



TOWN OF PALM BEACH

TOWN COUNCIL MEETING

TOWN HALL
COUNCIL CHAMBERS - SECOND FLOOR
360 SOUTH COUNTY ROAD

AGENDA

SEPTEMBER 13, 2022

9:30 AM

Welcome

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

I. CALL TO ORDER AND ROLL CALL

Danielle H. Moore, Mayor
Margaret A. Zeidman, President
Bobbie Lindsay, President Pro Tem
Julie Araskog
Ted Cooney
Lew Crampton

II. INVOCATION AND PLEDGE OF ALLEGIANCE

III. MODIFICATIONS TO THE AGENDA

IV. APPROVAL OF AGENDA

V. PRESENTATIONS

- A. Town's 100-Year Anniversary as ICMA-recognized City**
Kirk Blouin, Town Manager

VI. COMMENTS OF MAYOR DANIELLE H. MOORE

VII. COMMENTS OF TOWN COUNCIL MEMBERS

VIII. COMMUNICATIONS FROM CITIZENS - 3 MINUTE LIMIT PLEASE

IX. APPROVAL OF CONSENT AGENDA (SEE NOTE 5)

A. MINUTES

1. Town Council Meeting Minutes Page 8
Pat Gayle-Gordon, Acting Town Clerk

August 9, 2022 Town Council Meeting Minutes
August 10, 2022 Town Council Development Review Meeting Minutes

2. Approval of Major Matters Considered by the Architectural Review Commission at its Meeting of August 24, 2022. Page 54
Wayne Bergman, Director of Planning, Zoning and Building

B. RESOLUTIONS

1. RESOLUTION NO. 110-2022 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Amending the Town of Palm Beach Master Fee Schedule by Modifying Parking Placard and Paid Parking Fees, and Providing an Effective Date. Page 84
Jane Le Clainche, Director of Finance

2. RESOLUTION NO. 111-2022 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Amending the Town of Palm Beach Master Fee Schedule by Modifying Parking Fines, and Providing an Effective Date. Page 90
Jane Le Clainche, Director of Finance

3. RESOLUTION NO. 112-2022 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving the Award of ITB No. 2022-19, Street Sweeping and Bike Trail Sweeping to Bright Star Property Maintenance Services in the Annual Amount of \$97,160 and Establishing a Five-Year Award in the Amount of \$534,590, Based on Satisfactory Performance, Mutual Agreement and Budget Authorization. Page 94
Dean Mealy, Procurement and Contract Manager

4. RESOLUTION NO. 113-2022 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving the Awarding of a Purchase Order for Milling and Paving, Town of Palm Beach Undergrounding Phases 2 and 3 South and Via Palma Roadway and Drainage Improvements to Ranger Construction Page 98

Industries, Inc. in the Amount of \$1,690,811.32 and Establishing a Project Budget of \$1,944,432.

Dean Mealy, Procurement and Contract Manager

5. RESOLUTION NO. 114-2022 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving Proposed Fixed Costs for Property, Liability, Workers' Compensation, Automobile and Ancillary Coverages for FY 2023 in the Amount of \$1,086,742 and Variable Costs in the Amount of \$1,100,000; Approving A Non-Exclusive Insurance Broker Services Agreement With Relation Insurance Service of Florida, Inc. "Relation", in the Amount of \$45,000; Approving A Non-Exclusive Insurance Broker Services Agreement with Arthur J. Gallagher Risk Management Services, Inc., "AJG," In The Amount Of \$7,500; Approving A Third Party Administration Services Agreement with Preferred Governmental Claim Solution "PGCS" In The Amount Of \$54,827; Conditioning All Matters Contained Herein Subject to Approval of The Fiscal Year 2023 Budget; and Authorizing the Town Manager To Execute the Non-Exclusive Insurance Broker Services Agreements with Relation, AJG and PGCS on Behalf of the Town.

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Dean Mealy, Procurement and Contract Manager

6. RESOLUTION NO. 115-2022 A Resolution Of The Town Council Of The Town Of Palm Beach, Palm Beach County, Florida, Approving A Purchase Order To Tyler Technologies In The Annual Amount Of \$96,500 And Establishing A Three-Year Contract Award Of \$318,450 Contingent Upon Satisfactory Vendor Performance, Mutual Agreement And Budget Authorization.

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Dean Mealy, Procurement and Contract Manager

7. RESOLUTION NO. 116-2022 A Resolution Of The Town Council Of The Town Of Palm Beach, Palm Beach County, Florida, Approving A Purchase Order To Government Jobs Inc. D/B/A NEOGOV In The Annual Amount Of \$80,000 And Establishing A Three-Year Contract Award Of \$240,000 Contingent Upon Satisfactory Vendor Performance, Mutual Agreement And Budget Authorization.

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Dean Mealy, Procurement and Contract Manager

8. RESOLUTION NO. 117-2022 A Resolution Of The Town Council Of The Town Of Palm Beach, Palm Beach County, Florida, Approving Purchase Orders To Sentinel Technologies, Inc. In A Not-To-Exceed Amount Of \$200,000.

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Dean Mealy, Procurement and Contract Manager

9. RESOLUTION NO. 118-2022 A Resolution Of The Town Council Of The Town Of Palm Beach, Palm Beach County, Florida, Approving A Purchase Order To Superior LLC. D/B/A/ Central Square In The Annual Amount Of \$210,000 And Establishing A Three-Year Contract Award Of \$693,000 Contingent Upon Satisfactory Vendor Performance, Mutual Agreement And Budget Authorization.

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Dean Mealy, Procurement and Contract Manager

10. RESOLUTION NO. 119-2022 A Resolution Of The Town Council Of The Town Of Palm Beach, Palm Beach County, Florida, Approving A Purchase Order To Municipal Code Corporation In The Annual Amount Of \$50,000 And Establishing A Three-Year Contract Award Of \$160,000 Contingent Upon Satisfactory Vendor Performance, Mutual Agreement And Budget Authorization. Page 168

Dean Mealy, Procurement and Contract Manager

11. RESOLUTION NO. 120-2022 A Resolution Of The Town Council Of The Town Of Palm Beach, Palm Beach County, Florida, Approving A Purchase Order To Electronic Data Collection CRP In The Amount Of \$48,775 And Establishing A Three-Year Award In The Amount Of \$160,000 Contingent Upon Satisfactory Performance, Mutual Agreement And Budget Authorization. Page 171

Dean Mealy, Procurement and Contract Manager

12. RESOLUTION NO. 121-2022 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving the Award of ITB No. 2022-20, Par 3 Clubhouse Renovation to Hedrick Brothers Construction Company in the Amount of \$151,453 and Establishing a Project Budget of \$166,500 and Approving an Allocation from the Par 3 Golf Fund Contingency in the Amount of \$100,000. Page 174

Dean Mealy, Procurement and Contract Manager

C. OTHER

1. Acceptance of Donation from the Palm Beach Police & Fire Foundation Page 178
Nicholas Caristo, Chief of Police
2. Request to Consider Ordinance No. 015-2022 at Public Hearing Prior to 5:00 p.m. Page 183
Wayne Bergman, Director of Planning, Zoning and Building
3. Endorse Viking Yacht Service Center Environmental Enhancement and Seagrass Restoration Project and Approve Waivers to Town Code for Construction Hours and Noise Page 185
H. Paul Brazil, P.E., Director of Public Works
4. Mayoral Letter of Approval for Edward Byrne Memorial Justice Assistance Grant (JAG) Funds Disbursement Page 191
Nicholas Caristo, Chief of Police

X. COMMITTEE REPORTS

- A. Report of the Public Works Committee Meeting Held on Thursday, August 11, 2022 Page 195
Bobbie Lindsay, Chair

XI. REGULAR AGENDA

A. Matters Pulled From Consent Agenda: If needed

B. Old Business

1. Town-wide Undergrounding Project - Review of Project and Dashboard, Summary of Project Status Page 247
H. Paul Brazil, P.E., Director of Public Works
2. Evaluation of Alternatives to Relocate Garbage and Recycling Pickup at Lake Drive Park - Update Page 263
H. Paul Brazil, P.E., Director of Public Works
3. Phipps Ocean Park Project Update Page 283
Carolyn Stone, Assistant Town Manager
 - a. Status on Project Plans, Grant and Management Agreements
Amanda Skier, President and CEO, Preservation Foundation of Palm Beach
 - b. Estimated Budget Increases Associated with Invasive Removals

C. New Business

1. Proposed 2023 Town Council Meeting Schedule Page 289
Kirk Blouin, Town Manager
2. Short-Term and Long-Term Planning for Sargassum Removal from Beaches Page 293
TIME CERTAIN: 2:00 PM
H. Paul Brazil, P.E., Director of Public Works
3. Review of a Stop Work Order Due to the Three Strike Rule at 246 Seaspray Avenue Page 298
Wayne Bergman, Director of Planning, Zoning and Building
4. Review of a Stop Work Order Due to the Three Strike Rule at 756 Hi Mount Road Page 311
Wayne Bergman, Director of Planning, Zoning and Building

XII. ORDINANCES

A. First Reading

1. Proposed Ordinance to Amend Section 42-199 of the Town Code to Include Additional Days When Construction and Landscaping Work is Prohibited Page 312

ORDINANCE NO. 004-2022 An Ordinance of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Amending Chapter 42 of the Town Code of Ordinances at Article V. Noise, Section 42-199, Hours For Construction Work at Subsection (B) Limited, To Provide Additional Limitations On Dates And Hours Of Construction and Landscaping Work; Further Amending Section 421-230, Lawn Maintenance, to Add Language Providing for Certain

Exceptions for the Use of Lawn Maintenance Equipment On The Wednesday Immediately Preceding Thanksgiving And On The Friday Immediately Following Thanksgiving; Providing For Severability; Providing For Repeal Of Ordinances In Conflict; Providing For Codification; Providing An Effective Date.

Nicholas Caristo, Chief of Police

XIII. ANY OTHER MATTERS

XIV. ADJOURNMENT

PLEASE TAKE NOTE:

- Note 1:** Please submit written comments/materials to council@townofpalmbeach.com or in person to the Town Clerk's Office, located at Town Hall, 360 South County Road. No written materials received after 3:30 p.m. on the Wednesday 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 3:30 p.m. on Wednesday will be separately distributed to the Mayor and Town Council; however, depending upon the length of the materials, the time of submittal, and other circumstances, the Mayor and Town Council may not be able to read and consider such late submittals prior to acting upon the policy matter(s) which they address.
- Note 2:** The progress of this meeting may be monitored by visiting the Town's website (townofpalmbeach.com) and clicking on "Meeting Audio" in the left column. If you have questions regarding that feature, please contact the Office of Information Technology (561) 227-6315. The audio recording of the meeting will appear within 24 hours after the conclusion of the meeting.
- Note 3:** If a person decides to appeal any decision made by this Council with respect to any matter considered at this meeting or hearing, he/she will need a record of the proceedings. For such purpose, he/she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.
- Note 4:** Disabled persons who need an accommodation in order to participate in the Town Council Meeting are requested to contact the Town Manager's Office at 838-5410 or through the Florida Relay Service by dialing 1-800-955-8770 for voice callers or 1-800-955-8771 for TDD callers, at least two (2) working days before this meeting.
- Note 5:** Items listed on the Consent Agenda will be approved by one motion of the Town Council, unless the Mayor or an individual Council Member requests that any item(s) be moved to the Regular Agenda and individually considered.
- Note 6:** All back-up material for the items listed on the agenda are posted to the Town's website and emailed to all Stay Informed subscribers on the Friday before the Town Council meeting. To access the back-up

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

PROCEDURES FOR PUBLIC PARTICIPATION

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

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

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

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

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

TOWN OF PALM BEACH

Town Council Meeting on: September 13, 2022

Section of Agenda Minutes

Agenda Title
Town Council Meeting Minutes
Pat Gayle-Gordon, Acting Town Clerk

August 9, 2022 Town Council Meeting Minutes
August 10, 2022 Town Council Development Review Meeting Minutes

Presenter

ATTACHMENTS:

- ▣ **August 9, 2022, Town Council Meeting Minutes**
- ▣ **August 10, 2022 Town Council Development Review Minutes**



MINUTES OF THE TOWN COUNCIL MEETING HELD ON AUGUST 9, 2022

I. CALL TO ORDER AND ROLL CALL

The Town Council Meeting of August 9, 2022 was called to order at 9:30 a.m. All Council Members were found to be present except Council Member Araskog.

II. INVOCATION AND PLEDGE OF ALLEGIANCE

Acting Town Clerk Gayle-Gordon gave the Invocation and Chair Zeidman led the Pledge of Allegiance.

III. MODIFICATIONS TO THE AGENDA

The following modifications were made to the Agenda:

Item No. XIII.B.3 Request Approval of Proposed Site Plan for Mid-Town Seawall Replacement will be heard after 11:00 AM

IV. APPROVAL OF AGENDA

Motion was made by Council Member Cooney and seconded by Council Member Crampton to approve the Agenda, as amended. On roll call the Motion passed 4-0 with Council Member Araskog absent.

V. RECOGNITIONS

- A. Recognition of Harry Wolin for his Service on the Underground Utilities Task Force from May 2015 to June 2022

Mayor Moore presented a plaque to Mr. Wolin for his service on the Underground Utilities Task Force.

- B. Recognition of Lewis Katz for his Service on the Underground Utilities Task Force from February 2021 to June 2022

Mayor Moore thanked Mr. Katz for his service and announced that he was unable to be in attendance.

Mayor Moore acknowledged Dan McDonnell for his service on the Code Enforcement Board.

VI. PRESENTATIONS

A. Presentation of the State of Education Report by Erica Whitfield, District 4 School Board Member

School Board Member Whitfield presented information on the impact of COVID-19 on the School District and announced that the district is once again A-rated. She spoke regarding the measures taken during the pandemic and the re-opening of schools. She spoke regarding a property tax increase that had been approved by voters to assist with mental health counseling, as well as a sales tax increase that assisted with school security and computers for every student. She provided an overview of how taxes fund education.

Mayor Moore thanked Ms. Whitfield for the presentation and for her and the School District's work.

Council Member Crampton spoke regarding the amount of funding that the Town provides to the School District and the size of the School District. He commended the School District on continuing to be an A-rated District.

Council President Pro Tem Lindsay spoke regarding an Earth Day event at Palm Beach Elementary.

VII. BOARD AND COMMISSIONS PRESENTATIONS AND APPOINTMENTS

A. Presentations By the Applicants and Appointments to the Code Enforcement Board

The following applicants made presentations to the Town Council:

Harris Fried
John McGowan
Pamela Davies

Motion was made by Council President Pro Tem Lindsay and seconded by Council Member Crampton to approve the appointment of John McGowan as a regular member of the Code Enforcement Board. On roll call the Motion passed 4-0 with Council Member Araskog absent.

Motion was made by Council Member Crampton and seconded by Council President Pro Tem Lindsay to approve the appointment of Pamela Davies and Harris Fried as

alternate members of the Code Enforcement Board. On roll call the Motion passed 4-0 with Council Member Araskog absent.

VIII. COMMENTS OF MAYOR DANIELLE H. MOORE

Mayor Moore announced that Acting Town Clerk Gayle-Gordon has an upcoming birthday. She provided statistics on the Strategic Planning Board survey that had been distributed. She announced that the City of Riviera Beach withdrew its first plan for the mooring field.

IX. COMMENTS OF TOWN COUNCIL MEMBERS

Council President Pro Tem Lindsay thanked Town staff, Mayor Moore and residents for their efforts in advocating against the City of Riviera Beach's mooring plan.

Council President Zeidman spoke regarding a water quality report that was distributed by the City of West Palm Beach. She announced that there will be a Public Safety Citizens Academy occurring soon. She expressed appreciation to those who assist with communication and spoke regarding the Town website and those who watch the meetings online. She spoke regarding media outlets, The Palm Beach Daily News and the Palm beach Civic Association who write synopses of what the Town Council has considered and voted on. She expressed appreciation to the Civic Association for Palm Beach TV. She also thanked the Palm Beach Police Department and Chief Caristo for their expeditious and exemplary response to keep Palm Beach as safe even during recent events which put an unexpected drain on resources.

X. COMMUNICATIONS FROM CITIZENS

John David Corey, 426 Australian Avenue, expressed appreciation for the Café Permit process and spoke in support of ensuring that there is not an increase in total restaurant capacity.

XI. APPROVAL OF CONSENT AGENDA

Motion was made by Council Member Crampton and seconded by Council Member Cooney to approve the Consent Agenda. On roll call the Motion passed 4-0 with Council Member Araskog absent.

A. MINUTES

1. Town Council Meeting Minutes
Pat Gayle-Gordon, Acting Town Clerk
 - a. July 12, 2022 Town Council Meeting Minutes
 - b. July 13, 2022 Town Council Development Review Meeting Minutes

- c. July 13, 2022 Special Town Council Meeting - Closed Door Session
- d. July 14, 2022 Special Town Council Meeting Minutes

- 2. Approval of Major Matters Considered by the Architectural Review Commission at its Meeting of July 27, 2022.
Wayne Bergman, Director of Planning, Zoning and Building

B. RESOLUTIONS

- 1. RESOLUTION NO. 088-2022 A Resolution of The Town Council Of The Town Of Palm Beach, Palm Beach County, Florida, Approving The Award Of RFI No. 2022-HCS, On-Site Occupational Health Clinic To Concentra In The Amount Of \$344,635 For The Initial Year, \$315,348 For Year Two, \$331,115 For Year Three And \$347,671 For Year Four For A Potential Four-Year Award In The Amount Of \$1,338,769 Based On Satisfactory Performance And Budget Authorization
Dean Mealy, Procurement and Contract Manager
- 2. RESOLUTION NO. 098-2022 A Resolution Of The Town Council Of The Town Of Palm Beach, Palm Beach County, Florida, Approving The Award Of Purchase Orders To ZoneCo, LLC In The Amount Of \$250,000 And The Corradino Group, Inc In The Amount Of \$100,000 For Planning Services For Code Reform And Approval Of An Allocation Of \$350,000 From The General Fund Contingency
Dean Mealy, Procurement and Contract Manager

XII. COMMITTEE REPORTS

- A. Report of the Business and Administrative Committee Meeting Held on July 15, 2022
Lew Crampton, Chair

Chair Crampton addressed the lack of back up for the item. He provided an update on the paid parking policy discussion by the Committee. He spoke regarding the direction of the Committee to move toward paid parking town-wide using the ParkMobile app. He stated that they are researching incentives for residents and using dynamic pricing. He spoke regarding the various issues that they are researching and spoke regarding working with community stakeholders on how best to implement it. He spoke regarding also addressing valet parking and regulated parking on the 300 block of Sunset Avenue and 300 block of Royal Poinciana Way, adjacent to Bradley Park.

Council President Pro Tem Lindsay spoke regarding being able to give residents discounts on paid parking. She addressed options for valet. She expressed appreciation for the input from the business owners and Worth Avenue Association.

Council Member Cooney inquired about the parking rate fee increase and when that will be coming back to Town Council. In response to Council Member Cooney's inquiry, Chair Crampton spoke regarding the proposed increase.

Council President Zeidman provided background information on the BAC addressing this issue and commended the committee on their work. She addressed the question of why Town residents will pay a different rate than non-residents.

Chair Crampton expressed appreciation to Town staff for their assistance on this issue.

In response to a question regarding the preferential parking rates, Town Attorney Randolph and Town Manager Blouin responded regarding the issue.

Chair Crampton directed staff to finalize the draft Report and return with it to the August 10, 2022, Development Review meeting for approval.

The Town Council directed the Town Manager to work with the BAC to design a Town-wide paid parking program and bring back to the Town Council for approval.

XIII. REGULAR AGENDA

A. Matters Pulled From Consent Agenda: If needed

B. Old Business

1. Town-Wide Undergrounding Project
H. Paul Brazil, P.E., Director of Public Works

a. Review of Project and Dashboard, Summary of Project Status

Patricia Strayer, Town Engineer, announced that all conversions for Phase 2 South have been completed. She provided an update on chicanes in Phase 7. Discussion ensued regarding the chicanes.

Town Engineer Strayer spoke regarding Wi-Fi equipment that has been placed in a spot that has elicited complaints from an adjacent property owner. She answered Council Members' questions. Council Member Cooney spoke in support of changing the color of the fence surrounding the equipment to black. Council President Pro Tem Lindsay spoke in support of planting more mature landscaping to better screen it. Mayor Moore spoke regarding the potential for the property owner to pay for the equipment to be moved and Mr. Blouin spoke regarding having property owners pay to move equipment. The Town Council provided consensus to work on a solution with either using landscaping or having the property owners pay to move the equipment.

b. Suggested Modifications for Application for Abandonment of Dedicated Public Property Within the Town of Palm Beach.

Town Engineer Strayer provided background information on the item. Council President Pro Tem Lindsay provided further insight into the issue. In response to questions by Ms. Lindsay, Director of Public Works, Paul Brazil, provided information on the potential for notifying property owners on the abandonment of their rear easements. Discussion ensued regarding the complicated process for property owners and the Town to obtain accurate utility easement information. Mr. Brazil provided additional information on the process for obtaining information from the utilities on the utility easements. In response to Ms. Lindsay, Ms. Strayer provided clarification on the updated application process. Ms. Lindsay spoke in support of the updated application. Town Manager Blouin provided further clarification.

The City Council recessed at 11:13 a.m. and reconvened at 11:20 a.m.

The following item was heard out of order of the agenda:

3. Request Approval of Proposed Site Plan for Mid-Town Seawall Replacement

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

Director Brazil introduced Mark Marsh and Guy Vasquez, Bridges, Marsh & Associates Architects, who presented the proposed seawall replacement project and answered Council Members' questions.

Council Member Cooney spoke regarding the width of the seawall and the issue of individuals sitting on the wall. Mr. Brazil, Mr. Vasquez and Mr. Blouin responded. In response to a question from Mr. Cooney regarding the gates and landscape/hardscape, Mr. Marsh and Mr. Brazil responded. Mr. Cooney spoke in support of ensuring that the landscape improvements be made cohesively.

Council President Pro Tem Lindsay spoke regarding the importance of looking at these projects as a whole, including landscaping and aesthetics. She spoke regarding this particular project being in a highly visible and historical portion of Town. She spoke regarding issues that have been raised by the Director of Planning, Zoning and Building concerning views, specifically through the Clock Tower. Mr. Marsh and Mr. Vasquez responded. Mr. Brazil requested that the Council allow staff to continue through ARCOM for the seawall at this time.

Director of Planning, Zoning and Building Wayne Bergman spoke regarding the proposed project and addressed design concerns in certain areas.

Mayor Moore requested clarification of the process and the various agency approvals that are necessary, to which Mr. Brazil responded. She spoke in support of the seawall concept approval moving forward and spoke in support of the terrace and looking at the project as a whole.

Council Member Cooney spoke in support of moving forward with the seawall concept. He spoke regarding looking at potential improvements for pedestrian crosswalks.

Council President Zeidman spoke in support of moving forward with the seawall concept, but expressed concern over the loss of the balustrade and the view in portions of the project.

The Town Council provided consensus to move forward with the seawall concept with the request to review the balustrade, the alteration in view and aesthetic issues.

2. Update on Florida Department of Transportation Projects within the Town of Palm Beach
H. Paul Brazil, P.E., Director of Public Works

Town Engineer Strayer and Director Brazil provided background information on the item.

Council Member Crampton spoke in opposition to the FDOT project proposal and requested that a letter from the Mayor be sent to FDOT to express opposition to the widening of the road and bike path in the South end of Town.

Council President Pro Tem Lindsay spoke in opposition to the proposed bike path and widening and stated that she feels that it is an urbanization of the Town.

Council President Zeidman and Council Member Cooney expressed agreement with Mr. Crampton and Ms. Lindsay.

Mayor Moore spoke regarding FDOT staff attempting to increase the amount of bike lanes, but spoke in support of sending the letter up the FDOT chain of command to express opposition to the proposed project.

Town Manager Blouin provided further insight into the project and stated that Town staff will work with the Mayor on addressing this issue. He stated

that there is a meeting with FDOT in the upcoming week and this issue will be mentioned at that meeting.

Discussion ensued regarding the inappropriateness of a bike lane in the proposed area.

Ms. Strayer provided information on the FDOT paving project in Town that will include sidewalk replacement from Brazilian Avenue to Royal Palm Way. She spoke regarding FDOT designing mast arms that will need to be approved by the Town. Discussion ensued regarding the potential costs of the mast arms to the Town. Ms. Strayer spoke regarding a lighting study that was conducted by FDOT. She expressed appreciation for the cooperation of the FDOT team with which she met. Discussion ensued regarding the brightness and type of lights that will be proposed.

Town Engineer Strayer provided further updates on other FDOT projects.

C. New Business

1. Request Approval of Proposed Modification to Parking Area Within East Parking Lot of Par 3 Facilities
H. Paul Brazil, P.E., Director of Public Works

Director Brazil provided background information on the item. He requested Council's consent to take a proposed modification to the parking area to ARCOM for approval.

Council President Pro Tem Lindsay spoke in support of taking the proposed plan to ARCOM. She spoke in support of looking at the other side of the property in anticipation of future needs.

Council Member Crampton expressed concern for the complexity of the proposed plan, to which Mr. Brazil responded. He spoke in support of looking at longer term solutions and spoke regarding looking at reducing the size of the driving range and looking at alternatives across the road.

Mayor Moore spoke regarding looking at options across the road and other items that will need to be done that impact the cost.

The Town Council provided consensus to direct staff to move forward with the proposed parking modifications to ARCOM.

The following item was taken out of order of the agenda:

3. Lake Drive Park Donations Acceptance and Donor Signage Overview
Carolyn Stone, Assistant Town Manager

Assistant Town Manager Stone provided an overview of the item.

a. Review of Donations Received to Date for Lake Drive Park

Ms. Stone provided a review of the donations.

Motion was made by Council Member Cooney and seconded by Council Member Crampton to accept the donation of \$1,932,000. On roll call the Motion passed 4-0 with Council Member Araskog absent.

b. RESOLUTION NO. 099-2022 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving an agreement between national philanthropic Trust and Town of Palm Beach for a Donor Gift to Lake Drive Park

Assistant Town Manager Stone provided background information on the item.

Motion was made by Council Member Crampton and seconded by Council President Pro Tem Lindsay to approve Resolution No. 099-2022. On roll call the Motion passed 4-0 with Council Member Araskog absent.

Discussion ensued regarding Ms. Stone's work on getting the donor to accept the terms of the agreement.

c. Proposed Donor Signage

Ms. Stone presented the proposed signage.

Council Member Crampton spoke in support of the proposed signage.

Council President Pro Tem Lindsay spoke in support of the plaques being placed in the park. She spoke regarding the importance of inspecting the plaques to ensure they are being properly maintained.

Mayor Moore spoke in support of listing out all donors who did not designate a purpose on a single plaque and spoke regarding this item going before the Landmarks Preservation Commission.

The following items were heard out of order of the agenda:

XIV. ORDINANCES

A. Second Reading

1. Proposed Ordinance to Amend Chapter 74, Parks and Recreation, to Modify Use of the Public Beaches

ORDINANCE NO. 012-2022 An Ordinance of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Amending the Town Code of Ordinances at Chapter 74, Parks and Recreation, Article II, Division 3., Regulation of Use of Public Beaches, Section 74-193, Drinking to Retitle Said Section to Read Drinking and Smoking So As To Prohibit Drinking of Intoxicating Beverages and Smoking of Cigarettes or any Tobacco Product With The Exception of Unfiltered Cigars Upon The Public Beaches In The Town; Further, Creating A New Article VII Titled Smoking In Public Parks, Creating A New Section 74-284 Titled Prohibition Of Smoking, So As To Prohibit The Smoking Of Cigarettes Or Any Tobacco Product Excepting Unfiltered Cigars In The Public Parks In The Town; Providing A Penalty; Providing For Severability; Providing For Repeal Of Ordinances In Conflict; Providing For Codification And Providing An Effective Date.

Nicholas Caristo, Chief of Police

Town Attorney Randolph read the title of the ordinance.

Mayor Moore requested clarification regarding vaping, to which Mr. Randolph responded.

Council President Pro Tem Lindsay spoke regarding the specificity of this ordinance.

Motion was made by Council Member Crampton and seconded by Council President Pro Tem Lindsay to adopt Ordinance No. 012-2022 on Second Reading. On roll call the Motion passed 4-0 with Council Member Araskog absent.

2. Proposed Ordinance to Amend Chapter 74, Parks and Recreation, to Modify Closures of Recreational Areas

ORDINANCE NO. 014-2022 An Ordinance of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Amending Chapter 74, Parks and Recreation, by Creating New Article VI – Recreational Area Closures, and by Adding Sec. 74-282 and 74-283; Providing for Severability; Providing for the Repeal of Ordinances in Conflict; Providing for Codification; and Providing an Effective Date.

Nicholas Caristo, Chief of Police

Town Attorney Randolph read the title of the ordinance.

Motion was made by Council Member Crampton and seconded by Council Member Cooney to adopt Ordinance No. 014-2022 on Second Reading. On roll call the Motion passed 4-0 with Council Member Araskog absent.

The Town Council recessed at 12:42 p.m. and reconvened at 2:00 p.m.

2. Mechanical Equipment on the Beach During Sea Turtle Nesting Season
TIME CERTAIN: 2:00PM
H. Paul Brazil, P.E., Director of Public Works

Director Brazil provided background information on the mechanical equipment that is allowed on the beach during sea turtle nesting season. He spoke regarding the work done by the Town's sea turtle monitoring contractor and the manual that is used for best management practices. He spoke regarding the Town's Police Department use of ATVs on the beach and the beach cleaning work that is done. He explained what other municipalities do for beach cleaning. He spoke regarding possible recommendations for beach cleaning procedures. He introduced Dr. Lainie Edwards from the Florida Department of Environmental Protection and Dr. Robbin Trindell from the Florida Fish and Wildlife Conservation Commission.

Dr. Edwards provided background information on FDEP's permitting of beach cleaning equipment and requirements for beach cleaning activities. Dr. Trindell provided additional information on requirements for allowing beach cleaning activities during sea turtle nesting season. She spoke regarding the sea turtle monitoring program. Dr. Edwards and Dr. Trindell answered questions from Director Brazil regarding the best management practices and the beach monitoring plan, nest marking, beach nourishment projects, and the removal of seaweed from the beach.

Dragana Connaughton, Palm Beach, requested that the contracts for inlet dredging and beach nourishment have specific dates outside of sea turtle nesting or shorebird nesting and that heavy equipment be brought in by barge. She emphasized the negative impacts of heavy equipment on the nests. She spoke regarding ensuring there is a review of the monitoring plan and the activities being done.

Jamie Crowley, on behalf of the Breakers, spoke regarding the procedures and protections being made by the contractor that conducts beach cleaning for the Breakers.

Jimmy Zisson, Palm Beach, spoke in support of condos doing hand raking beach cleaning rather than using tractors.

Eric Reichert, Vice President of Palm Beach Hampton Condominium, spoke regarding the importance of being able to use mechanical cleaning on the beaches.

Bettina Anderson, Palm Beach, expressed concern over repeated issues of dogs on the beach digging up nests, individuals digging umbrellas in nests, deep tractor tracks and light pollution on the beach. She spoke in support of hand raking of the beaches rather than using mechanical equipment. She spoke regarding the importance of the Police Department and Code Enforcement enforcing the Code in regards to sea turtle protection.

Bram Majtlis, Vice Chair of the Citizens Association of Palm Beach, spoke in support of continuing to allow mechanical beach cleaning and expressed concern over the costs and other issues with requiring hand raking.

Brian Galvin, Delray Beach, Friends of Palm Beach, spoke regarding the procedures for the UTV use of the Friends of Palm Beach. He expressed concern over the use of heavy machinery to clean the beaches.

Dave Roland, Owner of Beachraker, spoke in support of helping to protect sea turtles and addressed his company's procedures for use of tractors on the beaches. He spoke regarding the difficulties with conducting hand raking of the beaches.

Bob Meister, Palm Beach, expressed concern over the lack of police protection, specifically in relation to enforcing codes and laws on the beach. He expressed concern over the amount of seaweed on the beach causing problems for turtle hatchlings.

Council Member Crampton stated that everyone is doing their job and complying with State laws. He stated that there is no evidence that the turtles are being harmed. He spoke in support of better public information and education on what to do and what not to do in relation to sea turtles. He expressed concern over restricting using mechanical equipment to clean the beaches due to the issues with requiring hand raking.

Council President Pro Tem Lindsay spoke regarding historical issues with not having enough sand on the beaches. She spoke regarding a lack of public education due to an increase in visitors and individuals moving into Town from other places. She spoke regarding the serious problem with the large increase of sargassum that is impacting South Florida as well as other areas and she spoke regarding the necessity to have it removed from the beach. She spoke in support of posting signs to provide education to the public regarding sea turtles. She spoke regarding the Shore Protection Board working on the education component and that there are many

successful nests, but there is room for improvement with regards to public education.

Council President Zeidman stated that she feels that individuals have the right to clean the beach as long as they are following the State laws and permitting process. She expressed concern over requiring hand raking. She spoke regarding the Breakers' process. She spoke in support of the work being done by the Friends of Palm Beach. She spoke in support of the monitoring being done by the Breakers. She spoke regarding the issue with the drastic increase in sargassum and spoke in support of increasing monitoring prior to mechanical cleaning.

Council Member Crampton spoke in support of planning ahead for removal of the sargassum in the annual budget. Director Brazil spoke regarding Staff looking into the permitting and cost for the Town. He addressed the process and procedures the Town would take to clear the sargassum.

Mayor Moore spoke regarding clearing the seaweed which may help some turtles and harm others. She spoke regarding the copious amounts of seaweed that needs to be cleared. Mr. Brazil spoke regarding using the sea turtle monitors during the removal process. Mayor Moore spoke regarding Mr. Meister contacting Code Enforcement regarding lighting violations.

Council President Pro Tem Lindsay spoke in support of moving quickly on the removal due to the amount of seaweed on the beaches and the impact on the sea turtles and hatchlings.

Town Manager Blouin spoke regarding the direction to move forward on getting an expedited permit, logistics and cost. He clarified that the Council has not provided consensus to move forward with an ordinance to restrict mechanical equipment for beach cleaning during sea turtle season.

Council President Zeidman requested clarification from Town Attorney Randolph regarding ensuring that the beaches on private property are being kept clean, to which he responded.

Council President Pro Tem Lindsay spoke regarding areas on the North end with large amounts of sargassum which are on sovereign lands.

Council President Zeidman spoke regarding much of the areas that need to be cleaned that are on private property. She spoke in support of putting up signs at the Town's public beaches to educate the public on sea turtles and Mr. Brazil spoke regarding being able to temporarily install signage at public accesses. Council President Pro Tem Lindsay spoke regarding Diane Buhler attempting to obtain signage from the County, to which Mr. Brazil responded.

Dragana Connaughton spoke in support of looking at what some of the Caribbean countries have done to address this issue due to problems with removing too much sand with the sargassum. She spoke regarding the possibility of burying it and emphasized the importance of looking deeply into the issue.

Anne Pepper, Palm Beach, spoke in support of private property owners using hand raking on the beach when possible.

XV. ANY OTHER MATTERS

There were no other matters.

XVI. ADJOURNMENT

The Town Council Meeting of August 9, 2022 was adjourned at 4:09 PM by Motion made by Council Member Crampton and seconded by Council Member Cooney but without benefit of a Roll Call.

APPROVED:

Margaret A. Zeidman, Council President

ATTEST:

Pat Gayle-Gordon, Acting Town Clerk



TOWN OF PALM BEACH

Minutes of the Development Review

Town Council Meeting

Held on August 10, 2022

I. CALL TO ORDER AND ROLL CALL

The Development Review Town Council Meeting was called to order August 10, 2022 at 9:32 a.m. On roll call, all elected officials were found to be present, with Council Member Council Member Araskog participating on Zoom.

II. INVOCATION AND PLEDGE OF ALLEGIANCE

Deputy Town Clerk Churney gave the invocation. Council President Council President Zeidman led the Pledge of Allegiance.

III. COMMENTS OF MAYOR DANIELLE H. MOORE

Mayor Moore thanked Intern Jordan Belfour who worked with the Town of Palm Beach over the summer months. She acknowledged his efforts in the work that he completed in the Town.

IV. COMMENTS OF TOWN COUNCIL MEMBERS

Council President Pro Tem Lindsay reminded everyone that Public Works Committee would be meeting the next day at 9:30 a.m.

Council Member Araskog congratulated Antonette Fabrizi on her promotion with the Town. She also welcomed Deborah Jones as the new addition in the Town Manager's Office.

Council President Zeidman thanked the Police Department who handled all the recent

issues in the Town. She stated that the recent event at Mar-a-Lago by the FBI was not made known to our police beforehand, yet our police were able to respond efficiently and effectively to keep the community safe. While this presented a draw on our public safety manpower resources, the police were able to maintain the safety of the town and at the same time be responsive to the ongoing situation.

Council President Zeidman spoke regarding a lack of backup from ZoneCo. She stated that two residents had asked why there was no back up for them to read. She provided clarification on the process and reminded residents that the meeting was time certain so that they could listen; additionally, the meeting was recorded. She provided clarification on when the public would get to meet ZoneCo, and she explained that it would be in October.

V. COMMUNICATIONS FROM CITIZENS - 3 MINUTE LIMIT PLEASE

Reina Topp, Regency Party Rentals, expressed concern over her company's business being included in construction working hours. She further identified the issues that she had been experiencing with the requirements.

Council Member Cooney requested if staff could work with Ms. Topp to resolve the issue. Mr. Bergman confirmed staff would coordinate with Ms. Topp. Ms. Topp stated that Code Enforcement had informed her company that they would be subject to the construction hours when working under a building permit. Council Member Crampton confirmed that this issue needed a compromise. Discussion ensued regarding this issue. Council Member Council Member Araskog wondered if this issue should be reviewed by ORS.

APPROVAL OF AGENDA

Director of Planning, Zoning and Building Wayne Bergman read the following requested modifications:

Deferral of ZON-22-017, 1237 N. Lake Way to the September 14, 2022 meeting

Deferral of ZON-22-071, 124 Cocconut Row to the September 14, 2022 meeting

Withdrawal of ZON-22-083, 965 N. Ocean Blvd.

Withdrawal of ZON-22-064 742 Slope Trail

Deferral of ZON-22-078 231 Bradley Place to the September 14, 2022 meeting

Deferral of ZON-22-088 240 Oleander Avenue to the September 14, 2022 meeting

Deferral of ZON-22-093 1356 N. Ocean Blvd. to the October 12, 2022 meeting

Deferral of ZON-22-105 150 Seminole Avenue to the September 14, 2022 meeting

Motion made by Council Member Crampton and seconded by Council President Pro Tem Lindsay to approve the agenda as amended. Motion carried unanimously, 5-0.

The following item was added to the agenda as a continuation from the August 9, 2022 Town

Council Meeting:

Report of the Business and Administrative Committee Meeting Held on July 15, 2022
Lew Crampton, Chair

Motion made by Council Member Cooney and seconded by Council Member Crampton to accept the report of the Business and Administrative Committee Meeting held on July 15, 2022. Motion carried unanimously, 5-0.

The following item was heard out of order of the agenda:

VI. DISCUSSIONS

A. Discussion of Landscape Contractor Hours During the Thanksgiving Holiday

Council Member Araskog stated she placed this on the agenda in light of Mr. Boodheshwar's departure. Discussion ensued regarding the new landscape contractor hours and the impact on service for residents during that weekend.

Colin Goldsmith, Botanica Landscaping, spoke regarding work they completed on the busy Thanksgiving weekend; he expressed concern over the inability of the landscaping companies to work during that weekend.

Scott Lewis, Scott Lewis Gardening, stated it would cause a serious impact on service to residents during that weekend. He spoke regarding landscape companies being the only service company that was impacted by this ordinance.

Council Member Crampton stated that he understood the concerns and indicated that he would be inclined to allow them to operate on Wednesday and Friday of Thanksgiving weekend.

Mayor Moore stated that she believed that quiet work should be allowed on the Wednesday and Friday adjacent to the Thanksgiving holiday. She also stated that because the Thanksgiving holiday was so busy, there may also need to be consideration given to Saturday morning.

Council President Pro Tem Lindsay thought that quiet work would be fine.

Council President Zeidman asked the landscaping professionals if adding 4 hours on Wednesday and 8 hours of quiet work on Friday would be acceptable.

Council Member Araskog stated that she believes that 8 hours of normal working on Wednesday was a reasonable request.

After the discussion, a consensus of the Town Council was to direct staff to amend the ordinance to allow a full day of regular work on the Wednesday prior to the Thanksgiving holiday, and to allow 4 hours of regular work and 4 hours of quiet work on the Friday following the Thanksgiving holiday.

VII. PRESENTATIONS

A. Code Review Update

TIME CERTAIN - 10:00 A.M.

Sean Suder, ZoneCo, provided his plans to move forward with the code review update.

Council President Pro Tem Lindsay requested if the September discussion on the R-B district would include recommendations of actions that could be taken, to which Mr. Suder responded.

Council Member Araskog inquired if the joint session should be held in October due to more residents being in Town, to which Mr. Suder responded.

Council President Zeidman spoke in support of Mr. Suder returning in September with the list of items that they will be addressing. She stated that she would not want to act on any items until there was public input.

Council Member Crampton spoke in support of trusting the process and getting all the relevant information and obtaining public comment.

VIII. DISCUSSIONS

B. Discussion of Landscape Contractor Hours During the Thanksgiving Holiday

This item was heard previously on the agenda.

C. Discussion of Possible Text Amendment for Parking Garages in the R-C District

Maura Ziska, attorney for the Brazilian Court Hotel, discussed the proposal of a parking garage, the number of variances the garage would require, and staff's recommendation to initiate a zoning text amendment.

James Murphy, Assistant Director of PZB, discussed staff review of the project. He asked the Town Council if this project and similar future projects should be brought to the Town Council for approval as a single application or if the Council thought a text amendment was more appropriate.

Deputy Town Clerk Churney administered the oath at this time and throughout the meeting as needed.

Megan Ford Taylor, Tralongo & Taylor, presented the architectural plans proposed for the new parking structure.

Mayor Moore inquired about the entrance location of the parking garage, to which Ms. Taylor responded.

Council Member Crampton asked staff for their opinion of the idea of a text amendment and requested an elaboration of any downfalls. Mr. Murphy responded and explained that this amendment would not be creating spot zoning. Council Member Crampton spoke in support of the concept of the text amendment.

Council Member Cooney spoke in support of the concept of the text amendment.

Council President Pro Tem Lindsay expressed concern for a text amendment in this neighborhood since it was residential. She was cautious about allowing this but added she would keep an open mind in her consideration.

Council President Zeidman expressed concern over a zoning text amendment in this area but spoke in support of the concept. She asked staff if there was a way to reduce the number of variances that would be required for the proposed project. Mr. Murphy stated he could work with the professionals to possibly revise the design to reduce the variances. Ms. Zeidman spoke in support of the Town Council having the authority to look at these items on an individual basis rather than creating a text amendment; she added that she was open to reviewing the proposal.

Council Member Araskog spoke in support of the project going through the variance process to allow for public comment. She spoke in opposition to a text amendment and stated that she thought the Town Council should review many aspects of the project.

Council President Pro Tem Lindsay spoke regarding the two sides of this issue. She spoke regarding the large number of variances that would be required.

Council Member Crampton stated that the text amendment was not for one specific project. He stated that he looked at it as another tool in the toolbox and stated that the normal reviews of any project would still take place.

Town Attorney Randolph stated that with this zoning text amendment, the Council was only indicating if this was something that they would consider.

Director Bergman stated that the zoning text amendment would allow the project to come to the Town Council as a special exception rather than be presented with numerous variances.

Mayor Moore spoke in support of considering the zoning text amendment.

Council Member Cooney stated that the zoning text amendment could be made more restrictive and spoke in support of considering it.

Council Member Araskog thought that a variance needed to have a hardship and a special exception is much easier to approve. She expressed concerned about increasing the traffic in the area. She stated she was not in favor of the proposal.

Town Attorney Randolph and Assistant Director Murphy clarified Council's direction.

Please note: A short break was taken at 10:59 a.m. The meeting resumed at 11:14 a.m.

D. Discussion of Possible Code Corrections

Mr. Bergman discussed a list of ten code corrections for the Town Council to consider. He asked them to review the top three at today's meeting, which were a change to business tax receipts, flood plain variances, and subdivision and lot splits.

Council Member Cooney offered his support for the items, in particular, for moving

the approval of the flood plain variances to the Landmarks Preservation Commission. He thought the requests were outside of the items being considered by ZoneCo.

Council President Pro Tem Lindsay agreed with Council Member Council Member Cooney and offered her support. She thought all three requests were reasonable and understood the changes would return in ordinance form.

Mayor Moore agreed with both Council President Pro Tem Lindsay and Council Member Cooney and thought that most of these were common sense changes.

Council Member Araskog agreed the proposed changes made sense. She asked staff to confirm that the proposed changes would return to them for an approval. Mr. Bergman provided confirmation.

After a short discussion, a consensus of the Town Council was to direct staff to return to with an ordinance change related to special exceptions required for certain business tax receipts, floodplain variances to be considered by the Landmarks Preservation Commission, and subdivisions and lot splits.

The following items were heard out of order of the agenda:

B. Time Extensions and Waivers

1. Time Extension for 254 N. County Road

Director Bergman provided the information on the proposed time extension.

Cory Meyer, Nievera Williams Design, explained the reason for the time extension request.

Council Member Cooney confirmed that the applicant did not apply for the extension from the state due to the Emergency order. Mr. Bergman stated that was correct.

Council Member Araskog inquired about the wall and the potential maintenance of the wall. Mr. Meyer responded. Council Member Araskog spoke in support of the request.

Motion made by Council Member Cooney and seconded by Council Member Crampton to approve the one-year time extension for 254 N. County Road. Motion carried unanimously, 5-0.

IX. DEVELOPMENT REVIEWS

A. Appeals

1. ARCOM Appeal of 301 Polmer Park Road

M. Timothy Hanlon, attorney for several neighbors on Polmer Park Road, provided his arguments on why the ARCOM approval should be overturned.

Maura Ziska, attorney for Richard True, argued that the easement was dedicated to FPL and was 2 to 3 weeks away from completing the office demolition. She stated that ARCOM reviewed the architecture, and Mr. Hanlon's arguments were not under ARCOM's purview. She added that she would submit a landscape-screening plan.

Mr. Hanlon provided further information on the concerns of the neighbors.

Town Attorney Randolph sought clarification of the argument by Mr. Hanlon. Mr. Bergman stated that the demolition permit had been issued.

Mr. Murphy spoke regarding the lack of a construction staging plan. Discussion ensued regarding what the process would be if it were deemed that the approval was premature.

Council Member Cooney expressed concern that certain conditions were not met prior to the lot split. Ms. Ziska provided an explanation to the lot split.

Council President Pro Tem Lindsay spoke in support of sending this item back to ARCOM.

Discussion ensued regarding the requirement for construction staging and screening plan being in place prior to ARCOM approval and the fact that it was not included in this project. Mr. Murphy provided clarification that the construction staging, and screening plans were included in the file of the project. Mr. Hanlon stated that he did not believe that the construction staging plan was inadequate.

Council Member Araskog spoke in support of sending the item back to ARCOM.

Council Member Cooney inquired if the screening and staging plan were two separate items. Mr. Murphy stated that both plans were individual sheets in the record. Council Member Cooney asked if staff believed the lot split had been completed, to which Mr. Murphy responded.

Council Member Crampton spoke regarding the process for approval. He spoke in opposition to sending the item back to ARCOM and instead stated that it should be moved forward to regulatory agencies to ensure that the project is done correctly.

Council President Pro Tem Lindsay requested clarification that the building permits could not be issued until the conditions of approval have been met. Mr. Bergman provided clarification of the demolition permit that was issued.

Council Member Araskog asked if Town Attorney Randolph could answer the question asked by Mr. Hanlon. Mr. Hanlon repeated his question.

Motion made by Council Member Cooney and seconded by Council Member Crampton to deny the ARCOM appeal of 301 Polmer Park Road. Motion carried, 3-2 with Council Member Araskog and Council President Pro Tem

Lindsay dissenting.

B. Time Extensions and Waivers

1. Time Extension for 254 N. County Road

This item was heard previously, out of order of the agenda.

2. Time Extension for 2320 Old S. Ocean Blvd.

Director Bergman provided the information on the proposed time extension.

Joshua Berkoff, Berkoff Construction, explained the reason for the time extension request.

Council Member Crampton spoke regarding this project abutting his residence.

Motion made by Council President Pro Tem Lindsay and seconded by Council Member Crampton to approve the time extension through September 20, 2023. Motion carried unanimously, 5-0.

3. Time Extension for 236-238 Phipps Plaza

Director Bergman provided the information on the proposed time extension.

Scott Butler, Butler Construction, explained the reason for the time extension request.

Council Member Araskog requested that any issues from the neighbors to go to Director Bergman be added to the motion.

Motion made by Council Member Crampton and seconded by Council Member Cooney to approve the time extension through June 30, 2023. Motion carried, 4-1 with Council Member Araskog dissenting.

C. Variances, Special Exceptions, and Site Plan Reviews

1. Old Business

The following item was heard out of order of the agenda:

- g. **ZON-22-089 (ARC-22-129) 515 N LAKE WAY (COMBO) - VARIANCES** The applicant, Roberto and Joanne DeGuardiola (Contract Purchaser), has filed an application requesting Town Council review and approval for variances for (1) to exceed the first story east rear yard setback encroachment, (2) to exceed second story east rear yard setback encroachment, (3) to permit a swimming pool in west front yard setback where swimming pools are prohibited, (4) second story west front yard setback encroachment, (5) second story south street side yard setback encroachment, (6) to exceed the maximum Cubic Content Ratio (CCR), (7) to exceed maximum angle of vision on N Lake Way, and (8) to exceed

site wall height in front and street side yards; in conjunction with the conversion of a 1-story residence to a 2-story residence. The Architectural Commission will perform design review of the application. [Architectural Review Commission Recommendation: Implementation of the proposed variance will not cause negative architectural impact to the subject property. Carried 5-2.] [The Architectural Review Commission approved the project with conditions. Carried 6-1]

Mayor Moore, Council President Zeidman, Council Members Cooney and Araskog declared ex parte communications.

Maura Ziska, attorney for the applicant, provided an overview of the project and explained the zoning requests for the proposed project.

Jaime Torres Cruz, Fairfax & Sammons, presented the architectural plans proposed for the new residence.

Council President Zeidman called for public comment.

James K. Green, attorney for the Margolis family at 528 N. Lake Way, discussed the conditions at ARCOM that satisfied his clients' request.

Mr. Murphy provided staff comments.

Council Member Cooney thought the applicants should be commended for their compromise in their design.

Council Member Crampton agreed with Council Member Cooney.

Council Member Araskog asked that the condition for the hardscape removal around the pool and the 14-foot hedges be included in the motion.

Motion made by Council Member Crampton and seconded by Council Member Cooney that Variance ZON-22-089 shall 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, and providing that the property owner did voluntarily commit that prior to the issuance of a building permit to either provide a recorded utility easement or an easement agreement satisfactory to the Town that ensures a recorded easement will be granted, if necessary, to underground utilities in the area; and with the condition to include the installation and maintenance of a 14-foot hedge and the area surrounding the pool contain more greenery. Motion carried unanimously, 5-0.

- a. **ZON-22-017 (ARC-22-032) 1237 N LAKE WAY (COMBO) VARIANCES & SITE PLAN REVIEW** The applicant, Frank H. Pearl and Geryl T. Pearl, has filed an application requesting Town Council review of and approval of Site Plan Review for the construction of a new two-story residence on a lot with less width than required in the RB district, and including variances (1) to allow a two-story accessory structure on a

lot less than 20,000SF in lot area, and (2) to exceed the point of measurement. ARCOM will perform design review of the application. [Architectural Review Commission Recommendation: Implementation for the proposed variance for the second story will cause negative architectural impact to the subject property. Carried 4-3. Implementation for the proposed variance, which addressed the point of measurement, will not cause negative architectural impact to the subject property. Carried 7-0.] [The Architectural Review Commission deferred the project to the July 27, 2022 meeting. Carried 7-0.] Item deferred to the September 14, 2022 Meeting pending ARCOM decision.

This item was deferred to the September 14, 2022 meeting at the approval of the agenda.

- b. **ZON-22-070 (COA-22-026) 241 SEAVIEW AVE (COMBO) - SPECIAL EXCEPTION WITH SITE PLAN REVIEW** The applicant, Palm Beach Day Academy Inc., has filed an application requesting Town Council review and approval for a modification to a previously approved Special Exception with Site Plan Review for the installation of a surface parking lot for 34 cars, new parking gates and lighting plan, and to replace a portion of the west lawn. The applicant is also seeking to modify the existing Declaration of Use related to the number of times parking can be used. The Landmarks Preservation Commission will perform design review of the application. [The Landmarks Preservation Commission approved the project at their June 22, 2022 meeting. Carried 5-0.]

Mayor Moore, Council President Zeidman, Council Members Crampton, Cooney and Araskog declared ex parte communications.

A lengthy discussion ensued whether the item should be heard due to late items being submitted. Town Attorney Randolph stated that he felt that the Council could move forward with this item. At the request of Ms. Araskog, Mr. Green provided new information that has been submitted.

Maura Ziska, attorney for the applicant, provided an overview of the project and explained the zoning requests for the proposed project. She also discussed the changes that had been made, specifically to the landscaping along Seaview Avenue, the site wall and hedging along the rear of the property, and the change in hardscape material.

Town Attorney Randolph asked staff to comment on Ms. Ziska's opinion on lot coverage. Mr. Bergman opined on how lot coverage has historically been calculated.

James K. Green, attorney for several neighbors on Seaspray, spoke regarding lot coverage, building and structure as addressed in the Comprehensive Plan and Town Code. He spoke regarding an addendum to a white paper submitted by Mr. Blackman that identify issues with the Comprehensive Plan and spoke regarding this application being deficient because it violated the Comprehensive Plan. Ms. Ziska spoke regarding

Caroline Forrest, design professional for the project, discussed the footings for the wall and offered to add pilings if necessary.

Council Member Crampton stated that he was comfortable with staff's interpretation of the assessment of the project. He inquired if Ms. Ziska would agree to install permeable pavers, to which Ms. Ziska responded. He spoke in support of the project due to an issue with parking for the schoolteachers.

Council Member Cooney stated that he believed that the application met all the required criteria and supported the project.

Council President Pro Tem Lindsay inquired about asphalt parking lot and perhaps changing to pavers. Ms. Forrest responded and discussed the use for the asphalt parking lot.

Council Member Araskog inquired when the new paver plan was provided to Town Council, to which Ms. Lindsay responded. Council Member Araskog expressed concern over the proposed application.

Council President Zeidman spoke in support of the proposed project.

Motion made by Council Member Cooney and seconded by Council Member Crampton that Special Exception ZON-22-070 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. Motion carried, 4-1 with Council Member Araskog dissenting.

Motion made by Council Member Cooney and seconded by Council Member Crampton that Site Plan ZON-22-070 be approved, based upon the finding that the approval of the site plan will not adversely affect the public interest and that the Council certified 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, with the conditions that the applicant returns to Town Council to the September 14, 2022 meeting to negotiate a declaration of use modification and to include the addition of sand-set permeable pavers and shade trees. Motion carried, 4-1 with Council Member Araskog dissenting.

- c. **ZON-22-071 (ARC-22-105) 124 COCOANUT ROW (COMBO) - VARIANCES** The applicant, Nedim Soylemez and Rebecca Ann Soylemez, has filed an application requesting Town Council review for a variance (1) to exceed maximum cubic content ratio (CCR), (2) to exceed maximum building height, and (3) to exceed maximum overall building height, in conjunction with the construction of a new two-story residence. The Architectural Commission will perform design review of the application. [The Architectural Review Commission deferred the project to the July 27, 2022 meeting. Carried 7-0.] Item deferred to the September 14, 2022 Meeting pending ARCOM decision.

This item was deferred to the September 14, 2022 meeting at the approval of the agenda.

- d. **ZON-22-083 (ARC-22-072) 965 N OCEAN BLVD (COMBO) - SITE PLAN REVIEW** The applicant, 965 North Ocean Boulevard, LLC (Matthew Sellick), has filed an application requesting Town Council review and approval for Site Plan Review for the installation of a 150 kW generator in conjunction with the construction of a new residence. ARCOM will perform design review of the application. [The Architectural Review Commission deferred the project to the July 27, 2022 meeting. Carried 7-0.] This item shall be withdrawn. ***This item was withdrawn at the approval of the agenda.***

Please note: A lunch break was taken at 2:10 p.m. The meeting resumed at 2:53 p.m.

- e. **ZON-22-079 (COA-22-028) 284 MONTEREY RD (COMBO) – SPECIAL EXCEPTION WITH SITE PLAN REVIEW AND VARIANCES** The applicant, DHC MONTEREY LLC, has filed an application requesting Town Council review and approval for a Special Exception with Site Plan Review to allow additions to an existing Landmarked structure which results in demolition of more than 50% of the cubic volume on portions of platted non- conforming lots in the R-B Zoning District, including variances from the (1) side (east) and (2) street side (west) setback requirements, and (3) a variance from the angle of vision requirements. Landmarks Preservation Commission will perform the design review. [Landmarks Preservation Commission Recommendation: Implementation of the proposed variances will not cause negative architectural impact to the subject landmarked property. Carried 7-0.] [The Landmarks Preservation Commission approved the project at their July 20, 2022 meeting. Carried 7-0.]

Mayor Moore, Council President Zeidman, Council President Pro Tem Lindsay, Council Members Cooney and Araskog declared ex parte communications.

Maura Ziska, attorney for the applicant, provided an overview of the project and explained the zoning requests for the proposed project.

Pat Segraves, SKA Architect + Planner, presented the architectural plans proposed for the renovation to the landmarked residence.

Mr. Murphy provided staff comments.

Mr. Segraves responded to inquiries from Council Member Cooney.

Council President Zeidman called for public comment. No one indicated a desire to speak.

Council Member Araskog inquired about the amount of hardscape around the pool. Mr. Segraves responded.

Motion made by Council Member Cooney and seconded by Council President Pro Tem Lindsay that Variance ZON-22-079 shall 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. Motion carried unanimously, 5-0.

Motion made by Council Member Cooney and seconded by Council Member Crampton that Special Exception ZON-22-079 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. Motion carried unanimously, 5-0.

Motion made by Council Member Cooney and seconded by Council President Pro Tem Lindsay that Site Plan ZON-22-079 be approved, based upon the finding that the approval of the site plan will not adversely affect the public interest and that the Council certified 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. Motion carried unanimously, 5-0.

The following item was heard out of order of the agenda:

- c. **ZON-22-081 (COA-22-030) 155 HAMMON AVE (COMBO) – SPECIAL EXCEPTION WITH SITE PLAN REVIEW AND VARIANCES** The applicant, CH Hotel LLC (Sarah & Andrew Wetenhall), has filed an application requesting Town Council review and approval for Special Exception With Site Plan Review for modifications to an existing special exception use in the R- D(2) district and variance (1) to retain the existing nonconforming side (north) setback of 1.8’ for new chiller and cooling tower equipment in an existing mechanical enclosure. The Landmarks Preservation Commission will perform design review of the application. [Landmarks Preservation Commission Recommendation: Implementation of the proposed variances will not cause negative architectural impact to the subject landmarked property. Carried 7-0.] [The Landmarks Preservation Commission approved the project at their July 20, 2022 meeting. Carried 7-0.]

Council President Pro Tem Lindsay, Council Members Cooney and Araskog declared ex parte communications.

Maura Ziska, attorney for the applicant, provided an overview of the project and explained the zoning requests for the proposed project.

David Miller, David Miller and Associates, P.A., presented the architectural modifications proposed for the existing commercial building.

Mr. Murphy provided staff comments.

Council Member Araskog asked if there would be enough room to maintain the site wall. Mr. Miller provided confirmation.

Council President Zeidman called for public comment. No one indicated a desire to speak.

Motion made by Council Member Cooney and seconded by Council President Pro Tem Lindsay that Variance ZON-22-081 shall 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. Motion carried unanimously, 5-0.

Motion made by Council Member Cooney and seconded by Council Member Crampton that Special Exception ZON-22-081 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. Motion carried unanimously, 5-0.

Motion made by Council Member Cooney and seconded by Council President Pro Tem Lindsay that Site Plan ZON-22-081 be approved, based upon the finding that the approval of the site plan will not adversely affect the public interest and that the Council certified 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. Motion carried unanimously, 5-0.

- f. **ZON-22-082 (ARC-22-116) 1338 N LAKE WAY (COMBO) SPECIAL EXCEPTION W/ SITE PLAN REVIEW** The applicant, Sailfish Club of Florida, Inc. (Ryan Barry, General Manager), has filed an application requesting Town Council for special exception and site plan review for modifications to an existing special exception use private club including new awning system, new windows, and parking lot lighting. The Architectural Commission will perform design review of the application. [The Architectural Review Commission approved the project with conditions relating to the architecture. Carried 6-1.]

Mayor Moore, Council President Zeidman, Council President Pro Tem Lindsay, Council Members Cooney and Araskog declared ex parte communications.

Maura Ziska, attorney for the applicant, provided an overview of the project and explained the zoning requests for the proposed project.

Nelo Freijomel, Spina O'Rourke, presented the plans relating to lighting and the modifications to the parking lot proposed for the commercial site.

M. Timothy Hanlon, representing the Durst family across the street, confirmed that the lighting was only on the south side of the building. He also asked that all the lighting would be redirected so that they do not shine on the Durst's property.

Council Member Cooney thanked the applicant working with the neighboring property owners on the lighting.

Council President Pro Tem Lindsay commented on a letter she received from a neighbor about the process. She read the letter from the neighbor.

Council President Zeidman called for public comment. No one indicated a desire to speak.

Mr. Murphy provided staff comments.

Motion made by Council Member Cooney and seconded by Council Member Crampton that Special Exception ZON-22-082 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. Motion carried unanimously, 5-0.

Motion made by Council Member Cooney and seconded by Council Member Crampton that Site Plan ZON-22-082 as amended be approved, based upon the finding that the approval of the site plan will not adversely affect the public interest and that the Council certified 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; with the conditions of adjustment of existing landscape lighting to direct light to stay on property, shielding of lighting at the kitchen exit, and removal of spotlight on the northeast corner of the structure. Motion carried unanimously, 5-0.

- g. **ZON-22-089 (ARC-22-129) 515 N LAKE WAY (COMBO) - VARIANCES** The applicant, Roberto and Joanne DeGuardiola (Contract Purchaser), has filed an application requesting Town Council review and approval for variances for (1) to exceed the first story east rear yard setback encroachment, (2) to exceed second story east rear yard setback encroachment, (3) to permit a swimming pool in west front yard setback where swimming pools are prohibited, (4) second story west front yard setback encroachment, (5) second story south street side yard setback encroachment, (6) to exceed the maximum Cubic Content Ratio (CCR), (7) to exceed maximum angle of vision on N Lake Way, and (8) to exceed site wall height in front and street side yards; in conjunction with the conversion of a 1-story residence to a 2-story residence. The Architectural Commission will perform design review of the application. [Architectural Review Commission Recommendation: Implementation of the proposed variance will not cause negative architectural impact to the subject property. Carried 5-2.] [The Architectural Review Commission approved the project with conditions. Carried 6-1]

This item was heard previously out of order of the agenda.

2. New Business

- a. **ZON-22-064 (ARC-22-098) 742 SLOPE TRL (COMBO) – VARIANCE** The applicant, John R. Tozzi, Trustee of the Tozzi Family Trust u/a/d December 29, 1980, has filed an application requesting Town Council review and approval for a variance from Code Section 134-893(13) to exceed the maximum allowable Cubic Content Ratio (CCR) to permit a CCR of 5.99 in lieu of the 5.7 existing and the 3.91 maximum allowed in the R-B Zoning District for a residential addition. The Architectural Commission will perform design review of the application. This item has been withdrawn by the applicant.

This item was withdrawn at the approval of the agenda.

- b. **ZON-22-078 (ARC-22-123) 231 BRADLEY PL (COMBO) – SPECIAL EXCEPTION AND SITE PLAN REVIEW AND VARIANCES** The applicant, Bradley Palm LLC, has filed an application requesting Town Council review and approval for a Special Exception with Site Plan Review allow a single-tenant occupied office containing approximately 5800SF GLA on the second floor of an existing two-story office building, and Variances (1) to eliminate 1 of the required 22, 18 of which are existing parking spaces, (2 and 3) to reduce the required rear (east) and side (north) setback to accommodate exterior design modifications and (4) to exceed the maximum allowable lot coverage in order to accommodate additions to the two-story office structure. The Architectural Commission will perform design review of the application. Item deferred to the September 14, 2022 Meeting pending ARCOM decision.

This item was deferred to the September 14, 2022 meeting at the approval of the agenda.

- c. **ZON-22-081 (COA-22-030) 155 HAMMON AVE (COMBO) – SPECIAL EXCEPTION WITH SITE PLAN REVIEW AND VARIANCES** The applicant, CH Hotel LLC (Sarah & Andrew Wetenhall), has filed an application requesting Town Council review and approval for Special Exception With Site Plan Review for modifications to an existing special exception use in the R- D(2) district and variance (1) to retain the existing nonconforming side (north) setback of 1.8’ for new chiller and cooling tower equipment in an existing mechanical enclosure. The Landmarks Preservation Commission will perform design review of the application. [Landmarks Preservation Commission Recommendation: Implementation of the proposed variances will not cause negative architectural impact to the subject landmarked property. Carried 7-0.] [The Landmarks Preservation Commission approved the project at their July 20, 2022 meeting. Carried 7-0.]

This item was heard previously out of order of the agenda.

- d. **ZON-22-088 (ARC-22-126) 240 OLEANDER AVE (COMBO) – VARIANCES** The applicant, PTMJM Florida Investment Properties, LLC (Patricia Lambrecht), has filed an application requesting Town Council review and approval for variances (1) for development on a lot which is deficient in minimum lot area and (2) deficient in lot depth in the RC zoning district and (3) to exceed the maximum allowed lot coverage, in conjunction with the construction of a new two-story single-family residence. The Architectural Commission will perform design review of the application. Item deferred to the September 14, 2022 Meeting pending ARCOM decision.

This item was deferred to the September 14, 2022 meeting at the approval of the agenda.

- e. **ZON-22-092 (ARC-22-137) 321 BARTON AVE (COMBO) – VARIANCES** The applicant, Timothy Hanlon, has filed an application requesting Town Council review and approval for variances to (1) reduce the required landscape open space (LOS) from an existing 35% to 30% where 45% is required, and (2) to reduce the enclosed parking garage requirement for residential vehicular parking. The Architectural Commission will perform design review of the application. [Architectural Review Commission Recommendation: Implementation of the proposed variance will not cause negative architectural impact to the subject property. Carried 7-0.] [The Architectural Review Commission approved the project as presented. Carried 7-0]

Mayor Moore, Council Members Cooney and Araskog declared ex parte communications.

M. Timothy Hanlon, attorney for the applicant, provided an overview of the project and explained the zoning requests for the proposed project.

Diane Ramirez, owner, discussed the hardship and the reason for the application.

Council Member Araskog asked if the motor court could be reduced to provide more greenspace, to which Mr. Hanlon responded.

Mr. Murphy provided staff comments.

Council President Pro Tem Lindsay spoke regarding the challenging nature of this project and spoke in support of the request.

Council Member Cooney thanked the owners for attending the meeting. He acknowledged the challenge in parking and spoke in support of the project.

Council President Zeidman spoke in support of the project.

Council President Zeidman called for public comment. No one indicated a desire to speak.

Motion made by Council Member Crampton and seconded by Council President Pro Tem Lindsay that Variance ZON-22-092 shall 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, and providing that the property owner did voluntarily commit that prior to the issuance of a building permit to either provide a recorded utility easement or an easement agreement satisfactory to the Town that ensures a recorded easement will be granted, if necessary, to underground utilities in the area. Motion carried unanimously, 5-0.

- f. **ZON-22-093 (ARC-22-143) 1356 N OCEAN BLVD (COMBO) – SPECIAL EXCEPTION WITH SITE PLAN REVIEW AND VARIANCES** The applicant, Pippasbeachclub LLC (Gary and Kelly Pohrer), has filed an application requesting Town Council review and approval for a special exception with site plan review for the construction of a beach cabana in the R-B/B-A zoning district including variances (1) to exceed the maximum building height, (2) to reduce required west yard setback, (3) to reduce required ocean bulkhead setback, and (4) to exceed the maximum distance separation permitted between pool equipment and pool. The Architectural Commission will perform design review of the application. Item deferred to the October 12, 2022 Meeting pending ARCOM decision.

This item was deferred to the October 12, 2022 meeting at the approval of the agenda.

- g. **ZON-22-094 224 ATLANTIC AVE and 223 ATLANTIC AVE – SPECIAL EXCEPTION WITH SITE PLAN REVIEW AND VARIANCES** The applicant, 224 Atlantic LLC (Heather Baines, Managing Member) and 223 ATLANTIC AVE, has filed an application requesting Town Council review and approval for a Special Exception with Site Plan Review to modify a previously approved Special Exception (#10-79) by eliminating the condition of approval requiring a Unity of Title Agreement between the single-family home located at 224 Atlantic Ave and the Condominium located at 223 Atlantic Ave. Termination of the Unity of Title triggers a parking variance to eliminate 7 required off-street parking spaces located on the 224 Atlantic Ave parcel, which is calculated as required parking for the parcel at 223 Atlantic Ave. The elimination of the parking results in a variance requested for the property at 223 Atlantic Ave to eliminate 7 of the required existing parking spaces to allow an apartment building with 19 remaining parking spaces (on site) where 42 spaces are required.

Council President Zeidman, Council President Pro Tem Lindsay, Council Members Cooney, Crampton, and Araskog declared ex parte communications. *Please note: Mayor Moore declared a conflict of interest and left the dais during the discussion.*

Maura Ziska, attorney for the applicant, provided an overview of the project and explained the zoning requests for the proposed project.

M. Timothy Hanlon, attorney for the condominium, provided further explanation on the request.

Messrs. Falco and Murphy provided staff comments.

Council President Zeidman called for public comment.

Kevin Moran, 223 Atlantic Avenue, expressed his objections to the proposed project.

Herb Mallard, 223 Atlantic Avenue, expressed his objections to the proposed project.

Mr. Hanlon provided confirmation of statements that he previously made and addressed the issues raised.

Town Attorney Randolph inquired about the variance request, to which Ms. Ziska responded.

Council Member Cooney inquired if Ms. Ziska would be returning for a fine reduction. Ms. Ziska responded.

Mr. Falco provided an explanation on staff's assessment on the parking calculations.

Council Member Araskog asked for Town Attorney Randolph's opinion on the parking spaces on another property. Mr. Randolph responded.

Council President Pro Tem Lindsay spoke regarding the termination of the unity of title and the settlement of the litigation.

Motion made by Council Member Cooney and seconded by Council President Pro Tem Lindsay that Variance ZON-22-094 shall 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. Motion carried unanimously, 5-0.

Motion made by Council Member Cooney and seconded by Council Member Crampton that Special Exception ZON-22-094 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. Motion carried unanimously, 5-0.

Motion made by Council Member Cooney and seconded by Council President Pro Tem Lindsay that Site Plan ZON-22-094 as amended be approved, based upon the finding that the approval of the site plan will not adversely affect the public interest and that the Council certified 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. Motion carried unanimously, 5-0.

- h. **ZON-22-097 2800 S OCEAN BLVD – SPECIAL EXCEPTION** The applicant, PB Hotel Property LLC, DBA Four Seasons Resort Palm Beach (Mohamed Elbanna, Regional VP and GM), has filed an application requesting Town Council review and approval for a Special Exception with Site Plan Review to allow the use of removable beach huts, bins, and towel huts eastward of an existing hotel in the Beach Area District.

Council President Zeidman, Council President Pro Tem Lindsay, Council Members Cooney, Crampton, and Araskog declared ex parte communications.

Maura Ziska, attorney for the applicant, provided an overview of the project and explained the zoning requests for the proposed project.

Brad Garvin, Leo A. Daly, presented the architectural plans proposed for the project.

Mr. Murphy provided staff comments.

Council Member Cooney inquired about the single towel hut and if it was approved by the Town. Mr. Murphy responded. Mr. Bergman spoke regarding items that would be approved to be placed on the beach.

Council President Pro Tem Lindsay inquired how long the items had been on the beach. Mr. Garvin stated for the items had been there over 30 years. In response to a question by Council President Pro Tem Lindsay, Director Bergman provided clarification on the items being approved.

Council President Zeidman spoke regarding the hotel's non-compliance with noise regulations over the past couple years and spoke regarding neighbors being concerned with the application due to these issues. She spoke regarding the importance of the hotel needing to ensure that they would be good neighbors.

Council Member Crampton requested clarification from staff that the application met code, to which Mr. Bergman responded. He expressed concern over issues that had occurred in recent years.

Council Member Cooney spoke regarding the requested items being incidental but spoke regarding the importance of the applicant being a better neighbor.

Mayor Moore requested clarification from Mr. Bergman on the application and spoke regarding these items being done by the hotel for many years and now asking to come into compliance.

Council Member Araskog stated the hotel was requesting more items than other hotels and expressed concern over the impact to the neighbors.

Council President Pro Tem Lindsay spoke regarding the requested items being consistent with Palm Beach hotels, but stated that due to the issues mentioned, there was hesitancy to approve.

Council President Zeidman called for public comment.

Jack Quanstrum, Beach Pointe Condominium, expressed concerns for the proposed application on behalf of his owners.

Rebecca Zissel, attorney on the Ambassador II, expressed concerns for the proposed application on behalf of her owners.

Lex Hollender, General Manager of the Tideline Ocean Resort Hotel, expressed his support for the application.

Ms. Hofmeister-Drew provided further explanation on what would be allowed by right.

Mr. Garvin stated that all the items were removable in the event of a storm in response to an inquiry from Town Attorney Randolph.

Council Member Araskog expressed her concerns about day passes to the beach. She believed that the items should be available to hotel guests only.

Motion made by Council Member Crampton and seconded by Council Member Crampton that Special Exception ZON-22-097 shall be granted with the condition that the application will return to Council for review in the event that law enforcement is required to respond to a verifiable complaint involving a public nuisance or loud noise, and 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. The applicant is required to return to Town Council in one year. Motion carried, 4-1 with Council Member Araskog dissenting.

- i. **ZON-22-100 (COA-22-035) 800 S COUNTY RD (COMBO) – SPECIAL EXCEPTION WITH SITE PLAN REVIEW AND VARIANCES** The applicant, ANN DESRUISSEUAX, has filed an application requesting Town Council review and approval for site plan review for the installation of a generator over 100 kW with associated building, and variances (1) to reduce the required east front yard setback, (2) to reduce the required north side yard setback, (3) to exceed the maximum lot coverage allowed, (4) to decrease the minimum required landscape open space, (5) to place a cooling tower within a required side yard, and (6) to place an 150 kW generator in the required front and side yard. The Landmarks Preservation Commission will perform design review of the application. [Landmarks Preservation Commission Recommendation: Implementation of the proposed variances will not cause negative architectural impact to the subject landmarked property. Carried 6-0.] [The Landmarks Preservation Commission approved the project at their July 20, 2022 meeting. Carried 6-0.]

replacement of only a portion of the wall. Discussion ensued regarding the wall replacement. Mr. Drobot provided clarification of the proposed wall. Further discussion ensued regarding the issue of the wall being replaced in its entirety.

Council Member Araskog stated that she felt that the owner needed to meet the hardship for the variance, and it could not be self-imposed. She spoke in support of placing the condition to remove the hardscape to increase the greenspace.

Mayor Moore inquired about the existing generator building. Mr. Drobot stated that the owner would like to keep the existing accessory structure and would increase the greenspace around the pool. Ms. Moore spoke regarding the possibility that the accessory structure could be removed once the new generator was built. Mr. Bergman stated that if the building was removed it would reduce the lot coverage. Mayor Moore inquired about the height of the existing building, to which Mr. Drobot responded.

Council Member Araskog spoke in support of Mayor Moore's idea to remove the additional accessory structure to recover some additional lot coverage and stated that the item could be remanded back to Landmark Preservation Commission to consider.

Council President Zeidman spoke in support of moving the mechanical equipment away from the neighbor to the north is the best way and spoke in support of having Landmark Preservation Commission reviewing the removal of the building.

Discussion ensued regarding the potential for deferring the item to consider the removal of the building in order to replace greenspace. Ms. Ziska spoke regarding potential revisions to the request. Further discussion ensued on potential revisions to increase greenspace.

The Town Council provided direction to the applicant to return with increased greenspace and to work with the neighbor on the wall replacement.

Motion made by Council Member Cooney and seconded by Council President Pro Tem Lindsay to defer the item to the September 14, 2022 Town Council Development Review Meeting. Motion carried unanimously, 5-1.

- j. **ZON-22-105 (ARC-22-148) 150 SEMINOLE AVE (COMBO) – VARIANCES** The applicant, James Lansing and Haviva D. Langenauer, as Trustee of the Haviva D. Langenauer Trust u/a/d/8/10/92, has filed an application requesting Town Council review and approval for variances (1) to maintain an existing nonconforming rear yard setback of 4.9 ft and (2) to maintain an existing nonconforming side-yard setback of 5.1 ft, related to the renovation of an existing nonconforming single family residence with more than 50% demolition of a nonconforming structure as part of a renovation. The Architectural Commission will perform

design review of the application. Item deferred to the September 14, 2022 Meeting pending ARCOM decision.

This item was deferred to the September 14, 2022 meeting at the approval of the agenda.

- k. **ZON-22-106 251 SUNRISE AVE – SPECIAL EXCEPTION REQUEST WITH SITE PLAN REVIEW AND VARIANCE(S)** The applicant, PB Catch (Daniel Smith), has filed an application requesting Town Council review and approval for Special Exception Request with Site Plan Review and Variance for outdoor café seating on public right of way in conjunction with an existing restaurant. A variance is being requested to provide 4 ft of unobstructed sidewalk where 5 ft is required.

No one declared ex parte communications at this time.

Daniel Smith, General Manager at PB Catch, presented the request for outdoor café seating.

Brad Falco, Planner II, provided staff comments.

Mr. Smith responded to questions from Mayor Moore and Council Member Cooney.

Council President Pro Tem Lindsay spoke in support of the request.

Council Member Araskog expressed concerned about the four feet of space for the tables. Mr. Smith responded. She suggested using a two-seated table. Mr. Smith responded and stated he could use all rectangular tables.

In response to a question by Council President Zeidman, Director Bergman addressed the 5-foot distance requirement.

Council Member Cooney inquired about the proposed plan, to which Mr. Smith responded. Mr. Cooney spoke in support of the proposed plan.

Council President Council President Zeidman called for public comment. No one indicated a desire to speak.

Council Member Araskog requested that the tables be shifted to a different orientation.

Motion made by Council Member Cooney and seconded by Council President Pro Tem Lindsay that Variance ZON-22-106 shall 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. Motion carried, 4-1 with Council Member Araskog dissenting.

Motion made by Council Member Cooney and seconded by Council Member Crampton that Special Exception ZON-22-106 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. Motion carried, 4-1 with Council Member Araskog dissenting.

Motion made by Council Member Cooney and seconded by Council President Pro Tem Lindsay that Site Plan ZON-22-106 be approved, based upon the finding that the approval of the site plan will not adversely affect the public interest and that the Council certified 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. Motion carried, 4-1 with Council Member Araskog dissenting.

1. **ZON-22-116 380 S COUNTY RD – SPECIAL EXCEPTION WITH SITE PLAN REVIEW AND VARIANCES** The applicant, General American Asset Management (Christian Rollins, CFO), has filed an application requesting Town Council review and approval for a Special Exception Request with Site Plan Review to expand professional offices on the second floor of an existing two-story building with on-site shared Parking Agreement with an existing on-site restaurant on the first floor, including the interior tenant improvement to the 2,506 SF tenant space (including the enclosure of an existing 452 SF atrium) on the second floor of an existing 6,017 SF two-story building; and including a variance (1) to provide 0 required 2 parking spaces for the new 452 SF second floor addition by utilizing a Shared Parking Agreement for daytime use of the existing 19 existing required spaces.

No one declared ex parte communications.

Maura Ziska, attorney for the applicant, provided an overview of the project and explained the zoning requests for the proposed project.

Mr. Murphy provided staff comments.

Council Member Cooney expressed concern for the proposed project. He asked about the staff parking during the day, to which Ms. Ziska responded.

Council President Zeidman called for public comment. No one indicated a desire to speak at this time.

Motion made by Council President Pro Tem Lindsay and seconded by Council Member Crampton that Special Exception ZON-22-116 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 providing that the office use will not be operating at the same time as the restaurant staff or patrons will be present; and providing that the property owner did voluntarily commit that prior to the issuance of a building permit to either provide a recorded utility easement or an easement agreement satisfactory to the Town that

ensures a recorded easement will be granted, if necessary, to underground utilities in the area. Motion carried, 4-1 with Council Member Cooney dissenting.

m. ZON-22-126 225 WORTH AVENUE – SPECIAL EXCEPTION

The applicant, 225 Worth Avenue Holdings LLC, has filed an application requesting Town Council review and approval for a Special Exception for a permitted use (retail) over 4,000 SF of leasable area (5,600 SF) in the C-WA zoning district.

Council Member Araskog declared ex parte communications.

Oscar Soto, attorney for Gucci, provided an overview of the project and explained the zoning requests for the proposed project.

Council Member Araskog inquired about the adjacent stores due to the extended hours. One of the Gucci professionals responded and discussed the interior work to be completed. Ms. Araskog addressed the issue of work not being done during the Thanksgiving and Christmas holidays.

Mr. Bergman provided staff comments.

Council President Zeidman called for public comment. No one indicated a desire to speak at this time.

Motion made by Council Member Cooney and seconded by Council President Pro Tem Lindsay that Variance ZON-22-126 shall 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; with the conditions that work is suspended the Wednesday before Thanksgiving through the weekend and the week between Christmas and New Year's Day and that if there are any complaints from the neighboring businesses, that they be referred to Director Bergman to issue a stop work order or issue changes. Motion carried unanimously, 5-0.

X. ORDINANCES

A. Second Reading

ORDINANCE NO. 013-2022 An Ordinance Of The Town Council Of The Town Of Palm Beach, Palm Beach County, Florida Amending Chapter 18 Of The Town Code Ordinances Titled Buildings And Building Regulations At Article III, Architectural Review, Amending Section 18-175, Issuance Of Permits, By Amending Subsection (A) Relating To Requests For Demolition So As To Remove ARCOM's Authority To Consider Demolition Requests; Amending Section 18- 206 And Moving This Section To Chapter 18, Article II, Administration Of Planning, Zoning And Building, Division 5, Prohibition On Demolition, As Section 18-113; Changing The Title Of Article II, Administration Of Planning, Zoning And Building, Division 5, From

"Prohibition On Demolition" To "Demolition"; And Amending Section 18-240 And Moving This Section To Chapter 18, Article II, Administration Of Planning, Zoning And Building, Division 5, Demolition As Section 18-114; Providing For Severability; Providing For Repeal Of Ordinances In Conflict; Providing For Codification; Providing For Effective Date

Town Attorney Randolph read the title of Ordinance No. 013-2022. He added this was a result of HB 423.

Council Member Araskog asked if the construction and screening plan would still be taken to ARCOM.

Mr. Bergman discussed the process for the demolition approval, which included the construction screening and staging plan.

Council President Zeidman called for public comment. No one indicated a desire to speak at this time.

Motion made by Council Member Crampton and seconded by Council President Pro Tem Lindsay to adopt Ordinance No. 013-2022 on second reading. Motion carried, 4-1 with Council Member Cooney dissenting.

XI. ANY OTHER MATTERS

Council President Zeidman inquired about the September Planning and Zoning Commission (PZC) Meeting and wondered if that meeting should be cancelled. She suggested holding a joint meeting with PZC in October. Discussion ensued regarding holding a joint meeting rather than having the PZC review the item prior to Town Council.

Council President Zeidman spoke about a potential requirement of appointing an architect to the Planning and Zoning Commission. Town Attorney Randolph stated that the ordinance would need to be amended to require an architect or there can be an architect present as a consultant. Council Member Araskog spoke in support of asking Jeff Smith to see if he could assist. Discussion ensued regarding the ability for Mr. Smith or another architect who served as a board member to assist with this process.

Council President Zeidman requested for the Woods Hole flood inundation map.

Council Araskog requested an item to be added to the agenda to restrict individuals from providing information to the Council the night prior to the Development Review meetings.

Council Member Cooney asked about adding an agenda item to obtain information on the Drainage Recertification Program.

ADJOURNMENT

The meeting adjourned at 6:27 p.m. on August 10, 2022 without the benefit of a roll call.

APPROVED:

Margaret A. Zeidman, Town Council President

ATTEST:

Kelly Churney, Deputy Town Clerk
Date: _____

FORM 8B MEMORANDUM OF VOTING CONFLICT FOR COUNTY, MUNICIPAL, AND OTHER LOCAL PUBLIC OFFICERS

LAST NAME—FIRST NAME—MIDDLE NAME MOORE DANIELLE	NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE Town Council
MAILING ADDRESS 277 Pendleton Ave	THE BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE ON WHICH I SERVE IS A UNIT OF: ☒ CITY ☐ COUNTY ☐ OTHER LOCAL AGENCY
CITY Palm Beach COUNTY Palm Beach	NAME OF POLITICAL SUBDIVISION: Town of Palm Beach
DATE ON WHICH VOTE OCCURRED 8-10-2022	MY POSITION IS: ☒ ELECTIVE ☐ APPOINTIVE

WHO MUST FILE FORM 8B

This form is for use by any person serving at the county, city, or other local level of government on an appointed or elected board, council, commission, authority, or committee. It applies to members of advisory and non-advisory bodies who are presented with a voting conflict of interest under Section 112.3143, Florida Statutes.

Your responsibilities under the law when faced with voting on a measure in which you have a conflict of interest will vary greatly depending on whether you hold an elective or appointive position. For this reason, please pay close attention to the instructions on this form before completing and filing the form.

INSTRUCTIONS FOR COMPLIANCE WITH SECTION 112.3143, FLORIDA STATUTES

A person holding elective or appointive county, municipal, or other local public office MUST ABSTAIN from voting on a measure which would inure to his or her special private gain or loss. Each elected or appointed local officer also MUST ABSTAIN from knowingly voting on a measure which would inure to the special gain or loss of a principal (other than a government agency) by whom he or she is retained (including the parent, subsidiary, or sibling organization of a principal by which he or she is retained); to the special private gain or loss of a relative; or to the special private gain or loss of a business associate. Commissioners of community redevelopment agencies (CRAs) under Sec. 163.356 or 163.357, F.S., and officers of independent special tax districts elected on a one-acre, one-vote basis are not prohibited from voting in that capacity.

For purposes of this law, a "relative" includes only the officer's father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law. A "business associate" means any person or entity engaged in or carrying on a business enterprise with the officer as a partner, joint venturer, coowner of property, or corporate shareholder (where the shares of the corporation are not listed on any national or regional stock exchange).

ELECTED OFFICERS:

In addition to abstaining from voting in the situations described above, you must disclose the conflict:

PRIOR TO THE VOTE BEING TAKEN by publicly stating to the assembly the nature of your interest in the measure on which you are abstaining from voting; and

WITHIN 15 DAYS AFTER THE VOTE OCCURS by completing and filing this form with the person responsible for recording the minutes of the meeting, who should incorporate the form in the minutes.

APPOINTED OFFICERS:

Although you must abstain from voting in the situations described above, you are not prohibited by Section 112.3143 from otherwise participating in these matters. However, you must disclose the nature of the conflict before making any attempt to influence the decision, whether orally or in writing and whether made by you or at your direction.

IF YOU INTEND TO MAKE ANY ATTEMPT TO INFLUENCE THE DECISION PRIOR TO THE MEETING AT WHICH THE VOTE WILL BE TAKEN:

- You must complete and file this form (before making any attempt to influence the decision) with the person responsible for recording the minutes of the meeting, who will incorporate the form in the minutes. (Continued on page 2)

APPOINTED OFFICERS (continued)

- A copy of the form must be provided immediately to the other members of the agency.
- The form must be read publicly at the next meeting after the form is filed.

IF YOU MAKE NO ATTEMPT TO INFLUENCE THE DECISION EXCEPT BY DISCUSSION AT THE MEETING:

- You must disclose orally the nature of your conflict in the measure before participating.
- You must complete the form and file it within 15 days after the vote occurs with the person responsible for recording the minutes of the meeting, who must incorporate the form in the minutes. A copy of the form must be provided immediately to the other members of the agency, and the form must be read publicly at the next meeting after the form is filed.

DISCLOSURE OF LOCAL OFFICER'S INTEREST

I, Danielle Moor, hereby disclose that on August 20, 20 22:

(a) A measure came or will come before my agency which (check one or more)

- ☒ inured to my special private gain or loss;
- ☐ inured to the special gain or loss of my business associate, _____;
- ☐ inured to the special gain or loss of my relative, _____;
- ☐ inured to the special gain or loss of _____, by whom I am retained; or
- ☐ inured to the special gain or loss of _____, which is the parent subsidiary, or sibling organization or subsidiary of a principal which has retained me.

(b) The measure before my agency and the nature of my conflicting interest in the measure is as follows:

I previously owned a unit at
223 Atlantic Avenue condominium

If disclosure of specific information would violate confidentiality or privilege pursuant to law or rules governing attorneys, a public officer, who is also an attorney, may comply with the disclosure requirements of this section by disclosing the nature of the interest in such a way as to provide the public with notice of the conflict.

8-10-2022
Date Filed

Danielle H. Moor
Signature

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES §112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED \$10,000.

TOWN OF PALM BEACH

Town Council Meeting on: September 13, 2022

Section of Agenda

Minutes

Agenda Title

Approval of Major Matters Considered by the Architectural Review Commission at its Meeting of August 24, 2022.

Presenter

Wayne Bergman, Director of Planning, Zoning and Building

ATTACHMENTS:

- ▣ **Memorandum Dated August 31, 2022 from Wayne Bergman, Director of Planning, Zoning and Building**
- ▣ **Minutes of the Architectural Review Commission Meeting of August 24, 2022**

TOWN OF PALM BEACH

Information for Town Council Meeting on: September 14, 2022

To: Mayor and Town Council

Via: Kirk Blouin, Town Manager

From: Wayne Bergman, Director of Planning, Zoning & Building

Re: Approval of the Architectural Commission Meeting Minutes of August 24, 2022

Date: August 31, 2022

STAFF RECOMMENDATION

Staff recommends that the Town Council approve the major items that were approved by ARCOM at the regularly scheduled meeting of August 24, 2022.

BOARD OR COMMISSION RECOMMENDATION

The Architectural Commission recommends that the Town Council approve the major items that were considered at the regularly scheduled meeting of August 24, 2022.

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

kmc



TOWN OF PALM BEACH

PLANNING, ZONING AND BUILDING DEPARTMENT

MINUTES OF THE REGULAR ARCHITECTURAL REVIEW COMMISSION MEETING HELD ON WEDNESDAY, AUGUST 24, 2022

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

I. CALL TO ORDER

Chair Smith called the meeting to order at 9:02 a.m.

II. ROLL CALL

Jeffrey W. Smith, Chairman	PRESENT
Richard F. Sammons, Vice Chairman	PRESENT
John David Corey, Member	ABSENT (Unexcused)
Maisie Grace, Member	PRESENT
Betsy Shiverick, Member	PRESENT
Thomas Kirchhoff, Member	PRESENT
Kenn Karakul, Member	PRESENT
Dan Floersheimer, Alternate Member	PRESENT
Elizabeth Connaughton, Alternate Member	PRESENT
Joshua L. Martin, Alternate Member	PRESENT

Staff Members present were:

James Murphy, Assistant Director of Planning, Zoning and Building
Sarah Pardue, Design & Preservation Planner
Jordan Hodges, Design & Preservation Planner
Kelly Churney, Deputy Town Clerk
John C. Randolph, Town Attorney

III. PLEDGE OF ALLEGIANCE

Chairman Smith led the Pledge of Allegiance.

IV. APPROVAL OF THE MINUTES FROM THE JULY 27, 2022 MEETING

Motion made by Mr. Floersheimer and seconded by Mr. Karakul to approve the minutes from the July 27, 2022 meeting as amended. Motion carried unanimously, 7-0.

V. **APPROVAL OF THE AGENDA**

Motion made by Ms. Shiverick and seconded by Mr. Karakul to approve the agenda as presented. Motion carried unanimously, 7-0.

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

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

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

Ms. Grace suggested that all projects should only be provided 10 minutes for their presentation.

Other Commissioners expressed their support for this idea.

Motion made by Ms. Grace and seconded by Mr. Sammons to only allow 10 minutes for all presentations. Motion carried unanimously, 7-0.

VIII. **PROJECT REVIEW**

A. **CONSENT AGENDA OF MINOR PROJECTS**

1. **ARC-22-159 1280 N. LAKE WAY** The applicant, The AK Family Trust, have filed an application requesting Architectural Commission review and approval to replace the existing artificial turf with native vegetation.

This item was pulled from consent and was not approved with the consent agenda.

2. **ARC-22-175 210 FAIRVIEW RD.** The applicant, Aaron Ford, has filed an application requesting Architectural Commission review and approval for the construction of a new site wall and landscape improvements.
3. **ARC-22-179 151 CHILEAN AVE.** The applicant, Brad McPherson, has filed an application requesting Architectural Commission review and approval for the enclosure of an existing loggia.

This item was pulled from consent and was not approved with the consent agenda.

Motion made by Mr. Karakul and seconded by Mr. Floersheimer to approve the consent agenda as amended, which included project ARC-22-175, 210 Fairview Road. Motion carried unanimously, 7-0.

Please note: This approval did not include the following projects: ARC-22-159, 1280 N. Lake Way and ARC-22-179, 151 Chilean Avenue.

B. **ITEMS PULLED FROM CONSENT**

1. **ARC-22-159 1280 N. LAKE WAY** The applicant, The AK Family Trust, have

filed an application requesting Architectural Commission review and approval to replace the existing artificial turf with native vegetation.

Mr. Hodges provided staff comments on the project.

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

Ms. Grace discussed the reason she pulled the item from the consent agenda. The reasons related to the areas where the artificial turf would be remaining. She also questioned the material to replace the turf.

Dustin Mizell, Environmental Design Group, presented the landscape and hardscape proposed for the site.

Mr. Sammons was not in favor of keeping any artificial turf. He thought there was other material that could be used as a replacement.

Ms. Grace questioned if grass would grow in the areas next to the palms. Mr. Mizell responded.

Mr. Sammons wondered if some palms could be added to the decorative areas. Mr. Mizell responded.

Motion made by Ms. Grace to approve the project with the condition that all artificial turf shall be removed from the property.

Mr. Kirchhoff questioned how the artificial turf was initially installed. Mr. Mizell responded.

Mr. Sammons wondered if the artificial turf counted towards any greenspace calculations.

Mr. Murphy discussed how the Code Enforcement violation was initiated.

Mr. Sammons seconded the motion. Motion carried unanimously, 7-0.

2. **ARC-22-179 151 CHILEAN AVE.** The applicant, Brad McPherson, has filed an application requesting Architectural Commission review and approval for the enclosure of an existing loggia.

Mr. Hodges provided staff comments on the project.

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

Michael Perry, MP Design & Architecture, presented the architectural modifications to the existing loggia.

Ms. Shiverick suggested moving the entrance to the new space towards the kitchen, rather than positioning the space towards the front of the house. Mr. Perry explained the design proposed. Ms. Shiverick questioned the proposed plate glass window. Mr. Perry stated that the owners would be willing to add muntins on the window facing the street.

Mr. Sammons expressed concern for the lack of operable windows in the front of the home. Mr. Perry responded.

Mr. Floersheimer provided another suggestion for the space. Mr. Perry restated that he would add muntins south side window.

Mr. Kirchhoff agreed with the other Commissioners and wondered why the new space would block the view from the living room.

Motion made by Mr. Karakul and seconded by Mr. Floersheimer to approve the project with the condition that a set of French doors with mullions shall be added in the place of the plate glass window on the loggia element facing the street. Motion carried unanimously, 7-0.

C. **TIME EXTENSIONS**
None

D. **MAJOR PROJECTS – OLD BUSINESS**

1. **ARC-22-022 (ZON-22-021) 160 SEAVIEW AVE. (COMBO)** The applicant, Coral Beach Corporation (Angela Feldman, President) (160 Seaview Ave) and Seaview Holdings, Inc. (David Feldman, Director) (170 Seaview Ave), has filed an application requesting Architectural Commission review and approval of the construction of a new two-story guest house including variances from setback and point of measurement requirements on a unified site of 160 and 170 Seaview Avenue. Town Council will review the variance portion of the application.

Please note: This item was deferred to the September 28, 2022 meeting at Item V., Approval of the Agenda.

2. **ARC-22-029 411 BRAZILIAN AVE.** The applicant, Holy Union PB Limited (Sean Sheridan), has filed an application requesting Architectural Commission review and approval for the construction of a new approximately 3700 SF two story residence designed in a mix of modern and classical style architecture.

Please note: This item was deferred to the September 28, 2022 meeting at Item V., Approval of the Agenda.

3. **ARC-22-032 (ZON-22-017) 1237 N. LAKE WAY (COMBO)** The applicant, Frank H. Pearl and Geryl T. Pearl, has filed an application requesting Architectural Commission review and approval for construction of a new 5800

responded and discussed the preference for the placement of the home. A short discussion ensued about this topic.

Ms. Grace agreed that the west elevation had too much glass. She was in favor of the other changes to the main house and recommended reconsidering the west elevation.

Mr. Floersheimer thanked the architect for eliminating the variances, which had previously been requested.

Mr. Kirchhoff agreed that a restudy of the pool house was needed. He also questioned the size of the columns on the west side of the home.

Mr. Martin commended the applicant for working with the neighbor on the landscaping. He also commended the professional for restudying the design to remove the variances.

Mr. Smith called for public comment. No one indicated a desire to speak.

Motion made by Mr. Sammons and seconded by Mr. Karakul to approve the project with a restudy of the following elements, which will return to the September 28, 2022 meeting: pool pavilion, dining loggia and the columns on the west loggia. Motion carried unanimously, 7-0.

6. **ARC-22-105 (ZON-22-071) 124 COCOANUT ROW (COMBO)** The applicant, Nedim Soylemez and Rebecca Ann Soylemez, has filed an application requesting Architectural Commission review and approval for the demolition of an existing two-story residence and the construction of a new two-story residence including variances from the cubic content ratio (CCR), height and overall height, with related landscape and hardscape improvements. Town Council will review the variance portion of the applications.

Mr. Hodges provided staff comments on the project.

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

Andrew Kochen, Workshop APD, presented the architectural modifications for the newly proposed residence.

Mr. Kirchhoff was in full support of the changes.

Motion made by Mr. Kirchhoff and seconded by Mr. Karakul to approve the project as presented. Motion carried unanimously, 7-0.

Motion made by Mr. Kirchhoff and seconded by Mr. Karakul that implementation of the proposed variance will not cause negative

architectural impact to the subject property. Motion carried unanimously, 7-0.

7. **ARC-22-123 (ZON-22-078) 231 BRADLEY PL. (COMBO)** The applicant, Bradley Palm LLC, has filed an application requesting Architectural Commission review and approval for exterior design modifications and additions to the existing two-story office building including façade alterations and the construction of a new second floor balcony and new exterior stair, including variances from the parking requirements, setback requirements and lot coverage requirements. The variance and Special exception with site plan review portion of the application shall be reviewed by Town Council.

Mr. Hodges provided staff comments on the project.

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

M. Timothy Hanlon, attorney for the applicant, explained the zoning requests and advocated for a positive recommendation to the Town Council.

Pablo Garcia, Gensler, presented the architectural modifications for the existing commercial building.

Mr. Sammons thought the changes made the building worse. He thought the design was even more out of scale. He was not in favor of the cast stone detail added to the arch. He also stated the Commission requested a remedy for the cantilevered parking structure but was not in favor of the solution presented. He suggested reducing the size of the drive aisle into the parking garage. He was not in favor of the cross detail above the arch. He thanked the professional for adding mullions to the windows.

Ms. Shiverick agreed with Mr. Sammons's comments on the scale of the window. She recommended scaling back the arched windows and removing the detail above the arch. She also suggested changing the window frames to a different color other than black.

Ms. Connaughton was not in favor of the cast stone shown around the opening. She recommended using a lighter material. She also recommended removing the cross detail above the arch. Mr. Garcia responded. Ms. Connaughton thought the element needed further study.

Mr. Martin thought the architecture of the existing building was poor. He appreciated the professional's efforts but thought the building needed a larger renovation.

Mr. Karakul was in favor of some of the changes; however, he added that the front arch and elements still needed a restudy. He suggested using some historical references to redesign the front of the building.

Motion made by Mr. Floersheimer and seconded by Ms. Shiverick to defer the project to the September 28, 2022 meeting for a restudy of several items outlined by the Commissioners. Motion carried unanimously, 7-0.

8. **ARC-22-126 (ZON-22-088) 240 OLEANDER AVE. (COMBO)** The applicant, PTMJM Florida Investment Properties, LLC (Patricia Lambrecht), has filed an application requesting Architectural Commission review and approval for the demolition of an existing two-story apartment building and the construction of a new two-story single-family residence with final hardscape, landscape and pool, requiring variances due to deficient lot area and to exceed maximum lot coverage. Town Council will review the variance portion of the application.

Please note: This item was deferred to the September 28, 2022 meeting at Item V., Approval of the Agenda.

Please note: The Commission took a short break at 10:23. The meeting resumed at 12:37 p.m.

9. **ARC-22-127 234 LIST RD.** The applicant, Valley Property Management, LLC (Phil Cambo), has filed an application requesting Architectural Commission review and approval for the demolition of the existing one-story residence and the construction of a new one-story residence with related landscape and hardscape improvements.

Mr. Hodges provided staff comments on the project.

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

Gregory Bonner, B1 Architect, presented the architectural modifications for the newly proposed residence.

Ms. Shiverick appreciated the changes, particularly the shutters. She recommended the addition of shutters for the smaller windows on the front elevation. She inquired about the location for the gray paint as well. Mr. Bonner responded. She recommended eliminating the gray color. Mr. Bonner agreed. Ms. Shiverick suggested using pineapple lanterns in the front.

Ms. Grace was in favor of the changes and was in favor of the shutters.

Mr. Karakul thought the changes were successful.

Ms. Connaughton wondered if the front door was a bit diminutive. She recommended adding the shutters on the smaller windows. She questioned the louvers and arch on the entryway. She thought the item needed a bit of restudy.

Mr. Sammons asked if mullions would be added to the sliding glass doors on the rear of the home. Mr. Bonner responded. Mr. Sammons thought the sliders needed the mullions and suggested a change to the casement windows.

Mr. Kirchhoff agreed that shutters should be added to the smaller windows. Mr. Kirchhoff thought the entry could support a double front door.

Mr. Smith asked about the positioning of the shutters. Mr. Bonner responded.

Mr. Smith called for public comment. No one indicated a desire to speak.

Motion made by Mr. Karakul and seconded by Ms. Grace to approve the project with the following conditions: a pair of shutters shall be added to the smaller windows on the front elevation, the front door shall be widened, and the gray paint shall be replaced with white paint in all areas. Motion carried unanimously, 7-0.

10. **ARC-22-140 248 VIA MARILA** The applicant, 248 Via Marila Trust dated September 13, 2021 (Guy Rabideau), has filed an application requesting Architectural Commission review and approval for the demolition of an existing two-story single-family residence, one-story guesthouse, pool and hardscape, and the construction of a new two-story single-family residence with related hardscape and landscape improvements.

Mr. Hodges provided staff comments on the project.

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

Stephen Roy, Roy & Posey, presented the architectural modifications for the newly proposed residence.

Ms. Shiverick confirmed the windows were double-hung windows. Mr. Roy provided confirmation. Ms. Shiverick inquired about the bright green gutter pipes shown in plan. Mr. Roy confirmed the pipes were copper.

Mr. Karakul thought the home was wonderful and well done. He was in full support.

Mr. Smith called for public comment. No one indicated a desire to speak.

Motion made by Mr. Karakul and seconded by Ms. Shiverick to approve the project as presented. Motion carried unanimously, 7-0.

11. **ARC-22-148 (ZON-22-105) 150 SEMINOLE AVE. (COMBO)** The applicant, James Lansing and Haviva D. Langenauer, as Trustee of the Haviva E. Langenauer Trust u/a/d/8/10/92, has filed an application requesting Architectural Commission review and approval for a demolition and redesign of

the southern portion of the existing two-story residence, a redesign of all facades, the construction of an approximately 680 SF addition to the second story, and new pool, and new hardscape and landscape, requiring variances to maintain existing nonconforming setbacks with more than 50% demolition of a nonconforming structure as part of a renovation. Town Council will review the variance portion of the application.

Please note: This item was deferred to the September 28, 2022 meeting at Item V., Approval of the Agenda.

D. MAJOR PROJECTS – NEW BUSINESS

1. **ARC-22-115 (ZON-22-125) 233 BAHAMA LN. (COMBO)** The applicants, Richard and Lori Jabara, have filed an application requesting Architectural Commission review and approval for a 437 SF rear addition and exterior alterations including roof, window, and door replacement for an existing one-story residence, including variances from landscape open space and setback requirements for a proposed rear landing due to demolition of more than 50% of a structure on a nonconforming lot as part of the renovation. This is a combination project that shall also be reviewed by Town Council as it pertains to the variances and Site Plan Review.

Ms. Pardue provided staff comments on the project.

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

Maura Ziska, attorney for the applicant, explained the zoning requests and advocated for a positive recommendation to the Town Council.

Raphael Saladrigas, Studio SR, presented the architectural modifications and additions for the existing residence.

Dustin Mizell, Environment Design Group, presented the landscape and hardscape modifications for the site.

Ms. Grace thought the project was good. She thought the variance was small and found it to be acceptable. She preferred the style of the existing windows to the newly proposed windows but overall, supported the project.

Ms. Shiverick wondered about the columns at the front entrance. She recommended using wrought iron as seen in the historical photographs. Mr. Saladrigas responded. She recommended changing the garage doors to white; she also recommended using a darker blue for the front door. Mr. Saladrigas agreed with the suggestions.

Mr. Kirchhoff thought the project was nice. He wondered about the size of the casements and added that the shutters looked too big. Mr. Saladrigas responded and explained the reason for the bi-fold shutters.

Mr. Floersheimer wondered about the entrance to the bathroom on the first floor plan. He inquired about the three windows in the bathroom and wondered if there would be enough space for shutters. Mr. Saladrigas responded. Mr. Floersheimer inquired about the number of steps entering the home in the rear of the home. Mr. Mizell responded.

Ms. Connaughton questioned the use of shutters on the larger openings. She recommended framing the opening with landscaping or something different. Mr. Saladrigas responded.

Mr. Floersheimer was in favor of the landscaping changes.

Ms. Shiverick inquired if the neighbor to the north weighed in on the variance. Mr. Saladrigas responded and stated they did not speak to the neighbor.

Mr. Smith questioned the design of the columns.

Mr. Smith called for public comment. No one indicated a desire to speak.

Motion made by Ms. Grace and seconded by Mr. Sammons that implementation of proposed variance will not cause negative architectural impact to the subject property. Motion carried unanimously, 7-0.

Motion made by Mr. Floersheimer and seconded by Mr. Karakul to approve the project as presented with the request to consider all of the suggestions made by the Commissioners. Motion carried unanimously, 7-0.

2. **ARC-22-136 (ZON-22-101) 980 S. OCEAN BLVD. (COMBO)** The applicant, 980 South Ocean (Emma), LLC; 980 South Ocean (Ian), LLC; 980 South Ocean (Jane), LLC (JANE HOLZER), has filed an application requesting Architectural Commission review and approval for the demolition of an existing two-story residence and two-story accessory structure and the construction of a new two-story residence with basement on a lot deficient in width and lot area requirements the R-A Zoning District with related landscape and hardscape improvements. This is a combination project that shall also be reviewed by Town Council as it pertains to zoning relief/approval.

Ms. Pardue provided staff comments on the project.

Call for disclosure of ex parte communication: Disclosure by several members. *Mr. Sammons declared a conflict of interest with the proposed project and left the dais during the discussion.*

Roger Janssen, Dailey Janssen Architects, presented the architectural plans for the newly proposed residence.

John Lang, Lang Design Group, presented the landscape and hardscape modifications for the site.

Mr. Smith called for public comment. No one indicated a desire to speak.

Mr. Floersheimer wondered if there would be unity of title with any of the other properties. Mr. Lang responded. Mr. Floersheimer thought the professionals were using the slope of the land to their advantage. He inquired if any of the mechanical equipment could be moved into the basement. Mr. Janssen stated that the generator was located in the basement. Mr. Floersheimer asked about the ceiling heights. Mr. Janssen responded.

Ms. Shiverick thought the house was a bit cold and sterile and thought maybe it was due to the white stucco. She recommended using a different material for the gates and railings or adding more stone on the body of the house. Mr. Janssen responded.

Mr. Kirchhoff did not believe the metal railings were consistent with the other materials on the home.

Mr. Karakul was in favor of the home and thought the home had style. He questioned the front door in relationship to the surrounding doors; he saw no importance to the main door. Mr. Janssen responded and indicated it was the original gate.

Ms. Grace was in favor of the gates, but thought the house looked heavy and boxy. She suggested adding traditional elements on the home and liked Ms. Shiverick's suggestion to lighten and warm the home.

Ms. Connaughton liked the austerity of the home. She agreed that mixing the materials, metal, and wood, was not particularly successful. She also suggested restudying the master wing.

Mr. Martin thanked the applicant for not maximizing the entire lot. He was in favor of the height, scale, and mass of the home. He thought the home was chic.

Mr. Smith was not in favor of the front door design. He inquired if the front loggia would be enclosed. Mr. Janssen responded. Mr. Smith also questioned if the home would fit onto the street. Mr. Smith agreed with Mr. Karakul's assessment of the front door.

Mr. Floersheimer inquired about the curb cuts for the property. He suggested making the eastern curb cut an entry and the western curb cut an exit.

Motion made by Ms. Shiverick and seconded by Ms. Grace to defer the project to the September 28, 2022 meeting with the request to restudy the elements discussed by the Commissioners, particularly the front door, the possibility of the addition of more traditional elements, restudying the design of the master bedroom and the louvered columns. Motion carried unanimously, 7-0.

3. **ARC-22-144 (ZON-22-103) 164 SEMINOLE AVE. (COMBO)** The applicant, JPBK PROPERTIES #2 LLC (James Held), has filed an application requesting Architectural Commission review and approval for the construction of a new one-story residence with hardscape and landscape improvements on a vacant parcel, requiring variances for angle of vision and generator location. This is a combination project that shall also be reviewed by Town Council as it pertains to zoning relief/approval.

Ms. Pardue provided staff comments on the project.

Call for disclosure of ex parte communication: Disclosure by several members. *Mr. Karakul declared a conflict of interest with the proposed project and left the dais during the discussion.*

Daniel Kahan, Smith and Moore Architects, Inc., presented the architectural plans for the newly proposed residence.

Cory Meyer, Nievera Williams Design, presented the landscape and hardscape modifications for the site.

Ms. Grace was in favor of the one-story home. She also was in favor of the requested variance. She questioned if the home's design style would fit into the area. She wondered if the color of the home could be changed. She acknowledged that the solar panels would not be seen on the flat roof. She questioned the pleached trees proposed and wondered if they fit into the neighborhood.

Mr. Kirchhoff was in favor of the home.

Mr. Sammons was in favor of the home. He inquired about the cornice over the front door. Mr. Kahan responded. Mr. Sammons asked about the windowsills. He also thought the piers were a bit too thin. He recommended adding an ornamental element for some relief.

Ms. Shiverick thought the home was outstanding and exuded quality. She thought the home was befitting of the street. She agreed with Mr. Sammons's suggestion to add some ornamental details on the rear of the home. She supported the variances.

Ms. Connaughton agreed with the suggestion of an awning on the rear of the home. She inquired about the divided lights on the front of the home. Mr. Kahan responded.

Mr. Floersheimer was in favor of the home design and thought it would fit into the neighborhood. He questioned the use of awnings on the rear of the home. He recommended eliminating one of the garage bays to reduce the angle of vision. Mr. Kahan responded. Mr. Floersheimer questioned the amount of empty space over some of the windows and garage doors.

Mr. Martin thought the home was brilliant. He was in favor of the green courtyard.

Motion made by Mr. Sammons and seconded by Mr. Floersheimer to approve the project with the request to study a shade addition for the rear of the property. Motion carried unanimously, 7-0.

Motion made by Ms. Shiverick and seconded by Mr. Floersheimer that implementation of the proposed variances will not cause negative architectural impact to the subject property. Motion carried unanimously, 7-0.

4. **ARC-22-160 269 JAMAICA LN.** The applicant, Marrano Holdings 2022 INC, has filed an application requesting Architectural Commission review and approval for the construction of a new two-story residence with hardscape and landscape improvements.

Ms. Pardue provided staff comments on the project.

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

David Gengler, Gengler Architecture, presented the architectural plans for the newly proposed residence. He also reviewed the landscape renderings with the Commissioners.

Mr. Smith called for public comment.

James McCartney Wearn, 260 Jamaica Lane, provided his objections to the proposed home.

Stuart Dweck, 252 Jamaica Lane, provided his objections to the proposed home.

Mr. Kirchhoff questioned the eaves proposed on the home. He thought the home should have gutters and cornices, especially around the front door. He suggested restudying the front and garage doors. He questioned the window over the rear of the home. He suggested using a six-over-six window on the front of the home.

Ms. Connaughton thought the home was designed as a spec home. She requested to see details of the design and thought the home was quickly put together. Mr. Gengler responded.

Ms. Grace thought a two-story home was acceptable; however, she did not feel like this home had any charm. She requested that some interest be added to the home. She was not in favor of the two Date palms proposed in the front of the site.

Mr. Sammons thought the home had many problems in the details and the design was not up to the standards of Palm Beach. He was in favor of the individual pavers rather than a solid material.

Mr. Floersheimer agreed with the other Commissioners. He stated that the vegetation was overgrown; he asked to see a very detailed landscape plan moving forward.

Mr. Karakul agreed with the other Commissioners. He was not in favor of the pillars on the front entrance. He thought the project needed a major restudy.

Mr. Kirchhoff recommended checking the size of his scale figures in the drawings. He also strongly recommended bringing a landscape architect at the next presentation.

Ms. Shiverick asked the professional to look at the home at 253 Jamaica Lane, as she felt there was some charm in this particular home.

Ms. Grace stated she contemplated making a motion for a denial.

Motion made by Ms. Grace and seconded by Ms. Shiverick to defer the project for two months, to the October 26, 2022 meeting, with a restudy of the entire project. Motion carried unanimously, 7-0.

5. **ARC-22-161 (ZON-22-108) 335 COCOANUT ROW (COMBO)** The applicant, N & R 335, LLC (Robert F. Kassatly) has filed an application requesting Architectural Commission review and approval for the demolition of an existing two-story residence and the construction of a new two-story residence on a deficient in lot width and lot area requirements the R-C Zoning District with related landscape and hardscape improvements, including variances from both side setback and landscape open space requirements, and from the minimum lot width and lot area requirements. This is a combination project that shall also be reviewed by Town Council as it pertains to zoning relief/approval.

Ms. Pardue provided staff comments on the project.

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

Maura Ziska, attorney for the applicant, explained the zoning requests and advocated for a positive recommendation to the Town Council.

Kyle Fant, Bartholemew + Partners, presented the architectural modifications for the newly proposed residence.

Dustin Mizell, Environment Design Group, presented the landscape and hardscape modifications for the site.

Mr. Smith called for public comment. No one indicated a desire to speak.

Mr. Martin thought the application was very complete. He was happy to see that the applicant was building on a smaller lot. He questioned the material for the chimney and thought the base of the building was a bit too heavy. He recommended painting the cedar shake with a pop of color.

Mr. Floersheimer thanked the professional for the inspiration photographs. He liked the concept of the bike storage area. He was in favor of the planters that hid the increased elevation of the home. He thought the east and west facades were successful; but questioned the north and south facades.

Mr. Sammons agreed with Mr. Martin's comments. He liked the east/west facades but was not as enamored with the north and south facades. He thought the windows on the north elevation were a little lean. He expressed a concern for the removal of the secondary building and wondered if the style of the home would fit onto the street. Overall, he thought the house was good.

Ms. Connaughton thought the presentation was successful and the project was nice. She asked the professional to pull the home more forward on the lot. She recommended trying to change the windows on the second floor, front façade.

Mr. Kirchhoff was in favor of the project. He wondered if there was a bit too much detail on the home. He wondered if the chimneys were too stylized and agreed maybe a painted, brick base would look better. He questioned the infill area with the clapboard siding; he recommended adding shingles to this area. He also questioned the vertical panes in the upper sashes on the windows; he recommended using divided lites.

Ms. Grace thought the house was nice and did not have any issues with the variances. She did question the stone on the bottom of the home and chimney.

Ms. Shiverick liked the design and was in favor of the bungalow. She agreed with Mr. Kirchhoff that it may be a little too stylized. She also suggested to restudy the stone on the chimney and surround on the bottom.

Mr. Karakul thought the presentation was wonderful and well thought out. He offered his support of the project.

Mr. Smith agreed and thought the presentation was nice. He liked the style of the home and supported the project.

Motion made by Mr. Sammons and seconded by Mr. Karakul to approve the project as presented.

Mr. Sammons suggested to study the use of shingles on the infill areas.

Motion carried unanimously, 7-0.

Motion made by Ms. Shiverick and seconded by Ms. Grace that implementation of the proposed variances will not cause negative architectural impact to the subject property. Motion carried unanimously, 7-0.

Please note: A lunch break was taken at 12:54 p.m. The meeting resumed at 1:58 p.m. Mr. Martin returned at 2:01 p.m. Ms. Grace returned at 2:02 p.m.

6. **ARC-22-167 273 TANGIER AVE.** The applicant, Gretchen Jordan, has filed an application requesting Architectural Commission review and approval for landscape and hardscape alterations, including a new driveway, pool deck, and modifications to existing site walls.

Ms. Pardue provided staff comments on the project.

Call for disclosure of ex parte communication: Disclosure by Messrs. Karakul and Floersheimer.

Adam Mills, Environment Design Group, presented the landscape and hardscape modifications for the site.

Mr. Smith inquired about the garage on the east side. Mr. Mills responded and stated the condition was existing.

Ms. Shiverick inquired about the sample for the stone. Mr. Mills showed the Commissioners a photograph of the material. Ms. Shiverick expressed concern for the look of the paving and the hardscape next to the pool. She suggested adding some movement in the material. Mr. Mills responded.

Mr. Floersheimer inquired about the existing site wall and asked for a description on where it would change. Mr. Mills responded.

Ms. Grace inquired about the material proposed for the limestone paving. Mr. Mills responded. She recommended using a lighter stone. She also expressed

concern for the increase in hardscape around the pool and the Podocarpus proposed for the front of the property.

