



TENTATIVE:
SUBJECT TO
REVISION

TOWN OF PALM BEACH

Town Manager's Office

TOWN COUNCIL MEETING

TOWN HALL
COUNCIL CHAMBERS-SECOND FLOOR
360 SOUTH COUNTY ROAD

AGENDA

AUGUST 11, 2015

9:30 AM

Welcome!

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

I. CALL TO ORDER AND ROLL CALL

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

II. INVOCATION AND PLEDGE OF ALLEGIANCE

III. PRESENTATIONS

- A. Flagler Memorial Bridge Update
Geoffery Parker, New Millennium Engineering
- B. Update on Royal Poinciana Playhouse
Pamela Stark Thomas, Executive Director, National Arts Insititute
- C. Code Enforcement Board Presentations by Applicants
Kirk W. Blouin, Director of Public Safety

IV. COMMENTS OF MAYOR GAIL L. CONIGLIO

V. COMMENTS OF TOWN COUNCIL MEMBERS AND TOWN MANAGER

VI. COMMUNICATIONS FROM CITIZENS - 3 MINUTE LIMIT PLEASE

VII. APPROVAL OF AGENDA

VIII. CONSENT AGENDA

A. MINUTES

1. MINUTES: JULY 14, 2015 Page 12
Approval of the Minutes of the Regular Town Council Meeting
Susan A. Owens, MMC, Town Clerk
2. MINUTES: JULY 15, 2015 Page 26
Approval of the Minutes of the Regular Town Council Meeting
Susan A. Owens, MMC, Town Clerk
3. MINUTES: JULY 16, 2015 Page 44
Approval of the Minutes of the Special Town Council Meeting
Susan A. Owens, MMC, Town Clerk
4. Approval of Major Matters Considered by the Architectural Commission at its Meeting of July 22, 2015 Page 53
John S. Page, Director of Planning, Zoning and Building

B. RESOLUTIONS

1. RESOLUTION NO. 96-2015 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Awarding RFP No. 2015-38, Third Party Administration Services, Pursuant to Selection Committee Recommendations; Approving a Third Party Administration Services Agreement With Preferred Governmental Claim Solution "PGCS" in the Amount of \$26,400, Subject to Fiscal Year 2016 Budget Approval; and Authorizing the Town Manager to Execute the Third Party Administration Services Agreement With PGCS on Behalf of the Town. Jay Boodheshwar, Deputy Town Manager Page 76
2. RESOLUTION NO. 98-2015 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Awarding RFP No. 2015-33 to Nowlen, Holt & Miner, P.A. for Audit Services and Authorizing the Town Manager to Execute an Agreement on Behalf of the Town. Jane Struder, Director of Finance Page 91
3. RESOLUTION NO. 101-2015 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Awarding RFP No. 2015-41, Security Guard Services, Pursuant To Selection Committee Recommendations; Approving Issuance of a Purchase Order To Regions Security Services, Inc. in the Amount of \$74,965.80 for Fiscal Year 2016; and Establishing a Project Budget of \$82,500 for Said Services; Authorizing the Town Manager to Take Such Further Actions Necessary to Effectuate Provisions for Said Services. Beth Zickar, Director of Recreation Page 96
4. RESOLUTION NO. 103-2015 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Awarding a Contract Between the Town of Palm Beach and Applied Business Services D/B/A Security Collection Agency to Provide Billing Account Collections for Emergency Medical Services and Other Accounts Receivable and Authorizing the Town Manager to Execute the Same on Behalf of the Pge 101

5. RESOLUTION NO. 106-2015 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving an Increase to the Guaranteed Maximum Price for the D-4 and D-10 Pump Station Improvement Project Increasing the Construction Phase Budget by \$150,000 for this Project, and Establishing a New Total Construction Phase Budget of \$6,132,800.69.

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

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6. RESOLUTION NO. 108-2015 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving a Purchase Order for Construction Phase Engineering Services for the North Lake Way Drainage Maintenance Project to Mock Roos and Associates, Inc., in the Amount of \$8,000, and Establishing a Construction Phase Engineering Services Budget of \$11,000.

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

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7. RESOLUTION NO. 109-2015 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Awarding Bid No. 2015-47 and Approving a Construction Contract to Johnson-Davis, Inc. for the North Lake Way Drainage Maintenance Project in the Amount of \$104,750, and Establishing a Construction Phase Budget of \$120,000.

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

8. RESOLUTION NO. 117-2015 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Declaring the Town's Official Intent to Seek Reimbursement for Certain Expenditures Made or to be Made with Respect to the Burying of Certain Utility Cables Throughout the Town of Palm Beach, Florida and Related Capital Expenditures from the Proceeds of Bonds and Providing for an Effective Date.

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Jane Struder, Director of Finance

9. RESOLUTION NO. 119-2015 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Rescinding Resolution No. 71-2015, and Awarding Bid No. 2015-25 for Street Light and Sign Post Painting to Roof Painting by Hartzell, and Approving a Purchase Order in an Amount of \$39,825, and Establishing a Budget of \$100,646.

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

10. RESOLUTION NO. 120-2015 A Resolution of The Town Council of The Town Of Palm Beach, Palm Beach County, Florida, Approving A Purchase Order In The Amount of \$38,550 To Calvin, Giordano & Associates, Inc., For Planning Services To Update The Town of Palm Beach Comprehensive Plan And Establishing A Project Budget Of \$42,500.

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

C. OTHER

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

Page 250

Danielle Olson, Director of Human Resources

Page 252

2. Amend Selection Committee for Construction Management at Risk Services Request for Qualifications to Reflect the Change of the Public Works Committee Chairperson

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

3. Approval of Allocation of Federal Fiscal Year (FFY) 2015 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - JAG Countywide - State Solicitation

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Kirk W. Blouin, Director of Public Safety

IX. COMMITTEE REPORTS

Page 263

- A. Report of the Ordinances, Rules, & Standards Committee Meeting of July 16, 2015

Penelope D. Townsend, Chair

X. PUBLIC HEARINGS

Page 268

- A. RESOLUTION NO. 99-2015 A Resolution of The Town Council of The Town of Palm Beach, Palm Beach County, Florida, Authorizing Ad Valorem Tax Exemptions For **350 Worth Avenue, The Everglades Club**, (Kitchen Renovation, Phase II) And Stating That The Subject Property Meets The Criteria Set Forth In Chapter 54, Article V of The Code of Ordinances of The Town of Palm Beach, Relating To Landmarks Preservation And Titled "Tax Exemptions."

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

- B. RESOLUTION NO. 100-2015 A Resolution of The Town Council of The Town of Palm Beach, Palm Beach County, Florida, Authorizing Ad Valorem Tax Exemptions For **One South County Road, The Breakers Hotel**, And Stating That The Subject Property Meets The Criteria Set Forth In Chapter 54, Article V of The Code of Ordinances of The Town of Palm Beach, Relating To Landmarks Preservation And Titled "Tax Exemptions."

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

- C. RESOLUTION NO. 110-2015 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Vacating and Abandoning an Existing Public Utility Easement Within the Property Commonly Known as **14 Golfview Road**, in The Town of Palm Beach, Florida.

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

XI. REGULAR AGENDA

A. Old Business

1. Town Hall Square Historic District Project

Page 305

a. RESOLUTION NO. 69-2015 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving a Dedication to the Public of a Parcel of Land to be Used for Public Park Purposes Consistent with and to be Incorporated as Part of Memorial Park; Providing an Effective Date.

Deferred from the June 9, 2015, Town Council Meeting

John C. Randolph, Town Attorney

b. RESOLUTION NO. 102-2015 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving a Special Legislative Appropriation Grant Agreement Between the State of Florida and the Town of Palm Beach in the Amount of \$350,000 for the Restoration of Memorial Park/Addison Mizner's Plaza - Phase 2 (A); and Authorizing the Town Manager to Execute Said Agreement on Behalf of the Town.

Jay Boodheshwar, Deputy Town Manager

c. RESOLUTION NO. 107-2015 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving Purchase Order(s) for Final Design/Permitting and Construction Phase Engineering Services for the Town Hall Square Phase II to Kimley-Horn and Associates, Inc., in an Amount Not to Exceed \$300,226, and Establishing an Engineering Services Budget of \$335,000.

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

d. RESOLUTION NO. 118-2015 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Authorizing a Change Order and Increasing Purchase Order No. 150660 for the Purchase of Trees for the Town Hall Square Project Phase II-A, in the Amount of \$97,000 and Increasing the Construction Phase Budget By \$106,700 for this Project.

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

2. FY2016 Budget Update

Page 358

a. Update on Budget Cuts and New Proposed Millage Rate

Thomas G. Bradford, Town Manager

b. RESOLUTION NO. 104-2015 A Resolution of the Town Council of the Town Of Palm Beach, Palm Beach County, Florida, Amending the Emergency Medical Transport Fee Schedule, Providing An Effective Date.

Kirk W. Blouin, Director of Public Safety

c. RESOLUTION NO. 116-2015 A Resolution of the Town Council of the Town Of Palm Beach, Palm Beach County, Florida, Adopting Recreation Enterprise Fund Maintenance And Improvement Reserves; Providing An Effective Date.

3. 2016 Election Update

Page 372

a. Manual Ballot Tabulation Process

b. General Information

Susan A. Owens, MMC, Town Clerk

B. New Business

1. Federal Emergency Management Agency (FEMA) Map Changes and Attendant Elevating Requirements

Page 376

2. Real Estate Matters Page 408
- a. Request to Authorize Negotiation for Potential Purchase of Real Property
- b. Report on Values of Off-Island Real Estate
Jay Boodheshwar, Deputy Town Manager
3. RESOLUTION NO. 97-2015 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Awarding a Piggyback Contract to Parkmobile USA, Inc. for the Provision of Pay by Phone Parking Services, Under the Same Terms and Conditions of the Agreement Dated February 1, 2014, Between Parkmobile USA, Inc. and the City of Miami Beach, Florida; and Authorizing the Town Manager to Execute said Agreement on Behalf of the Town. Page 505
Jay Boodheshwar, Deputy Town Manager
4. Coastal Update Page 545
- a. Shoreline Condition Update
- b. RESOLUTION NO. 111-2015 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Authorizing the Mayor to Execute a First Amendment to an Interlocal Agreement R2009-1523 with Palm Beach County for Cost-Sharing of the Phipps Ocean Park/Reach 7 Beach Nourishment Project in the Amount of \$2,432,228.
- c. RESOLUTION NO. 115-2015 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving a Purchase Order for Additional Engineering and Modeling Services in Support of the Reach 8 Environmental Impact Statement to Coastal Planning & Engineering, Inc., a Chicago Bridge & Iron Company, in the Amount of \$175,275, and Establishing an Engineering and Modeling Services Budget of \$193,000.
H. Paul Brazil, P.E., Director of Public Works
5. Appointments to the Code Enforcement Board Page 567
Kirk W. Blouin, Director of Public Safety

XII. DEVELOPMENT REVIEWS

A. Time Extensions and Waivers

1. 105 Clarendon Avenue Page 573
Construction Completion Window: Time Extension
John S. Page, Director of Planning, Zoning and Building

B. Variances, Special Exceptions, and Site Plan Reviews

1. Old Business Page 585
- a. SITE PLAN REVIEW #13-2014 WITH SPECIAL EXCEPTIONS AND VARIANCE (MODIFIED) 221 & 231 ROYAL POINCIANA

WAY, SUNSET AVENUE, 214 & 216 SUNSET AVENUE. Project approved May 13, 2015 and June 10, 2015 with condition of approval to enter into a Construction Management Agreement. Construction Management Agreement deferred from the June 10, 2015 Town Council Meeting. Staff recommends deferral to the August 11, 2015 Town Council Meeting. [Attorney: Francis X. J. Lynch]

Deferred from the June 10, 2015 and July 15, 2015 Town Council Meetings

Request for Deferral to the October 14, 2015, Town Council Meeting Per Letter Dated July 31, 2015, from Francis X.J. Lynch.

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

- b. **VARIANCE #17-2015** The application of Susan Bodnar Malloy (Contract Purchaser); relative to property commonly known as **201 Bahama Lane**, described as lengthy legal description on file; located in the R-B Zoning District. The Applicant is requesting a variance to construct a 8 foot x 38 foot swimming pool in the east side of the residence with a 12 foot street side yard setback in lieu of the 15 foot minimum setback required. [Attorney: Maura Ziska, Esq.]
Deferred from the June 10, 2015, and July 15, 2015 Town Council Meetings

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

2. **New Business**

- a. **SITE PLAN REVIEW #3-2015 WITH VARIANCES** The application of Rick Hallett, Manager of the Australian; relative to property commonly known as **429 Australian Ave.**, described as lengthy legal description on file; located in the R-C Zoning District. The Applicant is requesting a Site Plan Review to allow the construction of a 2,160 sq. ft. carport/awning to provide covered parking for 12 parking spaces on the north side of the existing parking lot. The following variances are being requested to construct the awning: to allow lot coverage to be 38.1% in lieu of the 31.5% existing and the 30% maximum allowed, and, for a rear yard setback of 5 ft. in lieu of the 30 ft. minimum required for a multi-family building in the R-C Zoning District. [Attorney: Maura Ziska, Esq.]
[Architectural Commission Recommendation: Implementation of the variances will not cause negative architectural impacts to the subject property. Carried 7-0]

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

- b. **SPECIAL EXCEPTION #20-2015 WITH SITE PLAN REVIEW AND VARIANCE** The application of 8 Golfview, LLC as Contract Purchaser (Maura Ziska, Authorized Agent); relative to property commonly known as **8 Golfview Rd.**, described as lengthy legal description on file; located in the R-A Zoning Districts. The Applicant is requesting a Special Exception with Site Plan Review to allow the construction of a 8,706 sq. ft. two-story, single family residence on a non-conforming lot which is 140 ft. in depth in lieu of the 150 ft. minimum required and 19,500 sq. ft. in area in lieu of the 20,000 sq. ft. minimum required in the R-A Zoning District. A Variance is requested to have a building height plane setback ranging from 34.2

ft. to 55.85 ft. in lieu of the 46.1 ft. to 67.75 ft. minimum setback required. [Attorney: Maura Ziska, Esq.]
[Architectural Commission Recommendation: Implementation of the variance will not cause negative architectural impacts to the subject property. Carried 7-0]

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

- c. **SPECIAL EXCEPTION #21-2015 WITH SITE PLAN REVIEW** The application of 318 Caribbean Road Holdings, LLC; relative to property commonly known as **318 Caribbean Rd.**, described as lengthy legal description on file; located in the R-A Zoning District. The Applicant is requesting a Special Exception with Site Plan Review to construct a two story 8,660 sq. ft. single-family dwelling, a 1,498 sq. ft. two-story guest house, and a 746 sq. ft. gate house on an existing vacant non-conforming lot. The lot consists of portions of three platted lots. [Attorney: John T. Metzger, Esq.]

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

- d. **SPECIAL EXCEPTION #22-2015 WITH SITE PLAN REVIEW** The application of Everglades Club; relative to property commonly known as **500 South County Rd.**, described as Lengthy legal description; located in the C-WA Zoning District. The Applicant is requesting Special Exception Approval with Site Plan Review to modify the existing Everglades Club golf course as follows: add a 15 foot by 25 foot teeing ground to the 2nd tee that will be slightly east of the existing tee box; add a 15 ft. by 25 ft. teeing ground to the 12th tee that will be slightly west of the existing tee box; add a 15 ft. by 25 ft. teeing ground to the 17th tee that will be slightly east of the existing tee box. [Attorney: Maura Ziska, Esq.]

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

- e. **SPECIAL EXCEPTION #23-2015 WITH SITE PLAN REVIEW** The application of Harvey E. Oyer, Esq., on behalf of Wells Fargo; relative to property commonly known as **239, 251 & 255 So. County Rd. & 151 Royal Palm Way**, described as lengthy legal description on file; located in the CT-S, C-B & R-B Zoning Districts. The subject property consists of three (3) buildings. The request seeks approval of a Special Exception with Site Plan Review to modify the existing site by renovating, demolishing and reconstruction of portions of the Wells Fargo office building, drive through building and associated parking lot. The applicant operates a financial institution and professional offices with the C-TS, C-B and R-B Zoning Districts. The existing two (2) bank buildings are approximately 63,807 square feet (100%) of space on 3 floors consisting of financial services and professional business offices, wealth management, private banking and support space. The existing drive through building is 400 square feet and has 4 existing drive thru lanes. The applicant proposes to demolish 20,295 square feet (31% reduction) of a portion of the existing non-conforming Wells Fargo building on the eastern side of the building and will replace that portion of the building with 18,318 square foot (29% addition) of new construction. This will result in a net loss of 1,977 square feet and a reduction of approximately .05% of gross leasable area. The applicant is proposing to relocate

existing pedestrian ATM to the western most portion of the existing drive-thru lane which will become a drive-up ATM. The applicant is proposing to renovate the existing parking lot to the east of the Wells Fargo bank building for an enhanced storm water collection system. A detailed application and plans are on file for review. [Attorney: Harvey E. Oyer, III, Esq.]

[Landmarks Preservation Commission Recommendation: Implementation of the proposed Special Exceptions with Site Plan Reviews will not cause negative architectural impacts to the subject landmarked property. Carried 5-0]

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

- f. **VARIANCE #20-2015** The application of Lisa A. Konrad; relative to property commonly known as **242 Via Linda**, described as lengthy legal description on file; located in the R-B Zoning District. The Applicant is requesting a Variance to allow a 386 sq. ft. one-story cabana addition to have a side yard setback of 10 ft. in lieu of 12.5 ft. minimum required. [Attorney: Peter Broberg, Esq.]

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

- g. **VARIANCE #21-2015** The application of Neil and Ann Corkery; relative to property commonly known as **120 Chilean Ave.**, described as lengthy legal description on file; located in the R-B Zoning District. The Applicant is requesting a Variance to construct a 10 ft. x 15 ft. swimming pool on the east side of the residence that would have a 8.25 ft. east side yard setback in lieu of the 10 ft. minimum setback required. [Attorney: Maura Ziska, Esq.]

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

3. **Other**

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- a. Sixt Rent A Car, 340 Royal Poinciana Way, Suite 324, Town-Serving Confirmation, Special Exception No. 19-2013

Deferred from the July 15, 2015, Town Council Meeting

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

XIII. ORDINANCES

A. Second Reading

Page 602

1. **ORDINANCE NO. 19-2015** An Ordinance of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Authorizing the Use of Paper Ballots Designed to be Manually Counted for the February 2, 2016, General Election and, if Necessary, the February 16, 2016, Run-Off Election; Providing for Severability; Providing for Repeal of Ordinances in Conflict; and Providing an Effective Date.

Susan A. Owens, MMC, Town Clerk

B. First Reading

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1. **ORDINANCE NO. 20-2015** An Ordinance of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Amending the Town Code of Ordinances at Chapter 78, Peddlers and Solicitors; Article III, Charitable Solicitations; Section 78-77, Definitions, so as to Exempt Certain Collections from the Definition of Solicit and Solicitation;

Amending Section 78-106, Permit Form, Duration, so as to Provide That the Limitations on Number of Events Shall not Apply to Businesses Raising Funds for Charity through Percentage of Sales; Including a New Section 78-113, Entitled Penalties; Providing for Severability; Providing for Repeal of Ordinances in Conflict; Providing for Codification; Providing an Effective Date.

Susan A. Owens, MMC, Town Clerk

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2. ORDINANCE NO. 21-2015 An Ordinance of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Amending the Town Code of Ordinances at Chapter 106, Streets, Sidewalks and Other Public Places; at Article V, Sidewalks; Adding a New Section 106-160, Maintenance of Parkway Strips; Providing for Severability; Providing for Repeal of Ordinances in Conflict; Providing for Codification; Providing an Effective Date.

Kirk Blouin, Director of Public Safety

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3. ORDINANCE NO. 22-2015 An Ordinance of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Amending the Town Code of Ordinances at Chapter 118, Traffic and Vehicles; at Article I, in General; at Section 118-1, Definitions, Providing a Definition of Compact Car; Providing for Severability; Providing for Repeal of Ordinances in Conflict; Providing for Codification; Providing an Effective Date.

Kirk Blouin, Director of Public Safety

Page 622

4. ORDINANCE NO. 23-2015: An Ordinance of the Town Council of the Town Of Palm Beach, Palm Beach County, Florida, Amending the Town Code of Ordinances at Chapter 2, Administration; Article V, Code Enforcement; Division 3, Procedure; Section 2- 439, Citation Fine Schedule, so as to Correct References to Chapter 18, Buildings and Building Regulations, in the Manner and Form Attached on Exhibit A; Providing for Severability; Providing for Repeal of Ordinances in Conflict; Providing for Codification; Providing an Effective Date.

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

XIV. ANY OTHER MATTERS

XV. ADJOURNMENT

PLEASE TAKE NOTE:

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

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

Note 3: If a person decides to appeal any decision made by this Council with respect to

any matter considered at this meeting or hearing, he/she will need a record of the proceedings. For such purpose, he/she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

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

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

Note 6: All back-up material for the items listed on the agenda are posted to the Town's website and emailed to all Stay Informed subscribers on the Friday before the Town Council meeting. To access the back-up materials and/or subscribe to the Stay Informed list, please visit the Town's website (townofpalmbeach.com).

PROCEDURES FOR PUBLIC PARTICIPATION

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

PUBLIC HEARINGS:

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

COMMUNICATIONS FROM CITIZENS:

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

OTHER AGENDA ITEMS:

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

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

TOWN OF PALM BEACH

Town Council Meeting on: August 11, 2015

Section of Agenda

Minutes

Agenda Title

MINUTES: JULY 14, 2015

Approval of the Minutes of the Regular Town Council Meeting

Presenter

Susan A. Owens, MMC, Town Clerk

Supporting Documents

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

**MINUTES OF THE REGULAR TOWN COUNCIL MEETING
HELD ON TUESDAY, JULY 14, 2015**

I. CALL TO ORDER AND ROLL CALL

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

II. INVOCATION AND PLEDGE OF ALLEGIANCE

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

III. RECOGNITIONS

- A. Recognition of Robert Garvy, Retirement Board of Trustees, From April 2013 Through May 2015

Mayor Coniglio recognized Robert Garvy for his service.

IV. PRESENTATIONS

- A. Legislative Session Update
The Honorable Jeff Clemens, Florida Senate, District 27

Senator Clemens provided an update on the Legislative Session, spoke regarding the State budget and moving beach protection forward in the next Session, and provided his phone number, (561) 540-1140, to any interested parties.

- B. Presentations by Applicants for Retirement Board

The following applicants provided presentations to the Town Council:

J. Patterson Cooper

Martin Gruss

Bradford D. Kauffman (represented by Joseph Coates)

V. **COMMENTS OF MAYOR GAIL L. CONIGLIO**

Mayor Coniglio spoke regarding Palm Beach's foundations, gentility, traditions, overregulation, working together, Polite Buddies, inconsistent and unfriendly parking enforcement actions, refreshing the old Public Works site, property values, the budget hearings, dredging opportunities, and being good neighbors. She also thanked the current employees and wished retiring employees the best of luck.

VI. **COMMENTS OF TOWN COUNCIL MEMBERS AND TOWN MANAGER**

Council President Pucillo and Council Member Wildrick spoke regarding the sale and purchase of property in West Palm Beach.

Town Manager Bradford introduced the new Recreation Director, Beth Zickar, and thanked Rod Gardiner for his service as Interim Recreation Director. He also announced that the Town Council will be meeting in Executive Session at the conclusion of this meeting to discuss Union negotiations.

VII. **COMMUNICATIONS FROM CITIZENS - 3 MINUTE LIMIT PLEASE**

Allen Kessler, owner of Truffies, spoke regarding utilities, particularly service disruptions with Comcast and utilities undergrounding.

Discussion ensued regarding what the Town can do regarding the Comcast service disruptions.

Director of Public Works Brazil was directed to follow up on the options available to the Town to address the Comcast service disruption issues, including any potential undergrounding opportunities.

Andrew Roddy, 231 Kenlyn Rd., spoke regarding Comcast, setting up a municipal internet service, supporting Palm Beach business by adding some flexibility into the Town Code, and drones.

Thomas Tomas, 240 Phipps Plaza, spoke regarding the commercial sign code.

Discussion ensued regarding Code Enforcement, those serving on Town boards, and continuing to review the Town Code for necessary changes.

VIII. **APPROVAL OF AGENDA**

Discussion ensued regarding the paint alternatives referenced in Resolution No. 86-2015.

The following changes were made to the agenda:

AMENDED: Item No. IX.A.1., June 9, 2015, Town Council Meeting Minutes, was

amended as follows:

- Page 10, line 8 – “...stockpiling the sand ~~mined~~ dredged by...”
- Page 13, lines 6-7 – “...to direct Staff, as part of the Town’s commitment to completing the EIS, to continue...”

AMENDED: Item No. IX.A.3., Approval of Architectural Commission Minutes, was amended as follows:

- Page 9, first paragraph – “...~~Garden Avenue~~ 304 Garden Road...”

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

IX. CONSENT AGENDA

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

A. MINUTES

1. MINUTES: JUNE 9, 2015
Approval of the Minutes of the Regular Town Council Meeting
*Susan A. Owens, Town Clerk – **Item Amended Above***
2. MINUTES: JUNE 10, 2015
Approval of the Minutes of the Regular Town Council Meeting
Susan A. Owens, Town Clerk
3. Approval of Major Matters Considered by the Architectural Commission at its Meeting of June 24, 2015
*John S. Page, Director of Planning, Zoning, and Building – **Item Amended Above***

B. RESOLUTIONS

1. RESOLUTION NO. 85-2015 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Awarding Bid No. 2015-34 and Approving a Purchase Order to Koldaire, Inc., in the Amount of \$33,349 for Town-Wide Air Conditioning Replacements and Establishing a Project Budget of \$119,362.
H. Paul Brazil, P.E., Director of Public Works
2. RESOLUTION NO. 86-2015 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Awarding Bid No. 2015-28 and Approving a Purchase Order to Sheerson Painting, Inc., in

the Amount of \$38,760 for Exterior Painting of the Police Department Building and Establishing a Project Budget of \$44,575.

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

3. RESOLUTION NO. 87-2015 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Awarding Bid No. 2015-40 and Approving a Construction Contract to Gomez and Son Fence Corp., for the Phipps Ocean Park Tennis Center Fence Replacement, in the Amount of \$104,400 and Establishing a Construction Phase Budget of \$115,000.

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

4. RESOLUTION NO. 92-2015 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Awarding the Sole Source Procurement and Approving a Purchase Order to Stryker Inc., in the Amount of \$55,120 for the Purchase of Four (4) Stryker Power Pro Ambulance Cots for the Palm Beach Fire Rescue Department and Establishing an Annual Budget of \$60,632.

Kirk W. Blouin, Director of Public Safety

C. OTHER

1. Items Requested for the Ordinances, Rules, and Standards Committee to Study

- a. Regulation of Hammocks in Parks and Public Areas
- b. Regulation of Drones
- c. Regulation of Parkway Strip Maintenance
- d. Development of Exterior Lighting Standards

Jay Boodheshwar, Deputy Town Manager

2. Approval of Appointments to Building Board of Adjustments and Appeals

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

3. Authorization of Selection Committee for Pavement Management Consulting Services

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

X. PUBLIC HEARINGS

- A. RESOLUTION NO. 93-2015 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Vacating, Abandoning, and Rededicating a Portion of an Existing Public Utility Easement within the Property Commonly Known as 218 La Puerta Way, in the Town of Palm Beach, Florida.

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

Director Brazil provided an overview of the application.

Discussion ensued regarding more of these applications coming forward as the Utilities Undergrounding Project proceeds.

It was the consensus of the Town Council to direct the Underground Utilities Task Force to look at which easements might be vacated, abandoned, and rededicated as a part of the Undergrounding Project.

Motion was made by Council President Pro Tem Kleid, and seconded by Council Member Townsend, to approve Resolution No. 93-2015, subject to the condition that the owner pay all fees related to implementing the vacation, abandonment, and rededication, including recording fees. On roll call, the motion carried unanimously.

XI. REGULAR AGENDA

A. Old Business

1. Town Hall Square Historic District Project

a. Fundraising Update *Bill Bone, Esquire*

Mr. Bone was unable to attend the meeting.

Council President Pucillo stated that he had spoken with Mr. Bone regarding the fundraising efforts, and that he is confident that they are going well. He added that Mr. Boone can provide a final report by September.

Discussion ensued regarding the lack of donor information provided, whether the full amount needed will be raised in time, fundraising difficulties during this time of year, setting a fundraising deadline, project timelines, when the million dollars was to be raised by, and living up to the compromise reached.

Sue Strickland, 145 Seaspray Ave., Garden Club representative, spoke in support of the Project.

It was the consensus of the Town Council to direct that all fundraising efforts be completed, and the Town Council be provided with an update on them, by the September 10, 2015, Town Council meeting.

b. RESOLUTION NO. 88-2015 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving a Purchase Order in the Amount of \$19,080 to Burkhardt Construction, Inc., for Pre-Construction Phase Services for the

Town Hall Square Project Phase II and Establishing a Preliminary
Pre-Construction Phase Budget of \$21,500.

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

**Motion was made by Council Member Townsend, and seconded by Council
President Pro Tem Kleid, to approve Resolution No. 88-2015. On roll call, the
motion carried unanimously.**

2. 2016 Election Update

Town Clerk Owens provided an overview of the 2016 Election Update.

Discussion ensued regarding the cost to conduct the stand alone election
and utilizing the Town Attorney for any questions that may arise.

ORDINANCE NO. 19-2015 An Ordinance of the Town Council of the
Town of Palm Beach, Palm Beach County, Florida, Authorizing the Use
of Paper Ballots Designed to be Manually Counted for the February 2,
2016, General Election and, if Necessary, the February 16, 2016, Run-Off
Election; Providing for Severability; Providing for Repeal of Ordinances
in Conflict; and Providing an Effective Date.

Susan A. Owens, MMC, Town Clerk

Town Clerk Owens provided an overview of the ordinance.

**Motion was made by Council Member Moore, and seconded by Council Member
Townsend, to approve Ordinance No. 19-2015, on first reading. On roll call, the
motion carried unanimously.**

3. Report on Loss of Experience and Proposed Options

Kirk W. Blouin, Director of Public Safety

Director Blouin provided an overview of the proposed options.

Director of Human Resources Olson provided an overview of the
associated proposed ordinance.

Discussion ensued regarding fairness and effects on moral of using rehired
retirees, bringing in people from the outside that have experience, the
Palm Beach culture, behavioral assessments, succession planning, the
proposed option being an exception instead of the rule, directing the
matter to the Public Safety Committee to ensure that there is no double
dipping and that this option is not institutionalized, flexibility, and
planning.

It was the consensus of the Town Council to approve Staff's recommendation to

1 strategically rehire employees to fill essential positions during those situations where
2 there is a lack of needed experience or qualifications among existing employees and
3 to proceed with an ordinance amending the pension to allow for same for public
4 safety employees 50 years of age or older and general employees 62 years of age or
5 older.

6
7 Council President Pucillo suggested that the Town Council members each
8 review the proposed ordinance, and provide any comments to Director
9 Blouin individually.

10
11 Discussion continued regarding turnover and determining why it has
12 increased over the years, advertising benefits to employees, providing
13 hybrid pension and investment education opportunities to employees, what
14 employee benefits other municipalities are providing, meeting goals even
15 with the turnover rates, what pension information new employees are
16 provided, and the need for a hybrid pension calculator tool for employees.

17
18 **It was the consensus of the Town Council to direct Staff to continue educating**
19 **employees on the hybrid pension system and investment options, and to establish a**
20 **hybrid pension calculator tool for employees.**

- 21
22 4. Southern Boulevard (State Road 80) Bridge Update and Request to Pursue
23 a Joint Project Agreement
24 *H. Paul Brazil, P.E., Director of Public Works*

25
26 Director Brazil provided an overview of the Bridge update and request to
27 pursue a joint project agreement.

28
29 Discussion ensued regarding maintenance costs and responsibilities and
30 broken lights on the Middle Bridge.

31
32 **Motion was made by Council Member Townsend, and seconded by Council**
33 **Member Moore, to approve authorizing Staff to enter into negotiations with the**
34 **Florida Department of Transportation in order to establish a Maintenance**
35 **Memorandum of Agreement and a Joint Project Agreement for the decorative**
36 **lighting portion of the Southern Boulevard Bridge Project. On roll call, the motion**
37 **carried unanimously.**

38
39 **It was the consensus of the Town Council to direct Staff to follow up on the broken**
40 **lights along the Royal Palm Bridge.**

- 41
42 5. Confirmation of the Decorative Traffic Signal Mast Arms Replacement
43 Alternatives
44 *H. Paul Brazil, P.E., Director of Public Works*

45
46 Director Brazil provided an overview of the mast arm replacement

alternatives and costs.

Motion was made by Council President Pro Tem Kleid, and seconded by Council Member Moore, to approve the confirmation of the Town Council's intentions to replace the existing mast arms with decorative mast arms similar to those on South County Road at Hammon Avenue, Worth Avenue, and Peruvian Avenue. On roll call, the motion carried unanimously.

6. Request to Modify the Sanitary Sewer Force Main Rehabilitation Project Scope

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

Director Brazil provided an overview of the requested Project scope modifications.

Discussion ensued regarding safety, Project timelines, traffic, when the retaining wall will be completed, whether this can be done during the undergrounding process, Project impacts, and esthetics.

Motion was made by Council President Pro Tem Kleid, and seconded by Council Member Moore, to approve the Sanitary Sewer Force Main Rehabilitation Project Scope modifications. On roll call, the motion carried unanimously.

B. New Business

1. Consideration of Alternative Town Council Meeting Dates for September 2015

Thomas G. Bradford, Town Manager

Town Manager Bradford provided an overview of the reasons for consideration of alternative meeting dates.

Discussion ensued regarding scheduling the meetings around the holidays and the County and School Board budget hearings.

It was the consensus of the Town Council to approve the following Town Council meeting dates for September 2015:

- 09/09/15 – Town Council/Development Review meeting (9:30 a.m.)
- 09/10/15 – Town Council meeting (9:30 a.m.)
- 09/10/15 – Budget Hearing #1 (5:01 p.m.)
- 09/22/15* – Budget Hearing #2 (5:01 p.m.)

(Clerk's Note: This date was subsequently amended to September 28, 2015, at 5:01 p.m., at the Town Council meeting on July 15, 2015.)*

It was the consensus of the Town Council to reschedule the September 10, 2015,

1 **Ordinances, Rules, and Standards Committee meeting for September 11, 2015 (9:30**
2 **a.m.).**

3
4 **Council Member Wildrick requested that Staff send the Town Council members**
5 **meeting invitations for the above meeting date modifications.**

6
7 2. Coastal Update

8
9 a. Shoreline Condition Update

10
11 Coastal Coordinator Weber provided a presentation on the current
12 shoreline conditions.

13
14 b. RESOLUTION NO. 81-2015 A Resolution of the Town Council of
15 the Town of Palm Beach, Palm Beach County, Florida, Approving
16 the Fiscal Year 2016-17 Annual Funding Application to the
17 Florida Department of Environmental Protection Beach Erosion
18 Control Program.

19
20 Director of Public Works Brazil provided an overview of the
21 application.

22
23 **Motion was made by Council Member Townsend, and seconded by Council**
24 **Member Moore, to approve Resolution No. 81-2015. On roll call, the motion carried**
25 **unanimously.**

26
27 c. RESOLUTION NO. 82-2015 A Resolution of the Town Council of
28 the Town of Palm Beach, Palm Beach County, Florida, Approving
29 a Purchase Order in the Amount of \$123,488 to Applied
30 Technology & Management, Inc., for Town- Wide 2015 Annual
31 Physical Surveys, and Establishing a Physical Monitoring Budget
32 of \$135,000.

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

36
37 Discussion ensued regarding an error in one of the charts provided
38 by Applied Technology & Management, Inc., and whether there
39 would be any duplication of services with the following two
40 projects.

41
42 **Motion was made by Council President Pro Tem Kleid, and seconded by Council**
43 **Member Moore, to approve Resolution No. 82-2015. On roll call, the motion carried**
44 **unanimously.**

45
46 d. RESOLUTION NO. 83-2015 A Resolution of the Town Council of

the Town of Palm Beach, Palm Beach County, Florida, Approving a Purchase Order in the Amount of \$199,871 to Coastal Eco-Group, Inc., for 2015 Annual FDEP BMA Cell-Wide Biological Monitoring, and Establishing a Cell-Wide Biological Monitoring Phase Budget of \$220,000.

Director of Public Works Brazil provided an overview of the purchase order.

Motion was made by Council Member Moore, and seconded by Council Member Townsend, to approve Resolution No. 83-2015. On roll call, the motion carried unanimously.

- e. RESOLUTION NO. 84-2015 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving a Purchase Order in the Amount of \$175,824 to Coastal Eco-Group, Inc. for Mid-Town Year 2 Coral Nursery Mitigation and Monitoring Services, and Establishing a Coral Nursery Mitigation and Monitoring Phase Budget of \$193,000.

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

Director of Public Works Brazil provided an overview of the purchase order.

Discussion ensued regarding the success of the reef, secondary and cumulative impacts, mitigation requirements at Mid-Town, and Project impacts.

Motion was made by Council President Pro Tem Kleid, and seconded by Council Member Townsend, to approve Resolution No. 84-2015. On roll call, the motion carried unanimously.

3. Retirement Board of Trustees Appointments
William Hanes, Pension Administrator

Town Manager Bradford announced that J. Patterson Cooper received the most votes.

It was the consensus of the Town Council to ratify the appointment of J. Patterson Cooper as a regular member to the Retirement Board of Trustees.

4. Consideration of Proposed Letter from Mayor Coniglio to the Palm Beach County Board of County Commissioners
Gail L. Coniglio, Mayor

Mayor Coniglio spoke regarding sending a letter to the Palm Beach

County Board of County Commissioners reiterating the increase in property values and the revenue sources available to complete delayed County projects.

Discussion ensued regarding delayed County projects, revenues available to the County to complete them, and the amount of tax revenue the County receives from Town property owners.

It was the consensus of the Town Council to authorize Mayor Coniglio to send a letter to Palm Beach County requesting that the Board of County Commissioners utilize their increased property values and current revenue sources, in lieu of creating new ones, to fund delayed County projects, and to include information on the amount of tax revenue Town property owners pay to the County.

XIII. ORDINANCES

A. Second Reading

1. ORDINANCE NO. 15-2015 An Ordinance of The Town Council of The Town of Palm Beach, Palm Beach County, Florida, Amending The Town Code of Ordinances At Chapter 114 Taxation, Article II, Local Business Tax, At Section 114-43 Schedule, So As To Amend The Fees Delineated For Each Business, Profession Or Occupation; Providing For Severability; Providing For Repeal of Ordinances In Conflict; Providing For Codification; Providing An Effective Date.

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

Motion was made by Council Member Townsend, and seconded by Council Member Moore, to adopt Ordinance No. 15-2015, on second and final reading. On roll call, the motion carried unanimously.

2. ORDINANCE NO. 16-2015 An Ordinance of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Amending the Town Code of Ordinances at Chapter 106, Streets, Sidewalks and Other Public Places; at Article XIII, Moveable Fixtures in the Right-of-Way; at Section 106-291, Certificate of Compliance Required; at Section 106-292, Standards for Newsrack and Modular Newsracks Including Maintenance, Installation and Locations; at Section 106-293, Prohibited Locations; at Section 106-294, Insurance and Indemnification; at Section 106-296, Enforcement; at Section 106-297, Appeals; Providing for Severability; Providing for Repeal of Ordinances in Conflict; Providing for Codification; Providing an Effective Date.

Jay Boodheshwar, Deputy Town Manager

Motion was made by Council Member Townsend, and seconded by Council Member Moore, to adopt Ordinance No. 16-2015, on second and final reading. On

roll call, the motion carried unanimously.

3. ORDINANCE NO. 17-2015 An Ordinance of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Providing for an Amendment to the Town's Budgets Adopted for the Fiscal Year Commencing October 1, 2014, Providing an Effective Date.

Jane Struder, Director of Finance

Motion was made by Council Member Townsend, and seconded by Council Member Moore, to adopt Ordinance No. 17-2015, on second and final reading. On roll call, the motion carried unanimously.

4. ORDINANCE NO. 18-2015 An Ordinance of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Amending the Town Code of Ordinances at Chapter 62, Marine Structures; Article II, Bulkheads, Seawalls and Groins on Atlantic Ocean, at Sections 62-36, 62-37 and 62-38; and Amending Article III, Bulkhead and Pierheads on Lake Worth, Section 62-72; Providing for Severability; Providing for Repeal of Ordinances in Conflict; Providing for Codification; Providing an Effective Date.

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

Motion was made by Council Member Townsend, and seconded by Council Member Moore, to adopt Ordinance No. 18-2015, on second and final reading. On roll call, the motion carried unanimously.

XIV. ANY OTHER MATTERS

Town Manager Bradford announced that Attorney Jeff Mandel will be attending the executive session scheduled next, but that he cannot be here until 1:00 p.m., and asked if the Town Council wished to take a lunch break between the meetings.

It was the consensus of the Town Council to break for lunch at the conclusion of the regular Town Council meeting, and to begin the executive session at 1:00 p.m.

XV. ADJOURNMENT

1
2 There being no further business, the July 14, 2015, regular Town Council meeting was
3 adjourned at 12:28 p.m.
4

5
6 APPROVED:
7
8

9
10
11
12 _____
13 Michael J. Pucillo
14 Town Council President

15 ATTEST:
16
17

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

22 _____
23 Date

TOWN OF PALM BEACH

Town Council Meeting on: August 11, 2015

Section of Agenda

Minutes

Agenda Title

MINUTES: JULY 15, 2015

Approval of the Minutes of the Regular Town Council Meeting

Presenter

Susan A. Owens, MMC, Town Clerk

Supporting Documents

- [Minutes of the Town Council Meeting Held on July 15, 2015](#)

**MINUTES OF THE REGULAR TOWN COUNCIL MEETING
HELD ON WEDNESDAY, JULY 15, 2015**

I. CALL TO ORDER AND ROLL CALL

The regular Town Council meeting was called to order on Wednesday, July 15, 2015, at 9:30 a.m., in the Town Council Chambers. On roll call, all of the elected officials were found to be present.

II. INVOCATION AND PLEDGE OF ALLEGIANCE

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

III. COMMENTS OF MAYOR GAIL L. CONIGLIO

Mayor Coniglio spoke regarding sidewalks and future maintenance costs.

IV. COMMENTS OF TOWN COUNCIL MEMBERS AND TOWN MANAGER

Council President Pro Tem Kleid spoke regarding rescheduling the second budget hearing due to Yom Kippur.

Discussion ensued regarding the rescheduling of the second budget hearing.

It was the consensus of the Town Council to reschedule the second budget hearing for September 28, 2015, at 5:01 p.m.

V. COMMUNICATIONS FROM CITIZENS - 3 MINUTE LIMIT PLEASE – None

VI. APPROVAL OF AGENDA

The following changes were made to the Agenda:

DEFERRED: Item No. VII.B.1.c., Variance #17-2015, was deferred to the August 11, 2015, Town Council meeting.

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

VII. DEVELOPMENT REVIEWS

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

A. Time Extensions and Waivers

1. Request for One-Year Time Extension, Variance #31-2014, 230 Park Avenue
Deferred from the June 10, 2015, Town Council Meeting
John S. Page, Director of Planning, Zoning, and Building

Director Page provided an explanation of the two prior extension approvals, and stated that Staff recommends an eight-month extension.

Rabbi Scheiner spoke regarding the reasons for the delay and the need for the extension.

Motion was made by Council President Pro Tem Kleid, and seconded by Council Member Wildrick, to approve an eight-month time extension for Variance #31-2014, 230 Park Avenue. On roll call, the motion carried unanimously.

B. Variances, Special Exceptions, and Site Plan Reviews

1. Old Business

- a. SITE PLAN REVIEW #13-2014 WITH SPECIAL EXCEPTIONS AND VARIANCE (MODIFIED) 221 & 231 ROYAL POINCIANA WAY, SUNSET AVENUE, 214 & 216 SUNSET AVENUE. Project approved May 13, 2015 and June 10, 2015 with condition of approval to enter into a Construction Management Agreement. Construction Management Agreement deferred from the June 10, 2015 Town Council Meeting. Staff recommends deferral to the August 11, 2015 Town Council Meeting. [Attorney: Francis X. J. Lynch]

Deferred from the June 10, 2015, Town Council Meeting
John S. Page, Director of Planning, Zoning, & Building

Director Page stated that Staff is requesting deferral of this item to the August 11, 2015, Town Council meeting.

Motion was made by Council Member Townsend, and seconded by Council Member Moore, to approve deferral of the construction management agreement

related to Site Plan Review #13-2014, to the August 11, 2015, Town Council meeting. On roll call, the motion carried unanimously.

- b. VARIANCE #16-2015 The application of Walde Trust, LLC; relative to property commonly known as 444 Chilean Ave., described as Lots 52 and 53, Block 12, Revised Map of Royal Park Addition to Palm Beach, Florida according to the plat thereof on file in the Office of the Clerk of the Circuit Court in and for Palm Beach County Florida in Plat Book 4, Page 1; located in the R-C Zoning District. The Applicant is requesting the following variances: to allow the construction of a 3,776 square foot two-story single family residence on a non-conforming lot: to construct a two-story house with a lot width of 50 feet in lieu of the 75 foot minimum required and a lot area of 6,250 square feet in lieu of the 10,000 square foot minimum required; to construct a two story house with an east side yard setback of 5.7 feet in lieu of the 10 foot minimum required; to construct a two-story garage/guest house with an east side yard setback of 5.7 feet in lieu of the 10 foot minimum required; to construct a two-story garage/guest house with a rear yard setback (south side of the property) of 5 feet in lieu of the 15 foot minimum required; and to construct a two-story single family residence with a landscaped open space of 43.6% in lieu of the 45% minimum required in the R-C Zoning District. [Attorney: Guy Rabideau, Esq.] [Architectural Commission Recommendation: Implementation of the proposed variances will not cause negative architectural impacts to the subject property. Carried 5-0]

Deferred from the June 10, 2015, Town Council Meeting

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

The following ex-parte communications were declared: Mayor Coniglio, Council President Pucillo, Council President Pro Tem Kleid, and Council Member Moore spoke with Attorney Rabideau, who advocated the position of his client. Council President Pucillo and Council Member Townsend received letters of opposition from 389 Corporation, Inc. Council President Pro Tem Kleid spoke with Managing Agent Miller of the adjacent condominium, who said that they came to an agreement with the applicant. Council Member Townsend received an e-mail from Attorney Rabideau.

Attorney Rabideau, on behalf of Walde Trust, LLC, provided an overview of the applicant's request.

Zoning Administrator Castro provided Staff's comments.

Suzanne Jones, 381 South Lake Drive, spoke in favor of the project.

Motion was made by Council Member Moore, and seconded by Council Member Wildrick, that Variance #16-2015 be granted and find, in support thereof, that all of the criteria applicable to this application as set forth in Section 134-201(a), items 1 through 7 have been met, subject to the following conditions:

- The wall on the south side of the property shall be 7'
- The air handlers shall be Trane 21 S.E.E.R.
- The height of the garage at the rear setback shall be 21'
- The width of the garage at the south elevation shall be 20'
- The landscaping shall include 15' sable palms, which shall grow to and be maintained at 20'-25', and adonidia palms of 10'-12' c.t.
- Lower plantings shall be added with the intent of screening the building above the 7' wall
- Pool equipment and the a/c unit shall be moved to the west side of the property; said equipment shall be a minimum of 10' from the south property line
- Mesh construction screening shall be used to minimize dust, dirt, and the view of the construction site
- Construction hours after October 1, 2015, shall be limited to Monday-Friday from 9 a.m.-5 p.m.

On roll call, the motion carried unanimously.

- c. VARIANCE #17-2015 The application of Susan Bodnar Malloy (Contract Purchaser); relative to property commonly known as 201 Bahama Lane, described as lengthy legal description on file; located in the R-B Zoning District. The Applicant is requesting a variance to construct a 8 foot x 38 foot swimming pool in the east side of the residence with a 12 foot street side yard setback in lieu of the 15 foot minimum setback required. [Attorney: Maura Ziska, Esq.]
Deferred from the June 10, 2015, Town Council Meeting Request for Deferral to the August 11, 2015, Town Council Meeting Per Letter Dated July 7, 2015, from Maura A. Ziska.
John S. Page, Director of Planning, Zoning, and Building – Deferred to the August, 11, 2015, Town Council meeting.

2. New Business

- a. SPECIAL EXCEPTION #14-2015 WITH VARIANCES The application of Town of Palm Beach; relative to property commonly known as 1060 North Lake Way, described as lengthy legal description on file; located in the R-B Zoning District. The Applicant is requesting a special exception approval to add an

addition onto the D-10 Storm Water Pump Station and replace a 500 kw generator with a 750 kw generator. The variances to raise the height of a portion of the building and replace the generator are as follows: to allow a front yard setback of 23.5 ft. in lieu of the 25 ft. minimum required; to allow a north and south side yard setback of 11 ft. (south) and 8.1 ft. (north) in lieu of the 12.5 ft. minimum required; to allow a building height of 20.5 ft. in lieu of the 10.67 ft. existing and the 14 ft. maximum allowed; and, to allow an overall building height of 21.5 ft. in lieu of the 12.67 ft. existing and the 17 ft. overall maximum building height.

[Attorney: John C. Randolph, Esq.] [Architectural Commission Recommendation: Implementation of the proposed variances will not cause negative architectural impacts to the subject property. Carried 5-0]

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

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

Director of Public Works Brazil provided an overview of the Project.

Kevin Schanen, Kimley-Horn & Associates, provided additional information regarding the Project.

Director Page provided Staff's comments.

Discussion ensued regarding the roof and building height, generator maintenance, protecting the neighborhood, expediting the Project, ARCOM approval, layout of the property, and the importance of the Project.

Motion was made by Council Member Townsend, and seconded by Council President Pro Tem Kleid, that Special Exception #14-2015 shall be granted based upon the finding that such grant will not adversely affect the public interest and that the applicable criteria set forth in Section 134-229 of the Town Code have been met. On roll call, the motion carried unanimously.

Motion was made by Council Member Townsend, and seconded by Council President Pro Tem Kleid, that the variances related to Special Exception #14-2015 be granted and find, in support thereof, that all of the criteria applicable to this application as set forth in Section 134-201(a), items 1 through 7 have been met. On roll call, the motion carried unanimously.

b. SPECIAL EXCEPTION #15-2015 SITE PLAN REVIEW AND VARIANCES The application of Edwin Leevan, Manager; relative

to property commonly known as 2842 South Ocean Blvd., described as lengthy legal description on file; located in the R-D (2)/Beach Area Zoning Districts. The Applicant is requesting a special exception with site plan review to modify the site plan to allow a temporary tent over the parking lot that contains 40 parking spaces from December 3, 2015 to December 8, 2015 to allow for a conference to be hosted at the Tideline Ocean Resort & Spa. The following variances are required: to temporarily eliminate (40) required off street parking spaces for the dates identified above; and, to allow a temporary tent to be placed over the required off street parking lot for the dates identified above that would increase lot coverage to 35.93% in lieu of the 29.35% existing and the 22% maximum allowed. [Attorney: Maura Ziska, Esq.]

[Architectural Commission Recommendation: Implementation of the proposed variances will not cause negative architectural impacts to the subject property. Carried 5-0]

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

The following ex-parte communications were declared: Mayor Coniglio, Council President Pucillo, Council President Pro Tem Kleid, and Council Members Moore, Townsend, and Wildrick spoke with owner Jeff Greene, who advocated his position. Council President Pro Tem Kleid and Council Member Moore spoke with Attorney Ziska, who advocated the position of her client.

Attorney Ziska, on behalf of Edwin Leevan, provided an overview of the applicant's request. She requested that the dates in the application be amended to December 4-9, 2015.

Zoning Administrator Castro provided Staff's comments.

Discussion ensued regarding parking and traffic.

Lewis Crampton, 2335 S. Ocean Blvd., on behalf of the Palm Beach Citizens' Association, spoke in support of the project.

Motion was made by Council President Pro Tem Kleid, and seconded by Council Member Moore, that Special Exception #15-2015 shall be granted based upon the finding that such grant will not adversely affect the public interest and that the applicable criteria set forth in Section 134-229 of the Town Code have been met, subject to amendment of the allowed timeframe to December 4-9, 2015. On roll call, the motion carried unanimously.

Motion was made by Council President Pro Tem Kleid, seconded by Council

Member Wildrick, that the site plan review related to Special Exception #15-2015 be approved based upon the finding that the approval of the site plan will not adversely affect the public interest and that the Council certifies that the specific zoning requirements governing the individual use have been met and that satisfactory provision and arrangement has been made concerning Section 134-329, items 1 through 11, subject to amendment of the allowed timeframe to December 4-9, 2015. On roll call, the motion carried unanimously.

Motion was made by Council President Pro Tem Kleid, and seconded by Council Member Moore, that the variances related to Special Exception #15-2015 be granted and find, in support thereof, that all of the criteria applicable to this application as set forth in Section 134-201(a), items 1 through 7 have been met, subject to amendment of the allowed timeframe to December 4-9, 2015. On roll call, the motion carried unanimously.

c. SPECIAL EXCEPTION #16-2015 SITE PLAN REVIEW The application of Thomas G. Bradford, Town Manager; relative to property commonly known as 360 South County Road, described as lengthy legal description on file; located in the C-TS Zoning District. The Applicant is requesting a special exception with site plan review to modify the Town Hall public open space.

1. The Memorial Park parcel will be expanded by 1,827 square feet by unifying the parcel described as in ORB 24041 page 1748 and the Memorial Park parcel described in ORB 20789 page 1528. This unification of title requires a Special Exception with Site Plan Review because public structures are being added to the parcels.

2. Reconstruction and repair of the existing Memorial Fountain Plaza hardscape, plaza, steps, balustrades, walls and rill.

3. Landscaping improvements consisting of new Live Oak trees south of the Fountain, Royal palm trees to replace the existing Royal Palm trees that flank the reflecting pool, new Tabebuia trees on each side of the main fountain, potted plants along the reflecting pool, and various shrubs and groundcovers throughout the park and fountain area.

4. Irrigation improvements to provide water to the above listed landscaping improvements.

5. Hardscape, sidewalk, and curb improvements to provide pedestrian connections from the Town Hall area and crosswalks to Memorial Fountain to provide public access. A 30-inch tall decorative aluminum fence will surround the lawn area south of the fountain. Benches will be added along the reflecting pool for

public seating. Café tables and chairs will be added under the Live Oak trees near the lawn area south of the Fountain.

6. The sidewalks and ramp to the building entrance on the north side of Town Hall will be reconfigured. Sidewalks will extend from Town Hall to the lower plaza of the fountain.

7. Landscape lighting and ancillary electrical improvements to support the lighting will be made to illuminate the landscaping improvements.

8. Associated paving, grading and drainage infrastructure improvements to support the above listed elements will be performed. Currently, curb and gutter exists that allows runoff from the eastern lanes of South County Road to be conveyed westerly, across Memorial Park south of the fountain, to the western portion of the roadway to be collected by an existing catch basin. In order to create a continuous lawn area south of the fountain, a new catch basin with associated piping will be constructed on the east side of Memorial Park so that the existing curb and gutter that cuts across the proposed lawn area can be removed.

9. Traffic and parking regulatory and enforcement signage in accordance with FDOT and Town of Palm Beach Public Works requirements will be installed.

[Landmark Commission Recommendation: Implementation of the proposed special exception with site plan review will not cause negative architectural impacts to the subject landmark property. Carried 7-0]

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

The following ex-parte communications were declared: Mayor Coniglio, Council President Pucillo, Council President Pro Tem Kleid, and Council Members Moore and Townsend spoke with representatives of the Garden Club, who advocated for the Project.

Director of Public Works Brazil provided an overview of the Project.

Zoning Administrator Castro provided Staff's comments.

Discussion ensued regarding the sidewalks reducing the open greenspace and whether or not that would trigger the need for a referendum.

Kevin Schanen, Kimley-Horn & Associates, provided an overview of the plans.

Discussion ensued regarding the parking spaces.

Jorge Sanchez, SMI Landscape Architecture, provided an overview of the landscape plans.

Discussion ensued regarding allowing Staff to change out the tables and chairs for benches if maintenance becomes an issue, landscaping and maintenance, and the added parking spaces.

Director Page provided additional Staff comments.

Motion was made by Council Member Moore, and seconded by Council President Pro Tem Kleid, that the site plan review related to Special Exception #16-2015 be approved based upon the finding that the approval of the site plan will not adversely affect the public interest and that the Council certifies that the specific zoning requirements governing the individual use have been met and that satisfactory provision and arrangement has been made concerning Section 134-329, items 1 through 11, and authorizing Staff to change out the tables and chairs for benches if maintenance becomes an issue. On roll call, the motion carried unanimously.

Motion was made by Council Member Moore, and seconded by Council President Pro Tem Kleid, that Special Exception #16-2015 shall be granted based upon the finding that such grant will not adversely affect the public interest and that the applicable criteria set forth in Section 134-229 of the Town Code have been met, and authorizing Staff to change out the tables and chairs for benches if maintenance becomes an issue. On roll call, the motion carried unanimously.

- d. SPECIAL EXCEPTION #17-2015 WITH VARIANCE The application of Heather Baines, Managing Member of 224 Atlantic LLC; relative to property commonly known as 224 Atlantic Avenue, described as Condominium Units 1 and 2, PLM BEACH ATLANTIC CONDOMINIUM ANNEX, according to the Plat thereof, as recorded in Official Records Book 3900, page 1742, of the Public Records of Palm Beach County, Florida; located in the R-C Zoning District. On May 8, 1979, The Town Council granted Special Exception 10-79 to allow a developer to create seven (7) supplemental off-street parking spaces in conjunction with the construction of a two unit development and which parking spaces were to be used by the subject property (224 Atlantic) and the other portion of the condominium across the street (223 Atlantic) which was also owned by the developer. Special Exception approval was granted with a condition that a Unity of Title be executed and recorded to tie the two properties together. A Unity

of Title was recorded on October 26, 1979. The Applicant purchased both units in the duplex (224 Atlantic Avenue) in 2013 and converted the two units into one single family residence. As the structure is now a single family residence, the condominium documents for 224 Atlantic Avenue were terminated by the owner. The Applicant is requesting to modify the previous Special Exception #10-79 to remove the condition of the Unity of Title and remove the seven (7) supplemental off-street parking spaces that were shared by both condominiums and only have a minimum of two (2) required off-street parking spaces remain that would be required for a single family residence. Since the condominium across the street is non-conforming to today's parking requirement in the zoning code, a variance is being requested to eliminate the seven (7) supplemental parking spaces to the single family dwelling which are now considered required for the 19 unit condominium building on the north side of Atlantic Avenue (223 Atlantic Avenue). [Attorney: Maura Ziska, Esq.]

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

The following ex-parte communications were declared: Council President Pucillo, Council President Pro Tem Kleid, and Council Member Townsend spoke with Attorney Ziska, who advocated the position of her client. Mayor Coniglio, Council President Pucillo, and Council Member Townsend spoke with Todd Peter, who advocated his position. Mayor Coniglio and the Town Council all received written materials from Todd Peter. Council President Pucillo spoke with the neighbors at 223 Atlantic Avenue.

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

Attorney Ziska, on behalf of Heather Baines, provided an overview of the applicant's request.

Zoning Administrator Castro provided Staff's comments.

Attorney John Sheppard, representing the Palm Beach Atlantic Association, spoke in opposition to the project.

Rich Shankman, Palm Beach Atlantic Association President, spoke in opposition to the project.

Stuart Zoberg, Shir Law Group, co-counsel for the applicant, provided additional information regarding the application.

Discussion ensued regarding numerous unresolved legal and code enforcement issues.

Motion was made by Council Member Townsend, and seconded by Council President Pro Tem Kleid, that Special Exception #17-2015 be denied for the reason that the granting of the special exception will adversely affect the public interest and that the specific requirements of Section 134-229 have not been met. On roll call, the motion carried 4-0, with Council Member Moore recused.

Motion was made by Council Member Townsend, and seconded by Council President Pro Tem Kleid, that the variance related to Special Exception #17-2015 be denied for the reason that the application does not meet the criteria set forth in Section 134-201(a), items 1 through 7. On roll call, the motion carried 4-0, with Council Member Moore recused.

- e. SPECIAL EXCEPTION #18-2015 WITH SITE PLAN REVIEW AND VARIANCES The application of Harvey E. Oyer, Esq., on behalf of the Society of the Four Arts, Inc.; relative to property commonly known as 2 Four Arts Plaza, described as lengthy legal description on file; located in the R-B Zoning District. A request for approval of Special Exception with Site Plan Review for temporary valet grass parking for special events not to exceed thirty (30) times per calendar year. The applicant operates a non-profit cultural use in the R-B zoning district by an existing Special Exception. The Four Arts provides special events for lectures, art viewings, concerts, films, private parties and live broadcasts of the metropolitan opera along with other cultural affairs for its patrons. 26 temporary valet parking spaces are proposed which would utilize the large landscaped island area no more than 30 times per calendar year. The upgraded natural grass material would be installed by GrassPave2 which is a pervious stabilized grass parking system which maintains the integrity of the existing natural grass surface. A variance is requested to allow the landscape open space area to be reduced from the existing 37.8% to the proposed 32.2% (51,605 sq. ft.) in lieu of 55% maximum landscape open space as required by code. The applicant seeks Town Council approval to utilize the large landscaped island area within the existing Landmarked property to provide 26 temporary valet grass parking for special events. Variances are also requested to not construct or install the required four (4) foot high hedge or wall between the proposed temporary valet grass parking area and Four Arts Plaza and Lake Drive; to not install any wheel stops within the proposed temporary valet grass parking area used for special events; to reduce the depth of a parking stall (45 degree parking) within the proposed temporary valet grass parking area to 16 feet in lieu of the 18 feet required by code; and, to reduce the

width of a driving isle required for 45 degree parking within the proposed temporary valet grass parking area to 10 feet in lieu of the 15 foot minimum drive isle required by code. [Attorney: Harvey E. Oyer, III, Esq.]

[Landmarks Commission Recommendation: Implementation of the proposed special exception with site plan review and variances will not cause negative architectural impacts to the subject landmark property. Carried 7-0]

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

The following ex-parte communications were declared: Council President Pro Tem Kleid and Council Members Moore and Townsend spoke with Attorney Oyer, who advocated the position of his client. Mayor Coniglio and the Town Council received e-mail from John David Corey. Mayor Coniglio, Council President Pucillo, Council President Pro Tem Kleid, and Council Member Moore spoke with Mr. Henry and Dr. Brenneman, who advocated their positions. Council President Pucillo, Council President Pro Tem Kleid, and Council Members Moore and Townsend are members of the Society of Four Arts, Inc. Council Member Wildrick and Council Member Moore spoke with members of the Society of the Four Arts. Council Member Moore spoke with the neighboring residents, who advocated their positions.

Patrick Henry, 630 Crest Road, Chairman of the Board of Trustees of the Society of the Four Arts, Inc., provided an overview of the request, on behalf of Attorney Oyer, who was unable to be present.

Discussion ensued regarding John David Corey's letter, neighbor objections, movement of fire lanes, and variance requirements.

Mr. Henry addressed Mr. Corey's suggestions regarding bicycling and walking to events, crossing Royal Palm Way, carpooling, and valet parking.

Zoning Administrator Castro provided Staff's comments.

Motion was made by Council President Pro Tem Kleid, and seconded by Council Member Townsend, that Special Exception #18-2015 shall be granted based upon the finding that such grant will not adversely affect the public interest and that the applicable criteria set forth in Section 134-229 of the Town Code have been met. On roll call, the motion carried unanimously.

Motion was made by Council President Pro Tem Kleid, and seconded by Council Member Townsend, that the site plan review related to Special Exception #18-2015 be approved based upon the finding that the approval of the site plan will not adversely affect the public interest and that the Council certifies that the specific

zoning requirements governing the individual use have been met and that satisfactory provision and arrangement has been made concerning Section 134-329, items 1 through 11. On roll call, the motion carried unanimously.

Motion was made by Council President Pro Tem Kleid, and seconded by Council Member Moore, that the variances related to Special Exception #18-2015 be granted and find, in support thereof, that all of the criteria applicable to this application as set forth in Section 134-201(a), items 1 through 7 have been met. On roll call, the motion carried unanimously.

- f. SPECIAL EXCEPTION #19-2015 The application of Cooklyn Palm Beach, LLC; relative to property commonly known as 150 Worth Avenue, described as lengthy legal description on file; located in the C-WA Zoning District. The Applicant is requesting a special exception for a new restaurant at 150 Worth Avenue, Suite 234, called Cooklyn, which will replace GiGi's Tap and Table Restaurant (formerly Cha Cha's). The new restaurant will occupy the same square footage (5,243) and have the same number of total seats (151) and outdoor seats (14) as the prior restaurant uses in Suite 234. The applicant agrees to be bound by all existing conditions of approval (see Exhibit G of application. [Attorney: James M. Crowley, Esq.]
John S. Page, Director of Planning, Zoning, & Building

The following ex-parte communication was declared: Mayor Coniglio spoke with Attorney Crowley, who advocated the position of his client.

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

Zoning Administrator Castro provided Staff's comments.

Motion was made by Council Member Moore, and seconded by Council President Pro Tem Kleid, that Special Exception #19-2015 shall be granted based upon the finding that such grant will not adversely affect the public interest and that the applicable criteria set forth in Section 134-229 of the Town Code have been met, subject to the condition that the applicant shall be bound by all previous conditions of approval of other restaurants at this location. On roll call, the motion carried unanimously.

- g. VARIANCE #19-2015 The application of Beach Club, Inc. (David Shaw, General Manager); relative to property commonly known as 755 North County Road, described as lengthy legal description on file; located in the R-B Zoning District. The Applicant is requesting variances to allow the replacement of a tennis court

fence that will have a front yard setback of 2.6 feet on North County Road in lieu of the 25 foot minimum required; to allow the replacement of a tennis court fence that will have a street side yard setback of .29 feet on Country Club Road in lieu of the 25 foot minimum required; and, to allow a 10-12 foot tall chain link fence in the front yard and street side yard in excess of the 6 foot maximum allowed. [Attorney: Maura Ziska, Esq.]

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

The following ex-parte communications were declared: Council President Pucillo and Council Member Moore are members of the Beach Club, Inc. Council President Pro Tem Kleid and Council Member Moore spoke with Attorney Ziska, who advocated the position of her client. Council Member Wildrick spoke with Beach Club President Homer Marshman, who advocated his position.

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

Zoning Administrator Castro provided Staff's comments.

Motion was made by Council President Pro Tem Kleid, and seconded by Council Member Townsend, that Variance #19-2015 be granted and find, in support thereof, that all of the criteria applicable to this application as set forth in Section 134-201(a), items 1 through 7 have been met. On roll call, the motion carried unanimously.

3. Other

a. 1906 South Ocean Boulevard Tunnel Improvement

1. Construction Management Agreement Revision

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

Director of Planning, Zoning, and Building Page provided a brief history of the project and the reasons for the revisions requested by the applicant.

Zoning Administrator Castro provided additional Staff comments and recommended that a specific timeframe be incorporated into the agreement if the request is approved.

Discussion ensued regarding FDOT regulations and timing of the final milling and resurfacing.

Motion was made by Council President Pro Tem Kleid, and seconded by Council Member Townsend, to approve the following construction management agreement revisions:

- Final milling and resurfacing to occur in May 2016
- Final milling and resurfacing shall not exceed four days

On roll call, the motion carried unanimously.

2. Extended Work Hours Request

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

Attorney Ziska provided an overview of the request for extended hours.

Motion was made by Council President Pro Tem Kleid, and seconded by Council Member Townsend, to approve the request for extended work hours, to allow work 24 hours a day, from November 1, 2015, to November 14, 2015. On roll call, the motion carried unanimously.

- b. Sixt Rent A Car, 340 Royal Poinciana Way, Suite 324, Town-Serving Confirmation, Special Exception No. 19-2013
John S. Page, Director of Planning, Zoning, and Building

Zoning Administrator Castro requested a deferral of this item to the August 11, 2015, Town Council meeting.

Motion was made by Council Member Townsend, and seconded by Council President Pro Tem Kleid, to approve deferral of Sixt Rent A Car, 340 Royal Poinciana Way, Suite 324, Town-Serving Confirmation, Special Exception No. 19-2013, to the August 11, 2015, Town Council meeting. On roll call, the motion carried unanimously.

- c. Proposed Modifications and Changes to Chapter 134, Zoning, Related to Playground Equipment
John S. Page, Director of Planning, Zoning, and Building

Director Page provided an overview of Staff's and the Planning and Zoning Commission's proposed modifications and changes to Chapter 134, Zoning, related to playground equipment.

Zoning Administrator Castro spoke regarding basketball goals and limited hours of use, Staff's ability to address complaints from problematic activity, and appeals to Town Council.

Discussion ensued regarding playsets, basketball goal requirements, special exceptions, over-regulation, unpermitted equipment, height and screening, and consistency.

Robert Moore, 318 Bunker Ranch Road, West Palm Beach, stated that the issues concerning structures should be handled on a case-by-case basis. He also stated that playground equipment should be unregulated.

Discussion continued regarding Staff's and the Planning and Zoning Commission's recommendations related to playground equipment.

Motion was made by Council Member Moore, and seconded by Council Member Wildrick, to approve Staff's recommendations for proposed modifications and changes to Chapter 134, Zoning, related to playground equipment. On roll call, the motion carried unanimously.

Director of Planning, Zoning, and Building Page and Zoning Administrator Castro provided additional information regarding basketball goals.

Discussion ensued regarding making the hours of play consistent with the hours recent approved for Mr. Nelson Peltz's property.

Motion was made by Council Member Townsend, and seconded by Council Member Moore, to approve Staff's recommendations for proposed modifications and changes to Chapter 134, Zoning, related to basketball goals, and to establish the allowable hours of basketball play as 9:00 a.m. to 8:00 p.m. On roll call, the motion carried unanimously.

d. Par 3 Golf Course: One-Year Review, Special Exception #13-2014
Beth Zickar, Director of Recreation

Rod Gardiner, Assistant Director of Recreation, provided an overview of the Par 3 Golf Course one-year review and Staff's recommendations.

Zoning Administrator Castro stated that Pizza Al Fresco, operator of the Clubhouse Restaurant, requested a service door to close off the south side of the veranda from public use.

Discussion ensued regarding the proposed door and bringing it to ARCOM first for their recommendations.

Motion was made by Council President Pro Tem Kleid, and seconded by Council

Member Moore, to permanently approve three additional parking spaces, one-way drive isles in the parking lot, and the provision of valet services, and to conditionally approve twelve events per year inside the Clubhouse, which can last until midnight, and twelve events per year on the outside patio, which can last until 10:00 pm., for an additional year. On roll call, the motion carried unanimously.

By consensus of the Town Council, the issue regarding the service door was deferred until the Architectural Commission could hear the matter and provide their recommendations.

VIII. ORDINANCES – None

IX. ANY OTHER MATTERS – None

X. ADJOURNMENT

There being no further business, the July 15, 2015, regular Town Council meeting was adjourned at 1:00 p.m.

APPROVED:

Michael J. Pucillo
Town Council President

ATTEST:

Susan A. Owens, MPA, MMC
Town Clerk

Date _____

TOWN OF PALM BEACH

Town Council Meeting on: August 11, 2015

Section of Agenda

Minutes

Agenda Title

MINUTES: JULY 16, 2015

Approval of the Minutes of the Special Town Council Meeting

Presenter

Susan A. Owens, MMC, Town Clerk

Supporting Documents

- [Minutes of the Town Council Meeting Held on July 16, 2015](#)

**MINUTES OF THE SPECIAL TOWN COUNCIL MEETING
HELD ON THURSDAY, JULY 16, 2015**

I. CALL TO ORDER AND ROLL CALL

The Special Town Council meeting was called to order on Thursday, July 16, 2015, at 9:30 a.m. in the Town Council Chambers. On roll call, all of the elected officials were found to be present.

II. PLEDGE OF ALLEGIANCE

Council President Pucillo led the Pledge of Allegiance.

III. APPROVAL OF AGENDA

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

IV. COMMUNICATIONS FROM CITIZENS – 3 MINUTE LIMIT

Lewis Crampton, 2335 S. Ocean Blvd., Citizens Association Chair, spoke regarding the Association's three priorities: the Coastal Management Program, establishing a rollback tax rate for homesteaded properties and getting as much revenue from the County as possible, and a utilities financing plan that uses money judiciously alongside a bonding plan.

Discussion ensued regarding Coastal Management Program costs.

Ned Barnes, Palm Beach Civic Association, on behalf of Pat Cooper, expressed the Association's concerns regarding any tax increase.

V. TOWN MANAGER'S OVERVIEW OF THE PROPOSED FY16 BUDGET

[Thomas G. Bradford, Town Manager]

Town Manager Bradford provided an overview of the proposed FY16 budget.

A. General Fund

B. Debt Service Fund

C. Capital Improvement Funds

1. Pay As You Go Capital Improvement Program

2. Accelerated Capital Improvement Program

3. Coastal Protection Program

D. Recreation Enterprise Fund

(Clerk's Note: The following resolution was taken out of order and heard after Item No. IX.)

1. **RESOLUTION NO. 95-2015** A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Amending Recreation Department Fees for Fiscal Year 2016 and Granting Authority to the Director of Recreation to Modify Daily Tennis and Golf Fees, When Necessary, to Maximize Revenue During Underused Times.

Motion was made by Council President Pro Tem Kleid, and seconded by Council Member Townsend, to approve Resolution No. 95-2015. On roll call, the motion carried unanimously.

E. Internal Service Funds

1. Health Insurance

2. Risk Management

3. Equipment Replacement Fund

F. Trust and Agency Funds

1. Pension Funds

2. OPEB Trust

G. Review of General Fund and Recreation Fund Program Revenues and Expenditures for FY2016.

Discussion ensued regarding this being one of the largest budgets proposed, beginning calculations from where the Town came in for FY 15 and not what was originally budgeted, what would be collected in taxes if the millage rate was maintained, increased spending, reducing the budget, the amendments from yesterday's meeting, underfunding

of projects, County reimbursement formulas and funding impacts, public beach access points, stability of County beach funding, dealing with estimated shortfalls, getting the Town's fair share of County funding, historical policy differences in pursuing county, state, and federal funds, other coastal management funding opportunities, using taxes to deal with the estimated coastal management shortfall, whether the Town is over-accrued in some funds, using contingency funds and/or funds from outside the General Fund to address the shortfall, the amount of reserves, proposed new positions, use of contractors, calling a Finance and Taxation Committee meeting to go over the budget line by line, directing Staff to find additional cuts, lowering reserves, coastal management cost issues, bonding projects, groin funding and project reductions, old debt being paid off allowing for new borrowing, and general obligation bonding capacity.

Motion was made by Council Member Townsend, and seconded by Council Member Moore, to direct Staff to reduce the proposed budget by a minimum of \$100,000, and to reduce the millage rate accordingly. On roll call, the motion carried 4-1, with Council Member Wildrick dissenting.

Town Manager Bradford stated that the new millage rate would be 3.3391; however, Staff will advertise 3.3779 as the proposed millage rate just in case there are any last minute, unforeseen costs that need to be addressed between now and the budget hearings.

- VI. RESOLUTION NO. 91-2015** A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County Florida, Approving a Proposed Operating Millage Rate of 3.3779 for the Tentative Fiscal Year 2016 Budget; Approving the Computed Rolled Back Millage Rate of 3.1184 to be Provided to the Property Appraiser in Accordance with F.S. 200.065; Establishing the Date, Time and Place of the First and the Final Budget Hearings to Consider the Proposed Millage Rates and Tentative Fiscal Year 2016 Budget and Directing the Town Manager to Transmit this Information to the Property Appraiser of Palm Beach County in Accordance with the Requirements of F.S. 200.065.
[Thomas G. Bradford, Town Manager]

Motion was made by Council Member Wildrick, and seconded by Council Member Moore, to approve Resolution No. 91-2015. On roll call, the motion carried unanimously.

- VII. RESOLUTION NO. 89-2015** A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Relating to the Worth Avenue Improvement Project; Establishing the Estimated Assessed Cost Against the Properties that will be Benefitted Thereby; Directing the Town Manager to Prepare an Updated Assessment Roll; Establishing a Public Hearing to Consider Approval of the Assessment Rolls and Reimposition of the Maintenance Assessments and their Collection Pursuant to the Uniform Assessment Collection Act; Directing the Provision of Notice; and Providing for an Effective Date.

Town Manager Bradford provided an overview of the assessment.

Motion was made by Council President Pro Tem Kleid, and seconded by Council Member Townsend, to approve Resolution No. 89-2015. On roll call, the motion carried unanimously.

VIII. RESOLUTION NO. 90-2015 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Relating to the Peruvian Avenue Improvement Project; Establishing the Estimated Assessed Cost Against the Properties that will be Benefitted Thereby; Directing the Town Manager to Prepare an Updated Assessment Roll; Establishing a Public Hearing to Consider Approval of the Assessment Rolls and Reimposition of the Maintenance Assessments and their Collection Pursuant to the Uniform Assessment Collection Act; Directing the Provision of Notice; and Providing for an Effective Date.

Town Manager Bradford provided an overview of the assessment.

Motion was made by Council Member Townsend, and seconded by Council Member Moore, to approve Resolution No. 90-2015. On roll call, the motion carried unanimously.

IX. RESOLUTION NO. 94-2015 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Establishing the Non-Ad Valorem Assessment Rates for Commercial Solid Waste Collection; Providing an Effective Date.

Town Manager Bradford provided an overview of the assessment.

Motion was made by Council Member Moore, and seconded by Council President Pro Tem Kleid, to approve Resolution No. 94-2015. On roll call, the motion carried unanimously.

VIII. ANY OTHER MATTERS

Council Member Townsend spoke regarding Palm Beach Island Cats and requested that the Town fund them in the amount of \$100 so that they can hold more than two charitable solicitation events per year.

Discussion ensued regarding Palm Beach Island Cats performing a public welfare function that normally would have been performed through public funding, how funding through the budgetary process affects the number of charitable solicitations an organization can have in a given year, and other organizations making similar requests.

Motion was made by Council President Pro Tem Kleid, and seconded by Council Member Moore, to allocate \$100 to Palm Beach Island Cats in the fiscal year 2016 Town budget on the basis that they are performing a public function which the Town would have to bear the cost of otherwise. On roll call, the motion carried unanimously.

Mayor Coniglio spoke regarding the Lake Worth Inlet Dredging Project timeline and the anticipated revenue shortfall that the Army Corps will be requesting that the Town fill. Additional funding opportunities were identified; however, in order to move forward with the Project, the Corps needs someone to front them \$1.7 million. The County is able to provide these funds; however, it would be from the funds that were previously allocated for the Reach 7 Project. She expressed concerns that coastal projects have not been falling within budget, and that the shortfalls may be even more than anticipated. The Mayor recommended that the Town continue to work with the Army Corps and press them to find additional funding sources to fund their own shortfall and that the Town dig deeper into the tourist development funds to make sure that we have a continued funding source and determine in our long range plan if we can count on them. She announced that there will be two interlocal agreements with the County coming before the Town Council in August, one for the Sand Transfer Plant and one for the Mid-Town Beach Project. She expressed her concerns regarding both matters.

It was the consensus of the Town Council to approve Mayor Coniglio's recommendations to continue to work with the Army Corps and press them to find additional funding sources to fund their own shortfall and to dig deeper into the tourist development funds to make sure that the Town has a continued funding source, and to grant her the discretion to act as she deems appropriate in these discussions going forward.

Mayor Coniglio stated that she will report back with more information at the August 11, 2015, Town Council meeting.

Director of Public Works Brazil spoke regarding the set of interlocal agreements the Mayor mentioned will be coming forward in August memorializing the cost sharing for the Phipps Project and the Sand Transfer Plant.

Discussion ensued regarding the expected quantity of sand to be dredged from the Lake Worth Inlet Dredging Project and project costs.

Town Manager Bradford requested conceptual approval of the proposed EMS transport fee increases and authorization to bring a resolution regarding same before the Town Council in August. He also requested conceptual approval of the creation of a Par 3 Clubhouse Maintenance Improvement Fund and authorization to bring a resolution regarding same before the Town Council in August.

Discussion ensued regarding the proposed Par 3 Clubhouse Maintenance Improvement Fund and how it would be funded.

It was the consensus of the Town Council to conceptually approve the proposed EMS transport fee increases and creation of a Par 3 Clubhouse Maintenance Improvement Fund, and to authorize Staff to bring forward resolutions regarding same at the August 11, 2015, Town Council meeting.

1 **IX. ADJOURNMENT**

2
3 There being no further business, the July 16, 2015, Special Town Council meeting was
4 adjourned at 11:30 a.m.
5

6
7 APPROVED:
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10
11
12 _____
13 Michael J. Pucillo
14 Town Council President

15 ATTEST:
16

17
18
19
20 _____
21 Susan A. Owens, MPA, MMC
22 Town Clerk

23 _____
24 Date

TOWN OF PALM BEACH

Town Council Meeting on: August 11, 2015

Section of Agenda

Minutes

Agenda Title

Approval of Major Matters Considered by the Architectural Commission
at its Meeting of July 22, 2015

Presenter

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

Supporting Documents

- [Memorandum dated July 31, 2015 from John S. Page, Director of Planning, Zoning and Building](#)
- [Minutes of the Architectural Commission Meeting of July 22, 2015](#)

TOWN OF PALM BEACH

Information for Town Council Meeting on: August 11, 2015

To: Mayor and Town Council

Via: Thomas G. Bradford, Town Manager

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

Re: Approval of the Architectural Commission Meeting Minutes of July 22, 2015

Date: July 31, 2015

STAFF RECOMMENDATION

Staff recommends that the Town Council approve the major items that were approved by ARCOM at the regularly scheduled meeting of July 22, 2015.

BOARD OR COMMISSION RECOMMENDATION

The Architectural Commission recommends that the Town Council approve the major items which were considered at the regularly scheduled meeting of July 22, 2015.

GENERAL INFORMATION

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

Attachment

JSP:cmd



MINUTES
ARCHITECTURAL COMMISSION
IN THE
TOWN COUNCIL CHAMBERS
2ND FLOOR, TOWN HALL
360 S. COUNTY ROAD, PALM BEACH
WEDNESDAY, JULY 22, 2015, 9:00 a.m.

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

I. CALL TO ORDER:

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

II. ROLL CALL:

Robert J. Vila, Chairman	PRESENT
Ann L. Vanneck, Vice Chairman	PRESENT
Kenn Karakul, Member	PRESENT
Richard Sammons, Member	ABSENT (excused)
Peter I. C. Knowles II, Member	PRESENT
Martin D. Gruss, Member	PRESENT
Robert N. Garrison, Member	PRESENT
Alexander C. Ives, Alternate Member	PRESENT (arrived at 9:01 a.m.)
Michael B. Small, Alternate Member	PRESENT
Maisie Grace, Alternate Member	PRESENT

Let the record show that Mr. Small voted until Mr. Ives arrived.

Staff Members Present: John S. Page, Director of Planning, Zoning and Building, John Lindgren, Planning Administrator, and Cynthia Delp, Secretary to the Architectural Commission. Paul Castro, Zoning Administrator, Paul Brazil, