TOWN OF PALM BEACH

Town Manager's Office

TOWN COUNCIL MEETING

TOWN HALL
COUNCIL CHAMBERS-SECOND FLOOR
360 SOUTH COUNTY ROAD

AGENDA

OCTOBER 14, 2014

9:30 AM

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

I. CALL TO ORDER AND ROLL CALL

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

II. INVOCATION AND PLEDGE OF ALLEGIANCE

III. PRESENTATIONS

A. Poinciana Playhouse Update. Page 9
Pamela Stark Thomas, National Arts Institute

B. Flagler Memorial Bridge Project Update. Page 17
Geoffrey Parker, New Millennium Engineering

IV. COMMENTS OF MAYOR GAIL L. CONIGLIO

V. COMMENTS OF TOWN COUNCIL MEMBERS AND TOWN MANAGER

VI. COMMUNICATIONS FROM CITIZENS - 3 MINUTE LIMIT PLEASE

VII. APPROVAL OF AGENDA

VIII. CONSENT AGENDA

A. MINUTES

1. MINUTES: SEPTEMBER 9, 2014 — Page 18
   Approval of the Minutes of the Regular Town Council Meeting.
   Staff Requests Deferral to the November 13, 2014, Town Council Meeting.

   Susan A. Owens, Town Clerk

2. MINUTES: SEPTEMBER 9, 2014 — Page 19
   Approval of the Minutes of the Special Town Council Meeting-Closed-Door Session.

   Susan A. Owens, Town Clerk

3. MINUTES: SEPTEMBER 9, 2014 — Page 22
   Approval of the Minutes of the Special Town Council Meeting-First Budget Hearing.

   Susan A. Owens, Town Clerk

4. MINUTES: SEPTEMBER 10, 2014 — Page 29
   Approval of the Minutes of the Regular Town Council Meeting.

   Susan A. Owens, Town Clerk

5. MINUTES: SEPTEMBER 17, 2014 — Page 53
   Approval of the Minutes of the Special Town Council Meeting-Second Budget Hearing.

   Susan A. Owens, Town Clerk

6. Approval of Major Matters Considered by the Architectural Commission at its Meeting of September 19, 2014. — Page 57

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

B. RESOLUTIONS

1. RESOLUTION NO. 150-2014 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida Approving an Amended Funding Agreement to Memorialize the Terms and Conditions Associated with an Internal Loan to Be Provided to the Benefitting Property Owners Within the Peruvian Avenue 400 Block Streetscape Project Assessment Area. — Page 75

   Thomas G. Bradford, Deputy Town Manager

2. RESOLUTION NO. 154-2014 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving RFQ No. 09-2015 from SeaVee Boats; Authorizing the Issuance of a Purchase Order in an Amount of $219,865; Establishing a Total Budget of $234,865 Including a Contingency of $15,000; and Authorizing a Deposit in the Amount of $40,000 to Seavee Boats. — Page 85

   Kirk W. Blouin, Director of Public Safety

3. RESOLUTION NO. 155-2014 A Resolution of the Town Council of the — Page 93

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 $30,000.00, 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 Blouin, Director of Public Safety

4. RESOLUTION NO. 156-2014 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving the Purchase of Annual Software Support and Maintenance for FY15 Upon Approval of the FY15 Budget for Cartegraph in the Amount of $40,000.00, Sungard Public Sector in the Amount of $94,352.36, Tyler Technologies in the Amount of $74,519.09 and MCCI in the Amount of $48,209.85, ESRI Inc. in the Amount of $25,500.00, Microsoft in the Amount of $32,885.04, and Authorizing the Town Manager to Execute the Purchases on Behalf of the Town. Page 99

   Thomas G. Bradford, Deputy Town Manager

5. RESOLUTION NO. 157-2014 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Awarding Bid No. 2014-22 and Approving a Purchase Order to Unifirst Corporation, for Uniform Rental and Cleaning Services, in the Amount of $25,596.48, and Establishing an Overall Uniform Budget of $30,000. Page 136

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

6. RESOLUTION NO. 158-2014 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Awarding Bid No. 2014-44 and Approving a Purchase Order to Performance Property Management Services, Inc., for Curb Painting and Pavement Marking Services, in the Amount of $84,612.19, and Establishing an Overall Project Budget of $93,000. Page 141

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

7. RESOLUTION NO. 159-2014 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving Purchase Orders to Duncan Technologies, for Parking Kiosk Services for FY15 in an Amount of $48,850, and Establishing a Project Budget of $58,000. Page 151

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

8. RESOLUTION NO. 160-2014 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 Mock Roos & Associates, Inc., in an Amount of $105,105 for Bradley Place Improvements - Royal Poinciana Way to Wells road, and Establishing an Engineering Design and Bid Phase Services budget of $116,000. Page 155

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

9. RESOLUTION NO. 161-2014 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving a Purchase Order for Engineering Design and Bid Phase Services to Chen Page 165

Moore & Associates, Inc., in the Amount of $71,030 for the Ridgeview Drive, Cherry Lane, and West Indies Drive Drainage Improvements, and Establishing an Engineering Design and Bid Phase Services Budget of $120,000.

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

C. OTHER

1. Appointment of "Blue Ribbon" Panel Per PERC Ordinance Appendix "A" Section 1.003. — Page 173

   Danielle Olson, Director of Human Resources

2. Authorization of a Selection Committee for Paving and Roadway Improvements Contractors. — Page 175

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

3. Authorization of a Selection Committee for Signalization and Mast Arm Upgrades and Final Design — Page 178

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

4. Authorization of Request for Qualifications (RFQ) for Construction Management at Risk Services for the D-4 and D-10 Pump Station Improvements. — Page 180

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

5. Waiver of Charitable Solicitation Permit Fees and Late Fees for Four Arts King Library. — Page 183

   Jane Struder, Director of Finance

IX. REGULAR AGENDA

A. Old Business

1. Appeal of Town Code, Chapter 10, Section 10-45, Dangerous Dog Determination - "Titan," Case No. 14-000675 (per letter dated May 27, 2014 from Julie Leever). *Deferred from the June 10, 2014, Town Council Meeting.* — Page 185

   Kirk Blouin, Director of Public Safety

2. Memorial Fountain Project Update and Consideration of Other Possible Improvements in Town Hall Square. — Page 220

   Peter B. Elwell, Town Manager

3. FPL Hardening, Utility Undergrounding, and Street Lighting Matters. — Page 293
   TIME CERTAIN: 2:00 PM

   a. Hardening.
   FPL Representatives

   b. Undergrounding. — Page 295
   Thomas G. Bradford, Deputy Town Manager

c. Street Lighting. Page 311

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

Page 314

d. RESOLUTION NO. 162-2014 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving a Purchase Order for Engineering Design and Bid Phase Services for Town-wide Street Light Replacements-Phase 2 in the Amount of $109,030 to Mock Roos & Associates, Inc., and Establishing an Engineering and Design and Bid Phase Services Budget of $122,000.

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

Page 319

e. RESOLUTION NO. 163-2014 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 Erdman Anthony of Florida, Inc., in an Amount of $180,310 for the Street Lighting Upgrades on South Ocean Boulevard from Sloan's Curve to Lake Avenue, and Establishing a Design and Bid Phase Budget of $197,500.

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

B. New Business

1. Coastal Protection Matters.

a. Mid-Town Beach Renourishment, Phipps/Reach 7 Partial Beach Nourishment, Reach 8 Dune Restoration, and other Coastal Protection Project Updates. Page 343

Page 347

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

c. Update on North Ocean Boulevard Seawall Replacement. Page 353

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

2. Evaluation of Town Manager Peter B. Elwell's Performance During 2013-2014. Page 355

Peter B. Elwell, Town Manager

3. Adoption of 2014-2015 Goals and Objectives for Town Manager Peter B. Elwell. Page 358

Peter B. Elwell, Town Manager

X. ORDINANCES

A. Second Reading

1. ORDINANCE NO. 13-2014 An Ordinance of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Designating an Page 361

Official Town Seal; Providing for Penalties for Unauthorized Use; Providing for Severability; Providing for Repeal of Ordinances in Conflict; Providing for Codification; Providing for an Effective Date.

Page 366

a. RESOLUTION NO. 165-2014 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Providing Authority for Town Staff to Use Representations of the Town Seal on Promotional Merchandise, Work Clothing Purchased Directly by the Employee, and Providing the Authority for the Town Manager to Approve the Use of Representations of the Town Seal by Employees in Certain Circumstances**.**

Thomas G. Bradford, Deputy Town Manager

2. ORDINANCE NO. 15-2014 An Ordinance of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Amending Chapter 54 of the Town Code of Ordinances Relating to Historical Preservation at Article II, Landmarks Preservation Commission, Section 54-41, Appeals and Review, to Provide for Appeals by Letter Based upon the Record; Providing for Severability; Providing for Repeal of Ordinances in Conflict; Providing for Codification; Providing an Effective Date. Page 368

Thomas G. Bradford, Deputy Town Manager

B. First Reading

1. ORDINANCE NO. 14-2014 An Ordinance of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Amending Chapter 106, Streets, Sidewalks and Other Public Places; at Article II, Streets; Section 106-46 Relating to Street Repair or Lighting on Petition of Property Owners; Requiring 67% of Property Owners to Affirmatively Approve the Petition with 100% of the Cost of Improvements to Be Borne by Petitioning Property Owners; providing for Severability; Providing for Repeal of Ordinances in Conflict; Providing for Codification; Providing an Effective Date. Page 372
Deferred from the September 9, 2014, Town Council Meeting.

Thomas G. Bradford, Deputy Town Manager

2. ORDINANCE NO. 16-2014 An Ordinance of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Amending the Town Code of Ordinances at Chapter 46, Fire Prevention and Protection, Amending Article III, "Fire Prevention", in Accordance with Florida State Statute 633.202 and 633.208 the "Florida Fire Prevention Code" Adopted by the State Florida Marshal in Chapter 69A-60 of the Florida Administrative Code with Local Amendments, National Fire Protection Association Fire Code - N.F.P.A. 1, Florida 2012 Edition, and National Fire Protection Association Life Safety Code - N.F.P.A. 101, Florida 2012 Edition; Providing for Severability; Repealing All Ordinances or Parts of Ordinances in Conflict Herewith; Providing for Codification; and Providing for an Effective Date. Page 377

Kirk Blouin, Director of Public Safety

3. ORDINANCE NO. 17-2014 An Ordinance of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Amending Chapter 2, Administration, Article IX, Shore Protection Board, Section 2-615(c), Frequency of Meetings; Providing for Severability; Providing for Repeal of Ordinances in Conflict; Providing for Codification; Providing an Effective Date.

   Peter B. Elwell, Town Manager

XI. ANY OTHER MATTERS

XII. ADJOURNMENT

PLEASE TAKE NOTE:

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

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

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

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

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

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

PROCEDURES FOR PUBLIC PARTICIPATION

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

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

COMMUNICATIONS FROM Any citizen is entitled to be heard concerning any

CITIZENS:	matter under the section entitled "Communications from Citizens," subject to the three minute limitation. The public also has the opportunity to speak to any item listed on the agenda, including the consent agenda, at the time the agenda item comes up for discussion.
OTHER AGENDA ITEMS:	Any citizen is entitled to be heard on any official agenda item when the Town Council calls for public comments, subject to the three minute limitation.

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

TOWN OF PALM BEACH

Town Council Meeting on: October 14, 2014

Section of Agenda

Presentations

Agenda Title

Poinciana Playhouse Update.

Presenter

Pamela Stark Thomas, National Arts Institute

Supporting Documents

- **Letter dated October 9, 2014, from Simon Taylor**

SIMON TAYLOR
ATTORNEY AT LAW

100 PARK AVENUE
SUITE 1600
NEW YORK, NY 10017
(212) 327-2640

777 SOUTH FLAGLER DRIVE
SUITE 800 WEST TOWER
WEST PALM BEACH, FL 33401
(561) 818-0170

October 9, 2014

Mayor and Town Council of Palm Beach
360 South County Road
Palm Beach, Florida 33480

Honorable Mayor and Council Members:

Attached is a copy of a recent document that has come to my attention signed by the owner/lessor of the Poinciana Plaza. This Power of Attorney dated September 9, 2014 appoints participants in the new Plaza manager, Up Markets, to handle government issues relating to the Poinciana Playhouse, including both "amendments, modifications or termination" of the 1979 Agreement that protects the Playhouse and its dining club and documents necessary "to submit all or a portion of the...Premises to the leasehold condominium form of ownership." The Power of Attorney was submitted by the National Arts Institute (NAI) in connection with its recent application to the Town Council for a Special Exception to use office space in the Plaza adjoining the Playhouse and club. The Power of Attorney (POA) apparently was not included in the application papers that were before the Council at its September 10 session on the Special Exception, but rather seems to have been submitted by NAI to the Town's Planning, Zoning and Building Department separately from the initial Special Exception application papers. A copy of the email of NAI's legal counsel transmitting this "Up Markets POA" to Planning and Zoning is also attached, showing that a copy of the email was sent to Pamela Stark Thomas of NAI.

I understand that the National Arts Institute has been directed to appear at the Town Council's October 14 meeting to report on NAI's efforts in regard to reopening the Poinciana Playhouse and dining club. As a Town resident and legal counsel and Chairman of the Palm Beach Theater Guild, it seems to me that the Power of Attorney in regard to termination of the 1979 Agreement and building of condominiums raises questions that should be addressed by NAI and the owners and managers of the Plaza. As we have done on prior occasions, we suggest that NAI should at least be asked by the Council to disclose and provide copies of its lease of the Playhouse, its business and parking plans for the property, its design and construction plans and credible demonstration that it has prospective donors to provide any necessary contributions to finance efforts in regard to the Playhouse. Thank you for your attention to these questions.

Sincerely,

Simon Taylor

Simon Taylor

From: Maura Ziska <MZiska@floridawills.com>
To: "pcastro@townofpalmbeach.com" <pcastro@townofpalmbeach.com>
Cc: Courtney Hudak <CHudak@floridawills.com>, "pamelastarkthomas@comcast.net" <pamelastarkthomas@comcast.net>
Date: 09/09/2014 05:18 PM
Subject: FW: Up Markets POA

Paul: See attached new POA for the Plaza. Let me know if you need anything further. Thanks. Maura

Maura A. Ziska, Esq.
Kochman & Ziska PLC
222 Lakeview Avenue, Suite 1500
West Palm Beach, FL 33401
561-802-8960 (telephone)
561-802-8995 (fax)
This electronic message transmission contains information from the law firm of Kochman & Ziska PLC which may be confidential or privileged. The information is intended to be for the use of the individual or entity named above. If you are not the intended recipient, be aware that any disclosure, copying, distribution or use of the contents of this information is prohibited.

POWER OF ATTORNEY

The undersigned, SIDNEY SPIEGEL, as Successor Trustee (the "Trustee") under the provisions of a certain Trust Agreement dated October 25, 1984 and known as Trust No.31520371, as amended (the "Trust") and Island Properties of Palm Beach, Inc., a Florida corporation (the "Corporation", and together with the Trustee and the Trust, the "Principal"), are the lessors under that certain Ground Lease dated March 31, 2008, as amended by that certain First Amendment to Ground Lease dated July, 2009 and that certain Second Amendment to Ground Lease dated August 26, 2014 (as amended, the "Ground Lease") pursuant to which RPP PALM BEACH PROPERTY LP, a Delaware limited partnership (the "Lessee") leases the property owned in fee simple by the Principal and described on Exhibit "A" hereto (the "Property"). Pursuant to Article 5 of the Ground Lease, Principal has granted Lessee the exclusive right to deal with all governmental issues related to the Property. In furtherance thereof, and pursuant to the specific terms of the Trust and also pursuant to the Unanimous Written Consent of the Board of Directors of Island Properties of Palm Beach, Inc. attached hereto as Exhibit "B", Principal does hereby constitute and appoint Jeremy M. Sclar, , Thomas J. DeSimone, Richard A. Marks, Deirdre A. Geoghegan and/or Samantha P. David and/or Lessee (as applicable, the "Agent") as the Principal's true and lawful attorney-in-fact to have power and authority, in the name, place and stead of the Principal, to do any and every act and exercise any and every power that the Principal might or could do with respect to the Principal's fee simple interest in the Property in connection with all governmental issues related to the Property, including, without limitation, (i) all matters relating to the Royal Poinciana Playhouse, (ii) all matters relating to the "landmarking" of any portion or all of the Property, (iii) the pursuit of zoning and building approvals, consents and permits necessary to renovate or redevelop the Property, and (iv) the execution in the name of Principal of any documents or instruments required for such renovation or redevelopment such as: (a) zoning applications, (b) changes or variances required by governmental authority, (c) granting, modifying or abandoning existing rights of way bounding the Property, (d) granting easements or licenses for roadways, right of ways, utilities, ingress, egress and other purposes, with or without consideration, (e) building permits, variances, use permits, licenses, approvals or similar governmental authorizations, (f) amendments, modifications or termination of that certain Agreement by and between the Town of Palm Beach and Poinciana Properties, Ltd. dated March 6, 1979, and all amendments thereto, (g) amendments, modifications or termination of any unity of title affecting the Property, (h) any documents or instruments necessary to submit all or a portion of the Ground Leased Premises to the leasehold condominium form of ownership, (i) impose restrictive covenants on the Property, and (j) any and all other similar matters, as fully, and for all intents and purposes, as the Principal might or could do if personally present, with full power of substitution, hereby ratifying and confirming all that the Agent shall lawfully do or cause to be done by virtue hereof, all of which acts and agreement shall be binding on the Principal and the Principals' successors and assigns, shall run with the title to the Property, and shall be effective to bind the Property during and after the termination or expiration of the Ground Lease.

Notwithstanding the foregoing, the Agent is not hereby authorized to convey by deed or other instrument any of the fee simple interest of the Principal in the Property.

[Signatures on Next Page]

IN WITNESS WHEREOF, this Power of Attorney is executed by the undersigned as of this 9 day of September, 2014.

Print Name: Carol Gassi

Sidney Spiegel, as Successor Trustee under the provisions of a certain Trust Agreement dated October 25, 1984 and known as Trust No. 21520371

Print Name: Sharon Grunberg

Print Name: Carol Gassi

Island Properties of Palm Beach, Inc., a Florida corporation

Print Name: Sharon Grunberg

Sidney Spiegel, Vice President

PROVINDE OF ONTARIO :
: SS
:

The foregoing instrument was acknowledged before me as of the 9 day of September, 2014, by SIDNEY SPIEGEL, as Successor Trustee under the provisions of a certain Trust Agreement dated October 25, 1984 and known as Trust No. 31520371, as amended and as Vice President of Island Properties of Palm Beach, Inc., a Florida corporation, on behalf of such trust and corporation, who is personally known to be or who has produced a driver's license as identification.

Name: Allan Lyons
Notary Public
Province of Ontario
My Commission Expires: permanent

PARCEL A

A parcel of land in Section 22, Township 43 South, Range 43 East, Palm Beach County, Florida, bounded as follows:

On the North by the Southerly right of way line of Royal Poinciana Way; on the East by the Westerly right of way of Cocoanut Row; on the West by the waters of Lake Worth; and on the South by the following described line:

Commencing at the intersection of the Northerly right of way line of White Hall Way with the Westerly right of way line of Cocoanut Row, as said streets are described in Deed recorded in Deed Book 814, page 477, and subsequent pages, public records of Palm Beach County, Florida; thence Northerly along the said Westerly right of way line of Cocoanut Row, a distance of 444.76 feet to the beginning of a curve concave to the East having a radius of 529.00 feet and a central angle of 23 degrees 53' 30"; thence Northerly along the arc of said curve, a distance of 137.44 feet to the tangent to said curve; thence Northerly along said tangent, a distance of 59.62 feet to the Point of Beginning of the herein described South line; thence Westerly making an angle from Southwest to West of 86 degrees 14' 30", a distance of 227.26 feet; thence Northerly at right angles, a distance of 26 feet; thence Westerly at right angles, a distance of 293.43 feet to the beginning of a curve to the Northeast, having a radius of 65.03 feet and a central angle of 85 degrees 42' 43", a distance of 97.26 feet; thence Northwesterly a distance of 38.90 feet, more or less, to the Southeast corner of a parcel of land described in Deed Book 1011, page 228, public records of Palm Beach County, Florida, said Southeast corner is located in the arc of a curve concentric with the last herein described curve, and having a radius of 90.03 feet and a central angle of 102 degrees 55' 30" and is 4.19 feet Southerly from a point of reverse curve; thence Northerly along the arc of the just described curve, a distance of 4.19 feet to the point of reverse curvature of a curve concave to the West, having a radius of 613.29 feet and a central angle of 15 degrees 35' 22"; thence Northerly along the arc of said reverse curvature a distance of 97.62 feet to a point in a line parallel with and 451.20 feet Southerly from (measured at right angles to) the Southerly right of way line of Royal Poinciana Way, said line also being described in Deed Book 1011, page 228, public records of Palm Beach County, Florida; thence Westerly along said parallel line, a distance of 191.06 feet, more or less, to the waters of Lake Worth and the end of the herein described Southerly line.

Excepting, however, so much of a nearly rectangular area of land, together with riparian or littoral rights appurtenant or incident thereto, as is included in the foregoing described parcel of land, and which nearly rectangular area of land has a Southerly boundary of 208.44 feet, an Easterly boundary of 71.20 feet, a Northerly boundary of 190.74 feet plus 12.06 feet, on two different courses coinciding with the South line of the East approach of Flagler Memorial Bridge, and having a Westerly boundary of 71.88 feet coinciding with the West face of an existing concrete bulkhead within the waters of Lake Worth, and all as such nearly rectangular area of land and riparian and littoral rights appurtenant or incident thereto are more particularly described and were conveyed in Deed of Florida East Coast Hotel Company to Town of Palm Beach, dated September 11, 1939, and recorded in Deed Book 592, page 478, of the public records of Palm Beach County, Florida.

PARCEL B

A parcel of land in Section 22, Township 43 South, Range 43 East in the Town of Palm Beach, Palm Beach County, Florida, and more particularly described as follows:

Beginning at a point in the Westerly right of way line of Cocoanut Row as now laid out and in use at a distance of 173.9 feet South of the intersection of said West line of the right of way of Cocoanut Row and the Southerly right of way line of Royal Poinciana Way; thence Westerly parallel to the Southerly right of way line of said Poinciana Way a distance of 663.33 feet; thence Southerly at right angles to the preceding course a distance of 245.3 feet to the beginning of a curve concave to the West and having a radius of 513.29 feet and a central angle of 15 degrees 35' 22"; thence Southerly along the arc of said curve a distance of 42.04 feet to the Point of Beginning, and the Northeast corner of the parcel of land herein described; thence continue Southerly along the arc of said curve a distance of 97.62 feet to a point of reverse curvature; thence Southerly along the arc of a curve concave to the East and having a radius of 599.29 feet, a distance of 4.06 feet to a point in the South line of the herein described parcel; thence Westerly parallel to and 551.2 feet Southerly (measured at right angles) from the Southerly right of way line of said Royal Poinciana Way, a distance of 190 feet, more or less, to the waters of Lake Worth; thence Northerly along the waters of Lake Worth to a point in a line parallel to and 100 feet Northerly (measured at right angles) from the Southerly line of the herein described parcel; thence Easterly along said parallel line a distance of 185 feet, more or less, to the Point of Beginning.

Less and except the following:

gsdocs.8105026.3

Parcel No. 100 State Road A-1-A Palm Beach County Description

A portion of land lying South of and adjacent to State Road A-1-A (Royal Poinciana Way) in Government Lot 1, Section 22, Township 43 South, Range 43 East, Palm Beach County, Florida, being more particularly described as follows:

Commence at the Northwest Corner of Tract 13, BREAKERS ROW PLAT NO. 1 - REPLAT, according to the plat thereof, as recorded in Plat Book 46, Page 188, of the Public Records of Palm Beach County, Florida; thence North 88°54'30" West along the Southerly Existing Right of Way Line for said State Road A-1-A (Royal Poinciana Way) and its extension, as shown on the Florida Department of Transportation Right of Way Map for Item/Segment No. 4124892, Section No. 93060-2527, a distance of 603.57 feet; thence North 01°05'30" East along said Southerly Existing Right of Way Line, a distance of 10.00 feet; thence North 88°54'30" West continuing along said Southerly Existing Right of Way Line, a distance of 34.75 feet to the POINT OF BEGINNING; thence South 00°06'10" East, a distance of 49.66 feet; thence South 82°43'52" West, a distance of 149.45 feet; thence North 88°58'37" West, a distance of 62.24 feet; thence North 06°04'30" East, a distance of 71.88 feet to a point on said Southerly Existing Right of Way Line for State Road A-1-A (Royal Poinciana Way); thence South 88°11'30" East along said Southerly Existing Right of Way Line, a distance of 12.08 feet; thence South 88°54'30" East continuing along said Southerly Existing Right of Way Line, a distance of 190.74 feet to the POINT OF BEGINNING.

Containing 13,146 square feet, more or less.

Parcel No. 101 State Road A-1-A Palm Beach County Description

A portion of land lying in Section 22, Township 43 South, Range 43 East, Palm Beach County, Florida, being more particularly described as follows:

Commence at the Northwest Corner of Tract 13, BREAKERS ROW PLAT NO. 1 - REPLAT, according to the plat thereof, as recorded in Plat Book 46, Page 188, of the Public Records of Palm Beach County, Florida; thence North 88°54'30" West along the Southerly Existing Right of Way Line for said State Road A-1-A (Royal Poinciana Way) and its extension, as shown on the Florida Department of Transportation Right of Way Map for Item/Segment No. 4124892, Section No. 93060-2527, a distance of 603.57 feet; thence continue along said Southerly Existing Right of Way Line for State Road A-1-A (Royal Poinciana Way) for the next three (3) calls: (1) North 01°05'30" East, a distance of 10.00 feet; thence (2) North 88°54'30" West, a distance of 225.49 feet; thence (3) North 88°11'30" West, a distance of 12.08 feet to a point on the Southerly Bulkhead Line for the Intracoastal Waterway as shown on said map; thence South 06°04'30" West along said Bulkhead Line, a distance of 67.55 feet to the POINT OF BEGINNING; thence continue South 06°04'30" West, a distance of 4.33 feet; thence South 88°58'37" East, a distance of 62.24 feet; thence South 82°43'52" West, a distance of 135.89 feet; thence North 07°00'31" East, a distance of 25.10 feet; thence South 88°06'53" East, a distance of 70.00 feet to the POINT OF BEGINNING.

Containing 1,637 square feet, more or less.

AND

A portion of land lying South of and adjacent to State Road A-1-A (Royal Poinciana Way) in Section 22, Township 43 South, Range 43 East, Palm Beach County, Florida, being more particularly described as follows:

Parcel No. 101 State Road A-1-A Palm Beach County Description

Commence at the Northwest Corner of Tract 13, BREAKERS ROW PLAT NO. 1 - REPLAT, according to the plat thereof, as recorded in Plat Book 46, Page 188, of the Public Records of Palm Beach County, Florida; thence North 88°54'30" West along the Southerly Existing Right of Way Line for said State Road A-1-A (Royal Poinciana Way) and its extension, as shown on the Florida Department of Transportation right of Way Map for Item/Segment No. 4124892, Section No. 93060-2527, a distance of 383.56 feet to the POINT OF BEGINNING; thence
South 01°05'30" West, a distance of 20.00 feet; thence
North 88°54'30" West, a distance of 120.00 feet; thence
South 82°43'52" West, a distance of 135.16 feet; thence
North 00°06'10" West, a distance of 49.66 feet to a point on the Southerly Existing Right of Way Line for said State Road A-1-A (Royal Poinciana Way); thence continues along said Southerly Existing Right of Way line for the next three (3) calls:
(1) South 88°54'30" East, a distance of 34.75 feet; thence
(2) South 01°05'30" West, a distance of 10.00 feet; thence
(3) South 88°54'30" East, a distance of 220.01 feet to the POINT OF BEGINNING.

Containing 6,751 square feet, more or less.

All together containing 8,388 square feet, more or less.

TOWN OF PALM BEACH

Town Council Meeting on: October 14, 2014

Section of Agenda

Presentations

Agenda Title

Flagler Memorial Bridge Project Update.

Presenter

Geoffrey Parker, New Millennium Engineering

Supporting Documents

- NONE

TOWN OF PALM BEACH

Town Council Meeting on: October 14, 2014

Section of Agenda

Minutes

Agenda Title

MINUTES: SEPTEMBER 9, 2014

Approval of the Minutes of the Regular Town Council Meeting.
Staff Requests Deferral to the November 13, 2014, Town Council Meeting.

Presenter

Susan A. Owens, Town Clerk

Supporting Documents

- NONE

TOWN OF PALM BEACH

Town Council Meeting on: October 14, 2014

Section of Agenda

Minutes

Agenda Title

MINUTES: SEPTEMBER 9, 2014

Approval of the Minutes of the Special Town Council Meeting-Closed-Door Session.

Presenter

Susan A. Owens, Town Clerk

Supporting Documents

- **Minutes of the Special Town Council Meeting Held on September 9, 2014**

MINUTES OF THE SPECIAL TOWN COUNCIL MEETING
HELD ON TUESDAY, SEPTEMBER 9, 2014

I. CALL TO ORDER AND ROLL CALL

The Special Town Council meeting was called to order at 11:28 a.m. on Tuesday, September 9, 2014, in the Town Council Chambers. On roll call, all of the elected officials were found to be present, with the exception of Council President Wildrick. Council President Pro Tem Diamond assumed the position of Council President for these proceedings.

II. APPROVAL OF AGENDA

Motion was made by Council Member Townsend, and seconded by Council Member Pucillo, to approve the Agenda. On roll call, the motion carried 3-0, with Council President Wildrick and Council Member Kleid absent.

III. JASON WEEKS VS TOWN OF PALM BEACH, CASE NO. 502012CA00664-XXXXMBAE, pending in the Circuit Court of the Fifteenth Judicial Circuit in and for Palm Beach County, Florida.

F.S. 286.011(8) allows the Mayor, Town Council, and the Town Manager to meet in a Closed-Door Attorney/Client Session for the purpose of discussing strategy related to litigation.

Council President Pro Tem Diamond announced the following:

a.) The Attorney/Client Closed-Door Session
b.) The estimated time is thirty minutes
c.) The names of the persons attending:
Gail L. Coniglio, Mayor
William J. Diamond, President Pro Tem
Richard M. Kleid, Town Council Member
Michael J. Pucillo, Town Council Member
Penelope D. Townsend, Town Council Member
Peter B. Elwell, Town Manager

John C. Randolph, Town Attorney
Robert W. Wilkins, Esq.
Pleasanton, Greenhill, Meek & Marsaa, Court Reporters

At 11:30 a.m., the persons attending the meeting (listed above) relocated from the Town Hall Council Chambers to the immediately adjacent conference room.

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

A.) Call to Order

The Special Town Council meeting was reconvened at 11:58 a.m., in the Town Council Chambers.

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

Council President Pro Tem Diamond announced that the Town Council has met and discussed the matter and there is nothing further to report at this time.

V. ANY OTHER MATTERS – None

VI. ADJOURNMENT

There being no further business, the Special Town Council Meeting of Tuesday, September 9, 2014, was adjourned at 12:00 p.m.

APPROVED:

_____
William J. Diamond
Town Council President Pro Tem

ATTEST:

_____
Susan A. Owens, MPA, MMC
Town Clerk

_____
Date

TOWN OF PALM BEACH

Town Council Meeting on: October 14, 2014

Section of Agenda

Minutes

Agenda Title

MINUTES: SEPTEMBER 9, 2014

Approval of the Minutes of the Special Town Council Meeting-First Budget Hearing.

Presenter

Susan A. Owens, Town Clerk

Supporting Documents

- **Minutes of the Special Town Council Meeting Held on September 9, 2014**

MINUTES OF THE SPECIAL TOWN COUNCIL MEETING
HELD ON TUESDAY, SEPTEMBER 9, 2014

I. CALL TO ORDER AND ROLL CALL

The Special Town Council meeting was called to order on Tuesday, September 9, 2014, at 5:01 p.m., in the Town Council Chambers. On roll call, all of the elected officials were found to be present, with the exception of Mayor Coniglio and Council President Wildrick. Council President Pro Tem Diamond assumed the position of Council President for these proceedings.

II. PLEDGE OF ALLEGIANCE

Council President Pro Tem Diamond led the Pledge of Allegiance.

III. APPROVAL OF AGENDA

Motion was made by Council Member Kleid, and seconded by Council Member Townsend, to approve the Agenda. On roll call, the motion carried 4-0, with Council President Wildrick absent.

IV. PUBLIC HEARING ON PROPOSED MILLAGE RATE, TENTATIVE FY15 BUDGETS AND NON-AD VALOREM ASSESSMENTS

A. Notice of Proposed Property Taxes

Council President Pro Tem Diamond read into the record the required legal verbiage.

B. Proposed Operating Millage Rate

Council President Pro Tem Diamond read into the record the required legal verbiage.

C. Reasons for Proposed Operating Millage Rate Increase over the Rolled-Back Millage Rate

Town Manager Elwell read into the record the required legal verbiage.

D. Comments and Questions from Public

Council Member Kleid spoke regarding the Citizen's Police Academy charging fees to the participants to compensate the cost. He stated that he would ask for an increase in the budget to cover the amount, unless he has confirmation from Town Manager Elwell that the Crime Watch program will pick up the amount of these fees.

Town Manager Elwell confirmed that the Police Department will offer the Academy at no charge to the participants, and will be underwritten by the Crime Watch program.

William Cooley, 171 El Pueblo Way, as Chairman of the Landmarks Preservation Commission spoke regarding an increase in funding for landmarking of $50,000.

Lewis Crampton, 2335 South Ocean Boulevard, on behalf of the Palm Beach Civic Association, spoke in favor of Mr. Cooley's request.

Town Manager Elwell spoke regarding the additional $50,000 requested for additional landmarking and stated that rather than changing the millage rate, the funds could be appropriated from the General Contingency Fund at a subsequent meeting.

It was the consensus of the Town Council that the appropriation of an additional $50,000 for the Landmarks Preservation program would be added on tomorrow's agenda.

E. Discussion and Adoption (with changes, if any) of Proposed Operating Millage Rate for FY15.

1. RESOLUTION NO. 143-2014 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Adopting the Proposed Millage Rate Necessary to Fund the Tentative General (Operating) Fund Budget for the 2014 - 2015 Fiscal Year.

Motion was made by Council Member Townsend, and seconded by Council Member Pucillo, to approve Resolution No. 143-2014 On roll call, the motion carried 4-0, with Council President Wildrick absent.

F. Non-Ad Valorem Assessments

1. Commercial Solid Waste Fee Assessments
[H. Paul Brazil, Director of Public Works]

a. RESOLUTION NO. 144-2014 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Relating to the

Provision of Commercial Solid Waste Collection Services; Providing Authority and Definitions; Approving the Updated Assessment Rolls; Providing for the Reimposition of the Assessments to Fund the Commercial Solid Waste Collection Services; Providing for Collection of the Assessment Pursuant to the Uniform Assessment Collection Act; Providing for the Effect of this Resolution; Providing Severability and an Effective Date.

Director of Public Works Brazil read into the record the required legal verbiage.

Motion was made by Council Member Townsend, and seconded by Council Member Kleid, to approve Resolution No. 144-2014. On roll call, the motion carried 4-0, with Council President Wildrick absent.

2. Worth Avenue Commercial District Improvement Project
[Thomas G. Bradford, Deputy Town Manager]

a. RESOLUTION NO. 145 2014 A Resolution of the Town Council of the Town of Palm Beach, Florida, Relating to the Provision of the Worth Avenue Improvement Project; Providing Authority and Definitions; Approving the Final Assessment Rolls; Providing for the Reimposition of the Assessments to Fund the Worth Avenue Improvement Project and Related Maintenance Services; Providing for Collection of the Assessments Pursuant to the Uniform Assessment Collection Act; Providing for the Effect of this Resolution; Providing Severability and an Effective Date.

Deputy Town Manager Bradford spoke regarding the assessment rates for the project.

Motion was made by Council Member Pucillo, and seconded by Council Member Kleid, to approve Resolution No. 145-2014. On roll call, the motion carried 4-0, with Council President Wildrick absent.

3. Via Fontana Underground Conversion Project
[Thomas G. Bradford, Deputy Town Manager]

a. RESOLUTION NO. 146-2014 A Resolution of the Town Council of the Town of Palm Beach, Florida, Relating to the Provision of the Underground Utility Improvements within the Via Fontana Assessment Area; Approving the Updated Assessment Roll; Providing for the Reimposition of the Assessments to Fund the Underground Utility Improvements within the Via Fontana Assessment Area; Providing for Collection of the Assessments Pursuant to the Uniform

Assessment Collection Act; Providing for the Effect of this Resolution; Providing Severability and an Effective Date.

Deputy Town Manager Bradford spoke regarding the assessment rates for the project.

Joseph Vittoria, 1616 S. Ocean Boulevard, spoke regarding the actual cost versus what he was told to expect for burying the utility lines, and the unfair division of costs among the four properties by using equivalent building units (EBU's) methodology.

Deputy Town Manager Bradford spoke regarding the assessment methodology formula for the undergrounding utilities costs, and the higher costs of EBU's on larger properties.

Town Manager Elwell spoke regarding the development of the methodology through a technical process, the adoption by the Town Council, the public hearings, and the accurateness of the application.

Mr. Vittoria stated that he is now aware that EBU's are based on all Town wide property, not four properties, which make it wrong and unfair in this situation.

Motion was made by Council Member Pucillo, and seconded by Council Member Kleid, to approve Resolution No. 146-2014. On roll call, the motion carried 4-0, with Council President Wildrick absent.

4. Everglades Island Underground Conversion Project
[Thomas G. Bradford, Deputy Town Manager]

a. RESOLUTION NO. 147-2014 A Resolution of the Town Council of the Town of Palm Beach, Florida, Relating to the Provision of the Underground Utility Improvements within the Everglades Island Assessment Area; Approving the Updated Assessment Roll; Providing for the Reimposition of the Assessments to Fund the Underground Utility Improvements within the Everglades Island Assessment Area; Providing for Collection of the Assessments Pursuant to the Uniform Assessment Collection Act; Providing for the Effect of this Resolution; Providing Severability and an Effective Date.

Deputy Town Manager Bradford spoke regarding the assessment rates for the project.

Motion was made by Council Member Townsend, and seconded by Council Member Pucillo, to approve Resolution No. 147-2014. On roll call, the motion carried 4-0, with Council President Wildrick absent.

1. Peruvian Avenue 400 Block Streetscape Project
[Thomas G. Bradford, Deputy Town Manager]

a. RESOLUTION NO. 148-2014 A Resolution of the Town Council of the Town of Palm Beach, Florida, Relating to the Provision of the Peruvian Avenue Improvement Project; Providing Authority and Definitions; Approving the Final Assessment Rolls; Providing for the Imposition of the Assessments to Fund the Peruvian Avenue Improvement Project and Related Maintenance Services; Providing for Collection of the Assessments Pursuant to the Uniform Assessment Collection Act; Providing for the Effect of this Resolution; Providing Severability and an Effective Date.

Deputy Town Manager Bradford read into the record the required legal verbiage.

Motion was made by Council Member Pucillo, and seconded by Council Member Kleid, to approve Resolution No. 148-2014. On roll call, the motion carried 4-0, with Council President Wildrick absent.

G. Discussion and Adoption (with changes, if any) of a Tentative Operating Budget, Debt Service Budget, and Budgets for Other Funds for FY15.

1. RESOLUTION NO. 149-2014 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Adopting the Tentative General (Operating) Fund, Debt Service Fund and Budgets for Other Funds for the 2014-2015 Fiscal Year.

Council President Pro Tem Diamond read into the record the required legal verbiage.

Motion was made by Council Member Kleid, and seconded by Council Member Townsend, to approve Resolution No. 149-2014. On roll call, the motion carried 4-0, with Council President Wildrick absent.

H. Second and Final Public Hearing to Adopt the Final Millage Rate and Budgets will be on Wednesday, September 17, 2014, at 5:01 p.m., in the Town of Palm Beach Council Chambers.

Council President Pro Tem Diamond announced the second and final budget hearing.

V. ANY OTHER MATTERS – None

VI. ADJOURNMENT

There being no further business, the September 9, 2014, Special Town Council meeting was adjourned at 5:35 p.m.

APPROVED:

_____
William J. Diamond
Town Council President Pro Tem

ATTEST:

_____
Susan A. Owens, MPA, MMC
Town Clerk

_____
Date

TOWN OF PALM BEACH

Town Council Meeting on: October 14, 2014

Section of Agenda

Minutes

Agenda Title

MINUTES: SEPTEMBER 10, 2014

Approval of the Minutes of the Regular Town Council Meeting.

Presenter

Susan A. Owens, Town Clerk

Supporting Documents

- **Minutes of the Town Council Meeting Held on September 10, 2014**

MINUTES OF THE REGULAR TOWN COUNCIL MEETING
HELD ON WEDNESDAY, SEPTEMBER 10, 2014

I. CALL TO ORDER AND ROLL CALL

The Regular Town Council meeting was called to order on Wednesday, September 10, 2014, at 9:30 a.m. in the Town Council Chambers. On roll call, all of the elected officials were found to be present, with the exception of Mayor Coniglio and Council President Wildrick. Council President Pro Tem Diamond assumed the position of Council President for these proceedings.

II. INVOCATION AND PLEDGE OF ALLEGIANCE

Town Clerk Owens gave the invocation. Council President Pro Tem Diamond 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 and Council Member Pucillo attended a meeting on Jog Road, and complimented Staff on their helpfulness and their work regarding their new berm map.

V. COMMUNICATIONS FROM CITIZENS - 3 MINUTE LIMIT PLEASE

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

Connie Gasque, 167 Root Trail, spoke regarding her photos showing a change to the coastline on Beach 33, the fact that sand did not go through the Sand Transfer Plant (STP), and the modules were not working.

Town Manager Elwell stated that everyone is concerned about the modules and they are being monitored very carefully and could be a cause of the issue with the STP. However, the engineering results are not conclusive yet.

Emily Clifford, 156 Peruvian Avenue, spoke regarding maintaining the off-street parking

as required for BrickTop's Restaurant, moving of the valet stand, parking on Peruvian Avenue by valet's and employees using placards, and insufficient amount of parking spaces on Peruvian Avenue.

VI. APPROVAL OF AGENDA

The following changes were made to the Agenda:

ADDED: Consideration of an additional $50,000 allocation to the Landmarks Preservation Program Budget was added to the beginning of the Agenda.

ADDED: Update on 105 Clarendon Avenue was added as the second item on the Agenda

DEFERRED: Item No. VIII.A.1.a., Site Plan Review #8-2014 with Variance, was deferred to the October 15, 2014, Town Council meeting.

DEFERRED: Item No. VIII.A.2.h., Variance #43-2014, was deferred to the October 15, 2014, Town Council meeting.

Motion was made by Council Member Pucillo, and seconded by Council Member Townsend, to approve the Agenda, as amended above. On roll call, the motion carried 4-0, with Council President Wildrick absent.

(Clerk's Note: Items X.A. and X.B., were heard at this time.)

VII. RESOLUTIONS

A. RESOLUTION NO. 151-2014 A Resolution Of The Town Council Of The Town Of Palm Beach, Palm Beach County, Florida, Authorizing Ad Valorem Tax Exemptions For 159 Australian Avenue And Stating That The Subject Property Meets The Criteria Set Forth In Chapter 54, Article V Of The Code Of Ordinances Of The Town Of Palm Beach, Relating To Landmarks Preservation And Titled "Tax Exemptions."
John S. Page, Director of Planning, Zoning and Building

Motion was made by Council Member Kleid, and seconded by Council Member Pucillo, to approve Resolution No. 151-2014. On roll call, the motion carried 4-0, with Council President Wildrick absent.

VIII. DEVELOPMENT REVIEWS

A. Variances, Special Exceptions, and Site Plan Reviews

1. Old Business

a. SITE PLAN REVIEW #8-2014 WITH VARIANCES The application of Coral Beach Corporation; relative to property commonly known as 160 Seaview Avenue; described as Lot 4 and the West 65' of Lot 5, THE EAST PLAZA, Plat Book 16, Page 78, of the Public Records of Palm Beach County, Florida; located in the R-B Zoning District. The applicant is proposing to build a 7,092 square foot (5,788 square feet enclosed) two-story home. Site Plan Review is requested to allow a single family home to be built on two (2) existing non-conforming platted lots with depths of 99.07 feet in lieu of 100 feet required. Variances requested are for a point of measurement variance for building height at 13.5 feet National Geodetic Vertical Datum (NGVD) in lieu of the 11.68 feet NVGD allowed; a point of measurement variance to allow for overall building height at 13.5 feet NGVD in lieu of the 11.68 feet NGVD maximum allowed; and, a point of measurement for cubic content ratio to be at 14.5 feet NGVD (proposed finished first floor) in lieu of the 11.68 feet NVGD maximum allowed. [Attorney: Francis X. J. Lynch]
Deferred from the August 13, 2014, Town Council Meeting [Architectural Commission Recommendation: Deferred to the September 19, 2014 Meeting]
Request for Deferral to the October 15, 2014, Town Council Meeting Per Letter Dated August 28, 2014, from Francis X.J. Lynch.
John S. Page, Director of Planning, Zoning, and Building

This item was deferred to the October 15, 2014, Town Council meeting.

b. SPECIAL EXCEPTION #13-2014 WITH SITE PLAN REVIEW AND VARIANCES The application of Town of Palm Beach, Peter B. Elwell, Town Manager; relative to property commonly known as 2345 South Ocean Blvd.; described as Lengthy legal description on file; located in the R-B Zoning District. A Special Exception with Site Plan Review is being requested to modify the Par 3 Golf Course parking lot, seating and hours of operation of the Club House restaurant and proposed addition of a new patio deck. The proposed modification is to widen the north side of the parking lot by approximately eighteen (18) feet, create tandem parking in that area of the lot and add additional parking on the south side of the lot. The request also modifies the parking vehicular circulation by creating one way drive aisle. The proposal would create twenty-six (26) additional parking spaces to the parking lot and allow valet parking in designated areas. In addition, the club house restaurant hours are proposed to change from 7:00 am – 10:00 pm to 7:00 am – Midnight with the proposed additional seventeen (17) more seats on the second floor outside verandas

(total of 167 seats). In addition, request is to also add a 1,837 square foot patio on the south side of the clubhouse to allow the restaurant and golf course to host golf outings and other special events; install spot lights facing east to light the dune line and ocean surf, outside of turtle nesting season. Variances are requested to allow tandem parking for the valet parking area, which is not permitted by Code. The Code requires that off-street parking be arranged so that a vehicle does not have to be moved in order to move another vehicle; and, to allow three (3) parking spaces in the required front yard setback, which is not permitted by Code.

1. Acceptance of Donation and Approval of Expenditure to Construct Patio and Complete Other Improvements. [Representative: Jay Boodheshwar]
Deferred from the July 16, 2014, Town Council Meeting
John S. Page, Director of Planning, Zoning and Building

Director of Recreation and Special Projects Boodheshwar, on behalf of the Town of Palm Beach, provided an overview of the applicant's request.

Zoning Administrator Castro provided Staff's comments.

Discussion ensued regarding the installation of the spotlights, placing lights on the trees, and approval of the lighting by the Architectural Commission (ARCOM).

Motion was made by Council Member Pucillo, and seconded by Council Member Townsend, that Special Exception #13-2014 shall be granted based upon the finding that such grant will not adversely affect the public interest and that the applicable criteria set forth in Section 134-229 of the Town Code have been met, and that the site plan review related to Special Exception #13-2014, 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 4-0, with Council President Wildrick absent.

Motion was made by Council Member Pucillo, and seconded by Council Member Townsend, regarding Special Exception #13-2014 to defer a decision on the installation of spotlights to the November 12, 2014, Town Council meeting in order to allow ARCOM to review the matter. On roll call, the motion carried 4-0, with Council President Wildrick absent.

2. New Business

a. SITE PLAN REVIEW #9-2014 (Modified) The application of Casa Apava Lot 3, LLC; Mark Timothy, Inc., Manager; Mark Pulte, President; relative to property commonly known as Lot 3, Casa Apava (a portion of 1300 S. Ocean Blvd.); described as Lot 3, of CASA APAVA, according to the map or plat thereof as recorded in Plat Book 62, Page 191, Public Records of Palm Beach County, Florida; located in the R-AA Zoning District. The applicant is requesting site plan approval to allow the construction of a 16,447 square foot two-story, single family residence on a non-conforming platted lot which is 45,762 square feet in area in lieu of the 60,000 square foot lot area required in the R-AA Zoning District. Further request is being made pursuant to the Subdivision Agreement Re: Condition upon Approval of Casa Apava Subdivision for authorization from the Town to use the platted mangrove area and the construction setback area to build a cabana, covered loggia, pool, spa and associated deck, and a portion of the proposed two story residence. [Attorney: Maura Ziska]
John S. Page, Director of Planning, Zoning and Building

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

Attorney Ziska, on behalf of Casa Apava Lot 3, LLC, provided an overview of the applicant's request.

Zoning Administrator Castro provided Staff's comments.

Motion was made by Council Member Kleid, and seconded by Council Member Pucillo, that Site Plan Review #9-2014 (modified) 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 4-0, with Council President Wildrick absent.

b. SITE PLAN REVIEW #10-2014 WITH VARIANCE The application of Three Fifty of Palm Beach Association, Inc., Michael Kranich, President; relative to property commonly known as 350 South Ocean Boulevard; described as Lots 38, 39, 40, 41 and 42, Block B, of Royal Park Addition to Palm Beach, according plat thereof on file in the Office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, recorded in Plat Book 4, Page 1; located in the R-D(2) Zoning District. The

applicant is requesting site plan approval on a multi-family property to construct a 200 square foot addition connecting two existing accessory structures for a recreation room, presently totaling 253 square feet on the south side of the swimming pool deck. A variance is being requested to permit the 200 square foot proposed addition with a rear yard setback of 10.6 feet in lieu of 30 foot minimum required. [Attorney: Francis X. J. Lynch]
John S. Page, Director of Planning, Zoning and Building

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

Attorney Lynch, on behalf of Three Fifty of Palm Beach Association, Inc., provided an overview of the applicant's request.

Zoning Administrator Castro provided Staff's comments.

Motion was made by Council Member Pucillo, and seconded by Council Member Kleid, that Site Plan Review #10-2014 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, and the variance related to Site Plan Review #10-2014 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 4-0, with Council President Wildrick absent.

c. SITE PLAN REVIEW #11-2014 WITH VARIANCES The application of Juan Maria Naveja Diebold, as Trustee of the Juan Maria Naveja Diebold Trust u/a/d July 12, 2012; relative to property commonly known as 1053 N. Lake Way; described as Lot 14, Coral Estates, according to the plat thereof as recorded in Plat Book 22, Page 27, Public Records of Palm Beach County, Florida; located in the R-B Zoning District. The applicant is requesting site plan approval to permit construction of a new 4,355 square foot two story house, pool and 1,122 square foot two story guest house on a platted lot with a width of 89.92 feet in lieu of 100 feet required. Variances requested are: for the guest house rear setback to be 15 feet in lieu of 30 foot minimum required; to permit construction 4,355 square foot single family home with an angle of vision of 121° in lieu of 108° maximum allowed; and, to permit construction of a 1,122 two story guest house in lieu of one story permitted. [Attorney: M. Timothy Hanlon] [Architectural Commission Recommendation: Implementation of the proposed variances related to the architecture will not cause negative

architectural impacts to the subject property. Carried 7-0]
John S. Page, Director of Planning, Zoning and Building

The following ex-parte communications were declared: Council President Pro Tem Diamond and Council Members Kleid and Pucillo, spoke with Attorney Hanlon, who advocated the position of his client.

Attorney Hanlon, on behalf of Juan Maria Naveja Diebold, provided an overview of the applicant's request. He stated that the angle of vision is 118° in lieu of 108° maximum allowed, and not 121 as shown above.

Zoning Administrator Castro provided Staff's comments.

Discussion ensued regarding the angle of vision of the house, the staggering of the back of the houses required by Code, the impact to the size of the house, and the hardship requirements.

It was the consensus of the Town Council to allow the applicant to return later in the meeting to allow more time to work with their plan.

Attorney Hanlon stated that the angle of vision was reduced from 118° this morning to 114° in lieu of the 108° maximum allowed, by reducing the size of the garage.

Architect Michael Perry, MP Design & Architecture, Inc., provided additional information regarding the project.

Discussion ensued regarding the same absence of hardship exists, reducing the angle of vision further, the setbacks, they are under the lot coverage, and a condition of approval be added concerning a roof connection between the guest house and the garage.

Motion was made by Council Member Pucillo, and seconded by Council Member Kleid, that variances related to Site Plan Review #11-2014 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, as amended. On roll call, the motion carried 3-1, with Council President Wildrick absent, and Council Member Townsend dissenting.

Motion was made by Council Member Pucillo, and seconded by Council Member Kleid, that Site Plan Review #11-2014 be approved based upon the finding that the approval of the site plan will not adversely affect the public interest and that the Council certifies that the specific zoning requirements governing the individual use have been met and that satisfactory provision and arrangement has been made

concerning Section 134-329, items 1 through 11, subject to the condition that there is a roof connection between the guest house and garage. On roll call, the motion carried 3-1, with Council President Wildrick absent, and Council Member Townsend dissenting.

d. SITE PLAN REVIEW #12-2014 WITH SPECIAL EXCEPTIONS AND VARIANCES The application of Gregory S. Kino, Esq., 160 Royal Palm, LLC; relative to property commonly known as 160 Royal Palm Way; described as Being all of Lots 31, 32 and 33, Block F, ROYAL PARK ADDITION to the Town of Palm Beach, Florida, according to the plat thereof as recorded in Plat Book 4, Page 1, Public Records of Palm Beach County, Florida; located in the C-B Zoning District. The following approvals are requested:

1. The Applicant is requesting a modification of the site plan which requires approval from the Town Council. The following is a list of the proposed changes to the approved hotel plan:

   a. Reintroduction of a rectangular shaped pool (26 x 48) previously approved by the Town Council from curvilinear design decision by prior owner.

   b. Addition of a 75 square foot men's restroom on the pool deck and reduction of previously approved employee pool service building by 75 square feet to provide for women's pool restroom.

   c. Relocation of 573 square feet of interior Function Room restrooms to Function Room exterior west elevation to serve the Function Room and elimination of water wall.

   d. Reduction of pool cabanas from four to three and their relocation from the west to the south wall in pool area.

   e. Redesign of pool deck and abutting Function Room court area with landscape, hardscape, and planters.

   f. Reintroduction of private spa deck on Function Room roof (with addition of balustrade parapet) previously approved sundeck by the Town Council but relocated by prior owner.

   g. Addition of enclosed elevator and two stairways to

proposed Function Room private spa roof deck as required by Building Code.

h. Addition of 1,483 square foot for finishing kitchen, "green room," and speaker area on the east side of the previously approved Function Room (no change in approved seats for Function Room).

i. Reintroduction of an awning to connect main hotel and Function Room previously approved by the Town Council but eliminated by prior owner.

j. Addition of awnings over existing room balconies on north elevation, second floor, and interior east pool courtyard elevation, 3rd floor.

k. Redesign of main lobby/dining area on first floor (no additional seats).

l. Redesign of second floor dining area and restrooms with 39 additional dining seats proposed to be relocated to third floor deck pursuant to special exception request.

m. Conversion of one-third floor hotel unit located next to the second floor dining area to a private dining room (no additional seats – relocation of 12 previously approved seats from second floor dining area).

n. Enclosure of a stairway and relocation and enclosure of a stairway, both previously approved, to third floor deck.

o. Addition of enclosed passenger elevator and enclosure of previously approved service elevator to third floor deck.

p. Addition of 80 square foot enclosed storage room to be attached to proposed stairway enclosure and bar/beverage station with 410 square feet of decorative, open trellis on third floor deck.

q. Addition of 1,132 square feet to and 39 dining seats on third floor deck (to total of 66 outdoor seats previously approved for second floor north and

south dining terraces and pool dining area).

r. Design change to front door (north), west restaurant and east egress doors.

s. Enclosure of first through third level exterior access corridors on most eastern elevation, above garage entrance.

t. Addition of second floor wall opening on north elevation for second floor dining service bar to serve north-dining terrace.

u. Addition of awning over doors and dining area on north dining terrace.

v. Change of building color to custom pink hue.

w. Redesign and reduction of basement main kitchen by 100 square feet.

x. Modify the previously approved 7,964 square foot spa/salon/fitness area in basement level to add 1,006 square feet for a total of 8,960 square feet which requires a 10 parking space reduction in the basement.

y. Add a 6,719 square foot Premier Guest Service Area in the basement level to be utilized by hotel guests, which requires a 2 parking space reduction in the basement.

z. Addition of 3,804 square feet of back of house space to basement level and change of such uses for hotel administrative offices on the west side of the basement level, kitchen coolers/freezers, employee break room, restrooms and housekeeping and relocation of laundry/linen to east side of basement level, which requires a 4 parking space reduction in the basement.

2. Request special exception approval for modifications to approved condominium hotel and expansion/modification of hotel accessory uses, including addition of 1,006 square feet of basement level spa/salon/fitness area and 6,719 square feet of hotel lounge, business center, guest

recreation and services area ("Premier Guest Service Area") to primarily serve hotel guests; addition of 3,804 square feet for back of house support services in the basement level and change of such uses to administrative offices, employee break room, restrooms, housekeeping, and kitchen coolers/freezers; addition of 75 square feet for pool deck restrooms; addition of 573 square feet for exterior Function Room bathrooms; change of use to pool deck and adjacent Function Room courtyard area to allow for pre-function events; redesign and reduction of main kitchen by 100 square feet; addition of 1,483 square feet for Function Room finishing kitchen, "green room" and speaker area; reintroduction of previously approved function room sundeck to private spa deck on roof; addition of 39 dining seats to interior second floor restaurant and relocation of those seats to the previously approved third floor deck; and conversion of one hotel room to a private dining room and relocation of 12 previously approved second floor interior restaurant dining room seats to such room.

3. Request special exception approval to permit outdoor dining with a maximum of 39 seats on the previously approved third floor deck and addition of three bar/beverage stations customarily associated with a hotel use: one on the third floor deck, one to serve the second floor north dining terrace and one portable station for the Function Room courtyard area for pre-function events (total approved outside seating in other areas is 66 seats). Total outdoor seating proposed to be 105 seats.

The following variances are being requested in order to construct the proposed project:

1. A variance request to permit construction of an addition to the basement level (for area not below existing building footprint) to allow for back of house space, expanded spa and Premier Guest Service Area which increases lot coverage to 71%, in lieu of the 66.4% existing and the 50% maximum lot coverage allowed by Code.
2. A variance request to allow a basement addition to extend further outside the confines of the existing building footprint which is not permitted by code.
3. A variance request to allow a landscaped open space of 12.2% in lieu of the 12.7% existing and the

30% minimum required by the Code.

4. A variance request for a front yard setback of 7.66 feet in lieu of the 29.54-foot minimum front yard setback required to install a retractable awning which covers the second floor doors and the previously approved outdoor seating area on the north-dining terrace.

5. A variance request for a 10-foot rear yard setback in lieu of the 15 feet required to relocate previously approved pool cabanas.

6. A variance request for a 10-foot rear yard setback in lieu of the 15-foot minimum required for the location of a men's restroom to service the pool area.

7. A variance request for a 10 foot rear yard setback in lieu of the 15 foot minimum required to construct an addition to the east side of the previously approved Function Room.

8. A variance request for the non-conforming hotel to not provide an additional required loading space for commercial deliveries based on the additional accessory commercial square footage of 7,864 proposed for the hotel.

9. A variance request to allow changes to the use of the 1,881 square foot third floor deck as Town Code provides for a two story limitation. The prior variance limited the use of the third floor deck to a private spa deck and there is a proposed change of use associated with that variance to allow for the addition of 39 outdoor dining seats, a bar/beverage station customarily associated with hotel uses (with 410 square feet of decorative, open trellis), 80 square foot enclosed storage room and 1,132 square foot expansion of deck area.

10. A variance request for height and overall height to allow a 410 square foot open trellis on the third floor deck associated with the proposed outdoor dining area. The variance request is for the height of the trellis on the third floor to be 41 feet high in lieu of the 25-foot maximum allowed which is 16 feet over the maximum building height of 25 feet and the maximum overall height of 41 feet in lieu of the 30-foot maximum allowed.

11. A variance request of 68 off-street parking spaces for the proposed addition of the finishing kitchen, “green room” and speaker area for the Function

Room, the increase in spa square footage, the loss of parking spaces resulting from the addition of the Function Room addition, the additional back of house space to serve the hotel, the additional 39 dining seats and the Premium Guest Services Area located in the basement level. [Attorney: Gregory S. Kino]
[Architectural Commission Recommendation: Implementation of the proposed variances related to the architecture will not cause negative architectural impacts to the subject property. Carried 6-1]
John S. Page, Director of Planning, Zoning, and Building

The following ex-parte communications were declared: Council President Pro Tem Diamond and Council Members Kleid, Pucillo, and Townsend received e-mails, spoke with the new owner, and Attorney Kino, who advocated the position of his client.

Discussion ensued regarding ongoing litigation with the previous property owner, approvals by Council today could be contrary in the lawsuit, a waiver provided by the applicant and mortgage holder to not use anything discussed or approved today against the Town, the possibility of a damages suit, the owner can have fines mitigated through the Code Enforcement Board, and today's approvals can be conditioned upon applicant obtaining a waiver from the mortgage holder.

Town Attorney Randolph discussed litigation matters and read a portion of the Declaration of Use Agreement.

(Clerk's Note: Council President Pro Tem Diamond passed the gavel to Council Member Kleid to make the following motion.)

Motion was made by Council President Pro Tem Diamond, and seconded by Council Member Townsend, to defer Site Plan Review #12-2014 with Special Exceptions and Variances until there is a full Council present. On roll call, the motion failed 1-3, with Council Members Kleid, Pucillo, and Townsend dissenting, and Council President Wildrick absent.

Discussion continued regarding the applicant waiving the fact that there was not a full Council present today, and will not use it against the Town.

Gordon Campbell Gray, principal of Campbell Gray Hotels, spoke regarding his vision for the hotel, and expressed concern about having any major issues with the Town.

Attorney Kino, on behalf of 160 Royal Palm, LLC, provided an overview of the applicant's request.

Inge Moore, HBA Design, London, provided additional information regarding the project.

Architect Rafael Rodriguez provided additional information regarding the project.

Bob Moore, 318 Bunker Ranch Road, West Palm Beach, spoke regarding the grandfathered, earlier requirement that the bank parking lot have a 25' landscape buffer, which exists today.

Zoning Administrator Castro provided Staff's comments.

Discussion continued regarding noise from the cooling tower, major parking issues, Americans With Disabilities Act (ADA) parking, potable water/sewer concurrency, open building permits to complete project, work inspected by private provider, contractor overseen by resident inspector that is no longer on the job, job was stopped by Staff due to unapproved changes taking place.

Ann Vanneck, 217 West Indies Drive, ARCOM Vice Chair, spoke regarding the function house on large lot impacting neighbor to east, a spa deck, outside stairs that were previously non-existent, a tall elevator feature, courtyard green space on concrete, and relocation of pool equipment room.

Zoning Administrator Castro stated that the courtyard green space would now be a courtyard deck for outside events, which would be entered into the Declaration of Use Agreement.

Jorge Sanchez, 239 Southland Road, spoke regarding his objections in 2007, meetings with previous owners, items built and trees removed without approval, and parking problems.

Attorney Hanlon, on behalf of Tim and Gayle Devries, 141 Brazilian Avenue, spoke in opposition to the addition of a rooftop bar, change of the passive grassy area by the pool, and Town Council's protection of the residents.

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

William Cooley, 171 El Pueblo Way, spoke regarding hardships, adherence to the ordinances, permitting of plans, and in opposition to the addition of another story to the building.

Leslie Evans, 135 Seminole Avenue, spoke regarding the decrease in the number of rooms, the need for the completion of the project, and the building of a first class hotel by Mr. Gray.

Attorney Kino responded to the concerns of the public and Town Council.

Mr. Gray spoke regarding working with Mr. Sanchez, and the ability to move forward with the project.

Discussion ensued regarding deferral of the item to next month, variances requiring restrictions, hardship requirements, parking issues, concern that the parking issues were not resolved with Staff before coming to Town Council, the applicant providing a superior product, and entering into negotiations with the applicant.

Attorney Kino stated that the spa deck could be changed back to the way it was supposed to be, removing it from the application. The removal of the spa will add parking spaces, eliminating the need for a parking and/or commercial loading zone

variance.

Town Attorney Randolph reminded the applicant to bring their waivers to the meeting.

Motion was made by Council Member Kleid, and seconded by Council Member Pucillo, that Site Plan Review #12-2014 be deferred to October 13, 2014, Special Town Council meeting. On roll call, the motion carried 4-0, with Council President Wildrick absent.

(Clerk's Note: At 1:57 p.m., the Town Council recessed for lunch; at 3:00 p.m. the Town Council reconvened the meeting.)

e. SPECIAL EXCEPTION #16-2014 The application of Palm Beach Performing Arts Center; relative to property commonly known as 150 Royal Poinciana Plaza; described as Lengthy legal description on file; located in the C-PC Zoning District. The applicant is requesting special exception approval to allow an office use over 2,000 square feet of gross leasable area in the C-PC Zoning District in a space that was previously retail. The space is 2,720 gross leasable square feet. [Attorney: Maura Ziska]
John S. Page, Director of Planning, Zoning and Building

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

Pamela Stark Thomas, on behalf of the National Arts Institute, Inc., provided a brief statement of activities concerning the Performing Arts Center.

Attorney Ziska, on behalf of Palm Beach Performing Arts Center, provided an overview of the applicant's request.

Zoning Administrator Castro provided Staff's comments.

Discussion ensued regarding fundraising, pledges, the need for the office space, a month-to-month lease, an updated power of attorney from Mr. Spiegel, a provision for an affidavit, and the special use change from office to retail space.

Responding to Town Attorney Randolph, Attorney Ziska responded that they would provide an affidavit to that effect.

Motion was made by Council Member Pucillo, and seconded by Council Member Kleid, that Special Exception #16-2014 shall be granted based upon the finding that

such grant will not adversely affect the public interest and that the applicable criteria set forth in Section 134-229 of the Town Code have been met, subject to conditions that the special exception applies to this applicant only, and the submission of the customary affidavit with no further development rights. On roll call, the motion carried 4-0, with Council President Wildrick absent.

f. VARIANCE #40-2014 The application of Paul and Lynda Murry; relative to property commonly known as 100 Regents Park Road; described as Lot 1, REGENTS PARK, according to the plat thereof, recorded in Plat Book 25, Page 215 of the Public Records of Palm Beach County, Florida; located in the R-AA Zoning District. Request a variance to increase the height of an existing wooden fence that would require the following variances: a height of 7.66 feet in lieu of the 6 foot maximum allowed in the street side yard; and, a height ranging from 7.92 feet to 10 feet in lieu of the 7 foot maximum allowed in the rear yard. [Attorney: Maura Ziska]
John S. Page, Director of Planning, Zoning and Building

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

Attorney Ziska, on behalf of Paul and Lynda Murry, provided an overview of the applicants' request.

Zoning Administrator Castro provided Staff's comments.

Motion was made by Council Member Pucillo, and seconded by Council Member Townsend, that Variance #40-2014 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 4-0, with Council President Wildrick absent.

g. VARIANCE #41-2014 The application of Barrett Welles Property Group, LLC (John Pickett, Manager); relative to property commonly known as 223 Sunset Avenue, Suite 100; described as Lot 184 through 189, inclusive, Floral Park according to the plat thereof on file in the Office of the Clerk of the Circuit Court in and for Palm Beach County, Florida in Plat Book 2, Page 6; located in the C-TS Zoning District. Request for a variance to have a 1,925 square foot of gross leasable area for a real estate office on the first floor of a building located in the C-TS zoning district where office use is only allowed on the second floor if it doesn't meet the special exception criteria that would allow an office on the first

floor. [Attorney: Maura Ziska]
John S. Page, Director of Planning, Zoning and Building

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

Attorney Ziska, on behalf of Barrett Welles Property Group, LLC, provided an overview of the applicant's request.

Zoning Administrator Castro provided Staff's comments.

Motion was made by Council Member Kleid, and seconded by Council Member Pucillo, that Variance #41-2014 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 4-0, with Council President Wildrick absent.

h. VARIANCE #43-2014 The application of Jungle Road, LLC (H. William Perry, Manager); relative to property commonly known as 120 Jungle Road; described as Lengthy legal description on file; located in the R-A Zoning District. The Applicant is proposing to enclose a third floor balcony off the existing tower on the residence. The following variances are being requested: a building height plane setback of 51.3 feet in lieu of the 66.5 required building height plane setback for the tower element; and, a tower element to be 4.4% of the gross floor area of the residence in lieu of the 3.1% existing and the 1% maximum allowed in the R-A Zoning District. [Attorney: Maura Ziska]
[Architectural Commission Recommendation: Deferred to the September 19, 2014, meeting]
Request for Deferral to the October 15, 2014, Town Council Meeting, Per Letter Dated August 29, 2014, from Maura A. Ziska.
John S. Page, Director of Planning, Zoning and Building

This item was deferred to the October 15, 2014, Town Council meeting.

i. (a) VARIANCE #44-2014 The application of Bricktop's Palm Beach (Joe Ledbetter, Owner); relative to property commonly known as 375 South County Road; described as Lengthy legal description on file; located in the C-TS Zoning District. Request for a variance of twenty- two (22) off street parking spaces required for sixty-six (66) of the approved one hundred fifty seats in the restaurant. The applicant is required, as part of a special exception approval of all previous restaurants, to provide twenty-

two (22) off street parking spaces with the Apollo parking lot. The applicant is requesting to eliminate that requirement. [Attorney: Maura Ziska]

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

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

Zoning Administrator Castro provided Staff's comments.

Discussion ensued regarding the use of the garage parking, parking on the 100 block of Peruvian Avenue, permit and hourly parking, and establishing a balance between commercial and residential parking.

Tom Brunnberg, BrickTop's Manager, stated that the employees are allowed to park in the garage during the summer, and that BrickTop's has a signed lease that states they have parking rights to the garage.

Discussion continued regarding issues with approvals with unenforceable conditions on special exceptions and site plan reviews, reductions in parking spaces that result in reductions in restaurant seating, and the problematic lease for use of the garage.

Motion was made by Council Member Pucillo, and seconded by Council Member Townsend, that Variance #44-2014 be deferred to the October 15, 2014, Town Council meeting. On roll call, the motion carried 4-0, with Council President Wildrick absent.

(b) BrickTop's Restaurant Operations: Six Month Review, Special Exception #21-2012, 375 South County Road
Deferred from the June 11, 2014, Town Council Meeting
John S. Page, Director of Planning, Zoning and Building

Motion was made by Council Member Pucillo, and seconded by Council Member Townsend, to defer the Six Month Review of BrickTop's Restaurant Operations to the October 15, 2014, Town Council meeting. On roll call, the motion carried 4-0, with Council President Wildrick absent.

j. VARIANCE #45-2014 The application of Joel and Darcie Kassewitz; relative to property commonly known as 854 South

County Road; described as Lengthy legal description on file; located in the R-A Zoning District. Request for a variance to construct a 16 square foot one story addition to connect the kitchen to the garage with a proposed side yard setback of 26 feet in lieu of the 30 foot minimum setback required for a lot over 60,000 square feet in the R-A Zoning District. [Attorney: Maura Ziska]
John S. Page, Director of Planning, Zoning and Building

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

Attorney Ziska, on behalf of Joel and Darcie Kassewitz; provided an overview of the applicants' request.

Attorney Richard Cartlidge, on behalf of Mr. and Mrs. Donnelley, the neighbor immediately to the south, requested that no other variances prevent access to their garage, and spoke regarding permits for maintaining the right-of-way had not been obtained.

Discussion ensued regarding use of the alleyway, the fact that the right-of-way is a dedicated public road for the citizens, if the right-of-way is blocked without obtaining a permit, tickets will be issued.

Zoning Administrator Castro provided Staff's comments.

Motion was made by Council Member Kleid, and seconded by Council Member Pucillo, that Variance #45-2014 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 right-of-way permits are required if blocking the road. On roll call, the motion carried 4-0, with Council President Wildrick absent.

k. VARIANCE #46-2014 The application of Temple Emanu-El of Palm Beach (Anthony Lampert, President); relative to property commonly known as 190 North County Road; described as Lengthy legal description on file; located in the C-TS Zoning District. Variances are requested to: place an institutional sign on the north elevation of the Temple above the first floor elevation which is not permitted by code. The sign is 12 feet 8 inches above grade; to place an institutional sign on the east elevation of the Temple above the first floor elevation which is not permitted by code. The sign is 15 feet above grade; and, to place an institutional sign on the south elevation of the Temple above the first floor

elevation which is not permitted by code. The sign is 15 feet above grade. [Attorney: Ronald Schram]
John S. Page, Director of Planning, Zoning and Building

The following ex-parte communications were declared: Council President Pro Tem Diamond spoke with both the proponents and opponents of the project.

Town Attorney Randolph advised Attorney Schram that two envelopes came back as insufficient postage that were required to notify adjoining property owners.

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

Attorney Schram, on behalf of Temple Emanu-El of Palm Beach; provided an overview of the applicant's request.

Zoning Administrator Castro provided Staff's comments.

Sophia Burnichon, 231 Seminole Avenue, on behalf of her neighbors, spoke in favor of placement of a sign on the south and east side of the Temple, and in opposition to placement of a sign on the north side of the Temple.

Joanne Warshaver, 223 Seminole Avenue, spoke regarding not receiving notice regarding the signage, removing the "no trespassing" signs from the Temple, and her agreement to placement of one sign on each side of the Temple.

Robert Sheff, 219 Seminole Avenue, spoke regarding the cumulative size of the signs.

Discussion ensued regarding the cumulative size of the signage, the Temple having both commercial and residential zoning sign regulations, voting on the signage for the commercial zoning sides of the building, deferral of the whole variance as the work is being done all at one time, and Staff needs more time to provide a meaningful recommendation to the Council.

Town Attorney Randolph stated that any building located in a residential zoning district, the residential zoning regulations would apply to the whole building.

Motion was made by Council Member Pucillo, and seconded by Council Member Kleid, that Variance #46-2014 be deferred to October 15, 2014, Town Council meeting. On roll call, the motion carried 4-0, with Council President Wildrick

absent.

(Clerk's Note: At 4:28 p.m., the Town Council recessed; at 4:45 p.m. the Town Council reconvened the meeting.)

Attorney Schram withdrew his request for signage on Seminole Avenue in the residential zoning district, and requested only two new signs in the commercial zoning district on County Road and Oleander Avenue.

Motion was made by Council Member Pucillo, and seconded by Council Member Kleid, that Variance #46-2014 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, as amended above. On roll call, the motion carried 4-0, with Council President Wildrick absent.

IX. <u>ORDINANCES</u> – None

X. <u>ANY OTHER MATTERS</u>

The following items were added to the Agenda:

A. Consideration of an additional $50,000 allocation to the Landmarks Preservation Program Budget was added to the beginning of the Agenda.

Town Manager Elwell stated that the funds would be appropriated today from the General Fund Contingency in the current year's budget and will be rolled into FY2015 on October 1, 2014.

Discussion ensued regarding landmarking two commercial properties on Royal Poinciana Way instead of homes, concerns about zoning by landmarking, and payment of $50,000 to the landmark consultants for additional review of 10 properties and creation of a Historic District area.

Motion was made by Council Member Townsend, and seconded by Council Member Pucillo, to approve allocation of an additional $50,000 to Landmarks Preservation program from General Fund Contingency. On roll call, the motion carried 4-0, with Council President Wildrick absent.

B. Update on 105 Clarendon Avenue.

Director of Planning, Zoning, and Building Page provided an update on 105 Clarendon Avenue.

Discussion ensued regarding the Florida State Statutes' allowance of private providers for building inspections with the Town's point of authority over a

private provider, allowance to audit the process, Staff's development of creating a proof procedure to prevent this situation from occurring again, and increasing the frequency and intensity of the Town's oversight of private providers.

XI. ADJOURNMENT

There being no further business, the September 10, 2014, regular Town Council meeting was adjourned at 4:48 p.m.

APPROVED:

_____
William J. Diamond
Town Council President Pro Tem

ATTEST:

_____
Susan A. Owens, MPA, MMC
Town Clerk

_____
Date

TOWN OF PALM BEACH

Town Council Meeting on: October 14, 2014

Section of Agenda

Minutes

Agenda Title

MINUTES: SEPTEMBER 17, 2014

Approval of the Minutes of the Special Town Council Meeting-Second Budget Hearing.

Presenter

Susan A. Owens, Town Clerk

Supporting Documents

- **Minutes of the Special Town Council Meeting Held on September 17, 2014**

MINUTES OF THE SPECIAL TOWN COUNCIL MEETING
HELD ON WEDNESDAY, SEPTEMBER 17, 2014

I. CALL TO ORDER AND ROLL CALL

The Special Town Council meeting was called to order on Wednesday, September 17, 2014, at 5:01 p.m., in the Town Council Chambers. On roll call, all of the elected officials were found to be present, with the exception of Council President Wildrick and Council Member Pucillo. Council President Pro Tem Diamond assumed the position of Council President for these proceedings.

II. PLEDGE OF ALLEGIANCE

Council President Pro Tem Diamond led the Pledge of Allegiance.

III. APPROVAL OF AGENDA

The following changes were made to the Agenda:

ADDED: Item No. V., Jason Weeks versus the Town of Palm Beach Litigation, was added to the Agenda and placed under Any Other Matters as Item No. V.A.

ADDED: Item No. V., Mayor's Item, was added to the Agenda and placed under Any Other Matters as Item No. V.B.

Motion was made by Council Member Kleid, and seconded by Council Member Townsend, to approve the Agenda, as amended above. On roll call, the motion carried 3-0, with Council President Wildrick and Council Member Pucillo absent.

IV. PUBLIC HEARING ON FINAL MILLAGE RATE AND FY15 BUDGET

A. Proof of Publication

Town Clerk Owens confirmed that the Town had received the proof of publication notice for this meeting.

B. Announcement of Proposed Operating Millage Rate

Council President Pro Tem Diamond read into the record the required legal verbiage.

C. Reasons for Proposed Operating Millage Rate Increase from the Rolled-Back Millage Rate

Town Manager Elwell read into the record the required legal verbiage.

D. Comments and Questions from Public

E. RESOLUTION NO. 152-2014 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Adopting the Final Millage Rate and Levying Ad Valorem Taxes for the Fiscal Year Beginning October 1, 2014, and Ending September 30, 2015; Setting Forth Certain Information Regarding the Rolled-Back Millage Rate; Directing the Town Manager or the Finance Director to Adjust the Adopted Millage Rate in the Event of Changes in the Assessment Roll and Taxable Value; Providing an Effective Date.

Motion was made by Council Member Kleid, and seconded by Council Member Townsend, to approve Resolution No. 152-2014. On roll call, the motion carried 3-0, with Council President Wildrick and Council Member Pucillo absent.

F. RESOLUTION NO. 153-2014 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Adopting a Final Budget and Appropriating Funds for the Fiscal Year Beginning October 1, 2014, and Ending September 30, 2015; Providing for an Effective Date.

Motion was made by Council Member Kleid, and seconded by Council Member Townsend, to approve Resolution No. 153-2014. On roll call, the motion carried 3-0, with Council President Wildrick and Council Member Pucillo absent.

V. ANY OTHER MATTERS

A. Jason Weeks versus the Town of Palm Beach Litigation

Town Manager Elwell stated that the Town's proposal of settlement was accepted by Jason Weeks. He said that the total amount to be paid would be $300,000, by the insurance company who provides the insurance coverage for the Town for this type of claim. That is the total amount to be paid related to any and all potential claims made or could have been made in the matter, as well as, any attorney's fees. He read a statement into the record stating the Town's position that was provided to the Palm Beach Daily News.

Discussion ensued regarding the Town having a strong case and should go to trial, and the settlement being a good business decision versus going to trial.

Motion was made by Council Member Townsend, and seconded by Council President Pro Tem Diamond, to accept Staff's recommendation to settle with Jason Weeks in the amount of $300,000. On roll call, the motion carried 2-1, with Council President Wildrick and Council Member Pucillo absent, and Council Member Kleid dissenting.

B. Mayor's Item

Mayor Coniglio thanked the Town Council for the allocation an additional $50,000 for the Landmarks Preservation program.

Mayor Coniglio requested $2,500 from the General Contingency Fund for holiday decorations for the Bradley Park tree.

Motion was made by Council Member Kleid, and seconded by Council Member Townsend, to approve allocation of $2,500 out of the General Contingency Fund for the purchase, installation, and removal of a decorated holiday tree for Bradley Park. On roll call, the motion carried 3-0, with Council President Wildrick and Council Member Pucillo absent.

VI. ADJOURNMENT

There being no further business, the September 17, 2014, Special Town Council meeting was adjourned at 5:16 p.m.

