



TOWN OF PALM BEACH

TOWN COUNCIL MEETING

TOWN HALL
COUNCIL CHAMBERS - SECOND FLOOR
360 SOUTH COUNTY ROAD

AGENDA

SEPTEMBER 12, 2023

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 D. 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. Presentation by Rove Regarding Tesla Ride Service in Palm Beach
Lew Crampton, Town Council Member

Page 8

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

A. MINUTES

1. Town Council Meeting Minutes
Pat Gayle-Gordon, Deputy Town Clerk
 - a. August 8, 2023, Town Council Meeting Minutes
 - b. August 9, 2023, Special Town Council Meeting Minutes (Closed Door Session)
 - c. August 9, 2023, Town Council Development Review Meeting Minutes
2. Approval of Major Matters Considered by the Architectural Review Commission at its Meeting of August 23, 2023
Wayne Bergman, Director of Planning, Zoning and Building

Page 23

Page 67

B. RESOLUTIONS

1. RESOLUTION NO. 100-2023 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Providing for the Designation and/or the De-Designation of the Historic/Specimen Trees at 1265 South Ocean Boulevard and 60 Blossom Way, Providing an Effective Date.
H. Paul Brazil, P.E., Director of Public Works
2. RESOLUTION NO. 101-2023 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 FY2024 In The Amount of \$1,859,376 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 \$50,000; 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 \$65,792; Conditioning All Matters Contained Herein Subject To Approval of The Fiscal Year 2024 Budget; And Authorizing The Town Manager To Execute The Non-Exclusive Insurance Broker Services Agreements With Relation, AJG And PGCS On Behalf Of

Page 90

Page 101

The Town.

Dean Mealy, Procurement and Contract Manager

3. RESOLUTION NO. 102-2023 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving Award to Contract Unleaded and Diesel Fuel through Southeast Florida Governmental Purchasing Cooperative to Port Consolidated in the Annual Amount of \$600,212 and Establishing a Project Budget of \$690,243 for FY24. Page 154

Dean Mealy, Procurement and Contract Manager

4. RESOLUTION NO. 103-2023 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving Award to Contract for Office Supplies to Office Depot in the Amount of \$79,750 and Establishing a Project Budget of \$87,000 for FY24. Page 157

Dean Mealy, Procurement and Contract Manager

5. RESOLUTION NO. 104-2023 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving the Award of ITB 2023-39 Electrical Services to a combination CR Dunn, Inc., Grid One Electrical Construction, Inc., Sullivan Electric Pump Inc., Universal Electric of Florida, Inc., and Wilco Electrical LLC as Primary, Secondary or Tertiary Awardees in the Amount of \$102,300 and Establishing a Project Budget of \$117,645 and Establishing a Five-Year Award in the Amount of \$621,795 based on Satisfactory Performance and Budget Authorization. Page 160

Dean Mealy, Procurement and Contract Manager

6. RESOLUTION NO. 106-2023 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving a Purchase Order to Blue Line Innovations in the Amount of \$70,000 for Police Uniforms Utilizing the City of Lakeland Florida Contract. Page 165

Dean Mealy, Procurement and Contract Manager

7. RESOLUTION NO. 107-2023 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving Proposal from MCCI Laserfiche from Premise to the Cloud in the Amount of \$162,154.38 and Establishing a Project Budget of \$172,000. Page 170

Dean Mealy, Procurement and Contract Manager

8. RESOLUTION NO. 108-2023 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving a Blanket Purchase Order to Gov Connection utilizing the OMNIA Partner's #R210402 Contract in the Amount of \$150,000. Page 200

Dean Mealy, Procurement and Contract Manager

9. RESOLUTION NO. 109-2023 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, approving a Blanket Purchase Order to Insight Public Safety in the amount of \$275,000 for OMNIA Partners Cobb County IT Products & Services #23-6692-03 contract. Page 203

C. OTHER

1. Permission to Close North County Road from Wells Road to Miraflores Drive for Annual Tree Trimming Page 206
H. Paul Brazil, P.E., Director of Public Works
2. Authorization for Road Closure of South Ocean Boulevard for a Crane to Install Palm Trees at 256 S. Ocean Blvd. Page 208
H. Paul Brazil, P.E., Director of Public Works

X. 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 211
H. Paul Brazil, P.E., Director of Public Works
2. Evaluation of Alternatives to Relocate Garbage and Recycling Pickup at Lake Drive Park – September 2023 Update Page 227
TIME CERTAIN: 11:30 A.M.
H. Paul Brazil, P.E., Director of Public Works
3. Discussion Regarding Public Participation at Future Public Meetings Page 269
Julie Araskog, Town Council Member

C. New Business

1. Proposed 2024 Town Council Meeting Schedule Page 273
Kirk Blouin, Town Manager
2. RESOLUTION NO. 110-2023 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving Update to Purchasing Thresholds. Page 275
Dean Mealy, Procurement and Contract Manager
3. RESOLUTION NO. 111-2023 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, approving the retroactive engagement proposal for remediation in the amount of \$195,750, authorize cleanup, and replacement of existing underground fuel tank to Kimley-Horn and Associates, Inc. and authorizing the Town Manager or designee to coordinate with tank manufacturer regarding warranty, insurance company for reimbursement and authorizing support, coordination, and all submittals to applicable agencies specific to this repair. Page 380
Dean Mealy, Procurement and Contract Manager

XI. ORDINANCES

A. First Reading

1. Proposed Ordinance to Amend the Town Code Relative to Town Clerk Issued Permits

Page 288

ORDINANCE NO. 016-2023 An Ordinance Of The Town Council Of The Town Of Palm Beach, Palm Beach County, Florida Providing Amendments To The Application Procedures For Various Events In The Town Including Amendments To Chapter 10, Animals; Section 10-10. Temporary Permits, Section 10-11. Penalties, And By Adding New Sections 10-12. Duties Of Permittee, 10-13. False Information Prohibited In Application, 10-14. Permits Nontransferable, 10-15. Waiver Of Provisions, And 10-16. Possession; Also Amending Chapter 22, Businesses At Article IV. Commercial Motion Picture Making, Division I. Generally At Section 22-127. Penalty For Violations; Further Amending Division 2. Permit At Sections 22-151. Required; Application Fee, 22-152. Application, 22-153. Prerequisites To Issuance, And By Adding New Sections 22-154. Appeals, 22-155. Duties Of Permittee, 22-156. False Information Prohibited In Application, 22-157. Permits Nontransferable, 22-158. Waiver Of Provisions And 22-159. Possession; Amending Chapter 78, Peddlers And Solicitors At Article III. Charitable Solicitations Division 1. Generally, By Deleting Section 78-79. Receipts Required, By Renumbering Section 78-80. Misrepresentation Prohibited, And By Adding Section 78-80. Duties Of Permittee And 78-81. Possession; Further Amending Division 2. Permit At Section 78-102. Application, Section 78-104. Town To Issue Permit, Section 78-105. Fees, Section 78-106. Permit Form, Duration, Section 78-109. Permit Suspension, Revocation, By Deleting Sections 78-110. Permittee To Keep Records, Section 78-111. Reports Required, By Amending Section 78-112. Appeals And Section 78-113. Penalties And By Renumbering Said Sections; Further Amending Chapter 94. Sales At Article II. Auctions And Auctioneers By Deleting Section 94-31. Night Sales Prohibited And Section 94-32. Prohibited In Season On Certain Streets, By Amending Section 94-33. Permit Required And By Renumbering Said Section, By Renumbering Section 94-34. Permit Limitation, By Amending Section 94-35. Application And Section 94-36. Standards For Issuance And By Renumbering Said Sections, By Deleting Section 94-37. Notice Of Approval Or Denial, By Amending Section 94-38. Appeal Procedure And By Renumbering Said Section, By Renumbering Section 94-39. Duties of Permittee And Section 94-40. Possession, By Deleting Section 94-41. Revocation, And By Adding The Following New Sections 94-38. False Information Prohibited In Application, 94-39. Permits Nontransferable And 94-40. Waiver Of Provisions; Further Amending Article III, Closing-Out Or Distress Sales At Division 2. Permit By Amending Section 94-101. Required, By Deleting Section 94-102. Application Required; Form, Contents, By Amending Section 94-103. False Information Prohibited in Application And By Renumbering Said Section, By Deleting Section 94-104. Investigation, Issuance Of Permit; Duration, By Renumbering Section 94-106. Not Transferable, By

Amending Sections 94-107. Denial Of Permit, 94-108. Renewal, And 94-109. Fees And By Renumbering Said Sections, By Deleting Section 94-110. Permit Suspension, By Amending Section 94-111. Permit Revocation, Appeals And By Renumbering Said Section, By Renumbering Section 94-112. Display Required, By Deleting Section 94-113. Duplicate Application And Inventory To Be Kept On Premises And Section 94-114. Records Required; Inspection, By Amending Section 94-115. Additions To Stock Prohibited And By Renumbering Said Section, By Renumbering Section 94-116. Accuracy of Advertising, By Amending Section 94-117. Statement Required in Advertising And By Renumbering Said Section, By Renumbering Section 94-118. Marketing Of Distressed Goods, By Amending Section 94-119. Doing Business Beyond Closing Date And By Renumbering Said Section, And By Adding The Following Sections, 94-114. Duties Of Permittee, 94-115. Waiver Of Provisions, 94-116. Penalties, 94-117. Possession; Further Amending Chapter 106, Streets, Sidewalks And Other Public Places At Article VII, Special Events On Public Property At Division 1. Generally By Amending Section 106-258. Penalties, By Adding The Following New Sections 106-259. Permits Nontransferable, 106-260. Waiver Of Provisions And 106-261. False Information Prohibited In Application; Further Amending Division 2. Permit At Section 106-282. Application, Section 106-283. Standards For Issuance, By Deleting Section 106-284. Notice Of Approval Or Denial, By Amending Section 106-285. Appeal Procedure And By Renumbering Said Section, By Renumbering Section 106-286. Duties of Permittee And Section 106-287. Possession, By Deleting Section 106-288. Revocation, By Amending Section 106.288.1. Walks and Runs And By Renumbering Said Section, And By Adding A New Section 106.288. Religious Holiday Symbol Permits; Providing For Severability; Providing For Repeal Of Ordinances In Conflict; Providing For Codification; Providing For An Effective Date.

John C. Randolph, Town Attorney

XII. ANY OTHER MATTERS

XIII. ADJOURNMENT

Procedures for Public Participation:

Note 1: **Live Stream audio:** To watch/listen live, visit the 'Public Meetings' webpage on the Town's website at www.townofpalmbeach.com. and select the "View Event" or "Click Here to Listen" button.

Note 2: **Procedures for Public Participation:** Any citizen is entitled to be heard concerning any matter under the sections entitled 'Communications from Citizens', 'Public Hearings', and 'Other Agenda Items', subject to the three-minute limitation. The public also can speak to any item listed on the agenda, including the consent agenda, at the time the agenda item comes up for discussion. 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. In-person or virtual Public Comment is limited to three minutes and must be preceded by your name and address for the record. As a public business meeting, the Town Council President retains the right to limit discussion on any issue.

Alternative public comment is also welcome for Town Council Meetings via four methods:

1. To make a public comment virtually (for Town Council Meetings Only), email a request to publiccomment@townofpalmbeach.com and identify the desired agenda item(s) to be addressed
2. Written public comment submittals should be sent to publiccomment@townofpalmbeach.com.
3. Direct written entry into the public meeting record through the eComment portal on the Public Meetings webpage.
4. Mail or in-person submittal of written document to the Town Clerk's Office at Town Hall no later than the Friday prior to the meeting.

Note 3: **Appeals:** If a person decides to appeal any decision made with respect to any matter considered at this meeting, they will need to ensure that a verbatim record of the proceedings is made for such purposes, which shall include the testimony and evidence upon which the appeal is to be based.

Note 4: Disabled persons needing accommodations to participate in this meeting are requested to call the Clerk's Office at (561) 838-5416 at least one day prior to the meeting.

TOWN OF PALM BEACH

Town Council Meeting on: September 12, 2023

Section of Agenda Presentations

Agenda Title
Presentation by Rove Regarding Tesla Ride Service in Palm Beach

Presenter
Lew Crampton, Town Council Member

ATTACHMENTS:

- ▣ **Presentation by Rove**



Confidential 2023

ROVE

“I love the message about giving free rides to people in the Hamptons, ‘don’t drink and drive’ and it’s also green. It’s good for the environment, and it’s good for the community.”

– VOGUE

Welcome to *Rove*

ABOUT ROVE

At Rove, we are revolutionizing the ride-sharing experience by combining cutting-edge technology with a passion for sustainability and safety. Founded in 2021 by Jack Brinkley-Cook and Gianpaolo de Felice, Rove is a first of its kind entirely electric and free micro-mobility company. Our commitment to eco-friendliness drives us to provide premium transportation solutions that are not only attainable to all but also environmentally conscious.

In the third quarter of 2023 Rove is expanding to two iconic destinations, Palm Beach, FL, and Aspen, CO. We're excited to bring the seamless, eco-friendly, and reliable Rove experience to these vibrant communities, entirely for free.



Founders Jack Brinkley-Cook and Gianpaolo De Felice

Connecting Downtown Communities

Rove works directly alongside cities, villages, and municipalities in order to make communities better connected. We help combat congestion, parking issues, and drunk driving while being available to all. Rove looks forward to expanding beyond its current markets.



Transforming *Urban* Mobility

Rove is the solution to these pressing challenges. With an entire fleet of Teslas, we offer a zero-emission and eco-friendly transportation option that prioritizes the well-being of our passengers and the planet. Our mission is to provide free short distance rides around populated downtown areas, alleviating traffic, connecting people, and removing drunk drivers from the roads.

Our fleet comprises top-of-the-line Tesla electric vehicles, ensuring passengers enjoy a comfortable, smooth, and noise-free ride, while contributing to a greener environment.

Pioneering *Eco-Friendly*

Central to our mission is our fleet of state-of-the-art Teslas. These electric vehicles boast not only impressive performance but also zero-emission capabilities, making them the perfect fit for our eco-friendly vision. By using only electric vehicles, we significantly reduce carbon emissions, promoting eco-conscious travel and environmental sustainability.



Safety is Our Priority

Safety is the bedrock of Rove's philosophy. Our handpicked team of drivers undergoes rigorous screening and extensive training to ensure that passengers are in good hands throughout their journey. With Rove, you can connect, explore, and enjoy your local surroundings without the worry of impaired or unsafe driving.



Your *Community's* Path To A Sustainable, Safe, and Better Tomorrow



Affordability

Luxury made accessible. Free rides through partnerships.



Convenience

Effortless booking with our app. Stress-free travel.



Data Collection

Continuous improvement with valuable insights.



Job Creation

Fostering local employment.



Green Commuting

Tesla EVs for a greener tomorrow.



Safer Roads

Reduces drunk driving by offering complimentary rides.



Smooth Traffic

Easing congestion, smoother commutes.

“Thanks to Rove, the first of its kind ‘micro-mobility’ model, East End locals and visitors alike can avail of free transportation in eco-friendly electric vehicles.”

— The Daily

Recognized for Our *Vision*

Rove has garnered significant attention from the media for its innovative approach to ride-sharing and commitment to sustainability. Featured in reputable publications, our mission and achievements have been recognized by industry leaders and the public alike.

Nothing Is Free In The Hamptons... Except For Rides By Rove!

by Guest of A Guest · July 18, 2023



PARTIES

With a Chic Hamptons Dinner, Jack Brinkley-Cook and Gianpaolo de Felice Feted Their Expanding Ride Service

VOGUE

Hamptons

GET AROUND THE HAMPTONS FOR FREE, THANKS TO JACK BRINKLEY-COOK & GIANPAOLO DE FELICE'S NEW ROVELOOP

the **Daily** *hamptons*

VOGUE

WWD

GUEST of a GUEST

Forbes

People

VANITY FAIR

The  INDEPENDENT

Rove is not just a ride-sharing service; it's a movement towards a greener, safer, and more connected world. Join us as we re-shape the future of urban transportation—one eco-friendly ride at a time.



ROVE

NEW YORK
LBH-4995
EXCELLENCE

NEW YORK
LCY-3340

Let's ***ROVE.***

partnerships@ridewithrove.com

TOWN OF PALM BEACH

Town Council Meeting on: September 12, 2023

Section of Agenda Minutes

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

- a. August 8, 2023, Town Council Meeting Minutes
- b. August 9, 2023, Special Town Council Meeting Minutes (Closed Door Session)
- c. August 9, 2023, Town Council Development Review Meeting Minutes

Presenter

ATTACHMENTS:

- ▣ **August 8, 2023, Town Council Meeting Minutes**
- ▣ **August 9, 2023, Special Town Council Meeting Minutes (Closed Door Session)**
- ▣ **August 9, 2023, Town Council Development Review Meeting Minutes**



TOWN OF PALM BEACH

TOWN CLERK'S OFFICE

MINUTES OF THE TOWN COUNCIL MEETING HELD ON TUESDAY, AUGUST 8, 2023

I. CALL TO ORDER AND ROLL CALL

The Town Council Meeting was called to order at 9:30 a.m. On roll call, all council members were found to be present with Mayor Moore attending virtually.

II. INVOCATION AND PLEDGE OF ALLEGIANCE

Deputy Town Clerk Gayle-Gordon gave the Invocation, and Council President Zeidman led the Pledge of Allegiance.

III. MODIFICATIONS TO THE AGENDA

The following modifications were made to the agenda:

Addition of Item No. X1.C.4 Consideration of Scheduling an Attorney/Client Session

Deferral of Item No. XII.A.1. Ordinance No. 016-2023 to the September 12, 2023, council meeting

Item No. XI.C.1. Discussion of Public Participation at Future Public Meetings moved to ANY OTHER MATTERS

IV. APPROVAL OF AGENDA

Motion was made by Council Member Araskog and seconded by Council Member Crampton to approve the agenda, as amended. On roll call vote, the Motion passed unanimously, 5-0.

V. PRESENTATIONS

A. The Palm Beach Civic Association and The Citizens' Association of Palm Beach Scholarship Award

Danielle H. Moore, Mayor

President Zeidman announced Robert LeBrun, son of Firefighter Brian LeBrun, as the recipient of the Palm Beach Civic Association and The Citizens' Association of Palm Beach Scholarship.

B. Rotary Club of Palm Beach's Flags for Heroes Scholarship Awards

Danielle H. Moore, Mayor

President Zeidman announced Annabelle Roach and Andrew Lochle as the recipients of the Rotary Club of Palm Beach's Flags for Heroes Scholarship.

C. 2023 Legislative Review

Bobby Powell, Jr., Florida Senator

Florida State Senator Bobby Powell, Jr. gave his 2023 legislative update.

Council Member Crampton commended Senator Powell for his efforts. He asked Senator Powell to give an update on the professional school that was being discussed but was put on hold due to naming issues. Senator Powell responded that he believes the project is still moving forward.

Council President Pro Tem Lindsay said the most important issue to small towns is having local control over local issues. She asked for Senator Powell's support for a resolution that will be prepared to request the state carve out the pre-emptive rule that was put forward by the agricultural industry. She does not feel there is anything agricultural about the State of Florida, yet managing the application of toxic chemicals to the island has been pre-empted by the State. Senator Powell responded.

Council Member Araskog also discussed the concerns about the erosion of home rule. She stated that the Town of Palm Beach is very historical, and some rights have been removed from the Landmarks Preservation Commission/Program. She questioned how the legislature makes decisions without looking at the whole state. She wanted to know about SB 250 and how to stop the assault on home rule. She also asked about insurance and the Form 6 requirement. She noted that the state was helping insurance companies and asked if Senator Powell thought anything would be done to help homeowners.

Senator Powell responded, encouraging attendance in Tallahassee to speak with the committee chairs and the Senate President to impress upon them the real

impact to communities across the state. He did not think anything would be done to help consumers with insurance issues.

Council Member Cooney referred to the Historic Preservation Bill, which died during the legislative session. He said the bill that blind-sided the Town of Palm Beach was the one that took away the town's ability to designate historical residential structures when there was resident opposition. It was troubling to note that the Town of Palm Beach was not invited to any discussions regarding this bill. Council Member Cooney asked if there was a better way for the Town Council to keep abreast of ongoing legislation. Senator Powell said that having a lobbyist is very important. He encouraged the cultivation of relationships with the people in Tallahassee who are on the other side and who control the committees. Senator Powell said it is near impossible to watch everything all the time during legislative sessions.

Council President Zeidman asked about the length of the bills being presented, and the process by which those bills must be considered during the legislative sessions. She said that the Town of Palm Beach Council has been blindsided twice by bills that impact the town. She said the real problem is the bills that are dropped into the process at the last minute. Council President Zeidman asked if the legislature had an appetite to extend SB 250. Senator Powell did not know the answer, but it was his understanding that the bill was retroactive and would be revisited. He asked the Town Council to present every concern about SB 250 to him. Council President Zeidman referred Senator Powell to Planning, Zoning, and Building Director Bergman.

Council President Zeidman read a statement she had written about gun safety and control. She was concerned about legislation requiring no permit to carry a firearm. She also commended Senator Powell for his support.

Mayor Moore thanked Senator Powell for attending the meeting and urged him to keep up the good work.

Council President Zeidman announced the Town Council's heartfelt wishes and prayers to Rob Weber and his family, hoping for a speedy recovery.

VI. COMMENTS OF MAYOR DANIELLE H. MOORE

Mayor Moore thanked Council President Zeidman for covering today.

VII. COMMENTS OF TOWN COUNCIL MEMBERS

Council Member Araskog was surprised and devastated when there was no more playhouse upon her return to town after being away. She noted the history of the playhouse and all the effort that went into preserving the facility. She asked Attorney Randolph to look at this because she felt, as a council member, that things were approved based upon that facility remaining.

Attorney Randolph stated that the staff was already investigating the issue Council Member Araskog raised. It has been scheduled to be in front of the Landmarks Preservation Commission at their next meeting.

Council Member Cooney acknowledged the death of Bob Eigelberger and remembered him as an essential figure in the community and with historic preservation.

Council Member Cooney shared the concern expressed by Council Member Araskog, and he believed the demolition of the playhouse merited discussion. He asked if there would be an opportunity to discuss it tomorrow during the Town Council Development meeting. He said the public is owed transparency, information, and an accounting of what happened, how and why, and what will be done differently in the future.

Council President Zeidman thought the Landmarks Preservation Commission (LPC) should discuss the issue first, followed by a discussion at a Town Council meeting.

Council Member Crampton agreed and thought the LPC could identify some of the issues and how those issues emerged before a discussion by the Town Council.

Council President Zeidman encouraged Council Member Cooney to continue to work with the LPC to help get a better process in place for the future.

Council President Pro Tem Lindsay thought that out of respect for the LPC, they should have the first opportunity to review this issue. She said the objective is to make sure there are no surprises of this nature in the future.

Council Member Cooney requested that the full perspective of this situation in a memo from the Town Attorney would be helpful.

VIII. COMMUNICATIONS FROM CITIZENS – 3-MINUTE LIMIT, PLEASE

Leslie Blackner, Attorney-at-Law, Ross Stafford Burnaman, was present on behalf of Bear Warriors United. She wrote a 60-day notice of intent to sue the Town on behalf of Bear Warriors and the sea turtles that call Palm Beach home. She said the goal of Bear Warriors is to protect Florida wildlife because an ethic of peaceful co-existence with wildlife must be embraced. She explained the issues being addressed, including dogs seen hunting and searching for sea turtles and digging at sea turtle nests on Palm Beach.

Diane Buhler, Founder/President of Friends of Palm Beach, spoke about the beach and sea turtles. She said that what the nonprofit organization does is to protect the wildlife and the beach/ocean ecosystems. Her nonprofit is funded through grants and donations. From her perspective, the off-leash privilege extended to owners at one beach section has been widely abused. She offered to reduce the off-leash timeframe to be outside turtle nesting season to offer better protection for these protected species. She stated that the Town of Palm Beach is a small but influential town that she believes would set an example to other jurisdictions. She read that

turtle monitoring is needed for the sand placement projects. The Florida Fish and Wildlife Conservation Commission (FWC) and Department of Environmental Protection (DEP) best practices that the town follows are well, but they are guidelines to work from; other towns have implemented better and more effective practices. She thanked the town for the turtle signs and stated that since COVID the number of beachgoers has multiplied. Public education is key to better protection. To raise awareness, she asked that a few more turtle nests be marked to bring awareness for beachgoers to see that turtles are present.

IX. 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 vote, the Motion passed unanimously, 5-0.

A. MINUTES

1. Town Council Meeting Minutes
Pat Gayle-Gordon, Deputy Town Clerk
 - a. July 11, 2023, Town Council Meeting Minutes
 - b. July 12, 2023, Local Planning Agency Meeting Minutes
 - c. July 12, 2023, Town Council Development Review Meeting Minutes
 - d. July 13, 2023, Special Town Council Meeting Minutes
2. Approval of Major Matters Considered by the Architectural Review Commission at its Meeting of July 26, 2023
Wayne Bergman, Director of Planning, Zoning and Building

B. OTHER

1. Request to Consider Ordinance No. 010-2023 at the August 9, 2023, Public Hearing Prior to 5:00 p.m.
Wayne Bergman, Director of Planning, Zoning and Building
2. Insurance Claim Settlement for Warren Belmar Regarding Accident on April 13, 2021
Bob Miracle, Deputy Town Manager -Finance and Administration
3. Acceptance of Donation from Raul Cesan
Nicholas Caristo, Chief of Police

X. PUBLIC HEARINGS

Council President Zeidman opened the public hearing.

Patricia Strayer, Public Works, stated there were two items for consideration. The items were related to easement abandonment, and fulfilling a commitment made by Town Council providing for anyone who voluntarily provided an easement and that rear easement was available for abandonment, the town would go through the abandonment process. Ms. Strayer stated that the first one was Phase II South. All residents within 300 ft of each easement had been notified. The public notice was in the newspaper, and a phone number and e-mail were set up for residents to respond to notifications. Several calls were received, and most were confused about the letter and the intent. The letter will be revised and clarified for the next phase. In Phase II South, there were no objections to abandoning the easements.

- A. RESOLUTION NO. 093-2023** A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Vacating and Abandoning Existing Public Utility Easements Within Phase 2 South Utility Undergrounding Project Limits, in the Town of Palm Beach, Florida.

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

There were no public comments.

Motion was made by Council President Pro Tem Lindsay and seconded by Council Member Araskog to approve Resolution No. 093-2023. On roll call vote, the Motion passed unanimously, 5-0.

- B. RESOLUTION NO. 094-2023** A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Vacating and Abandoning Existing Public Utility Easements Within Phase 4 North Utility Undergrounding Project Limits, in the Town of Palm Beach, Florida.

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

There were no public comments.

Motion was made by Council Member Crampton and seconded by Council President Pro Tem Lindsay to approve Resolution No. 094-2023. On roll call vote, the Motion passed unanimously, 5-0.

XI. REGULAR AGENDA

- A. Matters Pulled from Consent Agenda: If needed**

- B. Old Business**

1. Sea Turtle Nesting Monitoring Discussion
H. Paul Brazil, P.E., Director of Public Works

Mr. Brazil updated the Town Council on Sea Turtle Nest Monitoring. Sea turtle nest monitoring within the Town is performed under the permission and

guidance of the Florida Fish and Wildlife Conservation Commission (FWC), consistent with the FWC Marine Turtle Conservation Handbook. D.B. Ecological, Inc. (DBE) works as an agent to FWC under their direct supervision and has been surveying the Town's 12.2 miles of shoreline daily between March 1 and October 31 each year. DBE regularly communicates with FWC and Public Works and Police Department personnel.

Mr. Brazil presented information about the procedures followed for the process. He provided information for the general public on how to stay involved with the beach initiatives. He indicated that public outreach and education initiatives were also being undertaken. Mr. Brazil requested that anyone who notices any violation should call 911 or the non-emergency line to the Police Department. Response time is typically under four minutes; they are available and want to be informed of violations.

Mr. Brazil stated that Dr. Robbin Trindell will be attending the Palm Beach County Beach Management Agreement (BMA) meeting on August 24, 2023, to give background on previous years of sea turtle nesting and where the town currently stands. She will discuss the BMA as well as sea turtle nesting.

Council President Zeidman has spoken to Leslie Blackner twice, who cited what she believes to be deficiencies in our current program. She referred Ms. Zeidman to Dr. Blair Witherington, who focuses on sea turtles and who is recognized as an authority. President Zeidman explained the issues to Dr. Witherington, who emphasized prioritizing lighting and education. He said the number one cause of mortality to sea turtles is light and for this reason, the Town should focus its efforts on lighting and educate residents accordingly. Council President Zeidman believes that letters sent to each resident will change behavior regarding lighting and result in an even more successful program. She said Dr. Witherington stated he would be available for any necessary training.

Council member Crampton pointed out that the Town of Palm Beach has a model program where FWC supervises everything. He said there are more nests yearly, proving the Town is doing something right.

Council President Pro Tem Lindsay stated she has never seen as many turtle nests as she has seen this season. Last August, Dr. Trindell predicted a big year for sea turtles following the beach nourishment project. She suggested having the BMA meeting when more residents were on the island in the future. She suggested September or October.

Council Member Cooney complemented Mr. Brazil and his team for a job well done running the coastal management program. He was supportive of additional education for residents. The Shore Protection Board was tasked with some video production, and he recalled some new educational signage that would be installed at beach access points. Mr. Brazil said the next Shore Protection Board

meeting would result in recommendations to be presented to the Town Council.

Council Member Araskog asked if the council could prohibit dogs on the beach during turtle hatching season. She also made some suggestions for the letter that will be written to send to residents. Regarding beach cleaners, Council Member Araskog asked if that could occur only when needed. Mr. Brazil said there is a contract, and it is flexible. There is no set date. Beach cleaners are set at once a week, based on when high tide will be in the town's favor. There are times that twice a week is needed but fortunately, the amount of seaweed coming in has been significantly less than anticipated. Council Member Araskog asked about the ribbons to denote where there are turtle nests. Mr. Brazil said the marking placement on the nests is intentional.

Mr. Brazil thanked Code Enforcement and Rob Weber for all they have done to assist in this initiative.

A brief recess was taken at 11:43 a.m. The meeting reconvened at 11:55 a.m.

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

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

Ms. Strayer, Town Engineer, presented a comprehensive update on the undergrounding project. She said the disruptive work is still on track to end in November.

b. RESOLUTION NO. 099-2023 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Authorizing the Town Manager to Execute an Easement and Use Agreement Between the Town of Palm Beach and Florida Power & Light (FPL) at 320 South Lake Drive for Access, and Maintenance of FPL Equipment.

There were no public comments.

Motion was made by Council Member Cooney and seconded by Council Member Crampton to approve Resolution No. 099-2023. On roll call vote, the Motion passed unanimously, 5-0.

c. Approval of West Palm Beach Decorative Screening of Town Property Located Within West Palm Beach.

Ms. Strayer presented a map of the Town's property at the intersection of Quadrille and 6th Street. Approximately one year ago, a permit was sought to use this area as the lay-down area for undergrounding. The

permit was approved. Within the last two months, a request was received from the City of West Palm to place their screening on the fence advertising their NORA project. Graphics were presented for what the screening would look like. Ms. Strayer asked if the Town Council would approve the City of West Palm Beach to install and maintain the screening.

Council Member Crampton was prepared to support the request. He thought that property may be connected with the further development of the NORA project.

Mayor Moore expressed concerns about advertising on the screen fence. She was cautious about setting a precedent and did not think this was a good idea.

Council Member Araskog agreed with Mayor Moore.

Council President Pro Tem Lindsay suggested a ground lease, as alluded to by Council Member Crampton. She did not think allowing the screening with advertising was a good idea, although the Town does appreciate the City of West Palm Beach.

Council Member Cooney agreed with the rest of the council, although he thought it could work.

Motion was made by Council Member Araskog and seconded by Council President Pro Tem Lindsay to deny the request for advertising on the fencing material but to not prohibit staff from returning to the Town Council with a different proposal.

Mr. Brazil asked if the City of West Palm Beach was doing something that was not NORA-related, and if the Town Council would be willing to consider it. The consensus was yes.

On roll call vote, the motion passed unanimously, 5-0.

3. RESOLUTION NO. 095-2023 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving the Award of Proposal for Paving Oversight - Undergrounding Phase 4 North to Chen Moore and Associates in the Amount of \$78,190 and Establishing a Project Budget of \$89,900.

Dean Mealy, Procurement and Contract Manager

Ms. Strayer stated that items 3 and 4 are about the paving of Phase 4 North. She said the typical practice is to get the poles down prior to paving. The

bid came in significantly lower than the engineer's cost. She stated that staff recommends moving forward with paving Phase 4, then allowing the paving to cure and the temperatures to drop. In January/February, staff would begin working with Florida Power and Light to remove poles. This allows the town to take advantage of a good price for paving and removing the poles.

Council President Zeidman asked about the projects in Phase 4. On Monterey, paving will be done, and there have been concerns about how it would be done. Ms. Strayer explained the process and how the staff has been working with the property owners and vendors in preparation for the paving project. Mr. Brazil said the work would be disruptive, and no one would be permitted to use the street during the paving project.

Council Member Crampton asked if the milling and pole pulling could be scheduled at a time that is not during the season. Ms. Strayer said the milling will be done before the season. However, the asphalt has to cure, and temperatures need to be lower before the poles can be pulled.

Council Member Cooney asked if the staff is confident that the paving will be a quality job as long as appropriate time is allowed for curing. Ms. Strayer said yes, plus the lower temperatures will help.

Council Member Araskog affirmed that provisions will be made for the residents to get in and out, and Ms. Strayer said yes.

There were no public comments.

Motion was made by Council Member Araskog and seconded by Council Member Crampton to approve Resolution No. 095-2023. On roll call vote, the Motion passed unanimously, 5-0.

4. RESOLUTION NO. 096-2023 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 Phase 4 North to M&M Asphalt Maintenance, Inc. dba All County Paving in the Amount of \$499,822 and Establishing a Project Budget of \$625,000.
Dean Mealy, Procurement and Contract Manager

Motion was made by Council Member Cooney and seconded by Council President Pro Tem Lindsay to approve Resolution No. 096-2023. On roll call vote, the Motion passed unanimously, 5-0.

5. RESOLUTION NO. 097-2023 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida,

Approving the Award of GMP to Burkhardt Construction, Inc. for Phase 7 North in the Amount of \$10,472,977 and Establishing a Project Budget of \$10,900,000.

Dean Mealy, Procurement and Contract Manager

Ms. Strayer explained Resolution No. 097-2023. She said phase 7 North came in less than was anticipated, and a limit of 7% increase has been secured on unit rates.

Motion was made by Council Member Crampton and seconded by Council Member Cooney to approve Resolution No. 097-2023. On roll call vote, the Motion passed unanimously, 5-0.

6. RESOLUTION NO. 098-2023 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving the Purchase Order to Kimley-Horn and Associates, Inc. for the Townwide Undergrounding of Utilities Program, Phase 7 North Construction Phase Services in the amount of \$354,458 and Establishing a Project Budget of \$395,800.

Dean Mealy, Procurement and Contract Manager

Motion was made by Council Member Cooney and seconded by Council Member Araskog to approve Resolution No. 098-2023. On roll call vote, the Motion passed unanimously, 5-0.

C. New Business

1. Discussion of Public Participation at Future Public Meetings
Margaret A. Zeidman, Town Council President

This item was pulled and heard under ANY OTHER MATTERS.

2. Discussion Regarding Succession Planning For Future Town Council Members
Margaret A. Zeidman, Town Council President

Council President Zeidman said this has come up before, and it is about the Charter, which does not contain a provision for taking off the month of August. By Charter, the Town Council must meet monthly. If the Town Council wished to take August off, it would have to be approved by referendum. This is being brought up because it is believed that if the month of August was eliminated from required meetings, there may be more interest from residents who would like to serve the town.

Council Members discussed the cost of putting this request on a ballot.

Council Member Araskog was hesitant because of the budget process and the history and potential need for council action. In addition, some of the code would have to be changed for development review due to the review periods required. She was not supportive of this request.

Council President Pro Tem Lindsay would be supportive of having the ability to hold the August meetings virtually.

To change the August meeting to virtual would require a change in legislation, and Senator Powell must be on board to support the request. Mr. Blouin commented that changing the Charter would be easier than changing legislation.

Council President Zeidman thought this issue should be raised for a legislative change. Mr. Blouin stated that this is a statewide issue.

Council President Pro Tem Lindsay thought the Town of Palm Beach should communicate with and get some other municipalities who are interested in supporting the request.

Mayor Moore thought Senator Powell should be included in the decision to move forward. She noted that Richard Radcliff will do a seminar on Form 6 next month, and his opinion could be sought about this request. Mayor Moore thought it would be best to have several municipalities on board. She was also willing to have conversations with the Florida League of Cities.

The Council consensus was to have Mayor Moore move forward to see if this request would get any support and report back to the Town Council.

Council Member Araskog brought some information to the Town Council regarding hours of operation.

A lunch recess was taken at 12:56 p.m. The meeting reconvened at 1:38 p.m.

3. Discussion Regarding Use of Pesticides

Bobbie D. Lindsay, Town Council President Pro Tem

Council President Pro Tem Lindsay stated that in 2022, the Town Council unanimously approved a Resolution asking the Florida Legislature to carve out Palm Beach from a pre-emptive law that would prohibit any municipality, county, or other area of Florida other than the state to manage or control the application of pesticides. The Council agreed that so many pesticides end up in one of two waterways. As a barrier island, it was felt that this resolution was passed to support the agricultural community. She thought the Town Council was very proud of the town staff for finding a way to deal with the legislation,

Council President Pro Tem Lindsay requested that the Resolution be re-sent to the Governor along with the Intracoastal Waterway (ICW) study, again asking for the waters that border the property or are coastal and non-agricultural communities to be exempted from the pesticide rule. She talked about a bill introduced by Senator Booker and several others that did not die during the past session. The bill was entitled “Protect America’s Children from Toxic Pesticides Act,” this bill would amend the Federal Insecticide, Fungicide, and Rodenticide Act to protect the safety of children fully and to remove these dangerous chemicals from use. If approved, the bill would also restore home rule power concerning pesticides. She asked what the Town Council could do to support this bill.

Discussion ensued regarding actions the council could and should take to support the legislation. Council Member Crampton suggested focusing on applicators. He said that when applicators deal with toxic chemicals, they need training, permits, and personal protection. He does not believe the current landscape companies are following those rules. He thought someone needed to ensure these folks have the right permits, training, and protections.

Council President Zeidman asked if the Town should require people handling toxic chemicals to register. Mr. Blouin did not think the Town would have training or the ability to legislate or enforce use of toxic chemicals.

Council Member Araskog thought the town could ask landscapers to submit their certifications to the town. She thinks something needs to be done to control the use of toxic chemicals.

Mayor Moore would be happy to move this forward but would like to ensure the proposed process has been properly vetted. She recommended sending the proposed plan to ORS for further study. Subsequently, staff would draft letters, and Mayor Moore would get them sent.

Council President Zeidman noted the first thing brought up was the resolution, exemption from the pre-emption by the state. She asked Mayor Moore if it would be okay to move forward with the exemption to the pre-emption as soon as next month. Mayor Moore said yes, she would like to have more backup before contacting the appropriate parties.

Council Member Cooney agreed with the issues associated with toxic chemical use. People are concerned about the toxic chemicals they are exposed to daily.

The consensus of the Town Council was to direct staff to bring the issue to

the ORS Committee and to direct Attorney Lisa Interlandi to prepare a Resolution to be heard at the September 12, 2023, Town Council meeting.

4. Consideration of Scheduling an Attorney/Client Session immediately following the 2:00 PM Time Certain during the Town Council Meeting on August 9, 2023, in the Town Council Chambers, 360 S. County Road, Palm Beach, Florida, to discuss the following matters: Stoia vs. Town of Palm Beach, Case No. 502022CA008833XXXXMBAD and Stoia vs. Town of Palm Beach, Case No. 502022CA008861XXXXMBAD in the Circuit Court of Palm Beach County Florida, Attorney/Client Attendees: Danielle H. Moore, Mayor; Margaret A. Zeidman, President; Bobbie D. Lindsay, President Pro Tem; Julie Araskog, Ted Cooney, Lew Crampton; Kirk Blouin, Town Manager, Town Attorneys John C. Randolph and Joanne O'Connor; and Court Reporter from Pleasanton & Marsaa, Court Reporters.
John C. Randolph, Town Attorney

This item was heard under ANY OTHER MATTERS

Motion was made by Council Member Crampton and seconded by Council President Pro Tem Lindsay to schedule the Attorney/Client session immediately after the 2:00 PM Time Certain during the Town Council Meeting on August 9, 2023. On roll call, the Motion passed 4-0 with Council Member Araskog absent.

XII. ORDINANCES

A. First Reading

1. Proposed Ordinance to Amend the Town Code Relative to Town Clerk Issued Permits

ORDINANCE NO. 016-2023 An Ordinance of The Town Council of The Town of Palm Beach, Palm Beach County, Florida Providing Amendments To The Application Procedures For Various Events In The Town Including Amendments To Chapter 10, Animals; Section 10-10, Temporary Permit; Section 10-11, Penalties; And By Adding New Sections 1-12, Duties of Permittee; 10-13, False Information Prohibited In Application; 10-15 Waiver of Provisions; And 10-16, Possession; Also Amending Chapter 22, Businesses At Article IV. Commercial Motion Picture Making, Division I. Generally At Section 22-127. Penalty For Violations, Division 2. Permit At 22-151, Required Application Fee, Section 22-152. Application Section 22-153. Prerequisite To Issuance and by Adding New Sections 22-154. Appeals, 22-155. Duties of Permittee, 22-156. False Information Prohibited in Application, 22-157. Permits Nontransferable, 22-158. Waiver of Provisions And 22-159 Possession; Amending

Chapter 78, Peddlers and Solicitors at Article III. Charitable Solicitations Division 1. Generally, By Deleting Section 78-79. Receipts Required and by Adding Section 78-81 Duties of Permittee And 78-82. Possession; Further Amending Division 2. Permit At Section 78-102. Application. Section 78-104. Town To Issue Permit, Section 78-105. Fees, Section 78-109. Permit Suspension, Revocation, By Deleting Section 78-110. Permittee To Keep Records, Section 78-111. Reports Required and by Amending Section 78-112. Appeals And Section 78-113. Penalties and by Renumbering Said Section; Further Amending Chapter 94. Sales At Article II. Auctions And Auctioneers at Section 94-35. Application, At Section 94-36. Standards For Issuance, By Deleting Section 94-37. Notice of Approval or Denial, By Amending Section 94-38, Appeal Procedure, By Deleting Section 94-41. Revocation. And By Adding the Following New Section 94-42. False Information Prohibited in Application, 94-43. Permits Nontransferable And 94-44. Waiver Of Provisions; Further Amending Article III, Closing Out or Distress Sales at Division 2. Permit By Amending Section 94-101. Required, By Deleting Section 94-102. Application Required Form, Contents, By Deleting Section 94-104. Investigation, Issuance of Permit Duration, By Amending Section 94-107. Denial Of Permit, By Amending Section 94-108. Renewal, Section 94-109. Fees, By Deleting Section 94-110. Permit Suspension, Section 94-111. Permit Revocation Appeals, By Deleting Section 94-113. Duplicate Application and Inventory to be Kept on Premises, By Deleting 94-114. Records Required; Inspection, By Amending Section 94-115. Additions To Stock Prohibited and by Adding the Following Sections, 94-120. Duties Of Permittee, 94-121. Waiver Of Provisions, And 94-122. Penalties; Further Amending Chapter 106, Streets, Sidewalks and Other Public Places at Article VII, Special Events on Public Property by Amending Section 106-258. Penalties, By Adding Sections 106-259. Permits Non-Transferable, 106.260. Waiver Of Provisions And 106.261. False Information Prohibited in Application, Amending Division 2 Permit at Section 106-282. Application, Section 106-283. Standards For Issuance, Deleting Section 106-284. Notice Of Approval or Denial Amending Section 106-285. Appeal Procedure, Deleting Section 106-288. Revocation; By Amending Section 106.288.1. Walks and Runs; Renumbering Said Sections; By Adding a New Section 106.288. Religious Holiday Symbol Permits; Providing for Severability; Providing for Repeal of Ordinances in Conflict; Providing for Codification; Providing for an Effective Date.

John C. Randolph, Town Attorney

This item was heard under ANY OTHER MATTERS

XIII. ANY OTHER MATTERS

1. Discussion of Public Participation at Future Public Meetings
Margaret A. Zeidman, Town Council President

Council President Zeidman stated there is no way for residents, in real time, to respond to something they hear during an ARCOM meeting concerning a project close to them. She acknowledged they are noticed and can write letters or e-mail, but they need help participating in a live meeting. There have been some letters expressing concern.

Council President Zeidman had some suggestions for allowing public input. She felt that some of the issues were budget-related since it would require a staff member to work meetings, allowing virtual public participation.

Council Member Cooney stated that coming out of COVID, the notion of keeping the Zoom portion of meetings active was exciting. He thought the participation level was important, particularly in a seasonal community where business does not stop in the off-season. He was surprised at the lack of participation in using a virtual service and weighing that against the cost of resources. He said there was very little participation when Zoom was available to residents.

Council President Pro Tem Lindsay said there may be a middle ground. She said Town Council does not generally review items that will impact a particular homeowner. However, ARCOM and LPC do review items that will impact close and/or adjacent neighbors.

Mr. Randolph said the issue being discussed would be a policy decision on the part of the Town Council. He asked if the Town Council would like to create an exception to deal with the upcoming ARCOM or LPC meetings.

Mayor Moore agreed that it would be difficult to determine what rises to the level of needing the Zoom technology. She stated that the meetings are public and people are welcome to attend or send a representative.

Council Member Araskog believed that virtual technology should be used during the summer.

Council Member Crampton suggested that Mr. Bergman and his staff would know which projects would draw public interest. He does not think virtual participation should be allowed for all meetings at all times.

Council President Zeidman would like to correspond with the ARCOM and LPC Chairs to get their thoughts.

Council President Pro Tem Lindsay thought it would be helpful to find a way for people to participate virtually during the summer.

Andy Jadoo, Information Technology Director, stated that three systems are currently being used. He said a new system will be in place at the end of August.

Bob Miracle, Deputy Town Manager – Finance and Administration, stated that the new software system will have no impact on the end-user who will be listening to the meeting.

The majority consensus of the Town Council was to approve virtual public participation at the August ARCOM meeting and to take this issue up at a future Council meeting.

2. Consideration of Scheduling an Attorney/Client Session immediately following the 2:00 PM Time Certain during the Town Council Meeting on August 9, 2023, in the Town Council Chambers, 360 S. County Road, Palm Beach, Florida, to discuss the following matters: Stoia vs. Town of Palm Beach, Case No. 502022CA008833XXXXMBAD and Stoia vs. Town of Palm Beach, Case No. 502022CA008861XXXXMBAD in the Circuit Court of Palm Beach County Florida, Attorney/Client Attendees: Danielle H. Moore, Mayor; Margaret A. Zeidman, President; Bobbie D. Lindsay, President Pro Tem; Julie Araskog, Ted Cooney, Lew Crampton; Kirk Blouin, Town Manager, Town Attorneys John C. Randolph and Joanne O'Connor; and Court Reporter from Pleasanton & Marsaa, Court Reporters.
John C. Randolph, Town Attorney

Town Attorney Randolph asked advice for an attorney/client privileged session immediately following the 2:00 PM. time certain item on August 9, 2023, during the Town Council meeting, in Town Council Chambers at 360 S. County Road, Palm Beach, Florida, to discuss the following matters: Stoia vs. Town of Palm Beach, Case No. 502022CA008833XXXXMBAD and Stoia vs. own of Palm Beach, Case No. 502022CA008861XXXXMBAD in the Circuit Court of Palm Beach County, Florida, Attorney/Client Attendees: Danielle H. Moore, Mayor; Margaret A. Zeidman, President; Bobbie D. Lindsay, President Pro Tem; Julie Araskog, Ted Cooney, Lew Crampton, Kirk Blouin, Town Manager, Town Attorneys John C. Randolph and Joanne O'Connor; and Court Reporter from Pleasanton & Marsaa, Court Reporters.

Motion was made by Crampton and seconded by Council President Pro Tem Lindsay to approve scheduling of an attorney/client privileged session immediately following the 2:00 PM time certain item on August 9, 2023, during the Town Council Meeting, in Town Council Chambers

at 360 S. County Road. On roll call vote, the motion carried unanimously, 4-0. Council Member Araskog had left the meeting for an appointment.

3. ORDINANCE NO. 016-2023

Mr. Randolph stated that the ordinance's first reading was taken off the agenda to allow staff to make small changes. Jessica Savidge, Administrative Manager, briefly explained the ordinance that will be further discussed upon first reading.

XIV. ADJOURNMENT

Motion was made by Council Member Cooney and seconded by Council Member Crampton to adjourn the August 8, 2023, Town Council Meeting at 3:13 PM. On roll call, the Motion passed 4-0 with Council Member Araskog absent.

APPROVED:

Margaret A. Zeidman, Town Council President

ATTEST:

Pat Gayle-Gordon, Deputy Town Clerk

Date



TOWN OF PALM BEACH

Minutes of the Special Town Council Meeting Held on August 9, 2023

I. CALL TO ORDER AND ROLL CALL

The Special Closed Door Town Council Meeting was called to order on August 9, 2023, at 4:02 p.m. On roll call, all elected officials were found to be present, with Mayor Moore, participating virtually.

II. APPROVAL OF THE AGENDA

Council President Zeidman called for an approval of the agenda.

Motion made by Council Member Cooney and seconded by Council Member Crampton to approve the agenda as presented. Motion carried unanimously, 5-0.

III. TOWN COUNCIL PRESIDENT ANNOUNCES:

Council President Zeidman announced the following:

A closed-door attorney-client session pursuant to Section 286.011(8) to discuss the following matter: in Re: Stoia vs. Town of Palm Beach Case No. 502022CA008833XXXXMBAD in the Circuit Court of Palm Beach County, Florida, and Stoia vs. Town of Palm Beach Case No. 502022CA008861XXXXMBAD, pursuant to the request for advice by the town attorney. The meeting will take place in the conference room behind Town Council Chambers, Second Floor, 360 South County Road, with the following persons in attendance: Danielle H. Moore, Mayor, Margaret A. Zeidman, President, Bobbie D. Lindsay, President Pro Tem, Julie Araskog, Ted Cooney, Lew

Crampton, Kirk Blouin, Town Manager, Town Attorneys John C. Randolph, and Joanne O'Conner; and court reporter from Pleasanton & Marsaa Court Reporting. The estimated length of the session is approximately forty-five minutes.

IV. ATTENDEES RETIRE TO THE CONFERENCE ROOM

The Town Council Members retired to the conference room at 4:04 p.m.

V. RECONVENE SPECIAL TOWN COUNCIL MEETING

The Town Council reconvened in the Town Council Chambers at 4:18 p.m.

Please note: Mayor Moore participated in the closed-door session telephonically.