Mr. Karakul inquired about the pillars and wondered if they were existing; he also asked if there were any gates proposed for the project. Mr. Mills responded. He asked about the driveway material. Mr. Mills responded. Mr. Karakul was not in favor of carrying the new hardscape material to the street.

Ms. Connaughton was not in favor of the basalt proposed and recommended using a material more local to Palm Beach.

Mr. Smith called for public comment. No one indicated a desire to speak.

Motion made by Mr. Sammons and seconded by Mr. Karakul to approve the project with the following conditions: the pattern shall be removed from the driveway aprons, the basalt material shall be changed to a lighter material and one that is more local, and the hardscape around the pool shall be reduced. Motion carried 6-1, with Mr. Floersheimer dissenting.

7. **ARC-22-169 625 CREST RD.** The applicant, 625 Crest Road LLC, has filed an application requesting Architectural Commission review and approval for construction of a new two-story residence.

Ms. Pardue provided staff comments on the project.

Call for disclosure of ex parte communication: Disclosure by several members. *Mr. Sammons declared a conflict of interest with the proposed project and left the dais during the discussion.*

Andrew Kochen, Workshop/APD, presented the architectural modifications for the existing residence.

Cory Meyer, Nievera Williams Design, presented the landscape and hardscape modifications for the site.

Mr. Smith called for public comment. No one indicated a desire to speak.

Mr. Karakul thought the landscape changes were fine. He was not in favor of the changes to the garage elements. He thought the change to the front door was fine, but he did not like the roofs on the garage elements.

Ms. Grace was in favor of the landscape changes. She liked the previous roofs on the garage elements and questioned the proposed design. She thought the proposed change took away from the design. She also was not in favor of the changes to the railings.

Ms. Shiverick agreed that the garage elements were better as they existed; she was not in favor of the proposed changes. She also agreed with Ms. Grace that the previous railings were superior on the rear. She was in favor of removing the shutters.

Ms. Grace suggested using a lighter window frame.

Mr. Kirchhoff agreed with his fellow Commissioners and supported the original garage design. He liked the new entry design with the pair of columns but questioned the second-floor element over the entry. He also stated he preferred the Chippendale railings to the proposed railings. He was not in favor of the changes to the loggia and steps on the rear elevation.

Mr. Smith liked the original home and was not in favor of any of the changes proposed.

Motion made by Ms. Grace and seconded by Ms. Shiverick to defer the project to the September 28, 2022 meeting. Motion carried unanimously, 7-0.

8. **ARC-22-178 581 E. WOODS RD.** The applicant, 581 E Woods Rd. LLC., has filed an application requesting Architectural Commission review and approval for exterior alterations to an existing two-story residence, including roof, window, and door replacement.

Ms. Pardue provided staff comments on the project.

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

Michael Perry, MP Design & Architecture, presented the architectural modifications for the existing residence.

Ms. Grace thought the changes were minor and supported the project.

Mr. Karakul supported the project. He thought the changes made the home look superior.

Ms. Shiverick inquired about the lowering of the windowsills for two of the windows. Mr. Perry responded.

Mr. Smith called for public comment. No one indicated a desire to speak.

Motion made by Ms. Shiverick and seconded by Mr. Floersheimer to approve the project as presented. Motion carried unanimously, 7-0.

E. MINOR PROJECTS – OLD BUSINESS

1. **ARC-22-152 375 S. COUNTY RD.** The applicant, Three Seventy-Five South County Assoc/Gedney Station, have filed an application requesting Architectural Commission review and approval for the installation of two (2) wall mounted pieces of artwork in the courtyard of an existing one-story building.

Please note: This item was deferred to the September 28, 2022 meeting at Item V., Approval of the Agenda.

2. **ARC-22-119 150 WORTH AVE.** The applicants, Wilson 150 Worth LLC, have filed an application requesting Architectural Commission review and approval for the installation of new second floor window openings along the south elevation and the installation of new service gates.

Mr. Hodges provided staff comments on the project.

Call for disclosure of ex parte communication: Disclosure by several members. *Mr. Sammons declared a conflict of interest with the proposed project and left the dais during the discussion.*

Jaime Torres Cruz, Fairfax and Sammons, presented the architectural modifications for the existing, commercial building.

Dustin Mizell, Environment Design Group, presented the landscape plans proposed for the site. He presented an alternate plan on the overhead projector, which showed more landscape screening.

Mr. Smith called for public comment.

Harvey Oyer, attorney representing The Colony Hotel, indicated that any approval for the eight proposed windows would not constitute an approval for additional windows. He thanked the professionals for working with them on their items of concern. He outlined the items that they had agreed to and discussed the two items that still were outstanding. He then discussed his requests, particularly the items that his client would like to see to move forward.

Please note: Mr. Martin left the room at 2:55 p.m.

M. Timothy Hanlon, attorney for Wilson 150 Worth LLC, acknowledged the items agreed upon by both parties. He discussed items laid out by Mr. Oyer, addressing the dates for construction, the height of the proposed landscaping, and Mr. Oyer's client's stipulation for any future lease agreements.

Ms. Shiverick thought the Commission's purview was the aesthetics of the windows, which she did not believe was an issue. She thought the only issue would be the timing of the construction.

Ms. Grace did not have an objection to large, plain walls. She did express concern for the proposed eight windows that were tightly spaced, while leaving the remainder of the wall bare. She also suggested the possibility of adding more under plantings to screen the new pool of the neighbor.

Mr. Floersheimer agreed with Ms. Shiverick's statement; however, he felt more landscaping was needed to screen the east garden of the neighbor. Mr. Floersheimer recalled the discussion that the windows would be obscured for privacy. Mr. Torres Cruz stated that the windows would be gray tinted.

Mr. Karakul inquired about the sill of the windows. Mr. Torres Cruz responded. Mr. Karakul thought all the windows should be screened with landscaping.

Mr. Kirchhoff inquired about the property lines shown on the plans. Mr. Mizell responded. Mr. Kirchhoff recommended moving the sidewalk along the building and planting an entire row of screening for the windows. Mr. Kirchhoff also questioned the proposed Pigeon Plum trees and wondered if they were the appropriate material.

Mr. Oyer stated his client did not oppose the windows and thought Mr. Sammons did a good job with the design. He thought the issue was the lack of landscaping. He agreed with the other Commissioners that the area in question needed more landscaping.

Mr. Smith suggested that the Commission approve the windows as proposed but to defer the landscaping to allow both parties to come up with a solution.

There was a short discussion on whether the windows should be approved without the landscaping plan.

Mr. Hanlon stated that the owner had no objections to committing the addition of plantings along the full length of the windows.

Motion made by Mr. Karakul and seconded by Ms. Shiverick to approve the project with the following conditions: dense, mature landscaping shall be added along the full length of the windows, which shall be agreed upon by both parties, and the construction schedule shall be agreed upon by both parties. Motion carried unanimously, 7-0.

3. **ARC-22-138 353 PERUVIAN AVE.** The applicant, Lifestyle Holdings, LLC, has filed an application requesting Architectural Commission review and approval for a modification to the existing interior hardscape and landscape, that will include new paving and water features within the interior courtyard and

Mr. Sammons inquired about the material for the deck. Mr. Mizell stated it was Ipe decking. Mr. Sammons encouraged any changes that would help to get the building reinstated and looking nicer for the neighborhood. He thought the Commission should opine on the landscaping to assist with settling the Code Enforcement violation.

Ms. Ziska read an email from the Code Enforcement Department that addressed the violation.

Mr. Biggins stated there were no awnings in the interior courtyard of the building.

Ms. Shiverick thought the plantings were too contemporary. She thought the garden looked like it did not belong in Palm Beach. She thought more traditional plantings should be used.

Ms. Connaughton agreed with Ms. Shiverick. She questioned the character of the interior courtyard as proposed. She thought the landscaping felt a bit too modern for the space.

Ms. Grace thought there was no context to determine whether the landscaping was appropriate.

Mr. Kirchhoff agreed with Ms. Shiverick. He questioned the materials proposed and thought the design should be more consistent with the area.

Mr. Martin wondered if the design should resemble the walkways in Major alley. He suggested adding more hardscape in the area. He questioned the colors proposed for the landscaping as well as labeling the space a Via. He suggested toning down the landscaping.

Ms. Grace thought the building looked dilapidated. She was unsure how the owner would attract visitors until the building was resolved.

A discussion ensued about a possible motion for the project, as well as how to help the applicant resolve the Code Enforcement violation.

Motion made by Ms. Shiverick and seconded by Ms. Grace to defer the project to the October 26, 2022 meeting, with the direction that the professional restudy the garden and return with a less contemporary looking garden and that staff assist the applicant in resolving the Code Enforcement violation. Motion carried unanimously, 7-0.

A second motion made by Mr. Floersheimer and seconded by Ms. Shiverick to approve a cursory cleanup of the courtyard, including clearing out the hardscape and replanting the area with grass. Motion carried 6-1, with Ms. Grace opposed.

compromise. Mr. Baumoehl understood the concern and stated he would speak to his client.

Ms. Grace indicated that she would like to see any other color than black; she did not believe that color fit on Worth Avenue.

Motion made by Ms. Shiverick to defer the project to the September 28, 2022 meeting, to allow the professional to determine if the awning color can be changed to a lighter color and to reduce as much black items as possible.

Mr. Baumoehl asked if he could order the storefront in black. A short discussion ensued on whether the storefront could be ordered.

Mr. Sammons was not worried about the black storefront as much as the other black elements proposed.

Motion amended by Ms. Shiverick and seconded by Ms. Grace to defer the project to the September 28, 2022 meeting, to allow the professional to determine if the awning color can be changed to a lighter color, to reduce as much black items as possible, and to see if the detailing around the storefront could be changed to stone. Motion carried 6-1, with Mr. Floersheimer dissenting.

2. **ARC-22-174 223 WORTH AVE.** The applicant, Jerome Baumoehl Architect, Inc. (Jerome I. Baumoehl, NCARB), has filed an application requesting Architectural Commission review and approval to replace the existing storefront with impact window and doors and a new awning.

Ms. Pardue provided staff comments on the project.

Call for disclosure of ex parte communication: Disclosure by Messrs. Floersheimer, Karakul and Ms. Grace.

Jerome Baumoehl, Architect, presented the architectural modifications for the commercial space.

Mr. Sammons asked about the light shown around the storefront. Mr. Baumoehl indicated that light shown was a drafting error.

Mr. Martin inquire about the portion of the façade to be removed. Mr. Baumoehl further explained the project, particularly the removal of the elements on the existing façade.

Mr. Floersheimer thought the design was acceptable and added he could support the design.

Ms. Connaughton preferred the existing design and was not in support of the proposed. She thought the existing design felt more like Palm Beach. Ms. Grace agreed.

Mr. Kirchhoff agreed and wondered if Mr. Baumoehl's client would apply their name to the existing building. Mr. Baumoehl responded and discussed the condition of the existing stucco.

Mr. Sammons stated that the existing storefront could be restored. He supported the comment to keep the existing façade.

Ms. Connaughton thought some interesting changes could be made to the glazing.

Mr. Baumoehl inquired if the storefront could be ordered. After some discussion, the Commission did not support the request.

Mr. Sammons preferred the existing center door of the storefront.

Ms. Shiverick suggested changing the fluted limestone to stucco.

Mr. Martin asked staff if the sign met the zoning ordinance. Ms. Pardue stated the proposed sign complied. Mr. Martin liked the existing condition of the building. He recommended returning with a different logo and a simpler façade.

Motion made by Ms. Grace to defer the project to the September 28, 2022 meeting.

Mr. Kirchhoff stated he liked the doors in the middle of the storefront, and the two glass columns. Mr. Baumoehl responded.

Mr. Sammons seconded the motion. Motion carried unanimously, 7-0.

IX. UNSCHEDULED ITEMS (3 MINUTE LIMIT PLEASE)

1. Public

There were no comments heard at this time.

2. Staff

Ms. Pardue stated she sent Ms. Shiverick a list of speaking points on House Bill 423. She provided an overview of the bill and addressed how it would impact the projects moving forward at ARCOM and LPC. She informed the Commission that Mr. Bergman presented the issue at the August Landmarks Preservation Commission meeting if they would like to listen.

Please note: Mr. Martin left the meeting at 4:02 p.m.

Ms. Shiverick inquired about the chance of the bill getting appealed. Mr. Murphy

responded and discussed the efforts to obtain a modification to the law.

Mr. Sammons wondered if the bill affected historic districts. Mr. Murphy responded no.

3. Commission

Ms. Shiverick stated that the Preservation Foundation had an idea of creating a design guideline for the island. She stated that the Foundation was willing to pay for an in-depth study of each neighborhood to assist in the creation of these guidelines. She stated these design guidelines would be provided to the ARCOM and LPC members as well as design professionals.

Mr. Murphy explained why the historic districts were not affected. Ms. Grace thought the Sea Street districts should be revisited or placing the entire island in a historic district as suggested by Mr. Sammons.

Mr. Murphy continued to answer questions relating to which landmark properties would be affected by the new bill, the bill's effect on the historically significant building program, and the conservation districts.

Mr. Murphy was excited to hear about the Preservation Foundation's efforts on the design guidelines. He recommended setting up an appointment with the consultant for Code Review to allow them to collaborate.

A discussion ensued about the benefits of design guidelines.

X. **NEXT MEETING DATE:** Wednesday, September 28, 2022

XI. **ADJOURNMENT**

Motion made by Mr. Floersheimer and seconded by Mr. Karakul to adjourn the meeting at 4:18 p.m. The meeting was adjourned without the benefit of a roll call.

The next meeting will be held on Wednesday, September 28, 2022 at 9:00 a.m. in the Town Council Chambers, 2nd floor, Town Hall, 360 S. County Road.

Respectfully Submitted,

Jeffrey W. Smith, Chairman
ARCHITECTURAL COMMISSION

kmc

TOWN OF PALM BEACH

Town Council Meeting on: September 13, 2022

Section of Agenda

Resolutions

Agenda Title

RESOLUTION NO. 110-2022 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Amending the Town of Palm Beach Master Fee Schedule by Modifying Parking Placard and Paid Parking Fees, and Providing an Effective Date.

Presenter

Jane Le Clainche, Director of Finance

ATTACHMENTS:

- ▣ **Memorandum Dated August 31, 2022, from Jane Le Clainche, Director of Finance**
- ▣ **Resolution No. 110-2022**

TOWN OF PALM BEACH

Information for Town Council Meeting on: September 13, 2022

TO: Mayor and Town Council

VIA: Kirk Blouin, Town Manager

FROM: Jane Le Clainche, Finance Director

RE: Changes to Fees for Placard and Paid Parking Spaces and Parking Ticket Fines
Resolution No. 110-2022
Resolution No. 111-2022

DATE: August 31, 2022

STAFF RECOMMENDATION

Staff recommends the Town Council approve Resolution No. 110-2022 revising fees for placard and paid parking spaces, and Resolution No. 111-2022 revising parking fines.

GENERAL INFORMATION

Paid parking (kiosk or ParkMobile) and placard fees were increased in 2021. At that time, most paid parking fees were raised from \$3/hour to \$4/hour. New kiosks were installed in 2020 on the 100 block of Sunrise and the 100, 200 and 300 blocks of North County initially at a rate of \$5/hour, which was increased last year to \$6 per hour. Paid parking was also recently implemented on the eastern ends of the 100 blocks of Brazilian, Australian, Chilean, Peruvian and Hammon initially at a rate of \$5/hour and changed to \$6 last year. South Ocean Blvd (Mid-Town Beach) was increased from \$5 to \$6 last year and Phipps Ocean Park was decreased from \$5 to \$4.

Resolution No. 110-2022 will adopt if approved, increases to parking related fees, as follows:

1. Fees for the parking placard program will increase by 20%, as outlined below for the various options available for purchase.

1 Month Placard

Current: \$138

Proposed: \$165

6 Month Placard

Current: \$648

Proposed: \$777

4 Month Placard

Current: \$462

Proposed: \$554

12 Month Placard

Current: \$1,212

Proposed: \$1,454

2. Fees for “metered” paid parking in \$4/hour locations are proposed to increase to \$5/hour except for the Royal Palm Way/Recreation Center Lot which is proposed to remain at \$3/hour, fees for \$6/hour locations are proposed to increase to \$7/hour if approved by the Town Council. Last year fees were adopted for South Lake Drive, but these were not implemented due to changes for marina parking. We are proposing to eliminate these rates from the schedule. Below are the current metered parking areas within the Town and the proposed changes to fees.

Bradley Place (100 Block)

Current: \$4/hour

Proposed: \$5/hour

Royal Palm Way (100 Block)

Current: \$6/hour

Proposed: \$7/hour

Royal Palm Way/Recreation Center Lot

Current: \$3/hour

Proposed: \$3/hour (NO CHANGE)

North County (100, 200 & 300 Blocks)

Current: \$6/hour

Proposed: \$7/hour

Peruvian (200 and 300 Blocks)

Current: \$4/hour

Proposed: \$5/hour

Sunrise (100 Block)

Current: \$6/hour

Proposed: \$7/hour

Phipps Ocean Park (South Lot)

Current: \$4/hour

Proposed: \$5/hour

Phipps Ocean Park (North Lot)

Current: \$4/hour

Proposed: \$5/hour

South Ocean Blvd (Mid-Town Beach)

Current: \$6/hour

Proposed: \$7/hour

100 Blocks of Brazilian, Australian, Chilean, Peruvian and Hammon

Current: \$6/hour

Proposed: \$7/hour

South Lake Drive (Adjacent to Marina)

Current: \$4/hour

Proposed: Eliminate

Parking ticket fines have not been increased since November 2011. Currently, fines within residential areas are \$60 and those within commercial areas are \$50. Staff is proposing that the fines for commercial areas be raised to \$60 and residential areas be raised to \$75. Resolution No. 111-2022 if adopted, will increase the fines.

For the first nine months of fiscal year 2022, there have been 6,556 tickets issued in residential zones and 3,704 tickets issued in commercial areas. Based on this distribution, revenue is expected to increase by \$170,000 in FY23 if these rates are adopted.

FUNDING/FISCAL IMPACT

The fee increases are anticipated to increase parking revenues by approximately \$664,000 annually; \$170,000 from parking tickets and \$494,000 from parking placard and meter rates.

TOWN ATTORNEY REVIEW

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

Cc: Nicholas Cristo, Police Chief
Amy Wood, Assistant Finance Director

RESOLUTION NO. 110-2022

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN
OF PALM BEACH, PALM BEACH COUNTY, FLORIDA,
AMENDING THE TOWN OF PALM BEACH MASTER FEE
SCHEDULE BY MODIFYING PARKING PLACARD AND
PAID PARKING FEES, AND PROVIDING AN EFFECTIVE
DATE.**

WHEREAS; the Town Council has adopted the Town of Palm Beach Master Fee Schedule,
and;

WHEREAS; Town staff has proposed revisions to the fees relating to parking placard
program and paid parking spaces, and

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

Section 1. The Master Fee Schedule for parking placards shall be revised to read as
follows:

1 Month Placard
\$165

6 Month Placard
\$777

4 Month Placard
\$554

12 Month Placard
\$1,454

Section 2. The Mater Fee Schedule for paid parking spaces shall be revised to read as
follows:

Bradley Place (100 Block)
\$5/hour

Royal Palm Way (100 Block)
\$7/hour

Royal Palm Way/Recreation Center Lot
\$3/hour (NO CHANGE)

North County (100, 200 & 300 Blocks)
\$7/hour

Peruvian (200 and 300 Blocks)
\$5/hour

Sunrise (100 Block)
\$7/hour

Phipps Ocean Park (South Lot)
\$5/hour

Phipps Ocean Park (North Lot)
\$5/hour

South Ocean Blvd (Mid-Town Beach)
\$7/hour

**100 Blocks of Brazilian, Australian,
Chilean, Peruvian and Hammon**
\$7/hour

South Lake Drive (Adjacent to Marina)
Eliminate

Section 3. The adopted fees shall become effective on November 1, 2022.

PASSED AND ADOPTED in a regular, adjourned session of the Town Council of the Town of Palm Beach assembled this 13th day of September 2022.

Danielle H. Moore, Mayor

Margaret A. Zeidman, Town Council President

Bobbie Lindsay, Town Council President Pro Tem

Julie Araskog, Town Council Member

ATTEST:

Edward A. Cooney, Town Council Member

Pat Gayle-Gordon, Acting Town Clerk

Lewis S.W. Crampton, Town Council Member

TOWN OF PALM BEACH

Town Council Meeting on: September 13, 2022

Section of Agenda

Resolutions

Agenda Title

RESOLUTION NO. 111-2022 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Amending the Town of Palm Beach Master Fee Schedule by Modifying Parking Fines, and Providing an Effective Date.

Presenter

Jane Le Clainche, Director of Finance

ATTACHMENTS:

- ▣ **Resolution No. 111-2022**
- ▣ **Exhibit A**

RESOLUTION NO. 111-2022

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN
OF PALM BEACH, PALM BEACH COUNTY, FLORIDA,
AMENDING THE TOWN OF PALM BEACH MASTER FEE
SCHEDULE BY MODIFYING PARKING FINES, AND
PROVIDING AN EFFECTIVE DATE.**

WHEREAS; the Town Council has adopted the Town of Palm Beach Master Fee Schedule,
and;

WHEREAS; Town staff has proposed revisions to the fees relating to parking fines, and

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

Section 1. The Master Fee Schedule for parking fines is revised with the changes to only
pages 20 and 21 found on Exhibit “A” (attached):

Section 2. The adopted fines shall become effective on November 1, 2022.

PASSED AND ADOPTED in a regular, adjourned session of the Town Council of the Town of
Palm Beach assembled this 13th day of September 2022.

Danielle H. Moore, Mayor

Margaret A. Zeidman, Town Council President

Bobbie Lindsay, Town Council President Pro Tem

Julie Araskog, Town Council Member

ATTEST:

Edward A. Cooney, Town Council Member

Pat Gayle-Gordon, Acting Town Clerk

Lewis S.W. Crampton, Town Council Member

Town of Palm Beach Master Fee Schedule

CONSTRUCTION PERMIT (AFTER THE FACT) CONSTRUCTION:			
Construction Without a Permit	300% of Permit Fee	PZB	
CONSTRUCTION WORK IN RIGHTS-OF-WAY EXCEEDING TIME PERMITTED PENALTY FEE:			
Work Performed After the Time Allowed in the Applicable Permit	\$1,000.00/per day	PZB	
DEMOLITION PERMIT VIOLATIONS:			
Violations of Conditions Placed Upon Granting of Demolition Permit, per violation	\$250.00/per day	PZB	
FIRE & LIFE SAFETY INSPECTION LATE FEE:			
Late Payments Finance Charge	10% of Inspection Fee	FR	
PARKING FINES - COMMERCIAL ZONING DISTRICTS:			
Overtime Parking as Referenced in Section 118-92 (a)(1)	\$50.00 \$60.00	FIN	
Parking on Wrong Side of Street as Referenced in Section 118-92 (a)(2)	\$50.00 \$60.00	FIN	
Parking at Yellow Curb as Referenced in Section 118-92 (a)(3)	\$50.00 \$60.00	FIN	
Blocking Driveway as Referenced in Section 118-92 (a)(4)	\$50.00 \$60.00	FIN	
Parking on Sidewalk as Referenced in Section 118-92 (a)(5)	\$50.00 \$60.00	FIN	
Trespassing by Vehicle as Referenced in Section 118-92 (a)(6)	\$50.00 \$60.00	FIN	
No Parking (designated hours) as Referenced in Section 118-92 (a)(7)	\$50.00 \$60.00	FIN	
Parking Too Close to Fire Hydrant as Referenced in Section 118-92 (a)(8)	\$55.00 \$60.00	FIN	
No Parking Anytime as Referenced in Section 118-92 (a)(9)	\$50.00 \$60.00	FIN	
Double Parking as Referenced in Section 118-92 (a)(10)	\$50.00 \$60.00	FIN	
Obstructing Traffic as Referenced in Section 118-92 (a)(11)	\$50.00 \$60.00	FIN	
Parking in Loading Zone as Referenced in Section 118-92 (a)(12)	\$50.00 \$60.00	FIN	
Residential Parking as Referenced in Section 118-92 (a)(13)	\$50.00 \$60.00	FIN	
Vehicle Parked Across Lines Designating Parking Space as Referenced in Section 118-92 (a)(14)	\$50.00 \$60.00	FIN	
Vehicle Parked in Wrong Direction on One-Way Street as Referenced in Section 118-92 (a)(15)	\$50.00 \$60.00	FIN	
Parking at Curbs Designated in Red as Referenced in Section 118-92 (a)(16)	\$50.00 \$60.00	FIN	
Expired Meter as Referenced in Section 118-92 (a)(17)	\$50.00 \$60.00	FIN	
Official Parking Only as Referenced in Section 118-92 (a)(18)	\$50.00 \$60.00	FIN	
Parking in Crosswalk as Referenced in Section 118-92 (a)(19)	\$50.00 \$60.00	FIN	
Parking in Passenger Loading Zone as Referenced in Section 118-92 (a)(20)	\$50.00 \$60.00	FIN	
Overtime Parking in a Designated Parking Zone (in addition to any other parking regulation violation noted at the time of fine issuance) as Referenced in Section 118-92 (a)(21)	\$50.00 \$60.00	FIN	

Town of Palm Beach Master Fee Schedule

All Other Parking Violations as Prescribed by Appropriate State Statute or Other Town Ordinance as Referenced in Section 118-92 (b)	\$50.00	\$60.00	FIN
<u>PARKING FINES - RESIDENTIAL ZONING DISTRICTS:</u>			
Overtime Parking as Referenced in Section 118-92 (a)(1)	\$60.00	\$75.00	FIN
Parking on Wrong Side of Street as Referenced in Section 118-92 (a)(2)	\$60.00	\$75.00	FIN
Parking at Yellow Curb as Referenced in Section 118-92 (a)(3)	\$60.00	\$75.00	FIN
Blocking Driveway as Referenced in Section 118-92 (a)(4)	\$60.00	\$75.00	FIN
Parking on Sidewalk as Referenced in Section 118-92 (a)(5)	\$60.00	\$75.00	FIN
Trespassing by Vehicle as Referenced in Section 118-92 (a)(6)	\$60.00	\$75.00	FIN
No Parking (designated hours) as Referenced in Section 118-92 (a)(7)	\$60.00	\$75.00	FIN
Parking Too Close to Fire Hydrant as Referenced in Section 118-92 (a)(8)	\$65.00	\$75.00	FIN
No Parking Anytime as Referenced in Section 118-92 (a)(9)	\$60.00	\$75.00	FIN
Double Parking as Referenced in Section 118-92 (a)(10)	\$60.00	\$75.00	FIN
Obstructing Traffic as Referenced in Section 118-92 (a)(11)	\$60.00	\$75.00	FIN
Parking in Loading Zone as Referenced in Section 118-92 (a)(12)	\$60.00	\$75.00	FIN
Residential Parking as Referenced in Section 118-92 (a)(13)	\$60.00	\$75.00	FIN
Vehicle Parked Across Lines Designating Parking Space as Referenced in Section 118-92 (a)(14)	\$60.00	\$75.00	FIN
Vehicle Parked in Wrong Direction on One-Way Street as Referenced in Section 118-92 (a)(15)	\$60.00	\$75.00	FIN
Parking at Curbs Designated in Red as Referenced in Section 118-92 (a)(16)	\$60.00	\$75.00	FIN
Expired Meter as Referenced in Section 118-92 (a)(17)	\$60.00	\$75.00	FIN
Official Parking Only as Referenced in Section 118-92 (a)(18)	\$60.00	\$75.00	FIN
Parking in Crosswalk as Referenced in Section 118-92 (a)(19)	\$60.00	\$75.00	FIN
Parking in Passenger Loading Zone as Referenced in Section 118-92 (a)(20)	\$60.00	\$75.00	FIN
Overtime Parking in a Designated Parking Zone (in addition to any other parking regulation violation noted at the time of fine issuance) as Referenced in Section 118-92 (a)(21)	\$60.00	\$75.00	FIN
All Other Parking Violations as Prescribed by Appropriate State Statute or Other Town Ordinance as Referenced in Section 118-92 (b)	\$60.00	\$75.00	FIN
<u>PARKING FINES - RIGHT-OF-WAY CONSTRUCTION PARKING:</u>			
First Offense, per day, per vehicle	\$75.00		CE & PW
Second Offense, per day, per vehicle	\$150.00		CE & PW

TOWN OF PALM BEACH

Town Council Meeting on: September 13, 2022

Section of Agenda

Resolutions

Agenda Title

RESOLUTION NO. 112-2022 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving the Award of ITB No. 2022-19, Street Sweeping and Bike Trail Sweeping to Bright Star Property Maintenance Services in the Annual Amount of \$97,160 and Establishing a Five-Year Award in the Amount of \$534,590, Based on Satisfactory Performance, Mutual Agreement and Budget Authorization.

Presenter

Dean Mealy, Procurement and Contract Manager

ATTACHMENTS:

- ▣ **Memorandum dated August 25, 2022 from Dean Mealy, Procurement and Contract Manager**
- ▣ **Resolution No. 112-2022**
- ▣ **Bid Tab**

TOWN OF PALM BEACH

Information for Town Council Meeting on: September 13, 2022

TO: Mayor and Town Council

VIA: Kirk W. Blouin, Town Manager

VIA: Jane Le Clainche, CPA Finance Director

FROM: Dean Mealy II, NIGP-CPP, CPPO Procurement and Contract Manager

RE: Resolution Approving the Award of ITB No. 2022-19, Street Sweeping and Bike Trail Sweeping to Bright Star Property Maintenance Services in the Annual Amount of \$97,160 and Establishing a Five-Year Award in the amount of \$534,590, Based on Satisfactory Performance, Mutual Agreement and Budget Authorization – **Resolution No. 112-2022**

DATE: August 25, 2022

STAFF RECOMMENDATION

Town staff recommends that Town Council Approve Resolution No. 112-2022, Approving the Award of ITB No. 2022-19, Street Sweeping and Bike Trail Sweeping to Bright Star Property Maintenance Services in the Annual Amount of \$97,160 and Establishing a Five-Year Award in the amount of \$534,590, Based on Satisfactory Performance, Mutual Agreement and Budget Authorization.

GENERAL INFORMATION

The contract for Street Sweeping and Bike Trail Sweeping expires on September 30, 2022. There were no additional options for renewal. As such, a new solicitation was issued for the identified services to be provided. ITB No. 2022-19 was advertised nationally to 420 vendors. The Town received four responses.

The low responsive, responsible vendor, Bright Star Property Maintenance Services is being recommended for award. Procurement and Contract Management conducted references checks on the firm and noted no negative feedback.

FUNDING/FISCAL IMPACT

Funding for this program is from the Public Works Operational Budget.

USER DEPARTMENT CONCURRENCE

This item has been reviewed by the Public Works Department and is approved as recommended.

TOWN ATTORNEY REVIEW

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

RESOLUTION NO. 112-2022

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF
PALM BEACH, PALM BEACH COUNTY, FLORIDA,
APPROVING THE AWARD OF ITB NO. 2022-19, STREET
SWEEPING AND BIKE TRAIL SWEEPING TO BRIGHT STAR
PROPERTY MAINTENANCE SERVICES IN THE ANNUAL
AMOUNT OF \$97,160 AND ESTABLISHING A FIVE-YEAR
AWARD IN THE AMOUNT OF \$534,590, BASED ON
SATISFACTORY PERFORMANCE, MUTUAL AGREEMENT
AND BUDGET AUTHORIZATION**

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

Section 1. The Town Council of the Town of Palm Beach hereby approves Resolution No. 112-2022, Approving the Award of ITB No. 2022-19, Street Sweeping and Bike Trail Sweeping to Bright Star Property Maintenance Services in the Annual Amount of \$97,160 and Establishing a Five-Year Award in the amount of \$534,590, Based on Satisfactory Performance, Mutual Agreement and Budget Authorization.

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

PASSED AND ADOPTED in a regular, adjourned session of the Town Council of the Town of Palm Beach assembled this 13TH day of *September* 2022.

Danielle H. Moore, Mayor

Margaret A. Zeidman, Town Council President

Bobbie Lindsay, Town Council President Pro Tem

Julie Araskog, Town Council Member

ATTEST:

Edward A. Cooney, Town Council Member

Pat Gayle-Gordon, Acting Town Clerk

Lewis S.W. Crampton, Town Council Member



Town of Palm Beach

ITB 2022-19

Street Sweeping and Bike Trail Sweeping Bid Tabulation

Basis of Award					BrightStar Property Maintenance Services		International Sweeping Inc dba Facilities Pro-Sweep		All American Sweeping		USA Services of Florida, LLC	
Lot	Route	Description	Unit	Quantity	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
1 – STREET SWEEPING SERVICES	A	1. Royal Palm Way between South Ocean and the bridge.	Month	12	\$ 210.20	\$ 2,522.40	\$ 200.00	\$ 2,400.00	\$ 173.77	\$ 2,085.24	\$ 682.49	\$ 8,189.88
1 – STREET SWEEPING SERVICES	A	2. Worth Ave. between South Ocean Boulevard and Coconut Row.	Month	12	\$ 215.10	\$ 2,581.20	\$ 250.00	\$ 3,000.00	\$ 173.77	\$ 2,085.24	\$ 682.49	\$ 8,189.88
1 – STREET SWEEPING SERVICES	A	3. County Rd. between Worth Ave and Wells Rd.	Month	12	\$ 203.20	\$ 2,438.40	\$ 235.00	\$ 2,820.00	\$ 173.77	\$ 2,085.24	\$ 682.49	\$ 8,189.88
1 – STREET SWEEPING SERVICES	A	4. Royal Poinciana Way between North County Rd. and the bridge.	Month	12	\$ 210.20	\$ 2,522.40	\$ 200.00	\$ 2,400.00	\$ 173.75	\$ 2,085.00	\$ 682.49	\$ 8,189.88
1 – STREET SWEEPING SERVICES	A	5. South Ocean Blvd. between Gulfstream and Barton Ave.	Month	12	\$ 210.20	\$ 2,522.40	\$ 200.00	\$ 2,400.00	\$ 173.77	\$ 2,085.24	\$ 682.49	\$ 8,189.88
1 – STREET SWEEPING SERVICES	A	6. Coconut Row – Bradley Place between Worth Ave and Wells Rd.	Month	12	\$ 215.10	\$ 2,581.20	\$ 235.00	\$ 2,820.00	\$ 173.77	\$ 2,085.24	\$ 682.49	\$ 8,189.88
1 – STREET SWEEPING SERVICES	A	7. Peruvian Ave. between Lake and South Ocean Boulevard.	Month	12	\$ 215.10	\$ 2,581.20	\$ 200.00	\$ 2,400.00	\$ 173.77	\$ 2,085.24	\$ 682.49	\$ 8,189.88
1 – STREET SWEEPING SERVICES	B	Streets from East Inlet Dr. to Garden Rd. including East/West and Nor	Month	12	\$ 1,465.00	\$ 17,580.00	\$ 1,445.00	\$ 17,340.00	\$ 1,659.47	\$ 19,913.64	\$ 3,255.86	\$ 39,070.32
1 – STREET SWEEPING SERVICES	C	All Streets from Adam Rd. to Coral Ln.	Month	12	\$ 1,465.00	\$ 17,580.00	\$ 1,475.00	\$ 17,700.00	\$ 1,920.12	\$ 23,041.44	\$ 3,782.69	\$ 45,392.28
1 – STREET SWEEPING SERVICES	D	All streets from Wells Rd. to Seaview Ave. including Phipps Plaza and	Month	12	\$ 1,465.00	\$ 17,580.00	\$ 1,400.00	\$ 16,800.00	\$ 1,364.07	\$ 16,368.84	\$ 2,689.78	\$ 32,277.36
1 – STREET SWEEPING SERVICES	E	All streets from Brazilian Ave. to Ibis Isle Rd. and all of Ibis Isle	Month	12	\$ 1,501.00	\$ 18,012.00	\$ 1,575.00	\$ 18,900.00	\$ 2,528.31	\$ 30,339.72	\$ 4,963.98	\$ 59,567.76
2 – BICYCLE PATH SWEEPING SERVICES	1	Onondaga to Sunset at Royal Poinciana.	Sweep	78	\$ 88.00	\$ 6,864.00	\$ 100.00	\$ 7,800.00	\$ 40.00	\$ 3,120.00	\$ 79.86	\$ 6,229.08
2 – BICYCLE PATH SWEEPING SERVICES	2	Four Arts to Whitehall Way	Sweep	78	\$ 23.00	\$ 1,794.00	\$ 35.00	\$ 2,730.00	\$ 40.00	\$ 3,120.00	\$ 79.86	\$ 6,229.08
				Total	\$ 97,159.20		\$ 99,510.00		\$ 110,500.08		\$ 246,095.04	
					Apparent Awardee							
Additional Services					BrightStar Property Maintenance Services		International Sweeping Inc dba Facilities Pro-Sweep		All American Sweeping		USA Services of Florida, LLC	
Description					Rate per hour		Rate per hour		Rate per hour		Rate per hour	
Additional as-needed and /or as-required Street and Bicycle Trail Sweeping					\$ 97.00		\$ 120.00		\$ 200.00		\$ 148.95	

TOWN OF PALM BEACH

Town Council Meeting on: September 13, 2022

Section of Agenda

Resolutions

Agenda Title

RESOLUTION NO. 113-2022 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving the Awarding of a Purchase Order for Milling and Paving, Town of Palm Beach Undergrounding Phases 2 and 3 South and Via Palma Roadway and Drainage Improvements to Ranger Construction Industries, Inc. in the Amount of \$1,690,811.32 and Establishing a Project Budget of \$1,944,432.

Presenter

Dean Mealy, Procurement and Contract Manager

ATTACHMENTS:

- ▣ **Memorandum dated August 25, 2022 from Dean Mealy, Procurement and Contract Manager**
- ▣ **Resolution No. 113-2022**
- ▣ **Bid Tab**

TOWN OF PALM BEACH

Information for Town Council Meeting on: September 13, 2022

TO: Mayor and Town Council

VIA: Kirk W. Blouin, Town Manager

VIA: Jane Le Clainche, CPA Finance Director

FROM: Dean Mealy II, NIGP-CPP, CPPO Procurement and Contract Manager

RE: Resolution No. 113-2022, Approving the Award of a Purchase Order for Milling and Paving, Town of Palm Beach Undergrounding Phases 2 and 3 South and Via Palma Roadway and Drainage Improvements to Ranger Construction Industries, Inc. in the Amount of \$1,690,811.32 and Establishing a Project Budget of \$1,944,432- **Resolution No. 113-2022**

DATE: August 25, 2022

STAFF RECOMMENDATION

Town staff recommends that Town Council Approve Resolution No. 113-2022, Approving the Award of a Purchase Order for Milling and Paving, Town of Palm Beach Undergrounding Phases 2 and 3 South and Via Palma Roadway and Drainage Improvements to Ranger Construction Industries, Inc. in the Amount of \$1,690,811.32 and Establishing a Project Budget of \$1,944,432.

GENERAL INFORMATION

After the completion of each phase of undergrounding all roads are milled and resurfaced as part of the pavement management program.

Three bids were received for this project with completion time being an awarding factor. Upon receipt of all bids, a follow-up email was sent to each firm requesting the number of days to complete the project. Ranger Construction Industries, Inc. was the secondary bidder by price, however, they were able to commit to a forty-day completion schedule. The project was advertised in the Palm Beach Post.

Bidder	Price	No. of Days to Complete
R&D Paving	\$1,541,961.05	120 days
Ranger Construction Industries, In.	\$1,690,811.32	40 days
J.W. Cheatham	\$1,869,173.05	90 days

Paving is scheduled to begin September 19 contingent on all poles being down. The contract excludes portions of South County Road that will be paved by FDOT in the next few years. All remaining streets between Sloan's Curve and the intersection of South County Road and Ocean Boulevard will be milled and resurfaced.

This contract also includes the drainage for Via Palma that Town Council authorized the residents to contribute the funding to complete this work. Via Palma was included in the bid in an effort to get the best pricing for Via Palma as possible. The total work is estimated to take 40 days once started.

For the Via Palma improvement, the estimate is \$249,095.50 which is part of the overall Project Budget. The value was determined based on the bid that was submitted to Procurement and Contract Management. Those items include the Via Palma improvements per the Chad Gruber Engineering plans and a percentage of the of the overall project insurance/bonding, mobilization/demobilization, maintenance of traffic, NPDES, pre-construction videoing, surveying, testing/inspections, hauling of excess fill material offsite, and driveway protection. The percentage used was 20%. The estimated value also reflects the subtracting out of the Milling and resurfacing that the Town committed to doing. The reimbursement to the Town will be made once the contract is awarded.

FUNDING/FISCAL IMPACT

Funding for this program is from the Capital Improvement Program. The drainage for Via Palma will be reimbursed by the residents of the effected area.

USER DEPARTMENT CONCURRENCE

This item has been reviewed by the Public Works Department and is approved as recommended.

TOWN ATTORNEY REVIEW

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

RESOLUTION NO. 113-2022

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF
PALM BEACH, PALM BEACH COUNTY, FLORIDA,
APPROVING THE AWARD OF A PURCHASE ORDER FOR
MILLING AND PAVING, TOWN OF PALM BEACH
UNDERGROUNDING PHASES 2 AND 3 SOUTH AND VIA
PALMA ROADWAY AND DRAINAGE IMPROVEMENTS TO
RANGER CONSTRUCTION INDUSTRIES, INC. IN THE
AMOUNT OF \$1,690,811.32 AND ESTABLISHING A PROJECT
BUDGET OF \$1,944,432**

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

Section 1. The Town Council of the Town of Palm Beach hereby approves Resolution No. 113-2022, Approving the Award of a Purchase Order for Milling and Paving, Town of Palm Beach Undergrounding Phases 2 and 3 South and Via Palma Roadway and Drainage Improvements to Ranger Construction Industries, Inc. in the Amount of \$1,690,811.32 and Establishing a Project Budget of \$1,944,432.

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

PASSED AND ADOPTED in a regular, adjourned session of the Town Council of the Town of Palm Beach assembled this 13TH day of *September* 2022.

Danielle H. Moore, Mayor

Margaret A. Zeidman, Town Council President

Bobbie Lindsay, Town Council President Pro Tem

Julie Araskog, Town Council Member

ATTEST:

Edward A. Cooney, Town Council Member

Pat Gayle-Gordon, Acting Town Clerk

Lewis S.W. Crampton, Town Council Member

Discussion

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TOWN OF PALM BEACH

Town Council Meeting on: September 13, 2022

Section of Agenda

Resolutions

Agenda Title

RESOLUTION NO. 114-2022 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving Proposed Fixed Costs for Property, Liability, Workers' Compensation, Automobile and Ancillary Coverages for FY 2023 in the Amount of \$1,086,742 and Variable Costs in the Amount of \$1,100,000; Approving A Non-Exclusive Insurance Broker Services Agreement With Relation Insurance Service of Florida, Inc. "Relation", in the Amount of \$45,000; Approving A Non-Exclusive Insurance Broker Services Agreement with Arthur J. Gallagher Risk Management Services, Inc., "AJG," In The Amount Of \$7,500; Approving A Third Party Administration Services Agreement with Preferred Governmental Claim Solution "PGCS" In The Amount Of \$54,827; Conditioning All Matters Contained Herein Subject to Approval of The Fiscal Year 2023 Budget; and Authorizing the Town Manager To Execute the Non-Exclusive Insurance Broker Services Agreements with Relation, AJG and PGCS on Behalf of the Town.

Presenter

Dean Mealy, Procurement and Contract Manager

ATTACHMENTS:

- ▣ **Memorandum dated August 28, 2022 from Dean Mealy, Procurement and Contract Manager and Karen Temme, Risk Manager**
- ▣ **Resolution No. 114-2022**
- ▣ **Exhibit "A" - Premiums Coverage Option Comparison**
- ▣ **Exhibit "B" - Lines of Coverage Summary**
- ▣ **Exhibit "C" - Relation Non-Exclusive Insurance Broker Services Agreement**
- ▣ **Exhibit "D" - AJG Non-Exclusive Insurance Broker Services Agreement**
- ▣ **Exhibit "E" - PGCS Agreement**

TOWN OF PALM BEACH

Information for Town Council Meeting on: September 13, 2022

To: Mayor and Town Council

Via: Kirk Blouin, Town Manager

Via: Jane LeClainche, Finance Director

From: Dean Mealy, II NIGP-CPP, CPPO Town Procurement and Contract Manager
Karen Temme, ARM, Risk Manager

Re: Liability, Property, Workers' Compensation, Automobile
& Ancillary Insurance Coverages for FY2023
Resolution No. 114-2022 – Insurance Program Renewal

Date: August 28, 2022

STAFF RECOMMENDATION

Staff recommends Town Council approve Resolution No. 114-2022 for the Town's 2022-2023 insurance program as outlined in this memorandum and authorize the Town Manager to execute the necessary documents and required payments prior to October 1, 2022. Based upon staff recommendations, the total fixed costs for the FY23, insurance renewals including premiums, claims management and broker fees are \$1,086,742.

GENERAL INFORMATION

The Town's risk insurance program is a hybrid program, as it includes insurance that is first dollar traditional coverage and coverages that are self-insured. Remaining partially self-insured provides the Town with input to decision-making for those lines of insurance that are self-insured. The current hybrid model employed by the Town provides maximum flexibility to adjust to market conditions and save money where possible.

Beyond traditional lines of coverage with established deductibles, the self-insurance program also uses an alternative risk financing method whereby an exposure to loss is retained by the Town under the self-insured retention (SIR). An SIR is the amount that the Town self-insures beneath the excess coverage. With an SIR, the insured has control over the claims management and loss control.

The Town has purchased excess insurance coverage above the SIR. The insurance premium savings over the traditional/first dollar program allows the Town to keep the premium dollars in

house in order to reserve funds to cover future potential losses. The required reserve fund amounts are calculated using actuarial models and claim information.

FUNDING/FISCAL IMPACT

The Risk Fund and overall budget for FY23 has sufficient funding to cover the recommendations herein for Property, Liability, Workers' Compensation, Automobile physical damage and Ancillary coverages for the FY23, insurance renewal.

PURCHASING REVIEW

The Procurement and Contract Manager has reviewed and approved the documents for the for FY23 insurance renewal.

ATTACHMENTS

c: Department Directors
 Gillian Barth, People & Culture Division Director
 Andy Jadoo, IT Division Director
 Dean Mealy, Procurement and Contract Manager

RESOLUTION NO. 114-2022

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING PROPOSED FIXED COSTS FOR PROPERTY, LIABILITY, WORKERS' COMPENSATION, AUTOMOBILE AND ANCILLARY COVERAGES FOR FY2023 IN THE AMOUNT OF \$1,086,742 AND VARIABLE COSTS IN THE AMOUNT OF \$1,100,000; APPROVING A NON-EXCLUSIVE INSURANCE BROKER SERVICES AGREEMENT WITH RELATION INSURANCE SERVICE OF FLORIDA, INC. "RELATION", IN THE AMOUNT OF \$45,000; APPROVING A NON-EXCLUSIVE INSURANCE BROKER SERVICES AGREEMENT WITH ARTHUR J. GALLAGHER RISK MANAGEMENT SERVICES, INC., "AJG," IN THE AMOUNT OF \$7,500; APPROVING A THIRD PARTY ADMINISTRATION SERVICES AGREEMENT WITH PREFERRED GOVERNMENTAL CLAIM SOLUTION "PGCS" IN THE AMOUNT OF \$54,827; CONDITIONING ALL MATTERS CONTAINED HEREIN SUBJECT TO APPROVAL OF THE FISCAL YEAR 2023 BUDGET; AND AUTHORIZING THE TOWN MANAGER TO EXECUTE THE NON-EXCLUSIVE INSURANCE BROKER SERVICES AGREEMENTS WITH RELATION, AJG AND PGCS ON BEHALF OF THE TOWN.

* * * * *

WHEREAS, staff has recommended renewal of the proposed Property, Liability, Workers' Compensation, Automobile and Ancillary insurance coverages to memorialize the expectations of the Town of Palm Beach relative to services to be provided by the Town's insurance brokers of record and other parties as may be needed.

WHEREAS, Town Council accepts the staff recommendation and hereby approves the awards in the manner stated herein.

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 proposed Property, Liability, Workers' Compensation, Automobile and Ancillary insurance coverages for FY2023 as recommended by staff as part of the FY2023 insurance renewal proposal, attached hereto as Exhibit "A", is hereby approved in the amount of \$1,086,742 fixed costs and \$1,100,000 variable costs.

- Section 3: The Lines of Coverage Summary, attached hereto as Exhibit “B”, is hereby approved.
- Section 4: The Non-Exclusive Insurance Broker Services Agreements with Relation, attached hereto as Exhibit “C”, is hereby approved in the amount of \$45,000.
- Section 5: The Non-Exclusive Insurance Broker Services Agreement with AJG, attached hereto as Exhibit “D”, is hereby approved in the amount of \$7,500.
- Section 6: The Third Party Administration Services Agreement with PGCS attached hereto as Exhibit “E”, is hereby approved in the amount of \$54,827.

PASSED AND ADOPTED in a regular, adjourned session of the Town Council of the Town of Palm Beach assembled this 13th day of September 2022.

Danielle H. Moore, Mayor

Margaret A. Zeidman, Town Council President

Bobbie Lindsay, Town Council President Pro Tem

Julie Araskog, Town Council Member

ATTEST:

Edward A. Cooney, Town Council Member

Pat Gayle-Gordon, Acting Town Clerk

Lewis S.W. Crampton, Town Council Member

INSURANCE PREMIUMS
FY22 Actual vs FY23 Proposed vs Budget FY23

Exhibit “A”

Summary: The original FY23 budget submitted projected premium renewals totaling **\$1,241,398**. The Town is recommending Option 2 coverages with FMIT in the amount of **\$1,086,742**.

Coverage Type	FY22 Actual	FY23 Proposed Budget	FY23 Renewal Option 1 Ambridge/Lloyds/FMIT	FY23 Renewal Option 2 FMIT
Property includes Boiler & Machinery & Inland Marine	\$495,899	\$555,407	\$538,095	\$538,095
Rental Equipment Coverage	\$6,250	\$6,875	\$6,250	\$6,250
General Liability	\$49,500	\$54,450	\$64,000	\$48,915
Cyber Liability ¹	\$0	\$100,000	n/a	\$7,500
Law Enforcement Liability	\$44,500	\$48,950	\$50,000	\$32,901
Unmanned Aviation Liability ² (Public Safety Drones)	\$1,688	\$1,775	\$1,775	\$1,775
Public Officials/ Employment Practices	\$110,000	\$121,000	\$100,000	\$109,153
Employee Benefits Liability	Included	Included	Included	Included
Automobile Liability	\$55,000	\$60,500	\$60,000	\$49,791
Automobile Physical Damage	\$17,021	\$19,064	\$21,264	\$21,264
Commercial Crime	\$5,400	\$5,400	\$5,400	\$5,400
Storage Tank Liability	\$6,388	\$7,026	\$6,388	\$6,388
Excess Workers' Compensation ³	\$94,239	\$105,548	\$104,585	\$104,585
Workers' Compensation State Assessment for self-insureds	\$6,500	\$6,500	\$6,500	\$6,500
Claims Management	\$53,230	\$54,827	\$54,827	\$54,827
Insurance Agent Flat Rate Fee	\$47,500	\$52,500	\$52,500	\$52,500
NFIP Flood Insurance ²	\$32,917	\$34,116	\$34,116	\$34,116
Marine Hull & Liability ²	\$7,112	\$7,460	\$6,782	\$6,782
Total Fixed Costs	\$1,033,144	\$1,241,398	\$1,112,482	\$1,086,742

¹ FMIT provided a quote. Other carriers have declined to quote or provided an indication with a premium above \$100,000.

² All lines of coverage renew on 10/1/2022, except those marked with this footnote.

³ Subject to an annual audit by FMIT, the Town's excess insurance carrier.

SUMMARY OF LOSS FUND

Coverage Type	Actual FY22	Proposed FY23 Budget	FY23 Renewal Proposals
Loss Fund to pay claims	\$1,100,000	\$1,100,000	\$1,100,000



FY23 Risk Management Program Lines of Coverage Summary

Exhibit “B”

The following provides a summary of the various lines of coverage purchased within the Town’s hybrid Risk Management program, showing both FY22 and FY23 premium costs. The program utilizes premium plans and a budgeted loss fund that is determined by an actuarial evaluation of the projected claim exposure to cover the claims and expenses incurred in the various liability coverages outlined herein.

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Property

The Property insurance coverage is a traditional/first dollar policy. The property insurance covers the Town's buildings and contents for fire, theft, wind, and flood. Florida Municipal Insurance Trust, FMIT, provides this coverage.

The property coverage premium is \$538,095 with a \$25,000 per occurrence deductible. The Named Storm deductible is a 5% deductible of the insured value per location per occurrence. The program also includes a \$5,000,000 limit of liability for flood, which is in excess of the National Flood Insurance Program (NFIP) policies for Flood zones A or V. A \$5,000 or All Other Perils deductible, whichever is greater, per occurrence applies for other Flood zones.

The Property coverage includes various extensions of coverage including valuable papers and records at a limit of \$500,000, extra expense at a limit of \$1,000,000, business income \$500,000, electronic data processing software at \$250,000, fine arts up to \$250,000 with a maximum of \$15,000 any one item.

FMIT's provides their members with access to Synergy Disaster Preparedness and Turnkey Recovery Programs. These programs allow the Town direct access to services and programs for crisis planning, disaster response and recovery, from fires to floods to hurricanes. FMIT has decades of recovery experience combined with cutting-edge technology to provide critical incident communications both pre and post event, rapid damage assessments immediately after a catastrophe, and building stabilization services that maintain operations and reduce claim costs. Based upon the Town's losses over the past several years, we found that the Turnkey Recovery Program saves the Town time and money by quickly restoring the facilities to their regular operations and allowing the Town to transfer of risk of hiring contractors to FMIT.

FMIT also provides Property Damage Mitigation Coverage. This coverage will provide the Town with immediate stabilization services (such as water extraction and remediation services), through FMIT's disaster recovery partnership and vendor network with a \$500,000 per occurrence limit and no deductible.

As a condition of receiving Public Assistance for permanent work through FEMA, the Town is required to remain compliant with Section 311 of the Stafford Act and its implementing regulations, Title 44 CFR 206.250-253. This requires the Town to maintain wind coverage for the life of the facility. Should the Town fail to keep this coverage, FEMA will not provide assistance for the same facility in future disasters.

The commercial property rates have continued to increase depending on the level of CAT-exposure. The Town's renewal is an 8% market premium increase. This premium increase is below the current industry pricing for a barrier island.

To ensure the best pricing, the Town's insurance broker, Relation Insurance Services did obtain estimated pricing with layering coverage with various carriers which would have resulted in a



premium between \$750,000 - \$1,000,000, and a higher deductible. The estimated pricing was not competitive with the FMIT premium and policy coverages.

Carrier: Florida Municipal Insurance Trust "FMIT"

	<u>FY22</u>	<u>FY23</u>
Premium:	\$495,899	\$538,095
Deductible:	\$25,000	\$25,000
	<i>5% per scheduled location for Named Storm</i>	
Total Insured Value:	\$53,942,363	\$55,359,951

Boiler and Machinery

Boiler and Machinery is for equipment breakdown, is covered under the heading of property coverage. The Boiler and Machinery coverage includes equipment within the Town's Water Resources Division such as storm water and sewer pumps, generators and air conditioning equipment as outlined in the Town's equipment schedule.

Carrier: Florida Municipal Insurance Trust "FMIT"

	<u>FY22</u>	<u>FY23</u>
Premium:	Included in Property Premium	Included in Property Premium
Deductible:	\$25,000	\$25,000
Total Insured Value:	Same as Property	Same as Property

Equipment Rental Coverage

This coverage allows the Town to lease/rent small and large equipment such as generators, backhoes, water trucks, excavators, dozer, etc. and meet the equipment rental insurance requirements of outside vendors. The Town compared costs for purchasing the coverage through the rental company versus purchasing an annual stand-alone policy. It was determined to be a cost savings to purchase a stand-alone annual policy. Based upon urgent needs throughout the year, including post-storm to rent equipment this coverage continues to be necessary.

Carrier: Scottsdale Insurance Company

	<u>FY22</u>	<u>FY23</u>
Premium:	\$6,250	\$6,250
Deductible:	\$5,000 and 5% wind/hail subject to \$5,000 minimum	\$5,000
Limit of Liability:	\$500,000	\$500,000



NFIP Flood

The Stafford Act requires the Town to purchase coverages such as flood and property when possible, in order to qualify for FEMA reimbursement. The primary flood coverage under NFIP is directly through American Bankers Ins. Co. of Florida. The estimated renewal premium for the flood policies is \$32,917. Buildings located in the X or B Flood zone are considered Preferred Risk policies, allowing for only a \$1,250 deductible option. The Town has a total of 8 flood policies.

Carrier: American Bankers Insurance Co. of Florida

	<u>FY22</u>	<u>FY23</u>
Premium:	\$32,917	\$34,116 estimated
Deductible:	\$1,250 or \$5,000	\$1,250 or \$5,000
Limit of Liability:	\$500,000 building /\$500,000 contents	\$500,000 building /\$500,000 contents

Commercial Crime/Employee Dishonesty

Crime and Employee Dishonesty protects employers from actions of employees that may cause harm because of Forgery and Alteration, Funds Transfer Fraud, Employee Theft, Robbery or Burglary in Transit, Computer Fraud, Money Orders/Counterfeit Paper Currency, Faithful Performance and Social Engineering (Phishing Frauds). This is a three-year policy with Travelers Insurance Company 10/1/2020 – 9/30/2023 at an annual premium of \$5,400 with a \$1,000,000 limit of liability and \$100,000 deductible.

Carrier: Travelers Insurance Co.

	<u>FY22</u>	<u>FY23</u>
Premium:	\$5,400	\$5,400
Deductible:	\$100,000 All other coverages	\$100,000 All other coverages
Deductible:	\$25,000 Social Engineering	\$25,000 Social Engineering
Limit of Liability:	\$1,000,000	\$1,000,000

Storage Tank Pollution Liability

Storage Tank Pollution Liability responds to claims and associated litigation from above and below ground storage tanks that cause spills/leaks, bodily injury or property damage. Commerce & Industry has provided the Town with a quote to insure 11 underground tanks and 15 above ground tanks at an annual premium of \$7,026 with a \$1,000,000 aggregate limit of liability to include legal defense expenses and \$4,000,000 aggregate limit of liability for storage tank incidents for both above and underground storage tanks with a \$5,000 deductible.



Carrier: Commerce & Industry Insurance Company

	<u>FY22</u>	<u>FY23</u>
Premium:	\$6,388	\$7,026
Deductible:	\$5,000	\$5,000
Limit of Liability:	\$1,000,000/\$4,000,000	\$1,000,000/\$4,000,000

General Liability

General Liability insurance covers claims involving bodily injuries and property damage resulting from Town operations, products, or services.

The Town is recommending changing carriers from Ambridge/Lloyds to Florida Municipal Insurance Trust, “FMIT” for the General Liability. This is Option 2 below.

Bundling the General liability, Law Enforcement Liability, Automobile Liability, Employee Benefits Liability, Public Officials Liability and Employment Practices Liability with FMIT will not only provide the most competitive pricing, but it will also provide Cyber Liability coverage.

FMIT general liability coverage is not as broad as Ambridge. For example, FMIT does not provide for Third Party Sexual Harassment coverage. And FMIT does not provide additional insured coverage for non-governmental entities that may be required by agreement. The benefit of changing to FMIT and obtaining Cyber liability coverage and lower premiums outweighs the changes in coverage under the general liability policy.