APPROVED:

_____
William J. Diamond
Town Council President Pro Tem

ATTEST:

_____
Susan A. Owens, MPA, MMC
Town Clerk

_____
Date

TOWN OF PALM BEACH

Town Council Meeting on: October 14, 2014

Section of Agenda

Minutes

Agenda Title

Approval of Major Matters Considered by the Architectural Commission at its Meeting of September 19, 2014.

Presenter

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

Supporting Documents

- **Memorandum dated Sptember 26, 2014, from John S. Page, Director of Planning, Zoning and Building**
- **Mnutes of the Architectural Commission Meeting of September 19, 2014**

TOWN OF PALM BEACH

Information for Town Council Meeting on: October 14, 2014

To: Mayor and Town Council

Via: Peter B. Elwell, Town Manager

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

Re: Approval of the Architectural Commission Meeting Minutes of September 19, 2014

Date: September 26, 2014

STAFF RECOMMENDATION

Staff recommends that the Town Council approve the major items that were approved by ARCOM at the regularly scheduled meeting of September 19, 2014.

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 September 19, 2014.

GENERAL INFORMATION

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

Attachment

JSP:cmd

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

FRIDAY, SEPTEMBER 19, 2014, 9:00 a.m.

Please be advised that in keeping with a recent directive from the Town Council, the minutes of all Town Boards and Commissions will be "abbreviated" in style. Persons interested in listening to the meeting, after the fact, may access the audio of that item via the Town's website at www.townofpalmbeach.com or may obtain an audio recording of the meeting by contacting Cindy Delp, Secretary to the Architectural Commission at (561) 227-6408. As a point of reference, you will find the recording times listed on these minutes at the beginning of each item.

I. CALL TO ORDER: (09:00:13 a.m.)

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

II. ROLL CALL: (09:00:20 a.m.)

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

Let the record show that Mr. Ives and Ms. Grace served as voting members for this meeting. Let the record also show that a court reporter, Louanne Rawls, was present for Attorney Frank Lynch for the Testa project, B-108-2014.

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

III. PLEDGE OF ALLEGIANCE: (09:01:12 a.m.)

IV. APPROVAL OF THE MINUTES FROM THE AUGUST 27, 2014 MEETING: (09:01:17 a.m.)

MOTION BY MR. IVES FOR APPROVAL OF THE MINUTES.
MOTION SECONDED BY MR. KARAKUL.
MOTION CARRIED UNANIMOUSLY.

V. APPROVAL OF THE AGENDA:

MOTION BY MRS. VANNECK TO CHANGE THE ORDER OF THE AGENDA SO THAT THE TESTA PROJECT (B-108-2014) IS HEARD LAST, AND TO DEFER THE PROJECT FOR 1520 SOUTH OCEAN BOULEVARD (A-048-2014) TO THE OCTOBER MEETING.
MOTION SECONDED BY MR. KARAKUL.
MOTION CARRIED UNANIMOUSLY.

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

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

VII. OTHER BUSINESS: None

VIII. PROJECT REVIEW: (09:02:22 a.m.)

A. **MAJOR PROJECTS-OLD BUSINESS:** (09:02:25 a.m.)

B - 027 - 2014 New Residence
Address: 266 Fairview Road
Applicant: William and Judith Cooley
Architect: Eugene Pandula, The Pandula Architects
Project Description: Construction of a new single family residence with landscape and hardscape approval requested. Two-story; Building Color-Beige; Roof-Tan Cement Tile; Trim-White

At the March meeting, the project was heard, and a motion carried to defer the project to the April meeting for further study. At the April meeting, the project was not heard and was deferred to the May meeting at the applicant's request. At the May meeting, a motion carried for approval, as presented, with the caveat that further detailing and landscaping are to return to the commission for approval. At the June meeting, a motion carried for approval as presented and defer the landscape to the July meeting. At the July meeting, a motion carried to defer the landscape to the September meeting at the request of the applicant. A second motion carried to approve the architecture as presented with the comments made by Mr. Gruss, Mr. Vila and Mr. Knowles regarding the railing throughout the property.

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

ARCHITECT PRESENT: Eugene Pandula, The Pandula Architects
LANDSCAPE ARCHITECT: Fernando Wong, Fernando Wong Outdoor Living Design

Mr. Pandula noted that the architectural elements of the project were fully approved as of the July meeting. He introduced Mr. Wong to present the landscape/hardscape elements in accordance with the submitted plans. Design elements include: 12-14 ft. Callophyllum on both sides for screening; flowering trees; Fishtail Palms at the back of the pool and on the west at the outdoor patio; Areca Palms; Podocarpus at the front corners of the property and at the roof line; Purple Glory trees to enhance the architecture; small leaf Clusia; Ficus Green Island; and, vine on the trellis at the garage, and other landscape material as presented.

Commission Comments: You need to screen the garage doors to minimize them; try to decrease the direct view into this front loading garage; driveway width is too wide at 20 ft.; you have not mitigated the effect of the second story at this house for the neighbors; where are the other

landscape elevations?; all landscape elevations are required; the rigid bilateral symmetry to the landscape does not work well here; it would benefit from trees strategically placed to soften and disguise the large garage entrance; and, when you remove the two palm trees, there is still too much house…too massive…mitigate with landscaping.

MOTION BY MRS. VANNECK FOR DEFERRAL TO NEXT MONTH WITH OUR COMMENTS AND GET ALL FOUR SIDES OF THE LANDSCAPING IN ELEVATION WHICH IS WHAT IS REQUIRED.
MOTION SECONDED BY MR. GARRISON.
MOTION CARRIED UNANIMOUSLY.

B - 090 - 2014 New Residence
ARCOM TO MAKE RECOMMENDATION RELATIVE TO VARIANCE(S)
Address: 160 Seaview Avenue
Applicant: Coral Beach Corporation
Architect: Ralph Cantin AIA
Project Description: New 2-story residence with white exterior stucco, white flat concrete roof tiles, dark grey windows and doors, with final landscape and hardscape.

At the July meeting, a motion carried to defer (to the August meeting) to re-study the design, siting, massing and landscaping, and look to Classic architects in the town, like Shoumate and Major, and Major Alley came to mind, and even what Mr. Sammons did with a house on Clarke Avenue a few years ago. At the August meeting, a motion carried to defer (to September) for re-study.

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

ARCHITECTURAL PRESENTATION BY: Ralph Cantin and Joe Brennan
LANDSCAPE PRESENTATION BY: John Lang, Lang Design Group
ATTORNEY PRESENT: Frank Lynch

Mr. Cantin presented revised plans pursuant to the comments made at the last meeting. Changes include: Moved the gym to the second floor thereby decreasing the footprint by 250 sq. ft.; new staircase up to second floor; and, several fenestration changes. Joe Brennan discussed the details of the window profile at the coquina stone surround, and the roof.

Commission Comments: It is working in a much stronger way…nice to see how it can unfold; the material choices work; compliment you for changes from last month to this month…it's not even the same house…the detailing is what makes this a great house; still have a problem with the house…way too dissimilar to the surrounding neighborhood in style and mass; our Sea streets are very special to this town…they are special because they are charming; this house is not charming; this house is in the wrong location; perhaps more landscaping could mitigate it; there is a way for a contemporary house to fit in to that street, but I still have reservations; greatly improved and very attractive, but when you look from the street, it is still somewhat massive; and, the grey color and the charcoal window frames…the color choices make it terribly serious.

John Lang presented the revised landscape/hardscape plans in accordance with the submitted plans. Design elements include: Existing large Ficus hedge on south and east sides to remain; 53% green space; greatly decreased massing from the street with landscaping; the only two story

section of the house which is visible is the section at the front door; 30 ft. Royal Palms at pool; new hedge on west side; and, green roof with potted plants.

Commission Comments: Dying for color here…the landscape is terribly serious too…why does the design philosophy preclude color?; the landscape provides the opportunity to do some color; a sophisticated house needs sophisticated landscape with color; the Sea streets area is a warm, neighborly area, but this reinforces the sternness…make it warmer.

Mr. Lindgren read a letter into the record from Joe Mimran, 111 Seaview Avenue, in support of the project.

Attorney Frank Lynch reviewed the variances requested for the project: For building height, overall building height, CCR tied into the point of measurement, and for the flat roofed structure.

MOTION BY MR. GARRISON THAT IMPLEMENTATION OF THE PROPOSED VARIANCES WILL NOT CAUSE NEGATIVE ARCHITECTURAL IMPACTS TO THE SUBJECT PROPERTY.
MOTION SECONDED BY MR. KARAKUL.
MOTION CARRIED 5-2, WITH MRS. VANNECK AND MS. GRACE OPPOSED.

MOTION BY MR. GARRISON TO DEFER THE ARCHITECTURE (THE WALL AND WINDOW COLORS) AND THE LANDSCAPE TO NEXT MONTH TO SEE A SAMPLE OF THE MATERIAL AND MOST IMPORTANTLY, FOR COLOR ADDED TO THE LANDSCAPING. THE APPLICANT WAS ADVISED TO BRING MATERIAL SAMPLES.
MOTION SECONDED BY MR. KNOWLES.
MOTION CARRIED UNANIMOUSLY.

<u>B - 093 - 2014 New Residence</u>
Address: 152 Dolphin Road
Applicant: Dr. Josef Huainigg
Architect: Robert L. Bell/Architect PA
Architect: Michael Johnson
Project Description: New two-story residence in the International Style with landscape and hardscape. Building and Trim Color-White; Roof-single ply flat roof with parapet

At the August meeting, a motion carried to defer to the September meeting for complete re-design and re-study. ***Please be advised that the architect for this project has changed, and a deferral is requested to the November meeting.***

MOTION BY MRS. VANNECK FOR DEFERRAL TO THE NOVEMBER MEETING.
MOTION SECONDED BY MR. KARAKUL.
MOTION CARRIED UNANIMOUSLY.

B - 095 - 2014 Addition
ARCOM TO MAKE RECOMMENDATION RELATIVE TO VARIANCE(S)
Address: 120 Jungle Road
Applicant: Jungle Road LLC
Architect: MP Design & Architecture, Inc.
Project Description: Existing tower terrace consisting of 200 square feet to be enclosed as part of existing tower.

At the August meeting, at the request of the applicant's representatives, a motion carried to defer to the September meeting with the strong suggestion that this does not come back in this form. ***Please be advised that the architect has requested deferral to the October meeting.***

MOTION BY MRS. VANNECK FOR DEFERRAL TO THE OCTOBER MEETING.
MOTION SECONDED BY MR. KARAKUL.
MOTION CARRIED UNANIMOUSLY.

B - 100 - 2014 Additions and Renovations
ARCOM TO MAKE RECOMMENDATION RELATIVE TO VARIANCE(S)
Address: 160 Royal Palm Way
Applicant: 160 Royal Palm, LLC
Architect: RAR Architect, Inc.
Project Description: Additions and renovations to previously approved Palm House Hotel project

At the August meeting, a motion carried that implementation of the proposed variances (related to the architecture) will not cause negative architectural impacts to the subject property. A second motion carried to defer the landscaping to the September meeting, until the front is resolved. A third motion carried to "approve the architecture with what would be the southeast corner where is a proposed spa deck and parapet and elevator...that one section and area to be deferred (to September) and re-studied." ***Please be advised that the applicant's representatives have requested a deferral to the October meeting.***

MOTION BY MRS. VANNECK FOR DEFERRAL TO THE OCTOBER MEETING.
MOTION SECONDED BY MR. KARAKUL.
MOTION CARRIED UNANIMOUSLY.

B. **MAJOR PROJECTS-NEW BUSINESS:** **(09:44:19 a.m.)**
B - 107 - 2014 Time Extension
Address: 212 Coral Lane
Applicant: Parkwood Trust Company (Tony Beyer)
Architect: Smith and Moore Architects Inc./Daniel Kahan
Project Description: A one year extension to a previously approved project. Further described as: A new one-story residence with final landscape, hardscape and pool.

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

ARCHITECTURAL PRESENTATION BY: Daniel Kahan, Smith and Moore Architects

Mr. Kahan stated that the project remains unchanged since the original approval, but product approvals and details are still being worked out. As such, additional time is needed and is requested.

MOTION BY MR. KARAKUL APPROVING A ONE YEAR EXTENSION.
MOTION SECONDED BY MR. IVES.
MOTION CARRIED 6-1, WITH MRS. VANNECK OPPOSED.

B - 108 - 2014 New Mixed Use Condominium/Commercial *
*Note: Project moved to the end of the agenda.

B - 109 - 2014 New Residence
ARCOM TO MAKE RECOMMENDATION RELATIVE TO VARIANCE(S)
Address: 101 Via Marina f/k/a 540 S. Ocean Boulevard
Applicant: 540 South Ocean Boulevard LLC
Architect: Smith and Moore Architects, Inc.
Project Description: New two-story Palladian residence, with partial basement and two-story guest house; Final hardscape and landscape. Building Color-Beige; Trim Color: Buff; Roof-Terra Cotta Flat Clay Tile

Call for disclosure of ex parte communication: Disclosures by Mr. Karakul, Mrs. Vanneck, Mr. Ives and Ms. Grace.

ARCHITECTURAL PRESENTATION BY: Harold Smith and Philip Bruno, Smith and Moore Architects
LANDSCAPE PRESENTATION BY: Keith Williams, Nievera Williams Design
ATTORNEY PRESENT: Greg Young, for the property owner
OTHERS WHO TESTIFIED: William Strawbridge

Let the record show that the applicant presented a model of the proposed new house.

Mr. Smith stated that the demolition has been completed at this site, but the tennis court remains as planned. He explained that they are in the process of a lot split with 61 Middle Road, and will also convey a small piece of land to 530 South Ocean Boulevard, thereby making it a conforming lot as to width. Two variances are requested for the project for point of measurement and building height plane.

Mr. Bruno continued with the presentation in accordance with the submitted plans. Design elements include: Two-story Palladian villa with strong connection and primary axis with the ocean; detached two-story guest house at south part of site; symmetrical facades; 20,800 sq. ft. under air with 26, 734 sq. ft. in total floor area; steps up to front door on south elevation; shallow entry loggia; courtyard off gallery; services contained in the basement; pool between main house and guest house; guest house, tennis pavilion and garage united by pergola and positioned around cloister; materials: cast stone, solid mahogany front door with arched transom, light textured stucco in Benjamin Moore China White, acid washed buff for cast stone, mahogany garage doors, mahogany windows and doors painted white, and single color roof tiles; water table; cast stone surrounds; and, Doric columns.

Attorney Greg Young explained the variances in greater detail.

MOTION BY MR. GARRISON THAT IMPLEMENTATION OF THE PROPOSED VARIANCES WILL NOT CAUSE NEGATIVE ARCHITECTURAL IMPACTS TO THE SUBJECT PROPERTY.
MOTION SECONDED BY MR. IVES.
MOTION CARRIED UNANIMOUSLY.

Commission Comments: Very ambitious project; generally, a good approach to Palladian ideals, but have trouble with the east elevation; double porch overcomplicates it…there is room for improvement there; looking to the left or right of the double porch, the corners are problematic; arches collide with the projection of the porch; problem where arches come together; balconies on either side appear to be out of proportion; corbels are gigantic; prefer stone rather than cast stone; presentation very good; problem at south elevation roof-the main entry and flankers at same level; would like to see hierarchy between the roof masses; simplify the portico; issue with pedimented windows; issue with scalloped corners; review, revise and simplify; there is no access to the kitchen from the garage to bring in supplies; the house requires more formality; arches conflict in the corner; first floor east elevation needs re-study; first floor south elevation-either arches or pediments, not both; great presentation; re: stone vs. cast stone…stone will make a big difference; hope you will not see the tower piece from the street; model and elevations do not match; address the fenestration of the east elevation; on the west facade, the upper porch spoils the specialness of the courtyard; you have to balance the owner's desires with the requirements of the Palladian style; and, (later in the discussion) the balconies are too heavy.

Keith Williams continued with the landscape/hardscape in accordance with the submitted plans. Design elements include: Retain Australian Pine hedge along South Ocean Boulevard, the site wall, and Seagrape hedges on the interior of the property; re-use and relocated existing beautiful trees and add more Coconut Palms and Seagrapes; morning pool engages with east loggia; keep 6 massive Seagrapes; retain feeling of privacy and lush landscape; 2 curb cuts; central motor court; drive through tall landscape archways; bridge; fountain; main pool; spectacular Green Buttonwood tree; cloister with quatrefoil fountain and citrus trees; open pergolas covered in Bougainvillea; property lines heavily landscaped; and, other landscape/hardscape as presented.

Commission Comments: Really well done and appropriate to the property; love the re-use of the existing materials; the scale is complementary; thank you for hiding the garage doors; and, nice tropical solution respecting the Palladian theme, but would like to see more of an Italian feeling there.

William Strawbridge , 223 Atlantic Avenue, complimented Mr. Vila on his comments relative to Palladio and offered his own relative to detailing and massing of a Palladian design.

MOTION BY MRS. VANNECK TO DEFER TO OCTOBER WITH THE INTENT THAT YOU RE-ADDRESS SOME OF THESE DETAILS THAT HAVE BEEN DISCUSSED TODAY.
MOTION SECONDED BY MR. KARAKUL.
MOTION CARRIED UNANIMOUSLY.

Let the record show that there was a short recess from 10:43 a.m. to 10:55 a.m.

B - 110 - 2014 Demolition
Address: 1700 S. Ocean Boulevard
Applicant: Jagbir Singh (Ocean Villa Holdings, LLC)
Architect: Jacqueline Albarran, Architect P.A.
Project Description: Demolition of existing house, pool, patios, and driveway. Existing perimeter landscaping remains. New irrigated lawn as per code.

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

ARCHITECTURAL PRESENTATION BY: Jacqueline Albarran
OTHERS WHO TESTIFIED: Jagbir Singh, property owner, Paul Castro, Zoning Administrator, and Maureen Donnell, neighbor

Mrs. Albarran provided the demolition report for this Clarence Mack designed home built in 1960. This is one of seven Clarence Mack designed homes in the Regency style at Parc Monceau. She explained that the structure is deteriorated with roof damage, cracked floors, and mold issues. All of the perimeter walls and landscaping will remain, except for the palm and shrubs which are close to the house. She noted that her client has removed a deteriorated chainlink fence, but will be happy to replace it with whatever makes the neighbor satisfied. Mrs. Albarran noted that the existing structure is in the setback and is non-conforming. She noted that she and other professionals have opined that demolition is the correct course of action for this particular home, as opposed to the normally preferred restoration/rehabilitation. Mrs. Albarran stated that she feels a great responsibility to design a new house which is completely compatible with the other six houses.

Mr. Lindgren read several letters into the record: (1) Letter dated August 27, 2014 from Mrs. John R. Donnell, 1690 South Ocean Boulevard, strongly objecting to the demolition; (2) letter dated August 27, 2014, from Geoffrey Caraboolad, 300 Parc Monceau, strongly objecting to the project; and (3) letter dated September 19, 2014, from Attorney Charles D. Barnett representing the owner of 124 Parc Monceau wherein he cites no objection to the project.

Mr. Castro offered his comments relative to the discussions that he and Mr. Lindgren had earlier this week with Mrs. Donnell. He explained that Mrs. Donnell's main concern is the proposed demolition of this house since it is obvious that these homes were built as a unified development. She was also upset that the chainlink fence, which she believes is on her property, was removed.

Maureen Donnell, stated that she had previously lived at 300 Parc Monceau for 24 years and more recently at 1690 South Ocean Boulevard. She stated that demolition of any of the Mack homes on Parc Monceau has never been requested until now. Owners have gutted the interiors, but have preserved the facades, and she advocated for the same course of action for 1700 South Ocean Boulevard.

Commission Comments: Are they creating a hardship for themselves by demolishing the house?; has the house been reviewed by a structural engineer?; this house is a "bookend", and would be difficult to re-build; Clarence Mack is an important architect…this house is a piece of a group; it is too bad that this is a situation of neglect; be really careful with what you put back there.

Mr. Page stated that the Town Attorney, Mr. Randolph, has previously advised that unless the house is landmarked or is under consideration for landmarking, an owner is entitled to demolish the property.

Mr. Singh, the property owner, testified that he worked as a professional structural engineer in New Jersey for 20 years. He stated that this property has been ignored and is unfortunately not able to be saved. The safety of workers must be considered. He stated that he likes the architecture of the home, and wants to construct a new home which is as harmonious and compatible with the neighborhood as possible.

Mrs. Vanneck responded to the owner that they have every right to demolish the house, but she urged them to see if the house can be landmarked to allow the house to be re-built in the same footprint.

MOTION BY MRS. VANNECK FOR APPROVAL AS PRESENTED. (WITH THE TYPICAL CAVEATS FOR SODDING AND IRRIGATING WITHIN 30 DAYS.)
MOTION SECONDED BY MR. KARAKUL.
MOTION CARRIED 5-2, WITH MR. IVES AND MR. VILA OPPOSED.

B - 111 - 2014 Demolition
Address: 309 Dunbar Road
Applicant: Elizabeth Sorel
Architect: MP Design & Architecture
Project Description: Demolition of existing residence

Call for disclosure of ex parte communication: No disclosures

ARCHITECTURAL PRESENTATION BY: Caroline Forrest, MP Design & Architecture

Ms. Forrest provided the demolition report for this one story residence built in 1955. All perimeter landscaping on the north, east and west property lines will remain, along with the southernmost Banyan tree, the 3 Foxtail Palms and the Seagrape tree.

MOTION BY MRS. VANNECK FOR APPROVAL AS PRESENTED WITH THE TYPICAL CAVEATS FOR SODDING AND IRRIGATING WITHIN 30 DAYS.
MOTION SECONDED BY MR. GARRISON.
MOTION CARRIED UNANIMOUSLY.

B - 112 - 2014 Renovation and Addition
Address: 180 Barton Avenue
Applicant: 180 Barton, LLC
Architect: SKA Architect + Planner/Patrick W. Segraves, A.I.A.
Project Description: Renovation and addition of existing two-story residence, first floor addition of master bedroom and bathroom, renovation to north and west elevations

Call for disclosure of ex parte communication: No disclosures

ARCHITECTURAL PRESENTATION BY: Patrick W. Segraves, SKA Architect + Planner

Mr. Segraves presented the project in accordance with the submitted plans. Design elements include: Master bedroom and bath addition on west side; fenestration changes; retain existing landscaping, pond, double bridge, and coquina pool and patios; add quoins; add wooden plank

shutters in light charcoal; new awning at master bath; charcoal concrete roof tiles; and, creamy pink for the building color with cream trim.

Commission Comments: Great improvement, except for bay window on east side; and, issue with shutters; and, change the shutter color to match the surrounds.

MOTION BY MRS. VANNECK FOR APPROVAL AS PRESENTED WITH A CHANGE OF THE SHUTTER COLOR.
MOTION SECONDED BY MR. GARRISON.
MOTION CARRIED UNANIMOUSLY.

B - 113 - 2014 Tennis Court
ARCOM TO MAKE RECOMMENDATION RELATIVE TO VARIANCE(S)
Address: 228 Country Club Road
Applicant: Palm Beach Country Club (Steven Bielsky, Mgr.)
Architect: Jeff Blakely, Blakely and Associates
Project Description: Addition of 3rd tennis court next to the two existing tennis courts

Call for disclosure of ex parte communication: No disclosures

LANDSCAPE PRESENTATION BY: Jeff Blakely, Blakely and Associates
ATTORNEY PRESENT: Maura Ziska for the applicant
OTHERS WHO TESTIFIED: Reid Moore, attorney for a neighbor

Ms. Ziska discussed the variances requested for this 3rd tennis court project: for front yard setback, fence height, landscaped open space, and hedge height.

MOTION BY MRS. VANNECK THAT IMPLEMENTATION OF THE PROPOSED VARIANCES WILL NOT CAUSE NEGATIVE ARCHITECTURAL IMPACTS TO THE SUBJECT PROPERTY.
MOTION SECONDED BY MR. GARRISON.
MOTION CARRIED UNANIMOUSLY.

Mr. Blakely presented the project in accordance with the submitted plans for the third tennis court and additional landscaping along Country Club Road to screen the tennis courts.

MOTION BY MRS. VANNECK FOR APPROVAL AS PRESENTED.
MOTION SECONDED BY MR. KARAKUL.

Attorney Reid Moore, representing Leonard G. Rogers, 241 Fairview Road, testified to his client's opposition to the project as an abutting neighbor. Mr. Rogers is quite concerned about the noise produced by the tennis courts. Attorney Moore stated that the applicant already has eight (8) tennis courts, and legally, the applicant fails to meet the burden of showing unique hardship which is necessary to grant the applicant's request. As such, he recommended denial.

Ms. Ziska offered a correction that there are only 2 tennis courts at the Palm Beach Country Club. Other tennis courts in the area serve the Beach Club. She also reminded that hardship cannot be considered by ARCOM, as it can only be properly determined by the Town Council.

Commission Comments: You are improving the Country Club Road view; and, there is ample room in the southwest corner to deafen the noise of the tennis court with additional landscaping.

MOTION AMENDED BY MRS. VANNECK TO INCLUDE A LARGER TREE IN THAT CORNER TO MITIGATE NOISE, AND APPROVE AS PRESENTED.
MOTION SECONDED BY MR. GARRISON.
MOTION CARRIED UNANIMOUSLY.

C. **MINOR PROJECTS - OLD BUSINESS:** **(11:52:41 a.m.)**

A - 039 - 2014 Exterior modifications
Address: 231 Via Las Brisas
Applicant: Mel and Nancy Goodes
Architect: Peter Moor, Moor & Associates, Architects, P.A.
Project Description: Primarily interior renovation of an existing one-story residence that includes replacing the barrel tile roof and windows, painting exterior stucco, adding operable shutters, and updating the eave details. These exterior improvements maintain the existing building footprint with a minimal rearrangement of window openings and a reduction of arbitrary exterior decorative swag to create a simpler, more refined Mediterranean vernacular.

At the July meeting, a motion carried to approve the renovation as presented and come back with detailed landscape plans, (defer landscape and hardscape to the August meeting). At the August meeting, a motion carried for deferral to the September meeting, at the request of the applicant.

Call for disclosure of ex parte communication: No disclosures

ARCHITECTURAL PRESENTATION BY: Peter Moor, Moor & Associates, Architects, P.A.
LANDSCAPE PRESENTATION BY: Warren McCormick

Mr. Moor noted that he has returned, at ARCOM's request, with the landscape portion of the project. He introduced Warren McCormick who presented the project in accordance with the submitted plans. Design elements include: A re-styling of existing vegetation on site; salvage much of the existing landscape, since there is no change to the footprint, including Ficus, a specimen Canary Island Date Palm, a Bismark Palm, and other plants; east and west boundaries already screened with existing 14 ft. Ficus hedge; modify front drive to create a parking space for a caregiver; decrease the pool size; create series of courtyard spaces; private garden off east side which is walled and gated; shell tabby driveway and vehicular spaces; and, Turkish marble for all pedestrian surfaces.

MOTION BY MR. KARAKUL FOR APPROVAL AS PRESENTED.
MOTION SECONDED BY MR. IVES.
MOTION CARRIED UNANIMOUSLY.

A - 042 -2014 Lighting for Sign
Address: 241 Royal Palm Way
Applicant: Frederick J. Keitel III, FJK TEE JAY LTD
Architect: YJ, Inc.
Architect: Glidden Spina
Project Description: Add lighting to exterior sign reading "First Republic Bank Building" - existing sign

At the August meeting, a motion carried to defer (to September) advising the applicant to (1) come with information regarding any other lit signs, and (2) to re-select another light. ***Please be advised that the architect has changed for this project, and the architect has requested a deferral to the October meeting.***

MOTION BY MRS. VANNECK FOR DEFERRAL TO THE OCTOBER MEETING.
MOTION SECONDED BY MR. GARRISON.
MOTION CARRIED UNANIMOUSLY.

A - 045 - 2014 Security Cameras
Address: 202 Worth Avenue
Applicant: Miguel Vargas
Contractor: NAVCO
Project Description: External camera installation for Van Cleef & Arpels (small camera dome)

At the August meeting, a motion carried to defer (to September) for re-study. ***Please be advised that the applicant has requested that the project be withdrawn.***

MOTION BY MRS. VANNECK TO WITHDRAW THE PROJECT.
MOTION SECONDED BY MR. KARAKUL.
MOTION CARRIED UNANIMOUSLY.

Mr. Lindgren explained that he had staff approved very small security cameras for 202 Worth Avenue (A - 045 - 2014) and for 214 Worth Avenue (A - 046 - 2014).

A - 046 - 2014 Security Cameras
Address: 214 Worth Avenue
Applicant: Miguel Vargas
Contractor: NAVCO
Project Description: External camera installation for Cartier Boutique (small camera dome)

At the August meeting, a motion carried to defer (to September) for re-study. ***Please be advised that the applicant has requested that the project be withdrawn.***

MOTION BY MRS. VANNECK TO WITHDRAW THE PROJECT.
MOTION SECONDED BY MR. IVES.
MOTION CARRIED UNANIMOUSLY.

D. **MINOR PROJECTS - NEW BUSINESS: (12:00:45 a.m.)**
A - 047 - 2014 Modifications to Previous Approval
Address: 225 Mockingbird Trail
Applicant: Michael Peacock
Architect: John M. Melhorn, AIA
Project Description: The second story addition to the existing residence and entry lantern were approved in May. This application for modifications to the original submission include: a third bedroom and bath on the second floor at the rear. Additional revisions were made to entry lantern size and stair tower.

Call for disclosure of ex parte communication: No disclosures

ARCHITECTURAL PRESENTATION BY: John M. Melhorn

Mr. Melhorn stated that this project had originally been reviewed and approved by ARCOM at the May meeting. Those changes reduced lot coverage by demolishing a cabana and a front entry. With that loss of square footage, the owner now requests approval of an additional bedroom and bath upstairs, together with additional revisions to the entry lantern size and stair tower.

Commission Comments: There is a lot going on…a lot of roof lines, towers, etc.; refreshing that you are trying to work within the code, rather than requesting multiple variances; loved this house before you started "messing" with it; back in May, the owner knew that they needed another bedroom…this compromises the house totally…we are not obliged to compromise a house when they knew they needed another bedroom…this is not good architecture; way too busy…perhaps the elevation does not do it justice; and, can we not just cancel the tower altogether?... it is an enormous statement and expense for its purpose, and by raising it, you just created an east elevation that…I cannot support it.

MOTION BY MR. KARAKUL FOR DEFERRAL TO THE OCTOBER MEETING.
MOTION SECONDED BY MR. IVES.
MOTION CARRIED UNANIMOUSLY.

A - 048 - 2014 Modifications to Previous Approval
Address: 1520 South Ocean Boulevard
Applicant: Il Sogno PB LLC, a Delaware limited liability company
Architect: Peter Pennoyer Architects
Project Description: To amend ARCOM approvals granted to Application B - 078 - 2013 as follows:

1. Change entry door from glazed bronze to solid wood - dark stained cypress.
2. Add additional copper gutters and leaders
3. Add fixed window at north elevation
4. Revert to breezeway design as originally approved
5. Revise glazed door opening to become window at east and west elevations
6. Revise bronze doors to painted wood at east, south and west elevations
7. Revise loggia roof at west elevation
8. Add awnings to west elevation

Please note that this project was deferred to the October meeting under "Approval of the Agenda".

Let the record show that at 12:15 p.m., the Commission and any members of the public were invited to view the model of the Royal Poinciana area in preparation for the afternoon discussion. Members and others were advised that there could be no conversation while viewing the model. The ARCOM meeting recessed for lunch between 12:30 p.m. and 1:30 p.m. Mr. Garrison did not return to the meeting as he had a conflict. The remaining six members reconvened at 1:32 p.m.

VIII. PROJECT REVIEW: (01:32:00 p.m.)

B - 108 - 2014 New Mixed Use Condominium/Commercial
ARCOM TO MAKE RECOMMENDATION RELATIVE TO VARIANCE(S)
Address: 221 & 231 Royal Poinciana Way, Sunset Avenue, 214 Sunset Avenue, 214 Sunset Avenue, 216 Sunset Avenue
Applicant: T3 Family Investments, LLC
Architect: Dailey Janssen Architects, Roger Janssen
Project Description: Construction of a 120,525 square foot, two (2) story mixed use condominium structure with 100 underground parking spaces, 26,204 square feet of commercial space on the first floor and six (6) residential units on the second floor totaling 36,179 square feet (34,618 square feet under air). Building Color-Off White; Roof-Terra Cotta Clay Barrel tile; Trim-Terra Cotta

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

ARCHITECTURAL PRESENTATION BY: Roger Janssen, Dailey Janssen Architects
LANDSCAPE PRESENTATION BY: Chuck Yannette, Parker Yannette Design Group Inc.
ATTORNEY PRESENT: Frank Lynch
OTHERS WHO TESTIFIED: Paul Castro, Zoning Administrator

Mr. Lynch began with a review of the Town Council approvals which are requested for the project: Site Plan Review; four Special Exceptions; and twenty variances (related to underground parking, setbacks, building height, landscaped open space, lot coverage, number and width of parking spaces, height of interior tower features, maximum building length, sign height, and other variances as described). The underground parking will provide 100 undersized parking spaces (14 for the 6 residential condo units, and 86 for the public). It was later mentioned that the underground parking will be strictly valet operated.

There was discussion relative to the width of the sidewalks on Royal Poinciana Way and Sunset Avenue at the subject property. Relative to the requirement that 5 ft. of the sidewalks are to be on the private property, Mr. Castro added that there may be inconsistency there because many buildings were in place prior to the code as adopted and amended in 1980.

Mr. Janssen presented the project in accordance with the submitted plans. He began by discussing the history of this area of the town and the visioning of the 1929 Garden Club Plan. He stated that the design was developed after study of the architecture in the immediate area of the subject property, the architectural fabric created by Flagler in that era, and some of the work that Flagler did in St. Augustine. The design goal is to create something great for the block, the street, and the town. Mr. Janssen explained that the site runs for 235 feet on Royal Poinciana Way, and 275 feet on Sunset Avenue. The architectural solution provides a mixed use environment which de-emphasizes the vehicle and increases and improves the pedestrian experience, together with landscaped vias and courtyards with raised planters, water features, and benches, and by placing parking underground. The proposed structure includes commercial spaces and 6 condominium units (3 facing Royal Poinciana Way and 3 facing Sunset Avenue). Each of the condo units has its own private gated entry, its own private garage, and its vertical circulation via an elevator and lobby from the garage up to the units. Other design elements include: Classical, symmetrical facade; arcades, awnings and planter strips along the street; the two tallest elements occur at the entries to the two major vias; materials-coquina, cast stone, decorative tiles, red brick, terra cotta, South American hand-made Alhambra barrel tile roof, heavy timber brackets;

vertical parapets breaking the eave line; large balconies with metal pergola structures at each of the 3 residential units off Royal Poinciana Way; and, mustard yellow color for doors and windows.

Chuck Yannette continued with the landscape/hardscape in accordance with the submitted plans. Design elements include: Retain existing Royal Palms along Royal Poinciana Way; Bougainvillea over the arches at the via entries, over the metal trellis work at the condo units, and at other locations as described; concrete sidewalks with brick borders and banding; on Sunset Avenue, Coconut Palms with 15 ft. of clear trunk and Adonidea palms (14-18 ft.); underplanting as presented; east side – 15 ft. double Macarthur palms; west side – 18 ft. Traveler Palms and Montgomery Palms; and, interior courtyard – raised planters with palms and tropical palette for pedestrian interest and for pleasant views from for the condo residents, bench seating, tiled bubbler fountains, cast stone paving with brick banding and tile insets.

Commission Comments: A symmetrical approach is leading you in the wrong direction…would like to see greater variety; you should not look to St. Augustine to inspire a Palm Beach design; cannot approve the variances based upon this architecture; nice materials and via concept, but as one enters the town, would prefer to see something that is more broken up with different styles…look for charm in different styles and facades; the scale may be off; request to see a written list of the 20 variances to be able to analyze them better; too big for the neighborhood; the number of parking spaces is not for us to decide, but if it is difficult to park, people won't use it; the scale of the roofline and pitches is rather theatrical; this is over 200 feet long, making a strong statement; this is a wonderful start, though some of the details are over the top; make the vias proud to break up the linear look, so it looks more like five different buildings; you have made an effort regarding the parking; you are trying to create a "destination", a way to revitalize Royal Poinciana Way; Sunset Avenue will become so much more important; many of the variances are merited, but some tweaking is needed; this is an excellent job at creating a building that is in the wrong place; you are inspired by buildings in north Florida, but Flagler's architects did not use the same language here in south Florida; love the focus on the pedestrian; this design dominates everything else to such a degree that it creates a failure for itself; perhaps we need 3, 4 or 5 different buildings; in plan, you are creating a wonderful experience for the pedestrian; look to Spain, rather than New England, for your choice of ceramics; issue with pitch and heaviness of the roof; respect the reality of what happened on this street; this building dominates the street; create a compromise between what the original intent for the street was with the reality of today; there is a homogeny that gives it that dominating characteristic, but the use is not homogenous; who will be interested in a 5,000 sq. ft. unit above a restaurant?; the size of the balconies overlooking Royal Poinciana Way may lend to the length, mass and heaviness…that linear line going straight across is one of your biggest downfalls, and the heaviness…re-study so there is some motion there; and, address the details.

Mr. Castro explained, during the comments, that the applicant is not guaranteed maximum relief from the code in requesting variances for building size, height and length, etc. These are issued which will need to be worked out through the design process.

Mr. Lindgren read a letter dated Sept. 18, 2014 into the record from Tom Youchak for Ian Campbell, Vesenaz, Inc., owner of neighboring property, wherein a deferral of the project is requested to allow them additional time to review the plans, but also noting their general support of the project. The letter includes their concerns regarding variances, height of the building, awnings, sidewalks, water feature locations, mechanical equipment, residential windows and future renovations.

Mr. Page read the comments of Mr. Garrison who could not be here for this project. Mr. Garrison liked the concept and the architecture, but had concerns about density, parking numbers, and setbacks, and preferred more courtyards.

Commission Comments (continued): They used good sense to shield the neighbors…they gave us interest in the courtyard…they provided extra planting on both streets…they should be commended for that; perhaps break up the buildings by changing the color of the Bougainvillea; mix up the landscape to define separate spaces; they've done a good job with what they've got; the overall landscape is very generous, but there is repetition on the east and west sides…variety needed.

MOTION BY MRS. VANNECK FOR DEFERRAL TO THE OCTOBER MEETING.
MOTION SECONDED BY MR. IVES.
MOTION CARRIED UNANIMOUSLY.

IX. COMMUNICATIONS FROM CITIZENS (3 MINUTE LIMIT PLEASE): None

X. COMMENTS OF THE ARCHITECTURAL COMMISSION AND DIRECTOR OF PLANNING, ZONING AND BUILDING DEPARTMENT: (02:55:04 p.m.)

Mr. Page stated that at the last ARCOM meeting, ARCOM approved a new contemporary house at 237 Ridgeview Drive. He reported that an appeal was filed by William Cooley, and that appeal will be heard by the Town Council at their October 15, 2014 meeting.

Mr. Page also reported that with the approval of the budget, the Town Council doubled the amount of money allotted for the historic preservation consultants. He anticipated an increased number of landmark designations being forwarded to the Town Council for ratification.

Mr. Page distributed the 2015 ARCOM Meeting Dates to the members. He noted that in the months of September 2015, November 2015 and December 2015, ARCOM will not meet on the typical 4th Wednesday of the month due to conflicting holiday schedules.

The next several meetings of 2014 are as follows:
Wednesday, October 22, 2014
Friday, November 14, 2014
Thursday, December 11, 2014

Members were encouraged to attend the Town Council meeting of October 15, 2014 relative to the appeal filed for the house on Ridgeview Drive. There was also mention that the Palm House, 160 Royal Palm Way, will be discussed at the October 13, 2014 Town Council meeting at 1:00 p.m.

XI. ADJOURNMENT: (03:17:00 p.m.)

MOTION BY MR. IVES TO ADJOURN THE MEETING AT 3:17 P.M.
MOTION SECONDED BY MR. KARAKUL.
MOTION CARRIED UNANIMOUSLY.

The next meeting of the Architectural Commission will be held on Wednesday, October 22, 2014 at 9:00 a.m. in the Town Council Chambers, 2nd floor, Town Hall, 360 S. County Road, Palm Beach.

Respectfully submitted,

Robert J. Vila, Chairman
ARCHITECTURAL COMMISSION

cmd

TOWN OF PALM BEACH

Town Council Meeting on: October 14, 2014

Section of Agenda

Resolutions

Agenda Title

RESOLUTION NO. 150-2014 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida Approving an Amended Funding Agreement to Memorialize the Terms and Conditions Associated with an Internal Loan to Be Provided to the Benefitting Property Owners Within the Peruvian Avenue 400 Block Streetscape Project Assessment Area.

Presenter

Thomas G. Bradford, Deputy Town Manager

Supporting Documents

- **Memorandum dated October 3, 2014, from Thomas G. Bradford, Deputy Town Manager**
- **Resolution No. 150-2014**
- **Amended Funding Agreement**

TOWN OF PALM BEACH

Information for Town Council Meeting on: October 14, 2014

To: Mayor and Town Council

Via: Peter B. Elwell, Town Manager

From: Thomas G. Bradford, Deputy Town Manager

Re: Peruvian Avenue 400 Block Streetscape Project Assessment Area Funding Agreement; A Resolution Approving an Amended Funding Agreement to Memorialize the Terms and Conditions of Internal Financing Provided by the Town to Fund The Peruvian Avenue 400 Block Streetscape Project Local Improvements
Resolution No. 150-2014

Date: October 3, 2014

STAFF RECOMMENDATION

Staff recommends the Town Council adopt Resolution No. 150–2014 to memorialize proposed amendments to the terms and conditions of Town provided internal financing for the Peruvian Avenue 400 Block Streetscape Project Assessment Area which was created pursuant to the previous actions of the Town Council.

GENERAL INFORMATION

At the Town Council Special meeting (Budget Hearing) on September 9, 2014, staff indicated that the close out of a purchase order in August reduced the total project cost for the Peruvian Avenue 400 Block Streetscape Project by $18,126 and that the Funding Agreement needed to be amended accordingly so that a revised project cost would be the basis of future Improvement assessments. These circumstances did not result in an overpayment by Peruvian Avenue 400 block property owners. Although the Improvement assessment was $1,813 higher than it would have been had we known the purchase order was not going to be fully expended this resulted in no negligible overall assessment increase because attorney fees and publication costs came in higher than estimated for assessment purposes by a similar amount.

Therefore, the revised Funding Agreement has been amended to reduce the Principal amount from $1,224,759 to $1,206,633 a reduction of $18,126. This will result in future remaining annual Improvement assessments being reduced by $1,813. All other Funding Agreement terms and conditions remain the same.

FUNDING/FISCAL IMPACT

All direct costs borne by the Town for the non-ad valorem project associated with the Funding Agreement, as amended, and any costs incurred in carrying out the terms and conditions in the amended Funding Agreement itself will be paid for by the owners of the properties benefitting from the proposed project improvements. By approving this Amended Funding Agreement future annual Improvement assessments will be reduced as stated hereinabove.

TOWN ATTORNEY REVIEW

Attorney Heather Encinosa has previously reviewed the funding agreement and found that it sufficiently memorializes the non-ad valorem project internal financing terms and conditions for future reference as she requested staff to prepare. The resolution format is standard in nature following the form previously approved by the Town Attorney.

Attachment
cc: Jane Struder, Director of Finance
Cheryl Somers, Assistant Director of Finance

N:Town Manager/ TGB/2014/Agenda Items/ Backup Memo for Amendment of Peruvian Avenue 400 Block Streetscape Project Funding Agreement 101414 TCM

RESOLUTION NO. 150-2014

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA APPROVING AN AMENDED FUNDING AGREEMENT TO MEMORIALIZE THE TERMS AND CONDITIONS ASSOCIATED WITH AN INTERNAL LOAN TO BE PROVIDED TO THE BENEFITTING PROPERTY OWNERS WITHIN THE PERUVIAN AVENUE 400 BLOCK STREETSCAPE PROJECT ASSESSMENT AREA.

WHEREAS, the Town of Palm Beach, Florida (the "Town") has taken the necessary legal steps to implement a non-ad valorem assessment for the provision of certain capital improvements and related services within the Peruvian Avenue 400 Block Streetscape Project Assessment Area; and

WHEREAS, on August 12, 2014, the Town Council of the Town of Palm Beach approved a Peruvian Avenue 400 Block Streetscape Project Assessment Area Funding Agreement with various terms and conditions previously approved by the Town Council, including the right to change the Funding Agreement at any time in the sole discretion of the Town; and

WHEREAS, in November 2014 the Town will commence using the uniform method for levying, collecting, and enforcing non-ad valorem special assessments for the cost of certain local improvements and related services provided within the Peruvian Avenue 400 Block Streetscape Project Assessment Area, including, but not limited to, design, acquisition, construction and installation of streetscape project and improvements along the 400 block of Peruvian Avenue from South Lake Drive to Cocoanut Row: utility improvements, storm water improvements, roadway and parking improvements, sidewalks, signage, stripping, street lighting, landscaping irrigation and associated beautification improvements (collectively referred to herein as the "Peruvian Avenue 400 Block Streetscape Project Local Improvements"), as authorized by Section 197.3632, Florida Statutes, as amended, because this method allows such non-ad valorem assessments to be collected annually, in the same manner as provided for ad valorem taxes; and

WHEREAS, pursuant to the above recitals Town staff have prepared an Amended Peruvian Avenue 400 Block Streetscape Project Assessment Area Funding Agreement to reduce the Principal Amount to be charged to the Peruvian Avenue 400 Block Streetscape Project Assessment Area in future annual assessments; and

WHEREAS, the Town Council wishes to memorialize the revised and remaining terms and conditions to be applied by the Town to retire the outstanding project costs incurred by the Town to construct the Peruvian Avenue 400 Block Streetscape Project Local Improvements.

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

Section 1. The foregoing recitals are hereby ratified and confirmed.

Section 2. The Peruvian Avenue 400 Block Streetscape Project Amended Funding Agreement, attached hereto as Exhibit A and incorporated by reference as a part of this resolution, is hereby approved and Town staff shall henceforth utilize said Amended Funding Agreement to retire all outstanding project costs incurred by the Town to construct the Peruvian Avenue 400 Block Streetscape Project Local Improvements.

Section 3. The provisions of previously adopted Resolution No. 114-2014 are hereby rescinded.

Section 4. This Resolution shall be effective upon adoption.

PASSED AND ADOPTED in a regular, adjourned session of the Town Council of the Town of Palm Beach assembled this 14th day of October 2014.

Gail L. Coniglio, Mayor	Robert N. Wildrick, Town Council President
	William J. Diamond, President Pro Tem
	Richard M. Klein, Town Council Member
ATTEST:	Michael J. Pucillo, Town Council Member
Susan A. Owens, MMC, Town Clerk	Penelope D. Townsend, Town Council Member

TOWN OF PALM BEACH
PERUVIAN AVENUE 400 BLOCK
STREETSCAPE PROJECT
ASSESSMENT AREA
AMENDED
FUNDING AGREEMENT

Interest Rate:	**End Date**:	**Dated Date**:
Variable, as set forth below	November 30, 2024	August 1, 2014

OWNER: TOWN OF PALM BEACH, FL (the "Town")

PRINCIPAL AMOUNT: ONE MILLION TWO HUNDRED SIX THOUSAND SIX HUNDRED THIRTY THREE AND 00/100 DOLLARS ($1,206,633)

Applicability: Peruvian Avenue 400 Block Streetscape Project Assessment Area properties. Improvement Assessments shall be imposed by the Town Council against all Tax Parcels located within the Peruvian Avenue 400 Block Streetscape Project Assessment Area for each Fiscal Year in which Town funds used to pay for project costs remain outstanding. When imposed, the Improvement Assessments for each Fiscal Year shall constitute a lien upon the tax parcels located in the Peruvian Avenue 400 Block Streetscape Project Assessment Area pursuant to Sec. 90-50 of the Code. See adopted Town Resolution No. 99-2014, Appendix A, for a sketch of the properties included in the Peruvian Avenue 400 Block Streetscape Project Assessment Area.

Amount: $1,206,633 plus interest, fees, surcharges, maintenance and administrative costs to be incurred and imposed by the Town.

Terms: Bridge Financing (to fund administrative, planning, design, permitting, bidding, and related costs for the pre-construction and construction phases of a project using Town funds). Project related expenditures, including interest, shall be recorded and set forth in a Construction Note which shall be prepared at the commencement of the project and maintained until long term financing is effectuated. Interest to be paid is derived based upon the project's accumulated monthly balance multiplied by the Town's then current monthly average rate of return on investable surplus Equipment Replacement Fund funds expended on behalf of the project, divided by 365 days in a year multiplied by 30 days for that month. In no event shall the accumulative rate of interest be less than 50 basis points.

Long Term Financing (to finance all project capital costs with annual principal, interest, surcharge and fee payments sufficient to retire accrued project costs and administrative fees incurred by the Town upon completion of the stated term) - The Town's commitment to lend shall terminate on November 30, 2024. The amount to be repaid shall be repayable in ten (10) annual payments of accrued interest, surcharges, fees and fixed principal. Fixed principal shall be equal to 1/10th per annum of the maximum principal amount set forth hereinabove until the End Date when all remaining principal, interest, surcharge and fee payments shall be due. An annual amortization schedule document shall be created for the project internally financed upon conclusion of internal bridge financing and will be updated annually to reflect annual interest charges. Refer to the Interest Rate section herein for the process by which Long Term Financing interest rates are calculated.

Purpose: To provide financing for project costs incurred by the Town in conjunction with the Peruvian Avenue 400 Block Streetscape Project, including, but not limited to, administrative, planning, design, permitting, bidding, and related costs, utility

infrastructure improvements acquired, constructed, or installed within the Peruvian Avenue 400 Block Streetscape Project Assessment Area consisting of design, acquisition, construction and installation of the following streetscape project and improvements along the 400 block of Peruvian Avenue from South Lake Drive to Cocoanut Row: utility improvements, storm water improvements, roadway and parking improvements, sidewalks, signage, striping, street lighting, landscaping, irrigation, and associated beautification improvements. If applicable, project costs shall also include those items included in the definition of "Projects Costs" as found in Section 1.01 of Town of Palm Beach adopted Resolution No. 99-2014.

Security: This Funding Agreement is to be secured by the Town's legally available powers to assess the benefitting properties within the Peruvian Avenue 400 Block Streetscape Project Assessment Area as allowed by the Uniform Assessment Collection Act as delineated by Sections 197.3632 and 197.3635, Florida Statutes, Chapter 90 of the Town of Palm Beach Code of Ordinances and any and all powers now, or hereafter, available to the Town via any law, ordinance, rule or regulation created to facilitate the collection of funds owed to the Town, a Florida municipality, by any lawful means.

Interest Rate: Variable Rate based on the Town's interest rate opportunity cost equal to the Town's average rate of return on investable Equipment Replacement Fund surplus funds for the prior twelve (12) months as of May 30 of each year to be calculated on August 1 of each year. Interest to be paid is calculated based upon the final project balance reduced by the annual principal amount multiplied by the variable rate described above. In no event shall the accumulative rate of interest be less than 50 basis points.

Fees: The Town shall impose an interest rate surcharge fee of 1% in addition to the annual variable interest rate to be charged each year of the assessment program until the total debt shall be paid. Therefore, if the interest rate to be charged is 2%, the effective rate of interest shall be 3% to include the 1% interest rate surcharge fee authorized herein.

To comply with applicable law, the Town incurs certain administrative costs and fees, including, but not limited to, postage, legal notice publication fees and legal fees. In addition, the Town incurs annual fees for the collection of the debt. If applicable, maintenance of the improvements provided is also incurred by the Town. All such costs, fees, surcharges and maintenance costs are passed on to the benefitting properties by way of the annual assessment process.

Prepayment: The loan may be prepaid at any time without penalty provided said prepayment(s) are made in accordance with the provisions of adopted Town Resolution No. 99-2014. Specifically, see the provisions of Article IV therein.

Source of Funds: The Town of Palm Beach Equipment Replacement Fund.

Conditions

1. All terms and conditions herein may be changed without notice by the Town Council of the Town of Palm Beach.

2. If the Town chooses to waive any covenant, paragraph, or provision of this Funding Agreement, or if any covenant, paragraph, or provision of this Funding Agreement is construed by a court of competent jurisdiction to be invalid, it shall not affect the applicability, validity or enforceability of the remaining covenants, paragraphs or provisions.

3. This Funding Agreement supersedes all prior Funding Agreements and proposals with respect to this transaction, whether written or oral, including any previous loan proposals made by the Town or anyone acting within its authorization. No modification shall be valid unless in writing and signed by an authorized Officer of the Town. This Funding Agreement is not assignable and no entity other than the Peruvian Avenue 400 Block Streetscape Project Assessment Area property owners shall be entitled to rely on this Funding Agreement.

4. The Town approves this Funding Agreement for its own account and not with the intent to distribute the loan/ Funding Agreement or interests therein. However, the Town may in the future convert the Funding Agreement to a bond issue or third party

loan with variable or fixed interest rates. No transfer restrictions will apply to the Funding Agreement.

5. In no event shall the interest rate payable pursuant to this Funding Agreement exceed the maximum rate permitted by law.

6. Applicable property owners may request, but the Town Council is not required to approve, Town conversion of the long-term financing facility to a fixed rate of interest from an external source, if available, provided all costs and fees associated therewith are borne by the property owners within the area benefitting from the improvements applicable to this long-term financing facility.

TOWN OF PALM BEACH

Town Council Meeting on: October 14, 2014

Section of Agenda

Resolutions

Agenda Title

RESOLUTION NO. 154-2014 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving RFQ No. 09-2015 from SeaVee Boats; Authorizing the Issuance of a Purchase Order in an Amount of $219,865; Establishing a Total Budget of $234,865 Including a Contingency of $15,000; and Authorizing a Deposit in the Amount of $40,000 to Seavee Boats.

Presenter

Kirk W. Blouin, Director of Public Safety

Supporting Documents

- **Memorandum dated September 26, 2014 from Kirk W. Blouin, Director of Public Safety**
- **Resolution No. 154-2014**
- **Exhibit A**

TOWN OF PALM BEACH

Information for Town Council Meeting on: October 14, 2014

To: Mayor and Town Council

Via: Peter B. Elwell, Town Manager

From: Kirk W. Blouin, Director of Public Safety

Re: Authorize Purchase of Police Boat
Resolution No. 154-2014

Date: September 26, 2014

STAFF RECOMMENDATION

Staff recommends the Town Council approve Resolution No. 154-2014, authorizing the purchase of a SeaVee 2015 340B Open Fisherman with two (2) Mercury Verdado Twin 300HP Outboard Engines in the amount of $219,865 from SeaVee Boats and establish a total budget of $234,865; including a contingency budget of $15,000 to cover miscellaneous potential costs associated with the boat purchase.

Staff also requests the approval of a $40,000 deposit and payment of balance due upon delivery of the boat, per vendor's quote.

GENERAL INFORMATION

On July 15, 2014, the Town Council authorized the acceptance of a donation in the amount of $170,000 from the Palm Beach Police Foundation for the purpose of purchasing a new boat. At the September 9, 2014 Town Council meeting, the Town Council approved the purchase of the model SeaVee boat for use by the Palm Beach Police Department's Marine Patrol Unit.

In accordance with Town of Palm Beach Purchasing procedures, a request for quote was sent to SeaVee Boat and is attached to Resolution No. 154-2014 as Exhibit A. Upon approval of Resolution No. 154-2014 the Purchasing Department will issue a purchase order for the specified boat and a check in the amount of $40,000 representing the deposit will be issued to the vendor. Anticipated delivery of the boat is approximately 21 weeks from receipt of signed purchase order and deposit.

FUNDING/FISCAL IMPACT

RFQ No. 09-2015 dated September 23, 2014, from The SeaVee Boat (attached to Resolution No. 154-2014 as Exhibit A) indicates a purchase price of $219,865. Staff has requested a total budget of $234,865; including a contingency budget of $15,000. The total available funding for this project is $313,295 which was achieved by a donation in the amount of $170,000 from the Palm Beach Police Foundation and $143,295 of accumulated funds in the Equipment Replacement Program for the replacement of the current boat and 2 engines.

PURCHASING REVIEW

These items have been reviewed by the Purchasing Division and are approved as recommended. Upon Town Council's approval of the above request the Purchasing Division will issue a purchase order to SeaVee Boats in the amount of $219,865 and Finance will prepare a check in the amount of $40,000 representing requested deposit.

TOWN ATTORNEY REVIEW

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

KWB:lsg

cc: Jane Struder, Director of Finance

RESOLUTION NO. 154-2014

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING RFQ NO. 09-2015 FROM SEAVEE BOATS; AUTHORIZING THE ISSUANCE OF A PURCHASE ORDER IN AN AMOUNT OF $219,865; ESTABLISHING A TOTAL BUDGET OF $234,865 INCLUDING A CONTINGENCY OF $15,000; AND AUTHORIZING A DEPOSIT IN THE AMOUNT OF $40,000 TO SEAVEE BOATS.

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

Section 1. The Palm Beach Police Department is hereby authorized and directed to purchase a SeaVee 2015 340B Open Fisherman boat in accordance with RFQ No. 09-2015 attached hereto as Exhibit A and incorporated within this Resolution and made a part hereof.

Section 2. The Purchasing Division is hereby authorized to issue a purchase order to SeaVee Boats in an amount of $219,865 and establish a total budget of $234,865; including a contingency of $15,000 to cover miscellaneous potential costs associated with the boat purchase.

Section 3. Upon issuance of purchase order, the Finance Department is authorized to issue a check to vendor in the amount of $40,000 representing required deposit per RFQ 09-2015.

Section 4. This Resolution shall become effective immediately upon passage.

PASSED AND ADOPTED IN A REGULAR, ADJOURNED SESSION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH THIS 14TH DAY OF OCTOBER, 2014.

_____
Gail L. Coniglio, Mayor

_____
Robert N. Wildrick, Town Council President

_____
William J. Diamond, Council President Pro Tem

_____
Richard M. Kleid, Town Council Member

_____
Michael J. Pucillo, Town Council Member

ATTEST:

_____
Susan A. Owens, MMC, Town Clerk

_____
Penelope D. Townsend, Town Council Member

Exhibit A

TOWN OF PALM BEACH
REQUEST FOR QUOTATION
RFQ No. 09-2015

SEA VEE BOAT
2014 340B OPEN FISHERMAN

INTENT AND SCOPE

It is the intent of this Request for Quotation to obtain pricing for a Sea Vee 2014 340B Open Fisherman boat for the Town's Police Department. (Reference DW4442)

SCHEDULE OF BID ITEMS

The undersigned as bidder does declare that no other persons other than the bidder herein named has any interest in this bid or in the contract to be taken, and that it is made without any connection with any other person or persons making bid for the same article, and is in all respects fair and without collusion or fraud.

The undersigned further declares that he or she has carefully examined the specifications and is thoroughly familiar with its provisions and with the quality type and grade of materials called for therein.

The undersigned further declares that he or she proposes to furnish the equipment described herein for the following price:

1. TERMS	2. F.O.B. DESTINATION	3.SHIPMENT VIA	4. QUOTATION VALID UNTIL: 12-23-2014

Item	Description /Specifications	Qty	Unit	Unit Cost	Extended Cost
1	SeaVee 2014 340B Open Fisherman including Mercury Verado Twin 300HP Outboard Engines	1	ea	$ 168800.00	$ 168800.00
	OPTIONS				
2	Black Rub Rail	1	ea	$ 0	$ 0
3	Fresh Water Wash Down System with Wash Down Hose & Nozzle	2	ea	$ 3400.00	$ 3400.00
4	Electric Head (Self Contained Holding Tank)	1	ea	$ 1950.00	$ 19500.00
5	Mercury K Planes. Upgrade to High Performance Trim Tabs	1	ea	$ 3400.00	$ 3400.00
6	Hull Side Door with Pull-Out Dive Ladder	1	ea	$ 6500.00	$ 6500.00
7	Pull-Out Dive Ladder with Fresh Water Flush System	1	ea	$ 700.00	$ 700.00
8	Pop Up Bow Lift ring/cleat	6	ea	$ 175.00	$ 1050.00
9	Fiberglass Molded Hard Top, 6 Rod Holder. 1 aft led spreader light and 4 multicolored LED lights	1	ea	$ 11900.00	$ 11900.00

Company Name: SeaVee Boats **Authorized Signature:**

Item	Description /Specifications	Qty	Unit	Unit Cost	Extended Cost
10	Captains Edition Helm Seat/Prop Station	1	ea	$ 5900.00	$ 5900.00
11	Fiberglass Cooler with SS Manual Sliding Track System	1	ea	$ 1850.00	$ 1850.00
12	Under Gunnel Lighting (White)	1	ea	$ 600.00	$ 600.00
13	Compartment Lights (including all aft cockpit and anchor locker)	1	ea	$ 800.00	$ 800.00
14	Garmin 7212 Color GPS Plotter 12" Display Multi Function Screen	1	ea	$ 3900.00	$ 3900.00
15	Garmin GMr 24 HD Marine Radar	1	ea	$ 2320.00	$ 2320.00
16	ICOM M-504 VHF radio (black) with 8" digital antenna, flush mount kit and antenna mount	1	ea	$ 1020.00	$ 1020.00
17	Polly Planner VHF External Speaker	1	ea	$ 150.00	$ 150.00
18	JL Audio 6.5 Co-axial Speaker (pair)	1	ea	$ 415.00	$ 415.00
19	Clarion CMD-6 am/fm/cd/changer/controllor with digital 8' am/fm antenna and antenna mount	1	ea	$ 960.00	$ 960.00
20	Custom seat on top side of transom area (including removable backrest)	1	ea	$ 2450.00	$ 2450.00
21	Dual 2000 GPH bilge pump with floats (standard)	1	ea	$ 0	$ 0
22	Installation of police lights LED. Police radio and siren	1	ea	$ 1800.00	$ 1800.00
23	Stainless steering wheel with power knob (standard)	1	ea	$ 0	$ 0
				TOTAL	$ 219865.00

Estimated time for delivery upon receipt of Purchase Order: 21 weeks

Remarks: Delivery time frame can change depending on execution of purchase order delivery estimate is good for the next 30days.

21 weeks from signed PO.

Deposit required prior to start of build, balance COD. Will need to review your terms.

SeaVee will require a 40,000.00 Deposit prior to starting construction on new boat balance is due at time of delivery.

SeaVee will deliver boat to Police department at their desired location.

SeaVee will Deliver A Model 2015 Open Fisherman

Company Name: SeaVee Boats Authorized Signature:

The Proposer certifies that this proposal is submitted in accordance with the specification in its entirety and with full understanding of the conditions governing this RFQ. The undersigned representative submits this proposal and certifies that they are an authorized representative of the Proposer who may legally bind the Proposer.

Firm: SeaVee Boats

***Signature:** _____ **Name/Title:** Ariel Pared President

Address: 6900 NW 77 Court Miami FL **Zip:** 33166

Federal ID#: 650456663

Telephone Number: (305) 759-6419 **Fax:** (305) 436-1102

Date: 09-23-2014

Failure to affix signature may result in disqualification of proposal.

Name of Bidder's Contact Person: Ariel Pared

Address: 6900 NW 77 Court Miami FL 33166

Phone Number: 305-759-6419 Fax Number: 305-436-1102

E Mail Address: apared@seaveeboats.com

Town of Palm Beach

RFQ No. 09-2015 – Sea Vee 2014 Open Fisherman

PROPOSALS MUST BE RECEIVED PRIOR TO September 24 AT 10 AM

General Conditions, Instructions and Information for Bidders

This Invitation to Bid, General Conditions, Instructions to Bidders, Special Conditions, Specifications, Addenda and/or any other pertinent document form a part of this proposal and by reference are made a part thereof.

Town of Palm Beach Purchasing Contact: Adis Pedraza – apedraza@townofpalmbeach.com

1. GENERAL INFORMATION

These documents constitute the complete set of specification requirements and bid forms. Bid Proposal response is to be filled in, signed, sealed and mailed or presented to the Purchasing Division on or before the specified date and time.

It is sole responsibility of the bidder to ensure that his/her bid reaches the Purchasing Division on or before the closing date and time. The TOWN shall in no way be responsible for delays caused by any other occurrence. Offers by telephone, telegram or facsimile will not be accepted.

The bid time must be and shall be scrupulously observed. Under no circumstances will bids delivered after the time specified be considered. Such bids shall be returned to the vendor unopened.

All bids must be typewritten or written in ink, and must be signed in ink by an officer or employee having authority to bind the company or firm.

Bidders shall not be allowed to modify their bids after the opening date and time. Bid files may be examined during normal working hours, after bid opening, by appointment only.

For information concerning this bid, please contact:

Town of Palm Beach
Purchasing Department
951 Okeechobee Road, Suite "D"
West Palm Beach, FL 33401
(561) 838-5406

2. PRICE/DELIVERY

Price quoted must be the price for new merchandise and free from defects. Any bids containing modifying or "escalator" clauses will not be considered unless specifically requested in the bid specifications.

"Acceptance" as herein used means the acceptance by Town of Palm Beach, herein referred to as TOWN, after the Purchasing Agent or his authorized agent has, by inspection or test of such items, determined that they fully comply with specifications.

Deliveries of all items shall be made as soon as possible. In the appropriate blank on the bid form, the vendor must indicate the best delivery date after receipt of order (ARO). Deliveries resulting from this bid are to be made during the normal working hours of the TOWN. Time is of the essence and the bidder's delivery date must be specified and adhered to. Should the bidder, to whom the order or contract is awarded, fail to deliver on or before his/her stated date, the TOWN reserves the right to CANCEL the order or contract and make the purchase elsewhere. The successful bidder(s) shall be responsible for making any and all claims against carriers for missing or damaged items.

3. FEDERAL AND STATE TAX

TOWN is exempt from Federal and State Taxes for tangible personal property. The Purchasing Agent will sign an exemption certificate submitted by the successful bidder. Vendors or contractors doing business with the TOWN shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the TOWN, nor shall any said vendor or contractor be authorized to use the Town's tax exemption number in securing such materials.

4. ACCEPTANCE / REJECTION

TOWN reserves the right to accept or to reject any or all bids and make the award to that bidder, who in the opinion of the TOWN will be in the best interest of and/or the most advantageous to the TOWN. TOWN also reserves the right to reject the bid of any vendor who has previously failed in the proper performance of an award or to deliver on time contracts of a similar nature or who is not in a position to perform properly under this award. TOWN reserves the right to waive any irregularities and technicalities and may, at its discretion, request a re-bid.

5. ALTERNATIVES / APPROVED EQUAL / DEVIATIONS

Unless otherwise specified, the mention of the particular manufacturer's brand name or number in the specifications does not imply that this particular product is the only one that will be considered for purchase. This reference is intended solely to designate the type or quality of merchandise that will be acceptable. Alternate offers will be considered and must include descriptive literature and/or specifications. Failure to provide descriptive literature and/or specifications with alternate offers may be cause for disqualification of the bid.

The TOWN shall make the determination as to whether any alternate product or service is or is not equal, and such determination shall be final and binding upon all bidders.

The bidder shall be responsible for reading carefully, and understanding completely, the requirements and specifications of the items bid upon. Any deviation from specifications listed herein must be clearly indicated, otherwise it will be considered that items offered are in strict compliance with these specifications, and the successful bidder will be held responsible. Therefore deviations must be explained in detail on an attached sheet(s) and itemized by number. Any item(s) that do not meet the TOWN specifications upon delivery will not be accepted and if the item cannot be brought up to specifications in a reasonable time (reasonable time as determined by TOWN), the bidder will be required to compensate the TOWN for difference in price incurred from going to the next low bidder.

6. NO BID

Where more than one item is listed, any items not bid upon shall be indicated "NO BID." If no items are bid on, the "Statement of NO BID" should be returned, with the envelope plainly marked "NO BID" and with the bid number. Failure to do so will be an indication that the bidder does not wish to be considered for future bids.

7. NON-COLLUSION

Bidder certifies that this bid is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a bid for the same materials, services, supplies or equipment, and is in all respects fair and without collusion or fraud.

No premiums, rebates or gratuities permitted; either with, prior to or after any delivery of material or provision of services. Any such violation may result in contract cancellation, return of materials or discontinuation of services and the possible removal from the vendor bid list(s).

8. CONFLICT OF INTEREST

The award is subject to provisions of State Statutes and Town and County Ordinances. All bidders must disclose with their bid the name of any officer, director or agent who is also an employee of the TOWN. Further, all bidders must disclose the name of any Town employee who owns, directly or indirectly, an interest in the bidder's firm or any of its branches.

9. LEGAL REQUIREMENTS

Federal, State, County and local laws, ordinances, rules and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the bidder shall in no way be a cause for relief from responsibility.

(a) Vendors doing business with the TOWN are prohibited from discriminating against any employee, applicant or client because of race, creed, color, national origin, sex, age or non-disqualifying physical or mental disability, with regard to but not limited to the following: employment practices, rates of pay or other compensation methods, and training selection.

(b) Identical Tie Bids/Proposals shall be awarded in accordance with the preference established in Section 287.087, Florida Statutes, to a vendor submitting the attached Drug-Free Workplace Certification form properly completed and certified. In the event that tie bids are received either from vendors who have all submitted a Drug-Free Workplace Certification or none of whom who have submitted such certification, the award will be made in accordance with TOWN purchasing procedures pertaining to tie bids.

(c) A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity, crime may not submit a bid on a contract to provide any goods or services to a public entity may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO(Currently $25,000) for a period of 36 months from the date of being placed on the convicted vendor list

10. UNIFORM COMMERCIAL CODE

The Uniform Commercial Code (Florida Statutes, Chapter 672) shall prevail as the basis for contractual obligations between the awarded contractor/vendor and the TOWN for any terms and conditions not specifically stated in the Invitation to Bid.

TOWN OF PALM BEACH

Town Council Meeting on: October 14, 2014

Section of Agenda

Resolutions

Agenda Title

RESOLUTION NO. 155-2014 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 $30,000.00, 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.

Presenter

Kirk Blouin, Director of Public Safety

Supporting Documents

- **Memorandum dated September 12, 2014, from Kirk Blouin, Director of Public Safety**
- **Resolution No. 155-2014**
- **Extension Agreement**

TOWN OF PALM BEACH

Information for Town Council Meeting on: October 14, 2014

To: Mayor and Town Council

Via: Peter B. Elwell, Town Manager

From: Kirk Blouin, Director of Public Safety

Re: EMS Third Party Billing Contract Extension
Resolution No. 155-2014

Date: September 12, 2014

STAFF RECOMMENDATION

Staff recommends that the Town Council approve Resolution No. 155-2014 authorizing the second twelve month extension of the third party billing contract with EMS Management and Consultants, Inc., in an amount not to exceed $30,000 to provide EMS third party billing services.

GENERAL INFORMATION

The initial contract with EMS Management and Consultants, Inc., awarded in 2012 in response to RFP No. 2012-36, allows for extension of the contract for three additional 12-month periods upon mutual agreement of the parties. This request is for the second extension of this contract.

The Fire Rescue Department requests your approval, and EMS Management and Consultants, Inc. has agreed, to renew the contract for an additional 12-month period with the same terms, conditions, and fees as the original contract.

FUNDING/FISCAL IMPACT

Extension of this contract will be with the same terms, conditions, and fees. There will be no additional funding/fiscal impact.

PURCHASING REVIEW

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

TOWN ATTORNEY REVIEW

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

Attachments

cc: Adis Pedraza, Purchasing Agent
Jane Struder, Finance Director
John C. Randolph, Town Attorney
Darrel Donatto, Deputy Fire Rescue Chief

RESOLUTION NO. 155-2014

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 $30,000.00, 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.

WHEREAS, a contract was awarded to EMS Management & Consultants, Inc. commencing on November 16, 2012, for Emergency Medical Services third party billing services; and

WHEREAS, the Contract entered into by the Town and EMS Management & Consultants, Inc. contains a provision for extension of the Contract for three 12-month periods with all original terms, conditions, specifications, and pricing; and

WHEREAS, it is the desire of the Fire Rescue Department and EMS Management & Consultants, Inc. to extend the Contract for the second 12-month period beginning November 16, 2014.

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

Section 1. The second contract extension for a period of 12 months, beginning November 16, 2014, and ending November 15, 2015, is hereby approved for EMS Management & Consultants, Inc., for an amount not to exceed $30,000 under the same terms as originally stated.

Section 2. The Town Manager is hereby authorized and directed to execute this contract extension on behalf of the Town of Palm Beach for Emergency Medical Services transport billing services with EMS Management & Consultants, Inc.

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 contract for Emergency Management Services transport billing.

PASSED AND ADOPTED in a regular, adjourned session of the Town Council of the Town of Palm Beach assembled this 14th day of October 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
ATTEST:	Michael J. Pucillo, Town Council Member
Susan Owens, MMC, Town Clerk	Penelope D. Townsend, Town Council Member

TOWN OF PALM BEACH

Purchasing Department

August 1, 2014

EMS Management & Consultants, Inc.
Attn.: Michelle Alford
P.O. Box 863
Lewisville, NC 27023

Ref: RFP No. 2012-38 – EMS Third Party Billing
Year 3 of Contract – 2nd Renewal

Dear Ms. Alford:

The contract referenced above expires on November 15, 2014. As specified in the RFP document, we have an option to renew the existing contract for another one year period if it is mutually agreeable to all parties.

Please advise by signature below, if a one year extension of our current contract at same terms, conditions, specifications and pricing would be acceptable.

Please, complete and return this form to the Purchasing Division by no later than 2:00 PM on August 11, 2014. Your response may be faxed to 561-835-4688.

Respectfully,

Adis Pedraza
Purchasing Manager

✓ I hereby agree to a one year extension of the subject bid.

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

_____

_____

SIGNATURE

8.19.14
DATE

Jeffrey M. Lorey
NAME (PRINT)

951 Okeechobee Road • Suite D • West Palm Beach, Florida 33401 • (561) 838-5406 • Fax (561) 835-4688
Website: www.townofpalmbeach.com

TOWN OF PALM BEACH

Town Council Meeting on: October 14, 2014

Section of Agenda

Resolutions

Agenda Title

RESOLUTION NO. 156-2014 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving the Purchase of Annual Software Support and Maintenance for FY15 Upon Approval of the FY15 Budget for Cartegraph in the Amount of $40,000.00, Sungard Public Sector in the Amount of $94,352.36, Tyler Technologies in the Amount of $74,519.09 and MCCI in the Amount of $48,209.85, ESRI Inc. in the Amount of $25,500.00, Microsoft in the Amount of $32,885.04, and Authorizing the Town Manager to Execute the Purchases on Behalf of the Town.

Presenter

Thomas G. Bradford, Deputy Town Manager

Supporting Documents

- **Memorandum dated September 26, 2014, from Spencer Wilson, Information Systems Manager**
- **Resolution No. 156-2014**
- **Exhibit A**
- **Exhibit B**
- **Exhibit C**
- **Exhibit D**
- **Exhibit E**
- **Exhibit F**

TOWN OF PALM BEACH

Information for Town Council Meeting on: October 14, 2014

To: Mayor and Town Council

Via: Peter B. Elwell, Town Manager

Via: Thomas G. Bradford, Deputy Town Manager

From: Spencer Wilson, Information Systems Manager

Re: Approval to Renew the Annual Software Support and Maintenance with Cartegraph, Sungard Public Sector, Tyler Technologies, MCCI, ESRI and Microsoft
Resolution No. 156-2014

Date: September 26, 2014

STAFF RECOMMENDATION

The Office of Information Systems is recommending the renewal of the annual software support and maintenance for six of the Town's major software products. These renewals provide all of the Town's licensing, support and maintenance for Cartegraph Public Works Systems, Sungard Public Sector OSSI Systems, Tyler Technologies Eden Systems, MCCI for the Laserfiche Document Management System, ERSI Inc. for GIS Software and Microsoft Inc. for Office software and operating systems. Staff is recommending the adoption of Resolution No. 156-2014 which authorizes the Town Manager to approve issuance of purchase orders for these renewals and expend the funds from the FY2015 budget once it is approved.

GENERAL INFORMATION

On an annual basis, the Office of Information Systems has to renew the licensing, support and maintenance for all software that is used within the Town. These companies provide the six major software systems for the Town of Palm Beach. Cartegraph's public works system provides all of the support for work management, labor and fleet tracking. Sungard's OSSI system provides all of the support for the Public Safety systems such as CAD, Police records, and mobile computing for emergency responders. Tyler Technologies' Eden system provides all of the support for the Town's Financial Systems, Human Resources, Permits and Purchasing. Laserfiche Document Management System provides the storage, indexing, and retention services for all of the Town's documents. Laserfiche also provides the management tools and interfaces to coordinate all of the Town's documents into various other systems. ESRI GIS Software is used by all Town Departments for geographically managing data. Microsoft Inc. provides the Office software products and operating systems that are used Town wide. These six companies' products are proprietary and are considered sole source.

FUNDING/FISCAL IMPACT

These purchases will come from the Information Systems Software Maintenance account. Sufficient funds have been included in the FY2015 budget. The cost breakdown for each vendor is listed below:

Software	Function	Maintenance Amount
Cartegraph Systems	Public Works Systems	$40,000.00
Sungard Public Sector	OSSI Public Safety Systems	$94,352.36
Tyler Technologies	Eden Products	$74,519.09
MCCI Laserfiche Maintenance and Licenses	Document Management System	$48,209.85
ESRI Inc	GIS Software	$25,500.00
Microsoft Inc.	Office Software and Operating Systems	$32,885.04

PURCHASING REVIEW

This procurement has been reviewed and approved by the Purchasing Division of the Finance Department and award is hereby recommended to Cartegraph, Sungard Public Sector, Tyler Technologies and MCCI as sole source providers as per the attached documentation.

TOWN ATTORNEY REVIEW

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

RESOLUTION NO. 156-2014

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING THE PURCHASE OF ANNUAL SOFTWARE SUPPORT AND MAINTENANCE FOR FY15 UPON APPROVAL OF THE FY15 BUDGET FOR CARTEGRAPH IN THE AMOUNT OF $40,000.00, SUNGARD PUBLIC SECTOR IN THE AMOUNT OF $94,352.36, TYLER TECHNOLOGIES IN THE AMOUNT OF $74,519.09 AND MCCI IN THE AMOUNT OF $48,209.85, ESRI INC. IN THE AMOUNT OF $25,500.00, MICROSOFT IN THE AMOUNT OF$32,885.04, AND AUTHORIZING THE TOWN MANAGER TO EXECUTE THE PURCHASES ON BEHALF OF THE TOWN.

WHEREAS, staff has recommended renewal of software support and maintenance for Sungard Town's Cartegraph Public Works Software and Public Sector OSSI Software, Tyler Technologies Eden System, Laserfiche Document Management Software, ESRI Inc. GIS Software, Microsoft Inc. with quotes attached hereto as Exhibit "A", Exhibit "B", Exhibit "C", Exhibit "D", Exhibit "E", Exhibit "F" respectively.

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

Section 1: The foregoing recitals are hereby ratified and confirmed.

Section 2: The quotes for the Cartegraph attached hereto as Exhibit "A" in the amount of $40,000.00, Sungard Public Sector attached hereto as Exhibit "B" in the amount of $94,352.36, Tyler Technologies attached hereto as Exhibit "C" in the amount of $74,519.09, MCCI for Laserfiche attached hereto as Exhibit "D" in the amount of $48,209.85, ESRI Inc. for GIS Software attached hereto as Exhibit "E" in the amount of $25,500.00, Microsoft Inc. attached hereto as Exhibit "F" in the amount of $32,885.04 and incorporated by reference as a part of this resolution are hereby approved and the Town Manager is authorized to execute these renewals on behalf of the Town.

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

PASSED AND ADOPTED IN REGULAR, ADJOURNED SESSION OF THE TOWN COUNCILOF THE TOWN OF PALM BEACH ASSEMBLED THIS 14th DAY OF OCTOBER 2014.

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

Cartegraph

3600 DIGITAL DRIVE | DUBUQUE, IA 52003

To:	Cory Cordero-Kroll
Organization:	Town of Palm Beach
From:	Lucie Wells
Date:	May 30, 2013
RE:	Cartegraph Sales Proposal

Attached, please find a proposal from your Sales representative at Cartegraph Systems, Inc. We are pleased with the prospect of serving you and hope this meets with your approval.

Should the products and/or services and the associated pricing terms be agreeable to you as stated, please sign in the area indicated and return all pages of the proposal to Cartegraph by one of the following means:

- By email – salesoperations@cartegraph.com
- By fax – (563)556-8149, Attn: Sales Operations
- By mail – Cartegraph
  Attn: Sales Operations
  3600 Digital Drive
  Dubuque, IA 52003

Please be aware that in order for Cartegraph to process an order, we must receive all of the following items:

- ✔ Fully-executed Cartegraph proposal returned in its entirety
- ✔ Approved Purchase Order from your organization

Should you have any questions about the contents of the proposal, please contact your Sales representative at (800) 688-2656.

Thank you!

800.688.2656 | 563.556.8120 | 563.556.8149(fax) | www.cartegraph.com

Cartegraph Systems, Inc.