Council President Zeidman announced that a consensus was achieved during the closed-door session.

Council President Zeidman announced that the Council directed Town Attorneys Randolph and O'Conner to accept the terms presented in the mediation.

Motion made by Council Member Cooney and seconded by Council President Pro Tem Lindsay to accept the attorneys' advice regarding the terms outlined in the mediation. Motion carried unanimously, 5-0.

VI. ANY OTHER MATTERS

There were no other matters for discussion.

VII. ADJOURNMENT

Motion made by Council Member Cooney and seconded by Council Member Crampton to adjourn the Special Town Council meeting at 4:20 p.m. Motion carried unanimously, 5-0.

APPROVED:

Margaret Zeidman, Town Council President

ATTEST:

Kelly Churney, Deputy Town Clerk
Date:



TOWN OF PALM BEACH

Minutes of the Development Review
Town Council Meeting
Held on August 9, 2023

I. CALL TO ORDER AND ROLL CALL

The Development Review Town Council Meeting was called to order on August 9, 2023, at 9:30 a.m. On roll call, all elected officials were found to be present, with Mayor Moore participating virtually.

II. COMMENTS OF MAYOR DANIELLE H. MOORE

Mayor Moore stated she did not have any comments.

III. COMMENTS OF TOWN COUNCIL MEMBERS

Council Member Araskog asked to discuss a possible template for future declaration of use agreements. She suggested that the item be placed on the September agenda. Mr. Bergman said he would do his best to prepare a template for that meeting.

IV. COMMUNICATIONS FROM CITIZENS – 3-MINUTE LIMIT, PLEASE

No one indicated a desire to speak.

V. APPROVAL OF AGENDA

Wayne Bergman, Director of Planning, Zoning and Building, introduced one modification to the agenda.

Addition of Waiver of Section 18-237, For Building Permit Extension at 150 El Vedado Road under VII., D. Time Extensions and Waivers.

Council President Zeidman asked to discuss Time Extensions, Building Permit Waivers, and the method in which neighbors are noticed under Item IX - Any Other Matters.

Motion made by Council Member Araskog and seconded by Council Member Cooney to approve the agenda as amended. Motion carried unanimously, 5-0.

Council Member Araskog asked to hear updates on Code Review at upcoming meetings where Sean Suder would not be presenting. Mr. Bergman stated that Mr. Suder would be presenting an update in September.

VI. DEVELOPMENT REVIEWS

A. **Declaration of Use Agreements**

1. **ZON-23-046 329 WORTH AVE - SPECIAL EXCEPTION WITH SITE PLAN REVIEW - CHURCHILL CIGAR COMPANY DECLARATION OF USE AGREEMENT**

Council Member Araskog asked if the use listed in the agreement could be changed from bar/nightclub to something different so a future tenant could not use the space as a bar/nightclub.

Maura Ziska, attorney for the applicant, stated she could change the use to a cigar lounge. Town Attorney Randolph advised that the approval did not run with the land and that any future tenant would need a special exception from the Town Council.

Mr. Bergman stated that he had no comments regarding the application.

Council Member Araskog asked to add “and any other issues that may arise” to Article 4, Number 3. Ms. Ziska agreed to the change.

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

Motion made by Council Member Araskog and seconded by Council Member Crampton to approve the declaration of use agreement as amended, with the addition “and any other issues that may arise.” to Article 4, Number 3 and the condition that the bar/lounge shall return to Town Council in May 2024 to review the operation of the business. Motion carried unanimously, 5-0.

2. **ZON-23-019 (COA-23-002) 363 COCOANUT ROW - THE VINETA HOTEL (COMBO) - SPECIAL EXCEPTION WITH SITE PLAN REVIEW AND VARIANCES** - Declaration of Use Agreement & Seating Chart Review **2:00 PM TIME CERTAIN**

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

M. Timothy Hanlon, attorney on behalf of the Oetker Collection, noted that the owners and operators had made great efforts to collaborate with the Town and surrounding property owners on this project. He reviewed some of the changes that had been made to the project since its inception.

Council Member Araskog expressed her opinion regarding restrictions in the declaration of use agreement.

Council Member Cooney asked if Town Attorney Joanne O’Conner would review changes in the declaration of use agreement made since the last meeting.

Attorney O’Conner reviewed all the changes in the agreement, page by page.

Attorney Randolph advised that he had suggested a change to Article VI, which indicated that any future owner or operator would have to renegotiate a new declaration of use agreement.

Council Member Araskog commented about some conditions she thought the Town Council had requested to be included. She stated she did not see those changes in the agreement. Additionally, she reviewed items she believed were left out of the agreement.

Council Member Cooney asked about a new item added to Article VI. He wondered how it would relate to Article II. Town Attorney Randolph advised that he thought it was consistent, and once notice was provided, renegotiation of use would commence.

Council President Zeidman reviewed the items brought up by Council Member Araskog. After discussion, the Town Council decided not to include a volume-limiting agent or any such language relating to landscaping. Attorney Hanlon agreed to include a statement that would eliminate the opportunity for a dance floor and a statement that would ban the use of an independent subwoofer under paragraph 6(a).

Duarte Bon de Sousa, Oetker Collection, raised the issue of the need to control the overall volume. He concurred with including language to disallow additional independent subwoofer equipment.

Council President Zeidman asked Ms. Churney to read the motion from the April 2023, Town Council meeting. Ms. Churney read the motion to the Town Council.

Council President Zeidman warned that a Declaration of Use Agreement was intended to provide protection for residents and the Town as a whole, but it was not possible to include every potential issue that might arise.

Following extensive discussion about the declaration of use agreement and the language therein, the following decisions were reached by a majority of the council:

Item #5 – The following sentence shall remain as written: “as shown in the hour-by-hour seating plan, all food and beverage service should close to the public no later than midnight. Then added was “for purposes of this agreement, the term closed to the public shall specifically not apply to food and beverage service in specific rooms that offer services at a given time only to hotel guests, employees, owners of the property, owners of the hotel operator and guests of hotel guests.”

Item #6 – The definition of “Largely Electronic Music” shall remain as written since sound has to be controlled.

Addition of language to disallow any additional independent subwoofer.

Item #6B – The wording “without limitation” shall be removed, and the remainder shall remain as written, to allow ambient music outdoors.

Item #7 shall remain as written.

Council President Zeidman stated that the Town Council was trying to reach a point where the neighbors would be protected, and the business would be viable.

Item #15 – A majority of the Town Council agreed that a review would occur after the first two seasons. If neighborhood complaints constituted a violation of the declaration of use agreement or the town code, those complaints would be addressed.

Mr. Randolph asked Mr. Hanlon if he was concerned about language that referred to a change in ownership, or if he would rather have the agreement read: “in the event of a change in operator, the owner shall be required to renegotiate the declaration of use agreement.” Mr. Hanlon said that legally, if an owner would sell, he would sell pursuant to the operating agreement with the operator and subject to zoning rules and the Declaration of Use Agreement.

Mr. Randolph clarified that if an owner sold, the owner would be bound by the Declaration of Use Agreement. However, if there were a new operator, the agreement would have to be renegotiated. Mr. Hanlon affirmed his understanding.

Council Member Araskog noted her biggest concerns were the guests of guests and hotel staff. She noted that a discussion should take place regarding what time the music would end. Mr. Hanlon said it was not addressed in the agreement because there was a restriction to prohibit music that may be heard outside the facility.

Council President Zeidman called for public comment.

John Corey, 426 Australian Avenue, thought the declaration of use agreement should be simple and straightforward for anyone, including the Code Enforcement team, to interpret. He expressed concern about the number of seats allowed and the closing time set forth in the agreement.

Maisie Grace, 247 Seaspray Avenue, expressed concern about the restaurant’s closing time and asked for a hard stop at midnight. She also expressed concern about reaching a Code Enforcement officer after 5 p.m. and, if contacted, whether Code Enforcement personnel would be able to ascertain what was allowed or disallowed according to the agreement and the town code.

Council President Pro Tem Lindsay thought the hotel operation, as it pertained to the agreement’s contents, should be reviewed before Easter, during the

season. She felt there had been enough language incorporated into the agreement. Council President Zeidman thought that was a good suggestion; however, she wanted to ensure the facility was open long enough to warrant a review.

Motion made by Council Member Cooney and seconded by Council Member Crampton to approve the declaration of use agreement as amended by the Town Council and Attorneys during the meeting. Motion carried 4-1, with Council Member Araskog dissenting.

B. Appeals

1. Appeal of ARCOM Approval of 232 Colonial Lane at the May 24, 2023, Meeting
Scott M. Zaslav, Zaslav & Armbruster, P.A.

Attorney Scott Zaslav, representing Steven and Heather Wolf at 225 Monterey Road, outlined his arguments for the reasons he believed the Architectural Review Commission (ARCOM) decision to approve the request at 232 Colonial Lane should be overturned.

Attorney Jamie Crowley, representing the owners at 232 Colonial Lane, provided rebuttal arguments to the statements made by Attorney Zaslav.

Attorney Zaslav responded to Attorney Crowley's comments.

Town Attorney Randolph stated that the Town Code did not require ARCOM members to state the evidence when approving a project; however, the criteria were used for denial. He further noted case law, which stated that the reviewing body would not reweigh the evidence but would only look at the record to determine whether there was substantial competent evidence to support the decision made. The role of the Town Council was not an application of the law. The Council reviewed the record to ensure substantial competent evidence was available for ARCOM.

Council Member Araskog asked Mr. Zaslav to explain how evidence was presented to indicate that there was an easement. Mr. Zaslav cited testimony, which was reflected on page 8 of his provided transcript. He added that ARCOM did not state any of the criteria considered when discussing the project.

Council Member Crampton did not see an issue with the project and thought the owners of 232 Colonial Lane should have a right to fully use their backyard. He noted that both sides of the fence would want privacy. Attorney Zaslav argued that the owner had the right to use their property, but not to the detriment or destruction of their neighbor's property.

Mr. Crowley noted it was not the owner's responsibility to allow the neighbors access to their property so they could maintain their landscaping.

Council Member Araskog asked if removing the wall would lessen the protection from the noise. Attorney Zaslav responded that Mr. Mizell had testified that it would reduce the noise protection. Council Member Araskog asked when the Town's engineer had reviewed the project. Mr. Bergman responded that the Town's engineer's review would be conducted before the issuance of a building permit to determine whether there was a problem. Council Member Araskog asked Attorney Crowley to explain the competent, substantial evidence that supported the noise pollution would not increase with the removal of the wall. Council Member Araskog asked Mr. Randolph if the Town Council could deny and return the matter to ARCOM. Mr. Randolph said it could be remanded back to ARCOM for clarification.

Council President Zeidman thought the issue was simple and that this situation was more of a property dispute. She added that she wished the two property owners had resolved the issues before the item was presented to ARCOM. She thought ARCOM had acted appropriately, and that they had considered the issue at length.

Council President Pro Tem Lindsay agreed that it was too bad the neighbors could not agree. She thought this situation would be more common now that many of the easements were being abandoned for the undergrounding of utilities. She also thought that ARCOM had acted appropriately. She thought the material replacements were sensitive when she looked at the record, but she still believed that ARCOM acted appropriately.

Mayor Moore agreed that, based on the record, ARCOM had acted appropriately.

Council Member Araskog had difficulty with the noise pollution and wondered if there was competent, substantial evidence in the record that this was considered. Attorney Crowley stated there was still an opportunity for discussion with the neighbors.

Motion made by Council Member Crampton and seconded by Council President Pro Tem Lindsay to deny the appeal of the ARCOM action for property located at 232 Colonial Lane, based on the discussion that there was competent, substantial evidence and that the Architectural Review Commission acted appropriately. Motion carried 4-1, with Council Member Araskog dissenting.

Council Member Araskog asked staff to review the issue of removing hedges that would destroy neighbors' privacy.

Clerk's note: A short break was taken at 10:53 a.m. The meeting resumed at 11:00 a.m.

C. Variances, Special Exceptions, and Site Plan Reviews

1. Old Business

- a. **ZON-22-021 (ARC-22-022) 160 SEAVIEW AVE (COMBO) – VARIANCES** The applicant, Coral Beach Corporation (Angela Feldman, President) and Seaview Holdings, Inc. (David Feldman, Director), has filed an application requesting Town Council review for variances to exceed the point of measurement elevation higher than allowed to be measured from and to reduce the required street side yard setback for a new guest house on combined parcels at 160 and 170 Seaview Avenue. ARCOM will perform design review of the application. [The Architectural Review Commission deferred the project to their March 29, 2023, meeting.] [This project shall be deferred to the September 13, 2023, Town Council meeting pending review by the Architectural Review Commission.]
Please note: This item was deferred to the September 13, 2023, meeting at the Approval of the Agenda, Item V.

- b. **ZON-23-014 (ARC-22-243) 302 SEABREEZE AVE (COMBO) - SITE PLAN REVIEW AND VARIANCE** The applicant, Sean Rooney, has filed an application requesting town council review and approval for development of a new two-story single-family structure on a parcel, comprised of platted lots, which is deficient in lot width and lot area in the R-B zoning district requiring Site Plan Review, and a variance to provide one garage parking spot in lieu of the two required. The Architectural Commission will perform design review of the application. [The Architectural Review Commission Recommendation: Implementation of the proposed variances will not cause negative impact to the subject property. The Architectural Review Commission approved this project with conditions. Carried 7-0.]

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

Maura Ziska, attorney for the applicant, presented an overview of the project and the zoning requirements for the project.

Peter Papadopoulos, Smith and Moore Architects, presented the architectural plans proposed for a new residence.

Director Wayne Bergman provided staff comments.

Council Member Cooney was supportive of the request.

Council Member Araskog was worried about the proposed location of the generator. Attorney Ziska stated that the adjacent neighbor was in favor of the conditions. Mr. Papadopoulos stated that the generator's placement complied with the Town Code. He further described the location and his discussions with the neighbor. Council Member Araskog asked about the hardship for the two variances. Attorney Ziska outlined the hardship.

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

Motion made by Council Member Cooney and seconded by Council Member Araskog that Site Plan Review No. ZON-23-014 be approved based upon the finding that approval of the site plan will not adversely affect the public interest, and that all zoning requirements governing the use have been met and that satisfactory provision and arrangement has been made concerning items (1) through (11) of section 134-329. Motion carried unanimously, 5-0.

Motion made by Council Member Cooney and seconded by Council President Pro Tem Lindsay that Variance No. ZON-23-014 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.

- c. **ZON-22-121 (HSB-22-012) 428 CHILEAN AVE (COMBO) - VARIANCE** The applicant, David Mooney, has filed an application requesting Town Council review and approval for a variance to exceed maximum equipment screening wall height, to screen equipment in the west side yard. The Landmarks Preservation Commission shall perform design and flood plain variance review of the application. [The Landmarks Preservation Commission Recommendation: Implementation of the proposed variances will not cause negative impact to the subject property. The Landmarks Preservation Commission approved this project with conditions. Carried 7-0.]

Council Member Cooney declared ex-parte communications.

Guy Rabideau, attorney for the applicant, presented an overview of the project and the zoning requirements for the project.

Council Member Araskog asked about the hardship for the request of the variances. Mr. Rabideau responded and described the conditions for the variances.

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

Motion made by Council Member Cooney and seconded by Council Member Araskog that Variance No. ZON-22-121 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.

- d. **ZON-23-002 (ARC-22-241) 624 ISLAND DR (COMBO) - VARIANCES** The applicant, Holly Ann Bartlett, as Trustee of the 1220 South Ocean Boulevard Trust dated May 23, 2013, has filed an

application requesting Town Council review and approval Variances (1) to exceed the maximum amount of lot coverage, (2) to exceed the maximum amount of Cubic Content Ratio (CCR), (3) to exceed the maximum allowable building height, and (4) to exceed the maximum allowable overall building height, in the R-B zoning district in conjunction with the enclosure of an existing open-air courtyard of a two-story residence with a new clerestory. The Architectural Commission will perform design review of the application. [The Architectural Review Commission deferred this project for restudy to the May 24, 2023, meeting. Carried 7-0.] [This project shall be deferred to the September 13, 2023, Town Council meeting pending review by the Architectural Review Commission.]

Please note: This item was deferred to the September 13, 2023, meeting at the Approval of the Agenda, Item V.

- e. **ZON-23-020 (COA-23-003) 139 N COUNTY RD - THE PARAMOUNT THEATER (COMBO) - SPECIAL EXCEPTION WITH SITE PLAN REVIEW AND VARIANCES** The applicant, WEG Paramount LLC, has filed an application requesting Town Council review and approval for a Special Exception with Site Plan Review for the renovation of an existing Landmarked theater structure and the construction of a new three-story mixed use (retail and four residential units) development including Special Exception requests (1) to permit Private Club use in the C-TS district, (2) for square footage > 3,000 SF in the C-TS district, (3) for Restaurant use in the C-TS district, (4) for Outdoor seating use (100 seats) associated with a restaurant or private club in the C-TS district, (5) for a maximum of two stories in the C-TS district and (6) for shared parking in the C-TS district. The applicant is also seeking Site Plan Review for new building(s) or for changes in a permitted use in Sec. 134- 1107 which involve more than 2000 square feet of building floor area in the C-TS zoning district. Additionally, the applicant is seeking review and approval for Variances (1) to reduce the required front yard for new construction, (2) front side street yard for new construction, (3) and rear yard setback requirements for new construction, (4) to allow three stories in lieu of two stories in CTS district, (5) to exceed the maximum height, (6) to exceed the maximum overall building height, (7) to exceed the maximum allowable lot coverage limitation, (8) to exceed the maximum building length permitted, (9) to exceed the maximum building size (floor area) permitted, (10) to reduce the required overall landscape open space, (11) to reduce the required front yard landscape open space, (12) to reduce the required front yard setback for the subterranean parking level, (13) front side street yard setback for the subterranean parking level, (14) and rear yard setback requirements for the subterranean parking level, (15) a variance to permit tandem and triple stacking for parking in the garage structure, (16) a variance to eliminate the required onsite loading space, (17) a variance to reduce the required drive aisle width, (18) a variance to exceed the maximum drive aisle slope in a garage, (19) a variance to exceed the maximum height of a perimeter wall on a side or rear property line, and (20) a variance to allow a generator (between 64kW-100kW) within a required side or rear setback, in conjunction with the renovation of an existing Landmarked theater structure and the construction of a new three-story mixed use (retail and four residential units) development with two subterranean

parking levels (127 parked spaces). The Landmarks Preservation Commission will perform the design review. [This project shall be deferred indefinitely and will be advertised when the applicant is ready to bring the project forward for Town Council review.]

Please note: This item was deferred indefinitely at the Approval of the Agenda, Item V.

- f. **ZON-23-050 (ARC-23-036) 243 SEASPRAY AVE (COMBO) – VARIANCES** The applicant, 243 Seaspray LLC (Larry Meyer, Manager), has filed an application requesting Town Council review and approval for (2) variances for (1) a reduced west side yard setback and (2) a reduced north rear yard setback, as it pertains to construction of a new two-story single-family residence. The Architectural Commission shall perform design review of the application. [This project no longer has a zoning component and shall be withdrawn from the Town Council agenda.]

Please note: This item was withdrawn at the Approval of the Agenda, Item V.

- g. **ZON-23-063 (ARC-23-039) 599 S COUNTY RD (COMBO) – VARIANCES** The applicant SAS Realty Enterprises LLC (Greg Simonian, President), has filed an application requesting Town Council review and approval for a variance to exceed the maximum overall building height, as part of the construction of a new two-story single family dwelling. The Architectural Commission shall perform design review of the application. [This project shall be deferred to the September 13, 2023, Town Council meeting, pending review by the Architectural Review Commission.]

Please note: This item was deferred to the September 13, 2023, meeting at the Approval of the Agenda, Item V.

- h. **ZON-23-059 (ARC-23-063) 1265 N LAKE WAY (COMBO) – SITE PLAN REVIEW** The applicant, 1265 N Lake Way LLC (Maura Ziska, Manager), has filed an application requesting Town Council Site Plan Review for development of single-family dwelling on a lot deficient in lot width in the R-B zoning district. The Architectural Commission shall perform design review of the application. [This project shall be deferred to the September 13, 2023, Town Council meeting pending review by the Architectural Review Commission.]

Please note: This item was deferred to the September 13, 2023, meeting at the Approval of the Agenda, Item V.

- h. **ZON-23-021 (ARC-23-015) 320 CHILEAN AVE (COMBO) - VARIANCES** The applicants, Valentin and Yaz Hernandez, have filed an application requesting Town Council review and approval for Site Plan Review and (6) variances, including (1) to reduce side setbacks for the installation of a new pool, (2) to reduce rear setbacks for a new pool heater, (3) to place pool equipment within a yard setback more than 25 linear feet away from the pool water's edge, (4) to reduce overall Landscape Open Space below the required amount, (5) to reduce Front Yard Open Space below the required amount, and

(6) to reduce the required parking spaces, in conjunction with overall site plan modifications for an existing two-story condominium building, including landscape and hardscape improvements and the installation of a pool. The Architectural Commission will perform the design review component of the application. [The Architectural Review Commission Recommendation: Implementation of the proposed variances will not cause negative impact to the subject property. The Architectural Review Commission approved this project. Carried 7-0.]

Council Member Cooney and Araskog declared ex-parte communications.

Adam Mills, Environment Design Group, presented an overview of the project and the zoning requirements for the project. He showed the proposed landscape and hardscape plans for the project.

Director Wayne Bergman provided staff comments.

Council Member Araskog asked if the units had a unity of title. She expressed concern for the owners of the other units.

Valentin Hernandez, the owner, discussed the units he owned in the building and the plans for his residence. He discussed his desire to swim daily.

Council Member Araskog discussed the location of the pool and wondered about the hardship of the proposed location. Mr. Mills said the property was extremely tight, and relocating the pool would not be possible.

Council President Zeidman asked about the parking requirement for the units. Mr. Bergman responded and discussed that the unity of title would be required for the ground units. A discussion ensued regarding the unity of title. He said if there were 5 units, a total of 13 parking spaces would be required.

James Murphy, Assistant Director of Planning, Zoning and Building, discussed the current number of units and the parking spaces required.

Council President Zeidman inquired about whether there were any neighbor objections. Mr. Mills responded that there was an existing wall, and he had not heard any objection from neighbors. Council President Zeidman also asked about the location of the pool equipment.

Council Araskog wondered why the pool width could not be reduced to six feet. She was not in favor of the expressed hardship.

Council Member Crampton thought two feet was di minimis, but he understood Council Member Araskog's concerns. Council Member

Crampton thought it was within the Town Council's discretion to allow the request.

Council President Zeidman thought the request would be almost compliant with the Code if the pool were reduced. Mr. Mills advocated for the extra feet.

Mr. Hernandez advocated for a pool 8 feet in width. He said a pool that was only 6 feet in width would be very tight when two or more people wanted to use the pool simultaneously.

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

Mayor Moore mentioned her 10-foot-wide pool, which she thought was too narrow. She thought decreasing the density by going from 8 units to 3 owners on the island would be a positive step that should be taken into consideration.

Motion made by Council President Pro Tem Lindsay and seconded by Council Member Crampton that Variance No. ZON-23-021 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.

Council Member Araskog expressed concern for future applications that the Town may receive for similar pools. She also believed that there was no hardship for the application.

Motion carried 3-2, with Council Members Araskog and Cooney dissenting.

- j. **ZON-23-054 (ARC-23-064) 1473 N OCEAN BLVD (COMBO) – VARIANCES** The applicants, William C. Powers & Marianne Elaine Elmasri, have filed an application requesting Town Council review and approval for (2) variances from (1-2) north and south side setback requirements. The Architectural Commission shall perform design review of the application. [This project shall be deferred to the September 13, 2023, Town Council meeting, pending review by the Architectural Review Commission.]

Please note: This item was deferred to the September 13, 2023, meeting at the Approval of the Agenda, Item V.

2. New Business

- a. **ZON-23-078 (ARC-23-112) 225 WORTH AVE (COMBO) - SITE PLAN REVIEW AND VARIANCE** The applicant, 225

WORTH AVENUE HOLDINGS LLC, has filed an application requesting Town Council review and approval for Site Plan Review for hardscape modifications in the rear (north) of the property, including a Variance (1) to reduce the nonconforming landscape open space requirement. The Architectural Commission shall perform design review of the application.

There were no declarations of ex-parte communications.

Polly Daughtery, Paradelo Burgess Design Studio, presented an overview of the project and the zoning requirements for the project.

Director Wayne Bergman provided staff comments.

Council President Pro Tem Lindsay asked if the project would require native landscaping, which Mr. Bergman confirmed it would. Council President Pro Tem Lindsay encouraged the professional to use native materials and sand set pavers to improve drainage.

Council Member Cooney thought the request was reasonable and the property would be improved.

Council Member Crampton agreed with Council Member Cooney. He was supportive of Council President Pro Tem Lindsay's recommendation.

Council Member Araskog asked about permeable pavers. Council Member Araskog also asked about the existing landscaping on the site. Ms. Daughtery responded. Council Member Araskog asked about the hardship for the requested variances, to which Ms. Daughtery responded.

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 Site Plan Review No. ZON-23-078 be approved finding that approval of the Site Plan will not adversely affect the public interest, that all zoning requirements governing the use have been met and that satisfactory provision and arrangement has been made concerning items (1) through (11) of Section 134-329, and with the condition that the proposed landscape materials shall be compliant with the native planting requirements, permeable pavers shall be used and the Architectural Review Commission approves the project, 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.

Motion made by Council Member Cooney and seconded by Council Member Araskog that Variance No. ZON-23-078 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 with the condition that the proposed landscape materials shall be compliant with the native planting requirements, permeable pavers shall be used, and the Architectural Review Commission approves the project. Motion carried unanimously, 5-0.

- b. **ZON-23-079 (ARC-23-110) 2773 S OCEAN BLVD (COMBO) - SITE PLAN REVIEW AND VARIANCES** The applicant, Carlyle House Condominium, has filed an application requesting Town Council review and approval for Site Plan Review for demolition and redesign of the north and south parking areas, landscaping, new monument signage, and entry canopies, including Variances (1) to exceed the maximum allowable lot coverage, and (2) to reduce the amount of landscape open space, and (3) to maintain two nonconforming yard identification signs and (4) to exceed the maximum size of the nonconforming yard identification signs in the r-o-w, to an existing multifamily building. The Architectural Commission shall perform design review of the application.

There were no declarations of ex-parte communications.

Maura Ziska, attorney for the applicant, presented an overview of the project and the zoning requirements for the project.

Don Skowron, BGS Landscape, Architecture & Engineering, presented the landscape and hardscape plans proposed for the site.

Director Wayne Bergman provided staff comments. He noted that two of the original four variances requested have been removed.

Council President Pro Tem Lindsay asked the professional to consider using permeable pavers for the parking lot materials. Mr. Skowron stated he would consider using a permeable paver material.

Council Member Crampton agreed that the variance request was a small request.

Mayor Moore cautioned that any of the proposed changes were not something that would need to be removed due to impending FDOT changes. Mr. Skowron responded. She thought permeable pavers would significantly increase the expense of the materials, although she understood Council President Pro Tem Lindsay's suggestion.

Council Member Cooney understood that permeable pavers were a better choice; however, the owners may not support the additional cost of the material. He thought that with a lot of the deferred maintenance situations, the building recertification program, and assessments, the economic impact on residents with fixed incomes was substantial.

Council Member Araskog asked if there were other locations where additional landscape could be placed. Mr. Skowron responded that the landscape had been slightly increased. Council Member Araskog asked about the hardship for the request, to which Ms. Ziska noted that the property was already non-conforming.

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 to approve Site Plan No. ZON-23-079 based upon the finding that approval of the Site Plan will not adversely affect the public interest, that all zoning requirements governing the use have been met and that satisfactory provision and arrangement has been made concerning items (1) through (11) of Section 134-329 with the request to consider using permeable pavers, and with the condition that the Architectural Review Commission approves the project. Motion carried 4-1, with Council Member Araskog dissenting.

Motion made by Council Member Cooney and seconded by Council Member Crampton that Variance ZON-23-079 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 with the request to consider using permeable pavers, and with the condition that the Architectural Review Commission approves the project. Motion carried 3-2, with Council Member Araskog and Council President Zeidman dissenting.

c. **ZON-23-080 (ARC-23-108) 760 N OCEAN BLVD—PALM BEACH COUNTRY CLUB (COMBO)—SPECIAL EXCEPTION WITH SITE PLAN REVIEW AND VARIANCES.**

The applicant, Palm Beach Country Club, Inc. (Robert Schlager, President), has filed an application requesting Town Council review and approval for modifications to an existing previously approved private club which is a special exception use in a residential zoning district by adding two pickleball courts on the Fairview Road property owned by the Palm Beach Country Club. And Variances (1) to reduce the required side (west) setback, (2) to reduce the height of required court fencing, and (3) to reduce the height of required landscape screening. The Architectural Commission shall perform design review of the application.

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

Maura Ziska, attorney for the applicant, presented an overview of the project and the zoning requirements for the project. She noted that the property was already used for recreation, including tennis and

croquet. She also said a sound engineer was engaged who provided a plan to enhance the buffering to make the use meet the town decibel requirements.

Ron Rickert, Intelae Architect, presented the architectural plans for the proposed pickleball court.

Assistant Director Murphy stated that a sound report was submitted and included in the backup. Mr. Murphy reviewed the report.

Council President Zeidman did not believe there was enough setback on the west side and wondered if this was an appropriate location for the pickleball court. Council President Zeidman asked to review the distance from the court to the adjacent homes. Mr. Rickert responded and described the proposed buffers.

Council President Pro Tem Lindsay asked about the proposed hours of operation. Mr. Rickert stated the courts would be used from 10 a.m. to 5 p.m. Ms. Ziska stated it would be the same hours as the Padel Court.

Council President Pro Tem Lindsay asked about the location of the pickleball courts in Phipps Park and how far they were from the closest residence. Mayor Moore thought it was approximately 270 feet.

Council Member Araskog asked about the sound readings that were taken. Mr. Rickert responded.

Council President Zeidman called for public comment.

Paul Rampell, 237 Ridgeview Drive, presented his objections to the proposed pickleball courts. He felt the request should be denied. He also suggested alternate sites for the pickleball courts.

James Green, Attorney representing 241 Ridgeview Drive and other neighbors on Ridgeview and Fairview Roads, presented his objections to the proposed pickleball courts. He felt the pickleball courts would be too noisy for the surrounding residential area.

Ms. Ziska asked for a deferral of the application so they could speak with the neighbors to find an alternative location for the courts. She stated that Palm Beach Country Club desired to be a good neighbor.

Antonio Farnos, 241 Fairview Road, presented his objections to the proposed pickleball courts.

Mayor Moore thought there were other alternative locations for the pickleball courts. She thought the Council should allow the Palm Beach Country Club to return with alternative locations.

Council Member Araskog asked about the document shown, which indicated that there must be a buffer. Mr. Rampell discussed the documents shown. He said one of the documents was minutes from a meeting held in 1973, where conditions were articulated, and the

second document was a deed restriction recorded in the official records of Palm Beach County.

Ms. Ziska stated she had not seen the documents being referred to and provided rebuttal arguments to the items stated by Mr. Rampell. Ms. Ziska said those co-sections had to do with residents, and this request was for a club with a different special exception use in a residential district. Therefore, different rules are applied.

Mr. Randolph stated that even though there had been zoning arguments, there was still enough evidence before the Town Council to look at the criteria for special exception and variance to make a decision.

Council Member Araskog believed there was enough evidence to deny the application.

Council Member Cooney asked about the Code sections cited by Mr. Rampell. Mr. Rampell reviewed the Code sections.

After all the evidence was presented, Ms. Ziska requested to withdraw the application with prejudice on the floor of the meeting.

Council President Pro Tem Lindsay stated that she could not support the application because of the location of the pickleball courts in proximity to the neighbors.

Council Member Crampton agreed and thought the proposed location was not appropriate. He added that there were many better locations for the courts.

- d. **ZON-23-081 936 N LAKE WAY - VARIANCES.** The applicants, J Michael and Pamela B Cline, have filed an application requesting Town Council review and approval for two (2) Variances to install a boat lift and new dock extension onto an existing finger pier dock (1) to exceed more than 10' in width and (2) to exceed more than 30% of the lot width.

There were no declarations of ex-parte communications.

Clerk's note: Ms. Araskog left the meeting at 1:24 p.m. and was not in the room during the discussion. Ms. Araskog returned after the lunch break at 2:14 p.m.

Maura Ziska, attorney for the applicant, presented an overview of the project and the zoning requirements for the project.

Terry Isiminger, Isiminger & Stubbs, discussed the boat to be used at the proposed location.

Director Wayne Bergman provided staff comments.

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

Motion made by Council President Pro Tem Lindsay and seconded by Council Member Crampton that Variance No. ZON-23-081 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 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, 4-0.

Clerk's note: A short break was taken at 1:30 p.m. The meeting resumed at 2:14 p.m.

- e. **ZON-23-085 (ARC-23-087) 4 LA COSTA WAY (COMBO) - VARIANCE.** The applicant, LCW Trust (Geoffrey and Maureen Squibb), has filed an application requesting Town Council review and approval for a variance to reduce front yard landscape open space below the required amount due to the installation of a new generator and screening walls. The Architectural Commission shall perform the design review component of the application. [This project no longer has a zoning component and shall be withdrawn from the Town Council agenda.]

Please note: This item was withdrawn at the Approval of the Agenda, Item V.

- f. **ZON-23-086 (ARC-23-088) 292 ORANGE GROVE RD (COMBO) – VARIANCE** The applicants, Stephen and Kerri Meyers, have filed an application requesting Town Council review and approval for (1) variance to exceed the maximum Cubic Content Ratio (CCR) for the construction of a new two-story single-family residence. The Architectural Commission shall perform the design review component of the application. [The Architectural Review Commission deferred the project to their August 23, 2023, meeting.] [This project shall be deferred to the September 13, 2023, Town Council meeting pending review by the Architectural Review Commission.]

Please note: This item was deferred to the September 13, 2023, meeting at the Approval of the Agenda, Item V.

D. Time Extensions and Waivers

1. **Waiver of Town Code Section 18-237, For Building Permit Extension at 127 Dunbar Road**

Wayne Bergman, Director of Planning, Zoning and Building Department, described the building permit extension request.

George Ford, Seabreeze Building, discussed the reason for the extension request, which included material delays. He discussed how he had worked to keep the site clean and orderly.

Council Member Araskog discussed the issues in the supply chain. She added that she supported the request.

Council Member Cooney supported the request. He indicated that the change in ownership was a blessing for the future of this historic property.

Motion made by Council Member Araskog and seconded by Council Member Cooney to approve the building permit extension for 127 Dunbar Road, as requested. Motion carried unanimously, 5-0.

2. Waiver of town Code Section 18-237, For Building Permit Extension at **230 Atlantic Avenue**

Wayne Bergman, Director of Planning, Zoning and Building Department, described the building permit extension request.

Antoine Sanchez, OSCE Construction & Development, discussed the reason for the extension request, which included small items.

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

Council Member Araskog asked about the previous extension request. Mr. Bergman responded.

Motion made by Council President Pro Tem Lindsay and seconded by Council Member Araskog to approve the building permit extension as requested for 230 Atlantic Avenue, with the conditions that no work will continue during the holiday hours per the Town Code and that if there are any verifiable complaints, the Director of Planning, Zoning and Building could resolve the issue or take the matter to Town Council. Motion carried unanimously, 5-0.

3. Waiver of Town Code Section 18-237, For Building Permit Extension at **266 Colonial Lane**

Clerk's note: Council Member Crampton was not in the room during the presentation of this item.

Wayne Bergman, Director of Planning, Zoning and Building Department, described the building permit extension request to September 30, 2023. He noted the purpose of the request. Mr. Bergman said a message was received from neighbor David Kelso, but an agreement has been reached between Mr. Kelso and the contractor.

Jeff Berkoff, Bella Construction, discussed the reasons for the building permit extension request.

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

Council Member Cooney thought the project was moving in the right direction.

Motion made by Council Member Cooney and seconded by Council President Pro Tem Lindsay to approve the building permit extension request for 266 Colonial Lane, subject to the condition between the

construction company, and the neighbor, Mr. Kelso. Motion carried unanimously, 4-0.

4. **Waiver of Town Code Section 18-237, For Building Permit Extension at 525 N. County Road**

Wayne Bergman, Director of Planning, Zoning and Building Department, introduced Mr. Davis and indicated that the request was carried over from the previous month.

Hugh Davis, Davis Construction, apologized for not attending the last meeting. He reviewed the reasons for the building permit extension.

Council President Pro Tem Lindsay commented on the cleanliness of Mr. Davis's construction sites.

Council Member Araskog also complimented Mr. Davis.

Motion made by Council President Pro Tem Lindsay and seconded by Council Member Cooney to approve the building permit extension request for 525 N. County Road, until November 15, 2023. Motion carried unanimously, 5-0.

5. **Waiver of Town Code Section 24-199, For Construction Work Hour Extension at 3475 S. Ocean Blvd.**

Wayne Bergman, Director of Planning, Zoning and Building Department, described the construction work hour request.

Telisa Rivera, Best Roofing, described the construction work hour extension due to rain delays.

Motion made by Council Member Crampton and seconded by Council President Pro Tem Lindsay to approve the construction work hour extension for 3475 S. Ocean Blvd, including Saturday work, to September 29, 2023, and that if there are any verifiable complaints, the Director of Planning, Zoning and Building could resolve the issue or take the matter to Town Council. Motion carried unanimously, 5-0.

6. **Waiver of Section 18-237, Building Permit Extension at 150 El Vedado Road**

Wayne Bergman, Director of Planning, Zoning and Building Department, described the building permit extension request.

Alan Butler, Willoughby Construction, stated it had been a challenge to get the equipment necessary to complete the project. He stated that sub-contractors were parked off-site and shuttled in. Every effort had been made to be a good neighbor.

Council Member Araskog asked about the location and wondered if the neighbors had been alerted.

Motion made by Council Member Araskog and seconded by Council Member Crampton to approve the building permit extension as requested for 150 El Vedado Road, with the condition that any

restrictions in the hours listed in the Code are followed and that if there are any verifiable complaints, the Director of Planning, Zoning and Building could resolve the issue or take the matter to Town Council. Motion carried unanimously, 5-0.

VII. ORDINANCES

A. Second Reading

1. Amendment to the Definition of Building Height, Point of Measurement

Ordinance No. 011-2023: An Ordinance of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Amending Chapter 134, Zoning, Article I, in General; Section 134-2, Definitions and Rules of Construction, Related to Building Height Point of Measurement; Providing for Severability; Providing for the Repeal of Ordinances in Conflict; Providing for Codification; and Providing an Effective Date.

Director Wayne Bergman read Ordinance No. 011-2023 by title only.

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

Motion was made by Council Member Araskog and seconded by Council Member Crampton to adopt Ordinance No 011-2023 on second reading. Motion carried unanimously, 5-0.

A. First Reading

1. Amendment to the Requirements for Special Exception on Non-Conforming Lots within the Single-Family Districts

Ordinance No. 010-2023: An Ordinance of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Amending Chapter 134, Zoning, Article IV, Nonconformities, Division 4. - Land; Section 134-446. Development and Redevelopment of Nonconforming Residential Lots; Article VI, District Regulations, Division 2. - RAA Large Estate Residential District, Section 134-793. Lot, Yard, and Area Requirements; Division 3. -R-A Estate Residential District, Section 134-843. Lot, Yard, and Area Requirements; and Division 4. - R-B Low Density Residential District, Section 134-893. Lot, Yard, and Area Requirements Providing for Severability; Providing for the Repeal of Ordinances in Conflict; Providing for Codification; and Providing an Effective Date.

Director Wayne Bergman explained that the subject Code amendment had been presented to the Planning and Zoning Commission several times over the past few years, most recently on April 27, 2023. Town planning staff was directed to proceed with several code amendments identified as those that could be adopted prior to the Town Zoning Code rewrite. The proposed Code language set forth that single-family prior platted lots that do not meet the lot frontage, lot dimensions, or lot size, do not require processing an application for Special Exception Approval.

Mr. Bergman explained that many of the special exceptions and variance applications that were presented to the Town Council were required due to the existing nonconformity on which development or redevelopment was proposed. He stated that staff recommended that the Town Council approve the ordinance on first reading, accepting the preliminary findings of the proposed Code language related to non-conforming lots.

Council Member Araskog wished there had been a history of the request provided. She thought it would be important for the Town Council to have the history of projects passed on non-conforming lots.

Council Member Cooney raised the question posed in Ms. LeCates' email where maybe if 54% of the lots were non-conforming, why would the regulations not be modified to bring the homes into conformity? Mr. Bergman said that the subject should be looked at during the code review process. He noted that the Town Council had asked staff to bring this forward for consideration. He said that although he disagreed, he drafted the ordinance only to include the R-B zoning district. The R-A and R-AA would still require special exceptions and site plan approval if that were the Town Council's will. It was not his recommendation, but he still felt this request would be a positive change.

Council President Pro Tem Lindsay did not favor the change to only the R-B zoning district. She would prefer to do all or none.

Mayor Moore had more concerns about the R-B lots and thought there was more impact on the neighbor than on larger lots.

Council President Zeidman thought the ordinance needed to include all the zoning districts.

Anita Seltzer, 44 Coconut Row, discussed the ramifications of making a change. She noted that last month, most of the Town Council had voted for this item to move forward without any documentation or maps. She also noted that the Planning and Zoning Commission did not have the information. Ms. Seltzer said she felt the public needed to be better informed regarding code amendments.

Council Member Cooney said took offense to the insinuation that things were happening without the public being informed. He said the Florida Sunshine Law required transparency, and he added that ordinances required two readings. Further, residents were given the right and opportunity to participate in the approval of ordinances. Council President Zeidman shared that meetings may be reviewed on the Town website.

There was a consensus of the Town Council Members not to move forward with Ordinance No. 010-2023.

VIII. ANY OTHER MATTERS

Council Member Cooney complimented the new staff memos being produced on each project. He asked if previous zoning approvals could be included in future memos.

Council Member Crampton thought that in the future, applicants should include why they met the hardship requirements. Mr. Bergman stated that the question was in the application.

Council President Pro Tem Lindsay asked for a redline agreement of the declaration of use agreement for the Vineta Hotel once it is executed. After some discussion, the Town Council requested that the final declaration of use agreement be posted on the Town website.

Clerk's note: Mr. Cooney left the meeting at 5:21 p.m.

Mayor Moore thought it was incumbent on the applicant to research and reveal deed restrictions.

Council President Zeidman thought deed restrictions should be placed on the next agenda for discussion. Council President Zeidman also asked to place a discussion of Time Extension and Waivers on the next agenda. She thought the communication between the builders and neighbors needed to be improved.

Council Member Araskog reminded Mr. Bergman that she wanted to add a declaration of use template.

IX. ADJOURNMENT

Motion made by Council Member Araskog and seconded by Council President Pro Tem Lindsay to adjourn the meeting at 5:26 p.m. Motion carried unanimously, 5-0.

APPROVED:

Margaret A. Zeidman, Town Council President

ATTEST:

Kelly Churney, Acting Town Clerk
Date: _____

TOWN OF PALM BEACH

Town Council Meeting on: September 12, 2023

Section of Agenda

Minutes

Agenda Title

Approval of Major Matters Considered by the Architectural Review Commission at its Meeting of August 23, 2023

Presenter

Wayne Bergman, Director of Planning, Zoning and Building

ATTACHMENTS:

- **Memorandum Dated September 6, 2023 from Wayne Bergman, Director of Planning, Zoning and Building**
- **Minutes of the Architectural Review Commission Meeting of August 23, 2023**

TOWN OF PALM BEACH

Information for Town Council Meeting on: September 12, 2023

To: Mayor and Town Council

Via: Kirk Blouin, Town Manager

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

Re: Approval of the Architectural Review Commission Meeting Minutes of August 23, 2023

Date: September 6, 2023

STAFF RECOMMENDATION

Staff recommends that the Town Council approve the major items that were approved by ARCOM at the regularly scheduled meeting of August 23, 2023.

BOARD OR COMMISSION RECOMMENDATION

The Architectural Review Commission recommends that the Town Council approve major items considered at the regularly scheduled meeting of August 23, 2023.

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 23, 2023

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

Mr. Smith called the meeting to order at 9:00 a.m.

II. ROLL CALL

Jeffrey W. Smith, Chairman	PRESENT
Richard F. Sammons, Vice Chairman	PRESENT (Arrived at 9:01 a.m.)
John David Corey, Member	PRESENT
Betsy Shiverick, Member	PRESENT
Thomas Kirchhoff, Member	PRESENT
Kenn Karakul, Member	PRESENT (Arrived at 9:01 a.m.)
Elizabeth Connaughton, Member	PRESENT
Dan Floersheimer, Alternate Member	PRESENT
Joshua L. Martin, Alternate Member	PRESENT
Katherine "KT" Catlin, Alternate Member	PRESENT

Staff Members present were:

Sarah Pardue, Design & Preservation Planner
Jordan Hodges, Design & Preservation Planner
Kelly Churney, Acting Town Clerk

III. PLEDGE OF ALLEGIANCE

Chairman Smith led the Pledge of Allegiance.

IV. APPROVAL OF MINUTES

Motion made by Mr. Corey and seconded by Ms. Shiverick to approve the minutes of the July 26, 2023, meeting as presented. Motion carried unanimously, 7-0.

V. APPROVAL OF THE AGENDA

Motion made by Mr. Corey and seconded by Mr. Karakul to approve the agenda as amended. Motion carried unanimously, 7-0.

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

Ms. Churney administered the oath and continued to do so throughout the meeting as necessary.

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

Ms. Catlin thanked staff for the method by which the Commission was receiving the public comments. She asked if the Planning and Zoning Commission could review the reoccurring issues that the Commissioners were seeing.

James Murphy, Assistant Director of Planning, Zoning and Building, stated the common occurrences that the Commission recommended and items that staff had seen over the past few years were being reviewed by the zoning consultant. He indicated that if the Commissioners had other items, to please alert staff.

Mr. Corey thought the CCR in the R-B Zoning District was a common denominator among the issues. He thought the calculation should be reviewed and discussed. Mr. Murphy agreed and thought the calculation was flawed from the beginning. He thought this was one of the big issues that allowed larger homes on smaller lots.

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

There were no comments heard at this time.

IX. **PROJECT REVIEW**

A. **CONSENT AGENDA**

1. **ARC-22-095 2270 IBIS ISLE RD – EXTENSION OF TIME** The applicant, W Ibis Isle, LLC, has filed an application requesting an Extension of Time for a previously issued Architectural Commission Approval for the construction of a new two-story single-family residence with related hardscape and landscape improvements. (Originally approved at the June 29, 2022, ARCOM meeting)
2. **ARC-23-112 (ZON-23-078) 225 WORTH AVE (COMBO)** The applicant, 225 WORTH AVENUE HOLDINGS LLC, has filed an application requesting Architectural Commission review and approval for hardscape modifications in the rear (north) of the property, including a variance from landscape open space requirement. This is a combination project that shall also be reviewed by Town Council as it pertains to zoning relief/approval.
3. **ARC-23-101 155 BRAZILIAN AVE.** The applicant, Lorraine Gerrity, has filed an application requesting Architectural Commission review and approval for landscape and hardscape modifications sitewide and existing fence repair.

Clerk's note: This item was withdrawn at Item V., Approval of the Agenda.

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

B. MAJOR PROJECTS-OLDBUSINESS

1. **ARC-23-039 (ZON-23-063) 599 S. COUNTY RD (COMBO)** The applicant, SAS Realty Enterprises LLC (Greg Simonian, President), has filed an application requesting Architectural Commission review and approval for construction of a new two-story single-family residence and related landscape, hardscape and pool. The application shall be reviewed by Town Council as it pertains to zoning relief/approval.

Mr. Hodges provided staff comments on the project.

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

Rafael Portuondo, Portuondo Perotti Architects, presented the architectural modifications proposed for the new residence.

Grace Walton, Environment Design Group, presented the landscape and hardscape modifications proposed for the site.

Mr. Corey thought the home would be a nice addition to the estate section. He wondered if the proposed gates were too vernacular. Mr. Portuondo showed the gate drawings and discussed the material for the gates. Mr. Corey expressed concern for the circulation of service vehicles. Mr. Corey stated he supported the project.

Mr. Kirchhoff thought the changes to the home were a big improvement. He stated he preferred the previous front door; however, he supported the project.

Mr. Sammons thought the porticos were a bit tight. He suggested dropping the roof pitch and using a Roman tile for the roof material. He thought the home was a bit large for the roofing material proposed. Mr. Portuondo explained his design.

Mr. Karakul supported Mr. Sammons's comments. However, he thought the project was well done. He supported the garage design. He wondered if the hardscape design was too busy. Mr. Portuondo explained the reason for his design. Mr. Karakul wondered if the hardscape design would spoil the architecture. Ms. Walton further explained the hardscape design.

Mr. Floersheimer agreed with Mr. Sammons's comment on the roof material. He asked about the square footage calculations and wondered if they were correct. Raul Lima, Portuondo Perotti Architects, explained the calculations. Mr. Floersheimer advised staff to review the calculations.

Ms. Shiverick thought the changes improved the design. She wondered if the mullion pattern should be studied. Mr. Portuondo explained the study he made of the windows and explained the reasons he chose the proposed. She also agreed with Mr. Kirchhoff and preferred the previous front door. She questioned the gray color of the shutters. Mr. Portuondo stated that the shutters were green. She also agreed with Mr. Karakul that the hardscape design was too busy.

Mr. Floersheimer asked if there was a variance requested for the height. Mr. Portuondo responded.

Mr. Smith stated that the oversized hardscape was not centered with the garage. He suggested moving the approach of the garage to the south so the garage would not be seen. He thought the changes were an improvement.

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

Motion made by Mr. Karakul and seconded by Mr. Corey to approve the project as presented with the following conditions: the pitch of the roof shall be changed to a pitch of 4/12 or 5/12, the roof material shall be changed to a Roman tile, the location of the service driveway shall be moved to the south, the hardscape of the service driveway shall be simplified, and the two front-facing gates shall return to the Commission for approval. Motion carried unanimously, 7-0.

2. **ARC-23-063 (ZON-23-059) 1265 N LAKE WAY (COMBO)** The applicant, 1265 N Lake Way LLC (Maura Ziska, Manager), has filed an application requesting Architectural Commission review and approval for construction of a new two-story single-family residence with final hardscape and landscape on a nonconforming lot. The application shall be reviewed by the 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.

Daniel Menard, LaBerge & Menard, presented the architectural modifications proposed for the new residence.

Todd MacLean, Todd MacLean Outdoors, stated that the landscape and hardscape plan for the site had not changed. He reviewed the plans.

Mr. Sammons liked the design better than the previous proposal. He suggested a redesign for the roof to come to a point, even if it needed a variance. He thought the roof was overly complicated as designed. He thought there was too much fenestration on the rear of the home. He thought the bump out on the home created a big cricket on the roof. He thought a big problem was the wood columns that were holding up concrete. He provided suggestions to introduce wood.