Option 1 – Ambridge/Lloyds		Option 2 - FMIT	
Premium:	\$64,000	Premium:	\$48,915
SIR:	\$200,000	SIR:	\$200,000
Limit of Liability	\$1,000,000 per occurrence/2,000,000 annual aggregate	Limit of Liability	\$5,000,000 per occurrence/unlimited aggregate

Current Carrier: Ambridge/Lloyds for FY22

Premium:	\$45,300
SIR:	\$200,000
Limit of Liability:	\$1,000,000 per occurrence/ \$2,000,000 annual aggregate



Law Enforcement Liability

Law Enforcement Liability insurance protects against the inherent risks associated with the operation of a law enforcement agency such as false arrest, detention or imprisonment, malicious prosecution, etc.

The recent litigation against police agencies and officers, along with the defunding of the police movement have caused insurance carriers to lower the limits of liability and provide options to increase self-insured retentions. In addition, insurance carriers are focusing more on hiring practices, training, detention facilities, policies and procedures when determining coverage renewals.

The Town is recommending changing carriers from Ambridge/Lloyds to Florida Municipal Insurance Trust, “FMIT” for the Law Enforcement Liability. This is Option 2 below.

Bundling the General liability, Law Enforcement Liability, Automobile Liability, Employee Benefits Liability, Public Officials Liability and Employment Practices Liability with FMIT will not only provide the most competitive pricing, but it will also provide Cyber Liability coverage.

Option 1 – Ambridge/Lloyds		Option 2 - FMIT	
Premium:	\$50,000	Premium:	\$32,901
SIR:	\$200,000	SIR:	\$200,000
Limit of Liability	\$3,000,000 per occurrence/3,000,000 annual aggregate	Limit of Liability	\$5,000,000 per occurrence/unlimited aggregate

Current Carrier: Ambridge/Lloyds for FY22

Premium: \$44,500
SIR: \$200,000
Limit of Liability: \$3,000,000 per occurrence
/\$3,000,000 aggregate

Public Officials Liability and Employment Practices Liability

Public Official Liability insurance provides elected officials protection for actions that may be deemed as wrongful or for failure to perform while acting in an official capacity. The Public Officials Liability has a limit of liability of \$5,000,000 per occurrence/\$5,000,000 aggregate with a \$100,000 per occurrence self-insured retention. Employment Practices Liability insurance provides protection for the insured employer against claims by employees, former employees or prospective employees resulting from negligent acts or omissions involving hiring, firing, EEOC, retaliation, discrimination, etc. The Employment Practices Liability has a limit of liability of \$5,000,000 per occurrence/\$5,000,000 aggregate with a \$200,000 per occurrence self-insured retention.



The Town is recommending changing carriers from Ambridge/Lloyds to Florida Municipal Insurance Trust, “FMIT” for the Public Officials and Employment practices liability. This is Option 2 below.

Bundling the General liability, Law Enforcement Liability, Automobile Liability, Employee Benefits Liability, Public Officials Liability and Employment Practices Liability with FMIT will not only provide the most competitive pricing, but it will also provide Cyber Liability coverage.

FMIT provides an exclusive Employment Law Advisor program at no additional cost to members. Under this program, FMIT can assist with a wide range of employment related matters, including hiring, discipline, promotion/demotion, termination, ADA compliance and more.

Option 1 – Ambridge/Lloyds		Option 2 - FMIT	
Premium:	\$100,000	Premium:	\$109,153
SIR:	\$100,000 POL/ \$200,000 EPLI	SIR:	\$200,000 POL & EPLI
Limit of Liability	\$5,000,000 per occurrence/\$5,000,000 annual aggregate	Limit of Liability	\$5,000,000 per occurrence/ unlimited aggregate

Current Carrier: Ambridge/Lloyds for FY22

Premium: \$110,000

SIR: \$100,000 POL/\$200,000 EPLI

Limit of Liability: \$5,000,000 per occurrence/\$5,000,000 aggregate

Employee Benefits Liability

Employee Benefits Liability insurance provides coverage to an employer for errors or omissions in the employer’s administration of its employee benefit program. For example, if a new employee requests to receive medical insurance through the employer and the employer failed to add the new employee to the plan. Then the health insurance company later denies coverage for the employee’s medical claim. The Employee Benefits Liability coverage would pay for the benefits that would have been payable under the health insurance plan but for the employer’s error.

This coverage applies to a wide range of employee benefits including health, life and disability insurance, retirement plans, and other benefits offered through plans administered by the employer.

The Town is recommending changing carriers from Ambridge/Lloyds to Florida Municipal Insurance Trust, “FMIT” for the Employee Benefits liability. This is Option 2 below.



Bundling the General liability, Law Enforcement Liability, Automobile Liability, Employee Benefits Liability, Public Officials Liability and Employment Practices Liability with FMIT will not only provide the most competitive pricing, but it will also provide Cyber Liability coverage.

Option 1 – Ambridge/Lloyds		Option 2 - FMIT	
Premium:	Included	Premium:	Included
SIR:	\$100,000	SIR:	\$200,000
Limit of Liability	\$1,000,000 per occurrence/2,000,000 annual aggregate	Limit of Liability	\$5,000,000 per occurrence/unlimited aggregate

Current Carrier: Ambridge/Lloyds for FY22

Premium: Included
 SIR: \$100,000
 Limit of Liability: \$1,000,000 per occurrence/\$2,000,000 aggregate

Automobile Liability

Automobile Liability insurance is for claims involving bodily injury or property damage because of an accident involving licensed vehicles, owned, leased or hired by the Town. The Town's fleet consists of 187 vehicles. The limit of liability is \$1M per occurrence/ no annual aggregate with a \$100,000 per occurrence self-insured retention.

The Town is recommending changing carriers from Ambridge/Lloyds to Florida Municipal Insurance Trust, "FMIT" for the Auto Liability. This is Option 2 below.

Bundling the General liability, Law Enforcement Liability, Automobile Liability, Employee Benefits Liability, Public Officials Liability and Employment Practices Liability with FMIT will not only provide the most competitive pricing, but it will also provide Cyber Liability coverage.

Option 1 – Ambridge/Lloyds		Option 2 - FMIT	
Premium:	\$60,000	Premium:	\$49,791
SIR:	\$100,000	SIR:	\$100,000
Limit of Liability	\$1,000,000 per occurrence/unlimited aggregate	Limit of Liability	\$1,000,000 per occurrence/unlimited aggregate

Current Carrier: Ambridge/Lloyds for FY22

Liability Premium: \$55,000
 SIR: \$200,000
 Limit of Liability: \$1,000,000 per occurrence/unlimited aggregate



Automobile Physical Damage

Automobile Physical Damage provides comprehensive and collision protection to scheduled vehicles in the event of an accident. Physical Damage coverage annual premium is \$21,264 with a \$10,000 deductible per occurrence.

Carrier: Florida Municipal Insurance Trust "FMIT"

	<u>FY22</u>	<u>FY23</u>
Premium:	\$17,021	\$21,264
Deductible:	\$10,000	\$10,000
Limit:	Actual Cash Value	Actual Cash Value

Unmanned Aircraft Liability (public safety drones)

Unmanned Aircraft Liability insurance provides liability for bodily injury, property damage and physical damage for the use of drones by the Town's public safety departments. The police department has four (4) drones. The Unmanned Aircraft Liability policy has a limit of liability of \$1,000,000 per occurrence with zero deductible.

Carrier: Global Aerospace

	<u>FY22</u>	<u>FY23</u>
Premium:	\$1,688	\$1,775
Deductible:	zero	zero
Limit of Liability:	\$1,000,000	\$1,000,000

Cyber Liability

Cyber-attacks and data breaches have increased significantly in recent years, especially for public entities. The cyber events include, but are not limited to, theft or release of personally identifiable information such as social security numbers, personal medical and health information, bank account numbers, credit card information, driver's license number and the transmission of malware from a computer to a third party. These incidents can result in a financial impact on a public entity, including the cost of lawsuits, crisis management and notification of the affected parties. Even when services are through third parties, liability remains with the Town as owner of the information. Other coverages such as Business Income & Extra Expense, Media Liability and System Failure are included resulting from a cyberattack, release of electronic media, or network failure.

Coverage has become very difficult, as most insurance carriers are no longer covering municipalities. FMIT was willing to provide a quote as part of a package. Other carriers have declined to quote or provided an indication of premium above \$100,000.



The Town is recommending changing from being fully self-insured to Florida Municipal Insurance Trust, “FMIT” for the Cyber Liability coverage. This is Option 2 below.

Bundling the General liability, Law Enforcement Liability, Automobile Liability, Employee Benefits Liability, Public Officials Liability and Employment Practices Liability with FMIT will not only provide the most competitive pricing, but it will also provide Cyber Liability coverage.

Option 1 – Fully Self Insured		Option 2 - FMIT	
Premium:	N/A	Premium:	\$7,500
SIR:	N/A	SIR:	\$35,000
Limit of Liability	Fully self insured	Limit of Liability	\$1,000,000 aggregate

Current Coverage: Fully Self Insured for FY22

Premium: N/A

Deductible: N/A

Limit of Liability: Fully Self-Insured

Marine Hull & Liability and Protection and Indemnity

The Town purchases Hull & Liability coverage that covers damage to the boat’s hull, machinery and equipment and Protection and Indemnity that covers losses due to legal liability for injury to passengers.

The Town owns a 2015 34’ SeaVee with twin Mercury 300 H.P. outboard engines. This boat is for the Police Department’s Marine Unit.

Carrier: The Great American Insurance Group

	<u>FY22</u>	<u>FY23</u>
Premium:	\$7,112	\$7,460
Deductible:	\$5,000	\$5,000
Limit of Liability P & I:	\$1,000,000	\$1,000,000
Limit of Liability Hull & Liability:	\$130,000	\$130,000

Workers’ Compensation and Employer’s Liability

Workers’ Compensation is statutorily required and provides protection to employees and volunteers while performing duties within the course and scope of their assigned duties pursuant to Florida State Statue 440. Workers’ Compensation limits are statutory. The Town has a \$500,000 self- insured retention under the policy.



Employer's Liability is coverage B under the Workers' Compensation policy and applies to liability that maybe imposed on an employer outside the provisions of the Workers' Compensation law. The Employer's Liability coverage has a \$1,000,000 limit of liability per occurrence and \$500,000 self-insured retention.

The Workers' Compensation and Employer's Liability coverage at an annual premium of \$104,585. The premium is subject to an annual audit at the end of the policy period. There is also an annual assessment for self-insureds from the State of Florida estimated at \$6,500.

Workers' Compensation premiums are calculated based upon several variables such as payroll, job classification codes and experience modification rates. The Town's payroll has increased by 11% over the past year.

The Town's experience modification rate is excellent at only .59. An experience modification of 1.0 is considered the average for any organization. The lower the experience modification, the lower the premium. The experience modification is a decimal number used by insurance companies to gauge both past cost of injuries and future chances of risk. As you can see, the Town has done an excellent job handling the claims and costs for workers' compensation, including implementation of policies, procedures, training and maintaining a safe workplace.

Carrier: Florida Municipal Insurance Trust "FMIT"

	<u>FY22</u>	<u>FY23</u>
Premium:	\$94,239	\$104,585
Assessment to State:	\$6,500	\$6,500
Total Costs:	\$100,739	\$111,085
SIR:	\$500,000	\$500,000
Limit of Liability:	Statutory	Statutory

Loss Fund

The loss fund is set up to cover the costs of claims within the Town's self-insured retention and deductible. During the annual actuarial evaluation of the Risk Management program, the long-term future impact of claims is determined, and funds are set-up accordingly. The loss fund for FY23 is \$1,100,000.

Insurance Broker Fee

The Town has two insurance brokers that have access to the open market so we can gain maximum flexibility within our insurance program. The Town entered into a Non-Exclusive Insurance Broker Services Agreement with Relation Insurance Services, Inc. for the package insurance coverages and Arthur J. Gallagher Risk Management Services for the ancillary coverages.

<u>Flat Fee Rates:</u>	<u>FY22</u>	<u>FY23</u>
Relation Insurance Services, Inc.	\$40,000	\$45,000
Arthur J. Gallagher Risk Management Services	\$7,500	\$7,500



Claims Management Services and Third-Party Administration (TPA)

The Town's TPA is PGCS, Preferred Governmental Claims Solution. The claims administration program provided consists of workers' compensation, law enforcement liability, general liability, auto liability, auto physical damage, employment practices liability, public officials' liability, and property. PGCS also provides a dedicated subrogation unit to pursue reimbursements from at-fault third parties.

Provider: Preferred Governmental Claims Solution "PGCS"

	<u>FY22</u>	<u>FY23</u>
Flat Fee Rate:	\$53,230	\$54,828

NON-EXCLUSIVE INSURANCE BROKER SERVICES AGREEMENT

This agreement ("Agreement"), entered into this 13th day of September 2022, by and between Relation Insurance Services of Florida, Inc. "Relation", a Florida corporation, hereinafter "Insurance Broker" or "Broker", with offices located at 700 Central Parkway, Stuart, FL and the Town of Palm Beach, a Florida municipal corporation ("Town"), with offices located at 360 South County Road, Palm Beach, FL 33480.

WHEREAS Relation is to provide insurance for the Town for its annual insurance renewal to be effective October 1, 2022.

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and value of which is hereby acknowledged by both parties, the parties agree as follows:

Article 1

Incorporation by Reference

1. The terms and conditions of the Town's Request for Qualifications RFQ No. 2012-18 for Property, Liability, Workers' Compensation and Ancillary Coverages and the Insurance Broker's response to RFQ 2012-18 provided to the Town are hereby incorporated into this Agreement as Exhibit A and Exhibit B respectively. In the event of any inconsistency in interpreting this Agreement, RFQ No 2012-18, provided to the Town, the Town's interpretation shall prevail.

Article 2

Insurance Broker's Specific Obligations

1. Insurance Broker will provide the insurance broker services in conjunction with the insurance policy or policies provided by Insurance Broker in accordance with the insurance broker requirements set forth in this Agreement. Breach of these requirements shall be considered a breach of this Agreement.

- (a) The insurance policy or policies to be provided by the Insurance Broker pursuant to this Agreement are as follows:

- i. Property
- ii. Boiler & Machinery
- iii. Inland Marine
- iv. General Liability
- v. Cyber Liability
- vi. Law Enforcement Liability
- vii. Public Officials Liability
- viii. Employment Practices Liability
- ix. Automobile Liability
- x. Automobile Physical Damage
- xi. Workers' Compensation
- xii. Rental Equipment Coverage
- xiii. Unmanned Aircraft (public safety drones)

Any substantive change, that may occur at any time, as determined solely by the Town, in the quality of the insurance company providing said coverage, an increase in the associated premiums, reduction in the scope of said coverage provided, or an increase or decrease in associated deductible or self-insured retention, thereof may be grounds for the Town to modify this agreement and obtain coverage from an alternative insurance broker, insurance company or underwriters or may be grounds for the Town to unilaterally terminate this Agreement in the Town's sole discretion. The Town may make modifications to this agreement throughout the contract period and any such modifications shall be in writing.

(b) Work with the Town's Risk Manager in risk analysis, preparation of underwriting, submissions/specifications, marketing, program design and carrier selection. Insurance Broker will be actively involved to ensure the proper coverage for whatever the program may require. Maintain contact with global insurance markets, which are interested, available, and qualified to provide insurance and loss prevention services to the Town.

- (c) The Town will receive 48 hours of loss control services from Relation as part of this Agreement. Should the Town desire additional hours of loss control services the rate is \$650.00 per day (8 hours) or \$85.00 per hour. All travel expenses are included in this rate. The Town will receive unlimited hours of loss control services with coverages placed with Preferred by the loss control division within Preferred.
- (d) Support the Town's efforts in continual development of Risk Management Policies. To include: presentation of industry standard practices; assistance in development of policies that support the goals of the Town toward use of local resources; innovation in the design of risk funding of the Town toward use of local resources; and assist in presentations to policy and decision making authorities. Inform the Town of application Federal and State compliance legislation, legislative trends and issues and necessary governmental filings.
- (e) Coordinate with Town staff to assure that up-to-date exposure data is incorporated into issuance of newly purchased policies as enumerated herein.
- (f) Issue and deliver valid and timely binders for applicable insurance policies purchased by the Town as enumerated herein.
- (g) Assure that insurance policies being purchased as enumerated herein will be delivered in accordance with the proposal(s) that were negotiated and/or accepted by the Town.
 - i. Verification of policy language, checking for: accuracy, appropriate forms, compliance with requirements, proper application to risk. Assure that the policies issued reflect not less than policy terms, conditions, coverage amounts and options than were accepted by the Town.
 - ii. Immediately correct policy deficiencies before delivery to the Town.
 - iii. Promptly deliver the policies to the Town within 30 days of policy inception. If any deficiencies from the accepted proposal remain, provide a timeline for their resolution to the satisfaction of the Town.
 - iv. Broker is responsible for billing of premiums to the Town. All premiums shall be provided net of commission. All invoices should be sent to the Risk Manager.

- (h) Promptly and accurately process insurance policy endorsements and other change requests as needed.
- (i) Within 30 days of policy inception Insurance Broker will specify to the Risk Manager the loss control and safety services available from the insurers whose policies were purchased through the broker and thereafter coordinate loss control and safety services desired by the Town.
- (j) Assist the Town in filing claims with insurers from whom the Town has purchased policies through the broker.
- (k) Be available for risk management meetings with the Town and for meetings with the Town Council, as desirable during the year.
- (l) Issue Certificates of Insurance, within forty-eight (48) hours of receipt of a request for the same from the Town.
- (m) Monitor and notify the Town of major developments regarding the insurance industry or the Town's insurers or policies as enumerated herein that may affect the Town.
- (n) Respond to coverage or other insurance policy questions as may be presented by the Town within twenty-four (24) hours.
- (o) At mutually agreeable dates and times to be initiated by Insurance Broker, but not less than annually, Insurance Broker will review with Town staff the premium and coverages of the Town for the policies purchased and benchmark Town pricing and coverage against relevant, confidential municipal peer groups both with and without claim experience calibration/consideration.
- (p) Insurance Broker will provide the Town's Risk Manager, a stewardship and marketing report upon the request of the Town. The stewardship report must include, but is not limited to, a schedule of policies in force, premiums, losses, commissions and fees earned or waived, developments and trends in the markets for these coverages; and proposals for change in the Town's coverages. Also include any measures that may broaden the current coverages and any premium cost reductions that may be available. Highlight accomplishments, loss control services, claims advocates, and any special services provided to the Town. The marketing report should provide the Town with: current program evaluation;

marketing timetable; ratings of markets to be approached; broker recommendations and reasons; and anticipated rates and premium. Organize the presentation of the risk financing plan and exposures to the appropriate markets. Review the presentation plan and documents with the Town's Risk Manager for approval to proceed. Advise the Town on methods of optimizing and developing high-quality relationships with the markets as a trusted client. Negotiate best terms, rates and conditions. Monitor the financial condition of insurers, including their ability to pay claims promptly, and advise the Town whenever any insurer is downgraded by any applicable rating agency.

- (q) Not less than 150 days before renewal, proposals for additional insurance markets assigned to Insurance Broker by the Town for which there are no conflicts with other qualified brokers of the Town shall be obtained, and provided to the Town with a listing of all companies contacted, detail spreadsheets of all proposals received and all rejection letters, if any.
- (r) Insurance Broker will provide a matrix of final, written renewal proposals received to the Town to include an evaluation of coverage, limits and costs by a date determined by the Town. This shall be received in time for Town staff to prepare and present the insurance renewal to the Town Council at its regularly scheduled September Town Council meeting. If unable to meet this requirement Insurance Broker shall provide a written explanation to the Town sufficient to enable the Town to corroborate the broker's explanation.
- (s) If the Town conducts an RFQ or RFP process for coverages provided, Insurance Broker will promptly provide necessary background and rating data, and premium/claims history information desired for the RFQ or RFP.
- (t) Insurance Broker will cooperate with the Town in developing a fair reduction of the contracted broker/broker remuneration in the event the Town exercises the option to solicit competition for one or more types of insurance outside the broker of record contract.
- (u) Insurance Broker will fully disclose insurance policy premiums and commissions or other remuneration received for the sale of such policies to the Town.

- (v) Insurance Broker will permit the Town to conduct an audit of all remuneration/revenues attributable to the Town's account and to fully cooperate with persons designated by the Town to perform such audit.
- (w) As needed, Insurance Broker will provide all requested actual and estimated premiums for any line of coverage requested by the Town to assist the Town with planning, budgeting and forecasting associated with its risk management program. This includes times that are not associated with the actual policy renewals.
- (x) Sales Executive and/or Account Executive shall respond to the Town inquiries within 24 hours of the Town's request for routine inquiries. For an emergency when designated as such by the Town, Sales Executive and/or Account Executive shall respond to the Town within four (4) hours of Town notifying the Sales Executive and/or Account Executive of an emergency situation. Sales Executive and/or Account Executive must be able to communicate remotely via phone, e-mails, etc.
- (y) An alternate Sales Executive and/or Account Executive shall be made available to the Town in the absence of the regularly assigned Sales Executive and/or Account Executive.
- (z) Broker shall notify the Town in writing should the designated Sales Executive and/or Account Executive be removed from the Town's account advising of the newly appointed Sales Executive and/or Account Executive and providing the Town with a full resume for this individual. Any change in the personnel assigned to the Town as indicated in the Insurance Broker's response to the RFQ No. 2012-18 may be grounds for unilateral termination of this Agreement by the Town.

Article 3

Financial

1. Insurance Broker shall be compensated by the Town in accordance with the Insurance Broker's RFQ 2012-18 submittal, as amended by negotiations with the Town, if any, as contained within this article.

- (a) Insurance Broker may invoice the Town for agreed upon services in accordance with applicable terms and conditions agreed upon by the parties, but only when insurance binders have been delivered to the Town.
- (b) Insurance Broker shall be compensated by the Town in the amount of \$45,000 through September 30, 2023. All current and new policies purchased throughout the contract period shall be written with a zero percent (0%) commission.
- (c) Unless the Insurance Broker has proposed a flat rate fee or fixed percentage rate of commission on policies sold to the Town for a pre-determined period of time in the Insurance Broker's response to RFQ No. 2012-18 or as may be negotiated thereafter between the parties to this Agreement. Insurance Broker will provide written notice during the Town's budget process of any requested increase in commission or flat rate commission so the Town may properly consider renewal of the Agreement pursuant to section 5(a). If the Insurance Broker has proposed a flat rate fee or fixed percentage rate of commission on policies sold to the Town for a pre-determined period of time in the Insurance Broker's response to RFQ No. 2012-18 or as may be negotiated thereafter between the parties to this Agreement, the Insurance Broker is not entitled to request an increase in commission or flat rate commission for those years the Insurance Broker has committed to no increase in commission or flat rate commission to the Town.
- (d) If Broker is being compensated based upon a fixed dollar amount or fixed percentage fee, meaning that this agreement specifies compensation and states that additional compensation will not be paid to Broker or any other party, then additional compensation is strictly prohibited. Similarly, if this agreement sets compensation based upon a fixed dollar amount or fixed percentage fee, and this agreement specifies that additional compensation shall be credited to the Town, then any additional compensation to any party must be promptly returned to the Town. If this agreement is not based upon such fixed fee terms, then no owned or affiliated party, including brokers, wholesale brokers or third party intermediaries, may accept any type of compensation without full disclosure by Broker to the Town of the dollar amount or percentage of compensation prior to binding coverage.

- (e) In the event that Broker receives commission payments in connection with the placement procurement of Property, Liability, Workers' Compensation and Ancillary Insurance coverages excluding Flood Insurance for Town, the amount of such payments will be credited against the balance of the fee owed to Broker pursuant to this Agreement, and any commission amount in excess of such balance shall be promptly paid to Town within 30 days after receipt of such commission by Broker. In addition, it is understood and agreed that Broker, or Broker's corporate parent, subsidiaries or affiliated entities, may receive contingent payments or allowances from insurers based on factors which are not client-specific, such as the performance and/or size of an overall book of business produced with an insurer. Such contingent payments or allowances are not subject to this Agreement, and will not be credited against the balance of the fee owed to Broker pursuant to this Agreement or paid to Town.
2. Any funds returned to the Town pursuant to this Article shall be deemed an overpayment to the Broker of his/her fee or commission for service.

Article 4

Insurance

1. Insurance Broker shall provide the following insurance:
- (a) Errors and Omissions insurance with a limit of liability of \$10,000,000 per occurrence.
 - (b) Insurance broker shall provide the Town with a Certificate of Insurance evidencing the above requested coverage prior to providing any services on behalf of the Town. Insurance coverage required shall be in force throughout the Agreement term. Should Insurance Broker fail to provide acceptable evidence of current insurance within seven (7) days of receipt of written notice at any time during the term of the Agreement, the Town shall have the right to consider the Agreement breached and shall have the right to immediately terminate the Agreement.

- (c) No changes to these insurance amounts may be made without a written amendment to this Agreement.

Article 5

Term and Termination

1. The term of this Agreement shall be from the date of execution through September 30, 2023.
 - (a) This Agreement may be renewed by the Town for additional one-year terms. Any renewal must be in writing and executed by the parties.
 - (b) This Agreement may be terminated or modified with or without cause. If either party fails to carry out and comply with any of the covenants, conditions, and agreements to be performed by it, then the other party may notify the non-complying party of such failure or default and demand that the same be remedied within ten (10) days. In the event of the failure to so remedy within said period, the non-defaulting party shall thereupon have the right to cancel, modify and/or terminate the Agreement immediately upon delivery of written notice to the other party. Should a party receive a second notice for the same item of failure or default, such party shall have no right of remedy and the Agreement may terminate upon written notice to the defaulting party.

Article 6

Miscellaneous

1. Notice – All notices shall be in writing and sent via registered or certified mail addressed as follows:

Insurance Broker:

Tim McCreary
Relation Insurance Services of Florida
700 Central Parkway
Stuart, FL 34994

Town of Palm Beach: Karen Temme, ARM
Risk Manager
360 South County Road
Palm Beach, FL 33480

Copy to: Jane LeClainche
Finance Director
360 South County Road
Palm Beach, FL 33480

- (a) Successors and Assigns – The provisions of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. The Agreement cannot be assigned by either party without the prior written consent of the other, not to be reasonably withheld.
- (b) Force Majeure – If, because of Acts of God, strikes or other labor disputes, vendor delays, or other unavoidable cause, either party is unable to perform its obligations hereunder, such non-performance shall not be considered a breach of the Agreement.
- (c) Equal Opportunity Employer – Insurance Broker affirms that it is an Equal Opportunity Employer and will comply with all laws and regulations prohibiting employment discrimination in the performance of the Agreement.
- (d) The failure of either party to insist upon or enforce any term or provision or to exercise any right, option, or remedy of the Agreement, or to require at any time performance of any provision hereof, shall not be construed as a waiver of any such term or provision. No waiver by either party of any term or provision hereof shall be binding unless made in writing and signed by such party.
- (e) If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect.
- (f) This document, along with the documents incorporated into the Agreement in Paragraph 1.1, together with all insurance documents required hereby, and any other materials required under the bid documents shall constitute the entire Agreement. This Agreement may not be changed other than by agreement in writing signed by the parties.
- (g) In the event an action is brought by either party to enforce the terms of this Agreement, the prevailing party shall be entitled to recover its legal fees and

court costs, through all appeals, in addition to any other remedies it may be entitled to under this Agreement or otherwise under the law.

- (h) Nothing contained herein shall be deemed or construed to create any rights to any member of the public or any third party whatsoever.
- (i) Independent Contractor – Insurance Broker shall at all times be deemed to be an independent contractor and nothing in this Agreement shall be construed to create the relationship of employer and employee, principal and broker, partnership or joint venture as between the Town and Insurance Broker.
- (j) Governing Law – This Agreement shall be governed by the laws of the State of Florida and venue shall lie in Palm Beach County, Florida.
- (k) Interpretation – This Agreement shall be administered on behalf of the Town by the Town's Risk Manager or his/her designee. As used herein, the word "Town" shall refer to the Risk Manager or his/her designee unless otherwise noted or unless the context renders such construction illogical.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first written above.

TOWN OF PALM BEACH

INSURANCE BROKER

Kirk Blouin, Town Manager

Authorized Signature

Date

Print Name, Title and date

ATTEST:

Patricia Gayle-Gordon, Acting Town Clerk

Corporate Seal

RFQ 2012-18
Property, Liability, Workers' Compensation
And Ancillary Coverages Insurance Broker

RFQ and Addendums are available upon request

NON-EXCLUSIVE INSURANCE BROKER SERVICES AGREEMENT

This agreement ("Agreement"), entered into this 13th day of September, 2022, by and between Arthur J. Gallagher Risk Management Services, Inc., "AJG" a Illinois corporation, hereinafter "Insurance Broker" or "Broker", with offices located at 2255 Glades Road, FL 33431 and the Town of Palm Beach, a Florida municipal corporation ("Town"), with offices located at 360 South County Road, Palm Beach, FL 33480.

WHEREAS, AJG is to provide insurance for the Town for its insurance renewal to be effective October 1, 2022.

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and value of which is hereby acknowledged by both parties, the parties agree as follows:

Article 1

Incorporation by Reference

1. The terms and conditions of the Town's Request for Qualifications RFQ No. 2012-18 for Property, Liability, Workers' Compensation and Ancillary Coverages and the Insurance Broker's response to RFQ 2012-18 provided to the Town are hereby incorporated into this Agreement as Exhibit A. In the event of any inconsistency in interpreting this Agreement, RFQ No 2012-18, provided to the Town, the Town's interpretation shall prevail.

Article 2

Insurance Broker's Specific Obligations

1. Insurance Broker will provide the insurance broker services in conjunction with the insurance policy or policies provided by Insurance Broker in accordance with the insurance broker requirements set forth in this Agreement. Breach of these requirements shall be considered a breach of this Agreement.
 - (a) The insurance policy or policies to be provided by the Insurance Broker pursuant to this Agreement are as follows:
 - i. Crime

- ii. Flood Insurance policies with NFIP (8 policies)
- iii. Storage Tank Pollution Liability
- iv. Marine Hull & Liability/Protection & Indemnity Coverage
- v. Fiduciary Liability – Investment Advisory Board
- vi. Fiduciary Liability – Town of Palm Beach Employee Retirement Board
- vii. Fiduciary Liability – Defined Contribution Plan

The Town agrees not to hold AJG responsible for deficiencies in the insurance coverages listed above which have been purchased by other insurance brokers on behalf of the Town, until AJG has a reasonable opportunity to make a review and to provide the Town with their recommendations of any said deficiencies.

Any substantive change, that may occur at any time, as determined solely by the Town, in the quality of the insurance company providing said coverage, an increase in the associated premiums, reduction in the scope of said coverage provided, or an increase or decrease in associated deductible or self-insured retention, thereof may be grounds for the Town to modify this agreement and obtain coverage from an alternative insurance broker, insurance company or underwriters or may be grounds for the Town to unilaterally terminate this Agreement in the Town's sole discretion. The Town may make modifications to this agreement throughout the contract period and any such modifications shall be in writing.

- (b) Work with the Town's Risk Manager in risk analysis, preparation of underwriting, submissions/specifications, marketing, program design and carrier selection. Insurance Broker will be actively involved to ensure the proper coverage for whatever the program may require. Maintain contact with global insurance markets, which are interested, available, and qualified to provide insurance and loss prevention services to the Town.
- (c) The Town will receive zero hours of loss control services from AJG as part of this Agreement. Should the Town desire loss control services the rate is \$1,000 per day (8 hours) or \$150 per hour. All travel expenses are included in this rate.
- (d) Support the Town's efforts in continual development of Risk Management Policies. To include: presentation of industry standard practices; assistance in development

of policies that support the goals of the Town toward use of local resources; innovation in the design of risk funding of the Town toward use of local resources; and assist in presentations to policy and decision making authorities. Inform the Town of application Federal and State compliance legislation, legislative trends and issues and necessary governmental filings.

- (e) Coordinate with Town staff to assure that up-to-date exposure data is incorporated into issuance of newly purchased policies as enumerated herein.
- (f) Issue and deliver valid and timely binders for applicable insurance policies purchased by the Town as enumerated herein.
- (g) Assure that insurance policies being purchased as enumerated herein will be delivered in accordance with the proposal(s) that were negotiated and/or accepted by the Town.
 - i. Verification of policy language, checking for: accuracy, appropriate forms, compliance with requirements, proper application to risk. Assure that the policies issued reflect not less than policy terms, conditions, coverage amounts and options than were accepted by the Town.
 - ii. Immediately correct policy deficiencies before delivery to the Town.
 - iii. Promptly deliver the policies to the Town within 30 days of policy inception. If any deficiencies from the accepted proposal remain, provide a timeline for their resolution to the satisfaction of the Town.
 - iv. Broker is responsible for billing of premiums to the Town. All premiums shall be provided net of commission. All invoices should be sent to the Risk Manager.
- (h) Promptly and accurately process insurance policy endorsements and other change requests as needed.
- (i) Within 30 days of policy inception Insurance Broker will specify to the Risk Manager the loss control and safety services available from the insurers whose policies were purchased through the broker and thereafter coordinate loss control and safety services desired by the Town.

- (j) Assist the Town in filing claims with insurers from whom the Town has purchased policies through the broker.
- (k) Be available for risk management meetings with the Town and for meetings with the Town Council, as desirable during the year.
- (l) Issue Certificates of Insurance, within forty-eight (48) hours of receipt of a request for the same from the Town.
- (m) Monitor and notify the Town of major developments regarding the insurance industry or the Town's insurers or policies as enumerated herein that may affect the Town.
- (n) Respond to coverage or other insurance policy questions as may be presented by the Town within twenty-four (24) hours.
- (o) At mutually agreeable dates and times to be initiated by Insurance Broker, but not less than annually, Insurance Broker will review with Town staff the premium and coverages of the Town for the policies purchased and benchmark Town pricing and coverage against relevant, confidential municipal peer groups both with and without claim experience calibration/consideration.
- (p) Insurance Broker will provide the Town's Risk Manager, a stewardship and marketing report upon the request of the Town. The stewardship report must include, but is not limited to, a schedule of policies in force, premiums, losses, commissions and fees earned or waived, developments and trends in the markets for these coverages; and proposals for change in the Town's coverages. Also include any measures that may broaden the current coverages and any premium cost reductions that may be available. Highlight accomplishments, loss control services, claims advocates, and any special services provided to the Town. The marketing report should provide the Town with: current program evaluation; marketing timetable; ratings of markets to be approached; broker recommendations and reasons; and anticipated rates and premium. Organize the presentation of the risk financing plan and exposures to the appropriate markets. Review the presentation plan and documents with the Town's Risk Manager for approval to proceed. Advise the Town on methods of optimizing and developing high-quality relationships with the markets as a trusted client. Negotiate best terms, rates and

conditions. Monitor the financial condition of insurers, including their ability to pay claims promptly, and advise the Town whenever any insurer is downgraded by any applicable rating agency.

- (q) Not less than 150 days before renewal, proposals for additional insurance markets assigned to Insurance Broker by the Town for which there are no conflicts with other qualified brokers of the Town shall be obtained, and provided to the Town with a listing of all companies contacted, detail spreadsheets of all proposals received and all rejection letters, if any.
- (r) Insurance Broker will provide a matrix of final, written renewal proposals received to the Town to include an evaluation of coverage, limits and costs by a date determined by the Town. This shall be received in time for Town staff to prepare and present the insurance renewal to the Town Council at its regularly scheduled September Town Council meeting. If unable to meet this requirement Insurance Broker shall provide a written explanation to the Town sufficient to enable the Town to corroborate the broker's explanation.
- (s) If the Town conducts an RFQ or RFP process for coverages provided, Insurance Broker will promptly provide necessary background and rating data, and premium/claims history information desired for the RFQ or RFP.
- (t) Insurance Broker will cooperate with the Town in developing a fair reduction of the contracted broker/broker remuneration in the event the Town exercises the option to solicit competition for one or more types of insurance outside the broker of record contract.
- (u) Insurance Broker will fully disclose insurance policy premiums and commissions or other remuneration received for the sale of such policies to the Town.
- (v) Insurance Broker will permit the Town to conduct an audit of all remuneration/revenues attributable to the Town's account and to fully cooperate with persons designated by the Town to perform such audit, subject to 30 days notice to Insurance Broker.
- (w) As needed, Insurance Broker will provide all requested actual and estimated premiums for any line of coverage requested by the Town to assist the Town with

planning, budgeting and forecasting associated with its risk management program. This includes times that are not associated with the actual policy renewals.

- (x) Sales Executive and/or Account Executive shall respond to the Town inquiries within 24 hours of the Town's request for routine inquiries. For an emergency when designated as such by the Town, Sales Executive and/or Account Executive shall respond to the Town within four (4) hours of Town notifying the Sales Executive and/or Account Executive of an emergency situation. Sales Executive and/or Account Executive must be able to communicate remotely via phone, e-mails, etc.
- (y) An alternate Sales Executive and/or Account Executive shall be made available to the Town in the absence of the regularly assigned Sales Executive and/or Account Executive.
- (z) Broker shall notify the Town in writing should the designated Sales Executive and/or Account Executive be removed from the Town's account advising of the newly appointed Sales Executive and/or Account Executive and providing the Town with a full resume for this individual. Any change in the personnel assigned to the Town as indicated in the Insurance Broker's response to the RFQ No. 2012-18 may be grounds for unilateral termination of this Agreement by the Town.

Article 3

Financial

1. Insurance Broker shall be compensated by the Town in accordance with the Insurance Broker's RFQ 2012-18 submittal, as amended by negotiations with the Town, if any, as contained within this article.
 - (a) Insurance Broker may invoice the Town for agreed upon services in accordance with applicable terms and conditions agreed upon by the parties, but only when insurance binders have been delivered to the Town.
 - (b) Insurance Broker shall be compensated by the Town in the amount of \$7,500 through September 30, 2023. All current and new policies purchased throughout the contract period shall be written with a zero percent (0%) commission.
 - (c) Unless the Insurance Broker has proposed a flat rate fee or fixed percentage rate of commission on policies sold to the Town for a pre-determined period of

time in the Insurance Broker's response to RFQ No. 2012-18 or as may be negotiated thereafter between the parties to this Agreement. Insurance Broker will provide written notice during the Town's budget process of any requested increase in commission or flat rate commission so the Town may properly consider renewal of the Agreement pursuant to section 5(a). If the Insurance Broker has proposed a flat rate fee or fixed percentage rate of commission on policies sold to the Town for a pre-determined period of time in the Insurance Broker's response to RFQ No. 2012-18 or as may be negotiated thereafter between the parties to this Agreement, the Insurance Broker is not entitled to request an increase in commission or flat rate commission for those years the Insurance Broker has committed to no increase in commission or flat rate commission to the Town.

- (d) If Broker is being compensated based upon a fixed dollar amount or fixed percentage fee, meaning that this agreement specifies compensation and states that additional compensation will not be paid to Broker or any other party, then additional compensation is strictly prohibited. Similarly, if this agreement sets compensation based upon a fixed dollar amount or fixed percentage fee, and this agreement specifies that additional compensation shall be credited to the Town, then any additional compensation to any party must be promptly returned to the Town. If this agreement is not based upon such fixed fee terms, then no owned or affiliated party, including brokers, wholesale brokers or third party intermediaries, may accept any type of compensation without full disclosure by Broker to the Town of the dollar amount or percentage of compensation prior to binding coverage.
- (e) In the event that Broker receives commission payments in connection with the placement procurement of Property, Liability, Workers' Compensation and Ancillary Insurance coverages excluding Flood Insurance for Town, the amount of such payments will be credited against the balance of the fee owed to Broker pursuant to this Agreement, and any commission amount in excess of such balance shall be promptly paid to Town within 30 days after receipt of such commission by Broker. In addition, it is understood and agreed that Broker, or Broker's corporate parent, subsidiaries or affiliated entities, may receive contingent payments or allowances from insurers based on factors which are

not client-specific, such as the performance and/or size of an overall book of business produced with an insurer. Such contingent payments or allowances are not subject to this Agreement, and will not be credited against the balance of the fee owed to Broker pursuant to this Agreement or paid to Town.

2. Any funds returned to the Town pursuant to this Article shall be deemed an overpayment to the Broker of his/her fee or commission for service.

Article 4

Insurance

1. Insurance Broker shall provide the following insurance:
 - (a) Errors and Omissions insurance with a limit of liability of \$10,000,000 per occurrence.
 - (b) Insurance Broker shall provide the Town with a Certificate of Insurance evidencing the above requested coverage prior to providing any services on behalf of the Town. Insurance coverage required shall be in force throughout the Agreement term. Should Insurance Broker fail to provide acceptable evidence of current insurance within seven (7) days of receipt of written notice at any time during the term of the Agreement, the Town shall have the right to consider the Agreement breached and shall have the right to immediately terminate the Agreement.
 - (c) No changes to these insurance amounts may be made without a written amendment to this Agreement.

Article 5

Term and Termination

1. The term of this Agreement shall be from the date of execution through

September 30, 2023.

- (a) This Agreement may be renewed by the Town for additional one-year terms. Any renewal must be in writing and executed by the parties.
- (b) This Agreement may be terminated or modified with or without cause. If either party fails to carry out and comply with any of the covenants, conditions, and agreements to be performed by it, then the other party may notify the non-complying party of such failure or default and demand that the same be remedied within ten (10) days. In the event of the failure to so remedy within said period, the non-defaulting party shall thereupon have the right to cancel, modify and/or terminate the Agreement immediately upon delivery of written notice to the other party. Should a party receive a second notice for the same item of failure or default, such party shall have no right of remedy and the Agreement may terminate upon written notice to the defaulting party.

Article 6

Miscellaneous

1. Notice – All notices shall be in writing and sent via registered or certified mail addressed as follows:

Insurance Broker:

Judy Arenz. CPCU
Arthur J. Gallagher –Boca Raton
One Boca Plaza
2255 Glades Road, Suite 400 E
Boca Raton, FL 33431

Town of Palm Beach:

Karen Temme, ARM
Risk Manager
360 South County Road
Palm Beach, FL 33480

Copy to:

Jane LeClainche
Finance Director
360 South County Road
Palm Beach, FL 33480

- (a) Successors and Assigns – The provisions of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. The Agreement cannot be assigned by either party without the prior written consent of the other, not to be reasonably withheld.
- (b) Force Majeure – If, because of Acts of God, strikes or other labor disputes, vendor delays, or other unavoidable cause, either party is unable to perform its obligations hereunder, such non-performance shall not be considered a breach of the Agreement.
- (c) Equal Opportunity Employer – Insurance Broker affirms that it is an Equal Opportunity Employer and will comply with all laws and regulations prohibiting employment discrimination in the performance of the Agreement.
- (d) The failure of either party to insist upon or enforce any term or provision or to exercise any right, option, or remedy of the Agreement, or to require at any time performance of any provision hereof, shall not be construed as a waiver of any such term or provision. No waiver by either party of any term or provision hereof shall be binding unless made in writing and signed by such party.
- (e) If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect.
- (f) This document, along with the documents incorporated into the Agreement in Paragraph 1.1, together with all insurance documents required hereby, and any other materials required under the bid documents shall constitute the entire Agreement. This Agreement may not be changed other than by agreement in writing signed by the parties.
- (g) In the event an action is brought by either party to enforce the terms of this Agreement, the prevailing party shall be entitled to recover its legal fees and court costs, through all appeals, in addition to any other remedies it may be entitled to under this Agreement or otherwise under the law.
- (h) Nothing contained herein shall be deemed or construed to create any rights to any member of the public or any third party whatsoever.
- (i) Independent Contractor – Insurance Broker shall at all times be deemed to be an independent contractor and nothing in this Agreement shall be construed to create the relationship of employer and employee, principal and

broker, partnership or joint venture as between the Town and Insurance Broker.

- (j) Governing Law – This Agreement shall be governed by the laws of the State of Florida and venue shall lie in Palm Beach County, Florida.
- (k) Interpretation – This Agreement shall be administered on behalf of the Town by the Town's Risk Manager or his/her designee. As used herein, the word "Town" shall refer to the Risk Manager or his/her designee unless otherwise noted or unless the context renders such construction illogical.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first written above.

TOWN OF PALM BEACH

INSURANCE BROKER

Kirk Blouin, Town Manager

Authorized Signature

Date

Print Name, Title and date

ATTEST:

Patricia Gayle-Gordon, Acting Town Clerk

Corporate Seal

RFQ 2012-18
Property, Liability, Workers' Compensation
And Ancillary Coverages Insurance Broker

RFQ and Addendums are available upon request

Town of Palm Beach
Liability, Auto Physical Damage, Property, and Workers’ Compensation
Third Party Administration Services

AGREEMENT FOR THIRD PARTY ADMINISTRATION (TPA) SERVICES

THIS AGREEMENT made and entered into this 13th day of September 2022, by and between Town of Palm Beach, a municipal corporation of the State of Florida, hereinafter referred to as the “Town” and Preferred Governmental Claim Solution “PGCS” of Florida, hereinafter referred to as “Administrator”.

WITNESSETH

WHEREAS, the Town desires to engage the services of Third Party Administrator to provide claims management services for the Town’s liability, auto physical damage, property, and workers’ compensation claims in accordance with this Agreement;

WHEREAS, Administrator is qualified and desires to provide claims management services for the Town’s liability, auto physical damage, property and workers’ compensation claims in accordance with this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto do mutually agree as follows:

I. AGREEMENT TERM

1. The effective date of this Agreement shall be October 1, 2022. Agreement term shall expire on September 30, 2023, subject to termination as provided herein.
2. This Agreement constitutes the entire understanding of the parties with respect to provision of services.

II. ADMINISTRATOR FEES

Town shall pay Administrator an annual flat rate of \$54,827 as the third-party administrator during the period of this Agreement.

III. SCOPE OF SERVICES

Administrator will serve as the third party administrator for all claims and will provide the following services under this Agreement:

1. Administer and adjust all claims in compliance with applicable laws, rules and regulations governing the administration of the Town's insurance claims.
2. Provide qualified and experienced personnel capable of servicing all claims of the Town. Any change in adjuster assigned to the Town must be provided in writing in advance of said change.
3. Administrator will maintain an office with a toll-free telephone number which is located in Florida.
4. Administrator must be able to manage the claims with a comprehensive database system which will allow internet access for the Town to view the adjuster's notes, pay history, financials and other pertinent information needed by the Town at no additional charge to the Town.
5. Administrator (assigned claims adjuster) shall contact the claimant and/or injured employee within 24 hours of claim notification.
6. Administrator will investigate, including taking a recorded statement from the claimant and any witnesses for each reported claim or loss, including investigation into the compensability of each reported workers' compensation claim or loss and conduct such reasonable investigations as necessary to protect the Town from waiving any defenses available in liability or under the workers' compensation statute.
6. Maintain a file for each claim or loss, which shall be available for review by the Town. By the terms of this contract it is agreed that any and all electronic and hard/paper files for each claim or loss is owned by the Town of Palm Beach.
7. Perform administrative and clerical duties for each claim or loss, including the preparation of checks or vouchers, compromises, releases, agreements and any other documents prepared and/or approved by legal counsel necessary to finalize a claim.
8. Recommend claim reserves and update as appropriate only with the approval of the Risk Manager.
9. Provide narrative and analytical reports of all claims as required by the Town.
10. Administrator must obtain approval from the Town prior to any settlements.
11. Claims adjusters and appropriate claims managers shall attend in person or virtual

quarterly claim review meetings to be held at the Town or a location agreed upon by the Town and Administrator.

12. Notify the Town's Risk Manager and excess carriers of claims or losses with respect to which potential losses may exceed the Town's stop loss, self-insured retention and/or deductible and provide said parties with information on the current status of those claims or losses.
13. Coordinate investigations on litigated claims with the Town and approved legal defense counsel, excess carrier(s), etc. This includes negotiation of settlements, subrogation and reimbursement from excess carrier(s).
14. The Town's Risk Manager will attend all mediations or settlement meetings along with the claims adjuster and defense attorney for claims handled through the insurance program.
15. Provide all claim forms and other forms as required by the State of Florida that are appropriate for efficient administration of the Town's claims.
16. Report all claims to the excess carrier(s) according to the insurance policy reporting requirements. For any late reporting penalties imposed by the carrier due to late reporting by the Administrator, the Administrator will either pay the penalties directly or reimburse the Town for those amounts within 30 days of request for reimbursement from the Town.
17. Administrator will submit requests to the excess carrier for all payments above the self-insured retention or deductible on behalf of the Town. The reimbursement checks will be forwarded to the Town and the amount recovered will be entered into Administrator's claim database for each file. A quarterly report of all submissions to excess carriers will be provided to the Town.
18. Investigate and pursue all subrogation and liens on behalf of the Town in all states permitting subrogation. Monies received from all subrogation within the Town's self-insured retention and/or deductible shall be the revenue of the Town.
19. Administrator shall perform medical control and management of workers' compensation claims in conjunction with the Risk Manager. Such medical control and management shall be performed in accordance with the industry standard applicable to such services.
20. Arrange for independent medical evaluations or other experts to the extent deemed necessary by the Administrator with the approval of the Risk Manager.
21. Jointly and in conjunction with the Risk Manager select a panel of physicians or other health care providers to treat employees and a panel of medical specialist to provide long-term or specialty care for the Town's Medical Management program. The Town

will have final approval of any medical doctors placed into the care of their employees.

22. The insurance adjuster shall arrange for required medical appointments as indicated by the approved treating medical provider(s) within 24 hours of notification. Only with the approval of the Risk Manager should a 3rd party vendor be used to arrange medical appointments.
23. Coordinate with the Risk Manager in order to develop ways of using any medical facility more effectively.
24. Administrator will monitor the treatment programs recommended for employees by physicians, specialists and other health care providers by reviewing all medical reports so prepared and by maintaining such contact with these providers as may be appropriate and in conjunction with the Risk Manager.
25. Assist the Town with the interpretations of medical reports as needed. Assist the Town in returning the injured employee to work as needed. The Administrator will comply with all applicable state and federal laws regarding medical reports and data including but not limited to HIPAA.
26. Assist the Town in arranging for rehabilitation or retraining of employees in appropriate cases. The Administrator will utilize telephonic or field nurse case management only when authorized by the Town.
27. Administrator must notify the Risk Manager of any networks utilized on the Town's claims.
28. Administrator shall submit and pay medical bills pursuant to Rule 69L-7.602.
29. Administrator will provide all reports, forms and documents to the State of Florida as required per Florida State Statutes.
30. The Administrator, at their expense will ensure all claims and payment data is included in the loss runs (detailed and summary). Historical data from all prior third party Administrators will be included in the loss runs (detailed & summary).
31. Loss runs will be provided to the Town on a monthly basis for detailed and summary reports sorted separately by each claim, policy year, department/location and claim type in an excel and pdf format. Specific detail and summary reports must also be provided. There will not be an additional charge for any loss run reports provided by the Administrator. The following reports are required, but not limited to:
 - Weekly payment register
 - Monthly detailed and summary loss reports – all years; all claim types

- Annual detailed and summary loss reports – all years; all claim types for insurance renewals
 - Subrogation and lien reports
 - Litigation reports
 - Legal payment reports
 - 5 Year Summary Loss
 - Coverage Report
 - Large Loss Report
 - Monthly - open claims only report
32. Administrator will provide the Town with remote access to review claims within Risk Master or other software provided by Administrator. Administrator shall provide all necessary training to utilize Risk Master or other equivalent software. The Administrator must provide the Town with all detailed claim data in a transferrable and readable format as directed by the Town's IT Manager and upon request by the Town or upon termination of this agreement.
 33. Assist the Town as needed in arranging for a bank account to be used for issuing checks under this Agreement.
 34. Administrator shall make all applicable payments in accordance with Florida State Statute, excess carrier(s) policy language and legal precedent from the Town's bank account. Fees, interest or civil penalties incurred due to late payments or adjuster mishandling are to be paid by the Administrator unless late reporting was caused by the Town.
 35. Administrator to provide the Town with a weekly payment register for all checks issued by the Administrator from the Town's bank account in order for the Town to properly fund the bank account.
 36. Checks issued by Administrator shall not be mailed until the Town has advised Administrator that the funds have been transferred into the bank account.
 37. All Indemnity payment checks shall be issued to the employee or Town based upon the lost-time and workers' compensation policy. If issued to the Town please mail to the Town's Risk Manager.
 38. Administrator must prepare, maintain, and file statistical data, records, or reports as required by excess insurance carriers, Town's actuaries, and the State of Florida.
 39. The Administrator must prepare, maintain and file statistical information required by the workers' compensation rating bureaus, including all data required for the promulgation of the Town's experience modification and state assessments.
 40. The Administrator will provide for the security of all Town claims data to include adequate provisions for protection from unauthorized access to the Town's claims

data. Any access to the Town's claims data by Administrator affiliates, the public or any person or any person or entity is strictly prohibited without the Town's prior written permission.

41. Administrator shall prepare 1099 forms in accordance with Federal and State laws for all vendors paid through the Administrator on behalf of the Town. A copy of each 1099 form shall be provided to the Town.

IV. TOWN'S RESPONSIBILITIES

The Town shall have and perform the following duties, obligations, and responsibilities:

1. The Town shall establish a bank account at a bank of the Town's choosing and this account will be used to process claim checks. The Town will be responsible for the proper funding of this account as well as all banking fees, bank interfaces and the bank reconciliations. Administrator shall use the funds deposited by the Town into the account to pay claim settlements as authorized by the Town, and to pay interim claim payments, indemnity payments, medical expenses and allocated expenses.
2. It is the Town's responsibility to establish and replenish the bank account with funds sufficient to cover all claim payments. The Town may, at its discretion, increase or decrease the minimum funding levels based on actual claim activity. The bank account shall remain in effect until all claims activity ceases under this Agreement.
3. Town shall be responsible for the funding of claims, losses, or liabilities, which fall under the established annual stop loss, self-insured retention and/or deductible to include but are not limited to: cost of medical and/or indemnity payments, outside investigation of claims, surveillance, vocational rehabilitation, on-site case management, legal fees, court or hearing costs, depositions, documents and exhibits, witness fees, photography and other incidental and special costs. Initial coverage costs shall be borne by the Town as normal claims related expenditures and shall be charged against the Town's account.

V. ADMINISTRATOR'S RESPONSIBILITY

1. Administrator shall indemnify and hold harmless the Town, its officers, and employees from liabilities, damages, losses and costs, including, but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Administrator and persons or entities employed or utilized by the Administrator in the performance of this agreement.

2. Administrator shall be liable for the recovery of claim processing errors arising from Administrator's performance pursuant to the terms of this Agreement, accepting liability for any such error that is reasonable, made in good faith, and within acceptable industry standards. Administrator shall use diligent efforts toward the recovery of any loss therefrom.
3. Town shall defend, indemnify and hold harmless Administrator and its successors, employees, agents and affiliates for all claims, demands, losses, costs, expenses, obligations, attorney's fees, court costs, interest, fines, penalties and damages arising out of (i) any work completed by any other entity prior to, or subsequent to Administrator's assumption of the Claims; (ii) Town's acts of gross negligence or willful misconduct or breach of this Service Agreement
4. It is understood and agreed that Administrator is and shall remain an independent contractor with respect to the services being performed by the Administrator pursuant to this Agreement and shall not for any purpose be deemed an employee of the Town, nor shall the relationship of the parties be deemed that of partners or joint ventures.
5. Administrator shall duly consider all written notices and recommendations made by Town relative to the administration of claims, including medical and litigation services with the understanding that the final authority rests with the Town. Administrator shall not be responsible or liable for any action or inaction of the Town, which is contrary to a lawful written recommendation or instruction by Administrator, applicable by law, and/or workers' compensation law that causes any claim to not be properly adjusted, administered, and/or processed.
6. During the performance of this Agreement, Administrator shall procure and maintain, for the life of this Agreement, General Liability coverage with limits not less than \$1,000,000 per occurrence/\$2,000,000 aggregate endorsing the Town of Palm Beach as an additional insured; Cyber liability with a limit of liability not less than \$1,000,000; Professional Liability/Errors & Omissions with a limit of liability not less than \$1,000,000; Workers' Compensation pursuant to Florida State Statue 440 and Employer's Liability coverage with limits of liability in the amount of \$500,000 each accident, \$500,000 disease (each employee) and \$500,000 disease (policy limit).
7. If the Town conducts a Request for Proposal during the Agreement period, Administrator shall fully cooperate and provide any and all documentation desired for the Request for Proposal.

VI. DEFAULT AND TERMINATION

1. This Agreement may be terminated or modified with or without cause. The failure of either party to comply with any provision of this Agreement will place that party in default. Prior to terminating the Agreement, the non-defaulting party will notify the defaulting party in writing. This notification will make specific reference to the

provision(s) the defaulting party failed to comply with, the exact nature of the default, and the action that needs to occur to correct the default. The non-defaulting party will give the defaulting party a minimum of ten (10) business days to correct the default. If the default is not corrected within the allotted time, the non-defaulting party shall be permitted to terminate this Agreement, effective upon the receipt by the defaulting party of a written termination notice. Should a party receive a second notice for the same item of failure or default, such party shall have no right of remedy and the Agreement may terminate upon written notice to the defaulting party.

2. Neither party shall, however, be excused from performance if non-performance is due to forces which are preventable, removable or remediable and which the non-performing party could have, with the exercise or reasonable diligence, prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.
3. It is understood and agreed that either party shall have the right to terminate this Agreement with or without cause:
 - (a) the Town giving Administrator not less than thirty (30) days advance written notice of termination.
 - (b) Administrator giving the TOWN not less than thirty (30) days advance written notice of termination.

VII. OWNERSHIP AND RETENTION OF CLAIM FILES

1. Administrator will retain electronic and hard detailed claim files during the time the Agreement is in effect. Electronic and hard detailed claim file data created pursuant to this Agreement is the ultimate property of the Town.
2. Upon termination of the Agreement, all hard copy detailed claim files will be provided to the Town by the Administrator and the Town will pay for an agreed upon cost for the transporting of these detailed claim files. All electronic detailed claim data will be provided to the Town in a transferrable and readable format as indicated by the TOWN's IT Manager.

VIII. NOTICE

Whenever written notice is required under the terms of this Agreement, it shall be delivered either in person or by registered mail, postage prepaid to the appropriate party. Notice by registered mail shall be addressed to both parties listed below in case of Town:

Karen Temme, ARM
Risk Manager

Jane LeClainche, CPA
Finance Director

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

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

Notice by registered mail shall be addressed to the party listed below in case of Administrator:

Mr. John Bledsoe, Executive Vice President
Preferred Governmental Claim Solution
615 Crescent Executive Court, Suite 600
Lake Mary, FL 32746

The provisions of this Agreement supersede any prior Agreements or understandings.

IX. ENFORCEMENT

The Agreement shall be governed by the laws of the State of Florida. In the event that it becomes necessary for either party to employ counsel to collect their obligation or to enforce this Agreement, whether or not suit is brought, the prevailing party shall recover a reasonable attorney's fee, including fees on appeal. For all enforcement actions against Administrator or the Town, jurisdiction will be in Palm Beach County, FL and the Agreement will be interpreted according to the laws of the State of Florida.

X. DEFENSES

1. Administrator agrees to defend and hold the Town harmless:

- (a) for any penalty or fine the Town shall suffer that is solely the fault of Administrator;
- (b) for the recovery of claims processing errors arising from Administrator's performance, pursuant to the terms of this agreement, excepting liability for any such error that is reasonable, made in good faith, and within acceptable industry standards. Administrator shall use diligent efforts toward the recovery of any loss.
- (c) for any claims resulting from errors, omissions or negligence on the part of Administrator unless the actions of Administrator were taken at the direction of the Town or as the result of the Town's negligence.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first written above.

Town of Palm Beach

Preferred Governmental Claim Solution

Kirk Blouin, Town Manager

John Bledsoe, Executive Vice President

Date

Date

Approved by Town Council on September 13, 2022.

