Columbia Drive, Suite 100 Fort Palm Beach, FL 33465					SR 80	PALM BEACH	409013-2-52-01	TABULATION OF QUANTITIES 1-D-6

TREE INVENTORY/DISPOSITION CHART

Tree #	Species Name	Common Name	DBH (in)	Height (ft)	Spread (ft)	Disposition
1	Bucida buxeras	Black Olive	16	30	30	Remove
2	Bucida buxeras	Black Olive	9	20	15	Remove
3	Bucida buxeras	Black Olive	9	25	10	Remove
4	Bucida buxeras	Black Olive	10	25	15	Remove
5	Bucida buxeras	Black Olive	36	30	40	Remove
6	Bucida buxeras	Black Olive	12	18	9	Remove
7	Bucida buxeras	Black Olive	36	40	30	Remove
8	Plumeria	Frangipani	3	8	5	Remove
9	Plumeria	Frangipani	3	8	5	Remove
10	Roystonea elata	Royal Palm	9	40		Remove
11	Bucida buxeras	Black Olive	30	35	40	Remain
12	Roystonea elata	Royal Palm	9	40		Remove
13	Sabal palmetto	Cabbage Palm	TBD	18		Remove
14	Ficus benjamina	Weeping Fig	TBD	35	30	Remove
15	Cocos nucifera	Coconut Palm	10	25		Remove
16	Cocos nucifera	Coconut Palm	10	25		Remove
17	Cocos nucifera	Coconut Palm	10	25		Remove
18	Cocos nucifera	Coconut Palm	12	25		Remove
19	Roystonea elata	Royal Palm	10	35		To Be Relocated By Others
20	Cocos nucifera	Coconut Palm	12	25		Remove
21	Roystonea elata	Royal Palm	18	40		Remain
22	Roystonea elata	Royal Palm	13	35		To Be Relocated By Others
23	Roystonea elata	Royal Palm	13	35		To Be Relocated By Others
24	Roystonea elata	Royal Palm	13	35		Remain
25	Roystonea elata	Royal Palm	18	40		Remove
26	Washingtonia robusta	Washington Palm	TBD	20		Remove
27	Washingtonia robusta	Washington Palm	TBD	25		Remove
28	Washingtonia robusta	Washington Palm	TBD	25		Remove
29	Washingtonia robusta	Washington Palm	TBD	25		Remove
30	Washingtonia robusta	Washington Palm	TBD	25		Remove
31	Washingtonia robusta	Washington Palm	TBD	25		Remove
32	Washingtonia robusta	Washington Palm	TBD	25		Remove
33	Washingtonia robusta	Washington Palm	TBD	20		Remove
34	Washingtonia robusta	Washington Palm	TBD	12		Remove
35	Washingtonia robusta	Washington Palm	TBD	12		Remove
36	Sabal palmetto	Cabbage Palm	TBD	25		Remove
37	Sabal palmetto	Cabbage Palm	TBD	25		Remove
38	Sabal palmetto	Cabbage Palm	TBD	25		Remove
39	Sabal palmetto	Cabbage Palm	TBD	12		Remove

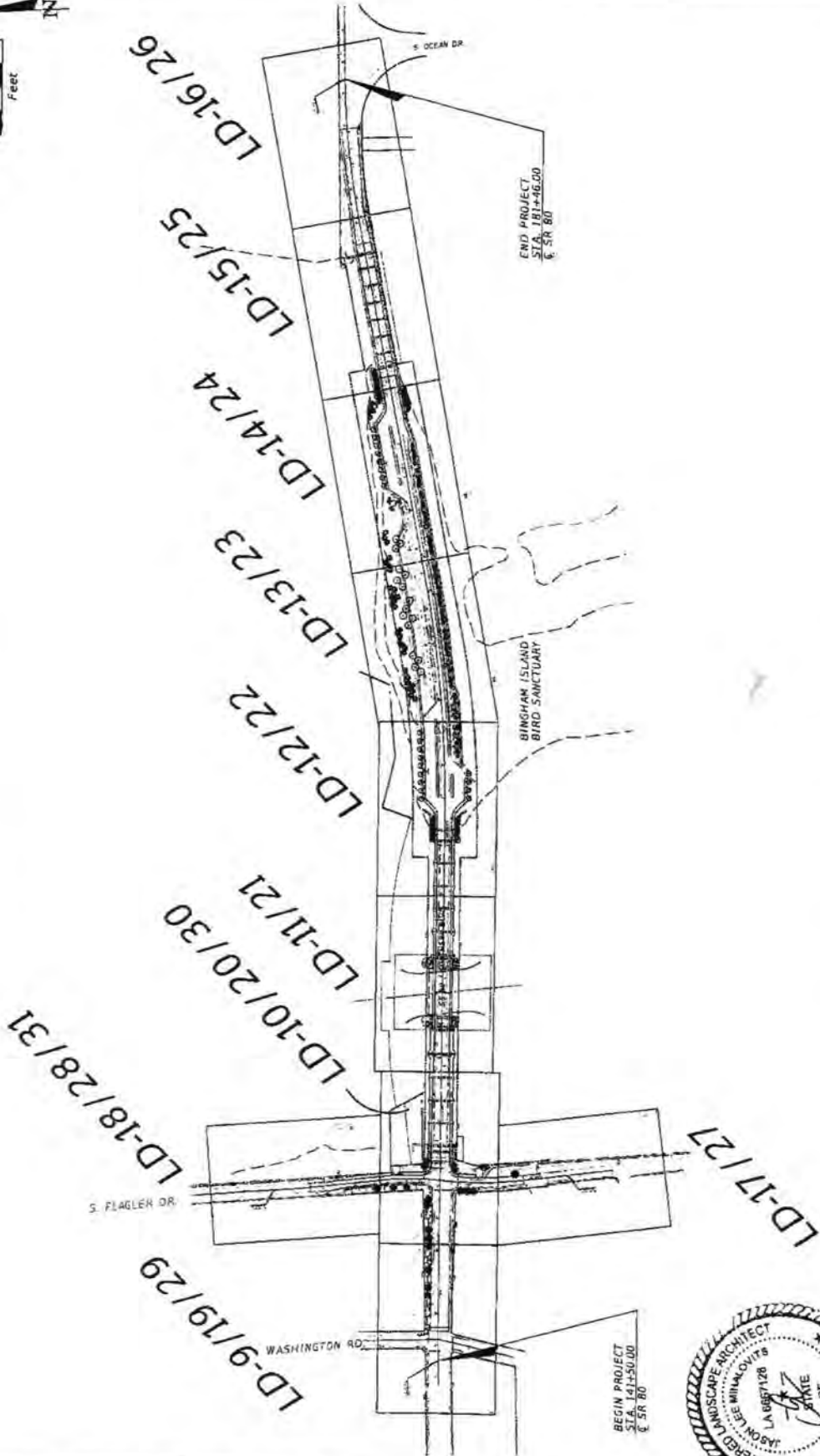
DISPOSITIONS: TBD - TO BE DETERMINED



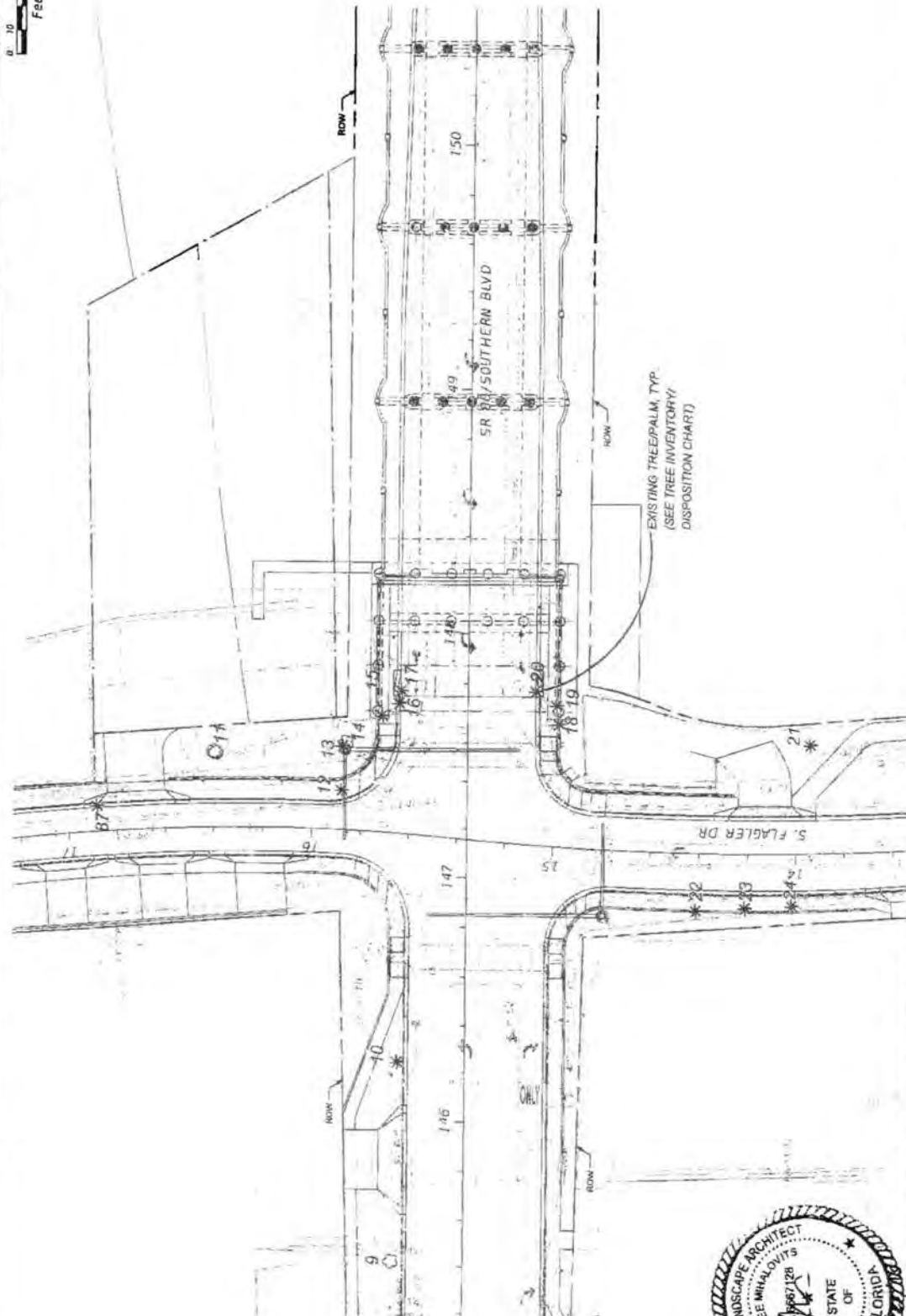
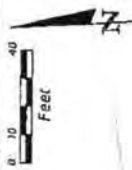
TREE INVENTORY/DISPOSITION CHART

Tree #	Species Name	Common Name	DBH (in)	Height (ft)	Spread (ft)	Disposition
40	Sabal palmetto	Cabbage Palm	TBD	25		Remove
41	Sabal palmetto	Cabbage Palm	TBD	25		Remove
42	Sabal palmetto	Cabbage Palm	TBD	25		Remove
43	Sabal palmetto	Cabbage Palm	TBD	25		Remove
44	Sabal palmetto	Cabbage Palm	TBD	12		Remove
45	Sabal palmetto	Cabbage Palm	TBD	25		Remove
46	Sabal palmetto	Cabbage Palm	TBD	25		Remove
47	Sabal palmetto	Cabbage Palm	TBD	30		Remove
48	Sabal palmetto	Cabbage Palm	TBD	30		Remove
49	Sabal palmetto	Cabbage Palm	TBD	20		Remove
50	Sabal palmetto	Cabbage Palm	TBD	25		Remove
51	Sabal palmetto	Cabbage Palm	TBD	25		Remove
52	Sabal palmetto	Cabbage Palm	TBD	30		Remove
53	Sabal palmetto	Cabbage Palm	TBD	18		Remove
54	Sabal palmetto	Cabbage Palm	TBD	25		Remove
55	Sabal palmetto	Cabbage Palm	TBD	25		Remove
56	Sabal palmetto	Cabbage Palm	TBD	25		Remove
57	Cocos nucifera	Coconut Palm	TBD	25		Remove
58	Cocos nucifera	Coconut Palm	TBD	25		Remove
59	Cocos nucifera	Coconut Palm	TBD	20		Remove
60	Sabal palmetto	Cabbage Palm	TBD	15		Remove
61	Sabal palmetto	Cabbage Palm	TBD	25		Remove
62	Sabal palmetto	Cabbage Palm	TBD	30		Remove
63	Sabal palmetto	Cabbage Palm	TBD	30		Remove
64	Cocos nucifera	Coconut Palm	TBD	35		Remove
65	Cocos nucifera	Coconut Palm	TBD	25		Remove
66	Cocos nucifera	Coconut Palm	TBD	25		Remove
67	Cocos nucifera	Coconut Palm	TBD	25		Remove
68	Cocos nucifera	Coconut Palm	TBD	25		Remove
69	Sabal palmetto	Cabbage Palm	TBD	25		Remove
70	Sabal palmetto	Cabbage Palm	TBD	30		Remove
71	Sabal palmetto	Cabbage Palm	TBD	30		Remove
72	Cocos nucifera	Coconut Palm	TBD	25		Remove
73	Cocos nucifera	Coconut Palm	TBD	25		Remove
74	Cocos nucifera	Coconut Palm	TBD	30		Remove
75	Cocos nucifera	Coconut Palm	TBD	35		Remove
76	Cocos nucifera	Coconut Palm	TBD	35		Remove
77	Sabal palmetto	Cabbage Palm	TBD	16		Remove
78	Casuarina equisetifolia	Australian Pine	48	50		Remove
79	Casuarina equisetifolia	Australian Pine	48	50		Remove
80	Casuarina equisetifolia	Australian Pine	48	40		Remove
81	Casuarina equisetifolia	Australian Pine	48	40		Remove
82	Roystonea elata	Royal Palm	14	40		To Be Relocated By Others
83	Roystonea elata	Royal Palm	14	40		To Be Relocated By Others
84	Roystonea elata	Royal Palm	14	40		To Be Relocated By Others
85	Roystonea elata	Royal Palm	9	40		Remain
86	Roystonea elata	Royal Palm	18	40		Remain
87	Roystonea elata	Royal Palm	12	28		To Be Relocated By Others

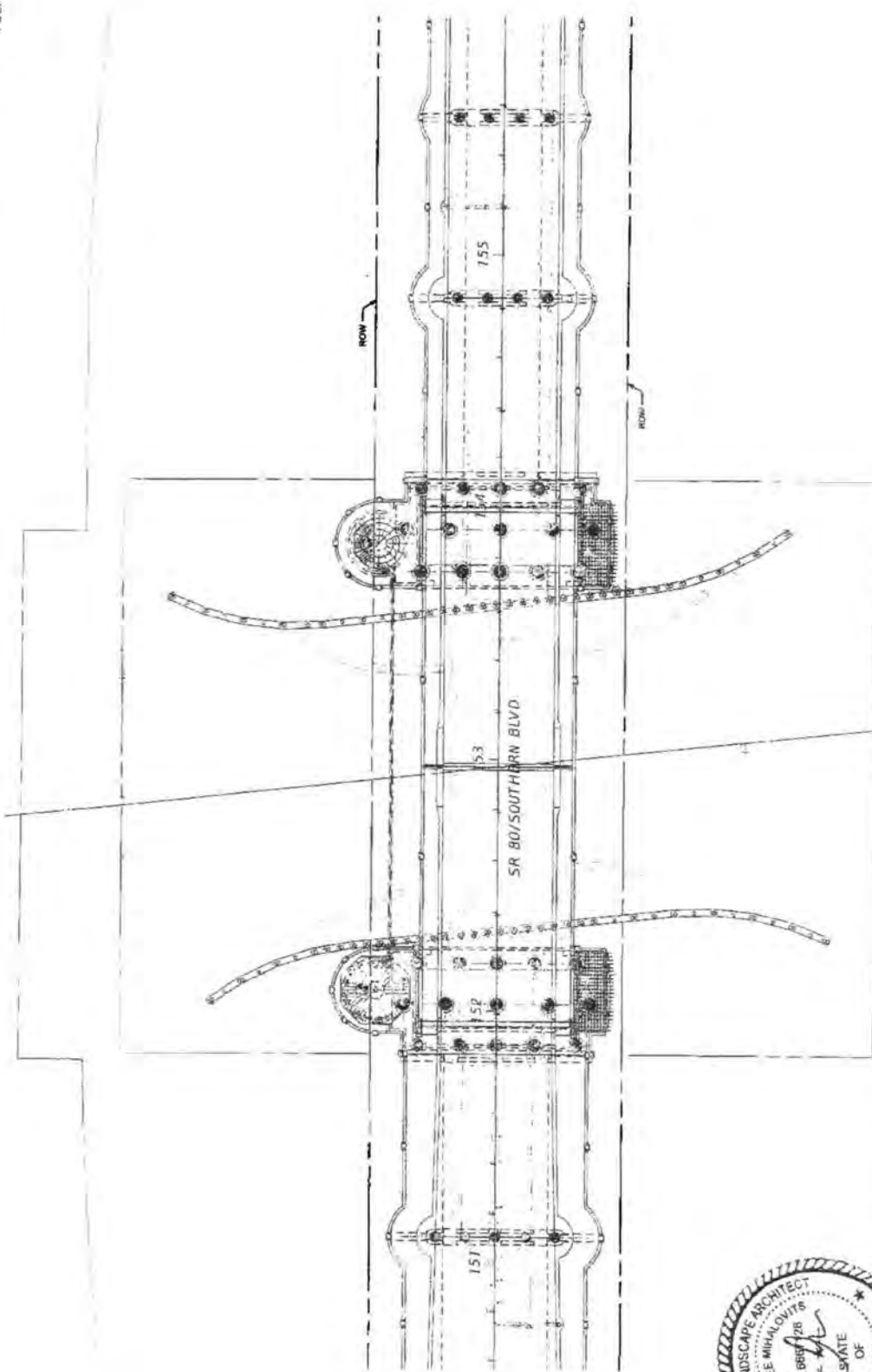
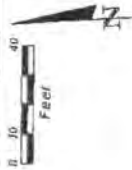
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DATE		DATE		DATE	
STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION COUNTY: PALM BEACH FINANCIAL PROJECT ID: 41013-2-52-01 SR: 80					
Wantman Group, Inc. Certificate of Authorization #991 LAUR JASON L. MINOIA, A.L.A. A.L.A. License Number 866728 400 Columbia Drive, Suite 300 West Palm Beach, FL 33408					
TREE INVENTORY/ DISPOSITION CHART					
SHEET NO.					10-7



DATE		DESCRIPTION		REVISIONS		DATE		DESCRIPTION	
Wantman Group, Inc. Certificate of Authorization: 609 LAC# Jason L. Milovits, R.L.A. R.L.A. License Number 6607128 11000 West Palm Beach Blvd., Suite 200 West Palm Beach, FL 33409									
STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION				ROAD NO. SR 80		COUNTY PALM BEACH		FINANCIAL PROJECT ID# 418013-2-S2-01	
SHEET NO. LD-8				SHEET LAYOUT					

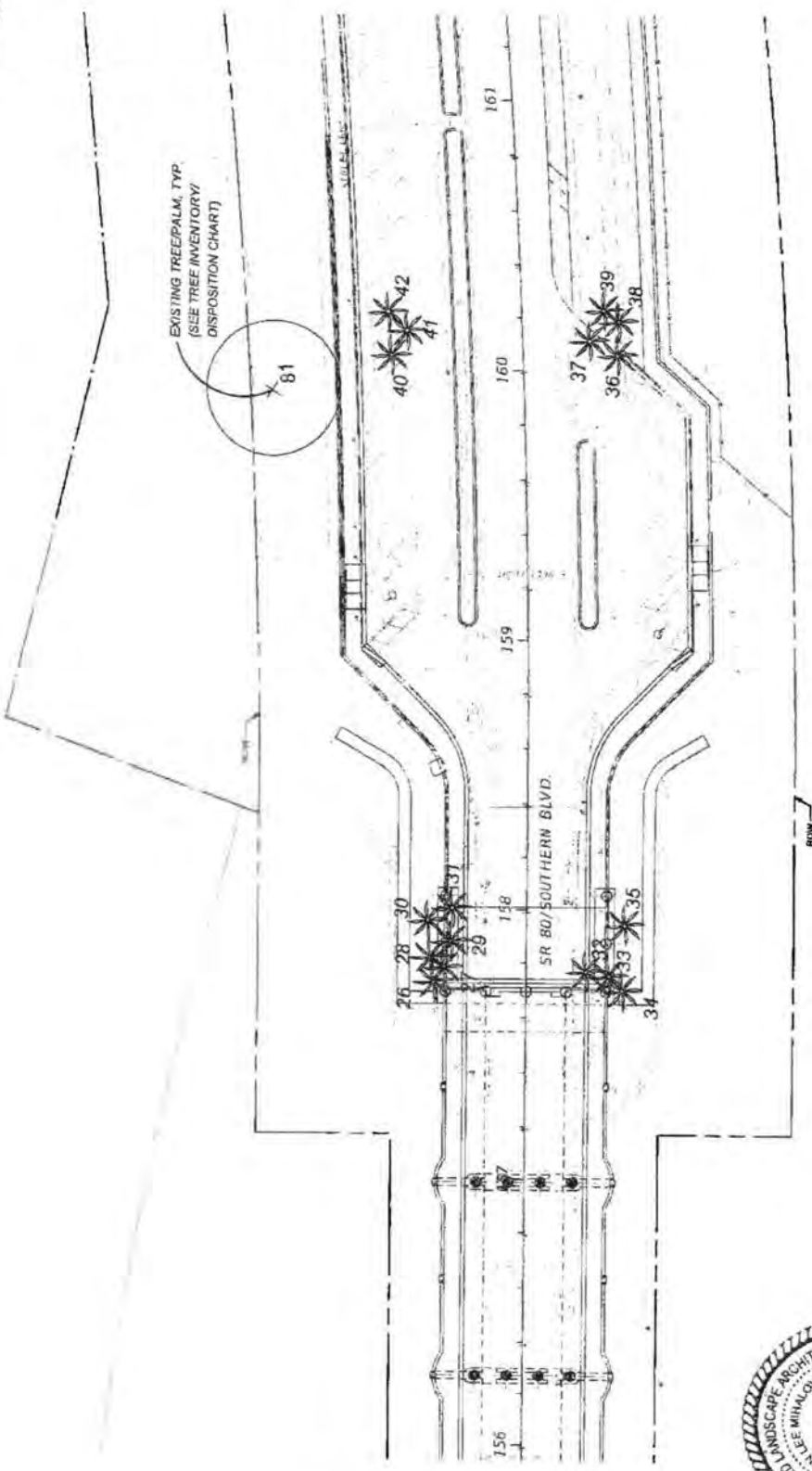
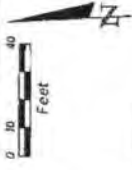


DATE		REVISIONS		DESCRIPTION		DATE		
Westman Group, Inc. Certificate of Authorization 6091 L.A.P. Jason L. Mihalovits, R.L.A. A.L.A. License Number 668728 400 Columbia Drive, Suite 110 West Palm Beach, FL 33409				STATES OF FLORIDA DEPARTMENT OF TRANSPORTATION ROAD NO. SR 80 COUNTY PALM BEACH FINANCIAL PROJECT ID 418013-2-52-01				SHEET NO. LD-10



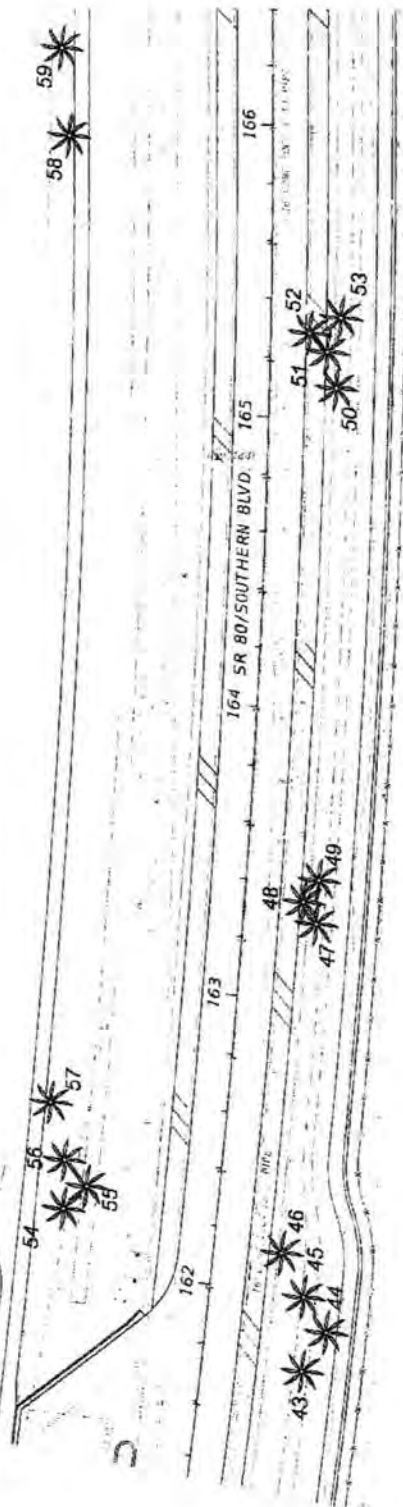
DATE	REVISION	DATE	DESCRIPTION
Wanman Group, Inc. Certified of Authorization 6091 Jason, Jason L. Mihalovits, R.L.A. R.L.A. License Number 5567126 4000 Columbus Drive, Suite 100 West Palm Beach, FL 33409		STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION ROAD NO. COUNTY SR NO. PALM BEACH FINANCIAL PROJECT ID 418013 2 5 2-01	
TREE INVENTORY		SHEET NO. LD-11	

SECTION 61B0-01.01, F.A.C.

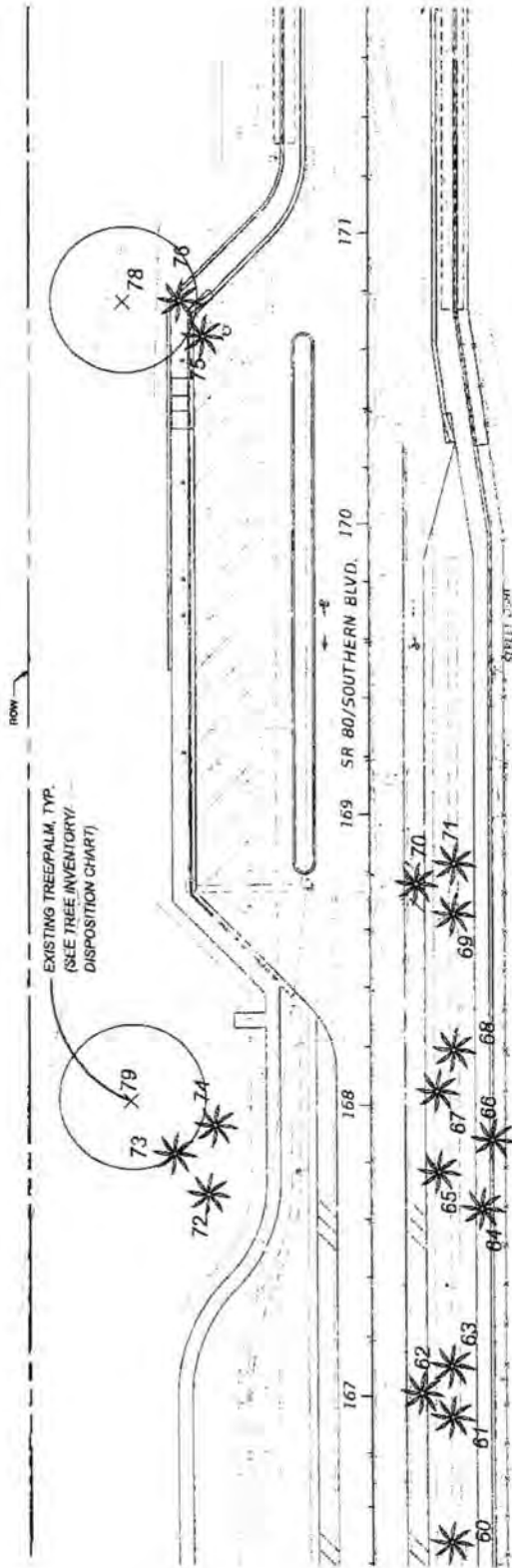
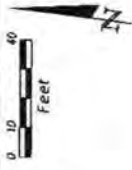


DATE		DESCRIPTION		REVISIONS		DATE			
Wainman Group, Inc. Certificate of Authorization 0691 LAKS Jason L. MINALOVITS, R.L.A. 400 Columbia Drive, Suite 100 West Palm Beach, FL 33409				STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION ROAD NO. COUNTY FINANCIAL PROJECT TO SR 80 PALM BEACH 419013-2-52-01				SHEET NO. LD-12	

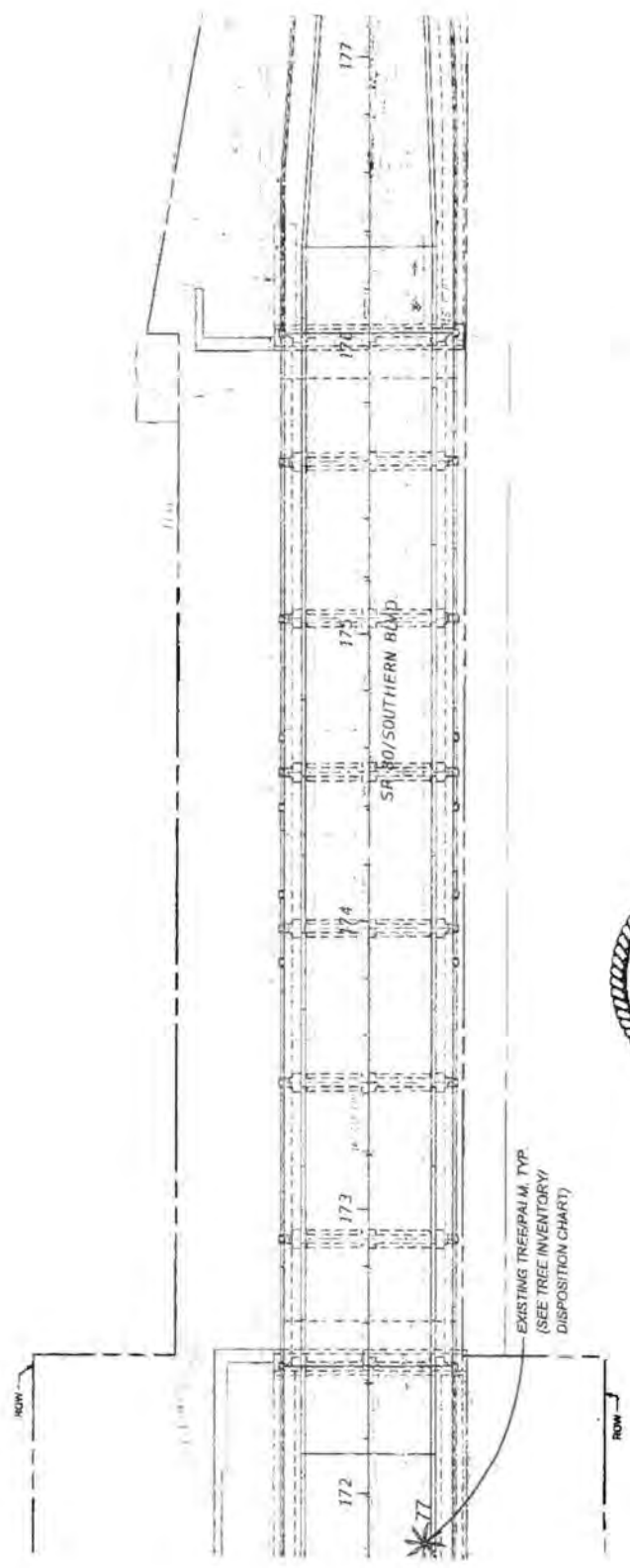
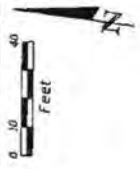
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DATE		DESCRIPTION		DIVISIONS		STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION						SHEET NO.
						ROAD NO.	COUNTY	FINANCIAL PROJECT ID				
						SR	RD	PALM BEACH	#19013 2 52-01			LD-13
Whitman Group, Inc. Certificate of Authorization 6809 State of Florida (A/C#) State Number: 667129 A/C# License Number: 667129 460 Columbia Drive, Suite 100 West Palm Beach, Fl. 33409												

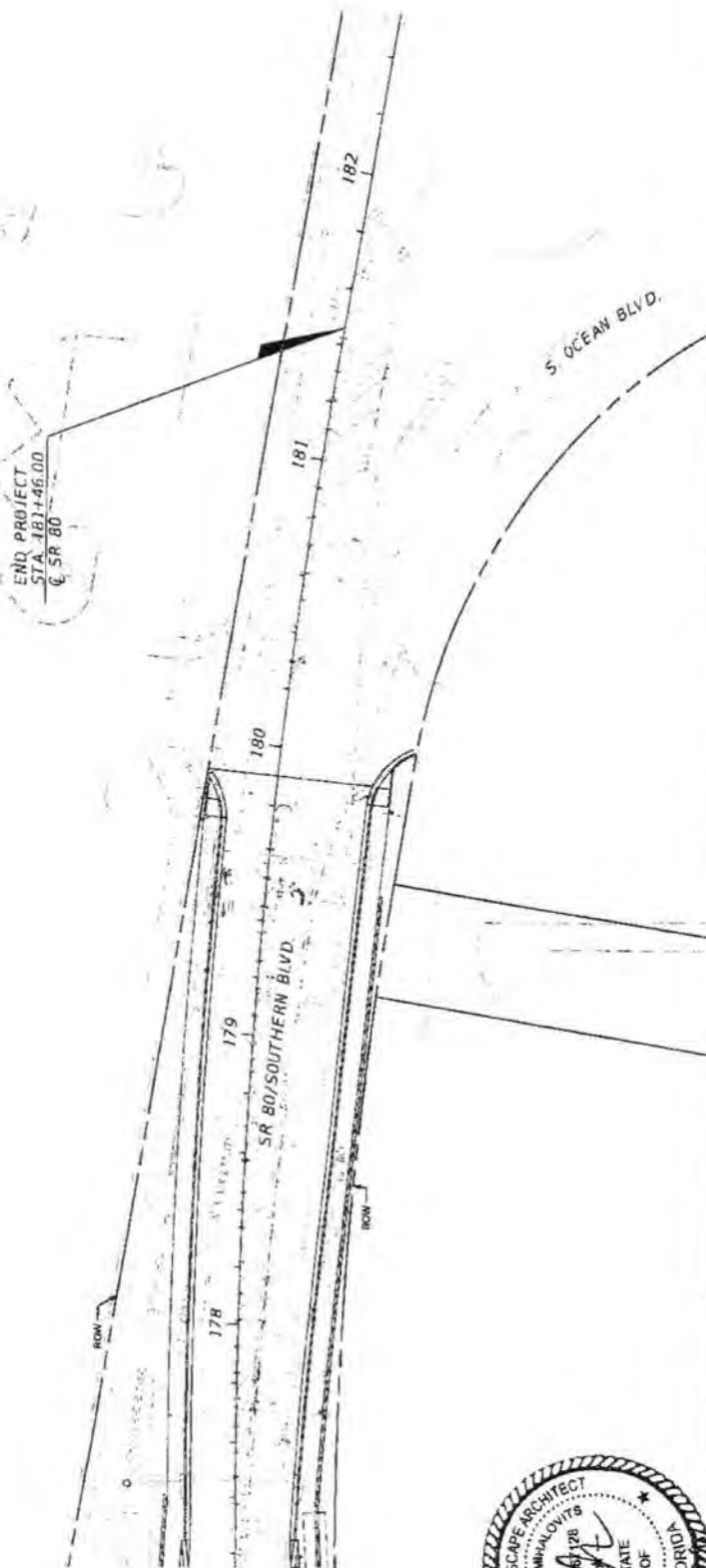


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Wadman Group, Inc. Certificate of Authorization 6081 LAOR: Jason L. Klabonitz, R.L.A. R.L.A. License Number 665728 12401 W. US Highway 1 West Palm Beach, FL 33409						TREE INVENTORY			

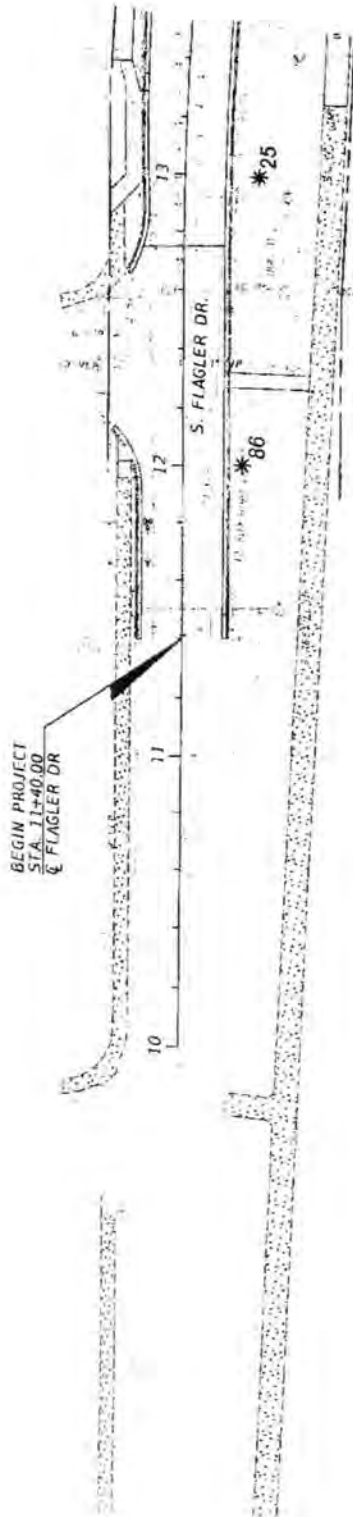


DATE		DESCRIPTION		REVISIONS		DATE		DESCRIPTION	
WARDMAN GROUP, INC. Certificate of Authorization 6091 LAW: Jason L. Minakovits, R.L.A. Landscape Architect 400 Cape Coral Pkwy., Suite 100 West Palm Beach, FL 33409				STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION ROAD NO. COUNTY SR 80 PALM BEACH		FINANCIAL PROJECT ID 415013-2-52-01		SHEET NO. LD-15	

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DATE	DESCRIPTION	NOTES	DATE	DESCRIPTION	STATE OF FLORIDA				SHEET NO.
					DEPARTMENT OF TRANSPORTATION		FINANCIAL PROJECT ID		
					ROAD NO.	COUNTY			TREE INVENTORY
					SR 810	PALM BEACH		410013-2-57-01	
					Wardman Group, Inc. Certificate of Incorporation 6091 LARRY JAMES L. WARDMAN, P.L.A. 400 Central Expressway West Palm Beach, FL 33409				
					LD-16				



DATE		REVISION		DATE		REVISION		DATE		REVISION		
DESCRIPTION		DESCRIPTION		DESCRIPTION		DESCRIPTION		DESCRIPTION		DESCRIPTION		
Wardman Group, Inc. Certificate of Authorization 6991 Jason L. Minamoto, R.L.A. R.L.A. License Number 6647228 480 Cambridge Drive, Suite 100 West Palm Beach, FL 33409				STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION ROAD NO. SR 80 COUNTY PALM BEACH FINANCIAL PROJECT ID 410013-J-52-01				TREE INVENTORY				SHEET NO. LD-17

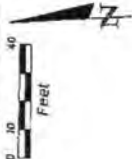
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END PROJECT
STA. 20+51.36
S. FLAGLER DR.



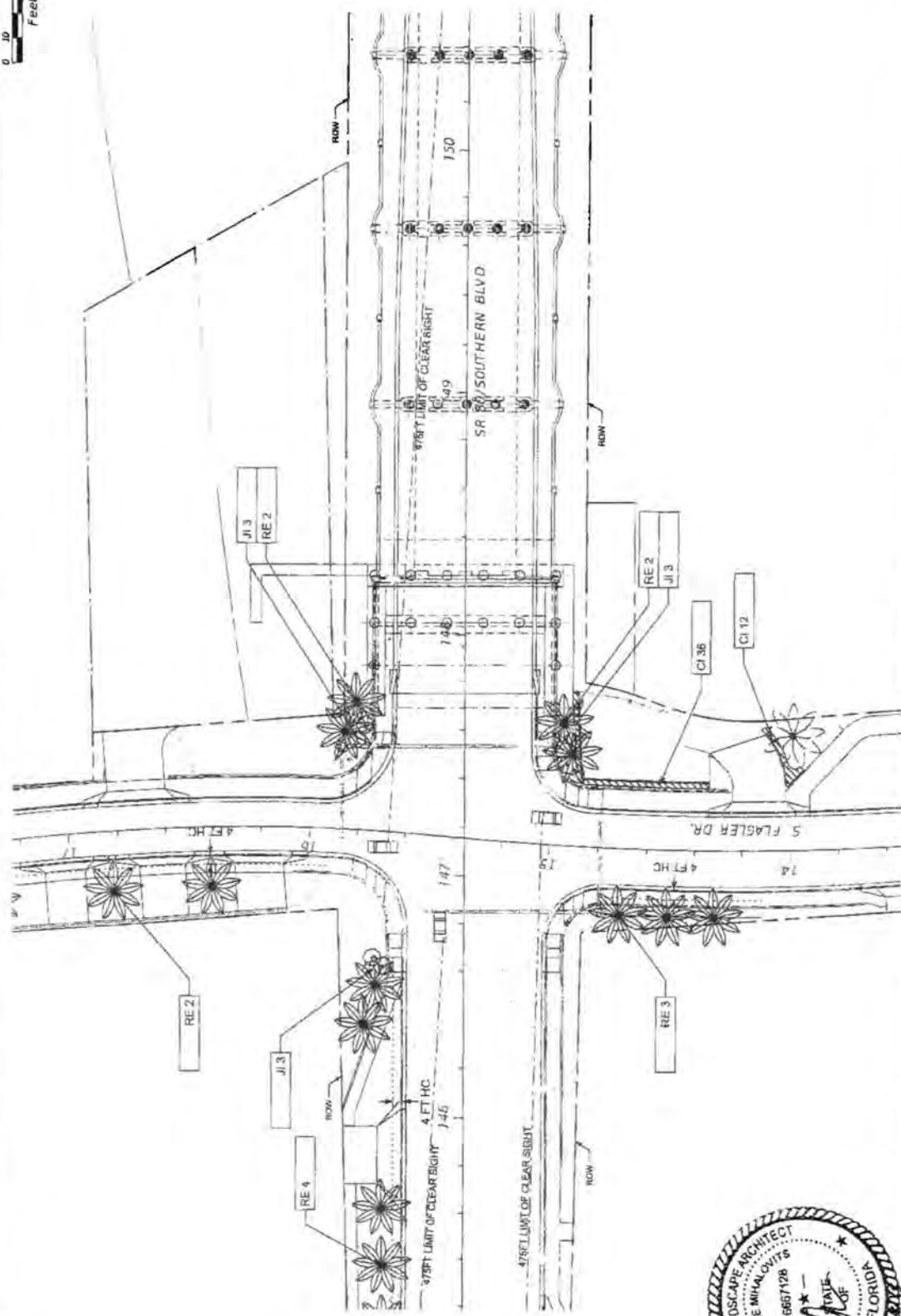
DATE		DESCRIPTION		REVISIONS		DATE		DESCRIPTION	
Wantman Group, Inc. Certificate of Authorization 6094 LACR, Jason L. Mihalovits, R.L.A. R.L.A. License Number 666728 460 Columbia Drive, Suite 303 West Palm Beach, FL 33409				ROAD NO. SR 90		COUNTY PALM BEACH		FINANCIAL PROJECT ID 418013-232-01	
STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION				TREE INVENTORY					
				SHEET NO.		LD-18			



BEGIN PROJECT
STA. 141+50.00
C. SR 80

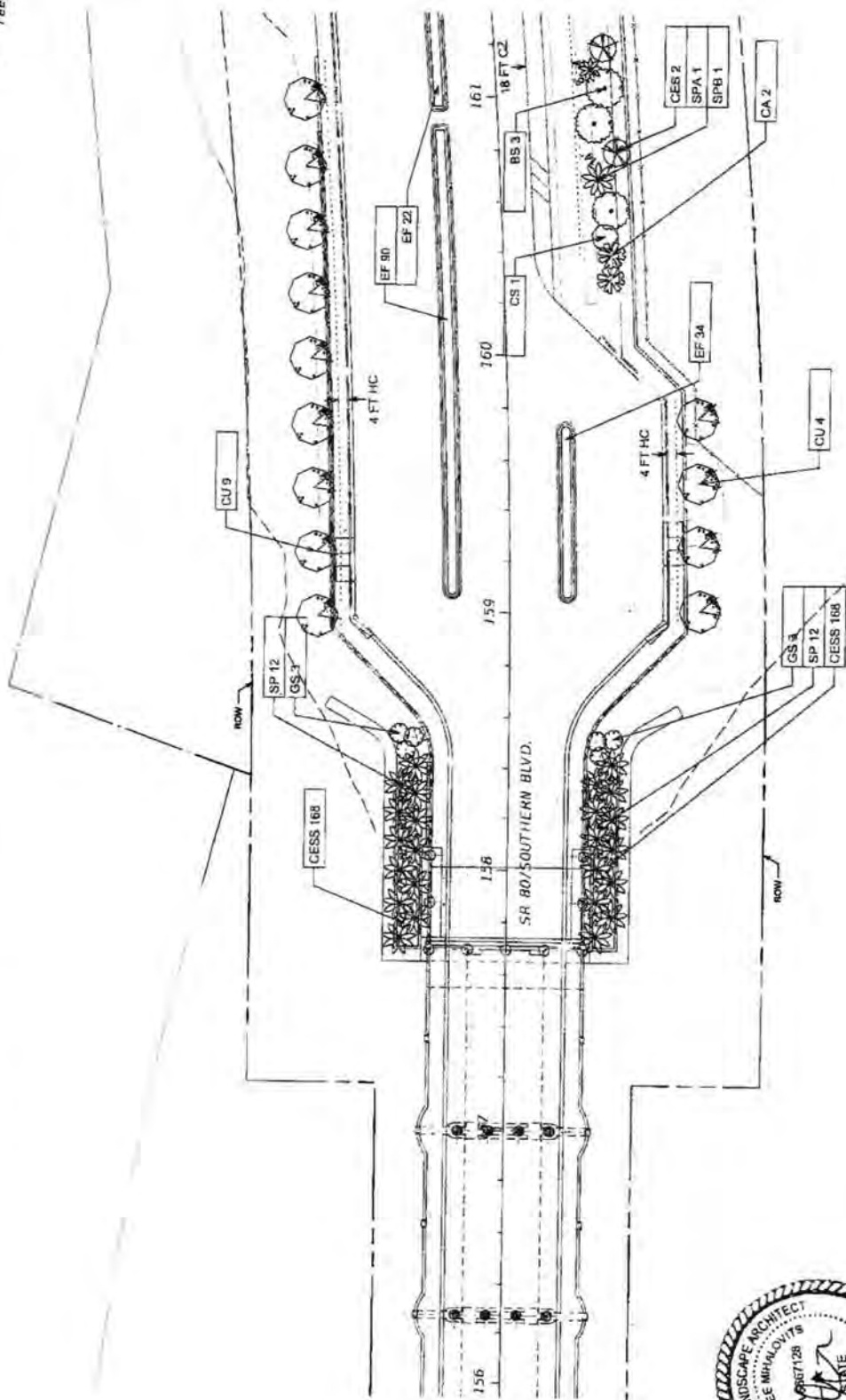


DATE		DESCRIPTION		REVISIONS		DATE	
Wankman Group, Inc. Certificate of Authorization 6591 Jason L. Minalevits, R.L.A. R.L.A. License Number 680128 10000 N. US Highway 1, Suite 100 West Palm Beach, FL 33405				STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION ROAD NO. SR 80 COUNTY PALM BEACH FINANCIAL PROJECT ID 419013-2-52-01		SHEET NO. LD-19	

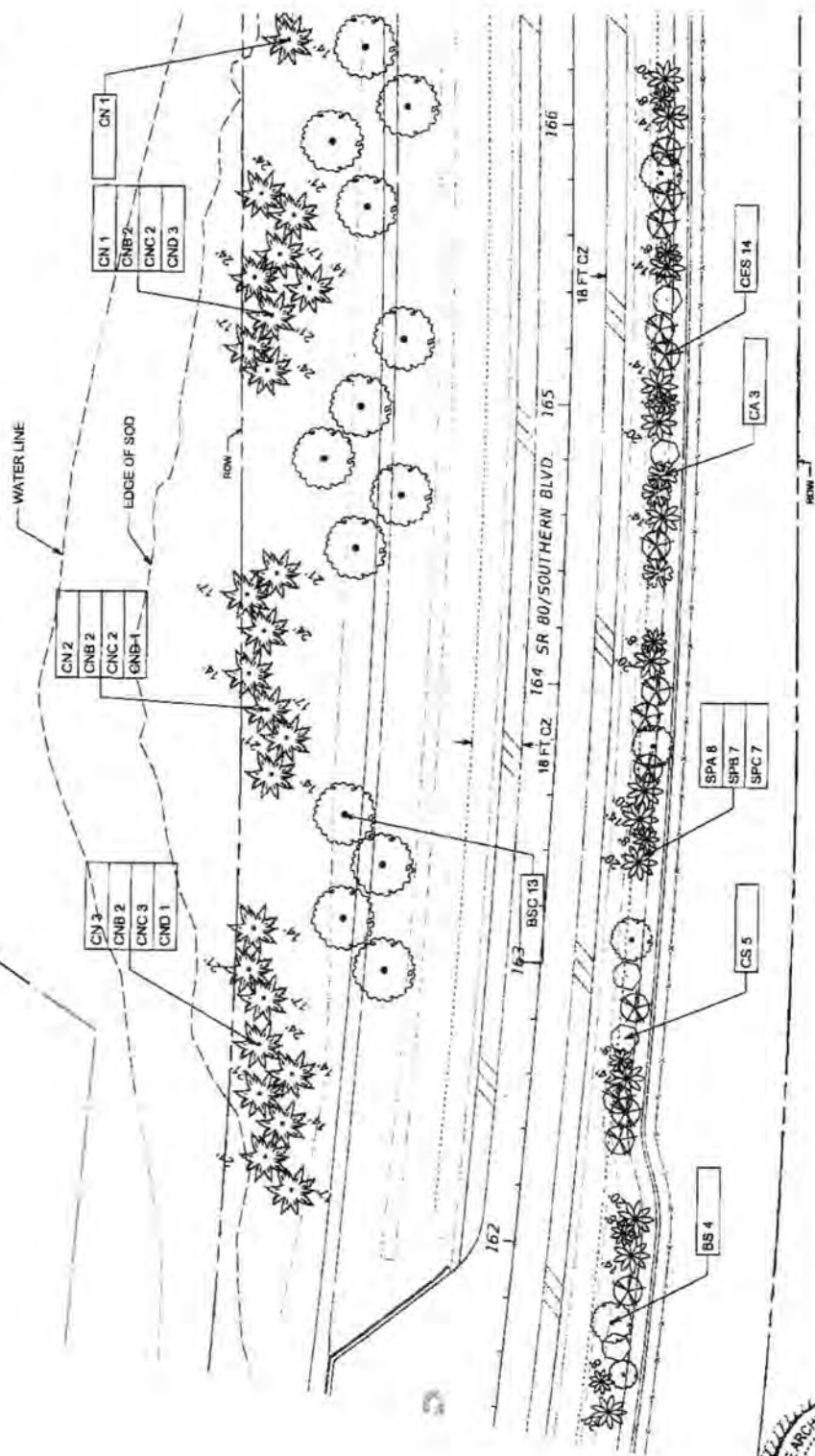


DATE		DESCRIPTION		REVISIONS		DATE			
Wardman Group, Inc. Certificate of Authorization 604 14001 JASON L. MIHALOVITS, R.L.A. 14001 JASON L. MIHALOVITS, R.L.A. 400 Columbia Drive, Suite 100 West Palm Beach, FL 33409				STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION ROAD NO. SR 80 COUNTY PALM BEACH FINANCIAL PROJECT ID 405013-2-32-01				SHEET NO. LD-20	