Ms. Catlin thought the home was much improved and had warmth. She requested that the truck logistic plan use N. County Road rather than N. Lake Way.

Mr. Corey thought the home was much improved and heading in the right direction. He suggested a restudy to look at the opportunities to break the long ridge facing west and the columns used to support the ridge. Mr. Corey asked to see the landscaping along the Lake Trail. Mr. Maclean responded and discussed

the materials to be used. Mr. Corey asked for a shade to be added on the west side next to the Lake Trail.

Mr. Karakul was in favor of the home and thought it would be a nice addition to the area. He thought just a few areas needed some restudy.

Mr. Floersheimer liked the home and the warmth of the wood. He asked about the material for the gate. Mr. Menard responded and discussed the color of the gate.

Mr. Kirchhoff thought the changes were superior to the previous proposal. He suggested that the shutters be changed to louvers rather than gray shutters. Mr. Menard responded and explained his design.

Ms. Shiverick liked the home and thought the Polynesian design could be taken further. She recommended looking at similar homes, particularly one on Blossom Way. She suggested moving a bit darker in the wood color. She asked about the color of the home. Mr. Menard stated the proposed body color was slightly gray and showed a sample. Ms. Shiverick recommended moving a bit lighter in the color for the body of the home.

Mr. Martin thought the home was a bit too formal. He questioned the run from east to west and wondered if it was appropriate for the style.

Mr. Smith thought the design was a vast improvement. He thought the design fit into the area. He questioned the width of the gate on the Lake Trail and provided a suggestion for a modification. He also provided a suggestion for the roof design.

Mr. Connaughton questioned the long run on the north side of the home and suggested it be broken up.

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

Motion made by Mr. Karakul and seconded by Mr. Corey to defer the project to the September 27, 2023, meeting in accordance with the comments of the Commissioners. Motion carried unanimously, 7-0.

3. **ARC-23-074 (ZON-23-061) 100 WORTH AVE (COMBO).** The applicant, The Winthrop House, has filed an application requesting Architectural Commission review and approval for an exterior renovation to an existing seven-story residential building including the installation of new storefronts at the ground level, new stucco, repairs and paint finishes to all elevations, the removal of exterior brick finish materials along all façades, the installation of new metal balconies guardrails along all balconies, removal and replacement of balustrade parapet at rooftop, sitework including new surface material, removal of existing drive aisle and parking lanes, new landscaping, modifications to the existing porte-cochere, and new pedestrian gates and a new vehicular gate; and including a variance for the removal of on-site parking. This is a combination project that shall 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.

David Miller and Associates, PA, presented the architectural modifications proposed for the existing condominium.

Mr. Floersheimer expressed a concern that the Commission had not seen the proposed images. Ms. Pardue responded and stated that the applicant had changed his presentation, but the plans provided to the Commission were appropriate.

Motion made by Mr. Corey and seconded by Mr. Sammons to allow the applicant to proceed with the presentation. Motion carried unanimously, 7-0.

Mr. Miller continued with his presentation. Mr. Miller provided color samples for the condominium.

Erika Gottsegen, Environment Design Group, presented the landscape and hardscape modifications proposed for the site.

Mr. Sammons thought the building needed improvement. He suggested increasing the size of the piers and reducing the size of the arches.

Ms. Catlin thought the changes to the ground level of the building were nice. She still thought the upper levels still needed relief by using texture.

Mr. Karakul thought the first floor still needed changes, especially to the entry piers.

Mr. Kirchhoff thought the bottom floor needed more structure. Mr. Kirchhoff asked about the colors proposed. Mr. Miller responded. Mr. Kirchhoff liked the railings proposed.

Ms. Shiverick asked if the cornice could be repaired rather than replaced; Mr. Miller confirmed it would be repaired. Ms. Shiverick asked if the balconies needed to be replaced. Mr. Miller explained why the replacement was necessary. Ms. Shiverick questioned the round pickets proposed for the balcony railings. Mr. Miller stated he would consider a square picket but wanted to use a very small picket. Ms. Shiverick asked about the temporary parking space on the first floor. Mr. Miller responded and described the general parking spaces on the lower level of the building. Ms. Shiverick asked about the need to replace the brick. Mr. Miller discussed the necessary replacement. She thought some of the character-defining elements had been stripped in the current proposal.

Mr. Floersheimer thought there was no movement, depth, or interest in the proposed changes. Mr. Miller was open to adding texture to the building.

Mr. Corey thought the project was moving in the right direction. He was in favor of the landscaping but wondered if more palms could be added on the east

side of the building. He was in favor of the round pickets and thought they worked well on the balconies. He was not in favor of the vehicular arch on the first floor. He was not in favor of the cast stone on the building and thought it should be removed. He suggested removing the vehicular arch.

Mr. Sammons provided suggestions for the first-floor design, particularly for the arches and to replace the brick.

Ms. Catlin thought different techniques could provide relief in the building.

Mr. Corey suggested a mesh material on the corner to create a visual mass.

Mr. Karakul suggested studying the corner of the building on Worth Avenue. He suggested making this portion of the building a signature design.

Motion made by Mr. Corey and seconded by Mr. Karakul to defer the project to the September 27, 2023, meeting in accordance with the comments of the Commissioners.

Mr. Smith called for public comment.

Mark Lisnow, 100 Worth Avenue, discussed the proposed project and indicated that a majority of the owners supported the project.

Terry Kafka, 100 Worth Avenue, agreed that the building needed some texture or design element to differentiate the building.

James Wilner, 100 Worth Avenue, disagreed with the suggestion that the railings needed to be removed. He also disagreed with the removal of the brick element.

Charles Koppel, 100 Worth Avenue, stated that the project had been in the works for many years, and most of the owners approved of the project.

Eli Wilson, 100 Worth Avenue, building manager, discussed the difficulty in obtaining approval from the owners. He discussed the need for the replacement of the brick. He discussed the reason for the design and the elimination of the brick.

Ms. Shiverick wondered if a crenelated column had been considered.

Motion restated by Mr. Corey and seconded by Ms. Shiverick to defer the project to the September 27, 2023, meeting in accordance with the comments of the Commissioners. Motion carried unanimously, 7-0.

Clerk's note: The Commission took a short break at 11:09 a.m. The meeting resumed at 11:25 a.m. Mr. Karakul returned at 11:35 a.m.

4. **ARC-23-066 1421 N. LAKE WAY** The applicant, Reef Road LLC, has filed an application requesting Architectural Commission review and approval construction of a new two-story residence with associated landscape and hardscape.

Ms. Pardue provided staff comments on the project.

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

Roger Janssen, Dailey Janssen Architects, presented the architectural modifications proposed for the new residence.

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

Mr. Sammons asked about the floor-to-floor height measurements. Mr. Janssen responded. Mr. Sammons recommended lowering the height slightly. Mr. Sammons was not in favor of the reduced size of the fenestration on the second floor compared to the fenestration on the first floor. He was in favor of the front façade with the change to the fenestration. He questioned the size of the wings compared to the middle portion of the home. He also questioned the middle portion of the roof compared to the wings.

Mr. Corey thought the window widths should be the same. He thought the design had improved from the last presentation. He thought the height of the home could be reduced. Mr. Corey was not in favor of the landscape design; he suggested loosening up the design. He did not believe the Canary Island Date Palms were not appropriate for the front of the home; he suggested shade trees.

Mr. Karakul was not in favor of the double hip roof on the accessory structure; he thought it looked too suburban. He agreed that the fenestration needed to be restudied.

Mr. Kirchhoff agreed with Mr. Sammons's assessment of the second-floor fenestration. Mr. Kirchhoff was not in favor of the double band on the home. He thought the front door surround was too formal for the design. He was not in favor of the proposed railings.

Ms. Shiverick wondered if the home was spread out too much on the lot; she recommended reducing the east-to-west stretch. Mr. Janssen responded and explained his design. Ms. Shiverick asked about the colors proposed. Mr. Janssen responded. Ms. Shiverick confirmed that the roof material would be a cedar shake, to which Mr. Janssen responded.

Mr. Smith asked about the double hip roof. He was not in favor of the dormer window as well as the double gable on the guest house. He also agreed that the front door surround was too ornate.

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

Motion restated by Mr. Sammons and seconded by Mr. Corey to defer the project to the September 27, 2023, meeting in accordance with the comments of the Commissioners. Motion carried unanimously, 7-0.

5. **ARC-23-099274 MONTEREY RD.** The applicant, Morton Pierce, has filed an application requesting Architectural Commission review and approval for

the construction of a new two-story single-family residence with sitewide landscape and hardscape improvements.

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 proposed for the new residence.

Dustin Mizell, Environment Design Group, presented the landscape and hardscape modifications proposed for the site. He spoke about his conversations with an arborist about the existing onsite trees.

Mr. Smith called for public comment.

Leigh Dunston, 282 Monterey Road, thought the proposed home was too massive for the lot. He questioned the ability to save one of the existing trees. Mr. Dunston asked Mr. Perry about the architect of record for the project. Mr. Perry responded.

Ms. Connaughton thought the roof changes were an improvement. She provided a suggestion for the proposed rafter tails. She questioned the front door fenestration details. She expressed concern for the existing trees and wondered if the house could be shifted to save the trees. Mr. Perry responded and agreed to shift the home to the east.

Mr. Kirchhoff agreed with the suggestion to change the rafter tails. He also agreed with the suggestion to move the home further east for the benefit of the tree. He agreed and was not supportive of the fan above the front door. He provided a suggestion for the kitchen design.

Mr. Karakul questioned the front access door and wondered if that could be changed to a window. He was not in favor of the round window next to the front door. He suggested adding more mystery around the service entrance door by adding landscaping to the area.

Mr. Sammons suggested lowering the balcony and the round window. He questioned the widths of the fenestration. He also recommended making the bays even in the design; he suggested widening the thinner bay in the front. He recommended the addition of an architrave on the rear of the home.

Ms. Shiverick suggested moving the entry on the side of the home to save the existing tree. A short discussion ensued about the possibilities to save the tree.

Mr. Corey thought the front left bay was too narrow. He stated he could not support the home. He felt that the design did not fit onto the street and the house was too wide. He did not believe the tree was going survive the construction unless it was moved.

Ms. Connaughton thought the front bays were not correctly proportioned.

Mr. Smith questioned the window design. He asked where the design had been reduced.

Motion made by Mr. Corey and seconded by Mr. Sammons to defer the project to the September 27, 2023, meeting in accordance with the comments of the Commissioners.

A discussion ensued about the motion and whether it was appropriate for the project.

Motion carried 4-3, with Mses. Shiverick, Connaughton, and Mr. Smith dissenting.

6. **ARC-23-088 (ZON-23-086) 292 ORANGE GROVE RD (COMBO)** The applicants, Stephen and Kerri Meyers, have filed an application requesting Architectural Commission review and approval for the construction of a new two-story single-family residence with sitewide landscape and hardscape improvements, requiring (1) variance for Cubic Content Ratio (CCR). The Town Council shall review the application as it pertains to the zoning relief/approval.

Mr. Hodges provided staff comments on the project.

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

Roger Janssen, Dailey Janssen Architects, presented the architectural modifications proposed for the new residence.

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

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

Mr. Corey asked about the variance requested for height. Mr. Janssen responded. Mr. Corey thought the home was too large for the lot. He liked the garage design with the dormers. He provided suggestions to visually reduce the height of the home. He was in favor of the landscape design. He questioned the hardscape proposed. Mr. Janssen responded.

Mr. Sammons asked about the width of the two bays; he suggested making them even. He questioned the roof and gable design. He provided suggestions for the fenestration sizes.

Ms. Shiverick thought the home was too big. She agreed with Mr. Corey's suggestion to place the entry on N. Lake Way. Mr. Janssen responded.

Ms. Catlin liked the style of the home but thought it was too large for the lot. She thought there was too much hardscape for the front of the home.

Mr. Karakul thought the design was successful, with a one-story relief for the street.

Mr. Kirchhoff liked the façade on Orange Grove; however, he thought the plan needed to be massaged to be more elegant. He thought some refinement would translate to the front of the home. Mr. Janssen responded.

Ms. Connaughton provided recommendations for the wings and design. She discussed designing an entrance on N. Lake Way.

Mr. Smith was not in favor of the large addition in the rear of the home. He suggested flipping the home to place the mass of the home on N. Lake Way. He thought the masonry railing made the home appear much larger. He was not in favor of the dormer windows.

Motion made by Mr. Corey and seconded by Mr. Sammons to defer the project to the September 27, 2023, meeting in accordance with the comments of the Commissioners. Motion carried unanimously, 7-0.

Clerk's note: The Commission took a lunch break at 1:00 p.m. The meeting resumed at 2:08 p.m.

7. **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.

Clerk's note: This item was deferred to the September 27, 2023, meeting at Item V., Approval of the Agenda.

-064 (ZON-23-054) 1473 N OCEAN BLVD (COMBO) The applicants, William C. Powers & Marianne Elaine Elmasri, have filed an application requesting Architectural Commission review and approval for renovations and additions to an existing one-story residence, requiring setback variances. This is a combination project that shall be reviewed by Town Council as it pertains to zoning relief/approval.

Clerk's note: This item was deferred to the September 27, 2023, meeting at Item V., Approval of the Agenda.

8. **ARC-23-033 1440 S. OCEAN BLVD.** The applicant, 1440 South Ocean Trust (Ronald Kochman, Trustee), has filed an application requesting Architectural Commission review and approval for a new 2-story residence over 10,000 square feet and accompanying hardscape, landscape, pool, site walls and gates.

Clerk's note: This item was deferred to the September 27, 2023, meeting at Item V., Approval of the Agenda.

9. **ARC-22-241 (ZON-23-002) 624 ISLAND DR (COMBO)** The applicant, Holly Ann Bartlett, as Trustee of the 1220 South Ocean Boulevard Trust dated May 23, 2013, has filed an application requesting Architectural Commission review and approval for the construction of a new rooftop

clerestory projection enclosing an existing open-air interior courtyard to an existing two-story residence including variances from building height, lot coverage and Cubic Content Ratio (CCR). This is a combination project that shall also be reviewed by Town Council as it pertains to zoning relief/approval.

Clerk's note: This item was deferred to the September 27, 2023, meeting at Item V., Approval of the Agenda.

C. MAJOR PROJECTS-NEWBUSINESS

1. **ARC-23-090 (ZON-23-068) 206 CARIBBEAN RD (COMBO)** The applicant, Walter Wick, has filed an application requesting Architectural Commission review and approval for construction of a new two-story residence with landscape, hardscape and pool on a nonconforming parcel. This is a combination project that shall also be reviewed by Town Council as it pertains to zoning relief/approval.

Mr. Hodges provided staff comments on the project.

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

Roger Janssen, Dailey Janssen Architects, presented the architectural plans proposed for the new residence. Mr. Janssen showed alternate views on the overhead projector.

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

Mr. Smith called for public comment.

Lisa Hedley Wick, the owner, discussed the reason for the proposed design.

Allison Reed, 1520 N. Ocean Blvd., stated she was an adjacent neighbor and thought the proposed home would loom over her home.

Mr. Corey thought the home fit the home on the lot. He thought the style and design were appropriate. He thought a possible change would be to move the two-story element as a focal point on the street side of the home. He questioned the Japanese Fern tree in the front of the home; he suggested using a different shade tree in this location.

Ms. Catlin agreed with Mr. Corey; she did not believe the home was oversized. She thought the landscaping plan worked with the design. She thought the style of the home fit into the neighborhood.

Mr. Martin thought the home was well done and pointed out that the landscape plan sufficiently screened the home from all neighbors. He completely supported the project.

Ms. Connaughton found the home a bit problematic and thought the mass of the home would fit better on the street rather than in the rear of the home. She suggested changing it and making the home a side yard home.

Mr. Kirchhoff agreed and thought the two-story element should be moved to the front of the street.

Mr. Smith stated that the home looked like it had a later addition, and it seemed like an afterthought.

Motion made by Mr. Corey and seconded by Mr. Karakul to defer the project to the September 27, 2023, meeting in accordance with the comments of the Commissioners.

Mr. Martin stated that from his experience, a successful side yard home needed to be platted as such.

Motion carried unanimously, 7-0.

2. **ARC-23-092 (ZON-23-070) 217 BAHAMA LN (COMBO)** The applicant, James and Sarah McCann, have filed an application requesting Architectural Commission review and approval for construction of a new two-story single-family residence and associated landscape and hardscape on a lot substandard in lot depth in the R-B zoning district. 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.

Roger Janssen, Dailey Janssen Architects, presented the architectural plans proposed for the new residence. Mr. Janssen showed alternate views on the overhead projector.

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

Mr. Smith called for public comment.

James Freney, 214 Jamaica Lane, objected to the proposal. He thought the home was out of scale and too large for the area.

Mr. Sammons thought the roof plan was chaotic. He recommended changing the direction of a portion of the home. He thought the home needed much restudy.

Mr. Floersheimer thought the house was stretched to the setback lines; he questioned the need for the second story. He agreed the roof plan looked very chaotic.

Mr. Kirchhoff liked the floor plan and the layout of the home. He was not in favor of the front door with the proposed roof. He did not like the trellis next to the chimney. He questioned the crickets in the roof as planned. He was also not in favor of the dormers on the main home.

Mr. Corey thought the home was interesting. He liked the details and thought they were whimsical. However, he did find the home too large for the street. Mr. Corey suggested possibly redesigning the home to a courtyard home. Mr. Janssen responded.

Ms. Shiverick liked the whimsical nature of the design. She thought the program could be attained with a more sensitive design.

Ms. Catlin was in favor of the style and lines of the design. She questioned whether the second floor fit onto the first floor of the home.

Mr. Karakul liked the home and found it interesting. He thought the north elevation needed some restudy and thought the roof plan could be simplified.

Ms. Connaughton thought the main floor of the home with the wrap-around loggia was successful. She thought portions of the west design could be cleaned up.

Mr. Martin agreed with Mr. Kirchhoff and thought the windows needed to be restudied on the north elevation.

Mr. Smith agreed with Mr. Sammons and thought the roof plan needed to be restudied. He also agreed with Mr. Freney's assessment of the home.

Motion made by Mr. Sammons and seconded by Mr. Corey to defer the project to the September 27, 2023, meeting in accordance with the comments of the Commissioners. Motion carried unanimously, 7-0.

3. **ARC-23-093 (ZON-23-071) 220 ARABIAN RD (COMBO)** The applicant, 206 CARIBBEAN LLC (Robert Frisbie), has filed an application requesting Architectural Commission review and approval for construction of a new 2-story residence with landscape, hardscape, and pool on a nonconforming parcel. This is a combination project that shall also be reviewed by Town Council as it pertains to zoning relief/approval.

Mr. Hodges provided staff comments on the project.

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

Clerk's note: Mr. Martin declared a conflict of interest for the project and left the dais during the discussion of the project.

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

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

Mr. Smith called for public comment.

Fran Frisbie, daughter of the owner, stated that the family worked very hard with the neighbors and wanted to reiterate that they received supportive letters for the proposal.

Mr. Sammons questioned the thickness of the walls in the home. He also questioned the smaller windows on the east façade. He was in favor of the front façade. He provided a suggestion for the columns on the porch.

Mr. Corey thought the home was well-designed and should be approved. He was supportive of the landscape plan. He thought the front façade was handsome. He wondered if the A/C units could be better contained. He thought the driveway length was a bit long and wondered if it could be shrunk. Mr. Mizell explained the reason for the driveway.

Clerk's note: Mr. Sammons left the meeting at 3:30 p.m.

Ms. Catlin thought the home would complement the area. She supported the design.

Mr. Kirchhoff agreed with Mr. Corey and thought it looked very charming from the street. He thought the back of the home was a bit haphazard. He also thought the window in the stairway was a bit out of scale. He also recommended replacing the awning with a deck.

Ms. Shiverick asked if the second floor would be stucco or shiplap. Mr. Janssen responded that shiplap was proposed. Ms. Shiverick stated she would prefer the stucco; Ms. Frisbie agreed with the stucco. Ms. Shiverick thought the home fit in nicely.

Mr. Floersheimer thought the professional was very generous with the setbacks in this proposal.

Mr. Smith asked about the proposed planter on the front of the home. Mr. Janssen responded.

Mr. Kirchhoff asked about the rear yard and wondered if there was a wall. Mr. Janssen responded.

Motion made by Mr. Corey and seconded by Mr. Karakul to approve the project with the following conditions: the finish on the home shall be all smooth stucco, the planter on the front of the home shall be reduced to align with the home, the columns on the pool loggia shall be adjusted according to the recommendations by the Commission, the stair window shall be reduced by 15%, and the driveway shall be reduced to allow the relocation of a Seagrape tree in the front of the property. Motion carried unanimously, 7-0.

4. **ARC-23-107 (ZON-23-077) 162 E INLET DR (COMBO)** The applicants, David and Jill Shulman, have filed an application requesting Architectural Commission review and approval for the construction of enclosed additions and a rear awning requiring a variance to exceed maximum allowed Cubic Content Ratio (CCR), fenestration modifications, and rear yard landscape

and hardscape modifications, including the construction of a new pool. This is a combination project that shall also be reviewed by Town Council as it pertains to zoning relief/approval.

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 requested variances and advocated for a positive recommendation to the Town Council.

Pat Segraves, SKA Architect + Planner, provided an overview of the project.

Daniel Clavijo, SKA Architect + Planner, presented the architectural plans proposed for the new addition.

Don Skowron, BGS Landscape Architecture & Engineering, presented the landscape and hardscape plans proposed for the site.

Mr. Floersheimer thought the project was good. He wondered about the landscape next to the pool. Mr. Skowron responded.

Mr. Corey wondered if a new roof would be added. Mr. Segraves stated that a new roof would not be added and explained the design. Mr. Corey asked if the greenspace would be increased, to which Mr. Skowron stated the calculation would not be increased.

Ms. Shiverick asked about the pergola in the rear of the home. Mr. Clavijo responded. Ms. Shiverick wondered if the pergola should run the entire length of the home. Mr. Clavijo thought the zoning code limited the possibility. Ms. Shiverick suggested adding trees to the concrete area in the rear of the home. Ms. Shiverick asked about the front door replacement and wondered if the door could be glass. Mr. Segraves agreed.

Mr. Kirchhoff thought the small pergola on the rear of the home looked insignificant; he suggested adding larger brackets.

Mr. Martin thought the existing rear of the home was much nicer. He recommended reducing the existing pool to add more green space. He also was in favor of the existing arched doors and windows over the proposed windows. He was not in favor of the proposed trellis work.

Mr. Corey agreed with Mr. Martin. He supported the replacement of the front door, but he preferred the rear of the home as existing. He stated he could not support the project and thought the design had a long way to go.

Motion made by Ms. Shiverick and seconded by Mr. Corey to defer the project to the September 27, 2023, meeting in accordance with the comments of the Commissioners. Motion carried unanimously, 7-0.

Ms. Churney called for public comment. No one indicated a desire to speak.

5. **ARC-23-109 (ZON-23-084) 600 TARPON WAY (COMBO)** The applicants, Frank and Annie Falk, have filed an application requesting Architectural Commission review and approval for the construction of a new two-story single-family residence over 10,000 SF with sitewide landscape and hardscape improvements, requiring variances for mechanical equipment placement, building height plane, and site wall height, and a Special Exception for vehicular gate placement. This is a combination project that shall also be reviewed by Town Council as it pertains to zoning relief/approval.

Mr. Kirchhoff stated that his client requested a two-month deferral to the October 25, 2023, meeting.

Motion made by Ms. Shiverick and seconded by Mr. Corey to defer the project to the October 25, 2023, meeting at the request of the professional. Motion carried unanimously, 7-0.

6. **ARC-23-108 (ZON-23-080) 760 N OCEAN BLVD—PALM BEACH COUNTRY CLUB (COMBO)** The applicant, Palm Beach Country Club, Inc. (Robert Schlager, President), has filed an application requesting Architectural Commission review and approval for the installation of two pickle ball courts and fencing with acoustic panels, on a vacant portion of to the existing tennis court and Padel court area, including variances from side setback, minimum heights of court fencing and landscape screening. This is a combination project that shall also be reviewed by Town Council as it pertains to zoning relief/approval.

Clerk's note: This item was withdrawn at Item V., Approval of the Agenda.

D. MINOR PROJECTS - OLD BUSINESS

1. **ARC-23-002 (ZON-23-015) 160 ROYAL PALM WAY – THE PALM HOUSE HOTEL (COMBO)** The applicant, LR PALM HOUSE, LLC., has filed an application requesting Architectural Commission review and approval for modifications to previously approved improvements at the site, including the relocation of mechanical equipment to the roof, the construction of new site walls, parapet alterations, and pool deck lighting, requiring a variance for rooftop air conditioning equipment height and requiring Site Plan Review. This is a combination project that shall also be reviewed by Town Council as it relates to the zoning relief/approval.

Clerk's note: This item was deferred to the September 27, 2023, meeting at Item V., Approval of the Agenda.

E. MINOR PROJECTS-NEWBUSINESS

1. **ARC-23-078 160 KINGS RD.** The applicant, Gene & Mindy Aaron, has filed an application requesting Architectural Commission review and approval for overall site landscape and hardscape improvements, modification to vehicular gates and new generator.

Ms. Pardue provided staff comments on the project.

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

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

Mr. Floersheimer asked about the need for a vehicular gate. He also asked about the distance from the gate to the road. Mr. Mizell responded.

Mr. Corey confirmed that there was already a gate. Mr. Mizell responded.

Mr. Smith asked about the cornice detail on the columns. Mr. Mizell stated that was an error and they would not modify the columns. Mr. Smith thought the columns needed to be lowered if the gate was to be lowered.

Motion made by Mr. Corey and seconded by Ms. Shiverick to approve the project, with the condition that the pilasters shall be reduced to match the height of the gate. Motion carried 6-1, with Mr. Smith dissenting.

Ms. Churney called for public comment. No one indicated a desire to speak.

2. **ARC-23-084 286 ORANGE GROVE RD.** The applicant, Harry M. & Deirdre Harnett Shaw, has filed an application requesting Architectural Commission review and approval for a first-floor expansion of an existing two-story residence, redesign of front door, all new impact rated exterior doors and windows, minor hardscape reconfiguration, pool reconfiguration.

Ms. Pardue provided staff comments on the project.

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

Yiannis Varnava, Varnava Design Studio, presented the architectural modifications proposed for the residence.

Mr. Floersheimer asked if all artificial turf would be removed.

Todd Maclean, Todd Maclean Outdoors, agreed to remove all artificial turf.

Mr. Floersheimer thought there was a lot of glass on the south elevation; he expressed concern for the heat on that side of the property. Mr. Floersheimer recommended placing an awning between the two wings of the home at the south elevation. Mr. Varnava explained the reason for the design.

Mr. Karakul was in favor of the changes and thought they were stylish. He supported the project.

Mr. Catlin thought the rear of the home worked very well. He thought the front of the home needed some detail. Mr. Varnava responded.

Ms. Shiverick asked about the details of the new windows. Mr. Varnava discussed the changes. Ms. Shiverick thought the front door was not appropriate;

she provided a suggestion for a different door. She thought the awning was a bit flimsy; she wondered if a pergola could be added. Mr. Varnava responded.

Mr. Kirchhoff was in favor of the awning. He agreed that the front door was a bit contemporary; he provided an alternative to the proposal.

Mr. Corey supported the project but thought the front door should return with more charm.

Mr. Smith asked about the elevation and the rendered elevation of the front of the home. Mr. Varnava thought there was an error in the drawing.

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

Motion made by Mr. Corey and seconded by Ms. Shiverick to approve the project, with the condition that a new front door design shall return to the September 27, 2023, meeting for approval. Motion carried unanimously. 7-0.

3. **ARC-23-103 308 ARABIAN RD.** The applicants, Conan and Brooke Laughlin, have filed an application requesting Architectural Commission review and approval for landscape and site modifications, including replacement of the existing driveway and the construction of a new spa and covered loggia with an outdoor fireplace in the rear yard.

Clerk's note: Mr. Floersheimer left the meeting at 4:26 p.m.

Ms. Pardue provided staff comments on the project.

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

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

Caroline Forrest, MHK Architecture, presented the plans for the proposed loggia and fireplace.

Mr. Smith asked about the fireplace without a chimney. Ms. Forrest responded.

Mr. Kirchhoff asked about the hardscape walkway. Mr. Meyer responded. Mr. Kirchhoff asked about the existing fireplace and if it would be demolished. Ms. Forrest responded and explained the plan to replace the fireplace. A discussion ensued about the design.

Ms. Shiverick recommended adding a peaked roof on the pergola to make it feel like folly.

Mr. Karakul was in favor of the project.

Motion made by Mr. Corey and seconded by Ms. Shiverick to defer the project to the September 27, 2023, meeting in accordance with the

comments of the Commissioners. Motion carried 5-2, with Ms. Connaughton and Mr. Karakul dissenting.

4. **ARC-23-110 (ZON-23-079) 2773 S OCEAN BLVD (COMBO)** The applicant, Carlyle House Condominium, has filed an application requesting Architectural Commission review and approval for demolition and redesign of the existing north and south parking areas with new hardscape, installation of two new pedestrian entrance canopies, new exterior proposed stair, gate and wall improvements, and modifications to existing modifications address identification monument signage in the public r-o-w swale, including variances from lot coverage, landscape open space and monument signage requirements. This is a combination project that shall also be reviewed by Town Council as it pertains to zoning relief/approval.

Mr. Hodges provided staff comments on the project.

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

Clerk's note: Ms. Shiverick left the meeting at 4:40 p.m.

Don Skowron, BGS Landscape Architecture & Engineering, presented the landscape and hardscape plans proposed for the site.

Mr. Smith asked for clarification on the location of the parking entrances and the lobby. Mr. Skowron responded.

Sharon Sweet, Vice President for the Board of Directors of the Carlyle House Condominium, described the lobby and how the entrances to the lobby were disguised.

Mr. Karakul did not understand the proposed awning. He did not believe it related to the architecture. Ms. Sweet responded. He thought the awning detracted from the building.

Ms. Catlin agreed with Mr. Karakul. Ms. Catlin thought something was needed to attract visitors to the front of the building. She thought the landscaping would enhance the building.

Mr. Corey stated he would support the approval of the landscaping, with the return of the awnings for approval.

Motion made by Mr. Corey to approve the project as presented, with the condition that the entry structure shall return to the September 27, 2023, meeting for approval.

Mr. Kirchhoff asked about the entrance to the building, as well as a pedestrian entrance. Mr. Skowron responded. Mr. Kirchhoff thought a pedestrian entrance needed to be created. A discussion ensued about the possibility.

Motion seconded by Mr. Karakul. Motion carried unanimously, 7-0.

X. **UNSCHEDULED ITEMS**

A. **Public**

There were no comments heard at this time.

B. **Staff**

There were no comments heard at this time.

C. **Commission**

Mr. Corey commented on the Royal Poinciana Playhouse. He objected to the entire demolition of the building. He thought there was an opportunity to learn from the situation. He also thought an independent investigation should be conducted. He wondered if the project should stay with the Landmarks Preservation Commission, as well as if the variances should be reheard. He stated he was outraged at the incident.

Ms. Connaughton thought the demolition was downplayed. She also thought that more professionals in Town should be more preservation-minded.

Mr. Smith reminded the Commission that they no longer make recommendations on variances for commercial buildings.

XI. **NEXT MEETING DATE:** Wednesday, September 27, 2023

XII. **ADJOURNMENT**

Motion made by Mr. Corey and seconded by Mr. Karakul to adjourn the meeting at 5:02 p.m. Motion carried unanimously, 7-0.

The next meeting will be held on Wednesday, September 27, 2023, 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 12, 2023

Section of Agenda

Resolutions

Agenda Title

RESOLUTION NO. 100-2023 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Providing for the Designation and/or the De-Designation of the Historic/Specimen Trees at 1265 South Ocean Boulevard and 60 Blossom Way, Providing an Effective Date.

Presenter

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

ATTACHMENTS:

- ▣ **Memorandum dated August 17, 2023, from H. Paul Brazil, P.E., Director of Public Works**
- ▣ **Resolution No. 100-2023**
- ▣ **Attachment**
- ▣ **Trees and Locations**

TOWN OF PALM BEACH

Information for Town Council Meeting on: September 12, 2023

TO: Mayor and Town Council

VIA: Kirk W. Blouin, Town Manager

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

RE: Historic or Specimen Tree Designation/De-designation-1265 South Ocean Boulevard,
1285 South Ocean Boulevard, and 60 Blossom Way
Resolution No. 100-2023

DATE: August 17, 2023

STAFF RECOMMENDATION

Town staff requests that Town Council approve Resolution No. 100-2023 the designation of Historic/Specimen trees as described below.

GENERAL INFORMATION

There are 121 trees on the island that have been designated as Historic/Specimen trees. These trees are inspected annually by the Town Arborist. During the inspection, the trees are evaluated to determine if they are of suitable quality and condition to remain as a Historic/Specimen tree, an inspection report is provided to the owner. The Town Ordinance allows for relocation of trees and adding trees that are deemed to be of Historic/Specimen quality.

During the February 13, 2018, Town Council Meeting, Council approved the property owner of 1265 South Ocean Boulevard, to delay in replacing eight (8) damaged Hurricane Irma Historic/Specimen trees until construction is completed and an operational irrigation system is in place. Because the damaged trees are older and near the end of their life cycle, the property owner and landscape architect has pledged to find replacement trees of significantly higher quality and better longevity. The Garden Club of Palm Beach, Town staff, and the Town's Arborist agree with this request.

The previously approved list is below and provided as back-up.

1265 South Ocean Blvd

This address is a combination of multiple properties that were previously the Blossom Way Estate. All seventeen (17) of the Historic/Specimen trees on the properties will be recorded to 1265 South Ocean Boulevard property and/or re-recorded if another address is to be provided once the property is occupied.

Damaged Tree – Ice Cream Bean Tree	Replacement – Ice Cream Bean Tree
Damaged Tree – Black Calabash	Replacement – Black Calabash
Damaged Tree – Monkey Flower	Replacement – Monkey Flower
Damaged Tree – Rose of Venezuela	Replacement – Rose of Venezuela
Damaged Tree – Spring Orchid	Replacement – Spring Orchid

Damaged Tree – Buford Holly

Replacement – Buford Holly

Damaged Tree – Tropical Crepe Myrtle

Replacement – Tropical Crepe Myrtle

Damaged Tree – Elephant Apple

Replacement – Elephant Apple

Since this approval the property and scope of residential dwelling has grown. The property owner has requested three (3) additional Historic/Specimen trees be added to the existing replacement agreement, they are as follows:

Historic/Specimen Tree #64 - Lignum Vitae

Historic/Specimen Tree #66 - Pink Tabebuia

Historic/Specimen Tree #73 – Yellow Poinciana

Tree #64 – This tree would be removed and de-designated due to its continued decline in health and poor quality to be replaced with a much larger Lignum Vitae. This replacement would be designated as part of the Historic/Specimen program at a later date, similar to the Ice Cream Bean tree already approved above.

Tree #66 – This tree would be relocated to the western property line. It will have the protection of the house, will feature prominently on the entire garden, and will be visible from South Ocean Blvd adding to the vista of the road, just like the Yellow Cassia tree #76 located on 70 Blossom Way.

Tree #73 – This tree would be removed and de-designated due to its continued decline in health and poor quality to be replaced with a better Yellow Poinciana specimen tree which currently resides on their 1285 South Ocean Boulevard property. In addition to the above designation/de-designation, the property owner would like to relocate the tree from the 1285 property and add it to their 60 Blossom Way property. This tree will be designated as part of the Historic/Specimen program at a later date.

The Garden Club of Palm Beach, Landscape Architect, Town Staff, and Town Arborist, have reviewed the above listed trees, proposed new location(s). Staff recommends that Council approve this request.

FUNDING/FISCAL IMPACT:

There would be no impact to the budget unless the property owners participate in the Voluntary Maintenance Program which includes a fee as described in the Town Ordinance.

TOWN ATTORNEY REVIEW

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

cc: Jason Debrincat, P.E., Assistant Director of Public Works
Paul Colby, Facilities Maintenance Division Manager
Christine Aylward, President, Garden Club of Palm Beach
Richard Maxwell, Town Arborist

RESOLUTION NO. 100-2023

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, PROVIDING FOR THE DESIGNATION AND/OR THE DE-DESIGNATION OF THE HISTORIC/SPECIMEN TREES AT 1265 SOUTH OCEAN BOULEVARD AND 60 BLOSSOM WAY, PROVIDING AN EFFECTIVE DATE.

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

Section 1. The Lignum Vitae (botanical name: Guaiacum Officinale) designated as a historic or specimen tree shall be removed from 1265 South Ocean Boulevard.

1265 South Ocean Blvd (PCN/Legal: 50-43-44-02-10-000-0010)

<u>Count</u>	<u>Common Name</u>	<u>Botanical Name</u>
1	Lignum Vitae	Guaiacum Officinale

Section 2. The Pink Tabebuia (botanical name: Tabebuia Pallida) designated as a historic or specimen tree shall be relocated to the western property line.

1265 South Ocean Blvd (PCN/Legal: 50-43-44-02-10-000-0010)

<u>Count</u>	<u>Common Name</u>	<u>Botanical Name</u>
1	Pink Tabebuia	Tabebuia Pallida

Section 3. The Yellow Poinciana (botanical name: Peltophorum Pterocarpum) designated as a historic or specimen tree shall be removed from 60 Blossom Way and a relocated Yellow Poinciana (botanical name: Peltophorum Pterocarpum) from 1285 South Ocean Boulevard shall be added as a historic or specimen tree with the Palm Beach County Clerk:

60 Blossom Way (PCN/Legal:50-43-44-02-12-000-0011)

<u>Count</u>	<u>Common Name</u>	<u>Botanical Name</u>
1	Yellow Poinciana	Peltophorum Pterocarpum
1	Yellow Poinciana	Peltophorum Pterocarpum

Section 4. This Resolution shall become effective upon its adoption as provided by law.

PASSED AND ADOPTED in a regular adjourned session of Town Council of the Town of Palm Beach this 12th day of September 2023.

Danielle H. Moore, Mayor

Margaret A. Zeidman, Town Council President

Bobbie D. Lindsay, Town Council President Pro Tem

Julie Araskog, Town Council Member

ATTEST:

Edward A. Cooney, Town Council Member

Kelly Churney, Acting Town Clerk

Lewis S.W. Crampton, Town Council Member

TOWN OF PALM BEACH

Information for Town Council Meeting on: February 13, 2018

TO: Mayor and Town Council

VIA: Thomas G. Bradford, Town Manager

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

RE: Historic or Specimen Tree Designation/De-designation at Various Town Locations
Resolution No. 16-2018

DATE: January 24, 2018

STAFF RECOMMENDATION

Town staff requests that Town Council approve Resolution No. 16-2018 and the designation/de-designation assignment of a Historic/Specimen (H/S) trees as described below.

GENERAL INFORMATION

There are ninety-nine (99) trees on the island that have been designated as H/S trees. These trees are inspected annually by the Town arborist. During the inspection, the trees are evaluated to determine if they are of suitable quality and condition to remain as a H/S tree and an inspection report is provided to the owner. The Town ordinance allows for relocation of trees and adding trees that are deemed to be of H/S quality.

After Hurricane Irma, the Town arborist performed a post-storm inspection of the H/S trees and found that a majority of the trees will recover from the damage sustained during the storm. A limited number were damaged, will not sufficiently recover, and will need to be de-designated. The Town Ordinance regarding H/S tree replacement does not address replacement due to storm events and, the owners of the properties are under no obligation to replace the tree. At all locations, the residents have asked the arborist to review the other trees on the property and identify any possible candidates as replacements to the de-designated trees.

300 El Brillo

Damaged Tree - Ficus Aurea

Replacement - Haden Mango

1255 South Ocean Boulevard

Damaged Tree - Water Chestnut Tree

Replacement - Silk Floss

Two (2) other trees on the property have been identified as possible additions to the H/S list and are being considered by the owner for future inclusion.

1265 South Ocean Blvd

This address is a combination of multiple properties that were previously the Blossom Way estate. All seventeen (17) of the H/S trees on the properties will be recorded to 1265 South Ocean Boulevard property.

Damaged Tree – Ice Cream Bean Tree

Replacement – Ice Cream Bean Tree

Damaged Tree – Black Calabash

Replacement – Black Calabash

Damaged Tree – Monkey Flower

Replacement – Monkey Flower

Damaged Tree – Rose of Venezuela

Replacement – Rose of Venezuela

Damaged Tree – Spring Orchid

Replacement – Spring Orchid

Damaged Tree – Buford Holly

Replacement – Buford Holly

Damaged Tree – Tropical Crepe Myrtle

Replacement – Tropical Crepe Myrtle

Damaged Tree – Elephant Apple

Replacement – Elephant Apple

Due to construction on the property, the owners are requesting a delay in replacing the trees until construction is completed and an operational irrigation system is in place. Because the damaged trees are older and near the end of their life cycle, the landscape architect has pledged to find replacement trees of significantly higher quality and better longevity. Town staff agrees with this request.

The landscape architect at 1265 South Ocean Boulevard has requested permission to relocate the Red Cassia tree. Town staff and the arborist have reviewed the tree, the proposed new location and staff recommends that Council approve this request. The Town ordinance requires the replacement of any H/S tree that does not survive the transplanting process to be replaced with two (2) trees of equal size and all parties agree this would be the applicable to this relocation request.

After the completion of the Bradley Park project, Town staff and the arborist identified two (2) trees of specimen quality. We recommend the designation of the Black Olive tree and the Sea Grape tree. Staff feels that both trees would be a welcome addition to the H/S list and the new total of historic or specimen trees would be one hundred and one (101).

FUNDING/FISCAL IMPACT:

There would be no impact to the budget unless the property owners participate in the voluntary maintenance program and fee as described in the Town Ordinance.

TOWN ATTORNEY REVIEW

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

cc: Eric B. Brown, P.E., Assistant Director of Public Works/Operations
Brett Madison, Facilities Maintenance Division Manager
Elisabeth Thebault, President, Garden Club of Palm Beach
Richard Maxwell, Town Arborist

RESOLUTION NO. 16-2018

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, PROVIDING FOR THE DESIGNATION AND/OR THE DE-DESIGNATION OF THE HISTORIC/SPECIMEN TREES AT 300 EL BRILLO, 1255 AND 1265 SOUTH OCEAN BOULEVARD AND BRADLEY PARK, PROVIDING AN EFFECTIVE DATE.

* * * * *

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

Section 1. The strangler fig (botanical name: Ficus Aurea) designated as a historic or specimen tree shall be removed from 300 El Brillo Way and the haden mango tree (botanical name: Mangifera Indica) shall be added as a historic or specimen tree with the Palm Beach County Clerk:

300 El Brillo Way (PCN/ Legal: 50-43-43-27-07-000-0010)

<u>Count</u>	<u>Common Name</u>	<u>Botanical Name</u>
1	Strangler Fig	Ficus Aurea
1	Haden Mango	Mangifera Indica

Section 2. The water chestnut (botanical name: Pachira Aquatica) designated as a historic or specimen tree shall be removed from 1255 South Ocean Boulevard and the silk floss tree (botanical name: Chorisia Speciosa) shall be added as a historic or specimen tree with the Palm Beach County Clerk:

1255 South Ocean Blvd (PCN/Legal: 50-43-44-02-10-000-007)

<u>Count</u>	<u>Common Name</u>	<u>Botanical Name</u>
1	Water Chestnut	Pachira Aquatica
1	Silk Floss	Chorisia Speciosa

Section 3. The ice cream bean (botanical name: Inga Inicuil), the black calabash (botanical name: Amphitecna Latifolia), the monkey flower (botanical name: Phyllocarpus Septentrionalis), the tropical crepe myrtle (botanical name: Lagerstromia Floribunda), and the elephant apple (botanical name: Dillenia Indica) designated as historic or specimen trees shall be removed from 20 Blossom Way:

20 Blossom Way (PCN/Legal: 50-43-44-02-10-000-0040)

<u>Count</u>	<u>Common Name</u>	<u>Botanical Name</u>
1	Ice Cream Bean	Inga Inicuil
1	Black Calabash	Amphitecna Latifolia
1	Monkey Flower	Phyllocarpus Septentrionalis
1	Tropical Crepe Myrtle	Lagerstromia Floribunda
1	Elephant Apple	Dillenia Indica
1	Golden Shower	Cassia Fistula
1	Tulipwood	Harpullia Arborea
1	Mammee Apple Tree	Mammea Americana
2	Shaving Brush Trees	Pseudobombax Ellipticum
1	Jambolan Plum	Syzygium Cumini

Section 4. The Spring Orchid (botanical name: Bauhinia Variegata) and Rose of Venezuela (botanical name: Brownea Grandiceps) designated as a historic or specimen tree shall be removed from 10 Blossom Way:

10 Blossom Way (PCN/Legal: 50-43-44-02-10-000-0050)

<u>Count</u>	<u>Common Name</u>	<u>Botanical Name</u>
1	Spring Orchid	Bauhinia Variegata
1	Rose of Venezuela	Brownea Grandiceps
1	Red Cassia	Cassia Afrofistula

Section 5. The Burford Holly (botanical name: Ilex Cornutta Burfordii) designated as a historic or specimen tree shall be removed from 50 Blossom Way:

50 Blossom Way (PCN/Legal:50-43-43-15-00-001-0080)

<u>Count</u>	<u>Common Name</u>	<u>Botanical Name</u>
1	Burford Holly	Ilex Cornutta Burfordii
1	Lignum Vitae	Guaiacum Officinale
1	Pink Trumpet Tree	Tabebuia Pallida

Section 6. The trees described in Sections 3, 4 and 5 shall be added as historic or specimen trees at 1265 South Ocean Boulevard and recorded with the Palm Beach County Clerk.

1265 South Ocean Blvd (PCN/Legal: 50-43-44-02-10-000-0010)

<u>Count</u>	<u>Common Name</u>	<u>Botanical Name</u>
1	Ice Cream Bean	Inga Inicuil
1	Black Calabash	Amphitecna Latifolia
1	Monkey Flower	Phyllocarpus Septentrionalis
1	Tropical Crepe Myrtle	Lagerstromia Floribunda
1	Elephant Apple	Dillenia Indica
1	Golden Shower	Cassia Fistula
1	Tulipwood	Harpullia Arborea
1	Mammee Apple Tree	Mammea Americana
2	Shaving Brush Trees	Pseudobombax Ellipticum
1	Jambolan Plum	Syzygium Cumini
1	Spring Orchid	Bauhinia Variegata
1	Rose of Venezuela	Brownea Grandiceps
1	Red Cassia	Cassia Afrofistula
1	Burford Holly	Ilex Cornutta Burfordii
1	Lignum Vitae	Guaiacum Officinale
1	Pink Trumpet Tree	Tabebuia Pallida

Section 7. The red cassia tree (botanical name: Cassia Afrofistula) located at 1265 South Ocean Blvd. shall be removed and relocated to a new location on the property.

<u>Count</u>	<u>Common Name</u>	<u>Botanical Name</u>
1	Red Cassia	Cassia Afrofistula

Section 8. The sea grape tree (botanical name:Cocoloba Uvifera) and the black Olive tree (botanical name: Bucida Buceras) shall be added as historic or specimen trees at Bradley Park and recorded with the Palm Beach County Clerk.

Bradley Park (PCN/Legal: 50-43-43-22-00-000-1010)

<u>Count</u>	<u>Common Name</u>	<u>Botanical Name</u>
1	Sea Grape	Coccoloba Uvifera
1	Black Olive	Bucida Buceras

Section 3. This Resolution shall become effective upon its adoption as provided by law.

PASSED AND ADOPTED in a regular adjourned session of Town Council of the Town of Palm Beach this 13th day of February.

Gail L. Coniglio, Mayor

Richard M. Kleid, Town Council President

Danielle H. Moore, Council President Pro Tem

Julie Araskog, Town Council Member

ATTEST:

Bobbie Lindsay, Town Council Member

Kathleen Dominguez, Town Clerk

Margaret A. Zeidman, Town Council Member

H & S TREES - TREES AND LOCATIONS ONLY

TREE #	BOTANICAL NAME	COMMON NAME	LOCATION OF TREE(S)
4	BAUHINIA VARIEGATA	Spring Orchid Tree	1265 South Ocean Blvd
5	BROWNEA GRANDICEPS	Rose of Venezuela	1265 South Ocean Blvd
6	CASSIA ROXBURGHII	Red Cassia	1265 South Ocean Blvd
31	AMPHITECNA LATIFOLIA	Black Calabash Tree	1265 South Ocean Blvd
32	DILLENIA INDICA	Elephant Apple	1265 South Ocean Blvd
33	INGA JINICUIL	Ice Cream Bean Tree	1265 South Ocean Blvd
34	LAGERSTROEMIA FLORIBUNDA	Tropical Crepe Myrtle	1265 South Ocean Blvd
35	MAMMEA AMERICANA	Mammee Apple Tree	1265 South Ocean Blvd
36	PHYLLOCARPUS SEPTENTRIONALIS	Monkey Flower	1265 South Ocean Blvd
37	PSEUDOBOMBAX ELLIPTICUM	Shaving Brush Trees	1265 South Ocean Blvd
38	PSEUDOBOMBAX ELLIPTICUM	Shaving Brush Trees	1265 South Ocean Blvd
39	PSEUDOBOMBAX ELLIPTICUM	Shaving Brush Trees	1265 South Ocean Blvd
40	SYZYGium CUMINI	Jambolan Plum	1265 South Ocean Blvd
41	HARPULLIA ARBOREA	Tulipwood	1265 South Ocean Blvd
64	GUAIAACUM OFFICINALE	Lignum Vitae	1265 South Ocean Blvd
65	ILEX CORNUTA BURFORDII	Burford Holly	1265 South Ocean Blvd
66	TABEBUIA PALLIDA	Pink Trumpet Tree	1265 South Ocean Blvd
73	PELTOPHORUM PTEROCARPUM	Yellow Poinciana Tree	60 Blossom Way
76	CASSIA FISTULA (1)	Golden Shower	70 Blossom Way

TOWN OF PALM BEACH

Town Council Meeting on: September 12, 2023

Section of Agenda

Resolutions

Agenda Title

RESOLUTION NO. 101-2023 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 FY2024 In The Amount of \$1,859,376 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 \$50,000; 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 \$65,792; Conditioning All Matters Contained Herein Subject To Approval of The Fiscal Year 2024 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 24, 2023, from Karen Temme, ARM, Risk Manager**
- ▣ **Resolution No. 101-2023**
- ▣ **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" - TPA Services Agreement**

TOWN OF PALM BEACH

Information for Town Council Meeting on: September 12, 2023

To: Mayor and Town Council

Via: Kirk Blouin, Town Manager

Via: Robert Miracle, Deputy Town Manager – Finance & Administration

From: Karen Temme, ARM, Risk Manager

Re: Liability, Property, Workers' Compensation, Automobile
& Ancillary Insurance Coverages for FY2024
Resolution No. 101-2023 – Insurance Program Renewal

Date: August 24, 2023

STAFF RECOMMENDATION

Staff recommends Town Council approve Resolution No. 101-2023 for the Town's 2023-2024 insurance program as outlined in this memorandum and authorize the Town Manager to execute the necessary documents and required payments prior to October 1, 2023. Based upon staff recommendations, the total fixed costs for the FY24, insurance renewals including premiums, claims management and broker fees are \$1,859,376.