ATTEST:

Patricia Gayle-Gordon Acting Town Clerk

Corporate Seal

TOWN OF PALM BEACH

Town Council Meeting on: September 13, 2022

Section of Agenda

Resolutions

Agenda Title

RESOLUTION NO. 115-2022 A Resolution Of The Town Council Of The Town Of Palm Beach, Palm Beach County, Florida, Approving A Purchase Order To Tyler Technologies In The Annual Amount Of \$96,500 And Establishing A Three-Year Contract Award Of \$318,450 Contingent Upon Satisfactory Vendor Performance, Mutual Agreement And Budget Authorization.

Presenter

Dean Mealy, Procurement and Contract Manager

ATTACHMENTS:

- ▣ **Memorandum dated August 25, 2022 from Dean Mealy, Procurement and Contract Manager**
- ▣ **Resolution No. 115-2022**

TOWN OF PALM BEACH

Information for Town Council Meeting on: September 13, 2022

TO: Mayor and Town Council

VIA: Kirk W. Blouin, Town Manager

VIA: Jane Le Clainche, CPA Finance Director

FROM: Dean Mealy II, NIGP-CPP, CPPO Procurement and Contract Manager

RE: Resolution Approving a Purchase Order to Tyler Technologies in the Annual Amount of \$96,500, and Establishing a Three-Year Contract Award of \$318,450 Contingent Upon Satisfactory Vendor Performance, Mutual Agreement and Budget Authorization- **Resolution No. 115-2022**

DATE: August 25, 2022

STAFF RECOMMENDATION

Town staff recommends that Town Council Approve Resolution No. 115-2022, Approving a Purchase Order to Tyler Technologies in the Annual Amount of \$96,500, and Establishing a Three-Year Contract Award of \$318,450 Contingent Upon Satisfactory Vendor Performance, Mutual Agreement and Budget Authorization.

GENERAL INFORMATION

The Town utilizes this contract for their ERP System. As such, the Office of Information Technology has to renew the licensing, support and maintenance for the Eden Software used by the Town. Tyler Eden is a Sole Source Contract. A small dollar contingency was added to address any potential need that would require additional services from Tyler Technologies.

The Town has not experienced any issues with the vendor.

The IT Department and Procurement recommend a three-year award contingent upon satisfactory performance and budget authorization.

FUNDING/FISCAL IMPACT

Funding for this program is from the IT Operational Budget.

USER DEPARTMENT CONCURRENCE

This item has been reviewed by the IT Department and is approved as recommended.

TOWN ATTORNEY REVIEW

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

RESOLUTION NO. 115-2022

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF
PALM BEACH, PALM BEACH COUNTY, FLORIDA,
APPROVING A PURCHASE ORDER TO TYLER
TECHNOLOGIES IN THE ANNUAL AMOUNT OF \$96,500 AND
ESTABLISHING A THREE-YEAR CONTRACT AWARD OF
\$318,450 CONTINGENT UPON SATISFACTORY VENDOR
PERFORMANCE, MUTUAL AGREEMENT AND BUDGET
AUTHORIZATION**

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

Section 1. The Town Council of the Town of Palm Beach hereby approves Resolution No. 115-2022, Approving a Purchase Order to Tyler Technologies in the Annual Amount of \$96,500, and Establishing a Three-Year Contract Award of \$318,450 Contingent Upon Satisfactory Vendor Performance, Mutual Agreement and Budget Authorization.

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

PASSED AND ADOPTED in a regular, adjourned session of the Town Council of the Town of Palm Beach assembled this 13TH day of *September* 2022.

Danielle H. Moore, Mayor

Margaret A. Zeidman, Town Council President

Bobbie Lindsay, Town Council President Pro Tem

Julie Araskog, Town Council Member

ATTEST:

Edward A. Cooney, Town Council Member

Pat Gayle-Gordon, Acting Town Clerk

Lewis S.W. Crampton, Town Council Member

TOWN OF PALM BEACH

Town Council Meeting on: September 13, 2022

Section of Agenda

Resolutions

Agenda Title

RESOLUTION NO. 116-2022 A Resolution Of The Town Council Of The Town Of Palm Beach, Palm Beach County, Florida, Approving A Purchase Order To Government Jobs Inc. D/B/A NEOGOV In The Annual Amount Of \$80,000 And Establishing A Three-Year Contract Award Of \$240,000 Contingent Upon Satisfactory Vendor Performance, Mutual Agreement And Budget Authorization.

Presenter

Dean Mealy, Procurement and Contract Manager

ATTACHMENTS:

- ▣ **Memorandum dated August 25, 2022 from Dean Mealy, Procurement and Contract Manager**
- ▣ **Resolution No. 116-2022**

TOWN OF PALM BEACH

Information for Town Council Meeting on: September 13, 2022

TO: Mayor and Town Council

VIA: Kirk W. Blouin, Town Manager

VIA: Jane Le Clainche, CPA Finance Director

FROM: Dean Mealy II, NIGP-CPP, CPPO Procurement and Contract Manager

RE: Resolution Approving a Purchase Order to Government Jobs Inc. d/b/a NEOGOV in the Annual Amount of \$80,000 and Establishing a Three-Year Contract Award of \$240,000 Contingent Upon Satisfactory Vendor Performance, Mutual Agreement and Budget Authorization- **Resolution No. 116-2022**

DATE: August 25, 2022

STAFF RECOMMENDATION

Town staff recommends that Town Council Approve Resolution No. 116-2022, Approving a Purchase Order to Government Jobs Inc. d/b/a NEOGOV in the Annual Amount of \$80,000 and Establishing a Three-Year Contract Award of \$240,000 Contingent Upon Satisfactory Vendor Performance, Mutual Agreement and Budget Authorization.

GENERAL INFORMATION

People and Culture engage NEOGOV to provide recruiting, employee on-boarding, centralized training compliance, electronic forms and workflows and performance evaluations.

The Town has not experienced any issues with the vendor.

The IT Department and Procurement recommend a three-year award contingent upon satisfactory performance and budget authorization.

FUNDING/FISCAL IMPACT

Funding for this program is from the IT Operational Budget.

USER DEPARTMENT CONCURRENCE

This item has been reviewed by the IT Department and is approved as recommended.

TOWN ATTORNEY REVIEW

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

RESOLUTION NO. 116-2022

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF
PALM BEACH, PALM BEACH COUNTY, FLORIDA,
APPROVING A PURCHASE ORDER TO GOVERNMENT JOBS
INC. D/B/A NEOGOV IN THE ANNUAL AMOUNT OF \$80,000
AND ESTABLISHING A THREE-YEAR CONTRACT AWARD
OF \$240,000 CONTINGENT UPON SATISFACTORY VENDOR
PERFORMANCE, MUTUAL AGREEMENT AND BUDGET
AUTHORIZATION**

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

Section 1. The Town Council of the Town of Palm Beach hereby approves Resolution No. 116-2022, Approving a Purchase Order to Government Jobs Inc. d/b/a NEOGOV in the Annual Amount of \$80,000 and Establishing a Three-Year Contract Award of \$240,000 Contingent Upon Satisfactory Vendor Performance, Mutual Agreement and Budget Authorization.

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

PASSED AND ADOPTED in a regular, adjourned session of the Town Council of the Town of Palm Beach assembled this 13TH day of *September* 2022.

Danielle H. Moore, Mayor

Margaret A. Zeidman, Town Council President

Bobbie Lindsay, Town Council President Pro Tem

Julie Araskog, Town Council Member

ATTEST:

Edward A. Cooney, Town Council Member

Pat Gayle-Gordon, Acting Town Clerk

Lewis S.W. Crampton, Town Council Member

TOWN OF PALM BEACH

Town Council Meeting on: September 13, 2022

Section of Agenda

Resolutions

Agenda Title

RESOLUTION NO. 117-2022 A Resolution Of The Town Council Of The Town Of Palm Beach, Palm Beach County, Florida, Approving Purchase Orders To Sentinel Technologies, Inc. In A Not-To-Exceed Amount Of \$200,000.

Presenter

Dean Mealy, Procurement and Contract Manager

ATTACHMENTS:

- ▣ **Memorandum dated August 25, 2022 from Dean Mealy, Procurement and Contract Manager**
- ▣ **Resolution No. 117-2022**

TOWN OF PALM BEACH

Information for Town Council Meeting on: September 13, 2022

TO: Mayor and Town Council

VIA: Kirk W. Blouin, Town Manager

VIA: Jane Le Clainche, CPA Finance Director

FROM: Dean Mealy II, NIGP-CPP, CPPO Procurement and Contract Manager

RE: Resolution Approving Purchase Orders to Sentinel Technologies Inc. in a Not-to-Exceed Amount of \$200,000 - **Resolution No. 117-2022**

DATE: August 25, 2022

STAFF RECOMMENDATION

Town staff recommends that Town Council Approve Resolution No. 117-2022, Approving Purchase Orders to Sentinel Technologies Inc. in a Not-to-Exceed Amount of \$200,000.

GENERAL INFORMATION

IT engages with Sentinel Technologies Inc. to supply our annual licensing for Microsoft Office 365, Network monitoring and engineering, Security information and event management, and assist in projects that arise where there is a lack of staff availability and/or skillset.

FUNDING/FISCAL IMPACT

Funding for this program is from the IT Operational Budget.

USER DEPARTMENT CONCURRENCE

This item has been reviewed by the IT Department and is approved as recommended.

TOWN ATTORNEY REVIEW

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

RESOLUTION NO. 117-2022

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF
PALM BEACH, PALM BEACH COUNTY, FLORIDA,
APPROVING PURCHASE ORDERS TO SENTINEL
TECHNOLOGIES, INC. IN A NOT-TO-EXCEED AMOUNT OF
\$200,000**

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

Section 1. The Town Council of the Town of Palm Beach hereby approves Resolution No. 117-2022, Approving Purchase Orders to Sentinel Technologies Inc. in a Not-to-Exceed Amount of \$200,000.

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

PASSED AND ADOPTED in a regular, adjourned session of the Town Council of the Town of Palm Beach assembled this *13TH* day of *September* 2022.

Danielle H. Moore, Mayor

Margaret A. Zeidman, Town Council President

Bobbie Lindsay, Town Council President Pro Tem

Julie Araskog, Town Council Member

ATTEST:

Edward A. Cooney, Town Council Member

Pat Gayle-Gordon, Acting Town Clerk

Lewis S.W. Crampton, Town Council Member

TOWN OF PALM BEACH

Town Council Meeting on: September 13, 2022

Section of Agenda

Resolutions

Agenda Title

RESOLUTION NO. 118-2022 A Resolution Of The Town Council Of The Town Of Palm Beach, Palm Beach County, Florida, Approving A Purchase Order To Superior LLC. D/B/A/ Central Square In The Annual Amount Of \$210,000 And Establishing A Three-Year Contract Award Of \$693,000 Contingent Upon Satisfactory Vendor Performance, Mutual Agreement And Budget Authorization.

Presenter

Dean Mealy, Procurement and Contract Manager

ATTACHMENTS:

- ▣ **Memorandum dated August 25, 2022 from Dean Mealy, Procurement and Contract Manager**
- ▣ **Resolution No. 118-2022**

TOWN OF PALM BEACH

Information for Town Council Meeting on: September 13, 2022

TO: Mayor and Town Council

VIA: Kirk W. Blouin, Town Manager

VIA: Jane Le Clainche, CPA Finance Director

FROM: Dean Mealy II, NIGP-CPP, CPPO Procurement and Contract Manager

RE: Resolution Approving a Purchase Order to Superion LLC. d/b/a Central Square in the Annual Amount of \$210,000 and Establishing a Three-Year Contract Award of \$693,000 contingent upon Satisfactory Vendor Performance, Mutual Agreement and Budget Authorization – **Resolution No. 118-2022**

DATE: August 25, 2022

STAFF RECOMMENDATION

Town staff recommends that Town Council Approve Resolution No. 118-2022, Approving a Purchase Order to Superion LLC. d/b/a Central Square in the Annual Amount of \$210,000 and Establishing a Three-Year Contract Award of \$693,000 contingent upon Satisfactory Vendor Performance, Mutual Agreement and Budget Authorization.

GENERAL INFORMATION

IT and the Police Department engaged Superion, LLC, DBA Central Square to provide the Annual Software Maintenance Agreement to support Police Operations related to Computer-Aided Dispatch System and related software applications. The software utilized is considered as a single source and was recognized as such when presented in the FY19 Town Council Resolution No. 143-2018.

Superion LLC. d/b/a Central Square is also utilized to support Lucity, the Enterprise Asset Management Software utilized by Public Works and Police.

The Town has not experienced any issues with the vendor.

The IT Department and Procurement recommend a three-year award contingent upon satisfactory performance and budget authorization.

FUNDING/FISCAL IMPACT

Funding for this program is from the IT Operational Budget.

USER DEPARTMENT CONCURRENCE

This item has been reviewed by the IT Department and is approved as recommended.

TOWN ATTORNEY REVIEW

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

RESOLUTION NO. 118-2022

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF
PALM BEACH, PALM BEACH COUNTY, FLORIDA,
APPROVING A PURCHASE ORDER TO SUPERION LLC.
D/B/A/ CENTRAL SQUARE IN THE ANNUAL AMOUNT OF
\$210,000 AND ESTABLISHING A THREE-YEAR CONTRACT
AWARD OF \$693,000 CONTINGENT UPON SATISFACTORY
VENDOR PERFORMANCE, MUTUAL AGREEMENT AND
BUDGET AUTHORIZATION**

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

Section 1. The Town Council of the Town of Palm Beach hereby approves Resolution No. 118-2022, Approving a Purchase Order to Superion LLC. d/b/a Central Square in the Annual Amount of \$210,000 and Establishing a Three-Year Contract Award of \$693,000 contingent upon Satisfactory Vendor Performance, Mutual Agreement and Budget Authorization.

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

PASSED AND ADOPTED in a regular, adjourned session of the Town Council of the Town of Palm Beach assembled this 13TH day of *September* 2022.

Danielle H. Moore, Mayor

Margaret A. Zeidman, Town Council President

Bobbie Lindsay, Town Council President Pro Tem

Julie Araskog, Town Council Member

ATTEST:

Edward A. Cooney, Town Council Member

Pat Gayle-Gordon, Acting Town Clerk

Lewis S.W. Crampton, Town Council Member

TOWN OF PALM BEACH

Town Council Meeting on: September 13, 2022

Section of Agenda

Resolutions

Agenda Title

RESOLUTION NO. 119-2022 A Resolution Of The Town Council Of The Town Of Palm Beach, Palm Beach County, Florida, Approving A Purchase Order To Municipal Code Corporation In The Annual Amount Of \$50,000 And Establishing A Three-Year Contract Award Of \$160,000 Contingent Upon Satisfactory Vendor Performance, Mutual Agreement And Budget Authorization.

Presenter

Dean Mealy, Procurement and Contract Manager

ATTACHMENTS:

- ▣ **Memorandum dated August 25, 2022 from Dean Mealy, Procurement and Contract Manager**
- ▣ **Resolution No. 119-2022**

TOWN OF PALM BEACH

Information for Town Council Meeting on: September 13, 2022

TO: Mayor and Town Council

VIA: Kirk W. Blouin, Town Manager

VIA: Jane Le Clainche, CPA Finance Director

FROM: Dean Mealy II, NIGP-CPP, CPPO Procurement and Contract Manager

RE: Resolution Approving a Purchase Order to Municipal Code Corporation in the Annual Amount of \$50,000 and Establishing a Three-Year Contract Award of \$160,000 Contingent Upon Satisfactory Vendor Performance, Mutual Agreement and Budget Authorization - **Resolution No. 119 -2022**

DATE: August 25, 2022

STAFF RECOMMENDATION

Town staff recommends that Town Council Approve Resolution No. 119-2022, Approving a Purchase Order to Municipal Code Corporation in the Annual Amount of \$50,000 and Establishing a Three-Year Contract Award of \$160,000 Contingent Upon Satisfactory Vendor Performance, Mutual Agreement and Budget Authorization.

GENERAL INFORMATION

The Town utilizes this contract for MCCI Lasherfiche to support the Town's Electronic Document Management System. The Town has not experienced any issues with the vendor.

The IT Department and Procurement recommend a three-year award contingent upon satisfactory performance and budget authorization.

FUNDING/FISCAL IMPACT

Funding for this program is from the IT Operational Budget.

USER DEPARTMENT CONCURRENCE

This item has been reviewed by the IT Department and is approved as recommended.

TOWN ATTORNEY REVIEW

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

RESOLUTION NO. 119 -2022

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF
PALM BEACH, PALM BEACH COUNTY, FLORIDA,
APPROVING A PURCHASE ORDER TO MUNICIPAL CODE
CORPORATION IN THE ANNUAL AMOUNT OF \$50,000 AND
ESTABLISHING A THREE-YEAR CONTRACT AWARD OF
\$160,000 CONTINGENT UPON SATISFACTORY VENDOR
PERFORMANCE, MUTUAL AGREEMENT AND BUDGET
AUTHORIZATION**

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

Section 1. The Town Council of the Town of Palm Beach hereby approves Resolution No. 119-2022, Approving a Purchase Order to Municipal Code Corporation in the Annual Amount of \$50,000 and Establishing a Three-Year Contract Award of \$160,000 Contingent Upon Satisfactory Vendor Performance.

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

PASSED AND ADOPTED in a regular, adjourned session of the Town Council of the Town of Palm Beach assembled this 13TH day of *September* 2022.

Danielle H. Moore, Mayor

Margaret A. Zeidman, Town Council President

Bobbie Lindsay, Town Council President Pro Tem

Julie Araskog, Town Council Member

ATTEST:

Edward A. Cooney, Town Council Member

Pat Gayle-Gordon, Acting Town Clerk

Lewis S.W. Crampton, Town Council Member

TOWN OF PALM BEACH

Town Council Meeting on: September 13, 2022

Section of Agenda

Resolutions

Agenda Title

RESOLUTION NO. 120-2022 A Resolution Of The Town Council Of The Town Of Palm Beach, Palm Beach County, Florida, Approving A Purchase Order To Electronic Data Collection CRP In The Amount Of \$48,775 And Establishing A Three-Year Award In The Amount Of \$160,000 Contingent Upon Satisfactory Performance, Mutual Agreement And Budget Authorization.

Presenter

Dean Mealy, Procurement and Contract Manager

ATTACHMENTS:

- ▣ **Memorandum dated August 25, 2022 from Dean Mealy, Procurement and Contract Manager**
- ▣ **Resolution No. 120-2022**

TOWN OF PALM BEACH

Information for Town Council Meeting on: September 13, 2022

TO: Mayor and Town Council

VIA: Kirk W. Blouin, Town Manager

VIA: Jane Le Clainche, CPA Finance Director

FROM: Dean Mealy II, NIGP-CPP, CPPO Procurement and Contract Manager

RE: Resolution Approving a Purchase Order to Electronic Data Collection CRP in the Amount of \$48,775 and Establishing a Three-Year Award in the Amount of \$160,000 Contingent Upon Satisfactory Performance, Mutual Agreement and Budget Authorization - **Resolution No. -120-2022**

DATE: August 25, 2022

STAFF RECOMMENDATION

Town staff recommends that Town Council Approve Resolution No. 120-2022, Approving a Purchase Order to Electronic Data Collection CRP in the Amount of \$48,775 and Establishing a Three-Year Award in the Amount of \$160,000 Contingent Upon Satisfactory Performance, Mutual Agreement and Budget Authorization.

GENERAL INFORMATION

The Town has utilized Electronic Data Collection CRP to support the Town's Parking Ticket Management Software since 2013. The Town has not experienced any issues with the vendor. The vendor is considered as a Sole Source.

The IT Department and Procurement recommend a three-year award contingent upon satisfactory performance and budget authorization.

FUNDING/FISCAL IMPACT

Funding for this program is from the IT Operational Budget.

USER DEPARTMENT CONCURRENCE

This item has been reviewed by the IT Department and is approved as recommended.

TOWN ATTORNEY REVIEW

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

RESOLUTION NO. 120-2022

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF
PALM BEACH, PALM BEACH COUNTY, FLORIDA,
APPROVING A PURCHASE ORDER TO ELECTRONIC DATA
COLLECTION CRP IN THE AMOUNT OF \$48,775 AND
ESTABLISHING A THREE-YEAR AWARD IN THE AMOUNT
OF \$160,000 CONTINGENT UPON SATISFACTORY
PERFORMANCE, MUTUAL AGREEMENT AND BUDGET
AUTHORIZATION**

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

Section 1. The Town Council of the Town of Palm Beach hereby approves Resolution No. 120-2022, Approving a Purchase Order to Electronic Data Collection CRP in the Amount of \$48,775 and Establishing a Three-Year Award in the Amount of \$160,000 Contingent Upon Satisfactory Performance, Mutual Agreement and Budget Authorization.

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

PASSED AND ADOPTED in a regular, adjourned session of the Town Council of the Town of Palm Beach assembled this 13TH day of *September* 2022.

Danielle H. Moore, Mayor

Margaret A. Zeidman, Town Council President

Bobbie Lindsay, Town Council President Pro Tem

Julie Araskog, Town Council Member

ATTEST:

Edward A. Cooney, Town Council Member

Pat Gayle-Gordon, Acting Town Clerk

Lewis S.W. Crampton, Town Council Member

TOWN OF PALM BEACH

Town Council Meeting on: September 13, 2022

Section of Agenda

Resolutions

Agenda Title

RESOLUTION NO. 121-2022 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving the Award of ITB No. 2022-20, Par 3 Clubhouse Renovation to Hedrick Brothers Construction Company in the Amount of \$151,453 and Establishing a Project Budget of \$166,500 and Approving an Allocation from the Par 3 Golf Fund Contingency in the Amount of \$100,000.

Presenter

Dean Mealy, Procurement and Contract Manager

ATTACHMENTS:

- ▣ **Memorandum dated September 7, 2022 from Dean Mealy, Procurement and Contract Manager**
- ▣ **Resolution No. 121-2022**

TOWN OF PALM BEACH

Information for Town Council Meeting on: September 13, 2022

TO: Mayor and Town Council

VIA: Kirk W. Blouin, Town Manager

VIA: Jane Le Clainche, CPA Finance Director

FROM: Dean Mealy II, NIGP-CPP, CPPO Procurement and Contract Manager

RE: Resolution Approving the Award of ITB No. 2022-20, Par 3 Clubhouse Restroom Renovation to Hedrick Brothers Construction Company - **Resolution No. 121-2022**

DATE: September 7, 2022

STAFF RECOMMENDATION

Town staff recommends that Town Council approve Resolution No. 121-2022, approving the award of ITB No. 2022-20, Par 3 Clubhouse Restroom Renovation to Hedrick Brothers Construction Company in the amount of \$151,453 and establishing a project budget of \$166,500.

Staff is also recommending the approval of an allocation from the Par 3 Golf Fund contingency in the amount of \$100,000 and the balance from the Capital Accounts in the Par 3 Fund.

GENERAL INFORMATION

The Recreation Department made a business decision to renovate the men's and women's restroom at Par 3 Golf that have seen extensive wear over the years.

Procurement and Contract Management issued an ITB for the renovation of the restrooms. The ITB solicitation was bid out to 253 firms. Procurement and Contract Management had two pre-bid site meetings. Four firms participated in the site visits. The Town only received two bids. The apparent low bid was found non-responsive and non-responsible to the solicitation.

It was recommended that we move forward with Hedrick Brothers Construction Company. The firm was found to be responsive and responsible to the bid solicitation.

On September 7, 2022, a meeting was held with Gene Parker and Chaitanya Banthia from Hedrick Brothers and Mark Bresnahan, Recreation Director to review the bid submittal and address final product selections, product availability and time schedule.

The renovation will consist of, but not be limited to, vanities, sinks, tile floor, tile walls, backsplashes, lighting, ceiling tiles, partitions, wallpaper, soap and paper dispensers, storage, and fixtures with manufacture warranties.

FUNDING/FISCAL IMPACT

Funding for this project will be paid from the Par 3 Golf Course Fund Contingency in the amount of \$100,000 and the balance from the Capital Accounts within the Par 3 Golf Course Fund.

USER DEPARTMENT CONCURRENCE

This item has been reviewed by the Recreation Department and is approved as recommended.

TOWN ATTORNEY REVIEW

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

RESOLUTION NO. 121-2022

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF
PALM BEACH, PALM BEACH COUNTY, FLORIDA,
APPROVING THE AWARD OF ITB NO. 2022-20, PAR 3
CLUBHOUSE RENOVATION TO HEDRICK BROTHERS
CONSTRUCTION COMPANY IN THE AMOUNT OF \$151,453
AND ESTABLISHING A PROJECT BUDGET OF \$166,500 AND
APPROVING AN ALLOCATION FROM THE PAR 3 GOLF
FUND CONTINGENCY IN THE AMOUNT OF \$100,000**

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

Section 1. The Town Council of the Town of Palm Beach hereby approves Resolution No. 121-2022, approving the award of ITB No. 2022-20, Par 3 Clubhouse Restroom Renovation to Hedrick Brothers Construction Company in the amount of \$151,453 and establishing a project budget of \$166,500.

Section 2. Approval of an allocation from the Par 3 Golf Fund contingency in the amount of \$100,000.

Section 3. The Town Manager is hereby authorized to execute this purchase order on behalf of the Town of Palm Beach for these improvements.

PASSED AND ADOPTED in a regular, adjourned session of the Town Council of the Town of Palm Beach assembled this 13TH day of *September* 2022.

Danielle H. Moore, Mayor

Margaret A. Zeidman, Town Council President

Bobbie Lindsay, Town Council President Pro Tem

Julie Araskog, Town Council Member

ATTEST:

Edward A. Cooney, Town Council Member

Pat Gayle-Gordon, Acting Town Clerk

Lewis S.W. Crampton, Town Council Member

TOWN OF PALM BEACH

Town Council Meeting on: September 13, 2022

Section of Agenda

Consent - Other

Agenda Title

Acceptance of Donation from the Palm Beach Police & Fire Foundation

Presenter

Nicholas Caristo, Chief of Police

ATTACHMENTS:

- ▣ **Memorandum Dated September 1, 2022, Nicholas Caristo, Chief of Police**
- ▣ **Town Donations Policy - Attachment A**

TOWN OF PALM BEACH

Information for Town Council Meeting on: September 13, 2022

To: Mayor and Town Council

Via: Kirk W. Blouin, Town Manager

From: Nicholas Caristo, Chief of Police

Re: Accept Donation of \$50,000 from the Palm Beach Police & Fire Foundation for
Townwide Surveillance Camera Projects

Date: September 1, 2022

STAFF RECOMMENDATION

Staff recommends the Town Council accept a donation from the Palm Beach Police & Fire Foundation in the amount of \$50,000 for Townwide surveillance camera program purchases made as deemed appropriate and necessary by the Chief of Police and the Town Manager in accordance with the Town's Purchasing Procedures.

GENERAL INFORMATION

The Palm Beach Police Department continues to benefit from the generosity of the residents and businesses of the Town of Palm Beach. The Department has recently received intentions of a donation of \$50,000 from the Palm Beach Police & Fire Foundation. The donor has indicated that the funds should be utilized as deemed appropriate and necessary by the Chief of Police and the Town Manager for Townwide surveillance camera projects for the Police Department.

Per Town Administration Policy No. 1-08-08 (Attachment A), any donation with a value over \$25,000, which is not included in the Town's budget, must be approved by Town Council.

FUNDING/FISCAL IMPACT

The donation will be forwarded to the Finance Department for deposit in the Police Department's donation account. Purchases made using donated funds will be made in accordance with established Procurement Procedures.

NC:wmr

Attachment

cc: Jane Le Clainche, Director of Finance
Dean Mealy, Procurement & Contracts Manager



TOWN OF PALM BEACH

Administrative Procedures

TOWN DONATIONS PROCEDURES

Procedure No.:.....1-08-8

Effective Date:..... September 25, 2008

Revision to Procedure No.:..... 1-08-5

APPROVED: *Peter B. Elwell*
Peter B. Elwell, Town Manager

OBJECTIVE: To formally establish clear procedures for implementation of the donations policy adopted by the Town Council at the January 8, 2008 Town Council meeting.

RESPONSIBILITY: Department directors and/or the Town Manager shall be responsible for the implementation of this procedure. The Finance Director shall be responsible for ensuring completion of those actions required of the Finance Department. Town Council is responsible for approving certain donations as described below.

DEFINITIONS:

Donation:	May refer to either money or items. (Donations of food are exempted from this policy.)
Town budget:	Refers to the Town Council adopted budget, the Equipment Replacement Program, or the approved five-year Capital Improvement Program
Department director:	May also refer to his or her designee
Town Manager:	May also refer to his or her designee

POLICY: Donations with a value over \$25,000, which are not included in the Town budget or the Council-approved Capital Improvement Program (CIP) or Equipment Replacement Fund (ERF), must be individually approved by Town Council. All other donations require administrative approval under the following guidelines:

- Donations of any value, which are of or for items included in the Town budget, are subject to the approval of the department director or Town Manager, as appropriate.

- Donations of money are accepted so long as items bought with the donated money follow the same guidelines as those of a donated item.
- Donations of items with a value of \$25,000 or less, which are not included in the Town budget, may be approved by the department director if there will be no future maintenance or replacement cost, but are subject to the approval of the Town Manager if there could or would be future maintenance or replacement cost.

The department director or Town Manager may seek Town Council approval of any donation which they determine should be subject to Town Council review.

PROCEDURE:

- Donations of cash or gift cards will not be accepted, with the exception of gift certificates or cards donated to the Recreation Department for the use as program prizes. Said certificates or cards will be subject to appropriate cash handling and tracking procedures to insure accountability.
- Departments must follow the Town's formal written purchasing procedures when using donation funding to buy an item.
- If the Town receives a donation for an item in the ERF that is not scheduled for purchase until a future date, the department shall use the donation when the next available purchase for such item occurs in the ERF. Acceleration of such purchases is allowed only upon the advance written approval of the Town Manager.
- All donations shall be reported to the Finance Department for processing and recording.
- The Finance Department will administer a central database, which shall record the date of every donation, name and address of donor, purpose of the donation and the amount of the donation. Departments should submit such information to the Finance Department the same business day the donation is received.

CONSIDERATIONS:

When determining whether to accept a donation, the department director and/or Town Manager should consider whether the public, professional or community benefit is clear. The Town should also

avoid any impression that a private entity might receive a favor, naming rights, or any other quid pro quo consideration from the Town or a Town official in exchange for the donation.

TOWN OF PALM BEACH

Town Council Meeting on: September 13, 2022

Section of Agenda

Consent - Other

Agenda Title

Request to Consider Ordinance No. 015-2022 at Public Hearing Prior to 5:00 p.m.

Presenter

Wayne Bergman, Director of Planning, Zoning and Building

ATTACHMENTS:

- ▣ **Memorandum Dated: September 30, 2022, From Wayne Bergman,
Director of Planning, Zoning & Building**



TOWN OF PALM BEACH
Planning, Zoning & Building Department
360 South County Road
Palm Beach, FL 33480
561-838-5431 | www.townofpalmbeach.com

TO: Town of Palm Beach Mayor and Town Council 

THRU: Wayne Bergman, MCP, LEED® AP, Director of Planning, Zoning & Building
James G. Murphy, Assistant Planning Director 

FROM: Jennifer Hofmeister-Drew, AICP, LCAM, Planner III 

RE: **Request to Consider Ordinance No. 015-2022 at Public Hearings Prior to 5:00 p.m.**

DATE: September 30, 2022

STAFF RECOMMENDATION

Staff recommends the Town Council, acting as the Local Planning Agency, conduct the public hearings on Ordinance No. 015- 2022 at the Town Council meetings prior to 5:00 p.m. The Ordinance will be heard at the transmittal hearing on September 14, 2022, and adoption hearing on November 9, 2022.

GENERAL INFORMATION

Pursuant to Chapter 166.041, F.S. the local governing body is required to hold two (2) advertised public hearings on a proposed ordinance. At least one hearing held after 5 p.m. on a weekday, unless the local governing body, by a majority plus one vote, elects to conduct that hearing at another time of day. The first public hearing shall be held at least seven (7) days after the day that the first advertisement is published. The second hearing shall be held at least 10 days after the first hearing and shall be advertised at least five (5) days prior to the public hearing. Town Staff is requesting that the Town Council elect to conduct the transmittal hearing on Ordinance No. 015-2022 and the adoption hearing of the subject Ordinance on November 9, 2022.

TOWN OF PALM BEACH

Town Council Meeting on: September 13, 2022

Section of Agenda

Consent - Other

Agenda Title

Endorse Viking Yacht Service Center Environmental Enhancement and Seagrass Restoration Project and Approve Waivers to Town Code for Construction Hours and Noise

Presenter

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

ATTACHMENTS:

- ▣ **Memorandum dated August 31, 2022, from H. Paul Brazil, P.E., Director of Public Works**
- ▣ **Attachments**

TOWN OF PALM BEACH

Information for Town Council Meeting on: September 13, 2022

TO: Mayor and Town Council

VIA: Kirk W. Blouin, Town Manager

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

RE: Endorse Viking Yacht Service Center Environmental Enhancement and Seagrass Restoration Project and Approve Waivers to Town Code for Construction Hours and Noise

DATE: August 31, 2022

STAFF RECOMMENDATION

Town staff recommends Town Council endorse the Viking Yacht Service Center Environmental Enhancement and Seagrass Restoration Project and approve a waiver of the Town Code of Ordinances 42-198 through 199 and 42-228, restrictions for construction hours and work during season.

GENERAL INFORMATION

Viking Yachts has received a permit to perform dock modifications and dredging to their facility on the west side of the Intracoastal Waterway. A special condition of their state and federal regulatory approval is to construct a 6.7-acre environmental enhancement and seagrass restoration project in the Lake Worth Lagoon and within the Town's jurisdictional boundaries. Please see the attached plan view drawing.

The site of the project is approximately 400 feet west of the Palm Beach Country Club. Approximately 40,000 cubic yards of clean material to be placed at this site will be dredged from the west side of the Intracoastal Waterway within the vicinity of the Viking Yacht Service Center. The fill will raise the bottom of the lagoon in this area from approximately -14.0' mean lower low water (MLLW) to -10.0' MLLW to promote the recruitment of seagrasses. Please see the attached cross-section view drawing.

The project provides an environmental enhancement to the Lake Worth Lagoon and discourages mooring. Note that the project does not include any feature that is emergent from the surface of the water and will not impact the vista of the lagoon.

No work on nights, weekends, or holidays will be approved. Construction would start immediately following Town Council approvals and continue for approximately 30 working days. The current plan is to be complete prior to Thanksgiving weekend.

Town staff recommends that Town Council endorse this project and approve the necessary waivers to Town Code in order to timely construct the project.

FUNDING/FISCAL IMPACT

The project has no funding or fiscal impacts.

Attachments

cc: Shore Protection Board
Nick Caristo, Chief of Police
Patricia Strayer, P.E, Town Engineer
Robert Weber, Coastal Program Manager

From: [Vance Construction Company](#)
To: [Robert Weber](#)
Cc: [Paul Brazil](#); [Charles C. Isiminger](#); [Michael Stahl R.](#); [Eric Anderson](#); [Lewis, Stephen \(Florida Facility\)](#)
Subject: 6.7-acre DEP permitted Seagrass Mitigation Project.
Date: Tuesday, July 12, 2022 2:57:55 PM

*****Note: This email was sent from a source external to the Town of Palm Beach. Links or attachments should not be accessed unless expected from a trusted source. Additionally, all requests for information or changes to Town records should be verified for authenticity.*****

Rob,

Enjoyed chatting with you, it has been awhile since our last restoration projection within the Town of Palm Beach's boundaries. Per our conversation, Viking Yachts mitigation requirement does fall within the Town of Palm Beach's jurisdictional boundaries.

We are seeking a waiver to code ordinances 42-198, 42-199, and 42-228 which will allow VCC to complete the required work in accordance with the conditions of these codes. The work is to be completed during the off season and active offloading will be performed only during approved hours. No work will be conducted on weekends or holidays.

I have attached the aerial map showing the project site which is located approximately 400' west of the Palm Beach Country Club. The regulatory agencies have selected this site as best suited and all partnered to make this a success. The Vance Construction company requests this waiver to the code ordinances listed above, and have it placed on the August town council agenda for consideration. If you have any questions or need any additional information please do not hesitate to contact me directly at 561-719-4696.

Best,

Jim Vance.

Attachments: Florida Department of Environmental Protection.

Permit #: 50-0406128-001-EI.

US Army Corp of Engineers Permit #: SAJ-2003-02932(SP-LCK).

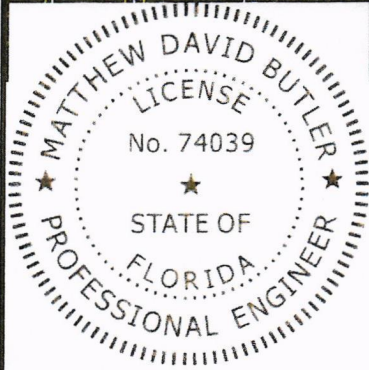


[Dept of the Army Permit.zip](#)



[FDEP Permit.zip](#)

Vance Construction Company
225 Southern Blvd.
Suite 201
West Palm Beach, FL 33405
office/fax: (561) 855-8195



This item has been digitally signed and sealed by Matthew D. Butler, P.E. on 10/4/2021 using a Digital Signature. Printed copies of this document are not considered signed and sealed, and the signature must be verified on any electronic copies.

NOTE: FLOATING TURBIDITY CURTAINS, NOT SHOWN FOR CLARITY, TO BE UTILIZED DURING PLACEMENT OF THE DREDGED MATERIAL. ACTUAL LOCATION AND CONFIGURATION OF FLOATING TURBIDITY CURTAINS TO BE DETERMINED BY MARINE CONTRACTOR.

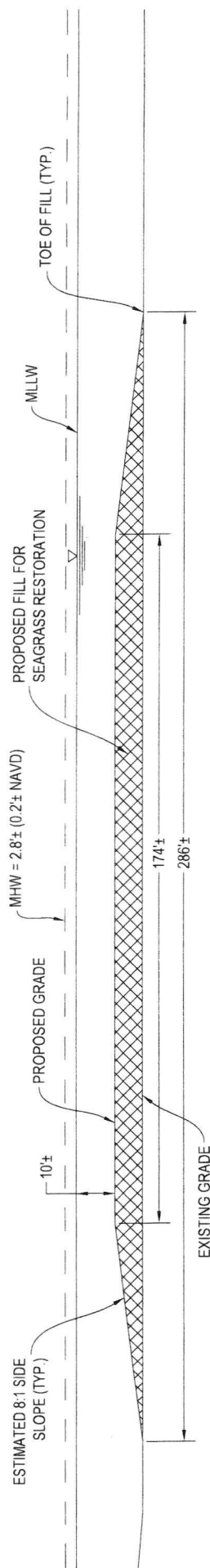
NOTES:

1. DATUM IS MLLW. MLLW = -2.6'± NAVD FROM LABINS DATABASE.
2. DEPTH CONTOURS ARE APPROXIMATE BASED ON SURVEY BY MORGAN & EKLUND, INC., DATED 2002/2003.
3. 2017 AERIAL PHOTOGRAPH FROM PALM BEACH COUNTY.

**SKETCH SUBMITTED FOR ENVIRONMENTAL PERMIT REVIEW.
NOT INTENDED FOR CONSTRUCTION OR BUILDING PERMIT REVIEW.**

PLAN VIEW - SEAGRASS CREATION

 ISIMINGER & STUBBS ENGINEERING, INC. COASTAL • ENVIRONMENTAL • MARINE CERTIFICATE OF AUTHORIZATION NUMBER: 8114 P.O. BOX 14702 • NORTH PALM BEACH, FL 33408 • 561-881-0003							
PROPOSED DOCK MODIFICATION & DREDGING LAKE WORTH 1524 & 1606 AVENUE C CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FL APPLICANT: J.S. FAMILY HOLDINGS, INC.							
DATE	12/18	DRAWN	MDB	CHKD	CCI	APPRVD	MDB
DWG NO.	15107S2					SHEET	
COMPUTER FILE NO.	15107Sr3					OF 7	
						4	



NOTE: FLOATING TURBIDITY CURTAINS NOT SHOWN FOR CLARITY. TO BE UTILIZED DURING PLACEMENT OF THE DREDGED MATERIAL. ACTUAL LOCATION AND CONFIGURATION OF FLOATING TURBIDITY CURTAINS TO BE DETERMINED BY MARINE CONTRACTOR.

SECTION A-A



SECTION VIEW - SEAGRASS CREATION



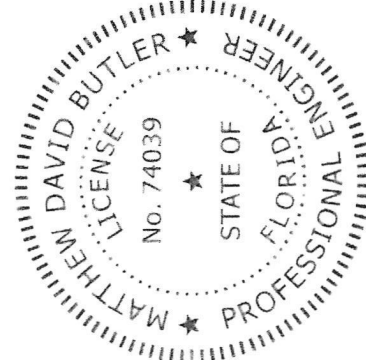
**ISMINGER & STUBBS
ENGINEERING, INC.**

COASTAL • ENVIRONMENTAL • MARINE
CERTIFICATE OF AUTHORIZATION NUMBER: 8114
P.O. BOX 14702 • NORTH PALM BEACH, FL 33408 • 561-881-0003

PROPOSED DOCK MODIFICATION & DREDGING
LAKE WORTH
1524 & 1606 AVENUE C
CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FL
APPLICANT: J.S. FAMILY HOLDINGS, INC.

DATE	12/18	DRAWN	MDB	CHKD	CCI	APPRVD	MDB
DWG NO.	15107/S3						
COMPUTER FILE NO.	15107S3						
SHEET	OF	7					

5



This item has been digitally signed and sealed by Matthew D. Butler, P.E. on 10/4/2021 using a Digital Signature.
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SKETCH SUBMITTED FOR ENVIRONMENTAL PERMIT REVIEW.
NOT INTENDED FOR CONSTRUCTION OR BUILDING PERMIT REVIEW.

REV 3 10/21 REVISED MITIGATION AREA

TOWN OF PALM BEACH

Town Council Meeting on: September 13, 2022

Section of Agenda

Consent - Other

Agenda Title

Mayoral Letter of Approval for Edward Byrne Memorial Justice Assistance Grant (JAG) Funds Disbursement

Presenter

Nicholas Caristo, Chief of Police

ATTACHMENTS:

- ▣ **Memorandum dated September 1, 2022, from Nicholas Caristo, Chief of Police**
- ▣ **CJC Letter - Attachment A**
- ▣ **Mayoral Letter of Support - Attachment B**

TOWN OF PALM BEACH

Information for Town Council Meeting on: September 13, 2022

To: Mayor and Town Council

Via: Kirk W. Blouin, Town Manager

From: Nicholas Caristo, Chief of Police

Re: Mayoral Letter to Support the Palm Beach County Criminal Justice Commission's Request for Edward Byrne Memorial Justice Assistance Grant (JAG) Program Funds

Date: September 1, 2022

STAFF RECOMMENDATION

Staff recommends the Town Council authorize the Mayor, ex post facto, to provide a letter supporting the Palm Beach County Criminal Justice Commission's request for Edward Byrne Memorial Justice Assistance Grant (JAG) Program (JAG-Countywide) funds.

GENERAL INFORMATION

The Palm Beach County Criminal Justice Commission (CJC) sought the Town's approval for the allocation of Federal grant program countywide funds of \$304,703 to be utilized for the Countywide Reentry Program and the evaluation of the Delray Beach Police Department's Community Outreach Program (Attachment A). The Florida Department of Law Enforcement (FDLE) requires that fifty-one percent of the local units of government representing at least fifty-one percent of the population agree on the allocation of these funds.

Due to the Countywide benefit of this allocation and a support letter receipt deadline of September 7, 2022, staff has already provided the Mayoral support letter to the CJC (Attachment B).

NC:wmr

Attachment

cc: Carolyn Stone, Assistant Town Manager

**Criminal Justice Commission**

301 North Olive Avenue, Suite 1001

West Palm Beach, FL 33401-4705

(561) 355-4943

<http://discover.pbcgov.org/criminaljustice/>

Fax: (561) 355-4941

Kevin L. Jones, Chairman

Rachel Docekal, Vice Chair

Christina Morrison, Secretary

Matt Pawlowski, Treasurer

**Palm Beach County
Board of County Commissioners**

Robert S. Weinroth, Mayor

Gregg K. Weiss, Vice Mayor

Dave Kerner

Maria G. Marino

Maria Sachs

Melissa McKinlay

Mack Bernard

County Administrator

Verdenia C. Baker

*"An Equal Opportunity
Affirmative Action Employer"*

August 16, 2022

To All Palm Beach County Mayors:

The Criminal Justice Commission (CJC) seeks your approval in the allocation of Federal Fiscal Year 2021 (County Fiscal Year 2022) Edward Byrne Memorial Justice Assistance Grant (JAG) Program (JAG-Countywide) funds. The total allocation to Palm Beach County is \$304,703. The CJC received notification on August 12, 2022 of this funding for the period October 1, 2021 through September 30, 2023.

The CJC will provide funding for two important initiatives at the funding amounts listed below including: 1) \$241,722 for the Countywide Reentry Program, which provides transitional services for adults and juveniles released from jail and prison to Palm Beach County; and 2) \$62,981 towards the evaluation of the Delray Beach Police Department's Community Outreach Program to measure its impact, effectiveness, and scalability for countywide implementation in an attempt to improve the quality of life for all residents by assisting those individuals that are dealing with homelessness and have complex behavioral health challenges.

Palm Beach County	PROJECT TITLE	FEDERAL FUNDS RECOMMENDED
Palm Beach County	Countywide Reentry Program	\$241,722
Palm Beach County	Evaluation for Countywide Law Enforcement Program	\$62,981
TOTAL		\$304,703

The Florida Department of Law Enforcement (FDLE) requires that fifty-one percent (51%) of the local units of government representing at least fifty-one percent (51%) of the county's population agree on the allocation of these funds. For your convenience, we have prepared the attached sample letter for your use. **Due to the application deadline, we ask that this letter be received at the CJC Office no later than September 7, 2022.** Please send your letters digitally to Katherine Shover at the email address: CJCRPU@pbcgov.org.

(PLEASE DO NOT SEND THE LETTER TO FDLE)

If you should require additional information or have any questions, please contact Katherine Shover (561) 355-6877. Your immediate attention to this matter is greatly appreciated.

Sincerely,

Regenia Herring
Executive Director

Cc: All Palm Beach County Police Chiefs
Richard C. Radcliff, Executive Director, PBC League of Cities



TOWN OF PALM BEACH

Mayor & Town Council's Office

August 17, 2022

Mr. Cody Menacof
Bureau Chief
Office of Criminal Justice Grants
Florida Department of Law Enforcement
2331 Phillips Road
Tallahassee, Florida 32308
C/O THE CRIMINAL JUSTICE COMMISSION

Dear Mr. Menacof:

In compliance with the State of Florida *Rule 11D-9, F.A.C.*, the Town of Palm Beach approves the distribution of \$304,703 of Federal Fiscal Year 2021 (County Fiscal Year 2022) Edward Byrne Memorial Justice Assistance Grant (JAG) funds for the Countywide Reentry Program and the Evaluation of a Countywide Law Enforcement Program as follows:

PALM BEACH COUNTY	PROJECT TITLE	FEDERAL FUNDS RECOMMENDED
Palm Beach County	Countywide Reentry Program	\$241,722
Palm Beach County	Evaluation for Countywide Law Enforcement Program	\$62,981
TOTAL		\$304,703

Sincerely,

Mayor Danielle Moore
Town of Palm Beach, Florida

TOWN OF PALM BEACH

Town Council Meeting on: September 13, 2022

Section of Agenda Committee Reports

Agenda Title

Report of the Public Works Committee Meeting Held on Thursday, August 11, 2022

Presenter

Bobbie Lindsay, Chair

ATTACHMENTS:

- ▣ **August 11, 2022, Public Works Committee Meeting Report**
- ▣ **Report from Bobbie Lindsay, Chair (Addendum)**



REPORT OF THE PUBLIC WORKS COMMITTEE MEETING HELD ON AUGUST 11, 2022

I. CALL TO ORDER AND ROLL CALL

The Public Works Committee Meeting of August 11, 2022 was called to order by Chair Bobbie Lindsay at 9:30 a.m. On roll call, all committee members were found to be present.

II. PLEDGE OF ALLEGIANCE

Chair Lindsay led the Pledge of Allegiance.

III. APPROVAL OF AGENDA

Motion was made by Committee Member Margaret Zeidman and seconded by Chair Lindsay to approve the Agenda. On roll call, the Motion passed unanimously.

IV. COMMUNICATIONS FROM CITIZENS – 3 MINUTE LIMIT PLEASE

V. REGULAR AGENDA

A. Old Business – *None*

B. New Business

1. Water Supply Feasibility Study:
H. Paul Brazil, P.E., Director of Public Works

Jason Debrincat, Public Works Senior Project Engineer reported that after last month's update regarding the water feasibility study to the Town Council from Public Works and Kimley-Horn & Assoc., the Town Council stated that it would like further information regarding the condition of the existing water supply structure, remaining asbestos concrete and cast iron pipes, renewal and replacement programs, a timeline and complexity of the options, membrane treatment, horizontal seawater wells, transmission pipeline in the intracoastal waterway and developing a Town-owned utility department.

Jason Lee, Kimley-Horn & Associates, gave a summary of the following options:

a. Age-Based Condition of Existing Water Supply Infrastructure

Mr. Lee gave an overview of the watermains, highlighting that the City of West Palm Beach owned the pipelines, but they could be transferred to the Town if the Town decided to end the Franchise Agreement. He showed a map highlighting the pipes which were installed from the 1940s, 1950s, 1960s and newer. He stated that the pipes installed before 1960 were made of either cast iron or asbestos concrete and had a life expectancy of about 70 years. Thirty-five percent (35%) of the watermains in Town are currently over 70 years or will be at the end of the Franchise Agreement.

b. Remaining Asbestos Concrete Pipe

In the northern portion of the Town asbestos concrete (AC) pipe is located at Onondaga Avenue, La Puerta Way, Adam, Eden and Garden Roads, Emerald and Coral Lanes. Patricia Strayer, Town Engineer, reported that the Onondaga Avenue pipe was replaced during the first phase of the undergrounding so there is no longer AC pipe in that location. It was pointed out that there was mislabeling on the map and it was Esplanade Way that still had AC pipe. In the central section of the Town, Pendleton Avenue, El Vedado Road, Tarpon Way, Island Drive, Via Palma and Algoma Road had AC pipes. The total AC pipe remaining is 8,900 linear feet (LF) which is 2.2% of the total 396,000 linear feet of pipe in Town.

c. Remaining Cast Iron Pipe

Mr. Lee stated that about 201,740 LF (51%) of the watermains in Town were cast iron pipe. The cast iron pipes' vulnerability is mostly due to age and has an actual service life of 70 years. Most of the pipes in Town are about 50-60 years old. Responding to Chair Lindsay, Mr. Lee and John Potts explained the differences in ductile iron and cast iron pipes.

d. Renewal and Replacement Programs

Mr. Lee stated that the current cost to replace the total pipelines (396,300 LF) in Town would be \$239M and based on a 75-year life cycle would need \$3.18M to be budgeted yearly.

Public Comments

J. Patterson Cooper, Palm Beach Civic Association, inquired if the cost of replacement was included in the water utility bills and if any conclusion could be drawn regarding failures due to age and type of the pipes. Mr. Debrincat responded that the City of West Palm Beach's analysis is based on a report of costs to repair the pipes and the water bill is based on the current agreement. H. Paul Brazil, P.E., Director of Public Works stated that in terms of failure, age plays a part but vulnerability was based on different factors. John Potts

reiterated Director Brazil's statement that vulnerability depended on certain factors and therefore the primary factor was based on age for renewal and replacement.

Mr. Lee presented a table showing the cost and years it would take to replace the pipes in Town as follows:

1940s and older	\$53.9M	17 years
1950s	\$29.3M	9 years
1960s to present	\$155.9M	49 years

e. Timeline and Complexity

Mr. Lee stated there was ongoing study regarding the current agreement with the City of West Palm Beach, membrane upgrade with the City of WPB and contracting with the City of Lake Worth Beach. He gave an overview of the cost, timelines and complexities for each alternative.

The "No Further Study" list included creating a desalination plant at Phipps Park, nano filtration at the Town-owned Quadrille site and contracting with Palm Beach County.

Chair Lindsay spoke regarding placing the current franchise agreement with the City of WPB under the "No Further Study" section. Director Brazil stated that the Town Council did not yet give direction to exclude any alternative.

f. Membrane Treatment

John Potts, Consultant, explained the membrane treatment process and the compounds removed as a result of the process. He also explained the differences in treatment of seawater, brackish water and surface water.

g. Feasibility of Horizontal Saltwater Wells

Mr. Lee explained the creation and use of the horizontal wells in the intracoastal waterway. He also spoke about the permitting and easements to be secured from Federal and State agencies (FDEP and USACE) which could take from 18-24 months. He estimated the cost to be about \$3-5M per well for a total of 11 wells. Mr. Potts pointed out that piping could not cross below private lands without an easement. Director Brazil inquired if the Town Council would like to continue with this option.

Public Comments

J. Patterson Cooper, Palm Beach Civic Association stated that oil companies carry out this kind of drilling frequently and inquired if the problem is the unknown below the intracoastal or cost. Mr. Lee responded that cost is the biggest obstacle.

Lynn George, Mockingbird Trail, spoke regarding the membrane issue.

h. Transmission Pipe in the Intracoastal

Mr. Lee spoke regarding installing transmission pipes in the intracoastal, the number of linear feet, type of drilling required, length of time for the project and cost. Director Brazil spoke about the challenges for this option. Mr. Debrincat stated that this project is relatively new to the industry.

i. Conceptual Town Utility Department Structure

Mr. Potts stated that if a utility is formed it should be a Division under the Public Works Department and would have 27 new positions in addition to the current 83 for a total of 110 positions, an estimated 30% increase in staff. He showed an org chart incorporating the new positions.

j. Discussion of Items for Future Public Works Meetings

The Phipps Park, Quadrille nano filtration and Palm Beach County should no longer be considered.

Mr. Lee showed the present day cost for a desalination treatment plant as \$140M for a life cycle of 50 years which would mean a budget of \$2.8M per year for maintenance.

VI. SCHEDULE FOR FUTURE PUBLIC WORKS COMMITTEE MEETINGS

VII. ANY OTHER MATTERS

There were none.

VIII. ADJOURNMENT

Motion was made by Member Zeidman and seconded by Chair Lindsay to adjourn the Public Works Committee meeting of August 11, 2022, at 12:30 p.m. without benefit of a roll call.

APPROVED:

Bobbie Lindsay, Chair

ATTEST:

Pat Gayle-Gordon, Acting Town Clerk

Date

Public Works Committee Chair Report for August 11th, 2022 Meeting

1. Summary of the aged-based water pipe infrastructure in town. Town Council asked staff to quantify and locate remaining Asbestos-Concrete (AC) and Cast Iron (CIP) pipes, as well as conduct an age assessment of the entire water main system. All pipes become Town property if PB decides not to renew the WPB franchise agreement.

- The Town has approximately 75 miles of underground water pipes. Only 2,2%, or approximately 1.7 miles of A-C piping remains in the system and all A-C piping is north of Southern Blvd. The use of A-C piping stopped in the late 70s. Most of the remaining A-C pipes are between 60 and 80+ years old. *The Town Council should consider whether these pipes should be made a priority for proactive replacement. (see pages 15-20)*
- The Town has approximately 51% or 38 miles of Cast Iron Pipe (CIP) in the system, and it is located throughout the town north to south. According to K-H, while there is no problem with CIP as a material, however, in our environment, with a high-water table and presence of salt water in the soil, CIP pipes are more vulnerable after 50-60 years. Consequently, it is recommended that the town budget for proactive replacement of these pipes after 50 years. The remaining 47% of our system consists of the less brittle ductal iron. *The City of West Palm Beach standard is Ductile Iron for all new pipes. (see pages 21-30)*
- Oldest Pipes: 23% of the Town's water pipes (17 miles) are between 73 and 80+ years old. According to Kimley-Horn, approximately 35% (26 miles) of the Town's water pipes will be more than 70 years old by the expiration of the franchise agreement in 2029. These older pipes under arterials and side streets are located north of Parc Monceau near Widener's Curve, in areas of the estate section, midtown and the north end. The pipes south of Widener's Curve are newer and all CIP, having been replaced after 1960. This includes approximately 6 miles of A1A arterials (including Ibis Island pipes) from Parc Monceau to the South Palm Beach line. *(see pages 7 & 8)*
- Historically, WPB's pipe replacement program has been reactive, addressing failure, or service issues such as a broken pipe, instead of a methodical, proactive replacement process based on age and cost efficiencies. The \$16M replacement fund paid for by WPB upon renewal of the current franchise agreement was expended during the first decade of our current franchise agreement. The subsequent \$1M in annual funding collected from Town residents with the water bills has proved to be inadequate to fund a proactive pipe replacement program. Consequently, during under-grounding in a specific area, the town has not always had adequate funding available to proactively replace very old pipes while it could realize cost and disruption efficiency of doing so while under-grounding. Even pipes identified as critical for replacement at the start of the current franchise agreement have been left in place in order for WPB to reactively address servicing issues, losing both proactive action and efficiency of costs that might be realized during under-grounding. Given that over a third (35%) of the piping infrastructure in Town is expected to be 70+ years old in 2029, the Public Works committee recommends that any consideration of renewal with WPB include a proactive replacement program that corrects deficiencies the Town experienced during the current agreement.

2. Council asked Staff to consider the costs of a Proactive Renewal and Replacement program of existing pipeline infrastructure

- According to Kimley-Horn, present-day costs to replace all pipelines is \$239M, using a 75-year life cycle or \$3.18M per year. The current 5% of the annual \$20M water bill collected is only a third of what is needed annually. The \$2.18M annual difference between what we need for a proactive age-based replacement program and the \$1M WPB collects from our residents through their water bills, demonstrates that an additional \$2.18M of annual funding needs to be provided in order to institute a proactive replacement program. *Note that these costs do not consider inflation.* Town Consultant, John Potts, suggested that adding \$2.18M to get to the \$3.18 needed may not be adequate initially to launch a proactive age-based replacement program. This is because WPB is behind the curve on instituting a proactive program that will address the vulnerability of the system now. We might consider how to enable a bigger initial capital budget for the first few years so that WPB can get ahead of the aging curve the city is currently facing. *Note that staff and our consultants were unable to find a line item in WPB's budget for Repair and Replacement of the City's water utility infrastructure. (see pages 31-33)*
- Lastly, there was a discussion on the accounting review of how WPB spent money on its utility system serving Palm Beach. While the accounting was provided for Operations and Maintenance, the Town Manager asked for an audit of the rates, particularly how they were established and why they are considerably higher than in other nearby municipalities with newer systems. Staff has not yet identified a consultant to do that forensic analysis.
- The Committee recommends that Town Council request that staff develops a plan showing how to best address a proactive age-based program going forward and prioritizes the hiring of a forensic accountant to review the rate structure, as the audit may influence our selection of a water system.

3. Kimley-Horn also Provided an updated Timeline and Complexity Ongoing Study for Water System Alternatives still being reviewed.

- See attached updated charts. While discussed at the July Town Council meeting, K-H made some edits and wished to summarize the review of these 6 alternatives again. While there is not much new information, renewing the WPB franchise agreement as is, unsurprisingly, is by far the lowest price alternative still on the table. Somewhat surprisingly, staying with WPB and upgrading the entire treatment plant that would serve all of the City's current customers to a membrane-based technology is the most expensive alternative currently being studied, although it is on par with a desalinization plant at Phipps in terms of the lower range cost estimates and high-water security. The Town is approximately 1/3 of WPB's current water demand. The committee discussed the need to review with the full town council the status of these 6 alternatives to determine which ones still remain a real alternative or should be classified as no longer under consideration (no further study) and/or off the table entirely.