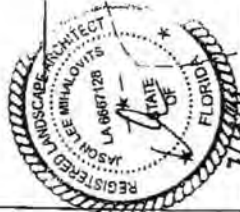
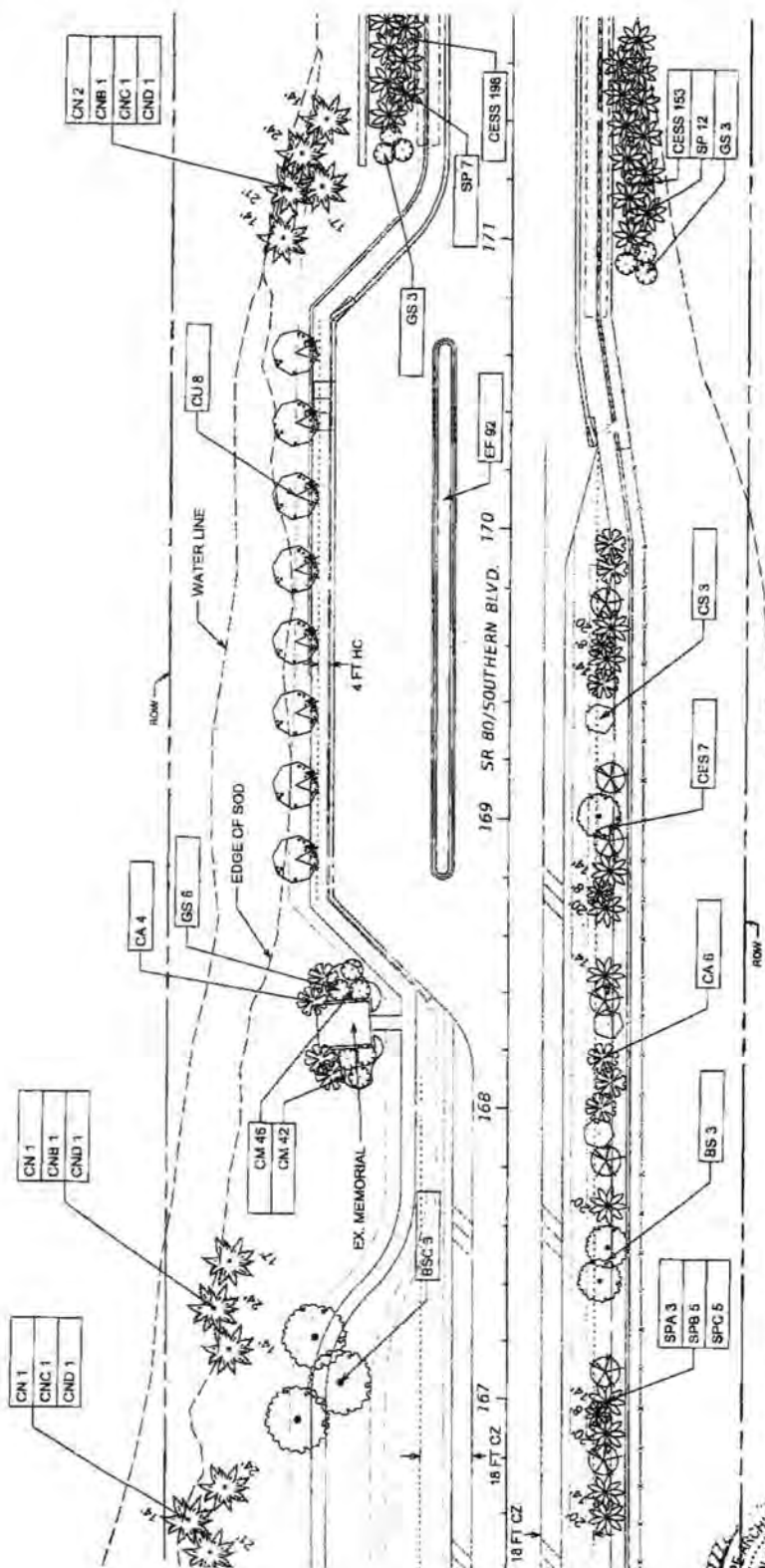
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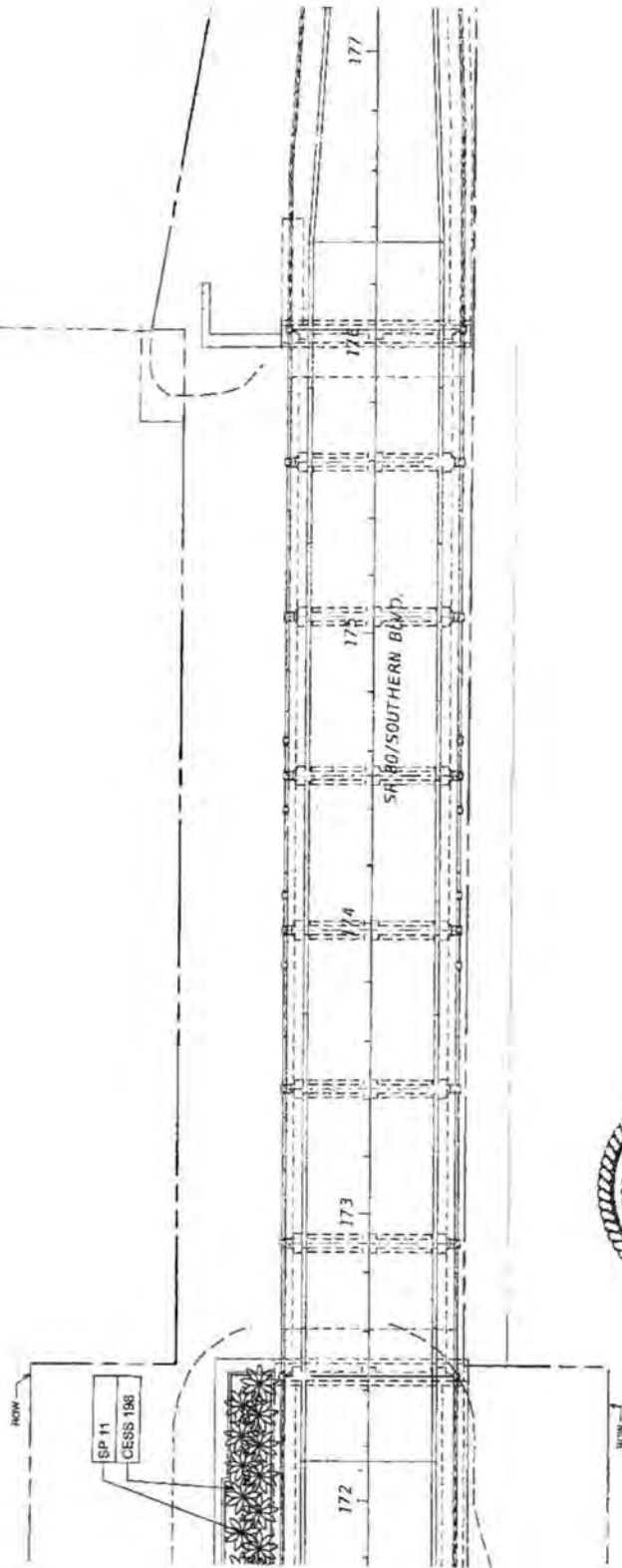
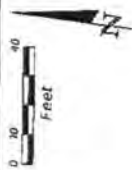
DATE	DESCRIPTION	REVISIONS	NOTE	DESCRIPTION	SHEET NO.						
				Wardman Group, Inc. Certificate of Authorization: 6881 LAOS: Jason L. Winkowski, R.L.A. R.L.A. License Number 686728 609 Columbia Drive, Suite 200 West Palm Beach, FL 33409 STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION <table><tr><td>ROAD NO.</td><td>COUNTY</td><td>FINANCIAL PROJECT ID</td></tr><tr><td>SR 80</td><td>PALM BEACH</td><td>419013-2-32 01</td></tr></table> LANDSCAPE PLAN	ROAD NO.	COUNTY	FINANCIAL PROJECT ID	SR 80	PALM BEACH	419013-2-32 01	LD-22
ROAD NO.	COUNTY	FINANCIAL PROJECT ID									
SR 80	PALM BEACH	419013-2-32 01									



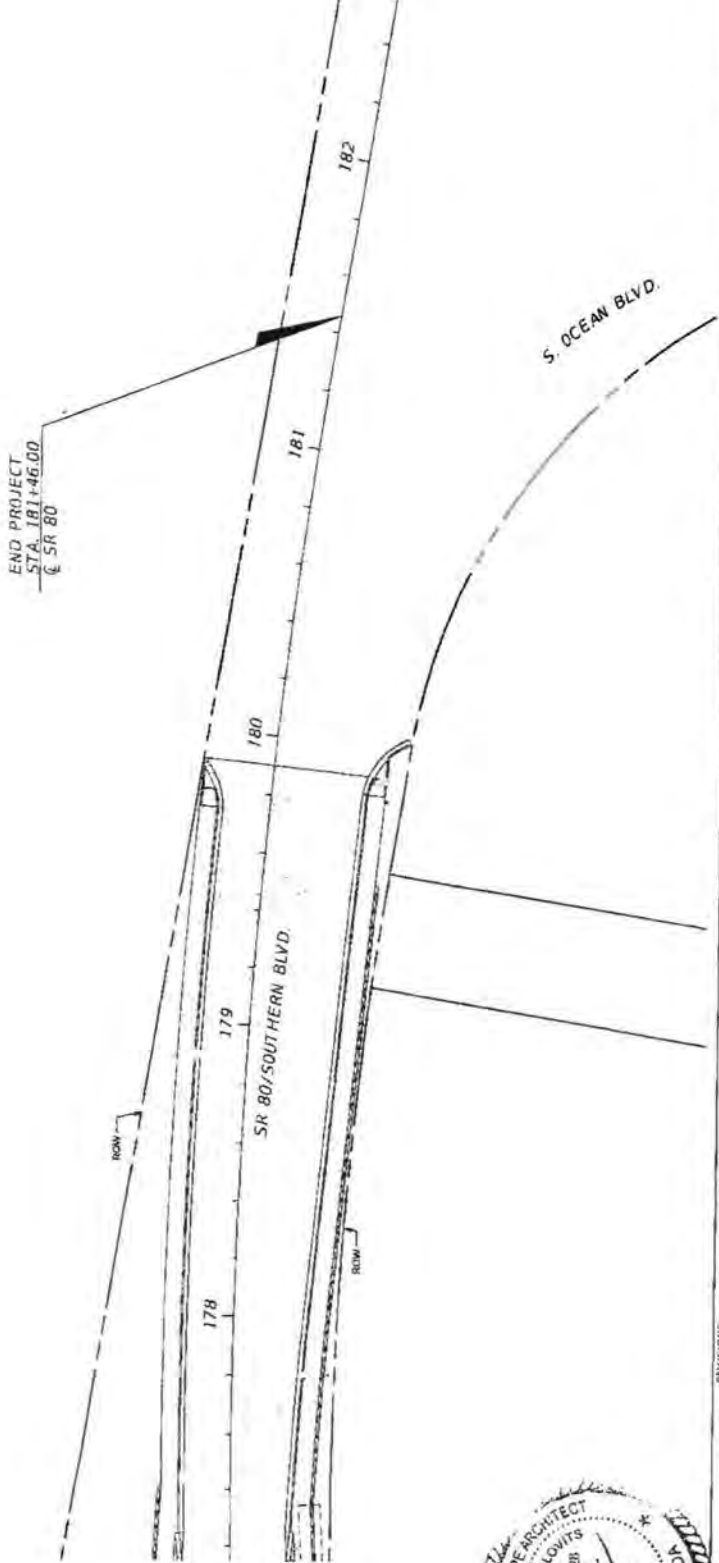
DATE: _____ DESCRIPTION: _____ REVISIONS: _____ DATE: _____		WANDMAN GROUP, INC. Certificate of Authorization 6991 JASON L. MIHALOVITS, R.L.A. R.L.A. License Number 6667128 10000 W. PALM BEACH BLVD., SUITE 300 WEST PALM BEACH, FL 33411		STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION ROAD NO. SR 80 COUNTY: PALM BEACH FINANCIAL PROJECT ID: 499013-2-52-01		SHEET NO. LD-23
LANDSCAPE PLAN						



DATE		DESCRIPTION		REVISIONS		DATE		DESCRIPTION	



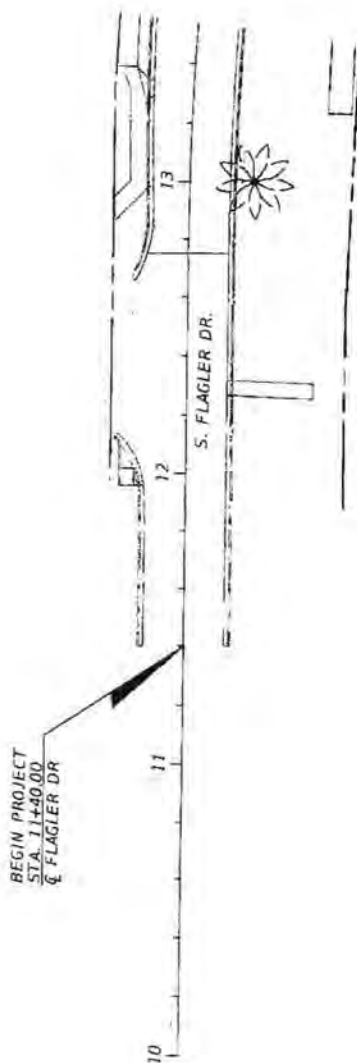
DATE		DESCRIPTION		REVISIONS		DATE		DESCRIPTION	
Wantman Group, Inc. Certificate of Authorization 8094 1408 Jason L. Mihalovits, R.L.A. R.L.A. License Number 6867128 490 Corporate Office, Suite 200 West Palm Beach, FL 33409									
STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION				FINANCIAL PROJECT ID 49013 2-52 01		PROJECT NO. 411137-02			
ROAD NO.		COUNTY		PROJECT NO.		SHEET NO.		SHEET TOTAL	
SR 80		PALM BEACH		49013 2-52 01		411137-02		LD-25	
LANDSCAPE PLAN									



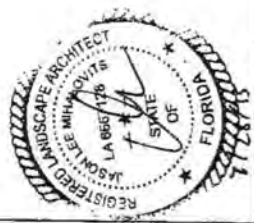
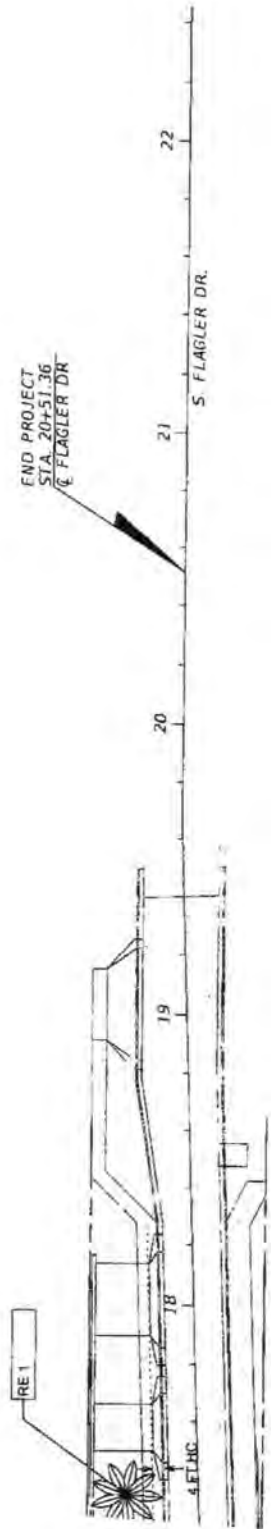
END PROJECT
STA. 181+46.00
@ SR 80



DATE		DESCRIPTION		REVISIONS		DATE		DESCRIPTION	
Wandman Group, Inc. Certificate of Authorization 6091 Landscape Architect, R.L.A. 400 Gumbo Drive, Suite 100 West Palm Beach, FL 33409									
ROAD NO.		COUNTY		FINANCIAL PROJECT ID		SHEET NO.			
SR 80		PALM BEACH		40013-2-53-01		LD-26			
STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION									
LANDSCAPE PLAN									

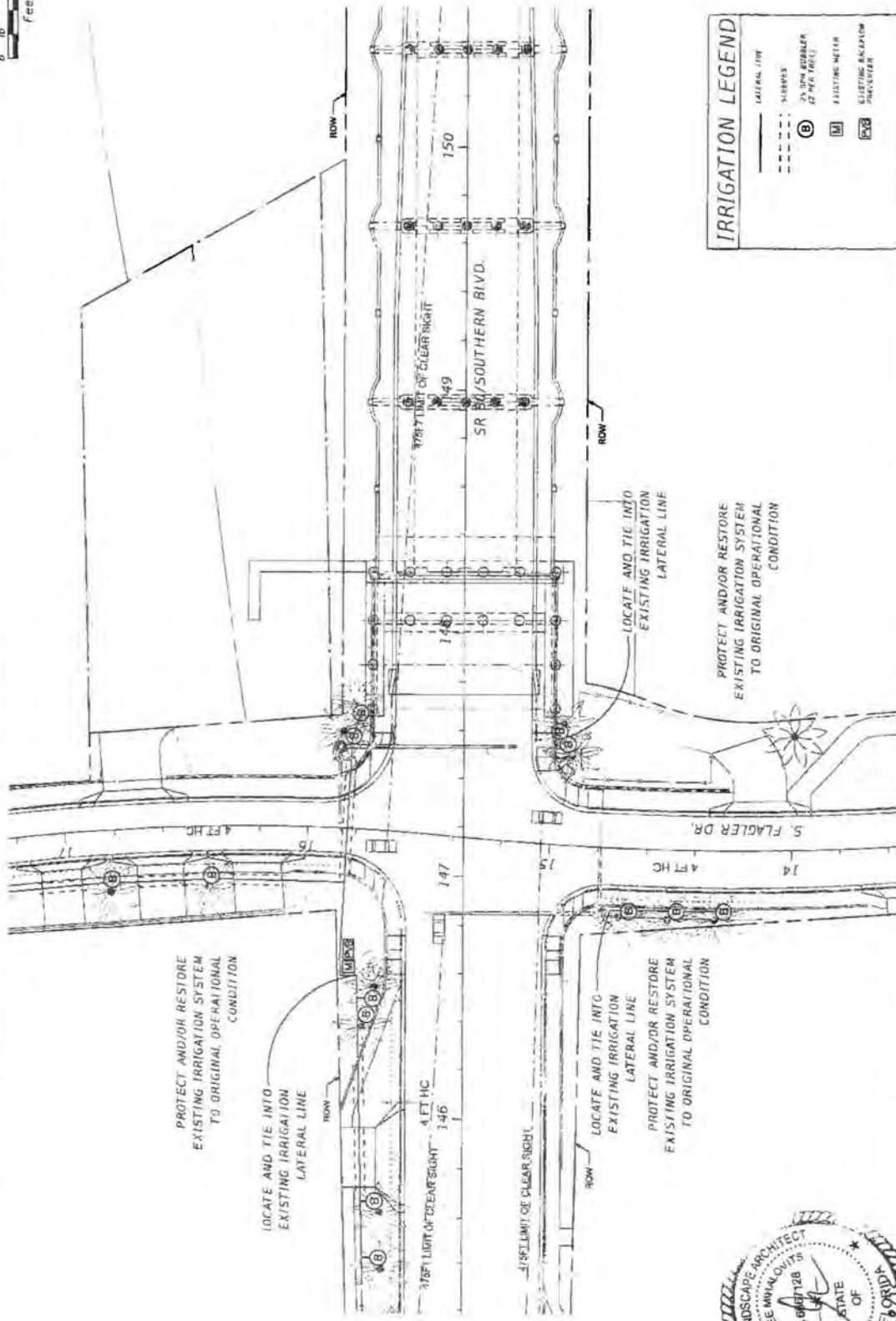
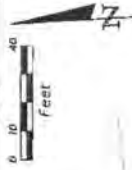


REVIEWS		DESCRIPTION		DATE	
Wahman Group, Inc. Certificate of Authorization 8091 CADD: Jason L. Wahman, R.I.A. CADD License Number: 688728 RAS Consulting Group, Suite 100 West Palm Beach, FL 33409					
STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION					
ROAD NO.		COUNTY	FINANCIAL PROJECT ID		
SR 80		PALM BEACH	418013-2-52 (0)		
LANDSCAPE PLAN					
SHEET NO. 1D-27					



DATE		REVISIONS		DESCRIPTION		STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION ROAD NO. SR 80 COUNTY PALM BEACH PROJECT ID 410013-2-52-01 PROJECT NAME		SHEET NO. LD-28
Warman Group, Inc. Certificate of Authorization 6091 14000 Jason L. Minshew, A.L.A. A.L.A. License Number 6487168 1000 Columbia Street, Suite 100 West Palm Beach, FL 33409						10/20/2013 10/20/2013		

NOTICE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE SIGNED AND SEALED UNDER RULE 61.00(1)(b), F.A.C.



IRRIGATION LEGEND

- LATERAL LINE
- VALVE
- 2" GPM RISER, 12" W.P. TEE
- 1" GPM RISER, 12" W.P. TEE
- EXISTING METER
- EXISTING BACKFLOW PREVENTER



DATE	DESCRIPTION	REVISIONS

Wardman Group, Inc.
 Certificate of Authorization #2091
 LAOR Jason L. Whitaker, R.L.A.
 R.L.A. License Number: 066728
 400 Columbia Drive, Suite 300
 West Palm Beach, FL 33408

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 80	PALM BEACH	40018-2-52-01

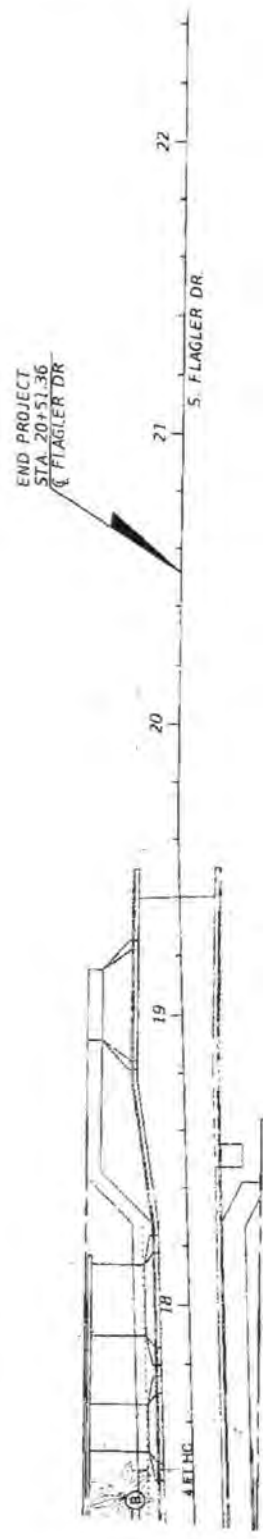
STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

CONCEPTUAL IRRIGATION PLAN

SHEET NO. LD-30

4.12.03 PM 3.31.2013 11:40AM 2013 11:40AM 11:40AM 11:40AM

NOTICE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE SIGNED AND SEALED UNDER RULE 6109-101, F.A.C.



IRRIGATION LEGEND

- WATER LINE
- - - SILEVEL
- (B) 2" LOW PRESSURE 12 PSI TAPER
- (M) 4" 1500 PSI TAPER
- (V) 4" 1500 PSI TAPER
- (P) 4" 1500 PSI TAPER



DATE		DESCRIPTION		REVISIONS		DATE		DESCRIPTION	
Wanman Group, Inc. Certificate of Authorization 6861 Landscape Architect, P.L.A. 800 Columbia Drive, Suite 110 West Palm Beach, FL 33409									
ROAD NO.		COUNTY		FINANCIAL PROJECT ID		STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			
SR 80		PALM BEACH		48013-253-01					
						SHEET NO.		LD-31	

4/12/25 PM 4:12 PM 4/12/25 PM 4:12 PM 4/12/25 PM 4:12 PM

TRAFFIC CONTROL GENERAL NOTES

1. REGULATORY SPEED ESTABLISHED WITHIN WORK ZONE TRAVEL WAYS SHALL BE 35 M.P.H. ALONG SR 80 (SOUTHERN RIVOLI), 30 M.P.H. ALONG THE SOUTH LEG OF FLAGLER DR AND 20 M.P.H. ALONG THE NORTH LEG OF FLAGLER DR.
2. THE CONTRACTOR WILL MAINTAIN ONE LANE OF TRAFFIC IN EACH DIRECTION AND TURN LANES AT ALL TIMES. ALL CONSTRUCTION ACTIVITIES SHALL BE IN ACCORDANCE WITH INDEX NUMBERS 801 AND 802.
3. TO ENSURE VEHICULAR TRAVEL ACROSS THE BRIDGE IS NOT DISRUPTED, THE CONTRACTOR WILL NOT BE PERMITTED TO WORK AT ALL DURING TIMES OF SCHEDULED SERVICES AT ST. CATHARINE'S GREEK ORTHODOX CHURCH. THE SCHEDULED SERVICES INCLUDE ONE HOUR BEFORE AND ONE HOUR AFTER SCHEDULED SERVICES, AS WELL AS THE CHURCH SERVICES. THE CHURCH SERVICES ARE TYPICALLY HELD ANNUALLY FOR THREE DAYS IN THE LAST WEEK OF FEBRUARY. THE CONTRACTOR MUST CONTACT THE CHURCH PRIOR TO THE BEGINNING OF CONSTRUCTION. THE CHURCH IS (361) 833-6182.
4. CONSTRUCTION WORK IS PROHIBITED ON THE DAY OF THE MARATHON OF THE PALM BEACHES. THIS EVENT IS TYPICALLY HELD ON A SUNDAY IN DECEMBER. THE CONTRACTOR WILL COORDINATE WITH THE CHAIRMAN OF COMMERCIAL OF THE PALM BEACHES AS WELL AS THE CITY OF WEST PALM BEACH AND THE TOWN OF PALM BEACH TO ASSURE THAT NO CONSTRUCTION ACTIVITIES DISRUPT THIS COMMUNITY EVENT.



DATE		REVISIONS		DESCRIPTION		DATE		DESCRIPTION	
ANTHONY J. MAHLEV, P.E. P.E. LICENSE NUMBER 79858 URS CORPORATION SOUTHERN 1800 COMMERCE AVENUE, SUITE 200 FORT WORTH, TEXAS 76102 CERTIFICATE OF AUTHORIZATION #B 00056002				STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION ROAD NO. COUNTY SR 80 PALM BEACH				FINANCIAL PROJECT ID #10013-2-52-01	
PROJECT NO. 41726-74 10/1/2015								SHEET NO. LD-32	

TRAFFIC CONTROL NOTES

SECTION No.:	93120
FM No. (s):	491013-2-52-01
COUNTY:	PALM BEACH
S.R. No.:	80

EXHIBIT C

MAINTENANCE PLAN FOR LANDSCAPE IMPROVEMENTS

This Exhibit forms an integral part of the DISTRICT FOUR (4) LANDSCAPE MAINTENANCE MEMORANDUM OF AGREEMENT between the State of Florida, Department of Transportation and the AGENCY.

Please see attached

MAINTENANCE PLAN LANDSCAPE IMPROVEMENTS

Project State Road No.:	80 (Southern Boulevard)
Maintenance Limits:	from Washington Road (M.P. 21.165) to State Road A1A (South Ocean Boulevard (M.P. 21.922))
FM No(s):	419013-2-52-01
Maintaining Agency:	City of West Palm Beach
RLA of Record:	Jason L. Mihalovits
Date:	May 20, 2015

I. GENERAL MAINTENANCE REQUIREMENTS AND RECOMMENDATIONS:

The purpose of a plan for the landscape improvements maintenance practices is to allow the plant material on your project to thrive in a safe and vigorous manner while fulfilling their intended purpose and conserving our natural resources. Plantings and all other landscape improvements shall be maintained to avoid potential roadway hazards and to provide required clear visibility, accessibility, clearance, and setbacks as set forth by Florida Department of Transportation (FDOT) governing standards and specifications: *FDOT Design Standards*, *FDOT Plans Preparation Manual Vol. I, Chapter 2.11* and *FDOT Standard Specifications for Road and Bridge Construction*, as amended by contract documents, and all other requirements set forth by the District 4 Operations Maintenance Engineer. The initial portion of the Maintenance Plan describes general maintenance requirements and recommendations. **The concluding section provides recommendations prepared by the Registered Landscape Architect of Record specific to the attached approved plans.**

WATERING REQUIREMENTS

Watering is a critical concern for not only the maintenance of healthy plant material but also for observing water conservation practices. The amount of water to apply at any one time varies with the weather, drainage conditions and water holding capacity of the soil. For plant materials that have been established, it is imperative that any mandated water restrictions be fully conformed to on FDOT roadways.

Proper watering techniques should provide even and thorough water dispersal to wet the entire root zone, but not saturate the soil or over-spray onto travel lanes.

IRRIGATION SYSTEM

The Agency shall ensure there are no roadway overspray or irrigation activities during daytime hours (most notably "rush hour" traffic periods). It is imperative the irrigation controller is properly set to run early enough that the watering process will be entirely completed before high traffic periods, while adhering to mandated water restrictions. To ensure water conservation, the Agency shall monitor the system for water leaks and the rain sensors to ensure they are functioning properly so that the system shuts down when there is sufficient rainfall.

INTEGRATED PLANT MANAGEMENT

An assessment of each planting area's soil is recommended to periodically determine the nutrient levels needed to sustain healthy, vigorous plant growth.

Palms, shrubs, trees and turf areas shall be fertilized in such a manner and frequency to ensure that the plant material remains healthy and vigorously growing. Please be alert to changes in fertilization types per University of Florida, Institute of Food and Agricultural Services (I.F.A.S.) recommendations. Establishment of an integrated pest management program is encouraged to ensure healthy plants, which are free of disease and pests.

MULCHING

Mulch planting beds in such a manner as to prevent weed growth, retain moisture to the plants, protect against soil erosion and nutrient loss, maintain a more uniform soil temperature, and improve the appearance of the planting beds. Avoid mulch mounded up on the trunks of trees, palms, and the base of shrubs to encourage air movement in this area which aids in lowering disease susceptibility. Cypress mulch is prohibited on state right of way.

PRUNING

All pruning, and the associated safety criteria, shall be performed according to American National Standard Institute (ANSI) A300 standards and shall be supervised by an International Society of Arboriculture (ISA) Certified Arborist. Pruning shall be carried out with the health and natural growth of plant materials in mind, to specific pruning heights maintaining clear visibility for motorists, and provide vertical clearance for pedestrian, bicyclist, and truck traffic where applicable. Visibility windows must be maintained free of view obstructions, and all trees and palms must be maintained to prevent potential roadway and pedestrian hazards, all palms are to be kept fruit free. The specific pruning heights are determined by understanding the designer's intent when selecting and placing the plants. The intended mature maintained height and spread of plants are noted on the plans (See Exhibit B.) and see Part II. Specific Requirements and Recommendations for guidelines. The understory plant materials selected for use within the restricted planting areas (Limits of Clear Sight) are to be maintained at a height in compliance with *FDOT Design Standards* Index 546; Page 6 of 6, Window Detail. Vertical tree heights must meet *FDOT Maintenance Rating Program* (MRP) standards.

STAKING AND GUYING

All staking materials, except for replacements, are to be removed by the completion of FDOT warranty period or at one year (whichever comes first). Any subsequent staking and guying activities by the Agency must adhere to *FDOT Design Standards* guidelines (See Index 544). The Agency shall closely monitor staking and guying attachment materials so that they are securely fastened to avoid potential roadway hazards.

TURF MOWING:

All grassed areas are to be mowed and trimmed with sufficient frequency to maintain a deep, healthy root system while providing a neat and clean appearance to the urban landscape. All turf efforts, mowing, curb/sidewalk edging and turf condition, must at a minimum, meet *FDOT Maintenance Rating Program* (MRP).

LITTER CONTROL:

The project site shall remain as litter free as practicable. It is recommended to recycle this litter to avoid unnecessary waste by its reuse. Litter removal efforts must meet *FDOT Maintenance Rating Program (MRP)* standards.

WEEDING/HERBICIDE

All planting areas shall be maintained as weed free as practicable by enlisting integrated pest management practices in areas specified on the plans and maintaining proper mulch levels. Extreme care is recommended when using a chemical herbicide to avoid overspray onto plant materials. It is the applicator's responsibility to restore any damage, resulting from overspray to the plantings, per the approved plans.

PLANT REPLACEMENT

Plant replacement shall be the same species and specification as the approved plan. Move and replace all plant materials that may conflict with utility relocations and service. Only plants graded Florida #1 or better, per the *Florida Department of Agriculture and Consumer Services, Grades and Standards for Nursery Plants* are permitted on FDOT roadways. Should it become necessary to change the species, a permit is required from FDOT for approval by the FDOT District Landscape Architect.

HARDSCAPE (SPECIALTY SURFACING)

All tree grates and specialty surfacing (if applicable) shall be maintained in such a manner as to prevent any potential tripping hazards and protect damage to the pavers and tree grates. Final surface tolerance from grade elevations shall, at a minimum, meet the most current *Interlocking Concrete Pavement Institute (ICPI), Guide Specifications for Pavers on an Aggregate Base, Section 23 14 13 Interlocking Concrete Pavers, Part 3.05*. If the specialty surfacing or tree grates become damaged, they shall be replaced with the same type and specification as the approved plan.

HARDSCAPE (NON-STANDARD) TRAVELWAY SURFACING

It shall be the responsibility of the AGENCY to restore an unacceptable ride condition of the roadway, including asphalt pavement (if applicable), caused or contributed by the installation or failure of non-standard surfacing, and/or the header curb, on the Department of Transportation right of way within the limits of this Agreement. Pavement restoration areas or "patches" will have a minimum length of 10-ft, measured from the edge of the header curb, and a width to cover full lanes for each lane affected by the restoration.

Pavement restoration will be performed in accordance with the most current edition of the *FDOT Standard Specifications for Road and Bridge Construction*, and the *FDOT Design Standards for Design, Construction, Maintenance and Utility Operations on the State Highway System*.

It shall be the responsibility of the AGENCY to maintain all signs located within a non-standard surfacing area. Such maintenance to be provided by the AGENCY shall include repair and replacement of the sign panel, post, and base.

HARDSCAPE (LANDSCAPE ACCENT LIGHTING)

Landscape accent lighting shall be maintained in such a manner as to prolong the life of the lighting fixture and prevent potential safety hazards. If the lighting fixtures and their system become damaged, they shall be replaced with the same type and specification as the approved plan. Landscape lighting shall meet requirements for the sea turtle nesting and hatching.

MAINTENANCE OF TRAFFIC CONTROL

Reference the FDOT website regarding the selection of the proper traffic control requirements to be provided during routine maintenance and / or new installations of this DOT roadway.

VEGETATION MANAGEMENT AT OUTDOOR ADVERTISING (ODA)

To avoid conflicts with permitted outdoor advertising, please reference the State of Florida website regarding the vegetation management of outdoor advertising. This website provides a portal to search the FDOT Outdoor Advertising Inventory Management System Database. The database contains an inventory of outdoor advertising structures, permits and other related information maintained by the Department.

Also, reference the *Florida Highway Beautification Program* website link for "*Vegetation Management at ODA signs*" "Florida Statutes" and "Florida Administrative Code" related to vegetation management at outdoor advertising sign, permit applications for vegetation management and determining mitigation value of roadside vegetation.

II. SPECIFIC PROJECT SITE MAINTENANCE REQUIREMENTS AND RECOMMENDATIONS

Maintain shrubs within parking lot median to provide an unobstructed view of vehicles along Southern Blvd. Prune lower canopy of Gumbo Limbo trees on the north side of Bingham Island to maintain scenic view of the water.

REFERENCES

This reference list is provided as a courtesy. The list may not contain the most current websites. The most current references must be accessed for up to date information.

Accessible Sidewalk (ADA)

<http://www.access-board.gov/guidelines-and-standards/streets-sidewalks>

Americans with Disabilities Act (ADA) (ADAAG)

http://www.ada.gov/2010ADASTandards_index.htm

American National Standard Institute, ANSI A300, (Part 1) for Tree Care Operations – Trees, Shrub, and Other Woody Plant Maintenance – Standard Practices (Pruning), available for purchase

<http://webstore.ansi.org>

Florida Department of Agriculture and Consumer Services, Division of Plant Industry, Florida Grades and Standards for Nursery Plants

<http://www.freshfromflorida.com/Divisions-Offices/Plant-Industry/Bureaus-and-Services/Bureau-of-Plant-and-Apiary-Inspection/Plant-Inspection#pubs>

Florida Department of Community Affairs (DCA), Florida Board of Building Codes & Standards, 2010 Florida Building Code, Chapter 11 Florida Accessibility Code for Building Construction Part A

http://www2.iccsafe.org/states/florida_codes/

Florida Department of Transportation, FDOT Design Standards for Design, Construction, Maintenance and Utility Operations on the State Highway System, Index 544 Landscape Installation

<http://www.dot.state.fl.us/rddesign/DS/15/IDx/00544.pdf>

Florida Department of Transportation, FDOT Design Standards for Design, Construction, Maintenance and Utility Operations on the State Highway System, Index 546 Sight Distance at Intersections

<http://www.dot.state.fl.us/rddesign/DS/15/IDx/00546.pdf>

Florida Department of Transportation, FDOT Design Standards for Design, Construction, Maintenance and Utility Operations on the State Highway System, Index 600 Traffic Control through Work Zones

<http://www.dot.state.fl.us/rddesign/DS/15/IDx/00600.pdf>

Florida Department of Transportation, FDOT Design Standards for Design, Construction, Maintenance and Utility Operations on the State Highway System, Index 700 Roadside Offsets

<http://www.dot.state.fl.us/rddesign/DS/15/IDx/00700.pdf>

Florida Department of Transportation, FDOT Plans Preparation Manual (PPM) Vol. I Chapter 2.11 Lateral Offset

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Table 2.11.5 Lateral Offset Clearance to Trees

Table 2.11.11 Recoverable Terrain

<http://www.dot.state.fl.us/rddesign/PPMManual/2014PPM.shtm>

Florida Department of Transportation, *FDOT Standard Specifications for Road and Bridge Construction, Section 580 Landscape Installation*

<http://www.dot.state.fl.us/specificationsoffice/Maintenance/Jul14/Files/SS5800000.doc>

<http://www.dot.state.fl.us/specificationsoffice/Implemented/Workbooks/JulWorkbook2014/Files/SP5800000FA.pdf>

Florida Department of Transportation, Landscape Architecture Website
www.MyFloridaBeautiful.com

Florida Department of Transportation, *Maintenance Rating Program Handbook*

<http://www.dot.state.fl.us/statemaintenanceoffice/MaintRatingProgram.shtm>

Florida Department of Transportation Outdoor Advertising Database

<http://www2.dot.state.fl.us/rightofway/>

Florida Exotic Pest Plant Council Invasive Plant Lists

<http://www.fleppc.org/list/list.htm>

Florida Irrigation Society

<http://www.fisstate.org>

Florida Power and Light (FPL), *Plant the Right Tree in the Right Place*

http://www.fpl.com/residential/trees/right_tree_right_place.shtml

A Guide to Roadside Vegetation Management

[http://www.dot.state.fl.us/statemaintenanceoffice/DOT%20Final%20\(3\)Turf%20Management%20Guide%20UF.pdf](http://www.dot.state.fl.us/statemaintenanceoffice/DOT%20Final%20(3)Turf%20Management%20Guide%20UF.pdf)

Interlocking Concrete Pavement Institute (ICPI)

<http://www.icpi.org/>

International Society of Arboriculture (ISA)

www.isa-arbor.com

UF IFAS: *Selecting Tropical and Subtropical Tree Species for Wind Resistance*

<http://edis.ifas.ufl.edu/pdf/FR/FR17500.pdf>

UF IFAS: *Fertilization of Field-grown and Landscape Palms in Florida*

<http://edis.ifas.ufl.edu/ep261>

U.S. Department of Transportation, Federal Highway Administration, *Manual on Uniform Traffic Control Devices*

<http://www.mutcd.fhwa.dot.gov>

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SECTION No.:	93120
FM No. (s):	491013-2-52-01
COUNTY:	PALM BEACH
S.R. No.:	80

EXHIBIT D

APPROXIMATE COST FOR LANDSCAPE IMPROVEMENTS

This Exhibit forms an integral part of the DISTRICT FOUR (4) LANDSCAPE MAINTENANCE MEMORANDUM OF AGREEMENT between the State of Florida, Department of Transportation and the AGENCY.

\$486,789.47

* Amounts are approximate

**OPINION OF CONSTRUCTION COST
TOWN OF PALM BEACH MAINTENANCE LIMITS**

Date: 20-May-15
State Road: SR 80
Local Name: Southern Blvd
Description: Landscape Improvements
Phase: Constructability
FPID#: 419013-2-52-01

SYM	DESCRIPTION	SPECIFICATION	UNIT	QTY	UNIT PRICE MAT. & LAB	SUB-TOTAL
	MOBILIZATION (10%)		LS	1.0	\$39,288.90	\$39,288.90
	MAINTENANCE OF TRAFFIC (8%)		LS	1.0	\$31,431.12	\$31,431.12
	SMALL PLANTS					
CES	CONOCARPUS ERECTUS 'SERCIEUS'	3 GAL, 18 IN HT X 12 IN SPR.	EA	885	\$12.00	\$10,620.00
CM	CARISSA MACROCARPA 'EMERALD BLANKET'	3 GAL, 18 IN HT X 18 IN SPR.	EA	88	\$11.25	\$990.00
EF	EUGENIA PORTIDA	3 GAL, 18 IN HT X 18 IN SPR.	EA	238	\$18.00	\$4,284.00
	LARGE PLANTS					
BS	BURSERIA SIMARUBA	3 IN CAL MIN, 14 FT HT X 8 FT SPR.	EA	10	\$330.00	\$3,300.00
BSC	BURSERIA SIMARUBA	10 IN CAL MIN, 20 FT HT X 20 FT SPR, CLT	EA	16	\$9,000.00	\$144,000.00
CA	COCOTHRINAX ARGENTATA	25 GAL MIN, 4 FT HT	EA	15	\$675.00	\$10,125.00
CES	CONOCARPUS ERECTUS 'SERCIEUS'	45 GAL MIN, 8 FT HT X 6 FT SPR., STD	EA	23	\$450.00	\$10,350.00
CN	COCOS NUCIFERA 'MAYPAN'	FG, 14 FT CT	EA	11	\$2,100.00	\$23,100.00
CNB	COCOS NUCIFERA 'MAYPAN'	FG, 17 FT CT	EA	8	\$2,550.00	\$20,400.00
CNC	COCOS NUCIFERA 'MAYPAN'	FG, 21 FT CT	EA	9	\$3,150.00	\$28,350.00
CND	COCOS NUCIFERA 'MAYPAN'	FG, 24 FT CT	EA	8	\$3,600.00	\$28,800.00
CS	CORDIA SEBESTENA	7 FT HT X 5 FT SPR, STD.	EA	9	\$240.00	\$2,160.00
CU	COCOLOBA UVIFERA	12 FT HT X 6 FT SPR, STD	EA	21	\$315.00	\$6,615.00
GS	GUAIACUM SANCTUM	100 GAL MIN, 10 FT HT X 6 FT SPR., STD.	EA	18	\$3,000.00	\$54,000.00
SPA	SABAL PALMETTO	8 FT CT, SLICK TRUNK, RR	EA	12	\$405.00	\$4,860.00
SPB	SABAL PALMETTO	14 FT CT, SLICK TRUNK, RR	EA	13	\$525.00	\$6,825.00
SPC	SABAL PALMETTO	20 FT CT, SLICK TRUNK, RR	EA	12	\$615.00	\$7,380.00
SP	SABAL PALMETTO	16 FT CT, ROOTED TRUNK, RR	EA	54	\$495.00	\$26,730.00
	CONTINGENCY (5%)		LS	1.0	\$23,180.45	\$23,180.45
	SUBTOTAL CONSTRUCTION					\$486,789.47

TOWN OF PALM BEACH

Information for Town Council Meeting on: November 10, 2015

To: Mayor and Town Council

Via: Thomas G. Bradford, Town Manager

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

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

Date: October 23, 2015

STAFF RECOMMENDATION

Town staff recommends the Town Council authorize the Town Manager to enter into a Decorative Lighting Locally Funded Agreement (LFA) with the Florida Department of Transportation (FDOT) on behalf of the Town for the Southern Boulevard Bridge Improvements Project.

GENERAL INFORMATION

As part of the Florida Department of Transportation's (FDOT) Southern Boulevard Bridge Improvements Project, the FDOT agreed to include certain decorative lighting improvements as part of the scope of the project, as requested and negotiated with the Town. As part of the negotiations, the Town in turn agrees to pay for the difference in cost between the originally proposed standard lighting and the decorative lighting upgrade, and to maintain the decorative lighting. The new lights are located along the Southern Boulevard causeway from the centerline of the Intracoastal Waterway channel to the A-1-A traffic circle. The FDOT will continue to be responsible for maintenance of the roadway and hardscape portions of the project.

The proposed agreement is consistent with those entered into in the past.

FUNDING/FISCAL IMPACT

The difference in cost is \$290,076. Funding for the lighting upgrades under this agreement is fully contained within the Accelerated Capital Improvement Program – Phase 2.

TOWN ATTORNEY REVIEW

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

Attachment

cc: Eric Brown, P.E., Assistant Director of Public Works
William K. Francis, P.E., Town Engineer
Adis Pedraza, Purchasing Manager

**STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCALLY FUNDED AGREEMENT**

THIS Locally Funded Agreement ("Agreement"), entered into this _____ day of _____, 20____, by and between the State of Florida Department of Transportation hereinafter called the DEPARTMENT, and the Town of Palm Beach located at 360 South Country Road, West Palm Beach, FL 33480, hereinafter called the PARTICIPANT.

WITNESSETH

WHEREAS, the DEPARTMENT and the PARTICIPANT are desirous of having the DEPARTMENT make certain improvements in connection with the DEPARTMENT's bascule bridge reconstruction (Bridge No(s) 930097 & 930098) along SR80/Southern Blvd. from Washington Rd to SR-A1A in Palm Beach County, Florida. (Financial Management (FM) Number 419013-1-52-01, Funded in Fiscal Year 2015/2016); and

WHEREAS, the PARTICIPANT has requested that the DEPARTMENT perform the following additional work: Installation of decorative lighting, as set forth in **Exhibit A** attached hereto and made a part hereof and hereinafter referred to as the Project; and

WHEREAS, the improvements are in the interest of both the PARTICIPANT and the DEPARTMENT and it would be more practical, expeditious, and economical for the DEPARTMENT to perform such activities; and

WHEREAS, the PARTICIPANT by Resolution No. _____ adopted on _____, 20____, a copy of which is attached hereto and made a part hereof, authorizes the proper officials to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the parties agree to the following:

1. The recitals set forth above are true and correct and are deemed incorporated herein.
2. The DEPARTMENT shall be responsible for assuring that the Project complies with all applicable Federal, State and Local laws, rules, regulations, guidelines and standards.
3. The PARTICIPANT agrees to make all previous studies, maps, drawings, surveys and other data and information pertaining to the Project available to the DEPARTMENT at no extra cost.
4. The total cost for the Project and the DEPARTMENT's bridge reconstruction work along SR80/Southern Blvd., is estimated to be SEVENTY SIX MILLION SIX HUNDRED SEVENTY EIGHT THOUSAND FOUR HUNDRED SEVENTY NINE DOLLARS AND NO CENTS (\$76,678,479.00). The PARTICIPANT's share for the Project is estimated amount of TWO HUNDRED NINETY THOUSAND SEVENTY SIX DOLLARS AND NO CENTS

(\$290,076.00), which sum shall be paid to the DEPARTMENT. In the event the actual cost of the Project is less than the PARTICIPANT's payment, the difference shall be refunded to the PARTICIPANT. In the event the actual cost of the Project, without modifications, results in a sum greater than that paid by the PARTICIPANT, then any additional cost shall be the sole responsibility of the PARTICIPANT and shall be paid to the DEPARTMENT.

- A. The PARTICIPANT agrees that it will, within thirty (30) days of execution of this Agreement, furnish the DEPARTMENT with a check in the amount of TWO HUNDRED NINETY THOUSAND SEVENTY SIX DOLLARS AND NO CENTS DOLLARS AND NO CENTS (\$290,076.00) towards the Project Costs.

In the event payment is not received by the DEPARTMENT within thirty (30) days of execution of this Agreement, the DEPARTMENT reserves the right to terminate this Agreement and remove the Project from the Department's Work Program and not construct the decorative lighting.

Remittance shall be made payable to the Department of Financial Services, Revenue Processing. Payment shall be clearly marked to indicate that it is to be applied to FM No. 419013-1-52-02. The DEPARTMENT shall utilize this amount towards costs of Project No. 419013-1-52-02.

Payment shall be mailed to:

Florida Department of Transportation
Program Management Unit- Attention: Leos A. Kennedy, Jr.
3400 W. Commercial Boulevard
Fort Lauderdale, Florida 33309-3421

- B. The PARTICIPANT's share of the accepted bid for the Project (hereinafter referred to as "Accepted Bid") and the Department's work plus allowances is hereinafter defined as the "Total Accepted Bid". If the PARTICIPANT's share of the accepted bid plus allowances is in excess of the advance deposit amount, the PARTICIPANT will provide an additional deposit within fourteen (14) calendar days of notification from the DEPARTMENT or prior to posting of the accepted bid, whichever is earlier, so that the total deposit is equal to the bid amount plus allowances. The DEPARTMENT will notify the PARTICIPANT as soon as it becomes apparent the accepted bid amount plus allowances are in excess of the advance deposit amount; however, failure of the DEPARTMENT to so notify the PARTICIPANT shall not relieve the PARTICIPANT from its obligation to pay for its full participation. If the PARTICIPANT cannot provide the additional deposit within fourteen (14) calendar days, a letter must be submitted to and approved by the DEPARTMENT's Project Manager indicating when the deposit will be made and the DEPARTMENT's written consent to the payment of the additional deposit and said date. The PARTICIPANT understands the request and approval of the additional time could delay the Project, and additional costs may be incurred due to delay of the Project. In the event of non-payment, the DEPARTMENT reserves the right to terminate this Agreement and remove the Project and the DEPARTMENT's roadway work

from the Department's Work Program.

- C. If the PARTICIPANT's payment for the accepted bid amount plus allowances is less than the advance deposit amount, the DEPARTMENT will refund the amount that the advance deposit exceeds the PARTICIPANT's payment for the accepted bid amount plus allowances if such refund is requested by the PARTICIPANT in writing.
- D. Should Project modifications occur that increase the PARTICIPANT's payment for the Project, the PARTICIPANT will be notified by the DEPARTMENT. The PARTICIPANT agrees to provide, without delay, in advance of the additional work being performed, adequate funds to ensure that cash on deposit with the DEPARTMENT is sufficient to fully fund the Project. The DEPARTMENT shall notify the PARTICIPANT as soon as it becomes apparent the actual costs will overrun the award amount; however, failure of the DEPARTMENT to so notify the PARTICIPANT shall not relieve the PARTICIPANT from its obligation to pay for its full participation. Funds due from the PARTICIPANT, for the Project, not paid within forty (40) calendar days from the date of the invoice are subject to an interest charge at a rate established pursuant to *Section 55.03, F.S.*
- E. The DEPARTMENT intends to have its final and complete accounting of all costs incurred in connection with the work performed hereunder within three hundred sixty (360) days of final payment to the Contractor. The DEPARTMENT considers the Project and the resurfacing work complete when the final payment has been made to the Contractor, not when the construction work is complete. All Project & construction cost records and accounts shall be subject to audit by a representative of the PARTICIPANT for a period of three (3) years after final close out of the Project and the resurfacing work. The PARTICIPANT will be notified of the final cost. Both parties agree that in the event the final accounting of total Project costs pursuant to the terms of this Agreement is less than the total deposits to date, a refund of the excess will be made by the DEPARTMENT to the PARTICIPANT. If the final accounting is not performed within three hundred sixty (360) days, the PARTICIPANT is not relieved from its obligation to pay.
- F. In the event the final accounting of total Project costs indicate that the Project costs are greater than the total deposits to date, the PARTICIPANT will pay the additional amount within forty (40) calendar days from the date of the invoice from the DEPARTMENT. The PARTICIPANT agrees to pay interest at a rate as established pursuant to *Section 55.03, F.S.*, on any invoice not paid within forty (40) calendar days until the invoice is paid.
- G. The payment of funds under this Agreement will be sent directly to the Department of Financial Services, Division of Treasury for deposit as provided in the Three Party Escrow Agreement between the PARTICIPANT, the DEPARTMENT and the State of Florida, Department of Financial Services,

Division of Treasury a copy of which is attached hereto and made a part hereof as **Exhibit B**.

5. Upon completion of the Project, the PARTICIPANT shall be responsible for the maintenance of the decorative lighting.

The PARTICIPANT will comply with the provisions set forth in the Maintenance Memorandum of Agreement (MOA) which is attached hereto and made a part hereof as **Exhibit C**. The PARTICIPANT shall agree to maintain the Project in accordance with the terms of **Exhibit C**. The terms of this paragraph shall survive the termination of this Agreement.

6. In the event it becomes necessary for either party to institute suit for the enforcement of the provisions of this Agreement, each party shall be responsible to pay their own attorney fees and court costs. Venue with respect to any such litigation shall be in Broward County.
7. This Agreement and any interest herein shall not be assigned, transferred or otherwise encumbered by the PARTICIPANT under any circumstances without the prior written consent of the DEPARTMENT. However, this Agreement shall run to the DEPARTMENT and its successors.
8. Except as otherwise set forth herein, this Agreement shall continue in effect and be binding to both the PARTICIPANT and the DEPARTMENT until the Project and the bridge reconstruction work is completed as evidenced by the written acceptance of the DEPARTMENT, or December 31, 2020 whichever occurs first.
9. The PARTICIPANT warrants that it has not employed or obtained any company or person, other than bona fide employees of the PARTICIPANT, to solicit or secure this Agreement, and it has not paid or agreed to pay any company, corporation, individual or firm, other than a bona fide employee employed by the PARTICIPANT. For breach or violation of this provision, the DEPARTMENT shall have the right to terminate the Agreement without liability.
10. The PARTICIPANT/ Vendor/ Contractor:
 - (A) shall utilize the U.S. Department of Homeland Security's E-verify system to verify the employment eligibility of all new employees hired by the PARTICIPANT/ Vendor/Contractor during the term of the contract; and
 - (B) shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
11. This Agreement is governed by and construed in accordance with the laws of the State of Florida.

12. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written. It is further agreed that no modification, amendment, or alteration in the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.
13. Any or all notices (except invoices) given or required under this Agreement shall be in writing and either personally delivered with receipt acknowledged or sent by certified mail, return receipt requested. All notices delivered shall be sent to the following addresses:

If to the DEPARTMENT:

Florida Department of Transportation - District Four
3400 West Commercial Blvd.
Fort Lauderdale, Florida 33309-3421
Attn: Leos A. Kennedy, Jr.
With a copy to: Vanita Saini, P.E.
A second copy to: Office of the General Counsel

If to the PARTICIPANT:

Town of Palm Beach
360 South County Road
Palm Beach, FL 33480
Attn: Thomas G. Bradford, Town Manager
Federal Employer ID No.: F-596-000-402

With a copy to:

Town of Palm Beach
951 Old Okeechobee Road, Suite A
West Palm Beach, Florida 33401
Attn: William K. Francis, P.E., Town Engineer

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IN WITNESS WHEREOF, this Agreement is to be executed by the parties below for the purposes specified herein. Authorization has been given to enter into and execute this Agreement by Resolution No. _____, hereto attached.

TOWN OF PALM BEACH

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

BY: _____
NAME: _____
TITLE: _____

BY: _____
STACY L. MILLER, P.E.
DIRECTOR OF TRANSPORTATION DEVELOPMENT

ATTEST:

LEGAL REVIEW:

TOWN CLERK (SEAL)

BY: _____
OFFICE OF THE GENERAL COUNSEL

APPROVED:

APPROVED:

BY: _____
TOWN ATTORNEY

BY: _____
DISTRICT PROGRAM MANAGEMENT ADMINISTRATOR

EXHIBIT A
SCOPE OF SERVICES
FM# 419013-1-52-02

The decorative lighting system shall include 25 ft. mounting height black aluminum poles, 6 ft. black aluminum luminaire arm, and the black aluminum tear-drop shaped luminaire with a deep skirt. The poles will be provided with a 120V receptacle and a weatherproof cover plate 14 ft. above grade. The conduit and conductors for the lighting system (lights and receptacle) will be provided underground. Pull boxes will be provided in the sidewalk and next to each pole. New load centers will be provided to distribute power to both the roadway lights and receptacles.

Exhibit B THREE PARTY ESCROW AGREEMENT

THIS AGREEMENT is made and entered into by and between the State of Florida, Department of Transportation ("FDOT"), Town of Palm Beach ("Participant"), and the State of Florida, Department of Financial Services, Division of Treasury ("Escrow Agent"), and shall become effective upon the Agreement's execution by Escrow Agent.

WHEREAS, FDOT and Participant are engaged in the following project ("Project"):

Project Name: Installation of decorative lighting
Project #: 419013-1-52-02
County: Palm Beach

WHEREAS, FDOT and Participant desire to establish an escrow account for the project.

NOW THEREFORE, in consideration of the premises and the covenants contained herein, the parties agree to the following:

1. An initial deposit will be made into an interest bearing escrow account established hereunder for the purposes of the Project. The escrow account will be opened with the Escrow Agent on behalf of FDOT upon Escrow Agent's receipt and execution of this Agreement.
2. Other deposits to the escrow account may be made during the life of this Agreement.
3. Deposits will be delivered in accordance with instructions provided by the Escrow Agent to the FDOT for deposit into the escrow account. A wire transfer or ACH deposit is the preferred method of payment and should be used whenever possible.
4. FDOT's Comptroller or designee shall be the sole signatory on the escrow account with the Escrow Agent and shall have sole authority to authorize withdrawals from the account. Withdrawals will only be made to FDOT or the Participant in accordance with the instructions provided to the Escrow Agent by FDOT's Comptroller or designee.

Moneys in the escrow account will be invested in accordance with section 17.61, Florida Statutes. The Escrow Agent will invest the moneys expeditiously. Income is only earned on the moneys while invested. There is no guaranteed rate of return. Investments in the escrow account will be assessed a fee in accordance with Section 17.61(4)(b), Florida Statutes. All income of the investments shall accrue to the escrow account.

6. Unless instructed otherwise by FDOT, all interest accumulated in the escrow account shall remain in the account for the purposes of the Project.

7. The Escrow Agent agrees to provide written confirmation of receipt of funds to FDOT. FDOT agrees to provide a copy of such written confirmation to Participant upon request.
8. The Escrow Agent further agrees to provide quarterly reports to FDOT concerning the escrow account. FDOT agrees to provide a copy of such quarterly reports to Participant upon request.
9. The Escrow Agent shall not be liable for any error of judgment or for any act done or omitted by it in good faith, or for anything which it may in good faith do or refrain from doing in connection herewith.
10. Escrow Agent shall have no liability for any claim, cost, expense, damage or loss due to the acts or omissions of FDOT and Participant, nor from any separate agreements between FDOT and Participant and shall have no responsibility to monitor or enforce any responsibilities herein or in any separate agreements associated with this Agreement between FDOT and Participant.
11. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida.
12. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
13. This Agreement shall terminate upon disbursement by the Escrow Agent of all money held by it in the escrow account in accordance with the instructions given by FDOT's Comptroller or designee and notification from FDOT to Escrow Agent that the account is to be closed.

The remainder of this page is blank.

IN WITNESS WHEREOF, the parties have duly executed the Agreement on the date(s) below.

For FDOT (signature)

For PARTICIPANT (signature)

Name and Title

Name

59-3024028

Federal Employer I.D. Number

Title

F-596-000-402-004

Federal Employer I.D. Number

Date

Date

FDOT Legal Review:

For Escrow Agent (signature)

Name and Title

Date

THIS IS AN EXHIBIT ONLY NOT FOR EXECUTION!!!

EXHIBIT C

MAINTENANCE MEMORANDUM OF AGREEMENT WITH THE TOWN OF PALM BEACH

SECTION NO.: 9312000
FM No.(s): 419013-1-52-01
COUNTY: Palm Beach
S.R. No.: 80

**FLORIDA DEPARTMENT OF TRANSPORTATION - DISTRICT FOUR
MAINTENANCE MEMORANDUM OF AGREEMENT (MMOA)**

THIS AGREEMENT, made and entered into this _____ day of _____, 2015, by and between the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**, a component agency of the State of Florida, hereinafter called the **DEPARTMENT**, and **Town of Palm Beach**, a municipal corporation existing under the Laws of Florida, hereinafter called the **AGENCY**.

WITNESSETH:

WHEREAS, the **DEPARTMENT** has jurisdiction over State Road 80 / Southern Boulevard; and

WHEREAS, the **DEPARTMENT** seeks to install and have maintained by the **AGENCY** certain highway improvements; and

WHEREAS, as part of the continual updating of the State of Florida Highway System, the **DEPARTMENT**, for the purpose of safety, protection of the investment and other reasons, has constructed and does maintain State Road 80 / Southern Boulevard (within the limits of the **AGENCY**); and

WHEREAS, it is the intent of the **AGENCY** and the **DEPARTMENT** that the **AGENCY** shall maintain the specific elements constructed under Project Number 419013-1-52-01 to include decorative colored coated lighting installed along State Road 80 / Southern Boulevard beginning from the center of the Main Bridge, Mile Post (M.P.) 21.382 to the end of the project / State Road A1A, M.P. 21.922; and

WHEREAS, the **AGENCY** has agreed to enter into a Local Funded Agreement (LFA) to fund the cost differential of the decorative colored coated lighting, to be executed concurrently with this Agreement; and

WHEREAS, as the **AGENCY** has no objection to this project, as indicated in **Exhibit A (Town of Palm Beach Acknowledgement Correspondence)**; and

WHEREAS, landscape and all other hardscape elements shall be maintained under a separate Agreement with the **AGENCY** and all amendments thereto; and

WHEREAS, the Project involves the scope of work as described within **Exhibit B (Project Location, Description and Aerial)**, **Exhibit C (Lighting Plans)** and **Exhibit D (Decorative Lighting Detail Sheet)**, which will benefit the **AGENCY**; and

WHEREAS, the parties hereto mutually recognize the need for entering into an Agreement designation and setting forth the responsibilities of each party; and

WHEREAS, the **AGENCY** by Resolution No. _____ dated _____, 20____ attached hereto and by this reference made a part hereof, desires to enter into this Agreement and authorizes its officers to do so;

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NOW THEREFORE, for and in consideration of the mutual benefits to flow each to the other, the parties covenant and agree as follows:

1. The recitals set forth above are true and correct and are deemed incorporated herein.
2. INSTALLATION OF FACILITIES

The **DEPARTMENT** has issued Project Number 419013-1-52-01 to reconstruct State Road 80 / Southern Boulevard as detailed in **Exhibit B (Project Location, Description and Aerial)**, **Exhibit C (Lighting Plans)** and **Exhibit D (Decorative Lighting Detail Sheet)**, which will benefit the **AGENCY**.

3. MAINTENANCE OF FACILITIES

A. The **AGENCY** agrees to maintain the improvements to be installed under Project Number 419013-1-52-01 within the limits of construction. Maintenance by the **AGENCY** will include repair, restoration, and general maintenance of all decorative or non-standard features within the limits of construction. Non-standard features are defined as items requested by the **AGENCY** that are not defined in the **DEPARTMENT'S** Design Standards. This includes Project Number 419013-1-52-01 to include decorative colored coated lighting installed along State Road 80 / Southern Boulevard beginning from the center of the Main Bridge, Mile Post (M.P) 21.382 to the end of the project / State Road A1A, M.P. 1.922.

1) The **AGENCY** shall be solely responsible for the maintenance and preservation of all colored coatings on light pole assemblies within the limits of construction. The **AGENCY** shall inspect the colored coatings on a yearly basis. All Maintenance or restoration activities shall be performed in accordance with a Maintenance Plan, as approved by the **DEPARTMENT**, as per the requirements in **Exhibit E (Maintenance Plan Requirements)**.

2) The above named functions to be performed by the **AGENCY** may be subject to periodic inspections by the **DEPARTMENT** at the discretion of the **DEPARTMENT**. Such inspection findings will be shared with the **AGENCY** and shall be the basis of all decisions regarding, reworking or AGREEMENT termination. The **AGENCY** shall not change or deviate from said plans without written approval of the **DEPARTMENT**.

3) The **AGENCY** shall be solely responsible for any damages to surrounding property, real estate, vehicles, pedestrians, attachments to the light poles, or other assets occurring as a result of coating operations and shall repair such damage to the satisfaction of the **DEPARTMENT** at no expense to the **DEPARTMENT**.

4) Lighting assemblies and systems shall be maintained in such a manner as to prolong the life of the lighting fixture and prevent potential safety hazards. Lighting shall meet requirements for the sea turtle nesting and hatchling seasons. Lights may be required to be turned off if they fail to meet requirements of the law or violate the Endangered Species Act and other law.

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- B. It is understood and agreed by the parties that upon "final acceptance" (as that term is described in the Standard Specifications for Roadway and Bridge Construction, as amended by contract documents section 5-11) by the **DEPARTMENT** of the Project and Notice thereof to the **AGENCY**, the **AGENCY** shall be responsible for maintenance of the Project in accordance with the following Federally and State accepted standards (current editions at the time of execution of this Agreement and any amendments hereafter) and all costs related thereto: (a) FDOT Plans Preparation Manual (PPM), (b) Florida Green Book, (c) Standard Specifications for Roadway and Bridge Construction, as amended, (d) FDOT Design Standards and (e) Manual on Uniform Traffic Control Devices (MUTCD).
- C. If it becomes necessary to provide utilities (water/electricity) to these improvements, all costs associated with the utilities, accent lighting and/or irrigation systems including, but not limited to the impact and connection fees, and the on-going cost of utility usage for water and electrical, are the maintaining **AGENCY'S** responsibility.
- 1) The **AGENCY** shall be directly responsible for impact and connection
- AND
- 2) The **AGENCY** shall become responsible for the above named ongoing utility costs upon final acceptance of the construction project (including the improvements) by the **DEPARTMENT** and thereafter.
- AND
- 3) The **AGENCY** shall be responsible for all improvements immediately after final acceptance of the construction project by the **DEPARTMENT**.
- D. The above named functions to be performed by the **AGENCY** may be subject to periodic inspections by the **DEPARTMENT** at the discretion of the **DEPARTMENT**. Such inspection findings will be shared with the **AGENCY** and shall be the basis of all decisions regarding, repayment, reworking or Agreement termination.
- E. Any work impacting traffic flow on State Road 80 / Southern Boulevard must be coordinated with the **DEPARTMENT**. Lane closures must be submitted for approval in accordance with **DEPARTMENT** procedures and policies and will meet the goals established in the **DEPARTMENT's** Open Roads Policy.
4. NOTICE OF MAINTENANCE DEFICIENCIES
- If, at any time while the terms of this AGREEMENT are in effect, it shall come to the attention of the **DEPARTMENT** that the **AGENCY's** responsibility as established herein or a part thereof is not being properly accomplished pursuant to the terms of this AGREEMENT, the **DEPARTMENT** may issue a written notice, that a deficiency or deficiencies exist(s), by sending a certified letter to the **AGENCY**, in care of the TOWN OF PALM BEACH MANAGER, to place the **AGENCY** on notice regarding its maintenance deficiencies. Thereafter, the **AGENCY** shall have a period of sixty (60) days within which to correct the cited deficiency or deficiencies. It said deficiencies

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are not corrected within the time period, the **DEPARTMENT** may, at its option, proceed under one or more or a combination of the following items:

- 1) The **DEPARTMENT** may repair any item or a number of items. Corrective actions will be performed with the **DEPARTMENT** and/or its independent contractor's materials, equipment and personnel. The actual cost for such work will be charged to the **AGENCY**.
- 2) The **DEPARTMENT** may remove or replace any item or number of items with the standard **DEPARTMENT** item. Corrective actions will be performed with the **DEPARTMENT** and/or its independent contractor's materials, equipment and personnel. The actual cost for such work will be charged to the **AGENCY**.
- 3) If there is no standard equivalent item or if in the **DEPARTMENT**'s discretion the item is not necessary for the operations of the roadway, the **DEPARTMENT** may remove the item in its entirety and restore the area to a condition acceptable to the **DEPARTMENT**. Corrective actions will be performed with the **DEPARTMENT** and/or its independent contractor's materials, equipment and personnel. The actual cost for such work will be charged to the **AGENCY**.
- 4) At the discretion of the **DEPARTMENT**, terminate the Agreement in accordance with Paragraph 7 of this Agreement and remove, by the **DEPARTMENT** or its Contractor's personnel, all of the improvements installed under this Agreement and charge the **AGENCY** the reasonable cost of such removal.

5. FUTURE DEPARTMENT IMPROVEMENTS

It is understood between the parties hereto that the improvements covered by this Agreement may be removed, relocated or adjusted at any time in the future as determined to be necessary by the **DEPARTMENT** in order that the adjacent state road be widened, altered or otherwise changed to meet with future criteria or planning of the **DEPARTMENT**.

6. FUTURE AGENCY IMPROVEMENTS

The **AGENCY** may construct additional improvements within the limits of the rights of ways identified as a result of this document, subject to the following conditions:

- 1) Plans for any new improvements shall be subject to approval by the **DEPARTMENT**. The **AGENCY** shall not change or deviate from said plans without written approval by the **DEPARTMENT**.
- 2) The **AGENCY** shall procure a permit and/ or Construction Agreement from the **DEPARTMENT**, as appropriate.
- 3) All improvements shall be developed and implemented in accordance with appropriate state safety and roadway design standards.
- 4) The **AGENCY** agrees to comply with the requirements of this Agreement with regard to any additional improvements installed at no cost to the **DEPARTMENT**.

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7. AGREEMENT TERMINATION

This Agreement may be terminated under any one (1) of the following conditions:

- 1) By the **DEPARTMENT**, if the **AGENCY** fails to perform its duties under this Agreement, following ten (10) days written notice. The **AGENCY** shall reimburse the **DEPARTMENT** for any expenditures for the installation of said improvements and the cost to remove and or replace said improvement with the standard improvement or remove in its entirety.
- 2) By the **DEPARTMENT**, for refusal by the **AGENCY** to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the **AGENCY** in conjunction with this Agreement.
- 3) By the **DEPARTMENT** with a six (6) month written notice.

8. AGREEMENT TERM

The term of this Agreement commences upon execution by all parties. The term of this Agreement shall remain in effect for Fifty (50) years.

9. LIABILITY AND INSURANCE REQUIREMENTS

- A. With respect to any of the **AGENCY'S** agents, consultants, sub-consultants, contractors, and/or sub-contractors, such party in any contract for the improvements shall agree to indemnify, defend, save and hold harmless the **DEPARTMENT** from all claims, demands, liabilities, and suits of any nature arising out of, because of or due to any intentional and/or negligent act or occurrence, omission or commission of such agents, consultants, sub consultants, contractors and/or subcontractors. The **AGENCY** shall provide to the **DEPARTMENT** written evidence of the foregoing upon the request of the **DEPARTMENT**. It is specifically understood and agreed that this indemnification clause does not cover or indemnify the **DEPARTMENT** for its own negligence.

- B. In the event that **AGENCY** contracts with a third party to provide the services set forth herein any contract with such third party shall include the following provisions:

AGENCY'S contractor shall at all times during the term of this Agreement keep and maintain in full force and effect, at contractor's sole cost and expense, Comprehensive General Liability with minimum limits of \$1,000,000.00 per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability and Worker's Compensation insurance with minimum limits of \$500,000.00 per Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability and Worker's Compensation policy without restrictive endorsements, as filed by the Insurance Services Office and shall name the **DEPARTMENT** as an additional insured.

- 2) **AGENCY'S** contractor shall furnish **AGENCY** with Certificates of Insurance of

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Endorsements evidencing the insurance coverages specified herein prior to the beginning performance of work under this Agreement.

- 3) Coverage is not to cease and is to remain in full force and effect (subject to cancellation notice) until all performance required of **AGENCY'S** contractor is completed. All policies must be endorsed to provide the **DEPARTMENT** with at least thirty (30) days notice of cancellation and or/or restriction. If any of the insurance coverages will expire prior to the completion of work, copies of renewal policies shall be furnished at least (30) days prior to the date of expiration.

10. E-VERIFY REQUIREMENTS

The **AGENCY** shall

- 1) Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the **AGENCY** for the work performed under this AGREEMENT; and
- 2) Expressly require any contractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

11. This writing embodies the entire Agreement and understanding between the parties hereto and there are no other Agreements and understanding, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby except the Landscape Memorandum of Agreement(s) signed between the parties, as amended, as to all other improvements not specifically mentioned in this Agreement and the LFA.

12. The **DEPARTMENT**, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The **DEPARTMENT** shall require a statement from the Comptroller of the **DEPARTMENT** that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one (1) year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the **DEPARTMENT** which are for an amount in excess of TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) and which have a term for a period of more than one year.

13. DISPUTES

The **DEPARTMENT'S** District Secretary shall decide all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of this Agreement, the prosecution or fulfillment of the service hereunder and the character, quality, amount and value thereof; and his decision upon all claims, questions and disputes shall be final and conclusive upon the parties hereto.

SECTION NO.: 9312000
FM No.(s): 419013-1-52-01
COUNTY: Palm Beach
S.R. No.: 80

14. ASSIGNMENT

This Agreement may not be assigned or transferred by the **AGENCY** in whole or part without the consent of the **DEPARTMENT**.

15. LAWS GOVERNING

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The **AGENCY** agrees to waive forum and venue and the **DEPARTMENT** shall determine the forum and venue in which any dispute under this Agreement is decided.

16. NOTICES

Any and all notices given or required under this Agreement shall be in writing and either personally delivered with receipt acknowledgement or sent by certified mail, return receipt requested. All notices shall be sent to the following addresses.

If to the **DEPARTMENT**:

State of Florida Department of Transportation
3400 West Commercial Blvd
Ft. Lauderdale, FL 33309-3421
District Maintenance Engineer

If to the **AGENCY**:

Town of Palm Beach
360 South County Road
Palm Beach, FL 334820
Attention: Thomas G. Bradford
Title: Town Manager

With a copy to:

Town of Palm Beach
951 Old Okeechobee Road, Suite A
West Palm Beach, Florida 33401
Attention: William K. Francis, P.E.
Title: Town Engineer

17. LIST OF EXHIBITS

Exhibit A: Town of Palm Beach Acknowledgement Correspondence
Exhibit B: Project Location, Description and Aerial
Exhibit C: Lighting Plans
Exhibit D: Decorative Lighting Detail Sheet
Exhibit E: Maintenance Plan Requirements

SECTION NO.: 9312000
FM No.(s): 419013-1-52-01
COUNTY: Palm Beach
S.R. No.: 80

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first above written.

TOWN OF PALM BEACH

By: _____
Chairperson / Mayor / Manager

Attest: _____ (SEAL)
Clerk

Legal Approval

Attorney

Date

THIS IS AN EXHIBIT ONLY.....NOT FOR EXECUTION !!!!

SECTION NO.: 9312000
FM No.(s): 419013-1-52-01
COUNTY: Palm Beach
S.R. No.: 80

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first above written.

DEPARTMENT:

ATTEST:

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

Executive Secretary
(SEAL)

By _____
Courtney Drummond, P.E., Director of Operations

Date: _____

Approval as to Form:

By _____
Dawn Raduano, District General Counsel

Date: _____

THIS IS AN EXHIBIT ONLY...NOT FOR EXECUTION!!!!

SECTION NO.: 9312000
FM No.(s): 419013-1-52-01
COUNTY: Palm Beach
S.R. No.: 80

EXHIBIT A

TOWN OF PALM BEACH ACKNOWLEDGEMENT CORRESPONDENCE

See email correspondence below per William K. Francis, P.E. dated 06/24/15

RE: commitment for decorative lighting-SR 80-419013-1

From: WFrancis@TownofPalmBeach.com [mailto:WFrancis@TownofPalmBeach.com]

Sent: Wednesday, June 24, 2015 5:54 PM

To: Saini, Vanita

Cc: JSanon@TownofPalmBeach.com; PBrazil@TownofPalmBeach.com;
EBrown@TownofPalmBeach.com; BMadison@TownofPalmBeach.com;
MLoree@TownofPalmBeach.com

Subject: Re: commitment for decorative lighting-SR 80-419013-1

Vanita:

I will be going to Council on July 14 for approval to negotiate the agreements. I will be presenting the costs at that time and would be able to commit after. It is up to you if you want to proceed preparing the paperwork until then. As far as the maintenance, we would agree to maintain the lighting in the "Town" only, and not the City. The design should reflect circuitry that would allow to isolate the two areas which I expect is at the centerline of the intracoastal.

William K. Francis, P.E.

Town Engineer

Town of Palm Beach
Public Works Department
951 Old Okeechobee Road
West Palm Beach, Florida 33401
Phone (561) 838-5440
Fax (561) 835-4691
wfrancis@townofpalmbeach.com

[The remainder of this page intentionally left blank.]

SECTION NO.:	9312000
FM No.(s):	419013-1-52-01
COUNTY:	Palm Beach
S.R. No.:	80

EXHIBIT B

PROJECT LOCATION, DESCRIPTION AND AERIAL

Location:

- The improvements associated with this Agreement are located in the Town of Palm Beach, Palm Beach County, Florida along State Road 80 / Southern Boulevard beginning from the Main Bridge, Mile Post (M.P) 21.382 to the end of the project / State Road A1A, M.P. 21.922.

Description of Work:

- Project Number 419013-1-52-01 to include decorative colored coated lighting installed.

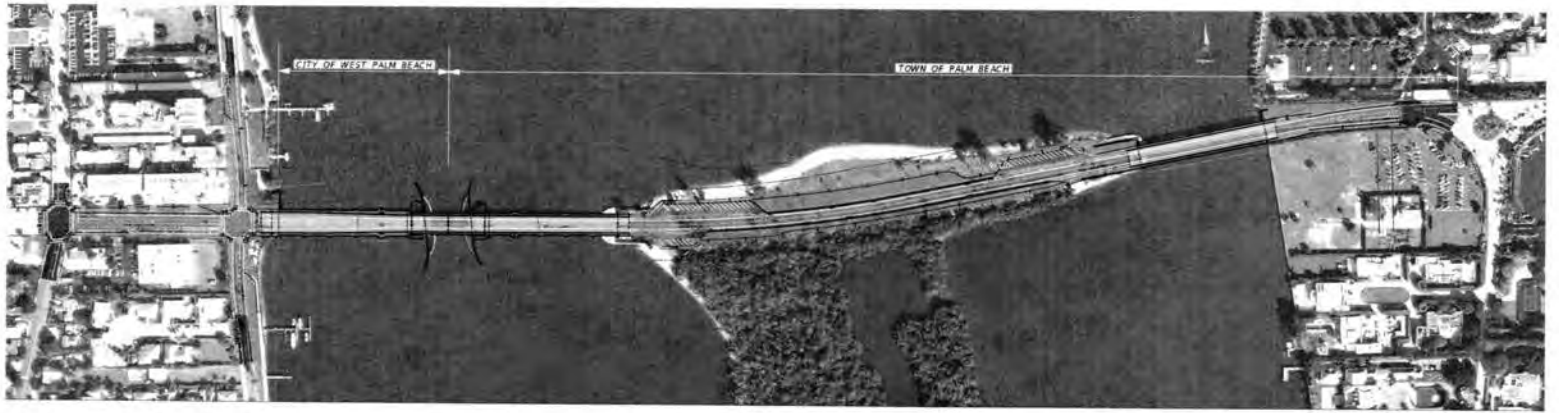
Aerial:

- Please see next page for Project Aerial

It will be the responsibility of the **AGENCY** to maintain the features described in this Agreement.

[The remainder of this page intentionally left blank.]

THIS IS AN EXHIBIT ONLY... NOT FOR EXECUTION!!!!



SECTION NO.: 9312000
FM No.(s): 419013-1-52-01
COUNTY: Palm Beach
S.R. No.: 80

EXHIBIT C

LIGHTING PLANS

Lighting Plans prepared by URS Corporation Southern, dated May 27, 2015 as approved by the
DEPARTMENT.

LIGHTING PLANS (attached)

Sheets Included:

PDF Page Number (#)	Plan Sheet (#)	Sheet(s) Description
14	1	ROADWAY KEY SHEET
15	L-1	LIGHTING KEY SHEET
16	L-2	TABULATION OF QUANTITIES
17	L-3	GENERAL NOTES
18	L-4	POLE DATA AND LEGEND
19 - 28	L-5 - L-14	LIGHTING PLAN
29	L-15	SERVICE POINT DETAIL
30	L-16	POLE DETAIL

[The remainder of this page intentionally left blank.]

COMPONENTS OF CONTRACT PLANS SET

- ROADWAY PLANS
- SIGNALING AND PAINTMENT MARKING PLANS
- SIGNALIZATION PLANS
- LIGHTING PLANS
- STRUCTURE PLANS

A DETAILED INDEX APPEARS ON THE
KEY SHEET OF EACH COMPONENT.

INDEX OF ROADWAY PLANS

SHEET NO.	SHEET DESCRIPTION
1	KEY SHEET
2	SUMMARY OF R/W ITEMS
3	DRAINAGE MAP
4	TYPICAL SECTIONS
5	TYPICAL SECTION DETAILS
6	SUMMARY OF QUANTITIES
7	SUMMARY OF DRAINAGE STRUCTURES
8	OPTIONAL MATERIALS TABULATION
9	GENERAL NOTES
10	ROADWAY PLAN
11	DRAINAGE PLAN
12	ROADWAY PROFILE SA BE/SOUTHERN BLVD
13	ROADWAY PROFILE FLACIER DRIVE (SOUTH)
14	ROADWAY PROFILE FLACIER DRIVE (NORTH)
15	DRAINAGE STRUCTURES
16	DRAINAGE DETAILS
17	INTERSECTION GRADING PLAN
18	CROSS SECTIONS 14 TO SOUTHERN BLVD
19	CROSS SECTIONS FLACIER DRIVE
20	STORMWATER POLLUTION PREVENTION PLAN
21	TRAFFIC CONTROL PLANS
22	TRAFFIC CONTROL PLANS PHASE 1A
23	TRAFFIC CONTROL PLANS PHASE 1B
24	TRAFFIC CONTROL PLANS PHASE 2
25	TRAFFIC CONTROL PLANS PHASE 3A
26	TRAFFIC CONTROL CROSS SECTIONS PHASE 3A
27	TRAFFIC CONTROL PLANS PHASE 3B
28	TRAFFIC CONTROL CROSS SECTIONS PHASE 3B
29	TRAFFIC CONTROL PLANS PHASE 4
30	TRAFFIC CONTROL CROSS SECTIONS PHASE 4
31	TRAFFIC CONTROL PLANS PHASE 5
32	TRAFFIC CONTROL CROSS SECTIONS PHASE 5
33	TRAFFIC CONTROL GUIDE SIGN WORKSHEET
34	TEMPORARY SIGNALIZATION PLAN
35	UTILITY ADJUSTMENTS
36	ROADWAY SIGN SURVEY
37	UTILITY 1
38	UTILITY 2
39	PROJECT NETWORK CONTROL
40	SUMMARY OF UTILITIES

* Only Sheets Included for MMOA

GOVERNING STANDARDS AND SPECIFICATIONS
Florida Department of Transportation, January 2000 design standards
and revised (interim) drawings as approved by the FDOT Standards
and Specifications for Road and Bridge Construction, as amended by
Contract Addendum.

For Design Standards, click on the "Design Standards" link at the
following web site:
<http://www.dot.state.fl.us/standards/>

For the Standard Specifications for Road and Bridge
Construction, click on the "Specifications" link at the following
web site:
<http://www.dot.state.fl.us/specifications/>

REVISIONS

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

CONTRACT PLANS

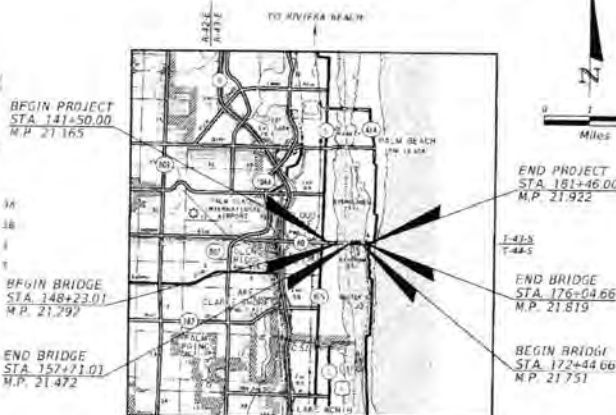
FINANCIAL PROJECT ID 419013-1-52-01

(FEDERAL FUNDS)

PALM BEACH COUNTY (93120)

STATE ROAD NO. 80

FROM WASHINGTON RD TO SR-A1A/SOUTH OCEAN BLVD



BEGIN PROJECT
STA. 141+50.00
M.P. 21.165

BEGIN BRIDGE
STA. 148+23.01
M.P. 21.292

END BRIDGE
STA. 157+71.01
M.P. 21.472

END PROJECT
STA. 181+46.00
M.P. 21.922

END BRIDGE
STA. 176+04.66
M.P. 21.819

BEGIN BRIDGE
STA. 172+44.66
M.P. 21.751

PROJECT LENGTH IS BASED ON THE 4 OF CONSTRUCTION OR 80

LENGTH OF PROJECT

	LINEAR FEET	MILES
ROADWAY	2,628.00	0.309
BRIDGES	1,368.00	0.248
NET LENGTH OF PROJECT	3,996.00	0.757
EXCEPTIONS		
GROSS LENGTH OF PROJECT	3,996.00	0.757

FDOT PROJECT MANAGER: VANITA SANCHEZ, P.E.

KEY SHEET REVISIONS

DATE	DESCRIPTION

ROADWAY PLANS
ENGINEER OF RECORD: ANTHONY SFAMENI, P.E.

P.E. NO. 10038

FISCAL YEAR	SHEET NO.
16	1

CONSTRUCTION CONTRACT NO.



LOCATION OF PROJECT

ROADWAY SHOP DRAWINGS
TO BE SUBMITTED TO:

ANTHONY SFAMENI, P.E.
3800 CONGRESS AVENUE, SUITE 200
BOCA RATON, FL 33487
(561) 994-9500

PLANS PREPARED BY:

URS CORPORATION SOUTHERN
1800 CONGRESS AVENUE, SUITE 200
BOCA RATON, FL 33487
(561) 994-9500
VENDOR NUMBER: 19-3208/289-001
CONTRACT NUMBER: C-815
CERTIFICATE OF AUTHORIZATION
NO. 18-00000002

NOTE: THE SCALE OF THESE PLANS MAY
HAVE CHANGED DUE TO REPRODUCTION.

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

CONTRACT PLANS

FINANCIAL PROJECT ID 419013-1-52-01
(FEDERAL FUNDS)

PALM BEACH COUNTY (93120)

STATE ROAD NO. 80
FROM WASHINGTON RD TO SR-A1A/SOUTH OCEAN BLVD

LIGHTING PLANS

INDEX OF LIGHTING PLANS

SHEET NO.	SHEET DESCRIPTION
C-1	KEY SHEET
A-1	TABULATION OF QUANTITIES
A-2	GENERAL NOTES
A-3	PILE DAY AND LAYEND
A-4	LIGHTING PLAN



LIGHTING SHOP DRAWINGS
TO BE SUBMITTED TO:
PATSY FUSCHETTO, P.E.
7800 CONGRESS AVENUE, SUITE 200
BOCA RATON, FL 33487
(561) 994-6300

PLANS PREPARED BY:
URS CORPORATION SOUTHERN
7800 CONGRESS AVENUE, SUITE 200
BOCA RATON, FL 33487
(561) 994-6300
VENDOR NUMBER VF-592087895-001
CONTRACT NUMBER C-813
CERTIFICATE OF AUTHORIZATION
NO. FB 00000302

NOTE: THE SCALE OF THESE PLANS MAY
HAVE CHANGED DUE TO REPRODUCTION

KEY SHEET REVISIONS	
DATE	DESCRIPTION

LIGHTING PLANS
ENGINEER OF RECORD: PATSY FUSCHETTO, P.E.

P.E. NO. 70384

FISCAL YEAR	SHEET NO.
76	L-1

FDOT PROJECT MANAGER: VANITA SAINI, P.E.

TABULATION OF QUANTITIES

[illegible]

REVISIONS				STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION TABULATION OF QUANTITIES	SHEET NO. L-2
DATE	DESCRIPTION	DATE	DESCRIPTION		
			P&S# FUSCHETTO, # F P-1 LICENSE NUMBER 70384 URS CORPORATION SOUTHERN 7806 CONGRESS AVENUE, SUITE 200 BOCA RATON, FL 33487 CERTIFICATE OF AUTHORIZATION EB 606060002		
				ROAD NO. COUNTY FINANCIAL PROJECT ID	
				RD PALM BEACH 419013-1-52-01	

LIGHTING NOTES:

1. LIGHTING MAINTAINING AGENCIES

WEST OF THE BASCULE BRIDGE: CITY OF WEST PALM BEACH
 EAST OF THE BASCULE BRIDGE: TOWN OF PALM BEACH
 BASCULE BRIDGE: PIER TO RICA: FIRST
 FLAGLER DRIVE: FR

2. UTILITY & AGENCY OWNERS

COMPANY	CONTACT	TELEPHONE NUMBERS
AT&T	OTIS KTEVE	954-722-2540
CITY OF WEST PALM BEACH	LAURA LE	561-494-1093
COMCAST	ANTHONY SPRINUSTREFF	561-804-0973
FLORIDA PUBLIC UTILITIES	DALE BUTCHER	561-368-1635
FW DISTRIBUTION	ALAN BOSZ	561-616-1147
PALM BEACH COUNTY TRAFFIC OPERATIONS	SUPERINTENDENT	561-733-2000
FW ENGINEERING & PUBLIC WORKS	FATIMAH N. JAFAR	561-684-4030
TOWN OF PALM BEACH	DOUG TERRY	561-838-5440
FOOD LIGHTING	ED WANKA	954-958-6041

3. PULL BOX COVER SHALL BE BOLTED TO THE PULL BOX USING A TAMPER PROOF BOLT

4. LIGHT POLE FOUNDATIONS SHALL BE INSTALLED AT A GRADE THAT IS FLUSH WITH THE ADJACENT AND SURROUNDING SIDEWALK

5. THE CONTRACTOR SHALL CONTACT THE PALM BEACH OPERATIONS SIGNALIZATION / LIGHTING COORDINATOR FOR ALL LIGHTING INSPECTIONS AT THE PALM BEACH OPERATION CENTER (561) 432-4996

REVISIONS				STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			GENERAL NOTES	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION	ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
				80	PALM BEACH	R9013-1-52-01		L-3

PATRICIA L. HETTINGER, P.E.
 P.E. LICENSE NUMBER 10068
 URS CORPORATION SOUTHERN
 7400 CONGRESS AVENUE, SUITE 200
 BOCA RATON, FL 33497
 CERTIFICATE OF AUTHORIZATION EB 00000002

6/7/2011 10:43:14 http://www.dot.state.fl.us

POLE DATA

POLE NO.	CIRCUIT	STATION	DTST OR ARM	LUNIMATE RATTAGE	MOUNTING HEIGHT	POLE SETBACK	PAY ITEM
A-1		142+53	15	400	40'	BACK OF SIDEWALK	715-4-111
A-2		143+80	15	400	40'	BACK OF SIDEWALK	715-4-111
A-3		145+30	15	400	40'	BACK OF SIDEWALK	715-4-111
A-4		146+78	15	400	40'	BEHIND GRAVITY WALL	715-4-111
A-5		147+53	15	400	40'	PILASTER MOUNTED	715-513-140
B-6		148+23	6	160	25'	BRIDGE MOUNTED	715-513-125
B-7		148+85	6	160	25'	BRIDGE MOUNTED	715-513-125
B-8		149+47	6	160	25'	BRIDGE MOUNTED	715-513-125
B-9		150+19	6	160	25'	BRIDGE MOUNTED	715-513-125
B-10		151+17	6	160	25'	BRIDGE MOUNTED	715-513-125
B-11		151+83	6	160	25'	BRIDGE MOUNTED	715-513-125
B-12		152+62	6	160	25'	BRIDGE MOUNTED	715-513-125
B-13		153+32	6	160	25'	BRIDGE MOUNTED	715-513-125
B-14		154+11	6	160	25'	BRIDGE MOUNTED	715-513-125
B-15		154+83	6	160	25'	BRIDGE MOUNTED	715-513-125
B-16		155+55	6	160	25'	BRIDGE MOUNTED	715-513-125
B-17		156+27	6	160	25'	BRIDGE MOUNTED	715-513-125
B-18		156+89	6	160	25'	BRIDGE MOUNTED	715-513-125
B-19		157+71	6	160	25'	BRIDGE MOUNTED	715-513-125
B-20		158+43	6	160	25'	PILASTER MOUNTED	715-513-125
B-21		159+01	6	160	25'	PILASTER MOUNTED	715-513-125
B-22		159+36	6	160	25'	PILASTER MOUNTED	715-513-125
B-23		159+86	6	160	25'	PILASTER MOUNTED	715-513-125
B-24		160+20	6	160	25'	PILASTER MOUNTED	715-513-125
B-25		160+87	6	160	25'	PILASTER MOUNTED	715-513-125
B-26		161+26	6	160	25'	PILASTER MOUNTED	715-513-125
B-27		161+77	6	160	25'	PILASTER MOUNTED	715-513-125
B-28		162+30	6	160	25'	PILASTER MOUNTED	715-513-125
B-29		162+79	6	160	25'	BACK OF SIDEWALK	715-511-125
B-30		163+24	6	160	25'	PILASTER MOUNTED	715-513-125
B-31		163+73	6	160	25'	BACK OF SIDEWALK	715-511-125
B-32		164+29	6	160	25'	PILASTER MOUNTED	715-513-125
B-33		164+83	6	160	25'	BACK OF SIDEWALK	715-511-125
B-34		165+83	6	160	25'	BACK OF SIDEWALK	715-511-125
B-35		166+26	6	160	25'	PILASTER MOUNTED	715-513-125
B-36		166+79	6	160	25'	BACK OF SIDEWALK	715-511-125
B-37		167+25	6	160	25'	PILASTER MOUNTED	715-513-125
B-38		168+00	6	160	25'	BACK OF SIDEWALK	715-511-125
B-39		168+86	6	160	25'	BACK OF SIDEWALK	715-511-125
B-40		169+25	6	160	25'	PILASTER MOUNTED	715-513-125
B-41		169+87	6	160	25'	PILASTER MOUNTED	715-513-125
B-42		170+34	6	160	25'	PILASTER MOUNTED	715-513-125
B-43		170+85	6	160	25'	PILASTER MOUNTED	715-513-125
B-44		171+42	6	160	25'	PILASTER MOUNTED	715-513-125
B-45		172+45	6	160	25'	BRIDGE MOUNTED	715-513-125
B-46		173+44	6	160	25'	BRIDGE MOUNTED	715-513-125
B-47		174+52	6	160	25'	BRIDGE MOUNTED	715-513-125
B-48		175+60	6	160	25'	BRIDGE MOUNTED	715-513-125
C-49		176+70	6	160	25'	PILASTER MOUNTED	715-513-125
C-50		178+20	6	160	25'	BACK OF SIDEWALK	715-511-125
C-51		178+82	6	160	25'	BACK OF SIDEWALK	715-511-125

LIGHTING DESIGN CRITERIA

AVERAGE INITIAL INTENSITY	1.50 FOOT CANDLES
UNIFORMITY RATIO AVG./MIN.	4:1 OR LESS
MAX./MIN.	10:1 OR LESS
WIND SPEED	150 MPH

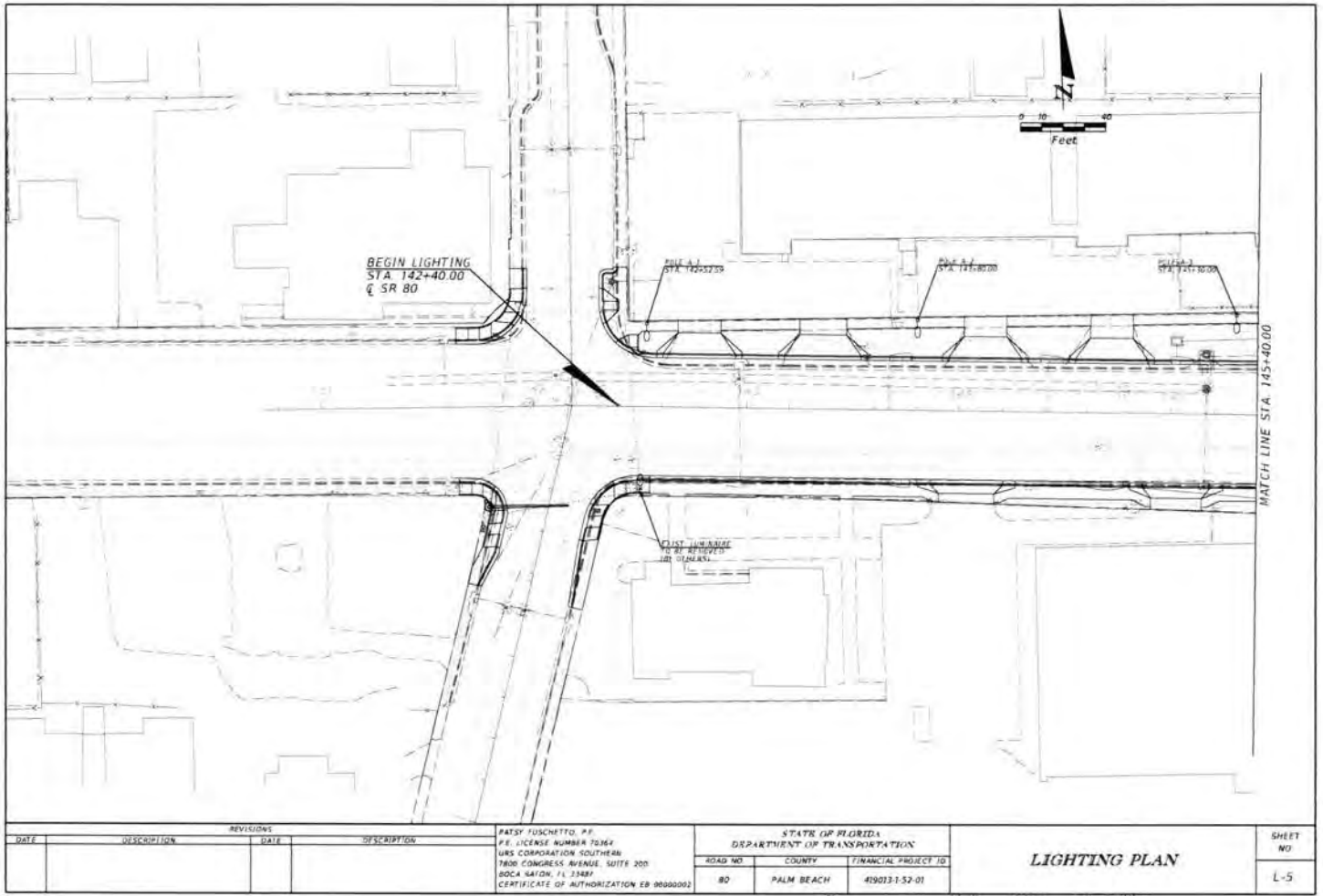
LEGEND

SYMBOLS

DESCRIPTION

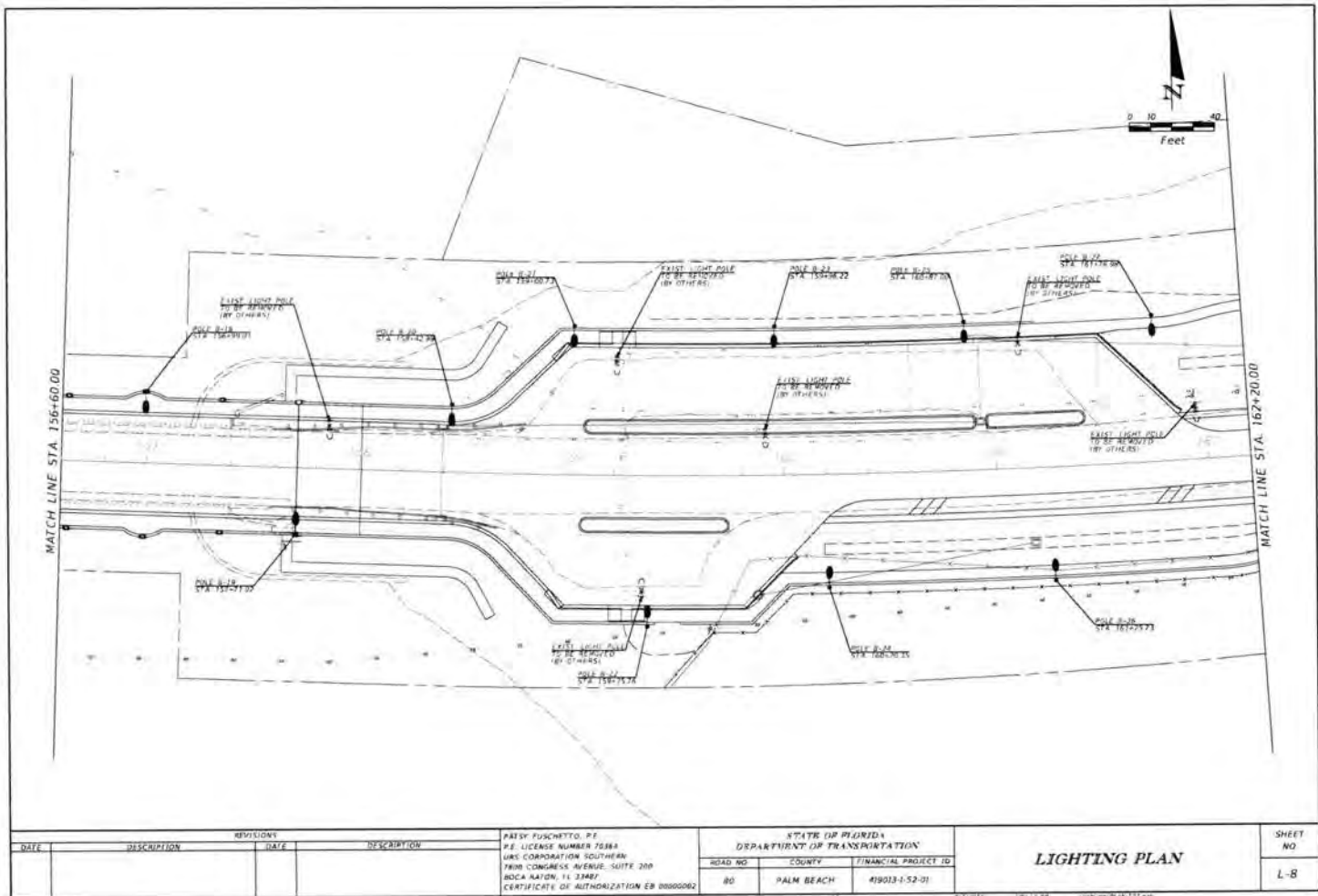
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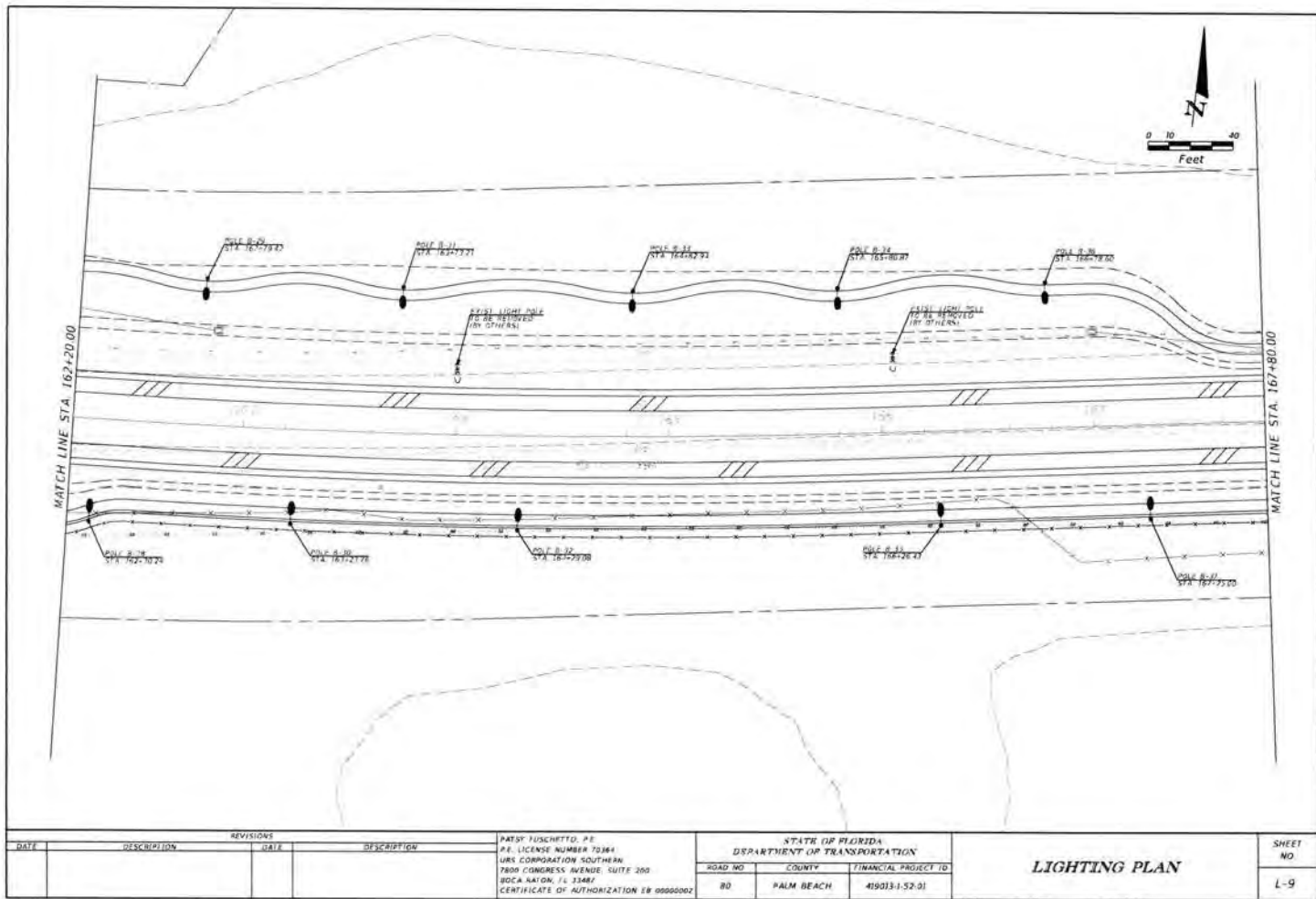
REVISIONS				PATSY FUSCHETTO, P.E. P.E. LICENSE NUMBER 10384 HRS CORPORATION SOUTHERN 7000 CONGRESS AVENUE, SUITE 200 BOCA RATON, FL 33487 CERTIFICATE OF AUTHORIZATION EB 0600002	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			SHEET NO L-4
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID	
					80	PALM BEACH	890031-1-52-01	