Software and Services Proposal C1304010-2

Prepared for Town of Palm Beach, FL

May 30, 2013

Cartegraph Systems, Inc. | 3600 Digital Drive | Dubuque, Iowa 52003
800.688.2656 | 563.556.8120 | 563.556.8149 fax
www.cartegraph.com

Table of Contents

Software and Services Proposal 4
Scope of Project 4
Software Products 4
Support Services 5
Customer Responsibilities 5
Investment Summary 7
Not-to-Exceed Proposal 7
Software Subscription, Maintenance and Support Services Terms/Renewal 8
Payment Terms and Conditions 8
General Terms 9

Software and Services Proposal

Cartegraph is pleased to present this Proposal for the implementation of world class technology solutions in your organization. This Proposal is made and entered into between Town of Palm Beach, hereinafter referred to as "**Customer**" or "**Licensee,**" whose address is noted below, and Cartegraph Systems, Inc., 3600 Digital Drive, Dubuque, Iowa 52003, hereinafter referred to as "**Cartegraph**."

Customer address:	**Licensee** address:
Town of Palm Beach 355 South County Rd. Palm Beach, FL	Same

Scope of Project

Software Products

Cartegraph Software Enterprise License

Cartegraph will provide and deliver licenses to use the Software Products and in the quantities listed in the *Investment Summary*. Software Products are developed and supported products available from **Cartegraph.**

The Cartegraph Software Enterprise License provides the following benefits for the term of your subscription:

1. **Use of Cartegraph software including all enhancements and updates.**
2. **Comprehensive telephone and online technical support. Customer** will receive unlimited toll-free support via phone, fax or e-mail through the **Cartegraph** Help Desk for technical issues relating to the use of the licensed software. Telephone support will be available Monday through Friday between the hours of 7:30 a.m.–5:30 p.m. Central time by dialing 877- 647-3050. You can also submit questions/issues via fax at 563-556-8149, or by email to support@cartegraph.com.
3. **Problem resolution using remote software tools, as applicable. Cartegraph** utilizes a variety of methods/tools for remote diagnostics of client systems:
    a. WebEx Meeting technology enables users to collaborate online with **Cartegraph**'s Technical Support staff in real time between individuals or groups.
    b. WebEx Support technology enables users to click a link on the **Cartegraph** web site, allowing direct connection with **Cartegraph**'s Technical Support staff.
    c. **Cartegraph** staff can also VPN in to client networks with appropriate authorization.
    d. Clients can email their Application Log and trace files so that **Cartegraph** staff can review how the system was being used before an issue arose.
    e. **Cartegraph**'s password-protected FTP site can also be used for client data communication.
4. **Notification of the availability of free software enhancements and upgrades.**
5. **Support assistance with software upgrades. Cartegraph** Help Desk support staff will answer your questions and guide you through the process to upgrade your software to the latest release.
6. **Access to a password-protected, clients-only web site.** The Client Support Center at www.cartegraph.com includes online access for reporting and tracking your cases, product troubleshooting information, software downloads, training opportunities, and access to knowledgebase articles.
7. **Free web-based training opportunities.** An ongoing schedule of WEB*ed* training sessions on topics such as Forms & Filters, Data Entry Options, Getting Started with Work Management, Reporting Options and more is available at the clients-only Client Support Center web site at no additional charge.
8. **Free attendance at regional User Group meetings. Cartegraph** holds User Group meetings throughout North America each year and Software Subscription Plan clients can attend free of charge. These events bring current users together to share their experiences and provide additional training opportunities.
9. **Special registration discounts to other Cartegraph conferences and workshops.**

Support Services

1. Priority Support Service: Participation in **Cartegraph**'s Priority Support program will provide access to **Cartegraph**'s standard technical support as well as direct access to technical consultants and **Cartegraph**'s custom solutions unit. Priority Support shall include:
    a. Special phone number for direct access to Priority Support.
    b. Access to an application specialist with a detailed level of product knowledge, as well as continuity of time to work on more complex issues.
        - Advanced Report Building
        - Release Migration Services
        - Designated Upgrade Coordinator
    c. Access to **Cartegraph** Technical Consultants.
        - Database expertise
        - Network knowledge
        - Citrix knowledge
        - Other environmental expertise
        - Detailed application knowledge
        - Interface to development programming staff
    d. Access to **Cartegraph**'s custom solutions unit.
        - Consultation on custom coding & quotes for **Cartegraph** to build solution if needed.
        - Consultation on custom reporting & quotes for **Cartegraph** to build reports if needed.
        - Consultation on integration & quotes for **Cartegraph** to build solution if needed.
        - Receive unlimited technical support and database security support and guaranteed continuation for all custom configurations in cases of upgrades and new releases.
    e. Severity indicators with the following targets:
        - Severity 1 service requests: Direct Voice Connect or call-back within 1 hour.
        - Severity 2 service requests: Direct Voice Connect or call-back within 4 hours.
        - Severity 3 service requests: Direct Voice Connect or same business day call-back.
    f. Complimentary passes to educational and training events.

Customer Responsibilities

Customer accepts responsibility for all aspects of project planning, management and execution not specifically described under Scope of Project. Ongoing management of the day-to-day allocation of **Customer** resources, and management of **Customer** project tasks is the responsibility of **Customer**. **Customer** will provide overall guidance and direction for the project and will direct the project accordingly. Further, and with regard to the **Cartegraph** obligations listed under the *Scope of Project* section, **Customer** understands that it is vital to the success of the project that **Customer** provides assistance in the following matters:

1. For those services listed under *Project Services*, **Cartegraph** personnel will conduct information gathering and evaluation sessions with various **Customer** users and management. While **Cartegraph** respects the time and workload of **Customer** staff, dedicated time on the part of the appropriate **Customer** resources is necessary to complete these exercises.

2. The installation process requires the periodic assistance of **Customer** personnel and suitable access to hardware and systems (e.g., security clearance). **Customer** is encouraged to supervise the installation process while systems are accessible to **Cartegraph**. It is assumed all hardware, both Personal Computers and Network and Database servers, will be installed and operating in a manner that delivery and execution of **Cartegraph** Project Services will not be impeded.

3. **Customer** understands that the successful performance of Project Services depends upon **Customer** fulfilling its responsibilities. The Project assumes that **Customer** will provide all personnel required to achieve a successful implementation.

4. **Customer** shall install and network its own hardware and communications and this will not affect the timing or the delivery of **Cartegraph** services.

5. **Customer** will provide Internet access and IT staff support as required. For those services that are web-based, **Cartegraph** utilizes WebEx Meeting technology.

6. **Customer** shall ensure that their workstation platform and database meet **Cartegraph** published system requirements.

   Cartegraph software will be supported within new versions of these workstation platforms and databases within a reasonable period of time from their release from their manufacturer. **Cartegraph** will discontinue support of its software within older versions of these workstation platforms and databases as their support is discontinued by their manufacturers.

7. **Customer** agrees to work with **Cartegraph** to schedule Project Services in a timely manner. All undelivered Project Services shall expire 365 days from the signing of this Proposal.

Investment Summary

Cartegraph's proposed fees for this project are included in the summary below.

Date: May 30, 2013 **Proposal Expiration Date:** December 31, 2013 **Contract No.:** C1304010-2

	Purchase Type	Qty.	Unit Price	Total Price
YEAR 1				
SOFTWARE PRODUCTS				
Cartegraph OMS	License Transition Fee – Enterprise License Agreement (ELA)	1	$25,000.00	$25,000.00
Cartegraph OMS – Advanced Edition	Enterprise License Agreement (ELA) – On-premise Deployment (11/5/13-11/4/14)	1	$25,000.00	$25,000.00
SUPPORT SERVICES				
Priority Support Service	Fixed Fee Service	1	$15,000.00	$15,000.00
			YEAR 1 SUB-TOTAL	**$65,000.00**
YEAR 2				
SOFTWARE PRODUCTS				
Cartegraph OMS – Advanced Edition	Enterprise License Agreement (ELA) – On-premise Deployment (11/5/14-11/4/15)	1	$25,000.00	$25,000.00
SUPPORT SERVICES				
Priority Support Service	Fixed Fee Service	1	$15,000.00	$15,000.00
			YEAR 2 SUB-TOTAL	**$40,000.00**
YEAR 3				
SOFTWARE PRODUCTS				
Cartegraph OMS – Advanced Edition	Enterprise License Agreement (ELA) – On-premise Deployment (11/5/15-11/4/16)	1	$25,000.00	$25,000.00
SUPPORT SERVICES				
Priority Support Service	Fixed Fee Service	1	$15,000.00	$15,000.00
			YEAR 3 SUB-TOTAL	**$40,000.00**
TOTAL COST (3-YEAR TERM)				**$145,000.00**

Not-to-Exceed Proposal

Cartegraph will not exceed the total included in this Proposal without written approval from **Customer.** In the event it becomes apparent to **Cartegraph** that additional service efforts will be needed due to any changes in the scope of this Proposal, **Cartegraph** will notify **Customer** prior to exceeding the approved efforts and obtain written approval if additional software or services are required.

Software Subscription, Maintenance and Support Services Terms/Renewal

The initial term of ELA Subscription, Maintenance or Support Services, if included, will commence upon execution of a proposal (unless listed differently in the *Investment Summary* above) and will continue for the term listed in the *Investment Summary* above. At the end of the term listed in the *Investment Summary* the Customer may renew at prices in effect at that time by execution of a new Enterprise Licensee Agreement. The price in effect at that time will increase by the cumulative consumer price index (CPI) and will not increase by more than 10% over the previous term.

Software licensed under a subscription is governed by a license manager and must be renewed prior to the expiration date of the term in order to keep the software active.

Payment Terms and Conditions

In consideration for the Services and Products provided by **Cartegraph** to **Customer, Customer** agrees to pay **Cartegraph** Software Costs and Professional Service Fees in U.S. Dollars as described below:

1. **Delivery:** Software Products shall be licensed upon acceptance of this Proposal. Project Services will be scheduled and delivered upon your acceptance of this Proposal, which will be considered as your notification to proceed.
2. **Invoicing:** Fees will be due as follows:
    a. $65,000.00 due upon signing of a proposal for the ELA license Transition fee, first-year ELA subscription and first-year Priority Support.
    b. $40,000.00 due 60 days prior to 11/5/14 for the second-year ELA subscription and second-year Priority Support.
    c. $40,000.00 due 60 days prior to 11/5/15 for the third-year ELA subscription and third-year Priority Support.
3. **Expenses:** In providing the services included in this Proposal, **Cartegraph** shall be reimbursed for any reasonable out-of-pocket costs, including, but not limited to, travel, lodging, and meals. Out-of-pocket expenses are billed based on actual costs incurred and are due separately.
4. **Payment Terms:** All payments are due Net 30 days from date of invoice.

General Terms

This Proposal takes precedence over all attachments in the event of conflicting terms and conditions.

The terms and conditions of any and all Exhibits and Attachments to this Proposal are incorporated herein by this reference and shall constitute part of this Proposal as if fully set forth herein. Article and Section headings used herein are for reference purposes only and shall not be deemed a part of this Proposal. This Proposal, together with all Exhibits and Attachments hereto, constitute the entire agreement between the parties and supersedes all previous Proposals including promises and representations, whether written or oral, between the parties with respect to the subject matter hereof.

1) Limitation Of Liability: Except for damages resulting from bodily injury or patent or copyright infringement, each party's total liability to the other for damages under this Proposal shall not exceed the total amount of this Proposal. No action, regardless of form, arising out of this Proposal may be brought by either party more than one year after the cause of the action has occurred, except that an action for non-payment may be brought at any time.

2) Disclaimer of Warranties: **Cartegraph** makes no warranty, representation or promise not expressly set forth in this Proposal. **Cartegraph** disclaims and excludes any and all implied warranties of merchantability, fitness for a particular purpose.

3) Relationship of the Parties: **Cartegraph** and **Customer** are independent of each other. This Proposal does not and is not intended to create in any way or manner or for any purpose an employee/employer relationship or a principal-agent relationship. Neither party is authorized to enter into agreements for or on behalf of the other, to create any obligation or responsibility, express or implied, for or on behalf of the other, to accept payment of any obligation due or owed the other, or to accept service of process for the other. **Cartegraph** is an independent contractor, customarily engaged in the performance of similar services for other parties.

4) Severability: The terms and conditions of this Proposal are severable. If any term or condition of this Proposal or the application thereof to any person or circumstances is held invalid, this invalidity shall not affect the other terms, conditions or applications which can be given effect without the invalid term, condition or application.

5) Transfer of Agreement: **Cartegraph** shall not transfer or assign any of its rights or obligations under the Proposal to any other party without the prior written consent of **Customer**, which consent may not be unreasonably withheld.

6) Notices: All notices or communications required or permitted as a part of this Proposal shall be in writing and shall be delivered at the address set forth in this Proposal.

7) Attorney's Fees/Legal Proceedings: In the event of any litigation or other proceeding between the parties relating to this Proposal, the prevailing party shall be entitled to reasonable attorney's fees and other reasonable costs incurred in connection therewith and in pursuing collection, appeals and other relief to which that party may be entitled.

8) Proprietary Information: **Customer** acknowledges that all materials and documents associated with this project are proprietary in nature. This specifically includes pricing information, training materials and consulting documents as described. **Customer** further agrees not to copy or otherwise make available such materials outside of **Customer**'s organization and its divisions and departments without the prior written consent of **Cartegraph**, except as required by law.

The parties, each acting under due and proper authority, have executed this Proposal as of the day, month and year written below:

TOWN OF PALM BEACH, FL By _____

Signature

Date: _____

Please Print

_____

Name Title

CARTEGRAPH SYSTEMS, INC. By Mark Weber

Mark Weber, CFO

Date: 5/30/2013

SUNGARD PUBLIC SECTOR

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

Invoice

Company	Document No	Date	Page
LG	87878	10/Sep/2014	1 of 4

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

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

Customer Grp/No.		Customer Name	Customer PO Number	Currency	Terms	Due Date
1	6092LG	Town of Palm Beach (OSSI)		USD	NET30	10/Oct/2014

No	SKU Code/Description/Comments	Units	Rate	Extended
Contract No. 081162				
1	OSSI Base Computer Aided Dispatch System Maintenance Start: 01/Oct/2014, End: 30/Sep/2015	1.00	9,096.09	9,096.09
2	OSSI Additional CAD Console License Maintenance Start: 01/Oct/2014, End: 30/Sep/2015	2.00	737.52	1,475.04
3	OSSI First CAD Map Display and Map Maintenance Software License Maintenance Start: 01/Oct/2014, End: 30/Sep/2015	1.00	850.99	850.99
4	OSSI Additional CAD Map Display Client License Maintenance Start: 01/Oct/2014, End: 30/Sep/2015	4.00	283.66	1,134.64
5	OSSI - OPS CAD Maintenance Start: 01/Oct/2014, End: 30/Sep/2015	1.00	2,941.68	2,941.68
6	OSSI E911 Interface Module Maintenance Start: 01/Oct/2014, End: 30/Sep/2015	1.00	1,040.09	1,040.09
7	OSSI Client Base Records Management System Maintenance Start: 01/Oct/2014, End: 30/Sep/2015	1.00	13,649.40	13,649.40
8	OSSI Police to Police Annual Subscription Fee Maintenance Start: 01/Oct/2014, End: 30/Sep/2015	1.00	0.00	0.00
9	OSSI Notification Module Maintenance Start: 01/Oct/2014, End: 30/Sep/2015	1.00	2,386.96	2,386.96
10	OSSI Property and Evidence Module Maintenance Start: 01/Oct/2014, End: 30/Sep/2015	1.00	924.53	924.53
11	OSSI Bar Coding Server License Maintenance Start: 01/Oct/2014, End: 30/Sep/2015	1.00	1,260.72	1,260.72
12	OSSI Bar Coding Hand-Held Client License (Each) Maintenance Start: 01/Oct/2014, End: 30/Sep/2015	1.00	267.90	267.90
13	OSSI RMS Map Display and Pin Mapping License Maintenance Start: 01/Oct/2014, End: 30/Sep/2015	1.00	1,680.96	1,680.96
14	OSSI Accident Wizard Base Server License Maintenance Start: 01/Oct/2014, End: 30/Sep/2015	1.00	840.48	840.48

Page Total 37,549.48

SUNGARD PUBLIC SECTOR

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

Invoice

Company	Document No	Date	Page
LG	87878	10/Sep/2014	2 of 4

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

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

Customer Grp/No.		Customer Name	Customer PO Number	Currency	Terms	Due Date
1	6092LG	Town of Palm Beach (OSSI)		USD	NET30	10/Oct/2014

No	SKU Code/Description/Comments	Units	Rate	Extended
15	OSSI Accident Wizard Workstation License Client Maintenance Start: 01/Oct/2014, End: 30/Sep/2015	25.00	25.21	630.25
16	OSSI Training Module Maintenance Start: 01/Oct/2014, End: 30/Sep/2015	1.00	588.34	588.34
17	OSSI - QuarterMaster Module Maintenance Start: 01/Oct/2014, End: 30/Sep/2015	1.00	924.53	924.53
18	OSSI's Integrated Messaging Software Switch Maintenance Start: 01/Oct/2014, End: 30/Sep/2015	1.00	3,782.16	3,782.16
19	OSSI Base Mobile Server Software Client Maintenance Start: 01/Oct/2014, End: 30/Sep/2015	1.00	2,363.85	2,363.85
20	OSSI Review Module for Field Reporting Maintenance Start: 01/Oct/2014, End: 30/Sep/2015	1.00	2,101.20	2,101.20
21	OSSI - LAN Client License for Message Switch Maintenance Start: 01/Oct/2014, End: 30/Sep/2015	10.00	56.73	567.30
22	OSSI MCT Client for Digital Dispatch Maintenance Start: 01/Oct/2014, End: 30/Sep/2015	25.00	167.25	4,181.25
23	OSSI Mobile Client Maps Maintenance Start: 01/Oct/2014, End: 30/Sep/2015	25.00	33.62	840.50
24	OSSI - MFR Client- Base Incident/Offense Maintenance Start: 01/Oct/2014, End: 30/Sep/2015	25.00	167.25	4,181.25
25	OSSI - MFR Client - Accident Reporting Maintenance Start: 01/Oct/2014, End: 30/Sep/2015	25.00	84.05	2,101.25
26	OSSI Mobile Arrest Module Maintenance Start: 01/Oct/2014, End: 30/Sep/2015	25.00	50.43	1,260.75
27	OSSI MFR Client Arrest Affidavit Maintenance Start: 01/Oct/2014, End: 30/Sep/2015	25.00	25.21	630.25
28	OSSI - MFR Client Citation Maintenance Start: 01/Oct/2014, End: 30/Sep/2015	25.00	84.05	2,101.25
29	OSSI - MFR Client - MOBLAN Version	5.00	84.05	420.25
			Page Total	26,674.38

SUNGARD PUBLIC SECTOR

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

Invoice

Company	Document No	Date	Page
LG	87878	10/Sep/2014	3 of 4

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

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

Customer Grp/No.		Customer Name	Customer PO Number	Currency	Terms	Due Date
1	6092LG	Town of Palm Beach (OSSI)		USD	NET30	10/Oct/2014

No	SKU Code/Description/Comments	Units	Rate	Extended
	Maintenance Start: 01/Oct/2014, End: 30/Sep/2015			
Contract No. 081162-2				
30	OSSI Calls for Service Module - 50 workstation Maintenance Start: 01/Oct/2014, End: 30/Sep/2015	1.00	756.43	756.43
31	OSSI Basic Accident Module - 25 Workstation Maintenance Start: 01/Oct/2014, End: 30/Sep/2015	1.00	672.38	672.38
Contract No. 091187				
32	OSSI - Emergency Pro Interface Maintenance Start: 01/Oct/2014, End: 30/Sep/2015	1.00	1,040.09	1,040.09
33	OSSI CAD Resource Monitor Display License with Maps Client Maintenance Start: 01/Oct/2014, End: 30/Sep/2015	1.00	189.11	189.11
Contract No. 091402				
34	OSSI AVL Server Host License Maintenance Start: 01/Oct/2014, End: 30/Sep/2015	1.00	6,618.78	6,618.78
35	OSSI CAD Client AVL License Maintenance Start: 01/Oct/2014, End: 30/Sep/2015	5.00	378.22	1,891.10
36	OSSI Client AVL Mobile License Maintenance Start: 01/Oct/2014, End: 30/Sep/2015	28.00	25.21	705.88
37	OSSI CAD Resource Monitor Display License with Maps Client Maintenance Start: 01/Oct/2014, End: 30/Sep/2015	4.00	189.11	756.44
38	OSSI Residential Security Watch Module Maintenance Start: 01/Oct/2014, End: 30/Sep/2015	1.00	588.34	588.34
39	OSSI - Link Analysis Module Maintenance Start: 01/Oct/2014, End: 30/Sep/2015	1.00	2,101.20	2,101.20
Contract No. 091449				
40	OSSI CAD Custom Mod - (Locution Interface for CADVoice System) Maintenance Start: 01/Oct/2014, End: 30/Sep/2015	1.00	2,836.62	2,836.62
Contract No. 091499				
41	OSSI Base Mobile Server Software Client Maintenance Start: 01/Oct/2014, End: 30/Sep/2015	1.00	3,782.16	3,782.16

Page Total 21,938.53

SUNGARD PUBLIC SECTOR

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

Invoice

Company	Document No	Date	Page
LG	87878	10/Sep/2014	4 of 4

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

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

Customer Grp/No.		Customer Name	Customer PO Number	Currency	Terms	Due Date
1	6092LG	Town of Palm Beach (OSSI)		USD	NET30	10/Oct/2014

No	SKU Code/Description/Comments	Units	Rate	Extended
42	OSSI MCT Client for Digital Dispatch Maintenance Start: 01/Oct/2014, End: 30/Sep/2015	13.00	167.25	2,174.25
43	OSSI Mobile Client Maps Maintenance Start: 01/Oct/2014, End: 30/Sep/2015	13.00	33.62	437.06
44	OSSI CAD Resource Monitor Display License with Maps Client Maintenance Start: 01/Oct/2014, End: 30/Sep/2015	4.00	189.11	756.44
45	OSSI Alpha Numeric Paging Module Maintenance Start: 01/Oct/2014, End: 30/Sep/2015	1.00	1,040.09	1,040.09
46	OSSI Interface to Pagegate Maintenance Start: 01/Oct/2014, End: 30/Sep/2015	1.00	189.11	189.11
Contract No. 100968				
47	OSSI Medical PROQA Interface Maintenance Start: 01/Oct/2014, End: 30/Sep/2015	1.00	1,040.09	1,040.09
48	OSSI Fire PROQA Interface Maintenance Start: 01/Oct/2014, End: 30/Sep/2015	1.00	1,040.09	1,040.09
Contract No. 120374				
49	OSSI CAD Resource Monitor Display License with Maps Client Maintenance Start: 01/Oct/2014, End: 30/Sep/2015	6.00	252.14	1,512.84

Page Total 8,189.97

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

Subtotal	94,352.36
Sales Tax	0.00
Invoice Total	94,352.36
Payment Received	0.00
Balance Due	94,352.36

tyler technologies

Empowering people who serve the public®

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

Invoice

Invoice No	Date	Page
045-115860	09/01/2014	2 of 3

RECEIVED
AUG 26 2014
FINANCE DEPT.

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

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

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

Customer No.	Ord No	PO Number	Currency	Terms	Due Date
5247	57640		USD	NET30	10/01/2014

Date	Description	Units	Rate	Extended Price
	Budget Preparation Support Maintenance: Start: 01/Oct/2014, End: 30/Sep/2015	1	1,171.09	1,171.09
	Citizen Services Support-Code Enforcement-Inspections Hierachy Maintenance: Start: 01/Oct/2014, End: 30/Sep/2015	1	4,720.94	4,720.94
	Crystal Reports Site License Support Maintenance: Start: 01/Oct/2014, End: 30/Sep/2015	1	1,301.21	1,301.21
	Payroll Support Maintenance: Start: 01/Oct/2014, End: 30/Sep/2015	1	6,245.80	6,245.80
	Permits & Inspections Support Maintenance: Start: 01/Oct/2014, End: 30/Sep/2015	1	5,465.07	5,465.07
	Requisitions Support Maintenance: Start: 01/Oct/2014, End: 30/Sep/2015	1	468.42	468.42
	Inventory Support Maintenance: Start: 01/Oct/2014, End: 30/Sep/2015	1	3,279.04	3,279.04
	IVRS Support- (PI) Maintenance: Start: 01/Oct/2014, End: 30/Sep/2015	1	780.72	780.72
	Forms Support Maintenance: Start: 01/Oct/2014, End: 30/Sep/2015	1	4,059.76	4,059.76
	Permits Mobile Extension Support Fee Maintenance: Start: 01/Oct/2014, End: 30/Sep/2015	1	1,187.61	1,187.61
	Accounts Payable Support Web Maintenance: Start: 01/Oct/2014, End: 30/Sep/2015	1	780.72	780.72
	Accounts Receivable Support Web Maintenance: Start: 01/Oct/2014, End: 30/Sep/2015	1	780.72	780.72
	Applicant Tracking Support Web Maintenance: Start: 01/Oct/2014, End: 30/Sep/2015	1	780.72	780.72
	Benefits Enrollment Support Web Maintenance: Start: 01/Oct/2014, End: 30/Sep/2015	1	1,023.82	1,023.82
	Human Resources Support Web Maintenance: Start: 01/Oct/2014, End: 30/Sep/2015	1	780.72	780.72
	Licensing Support Web Maintenance: Start: 01/Oct/2014, End: 30/Sep/2015	1	1,040.98	1,040.98
	Permits & Inspections Support Web Maintenance: Start: 01/Oct/2014, End: 30/Sep/2015	1	1,561.44	1,561.44
	Employee Training Support Web Maintenance: Start: 01/Oct/2014, End: 30/Sep/2015	1	929.25	929.25

tyler technologies

Empowering people who serve the public®

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

Invoice

Invoice No	Date	Page
045-115860	09/01/2014	1 of 3

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

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

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

Customer No.	Ord No	PO Number	Currency	Terms	Due Date
5247	57640		USD	NET30	10/01/2014

Date	Description	Units	Rate	Extended Price
Contract No.: PALM BEACH, TOWN OF				
	GL/AP/PG Support	1	4,684.36	4,684.36
	Maintenance: Start: 01/Oct/2014, End: 30/Sep/2015			
	LaserFiche interface Support	1	2,832.57	2,832.57
	Maintenance: Start: 01/Oct/2014, End: 30/Sep/2015			
	Interface Support	1	1,301.21	1,301.21
	Maintenance: Start: 01/Oct/2014, End: 30/Sep/2015			
	GASB/CAFR Support	1	3,279.04	3,279.04
	Maintenance: Start: 01/Oct/2014, End: 30/Sep/2015			
	State Package Support	1	1,301.21	1,301.21
	Maintenance: Start: 01/Oct/2014, End: 30/Sep/2015			
	Accounts Receivable Support	1	1,873.75	1,873.75
	:			
	Maintenance: Start: 01/Oct/2014, End: 30/Sep/2015			
	Human Resources Support	1	2,342.16	2,342.16
	Maintenance: Start: 01/Oct/2014, End: 30/Sep/2015			
	Special Assessment Support	1	836.33	836.33
	Maintenance: Start: 01/Oct/2014, End: 30/Sep/2015			
	Fixed Assets Support	1	1,873.75	1,873.75
	Maintenance: Start: 01/Oct/2014, End: 30/Sep/2015			
	Report Views Support	1	1,301.21	1,301.21
	Maintenance: Start: 01/Oct/2014, End: 30/Sep/2015			
	Parcel Manager Support	1	1,561.44	1,561.44
	Maintenance: Start: 01/Oct/2014, End: 30/Sep/2015			
	Applicant Tracking Support	1	1,171.09	1,171.09
	Maintenance: Start: 01/Oct/2014, End: 30/Sep/2015			
	Tyler Cashiering Support	1	3,902.85	3,902.85
	Maintenance: Start: 01/Oct/2014, End: 30/Sep/2015			
	Licensing Support	1	2,810.61	2,810.61
	Maintenance: Start: 01/Oct/2014, End: 30/Sep/2015			
	Position Budgeting Support	1	780.72	780.72
	Maintenance: Start: 01/Oct/2014, End: 30/Sep/2015			
	Project Accounting Support	1	3,279.04	3,279.04
	Maintenance: Start: 01/Oct/2014, End: 30/Sep/2015			
	Tyler Output Processing Support	1	1,821.69	1,821.69
	Maintenance: Start: 01/Oct/2014, End: 30/Sep/2015			
	Employee Training Support	1	1,208.03	1,208.03
	Maintenance: Start: 01/Oct/2014, End: 30/Sep/2015			

tyler technologies

Empowering people who serve the public®

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

Invoice

Invoice No	Date	Page
045-115860	09/01/2014	3 of 3

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

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

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

Customer No.	Ord No	PO Number	Currency	Terms	Due Date
5247	57640		USD	NET30	10/01/2014

Date	Description	Units	Rate	Extended Price

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

Subtotal	74,519.09
Sales Tax	0.00
Invoice Total	74,519.09

Laserfiche Order

PO Box 2235
Tallahassee, FL 32316
850.701.0725
850.701.0715 fax

Complete and return to:
salessupport@mccinnovations.com

Client Name: Town of Palm Beach, FL **Order Date: September 19, 2014**

Product Description:	*Qty.*	*Cost*	*Total*
ECM SOFTWARE LICENSING FOR AVANTE			
☑ LF Full Named User *Includes Snapshot, Email, and Workflow*	20	$500.00	$10,000.00
☑ Web Access, 20% Add On to All Named Users	20	$100.00	$2,000.00
☑ LF Standard Audit Trail, 15% Add On to All Named Users	20	$75.00	$1,500.00
ECM Software Licensing Total			***$13,500.00***
ANNUAL SOFTWARE SUPPORT - BASIC LSAP			
☑ LF Full Named User *Includes Snapshot, Email, and Workflow*	20	$105.00	$2,100.00
☑ Web Access, 20% Add On to All Named Users	20	$21.00	$420.00
☑ LF Standard Audit Trail, 15% Add On to All Named Users	20	$15.75	$315.00
Annual Support Total			***$2,835.00***
For budgetary purposes, the Client should include $2,835.00 in annual budget for renewal of LSAP for the software quoted above.			

Total Project Cost ***$16,335.00***

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

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

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

PURCHASE ORDER

TOWN OF PALM BEACH
951 OLD OKEECHOBEE RD. STE D
WEST PALM BEACH, FL 33401
(561) 838-5406 Fax:(561) 835-4688

3

DATE	PO NUMBER
10/1/2013	140035

FOB Point: DESTINATION
Ship Via: best
Terms: No terms
Req. Del. Date: 1/28/2014
Contract No:

VENDOR: 001476
MUNICIPAL CODE CORP.
P O BOX 2235
TALLAHASSEE, FL 32316-2235

SHIP TO: INFORMATION SYSTEMS
360 S COUNTY RD
PALM BEACH, FL 33480

Attn: WILSON, SPENCER
Req. No: 0013164
Dept: INFORMATION SYSTEMS
Confirming? No
Vendor Contact: SALES
Vendor Phone: (850) 701-0739 **Vendor Fax:** (850) 575-8852

Line	Qty	Unit	Description	Unit Price	Ext. Price
1			FY14 ANNUAL SOFTWARE MAINTENANCE		33,276.60
2			RENEWAL FOR MCCI LASERFICHE		
3					
4			RENEWAL PERIOD: JANUARY 28, 2014 TO		
5			JANUARY 27, 2015		
6					
7			REFER TO SUPPORT RENEWAL DATED JULY 29,		
8			2013.		

FAXED
OCT - 1 2013
BY:

SUBTOTAL	33,276.60
TAX	0.00
FREIGHT	0.00
TOTAL	33,276.60

Account Number	Amount	Account Number	Amount
E 001.15.125.513.30.46.11	33,276.60		

DEPARTMENT COPY

Authorized Signature

TOWN OF PALM BEACH

TERMS AND CONDITIONS

The following general terms and conditions shall apply to all purchases by or on behalf of the Town of Palm Beach unless specifically provided otherwise on the front of this document.

1 Any questions or information relative to the requirements of this order are to be referred to the Purchasing Department, 951 Old Okeechobee Road, Suite "D", West Palm Beach, FL 33401, Telephone (561) 838-5406 or Facsimile (561) 835-4688.

2 Invoice (s) for the materials or services ordered hereunder shall refer to this Purchase Order number and the appropriate item number. Invoices must be submitted to Accounts Payable not to 'ship to' addressee. Invoices shall be submitted to the Town of Palm Beach, Finance Department, Accounts Payable, P. O. Box 2029, Palm Beach, FL 33480 or email electronic invoices to Invoices@TownofPalmBeach.com (Preferred Method)

3 The Town of Palm Beach will not honor any modifications to any of the conditions stipulated in this order unless such modifications are approved by the authorized purchasing official with a written supplement of this order.

4 All shipments must be F.O.B destination. Charges for shipping and handling costs shall be included in the item pricing unless otherwise indicated on the Purchase Order. If this order permits shipping and handling charges, those charges must be separately stated on invoices accompanied by receipted freight bills.

5 If completed deliveries are not made by the date indicated, the Town reserves the right to cancel the order. If delivery dates cannot be met, Vendor agrees to advise the Town, in writing, of the earliest possible shipping date for acceptance by the Town.

6 Vendor is reminded that the Town of Palm Beach is tax exempt under the Statutes of the State of Florida. Exemption number is shown on face of this order.

7. Vendor warrants that the materials and/or services to be supplied under this order will be free from defects in materials and workmanship and will be suitable for the purpose intended. Materials and services will be in compliance with all requirements shown on the face of this order, referenced documents, catalogue and manufacturer's warranties.

8 Damaged items will not be accepted, or if the damage is not readily apparent at the time of delivery, the goods shall be returned at no cost to the Town.

9 When applicable, proper Material Safety Data Sheets (MSDS) in compliance with OSHA's Hazard Communication Standard, must be provided by the Vendor to the Town at the time of purchase.

10 Delivery of goods or services called for hereunder shall constitute acknowledgement and acceptance of the order including all of the terms and conditions contained on or attached to this Purchase Order.

11 Substitutions will not be accepted without prior approval.

12 Partial shipments will be accepted if invoiced separately.

13 C.O.D. or collect shipments will not be accepted.

14 Receiving hours are 8:00 a.m. to 3:30 p.m. Monday – Friday.

15 This order shall be governed by and construed according to the laws of the State of Florida.

16 The Town of Palm Beach complies with the Florida Prompt Payment Act (F.S. 218.70) interest computations for overdue payments are computed in compliance with this act.

17 INSURANCE REQUIREMENTS FOR CONTRACTORS AND VENDORS (Unless otherwise stated in the solicitation document, which shall take precedence)

MINOR CONTRACT FOR SERVICE - All agreements, contracts, purchase orders and/or tag-on purchase order contracts providing for services with a total project cost of $50,000 or less with no unusual risks, hazards or substantial exposures of loss or damage to the Town and/or private property.

INSURANCE REQUIREMENTS

General Liability coverage with limits not less than $300,000 per occurrence/$300,000 aggregate. The Certificate of Insurance shall indicate "Occurrence Basis" only. "Claims made" policies will not be accepted. The Town shall be endorsed as an additional insured under the General Liability coverage.

Auto Liability coverage with limits not less than $300,000 Combined Single Limit each accident. The Certificate of Insurance shall indicate coverage for Any Auto or Owned Autos/Hired Autos/Non-Owned Autos.

Workers Compensation not less than the statutory limits.

Employers Liability coverage with limits not less than $100,000 for each accident, $[illegible] disease (each employee) and $500,000 disease (policy limit).

A [illegible] day written notice of cancellation, non-renewal or modification of any stipulated insurance shall be mailed to the hiring department or Purchasing Agent [illegible] via registered, return receipt requested mail. Note: 10 day Notice of Non-Payment is acceptable if the Certificate of Insurance also indicates 30 day notice for cancellation, non-renewal or modifications.

STANDARD CONTRACT FOR SERVICE - Agreements, contracts, purchase orders and/or tag-on purchase order contracts providing services for $50,001.01 - $1,999,999.99 with no unusual risks, hazards or substantial exposures of loss or damage to the Town and/or private property.

INSURANCE REQUIREMENTS

General Liability coverage with limits not less than $1,000,000 Each Occurrence/$2,000,000 Aggregate. Certificate of Insurance shall indicate an "Occurrence Basis" only. "Claims made" policies will not be accepted. The Town shall be endorsed as an additional insured under the General Liability coverage.

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.

Workers' Compensation coverage with statutory limits.

Employer's Liability coverage with limits not less than $100,000 for each accident, $100,000 disease (each employee) and $500,000 disease (policy limit).

A 30 day written notice of cancellation, non-renewal or modification of any stipulated insurance shall be mailed to the hiring department via registered, return receipt requested mail. Note: 10 day Notice of Non-Payment is acceptable if Certificate of Insurance indicates 30 day notice for cancellation, non-renewal, or modifications.

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.

MAJOR CONTRACT FOR SERVICE - Agreements, contracts, purchase orders and/or tag on purchase order contracts providing services which are $2,000,000 or greater with no unusual risks, hazards or substantial exposures of loss or damage to the Town and/or private property.

INSURANCE REQUIREMENTS

General Liability coverage with limits not less than $5,000,000 per occurrence $5,000,000 aggregate. Certificate of Insurance shall indicate coverage on an "Occurrence Basis" only. "Claims made" policies will not be accepted. The Town shall be endorsed as an additional insured under the General Liability coverage.

Auto Liability coverage with limits not less than $1,000,000 Each Occurrence Combined Single Limit each accident. Certificate of Insurance shall indicate coverage for Any Auto or Owned Autos/Hired Autos/Non-Owned Autos.

Workers' Compensation coverage with statutory limits.

Employer's Liability coverage with limits not less than $100,000 for each accident, $100,000 disease (each employee) and $500,000 disease (policy limit).

A 30 day written notice of cancellation, non-renewal or modification of any stipulated insurance shall be mailed to the hiring department via registered, return receipt requested mail. Note: 10 day Notice of Non-Payment is acceptable if Certificate of Insurance indicates 30 day notice for cancellation, non-renewal, or modifications.

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.

18 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. Contractor agrees to investigate, respond, adjust and provide a defense for, all and any such claims, demands and actions at Contractor's sole expense and agrees to bear and remain liable for all such other costs and expenses relating thereto, even if such claim is groundless, false or fraudulent. Notwithstanding the foregoing, Contractor's indemnity [illegible] liability for damages to persons or property to the extent such damage was caused by any act, omission or default of the Town or by the Town's officers, agents and employees. [illegible] in this Contract shall be construed to affect in any way the TOWN'S rights, privileges and immunities as set forth in Florida Statutes 768.28.

SMALL ENTERPRISE LICENSE AGREEMENT
COUNTY AND MUNICIPALITY

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

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

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

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

Table A
List of Enterprise Products

Unlimited Quantities

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

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

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

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

Other Benefits

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

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

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

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

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

Accepted and Agreed:

Town of Palm Beach
(Licensee)

By: Peter B. Elwell
Authorized Signature

Printed Name: Peter B. Elwell

Title: Town Manager

Date: 3/11/2014

ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC.
(Esri)

By: _____
Authorized Signature

Printed Name: Rebecca Tanouye

Title: Customer Service Manager

Date: 04/09/2014

LICENSEE CONTACT INFORMATION

Contact: Spencer Wilson

Address: 360 S. County Rd

City, State, Postal Code: Palm Beach FL 33480

Country: USA

ELA Quotation Number (if applicable): _____

Telephone: 561-227-6310

Fax: _____

E-mail: SWILSON@TOWNOFPALMBEACH.COM

1.0—ADDITIONAL DEFINITIONS

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

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

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

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

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

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

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

"License Agreement" means the applicable license agreement incorporated by this reference that is (i) found at http://www.esri.com/legal/software-license; comprised of the General License Terms and Conditions (E204) and Exhibit 1, Scope of Use (E300); and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed license agreement between Esri, Distributor (if applicable), and Licensee that supersedes such electronically acknowledged license agreement.

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

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

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

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

2.0—ADDITIONAL GRANT OF LICENSE

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

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

3.0—TERM, TERMINATION, AND EXPIRATION

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

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

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

4.0—ENTERPRISE PRODUCT UPDATES

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

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

5.0—ELA MAINTENANCE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6.0—ENDORSEMENT AND PUBLICITY

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

7.0—ADMINISTRATIVE REQUIREMENTS

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

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

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

8.0—MERGERS, ACQUISITIONS, OR DIVESTITURES

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

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

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

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

9.0—TRAINING

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

9.2 Unique Terms for the Small Enterprise Training Package

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

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

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

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

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

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

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

esri

February 4, 2014

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

Dear Coraliz,

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

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

An ELA will provide your organization with numerous benefits including:

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

The following business terms and conditions will apply:

- All current departments, employees, and in-house contractors of the organization will be eligible to use the software and services included in the ELA.

- If your organization wishes to acquire and/or maintain any Esri software during the term of the agreement that is not included in the ELA, it may do so separately at the Esri pricing that is generally available for your organization for software and maintenance.

- The organization will establish a single point of contact for orders and deliveries and will be responsible for redistribution to eligible users.

- The organization will establish a Tier 1 support center to field calls from internal users of Esri software. The organization may designate individuals as specified in the ELA who may directly contact Esri for Tier 2 technical support.

- The organization will provide an annual report of installed Esri software to Esri.

380 New York Street
Redlands, California 92373-8100 USA

909 793 2853
info@esri.com

esri.com

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

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

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

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

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

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

Thank you very much for your consideration.

Best Regards,

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

Quotation # 20441920

Date: February 3, 2014

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

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

Customer # 184972 Contract #

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

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

Material	Qty	Description	Unit Price	Total
110035	1	Populations of 0 to 25,000 Small Government Term Enterprise License Agreement -First year payment	25,000.00	25,000.00
115571	1	ArcPad Populations of 0 to 25,000 Small Government Enterprise License Agreement -First year payment	500.00	500.00
110035	1	Populations of 0 to 25,000 Small Government Term Enterprise License Agreement -Second year payment	25,000.00	25,000.00
115571	1	ArcPad Populations of 0 to 25,000 Small Government Enterprise License Agreement -Second year payment	500.00	500.00
110035	1	Populations of 0 to 25,000 Small Government Term Enterprise License Agreement -Third year payment	25,000.00	25,000.00
115571	1	ArcPad Populations of 0 to 25,000 Small Government Enterprise License Agreement -Third year payment	500.00	500.00

Item Total:	76,500.00
Subtotal:	76,500.00
Sales Tax:	0.00
Estimated Shipping & Handling(2 Day Delivery) :	0.00
Contract Pricing Adjust:	0.00
Total:	$76,500.00

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

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

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

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

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

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

Quotation # 20441920

Date: February 3, 2014

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

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

Customer # 184972 Contract #

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

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

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

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

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

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

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

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

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

Pricing Proposal
Quotation #: 7401444
Created On: 12/10/2013
Valid Until: 1/9/2014

Town of Palm Beach FL

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

SE Government and Academic Sales Team Manager

Jennifer Huseth
290 Davidson Avenue
Somerset, NJ 08873
Phone: 800-543-0432
Fax: 732-868-6055
Email: jennifer_huseth@shi.com

All Prices are in US Dollar (USD)

	Product	Qty	Your Price	Total
1	MS Enterprise Agreement - Annual Payment - Office Pro. S/A Only - Annual Payment MICROSOFT - Part#: 269-05704 **Note:** Renewal of existing licenses, Software Assurance only.	150	$101.00	$15,150.00
2	Windows Server Device Client Access License - SA Only - Annual Payment MICROSOFT - Part#: r18-00049 **Note:** Renewal of existing licenses, Software Assurance only. Must be the same quantity as the Office licenses.	150	$5.00	$750.00
3	System Center Configuration Manager SA Only MVL w/SQL SA Only Annual Payment MICROSOFT - Part#: J4A-00155	1	$229.42	$229.42
4	Windows Svr Std - 2 Proc - Software Assurance - EA Addon Annual Payment MICROSOFT - Part#: P73-05898	15	$153.16	$2,297.40
5	Windows Svr Std - 2 Proc - License/Software Assurance - EA Addon Annual Payment MICROSOFT - Part#: P73-05897	10	$357.46	$3,574.60
6	SQL Svr Enterprise SA - EA Addon Annual Payment MICROSOFT - Part#: 810-04760	1	$1,991.87	$1,991.87
7	SQL CAL Listed Languages SA Only MVL Device CAL EA Addon Annual Payment MICROSOFT - Part#: 359-00792	50	$48.17	$2,408.50
8	Microsoft Forefront TMG Enterprise Listed Languages SA Only MVL 1 Proc Microsoft - Part#: 4VD-00262	1	$1,150.00	$1,150.00
9	Windows Remote Desktop Services CAL SA Only Annual Payment MICROSOFT - Part#: 6VC-01253	75	$14.71	$1,103.25
10	Microsoft SQL Server - License & software assurance - 1 device CAL - EA Annual Payment Microsoft - Part#: 359-00765	50	$84.60	$4,230.00
			Total	$32,885.04

Additional Comments

MS contract # 252-001-09-01

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

TOWN OF PALM BEACH

Town Council Meeting on: October 14, 2014

Section of Agenda

Resolutions

Agenda Title

RESOLUTION NO. 157-2014 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Awarding Bid No. 2014-22 and Approving a Purchase Order to Unifirst Corporation, for Uniform Rental and Cleaning Services, in the Amount of $25,596.48, and Establishing an Overall Uniform Budget of $30,000.

Presenter

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

Supporting Documents

- **Memorandum dated September 22, 2014, fron H. Paul Brazil, P.E., Director of Public Works**
- **Resolution No. 157-2014**
- **Bid Tabulation**

TOWN OF PALM BEACH

Information for Town Council Meeting on: October 14, 2014

To: Mayor and Town Council

Via: Peter B. Elwell, Town Manager

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

Re: Award Bid No. 2014-22 and Approve Contract for Uniform Rental and Cleaning Services
Resolution No. 157-2014

Date: September 22, 2014

STAFF RECOMMENDATION

Staff recommends that Town Council approve Resolution No. 157-2014 awarding Bid No. 2014-22 and approving a Purchase Order to Unifirst Corporation (Unifirst) for uniform rental and cleaning services in the amount of $25,596.48 and establish an overall uniform budget of $30,000.

GENERAL INFORMATION

The Public Works Department has been using Unifirst for the past five (5) years. The amount of the purchase order during this time did not reach an amount that required Town Council approval, however, at this time the amount has exceeded that threshold.

The Town received one (1) bid, on September 17, 2014. The only responsive bid was from Unifirst, and is approximately $9,536 more than their 2009 bid. This amount is still within the competitive bid range received during the 2009 bid process.

FUNDING/FISCAL IMPACT

The funding for this project was not fully budgeted as the bid was not received until September 17, 2014 and the FY15 budget had already been approved. The balance not covered within the uniform line items will be offset within the overall Public Works FY15 budget.

PURCHASING REVIEW

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

TOWN ATTORNEY REVIEW

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

Attachments

cc: Eric B. Brown, P.E., Assistant Director of Public Works
Adis Pedraza, Purchasing Manager

RESOLUTION NO. 157-2014

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, AWARDING BID NO. 2014-22 AND APPROVING A PURCHASE ORDER TO UNIFIRST CORPORATION, FOR UNIFORM RENTAL AND CLEANING SERVICES, IN THE AMOUNT OF $25,596.48, AND ESTABLISHING AN OVERALL UNIFORM BUDGET OF $30,000.

* * * * *

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

Section 1. The Town Council of the Town of Palm Beach hereby awards Bid No. 2014-22 and approves a construction contract to Unifirst Corporation., in the amount of $25,596.48 for uniform rental and cleaning, and establishes an overall uniform budget of $30,0000.

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

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

PASSED AND ADOPTED in a regular adjourned session of Town Council of the Town of Palm Beach this 14th day of October 2014.

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

TOWN OF PALM BEACH

BID No. 2014-22
Uniform Rental and Cleaning Services

TABULATION

Vendor:	Unifirst Corp.
Address:	500 SW 13th Terrace
	Pompano Beach, FL 33069
Telephone:	954-783-6369
Fax:	954-783-7756
Contact:	Paul West

Line #	Description	Unit	No. of Emp.	No. of Garments/Emp./ Week	No. of Garments/Week	Price per Unit	Ext. Weekly Total	Annual Total*
BASE BID: Uniform Rental & Cleaning - Lot 1								
1	Shirt, short sleeve; Poly-Cotton Blend - Public Works Employees	EA	37	7	259			
	Shirt, short sleeve; Poly-Cotton Blend - Rec & Police Employees	EA	1	5	5			
				Total - Shirt, short sleeve	264	$0.364	$96.10	$4,996.99
2	Shirt, long sleeve; Poly-Cotton Blend - Public Works Employees	EA	28	7	196			
	Shirt, long sleeve; Poly-Cotton Blend - Rec & Police Employees	EA	2	5	10			
				Total - Shirt, long sleeve	206	$0.364	$74.98	$3,899.17
3	Trousers; Cotton Blend - Public Works Employees	EA	39	7	273			
	Trousers; otton Blend - Rec & Police Employees	EA	2	5	10			
				Total - Trousers	283	$0.47	$133.01	$6,916.52
4	Shorts; Cotton Blend - Public Works Employees	EA	26	7	182			
	Shorts; otton Blend - Rec & Police Employees	EA	1	5	5			
				Total - Shorts	187	$0.45	$84.15	$4,375.80
							Total: Lot 1 (Annual)	**$20,188.48**

Line #	Description	Unit	Qty	Price per Unit	Ext. Weekly Total	Annual Total*
BASE BID: Rental of Additional Items - Lot 2						
1	Shop Towels - Public Works	EA	800	$ 0.06	$ 48.00	$ 2,496.00
2	Shop Towels - Gold Course	EA	50	$ 0.06	$ 3.00	$ 156.00
3	Shop Towels - Police	EA	100	$ 0.06	$ 6.00	$ 312.00
4	Roll Towels	Rolls	6	$ 3.00	$ 18.00	$ 936.00
5	Walk off Mat 3' x 5'	EA	8	$ 2.00	$ 16.00	$ 832.00
6	Walk off Mat 3' x 10'	EA	1	$ 3.50	$ 3.50	$ 182.00
7	Is there any inventory maintenance charge that includes loss of inventory charges for shop towels? If so, how much?	LS	1	$ 9.50	$ 9.50	$ 494.00
					Total: Lot 2	**$5,408.00**

BASE BID SUMMARY

Lot	Description	Total
1	Uniform Rental & Cleaning - Lot 1	$20,188.48
2	Additional Items - Lot 2	$5,408.00
	Total: Lots 1 & 2	**$25,596.48**

Optional Items

Line #	Description	Unit	Price per Unit
1	Shirt, short sleeve - 100% Cotton Blend	EA	$ 0.35
2	Shirt, short sleeve - Flame Retardant	EA	n/a
3	Shirt, long sleeve - 100% Cotton	EA	$ 0.35
4	Shirt, long sleeve - Flame Retardant	EA	$ 0.80
5	Trousers - Flame Retardant	EA	$ 0.90
6	Trousers - Cargo	EA	$ 0.30
7	Shorts - Flame Retardant	EA	n/a
8	Shorts - Cargo	EA	$ 0.30

Replacement Items

Line #	Description	Unit	Price per Unit
1	Shirt, short sleeve - Poly-Cotton Blend	EA	$ 13.00
2	Shirt, long sleeve - Poly-Cotton Blend	EA	$ 13.00
3	Shirt, short sleeve - 100% Cotton	EA	$ 18.00
4	Shirt, long sleeve - 100% Cotton	EA	$ 18.00
5	Trousers	EA	$ 18.00
6	Shorts	EA	$ 16.00
7	Shop Towels (per 100)	EA	$ 0.25
8	Roll Towels	Roll	$ 3.00
9	Walk Off Mat, 3' x 5'	EA	$ 50.00
10	Walk Off Mat, 3' x 10'	EA	$ 85.00

* Annual totals based upon 52 weeks/year

Bid Opening: September 17, 2014 Opened By: John Cmar Witnessed By: Ilyse Valdivia

Minor extension errors noted; Unit price prevails

TOWN OF PALM BEACH

Town Council Meeting on: October 14, 2014

Section of Agenda

Resolutions

Agenda Title

RESOLUTION NO. 158-2014 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Awarding Bid No. 2014-44 and Approving a Purchase Order to Performance Property Management Services, Inc., for Curb Painting and Pavement Marking Services, in the Amount of $84,612.19, and Establishing an Overall Project Budget of $93,000.

Presenter

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

Supporting Documents

- **Memorandum dated September 30, 2014, from H. Paul Brazil, P.E., Director of Public Works**
- **Resolution No. 158-2014**
- **Bid Tab Sheets**

TOWN OF PALM BEACH

Information for Town Council Meeting on: October 14, 2014

To: Mayor and Town Council

Via: Peter B. Elwell, Town Manager

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

Re: Award Bid No. 2014-44 and Approve Contract for Curb Painting and Pavement Marking Services
Resolution No. 158-2014

Date: September 30, 2014

STAFF RECOMMENDATION

Staff recommends that Town Council approve Resolution No. 158-2014 awarding Bid No. 2014-44 and approving a Purchase Order to Performance Property Management Services, Inc., for curb painting and pavement marking services in the amount of $84,612.19 and establishing an overall project budget of $93,000.

GENERAL INFORMATION

The Town typically performs curb painting and line striping in the commercial areas on an annual basis. In the past, staff also solicited separate quotes for any painting or pavement marking services needed due to various road, street, or utility projects as they occurred. Town staff has also performed some of the work when contractors' schedules or purchasing workload prevented timely completion. In those instances, staff installed parking stalls, stop bars, crosswalks and other pavement markings as required. Given the variety of work tasks performed and the numerous purchase orders needed, staff believes the most efficient method of obtaining this service is to contract this work in a comprehensive manner and to include all aspects of pavement markings that are used Town-wide.

The Town therefore issued Bid 2014-44 for these services which include curb painting, line striping, cross walks, stop bars, directional arrows and other miscellaneous types of required pavement markings. On September 25, 2014, the Town received three (3) bids to provide this service. The lowest responsive bidder was Performance Property Management Services, Inc. The overall cost based on the bid quantities is $84,612.19. Services will be scheduled on an as-needed basis with a blanket purchase order in place to cover any work or projects as required. Staff recommends that a small contingency be included, and the overall project budget be established at $93,000.

FUNDING/FISCAL IMPACT

The funding for this project is available within the FY15 Public Works budget.

PURCHASING REVIEW

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

TOWN ATTORNEY REVIEW

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

Attachments

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

RESOLUTION NO. 158-2014

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, AWARDING BID NO. 2014-44 AND APPROVING A PURCHASE ORDER TO PERFORMANCE PROPERTY MANAGEMENT SERVICES, INC., FOR CURB PAINTING AND PAVEMENT MARKING SERVICES, IN THE AMOUNT OF $84,612.19, AND ESTABLISHING AN OVERALL PROJECT BUDGET OF $93,000.

* * * * *

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

Section 1. The Town Council of the Town of Palm Beach hereby awards Bid No. 2014-44 and approves a construction contract to Performance Property Management Services, Inc., in the amount of $84,612.19 for curb painting and pavement parking services, and establishes an overall project budget of $93,000.

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

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

PASSED AND ADOPTED in a regular adjourned session of Town Council of the Town of Palm Beach this 14th day of October 2014.

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

TOWN OF PALM BEACH

Bid No. 2014-44
Curb Painting and Pavement Marking
TABULATION

Vendor:	Driveway Maintenance	Performance Property Management Service	Southwide Industries
Address:	1100 NW 73rd Street	13501 SW 128 Street 114c	4357 Okeechobee Blvd, Suite C4
	Miami, FL 33150	Miami, FL 33185	West Palm Beach, FL 33409
Telephone:	561-512-2062	786-395-4281	561-688-8833
Fax:	561-881-8637	786-395-4281	561-688-8834
Contact:	Brent Porter	Elvis Sicard	John Bierman

Line	Description	Qty	Unit	Price per Unit	Total	Price per Unit	Total	Price per Unit	Total
Curb Painting									
1	Furnish and Install Yellow Curb Painting – as specified	34,288	LF	$ 0.45	$ 15,429.60	$ 0.12	$ 4,114.56	$ 0.80	$ 27,430.40
2	Furnish and Install Red Curb Painting – as specified	2,002	LF	$ 0.45	$ 900.90	$ 0.12	$ 240.24	$ 1.10	$ 2,202.20
3	Furnish and Install Gray Curb Painting – as specified	381	LF	$ 0.45	$ 171.45	$ 0.12	$ 45.72	$ 0.95	$ 361.95
4	Furnish and Install Blue Curb Painting – as specified	191	LF	$ 0.45	$ 85.95	$ 0.12	$ 22.92	$ 0.95	$ 181.45
	Curb Painting Total			$	16,587.90	$	4,423.44	$	30,176.00

TOWN OF PALM BEACH

Bid No. 2014-44
Curb Painting and Pavement Marking
TABULATION

Vendor:	Driveway Maintenance	Performance Property Management Service	Southwide Industries
Address:	1100 NW 73rd Street Miami, FL 33150	13501 SW 128 Street 114c Miami, FL 33185	4357 Okeechobee Blvd, Suite C4 West Palm Beach, FL 33409
Telephone:	561-512-2062	786-395-4281	561-688-8833
Fax:	561-881-8637	786-395-4281	561-688-8834
Contact:	Brent Porter	Elvis Sicard	John Bierman

Line	Description	Qty	Unit	Price per Unit	Total	Price per Unit	Total	Price per Unit	Total
Line Striping - Painted									
1	Furnish and Install 12" White Painted Stop Bars – as specified	2,104	LF	$ 0.63	$ 1,325.52	$ 0.45	$ 946.80	$ 0.70	$ 1,472.80
2	Furnish and Install 12" Cross Walks – as specified	4,691	LF	$ 0.63	$ 2,955.33	$ 0.45	$ 2,110.95	$ 0.70	$ 3,283.70
3	Furnish and Install White Stall Lines - Parking – as specified	28,621	LF	$ 0.32	$ 9,158.72	$ 0.08	$ 2,289.68	$ 0.40	$ 11,448.40
4	Furnish and Install Yellow Center Lines – as specified	96,560	LF	$ 0.32	$ 30,899.20	$ 0.12	$ 11,587.20	$ 0.30	$ 28,968.00
5	Furnish and Install Red Stall Lines – as specified	514	LF	$ 0.32	$ 164.48	$ 0.08	$ 41.12	$ 0.60	$ 308.40
6	Furnish and Install Blue Stall Lines – as specified	150	LF	$ 0.32	$ 48.00	$ 0.08	$ 12.00	$ 0.40	$ 60.00
	Painted Line Striping Total			$	44,551.25	$	16,987.75	$	45,541.30

TOWN OF PALM BEACH

Bid No. 2014-44
Curb Painting and Pavement Marking
TABULATION

Vendor:	Driveway Maintenance	Performance Property Management Service	Southwide Industries
Address:	1100 NW 73rd Street Miami, FL 33150	13501 SW 128 Street 114c Miami, FL 33185	4357 Okeechobee Blvd, Suite C4 West Palm Beach, FL 33409
Telephone:	561-512-2062	786-395-4281	561-688-8833
Fax:	561-881-8637	786-395-4281	561-688-8834
Contact:	Brent Porter	Elvis Sicard	John Bierman

Line	Description	Qty	Unit	Price per Unit	Total	Price per Unit	Total	Price per Unit	Total
Line Striping - Thermoplastic									
1	Furnish and Install 12" White Stop Bars – as specified	2,104	LF	$ 1.82	$ 3,829.28	$ 1.30	$ 2,735.20	$ 1.60	$ 3,366.40
2	Furnish and Install 12" Cross Walks – as specified	4,691	LF	$ 1.82	$ 8,537.62	$ 1.25	$ 5,863.75	$ 1.60	$ 7,505.60
3	Furnish and Install White Stall Lines - Parking – as specified	28,621	LF	$ 0.94	$ 26,903.74	$ 0.35	$ 10,017.35	$ 0.90	$ 25,758.90
4	Furnish and Install Yellow Center Lines – as specified	96,560	LF	$ 0.94	$ 90,766.40	$ 0.42	$ 40,555.20	$ 0.80	$ 77,248.00
5	Furnish and Install Blue Stall Lines – as specified	150	LF	$ 0.94	$ 141.00	$ 0.35	$ 52.50	$ 1.25	$ 187.50
	Thermoplastic Line Striping Total			$	130,178.04	$	59,224.00	$	114,066.40

TOWN OF PALM BEACH

Bid No. 2014-44
Curb Painting and Pavement Marking
TABULATION

Vendor:	Driveway Maintenance	Performance Property Management Service	Southwide Industries
Address:	1100 NW 73rd Street	13501 SW 128 Street 114c	4357 Okeechobee Blvd, Suite C4
	Miami, FL 33150	Miami, FL 33185	West Palm Beach, FL 33409
Telephone:	561-512-2062	786-395-4281	561-688-8833
Fax:	561-881-8637	786-395-4281	561-688-8834
Contact:	Brent Porter	Elvis Sicard	John Bierman

Line	Description	Qty	Unit	Price per Unit	Total	Price per Unit	Total	Price per Unit	Total
Thermoplastic Markings/Symbols Total									
1	Furnish and Install Left Arrow – as specified	28	EA	$ 84.50	$ 2,366.00	$ 45.00	$ 1,260.00	$ 75.00	$ 2,100.00
2	Furnish and Install Right Arrow – as specified	14	EA	$ 84.50	$ 1,183.00	$ 45.00	$ 630.00	$ 75.00	$ 1,050.00
3	Furnish and Install Straight/Right Arrow – as specified	11	EA	$ 84.50	$ 929.50	$ 50.00	$ 550.00	$ 95.00	$ 1,045.00
4	Furnish and Install Straight/Left Arrow – as specified	8	EA	$ 84.50	$ 676.00	$ 50.00	$ 400.00	$ 95.00	$ 760.00
5	Furnish and Install Straight Arrow – as specified	14	EA	$ 84.50	$ 1,183.00	$ 42.00	$ 588.00	$ 75.00	$ 1,050.00
6	Furnish and Install Merge Right Arrow – as specified	2	EA	$ 84.50	$ 169.00	$ 42.00	$ 84.00	$ 75.00	$ 150.00
7	Furnish and Install Wheelchair Symbol – as specified	1	EA	$ 188.50	$ 188.50	$ 40.00	$ 40.00	$ 80.00	$ 80.00
8	Furnish and Install "STOP" Message – as specified	3	EA	$ 136.50	$ 409.50	$ 15.00	$ 45.00	$ 120.00	$ 360.00
9	Furnish and Install "MERGE" Message – as specified	2	EA	$ 136.50	$ 273.00	$ 20.00	$ 40.00	$ 120.00	$ 240.00
10	Furnish and Install "ONLY" Message – as specified	9	EA	$ 136.50	$ 1,228.50	$ 20.00	$ 180.00	$ 120.00	$ 1,080.00
11	Furnish and Install "SCHOOL" Message – as specified	2	EA	$ 136.50	$ 273.00	$ 30.00	$ 60.00	$ 120.00	$ 240.00
12	Furnish and Install Handicap Van-Accessible Access Aisle with lines and hatching – per state guidelines	1	EA	$ 182.00	$ 182.00	$ 100.00	$ 100.00	$ 150.00	$ 150.00
	Thermoplastic Markings/Symbols Total			$	9,061.00	$	3,977.00	$	8,305.00

TOWN OF PALM BEACH

Bid No. 2014-44
Curb Painting and Pavement Marking
TABULATION

Vendor:	Driveway Maintenance	Performance Property Management Service	Southwide Industries
Address:	1100 NW 73rd Street	13501 SW 128 Street 114c	4357 Okeechobee Blvd, Suite C4
	Miami, FL 33150	Miami, FL 33185	West Palm Beach, FL 33409
Telephone:	561-512-2062	786-395-4281	561-688-8833
Fax:	561-881-8637	786-395-4281	561-688-8834
Contact:	Brent Porter	Elvis Sicard	John Bierman

Line	Description	Qty	Unit	Price per Unit	Total	Price per Unit	Total	Price per Unit	Total
BID SUMMARY									
Line	**Description**			**Total**		**Total**		**Total**	
1	**Curb Painting**			$	16,587.90	$	4,423.44	$	30,176.00
2	**Line Striping - Painted**			$	44,551.25	$	16,987.75	$	45,541.30
3	**Line Striping - Thermoplastic**			$	130,178.04	$	59,224.00	$	114,066.40
4	**Thermoplastic Markings/Symbols**			$	9,061.00	$	3,977.00	$	8,305.00
	Base Bid Total			$	200,378.19	$	84,612.19	$	198,088.70

TOWN OF PALM BEACH

Bid No. 2014-44
Curb Painting and Pavement Marking
TABULATION

Vendor:	Driveway Maintenance	Performance Property Management Service	Southwide Industries
Address:	1100 NW 73rd Street	13501 SW 128 Street 114c	4357 Okeechobee Blvd, Suite C4
	Miami, FL 33150	Miami, FL 33185	West Palm Beach, FL 33409
Telephone:	561-512-2062	786-395-4281	561-688-8833
Fax:	561-881-8637	786-395-4281	561-688-8834
Contact:	Brent Porter	Elvis Sicard	John Bierman

Line	Description	Qty	Unit	Price per Unit	Total	Price per Unit	Total	Price per Unit	Total
Mobilization and Additional Services									

Line	Description	Total	Total	Total
1	Mobilization for Painting (Lump Sum per Project)	$ 400.00	$ 250.00	$ 500.00
2	Mobilization for One-Color Thermoplastic Application (Lump Sum per Project for Each Color)	$ 1,850.00	$ 250.00	$ 600.00
3	Mobilization for Two-Color Thermoplastic Application (Lump Sum per Project)	$ 2,223.00	$ 250.00	$ 600.00
4	Thermoplastic Marking/Striping Removal by Grinding (Price per Square Foot, as needed)	$ 5.00	$ 0.75	$ 1.50
5	Mobilization for Marking/Striping Removal by Grinding (Lump Sum per Project)	$ 900.00	$ 250.00	$ 300.00
6	Handicap Stall; Blue Paint; Includes: stall lines, handicap symbol & access aisle – per state guidelines (Price for Each Stall)	$ 35.00	$ 116.00	$ 75.00

Bid Opened on September 24, 2014 at 2:00 PM

Submitted Totals do not match; Base Bid as submitted was $200,054.83; unit price prevails.	Submitted Totals do not match; Base Bid as submitted was $80,692.866; unit price prevails.

Opened by: John Cmar
Witnessed by: Angel Lopez

150

TOWN OF PALM BEACH

Town Council Meeting on: October 14, 2014

Section of Agenda

Resolutions

Agenda Title

RESOLUTION NO. 159-2014 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving Purchase Orders to Duncan Technologies, for Parking Kiosk Services for FY15 in an Amount of $48,850, and Establishing a Project Budget of $58,000.

Presenter

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

Supporting Documents

- **Memorandum dated September 22, 2014, from H. Paul Brazil, P.E., Director of Public Works**
- **Resolution No. 159-2014**

TOWN OF PALM BEACH

Information for Town Council Meeting on: October 14, 2014

To: Mayor and Town Council

Via: Peter B. Elwell, Town Manager

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

Re: Approval of a Purchase Order for Parking Kiosk Services for FY15
Resolution No. 159-2014

Date: September 22, 2014

STAFF RECOMMENDATION

Staff recommends that Town Council approve Resolution No. 159-2014 approving purchase orders to Duncan Technologies, for Parking Kiosk Services for FY15 in an amount of $48,850 and establishing a project budget of $58,000.

GENERAL INFORMATION

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

Town staff schedules twice a week inspections and maintenance on the Town's parking kiosks. During this time they perform testing and remove and replace defective parts and components as needed. Faulty components are returned to Duncan and covered under an extended warranty for repair or replacement and the cost is the same as last year. The replacement of non-warranty parts and batteries (estimated to be about $10,000) is also included in this authorization request.

The software for the kiosks is the AutoTRAX wireless parking management system which includes internet access, system hosting and communication. This system allows for staff to receive notification of failures or alarms. The software, licensing and fees are provided by Duncan. The estimated cost for the extended warranty, spare parts, batteries, and fees is $48,850.

SPECIAL CONSIDERATIONS

Town staff is also identifying alternatives to the current parking kiosks (including cloud based solutions) and will be providing future updates to Town Council on that subject in the near future. In the meantime, for FY15, we need to continue this contract with Duncan.

FUNDING/FISCAL IMPACT

Sufficient funds are available in the approved FY2015 Public Works Department budget for these services.

PURCHASING REVIEW

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

TOWN ATTORNEY REVIEW

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

Attachment

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

RESOLUTION NO. 159-2014

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING PURCHASE ORDERS TO DUNCAN TECHNOLOGIES, FOR PARKING KIOSK SERVICES FOR FY15 IN AN AMOUNT OF $48,850, AND ESTABLISHING A PROJECT BUDGET OF $58,000

* * * * *

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

Section 1. The Town Council of the Town of Palm Beach hereby approves purchase orders to Duncan Technologies, for parking kiosk services for FY15 in an amount of $48,850 and establishes a project budget of $58,000.

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

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

PASSED AND ADOPTED in a regular adjourned session of Town Council of the Town of Palm Beach this 14th day of October 2014.

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

TOWN OF PALM BEACH

Town Council Meeting on: October 14, 2014

Section of Agenda

Resolutions

Agenda Title

RESOLUTION NO. 160-2014 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 Mock Roos & Associates, Inc., in an Amount of $105,105 for Bradley Place Improvements - Royal Poinciana Way to Wells road, and Establishing an Engineering Design and Bid Phase Services budget of $116,000.

Presenter

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

Supporting Documents

- **Memorandum dated September 26, 2014, from H. Paul Brazil, P.E., Director of Public Works**
- **Resolution No. 160-2014**
- **Mock Roos Proposal**

TOWN OF PALM BEACH

Information for Town Council Meeting on: October 14, 2014

TO: Mayor and Town Council

VIA: Peter B. Elwell, Town Manager

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

RE: Approval of a Purchase Order for Design and Bid Phase Engineering Services for Bradley Place Improvements – Royal Poinciana to Wells Road
Accelerated Capital Improvement Program - Phase 2
Resolution No. 160-2014

DATE: September 26, 2014

STAFF RECOMMENDATION

Staff recommends that Town Council approve Resolution No. 160-2014 approving a purchase order for Design and Bid Phase Engineering Services to Mock Roos & Associates, Inc. (Mock Roos), for Bradley Place Improvements - Royal Poinciana Way to Wells Road, in the amount of $105,105 and establishing an engineering design and bid phase services budget of $116,000.

GENERAL INFORMATION

Contained within the Accelerated Capital Improvement Program (ACIP) Phase 2 is the design and construction of Bradley Place from Royal Poinciana Way to Wells Road.

Staff has received complaints regarding the drivability of Bradley Place from Royal Poinciana Way to Wells Road. As a result, the reduction of the humps in this section of roadway was included in Phase 2 of the ACIP.

Mock Roos has been asked by staff to submit a proposal to survey the corridor and prepare plans to correct the drivability of Bradley Place. Their scope of work will also include evaluating sidewalks, curb ramps, curbing, drainage, sanitary sewer system, coordinating with those two condominiums that plan to underground overhead facilities, coordinating with FDOT as it relates to the new roadway alignment at the intersection with Royal Poinciana Way, and coordination of potential future projects to include street lighting and signalization and mast arm improvements through the corridor. We will also coordinate with FPL as it relates to either hardening or undergrounding in this area.

We have negotiated an Engineering Design and Bid Phase Service contract with Mock Roos in the amount of $105,105. Staff recommends a Design and Bid Phase Service contingency of ten (10) percent, resulting in a total budget of $116,000.

FUNDING/FISCAL IMPACT

Funding for Bradley Place Improvements – Royal Poinciana Way to Wells Road 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
Michael Roach, P.E., Project Engineer
Adis Pedraza, Purchasing Manager

RESOLUTION NO. 160-2014

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 MOCK ROOS & ASSOCIATES, INC. , IN AN AMOUNT OF $105,105 FOR BRADLEY PLACE IMPROVEMENTS – ROYAL POINCIANA WAY TO WELLS ROAD, AND ESTABLISHING AN ENGINEERING DESIGN AND BID PHASE SERVICES BUDGET OF $116,000.

* * * * *

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

Section 1. The Town Council of the Town of Palm Beach hereby approves a purchase order to Mock Roos & Associates, Inc., in an amount of $105,105 for Design and Bid Phase Engineering Services for Bradley Place Improvements – Royal Poinciana Way to Wells Road, and establishes an engineering design and bid phase services budget of $116,000.

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 Town Council of the Town of Palm Beach this 14th day of October 2014.

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

MOCK • ROOS
ENGINEERS • SURVEYORS • PLANNERS

September 26, 2014

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

Ref. No.: B4033.00
Subject: Bradley Place Pavement Rehabilitation
Professional Design Phase Services

Dear Mr. Roach:

We are submitting the attached *Proposal to Provide Design Phase Services for Pavement Rehabilitation of Bradley Place from Royal Poinciana Way through Wells Road Intersection*. 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 $105,105.

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

I:\mk\b4033.00\scope and fee proposal rev- 092514-dt.doc

Mock, Roos & Associates, Inc.
5720 Corporate Way, West Palm Beach, Florida 33407-2066, (561) 683-3113, fax 478-7248

Proposal to Provide Design for Pavement Rehabilitation of Bradley Place from Royal Poinciana Way to through Wells Road Intersection

Services to be provided by: Mock•Roos

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

Proposal Date: September 26, 2014

Proposal Terms

A. Scope of Services

The project includes approximately 0.56 miles of roadway pavement rehabilitation along Bradley Place, from Royal Poinciana Way to Coral Lane. The existing pavement varies from about 22 feet wide (2 lanes) at the northern end, to about 36 feet wide (2 travel lanes with street parking) at the southern end. The existing pavement surface has experienced significant variations in riding surface due to previous underground utility and/or pavement construction that has left manhole covers and valve boxes at varying elevations. The majority of "F" curbing and sidewalk appear to be in acceptable condition, although some broken pieces may need to be replaced. On the west side of the road at the northern end is "D" curbing which does not effectively provide for collection and transmission of drainage runoff. There are also signs of pavement distress and cracking in several locations due to the uneven roadway surface. The original roadway dates back over 50 years. The condition of the base and sub-base is uncertain, as well as the presence of continuous cross slope and longitudinal slope, all of which should be determined as part of this pavement rehabilitation project.

Mock•Roos will perform design phase services with the following primary objectives:

1. Reconstruction (either full reconstruction, mill and overlay, or a combination) of the pavement between existing curbs to provide for a smooth, generally 2% cross slope to promote positive drainage off the pavement surface.

2. Re-setting of existing manhole covers and water valve box covers to match the newly reconstructed pavement surface.

3. Determination of the depth of pavement rehabilitation required based on geotechnical data obtained under this project scope. This depth of rehabilitation may vary throughout the project limits, as required.

4. Evaluation and correction of existing curb and sidewalk conditions within the project limits to determine those areas in conflict with ADA criteria.

5. Correction of existing curbs that are determined to be broken, or inappropriate curbing and/or addition of curb as necessary.

6. Correction of any other components of the roadway which may be appropriate, including underground drainage and/or sanitary sewer pipelines that may have failed. Including review of drainage structure sizing and/or sanitary manhole conditions.

Mock•Roos will provide services as follows:

1. Perform topographic field survey tasks:

    a. Perform research and calculations to prepare the field control sheet to recover and/or re-establish the horizontal and vertical control for the project corridor.

    b. Recover and/or reset horizontal and vertical control. Elevations will be based upon National Geodetic Vertical Datum 1929.

    c. Field locate, using conventional survey, roadway centerline and edge of pavement at 100-foot intervals, and at major ground elevation changes to depict existing ground profile at proposed project area. Cross-sections will generally consist of top or face of curb, edge of pavement, centerline, edge of pavement, top or face of curb and extend up to 10 feet beyond the existing right-of-way.

    d. Obtain additional topo at each intersection extending at least 25 feet beyond the Bradley Place right-way into the cross street.

    e. Prepare a topographic base drawing for use in preparing contract plans. This will be based on a topographic survey along the route, showing all visible features such as signs, light poles, utilities, walks, edges of pavement, curbing, drainage structures, manhole covers, valve boxes, etc.

2. Conduct up to two field reviews and note any areas that require special preparation prior to design and paving work. Incorporate all information from the field review to the base drawings. Perform site meeting with Town to review potential improvements.

3. Obtain up to 12 pavement cores to determine existing pavement materials, thickness, and condition. Obtain up to 3 SPT borings approximately 10 feet deep each to determine the underlying sub-grade soil conditions. These will be obtained at locations agreed to by the Town and Engineer. Prepare brief letter report documenting findings.

4. Perform up to 12 soft digs to verify existing utility vertical elevations as necessary. Task includes MOT.

5. Prepare preliminary engineering plan for improvements that will identify the proposed pavement rehabilitation/resurfacing typical section(s), the limits of work, including curb repair or replacement and/or additional curbing as necessary, surface drainage improvements, underground pipeline repair, and other improvement items determined necessary. Coordination with utility companies, other design consultants, and the Town regarding potential impacts to other facilities will be performed as part of this task. The preliminary plan will be reviewed with the Town Engineer prior to commencement with Contract Plan preparation.

6. Prepare Contract Documents for bidding and construction of the pavement rehabilitation project. The documents will be prepared in one package to be bid and constructed as one single phase project. Construction plans will be prepared in conformance with FDOT, and Town of Palm Beach standards, as appropriate, and consist of the following:

   a. Roadway typical sections and specifications for the following:

      1.) Milling and Re-surfacing, or pavement overlay of the entire roadway and portions of side streets, as appropriate. Depths to be determined by engineering and cost analysis.

      2.) Full-depth Pavement Reconstruction (sub-grade, base, asphalt) up to the final surface course, where determined appropriate.

   b. Associated details for pavement connections, concrete curbing and related appurtenances.

   c. General and specific Paving/Construction Notes to address contractor requirements, utility adjustments, coordination with utility companies, maintenance of traffic during construction, and property owners association security requirements, along with any conditions applicable to the performance of work.

   d. Pavement Marking Plans indicating specified paint/thermoplastic applications and reflective pavement markers, in accordance with MUTCD and local standards. The use of temporary striping and replacement of wire loops to be addressed, as necessary.

7. Provide the Town with progress submittals at the approximate 60% and 95% completion for review and comments.

8. Prepare estimates of milling, asphalt resurfacing, full-depth reconstruction, utility adjustments, pipeline repairs/replacements, concrete curb replacement, pavement markings, and all other applicable items of work for the project at each progress submittal. A final estimate will be provided at completion of the project when the Town is ready to bid the project.

9. Prepare Bid Documents with technical specifications, as necessary, and a Bid Form along with measurement and payment provisions for bidding by the Town. It is anticipated that the Town

will advertise, distribute and receive construction bids for the project. Provide one hard copy and electronic versions of the documents to the Town.

10. Prepare phasing plans to facilitate Town constructing project over 2 construction seasons.

11. Perform coordination with other projects proposed within the project corridor. Projects may include adjacent property owner underground utility projects, City of West Palm Beach watermain projects, and other Town projects.

12. Regulatory Agency Permitting will not be required, as the project is considered facility maintenance with no increase of impervious area created and no significant changes proposed to underground utility systems.

13. Provide overall management of the Project Team activities, including coordination of survey and geotechnical engineering during the course of the project. Mock Roos' Project Manager and Engineers will attend meetings with Town staff, utility companies, the Palm Beach County Traffic Engineering Division regarding signal loop detectors at the intersections of Sunrise Avenue and Royal Poinciana Way, and other interested parties, to review progress and project issues as they arise. This Project Management task is primarily intended to cover activities occurring during Tasks 1 through 9 above.

14. Attend the Pre-Bid meeting for construction, assist Town staff in answering contractor questions, and provide written responses to questions, as determined necessary.

B. 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.

C. Fees and Rates:

1. The total fee to provide the Scope of Services on an hourly basis with a not to exceed fee of $105,105.

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.

D. 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.

E. 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: _____ 9/26/14

Name: Garry G. Grubet, P.E.

Title: Vice President

Date: September 26, 2014

TOWN OF PALM BEACH

Town Council Meeting on: October 14, 2014

Section of Agenda

Resolutions

Agenda Title

RESOLUTION NO. 161-2014 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving a Purchase Order for Engineering Design and Bid Phase Services to Chen Moore & Associates, Inc., in the Amount of $71,030 for the Ridgeview Drive, Cherry Lane, and West Indies Drive Drainage Improvements, and Establishing an Engineering Design and Bid Phase Services Budget of $120,000.

Presenter

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

Supporting Documents

- **Memorandum dated September 22, 2014, from H. Paul Brazil, P.E., Director of Public Works**
- **Resolution No. 161-2014**
- **Chen & Associates Proposal**

TOWN OF PALM BEACH

Information for Town Council Meeting on: October 14, 2014

To: Mayor and Town Council

Via: Peter B. Elwell, Town Manager

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

Re: Approval of a Purchase Order for Engineering Design and Bid Phase Services for Ridgeview Drive, Cherry Lane, and West Indies Drive Drainage Improvements Accelerated Capital Improvement Program – Phase 2
Resolution No. 161-2014

DATE: September 22, 2014

STAFF RECOMMENDATION

Staff recommends that Town Council approve Resolution No. 161-2014 approving a purchase order to Chen Moore and Associates, Inc., for engineering design and bid phase services in the amount of $71,030 for Ridgeview Drive, Cherry Lane, and West Indies Drive Drainage Improvements and establishing an engineering design and bid phase services budget of $120,000.