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

During the budget process in March there was an 30% increase in property valuation plus 50% increase in property premiums. This was recommended by the insurance broker/carrier as a best estimate as the ratings of property insurance are determined July. The ratings turned out to be an increase of 175%.

The Risk Fund and overall budget for FY24 has sufficient funding to cover the recommendations herein for Property, Liability, Workers' Compensation, Automobile physical damage and Ancillary coverages for the FY24, insurance renewal.

PURCHASING REVIEW

The Procurement and Contract Manager has reviewed and approved the documents for the FY24 insurance renewal.

ATTACHMENTS

c: Department Directors
Gillian Barth, Director of People & Culture
Andy Jadoo, Director of Information Technology
Dean Mealy, Procurement and Contract Manager

RESOLUTION NO. 101-2023

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 FY2024 IN THE AMOUNT OF \$1,859,376 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 \$50,000; 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 \$65,792; CONDITIONING ALL MATTERS CONTAINED HEREIN SUBJECT TO APPROVAL OF THE FISCAL YEAR 2024 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 FY2024 as recommended by staff as part of the FY2024 insurance renewal proposal, attached hereto as Exhibit "A", is hereby approved in the amount of \$1,859,376 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 \$50,000.
- 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 \$65,792.

PASSED AND ADOPTED in a regular, adjourned session of the Town Council of the Town of Palm Beach assembled this 12th day of September 2023.

Danielle H. Moore, Mayor

Margaret A. Zeidman, Town Council President

Bobbie D. Lindsay, Town Council President Pro Tem

Julie Araskog, Town Council Member

ATTEST:

Edward A. Cooney, Town Council Member

Kelly Churney, Acting Town Clerk

Lewis S.W. Crampton, Town Council Member

INSURANCE PREMIUMS
FY23 Actual vs FY24 Proposed vs FY24 Budget

Exhibit “A”

Summary: The original FY24 budget submitted projected premium renewals totaling **\$1,529,658**. The estimated premiums for FY24 is **\$1,859,376**. There is a \$329,718 or 21% shortfall due to the increases in the property premium.

Coverage Type	FY23 Actual	FY24 Proposed Budget	FY24 Renewal Option
Property includes Boiler & Machinery & Inland Marine	\$533,866	\$932,010	\$1,250,030
Rental Equipment Coverage	\$6,250	\$8,125	N/A
General Liability	\$48,915	\$50,872	\$61,754
Cyber Liability	\$7,500	\$8,250	\$7,875
Law Enforcement Liability	\$32,901	\$34,217	\$35,167
Unmanned Aviation Liability ¹ (Public Safety Drones)	\$2,941	\$2,582	\$3,652
Public Officials/ Employment Practices	\$109,153	\$113,519	\$117,211
Automobile Liability	\$49,791	\$53,276	\$55,658
Automobile Physical Damage	\$22,052	\$23,596	\$23,139
Commercial Crime	\$5,400	\$5,940	\$5,547
Storage Tank Liability	\$7,026	\$7,408	\$7,408
Excess Workers' Compensation ²	\$107,874	\$113,277	\$118,599
Workers' Compensation State Assessment for self-insureds	\$6,654	\$7,120	\$7,120
Claims Management	\$54,828	\$65,792	\$65,792
Insurance Agent Flat Rate Fee	\$52,500	\$52,500	\$57,500
NFIP Flood Insurance ¹	\$35,136	\$35,198	\$35,198
Marine Hull & Liability ¹	\$7,349	\$7,726	\$7,726
Total Fixed Costs	\$1,090,136	\$1,529,658	\$1,859,376

¹ All lines of coverage renew on 10/1/2023, except those marked with this footnote.

² Subject to an annual audit by FMIT, the Town's excess insurance carrier.

SUMMARY OF LOSS FUND

Coverage Type	Actual FY23	Proposed FY24 Budget	FY24 Renewal Proposals
Loss Fund to pay claims	\$1,100,000	\$1,100,000	\$1,100,000



FY24 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 FY23 and FY24 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.

Table of Contents

Property	2
Boiler and Machinery	4
Equipment Rental Coverage	4
NFIP Flood	5
Commercial Crime/Employee Dishonesty	5
Storage Tank Pollution Liability	5
General Liability	6
Law Enforcement Liability	6
Public Officials Liability and Employment Practices Liability	7
Employee Benefits Liability	7
Automobile Liability	8
Automobile Physical Damage	8
Unmanned Aircraft Liability (public safety drones)	9
Cyber Liability	9
Marine Hull & Liability and Protection and Indemnity	10
Carrier: The Great American Insurance Group	10
Workers’ Compensation and Employer’s Liability	10
Loss Fund	11
Insurance Broker Fee	11
Claims Management Services and Third-Party Administration (TPA)	11



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 \$1,250,030 with a \$25,000 per occurrence deductible. The Named Storm deductible is a 10% deductible of the insured value per location per occurrence. There is no minimum threshold on the deductible. 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 due to extreme inflation, increases in interest rates and natural disaster, including but not limited to Hurricane Michael, Hurricane Nicole, and Hurricane Ian.

Insurance carriers and reinsurers are focusing on accurate valuations of assets. The Town's insurance carrier conducted a property asset survey in October 2022. The Town was able to



negotiate the valuation from \$85,889,199 to \$72,681,714. The valuation will increase 30% rather than 54% with the overall increase at 175% rather than 199%. This resulted in a cost savings of \$267,000.

The Town's new total insured value will be \$72,681,714 for FY24. This is up from \$55,753,067 in FY23. The limit of \$72,681,714 is dedicated to the Town and is **not** shared among other members within FMIT.

Below are options for a 5%, 7.5% or 10% deductible for named storms:

Named Storm Deductible Options	Property Premium
Option 1 – 5% (current)	\$1,470,376
Option 2 – 7.5%	\$1,352,973
Option 3 – 10%	\$1,250,030

Below are cities that received similar property premium increases:

- City of Boynton Beach- 195%
- Village of Tequesta – 200%
- Village of Palm Springs – 277%
- Town of South Palm Beach – 200%
- Town of Lake Park – 205%
- Delray Beach – 125%

Below is a 5 year Premium and total insured value history:

Year	Total insured value "TIV"	Property premium
FY2024 proposed	\$72,681,714	\$1,250,030 *
FY2023	\$55,753,067	\$533,866
FY2022	\$53,942,363	\$495,899
FY2021	\$53,837,863	\$441,525
FY2020	\$42,432,363	\$370,439
FY2019	\$40,893,204	\$313,442

* Increased name storm deductible from 5 % to 10%



To ensure the best pricing, the Town's insurance broker, Relation Insurance Services did obtain estimated pricing with layering coverage, but it was not competitive with the FMIT premium and policy coverages.

Carrier: Florida Municipal Insurance Trust "FMIT"

	<u>FY23</u>	<u>FY24</u>
Premium:	\$533,866	\$1,250,030
Deductible:	\$25,000	\$25,000
	<i>5% per scheduled location for Named Storm</i>	<i>10% per scheduled location for Named Storm</i>
Total Insured Value:	\$55,753,067	\$72,681,714

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>FY23</u>	<u>FY24</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. Unfortunately, the carrier is no longer writing this coverage.

Carrier: Scottsdale Insurance Company – NO LONGER WRITING THIS COVERAGE

All rental equipment will need to be scheduled on the FMIT property policy and associated premiums will be charged. The rate will depend on the type and value of the equipment and will be pro-rated for the period of use.



	<u>FY24</u>	<u>FY24</u>
Premium:	\$6,250	N/A
Deductible:	\$5,000 and 5% wind/hail subject to \$5,000 minimum	
Limit of Liability:	\$500,000	

NFIP Flood

The Stafford Act requires the Town to purchase coverages such as flood and property, when possible, 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 \$35,198. 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>FY23</u>	<u>FY24</u>
Premium:	\$34,116	\$35,198 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). There is an annual premium of \$5,547 with a \$1,000,000 limit of liability and \$100,000 deductible.

Carrier: Travelers Insurance Co.

	<u>FY23</u>	<u>FY24</u>
Premium:	\$5,400	\$5,547
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 \$7,408 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>FY23</u>	<u>FY24</u>
Premium:	\$7,026	\$7,408
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.

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.

Carrier: Florida Municipal Insurance Trust “FMIT”

	<u>FY23</u>	<u>FY24</u>
Premium:	\$48,915	\$61,754
Deductible:	\$200,000	\$200,000
Limit of Liability:	5,000,000 per occurrence/ unlimited aggregate	5,000,000 per occurrence/ unlimited 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.

Law enforcement has a 12% increase in payrolls from FY23 \$7,324,928 to an estimated FY24 payroll of \$8,169,515. Payroll is one of the variables that impacts the insurance rating for this coverage.

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.



Carrier: Florida Municipal Insurance Trust “FMIT”

	<u>FY23</u>	<u>FY24</u>
Premium:	\$32,901	\$35,167
Deductible:	\$200,000	\$200,000
Limit of Liability:	5,000,000 per occurrence/ unlimited aggregate	5,000,000 per occurrence/ unlimited 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.

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.

Carrier: Florida Municipal Insurance Trust “FMIT”

	<u>FY23</u>	<u>FY24</u>
Premium:	\$109,153	\$117,211
Deductible:	\$200,000 POL & EPLI	\$200,000 POL & EPLI
Limit of Liability:	5,000,000 per occurrence/ unlimited aggregate	5,000,000 per occurrence/ unlimited 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.

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.

Carrier: Florida Municipal Insurance Trust "FMIT"

	<u>FY23</u>	<u>FY24</u>
Premium:	Included	Included
Deductible:	\$200,000	\$200,000
Limit of Liability:	5,000,000 per occurrence/ unlimited aggregate	5,000,000 per occurrence/ unlimited 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 183 vehicles. The limit of liability is \$1M per occurrence/ no annual aggregate with a \$100,000 per occurrence self-insured retention.

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.

Carrier: Florida Municipal Insurance Trust "FMIT"

	<u>FY23</u>	<u>FY24</u>
Premium:	\$49,791	\$55,658
Deductible:	\$100,000	\$100,000
Limit of Liability:	\$1,000,000 per occurrence/ unlimited aggregate	\$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 \$23,139 with a \$10,000 deductible per occurrence.



Carrier: Florida Municipal Insurance Trust “FMIT”

	<u>FY23</u>	<u>FY23</u>
Premium:	\$22,052	\$23,139
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 six (6) drones. The Unmanned Aircraft Liability policy has a limit of liability of \$1,000,000 per occurrence with zero deductible and physical damage coverage has been included for drones valued over \$4,000 with a 5% deductible.

Carrier: Global Aerospace

	<u>FY23</u>	<u>FY24</u>
Premium:	\$2,941	\$3,652 estimated
Deductible:	zero (Liability)	zero (Liability)
	5% (physical damage)	5% (physical damage)
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 to obtain, as most insurance carriers are no longer offering policies to 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.



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.

Carrier: Florida Municipal Insurance Trust “FMIT”

	<u>FY23</u>	<u>FY23</u>
Premium:	\$7,500	\$7,875
Deductible:	\$35,000	\$35,000
Limit:	\$1,000,000 aggregate	\$1,000,000 aggregate

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>FY23</u>	<u>FY24</u>
Premium:	\$7,349	\$7,726
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 Statute 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 \$118,599. 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 \$7,120.



Workers' Compensation premiums are calculated based upon several variables such as payroll, job classification codes and experience modification rates. The Town's overall payroll has increased by 8% over the past year.

The Town's experience modification rate is excellent at only .61. 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>FY23</u>	<u>FY24</u>
Premium:	\$107,874	\$118,599
Assessment to State:	\$6,654	\$7,120
Total Costs:	\$114,528	\$125,719
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 FY24 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>FY23</u>	<u>FY24</u>
Relation Insurance Services, Inc.	\$45,000	\$50,000
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>FY23</u>	<u>FY24</u>
Flat Fee Rate:	\$54,828	\$65,792

NON-EXCLUSIVE INSURANCE BROKER SERVICES AGREEMENT

This agreement (“Agreement”), entered into this 12th day of September 2023, 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, 2023.

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 \$50,000 through September 30, 2024. 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, 2024.
 - (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 President Relation Insurance Services of Florida 700 Central Parkway Stuart, FL 34994
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Town of Palm Beach:	Karen Temme, ARM Risk Manager 360 South County Road Palm Beach, FL 33480
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Copy to:	Robert Miracle, Deputy Town Manager - Finance & Administration 360 South County Road Palm Beach, FL 33480
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- (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 always 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:

Kelly Churney, Acting Town Clerk

Corporate Seal

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 12th day of September, 2023, 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, 2023.

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, 2024. 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, 2024.
 - (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:

Robert Miracle, Deputy Town Manager –
Finance & Administration
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 always 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:

Kelly Churney, 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 12th day of September 2023, 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, 2023. Agreement term shall expire on September 30, 2024, 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 \$65,792 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
Town of Palm Beach
360 S. County Road
Palm Beach, Fl 33480

Robert Miracle, Deputy Town Manager -
Finance & Administration
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 12, 2023.

ATTEST:

Kelly Churney, Acting Town Clerk

Corporate Seal

TOWN OF PALM BEACH

Town Council Meeting on: September 12, 2023

Section of Agenda

Resolutions

Agenda Title

RESOLUTION NO. 102-2023 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving Award to Contract Unleaded and Diesel Fuel through Southeast Florida Governmental Purchasing Cooperative to Port Consolidated in the Annual Amount of \$600,212 and Establishing a Project Budget of \$690,243 for FY24.

Presenter

Dean Mealy, Procurement and Contract Manager

ATTACHMENTS:

- ▣ **Memorandum dated August 25, 2023, from Dean Mealy, Procurement and Contract Manager**
- ▣ **Resolution No. 102-2023**

TOWN OF PALM BEACH

Information for Town Council Meeting on: September 12, 2023

TO: Mayor and Town Council

VIA: Kirk W. Blouin, Town Manager

VIA: Bob Miracle, CPA, Deputy Town Manager, Finance and Administration

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

RE: Approve the Award to Contract Unleaded and Diesel Fuel through the Southeast Florida Governmental Purchasing Cooperative Group to Port Consolidated in the Annual Amount of \$600,212 and Establishing a Project Budget of \$690,243 for FY24 - **Resolution No. 102 -2023**

DATE: August 25, 2023

STAFF RECOMMENDATION

Town staff recommends that Town Council approve the Award to Contract Unleaded and Diesel Fuel through the Southeast Florida Governmental Purchasing Cooperative Group to Port Consolidated in the Annual Amount of \$600,212 and Establishing a Project Budget of \$690,243.

GENERAL INFORMATION

The Town has historically purchased fuel through the Southeast Florida Governmental Purchasing Cooperative Group. The Southeast Florida Governmental Purchasing Cooperative Group negotiated best pricing and service delivery with Port Consolidated. All municipalities in Palm Beach County, Broward County and Miami-Dade County utilize this contract for unleaded and diesel fuel.

The requested funding amount is based on departmental budget submission and past usage.

PROCUREMENT AND CONTRACT BACKUP

Procurement and Contracts has verified satisfactory performance by Port Consolidated. In review of options to secure fuel, the Southeast Florida Governmental Purchasing Cooperative Group has negotiated the best pricing available to their customers.

FUNDING/FISCAL IMPACT

Funding for this award will be from departmental operating budgets for their respective fleet needs.

TOWN ATTORNEY REVIEW

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

RESOLUTION NO. 102-2023

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF
PALM BEACH, PALM BEACH COUNTY, FLORIDA,
APPROVING AWARD TO CONTRACT UNLEADED AND
DIESEL FUEL THROUGH SOUTHEAST FLORIDA
GOVERNMENTAL PURCHASING COOPERATIVE TO PORT
CONSOLIDATED IN THE ANNUAL AMOUNT OF \$600,212 AND
ESTABLISHING A PROJECT BUDGET OF \$690,243 FOR FY24**

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. 102-2023, approving award to Contract Unleaded and Diesel Fuel through Southeast Florida Governmental Purchasing Cooperative to Port Consolidated in the Annual Amount of \$600,212 and Establishing a Project Budget of \$690,243 for FY24.

Section 2. The Town Manager is hereby authorized to execute the Contract and Purchase Order on behalf of the Town of Palm Beach for these improvements.

PASSED AND ADOPTED in a regular, adjourned session of the Town Council of the Town of Palm Beach assembled this 12th day of *September 2023*.

Danielle H. Moore, Mayor

Margaret A. Zeidman, Town Council President

Bobbie D. Lindsay, Council President Pro Tem

ATTEST:

Julie Araskog, Town Council Member

Edward A. Cooney, Town Council Member

Kelly Churney, Acting Town Clerk

Lewis S.W. Crampton, Town Council Member

TOWN OF PALM BEACH

Town Council Meeting on: September 12, 2023

Section of Agenda

Resolutions

Agenda Title

RESOLUTION NO. 103-2023 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving Award to Contract for Office Supplies to Office Depot in the Amount of \$79,750 and Establishing a Project Budget of \$87,000 for FY24.

Presenter

Dean Mealy, Procurement and Contract Manager

ATTACHMENTS:

- ▣ **Memorandum dated August 25, 2023, from Dean Mealy, Procurement and Contract Manager**
- ▣ **Resolution No. 103-2023**

TOWN OF PALM BEACH

Information for Town Council Meeting on: September 12, 2023

TO: Mayor and Town Council

VIA: Kirk W. Blouin, Town Manager

VIA: Bob Miracle, CPA, Deputy Town Manager, Finance and Administration

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

RE: Approve the Award to Contract for Office Supplies to Office Depot in the Amount of \$79,750 and Establishing a Project Budget of \$87,000 for FY24 - **Resolution No. 103 -2023**

DATE: August 25, 2023

STAFF RECOMMENDATION

Town staff recommends that Town Council approve the Award to Contract for Office Supplies to Office Depot in the Amount of \$79,750 and Establishing a Project Budget of \$87,000 for FY24.

GENERAL INFORMATION

The Town has historically purchased office supplies from Office Depot using the City of Tamarac Florida Contract #19-12R. The City of Tamarac contract provides better pricing and terms from that of the State of Florida Contract.

The requested funding amount is based on departmental budget submission and past usage.

PROCUREMENT AND CONTRACT BACKUP

Procurement and Contracts has verified satisfactory performance by Office Depot. In review of options to secure office supplies, the City of Tamarac has negotiated the best pricing available to their customers.

FUNDING/FISCAL IMPACT

Funding for this award will be from departmental operating budgets for their respective office supply needs.

TOWN ATTORNEY REVIEW

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

RESOLUTION NO. 103-2023

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF
PALM BEACH, PALM BEACH COUNTY, FLORIDA,
APPROVING AWARD TO CONTRACT FOR OFFICE
SUPPLIES TO OFFICE DEPOT IN THE AMOUNT OF \$79,750
AND ESTABLISHING A PROJECT BUDGET OF \$87,000 FOR
FY24**

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. 103-2023, approving award to contract for Office Supplies to Office Depot in the amount of \$79,750 and establishing a project budget of \$87,000 for FY24.

Section 2. The Town Manager is hereby authorized to execute the Contract and Purchase Order on behalf of the Town of Palm Beach for these improvements.

PASSED AND ADOPTED in a regular, adjourned session of the Town Council of the Town of Palm Beach assembled this 12th day of *September 2023*.

Danielle H. Moore, Mayor

Margaret A. Zeidman, Town Council President

Bobbie D. Lindsay, Council President Pro Tem

ATTEST:

Julie Araskog, Town Council Member

Edward A. Cooney, Town Council Member

Kelly Churney, Acting Town Clerk

Lewis S.W. Crampton, Town Council Member

TOWN OF PALM BEACH

Town Council Meeting on: September 12, 2023

Section of Agenda

Resolutions

Agenda Title

RESOLUTION NO. 104-2023 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving the Award of ITB 2023-39 Electrical Services to a combination CR Dunn, Inc., Grid One Electrical Construction, Inc., Sullivan Electric Pump Inc., Universal Electric of Florida, Inc., and Wilco Electrical LLC as Primary, Secondary or Tertiary Awardees in the Amount of \$102,300 and Establishing a Project Budget of \$117,645 and Establishing a Five-Year Award in the Amount of \$621,795 based on Satisfactory Performance and Budget Authorization.

Presenter

Dean Mealy, Procurement and Contract Manager

ATTACHMENTS:

- ▣ **Memorandum dated August 25, 2023 from Dean Mealy, Procurement and Contract Manager**
- ▣ **Resolution No. 104-2023**
- ▣ **Bid Table**

TOWN OF PALM BEACH

Information for Town Council Meeting on: September 12, 2023

TO: Mayor and Town Council

VIA: Kirk W. Blouin, Town Manager

VIA: Robert Miracle, CPA Deputy Town Manager, Finance and Administration

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

RE: Resolution Approving the Award of ITB 2023-39 Electrical Services to a combination CR Dunn, Inc., Grid One Electrical Construction, Inc., Sullivan Electric Pump Inc., Universal Electric of Florida, Inc., and Wilco Electrical LLC as Primary, Secondary or Tertiary Awardees in the Amount of \$102,300 and Establishing a Project Budget of \$117,645 and Establish a Five-Year Award in the Amount of \$621,795 based on Satisfactory Performance and Budget Authorization

DATE: August 25, 2023

STAFF RECOMMENDATION

Staff recommends Town Council approve Resolution No. 101-2023, Approving the Award of ITB 2023-39 Electrical Services to a combination CR Dunn, Inc., Grid One Electrical Construction, Inc., Sullivan Electric Pump Inc., Universal Electric of Florida, Inc., and Wilco Electrical LLC as Primary, Secondary or Tertiary Awardees in the Amount of \$102,300 and Establishing a Project Budget of \$117,645 and Establish a Five-Year Award in the Amount of \$621,795 based on Satisfactory Performance and Budget Authorization.

SUMMARY EXPLANATION/BACKGROUND

The Procurement and Contract Management Division issued ITB 2023-39 Electrical Services to support Townwide facilities. There are two current contracts covering electrical services needs that are set to expire September 30, 2023.

The Procurement and Contract Management Team broadcast this solicitation through DemandStar to over 2000 individual email addresses tied to firms identified via commodity codes. This project was also advertised on the Public Purchase Website, the Town Website, and the Palm Beach Post.

The Town received six (6) submissions all of which were found to be responsive and responsible for the solicitation documents. The Town has gained one additional provider in the award. The previously awarded vendors, CR Dunn Inc., Wilco Electrical LLC., Universal Electric of Florida, Inc. and Sullivan Electric Pump have had good working relationships with the Town and have had satisfactory performance evaluations.

The award of \$102,300 for FY24 is split between Public Works, Recreation and the Marina.

Upon evaluation of all submissions, the Town made a business decision to award CR Dunn, Inc. as Primary awardee for the Town Docks and Town Owned Traffic Signalization lots. The decision on these two lots was based on CR Dunn, Inc. being trained by the marina builder to maintain power pedestals and possessing valuable knowledge of Town infrastructure. A business decision was also made on the Par 3 lot to award Sullivan Electric Pump Inc. as Primary awardee. Since Sullivan Electric Pump Inc. is authorized service center by manufacturer in our geographical area for equipment's that are installed in Par 3.

FUNDING/FISCAL IMPACT

Funding for this contract will be from the Public Works, the Marina, and Recreation Department's Operating Budgets.

TOWN ATTORNEY REVIEW

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

RESOLUTION NO. 104-2023

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF
PALM BEACH, PALM BEACH COUNTY, FLORIDA,
APPROVING THE AWARD OF ITB 2023-39 ELECTRICAL
SERVICES TO A COMBINATION CR DUNN, INC., GRID ONE
ELECTRICAL CONSTRUCTION, INC., SULLIVAN ELECTRIC
PUMP INC., UNIVERSAL ELECTRIC OF FLORIDA, INC., AND
WILCO ELECTRICAL LLC AS PRIMARY, SECONDARY OR
TERTIARY AWARDEES IN THE AMOUNT OF \$102,300 AND
ESTABLISHING A PROJECT BUDGET OF \$117,645 AND
ESTABLISHING A FIVE-YEAR AWARD IN THE AMOUNT OF
\$621,795 BASED ON SATISFACTORY PERFORMANCE 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. 104-2023, the Award of ITB 2023-39 Electrical Services to a combination CR Dunn, Inc., Grid One Electrical Construction, Inc., Sullivan Electric Pump Inc., Universal Electric of Florida, Inc., and Wilco Electrical LLC as Primary, Secondary or Tertiary Awardees in the Amount of \$102,300 and Establishing a Project Budget of \$117,645 and Establishing a Five-Year Award in the Amount of \$621,795 based on Satisfactory Performance and Budget Authorization.

Section 2. The Town Manager is hereby authorized to execute the Contract and Purchase Order on behalf of the Town of Palm Beach for these improvements.

PASSED AND ADOPTED in a regular, adjourned session of the Town Council of the Town of Palm Beach assembled this 12th day of *September 2023*.

Danielle H. Moore, Mayor

Margaret A. Zeidman, Town Council President

Bobbie D. Lindsay, Council President Pro Tem

ATTEST:

Julie Araskog, Town Council Member

Edward A. Cooney, Town Council Member

Kelly Churney, Acting Town Clerk

Lewis S.W. Crampton, Town Council Member



TOWN OF PALM BEACH

ITB No. 2023-39 Electrical Services

Item/Lot	Vendor	Award By Lot
Town Buildings, Parks and Right of Ways	Universal Electric of Florida, Inc.	Primary Lot Awardee
Town Buildings, Parks and Right of Ways	Grid One Electrical Construction, Inc.	Secondary Lot Awardee
Town Buildings, Parks and Right of Ways	CR Dunn, Inc.	Tertiary Lot Awardee
Town Docks	CR Dunn, Inc.	Primary Lot Awardee
Town Docks	Universal Electric of Florida, Inc.	Secondary Lot Awardee
Town Docks	Grid One Electrical Construction, Inc.	Tertiary Lot Awardee
Town Owned Traffic Signalization	CR Dunn, Inc.	Primary Lot Awardee
Town Owned Traffic Signalization	Grid One Electrical Construction, Inc.	Secondary Lot Awardee
Town Owned Traffic Signalization	Wilco Electrical llc	Tertiary Lot Awardee
Town Par 3	SULLIVAN ELECTRIC AND PUMP, INC.	Primary Lot Awardee
Town Par 3	Universal Electric of Florida, Inc.	Secondary Lot Awardee
Town Par 3	Grid One Electrical Construction, Inc.	Tertiary Lot Awardee
Town Pump Stations	CR Dunn, Inc.	Primary Lot Awardee
Town Pump Stations	Grid One Electrical Construction, Inc.	Secondary Lot Awardee
Town Pump Stations	SULLIVAN ELECTRIC AND PUMP, INC.	Tertiary Lot Awardee
Town Street Lights	Universal Electric of Florida, Inc.	Primary Lot Awardee
Town Street Lights	Grid One Electrical Construction, Inc.	Secondary Lot Awardee
Town Street Lights	CR Dunn, Inc.	Tertiary Lot Awardee

Town made a business decision to award as Primary to CR Dunn as they have been trained by marina builder, to maintain power pedestals before new Town Marina opened just two years ago.

Town made a business decision to award as Primary to CR Dunn due to the fact that they were Town vendor for a long time and possess a valuable knowledge of Town infrastructure.

Town made a business decision, due to its best interest, to award to Sullivan Electric due to the fact that Sullivan is authorized service center by manufacturer in our geographical area for equipment's that are installed in Par 3.

Town made a business decision to award as Primary to CR Dunn due to the fact that they were Town vendor for long time and they are very familiar and know Town Pump Station Systems.

TOWN OF PALM BEACH

Town Council Meeting on: September 12, 2023

Section of Agenda

Resolutions

Agenda Title

RESOLUTION NO. 106-2023 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving a Purchase Order to Blue Line Innovations in the Amount of \$70,000 for Police Uniforms Utilizing the City of Lakeland Florida Contract.

Presenter

Dean Mealy, Procurement and Contract Manager

ATTACHMENTS:

- ▣ **Memorandum dated August 28, 2023, from Dean Mealy, Procurement and Contract Manager**
- ▣ **Resolution No. 106-2033**
- ▣ **Agreement**
- ▣ **Bid Tab**

TOWN OF PALM BEACH

Information for Town Council Meeting on: September 12, 2023

TO: Mayor and Town Council

VIA: Kirk W. Blouin, Town Manager

VIA: Robert Miracle, CPA Deputy Town Manager, Finance and Administration

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

RE: Resolution to Approve a Purchase Order to Blue Line Innovations for Police Uniforms in the Annual Amount of \$70,000, **Resolution No. 106 -2023**

DATE: 28 August 2023

STAFF RECOMMENDATION

Town staff recommends that Town Council approve Resolution No. 106-2023, approving a purchase order to Blue Line Innovations for Police Uniforms in the annual amount of \$70,000.

GENERAL INFORMATION

Town Procurement and Contract Management utilizes the City of Lakeland Contract with Blue Line Innovations to procure uniforms for the Police Department. Both the City of Lakeland and the vendor have approved offering the Town the same terms and conditions.

The Police Department has been satisfied with both the product and the service provided to outfit officers.

FUNDING/FISCAL IMPACT

Funding for this service is from a Police Department Budget.

POLICE REVIEW

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

TOWN ATTORNEY REVIEW

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

RESOLUTION NO. 106-2023

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF
PALM BEACH, PALM BEACH COUNTY, FLORIDA,
APPROVING A PURCHASE ORDER TO BLUE LINE
INNOVATIONS IN THE AMOUNT OF \$70,000 FOR POLICE
UNIFORMS UTILIZING THE CITY OF LAKE LAND FLORIDA
CONTRACT**

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. 106-2023, approving a Purchase Order to Blue Line Innovations in the Amount of \$70,000 for Police Uniforms Utilizing the City of Lakeland Florida Contract.

Section 2. The Town Manager is hereby authorized to execute the Contract and Purchase Order on behalf of the Town of Palm Beach for these improvements.

PASSED AND ADOPTED in a regular, adjourned session of the Town Council of the Town of Palm Beach assembled this 12th day of *September 2023*.

Danielle H. Moore, Mayor

Margaret A. Zeidman, Town Council President

Bobbie D. Lindsay, Council President Pro Tem

ATTEST:

Julie Araskog, Town Council Member

Edward A. Cooney, Town Council Member

Kelly Churney, Acting Town Clerk

Lewis S.W. Crampton, Town Council Member



- Respect
- Integrity
- Team Work
- Excellence

Lakeland Police Department

Sammy Taylor, Jr.
Chief of Police

August 3, 2023

Blue Line Innovations
1101 Clare Avenue
West Palm Beach, Florida 33401

Attn: Cathie Nash

Reference: City of Lakeland Bid #9210
Annual Purchase of Uniforms for the Lakeland Police Department

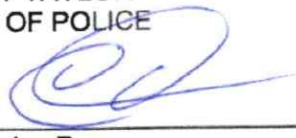
Dear Ms. Nash:

The referenced bid was awarded to your business September 2019 and subsequently provides for the annual purchase of uniforms for the Lakeland Police Department through September 30, 2020. The bid specification provides for up to (4) one-year renewals of the contract based upon mutual consent. It is the desire of the Lakeland Police Department to exercise the option to extend the existing contract through September 30, 2024.

Please indicate below your acceptance or rejection of this proposed action and return to my office within two (2) weeks of the date of this memorandum. It can be mailed, emailed (Charlie.Dormer@lakelandgov.net) or faxed (863.834.6984) back. Thank you.

Sincerely,

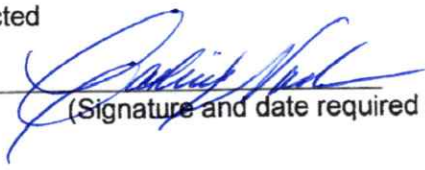
SAMMY TAYLOR
CHIEF OF POLICE

By: 
Charles Dormer
Fiscal Operations Manager

☐ Accepted under existing terms of contract

☒ Accepted with modifications as follows: See new pricing

☐ Rejected

By:  Date: 8/15/23
(Signature and date required regardless of option selected)

Product	Description	2022 Price	New Price	Increase %
8370XP	Blauer Armor Skin	83.7	\$89.9	7.4%
8372	Blauer S/S Polyester Street Shirt	37.8	\$42.0	11.1%
8371	Blauer L/S Polyester Street Shirt	41.6	\$46.0	10.6%
8675	Blauer S/S Polyester Shirt	47.5	\$53.5	12.6%
8675W	Blauer S/S Polyester Shirt	47.5	\$53.5	12.6%
8670	Blauer L/S Polyester Shirt	52.4	\$58.5	11.6%
8670W	Blauer L/S Polyester Shirt	52.4	\$58.5	11.6%
8610-Z	Blauer S/S Class Act Shirt	39.7	\$45.0	13.4%
8610W-Z	Blauer S/S Class Act Shirt	39.7	\$45.0	13.4%
8600-Z	Blauer L/S Class Act Shirt	44.3	\$49.0	10.6%
8600W-Z	Blauer L/S Class Act Shirt	44.3	\$49.0	10.6%
8657T	Blauer 6 Pocket Trouser	52.4	\$60.4	15.2%
8657WT	Blauer 6 Pocket Trouser	52.4	\$60.4	15.2%
8650T	Blauer 4 Pocket Class Act Trouser	42.1	\$48.6	15.3%
8650WT	Blauer 4 Pocket Class Act Trouser	42.1	\$48.6	15.3%
225	Blauer Fleece Lined V-Neck Sweater	93	\$97.5	4.9%
4660	Blauer Soft Shell Duty Jacket	116	\$124.0	6.9%
26990	Blauer Reversible 48" Rain Jacket	139.5	\$146.0	4.7%
26991	Blauer Reversible 31 1/2" Rain Jacket	121	\$128.0	5.8%
123	Blauer Snap on Hood for Rain Jacket	11.8	\$13.0	10.2%
8133	Blauer ColorBlock Performance Polo	57.8	\$62.0	7.3%
8134	Blauer SSB Cool Performance Polo	33.8	\$38.0	12.4%
8842	Blauer Bike Shorts	64.5	\$67.7	5.0%

TOWN OF PALM BEACH

Town Council Meeting on: September 12, 2023

Section of Agenda

Resolutions

Agenda Title

RESOLUTION NO. 107-2023 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving Proposal from MCCI Laserfiche from Premise to the Cloud in the Amount of \$162,154.38 and Establishing a Project Budget of \$172,000.

Presenter

Dean Mealy, Procurement and Contract Manager

ATTACHMENTS:

- ▣ **Memorandum dated August 25, 2023 from Dean Mealy, II CPPO Town Procurement and Contract Manager**
- ▣ **Resolution No. 107-2023**
- ▣ **Proposal**

TOWN OF PALM BEACH

Information for Town Council Meeting on: September 12, 2023

TO: Mayor and Town Council

VIA: Kirk W. Blouin, Town Manager

VIA: Robert Miracle, CPA Deputy Town Manager, Finance and Administration

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

RE: Resolution No. 107-2023 Approving the Proposal from MCCI. LLC., Laserfiche from Premise to the Cloud in the Amount of \$162,154.38 and Establishing a Project Budget of \$172,000

DATE: August 25, 2023

STAFF RECOMMENDATION

Staff recommends Town Council approve Resolution No. 107-2023, approving the proposal from MCCI Laserfiche from Premise to the Cloud in the Amount of \$162,154.38 and Establishing a Project Budget of \$172,000.

SUMMARY EXPLANATION/BACKGROUND

The Town utilizes MCCI Laserfiche for records management.

As we continue to navigate the challenges of modern business operations, it has become increasingly evident that our existing equipment is antiquated and no longer supports our evolving needs. The MCCI Laserfiche Cloud Hosted solution presents a comprehensive and efficient way to address our document management and storage requirements while enhancing overall productivity.

Our current document management system, due to its outdated nature, has resulted in inefficiencies and bottlenecks that impact on our daily operations. Retrieving and sharing critical documents has become a time-consuming process, leading to delays, and missed opportunities. The MCCI Laserfiche Cloud Hosted solution offers a contemporary approach to document management, enabling us to access, organize, and collaborate on documents seamlessly from anywhere. By transitioning to this cloud-based solution, we can alleviate the strain on our IT infrastructure, eliminate maintenance costs associated with legacy systems, and benefit from regular updates and security enhancements that keep our data protected.

FUNDING/FISCAL IMPACT

Funding for this program is from the IT Operational Budget.

TOWN ATTORNEY REVIEW

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

RESOLUTION NO. 107-2023

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF
PALM BEACH, PALM BEACH COUNTY, FLORIDA,
APPROVING PROPOSAL FROM MCCI LASERFICHE FROM
PREMISE TO THE CLOUD IN THE AMOUNT OF \$162,154.38
AND ESTABLISHING A PROJECT BUDGET OF \$172,000**

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. 107-2023, approving proposal from MCCI Laserfiche from Premise to the Cloud in the amount of \$162,154.38 and establishing a project budget of \$172,000

Section 2. The Town Manager is hereby authorized to execute the Contract and Purchase Order on behalf of the Town of Palm Beach for these improvements.

PASSED AND ADOPTED in a regular, adjourned session of the Town Council of the Town of Palm Beach assembled this 12th day of *September 2023*.

Danielle H. Moore, Mayor

Margaret A. Zeidman, Town Council President

Bobbie D. Lindsay, Council President Pro Tem

ATTEST:

Julie Araskog, Town Council Member

Edward A. Cooney, Town Council Member

Kelly Churney, Acting Town Clerk

Lewis S.W. Crampton, Town Council Member

Estimate

Town of Palm Beach

Issued: August 16, 2023



RECOMMENDED SOLUTION OVERVIEW: LASERFICHE

MCCi is recommending the Laserfiche solution and MCCi Professional Services for your organization. With capabilities ranging from electronic records management to document routing, electronic forms, and integrations, Laserfiche is a powerful solution that enables the entire enterprise. Please keep in mind some of the features of Laserfiche:

USER-FRIENDLY

Laserfiche is very easy to learn, navigate, and use. With a folder structure similar to Windows Explorer, Laserfiche will seem familiar to your staff, giving them the confidence to begin scanning and retrieving documents almost immediately after installation.

COMPREHENSIVE SECURITY

Laserfiche Comprehensive Security allows you to control and administer the security of your documents. You determine which functions, such as scanning and printing, each staff member may use.

INTELLIGENT SEARCH

The Laserfiche Search Engine is a powerful tool to help users find the documents they need during their day-to-day processes, including full-text search, index search, and document and folder name. The Laserfiche full-text search unlocks the contents of your documents; if you need to find a word or phrase within a document, Laserfiche retrieves it immediately. An easy Google-style toolbar is available for searching as well.

INTEGRATION

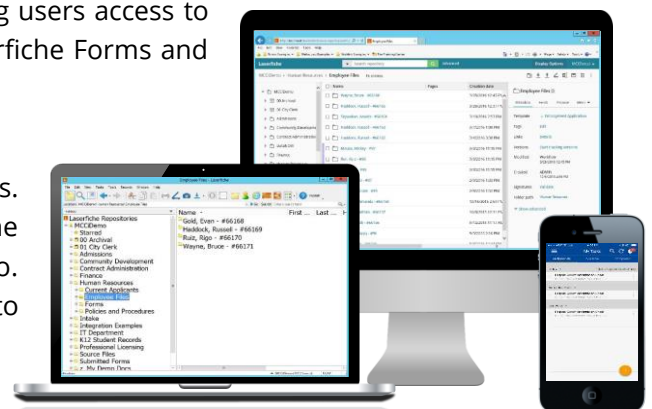
Laserfiche is the central repository for records in your organization and allows you to integrate other main line-of-business solutions easily. Whether you are looking for a way to integrate with a departmental solution, ERP solution, Microsoft Office application or SharePoint, etc., Laserfiche has options available to reduce duplicate data entry and provides seamless access to your records.

E-FORMS & BUSINESS PROCESS AUTOMATION

Laserfiche allows users to capture information while automating and transforming business processes. Users are finding efficiencies by reducing the time processes take and giving users access to information instantaneously through the implementation of Laserfiche Forms and Laserfiche Workflow, resulting in cost savings for the organization.

MOBILITY & WEB TOOLS

Mobile devices are used in organizations for day-to-day operations. Laserfiche has options available to ensure you can access Laserfiche from these devices and perform related actions quickly on the go. There are also options to give your outside citizens/clients access to records through the web to promote transparency and decrease records requests.



LASERFICHE RIO

MCCi is recommending the Rio Enterprise platform for your organization. Laserfiche Rio seamlessly combines traditional content services platform (CSP) functionality with powerful business process management, auditing tools, and security. This platform is designed for clients like you, who **innovate and evolve** with changing technologies, **digitally transforming** their organization, and expanding business processes across the enterprise.

By providing unlimited document repositories and servers, Laserfiche Rio supports development, testing, staging, and production, putting you in complete control of your business processes and system design. With capabilities ranging from records management to document routing, electronic forms, and digital signatures, Laserfiche Rio provides an easy-to-use, cost-effective platform for automating day-to-day business processes.

Each Laserfiche Rio System and Full Named User includes:

- Unlimited Laserfiche Application Servers
- Unlimited Laserfiche Repositories
- Windows, Web and Mobile Clients
- Laserfiche Advanced Audit Trail
- Laserfiche Snapshot & Email
- Laserfiche Workflow
- Laserfiche Forms Essentials
- Laserfiche Digital Signatures
- Laserfiche Discussions
- Laserfiche Integration with Microsoft Office

LASERFICHE LICENSING GUIDE

To determine which platform/licenses are applicable, please refer to the [Pricing](#) section.

LASERFICHE PLATFORM ARCHITECTURE		
	Avante	Rio
Application Servers	1	Unlimited
Repositories	1-15 (1 included)	Unlimited
Database Options	SQL Express, SQL	SQL
Web Admin Console	Included	Included (Directory Server)
FULL USE ACCESS LICENSES		
Full Named Users	Minimum of 10	Minimum of 25
Workflow	Included	Included
Snapshot	Included	Included
Email	Included	Included
Web Client	Included	Included
Mobile Access	Included	Included
Digital Signatures	Add-on Option	Included
Audit Trail	Add-on Option (Starter, Standard, Advanced)	Included (Advanced)
ScanConnect	Add-on Option	Add-on Option
Connector	Add-on Option	Add-on Option
Forms Essentials	Included with v10.2.1+	Included with v10.2.1+
Forms Professional	Add-on Option	Add-on Option
LIMITED USE ACCESS LICENSES		
Retrieval Named Users	Not Available	Minimum of 200 only if currently owned
Forms Authenticated Participants	Add-on Option only if currently owned	Add-on Option only if currently owned
Participant Users	Add-on Option	Add-on Option
Participant Users (Subscription)	Add-on Option w/LFDS	Add-on Option
Community Users (Subscription)	Add-on Option w/LFDS	Add-on Option
Education Users (Subscription)	Add-on Option w/LFDS	Add-on Option
Process Users (Subscription)	Add-on Option w/LFDS	Add-on Option
Enterprise Identity Management	Not Available	Add-on Option*
MODULE BASED LICENSES		
Import Agent	Add-on Option	Add-on Option
Public Portal (WebLink) †	Options: Web Distribution (5), Starter (10), Standard (25), Midsize (50), Unlimited	Options: Pilot (25), Unlimited (1, 2 or Unlimited Laserfiche Application Server(s))
Records Management	Add-on Option	Add-on Option
Quick Fields ††	Add-on Option	Add-on Option
Forms Portal	Add-on Option	Add-on Option
Enterprise Forms Portal #	Add-on Option	Add-on Option

† Public Portal is licensed per Laserfiche Application Server; Web Distribution version only comes with 1 security profile

†† Quick Fields is licensed per machine rather than per user, except on Subscription and Cloud where the number of available installations is limited to the number of named users. Multiple Quick Fields modules/options are available dependent upon platform.

Enterprise Forms Portal allows for Forms Portal to be activated on more than one Laserfiche Forms Application Server

*Licensed by total number of users (Named, Participant, Community and Education).

RECOMMENDED SOLUTION OVERVIEW: **MANAGED CLOUD**

MCCi Managed Cloud operates cloud infrastructure on your behalf, providing a secure and compliant environment without the worry of day-to-day management. By implementing best practices to maintain your infrastructure, this Infrastructure as a Service (IaaS) offering reduces operational overhead, while automating common activities, such as change requests, monitoring, patch management, security, and backup services, and providing full-lifecycle services to provision, run, and support your infrastructure. Managed Cloud mitigates risk and removes the burden of infrastructure operations so you can direct resources toward differentiating your business.

At MCCi, we understand our clients' needs are always changing. Our Managed Cloud Services team is standing by to engage with you on growth strategies, ongoing support, and future infrastructure needs.

MANAGED CLOUD BENEFITS

- Eases the cloud transformation process by eliminating the learning curve for architecting secure, scalable solutions on a cloud platform.
 - For existing clients that have an on-premises Laserfiche system, MCCi can handle the data migration for you. Since each client's needs are different, this migration will be quoted separately and is not included in our standard packages.
- Provides higher availability with zone-redundant services protect from single points of failure, reducing unplanned downtime and help desk and system administration time.
- Allows for virtually unlimited scaling capability, improving agility in responding to new and ever-changing national and international regulations.
- Ensures security and compliance with a FedRAMP Authorized at Level High infrastructure and next generation firewall with application layer security
- Manages updates and protects your data, including a nightly backup of all application data and databases.

FULLY MANAGED CONFIGURATION AND DEPLOYMENT

Our team of experts will do all the heavy lifting for configuring and deploying your cloud infrastructure. Once deployed, we will provide all infrastructure support services for your environment including:

- Network, security, system, computing resource, and database management.
- Application deployment, scaling, and lifecycle management.
- Patch management:
 - Monitoring and categorization of new patches and vulnerabilities.
 - Client notification of patch related maintenance windows.
 - Patch testing and roll out.
 - Auditing and reporting of device compliance.
- Backup and restore services.
- The operating system and SQL licensing needed for your infrastructure.

AZURE GOVERNMENT CLOUD

Microsoft Azure Government Cloud is [FedRAMP Authorized](#) at Level High and is able to handle data that is subject to certain government regulations and requirements, such as NIST800.171 (DIB), ITAR, IRS 1075, DoD L4, and CJIS. To provide you with the highest level of security and compliance, Azure Government uses physically isolated datacenters and networks (located in U.S. only). MCCi has undergone a strict validation of eligibility for deploying in the Azure Government cloud.

MONITORING AND ALERTING WITH 24/7 ON-CALL ESCALATION

Our monitoring and alerting systems allow us to notify you of any issues from our cloud-based Network Operations Center (NOC). Our engineers can handle any cloud infrastructure issues 24/7.

ENCRYPTION

MCCi's Managed Cloud service targets end-to-end encryption, where available. Data disks are implemented using Azure Managed Disks and are encrypted at rest with Storage Services Encryption (SSE), which utilizes 256-bit AES

encryption. Azure Disk Encryption is available upon request. Where available, both front- and back-end data in transit is encrypted using TLS 1.2 or better. Data stored in SQL databases is encrypted using SQL Transparent Data Encryption (TDE).

BACKUPS

MCCi utilizes Azure Backup services to provide independent and isolated backups to guard against accidental destruction of original data. Backups are stored in a Recovery Services Vault with built-in management of recovery points. Using Recovery Services vaults, MCCi can restore files and folders from a VM or the entire VM. MCCi's Azure Backup based recovery services offering provides two types of replications to keep your storage/data highly available:

- MCCi's default offering:
 - Locally redundant storage (LRS) replicates your data three times (it creates three copies of your data) in a storage scale unit in a datacenter. All copies of the data exist within the same region. LRS is a low-cost option for protecting your data from local hardware failures.
- Enhanced offerings available upon request:
 - Geo-redundant storage (GRS) replicates your data to a secondary region (hundreds of miles away from the primary location of the source data). GRS costs more than LRS, but GRS provides a higher level of durability for your data, even if there's a regional outage.
- *Note:* MCCi's default retention period for Managed Cloud is 10 days. Extended retention period offerings available and priced separately.

FIREWALLS

MCCi's Managed Cloud infrastructure utilizes Palo Alto next-generation firewalls that:

- Adhere to the “allow what you want to allow and deny all else” premise and protect your network with security policies that are based on the application identity, irrespective of port, protocol, SSL encryption or evasive tactic.
- Inspect the application stream to prevent known threats, such as viruses, vulnerability exploits, botnets, and spyware, as well as unknown threats, such as advanced persistent threats.
- Allow us to leverage agile, inline network security and threat prevention to consistently manage and protect our applications hosted within our public cloud virtualized data center environment.

ACTIVE DIRECTORY INTEGRATION

Laserfiche supports several options for Identity Management. Depending on whether the system is a new deployment or an existing deployment that is being migrated to the Managed Cloud, there may be limitations in supported migration options or additional network communications required of the Client's network to support the desired configuration.

SUPPLEMENTAL SUPPORT PACKAGES

As Client's first-tier solution provider, MCCi provides multiple options for technical support. Client's annual renewal covers application break/fix support, version downloads, and continued educational resources. MCCi offers supplemental support packages to cover remote training, basic configuration services, and maintenance of existing business processes. MCCi's Managed Support Services (MMSS) or Process Administration Support Services (MPASS & MPASS2) packages are strongly encouraged to be included with every renewal. Supplemental Support Packages are annual subscriptions and pricing is based on the package purchased and an advanced discounted block of hours, which expire on the same date as Client's annual renewal. MMSS pricing for the advanced block of hours is based on MCCi's Support Technician II hourly rate discounted by 10%. MPASS and MPASS2 pricing for the advanced block of hours is based on MCCi's Application Support Analyst hourly rate discounted by 10%.

LASERFICHE

	MCCi's Managed Support Services	MCCi's Process Administration Support Services	
Description	MMSS	MPASS	MPASS2
Easy access to MCCi's team of Certified Technicians for application break/fix support issues (i.e., error codes, bug fixes, etc.) ⁺	■	■	■
Remote access support through web conferencing service ⁺	■	■	■
Access to product update version and hotfixes (Client Download) ⁺	■	■	■
24/7 access to the Laserfiche Support Site and Laserfiche Answers discussion forums ⁺	■	■	■
Additional Remote Basic Training	■	■	■
Additional System Settings Consultation	■	■	■
Assistance with Implementation of Version Updates	■	■	■
Annual Review (upon Client's request) of Administration Settings	■	■	■
Priority Offering of Laserfiche CPPs & Laserfiche Empower Registration Scholarships	■	■	■
Configuration and maintenance of <i>basic</i> business processes and MCCi packaged solution utilizing Laserfiche Forms and Workflow	■	■	■
Configuration of Laserfiche Quick Fields sessions	■	■	■
Basic Records Management Module Overview Training	■	■	■
Administration Configuration Services	■	■	■
Dedicated Certified Professional		■	■
Proactive recurring consultation calls upon the Client's request		■	■
Annual Review of business process configurations			■
Institutional Knowledge of Client's Solution			■
Maintenance of MCCi/Client configured <i>complex</i> business processes			■
Ability to schedule after-hours upgrades Monday-Friday 8 am to 10 pm ET and Saturday-Sunday from 12 pm to 4 pm ET			■
Basic JavaScript, CSS, and Calculations for Laserfiche Forms ⁺			■

⁺ Client's Support/Subscription Renewal includes these benefits, regardless of whether a supplemental package is purchased.