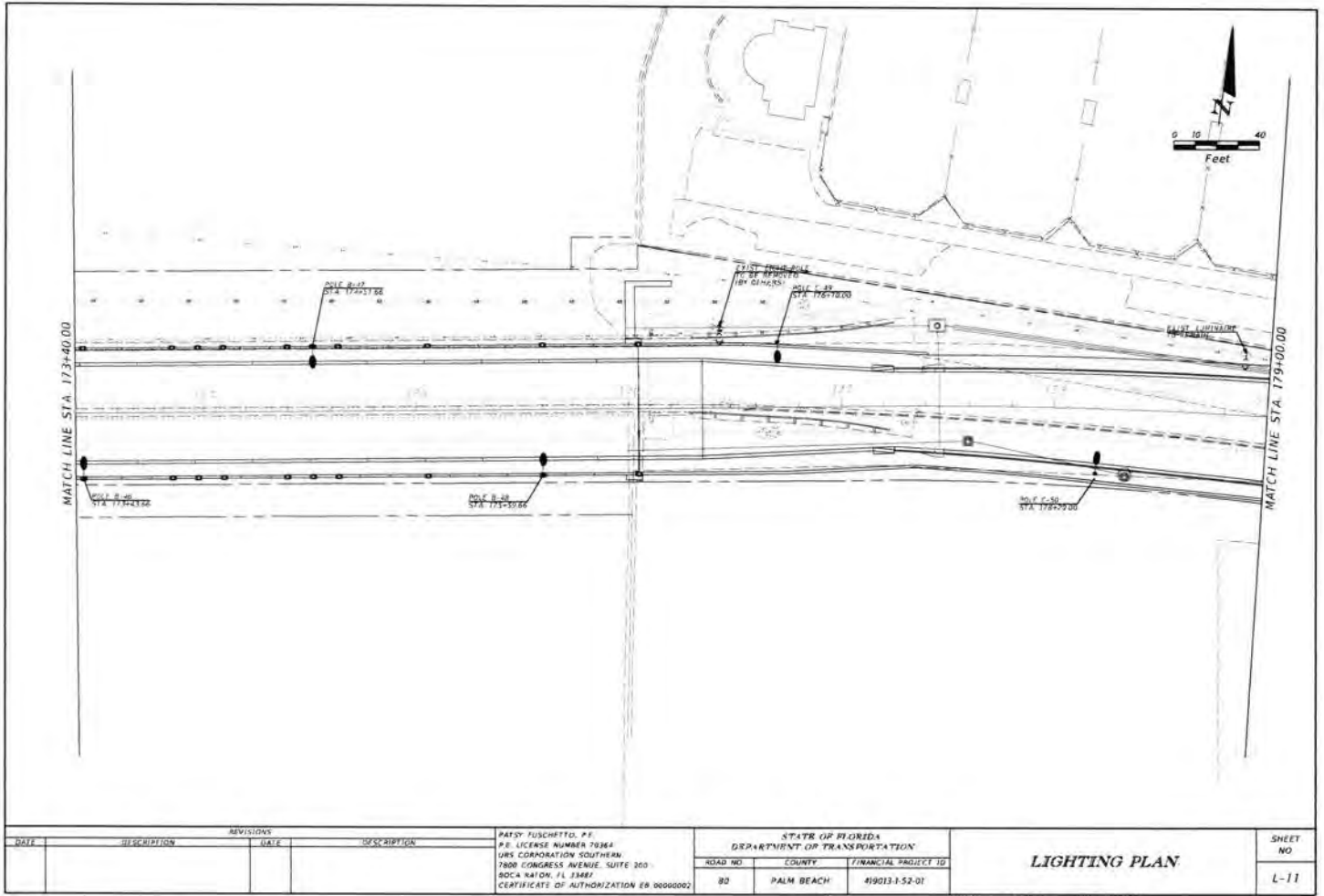


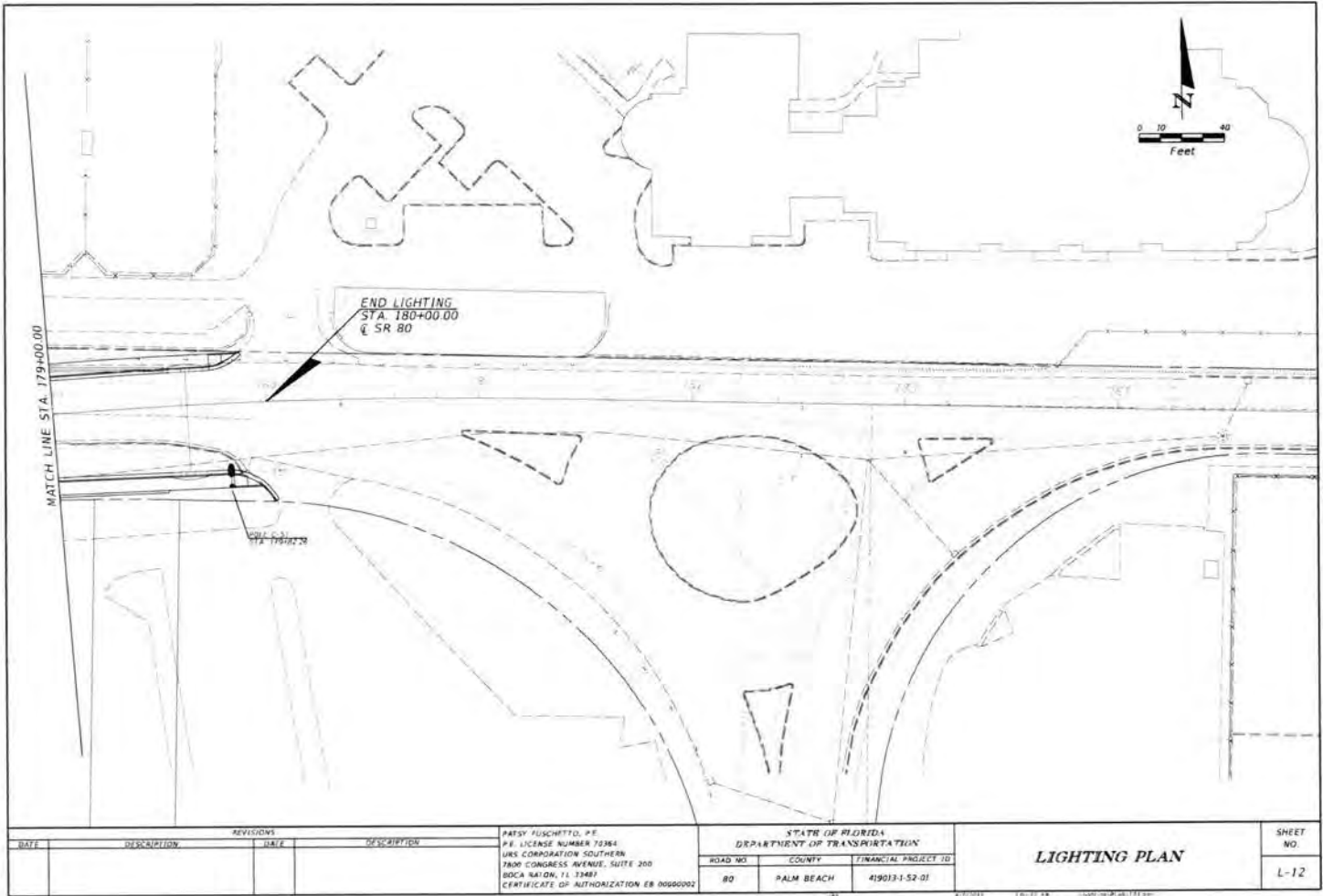
REVISIONS				PATSY FUSCHETTO, P.E. P.E. LICENSE NUMBER 70364 URS CORPORATION SOUTHERN 7800 CONGRESS AVENUE, SUITE 200 BOCA RATON, FL 33487 CERTIFICATE OF AUTHORIZATION EB 06060002	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			LIGHTING PLAN	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		L-5
					80	PALM BEACH	419013-1-52-01		

PATSY FUSCHETTO, P.E.
P.E. LICENSE NUMBER 72364
URS CORPORATION SOUTHERN
7800 CONGRESS AVENUE, SUITE 200
BOCA RATON, FL 33497
CERTIFICATE OF AUTHORIZATION EB 00000002



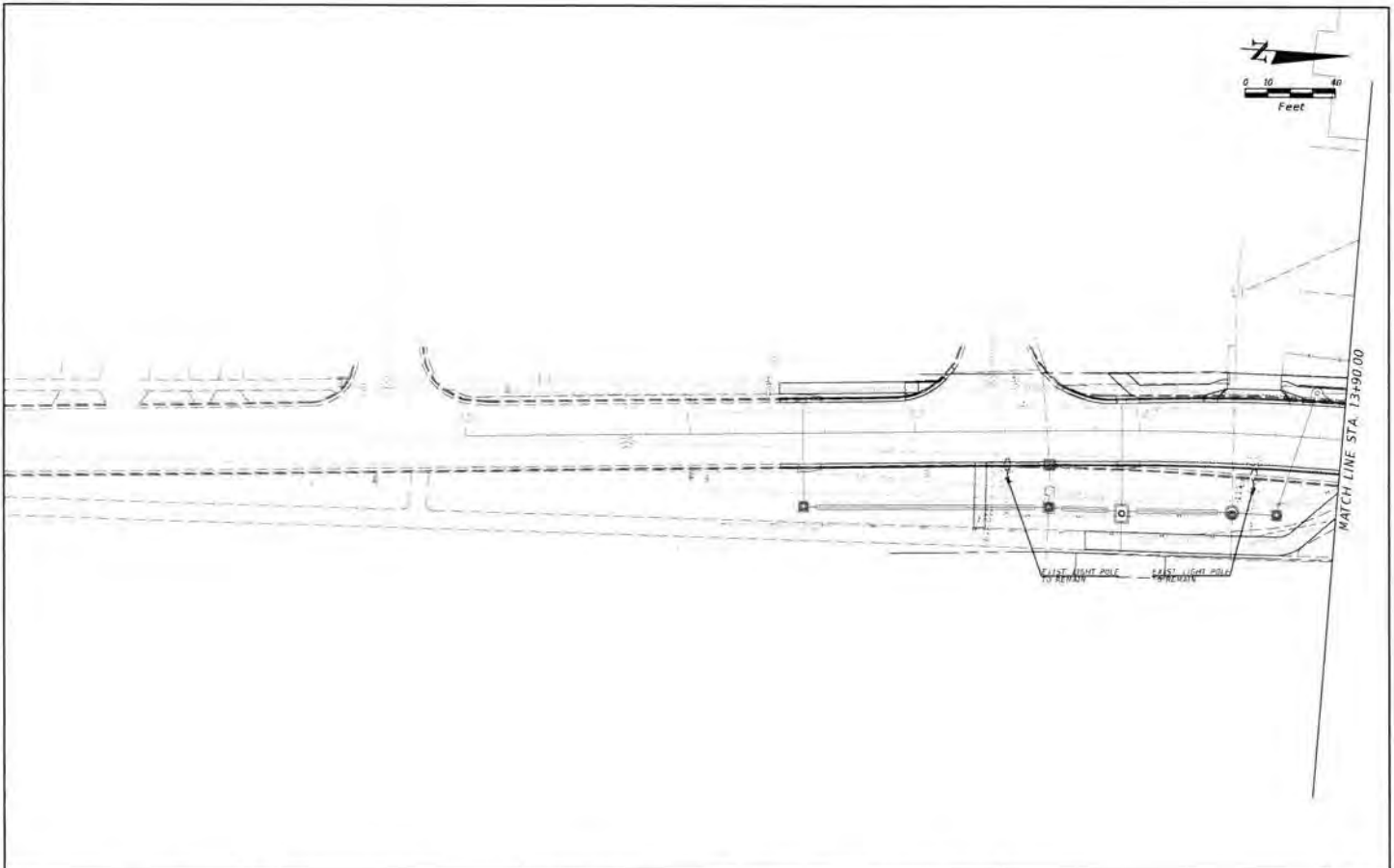






REVISIONS				STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			LIGHTING PLAN	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION	ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
				80	PALM BEACH	41903-1-52-01		L-12

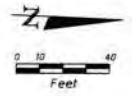
PATSY FUSCHETTO, P.E.
P.E. LICENSE NUMBER 70364
URS CORPORATION SOUTHERN
1800 CONGRESS AVENUE, SUITE 200
BOCA RATON, FL 33487
CERTIFICATE OF AUTHORIZATION EB 00600002



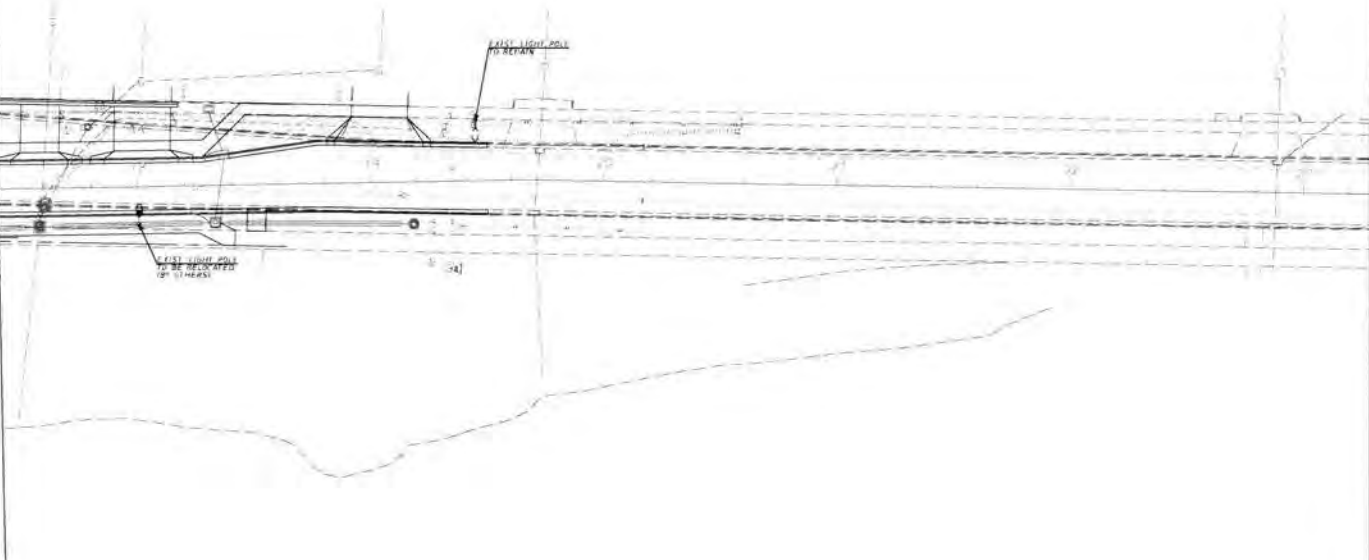
REVISIONS				STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			LIGHTING PLAN	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION	ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
				80	PALM BEACH	419013-1-52-01		L-13

PATSY FUSCHETTO, P.E.
P.E. LICENSE NUMBER 70364
URS CORPORATION SOUTHEAST
7800 CONGRESS AVENUE, SUITE 300
BOCA RATON, FL 33433
CERTIFICATE OF AUTHORIZATION EB 00000002

4/1/2011 3:00:52 PM C:\pilot\proj\419013-1-52-01.dwg



MATCH LINE STA. 17+40.00



REVISIONS				PASTY FUSCHETTO, P.E. P.E. LICENSE NUMBER 70364 URS CORPORATION SOUTHEAST 7800 CONGRESS AVENUE, SUITE 200 BOCA RATON, FL 33487 CERTIFICATE OF AUTHORIZATION EB 00000002	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			LIGHTING PLAN SHEET NO L-14
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO	COUNTY	FINANCIAL PROJECT ID	
					80	PALM BEACH	419013-1-52-01	

SECTION NO.:	9312000
FM No.(s):	419013-1-52-01
COUNTY:	Palm Beach
S.R. No.:	80

EXHIBIT D

DECORATIVE LIGHTING DETAIL SHEET

See next page for Decorative Lighting Detail Sheet with Approved Meeting Minutes

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THIS IS AN EXHIBIT ONLY.....NOT FOR EXECUTION!!!!



Meeting Minutes

Date: August 6, 2015

Time: 10:00 am

Place: Town of Palm Beach Public Works Department

RE: SR 80 / Southern Blvd.

Palm Beach County

FPID No. 419013-1-52-01

Decorative Lighting Coordination Meeting

Prepared by: Patsy Fuschetto

Attendees	Nancy Murray	Town of Palm Beach
	Bill Francis	Town of Palm Beach
	Mark Loree	Town of Palm Beach
	Alex Hansen	City of West Palm Beach
	Uyen Dang	City of West Palm Beach
	Brett Madison	Town of Palm Beach
	Vanita Saini	FDOT Consultant Management
	Luis Costa	AECOM PM
	Patsy Fuschetto	AECOM Lighting Engineer

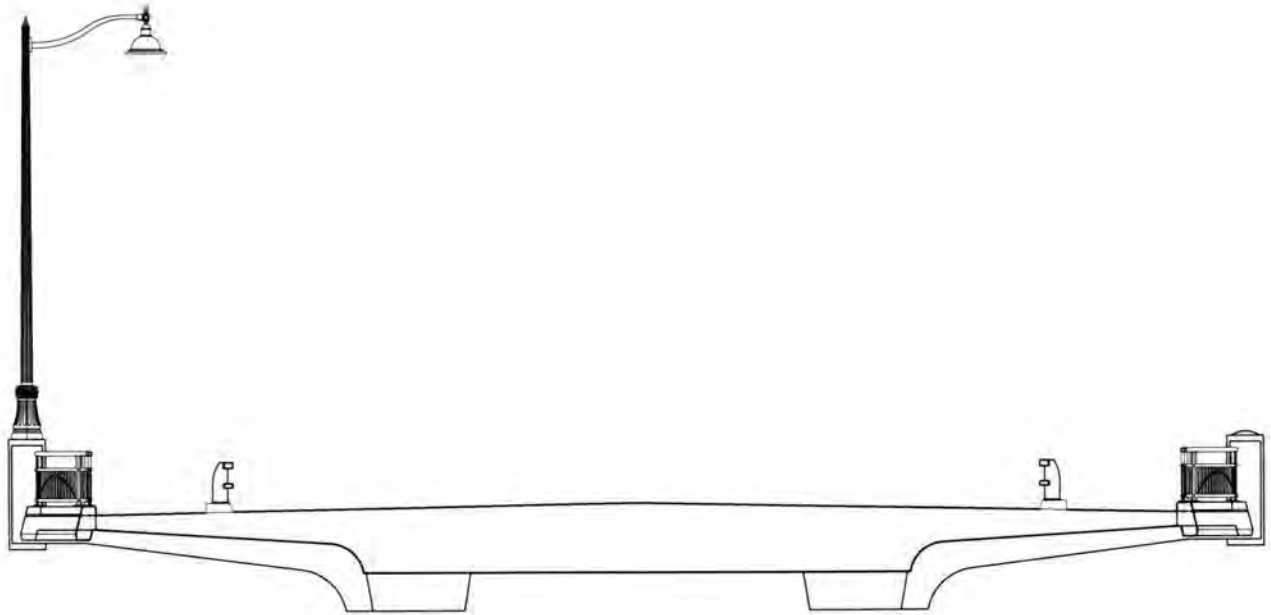
Summary of Discussion:

This meeting was held in order to achieve a consensus on the final selection of the decorative lighting fixtures for the above referenced project.

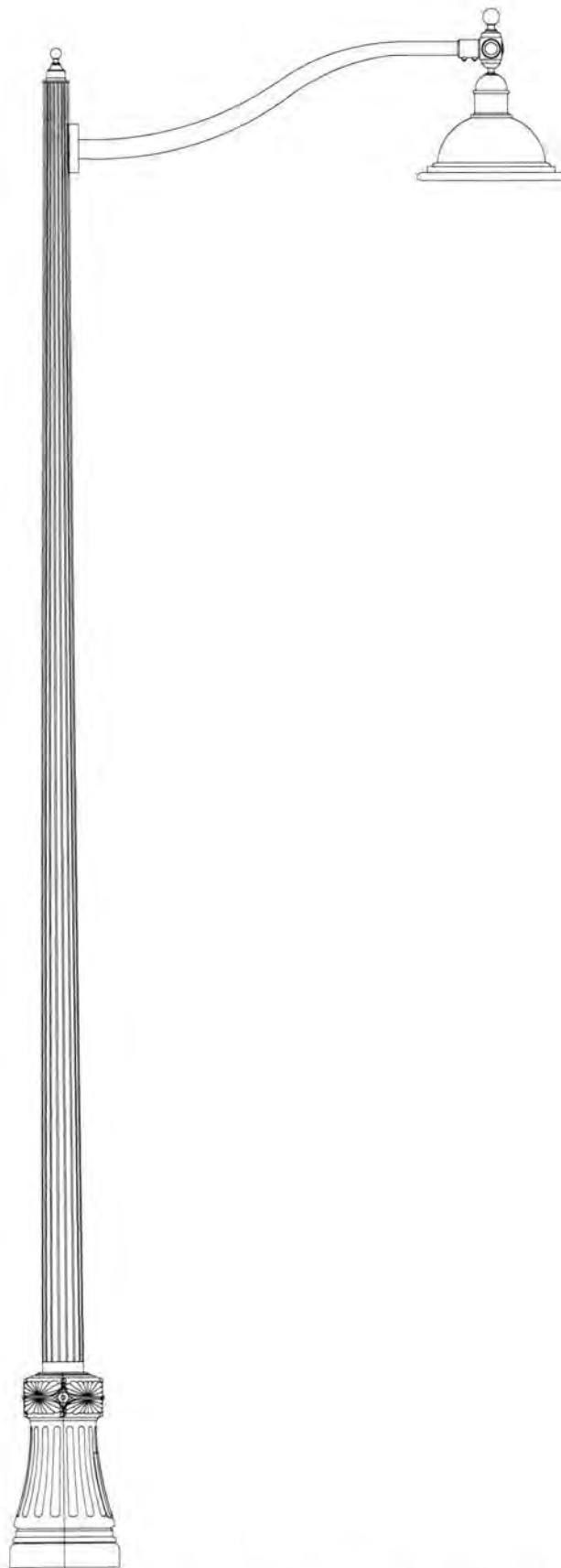
After a short deliberation and considering the extensive coordination that has preceded this meeting, the following fixture was recommended as the preferred option:

Omega Luminaire at a 25' mounting height, with fluted pole, Oxford base and CA 6' arm length, as detailed in the Sternberg Lighting catalog, or similar.

cc. All attendees



DECORATIVE LIGHTING DETAIL



DECORATIVE LIGHTING DETAIL

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EXHIBIT E

MAINTENANCE PLAN REQUIREMENTS

The **AGENCY** shall submit to the **DEPARTMENT** a maintenance plan within the Town of Palm Beach limits which is described in **Exhibit B**, detailing the means and methods for accomplishing repairs to the colored coatings on decorative light poles in accordance with all **DEPARTMENT** Standards, Procedures and Specifications. This plan must be submitted and approved by the **DEPARTMENT** prior to commencing any maintenance or repair activities. The plan should at minimum detail how the **AGENCY** will address the following:

1. Providing for continuous traffic control and necessary traffic control devices as required for the safe movement of traffic of vehicular and pedestrian traffic past the location of the structure being repaired for the duration of the repair in accordance with **DEPARTMENT** Standards, Procedures and Specifications.
2. Protection of adjacent surrounding property, real estate, vehicles, pedestrians, attachments to the light poles, or other assets during the preparation and recoating of surfaces.
3. Containment of debris or materials used in or resulting from the repair

After the maintenance plan is approved, the **AGENCY** shall submit a work plan to the **DEPARTMENT** for approval prior to each repair to be performed detailing:

1. The proposed date of the repair
2. The location of the repair
3. The nature of the repair
4. The materials to be used for the repair
5. The methods to be used for the repair

TOWN OF PALM BEACH

Information for Town Council Meeting on: November 10, 2015

To: Mayor and Town Council

Via: Thomas G. Bradford, Town Manager

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

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

Date: October 23, 2015

STAFF RECOMMENDATION

Town staff requests Town Council authorize the Town Manager to enter into a Decorative Lighting Maintenance Memorandum of Agreement (MMOA) with the Florida Department of Transportation (FDOT) on behalf of the Town for the Southern Boulevard Bridge Improvements Project.

GENERAL INFORMATION

As part of the Florida Department of Transportation's (FDOT) Southern Boulevard Bridge Improvements Project, the FDOT agreed to include certain decorative lighting improvements as part of the scope of the project, as requested and negotiated with the Town. As part of the negotiations, the Town, in turn, agrees to pay for the difference in cost between the originally proposed standard lighting and the decorative lighting upgrade, and maintain the decorative lighting, predominantly located along the Southern Boulevard causeway from the centerline of the Intracoastal Waterway channel to the A-1-A traffic circle, while the FDOT will continue to be responsible for maintenance of the roadway and hardscape portions of the project.

The proposed agreement is consistent with those entered into in the past.

FUNDING/FISCAL IMPACT

Funding for the maintenance of the decorative lighting under this agreement will continue to be contained within the Public Works annual operating budget. The funding for the lighting upgrades under this agreement will be included in a Locally Funded Agreement in another Town Council item this month and is fully contained within the Accelerated Capital Improvement Program – Phase 2.

TOWN ATTORNEY REVIEW

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

Attachment

cc: Eric Brown, P.E., Assistant Director of Public Works
William K. Francis, P.E., Town Engineer

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**FLORIDA DEPARTMENT OF TRANSPORTATION - DISTRICT FOUR
MAINTENANCE MEMORANDUM OF AGREEMENT (MMA)**

THIS AGREEMENT, made and entered into this _____ day of _____ 2015, by and between the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**, a component agency of the State of Florida, hereinafter called the **DEPARTMENT**, and **Town of Palm Beach**, a municipal corporation existing under the Laws of Florida, hereinafter called the **AGENCY**.

WITNESSETH:

WHEREAS, the **DEPARTMENT** has jurisdiction over State Road 80 / Southern Boulevard; and

WHEREAS, the **DEPARTMENT** seeks to install and have maintained by the **AGENCY** certain highway improvements; and

WHEREAS, as part of the continual updating of the State of Florida Highway System, the **DEPARTMENT**, for the purpose of safety, protection of the investment and other reasons, has constructed and does maintain State Road 80 / Southern Boulevard (within the limits of the **AGENCY**); and

WHEREAS, it is the intent of the **AGENCY** and the **DEPARTMENT** that the **AGENCY** shall maintain the specific elements constructed under Project Number 419013-1-52-01 to include decorative colored coated lighting installed along State Road 80 / Southern Boulevard beginning from the center of the Main Bridge, Mile Post (M.P) 21.382 to the end of the project / State Road A1A, M.P. 21.922; and

WHEREAS, the **AGENCY** has agreed to enter into a Local Funded Agreement (LFA) to fund the cost differential of the decorative colored coated lighting, to be executed concurrently with this Agreement; and

WHEREAS, as the **AGENCY** has no objection to this project, as indicated in **Exhibit A (Town of Palm Beach Acknowledgement Correspondence)**; and

WHEREAS, landscape and all other hardscape elements shall be maintained under a separate Agreement with the **AGENCY** and all amendments thereto; and

WHEREAS, the Project involves the scope of work as described within **Exhibit B (Project Location, Description and Aerial)**, **Exhibit C (Lighting Plans)** and **Exhibit D (Decorative Lighting Detail Sheet)**, which will benefit the **AGENCY**; and

WHEREAS, the parties hereto mutually recognize the need for entering into an Agreement designation and setting forth the responsibilities of each party; and

WHEREAS, the **AGENCY** by Resolution No. _____ dated _____, 20____ attached hereto and by this reference made a part hereof, desires to enter into this Agreement and authorizes its officers to do so;

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NOW THEREFORE, for and in consideration of the mutual benefits to flow each to the other, the parties covenant and agree as follows:

1. The recitals set forth above are true and correct and are deemed incorporated herein.
2. INSTALLATION OF FACILITIES

The **DEPARTMENT** has issued Project Number 419013-1-52-01 to reconstruct State Road 80 / Southern Boulevard as detailed in **Exhibit B (Project Location, Description and Aerial)**, **Exhibit C (Lighting Plans)** and **Exhibit D (Decorative Lighting Detail Sheet)**, which will benefit the **AGENCY**.

3. MAINTENANCE OF FACILITIES

A. The **AGENCY** agrees to maintain the improvements to be installed under Project Number 419013-1-52-01 within the limits of construction. Maintenance by the **AGENCY** will include repair, restoration, and general maintenance of all decorative or non-standard features within the limits of construction. Non-standard features are defined as items requested by the **AGENCY** that are not defined in the **DEPARTMENT'S** Design Standards. This includes Project Number 419013-1-52-01 to include decorative colored coated lighting installed along State Road 80 / Southern Boulevard beginning from the center of the Main Bridge, Mile Post (M.P) 21.382 to the end of the project / State Road A1A, M.P. 21.922.

- 1) The **AGENCY** shall be solely responsible for the maintenance and preservation of all colored coatings on light pole assemblies within the limits of construction. The **AGENCY** shall inspect the colored coatings on a yearly basis. All Maintenance or restoration activities shall be performed in accordance with a Maintenance Plan, as approved by the **DEPARTMENT**, as per the requirements in **Exhibit E (Maintenance Plan Requirements)**.
- 2) The above named functions to be performed by the **AGENCY** may be subject to periodic inspections by the **DEPARTMENT** at the discretion of the **DEPARTMENT**. Such inspection findings will be shared with the **AGENCY** and shall be the basis of all decisions regarding, reworking or AGREEMENT termination. The **AGENCY** shall not change or deviate from said plans without written approval of the **DEPARTMENT**.
- 3) The **AGENCY** shall be solely responsible for any damages to surrounding property, real estate, vehicles, pedestrians, attachments to the light poles, or other assets occurring as a result of coating operations and shall repair such damage to the satisfaction of the **DEPARTMENT** at no expense to the **DEPARTMENT**.
- 4) Lighting assemblies and systems shall be maintained in such a manner as to prolong the life of the lighting fixture and prevent potential safety hazards. Lighting shall meet requirements for the sea turtle nesting and hatchling seasons. Lights may be required to be turned off if they fail to meet requirements of the law or violate the Endangered Species Act and other law.

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B. It is understood and agreed by the parties that upon "final acceptance" (as that term is described in the Standard Specifications for Roadway and Bridge Construction, as amended by contract documents section 5-11) by the **DEPARTMENT** of the Project and Notice thereof to the **AGENCY**, the **AGENCY** shall be responsible for maintenance of the Project in accordance with the following Federally and State accepted standards (current editions at the time of execution of this Agreement and any amendments hereafter) and all costs related thereto: (a) FDOT Plans Preparation Manual (PPM), (b) Florida Green Book, (c) Standard Specifications for Roadway and Bridge Construction, as amended, (d) FDOT Design Standards and (e) Manual on Uniform Traffic Control Devices (MUTCD).

C. If it becomes necessary to provide utilities (water/electricity) to these improvements, all costs associated with the utilities, accent lighting and/or irrigation systems including, but not limited to the impact and connection fees, and the on-going cost of utility usage for water and electrical, are the maintaining **AGENCY'S** responsibility.

1) The **AGENCY** shall be directly responsible for impact and connection

AND

2) The **AGENCY** shall become responsible for the above named ongoing utility costs upon final acceptance of the construction project (including the improvements) by the **DEPARTMENT** and thereafter.

AND

3) The **AGENCY** shall be responsible for all improvements immediately after final acceptance of the construction project by the **DEPARTMENT**.

D. The above named functions to be performed by the **AGENCY** may be subject to periodic inspections by the **DEPARTMENT** at the discretion of the **DEPARTMENT**. Such inspection findings will be shared with the **AGENCY** and shall be the basis of all decisions regarding, repayment, reworking or Agreement termination.

E. Any work impacting traffic flow on State Road 80 / Southern Boulevard must be coordinated with the **DEPARTMENT**. Lane closures must be submitted for approval in accordance with **DEPARTMENT** procedures and policies and will meet the goals established in the **DEPARTMENT'S** Open Roads Policy.

4. NOTICE OF MAINTENANCE DEFICIENCIES

A. If, at any time while the terms of this AGREEMENT are in effect, it shall come to the attention of the **DEPARTMENT** that the **AGENCY'S** responsibility as established herein or a part thereof is not being properly accomplished pursuant to the terms of this AGREEMENT, the **DEPARTMENT** may issue a written notice, that a deficiency or deficiencies exist(s), by sending a certified letter to the **AGENCY**, in care of the TOWN OF PALM BEACH MANAGER, to place the **AGENCY** on notice regarding its maintenance deficiencies. Thereafter, the **AGENCY** shall have a period of sixty (60) days within which to correct the cited deficiency or deficiencies. It said deficiencies

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are not corrected within the time period, the **DEPARTMENT** may, at its option, proceed under one or more or a combination of the following items:

- 1) The **DEPARTMENT** may repair any item or a number of items. Corrective actions will be performed with the **DEPARTMENT** and/or its independent contractor's materials, equipment and personnel. The actual cost for such work will be charged to the **AGENCY**.
- 2) The **DEPARTMENT** may remove or replace any item or number of items with the standard **DEPARTMENT** item. Corrective actions will be performed with the **DEPARTMENT** and/or its independent contractor's materials, equipment and personnel. The actual cost for such work will be charged to the **AGENCY**.
- 3) If there is no standard equivalent item or if in the **DEPARTMENT's** discretion the item is not necessary for the operations of the roadway, the **DEPARTMENT** may remove the item in its entirety and restore the area to a condition acceptable to the **DEPARTMENT**. Corrective actions will be performed with the **DEPARTMENT** and/or its independent contractor's materials, equipment and personnel. The actual cost for such work will be charged to the **AGENCY**.
- 4) At the discretion of the **DEPARTMENT**, terminate the Agreement in accordance with Paragraph 7 of this Agreement and remove, by the **DEPARTMENT** or its Contractor's personnel, all of the improvements installed under this Agreement and charge the **AGENCY** the reasonable cost of such removal.

5. FUTURE DEPARTMENT IMPROVEMENTS

It is understood between the parties hereto that the improvements covered by this Agreement may be removed, relocated or adjusted at any time in the future as determined to be necessary by the **DEPARTMENT** in order that the adjacent state road be widened, altered or otherwise changed to meet with future criteria or planning of the **DEPARTMENT**.

6. FUTURE AGENCY IMPROVEMENTS

The **AGENCY** may construct additional improvements within the limits of the rights of ways identified as a result of this document, subject to the following conditions:

- 1) Plans for any new improvements shall be subject to approval by the **DEPARTMENT**. The **AGENCY** shall not change or deviate from said plans without written approval by the **DEPARTMENT**.
- 2) The **AGENCY** shall procure a permit and/ or Construction Agreement from the **DEPARTMENT**, as appropriate.
- 3) All improvements shall be developed and implemented in accordance with appropriate state safety and roadway design standards.
- 4) The **AGENCY** agrees to comply with the requirements of this Agreement with regard to any additional improvements installed at no cost to the **DEPARTMENT**.

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7. AGREEMENT TERMINATION

This Agreement may be terminated under any one (1) of the following conditions:

- 1) By the **DEPARTMENT**, if the **AGENCY** fails to perform its duties under this Agreement, following ten (10) days written notice. The **AGENCY** shall reimburse the **DEPARTMENT** for any expenditures for the installation of said improvements and the cost to remove and or replace said improvement with the standard improvement or remove in its entirety.
- 2) By the **DEPARTMENT**, for refusal by the **AGENCY** to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the **AGENCY** in conjunction with this Agreement.
- 3) By the **DEPARTMENT** with a six (6) month written notice.

8. AGREEMENT TERM

The term of this Agreement commences upon execution by all parties. The term of this Agreement shall remain in effect for Fifty (50) years.

9. LIABILITY AND INSURANCE REQUIREMENTS

- A. With respect to any of the **AGENCY'S** agents, consultants, sub-consultants, contractors, and/or sub-contractors, such party in any contract for the improvements shall agree to indemnify, defend, save and hold harmless the **DEPARTMENT** from all claims, demands, liabilities, and suits of any nature arising out of, because of or due to any intentional and/or negligent act or occurrence, omission or commission of such agents, consultants, sub consultants, contractors and/or subcontractors. The **AGENCY** shall provide to the **DEPARTMENT** written evidence of the foregoing upon the request of the **DEPARTMENT**. It is specifically understood and agreed that this indemnification clause does not cover or indemnify the **DEPARTMENT** for its own negligence.
- B. In the event that **AGENCY** contracts with a third party to provide the services set forth herein, any contract with such third party shall include the following provisions:
 - 1) **AGENCY'S** contractor shall at all times during the term of this Agreement keep and maintain in full force and effect, at contractor's sole cost and expense, Comprehensive General Liability with minimum limits of \$1,000,000.00 per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability and Worker's Compensation insurance with minimum limits of \$500,000.00 per Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability and Worker's Compensation policy without restrictive endorsements, as filed by the Insurance Services Office and shall name the **DEPARTMENT** as an additional insured.
 - 2) **AGENCY'S** contractor shall furnish **AGENCY** with Certificates of Insurance of

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Endorsements evidencing the insurance coverages specified herein prior to the beginning performance of work under this Agreement.

- 3) Coverage is not to cease and is to remain in full force and effect (subject to cancellation notice) until all performance required of **AGENCY'S** contractor is completed. All policies must be endorsed to provide the **DEPARTMENT** with at least thirty (30) days notice of cancellation and or/or restriction. If any of the insurance coverages will expire prior to the completion of work, copies of renewal policies shall be furnished at least (30) days prior to the date of expiration.

10. E-VERIFY REQUIREMENTS

The **AGENCY** shall

- 1) Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the **AGENCY** for the work performed under this AGREEMENT; and
 - 2) Expressly require any contractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
11. This writing embodies the entire Agreement and understanding between the parties hereto and there are no other Agreements and understanding, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby except the Landscape Memorandum of Agreement(s) signed between the parties, as amended, as to all other improvements not specifically mentioned in this Agreement and the LFA.
 12. The **DEPARTMENT**, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The **DEPARTMENT** shall require a statement from the Comptroller of the **DEPARTMENT** that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one (1) year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the **DEPARTMENT** which are for an amount in excess of TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) and which have a term for a period of more than one year.

13. DISPUTES

The **DEPARTMENT'S** District Secretary shall decide all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of this Agreement, the prosecution or fulfillment of the service hereunder and the character, quality, amount and value thereof; and his decision upon all claims, questions and disputes shall be final and conclusive upon the parties hereto.

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14. ASSIGNMENT

This Agreement may not be assigned or transferred by the **AGENCY** in whole or part without the consent of the **DEPARTMENT**.

15. LAWS GOVERNING

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The **AGENCY** agrees to waive forum and venue and the **DEPARTMENT** shall determine the forum and venue in which any dispute under this Agreement is decided.

16. NOTICES

Any and all notices given or required under this Agreement shall be in writing and either personally delivered with receipt acknowledgement or sent by certified mail, return receipt requested. All notices shall be sent to the following addresses.

If to the **DEPARTMENT**:

State of Florida Department of Transportation
3400 West Commercial Blvd
Ft. Lauderdale, FL 33309-3421
District Maintenance Engineer

If to the **AGENCY**:

Town of Palm Beach
360 South County Road
Palm Beach, FL 334820
Attention: Thomas G. Bradford
Title: Town Manager

With a copy to:

Town of Palm Beach
951 Old Okeechobee Road, Suite A
West Palm Beach, Florida 33401
Attention: William K. Francis, P.E.
Title: Town Engineer

17. LIST OF EXHIBITS

Exhibit A: Town of Palm Beach Acknowledgement Correspondence
Exhibit B: Project Location, Description and Aerial
Exhibit C: Lighting Plans
Exhibit D: Decorative Lighting Detail Sheet
Exhibit E: Maintenance Plan Requirements

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IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first above written.

TOWN OF PALM BEACH

By: _____
Chairperson / Mayor / Manager

Attest: _____ (SEAL)
Clerk

Legal Approval

Attorney

Date

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IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first above written.

DEPARTMENT:

ATTEST:

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

Executive Secretary
(SEAL)

By _____
Courtney Drummond, P.E., Director of Operations

Date: _____

Approval as to Form:

By _____
Dawn Raduano, District General Counsel

Date: _____

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EXHIBIT A

TOWN OF PALM BEACH ACKNOWLEDGEMENT CORRESPONDENCE

See email correspondence below per William K. Francis, P.E. dated 06/24/15

RE: commitment for decorative lighting-SR 80-419013-1

From: WFrancis@TownofPalmBeach.com [mailto:WFrancis@TownofPalmBeach.com]
Sent: Wednesday, June 24, 2015 5:54 PM
To: Saini, Vanita
Cc: JSanon@TownofPalmBeach.com; PBrazil@TownofPalmBeach.com;
EBrown@TownofPalmBeach.com; BMadison@TownofPalmBeach.com;
MLoree@TownofPalmBeach.com
Subject: Re: commitment for decorative lighting-SR 80-419013-1

Vanita:

I will be going to Council on July 14 for approval to negotiate the agreements. I will be presenting the costs at that time and would be able to commit after. It is up to you if you want to proceed preparing the paperwork until then. As far as the maintenance, we would agree to maintain the lighting in the "Town" only, and not the City. The design should reflect circuitry that would allow to isolate the two areas which I expect is at the centerline of the intracoastal.

William K. Francis, P.E.
Town Engineer
Town of Palm Beach
Public Works Department
951 Old Okeechobee Road
West Palm Beach, Florida 33401
Phone (561) 838-5440
Fax (561) 835-4691
wfrancis@townofpalmbeach.com

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EXHIBIT B

PROJECT LOCATION, DESCRIPTION AND AERIAL

Location:

- The improvements associated with this Agreement are located in the Town of Palm Beach, Palm Beach County, Florida along State Road 80 / Southern Boulevard beginning from the Main Bridge, Mile Post (M.P) 21.382 to the end of the project / State Road A1A, M.P. 21.922.

Description of Work:

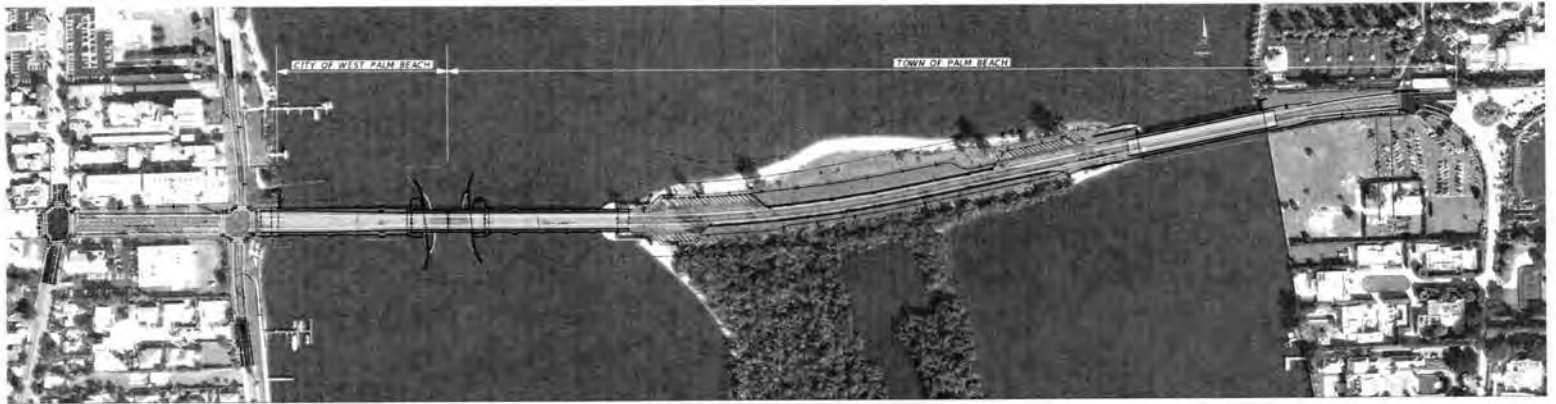
- Project Number 419013-1-52-01 to include decorative colored coated lighting installed.

Aerial:

- Please see next page for Project Aerial

It will be the responsibility of the **AGENCY** to maintain the features described in this Agreement.

[The remainder of this page intentionally left blank.]



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EXHIBIT C

LIGHTING PLANS

Lighting Plans prepared by URS Corporation Southern, dated May 27, 2015 as approved by the
DEPARTMENT.

LIGHTING PLANS (attached)

Sheets Included:

PDF Page Number (#)	Plan Sheet (#)	Sheet(s) Description
14	1	ROADWAY KEY SHEET
15	L-1	LIGHTING KEY SHEET
16	L-2	TABULATION OF QUANTITIES
17	L-3	GENERAL NOTES
18	L-4	POLE DATA AND LEGEND
19 - 28	L-5 – L-14	LIGHTING PLAN
29	L-15	SERVICE POINT DETAIL
30	L-16	POLE DETAIL

[The remainder of this page intentionally left blank.]

COMPONENTS OF CONTRACT PLANS SET

- ROADWAY PLANS
- SIGNALING AND PAVEMENT MARKING PLANS
- SIGNALIZATION PLANS
- LIGHTING PLANS
- STRUCTURE PLANS

* DETAILED INDEX APPEARS ON THE
KEY SHEET OF EACH COMPONENT

INDEX OF ROADWAY PLANS

SHEET NO.	SHEET DESCRIPTION
1	KEY SHEET
2	SUMMARY OF DAY ITEMS
3	DRAINAGE MAP
4	TYPICAL SECTIONS
5	TYPICAL SECTION DETAILS
6	SUMMARY OF QUANTITIES
7	SUMMARY OF DRAINAGE STRUCTURES
8	OPTIONAL MATERIALS TABULATION
9	GENERAL NOTES
10	ROADWAY PLAN
11	DRAINAGE PLAN
12	ROADWAY PROFILE SR 80/SOUTHERN BLVD
13	ROADWAY PROFILE FLAGLER DRIVE (SOUTH)
14	ROADWAY PROFILE FLAGLER DRIVE (NORTH)
15	DRAINAGE STRUCTURES
16	DRAINAGE DETAILS
17	INTERSECTION GRADING PLAN
18	CROSS SECTIONS SR 80/WASHINGTON BLVD
19	CROSS SECTIONS FLAGLER DRIVE
20	STORMWATER POLLUTION PREVENTION PLAN
21	TRAFFIC CONTROL PLANS
22	TRAFFIC CONTROL PHASE 1A
23	TRAFFIC CONTROL PLANS PHASE 1B
24	TRAFFIC CONTROL PLANS PHASE 2
25	TRAFFIC CONTROL PLANS PHASE 3A
26	TRAFFIC CONTROL CROSS SECTIONS PHASE 1A
27	TRAFFIC CONTROL PLANS PHASE 1B
28	TRAFFIC CONTROL CROSS SECTIONS PHASE 1B
29	TRAFFIC CONTROL PLANS PHASE 2
30	TRAFFIC CONTROL CROSS SECTIONS PHASE 2
31	TRAFFIC CONTROL PLANS PHASE 3
32	TRAFFIC CONTROL CROSS SECTIONS PHASE 3
33	TRAFFIC CONTROL PHASE 3B
34	TRAFFIC CONTROL CROSS SECTIONS PHASE 3B
35	TEMPORARY SIGNALIZATION PLAN
36	UTILITY ADJUSTMENTS
37	ROADWAY SOIL SURVEY
38	PROJECT NETWORK CONTROL
39	SUMMARY OF VEHICLE UTILITIES

* Only Sheets Included for MMOA

GOVERNING STANDARDS AND SPECIFICATIONS:
Florida Department of Transportation, January 2004 Design Standards
and Revised Index Drawings as Applicable, and 2005 Standard
Specifications for Road and Bridge Construction, as amended by
Contract Addendum.

All Design Standards (not the Design Standards, Inc. or the
following web site:
<http://www.dot.state.fl.us/design>

For the standard specifications for Road and Bridge
Construction, click on the "Specifications" link at the following
web site:
<http://www.dot.state.fl.us/specs/Specifications.htm>

REVISIONS

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

CONTRACT PLANS

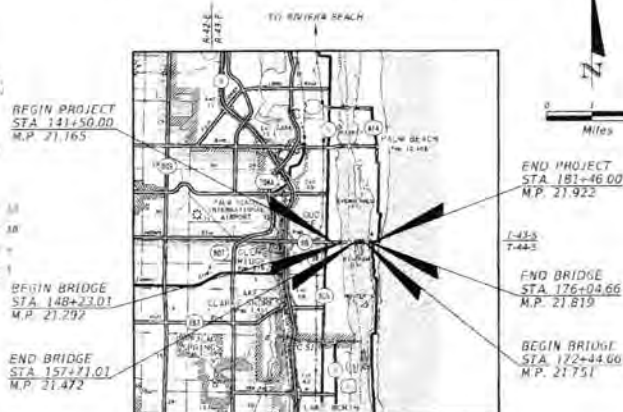
FINANCIAL PROJECT ID 419013-1-52-01

(FEDERAL FUNDS)

PALM BEACH COUNTY (93120)

STATE ROAD NO. 80

FROM WASHINGTON RD TO SR-A1A/SOUTH OCEAN BLVD



BEGIN PROJECT
STA 141+50.00
M.P. 21.165

BEGIN BRIDGE
STA 148+23.01
M.P. 21.292

END BRIDGE
STA 157+71.01
M.P. 21.472

END PROJECT
STA 181+46.00
M.P. 21.922

END BRIDGE
STA 176+04.66
M.P. 21.819

BEGIN BRIDGE
STA 172+44.00
M.P. 21.751

PROJECT LENGTH IS BASED ON THE E.O.P. OF CONSTRUCTION SR 80

LENGTH OF PROJECT

	LINEAR FEET	MILES
ROADWAY	2,448.00	0.509
BRIDGES	1,104.00	0.249
NET LENGTH OF PROJECT	3,552.00	0.758
EXCEPTIONS		
GROSS LENGTH OF PROJECT	3,552.00	0.758

DOT PROJECT MANAGER: VANITA SATHI, P.E.

DATE	DESCRIPTION

ROADWAY PLANS
ENGINEER OF RECORD: ANTHONY SPAMENI, P.E.

P.E. NO. 20038

FISCAL YEAR	SHEET NO.
16	1

CONSTRUCTION CONTRACT NO.



LOCATION OF PROJECT

ROADWAY SHOP DRAWINGS
TO BE SUBMITTED TO:

ANTHONY SPAMENI, P.E.
1800 CONGRESS AVENUE, SUITE 200
BOCA RATON, FL 33487
(561) 994-5500

PLANS PREPARED BY:

URS CORPORATION SOUTHERN
1800 CONGRESS AVENUE, SUITE 200
BOCA RATON, FL 33487
(561) 994-5500
FEDERAL NUMBER OF 39208/095-001
CONTRACT NUMBER C-012
(CERTIFICATE OF AUTHORIZATION
NO. SB 00000002)

NOTE: THE SCALE OF THESE PLANS MAY
HAVE CHANGED DUE TO REPRODUCTION

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

CONTRACT PLANS

FINANCIAL PROJECT ID 419013-1-52-01
(FEDERAL FUNDS)

PALM BEACH COUNTY (93120)

STATE ROAD NO. 80
FROM WASHINGTON RD TO SR-A1A/SOUTH OCEAN BLVD

LIGHTING PLANS

INDEX OF LIGHTING PLANS

SHEET NO.	SHEET DESCRIPTION
1	KEY SHEET
2	TABULATION OF QUANTITIES
3	GENERAL NOTES
4	PILE DATA AND LEGEND
5	LIGHTING PLAN
6	SERVICE POINT DETAIL
7	POLY DETAIL



LIGHTING SHOP DRAWINGS
TO BE SUBMITTED TO:
PATSY KUSCHETTO, P.E.
7800 CONGRESS AVENUE, SUITE 200
BOCA RATON, FL 33487
(561) 994-8300

PLANS PREPARED BY:
URS CORPORATION SOUTHERN
7800 CONGRESS AVENUE, SUITE 200
BOCA RATON, FL 33487
(561) 994-8300
VENDOR NUMBER VF 552087895-001
CONTRACT NUMBER C 813
CERTIFICATE OF AUTHORIZATION
NO. EM 00055002

NOTE: THE SCALE OF THESE PLANS MAY
HAVE CHANGED DUE TO REPRODUCTION

KEY SHEET REVISIONS	
DATE	DESCRIPTION

LIGHTING PLANS
ENGINEER OF RECORD: PATSY KUSCHETTO, P.E.

P.E. NO. 70364

FISCAL YEAR	SHEET NO.
16	L-1

FDOT PROJECT MANAGER: VANITA SAINI, P.E.