GENERAL INFORMATION

In a continued effort to improve roadway drainage within the Town, Ridgeview Drive, Cherry Lane, and West Indies Drive were selected to have their ponding and drainage issues corrected. While many of the streets throughout the island experience some flooding and ponding during rainfall, these streets were identified as having some of the more severe flooding issues during even moderate rainfall. For example, portions of Ridgeview Drive have severe ponding for days after a rainfall event, the east end of West Indies Drive retains the majority of the rainfall runoff in the road and driveways, and Cherry Lane, particularly in front of 222, has severe ponding for days at a time.

The proposed scope of the projects include installation of new drainage structures and pipe, reconstruction and regrading of the roads, addition of curb and gutter to ensure that water travels to existing drainage structures, milling, and resurfacing.

Town staff has secured a proposal from Chen Moore & Associates, Inc. for them to conduct field reviews of the drainage issues and standing water on the aforementioned streets. The Consultant will prepare plans, specifications, and a construction estimate to resolve the drainage and standing water issues.

In addition, the City of West Palm Beach is considering completing water main improvements within the project limits. The design costs for the associated water main work is $38,160 as shown in the Chen Moore & Associates, Inc. proposal, which is to be reimbursed by the City

of West Palm Beach. The cost for the City of West Palm Beach design work will be included in the project budget and will only be used if the City of West Palm Beach decides to proceed with the design effort.

We have negotiated a design and bid phase services contract with Chen Moore and Associates, Inc. in the amount of $71,030 for the scope of services identified in their proposal. Staff recommends a total design and bid phase services budget of $120,000 which includes $38,160 for the City of West Palm Beach water main design and $10,810 in general contingency.

FUNDING/FISCAL IMPACT

Funding for this project 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 Brown, P.E., Assistant Director of Public Works
William K. Francis, P.E., Town Engineer
Jeffrey M. Sanon, P.E., Project Engineer
Douglas Terry, Water Resources Division Manager
Adis Pedraza, Purchasing Manager

RESOLUTION NO. 161-2014

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING A PURCHASE ORDER FOR ENGINEERING DESIGN AND BID PHASE SERVICES TO CHEN MOORE & ASSOCIATES, INC., IN THE AMOUNT OF $71,030 FOR THE RIDGEVIEW DRIVE, CHERRY LANE, AND WEST INDIES DRIVE DRAINAGE IMPROVEMENTS, AND ESTABLISHING AN ENGINEERING DESIGN AND BID PHASE SERVICES BUDGET OF $120,000.

* * * * *

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 engineering design and bid phase services to Chen Moore & Associates, Inc., in the amount of $71,030 for the Ridgeview Drive, Cherry Lane, and West Indies Drive Drainage Improvements and establishes an engineering design and bid phase services budget of $120,000.

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 14th day of October 2014.

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

500 Australian Ave South, Suite 530
West Palm Beach, FL 33401
Telephone: (561) 746-6900
Fax: (561) 746-8333

Jeff Sanon
Project Engineer,
Town of Palm Beach
951 Old Okeechobee Road,
West Palm Beach, FL 33401

September 17, 2014

Subject: Scope of Professional Services,
Ridgeview Dr., Cherry Lane, and West Indies Dr. Drainage Improvements

Dear Mr. Sanon,

Chen Moore and Associates (CMA) is pleased to provide this Scope of Service in support of the Town of Palm Beach Public Works (TOWN) addressing drainage issues on Ridgeview Drive, Cherry Lane and West Indies Drive. CMA recently met with the TOWN and visited the site. It was determined that ponding issues are due to roadway deficiencies which can be resolved with the addition of curbing and drainage. This Scope of Service is in accordance with the continuing contract between Chen Moore and Associates and the Town of Palm Beach.

SCOPE OF SERVICES

This scope of service will include the following:

- Coordination with TOWN
- Coordinate with the South Florida Water Management District
- Identify underground utilities
- Field Survey
- Prepare roadway improvement plans
- Permitting
- Bidding Assistance

This scope will NOT include the following:

- Easement Acquisition (not anticipated)
- Sanitary Sewer Improvements
- Construction Administration

The professional engineering services and the associated fees are described below.

TASK 1 - FIELD INVESTIGATION AND COORDINATION

1.1 Survey Coordination: ENGINEER shall coordinate with a licensed surveyor in order obtain the required topographic data within the project limits. Licensed surveyor shall establish a control traverse and bench marks (North American Vertical Datum of 1988) at sufficient intervals to support the topographic survey to be utilized on the design plans. Locate all above ground features within the right-of-way of the existing roads according to the following schedule, including pavement, paved swales, sidewalks, fences, light poles, handrails, storm manholes, catch basins, electric boxes, handholes, curbs, valve boxes, sanitary sewer manholes, driveway types, edges and corners, trees, overhanging trees in the right-of-way, meter boxes, centerline and crown of the roads, irrigation systems, fire hydrants and valves, overhead utilities. Locate underground features of sanitary manholes, storm manholes, and catch basins. This will not constitute a boundary or right-of-way survey as defined in the Minimum Technical Standards for Land Surveying and Mapping. Ownership and title searches are not included.

1.2 Utility Coordination: ENGINEER will review all existing record drawings, design plans, utility atlases, and GIS data for the project area to develop the alignment of the proposed piping. ENGINEER shall perform a Sunshine One design ticket call, send letters to all identified utilities, collect utility location information and digitize utility locations for drawings. ENGINEER shall coordinate with a subsurface utility engineering (SUE) firm for the performance of up to 5 utility testholes to locate any existing underground utilities within the project limits. SUE firm shall provide equipment and labor, or the services of a qualified subconsultant, for exploratory subsurface test holes ("soft digs") for certain existing underground utilities as determined by the ENGINEER..

1.3 Field Verification: ENGINEER shall conduct field visits to assess the existing conditions of the project area and to verify the topographic survey.

1.4 Geotechnical Coordination: ENGINEER will coordinate with a geotechnical engineering firm to perform soil borings in the project area. It is estimated that three (3) asphalt samples and 1 infiltration tests will be performed to assess the base properties of the roadway and soil conditions.

1.5 Coordination with TOWN: ENGINEER will coordinate with TOWN to determine roadway ponding and overlay requirements.

1.6 Coordination with Other Agencies: ENGINEER will attend meetings with regulatory and permitting agencies to incorporate all requirements set forth by SFWMD, TOWN and all other permitting agencies relevant to the project.

TASK 2 – 35% CONCEPTUAL DESIGN SUBMITTAL

2.1 Plans: ENGINEER will prepare and submit conceptual design drawings to Project Manager for review. The drawings will consist of the existing conditions and a conceptual design for review by the TOWN. Chen Moore and Associates will submit two half size (11"x17") plan sets and one full size pdf (24x36) to the TOWN as part of this submittal.

2.2 Progress Meeting TOWN: ENGINEER will attend one review meeting with TOWN to discuss the 35% plans and obtain any review comments.

TASK 3 – 60% DESIGN SUBMITTAL

3.1 Plans: ENGINEER will prepare and submit preliminary design drawings to Project Manager for review. The drawings will consist of the existing conditions, preliminary design with profiles for review by the TOWN. Chen Moore and Associates will submit two half size (11"x17") plan sets and one full size pdf (24x36) to the TOWN as part of this submittal.

3.2 Progress Meeting TOWN: ENGINEER will attend one review meeting with TOWN to discuss the 60% plans and obtain any review comments.

TASK 4 – 90% DESIGN PLANS AND PERMIT

4.1 Design Submittal: ENGINEER shall prepare a 90% design submittal, which will include the plans for the proposed roadway and drainage improvements. Chen Moore and Associates will submit up to 2 half size (11"x17") plan sets and one full size pdf (24x36) to the TOWN as part of this submittal. The 90% design submittal will incorporate comments from TOWN regarding drainage design and proposed roadway improvements.

4.2 Permit Submittal: ENGINEER shall prepare and submit applications for the permits necessary to authorize the project to be bid. The potential permits include:

-South Florida Water Management District

4.3 Modifications: ENGINEER shall incorporate any revisions made by permit agencies into design drawings.

4.4 Cost Estimate: ENGINEER shall submit a cost estimate of the probable construction costs which will reflect the proposed improvements included within the 90% design plans.

4.5 Progress Meeting: ENGINEER will attend one progress meeting with the TOWN to discuss the 90% plan submittal and any review comments from the agencies.

TASK 5 – 100% FINAL DESIGN

5.1 Design Submittal: ENGINEER shall prepare a 100% final design plan which addresses previous review comments from the TOWN and all regulatory agencies. ENGINEER will submit up to 2 half size (11”x17”) plan sets and one full size pdf (24x36).

5.2 Contract Documents: ENGINEER shall prepare 100% construction documents including technical specifications, final quantity list and additional special provisions as required by the TOWN.

5.3 Cost Estimate: ENGINEER shall prepare a final cost estimate, which will be within 10% accuracy of construction cost for the time period at which the cost estimate was prepared. The cost estimate will be submitted with the final design plans and shall indicate all construction costs for items within the final design drawings.

TASK 6 – REIMBURSABLES

The following are estimated costs of reimbursable expenses. The RBUD will only pay for those services which were used.

6.1 Printing: The costs for the printing and reproduction costs for submittal material will be billed to the project.

6.2 Survey: The costs for professional survey will be billed to the project.

6.3 Utility Locates: The costs for utility locates will be billed to the project.

6.4 Geotechnical Investigation: The costs for test holes will be billed to the project.

TASK 7 – OPTIONAL SERVICES - WEST PALM BEACH WATER MAIN REPLACEMENT

7.1 Additional Coordination: ENGINEER shall coordinate with City of West Palm Beach and all permit agencies as necessary to support the replacement of water main in the project areas.

7.2 Additional Design and Permitting: ENGINEER shall include water main replacement as part of the 35%, 60%, 90% and 100% final design. ENGINEER shall prepare and submit all necessary permits. This task may require additional survey and utility locates.

ASSUMPTIONS

- This proposal does not include any services required for easement or right-of-way acquisitions.
- This proposal does not include any services required for bidding assistance or construction administration.

- All review comments from the TOWN on each design submittal shall be provided to ENGINEER at one time. Any revisions due to additional comments may result in the need for additional services.
- TOWN shall provide all required respective permit fees.

DELIVERABLES

Chen Moore and Associates will provide the following deliverables at each submittal:

Design plans:
- 2 half size sets (11”x17”) at 35%, 60%, 90% and 100% submittal
- 4 half size sets (11”x17”) for permitting submittals
- 1 digital CAD copy
- 1 full size set (24”x36”) digital PDF copy at 100%

Technical Specifications:
- 1 copy at 100% submittal

Digital Copies:
- Final Design Drawings (AutoCAD format)
- Final Design Drawings (PDF format)
- Technical specifications (Word format)
- Technical specifications (PDF format)

ENGINEERING FEES AND SCHEDULE

The fees and schedule for the above tasks are as follows. Schedule depends on approval of TOWN.

ITEM	**COST**	**SCHEDULE**
TASK 1 – FIELD INVESTIGATION AND COORDINATION	$6,610	Ongoing
TASK 2 – 35% CONCEPTUAL DESIGN SUBMITTAL	$6,375	30 Days
TASK 3 – 60% DESIGN SUBMITTAL	$8,495	60 Days
TASK 4 – 90% DESIGN PLANS AND PERMIT	$18,880	60 Days
TASK 5 – 100% DESIGN	$8,520	Pending Permit
TASK 6 – REIMBURSABLES	$16,100	N/A
TASK 7 – BIDDING ASSISTANCE	$6,050	
TOTAL	**$71,030**	**140 Days***

TASK 8 – OPTIONAL SERVICES - WEST PALM BEACH WATER MAIN REPLACEMENT	$38,160	**As above**

The tasks will be billed according to the following schedule. Lump Sum Tasks (Task 1 – 5 and 7) will be billed on a monthly basis according to the percentage completion of the project. Reimbursable Expenses (Task 6) will be billed at cost.

ITEMS	**Total**
Lump Sum Tasks Total (Task 1 - Task 5, Task 7)	$54,930
Reimbursable Expenses (Task 6)	$16,100
TOTAL	**$71,030**

See Attachment for a breakdown of fees.

James Barton
Chen Moore and Associates

TOWN OF PALM BEACH

Town Council Meeting on: October 14, 2014

Section of Agenda

Consent - Other

Agenda Title

Appointment of "Blue Ribbon" Panel
Per PERC Ordinance Appendix "A" Section 1.003.

Presenter

Danielle Olson, Director of Human Resources

Supporting Documents

- **Memorandum dated October 3, 2014, from Danielle Olson, Director of Human Resources**

TOWN OF PALM BEACH

Information for Town Council Meeting on: October 14, 2014

To: Mayor and Town Council

Via: Peter B. Elwell, Town Manager

From: Danielle Olson, Director of Human Resources

Re: Appointment to "Blue Ribbon" Panel per PERC Ordinance Appendix "A" Section 1.003

Date: October 3, 2014

STAFF RECOMMENDATION

Staff recommends Town Council appoint a "blue ribbon" panel, consisting of the chairman of the Citizens Association of Palm Beach and the president of the Palm Beach Civic Association (or their designees). It will be the responsibility of the "blue ribbon" panel to recommend one or more qualified individuals for appointment to the Town's Public Employees Relations Commission (PERC). That appointment will be made by the Town Council at its meeting of November 13, 2014.

GENERAL INFORMATION

According to the Town's Code of Ordinances, Appendix A. Section 1.003, the Public Employees Relations Commission (PERC) shall be composed of a chairman and two other members to be appointed by the Town Council from a list of persons submitted by an independent "blue ribbon" panel appointed by Town Council. The employee representative position held by Peter Graves is expiring. Staff will advise the panel whether or not Mr. Graves' expresses a desire to be considered for another four-year term.

It has been the past practice of the Town Council to appoint the chairman of the Citizens Association of Palm Beach and the president of the Palm Beach Civic Association (or their designees) to form the "blue ribbon" panel. The task for the "blue ribbon" panel will be to submit one or more qualified individuals for appointment by the Town Council as the Employee Representative on the PERC. If Town Council approves moving forward in the usual manner, this year's "blue ribbon" panel would be comprised of Ned Barnes, President of the Palm Beach Civic Association and Bruce Heyman, 1st Vice Chairman of the Citizens Association of Palm Beach. The Director of Human Resources has historically served as facilitator of the panel, and will do so again this time. If Town Council desires a new method regarding the formation of the "blue ribbon" panel, please pull this item from the consent agenda on October 14, 2014, and provide staff with additional direction.

TOWN OF PALM BEACH

Town Council Meeting on: October 14, 2014

Section of Agenda

Consent - Other

Agenda Title

Authorization of a Selection Committee
for Paving and Roadway Improvements Contractors.

Presenter

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

Supporting Documents

- **Memorandum dated September 18, 2014, from H. Paul Brazil, P.E., Director of Public Works**

TOWN OF PALM BEACH

Information for Town Council Meeting on: October 14, 2014

To: Mayor and Town Council

Via: Peter B. Elwell, Town Manager

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

Re: Authorization of a Selection Committee for Paving and Roadway Improvements Contractors

Date: September 18, 2014

STAFF RECOMMENDATION

Staff recommends that Town Council approve the selection team identified below and direct staff to receive, review, short list, conduct interviews, and return to Town Council with a recommendation to prequalify the selected contractors to bid on future Town paving and roadway improvement projects.

GENERAL INFORMATION

Most of the Phase 2 Accelerated Capital Improvement Program projects consist of, or require, road reconstruction, milling and resurfacing, curb and gutter, miscellaneous drainage improvements, etc. These projects, in addition to the Town's general pavement management projects, constitute a significant amount of paving. Historically, the paving scope of work has been added to projects at a premium cost since the majority of the project scope is utility related. In order to create a more competitive bidding environment, as well as retaining pre-selected paving contractors that have a proven track record of successful projects, Public Works is of the opinion that we should prequalify a group of Paving and Roadway Improvements Contractors in support of the Accelerated Capital Improvement Phase 2 and general pavement management projects.

The process includes establishing a review team that evaluates the qualifications submitted by the firms that express an interest in the projects. The Selection Team consists of the following members:

1. Public Works Committee Chair: Michael J. Pucillo
2. The Town Manager's Designee: Jay Boodheshwar, Director of Recreation and Special Projects
3. The Public Works Director's Designees: William K. Francis, P.E., Town Engineer; and Eric Brown, P.E., Assistant Director of Public Works
4. Another individual deemed appropriate by the Town Manager: Cheryl Somers, Assistant Director of Finance
5. Non-voting member: H. Paul Brazil, P.E., Director of Public Works

FUNDING/FISCAL IMPACT

There is no fiscal impact associated with approval of this selection committee.

PURCHASING REVIEW

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

cc: Selection Committee Members
Jane Struder, Director of Finance
Adis Pedraza, Purchasing Manager

TOWN OF PALM BEACH

Town Council Meeting on: October 14, 2014

Section of Agenda

Consent - Other

Agenda Title

Authorization of a Selection Committee
for Signalization and Mast Arm Upgrades and Final Design

Presenter

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

Supporting Documents

- **Memorandum dated September 30, 2014, from H. Paul Brazil, P.E., Director of Public Works**

TOWN OF PALM BEACH

Information for Town Council Meeting on: October 14, 2014

To: Mayor and Town Council

Via: Peter B. Elwell, Town Manager

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

Re: Authorization of a Selection Committee for Town-Wide Signalization and Mast Arm Upgrades Final Design

Date: September 30, 2014

STAFF RECOMMENDATION

Staff recommends that Town Council approve the selection team identified below and direct staff to: receive, review, short list, conduct interviews, and return to Town Council with a recommendation to select an Engineering Professional to provide final design services on the project.

GENERAL INFORMATION

The planning phase (conceptual design) will be completed by Kimley-Horn and Associates, which is one of the professional engineering firms under continuing contract to the Town. To comply with the applicable State regulations, we will need to advertise a Request for Qualifications (RFQ) and establish a selection committee to recommend the professionals who will provide the detailed design and oversee construction of the project.

In accordance with Town Procedures, the Council may defer to a Selection Team consisting of the following:

1. Public Works Committee Chair: Michael J. Pucillo
2. The Town Manager's Designee: Jane Struder, Finance Director
3. The Public Works Director's Designee: Eric Brown, P.E., Assistant Director of Public Works
4. Another individual deemed appropriate by the Town Manager: William Francis, P.E., Town Engineer
5. Non-voting member: H. Paul Brazil, P.E., Director of Public Works

FUNDING/FISCAL IMPACT

There is no fiscal impact associated with approval of this selection committee.

PURCHASING REVIEW

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

cc: Selection Committee Members
Jane Struder, Director of Finance
Adis Pedraza, Purchasing Manager

TOWN OF PALM BEACH

Town Council Meeting on: October 14, 2014

Section of Agenda

Consent - Other

Agenda Title

Authorization of Request for Qualifications (RFQ)
for Construction Management at Risk Services
for the D-4 and D-10 Pump Station Improvements.

Presenter

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

Supporting Documents

- **Memorandum dated September 22, 2014, from H. Paul Brazil, P.E., Director of Public Works**

TOWN OF PALM BEACH

Information for Town Council Meeting on: October 14, 2014

To: Mayor and Town Council

Via: Peter B. Elwell, Town Manager

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

Re: Authorization of Request for Qualifications (RFQ) for Construction Management at Risk Services for the D-4 and D-10 Pump Station Improvements
Accelerated Capital Improvement Program – Phase 2

Date: September 22, 2014

STAFF RECOMMENDATION

Staff recommends that Town Council authorize and direct staff to proceed with a Request for Qualifications (RFQ) for Construction Management at Risk Services for the D-4 and D-10 Pump Station Improvements, as authorized under the Florida Statutes, Chapter 287.055, known as the Consultants Competitive Negotiation Act (CCNA), to receive, review, short list, conduct interviews, and return to the Town Council with a recommendation to enter into a contract with the selected contractor.

GENERAL INFORMATION

Contained within the Accelerated Capital Improvement Program is the construction phase of the improvements to the D-4 and D-10 Storm Water Pump Stations. The D-10 Pump Station is located at 1060 North Lake Way (at the intersection of North Lake Way and Via Marila) and the D-4 Pump Station is located at 445 North Lake Way (just south of Miraflores Drive). The projects consist of replacing aging hydraulically driven pumps with electrically driven pumps, upgrading electrical and mechanical systems, and correcting any structural deficiencies.

Construction of these projects was initially placed on hold due to the closure of the Flagler Memorial Bridge. On November 1, 2014, the Flagler Memorial Bridge is scheduled to be reopened to the public. With the goal of completing these projects in a more efficient and time sensitive manner, staff has reviewed several different contracting methods that were used on previous projects. These procurement methods consist of public bid, establishment of pre-qualified contractor for specified services, and construction management at risk.

The use of the construction management at risk as a construction delivery method, while not appropriate for every project, is a comprehensive construction process and has been very successful and cost-effective for the Town on several projects including the renovation of Town Hall, the D-15 Pump Station, A-39 to A-7 Force Main Replacement, Worth Avenue Improvements, and most recently the Par 3 Clubhouse. The construction management at risk delivery method employs the use of a construction professional to assist staff and designers early

on in a project to establish and control scope, establish schedules, provide value engineering, conduct competitive bidding, provide construction administration, and to close out the project. Given the time-sensitive nature and strict schedule of the project due to the Flagler Bridge and season, staff believes this is the best delivery method. It is also our recommendation to combine the two projects into one and have one construction management firm oversee all of the work.

The CCNA process includes establishing a review team that evaluates the qualifications submitted by the firms that express an interest in the project. In accordance with Town Procedures, the Council may defer to a Selection Team consisting of five (5) voting members:

1. Public Works Committee Chair: Michael J. Pucillo
2. The Town Manager's Designee: John Page, Director of Planning, Zoning and Building
3. The Public Works Director's Designees: Jeffrey Sanon, P.E., Project Engineer; Charles R. Langley, P.E. Senior Project Engineer
4. Another individual deemed appropriate by the Town Manager: Cheryl Somers, Assistant Director of Finance
5. Non-voting member: William K. Francis, P.E., Town Engineer

PURCHASING REVIEW

This item has been reviewed by the Purchasing Division.

FUNDING/FISCAL IMPACT

There is no fiscal impact associated with authorization to proceed with this RFQ process.

cc: Jane Struder, Director of Finance
John Page, Director of Planning, Zoning, and Building
Eric Brown, P.E., Assistant Director of Public Works
Cheryl Somers, Assistant Director of Finance
William K. Francis, P.E., Town Engineer
Charles R. Langley, P.E., Senior Project Engineer
Jeffrey M. Sanon, P.E., Project Engineer
Douglas Terry, Water Resources Manager
Adis Pedraza, Purchasing Manager

TOWN OF PALM BEACH

Town Council Meeting on: October 14, 2014

Section of Agenda

Consent - Other

Agenda Title

Waiver of Charitable Solicitation Permit Fees and Late Fees for Four Arts King Library.

Presenter

Jane Struder, Director of Finance

Supporting Documents

- **Memorandum dated October 3, 2014, from Jane Struder, Director of Finance**

TOWN OF PALM BEACH

Information for Town Council Meeting on: October 14, 2014

To: Mayor and Town Council

Via: Peter B. Elwell, Town Manager

From: Jane Struder, Finance Director

Re: Four Arts King Library Request

Date: October 3, 2014

STAFF RECOMMENDATION

Staff requests Town Council approval to waive fees and penalties for charitable solicitation permits for the Four Arts King Library.

GENERAL INFORMATION

The Four Arts King Library provides a unique service for Palm Beach Residents. The Library is partially funded through a Town of Palm Beach appropriation of $306,580 for FY15. If the Town did not make this contribution, Town taxpayers would be assessed the Palm Beach County Library System millage of .6066 which would equate to a cost of $7,734,163 to the Town taxpayers.

The Four Arts is requesting that the Town Council consider waiving the charitable solicitation permit application fee and late fees for a fund raising event they are having in November, pursuant to Town Code Chapter 78, Section 78-78 Waiver of Provisions which states, "The Town Council may in its discretion waive any requirements of this article." Staff has confirmed that the Four Arts King Library is accounted for separately and is not included in the operating budget for the Society of the Four Arts. Staff received and approved all permit paperwork required for the charitable event. Staff believes that due to the significant benefit the Town taxpayers receive from the Four Arts King Library, that the charitable solicitation fees and penalties should be waived.

FUNDING FISCAL IMPACT

The amount being waived for the charitable solicitation permit is $420 and the late fee is $105.

cc: Susan Owens, Town Clerk
Chris Cartrett, Document Management Coordinator

TOWN OF PALM BEACH

Town Council Meeting on: October 14, 2014

Section of Agenda

Regular Agenda - Old Business

Agenda Title

Appeal of Town Code, Chapter 10, Section 10-45,
Dangerous Dog Determination - "Titan," Case No. 14-000675
(per letter dated May 27, 2014 from Julie Leever).
Deferred from the June 10, 2014, Town Council Meeting.

Presenter

Kirk Blouin, Director of Public Safety

Supporting Documents

- **Memorandum dated October 9, 2014, from Kirk W.Blouin, Director of Public Safety**
- **Police Report taken May 4, 2014**
- **Written Statment of Spencer Levey taken May 4, 2014**
- **Notice Letter to Julie Leever dated May 8. 2014**
- **Affidavit of Hand Delivery dated 5-13-14**
- **Report from ACC dated May 6, 2014**
- **Appeal Letter from Julie Leever dated May 27, 2014**
- **Letter from Liz Brown dated June 8, 2014**
- **Sworn Taped Statement of Elizabeth Brown taken August 15, 2014**
- **Sworn Taped Statement of Spencer Levey taken on September 22, 2014**
- **Photograph of injury**
- **Photograph of injury**
- **Photograph of injury**
- **Photograph of Titan**

TOWN OF PALM BEACH

Information for Town Council Meeting on: October 14, 2014

To: Mayor and Town Council

Via: Peter B. Elwell, Town Manager

From: Kirk W. Blouin, Director of Public Safety

Re: Appeal by Julie Leever of Dangerous Dog Determination

Date: October 9, 2014

STAFF RECOMMENDATION

It is recommended that the Mayor and Town Council review Julie Leever's request for appeal of a dangerous dog classification.

GENERAL INFORMATION

On May 4, 2014, Mr. Spencer Levey was bitten by Julie Leever's dog, Titan, while walking his dog on the beach at the east end of Indian Rd. Titan charged at Mr. Levey, put his paws on his shoulders and pushed him to the ground. While Mr. Levy attempted to gather up his dog by its leash, he was bitten on the hand by Titan. Mrs. Leever told Mr. Levey that she was going home to get her husband and would return. Mr. Levey advised he waited 12 minutes before leaving the scene and calling the police. Ofc. Burgoon made contact with Mrs. Leever at her home and she admitted to witnessing her dog bite Mr. Levey on the hand. Photographs of the injuries were taken and Mr. Levey refused medical treatment. Mrs. Leever was issued a Notice of Violation Citation # 9397 for dog running at large and an Animal Bite Report was faxed to Palm Beach County Animal Care and Control. (PBPD Case # 14-675)

Mrs. Leever was notified by the Palm Beach Police Department on May 8, 2014 that sufficient cause was found to classify Titan as a dangerous dog under Chapter 10, Section 10-45 (a) of the Town of Palm Beach Code of Ordinances. On May 27, 2014 Mrs. Leever notified the Town she was appealing the designation of Titan as a dangerous dog and a hearing was scheduled before Town Council on June 10, 2014. At that hearing, James Green, attorney for Mrs. Leever, advised the Council that the dog was currently not in the Town of Palm Beach and requested the case be postponed until the October Town Council meeting.

Subsequently, Mr. Green contacted Lt. Taylor and requested some additional investigation into the incident, advising he had a witness who had not been previously interviewed. On August 20, 2014, Lt. Taylor took a sworn taped statement (attached) from Elizabeth Brown who was with Mrs. Leever at the time of the incident.

After being advised by Mr. Levey that he would not be attending the October Town Council meeting, Lt. Taylor also took a sworn taped statement from him on September 22, 2014 (attached).

On October 9, 2014, Lt. Taylor spoke with Richard DiFilippo, a representative from the James Green law firm who confirmed that in May, the Leever's hired a trainer to work with the family and Titan. A "Dogtra" vibration collar was recommend and subsequently purchased. The family has consistently worked with Titan throughout the summer and relayed that Titan is now, with the use of the collar, under voice command. Mr. DiFilippo stated they will be prepared to provide evidence supporting the usage of the collar and of Titan's work with a private trainer.

According to Chapter 10, Section 10-45 (a), dangerous dog means any dog that
(1) has aggressively bitten, attacked, or endangered or has inflicted severe injury on a human being on public or private property
(2) has severely injured or killed a domestic animal while off the owner's property
(3) has when unprovoked, chased or approached a person upon the streets, sidewalks, or any public grounds in a menacing fashion or apparent attitude of attack, provide that such actions are attested to in a sworn statement by one or more persons and dutifully investigated by the law enforcement officer and
(4) whose owner has been notified by the town police department of the determination that the dog is dangerous.

Attachments

KB/rh

INCIDENT/INVESTIGATION REPORT

Agency Name	Palm Beach Police Department
ORI	FL 0500600
Case#	14-000675
Date / Time Reported	05/04/2014 18:05 Sun
Last Known Secure	05/04/2014 17:30 Sun
At Found	05/04/2014 18:05 Sun

INCIDENT DATA

Location of Incident	Premise Type	Zone/Tract
130 Reef Rd, Palm Beach FL 33480-	Lake/waterway/ocean	5Z5

	Crime Incident(s)		Weapon / Tools	Activity	Entry	Exit	Security
#1	Animal Bite ANM1	(Com)	HANDS/FEET/TEETH				
#2		( )					
#3		( )					

MO

VICTIM

# of Victims 0 | Type: | Injury: | Domestic: N

	Victim/Business Name (Last, First, Middle)	Victim of Crime #	DOB / Age	Race	Sex	Relationship To Offender	Resident Status	Military Branch/Status
V1								

Home Address	Home Phone

Employer Name/Address	Business Phone	Mobile Phone

VYR	Make	Model	Style	Color	Lic/Lis	VIN

OTHERS INVOLVED

CODES: V- Victim (Denote V2, V3) O = Owner (if other than victim) R = Reporting Person (if other than victim)

Type: INDIVIDUAL/ NOT LAW ENFORCEMENT | Injury:

Code	Name (Last, First, Middle)	Victim of Crime #	DOB / Age	Race	Sex	Relationship To Offender	Resident Status	Military Branch/Status
IO	LEEVER, JULIE ANN		12/31/1962 Age 51	W	F		Resident	

Home Address	Home Phone
350 Indian Rd Palm Beach, FL 33480	561-844-8904

Employer Name/Address	Business Phone	Mobile Phone

Type: INDIVIDUAL/ NOT LAW ENFORCEMENT | Injury:

Code	Name (Last, First, Middle)	Victim of Crime #	DOB / Age	Race	Sex	Relationship To Offender	Resident Status	Military Branch/Status
RP	LEVEY, SPENCER L		06/04/1931 Age 82	W	M			

Home Address	Home Phone
130 Reef Rd Palm Beach, FL 000033480	561-844-8904

Employer Name/Address	Business Phone	Mobile Phone
(REAL ESTATE MAN)		

PROPERTY

L = Lost S = Stolen R = Recovered D = Damaged Z = Seized B = Burned C = Counterfeit / Forged F = Found
("OJ" = Recovered for Other Jurisdiction)

VI #	Code	Status Frm/To	Value	OJ	QTY	Property Description	Make/Model	Serial Number

Officer/ID# BURGOON, RYAN (0291140)

Invest ID# (0) | Supervisor SANDMAN, JENNIFER R (0280370)

Status | Complainant Signature | Case Status Open/active 05/04/2014 | Case Disposition: | Page 1

Palm Beach Police Department

Case# *14-000675*

Status Codes L = Lost S = Stolen R = Recovered D = Damaged Z = Seized B = Burned C = Counterfeit / Forged F = Found

	UCR	Status	Quantity	Type Measure	Suspected Type	Up to 3 types of activity
DRUGS						

Assisting Officers

ROSQUETE, C. (0291270)

Suspect Hate / Bias Motivated:

Page 2

NARRATIVE

REPORTING OFFICER NARRATIVE

Palm Beach Police Department

OCA	Victim	Offense	Date / Time Reported
14-000675		*ANIMAL BITE*	*Sun 05/04/2014 18:05*

On Sunday May 4, 2014, at 1805 hours, I was dispatched to a reported Animal Bite at 130 Reef Rd. The details are as follows:

Upon arrival, I met with the reporting party Spencer Levey (W/M DOB 06-04-1932) who stated that at approximately 1730 hours, he was bitten on his left hand by a large unleashed dog, later Identified as Titan, a 5 year old male Golden Retriever. Levey said that while he was walking his dog on the beach at the east end of Indian Rd., a large dog (Titan) charged him and put his paws on his shoulders, pushing Levey to the ground. Levey said while he was trying to grab his dog that was on a leash, the large dog turned and bit him on the left hand. Levey said that the owner of the dog, later identified as Julie Leever (W/F DOB 12-31-1962) a resident at 350 Indian Rd, appeared and gained control of Titan. Leever told Levey she was going home to get her husband and come back. Levey stated he waited for 12 minutes before leaving the scene. Levey declined any medical treatment for his injuries. I later made contact with Leever at 350 Indian Rd. Leever stated that she did witness her dog bite Mr. Levey on the hand. Leever said most of the time, she keeps Titan on a leash, but today she let him off to play with her friend's dog. Leever was able to provide me with a copy of Titan's rabies shots. I issued Leever a Notice of Violation for violating Town Ordinance (10-43 Dog Running at Large).

Photographs of the dog and Levey's injuries were taken and turned into Crime Scene Evidence Unit.

An Animal Bite Report was completed and faxed to Palm Beach County Animal Control. Contact with Animal Control was attempted by phone with negative results at this time.

Palm Beach Police Department

WITNESS STATEMENT

Case#: 14-000675

atement by Stephen Levey DOB: 6/4/31 DL#:

dress: 130 Reef Road Phone #: 844-8904

te: Time: Alt. Phone#:

I was walking my dog near the inlet on a leash. An unleashed dog charged us - put its paws on my shoulders and knocked me down. It then bit my left hand and started to make an attempt to bite my dog.

The owner then appeared. Said her name was Clever and she lived on Indian Road. Refused to give me her phone no. Said she would return home to get her husband. I waited for 15 minutes. She never returned. I called the police

(Use other side if necessary)

and subscribed before me, X [signature], a law enforcement officer for of Palm Beach, Palm Beach County, Florida, this 4TH day of May, A.D. 2014.

TOWN OF PALM BEACH
POLICE DEPARTMENT

DEDICATED TO EXCELLANCE

May 8, 2014

Julie A. Leever
350 Indian Road
Palm Beach, FL 33480

REGISTERED MAIL
RE 073 754 792 US

Dear Ms. Leever,

Based on the investigation conducted by the Palm Beach Police Department documented under Case Number 14-000675, this office has found sufficient cause to classify your dog, a 5 year old Golden Retriever named "Titan" as **dangerous**.

You are hereby notified that "Titan" has been classified by the Town of Palm Beach as **dangerous** under Chapter 10, Section 10-45. If you dispute said classification, you may file a written request for a hearing to appeal the determination to the Town Council within ten (10) days after receipt of this Notice. The appeal shall be in the form of a letter addressed to the Town Clerk. The appeal will be held at the **June 10, 2014** Town Council meeting and their determination shall be final.

Attached to this correspondence is a copy of Section 10-45 of the Town of Palm Beach Code of Ordinances for your review. If you have any questions, please do not hesitate to contact me at (561) 838-5460. Your immediate attention to this matter is appreciated.

Sincerely,

Lt. Ann-Marie Taylor
Support Services

cc: Code Enforcement File
Property File

345 South County Road • Palm Beach, Florida 33480-4443 • (561) 227-7080 • Fax (561) 835-4736 • www.palmbeachpolice.com

TOWN OF PALM BEACH

POLICE DEPARTMENT

DEDICATED TO EXCELLENCE

CODE ENFORCEMENT

AFFIDAVIT OF POSTING

Address	350 Indian Rd.
Defendant	Julie A. Leever
Case #	CE 14-446
What was posted:	Notice Letter dated 5/8/14
Hearing Date:	Town Council Meeting June 10, 2014
Date Posted:	5/13/14 HAND DELIVERED TO HAROLD LEEVER (SON)
Time Posted:	7:55pm w/M DOB 02/15/79

I, OFC. B. WEYMER,

a Code Enforcement Officer for the Town of Palm Beach, Florida, hereby swear or affirm that on the above date and time, I personally posted a Notice of Violation / Notice of Hearing at the address indicated.

Code Enforcement Officer ID# 8949

Sworn to (or affirmed) and subscribed before me this ____ day of _____, 2014 by _____, who is personally known to me.

Notary Public

345 S. County Road · Palm Beach, FL 33480-4443 · (561) 838-5454 · Fax (561) 835-4736 · www.palmbeachpolice.com

TEXT FIELD(S):

ANIMAL_SHORT

KNOWN UNKNOWN - BITE

PERSON_SHORT

SPENCER LEVY 8448904 130 REEF RD PALM BEACH 33480

PERSON_SHORT

JULIE LEEVER 8821165 350 INDIAN RD PALM BEACH 33480

PERSON_SHORT

USERID STAMP
---
moroark 2014-05-06 10:25:29.630

PERSON_SHORT

PERSON_SHORT

ANIMAL_SHORT

ENTRY FIELD(S):

Bite No: B14-000941
Type:
Bite Date: 05/04/13 12:00
Activity No: A14-006444
Animal ID: A0999991
Owner ID: P1291233
Victim ID: P1291232
Age: 82
Reported By: POLICE
Body Location: HAND(R)
Severity: PRO-TREAT
Treatment:
By: POLICE
Date: 05/05/14
Circumstances: WAS WALING ON THE BEACH DOG RAN UP AND BIT
Begin Date:
By:
Notification: LETTER
End Date:
Abated By:
Bite Status: COMPLETED
Tag No:

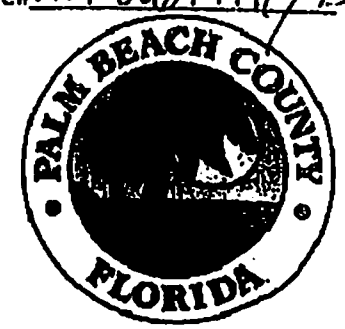
Specimen No:
Head Result:
Date to Lab:
Invoice Type:
Result Date:
ice: .00
Receipt No:
port Date: 05/05/14
Seq: 1
TagNo:
Status:
Incident Location:
Geo:
Jurisdiction:
Guardian:
Witness:
Responsible ID:
Euth Date:
Euth By:
Notify Date:
Notified By:
ToLab Date:
Synopsis: case # 14-000675
Extra1:
Extra2:
Extra3:
Extra4:
Extra5:
Ani Vic:
: 55685

STBOX(ES):

Bite No	Activity No	Owner ID	Victim ID	Date	GuardianID	WitnessID	AniVic

Memo No: M14-010754 Memo ID: B14-000941 Memo ID Type: BITE_NO
Memo Date: 05/05/14 Memo Type: BITE CASE Memo Subtype:
Memo Text:
5/5/14 @ 12:45 hrs I responded to investigate a dog bite complaint. Upon my arrival I made contact with the victim, Mr. Levy. He stated the defendant provided proof of a current rabies vacs for her dog. He stated he would like to just let it go, but will call ACC if he observes the dog running loose again. Had him read and sign an investigation declination form. No Recheck Set
J.Raia 2130
Memo LISTBOX:
MEMO_NO MEMO_DATE MEMO_TYPE MEMO_SUBTYPE MEMO_RESTRICTED

Activity/Bite# A14-006444.1 / B14-44



Investigation Declination Form

Name: Stephen Lewis D.O.B. 6/4/31 Sex: (M) F

Parent/Guardian: _____ Phone: _____

Address: 130 Reef Road City: Palm Beach Zip: 33480

Date of Exposure: 3/4/14 Animal: Retriever Exposure Type: Puncture

Please read all of the material below and initial in the area provided.

SL Domestic animals such as dogs and cats may acquire rabies from being bitten by a rabid wild animal. Animals that may get infected include: bats, foxes, coyotes, ferrets, skunks, and bobcats.

SL Rabies virus is found in the saliva and nervous system of rabid animals. A rabid animal can transmit the virus through a bite or scratch or if infectious material gets into an open wound or mucous membrane.

SL I have been advised that treatment is available to me through the Palm Beach County Health Department that can prevent me from getting rabies.

SL I have been advised that my animal exposure could place me at risk for rabies.

SL Having read all the above information and initialed in the appropriate locations, I understand the risks involved with animal to human bites and I do not want Palm Beach County Animal Care and Control to pursue or continue the bite investigation. If I have any questions pertaining to rabies, human health concerns, or post-exposure prophylaxis I will contact the Palm Beach County Health Department Epidemiology Office at 561-671-4184.

Signature: [signature] Date: 3/5/14

May 27, 2014

Julie Leever
350 Indian Rd.
Palm Beach, FL 33480
(970) 331-3302 mobile

Case #CE-14-446

Dear Town Clerk of Palm Beach:

I would like to appeal the designation of dangerous for my dog, "Titan."

Sincerely,

Julie Leever

Julie Leever

RECEIVED

2014 MAY 27 15:03 TWN CLERK

June 8, 2014

Liz Brown
317 Ocean Front Walk
Venice Beach, CA 90201

To Whom It May Concern:

I'm writing this letter to provide information about an unfortunate incident that occurred on May 4th, 2014 on the north end beach, involving two dogs and two Palm Beach residents.

My childhood friend Julie Leever and I were walking our dogs toward the jetty. Once we got to the jetty, we let the dogs off leash to walk with us. When we got to the end of the jetty we turned around and as we reached the sand again, we began to put our dogs back on leashes. Julie's dog Titan jumped off the Jetty because he had spotted a dog in the distance. Titan is a very playful golden retriever who loves other dogs and wants to make friends.

Julie and I had not seen the other dog before Titan ran to greet him. The gentleman with the other dog seemed visibly concerned about Titan approaching as evidenced by his reaction. He immediately picked his dog up and began turning around and around.

Julie and I ran to get Titan because we didn't want the gentleman to be overwhelmed. It was obvious that the other dog wasn't friendly because he was barking, growling and showing his teeth while his owner was spinning him around in his arms.

The gentleman tripped over himself in the sand and fell down and his dog fell from his arms and began to attack Titan. Suddenly Titan's playfulness turned into defensive behavior and the two dogs were at it for a minute until we pulled them apart.

I immediately checked the other dog out to make sure he was okay, because he was the smaller of the two dogs. When I reached for him he growled and tried to bite me. I realized he was a Basenji, breed of dog, and they are not typically friendly to strangers and other dogs.

My attention quickly turned to the gentleman to make sure he was okay.
He showed me his hand where I could see he had been bitten. I walked him to the water and helped him rinse the wound. At this time Julie had left the beach to take Titan home and get her phone and her husband Dan.

I stayed on the beach with the gentleman and gave him my shirt to wrap his hand and while he was wrapping his hand I asked him to let me hold his dog so his hands could be free. When I took his dog's leash I also had my other hand on my dog's leash, a Tibetan Terrier about his size, and the Basenji was chasing my dog trying to bite him. I was able to keep them apart until the gentleman finished wrapping his hand. We waited together a few more minutes and he said he didn't want to wait any longer for Julie and that he wanted to go home and was going to walk back to Reef Road.

I have owned 15 dogs in my 50 years and I have worked with several dog trainers. This was a most unfortunate accident, but it was just that, an accident. I have known Titan since he was 9 weeks old. He is the most gentle, loveable dog with a very submissive demeanor. Anyone who knows him always teases Julie and Dan for having a big male dog that is literally afraid of his own shadow. He is a big baby and is never aggressive with children, adults or other dogs.

I completely appreciate and respect the Town's one strike policy regarding dog attacks, however this was not a dog attack and Titan definitely isn't a dangerous dog. It's heartbreaking to think he has to be muzzled every time he goes for a walk. As all dogs do when he is overheated, he cools down through his mouth. That will be brutal for him in the Florida heat.

Please reconsider your action to label this gentle Golden Retriever a "dangerous dog." The only mistake he made was to be overly friendly to another dog that didn't want to have anything to do with him. Julie was so upset by the incident and took full responsibility because she let him off leash. I am confident and trust that the Leever's will not allow Titan off leash again on the island.

Thank you so much for your consideration. I am available to discuss this matter if there are any further questions.

Respectfully,
Liz Brown

TOWN OF PALM BEACH
Police Department

SWORN STATEMENT OF: Elizabeth Brown

Taken on behalf of the Palm Beach Police Department on August 15, 2014, beginning at 10:52 a.m. and ending at 11:03 a.m.

- -

APPEARANCES:

ON BEHALF OF THE PALM BEACH POLICE:

Kirk W. Blouin, Director of Public Safety
345 South County Road
Palm Beach, Florida 33480

By:

Ann-Marie Taylor, Lieutenant
Raychel Houston, Manager Code Enforcement

ON BEHALF OF THE WITNESS:

Jim Greene, Attorney
Richard DiFilippo

Transcribed by:
Nina Toscano
Administrative Assistant

1 AMT: Today's date is August 15, 2014. The time is approximately 10:52 a.m. My
2 name is Ann-Marie Taylor. I'm a Lieutenant with the Town of Palm Beach Police
3 Department. Today here present is Manager Raychel Houston with the Code
4 Enforcement Division. I am taking a sworn taped statement from Ms. Liz Brown,
5 B-R-O-W-N. Also present on the telephone are Mr. Jim Greene, G-R-E-E-N-E,
6 attorney and Mr. Richard DiFilippo with Mr. Greene's firm. Ms. Greene, could
7 you please state your full name and date of birth. I'm sorry; again, there I go
8 again. Ms. Brown, could you state your name and date of birth, please.
9 EB: That's what happens when you have colors involved. Elizabeth Brown.
10 AMT: I'm sorry?
11 EB: Elizabeth Brown.
12 AMT: Okay, and your date of birth.
13 EB: February 2nd, I'm sorry February 3, 1964.
14 AMT: Okay and can you raise you right hand.
15 EB: Yes.
16 AMT: Ms. Brown, do you swear to tell the truth, the whole truth and nothing but the
17 truth so help you God?
18 EB: Yes, I do.
19 AMT: Okay, you can lower your hand now. Ms. Brown we have discussed some
20 incident, an incident that occurred on May 4, 2014 and you and I just went over
21 what you witnessed on that day and if you could I'd like you to just review those
22 circumstances again and I'll ask you any question as appropriate.

23 EB: On May 4th I went to visit my friend Julie on the north end of the Island on Indian
24 Road and I had my dog with me who is a 20 lb. terrier mix and Julie and I put our
25 dogs on leashes to walk down to the north end to take the dogs for a walk. And
26 when we got to the north end beach we decided to go over to the jetty. When we
27 arrived at the jetty we put the dogs on the jetty, we took the dogs off leash and
28 walked to the end of the jetty. We turned around, we're having a conversation
29 and just before we got to the part of the jetty where the sand starts again we
30 reached down to put our dogs back on leashes. And at this time, I looked at
31 Titan and saw that Titan was looking at something so I looked up and I saw a
32 gentleman in the not so far distance with a dog on a leash and Titan started to
33 wag his tail and run over to say hello to him which he often does when he sees
34 another dog and wants to play with him. And I noticed that the dog on the leash
35 was a small dog and I also noticed that the man seemed to be a little bit older.
36 So I did not want Titan's bouncy terrier wagging self to overwhelm the man or the
37 other dog and called Titan and Julie called Titan and we both starting running
38 towards Titan just so we could grab him before he got to the gentleman and that
39 did not happen. And the minute that Titan began to approach the gentleman, the
40 gentleman picked his dog up and I knew the minute he picked his dog up that he
41 would be concerned about his dog interacting with Titan. Because that's not a
42 usual move if you're not worried about your dog and when we ran after Titan and
43 got there the man had kept turning around. We saw his back, he kind of turned
44 his back to us but then he turned all the way around. He seemed to spin around
45 a couple of times and it seemed like he tripped and fell. And as soon as we got

46 there Titan had gotten there and his dog was aggressive with Titan. Titan went
47 to play with him and his dog was aggressive and the minute that happened I
48 grabbed Titan's collar. Julie grabbed Titan's back end and we just pulled him
49 away in a second the man was on the ground in the sand and so I helped him get
50 up. I looked at his dog immediately to make sure that his dog was okay since he
51 was the smaller of the dogs and helped Mr. Levy get back to his feet in which I
52 noticed his hand was bleeding and I looked at his hand and it was obvious there
53 were a couple of puncture wounds. I could not tell if it was one or more simply
54 because the blood was covering it and I took him to the ocean so that his hand
55 could get rinsed and we could cleanse it and take a look at it. Meantime, Julie
56 had Titan, had him on leash and was running home so that she could get a cell
57 phone and her husband and so that we could help Mr. Levy. And I said to Mr.
58 Levy, please hand me your dog's leash so that I may hold your dog while you are
59 rinsing your hand again. At the time, I had a white tee shirt on; I took the tee shirt
60 off so that I could wrap his hand with it once he cleansed his hand in the ocean.
61 And while I was holding his dog on the leash, I also had my little terrier on the
62 leash and his dog started going after my terrier aggressively. I was able to keep
63 them separated and until Mr. Levy finished cleansing his hand. He came back, I
64 handed him, right before I handed him his dog his leash I just went to pet his dog
65 as I was handing him over and the dog snapped at me. Again, that is not
66 unusual for a *(inaudible)* so I just handed him back his dog and I talked to him for
67 a few minutes and continued to look at his hand and then I wrapped it in the tee
68 shirt and he, a few minutes went by and he said that he really wanted to walk

back home and I said could we wait just a few more minutes, Julie will be right back and he said I really want to get going. And I said I'd be happy to walk you home and he said that won't be necessary. And he said I will have to report this to the police and I said I completely understand that and he started to walk back to Reef Road. I walked with him for a couple of minutes and then walked myself back up to the path to get to Indian Road. And as I got there Julie pulled up in her car. She had gone to get her phone and she had also gotten a bag of ice. And I said why don't we drive over to Reef Road and see if he's just coming up on the beach then and check in with him and we did and we could not find him on Reef Road or on the beach. So, we turned around and we went back to Indian to Julie's house where my car was and went inside for a few minutes and then I was getting to leave. I had to go meet another friend of mine and as I was walking out the door the officer that had been called showed up at Julie's and we were in the drive way and he said you know do you own a golden retriever *(inaudible)* and I said I don't but that dog does live here and it's her dog and you know Julie was standing behind me and I asked if he wanted me to stay for a statement because I certainly could stay if he wanted and he said no, there's no problem here. This man isn't pressing charges, this is just going to be a $75 ticket and I need to know that the dog has shots. I just need proof of vaccination. And I said okay. Are you sure you don't need me? And he said yes and I got in my car and left.

90 AMT: Okay, couple of quick questions. Did the gentleman tell you were he lived when
91 he left? You had no, you all had no idea where he lived or who he was or you
92 did.
93 EB: No, he told me, he introduced him, I asked him his name when we were alone.
94 When Julie left and then he told me his name and we talked for a few minutes.
95 He told me about what he did for a living, when he retired and when he moved
96 back to Florida and how long he'd been living on Reef Road. He did tell me he
97 lived on Reef Road. He did not tell me a number address to his home.
98 AMT: Okay, I understand. And did you actually see the exchange. Did you see the
99 bite that caused the wound or were you too far away?
100 EB: I did not see the bite that caused the wound, no.
101 AMT: Okay. And, in your experience, I know you told me early that you've known Titan
102 since Titan was nine weeks old. Have you ever witnessed Titan act in an
103 aggressive manner?
104 EB: I have not. And, I have introduced Titan to a few dogs that he didn't know before.
105 The only thing he is is ridiculously playful.
106 AMT: Okay. And just for the record so that I understand it clearly. When you and Mrs.
107 Lever walked to the beach you had the dogs on leashes and then you let them
108 off to play around the jetty area. Then you were headed back to your residence
109 and were going to re-leash them, however you hadn't left the beach yet and
110 that's when this occurred.

EB: Well, we were actually going to re-leash them on the jetty not just on the beach so we only let them free to walk on the jetty itself. So when we were going to get off the jetty we started to re-leash.

AMT: I understand, okay. Raychel did you have any questions?

RH: No, I think I've got everything.

AMT: Alright. Mr. Greene, did you have anything that you wanted to add?

JG: A question for you. I know we clarified it before we went on tape and now I want to clarify it on tape. Ms. Brown, could you tell which dog bit Mr. Levy?

EB: No.

AMT: Okay, anything else Mr. Greene?

JG: No.

AMT: And, Mr. DiFilippo if you could just spell your name for the record, please.

RD: Yes, it's D-i-F-I-L-I-P-P-O.

AMT: Okay. And, Ms. Brown did you have anything else that you wanted to add?

EB: Yeah, I would add this. I have raised many many dogs. I've been around many dogs and I've done a lot of volunteer with stray and abandoned dogs. I also grew up in Palm Beach and in the north end and I've known Titan since he was a baby. He is not a dangerous dog anyway, anybody *(inaudible)* looked at it and this was a really unfortunate incident. But, this is a dog that should not be punished for something that he truly is not; it just isn't in his nature. There are dogs that are and I *(inaudible)* them before but he is just not that.

AMT: I understand. Thank you. Has everything that you said today been the truth?

EB: Absolutely.

134 AMT: Okay. The time now is approximately 11:03 and I'll be turning off the tape.

TOWN OF PALM BEACH
POLICE DEPARTMENT

THE STATE OF FLORIDA)
)
COUNTY OF PALM BEACH)

I, ELIZABETH BROWN , STATE UNDER OATH THAT I HAVE READ THE FOREGOING STATEMENT AS FURNISHED TO ME BY LIEUTENANT ANN-MARIE TAYLOR OF THE PALM BEACH POLCE DEPARTMENT, PALM BEACH, FLORIDA.

I FURTHER STATE THAT THE FACTUAL ALLEGATIONS CONTAINED WITHIN SAID STATEMENT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF.

THE PAGES OF THE MENTIONED STATEMENT ARE NUMBERED PAGE ONE (1) THROUGH PAGE SEVEN (7), CONSECUTIVELY.

SIGNED: _____

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 1st DAY OF October, 2014 BY Elizabeth Brown, WHO IS PERSONALLY KNOWN TO ME OR HAS PRODUCED _____ AS IDENTIFICATION.

Danielle H. Moore
(LAW ENFORCEMENT OFFICIAL/NOTARY PUBLIC)

Danielle H Moore
(NAME TYPED OR PRINTED)

Notary Public State of Florida
Danielle H Moore
My Commission EE 214083
Expires 07/13/2016

345 South County Road • Palm Beach, Florida 33480 • (561) 838-5454

TOWN OF PALM BEACH
Police Department

SWORN STATEMENT OF: Spencer ~~Levy~~ Levey

Taken on behalf of the Palm Beach Police Department on September 22, 2014, beginning at 2:31p.m. and ending at 2:36 p.m.

- -

APPEARANCES:

ON BEHALF OF THE PALM BEACH POLICE:

Kirk W. Blouin, Director of Public Safety
345 South County Road
Palm Beach, Florida 33480

By: Lieutenant Ann-Marie Taylor
Raychel Houston, Manager Code Enforcement

ON BEHALF OF THE WITNESS:

Transcribed by:
Nina Toscano
Administrative Assistant

AMT: Today's date is September 22, 2014. The time is approximately 2:31 p.m. My name is Ann-Marie Taylor. I'm a Lieutenant with the Town of Palm Beach Police Department. Today I have present with me Raychel Houston, Manager of the Code Enforcement Division. I'm taking a sworn taped statement from Mr. ~~Levy~~ Levey who is currently on the telephone. Mr. ~~Levy~~ Levey, could you please state your name and date of birth.

SL: Spencer ~~Levy.~~ Levey June 4, 1931.

AMT: Alright. Mr. ~~Levy~~ Levey, could you please raise your right hand?

SL: Right.

AMT: Do you swear to tell the truth, the whole truth and nothing but the truth so help you God?

SL: Yes, I do.

AMT: Okay, thank you. You can lower your hand now.

SL: Okay.

AMT: Mr. ~~Levy~~ Levey, we discussed the incident that occurred with you on May 4, 2014 and your dog and another dog in the north end of Palm Beach there. Could you tell me a little bit about the circumstances of that day, please?

SL: Yes. I was walking with my dog, my dog was leashed. We were walking toward the inlet and a dog came charging toward us. The dog I've since learned, name is Titan. Titan put his paws on my shoulder, knocked me down into the sand and bit me on my left hand.

22 AMT: Okay. Now, was there anything that preceded this? Did you have any
23 interaction with Titan prior or was there anything that kind of instigated this to
24 happen or you were merely walking.
25 SL: Nothing at all.
26 AMT: Okay. I'm sorry, I cut you off you said nothing at all?
27 SL: Nothing at all.
28 AMT: Okay and you actually saw Titan biting you physically. You could see Titan
29 actually bite you?
30 SL: Yes, I did.
31 AMT: Okay. And, then what happened after the bite?
32 SL: Well, after the bite Mrs. I believe you told me here name was Lever or Leaver or
33 whatever it is and a friend of hers came over to me and said that Titan was a
34 good dog and never done anything like this before. And, I asked her for her
35 name and her phone number and where she lived. She said no, I can't give that
36 to you. I'm going to get my husband. And, she left the beach, never returned
37 and I went home and called the police.
38 AMT: Okay. Did the bite break the skin?
39 SL: Yes.
40 AMT: Okay and
41 SL: It was bleeding profusely.
42 AMT: Okay and was there subsequent interaction with the owners of the dog?
43 SL: No.
44 AMT: Okay. You were then visited by a police officer or

SL: That's correct.

AMT: Okay.

SL: I gave him my testimony,

AMT: Okay. I did see that you had written out a statement for him on that day.

SL: Yes.

AMT: So, you were on the beach with your dog which what kind dog do you have, sir?

SL: A 20 lb. basenji.

AMT: Basenji? Okay. And, you were on the beach and simply walking along and the attack was unprovoked.

SL: Unprovoked attack, that's correct.

AMT: Okay. Now when Titan started running towards you, did you do any, take any action such as pick up your dog or turn around or anything like that?

SL: Yes. I picked up my dog and I told Titan no, no, no.

AMT: Okay. Raychel did you have any questions?

RH: Yeah. When you first saw Titan the dog coming, how far away was he from his owner off leash.

SL: Well, let's see. The owner was possibly down at, I guess down at the inlet and probably 300 feet from the owner.

RH: Okay and when the dog started running toward you was there any, did the owner try to get that dog to come back by yelling at it or try to get it to return to her?

SL: Not that I recall.

RH: Okay.

SL: No.

RH: Now was there any interaction between your dog and Titan. Did they then did they engage or have any type of fight?

SL: Ah yes, I guess so. I was on the ground and my dog was on the ground and it's possible that the two dogs were having some kind of interaction. I really don't recall because I was bleeding and not thinking about what was going on at the moment. But, there was no blood between the dogs. So, they didn't bite each other.

AMT: Okay. So, you found no wounds or anything on your dog?

SL: No.

RH: But, you had already been bitten by the time of that, by that time.

SL: Yes. At that time yes.

RH: Okay.

AMT: Okay. Mr. ~~Levy~~ Levey is there anything else that you wanted to add?

SL: No. I can't think of anything.

AMT: Alright and do you swear that everything that you've told me today is the truth?

SL: Yes, I do.

AMT: Alright. I'm going to be turning off the tape. The time is approximately 2:36.

TOWN OF PALM BEACH
POLICE DEPARTMENT

THE STATE OF FLORIDA)
)
COUNTY OF PALM BEACH)

I, SPENCER LEVY, STATE UNDER OATH THAT I HAVE READ THE FOREGOING STATEMENT AS FURNISHED TO ME BY LIEUTENANT ANN-MARIE TAYLOR OF THE PALM BEACH POLCE DEPARTMENT, PALM BEACH, FLORIDA.

I FURTHER STATE THAT THE FACTUAL ALLEGATIONS CONTAINED WITHIN SAID STATEMENT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF.

THE PAGES OF THE MENTIONED STATEMENT ARE NUMBERED PAGE ONE (1) THROUGH PAGE FOUR (4), CONSECUTIVELY.

SIGNED: _____

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 26th DAY OF September, 2014 BY Spencer Levey, WHO IS PERSONALLY KNOWN TO ME OR HAS PRODUCED L-100 792 31 204 0 FL DL# AS IDENTIFICATION.

#8047
(LAW ENFORCEMENT OFFICIAL/NOTARY PUBLIC)

Lt. Ann-Marie Taylor
(NAME TYPED OR PRINTED)

05/04/2014 17:44

05/04/2014 17:27

05/04/2014 17:27

TITAN
05/04/2014 18:04

TOWN OF PALM BEACH

Town Council Meeting on: October 14, 2014

Section of Agenda

Regular Agenda - Old Business

Agenda Title

Memorial Fountain Project Update and Consideration of Other Possible Improvements in Town Hall Square.

Presenter

Peter B. Elwell, Town Manager

Supporting Documents

- **Memorandum dated October 1, 2014, from Peter B. Elwell, Town Manager**
- **Letter dated October 7, 2014, from John C. Randolph, Town Attorney**
- **Undated letter with attachments from Orator Woodward**
- **Undated letter from Richard F. Stahl**
- **Undated letter from Thomas O. McCarthy**

TOWN OF PALM BEACH

Information for Town Council Meeting on: October 14, 2014

To: Mayor and Town Council

From: Peter B. Elwell, Town Manager

Re: Memorial Fountain and Town Hall Square

Date: October 1, 2014

STAFF RECOMMENDATION

Staff requests direction from the Town Council regarding the scope of additional improvements, if any, in Town Hall Square.

GENERAL INFORMATION

At the July 15, 2014 Town Council meeting, the Town Hall Square Project scope of work was reduced for Phase 1 to restoration of the fountain and the associated work at the reflecting pool. The project also included all mechanical and electrical improvements necessary for the fountain and reflecting pool to operate properly, and the minimum hardscape work necessary to restore areas disturbed by the work on the fountain, reflecting pool, and mechanical/electrical elements.

Staff and the project consultant presented the modified project scope of work and design to Landmarks on July 21, 2014. Landmarks approved issuance of a "Certificate of Appropriateness" for the revised project scope and design.

During the process of developing a scope for the overall project, the Town applied for and has been awarded a $350,000 grant from the State. The grant funds are to be used for the restoration of the fountain and the associated mechanical and electrical improvements. Council authorization to enter into the agreement is required. We expect the document to be finalized in time for Town Council to approve it on November 13, so that construction work can begin by approximately December 1.

At the August 5, 2014 Town Council meeting, the Town Council approved Resolution No. 118-2014 awarding a Construction Manager at Risk (CMAR) contract for the Town Hall Fountain Restoration. As noted above, that work will begin after the State grant is approved.

Also at the August 5 meeting, the Town Council deferred to October 14 consideration of completing some elements of the larger Town Hall Square project as Phase 2 of this work. To facilitate this discussion, staff has isolated certain elements of the project that could be done as stand-alone projects.

The following is a suggested set of project elements for the Town Council to consider. Please remember that all cost estimates are order of magnitude and are for planning purposes only.

Element 1(A) Park (NOT PER PLANS)
Minor modifications to the green space between Town Hall and Memorial Fountain.
Order of Magnitude is estimated at $60,000

Scope of Work:
1. Removal and disposal of curb (Southern interior radius)
2. Curbing install/modifications
3. Grading and sodding of area
4. Miscellaneous plants
5. Trees (+/- 4) [field grown]
6. Installation of drainage structure (East side of the Park)
7. Minor milling and resurfacing (East side of the Park)

Element 1(B) Park (Per Design Plans – No Stairs- No Tank Removal
Order of Magnitude Range is estimated at $1,250,000 to $1,400,000

Scope of Work:
1. All work outlined in 1(B), less the removal of the fuel storage tank and new fuel lines. By not removing the fuel tank the Town could minimize the scope of the park by approximately 30% by not disrupting the landscaping between the fuel tank and the Fountain.
2. Sidewalks would extend from the north end of Town Hall to the existing landings at the lower level of the plaza. All work is inside the existing curbline. No change to the Roadway.

Element 1(C) Park (Per Design Plans-No Stairs- Includes Tank Removal)
Order of Magnitude is estimated at $1,750,000

Scope of Work:
1. Move/remove fuel tank as per the plans and associated restoration.
2. No stairs at the south end of the Fountain
3. Sidewalks per plan in the island from face of Town Hall to northern face of fountain stairs
4. Landscape, irrigation and lighting from south face of the fountain to north face of Town Hall per plans
5. Minor drainage improvements along the eastern edge of the park and between the Australian Avenue limits

Element 1(D) Park (Per Design Plans to Include Stair Allowance)
Order of Magnitude is estimated at $2,150,000

Scope of work:
All work and costs outlined in Alternative 1(B) with the addition of an allowance for the Proposed Stairs estimated at $400,000 (allowance is for both stair options)

Element 2 Plaza (Per Design Plans)
Order of Magnitude is estimated at $1,600,000

Scope of Work
(South face of the Fountain north to the smaller median north of the plaza
and back of curb to back of curb)
1. Flat work restoration
2. Landscape

3. Sidewalk
4. Curb (along the northern nose of the plaza and the smaller median to the north of the plaza)
5. Irrigation
6. Milling and paving between northern nose and island
7. Uplighting

Element 3 All Other work outside the Plaza and Park (Per Design Plans)
Order of Magnitude is estimated at $3,200,000

Scope of Work:
Per Plan (This work is essentially all remaining scope of work from the curb line of the fountain area out to the edge of the ROW)

1. Drainage
2. Utility crossings (irrigation, electrical, spare conduits)
3. Tabby sidewalks (east and west side of the street and around Town Hall)
4. All curbing bulb outs
5. All curbing (except for that portion in Phase 3 northern nose and Island)
6. All crosswalks
7. Landscaping
8. Irrigation
9. Uplighting
10. All milling and paving
11. Street lights (to be funded from the Accelerated Program, planned work)

There are some potential savings in both costs and impacts to the public should multiple elements be constructed simultaneously. If the three remaining elements are constructed separately, the estimated time for construction is 18 months. By combining them, we could reduce the construction time by approximately 4 months and possibly more. Combining elements would also reduce the CM at Risk's need for multiple pre-construction services to prepare bids and GMP's. Combining would also reduce the engineer's efforts in reviewing multiple GMP's, presenting to the Landmarks Preservation Commission or Town Council multiple times, and for designing transitions for each element separately.

FUNDING/FISCAL IMPACT

The fiscal impact will depend upon which of the elements, if any, are chosen. $5.7 million dollars was included in the Accelerated Capital Improvement program for this project, of which $1.4 million has already been encumbered for Phase 1.

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

John C. Randolph
Attorney
(561) 650-0458
Fax: (561) 650-5300
jrandolph@jonesfoster.com

October 7, 2014

Mr. Peter B. Elwell
Town Manager
Town of Palm Beach
Post Office Box 2029
Palm Beach, Florida 33480

Re: Town of Palm Beach
Memorial Fountain Park – Green Space Amendment
Our File No. 13156.8

Dear Peter:

Questions have been raised in regard to the ability of the Town to place additional structures in Memorial Fountain Park in light of the language set forth in Section 1.03 of the Town Charter (the Green Space Amendment) which provides that any disposition of certain Town owned open green spaces or any improvement of same by way of placing structures thereon, shall require approval by a vote of the Town's electors in a referendum collection called and held as provided by law. Memorial Park is listed as one of the properties to which this provision shall apply. The Charter provision defines improvement to include the construction of above ground structures which diminish open green space but shall not preclude the construction of structures deemed necessary by the Town for public recreational purposes on those properties described therein on which public recreational structures existed as of 12:01 a.m., February 9, 2000.

I have reviewed Town Council minutes pertaining to the exception just stated. The relevant portion of these minutes which sheds light on the legislative history of this matter is included in the minutes of May 8, 1984 attached hereto. Those minutes reflect action of the Ordinance Rules and Standards Committee held on April 30, 1984. At that meeting, when the amendment to the Charter Ordinance No. 4-84 was being discussed, Mr. Bradford said that there was a master site plan or provision to build several recreational facilities at Seaview Park at a later date and wanted to know that if Seaview Park was included in the ordinance, would this not negate the Town from providing these facilities in the future. I indicated that it would and, therefore, advised that a provision was definitely needed to differentiate this property. I amended the

ordinance for consideration of the Council at the May 8 Town Council meeting. A copy of Ordinance 4-84 is attached.

At the May 8th Council meeting, Town Manager Frost advised that he felt future councils would be unduly hampered with the Alternate Ordinance as the list does contain both active and passive recreational areas. The passive recreational areas could live with the alternate but the active recreational areas, such as Phipps Ocean Park and Seaview Park and Par III Golf Course would be hampered. I responded that I had attempted to address this probability in the definition of improvements in the Alternate Ordinance and I read the definition which is the definition which exists in the Charter today. Mr. Frost felt this definition would eliminate his concern. Further discussion ensued. Mr. Matthews felt the Alternate does require a crystal ball on the Council's part as there may be concerns that will need tending to that Council is not aware of at this point in time. He thought the purpose is to preclude the Town divesting itself of any of its own open space greenery. Mr. Burn thought more leeway was given to the Council under the alternate version since both of the ordinances presented prevent the Council giving away any green space, but the alternate does allow the Council to use the existing green space for a small addition onto the Golf Club structure or some additional construction at Seaview Park, etc. After further discussion, it was moved that Ordinance No. 4-84 be approved on first reading, which motion passed

It appears to me, on the basis of the legislative history that the exception relating to additions on recreational property was only intended to deal with spaces contemplated for the addition of recreational structures such as Phipps Ocean Park, Seaview Park and the Par III Golf Course and that the exception would not apply to other passive green spaces such as Memorial Fountain Park.

The other question which remains in regard to this issue is whether or not the addition of the stairs at Memorial Fountain Park would in fact reduce open green space in contravention of Section 1.03 of the Charter. If Memorial Fountain Park remained as it was originally defined in the Ordinance, clearly the addition of the stairs would reduce open green space. However, additional green space has been added to Memorial Fountain Park since the adoption of the Ordinance and, therefore, the park has been expanded. The question, then, is whether or not the addition of the stairs actually reduces open green space since, even with the addition of the stairs, the green space included within Memorial Fountain Park is today greater than as originally contemplated in the Charter.

I believe the first issue raised in this memorandum is quite clear, i.e., that Memorial Fountain Park was not intended to be included in the exception which provides that this section shall not preclude the construction of structures deemed necessary by the Town

for public recreational purposes on those properties described herein on which public recreational structures existed as of 12:01 a.m. February 9, 2000. The answer to the second question is, however, subject to interpretation. Therefore, in the event the Town were to choose to go forward with construction of above ground structures in the park without holding a referendum and in the event that the Town's actions were challenged, it would be up to a court to determine whether or not the addition of the stairs or other structures indeed reduces green space in contravention of the Charter. Some might argue that even though the park has been expanded, the construction of the stairs still reduces the green space of the park as originally described in the legal description referenced in the Charter. On the other hand, there is a strong argument that since the park has been expanded, the construction of the stairs does not result in a net loss of green space and is, therefore, not in contravention of the wording or intent of the ordinance.

Please do not hesitate to contact me if I can provide any further information in regard to this matter.

Sincerely,

JONES, FOSTER, JOHNSTON & STUBBS, P.A.

John C. Randolph
JCR/ssm
Enclosures

p:\docs\13156\00008\ltr\1ki8301.docx

MINUTES OF THE TOWN COUNCIL MEETING HELD ON MAY 8, 1984

The President of the Town Council, Paul Ilyinsky, called the monthly meeting of the Town Council to order at 9:30 AM on Tuesday, May 8, 1984 in the Town Council Chambers.

Pledge of allegiance was recited.

Invocation was given by Monsignor Magner with a moment of silence to pay tribute to those citizens who have passed away since the last Town Council meeting.

On roll call, the following were found to be present: Mayor Marix, President Ilyinsky, President Pro Tem Burn, Councilmen Cummings and Matthews and Councilwoman Douthit. Also in attendance were: Town Manager Frost, Town Attorney Randolph and Town Clerk Peters, and for portions of the meeting, Assistant Town Manager Doney, Town Engineer McCarthy, Fire/Rescue Chief Elmore, Building Official Moore and Deputy Building Official Zimmerman.

Item 3 - Approval of Minutes of April 10, 1984 Mr. Burn asked for changes on two pages, page 13, the word "not" should be inserted in the second last paragraph, which should now read: "Mr. Burn agreed that the traffic could not be used for a reason for the moratorium." Also on page 37," Motion carried unanimously on roll call." should be inserted at the end of the third paragraph and with those amendments, he moved the minutes be approved. Seconded by Mr. Matthews. On roll call, the motion carried unanimously for approval.

Item 4 - Approval of Agenda for this date. Mr. Ilyinsky explained the Item 15 will become 8 (b) as Mr. Cudahy has to leave the meeting. Mr. Burn asked for elimination of Item 8 (a) as it has been overtaken by the latest Public Works Committee Report. Mr. Frost indicated the Council either has to accept, reject or modify any sealed bids that come to the Town, based on the Bid Statutes. Mr. Cummings asked for two additional items to be added to the Agenda, one being the matter of the Federated Funds and the second being the matter of the North Fire Station Consultant's Negotiation Act. Mr. Matthews stated these can be discussed at the end of the meeting when any Council member may bring up for discussion anything he wishes to. Mr. Burn moved the agenda be approved with the suggested modifications. Seconded by Mr. Cummings.
On roll call, the motion carried unanimously.

Item 5 - Mayor's Comments: Mayor Marix indicated she had two items, one is the matter of investments and in view of the opinion handed down from Tallahassee as to the standing of the Federated Fund, she would like the Council to consider the immediate transfer of the funds into direct Treasury paper, keeping whatever is appropriate in insured bank ccounts or in the State Fund. Realizing there may be better ways to handle these funds in the long run, she believed it was the Council's duty to withdraw these funds from the Federated Fund immediately.

The second matter is the reorganization of the Town Beautification Committee. Many years ago there was such a Committee in existence and she would like to see this Committee set up again with representatives from the Civic Association, the Garden Club, the Citizens' Association South of Sloan's Curve and the Preservation Society and the Palm Beach Chamber of Commerce, together with the appropriate members of the Town Administration.

Mr. Ilyinsky indicated they would be discussing these matters later in the meeting.

Mr. Matthews referred to the first matter by the Mayor and it was his understanding that counsel for the Federated Funds is in the process of talking to the Attorney General's Office regarding the opinion which was handed down as there has been some talk that there may have been some factor that the Attorney General's Office was not aware of and they feel this can be straightened out so he did not see any need to do anything until this is concluded.

Mrs. Douthit indicated she had a letter from the Attorney General which backed up the decision of the young lady which was received at the Court House October 3, 1983.

Mr. Frost explained Mr. Maloney of the Federated Fund, who is their counsel and who has had this problem in California and several other states is discussing this with the young lady in the Attorney General's Office.

Mr. Burn believed that despite the fact the money is in no danger that the investment is illegal and Council should take action to do something about it.

Mr. Randolph pointed out the Agenda was approved with a suggestion by Mr. Cummings that this be discussed at the end of the agenda.

6. COMMITTEE REPORTS.

ADMINISTRATIVE AND PERSONNEL COMMITTEE REPORT OF THEIR MEETING HELD ON APRIL 13, 1984. Mr. Matthews noted there should be discussion on the hiring of outside consultants for the hiring of a Town Manager and he felt it should be discussed. He has no recommendation since he and the other Committee member do not agree. Mrs. Douthit did not wish to deny Mr. Crouse's expertise but she felt strongly there needed to be a third independent source as the applications at best are sketchy.

Mr. Matthews suggested that by virtue of using people who are familiar with Palm Beach more than an outside firm would be, he asked that a Search Committee be formulated from within the ranks of the Town population and if the Council likes this suggestion, he suggested that Mr. Fred Atkinson be the Chairman of such a Committee by virtue of his imminence in the personnel field having been with large corporate firms and being very familiar with personnel matters and also a resident of the Town.

Mrs. Douthit did not agree and wanted someone totally unalterably independent with no close connections to the Town in any way.

Mr. Randolph explained the Minutes can be received and filed and if there is further action which needs to be taken today with regards to this matter, this can be taken up as a separate matter.

Mr. Cummings suggested an impartial third party be employed to assist the Council in the selection process after the applicants have been reviewed by the Council. He suggested a meeting be held of the Council to make this selection from the applicants they have on hand presently.

Mr. Matthews felt the Town is an unique community and he hoped it continued to be and as such, it requires extra thought and consideration by the people who are conducting the search and to go out and get qualified people is simple, but to determine that little extra which makes the Town the special place that it is, really would be best served by community involvement.

Mr. Burn asked if Mr. Matthews meant these people to select the "Head-hunters"? Mr. Matthews stated what he proposed is the Committee of local people would do what the "Head-hunters" propose to do. The Head-hunters would not be selecting the Town Manager but would be refining it down to a small group from which the Council would make the choice. He felt there was always a problem of objectivity and what he wanted to achieve in the selection of a manager is the very best manager possible for the Town of Palm Beach and the selection should be totally objective.

Adm. & Personnel Committee

Mr. Cummings moved that the Council approve the concept of having a qualified personnel man to aid and assist the Council in the final selection process of the applicant for the Town Manager's position. Mrs. Douthit seconded the motion. Mr. Matthews felt it sounded by the motion that they did not think Mr. Crouse was qualified. Mr. Cummings did not mean that as he thought Mr. Crouse was eminently qualified and he has been helpful in the organization of the applicants as they have come in and he has total confidence in him but he did not want Mr. Crouse to be the personnel man to do the final fine-tuning. On roll call, the motion carried with affirmative votes from Mrs. Douthit, Mr. Cummings and Mr. Burn and negative votes from Mr. Matthews and Mr. Ilyinsky.(3-2)

Mr. Randolph asked the President to now approve the minutes.

MINUTES OF THE ADMINISTRATIVE AND PERSONNEL COMMITTEE OF MEETING HELD APRIL 13, 1984.

The Administrative and Personnel Committee met on Friday, April 13, 1984 in the Town Hall Conference Room.

Present at the meeting were: Committee Chairman George G. Matthews, Committeewoman Nancy Douthit, Councilmen Burn and Cummings; Director of Personnel W. Crouse; Rise Jackson of the Palm Beach Civic Assocation; Michelle Armstrong of the Evening Times; Charles Holmes of the Palm Beach Post; Angel Hernandez of the Palm Beach Daily News, Town Residents William C. Howe, Etonella Christlieb, Mrs. E. Packley-Young and Adrian Winterfield and Mariana Haspil.

Administrative & Personnel Committee

The Chairman called the meeting to order at 8:30 AM.

Mr. Matthews stated that he understood that some of the Council members had indicated they supported engaging outside consultants to hire and/or look for a Town Manager and wondered why a consultant was needed as he felt Mr. Crouse was qualified to do the screening of the applications.

Mr. Cummings said that although he had no doubt that Mr. Crouse could do the job, an impartial third opinion was desirable and appropriate.

Mrs. Douthit felt that since information given with the first applications might not be sufficient further investigation of the candidate would be necessary and felt Mr. Crouse should do this in conjunction with another person or outfit.

Mr. Burn said he saw nothing wrong with Mr. Crouse doing the first screening of the applications, but the difficulty was that the Council members would have to do the screening individually because of the Sunshine Law and that created many disadvantages.

Mr. Matthews said that the Town had always selected its own Town Managers in the past and he felt it was a good enough judge of what he wanted as a Town Manager and was competent to sort thru a series of applications to the point where he could determine specially after talking with the finalists, who would be a good manager for the Town. However, since the quorum apparently did not feel the same way, and if they had decided to hire a third party, there was not much sense in arguing further.

Mr. Burn said that since the deadline for applications to be postmarked was the 30th of April, and this report would not go before the Council until their meeting in May, then in the interest of serving all points of view, each Councilman should meet with Mr. Crouse, give their cirteria and look thru the applications. By doing this, they might find that it may not be necessary to hire a third party after all.

TOWN CONSULTANTS. Mr. Cummings asked whether Ed Ehinger was retained as a consultant for the Town on an annual basis or just during the Zoning season. Mr. Matthews believed it was only through the

MINUTES OF MAY 8, 1984

Zoning season to study zoning matters on an interim basis. Mr. Cummings noted that the Town also had Aley and Associates as Zoning Consultants and wondered if they were needed again. In addition, he wondered how many consultants the Town had, how much money was paid out to them and what kind of work they were doing for the Town. Mr. Matthews said he would be able to get the latter information from the Town Manager's Office and from the office of the Finance Director.