^{*} Excludes the development of new integrations, large-scale development projects, and SQL queries. Excludes maintenance of custom-built integrations, or any item not purchased from MCCi.

^{**} **Hours:** MCCi allows clients to use their hours for a multitude of services, if a request will not start a service that cannot be completed with the

hours available. None of the packages listed above are intended to be utilized to configure a new *complex* business process. In those instances, a separate SOW is required.

CLIENT RESPONSIBILITIES (All Packages)

- For self-hosted (applications hosted by Client) solutions: Configuring/maintaining backups and any general network, security, or operating system settings outside of Client's solution.
- Managing application-level security.
- Managing and creating retention policies related to Records Management Module.
- Providing an IT contact (internal or third-party) for MCCi to work with as necessary.
- Providing remote access capabilities as needed. If the Client requests MCCi to have unattended access, the Client assumes all responsibility for the related session(s). The Client will work with MCCi to set up user profiles, user tags, etc. to allow desired security rights/access.
- Creating/providing process diagrams (and any other necessary paperwork/examples).

SUPPLEMENTAL SUPPORT PACKAGE DEFINITIONS

ADDITIONAL REMOTE TRAINING

Additional web-based training is conducted to train new users or as refresher training for existing users.

ADDITIONAL SYSTEM SETTINGS CONSULTATION

MCCi offers additional best practices consultation that includes recommendations for adding additional departments, additional types of indexing, etc.

REMOTE IMPLEMENTATION OF VERSION UPDATES

While Client's renewal includes version updates, implementation of those updates is sometimes overlooked. With the addition of MMSS, MCCi is at Client's service to directly assist with implementing software updates such as minor updates, quick fixes or point releases. Dependent on the complexity and the Client's specific configurations, major software upgrades may or may not be covered and should be discussed with Client's Account Management Team.

ANNUAL SYSTEM REVIEW & ANALYSIS

MCCi will access Client's system to review how Client's organization uses Client's solution, to identify potential issues, and to make recommendations for better use of the system. This analysis may be performed annually and is an optional service that will be completed only if requested by the Client.

LASERFICHE CERTIFICATIONS

Priority offering of complimentary Laserfiche certifications, based on availability.

LASERFICHE CONFERENCE REGISTRATION

Priority offering of complimentary Laserfiche Empower registration, based on availability.

CONFIGURATION AND MAINTENANCE OF BASIC BUSINESS PROCESS

Utilizing Laserfiche Forms and Workflow, MCCi will assist with the configuration and maintenance of *basic* business processes. A basic business process requires minimal configuration and virtually no institutional knowledge of the Client's business process, allowing an MCCi Application Support Analyst to assist with configuration, support, and maintenance of the process. Examples include Filing Workflows, simple Forms, or approval/notification workflows that have few routing steps, no integration, and little to no database lookups.

MAINTENANCE OF MCCi PACKAGED SOLUTION: MCCi will assist with maintenance with a solution MCCi has created for a market that has a specific business process automation use.

CONFIGURATION OF LASERFICHE QUICK FIELDS SESSIONS

Using Client's current Quick Fields modules, MCCi will configure Quick Fields sessions, excluding custom scripting, custom calculations, etc.

BASIC RECORDS MANAGEMENT MODULE OVERVIEW TRAINING

MCCi will provide refresher overview training of the records management module. Initial training cannot be performed under this support level.

ADMINISTRATION CONFIGURATION SERVICES

MCCi will assist with administration configuration services, including setting up users, metadata, security, etc.

DEDICATED LASERFICHE CERTIFIED PROFESSIONAL

While on MCCi's **MMSS** level, Client will have access to MCCi's team of Certified Support Professionals; with **MPASS** and **MPASS2**, Client will have a representative dedicated to Client's organization.

SCHEDULED RECURRING CONSULTATION CALLS

Upon Client's request, Client's **MPASS** representative will schedule recurring calls with Client to discuss Client's current and upcoming projects. This helps us stay on the same page with Client and ensure tasks and project milestones are being completed.

ANNUAL REVIEW OF BUSINESS PROCESS CONFIGURATIONS

MCCi will review Client's business processes to see how Client's organization uses the solution, to identify potential issues, and to make recommendations for better use of the system. This analysis may be performed annually and is an optional service that will be completed only if requested by the Client.

INSTITUTIONAL KNOWLEDGE OF CLIENT SOLUTION

Turnover within Client's organization can happen, and it is important to have a plan. Who will help Client's new solution administrator get up to speed on Client's processes and solutions in place? Leave that to us. MCCi documents Client's specific organization's usage and implemented business processes, integrations, etc., and can assist with the knowledge transfer to the new solution administrator if needed.

MAINTENANCE OF MCCi/CLIENT CONFIGURED COMPLEX BUSINESS PROCESSES

The assigned representative can maintain MCCi or Client configured *complex* business processes. A *complex* business solution is a large business process with an extensive configuration that is mission-critical to the organization. For example, minor tweaks, updates due to upgrades, process improvements, etc. can be requested. For creation of new complex Forms, Workflow, and Transparent Records Management configurations, please discuss a Business Process Configuration Service with Client's Account Executive or Account Manager.

ABILITY TO SCHEDULE AFTER-HOURS UPGRADES

Avoid MCCi's after-hours premium charge for upgrades. MPASS2 clients can schedule these anytime Monday-Friday from 8 am to 10 pm ET and Saturday and Sunday from 12 pm to 4 pm ET.

BASIC JAVASCRIPT, CSS AND CALCULATIONS FOR LASERFICHE FORMS

Excludes complex scripting.

BASIC LASERFICHE WEBLINK/PUBLIC PORTAL CUSTOMIZATION

MCCi will help customize Client's WebLink/Public Portal to meet Client's needs.

SERVICE LEVEL AGREEMENT (SLA)

MCCi's SLAs are offered as additional options to Client's annual support/subscription. An SLA offers clients escalated response times depending on the severity of the support issue, as well as other additional benefits. The SLA documentation and pricing is readily available upon request. MCCi currently has two separate SLAs available:

- Infrastructure Hosting
- Application Support (Client Self-Hosted)
- Application Support (Cloud Applications)

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ESTIMATE – LASERFICHE



3717 Apalachee Parkway, Suite 201
Tallahassee, FL 32311
850.701.0725
850.564.7496 fax

Client Name: Town of Palm Beach
Estimate Number: 28505
Estimate Type: Platform Change

Quote Date: August 16, 2023

<i>Product Description:</i>	<i>Qty.</i>	<i>Unit Cost</i>	<i>OMNIA – NCPA 01- 162</i>	<i>Total</i>
<u>EXISTING LASERFICHE SOFTWARE SYSTEM CONFIGURATION</u>				
☒ Laserfiche Avante Server for SQL Express with Workflow	-1	\$1,470.58	N/A	(\$1,470.58)
☒ Laserfiche Avante Server for MS SQL with Workflow	-1	\$4,901.97	N/A	(\$4,901.97)
☒ Laserfiche Avante Records Management Module	-1	\$5,882.35	N/A	(\$5,882.35)
☒ Laserfiche Avante Additional Repository for MS SQL	-1	\$980.40	N/A	(\$980.40)
☒ Laserfiche Avante Named Full User with Web Access	-5	\$588.23	N/A	(\$2,941.15)
☒ Laserfiche Avante Named Full User with Snapshot and Email	-163	\$490.20	N/A	(\$79,902.60)
☒ Laserfiche Avante Web Client	-163	\$98.03	N/A	(\$15,978.89)
☒ Laserfiche Avante Standard Audit Trail	-163	\$73.53	N/A	(\$11,985.39)
☒ Laserfiche Avante Standard Public Portal	-1	\$24,509.80	N/A	(\$24,509.80)
☒ Laserfiche Avante Quick Fields	-2	\$588.23	N/A	(\$1,176.46)
☒ Laserfiche Avante Zone OCR and Validation Package	-2	\$2,745.10	N/A	(\$5,490.20)
☒ Laserfiche Avante Import Agent	-1	\$1,147.06	N/A	(\$1,147.06)
☒ Scan Connect 5 pack	-1	\$647.07	N/A	(\$647.07)
<i>Existing Laserfiche Software Credit Total</i>				(\$157,013.92)
<u>CONTENT SERVICES SOFTWARE LICENSING FOR RIO</u>				
☒ Laserfiche Rio Records Management Edition Named Full User (100-199 Users)	132	\$885.50	\$823.52	\$108,704.64
☒ Laserfiche Rio Records Management Edition Participant User (50-199 Users)	50	\$319.00	\$296.67	\$14,833.50
☒ Laserfiche Rio Pilot Public Portal	1	\$25,000.00	\$23,250.00	\$23,250.00
☒ Laserfiche Rio Quick Fields Core	2	\$5,000.00	\$4,650.00	\$9,300.00
☒ Laserfiche Rio Import Agent	1	\$1,500.00	\$1,395.00	\$1,395.00
<i>Laserfiche Software Subtotal</i>				\$157,483.14
GRAND TOTAL - ONE-TIME SOFTWARE				\$469.22

Product Description:	Qty.	Unit Cost	OMNIA – NCPA 01- 162	Annual Total
<u>LASERFICHE ANNUAL SOFTWARE SUPPORT - BASIC</u>				
☒ Laserfiche Rio Records Management Edition Named Full User (100-199 Users)	132	\$177.10	\$159.39	\$21,039.48
☒ Laserfiche Rio Records Management Edition Participant User (50-199 Users)	50	\$63.80	\$57.42	\$2,871.00
☒ Laserfiche Rio Pilot Public Portal	1	\$5,000.00	\$4,500.00	\$4,500.00
☒ Laserfiche Rio Quick Fields Core	2	\$1,000.00	\$900.00	\$1,800.00
☒ Laserfiche Rio Import Agent	1	\$300.00	\$270.00	\$270.00
<i>Laserfiche Annual Recurring Software Support Subtotal</i>				<i>\$30,480.48</i>
<u>LASERFICHE ANNUAL SUBSCRIPTION - BASIC</u>				
☒ Laserfiche ScanConnect Subscription	5	\$100.00	\$95.00	\$475.00
<i>Laserfiche Annual Recurring Subscription Subtotal</i>				<i>\$475.00</i>
<u>MCCi ANNUAL SUBSCRIPTION</u>				
☒ Laserfiche PowerPack by MCCi Subscription <i>Requires dedicated Full Named User.</i>	1	\$1,000.00	\$950.00	\$950.00
<i>MCCi Annual Recurring Subscription Subtotal</i>				<i>\$950.00</i>
<u>MCCi SUPPLEMENTAL SUPPORT SERVICES SUBSCRIPTION</u>				
☒ MCCi Process Administration Support Services for Laserfiche, Level 2 <i>Client needs are estimated based on the current components provided herein: up to 20 hours that will expire at the end of your renewal term.</i>	1	\$6,750.00	\$6,750.00	\$6,750.00
☒ MCCi SLA for Laserfiche (125-249 Users)	1	\$7,850.00	\$7,065.00	\$7,065.00
<i>MCCi Supplemental Support Services Annual Recurring Subscription Subtotal</i>				<i>\$13,815.00</i>
GRAND TOTAL - RECURRING ANNUAL SUPPORT/SUBSCRIPTION				\$45,720.48

Service Description:	Qty.	Unit Cost	OMNIA – NCPA 01- 162	Total
<u>MCCi PROFESSIONAL SERVICES - STATEMENT OF WORK</u>				
☒ Managed Cloud System Migration and Sandbox <i>Please see detailed Exhibit A: Statement of Work (SOW).</i>	1	\$50,737.50	\$48,200.63	\$48,200.63
<i>Professional Services Subtotal</i>				<i>\$48,200.63</i>
GRAND TOTAL - ONE-TIME SERVICES				\$48,200.63

EXISTING LASERFICHE SOFTWARE SUPPORT CREDIT

✓ Laserfiche Avante Server for SQL Express with Workflow	-1	
✓ Laserfiche Avante Named Full User with Web Access	-5	
✓ Laserfiche Avante Server for MS SQL with Workflow	-1	
✓ Laserfiche Avante Additional Repository for MS SQL	-1	
✓ Laserfiche Avante Named Full User with Snapshot and Email	-163	
✓ Laserfiche Avante Web Client	-163	
✓ Laserfiche Avante Standard Audit Trail	-163	
✓ Laserfiche Avante Records Management Module	-1	
✓ Laserfiche Avante Standard Public Portal	-1	
✓ Laserfiche Avante ScanConnect 5 Pack (Legacy)	-1	
✓ Laserfiche Avante Quick Fields	-2	
✓ Laserfiche Avante Zone OCR and Validation Package	-2	
✓ Laserfiche Avante Import Agent	-1	
✓ Laserfiche Software Support Credit Proration	1	
✓ Existing Laserfiche Software Support Credit Total		(\$12,685.21)

EXISTING MCCi SUPPORT/SUBSCRIPTION CREDIT

✓ OCR Scheduler for Laserfiche	-1	
✓ Process Administration Support Services, Level 2	-1	
✓ MCCi Supplemental Support/Subscription Services Credit Proration	1	
Existing MCCi Supplemental Support/Subscription Credit Total		(\$3,138.24)

GRAND TOTAL - ESTIMATED EXISTING SUPPORT CREDIT**(\$15,823.44)****TOTAL LASERFICHE PROJECT COST****\$78,566.88**

NOTE: The information presented in this document is based on the results of MCCi and Client's collaborative preliminary discovery thus far and merely serves as an estimate to be used for planning purposes. As planning and discovery continue, the project scope and costs may change to meet the specific needs of the Client. MCCi will present a formal detailed pricing proposal and project scope for approval prior to the start of any project. This is not a formal quote. Additional services will likely need to be included based on required discovery session.

ESTIMATE – MANAGED CLOUD



3717 Apalachee Parkway, Suite 201
Tallahassee, FL 32311
850.701.0725
850.564.7496 fax

Client Name: Town of Palm Beach
Estimate Number: 28505
Estimate Type: Net New

Estimate Date: August 16, 2023

<i>Product Description:</i>	<i>Qty.</i>	<i>Unit Cost</i>	<i>OMNIA – NCPA 01- 162</i>	<i>Annual Total</i>
<u>MCCi ANNUAL SUBSCRIPTION</u>				
☒ Laserfiche Managed Cloud, V300 <i>Includes 3 Servers (1 Web, 1 App, 1 DB with SQL Standard), 256GB Protected Document Storage, 256GB Protected Database Storage, and 1 S2SVPN.</i>	1	\$39,950.00	\$38,751.50	\$38,751.50
☒ Managed Cloud Protected Storage, 2,048 GB	1	\$6,800.00	\$6,596.00	\$6,596.00
☒ Managed Cloud Protected Storage, 8,192 GB	1	\$32,000.00	\$31,040.00	\$31,040.00
<i>MCCi Annual Recurring Subscription Subtotal</i>				<i>\$76,387.50</i>
GRAND TOTAL - RECURRING ANNUAL SUPPORT/SUBSCRIPTION				<i>\$76,387.50</i>
<u>HIGH SPEED DATA TRANSFER SOLUTION</u>				
☒ High Speed Transfer for up to 12TB	1	\$7,200.00	N/A	\$7,200.00
<i>MCCi One-Time Solution Subtotal</i>				<i>\$7,200.00</i>
GRAND TOTAL - ONE-TIME SOLUTION				<i>\$7,200.00</i>
TOTAL MCCi MANAGED CLOUD PROJECT COST				<i>\$83,587.50</i>

NOTE: The information presented in this document is based on the results of MCCi and Client's collaborative preliminary discovery thus far and merely serves as an estimate to be used for planning purposes. As planning and discovery continue, the project scope and costs may change to meet the specific needs of the Client. MCCi will present a formal detailed pricing proposal and project scope for approval prior to the start of any project. This is not a formal quote. Additional services will likely need to be included based on required discovery session.

Exhibit A:

Statement of Work

Town of Palm Beach

Managed Cloud System Migration and Sandbox

Issued: August 16, 2023

Valid for 30 days



STATEMENT OF WORK ("SOW")

This Statement of Work (including appendices hereto, the ("SOW") is part of Client's Master Agreement with MCCi (the "Master Agreement") and will serve as an Exhibit to the Order. If there is any conflict or inconsistency between the provisions of this SOW and the Master Agreement, the provisions of the Master Agreement shall apply unless the discrepancy is specifically called out within this SOW in which case this SOW shall control solely with respect to such conflict or inconsistency. All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Master Agreement. In consideration of the foregoing and of the mutual covenants and promises set forth herein, MCCi and Client agree as follows:

BACKGROUND

Client has engaged MCCi to migrate their Laserfiche Avante Platform to MCCi's Azure Government Managed Cloud environment and transition to Laserfiche RIO. This will allow Client to quickly scale their environment as needed, while ensuring their data is protected by having a daily backup schedule, independent and isolated backups, high availability, and a dedicated instance fully managed by our MCCi team.

PROJECT OBJECTIVES

- Project Kickoff and Staging
- Discovery/Requirements Gathering
- Laserfiche Installation - PROD
- Laserfiche System Migration
- Upgrade to LFDS Installation
- Laserfiche SAML Identity Provider Configuration
- MCCi's Managed Cloud Configuration of Laserfiche Applications' Connection Profiles
- Laserfiche PowerPack by MCCi Installation and Configuration Package
- MCCi's Managed Cloud Onsite Database Synchronization
- Alpha Testing/User Acceptance Testing
- Solution Acceptance and Project Closeout
- Post-Engagement Assistance

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PROJECT STAKEHOLDERS

GENERAL INFORMATION

PROJECT NAME	PROJECT MANAGER	MCCi SINGLE POINT OF CONTACT
Managed Cloud System Migration and Sandbox	TBD	Bryan Frick

MCCi SOW PREPARATION INFORMATION

NAME	TITLE	EMAIL	PHONE NUMBER
Rose Brewer	Solutions Architect	rwells@mccinnovations.com	(850) 701-0725

CLIENT DECISION MAKER

NAME	TITLE	EMAIL	PHONE NUMBER
Andy Jadoo	Director of Information Technology	ajadoo@townofpalmbeach.com	(561) 227-6310

CLIENT PROJECT STAKEHOLDERS

NAME	TITLE	EMAIL	PHONE NUMBER
Andy Jadoo	Director of Information Technology	ajadoo@townofpalmbeach.com	(561) 227-6310

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MILESTONES & DELIVERABLES

MILESTONE	DELIVERABLES
1: Project Kickoff and Staging	Project Kickoff: MCCi team will coordinate and conduct 30-minute meeting with Client project stakeholders to review project objectives, assumptions, deliverable(s); and discuss procedures, plans, collaboration platform, roles, timeline, etc. Remote Access Set Up for MCCi Project Team: Client IT contact will work with MCCi Project Manager to establish the appropriate remote server access needed for the project and according to Client's internal security protocols. Creation of Asana Project: MCCi Project Manager will create and manage project timelines, milestones, deliverables, communication, etc. through Asana and provide access to Client's project team.
2: Discovery/ Requirements Gathering	MCCi will complete requirements gathering with client stakeholders to services and deliverables specific to Milestone(s)
3: Laserfiche Installation – PROD	MCCi's Installation milestone is designed for MCCi to install and do initial configuration of the applications that come with your Laserfiche Licensing Platform (RIO). MCCi DELIVERABLES - Install and configure one (1) instance of each application in one (1) environment (Production) as outlined in the Laserfiche Assumptions section - Perform basic software deployment testing EXCLUSIONS - Installing and configuring failover clusters or load balancing - Configuring servers in DMZs - Migration of existing Laserfiche environment/applications to new environment - Configuring identity providers other than Active Directory ASSUMPTIONS - Google Chrome or Chromium Microsoft Edge is installed on all Laserfiche servers - If applicable, Client has also ordered Installation and Initial Configuration of Active Directory Certificate Services package (see package description for full detail)
4: Laserfiche System Migration	MCCi's System Migration milestone is designed for MCCi to assist with moving your existing Laserfiche infrastructure with your currently installed applications to your new server environment and upgrading to the latest Laserfiche supported versions. CLIENT DELIVERABLES - Create backup of Laserfiche databases MCCi DELIVERABLES - Restore Laserfiche databases in new SQL environment - Transfer Laserfiche Repository volume data to new environment - Register existing repositories in the new environment with the various Laserfiche applications - Upgrade existing Laserfiche applications to newest supported version of Laserfiche - Perform basic software deployment testing EXCLUSIONS - Installing and configuring failover clusters or load balancing - Configuring servers in DMZs

	▪ Updates to configuration in any Workflows, Forms, Quick Fields, or Import Agent Sessions migrated ▪ Configuring Identity Providers other than native Active Directory ▪ Installing or Configuring applications that were not already installed or configured ▪ Migrating custom settings or integrations ASSUMPTIONS ▪ Google Chrome or Chromium Microsoft Edge is installed on all servers. ▪ The currently installed Laserfiche products must be version 8.3 or higher, or an additional charge for an upgrade in place to version 8.3 will be required. ▪ If applicable, Client has also ordered Installation and Initial Configuration of Active Directory Certificate Services package (see package description for full detail).
5: Upgrade to LFDS Installation	MCCi's Upgrade to LFDS Installation milestone is designed to upgrade a Client's system from repository authentication to using directory server authentication. This includes migrating repository user accounts and groups to directory server and configuring existing Laserfiche web products to use directory server authentication. MCCi DELIVERABLES ▪ Install and configure LFDS in one (1) environment (Production) ▪ Migrate repository user accounts and groups to LFDS ▪ Configure Laserfiche web products for Single Sign-On using LFDS authentication in one (1) environment (E.g., Test, Dev, Staging, QA, etc.) ▪ Perform basic software deployment testing EXCLUSIONS ▪ Adding new users, creating new groups, access rights, and security ▪ Migrating existing Laserfiche environment/applications to new environment ASSUMPTIONS ▪ Google Chrome or Chromium Microsoft Edge is installed on all Laserfiche servers ▪ Included if applicable; Installation and Configuration of AD CS Services package, see package description for full detail. ▪ Repository user accounts can be migrated using the User Account Migration tool. If the tool is not able to be used, a change order may be needed.
6: Laserfiche SAML Identity Provider Configuration	MCCi's Laserfiche SAML Identity Provider milestone is designed to help Client configure directory server with a SAML 2.0 supported identity provider. CLIENT DELIVERABLES ▪ Provide MCCi with claims mapping configuration information from SAML 2.0 Identity Provider (IdP) MCCi DELIVERABLES ▪ Configure directory server to use the Client's SAML identity provider for authentication in the Laserfiche system ▪ Provide Client training on how to create accounts in directory server from the Client's SAML identity provider EXCLUSIONS ▪ Configuring individual Laserfiche web products to use Single Sign On ▪ Troubleshooting issues with the SAML identity provider ▪ Identifying provider conversion: the migration (or conversion) of users from the current identity provider to the new SAML identity provider, including, without limitation, directory server and repository users

	▪ Migrating (or converting) of users from current identity provider to the new SAML identity provider, including directory server and repository users ▪ Creating accounts in directory server from Client's SAML identity provider ASSUMPTIONS ▪ Laserfiche Directory Server is installed and configured. ▪ Client's identity services must support SAML 2.0 tokens. ▪ Client must have sufficient access and privileges to their SAML-compatible identity services to configure Laserfiche as an authorized SAML service provider. This includes (but is not limited to) firewalls, exporting metadata, and importing metadata.
7: MCCi's Managed Cloud Configuration of Laserfiche Applications' Connection Profiles	MCCi's Managed Cloud Configuration milestone is designed for MCCi to configure the connection profiles within the Managed Cloud environment for Laserfiche Forms, Workflow, Quick Fields and Import Agent. MCCi DELIVERABLES ▪ Update of 30 Laserfiche Workflow connection profiles to point to new Laserfiche environment in MCCi's Managed Cloud EXCLUSIONS ▪ Import Agent will not be installed within MCCi's Managed Cloud environment ▪ Quick Fields will not be installed within MCCi's Managed Cloud environment
8: Laserfiche PowerPack by MCCi Installation and Configuration Package	MCCi provides installation and configuration services to assist MCCi's Clients in quickly utilizing the benefits of the powerful features included in PowerPack. CLIENT DELIVERABLES ▪ Provide IIS web server to host the Data Analytics website ▪ Provide SQL Server to host Data Analytics database (will be created during the initial configuration) ▪ Provide server/workstation to install OCR Scheduler and Data Analytics service ▪ Provide Laserfiche Workflow server to install and configure custom Workflow Activities ▪ Provide a dedicated Laserfiche named user license for PowerPack to utilize MCCi DELIVERABLES ▪ Install PowerPack components on a single server (workflow custom activities will be installed on the workflow server) ▪ Configure one OCR Scheduler schedule ▪ Install PDF and Microsoft Office iFilters ▪ Provide one (1) remote overview training for up to one (1) hour EXCLUSIONS ▪ Configuring OCR Scheduler to extract text from electronic files other than PDF and MS Office files (Tiff files will still be OCR'd) ▪ Running OCR on files in Laserfiche record series ▪ Creating workflows ASSUMPTIONS ▪ PowerPack is whitelisted with Client's antivirus software. ▪ Client environment supports the latest Laserfiche SDK runtimes. ▪ Microsoft Visual C++ 2015 Update 3 is installed and configured on Client system. ▪ Microsoft .NET Framework 4.8 is installed and configured on Client system. ▪ Laserfiche Workflow 10.2 or later is installed and configured on Client system. ▪ Laserfiche Server 10.2 is installed and configured on Client system.

9: MCCi's Managed Cloud Onsite Database synchronization	MCCi's Managed Cloud Onsite Database synchronization milestone is designed for MCCi to update the external Line of Business application databases that will be staying onsite to synchronize within the Managed Cloud environment. This will allow for the Laserfiche workflows and Forms database lookups to still function. Client will choose from three methods: Direct, Asynchronous, or Azure SQL Data Sync. CLIENT DELIVERABLES - Provide method of synchronization to MCCi MCCi DELIVERABLES - Configuration and setup of up to two (2) external Line of Business Application Databases, within MCCi's Managed Cloud environment, to include either Direct, Asynchronous, or Azure SQL Data Sync method. EXCLUSIONS - MCCi will not be responsible for maintaining the external databases
10: Alpha Testing/User Acceptance Testing	MCCi will complete Alpha testing of the delivered solutions to ensure they function based upon the outlined design. Client Testing Team will execute User Acceptance Testing (UAT). Client is responsible for fully testing configurations prior to going live. Client will have 2 weeks (10 business days) to complete UAT.
11: Solution Acceptance and Project Closeout	Client will go fully live with the solution. A formal wrap-up call will be held to transition Client to their MCCi Account Management and Support team.
12: Post-Engagement Assistance	MCCi Project Team will continue to be available for 30-days [or Not to Exceed 4 hours] after System Handoff for questions, and in-scope corrections/adjustments

EXCLUDED

GENERAL

- MCCi is not responsible for assigning an external URL for any web-based platform/software module.
- MCCi is not responsible for creating or maintaining a backup and recovery plans.
- MCCi is not responsible for creating training documentation.
- MCCi is not responsible for final testing including, but not limited to configuration changes made by Client's team prior to system Handoff.
- Except where specifically noted, no custom coding is included; configuration work is restricted to the capabilities associated with the out-of-the-box solution.
- MCCi is not responsible for anything not expressly included in this SOW.

SOW ASSUMPTIONS

The following assumptions serve as the basis for this SOW. Any service or activity not described in this SOW is not included in the Scope of services to be provided. Variations to the following may impact the SOW's cost and/or schedule justifying a Change Order (defined below).

DELIVERABLE ACCEPTANCE CRITERIA

MCCi's completion of a Deliverable to Client shall constitute that MCCi has conducted its own review and believes it meets Client's requirements. Client shall then have the right to conduct its own review of the Deliverable as Client deems necessary. If Client, in its reasonable discretion, determines that any submitted Deliverable does not meet the agreed upon expectations, Client shall have five (5) business days after MCCi's submission to give written notice to MCCi specifying the deficiencies in reasonable detail. MCCi shall use reasonable efforts to promptly resolve any such deficiencies. Upon resolution of any such deficiencies, MCCi shall resubmit the Deliverable for review as set forth above. Notwithstanding the foregoing, if Client fails to reject any Deliverable within five (5) business days, such Deliverable shall be deemed accepted.

GENERAL

- Client agrees that the work schedule described herein represents MCCi's current best estimate and is subject to possible change due to circumstances beyond MCCi's direct control and/or new or additional information discovered during the course of the project. Further, Client understands and acknowledges that MCCi's ability to meet such work schedule is dependent upon, among other things, the accuracy of the assumptions and representations made by Client, the timeliness of Client business decisions, and the performance of Client and Client's vendor personnel in meeting their obligations for this project and in accordance with this SOW.
- If either party identifies a business issue during the project, MCCi and Client must jointly establish a plan to resolve the issues with a potential impact analysis of timeline and budget within five (5) business days of identification.
- Any necessary business decision resulting from the identified business issues must be made by Client within five (5) business days from request.
- Client shall provide MCCi accurate data throughout the requirements gathering process.
- Client is responsible to ensure that adequate hardware/infrastructure is in place and capable of handling the extra resources that may be required to support the Business Process Configuration, related software, etc.
- Any additional software licensing needs related to this service/process configuration have not been considered or included as part of this SOW. Client is responsible for ensuring that the required software licensing is available.
- If the Services require MCCi to access or use any third party software products provided or used, Client warrants that it shall have all rights and licenses of third parties necessary or appropriate for MCCi to access or use such third party products and agrees to produce evidence of such rights and licenses upon the reasonable request of MCCi and to indemnify, hold harmless and defend MCCi from and against any claims, actions, demands, lawsuits, damages, liabilities, settlements, penalties, fines, costs and expenses (including reasonable attorneys' fees) to the extent arising from MCCi's access to or use of such third party products.
- Client will maintain primary contacts and project staff for the duration of the project, as a change in staff may result in a Change Order for time spent by MCCi on retraining, reeducating, or changes in direction.
- Through the course of this project, MCCi may choose to utilize the third-party service Asana (<http://www.asana.com>) for project management and team collaboration. Documentation and correspondence exchanged between MCCi and Client may be stored in Asana.
- Client will ensure that all Client's personnel who may be necessary or appropriate for the successful performance of the Services will, on reasonable notice: (i) be available to assist MCCi' personnel by answering business, technical and operational questions and providing requested documents, guidelines and procedures in a timely manner; (ii) participate in the Services as reasonably necessary for performance under this SOW;

and (iii) be available to assist MCCi with any other activities or tasks required to complete the Services in accordance with this SOW.

- The Post-Implementation Configuration Assistance is intended to incur no more than 10 hours over the 30-day period. This assistance is intended to aid in transitioning Client to MCCi Support.
- All Services pricing assumes the Client will grant MCCi unattended access to the required infrastructure for the project. Failure to provide this access will result in a Change Order increasing the cost to the Client

GENERAL TESTING DEFINITIONS

- Alpha Testing – Defined as internal acceptance testing performed by the project team prior to releasing the product or configuration to the Client
- Basic Deployment Testing – Defined as testing to ensure that the crucial functions of the system are operating properly, and that the deployment is stable
- Beta Testing – Defined as the testing performed to verify functionality and fulfillment of user requirements
- User Acceptance Testing – Defined as testing performed by the Client's users to verify and accept the implemented functionality or deployment

GENERAL EXCLUSIONS

- MCCi is not responsible for assigning an external URL for any web-based platform/software module.
- MCCi is not responsible for creating or maintaining backups, backup plans or recovery plans.
- MCCi is not responsible for creating training documentation.
- MCCi is not responsible for final testing including, but not limited to, configuration changes made by Client prior to system handoff.
- Except where specifically noted, no custom coding is included; configuration work is restricted to the capabilities associated with the out-of-the-box solution.

LIMITED LIABILITY

If the Master Agreement is silent on each Parties' limited liability, liability is limited to the amount of dollars received by MCCi directly associated with this Order.

INSTALLATION

- Client shall be responsible for setting up, testing, configuring, and otherwise managing users and user group security, privileges, feature rights, and access rights.
- Client shall provide support for any API-related configurations and integrations being developed by its team or third parties.
- Client shall identify users participating in the business processes and ensure that appropriate user licensing has been acquired/assigned to them based on their role.
- MCCi's technical team will be provided unattended remote access to Client's applicable servers during the duration of the project outlined in this SOW.

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ROLES & RESPONSIBILITIES

PROJECT MANAGER

Responsible for planning, organizing, managing, controlling, and facilitating communicating all phases of the project. Will work with project resources to ensure accurate scoping and timely delivery of project.

SYSTEMS ENGINEER

Responsible for integrating project technical aspects and making information relatable to non-technical personnel. Will work through each phase of the given system and process, from plan along with expansion to validation and operation, on measurable risk assessment, regularly concentrating on performance, testing, scheduling, and budgets.

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BILLING SCHEDULE

FIXED FEE BILLING SCHEDULE

MCCi will bill Client based on the schedule defined below and will bill for actual out of pocket expenses incurred on a monthly basis.

Upon Client Acceptance of the Following Deliverables and/or Completion of the Milestone	Invoice Amount
Kick Off & Achievement of Milestones 1 & 2	\$2,885.63
Achievement of Milestones 3 & 4	\$11,756.25
Achievement of Milestones 5, 6, 7, & 8	\$14,641.88
Achievement of Milestone 9	\$14,107.50
Project Close & Achievement of Milestones 10, 11, & 12 - Final Acceptance	\$4,809.38
Total:	\$48,200.63

If Client cancels this SOW between completed milestones in accordance with the Master Agreement, MCCi may invoice Client for a prorated share of the uncompleted milestone(s) for services actually performed through the date of such termination.

PROCESS & ESCALATION

CHANGE ORDER PROCESS

A Change Order is defined as a modification to the original contract price to complete Deliverables outlined in the SOW or a revised SOW to describe work required to fulfil the SOW. As this project progresses, it may be necessary to amend this SOW. Client understands that any change to this initial SOW will affect the fee and may extend the project completion date. If changes are required, Client will send a written request to MCCi outlining the requested change(s). MCCi will assess the change(s) and provide Client with a formal Change Order request. This Change Order will include the details of the scope change, as well as any additional cost that may be necessary in order to implement the same.

It may be necessary to halt work on this project while Client reviews the Change Order request. After reviewing and approving the Change Order request, Client must return a signed copy to MCCi before work may proceed on the project.

ISSUE ESCALATION

Client may use the following contact information for resolution and escalation of any unresolved issues and tasks. MCCi will acknowledge escalations in writing and include steps toward resolution.

NAME	RESPONSIBILITY/ROLE	CONTACT NUMBER	EMAIL
Victor D'Aurio	Chief Operating Officer	850-701-0725 ext. 1604	victor@mccinnovations.com

TOWN OF PALM BEACH

Town Council Meeting on: September 12, 2023

Section of Agenda

Resolutions

Agenda Title

RESOLUTION NO. 108-2023 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving a Blanket Purchase Order to Gov Connection utilizing the OMNIA Partner's #R210402 Contract in the Amount of \$150,000.

Presenter

Dean Mealy, Procurement and Contract Manager

ATTACHMENTS:

- ▣ **Memorandum dated August 25, 2023 from Dean Mealy, II CPPO Town Procurement and Contract Manager**
- ▣ **Resolution No. 108-2023**

TOWN OF PALM BEACH

Information for Town Council Meeting on: September 12, 2023

TO: Mayor and Town Council

VIA: Kirk W. Blouin, Town Manager

VIA: Robert Miracle, CPA Deputy Town Manager, Finance and Administration

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

RE: Resolution approving a Blanket Purchase Order to Gov Connection in the Amount of \$150,000 for FY24 Utilizing the OMNIA Partner's #R210402 Contract

DATE: August 25, 2023

STAFF RECOMMENDATION

Staff recommends Town Council approve Resolution No. 000-2023, approving a Blanket Purchase Order to Gov Connection in the Amount of \$150,000 for FY24 utilizing the OMNIA Partner's #R210402 Contract.

SUMMARY EXPLANATION/BACKGROUND

The Office of Information Technology utilizes Gov Connection to purchase servers and server components, computers, and peripherals, software, networking equipment and supplies. All purchases are made and secured with established pricing from the OMNIA Partner's #R210402 Contract.

The OMNIA contract is a national cooperative contract which provides for the best terms and pricing.

The Town has exceptional service from Gov Connection during the last awarded Blanket Purchase Order.

FUNDING/FISCAL IMPACT

Funding for this program is from the IT Operational Budget.

TOWN ATTORNEY REVIEW

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

RESOLUTION NO. 108-2023

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF
PALM BEACH, PALM BEACH COUNTY, FLORIDA,
APPROVING A BLANKET PURCHASE ORDER TO GOV
CONNECTION UTILIZING THE OMNIA PARTNER'S #R210402
CONTRACT IN THE AMOUNT OF \$150,000**

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. 108-2023, approving a Blanket Purchase Order to Gov Connection utilizing the OMNIA Partner's #R210402 Contract in the amount of \$150,000.

Section 2. The Town Manager is hereby authorized to execute the Contract and Purchase Order on behalf of the Town of Palm Beach for these improvements.

PASSED AND ADOPTED in a regular, adjourned session of the Town Council of the Town of Palm Beach assembled this 12th day of *September 2023*.

Danielle H. Moore, Mayor

Margaret A. Zeidman, Town Council President

Bobbie D. Lindsay, Council President Pro Tem

ATTEST:

Julie Araskog, Town Council Member

Edward A. Cooney, Town Council Member

Kelly Churney, Acting Town Clerk

Lewis S.W. Crampton, Town Council Member

TOWN OF PALM BEACH

Town Council Meeting on: September 12, 2023

Section of Agenda

Resolutions

Agenda Title

RESOLUTION NO. 109-2023 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, approving a Blanket Purchase Order to Insight Public Safety in the amount of \$275,000 for OMNIA Partners Cobb County IT Products & Services #23-6692-03 contract.

Presenter

Dean Mealy, Procurement and Contract Manager

ATTACHMENTS:

- ▣ **Memorandum dated August 25, 2023, from Dean Mealy, Procurement and Contract Manager**
- ▣ **Resolution No. 109-2023**

TOWN OF PALM BEACH

Information for Town Council Meeting on: September 12, 2023

TO: Mayor and Town Council

VIA: Kirk W. Blouin, Town Manager

VIA: Robert Miracle, CPA Deputy Town Manager, Finance and Administration

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

RE: Resolution approving a Blanket Purchase Order to Insight Public Sector in the Amount of \$275,000 for FY24 Utilizing the OMNIA Partners Cobb County IT Products & Services #23-6692-03 Contact

DATE: August 25, 2023

STAFF RECOMMENDATION

Staff recommends Town Council approve Resolution No. 000-2023, approving a Blanket Purchase Order to Insight Public Sector in the Amount of \$275,000 for OMNIA Partners Cobb County IT Products & Services #23-6692-03 contact.

SUMMARY EXPLANATION/BACKGROUND

The Office of Information Technology utilizes Insight Public Sector to purchase servers and server components, computers, and peripherals, software, networking equipment and supplies. All purchases are made and secured with established pricing from the OMNIA Partners Cobb County IT Products & Services #23-6692-03 contact.

The Town has exceptional service from Insight Public Sector during the last awarded Blanket Purchase Order.

FUNDING/FISCAL IMPACT

Funding for this program is from the IT Operational Budget.

TOWN ATTORNEY REVIEW

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

RESOLUTION NO. 109-2023

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF
PALM BEACH, PALM BEACH COUNTY, FLORIDA,
APPROVING A BLANKET PURCHASE ORDER TO INSIGHT
PUBLIC SAFETY IN THE AMOUNT OF \$275,000 FOR OMNIA
PARTNERS COBB COUNTY IT PRODUCTS & SERVICES #23-
6692-03 CONTRACT**

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. 109-2023, approving a Blanket Purchase Order to Insight Public Safety in the amount of \$275,000 for OMNIA Partners Cobb County IT Products & Services #23-6692-03 contract.

Section 2. The Town Manager is hereby authorized to execute the Contract and Purchase Order on behalf of the Town of Palm Beach for these improvements.

PASSED AND ADOPTED in a regular, adjourned session of the Town Council of the Town of Palm Beach assembled this 12th day of *September 2023*.

Danielle H. Moore, Mayor

Margaret A. Zeidman, Town Council President

Bobbie D. Lindsay, Council President Pro Tem

ATTEST:

Julie Araskog, Town Council Member

Edward A. Cooney, Town Council Member

Kelly Churney, Acting Town Clerk

Lewis S.W. Crampton, Town Council Member

TOWN OF PALM BEACH

Town Council Meeting on: September 12, 2023

Section of Agenda

Consent - Other

Agenda Title

Permission to Close North County Road from Wells Road to Miraflores Drive for Annual Tree Trimming

Presenter

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

ATTACHMENTS:

- ▣ **Memorandum dated August 16, 2023, from H. Paul Brazil, P.E., Director of Public Works**

TOWN OF PALM BEACH

Information for Town Council Meeting on: September 12, 2023

TO: Mayor and Town Council

VIA: Kirk W. Blouin, Town Manager

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

RE: Permission to Close North County Road from Wells Road to Miraflores Drive for Annual Tree Trimming

DATE: August 16, 2023

STAFF RECOMMENDATION

Town staff requests that the Town Council approve the road closure of North County Road for annual tree trimming maintenance and have the Town Manager, or his designee, be authorized to approve this closure in future years.

GENERAL INFORMATION

This operation consists of Ficus tree maintenance, cutting, trimming and/or removal or installation of Ficus trees within the North County Road Canopy. This work is performed annually between the months of May 1st and November 1st (barring emergency work) and, historically, does not exceed an eight (8) hour workday. Additionally, maintenance trimming is performed per direction and guidance by the Town's Arborist, and a certified tree trimming vendor.

Prior to the start of this maintenance trimming, removal or replanting, Public Works supplies memorandum to the Engineering Department to be included in the weekly traffic disruption report which notifies the residents of the project and disruption. The vendor installs appropriate Temporary Traffic Control (TTC) providing alternate routes for vehicular travel.

Because this work occurs annually, staff is requesting that the Town Manager, or his designee, be authorized to approve this closure in the future without the need to return to the Town Council.

Staff requests permission for the annual closing of North County Road from Wells Road to Miraflores Drive between May 1st and November 1st to perform the tasks listed above.

FUNDING/FISCAL IMPACT

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

cc: Jason Debrincat, P.E., Assistant Director of Public Works
Bob Miracle, Director of Finance
Patricia Strayer, P.E., Town Engineer
Dean Mealy, Purchasing Manager

TOWN OF PALM BEACH

Town Council Meeting on: September 12, 2023

Section of Agenda

Consent - Other

Agenda Title

Authorization for Road Closure of South Ocean Boulevard for a Crane to Install Palm Trees at 256 S. Ocean Blvd.

Presenter

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

ATTACHMENTS:

- ▢ **Memorandum dated August 31, 2023, from H. Paul Brazil, P.E., Director of Public Works**
- ▢ **MOT Road Closure Drawing**

TOWN OF PALM BEACH

Information for Town Council Meeting on: September 12, 2023

TO: Mayor and Town Council

VIA: Kirk W. Blouin, Town Manager

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

RE: Authorization for Road Closure of South Ocean Boulevard for a Crane to Install Palm Trees at 256 S. Ocean Blvd.

DATE: August 31, 2023

STAFF RECOMMENDATION

Town staff recommends that Town Council approve the Authorization of the South Ocean Boulevard closure for a crane to set up and install Palm Trees at 256 South Ocean Blvd.

GENERAL INFORMATION

The owners of 256 S. Ocean Blvd. desire to install 20-foot Palm Trees on their lot. The required right-of-way permits for the proposed work have been applied for. To complete the work, the contractor has requested a road closure of South Ocean Boulevard for the crane to be set up. The Palm Trees can be delivered on standard 28-foot-long flatbed trucks, which can navigate our roadways. The proposed work would take place the week of September 18th (weather permitting). The contractor is requesting a 4-hour window to perform the work, between the hours of 9:00 a.m. to 6:00 p.m. Work will be coordinated with other activities occurring this week to minimize traffic impacts.

The roadway detour for northbound traffic is Royal Palm Way, north on South County Road and east up the 100 Block of Seaspray Avenue. An advance Variable Message Board (VMS) on Royal Palm Way (for eastbound traffic) in advance South County Road (with FDOT approval) is planned. For southbound traffic the roadway detour is west on Seaview Avenue to South County Road to Royal Palm Way. Detour map attached.

Attachment

cc: Jason Debrincat, P.E., Assistant Director
Patricia Strayer, P.E., Town Engineer
Michael Roach, P.E., Project Engineer

09/12/23 TCM Backup

 = VARIABLE MESSAGE BOARD

TEMPORARY TRAFFIC CONTROL SHALL COMPLY WITH THE CURRENT EDITION OF THE FOT DESIGN STANDARDS (102-600 SERIES INDEX NUMBERS) AND MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD).

a. Road closure signs mounted in accordance with the vendor drawing for the Type III Barricade shown on the APT.

A&SW Consultants, Inc.
Phone: 386-788-9899
5545 Benchmark Lane
Sanford FL 32773
www.FloridaMOT.com
nicollet@aswconsultants.com

**PLAN NOT
TO SCALE**

PANEL 1	PANEL 2
ROAD CLOSED AHEAD	FOLLOW DETOUR

PANEL 1 PANEL 2
NB OCEAN FOLLOW
BLVD DETOUR

TOWN OF PALM BEACH

Town Council Meeting on: September 12, 2023

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:

- ▣ **Memorandum dated August 28, 2023, from H. Paul Brazil, P.E., Director of Public Works**

TOWN OF PALM BEACH

Information for Town Council Meeting on: September 12, 2023

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 28, 2023

I. COMMUNICATIONS:

A. Community Meetings:

None to report

B. Significant Residential Communications

Staff meetings are focused on Phase 8 easement acquisition.

II. PROGRESS SUMMARY:

Overall, Town-wide construction progress, eleven (11) 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, 5S, P6N and P6S.

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 South Ocean Blvd and South County Road

- Phase 2 South, the project is 96% complete. Pole removal has begun.

Phase 3 North Construction:

From Osceola Way to the north-side of La Puerta Way

- Completed September 17, 2021

Phase 3 South:

From South Ocean Boulevard and South County Road to the alleyway south of Worth Avenue

- Phase 3 South construction is 85% complete.
- Because FPL controls the switching and this phase is very complex, it is difficult to give a date for when the poles can be removed. Staff has requested FPL work with the Town so that poles can be removed prior to November.

Phase 4 North:

From south-side of La Puerta Way to north-side of List Road

- Construction for Phase 4 North is 95% complete. All equipment has been installed. All FPL conversations have been completed. Finalizing plans for pole removal and paving.

Phase 4 South:

From Peruvian Avenue to Royal Palm Way

- Construction is 51% complete.
- All drilling and disruptive work will be completed in Phase 4 South by November.
- Staff are working with the contractor to determine when sidewalks can be poured as soon as possible.

Phase 5 North:

From Country Club Road to Southland Road

- Construction phase is 77% complete.
- Comcast has started installation.
- Poles should come down by the end of the year.

Phase 5 South:

From South Lake Drive/Hibiscus Avenue & Peruvian Avenue/Royal Palm Way, properties between the intracoastal waterway and the Atlantic Ocean and from Royal Palm Way to Seaspray Avenue.

- Construction phase is 71% complete.
- All drilling and disruptive work will be completed by November.
- All equipment will be placed by November and FPL conversions should be underway.
- Poles will come down by June 2024.

Phase 6 North:

From Chateaux Drive and Kawama Lane to the south-side of Plantation Road

- Construction phase is 34% complete.
- Poles should be removed mid 2024 if we stay on schedule and do not have any significant storms that may divert resources away from FPL switching and conversions.

Phase 6 South:

Seaspray Avenue to the south of Royal Poinciana Way

- Construction phase has begun.

Phase 7 North:

Palm Beach Country Club north to the south side of List Road

- Design is 99% complete and on schedule.
- 79 of 79 (100%) easements approved.

Phase 7 South:

Atlantic Avenue north to Via Los Incas and Sanford Avenue

- Design is 89% complete and on schedule. Bid packages are being prepared and expected to be issued in the next 30 days.
- 53 of 55 (96%) easements approved.

Phase 8:

Royal Poinciana Way north to Everglade Avenue

- Design is 52% complete and on schedule.
- 27 of 115 (23%) easements approved.

III. FINANCIAL SUMMARY:

A. FEMA Grant Update:

- Quarterly submittals are in for approval.

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 which has been updated to include Phase 7 North.