TABULATION OF QUANTITIES (419013-1-52-01)

PAY ITEM NO.	DESCRIPTION	UNIT	SHEET NUMBERS														GRAND TOTAL	REF. SHEET						
			L-5		L-6		L-7		L-8		L-9		L-10		L-11				L-12		L-13		L-14	
			PLAN	FINAL	PLAN	FINAL	PLAN	FINAL	PLAN	FINAL	PLAN	FINAL	PLAN	FINAL	PLAN	FINAL			PLAN	FINAL	PLAN	FINAL	PLAN	FINAL
630-2-11	CONDUIT, F&I, OPEN TRENCH	LF	284		615				747		1121		707		329		53		162		72		4090	
630-2-12	CONDUIT, F&I, DIRECTIONAL BORE	LF			260								49				45						354	
635-2-11	PULL BOX, F&I, 13"x24"	EA	3		12			9		11		7		8		1		2		1			54	
715-1-12	LIGHTING CONDUCTORS, F&I, NO 8 TO NO 8	LF		1137		4071																	3498	
715-1-13	LIGHTING CONDUCTORS, F&I, NO 4 TO NO 2	LF						2990		9760		4946		2239		214				289			17249	
715-4-111	LIGHT POLE COMPLETE, F&I, 150, 40' MH	EA	3		7																		4	
715-4-119	LIGHT POLE COMPLETE, F&I, 150, CUSTOM MH	EA			1													1					2	
715-4-608	LIGHT POLE COMPLETE, REMOTE	EA			1		2		3				2						1				9	
715-1-117	LOAD CENTER, F&I, SECONDARY VOLTAGE	EA																					2	
715-500-1	LIGHT POLE CABLE DIST SYS, F&I, CONVENTIONAL	EA	2		2			1		5		2				1				7			13	
715-500-3	LIGHT POLE CABLE DIST SYS, F&I, WALL MOUNT	EA			3		8	9		6		6		5		1				7			39	
715-511-123	LIT POL COMP SPC, F&I, SGL ARM SHLDH MNT, ALUM, 25'	EA																						
715-513-125	LIT POL COMP SPC, F&I, SGL ARM WALL MNT, ALUM, 25'	EA																						
715-512-140	LIT POL COMP SPC, F&I, SGL ARM WALL MNT, ALUM, 40'	EA				1																	1	
715-515-125	LIT POL COMP SPC, F&I, SGL ARM BRDG MNT, ALUM, 25'	EA						2															2	
715-515-225	LIT POL COMP SPC, F&I, SGL ARM BRDG MNT, DALI, 25'	EA						2															2	

TABULATION OF QUANTITIES (419013-1-52-02)

PAY ITEM NO.	DESCRIPTION	UNIT	SHEET NUMBERS														GRAND TOTAL	REF. SHEET						
			L-5		L-6		L-7		L-8		L-9		L-10		L-11				L-12		L-13		L-14	
			PLAN	FINAL	PLAN	FINAL	PLAN	FINAL	PLAN	FINAL	PLAN	FINAL	PLAN	FINAL	PLAN	FINAL			PLAN	FINAL	PLAN	FINAL	PLAN	FINAL
715-511-123	LIT POL COMP SPC F&I SGL ARM SHLDH MNT ALUM 25'	EA					1		5		2					1						9		
715-513-123	LIT POL COMP SPC F&I SGL ARM WALL MNT ALUM 25'	EA					7		6		5		2									20		
715-515-125	LIT POL COMP SPC F&I SGL ARM BRDG MNT ALUM 25'	EA			3		2				1		3									9		

TABULATION OF QUANTITIES (419013-1-52-03)

PAY ITEM NO.	DESCRIPTION	UNIT	SHEET NUMBERS														GRAND TOTAL	REF. SHEET						
			L-5		L-6		L-7		L-8		L-9		L-10		L-11				L-12		L-13		L-14	
			PLAN	FINAL	PLAN	FINAL	PLAN	FINAL	PLAN	FINAL	PLAN	FINAL	PLAN	FINAL	PLAN	FINAL			PLAN	FINAL	PLAN	FINAL	PLAN	FINAL
715-515-125	LIT POL COMP SPC, F&I, SGL ARM BRDG MNT, ALUM, 25'	EA		4		1															5			

REVISIONS				DATE	DESCRIPTION	PAIDY PUSCHETTO, PE PE LICENSE NUMBER 70364 URS CORPORATION SOUTHERN 1800 CONGRESS AVENUE, SUITE 200 BOCA RATON, FL 33489 CERTIFICATE OF AUTHORIZATION #R 00000002	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION				ROAD NO.	COUNTY	FINANCIAL PROJECT ID	
							80	PALM BEACH	419013-1-52-01	L-2

LIGHTING NOTES

1. LIGHTING MAINTAINING AGENCIES

WEST OF THE BASCULE BRIDGE: CITY OF WEST PALM BEACH
 EAST OF THE BASCULE BRIDGE: TOWN OF PALM BEACH
 BASCULE BRIDGE: PIER TO PIER FOOT
 FLAGLER DRIVE: CITY OF WEST PALM BEACH

2. UTILITY / AGENCY OWNERS

COMPANY	CONTACT	TELEPHONE NUMBERS
AT&T	GARTH BEDWARD	561-257-8553
CITY OF WEST PALM BEACH	LAURA LE	561-494-1093
COMCAST	ANTHONY SPRINGSTEN	561-804-0973
FLORIDA PUBLIC UTILITIES	DALF BUTCHER	561-366-1635
FPL DISTRIBUTION	ALAN BOAZ	561-815-1747
PALM BEACH COUNTY TRAFFIC OPERATIONS	SUPERINTENDENT	561-733-3900
MBC ENGINEERING & PUBLIC WORKS	FATIMAH Y. JAFAR	561-888-4030
TOWN OF PALM BEACH	DOUG TERRY	561-838-5440
FOOT LIGHTING	DEAN MORRIS	954-777-4218

- PULL BOX COVER SHALL BE BOLTED TO THE PULL BOX USING A TAMPER PROOF BOLT
- LIGHT POLE FOUNDATIONS SHALL BE INSTALLED AT A GRADE THAT IS FLUSH WITH THE ADJACENT AND SURROUNDING SIDEWALK
- THE CONTRACTOR SHALL CONTACT THE PALM BEACH OPERATIONS SIGNALIZATION / LIGHTING COORDINATION FOR ALL LIGHTING INSPECTIONS AT THE PALM BEACH OPERATION CENTER (561) 432-4996

REVISIONS				STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			GENERAL NOTES	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION	ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
				80	PALM BEACH	418033-1-52 DE		L-3

PATSY FUSCHETTO, P.E.
 P.E. LICENSE NUMBER 78384
 URS CORPORATION SOUTHERN
 7800 CONGRESS AVENUE, SUITE 200
 BOCA RATON, FL 33497
 CERTIFICATE OF AUTHORIZATION #B 00002002

POLE DATA

PO#	C/R/CUT	STATION	SIDE	DIST OR BATTAGE	LUMINAIRE BATTAGE	MOUNTING HEIGHT	POLE SETBACK	PAY ITEM
1	A-1	142+52.59	LT	15'	250	40'	BACK OF SIDEWALK	715-4-111
2	A-1	143+80.00	LT	15'	250	40'	BACK OF SIDEWALK	715-4-111
3	A-1	145+30.00	LT	15'	250	40'	BACK OF SIDEWALK	715-4-111
4	A-1	146+78.38	LT	15'	250	40'	BEHIND GRAVITY WALL	715-4-111
5	A-1	147+53.14	RT	15'	250	40'	PIASTER MOUNTED	715-513-125
6	A-2	148+23.01	LT	6'	160	25'	BRIDGE MOUNTED	715-515-125
7	A-2	148+95.01	RT	6'	160	25'	BRIDGE MOUNTED	715-515-125
8	A-2	149+67.01	LT	6'	160	25'	BRIDGE MOUNTED	715-515-125
9	A-2	150+39.01	RT	6'	160	25'	BRIDGE MOUNTED	715-515-125
10	A-2	151+11.01	LT	6'	160	25'	BRIDGE MOUNTED	715-515-125
11	NDP-1	151+82.12	RT	6'	160	25'	PIASTER MOUNTED	715-513-125
12	NDP-1	152+61.84	LT	6'	160	25'	BRIDGE MOUNTED	715-515-125
13	NDP-1	153+32.17	RT	6'	160	25'	BRIDGE MOUNTED	715-515-125
14	NDP-1	154+11.01	LT	6'	160	25'	BRIDGE MOUNTED	715-515-125
15	B-1	154+83.03	RT	6'	160	25'	BRIDGE MOUNTED	715-515-125
16	B-1	155+55.01	LT	6'	160	25'	BRIDGE MOUNTED	715-515-125
17	B-1	156+27.05	RT	6'	160	25'	BRIDGE MOUNTED	715-515-125
18	B-1	156+99.01	LT	6'	160	25'	BRIDGE MOUNTED	715-515-125
19	B-1	157+71.02	RT	6'	160	25'	BRIDGE MOUNTED	715-515-125
20	B-1	158+42.39	LT	6'	160	25'	PIASTER MOUNTED	715-513-125
21	B-1	159+00.73	LT	6'	160	25'	PIASTER MOUNTED	715-513-125
22	B-1	159+32.21	RT	6'	160	25'	PIASTER MOUNTED	715-513-125
23	B-1	159+98.22	LT	6'	160	25'	PIASTER MOUNTED	715-513-125
24	B-1	160+20.35	RT	6'	160	25'	PIASTER MOUNTED	715-513-125
25	B-1	160+87.00	LT	6'	160	25'	PIASTER MOUNTED	715-513-125
26	B-1	161+25.73	RT	6'	160	25'	PIASTER MOUNTED	715-513-125
27	B-1	161+78.56	LT	6'	160	25'	BACK OF SIDEWALK	715-511-125
28	B-1	162+30.24	RT	6'	160	25'	PIASTER MOUNTED	715-513-125
29	B-1	162+78.42	LT	6'	160	25'	BACK OF SIDEWALK	715-511-125
30	B-1	163+25.76	RT	6'	160	25'	PIASTER MOUNTED	715-513-125
31	B-2	163+73.21	LT	6'	160	25'	BACK OF SIDEWALK	715-511-125
32	B-2	164+29.08	RT	6'	160	25'	PIASTER MOUNTED	715-513-125
33	B-2	164+82.94	LT	6'	160	25'	BACK OF SIDEWALK	715-511-125
34	B-2	165+25.36	LT	6'	160	25'	PIASTER MOUNTED	715-513-125
35	B-2	165+80.67	RT	6'	160	25'	BACK OF SIDEWALK	715-511-125
36	B-2	166+26.43	LT	6'	160	25'	PIASTER MOUNTED	715-513-125
37	B-2	166+78.80	RT	6'	160	25'	BACK OF SIDEWALK	715-511-125
38	B-2	167+25.00	LT	6'	160	25'	PIASTER MOUNTED	715-513-125
39	B-2	167+99.89	LT	6'	160	25'	BACK OF SIDEWALK	715-511-125
40	B-2	168+85.73	RT	6'	160	25'	BACK OF SIDEWALK	715-511-125
41	B-2	169+25.28	LT	6'	160	25'	PIASTER MOUNTED	715-513-125
42	B-2	169+81.03	RT	6'	160	25'	PIASTER MOUNTED	715-513-125
43	B-2	170+34.27	LT	6'	160	25'	PIASTER MOUNTED	715-513-125
44	B-2	170+94.27	RT	6'	160	25'	PIASTER MOUNTED	715-513-125
45	B-2	171+41.92	LT	6'	160	25'	PIASTER MOUNTED	715-513-125
46	B-2	172+44.66	RT	6'	160	25'	BRIDGE MOUNTED	715-515-125
47	B-2	173+84.86	LT	6'	160	25'	BRIDGE MOUNTED	715-515-125
48	B-2	174+51.66	RT	6'	160	25'	BRIDGE MOUNTED	715-515-125
49	B-2	175+59.68	LT	6'	160	25'	BRIDGE MOUNTED	715-515-125
50	B-2	176+78.00	RT	6'	160	25'	PIASTER MOUNTED	715-513-125
51	B-2	178+02.14	RT	6'	160	25'	PIASTER MOUNTED	715-513-125
52	B-2	179+54.37	RT	6'	160	25'	BACK OF SIDEWALK	715-511-125
53	A-1	18+82.88 C CONST. FLAGGER DRIVE	LT	10'	250	30'	BACK OF SIDEWALK	715-4-111
54	A-1	18+12.31 C CONST. FLAGGER DRIVE	RT	10'	250	30'	BACK OF SIDEWALK	715-4-111

LIGHTING DESIGN CRITERIA

AVERAGE INITIAL INTENSITY	1.50 FOOT CANDLES
UNIFORMITY RATIO AVG./MIN.	4:1 OR LESS
MAX./MIN.	10:1 OR LESS
WIND SPEED	150 MPH

LEGEND

SYMBOLS

DESCRIPTION

1. FOR WAVE 1/23 OPERATING LUMINAIRE PROVIDING THE TYPE 11 DISTRIBUTION, WAVE 1/23 OR 1461 OPERATING WAVE 1/23
MOUNTING HEIGHT FOR PILE DATA USE STANDARD LIGHTING CURVE 152/NEED 140/104615224 OR PIGM.

2. HIGH PRESSURE SOD OR LUMINAIRE DESIGNED FOR MEDIUM HALL CUTOFF TYPE 11 DISTRIBUTION, INTORAL REGULATION
TYPE BALLAST WAVE 1/23 OR 1461 OPERATING PILE MOUNTING HEIGHT AND LUMINAIRE WAVE 1/23 OR 1461 DATA. USE
GENERAL ELECTRIC CURVE 15-15/104 OR 1461.

3. EXISTING PILE AND LUMINAIRE TO REMAIN

4. EXISTING PILE AND LUMINAIRE TO BE REMOVED

5. UNDERGROUND CONDUIT WITH 1/2" MINIMUM ALP CONDUIT SIZE. INSIDE CONDUIT SIZE AS SHOWN ON PLAN SHEETS. USE
TYPE 11 COPPER BOND CONDUCTOR WAVE 1/23 OR 1461 GREEN INSULATION. SIZE AS SHOWN ON PLAN SHEETS. INSIDE CONDUIT
WITH 1/2" MINIMUM ALP CONDUIT SIZE.

6. 2" BOTTLE LAMP BOND CONDUIT WITH 1/2" MINIMUM ALP CONDUCTORS INSIDE. USE 1/2" MINIMUM ALP CONDUIT SIZE AS SHOWN
ON PLAN SHEETS. INSIDE CONDUIT WITH 1/2" MINIMUM ALP CONDUCTORS INSIDE. USE 1/2" MINIMUM ALP CONDUIT SIZE AS SHOWN ON PLAN
SHEETS. INSIDE CONDUIT WITH 1/2" MINIMUM ALP CONDUCTORS.

7. UNDER PAVEMENT CONDUITS WITH 1/2" MINIMUM ALP CONDUCTORS INSIDE. USE 1/2" MINIMUM ALP CONDUIT SIZE AS SHOWN
ON PLAN SHEETS. INSIDE CONDUIT WITH 1/2" MINIMUM ALP CONDUCTORS INSIDE. USE 1/2" MINIMUM ALP CONDUIT SIZE AS SHOWN ON PLAN
SHEETS. INSIDE CONDUIT WITH 1/2" MINIMUM ALP CONDUCTORS.

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203. 1/2" MIN. ALP

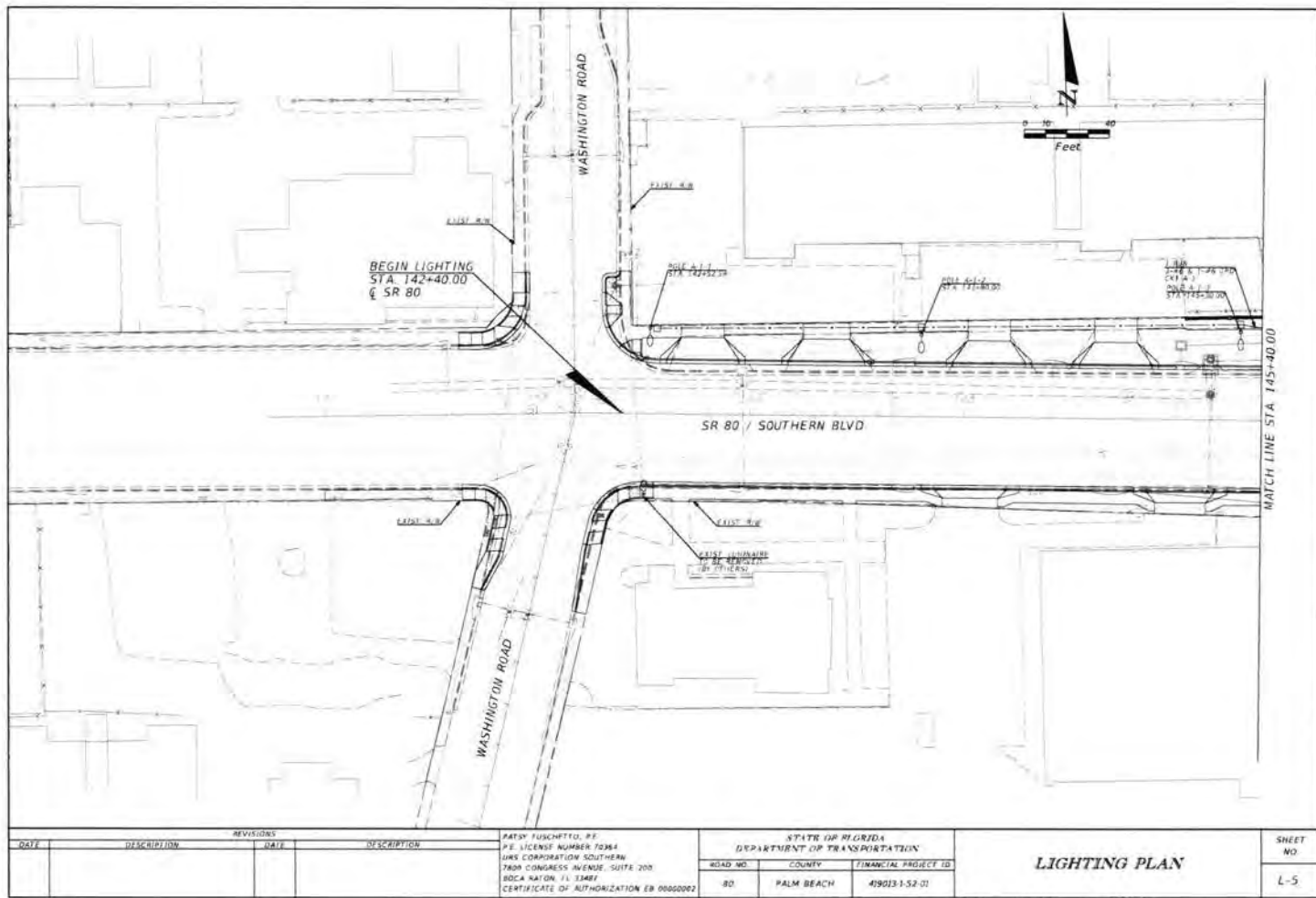
204. 1/2" MIN. ALP

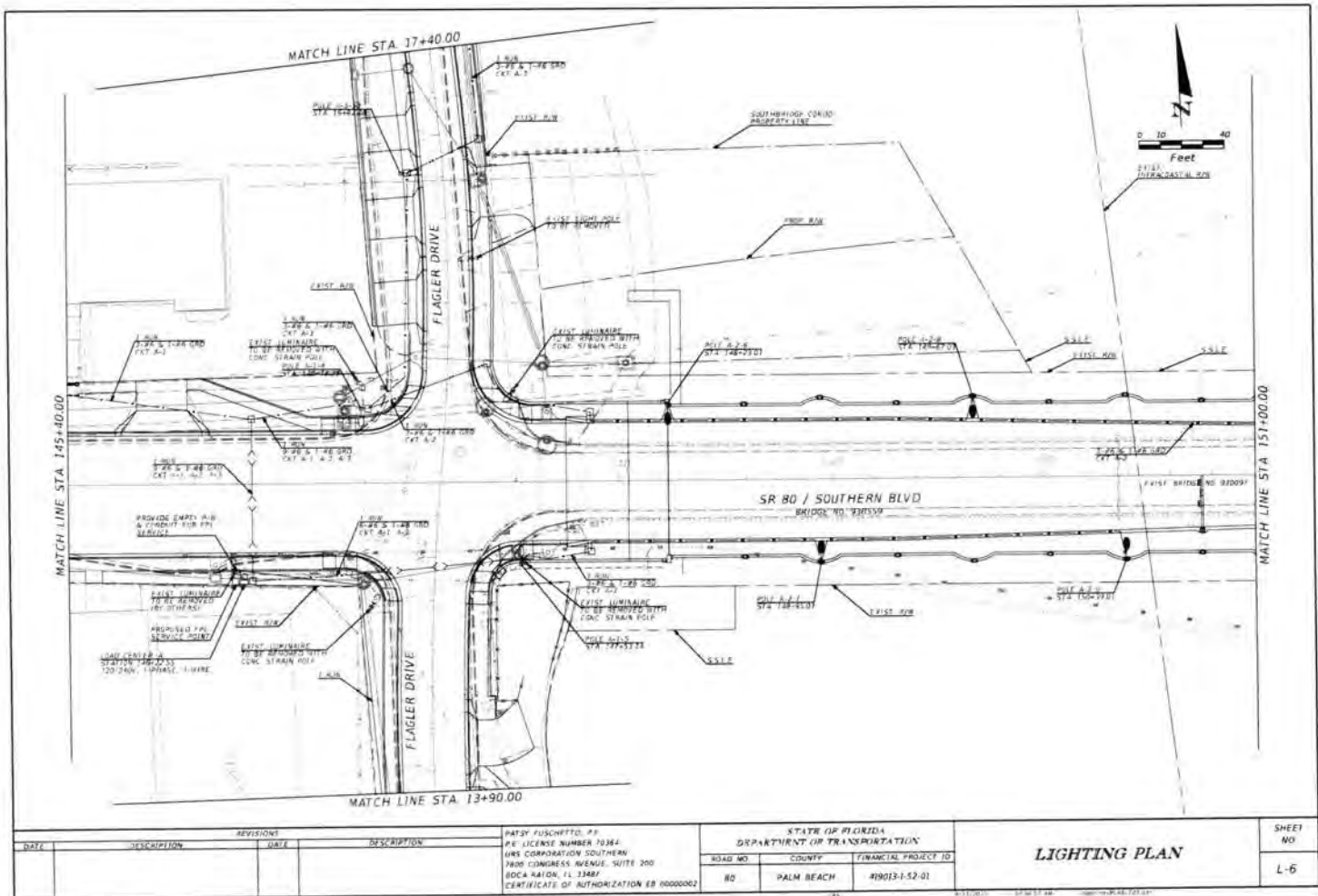
205. 1/2" MIN. ALP

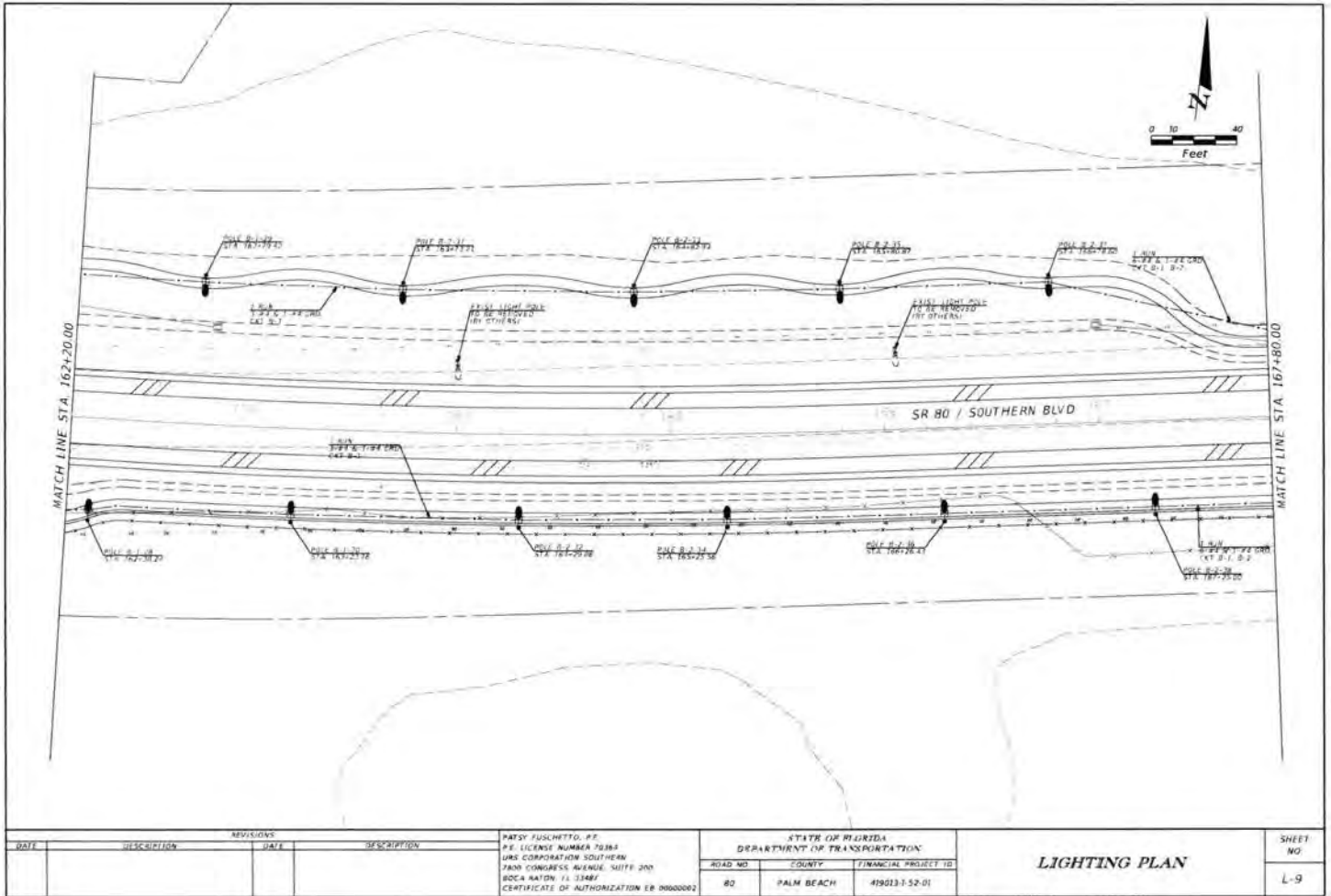
206. 1/2" MIN. ALP

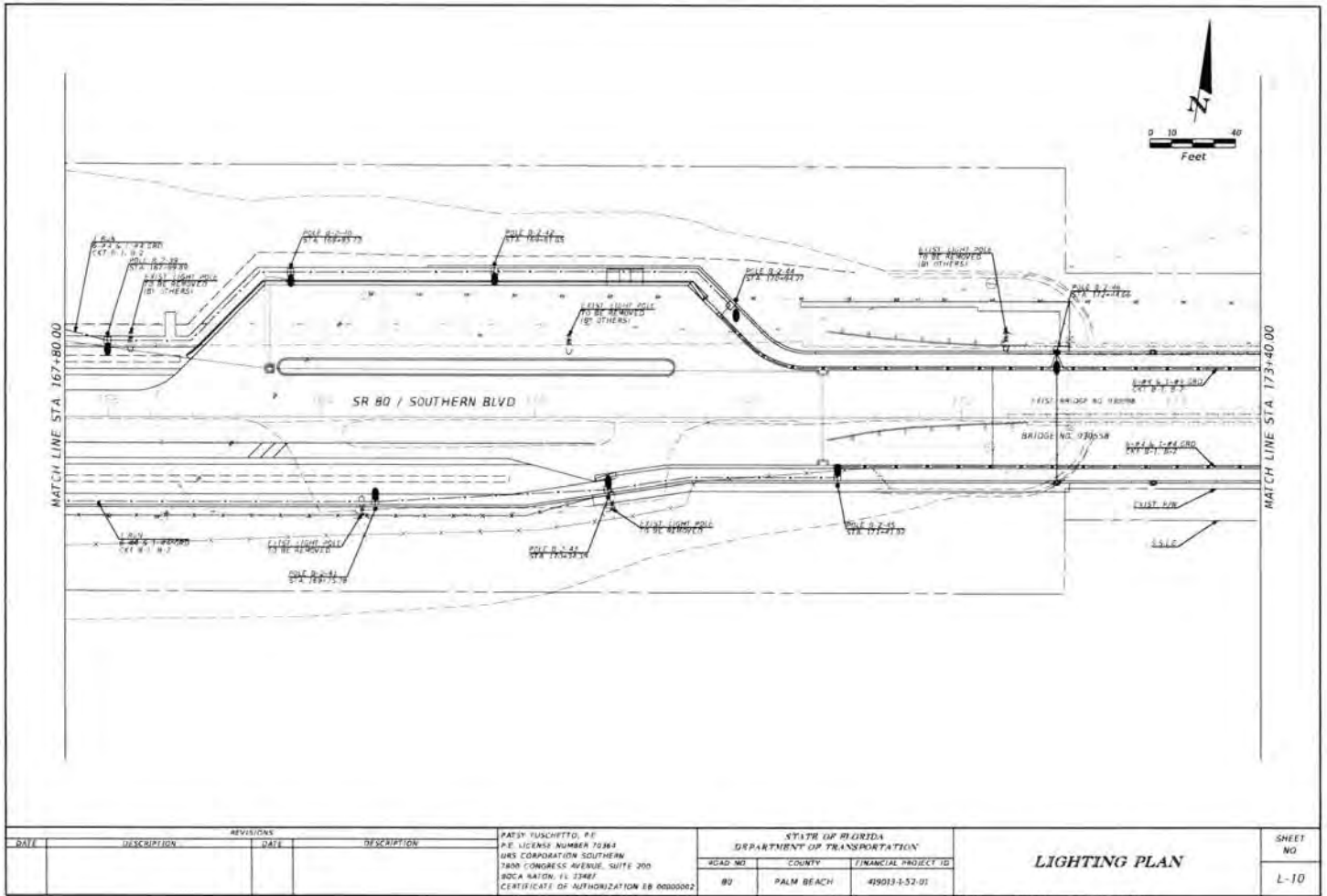
207. 1/2" MIN. ALP

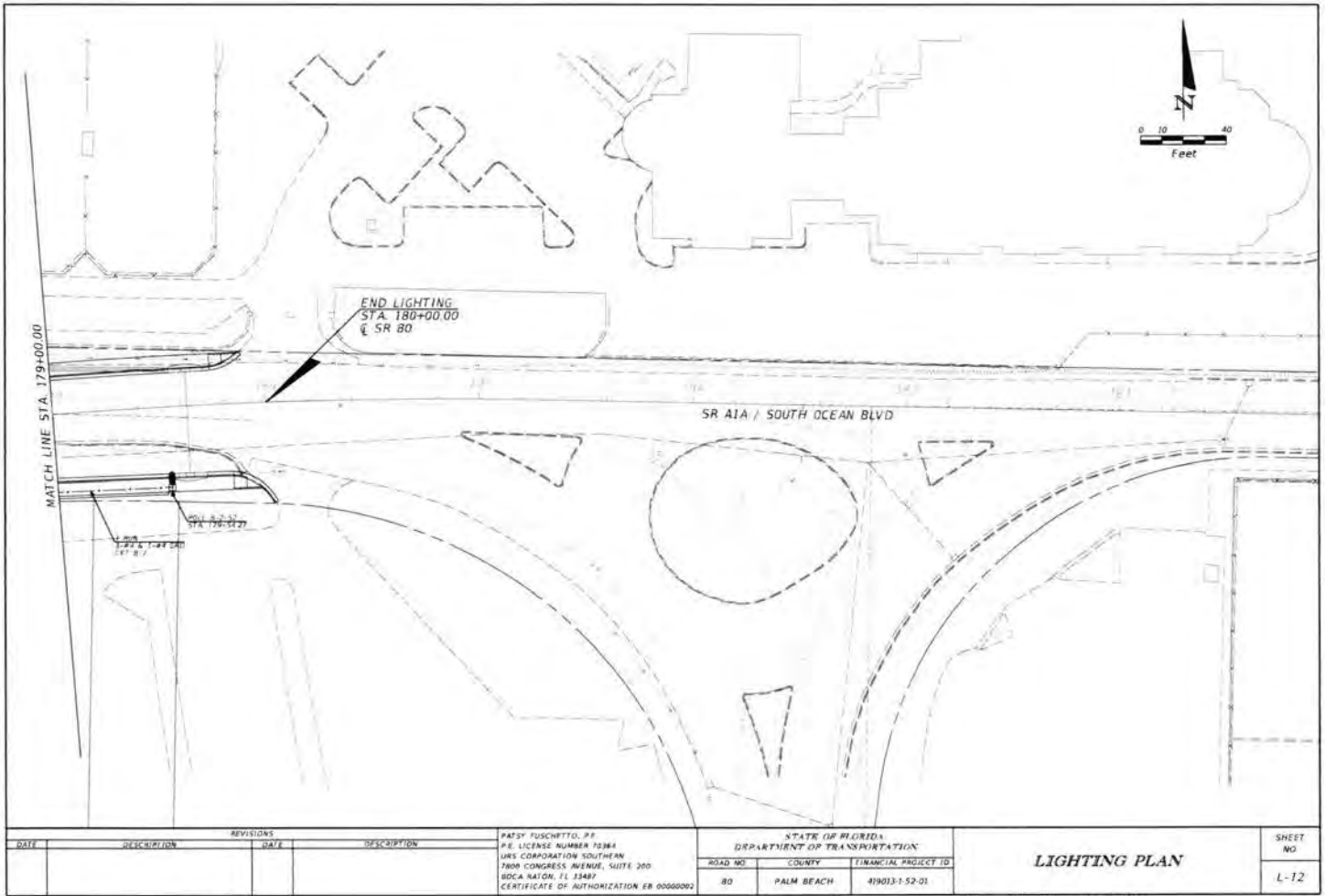
REVISIONS				PAUL FUSCHETTO, P.E. FE LICENSE NUMBER 10884 H&S CORPORATION SOUTHEAST 7900 CONGRESS AVENUE SUITE 200 BOCA RATON FL 33487 CERTIFICATE OF AUTHORIZATION EB 00000002	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			POLE DATA AND LEGEND	SHEET NO	
DATE	TOP	DESCRIPTION	DATE		DESCRIPTION	ROAD NO.	COUNTY		FINANCIAL PROJECT ID	L-4
						80	PALM BEACH		49003-652-01	

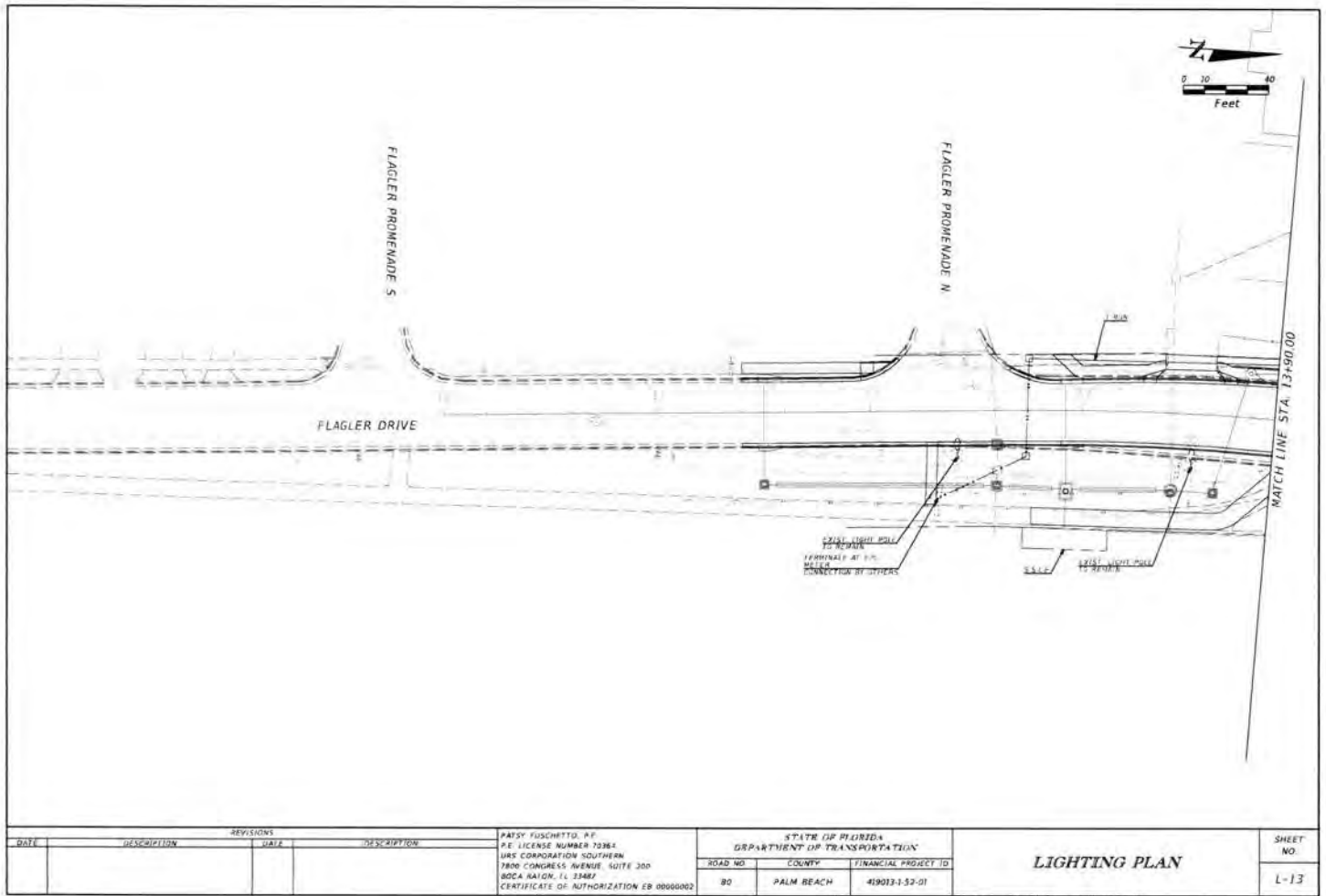




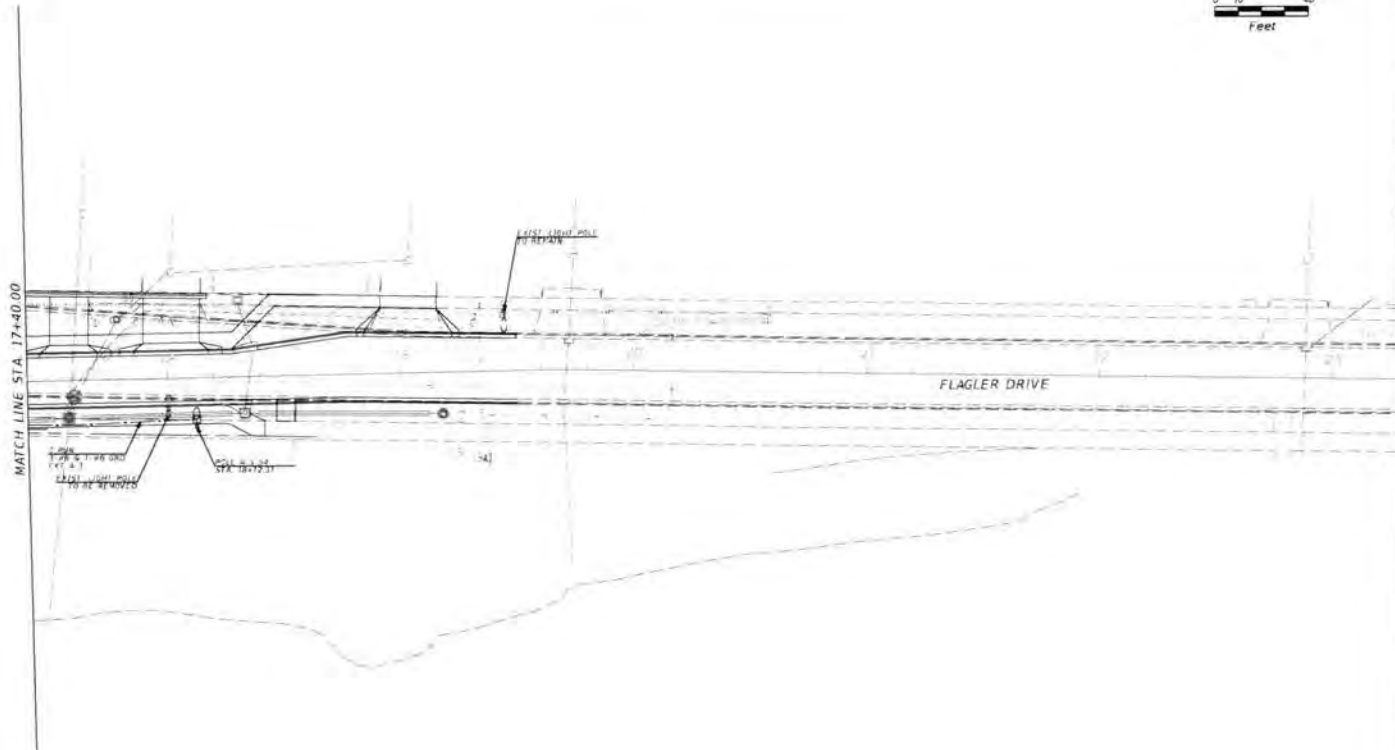
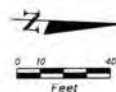








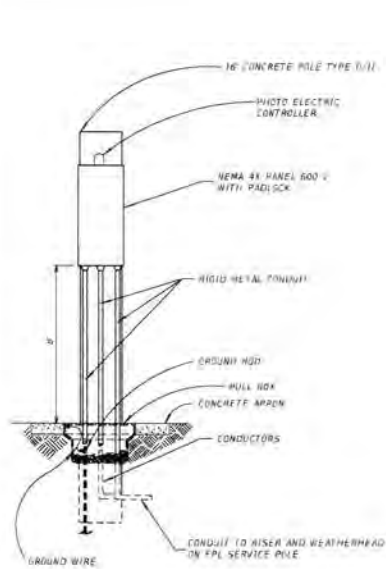
REVISIONS				Patsy Fuschetto, P.E. P.E. LICENSE NUMBER 72364 URS CORPORATION SOUTHERN 1700 CONGRESS AVENUE, SUITE 300 BOCA RATON, FL 33487 CERTIFICATE OF AUTHORIZATION EB 00000002	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			LIGHTING PLAN	SHEET NO. L-13
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
					80	PALM BEACH	459013-1-52-01		



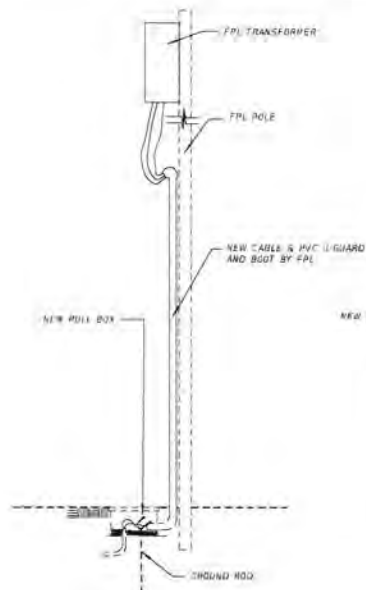
REVISIONS				STATE OF FLORIDA			SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION	DEPARTMENT OF TRANSPORTATION			
			PARTY FUSCHETTO, P.E. P.E. LICENSE NUMBER 70364 URS CORPORATION SOUTHERN 7800 CONGRESS AVENUE, SUITE 300 BOCA RATON, FL 33487 CERTIFICATE OF AUTHORIZATION EB 00000002	ROAD NO.	COUNTY	FINANCIAL PROJECT ID	LIGHTING PLAN L-14
				80	PALM BEACH	419013-1-52-01	

PARSY FUSCHETTO, P.E.
 P.E. LICENSE NUMBER 70364
 HRS CORPORATION SOUTHERN
 1800 CONGRESS AVENUE, SUITE 300
 BOCA RATON, FL 33487
 CERTIFICATE OF AUTHORIZATION EB 00000062

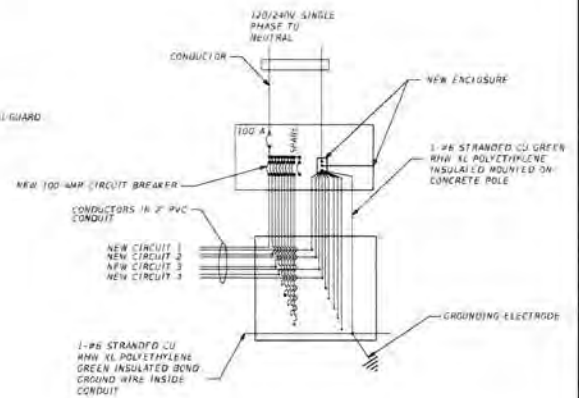
LIGHTING PLAN



NEW LOAD CENTER POLE



PROPOSED FPL SERVICE POINT



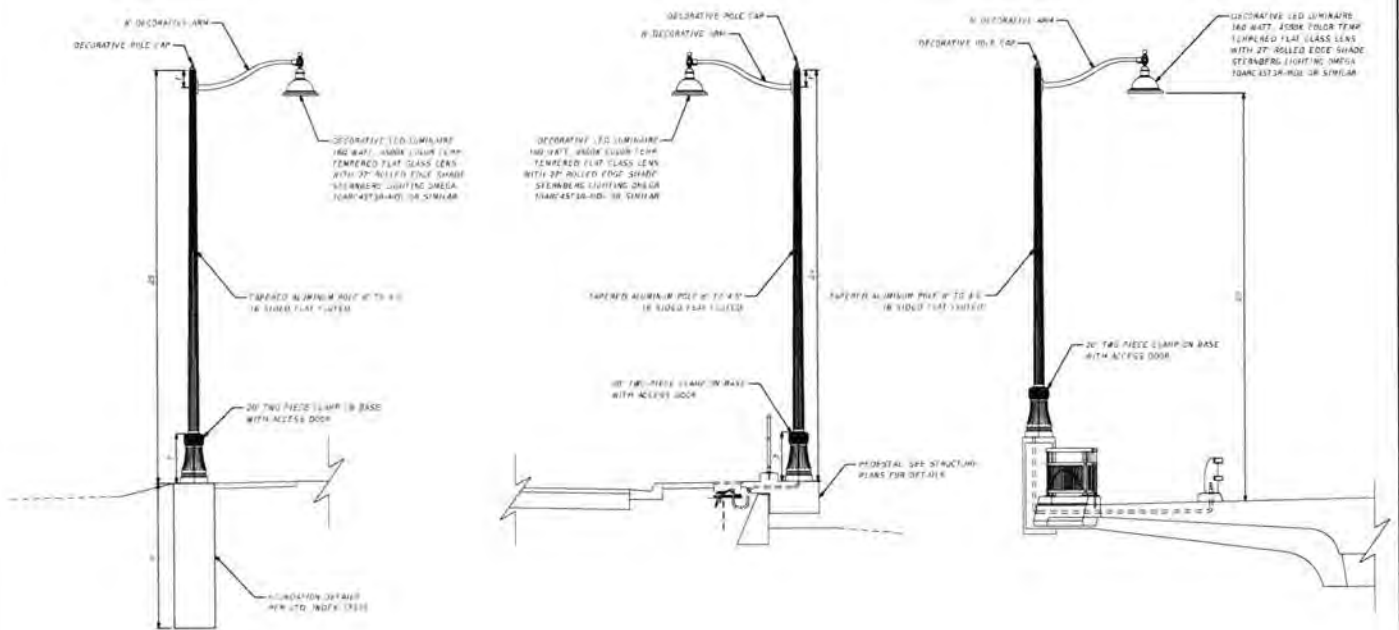
TYPICAL WIRING SCHEMATIC

NOT TO SCALE

NOTE:

1. LOAD CENTER, PHOTO ELECTRIC CONTROLLER, WEATHER HEAD CONNECTION, SERVICE PULL BOXES INCLUDING CONCRETE APRON AND ANY INCIDENTAL ITEMS REQUIRED TO CONNECT ELECTRICAL SERVICE COST TO BE INCLUDED UNDER PAR ITEM 713-7-11.

REVISIONS				PAUL FUCHS, P.E. P.E. LICENSE NUMBER 72362 URS CORPORATION SOUTHEAST 7800 CONGRESS AVENUE, SUITE 300 BOCA RATON, FL 33497 CERTIFICATE OF AUTHORIZATION ER 00000062	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			SERVICE POINT DETAIL SHEET NO. L-15
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID	
					80	PALM BEACH	49033-1-52-01	



DECORATIVE FOUNDATION MOUNT

DECORATIVE PEDESTAL MOUNT

DECORATIVE BRIDGE MOUNT

REVISIONS				STATE OF FLORIDA			POLE DETAIL	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION	ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
				80	PALM BEACH	419013-152-01		L-16

FRANK FUSCHETTO, P.E.
P.E. LICENSE NUMBER 72864
URS CORPORATION SOUTHERN
1600 CONGRESS AVENUE, SUITE 300
BOCA RATON, FL 33486
CERTIFICATE OF AUTHORIZATION EIR 00000002

W777075 12/27/16 48 1/16=0.0010771111111111

SECTION NO.:	9312000
FM No.(s):	419013-1-52-01
COUNTY:	Palm Beach
S.R. No.:	80

EXHIBIT D

DECORATIVE LIGHTING DETAIL SHEET

See next page for Decorative Lighting Detail Sheet with Approved Meeting Minutes.

[The remainder of this page intentionally left blank.]



Meeting Minutes

Date: August 6, 2015

Time: 10:00 am

Place: Town of Palm Beach Public Works Department

RE: SR 80 / Southern Blvd.

Palm Beach County

FPID No. 419013-1-52-01

Decorative Lighting Coordination Meeting

Prepared by: Patsy Fuschetto

Attendees	Nancy Murray	Town of Palm Beach
	Bill Francis	Town of Palm Beach
	Mark Loree	Town of Palm Beach
	Alex Hansen	City of West Palm Beach
	Uyen Dang	City of West Palm Beach
	Brett Madison	Town of Palm Beach
	Vanita Saini	FDOT Consultant Management
	Luis Costa	AECOM PM
	Patsy Fuschetto	AECOM Lighting Engineer

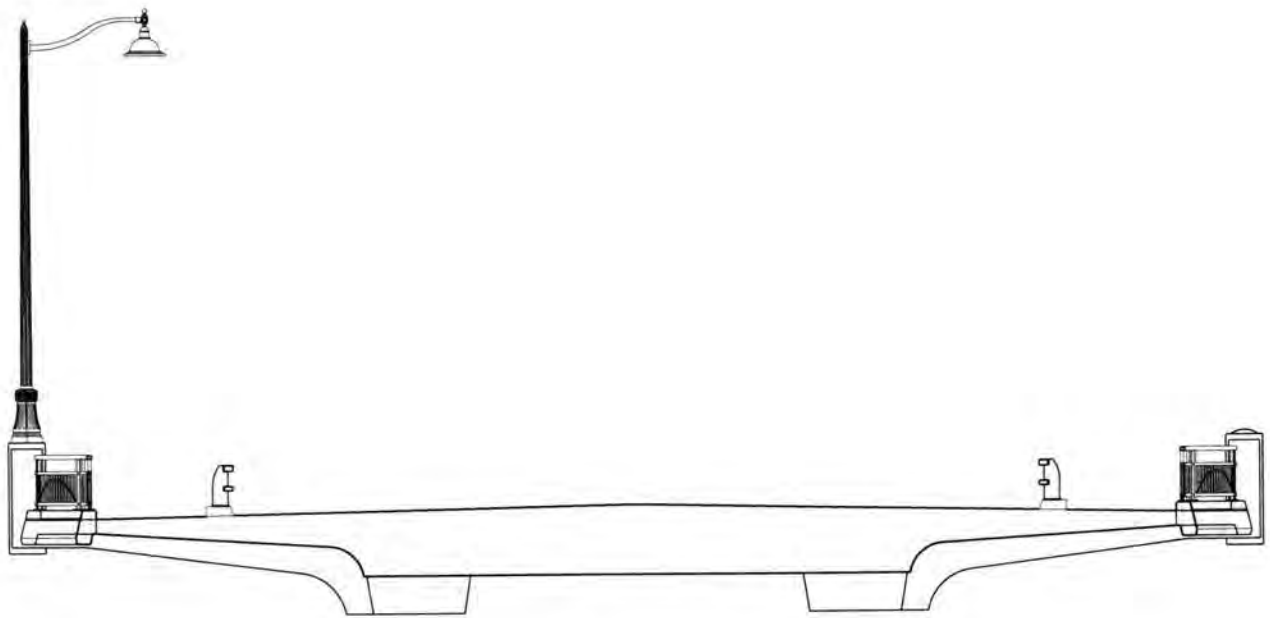
Summary of Discussion:

This meeting was held in order to achieve a consensus on the final selection of the decorative lighting fixtures for the above referenced project.