After further discussion, the COMMITTEE RECOMMENDS that Adley and Associates ot be utilized for the coming Zoning Season unless there is a special problem that cannot be dealt with by in-house help and providing the Zoning Commission did not have any particular matter which they felt had to be dealt with by them.

signed GEORGE G. MATTHEWS, CHAIRMAN AND NANCY DOUTHIT, COMMITTEEWOMAN

Mr. Burn moved the Minutes of the Administrative and Personnel Committee Report be accepted. Mr. Matthews wondered if they were Minutes or a Report? Mr. Burn amended his motion that the Report be accepted. Seconded by Mr. Matthews.

Mayor Marix asked if the matter of the selection of the firm would have to be made by the entire Council? After some discussion, a motion was made by Mr. Burn that a Special Meeting of the Council be held on Tuesday, May 15, 1984 at 9 AM. Mr. Matthews asked that this meeting be for a single issue only and that would be the selection of the head-hunter, to which Mr. Burn agreed. Mr. Cummings then seconded the motion. On roll call, the motion carried unanimously.

ORDINANCE, RULES & STANDARDS COMMITTEE REPORT OF THEIR MEETING HELD ON APRIL 30, 1984. Mr. Burn moved the Committee Report be approved. Seconded by Mr. Cummings.

MEETING REPORT OF ORDINANCES, RULES AND STANDARDS COMMITTEE HELD ON APRIL 30, 1984

The Ordinances, Rules & Standards Committee met on Monday, April 30, 1984 at 9 AM in the Conference Room of Town Hall.

Present at the meeting were: Chairwoman Nancy Douthit; Committeeman Alan Cummings, Mayor Marix (for the first part of the meeting); Town Attorney John Randolph; Chief J. Trlizzese, Police Department, Tom Bradford, Administrative Assistant; Rise Jackson of the Palm Beach Civic Association; Earl E. T. Smith; Polly Earl; Angel Hernandez of the Palm Beach Daily News; R. Carroll Peacock, Architect; Robert Eigelberger; Adrian Winterfield and Mariana Haspil.

ORS

The meeting was called to order at 9 AM.

1. Long Range Financial Planning Committee. Mrs. Douthit said that names of people who might serve on this Committee had been handed in to Mr. Frost, and it was suggested that the Council President select the committee members from that list of names. Mrs. Douthit suggested that the Mayor's name be added to the list as Mayor Marix had worked hard for a long time to promote this Committee.

Mr. Randolph said that he had suggested that rather than have names of candidates pass back and forth between individual Council members, that each Councilman give the Town Manager his or her list, the ORS Committee could, however, decide who to appoint or whether to leave the decision to the Council President.

Mr. Cummings suggested having a workshop at the end of the May 8 Council meeting, to discuss the formation of this Committee in more depth.

Mr. Randolph suggested that the people on the list be contacted prior to the Council meeting to advise them of the Sunshine Law regulations and possible financial disclosure requirements. He also said that the Statutes do call for an advisory body to comply with the financial disclosure statements but it does not indicate that a person sitting on a financial committee, which is only advisory, needs to comply so he will check this out further and give the Council a final opinion by the May 8th Council meeting.

After discussion the COMMITTEE RECOMMENDS that the Long Range Financial Planning Committee be composed of five members and two alternate members. The final decision as to membership to be made at the May 8, 1984 Town Council meeting. In the meantime, the Town Manager is requested to send to the Council a list of the names of the people that have been suggested.

2. NORTH FIRE STATION ARCHITECTURAL CONTRACT. Mrs. Douthit said that under the old Council, Mr. Peacock had signed a contract to build a new North Fire Station, however, Mr. Eigelberger had donated plans, drawn by another architect, to preserve the old fire station. The Committee now wanted to discuss what could be done with Mr. Peacock's contract.

Mr. Peacock said he had entered into a Consultant's Competitive Negotiating Act contrct with the Town and he had been working on this job for the past two years. He had been asked to draw three different sets of plans and had been paid only for the first set.

Mr. Cummings asked Mr. Randolph if they would have to go thru the Consultant's Competitive Negotiating Act again even though the plans for the rehabilitation of the Old Fire Station had been donated.

Mr. Randolph said that there was a distinction, but there were two phases, one was the cost of the plans, and the other the cost of supervising the construction. He said he will research this further and give a legal written opinion in time for the next Council meeting.

MINUTES OF MAY 8, 1984

Mrs. Douthit said that the Town owed Mr. Peacock monies for work accomplished, and she asked him if he would be willing to settle or agree to dissolve the contract upon receipt of monies owed to him? Mr. Peacock said he would even though he was not happy with the way things had evolved.

3. Amendment to Charter Ordinance No. 4-84. Mr. Randolph distributed a draft of Ord. No. 4-84 in which certain green town owned properties are listed. He stated that the first draft had been an open ended ordinance but the Committee had felt a list of Town owned green space was more appropriate.

Mr. Cummings said legal descriptions should be included. Mr. Winterfield said that the Charter was the constitution of the Town and its purpose was to establish general principles.

Mr. Randolph agreed it was a good point and normally in a Charter specific properties would not be mentioned, but if the Committee felt this was a better approach, it was not legally precluded from doing it this way.

Mrs. Jackson asked if the wording "all Town owned open green space to remain open green space in perpetuity" could be included in the Ordinance.

Mr. Bradford said that there was a master site plan or provision to build several recreational facilities at Seaview Park at a later date and wanted to know if Seaview Park was included in the Ordinance would this not negate the Town from providing these facilities in the future?

Mr. Randolph said it would and therefore a provision was definitely needed to differentiate this property.

After further discussion the Committee decided to go back to the original format of the Ord. and asked that an appendix be included stating that legal descriptions for properties listed in said appendix were on file in the Town Clerk's Office. Also it should say that there may be additional Town owned green spaces to be covered under this Ordinance. The Committee asked Mr. Randolph to have the amended ordinance ready for the May 8 Council meeting so that it can be discussed further.

4. Bicycle Riding on Sidewalks in commercial areas. Chief Terlizzese said that in Jan. 1984 at a meeting of this Committee, it was recommended that an Ord be adopted to deal with this problem.

Mrs. Douthit asked if bicycle racks could be placed in different parts of Town so that bikes could be parked. She also asked if bicycle rental shops were required to have bikes equippped with bells, and if ot, could this be made a requirement in Town. Chief Terlizzese said that it is required by law, and if riding after dark, they have to have a headlight.

Mr. Randolph said he will make minor amendments to the Ordinance incorporating some of the suggestions discussed. In Section 1, he will add the words:"unless such sidewalk is specifically designed as a bike path" and have it ready for the May 8 Council meeting.

After further discussion, the COMMITTEE RECOMMENDS that the Ordinance be adopted by the Council.

5. Parking stickers Mrs. Douthit said all the parking programs in effect now, benefit only those residents that live within the designated areas. She said she has received many letters from the elderly and handicapped people complainting about the parking problems in the Town. Mrs. Douthit also said that there are no blue invalid parking spaces along the beach.

Chief Terlizzese referred to a memorandum he wrote to the Town Manager on Feb. 7, 1984 regarding handicapped parking. The Chief said that after reviewing the State Statutes, he found that there is a specific formula set forth for the provision of handicapped parking spaces and handicapped parking stickers, and if the Town is to comply with the provisions of the Statute, it must provide 21 handicapped parking spaces in nine different locations throughout the Town. The Chief added that anyone with a handicap or physical impairment can apply for a permit from the Tax Assessor's Office by providing proof of disability from a competent physician.

After further discussion, the COMMITTEE RECOMMENDS that this matter be brought to the attention of the Council at its meeting of May 8, in order to seek further direction on the subject.

6. Refurbishing of Council Chambers. Mrs. Douthit said that since the money budgeted by the Old Council to refurbish the Council Chambers was too much, it was decided by the new Council to reduce this sum. However, it has now been found that the new amounts allocated are not enough because some of the items have to be replaced. The following items cannot be repaired or refurnished: (1) the blinds. (2) the pews are termite ridden and they either have to be treated or replaced. It is not worth fumigating these pews because of extensive damage and because the building itself has termites. Mrs. Douthit suggested getting either refurbished or new theatre seats and this will cost approximately $10,000 ($5,000 had been allocated to get cushions for the pews). (3) the floor has to be sanded and refinished. This work has to be done after working hours because of the dust and noise that this works will produce. This work will cost an additional $1500.

Mr. Cummings said that for the edification of the Council a memorandum be prepared by the Town Manager's office, informing them of the difficulties being encountered.

THE COMMITTEE RECOMMENDS that the extra expenditures be authorized even though they are exceeding the monies originally allocated due to circumstances beyond their control.

There being no further business, the meeting adjourned at 11:05 AM.

signed Nancy Douthit, Chairwoman and Alan Cummings, Committeeman

The motion to approve the report carried unanimously.

8 (b) (Item 15) Palm Beach International Airport (PBIA) "Draft" Environmental Impact Statement by FAA regarding Proposed Elimination of Fanning Comments by William Cudahy, Member of Citizens' Committee on Airport Noise.

Mr. Cudahy handed out some material to the Mayor and Council, indicating that he was appointed to this Committee by County Commissioner Wilkin and is not representing the Town of Palm Beach and he pointed out when the County Commission created this particular Committee, they required one member of the Economic Council of Palm Beach County, three members recommended by the FAA, the Airline's Pilots and the Air Transport Association; two members from the Palm Beach County Municipal League and five members were appointed by the County Commission.

Mr.Cudahy indicated the Citizen's Committee has a Technical Coordinating Committee which Bob Doney sits on and it has a policy Committee on which the Town is represented by Mr. Ilyinsky and an Operations Sub-Committee of which he was Chairman but it has been disbanded since it has completed its job. The Technical Coordinating Committee is a Land Use Committee which is not exactly what the problem is.

Palm Beach Int'l Airport

He referred to the packet and asked the Mayor and Council to turn to Alternative 1, which would be no action - fanning would continue. He then referred to another page which showed the proposed action and this page showed the fanning eliminated with four black lines, one bent a little bit to avoid Century Village.

He related some background on this, the runway use program has been completed by the Citizen's Committee and in the seventies, they invited the FAA to this area when this problem developed and Robert Martin, Chief of Air Traffic Control of Washington, D. C., and Dr. Powers, the Chief of the Environmental Control for the FAA addressed the Town Council and the fanning was adopted at that time as being a fair way to have aircraft depart from Palm Beach International Airport. In 1976, the Informal Runway Use Program was amended and the key language was: "The amendment continued the departure fanning, but required alternating use of Runway 3113, (the north/west south/east runway) and Runway 9L 27R and the FAA saw fit to tell the Town that the use of both runways was feasible and proper and fair.

He suggested the Town Manager be authorized to represent the Council and address this problem to the FAA immediately and we have until the 31st of May to comment on the 80 page draft of the Environmental Impact Statement which is highly technical. Mr. Frost should advise the FAA that it has reviewed the various alternativesin the FAA's Draft Environmental Impact Statement (EIS) on the elimination of fanning procedures and tell them the Town Council of the Town of Palm Beach is opposed to the various alternatives which would eliminate fanning. Then, going further, the Town Council authorize its manager to inquire of the FAA why it has abandoned the Runway Use Program adopted in 1976 which provides for alternative departures off both the runways, runway east/west and north-west south-east. On the data submitted, it shows: Action: Personnel in the Tower be guided by the following - departures will be assigned random runways as suitable for wind and traffic conditions. Mr. Cudahy felt the runways should be alternated and perhaps if they were made aware of the fact that the Town has no representation on the Citizens Committee and is one of the municipalities most impacted by the noise, they must have procedures to deal directly with the communities most impacted. Otherwise, the County will continue on their present course and it will be in concrete.

Mr. Ilyinsky thanked Mr. Cudahy for his help and for this information and indicated he always has felt most citizens are very happy to have an airport situated where PBIA is, and he is perfectly willing to share the sounds with the whole island.

Mr. Ilyinsky asked for authorization to empower the Town Manager to act on the Council's behalf on proceeding with the FAA on the correct way it should proceed? Mr. Burn thought Council should first decide which way is the correct way to proceed.

Mr. Ilyinsky indicated he was in favor of fanning and the Runway Use Plan which was supposed to be instituted in 1976 but was never actually instituted. He thought all runways were perfectly suitable except in very stormy conditions. Mr. Matthews did not agree and felt the wind was even more important when one was flying a helicopter.

Mr. Matthews felt the essential thing is the wind may favor some of the other runways but they will be using the one which is most favored, although the pilot may always have the discretion of which runway he wants to use, although that rarely happens.

Mr. Matthews recalled a previous Council had decided to go with the fanning procedure so it would be up to this Council as to whether or not they want to change the procedure or reiterate the fanning.

Mr. Frost informed the Council if they would like him to address the FAA, he would like to say more than "continue" but "start"; as fanning is a joke as they are not abiding by it now, so if he is to talk to them, two things should be brought out:

1. Fanning is what the Town Council would like to see them do; and

2. Impose it as the 1976 Order says.

Mr. Burn wanted to know if it was to be total fanning or only limited? Mr. Frost explained the fanning procedure was instituted in 1976 at the behest of this Council when the FAA people were here as previously stated by Mr. Cudahy, but the pilots are not paying any attention to this.

Mr. Burn felt there was fanning done to some extent as they do get over the water very rapidly and asked what was going to be suggested? Mr. Frost suggested that the 1976 FAA Order should be followed and if he enforced fr[illegible]

Mr. Matthews moved the Town Manager be instructed to advise the FAA of:

1. The Town's support of the 1976 Plan on Fanning;

2. The FAA be advised that this Plan to the best of our knowledge has not been followed in the past;

3. They are urged to start following this Order or start it;

4. The Town is indeed in favor of the fanning proposal.

Motion seconded by Mr. Cummings. Motion carried unanimously on roll call.

Item No. 7 - Applications for Charitable Solicitation:(a) Palm Beach Paramedic Association, No. 143-84.

Mr. Matthews moved for approval. Seconded by Mr. Burn. On roll call, the motion carried unanimously.

Item 8 - Sealed Bid Awards:

(a) Sealed Bid No. 9-83/84 - South Woods Road Drainage Improvements.

Char. Solicitatior

Mr. Matthews moved that all bids be rejected. Seconded by Mr. Cummings. On roll call, the motion carried unanimously.

Mr. Ilyinsky explained this is because the project has changed and the entire thing must now be rebid.

Item 9 - Possible Purchase of Aerial Platform.

Mr. Frost indicated a confirmation of the Town Manager's and Fire Rescue Chief's actions needs to be had for putting in a bid on a used aerial platform presently owned by the City of Littleton, Colorado. He has covered this in a memorandum to the Mayor and Council on 4-24-84.

Sealed Bids

Mr. Frost indicated there would be a saving of approximately $100,000 as this would generally cost $350,000 to $400,000 and would take eighteen months to be delivered after it was ordered, so there are two benefits to this, one being a lower price and secondly, it would be on hand within six to eight weeks instead of waiting eighteen months.

Mr. Cummings pointed out that when this opportunity came up, Chief Elmore was sent to Littleton to inspect the equipment, along with the mechanic and they both were favorably impressed and therefore, they were encouraged to bid on this equipment.

Mayor Marix asked if this was the same aerial platform which was included in part in this year's budget? Mr. Frost indicated it was.

Mr. Frost explained half of the proposed price had been put in this fiscal year's budget and the other half would be budgeted next year for a total of $400,000.00.

Mayor Marix asked why the City of Littleton was getting rid of this equipment? Mr. Ilyinsky explained they have restructured their operations.

Mr. Matthews moved that the Town Manager's action be confirmed in bidding on the aerial platform piece of equipment. Seconded by Mr. Cummings. On roll call, the motion carried unanimously.

Item No. 10 - Garden Club of Palm Beach by Mrs. Lyn Cudahy - Resolution. Mrs. Cudahy addressed the Mayor and Council on behalf of the Garden Club of Palm Beach thanking them for this opportunity to present a Resolution of the Executive Committee adopted at their meeting held April 5, 1984 commending George R. Frost, Town Manager who is retiring and who has rendered extra-ordinary valuable service to the Town in helping maintain the Town as a place of beauty and tranquility and by virtue of his professional capacity and high integrity has won the friendship and profound respect of the members of the Garden Club. He is highly regarded by the members and has achieved a most enviable reputation and stature in his field for his outstanding ability.

Garden Club Resolution on George Frost

Mr. Frost accepted a copy of the Resolution and there was much applause.

Item 11 - Authorization for the Town to advise the City of West Palm Beach that the State Bond Loan is proper financing method for Energy Conservation Improvements. - Regional Sewage Treatment Plant.

Regional Sewage Treatment Plant

Mr. Doney explained a memorandum dated 4-23-84 has been sent to the Mayor and Council on this matter which gives background information on this subject. In summary, there is an ongoing program at the Regional Sewage Treatment Plant which is a two phase improvement program, one being energy improvements which will reduce operating costs and the second is expansion or increased capacity at the Plant.

Mr. Doney recalled a former Council has granted authorization for the Town to participate in the energy improvements which will result in cost savings to the Town for treatment and disposal of sanitary sewage. The Town has advised the City of West Palm Beach who is the lead agency on the operation of the Plant that the Town does not need additional capacity. This decision is based on the Town Engineer's

estimates of the growth and existing usage at the Plant.

Mr. Doney indicated what is needed today is confirmation and approval that the State Bond Loan program is the best method of financing for the energy improvements and as stated by Mr. Simmons in his letter to the Town of Palm Beach, there are advantages for the five participating entitities by pooling and utilizing their resources under the State Bond Loan program.

Mr. Matthews wanted to know what the advantages were to the Town specifically? Mr. Doney responded there would be increased cost savings in future years by the implementation of the Energy improvements and the design of the energy improvements are being done by the consulting engineering firm of Post, Buckley, Shoe & Jernigan.

Mr. Matthews asked if the Town would participate in this, would this freeze our costs as far as the cost of treatment is concerned? Mr. Doney replied it would not freeze the cost of treatment. He noted there were no other options actually as ocean outfalls are no longer allowed and this would allow the Town to enjoy long-term reduced operating and maintenance costs at the Regional Sewage Treatment Plant. It would be a projected cost savings by reducing operating costs.

Mr. Burn asked if there were any plans to ask for increased allocations? Mr. Doney responded negatively.

Mr. Matthews moved the authorization be given. Seconded by Mr. Burn. On roll call, the motion carried unanimously.

E-2 Emergency Repairs

Item 12 - Confirmation of Emergency Repairs to E-2 Sanitary Sewage Ejector Station. Mr. Burn explained the emergency repairs to this station were definitely needed and he moved the repairs be confirmed. Seconded by Mr. Matthews. On roll call, the motion carried unanimously.

Sanitary Sewer Rehab Program

Item 13 - Authorization for Continuation of Sanitary Sewer Rehabilitation Program. Mr. Burn indicated this is authorization for continuation of the sanitary sewage rehabilitation program which was partially completed this year as there were some extra funds available and work has already been started on this and he thinks it should be approved.

Mr. Matthews moved for approval. Seconded by Mrs. Douthit. On roll call, the motion carried unanimously.

Warrant List

Item 13A Approval of Warrant List and Fund Expenditure Report for the month of April, 1984. Motion was made by Mr. Matthews, seconded by Mr. Cummings to approve the Warrant List and Fund Expenditure Report for April. On roll call, the motion carried unanimously.

Lease of Flagler space

Item 14 - Authorization for Town Manager to Execute a Renewal Lease Agreement for Office Space at 45 Cocoanut Row, with Flagler System. Mr. Frost explained these offices are rented from the Flagler System and the lease expires this Fall. Mr. Matthews moved that authorization be given to the Town Manager to execute the renewal lease agreement for office space at 45 Cocoanut Row.

Mrs. Douthit asked for how long a period of time this would be leased? Mr. Frost suggested it be for a two year period with an option to renew past that in the event the floor space in the Town Hall does not become available.

Motion was seconded by Mr. Cummings. On roll call, the motion carried unanimously.

Item 15 - see Item 6

Muriel Barnett

Item 16 - Muriel Barnett - discussion - Fraud and Equal Protection Under the Law - Palm Beach Law. Mrs. Barnett was not in the audience to discuss this item.

LPC Appts

Item 17 - Landmarks Preservation Commission - Appointment of Members. Mr. Frost stated he has sent a memorandum to the Mayor and Council on May 1, 1984 and Robert T. Eigelberger's name has been submitted for consideration as a regular member of the Commission with term to expire February, 1987 and Sally Gingras, Architect should be considered as an alternate member of the Commission. Mr. Matthews moved that Mrs. Gingras be appointed as an alternate member of the Landmarks Preservation Commission and Mr. Eigelberger be appointed as a regular member. Seconded by Mrs. Douthit. On roll call, the motion carried unanimously.

O'Hara's Var 68-83 extension

Item 18 - Susan J. O'Hara - O'Hara's Palm Beach Ltd. - Request for six month extension of building permits relative to Variance No 68-83, which was conditionally approved by Council on October 11, 1983. Mr.Frazier Wellmeir addressed the Council indicating he and his wife are general partners in the ownership of O'Hara's and requested a six month extension as they have been many delays which are not of their making. Mr. Matthews moved the six month extension be granted. Seconded by Mr. Cummings. On roll call, the motion carried unanimously.

Item 19 - Modification of Town-imposed conditions of approval on following:

Sp Ex 3-81 Palm Beach Hampton

(a) Special Exception No. 3-81 - Palm Beach Hampton, 3100 S. Ocean Blvd.,by Marvin Szatmary, request for elimination of water holding tank.

(b) Special Exception No. 4-81 - Enclave Condominium Project, 3170 S. Ocean Blvd., by S. Lyon Sachs, President, Nasa Construction Co., request for elimination of water holding tank.

Mr. Ilyinsky indicated these are both requests for elimination of water holding tank.

Mr. Moore gave a background on these requests which were tanks required by the Council in late 1981 when one of the major concerns of the Town was water supplies to the South end of the Town. In order for the applicants to receive Site Plan Review, they agreed to install these tanks which would be separate holding tanks that would hold water on site in the event there was a fire and there would not be enough water pressure. In 1979, the Building Code, which these buildings were permitted under, also required an additional tank, however, it is no longer a requirement of the Building Code and the Fire Department Chief has given his blessing to the removal of the tanks on both properties with the installation of a second line running down the west side of the right-of-way which was not in place at the time there was a moratorium and the pressure problem is no longer a problem.

Mr. Frost recalled fire fighting capabilities was one of the reasons these storage tanks were put in and another reason was due to the fact there was a severe water shortage in the late seventies and these water tanks were very welcome to the people in those buildings since they were filled at night and emptied during the daytime.

Mr. Lyon Sachs was asked why he wished to remove the tanks and he explained this is on the fire supply side only and it will be 10,000 gallons of stagnant water just sitting there which will be a nuisance to the condominium association and would be a potential source of contamination. For practical purposes, if there was a fire, the amount that is stored in the tank would not be enough to fight a fire.

Mr. Matthews did not think fire fighting capabilities would be hampered whether the water is or isn't stagnant, but he would be willing to go along with the removal of the tanks with the proviso that if there is a water shortage the Condominium Association will not hold the Council responsible.

Mr. Moore explained what Mr. Sachs and Mr. Szatmary are asking for is the removal of the tanks on the fire line side only, which is a separate line coming into the building and has nothing to do with the domestic potable water.

Mr. Moore again indicated there were no objections from the Fire Chief or the Fire Marshall due to the fact there has been another line installed and in an emergency water can be secured from the pool or the intercoastal waterway.

Mr. Matthews moved the water holding tanks for both the Palm Beach Hampton and the Enclave be allowed to be removed. Seconded by Mr. Cummings. On roll call, the motion carried unanimously.

Var 10-84
Tracey

Item 20 - Variance No. 10-84 with Site Plan Review (Postponed from 4-10-84) John F. Tracey, 230 Park Avenue - permission to construct multi-family apartment building - three units - with variances regarding lot area, lot depth, density, setbacks. R-C District. Attorney Herbert Gelden representing John Tracy addressed the Council. Park Avenue is a series of 50' platted lots and there are a number of single family dwellings on these lots and there are a substantial number of duplex dwellings on 50' lots and next to the area in question, there is an annex which consisted of 70 residential units which have been reduced to 29 residential units. Mr. Tracey would like to build the minimum on the lots, which would be one dwelling unit per lot.

Mr. Gelden felt his client had the right to sell off these lots to three individual owners who would all then have the right to build three single family dwellings.

He felt the best use of the three lots together would be to combine a triplex, with the layout as suggested.

Mr. Burn asked for staff comments. Mr. Moore indicated his department felt the best usage of the land would be for hotel usage rather than residential as he felt the property was part of the hotel.

Mr. Ilyinsky asked if there was an Unity of Title on this property? Mr. Moore explained there was not, however, the attorney is willing to have a Unity of Use agreement which he felt would do the same as the Unity of Title because of the different styles of ownership.

Mr. Moore indicated it is the staff's contention that the property is hotel property, even though it is in the R-C zone, and it should be put to some hotel usage, even if it would be green area and a shuffleboard court which it once had.

Mr. Frost noted there is no hardship except the lot depth and until and unless two out of the three properties are sold and built upon, there would be no compulsion on the Town Council to accept the minimum that should be done to this property. He informed the Council that whether this variance or the next item is approved by the Council, it is strongly recommended that this property is required to put money into escrow for the storm drainage.

Mr. Gelden asked to address the installation of a parking lot to which the Town Council President agreed.

Spec Ex 5-84
Tracey

Item 21 - Special Exception No. 5-84 with variances - John F. Tracy, 230 Park Avenue - permission to construct 27 supplemental parking spaces, four of which are covered by fabric awnings structure for residences of Palm Beach Hotel, providing 23' maneuvering aisle in lieu of 25'; 9' wide parking spaces in lieu of 10'; front setback of 7' instead of 25'. RC District. Attorney Gelden felt the best use for this parcel of land would be to keep it for parking since there is a 200 room hotel which has no parking space whatsoever. The proposed parking would meet all the Code requirements. There is more landscaping than the Code requires. They would limit this area entirely to hotel guests and they would be willing to have the approval conditioned upon such a use.

They would be putting in new landscaping with an eight foot high hedge. This will help solve a substantial parking problem and will have no density. This property is not owned by the hotel and he felt this client had a right to use his property. He would be willing to provide a document that they would guarantee the use of this property would be only for the hotel. He can't make the Association buy it but they will guarantee it will only be used for the hotel.

Mr. Cummings asked who owned the property directly across the street from the hotel? Mr. Gelden responded it was owned personally by John Tracey. Mr. Cummings asked if the guests of the hotel used that parking lot? Mr. Gelden stated they don't have any right since they do not own the property but Mr. Tracey does have some arrangements with some of them to park their cars there. Mr. Cummings asked where do all the cars park presently? Mr. Gelden indicated they park on the street or in neighboring parking lots, such as Publix.

Mr. Moore commented if the Council agrees to this use as a parking lot, he would recommend the Council agree to a Unity of Use, acceptable to Mr. Randolph. He also recommended that the parking lot be redesigned to accommodate additional green space in the front yard.

Mr. Burn recalled at a previous meeting there was some discussion about having the parking space size conform to the Code, or ten feet. Mr. Moore indicated this has been done, accommodating 24 cars and the lot has two entrances.

Mr. Frost recalled that one of the previous owners of the hotel about ten years ago donated some property for open green space and asked if the applicant would consider that? Mr.Gelden responded negatively.

John Tracey

Mr. Rob Maas addressed the Council indicating he thought Mr. Frost's suggestion was an excellent one. He was also glad to hear Mr. Moore's suggestion about the green space as if this is not done, it would be an asphalt expanse across the street from two single family residences on a street which is entirely residential with approximately half of the homes on that street being single-family. There are several large trees on the property which would also offer very effective screening and he hoped they would remain on the property and not be removed. More importantly, he felt the Council should address the question of standards as before the Council is an application for Special Exception which does require a number of variances. Before the Council does take action, he noted there are certain requirements set forth in the Town Zoning Code which must be met and he does not believe they have been addressed as yet that the proposed use complies with the Code, for example, the requirement that the use be compatible with adjoining development and the intended purpose of the District in which it is to be located.

Mr. Maas noted another requirement is that the Use will not cause substantial injury to the value of other properties in the neighborhood. Another requirement is that the Use will not result in substantial economic, noise, or odor impacts generally in the District. This is a parking lot which will be operated in conjunction with a hotel so it would be in operation at all hours, so these items should be addressed.

Other items which must be addressed with connection with the variances is that the variance granted will be a minimum variance making possible a reasonable use of the land; secondly, that it will be in harmony with the general intent and purpose of this Ordinance and it will not be injurious or otherwise detrimental to the public welfare and finally, that the applicant can show a hardship.

Mr. Maas thought it was essential the 25' of green space be preserved to protect the neighborhood properties.

He realized the Town Council is considering this application in an attempt to alleviate some of the traffic and parking problems which now exist, but they on Park Avenue do not feel they have that problem with respect to the properties on their street as most of them do have off-street parking and there is generally adequate on-street parking to accommodate most of the traffic there, but the problem does exist on Sunrise Avenue which was created through renovation of the hotel without providing any parking spaces in the commercial district in which the hotel is located.

Mr. Matthews asked Mr. Maas what he envisioned as a proper use for this property? Mr. Maas thought there were two uses which he would find acceptable and the first is that use originally proposed to the Building Department and that is it would be used as open space pertinent to the hotel. The second use is that of a reasonable residential building, not one that would be built up to the property line, but a reasonable building and one that was compatible with the other residences of the street.

Mr. Burn asked if Mr. Maas would have any objection to Mr. Tracy selling off these lots and three dwellings built on the lots? Mr. Maas felt the properties were much too small to have three individual homes built on them, and he would go along with a duplex or a reasonable triplex, but all of the proposals seen to date are not reasonable when viewed in terms of the number of variances which would be required.

In order to construct what has been proposed, a substantial excavation of the property would have to be done, and in the past homes on this street have all experienced significant vibration damage anytime excavation has been done in the area, Mr. Maas explained.

Mr. Frank Noska, III of 223 Park Avenue addressed the Council indicating when he moved into the house he now occupies, the property in question was being used as a recreational area for the Hotel. They have all taken interest in what the use of this property would be and have always been led to believe it would be used in conjunction with the Hotel. Park Avenue is a one-way street, with parking on the south side of the street which leaves only one lane of traffic. If the parking lot is approved, he believed there would have to be valet service from the front door of the hotel to bring the cars around to Park Avenue and then to retrieve the cars again, which would create traffic problems.

He also thought some security would have to be provided which would either be in the way of people or lights and the people on that street do not want this illumination on their street. They do believe Park Avenue is a residential area and they want to retain it as such. He is opposed to both of the applications submitted to the Council and would like to see this property used as a single family or a duplex.

Attorney Randolph was asked to give his opinion on the use of this property and he advised the Council they are faced with a property owner trying to reasonably use his property and the people on Park Avenue are contending the owner has a reasonable use as this property was tied in with the Palm Beach Hotel and its appropriate use should continue to be as part of the Palm Beach Hotel. Historically speaking, this property was purchased by Mr. Tracy at the same time he acquired the Palm Beach Hotel property but he contends he did not purchase it for use in conjunction with the Hotel and just because it was purchased simultaneously he did not intend to use it with the Hotel property. He subsequently sold off the Palm Beach Hotel.

The Code states a property cannot be made more non-conforming by selling off a portion of it, however, as he understands it, when the it was granted for the Palm Beach Hotel, this lot was not described as part of the Permit. This would indicate that this lot did not have to be used in conjunction with the Palm Beach Hotel.

Mr. Randolph felt the Council is faced has the following options:

(1) Allow the three unit dwelling to be built on the property;

(2) Consider the parking request.

John Tracey

If neither of the above is what the Council wants to do, the applicant's attorney has indicated they may sell off the lots to three individual owners. If this does happen, the Council would be faced with those applications for variance as the lots could not be built on according to the Code.

Mr. Randolph disagreed with Mr. Gelden on his ability to sell those properties and make them three non-conforming lots and allow three individual property owners to come in and built units on them.

Mr. Matthews thought the issue before the Council was Variance 10-84 and he moved this Variance 10-84 be denied. Seconded by Mr. Burn. On roll call, the motion carried for denial with Mr. Ilyinsky voting against the motion.

Mayor Marix asked if he would want to now design something different, would the applicant have to wait six months to come back before the Council? Mr. Matthews felt he would have to wait the six month period and that was his intention.

Mrs. Douthit stated she knew the rooms at the Palm Beach Hotel are condominium type ownership and there has been discussion here today that if the parking lot were installed, there would be a lot of going and coming in and out of the parking lot and she wondered if an arrangement could be made that the spaces on this lot would be used by only the condo dwellers and the usage would then be no more busier than the home owners would be.

Mr. Maas still wanted to have addressed the major concern of the home-owners on the street and that is the lot would be adequatedly landscaped and sight-screened.

Mrs. Douthit noted the property is now a sea of naked earth. Mr. Maas noted this may be so, but it is screened by some eighteen feet of hedging and three large trees.

If this plan is accepted, Mr. Maas stated, he would like to know if there was an irrigation system to be installed as required by the Code?

Mr. Moore asked to address Mrs. Douthit's concern as when this was originally proposed, he had asked the applicant's attorney to ensure that this parking lot would be for the residential uses of the hotel only and not encompass any commercial use, so the need for valet service would be precluded. Additionally, one other consideration is that the parking lot would reduce the non-conformity by providing some parking spaces on the property and taking some off of the street.

Mr. Burn asked if in the staff's discussion on this parking lot, was specific assignment to individuals discussed? Mr. Moore responded they only discussed the condominium owners use.

Mr. Gelden recalled they had discussed this with the Building Department and this will only be used by condominium users and not by the commercial uses. They have no objection to going higher with the landscaping.

Mr. Burn asked how much greater would the setback be? Mr. Moore stated it would be an additional ten feet which would give them additional planting and they have called for a redesign of the lot in order to provide for this additional planting. Mr. Gelden indicated he would be willing to do so. Mr. Moore stated this would mean eliminating six to eight parking spaces and they are trying to address all of the problems and reach some sort of a compromise to keep everyone happy. Mayor Marix asked if this hotel would change ownership style and it was not a condominium hotel, what would happen to those spaces? Mr. Gelden did not think this was probable and suggested a condition could be that the parking spaces be only used in connection with the residential uses of the building.

Mr. Burn suggested this matter be continued until the next meeting as he would like to see the redesign plans encompassing all of the concerns of the Building Department.

Mr. Cummings thought perhaps a conditional approval could be granted as this matter has been before the Council for several months now. He moved that conditional approval be granted for Special

Exception 5-84 with Variances, subject to having the new plan approved by the Building Department.

Mr. Maas noted there were a number of residents of Park Avenue in the audience, Mr. & Mrs. Ray Hager, Mr. & Mrs. Sam Hoffman, Mr. and Mrs. Dale Fenfrock, Mr. Ray Boone and other neighbors and he hoped the Council would not set a dangerous precedent on handling this matter without taking into consideration what the Code actually requires

Mr. Matthews seconded the motion for discussion purposes.

Mr. Randolph cautioned the Council on granting conditional approval when the matter is still not determined and recommended this be postponed. Mr. Matthews then withdrew his second of the motion after which Mr. Cummings withdrew his motion.

Mayor Marix suggested they get in touch with the Preservation Foundation and see if something could be worked out.

Mr. Burn moved that this matter be continued until the next meeting with the understanding there will be a redrawn proposal incorporating the Building Department's comments. Seconded by Mr. Matthews.

Mr. Frost asked if the Administrative comments could be heard to which the Council agreed. Public Works Department and the Town Engineer state the storm drainage matter needs to be addressed if this is going to be parking lot, instead of the long term usage as a recreational area. Mr. Frost thought the Town had been somewhat taken on this issue as he has heard said today the applicant should be allowed to make a parking lot for the residential use of the property and the only reason it looks like a sea of naked earth, the Town did allow Mr. Tracy to use this lot as a staging area and a parking lot during construction.

Mr. Frost indicated if this is allowed to be used as a parking lot,it should have Code landscaping in its entirety and Code setbacks and there should be an agreement this will not become a commercial parking lot since it is located in a residential zone and would destroy the zoning in that area. If the condo dwellers are going to use it, it should be part of their condo ownership. He suggested the only way to resolve the neighborhood problem is to make the property accessible only from the commercial property to the south.

Mr. Matthews asked if these could be incorporated as part of the motion, to which Mr. Burn agreed.

On roll call, the motion carried unanimously.

Five minute break taken.

Meeting called back to order.

Sp Ex 9-84 Pace

Item 22 - Special Exception No. 9-84 - William B. Pace, 218-220 Phipps Plaza - permission to utilize drive off of Seaview Avenue to enter parking area (provide two spaces) permit construction of two supplemental off-street parking spaces to the rear of residence. R-C District. Mr. Pace addressed the Council indicating there is a ten feet easement off of Seaview and he is asking for permission to install two parking spaces in this area. He is presently working on plans to reduce the density of this building from four units to two. Mr. Ilyinsky asked why he did not take advantage of the Permit Parking which the Phipps Plaza owners enjoy? Mr. Pace responded he felt it would be more beneficial to his property to have private parking off the street and it would also be a benefit to the Town to have these cars off the street.

Mrs. Douthit and Mr. Burn noted there was a letter of objection in the file from Mr. Belford Shoumate. Mr. Pace indicated Mr. Shoumate is concerned with cars coming in and out late at night as he lives next door, but Mr. Pace felt once the hedges are installed, he did not believe there would be any problem. There is a gazebo in the rear of the property and he could stop the parking before it got to that area.

Mr. Frost gave the Administrative comments: Mr. Frost stated when he and Mr. Ilyinsky went to observe the property, they noted there was 20 to 25 spaces available in Phipps Plaza and he asked Mr. Pace why he would need to have this variance when there seems to be adequate parking at the front of the premises.

Mayor Marix commented they would have to carry their groceries by wading through several inches of water, when it is raining.

Mr. Pace explained he is not eligible for a Permit now as he is not presently residing on the premises but his engineer and his contractor who have been doing work on the property have not been able to find a parking place there during the day.

Mr. Cummings moved the application for Special Exception No. 9-84 be denied. Seconded by Mr. Matthews. On roll call, the motion carried with two negative votes from Mrs. Douthit and Mr. Burn.

Sp Ex 10-84 Oasis III

Item 23 - Special Exception No. 10-84 with Variances - Oasis III of Palm Beach, Inc., by Asconio Grandinetti, President (Sally Benson, Attorney) 3120 S. Ocean Blvd., request modification of approved Sp. Ex. No 15-80 (with Variance and Site Plan) to allow construction of a Guard House at entrance and Tennis Court along A-1-A, providing 8' frontyard setback instead of 25' and 6' and 20' frontyard setbacks (for Tennis Court) instead of 25' required. RD-1 District. Ms. Benson, attorney, representing Oasis 111 addressed the Council asking for permission to have a setback variance for a tennis court and for a guard house. She exhibited plans which showed the lay-out of the project. They wish to build the tennis court on the west side of A-1-A and to put a guard house behind the planter area as one enters the premises on the east side of A-1-A. They do not have the room to

provide the necessary setbacks and they are asking for 17' for the guardhouse. She has spoken to the Building Department with regards to the Staff comments and they have asked for large plantings in the planter which they have no problem in doing, which will help conceal the gate house. The reason the gate house was not originally a part of the plan is because there is a security program already installed which is a closed tv circuit system, but the owners and prospective owners have asked for additional security.

Mr. Matthews asked what the present occupancy of this property was at the moment? Ms. Benson indicated only a few apartments are occupied. Mr. Matthews noted this was a developer's plan. Ms. Benson responded this was so, but it was at the urging of prospective purchasers.

Mr. Matthews felt this was a hardship brought on by the developer himself as he could have arranged for this guard house to be a part of the original plan. He could see no hardship.

Mrs. Douthit asked about the southeast corner of the tennis court which seemed to be located in the right-of-way of A-1-A? Mr. Cummings asked how many units were in the buildings? Ms. Benson responded there were three buildings with 24 units in each building. Mr. Cummings thought with the planning which has gone into the project as it seems to be a well-thought-out development, but he can see no hardship for either the request of the tennis court or the guard house, other than a financial hardship and economic hardships are not considered as hardships under the Code.

Mr. Cummings moved that the application numbered Spec. Exc. #10-84 with variance be denied. Seconded by Mr. Matthews.

Ms. Benson asked for permission to complete her presentation which Mr. Ilyinsky granted. She stated they have angled the tennis court for two reasons as the property has an unusual shape; and secondly, the way the sun rises and sets, this angle is a safer way to construct the court so there is no hazard of balls flying out onto the highway. The tennis court is about 26' away from the bicycle path there and 57' from the center of A-1-A and the guard house is 58' from the center of A-1-A.

Ms. Benson addressed the hardship issue feeling there was no other place the tennis court could be constructed on the property.

Ms. Benson indicated she needed a variance of 5' on one end and she could move it further west two feet on the other end and would need a variance then for 17' on the other end. She pointed out there were variances granted to other developers to build tennis courts so she felt a precedent had been set. She stated they have tried to get approval from the owners of the properties in the immediate area who have tennis courts presently to have their tenants use those tennis courts, but permission was not given.

Mr. Matthews thought their argument on not having any space on the east side in which to put this tennis court was not a valid one, as had the developer in the initial instance, not built to such high density,and possibly left off one building, there would have been plenty of space for the recreational area, so there is no hardship.

Mr. Frost gave the Administrative comments: Building has no objection providing the tennis court is 100% sight-screened and two large trees screen the north west and south west corners of the guard house. The Town Manager objects to the setback variances and to the site west of the Bike Path. If the Path could be moved and pedestrians and cyclists have a clear view of the Lake, then he would not object.

Mr. Burn asked what the density was on the property? Mr. Moore disagreed with Attorney Benson's figure on the density mentioned earlier as he felt it was 45 units on the property. Mr. Burn asked what that worked out to per acre? Mr. Moore responded about 11 to 12 units per acre.

On roll call, the motion carried for denial with Mr. Ilyinsky voting against the motion.

Item 24 - Special Exception No. 11-83 with Site Plan Review - First American Bank and Trust, 218 Sunrise Avenue by Wesley Cawley, Vice-President - permission to construction a two story office building. C-TS District. Mr. Cummings indicated he does serve as a Management Director of the First American Bank and Trust Co., for which he is nominally compensated for each meeting he attends and in addition. he is a nominal stockholder. Attorney Randolph felt a legal conflict does exist and he may abstain from voting, however if he does wish to cast his vote, he may do so and file a Conflict of Interest form with the Clerk. Mr. Cummings indicated he would be abstaining from voting. Spec Ex 11-83 1st Am Bank & Trust

Mr. Marvin Szatmary, architect with the Lawrence Group addressed the Council representing the applicant. The property is on Sunrise Avenue and he exhibited a drawing which depicted the property as well as the surrounding properties. On Sunrise Avenue, there were a number of existing buildings which varied in height up to four stories. Immediately surrounding the property is the Palm Beach Hotel, which is four stories; St. Edward's Church which is equivalent in height to a four story building; Paramount Theatre at three stories and under construction behind the property is O'Hara's which will be two stories and an existing commercial office building which is also two stories. In looking at the property, they tried to meet the Code requirements and also define the correct project for this site and after carefully studying it, chose to go the route of Special Exception under Section 5.48 of the Code, which permits additional height in return for reduced lot coverage and increased landscaped open space.

The existing First American Bank is housed in a commercial office building along County Road.

Right now, existing on the property is an existing commercial building where they propose to put the new building. The existing commercial building is part of what is known as The Mews property which originally consisted of 4000 square feet of commercial space and approximately 14 dwelling units and basically covered the whole site. As part of his submission, he did include a survey what was on that property originally. Presently all that does exist is 3000 square feet which was a portion of the building. In addition on the property there are three drive-in tellers presently. They propose to build a two story office building and eliminate one of the drive-in tellers. The lot coverage will be reduced from 85% down to 42½% and the landscaped open space will be increased to 25%. A minimum setback of 15' will be provided off the front yard and access will be allowed to the commercial space off the first floor. Office ingress will be off of Sunrise Ave. Parking is provided through the use of a sub-basement with an entrance and exist ramp at the west end of the property. Parking is also provided on-grade for use by the Bank and some of the commercial space and this will be behind the existing commercial building and will be screened.

They have attempted to tie the property together with the existing First American Bank by providing similar architecture and there will be approximately ten feet of landscaping between the sidewalk and the building itself. Presently there is none as the sidewalk comes right against the existing building.

The traffic proposed to be generated by this project has been reviewed and their traffic expert has indicated the additional traffic will not cause a hardship on Sunrise Avenue.

Mr. Ilyinsky asked if there was built a one story building, how much green space would there be left? Mr. Szatmary responded there is approximately 15,000 square feet being developed on this property which does comply with the Code and the reason they are making this proposal is because they feel it is a benefit to themselves and to the Town to provide a better looking project as they believed a two story building with more than 25% open landscaping will be a better looking project. There will be no variances involved and the amount of commercial space they are proposing is about the same as presently exists, with the addition of the second floor office which accounts for about 10,000 square feet. He exhibited a plan showing the one-story building which they only prepared to ensure they would be providing the best looking plan. If they went to one story, green space now existing would have to be eliminated. This would provide a little bit over 12,000 square feet of office and commercial space with 15% open landscaping and the lot coverage would be approximately 70%. Parking would be provided on the roof of the structure.

Mr. Matthews felt he would rather see single story structures remain there as it is in his opinion the proposed two story is too much building on too little land. He thought the building would be doubled over what is now existing and the traffic impact would be substantial and density would be higher than it is now.

Mr. Frost asked what the setback would be for the two story version? Mr. Szatmary indicated it would be 15'. Mr. Frost asked if it were possible to move the building back and provide more landscaping in the front rather than in other areas where it really cannot be seen from the street? Mr.Szatmary responded it is possible, but he had what he considered a good reason for not doing that. To push the building further back, makes it more difficult to use the building as a commercial use as people walking down the street would not be able to walk onto the property fairly easily as they would if it did not have the larger setback.

Mr. Frost asked what the elevation was in the sub-basement to which Mr. Szatmary responded it was minus five feet. Mr. Frost asked what they contemplated doing to prohibit flooding? Mr. Szatmary indicated they would be providing pumps to pump out any water.

Mr. Burn asked how far the building could be moved back? Mr. Szatmary responded potentially it could be moved back an additional ten feet, which would be a problem with regards to the drive-in tellers and the fact they would have to provide beaming which would make the basement even lower. Mr. Burn thought it could be moved back three or four feet without any problem to which Mr. Szatmary agreed. Mr. Moore thought there would be no problem moving the building back five feet to which Mr. Szatmary agreed.

Mr. Frost gave the Administrative Comments: Building Official has noted three conditions: Prohibit the expansion of bank facilities into this new office building unless the Town Council does approve. Unity of Title should be provided between this property and the property surrounding it because of the joint use of parking. New structure since it is in a C-TS zone be limited to Permitted Uses with no more than 2000 square feet. Mr. Szatmary indicated he had no problem with those conditions.

Mr. Moore additionally noted there would be a reduction in the drive-in teller lanes and the parking would now become conforming.

Mr. Burn moved the Special Exception No. 11-84 be approved with the conditions as stated. Mr. Frost indicated the conditions would be the items he read into the record and to move the building back 15' to provide additional landscaping. Seconded by Mrs. Douthit. On roll call,the motion carried with an abstention from Mr. Cummings.

Var 16-84
401 Worth
Avenue

Item 25. Variance No.16-84 - 401 Worth Avenue Association, Inc., 401 Worth Avenue, by Clarence D. Bell, President; permission to expand non-conforming structure by installing fabric awning from second floor balcony, projecting 3'6" into and over public sidewalk at front door entrance, with lateral dimension of 21'3". R-C District Mr. Bell addressed the Council indicating there was a need to provide shelter for their residents and guests and visitors at the front entrance. They do have a telephone system but if it is raining, there is no cover and they must stand there to wait for a response. Also, there is a problem with maintenance of the telephone system since it is not sheltered from the elements. An awning has been designed to provide the shelter and should be asthetically acceptable. This does extend over the sidewalk within two feet of the curb which requires the variance. They can modify the awning and limit it to their own property.

Mr. Frost gave the Administrative comments: The Town Manager's Office objects to the private construction over public property of the awning and recalled that each time anything like this has been proposed in a residential zone in the past, they have been denied. There are no awnings over public sidewalks in this Town.

Mr. Frost stated he sympathizes with their problem but this building must have ten variances as there is just too much building there for the property. This would be a new precedent set if granted as no where in this Town has a property owner been granted the right to use public property for a residential use.

Mrs. Douthit moved that the Council say "yes" to this Special Exception 16-84 provided the awning is cut back to stay on their own property. Seconded by Mr. Cummings. On roll call, the motion carried unanimously for approval.

Item 26. Variance No. 17-84 - Royal Poinciana Plaza, (Sidney Spiegel), by William C. Mitchell, Vice-President; permission to install business identification sign on north face of Slat House Office Building. C-PC District. Jim Broderick from Prudential-Bache Office in Palm Beach addressed the Council for a variance on their sign identification. Presently, they are tenants in the Plaza and wish to move their quarters to the Slat House and wish to put their sign on the north wall. Var 17-84 Royal Poinciana Plaza

Mr. Frost gave the Administrative comments: No objections except from the Town Manager's Office who doesn't really object but in the past there has been cases of a "creeping violation" and that is the first tenant in a building would get approval for a sign and then come other tenants who wish to add their signs and eventually, we have to say "no".

Mayor Marix asked if they were ever told they could have signs? Mr. Moore responded he has no reason to believe that the owner of this project would not be aware of the sign ordinances of this Town.

Mr. Cummings asked if the sign proposed is in accordance with the Code? Mr. Moore stated it was and it will be on the north side which would face the Plaza although it can be seen by southbound traffic on Cocoanut Row.

Mr. Matthews felt the directory of the building in the lobby of the building would identify all the offices in the building, therefore, he moved that the Variance be denied. Seconded by Mr. Cummings.

On roll call, the motion carried unanimously for denial.

Item 27 - VARIANCE No. 28-84 - Reva Goode, 125 E. Inlet Dr., by Architect Delfin Menendez; permission to construct a swimming pool and 28 deck providing 7'6" setback at north rear side and 20' setback at east corner side. R-B District. Var 28-84 Reva Goode

Mr. Menendez addressed the Council indicating this house was built 20 years ago and complied with the Code at that time. His client's doctor has requested she have a pool and they need a variance in order to install the pool.

Mr. Frost gave the Administrative comments: Building Department objects due to no hardship shown and the pool can be relocated or reduced in width so as to reduce or eliminate the variance. The Town Manager's Office agrees and feels they are trying to put too big of a pool in too small of a side and rear yard.

Mr. Moore thought this could be relocated and redesigned and not need a variance.

Mrs. Peters commented a letter of objection was received from an immediate neighbor, Michael and Ann Small of 156 E. Inlet Drive .

Mr. Matthews moved the application be denied. Seconded by Mr. Cummings. On roll call, the motion carried unanimously for denial.

Item 28 - Variance No. 19-84 - Virginia Boyce Lind, 231 Chilean Ave., permission to build new or extend concrete masonry garden walls to 8' high within rear and sideyard setbacks, in lieu of 6'. R-C District. Var 19-84 Virginia Boyce Lind

Mr. Lee Muller, the son of the applicant and also serving his Mother in an architectural capacity addressed the Council. He requested permission to build a perimeter wall two feet higher than what is currently allowed for the purpose of achieving increased security and to to give her a higher degree of visual or auditory privacy.

Mr. Muller felt a six foot high wall, which is allowed by the Code, will not accomplish the reasonable goal or objective to basically provide the security and privacy needed. Security is a growing concern of all who live in this Town and there have been some incidences in the past with respect to his Mother's property where there have been intruders due to the fact they did not have adequate enclosures and he felt the six foot wall would not provide the security they would like to have.

Mr. Muller commented there are basically multi-family dwellings all around them does put a hardship on them as they are surrounded by quite a few people.

He is aware that some of his neighbors are not happy with this request and he doesn't mean to cause hardship to them, but is merely trying to achieve goals which will provide them with increased security.

Mr. Cummings asked how long ago the addition was put on the house as there is an eight foot fence around that. Mr. Muller responded that work was commenced in July of last year and completed in November.

Mr. Cummings commented that all around this property there is a variety of different wall heights. Mr. Muller informed the Council the perimeter walls are pre-existing, dating back to the original construction of the house which was some 50 years ago. The wall heights do vary going from a maximum height of 5' down to 3'. Mr. Cummings asked if they wished to make all of the walls around the property eight feet high? Mr. Muller responded he would like the height of the existing wall to be 8'.

Mr. Matthews informed the Council that one of the main restrictions on height of walls is to allow the free circulation of light, air, and not only for the applicant's property but to the neighboring properties also, however, he felt a person should feel secure in his home, but he felt there was another way of doing such a thing and if suitably screened would allow the passage of light and air and would not be an eye-sore if done correctly and that would be the use of chain link fencing appropriately painted green and planted out.

Mayor Marix thought the chain link fence would help with the sight-screening, however, it will not help with the noise factor.

Mrs. Peters indicated two letters were received, one of no objection from Margaret Hathaway and Donald Smith of 232 Chilean; and a letter from Attorney Kevin Boyles representing Helen Pettie, objecting

Mr. Frost stated the Building Department is the only Department which has an objection and this is due to no hardship shown.

Attorney Boyles addressed the Council indicating he represents Mrs. Pettie who lives next door to the west. Between the two properties there is a wall ranging from six feet in the back of the property to five feet in the middle of the property and subsequently to the front of the property three feet. They are asking for a variance to raise the wall to eight feet. There are two things which will not occur and that is there shall be no injury to the adjoining property and no detriment to the public welfare and thirdly, there must be a hardship.

Mr. Boyles felt his client's property would be the most affected by an eight foot wall being erected as it will alter the amount of light coming onto the property. He exhibited photographs. He felt if the wall was established at eight feet, it would cut off all air circulations, ocean breezes, etc. coming from the east onto the Pettie's property. It would also create an aesthetic problem for the Petties in leasing out the remaining two units on their property.

Attorney Boyles thought the variance would cause injury to his client's property and the hardship has been brought on by the Linds adding on to their property.

Mr. Matthews moved the application be denied. Seconded by Mr. Cummings.

Mr. John Pierce owner of the property at 229 Chilean on the east side of the applicant's property addressed the Council. He has submitted pictures showing the wall from his side. He wondered if they had submitted their security problems to the Town police? They have planted a ficus hedge which he is sure will grow quite swiftly. He informed the Council the applicants do have a lot of guests who love to sunbathe with skimpy bathing suits and that is perhaps the reason they need the higher wall, so he felt their request was unreasonable.

On roll call, the motion failed with a 3-2 vote with negative votes cast by Burn, Douthit and Ilyinsky.

A motion to approve the Variance was made by Mr. Burn, seconded by Mrs. Douthit and this motion passed with Mr. Matthews and Mr. Cummings voting against it.-

Meeting adjourned for lunch.

Meeting called back to order at 2:15 PM by the President of the Council.

Var 20-84 Melbourne House

Item No. 29 - Variance No. 20-84 - Melbourne House, 227 Australian Ave., by William J. Hyland, Attorney, permission to install folding shutter weather enclosure on perimeter of northern exposed walkways of floors 1 thru 5. RC District. Attorney Raymond Royce addressed the Council on behalf of the Melbourne House requesting permission to install folding shutters on the north side which would provide protection in severe weather conditions. He stated this building was built about 13 years ago and has five floors of apartments with five apartments on each floor. The north side of the building consists of two elevator shafts and two stairwell shafts and a long walkway of approximately 200' across the back, on every floor. This walkway is the way to get to all of the apartments . The walkway is approximately 6' wide with an iron railing and it is open to the north. This is a walkway and not a balcony which serves anyone apartment. During rainy weather, the rain and wind comes onto this walkway and makes it very slippery. A carpet was put down to attempt to remedy the situation and in some ways, it does help, but since the sun doesn't hit that side of the building frequently, if at all, the carpet tends to hold the water and is wet and spongy, mildews and discolors and creates a slippery situation. They would like to install a shutter on each of these five floors along the outside of the walkway which would be closed only in inclement weather to keep the weather from getting to the walkway. This shutter would be opened up in good weather. He exhibited photographs taken from South County Road, from Brazilian Avenue and from Brazilian Avenue and Hibiscus, which show the building is barely visible.

Mr. Matthews asked if similar variances of this type have been granted? Mr. Moore stated this is the first of this kind to his knowledge.

Mr. Moore explained there is a twofold problem here - one is the asthetics of the variance in question but secondly and more importantly is the strict requirement of the building code. Mr. Moore asked the architect if when in designing the building, he did not take advantage of the provision of the open balcony building code which eliminates the two hour requirement for corridors to the existing stairs? Mr. Chilton recalled he complied with all rules and regulations. Mr. Moore agreed that an exemption is allowed but in this request for storm shutters. they would be in violation of the three foot spandel requirement of similar materials such as concrete blocks and/or glass.

Mr. Matthews noted that for thirteen years they have put up with this weather problem, and recalled he was on the Council when this was originally granted but he doesn't recall a variance of this type ever being granted.

Mr. Moore pointed out that even if Council should grant this, he would not be able to issue a Building Permit and the applicant would have to appeal that decision to the Building Board of Appeals.

Mr. Matthews thought perhaps the applicant should think about this matter for a month and work out some ways to overcome this.

Attorney Royce knows the Council's concern in the past with shutters and the problem they have is that there is a provision in the Code which addresses enclosing rooms and he thought it was important to distinguish this application from that situation as Section 5.32 addresses a wide variety of problems associated with awnings and at the very end, there is a sentence which states: "Said prohibited enclosures as described herein shall not be installed or constructed on any existing balcony." Mr. Royce did not want to debate the problem of whether or not this is a balcony as they look at it as a walkway, but he definitely thought the intent originally of this part of the Code was to keep people from enclosing balconies and making additional rooms. There is no intent here to do that and the way the building is designed, it would not be possible for any of these apartment owners to take for themselves any portion of this walkway and thus expand their apartments.

Mr.Matthews felt there still was an insurmountable problem with regards to the violation of the Building Code as stated by Mr. Moore, and he felt they needed to do some talking with the Building Department.

Mr. Frost indicated the Fire Chief is here and they object to this application as it "hazards the occupants in the building".

Mr. Matthews felt this was a clear and present danger to the people who live in that apartment building and he saw no alternative but to make a motion to deny this.

Attorney Royce asked if he could have a postponement in order that he and his client can meet with Mr. Moore and try to work this out.

Mr. Matthews then moved to defer action on this Variance No. 20-84 until the next regular Town Council Meeting. Seconded by Mr. Cummings.

Mr. Cummings commented that if this type of shutter was approved, it would negate the Code so he thought that should be a consideration in the deliberations.

On roll call, the motion carried unanimously for deferrment.

Item 30 - Variance No. 21-84 - Ms. Raymonde Paul, 601 N. County Rd., by Attorney L. Louis Mrachek; to allow future construction of a single-family residence on lot 142.57' wide instead of 150'. R-AA Dist. Attorney Mrachek addressed the Council for Ms. Paul requesting a variance of 7.4' from the 150 width requirement for single family lots in the R-AA District. She has attempted to solve the problem by takinga lower parcel (Parcel A) and increased its width from 110' to 142.6' The lot is about 68,000 and in this District 50,000 is needed so there is an excess of 113% of the required lot coverage. Depth required in this District is 150' and they have 470', which is 313% of the required depth, so the lot is conforming except for the width, which is lacking 7.4'. Mr. Mrachek indicated these Lots, Parcel A and B have been treated as individual lots in the past. The driveway should be relocated.

Mr. Mrachek indicated he was before the Council about a year ago seeking a variance from 110' which was denied.

Mr. Matthews asked if there is a proposal to have a Unity of Title here? Mr. Moore explained they are trying to make another building lot.

Mr. Frost noted Mr. Mrachek has stated there is enough side yard setback on the south side of the existing structure, but he asked what the combination of the two sideyards would be? Mr. Mrachek thought it was about 33'. Mr. Frost noted Mr. Mrachek has tried to satisfy the street width of the lot by increasing it from 110' to 140, but in doing so, the combination of the side yard setbacks on the existing house is deficient.

Mr. Cummings asked if perhaps Mr. Mrachek could work out a dedication of some of the land to make this conforming. Mr. Moore pointed out there would probably have to be one non-conformity here.

Mayor Marix asked if it would help in any way if a jog was made in the property when one approaches the existing house to force more area between any possible buildings? In other words, instead of having a straight property line, when one gets near to the present structure, to cut the property line back a little, so there would be more setback?

Attorney Mrachek indicated he would have to consult with his client. Attorney Randolph wondered if the same thing could be accomplished by granting the variance with the stipulation that there be a larger setback on the proposed structure? Mr. Zimmerman noted 60' could already be provided

without doing a thing and that would be the minimum requirement.

Mr. Burn stated since there already is a non-conformity and a second non-conforming lot which non-conforms by less than eight feet, he proposed the Variance No. 21-84 be approved with no stipulations. Seconded by Mr. Matthews. On roll call, the motion carried unanimously for approval.

Item 31 - Variance No. 22-84 - Philip J. Lack, 2505 S. Ocean Blvd., (Apt. 716 Palm Beach President Apts.) Permission to enclose 7' x 10' balcony by moving window wall to inside of 4' high concrete guard rail and to erect new window wall (non-conforming building). R-C District. Attorney Max Schorr addressed the Council for Mr. Lack who owns a corner apartment at the northwest corner on the seventh floor, which presently has a balcony running the entire length of the apartment on the west side with a jog at the north end of the balcony.

Mr. Frost indicated there was no objection from the Administration, and there were many other balconies enclosed in this building.

Mr. Burn moved the Variance No. 22-84 be approved. Seconded by Mr. Matthews. On roll call, the motion carried unanimously for approval.

Item 32 - Variance No. 23-84 - Michele F. Testa, Testa's Restaurant, 221 Royal Poinciana Way, by Attorney James R. Brindell, permission to construct addition to non-conforming building. C-TS District. Attorney Brindell addressed the Council for his client, Testa's Restaurant indicating this was a variance to provide handicapped restroom facilities as required by law. It is the minimum expansion to make these accommodations.

Mr. Frost gave the Administrative comments: No objection from all Departments and the Town Manager also does not object but the projection of these facilities onto the adjacent property brings up a question as to whether or not both properties are irrevocably in the same hands? Mr. Brindell stated he is not sure there are irrevocably in the same hands but they are in the same hands. Mr. Ilyinsky asked if there was an Unity of Title? Mr. Brindell stated there was not. Mr. Frost thought if there wasn't an Unity of Title, there should be some instrument or device to preclude a subsequent owner of the east lot from saying there is a building projection in front of his location as there will be a projection out of the principal restaurant onto the adjacent lot.

Mr. Testa was asked if he would be willing to execute an Unity of Title? Mr. Testa agreed. Mr. Matthews moved the Variance No. 23-84 be approved subject to the execution of an Unity of Title. Seconded by Mr. Cummings. On roll call, the motion carried unanimously for approval.

Item 33 - Authority to establish a Custody-Safekeeping Account for Erosion Control Project - Widener's Curve. Mr. Burn stated a line item account has already been created and this authority is to create an escrow account to hold the money that the landowners between Widener's and Sloan's Curves have given the Town in order to partially fund the erosion control project in that area. $161,000 has been received so far. Mr. Matthews moved this authority be established. Seconded by Mr. Cummings. On roll call, the motion carried unanimously for approval.

Item 34 - Ordinance No. 4-84 - FIRST READING - Charter Amendment - Town-Owned Property. Earl E. T. Smith, speaking for the Preservation Foundation addressed the Council asking the Council to adopt this Ordinance which would call for a referendum at the next election to protect the green property and such other property designated by the Town Council from being sold. If, at some future date, the Town Council would like to sell some property so designated, this Ordinance could always be undone by having another referendum.

Attorney Randolph indicated he has prepared two Ordinances for consideration by the Council, the first Ordinance simply prohibits the sale and lease for an excess of five years of any properties listed therein. This only deals with the sale and lease of properties. At the last meeting of the Ordinance, Rules & Standards Committee, discussion was had as to whether or not there should be some prohibition to placing structures on the green area, which was not addressed in the first ordinance which came before the Council. He has prepared an alternate ordinance to encompass that provision.

Mr. Frost felt future Councils would be unduly hampered with the Alternate Ordinance as the list does contain both active and passive recreational areas. The passive recreational areas could live with the alternate but the active recreational areas, such as Phipps Ocean Park and Seaview Park and Par III Golf Course would be hampered.

Attorney Randolph responded he has attempted to address that probability in the definition of improvements in the Alternate Ordinance and he read the definition. Mr. Frost felt this definition would eliminate his concern.

Mr. Matthews felt the Alternate does require a crystal ball on the Council's part as there may be concerns that will need tending to that Council is not aware of at this point in time. He thought the purpose is to preclude the Town divesting itself of any of its open space greenery. Mr. Burn thought more leeway was given to the Council under the alternate version since both of the Ordinances presented prevent the Council giving away any green space, but the alternate does allow the Council to use the existing green space for a small addition onto the Golf Club structure or some additional construction at Seaview Park, etc.

Mayor Marix thought if the object of this Ordinance is to keep green space, then the Council would have to go to the people to obtain the permission which is the object of the whole thing, so she thought the Alternate would achieve what is wanted.

Mr. Burn moved the Alternate version of Ordinance No. 4-84 be adopted on first reading. Seconded by Mrs. Douthit. Mr. Randolph read the Ordinance by title.

Mr. Adrian Winterfield addressed the Council wondering if on the substantive it appears the Council is over-anxious to yield its responsibilities to the electorate. He thought an alternative method of handling the same problems might be to impose severe restrictions upon any transactions dealing with Town-owned property requiring super majorities and perhaps three readings and an additional safeguard could be allowing the voters to oppose any projected transaction by initiative, which the Zoning Ordinance refers to as "referendum", with a certain period of time being cited, after which if there had been no requests for referendum, then the transaction would become effective. If there was a challenge, then this would be held in suspense until the electorate addresses each transaction.

Mr. Winterfield stated if the Alternate Ordinance was adopted and the Charter was amended, it would still be necessary, not withstanding the overwhelming public support for such a transaction to go through the electorate procedure.

Mr. Winterfield then addressed the procedural comment: He felt it would be much more effective to identify within the body of the referendum question those properties which are intended to be covered by the referendum, as the way it stands now, Section 3 of Ord. 4-84 (and he presumes Alternate 4-84 is the same) barely presents the question "shall the Charter be amended in accordance with 4-84".

Mayor Marix asked Attorney Randolph that since the voter would have the final say-so and it might be to do easier to do something good, what are his comments about these remarks just made? Mr. Randolph responded in regard to the substantive nature, it is a viable alternative with the advantage that it doesn't tie the hands of the Council in allowing them to go ahead with the transaction with the final say being with the voters. That would be the advantage of it but any contract that would be signed would be subject to a favorable referendum provision.

Mayor Marix asked Mr. Smith if he would be interested in such a way of handling this? Mr. Smith responded the whole point is giving the people a chance to decide and he didn't think anyone would be against it.

Mr. Burn did not think Mr. Winterfield was against it but he was simply suggesting an alternative method of accomplishing the same thing, and it still would be voted on but would be presented in a different form and the Town if it wanted to take an action in the future could do so assuming there would be no initiative to prevent it within a specified period of time, and there would be specific advantages to doing it that way. Mr. Burn felt since nothing can be done on this until November when it will be presented to the voters, he wished to withdraw his motion and suggested that the Town Attorney be asked to redraft the Ordinance along those lines.

Mr. Smith found it complicated to understand what Mr. Winterfield meant and he would like it spelled it out a bit more. Mr. Burn indicated the same properties would be listed and the Town could initiate an action with reference to anyone of these properties in the same manner it can now, except instead of going immediately to referendum, it could be acted upon unless there were objections from the townspeople by virtue of an initiative within a specified period of time. That period of time could be 30, 60 or 90 days, whatever number of days the Council wants and if there were an initiative to estop the Town from doing what it wanted to do, it would then go to referendum. If there were non forthcoming, by default, the Town Council would be allowed to proceed.

Mr. Smith asked the attorney if this wouldn't have to go to referendum initially? Mr. Randolph responded it would have to but subsequent to that, the alternate suggested by Mr. Winterfield that the Town not be compelled to go to referendum in order to sell one of these properties, but that the Town could not sell one of these properties in the event the electorate successfully voted in favor of an initiative to preclude the Council from going ahead with the sale.

Mr. Burn thought the other method was simpler as if we adopted what was proposed, we would have to go referendum in the event the Council wants to sell any property on that list. Mr. Matthews thought basically we were saying, "Dear Townspeople -- if we don't hear from you within ninety days, we will proceed with our plans to sell whatever."

Mayor Marix thought if everyone would be in accord with the selling of a certain piece of land, this would give the Council the opportunity to sell without going to referendum.

Mr. Smith thought this would defeat the very purpose of what he was trying to obtain. For example, the Tangiers piece of property, thirty years ago Mr. Weissman gave that piece of property to the Town and it has been maintained in beautiful shape and as he understands what has been proposed, if this property was put up for sale and no one objected, he could buy it. Mayor Marix commented the Town couldn't sell it until it had been publicized for a period of time, perhaps six months, and then if anyone objected, it would have to go to referendum.

Mr. Randolph explained the initial way would place the burden upon the Council and the alternative way suggested by Mr. Winterfield would place the burden on the electorate.

Mr. Smith thought it boiled down to being given veto power and he didn't think giving veto power to a piece of property was the way to protect this Town. The whole idea was to protect what the Town now owns and not to have this veto power and he felt it was a weak way out.

Mr. Matthews thought the point was well taken as if the idea was to encumber future Councils from disposing of these stated pieces of property, perhaps it should be incumbent upon the Council to go through the hoops of selling the program to the people but the onus would be put on the Council of telling the people why it would be such a great thing. He had a feeling no-one would ever be able to do that.

Mr. Burn thought in any case the decision would be left up to the people since the referendum leaves it up to the people and he thought everyone on the Council was as interested as Mr. Smith and the Preservation Foundation is in saving the green property of the Town, but the question is what is the most workable and feasible way of going about it and he felt Mr. Winterfield's suggestion had merit.

Mr. Smith informed the Council there is nothing to stop him in getting ten per cent of the voters to sign a petition and taking this right to the people now and they can vote on it.

Mr. Ilyinsky stepped down from the Chair with Mr. Burn assuming the Chair and he moved that Alternate 4-84 as read by the Town Attorney be adopted on first reading. Seconded by Mr. Matthews. On roll call, the motion carried with a negative vote from Mr. Burn.

Mr. Winterfield noted this was the first reading and there is nothing to prevent any proposed charter amendment to be initiated by the voters of the Town, nor to prevent both the substance of the Ordinance passed and another ordinance submitted as alternatives being adopted at the next meeting.

Mr. Matthews suggested in the time between now and the second reading, this matter be looked at again by the Ordinance, Rules & Standards Committee again to allow input and come back to the Council with a recommendation. Mr. Burn was in favor of that and called for a motion. Mr. Matthews moved that further consideration be tabled until the next meeting of the Council and during the interim, the Ordinance, Rules and Standards Committee have a continued view. Seconded by Mr. Ilyinsky. On roll call, the motion carried unanimously.

Mr. Ilyinsky then assumed the Chair.

Mr. Winterfield continued by stating that if the Council should decide to adopt the Ordinance which would place the onus on the publicit would not be necessary to restrict the scope of the amendment to enumerated properties as it would apply to all Town owned properties.

ORD 5-84

Item 35 - Ordinance No. 5-84 - SECOND READING - Prohibition of Fishing from Town-owned Docks. Attorney Randolph read the Ordinance by title. Mr. Matthews moved the Ordinance on second and final reading. Seconded by Mr. Burn. On roll call, the motion carried unanimously for adoption.

Ord 6-84

Item 36 - Ordinance No. 6-84 - FIRST READING - Prohibition of Bicycles on Sidewalks in Commercial Districts. Mr. Randolph read the Ordinance by title. Mr. Matthews moved for approval of Ord. No. 6-84 on first reading but urged and not part of the motion that in the posting of the regulations that the signing of this could be done as discreetly as possible as this Town has always been very careful about signs.

Mr. Burn suggested the regulations be posted in bicycle shops. Seconded by Mr. Cummings. On roll call, the motion carried unanimously for approval.

Town Beautification

Item 37 - TOWN BEAUTIFICATION. Mr. Ilyinsky indicated all have received a copy of a letter from Mrs. Earl E. T. Smith showing concern that a lot of interested parties were becoming unrelated in terms of total cooperation among themselves and were telling Mr. Ugi what kind of plants to plant and the way to plant them and he thought for those type of recommendations not to come through the Town Manager to Mr. Hadley to Mr. Ugi will cause great confusion.

Mayor Marix commented she had made a suggestion earlier in the day to reorganize the Town Beautification Committee which should include people in the Civic Association and the Garden Club.

Mr. Matthews thought the Town looks better than any he has seen anywhere and he thought the reason is because of the interest by the citizens and input from The Garden Club and as all know, his opinion has always been "If it ain't broke, don't fix it!" and he is therefore hesitant to change that, so he would be reticent to establish another Committee when things look so well the way they are.

Mrs. Earl E. T. Smith addressed the Council indicating the reason the question came up about resurrecting the Beautification Committee because most of the people have agreed that Palm Beach does look sensational. However, when the question did come about the planting beds on Royal Palm Way and Royal Poinciana Way that she learned there was extreme dissatisfaction with the way they looked. She felt Mr. Ugi was to be commended as he has done an excellent job but whatever people's preference is, be it begonias, impatience or geraniums in whatever color, but it is something that should be decided on as a whole as she felt the Town should be beautified from the Inlet to the Lake Worth Bridge and if Mr. Ugi is growing plants for Royal Palm Way, he should be growing them for south of Sloan's Curve also. A lot can be done on the west side of A-1-A in the south end and a lot can be done to the Marjorie Merriweather Post Causeway at Southern Blvd. where no-one has talked about having any planting beds.

Mr. Matthews felt this was all well and good but he had a problem with that as to have people from outside of the Town directing Town employees causes all sorts of problems, so it would seem to him that the Garden Club has done a fantastic job in the past and he was not aware there was so much dissatisfaction. Mrs. Smith stated so was she and her Club. Mr. Matthews did not feel the Town should be put in the middle with regards to what color or what should be planted but simply should get advisory input from the Garden Club or whomever wants to give it.

Mayor Marix commented this is exactly why this has come up as when people do give their own opinion, it does make it difficult from Mr. Ugi and his people to keep them happy and the idea of resurrecting the Beautification Committee would be that members of the organizations would have a platform to sit down together with Mr. Ugi and give their input or funding if they wish.

Mr. Burn stated he was approached by the Civic Association as Chairman of the Public Works Committee and as a result of their efforts, a line item was established for beautification and he was happy to hear Mrs. Smith's comments about the south end as he felt there was some work that needed to be done there. Palm Beach is indeed beautiful and has lovely plantings except on A-1-A coming from the south and there it doesn't look bad on the east side of the road but doesn't look very good on the west side of the road. He would be in favor of coordinating the efforts of all interested groups in beautification and he sees no objection in re-establishing the Beautification Committee and endorses the idea heartily.

Mr. Ilyinsky thought they would have to work through the Manager's Office. Mr. Frost recalled the Beautification Committee was made up of three people and the kind of work they did was field work as once a month they toured the Town and the Manager, being one member of the Committee, would take the suggestions back to the Superintendent of Public Works who would weigh them and inform the Manager if he could do the work with the monies he had on hand or needed more monies to do it with.

Mr. Frost explained this Committee did not include members from the Chamber of Commerce but involved the President of the Garden Club, the President of the Council and the Town Manager.

Mr. Matthews suggested that Mr. Burn meet with these people and as a Committee of one report back to the Council at next month's meeting.

Mr. Burn agreed.

Item 38 - NORTH FIRE STATION. Mr. Cummings felt a further clarification is needed on this matter as he thought there was a financial obligation to be met with the architects hired, Peacock and Lewis and the attorney has looked into this matter and written a memo to the Town Manager and he asked for the attorney's opinion as to whether or not they had to go through the Competitive Consultant's Negotiation Act? Mr. Randolph responded he has researched this and he felt the Council should go through the Consultant's Competitive Negotiation Act.

Mrs. Douthit asked if this would cost the Town any money? Mr.Randolph stated it is simply a matter of sending out invitations to various architects to respond to certain criteria and follow the same procedure that was done when the new fire station was being considered.

North Fire Station

Mayor Marix informed the Council in this case the plans have been donated so what we are being competitive about is the supervision of the plans that have been donated? She felt we were not at this point looking for an architect to tell us how to renovate the North Fire Station as those plans have been donated to us. Mr. Randolph did not think the Council would find an architect who was willing to supervise plans that were not his own, nor would he think the architect was willing to have anyone else supervise construction under his plans.

Mr. Matthews thought Council had to go back to the competitive negotiations, and one of the reasons is that we never asked Peacock and Lewis to come up with renovation plans.

Mayor Marix could not see why the plans donated could not be accepted and Council worry about the supervision at a later time.

Mr. Frost explained to the Council the plans donated are not a set of working drawings. The drawings to renovate the North Fire Station is about four or five months of work including consultations with the Fire Chief. The drawings on hand are a sketch of an idea which needs to be converted into "working drawings". Mayor Marix knows that the Fire Chief has discussed the plans at great length with regards to his point of view and the general lay-out.

Polly Earl of the Preservation Foundation addressed the Council thought what should happen is to define what has been approved at the last meeting which she understood were not working drawings but some very definite acceptance in principle of solutions to the problems with the Fire Station. Mr. Ilyinsky informed her that the Council must go through the competitive drawing. Ms. Earl understood this but thought that an architect could work from the principles already agreed upon, such as solving the structure problem by taking out the two beams and spanning that and if those things are defined, everyone will be bidding on the same thing and there won't be a situation where everyone will be re-designing the Fire Station.

Mr. Randolph explained this is the type of information that would be put in the invitation to bid. With Mr. Steel's permission, a copy of the rendering may be attached to the invitation. Mayor Marix asked if it was possible that if the architect wished to donate the rest of the plans to the Town, we could accept them? Mr. Randolph responded if the architect wishes to state they are a gift and he doesn't care what happens to them after that, it would be possible but he didn't think there was an architect who would be willing to do that.

Mr. Ilyinsky indicated this matter will be turned back to the Public Safety Committee and this can be thrashed out. Mr. Cummings agreed.

Mr. Matthews did not think there was any thrashing out to be done as all needs to be done is with the invitations to bid, a copy of the rendering be sent stating we wish the building to look like that. Mr. Matthews moved that the Town Manager be authorized to send out the invitations to bid under the Competitive Negotiations Act.

Mr. Moore explained to the Council that being familiar with what the charges are for architects and fees for engineering, we are probably talking about a fee of somewhere between $20,000 and $30,000 and he thought the proposal put forth about using the conceptual plan, if it was donated, we could put it out as part of the invitation to bid and he thought that was the obvious solution to move this project forward.

Mr. Ilyinsky asked the Town Manager to see that the invitations to bid are sent out. Mr. Frost noted they were talking about "bidding". Mr. Matthews corrected him indicating what he was doing was submitting under the Competitive Negotiations Act, it out just as it was done in the initial instance, except in this instance we will have a picture enclosed that says this is what we are interested in and actually we are soliciting and not bidding.

Prosperi

Item 39 - PROSPERI SUIT. Mrs. Douthit asked about the status of this suit? Mr. Randolph responded this has been continued with the representation made to the Court that we appear to be close to settlement and he has had discussions with Mr. Prosperi and his attorney and we are now working on a settlement proposal which will be submitted to the Council for their consideration.

Federated Funds

Item 40 - FEDERATED FUND. Mr. Burn commented that inasmuch as we have received an opinion from the Attorney General that Federated Fund is not in accordance with State Law so he felt we should take immediate action to remove any Palm Beach monies from Federated Fund. The fact that the Federated Fund's attorney is negotiating with the State doesn't make any difference and if the attorney is able to persuade the State to change the law to allow municipal funds to be invested in Federated Fund, he would then recommend the monies be put back into the Fund, but since they are illegal now, he felt we should now take our monies out of the Federated Fund. To do that requires that we put it into the Municipal Fund that the State of Florida holds for municipalities and he recommended that we do that and further recommended the Town Manager be asked to look into the possibility of other methods of investing the funds of the Town other than keeping in the State of Florida Fund should they prove profitable, i.e., to investigate the possibility of putting the funds into Savings and Loan Associations or wherever in order that we achieve reasonable return.

Mr. Frost explained the forms from the Municipal Fund do require a Resolution and then we must wire the funds on a daily basis. Mr. Frost commented that previously he has been told to not be engaged in direct wire transfers as there was a problem with this some time back.
Mr. Burn informed the Council the Town will not be engaged in direct wire transfers, the Bank will be doing that.

Mayor Marix thought the Town has no way to go but out of the Federated Fund. Mr. Cummings moved that effective immediately, all funds be removed from the Pittsburgh Federated Fund and we immediately notify the First National Bank in Palm Beach of this decision and they immediately come up with another suggested fund.

Mr. Burn asked where the funds should be held in the interim? Mr. Cummings thought the financial advisor should make some recommendations.