There was also a committee discussion regarding the value of actively educating our residents about the different options we are considering to provide a safe, state-of-the-art drinking water system for the future.

The committee recommends a workshop-like forum for residents be scheduled in the early fall season. Jason Debrincat also pointed out that his team is in the process of placing all of the information the Town Council sees and has seen on this subject on the Town's Website for our residents to review. The second chart shows what K-H calls very aggressive timelines for moving to membrane-based treatment by either WPB or Lake Worth Beach. (There is no time impact if we remain with WPB's system.) (see pages 34 & 35)

- Both the membrane-based upgrade to WPB and to Lake Worth Beach have similar 6-year timeframes for completion. However, the construction impact to the town is much greater to switch to LWB because of the year-round construction requirement in the same 6-year period to replace all of the existing north-south pipelines with a larger diameter pipe distribution system. Staying with WPB's new membrane or existing system both require an ongoing, proactive, program for gradual replacement of our aging pipeline system as discussed in item 2 above.

4. Membrane-based options: Nano filtration, Brackish water RO, Desalinization differences were reviewed by John Potts, Town Consultant

See attached chart labeled **Compounds Removed by Membrane Treatment Process** (see page 36)

- Town Consultant, John Potts, reviewed membrane technology filtration processes and their applications for different water sources. Three membrane types were reviewed: Nano membrane filtration for fresh water such as surface water like Lake Okeechobee, brackish water Reverse Osmosis for sources such as the brackish water from the Floridan Aquifer and Desalinization of seawater. All are reliable technologies that filter on a molecular level, removing the unregulated emerging contaminants (CECs), PFAS (forever chemicals), viruses, bacteria and bacterial toxins, organics, most hardness and heavy metals—all contaminants we don't want in our drinking water. How much salt in the source water determines the size of the hole/type of membrane required. The smaller the hole, the more energy is required to push the source water through the membrane and the more wastewater is generated. Therefore, a desalination process is more expensive and generates more waste than a brackish water RO process, which is more expensive and generates more wastewater than a Nano process. By example, desalination results in a loss of 65%-45% of the water to waste, brackish water RO, 30%-20% lost to waste, and Nano filtration 20%-7% lost to waste. Most of the wastewater from Nano filtration can be used for irrigation, as its salt levels are very low and tolerated by plants. There is additional permitting required for the use of more water from surface or aquifer sources as a result of wastewater resulting from using membrane technologies, but these permits have proven to be obtainable.

5. TC asked staff for a high-level feasibility review of using Horizontal Wells from a possible desalination plant on West side of Intracoastal Waterway. (see page 37)

- Kimley-Horn estimates that a suitable property would require 3-5 acres with 220 feet of frontage along the intracoastal waterway. The endpoint of each of the 11 wells radius would require 500' of separation in order to avoid interfering with each other. Therefore the 10 -11 wells would need to be approximately 2200-2700 feet long to achieve that configuration. (See diagram on page of backup). K-H noted it is also important to confirm that appropriate rock formation exists underwater where the endpoints of the wells would be located and Mr. Potts added that this condition is required to ensure the wells do not pull up dirty water. K-H and staff spoke with a hydrologist and could not find an example where a horizontal well configuration in Florida was built for extracting water. (during public comments, Mr. Pat Cooper mentioned that this sort of underwater drilling was done frequently by the oil industry.) However, no local experience of this in the Florida area makes costs difficult to estimate. K-H and Staff believe the town will need a FDEP permit as well as submerged lands permit and USACOE permit. K-H's estimate of cost is \$3-\$5 M per well (up to \$55M.) For comparison, at the Par 3, the seawater wells were estimated at \$400K per well, with confidence. To arrive at a total cost, the town would still need to add costs for real estate, changes to distribution, and the physical plant itself. The cost to pursue this option seems high with a lot of unknowns. The committee will ask the full council if they wish to pursue this item further.

6. Placement of north-south water distribution pipeline in the intracoastal waterway.

K-H discussed a simplistic concept of a water transmission pipe in the intracoastal waterway. The submerged Water Main would follow a route from the northernmost ICW pipe crossing at Orange Grove Road south 7 miles, ending at the southernmost Sloans Curve crossing, connecting to the town's system at each of the existing 5 ICW crossings.

The diameter of the pipeline would range from 24" to 30". The proposed installation method would be horizontal directional drilling. The maximum length of a directional drill would be about 5500 — 6500 feet (just over a mile.) The drilling would likely be managed from a temporary trestle system driven into the ICW floor and supported from above the waterway. The reason a trestle is preferred over a barge is the mile-long pull back from each bore would require the stability of an anchored trestle. K-H said each entry pit for the directional drill system would require a coffer dam, a dewatered square box to control the containment of drilling fluid.

The project would have 8 drilling mobilizations to complete the 7-mile-long pipe transmission system. K-H estimated it would take 18-24 months to complete the entire 8 mobilizations and drills. They discussed rates and costs with directional drilling contractors, and the size and number of barges, cranes and other equipment needed on the waterway to support the project. Total costs were estimated at \$110M to \$115M. K-H began discussions with DEP in early August. DEP hadn't seen a project like this, but they believed the horizontal drilling method was best as opposed to placement on the seafloor or open cut trenching.

It would be permitted as an individual permit, and it was suggested an easement for sovereign submerged lands would be straightforward. Since this was a high-level look at feasibility, other details and potential hurdles such as getting around the 3 bridges and locating where FPL has east-west power lines still need to be worked out.

The key benefit of an ICW transmission system, once installed, is that it utilizes the town's existing water distribution system and avoids installing all new pipes from the south to the north if, for example, we used Lake Worth Beach or Phipps desalination. However, there are risks associated with our transmission pipe being located in the ICW such as lack of redundancy and security. The committee recommends discussing this at greater length at the council meeting.

It's important for us to acknowledge that no matter what water system we select, no system will avoid the inevitable, proactive, and disruptive replacement of our older pipes. This type of transmission system's biggest benefit is avoiding performing those replacements all at once for a multiple period of years. (see page 38)

7. Open discussion: A discussion was had on a Civic Association Water Committee's suggestion to find a desalination site on the West Palm Beach intracoastal side near the FPL power plant. Staff said it would require a minimum of 3-5 acres using horizontal drilling and 10-11 acres for traditional lineal drilling to keep the 500' spacing between well sites.

8. Establishing our own Utility: Town consultant, John Potts, presented an organizational chart showing what a possible water utility formed by the town to run its own water system would look like. The utility is established by resolution. The utility director would be a new position under the Public Works Director and It is estimated the town might increase staff by 27 positions (approximately 30%) to manage operations, billing & collection, finance, etc.. (see page 39)

9. Renew and Replace a Desalination Treatment Plant.

A chart showing the Present Day Cost of a desalination Treatment Plant, such as that initially contemplated at Phipps Park was discussed. Initial Cost = \$140M Assuming a life cycle of 50 years, the town would need to reserve \$2.8M per year, plus inflation, to replace the plant in 50 years. (see page 41)

Respectfully submitted, Bobbie Lindsay,
Chair, September 6, 2022

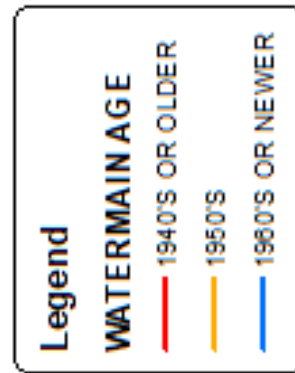
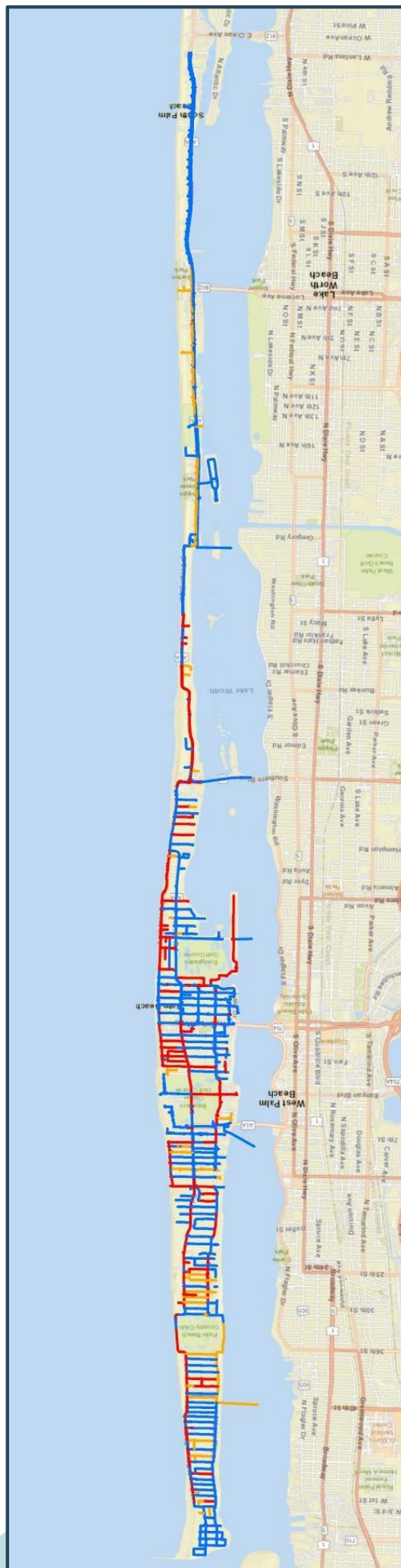
Town of Palm Beach Water Supply Feasibility Study

Meeting
August 2022

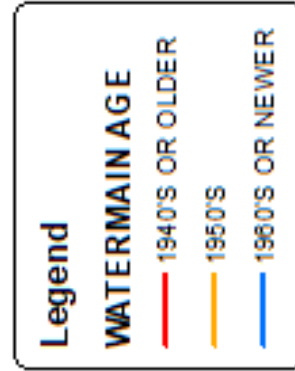
Overview

- Age Based Watermain Assessment
 - Remaining Asbestos Concrete Pipe
 - Remaining Cast Iron Pipe
- Renewal and Replacement Programs
- Timeline and Complexity
- Membrane Treatment
- Horizontal Saltwater Wells Concept
- Transmission Pipe in the Intracoastal
- Conceptual Town Utility Department Structure

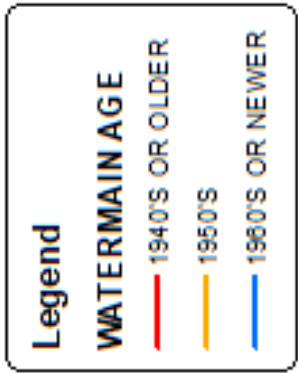
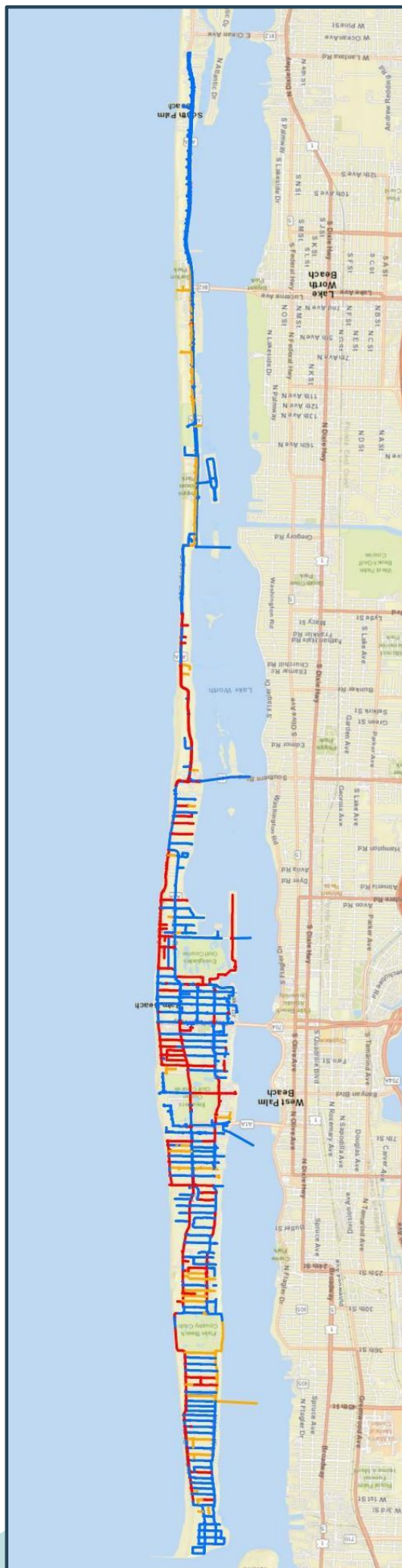
Age Based Watermain Assessment



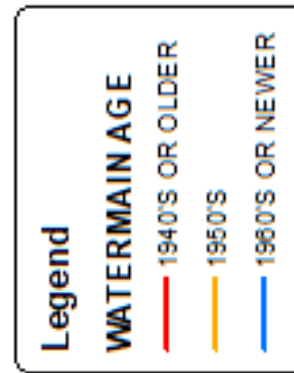
Age Based Watermain Assessment



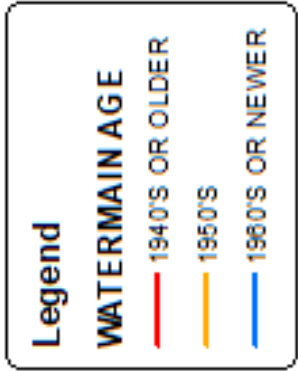
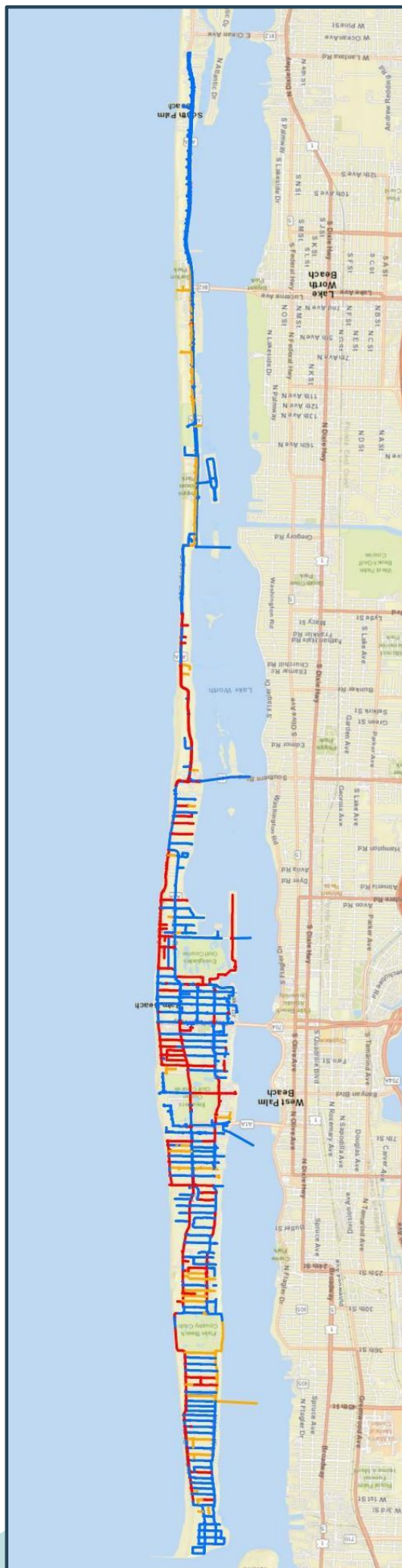
Age Based Watermain Assessment



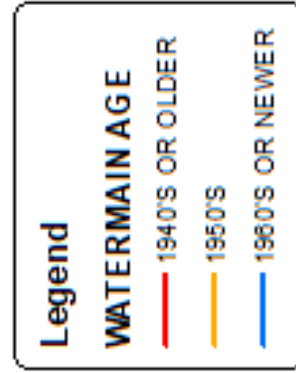
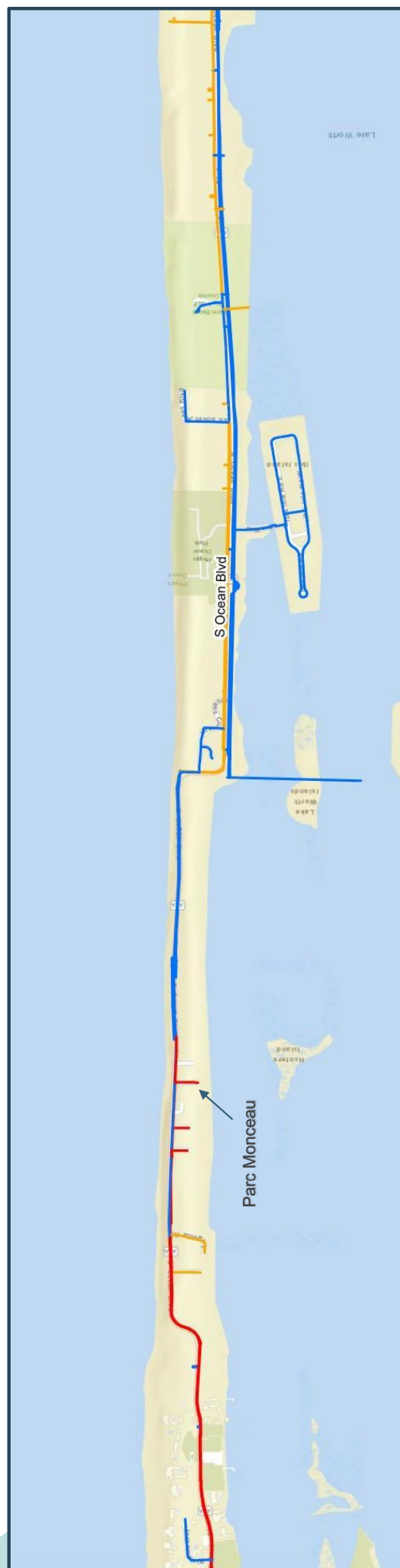
Age Based Watermain Assessment



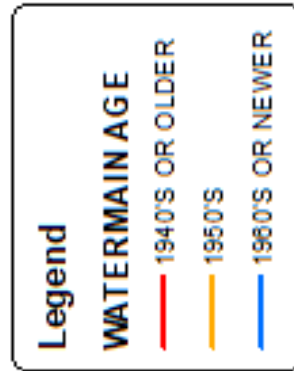
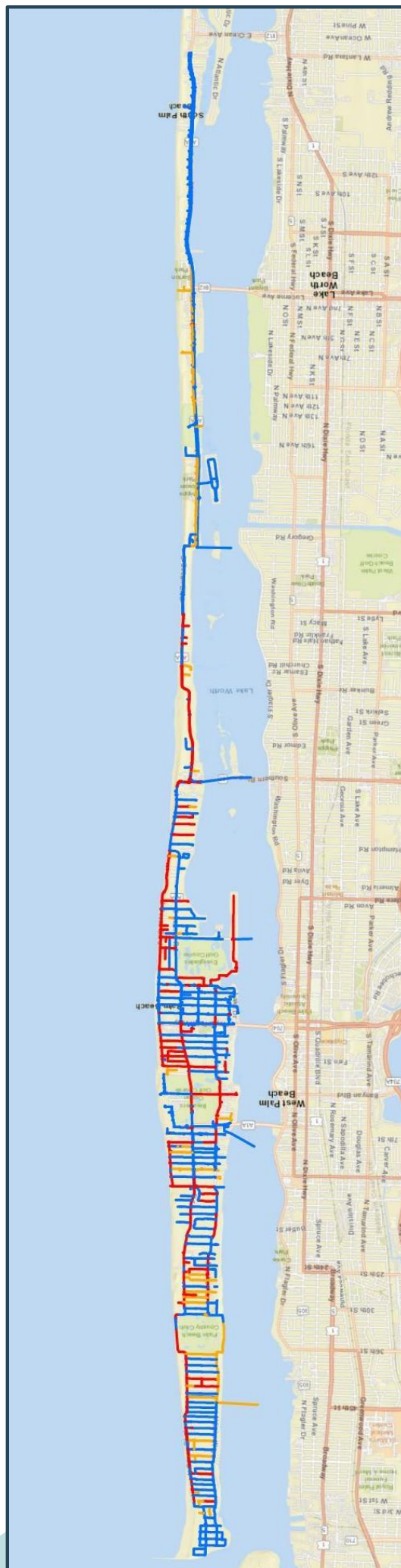
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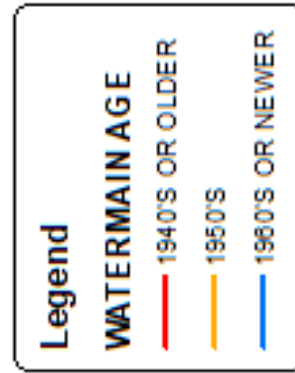
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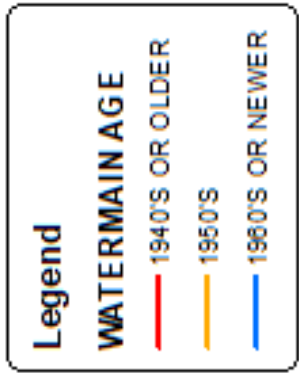
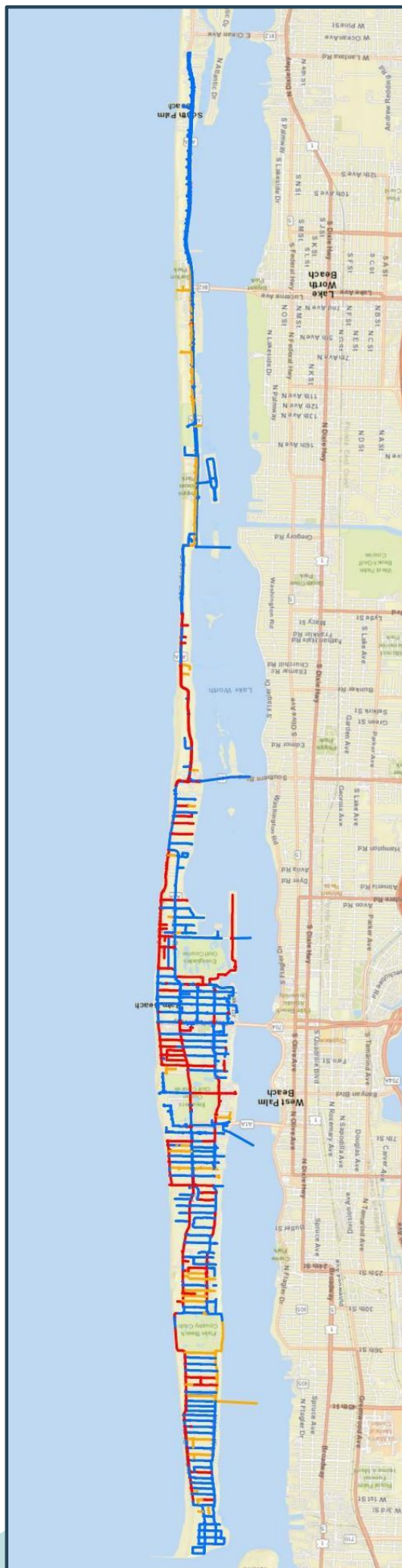
Age Based Watermain Assessment



Age Based Watermain Assessment



Age Based Watermain Assessment



Age Based Watermain Assessment

Age Group	Quantity (Linear Feet - LF)	% of total Pipe in the Town
1940's and Older	89,321	23%
1950's	48,522	12%
1960's to Present	258,426	65%
Total	396,269	

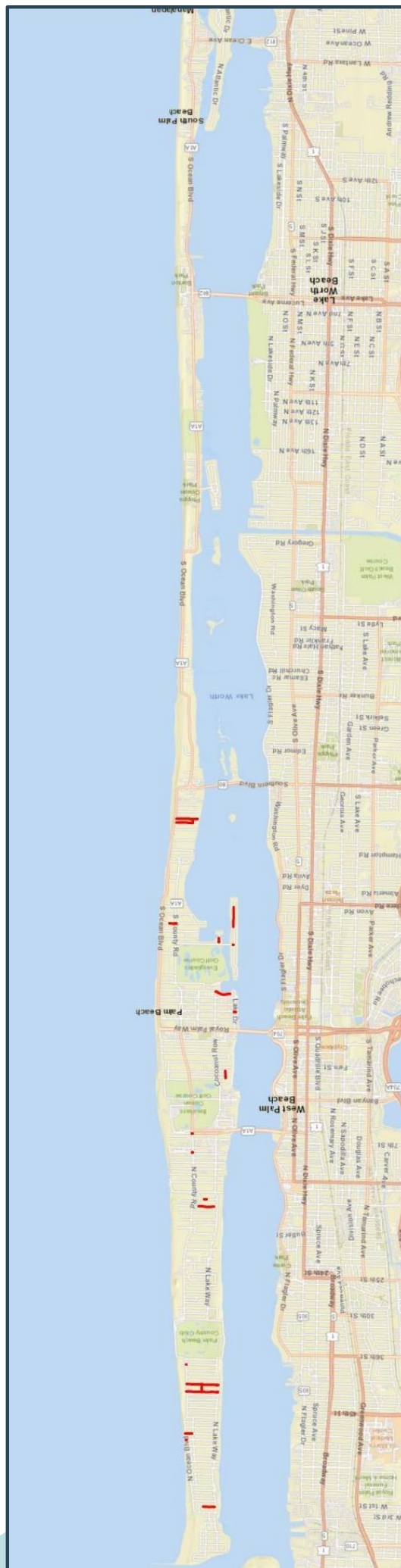
Age Based Watermain Assessment – Arterial Streets and Side Streets

Age Group	Quantity (LF)	Arterial Streets			Side Streets		
		Pipes on Arterial Streets (LF)	% of Age Group	% of Total Pipelines	Pipes on Side Streets (LF)	% of Age Group	% of Total Pipelines
1940's and Older	89,321	49,472	55%	12%	39,849	45%	10%
1950's	48,522	20,593	42%	5%	27,929	58%	7%
1960's to Present	258,426	129,707	50%	33%	128,719	50%	32%
Total	396,269	199,772		50%	196,497		50%

Age Based Watermain Assessment – Arterial Streets and Side Streets

Age Group	Arterial Street Pipes % of Total Pipeline	Side Street Pipes % of Total Pipeline
1940's and Older	12%	10%
1950's	5%	7%
1960's to Present	33%	32%

Remaining AC Pipe



Legend

— REMAINING AC PIPE

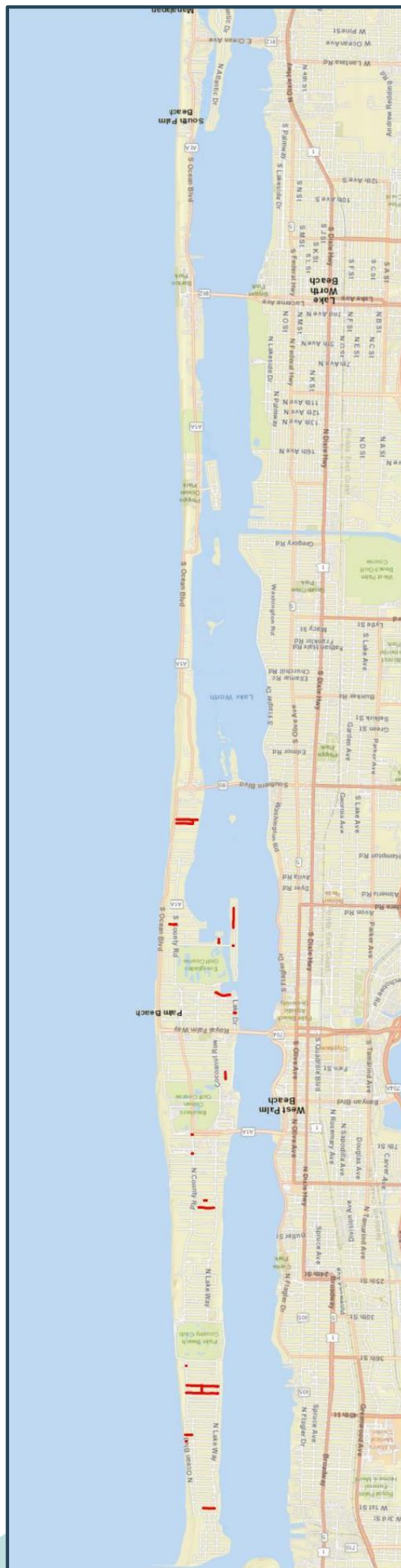
Remaining AC Pipe



Legend

REMAINING AC PIPE

Remaining AC Pipe



Legend

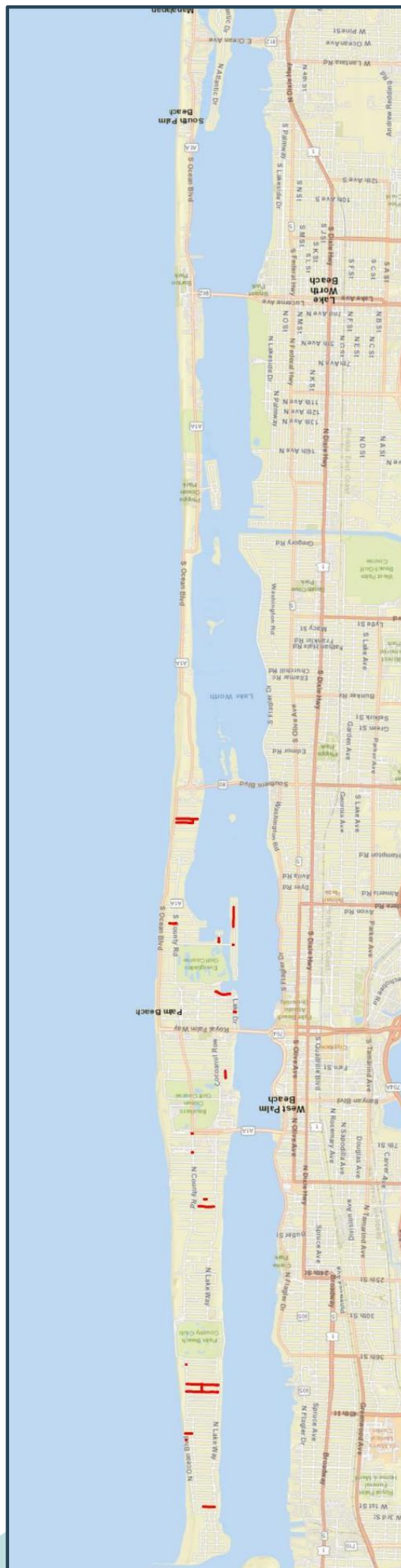
 REMAINING AC PIPE

09-13-22 TCM Backup



— REMAINING AC PIPE

Remaining AC Pipe



Legend

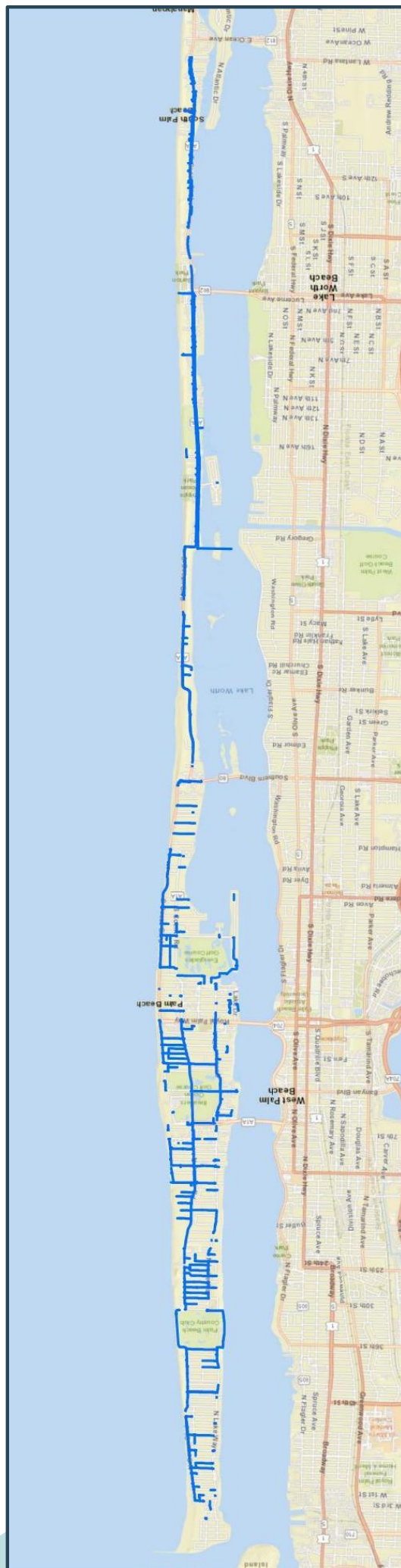
 REMAINING AC PIPE

Remaining AC Pipe

- Total Pipe in the Town = 396,000 LF
- Total AC Pipe Remaining = 8,900 LF
- % of AC Pipe Remaining = 2.2%

Age Group	Quantity (LF)	AC Pipe Remaining	AC - % of Age Group	AC - % of Total Pipe
1940's and Older	89,321	5,978	7%	1.5%
1950's	48,522	599	1.2%	0.15%
1960's to Present	258,426	2,386	0.92%	0.60%
Total	396,269	8,963		

Remaining Cast Iron Pipe



Legend

— REMAINING CIP PIPE

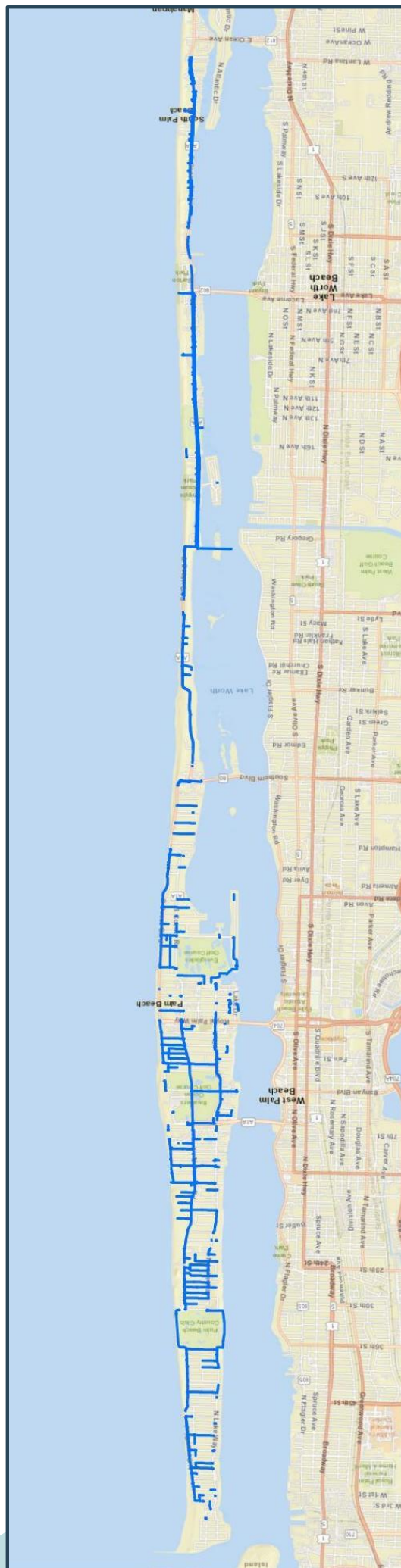
Remaining Cast Iron Pipe



Legend

— REMAINING CIP PIPE

Remaining Cast Iron Pipe



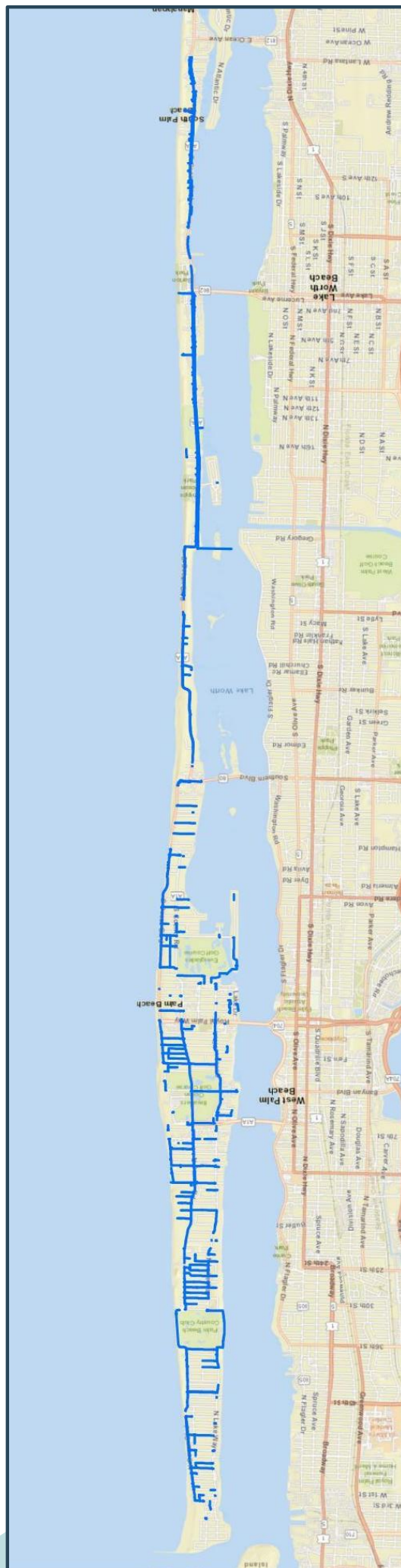
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— REMAINING CIP PIPE

Remaining Cast Iron Pipe



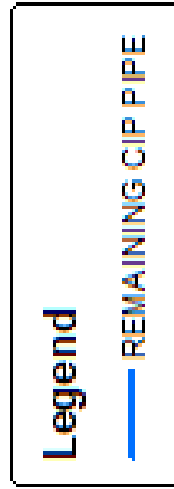
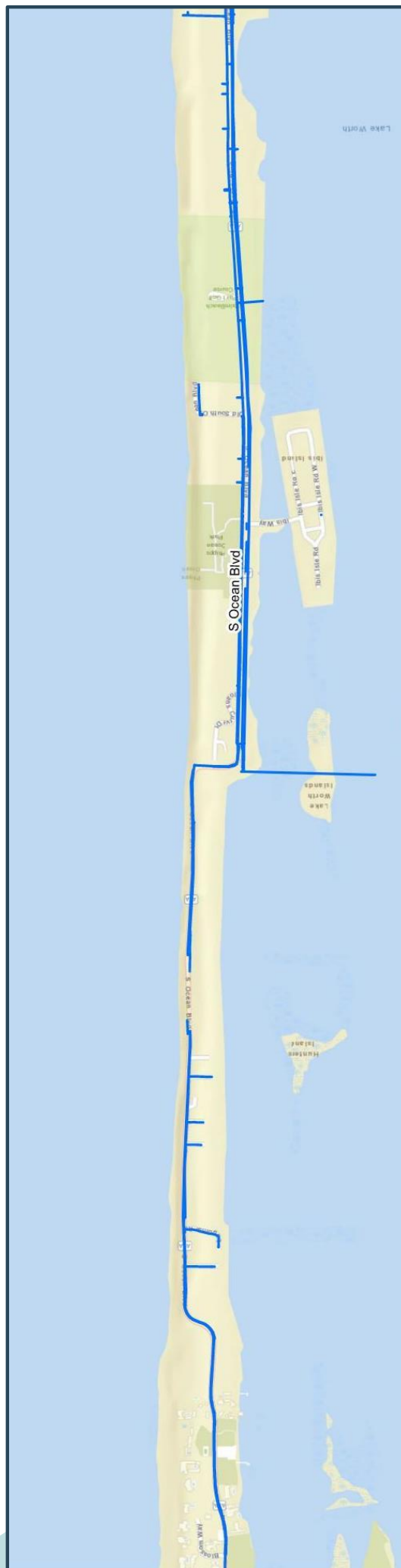
Remaining Cast Iron Pipe



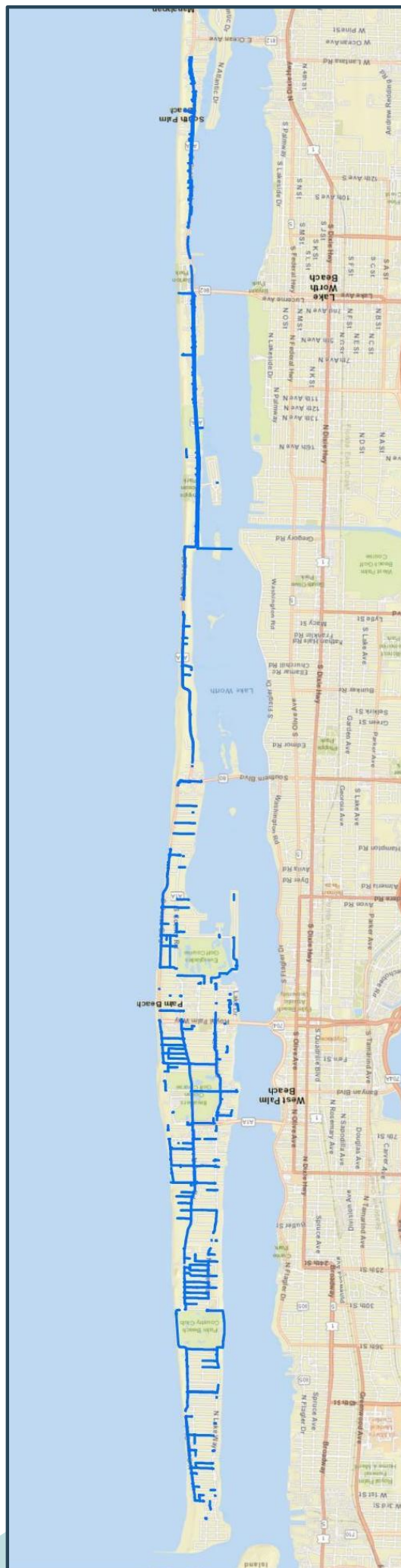
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— REMAINING CIP PIPE

Remaining Cast Iron Pipe



Remaining Cast Iron Pipe



Legend

— REMAINING CIP PIPE

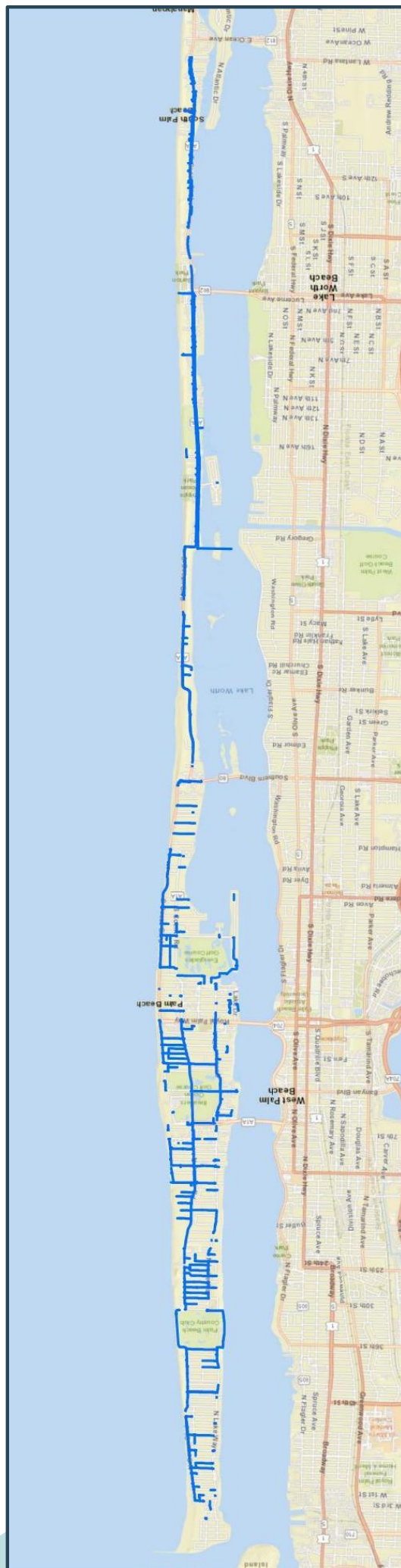
Remaining Cast Iron Pipe



Legend

— REMAINING CIP PIPE

Remaining Cast Iron Pipe



Legend

— REMAINING CIP PIPE

Remaining Cast Iron Pipe

- Total Pipe in the Town = 396,300 LF
- Total CIP Pipe Remaining = 201,740 LF
- % of CIP Pipe Remaining = 51%

Age Group	Quantity (LF)	CIP Pipe Remaining	CIP - % of Age Group	CIP - % of Total Pipe
1940's and Older	89,321	72,789	81%	18%
1950's	48,522	41,030	85%	10%
1960's to Present	258,426	87,921	34%	22%
Total	396,269	201,740		

Renewal and Replacement Programs

Renew and Replace - Pipes

- Total Pipelines in the Town = 396,300 LF
- Present Day Cost to replace all pipelines = \$239M
- Life Cycle = 75 years
- $\$239\text{M} / 75 \text{ years} = \3.18M

Renewal and Replacement - Pipes

- Total Cost of Pipelines = \$239M
- Total Pipelines = 396,300 LF
- \$239M / 396,300 LF = \$603 / LF
- \$3.18M R&R fund a year

Age Group	Linear Feet	Total Cost	Approx. Years
1940's and Older	89,320	\$53.9M	17
1950's	48,520	\$29.3M	9
1960's to Present	258,430	\$155.9M	49

Timeline and Complexity

Alternative Description	Cost	Town Developed Utility Required	Water Supply Security	Water Supply Permitting Complexity	Construction Complexity	Operational Complexity and System Reliability	Land Acquisition	Program Permitting Complexity	Stakeholder Coordination
Ongoing Study									
City of West Palm Beach – As Is	\$47M - \$70M	No	Moderate	None – Already Permitted	Low	Low / High	None	Low	Low
City of West Palm Beach – Membrane Upgrade	\$547M - \$821M (\$182M - \$273M)	No	High	Moderate	High	High / High	None	Low	Low
City of Lake Worth Beach	\$263M - \$395M	Retail – No	Moderate - High	Moderate	High	Low / Moderate	Low	High	High
No Further Study									
Town Owned Phipps Park - Desal	\$352M - \$529M	Yes	High	None	High	High / High	None	High	High
Town Owned Quadrille - Nano	\$269M - \$405M	Yes	High	None	High	High / High	None	High	High
Palm Beach County	\$366M - \$443M	Yes	Moderate - High	Low	High	High / Moderate	High	High	High

09-13-22 TCM Backup

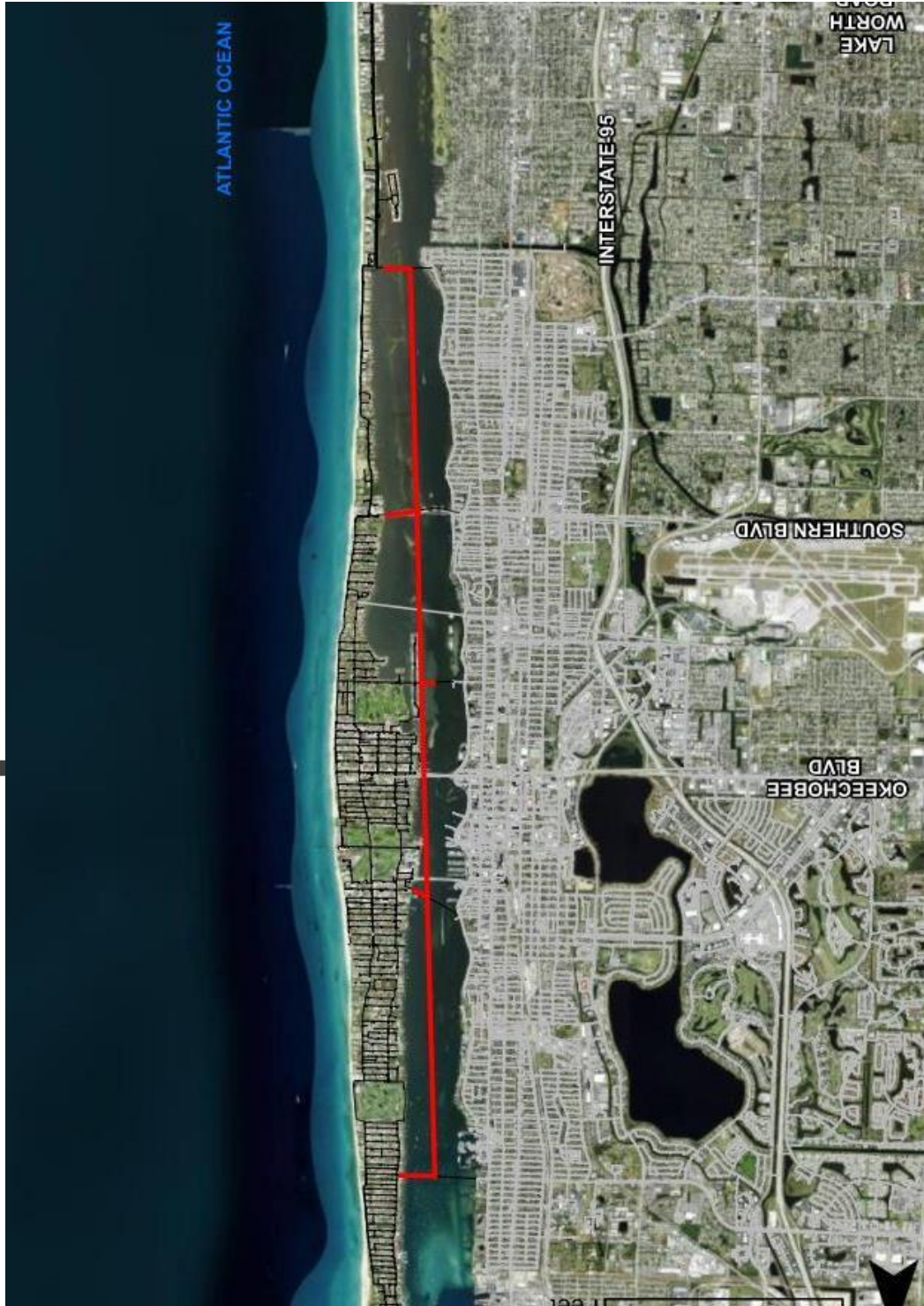
Alternate		Estimated Construction Period - Selected Alternates																											
		2023			2024			2025			2026			2027			2028			2029			2030			2031			
		1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4
	Task/Activity	Duration (Months)		Duration (Quarters)																									
WPB WTP Treatment - As is	West Palm Beach- As is	0		0																									
Upgrade WPB WTP Treatment	West Palm WTP Membrane Water Treatment Facility Construction	69		23																									
LWB Supply	Town Water Distribution System Construction	69		23																									

Compounds Removed by Membrane Treatment Process

Source Water Process	Seawater Desalination - Reverse Osmosis (SWRO)	Floridan Aquifer Brackish Water - Reverse Osmosis (BWRO)	Surface Water Nanofiltration (NF)	Source Water Untreated
EXAMPLE COMPOUNDS PRESENT IN SOURCE WATER AND AMOUNT THAT PASS EACH MEMBRANE PROCESS (PARTICLE SIZE)	SWRO Membrane	Salt (<1% Pass) BWRO Membrane	Salt (2% Pass) Hardness (None Pass) NF Membrane	 Giardia (None Pass) Cysts (None Pass) Salt (80% Pass) Viruses (None Pass) Bacteria (None Pass) Hardness (25% Pass) Color (5% Pass) THM (5% Pass) Organics (None Pass) CEC (None Pass) PFA (None Pass) Iron (20% Pass)
OPERATING PRESSURE (PSI)	500 PSI TO 1000 PSI	120 PSI TO 300 PSI	60 PSI TO 120 PSI	
WATER LOST TO WASTE	65% TO 45%	30% TO 20%	20% TO 7%	

This map illustrates the Intracoastal Waterway (ICW) near Palm Beach. The waterway is depicted as a light blue area, while the surrounding land is shown in orange. A series of black lines radiate from a point on the land, likely representing a navigational aid or a set of depth soundings. Two specific soundings are labeled: '2700.0' and '2200.0'. A north arrow and a graphic scale in feet (0 to 400) are located in the bottom right corner of the map.

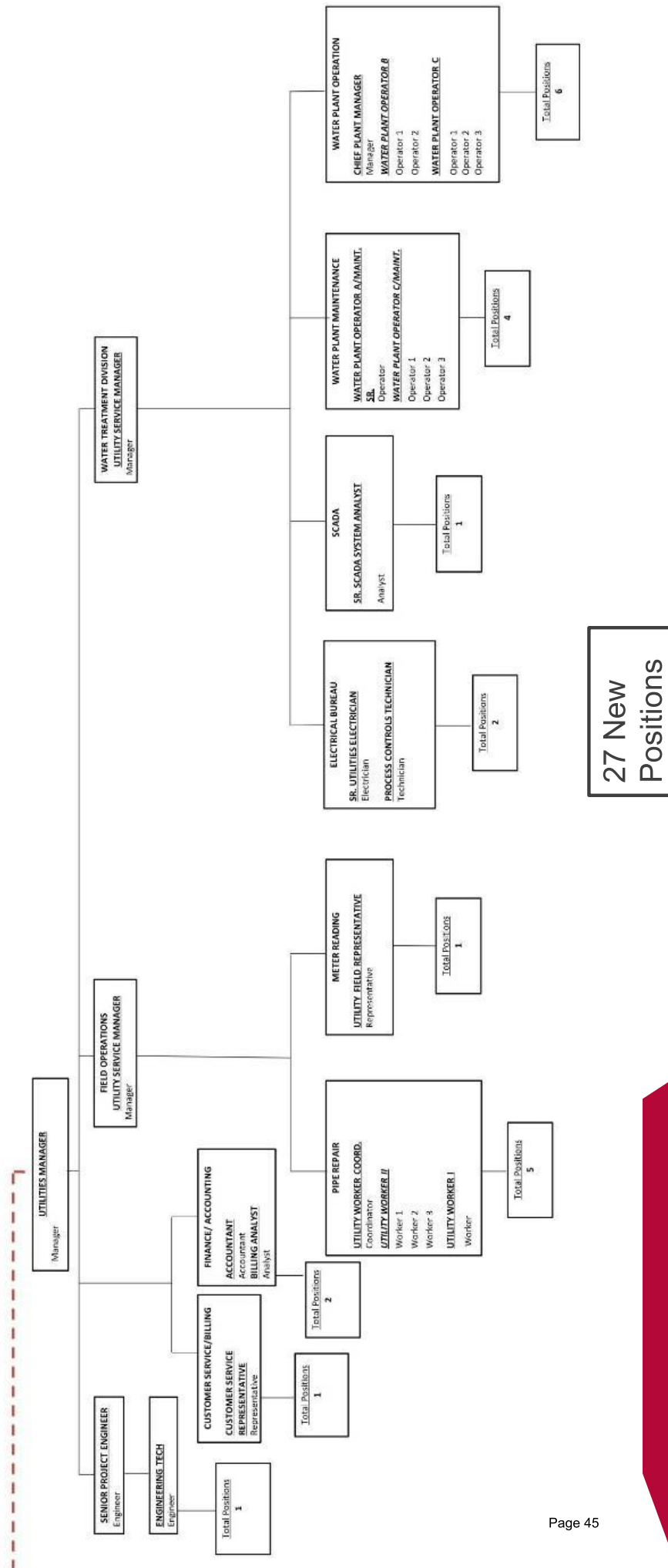
Transmission Pipe in the Intracoastal



09-13-22 TCM Backup



Utility Formation



27 New Positions

Renew and Replace – Treatment Plant

- Present Day Cost of Treatment Plant = \$140M (Desalination Plant)
- Life Cycle = 50 years
- $\$140\text{M} / 50 \text{ years} = \2.8M

TOWN OF PALM BEACH

Town Council Meeting on: September 13, 2022

Section of Agenda

Regular Agenda - Old Business

Agenda Title

Town-wide Undergrounding Project - Review of Project and Dashboard, Summary of Project Status

Presenter

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

ATTACHMENTS:

- ▣ **Utility Undergrounding Project Status Report**

TOWN OF PALM BEACH

Information for Town Council Meeting on: September 13, 2022

TO: Mayor & Town Council

VIA: Kirk W. Blouin, Town Manager

VIA: Paul Brazil, Public Works Director

FROM: Patricia Strayer, Town Engineer

RE: Utility Undergrounding Project Status Report

DATE: August 29, 2022

I. COMMUNICATIONS:

A. Community Meetings:

None to report

B. Significant Residential Communications

Staff meetings in Phase 6 North and South are focused on a few remaining easements to finalize. Staff's meetings for Phase 7 North and South are ongoing. Demonstration chicanes are installed in Phase 7. Phase 8 easement meetings are ongoing.

II. PROGRESS SUMMARY:

Overall, Town-wide construction progress, ten (10) of fifteen (15) construction zones are either complete or in progress/funded for construction, inclusive of Phases 1N, 1S, 2N, 2S, 3N, 3S, 4N, 4S, 5N and 5S. Phase 6 North and South are awaiting delivery of materials.

A. Construction Progress:

Phase 1 North:

From the Inlet south to Onondaga Ave.

- Completed March 30, 2019

Phase 1 South:

From southern Town limits north to Sloan's Curve

- Completed April 3, 2020

Phase 2 North Construction:

From Esplanade Way to Ocean Terrace

- Completed October 29, 2020

Phase 2 South Construction:

From Sloan's' Curve to the intersection of S. Ocean Blvd & S. County Road

- Phase 2 South, the project is 93% complete. Presently working with FPL to complete conversions. All conversions for all utilities should be complete by August 1. FPL should begin removing poles.

Phase 3 North Construction:

From Osceola Way to the north-side of La Puerta Way

- Completed September 17, 2021

Phase 3 South:

From S. Ocean Blvd & S. County Road to the alleyway south of Worth Ave.

- Phase 3 South construction is 69% complete. Staff has reached a new arrangement with FPL to initiate energizing feeders before construction is complete. This should improve construction schedule. The southern part of Phase 3 South is being energized now.

Phase 4 North:

From south-side of La Puerta Way to north-side of List Road

- Construction for Phase 4 North is 87% complete. All equipment has been installed. Switching is being initiated by FPL. Comcast and ATT are working on equipment installation.

Phase 4 South:

From Peruvian to Royal Palm Way

- Construction is 17% complete.

Phase 5 North:

From Country Club Road to Southland Road

- Design is 100% complete.
- 87 out of 87 (100%) easements are recorded or verbally approved.
- Notice to Proceed was issued September 27, 2021.
- Construction phase is 34% complete.

Phase 5 South:

From South Lake Drive/Hibiscus Ave. & Peruvian Ave./Royal Palm Way, properties between the intracoastal waterway and the Atlantic Ocean and from Royal Palm Way to Seaspray Ave.

- Design is 100% complete.
- 83 of 83 (100%) easements are recorded or verbally approved.
- Construction phase is 19% complete.

Phase 6 North:

From Chateaux Drive & Kawama Lane to the south-side of Plantation Road

- Design is 99% complete and on schedule.
- 47 of 47 (100%) easements approved.

Phase 6 South:

Seaspray Ave. to the south of Royal Poinciana Way

- Design is 100% complete and on schedule.
- 73 of 73 (100%) easements approved.

Phase 7 North:

Palm Beach Country Club north to the south side of List Road

- Design is 65% complete and on schedule.
- 46 of 76 (61%) easements approved.

Phase 7 South:

Atlantic Ave. north to Via Los Incas & Sanford Ave.

- Design is 63% complete and on schedule.
- 29 of 54 (54%) easements approved.