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%
7N	\$10,472,977.00	\$5,980,000.00	\$4,492,977.00	75.1%
Totals	\$63,615,502.02	\$57,010,000.00	\$6,605,502.02	11.6%

Staff will present the Construction Manager at Risk Guaranteed Maximum Price contract for Phase 7 North for approval at the August Town Council meeting. Phase 7 South will be presented in January 2024. Phase 8 should be presented to Town Council the summer of 2024.

cc: Bob Miracle, Deputy Town Manager
Kevin Schanen, Kimley-Horn & Associates

Underground Utility Project Budget
Project Financial Summary
July 31, 2023

Expenditures	Original OPC	Dec 2019 OPC	Budget	Actual	% Expended
Phase 1	\$ 12,620,000	\$ 12,910,000	\$ 12,773,514	\$ 12,718,730	99.6%
Phase 2	\$ 9,170,000	\$ 13,470,000	\$ 13,669,545	\$ 13,515,025	98.9%
Phase 3	\$ 10,910,000	\$ 15,400,000	\$ 16,539,285	\$ 14,849,349	89.8%
Phase 4	\$ 10,370,000	\$ 15,220,000	\$ 19,081,845	\$ 13,306,642	69.7%
Phase 5 (Includes \$8.5 Million FEMA Grant Offset)	\$ 14,090,000	\$ 11,694,645	\$ 18,517,330	\$ 13,744,272	74.2%
Phase 6	\$ 16,820,000	\$ 20,800,000	\$ 19,966,261	\$ 5,798,855	29.0%
Phase 7	\$ 11,730,000	\$ 15,910,000	\$ 1,885,054	\$ 1,716,230	91.0%
Phase 8	\$ 12,300,000	\$ 14,500,000	\$ 1,576,574	\$ 984,363	62.4%
Total Project Costs To Date	\$ 98,010,000	\$ 119,904,645	\$ 104,009,407	\$ 76,633,466	73.7%
Other Costs Associated Directly with the Project (Page 8)	\$ 570,000	\$ 2,957,405	\$ 2,957,405	\$ 2,789,649	94.3%
Grand Total of Costs Related to Project	\$ 98,580,000	\$ 122,862,050	\$ 106,966,813	\$ 79,423,115	74.3%
Debt Service and Related Debt Issuance Costs (Page 8)			\$ 18,212,271	\$ 18,211,981	100.0%
Total Other Costs Outside Underground Budget (Page 8)			\$ 690,317	\$ 1,683,839	243.9%
Grand Total of All Costs Related to the Project	\$ 98,580,000	\$ 122,862,050	\$ 107,657,130	\$ 99,318,934	92.3%

Total Project Budget - Opinion of cost for construction	\$ 122,862,050
% Budgeted/Encumbered To Date Project Costs	87.06%
% Spent to Date - Project Costs	64.64%

Project Revenues Received

Revenues	Budget	Actual	% of Budget
Revenues			
Prepaid Assessments	\$ 18,329,914	\$ 18,329,914	0.0%
Assessment Revenue	\$ 25,280,000	\$ 25,610,011	101.3%
Commercial Paper	\$ -	\$ -	0.0%
Town Owned Property Prepaid Assessments	\$ 2,797,291	\$ 2,797,291	100.0%
Interest	\$ 1,667,009	\$ 4,826,140	289.5%
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 (CIP Pay go)	\$ 5,000,000	\$ 3,250,000	65.0%
FPL	\$ 450,246	\$ 450,246	100.0%
FEMA Grant	\$ 8,500,000	\$ 3,134,877	36.9%
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	\$ 1,176,867	154.8%
Transfer from (401) Fund Marina	\$ 5,200,000	\$ 2,816,667	54.2%
Transfer from (001) General Fund - PM Salary	\$ 942,116	\$ 1,177,304	125.0%
Total Project Revenues	\$ 138,674,922	\$ 133,352,260	96.2%

Underground Utility Project Budget
Phase 1 Project Costs
July 31, 2023

	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	3,606,916	100.2%
Street Light Conversion			\$ 135,322	135,322	100.0%
Change Order for AT&T and Comcast Conduit			\$ 500,655	491,883	98.2%
Utility Design Costs			\$ 15,595	79,767	511.5%
Utility Construction Costs (FPL, Comcast, AT&T)			\$ 476,776	325,523	68.3%
Construction Engineering (KH)			\$ 207,771	205,818	99.1%
	\$ 4,210,000	\$ 4,930,000	\$ 4,953,984	\$ 4,864,949	98.2%
Phase 1 South Construction					
Preconstruction			\$ 22,200	22,200	100.0%
Whiting Turner Construction			\$ 4,450,977	4,518,572	101.5%
Utility Design Costs			\$ 33,013	119,725	362.7%
Utility Construction Costs (FPL, Comcast, AT&T)			\$ 1,374,193	1,250,395	91.0%
Construction Engineering (KH)			\$ 317,963	317,483	99.8%
	\$ 6,800,000	\$ 6,350,000	\$ 6,198,347	\$ 6,228,375	100.5%
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				2,795	
Total Phase 1 Costs	\$ 12,620,000	\$ 12,910,000	\$ 12,773,514	\$ 12,718,730	99.6%

Underground Utility Project Budget
Phase 2 Project Costs
July 31, 2023

	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	3,932,792	100.0%
Owner Purchased Supplies			\$ 253,631	253,631	100.0%
FPL Design Cost			\$ 34,936	34,936	100.0%
ATT Design Cost			\$ 10,000	\$ 10,000	100.0%
Comcast Design Cost			\$ 5,000	\$ 4,582	91.6%
Utility Costs (FPL, Comcast, AT&T)			\$ 496,307	\$ 423,898	85.4%
FPL - Additional Vista Switches			\$ 55,000	\$ 54,938	99.9%
Construction Engineering (KH)			\$ 248,121	\$ 246,227	99.2%
Total Phase 2 North Construction	3,800,000	5,020,000	\$ 5,070,787	\$ 4,992,974	98.5%
Phase 2 South Construction	-				
Preconstruction			\$ 35,000	87,667	250.5%
Burkhardt Construction			\$ 6,419,862	6,264,521	97.6%
Owner Supplied Materials			\$ 175,898	175,898	100.0%
FPL Design Cost			\$ 34,936	34,936	100.0%
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%
Reimburse John Moran				\$ 39,240	
Construction Engineering (KH)	-		\$ 325,280	\$ 319,791	98.3%
Total Phase 2 South Construction	4,435,000	7,424,000	\$ 7,602,424	\$ 7,533,082	99.1%
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			\$ 1,200	\$ 1,101	91.7%
Recording Costs			\$ 3,605	\$ 3,359	93.2%
Easement Abandonment			\$ 6,870	\$ 5,994	87.2%
Total Easement Acquisition Costs	200,000	219,000	\$ 189,822	\$ 187,564	98.8%
Total Phase 2 Costs	\$ 9,170,000	\$ 13,470,000	\$ 13,669,545	\$ 13,515,025	98.9%

Underground Utility Project Budget
Phase 3 Project Costs
July 31, 2023

	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	\$ 3,456	123.6%
FPL Design Cost			\$ 12,850	\$ 2,700	21.0%
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	\$ 428,207	104.6%
Construction Engineering (KH)			\$ 236,976	\$ 224,829	94.9%
Daniella Construction - Nightingale/LaPuerta - Townwide portion			\$ 457,851	\$ 457,851	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 Cohlman			\$ (17,647)	\$ (17,647)	100.0%
Total Phase 3 North Construction	\$ 3,700,000	\$ 5,300,000	\$ 5,452,205	\$ 5,452,150	100.0%
Phase 3 South Construction	\$ 6,090,000	\$ 8,875,000			
Preconstruction			\$ 33,400	\$ 33,400	100.0%
Construction			\$ 8,029,385	\$ 6,264,916	78.0%
Owner supplied Pipe			\$ 153,809	\$ 138,366	90.0%
FPL Construction			\$ 562,000	\$ 562,905	100.2%
FPL Design Cost			\$ 11,359	\$ 17,159	151.1%
FPL - 101 El Brillo			\$ 10,875	\$ 10,875	100.0%
ATT Design and Construction Cost			\$ 537,254	\$ 537,254	100.0%
Comcast Design and Construction Cost			\$ 195,128	\$ 335,723	172.1%
Construction Engineering (KH)			\$ 322,540	\$ 270,100	83.7%
Total Phase 3 South Construction	\$ 6,090,000	\$ 8,875,000	\$ 9,855,750	\$ 8,170,698	82.9%
Easement Acquisition/Abandonment	\$ 260,000	\$ 330,000			
<i>Kimley Horn Easement Assistance</i>					
Task 1 Easement Assistance North and South			\$ 273,390	\$ 271,913	99.5%
Easement Amendment			\$ 49,285	\$ 49,198	99.8%
<i>Surveys</i>					
Recording Costs			\$ 6,000	\$ 5,137	85.6%
Easement Abandonment			\$ 8,150	\$ 6,542	80.3%
Total Easement Acquisition Costs	\$ 260,000	\$ 330,000	\$ 336,825	\$ 332,791	98.8%
Total Phase 3 Costs	\$ 10,910,000	\$ 15,400,000	\$ 16,539,285	\$ 14,849,349	89.8%

Underground Utility Project Budget
Phase 4 Project Costs
July 31, 2023

	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			\$ 5,016,315	4,690,454	93.5%
Owner Supplied Pipe and Vaults			\$ 156,238	156,238	100.0%
FPL BCE			\$ 91,543	91,543	100.0%
FPL Design Cost			\$ 12,757	12,850	100.7%
ATT Design Cost			\$ 5,000	5,000	100.0%
Comcast Design and Construction Cost			\$ 173,151	3,128	1.8%
Utility Costs (FPL, Comcast, AT&T)			\$ 353,715	353,715	100.0%
Street Light Conversion FPL			\$ 4,222	4,222	100.0%
Construction Engineering (KH)			\$ 324,309	288,342	88.9%
Total Phase 4 North Construction	\$ 4,605,000	\$ 6,275,000	\$ 6,159,520	5,627,761	91.4%
Phase 4 South Construction	4,710,000	7,640,000			
Preconstruction			\$ 34,800	34,800	100.0%
Construction			\$ 8,909,957	3,827,134	43.0%
Construction with Lake Drive Park			\$ 320,311	363,499	113.5%
Owner Supplied Pipes			\$ 2,170	2,170	100.0%
Reimbursement from Preservation Foundation			\$ (102,500)	(102,500)	100.0%
Street Light Conversion (FPL)			\$ 7,098	7,098	100.0%
FPL Design Cost			\$ 13,160	1,350	10.3%
ATT Design Cost			\$ 5,000	5,000	100.0%
Comcast Design Cost			\$ 3,128	3,128	100.0%
Kimley Horn - Design services Hibiscus Ave			\$ 12,047	11,940	99.1%
Utility Costs (FPL, Comcast, AT&T)			\$ 2,013,298	2,013,298	100.0%
Construction Engineering (KH)			\$ 333,659	146,725	44.0%
Total Phase 4 South Construction	\$ 4,710,000	\$ 7,640,000	\$ 11,552,128	6,313,642	54.7%
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	67,481	99.6%
Easement Assistance (KH)			\$ 59,369	60,956	102.7%
<i>Surveys</i>					
Legal Sketch			\$ 38,230	38,092	99.6%
Legal Sketch - Switches			\$ 4,967		
Jones Foster - Legal					
Recording Costs			\$ 7,000	6,371	91.0%
Easement Abandonment			\$ 18,735	18,735	100.0%
Total Easement Acquisition Costs	\$ 240,000	\$ 411,000	\$ 476,318	471,889	99.1%
Total Phase 4 Costs	\$ 10,370,000	\$ 15,220,000	\$ 19,081,845	13,306,642	69.7%

Underground Utility Project Budget
Phase 5 Project Costs
July 31, 2023

	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			\$ 6,456,367	5,160,695	79.9%
Construction Manager - Burkhardt			\$ 940,702	714,934	76.0%
Utility Costs (FPL, Comcast, AT&T)			\$ 333,639	333,639	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)			\$ 334,147	246,380	73.7%
Total Phase 5 North Construction	\$ 5,890,000	\$ 8,055,000	\$ 8,151,279	\$ 6,556,178	80.4%
Phase 5 South Construction	\$ 6,750,000	\$ 10,545,000			
Preconstruction			\$ 59,100	59,100	100.0%
Construction			\$ 6,629,361	3,987,896	60.2%
Infrastructure from Phase 4 south bid - Not part of Grant			\$ 163,350	57,460	35.2%
Construction Manager - Burkhardt			\$ 979,098	704,951	72.0%
Four Arts Reimbursement			\$ (8,493)	(8,493)	
Utility Costs (FPL, Comcast, AT&T)			\$ 641,597	641,597	100.0%
AT&T Design			\$ 5,000	5,000	100.0%
FPL Design Costs			\$ 21,043	21,043	100.0%
Construction Engineering (KH)			\$ 334,159	189,161	56.6%
Total Phase 5 South Construction	\$ 6,750,000	\$ 10,545,000	\$ 8,824,214	\$ 5,657,715	64.1%
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	\$ 78,699	97.1%
<i>Surveys</i>					
Legal Sketch			\$ 41,080	\$ 32,603	79.4%
Legal Ads			\$ 1,000	\$ 585	58.5%
Recording Costs			\$ 6,000	\$ 5,891	98.2%
Easement Abandonment				\$ -	
Total Easement Acquisition Costs	\$ 330,000	\$ 365,000	\$ 347,766	\$ 336,314	96.7%
FEMA Grant		\$ (8,465,355)			
Total Phase 5 Costs	\$ 14,090,000	\$ 11,694,645	\$ 18,517,330	\$ 13,744,272	74.2%

Underground Utility Project Budget
Phase 6 Project Costs
July 31, 2023

	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			
Preconstruction			\$ 24,270	24,270	100.0%
Construction			\$ 7,867,296	2,643,077	33.6%
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)			\$ 344,177	110,845	32.2%
Total Phase 6 North Construction	\$ 4,790,000	\$ 6,615,000	\$ 8,547,243	\$ 3,103,022	36.3%
Phase 6 South Construction	\$ 10,270,000	\$ 12,298,000			
Preconstruction			\$ 24,270	24,270	100.0%
Construction			\$ 8,400,000		
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)			\$ 344,007	42,416	12.3%
Total Phase 6 South Construction	\$ 10,270,000	\$ 12,298,000	\$ 9,563,016	\$ 861,425	9.0%
Easement Acquisition/Abandonment	\$ 400,000	\$ 447,000			
<i>Kimley Horn Easement Assistance</i>					
Easement Assistance			\$ 351,594	\$ 356,584	101.4%
<i>Surveys</i>					
Legal Sketch			\$ 58,415	\$ 34,001	58.2%
Legal Ads			\$ 1,000	\$ 113	11.3%
Recording Costs			\$ 5,000	\$ 3,743	74.9%
Easement Abandonment				\$ -	
Total Easement Acquisition Costs	\$ 400,000	\$ 447,000	\$ 416,009	\$ 394,440	94.8%
Total Phase 6 Costs	\$ 16,820,000	\$ 20,800,000	\$ 19,966,261	\$ 5,798,855	29.0%

Underground Utility Project Budget
Phase 7 Project Costs
July 31, 2023

	OPC	Dec 2019 OPC	Budget	Actual	% Expended
Phase 7 Design					
Kimley Horn					
Task 1.1 Phase 7 North Design	\$ 450,000		\$ 492,488	\$ 492,488	100.0%
Task 1.2 Phase 7 South Design	\$ 480,000		\$ 630,830	\$ 605,597	96.0%
Task 1.3 Bid Phase Assistance North and South			\$ 35,938	\$ 17,969	50.0%
Task 1.4 Meetings North and South			\$ 77,616	\$ 77,535	99.9%
Total Phase 7 Design	\$ 930,000	\$ 1,237,000	\$ 1,236,872	\$ 1,193,589	96.5%
Utility and Construction Costs					
Phase 7 North Construction	\$ 5,140,000	\$ 7,005,000			
Preconstruction			\$ 47,500	11,515	24.2%
Construction					
Chicane Demonstrations			\$ 47,500	15,882	33.4%
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	\$ 110,806	\$ 54,562	49.2%
Phase 7 South Construction	\$ 5,380,000	\$ 7,320,000			
Preconstruction			\$ 47,500	11,515	24.2%
Construction					
Chicane Demonstrations			\$ 47,500	15,882	33.4%
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	\$ 114,953	\$ 47,350	41.2%
Easement Acquisition/Abandonment	\$ 280,000	\$ 348,000			
<i>Kimley Horn Easement Assistance</i>					
Easement Assistance			\$ 346,459	\$ 346,356	100.0%
Easement Assistance			\$ 69,964	\$ 69,919	99.9%
<i>Surveys</i>					
Legal Sketch					
Legal Ads			\$ 1,000	\$ 113	11.3%
American Acquisition Group					
Temp Services					
Legal Advertising					
Recording Costs			\$ 5,000	\$ 4,342	86.8%
Total Easement Acquisition Costs	\$ 280,000	\$ 348,000	\$ 422,423	\$ 420,729	99.6%
Total Phase 7 Costs	\$ 11,730,000	\$ 15,910,000	\$ 1,885,054	\$ 1,716,230	91.0%

Underground Utility Project Budget
Phase 8 Project Costs
July 31, 2023

	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	\$ 658,571	64.0%
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	\$ 2,992	3.3%
Task 1.5 Easement Assistance			\$ 129,997	\$ 41,576	32.0%
Total Phase 8 Design	\$ 1,010,000	\$ 1,151,000	\$ 1,280,916	\$ 703,139	54.9%
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	\$ 226,073	99.3%
Surveys					
Legal Sketch					
Legal Ads				\$ 56	
American Acquisition Group					
Kimley Horn Grant Assistance BRIC Grant			\$ 49,774	\$ 41,587	83.6%
Temp Services					
Recording Costs			\$ 5,000	\$ 348	7.0%
Total Easement Acquisition Costs	\$ 300,000	\$ 242,000	\$ 282,498	\$ 268,064	94.9%
Total Phase 8 Costs	\$ 12,300,000	\$ 14,500,000	\$ 1,576,574	\$ 984,363	62.4%

Underground Utility Project Budget
Other Project Costs
July 31, 2023

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, Legal, Fees and Discounts	\$ 950,000	\$ 948,097	99.8%
Project Manager - Pay and benefits	\$ 840,000	\$ 750,890	89.4%
Temp Services - Easement Acquisition	\$ 150,000	\$ 106,050	70.7%
Other Miscellaneous Expenses		\$ 24,620	
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	\$ 2,957,405	\$ 2,789,649	94.3%

Debt Service and Related Debt Issuance Costs

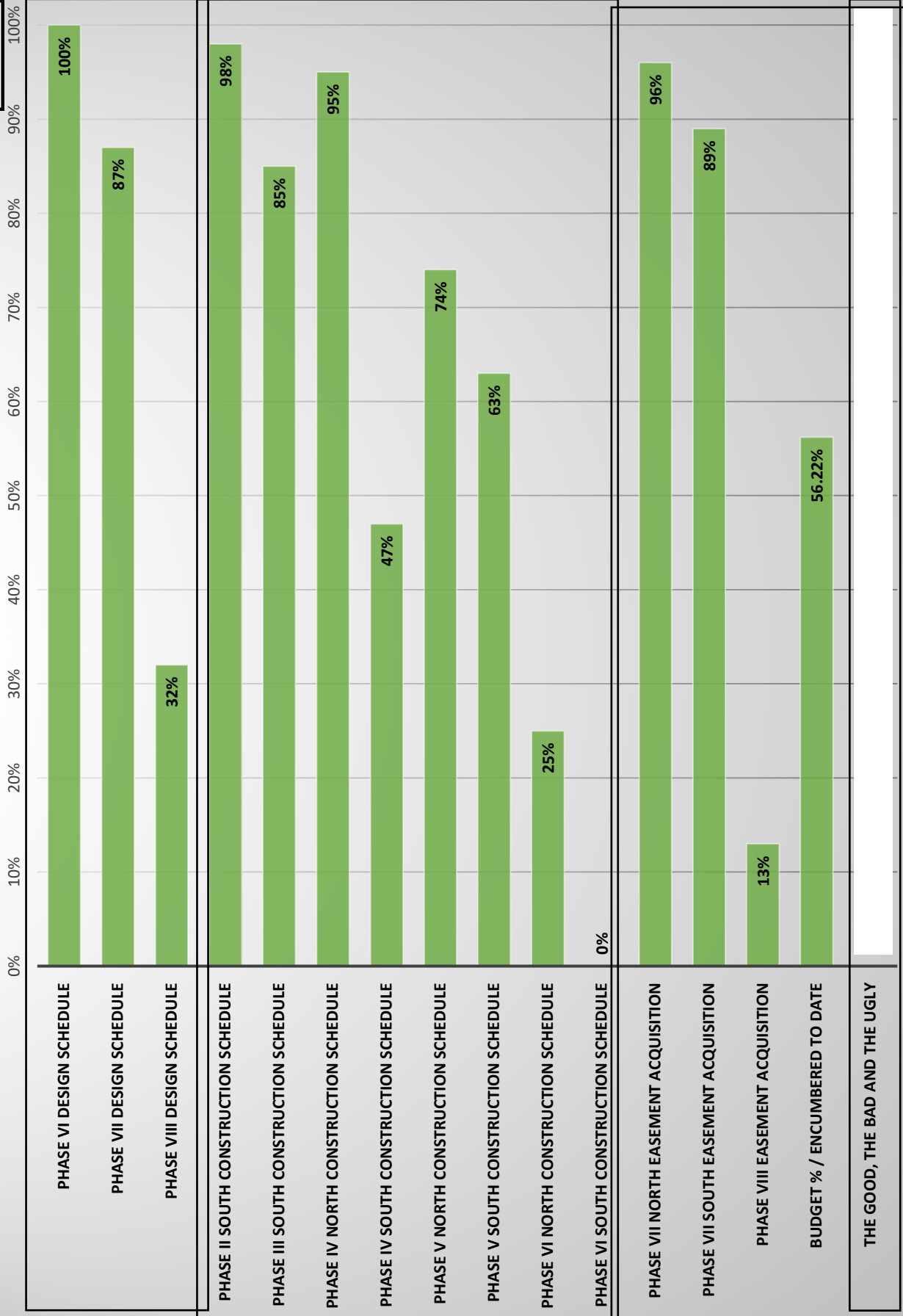
	Budget	Actual	% Expended
Commercial Paper Issuance Cost	\$ 260,116	\$ 260,116	100.0%
Commercial Paper Interest	\$ 243,096	\$ 243,096	100.0%
Arbitrage Rebate Calculation	\$ 2,500	\$ 4,300	172.0%
Debt Service Fees	\$ 2,000	\$ 500	25.0%
GO Bond Closing Costs 2018	\$ 488,271	\$ 487,471	99.8%
GO Bond Closing Costs 2021	\$ 202,169	\$ 202,380	100.1%
GO Bond Debt Service	\$ 17,014,119	\$ 17,014,119	100.0%
Total Debt Service and Related Debt Issuance Costs	\$ 18,212,271	\$ 18,211,981	100.0%

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	\$ 351,081	100.0%
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	\$ 518,805	98.7%
Ibis Way PGD Improvements	\$ 14,583	\$ 14,583	100.0%
Crosswalk Spare Conduits	\$ 26,148	\$ 22,226	85.0%
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 (Shel 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	\$ 1,683,839	243.9%

Town of Palm Beach - Underground Utility Project Dashboard - July 2023

Status Legend
 Green - On Task
 Yellow - At Risk
 Red - Not on Task
 Complete - Not Shown



TOWN OF PALM BEACH

Town Council Meeting on: September 12, 2023

Section of Agenda

Regular Agenda - Old Business

Agenda Title

Evaluation of Alternatives to Relocate Garbage and Recycling Pickup at Lake Drive Park – September 2023 Update

TIME CERTAIN: 11:30 A.M.

Presenter

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

ATTACHMENTS:

- ▣ **Memorandum dated August 21, 2023, from H. Paul Brazil, P.E., Director of Public Works**
- ▣ **D6 Pump Station Condition Assessment**
- ▣ **A6 Pump Station Condition Assessment**
- ▣ **Green Space Evaluation**
- ▣ **Photo Exhibit**
- ▣ **Marina Refuse Plan**
- ▣ **Cost Estimate**

TOWN OF PALM BEACH

Information for Town Council Meeting on: September 12, 2023

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
– September 2023 Update

DATE: August 21, 2023

STAFF RECOMMENDATION

Town staff is providing an update on this subject as requested at the July 2023 Town Council meeting. Staff requests direction from the Town Council concerning the next steps and any desired actions regarding solid waste collection efforts associated with the Town Marina operations.

GENERAL INFORMATION

At the July 11, 2023, Town Council meeting, staff were tasked with providing additional information for the Town Council regarding the possible relocation of solid waste (garbage) compactor facilities. The existing location is adjacent to the Town Marina Australian Dock parking lot and relocation options for discussion are to the north end of the park adjacent to the Public Works facility. Gordon Thompson with Baird and Associates will be presenting the Lake Drive Park Landscape open space calculations submitted to the Landmarks Commission and final numbers as part of the Town Marina Project. Town staff will be presenting operations and daily activities that occur at the Public Works facility for reference. Chen Moore and Associates will be presenting alternatives for the relocation of solid waste collections within the Public Works facility. Relevant information is summarized below for the Town Council's consideration.

Public Works Facility Information:

The Public Works facility located at the north end of the Lake Drive Park which currently serves the Town in essential operations include Stormwater Management, Wastewater Management, FPL power distribution for the island, FPL power for the Palm Way dock, fire protection for the Palm Way dock, IT communications for the entire marina, security cameras, and lighting along the Lake Trail. Given the nature of the critical assets located at the facility, emergency power is required with above ground fuel tanks and below ground fuel tanks for operation of the multiple generators within the facility.

All the stormwater for midtown from Royal Palm Way to Australian Ave is collected through a series of pipes and discharged in the Lake Worth lagoon. All the wastewater for the entire island south of this facility is collected through a series of pipes and pumped from the site to the Town's northern booster station at Bradley Park. The A-6 Wastewater pumpstation and D-6 stormwater pumpstation information is attached for reference.

Examine Net Landscape Opens Pace Impacts:

Public Works has been in contact with Planning, Zoning and Building to provide the definition for landscape open space which reads as the following:

Landscaped open space means open space which is covered and maintained with natural growth in a permeable soil. Landscaping, required means landscaping that shall consist of those plantings required by this chapter, including beautification strips, hedges, trees, planted ground cover, sodded and grassed areas, and planted floral installations, all of which must be composed of natural plantings only as distinguished from artificial manufactured planting reproductions.

Lake Drive Park appears to be fully contained within the R-B Low Density Residential District. As such, the landscape open space requirements are:

Landscape Open Space:

- a. The minimum landscaped open space is 45 percent (45%), of which 50 percent (50%) of that percentage is required to be perimeter landscaping within ten feet (10') of the property line. The perimeter landscaped open space requirement shall not apply to lots 20,000 square feet or more in area.
- b. Additionally, not less than 40 percent (40%) of the required front yard must be landscaped open space in the R-B district.

With that said, the proposed alternative presented today has a differential in landscape open space of (-) 1,526 square feet based on the conceptual drawing. After review of the Public Works facility, at the north end of the park, operationally it was determined that the driveway entrance could be reduced to include a net increase of landscape open space of (+) 482 square feet. This alternative would have an initial delta of (-) 1,044 square feet of loss in landscape open space. There was a surplus in landscape open space of (+) 317 square feet at the conclusion of the South Lake Drive Park project in which equals a total net shortage of (-) 717 square feet in landscape open space. Development of a preferred alternative would allow refinement of this figure based on the Town Council's desires. Consultation with the Town Attorney regarding an exemption from Town charter requirements for Lake Drive Park landscape open space is recommended to verify if the net loss would require a referendum.

Design Consultant Services:

Staff met with the design consultant (Chen Moore & Associates) to review the scope of services necessary to pursue the design and implementation of this proposed compactor relocation and/or enhancement of the existing solid waste area, and their conceptual estimate of \$576,560. Presentations to the LPC and the Town Council are included in that estimate.

FUNDING/FISCAL IMPACT

No funding has been appropriated for this project. Funding impacts associated with this item would be based on the desired outcome and the corresponding consultant services required.

PROCUREMENT AND CONTRACTS REVIEW

This item has been reviewed by the Procurement and Contracts Manager for concurrence.

Attachments

cc: Carolyn Stone, Deputy Town Manager
Bob Miracle, Deputy Town Manager, Finance and Administration
Jason Debrincat, P.E., Assistant Director Public Works
Chester Purves, Services Division Manager
Paul Colby, Facilities Maintenance Division Manager
Jeffery Coleman, Water Resources Division Manager
Mike Horn, Marina Manager

D-6 Stormwater Pump Station



General Description

The D-6 Stormwater Pump Station wetwell and pumps are located in Lake Park between Brazilian Avenue and Australian Avenue adjacent to the Intracoastal Waterway. The station's electrical equipment and backup generator are remotely located within the D-6 Control Building (formally the Town's S-1 Building) located at the corner of Royal Palm Way and Lake Drive and adjacent to the A-6 Wastewater Pump Station. The pump station wetwell was originally constructed in the 1960s and underwent a major rehabilitation in 1985. The station was again rehabilitated in December 2012. The D-6 Control Building was also rehabilitated as part of the overall improvements project.

This pump station accepts stormwater runoff from approximately 67 acres through the collection system bordered within Royal Palm Way, South Ocean Boulevard, Australian Avenue and the Intracoastal Waterway. Collected stormwater flows through two 54-inch pipes into a below grade wetwell that has a main chamber located between two side chambers. The main chamber houses two 26,000 gpm electric submersible pumps and each side chamber houses two 13,000 gpm electric submersible pumps. The main chamber also includes a 3,000 gpm duty pump. All pumps discharge through "Tideflex" check valves or flap gates on the terminus of their discharge pipes through a seawall directly into the Intracoastal Waterway.

Prime power for the station is provided by FPL. A new 750kW backup generator and 2,000 gallon convault diesel fuel storage tank were included with the rehabilitation project and are located at the D-6 Control Building site.



Site View

E:\pb_\pb_pump\pump Station\pump Station No 6 Writeup.indd

A-6 Wastewater Pump Station



General Description

The A-6 Wastewater Pump Station is located on the southwest corner of the intersection of Royal Palm Way and South Lake Drive at the north end of Lake Park. The pump station is fenced and screened with vegetation at the perimeter of the asphalt drive. The pump station consists of a below grade wetwell and dry well with an above grade structure to house the electrical equipment, water cooled backup generator, and ventilation equipment. The rectangular concrete dry well houses three electric submersible pumps. The rectangular concrete wetwell has an access ladder and below grade elevated platform. Back-up power for the A-6 Pump Station is provided from a water cooled 150 Kw backup generator that is fueled from an exterior below grade fuel tank. A bypass pump out is located north of the station adjacent to the asphalt parking lot.

The wetwell accepts wastewater from a 24" gravity pipe that enters from the north and an 8" pipe entering from the east. The station pumps wastewater from wetwell through an intake pipe into the dry well. The wastewater is then discharged through three pipes with a series of valves and fittings and into a larger common header pipe. After the wastewater enters the common header pipe it is pumped to the forcemain within Royal Palm Way and to the north to the S-2 Pump Station, located in the southwest corner of Bradley Park, adjacent to the Intracoastal Waterway.



Site View

Town of Palm Beach Marina

Project No: 12717.201

Late revision date: April 29, 2021

Green Space Comparison

Convert To Green Space from Hardscape		Convert to Hardscape from Greenspace	
Location & Net Change (sf)	Area (sf) Description	Area (sf)	Description
Palm Way and S-1			
	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
		-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
		422.2	
	782.6	360.4	

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		4' wide path	
		-1201	
		-678 260 sf	50 sf each sitting area (200 sf) - 105
		-432	sf for S Lake Drive Parallel Section
		-2311	

Revised Paths through Park		4'		
	-1108.8 Brazilian path along parking lot	-906		
	-690.4 Australian Path	-556	556	
	-653.5 Peruvian Path	-541		564
	-2453 Option 2	-2003		

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			



1 PHOTO

CLIENT

TOWN OF PALM
BEACH

PROJECT INFORMATION

TOWN OF PALM BEACH MARINA REFUSE LAYOUT

TOWN OF PALM BEACH

DRAWING TITLE

PHOTO EXHIBIT

PROJECT NUMBER

22-431.0042

DATE OF ISSUE

7/22/2023

DRAWING NUMBER

PH-2



2 PHOTO

CLIENT

TOWN OF PALM
BEACH

PROJECT INFORMATION

TOWN OF PALM BEACH MARINA REFUSE LAYOUT

TOWN OF PALM BEACH

DRAWING TITLE

PHOTO EXHIBIT

PROJECT NUMBER

22-431.0042

DATE OF ISSUE

7/22/2023

DRAWING NUMBER

PH-3



PHOTO

3

CLIENT

TOWN OF PALM BEACH

PROJECT INFORMATION

TOWN OF PALM BEACH MARINA REFUSE LAYOUT

TOWN OF PALM BEACH

DRAWING TITLE

PHOTO EXHIBIT

PROJECT NUMBER

22-431.0042

DATE OF ISSUE

7/22/2023

DRAWING NUMBER

PH-4



3A PHOTO

CLIENT

TOWN OF PALM
BEACH

PROJECT INFORMATION

TOWN OF PALM BEACH MARINA REFUSE LAYOUT

TOWN OF PALM BEACH

DRAWING TITLE

PROJECT NUMBER

22-431.0042

DATE OF ISSUE

7/22/2023

DRAWING NUMBER

PH-5

PHOTO EXHIBIT



4 PHOTO

CLIENT

TOWN OF PALM
BEACH

PROJECT INFORMATION

TOWN OF PALM BEACH MARINA REFUSE LAYOUT

TOWN OF PALM BEACH

DRAWING TITLE

PROJECT NUMBER

22-431.0042

DATE OF ISSUE

7/22/2023

DRAWING NUMBER

PH-6

PHOTO EXHIBIT



5 PHOTO

CLIENT

TOWN OF PALM
BEACH

PROJECT INFORMATION

TOWN OF PALM BEACH MARINA REFUSE LAYOUT

TOWN OF PALM BEACH

DRAWING TITLE

PROJECT NUMBER

22-431.0042

DATE OF ISSUE

7/22/2023

DRAWING NUMBER

PH-7

PHOTO EXHIBIT



6 PHOTO

CLIENT

TOWN OF PALM
BEACH

PROJECT INFORMATION

TOWN OF PALM BEACH MARINA REFUSE LAYOUT

TOWN OF PALM BEACH

DRAWING TITLE

PHOTO EXHIBIT

PROJECT NUMBER

22-431.0042

DATE OF ISSUE

7/22/2023

DRAWING NUMBER

PH-8



7 PHOTO

CLIENT

TOWN OF PALM
BEACH

PROJECT INFORMATION

TOWN OF PALM BEACH MARINA REFUSE LAYOUT

TOWN OF PALM BEACH

DRAWING TITLE

PHOTO EXHIBIT

PROJECT NUMBER

22-431.0042

DATE OF ISSUE

7/22/2023

DRAWING NUMBER

PH-9



8 PHOTO

CLIENT

TOWN OF PALM
BEACH

PROJECT INFORMATION

TOWN OF PALM BEACH MARINA REFUSE LAYOUT

TOWN OF PALM BEACH

DRAWING TITLE

PHOTO EXHIBIT

PROJECT NUMBER

22-431.0042

DATE OF ISSUE

7/22/2023

DRAWING NUMBER

PH-10



8A PHOTO

 245 500 West Cypress Creek Road Suite 630 Ft. Lauderdale, FL 33309 954.730.0707 www.chenmoore.com		CLIENT TOWN OF PALM BEACH		PROJECT INFORMATION TOWN OF PALM BEACH MARINA REFUSE LAYOUT TOWN OF PALM BEACH PHOTO EXHIBIT		PROJECT NUMBER 22-431.0042 DATE OF ISSUE 7/22/2023 DRAWING NUMBER PH-11	
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9 PHOTO

CLIENT

TOWN OF PALM
BEACH

PROJECT INFORMATION

TOWN OF PALM BEACH MARINA REFUSE LAYOUT

TOWN OF PALM BEACH
DRAWING TITLE

PROJECT NUMBER

22-431.0042

DATE OF ISSUE

7/22/2023

DRAWING NUMBER

PH-12

PHOTO EXHIBIT



9A PHOTO

CLIENT

TOWN OF PALM
BEACH

PROJECT INFORMATION

TOWN OF PALM BEACH MARINA REFUSE LAYOUT

TOWN OF PALM BEACH

DRAWING TITLE

PROJECT NUMBER

22-431.0042

DATE OF ISSUE

7/22/2023

DRAWING NUMBER

PH-13

PHOTO EXHIBIT



10 PHOTO

CLIENT

TOWN OF PALM
BEACH

PROJECT INFORMATION

TOWN OF PALM BEACH MARINA REFUSE LAYOUT

TOWN OF PALM BEACH

DRAWING TITLE

PHOTO EXHIBIT

PROJECT NUMBER

22-431.0042

DATE OF ISSUE

7/22/2023

DRAWING NUMBER

PH-14



11 PHOTO

CLIENT

TOWN OF PALM
BEACH

PROJECT INFORMATION

TOWN OF PALM BEACH MARINA REFUSE LAYOUT

TOWN OF PALM BEACH

DRAWING TITLE

PROJECT NUMBER

22-431.0042

DATE OF ISSUE

7/22/2023

DRAWING NUMBER

PH-15

PHOTO EXHIBIT



12 PHOTO

CLIENT

TOWN OF PALM
BEACH

PROJECT INFORMATION

TOWN OF PALM BEACH MARINA REFUSE LAYOUT

TOWN OF PALM BEACH

DRAWING TITLE

PROJECT NUMBER

22-431.0042

DATE OF ISSUE

7/22/2023

DRAWING NUMBER

PH-16

PHOTO EXHIBIT



13 PHOTO

CLIENT

TOWN OF PALM
BEACH

PROJECT INFORMATION

TOWN OF PALM BEACH MARINA REFUSE LAYOUT

TOWN OF PALM BEACH

DRAWING TITLE

PROJECT NUMBER

22-431.0042

DATE OF ISSUE

7/22/2023

DRAWING NUMBER

PH-17

PHOTO EXHIBIT



14 PHOTO

CLIENT

TOWN OF PALM
BEACH

PROJECT INFORMATION

TOWN OF PALM BEACH MARINA REFUSE LAYOUT

TOWN OF PALM BEACH

DRAWING TITLE

PROJECT NUMBER

22-431.0042

DATE OF ISSUE

7/22/2023

DRAWING NUMBER

PH-18

PHOTO EXHIBIT



15 PHOTO

CLIENT

TOWN OF PALM
BEACH

500 West Cypress Creek Road
Suite 630
Ft. Lauderdale, FL 33309
954.730.0707
www.chenmoore.com



PROJECT INFORMATION

TOWN OF PALM BEACH MARINA REFUSE LAYOUT

TOWN OF PALM BEACH
DRAWING TITLE

PROJECT NUMBER
22-431.0042
DATE OF ISSUE
7/22/2023
DRAWING NUMBER

PH-19

PHOTO EXHIBIT



16 PHOTO

CLIENT

TOWN OF PALM
BEACH

PROJECT INFORMATION

TOWN OF PALM BEACH MARINA REFUSE LAYOUT

TOWN OF PALM BEACH

DRAWING TITLE

PROJECT NUMBER

22-431.0042

DATE OF ISSUE

7/22/2023

DRAWING NUMBER

PH-20

PHOTO EXHIBIT



17 PHOTO

CLIENT

TOWN OF PALM BEACH

PROJECT INFORMATION

TOWN OF PALM BEACH MARINA REFUSE LAYOUT

TOWN OF PALM BEACH

DRAWING TITLE

PHOTO EXHIBIT

PROJECT NUMBER

22-431.0042

DATE OF ISSUE

7/22/2023

DRAWING NUMBER

PH-21



18 PHOTO

CLIENT

TOWN OF PALM
BEACH

PROJECT INFORMATION

TOWN OF PALM BEACH MARINA REFUSE LAYOUT

TOWN OF PALM BEACH

DRAWING TITLE

PROJECT NUMBER

22-431.0042

DATE OF ISSUE

7/22/2023

DRAWING NUMBER

PH-22

PHOTO EXHIBIT



19 PHOTO

CLIENT

TOWN OF PALM
BEACH

PROJECT INFORMATION

TOWN OF PALM BEACH MARINA REFUSE LAYOUT

TOWN OF PALM BEACH

DRAWING TITLE

PROJECT NUMBER

22-431.0042

DATE OF ISSUE

7/22/2023

DRAWING NUMBER

PH-23

PHOTO EXHIBIT



20 PHOTO

CLIENT

TOWN OF PALM
BEACH

PROJECT INFORMATION

TOWN OF PALM BEACH MARINA REFUSE LAYOUT

TOWN OF PALM BEACH

DRAWING TITLE

PHOTO EXHIBIT

PROJECT NUMBER

22-431.0042

DATE OF ISSUE

7/22/2023

DRAWING NUMBER

PH-24



21 PHOTO

CLIENT

TOWN OF PALM
BEACH

PROJECT INFORMATION

TOWN OF PALM BEACH MARINA REFUSE LAYOUT

TOWN OF PALM BEACH

DRAWING TITLE

PHOTO EXHIBIT

PROJECT NUMBER

22-431.0042

DATE OF ISSUE

7/22/2023

DRAWING NUMBER

PH-25



21A PHOTO

CLIENT

TOWN OF PALM
BEACH

PROJECT INFORMATION

TOWN OF PALM BEACH MARINA REFUSE LAYOUT

TOWN OF PALM BEACH

DRAWING TITLE

PROJECT NUMBER

22-431.0042

DATE OF ISSUE

7/22/2023

DRAWING NUMBER

PH-26

PHOTO EXHIBIT



22 PHOTO

 chen moore and associates 261	CLIENT		PROJECT INFORMATION		PROJECT NUMBER 22-431.0042		
	TOWN OF PALM BEACH		TOWN OF PALM BEACH MARINA REFUSE LAYOUT		DATE OF ISSUE 7/22/2023		
500 West Cypress Creek Road Suite 630 Ft. Lauderdale, FL 33309 954.730.0707 www.chenmoore.com		DRAWING TITLE		DRAWING NUMBER		PH-27	

PHOTO EXHIBIT



22A PHOTO

CLIENT

TOWN OF PALM
BEACH

PROJECT INFORMATION

TOWN OF PALM BEACH MARINA REFUSE LAYOUT

TOWN OF PALM BEACH

DRAWING TITLE

PROJECT NUMBER

22-431.0042

DATE OF ISSUE

7/22/2023

DRAWING NUMBER

PH-28

PHOTO EXHIBIT



23 PHOTO

CLIENT

TOWN OF PALM
BEACH

PROJECT INFORMATION

TOWN OF PALM BEACH MARINA REFUSE LAYOUT

TOWN OF PALM BEACH

DRAWING TITLE

PROJECT NUMBER

22-431.0042

DATE OF ISSUE

7/22/2023

DRAWING NUMBER

PH-29

PHOTO EXHIBIT



23A PHOTO

CLIENT

TOWN OF PALM
BEACH

PROJECT INFORMATION

TOWN OF PALM BEACH MARINA REFUSE LAYOUT

TOWN OF PALM BEACH

DRAWING TITLE

PHOTO EXHIBIT

PROJECT NUMBER

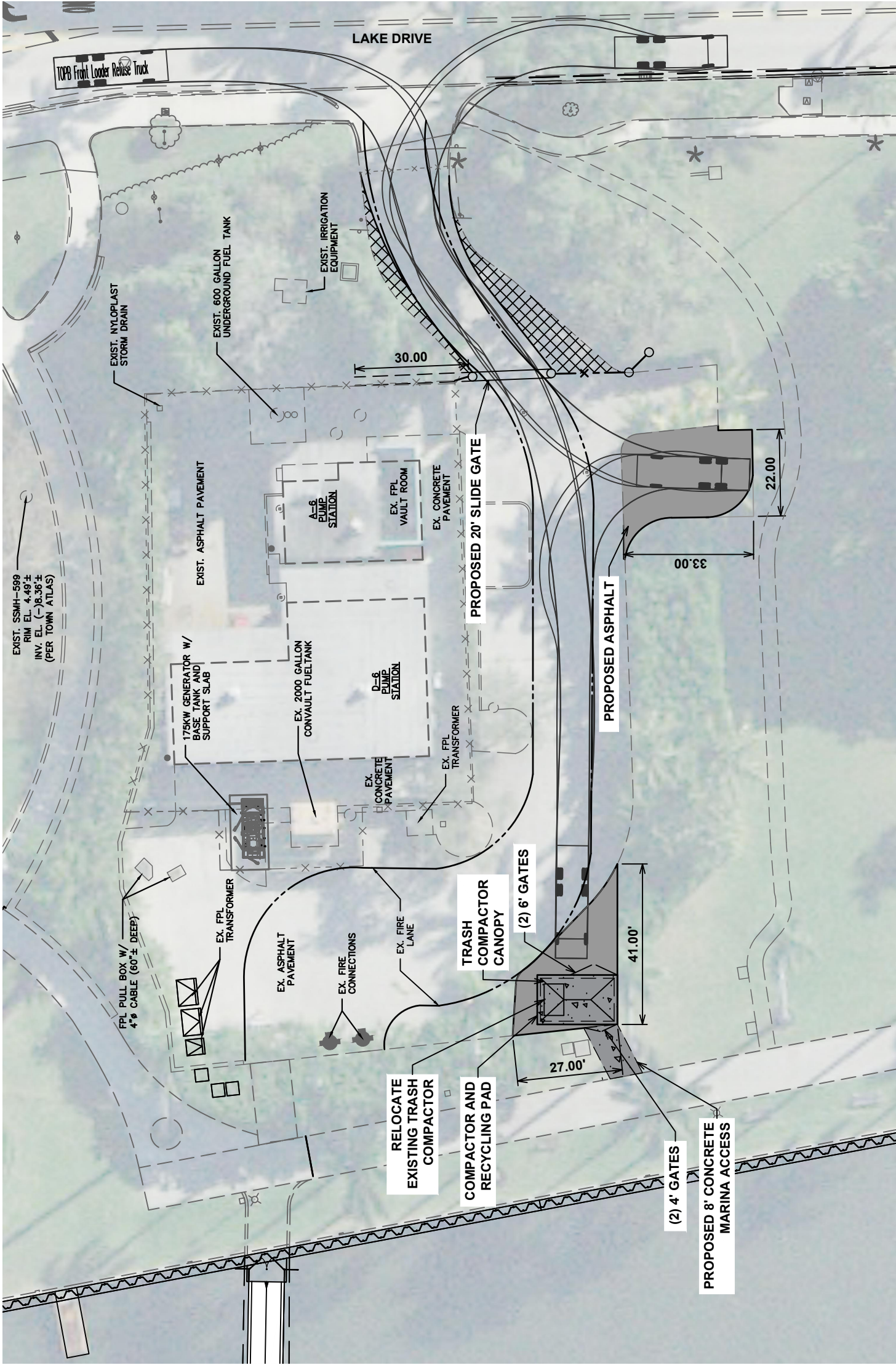
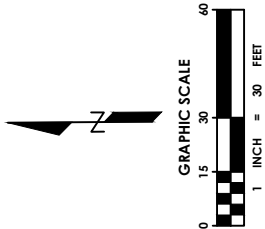
22-431.0042

DATE OF ISSUE

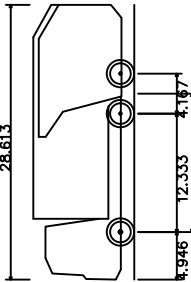
7/22/2023

DRAWING NUMBER

PH-30



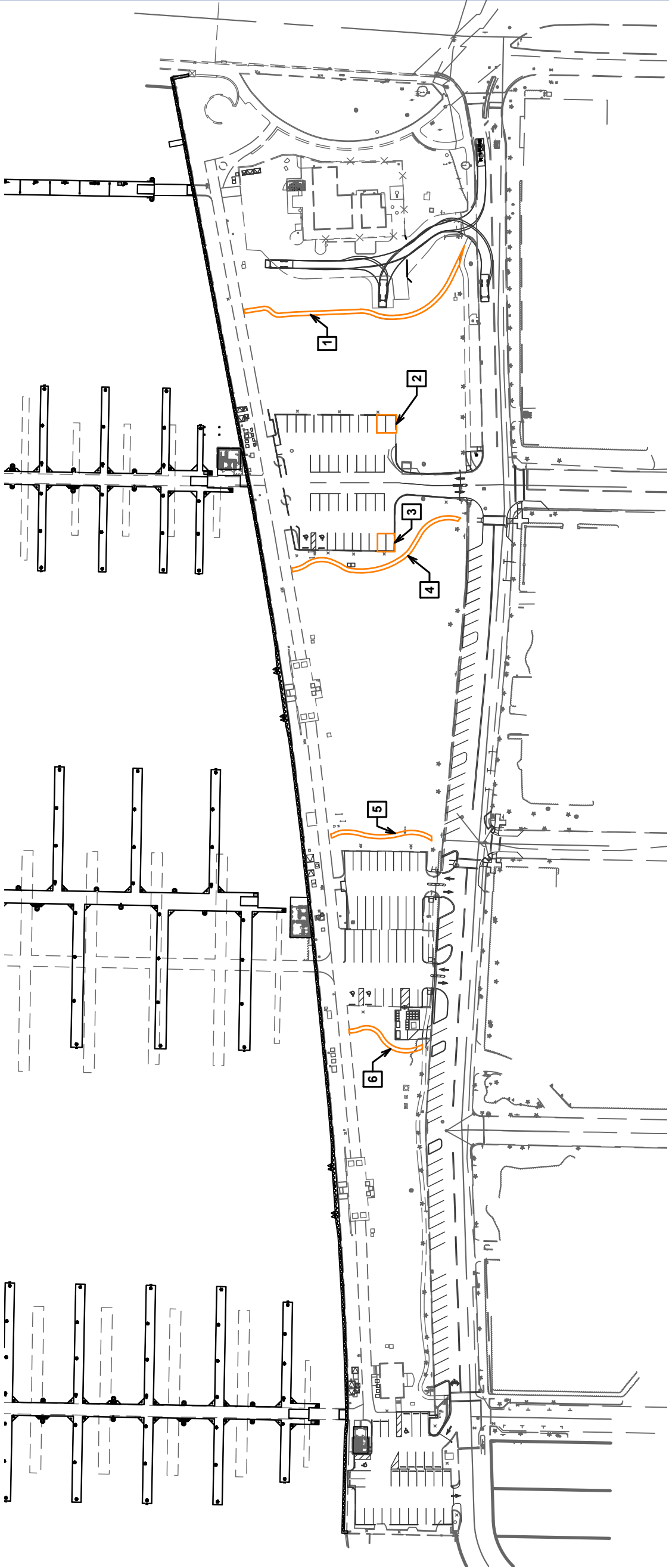
REFUSE TRUCK SPECIFICATIONS:



TOPB Front Loader Refuse Truck	28.613ft
Overall Length	8.000ft
Overall Width	10.510ft
Overall Body Height	1.340ft
Min Body Ground Clearance	8.167ft
Track Width	9.000ft
Lock-to-lock time	6.00s
Curb-to-curb Turning Radius	30.500ft

REFUSE RELOCATION IMPACTS:

HARDSCAPE SUMMARY			LANDSCAPE OPEN SPACE SUMMARY		SURPLUS LANDSCAPE OPEN SPACE FROM MARINA PROJECT		NET IMPACT	
	HARDSCAPE REMOVED	HARDSCAPE PROPOSED		LANDSCAPE OPEN REMOVED	LANDSCAPE OPEN PROPOSED			LANDSCAPE OPEN SPACE REQUIRED
TOTAL (SF)	482	1526	TOTAL (SF)	1526	482	TOTAL (SF)		727



Hardscape Area Table	
Description	Total (SF)
[1] Path	1052
[2] Two Parking Spaces	393
[3] Two Parking Spaces	344
[4] Path	807
[5] Path	431
[6] Path	349

Refuse Relocation Impacts :

Hardscape Summary		Landscape Open Space Summary		Surplus Landscape Open Space from Marina Project		Net Impact	
	Hardscape Removed		Hardscape Proposed		Landscape Open Space		Landscape Open Space Required
Total (SF)	482		1526	Total (SF)	1526	Total (SF)	727



Minor Eng Project and On Call Services 2023
Conceptual Cost Estimate
Marina Refuse Relocation



Item	Unit	Quantity	Unit Price	Total Price
Install Asphalt	SF	1,157	\$ 61	\$ 70,577
Remove and Dispose of Asphalt	SF	482	\$ 21	\$ 10,122
Install Slide Gate	EA	1	\$ 12,000	\$ 12,000
Install Slide Gate Electrical	LS	1	\$ 15,000	\$ 15,000
Install 12' Swing Gate (Two 6' Gates)	EA	1	\$ 3,600	\$ 3,600
Install 8' Swing Gate (Two 4' Gates)	EA	1	\$ 3,000	\$ 3,000
Install 6' Vinyl Fence	LF	70	\$ 90	\$ 6,300
Install Compactor Pad	SF	369	\$ 75	\$ 27,675
Install Trash Compactor Canopy	SF	369	\$ 62	\$ 22,876
Relocate Trash Compactor and Electrical Connection	LS	1	\$ 35,000	\$ 35,000
Remove Trees and Shrubs	SF	1,407	\$ 12	\$ 16,884
Install Landscape	SF	1,407	\$ 45	\$ 63,315
Irrigation Repair	SF	1,033	\$ 20	\$ 20,660
Remove Grass	SF	125	\$ 4	\$ 488
Install Grass	SF	1,033	\$ 12	\$ 12,396
Total				\$ 307,497

General Conditions

Mobilization (10%)	\$	30,750
MOT (5%)	\$	15,375
Contractor Overhead, Profit and Risk (15%)	\$	46,125
Construction Contingency (20%)	\$	61,500
Construction Total	\$	461,247

Legal and Administrative Fees (5%)	\$	23,063
Design, Permitting, and Construction Administration (20%)	\$	92,250

PROJECT TOTAL	\$	576,560
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Note: Costs are conceptual for budgeting purposes and are not based on detailed design.