Mayor Marix knew there are some funds which are not needed now she believed the Town uses five banks in the area, so she thought there would be a possibility of some of the monies put into Treasury paper and the other funds divided up in whatever basis we normally divide up monies in the Bank until we do come up with the right solution. She would recommend the monies be divided up as she did not think it was appropriate to have a large amount of cash in any one bank. Mr. Frost explained the Town does not have cash in any one Bank.

Mr. Burn thought that Mr. Cummings' motion would put cash in banks and he doesn't want to do that and he doesn't want to lose any interest and he saw nothing wrong with after the monies are in the Florida Fund with negotiating with a number of Banks and Savings and Loan to determine if there is a better method of investing the monies.

Mr. Frost thought the money should be moved from Federated as soon as Mr. Randolph can develop the Resolution as the State will require that and the Finance Director will have to reduce the accounts down to four, which is the maximum the State will allow.

Mayor Marix asked what the time frame would be to prepare the Resolution? Mr. Randolph indicated that would probably be next week.

Mr. Burn moved that we proceed in that direction and do it as expediously as possible. Seconded by Mr. Cummings. On roll call, the motion carried unanimously.

Renovation of Council Chambers

Item 41 - RENOVATION OF COUNCIL CHAMBERS. Mrs. Douthit asked for an additional expenditure of $6,900 to put carpeting on top of the rubber matting and theatre seats since all of the pews are full of termites. She informed the Council that $5000 was allocated for cushions for the pews but she couldn't see spending that amount since the pews are full of termites. She will submit this to the Finance and Tax Committee.

Blackboard

Item 42 - BLACKBOARD DONATED BY ERIK GILBERTSON. Mr. Gilbertson addressed the Council indicating he felt there should be a Citizen's Advocate as many people do not want to bother Council people, especially if they didn't vote for them. He thought the Town management was not receptive to the needs of the very people they serve.

Mr. Ilyinsky pointed out to Mr. Gilbertson the Council members are always available to the people.

Mr. Gilbertson told the Council about a sidewalk assessment he had received around Christmas time and he thought that the bill of around $900 was excessive because he knew he could have the work done for a lot less. He did come to meetings about it and talked to the Administrator in the Public Works Department and had the bill adjusted to about half of that amount.

Mr. Gilbertson then told about an assessment bill he received for the storm sewer. He also talked about Proposition One and the high taxes and he didn't think it was fair for the taxes to be increased when one is retired in Palm Beach. He recalled campaign promises pledging to reduce taxes and he hoped this would happen.

TOWN COUNCIL MINUTES OF MAY 8, 1984 and MAY 15, 1984

Mr. Gilbertson talked about the dark uniforms the police have to wear. He also asked that there be parking provided across the street from Charlie's Crab Restaurant on the Oceanfront.

Mr. Gilbertson informed the Council that he was donating a blackboard for use in the Council Chambers.

There being no further business, the Town Council meeting was adjourned.

Respectfully submitted,

Grace T. Peters, Town Clerk

MINUTES OF SPECIAL TOWN COUNCIL MEETING HELD ON MAY 15, 1984

The Special meeting of the Town Council was held at St. Edward's Parish Hall, Palm Beach, Fl.

The President called the meeting to order at 9 AM.

On roll call, the following were present: Mayor Marix, Council President Ilyinsky, President Pro Tem Burn and Councilwoman Nancy Douthit (Councilmen Matthews and Cummings were absent). Also present were Town Attorney Randolph, Town Manager Frost, Director of Finance/Treasurer Driscoll and Deputy Town Clerk Haspil.

Hiring of Consultant to Screen Town Manager Position

Mrs. Douthit said that the Council had discussed the question of appointing an outside consultant to check references and qualifications of approximately 35 of the applicatiosn received for the Town Manager's position. Of four firms contacted which specialize in the field, the following were interviewed: Mr. Ropes of Ropes and Associates, Ft. Lauderdale. Mr. Lou Benson of Benson Associates, Ft. Lauderdale. Mr. Graham Watts, Ft. Lauderdale and Dr. J. Eassa of West Palm Beach. Mrs. Douthit said that she had interviewed these firms independently and she moved that Ropes and Associates be nominated. Seconded by Mr. Burn. On roll call, the motion carried unanimously.

Mr. Frost asked who was going to negotiate with Mr. Ropes for a fee?

Mr. Burn said that Mr. Ropes had indicated that his cost would be around $5,000 basic fee with approximately an additional $1,000 in expenditures and he felt this was a fair fee considering the amount of work involved.

Mr. Frost said that a letter of contract was the minimum required.

Mr. Randolph said that some sort of an agreement was needed and he said he would contact Mr Ropes and work something out that would be mutually agreeable.

Investment of monies

Investment of the Town's Overnight Monies. Mr. Randolph said that Mr. Driscoll was present to answer any questions they might have on this subject and in addition he had prepared a Resolution which would authorize the investments into the State Pool. There were other matters that had to be considered with regard to ordinances presently in existence which now needed to be revised.

Mr. Driscoll said that he wanted to make the Council aware that some of the duties outlined in the Town Code in Chapter 2, specifically Sections 153, 154, 160 and 161 needed to be amended as they would now in conflict with the new mandate. Mr. Driscoll read into the record several of the above sections and the problems he will have performing his duties in the light of switching to the State Fund.

Mr. Driscoll said that Section 2-161 of the Code states that the Finance Director's duty is to ensure that the investments of the Town are in a "100% collaterilized security acceptable to the Federal Reserve Bank at all times." He said he had talked to people in the Federal Reserve Bank in Atlanta and Miami and the only instrument that qualified as such is Direct Obligations of the Federal Government, specifically Treasury Bills, Treasury Notes and Treasury Bonds. The composition of the State Local Government Surplus Fund is almost 95% other than those instruments and this was in conflict with the Section of the Code which he mentioned. Also, the State only allows four separate accounts, and the Town currently has five operating funds, excluding the Retirement Fund, in additional to several trust accounts. Therefore, Mr. Driscoll was asking for direction from the Council regarding the questions he raised.

Mr. Burn said that what he was talking about was that there was a conflict between the Town Code and the State Law on investing on the fund and Mr. Driscoll was asking the Council for a Resolution to ignore the Code or for it to be amended. Mr. Burn said the Code should be amended to allow these investments.

Mr. Randolph said that one other thing needed to be decided and that was whether to merge two separate accounts or to put four major funds into one account and do something else with the other funds.

Mr. Burn said that whatever Code provisions were required in order to accomplish this should be made, and as far as placing four funds into one account in Tallahassee, it was not really a very different problem and it only created an accounting problem which was already there with regard to the Federated Fund, because the Federated Fund is holding pieces of money for various accounts, and the Finance Department simply had to keep that separated on an accounting basis.

Mr. Frost said that he had suggested that the proper way to enter the State Pool might be to accept the limit of four funds initially take the four biggest accounts that the Town has (The General Fund, the Capital Fund, the Golf Fund and the Marina Fund) and for Mr. Driscoll to work out the

ORDINANCE NO. 4-84

AN ORDINANCE OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, PROVIDING FOR THE SUBMISSION TO THE ELECTORS OF SAID TOWN A PROPOSED AMENDMENT TO THE TOWN CHARTER SAID AMENDMENT TO PROVIDE THAT THE SALE, LEASE OR IMPROVEMENT OF CERTAIN TOWN OWNED OPEN GREEN SPACES LOCATED WITHIN THE CORPORATE LIMITS OF THE TOWN CAN BE MADE ONLY AFTER THE APPROVAL BY A VOTE OF THE TOWN ELECTORS IN A REFERENDUM ELECTION CALLED AND HELD AS PROVIDED BY LAW, SAID REFERENDUM NOT TO BE HELD BETWEEN THE FIRST DAY OF APRIL AND THE FIFTEENTH DAY OF DECEMBER OF ANY YEAR; PROVIDING AN EFFECTIVE DATE SHOULD THE AMENDMENT TO THE CHARTER BE APPROVED AT SUCH REFERENDUM ELECTION; PROVIDING A SEVERABILITY CLAUSE; SETTING FORTH THE FORM OF THE QUESTION TO BE VOTED UPON AT SAID REFERENDUM ELECTION, AND FOR OTHER PURPOSES.

BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, AS FOLLOWS:

Section 1. There shall be submitted to the electors of the Town of Palm Beach, Palm Beach County, Florida (hereinafter referred to as "Town"), at a general election to be held within the Town on November 6, 1984, a proposed amendment to the existing Town Charter, said amendment to be an additional Section 1.03 to ARTICLE I. (Creation and Powers), of the existing Town Charter, which said amendment shall read as follows:

"Sec. 1.03 - Sale of Property; Referendum Required.

Any disposition of certain town owned open green spaces designated herein and located within the corporate limits of the Town of Palm Beach, any improvement of same by way of placing structures thereon, and any lease of said real property by the Town as lessor for a period exceeding five (5) years shall require approval by vote of the Town electors in a referendum election called and held as provided by law. No referendum election held for such purpose shall be between the first day of April and the fifteenth day of December of any year.

The properties to which this provision shall apply are referred to herein by their common names as:

1. Palmo Way Nursery
2. Boyd Park
3. Par 3 Golf Course
4. Lake Drive Park (near docks)
5. Bradley Park
6. Phipps Ocean Park
7. Park Avenue Park
8. Tangier Parks (3)
9. Memorial Park
10. Seaview Park

The full legal description of said properties is a matter of record with the Clerk of the Circuit Court of Palm Beach County and said legal descriptions are hereby incorporated into the terms of this ordinance.

The power to dispose of property shall embrace sale, exchange, lease, mortgage, pledge, or other encumbrance of real property; and also abandonment, or gift to charity of real property officially determined to be of no further use to the Town and of nominal sale value or no value.

Improvements shall include the construction of above ground structures which diminish open green space, but shall not include nor is this section intended to preclude the construction of public utility structures deemed necessary by the Town, underground utility structures including but not limited to water mains, sewer lines, storm water drainage and other utilities. Neither shall this section preclude the construction of structures deemed necessary by the Town for public recreational purposes on those properties described herein on which public recreational structures exist as of the date of adoption of this charter amendment.

Section 2. Should any section, clause or provision of this Ordinance be declared by a court of competent jurisdiction to be invalid, the same shall not affect the validity of the Ordinance as a whole or any part thereof other than the part so declared to be invalid.

Section 3. At the election provided for in Section 1 of this Ordinance, the question to be voted on by the electors shall be phrased substantially as follows, unless otherwise directed by the Town Council, to-wit:

SHALL THE TOWN OF PALM BEACH AMEND ITS CHARTER EFFECTIVE 12:01 A.M. ON THE 1ST DAY OF JANUARY, 1985, IN ACCORDANCE WITH THE AMENDMENT SET FORTH IN ORDINANCE 4-84, PASSED AND ADOPTED BY THE TOWN COUNCIL ON THE 12th DAY OF JUNE, 1984, TITLED:

ORDINANCE NO. 4-84

"AN ORDINANCE OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, PROVIDING FOR THE SUBMISSION TO THE ELECTORS OF SAID TOWN A PROPOSED AMENDMENT TO THE TOWN CHARTER SAID AMENDMENT TO PROVIDE THAT THE SALE, LEASE, OR IMPROVEMENT OF CERTAIN TOWN OWNED GREEN SPACES LOCATED WITHIN THE CORPORATE LIMITS OF THE TOWN CAN BE MADE ONLY AFTER THE APPROVAL BY A VOTE OF THE TOWN ELECTORS IN A REFERENDUM ELECTION CALLED

AND HELD AS PROVIDED BY LAW, SAID REFERENDUM NOT TO BE HELD BETWEEN THE FIRST DAY OF APRIL AND THE FIFTEENTH DAY OF DECEMBER OF ANY YEAR; PROVIDING AN EFFECTIVE DATE SHOULD THE AMENDMENT TO THE CHARTER BE APPROVED AT SUCH REFERENDUM ELECTION; PROVIDING A SEVERABILITY CLAUSE; SETTING FORTH THE FORM OF THE QUESTION TO BE VOTED UPON AT SAID REFERENDUM ELECTION, AND FOR OTHER PURPOSES."

WHICH SAID AMENDMENT ESTABLISHES A REQUIREMENT FOR THE APPROVAL BY VOTE OF THE TOWN ELECTORS IN A REFERENDUM ELECTION BEFORE THE SALE OR LEASE OF CERTAIN MUNICIPAL REAL PROPERTY LOCATED WITHIN THE CORPORATE LIMITS OF THE TOWN CAN BE MADE.

THE PROPERTIES TO WHICH THIS PROVISION SHALL APPLY ARE REFERRED TO HEREIN BY THEIR COMMON NAMES AS:

1. PALMO WAY NURSERY
2. BOYD PARK
3. PAR 3 GOLF COURSE
4. LAKE DRIVE PARK (NEAR DOCKS)
5. BRADLEY PARK
6. PHIPPS OCEAN PARK
7. PARK AVENUE PARK
8. TANGIER PARKS (3)
9. MEMORIAL PARK
10. SEAVIEW PARK

Section 4. The amendment set forth in Section 1 hereof shall become effective as of 12:01 A.M. on the 1st day of January, 1985, if, at the election above provided, the question to be voted upon, as hereinabove stated, receives an affirmative vote of a majority of the votes cast at said election.

Section 5. This Ordinance is enacted pursuant to the provisions of the "Municipal Home Rule Powers Act" (Section 166.031 Florida Statutes, 1977).

PASSED AND ADOPTED at first reading at a regular adjourned session of the Town Council on May 8th, 1984, and on second and final reading on June 12th, 1984.

Town Council

APPROVED:

Mayor

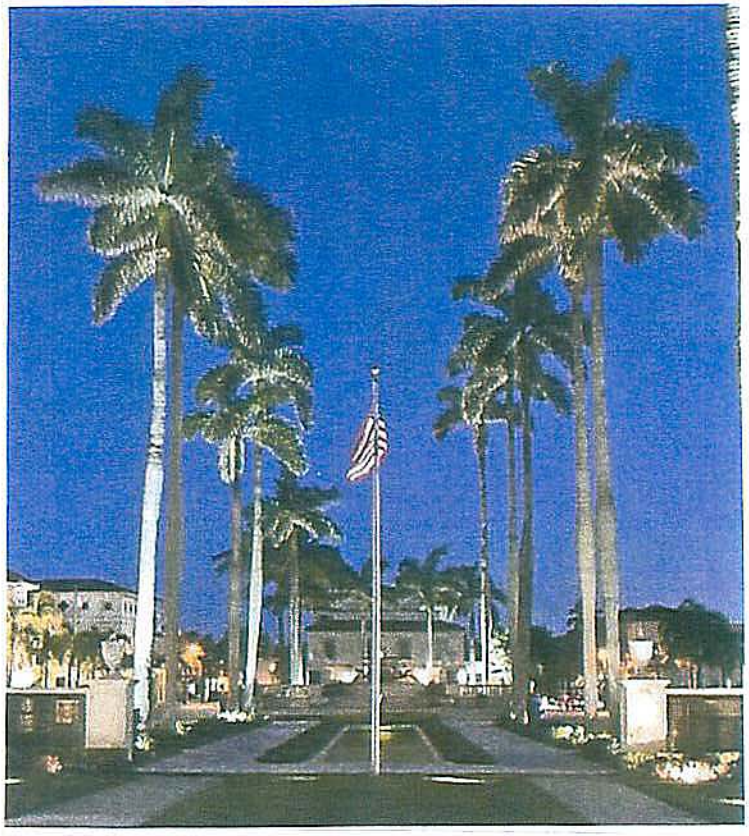
ATTEST:

Grace T. Peters

Town Clerk

THE MIZNER FOUNTAIN

A Garden in Paradise



TOWN OF PALM BEACH
OCT 01 2014
Town Manager's Office

I wish to thank you for asking my participation but in view of the fact that Mr. Addison Mizner is the originator of this beautification proposal and has himself submitted a fountain design to adequately meet the requirements, which to my mind could not be improved upon, I feel that the matter is already in able hands and do not care to make a competing entry.

Assuring you of my desire to assist you in every way possible, believe me

Very sincerely yours,

(Signed) "Maurice Fatio"

Mr. Oscar G. Davies, Editor,
Palm Beach Daily News,
Palm Beach, Florida.

Historical Society of Palm Beach County

Palm Beach, Florida

Ladies and Gentlemen;

The Mizner Memorial Fountain Plaza should only be restored as it was meant to look when it was gifted to the Town in 1930. As Maurice Fatio wrote: "Mr. Addison Mizner has submitted a fountain design, which in my mind could not be improved upon."

Spending over 6 million dollars to desecrate a world-class monument, in the name of preservation, is a serious error. It must not be reconfigured. It must be preserved and restored to look as it looked when it was gifted to the Town.

Tearing down the back of the Fountain and adding steps along with the other parking and sidewalk modifications, according to communications from the State of Florida, would make it ineligible to be listed in The National Register of Historic Places, and compromise its eligibility to receive the grant award from the State of Florida. Jane Day clearly states in her 2010 application "this important public park, Mizner's only one in Palm Beach, will be restored to its 1929 condition."

Time's devilish hand makes a mockery of our short lives, only our deeds and what we create live on. Art, man's noblest creation, lives on. The Mizner Memorial Fountain Plaza is the purest example of Addison Mizner's creative genius left us. The question is, will it stand the test of time and live on as its creator intended or will it succumb to a cruel fate of degradation at the hands of our less gifted contemporaries?

Sincerely,

Orator Woodward

> As a Mizner scholar and the former director of the Norton Museum as well as a former longtime resident of Palm Beach, I am writing to ask that you reconsider your renovation of the Mizner Fountain in the center of town. I was the curator of the Mizner exhibition which was held at the Norton, the Four Arts and the Flagler Museum in the mid-1970s. It is the only time those three museums have done a collaborative exhibition which speaks to the importance of Mizner both historically and artistically to the community and nationally. Over the three decades I was in Palm Beach I saw the loss of many Mizner homes to the detriment of Palm Beach's unique place in history. With this fountain and park, Palm Beach has essentially the only public Mizner monument. Altering it to the degree proposed will ruin the intent of Mizner's architecture. The steps to the back of the fountain, the removal of the magnificent palms, and the parking adjacent to the original park would drastically change the space. Please honor the heritage of the town and its architectural legacy by discarding the proposed design. If need be, a modified version which allowed additional green space in the newly acquired space behind the fountain, accessed in a completely different manner that did not invade the fountain area, and parking adjacent to that new green space, might be considered as a compromise without integral damage to the fountain and park. Thank you for your consideration. If you should have any questions please don't hesitate to contact me. Gratefully, Christina Orr-Cahall

Dear members of the town council,

I have learned that there is a plan to "restore" Town Hall Square (which of course includes the legendary Mizner fountain).

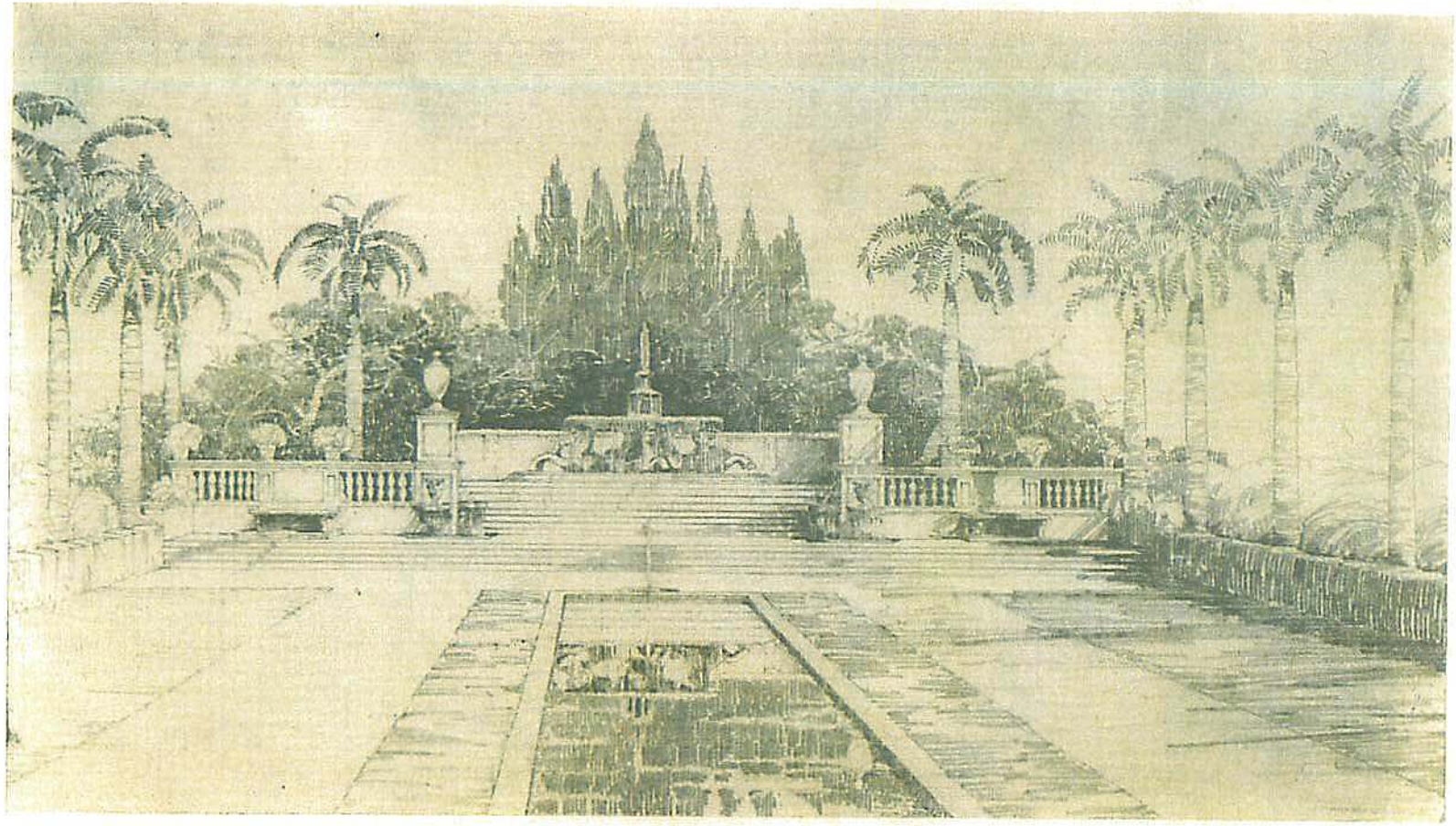
I have seen the plans and they will successfully devalue and degrade Mizner's original design almost entirely. The new steps, the new plantings, the new car park, are all contrary to his original vision - a vision that was embraced by the town's original citizens, whose names are engraved on a plaque for all to see. (Perhaps you plan on demolishing that too.)

Most of Addison Mizner's great buildings in Palm Beach are already gone. To trash this last and most elegant public garden designed by Florida's most important (and nationally treasured) architect is an American tragedy. I would imagine that most people who know and love Palm Beach would feel the same way. Please rethink this plan.

Yours sincerely,
Caroline Seebohm
- Author, "Boca Rococo: How Addison Mizner invented Florida's Gold Coast," published by Clarkson Potter, New York, 2001.

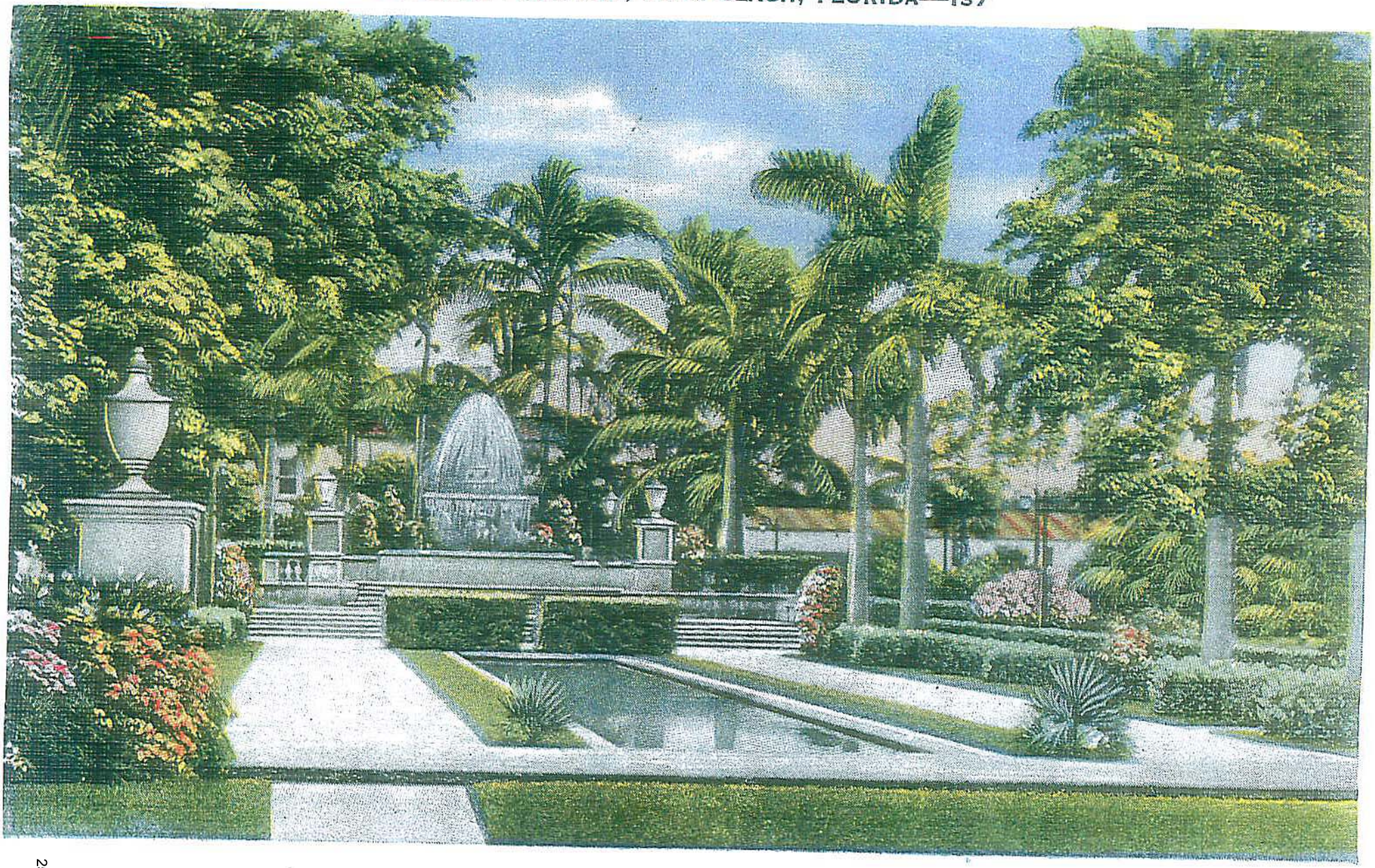
PS. I am publishing a biography of Ann Norton, the creator of the Ann Norton Sculpture Gardens, in April. Her legacy remains intact.

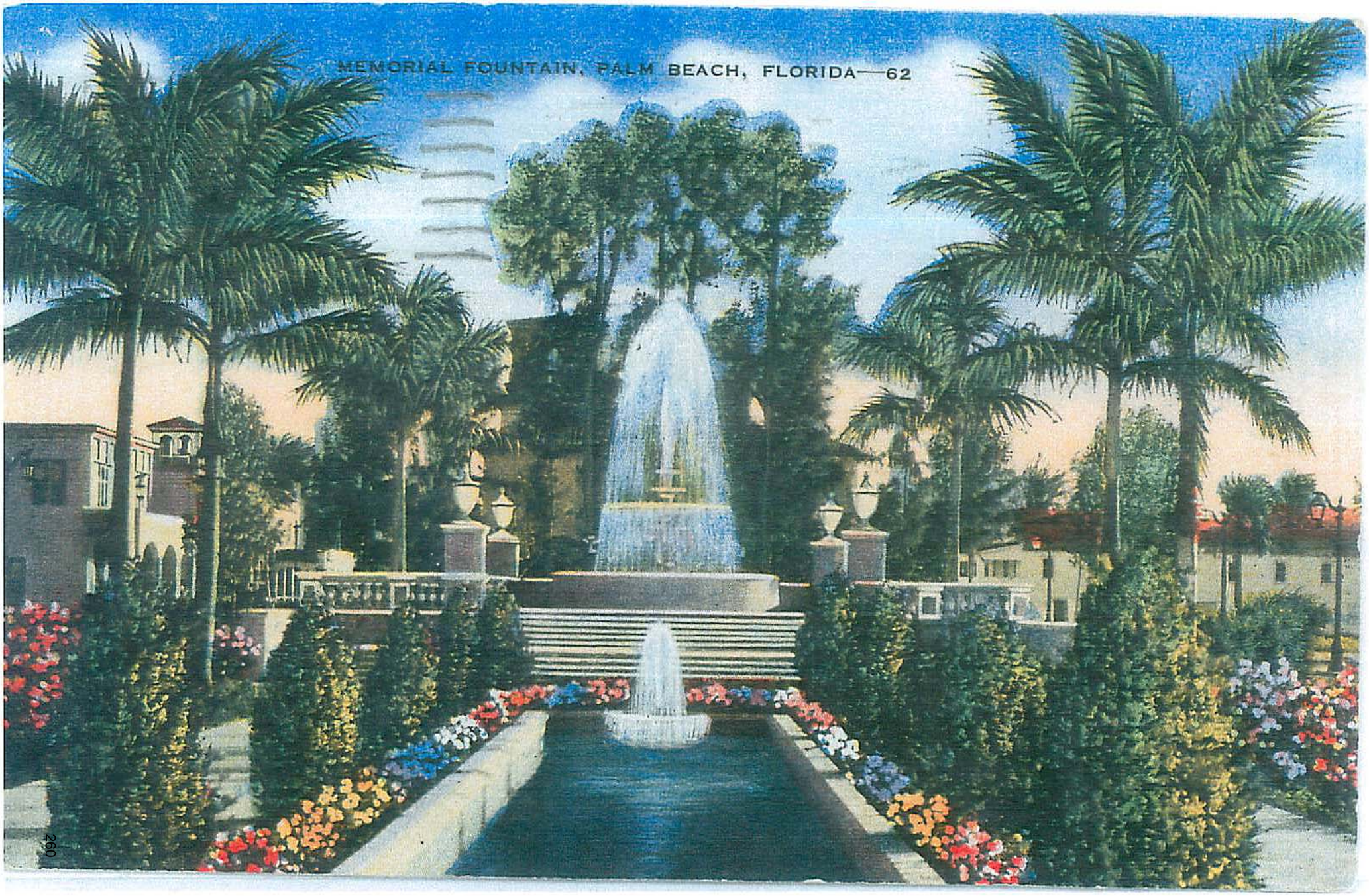
Plans for Beautiful Memorial Parkway North of Town Hall



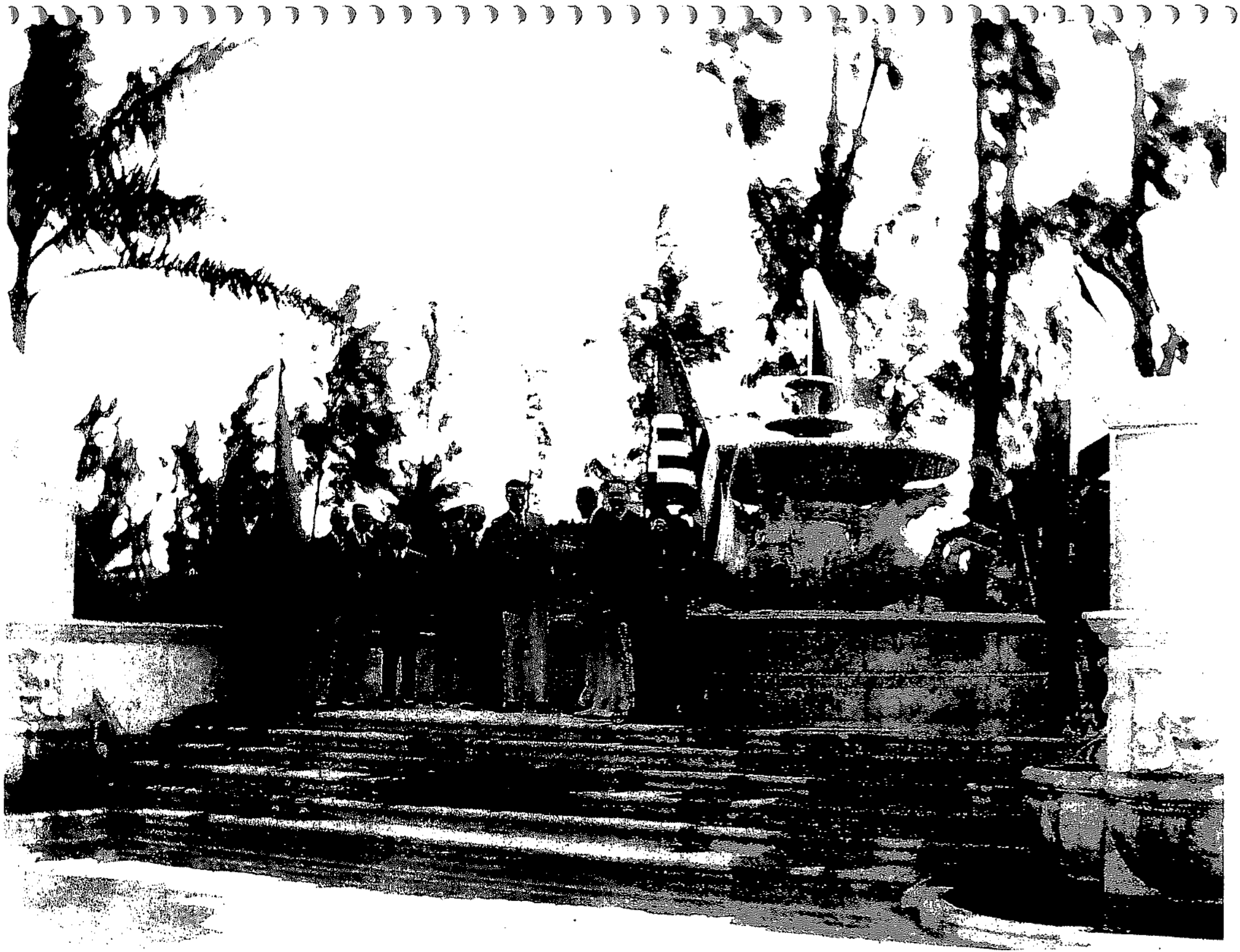
Plans for the memorial fountain and beautiful parkway to be erected at a cost of $25,000 on County road between Brazilian and Australian avenues during summer months. The plans were completed late yesterday by Addison Mizner, noted architect, and will be on display beginning this morning in the directors' room of the First National Bank in Palm Beach which through the co-operation of Frank Shaughnessy, President, is acting as trustee for the fund subscribed to meet the cost of the project.

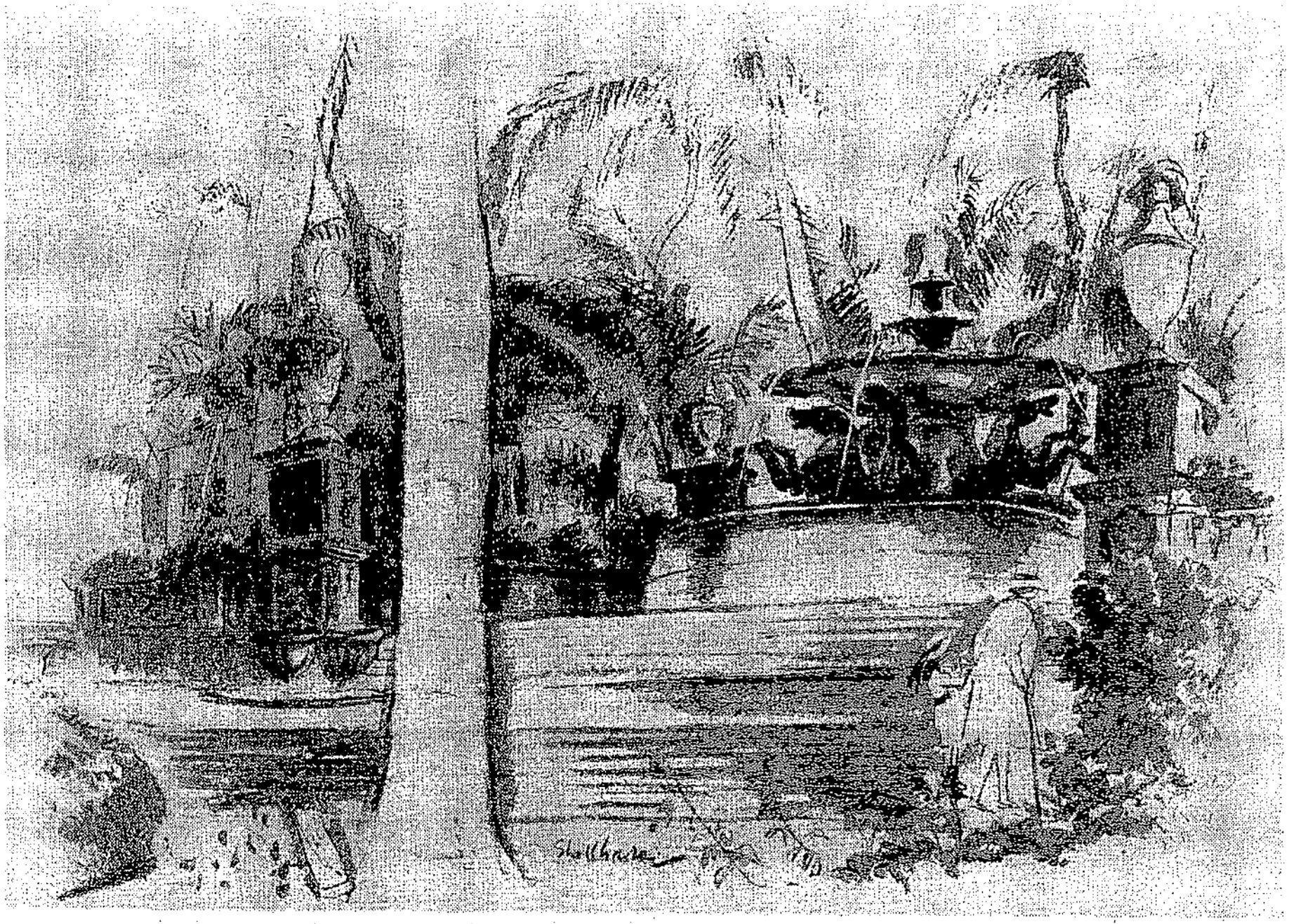
MEMORIAL FOUNTAIN, PALM BEACH, FLORIDA—137





260





MEMORIAL FOUNTAIN STRIKING LANDMARK IN PALM BEACH

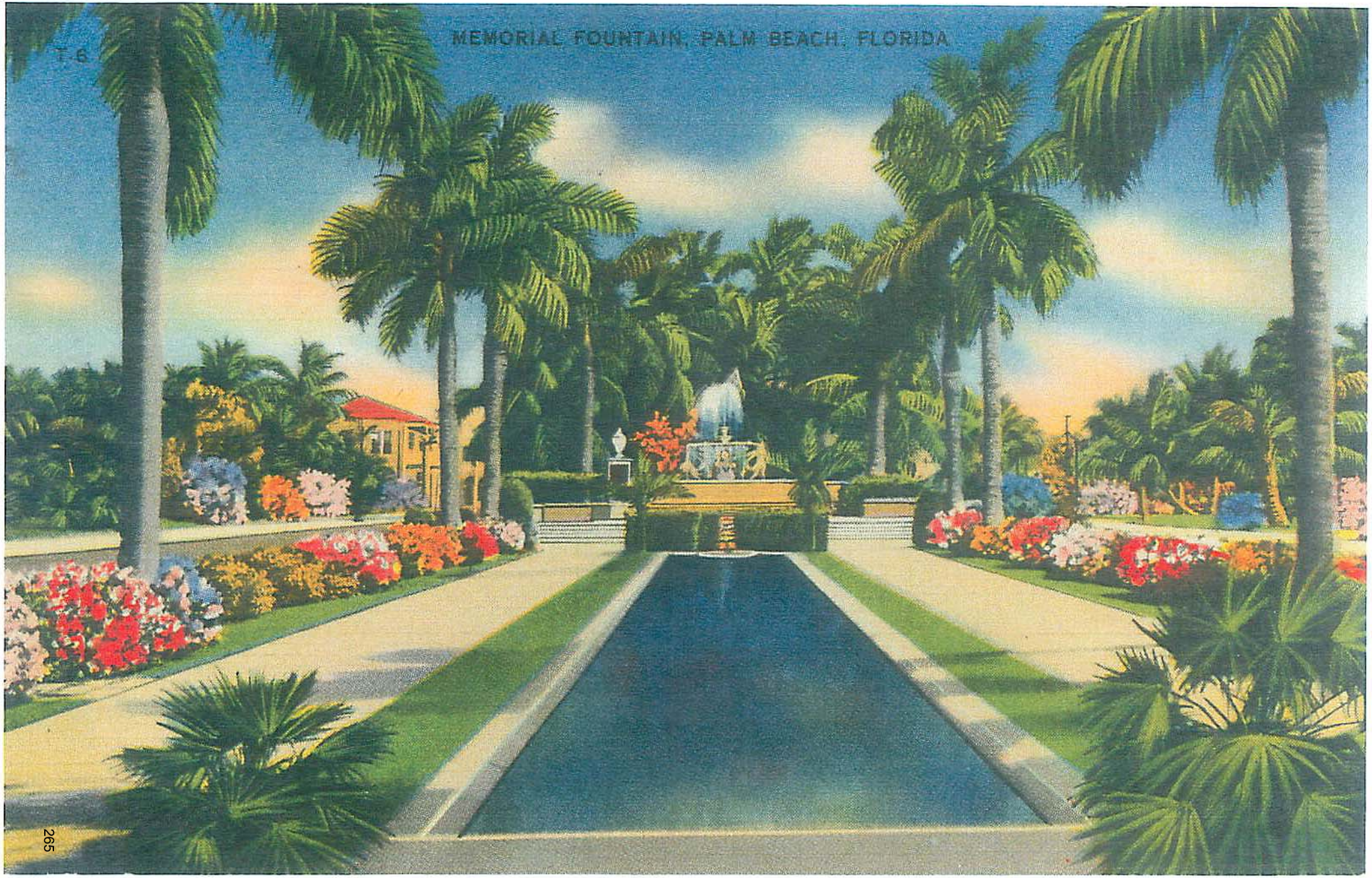
Located on a beautiful green "island" flanked on either side by South County Road is the Memorial Fountain in Palm Beach. Viewed from a northern approach, at Brazilian Ave., is the Palm Beach Honor Roll. Beyond is a long pool which reflects the magnificent fountain in the background. At the Australian Ave. end, a bronze plaque proclaims: "This small park was erected A.D. MCMXXIX by the Memorial Fountain Commission. Harold S. Vanderbilt chairman, presented it to the Town of Palm Beach as a gift from its residents." Addison Mizner was the architect. The plaque to the left of the fountain reads: "Dedicated to the memory of Henry M. Flagler and Elisha N. Dimick."

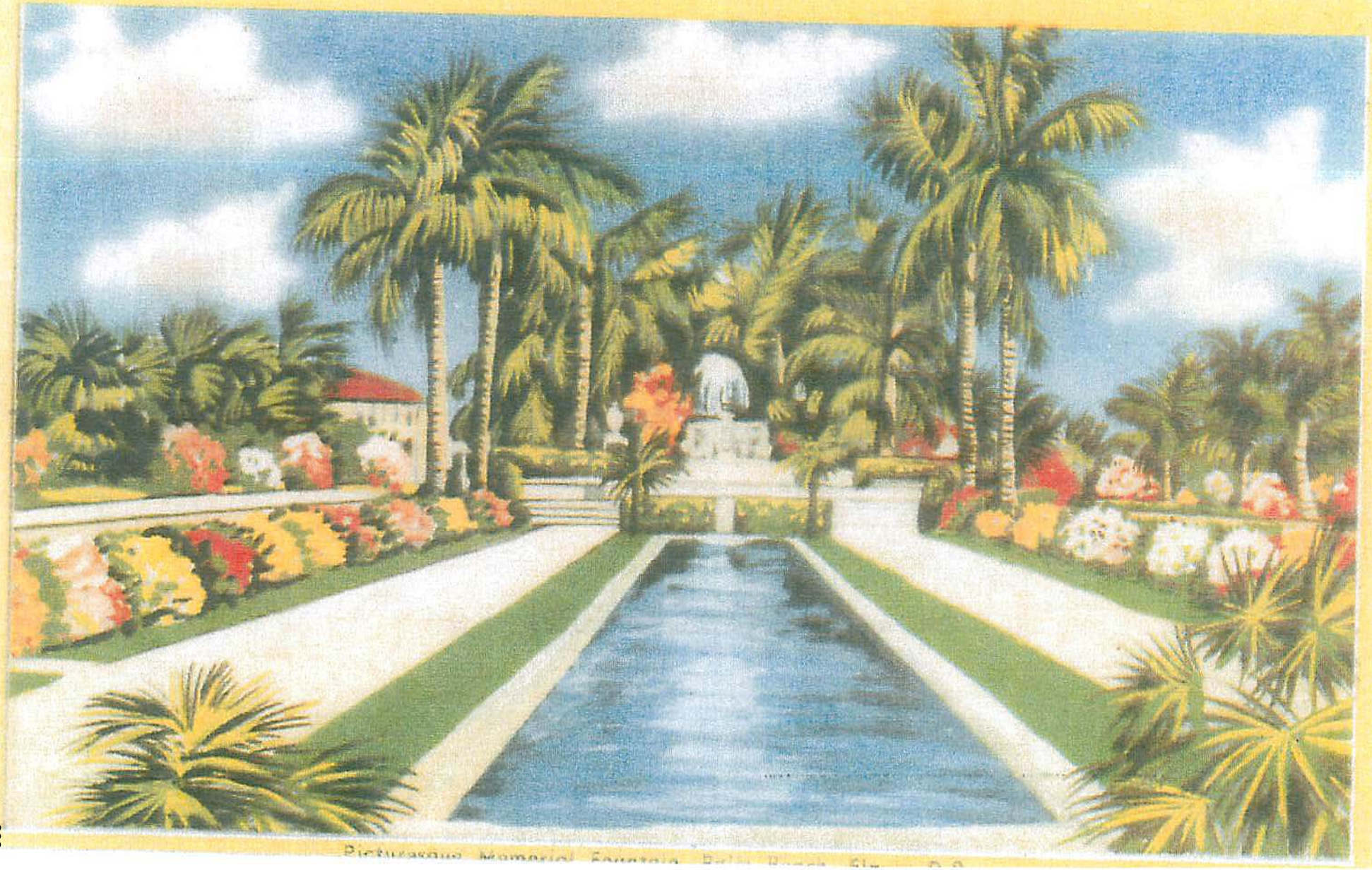
(Drawing by George Shellhase)

C-111—Memorial Fountain, Palm Beach, Fla.

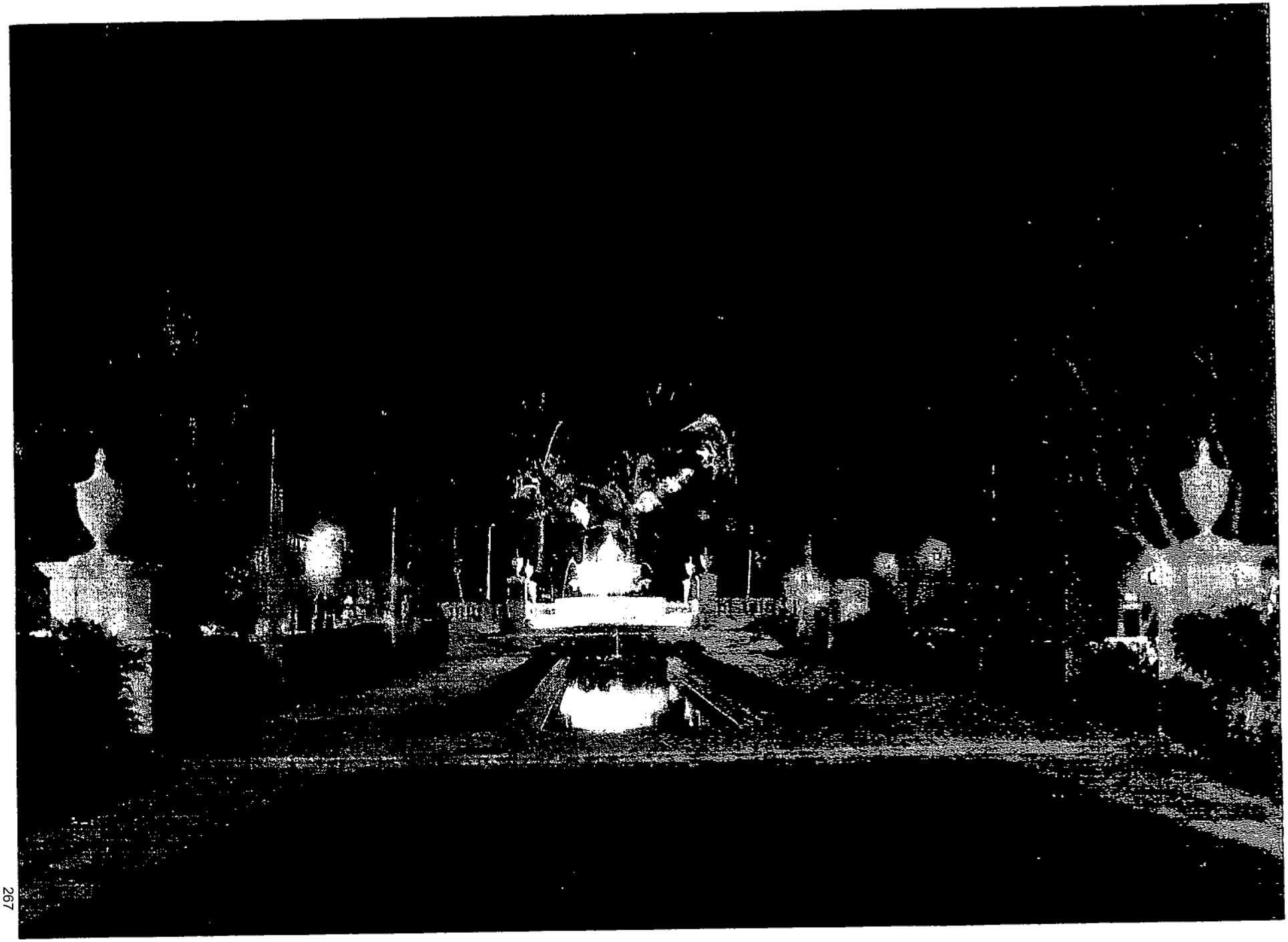
P.111 MEMORIAL FOUNTAIN, PALM BEACH, FLA.

PHOTO BY POMINALI


T-6
MEMORIAL FOUNTAIN, PALM BEACH, FLORIDA



Picturesque Memorial Fountain, Palm Beach, Fla.



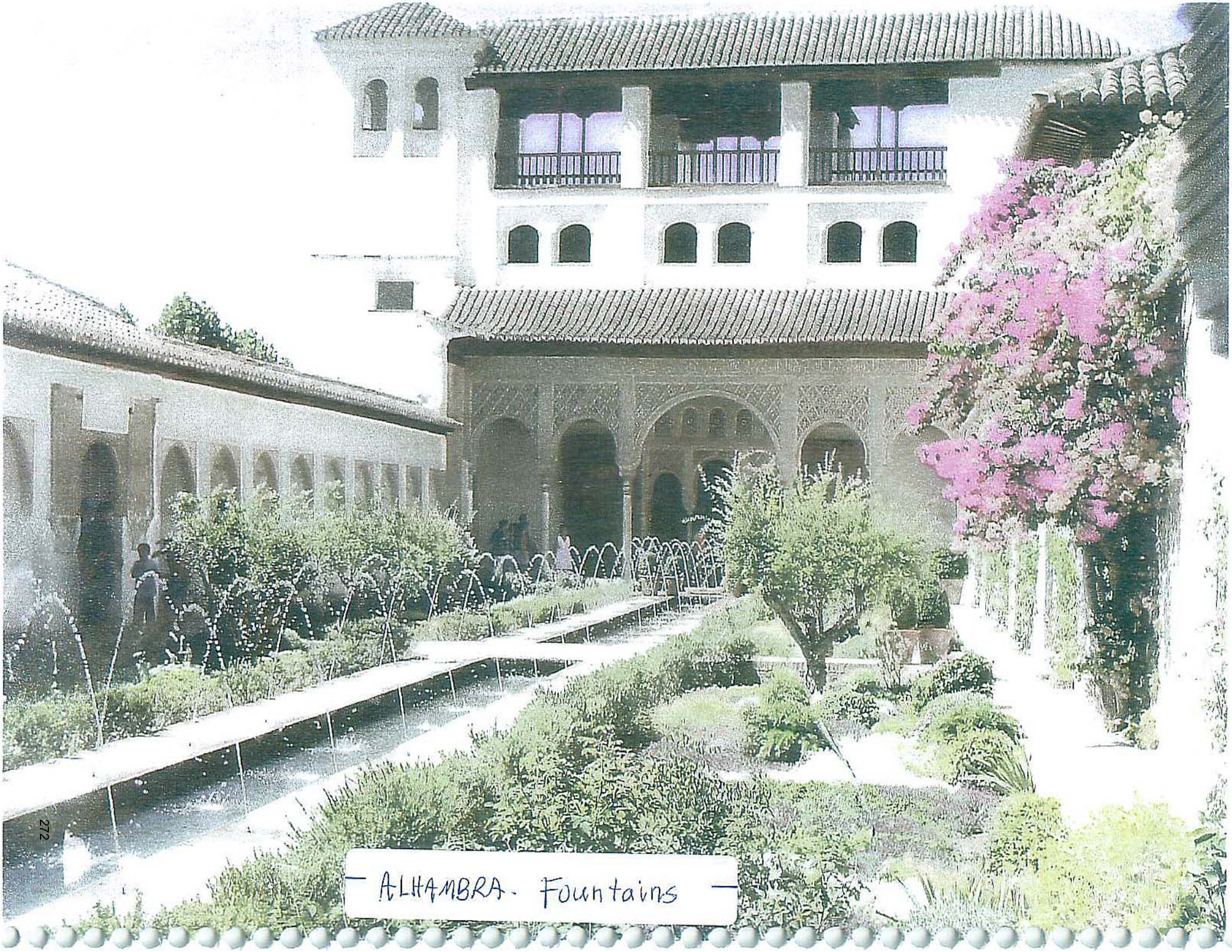
Designed by Addison Mizner

MEMORIAL FOUNTAIN AT NIGHT

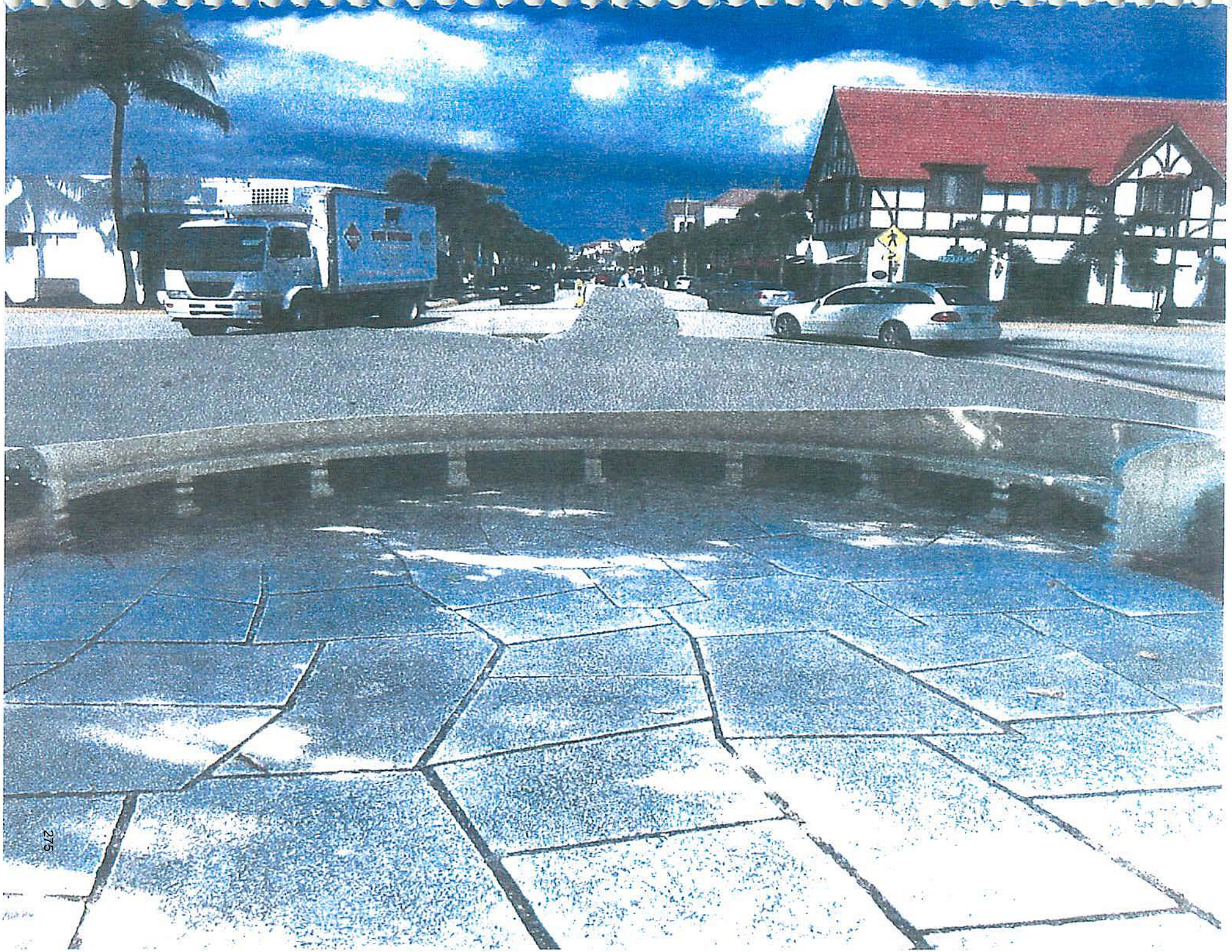
Photographed by Geisler

— ↑ "NEW PARKING" RESTORE STREET NEW PARKING" ↖ —

NEW PARKING
THRU - STREET
CUT BACK Plantings
Add footpath alongside fountain
footpath
Connects to "New Parking"
SHADE TREES + flowering bushes


ALHAMBRA. Fountains

SHADE TREES – Flowering bushes
Dem 4



FLORIDA DEPARTMENT *of* STATE

RICK SCOTT
Governor

KEN DETZNER
Secretary of State

April 3, 2014

Peter Elwell, Town Manager
Town of Palm Beach
P.O. Box 2029
Palm Beach, FL 33480

Subject: Mizner Fountain Proposed Restoration Work

Dear Mr. Elwell:

We have reviewed the November 20, 2012, report by Conservation Solutions outlining the issues and making recommendation for the restoration of the Mizner Fountain. We found that the recommendations outlined in the report are consistent with the intent of the proposed Historic Preservation Grant project and are consistent with the Secretary of the Interior's Rehabilitation Guidelines. We note that the conservation report you provided deals exclusively with the fountain and not with wall panels, benches or terrace floors. As long as the funds from the Historic Preservation Grant are used for the restoration of the fountain as outlined in the November 20, 2012, report, we see no problem with the proposed restoration work to the fountain.

The Division's preservation architects also reviewed the overall park development plan in light of a possible National Register Nomination. Our preservation architects and our National Register specialists concluded that in order to retain the historic integrity of the park and to allow it to be nominated to the National Register, the following changes to the current park design must be addressed:

Stair Plan Concerns
The proposed grand staircase would have an adverse effect on the historic fabric of the park and create a false impression of the Mizner design. The fountain terrace level was meant to be the raised terminus of this small park. Opening up the back wall of the fountain terrace wall would contradict the sight lines originally established by Mizner, creating a pass through design.

Recommend: Eliminate the proposed grand staircase from the plan. Provide access to both sides of the fountain plaza by way of proposed perimeter sidewalks. The perimeter sidewalks should extend no further than the plaza area between the first flight of the fountain steps and the reflecting pool.

Perimeter Parking and Sidewalk Concerns
The proposed plan would modify perimeter parking and sidewalks adjacent to the original Mizner design. Parked cars would block the views of the park to motorists and pedestrians.

Recommend: Eliminate the perimeter sidewalk and corresponding parallel parking around the majority of the original Mizner design. Maintain a connecting access between the original Mizner design and the new design by extending the proposed perimeter sidewalk northward from City Hall to the small plaza area in front of the first series of fountain steps. Maintain proposed parallel parking at areas extending from City Hall down to the pedestrian plaza in front of the fountain steps of the historic Mizner Fountain. Provide an extended curb adjacent to the first level of the fountain steps to define the extent of the proposed parallel parking.

Palm Tree Removal Concerns
The replacement of the royal palm trees with coconut palms will have an adverse impact on the historic integrity of the park. In addition, please consider that coconut palms might become a liability due to falling coconuts.

Recommend: Replace large royal palm trees with smaller in-kind species and the same number and configuration of royal palm trees, to maintain the historical accuracy of Mizner's design.

Kapok Tree Concerns
The root system for the large kapok trees will spread out and undermine the foundation of the fountain terrace system as well as any hardscape.

Recommend: Eliminate kapok trees to the east and west of the fountain. Leave the area east and west of the fountain to be a small entry plaza area accessible to the new steps and a perimeter sidewalk. Maintain a green strip at the base of the terminus wall (on the proposed new park side) to reflect the natural setting of the fountain terrace. We recommend using small oak trees for shade, as proposed in the new portion of the park.

Our staff is available to discuss any of these issues. If you have questions or would like to schedule a conference call, please contact Grant Gelhardt, Historic Preservation Grant Supervisor, at Grant.Gelhardt@DOS.MyFlorida.com or 850.245.6333. Thank you for your attention to this matter.

Sincerely,

Robert F. Bendus
Director, Division of Historical Resources
& State Historic Preservation Officer

ASL/hgg

pc: Gail Coniglio, Mayor, Town of Palm Beach
Robert Bendus, Director, Division of Historical Resources & State Historic Preservation Officer
Rick Gonzalez, AIA, REG Architects; and President, Florida Trust for Historic Preservation
Orator Woodward

March 4, 2014

Mr. Orator E. Woodward
251 El Bravo Way
Palm Beach, Florida 33480

Re: Mizner Memorial Fountain Plaza, Florida National Register Nomination Proposal

Dear Mr. Woodard:

Thank you for the Preliminary Site Information Questionnaire on the above referenced property. Based on the information that you have provided, it is our opinion that this property should be considered for listing in the National Register of Historic Places.

I have attached a Florida National Register Proposal Form, Continuation Sheet and instructions for completing the proposal. You should also contact the Florida Master Site File at (850) 245-6440 and ask them to email you a Florida Master Site File Form.

You should study both the FNP Form and the instructions carefully before you attempt to fill out any information. It is essential that you understand what kind of information is required and how it is recorded in order to avoid wasted time and effort. There are several points that must be emphasized.

First is the need for complete and accurate documentation. This applies to the physical description as well as the statement of significance. We need as much specific information as you can provide regarding original construction, alterations, and uses of the property, as well as the historical events, developments, and persons with whom it has been associated.

The eligibility of the property for National Register listing depends on two essential points: 1) its "site integrity" or the extent to which the property retains the physical character and appearance of its period of significance, and 2) its association with significant historic events, developments, or personalities as reflected in its present condition and appearance.

Obviously, preparation of the nomination proposal will require detailed investigation of both the physical development of the property itself and the broader historic context in which that development occurred. The information obtained must then be incorporated into narrative texts in the physical description and significance statement sections of the proposal form. While this is not a simple task, I am sure that the Guidelines will provide ample guidance in most cases. However, should you need additional information or clarification, please do not hesitate to call me at (850) 245-6347. I will be happy to help in any way I can.

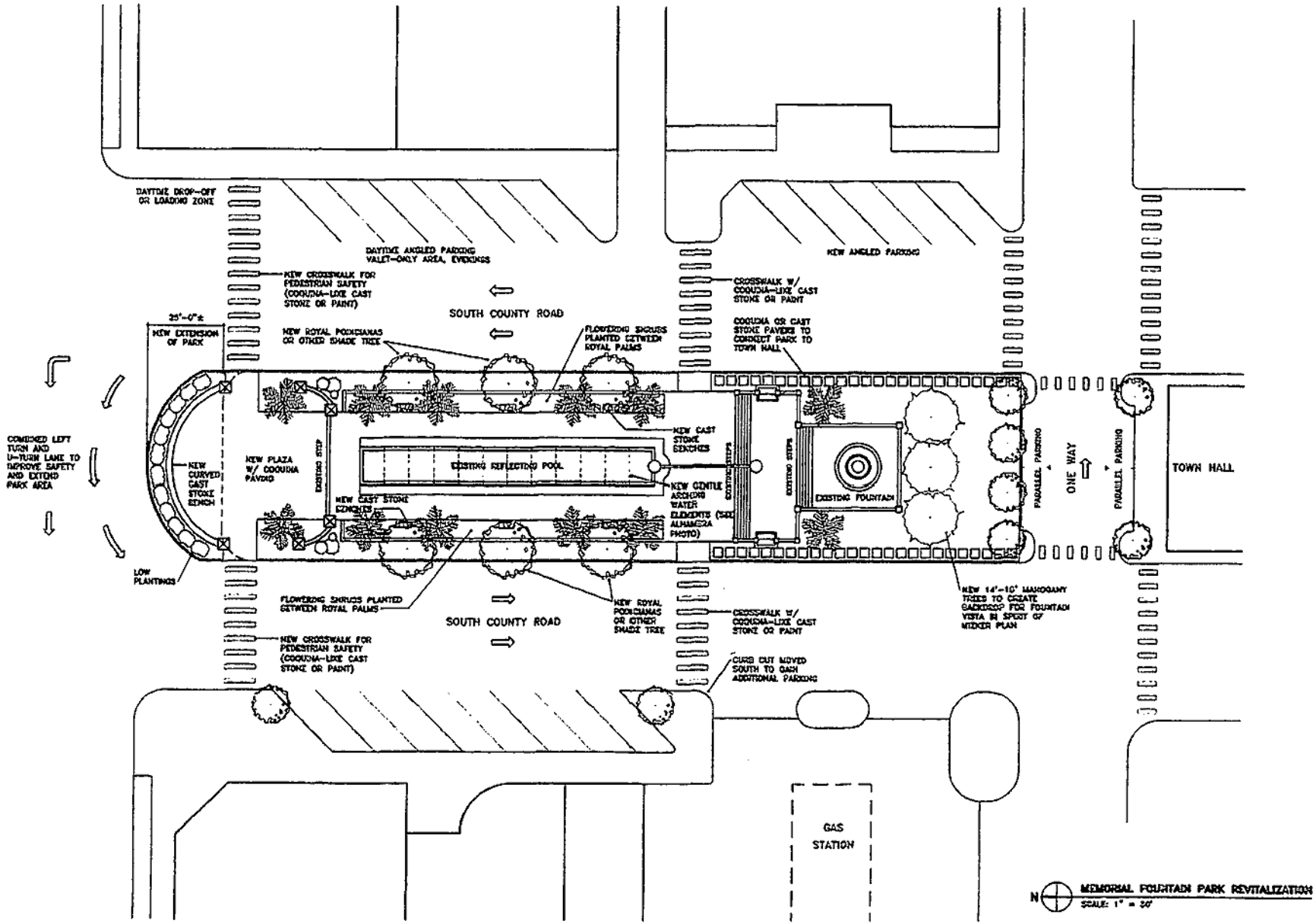
A single copy of the Florida National Register Nomination Proposal should be submitted to us as soon as you have it completed in draft form. Footnotes, photographs, and site and floor plans should be included with the draft proposal. This will enable us to give you our comments and to suggest any revisions that we feel may be necessary before you prepare the final document. Once the proposal is approved, we may request that you send us the necessary copies to be distributed to the Florida Review Board, along with the USGS map and color digital photos to be used for preparing a PowerPoint presentation to be shown at the Review Board meeting. At that point, we should be able to schedule the proposal for presentation to the Review Board.

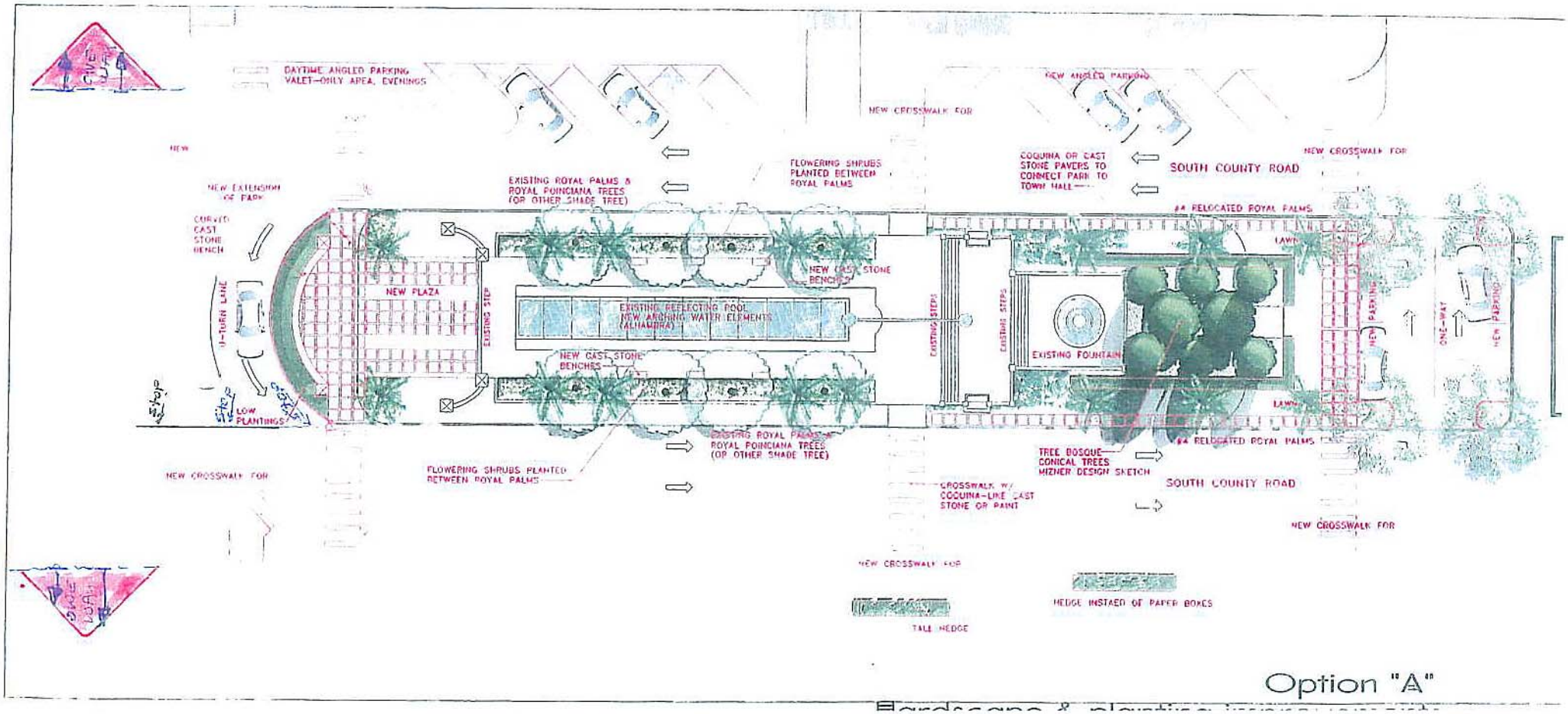
We appreciate your interest in nominating this property and look forward to receiving the nomination proposal.

Sincerely,

W. Carl Shiver, Ph.D.
Historic Preservationist

DIVISION OF HISTORICAL RESOURCES
R. A. Gray Building • 500 South Bronough Street • Tallahassee, Florida 32399-0250
Telephone: 850.245.6300 • Facsimile: 850.245.6436 • www.flheritage.com
Commemorating 500 years of Florida history www.vivaflorida.org


DAYTIME DROP-OFF OR LOADING ZONE
DAYTIME ANGLED PARKING VALET-ONLY AREA, EVENINGS
NEW CROSSWALK FOR PEDESTRIAN SAFETY (COQUINA-LIKE CAST STONE OR PAINT)
SOUTH COUNTY ROAD
NEW ANGLED PARKING
CROSSWALK W/ COQUINA-LIKE CAST STONE OR PAINT
25'-0"±
NEW EXTENSION OF PARK
NEW ROYAL POINCIANAS OR OTHER SHADE TREE
FLOWERING SHRUBS PLANTED BETWEEN ROYAL PALMS
COQUINA OR CAST STONE PAVERS TO CONNECT PARK TO TOWN HALL
COMBINED LEFT TURN AND U-TURN LANE TO IMPROVE SAFETY AND EXTEND PARK AREA
NEW CURVED CAST STONE BENCH
NEW PLAZA W/ COQUINA PAVING
EXISTING STEP
NEW CAST STONE BENCHES
EXISTING REFLECTING POOL
NEW GENTLE ASCENDING WATER ELEMENTS (SEE ALHAMBRA PHOTO)
EXISTING STEPS
EXISTING FOUNTAIN
PARALLEL PARKING
ONE WAY
TOWN HALL
LOW PLANTINGS
FLOWERING SHRUBS PLANTED BETWEEN ROYAL PALMS
NEW ROYAL POINCIANAS OR OTHER SHADE TREE
CROSSWALK W/ COQUINA-LIKE CAST STONE OR PAINT
NEW 14'-16' MAHOGANY TREES TO CREATE BACKDROP FOR FOUNTAIN VISTA IN SPIRIT OF WIDKER PLAN
NEW CROSSWALK FOR PEDESTRIAN SAFETY (COQUINA-LIKE CAST STONE OR PAINT)
CURB CUT MOVED SOUTH TO GAIN ADDITIONAL PARKING
GAS STATION
N
MEMORIAL FOUNTAIN PARK REVITALIZATION
SCALE: 1" = 20'


DAYTIME ANGLED PARKING
VALET-ONLY AREA, EVENINGS
NEW ANGLED PARKING
NEW CROSSWALK FOR
NEW
NEW EXTENSION OF PARK
CURVED CAST STONE BENCH
EXISTING ROYAL PALMS & ROYAL POINCIANA TREES (OR OTHER SHADE TREE)
FLOWERING SHRUBS PLANTED BETWEEN ROYAL PALMS
COQUINA OR CAST STONE PAVERS TO CONNECT PARK TO TOWN HALL
SOUTH COUNTY ROAD
NEW CROSSWALK FOR
#4 RELOCATED ROYAL PALMS
LAWN
NEW PLAZA
EXISTING STEP
EXISTING REFLECTING POOL
NEW ARCHING WATER ELEMENTS
(ALHAMBRA)
NEW CAST STONE BENCHES
EXISTING STEPS
EXISTING STEPS
EXISTING FOUNTAIN
NEW PARKING
ONE-WAY
NEW PARKING
U-TURN LANE
LOW PLANTINGS
LAWN
EXISTING ROYAL PALMS & ROYAL POINCIANA TREES (OR OTHER SHADE TREE)
#4 RELOCATED ROYAL PALMS
TREE BOSQUE—CONICAL TREES MIZNER DESIGN SKETCH
NEW CROSSWALK FOR
FLOWERING SHRUBS PLANTED BETWEEN ROYAL PALMS
CROSSWALK W/ COQUINA-LIKE CAST STONE OR PAINT
SOUTH COUNTY ROAD
NEW CROSSWALK FOR
NEW CROSSWALK FOR
HEDGE INSTEAD OF PAPER BOXES
TALL HEDGE

Option "A"

Richard F. Stahl
240 N. County Road
Palm Beach, FL 33480

Mayor Gail Coniglio, and Town
Council of the Town of Palm Beach
360 South County Road
Palm Beach, Florida 33408

Re: Opposition to Parallel Parking and Lane Shift around Memorial Park

Dear Mayor and Town Council Members:

Unfortunately, I will be out of Town when the application for the Town Hall Square improvements comes before the Town Council on October 14, 2014. As a result, before I left Town I wanted to express my objection to the proposal to create new sidewalks bounded by additional parallel parking around the perimeter of the Memorial Fountain Park, which would result in a lane shift in traffic on South County Road, as well as the elimination of the dedicated northbound right hand turn lane onto the 100 block of Brazilian Avenue.

My comments arise primarily from Safety, Economics, and Aesthetics (S.E.A.). From a safety stand point, the intersection at the 100 Block of Brazilian Avenue and South County Road is arguably one of the busiest, as well as most confusing intersections in the Town. The addition of proposed sidewalks and parking surrounding Memorial Park, coupled with the removal of the dedicated turn lane at Brazilian Avenue, will only serve to diminish the visibility of drivers, remove the most direct lane of travel through the intersection, and force traffic to be squeezed into a virtually impossible pattern around the Salon Margrit building traveling northbound, while at the same time creating a safety hazard for northbound emergency vehicles attempting to cross traffic and make a Uturn around the Town Square.

At the same time, the creation of potential parking 'bump outs" at the north end of Memorial Park will require vehicles to stick their noses out into a much narrowed traffic pattern. This dangerous scene will be magnified many times over when the valet at Café L'Europe inevitably becomes backed up on what will become a through lane of traffic rather than a dedicated turn lane. The result will no doubt be traffic coming to a complete stop or cars dangerously darting around those vehicles stopped at the valet. The proposed tear drop in front of Café L'Europe will only further exacerbate the confusion at the intersection.

Finally, adding parallel parking around Memorial Park necessarily exposes those passengers, including children, exiting the passenger side of a vehicle to oncoming traffic on what is a major thoroughfare for many of the trucks which travel through the Town, since they are prohibited from traveling down the beach. Whether people like to admit it or not, too often in today's world people talk, text and perform all sorts of other tasks in their cars and simply do not pay close enough attention to their surroundings. My fear is that by adding more parallel parking to an already confusing intersection it will only be a matter of time before tragedy strikes.

From an economics perspective, while it has been argued that parking directly equates to increased business, such is not always the case. Unlike Worth Avenue, Atlantic Avenue, or South Beach, which are all destination locations in and of themselves, South County Road is merely an artery connecting other areas of the island. Furthermore, much of the activities in the Town Square area are governmental focused, with the Town Hall, Police Station and Fire Station taking up a large part of the Town Hall Historic District, especially on the east side of the road, while the local gas station displaces much of the "business" area on the west side of Memorial Park. At the same time, Memorial Park is located only a short distance from Midtown beach. As a result, even disregarding the above safety hazards, any additional spaces which would be created around Memorial Park will almost certainly be used by developers and contractors seeking permits and consultations at Town Hall, or beach goers looking for additional free parking, neither of which creates an economic advantage to the Town.

Finally, it would seem that simple aesthetics would dictate against adding parking around the Memorial Park area. It is totally incongruous to potentially spend millions of dollars on the beautification of Memorial Park only to ring it with parked cars and trucks which block the view into the Park by motorists as well as the view out of the park by those on the inside.

Added to the above factors there would seem to be several other "wild card" factors put forth by others which would also dictate against the addition of sidewalks and parallel parking at Memorial Park, including, but not limited to, whether the Town can meet the standards for a variance to remove green space to allow for such sidewalks and parking, and the potential for the addition of sidewalks and parking to negate the ability to add the Town Hall Historic District to the National Register in the future.

In light of all of the above, I would respectfully request that the Town Council eliminate the sidewalks bounded by parallel parking around the perimeter of the Memorial Fountain Park, along with any other change to the area which would result in a lane shift in the traffic pattern on South County Road. Instead, any improvements to Memorial Park should be limited to the Fountain itself.

Sincerely,

Richard F. Stahl

Richard F. Stahl

cc: John R. Eubanks, Jr. , Esq.
John Page, Director of Planning, Zoning and Building
Peter Elwell, Town Manager
Thomas Bradford, Deputy Town Manager
John C. ASkip@ Randolph, Esq.
Town Clerk, Town of Palm Beach

Thomas O. McCarthy
140 Brazilian Avenue
Palm Beach, Florida 33480

Honorable Gail Coniglio, Mayor, and
Town Council of Town of Palm Beach
360 South County Road
Palm Beach, Florida 33408

Re: Opposition to "Improvements" to Memorial Park Including Addition of Sidewalks and Parallel Parking

Dear Mayor and Town Council Members:

As many of you know, as a resident of 140 Brazilian Avenue, I have been watching closely the progress of the proposed "Improvements" to Memorial Park. While I support the effort to restore the Memorial Fountain, my concern has been, and continues to be, the negative impact of sidewalks and parallel parking being added to the perimeter of Memorial Park which would result in the elimination of the dedicated right hand turn lane onto Brazilian Avenue, as well as a lane shift in the remainder of the South County Road at what is already one of the most confusing intersections in the Town of Palm Beach. For the reasons set forth below, I would urge the Council to **VOTE NO** to any extension of the sidewalks, creation of parallel parking, or any other changes within the Town Hall Historic District which would result in the need for a lane shift in South County Road.