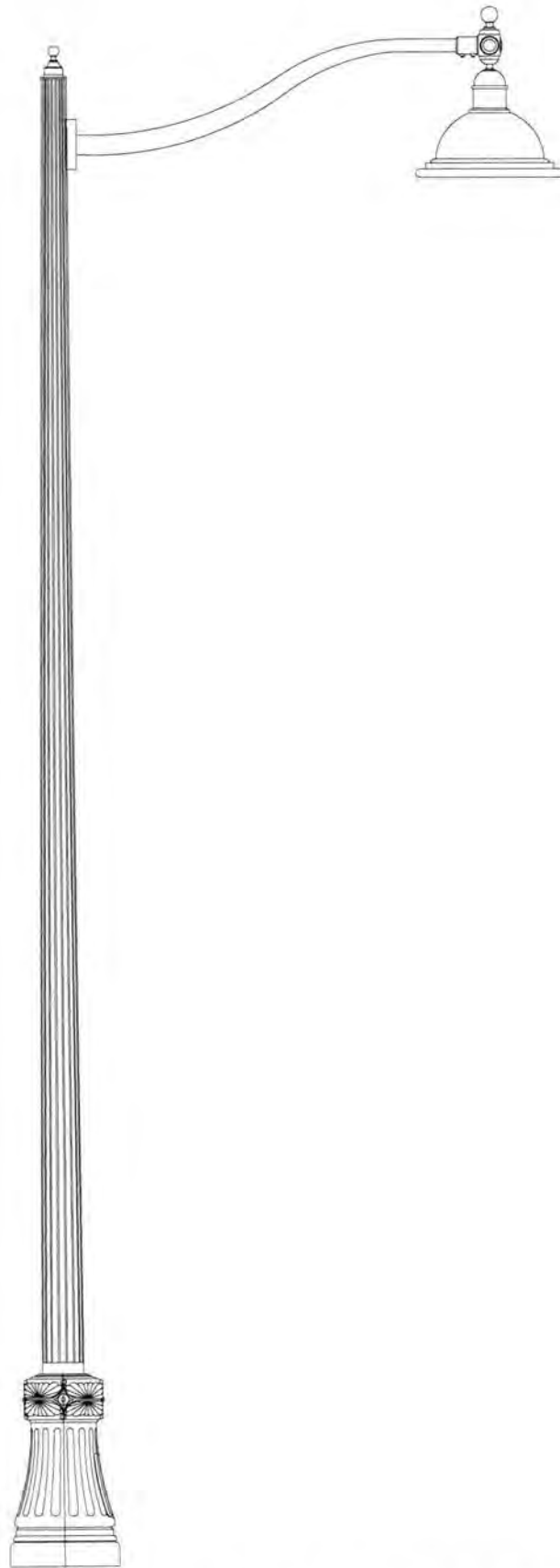
After a short deliberation and considering the extensive coordination that has preceded this meeting, the following fixture was recommended as the preferred option:

Omega Luminaire at a 25' mounting height, with fluted pole, Oxford base and CA 6' arm length, as detailed in the Sternberg Lighting catalog, or similar.

cc. All attendees



DECORATIVE LIGHTING DETAIL



DECORATIVE LIGHTING DETAIL

SECTION NO.:	9312000
FM No.(s):	419013-1-52-01
COUNTY:	Palm Beach
S.R. No.:	80

EXHIBIT E

MAINTENANCE PLAN REQUIREMENTS

The **AGENCY** shall submit to the **DEPARTMENT** a maintenance plan within the Town of Palm Beach limits which is described in **Exhibit B**, detailing the means and methods for accomplishing repairs to the colored coatings on decorative light poles in accordance with all **DEPARTMENT** Standards, Procedures and Specifications. This plan must be submitted and approved by the **DEPARTMENT** prior to commencing any maintenance or repair activities. The plan should at minimum detail how the **AGENCY** will address the following:

1. Providing for continuous traffic control and necessary traffic control devices as required for the safe movement of traffic of vehicular and pedestrian traffic past the location of the structure being repaired for the duration of the repair in accordance with **DEPARTMENT** Standards, Procedures and Specifications.
2. Protection of adjacent surrounding property, real estate, vehicles, pedestrians, attachments to the light poles, or other assets during the preparation and recoating of surfaces.
3. Containment of debris or materials used in or resulting from the repair

After the maintenance plan is approved, the **AGENCY** shall submit a work plan to the **DEPARTMENT** for approval prior to each repair to be performed detailing:

1. The proposed date of the repair
2. The location of the repair
3. The nature of the repair
4. The materials to be used for the repair
5. The methods to be used for the repair

TOWN OF PALM BEACH

Town Council Meeting on: November 10, 2015

Section of Agenda

Consent - Other

Agenda Title

Status Report of Delinquent Accounts

Presenter

Jane Struder, Director of Finance

Supporting Documents

- [Memorandum Dated October 30, 2015, from Jane Struder, Director of Finance](#)
- [Delinquent Account Listing](#)

TOWN OF PALM BEACH

Information for Town Council Meeting on: November 10, 2015

To: Mayor and Town Council

Via: Thomas G. Bradford, Town Manager

From: Jane Struder, Director of Finance

Re: Status Report of Delinquent Accounts

Date: October 30, 2015

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	FY2015 Revenue Collected	% of Write off vs. Total Revenue
EMS Charges	\$159,865	\$450,422	35.5%
Business Tax Receipts	1,669	681,164	0.2%
Town Docks	3,940	3,456,103	0.1%
Parking Tickets (FY2012)			
Tickets	65,405	841,933	5.1%
Penalties	<u>90,060</u>	<u>259,882</u>	36.0%
Total	\$316,999	\$2,233,401	14.2%

GENERAL INFORMATION

Status of Delinquent Accounts - Year End Update

Attached is the September 30, 2015, Status of Delinquent Accounts report for your review. This report includes outstanding code enforcement liens, false alarm fees and fire prevention fees. The total amount of delinquent accounts on this report equals \$1,980,894.83. 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.

Overall, aside from the code enforcement liens, the alarm and fire prevention accounts are

mostly current and collection letters have been sent to the parties involved. This delinquent account report is prepared monthly and distributed to the Planning, Zoning and Building, Public Works, Fire-Rescue and the Police Departments to monitor for collection opportunities.

EMS Collections

Fire-Rescue is requesting the authority to write off \$159,865.83 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, 2015: \$227,427.88

Total amount of delinquent accounts as of September 30, 2015: \$90,870.45

The collection rate for the FY2015 dates of service is currently 59.8%, the collection rate for the FY2014 dates of service is currently 72.2%

Total revenue from EMS fees for FY2015: \$450,422.85

The collection rate for EMS has improved from 56.6% which was 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 FY15, their efforts to collect on delinquent tickets have produced \$105,888 in additional parking ticket revenue, an increase from \$57,925 in FY14. ET has been paid \$42,355 for their efforts during the year.

Revenues from parking tickets and associated penalties for FY15 were \$39,455 lower than FY14.

Last year, Town Council authorized staff to write off tickets issued during fiscal year 2011. We are requesting that the Town Council authorize staff to write off outstanding parking tickets and penalties issued prior to September 30, 2012, totaling \$159,465. This total consists of original tickets issued in the amount of \$65,405 and \$90,060 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.

Town Docks

A former annual customer at the docks, Mr. Joe Wortley, paid a deposit of \$4,300 for his annual lease, however before he could complete the lease process, he sold his boat and forfeited his

deposit. While he was attempting to sell his boat, he accrued \$3,939.91 in transient dockage for 31 Days in December of 2014. Several attempts were made to contact Mr. Wortley via phone, email and certified mail and he has chosen not to respond to the request for payment. Staff believes that Mr. Wortley's intention was to use the \$4,300 deposit for the annual lease to cover the cost of the bill for the transient fees. Staff is seeking approval to apply his forfeited deposit to the account.

The chart below compares FY2014 vs. FY2015 write off and receivable balances.

Comparison of FY2014 vs. FY2015 Receivable Report

Write off Amounts

Type of Charge	FY2014	FY2015
EMS Charges	\$127,167	\$159,865
NSF Checks	\$100	\$0
Town Docks	\$0	\$3,940
Business Tax Receipts	\$0	\$1,669
Parking Tickets	\$136,816	\$155,465

Balance of Delinquent Accounts

Type of Charge	FY2014	FY2015
Code Enforcement Liens	\$1,842,153	\$1,977,053
Fire Prevention Fees	\$1,711	\$676
False Alarm Accounts	\$0	\$3,166
EMS Charges	\$222,235	\$227,428
Parking Tickets		
Tickets	\$342,242	\$351,880
Penalties	\$377,027	\$355,033

Revenues from above sources

Type of Charge	FY2014	FY2015
Code Enforcement Liens	\$855,761	\$151,555
Business Tax Receipts	\$702,711	\$681,164
Town Docks	\$3,299,187	\$3,456,103
EMS Fees	\$386,438	\$450,423
Parking Tickets and Penalties	\$1,141,272	\$1,101,817

**Town of Palm Beach
Delinquent Accounts
10/26/2015**

Name	Address	Case Number	Principal Due	Penalty/Interest Due	Total Due	Date of Lien	Action Taken
Code Enforcement Liens							
Robert & Beverly Lowden	129 Chilian Ave	Case #06-2073	\$150.00	\$35,227.84	\$35,377.84	04/12/2007	\$150 CEB Cost 3/15/07 \$250 Day, Adv Fee \$477.84
Susan Gibson- Case 1	226 Pendleton Ave	Case #07-2277	\$150.00	\$43,250.00	\$43,400.00	08/11/2010	\$150 CEB 9/20/07 \$250 per day thru 3/20/08 (sewer)
Susan Gibson- Case 2	226 Pendleton Ave	Case #07-2277	\$0.00	\$731,000.00	\$731,000.00	08/11/2010	Daily Running Fine of \$250.00 started 10/18/07
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 5/17/08
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 5/17/08
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 5/17/08
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 5/17/08
Susan C Lee	287 Pendleton Ave	Case #10-2706	\$150.00	\$504,500.00	\$504,650.00	06/02/2010	Daily Fine of \$250.00 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
Flori	350 South County Rd #100.00	Case #11-1241	\$150.00	\$0.00	\$150.00	collections	\$150.00 CEB on 9/15/11
Reynold Inc	242 Colonial Lane	Case #11-1629	\$150.00	\$125.00	\$275.00	06/20/2012	\$150 CEB on 01/19/12 - \$125 Fine
Robert & Beverly Lowden	129 Chilean Ave	Case #12-16	\$150.00	\$291,750.00	\$291,900.00	04/27/2012	\$150 CEB on 3/22 - \$250 per day 4/07/12
Armenta Landscape	2875 S. Ocean Blvd	Case #12-86	\$150.00	\$250.00	\$400.00	collections	\$150 CEB on 3/22 - \$250 water fine
Christopher Kaufmann	434 Seaspray Ave	Case #12-389	\$150.00	\$0.00	\$150.00	6/28/2012	\$150 CEB on 5/17/12
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
Tamara Jean Fisher	164 Seminole Ave	Case #12-1093	\$150.00	\$0.00	\$150.00	12/5/2012	\$150 CEB on 9/20/12
Sandell Corp	111 Atlantic Ave	Case #13-6	\$150.00	\$0.00	\$150.00	5/20/2013	\$150 CEB on 2/21/13
Jennifer Cordie	264 Seminole Ave	Case #13-249	\$150.00	\$250.00	\$400.00	not property	\$150 CEB on 4/18/13 & \$250 CEB Fine
Jennifer Cordie	100 Block of Bradley Place	Case #13-481	\$150.00	\$250.00	\$400.00	not property	\$150 CEB on 6/20/13 & \$250 CEB Fine
Gayle P Petersen Tr	151 Reef Road	Case #13-575	\$0.00	\$125.00	\$125.00	2/12/2014	\$150 CEB pd 8/21/13 - \$125 CEB Fine
Sandell Corp	111 Atlantic Ave	Case #13-765	\$150.00	\$2,500.00	\$2,650.00	8/26/2013	\$150 CEB on 8/15/13 & \$1,250 Fine on 8/15/13
Jay Villa DBA JV Wood Floors	340 Royal Poinciana Way #330	Case #13-815	\$150.00	\$125.00	\$275.00		\$150 CEB on 9/19/13 and \$125 Fine
Sandell Corp	111 Atlantic Ave	Case #13-965	\$150.00	\$2,500.00	\$2,650.00		\$150 CEB on 12/19/13 and \$250 Fine
Xavier T Willis	766 Hi Mount Road	Case #13-1130	\$150.00	\$250.00	\$400.00		\$150 CEB on 12/19/13 and \$250 Fine
Vivian Wilson	249 Miraflores Dr	Case #13-1238	\$150.00	\$250.00	\$400.00		\$150 CEB on 1/16/14 and \$250 Fine
Malquane R Jackson	201 El Vedado Road	Case #13-1239	\$150.00	\$250.00	\$400.00		\$150 CEB on 1/16/14 and \$250 Fine
Ellis & Nancy Parker	2165 Ibis Isle Rd #8	Case #14-152	\$150.00	\$24,750.00	\$24,900.00		\$150 CEB on 3/20/14 \$250 per day 4/15/14
Nixon Home Improvement	200 Blk Royal Poinciana Way	Case #14-207	\$150.00	\$0.00	\$150.00		\$150 CEB on 4/17/14 and \$125 Fine-Pd fine
Tesla Motors	172 Worth Ave	Case #14-696	\$0.00	\$250.00	\$250.00		Check was returned NSF
HPA Solida Inc	235 Sunrise Ave #1101	Case #14-700	\$150.00	\$250.00	\$400.00		\$150 CEB and #250 Fine on 8/21/14
Frank Pultrone	300 Blk So Ocean	Case #14-784	\$150.00	\$250.00	\$400.00		\$150 CEB on 8/21/14 - \$75 Fine
Heidi D Franklin	300 Blk So Ocean	Case #14-785	\$150.00	\$75.00	\$225.00		\$150 CEB on 8/21/14 - \$75 Fine
Joseph Toussaint	300 Blk So Ocean	Case #14-952	\$150.00	\$250.00	\$400.00		\$150 CEB and \$250 Fine on 9/18/14
John W Saulis	Clarke Beach	Case #14-1018	\$150.00	\$75.00	\$225.00		\$150 CEB and \$75 Fine on 10/16/14
Meat Market Palm Beach	191 Bradley Place	Case #14-1023	\$0.00	\$29,100.00	\$29,100.00		\$150 CEB paid \$100 daily fine 1/1/15
160 Royal Palm LLC	160 Royal Palm Way	Case #14-1091	\$150.00	\$19,000.00	\$19,150.00		\$250 fine starting 9/22/14 per 10/16/14 order
Jeyanandaran Sundarampillai	233 Royal Poinciana Way #2	Case #14-1118	\$0.00	\$55,750.00	\$55,750.00		\$150 CEB on 11/20/14
Morgan T McDonald	Clarke Beach	Case #14-1150	\$50.00	\$125.00	\$175.00		\$150 CEB and \$125 Fine on 11/20/14
160 Royal Palm LLC	160 Royal Palm Way	Case #14-1212	\$150.00	\$70,500.00	\$70,650.00		\$150 CEB on 12/18/14
Milton Andrew Taylor III	167 Clarendon Ave	Case #14-1220	\$150.00	\$250.00	\$400.00		\$150 CEB and \$250 Fine on 11/20/14
Robert & Beverly Lowden	129 Chilean Ave	Case #14-1360	\$150.00	\$25,500.00	\$25,650.00		\$150 CEB on 2/19/15 \$250 per day
Aegis Roofing Enterprise	288 S. County Road	Case #14-1373	\$150.00	\$125.00	\$275.00		\$150 CEB on 1/15/15 \$125 fine on 1/15/15
224 Atlantic LLC	224 Atlantic Ave	Case #15-57	\$150.00	\$47,900.00	\$47,900.00		\$150 CEB on 3/19/15 \$250 per day 4/11/15
Jyrki Salminen	198 Via Linda	Case #15-165	\$0.00	\$11,000.00	\$11,000.00		\$150 CEB on 4/16/15 paid - \$250 per day on 5/21/15
John & Sherry Sorochuk Inc	3030 S Ocean Blvd #435	Case #15-168	\$150.00	\$1,800.00	\$1,950.00		\$150 CEB on 5/21/15
Doug Campbell	3030 S. Ocean Blvd #442	Case #15-169	\$0.00	\$1,950.00	\$1,950.00		\$150 CEB on 5/21/15
Le Salon - Nikolas LLC	232 Worth Ave	Case #15-285	\$150.00	\$0.00	\$150.00		\$150 CEB on 5/21/15
Bennett Uomo	296 S. County Rd	Case #15-289	\$0.00	\$2,700.00	\$2,700.00		Daily run fine of \$50 on 8/20/15
Key to Life Therapies	270 S. County Rd	Case #15-429	\$150.00	\$0.00	\$150.00		\$150 CEB on 7/16/15
Paul Pomfret	168 Reef Road	Case #15-459	\$0.00	\$1,200.00	\$1,200.00		\$150 CEB on 7/16/15 paid \$50 per day 8/20/15
Karin Jack	1047 S. Ocean Blvd	Case #15-461	\$150.00	\$8,300.00	\$8,450.00		\$150 CEB on 7/16/15
Ani Gasulasen	260 Clarke Ave	Case #15-471	\$150.00	\$0.00	\$150.00		\$150 CEB on 7/16/15
Steve Demetro & Crown PDR	515 N Lake Way	Case #15-780	\$150.00	\$250.00	\$400.00		\$150 CEB & \$250 fine on 8/20/15
Steve Adams & Crown PDR	515 N Lake Way	Case #15-781	\$150.00	\$250.00	\$400.00		\$150 CEB & \$250 fine on 8/20/15
Casa 214 Condo	214 Chilean Ave	Case #15-829	\$150.00	\$0.00	\$150.00		\$150 CEB on 10/15/15

Scott Derrin & Phonda Lieberson	250 Seminole Ave #4	Case #15-978 Total CEB Fines	\$150.00 \$7,575.00	\$0.00 \$1,969,477.84	\$150.00 \$1,977,202.84	\$150 CEB on 10/15/15
Alarm Accounts						
Matthew Gabelli	1157 N Lake Way	AL-002755	\$100.00	\$23.21	\$123.21	Cert Ltr 8/7/15 - CEB on 09/11/15
Blow & GO	340 Royal Poinc Way #327	AL-002955	\$1,200.00	\$340.12	\$1,540.12	Cert Ltr 8/7/15 - CEB on 09/11/15
Gucci	150 Worth Ave	AL-000056	\$150.00	\$34.97	\$184.97	Cert Ltr 8/7/15 - CEB on 09/11/15
East Coast Estate	323 Worth Ave	AL-000778	\$900.00	\$417.69	\$1,317.69	Cert Ltr 9/22/15 - CEB on 10/14/15
	Total Alarm Calls		\$2,350.00	\$815.99	\$3,165.99	
Special Detail - Police						
None		Total Special Detail	\$0.00	\$0.00	\$0.00	
Fire Prevention						
UBS Wealth Management, AG	440 Royal Palm Way #300,204	'15081315503	\$125.00	\$0.00	\$125.00	Accessed Fee/Sent Late Notice
Sotheby's	350 Royal Palm Way #405	'15081315501	\$100.00	\$0.00	\$100.00	Accessed Fee/Sent Late Notice
Citibank FSB	400 Royal Palm Way #110,200	'15072415503	\$110.00	\$0.00	\$110.00	Accessed Fee/Sent Late Notice
Reid Moore	400 Royal Palm Way #402	'15072415502	\$110.00	\$0.00	\$110.00	Accessed Fee/Sent Late Notice
Palm Beach Daily News	400 Royal Palm Way #100	'15072415501	\$110.00	\$0.00	\$110.00	Accessed Fee/Sent Late Notice
Hospital for Special Surgery	250 Royal Palm Way #303	'15060815501	\$121.00	\$0.00	\$121.00	Accessed Fee/Sent Certified Letter
	Total Fire Prevention		\$676.00	\$0.00	\$676.00	
	Total Monies Due to the Town		\$10,601.00	\$1,970,293.83	\$1,981,044.83	

TOWN OF PALM BEACH

Town Council Meeting on: November 10, 2015

Section of Agenda

Consent - Other

Agenda Title

Authorize the Planning & Zoning Commission to Study a Potential Revision to the Zoning Ordinance Requiring All Ground Based Transformers to be Screened

Presenter

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

Supporting Documents

- [Memorandum Dated October 29, 2015, from John S. Page, Director of Planning, Zoning & Building](#)

TOWN OF PALM BEACH

Information for Town Council Meeting on: November 10, 2015

To: Mayor and Town Council

Via: Thomas G. Bradford, Town Manager

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

Re: Authorize the Planning & Zoning Commission to Study a Potential Revision to the Zoning Ordinance Requiring All Ground Based Transformers to be Screened

Date: October 29, 2015

STAFF RECOMMENDATION

Staff recommends that the Town Council authorize the Planning & Zoning Commission to study a potential amendment to the Zoning Ordinance relative to required screening of ground based electrical transformers.

GENERAL INFORMATION

Overhead utility lines have already been buried in the Via Fontana area and on Everglades Island. Lake Towers and the Nightingale/La Puerta Way area are also scheduled to bury their lines in the near future. Significant work has been completed, and remains ongoing, to bury the remaining existing overhead utility lines throughout the Island over the next several years on a schedule yet to be determined. If accomplished, ground-level electric transformers will become necessary throughout the community. These transformers will, out of necessity, be situated at or near front property lines, readily visible from the street. The Town's Underground Utility Task Force approved the following motion at their October 6 meeting:

“Motion was made by Vice Chair Ross, and seconded by Task Force member Bottorff, to recommend to the Town Council that the ORS Committee look into requiring all transformers to be screened from the street. On call for a vote, the motion carried 5-0.”

Although it was clearly the intent of the Task Force to require screening, this issue should be correctly directed to the Planning & Zoning Commission (rather than the ORS Committee) for review and recommendation. Other “screening” provisions are found in the Zoning Ordinance, making Chapter 134 (Zoning) the logical place to locate all such requirements. Zoning Code amendments, of course, must be reviewed by the Planning & Zoning Commission.

cc: Jay Boodheshwar, Deputy Town Manager
Skip Randolph, Town Attorney
Planning & Zoning Commissioners
UTF members

TOWN OF PALM BEACH

Town Council Meeting on: November 10, 2015

Section of Agenda

Regular Agenda - New Business

Agenda Title

Request for Waiver of Charitable Solicitation Permit Application Fees from The Society of the Four Arts King Library.

Presenter

Susan A. Owens, MMC, Town Clerk

Supporting Documents

- [Memorandum Dated October 30, 2015, from Susan A. Owens, MPA, MMC, Town Clerk](#)
- [Fee Waiver Request dated October 9, 2015, from Lindsey White](#)
- [King Library Charitable Solicitation Permit Application for November 6, 2015](#)

TOWN OF PALM BEACH

Information for Town Council Meeting on: November 10, 2015

To: Mayor and Town Council

Via: Thomas G. Bradford, Town Manager

From: Susan A. Owens, MPA, MMC, Town Clerk

Re: King Library Charitable Solicitation Permit Application Fee Waiver Request

Date: October 30, 2015

STAFF RECOMMENDATION

Staff is seeking direction from the Town Council regarding the King Library's specific request to waive the charitable solicitation permit (CSP) application fees for their November 6, 2015, January 23, 2016, and April 9, 2016, book sales. Regardless of the decision made for these specific events, Staff recommends that the Town Council authorize ORS to look into a blanket application fee exemption for organizations which receive financial support from the Town through its budgeting process.

GENERAL INFORMATION

The King Library is one of two charitable organizations which receive financial support from the Town through its budgeting process, the other being Palm Beach Island Cats. As such, they are exempt from the two charitable events per year limitation in the Town Code, but they are still bound by all other provisions found therein. On August 19, 2015, they submitted a letter requesting a waiver of the application fees for three upcoming book sales, stating that, "waiving this fee would be consistent with our mutual goal of maintaining the success and stability of the library, ultimately benefitting not only The Four Arts, but also the residents of the Town of Palm Beach". The current amount due for the three applications is \$600. As a point of reference, CSP application fees have never been waived for any applicant, regardless of whether or not the Town supports them financially. The Town did, however, grant the Library waivers of *late* fees assessed from previous applications.

There are definitive benefits and drawbacks to waiving CSP application fees for such organizations. In considering this request, the Town Council should weigh support for the community against the issues of precedent and unintended consequences. Organizations which receive financial support from the Town through its budgeting process are currently allowed an unlimited number of charitable events per year, and application fees range from \$200 to \$420 each. Although there are only two organizations that the Town currently supports financially, this may change in the future and waiver guidelines or criteria may be appropriate. Given these factors, Staff recommends that the matter of fee waivers for organizations supported financially by the Town should be referred to the Ordinances, Rules, and Standards (ORS) Committee for further study. Staff further recommends that any motion made regarding the Library's specific waiver request should clearly indicate that it is a one-time approval/denial of said request. The Town Council may also elect to

approve/deny a fee waiver for just the November and January events, and defer a decision on the April event until ORS has had an opportunity to provide a recommendation.

FUNDING/FISCAL IMPACT

The Town will lose \$200 in revenue for each of the Library's CSP application fees waived. If the Town Council approves a blanket application fee waiver for organizations it supports financially, then the fiscal impact will depend on the number of organizations that qualify for the waiver, the number of events held, and the estimated amount of money to be raised. Based upon the current averages, that would be less than \$2,000 per year.

TOWN ATTORNEY REVIEW

This item been reviewed and approved by the Town Attorney.

cc: Jane Struder, Director of Finance



Four Arts permit fee waiver request

Lindsey White to: sowens@townofpalmbeach.com

10/09/2015 03:51 PM

History:

This message has been replied to and forwarded.

1 attachment



20151009153521891.pdf

Hi Susan,

Attached please find the letter we submitted with our permit applications requesting that the Town Council waive the permit fees for the three Four Arts King Library book sale charitable fundraising events being held on November 6, 2015, January 23, 2016 and April 9, 2016. As the Four Arts King Library serves as the library for the Town of Palm Beach and receives annual monetary support from the town, the Council has generously agreed to waive these fees in the past. We would like to go before the council to request that these permit fees are waived once again for the 2015-2016 season. In addition, as indicated in the letter, we request that the Council continue to lift the restriction on the number of fundraising events that the King Library can hold in a given year.

Please let me know if you need any additional information or documentation to include this item on the agenda for next month's Town Council meeting.

Many thanks for your assistance in this matter.

Best,
Lindsey

Lindsey White
Senior Associate, Development and Special Events
The Society of the Four Arts
2 Four Arts Plaza | Palm Beach, FL 33480
561.655.3785
FOUR ARTS. FOR EVERYONE.



THE SOCIETY OF

The Four Arts

August 19, 2015

Dear Members of the Town Council,

The Four Arts King Library has been proudly serving the Town of Palm Beach nearly 80 years, filling a vital need for a Palm Beach-based library for our residents to enjoy. As the 2015-2016 season approaches, we have many wonderful things planned, including our King Fling and three book sales which all help to contribute necessary funding for the library.

In compliance with Town regulations, we have completed charitable solicitation permits for each one of these library fundraising events taking place on November 6, 2015, January 23, 2016 and April 9, 2016. In accordance with our long-standing relationship with the Town of Palm Beach, we would like to request that the Town once again waive the charitable solicitation fees associated with these permits. In addition, we request that council continue to lift the restriction on the number of fundraising events that the King Library can hold in a given year. As you no doubt know, the Town of Palm Beach generously supports our library through a substantial annual contribution, and waiving this fee would be consistent with our mutual goal of maintaining the success and stability of the library, ultimately benefitting not only The Four Arts, but also the residents of the Town of Palm Beach.

Enclosed, please find copies of charitable solicitation applications for each library event that would be included in this waiver. Thank you very much for your consideration and support.

Most sincerely,

Katie Edwards

Katie Edwards
Director of Communications and Development

CC: Dr. David W. Breneman
Chris Cartrett
Susan Owens

Lig Lic

~~W-15-00776~~

T-15-00776



Town of Palm Beach • Office of the Town Clerk

APPLICATION FOR PERMIT TO SOLICIT FUNDS FOR CHARITABLE PURPOSES

ORDINANCE 11-73 AS AMENDED BY ORDINANCE 11-81, 4-86, 6-91, 15-92, 4-95, 12-97, 27-02, 6-08, 25-08, and 28-10: TOWN OF PALM BEACH CODE OF ORDINANCES

1	Applicant Given Name: *the person filling out this form Lindsey White
	Date of Birth: [REDACTED] Phone #: (561) 655 - 3785
	Address: 2 Four Arts Plaza, Palm Beach, FL 33480
	Email: lwhite@fourarts.org

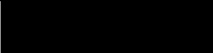
2	Organization Name: The Society of the Four Arts
	Phone #: (561) 655 - 7227
	Address: 2 Four Arts Plaza, Palm Beach, FL 33480
	State Registration Number: *click this link to lookup CH 24
	Educational or Religious Exemption: ☐ Yes

3	Applicant's principal officers and managers: *attach a list if necessary	
	Name:	Address:
	Dr. David W. Breneman	2 Four Arts Plaza, Palm Beach, FL 33480

4	Methods of Solicitation *One application per event	
	Event Name:	The Four Arts King Fling/book sale
	Location Name:	The Four Arts King Library
	Address:	3 Four Arts Plaza, Palm Beach, FL 33480
	Start Date: 11 / 06 / 15	End Date: / / *use only with mailers and drives
	Check all methods that apply:	☒ ticket sales ☒ mailings ☐ percentage of sales ☐ auction (live) ☒ sponsorship ☐ request donations ☐ auction (silent) ☐ raffle Other: Other:
	Check all that apply:	☒ Food will be served (additional requirements/licenses may be required) ☒ Alcohol will be served (copy of liquor license will be required unless at a private residence) ☐ Event includes animals (Temporary Animal Permit may be required) ☐ Temporary signs will be utilized (only allowed between April 1-October 31)

5	Methods of Solicitation (continued)	
If the event is held at a private club, the sponsoring member's name:		
Approx. number of attendees:		250
Will the event be indoors or outdoors?		☐ Indoors ☐ Outdoors ☒ Both ☐ Not Applicable
If any portion of the event will be outdoors, please check all that apply:		☐ Tents will be utilized (Tent Permit may be required) ☐ There will be a generator ☒ There will be outdoor lighting ☐ There will be fireworks (Pyrotechnic Display Permit will be required)
Valet Services?		☐ Yes ☒ No *If yes, a valet permit is required

Where will attendees park? *Note that offsite parking on private property is currently prohibited	
Four Arts parking lots	

6	Persons in direct charge of conducting the solicitation:	
*attach a list if necessary		
	Legal, Given Name:	Date of Birth:
	Lindsey White	
	Katie Edwards	

7	Name of Person(s) who will disburse proceeds from solicitation:	
*attach if necessary		
Name:	Dr. David W. Breneman	
Date of Birth:		Phone #: (561) 655 - 7227
Address:	2 Four Arts Plaza, Palm Beach, FL 33480	
Email:	dbreneman@fourarts.org	

8	Chairman of event	
Name:	N/A - The Library Committee	
Phone #:	(561) 655 - 7227	
Address:	3 Four Arts Plaza, Palm Beach, FL 33480	

9	Purpose of Solicitation:
	*attach if necessary
	The King Library's book sale gives library supporters the opportunity to shop the library's special collection of donated books, art, catalogs, rare books, DVDs and more.

10	Donation / Cost Estimates:
	Estimation of total funds to be raised: \$ 5,000
	Estimation of in kind donations: \$ 2,000
	Estimation of cost of the solicitation: \$ 1,000

11	A specific statement, with reasons, that shows need for the funds to be solicited. Support with figures, if available.
	*attach if necessary
	All proceeds benefit the King Library Restoration Fund.

12	Disposition of funds to be raised:
	*attach if necessary
	All proceeds benefit the King Library Restoration Fund.

13	Will you use a professional promoter or solicitor for your event?
	☒ No / ☐ Yes
	If your answer was yes, fill out section 13 below.

14	Promoter/Solicitor Name:	
	*attach list if necessary	
	Date of Birth: / /	A copy of their contract has been included? ☐ Yes / ☐ No
	Address:	
	Statement of amount of wages, fees, commission, expenses or emoluments to be paid to this individual:	

15	If an applicant cannot furnish some of the information required by the preceding paragraphs, a detailed statement on a separate sheet shall be given why such information cannot be furnished.	
Have you included this sheet?		☐ Yes / ☐ No

16	Schedule of last season's events	
Total value of donations collected under all events:	\$ 34,956	Permit # 1: Permit # 2:
Total cost of all events:	\$ 8,044	*This includes wages, fees, commissions, expenses, and cost of any publication
Net Proceeds Distributed:	\$ 26,912	

17	Schedule of last season's events (continued)	
AMOUNT OF MONIES AND PERCENTAGE OF NET PROCEEDS APPLIED DIRECTLY TO FUNCTIONS AND ACTIVITIES WITHIN: ☐		
Town of Palm Beach:	\$ 26,912	% 100
Palm Beach County:	\$	%
State of Florida:	\$	%
Elsewhere:	\$	%
*Percentage of all categories combined should equal 100%		
SPECIFIC STATEMENT AS TO WHERE FUNDS WERE DISTRIBUTED: ☐		
All proceeds benefit the King Library Restoration Fund.		

18	The applicant from section 1 by endorsement, agrees to the following statement:	
"That if the permit is granted, it will not be used or represented in any way as an endorsement by the Town of Palm Beach or by the Town Council of the solicitation conducted thereunder."		
I, Lindsey White		due hereby solemnly swear (or affirm) that I am a duly authorized agent of The Society of the Four Arts
and that all of the information contained herein this application is true and correct.		

Lindsey White
Signature of Applicant

Lindsey White
Print Name

WITNESS: Katie Edward
Signature

Katie Edward
Print Name



THE SOCIETY OF *The Four Arts*

**CERTIFICATE OF CORPORATE RESOLUTION
OF
THE SOCIETY OF THE FOUR ARTS**

The undersigned, as Director of Marketing and Development of **THE SOCIETY OF THE FOUR ARTS** a Florida non-for-profit corporation (the "Company"), hereby certifies that the following is a true copy of a resolution duly adopted unanimously by the Directors and Officers of the Company, and that said applicable law, the Articles of Incorporation, and the By-Laws of the Company, and that they are in full force and effect:]

RESOLVED, that the Company, proceed to host book sale fundraising events, on November 6, 2015, January 23, 2016 and April 9, 2016 at The Society of the Four Arts, 2 Four Arts Plaza, Palm Beach, Florida, 33480.

RESOLVED, that the Company apply for Charitable Solicitation Permits and request application fee waivers with the Town of Palm Beach.

Effective for all purposes as of the 19th day of August, 2015.

Katie Edwards, Director of Marketing and Development



Department of the Treasury
Internal Revenue Service

P.O. Box 2508
Cincinnati OH 45201

In reply refer to: 0248452924
Mar. 12, 2008 LTR 4168C E0
59-0454318 000000 00 000
00017669
BODC: TE

SOCIETY OF THE FOUR ARTS
FOUR ARTS PLAZA
PALM BEACH FL 33480



00344

Employer Identification Number: 59-0454318
Person to Contact: Maggie Webster
Toll Free Telephone Number: 1-877-829-5500

Dear Taxpayer:

This is in response to your request of Mar. 05, 2008, regarding your tax-exempt status.

Our records indicate that a determination letter was issued in May 1952, that recognized you as exempt from Federal income tax, and discloses that you are currently exempt under section 501(c)(3) of the Internal Revenue Code.

Our records also indicate you are not a private foundation within the meaning of section 509(a) of the Code because you are described in section(s) 509(a)(1) and 170(b)(1)(A)(vi).

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely yours,

Michele M. Sullivan

Michele M. Sullivan, Oper. Mgr.
Accounts Management Operations I



Consumer's Certificate of Exemption

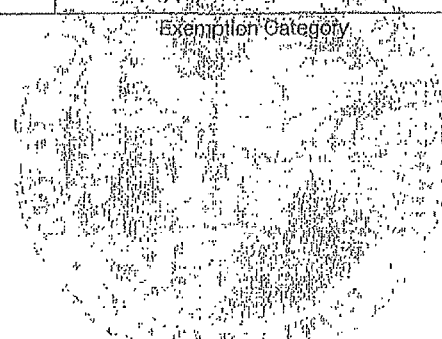
DR-14
R. 04/11

Issued Pursuant to Chapter 212, Florida Statutes

85-8012620293C-2	01/31/2013	01/31/2018	501(C)(3) ORGANIZATION
Certificate Number	Effective Date	Expiration Date	Exemption Category

This certifies that

THE SOCIETY OF THE FOUR ARTS INC
2 FOUR ARTS PLZ
PALM BEACH FL 33480-4102



is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.



Important Information for Exempt Organizations

DR-14
R. 04/11

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (F.A.C.).
2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.
3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.
4. This exemption applies only to purchases your organization makes. The sale or lease to others of tangible personal property, sleeping accommodations, or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, F.A.C.).
5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third-degree felony. Any violation will require the revocation of this certificate.
6. If you have questions regarding your exemption certificate, please contact the Exemption Unit of Account Management at 800-352-3671. From the available options, select "Registration of Taxes," then "Registration Information," and finally "Exemption Certificates and Nonprofit Entities." The mailing address is PO Box 6480, Tallahassee, FL 32314-6480.

**The Society Of The Four Arts, Inc., Palm Beach, FL**

Registration Number :CH24

Expiration Date : 12/22/2015

Revenue Source : 08 - IRS 990 w/ Sch.A (06/30/2014)

Total Revenue : \$10,853,243.00

Program Services Expenses : \$5,778,186.00 **73%**

Total Expenses : \$7,873,931.00

Administrative Expenses : \$1,388,075.00 **18%**

Surplus/Deficit : \$2,979,312.00

Fundraising Expenses : \$707,670.00 **9%**

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
DIV OF ALCOHOLIC BEVERAGES & TOBACCO



LICENSE NUMBER	SERIES
BEV6013598	13CT

The CATERER
Named below IS LICENSED
Under the provisions of Chapter 565 FS.
Expiration date: MAR 31, 2016
CONSUMPTION ON PREMISES ONLY

PAARIS GOURMET INC
C EST SI BON CATERING
1128 N FEDERAL HWY
LAKE PARK FL 33403



ISSUED: 03/19/2015

DISPLAY AS REQUIRED BY LAW

SEQ # L1503190002831



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

DIV OF ALCOHOLIC BEVERAGES & TOBACCO

850.487.1395

1940 NORTH MONROE STREET

TALLAHASSEE FL 32399-0783

**WHITE APRON INC (THE)
WHITE APRON CATERING
1710 N DIXIE HWY
LAKE WORTH FL 33460**

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**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND
PROFESSIONAL REGULATION**

BEV6010698

ISSUED: 03/08/2015

**RETAILER OF ALCOHOLIC BEVERAGES
WHITE APRON INC (THE)
WHITE APRON CATERING
PACKAGE SALES ONLY**

**IS LICENSED under the provisions of Ch. 564 FS.
Expiration date MAR 31, 2016 L1502080004623**



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**DIV OF ALCOHOLIC BEVERAGES & TOBACCO
1940 NORTH MONROE STREET
TALLAHASSEE FL 32399-0783**

850.487.1395

**WHITE APRON INC (THE)
WHITE APRON CATERING
1710 N DIXIE HWY
LAKE WORTH FL 33460**

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Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND
PROFESSIONAL REGULATION**

BEV6010698 ISSUED: 03/08/2015

**RETAILER OF ALCOHOLIC BEVERAGES
WHITE APRON INC (THE)
WHITE APRON CATERING
PACKAGE SALES ONLY**

**IS LICENSED under the provisions of Ch. 564 FS.
Expiration date MAR 31, 2016 L1502080004623**

TOWN OF PALM BEACH

Town Council Meeting on: November 10, 2015

Section of Agenda

Regular Agenda - New Business

Agenda Title

Underground Utilities Task Force (UUTF) Discussion

TIME CERTAIN: 10:00 A.M.

Thomas G. Bradford, Town Manager

a. Discussion with Underground Utilities Task Force Members Regarding Timeline for the March 15, 2016, Referendum.

Jeffrey Smith, Chair and Wilbur Ross, Vice Chair

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

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

Presenter

Supporting Documents

- [b. Memorandum Dated November 5, 2015, from Thomas G. Bradford, Town Manager](#)
- [c. Memorandum Dated November 5, 2015, from Thomas G. Bradford, Town Manager](#)

TOWN OF PALM BEACH

Information for Town Council Meeting on: November 10, 2015

To: Mayor and Town Council

From: Thomas G. Bradford, Town Manager

Re: Consideration of a Motion to Designate the Underground Utilities Task Force (UUTF) as a de facto "Citizen Oversight Committee" During the Design and Construction Phases of the Underground Conversion Project, in Addition to Their Current Duties, Should the Voters Approve the Undergrounding Referendum on March 15, 2016

Date: November 5, 2015

STAFF RECOMMENDATION

Staff recommends the Town Council consider approving a motion to designate the UUTF as a de facto "citizen oversight committee" during the design and construction phases of the underground conversion project, in addition to their current duties, should the voters approve the undergrounding referendum on March 15, 2016.

GENERAL INFORMATION

When the town was contemplating the formation of a task force to review and make recommendations to the Town Council relative to a proposed townwide underground utilities project I was of the opinion that most, if not all of you, envisioned the task force to be involved with the project during the design and current construction phase of the project. Rick Asnani of Cornerstone Solutions feels that this function of project oversight by citizens is of importance to the residents and electors of the town. The subject was broached with the UUTF and they adopted a motion to recommend to the town Council that this function (citizen oversight) be formally included in the role to be played by the UUTF. It is important for the public to know that citizens who are equally impacted by the proposal will be closely monitoring the design and construction phases of the project.

If you concur with this recommendation, the Town Council should adopt a motion formally assigning a citizen oversight function to the UUTF during the design and construction phase portions of the project.

TGB:

cc: Jay Boodheshwar, Deputy Town Manager
Jane Struder, Director of Finance
Patricia Strayer, Senior Project Engineer
Rick Miller, Esq., Locke, Lord
John C. Randolph, Town Attorney
Rick Asnani, Cornerstone Solutions
Jon Cooper, Cornerstone Solutions

TOWN OF PALM BEACH

Information for Town Council Meeting on: November 10, 2015

To: Mayor and Town Council

From: Thomas G. Bradford, Town Manager

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

Date: November 5, 2015

STAFF RECOMMENDATION

Staff recommends the Town Council consider the recommendation of the Underground Utilities Task Force to revisit the ballot language as contained in previously adopted Resolution No.160-2015 which contains the ballot language previously approved for the proposed referendum to be held on March 15, 2016 and take action deemed necessary by the Town Council. If you approve this recommendation revised ballot language contained within an appropriate resolution authorizing these changes will be presented for your consideration at your meeting on December 8, 2015.

GENERAL INFORMATION

At your meeting on October 13, 2015, Town Council approved the referendum ballot language as contained in Resolution No.160-2015. In addition, Town Council approved hiring of Cornerstone Solutions to prepare a public information program for the underground program and forthcoming. Mr. Asnani is of the opinion the ballot language is confusing with its reference to "Double Barreled" and the order of the explanation of the work to be done and its cost should their sequence amended.

The Underground Utilities Task Force at its meeting on November 3, 2015, heard these issues and recommended the Town Council authorize the changing of the ballot language. Rick Miller, Bond Counsel has been contacted and has no problem amending the language as stated hereinabove.

TGB:cek

cc: Jay Boodheshwar, Deputy Town Manager
Jane Struder, Director of Finance
Patricia Strayer, Senior Project Engineer
Rick Miller, Esq., Locke, Lord
John C. Randolph, Town Attorney
Rick Asnani, Cornerstone Solutions
Jon Cooper, Cornerstone Solutions

TOWN OF PALM BEACH

Town Council Meeting on: November 10, 2015

Section of Agenda

Regular Agenda - New Business

Agenda Title

Coastal Update

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

- a. Shoreline Condition Update
- b. Discussion of Long-Term Coastal Management Program Budget

Presenter

Supporting Documents

- [b. Memorandum Dated October 30, 2015, from H. Paul Brazil, P.E., Director of Public Works](#)
- [Exhibit I](#)
- [Exhibit II](#)
- [Exhibit III](#)
- [Exhibit IV](#)
- [Exhibit V](#)
- [Exhibti VI](#)

TOWN OF PALM BEACH

Information for Town Council Meeting on: November 10, 2015

TO: Mayor and Town Council

VIA: Thomas G. Bradford, Town Manager

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

RE: Discussion of Long-Term Coastal Management Program Budget

DATE: October 30, 2015

STAFF RECOMMENDATION

Staff recommends that Town Council provide any direction as deemed necessary. This information was intended for information purposes, as requested. No action is required at this time.

GENERAL INFORMATION

During the October 13, 2015 Town Council meeting, staff was directed to prepare for a detailed discussion of the long-term Coastal Management Program budget at the November 10, 2015 Town Council meeting. Town staff is currently preparing a presentation to assist in the discussion of the 2013 Town Council Adopted Coastal Management 10-Year Plan and the recently prepared 2015 Coastal Management Program Update. This presentation will include a graphical depiction of the following information.

In preparation for the presentation, this memorandum will explain some of the history related to the long-term plan and the adjustments made during the first two (2) years of implementation. In addition, the information below will describe the updates made to the remaining years on the 2013 10-year plan and the addition of two (2) out-years to retain a sliding 10-year window for the program. As the program has evolved, each and every step was discussed openly during public meetings to ensure transparency of this important and expensive Town investment.

SHORE PROTECTION BOARD PLAN DEVELOPMENT (2009-2013)

The current Shore Protection Board was created by Town Council on July 8, 2008. In February 2009, Town Council directed the Board to provide a long term plan of action for Town Council consideration. After publicly meeting 15 times in 2009, the 10-year plan was provided on time to Town Council in November 2009. This initial plan included items that were "Required" to maintain the existing program, items that were "SPB Recommended", and items that were "SPB Considered". The SPB Recommended 10-year plan between FY 2010 and FY 2019 had a cost of \$83.4 million. This plan is attached as Exhibit I.

With development of each successive fiscal year budget, the SPB included a long-term plan. In preparation for the FY 2013 budget, which included a long-term plan that extended out to FY 2022, Town Council tasked Woods Hole Group (WHG) in April 2012 to provide a technical review of the program and include recommendations. Following an extensive review, a draft report from WHG was provided to the Town in February 2013 and presented publicly before

Town Council. Town staff utilized the WHG draft report in development of the FY 2014 budget and 10-year plan (FY 2014 - FY 2023). After making revisions as directed by Town Council, WHG presented their final report to Town Council and Town staff presented the FY 2014 budget and long-term plan in June 2013. During this June 2013 public discussion, Town Council subsequently adopted the FY 2014 - FY 2023 plan. Please see Exhibit II.

ADOPTED 10-YEAR COASTAL MANAGEMENT PROGRAM BUDGET (2014-2023)

The 2013 Woods Hole Group recommendations included a 10-year plan and estimated budget that focused on coastal projects to advance the CCMP scientific and engineering objectives. Woods Hole Group deferred to the Town for financial planning specifics (e.g., factoring market fluctuations, inflation, and cost-cutting measures to meet Town budgetary requirements). The program identified by Town staff includes all the items identified by Woods Hole Group as “Priority 1” and “Priority 2” items (i.e., all line items with annual costs shown in their recommendations). Where applicable, Town staff developed potential alternatives to focus on overall cost-effectiveness. These potential alternatives were reviewed by WHG and they approved the Town’s alternative as a viable plan, but stressed that the plan should be subjected to annual review and adaptive management.

Looking at a long-term coastal budget is common through the view of a 10-year window. The State of Florida, Florida Department of Environmental Protection (FDEP) requires that local sponsors provide plans that extend 10 years into the future. Understanding that a project estimate in the out years (years 6 to 10) has less certainty, FDEP focuses on costs in years 1 through 5. One example of this lack of certainty is that much higher mobilization costs have been bid recently on all projects in the region. While less emphasis should be given to the cost estimates in the out years, it is important to continue planning the coastal program in 10-year windows as typical beach nourishment projects have design expectancies of 6 to 8 years.

The Town of Palm Beach currently has two (2) large-scale beach nourishment projects: Mid-Town and Phipps/Reach 7. Both of these projects were constructed in 2006. Since constructing in the same season did not result in a cost savings to the Town, one goal in the coming years was to get the projects on alternating construction schedules. Having the projects constructed ideally four (4) years apart would levelize funding. With completed construction of Mid-Town in 2015 and Phipps/Reach 7 in 2016, the Town has started this schedule separation. Therefore, with two (2) alternating projects with project expectancies of eight (8) years, any 10-year window should show three (3) nourishment projects. This planned schedule would create three (3) “heavy” years and seven (7) “light” years during any given 10-year window.

With the community’s desire to complete projects in the near term, and the fact that both the Town’s nourishment projects were due for renourishment, the adopted plan had two (2) “heavy” years in the first three (3) years of the plan. The total estimate for the first three (3) years of the plan was \$45,917,000. Since construction projects have the least amount of cost certainty, and two (2) out of the three (3) planned projects in the 10-year plan were to be constructed during the first three (3) year period, it was expected that if there were cost overruns that they would be identified during this time. Below is a written account of how these projects have impacted the annual budgets and the adopted 10-year plan:

FY 2014 Projects

North Ocean Boulevard Seawall

- Planned cost was \$5,600,000
- The actual construction contract was awarded for \$6,129,406.20
- This project cost increases the FY 2014 program budget by \$529,406 from \$22,844,000 to \$23,373,406.

Mid-Town Beach Renourishment (2015)

- Planned cost was \$11,600,000 based on placement of 800,000 cubic yards at a unit rate of \$12/cubic yard and a mobilization cost of \$2 million.
- Project delayed by one (1) year due to high bids.
- Contract awarded for \$17,665,150 and project contingency of \$882,850 added for a total project cost of \$18,548,000.
- Project included the sand volume to be placed in Reaches 7 and 8.
- Project cost, including contingency and applicable to Mid-Town, was \$16,649,917.
- Project costs for the seawall and 2015 Mid-Town increases the 10-Year Plan estimate from \$84,189,000 to \$89,768,323.
- This project cost increases the FY 2014 program budget by \$5,579,323.

Interim Sand Placement in Reach 7 and Reach 8 Dune Restoration

- Planned cost of \$1,800,000 for Reach 7 and \$950,000 for Reach 8 for a total of \$2,750,000.
- Sand cost from the Mid-Town contract was \$1,898,083.
- Hauling contract awarded for \$1,324,880 and project budget of \$1,450,000 established.
- Sand and hauling total project cost of \$3,348,083.
- This project cost increases the FY 2014 program budget by \$598,083.

Project costs for the seawall, 2015 Mid-Town, and the 2015 sand placement in Reaches 7 and 8 increases the 10-Year Plan estimate from \$84,189,000 to \$90,366,406.

FY 2015 Projects

Phipps Ocean Park Beach Nourishment with Dune Restoration in Reach 8

The adopted plan did not include the Phipps project or Reach 8 dunes in FY 2015. The bid solicitation was held early in 2015 to encourage more competitive bids. Because the bids were solicited and received early (at Town Council's direction), Town Council awarded the project in FY 2015, rather than FY 2016. The project will be constructed between November 2015 and April 2016 (in FY 2016). The construction effort is applicable to two (2) line items in FY 2016:

Item 31 – Renourish Phipps project; and
Item 39 – Construct Reach 8 dunes concurrently with Phipps.

- Planned cost was \$15,100,000 for Phipps (Item 31) based on placement of 1,000,000 cubic yards at a unit rate of \$12/cubic yard, a mobilization cost of \$2.5 million, and administrative and extensive monitoring of \$600,000.
- Planned cost was \$1,235,000 for Reach 8 Dune Restoration.
- Contract awarded for \$15,879,950; \$15,591,200 for Phipps and \$288,750 for Reach 8 sand stockpile. Hauling costs will be determined following a separate bid solicitation.
- Project contingency of \$1,000,000 added for a total project cost of \$16,879,950.

- Excluding any possible overrun between the planned cost for Reach 8 Dune Restoration for hauling, the increased cost above the FY 2016 estimate is \$2,091,200.

Project costs for the seawall, 2015 Mid-Town, and the 2015 sand placement in Reaches 7 and 8, and the 2016 Phipps/Reach 8 increases the 10-Year Plan estimate from \$84,189,000 to \$92,457,606.

The total estimated combined costs for FY 2014 and FY 2015 estimated annual costs was \$26,783,000. The actual combined costs for FY 2014 and FY 2015 is \$48,696,847. This increase is largely due to the FY 2016 projects of Phipps Ocean Park Beach Nourishment and Reach 8 Dune Restoration being awarded in 2015. The 2013 adopted plan included an estimated budget of \$19,134,000 for FY 2016. The 2015 update for the FY 2016 estimated budget is \$8,915,163.

Update to Long-Term Costs and Future Construction Projects

During the FY 2016 budget process, staff was directed to re-evaluate the adopted plan and make suggestions to refine the estimated long-term cost. In addition, using adaptive management, the scope of work was modified and projects were added per WHG recommendations.

The only other year in the 2013 Town Council adopted plan that includes a major construction project is FY 2021. By applying an additional \$2 million for mobilization and \$1 million for contingency, an additional \$3 million should be applied to the adopted plan total cost. This increase, in addition to the actual increases for the FY 2014 and FY 2015 projects, would suggest a total cost of \$95,457,606 when compared to the same scope of work for the \$84,189,000 cost estimate adopted by Town Council in 2013.

2015 10-YEAR COASTAL MANAGEMENT PROGRAM BUDGET UPDATE (2016-2025)

During the FY 2015 budget process in 2014, the FY 2014 budget did not drop off and the FY 2024 budget was not added to the out-years. Therefore, a 10-year window was not maintained. A typical 10-year plan would show the drop off of a “heavy” FY 2014 year (which included Mid-Town) and the addition of a “heavy” FY 2024 year (for a future Phipps nourishment to occur 8 years following the 2016 project).

Removal of FY 2014 and Addition of FY 2024

FY 2014 included the North Ocean Boulevard Seawall Replacement, Mid-Town Beach Renourishment, interim sand placement in Reach 7, and Reach 8 Dune Restoration. FY 2014 had a planned annual estimate of \$22,844,000. Based on actual project costs, the revised 10-year estimate of \$92,457,606 would be reduced by \$29,021,406 before adding the FY 2024 costs. The FY 2024 estimated cost would include the next Phipps Ocean Park/Reach 7 Renourishment Project (\$21,800,000) and an expected project in Reach 8 that includes a combination of beach nourishment and dune restoration (\$2,830,000). By adding these two projects and the anticipated annual monitoring and administrative costs, an FY 2024 estimate of \$27,377,000 would be added into a 10-year window (FY 2015-FY 2024) totaling approximately \$90,813,200. Please see Exhibit III.

Removal of FY 2015 and Addition of FY 2025

With no projects planned for construction in either FY 2015 or FY 2025, the removal of the “light” FY 2015 budget of \$3,939,000 and the addition of a “light” FY 2025 budget of \$2,772,500 would result in a 10-year window (FY 2016-FY 2025) estimate of \$89,646,700. This 10-year window would be reflective of the same scope of projects identified in the 2013 adopted plan. Please see Exhibit IV.

Adaptive Management

The information below provides details of the adaptive management considered in development of the 2015 update to the Long-Term Coastal Management Program.

Nourishment Mobilization and Contingency

In 2014, bids were received for the 2015 Mid-Town Beach Renourishment Project. Bids received for this project, as well as bids for other similar projects in the region, had shown that the cost of mobilization had consistently risen from an average of \$2 - \$2.5 million to an average of \$4.5 million. Specific to Mid-Town, the low bid had a mobilization cost of \$3.25 million.

In 2015, bids were received for the 2016 Phipps Ocean Park Beach Nourishment Project. Like 2014, bids received for this project, as well as bids for the other similar projects in the region, again showed that the cost of mobilization had increased. With this trend, the mobilization cost for the future FY 2021 Mid-Town Beach Renourishment project in the plan was increased by \$3 million to address mobilization and contingency. This project in the 2013 adopted plan was listed at \$14.5 million. The 2015 update reflects a project cost of \$17.5 million.

Reach 8 Beach Restoration

The 2013 adopted plan only included projects that had been, or were expected to be permitted. With the uncertainty of the Environmental Impact Statement (EIS), currently being performed by the U.S. Army Corps of Engineers (USACE), only repetitive dune restoration projects were considered for Reach 8. In 2015, the USACE published a draft EIS. Although the draft EIS has yet to be finalized and will not be finalized until 2016, it is reasonable to assume based on the draft EIS that a small project in Reach 8 with mitigation could be permitted. For this reason, an additional permitting cost of \$200,000 in FY 2016, a project cost of \$3,500,000 in FY 2017, a mitigation cost of \$2,200,000 in FY 2017, and an easement cost of \$80,000 was added to the 2013 adopted plan during the 2015 update. A total of \$6,140,000 during the FY 2016 - FY 2025 10-year window was added to the program for Reach 8.

Sand Search

The two (2) sand search efforts performed in 2011 and 2012 identified sand resources to support the 2013 adopted 10-year plan. As the Town progresses through the plan, an additional sand search should be considered to support the out-years beyond the 2013 adopted plan. A two (2) year sand search effort, with an annual cost of \$725,000 and totaling \$1,450,000, has been added to the FY 2022 and FY 2023 “light” budgets. The estimate for this future sand search effort was based on the cost of the 2011 and 2012 sand search with annual escalators applied.

Reach 2 Sand Forepassing

WHG has recommended, on more than one occasion, for the Town to enhance downdrift movement of sand placed from the Lake Worth Inlet maintenance dredging. This activity would be achieved by moving the sand from the shadow of the south inlet jetty in Reach 1 to a point in Reach 2 where natural processes can move the sand south. This effort would forepass sand into sand starved areas and would feed the nourishment areas to enhance performance of the nourishment projects. Sand forepassing, to be performed on a biennial basis consistent with the inlet maintenance dredging, has an initial construction cost of \$700,000. Over a 10-year period between FY 2016 - FY 2025, five (5) individual sand forepassing efforts has an estimated total cost of \$3,280,000.

BMA Monitoring

The 2013 adopted plan was developed prior to the signing of the FDEP Beach Management Agreement (BMA) in September 2013. The agreement requires the Town, as a participant, to be responsive for additional physical, environmental, and sea turtle monitoring obligations. With cost updates for mobilization and contingency for the construction projects applied to the plan, it may also be appropriate to include the estimated monitoring costs consistent with the BMA. Monitoring costs and escalators have been applied. These similar costs in the 2013 adopted plan, for work to be performed between FY 2014 and FY 2023, were estimated to be nearly \$550,000 annually, or approximately \$5,496,000 for the 10-year period. For work to be performed between FY 2016 and FY 2025, the monitoring costs should now be estimated to be nearly \$770,000 annually, or \$7,661,000 for the 10-year period. Since implementation of the BMA monitoring, the State has acknowledged the additional annual cost of approximately \$220,000 per year and have issued grants to the Town to partially offset these additional costs.

Mid-Town Federal Cost-Sharing

Town Council has previously directed staff to identify State or Federal funding sources to partially offset the cost of the Coastal Management Program. The U.S. Army Corps of Engineers (USACE) has informed Town staff of their willingness to again pursue the Mid-Town Beach Nourishment as a Federal project. In order for Mid-Town to be considered a Federal project, a re-evaluation of the project must be performed. This re-evaluation, anticipated to take three (3) years to complete, has an estimated cost of \$3 million to be cost shared 50:50 with the USACE. Therefore, \$500,000 line items have been included in FY 2017, FY 2018, and FY 2019 to fund the Town's expected \$1,500,000 commitment for the re-evaluation. If Mid-Town becomes a Federal project, 50% of the project cost would be eligible for Federal cost sharing.

Annual Debt Service Payment

The 2013 adopted plan included program costs for planning, engineering, permitting, construction, mitigation, monitoring, and operating expenses. An item that was not included was the annual debt service payment for those projects that have been bonded. An annual debt service payment of approximately \$730,000, totaling \$7,333,130 has been included in the updated plan for FY 2016 - FY 2025.

Summary

By adding BMA monitoring costs, a sand search, biennial sand forepassing, a USACE re-evaluation of Mid-Town, and including the annual debt service payment to the 2013 adopted scope of work, the 10-year window between FY 2016 - FY 2025 has a total estimated cost of \$100,792,130. Please see Exhibit V.

12-YEAR COASTAL MANAGEMENT PROGRAM WINDOW

Town staff has been directed to provide a summary of the costs taking into consideration the first two (2) years of the 2013 adopted plan, FY 2014 and FY 2015, and include the 2015 Coastal Management Program update for the 10-year period between FY 2016 and FY 2025. This 12-year period has a much larger scope of work as it includes four (4) beach nourishments as opposed to three (3). In addition to the period being “heavy” in the first three (3) years due to two (2) beach nourishments, the front-end loading of the program includes seawall replacement and mitigation efforts that are not repetitive projects. These projects could have been constructed earlier, but were postponed as the long-term program was being developed. This 12-year estimated total has a comprehensive value of \$149,492,977. With a 12-year estimated total of nearly \$150,000,000, that would assume an annual budget of approximately \$12.5 million per year.

However, prior to FY 2014, the last “heavy” year for the Town was FY 2007 when both the Mid-Town and Phipps projects were constructed in 2006. In the four (4) “light” years prior to the 2013 adopted plan, FY 2010 (\$1,046,900), FY 2011 (\$3,090,000), FY 2012 (\$3,960,000), and FY 2013 (\$4,765,099), this four (4) year period totaled approximately \$12 million from the General Fund. If this four (4) year period was added to the above 12-year period, the estimated total over the 16-year comprehensive period would be approximately \$162,000,000, or \$10.1 million per year.

In closing, the \$84 million plan assumed an annual budget of approximately \$8.4 million per year. With the additional scope and cost refinements, the annual budget should be approximately \$10 million per year. Please refer to Exhibit VI.

cc: Jane Struder, Director of Finance
Robert Weber, Coastal Program Manager

November 10, 2009

EXHIBIT I

Shore Protection Board - Coastal Management Plan

= Required = SPB Recommended = Under SPB Consideration = Inlet Contingency

Item #	Project			2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019
	TOWNWIDE													
1	Offshore Sand Search				1,000,000									
2	Groin Assessment			60,000										
3	Groin Analysis				200,000									
4	Groin Rehabilitation (Reaches 1-6)					500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000
5	General Coastal (Engineering/Legal/Lobbying)				100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000
6	Easement Review			5,000										
7	Annual Sediment Budget			10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000
8	Physical Monitoring			50,000	50,000	53,000	55,000	58,000	61,000	64,000	67,000	70,000	74,000	78,000
9	Comprehensive Coastal Mgmt Plan Update					250,000								
10	SPB Operating Funds			25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000
	LAKE WORTH INLET IMP													
11	Sand Transfer Plant Phase I Construction			2,550,000										
12	Sand Transfer Plant Phase II Permitting				350,000									
13	Sand Transfer Plant Phase II Mitigation					2,000,000								
14	Sand Transfer Plant Phase II Construction					3,850,000								
15	Sand Transfer Plant Operating			300,000	315,000	330,000	350,000	365,000	385,000	405,000	425,000	445,000	465,000	490,000
16	Tri-Party Dredging Permitting				150,000									
17	Lawsuit Technical Assistance				50,000									
18	Maintenance Dredge Sand Permitting, Placement Extension				200,000	100,000								
19	LWI IMP Physical Monitoring			23,000	24,000	25,000	26,000	28,000	29,000	31,000	32,000	34,000	35,000	37,000
20	Biological Monitoring 0.8 acre reef			34,000	36,000	38,000	40,000							
21	Expanded Settling Basin Study					200,000								
22	Maintenance Dredge Placement (One Annual Event)				3,500,000	3,900,000	4,200,000	4,700,000	5,100,000	5,600,000	6,200,000	6,800,000	7,500,000	8,300,000
	REACH ONE													
23	Engineered Beach Designation			13,000										
24	Sea Turtle Monit./Beach Tilling/Escarpment Removal			53,000	55,000	58,000	60,000	63,000	65,000	68,000	71,000	75,000	79,000	84,000
	REACH TWO													
25	Dune Restoration Permitting							75,000	25,000					
26	Dune Restoration with Dune Plantings								1,550,000					
27	Beach Tilling/Escarpment Removal								20,000	21,000	22,000	23,000	24,000	26,000
28	North Ocean Boulevard Seawall				50,000		250,000		4,000,000					
29	Sea Turtle Nesting Monitoring				29,000				40,000	42,000	44,000	46,000	49,000	51,000
	REACH THREE/FOUR (MID-TOWN)													
30	Beach Nourishment Permitting					150,000	100,000	100,000					200,000	225,000
31	Beach Nourishment Construction							14,500,000						
32	Sea Turtle Monit./Beach Tilling/Escarpment Removal			56,000	59,000	62,000	65,000	68,000	71,000	75,000	79,000	83,000	87,000	91,000
33	Biological Monitoring			106,000	112,000	25,000	26,000	130,000	136,000	143,000	150,000	158,000	166,000	
34	Mid-Town Physical Monitoring			27,000	28,000	29,000	31,000	32,000	34,000	36,000	38,000	39,000	41,000	43,000
35	Mid-Town Bch. Project Engineering Report			10,000	10,000	10,000		10,000	10,000	10,000	10,000	10,000	10,000	
36	FEMA Beach/Dune Sand				2,200,000									
	REACH FIVE													
37	Dune Restoration Permitting								75,000	25,000				
38	Dune Restoration with Dune Plantings Construction									1,350,000				
39	Sea Turtle Nesting Monitoring									42,000	44,000	46,000	49,000	51,000
40	Beach Tilling/Escarpment Removal									21,000	22,000	23,000	24,000	26,000
	REACH SIX (FDOT REVETMENT AREA)													
41	Dune Restoration with Dune Plantings Permitting								75,000	25,000				
42	Dune Restoration with Dune Plantings Construction									1,350,000				
43	Sea Turtle Nesting Monitoring									42,000	44,000	46,000	49,000	51,000
44	Beach Tilling/Escarpment Removal									21,000	22,000	23,000	24,000	26,000
	REACH SEVEN (PHIPPS)													
45	Beach Renourishment Permitting				250,000	50,000	50,000				325,000	75,000	75,000	
46	Beach Renourishment Construction						10,000,000						13,400,000	
47	Structures Feasibility Study				250,000									
48	Structures Permitting					175,000	50,000							
49	Structures Construction						5,000,000							
50	Structures Construction Mitigation						2,500,000							
51	Dune Restoration/Phipps North to Sloans				423,000									
52	Sea Turtle Monit./Beach Tilling/Escarpment Removal			64,000	66,000	68,000	70,000	72,000	74,000	76,000	78,000	81,000	84,000	87,000
53	Biological Monitoring			247,000	260,000	273,000	287,000	302,000	317,000	333,000	350,000	368,000	386,000	405,000
54	Phipps Ocean Park Project Physical Monitoring			20,000	22,000	23,000	24,000	25,000	26,000	27,000	29,000	30,000	32,000	33,000
55	Phipps Ocean Park Project Engineering Report			10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000
56	FEMA Beach/Dune Sand				1,900,000									
	REACH EIGHT													
57	Critical Beach Erosion Designation				10,000									
58	Beach Restoration Permitting				150,000	150,000					200,000	100,000	100,000	
59	Beach Restoration Construction					14,420,000							9,300,000	
60	Beach Restoration Mitigation					3,000,000								
61	Dune Restoration (R-132 to R-134)					1,200,000			1,400,000			1,600,000		
62	Structures Study (Env. Impact Statement)				500,000									
63	Structures Permitting					100,000	50,000	25,000	10,000					
64	Structures Construction								8,000,000					
65	Structures Mitigation								4,000,000					
66	Sea Turtle Monit./Beach Tilling/Escarpment Removal				58,000	59,000	60,000	62,000	64,000	66,000	68,000	70,000	72,000	74,000
67	Biological Monitoring					302,000	317,000	333,000	350,000	368,000	386,000	405,000	426,000	447,000
68	Reach 8 Project Physical Monitoring				22,000	23,000	24,000	25,000	26,000	27,000	29,000	30,000	32,000	33,000
69	Reach 8 Project Engineering Report					10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000

SUB-TOTALS

Required			1,256,000	1,177,000	1,051,000	15,404,000	4,843,000	886,000	930,000	974,000	1,221,000	1,114,000
SPB Recommended			7,718,000	7,860,000	18,102,000	519,000	1,936,000	554,000	898,000	2,269,000	14,090,000	637,000
SPB Considered			0	18,641,000	937,000	1,005,000	14,719,000	3,883,000	1,362,000	1,292,000	10,627,000	1,262,000
Inlet Contingency			3,500,000	3,900,000	4,200,000	4,700,000	5,100,000	5,600,000	6,200,000	6,800,000	7,500,000	8,300,000

		5-Year Est. Total	5-Year Est. Maximum Grant Revenue	5-Year Est. Net Town Cost
	5-YR Required:	23,731,000	6,317,000	17,414,000
	5-YR SPB Recommended & Required:	59,866,000	20,058,000	39,808,000
	Unforeseen storms, such as hurricanes, tropical storms, and nor'easters, will require changes to the SPB Coastal Management Plan.			
	5-YR Under SPB Consid., Recommended & Required:	95,168,000	23,942,000	71,226,000
	5-YR Inlet Contingency:	21,400,000	2,763,000*	2,763,000*
	*Expected Cost Sharing Associated With An Incremental Cost Responsibility For Onshore Beach Placement As Opposed to Nearshore Disposal.			

		10-Year Est. Total	10-Year Est. Maximum Grant Revenue	10-Year Est. Net Town Cost
	10-YR Required:	28,856,000	7,296,000	21,560,000
	10-YR SPB Recommended & Required:	83,439,000	26,553,000	56,886,000
	Unforeseen storms, such as hurricanes, tropical storms, and nor'easters, will require changes to the SPB Coastal Management Plan.			
	10-YR Under SPB Consid., Recommended & Required:	137,167,000	32,919,000	104,248,000
	10-YR Inlet Contingency:	55,800,000	6,291,000*	6,291,000*
	*Expected Cost Sharing Associated With An Incremental Cost Responsibility For Onshore Beach Placement As Opposed to Nearshore Disposal.			

Notes:

- Reliability of estimated costs decrease as years increase further into the future
- Lake Worth Inlet IMP eligible projects contain a cost sharing ratio of 50% Town: 50% State
- Reach 3 & 4 eligible projects contain a cost sharing ratio of 63.82% Town: 36.18% State
- Reach 7 eligible projects contain a cost sharing ratio of 66.14% Town: 33.86% State
- Reach 8 eligible projects contain a cost sharing ratio of 79.58% Town: 20.42% State
- All costs are estimates

- For each project, the Town must front the entire project cost and await State reimbursement
- Due to different cost sharing opportunities in specific reaches, the annual physical monitoring cost is separated
- Physical monitoring is necessary for permitting of any future projects
- FEMA Beach/Dune Project is eligible for a 75% cost share through the Federal government, the remaining 25% may be eligible for a 50% Town: 50% State cost share

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Adopted Coastal Management Program Budget

[illegible]

FY 2015 - FY 2024 10-Year Window - Consistent Projects with 2013 Adopted Coastal Management Program Budget

FY 2015 - FY 2024 10-Year Total (Raw Cost)	\$90,813,200
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EXHIBIT IV

FY 2016 - FY 2025 10-Year Window - Consistent Projects with 2013 Adopted Coastal Management Program Budget

#	Project	FY 2014	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025
ISLANDWIDE													
1	Perform one-time supplemental analysis of historical data	40,000											
2	Apply and update island-wide sediment transport model	100,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	27,000	27,000
3	ANNUAL UPDATE BUDGET REPORT	75,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	37,000	38,000
4	SEAWALL/LLOD FUNCTION/NON-STRUCTURAL ASSESS.	100,000					100,000						
5	SEAWALL/LLOD ENGINEERING/STRUCTURAL ANALYSIS		100,000										
6	SEAWALL/LLOD REHABILITATION/REPLACEMENT		1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000
7	GROIN ASSESSMENT	60,000		500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000
8	GROIN REHABILITATION		500,000										
9	Perform a flooding and climate change/SIR assessment		50,000										
10	Commit a communications line item	25,000	7,000	7,000	7,000	7,000	7,000	7,000	7,000	7,000	7,000	25,000	25,000
11	Establish budget for dune vegetation maintenance	10,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	10,000	10,000
12	REGIONAL SAND NEEDS / SAND SEARCH	25,000											
13	GENERAL COASTAL ENGINEERING	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	64,000	66,000
14	PHYSICAL MONITORING (NON-PROJECT AREAS)	72,000	72,000	72,000	72,000	72,000	72,000	72,000	72,000	72,000	72,000	92,000	94,000
15	COASTAL MANAGEMENT PROGRAM OPERATING EXPENS.	213,000	219,000	226,000	233,000	240,000	247,000	255,000	262,000	270,000	278,000	213,000	219,500
INLET MANAGEMENT ACTIVITIES													
16	SAND TRANSFER PLANT OPERATING	310,000	313,000	316,000	319,000	322,000	325,000	328,000	331,000	335,000	338,000	0	0
17	MAINT. DREDGE SAND PERMIT, PLACEMENT EXTEN. (EIS)		1,000,000										
18	LWI IMP PHYSICAL MONITORING	19,000	19,000	19,000	19,000	19,000	19,000	19,000	19,000	19,000	19,000	25,000	25,000
REACH 1													
19	SEA TURTLE MONITORING	33,000	33,000	33,000	33,000	33,000	33,000	33,000	33,000	33,000	33,000	62,000	62,000
20	BEACH TILLING	10,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000
21	ESCARPMENT REMOVAL	10,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000
REACH 2													
22	NOB SEAWALL REPLACEMENT	6,129,406											
REACH 3													
23	Maintain Reach 3 part of Mid-Town project							14,500,000					
24	MID-TOWN PHYSICAL MONITORING	38,000	38,000	38,000	38,000	38,000	38,000	38,000	38,000	38,000	38,000	49,000	50,000
25	MID-TOWN PROJECT ENGINEERING REPORT	11,000	11,000	11,000	11,000	11,000	11,000	11,000	11,000	11,000	11,000	11,000	11,000
REACH 4													
26	BEACH NOURISHMENT CONSTRUCTION MITIGATION	150,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000		
27	SEA TURTLE MONITORING	32,000	32,000	32,000	32,000	32,000	32,000	32,000	32,000	32,000	32,000	60,000	60,000
28	BEACH TILLING	10,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000
29	ESCARPMENT REMOVAL	10,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000
30	BIOLOGICAL MONITORING	220,000	105,000	75,000	75,000	75,000	75,000	75,000	75,000	75,000	75,000	129,000	131,000
REACH 7													
31	Renourish Phipps project	2,176,254		17,191,200					2,300,000			21,800,000	
32	PHIPPS PHYSICAL MONITORING	28,000	28,000	28,000	28,000	28,000	28,000	28,000	28,000	28,000	28,000	36,000	37,000
33	PHIPPS PROJECT ENGINEERING REPORT	11,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000
34	SEA TURTLE MONITORING	32,000	32,000	32,000	32,000	32,000	32,000	32,000	32,000	32,000	32,000	60,000	60,000
35	BEACH TILLING	10,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000
36	ESCARPMENT REMOVAL	10,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000
37	BIOLOGICAL MONITORING	100,000	70,000	70,000	70,000	70,000	70,000	70,000	70,000	70,000	70,000	124,000	130,000
REACH 8													
38	Proceed with Regional EIS	1,000,000											
39	Construct first phase of project concurrently with Phipps	1,171,829		1,235,000					1,430,000			2,830,000	
40	REACH 8 PHYSICAL MONITORING	28,000	28,000	28,000	28,000	28,000	28,000	28,000	28,000	28,000	28,000	37,000	37,000
41	REACH 8 PROJECT ENGINEERING REPORT			10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	13,000	14,000
42	SEA TURTLE MONITORING	32,000	32,000	32,000	32,000	32,000	32,000	32,000	32,000	32,000	32,000	60,000	60,000
43	BEACH TILLING	10,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000
44	ESCARPMENT REMOVAL	10,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000
45	BIOLOGICAL MONITORING			20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	64,000	66,000
		29,021,406	3,939,000	21,225,200	2,809,000	2,819,000	2,989,000	2,840,000	21,080,000	2,862,000	2,873,000	27,377,000	2,772,500
FY 2014 - FY 2023 10-Year Total (Raw Cost)												\$92,457,606	
FY 2015 - FY 2024 10-Year Total (Raw Cost)												\$90,813,200	
FY 2016 - FY 2025 10-Year Total (Raw Cost)												\$89,646,700	

#	Project	FY 2014	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025		
ISLANDWIDE															
3	ANNUAL SEDIMENT BUDGET REPORT	75,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	37,000	38,000		
13	GENERAL COASTAL ENGINEERING	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	64,000	66,000		
14	PHYSICAL MONITORING (NON-PROJECT AREAS)	72,000	72,000	72,000	72,000	72,000	72,000	72,000	72,000	72,000	72,000	92,000	94,000		
15	COASTAL MANAGEMENT PROGRAM OPERATING EXPENS.	213,000	219,000	226,000	233,000	240,000	247,000	255,000	262,000	270,000	278,000	213,000	219,500		
INLET MANAGEMENT ACTIVITIES															
16	SAND TRANSFER PLANT OPERATING	310,000	313,000	316,000	319,000	322,000	325,000	328,000	331,000	335,000	338,000	0	0		
17	MAINT. DREDGE SAND PERMIT, PLACEMENT EXTEN. (EIS)		1,000,000												
18	LWI IMP PHYSICAL MONITORING	19,000	19,000	19,000	19,000	19,000	19,000	19,000	19,000	19,000	19,000	25,000	25,000		
REACH 1															
19	SEA TURTLE MONITORING	33,000	33,000	33,000	33,000	33,000	33,000	33,000	33,000	33,000	33,000	62,000	62,000		
20	BEACH TILLING	10,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000		
21	ESCARPMENT REMOVAL	10,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000		
REACH 3															
23	Maintain Reach 3 part of Mid-Town project	16,649,917							14,500,000						
24	MID-TOWN PHYSICAL MONITORING	38,000	38,000	38,000	38,000	38,000	38,000	38,000	38,000	38,000	38,000	49,000	50,000		
25	MID-TOWN PROJECT ENGINEERING REPORT	11,000	11,000	11,000	11,000	11,000	11,000	11,000	11,000	11,000	11,000	11,000	11,000		
REACH 4															
26	BEACH NOURISHMENT CONSTRUCTION MITIGATION	150,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000				
27	SEA TURTLE MONITORING	32,000	32,000	32,000	32,000	32,000	32,000	32,000	32,000	32,000	32,000	60,000	60,000		
28	BEACH TILLING	10,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000		
29	ESCARPMENT REMOVAL	10,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000		
30	BIOLOGICAL MONITORING	220,000	105,000	75,000	75,000	75,000	75,000	75,000	75,000	75,000	75,000	129,000	131,000		
REACH 7															
31	Renourish Phipps project	2,176,254		300,000					2,300,000			18,800,000			
32	PHIPPS PHYSICAL MONITORING	28,000	28,000	28,000	28,000	28,000	28,000	28,000	28,000	28,000	28,000	36,000	37,000		
33	PHIPPS PROJECT ENGINEERING REPORT	11,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000		
34	SEA TURTLE MONITORING	32,000	32,000	32,000	32,000	32,000	32,000	32,000	32,000	32,000	32,000	60,000	60,000		
35	BEACH TILLING	10,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000		
36	ESCARPMENT REMOVAL	10,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000		
37	BIOLOGICAL MONITORING	100,000	70,000	70,000	70,000	70,000	70,000	70,000	70,000	70,000	70,000	124,000	130,000		
		20,280,171	2,187,000	1,467,000	1,177,000	1,187,000	1,197,000	1,208,000	18,018,000	1,230,000	1,241,000	19,802,000	1,023,500		
ANNUAL DEBT SERVICE PAYMENT				731,163	731,413	736,038	735,038	733,038	733,538	733,913	735,538	731,538	731,913		
BMA REQUIRED ADDED COSTS AND ESC. (10 YRS)				+											
				2,747,500											
				TOTAL MINIMUM PROGRAM COST											
				57,631,130											
2013 WHG RECOMMENDED PROJECTS															
1	Perform one-time supplemental analysis of historical data	40,000													
2	Apply and update island-wide sediment transport model	100,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	27,000	27,000		
4	SEAWALL/LLOD FUNCTION/NON-STRUCTURAL ASSESS.	100,000					100,000								
5	SEAWALL/LLOD ENGINEERING/STRUCTURAL ANALYSIS		100,000												
6	SEAWALL/LLOD REHABILITATION/REPLACEMENT		1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000		
7	GROIN ASSESSMENT	60,000					60,000								
8	GROIN REHABILITATION		500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000		
9	Perform a flooding and climate change/SLR assessment		50,000												
10	Commit a communications line item	25,000	7,000	7,000	7,000	7,000	7,000	7,000	7,000	7,000	7,000	25,000	25,000		
11	Establish budget for dune vegetation maintenance	10,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	10,000	10,000		
12	REGIONAL SAND NEEDS / SAND SEARCH	25,000													
22	NOB SEAWALL REPLACEMENT	6,129,406													
38	Proceed with Regional EIS	1,000,000													
39	Construct first phase of project concurrently with Phipps	1,171,829		1,235,000					1,430,000			2,830,000			
40	REACH 8 PHYSICAL MONITORING	28,000	28,000	28,000	28,000	28,000	28,000	28,000	28,000	28,000	28,000	36,000	37,000		
41	REACH 8 PROJECT ENGINEERING REPORT			10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	13,000	14,000		
42	SEA TURTLE MONITORING	32,000	32,000	32,000	32,000	32,000	32,000	32,000	32,000	32,000	32,000	60,000	60,000		
43	BEACH TILLING	10,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000		
44	ESCARPMENT REMOVAL	10,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000		
45	BIOLOGICAL MONITORING			20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	64,000	66,000		
		8,741,235	1,752,000	2,867,000	1,632,000	1,632,000	1,792,000	1,632,000	3,062,000	1,632,000	1,632,000	4,575,000	1,749,000		
				TOTAL 2013 WHG RECOMMENDED PROJECTS											
				\$22,205,000											
FY 2014 - FY 2023 10-Year Total		\$75,566,406													
FY 2015 - FY 2024 10-Year Total		\$70,922,000													
FY 2016 - FY 2025 10-Year Total *		\$79,836,130													
				*\$16,891,200 excluded from FY 2016 - FY 2025 as Phipps project awarded and project budget established in FY 2015.											
2015 ADAPTIVE MANAGEMENT															
NOURISHMENT MOBILIZATION AND CONTINGENCY									3,000,000			3,000,000			
REACH 8 BEACH RESTORATION	PERMITTING			200,000											
	CONSTRUCTION				3,500,000										
	MITIGATION				2,200,000				1,070,000						
	ACCESS EASEMENT				80,000				80,000						
SAND SEARCH								725,000	725,000						
REACH 2 SAND FOREPASSING				700,000		600,000		620,000		660,000		700,000			
MID-TOWN	PERMITTING				100,000										
	FEDERAL COST-SHARE				500,000	500,000	500,000								
				900,000	6,380,000	1,100,000	500,000	620,000	4,150,000	1,385,000	725,000	3,700,000	0		
SUBTOTAL 1				+											
				19,460,000											
GROIN/SEAWALL (10 YRS)				SUBTOTAL 2											
				+											
				1,500,000											
				TOTAL 2015 ADAPTIVE MANAGEMENT (SUBTOTALS 1 AND 2)											
				=											
				20,960,000											
				FY 2016 - FY 2025 10-YEAR TOTAL + TOTAL 2015 ADAPTIVE MANAGEMENT											
				\$100,796,130											

#	#s REPLACED (FY 2014)	PROJECT	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	Modification/Description
ISLANDWIDE													
1	2	APPLY AND UPDATE ISLANDWIDE SEDIMENT TRANSPORT ANALYSIS	20,000	21,000	22,000	22,000	23,000	24,000	24,000	25,000	26,000	27,000	Add 3% escalator (round up to \$1000)
2	3, 25, 33	ANNUAL SEDIMENT BUDGET REPORT (NOW BMA REQ'D)	45,000	47,000	48,000	50,000	51,000	53,000	54,000	56,000	58,000	59,000	Combined line items; Add 3% escalator (round up to \$1000)
3	4,5	SEAWALL/LLOD FUNCTION/NON-STRUCTURAL INVENTORY ASSESSMENT & ANALYSIS				116,000							Add 3% escalator (round up to \$1000)
4	6	SEAWALL/LLOD REHABILITATION/REPLACEMENT	0	0	0	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	Continue \$1M appropriation; Future roadway protective repairs
5	7	GROIN ASSESSMENT				70,000							Add 3% escalator (round up to \$1000)
6	8	GROIN REHABILITATION	1,500,000	1,500,000	1,500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	FY16-FY18 Phase 1; \$14.11 M needed for Phases 2-4; FY19-FY25 totals \$3.5M
7	9	FLOODING AND CLIMATE CHANGE/SLR ASSESSMENT	50,000	50,000									Reprogrammed from FY 2015 appropriation; then split into 2 equal years
8	10	COMMUNICATIONS	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	Increased back to \$25K from \$7k.
9	11	DUNE VEGETATION MAINTENANCE	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	Estimate 3% annual, esc. from 2010 cost; then split into 2 equal years
10	12	REGIONAL SAND NEEDS / SAND SEARCH							725,000	725,000			Continue 3% escalator (round up to \$1000)
11	13	GENERAL COASTAL ENGINEERING	50,000	52,000	54,000	55,000	57,000	58,000	60,000	62,000	64,000	66,000	Continue 3% escalator (round up to \$1000)
12	14	PHYSICAL MONITORING (NON-PROJECT AREAS)	72,000	75,000	77,000	79,000	82,000	84,000	86,000	89,000	92,000	94,000	Combined line items; Inc by 10% every 5 years; New contracts every 5 years
13	19, 27, 34, 42	BMA SEA TURTLE MONITORING	200,000	200,000	220,000	220,000	220,000	220,000	220,000	242,000	242,000	242,000	Continue 3% escalator (round up to \$1000)
14	30, 37	BMA BIOLOGICAL MONITORING	200,000	206,000	213,000	219,000	226,000	232,000	239,000	246,000	254,000	261,000	Combined line items; Add 3% escalator (round up to \$1000)
15	15	COASTAL MANAGEMENT PROGRAM OPERATING EXPENSES	169,000	174,000	179,000	184,000	189,500	195,000	201,000	207,000	213,000	219,500	Annual reductions, continue
16		ANNUAL DEBT SERVICE PAYMENT	731,163	731,413	736,038	735,038	733,038	733,538	733,913	735,538	731,538	731,913	Not included in FY 2013 10-Year plan
INLET MANAGEMENT ACTIVITIES													
17	16	SAND TRANSFER PLANT OPERATING	0	0	0	0	0	0	0	0	0	0	Approx. \$300K/year appropriation to be discontinued following 08/18 BCC
18	17	MAINTENANCE DREDGING, SAND PLACEMENT EXTENSION (EIS)			1,000,000								Reprogrammed from FY 2015 appropriation
19	18	LWI JMP PHYSICAL MONITORING	19,000	20,000	21,000	21,000	22,000	23,000	23,000	24,000	25,000	25,000	Continue 3% escalator (round up to \$1000)
REACH 1 (LAKE WORTH INLET TO ONONDAGA AVENUE)													
20	20	BEACH TILLING	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	No change, continue
21	21	ESCARPMENT REMOVAL	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	No change, continue
REACH 2 (ONONDAGA AVENUE TO EL MIRASOL)													
22	22	NOB SEAWALL REPLACEMENT											
23		SAND FOREPASSING	700,000		600,000		620,000		660,000		700,000		\$150K Des/Eng; \$50K Easement; Based on P8C contract values
REACHES 3+4 (EL MIRASOL TO BANYAN ROAD)													
24	23	MID-TOWN BEACH RENOURISHMENT CONSTRUCTION						17,850,000					Add \$2M (mob), \$1M (contingency); \$350K eng/observations
25		MID-TOWN BEACH RENOURISHMENT PERMITTING				100,000							Add for Federal permitting
26		OBTAIN FEDERAL COST-SHARE FOR MID-TOWN		500,000	500,000	500,000							\$1.5M estimate (USACE staff communication; based on 3/3/3 Rule)
27	24	MID-TOWN PHYSICAL MONITORING	38,000	40,000	41,000	42,000	43,000	45,000	46,000	47,000	49,000	50,000	Continue 3% escalator (round up to \$1000)
28	26	MID-TOWN MITIGATION - CORAL NURSERY/TRANSPLANTATION	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000			Inc. from \$150K/yr to \$200K/yr; Discontinues after FY 2023
29		MID-TOWN MITIGATION - ARTIFICIAL REEF CONSTRUCTION	3,000,000										Reprogrammed from FY 2012 appropriation
30	28	BEACH TILLING	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	No change
31	29	ESCARPMENT REMOVAL	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	No change
REACH 7 (SLOAN'S CURVE TO LAKE WORTH MUNICIPAL PIER)													
32	31	PHIPPS OCEAN PARK/REACH 7 BEACH NOURISHMENT CONSTRUCTION	300,000					2,300,000			21,800,000		Actual; Add \$2M (mob) & \$1M (contingency); \$300K eng/observations
33	32	PHIPPS PHYSICAL MONITORING	28,000	29,000	30,000	31,000	32,000	33,000	34,000	35,000	36,000	37,000	Continue 3% escalator (round up to \$1000)
34	35	BEACH TILLING	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	No change
35	36	ESCARPMENT REMOVAL	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	No change
REACH 8 (LAKE WORTH MUNICIPAL PIER TO SOUTH TOWN LIMITS)													
36	38	EIS											
37		SOUTH END PALM BEACH RESTORATION PERMITTING	200,000										
38		SOUTH END PALM BEACH RESTORATION (INITIAL CONSTRUCTION)		3,500,000									75000cy @ \$40cy +10% contingency+\$200K eng
39		SOUTH END PALM BEACH RESTORATION MITIGATION		2,200,000									1.5 acres at \$1M/acre, \$500K contingency, \$200K eng.
40		CONSTRUCTION ACCESS EASEMENT AND SITE RESTORATION		80,000				80,000			80,000		Attorney, Engineering, Processing fees
41	39	DUNE/BEACH CONSTRUCT CONCURRENTLY W/MID-TOWN, PHIPPS	1,235,000					2,500,000			2,750,000		Recalculated with higher volume, 75,000cy \$25/cy; 10% contingency; 3% esc.
42	45	REACH 8 BIOLOGICAL MONITORING	50,000	52,000	54,000	55,000	57,000	58,000	60,000	62,000	64,000	66,000	Continue 3% escalator (round up to \$1000)
43	40	REACH 8 PHYSICAL MONITORING	28,000	29,000	30,000	31,000	32,000	33,000	34,000	35,000	36,000	37,000	Continue 3% escalator (round up to \$1000)
44	41	REACH 8 PROJECT ENGINEERING REPORT	10,000	11,000	11,000	11,000	12,000	12,000	12,000	13,000	13,000	14,000	Continue 3% escalator (round up to \$1000)
45	43	BEACH TILLING	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	No change
46	44	ESCARPMENT REMOVAL		5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	No change
10-YEAR ESTIMATED TOTAL (RAW COST)			8,915,163	9,792,413	5,611,038	4,316,038	4,174,538	26,308,538	4,986,913	4,378,538	28,808,538	3,504,413	
													\$100,796,130

TOWN BUDGET TRANSFERS AND POTENTIAL REVENUES			For each project, the Town must front the entire project cost and await County, State, or Federal reimbursement.									
#		PROJECT	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025
47		GENERAL FUND BUDGET TRANSFER	6,420,310	6,612,919	6,811,307	7,015,646	7,226,115	7,442,899	7,666,186	7,896,171	8,133,057	8,377,048
48		BOND PROCEEDS	1,500,000	1,500,000	1,500,000							
49		PALM BEACH COUNTY COST-SHARE PARTICIPATION (20% ELIGIBLE PROJECT COSTS)	2,432,228					0			3,244,800	
50		ELIGIBLE NON-FED. STATE FDEP PROJECT COST-SHARE (46% MID-TOWN, 39% PHIPPS)	6,201,000					3,645,500			8,112,000	
51		FEDERAL COST-SHARE PARTICIPATION (50% TOTAL PROJECT COST, FY 2021 MID-TOWN)						8,425,000				

POTENTIAL NET COSTS													Net Town cost only includes construction costs and not potential/eligible County/State cost-share for monitoring.
10-YEAR TOTAL (NET TOWN COST WITH COUNTY PARTICIPATION)													\$95,119,102
10-YEAR TOTAL (NET TOWN COST WITH COUNTY AND STATE PARTICIPATION)													\$73,055,102
10-YEAR TOTAL WITH COUNTY, STATE, AND FEDERAL PARTICIPATION)													\$68,735,602

Notes: Any cost sharing is subject to availability of County, State, and Federal funds. Although projects are eligible for State cost-sharing, there is no guarantee for State participation. Grants are issued based on Statewide rankings.

File Name: 10-Year CMP Budget Update, 081015 With Colors

478

Regulatory/Permit Required

No Changes*

Added Escalators*

Added Project Costs to Existing Items*

Added Project Costs to New Items*

*Based on FY2013 10-Year Plan (June 2013)

TOWN OF PALM BEACH

Town Council Meeting on: November 10, 2015

Section of Agenda

Regular Agenda - New Business

Agenda Title

Authorize the Town Manager to Negotiate an Interlocal Agreement with the City of West Palm Beach for Rehabilitation of the Shared Wastewater Force Main from I-95 and North Congress Avenue to the East Central Regional Wastewater Treatment Plant

Presenter

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

Supporting Documents

- [Memorandum Dated October 23, 2015, from H. Paul Brazil, P.E., Director of Public Works](#)
- [Inspection Plan](#)
- [Locke Lord Letter](#)

TOWN OF PALM BEACH

Information for Town Council Meeting on: November 10, 2015

To: Mayor and Town Council

Via: Thomas G. Bradford, Town Manager

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

Re: Authorize the Town Manager to Negotiate an Interlocal Agreement with the City of West Palm Beach for the Rehabilitation of the Shared Wastewater Force Main from I-95 and North Congress Avenue to the East Central Regional Wastewater Treatment Facility

Date: October 23, 2015

STAFF RECOMMENDATION

Staff recommends that Town Council authorize the Town Manager to negotiate an Interlocal Agreement with the City of West Palm Beach for the rehabilitation of the shared wastewater force main from I-95 and North Congress Avenue to the East Central Regional Wastewater Treatment Facility.

GENERAL INFORMATION

All of the Town's wastewater is treated at the East Central Regional Wastewater Treatment Facility (ECRWTF) on Roebuck Road and Florida's Turnpike. There are currently three (3) routes that the wastewater can be pumped from the island to the mainland through Town-owned facilities. One route is through a 12 inch pipe that is south of the Lake Worth Bridge and runs through Lake Worth and out to the treatment facility, but it is utilized only for emergencies or when required for maintenance. The other two (2) routes leave the island from Pump Station S-2 in Bradley Park through a 24 inch pipe to Providencia Park and up North Flagler Drive to Currie Park or through a 30 inch pipe from Pump Station E-6 at the west end of Tangier Avenue to Currie. Both these pipes join together at Currie Park and wastewater flows west through a Town-owned 30 inch pipe, a City site (former Lift Station 22), at North Tamarind Avenue and 23rd Street.

At the City site (former Lift Station 22) at North Tamarind Avenue and 23rd Street, the Town's 30 inch pipe connects to a 42 inch pipe that is shared by the City and Town. The 42 inch pipe meanders west to I-95 and North Congress Avenue and under I-95, at which point the pipe becomes a 48 inch pipe and travels across Bear Lakes Country Club and west along Roebuck Road to the ECRWTF (see attached map). The total length of the pipe is approximately 6 miles and was constructed in 1974 with pre-stressed concrete cylinder pipe (PCCP). In anticipation of the construction of the ECRWTF and the shared force main, the Town and City entered into an agreement in 1972 which outlines the conditions and obligations of the parties with respect to the shared use of the force main. While the agreement is somewhat vague, the Town's obligation for maintenance and replacement has always been considered to be calculated by the pro-rated current ECRWTF capacities of the entities. The Town's capacity is currently 6 million gallons

per day (MGD) and the City's is 20.5 MGD. As such, the Town's obligation for maintenance and replacement is 6/26.5 or 22.6%.

Most pipe used for utilities today has a useful life on the order of 75-100 years and PCCP would expect to have the same, however, it has been discovered that while the pipe itself has that useful life, the joints deteriorate prematurely. Many PCCP pipelines around the world have failed as a result. Since this is a primary wastewater pipeline for both the Town and City, and there are no redundant pipes that could be used in the event of a failure, the Town and City have been discussing options of replacing or rehabilitating the pipe for several years. Town staff anticipated that this project would be part of a future bond issue.

Most recently, a consultant for the City performed a condition assessment on the pipe. The results of the assessment indicate that the 42 inch pipe on the eastern portion of the pipeline is in fair to good condition and no immediate remediation was needed. It was recommended to perform another assessment in five (5) years. The 48 inch pipe west of I-95, however, was found to be at immediate risk of failure at approximately 23% of the joints. These locations were also spread evenly throughout the limits of the pipe.

In preliminary discussions, Town staff, City staff, and our consultants have concluded that the most prudent and cost-effective remediation would be to line the force main from I-95 and North Congress Avenue to the East Central Regional Wastewater Treatment Facility as opposed to the full replacement that was originally envisioned. The current estimate for design and construction of this project, with contingency, is \$15 million. Based on the current agreement with the City and the above calculation, the Town's portion of the project cost would be \$3.4 million.

FUNDING/FISCAL IMPACT

A combination of un-spent funds from Phase 1 ACIP, and interest was transferred to Phase 2 ACIP in the amount of \$3,338,037. This transfer will accommodate the majority of the anticipated cost of this project. The estimated funding for this project can be fully accommodated within the Town's Accelerated Capital Improvement Program – Phase 2.

TOWN ATTORNEY REVIEW

The Town Attorney will review the final Interlocal Agreement document when completed and prior to final Town Council approval.

Attachments

cc: William K. Francis, P.E., Town Engineer
Patricia Strayer, P.E., Senior Project Engineer
Jane Struder, Director of Finance

Inspection Plan

42 and 48-inch Diameter PCCP Force Main: Lift Station 22 to the ECR
Prepared for City of West Palm Beach by Pure Technologies US Inc.

East Central Regional
Water Reclamation
Facility

(STA# 190+49.97)
48-inch PCCP
EXTRACTION

Lift Station 22

(STA# 495+32)
42-inch PCCP
INSERTION

Town of Palm Beach Connection

LS077

LS076

LS047

Legend

- 42 inch Unlined Cylinder Concrete Pipe
- 48 inch Unlined Cylinder Concrete Pipe
- 48 inch Embedded Cylinder Concrete Pipe
- Pure SBR Tracking Locations
- Lift Station Tie-ins to Inspection Main
- Insertion/Extraction

SBR	Action	Travel Time from Prev. SBR (mins)		
		1 fps	1.5 fps	2 fps
1	Insert @ 7am. Surge LS 47	0	0	0
2	Monitor Flow	17	11	8
3	Activate LS 47	27	18	14
4	Surge LS 76	46	31	23
5	Monitor Flow	45	30	22

SBR	Action	Travel Time from Prev. SBR (mins)		
		1 fps	1.5 fps	2 fps
6	Surge LS 77	25	17	12
7	Activate LS 76	45	30	22
8	Monitor Flow	31	20	15
9	Activate LS 77	31	21	16
10	Monitor Flow	68	45	34

SBR	Action	Travel Time from Prev. SBR (mins)		
		1 fps	1.5 fps	2 fps
11	Monitor Flow	29	19	15
12	Monitor Flow	33	22	17
13	Exercise Actuator @ ECR	32	21	16
14	Monitor Flow	48	32	24
15	Extraction @ Alt Grit Chamber	34	23	17



November 4, 2015

Town of Palm Beach, Florida
Town Hall
360 South County Road
Palm Beach, FL 33480

Attention: Ms. Jane Struder, Town Finance Director

Re: Rehabilitation of Shared Wastewater Force Main - Proposed Use of Portion of Proceeds of Town of Palm Beach, Florida Public Improvement Revenue and Refunding Bonds, Series 2010A (Capital Improvement Program) and Public Improvement Revenue Bonds, Series 2013 (Capital Improvement and Coastal Management Program)

Ladies and Gentlemen:

We have been informed that the Wastewater Force Main shared by the Town of Palm Beach, Florida (the "Town") with the City of West Palm Beach extending from I-95 and North Congress Avenues to the East Central Regional Wastewater Treatment Facility is in urgent need of rehabilitation (the "Force Main Project") at estimated cost to the Town of approximately \$3,000,000. Additionally, we have been asked if the Town may use the remaining proceeds of its Public Improvement Revenue and Refunding Bonds, Series 2010A (Capital Improvement Program) (the "Series 2010A Bonds"), and, to the extent not sufficient, a portion of the proceeds of the Town's Public Improvement Revenue Bonds, Series 2013 (Capital Improvement and Coastal Management Program) (the "Series 2013 Bonds," and, collectively with the Series 2010A Bonds, the "Bonds") to finance the portion of the cost of the Force Main Project allocable to the Town. In this regard, we have reviewed Town Resolution No. 13-10, adopted by the Town Council on January 12, 2010 (the "2010 Resolution") authorizing the Series 2010A Bonds and Town Resolution No. 194-2013, adopted by the Town Council on November 12, 2013 authorizing the issuance of the Series 2013 Bonds (the "2013 Resolution," and, collectively with the 2010 Resolution, the "Resolutions"). We have been told that the Force Main Project was not contemplated at the time of the issuance of the Bonds and was not the part of the Town's Capital Improvement Plan, but that the urgent nature of such Project requires immediate attention.

Section 3.10.C. of each of the Resolutions states:

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.

Pursuant to Section 3.10.C of the Resolutions, we of the opinion that the proposed application of a portion of the proceeds of the Bonds to finance the portion of the Force Main Project allocable to the Town will not, in and of itself, adversely affect the exclusion of interest on the Bonds from gross income for Federal income tax purposes.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Joseph D. Lord".

cc: Mr. Thomas Bradford, Town Manager

AM 56205319.2

TOWN OF PALM BEACH

Town Council Meeting on: November 10, 2015

Section of Agenda

Regular Agenda - New Business

Agenda Title

Appeal of Denial of Special Event Permit for the Proposed Eau Palm Beach Marathon

Presenter

Thomas G. Bradford, Town Manager

Supporting Documents

- [Memorandum Dated November 3, 2015, from Thomas G. Bradford, Town Manager](#)
- [Notice of Denial Letter](#)
- [Appeal of Denial of Permit](#)
- [Eau Palm Beach Marathon SEP Application](#)

TOWN OF PALM BEACH

Information for Town Council Meeting on: November 10, 2015

To: Mayor and Town Council

From: Thomas G. Bradford, Town Manager

Re: Appeal of Denial of Special Event Permit for the Proposed Eau Palm Beach Marathon

Date: November 3, 2015

STAFF RECOMMENDATION

Staff recommends the Town Council consider the appeal of staff's denial of a Special Event Permit for the proposed Eau Palm Beach Marathon to be held on Sunday, December 6, 2015 and take action deemed necessary by the Town Council.

GENERAL INFORMATION

Recently, Lifetime- Media and Events made application for a Special Event Permit to conduct a marathon in Palm Beach on Sunday, December 6, 2015. Staff denied the permit for the reasons stated in the attached Notice of Permit Denial letter. Also, enclosed for your review are a copy of the applicant's permit application and their written appeal of the staff decision to the Town Council. Staff will be prepared to answer any questions you may have in this regard at the Town Council meeting.

cc: Kirk Blouin, Director of Public Safety
H. Paul Brazil, Director of Public Works
John C. Randolph, Town Attorney
Darrel Donatto, Deputy Fire-Rescue Chief
Curtis Krauel, Captain, Police Department
Nicholas Caristo, Lieutenant, Police Department
Tim Pompos, Fire Marshall



TOWN OF PALM BEACH

Town Manager's Office

November 3, 2015

VIA EMAIL & CERTIFIED MAIL, RETURN RECEIPT REQUESTED

Meryl Leventon
Event Manager
Lifetime – Media and Events
8879 SW. 131st St.
Miami, FL 33176

Re: Eau Palm Beach Marathon; Notice of Denial of Permit for Special Event on December 6, 2015

Dear Ms. Leventon:

Pursuant to Section 106 – 284 of the Town of Palm Beach Code of Ordinances, this is to provide you with Notice of Denial of your permit application for a Special Event Permit for the proposed Eau Palm Beach Marathon on Sunday, December 6, 2015. The reasons for permit denial include, but are not limited to, the following:

- 1) The proposed event could create a delay in the delivery of fire – rescue services to residents within the affected area.
- 2) The event could cause delays in response to emergency calls and the transport of emergency medical patients to the hospital.
- 3) The event could create additional demands for service in response to and care for participants of the marathon.
- 4) Approximately 36 to 38 police officers would be needed to properly safeguard the event and assist with traffic control. It is unlikely the Palm Beach Police Department could provide this amount of manpower and require PBSO or West Palm Beach Police Department to assist with coverage on the island.
- 5) Staff is of the opinion that it is not authorized to allow the impacts to traffic that have been requested.
- 6) The route map submitted as a part of your application indicates four (4) points or locations within the Town of Palm Beach with no indication as to what those points are for. It is assumed that these may be water stations, but the purpose is not stated in the application submittal.
- 7) In the MOT PDF showing the intersection of Southern Boulevard and A1A there is a text box

indicating “Half Marathon” with no indication of what that means. For example, does this mean the half marathon ends at this location or, alternatively, is this just to delineate the point of ending for the half marathon? Additionally, at the same location at the intersection of Southern Boulevard and A1A, the green race path arrow points southward on South Ocean Boulevard along with additional MOT traffic cones well south of the Bath and Tennis Club. This is in conflict with the route map provided with the application.

Pursuant to Section 106 – 285 of the Town Code of Ordinances any person aggrieved shall have the right to appeal the denial of a special event permit to the Town Council. The appeal shall be taken within five days of notice of denial if an appeal to the Town Council is made, the Town Council shall act upon such appeal at the next regular monthly meeting of the Town Council subsequent to the notice of appeal. Should you wish for the appeal to be heard by the Town Council at their November 10, 2015 Town Council meeting, please notify me in writing of this by Noon, Wednesday, November 4, 2015.

Should you have any questions in regard to this, notice of permit denial, please feel free to contact me at your earliest convenience.

Sincerely,

A handwritten signature in blue ink that reads "Thomas G. Bradford". The signature is fluid and cursive, with the first name "Thomas" being the most prominent.

Thomas G. Bradford
Town Manager

CC: Kirk Blouin, Director of Public Safety
H Paul Brazil, P.E., Director of Public Works
Darrell Donato, Deputy Fire – Rescue Chief
Curtis Krauel, Captain, Police Department
Nicholas Caristo, Lieutenant, Police Department
Tim Pompos, Fire Marshal
Susan Owens, Town Clerk



RE: Town Council Meeting

Meryl Leventon

to:

'TBradford@TownofPalmBeach.com'

11/03/2015 01:43 PM

Cc:

"SOwens@TownofPalmBeach.com"

Hide Details

From: Meryl Leventon <MLeventon@lifetimefitness.com>

To: "'TBradford@TownofPalmBeach.com'" <TBradford@TownofPalmBeach.com>

Cc: "SOwens@TownofPalmBeach.com" <SOwens@TownofPalmBeach.com>

Hi Tom-

Thanks so much for the heads up on what the department has decided.

With that, I'd like to official appeal the decision and am asking to be placed on the Town Council Agenda and to be heard by them on November 10th, 2015.

Please let me know if there are any further details about my attendance for the upcoming meeting.

Talk to you soon-

Meryl

From: TBradford@TownofPalmBeach.com [<mailto:TBradford@TownofPalmBeach.com>]

Sent: Tuesday, November 03, 2015 9:01 AM

To: Meryl Leventon <MLeventon@lifetimefitness.com>

Cc: SOwens@TownofPalmBeach.com

Subject: Re: Town Council Meeting

Meryl:

This is to inform you that I will be sending you a certified letter advising you that your permit request has been denied and the reasons for the denial later today. If you wish to appeal this decision you need to let me know ASAP, but by no later than 5 days. If you wish to be heard by the Town Council on November 10, I need a written appeal letter or email from you by Noon tomorrow. Thanks.

Thomas G. Bradford

Town Manager

Town of Palm Beach

360 South County Road

P.O. Box 2029

Palm Beach, FL 33480

Telephone: (561) 838-5410

Fax: (561) 838-5411

Email: tbradford@townofpalmbeach.com

From: Meryl Leventon <MLeventon@lifetimefitness.com>

To: "TBradford@TownofPalmBeach.com" <TBradford@TownofPalmBeach.com>
Date: 10/30/2015 11:54 AM
Subject: Town Council Meeting

Tom-

So I can get it in my schedule and make sure the right people are there could you provide me with the date, time and location of the November town council meeting?

Thanks!

Meryl

Meryl Leventon
Event Manager

Life Time - The Healthy Way of Life CompanySM
Media & Events
8879 SW 131st Street
Miami, FL 33176

Direct // 610.659.2613
Office // 305.278.8668
Fax // 305.278.4166

www.eventsbylifetime.com
www.lifetimefitness.com

LIFE TIME
Media
& EventsSM

Life Time – The Healthy Way of Life Company, 2902 Corporate Place, Chanhassen, MN 55317.

Life Time Fitness: <https://www.lifetimefitness.com/en.html>
Unsubscribe: <https://www.lifetimefitness.com/en/membership/unsubscribe.html>
Privacy Policy: <https://www.lifetimefitness.com/en/policy/privacy-policy.html>

Life Time Fitness may monitor email communications. This email may contain confidential or proprietary information.

T-15-00786 Please see the last page for special conditions and revise via e-mail to dcarmona@townofpalmbeach.com



TOWN OF PALM BEACH

Office of the Town Clerk

PERMIT FEE
\$150.00

APPLICATION FOR SPECIAL EVENT PERMIT

Application is due in the Town Clerk's office not less than 30 days nor more than 90 days before the event date.

APPLICANT INFORMATION			
Name:	Meryl Leventon, Event Manager		
Address:	8879 SW 131st St Miami FL 33176	E-mail:	mleventon@lifefitness.com
Phone Number:	(305) 278-8668	Cell Number:	(610) 659-2613

ORGANIZATION INFORMATION			
Name:	LTF Triathlon Series, LLC		
Address:	8879 SW 131st St Miami FL	E-mail:	
Phone Number:	(305) 278-8668	Cell Number:	() -

CONTACT INFORMATION			
Name:	Meryl Leventon		
Address:		E-mail:	
Phone Number:	() -	Cell Number:	() -

EVENT INFORMATION			
Name:	EAU Palm Beach Marathon		
Address/Location:	Start/Line at: Meyer Amphitheatre in WPB Finish		
Day and Date	Dec 6th, 2015	Hours - 3 hour limit including assembly	Setup 5-6am Runners 6:15-7:30 Breakdown 7:30-8:00
Purpose:	Annual Eau Palm Beach Marathon		
Provide a detailed description of activities - include maps, pictures, and illustrations - Note: no amplified music: Running event. See attached maps + course details.			
Approximate number of participants:	3000	Approximate number of spectators:	N/A

RECEIVED

Mailing: Post Office Box 2029, Palm Beach, Florida 33480 • Location: 360 South County Road, Palm Beach, Florida 33480
(561) 838-5416 • Fax (561) 838-5417 • townclerk@townofpalmbeach.com • www.townofpalmbeach.com

2015 OCT 21 11:43 TWH CLERK

APPLICATION FOR SPECIAL EVENT PERMIT

TRAFFIC/PARKING INFORMATION

Will support facilities or services such as traffic control and crowd control be needed? If yes, please specify:

Yes, fire rescue and police.

List the different forms of transportation to be used by participants:

N/A

Where will event attendees park? Note: Royal Poinciana Plaza parking is not permitted.

In West Palm Beach Parking Garages.

Provide a reasonable estimate of parking volume generated by the event and the type of parking that will be used:

N/A

Note: Temporary valet services require a separate permit unless the location of the special event possesses a current Town annual valet parking services permit. Failure to secure a temporary valet services permit may result in a fine and or shut down of the non-permitted valet services (www.townofpalmbeach.com) (On the Home page, click on "Doing Business", then go to "Permits and Licenses".)

STRUCTURE/TENT INFORMATION

Will a temporary structure/tent be used? If yes, provide the size (a separate permit is required in the Planning, Zoning, and Building Department for tents/stages):

N/A

Note: No structures/tents are allowed on the beach.

INSURANCE INFORMATION

Name of Applicant's Insurance Company:

See attached insurance information + COI

Address:

Phone Number:

() -

Please attach a Certificate of Insurance naming the Town of Palm Beach as an additional insured under your General Liability policy with limits not less than \$1,000,000.00 per occurrence. There shall also be a 30-day notice of cancellation. Confirm that the event name, location, and date is added in the Description of Operations box at the bottom of the form. ☒ Y / N

CLEANUP INFORMATION

Outline provisions for immediate cleanup after Special Event:

We hire a private cleaning service (SFM) that drives the race course picking up any trash.

PAYMENT INFORMATION

An application fee of \$150.00, made payable to the Town of Palm Beach, is required at the time the application is submitted.

For office use only:

Date payment received:

Cash

Check No.

#16045

Credit Card

APPLICATION FOR SPECIAL EVENT PERMIT

REGULATIONS

The following regulations apply to all Special Events held within the Town as per the attached Section 106.257 of the Town Code of Ordinances:

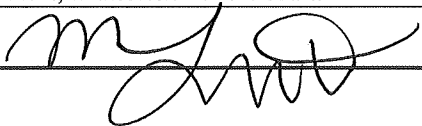
1. There shall be no more than one Special Event held at the location requested on any given day, without priority for any particular date, to be granted to the first person to submit a completed application designating that day.
2. The maximum total duration of each Special Event and the assembly thereof shall be three hours.
3. Any signs, props, or displays used in conjunction with the Special Event must be removed immediately after the time permitted for the Special Event has expired.
4. The use of banners, flags (other than flags of official governmental bodies), streamers, balloons, or any similar devices, in connection with the event, shall be prohibited.
5. The use of decorated vehicles and trailers in connection with the event is prohibited.
6. The granting of a Special Event Permit under this article shall not require the complete blockading of streets or intersections to vehicular traffic, and the Town shall be empowered to apportion such streets and intersections for simultaneous use by Special Event participants and vehicular and pedestrian traffic.
7. The concentration of persons and/or vehicles at the Special Event will not interfere unduly with proper fire and police protection of, or ambulance service to areas contiguous to the assembly area or other areas of Town.
8. There are sufficient parking places near the site of the Special Event to accommodate the approximate number of automobiles reasonably expected to be driven to the Special Event.
9. The event is not otherwise in violation of ordinances or regulations of the Town, state, or federal law.

APPLICANT AGREEMENT

I have read the provisions of the Town Code of Ordinances relating to the regulation of Special Events on public property and agree to abide by all provisions set forth therein including the requirement that the Special Event chairperson or other person heading or leading such Special Event shall carry the Special Event Permit upon his/her person during the conduct of the Special Event and shall present at the Special Event.

Any person determined to be in violation of the provisions of the Town Code regulating Special Events on public property, not relating to revocation of the permit, where such a violation also constitutes violation of any law or regulation of the State, such violation shall be punished in the same manner and with the same limits as is provided by law or regulation, it shall be punished by a fine of not more than \$500.00 or a term of imprisonment not in excess of 60 days, or both such fine and imprisonment, in discretion of the court.

Signature of Applicant:



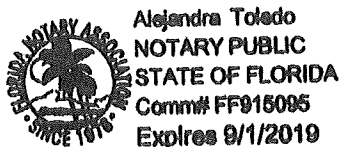
9/30/15

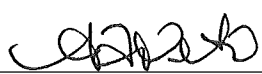
STATE OF: Florida

COUNTY OF: Miami-Dade

The foregoing instrument was acknowledged before me this 29 day of September, 2015 by Meryl Leventon who is personally known to me, or who has produced _____ as identification and who did not take an oath.

SEAL




 Notary Public
FF 916095
 Commission Number
Alejandra Toledo
 (Notary Name, Typed, Printed or Stamped)

APPLICATION FOR SPECIAL EVENT PERMIT

Return this application with payment (\$150.00) made payable to the Town of Palm Beach in the Office of the Town Clerk, Town of Palm Beach, Town Hall, 360 South County Road, Palm Beach, Florida 33480. Phone: (561) 838-5416.
--

APPROVALS

The foregoing approvals of various listed Department Directors of the Town are required prior to issuance of said permit by the Town Manager.

Having reviewed this Special Event Permit Application and the requirements of the Town of Palm Beach Code of Ordinances pertaining to the same and potential impacts of the Special Event relative to the operations and responsibilities of my Department, I hereby approve of said Special Event Permit Application. The following names have provided electronic approval of this Special Event Permit:

Kirk Blouin, Director of Public Safety
--

Jay Boodheshwar, Director of Recreation and Special Projects
--

H. Paul Brazil Director, of Public Works
--

John Page, Director of Planning, Zoning, and Building

Susan A. Owens, MPA, MMC, Town Clerk



TOWN OF PALM BEACH

Office of Risk Management

RISK MANAGEMENT REVIEW FORM

NAME OF ORGANIZATION PROVIDING SERVICE TO THE TOWN:

LTF TRIATHLON SERIES, INC.

PROJECT NAME/NO. 12/6/15 SEALED BID/REQUISITION NO. _____

LFT Triathlon
HIRING DEPARTMENT OVERSEEING CONTRACT: TC/CARMONA

This is to certify that I have reviewed the required Certificate(s) of Insurance submitted by the service provider for the attached contract:

☒ The Certificate of Insurance meets the Town's insurance requirements as outlined in the Town's Administrative Procedure No. 1-03-2

☐ The Certificate of Insurance does not meet the Town's insurance requirements as outlined in the Town's Administrative Procedure No. 1-03-2. The following inadequacies have been noted which must be addressed prior to commencement of work or said activity:

☐ General Liability coverage is not adequate _____

☐ Town of Palm Beach is not endorsed as an additional insured for General Liability coverage _____

☐ Auto Liability coverage is not adequate _____

☐ Workers' Compensation coverage is not adequate _____

☐ Employers' Liability coverage is not adequate _____

☐ 30 day written notice of cancellation, non-renewal or modifications is not provided. (Note: 10 day Notice of Non-Payment is acceptable if certificate indicates 30 days notice for non-renewal & cancellation, or modifications)

☐ Other _____


Karen Temme, Risk Manager

This 23 day of October, 2015.

Appendix "B"



CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 1

DATE (MM/DD/YYYY)
08/04/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis of Minnesota, Inc. c/o 26 Century Blvd. P. O. Box 305191 Nashville, TN 37230-5191	CONTACT NAME: PHONE (A/C, NO, EXT): 877-945-7378 FAX (A/C, NO): 888-467-2378 E-MAIL ADDRESS: certificates@willis.com	
	INSURER(S) AFFORDING COVERAGE INSURER A: Lexington Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
INSURED LTF Triathlon Series, LLC Attn: Josh Reding 2902 Corporate Place Chanhassen, MN 55317	NAIC# 19437-001	

COVERAGES

CERTIFICATE NUMBER: 23445471

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ 750,000 SIR LTF, Inc. GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☒ LOC OTHER:	Y		021396069	12/15/2014	12/15/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Event Name: EAU Palm Beach Marathon & Run Fest.

Event Date: December 6th, 2015

Club Name & Address: 8879 SW 131st Street, Miami FL 33176.

Town of Palm Beach is included as an Additional Insured as respects to General Liability as required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

Town of Palm Beach 360 South County Road Palm Beach, FL 33480	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

Coll:4741307 Tpl:1983095 Cert:23445471 ©1988-2014 ACORD CORPORATION. All rights reserved.

Town of Palm Beach
Finance Department
360 S. County Rd
Palm Beach, FL 33410
www.townofpalmbeach.com
Welcome

004105-0004 Veronica 10/22/2015 09:19AM

FINANCE

Payment Tran Code:

Clerk's Office (Clerk)

Description: Life Time

Fitness Inc

Clerk's Office 150.00

001.369.990 150.00C

150.00

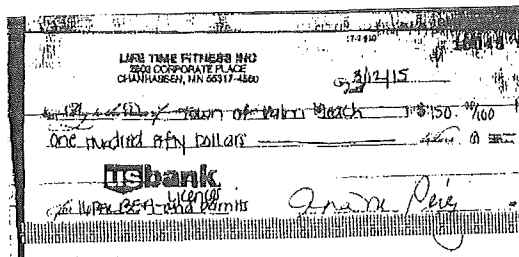
Subtotal 150.00

Total 150.00

CHECK 150.00

Check Number 16045

Change due 0.00



Thank you for your payment

CUSTOMER COPY



PBM 2015 HALF Course Time Estimates						
	Pace:	Approx	Whichever*	Lead	Back of Pack	
	Mile	Mile	3:00/Mile	5:00/Mile	16:00/Mile	
Start: Clematis Street (between S Dixie Hwy and Federal Hwy/Olive Ave)	0		6:00 AM	6:05 AM	6:10 AM	
East end of the Middle Bridge	1		6:03	6:10	6:26	
S Ocean Blvd & Worth Ave	2		6:06	6:15	6:42	
S Ocean Blvd & Via Del Mar	3		6:09	6:20	6:58	
East end of Southern Blvd Bridge	4		6:12	6:25	7:14	
S Flagler Drive & E Lakewood Road	5		6:15	6:30	7:30	
S Flagler Drive & Forest Hill Blvd	6		6:18	6:35	7:46	
Gregory Road & N Federal Hwy	7		6:21	6:40	8:02	
N Federal Hwy & Harvard Drive	8		6:24	6:45	8:18	
N Federal Hwy & Ashworth Street	9		6:27	6:50	8:34	
N Federal Hwy & Murray Road	10		6:30	6:55	8:50	
Greenwood Drive & Washington Road	11		6:33	7:00	9:06	
S Flagler Drive & Barcelona Road	12		6:36	7:05	9:22	
S Flagler Drive & Fern Street	13		6:39	7:10	9:38	
Finish: S Flagler Drive in Northbound Lanes (Meyer Amphitheater)	13.1		6:40	7:12	9:40	
HALF MARATHON						
Approximate Time to Finish			40 mins	1 hr 6 mins	3hrs 30 mins	
Approximate Time at Finish Line			6:40 AM	7:12 AM	9:40 AM	
*Half marathon will go through Okeechobee Blvd Intersection						

PBM 2015 HALF Marathon Turn by Turn	Runner Direction
Start: Clematis Street (between S Dixie Hwy and Federal Hwy/Olive Ave)	EB
Head East on Clematis Street	EB
RIGHT on S Narcissus Ave	SB
LEFT on Evernia Street	EB
RIGHT on S Flagler Drive	SB
LEFT to go over Royal Park Bridge aka the Middle Bridge	EB
Continue on Royal Palm Way	EB
RIGHT on S Ocean Blvd	SB
RIGHT on Southern Blvd	WB
RIGHT on S Flagler Drive	SB
RIGHT on Gregory Road	WB
LEFT on N Federal Hwy/ S Olive Ave (to enter Lake Worth)	SB
LEFT on Duke Drive	EB
RIGHT on N Lakeside Drive	SB
RIGHT on Auburn Drive	WB
RIGHT on N Federal Hwy/ S Olive Ave	NB
RIGHT on Greenwood Drive	EB
LEFT on Washington Road	NB
Continue on S Flagler Drive	NB
Finish: S Flagler Drive in Northbound Lanes (Meyer Amphitheater)	
<i>*Half Marathon Participants will run through Okeechobee Blvd, FULL Marathon participants will pass under path of middle bridge.</i>	



VEHICLE TRAFFIC

RACE PATH

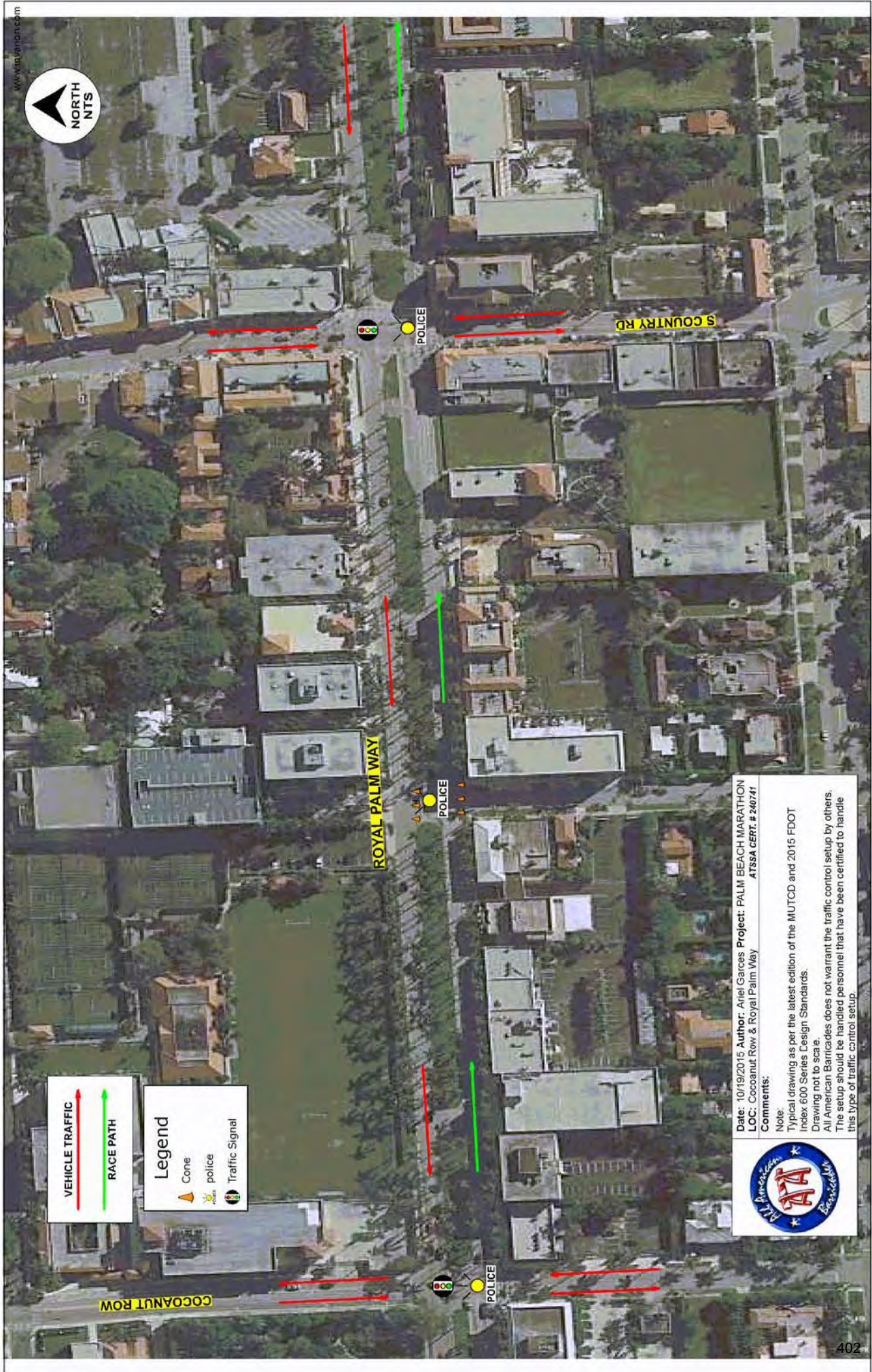
Legend

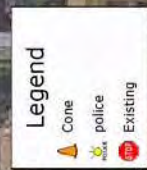
- Cone
- police
- Traffic Signal

Date: 10/19/2015 Author: Ariel Garces Project: PALM BEACH MARATHON
LOC: S Flagler Dr & Royal Park Bridge ATSSA CERT. # 240747

Comments:

Note:
Typical drawing as per the latest edition of the MUTCD and 2015 FDOT Index 600 Series Design Standards.
Drawing not to scale.
All American Barricades does not warrant the traffic control setup by others. The setup should be handled personnel that have been certified to handle this type of traffic control setup.





Date: 10/19/2015 Author: Ariel Garces Project: PALM BEACH MARATHON
 LOC: S Ocean Blvd & Royal Palm Way ATSSA CERT. # 240741

Comments:

Note:
 Typical drawing as per the latest edition of the MUTCD and 2015 FDOT Index 600 Series Design Standards
 Drawing not to scale
 All American Barricades does not warrant the traffic control setup by others.
 The setup should be handled personnel that have been certified to handle this type of traffic control setup.



Date: 10/19/2015 Author: Ariel Garces Project: PALM BEACH MARATHON
LOC: S Ocean Blvd & Hammon Ave ATSSA CERT # 249741

Comments:

Note:

Typical drawing as per the latest edition of the MUTCD and 2015 FDOT
Index 600 Series Design Standards.
Drawing not to scale.

All American Barricades does not warrant the traffic control setup by others.
The setup should be handled personnel that have been certified to handle
this type of traffic control setup.



VEHICLE TRAFFIC



RACE PATH



Legend





S OCEAN BLVD

EL VEDADO RD

JUNGLE RD

BANYAN RD



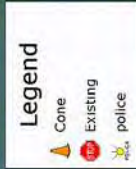
Date: 10/19/2015 Author: Ariel Garces Project: PALM BEACH MARATHON
LOC: S Ocean Blvd & El Vedado Rd
ATSSA CERT # 240741

Comments:

Note:

Typical drawing as per the latest edition of the MUTCD and 2015 FDOT
Index 600 Series Design Standards.
Drawing not to scale.

All American Barricades does not warrant the traffic control setup by others.
The setup should be handled personnel that have been certified to handle
this type of traffic control setup.



Date: 10/19/2015 Author: Ariel Garces Project: PALM BEACH MARATHON
LOC: S Ocean Blvd & Via La Selva
ATSS4 CERT # 240741

Comments:

Note:
Typical drawing as per the latest edition of the MUTCD and 2015 FDOT
Index 600 Series Design Standards.
Drawing not to scale.
All American Barricades does not warrant the traffic control setup by others.
The setup should be handled personnel that have been certified to handle
this type of traffic control setup.





Date: 10/19/2015 Author: Ariel Garces Project: PALM BEACH MARATHON
LOC: S Ocean Blvd & Via Del Lago ATSSA CERT. # 240741

Comments:

Note:
Typical drawing as per the latest edition of the MUTCD and 2015 FDOT
Index 600 Series Design Standards.
Drawing not to scale.
All American Barricades does not warrant the traffic control setup by others.
The setup should be handled personnel that have been certified to handle
this type of traffic control setup.





Legend



Cone





Date: 10/19/2015 Author: Ariel Garces Project: PALM BEACH MARATHON	
LOC: SR 80 BW S. Flager DR & SRA1A	
Comments:	ATSSA CERT. # 240741
Note:	
Typical drawing as per the latest edition of the MUTCD and 2015 FDOT Index 600 Series Design Standards.	
Drawing not to scale.	
All American Barricades does not warrant the traffic control setup by others.	
The setup should be handled personnel that have been certified to handle this type of traffic control setup.	



Legend

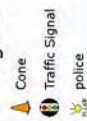


Table I Device Spacing				Table II Buffer Space and Taper Length			
Speed (mph)	Var. Distance Between Devices (ft.)			Buffer Space (ft.)	Speed (mph)	Taper Length (12' Lateral Transition)	
	Cones or Taper Markers	Barriers or Vertical Panes or Drums	Target Taper			Dist. (ft.)	Notes (Margins)
25	25	50	25	155	25	155	125
30 to 45	25	50	30	200	30	200	160
50 to 75	25	50	50	250	35	250	245
DISTANCE BETWEEN SIGNS				305	40	305	320
Speed	Spacing (ft.)			45	45	360	340
	A	B	C	50	50	425	600
40 mph or less	200	200	200	55	55	495	660
45 mph	350	350	350	60	60	570	720
50 mph	500	500	500	65	65	645	780
*55 mph or greater	2540	1640	1000	70	70	730	840

Date: 10/19/2015 Author: Ariel Garces Project: PALM BEACH MARATHON
LOC: SR 80 & S Flagler Dr
ATSSA CERT. # 240741

Comments:

Note:

Typical drawing as per the latest edition of the MUTCD and 2015 FDOT
Index 600 Series Design Standards.

Drawing not to scale

All American Barricades does not warrant the traffic control setup by others.
The setup should be handled personnel that have been certified to handle
this type of traffic control setup.





TOWN OF PALM BEACH

Office of the Town Clerk

SPECIAL CONDITIONS: SPECIAL EVENT PERMIT NO. T-15-00786

The issuance of this permit is subject to the following conditions:

1. Applicant and all participants and attendees of the proposed special event shall abide by all parking regulations of the Town. Parking of vehicles shall not restrict Fire-Rescue Department apparatus access any time during the event. Nothing within this permit shall be construed as a waiver of any parking regulation within the Town.
2. The Fire-Rescue Unit staffed with two (2) off-duty Fire-Rescue personnel. The Reserve Rescue Unit will stand by to provide EMS support services during the event from 6:00 a.m. until 8:00 a.m.
3. The Police Department requires that four (4) SAO officers for two (2) hours each for traffic control at three crossing points and start/finish line be scheduled in advance with the Police Department.
4. Cleanup Park and roadway of all debris and trash after the event.
5. Obey all Town ordinances.
6. No alcoholic beverages are permitted.

**A COPY OF THIS PERMIT AND ACCOMPANYING SPECIAL CONDITIONS, IF APPLICABLE,
SHALL BE AVAILABLE FOR INSPECTION AT ALL TIMES DURING THE EVENT.**



Re: RUSH: EDEN Email

Paul Brazil to: Denise Carmona

10/29/2015 02:48 PM

Cc: Jay Boodheshwar, Nicholas Caristo, Susan Owens, Thomas G. Bradford, Tim Pompos

History: This message has been replied to and forwarded.

Denise,

I can not authorize the impacts to traffic that have been requested. I have to deny the request.

Paul

H. Paul Brazil, P.E.
Director of Public Works
Town of Palm Beach

Denise Carmona Please see the attached permit that needs your r...

10/29/2015 09:42:59 AM

From: Denise Carmona/PalmBeach
To: Tim Pompos/PalmBeach@PalmBeach, Paul Brazil/PalmBeach@PalmBeach, Nicholas Caristo/PalmBeach@PalmBeach, Jay Boodheshwar/PalmBeach@PalmBeach
Cc: Susan Owens/PalmBeach@PalmBeach, Thomas G. Bradford/PalmBeach@PalmBeach
Date: 10/29/2015 09:42 AM
Subject: RUSH: EDEN Email

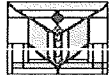
Please see the attached permit that needs your review/approval, and complete by Friday, November 6, 2015. If you have any questions, please do not hesitate to contact me.

Thank you,

Denise Carmona
Office Assistant III
Town of Palm Beach
Town Clerk's Office
561-838-5416/Fax: 561-838-5417



- attach.igl



Re: RUSH: EDEN Email 
Tim Pompos to: Denise Carmona

10/30/2015 09:31 AM

Denise:

The Fire Rescue Department has the following list of concerns:

- 1) The event could create a delay in the delivery of Fire Rescue services to residents within the affected area.
- 2) The event could cause delays in response to emergency calls and the transport of emergency medical patients to the hospital.
- 3) The event could create additional demands for service in the response to and care for participants of the marathon.

If this event is approved, the Fire Rescue Department would request that the vendor sign a Special Assignment Overtime agreement with the Town to staff a minimum of one additional Rescue Unit with three fire operational personnel that would be designated to deal with EMS related calls tied to this event.

Sincerely yours,
Timothy Pompos, Fire Marshal
Division Chief of Fire Prevention and Life Safety
300 North County Road
Palm Beach, Florida 33480
Office # 561-227-6440
Cellular # 561-801-2710
Fax# 561-838-5427
tpompos@townofpalmbeach.com

This transmission contains information that may be confidential and that may also be privileged. Unless you are the intended recipient (or authorized to receive it for the intended recipient), you may not copy, forward, or otherwise use it, or disclose its contents to anyone else. If you have received this transmission in error, please notify me immediately and delete it from your system. Under Florida law, e-mail addresses and messages are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to me. Instead, contact my office by phone or in writing.
Thank you.

Denise Carmona Please see the attached permit that needs your r... 10/29/2015 09:42:59 AM

From: Denise Carmona/PalmBeach
To: Tim Pompos/PalmBeach@PalmBeach, Paul Brazil/PalmBeach@PalmBeach, Nicholas Caristo/PalmBeach@PalmBeach, Jay Boodheshwar/PalmBeach@PalmBeach
Cc: Susan Owens/PalmBeach@PalmBeach, Thomas G. Bradford/PalmBeach@PalmBeach
Date: 10/29/2015 09:42 AM
Subject: RUSH: EDEN Email

Please see the attached permit that needs your review/approval, and complete by Friday, November 6, 2015. If you have any questions, please do not hesitate to contact me.

Thank you,

Denise Carmona
Office Assistant III
Town of Palm Beach
Town Clerk's Office



Fw: RUSH: EDEN Email
Susan Owens to: Denise Carmona

10/30/2015 03:29 PM

FYI

Thank you,

Susan A. Owens, MPA, MMC
Town Clerk | Town of Palm Beach
360 South County Road
Palm Beach, FL 33480
561.838.5416 (ofc) | 561.838.5417 (fax)



Please be advised that under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact the Town of Palm Beach by phone, (561) 838-5400, or in writing: 360 S. County Road, Palm Beach, FL, 33480.

----- Forwarded by Susan Owens/PalmBeach on 10/30/2015 03:29 PM -----

From: Nicholas Caristo/PalmBeach
To: Susan Owens/PalmBeach@PalmBeach
Date: 10/30/2015 03:00 PM
Subject: Re: RUSH: EDEN Email

Upon conferring with Capt Krauel, he also stressed the fact that the MOT provided calls for 31 officers covering major intersections and roadways. Approximately 36 officers would be needed to properly safeguard the event and assist with traffic control. It is unlikely the Palm Beach Police Department could provide this amount of man power and require PBSO or WPBPD to assist with coverage on the island.

Due to race participants directly crossing several intersections during the route, the Royal Park Bridge and Southern Bridge will only allow for intermittent travel of westbound traffic off the island when gaps in the race participants are observed. Should no safe gap be available for vehicular crossing, the vehicles will be required to wait, with the exception being emergency vehicles in transport. This was experienced 2 years ago when traffic on the middle bridge was forced to wait over 30 minutes before intermittent safe passage could be allowed.

Of all things to consider, the most important fact is that from 0545 hours to approximately 0730 hours, the ONLY entry point onto the island for vehicle traffic is the Flagler Bridge and Lake Worth Bridge. The Royal Park Bridge and Southern Bridge will be completely closed to all eastbound traffic – no exceptions.

Lieutenant Nicholas Caristo
Palm Beach Police Department
345 South County Road

Palm Beach, FL 33480
Office: 561-838-5454
Fax: 561-835-4736



Susan Owens

Do any other departments have any comments b...

10/30/2015 02:37:37 PM

From: Susan Owens/PalmBeach
To: Paul Brazil/PalmBeach@PalmBeach
Cc: Denise Carmona/PalmBeach@PalmBeach, Jay Boodheshwar/PalmBeach@PalmBeach, Nicholas Caristo/PalmBeach@PalmBeach, Thomas G. Bradford/PalmBeach@PalmBeach, Tim Pompos/PalmBeach@PalmBeach
Date: 10/30/2015 02:37 PM
Subject: Re: RUSH: EDEN Email

Do any other departments have any comments before we contact them to tell them their application is being denied?

Thank you,

Susan A. Owens, MPA, MMC

Town Clerk | Town of Palm Beach

360 South County Road

Palm Beach, FL 33480

561.838.5416 (ofc) | 561.838.5417 (fax)



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Paul Brazil

Denise, I can not authorize the impacts to traffic...

10/29/2015 02:48:17 PM

Denise Carmona

Please see the attached permit that needs your r...

10/29/2015 09:42:59 AM

TOWN OF PALM BEACH

Town Council Meeting on: November 10, 2015

Section of Agenda

Regular Agenda - New Business

Agenda Title

Appointment to Retirement Board of Trustees

Presenter

William P. Hanes, Pension Administrator

Supporting Documents

- [Memorandum Dated November 10, 2015, from William P. Hanes,](#)
- [Ballot for Appointment of Members TOPB Retirement System 11-10-15](#)
- [TOPB Retirement Board of Trustees Roster](#)
- [Attendance Record](#)

TOWN OF PALM BEACH

Information for Town Council Meeting on: November 10, 2015

To: Mayor and Town Council

Via: Thomas G. Bradford, Town Manager

From: William P. Hanes, Pension Administrator

Re: Appointment to Retirement Board of Trustees

Date: November 10, 2015

STAFF RECOMMENDATION

Staff recommends that the Town Council appoint one member to the Town of Palm Beach Retirement System Board of Trustees.

GENERAL INFORMATION

The Retirement Board of Trustees acts in a fiduciary capacity for the Town's retirement funds and in an advisory capacity to the Town Council on matters relating to the administration of the Town's various retirement plans.

Three applications have been received and submitted for review and appointment.

This appointment is to fill an unexpired term concluding March 31, 2016.

Attachments

C: Danielle Olson, Director of Human Resources

**BALLOT FOR APPOINTMENT OF MEMBERS
TO THE TOWN OF PALM BEACH RETIREMENT SYSTEM
BOARD OF TRUSTEES**
Town Council Meeting on November 10, 2015

Positions to be filled:

1 Member Term to Expire 03/31/2016

Please select one applicant

Applications Submitted By:

_____ Dr. Joseph Della-Giustina	_____ Un-expired Term ending 3/31/16
_____ Mr. Martin Gruss	_____ Un-expired Term ending 3/31/16
_____ Mr. Bradford D. Kaufman	_____ Un-expired Term ending 3/31/16

Signature of Town Council Member: _____



Town of Palm Beach

RETIREMENT BOARD ROSTER

Town Appointees

C.Gerald Goldsmith, Co-Chariman	Appointed April 1, 2014 for 3 year term
Wilbur L. Ross Jr., Co-Chairman	Appointed April 1, 2014 for 3 year term
Daniel W. Stanton	Appointed April 1, 2015 for 3 year term
J. Patterson Cooper	Appointed July 14, 2015 to fill unexpired term*
Vacancy	Appointment to fill unexpired term ending March 31, 2016*

Employee Elected

Brett Madison-General Group, Secretary	Elected April 1, 2015 for 3 year term
Michael Marx-Firefighter Group	Elected April 1, 2014 for 3 year term
Daniel Wilkinson -Police Officer Group	Elected November 2014 to fill unexpired term*
Thomas Bradford, Town Manager	Serves Ex Officio

*Term ends March 31, 2016

**TOWN OF PALM BEACH
RETIREMENT SYSTEM BOARD**

ATTENDANCE RECORD 2014/2015

MEMBERS	11/21/14	2/20/15	5/15/15	8/21/15						
Goldsmith	P	P	P	P						
Ross	P	P	P	P						
Wearn	P	P	P	Resigned						
Madison	P	P	P	P						
Wilkinson	P	P	P	P						
Marx	P	P	P	P						
Bradford	N/A	P	P	P						
Daniel Stanton	N/A	N/A	*	P						
J. Patterson Cooper	N/A	N/A	N/A	P						

Legend: S=Special Meeting, P=Present, E-Excused, U=Unexcused, A=Absence pending classification as excused or unexcused

Allowed 2 unexcused absences per 12 month period

Special Meetings are not subject to the attendance policy

*Daniel Stanton appointed 4-1-15 will not be sworn in until the 8-21-15 meeting of the Board

TOWN OF PALM BEACH

Town Council Meeting on: November 10, 2015

Section of Agenda

Ordinances - Second Reading

Agenda Title

ORDINANCE NO. 27-2015 An Ordinance of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Rescinding Ordinance No. 19-2015 in its Entirety; Providing for Severability; Providing for Repeal of Ordinances in Conflict; Providing for Codification; Providing an Effective Date.

Presenter

Susan A. Owens, MMC, Town Clerk

Supporting Documents

- [Memorandum dated October 30, 2015, from Susan A. Owens, MPA, MMC, Town Clerk](#)
- [Ordinance No. 27-2015](#)

TOWN OF PALM BEACH

Information for Town Council Meeting on: November 10, 2015

To: Mayor and Town Council

Via: Thomas G. Bradford, Town Manager

From: Susan A. Owens, MPA, MMC, Town Clerk

Re: **Ordinance No. 27-2015**

Rescinding Authorization to Utilize Ballots Designed to be Tabulated Manually

Date: October 30, 2015

STAFF RECOMMENDATION

Should the Town Council decide to change the 2016 Town of Palm Beach municipal election date, then adoption of Ordinance No. 27-2015 is required. If the Town Council wishes to keep the traditional date of February 2, 2016, then no action is required at this time.

GENERAL INFORMATION

Should the Town Council decide to change the 2016 Town of Palm Beach municipal general election to coincide with the March 15, 2016, Presidential Preference Primary, then Ordinance No. 19-2015, authorizing the use of ballots designed to be tabulated manually, will no longer be required and will need to be rescinded. Ordinance No. 27-2015 effectuates this intent.

FUNDING/FISCAL IMPACT

Should the Town Council adopt Ordinance Nos. 27-2015 and 28-2015, then the total estimated 2016 **general election** costs would be reduced from \$69,000 to \$25,400. This estimate does not include any costs that might be incurred in the event of a run-off election or recount.

TOWN ATTORNEY REVIEW

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

cc: Jane Struder, Director of Finance
Sue Eichhorn, Elections Coordinator

ORDINANCE NO. 27-2015

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, RESCINDING ORDINANCE NO. 19-2015 IN ITS ENTIRETY; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT; PROVIDING FOR CODIFICATION; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Palm Beach County Supervisor of Elections has advised the Town that her office will not be able to conduct the Town's 2016 election unless the Town changes its election date to coincide with the Presidential Preference Primary on March 15, 2016; and

WHEREAS, on April 14, 2015, the Town Council decided to hold its own election on the regularly scheduled date; and

WHEREAS, on August 11, 2015, the Town Council adopted Ordinance No. 19-2015, authorizing the use of paper ballots designed to be manually counted for the February 2, 2016, General Election and, if necessary, the February 16, 2016, Run-Off Election; and

WHEREAS, on October 13, 2015, the Town Council reversed its previous decision to conduct its own 2016 municipal elections and now seeks to change those election dates to coincide with the March 15, 2016, Presidential Preference Primary and to provide for the orderly transition of office resulting from such date changes; and

WHEREAS, the Town Council now wishes to rescind Ordinance No. 19-2015 in its entirety.

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

Section 1. Ordinance No. 19-2015 is hereby rescinded in its entirety.

Section 2. Severability.

If any provision of this Ordinance or the application thereof is held invalid, such invalidity shall not affect the other provisions or applications of this Ordinance which can be given effect without the invalid provisions or applications, and to this end the provisions of this Ordinance are hereby declared severable.

Section 3. Repeal of Ordinances in Conflict.

All other ordinances of the Town of Palm Beach, Florida, or parts thereof which conflict with this or any part of this Ordinance are hereby repealed.

Section 4. Codification.

This Ordinance shall be codified and made a part of the official Code of Ordinances of the Town of Palm Beach.

Section 5. Effective Date.

This Ordinance shall take effect immediately upon its passage and approval, as provided by law.

PASSED AND ADOPTED in a regular, adjourned session of the Town Council of the Town of Palm Beach on first reading this 13th day of October, 2015, and for second and final reading on this 10th day of November, 2015.

Gail L. Coniglio, Mayor

Michael J. Pucillo, Town Council President

Richard M. Kleid, Council President Pro Tem

Danielle H. Moore, Town Council Member

ATTEST:

Penelope D. Townsend, Town Council Member

Susan A. Owens, MMC, Town Clerk

Robert N. Wildrick, Town Council Member

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TOWN OF PALM BEACH

Town Council Meeting on: November 10, 2015

Section of Agenda

Ordinances - Second Reading

Agenda Title

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

Presenter

Susan A. Owens, MMC, Town Clerk

Supporting Documents

- [Memorandum dated October 30, 2015, from Susan A. Owens, MPA, MMC, Town Clerk](#)
- [Ordinance No. 28-2015](#)

TOWN OF PALM BEACH

Information for Town Council Meeting on: November 10, 2015

To: Mayor and Town Council

Via: Thomas G. Bradford, Town Manager

From: Susan A. Owens, MPA, MMC, Town Clerk

Re: **Ordinance No. 28-2015**
2016 Election Date Change

Date: October 30, 2015

STAFF RECOMMENDATION

Should the Town Council decide to change the 2016 Town of Palm Beach municipal election date, then adoption of Ordinance No. 28-2015 is required. If the Town Council wishes to keep the traditional date of February 2, 2016, then no action is required at this time.

GENERAL INFORMATION

Should the Town Council decide to change the 2016 Town of Palm Beach municipal general election to coincide with the March 15, 2016, Presidential Preference Primary, then an ordinance changing the 2016 Town Caucus, Qualifying Period, and election dates must be adopted. Ordinance No. 28-2015 changes the Town Caucus date to December 3, 2015, the Qualifying Period to December 4, 2015, the general election to March 15, 2016, and the run-off election, if needed, to March 29, 2016. Said ordinance also provides for future election date changes in years of statewide or countywide presidential preference primary elections.

FUNDING/FISCAL IMPACT

Should the Town Council adopt Ordinance Nos. 27-2015 and 28-2015, then the total estimated 2016 **general election** costs would be reduced from \$69,000 to \$25,400. This estimate does not include any costs that might be incurred in the event of a run-off election or recount.

TOWN ATTORNEY REVIEW

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

cc: Jane Struder, Director of Finance
Sue Eichhorn, Elections Coordinator

ORDINANCE NO. 28-2015

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, AMENDING THE TOWN CODE OF ORDINANCES AT CHAPTER 34, ELECTIONS, TO PROVIDE A NEW ARTICLE IV, MUNICIPAL ELECTION DATE AND ELECTION QUALIFYING PERIOD FOR YEARS WHEN THE TOWN HOLDS ITS MUNICIPAL ELECTIONS CONCURRENTLY WITH PRESIDENTIAL PREFERENCE PRIMARY ELECTIONS; PROVIDING FOR A RUN-OFF ELECTION IF NECESSARY; PROVIDING FOR AN ADJUSTMENT IN TERMS; DIRECTING THE TOWN CLERK TO TRANSMIT A CERTIFIED COPY OF THIS ORDINANCE TO THE PALM BEACH COUNTY SUPERVISOR OF ELECTIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT; PROVIDING FOR CODIFICATION; PROVIDING AN EFFECTIVE DATE.

WHEREAS, Article III, Sections 3.03 and 3.04, and Article V, Section 5.01, of the Town Charter sets the date for Town elections as the first Tuesday after the first Monday of each February; and

WHEREAS, Article V, Section 5.03 of the Town Charter sets the qualifying period for Town elections requiring candidates for the office of Mayor or Town Council to be nominated at a Town caucus to be held on the first Tuesday after the first Monday of January of each year and by being endorsed by petition signed by at least twenty-five electors filed with the Town Council no later than 5:00 p.m. on the day following the Town caucus; and

WHEREAS, Section 5.05 of the Town Charter provides for a run-off election to be held two weeks subsequent to the general election; and

WHEREAS, in 2016 the presidential preference primary election will fall on the third Tuesday in March; and

WHEREAS, in years of statewide or countywide presidential preference primary elections and beginning in 2016 the Town Council desires to move the Town's election date concurrent with the presidential preference primary elections; and

WHEREAS, holding the Town's election on a date concurrent with the presidential preference primary election requires the Town to adopt an ordinance that establishes a municipal election date, election qualifying period and run-off election date

for years when the Town holds its municipal elections concurrent with the presidential primary election; and

WHEREAS, Section 100.3605, 101.75 and 166.021, Florida Statutes, permit the Town to amend its Charter to change the date of its Town election and qualifying period by ordinance and without referendum; and

WHEREAS, the Town Council believes these amendments to the Code of Ordinances are in the best interests of the citizens of the Town of Palm Beach.

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

Section 1. The facts and recitations contained in the preamble of this ordinance are adopted and incorporated by reference as if set forth in this section.

Section 2. The Code of Ordinances of the Town of Palm Beach is hereby amended at Chapter 34, Elections, by adding a new Article IV to provide municipal election dates and qualifying periods for years with a presidential primary election; providing that said section shall hereafter read as follows:

CHAPTER 34

ELECTIONS

“Article IV. Municipal election dates, qualifying periods and run-off election dates in years of statewide or countywide presidential preference primary elections.

Sec. 34-123. Elections and qualifying for presidential primary elections.

Section 101.75, Florida Statutes, delegates authority to the Town to move the date and qualifying period of any municipal election to a date concurrent with other state and countywide elections. Notwithstanding the sections of the Town Charter and Code of Ordinances regarding the date of general municipal elections, election qualifying periods and date of run-off elections, the Town shall hold its municipal elections concurrently with statewide presidential preference primary elections when those occur and adhere to the following municipal election date qualifying period and run-off election date in such instances:

- A. Beginning in 2016, the Town shall hold its municipal election concurrently with presidential preference primary elections.

- (1) For municipal elections that occur in 2016, candidates shall qualify for office by:
 - (a) Being nominated by a elector of the Town and seconded by at least two electors at the Town caucus to be held on December 3, 2015; and
 - (b) Being endorsed by petition signed by at least 25 electors filed with the Town Council no later than 5:00 p.m. on the day following the Town caucus.
 - (2) The 2016 municipal election shall occur on March 15, 2016, and no candidate may take office until the election has concluded and the results have been certified.
 - (3) If no person in a given race receives a majority of the votes cast, there shall be a runoff election, to be held on March 29, 2016, between the two (2) candidates receiving the largest number of votes cast in the general election.
- B. When a presidential preference primary election occurs in future years the Town shall set a concurrent election date, qualifying period and date of run-off election by separate ordinance.
- C. Terms of office of current council members and successful candidates shall be adjusted to be in concurrence with the dates referenced herein and shall be established by resolution adopted subsequent to the election.”

Section 3. The Town Clerk is directed to transmit a certified copy of this ordinance to the Office of the Palm Beach County Supervisor of Elections.

Section 4. Severability.

If any provision of this Ordinance or the application thereof is held invalid, such invalidity shall not affect the other provisions or applications of this Ordinance which can be given effect without the invalid provisions or applications, and to this end the provisions of this Ordinance are hereby declared severable.

Section 5. Repeal of Ordinances in Conflict.

All other ordinances of the Town of Palm Beach, Florida, or parts thereof which conflict with this or any part of this Ordinance are hereby repealed.

Section 6. Codification.

This Ordinance shall be codified and made a part of the official Code of Ordinances of the Town of Palm Beach.

Section 7. Effective Date.

This Ordinance shall take effect immediately upon its passage and approval, as provided by law.

PASSED AND ADOPTED in a regular, adjourned session of the Town Council of the Town of Palm Beach on first reading this 13th day of October, 2015, and for second and final reading on this 10th day of November, 2015.

Gail L. Coniglio, Mayor

Michael J. Pucillo, Town Council President

Richard M. Kleid, Council President Pro Tem

Danielle H. Moore, Town Council Member

ATTEST:

Penelope D. Townsend, Town Council Member

Susan A. Owens, MMC, Town Clerk

Robert N. Wildrick, Town Council Member

TOWN OF PALM BEACH

Town Council Meeting on: November 10, 2015

Section of Agenda

Ordinances - Second Reading

Agenda Title

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

Presenter

Kirk W. Blouin, Director of Public Safety

Supporting Documents

- [Ordinance 29-2015](#)

ORDINANCE NO. 29-2015

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, AMENDING THE TOWN CODE OF ORDINANCES AT CHAPTER 70, OFFENSES, TO INCLUDE A NEW SECTION 70-10 ENTITLED "ATTACHMENT OF HAMMOCKS OR OTHER OBJECTS TO PUBLIC PROPERTY PROHIBITED"; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT; PROVIDING FOR CODIFICATION; PROVIDING AN EFFECTIVE DATE.

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 70, Offenses, to include a new Section 70-10, to read as follows:

"Sec. 70-10. Attachment of Hammocks or Other Objects to Public Property Prohibited.

No person shall fix, tie, chain, hitch or attach in any way, any hammock, line, sports net or other similar object to any tree, sign, pole, railing, fence or similar structure on a public property within the Town of Palm Beach."

Section 2. Severability.

If any provision of this Ordinance or the application thereof is held invalid, such invalidity shall not affect the other provisions or applications of this Ordinance which can be given effect without the invalid provisions or applications, and to this end the provisions of this Ordinance are hereby declared severable.

Section 3. Repeal of Ordinances in Conflict.

All other ordinances of the Town of Palm Beach, Florida, or parts thereof which conflict with this or any part of this Ordinance are hereby repealed.

Section 4. Codification.

This Ordinance shall be codified and made a part of the official Code of Ordinances of the Town of Palm Beach.

Section 5. Effective Date.

This Ordinance shall take effect immediately upon its passage and approval, as provided by law.

PASSED AND ADOPTED in a regular, adjourned session of the Town Council of the Town of Palm Beach on first reading this 13th day of October, 2015, and for second and final reading on this 14th day of November, 2015.

Gail L. Coniglio, Mayor

Michael J. Pucillo, Town Council President

Richard M. Kleid, President Pro Tem

Danielle H. Moore, Town Council Member

ATTEST:

Penelope D. Townsend, Town Council Member

Susan A. Owens, MMC, Town Clerk

Robert N. Wildrick, Town Council Member

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TOWN OF PALM BEACH

Town Council Meeting on: November 10, 2015

Section of Agenda

Ordinances - First Reading

Agenda Title

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

Presenter

John C. Randolph, Town Attorney

Supporting Documents

- [Memorandum Dated October 30, 2015, from John C. Randolph, Town Attorney](#)
- [Ordinance No. 30-2015](#)

TOWN OF PALM BEACH

Information for Town Council Meeting on: November 10, 2015

TO: Mayor and Town Council
VIA: Thomas G. Bradford, Town Manager
FROM: John C. Randolph, Town Attorney
RE: Ordinance No. 30-2015 Amending Citation Fine Schedule
DATE: October 30, 2015

STAFF RECOMMENDATION

It is recommended that the Mayor and Town Council approve Ordinance No. 30-2015, amending the Code Enforcement Citation Fine Schedule.

GENERAL INFORMATION

Ordinance No. 30-2015 amends Chapter 2 of the Town Code relating to Code Enforcement at Division 3, Section 2-439, Citation Fine Schedule, so as to add Section 70-9 relating to sleeping, camping in public places; Section 70-10 relating to attachment of hammocks to public property; and Section 106-160 relating to maintenance of parking strips. The ordinances relating to these matters were previously adopted. The citation fine schedule now needs to be brought up to date to include the referenced sections in the manner and form attached.

ATTACHMENTS

Ordinance No. 30-2015

Cc: Jay Boodheshwar, Deputy Town Manager

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ORDINANCE NO. 30-2015

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, AMENDING THE TOWN CODE OF ORDINANCES AT CHAPTER 2, ADMINISTRATION; ARTICLE V, CODE ENFORCEMENT; DIVISION 3, PROCEDURE; SECTION 2-439, CITATION FINE SCHEDULE, SO AS TO ADD SECTION 70-9 RELATING TO SLEEPING, CAMPING IN PUBLIC PLACES, SLEEPING IN VEHICLE, AND SECTION 70-10 RELATING TO ATTACHMENT OF HAMMOCKS OR OTHER OBJECTS TO PUBLIC PROPERTY, AS CLASS II VIOLATIONS; ADDING SECTION 106-160, UNDER CHAPTER 106, STREETS, SIDEWALKS AND OTHER PUBLIC PLACES, RELATING TO MAINTENANCE OF PARKWAY STRIPS, AS A CLASS I VIOLATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT; PROVIDING FOR CODIFICATION; PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, AS FOLLOWS:

Section 1. The Code of Ordinances of the Town of Palm Beach is hereby amended at Chapter 2, Administration; Article V, Code Enforcement; Division 3, Procedure; Section 2-439, Citation Fine Schedule, to include Section 70-9 as a Class II violation and Section 106-160 as a Class I violation as follows:

Sec. 2-439. Citation fine schedule.

CODE SECTION	CHAPTER 70 OFFENSES	CLASS
Sec. 70-2	Advertising; Posting without Consent	II
Sec 70-3	Displaying Licenses and Permits	I
Sec 70-4	Searchlights prohibited	II
Sec 70-5	Sleeping on Private Property without Permission	I
Sec. 70-7	Possession or Use of Slungshot or Slingshot	II
Sec. 70-9	Sleeping, Camping in Public Place; Sleeping in Vehicle	II
Sec. 70-10	Attachment of Hammocks or Other Objects to Public Property	II

CODE SECTION	CHAPTER 106 STREETS, SIDEWALKS AND OTHER PUBLIC PLACES ARTICLE V SIDEWALKS	CLASS
Sec. 106-156	Duty to Maintain Sidewalks and Gutters Clean and Free of Debris, Encumbrances and Obstructions	II
Sec 106-158	Prohibiting Bicycle Riding on Sidewalks within Commercial Zoning Districts	I
Sec 106-159	Clearance Above Sidewalks, Bike Trails, Roadways	I
Sec. 106-160	Maintenance of Parkway Strips	I

Section 2. Severability.

If any provision of this Ordinance or the application thereof is held invalid, such invalidity shall not affect the other provisions or applications of this Ordinance which can be given effect without the invalid provisions or applications, and to this end the provisions of this Ordinance are hereby declared severable.

Section 3. Repeal of Ordinances in Conflict.

All other ordinances of the Town of Palm Beach, Florida, or parts thereof which conflict with this or any part of this Ordinance are hereby repealed.

Section 4. Codification.

This Ordinance shall be codified and made a part of the official Code of Ordinances of the Town of Palm Beach.

Section 5. Effective Date.

This Ordinance shall take effect immediately upon its passage and approval, as provided by law.

PASSED AND ADOPTED in a regular, adjourned session of the Town Council of the Town of Palm Beach on first reading this 10th day of November, 2015, and for second and final reading on this _____ day of _____, 2015.

Gail L. Coniglio, Mayor

Michael J. Pucillo, Town Council President

Richard M. Kleid, President Pro Tem

Danielle H. Moore, Town Council Member

Penelope D. Townsend, Town Council Member

Susan A. Owens, MMC, Town Clerk

Robert N. Wildrick, Town Council Member

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