TOWN OF PALM BEACH

Town Council Meeting on: September 12, 2023

Section of Agenda

Regular Agenda - Old Business

Agenda Title

Discussion Regarding Public Participation at Future Public Meetings

Presenter

Julie Araskog, Town Council Member

ATTACHMENTS:

- ▣ **Memorandum Dated September 5, 2023, from Carolyn Stone, Deputy Town Manager - Business Enterprise & Culture**
- ▣ **Data for Town Council Meetings Virtual Participation as of 9.4.23**

Information for Town Council Meeting on September 12, 2023

TO: Mayor and Town Council

VIA: Kirk W. Blouin, Town Manager

FROM: Carolyn Stone, Deputy Town Manager for Business Enterprise & Culture

RE: Discussion of Public Participation at Future Public Meetings

DATE: September 5, 2023

STAFF RECOMMENDATION

Staff recommends Town Council continue discussing public meeting virtual access and provide staff with direction.

SUMMARY EXPLANATION/BACKGROUND

Town Council had a robust discussion on August 8, 2023, on whether virtual public participation should be allowed at additional (i.e., ARCOM/LPC) and future meetings. The current policy is that Town Council, Town Council Development Review and Planning, Zoning, and Building meetings (while the Code review process is ongoing) will have virtual/online public participation. The Council did not decide whether other board and commission meetings should have virtual public participation and asked the item to be placed on the September agenda.

The Council discussed certain factors as they debated the merits of virtual participation for other public meetings. Topics/points included:

- Which types of meetings or topics would qualify? i.e., large commercial projects that have garnered broad public interest; A broad definition of ‘public interest’ is needed but could be measured by the amount of correspondence/communication received on that particular project.
- Should ARCOM and LPC both have virtual participation in the off-season since so many residents and stakeholders are out of Town or should it be year-round?
- Consideration of the ‘all of nothing’ approach on whether to host meetings virtually since someone has to make the decision and what type of precedent that sets for the Town.
- Cost/benefit analysis with hosting virtual meetings (staff time) vs. number of users.
- Making it easier for the public to access the virtual meeting links and use the technology.

FISCAL IMPACT

If the Town Council decides to move additional meetings to virtual, there will be a fiscal impact on the Town budget.

TOWN ATTORNEY REVIEW

The Town Attorney will need to opine on whether offering virtual public participation at only certain meetings will have any potential negative impact to the Town.

CC:

Bob Miracle, Deputy Town Manager for Finance & Administration

Jess Savidge, Administrative Manager

Kelly Churney, Acting Town Clerk

Andy Jadoo, Director of Information Technology

Pat Gayle-Gordon, Deputy Town Clerk

Skip Randolph, Town Attorney

Attachment: Town Council Meeting Virtual Data Spreadsheet as of 9.4.23

TCM Virtual Participation

2023	Meeting Date	Council Member	Presenter	Start of Meeting	Mid Meeting	End Meeting	Participation?
2023	Aug 23-ARCOM	0	0	5			2
2023	Aug 9-TCM Development Review	1	0			1	None
2023	Aug 8-TCM Regular Business	1 in AM/ 2 in PM	0				None
2023	July 13-TCM-Budget	1	0	0	0	0	None
2023	July 12-TCM-Dev Review	1	0	1	1	1	None
2023	July 11-TCM	1	0	0	2	0	2
2023	June 15, 2023 - PZC	0	0	0	0	0	None
2023	June 2023-TCM Development Review	0	0	2	1	0	None
2023	June 2023-TCM Regular Business	0	0	4	3	0	1
2023	June 7, 2023-PZC	0	1	2	0	0	2
2023	May 2023-TCM Regular Business	1	0	14	9	2	4
2023	April 2023 TCM-Development Review	0	1	0	9	0	3
2023	April 2023 TCM-Regular Business	0	0	1	1	1	1
2023	March 2023 TCM-Development Review	0	0	1	8	0	4
2023	March 2023 TCM-Regular Business	0	0	3	3	0	None
2023	February 2023 TCM-Development Review	0	1	1	3	5	3
2023	February 2023 TCM-Regular Business	0	0	1	2	0	None
2023	January 2023 TCM-Regular Business	0	0	4	3	1	None
2022	Dec 2022 TCM-Development Review	0	0	0	0	0	None
2022	Dec 2022 TCM-Regular Business	0	0	7	7	5	None
2022	Nov 2022 TCM-Development Review	1	0	0	0	0	None
2022	Nov 2022 TCM-Regular Business	1	0	0	0	0	None
2022	October TCM-Development Review	1	0	0	0	0	None
2022	October TCM-Regular Business	1	0	0	0	0	None
2022	September TCM-Development Review	1	0	0	0	0	None
2022	September-TCM-Regular Business	1	0	0	0	0	None
2022	August TCM-Development Review	1	0	0	0	0	None
2022	August TCM-Regular Business	1	0	1	0	0	None
2022	July TCM-Development Review	1	0	0	0	0	None
2022	July TCM-Regular Business	1	0	0	0	0	None

TOWN OF PALM BEACH

Town Council Meeting on: September 12, 2023

Section of Agenda

Regular Agenda - New Business

Agenda Title

Proposed 2024 Town Council Meeting Schedule

Presenter

Kirk Blouin, Town Manager

ATTACHMENTS:

- ▣ **Memorandum Dated August 16, 2023, from Kirk Blouin, Town Manager**

TOWN OF PALM BEACH

Information for Town Council Meeting on: September 12, 2023

To: Mayor and Town Council

From: Kirk W. Blouin, Town Manager

Re: Adoption of the 2024 Town Council Meeting Schedule

Date: August 16, 2023

STAFF RECOMMENDATION

Staff recommends the Town Council adopt the proposed 2024 meeting schedule below, along with any other modifications that may be acceptable to the majority.

GENERAL INFORMATION

Staff requests Town Council approve the following 2024 Town Council meeting schedule below:

January 9 and 10	July 9, 10 and 11 (Budget workshop)
February 13 and 14	August 13 and 14
March 12 and 13	September 10 ⁽¹⁾ , 11 and 19 ⁽²⁾
April 9 and 10	October 8 and 9
May 14 and 15	November 12 and 13
June 11 and 12	December 10 and 11

(1) The first public hearing for the budget will follow the regular meeting at 5:01 p.m.

(2) The second public hearing for the budget will be held at 5:01 p.m.

KWB:JS:ked

cc: Department Directors
John C. Randolph, Town Attorney

TOWN OF PALM BEACH

Town Council Meeting on: September 12, 2023

Section of Agenda

Regular Agenda - New Business

Agenda Title

RESOLUTION NO. 110-2023 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving Update to Purchasing Thresholds.

Presenter

Dean Mealy, Procurement and Contract Manager

ATTACHMENTS:

- ▣ **Memorandum dated August 25, 2023 from Dean Mealy, Procurement and Contract Manager**
- ▣ **Resolution No. 110-2023**
- ▣ **Purchasing Threshold Table**

TOWN OF PALM BEACH

Information for Town Council Meeting on: September 12, 2023

TO: Mayor and Town Council

VIA: Kirk W. Blouin, Town Manager

VIA: Robert Miracle, CPA Deputy Town Manager, Finance and Administration

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

RE: Resolution No. 110-2023, Approving Update to Purchasing Thresholds

DATE: August 25, 2023

STAFF RECOMMENDATION

Staff recommends Town Council approve Resolution No. 110-2023, approving update to Purchasing Thresholds.

SUMMARY EXPLANATION/BACKGROUND

The Town Manager's award authority has not been modified since October 2018. His authority is currently two tracked, one for goods and services up to \$65,000 and the other for construction with a cap of \$100,000.

With the approval of the recommendation, all contracts greater than \$100,000 in value, including multi-year contracts, will be presented to the Town Council for review, comment, and approval.

Based on the last year of requisitions processed, the change from \$65,000 to \$100,000 for goods and services will result in the Town Manager processing eighteen (18) additional requisitions annually.

All existing thresholds for formal bidding will remain in effect. The new approval threshold will be updated in Administrative Procedure No. 1-23-3, Procurement and Contract Management Policy and Procedures Manual once approved by the Town Council.

It should be noted that for FY23, Procurement and Contract Management has processed a total of 1,081 requisitions. Procurement and Contract Management can provide the Town Council with a list of any requisition processed with the newly recommended thresholds monthly or quarterly if so desired.

I reached out to three local municipalities that we have similar approaches to when procuring goods, services and construction as follows:

Municipality**City, Town, or Village Manager Award Authority**

City of Palm Beach Gardens

.025 of approved budget, for this FY, the award authority is \$590,000 (For fiscal 2024 this threshold will be increased to \$660,000)

Town of Boca Raton

\$200,000 if an approved budget item for goods/services and \$500,000 if an approved budget item for construction

Village of Wellington

\$65,000 for goods and services

Under the §287.017 regarding purchasing categories, the Town has historically adhered to Category 2 which is \$35,000 for establishing the formal bidding process. The statute does not mandate an awarding amount for an agency if the procurement has been executed to meet all requirements of the governing statutes.

Additionally, a recommendation is made to move the single quote threshold from \$3,500 to \$5,000. In recommending the increase of the one quote to \$5,000 allows for a higher minimum in the event of FEMA reimbursement. FEMA uses the most restrictive of published thresholds. In this case, the Town would still have a lower threshold, however, we strongly believe that we have all adequate controls to address any potential issues to secure goods, services, and construction.

Under the recommendation, the following number of purchase orders would have been approved as follows in FY23:

Current Model in FY23**If changes are approved in FY23**

PO Value	No. Processed	Approved by	PO Value	No. Processed	Approved by
\$1 - \$3,499	471	Procurement Manager	\$1 - \$4,999	556	Procurement Manager
\$3,500 - \$9,999	241	Procurement Manager	\$5,000 - \$9,999	156	Procurement Manager
\$10,000 - \$34,999	208	Procurement Manager	\$10,000 - \$34,999	208	Procurement Manager
\$35,000 - \$64,999	62	Town Manager	\$35,000 - \$99,999	99	Town Manager
\$65,000 - \$99,999*	2	Town Manager			
\$65,000 - \$99,999**	17	Town Manager			
\$65,000 - \$99,999	18	Town Council			
>\$100,000	62	Town Council	>\$100,000	62	Town Council

* Construction awards up to \$100,000 are currently authorized to be approved by Town Manager

** Multi-year awarded by Town Council and Town Manager approves purchase order based on that approved award

FISCAL IMPACT

There is no fiscal impact or funding source issue. All requisitions for goods, services, and construction are routed through Finance for budget check and secondary review.

TOWN ATTORNEY REVIEW

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

RESOLUTION NO. 110-2023

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF
PALM BEACH, PALM BEACH COUNTY, FLORIDA,
APPROVING UPDATE TO PURCHASING THRESHOLDS**

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. 110-2023, approving update to purchasing thresholds.

Section 2. The Town Manager is hereby authorized to approve requisitions to the threshold of \$100,000 for goods, services, and construction.

PASSED AND ADOPTED in a regular, adjourned session of the Town Council of the Town of Palm Beach assembled this 12th day of *September 2023*.

Danielle H. Moore, Mayor

Margaret A. Zeidman, Town Council President

Bobbie D. Lindsay, Council President Pro Tem

ATTEST:

Julie Araskog, Town Council Member

Edward A. Cooney, Town Council Member

Kelly Churney, Acting Town Clerk

Lewis S.W. Crampton, Town Council Member

Proposed Changes to Procurement Thresholds

Current Procurement Threshold	Proposed Threshold	Procurement Procedure	Approval Authorization
Less than \$3,500	Less than \$5,000	Open market, one quote obtained by user department, preferable method is use of Procurement and Contract Management card in accordance with applicable policies	Procurement and Contract Management Manager
\$3,500 - \$9,999	\$5,000 - \$9,999	Open market, three (3) written quotes secured by user department and forwarded to Procurement and Contract Management to process	Procurement and Contract Management Manager
\$10,000 - \$34,999	No Change	Three (3) written quotes secured by Procurement and Contract Management to process	Procurement and Contract Management Manager
\$35,000 - \$64,999	\$35,000 - \$99,999	Formal solicitations secured by Procurement and Contract Management	Town Manager
Construction projects \$35,000-\$99,999	No Change	Three (3) written quotes secured by Procurement and Contract Management	Town Manager
Construction projects greater than \$100,000	No Change	Formal sealed bids secured by Procurement and Contract Management	Town Council
All requests for goods, services, and construction greater than \$100,000		Formal solicitations secured by Procurement and Contract Management	Town Council
If the cumulative total of a contract exceeds the threshold of \$65,000, the item must be presented to Town Council for review and approval	If the cumulative total of a contract exceeds the threshold of \$100,000, the item must be presented to Town Council for review and approval	Formal sealed bids secured by Procurement and Contract Management	Town Council

TOWN OF PALM BEACH

Town Council Meeting on: September 12, 2023

Section of Agenda

Regular Agenda - New Business

Agenda Title

RESOLUTION NO. 111-2023 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, approving the retroactive engagement proposal for remediation in the amount of \$195,750, authorize cleanup, and replacement of existing underground fuel tank to Kimley-Horn and Associates, Inc. and authorizing the Town Manager or designee to coordinate with tank manufacturer regarding warranty, insurance company for reimbursement and authorizing support, coordination, and all submittals to applicable agencies specific to this repair.

Presenter

Dean Mealy, Procurement and Contract Manager

ATTACHMENTS:

- ▣ **Memorandum Dated August 25, 2023, from Dean Mealy, Procurement and Contract Manager**
- ▣ **Resolution No. 111-2023**
- ▣ **Proposal**

TOWN OF PALM BEACH

Information for Town Council Meeting on: September 12, 2023

TO: Mayor and Town Council

VIA: Kirk W. Blouin, Town Manager

VIA: Robert Miracle, CPA Deputy Town Manager, Finance and Administration

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

RE: Diesel Fuel Tank Remediation and Replacement, **Resolution No. 111 -2023**

DATE: 25 August 2023

STAFF RECOMMENDATION

Town staff recommends that Town Council approve Resolution No. 111-2023, approving the retroactive engagement proposal for remediation in the amount of \$195,750, authorize cleanup, and replacement of existing underground fuel tank to Kimley-Horn and Associates, Inc. and authorizing the Town Manager or designee to coordinate with tank manufacturer regarding warranty, insurance company for reimbursement and authorizing support, coordination, and all submittals to applicable agencies specific to this repair, remediation and replacement.

GENERAL INFORMATION

On July 17, 2023, Public Works Staff during their routine inspections, found water leaking into the fuel tank and notified the Florida Department of Environmental Protection “FDEP”. Staff called a fuel tank and fuel line contractor for support in evaluating the situation. On July 18, 2023, FDEP visited the site to assess the conditions. Staff monitored the tank and skimmed off the fuel from the water surface. The fuel tank was found to have a longitudinal crack in the tank and water was infiltrating into the tank through this crack due to the ground water elevation. These fuel tanks are doubled wall, so for water to be entering into the tank means there is also a breach to the exterior shell of the tank. Therefore, staff has been working closely with the Risk Manager and Procurement and Contract staff to begin remediation and the replacement process.

The Central Fire Station is equipped with a 6,000-gallon diesel fuel tank that provides fuel for the onsite emergency generator and supplement fuel supply to the emergency generator located at Town Hall. In mid-July Town staff discovered that the tank had been breached and all of the fuel product was displaced by ground water. The Town has since taken the tank out of service and has requested Kimley-Horn to assist with a site environmental assessment and the replacement design of the fuel tank.

The Town has requested that Kimley-Horn and Associates, Inc. (KHA) address the following Scope of Services:

Task 1 - Underground Fuel Tank Environmental Assessment

Task 2 - Design Phase Services

Task 3 - Environmental Regulatory Permitting

Task 4 – Bid Phase Services

Task 5 - Environmental Site Remediation

It is the intent of the Town to utilize Cliff Berry, Inc (CBI) - Environmental Services & Waste Management for physical remediation.

There are multiple moving parts to the fuel tank breach and subsequent removal and replacement. Town staff utilized the existing continuing services contracts to select KHA to provide the umbrella design services. This allowed the Town to quickly get ECS Florida, LLC engaged as a sub-contractor to KHA. The overall scope is intended to address the remediation, insurance claim, tank warranty and eventual replacement. This process will take a multitude of small steps of which will be coordinated by Public Works, Finance, and the Town Manager's Office.

The Central Fire Station Fuel tank Replacement will be funded by way of two funding sources. A portion of the Consultant costs related to the mitigation and clean up, along with those general construction services to do the cleanup will be submitted to the Town's Insurance Carrier AIG for reimbursement. Because the impacts of the fuel leak and clean up are very fluid, Town Staff has met with AIG and continue to work with the Insurer on what those scopes services are. Those costs not covered by the Town's Insurer AIG will be funded by the Risk Management Contingency Fund. Those costs will be the design, bid and construction phase Engineering services and the construction of the new fuel tank and all associated restoration of the Central Fire station rear parking lot. Staff will continue to seek reimbursement for the fuel tank replacement as the tank was still under warranty.

It is the intent to provide updates monthly.

FUNDING/FISCAL IMPACT

Funding will be from AIG, the insurance carrier for the remediation, and the Risk Contingency Fund. It should be noted that the insurance carrier and the tank manufacturer have been placed on notice as there will be multiple sources for reimbursement.

Finance and Public Works will continue to bring back to the Town Council all requests for approval of purchase orders and related proposals as work progresses.

PUBLIC WORKS REVIEW

This item has been reviewed by the Public Works 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. 111-2023

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF
PALM BEACH, PALM BEACH COUNTY, FLORIDA,
APPROVING THE RETROACTIVE ENGAGEMENT
PROPOSAL FOR REMEDIATION IN THE AMOUNT OF
\$195,750, AUTHORIZE CLEANUP, AND REPLACEMENT OF
EXISTING UNDERGROUND FUEL TANK TO KIMLEY-HORN
AND ASSOCIATES, INC. AND AUTHORIZING THE TOWN
MANAGER OR DESIGNEE TO COORDINATE WITH TANK
MANUFACTURER REGARDING WARRANTY, INSURANCE
COMPANY FOR REIMBURSEMENT AND AUTHORIZING
SUPPORT, COORDINATION, AND ALL SUBMITTALS TO
APPLICABLE AGENCIES SPECIFIC TO THIS REPAIR**

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. 111-2023, approving the retroactive engagement proposal for remediation in the amount of \$195,750, authorize cleanup, and replacement of existing underground fuel tank to Kimley-Horn and Associates, Inc. and authorizing the Town Manager or designee to coordinate with tank manufacturer regarding warranty, insurance company for reimbursement and authorizing support, coordination, and all submittals to applicable agencies specific to this repair.

Section 2. The Town Manager is hereby authorized to execute the Contract and Purchase Order on behalf of the Town of Palm Beach for these improvements.

PASSED AND ADOPTED in a regular, adjourned session of the Town Council of the Town of Palm Beach assembled this 12th day of *September 2023*.

Danielle H. Moore, Mayor

Margaret A. Zeidman, Town Council President

Bobbie D. Lindsay, Council President Pro Tem

ATTEST:

Julie Araskog, Town Council Member

Edward A. Cooney, Town Council Member

Kelly Churney, Acting Town Clerk

Lewis S.W. Crampton, Town Council Member



August 25, 2023

Dean Mealy
Town of Palm Beach
951 Old Okeechobee Road
Suite A
West Palm Beach, FL 33401

RE: *Central Fire Station Fuel Tank Assessment and Replacement*

Dear Dean,

Kimley-Horn and Associates, Inc. ("Kimley-Horn" or "CONSULTANT") is pleased to submit this proposal to The Town of Palm Beach ("TOWN" or "CLIENT") for providing professional engineering services related to the Environmental Assessment and Replacement of the Central Fire Station Fuel Tank in the Town of Palm Beach. Our project understanding, scope of services, and fee follows.

Project Understanding

The Central Fire Station is equipped with a 6,000 gallon diesel fuel tank that provides fuel for the onsite emergency generator and supplement fuel supply to the emergency generator located at the Town Hall. In mid-July Town staff discovered that the tank had been breached and all of the fuel product was displaced by ground water. The Town has since taken the tank out of service and has requested Kimley-Horn to assist with a site environmental assessment and the replacement design of the fuel tank.

Scope of Services

Task 1 – Underground Fuel Tank Environmental Assessment

Kimley-Horn will procure the services of a subconsultant to perform an environmental assessment of the suspected contamination in the immediate vicinity of the fuel storage area. The following specific services will be performed during this assessment:

- We will attend a kickoff meeting with the Town to discuss the project approach, preliminary schedule of activities and site coordination items.
- We will provide coordination and review of the fuel tank warranty and coverage details to determine potential manufacturer responsibilities.
- Four (4) 4" diameter product recovery wells on the edge of the tank pit area will be installed. Additionally, four (4) 2" diameter monitoring wells outside the anticipated excavation area for tank removal will also be installed for groundwater assessment work and dissolved plume monitoring.
- Up to five (5) site visits will be completed during recovery of free product from the product recovery wells by the Town's contractor, Cliff Berry. Volumes of recovered fuel will be

logged, and wells will be gauged daily with an interface probe to evaluate product levels for recovery purposes.

- A remedial action plan (RAP) for open air sparging will be prepared and submitted to Palm Beach County ERM and FDEP in anticipation of further remediation to be performed during the tank removal process. This plan will be included in the bid documents for the fuel tank replacement.

Task 2 – Design Phase Services

We will attend a pre-design meeting with the Town to discuss the project. We will visit the site to take field dimensions to support the design. Kimley-Horn will perform design services to prepare construction plans and specifications for removal and replacement of the tank slab, fuel piping, fuel tank, fuel tank piping connections, fuel pump, and tank monitoring system along with an RTU for remote monitoring of tank level and alarms. Construction drawings suitable for construction and submittal to the Town's Building Department and Palm Beach County ERM containing the following information will be prepared:

1. Cover Sheet
2. General Notes
3. Demolition Site Plan
4. Site Improvement Plan
5. Fuel Tank Section Profile
6. Fuel Tank Construction Details 1
7. Fuel Tank Construction Details 1
8. Construction Details
9. Electrical Demolition Plan
10. Electrical Site Plan
11. Riser Diagrams
12. Panelboard Schedules
13. Electrical Details
14. Control Riser with RTU Monitoring signals
15. Technical Specifications

Electrical plans and specifications will be prepared by a subconsultant employed by Kimley-Horn. Kimley-Horn will prepare general civil, mechanical and structural technical specifications. The site plans will be developed using the existing survey from the Town Hall Square Project, record drawings and field measurements. If it is determined that a survey is required during the permit approval process, we can provide this as an additional service.

We will submit plans and specifications for review at 90% completion stage, meet with the Town to review their comments, and accommodate one round of reasonable requests for revisions by the Town after each review. We will provide an opinion of probable construction cost at the 90% design stage and update this document with the final design submittal.

Task 3 – Environmental Regulatory Permitting

Kimley-Horn will submit construction drawings to Palm Beach County ERM Fuel Tank Compliance Department for review. We will respond to one round of reasonable comments from the Palm Beach County ERM, if required.

Task 4 – Bid Phase Services

Kimley-Horn will attend the pre-bid meeting, review the bid proposal from the apparent low bidder, and prepare a bid tabulation and memorandum to the Town containing our findings after our review of the bids. We will also assist the Town with responding to questions received from prospective bidders, if required. We will provide up to 5 signed and sealed copies of the construction documents for the Town to distribute to the selected contractor for permitting. We will respond to one round of reasonable comments from the building department after submittal by the Town/contractor, if required.

Task 5 – Environmental Site Remediation

- During tank removal we will perform up to five (5) sites visits and perform field screening and sample collection.
- Following tank removal, the open hole will air sparged following removal of any remaining free product from the ground water. Up to thirty (30) days of air sparging will be provided. Weekly surface water sampling will be included during the air sparging.
- Two (2) additional 2" diameter monitoring wells will be installed to supplement the four monitoring wells installed in Task 1. We will conduct one round of ground water sampling to evaluate any residuals impacts and propose any additional work that will be needed to site closure. Ground water report will be prepared for all six (6) monitoring wells with applicable recommendations.
- We will prepare the required tank closure and source removal report to be submitted to Palm Beach County ERM.

This scope assumes closure without conditions. If a conditioned closure is necessary and a restrictive covenant is needed to close the site, we can provide this support as an additional service.

Additional Services

Any services not specifically provided for in the above scope, as well as any changes in the scope you request, will be considered additional services. These services will be performed based on proposals approved by the Town prior to the performance of those requested additional services. Additional services we can provide include, but are not limited to, the following:

- Surveying and Mapping, Construction Layout
- Record Drawing data collection and development
- Field Engineering
- Off-site improvements

Information Provided by the Town

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

- Access to the site.
- Available record drawings and data

Schedule

We will provide our services as expeditiously as practical to meet a mutually agreed upon schedule. It is understood these improvements are desired to be constructed in the summer of 2023.

Fee and Billing

Kimley-Horn will perform the services described in this Scope of Services on a lump sum basis in accordance with our Contract with the Town. It is recommended that the following budgets be established for these services:

Task 1 – Fuel Tank Environmental Assessment	\$ 43,500
Task 2 – Design Phase Services	\$ 60,200
Task 3 – Environmental Regulatory Permitting	\$ 5,100
Task 4 – Bid Phase Services	\$ 8,900
Task 5 – Environmental Site Remediation	\$ 75,750
Total	\$193,450

Closure

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the terms and conditions in the Professional Services Agreement between the Town of Palm Beach and Kimley-Horn and Associates, Inc, which are incorporated by reference. As used in the Agreement, the term "CONSULTANT" shall refer to Kimley-Horn and Associates, Inc., and the term "TOWN" or "CLIENT" shall refer to The Town of Palm Beach.

We appreciate the opportunity to propose these services to you.

Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC.



By: Kevin Schanen, P.E.
Sr. Vice President

Attachment

K:\WPB_Civil\General\Lee\Proposals\Palm Beach\Central Fire Station - Fuel Tank\Central Fire Station Fuel Tank 20230822.docx

TOWN OF PALM BEACH

Town Council Meeting on: September 12, 2023

Section of Agenda

Ordinances - First Reading

Agenda Title

Proposed Ordinance to Amend the Town Code Relative to Town Clerk Issued Permits

ORDINANCE NO. 016-2023 An Ordinance Of The Town Council Of The Town Of Palm Beach, Palm Beach County, Florida Providing Amendments To The Application Procedures For Various Events In The Town Including Amendments To Chapter 10, Animals; Section 10-10. Temporary Permits, Section 10-11. Penalties, And By Adding New Sections 10-12. Duties Of Permittee, 10-13. False Information Prohibited In Application, 10-14. Permits Nontransferable, 10-15. Waiver Of Provisions, And 10-16. Possession; Also Amending Chapter 22, Businesses At Article IV. Commercial Motion Picture Making, Division I. Generally At Section 22-127. Penalty For Violations; Further Amending Division 2. Permit At Sections 22-151. Required; Application Fee, 22-152. Application, 22-153. Prerequisites To Issuance, And By Adding New Sections 22-154. Appeals, 22-155. Duties Of Permittee, 22-156. False Information Prohibited In Application, 22-157. Permits Nontransferable, 22-158. Waiver Of Provisions And 22-159. Possession; Amending Chapter 78, Peddlers And Solicitors At Article III. Charitable Solicitations Division 1. Generally, By Deleting Section 78-79. Receipts Required, By Renumbering Section 78-80. Misrepresentation Prohibited, And By Adding Section 78-80. Duties Of Permittee And 78-81. Possession; Further Amending Division 2. Permit At Section 78-102. Application, Section 78-104. Town To Issue Permit, Section 78-105. Fees, Section 78-106. Permit Form, Duration, Section 78-109. Permit Suspension, Revocation, By Deleting Sections 78-110. Permittee To Keep Records, Section 78-111. Reports Required, By Amending Section 78-112. Appeals And Section 78-113. Penalties And By Renumbering Said Sections; Further Amending Chapter 94. Sales At Article II. Auctions And Auctioneers By Deleting Section 94-31. Night Sales Prohibited And Section 94-32. Prohibited In Season On Certain Streets, By Amending Section 94-33. Permit Required And By Renumbering Said Section, By Renumbering Section 94-34. Permit Limitation, By Amending Section 94-35. Application And Section 94-36. Standards For Issuance And By Renumbering Said Sections, By Deleting

Section 94-37. Notice Of Approval Or Denial, By Amending Section 94-38. Appeal Procedure And By Renumbering Said Section, By Renumbering Section 94-39. Duties of Permittee And Section 94-40. Possession, By Deleting Section 94-41. Revocation, And By Adding The Following New Sections 94-38. False Information Prohibited In Application, 94-39. Permits Nontransferable And 94-40. Waiver Of Provisions; Further Amending Article III, Closing-Out Or Distress Sales At Division 2. Permit By Amending Section 94-101. Required, By Deleting Section 94-102. Application Required; Form, Contents, By Amending Section 94-103. False Information Prohibited in Application And By Renumbering Said Section, By Deleting Section 94-104. Investigation, Issuance Of Permit; Duration, By Renumbering Section 94-106. Not Transferable, By Amending Sections 94-107. Denial Of Permit, 94-108. Renewal, And 94-109. Fees And By Renumbering Said Sections, By Deleting Section 94-110. Permit Suspension, By Amending Section 94-111. Permit Revocation, Appeals And By Renumbering Said Section, By Renumbering Section 94-112. Display Required, By Deleting Section 94-113. Duplicate Application And Inventory To Be Kept On Premises And Section 94-114. Records Required; Inspection, By Amending Section 94-115. Additions To Stock Prohibited And By Renumbering Said Section, By Renumbering Section 94-116. Accuracy of Advertising, By Amending Section 94-117. Statement Required in Advertising And By Renumbering Said Section, By Renumbering Section 94-118. Marketing Of Distressed Goods, By Amending Section 94-119. Doing Business Beyond Closing Date And By Renumbering Said Section, And By Adding The Following Sections, 94-114. Duties Of Permittee, 94-115. Waiver Of Provisions, 94-116. Penalties, 94-117. Possession; Further Amending Chapter 106, Streets, Sidewalks And Other Public Places At Article VII, Special Events On Public Property At Division 1. Generally By Amending Section 106-258. Penalties, By Adding The Following New Sections 106-259. Permits Nontransferable, 106-260. Waiver Of Provisions And 106-261. False Information Prohibited In Application; Further Amending Division 2. Permit At Section 106-282. Application, Section 106-283. Standards For Issuance, By Deleting Section 106-284. Notice Of Approval Or Denial, By Amending Section 106-285. Appeal Procedure And By Renumbering Said Section, By Renumbering Section 106-286. Duties of Permittee And Section 106-287. Possession, By Deleting Section 106-288. Revocation, By Amending Section 106.288.1. Walks and Runs And By Renumbering Said Section, And By Adding A New Section 106.288. Religious Holiday Symbol Permits; Providing For Severability; Providing For Repeal Of Ordinances In Conflict; Providing For Codification; Providing For An Effective Date.

Presenter

John C. Randolph, Town Attorney

ATTACHMENTS:

- ▣ **Memorandum Dated August 25, 2023, from Jessica Savidge,
Administrative Manager**
- ▣ **Ordinance No. 016-2023**

TOWN OF PALM BEACH

Information for Town Council Meeting on: September 12, 2023

To: Mayor and Town Council

Via: Kirk W. Blouin, Town Manager

Via: Carolyn Stone, Deputy Town Manager

From: Jess Savidge, Administrative Manager

Re: Amendment of Town Clerk's Office Permits
Ordinance No. 016-2023

Date: August 25, 2023

STAFF RECOMMENDATION

Staff recommends the Town Council approve the proposed revisions of the Town's Code of Ordinances concerning the Town Clerk's Office's permit procedures.

GENERAL INFORMATION

This proposed amendment of the code would allow the Town Clerk's Office to revise its permit applications, currently prohibited by code language specifying exactly what information must be collected for each. The Town no longer uses much of this information during its review, processing, and issuance, as the relevant subsections have undergone minimal updates since they were first written in 1982. Due to the upcoming online digital conversion of the Town's permit processing this coming year, it is a good time to eliminate these restrictive subsections and take advantage of this opportunity.

The proposed revisions eliminate restrictive procedural specifications and language which holds the Town Clerk's Office liable for verifying information that state or federal departments are responsible for. Since the majority of the permits the Town issues are not for the purpose of satisfying requirements of Florida law, the applications should keep to their purpose of collecting data to manage demands within the Town rather than collect redundant information managed by other governmental agencies. These upcoming revisions would streamline the applications and simplify the permit process for both applicants and processors, saving employee time and taxpayer money.

Language concerning auction permits has also been edited to specify that auctions held in connection with a charitable event will not require an auction permit and will instead be subject to the regulations surrounding a charitable solicitation permit. The restrictions preventing auctions from being held at night or between November 1 and April 30 have also been removed, as auctions are already limited to only two per calendar year.

This amendment of the code would also correct the subsections on permit application fees which have not yet been updated to reflect the existence of the fee schedule.

STRATEGIC PLAN

These changes are in support of the Strategic Plan including the strategic focus areas of Sound Fiscal Management, Collaborative Town Government, and Quality of Life and will contribute to one of the Town's goals for 2023 of continuing to implement cost-saving measures. Streamlining the permit process and permit applications will save employee time and taxpayer money, especially during the busy season when permit volume increases, and will also allow the Town Clerk's Office to keep more efficient records and generate more useful data for future decision making.

TOWN ATTORNEY REVIEW

The proposed document has been reviewed and approved for legal form and sufficiency.

CC: John C. Randolph, Town Attorney
Kelly Churney, Acting Town Clerk
Pat Gayle-Gordon, Deputy Town Clerk
Katherine deClaire, Clerk Support Assistant

Ordinance No. 016-2023

An Ordinance Of The Town Council Of The Town Of Palm Beach, Palm Beach County, Florida Providing Amendments To The Application Procedures For Various Events In The Town Including Amendments To Chapter 10, Animals; Section 10-10. Temporary Permits, Section 10-11. Penalties, And By Adding New Sections 10-12. Duties Of Permittee, 10-13. False Information Prohibited In Application, 10-14. Permits Nontransferable, 10-15. Waiver Of Provisions, And 10-16. Possession; Also Amending Chapter 22, Businesses At Article IV. Commercial Motion Picture Making, Division I. Generally At Section 22-127. Penalty For Violations; Further Amending Division 2. Permit At Sections 22-151. Required; Application Fee, 22-152. Application, 22-153. Prerequisites To Issuance, And By Adding New Sections 22-154. Appeals, 22-155. Duties Of Permittee, 22-156. False Information Prohibited In Application, 22-157. Permits Nontransferable, 22-158. Waiver Of Provisions And 22-159. Possession; Amending Chapter 78, Peddlers And Solicitors At Article III. Charitable Solicitations Division 1. Generally, By Deleting Section 78-79. Receipts Required, By Renumbering Section 78-80. Misrepresentation Prohibited, And By Adding Section 78-80. Duties Of Permittee And 78-81. Possession; Further Amending Division 2. Permit At Section 78-102. Application, Section 78-104. Town To Issue Permit, Section 78-105. Fees, Section 78-106. Permit Form, Duration, Section 78-109. Permit Suspension, Revocation, By Deleting Sections 78-110. Permittee To Keep Records, Section 78-111. Reports Required, By Amending Section 78-112. Appeals And Section 78-113. Penalties And By Renumbering Said Sections; Further Amending Chapter 94. Sales At Article II. Auctions And Auctioneers By Deleting Section 94-31. Night Sales Prohibited And Section 94-32. Prohibited In Season On Certain Streets, By Amending Section 94-33. Permit Required And By Renumbering Said Section, By Renumbering Section 94-34. Permit Limitation, By Amending Section 94-35. Application And Section 94-36. Standards For Issuance And By Renumbering Said Sections, By Deleting Section 94-37. Notice Of Approval Or Denial, By Amending Section 94-38. Appeal Procedure And By Renumbering Said Section, By Renumbering Section 94-39. Duties of Permittee And Section 94-40. Possession, By Deleting Section 94-41. Revocation, And By Adding The Following New Sections 94-38. False Information Prohibited In Application, 94-39. Permits Nontransferable And 94-40. Waiver Of Provisions; Further Amending Article III, Closing-Out Or Distress Sales At Division

2. Permit By Amending Section 94-101. Required, By Deleting Section 94-102. Application Required; Form, Contents, By Amending Section 94-103. False Information Prohibited in Application And By Renumbering Said Section, By Deleting Section 94-104. Investigation, Issuance Of Permit; Duration, By Renumbering Section 94-106. Not Transferable, By Amending Sections 94-107. Denial Of Permit, 94-108. Renewal, And 94-109. Fees And By Renumbering Said Sections, By Deleting Section 94-110. Permit Suspension, By Amending Section 94-111. Permit Revocation, Appeals And By Renumbering Said Section, By Renumbering Section 94-112. Display Required, By Deleting Section 94-113. Duplicate Application And Inventory To Be Kept On Premises And Section 94-114. Records Required; Inspection, By Amending Section 94-115. Additions To Stock Prohibited And By Renumbering Said Section, By Renumbering Section 94-116. Accuracy of Advertising, By Amending Section 94-117. Statement Required in Advertising And By Renumbering Said Section, By Renumbering Section 94-118. Marketing Of Distressed Goods, By Amending Section 94-119. Doing Business Beyond Closing Date And By Renumbering Said Section, And By Adding The Following Sections, 94-114. Duties Of Permittee, 94-115. Waiver Of Provisions, 94-116. Penalties, 94-117. Possession; Further Amending Chapter 106, Streets, Sidewalks And Other Public Places At Article VII, Special Events On Public Property At Division 1. Generally By Amending Section 106-258. Penalties, By Adding The Following New Sections 106-259. Permits Nontransferable, 106-260. Waiver Of Provisions And 106-261. False Information Prohibited In Application; Further Amending Division 2. Permit At Section 106-282. Application, Section 106-283. Standards For Issuance, By Deleting Section 106-284. Notice Of Approval Or Denial, By Amending Section 106-285. Appeal Procedure And By Renumbering Said Section, By Renumbering Section 106-286. Duties of Permittee And Section 106-287. Possession, By Deleting Section 106-288. Revocation, By Amending Section 106.288.1. Walks and Runs And By Renumbering Said Section, And By Adding A New Section 106.288. Religious Holiday Symbol Permits; Providing For Severability; Providing For Repeal Of Ordinances In Conflict; Providing For Codification; Providing For An Effective Date.

BE IT ORDAINED by the Town Council of the Town of Palm Beach as follows:

Section 1 –

Chapter 10, Animals is hereby amended at Sections 10-10 through 10-16 as follows:

Sec. 10-10. Temporary permits.

- (a) Permits may be granted for the temporary possession of animals otherwise prohibited under this chapter in connection with either a special event, as said term is defined in this Code or in regard to a private event, subject to the following conditions:
- (1) Application shall be filed with the town ~~clerk at least 30 days~~ prior to the event at which the temporary possession permit is requested. ~~An application fee is hereby authorized and shall be paid upon filing of the application with the town clerk. If, while any application is pending, or during the term of any permit granted pursuant thereto, there is any change in fact, policy or method that would alter the information given in the application, the applicant shall notify the town in writing thereof within 24 hours after such change. The application fee shall be established by adoption of a resolution of the town council and may be amended by adoption of a resolution of the town council. Before a permit is issued pursuant to this article, there shall be paid to the town an administrative processing fee, in accordance with the fee schedule adopted by the town council by resolution as may be amended from time to time. The 30-day period may be waived by the town manager if it is determined by the town manager that good cause exists for waiving the period and further providing that all other requirements set forth in this section are met.~~
 - (2) A temporary possession permit shall be approved by the town manager or designee if:
 - a. The applicant agrees to abide by the most recently adopted rules and regulations designated as the wildlife code of the state as promulgated by the fish and wildlife conservation commission or its successor organization as designated by the state.
 - b. The permit is for a period of time no longer than eight hours, between the hours of 9:00 a.m. to 6:00 p.m., on residential properties. This eight-hour period may fluctuate for private clubs in the town which request a permit for an extended period of time not to exceed eight hours and not to go beyond 9:00 p.m.
 - c. A floor plan or site plan, whichever is deemed appropriate by the town for the property in question is submitted in conjunction with a fully completed town application for a temporary permit indicating to the satisfaction of the town the location of the animals to be displayed, ~~the location where the animals will be displayed~~ and the location of the people that will be in attendance to view the animals to be displayed. A buffer of not less than 50 feet shall be maintained

between the location of the wildlife and the nearest adjacent residentially zoned area of the town.

- d. Adequate proof is submitted that a trained animal handler licensed or permitted by the state fish and wildlife conservation commission, or its successor organization as designated by the state, will be responsible for the handling of any animal permitted, and that a sufficient number of licensed and permitted handlers be present to handle the animal or animals for the duration of the special event.
- e. No animals permitted under this exception shall be permitted in residentially zoned areas of the town, except for animals which are part of a petting zoo otherwise permitted as set forth above.
- f. ~~A certificate of insurance naming the town as insured shall be provided for an amount of insurance not less than \$5,000,000.00 to indemnify the town against any and all liability relating to the presence of the animals in the town. A certificate of insurance shall not be required for events described in subsection (a)(2)e. relating to animals appropriate for a petting zoo such as ponies and trained monkeys. Applicant shall provide, at its own cost and expense, Comprehensive General Liability Insurance coverage endorsing the Town of Palm Beach as an additional insured with limits of liability not less than \$5,000,000.00 per occurrence. All required insurance policies shall provide a waiver of subrogation and rights of recovery against the Town of Palm Beach, including its agents, officers, past and present employees, elected officials and representatives, the insurance policy in effect shall protect both parties and be primary and non-contributory for any and all losses covered by the above described insurance. Insurers have no recourse against the Town of Palm Beach for payment or assessments in any form on any insurance policy. A certificate of insurance will not be required for events described in subsection (a)(2)e. relating to animals appropriate for a petting zoo such as sheep, goats, rabbits, guinea pigs, ponies, alpacas, llamas, pigs, miniature donkeys, miniature horses, ducks, geese, chickens, and turkeys.~~
- g. Notwithstanding the requirements set forth in subsections c. and d., a permit may be allowed for animal displays used in conjunction with educational wildlife programs on town property and on public or private school property within the town.
- h. The applicant agrees to all written conditions issued by the town in conjunction with and requisite to the permit.

- (b) The town manager or his designee shall have the authority to revoke a temporary animal permit issued under this division upon violation of the terms of the permit.

The permit shall be determined to be null and void and may be immediately terminated. If a temporary animal permit is denied or revoked, any person aggrieved shall have the right to appeal to the town council. The appeal must be filed at least five days prior to the next available meeting of the town council subsequent to the notice of appeal. ~~If a permit is denied by the town manager or designee, the applicant may appeal the decision to the town council, which shall give consideration to the appeal at the next regular meeting of the town council subsequent to the denial of the permit.~~

- (c) If a special event or a private event is scheduled or held involving the display or possession of animals prohibited by this section, absent a permit as required under this section, the event may be terminated or dispersed by action of the code enforcement officer, fire rescue officer or by the police department.

Sec. 10-11. - Penalties.

Persons found to be in violation of any provision of this chapter may be subject to penalties provided by law for the violation of municipal ordinances or, alternatively, may be subject to the jurisdiction of the code enforcement board. Nothing in this section shall prevent the town from seeking civil injunctive relief if deemed appropriate by the town in the circumstances. Any person, organization, corporation, agency or entity that obtains temporary possession of an animal for a special or private event without having first obtained a valid permit shall be assessed a penalty, in accordance with the fee schedule adopted by the town council by resolution as may be amended from time to time.

Sec. 10-12. Duties of permittee.

The permittee under this division shall comply with all provisions of this article, other laws and ordinances of the town, state and federal government, and all permit directions and conditions of the permit.

Sec. 10-13. False information prohibited in application.

No person shall knowingly falsify or misrepresent any information or representations made in the permit application.

Sec. 10-14. Permits nontransferable.

Permits issued under this article shall be nontransferable.

Sec. 10-15. Waiver of provisions.

The town council may in its discretion waive any requirements of this article.

Sec. 10-16. Possession.

The person heading or leading the event shall carry the temporary animal permit upon his or her person during the conduct of the event and shall be present at the event.

Section 2 –

Chapter 22, Businesses is hereby amended at Article IV Commercial Motion Picture Making as follows:

ARTICLE IV. COMMERCIAL MOTION PICTURE MAKING

DIVISION 1. GENERALLY

Sec. 22-126. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Commercial motion picture making includes video production of any nature.

Sec. 22-127. Penalty for violations.

~~Persons found to be in violation of any provision of this chapter may be subject to penalties provided by law for the violation of municipal ordinances or, alternatively, may be subject to the jurisdiction of the code enforcement board. Nothing in this section shall prevent the town from seeking civil injunctive relief if deemed appropriate by the town in the circumstances. Any person found guilty of violating the terms of this article shall be subject to section 1-14. A citation for violation of this article shall not preclude the town from seeking other relief such as injunctive or declaratory relief to enforce the provisions of this article.~~

DIVISION 2. PERMIT

Sec. 22-151. Required; application fee.

- (a) Any person desiring to use the public streets or sidewalks, the public rights-of-way, or other public properties within the town for the purposes of commercial motion picture making shall be required to first obtain a permit for that activity from the town council. This permit is not intended to preclude legitimate video production of news events.
- (b) ~~The application for permit shall be accompanied by a \$1,000.00 nonrefundable permit fee payable to the town for the administrative processing of the permit application. In addition to the \$1,000.00 application fee, there will be a filming fee of \$800.00 per day for each day of filming. Before a permit is issued pursuant to this article, there shall be paid to the town an administrative processing fee and daily filming fee, in accordance with the fee schedule adopted by the town council by resolution as may be amended from time to time.~~

Sec. 22-152. Application.

~~All applications for permits referenced in section 22-151 shall be filed with the town clerk at least 30 days and not more than 45 days prior to the date or dates upon which the applicant wishes to conduct the activity.~~ Complete applications must be filed with the town ~~clerk~~ no less than 20 days prior to the town council meeting at which the application is to be considered. If, while any application is pending, or during the term of any permit granted pursuant thereto, there is any change in fact, policy or method that would alter the information given in the application, the applicant shall notify the town in writing thereof within 24 hours after such change.

~~The application shall contain the following information.~~

- ~~(1) The name and address of the person applying for the permit.~~
- ~~(2) The number of personnel required by the applicant to conduct the activities for which the permit is sought.~~
- ~~(3) The date, time and places during which the proposed activity is to be conducted and a description of the specific activities. This information shall describe the specific public property sought to be utilized, the specific times of day during which the properties are requested to be utilized, and the specific activity which is to be conducted upon the property.~~
- ~~(4) The name, address and telephone number of the specific person who is to be responsible for all of the activities to be conducted pursuant to the terms of the permit.~~

Sec. 22-153. Prerequisites to issuance.

Prior to a permit^s being granted under this division, the following shall be provided to the town by the applicant:

- (1) ~~(1)~~ Hold harmless agreement. The applicant shall execute a hold harmless agreement in favor of the town saving, defending and holding harmless the town, its agents, employees and representatives, from any claim arising as a result of the activities of the applicant, his agents, representatives or employees, within the town. This agreement shall be executed by an individual and/or entity capable financially and otherwise of honoring the terms thereof, and the agreement shall be in a manner and form acceptable to the town and deemed to provide the protection necessary to the town as intended by this section. The applicant shall execute a hold harmless agreement in favor of the Town of Palm Beach hereby releasing and forever discharging the Town of Palm Beach, and agree to indemnify, defend, and hold the Town of Palm Beach and its agents, employees, elected officials and representatives, free and harmless from and against any and all claims, losses, expenses, suits, costs fines and damages (including attorney fees) or liabilities of every kind and character arising out of or relating to any and all claims for bodily injury, including death in connection

with or arising directly or indirectly out of the activities of the applicant, its agents, representatives or employees, within the Town of Palm Beach. This agreement shall be executed by an individual and/or entity capable financially and otherwise of honoring the terms thereof, and the agreement shall be in a manner and form acceptable to the Town of Palm Beach and deemed to provide the protection necessary to the Town of Palm Beach as intended by this section.

(2) *Indemnification Clause.* To the fullest extent allowed by law the applicant shall protect, defend, reimburse, indemnify and hold harmless the Town of Palm Beach, and the Town's officers, agents, and employees free and harmless from and against any and all claims, losses, penalties, damages, settlements, costs, charges, attorneys or other professional fees, or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, cause or causes of action of very kind and character in connection with, or arising directly or indirectly out of or related to this applicant and the activity performed hereunder. Without limiting the generality of the foregoing, applicant's indemnity shall include all claims, damages, losses, or expense arising out of or related to personal injury, death, damages to property, defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copyright, proprietary information, or applications of any thereof, or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or order of any court. Applicant agrees to investigate, respond, adjust, and provide a defense for, all and any such claims, demands and actions at applicant's sole expense and agrees to bear and remain liable for all such other costs and expenses relating thereto, even if such claim is groundless, false or fraudulent. Notwithstanding the foregoing, applicant's indemnity shall not extend to liability for damages to persons or property to the extent such damage was caused by any act, omission, or default of the Town, or by the Town's officers, agents, and employees.

(4)(3) Applicant acknowledges and agrees that the Town would not enter into a contract without this indemnification of Town by applicant, and that Town's entering into a contract shall constitute good and sufficient consideration for this indemnification. These provisions shall survive the expiration or earlier termination of the applicant. Nothing in this Contract shall be construed to affect in any way the Town's rights, privileges, and immunities as set forth in Florida Statute 768.28.

(42) *Certificate of insurance.* The applicant shall provide a certificate of insurance naming the town as a named insured under the insurance policy for an amount not less than \$10,000,000.00. When an aircraft is to be involved in any filming, the insurance policy shall be for an amount not less than \$100,000,000.00, and when any watercraft is to be involved in any filming, the insurance policy shall be for an amount not less than \$25,000,000.00. The town council may increase the minimum amount of insurance specified herein upon the recommendation of the town manager or his designee. Applicant shall provide at its own cost and

expense Comprehensive General Liability Insurance coverage endorsing the Town of Palm Beach as an additional insured with limits of ~~liability~~ ~~not~~liability not less than \$10,000,000.00 per occurrence. All required insurance policies shall provide a waiver of subrogation and rights of recovery against the Town of Palm Beach, including its agents, officers, past and present employees, elected officials and representatives, the insurance policy in effect shall protect both parties and be primary and non-contributory for any and all losses covered by the above-described insurance. Insurers have no recourse against the Town of Palm Beach for payment or assessments in any form on any insurance policy. When an aircraft is to be involved in any filming, the applicant will be required to obtain aviation coverage with limits of liability not less than \$100,000,000.00 per occurrence. ~~If any~~If any watercraft is to be involved in filming, marine coverage is required with limits of liability not less than \$25,000,000.00 per occurrence. The town council may increase the limits of ~~liability~~ ~~and~~liability and request additional coverages as necessary upon the recommendation of the Town Manager or designee.

- (53) *Deposit for services.* The applicant shall deposit with the town an amount determined by the town manager or designee and approved by the town council, to compensate the town for any extraordinary services required by the town for purposes of carrying on the activity to be conducted pursuant to the terms of the permit.
- (64) *Time schedule.* In no event shall any of the activities to be conducted pursuant to the terms of the permit be conducted between the hours of 8:00 a.m. and 10:00 a.m., and 4:00 p.m. and 6:00 p.m. Dates and times during which filming shall be allowed shall be subject to the approval of the town manager or designee.
- (75) *Deference to normal flow patterns.* At no time shall the public streets, sidewalks or rights-of-way of the town be blocked or impeded to restrict or inhibit the normal flow of pedestrian or vehicular traffic.
- (86) *Limitation to commercial districts.* The activities permitted by this section are restricted to the commercially zoned districts within the town and shall not be permitted within the residentially zoned districts.
- (97) *Prohibition during season.* The activities permitted by this section shall take place only from April 16 through November 14 of any year. In no event shall commercial motion picture making take place from November 15 through April 15 of any year.
- (108) *Prohibition on narrow streets.* In no event shall any of the activities to be conducted pursuant to the terms of a permit be conducted on any street, road or thoroughfare that is less than 30 feet in width of paved right-of-way.

(119) *Prohibition in or adjacent to governmental buildings.* In no event shall any of the activities to be conducted pursuant to the terms of a permit be conducted in any governmental building of the town or on the sidewalks or rights-of-way abutting any such building.

(120) *Maximum number of days per month.* In no event shall commercial motion picture making be permitted to be conducted within the town for a period of more than seven days in any one month during the period of time that is allowed for that activity as specified by the terms of this section. It is the intention of this subsection that the seven-day period is the maximum number of days allowed for motion picture making during any one month within the town. In other words, if one applicant has already received a permit to conduct motion picture making activities within the town for a period of seven days during any one month, no other permits shall be granted to that applicant or any other applicant for motion picture making activities during that particular month. For purposes of this section, applications shall be considered by the town council in the priority of the earliest filed application.

Sec. 22-154. Appeals.

The town manager or his designee shall have the authority to revoke a commercial motion picture filming permit issued under this division upon violation of the terms of the permit. The permit shall be determined to be null and void and may be immediately terminated. If a commercial motion picture filming permit is denied or revoked, any person aggrieved shall have the right to appeal to the town council. The appeal must be filed at least five days prior to the next available meeting of the town council subsequent to the notice of appeal.

Sec. 22-155. Duties of permittee.

The permittee under this division shall comply with all provisions of this article, other laws and ordinances of the town, state and federal government, and all permit direction and conditions of the permit.

Sec. 22-156. False information prohibited in application.

No person shall knowingly falsify or misrepresent any information or representation made in the permit.

Sec. 22-157. Permits nontransferable.

Permits issued under this article shall be nontransferable.

Sec. 22-158. Waiver of provisions.

The town council may in its discretion waive any requirements of this article.

Sec. 22-159. Possession.

The person heading or leading the filming process shall carry the commercial motion picture filming permit upon his or her person during the conduct of filming and shall be present.

Section 3 –

Chapter 78, Peddlers and Solicitations is hereby amended at Article III Charitable Solicitations as follows:

ARTICLE III. CHARITABLE SOLICITATIONS

DIVISION 1. GENERALLY

Sec. 78-76. Findings of necessity.

It is found and determined by the town council that the public welfare of the town requires that the solicitation of funds for charitable purposes be regulated.

Sec. 78-77. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Charitable means and includes the words patriotic, philanthropic, religious, social service, welfare, benevolent, educational, civic or fraternal, either actual or purported.

Contributions means and includes the words alms, food, clothing, money, subscription, property or donation, including when under the guise of a loan of money or property.

Cost of solicitation means all costs of whatever nature incurred by the person conducting a solicitation in raising the funds solicited.

Professional promoter means a person who, for compensation, plans, conducts, manages or carries on or attempts to plan, conduct, manage or carry on any drive or campaign for the purpose of soliciting contributions for or on behalf of any charitable organization or person, or engages in the business of, or who holds him or herself out as independently engaged in the business of, soliciting contributions for charitable purposes. A bona fide officer or regular employee of a person shall not be deemed a professional promoter by reason of his or her participation in a charitable solicitation made by or on behalf of his or her employer.

Professional solicitor means any person other than a professional promoter who is employed or retained for compensation to make solicitations in connection with a charitable solicitation.

Solicit and *solicitation* mean the request, either directly or indirectly, for money, credit, property, financial assistance or other things s of value on the plea or representation that such money, credit, property, financial assistance or other things s of value will be used for a charitable purpose. *Solicit* and *solicitation* shall not include food drives, toy drives or school supply collections traditionally undertaken in the town prior to the adoption of the ordinance from which this section is derived.

Sec. 78-78. Waiver of provisions.

The town council may in its discretion waive any requirements of this article.

~~Sec. 78-79. Receipts required.~~

- ~~(a) Any solicitor or agent receiving money or anything of the value of \$1.00 or more from any contributor to a charitable solicitation shall give to the contributor a written receipt signed by the solicitor showing plainly the name, permit number of the person under whose permit the solicitation is conducted, the date the person makes the donation, and the amount or thing and value thereof received. No such receipt, however, shall be required where the solicitation is in the form of the sale of numbered tickets and such tickets are given to the contributor, or where the solicitations is in the form of a benefit, bazaar or similar event and the contribution is solicited on the premises on which such event is being held.~~
- ~~(b) The receipts required by this article shall be in duplicate or in the form of a numbered receipt and matching numbered stub, the duplicate copy or the stub, as the case may be, shall be retained by the solicitor and turned over to the permittee in charge of the solicitation.~~

Sec. 78-~~79~~80. Misrepresentation prohibited.

No person shall directly or indirectly solicit contributions for any purpose by misrepresentation of his or her name, occupation, financial condition, social condition or residence; and no person shall make or perpetrate any misstatement, deception or fraud in connection with any solicitation of any contribution for any purpose in the town, or in any application or report filed under this article.

Sec. 78-80. Duties of permittee.

The permittee under this division shall comply with all provisions of this article, other laws and ordinances of the town. state and federal government, and all permit directions and conditions of the permit.

Sec. 78-81. Possession.

The person heading or leading the charitable event shall carry the charitable solicitations permit upon his or her person during the conduct of the event and shall be present at the event.

DIVISION 2. PERMIT

Sec. 78-101. Required; exceptions.

No person or agent of such person shall solicit contributions for any charitable purpose or person within the town without a permit issued by the town ~~clerk~~ authorizing such solicitation; however, the provisions of this article shall not apply:

- (1) To any solicitation made by a person organized and operating exclusively for charitable purposes and not operated for the pecuniary profit of any person if the solicitation by such is conducted solely among the established and bona fide membership thereof by other members or officers thereof, voluntarily and without remuneration for making such solicitations; or
- (2) If the solicitation is in the form of collections or contributions at a regular assembly or services of such established person.

Sec. 78-102. Application.

- (a) Each application for a permit to solicit contributions for a charitable purpose or persons shall be made to the town ~~on forms provided by it, which shall be available at the office of the town clerk.~~
- (b) Each application shall ~~be complete to address all requested information. and be sworn to and filed with the town~~ at the office of the town clerk at least 60 days prior to the proposed effective date of the permit applied for. ~~Permits applied for less than 60 days prior to the effective date of the permit shall be subject to late fees as determined by resolution of the town council as may be amended from time to time.~~
- ~~(c) Each application shall contain the following information:~~
 - ~~(1) The name, date of birth, address or headquarters of the person applying for the permit.~~
 - ~~(2) If the applicant is not an individual, the names and addresses of the applicant's principal officers and managers and a copy of the resolution, if any, authorizing such solicitation, certified as to a true and correct copy of the officer having charge of the applicant's records.~~
 - ~~(3) The purposes for which such solicitation is to be made, the total amount of funds proposed to be raised thereby, and the use or disposition to be made of such funds.~~
 - ~~(4) A specific statement, supported by reasons, and, if available, figures showing the need for the funds to be solicited.~~

- ~~(5) The names, date of birth and address of the person or persons by whom the receipts of such solicitation shall be disbursed.~~
- ~~(6) the names, date of birth and addresses of the person or persons who will be in direct charge of conducting the solicitation.~~
- ~~(7) An outline of the method or methods to be used in conducting the solicitation.~~
- ~~(8) The time when such solicitation shall be made, giving the dates for the beginning and ending of such solicitation.~~
- ~~(9) The estimated cost of solicitation.~~
- ~~(10) The names, dates of birth and addresses of all professional promoters and professional solicitors who will be connected with the solicitation and the amount of wages, fees, commissions, expenses or emoluments to be paid to each professional promoter and professional solicitor, and a copy of the contract, if any, given each professional promoter.~~
- ~~(11) A schedule for the last preceding fiscal year of any funds collected in the town through a charitable solicitation by the applicant, which schedule shall disclose the amount of money so raised, together with the direct cost of raising it, the final distribution of net proceeds and the percentage of net proceeds applied directly to functions and activities within the state, within the town and within the county.~~
- ~~(12) A statement as to what the actual cost of the solicitation will be, expressed as a percentage of the total amount to be raised. This statement relating to cost of solicitation shall include a specific statement as to donations of in-kind contributions and the estimated value of same. Additionally, statement as to the amount of the funds raised estimated to be applied directly to functions and activities within the town and the state.~~
- ~~(13) A statement to the effect that if the permit is granted, it will not be used or represented in any way as an endorsement by the town or by the town council of the solicitation conducted thereunder.~~
- ~~(14) A copy of an approved registration statement filed with the state division of consumer services of the department of agriculture and consumer services shall be filed with the town prior to solicitation being conducted within the town or a permit granted under this division. This registration statement shall affirmatively show that it shall be in effect for the full duration of any solicitation to be conducted within the town. The registration statement shall not be required if the organization is determined to be exempt from registration pursuant to F.S. ch. 496.~~

- ~~(d) Any delinquent fees from prior filings or events must be paid at the time of application in addition to current fees as prescribed in this division.~~
- ~~(e) If an applicant cannot furnish some of the information required by this section, a detailed statement shall be given of the reasons why such information cannot be furnished.~~
- (cf) If, while any application is pending, or during the term of any permit granted pursuant thereto, there is any change in fact, policy or method that would alter the information given in the application, the applicant shall notify the town in writing thereof within 24 hours after such change.

Sec. 78-103. Information contained in application to be public.

The information contained in the application for a permit to solicit funds for charitable purposes shall be available to the public.

Sec. 78-104. Town ~~clerk~~ to issue permit.

The town clerk or designee shall issue a permit to solicit funds for a charitable purpose unless one or more of the following facts are found to exist:

- (1) That not all statements made in the application are ~~found to be true.~~
- ~~(2) The required documentation and application are incomplete.~~
- ~~(2) That the applicant is, or has engaged in, a fraudulent action or enterprise.~~
- ~~(3) That the solicitation will be a fraud upon the public.~~
- ~~(4) That the solicitation is not prompted solely by a desire to finance the charitable cause described in the application, but will be conducted primarily for the private personal benefit of the people conducting it.~~

Sec. 78-105. Fees.

Before a permit is issued pursuant to this article, there shall be paid to the town ~~clerk~~ an administrative processing fee, and in the event of ~~a~~ late filing a late filing fee, in accordance with the fee schedule adopted by the town council by resolution as may be amended from time to time. This provision shall not apply to the first three events held in any given year by organizations which receive financial support from the town through its budgeting process, ~~provided that the application and all required documentation is received at least 60 days prior to the proposed effective date of the permit applied for.~~

Sec. 78-106. Permit form, duration.

Permits issued under this article shall bear the name and address of the person by whom the solicitation is to be made, the number of the permit, the date issued, the dates within

which the permit holder may solicit, and a statement that the permit does not constitute an endorsement by the town or the town council of the purpose of, or the person conducting the solicitation. All permits shall be signed by the town clerk or designee and shall be in effect for the time stated thereon, but in no event shall the permit be valid beyond 12 months from the date of issuance, and in no event shall the permits be valid for more than two events during the 12-month period from the date of issuance. This limitation shall not apply to organizations which receive financial support from the town through its budgeting process or to businesses located within the town which raise funds for charity as a percentage of sales of merchandise.

Sec. 78-107. Permits nontransferable.

Permits issued under this article shall be nontransferable.

Sec. 78-108. Credentials for solicitors.

- (a) All persons to whom permits have been issued under this article shall furnish proper credentials to their agents and solicitors for such solicitation. Such credentials shall include the name of the permit holder, the date of issuance, a statement describing the permittee's charitable activity, a description of the purpose of the solicitation, including a statement as to whether professional solicitors are being used in the solicitation, the signature of the permittee or of its chief executive officer, and the name, address and signature of the solicitor to whom such credentials are issued and the period of time during which the solicitor is authorized to solicit on behalf of the permit holder.
- (b) No person shall solicit under any permit granted under this article without the credentials required by this article and a facsimile copy of the permit in his or her possession. The credentials and facsimile copy of the permit must be shown to all persons solicited.

Sec. 78-109. Permit suspension, revocation.

When the town manager or designee has reason to believe that any person to whom a permit has been issued under this article or any promoter, agent or solicitor of such permittee has misrepresented the purpose of the solicitation, the town manager or designee may direct the ~~town clerk to~~ suspension of the permit of such person. ~~Upon such direction, the town clerk or designee shall forthwith give written notice of such suspension by certified mail to such person at his last known address. The notice shall contain a statement of the grounds on which the suspension is based and shall set a date for hearing before the town council not more than 12 days after the date of suspension. Notice of such hearing shall be given such person at least five days prior to the date of hearing unless such person shall waive such period of notice. At such hearing the town council may permanently revoke such permit if it finds there were grounds for such suspension, or take such other action as it deems advisable.~~

~~Sec. 78-110. Permittee to keep records.~~

~~Every person granted a permit under this article shall maintain a system of accounting that shows to the satisfaction of the town all contributions solicited and the disbursement thereof.~~

~~Sec. 78-111. Reports required.~~

~~Every permit holder shall make available to the town manager or to any person designated in writing by the town manager as the representative for such purpose, all books, records and papers for the purpose of checking the accuracy of the report required by this section.~~

Sec. 78-~~110~~112. Appeals.

The town manager or his designee shall have the authority to revoke a charitable solicitation permit issued under this division upon violation of the terms of the permit. The permit shall be determined to be null and void and may be immediately terminated. If a charitable solicitation permit is denied or revoked, any person aggrieved shall have the right to appeal to the town council. The appeal must be filed at least five days prior to the next available meeting of the town council subsequent to the notice of appeal. If a permit for a charitable solicitation is denied, an appeal shall be afforded to the town council at the next available meeting of the town council subsequent to the date of denial.

Sec. 78-~~111~~113. Penalties.

Persons found to be in violation of any provision of this chapter may be subject to penalties provided by law for the violation of municipal ordinances or, alternatively, may be subject to the jurisdiction of the code enforcement board. Nothing in this section shall prevent the town from seeking civil injunctive relief if deemed appropriate by the town in the circumstances. Any person, organization, corporation, agency, or entity that engages in charitable solicitation without having first obtained a valid permit shall be assessed a penalty, in accordance with the fee schedule adopted by the town council by resolution as may be amended from time to time.

Section 4 –

Chapter 94. Sales is hereby amended at Article II. Auctions and Auctioneers and at Article III. Closing-Out Or Distress Sales as follows:

ARTICLE II. AUCTIONS AND AUCTIONEERS

~~Sec. 94-31. Night sales prohibited.~~

~~No permit shall be issued and it shall be unlawful for any person to conduct a sale at public auction in the town between the hours of 6:00 p.m. and 8:00 a.m.~~

~~Sec. 94-32. Prohibited in season on certain streets.~~

~~It shall be unlawful to hold or conduct any auction sale between November 1 and April 30 of any year, in buildings fronting on any of the following designated streets within the town:~~

- ~~(1) On Worth Avenue, between County Road and Lake Drive.~~
- ~~(2) On Hibiscus Avenue Street, between Peruvian Avenue and Worth Avenue.~~
- ~~(3) On Coconut Row, between Peruvian Avenue and Worth Avenue.~~
- ~~(4) On Ocean Boulevard, between Barton Avenue and Gulf Stream Road.~~
- ~~(5) On County Road, between Worth Avenue and Wells Road.~~
- ~~(6) On Royal Palm Way.~~
- ~~(7) On Bradley Place, between Royal Poinciana Way and Wells Road.~~
- ~~(8) On Sunrise Avenue, between Bradley Place and Ocean Boulevard.~~

Sec. 94-~~31~~33. Permit required.

No person shall engage in, participate in, aid, form or start any auction unless a permit shall have first been obtained from the town ~~clerk~~. This auction permit shall not be required for any auction held in correlation with a charitable solicitation permit.

Sec. 94-~~32~~34. Permit limitation.

No more than two permits per calendar year shall be issued to conduct an auction at any location or address in town.

Sec. 94-~~33~~35. Application.

- (a) *Required.* A person seeking issuance of an auction permit shall file an application with the ~~town clerk's office on forms provided by the~~ town.
- (b) *Filing.* A completed application for an auction permit, providing all information required herein, shall be filed with the town ~~clerk's office~~. If, while any application is pending, or during the term of any permit granted pursuant thereto, there is any change in fact, policy or method that would alter the information given in the application, the applicant shall notify the town in writing thereof within 24 hours after such change. Before a permit is issued pursuant to this article, there shall be paid to the town an administrative processing fee, in accordance with the fee schedule adopted by the town council by resolution as may be amended from time to time, not less than 30 days nor more than 90 days before the date on which it is proposed to conduct the auction.
- ~~(c) — Contents. The application for an auction permit shall set forth the following information:~~

- ~~(1) The name, address and telephone number of the person seeking to conduct such an auction.~~
- ~~(2) The purpose of the auction.~~
- ~~(3) A general description of the items to be auctioned.~~
- ~~(4) If the auction is proposed to be conducted for, on behalf of, or by an organization, the name, address and telephone number of the headquarters of the organization, and of the authorized and responsible heads of such organization.~~
- ~~(5) The date on which the auction is to be conducted.~~
- ~~(6) The exact hours the auction is to be conducted.~~
- ~~(7) The name of or type of auction.~~
- ~~(8) The exact location of the auction.~~
- ~~(9) The approximate number of participants and spectators.~~
- ~~(10) A detailed description of the activity or activities, including whether or not the auction event requires support facilities such as traffic control, parking volume, crowd control.~~
- ~~(11) The signature of the applicant.~~
- ~~(12) The name, address and telephone number of the person who will be responsible for the conduct of the auction.~~
- ~~(13) An application fee adopted by resolution of the town council, as may be amended from time to time.~~

Sec. 94-~~343~~6. Standards for issuance.

The town ~~clerk's office~~ shall issue an auction permit when from a consideration of the application and from such other information as may otherwise be obtained, ~~the town clerk determines that:~~

- (1) The applicant has agreed in writing to abide by all provisions set forth in this article.
- (2) All required information is set forth in the application and is in accordance with all provisions set forth in this article.
- (3) The concentration of persons and vehicles at assembly points of the auction location will not interfere with the proper fire and police protection of or ambulance services to areas contiguous to such assembly points of the

auction as determined by the chief of police or ~~his~~-designee and the chief of fire-rescue or ~~his~~-designee.

- (4) The conduct of the auction will not interfere with the movement of police and fire rescue vehicles and equipment en route to a fire or the movement of emergency medical services equipment en route to an emergency as determined by the chief of police or ~~his~~-designee and the chief of fire-rescue or ~~his~~-designee.
- (5) The conduct of the auction will not substantially interrupt the safe and orderly movement of pedestrian or vehicular traffic contiguous to the place of the auction as determined by the chief of police or ~~his~~-designee.
- (6) The conduct of the auction will not result in damage to town-owned property as determined by the director of public works or ~~his~~-designee or constitute a hazard to the safety of other persons within the immediate vicinity of the auction as determined by the chief of police or ~~his~~-designee and the chief of fire-rescue or ~~his~~-designee.
- (7) No event or auction is scheduled elsewhere in the town where the town's resources required for that event or auction are so great that the deployment of resources for the proposed auction would have an immediate and adverse effect upon the welfare and safety of persons and property as determined by the chief of police or ~~his~~-designee and the chief of fire-rescue or ~~his~~-designee.
- (8) The auction will be conducted within a commercial zoning district of the town.
- (9) The auction will be conducted by a licensed auctioneer.
- (10) The goods or services to be auctioned shall be the same or similar to the licensed use of the facility within which the auction is to be held as determined by the director of the planning, zoning and building department, or ~~his~~-designee, in the permit application review process. For example, a licensed real estate office would be eligible to conduct an auction of real estate, but not jewelry. Likewise, a licensed jewelry store would be eligible to auction jewelry, but not real estate.
- (11) The granting of the permit will not cause more than two auctions to be held within a calendar year at the location or address where the auction is proposed to be conducted.

~~Sec. 94-37. Notice of approval or denial.~~

~~The town clerk's office shall act upon an application for an auction within 15 days after the filing thereof and must notify the applicant of the approval or denial of the application within that same period. If the town clerk or designee denies an application, a written~~

~~notice stating the reasons for denial shall be sent to the applicant by mail and made available by the town for inspection within the 15-day period specified above.~~

Sec. 94-~~35~~38. Appeal procedure.

~~The town manager or his designee shall have the authority to revoke an auction permit issued under this division upon violation of the terms of the permit. The permit shall be determined to be null and void and may be immediately terminated. If an auction permit is denied or revoked, any person aggrieved shall have the right to appeal to the town council. The appeal must be filed at least five days prior to the next available meeting of the town council subsequent to the notice of appeal. Any person aggrieved shall have the right to appeal the denial of an auction permit to the town council. The appeal shall be filed within five days of notice of denial. If an appeal to the town council is made, the town council shall act upon such appeal at the next regular monthly meeting of the town council subsequent to the notice of appeal.~~

Sec. 94-~~36~~39. Duties of permittee.

The permittee under this division shall comply with all provisions of this article, other laws and ordinances of the town, state and federal government, and all permit directions and conditions of the permit.

Sec. 94-~~37~~40. Possession.

The person heading or leading such auction shall carry the auction permit upon his or her person during the conduct of the auction and shall be present at the auction.

~~Sec. 94-41. Revocation.~~

~~The town manager or his designee shall have the authority to revoke an auction permit issued under this division upon violation of the provisions applicable to auction permittees. If an auction is conducted in violation of the terms of the permit, the permit shall be determined to be null and void and may be immediately terminated. The revocation of a permit may be appealed in the same manner and under the same time limitations as a permit denial.~~

Sec. 94-~~38~~40. False information prohibited in application.

No person shall knowingly falsify or misrepresent any information or representations made in the permit application.

Sec. 94-~~39~~41. Permits nontransferable.

Permits issued under this article shall be nontransferable.

Sec. 94-~~40~~42. Waiver of provisions.

The town council may in its discretion waive any requirements of this article.

ARTICLE III. CLOSING-OUT OR DISTRESS SALES

DIVISION 1. GENERALLY

Sec. 94-66. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Advertise, advertising, advertisement, advertised and publish means all means of conveying to the public notice of a sale, or notice of intention to conduct a sale, whether by word of mouth, newspaper, magazine, periodical, handbill, written notice, printed display, poster, billboard, radio and television announcement and any and all other means.

Goods means any goods, wares, merchandise or other property capable of being the object of a sale regulated under this article.

Permit means a permit issued pursuant to this article.

Permittee means the person to whom a permit has been issued pursuant to this article.

Sale means:

- (1) The sale, or offer to sell, by any person to the public of goods in stock, on order, or in transit, with a declared advertised purpose that such sale is anticipatory to the termination, closing, liquidation, revision, windup, discontinuance, conclusion or abandonment of the business, or any part thereof, or any line of goods, or any one store of a group of stores in connection with such sale, and it shall include any and all sales advertised in such manner as to reasonably convey to the public the impression that upon the disposal of the goods advertised, or on hand, the business will permanently cease and be discontinued;
- (2) The sale, or offer to sell, by any person to the public of goods in stock, on order, or in transit, with a declared advertised purpose that such sale is anticipatory to the temporary closing or temporary discontinuance of the business for the purpose of alterations or remodeling of the premises, or for the purpose of moving to another specific location in the town;
- (3) The sale, or offer to sell, by any person to the public, of goods so advertised as to reasonably convey to the public that such goods are damaged or altered by fire, smoke, water, hurricane, flood, explosion or other means; or
- (4) The sale, or offer to sell, by any person to the public, of goods advertised in such a manner as to reasonably cause the public to believe that the goods to be sold, or any part thereof, have been involved in any business failure,

or have been derived from a business that has failed, been closed, discontinued or liquidated, or where such advertising indicates a business failure or emergency affecting the seller or any previous holder of the goods to be sold.

Sec. 94-67. Exceptions.

Provisions of this article shall not apply to sales advertised as anticipatory or closing for vacation or the summer or discontinuing business for vacation or the summer; except that, in no event, shall such sales exceed a period of time of longer than 30 consecutive days, Sundays and legal holidays included, in any one year after such sale is first advertised or commenced. It shall be unlawful to conduct such sale in violation of this section; and for the purpose of this section failure of the person so advertising or conducting such sale to close the business immediately after expiration of such period of time for a period of at least 14 consecutive days, Sundays and legal holidays included, shall be prima facie evidence of the intent of such person to mislead or defraud the public.

Sec. 94-68. Persons and officers exempt.

The following persons shall be exempt from the provisions of this article:

- (1) Persons acting pursuant to an order of a court of competent jurisdiction.
- (2) Sheriffs and marshals acting in accordance with their powers and duties as public officers.
- (3) Duly licensed auctioneers, selling at auction.

DIVISION 2. PERMIT

Sec. 94-101. Required.

No person shall advertise or conduct a sale without first obtaining a permit from the town. If, while any application is pending, or during the term of any permit granted pursuant thereto, there is any change in fact, policy or method that would alter the information given in the application, the applicant shall notify the town in writing thereof within 24 hours after such change-clerk.

~~Sec. 94-102. Application required; form, contents.~~

~~No permit for a sale shall be granted except upon written application, upon forms provided, to the town clerk; and such application shall be signed and verified before a person authorized to administer oaths by the person who intends to conduct such sale. Such application shall be submitted to the town clerk at least five days prior to the advertising or conducting of such sale., and each application shall set forth and contain the following:~~

- ~~(1) The name and address of the owner of the goods to be sold, and if the owner is a corporation, the name, address and title of at least one officer of the corporation.~~
- ~~(2) A description of the place where such sale is to be held.~~
- ~~(3) The nature of the occupancy, whether by lease, sublease or otherwise, and the date of the beginning of such occupancy and the date of the termination thereof.~~
- ~~(4) The means to be employed in advertising such sale, together with the proposed language content of any advertisement to be used for such sale.~~
- ~~(5) A complete and detailed inventory of all goods to be sold, or offered for sale, including all goods then in stock, on order or in transit, and the cost and retail price of such goods.~~
- ~~(6) The place where such goods were purchased or acquired and, if not purchased, the manner of such acquisition.~~
- ~~(7) A statement by the applicant that upon receipt of permit for a sale, the applicant will immediately surrender any existing occupational licenses for the business for cancellation without refund of the tax, or any portion thereof, paid for such occupational license.~~
- ~~(8) A statement by the applicant that representations made therein are bona fide. If the application is made for a sale as defined in section 94-66, such application shall also state, that if such permit is issued by the town clerk, acting in reliance on such representations, the applicant will not, directly or indirectly, engage in the same business or any similar business under the same trade name or a similar trade name in the town, for a period of two years from the date of application and shall not engage in the same business or similar business under any name at the premises for a period of two years from the date of application.~~
- ~~(9) Any additional information relating to such sale as the town clerk may deem necessary.~~

Sec. 94-~~102~~103. False information prohibited in application.

No person shall knowingly falsify or misrepresent any information or representations made in the permit application ~~provided for in section 94-102~~.

Sec. 94-104. Investigation, issuance of permit; duration.

~~Upon receipt of an application pursuant to this article and payment of the fee prescribed by section 94-109, the town clerk shall cause the same to be investigated. If after such investigation the town clerk is satisfied as to the truth of statements contained in the~~

~~application, and as to the form and language content of the proposed advertising matter, he may, in his discretion, issue a permit permitting the advertising and conduct of such sale for a period of not more than 30 consecutive days, Sundays and legal holidays included, following the issuance thereof; provided that, in addition, for a sale as defined in section 94-66, the applicant shall surrender all occupational licenses held for the business as a prerequisite to issuance of such license.~~

Sec. 94-~~103~~106. Not transferable.

A permit shall not be assignable or transferable, and no person shall assign or transfer or attempt to assign or transfer such permit.

Sec. 94-~~104~~107. Denial of permit.

The town clerk or designee shall not issue the permit provided for in this article if any one or more of the following facts or circumstances are found:

- (1) That the applicant was granted a permit for a sale within two years preceding the date of the filing of the application.
- (2) That the applicant has heretofore been convicted of violation of this article, ~~or article~~ or has had a permit issued to him or her pursuant to this article revoked within a five-year period immediately preceding the date of filing of the application.
- ~~(3) That the inventory includes goods purchased by the applicant, or added to the stock, in contemplation of such sale and for the purpose of selling the same at such sale. For the purpose of this subsection, any unusual addition to the stock of goods made within 60 days prior to the filing of such application shall be prima facie evidence that such addition was made in contemplation of such sale and for the purpose of selling the same at such sale.~~
- ~~(4) That the applicant in ticketing, pricing or marking of the goods to be offered for sale has misrepresented the retail price as listed in the inventory required under this article, or the value thereof, or the quality, kind or quantity of such goods, or the country of origin of such goods.~~
- ~~(5) That any lease or sublease held by the applicant was formerly held by a corporation of which the applicant was an officer, director or stockholder or by any member of the applicant's immediate family, who have been granted a permit under this article within two years preceding the date of the filing of the application.~~
- (36) That any representation made in the application is false.

Sec. 94-~~105~~108. Renewal.

The town clerk or designee may renew a permit for one period of time only, such period to be in addition to the 30 days permitted in the original permit and not to exceed 15 consecutive days, Sundays and legal holidays included, when he or she finds upon submission ~~to him~~ of an application ~~on forms provided~~, and payment of the fee hereafter provided for, that:

(1) ~~G~~oods ~~inventoried in the original application~~ have not been disposed of and that facts exist justifying permit renewal.

(2) ~~The applicant has submitted with the application a revised inventory showing the items listed on the original inventory that remain unsold and it shall appear that such application does not list goods not included in the original inventory. For the purpose of this subsection, any application for a permit that covers any goods previously inventoried as required by this article shall be deemed an application for renewal, whether presented by the original applicant or by any other person.~~

Sec. 94-~~106~~109. Fees.

The applicant for an original permit or a renewal, shall pay to the town ~~clerk an administrative processing fee in accordance with the fee schedule adopted by the town council by resolution~~ the sum adopted by resolution of the town council, as may be amended from time to time., ~~upon filing of each such application as a fee to defray the cost of investigating statements contained in such application, and no part of such fee shall be refundable.~~

Sec. 94-~~110~~. Permit suspension.

~~If for good cause shown it appears to the town clerk or designee that in any sale a violation has occurred, the town clerk or designee may, in his discretion, temporarily suspend any permit for a time not to exceed 24 hours for the purpose of investigation of such violation. If upon investigation the town clerk or designee finds no violation has occurred, the time period in which the sale was to be conducted under this article shall be extended by the period of time during which such suspension was in effect, but not to exceed a period of 24 hours.~~

Sec. 94-~~107~~111. Permit revocation, appeals.

The town manager or his designee shall have the authority to revoke a closing-out sales permit issued under this division upon violation of the terms of the permit. The permit shall be determined to be null and void and may be immediately terminated. If a closing-out sales permit is denied or revoked, any person aggrieved shall have the right to appeal to the town council. The appeal must be filed at least five days prior to the next available meeting of the town council subsequent to the notice of appeal. The town clerk or designee shall revoke any permit if he or she shall find that the permittee has knowingly:

- (1) Violated one or more provisions of this article.
- (2) Made any material misstatement in his [or her](#) application.
- ~~(3) Failed to include in the inventory required under this article all goods being advertised, sold or offered for sale on the permitted premises.~~
- ~~(4) Failed to revise the inventory daily or keep complete and detailed books and records of the sale.~~
- (35) Made or permitted to be made any false or misleading statements or representations in advertising the sale or goods or in displaying, ticketing, pricing or identifying goods offered for sale.
- (46) Refused to allow examination by the town clerk or his [or her](#) inspectors, of the goods offered for sale or of the books and records of the sale.

Sec. 94-~~108~~112. Display required.

Upon commencement and throughout the duration of any sale, the original permit or renewal shall be prominently posted, so as to be visible to the public, near the entrance to the premises where such sale is advertised or conducted; and no person shall advertise or cause to be advertised any copy or reproduction of such permit.

~~Sec. 94-113. Duplicate application and inventory to be kept on premises.~~

~~A duplicate of the original application and inventory or renewal application and inventory for a permit shall be kept on the permitted premises at all times during such sale and shall be available at all times to the town clerk or his inspectors, and the permittee shall permit the town clerk or his inspectors to examine all goods on the premises for comparison with such inventory.~~

~~Sec. 94-114. Records required; inspection.~~

~~At the close of each day's business, the permittee shall cause the inventory attached to such duplicate application to be revised by noting thereon items disposed of during the day. Complete and detailed books and records of the sale shall be kept by the permittee and shall be available at all times for inspection by the town clerk or his inspectors.~~

Sec. 94-~~109~~115. Additions to stock prohibited.

No permittee shall bring upon or cause to be brought upon the permitted premises goods not shown or otherwise accounted for in the application and inventory that have not been involved in any business failure, or that have not been derived from a business that has failed, been closed, discontinued or liquidated with intent to advertise, sell or offer for sale of such goods to the public. For the purpose of this section, advertisement, exposure for sale as part of the stock, or display of such goods to the public shall be prima facie evidence of intent to sell or offer for sale of such goods to the public.

Sec. 94-~~110~~~~116~~. Accuracy of advertising.

Advertising shall be descriptive of the nature of such sale, and no sale shall be advertised or conducted for a purpose other than stated in the application therefor, and the language contained therein shall be identical with the advertising language content set forth in the application.

Sec. 94-~~111~~~~117~~. Statement required in advertising.

No permittee shall indicate in any advertising, either directly or indirectly, that a sale is held with the approval of the town or any of its officers and employees. Such advertising shall contain a statement in the following words and no others:

"This sale held pursuant to Town Permit No. _____, granted the _____ day of _____, ~~1920~~_____."

Sec. 94-~~112~~~~118~~. Marking of distressed goods.

Where goods held for sale or offered for sale as defined under section 94-66 are commingled with goods that have not been involved in any business failure, or that have not been derived from a business that has failed, been closed, discontinued or liquidated, such goods shall be plainly marked or ticketed as distressed items; and no goods not distressed shall be so marked or ticketed.

Sec. 94-~~113~~~~119~~. Doing business beyond closing date.

No person shall conduct a business or a sale after a date has been fixed for the closing of a business or by advertising unless a renewal permit provided shall first have been obtained from the town ~~clerk's office~~, and no person granted such renewal shall conduct such business or sale beyond the closing date fixed in such renewal.

Sec. 94-114. Duties of permittee.

The permittee under this division shall comply with all provisions of this article, other laws and ordinances of the town, state and federal government, and all permit directions and conditions of the permit.

Sec. 94-115. Waiver of provisions.

The town council may in its discretion waive any requirements of this article.

Sec. 94-116. Penalties.

Persons found to be in violation of any provision of this chapter may be subject to penalties provided by law for the violation of municipal ordinances or, alternatively, may be subject to the jurisdiction of the code enforcement board. Nothing in this section shall prevent the town from seeking civil injunctive relief if deemed appropriate by the town in the circumstances.

Sec. 94-117. Possession.

The person heading or leading the sale shall carry the closing-out sales permit upon his or her person during the conduct of the sale and shall be present at the sale.

Section 5 –

Chapter 106, Streets, Sidewalks And Other Public Places is hereby amended at Article VII. Special Events On Public Property as follows:

ARTICLE VII. SPECIAL EVENTS ON PUBLIC PROPERTY

DIVISION 1. GENERALLY

Sec. 106-256. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Special event means any meeting, activity, walk/run, or gathering of a group of persons having a common purpose, design or goal, upon any public street, sidewalk, alley, park, beach or other public place or building, which special event substantially inhibits the usual flow of pedestrian or vehicular travel or which occupies any public area or building, which results in preempted use by the general public or which deviates from the established use. Nothing in this article shall preclude the use of such areas by the town for governmental purposes.

Sec. 106-257. Regulations relating to special event.

The following regulations shall apply to all special events held within the town:

- (1) There shall be held at the location requested no more than one special event per month, without priority for any particular date, to be granted to the first person to submit a completed application designating that day. The town reserves the right to limit use of public spaces at any time to prevent overuse and/or adverse impacts to adjacent neighborhoods.
- (2) The maximum total duration of each special event and the assembly thereof shall be five hours.
- (3) Any signs, props or displays used in conjunction with the special event must be removed immediately after the time permitted for the special event has expired.
- (4) The use of banners, flags (other than flags of official governmental bodies), streamers, balloons or any similar devices, in connection with the event, shall be prohibited.

- (5) The use of decorated vehicles and trailers in connection with the event is prohibited.
- (6) The granting of a special event permit under this article shall not require the complete blockading of streets or intersections to vehicular traffic, and the town shall be empowered to apportion such streets and intersections for simultaneous use by special event participants and vehicular and pedestrian traffic.
- (7) The concentration of persons and/or vehicles at the special event will not interfere unduly with proper fire and police protection of, or ambulance service to, areas contiguous to the assembly area or other areas of the town.
- (8) There are sufficient parking places near to the site of the special event to accommodate the approximate number of automobiles reasonably expected to be driven to the special event.
- (9) The event is not otherwise in violation of ordinances or regulations of the town or the state or of federal law.

Sec. 106-258. Penalties.

~~Any person determined to be in violation of the provisions of this article, not relating to revocation of the permit, shall be subject to section 1-14.~~ Persons found to be in violation of any provision of this chapter may be subject to penalties provided by law for the violation of municipal ordinances or, alternatively, may be subject to the jurisdiction of the code enforcement board. Nothing in this section shall prevent the town from seeking civil injunctive relief if deemed appropriate by the town in the circumstances. Any person, organization, corporation, agency, or entity that holds a special event on public property without having first obtained a valid permit shall be assessed a penalty, in accordance with the fee schedule adopted by the town council by resolution as may be amended from time to time.

Sec. 106-259. Permits nontransferable.

Permits issued under this article shall be nontransferable.

Sec. 106-260. Waiver of provisions.

The town council may in its discretion waive any requirements of this article.

Sec. 106-261. False information prohibited in application.

No person shall knowingly falsify or misrepresent any information or representations made in the permit application.

DIVISION 2. PERMIT

Sec. 106-281. Required.

No person shall engage in, participate in, aid, form or start any special event unless a special event permit shall have first been obtained from the town manager or his/her designee. No permit shall be required and none of the limitations above shall apply for special events officially sponsored by the town government and/or approved by the town council, nor shall the regulations set forth in this division 2 apply to such special events.

Sec. 106-282. Application.

- (a) Required. A person seeking issuance of a special event permit shall file an application with the town ~~clerk's office on forms provided by the town.~~
- (b) Filing. A completed application for a special event permit, providing all information required herein, shall be filed with the town ~~clerk's office.~~ If, while any application is pending, or during the term of any permit granted pursuant thereto, there is any change in fact, policy or method that would alter the information given in the application, the applicant shall notify the town in writing thereof within 24 hours after such change not less than 45 days (or a shorter period of time as deemed appropriate at the discretion of the town manager) and not more than nine months for residents and four months for non-residents before the date on which it is proposed to conduct the special event.
- (c) Applicant shall provide at its own cost and expense Comprehensive General Liability Insurance coverage with limits of liability not less than \$1,000,000 Each Occurrence/\$2,000,000 Aggregate. The Certificate of Insurance shall indicate an Occurrence Basis. The Town of Palm Beach shall be endorsed as an additional insured under the General Liability coverage. The applicant's General Liability coverage shall be primary and non-contributory.

All required insurance policies shall provide a waiver of subrogation and rights of recovery against the Town of Palm Beach, including its agents, officers, past and present employees, elected officials and representatives, the insurance policy in effect shall protect both parties and be primary and non-contributory for any and all losses covered by the above-described insurance. Insurers have no recourse against the Town of Palm Beach for payment or assessments in any form on any insurance policy.

The Town of Palm Beach reserves the right to require additional coverages and limits based upon the particular special event proposed by the applicant. If the special event applicant maintains higher limits than the minimums shown below, the Town requires and shall be entitled to coverage for the higher limits maintained by the applicant.

~~Contents. The application for a special event permit shall set forth the following information:~~

- ~~(1) — The name, address and telephone number of the person seeking to conduct such a special event.~~
 - ~~(2) — The purpose of the special event.~~
 - ~~(3) — If the special event is proposed to be conducted for, on behalf of, or by an organization, the name, address and telephone number of the headquarters of the organization, and of the authorized and responsible heads of such organization.~~
 - ~~(4) — The date on which the special event is to be conducted.~~
 - ~~(5) — The exact hours the special event is to be conducted.~~
 - ~~(6) — The name or type of event.~~
 - ~~(7) — The exact location of the event.~~
 - ~~(8) — The approximate number of participants and spectators.~~
 - ~~(9) — A detailed description of the activity or activities, including whether or not the event requires support facilities such as traffic control, parking volume, crowd control.~~
 - ~~(10) — The name of the applicant's insurance company for the event and proof of insurance. The town shall be named as additional insured on a policy of liability insurance in an amount not less than \$1,000,000.00. The Town of Palm Beach reserves the right to require additional coverages and limits based upon the particular special event proposed by the applicant. If the special event applicant maintains higher limits than the minimums shown below, the town requires and shall be entitled to coverage for the higher limits maintained by the applicant.~~
 - ~~(11) — The signature of the applicant.~~
 - ~~(12) — The name, address and telephone number of the person who will be responsible for the conduct of the special event (i.e., special event chair).~~
 - ~~(13) — Provisions for cleanup after conclusion of the special event. The applicant shall be responsible for costs of complete and immediate cleanup.~~
- (d) **Fees.** Before a permit is issued pursuant to this article, there shall be paid to the town an administrative processing fee, and any other related special event fees, in accordance with the fee schedule adopted by the town council by resolution as may be amended from time to time. The following fees in accordance with the fee schedule adopted by the town council by resolution as may be amended from time to time:

- a. ~~An administrative processing fee;~~
- b. ~~A refundable damage deposit, if applicable;~~
- c. ~~A usage fee prepaid for the hours requested to hold the proposed special event, if applicable.~~

Sec. 106-283. Standards for issuance.

The town ~~manager~~ shall issue a special event permit, when from consideration of the application and from such other information as may otherwise be obtained, ~~he/she finds that:~~

- (1) No other applicant has obtained a permit for the date requested.
- (2) The special event applicant has agreed in writing to abide by all provisions set forth in this article.
- (3) All required information is set forth in the application and is in accordance with all provisions set forth in this article.
- (4) The concentration of persons and vehicles at assembly points of the special event will not interfere with the proper fire and police protection of or ambulance services to areas contiguous to such assembly areas.
- (5) The conduct of such special event will not interfere with the movement of police and fire rescue vehicles and equipment en route to a fire or the movement of emergency medical services equipment en route to an emergency.
- (6) The special event is not being held for the purpose of advertising any product, goods or event, and shall not be held for private profit or fund raising, unless the applicant is a 501(c)3 non-profit, in which a charitable solicitation permit would also be required.
- (7) The conduct of the special event will not substantially interrupt the safe and orderly movement of pedestrian or vehicular traffic contiguous to the place of the special event.
- (8) The conduct of the special event will not result in damage to town-owned property or constitute a hazard to the safety of other persons within the immediate vicinity of the event.
- (9) No event is scheduled elsewhere in the town where the town's resources required for that event are so great that the deployment of resources for the proposed assembly would have an immediate and adverse effect upon the welfare and safety of persons and property.

- (10) An original certificate of insurance was supplied to the town naming the town as an additional insured on a policy of liability insurance in an amount not less than \$1,000,000.00 or an amount higher based upon the particular special event proposed.

Applications for the use of Phipps Plaza Park, Memorial Park and Lake Drive Park shall not be accepted, as special event permits shall not be issued for the use of these properties for non-governmental events.

Applications for special events that involve leaving the primary event location (public or private properties) to utilize public sidewalks, streets and/or bike paths shall receive town council approval prior to the issuance of a special event permit ~~and shall be subject to section 106-288.1.~~

~~Sec. 106-284. Notice of approval or denial.~~

~~The town manager or designee shall act upon an application for a special event permit within 20 days after the filing thereof and must notify the applicant of the approval or denial of the application within that same period. If the town manager or designee denies an application, a written notice stating the reasons for denial shall be sent to the applicant by certified mail and made available by the town for inspection within the 20-day period specified above.~~

~~Sec. 106-284285. Appeal procedure.~~

~~The town manager or his designee shall have the authority to revoke a special event permit issued under this division upon violation of the terms of the permit. The permit shall be determined to be null and void and may be immediately terminated. If a special event permit is denied or revoked, any person aggrieved shall have the right to appeal to the town council. The appeal must be filed at least five days prior to the next available meeting of the town council subsequent to the notice of appeal. Any person aggrieved shall have the right to appeal the denial of a special event permit to the town council. The appeal shall be submitted in writing within five days of notice of denial. If an appeal to the town council is made, the town council shall act upon such appeal at the next regular monthly meeting of the town council subsequent to the notice of appeal.~~

~~Sec. 106-285286. Duties of permittee.~~

The permittee under this division shall comply with all provisions of this article, other laws and ordinances of the town, state and federal government, and all permit directions and conditions of the permit.

~~Sec. 106-286287. Possession.~~

The special event chair or other person heading or leading such special event shall carry the special event permit upon his or her person during the conduct of the special event and shall be present at the special event.

~~Sec. 106-288. Revocation.~~

~~The town manager or his designee shall have the authority to revoke a special event permit issued under this division upon violation of the provisions applicable to special event permittees. If a special event is held in violation of the terms of the permit, the permit shall be determined to be null and void and may be immediately terminated. The revocation of a permit may be appealed in the same manner and under the same time limitations as a permit denial.~~

Sec. 106-~~287~~288.1. Walks and runs.

Applications for activities or events that involve leaving the primary event location on public or private properties that will utilize public sidewalks, streets and/or bike paths, and other right-of-way areas for the purpose of organized walks or runs of any distance, shall receive town council approval prior to the issuance of a special event permit.

The following procedure and criteria for approving a walk/run event shall be as follows:

- (a) Applications for walk/run events shall be submitted as required in section 106-282.
- (b) The town manager or ~~his/her~~ designee will submit a staff report, the special event application and supporting documentation to the town council for its consideration and final approval.
- (c) Approval of a walk/run event application shall be subject to the following requirements:
 - (1) Adequacy of the location of the start and finish line as well as the walk/run route, relative to public safety and impact to the residents; and
 - (2) The date(s) and start time(s) of the event, and/or whether it will conflict with a ~~town-sponsored~~town-sponsored event or another event in close proximity of the proposed ~~event, and~~event and will not adversely impact adjacent residential areas.
 - (3) The maximum number of events held in the requested route area is no more than three per ~~year~~ calendar year and no more than one event every other month.
 - (4) The maximum number of persons permitted by the town to participate in a walk/run event (including but not limited to spectators, vendors, volunteers, and staff) is 400.
 - (5) Set-up prior to council approved walk/run event shall not begin prior to 8:00 a.m. without council approval.
 - (6) No amplified music or speaking shall be permitted prior to 9:00 a.m. without council approval.

- (7) No walk/run events shall be held on a Sunday.

Sec. 106-288. Religious Holiday Symbol Permits.

Bradley Park is designated as the location for the erection and display of unattended symbols relating to religious holidays during that period of the year beginning the day after Thanksgiving and ending on January 10 of the ensuing year.

A display of unattended symbols relating to religious holidays permit application shall be filed with the town ~~clerk's office no less than 60 days, and no more than 120 days, prior to the date upon which the display is to be erected. The application fee is \$150. If, while any application is pending, or during the term of any permit granted pursuant thereto, there is any change in fact, policy or method that would alter the information given in the application, the applicant shall notify the town in writing thereof within 24 hours after such change. Before a permit is issued pursuant to this resolution, there shall be paid to the town an administrative processing fee, in accordance with the fee schedule adopted by the town council by resolution as may be amended from time to time.~~

The Public Works Director / Designee shall establish that the display does not present a public safety hazard, that the display will remain in place for a period of time of 15 consecutive days or less, and that it will not interfere with the use of the park for other park purposes.

Any display not removed upon the date indicated for removal on the permit may be removed by the town, and the cost for removal billed to the individual and/or organization designated as the responsible party for the display.

The town manager or his designee shall have the authority to revoke a religious holiday symbol permit issued under this division upon violation of the terms of the permit. The permit shall be determined to be null and void and may be immediately terminated. If a religious holiday symbol permit is denied or revoked, any person aggrieved shall have the right to appeal to the town council. The appeal must be filed at least five days prior to the next available meeting of the town council subsequent to the notice of appeal.

Section 6 – 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 7 – Repeal Of Ordinances Or Parts 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 8 – Effective Date.

This Ordinance shall take effect immediately upon its passage and approval, as provided by law.

PASSED AND ADOPTED in a regular, adjourned session of the Town Council of the Town of Palm Beach on first reading this 12th day of September, 2023 and for second and final reading on this 10th day of October, 2023.

Danielle H. Moore, Mayor

Margaret A. Zeidman, Town Council President

Bobbie D. Lindsay, Council President Pro Tem

Julie Araskog, Town Council Member

ATTEST:

Edward A. Cooney, Town Council Member

Kelly Churney, Acting Town Clerk

Lewis S.W. Crampton, Town Council Member