In researching the history of the Memorial Fountain project, I was surprised to find that within its own Application, the Town admits it will need not only a site plan modification, but also a variance from the green space requirements of its own code in order to follow through with many of the proposals, including the addition of the sidewalk and parallel parking around Memorial Park. While I am certainly not an attorney, it would seem to me that the mere "desire" to come up with a plan which adds sidewalks and parallel parking spaces does not come close to meeting the "hardship" requirements discussed by the Town Council when dealing with other applications for building and/or parking variances around the Town, such as those requested by the Palm House. It would seem therefore that just because the Application for the modifications for Memorial Park is for a Town project does not mean the Town should be held to any lesser demonstration of "hardship" than it applies to other applications. As a result, I would again urge the Town Council to **VOTE NO** to any plans for the extension of sidewalks or the creation of parallel parking which would require a lane shift in South County Road, to avoid even the possibility of a challenge to any variance required for the project.

Outside of the potential failure to meet the requirements of a variance, I would suggest that the proposal to add sidewalks and parallel parking surrounding Memorial Park, which would result in a lane shift on South County Road, does not make sense from: a) safety standpoint; b) a practical standpoint; and c) a beautification standpoint. From a <u>safety standpoint</u>, while there are those who would argue that a line of parked cars provides "safety" to the occupants of Memorial Park, what they forget is that parallel parking along one of the busiest streets in the Town will

expose the occupants on the passenger side of a vehicle (including, adults, children, and parents who may need to remove children from safety seats) directly to oncoming traffic on a main artery of the Town, which traffic often includes some of the largest trucks in the Town, since they are restricted from driving along S. Ocean Boulevard in the area. In addition, with the creation of parallel parking and the loss of the dedicated turn lane, those cars and trucks traveling by Memorial Park will not have much, if any, room to steer around cars which are attempting to park and/or let passengers out.

While we would all like to think that other drivers would clearly give way to those parking or exiting the passenger side of a car or SUV, the honest truth is that more and more drivers are distracted by texts, cell phones, and electronics and just not paying as much attention as they should be to their surroundings. I am sure the last thing the Town wants to see is a passenger hit (or even potentially drug down the street) by a car or truck whose driver simply was not paying attention, did not see, or did not have enough room to make a last minute maneuver to avoid a passenger stepping out of a car.

In addition, there is also a safety concern that with the additional of a nine (9) foot wide lane of parallel parked cars it will be much more difficult for safety vehicles including to exit the fire station cross over to the far left lane, and make the turn around the north end of the intersection. As a result, from a safety standpoint, I would urge the Town Council to **VOTE NO** to any plan which includes parallel parking which would result in the need for a lane shift in South County Road.

Likewise, from a practical standpoint, I think each of you who have taken time out of your busy schedules (for which I thank you again) to walk the intersection of Brazilian and South County Road with me recently will agree that replacing the left northbound lane with parallel parking and eliminating the turn lane onto Brazilian Avenue just does not work. As you can see from the enclosed picture (Picture 1), replacing the dedicated turn lane with a through lane of traffic gives a driver a visual approach of heading straight for the Salon Margrit building and needing to make a 90 degree turn to the left followed by another 90 degree turn to the right in order to proceed north along South County Road.

Similarly, even from the left lane of travel, because the view down the street will be blocked by parked cars, the approach will once again present itself as a series of two 90 degree turns to avoid the impending building (Picture 2), which is incredibly disconcerting to most drivers, especially if they are either not familiar with the area or driving a large truck which will not have much room for error in navigating such turns. Couple these "turns" with the fact that the left lane of South County Road must turn left at Royal Palm Way, which frequently results in drivers in the left lane dodging back into the right lane to continue north down South County Road, creates an accident waiting to happen.

On top of the above, the proposed "bump-outs" and teardrop median in the road at Brazilian Avenue will only serve to further confuse travelers as well as create a foreseeable bottle neck at Brazilian Avenue. For example, traffic already necessarily slows down and often stops and backs up at the valet stand and drop off for Café L'Europe (see red curb in Picture 3).

With the removal of the dedicated turn lane, the right through lane of traffic will almost certainly come to a complete stop, leaving drivers to attempt to merge into the left lane. At the same time, the parallel parking, especially with the "bump out" area (Graphic 1) will cause drivers to have to stick the nose of their cars into the oncoming traffic of what may well be the only open lane of travel. Once again, this would seem to be a recipe for disaster. As a result, from a practical standpoint I would urge the Town Council to **VOTE NO** to any plan which includes parallel parking or any other modification which will require a lane shift in South County Road.

Finally, from a beautification standpoint, the addition of parallel parking simply makes no sense. Why would the Town potentially spend millions of dollars on renovating the Memorial Fountain area just to hide it behind a row of parked vehicles which will almost certainly be composed primarily of work trucks whose drivers are visiting Town Hall or beach goers? While some would argue that extending sidewalks and lining the area with cars has been good for business in South Beach and has done wonders to "revitalize" quaint towns like New Smyrna Beach, the simple fact is that the Memorial Fountain and Park is not a destination location or part of a sidewalk system which allows pedestrians to stroll from shop to shop or to various eateries.

As a result, while areas like Worth Avenue or even Atlantic Avenue in Delray are created to encourage strolls along the Avenue, the Town Hall Historic District is an island in the middle of one of the busiest north-south arteries in the Town. Therefore, while it makes sense to soften and beautify the view of the Park as one travels through the area, it does not make sense to add new parallel parking and the confusion of a potential lane change to what is already a difficult intersection. As a result, from a beautification standpoint I would urge the Town Council to **VOTE NO** to any extension of the sidewalks, creation of parallel parking, or any other changes within the Town Hall Historic District which would result in the need for a lane shift in South County Road.

I appreciate your time and attention to this matter. Unfortunately, I will be out of the country when this issue is discussed by the Town Council on October 14, 2014. As a result, I have retained John Eubanks, of the law firm of Breton, Lynch, Eubanks & Suarez-Murias to further address this issue with the Town Council in my absence.

Very truly yours,

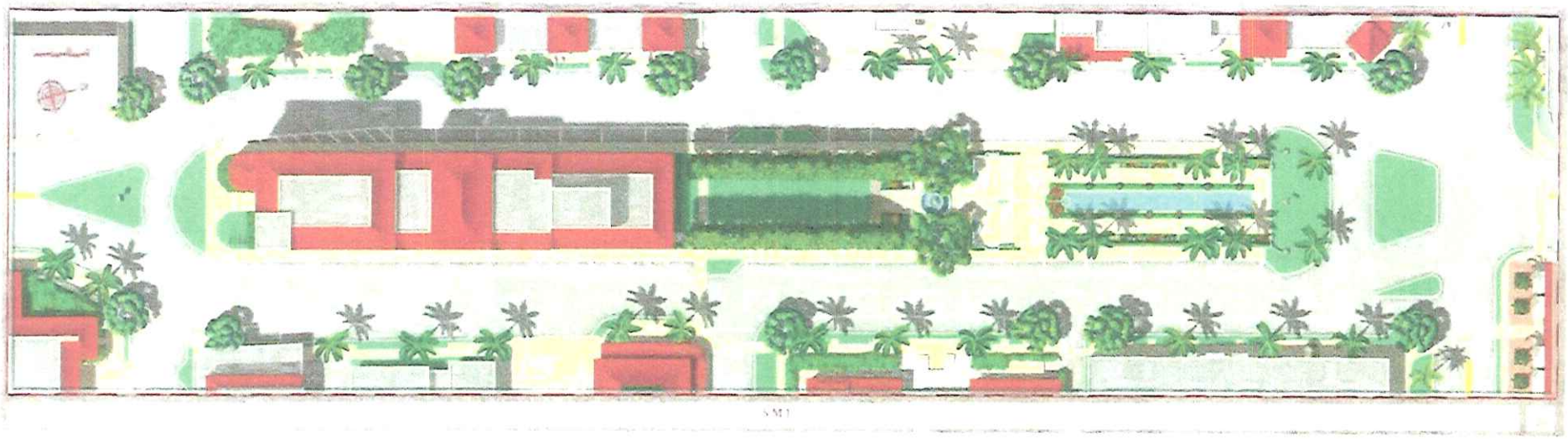
Thomas O. McCarthy

Thomas O. McCarthy

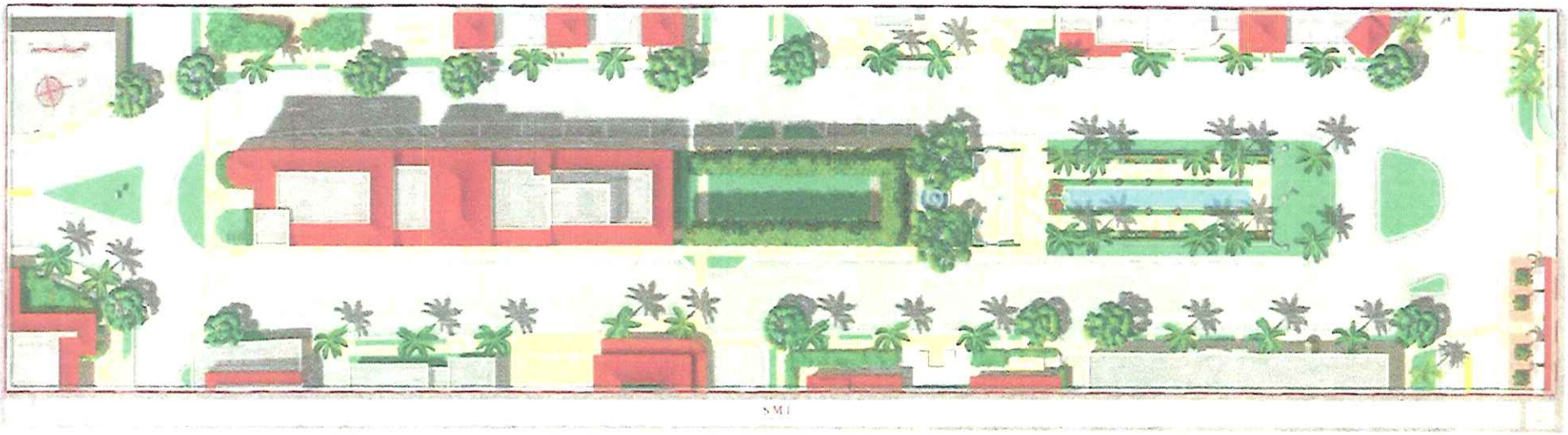
cc: John R. Eubanks, Jr.
John Page, Director of Planning, Zoning and Building
Peter Elwell, Town Manager
Thomas Bradford, Deputy Town Manager
John C. ASkip@ Randolph, Esq.
Town Clerk, Town of Palm Beach

BRAZILIAN AVE

BRAZILIAN WE
ONLY



Plan as developed through Landmarks, Town Council, and public comment



Plan as proposed by Dept. of Interior

TOWN OF PALM BEACH

Town Council Meeting on: October 14, 2014

Section of Agenda

Regular Agenda - Old Business

Agenda Title

FPL Hardening, Utility Undergrounding, and Street Lighting Matters.
TIME CERTAIN: 2:00 PM

a. Hardening.
FPL Representatives

b. Undergrounding.
Thomas G. Bradford, Deputy Town Manager

c. Street Lighting.
H. Paul Brazil, P.E., Director of Public Works

d. RESOLUTION NO. 162-2014 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving a Purchase Order for Engineering Design and Bid Phase Services for Town-wide Street Light Replacements-Phase 2 in the Amount of $109,030 to Mock Roos & Associates, Inc., and Establishing an Engineering and Design and Bid Phase Services Budget of $122,000.

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

e. RESOLUTION NO. 163-2014 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 Erdman Anthony of Florida, Inc., in an Amount of $180,310 for the Street Lighting Upgrades on South Ocean Boulevard from Sloan's Curve to Lake Avenue, and Establishing a Design and Bid Phase Budget of $197,500.

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

Supporting Documents

- **Memorandum dated October 6, 2014, from Thomas G. Bradford, Deputy Town Manager**
- **Memorandum dated October 6, 2014, from H. Paul Brazil, P.E., Director of Public Works**
- **Resolution No. 162-2014**
- **Mock Roos Proposal**
- **Resolution No. 163-2014**
- **Erdman Anthony Proposal**
- **Exhibit A**

TOWN OF PALM BEACH

Information for Town Council Meeting on: October 14, 2014

To: Mayor and Town Council

Via: Peter B. Elwell, Town Manager

From: Thomas G. Bradford, Deputy Town Manager

Thomas Bradford

Digitally signed by Thomas Bradford
DN: cn=Thomas Bradford, o=Town of Palm Beach, ou=Town Manager's Office, email=tbradford@townofpalmbeach.com, c=US
Date: 2014.10.09 16:32:55 -04'00'

Re: FPL Hardening Plans and Neighborhood Underground (UG) Plans Relative to FPL Hardening Plans

Date: October 9, 2014

STAFF RECOMMENDATION

Staff recommends the Town Council hear the presentations on this subject matter and provide staff with direction on how to proceed. Policy questions to be considered are:

1) Shall FPL be allowed to improve system reliability on the island via their hardening plans?
2) Shall the Town pursue undergrounding in lieu of hardening? If so, shall undergrounding be done only in those areas impacted by FPL hardening plans or according to some other plan?

GENERAL INFORMATION

FPL Hardening Plans

FPL officials will be present to provide you with an overview of their hardening plans for the Palm Beach service area. Please see the attached exhibit marked as Attachment A to see the locations of FPL proposed hardening projects. Originally, hardening was a function of FPL's Storm Secure plan that was developed in response to the outages their electrical system incurred from the wrath of hurricanes experienced in the last decade. Hardening entails system upgrades to enable the electrical distribution system to withstand the effects of winds up to 150 miles per hour. Although hardening entails more than just different utility poles, what the average consumer sees is a taller, more substantial concrete pole.

Hardening originally applied to feeder lines as they are considered to be the backbone of the distribution system. Subsequently, the Florida Public Service Commission allowed FPL to expand the use of hardening to circuits that are in need of reliability upgrades. Most FPL proposed hardening in Town applies to feeder lines, but some hardening is being done to improve system reliability. It is important to note that when FPL hardens a feeder line in Town that feeder line is hardened on the mainland as well all the way back to the substation. This

means that whether the Town chooses to let FPL go forward with hardening in Palm Beach or to address increased reliability and infrastructure survivability via undergrounding, once completed Town residents will have the most secure electric service possible.

Many residents have expressed concern about the appearance of so called hardened facilities saying they look more commercial and detract from a residential neighborhood. One can gauge a general idea of what hardened utility poles will look like in comparison to what is most common in Town today. See the three pictures that appear below. The photo on the left is the most common sight in Town today being a wooden utility pole and the pictures on the right are akin to what will be installed for hardening standards using concrete poles.

Existing Pole Hardened Pole Hardened Pole

We should be appreciative of the fact that FPL is taking steps to make their electrical system serving Palm Beach more storm secure and reliable. FPL is under a tight timeline to get this work completed per the requirements of the Florida Public Service Commission (PSC). However, it is up to the Mayor and Town Council to decide whether or not hardening is the preferred method of improving reliability. Undergrounding can accomplish the same results, but comes with a cost which we will review below. Once a decision is made it should be considered to be final and irrevocable so that FPL can report to the PSC that reliability was improved one way or the other.

Proposed Neighborhood Underground Projects

Attachment A also shows where existing neighborhood underground conversion projects are located relative to FPL proposed hardening projects. Virtually every neighborhood project is impacted by FPL hardening plans. The impact has to do with the formula used to calculate FPL's charges for converting to UG. Today, the neighborhood projects mostly entail conversion of depreciated FPL assets, in some cases fully depreciated assets, to UG. If FPL hardening plans go forward and neighborhood UG projects follow, the existing assets will be replaced with new overhead facilities that will have no depreciation attached thereto and result in the cost of undergrounding being higher than it would have been if the other facilities were left in place until underground conversion commenced.

Accordingly, if hardening is not the preferred way to improve reliability the question that must be answered is how much undergrounding shall the Town attempt to do? At a minimum, if the Town says no to hardening then we must pursue undergrounding every line proposed to be hardened. However, it is not really feasible to underground only those lines proposed to be

hardened. For starters, one has to ask who would pay the cost if only the hardened lines were to be buried. It does not seem fair for only those property owners adjacent to the lines scheduled for hardening to bear the cost of undergrounding those lines. Many lines proposed to be hardened are along arterial roadways in Town. It makes little sense to only bury those facilities along the arterial roadway when they are usually connected to distribution facilities running both east and west. It would make more sense to include the areas adjacent to the arterial roadways where hardening is proposed and the areas east and west from that point because they are all part of the same integral distribution system.

How much will pursuit of various options likely cost? This and other questions have at least been answered in part by the information Town staff requested of FPL this past spring when it became known that FPL desired to pursue hardening in Town. In this regard, please see the exhibit marked as Attachment B, which is a letter to the Town dated June 27, 2014, from FPL's Project Manager for Distribution Underground, John Lehr, wherein Mr. Lehr provides ballpark cost estimates for various scenarios as requested by staff. These scenarios cover undergrounding options that include the entire spectrum from the entire Town to just the lines proposed by FPL for hardening. The Project Segment table appearing in John Lehr's letter is reproduced here:

Town of Palm Beach

Project Segment	**Ballpark Estimate***	**Non-Refundable Engineering Deposit**
Entire Town	$35,000,000	$258,522
Wells Rd. North to the Inlet-Beach to Intracoastal	$10,600,000	$81,860
N. County (ROW) – Wells Rd. to Tangier Avenue	$460,000	$3,340
Well Rd. South to Royal Poinciana Way – Beach to Intracoastal	$3,400,000	$24,443
Royal Poinciana Way South to Barton Avenue - Beach to Intracoastal	$1,400,000	$11,724
Sloan's Curve to Southern Town Limits - Beach to Intracoastal	$4,300,000	$31,044
Sloan's Curve to Lake Avenue - Beach to Intracoastal	$2,500,000	$17,549
Lake Avenue to Southern Town Limits - Beach to Intracoastal	$1,900,000	$13,495
Northwood – 40332 -2015 (Green, Exhibit "B")	$2,800,000	$19,895
Terminal – 40213 – 2014 (Pink, Exhibit "B")	$1,800,000	$14,867
Evernia – 4011862 – 2015 (Yellow, Exhibit "B")	$739,000	$6,524
Belvedere – 402533 – 2015 (Orange, Exhibit "B")	$1,030,000	$6,740
Skypass Improvements – 2015 – (Blue, Exhibit "B")	$1,800,000	Not Provided by FPL, but estimated to be $14,867

**Ballpark cost is for FPL facilities only. AT&T and Comcast facilities are extra, as are restoration costs and other project related expenses.*

The reference to the non-refundable deposit is the cost charged by FPL to provide a binding cost estimate. A binding cost estimate is based on an engineered design and, once provided, must be accepted within 180 days. If accepted, the cost of the work cannot be exceeded by 10%. In all neighborhood projects pursued to date, the lowest cost scenario is where the Town, via its selected contractor, does the work of installing the conduit, transformers and other facilities, including running the necessary wires. It is this scenario that should be requested when seeking a binding cost estimate.

Since this ballpark cost estimate data applies to FPL only we must add AT&T and Comcast costs and project management, engineering, legal, surveying, site restoration and milling and resurfacing costs to come up with a complete accurate cost estimate. Town staff recommends that any large scale undergrounding effort be pursued using the Construction Manager at Risk (CM@Risk) construction format. Underground conversion projects will also incorporate any Town or public utility infrastructure work for which there is funding that needs to be done for convenience while construction is underway. The CM@Risk contractor will oversee and coordinate all of this in conjunction with Town project managers and provide a guaranteed maximum price. This will provide the lowest possible milling and resurfacing price to residents as the cost of paving will be equitably shared by all Town and public utility entities engaged in working within any given project area. The end result will also provide for state of the art utilities and public infrastructure for many years into the future for the benefit of Palm Beach citizens.

The table below is an order of magnitude estimate based on costs incurred for similar work in South Florida adjusted for inflation. It assumes FPL ballpark numbers are accurate. Contingency must be added and has been at 20 %. Costs in the table are based on the assumption that any UG project pursued by the Town will use FPL Vista type feeder switches which are sealed against water intrusion and are smaller in size and more easily screened with landscaping. This type switch has been used in other large scale UG projects on barrier island communities in South Florida.

Townwide Underground Order of Magnitude Cost Estimate, All Utilities

Project Engineering	$5,400,000
CM@Risk Project Management	$3,415,000
Legal Costs	$725,500
Survey Costs	$1,232,000
Utility Conversion Costs (FPL)	$35,000,000
FPL GAF Discount @ 25%	($7,947,169)
Utility Conversion Costs (AT&T & Comcast)	$8,900,000
Conversion of FPL Service Connections	$10,075,000
Site Landscape/ Hardscape Restoration Costs (Excluding Asphalt)	$1,500,000
Asphalt Milling and Resurfacing Costs (1)	$12,840,000
Sub-Total Project Costs	$71,140,331
Contingency @ 20%	$14,228,066
Total Project Costs	$85,368,397

(1) $17,120,000 if every road in Town is milled and resurfaced with the following exceptions. This figure does not include Ocean Blvd. as we are underground on much of it and are typically on one side of

the street with overhead. South of Sloan's Curve is excluded as there is plenty of grass area and no paving should be needed. Roadway and milling costs are based on adopted Town standards and will decrease where costs are shared with other Town or public utility underground or roadway improvements. Pricing assumes $30 per square yard and assumes smaller segments will be paved. If larger segments are paved at a time pricing could drop below $30 per square yard. Assumes the entire street would be milled and resurfaced which may not be true in all cases. Assumes 214,000 linear feet of streets with an assumed width of 24 feet of pavement, which also is not true in all cases. (214,000ft X 24ft X 1yd/9sq ft X $30 = $17,120,000). Additional analysis may reveal a lower cost. For now, assumes about 75% of paving cost will be borne by underground projects.

If large projects are pursued by the Town, the goal should be to convert 3 pole miles of lines per project. If that is done the Town receives a 25% GAF discount passed on to property owners. For example, using the 3 pole mile size as a minimum project area target and focusing from north to south, from the Palm Beach Inlet to the north side of Ocean Terrace would constitute one such area and from the south side of Ocean Terrace to List Road would constitute another and so on.

If special assessments are to be used for funding and the Town Council wishes to use the petition process similar to what is currently done for small scale UG projects, we need to segue to a more efficient mailed petition process. The land areas involved in the 3 pole mile target project size are too great to rely on neighborhood UG champions going door-to-door to secure affirmative petition signatures of 67% of the project area property owners. In this scenario, we recommend that the Town employ a mailed petition that must be mailed back to the Town by a time certain and only those mailed petitions received by the Town will be counted. 67% of those petitions received must affirmatively approve the proposed underground assessment project. It is envisioned that the Town would provide a cover letter of explanation, the petition and a return envelope. The petition ballot and envelopes will be marked with the property's property control number. Both the cover letter and petition can make reference to, and provide the link to, the Town's website where detailed project information will appear. LLC's would receive an affidavit to execute and return with the signed petition. A Canvassing Board would be established to count ballots.

Please see Attachment C to review the Town Clerk's memorandum to me on this subject offering her opinions on how this process should be set up along with a draft of the proposed cover letter and petition ballot.

Large UG projects will require financing. If we use the assessment process to pay for undergrounding we can use special assessment bonds. Pursuing large scale UG projects over a number of years interjects complexity to financing. The complexity stems from the cost, the timing of the projects, the size and number of project areas and the use of the assessment methodology. This is not insurmountable, it just requires good planning. The Town may need to use short term debt, such as bank loans or lines of credit to fund the initial projects. Once the projects are completed, the Town could refinance the bank debt with special assessment bonds payable with the proceeds from the assessments charged to the property owners that benefit from the project. One benefit of larger projects is the financing allows for longer repayment terms than the Town can provide with its internal financing plan. Indeed, use of special assessment bonds can allow repayment over 30 years resulting in much lower annual assessments and spreading the cost over potentially several generations of property owners. The downside to

longer term bank and bond financing is that it comes with closing costs and requires arbitrage avoidance planning. Interest rates remain relatively low, but will not stay that way forever.

Current rates available for bank loans and special assessment bonds are shown in the following table:

Scenario	Term	Debt Type	Base Interest Rate[1]	Costs of Issuance[2]	All-In Interest Rate
1	10 - Year	Bank Loan	3.25%	0.25%	3.50%
2	15 - Year	Bank Loan	3.95%	0.25%	4.20%
3	20 - Year	Bank Loan	4.45%	0.25%	4.70%
4	10 - Year	Bonds	3.10%	0.35%	3.45%
5	15 - Year	Bonds	3.80%	0.35%	4.15%
6	20 - Year	Bonds	4.30%	0.35%	4.65%
7	25 - Year	Bonds	4.50%	0.35%	4.85%
8	30 - Year	Bonds	4.70%	0.35%	5.05%

1. Estimated rate (net of cost of issuance)
2. Cost of issuance shown as a %, based on a $10 million financing

Staff is prepared to work with our Financial Advisors at PFM to prepare a financing plan for these projects once the Town Council decides on the scope to be accomplished.

If the order of magnitude estimate of $85,368,397 were to hold true and the Town Council wished to pursue general obligation bonds (GO) in lieu of the special assessment bonds referenced above, which would require a townwide referendum, to give you some idea of the cost to a property owner in Town in the GO scenario it is estimated to cost $371 per $1 million of taxable value. See the table below. The all in rate used was 3.69%, which included closing costs and assumes a 30 year term.

General Obligation Bond Scenario

	Current Millage	Millage Impact
Cost of Program		85,368,397
Property Tax Revenue Needed		4,729,165
Millage Rate	3.4058	0.3709
Taxable Value	13,421,075,355	13,421,075,355
Taxes Generated		4,729,165
Taxes Per $1 million		371
Percentage Increase		10.9%

The down side to using GO is that it changes the cost allocation to one's property value instead of being based upon the direct benefits each property receives from the improvement as is the case when using the Town Council adopted UG assessment methodology.

Streetlights

We should take this opportunity to let you know that the subject of streetlights will come into play sooner or later. Some property owners will likely wish to add decorative streetlights while a UG project is underway. Project designers must know this as soon as possible. These costs will be extra as the Town's current policy in the Code of Ordinances is that the majority of property owners must approve of the same by petition to dovetail UG petition requirements. We were in the process of changing that to 67% of the property owners approving decorative streetlights by petition. An ordinance effectuating this change was deferred from a previous Town Council meeting and will appear for first reading on October 14.

Streetlights can be handled separately from the underground petition process. We can notify people within any approved project area early on in the process that, if they wish to have decorative streetlights installed, the Town requires a majority or 67% of the owners to affirmatively sign a Town prepared petition and that we must receive same by a time certain or it will not be done in conjunction with the current UG project. Alternatively, to keep things simple and move along with UG projects as fast as possible, the Town Council could place a moratorium on any new streetlight requests until all UG projects authorized are completed.

We have two pending streetlight projects funded with 2013 ACIP bond funds that are being held in abeyance pending Town Council direction relative to the FPL Hardening plans and any undergrounding decisions that you may make. Paul Brazil has two agenda items following this hardening/UG presentation that he wishes for the Town Council to consider. The first pertains to continued replacement of existing decorative streetlights that require full replacement due to age and condition. The second streetlight project is for placement of decorative streetlights from Sloan's Curve to Lake Worth Road which is also funded by the 2013 ACIP bond proceeds.

Conclusion

To summarize,

1) Increased reliability is highly desirable, but hardening provides desired reliability with an aesthetic impact in the opinion of many.
2) Hardening negatively impacts proposed neighborhood UG projects already on the books by making the cost to underground go up.
3) Undergrounding is a preferred alternative to hardening for increased reliability for many, but it is expensive.
4) Shall FPL be allowed to improve system reliability on the island via their hardening plans?
5) Shall the Town pursue undergrounding in lieu of hardening?

6) If the Town shall pursue undergrounding in lieu of hardening, shall undergrounding be done only in those areas impacted by FPL hardening plans or according to some other plan?
7) Shall the Town use the CM@Risk construction process to make the general contractor our design and construction partner in the process, with competitive price selection of subcontractors and a guaranteed maximum price?
8) Establishing UG project areas of 3 pole miles provides the 25% FPL GAF discount and the lowest possible price to residents. Shall this be a parameter for Town staff to pursue?
9) How shall the cost of UG be financed? General obligation bonds, bank loans or special assessment bonds?
10) If UG projects are to be paid by assessments shall 67% of the property owners within proposed project areas affirmatively approve the proposal as is done with neighborhood UG projects? The Town's process is not required by state law.
11) If a petition process is to be used, shall we shift to the mailed petition process to allow for it to be more efficient and require 67% of the respondents to affirmatively approve?
12) How shall the Town deal with streetlighting requests?

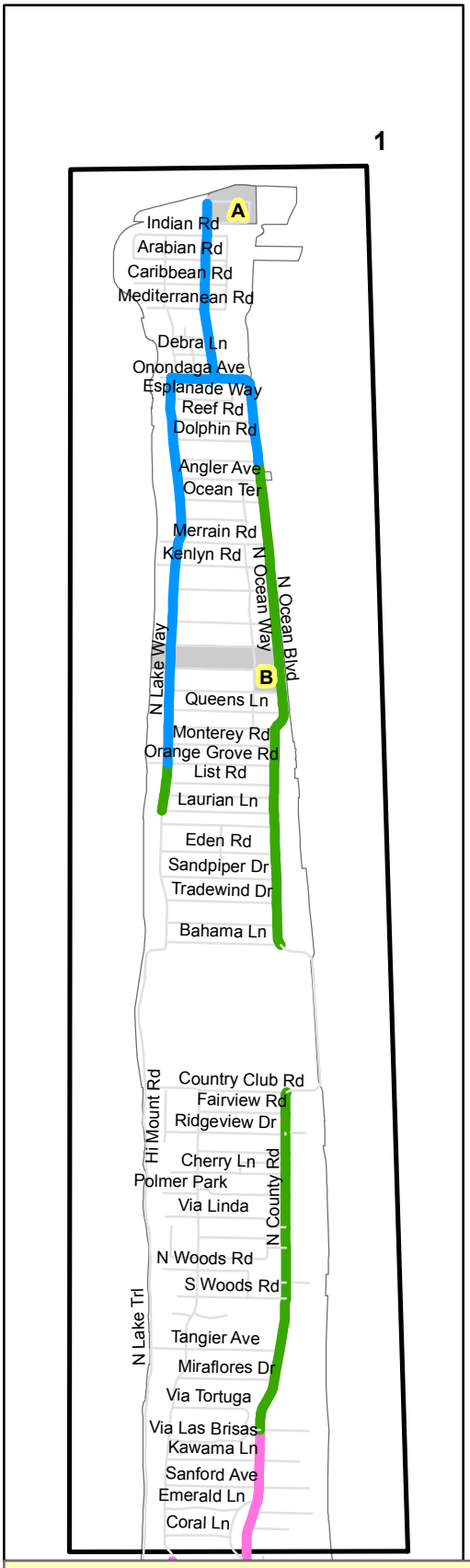
No final decisions need be made relative to hardening and undergrounding on October 14. You can consider this to be the first step in a thoughtful decision process. Staff stands ready to assist you in this decision making process in every way possible.

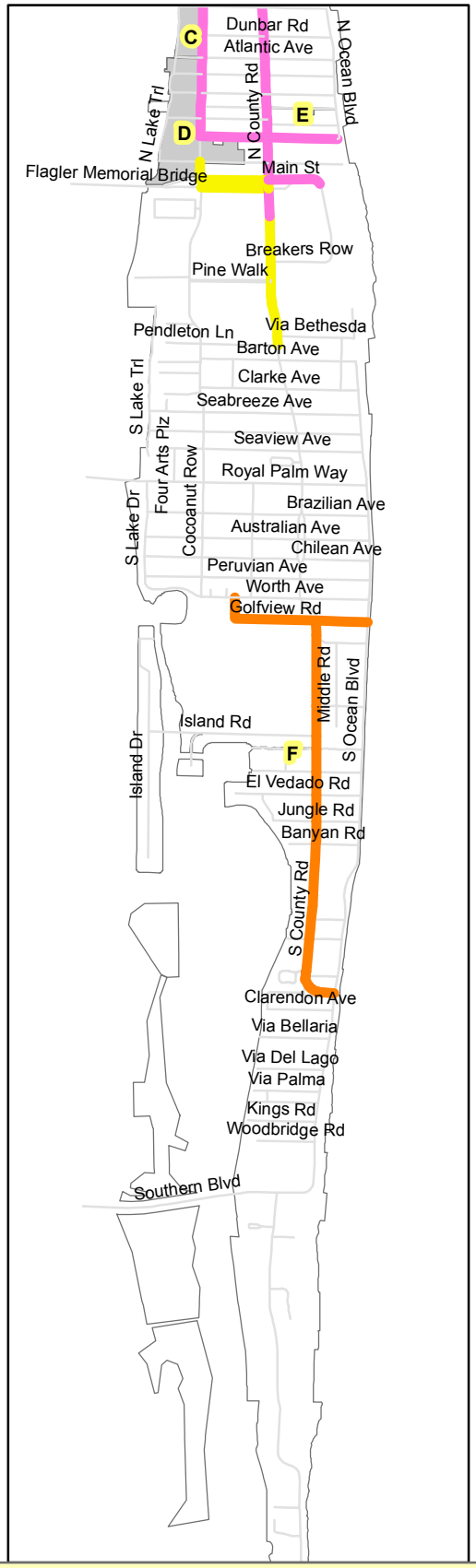
Numerous people helped me prepare different aspects of this report or provided information helpful to the process and I wish to acknowledge their help and publicly thank them for their time and efforts, as follows.

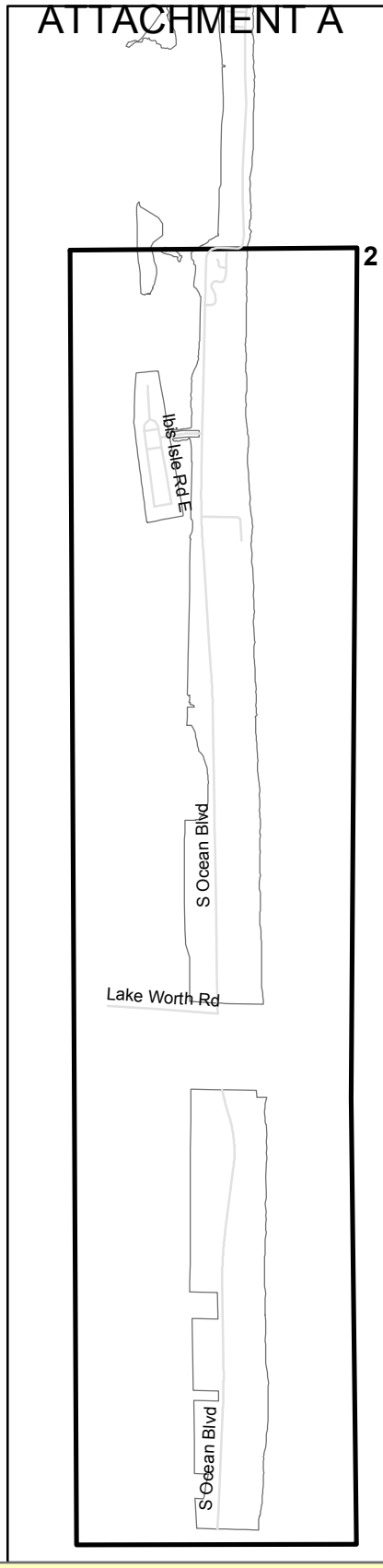
- H. Paul Brazil, Director of Public Works
- Jane Struder, Director of Finance
- Chuck Langley, Senior Projects Engineer
- Cory Cordero, GIS Specialist
- Susan Owens, Town Clerk
- Danny Brannon, P.E., Brannon and Gillespie
- Maziar Keshavarz, P.E., Keshavarz and Associates
- John Lehr, Project Manager for Distribution Underground, FPL

cc: H. Paul Brazil, Director of Public Works
Jane Struder, Director of Finance
William Francis, Town Engineer
Chuck Langley, Senior Projects Engineer
Susan Owens, Town Clerk
John C. Randolph, Town Attorney
Ethel Isaacs Williams, Regional Manager, External Affairs, FPL
John Lehr, Project Manager for Distribution Underground, FPL
Danny Brannon, P.E., Brannon and Gillespie
Maziar Keshavarz, P.E., Keshavarz and Associates

ATTACHMENT A







Town of Palm Beach

N

Legend

FPL HARDENING PROJECTS

- 2015 Skypass Improvements
- 2015 Northwood 332
- 2014 Terminal 2131
- 2015 Evernia 11862
- 2015 Belvedere 2533

UNDERGROUND PROJECTS

- A - East Inlet Drive
- B - Nightingale Trail / La Puerta Way
- C - Lake Towers
- D - Bradley Place
- E - Root Trail
- F - El Bravo Way

STAFF RECOMENDATION FOR UNDERGROUND

- 1 - North Inlet to Wells Rd
- 2 - Sloan's Curve to South Town Limits

Prepared for: October 1, 2014
Tom Bradford, Deputy Town Manager
Town of Palm Beach
Office: 561.227.5410
Email: tbradford@townofpalmbeach.com

ATTACHMENT B

Florida Power & Light Company, 2455 Port West Blvd., West Palm Beach, FL 33407-1298

FPL

TOWN OF PALM BEACH
JUN 27 2014
Town Manager's Office

June 27, 2014

Mr. Thomas G. Bradford
Deputy Town Manager
Town of Palm Beach
360 South County Road
P.O. Box 2029
Palm Beach, FL 33480

Re: Town of Palm Beach
Electric Facilities Conversion – Ballpark Estimate
Ballpark Cost Estimate – Various Locations throughout the Town
WR # 5580839

Dear Mr. Bradford:

FPL welcomes the opportunity to assist you in examining the feasibility of converting from overhead electric distribution facilities to an underground system at the following location:

Various Locations throughout the Town in Palm Beach, Florida.

As per your request, the non-binding "ballpark" estimate to complete this conversion for the entire Town is $35,000,000 (See Exhibit "A" & "B" for a Project/Cost breakdown). This estimate is provided strictly to assist you in preliminary decision making and it does not include the conversion of the existing streetlight system. It is not an offer from FPL to perform the requested conversion and should not be construed or used as such for detailed planning purposes. This represents an "order of magnitude" figure based on previous FPL experience and reflects the CIAC payment that the Town would ultimately need to make to FPL if the conversion were performed at this point in time. It is our experience that conversions in developed areas are the most complex and challenging types of construction. As such, this estimate likely will not precisely represent the Town's ultimate actual cost to convert, but can assist the Town in preliminary decision-making.

FPL estimates include only estimated charges to be paid by the Town to FPL. The costs of the following items are not included with the estimate and are the responsibility of the Town / residents. These potential costs should be included in future planning of the project:

- Site restoration (sod, landscaping, pavement, sidewalks, etc.)
- Rearrangement of customer electric service entrances (requires electrician) from overhead to underground. Also, additional customer expense if local inspecting authorities require customer wiring to be brought to current codes.
- Trenching/backfilling for service laterals.
- Removal and undergrounding of other utilities (e.g. telecom, CATV, etc.)
- Acquiring, describing, securing and recording of easements for underground facilities. In underground systems, major components formerly attached to poles must now occupy "at grade" appurtenances, e.g., ground level pad mounted transformers and switch cabinets.

Facilities of an underground distribution system will not be placed in road right-of-way, with the exception of cables required for crossings. (See special note below)

Note: Obtaining easements is typically the most difficult aspect of the conversion process; the time required to secure the easements may even exceed the 180 day binding estimate timeframe. FPL strongly suggests that all easements required for the conversion be described and secured prior to requesting the detailed cost estimate. Further, in some instances, the underground distribution system may be placed within the road right-of-way with the proper agreement.

In 2007, the Public Service Commission approved FPL's 25% Governmental Adjustment Factor (G.A.F.) waiver for local government sponsored projects. In order to be eligible for the G.A.F. waiver a project must meet a series of criteria (see Attachment). Based on the preliminary information you provided for the proposed conversion area, this request, i.e. the entire Town, would qualify for the G.A.F. waiver.

After reviewing the "ballpark" estimate, if you decide to move forward with the conversion project, you may request a detailed and "binding" estimate. Due to the complexity and time required to estimate such a conversion, a non-refundable engineering deposit is required prior to beginning the estimating process, as set forth in the Florida Administrative Code 25-6.115. For this conversion project the amount of the required engineering deposit is $258,522.00. If you decide to proceed with the work contained in the estimate, the amount of this deposit would be applied toward the estimated amount owed to FPL for the conversion. The work must commence within 180 days of the date the binding estimate is provided.

The request for the binding estimate must be in writing, and must describe in detail the facilities to be converted. Binding estimates are valid for 180 days, and would be subject to change in the event of a work scope change. Should actual FPL costs exceed the binding estimate amount, the customer may be responsible for those additional costs up to a maximum of 10% of the binding estimate amount. Payment of customer costs, easements (with opinion of title and recorded), agreements from other utilities/pole licensees, and execution of a Conversion Agreement would be required before commencement of construction.

If you have any questions or wish to consider a binding cost estimate, please call me at (561) 845-4624.

Sincerely,

John C. Lehr, Jr.
Project Manager, Dist. Underground
FPL

Attachments

cc: Mr. Peter Ewell – Town of Palm Beach
Mr. Bret Beck – FPL
Ms. Ethel Isaacs Williams – FPL
Mr. Erik Dillenkofer - FPL
Mr. John Lehr – FPL
Mr. Tom Allain – FPL

FPL

Exhibit "A"

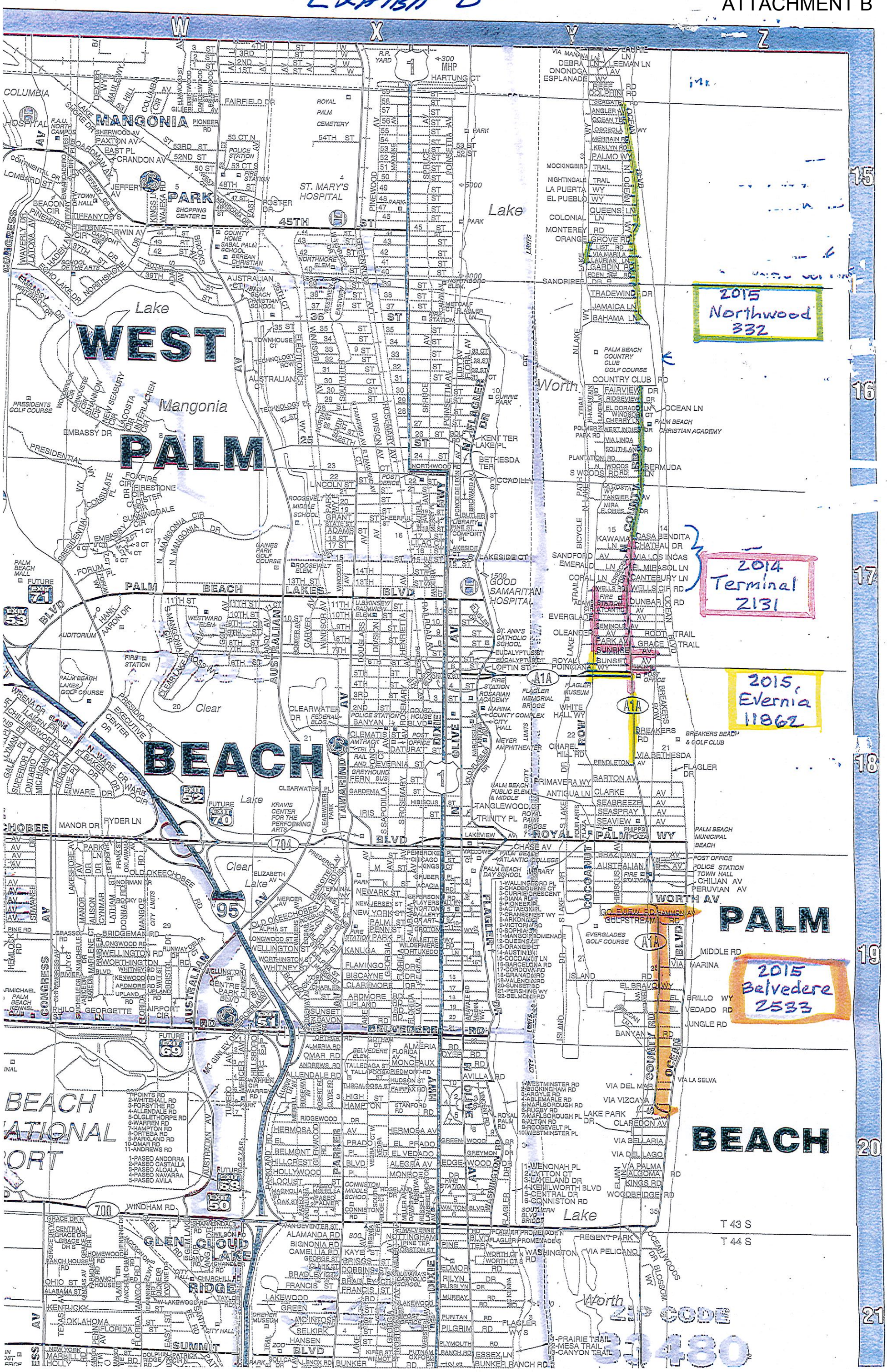
Town of Palm Beach

Project Segment	Ballpark Estimate	Non-refundable Engineering Deposit
Entire Town	$ 35,000,000	$ 258,522
Wells Rd. North to the Inlet - Beach to Intra	$ 10,600,000	$ 81,860
N. County (ROW) - Wells Rd. to Tangier Ave.	$ 460,000	$ 3,340
Wells Rd. South to Royal Poinciana Way - Beach to Intra	$ 3,400,000	$ 24,443
Royal Poinciana Way South to Barton Ave. - Beach to Intra	$ 1,400,000	$ 11,724
Sloan's Curve to Southern Town limits - Beach to Intra	$ 4,300,000	$ 31,044
Sloan's Curve to Lake Ave. - Beach to Intra	$ 2,500,000	$ 17,549
Lake Ave. To Southern Town Limits - Beach to Intra	$ 1,900,000	$ 13,495
Northwood - 40332 - 2015 (Green, Exhibit "B")	$ 2,800,000	$ 19,895
Terminal - 40213 - 2014 (Pink, Exhibit "B")	$ 1,800,000	$ 14,867
Evernia - 4011862 - 2015 (Yellow, Exhibit "B")	$ 739,000	$ 6,524
Belvedere - 402533 - 2015 (Orange, Exhibit "B")	$ 1,030,000	$ 6,740

ATTACHMENT B

EXHIBIT "B"

ATTACHMENT B



TOWN OF PALM BEACH

Office of the Town Clerk

MEMORANDUM

To: Thomas G. Bradford, Deputy Town Manager

From: Susan A. Owens, MPA, MMC, Town Clerk SAO

Date: June 27, 2014

Re: Undergrounding Balloting Options

In furtherance of our conversation regarding procedures for conducting a Town-wide ballot on utilities undergrounding, I am proposing the following:

- Each ballot, mailing envelope, and return envelope shall contain the property identification number of the property. When the ballots are returned, the number on the ballot and the return envelope must match in order to be counted. This will help to ensure that only one ballot per parcel is counted.

- Each ballot will be embossed with the Town Seal to ensure the integrity of the ballot.

- The Town shall determine beforehand if postmarks will be allowed. As a point of reference, Florida Election Law generally does not accept postmarks for absentee ballots.

- For those properties that are owned by corporations, trusts, etc., the Town Attorney shall prepare an appropriate affidavit stating that the signatory is an authorized individual to vote on behalf of the property owner. Said affidavit must be included with the ballot, or the ballot will not be counted.

- The Town shall establish a three-person Canvassing Board to open and tabulate the ballots, determine voter intent, and review questionable ballots.

If you would like to discuss any of these options in further detail, please do not hesitate to contact me.

Post Office Box 2029 • 360 South County Road • Palm Beach, Florida 33480
Telephone: (561) 838-5416 • Facsimile (561) 838-5417
E-Mail: townclerk@townofpalmbeach.com • Website: www.townofpalmbeach.com

TOWN OF PALM BEACH

Town Manager's Office

November 1, 2014

John and Jane Doe
123 Mail Street
Palm Beach, FL 33480

Re: Underground Utilities Special Non-Ad Valorem Assessment Project; Petition

Dear Mr. and Mrs. Doe:

The Town Council of the Town of Palm Beach, working in conjunction with the local public utilities serving Palm Beach, has concluded that it would be beneficial for the Town and its residents, if the Town were to take the necessary steps to convert all overhead utility lines and facilities to underground service. The benefits are primarily related to aesthetics, safety and reliability of the primary public utility facilities serving properties in Palm Beach. In addition, by attempting to convert large areas of Town economies of scale are realized and FPL provides a 25% discount if the work is undertaken by local governments and three miles of lines are converted. Therefore, savings are possible if we work together to systematically convert the entire Town to underground service. Another factor considered is FPL's desire to "harden" some facilities as part of their on-going Storm Secure plan to improve their system's ability to withstand wind storms. This entails installing taller more substantive concrete poles over large areas of Town that many believe will further exacerbate aesthetic concerns with overhead facilities. In addition, hardened facilities will increase the cost of converting to underground service as they will not be fully depreciated assets as is much of the existing utility grid in Palm Beach.

Now is the time to act if property owners wish to do so. Underground utility projects are paid for by using special non-ad valorem assessments that are placed on one's property tax bill. Town policy requires that 67% of the property owners to be assessed approve of the proposed assessment program. Due to the large area being assessed 67% of the returned petitions will need to affirmatively approve of the assessment for a project to go forward.

Please go to the following link to learn more about the underground conversion process:

https://townofpalmbeach.com/index.aspx?clientId=11397

A petition specific to your property is attached. Please review it and return it to the Town at your earliest convenience, but by no later than Friday, November 28, 2014. Petitions received after this date will not be counted.

Sincerely,

Mayor and Town Council
Town of Palm Beach

Post Office Box 2029 ■ 360 South County Road ■ Palm Beach, Florida 33480
Telephone (561) 838-5410 ■ Facsimile (561) 838-5411 ■ townmanager@townofpalmbeach.com

TOWN OF PALM BEACH
Petition for Underground Utility Service

November 1, 2014 PCN: 50-43-44-11-02-000-0080

Description of Location of Proposed Underground Utility Conversion Project_____
_____
_____
_____

For additional information on the processes involved in Town underground utility conversion projects, the associated special non-ad valorem assessment process and financing go to the following link on the internet:

https://townofpalmbeach.com/index.aspx?clientId=11397

Property Proposed for Inclusion in the above described Underground Utility Conversion Project

Street Address	PCN	Owner ID	Print Owner Name	Owner Signature	Check Below to Approve	Check Below to Disapprove
123 Main Street	50434411020000080	Doe	John Doe	John Doe	X	X

CONDITIONS & PROCEDURES:

- Not less than 67% of all responding property owners must approve the utility conversion project as evidenced by signing and indicating approval on this mail-in petition. Town staff or utility personnel shall be the initial determiner of those properties affected and/or benefitting, subject to final approval by the Town Council.
- Underground utility lines and facilities will only be installed pursuant to industry and/or Town standards.
- Only one signature of applicable property owners of record at the listed address is required. Only one preference per property will be counted. Any indication of a split preference will be counted as an approval.
- *State signature requirements for Trust and LLC owners here.*
- Return to: Town of Palm Beach
  Petition Processing
  Town Clerk's Office
  P.O. Box 2029
  Palm Beach, FL 33480
- Return by: November 28, 2014

Place embossed Town Seal here for petition authenticity.

DRAFT

TOWN OF PALM BEACH

Information for Town Council Meeting on: October 14, 2014

TO: Mayor and Town Council

VIA: Peter B. Elwell, Town Manager

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

RE: Street Lighting
Accelerated Capital Improvement Program Phase 2

Resolution No. 162-2014 Design and Bid Phase Services Town-Wide Street Light Replacements –Phase 2

Resolution No. 163-2014 Design and Bid Phase Services for South Ocean Boulevard from Sloan's Curve to Lake Avenue Street Light Upgrade

DATE: October 6, 2014

STAFF RECOMMENDATION

Staff recommends that Town Council approve Resolution No. 162-2014 approving a purchase order for Engineering Design and Bid Phase Services for Town-wide Street Light Replacements – Phase 2, in an amount of $109,030 to Mock Roos and Associates, Inc., and establishing an engineering design and bid phase services budget of $122,000.

If Town council wishes to proceed with Street Lighting Upgrades on South Ocean Boulevard (A1A) from Sloan's Curve to Lake Avenue, then staff recommends that Town Council approve Resolution No. 163-2014 approving a purchase order for design and bid phase services to Erdman Anthony of Florida, Inc., in the amount of $180,310 and establishing a design and bid phase budget of $197,500.

GENERAL INFORMATION

Town-Wide Street Light Replacements – Phase 2

In ACIP Phase 2 is a continuation of the Town's street light replacement program, updating the Town's aging street lights to minimize maintenance related issues throughout the Town's street lighting system. Prior to ACIP Phase 1, the Public Works Electrical Bureau had maintained, stocked materials, and repaired 13 different types of lights within the Town limits. At the end of Phase 1, that number was reduced to 7 different pole types. Staff anticipates the number of different types of poles to be reduced further after this project in ACIP Phase 2 has been completed.

At the February 2012 Public Works Committee Meeting, staff confirmed the standardization and types of street light poles in the Historic District, Residential, Commercial, Oceanfront, and Lakefront areas. At the March 14, 2012 Town Council meeting, Town Council approved the Public Works Committee standardization recommendations.

The existing lights to be replaced in the Town-wide street light replacement project are no longer manufactured, resulting in creative modifications or having to scavenge through Public Work's stockpiles of fixtures that have fallen into disrepair.

Another advantage of standardizing the street lights is the ability to interchange fixtures within the Town. The ornamental aluminum historic replica poles, in the proposed Street Lighting Replacement program could be outfitted with either the globe tops or arm fixtures. This interchangeability with the proposed poles allows Public Works to maintain a smaller stockpile of replacement materials.

We have negotiated an Engineering Design and Bid Phase Service contract with Mock Roos & Associates, Inc., in the amount of $109,030. Staff recommends a Design and Bid Phase Service contingency of approximately 10%, resulting in a total budget of $122,000.

Please note that this project will not be impacted by the decisions made concerning potential undergrounding of overhead utility lines. Please also note that this work should proceed as soon as possible due to the advanced state of deterioration of some of the pols that are scheduled to be replaced.

Street Lighting Upgrades – South Ocean Boulevard from Sloan's Curve to Lake Avenue

From Sloan's Curve south to the Town's limits, FPL has main feeder lines mounted on large prestressed concrete poles. These FPL pole mounted feeder lines are located on the west side of South Ocean Boulevard from Sloan's Curve south to 2730 South Ocean Boulevard, where they cross overhead to the east side of South Ocean Boulevard and then continue south to the Town limits. The existing street lights are standard FPL Cobra Heads that were installed in the past decade and are not at the end of their useful life. They are mounted to the large main line prestressed concrete power poles on the west side of South Ocean Boulevard from Sloan's Curve down to 2730 South Ocean Boulevard. Although the main feeder lines cross over to the east side of the road at 2730 South Ocean Boulevard, the street lights continue south to Lake Avenue on the west side of the road and are mounted to standard FDOT and FPL concrete light poles.

The street lighting upgrades project on South Ocean Boulevard from Sloan's Curve to Lake Avenue was recommended by the Public Works Committee on February 26, 2013, and approved by the Town Council to be included on the list of projects for the Phase 2 of the Accelerated Capital Improvement Program.

At the May 14, 2014 Town Council meeting, Council started the discussion on the topic of the Street Lighting Upgrades on South Ocean Boulevard from Sloan's Curve to Lake Avenue, but chose to carry the item over to the June Town Council for further discussions.

At the June Town Council meeting, staff recommended the street light improvements from Sloan's Curve to Lake Avenue, be deferred and heard by Town Council when FPL presents their proposed hardening program, which involves potential undergrounding included within these limits.

As part of a Joint Project Agreement "JPA" with FDOT, the Town installed FDOT approved 30' decorative light poles with arms south of Lake Avenue to the Town's southern limits in the summer of 2009. In order to maintain aesthetic continuity along South Ocean Boulevard and within Town limits, staff recommends that any streetlight upgrade project from Sloan's Curve to Lake Avenue include installation of the same pole and fixture. See Attachment "A".

We have negotiated a design and bid phase services contract for the Street Lighting Upgrades on South Ocean Boulevard with Erdman Anthony of Florida in the amount of $180,310. Staff also recommends a contingency of approximately 10% resulting in a total estimated project design and bid phase budget of $197,500.

Please note that this project may be impacted by the decisions made concerning potential undergrounding of overhead utility lines.

FUNDING/FISCAL IMPACT

Town-Wide Street Light Replace Project – Phase 2

Funding for this project is fully contained within the Town's Accelerated Capital Improvement Program, Phase 2 in the amount of $122,000.

Street Lighting Upgrades – South Ocean Boulevard from Sloan's Curve to Lake Avenue

Funding for the Street Lighting Upgrades on South Ocean Boulevard from Sloan's Curve to 2730 South Ocean Boulevard design and bid phase is fully contained within the Accelerated Capital Improvement Program Phase 2 in the amount of $197,500. The total estimated cost of this project is $2.5 million.

PURCHASING REVIEW

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

TOWN ATTORNEY REVIEW

These resolutions have 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
Michael Roach, P.E., Project Engineer
Adis Pedraza, Purchasing Manager

RESOLUTION NO. 162-2014

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING A PURCHASE ORDER FOR ENGINEERING DESIGN AND BID PHASE SERVICES FOR TOWN-WIDE STREET LIGHT REPLACEMENTS – PHASE 2 IN THE AMOUNT OF $109,030 TO MOCK ROOS & ASSOCIATES, INC., AND ESTABLISHING AN ENGINEERING DESIGN AND BID PHASE SERVICES BUDGET OF $122,000.

* * * * *

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 Engineering Design and Bid Phase Services for Town-wide Street Light Replacements in the amount of $109,030 to Mock Roos & Associates, Inc., and establishes an engineering design and bid phase services budget of $122,000.

Section 2. The Town Manager is hereby authorized and directed to approve 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 work, including any necessary change order work as recommended by the Public Works Director.

PASSED AND ADOPTED in a regular adjourned session of Town Council of the Town of Palm Beach this 14th day of October 2014.

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

MOCK • ROOS
ENGINEERS • SURVEYORS • PLANNERS

August 26, 2014

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

Ref. No.: B4029.00
Subject: Street Light Replacement Design and Bid Phase Services

Dear Mike:

We are submitting the attached *Proposal To Provide Services for the Street Light Replacement Design and Bid Phase Services*. 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 $109,030.

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

Sincerely,

MOCK, ROOS & ASSOCIATES, INC.

Garry G. Gruber, P.E.
Vice President

GGG:jeh
Enclosure
Copies: Bookkeeping

mk\b4029.00\hr01ggjh.docx

Mock, Roos & Associates, Inc.
5720 Corporate Way, West Palm Beach, Florida 33407-2066, (561) 683-3113, fax 478-7248

Proposal To Provide Services
For the Street Light Replacement Design and Bid Phase Services

Services to be provided by: Mock•Roos

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

Proposal Date: August 26, 2014

Proposal Terms

A. Scope of Services:

Task 1 – Evaluation of Existing Conditions

1. Develop a project specific Project Management Plan for the project.

2. Perform site visits with the Town to evaluate each pole (total of 215 poles) and obtain the following information:

   - Document pole location with hand held GPS
   - Document pole condition with photo
   - Verify locations for new poles
   - Verify pole voltage and limits of lighting circuit
   - Locate Night Master(s) for each circuit, determine if they will be relocated
   - Observe connection from FPL to Night Masters
   - Note adjacent existing utilities that are marked
   - Note existing obstructions (fence, tree overhangs, etc...)
   - Probe to determine approximate base depth and width (*contractor will be required to verify and submit signed and sealed calculations for wind loads)

3. Coordinate with light manufacturers to discuss site specific recommendations for pole lighting and modification/connections to existing poles and bases.

4. Coordinate with Town staff to verify existing voltage, additional loads for new poles, conduit sizing, wire sizing, and relocation of night masters.

5. Prepare a draft Preliminary Design Letter Report based on the results of the site visits.

6. Incorporate comments and provide 2 hard copies and an electronic copy of the Preliminary Design Letter Report. Town to determine final scope of work to be included in the contract document package at this stage of the authorization.

7. Attend up to two additional meetings with Town staff to discuss preliminary design issues.

Task 2 – Design Phase Services

1. Prepare and submit a 60% contract documents package to the Town for review. Meet with the Town and incorporate comments.

2. Prepare and submit a 90% contract documents package to the Town for review. Meet with the Town and incorporate comments.

3. Provide a 100% contract document package to the Town for bidding purposes. Bid Package will be prepared so that the project can be bid based on similar modifications or replacement based on location and shall include:

    - Construction Drawings
    - Technical Specifications
    - Schedule of Bid Items
    - Engineer's Opinion of Probable Construction Cost

4. Perform bid phase services including (Bid Phase services based on one Bid):

    - Attend a pre-bid meeting at the Town
    - Respond to contractor's questions and assist the Town to develop an addendum
    - Assist the Town in the evaluation of the bidders
    - Assist in contacting low bidder references, if requested
    - Provide a written recommendation of contractor award

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 $109,030.

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 90 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: 8/26/14

Name: Garry G. Gruber, P.E.

Title: Vice President

Date: August 26, 2014

mk\b4029.00\hr01ggjh.docx

RESOLUTION NO. 163-2014

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 ERDMAN ANTHONY OF FLORIDA, INC., IN AN AMOUNT OF $180,310 FOR THE STREET LIGHTING UPGRADES ON SOUTH OCEAN BOULEVARD FROM SLOAN'S CURVE TO LAKE AVENUE, AND ESTABLISHING A DESIGN AND BID PHASE BUDGET OF $197,500.

* * * * *

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

Section 1. The Town Council of the Town of Palm Beach hereby approves a purchase order for Erdman Anthony of Florida, Inc., in an amount of $180,310 for Design and Bid Phase Engineering Services for the Street Lighting Upgrade Project on South Ocean Boulevard from Sloan's Curve to Lake Avenue project, and establishes a design and bid phase budget of $197,500.

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 Town Council of the Town of Palm Beach this 14th day of October 2014.

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

ERDMAN ANTHONY

April 23, 2014

Mr. Mike Roach, PE
Town of Palm Beach
Public Works Department
951 Old Okeechobee Road
West Palm Beach, Florida 33401

Re: Assignment #2
Ocean Blvd. from Lake Ave to Sloan's Curve
Lighting and electrical

Dear Mr. Roach:

Based on our discussion, we understand that the Town of Palm Beach (Town) wants to install decorative street lighting and convert the existing overhead utilities to underground along Ocean Blvd. Erdman Anthony is pleased to present this proposal for professional services regarding the preparation of construction documents and construction phase services for the project. The services to be provided under this agreement are as follows:

Task 1 – Evaluate Undergrounding Utilities

Task 1 A – Coordination and field reviews

Perform one field review to review the entire corridor. Attend up to 2 meetings and participate in up to 12 phone conferences with FPL, AT&T and Comcast regarding the design and cost of moving the utilities from overhead to underground. These coordination efforts include obtaining from the utility companies their design requirements, their fees, and their schedules.

Task 1 B – Preliminary design

Prepare a conceptual design for the proposed undergrounding effort as needed for the engineer and utility companies to develop cost estimates. Prepare preliminary design to estimate the general location, size, quantity, and number of conduits and duct banks will be redlined for our use in developing a reasonable quantity take off and cost estimate. These features will need final design at a later date when, and if, authorized by the Town.

Task 1 C – Cost estimate

Prepare an engineer's estimate of the probable costs for the undergrounding effort. The cost estimate will include the engineer's estimate of the Town's construction effort plus the utility companies' fees.

Task 1 D – Engineering proposal

Prepare a scope and fee to design the final design effort and preparation of the final plans to undergrounding effort.

Deliverables: preliminary design memorandum with a summary of probable costs for the construction costs and the design fees to be used for budgeting purposes.

Task 2 – Survey

Task 2A –Survey

Once the preliminary design for the street lighting has been completed, the Erdman Anthony surveyors, together with their subsurface utility locate subconsultant, George F Young, will gather survey data as needed and as directed by the design team. The data to be gathered will focus on the areas of interest where lighting improvements are proposed so that a set of construction plans can be prepared that will provide good information to the contractors bidding the lighting project. The data to be collected will include items such as:

1. Gather planimetric data to include the location of visible improvements and utilities including power poles or overhead electric lines that connect to the project area.
2. Locate trees 6 inches or larger measured at breast height and the outer limits of landscaped areas, landscape rocks/boulders.

3. Gather the horizontal location of sub-surface designation of underground utilities as painted on the surface by the SUE subconsultant.
4. Topographic data to include a digital terrain model suitable to provide 1/2 foot contours of the project area.

A budgeted amount for surveying has been included in this proposal and the actual effort will be determined once the preliminary design is complete and the engineers have sufficient information to direct the surveyors efforts. This effort will be billed on an hourly basis at the contract rates which are as follows:

Principal Surveyor	$175/Hour
Professional Surveyor (PSM)	$120/Hour
Senior Survey Technician	$ 95/Hour
Survey Technician	$ 80/Hour
Survey Crew (1 person robotic/RTK)	$120/Hour
Survey Crew (2 person)	$120/Hour
Survey Crew (3 person)	$160/Hour
Survey Crew (4 person)	$195/Hour

Subsurface Utility Engineering (SUE)
Subsurface utility locates will be performed by our subconsultant, George F Young. Their efforts will also be directed by the design team to focus on areas of interest where lighting improvements are proposed. The data to be collected will include the following:

1. Task 2B – Designates to include sub-surface designation of underground utilities that will result in paint marks over the approximate location of the existing underground utilities. These locations will be surveyed in task 2A.
2. Task 2C – SUE to include Soft-Digs to verify horizontal and vertical locations (VVH's) of the underground utilities at locations directed by the engineer. These locations will be surveyed in task 2A.

The data will be provided in CADD form to the design team for use in preparing the base maps. Therefore, a signed and sealed survey will not be prepared.

Deliverable will be one (1) AutoCAD file in plan view of the survey described above.

Task 3 – Street light plans

Task 3 A – Coordination and field reviews
Perform one field review during the final design effort to review the areas of particular interest. Attend up to 6 meetings and participate in up to 24 phone conferences with the Town, FPL, FDOT or FDEP regarding the project and permits. These coordination efforts include obtaining from the utility companies their record plans.

Task 3 B – Lighting Analysis and Report
The CONSULTANT shall prepare a lighting design resulting in a photometric lighting analysis for the roadway based on the typical section for the road. The analysis will use GE Aladan program and will be based on the light and pole provided by the Town. The analysis will result in the desired spacing for the proposed lights and the proposed locations for the lights. The analysis shall be prepared for two typical section of the roadway one two lane section and one three lane section. The design shall be based on the following Lighting Design Criteria which is from the SR A1A lighting plans south of Lake Avenue:

Lamp: 250 watt HPS Holophane Esplanade with house side shield
Pole: Sun Valley 30' aluminum pole as provided by the Town
Bracket arm: Sun Valley 6' long x 4' tall arm as provided by the Town
Wind speed: 150 mph
Uniformity ratio: 4 average to 1 minimum and 10 maximum to 1 minimum
Average initial illumination: 1 fc minimum
Design speed: 35 mph

ERDMAN ANTHONY

Task 3 C – Electrical design and plans for street lights
The CONSULTANT shall prepare voltage drop calculations showing the equation or equations used along with the number of luminaries per circuit, the length of circuit, the size conductor or conductors used and their ohm resistance values. The voltage drop incurred on each circuit (total volts and percentage of drop) shall be calculated, and all work necessary to calculate the voltage drop values for each circuit should be presented in such a manner as to be duplicated by the Town. Load analysis calculations shall be submitted for each branch circuit breaker and main breaker. The CONSULTANT will prepare service point details and a plan of the proposed circuits (conduits and wiring) to provide energy to the lights.

Task 3 D – Structural
The CONSULTANT shall prepare foundation designs for the proposed lights. The following designs will be prepared:

1. Standard installation with a cylindrical shaped foundation.
2. Spread footer installation for use over existing utilities with an 18"-24" thick rectangular slab shaped foundation.
3. Water installation with a cylindrical shaped foundation to be installed in the area where the roadway is close to the intracoastal water way and the poles are expected to be in or near the water.

The geotechnical data needed for the structural design will be gathered by Dunkelberger Engineering & Testing in accordance with their proposal.

Task 3 E – Lighting Plans
The CONSULTANT shall prepare street light plans to include the following sheets:

Sheet L-1	Cover sheet
Sheet L-2	General notes
Sheets L-3 through L-5	Tabulation of Quantities
Sheet L-6 through L-7	Pole data sheet
Sheet L-8	Legend
Sheet L-9 through L-30	Lighting plans
Sheet L-31	Service point details
Sheets L-32 and L-33	Foundation details
Sheet L-34	Restoration details (sidewalk, pavement, landscaping)

The plan sheets shall be prepared on Palm Beach County property appraiser aerial photographs at 1"=40' scale on 11"x17" sheets generally (but not strictly) following the Florida Department of Transportation plans preparation guidelines. The existing surface features and improvements such as pavement, sidewalks, and vegetation will be evident in the aerial photograph. The existing underground improvements such as existing utilities will be based on the previous plans provided by the Town. Typical sections for the conduit installation and details for the conduit and pole installation will be provided. Typical sections and details for the profile for the conduit will be provided. These plans will be supplemented with any survey data collected in Task 2. It is assumed that no written technical specifications will be prepared and that only FDOT standard specifications or details on the plans will be used.

Task 3 F – Permits
The CONSULTANT will prepare a utility permit application for submittal to the Florida Department of Transportation (FDOT). The CONSULTANT will prepare a permit application for submittal to the Florida Department of Environmental Protection (FDEP) for up to 8 poles that are expected to fall within the intracoastal water way banks. The CONSULTANT will respond to up to two Requests for Information from the each agency.

Task 3 G – Cost estimate
The CONSULTANT will prepare a quantity take off and an engineer's estimate of probable costs for the construction effort.

Task 3 H – Bid Phase services
The CONSULTANT will assist the Town in the bid phase services in the following items:

1. The Town will prepare the construction contract and bid documents. The CONSULTANT will provide to the Town pdf versions of the construction plans for use in the Town's bid package. The Town will advertise the contract and publish the bid package on their website or a service such as DemandStar. The Town will maintain the plan holder's list.
2. The CONSULATANT will attend a pre bid meeting with the Town that includes a meeting with the prospective bidders in the Town offices and a field review meeting to review the project.
3. The CONSULANT will assist the Town in responding to up to 10 Requests for Information from bidder.
4. The CONSULTANT will assist the Town in preparing up to 2 Addenda during the bid phase.
5. The CONSULTANT will review the bids received and assist the Town in evaluating the bids and unit prices with respect to comparison to the engineer's estimate, calling up to three references for up to three bidders, and preparation of a memo to the Town summarizing our findings and recommendation regarding the award.

Assumptions:

- No lighting justification report will be done.
- No temporary lighting will be designed.
- No easements will be obtained, all work shall be within the right of way limits.
- No written technical specifications will be prepared, the FDOT standard specifications will be referenced.
- No Traffic Control Plans will be prepared.
- The Town will pay for any permit application fees.
- One typical section will be applicable for the entire project length.
- No community involvement is included. Any coordination with the public shall be performed by the Town.
- The standard of care for the Consultant's performance shall not exceed the professional standard of care.
- The Total Allocated Funds for this project are not defined and therefore the Consultant does not have any duties related to them.

Fee

Task	Description	Erdman Anthony	Smith Engineering	Dunkelberger Engineering & Testing	George F Young	Total
1	Evaluation of Undergrounding Effort	$6,425.00	$17,640.00			$24,065.00
2	Survey (budgeted amount)	$25,000.00			$33,760.00	$58,760.00
3	Street Light Design and Plans	$93,100.00	$22,450.00	$6,000.00		$121,550.00
	Total	$124,525.00	$40,090.00	$6,000.00	$33,760.00	$204,375.00

The fee will be billed monthly at the hourly rates established in the Professional Services Agreement ("Master Agreement") dated 2013 and these Total Maximum Fees will not be exceeded without your prior written approval. We will keep you advised about the status of the budgeted amounts on each monthly invoice and alert you to any items approaching the budget limit.

Schedule

As shown on the Attached Project Schedule, work will begin upon receipt of a signed agreement with the Town. Please note that some of the effort, particularly gathering the permitting, is outside our control. Therefore, we will keep the Town advised as to the progress and any concerns.

ERDMAN ANTHONY

Please have an authorized representative sign this proposal in the space provided, and this proposal as an assignment under the "Master Agreement" shall become an executed Contract between us. Receipt of an original signed copy of this Contract shall constitute Erdman Anthony's Authorization to Proceed with the work.

Thank you for the opportunity to work with you on this assignment.

Sincerely,

Dana Gillette

Dana I. Gillette, PE, PSM
Principal Associate
ERDMAN ANTHONY

Accepted for _____ by:

SIGNATURE: _____

NAME (PRINTED): _____

TITLE: _____

DATE: _____

Enclosures: Fee worksheets
Schedule worksheet
Geotechnical proposal
SUE proposal

K: Business-Development Proposals Palm Beach, town of\1-2013 ocean ave lighting and elec roach 042314.docx
© 2014 Erdman Anthony

ERDMAN ANTHONY

PROJECT WORK SCHEDULE

Task	Description	Task Duration (weeks)	Estimated Start Date	Estimated Completion Date
	Notice to Proceed			**5/15/2014**
1A	Coordination	6	5/15/2014	6/26/2014
1B	Preliminary design for undergrounding	6	5/29/2014	7/10/2014
1C	Cost estimate	2	7/10/2014	7/24/2014
1D	Final design proposal	0	7/24/2014	7/24/2014
2	Survey (budgeted amount)	12		3/24/1900
3A	Coordination	4	5/15/2014	6/12/2014
3B	Lighting Analysis and Report	6	6/12/2014	7/24/2014
3C	Electrical design	4	7/24/2014	8/21/2014
3D	Structrual Design	4	6/12/2014	7/10/2014
3E	Lighting Plans	12	6/12/2014	9/4/2014
3F	Permits	20	7/24/2014	12/11/2014
3G	Cost Estimate	3	9/4/2014	9/25/2014
3H	Bid Phase Services	16	12/11/2014	4/2/2015

FEE

Task	Description	Erdman Anthony	Smith Engineering	Dunkelberger Engineering & Testing	George F Young	Total
1	**Evaluation of Undergrounding Effort**					
1A	Coordination	$2,925.00	$4,600.00			$7,525.00
1B	Preliminary design for undergrounding	$2,100.00	$9,090.00			$11,190.00
1C	Cost estimate	$1,050.00	$3,600.00			$4,650.00
1D	Final design proposal	$350.00	$350.00			$700.00
	Subtotal	$6,425.00	$17,640.00			$24,065.00
2	**Survey (budgeted amount)**					
2A	Survey budget amount	$15,000.00				$15,000.00
2B	Utility Designates	$5,000.00			$18,260.00	$23,260.00
2C	Subsurface Utility Engineering (SUE)	$5,000.00			$15,500.00	$20,500.00
	Subtotal	$25,000.00			$33,760.00	$58,760.00
3	**Street Light Design and Plans**					
3A	Coordination	$11,400.00	$2,100.00			$13,500.00
3B	Lighting Analysis and Report	$13,500.00	$0.00			$13,500.00
3C	Electrical design	$0.00	$10,000.00			$10,000.00
3D	Structrual Design	$6,300.00	$0.00	$6,000.00		$12,300.00
3E	Lighting Plans	$38,600.00	$3,400.00			$42,000.00
3F	Permits	$15,800.00	$1,700.00			$17,500.00
3G	Cost Estimate	$1,700.00	$1,100.00			$2,800.00
3H	Bid Phase Services	$5,800.00	$4,150.00			$9,950.00
	Subtotal	$93,100.00	$22,450.00	$6,000.00		$121,550.00
	Total	$124,525.00	$40,090.00	$6,000.00	$33,760.00	$204,375.00

DUNKELBERGER
engineering & testing, inc.
A Terracon COMPANY

April 18, 2014

Erdman Anthony
1402 Royal Palm Beach Blvd, Suite 500
Royal Palm Beach, Florida 33411

Attn: Dana Gillette, P.E., P.S.M.
Phone: 561 753 9723
Email: GilletteD@erdmananthony.com

Re: Proposal for Geotechnical Engineering Services
Ocean Boulevard Lighting Project
Lake Avenue to Sloan's Curve
Town of Palm Beach, Florida
Proposal No. PHD140136

Dear Ms. Gillette:

Dunkelberger Engineering & Testing, Inc. A Terracon Company (DUNKELBERGER) appreciates the opportunity to submit this scope and fee proposal related to the above-referenced project. We understand that Erdman Anthony (Erdman) will provide design phase engineering services for this project to the Town of Palm Beach. This letter provides our understanding of the project issues, outlines our proposed work scope for evaluation of those issues and provides a schedule for completion. Compensation for our services is also described herein.

1.0 PROJECT INFORMATION

We understand that the Town of Palm Beach wishes to install decorative light poles along the west side of Ocean Boulevard from Lake Avenue to Sloan's Curve, a distance of approximately 2 miles. Foundations for the lighting will likely consist of either spread footing foundations or some form of deep (i.e. pile) foundation. The purpose of our work will be to determine the nature and consistency of the existing subsurface components and to provide geotechnical engineering design criteria for the foundations.

2.0 SCOPE OF SERVICES

2.1. Geotechnical Services

Our work will include the following services.

1. **Right-of-Way Use Permit** – Submit for and obtain a Right of Way Use permit from the Town of Palm Beach, Florida.

2. **Mark Test Boring Locations/Utility Clearance** – Visit the project site and mark the test boring locations. The Sunshine Utility Network will be contacted for clearance of underground utilities.
3. **Maintenance of Traffic** – Establish maintenance of traffic so that the work may be completed in a safely, and in a manner that limits impacts to local traffic.
4. **Exploration of Subsurface Conditions** – Five Standard Penetration Test (SPT) borings will be drilled in accordance with procedures and nomenclature described in ASTM D 1586. The borings will be drilled to 25 feet deep. Samples will be obtained at frequent vertical intervals, and the boreholes will be filled with neat cement grout upon their completion. Owing to the presence of overhead utilities existing along the west side of Ocean Boulevard, the boring will necessitate drilling without the drilling rig mast in its normal vertical position.
5. **Laboratory Evaluation** - The recovered soils and materials will be classified in accordance with the Unified Soil Classification System (ASTM D 2487) and appropriate geological terminology.
6. **Geotechnical Engineering Report** – We will prepare and submit an engineering report that presents the results of the borings and provides geotechnical engineering design criteria for the foundations for the proposed lighting. The report will include a drawing showing the boring locations, the subsurface profiles for the borings, and the report will be signed and sealed by a Florida registered professional engineer. Four report copies will be provided.

2.2 Safety - IIF

At DUNKELBERGER, we all have a personal and uncompromising commitment to everyone going home safely each and every day. Incident and Injury-Free (*IIF*) is about care and concern for people. It is our personal and organizational commitment at all levels of the company and is where safety is held as a core value as well as an operational priority. Working safely is an inseparable part of working correctly, just as much as other operational priorities, in particular quality, profitability and schedule. Incident and Injury-Free is our commitment to our people and others, who we value for who they are and what they do. *IIF* is not just something we do, it's in everything we do.

As part of our IIF process, we will prepare a "Pre-Task Plan" for this project where we will identify the potential site safety and job hazards associated with your site. Our Pre-Task Plan will identify and prepare our personnel to be able to handle conditions such as but not limited to traffic control, environmental contamination, site access issues, overhead and underground utilities, adverse weather conditions, and personal protection equipment and will continually be reviewed and reevaluated throughout the field work activities. We understand that each site is unique and may contain different safety conditions and as a company to protect our personnel as well as others, we look at each site individually to identify the potential concerns.

2.3 Schedule

Following receipt of your written authorization to proceed, we estimate that our schedule for the work will be as follows:

- Permit Application, Submittal and Acquisition – 2 weeks (depending upon the Town)
- Mark Test Boring Locations – 1 day
- Utility clearance – 3 days
- Field work – 2 days
- Laboratory examination – 1 day
- Engineering report preparation – report delivery approximately 1 week after completion of the field and laboratory work
- Approximate duration from NTP to report submittal = 3 to 4 weeks

3.0 COMPENSATION

For the scope of geotechnical services outlined in this proposal that includes drilling, engineering evaluation and report, we estimate that our fees for the previously described scope of services will be **$6,000.00,** as itemized below.