Phase 8:

Royal Poinciana Way north to Everglade Ave.

- Design is 27% complete and on schedule.
- 3 of 89 (3%) easements approved.

III. FINANCIAL SUMMARY:

A. FEMA Grant Update:

- Quarterly submittals are in for approval.
- First reimbursement payment was received.

B. Project Budget Summary:

There are no significant changes since the last report. Updates include processing of vendor pay applications for design and work performed in active phases. The full Underground Utility Project Financial Report is provided within your backup package with the summary page attached. The table below shows the latest construction cost summary.

Phase Area	Construction Cost Proposal	Master Plan OPC	Difference	% Difference
3S	\$8,029,384.83	\$7,710,000.00	\$319,384.83	+4.1%
4N	\$4,843,009.99	\$5,360,000.00	(\$516,990.01)	-9.6%
4S	\$8,803,506.00	\$6,400,000.00	\$2,403,506.00	+37.6%
5N	\$7,347,435.31	\$6,960,000.00	\$387,435.31	+5.6%
5S	\$8,102,327.89	\$8,940,000.00	(\$837,672.11)	-9.4%
6N	\$7,867,296.00	\$5,620,000.00	\$2,247,296.00	+40.0%
6S	\$8,149,565.00	\$10,040,000.00	(\$1,890,435.00)	-18.8%
Totals	\$53,142,525.02	\$51,030,000.00	\$2,112,525.02	+4.1%

cc: Jane LeClainche, Finance Director
Kevin Schanen, Kimley-Horn & Associates

Underground Utility Project Budget
Project Financial Summary
August 31, 2022

Expenditures	Original OPC	Dec 2019 OPC	Budget	Actual	% Expended
Phase 1	\$ 12,620,000	\$ 12,910,000	\$ 12,856,262	\$ 12,734,604	99.1%
Phase 2	\$ 9,170,000	\$ 13,470,000	\$ 13,326,026	\$ 13,331,536	100.0%
Phase 3	\$ 10,910,000	\$ 15,400,000	\$ 16,399,544	\$ 11,884,496	72.5%
Phase 4	\$ 10,370,000	\$ 15,220,000	\$ 17,695,472	\$ 8,978,300	50.7%
Phase 5 (Includes \$8.5 Million FEMA Grant Offset)	\$ 14,090,000	\$ 11,694,645	\$ 17,935,288	\$ 4,827,137	26.9%
Phase 6	\$ 16,820,000	\$ 20,800,000	\$ 20,313,477	\$ 2,923,366	14.4%
Phase 7	\$ 11,730,000	\$ 15,910,000	\$ 1,619,090	\$ 1,114,672	68.8%
Phase 8	\$ 12,300,000	\$ 14,500,000	\$ 1,441,577	\$ 489,463	34.0%
Total Project Costs To Date	\$ 98,010,000	\$ 119,904,645	\$ 101,586,736	\$ 56,283,574	55.4%
Other Costs Associated Directly with the Project (Page 8)	\$ 570,000	\$ 2,513,512	\$ 2,513,512	\$ 2,482,474	98.8%
Grand Total of Costs Related to Project	\$ 98,580,000	\$ 122,418,157	\$ 104,100,249	\$ 58,766,048	56.5%
Debt Service and Related Debt Issuance Costs (Page 8)			\$ 14,543,157	\$ 14,359,826	98.7%
Total Other Costs Outside Underground Budget (Page 8)			\$ 690,317	\$ 1,669,991	241.9%
Grand Total of All Costs Related to the Project	\$ 98,580,000	\$ 122,418,157	\$ 104,790,566	\$ 74,795,865	71.4%

Total Project Budget - Opinion of cost for construction	\$ 122,418,157
% Budgeted/Encumbered To Date Project Costs	85.04%
% Spent to Date - Project Costs	48.00%

Project Revenues Received

Revenues	Budget	Actual	% of Budget
Revenues			
Prepaid Assessments	\$ -	\$ 18,329,914	0.0%
Assessment Revenue	\$ 21,430,000	\$ 21,906,095	102.2%
Commercial Paper	\$ -	\$ -	0.0%
Town Owned Property Prepaid Assessments	\$ 2,797,291	\$ 2,797,291	100.0%
Interest on Assessment Escrow	\$ -	\$ -	0.0%
Interest	\$ 1,567,009	\$ 3,298,420	210.5%
GO Bond Proceeds 2018	\$ 60,500,000	\$ 60,499,897	100.0%
GO Bond Proceeds 2021	\$ 9,198,896	\$ 9,198,896	100.0%
1 Cent Sales Tax	\$ 5,000,000	\$ 2,958,333	59.2%
FPL		\$ 450,246	0.0%
FEMA Grant	\$ 8,500,000	\$ 311,959	3.7%
Other			
Kevin McGann - CO #9	\$ -	\$ 34,900	0.0%
Donations - Civic Association	\$ 49,250	\$ 49,250	100.0%
Transfer from (307) Fund CIP	\$ 760,200	\$ 760,200	100.0%
Transfer from (401) Fund Marina	\$ 2,600,000	\$ 2,383,333	91.7%
Transfer from (001) General Fund - PM Salary	\$ 751,000	\$ 1,003,328	133.6%
Total Project Revenues	\$ 113,153,646	\$ 123,982,065	109.6%

Underground Utility Project Budget
Phase 1 Project Costs
August 31, 2022

	Original OPC	Dec 2019 OPC	Budget	Actual	% Expended
Project Engineering					
Task 2.1 - Detailed Design North End	590,000		472,063	472,063	100.0%
Task 2.2 - Detailed Design South End	740,000		619,411	619,411	100.0%
Task 2.3 - Permitting Assistance			17,790	17,790	100.0%
Task 2.4 - Bid Phase Assistance			42,166	42,166	100.0%
Task 2.5 - Meetings - Design Phase			125,399	125,383	100.0%
Subtotal Design Phase	\$ 1,330,000	\$ 1,280,000	\$ 1,276,829	\$ 1,276,813	100.0%
Construction Costs					
Phase 1 North Construction					
Preconstruction			\$ 19,720	19,720	100.0%
Burkhardt Construction			\$ 3,598,144	3,598,144	100.0%
Street Light Conversion			\$ 26,273	40,934	155.8%
Change Order for AT&T and Comcast Conduit			\$ 500,655	491,883	98.2%
Utility Design Costs			\$ 15,595	16,945	108.7%
Utility Construction Costs (FPL, Comcast, AT&T)			\$ 476,776	392,932	82.4%
Construction Engineering (KH)			\$ 207,771	205,818	99.1%
	\$ 4,210,000	\$ 4,930,000	\$ 4,844,935	\$ 4,766,377	98.4%
Phase 1 South Construction					
Preconstruction			\$ 22,200	22,200	100.0%
Whiting Turner Construction			\$ 4,450,977	4,450,977	100.0%
Change Order for AT&T and Comcast Conduit			\$ 125,147	125,147	100.0%
Street Light Conversion			\$ 68,115	68,115	100.0%
Utility Design Costs			\$ 33,013	44,958	136.2%
Utility Construction Costs (FPL, Comcast, AT&T)			\$ 1,374,193	1,317,824	95.9%
Construction Engineering (KH)			\$ 316,498	316,396	100.0%
	\$ 6,800,000	\$ 6,350,000	\$ 6,390,143	\$ 6,345,618	99.3%
Easement Recording Fees			\$ 740	740	100.0%
Legal Costs/Easement Acquisition - Jones Foster	\$ 280,000	\$ 350,000	\$ 301,359	\$ 306,723	101.8%
Legal Sketch and Description - Easements			34,000	33,215	97.7%
Easement Abandonment			\$ 8,256	5,120	62.0%
Legal Advertising				1,861	
Total Phase 1 Costs	\$ 12,620,000	\$ 12,910,000	\$ 12,856,262	\$ 12,734,604	99.1%

Underground Utility Project Budget
Phase 2 Project Costs
August 31, 2022

	Original OPC	Dec 2019 OPC	Budget	Actual	% Expended
Phase 2 Design					
Kimley Horn					
Task 1.1 Phase 2 North Design	335,000		\$ 281,304	\$ 281,304	100.0%
Task 1.2 Phase 2 South Design	400,000		\$ 335,353	\$ 335,353	100.0%
Task 1.3 Permitting Assistance North and South			\$ 12,674	\$ 12,674	100.0%
Task 1.4 Bid Phase Assistance North and South			\$ 40,565	\$ 40,565	100.0%
Task 1.6 Meetings North and South			\$ 136,617	\$ 131,510	96.3%
Total Phase 2 Design	\$ 735,000	\$ 807,000	\$ 806,513	\$ 801,406	99.4%
Construction Costs					
Phase 2 North Construction					
Preconstruction			\$ 35,000	31,970	91.3%
Burkhardt Construction			\$ 3,932,792	3,905,978	99.3%
Owner Purchased Supplies			\$ 83,073	205,809	247.7%
FPL Design Cost			\$ 11,759	65,822	559.8%
ATT Design Cost			\$ 5,000	\$ 5,000	100.0%
Comcast Design Cost				\$ 4,582	
Utility Costs (FPL, Comcast, AT&T)			\$ 496,307	\$ 423,898	85.4%
FPL - Additional Vista Switches				\$ 54,938	
Street Light Conversion			\$ 19,186	\$ 19,186	100.0%
Construction Engineering (KH)			\$ 248,121	\$ 246,227	99.2%
Total Phase 2 North Construction	3,800,000	5,020,000	\$ 4,831,238	\$ 4,963,409	102.7%
Phase 2 South Construction	-				
Preconstruction			\$ 35,000	88,167	251.9%
Burkhardt Construction			\$ 6,322,275	6,125,191	96.9%
Owner Supplied Materials			\$ 172,321	175,898	102.1%
FPL Design Cost			\$ 13,330	16,900	126.8%
ATT Design Cost			\$ 5,000	\$ 5,000	100.0%
Comcast Design Cost			\$ 5,000	\$ 4,582	91.6%
Utility Costs (FPL, Comcast, AT&T)			\$ 601,448	\$ 601,448	100.0%
Street Light Conversion			\$ 20,000	\$ 19,268	96.3%
Reimburse John Moran				\$ 39,240	
Construction Engineering (KH)	-		\$ 325,280	\$ 303,464	93.3%
Total Phase 2 South Construction	4,435,000	7,424,000	\$ 7,499,654	\$ 7,379,157	98.4%
Easement Acquisition/Abandonment	200,000	219,000			
<i>Kimley Horn Easement Assistance</i>					
Task 1.5 Easement Assistance North			\$ 64,936	\$ 64,935	100.0%
Task 1.5 Easement Assistance South			\$ 77,466	\$ 77,467	100.0%
<i>Surveys</i>					
Task 1.7 Legal Sketch North			\$ 14,020	\$ 14,020	100.0%
Task 1.7 Legal Sketch South			\$ 21,725	\$ 20,689	95.2%
Advertising				\$ 1,101	
Recording Costs			\$ 3,605	\$ 3,359	93.2%
Easement Abandonment			\$ 6,870	\$ 5,994	87.2%
Total Easement Acquisition Costs	200,000	219,000	\$ 188,622	\$ 187,564	99.4%
Total Phase 2 Costs	\$9,170,000	\$13,470,000	\$ 13,326,026	\$ 13,331,536	100.0%

Underground Utility Project Budget
Phase 3 Project Costs
August 31, 2022

	Original OPC	Dec 2019 OPC	Budget	Actual	% Expended
Phase 3 Design					
Kimley Horn					
Task 1.1 Phase 3 North Design	\$ 325,000		\$ 280,189	\$ 280,189	100.0%
Task 1.2 Phase 3 South Design	\$ 535,000		\$ 486,333	\$ 486,323	100.0%
Task 1.3 Permitting Assistance			\$ 13,739	\$ 13,739	100.0%
Task 1.4 Bid Phase Assistance			\$ 36,834	\$ 36,834	100.0%
Task 1.5 Meetings			\$ 77,411	\$ 76,626	99.0%
Total Phase 3 Design	\$ 860,000	\$ 895,000	\$ 894,505	\$ 893,710	99.9%
Construction Costs					
Phase 3 North Construction	\$ 3,700,000	\$ 5,300,000			
Preconstruction			\$ 24,580	\$ 24,580	100.0%
Construction - Burkhardt			\$ 4,100,697	\$ 4,100,697	100.0%
Owner supplied materials			\$ 2,797	\$ 2,797	100.0%
FPL Design Cost			\$ 12,850	\$ 1,350	10.5%
ATT Design Cost			\$ 5,000	\$ 5,000	100.0%
Comcast Design Cost			\$ 3,128	\$ 3,128	100.0%
FPL Construction			\$ 87,101	\$ 87,101	100.0%
Street Light Conversion			\$ 4,249	\$ 7,012	165.0%
Utility Costs (Comcast & ATT)			\$ 409,387	\$ 409,387	100.0%
Construction Engineering (KH)			\$ 236,976	\$ 224,829	94.9%
Daniella Construction - Nightingale/LaPuerta - Townwide portion			\$ 457,222	\$ 457,222	100.0%
FPL Nightingale/LaPuerta - Townwide Portion			\$ 85,796	\$ 85,796	100.0%
Comcast Nightingale/LaPuerta - Townwide Portion			\$ 8,885	\$ 8,885	100.0%
AT&T Nightingale/LaPuerta Townwide Portion			\$ 30,555	\$ 30,555	100.0%
Billing for Arnold Fisher relocate transformer Deanna Davis and Cohlan			\$ (17,647)	(17,647)	100.0%
Total Phase 3 North Construction	\$ 3,700,000	\$ 5,300,000	\$ 5,451,576	\$ 5,430,692	99.6%
Phase 3 South Construction	\$ 6,090,000	\$ 8,875,000			
Preconstruction			\$ 33,400	33,400	100.0%
Construction			\$ 8,029,385	3,913,100	48.7%
Owner supplied Pipe			\$ 118,315	118,315	100.0%
FPL Construction			\$ 562,000	562,905	100.2%
FPL Design Cost			\$ 11,359	15,808	139.2%
FPL - 101 El Brillo			\$ 10,875	10,875	100.0%
J Box Installation			\$ 14,636	14,636	100.0%
ATT Design and Construction Cost			\$ 425,000	5,000	1.2%
Comcast Design and Construction Cost			\$ 195,128	335,723	172.1%
Construction Engineering (KH)			\$ 322,540	216,723	67.2%
Total Phase 3 South Construction	\$ 6,090,000	\$ 8,875,000	\$ 9,722,638	\$ 5,226,485	53.8%
Easement Acquisition/Abandonment	\$ 260,000	\$ 330,000			
<i>Kimley Horn Easement Assistance</i>					
Task 1 Easement Assistance North and South			\$ 273,390	\$ 271,663	99.4%
Easement Amendment			\$ 49,285	\$ 49,198	99.8%
<i>Surveys</i>					
Recording Costs				\$ 5,102	
Easement Abandonment			\$ 8,150	\$ 7,645	
Total Easement Acquisition Costs	\$ 260,000	\$ 330,000	\$ 330,825	\$ 333,609	100.8%
Total Phase 3 Costs	\$ 10,910,000	\$ 15,400,000	\$ 16,399,544	\$ 11,884,496	72.5%

Underground Utility Project Budget
Phase 4 Project Costs
August 31, 2022

	Original OPC	Dec 2019 OPC	Budget	Actual	% Expended
Phase 4 Design					
Kimley Horn					
Task 1.1 Phase 4 North Design	\$ 402,000		\$ 312,317	312,317	100.0%
Task 1.2 Phase 4 South Design	\$ 413,000		\$ 451,284	451,284	100.0%
Task 1.3 Permitting Assistance			\$ 14,468	14,468	100.0%
Task 1.4 Bid Phase Assistance			\$ 37,899	37,899	100.0%
Task 1.6 Meetings			\$ 77,911	77,383	99.3%
Total Phase 4 Design	\$ 815,000	\$ 894,000	\$ 893,879	893,351	99.9%
Construction Costs					
Phase 4 North Construction	4,605,000	6,275,000			
Preconstruction			\$ 22,270	22,270	100.0%
Construction Costs			\$ 5,061,056	4,195,189	82.9%
Owner Supplied Pipe and Vaults				148,998	
FPL BCE			\$ 91,543	91,543	100.0%
FPL Design Cost			\$ 12,757	12,850	100.7%
ATT Design Cost				5,000	
Comcast Design and Construction Cost			\$ 173,151	173,151	
Utility Costs (FPL, Comcast, AT&T)					
Street Light Conversion FPL				4,222	
Construction Engineering (KH)			\$ 324,309	258,614	79.7%
Total Phase 4 North Construction	\$ 4,605,000	\$ 6,275,000	\$ 5,685,086	4,911,836	86.4%
Phase 4 South Construction	4,710,000	7,640,000			
Preconstruction			\$ 34,800	34,800	100.0%
Construction			\$ 8,803,506	1,113,623	12.6%
Construction with Lake Drive Park			\$ 320,311	363,499	113.5%
Owner Supplied Pipes				2,170	
FPL Design Cost			\$ 13,160	1,350	10.3%
ATT Design Cost				5,000	
Comcast Design Cost				3,128	
Kimley Horn - Design services Hibiscus Ave			\$ 12,047	11,940	99.1%
Utility Costs (FPL, Comcast, AT&T)			\$ 1,148,441	1,148,441	100.0%
Construction Engineering (KH)			\$ 333,659	54,369	16.3%
Total Phase 4 South Construction	\$ 4,710,000	\$ 7,640,000	\$ 10,665,924	2,738,319	25.7%
Easement Acquisition/Abandonment	\$ 240,000	\$ 411,000			
<i>Kimley Horn Easement Assistance</i>					
Easement Assistance (KH)			\$ 280,270	280,254	100.0%
Easement Assistance (KH) -- Switches			\$ 67,747	67,231	99.2%
Easement Assistance (KH)			\$ 59,369	43,197	72.8%
<i>Surveys</i>					
Legal Sketch			\$ 38,230	38,092	99.6%
Legal Sketch - Switches			\$ 4,967		
Jones Foster - Legal					
Recording Costs				6,019	
Easement Abandonment					
Total Easement Acquisition Costs	\$ 240,000	\$ 411,000	\$ 450,583	434,793	96.5%
Total Phase 4 Costs	\$ 10,370,000	\$ 15,220,000	\$ 17,695,472	8,978,300	50.7%

Underground Utility Project Budget
Phase 5 Project Costs
August 31, 2022

	Original OPC	Dec 2019 OPC	Budget	Actual	% Expended
Phase 5					
Kimley Horn					
Task 1.1 Phase 5 North Design	\$ 520,000		\$ 454,210	\$ 454,210	100.0%
Task 1.2 Phase 5 South Design	\$ 600,000		\$ 606,951	\$ 606,951	100.0%
Task 1.3 Permitting Assistance North/South			\$ 17,100	\$ 17,100	100.0%
Task 1.4 Bid Phase Assistance North/South			\$ 37,899	\$ 37,899	100.0%
Task 1.6 Meetings North/South			\$ 77,911	\$ 77,905	100.0%
Total Phase 5 Design	\$ 1,120,000	\$ 1,195,000	\$ 1,194,071	\$ 1,194,065	100.0%
Construction Costs					
Phase 5 North Construction	\$ 5,890,000	\$ 8,055,000			
Preconstruction			\$ 59,100	59,100	100.0%
Construction			\$ 6,416,942	1,488,056	23.2%
Construction Manager			\$ 940,702	263,397	28.0%
Utility Costs (FPL, Comcast, AT&T)			\$ 67,157	67,157	100.0%
AT&T Design			\$ 5,000	5,000	100.0%
FPL Design Costs			\$ 16,223	30,330	187.0%
Reimburse Caren and Gary Marder work performed			\$ 6,100	6,100	100.0%
Construction Engineering (KH)			\$ 334,157	95,148	28.5%
Total Phase 5 North Construction	\$ 5,890,000	\$ 8,055,000	\$ 7,845,381	\$ 2,014,288	25.7%
Phase 5 South Construction	\$ 6,750,000	\$ 10,545,000			
Preconstruction			\$ 59,100	59,100	100.0%
Construction			\$ 6,629,361	500,944	7.6%
Infrastructure from Phase 4 south bid - Not part of Grant			\$ 163,350	41,682	25.5%
Construction Manager			\$ 979,098	234,984	24.0%
Utility Costs (FPL, Comcast, AT&T)			\$ 365,720	365,720	100.0%
AT&T Design			\$ 5,000	5,000	100.0%
FPL Design Costs			\$ 19,283	20,633	107.0%
Construction Engineering (KH)			\$ 334,159	56,218	16.8%
Total Phase 5 South Construction	\$ 6,750,000	\$ 10,545,000	\$ 8,555,071	\$ 1,284,281	15.0%
Easement Acquisition/Abandonment	\$ 330,000	\$ 365,000			
<i>Kimley Horn Easement Assistance</i>					
Easement Assistance			\$ 218,600	\$ 218,536	100.0%
Easement Assistance			\$ 81,086	\$ 77,963	96.1%
<i>Surveys</i>					
Legal Sketch			\$ 41,080	\$ 32,130	78.2%
Jones Foster - Legal					
Legal Ads				\$ 327	
Recording Costs				\$ 5,548	
Easement Abandonment				\$ -	
Total Easement Acquisition Costs	\$ 330,000	\$ 365,000	\$ 340,766	\$ 334,504	98.2%
FEMA Grant		\$ (8,465,355)			
Total Phase 5 Costs	\$ 14,090,000	\$ 11,694,645	\$ 17,935,288	\$ 4,827,137	26.9%

Underground Utility Project Budget
Phase 6 Project Costs
August 31, 2022

	OPC	Dec 2019 OPC	Budget	Actual	% Expended
Phase 6 Design					
Kimley Horn					
Task 1.1 Phase 6 North Design	\$ 420,000		\$ 475,019	\$ 475,019	100.0%
Task 1.2 Phase 6 South Design	\$ 940,000		\$ 826,551	\$ 826,551	100.0%
Task 1.3 Permitting Assistance North/South			\$ 17,694	\$ 17,694	100.0%
Task 1.4 Bid Phase Assistance North/South			\$ 35,938	\$ 35,938	100.0%
Task 1.6 Meetings North			\$ 84,791	\$ 84,765	100.0%
Total Phase 6 Design	\$ 1,360,000	\$ 1,440,000	\$ 1,439,993	\$ 1,439,967	100.0%
Utility and Construction Costs					
Phase 6 North Construction	\$ 4,790,000	\$ 6,615,000	\$ 8,117,296		
Preconstruction			\$ 24,270		
Construction					
Approved Change Orders					
FPL Design Cost			\$ 15,868	29,198	184.0%
ATT Design Cost					
Comcast Design Cost					
Utility Costs (FPL, Comcast, AT&T)			\$ 295,632	295,632	100.0%
Construction Engineering (KH)			\$ 395,800		
Total Phase 6 North Construction	\$ 4,790,000	\$ 6,615,000	\$ 8,848,866	\$ 324,830	3.7%
Phase 6 South Construction	\$ 10,270,000	\$ 12,298,000	\$ 8,400,000		
Preconstruction			\$ 24,270	24,270	100.0%
Construction					
Approved Change Orders					
FPL Design Cost			\$ 29,924	29,924	100.0%
ATT Design Cost			\$ 10,000	10,000	100.0%
Comcast Design Cost					
Utility Costs (FPL, Comcast, AT&T)			\$ 754,815	754,815	100.0%
Construction Engineering (KH)			\$ 395,600		
Total Phase 6 South Construction	\$ 10,270,000	\$ 12,298,000	\$ 9,614,609	\$ 819,009	8.5%
Easement Acquisition/Abandonment	\$ 400,000	\$ 447,000			
<i>Kimley Horn Easement Assistance</i>					
Easement Assistance			\$ 351,594	\$ 307,653	87.5%
<i>Surveys</i>					
Legal Sketch			\$ 58,415	\$ 28,730	49.2%
Legal Ads				\$ 113	
Recording Costs				\$ 3,064	
Easement Abandonment				\$ -	
Total Easement Acquisition Costs	\$ 400,000	\$ 447,000	\$ 410,009	\$ 339,560	82.8%
Total Phase 6 Costs	\$ 16,820,000	\$ 20,800,000	\$ 20,313,477	\$ 2,923,366	14.4%

Underground Utility Project Budget
Phase 7 Project Costs
August 31, 2022

	OPC	Dec 2019 OPC	Budget	Actual	% Expended
Phase 7 Design					
Kimley Horn					
Task 1.1 Phase 7 North Design	\$ 450,000		\$ 492,488	\$ 320,117	65.0%
Task 1.2 Phase 7 South Design	\$ 480,000		\$ 630,830	\$ 410,040	65.0%
Task 1.3 Bid Phase Assistance North and South			\$ 35,938		0.0%
Task 1.4 Meetings North and South			\$ 77,616	\$ 55,574	71.6%
Total Phase 7 Design	\$ 930,000	\$ 1,237,000	\$ 1,236,872	\$ 785,730	63.5%
Utility and Construction Costs					
Phase 7 North Construction	\$ 5,140,000	\$ 7,005,000			
Preconstruction					
Construction					
Approved Change Orders					
FPL Design Cost			\$ 15,806	27,165	171.9%
ATT Design Cost					
Comcast Design Cost					
Utility Costs (FPL, Comcast, AT&T)					
Construction Engineering (KH)					
Total Phase 7 North Construction	\$ 5,140,000	\$ 7,005,000	\$ 15,806	\$ 27,165	171.9%
Phase 7 South Construction	\$ 5,380,000	\$ 7,320,000			
Preconstruction					
Construction					
Approved Change Orders					
FPL Design Cost			\$ 19,953	19,953	100.0%
ATT Design Cost					
Comcast Design Cost					
Utility Costs (FPL, Comcast, AT&T)					
Construction Engineering (KH)					
Total Phase 7 South Construction	\$ 5,380,000	\$ 7,320,000	\$ 19,953	\$ 19,953	100.0%
Easement Acquisition/Abandonment	\$ 280,000	\$ 348,000			
<i>Kimley Horn Easement Assistance</i>					
Easement Assistance			\$ 346,459	\$ 280,007	80.8%
Surveys					
Legal Sketch					
Legal Ads				\$ 113	
American Acquisition Group					
Temp Services					
Legal Advertising					
Recording Costs				\$ 1,704	
Total Easement Acquisition Costs	\$ 280,000	\$ 348,000	\$ 346,459	\$ 281,823	81.3%
Total Phase 7 Costs	\$ 11,730,000	\$ 15,910,000	\$ 1,619,090	\$ 1,114,672	68.8%

Underground Utility Project Budget
Phase 8 Project Costs
August 31, 2022

	OPC	Dec 2019 OPC	Budget	Actual	% Expended
Phase 8 Design					
Kimley Horn					
Task 1.1 Phase 8 Design	\$ 1,010,000	\$ 1,151,000	\$ 1,029,017	\$ 308,705	30.0%
Task 1.2 Permitting Assistance			\$ 17,694		0.0%
Task 1.3 Bid Phase Assistance			\$ 14,430		0.0%
Task 1.4 Meetings			\$ 89,778	\$ 346	0.4%
Total Phase 8 Design	\$ 1,010,000	\$ 1,151,000	\$ 1,150,919	\$ 309,051	26.9%
Utility and Construction Costs					
Phase 8 Construction	\$ 10,990,000	\$ 13,107,000			
Preconstruction					
Construction					
Approved Change Orders					
FPL Design Cost			\$ 13,160	13,160	100.0%
ATT Design Cost					
Comcast Design Cost					
Utility Costs (FPL, Comcast, AT&T)					
Construction Engineering (KH)					
Total Phase 8 North Construction	\$ 10,990,000	\$ 13,107,000	\$ 13,160	\$ 13,160	100.0%
Easement Acquisition/Abandonment	\$ 300,000	\$ 242,000			
<i>Kimley Horn Easement Assistance</i>					
Easement Assistance			\$ 227,724	\$ 167,073	73.4%
Surveys					
Legal Sketch					
Legal Ads				\$ 56	
American Acquisition Group					
Kimley Horn Grant Assistance BRIC Grant			\$ 49,774		
Temp Services					
Recording Costs				\$ 122	
Total Easement Acquisition Costs	\$ 300,000	\$ 242,000	\$ 277,498	\$ 167,252	60.3%
Total Phase 8 Costs	\$ 12,300,000	\$ 14,500,000	\$ 1,441,577	\$ 489,463	34.0%

Underground Utility Project Budget
Other Project Costs
August 31, 2022

Master Plan	Budget	Actual	% Expended
Task 1.1 - Data Collection & GIS Base Mapping	\$ 88,021	\$ 88,021	100.0%
Task 1.1a Data Collection for Future Communications	\$ 23,511	\$ 23,511	100.0%
Task 1.2 - Conceptual Design and Master Plan	\$ 161,756	\$ 161,756	100.0%
Task 1.3 - Project Sequencing and Phasing	\$ 31,244	\$ 31,244	100.0%
Task 1.4 - Assessment of Traffic Impacts	\$ 77,660	\$ 77,660	100.0%
Task 1.5 - Project Delivery Methods	\$ 17,448	\$ 17,448	100.0%
Task 1.6 - Master Plan Document	\$ 45,053	\$ 45,053	100.0%
Task 1.7 - Meetings Master Planning Phase	\$ 113,135	\$ 113,123	100.0%
Task 1.8 - Master Plan Second Half	\$ 40,067	\$ 40,067	100.0%
Subtotal Master Planning	\$ 597,895	\$ 597,883	100.0%
Comcast Preplanning - Master Plan	\$ 12,015	\$ 12,015	100.0%
Assessment Costs, Fees and Discounts	\$ 786,560	\$ 786,560	100.0%
Project Manager -Pay and benefits	\$ 559,547	\$ 613,040	109.6%
Temp Services - Easement Acquisition	\$ 150,000	\$ 99,534	66.4%
Other Miscellaneous Expenses		\$ 23,348	
General Easement Assistance	\$ 24,976	\$ 24,838	99.4%
Community Outreach	\$ 282,519	\$ 225,256	79.7%
Peer Review Study - Patterson & Dewar (\$50,000 Offsetting Revenue)	\$ 100,000	\$ 100,000	100.0%
Total Other Project Costs	\$ 2,513,512	\$ 2,482,474	98.8%

Debt Service and Related Debt Issuance Costs

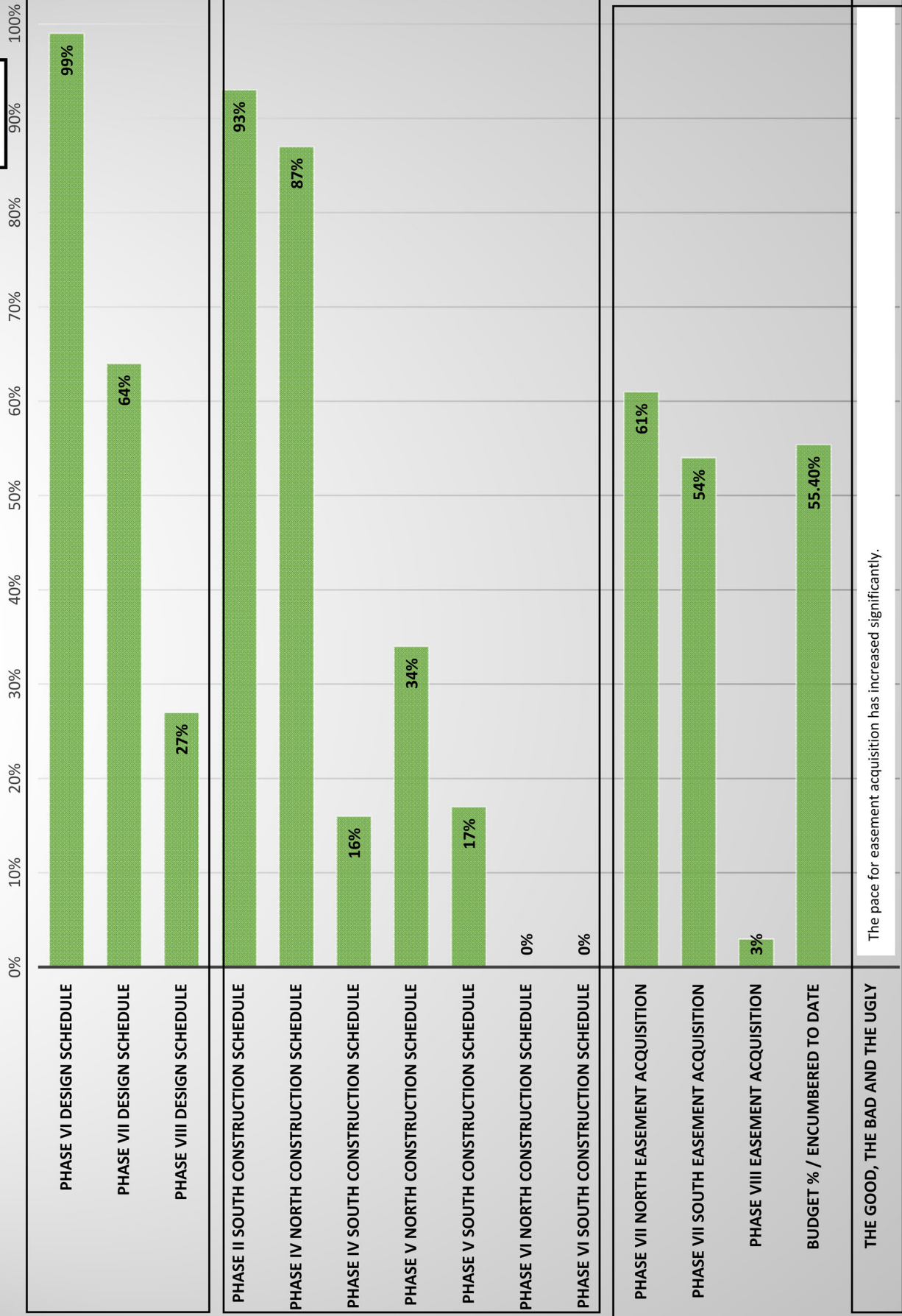
	Budget	Actual	% Expended
Commercial Paper Issuance Cost	\$ 260,116	\$ 260,116	100.0%
Commercial Paper Interest	\$ 243,096	\$ 243,096	100.0%
Arbitrage Rebate Calculation	\$ 2,500	\$ 1,400	56.0%
Debt Service Fees	\$ 2,000	\$ -	0.0%
GO Bond Closing Costs 2018	\$ 488,271	\$ 487,471	99.8%
GO Bond Closing Costs 2021	\$ 202,169	\$ 202,380	100.1%
GO Bond Debt Service	\$ 13,345,005	\$ 13,165,364	98.7%
Total Debt Service and Related Debt Issuance Costs	\$ 14,543,157	\$ 14,359,826	98.7%

Related Costs Outside of the Underground Project Budget

	Budget	Actual	% Expended
Costs paid from (307) Fund CIP			
Underground City of Lake Worth Section			
Project Design	\$ 25,231	\$ 24,430	96.8%
Project Construction	\$ 351,081	\$ 346,124	98.6%
Project Construction Engineering	\$ 11,607	\$ 12,849	110.7%
Utility Cost (FPL, Comcast, AT&T)	\$ 134,333	\$ 127,531	94.9%
Project Meeting Attendance	\$ 3,334	\$ 2,914	87.4%
Total Lake Worth Section	\$ 525,586	\$ 513,847	97.8%
Ibis Way PGD Improvements	\$ 14,583	\$ 14,583	100.0%
Crosswalk Spare Conduits	\$ 26,148	\$ 13,335	51.0%
General Fund Costs			
Goldmacher v TPB Legal and Other Costs		\$ 183,701	
Kosberg v TPB Legal and Other Costs		\$ 615,602	
PBT Real Estate v TPB		\$ 197,178	
Gardner, Bist Bowden, Bush (Shef Wright)		\$ 24,799	
Telecommunications Consultant	\$ 89,000	\$ 83,210	93.5%
Peter Brandt (Contract Negotiations)	\$ 35,000	\$ 23,735	67.8%
Total Related Costs Outside of the Budget	\$ 690,317	\$ 1,669,991	241.9%

Town of Palm Beach - Underground Utility Project Dashboard - August 2022

Status Legend	
Green - On Task	Yellow - On Task
Red - Not on Task	Grey - Not on Task
Complete - Not Shown	



TOWN OF PALM BEACH

Town Council Meeting on: September 13, 2022

Section of Agenda

Regular Agenda - Old Business

Agenda Title

Evaluation of Alternatives to Relocate Garbage and Recycling Pickup at Lake Drive Park - Update

Presenter

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

ATTACHMENTS:

- ▣ **Memorandum Dated August 29, 2022, from H. Paul Brazil, P.E., Director of Public Works**
- ▣ **CMA Analysis Memorandum**
- ▣ **Green Space Comparison**

TOWN OF PALM BEACH

Information for Town Council Meeting on: September 13, 2022

TO: Mayor and Town Council

VIA: Kirk W. Blouin, Town Manager

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

RE: Evaluation of Alternatives to Relocate Garbage and Recycling Pickup at Lake Drive Park
- Update

DATE: August 29, 2022

STAFF RECOMMENDATION

Town staff is providing an update on this subject and requests direction from the Town Council concerning the implementation of a temporary solution on a trial basis as outlined below.

GENERAL INFORMATION

At the July 12, 2022 Town Council meeting, staff presented various alternatives for consideration to achieve the collection of marina garbage in the vicinity of the existing Public Works facility and parking lot. The key discussion items and direction from that meeting are summarized as follows:

- The preferred alternative consists of using a small garbage truck (six (6) cubic yards capacity) on a trial basis, preferably during season to obtain input from neighbors and in particular the residents of 315 S. Lake Drive property.
- In order to minimize impacts in the short term, the temporary trial use will include only one truck and garbage/recycling will be consolidated.
- No permanent hardscape will be installed yet, and removal of existing vegetation would be kept to the minimum necessary along with temporary surface (gravel/stone) for the garbage truck to park in the southwest portion of the site.
- Golf carts collecting the garbage will use the Lake Trail to travel into the rear of the PW parking lot using the existing gate near Palm Way dock, with a temporary surface installed there also (gravel/stone) in lieu of the existing turf ramp.
- A minimum fire lane with 20-foot width would need to be preserved through the PW parking lot.
- A summary of net greenspace changes was requested along with calculations to correspond to the impact of those new changes. More detail on this is provided below.
- The existing solid waste area would be maintained to the maximum extent possible, to avoid losing marina storage space under that canopy (golf cart storage, etc).
- Replacement of the existing green canopy with a new structure to support a tile roof would be investigated.
- Any permanent future changes in hardscape or landscape would need to be reviewed and approved via the Landmarks Preservation Commission (LPC) process.

Staff has worked with Chen Moore and Associates to refine the proposed alternatives to address the above items. A graphic showing the proposed layout will be presented and is attached. Since there are temporary and permanent scenarios involved, they are summarized separately below.

Temporary (Trial) Alternative:

The short-term costs to perform this on a trial basis would include the rental of a 6CY garbage truck estimated at \$5,500/month, fuel and maintenance for the truck at \$300/month, and pickup/delivery fee to drop off and pick up the rental truck estimated at \$2,000. On an annual basis these costs would be about \$72K for the rental truck. Labor cost for the equipment operator to drive the truck would need to be included also. Purchase of a garbage truck would cost \$121,000 currently and with 10-year useful life would have a monthly cost of \$1,812 for depreciation, fuel and maintenance.

Costs to clear/grub the existing vegetation, install gravel/stone base material for temporary ramp and truck parking space would be approximately \$25K. Total estimated cost for the trial alternative is about \$97K (\$72K for rental truck plus the \$25K for site work to implement it) plus labor costs.

The temporary alternative would not provide any hardscape revisions, so the greenspace calculations associated with it are not applicable. Those are addressed for the permanent alternative below, since it would involve hardscape/landscape revisions.

Proposed Permanent Alternative(s):

Pending successful completion of the trial period, and if permanent changes are implemented, the hardscape revisions to be made are estimated as follows:

Garbage truck parking pad *	=	305 SF added
Paved ramp from Lake Trail to PW gate (6'wide)	=	127 SF added
Total hardscape impervious area	=	432 SF added
Hardscape removed (compactor driveway)	=	232 SF removed
Net hardscape added	=	200 SF net

*(assumes single truck only with 9'x21' dimensions)

Staff has reviewed the calculations provided by the consultant during the design of the Lake Drive Park improvements, and that results in a net gain of 317 SF. A copy of that calculation is attached for reference. The final net hardscape change based on the above assumptions would be a small gain of 117 SF, and allow for the existing concrete slab and covered area to remain for marina golf cart storage, etc. This assumes that only one garbage truck parking space is provided. The calculations to provide the double parking spaces for two trucks would require demolition of the entire slab and canopy area at the existing compactor area. This is shown in the Chen-Moore report as Exhibit EX-2.

Permanent hardscape would be added for the pavement addition for truck parking, connector ramp from Lake Trail to the parking lot, and hardscape would be subtracted for removal of the existing compactor driveway (for 208SF green space recovery). Cost for that demolition and replacement with landscaping would be \$20K. Costs for new pavement and ramp would be \$30K. Design fees for permanent revisions would be about \$15K.

The costs to remove the existing canopy and frame to provide a new tile roof supported on a new structure were also requested and that would be \$150K, and an additional design fee of \$30K would be required to include LPC application and review process. The existing concrete slab appears to be adequate to also support a small 6CY garbage truck if having that resource located in the new structure was an option that might be considered.

The total estimated cost of the possible improvements if the permanent revisions are made would be approximately \$245K, plus the labor costs and garbage truck purchase as previously noted.

FUNDING/FISCAL IMPACT

The funding impacts associated with this item would be further evaluated once the trial period has been completed, and any desired adjustments made to this work. Estimated costs for the temporary trial period are \$97K (excluding labor costs), and the estimated costs for the proposed permanent work are \$245K (excluding labor costs and truck purchase cost).

PURCHASING REVIEW

This item has been reviewed by the Purchasing Manager for concurrence.

Attachments

cc: Carolyn Stone, Assistant Town Manager
Eric Brown, P.E., Assistant Director Public Works
Chester Purves, Services Division Manager
Paul Colby, Facilities Maintenance Division Manager



Lake Drive Park – Refuse Handling Analysis Memorandum

Date: September 1, 2022
Re: Town of Palm Beach
Pump Station Site Refuse Layout
CMA Project No. : 22-431.00042

Background

The purpose of this memorandum is to document an evaluation of alternatives to manage refuse handling and collection services for the marina located in Lake Drive Park. Currently, a trash compactor and several recycling bins are located on the west side of S Lake Drive within a fenced in area that is accessed either from a streetside driveway or the Australian Avenue Parking Lot, as shown in **Figure 1**. The current facility is shielded from the weather by a fabric awning. The proposed alternatives include relocating the existing refuse operations to the public works parking lot at the north end of the park or upgrading the existing fabric awning.

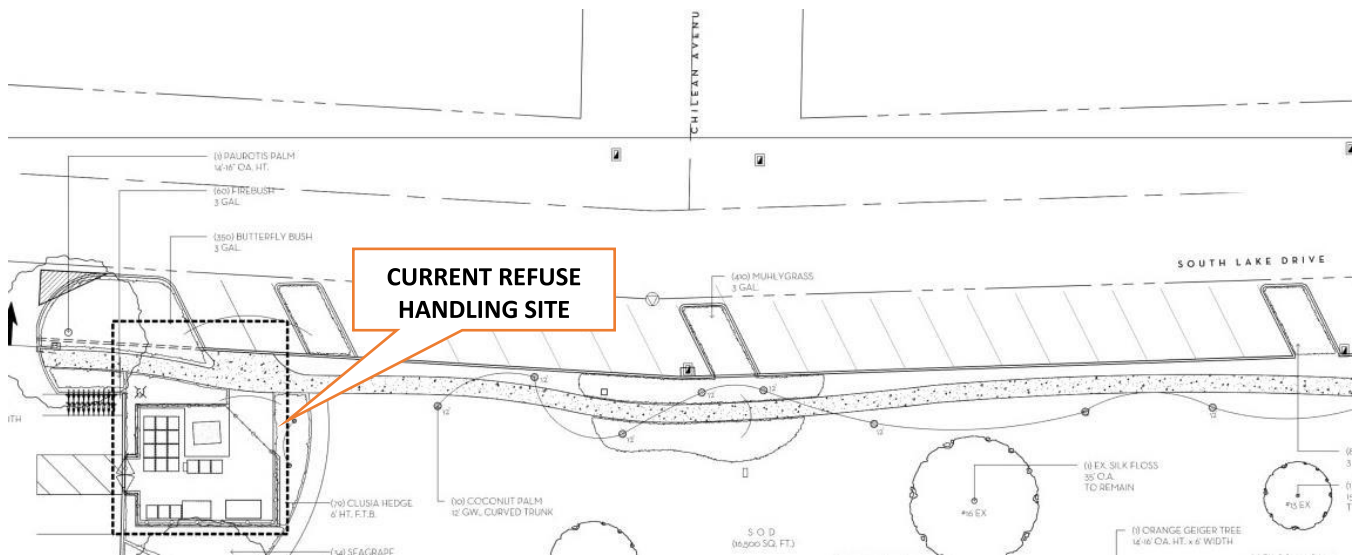


Figure 1 – Site Location Map

Alternatives Analysis

The following alternatives were considered for the handling and management of refuse for Lake Drive Park:

- *Alternative 1A – Create a New Parking Spot for a Single Compactor Truck*
- *Alternative 1B – Create Two New Parking Spots for Compacting Trash and Recycling Trucks*
- *Alternative 2 – Replace the Existing Fabric Awning with a Barrel Tile Roof Replace Existing Compactor with a Compacting Truck*
- *Alternative 3 – Temporary Pilot Program for Single Compactor Truck*

For Alternatives 1A and 1B, the concept is to remove the existing trash compactor and relocate the refuse collection and compaction activities from the existing location to the parking lot of the public works facility at the north end of the park.

For Alternative 1A, a single compactor truck will be parked at the site full time and loaded by marina staff to be transferred off-site when full. Additional asphalt pavement is planned to provide a parking spot for the compactor truck that will not interfere with existing operations. The truck will be accessed by marina staff through a manual gate on a 6-ft wide concrete path connective the Lake Trail to the northwest side of the parking lot. In consideration of the requirement to balance the change in impervious area from the truck parking space and the concrete path, the existing concrete slab where the trash compactor is currently located and the access driveway is proposed to be removed and replaced with pervious landscaping. As shown in **Exhibit 1**, the proposed changes for Alternative 1A result in a net increase of 200 square-feet of impervious area, which is below the current allowable threshold of 317 square feet of additional impervious within Lake Drive Park.

For Alternative 1B, the same configuration is proposed with the exception that a second truck will be staged at the pump station parking lot full time. Because of the configuration of the existing parking lot, this change will increase the proposed pavement amount more significantly and will require a larger portion of the existing refuse handling slab to be removed. As shown in **Exhibit 2**, the proposed changes for Alternative 1B also result in a net increase of 307 square-feet of impervious area, which is below the current allowable threshold of 317 square feet of additional impervious within Lake Drive Park.

For Alternative 2, a construction cost estimate was prepared to replace the existing fabric awning with a facility that included the following features:

- Concrete block columns with stucco (8)
- Footings for concrete columns
- Manufactured wood roof trusses
- Plywood sheathing
- Waterproof barrier
- Perimeter flashing
- Barrel tile roof
- Electrical Allowance

As documented in **Exhibit 4**, the estimated construction cost for the barrel tile roof proposed improvement is \$93,735. In order to accommodate potential contingencies in cost increase, the recommended budgetary allowance is \$150,000.

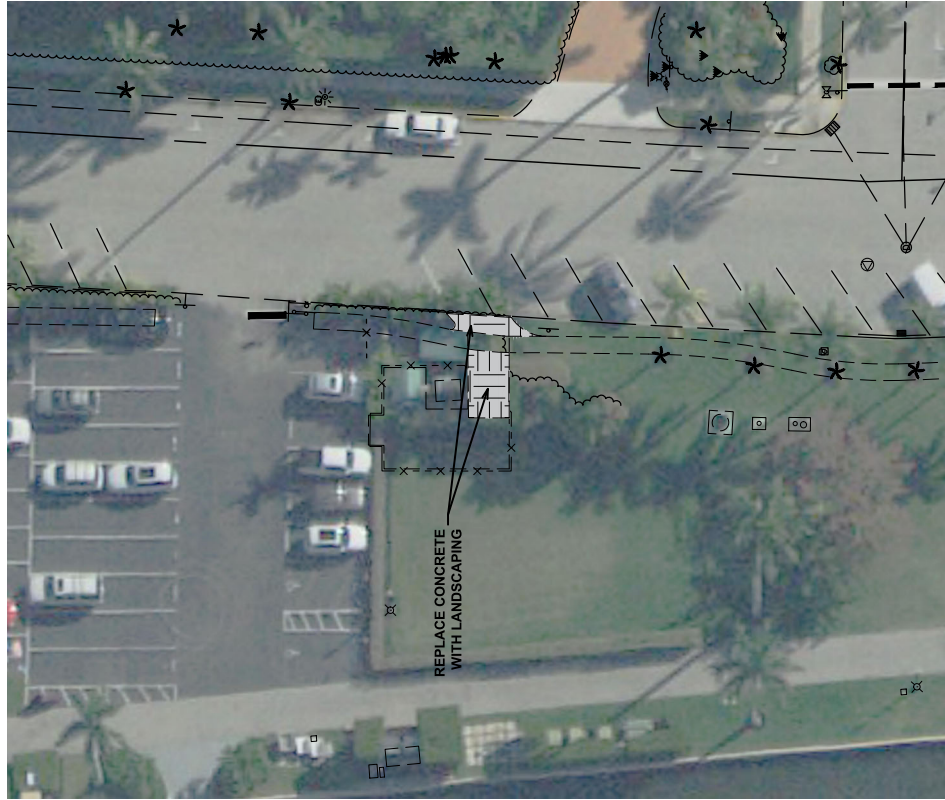
For Alternative 3, a temporary version of Alternative 1A is considered where instead of any permanent paving or impervious surface, rock material is proposed for the access path and the truck parking area. This approach allows for a pilot test of reduced operations at the existing compactor site, and a change in operations to the public works lot adjacent to the pump station. **Exhibit 3** illustrates the proposed configuration.

Recommendations

Based on the analysis performed, CMA recommends Alternative 3 is implemented in the short term to determine if the operations proposed in Alternatives 1A and 1B will meet the needs and preferences of the nearby residents and marina.

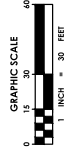
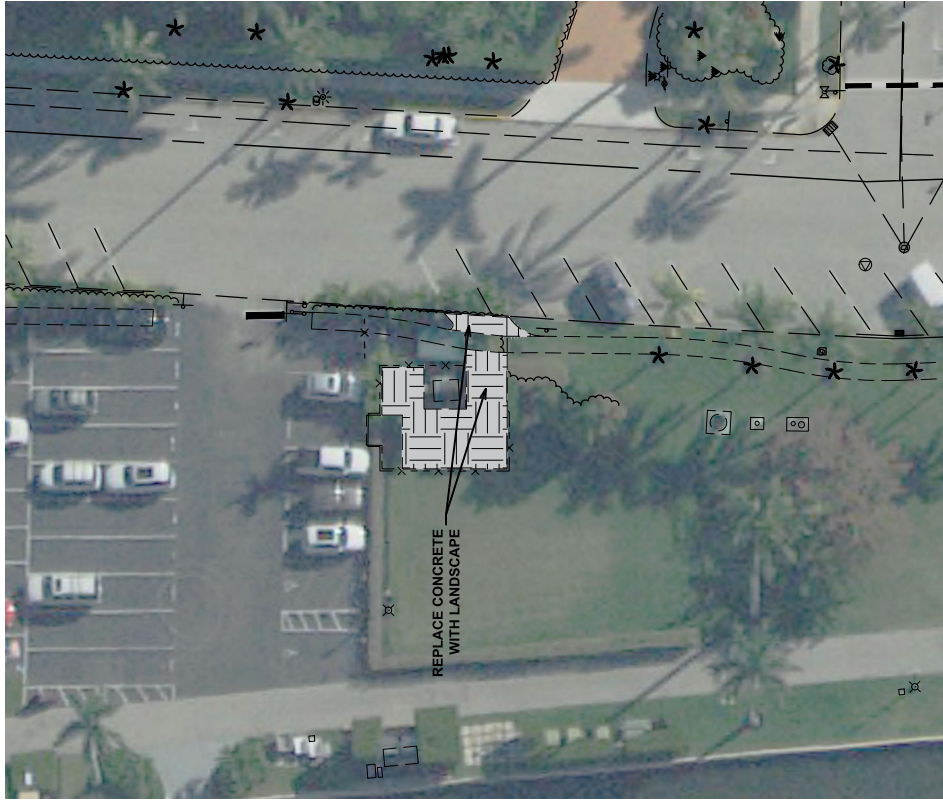


EXHIBITS



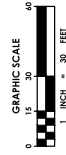
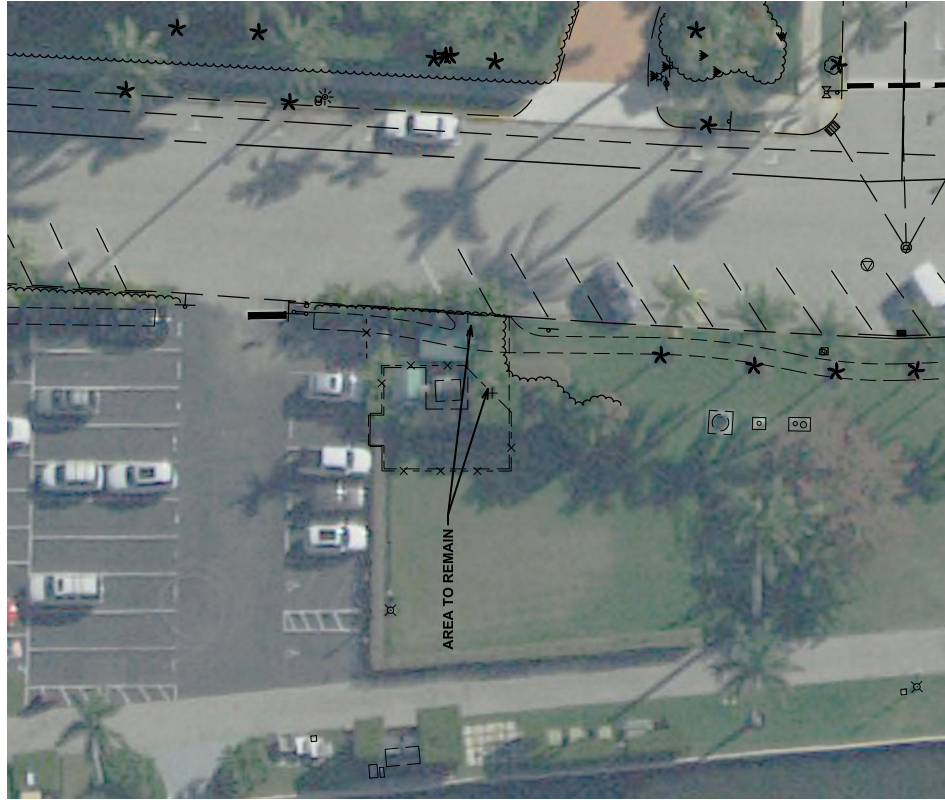
IMPERVIOUS AREA TOTALS			
DESCRIPTION	REMOVED	PROPOSED	NET CHANGE
CONCRETE SLAB (SF)	-232	127	-105
ASPHALT PAVEMENT (SF)	0	305	305
TOTAL	-232	432	200





IMPERVIOUS AREA TOTALS			
DESCRIPTION	REMOVED	PROPOSED	NET CHANGE
CONCRETE SLAB (SF)	-686	127	-559
ASPHALT PAVEMENT (SF)	0	866	866
TOTAL	-686	993	307





IMPERVIOUS AREA TOTALS			
DESCRIPTION	REMOVED	PROPOSED	NET CHANGE
CONCRETE SLAB (SF)	0	0	0
ASPHALT PAVEMENT (SF)	0	0	0
TOTAL	0	0	0





**TOWN OF PALM BEACH MARINA
TRASH COMPACTOR BARREL TILE ROOF
TOWN OF PALM BEACH, FL**

**ORDER OF MAGNITUDE
COST ESTIMATE
August 26, 2022**

**PREPARED FOR:
CHEN MOORE AND ASSOCIATES, INC.**

**PREPARED BY:
CMS-CONSTRUCTION MANAGEMENT SERVICES, INC.
CMS FILE #2392**

MAIN SUMMARY

CMS-CONSTRUCTION MANAGEMENT SERVICES, INC.
1115 HERON BAY BLVD, SUITE 204
CORAL SPRINGS, FL 33076
TELEPHONE (954) 481-1611
CMS FILE #2392

**TOWN OF PALM BEACH MARINA
TRASH COMPACTOR BARREL TILE ROOF
TOWN OF PALM BEACH, FL**

**ORDER OF MAGNITUDE
COST ESTIMATE
August 26, 2022**

**PREPARED FOR:
CHEN MOORE AND ASSOCIATES, INC.**

MAIN SUMMARY

DIVISION	DESCRIPTION	AMOUNT	% of TOTAL
01 00 00	GENERAL CONDITIONS	see break-out below	
02 00 00	EXISTING CONDITIONS / DEMOLITION	\$ 15,304	16.33%
03 00 00	CONCRETE	\$ -	0.00%
04 00 00	MASONRY	\$ -	0.00%
05 00 00	METALS	\$ -	0.00%
06 00 00	WOOD AND PLASTICS	\$ -	0.00%
07 00 00	THERMAL / MOISTURE PROTECTION	\$ -	0.00%
08 00 00	DOORS AND WINDOWS	\$ -	0.00%
09 00 00	FINISHES	\$ -	0.00%
10 00 00	SPECIALTIES / SIGNAGE	\$ -	0.00%
11 00 00	EQUIPMENT	\$ -	0.00%
12 00 00	FURNISHINGS	\$ -	0.00%
13 00 00	SPECIAL CONSTRUCTION	\$ 44,196	47.15%
14 00 00	CONVEYING SYSTEMS	\$ -	0.00%
21 00 00	FIRE	\$ -	0.00%
22 00 00	PLUMBING	\$ -	0.00%
23 00 00	HVAC	\$ -	0.00%
26 00 00	ELECTRICAL	\$ -	0.00%
27 00 00	TECHNOLOGY	\$ -	0.00%
28 00 00	ELECTRONIC SAFETY & SECURITY	\$ -	0.00%
31 00 00	SITE WORK, EARTHWORK, ASPHALT PAVING, SIDE WALKS	\$ -	0.00%
32 00 00	EXTERIOR IMPROVEMENTS	\$ -	0.00%
33 00 00	SITE UTILITIES	\$ -	0.00%
	SUBTOTAL: DIRECT/HARD COSTS	\$ 59,500	63.48%
15.00%	GENERAL CONDITIONS	\$ 8,925	9.52%
	SUBTOTAL	\$ 68,425	73.00%
5.00%	CONTRACTOR OVERHEAD	\$ 3,421	3.65%
	SUBTOTAL	\$ 71,846	76.65%
10.00%	CONTRACTOR PROFIT	\$ 7,185	7.66%
	SUBTOTAL	\$ 79,031	84.31%
1.29%	P&P BOND	\$ 1,019	1.09%
	SUBTOTAL	\$ 80,050	85.40%
20.00%	CONTINGENCY	\$ 13,685	14.60%
	SUBTOTAL	\$ 93,735	100.00%
	TOTAL PROBABLE CONSTRUCTION COST	\$ 93,735	100.00%

COST ESTIMATE

CMS-CONSTRUCTION MANAGEMENT SERVICES, INC.
 1115 HERON BAY BLVD, SUITE 204
 CORAL SPRINGS, FL 33076
 TELEPHONE (954) 481-1611
 CMS FILE #2392

TOWN OF PALM BEACH MARINA
 TRASH COMPACTOR BARREL TILE ROOF
 TOWN OF PALM BEACH, FL

ORDER OF MAGNITUDE
 COST ESTIMATE
 August 26, 2022

PREPARED FOR:
 CHEN MOORE AND ASSOCIATES, INC.

TRASH COMPACTOR BARREL TILE ROOF

DIVISION	#	DESCRIPTION	QUANTITY	UNIT	\$/UNIT	AMOUNT
01	01 00 00	GENERAL CONDITIONS				\$ -
		GENERAL CONDITIONS				SEE BELOW
02	02 00 00	EXISTING CONDITIONS /DEMOLITION				\$ 15,303.75
		MOBILIZATION	1.00	LS	\$ 5,000.00	\$ 5,000.00
		MOT (INCLUDES PEDESTRIAN AND VEHICULAR)	1.00	LS	\$ 2,500.00	\$ 2,500.00
		TEMP. FENCE	270.00	LF	\$ 5.45	\$ 1,471.50
		EROSION/SEDIMENTATION CONTROL				
		SILT FENCE	270.00	LF	\$ 1.80	\$ 486.00
		FS - FILTER SACK INLET/CATCH BASIN PROTECTION	2.00	EA	\$ 73.13	\$ 146.25
		STRUCTURE DEMOLITION				
		REMOVE EXISTING AWNING STRUCTURE (EXISTING SLAB ON GRADE TO REMAIN)	1.00	LS	\$ 4,160.00	\$ 4,160.00
		CONCRETE CUTTING	1.00	MIN	\$ 1,540.00	\$ 1,540.00
03	03 00 00	CONCRETE				\$ -
04	04 0 00	MASONRY				\$ -
05	05 00 00	METALS				\$ -
06	06 00 00	WOOD & PLASTICS				\$ -
07	07 00 00	THERMAL & MOISTURE PROTECTION				\$ -
08	08 00 00	OPENINGS (DOORS & WINDOWS)				\$ -
09	09 00 00	FINISHES				\$ -
10	10 00 00	SPECIALTIES & SIGNAGE				\$ -
11	11000	EQUIPMENT				\$ -
12	12 00 00	FURNISHINGS				\$ -
13	13 00 00	SPECIAL CONSTRUCTION				\$ 44,196.05
		FOOTINGS	5.33	CY	\$ 850.00	\$ 4,533.33
		COLUMNS CMU W/ STUCCO	8.00	CY	\$ 850.00	\$ 6,800.00
		STUCCO AT COLUMNS	514.56	SF	\$ 5.50	\$ 2,830.08

TRASH COMPACTOR BARREL TILE ROOF						
DIVISION	#	DESCRIPTION	QUANTITY	UNIT	\$/UNIT	AMOUNT
		PAINT AT COLUMNS	514.56	SF	\$ 1.74	\$ 895.33
		WOOD ROOF TRUSS (INCL 20%)	660.00	SF	\$ 7.85	\$ 5,181.00
		PLYWOOD SHEATHING	660.00	SF	\$ 1.93	\$ 1,273.80
		WATERPROOF BARRIER	660.00	SF	\$ 1.50	\$ 990.00
		PERIMETER FLASHING	110.00	LF	\$ 34.00	\$ 3,740.00
		OTHER FLASHING	110.00	LF	\$ 8.25	\$ 907.50
		BARREL TILE ROOF	660.00	SQ	\$ 18.25	\$ 12,045.00
		ELECTRICAL ALLOWANCE	1.00	LS	\$ 5,000.00	\$ 5,000.00
14	14 00 00	CONVEYING SYSTEMS				\$ -
21	21 00 00	FIRE				\$ -
22	22 00 000	PLUMBING				\$ -
23	23 00 00	HVAC				\$ -
26	26 00 000	ELECTRICAL				\$ -
27	27 00 00	TECHNOLOGY				\$ -
28	28 00 00	ELECTRONIC SAFETY & SECURITY				\$ -
31	31 00 00	EARTHWORK				\$ -
32	32 00 00	SITE EXTERIOR IMPROVEMENTS				\$ -
33	33 00 00	SITE UTILITIES				\$ -
		SUBTOTAL: DIRECT/HARD COSTS				\$ 59,499.80
	15%	GENERAL CONDITIONS				\$ 8,924.97
		SUBTOTAL				\$ 68,424.77
	5%	CONTRACTOR OVERHEAD				\$ 3,421.24
		SUBTOTAL				\$ 71,846.01
	10.00%	CONTRACTOR PROFIT				\$ 7,184.60
		SUBTOTAL				\$ 79,030.61
	1.29%	P & P BONDS				\$ 1,019.49
		SUBTOTAL				\$ 80,050.10
	20%	CONTINGENCY				\$ 13,684.95
		TOTAL PROBABLE CONSTRUCTION COST				\$ 93,735.05

QUALIFICATIONS

CMS-CONSTRUCTION MANAGEMENT SERVICES, INC.
1115 HERON BAY BLVD, SUITE 204
CORAL SPRINGS, FL 33076
TELEPHONE (954) 481-1611
CMS FILE #2392

TOWN OF PALM BEACH MARINA
TRASH COMPACTOR BARREL TILE ROOF
TOWN OF PALM BEACH, FL

ORDER OF MAGNITUDE
COST ESTIMATE
August 26, 2022

PREPARED FOR:
CHEN MOORE AND ASSOCIATES, INC.

QUALIFICATIONS

1	This estimate assumes an Open Bid process. If CM-At-Risk ADD 15%-20%.
2	This estimate is Order of Magnitude based on e-mail from Chen Moore and Associates dated 8/25/2022.
3	Due to the present volatile nature of the construction market, construction material cost could change substantially prior to construction.
4	Utility Connection and Impact Fees are assumed to be BY OWNER and are NOT INCLUDED.
5	Off-site Storage is NOT INCLUDED.
6	Night Watchman/Security Guard Services are NOT INCLUDED.
7	Unknown Conditions including muck/demucking, rerouting of major utilities (water, sewer, drainage, electrical) are NOT INCLUDED.
8	Asbestos and Lead Paint Abatement/Removal is NOT INCLUDED.
9	Petroleum or contaminate abatement / removal is NOT INCLUDED.
10	Contaminated soil or water, removal or processing is NOT INCLUDED.
11	Assumed electrical, sewer, water & drainage are existing & available for use on this project.
12	20% Contingency is included.

Town of Palm Beach Marina

Project No: 12717.201

Latest revision date: April 29, 2021

Green Space Comparison

Convert To Green Space from Hardscape

Convert to Hardscape from Greenscape

Location & Net Change (sf)	Area (sf)	Description	Area (sf)	Description
Palm Way and S-1				
	333.6	333.6 Palm Way Lake Trail	-83.2	Palm Way Disconnects
			-180.3	Palm Way Path from Dock to Lake Trail
			-115.0	S-1 Switch boxes in park
	-44.92	333.6	-378.5	
Brazilian				
	120.7	Brazilian garbage	-198.4	Brazilian Path from Dock to Lake Trail
	11.3	Brazilian Pump Out	0	Brazilian Stairs (already hardscape) 56.8 sf
	34.1	Brazilian transformers	0	Brazilian Ramp from parking lot to Lake Trail (already hardscape)
	16.4	Brazilian transformers	457	Brazilian parking lot area (positive as it converts hardscape to greenspace)
	8.1	CATV	268.3	Brazilian parking lot area (positive as it converts hardscape to greenspace)
	169.8	Brazilian Path from Dock to Lake Trail	72.7	Brazilian parking lot area (positive as it converts hardscape to greenspace)
		Brazilian circles for trees (already greenspace)	-16.5	Brazilian A/C pads
			-48.6	Brazilian Disconnects
			-112.3	Brazilian transformers
			-21.4	Twin electrical junction boxes on south side of Brazilian parking lot
	782.6	360.4	422.2	
Australian				
	261.9	Australian Path from Dock to Lake Trail	-190.4	Australian Path from Dock to Lake Trail
	42.1	Australian lift station	-455.4	Australian grass area in center west of parking lot
	11	Australian Sewer	-100	Australian grass area in northwest corner of parking lot
	125.6	Australian electrical gear	-161.2	Australian transformers
			-27.4	Australian disconnects
			-26.3	Australian lift station
			-5.5	Australian A/C
	-525.6	440.6	-966.2	
Peruvian				
	203.8	Peruvian Path from Dock to Lake Trail	-153.7	Peruvian Path from Dock to Lake Trail
	77.8	Peruvian Transformers	-132.5	Peruvian transformers
	15.5	Peruvian sewer	-26.3	Peruvian Lift Station
	1.5	CATV	-48.6	Peruvian Disconnects
			54.4	Peruvian southwest of D-6 Elec building
	-8.1	298.6	-306.7	

Bulkhead

90.6 Bulkhead	north of Palm Way
241 Bulkhead	Palm Way to Brazilian
139.5 Bulkhead	Brazilian to D6
136.4 Bulkhead	D-6 to Australian
202.2 Bulkhead	Australian to D7
148.3 Bulkhead	D-7 to Peru
958	958

Net Excluding Paths

1162 sf

Lake Trail length

505.1	Palm Way to D-6
460	D-6 to D-7
193	D-7 to Peruvian
1158.1	ft

Fairfax Sammons Paths through Park

-1457.1	FS Brazilian Path	4' wide path
-782.3	FS Chilean Path	-1201
-538.6	FS Peruvian Path	-678 260 sf
-2778	FS Path	-432
		-2311

50 sf each sitting area (200 sf) - 105 sf for S Lake Drive Parallel Section

Revised Paths through Park

-1108.8	Brazilian path along parking lot	4'
-690.4	Australian Path	-906
-653.5	Peruvian Path	-556
-2453	Option 2	-541
		-2003

556 564 Revised Australian with crossing on north side of

Net Including Paths

-1616 sf	Fairfax Sammons
-1291 sf	Option 2
-1149 sf	Fairfax Sammons with 4' path
-841 sf	Option 2 with 4' path
9 sf	Fairfax Sammons with 4' path & 10' wide Lake Trail
317 sf	Option 2 with 4' path & 10' wide Lake Trail

TOWN OF PALM BEACH

Town Council Meeting on: September 13, 2022

Section of Agenda

Regular Agenda - Old Business

Agenda Title

Phipps Ocean Park Project Update

Carolyn Stone, Assistant Town Manager

a. Status on Project Plans, Grant and Management Agreements

Amanda Skier, President and CEO, Preservation Foundation of Palm Beach

b. Estimated Budget Increases Associated with Invasive Removals

Presenter

ATTACHMENTS:

- ▣ **a. Letter Dated September 1, 2022, from Amanda H. Skier, President & CEO, Preservation Foundation of Palm Beach**
- ▣ **b. Memorandum Dated August 29, 2022, from H. Paul Brazil, P.E., Director of Public Works**



Executive Committee

Mrs. Paul Shiverick, *Chairman*
Mr. Daniel E. Ponton, *Vice-Chairman*
Mr. Thomas C. Quick, *Secretary*
Mr. Jeffrey A. Marcus
Mrs. Pauline B. Pitt
Mr. Charles M. Royce
Mr. Erik T. Waldin
Mrs. Lynne M. Wheat

President & CEO

Amanda H. Skier

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Mrs. David J. Mahoney
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September 1, 2022

Town Council

Town of Palm Beach
Post Office Box 2029
Palm Beach, FL 33480

Dear Mayor Moore, Council President Zeidman, and Town Council Members:

At the Town Council's June meeting, the Preservation Foundation presented an update on the status of its Phipps Ocean Park project. Changes to the masterplan since June of 2021 were outlined along with major naming opportunities key to the success of the \$25 million capital campaign currently underway. As reported, all funds for the project are to be raised by the Foundation, presumably creating the largest cash gift in the Town's history.

A Landscape Maintenance Opinion of Probable Cost was also presented along with a request for the Town to budget for the \$300,000 estimated cost on an annual basis with adjustments for inflation, as necessary. As a final item presented at the meeting, the Foundation identified the presence of invasive species at the park, the challenges they present to the success of the project, and suggested remediation methods. The Foundation requested that the Town provide funding for these deferred maintenance costs in preparation for the project's groundbreaking during the summer of 2023.

Since that time, the Foundation has worked closely with Town Staff on multiple aspects of the project. A pre-application meeting has been held and the first round of project submittals received and reviewed by all departments. The project is on track to be heard at the November meeting of the LPC and the Town Council meeting in December. The Foundation has also been working closely with Assistant Town Manager Carolyn Stone on the development of a Capital Grant Agreement and a Management Agreement.

At this juncture, further input from Town Council is required. The first item requested for discussion pertains to the main points of the Capital Grant Agreement. Specifically, the length of naming opportunities and the disbursement of the grant funds. The Foundation has been following precedent set by the Par 3 Clubhouse and Bradley Park projects, which set no limitation on naming opportunities. However, the Foundation is aware of the conversation pertaining to naming rights at the August meeting and needs clarification on parameters for naming rights at Phipps Ocean Park.

Town Staff has also brought to our attention that initial funding of up to 2% of the project total is currently required to move forward with securing the project's Construction Manager at Risk (CMAR). Ideally, the Foundation would prefer to have the Capital Grant Agreement executed prior to disbursing the funds. An initial donation can be made now if more time is needed to review the Agreement, as long as safeguards for the Foundation are established.

The Foundation respectfully requests Town Council's input on the Capital Grant Agreement and clear direction on the length of naming opportunities at its September meeting. Further direction on funds for the CMAR is also requested.

Sincerely,

A handwritten signature in black ink, appearing to read "Amanda".

Amanda H. Skier
President & CEO

TOWN OF PALM BEACH

Information for Town Council Meeting on: September 13, 2022

TO: Mayor and Town Council

VIA: Kirk W. Blouin, Town Manager

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

RE: Estimated Budget Increases Associated with Invasive Removals (Phipps Ocean Park Project)

DATE: August 29, 2022

STAFF RECOMMENDATION

Town staff recommends that Town Council review the summary provided below regarding the increased costs associated with the removal of invasive species within Phipps Ocean Park.

GENERAL INFORMATION

A presentation of the updated master plan for the Phipps Ocean Park project was made by the Preservation Foundation and their consultant, Raymond Jungles Inc., at the June 14, 2022, Town Council meeting. Based on the Town Council's approval of the concept, the design development phase of the project will commence. One of the suggestions made at the meeting was to consider removing invasive species in advance of the project construction. Staff has been tasked with providing preliminary cost estimates for the invasive species removal for consideration during the budget workshop for potential inclusion in the FY23 budget. This removal effort is comprised of animal control (invasive iguanas) and plant control (invasives such as vitex, Brazilian pepper, portia tree, and beach naupaka). Staff met with existing vendors to review the site conditions and to obtain input regarding scope of work, estimated costs, and the suggested approach. A summary of that input is provided below.

Invasive animal control will address the removal of green iguanas at Phipps Ocean Park and has commenced with an existing vendor already under contract. Since this type of animal control is an ongoing effort, staff recommends this work continue during FY23 until the project construction begins. The estimated cost for the continued iguana removal is approximately \$22,000 per year and would require an increase to the FY23 budget in the Contracted Services line item for the Parks Department (551 Program). Subsequent to the completion of the new Park Improvements Project, it is recommended that this removal effort continue as an ongoing maintenance requirement and will be included in the future maintenance budget. During the removal process there will be a need to close the park which will affect the park/tennis/beach patrons' access; this will be kept to the shortest time possible to accomplish the removal activities.

Invasive plant control will address the removal of invasive species in the vicinity of the dune area and replanting with sea oats or similar material for temporary stabilization. Limited removal of invasive species along the west side of South Ocean Boulevard will also be performed (along the bulkhead and mean-high-water edge adjacent to the mangroves) since the opportunity exists to remove those invasives before they become more widespread.

Staff met with four (4) vendors familiar with removal of invasive plants and performed a site visit with them. Preliminary cost estimates have been obtained ranging from \$70,000 to \$199,000. Based on the use of “piggy-back” contracts, it may be possible to award this task without further advertisement and competitive bidding. Since the exact extent and quantity of plant removal to be done is not easily defined, the task will be undertaken on an hourly basis for labor and equipment.

The low end of the range includes a more widespread use of herbicides throughout both the beach/dune and mangrove areas. To be consistent with current Town Code, Town staff recommends the work to be budgeted at the higher end of the range. This work can be performed either without the use of herbicides or with only a targeted use of herbicides to specifically avoid mangrove impacts based on the proximity of some invasives to mangroves.

Including contingency, staff recommends that a budget of \$229,000 be established for this initial plant removal work and would require an increase to the FY23 budget in the Dune Vegetation Maintenance line item for Coastal Management (309 Program) of \$300,000 that includes a second removal effort and replanting sea oats on the beach/dune to replace the removed invasives. [Note: the invasive removal and sea oats planting was previously performed at Mid-Town Beach only.] The initial effort will occur in October/November time frame and be coordinated with turtle nesting season to avoid any conflicts. A second removal effort in the Spring of 2023 is recommended to remove any plants that have regrown since the initial effort. The second effort assumes a removal volume on the order of ten percent (10%) of the first effort with a ten percent (10%) contingency. An annual maintenance budget for invasive removal in the dune and in the mangroves will need to be established similarly to Mid-Town.

During consultation, the use of safe and effective herbicides to control re-growth may be prudent if mechanical removal is not efficient or practical. An example of this would be the cutting down of portia trees (*Thespesia*) along the mangrove edge, and then applying a systemic herbicide locally to the remaining stump. Otherwise, removal of those plants by mechanical means would damage the existing mangroves and result in additional costs due to required mitigation. Staff will review the details of proposed products and ensure that they are not harmful to other plants to remain. As noted above for the iguana control during the invasive plant removal process, there will be a need to close portions of the park where the work is occurring which may affect the park/tennis/beach patrons' access, this will be kept to the shortest time possible to accomplish the removal activities.

FUNDING/FISCAL IMPACT

The funding impacts associated with this item will be funded from contingency in FY22 for the iguana removal, and invasive plant removal will be funded from FY23 contingency once the final bid amount is known.

PURCHASING REVIEW

This item has been reviewed by the Procurement and Contract Manager for concurrence.

cc: Carolyn Stone, Assistant Town Manager
Eric Brown, P.E., Assistant Public Works Director
Dean Mealy, Procurement and Contract Manager
Robert Weber, Coastal Program Manager
Paul Colby, Facilities Maintenance Division Manager

TOWN OF PALM BEACH

Town Council Meeting on: September 13, 2022

Section of Agenda

Regular Agenda - New Business

Agenda Title

Proposed 2023 Town Council Meeting Schedule

Presenter

Kirk Blouin, Town Manager

ATTACHMENTS:

- ▣ **Memorandum Dated September 1, 2022, from Kirk Blouin, Town Manager**
- ▣ **E-mail Dated September 2, 2022, from Myra Gold, Synagogue Administrator, Palm Beach Synagogue**

TOWN OF PALM BEACH

Information for Town Council Meeting on: September 13, 2022

To: Mayor and Town Council

From: Kirk W. Blouin, Town Manager

Re: Adoption of the 2023 Town Council Meeting Schedule

Date: September 1, 2022

STAFF RECOMMENDATION

Staff recommends the Town Council adopt the proposed 2023 meeting schedule below, along with any other modifications that may be acceptable to the majority.

GENERAL INFORMATION

Staff requests Town Council approve the following 2023 Town Council meeting schedule below:

January 10 and 11	July 11, 12 and 13 (Budget workshop)
February 14 and 15	August 8 and 9
March 7 and 8 ⁽¹⁾ March 14 and 15 (if no municipal election)	September 12 ⁽³⁾ , 13 and 21 ⁽⁴⁾
April 3 and 4 ⁽²⁾	October 10 and 11
May 9 and 10	November 14 and 15
June 13 and 14	December 12 and 13

- (1) Staff recommends scheduling the March Town Council meetings on Tuesday, March 7, 2023 and Wednesday, March 8, 2023 due to the Town's general election occurring on Tuesday, March 14, 2023 from 7:00 a.m. to 7:00 p.m. The swearing-in of newly elected official(s) and adoption of the certified election results will take place at the regular Town Council meeting immediately following the Town election.
- (2) Staff recommends scheduling the April Town Council meetings on Monday, April 3 and Tuesday, April 4, 2023, due to Passover beginning at sundown on Wednesday, April 5 until April 13, 2023; Friday, April 7, 2023 is Good Friday; and Sunday, April 9, 2023 is Easter Sunday.
- (3) The first public hearing for the budget will follow the regular meeting at 5:01 p.m.
- (4) The second public hearing for the budget will be held at 5:01 p.m.

The six (6) Jewish holidays listed below are dates that should be avoided when scheduling public meetings.

Purim	Monday, March 6 and Tuesday, March 7, 2023
Passover	Wednesday, April 5 (sundown) to Thursday, April 13, 2023
Shavuot	Thursday, May 25 to Friday, May 26, 2023
Rosh Hashanah	Friday, September 15, 2023
Yom Kippur	Monday, September 25, 2023
Sukkot	Friday, September 29, 2023

Board/Commission liaisons should work to reschedule any meetings that conflicts with the above noted holidays.

KWB:JS:pgg

cc: Department Directors
John C. Randolph, Town Attorney

Pat Gayle-Gordon

From: Palm Beach Synagogue <office@palmbeachsynagogue.com>
Sent: Friday, September 2, 2022 4:30 PM
To: Pat Gayle-Gordon
Subject: Jewish Holidays`

*****Note: This email was sent from a source external to the Town of Palm Beach. Links or attachments should not be accessed unless expected from a trusted source. Additionally, all requests for information or changes to Town records should be verified for authenticity.*****

For the April meeting dates, Passover starts sundown on the 5th of April, so I suggest that you have the meeting on April 4-5, ending at 6 PM on the 5th.

Best,
Myra

--

Myra Gold
Synagogue Administrator

Palm Beach Synagogue

120 North County Road, Palm Beach, FL 33480
561-838-9002 ext. 4
fax# 561-838-5356
office@palmbeachsynagogue.org
www.palmbeachsynagogue.org

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TOWN OF PALM BEACH

Town Council Meeting on: September 13, 2022

Section of Agenda

Regular Agenda - New Business

Agenda Title

Short-Term and Long-Term Planning for Sargassum Removal from Beaches

TIME CERTAIN: 2:00 PM

Time Certain

2:00 PM

Presenter

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

ATTACHMENTS:

- ▣ **Memorandum Dated August 31, 2022, from H. Paul Brazil, P.E.,
Director of Public Works**
- ▣ **Lake Worth Inlet Map**

TOWN OF PALM BEACH

Information for Town Council Meeting on: September 13, 2022

TO: Mayor and Town Council

VIA: Kirk W. Blouin, Town Manager

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

RE: Short-Term and Long-Term Planning for Sargassum Removal from Beaches

DATE: August 31, 2022

STAFF RECOMMENDATION

Town staff recommends Town Council authorize the Town Manager to approve a contract for short-term removal of sargassum from the north end of the Town and to provide direction for long-term plans for future sargassum impacts on the Town's shoreline.

GENERAL INFORMATION

Sargassum, more commonly referred to as seaweed, has been washing in on the Town's shoreline with more frequency and higher volumes for several years. Likely due to several factors, such as continued pollution of the oceans and climate change, scientists and researchers have determined that the seaweed blooming trends will continue to rise. What used to be an infrequent issue has now become a persistent problem that occurs annually, especially at the north end of the Town from Angler Avenue to the inlet jetty. Earlier this month, Town staff reviewed the shoreline conditions south of each of the four inlets in Palm Beach County. The volume of seaweed was consistent in each of these areas.

For several months, the seaweed has been piling up throughout the limits of the Town. Since 2019, the Town has contracted with a mechanical beach cleaner to rake and bury seaweed within the public beaches at Mid-Town and Phipps Ocean Park. During certain times of the year, the public beaches are able to stay clean and mostly free of seaweed with just one day a week of cleaning. During other times of the year, two days of cleaning per week becomes necessary. As the annual blooms become larger, it is expected that at times each year the mechanical beach cleaner will not be able to keep up with the seaweed washing in on the public beaches.

The following addresses both short and long term potential solutions:

SHORT-TERM SOLUTION

Public Works staff has been working with the Florida Department of Environmental Protection (FDEP) and the Florida Fish and Wildlife Conservation Commission (FWC) to determine what immediate action could be authorized. In another demonstration of the state's continued support and

partnership of the Town's Coastal Management Program, these agencies expressed a willingness to consider a pilot project with two distinct elements. First, seaweed may be placed adjacent to the jetty and covered with a small layer of sand. This may deter hatchlings from heading toward the inlet and redirect them toward the ocean. Second, seaweed may be placed into large pits on the dry beach and covered with at least three feet of sand to continue to provide ample sea turtle nesting habitat. Both options would be performed and monitored during the next nesting season to determine if nesting is impacted.

As of the date of this memorandum, there are two remaining nests incubating on the beach within the possible pilot project area. Both of these nests are expected to have emergences before seaweed removal efforts could begin following the upcoming Town Council meeting. Therefore, the protection of sea turtles and hatchlings are not the reasons for moving forward with this pilot project. Residents at the north end have complained about air quality and have reported heavy odors emitting from the decaying seaweed. Any urgency to remove and bury the seaweed would be to address these concerns.

The Town does not currently have a vendor under contract to perform an extensive seaweed removal effort. The Town contacted two vendors familiar with working on the beach and neither of them had an existing government contract that could be utilized for procurement by the Town. In order to have a vendor ready to perform this work, a solicitation must be advertised. The solicitation will be advertised on September 6 and will be expedited to just 21 days rather than 30 days.

If Town Council want to move forward with this one-time clean up, Town staff recommends that Town Council authorize the Town Manager to approve a contract with the condition that a responsive and appropriate bid is received through the ongoing solicitation as deemed by Town staff.

LONG-TERM SOLUTION

Should nesting continue to be successful in these seaweed placement areas, these efforts may set a precedent as a long-term solution to address high volumes of seaweed. Another long-term solution to be considered is to have the mechanical beach cleaner perform work north of Angler Avenue once or twice a week, just as they currently do on the public beaches. Although the beach immediately south of the inlet is considered private property down to the mean high water line of the Atlantic Ocean, this beach is often used by North end residents.

The 5-year contract for mechanical beach cleaning is nearing expiration and a new solicitation is being prepared. The scope of work for this solicitation, which presently includes the Mid-Town beach (>1 mile) and Phipps Ocean Park beach (0.25 mile), can include cleaning below mean high tide from Angler Avenue to the inlet (0.75 miles).

Town staff recommends that Town Council provide direction regarding long-term plans for future seaweed impacts on the Town's entire 12.2-mile shoreline through both regular mechanical beach cleaning and periodic large-scale seaweed cleanups for both public and private properties. Note that nearly 3.5 miles of the beaches south of Sloan's Curve to the south Town limits (Reaches 7 and 8) are mechanically cleaned by the respective condominiums, mostly through the Citizens' Association. The majority of the Town's beaches are not cleaned.

FUNDING/FISCAL IMPACT

The mechanical beach cleaning of the public beaches at Mid-Town and Phipps Ocean Park has an annual cost of \$50,000. A likely result from the solicitation, to clean the northernmost 1,400 linear feet of beach, may include a lowest responsive bid that exceeds the Town's annual cost for beach cleaning. The Town's Coastal Fund has sufficient funds available to accommodate these unplanned costs. Given the increased frequency of seaweed blooms, Town staff will include an additional appropriation in future budgets to address seaweed removal following Town Council direction.

Attachment

cc: Shore Protection Board
Nick Caristo, Chief of Police
Will Rothrock, Police Captain
Patricia Strayer, P.E, Town Engineer
Dean Mealy, Procurement & Contracts Manager
Robert Weber, Coastal Program Manager
Lainie Edwards, FDEP
Jason Spanier, FDEP
Robbin Trindell, FWC

Lake Worth Inlet
Sea Turtle Nests
August 29, 2022



TOWN OF PALM BEACH

Town Council Meeting on: September 13, 2022

Section of Agenda

Regular Agenda - New Business

Agenda Title

Review of a Stop Work Order Due to the Three Strike Rule at 246 Seaspray Avenue

Presenter

Wayne Bergman, Director of Planning, Zoning and Building

ATTACHMENTS:

- ▣ **Memorandum Dated September 6, 2022, From Wayne Bergman, Director of Planning, Zoning & Building**

TOWN OF PALM BEACH

Information for Town Council Meeting on: September 13, 2022

To: Mayor and Town Council

Via: Kirk Blouin, Town Manager

From: Wayne Bergman, Director of Planning, Zoning & Building

Re: 246 Seaspray Avenue – Third Strike & Stop Work Order

Date: September 6, 2022

FYI - This Memo is provided as Information to the Town Council

As you know, the Town has a “Three Strike Rule” for construction parking and construction site management. The regulations and process are found in the Town’s “Department of Public Works, Engineering Division, Standards Applicable to Public Rights-of-Way and Easements Within the Town of Palm Beach” (commonly called the Right-of Way-Manual), dated May 1994, as revised through January 12, 2022. Chapter XII, Miscellaneous Provisions, contains the details of the Three Strike rules. The regulations spell out the process in which contractors can secure parking permits, the fees for various violations, and the process that must occur once a contractor receives Three Strikes – three different sets of tickets for construction violations. The applicable pages of the Right of Way Manual are attached.

246 Seaspray Avenue recently reached the level of Three Strikes for construction violations. The contractor is Beacon Construction Group Inc. There are actually four recent violations. The first and second violations were issued by Public Works last year. The third violation was issued by Code Enforcement early this year. The fourth violation was issued by Police on August 24, 2022. Copies of all violations are attached. The Pending Stop Work Order Notice (attached) was sent to the contractor August 25, 2022.

The regulations allow a time frame for the violator to appeal the ticket(s). In this case, since the last violation was issued by Police, the appeal was filed to Chief Nicholas Caristo. The regulations required Chief Caristo to hear / review the appeal (if filed) and render a ruling. Chief Caristo found in favor of the Town, and therefore upheld the fourth violation (Third Strike). This decision occurred on August 29, 2022. The Planning, Zoning & Building Department will issue a STOP WORK ORDER for the entire construction project on September 7, 2022.

The contractor owes the Town \$500.00 in fines and fees, at this time, possibly more. We are researching the payment history regarding the earlier fines.

The Town Council’s process for this matter is contained within the Public Works “Right of Way

Manual”, as follows:

“When the Town Council receives a written request to lift a stop work order the Town Council shall have the power to admonish the contractor; take such action as deemed necessary to effect the stop work order on a permanent basis by nullifying the existing building permit; cause the contractor and/or property owner to enter into a binding agreement to memorialize the understandings between the Town and the contractor and/or property owner relative to all conditions placed upon the lifting of the stop work order, if applicable; establish penalties for future right-of-way violations the amount for which shall be in the sole discretion of the Town Council; collect the “3 strike” fine, plus payment of any outstanding right-of-way fines and accumulated interest, as referenced herein below and to prohibit the issuance of any additional right-of-way permits for the duration of the work in question.

The fine for a third (3rd) and each subsequent strike shall be \$500 plus payment of any outstanding right of-way fines and accumulated interest unless the Town Council chooses to invoke the use of a binding agreement memorializing a penalty structure to be paid to the Town for all future right-of-way violations in excess of three (3) to be paid in accordance with the terms and conditions of the binding agreement between the Town and the contractor and/or property owner. All fines and penalties shall be paid in full prior to issuance of a Certificate of Occupancy for the construction associated with the activity that generated the fines, penalties, and interest.”

Any motion to resolve this matter should include “waiving the third strike” and “granting the ability for the contractor to apply for future right of way permits”.

Attachments: Copies of the four violations
Copy of the Pending Stop Work Order Notice
Appeal Letter from the contractor
Town Decision on the Appeal

WRB

Cc: Paul Brazil, Director of Public Works
Police Chief Nicholas Caristo
Debby Moody



PW- 5533

PUBLIC WORKS DEPARTMENT
(561) 838-5440

R.O.W. VIOLATION NOTICE

NAME: Bacon Construction DATE: 8/17/21JOB ADDRESS: 246 Seaspray

- | | |
|---|-------------------------------|
| ☐ Working in right-of-way without permit | \$ 150 X _____ = _____ |
| ☐ Failure to have permit on job | \$ 150 X _____ = _____ |
| ☒ Construction parking without permit* <i>strikes</i> | \$ 150 X _____ = <u>\$900</u> |
| 1 st = \$150 2 nd = \$250 and thereafter = \$500 | |
| ☐ Inadequate Maintenance of Traffic | \$ 150 X _____ = _____ |
| ☐ Right-of-way littered by site dirt or debris | \$ 150 X _____ = _____ |
| ☐ Failure to maintain safe sidewalk | \$ 150 X _____ = _____ |
| ☐ Failure to carry-out permit terms/conditions | \$ 150 X _____ = _____ |
| ☐ Storage of materials in right-of-way | \$ 150 X _____ = _____ |
| ☐ Use of right-of-way as work area | \$ 150 X _____ = _____ |
| ☐ Damage to infrastructure in right-of-way | \$ 150 X _____ = _____ |
| ☐ Dewatering without a permit | \$ 150 X _____ = _____ |
| ☐ Illegal discharges to Town sewers** | \$ 500 X _____ = _____ |
| ☐ Other _____ | \$ _____ X _____ = _____ |
| ☐ 2nd and added days of violation, double fine | \$ _____ X _____ = _____ |

TOTAL FINE: \$900

Total fine to be paid within 10 working days to: Town of Palm Beach, Finance Dept., PO Box 2029, Palm Beach, FL 33480, may also be paid in person at 360 S. County Road, Palm Beach, FL 33480. Please attach a copy of this violation with payment, check must reference violation number. No further permits will be issued until fine is paid. Should you wish to contest this violation call the Public Works Office at 561-838-5440.

* Parking violations are per vehicle per day. Parking placard must be displayed in vehicle.

** Fine plus clean-up cost.

*** Includes but not limited to:

Dumpster in Right of Way - \$100 per incident.

Right of Way restoration - \$30 per day until restored.

ISSUER: Chet Pures



STRIKE 2

PW- 5691

PUBLIC WORKS DEPARTMENT
(561) 838-5440

R.O.W. VIOLATION NOTICE

NAME: Beacon / Builix DATE: 12.13.21

JOB ADDRESS: 246 Seaspark

- | | |
|--|--|
| ☒ Working in right-of-way without permit | \$ 150 X <u>1</u> = <u>150</u> |
| ☐ Failure to have permit on job | \$ 150 X <u> </u> = <u> </u> |
| ☒ Construction parking without permit*
1 st = \$150 2 nd = \$250 and thereafter = \$500 | \$ 150 X <u>2</u> = <u>300</u> |
| ☒ Inadequate Maintenance of Traffic | \$ 150 X <u>1</u> = <u>150</u> |
| ☐ Right-of-way littered by site dirt or debris | \$ 150 X <u> </u> = <u> </u> |
| ☐ Failure to maintain safe sidewalk | \$ 150 X <u> </u> = <u> </u> |
| ☐ Failure to carry-out permit terms/conditions | \$ 150 X <u> </u> = <u> </u> |
| ☐ Storage of materials in right-of-way | \$ 150 X <u> </u> = <u> </u> |
| ☐ Use of right-of-way as work area | \$ 150 X <u> </u> = <u> </u> |
| ☐ Damage to infrastructure in right-of-way | \$ 150 X <u> </u> = <u> </u> |
| ☐ Dewatering without a permit | \$ 150 X <u> </u> = <u> </u> |
| ☐ Illegal discharges to Town sewers** | \$ 500 X <u> </u> = <u> </u> |
| ☐ Other <u> </u> | \$ <u> </u> X <u> </u> = <u> </u> |
| ☐ 2nd and added days of violation, double fine | \$ <u> </u> X <u> </u> = <u> </u> |

Builix loading in R.O.W.
Builix - Parking in R.O.W.
TOTAL FINE: 600

Total fine to be paid within 10 working days to: Town of Palm Beach, Finance Dept., PO Box 2029, Palm Beach, FL 33480, may also be paid in person at 360 S. County Road, Palm Beach, FL 33480. Please attach a copy of this violation with payment, check must reference violation number. No further permits will be issued until fine is paid. Should you wish to contest this violation call the Public Works Office at 561-838-5440.

* Parking violations are per vehicle per day. Parking placard must be displayed in vehicle.

** Fine plus clean-up cost.

*** Includes but not limited to:

Dumpster in Right of Way - \$100 per incident.

Right of Way restoration - \$30 per day until restored.

ISSUER: [Signature]



TOWN OF PALM BEACH

POLICE DEPARTMENT

Code Enforcement Unit

Notice of Violation

10175



Marcelo Nakaoishi
Respondent's Name

Beacon Construction Group
Name of Company/Resident/Business

Respondent's Address

561-845-5130
Property/Business Address

YOU ARE NOTIFIED that on Thursday / Feb 10, 2022 at 0847 hours,
(day) (date) (time)

a violation of Working / Making noise at 0847 hours
(description of violation)

which violate the following Town of Palm Beach Code of Ordinances: 42-199
(chapter and section)

occurred at: 246 Seaspray Ave Palm Beach FL 33480
(violation address)

YOUR OPTIONS ARE INDICATED BELOW:

- ☒ 1) YOU MAY ADMIT to the violation by making payment by mail or in person between the hours of 9:00 A.M. and 5:00 P.M., Monday through Friday, at the Town's Finance Department at 360 South County Road., Palm Beach, Florida 33480. **NO LATER THAN 5:00 P.M. ON THE MONDAY BEFORE THE SCHEDULED HEARING NOTED BELOW.** The fine amount is \$ 250.00
OR

YOU MAY ELECT TO APPEAR IN PERSON before the Code Enforcement Board on Thursday, 3/18/2022 at 2 P.M. in the Town Council Chambers, Town Hall, located at 360 South County Road., Palm Beach, Florida 33480. For further information call 561/227-7080

- ☐ 2) THIS CASE WILL BE HEARD BEFORE THE CODE ENFORCEMENT BOARD on Thursday, _____ at 2 P.M. in the Town Council Chambers, Town Hall, located at 360 South County Road., Palm Beach, Florida 33480. For further information call 561/227-7080

I ACKNOWLEDGE RECEIPT OF THIS CODE ENFORCEMENT NOTICE OF VIOLATION

[Signature]
Signature of Respondent

This will be your only notice of the hearing. Failure to pay the fine or appear at the hearing will result in this matter being held in absentia. The maximum fine imposed may be \$250 for a first offense, \$500 for repeat offenses, or a maximum of \$5,000 if irreparable in nature, in addition to the administrative costs.

J. Felix / 9090
Code Enforcement/Police Officer - I.D.

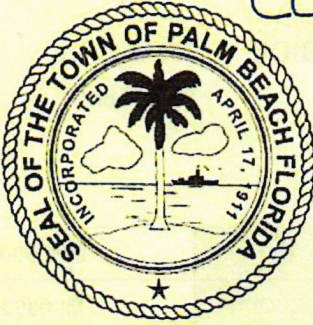
Feb 10, 2022
Date

0853 hrs.
Time

22-041043
Case/CAD #

I WISH TO ADMIT TO THE CHARGES, WAIVE MY RIGHT TO A HEARING AND PAY FINE.

666-22-229
CE 22-229



CE 22-1526

PD-00376

POLICE DEPARTMENT
(561) 838-5454**R.O.W. VIOLATION NOTICE**NAME: Beacon Construction Co. Inc. DATE: 8-24-16JOB ADDRESS: 246 Saussey Ave Palm Beach FL 33480

- | | |
|---|-----------------------------------|
| ☒ Working in right-of-way without permit | \$ 150 X <u>1</u> = <u>150.00</u> |
| ☐ Failure to have permit on job | \$ 150 X _____ = _____ |
| ☐ Construction parking without permit*
1 st = \$150 2 nd = \$250 and thereafter = \$500 | \$ 150 X _____ = _____ |
| ☐ Inadequate Maintenance of Traffic | \$ 150 X _____ = _____ |
| ☐ Right-of-way littered by site dirt or debris | \$ 150 X _____ = _____ |
| ☒ Failure to maintain safe sidewalk | \$ 150 X <u>1</u> = <u>150.00</u> |
| ☐ Failure to carry-out permit terms/conditions | \$ 150 X _____ = _____ |
| ☐ Storage of materials in right-of-wy | \$ 150 X _____ = _____ |
| ☒ Use of right-of-way as work area | \$ 150 X <u>1</u> = <u>150.00</u> |
| ☐ Damage to infrastructure in right-of-way | \$ 150 X _____ = _____ |
| ☐ Dewatering without a permit | \$ 150 X _____ = _____ |
| ☐ Illegal discharges to Town sewers** | \$ 500 X _____ = _____ |
| ☐ Other _____ | \$ _____ X _____ = _____ |
| ☐ 2nd and added days of violation, double fine | \$ _____ X _____ = _____ |

TOTAL FINE: 11 450.00

Total fine to be paid within 10 working days to: Town of Palm Beach, **Finance Dept.**, P.O. Box 2029, Palm Beach, FL 33480, may also be paid in person at 360 S. County Road, Palm Beach, FL 33480. Please attach a copy of this violation with payment, check must reference violation number. No further permits will be issued until fine is paid. Should you wish to contest this violation call the Police Department at 561-838-5454.

*Parking violations are per vehicle per day. Parking placard must be displayed in vehicle.

**Fine plus clean-up cost.

***Includes but not limited to:

Dumpster in Right of Way \$100 per incident.

Right of Way restoration - \$30 per day until restored.

ISSUER T. F. [Signature] / 9080 LAD 2022-236065



TOWN OF PALM BEACH
Finance Department
360 South County Road
PO Box 2029
Palm Beach, FL 33480
(561) 838-5444

INVOICE

79016

Page 1 of 1

DATE	08/25/2022
ACCOUNT	MI-000306
AMT DUE	500.00

BEACON CONSTRUCTION GROUP INC
3728 GEORGIA AVE
1C
WEST PALM BEACH, FL 33405

AMOUNT PAID _____



PAY YOUR STATEMENT ONLINE AT: [HTTPS://TOWNOFPALMBEACH.COM/EDENAR](https://TOWNOFPALMBEACH.COM/EDENAR)

TOWN OF PALM BEACH

MAKE CHECKS PAYABLE TO TOWN OF PALM BEACH
PLEASE DETACH AND RETURN WITH YOUR REMITTANCE

DESCRIPTION	AMOUNT
FINE3-STRIKE RULE ALL SUBSEQ STRIKE 4. FINE PER RES.001-2022 246 SEASPRAY AVE	500.00
Total Amount Due:	500.00
STRIKE 4. FINE PER RES.001-2022 246 SEASPRAY AVE	

ACCOUNT NO. MI-000306

PAYABLE UPON RECEIPT

500.00

Please Remit to: TOWN OF PALM BEACH
Finance Department
360 South County Road
PO Box 2029
Palm Beach, FL 33480

Pay your Statement online at: <https://TownofPalmBeach.com/EDENAR>
Log in or Register as a New User and connect to your account by entering your Account No and Invoice number.

09-13-22 TCM Backup



TOWN OF PALM BEACH
Planning, Zoning & Building Department

August 25, 2022

Via email: nicole@beaconconstructiongroup.com; kevinwaldman70@gmail.com

Beacon Construction Group Inc
% Michael Conville
3728 Georgia Ave, 1C
West Palm Beach, FL 33405

Re: Construction Parking & Construction Site Management Citations – 246 Seaspray Avenue, B-21-91258

STOP WORK ORDER PENDING

As you know, the Town of Palm Beach Standards Applicable To Public Rights-Of-Way And Easements Within The Town Of Palm Beach regulates the number of construction-related vehicles that can be parked on Town streets in conjunction with building project sites within the Town and other construction site matters. Attached to all construction permits issued to a job is information regarding these regulations.

At the March 8, 2022, Town Council meeting, Council lifted the stop work order for your project after you received three strikes.

This letter is to serve as notice that on four separate occasions you have received citations:

- Strike 4 August 24, 2022 (PD-00376 Working in right-of-way without a permit, failure to maintain safe sidewalk, Use of right-of-way as work area)
- Strike 3 February 10, 2022 (NOV10175 Working/Making Noise at 0847 hrs)
- Strike 2 December 13, 2021 (PW-5691 Construction Parking for 2 vehicles)
- Strike 1 August 17, 2021 (PW-5533 Construction Parking for 1 vehicle)

Therefore, under the Town's rules (referred to as the "3-strike" rule), the Chief of Police has notified the Planning, Zoning & Building Department of these violations, and requested that a "Stop Work" order be issued as allowed by Section 18-204 of Town Code.

An appeal to the Chief of Police needs to be submitted in writing within seven (7) calendar days of the date of issuance of the citation. If an appeal is denied or is not filed in a timely fashion, a "Stop Work" order will be issued by the Building Official effective the end of the working day September 1, 2022. After that date, no work may be performed at the site under any permits issued by the Town of Palm Beach.

All requests to lift a "Stop Work" order would need to be decided by the Town Council. The next Town Council meeting date is Tuesday, September 14, 2022. In order for this item to be considered at that meeting, you would need to submit a written request to me no later than **Wednesday, September 7, 2022, prior to 5:00 PM.**

Per Town Resolution No. 001-2022, because you have received four strikes, a fine in the amount of \$500 is being imposed and is payable immediately to the Town of Palm Beach. This fine is in addition to all right-of way fines referenced above. Invoice # 79016 is attached.

Sincerely,

Wayne Bergman

Wayne Berman
Director, Planning, Zoning & Building Department
Post Office Box 2029 * 360 South County Road * Palm Beach, FL 33480 * (561) 838-5430

cc: Cynthia Abbott, Kevin Waldman, 246 Seaspray Avenue, Palm Beach, FL 33480
Kirk Blouin, Town Manager
H. Paul Brazil, Public Works Director
Nicholas Caristo, Police Chief
Benjamin Alma, Support Services Manager

Kevin Waldman

246 Seaspray Avenue Palm Beach, FL 33840 | 917-327-8967 | Kevinwaldman70@gmail.com

8/26/2022

Chief Caristo
Police Chief
Town of Palm Beach

Re: Stop Work Order Appeal

Dear Chief Caristo:

I am in receipt of the "Stop Work Order Pending" notice dated August 25th, 2022 and was made aware of the situation by my general contractor at the time of the incident on August 24th, 2022 as I have not been on location since June 6th.

I would like for you to consider this appeal for the stop work order based on the following:

My understanding of the situation is that the sub-contractor Connery Concrete was due to complete a power washing of the driveway and set to arrive at 10am whereby my general contractor was to meet them at the site. He was instructed to park on the front lawn at the site. The Connery Concrete sub-contractor arrived approximately 9:45am, 15 minutes early and set up his equipment and truck location. He inadvertently parked in front of the house and extended his power washing hose across the sidewalk.

The sub-contractor clearly made a human error and was in violation of the regulation, however I assure you there was no willful intent or lack of respect for town policies. It was a mistake, and I am certain he thought he was doing a good job arriving early and attempting to complete what was a 20-minute project.

The general contractor arrived on the site around the same time (approximately 10am) the Code enforcement Officer ("CEO") was about to write the violation. The General Contractor informed the CEO of the mistake/error and that he would have the truck moved onto the property to resolve the issue immediately. The General Contractor also reached out directly to Mr. Burgoon to explain the situation at the time of the incident whereby Mr. Burgoon apparently indicated the problem could be addressed on site but at the CEO's discretion. The CEO continued to issue the ticket irrespective of the general contractor's ability to correct the mistake immediately and Mr. Burgoon's comment.

The situation was unfortunate and only leads to additional construction time, cost, and aggravation for everyone. I appreciate the town is looking to reduce congestion, enforce rules and regulation and hold people accountable. We have worked very hard and at a significant incremental cost to ensure that my construction project remains compliant and can be completed expeditiously.

As a resident and member of this community it remains unclear to me why the ability to correct the situation at the time to avoid further delays and cost was not the objective. Rather the issuance of a violation was preferred. This infraction was not intended to violate the town's policies it was human error by a sub-contractor that could have been mitigated immediately at 10am in the middle of the

Summer on an empty street as we work to complete my project prior to an increase in the town's population and avoid any further disruption to my neighbors.

Just to be clear, I am not advocating that anyone should avoid rules or regulations, however I am suggesting that when the ability arises to resolve issues maybe that path is more conducive to what the town is trying to achieve versus a penal approach (i.e. issuing tickets.)

Not dissimilar to how I have witnessed Palm Beach Police Officers approach drivers who may be illegally parked, not with a ticket but with direction and courtesy to correct or resolve the situation. We are a community, and in this situation, that concept was lost.

I accept responsibility and want to ensure you and the Town Council that we respect the rules and set out to do everything possible to ensure they are followed, but I hope we all recognize that there are times when inadvertent mistakes occur. Unfortunately, we were not afforded the opportunity to resolve this mistake within minutes of it occurring to avoid further delays, additional costs, and everyone's time.

There is no nefarious behavior or intent to usurp the rules, we are trying very hard to complete a project inside of an environment that is very challenging, with difficulty securing the necessary permits and parking passes, managing uncertain supply chains and labor availability. This effort is underway for the benefit of my family, the street as well as the town and I believe in certain circumstances, such as this incident, and as a resident of this community we should be afforded the opportunity to address issues and mistakes when possible and not be treated punitively or as an adversary.

Given the facts as I understand them, I would appreciate your consideration in eliminating the stop work order aspect of this violation to allow my project to finish with no further delays or disruption to our Seaspray Neighbors.

I appreciate your consideration in this matter.

Sincerely,

A handwritten signature in black ink, consisting of a large capital 'K' followed by a horizontal line extending to the right.

Kevin Waldman



TOWN OF PALM BEACH POLICE DEPARTMENT

DEDICATED TO EXCELLENCE



August 29, 2022

Mr. Kevin Waldman
246 Seaspray Avenue
Palm Beach, FL 33401

Re: Code Violations - 246 Seaspray Avenue

Dear Mr. Waldman,

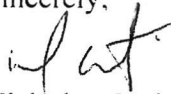
I am in receipt of your appeal request.

Town Ordinance allows ten days after each violation to contest the violation. You have elected to contest Notice of Violation #376. It was issued on August 24, 2022, for working in a right-of-way without a permit, for failure to maintain a safe sidewalk, and for use of the right-of-way as a work area. According to the Planning, Zoning and Building Department, this is your fourth strike. Additionally, there were two separate incidents not noted. On November 23, 2021, under Code Enforcement Case #21-1374, Code Enforcement issued a verbal warning for a right-of-way violation, and on February 08, 2022, Code Enforcement issued another verbal warning for a right-of-way violation.

After thorough review of the Town Ordinances and the Town's Right-of Way Manual, along with the violations and the subsequent actions of the construction staff, the request for dismissal of the violation is denied.

With the recent changes in Town ordinances and the Town's commitment to strongly enforce construction site violations, I have an obligation to ensure consistencies in the enforcement and appeal process. You may contact the Planning, Zoning, and Building Department for any next steps in appearing before Town Council or restarting work.

Sincerely,


Nicholas Caristo
Chief of Police

cc: Paul Brazil, Director of Public Works
Wayne Bergman, Director of Planning, Zoning and Building

TOWN OF PALM BEACH

Town Council Meeting on: September 13, 2022

Section of Agenda

Regular Agenda - New Business

Agenda Title

Review of a Stop Work Order Due to the Three Strike Rule at 756 Hi Mount Road

Presenter

Wayne Bergman, Director of Planning, Zoning and Building

ATTACHMENTS:

No Attachments Available

TOWN OF PALM BEACH

Town Council Meeting on: September 13, 2022

Section of Agenda

Ordinances - First Reading

Agenda Title

Proposed Ordinance to Amend Section 42-199 of the Town Code to Include Additional Days When Construction and Landscaping Work is Prohibited

ORDINANCE NO. 004-2022 An Ordinance of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Amending Chapter 42 of the Town Code of Ordinances at Article V. Noise, Section 42-199, Hours For Construction Work at Subsection (B) Limited, To Provide Additional Limitations On Dates And Hours Of Construction and Landscaping Work; Further Amending Section 421-230, Lawn Maintenance, to Add Language Providing for Certain Exceptions for the Use of Lawn Maintenance Equipment On The Wednesday Immediately Preceding Thanksgiving And On The Friday Immediately Following Thanksgiving; Providing For Severability; Providing For Repeal Of Ordinances In Conflict; Providing For Codification; Providing An Effective Date.

Presenter

Nicholas Caristo, Chief of Police

ATTACHMENTS:

- ▣ **Memorandum Dated September 1, 2022, from Nicholas Caristo, Chief of Police**
- ▣ **Ordinance No. 004-2022**

TOWN OF PALM BEACH

Information for Town Council Meeting on: September 13, 2022

To: Mayor and Town Council

Via: Kirk W. Blouin, Town Manager

From: Nicholas Caristo, Chief of Police

Re: Proposed Ordinance to Amend Chapter 42 of the Town Code, Relative to Hours for Construction Work and Lawn Maintenance, to Allow Lawn Maintenance on the Wednesday Preceding Thanksgiving and Modified Lawn Maintenance Hours on the Friday After Thanksgiving
Ordinance No. 004-2022

Date: September 1, 2022

GENERAL INFORMATION

On August 10, 2022, at the Town Council Development Review meeting, after public comments were heard, Town Council had a discussion regarding lawn maintenance hours surrounding the Thanksgiving holiday. Public comments expressed concerns regarding the limited amount of time available for lawn maintenance during the week of Thanksgiving and did not meet the demand or needs of the community. As a result of the discussion, Town Council came to a consensus to amend the existing Town Ordinances governing lawn maintenance on the Wednesday prior to, and the Friday following Thanksgiving.

The specific changes made were that lawn maintenance equipment may be used on the Wednesday immediately preceding Thanksgiving and on the Friday immediately following Thanksgiving from 9:00 a.m. to 5:00 p.m. with quiet work only (no gas or electric powered lawn maintenance equipment or leaf blowers) from 1:00 p.m. to 5:00 p.m. on the Friday immediately following Thanksgiving.

STAFF RECOMMENDATION

Staff recommends the Town Council approve Ordinance 004-2022, amending Chapter 42 of the Town Code, relative to hours for Construction Work and Lawn Maintenance, to allow lawn maintenance on the Wednesday preceding Thanksgiving and modified lawn maintenance hours on the Friday after Thanksgiving.

TOWN ATTORNEY REVIEW

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

NC/wmr

cc: John Randolph, Town Attorney
Carolyn Stone, Assistant Town Manager

ORDINANCE NO. 004-2022

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, AMENDING CHAPTER 42 OF THE TOWN CODE OF ORDINANCES AT ARTICLE V. NOISE, SECTION 42-199, HOURS FOR CONSTRUCTION WORK AT SUBSECTION (b) LIMITED, TO PROVIDE ADDITIONAL LIMITATIONS ON DATES AND HOURS OF CONSTRUCTION AND LANDSCAPING WORK; FURTHER AMENDING SECTION 421-230, LAWN MAINTENANCE, TO ADD LANGUAGE PROVIDING FOR CERTAIN EXCEPTIONS FOR THE USE OF LAWN MAINTENANCE EQUIPMENT ON THE WEDNESDAY IMMEDIATELY PRECEDING THANKSGIVING AND ON THE FRIDAY IMMEDIATELY FOLLOWING THANKSGIVING; 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 AS FOLLOWS:

Section 1. Chapter 42 of the Town Code of Ordinances is hereby amended at Article V, Section 42-199 to read as follows:

Sec. 42-199. Hours for construction work.

(a) *Definitions.* The following words, terms and phrases when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

Construction work means work of a physical nature requiring a permit in accordance with the provisions of this Code and/or violates the conditions of section 42-198 and/or violates the conditions of this section, and/or causes excessive noise as defined by section 42-228.

(b) *Limited.* Beginning on the Monday preceding Thanksgiving, and during the months of December, January, February, March and April of each year, construction work not otherwise prohibited by section 42-198 or other work resulting in noise tending to disturb the people in the vicinity thereof shall not begin until the hour of 8:00 a.m., and shall cease at the hour of 5:00 p.m., except Saturdays, Sundays, ~~and legal-observed Town~~ holidays, ~~and the days before and after Thanksgiving~~, when all construction ~~and lawn maintenance~~ work, ~~other than as excepted in section 42-230, is prohibited~~. In no event shall heavy equipment or other outdoor construction-

related and lawn maintenance noise be permitted before 9:00 a.m. Beginning on May 1 until the Monday preceding Thanksgiving, work may commence at 8:00 a.m. and cease at the hour of 6:00 p.m., except Saturdays, Sundays, and Town observed-and-legal holidays, ~~including the Friday immediately after Thanksgiving,~~ when all construction and lawn maintenance work is restricted or prohibited. In no event shall heavy equipment or other outdoor construction-related and lawn maintenance noise be permitted before 9:00 a.m. Construction work is permissible on Saturdays from May 1 through the Monday preceding Thanksgiving, but subject to the following restrictions: work shall not begin until the hour of 9:00 a.m. and shall cease at the hour of 5:00 p.m.; all work must be quiet in nature and limited to indoor activity, with the exception of quiet lawn maintenance work and tree trimming); material deliveries are prohibited in all cases unless the Building Official waives such restriction due to compelling circumstances; concrete pours and concrete sawing is prohibited unless the Building Official waives such restrictions due to compelling circumstances; and the razing of buildings is prohibited, with the exception of non-mechanized debris clean-up. The permitted hours for construction work in the C-WA zoning district shall be from 8:00 a.m. until 8:00 p.m. during the months commencing May 1 and ending October 31, except Sundays and legal holidays, when all construction work is prohibited. Workers are prohibited from arriving at construction and lawn maintenance sites prior to 7:30 a.m. and are restricted from conducting any kind of site activity prior to 8:00 a.m. during the weekdays. Workers are prohibited from arriving at construction and lawn maintenance sites prior to 8:30 a.m. and are restricted from conducting any kind of site activity prior to 9:00 a.m. on Saturdays, when limited work is permitted from May 1 through the Monday preceding Thanksgiving.

Section 2. 42-230. Lawn Maintenance

(a) Lawn maintenance in the town shall be limited to the hours outlined for construction work at section 42-199 and all gas and electric powered lawn maintenance equipment, including leaf blowers, shall be subject to the same restrictions as heavy equipment as described in said section. However, lawn maintenance equipment may be used on the Wednesday immediately preceding Thanksgiving and on the Friday immediately following Thanksgiving from 9:00 a.m. to 5:00 p.m. with quiet work only (no gas or electric powered lawn maintenance equipment or leaf blowers) from 1:00 p.m. to 5:00 p.m. on the Friday immediately following Thanksgiving.

Section 3. Severability.

If any provision of this Ordinance or the application thereof is held invalid, such invalidity shall not affect the other provisions or applications of this Ordinance which can be given effect without the invalid provisions or applications, and to this end the provisions of this Ordinance are hereby declared severable.

Section 4. Repeal of Ordinances in Conflict

All other ordinances of the Town of Palm Beach, Florida, or parts thereof, which conflict with this or any part of this Ordinance are hereby repealed.

Section 5. Codification

This Ordinance shall be codified and made part of the official Code of Ordinances of the Town of Palm Beach.

Section 6. Effective Date

This Ordinance immediately, after its passage and approval, as provided by law.

PASSED AND ADOPTED in a regular, adjourned session of the Town Council of the Town of Palm Beach on first reading this 13th day of September, 2022, second reading and final adoption on this 13th day of October, 2022.

Danielle H. Moore, Mayor

Margaret A. Zeidman, Town Council President

Bobbie Lindsay, Council President Pro Tem

Julie Araskog, Town Council Member

Edward A. Cooney, Town Council Member

ATTEST:

Patricia Gayle-Gordon, Acting Town Clerk

Lewis S.W. Crampton, Town Council Member