A. Stake Borings, Sunshine Utility Clearance & Rig Mobilization:	$	500.00
B. Permit Application: Lump sum	$	500.00
C. Maintenance of Traffic 2 days @ $125.00/day	$	250.00
D. SPT Borings: 5 @ 25 feet deep, 125 feet @ $12.00/lineal foot	$	1,500.00
E. Grout Borings: 5 @ 25 feet deep, 125 feet @ $5.00/lineal foot	$	625.00
F. Surcharge for Low Overhead Clearance, 125 feet @ $3.00/foot	$	375.00
G. Laboratory Review: Lump sum	$	250.00
H. Geotechnical Report: Lump sum	$	2,000.00
Total	**$**	**6,000.00**

The fee is valid for 90 days from the date of this proposal and is based on the assumption that all field services will be performed under safety Level D personal protective procedures. The lump sum fee is based on the assumptions and conditions provided at the time of this proposal. Additional services, if needed, will be invoiced in accordance with the unit rates shown above. Such work will not be initiated without due cause and your prior written authorization.

4.0 AUTHORIZATION

If this proposal meets with your approval, work may be initiated by returning an original copy of the attached Agreement for Services to our West Palm Beach office. Project initiation may be expedited by sending a copy of the signed Agreement for Services via e-mail or facsimile. Otherwise, send your work order or form of agreement using this proposal as an attachment.

We appreciate the opportunity to provide this proposal and look forward to working with you on this project. If you have any questions or comments regarding this proposal or require additional services, please give me a call.

Sincerely,
Dunkelberger Engineering & Testing, Inc. A Terracon Company

Kevin E. Aubry, P.E.
Geotechnical Services Manager

Attachment: Agreement for Services

Reference Number: PHD140136

AGREEMENT FOR SERVICES

This **AGREEMENT** is between Erdman Anthony of Florida, Inc. ("Client") and Dunkelberger Engineering & Testing, Inc. ("Consultant") for Services to be provided by Consultant for Client on the Ocean Boulevard Lighting Project project ("Project"), as described in the Project Information section of Consultant's Proposal dated 04/18/2014 ("Proposal") unless the Project is otherwise described in Exhibit A to this Agreement (which section or Exhibit is incorporated into this Agreement).

1. **Scope of Services.** The scope of Consultant's services is described in the Scope of Services section of the Proposal ("Services"), unless Services are otherwise described in Exhibit B to this Agreement (which section or exhibit is incorporated into this Agreement). Portions of the Services may be subcontracted. Consultant's Services do not include the investigation or detection of, nor do recommendations in Consultant's reports address the presence or prevention of biological pollutants (e.g., mold, fungi, bacteria, viruses, or their byproducts) or occupant safety issues, such as vulnerability to natural disasters, terrorism, or violence. If Services include purchase of software, Client will execute a separate software license agreement. Consultant's findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of the Services.
2. **Acceptance/ Termination.** Client agrees that execution of this Agreement is a material element of the consideration Consultant requires to execute the Services, and if Services are initiated by Consultant prior to execution of this Agreement as an accommodation for Client at Client's request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this Agreement. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties. In the event Client uses a purchase order or other form to administer this Agreement, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken. This Agreement shall not be assigned by either party without prior written consent of the other party. Either party may terminate this Agreement or the Services upon written notice to the other. In such case, Consultant shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the project.
3. **Change Orders.** Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client's review, Client shall provide written acceptance. If Client does not follow these procedures, but instead directs, authorizes, or permits Consultant to perform changed or additional work, the Services are changed accordingly and Consultant will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.
4. **Compensation and Terms of Payment.** Client shall pay compensation for the Services performed at the fees stated in the Compensation section of the Proposal unless fees are otherwise stated in Exhibit C to this Agreement (which section or Exhibit is incorporated into this Agreement). If not stated in either, fees will be according to Consultant's current fee schedule. Fee schedules are valid for the calendar year in which they are issued. Fees do not include sales tax. Client will pay applicable sales tax as required by law. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing, at the address below, within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including attorney fees. Consultant may suspend Services for lack of timely payment. It is the responsibility of Client to determine whether federal, state, or local prevailing wage requirements apply and to notify Consultant if prevailing wages apply. If it is later determined that prevailing wages apply, and Consultant was not previously notified by Client, Client agrees to pay the prevailing wage from that point forward, as well as a retroactive payment adjustment to bring previously paid amounts in line with prevailing wages. Client also agrees to defend, indemnify, and hold harmless Consultant from any alleged violations made by any governmental agency regulating prevailing wage activity for failing to pay prevailing wages, including the payment of any fines or penalties.
5. **Third Party Reliance.** This Agreement and the Services provided are for Consultant and Client's sole benefit and exclusive use with no third party beneficiaries intended. Reliance upon the Services and any work product is limited to Client, and is not intended for third parties. For a limited time period not to exceed three months from the date of the report, Consultant will issue additional reports to others agreed upon with Client, however Client understands that such reliance will not be granted until those parties sign and return Consultant's reliance agreement and Consultant receives the agreed-upon reliance fee.
6. **LIMITATION OF LIABILITY.** CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE ASSOCIATED RISKS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND EMPLOYEES) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF $50,000 OR CONSULTANT'S FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT. PRIOR TO ACCEPTANCE OF THIS AGREEMENT AND UPON WRITTEN REQUEST FROM CLIENT, CONSULTANT MAY NEGOTIATE A HIGHER LIMITATION FOR ADDITIONAL CONSIDERATION. THIS LIMITATION SHALL APPLY REGARDLESS OF AVAILABLE PROFESSIONAL LIABILITY INSURANCE COVERAGE, CAUSE(S) OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT'S COMMERCIAL GENERAL LIABILITY POLICY.
7. **Indemnity/Statute of Limitations.** Consultant and Client shall indemnify and hold harmless the other and their respective employees from and against legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are legally determined to be caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Neither party shall have a duty to defend the other party, and no duty to defend is hereby created by this indemnity provision and such duty is explicitly waived under this Agreement. Causes of action arising out of Consultant's services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant's substantial completion of services on the project.
8. **Warranty.** Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. EXCEPT FOR THE STANDARD OF CARE PREVIOUSLY STATED, CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
9. **Insurance.** Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance ($1,000,000); (ii) commercial general liability insurance ($1,000,000 occ / $2,000,000 agg); (iii) automobile liability insurance ($1,000,000 B.I. and P.D. combined single

limit); and (iv) professional liability insurance ($1,000,000 claim / agg). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.

10. **CONSEQUENTIAL DAMAGES.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.
11. **Dispute Resolution.** Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, independent, and reputable engineer, architect, or geologist that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days, after which Client may pursue its remedies at law. This Agreement shall be governed by and construed according to Kansas law.
12. **Subsurface Explorations.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Client understands Consultant's layout of boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.
13. **Testing and Observations.** Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client agrees to the level or amount of testing performed and the associated risk. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by services not performed due to a failure to request or schedule Consultant's services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Consultant will not supervise or direct the work performed by Client's contractor or its subcontractors and is not responsible for their means and methods.
14. **Sample Disposition, Affected Materials, and Indemnity.** Samples are consumed in testing or disposed of upon completion of tests (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Material unless specifically provided in the Services, and that Client is responsible for directing such disposition. In the event that test samples obtained during the performance of Services (i) contain substances hazardous to health, safety, or the environment, or (ii) equipment used during the Services cannot reasonably be decontaminated, Client shall sign documentation (if necessary) required to ensure the equipment and/or samples are transported and disposed of properly, and agrees to pay Consultant the fair market value of this equipment and reasonable disposal costs. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site. Accordingly, Client waives any claim against Consultant and agrees to indemnify and save Consultant, its agents, employees, and related companies harmless from any claim, liability or defense cost, including attorney and expert fees, for injury or loss sustained by any party from such exposures allegedly arising out of Consultant's non-negligent performance of services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.
15. **Ownership of Documents.** Work product, such as reports, logs, data, notes, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices.
16. **Utilities.** Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant.
17. **Site Access and Safety.** Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any other parties, including Client, Client's contractors, subcontractors, or other parties present at the site.

PURSUANT TO SECTION 558.0035 OF FLORIDA STATUTES, AN INDIVIDUAL EMPLOYEE OR AGENT OF CONSULTANT MAY NOT BE HELD INDIVIDUALLY LIABLE.

Consultant:	**Dunkelberger Engineering & Testing, Inc.**	Client:	**Erdman Anthony of Florida, Inc.**
By:	Date: **4/18/2014**	By:	Date:
Name/Title:	**Kevin E Aubry / Geotechnical Services Manager**	Name/Title:	**Dana Gillette /**
Address:	**1225 Omar Rd.**	Address:	**1402 Royal Palm Beach Blvd., Building 500**
	West Palm Beach, FL 33405		**Royal Palm Beach, FL 33411**
Phone:	**(561) 689-4299** Fax:	Phone:	**(561) 753-9723** Fax:
Email:	**keaubry@terracon.com**	Email:	**gilletted@erdmananthony.com**

Reference Number: PHD140136

George F. Young, Inc.

CLIENT AND CONSULTANT
PROFESSIONAL SERVICES AGREEMENT

This agreement is made and entered into 18th Day of April 2014
The effective date, for the terms and conditions listed below and on the following pages of this agreement by and between:

CONSULTANT:

George F. Young, Inc.

Address:
885 S. US Hwy 17-92 Suite 206
DeBary, Fl 32713

Telephone: (386) 668-1550

Fax: (386) 668-1559

CLIENT:

Erdman Anthony

Address:
1402 Royal Palm Beach Blvd. Ste. 500
Royal Palm Beach, Fl 33411

Telephone: (561) 753-9723

Fax: (561) 753-9724

Project Name: SR A1A (Ocean Blvd.) West R/W - Utility Locates - George F. Young, Inc. Proposal #14P08800SU

Name and Address of Record Owner of Property (if other than Client):
n/a

The property upon which the services hereinafter described are to be performed is located at:
See "Basic Scope of Services" under **"Exhibit A".**

Client intends to Provide Survey Services. See **"Exhibit A".**
See "Client's Responsibilities" under **"Exhibit B".**
See "Compensation Schedule" under **"Exhibit C".**

ACCEPTANCE
By execution of this agreement Client accepts the terms hereof, acknowledges receipt of a copy hereof, including all exhibits, and authorizes Consultant to proceed with the work. In the event Client is not the owner of the property, Client represents that Client has informed the owner of the work and obtained permission from said owner for Consultant to proceed.

IN WITNESS THEREOF, the parties hereby execute this agreement upon the terms and conditions stated hereon and on the date first above written.

Accepted by: _____ Date: _____
Authorized Signature - Client, as owner
Or authorized agent for the owner

Accepted by: *Steve Larson* Date: 4/18/2014
Authorized Signature - George F. Young, Inc.

George F. Young, Inc.

EXHIBIT A

BASIC SCOPE OF SERVICES

- Project site is described as the west right of way (from the edge of pavement to west right of way) of SR A1A (Ocean Blvd.) from Lake Avenue (SR 802) going north to north of Sloan's Curve Drive, located in Palm Beach, Florida.
- ***DESIGNATION:*** George F. Young Inc. to provide Electronic Designation Services to determine the horizontal location of the existing utilities within the west right of way within the location outlined in red as shown on the aerial provided to GFY by Erdman Anthony.
- ***OPTIONAL SERVICES:*** Soft-digs (VVH's) to be provided at a later date at areas determined by the engineer of record at the additional unit cost $ 375.00 each in earth or sod areas and $ 425.00 each in paved areas. ***There will be a minimum of 6 VVH's performed per mobilization.***
- All permits necessary for GFY to perform the above described services shall be the responsibility of the client.

Erdman Anthony is to provide all necessary survey services to collect the found utility information and to pre-stake all proposed VVH locations. GFY to provide Erdman Anthony copies of the field book notes and 3 copies of a Surveyor's Report reflecting VVH (soft-dig) information (measure down distance, utility size, and makeup).

Utilization of the above equipment and methods is the industry recognized procedure for finding and locating underground utilities and features. Although effective and reliable, there is the possibility that all utilities may not be detected due to environmental conditions, soil conditions, water table, excessive depth, and/or feature makeup.

EXCLUSIONS

The following items are specifically excluded from the above Basic Scope of Services:

1. Filing fees, permit fees, prints, or any other out of pocket expenses other than those specifically included.
2. Any work associated with biological, ecological or environmental studies, traffic studies or geotechnical services.
3. Any work associated with securing permits.
4. Any work associated with survey.
5. Any work associated with the handling or disposal of contaminated soils or groundwater.

CLIENT'S RESPONSIBILITIES

Article 2 of the Agreement is amended and supplemented to include the following agreement of the parties.

In addition to other responsibilities of CLIENT as set forth in this Agreement, CLIENT shall:

1. Obtain permission, if required, for access by GFY crews to project site.
2. Obtain the necessary permits to perform the requested work within the right of way.
3. Provide major MOT set-ups if required to perform the work.
4. Provide all necessary survey services.

George F. Young, Inc.

EXHIBIT B

COMPENSATION SCHEDULE

Client shall pay Consultant for Basic Services set forth in Exhibit A in accordance with item A ,B, &C, below:

A: LUMP SUM

1. ***DESIGNATION SRVICES:*** A ***LUMP SUM AMOUNT*** of **$ 18,260.00 (Eighteen Thousand Two Hundred Sixty Dollars and Zero Cents)**.
2. ***OPTIONAL SRVICES, UNIT COST:*** Soft-digs (VVH's) to be provided at a later date at areas determined by the engineer of record at the unit cost $ 375.00 each in earth or sod areas and $ 425.00 each in paved areas. ***There will be a minimum charge of 6 VVH's performed per mobilization.***

3. Consultant may alter the distribution of compensation between the individual phases noted herein to be consistent with services actually rendered but shall not exceed the total ***Limiting Amount Sum*** for the Basic Services unless approved by the Client.

B: HOURLY

1. On an hourly basis at our prevailing standard hourly rates. (Current rate schedule attached.)

C: RETAINER:

1. The Client shall make an initial payment of $ 0.00 (retainer) upon execution of this Agreement. Upon receipt of this retainer payment, the Consultant shall commence services as provided for under this Agreement. This retainer shall be held by the Consultant and applied against the final invoice. In the event the amount of the final invoice exceeds the final invoice, the Consultant shall refund the balance with the final invoice. If the final invoice exceeds the retainer the Client shall promptly remit the amount due.

D:

1. See attached Task and Hourly Fee Breakdown, **"Exhibit C"**.

Exhibit C - TASK & HOURLY FEE BREAKDOWN
GFY Proposal #14P008800SU
PROJECT NAME: SR A1A (Ocean Blvd.) West Right of Way

TASK RELATED FEE: DESIGNATION & LOCATION

	UNITS/DAYS	RATE	COST
Designation/GPR Truck & Crew	10	1,675.00	$16,750.00
Soft-Digs Underground	0	375.00	$0.00
Soft-Digs Under Pavement	0	425.00	$0.00
Mobilization / Demobilization	0	0.00	$0.00

TASK RELATED FEE: FIELD SURVEYING

	DAYS	RATE	COST
Three (3) Person Survey Team (Includes vehicle and Conventional Equipment)	0	0.00	$0.00
Four (4) Person Survey Team (Includes vehicle and Conventional Equipment)	0	0.00	$0.00

TASK RELATED FEE: HOURLY

	MAN-HOURS	RATE	COST
PRINCIPAL	0	0.00	$0.00
UTILITY MANAGER II	10	130.00	$1,300.00
SURVEYOR II	1	130.00	$130.00
TECHNICAL SUPPORT	0	0.00	$0.00
TECHNICIAN III	1	80.00	$80.00
STAFF ASSISTANT	0	0.00	$0.00

	SETUPS		
MAINTAINANCE OF TRAFFIC (Per Set-up)	0	400.00	$0.00
TOTAL			$18,260.00

CLIENT AND CONSULTANT AGREE THAT THE FOLLOWING PROVISIONS SHALL BE PART OF THEIR AGREEMENT:

1. Consultant agrees to perform the services set forth in the foregoing Exhibit "A" and incorporated herein by this reference ("services").

2. Client shall have the responsibilities set forth in the foregoing Exhibit "B" and incorporated herein by this reference ("responsibilities").

3. Client agrees to compensate Consultant for its services according to the foregoing Compensation Schedule attached hereto as Exhibit "C" and incorporated herein by this reference ("schedule").

4. All original papers, documents, drawings and other work product of Consultant, and copies thereof, produced by Consultant pursuant to this agreement shall remain the property of Consultant and may be used by Consultant without the consent of Client. Upon request and payment of the costs involved, Client is entitled to a copy of all papers; documents and drawings provided Client's account is paid current.

5. Client acknowledges that its right to utilize the services and work product provided pursuant to this agreement will continue only so long as Client is not in default pursuant to the terms and conditions of this agreement and Client has performed all obligations under this agreement. Client further acknowledges that Consultant has the unrestricted right to use the services provided pursuant to this agreement as well as all work products provided pursuant to this agreement.

6. Upon request, Client shall execute and deliver, or cause to be executed and delivered, such additional instruments, documents, governmental fees and charges, which are necessary to perform the terms of this agreement.

7. Client agrees not to use or permit any other person to use plans, drawings, or other work product prepared by Consultant, which plans, drawings, or other work product are not final and which are not signed and sealed by Consultant. Client agrees to be liable and responsible for any such use of non-final plans, drawings, or other work product not signed and sealed by Consultant and waives liability against Consultant for their use. Client further agrees that final plans, drawings or other work product are for the exclusive use of Client and may be used by Client only for the project described on the face hereof. Such final plans, drawings, or other work product may not be changed nor used on a different project without the written authorization or approval by Consultant.

8. If Consultant's work product exists in electronic or computerized format, or is transferred in electronic or computerized format (CADD), the stamp, seal and signature shall be original and may not be a computer generated copy, photocopy, or facsimile transmission of the original. Original maps or plans with original signatures and seals shall be considered the original documents.

9. Any use or reuse of original or altered CADD materials by Client, agents of Client, or other parties without the prior review and written approval of Consultant shall be at the sole risk of Client. Further, Client agrees to defend, indemnify, and hold Consultant harmless from all claims, injuries, damages, losses, expenses, and attorney's fees arising out of the unauthorized use, re-use, or modification of these materials.

10. Client recognizes that surveys, designs, plans, and data stored on electronic media including, but not limited to, computer disks and magnetic tapes may be subject to unauthorized use, misuse and uncontrollable deterioration. Upon document approval, Consultant shall submit to Client any deliverables, which have been contractually agreed to on electronic media. Client shall have 30 days to inspect such deliverables and notify Consultant of any irregularities in the deliverables. Consultant will correct any such irregularities detected by Client in order to complete the work in accordance with the intent of the Agreement and specifications. At the end of said 30-day inspection period, any additional services to be performed by Consultant relative to the submitted electronic materials shall be considered Additional Work, and shall be approved by Client prior to commencing such effort.

11. CADD submittals to or on behalf of Client will be prepared using AutoCAD 2000 and George F. Young, Inc. CADD standards, and shall be considered within the Scope of Services of the Agreement. Submittals in other formats and/or other computer environments, and the work-effort related thereto, shall be considered Additional Services.

12. Consultant has a right to complete all services agreed to be rendered pursuant to this contract. In the event this agreement is terminated before the completion of all services, unless Consultant is responsible for such early termination, Client agrees to release Consultant from all liability for services performed. In the event all or any portion of the services or work product prepared or partially prepared by Consultant be suspended, abandoned, or terminated, Client shall pay Consultant for all fees, charges, and services provided for the project, not to exceed any contract limit specified herein. Client acknowledges if the project services are suspended and restarted, there will be additional charges due to suspension of the services, which shall be paid for by Client as Additional Services.

13. Consultant shall be entitled to immediately, and without notice, suspend the performance of any and all of its obligations pursuant to this agreement if Client files a voluntary petition seeking relief under the United States Bankruptcy Code or if there is an involuntary bankruptcy petition filed against Client in the United States Bankruptcy Court, and that petition is not dismissed within fifteen (15) days of its filing. Any suspension of services made pursuant to the provisions of this paragraph shall continue until such time as this agreement has been fully and properly assumed in accordance with the applicable provisions of the United States Bankruptcy Code and in compliance with the final order or judgment issued by the Bankruptcy Court.

14. This agreement shall not be construed to alter, affect or waive any lien or stop notice right, which Consultant may have for the performance of services pursuant to this agreement. Client agrees to separately provide to Consultant the present name and address of the record owner of the property on which the project is to be located. Client also agrees to separately provide Consultant with the name and address of any and all lenders who would loan money on the project and who are entitled to receive a preliminary notice.

15. If payment for Consultant's services is to be made on behalf of Client by a third-party lender, Client agrees that Consultant shall not be required to indemnify the third-party lender, in the form of an endorsement or otherwise, provide any lender certifications, agreements for transfer of design documents, or assignment of contracts as a condition of receiving payment for services. In the event the Consultant agrees to provide any of the above, all work related thereto will be considered Additional Services.

16. If Client fails to pay Consultant within thirty (30) days after invoices are rendered, Client agrees Consultant shall have the right to consider such default in payment a material breach of this entire agreement, and upon written notice, the duties, obligations, and responsibilities of Consultant under this agreement are suspended or terminated. In such event, Client shall promptly pay Consultant for all fees, charges, and services provided by Consultant.

17. All fees and other charges will be billed monthly and shall be due at the time of billing unless otherwise specified in this agreement.

18. Client agrees that the periodic billings from Consultant to Client are correct, conclusive, and binding on Client unless Client, within ten (10) days from the date of receipt of such billing, notifies Consultant in writing of alleged inaccuracies, discrepancies, or errors in billing.

19. Client agrees to pay a monthly late payment charge, which will be the lesser of, one and one-half percent (1-1/2%) per month or a monthly charge not to exceed the maximum legal rate, which will be applied to any unpaid balance commencing thirty (30) days after the date of the original billing.

20. If Consultant, pursuant to this agreement, produces plans, specifications, or other documents and/or performs field services, and such plans, specifications, and other documents and/or field services are required by one or more governmental agency, and one or more such governmental agency changes its ordinances, policies, procedures or requirements after the date of this agreement, any additional office or field services thereby required shall be paid for by Client as Additional Services.

21. Client agrees that if Client requests services not specified pursuant to the Scope of Services description within this agreement, Client agrees to pay for all such Additional Services as extra work.

22. In the event that any staking or survey control points are destroyed, damaged or disturbed by an act of God or parties other than Consultant, the cost of restaking and/or reestablishing control points shall be paid for by Client as Additional Services.

23. Client shall reimburse Consultant for all out of pocket expenses including, but not limited to, title company charges, Subconsultant fees, filing fees, travel expenses, blueprints and reproductions at a rate of cost plus 10%.

24. Client acknowledges and agrees that if Consultant provides surveying services, which services require the filing of a Record of Survey in accordance with applicable law or regulations that all the costs of preparation, examination and filing for the Record of Survey will be paid by Client as Additional Services.

25. Consultant is not responsible for delay caused by activities or factors beyond Consultant's reasonable control, including but not limited to, delays by reason of strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of Client to furnish timely information or approve or disapprove of Consultant's services or work product promptly, faulty performance by Client, or other contractors or governmental agencies. When such delays beyond Consultant's reasonable control occur, Client agrees Consultant is not responsible for damages nor shall Consultant be deemed to be in default of this agreement.

26. Client acknowledges that Consultant is not responsible for the performance of work by third parties including, but not limited to, the construction contractor and its subcontractors.

27. Consultant makes no warranty, either expressed or implied, as to its findings, recommendations, plans, specifications, or professional advice except that the services or work product were performed pursuant to generally accepted standards of practice in effect at the time of performance.

28. Estimates of land areas provided under this agreement are not to be considered precise unless Consultant specifically agrees to provide the precise determination for such areas.

29. If the Scope of Services to be provided by Consultant pursuant to the terms of this agreement includes an ALTA survey, Client agrees that Consultant may sign the ALTA Survey Statement attached hereto and incorporated herein by reference. In the event that Consultant agrees to sign a statement or certificate which differs from the ALTA Survey Statement contained in the attachment, Client hereby agrees to indemnify and hold Consultant harmless from any and all liability arising from or resulting from the signing of any statement which differs from the statement contained in the attachment.

30. Earthwork volume calculations provided under this agreement must be verified by another Consultant at the expense of the Client if a monetary decision of more than $50,000.00 is based upon said calculations. Client agrees to indemnify and hold Consultant harmless from any and all liability arising from or resulting from earthwork volume calculations.

31. All surveying and mapping services provided pursuant to this agreement will be performed in accordance with Chapter 61G 17 - 6 Florida Administrative Code. It is understood by the Client that Surveyors and Mappers do not determine ownership of the property surveyed. A Title Company or Attorney must verify any questions of ownership/encumbrance such as, but not limited to, vacation of rights of way and/or easements. Client hereby agrees to indemnify and hold Consultant harmless from any and all liability arising from or resulting from the determination of ownership of the property surveyed pursuant to this agreement.

32. Client agrees that in accordance with generally accepted construction practices, the construction contractor will be required to assume sole and complete responsibility for job site conditions during the course of construction for the project, including safety of all persons and property; that this requirement shall be made to apply continuously and not be limited to normal working hours. Consultant shall not at any time have control over any contractor's work, nor shall Consultant have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor any failure of any contractor's work to comply with laws and regulations applicable to contractor's work.

33. Client agrees to limit the liability of Consultant, its principals, employees and their Subconsultants, to Client and to all contractors and subcontractors on the project, for any claim or action arising in tort, contract or strict liability, to the sum of $50,000.00 or Consultant's fees, whichever is greater. Client and Consultant acknowledge that this provision was expressly negotiated and agreed upon.

34. Exclusion of Special, Incidental, Indirect and Consequential Damages: To the fullest extent permitted by law, and not withstanding any other provision of this Agreement, Consultant and Consultant's officers, directors, partners, employees, agents, and Consultant's Subconsultants shall not be liable to the Client or anyone claiming by, through or under Client for any special, incidental, indirect, or consequential damages whatsoever arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to any such damages caused by the negligence, professional errors or omissions, strict liability or breach of contract or warranty express or implied of Consultant or Consultant's officers, directors, partners, employees, agents, and Consultant's Subconsultants or any of them.

35. Agreement Not to Claim for Cost of Certain Change Orders: Client recognizes and expects that certain change orders may be required to be issued as the result in whole or in part of imprecision, incompleteness, errors, omissions, ambiguities, or inconsistencies in the Drawings, Specifications, and other design documentation furnished by Consultant or in the other professional services performed or furnished by Consultant under this Agreement ("Covered Change Orders"). Accordingly, Client agrees not to sue and otherwise make no claim directly or indirectly against Consultant on the basis of professional negligence, breach of contract, or otherwise with respect to the cost of approved Covered Change Orders unless the cost of such approved Covered Change Orders exceed 15% of the applicable Construction Cost, and then only for an amount in excess of such percentage. Any responsibility of Consultant for the cost of Covered Change Orders in excess of such percentage will be determined on the basis of applicable contractual obligations and professional liability standards. For purposes of this paragraph, the cost of Covered Change Orders will not include any costs the Client would have incurred if the Covered Change Order had been included originally without any imprecision, incompleteness, errors, omissions, ambiguities, or inconsistencies in the Contract Documents and with any error or omission of Consultant related thereto. Nothing in this provision creates the presumption that, or changes the professional liability standard for determining if, Consultant is liable for the cost of Covered Change Orders in excess of the percentage of Construction Cost stated above or for any other Change Order. Wherever used in this paragraph, the term Consultant includes Consultant's officers, directors, partners, employees, agents, and Consultant's Subconsultants.

36. The parties to this agreement acknowledge that Consultant's Scope of Services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials). If Consultant or any other party encounters a Hazardous Environmental Condition, Consultant may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Property affected thereby until Client: (i) retains appropriate specialist Consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Property is in full compliance with applicable Laws and Regulations.

37. If any action at law or equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this agreement or in any way connected with the performance of this agreement, the prevailing party shall be entitled to reasonable attorneys' fees, which fees may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which Consultant may be entitled.

38. Client agrees that in the event Client institutes litigation to enforce or interpret the provisions of this agreement, such litigation is to be brought and adjudicated in the appropriate court in the county in which Consultant's principal place of business is located, and Client waives the right to bring, try, or remove such litigation to any other county or judicial district.

39. (a) Except for the provision of subdivision (b) and subdivision (c), and in an effort to resolve any conflicts, the Client and the Consultant agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation or other form of Alternative Dispute Resolution as agreed to by the parties.

The Client and the Consultant further agree to include a similar mediation provision in all agreements with independent contractors and Consultants retained for the project and with other successive third parties including but not limited to construction contractors, lenders and owners associations and to require all independent contractors and Consultants also include a similar mediation provision in all agreements with subcontractors, Subconsultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

(b) Subdivision (a) does not preclude or limit Consultant's right to elect to file an action for collection of fees if the amount in dispute is within the jurisdiction of the small claims court.

(c) Subdivision (a) does not preclude or limit Consultant's right to elect to perfect or enforce applicable mechanics lien remedies.

40. If any term, condition, or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this agreement shall be valid and binding on Client and Consultant.

41. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

42. Waiver by Consultant of any term, condition, or covenant, or breach of any term, condition, or covenant, shall not constitute the waiver of any other term, condition, or covenant, or the breach of any other term, condition, or covenant, and any such waiver shall not constitute a continuing waiver thereof.

43. This Agreement shall not be assigned by either Client or Consultant without the prior written consent of the other. Any material change of ownership within the Client's organization including, but not limited to, new partners, principals, or a transfer of majority ownership shall be considered an assignment of this agreement and subject to written consent of the Consultant. Failure of Client to notify Consultant of such changes shall be considered a material breach of this Agreement.

44. In the event of termination of this Agreement by either party, Client shall within fifteen (15) calendar days of termination pay the Consultant for all services rendered and all reimbursable costs incurred by the Consultant up to the date of termination, in accordance with the payment provisions of this Agreement. The Client may terminate this Agreement for the Client's convenience and without cause upon giving the Consultant not less that seven (7) calendar days' written notice. Either party may terminate this Agreement for cause upon giving the other party not less than seven (7) calendar days' written notice for any of the following reasons:

(a) Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party;
(b) Assignment of this Agreement or transfer of the Project by either party to any other entity without the prior written consent of the other party;
(c) Suspension of the Project or the Consultant's services by the Client for more than ninety (90) calendar days, consecutive or in aggregate;
(d) Material changes in the conditions under which this Agreement was entered into, the Scope of Services or the nature of the Project, and the failure of the parties to reach agreement on the compensation and schedule adjustments necessitated by such changes.

45. This agreement shall inure to and be binding upon the heirs, executors, administrators, successors and assigns of Client and Consultant.

46. If, during the term of this agreement, circumstances or conditions that were not originally contemplated by or known to the Consultant are revealed, to the extent that they change or affect the Scope of Services, compensation, schedule, allocation of risks, or other material terms of the Agreement, the Consultant shall notify the Client of the changed conditions necessitating renegotiation, and the Consultant and the Client shall promptly and in good faith enter into renegotiation of this Agreement to address the changed conditions. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this agreement, in accordance with the termination provision hereof.

47. This agreement contains the entire agreement between Client and Consultant relating to the Project and the provision of services to the Project. Any prior agreements, promises, negotiations or representations not expressly set forth in this agreement are of no force or effect. Subsequent modifications to this agreement shall be in writing and signed by both Client and Consultant.

Exhibit A

TOWN OF PALM BEACH

Town Council Meeting on: October 14, 2014

Section of Agenda

Regular Agenda - New Business

Agenda Title

Coastal Protection Matters.

a. Mid-Town Beach Renourishment, Phipps/Reach 7 Partial Beach Nourishment, Reach 8 Dune Restoration, and other Coastal Protection Project Updates.

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

c. Update on North Ocean Boulevard Seawall Replacement.

Presenter

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

Supporting Documents

- **a. Memorandum dated October 3, 2014, from H. Paul Brazil, P.E., Director of Public Works**
- **b. Memorandum dated September 29, 2014, from H. Paul Brazil, P.E., Director of Public Works**
- **b. Letter dated September 12, 2014, from USACE Requesting Waivers of Town Code**
- **b. Drawing of Proposed Staging Area**
- **c. Memorandum dated September 23, 2014, from H. Paul Brazil, P.E., Director of Public Works**

TOWN OF PALM BEACH

Information for Town Council Meeting on: October 14, 2014

To: Mayor and Town Council

Via: Peter B. Elwell, Town Manager

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

Re: Mid-Town Beach Renourishment, Phipps/Reach 7 Partial Beach Nourishment and Reach 8 Dune Restoration, and other Coastal Protection Project Updates

Date: October 3, 2014

STAFF RECOMMENDATION

Staff recommends that Town Council review the information provided below and provide any direction as deemed necessary.

GENERAL INFORMATION

Below are brief updates regarding the current schedules of the upcoming Coastal Management Program projects:

Mid-Town Beach Renourishment

- The dredging contractor is scheduled to begin mobilization on the beach in mid-November 2014. Dredging is expected to begin the last week in November or the first week in December 2014.

- State regulatory approval, an Individual Project Approval through the BMA, is expected no later than November 14, 2014.

- The Federal regulatory approval process is underway. The U.S. Fish & Wildlife Service is expected to have their review for the project completed by November 1, 2014. Following review from the National Marine Fisheries Service, the USACE is expected to issue their permit in early November 2014.

- The northern and southern taper extensions require Erosion Control Line (ECL) to be established. A required public meeting, hosted by FDEP, is to be held in Town Council Chambers on October 9, 2014. Recording of an ECL in the extended areas is expected in mid-November 2014.

- Town staff has mailed letters to all private oceanfront property owners soliciting temporary construction easements for sand placement on the beach landward of the established ECLs. To date, many of the owners have been responsive in returning

signed easement documents. Town staff anticipates that all necessary easements will be timely obtained and recorded in preparation for a mid-November 2014 construction start.

Phipps/Reach 7 Partial Beach Nourishment and Reach 8 Dune Restoration

- The truck haul from Mid-Town to Phipps Ocean Park is planned to begin once dredging is underway in Mid-Town. This could occur during the last week of November or first week of December. The truck haul into Phipps Ocean Park, between Sloan's Curve and the Par 3 Golf Course, is expected to take approximately 60 days.

- Like Mid-Town, permits are expected to be in place prior to the expected start date.

- The truck haul from Mid-Town to Reach 8 will begin when dredged sand is replaced in Mid-Town and a stockpile of sand has been created. This could occur as early as January or as late as April 2014. The truck haul into Reach 8, south of the Lake Worth Pier from the Bellaria Condominium to the south Town limits, is expected to take approximately 30 days.

- To date, we do not have an executed easement for ingress-egress access from either the 3200 and/or 3360 condominium. The Town Council has awarded the full project volumes to both the dredging contractor and the trucking contractor that will move the material into Reach 8. Performance bonds have been received from both contractors reflective of the full volumes. If the access easements are not received, both contracts will be affected. Both contractors have been notified of the potential change. We do not know the magnitude of the contractual impacts as of today.

- Dredging of the additional material that would be moved from Mid-Town to Reach 8 will begin in January 2015. We need to know before this point in the project if we are going to negotiate a deductive change order and not place this material. We do not know the magnitude of the contractual impacts as of today.

Reach 8 Southern Palm Beach Island Comprehensive Shoreline Stabilization Project EIS

- The draft EIS document is expected in late November 2014.

- A draft EIS public meeting will be announced soon. Should the Draft EIS be published in November 2014, a public meeting would be held in December 2014.

- Final EIS document expected for publication in May 2015.

- State and Federal permitting to resume after Final EIS document is published.

- Construction of EIS-recommended project in Reach 8 is currently planned to occur concurrently with the next full-scale beach nourishment in Phipps Ocean Park/Reach 7 (between November 2015 and March 2016).

Lake Worth Inlet Maintenance Dredging

- The June 2014 effort by the U.S. Army Corps of Engineers (USACE) to knock down sand high points in the inlet channel was not successful.

- The USACE is preparing a public bid solicitation for the next maintenance event with sand placement in the nearshore of Reach 1. Town staff is working with the USACE staff to make every effort for the bid documents to have the sand placed as close to shore as possible, using our previously agreed upon goal of "ankle deep water".

- The volume of sand to be dredged will be determined following upcoming surveys. However, the project's current estimated volume is approximately 50,000 cubic yards.
- Public bid solicitation for the next maintenance event is expected near the end of the 2014 calendar year.

- Construction may not start until February/March 2014 and would continue during the start of the 2015 sea turtle nesting season. Sand is not to be placed on the dry beach.

Town staff will be available to provide additional details at the October 14, 2014 Town Council meeting.

cc. Shore Protection Board
Robert Weber, Coastal Coordinator

TOWN OF PALM BEACH

Information for Town Council Meeting on: October 14, 2014

To: Mayor and Town Council

Via: Peter B. Elwell, Town Manager

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

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

Date: September 29, 2014

STAFF RECOMMENDATION

Staff recommends that the Town Council approve the United States Army Corps of Engineers (USACE), their contractor Marinex Construction, Inc. (Marinex), and any Marinex subcontractor to perform construction related services outside of the Town Code of Ordinances restrictions for construction dates, hours, and noise levels if staging is confined to the area shown in the request from the USACE.

In addition, staff recommends that the Town Council approve Weeks Marine, Inc. (Weeks), the Town's contractor for the Mid-Town Beach Renourishment Project, and any Weeks subcontractor to perform constructed related services outside of the Town Code of Ordinances restrictions for construction dates, hours, and noise levels if staging is confined to the area shown on the Applied Technology & Management, Inc. (ATM) drawing.

GENERAL INFORMATION

The USACE has awarded a contract to Marinex to perform beach nourishment for several Federal projects within Palm Beach County. These projects are not within the Town of Palm Beach. Work is currently scheduled to commence on or about November 1, 2014 and continue through February 20, 2015.

The USACE intends for their contractor to utilize the Lake Worth Inlet for project staging of offshore equipment. Because the Lake Worth Lagoon east of the Intracoastal Waterway's centerline is within the jurisdictional limits of the Town of Palm Beach, work performed in this area must either conform to the Town Code of Ordinances or be waived by Town Council.

This USACE request includes waivers of the following sections of the Town Code of Ordinances:

> Section 42-198 – prohibits operation of equipment or machinery during winter, Sundays, and legal holidays (commencing on December 1 and ending May 1).
>
> Section 42-199 – prohibits work between 5:00pm and 8:00am.

Sections 42-226 through 229 – regulates noise, equipment operation, and work hours and the standard Town requirement to "stand down for the season".

The USACE's contractor for the 2013 Lake Worth Inlet maintenance dredging project, Great Lakes Dredge & Dock, Inc. (GLDD), utilized the Lake Worth Lagoon for project staging. For a majority of the construction duration, the contractor was staged in the eastern portion of the Lake Worth Lagoon and within a few hundred feet of the Town's lagoonfront shoreline. Work in this area was a disturbance to many lagoonfront residents. After lengthy discussions with both the USACE, the staging area was moved away from the Town and closer to the Port of Palm Beach south of both Peanut Island and the Port's Turning Basin (approximately 1,800 feet, more than 1/3 mile, from the Town's lagoonfront shoreline). Last winter, Marinex performed dredging efforts for the USACE utilizing the staging area closer to the Port of Palm Beach. No complaints were made.

Weeks was to use this same staging area near the Port of Palm Beach for the upcoming Mid-Town Beach Renourishment Project. Since the project will be under construction simultaneously with the USACE project, another staging area had to be defined. Due to environmental impacts to seagrasses, there are limitations as to where staging areas can be located in the Lake Worth Lagoon. Town consultant ATM has located a site immediately south of the Palm Beach Harbor Channel and west of the eastern local channel in the Lake Worth Lagoon (see attached drawing). This site is the same size as the previously identified area, as not to become a changed condition with the Town's contract with Weeks. However, this area is much closer to shore (within 1/10 mile) and may disturb lagoon front residents.

Because Weeks will be directly working with Town staff, Weeks will be responsive to the Town's concerns. Specific to the Weeks staging area, when possible, the active work is to be planned between 9:00am to 5:00pm. Noise is to be minimized, as much as practicable, and work lights are not to be aimed east toward the lagoonfront residences. Staff requests that Weeks receive the same relief as the USACE with respect to Town Code of Ordinances Sections 42-198, 42-199, and 42-226 through 42-229.

Should the USACE contractor, Marinex, be completed on or before February 20, 2015, Weeks will shift staging operations to the area closer to the Port of Palm Beach. Per the contract, Weeks has until April 15, 2015 to complete the project.

FUNDING/FISCAL IMPACT

There is no funding/fiscal impact related to this item.

Attachments

cc. Thomas G. Bradford, Deputy Town Manager
Kirk Blouin, Director of Public Safety
Robert Weber, Coastal Coordinator
Jerry Scarborough, Chief, Water Resources Branch, USACE

DEPARTMENT OF THE ARMY
JACKSONVILLE DISTRICT CORPS OF ENGINEERS
P.O. BOX 4970
JACKSONVILLE, FLORIDA 32232-0019

REPLY TO
ATTENTION OF

SEP 12 2014

Programs and Project Management Division
Water Resource Branch

Town of Palm Beach
Public Works Department
Post Office Box 2029
Palm Beach, FL 33480

Dear Mr. Weber:

The Jacksonville District, U.S. Army Corps of Engineers (Corps) is preparing to re-initiate construction for the renourishment of North Boca Raton segment within Palm Beach County. Work is scheduled to commence on or about November 01, 2014 and continue through February 20, 2015. The Contractor is anticipated to operate marine and shore-based equipment 24 hours a day/ 7 days a week. The Corps requests the approval from the Town Council for the contractor to stage within the jurisdictional limits of the Town of Palm Beach within the Lake Worth Lagoon. The work will be performed within the designated staging area limits (Enclosure 1).

The Corps is requesting variance on the below Town Code of Ordinances for the proposed work.

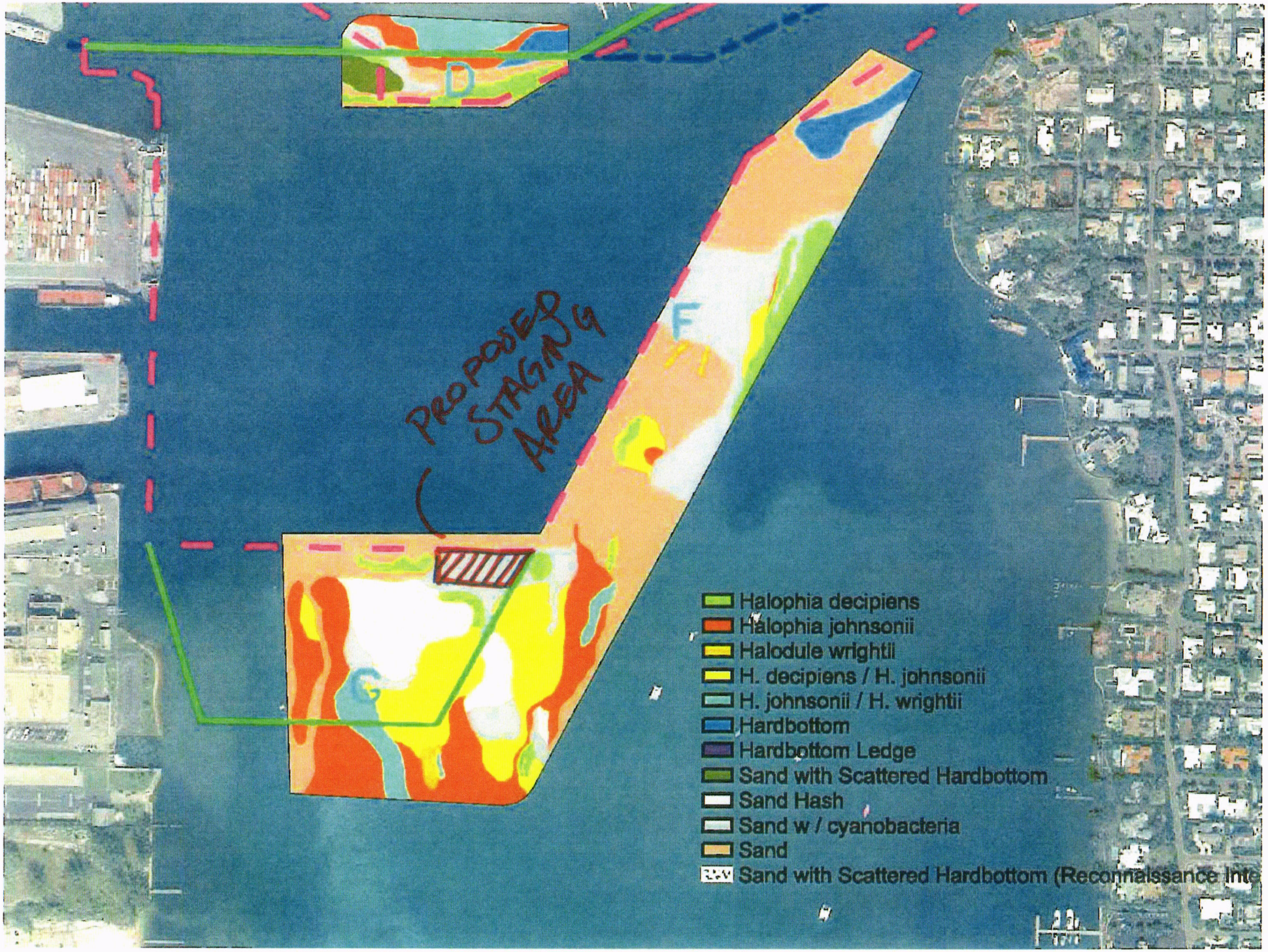
- Section 42-198 – prohibits operation of equipment or machinery during winter, Sundays, and legal holidays (commencing on December 1 and ending May 1).
- Section 42-199 – prohibits work between 5:00pm and 8:00am.
- Sections 42-226 through 229 – regulates noise, equipment operation, and work hours and the standard Town requirement to "stand down for the season".

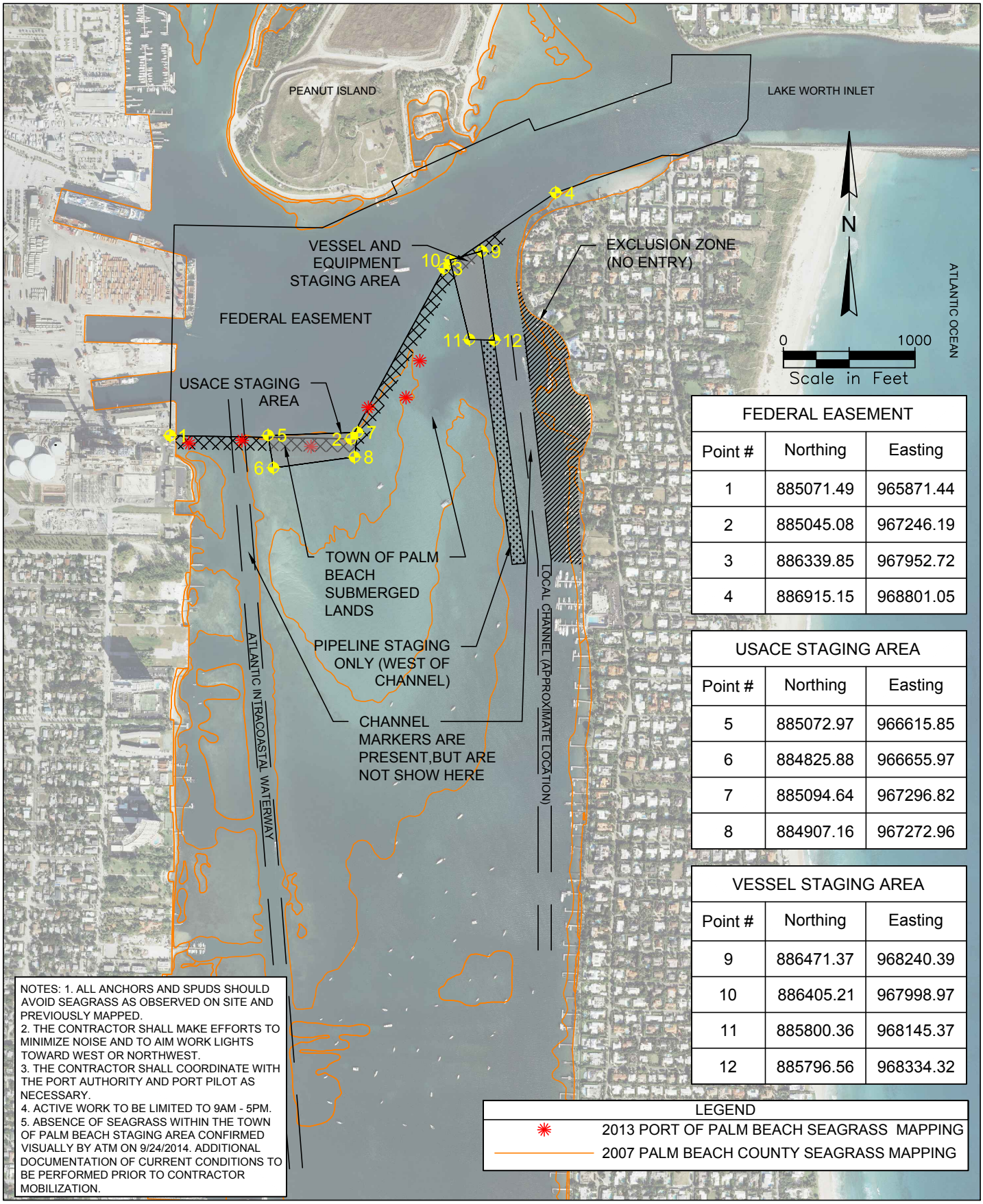
If you have any further questions please do not hesitate to contact the Project Manager, Sirisha Rayaprolu at 904-232-3455.

Sincerely,

Jerry W. Scarborough, P.E.
Chief, Water Resources Branch

N 885094.64
E 957236.62
N 884907.16
E 957272.96
N 885072.97
E 956615.85
N 884928.88
E 956655.97
© 2013 Google
Google


D
E
G
PROPOSED STAGING AREA
Halophia decipiens
Halophia johnsonii
Halodule wrightii
H. decipiens / H. johnsonii
H. johnsonii / H. wrightii
Hardbottom
Hardbottom Ledge
Sand with Scattered Hardbottom
Sand Hash
Sand w / cyanobacteria
Sand
Sand with Scattered Hardbottom (Reconnaissance Inte



NOTES: 1. ALL ANCHORS AND SPUDS SHOULD AVOID SEAGRASS AS OBSERVED ON SITE AND PREVIOUSLY MAPPED.
2. THE CONTRACTOR SHALL MAKE EFFORTS TO MINIMIZE NOISE AND TO AIM WORK LIGHTS TOWARD WEST OR NORTHWEST.
3. THE CONTRACTOR SHALL COORDINATE WITH THE PORT AUTHORITY AND PORT PILOT AS NECESSARY.
4. ACTIVE WORK TO BE LIMITED TO 9AM - 5PM.
5. ABSENCE OF SEAGRASS WITHIN THE TOWN OF PALM BEACH STAGING AREA CONFIRMED VISUALLY BY ATM ON 9/24/2014. ADDITIONAL DOCUMENTATION OF CURRENT CONDITIONS TO BE PERFORMED PRIOR TO CONTRACTOR MOBILIZATION.

FEDERAL EASEMENT		
Point #	Northing	Easting
1	885071.49	965871.44
2	885045.08	967246.19
3	886339.85	967952.72
4	886915.15	968801.05

USACE STAGING AREA		
Point #	Northing	Easting
5	885072.97	966615.85
6	884825.88	966655.97
7	885094.64	967296.82
8	884907.16	967272.96

VESSEL STAGING AREA		
Point #	Northing	Easting
9	886471.37	968240.39
10	886405.21	967998.97
11	885800.36	968145.37
12	885796.56	968334.32

Lake Worth Lagoon Staging Areas

APPLIED TECHNOLOGY & MANAGEMENT

LOCATION \\PBIBOPS001\GROUPS\WESTPALMBEACH SHARES\DRAWINGS\PROJECTS\13-2533 TOPB FY 2014 NOURISHMENT PROJECT\X\FIGURES\LAKE WORTH LAGOON STAGING AREAS.DWG

JEAKIN

TOWN OF PALM BEACH

Information for Town Council Meeting on October 14, 2014

TO: Mayor and Town Council

VIA: Peter Elwell, Town Manager

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

RE: Update on the North Ocean Boulevard Seawall Replacement
Accelerated Capital Improvement Program - Phase 2

DATE: September 23, 2014

STAFF RECOMMENDATION

Town staff recommends that the Town Council give consent to proceeding with the North Ocean Boulevard Seawall Replacement due to the reopening of the Flagler Memorial Bridge.

GENERAL INFORMATION

At the December 10, 2013 Town Council meeting, the Town Council approved a Request for Qualifications for a Construction Manager at Risk for the seawall replacement project which is located along North Ocean Boulevard across from the Palm Beach Country Club. The seawall protects one of the two main roadways that access the North end of the Town. Due to the age and deteriorating condition of the seawall, the planned improvements will consist of a partial demolition of the sheet pile seawall and the reconstruction of a new seawall located immediately landward of the existing seawall alignment. The terminations of the replacement seawall will connect to the existing seawalls at the north and south ends of the project limits.

The project was to commence on May 1, 2014, but was postponed as a result of the Flagler Memorial Bridge closing on May 12, 2014. The closure caused all non-essential projects and/or those having significant impact to the right-of-way or on traffic flow to be delayed. On November 1, 2014 the Florida Department of Transportation anticipates that the Flagler Memorial Bridge will reopen for public use.

Staff recommends proceeding with the project. Currently the Construction Manager (Burkhardt Construction) is preparing to distribute final plans to qualified contractors and receive bids in late October. Once bids are received and a contractor is selected, a Guaranteed Maximum Price (GMP) can be established. At the November Town Council meeting, Council will have the opportunity to review and approve the GMP. The project is scheduled to begin during the 2015 construction season. It is imperative that a decision to proceed or not be made immediately in order to meet the phased construction schedule that has been coordinated with the turtle nesting season and next construction season.

If Council approves moving forward with the project, we will immediately bid and then order the steel sheet piles (long lead time item) to assure the upland work is completed between mid-April and late November 2015. During the winter months, outside of sea turtle nesting season, we will be working on the beach removing the old wall and putting a protective surface on the new wall.

We will continue to work with the Palm Beach Country Club's and The Beach Club's representatives as this project progresses.

FUNDING/FISCAL IMPACT

There is no financial impact associated with this recommendation, other than the potential for increased construction costs if this project is delayed.

cc: Eric B. Brown, P.E., Assistant Director of Public Works
William K. Francis, P.E., Town Engineer
Jeffrey Sanon, P.E., Project Engineer
Brett Madison, Facilities Manager
Adis Pedraza, Purchasing Manager

TOWN OF PALM BEACH

Town Council Meeting on: October 14, 2014

Section of Agenda

Regular Agenda - New Business

Agenda Title

Evaluation of Town Manager Peter B. Elwell's Performance During 2013-2014.

Presenter

Peter B. Elwell, Town Manager

Supporting Documents

- **Memorandum dated October 9, 2014, from Peter B. Elwell, Town Manager**
- **Performance Evaluation Numeric Scores**

TOWN OF PALM BEACH

Information for Town Council Meeting on: October 14, 2014

To: Mayor and Town Council

From: Peter B. Elwell, Town Manager

Re: Annual Evaluation of My Performance as Town Manager

Date: October 9, 2014

Thank you for the candid feedback each of you provided during your evaluation of my performance for the past year. Overall, you have rated my performance positively and I am grateful for your continued confidence and support. I am equally grateful for your guidance regarding areas in which I can continue to improve my performance in the future. A summary of your numeric scores is attached hereto for your information.

Please do not consider a pay adjustment when you discuss my evaluation on October 14. I believe I am appropriately compensated by the Town.

If you want to further discuss this matter prior to the October 14 Town Council meeting, please contact me at your convenience.

Attachment

PBE:

N:\Town Manager\PBE\Memos\2014\mtc elwell evaluation.rtf

TOWN OF PALM BEACH
PERFORMANCE EVALUATION
TOWN MANAGER PETER B. ELWELL
2013-2014

CATEGORY	Wildrick	Diamond	Kleid	Pucillo	Townsend		Average
Management of Day-to-Day Operations	5	5	5	5	NS		5.00
Communications with Council Members	5	5	5	4	NS		4.75
Leadership of Staff	4	5	4.5	5	NS		4.63
Citizen Relations	5	5	5	5	NS		5.00
Intergovernmental Relations	5	4	5	NS	NS		4.67
Media Relations	5	4	4.5	5	NS		4.63
Written Communications	5	4	5	5	NS		4.75
Creativity	4	4	4.5	NS	NS		4.17
Financial Management	4	5	5	5	NS		4.75
Annual Goals (1) - Coastal Program & ACIP	4	5	5	5	NS		4.75
Annual Goals (2) - Build Staff Capacity/Succession Plan	4	4	5	5	NS		4.50
OVERALL PERFORMANCE	5	5	4.5	5	NS		4.88

NS=Not Scored

TOWN OF PALM BEACH

Town Council Meeting on: October 14, 2014

Section of Agenda

Regular Agenda - New Business

Agenda Title

Adoption of 2014-2015 Goals and Objectives
for Town Manager Peter B. Elwell.

Presenter

Peter B. Elwell, Town Manager

Supporting Documents

- **Memorandum dated October 9, 2014, from Peter B. Elwell, Town Manager**
- **2014-2015 Goals & Objectives**

TOWN OF PALM BEACH

Information for Town Council Meeting on: October 14, 2014

To: Mayor and Town Council

From: Peter B. Elwell, Town Manager

Re: Adoption of Annual Performance Goals for Town Manager

Date: October 9, 2014

STAFF RECOMMENDATION

I recommend Town Council adopt performance goals and related objectives for measuring my performance during 2014-2015, as set forth on the attached document entitled "Proposed Goals and Objectives for Town Manager Peter B. Elwell for 2014-2015 for Consideration at the Town Council Meeting on October 14, 2014" and in this memorandum below.

GENERAL INFORMATION

Each year, the Town Council adopts a few specific goals to be rated along with general categories of performance when conducting my annual evaluation. These goals highlight particular management challenges or projects that will be high priorities for the Town during the year ahead. This year, I am proposing goals related to implementation of the Coastal Protection Program and the Memorial Fountain / Town Hall Square Project.

Under the Memorial Fountain / Town Hall Square goal, Council Member Townsend suggests adding "with minimal disruption to the community" to Objective #2 and "to achieve the result that is sensitive to the community and the area, but to do so in a manner that creates the least friction" to Objective #3.

Council Member Kleid proposes the following additional goal: Arrange "[a] mandatory class for all Town Council members and Advisory Commission members, taught by a professional, on the subject of civility in the public forum."

If the Town Council agrees with the changes proposed by Council Members Townsend and Kleid, please say so in the motion to approve these annual goals at the October 14 meeting.

Finally, in conducting her first annual evaluation of my performance, Council Member Townsend observed that there is not currently a general performance rating category related to long range planning. I think this is indeed an area on which my performance could be more specifically rated each year, so I plan to add that category to the rating form for my 2014-2015 evaluation. Please advise at the October 14 Town Council meeting if any of you have a different point of view on that matter.

PBE:cek

TOWN MANAGER PETER B. ELWELL'S
2014-2015 GOALS & OBJECTIVES

(Proposed for Consideration by Town Council at its meeting on October 14, 2014)

Goal 1:
Make Significant and Measurable Progress Implementing the Coastal Protection Program

Objectives:

1. Complete construction of the Midtown Beach Renourishment Project (and the related interim sand placement in Reaches 7 and 8) on time, within budget, and with the minimum possible disruption to the community.

2. Complete the bid solicitation/award for the Reach 7 Beach Renourishment Project.

3. Upon issuance of the Federal Environmental Impact Statement for Reach 8, work to create a more protective coastal project for Reach 8 (more protective than the repetitive dune restoration that is currently the maximum project allowed by law) either in conjunction with the Reach 7 Beach Renourishment Project or as a stand-alone addition to the Town's Coastal Protection Plan.

4. Assist the Town Council in reviewing the funding plan for the Coastal Protection Program and in revising that funding plan, as needed.

Goal 2:
Oversee Mizner Fountain Restoration and Planning for Remainder of Town Hall Square

Objectives:

1. Administer the Special Category Grant for the fountain restoration, obtaining the full $350,000 reimbursement allowed by the grant.

2. Complete construction of the fountain restoration project on time and within budget.

3. Define and implement additional project elements, as applicable.

    a. Assist the Mayor and Town Council in deciding what additional improvements, if any, to make in the Town Hall Square Historic District.

    b. Work with the State of Florida to maximize Town eligibility to receive the second $350,000 grant for Town Hall Square as partial reimbursement for construction of any additional improvements that may be approved by Town Council.

TOWN OF PALM BEACH

Town Council Meeting on: October 14, 2014

Section of Agenda

Ordinances - Second Reading

Agenda Title

ORDINANCE NO. 13-2014 An Ordinance of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Designating an Official Town Seal; Providing for Penalties for Unauthorized Use; Providing for Severability; Providing for Repeal of Ordinances in Conflict; Providing for Codification; Providing for an Effective Date.

a. RESOLUTION NO. 165-2014 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Providing Authority for Town Staff to Use Representations of the Town Seal on Promotional Merchandise, Work Clothing Purchased Directly by the Employee, and Providing the Authority for the Town Manager to Approve the Use of Representations of the Town Seal by Employees in Certain Circumstances.

Presenter

Thomas G. Bradford, Deputy Town Manager

Supporting Documents

- **Memorandum dated October 3, 2014, from Thomas G. Bradford, Deputy Town Manager**
- **Ordinance No. 13-2014**
- **Resolution No. 165-2014**

TOWN OF PALM BEACH

Information for Town Council Meeting on: October 14, 2014

To: Mayor and Town Council

Via: Peter B. Elwell, Town Manager

From: Thomas G. Bradford, Deputy Town Manager

Re: Request for Town Manager Authorization for Use of Town Seal
Resolution No. 165-2014

Date: October 3, 2014

STAFF RECOMMENDATION

Staff requests Town Council approval for use of Town Seal in certain circumstances upon approval by Town Manager.

GENERAL INFORMATION

From time to time, the Town Seal is used on promotional merchandise given to Town employees during orientation, on service and other awards, and on give-a-ways for special Town employee events. Employees have also requested use of the seal on gifts they provide to fellow employees for holiday exchanges and retirement parties.

The ordinance as written, may not allow the use of the seal under these circumstances. We are requesting approval from the Town Council to allow use of the Town Seal as follows:

1) Town staff may use representations of the Town Seal on promotional merchandise given to Town employees during orientation, on service and other awards, and on give-a-ways for special Town employee events, upon the approval of the Town Manager or the applicable Department Director.
2) In circumstances where Town employees purchase uniforms or work clothing directly, the employee is authorized to use a representation of the Town seal on such work clothing in a manner approved by the employee's Department Director.
3) The Town Manager may approve, if he deems acceptable, requests by Town employees to use representations of the Town Seal for general gifts, holiday exchanges and retirement gifts, party favors, etc.

TOWN ATTORNEY REVIEW

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

cc: Department Directors

ORDINANCE NO. 13-2014

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, DESIGNATING AN OFFICIAL TOWN SEAL; PROVIDING FOR PENALTIES FOR UNAUTHORIZED USE; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT; PROVIDING FOR CODIFICATION; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the current Town seal was created and has been in use since 1911; and

WHEREAS, the Town Council wishes to designate its seal as an official municipal seal pursuant to Section 165.043, Florida Statute (2013), which provides for adoption of the municipal seal by ordinance; and

WHEREAS, Section 165.043, Florida Statute (2013) further provides that a seal so adopted shall be entitled to the protections afforded by that statute, including that the unauthorized use of the seal constitutes a misdemeanor of the second degree; and

WHEREAS, the Town Council of the Town of Palm Beach finds that regulating and prohibiting the unauthorized use of the Town's designated seal serves an important municipal purpose.

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

Section 1. The Code of Ordinances of the Town of Palm Beach is hereby amended at Chapter 2, Administration; Article I, In General; Section 2-1, Seal Described, to read as follows:

"Chapter 2

ADMINISTRATION

ARTICLE I. IN GENERAL

Sec. 2-1. Town Seal.

(a) *Seal Described.* The seal of the town shall be composed of two concentric circles, the outer circle being approximately $1^{7}/_{8}$ inches in diameter, and the inner circle being approximately 1¼ inches in diameter. Between such circles the following words shall appear, "Seal of the Town of Palm Beach, Florida." Within the inner circle shall appear the picture of a coconut tree with the following words and figures within and near the inner circle, "Incorporated April 17, 1911." A copy of the seal of the Town of Palm Beach is reproduced below.

(*Enlarged for viewing purposes*)

(b) *Adoption.* The Town Council of the Town of Palm Beach hereby adopts and designates the seal described and depicted in subsection (a) as the official municipal seal of the Town of Palm Beach.

(c) *Use.* The manufacture, use, display, or other employment of any facsimile or reproduction of the municipal seal, except by municipal officials or employees in the performance of their official duties, without the express approval of the governing body is a second degree misdemeanor, punishable as provided in Sections 775.082 or 775.083, Florida Statutes.

State law reference— *F.S. § 165.043.*"

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 9th day of September 2014, and for second and final reading on this 14th day of October 2014.

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

RESOLUTION NO. 165-2014

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, PROVIDING AUTHORITY FOR TOWN STAFF TO USE REPRESENTATIONS OF THE TOWN SEAL ON PROMOTIONAL MERCHANDISE, WORK CLOTHING PURCHASED DIRECTLY BY THE EMPLOYEE, AND PROVIDING THE AUTHORITY FOR THE TOWN MANAGER TO APPROVE THE USE OF REPRESENTATIONS OF THE TOWN SEAL BY EMPLOYEES IN CERTAIN CIRCUMSTANCES.

WHEREAS, the Town has adopted an Ordinance to designate an official Town seal to prevent unauthorized use; and

WHEREAS, from time to time, Town employees may request the use of the Town Seal; and

WHEREAS, it is now necessary to provide the Town Manager the authority to review and approve, if he deems acceptable, requests by Town employees to use the representations of the Town Seal in certain circumstances.

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

Section 1. The foregoing recitals are hereby ratified and confirmed.

Section 2. Town staff may use representations of the Town seal on promotional merchandise given to Town employees during orientation, on service and other awards, and on give-a-ways for special Town employee events, upon the approval of the Town Manager or the applicable Department Director.

Section 3. In circumstances where Town employees purchase uniforms or work clothing directly, the employee is authorized to use a representation of the Town seal on such work clothing in a manner approved by the employee's Department Director.

Section 4. The Town Manager shall review and approve, if he deems acceptable, requests by Town employees to use representations of the Town Seal for general gifts, holiday exchanges, retirement gifts and party favors.

PASSED AND ADOPTED in a regular, adjourned session of the Town Council of the Town of Palm Beach assembled this 14th day of October, 2014.

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

TOWN OF PALM BEACH

Town Council Meeting on: October 14, 2014

Section of Agenda

Ordinances - Second Reading

Agenda Title

ORDINANCE NO. 15-2014 An Ordinance of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Amending Chapter 54 of the Town Code of Ordinances Relating to Historical Preservation at Article II, Landmarks Preservation Commission, Section 54-41, Appeals and Review, to Provide for Appeals by Letter Based upon the Record; Providing for Severability; Providing for Repeal of Ordinances in Conflict; Providing for Codification; Providing an Effective Date.

Presenter

Thomas G. Bradford, Deputy Town Manager

Supporting Documents

- **Ordinance No. 15-2014**

ORDINANCE NO. 15-2014

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, AMENDING CHAPTER 54 OF THE TOWN CODE OF ORDINANCES RELATING TO HISTORICAL PRESERVATION AT ARTICLE II, LANDMARKS PRESERVATION COMMISSION, SECTION 54-41, APPEALS AND REVIEW, TO PROVIDE FOR APPEALS BY LETTER BASED UPON THE RECORD; 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. Chapter 54 of the Town Code of Ordinances relating to Appeals and Review by the Landmarks Preservation Commission is hereby amended at Article II, Landmarks Preservation Commission; Section 54-41, to read as follows:

"**Sec. 54-41. Appeals and review.**

The applicant or any interested party may file an appeal to the town council on any ruling by the commission or the building official made pursuant to this chapter. The appeal shall take the form of a letter addressed to the town clerk and shall be based upon the record. The appeal shall be filed or made within ten days. Appeals shall set forth the alleged inconsistency or nonconformity with procedures or criteria set forth in this chapter. The town council shall decide an appeal within 45 days of the filing of such appeal unless an extension of time is consented to by the applicant, and such filing shall suspend any building permit issued pursuant to the ruling of the commission or building official until the town council has decided the appeal. The town council may review any decision of the commission or the building official, and their disposition of the matter shall be final. Appeals filed pursuant to this section shall

be based on the record of the proceedings below and shall not be presented de novo. The time allotted for presentation of an appeal shall be determined by the town council president.

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 9th day of September 2014, and for second and final reading on this 14th day of October , 2014.

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

TOWN OF PALM BEACH

Town Council Meeting on: October 14, 2014

Section of Agenda

Ordinances - First Reading

Agenda Title

ORDINANCE NO. 14-2014 An Ordinance of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Amending Chapter 106, Streets, Sidewalks and Other Public Places; at Article II, Streets; Section 106-46 Relating to Street Repair or Lighting on Petition of Property Owners; Requiring 67% of Property Owners to Affirmatively Approve the Petition with 100% of the Cost of Improvements to Be Borne by Petitioning Property Owners; providing for Severability; Providing for Repeal of Ordinances in Conflict; Providing for Codification; Providing an Effective Date.
Deferred from the September 9, 2014, Town Council Meeting.

Presenter

Thomas G. Bradford, Deputy Town Manager

Supporting Documents

- **Memorandum dated August 29, 2014, from Thomas G. Bradford, Deputy Town Manager (originally prepared for consideration at the Town Council meeting on September 9, 2014)**
- **Ordinance No. 14-2014**

TOWN OF PALM BEACH

Information for Town Council Meeting on: September 9, 2014

To: Mayor and Town Council

Via: Peter B. Elwell, Town Manager

From: Thomas G. Bradford, Deputy Town Manager

Re: Amendment of Petition Procedures for Public Works Improvements to be Consistent with Underground Utility Petition Procedures
Ordinance No. 14-2014

Date: August 29, 2014

STAFF RECOMMENDATION

Staff recommends the Town Council adopt Ordinance No. 14-2014 intended to change codified petition procedures for Public Works improvements (road paving and decorative street lights) to be consistent with current Town Council petition procedures for underground utility projects.

GENERAL INFORMATION

Ordinance No. 14-2014 is intended to change the codified petition procedures for Public Works improvements (road paving and decorative street lights) to be consistent with current Town Council petition procedures for underground utility projects. Adopting the ordinance will provide for internal consistency relative to the handling of assessment project requests.

Currently, 67% of benefitting property owners must affirmatively sign a Town Council approved petition for a proposed neighborhood underground utilities conversion project and pay for 100 % of the cost of such work. However, for those seeking to upgrade to decorative streetlights or have their road repaved sooner than the Town paving plan calls for, the Town Code at Section 106-46 only requires a majority of property owners to affirmatively sign a petition with no regard as to who prepares it or the content thereof, only pay for 2/3 of the cost, with 1/3 borne by the General Fund. It is prudent to have the two assessment programs be consistent. This change does not affect the ability of a group of property owners to request non-decorative streetlights to be provided by the Town franchised electric service provider (FPL) for a small monthly fee to be borne by the Town.

This ordinance was approved by ORS on July 17.

FUNDING/FISCAL IMPACT

All direct costs borne by the Town to accomplish the public works improvements addressed in Section 106-46 will be paid for by the property owners whose properties benefit from the project

improvements as opposed to all property owners in Town as said improvements will be funded using special non ad valorem assessments pursuant to Chapter 90 of the Town Code and Chapter 197.3632, Florida Statutes.

TOWN ATTORNEY REVIEW

Town Attorney John Randolph has approved this proposed ordinance for legal form and sufficiency.

Attachment
cc: H. Paul Brazil, Director of Public Works
William Francis, Town Engineer
John C. Randolph, Town Attorney

N:Town Manager/ TGB/2014/Agenda Items/ Backup Memo for Ord Amending 106-46 090914 TCM

ORDINANCE NO. 14-2014

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, AMENDING CHAPTER 106, STREETS, SIDEWALKS AND OTHER PUBLIC PLACES; AT ARTICLE II, STREETS; SECTION 106-46 RELATING TO STREET REPAIR OR LIGHTING ON PETITION OF PROPERTY OWNERS; REQUIRING 67% OF PROPERTY OWNERS TO AFFIRMATIVELY APPROVE THE PETITION WITH 100% OF THE COST OF IMPROVEMENTS TO BE BORNE BY PETITIONING PROPERTY OWNERS;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. Chapter 106 of the Town Code of Ordinances relating to Streets, Sidewalks and Other Public Places is hereby amended at Article II, Streets; Section 106-46, to read as follows:

"**Sec. 106-46. Street repair or lighting on petition of property owners.**

The town council may, upon a petition prepared by Town staff and signed by ~~a majority~~ 67%of the~~, freeholders, of~~ property owners on any block or blocks or on a street or portion thereof requiring paving, repaving or grading ~~or oiling~~ of the same, grant such request within a reasonable time, charging therefor 100% of the cost of such work. ~~two thirds to the property on each side of the street at the same rate per foot, and one-third to be borne out of the general tax fund~~ to those property owners listed within said petition. The same rule shall apply as to lighting, other than regularly provided by an electric utility holding a franchise with the town."

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 14th day of October 2014, and for second and final reading on this 13th day of November, 2014.

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

TOWN OF PALM BEACH

Town Council Meeting on: October 14, 2014

Section of Agenda

Ordinances - First Reading

Agenda Title

ORDINANCE NO. 16-2014 An Ordinance of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Amending the Town Code of Ordinances at Chapter 46, Fire Prevention and Protection, Amending Article III, "Fire Prevention", in Accordance with Florida State Statute 633.202 and 633.208 the "Florida Fire Prevention Code" Adopted by the State Florida Marshal in Chapter 69A-60 of the Florida Administrative Code with Local Amendments, National Fire Protection Association Fire Code - N.F.P.A. 1, Florida 2012 Edition, and National Fire Protection Association Life Safety Code - N.F.P.A. 101, Florida 2012 Edition; Providing for Severability; Repealing All Ordinances or Parts of Ordinances in Conflict Herewith; Providing for Codification; and Providing for an Effective Date.

Presenter

Kirk Blouin, Director of Public Safety

Supporting Documents

- **Memorandum dated September 9, 2014, from Kirk Blouin, Director of Public Safety**
- **Ordinance No. 16-2014**

TOWN OF PALM BEACH

Information for Town Council Meeting on: October 14, 2014

To: Mayor and Town Council

Via: Peter B. Elwell, Town Manager

From: Kirk Blouin, Public Safety Director

Re: Amendment to Chapter 46 of the Town Code of Ordinances Relating to Fire Prevention and Protection, Amending Article III, Fire Prevention Code, Section 46-66, Codes Adopted, Copies on File
Ordinance No. 16-2014

Date: September 9, 2014

STAFF RECOMMENDATION

Fire Rescue staff recommends that the Town Council approve Ordinance No.16-2014 on first reading in accordance of Florida Administrative Code, Chapter 69A-60, the Florida Fire Prevention Code, including:

- NFPA 1, the Fire Code, Florida 2012 Edition
- NFPA 101, the Life Safety Code, Florida 2012 Edition

GENERAL INFORMATION

It is necessary that the above Codes be adopted to maintain the three year cycle mandated by the State of Florida in Chapter 633.202 and 633.208, Florida Statutes, requiring local governments to enforce statewide Florida Administrative Code Chapter 69A-60, the Florida Fire Prevention Code, as adopted by the State of Florida Fire Marshal, with Local Amendments, as the minimum Fire Safety Code, including NFPA 1, the Fire Code, Florida 2012 Edition and NFPA 101, the Life Safety Code, Florida 2012 Edition. The amendment of Chapter 46 of the Town Code of Ordinances relating to Fire Prevention and Protection at Article III, Fire Prevention Code, Section 46-66, will give the Fire Rescue Department the necessary tools to enforce fire, life and safety issues within the Town of Palm Beach limits. The last time the Town Council approved the codes used by Fire Rescue for enforcement was January 10, 2012.

FUNDING/FISCAL IMPACT

The funding relating to the adoption of this code amendment is negligible and has already been budgeted.

TOWN ATTORNEY REVIEW

The proposed Ordinance has been reviewed by the Town Attorney and approved for legal form and sufficiency.

Attachments: Ordinance No. 16-2014

ORDINANCE NO. 16-2014

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, AMENDING THE TOWN CODE OF ORDINANCES AT CHAPTER 46, FIRE PREVENTION AND PROTECTION, AMENDING ARTICLE III, "FIRE PREVENTION", IN ACCORDANCE WITH FLORIDA STATE STATUTE 633.202 AND 633.208 THE "FLORIDA FIRE PREVENTION CODE" ADOPTED BY THE STATE FLORIDA MARSHAL IN CHAPTER 69A-60 OF THE FLORIDA ADMINISTRATIVE CODE WITH LOCAL AMENDMENTS, NATIONAL FIRE PROTECTION ASSOCIATION FIRE CODE - N.F.P.A. 1, FLORIDA 2012 EDITION, AND NATIONAL FIRE PROTECTION ASSOCIATION LIFE SAFETY CODE - N.F.P.A. 101, FLORIDA 2012 EDITION; PROVIDING FOR SEVERABILITY; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, AS FOLLOWS:

Section 1. Chapter 46 of the Town Code of Ordinances, relating to Fire Prevention and Protection, is hereby amended at Article III, Fire Prevention, Section 46-66, to read as follows:

"Section 46-66. Codes adopted; copies on file.

(a) There are hereby adopted by the Town, for the purpose of prescribing regulations governing conditions hazardous to the health, safety, welfare, life and property from fire or explosion, certain codes in accordance with Florida State Statue 633.202 and 633.208 the "Florida Fire Prevention Code" adopted by the State Fire Marshal Chapter 69A-60 of the Florida Administrative Code, as may be amended, including N.F.P.A. 1 Fire Code, Florida 2012 Edition, and the N.F.P.A. 101 Life Safety Code, Florida 2012 Edition, both as modified by Chapter 69A-60 of the Florida Administrative Code, all of which are deemed adopted by reference, as fully as if set out at length herein, as the minimum fire safety code. If conflicts exist between the codes, the more stringent shall be applied at the discretion of the Director of Public Safety or his or her representatives.

(b) A copy of each of the above codes is on file and open to inspection by the public in the office of the Town Clerk."

Section 2. **Severability**

If any provision of this Ordinance or the application thereof is held invalid, such invalidity shall not affect the other provisions or applications of this Ordinance 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 14th day of October, 2014, and for second and final reading on this 13th day of November, 2014.

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

TOWN OF PALM BEACH

Town Council Meeting on: October 14, 2014

Section of Agenda

Ordinances - First Reading

Agenda Title

ORDINANCE NO. 17-2014 An Ordinance of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Amending Chapter 2, Administration, Article IX, Shore Protection Board, Section 2-615(c), Frequency of Meetings; Providing for Severability; Providing for Repeal of Ordinances in Conflict; Providing for Codification; Providing an Effective Date.

Presenter

Peter B. Elwell, Town Manager

Supporting Documents

- **Memorandum dated October 9, 2014, from Peter B. Elwell, Town Manager**
- **Ordinance No. 17-2014**

TOWN OF PALM BEACH

Information for Town Council Meeting on: October 14, 2014

To: Mayor and Town Council

From: Peter B. Elwell, Town Manager

Re: Frequency of Shore Protection Board Meetings
Ordinance No. 17-2014

Date: October 9, 2014

STAFF RECOMMENDATION

Staff recommends that the Town Council approve Ordinance No. 17-2014.

GENERAL INFORMATION

On September 9, 2014, the Town Council decided to eliminate the requirement for the Shore Protection Board to meet a minimum of four times per year, replacing that requirement with language that calls for the Shore Protection Board to meet "as needed."

Attached is Ordinance No. 17-2014, which will modify the applicable section of the Town Code to comply with the Town Council's direction.

TOWN ATTORNEY REVIEW

The Town Attorney has approved Ordinance No. 17-2014 for legal form and sufficiency.

Attachment

PBE:cek

cc: Shore Protection Board Members
H. Paul Brazil, Director of Public Works
Robert Weber, Coastal Coordinator

ORDINANCE NO. 17-2014

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, AMENDING CHAPTER 2, ADMINISTRATION, ARTICLE IX, SHORE PROTECTION BOARD, SECTION 2-615(c), FREQUENCY OF MEETINGS; 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 Town Code of Ordinances is hereby amended at Chapter 2, Administration, Article IX, Shore Protection Board, Section 2-615(c), as follows;

(c) *Frequency of meetings.* The Board shall ~~hold at least four meetings per year and more if it is deemed necessary. The Board shall determine the dates on which it shall meet.~~ meet on an irregular schedule, whenever such meetings shall be called either at the discretion of the chairman or at the direction of the Town Council.

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 on first reading this 14th day of October, 2014, and for a second and final reading on this 13th day of November, 2014.

_____	_____
Gail L. Coniglio, Mayor	Robert N. Wildrick, Town Council President
	_____
	William J. Diamond, President Pro Tem
	_____
	Richard M. Kleid, Town Council Member
	_____
	Michael J. Pucillo, Town Council Member
_____	_____
Susan Owens, Town Clerk	Penelope D. Townsend, Town Council Member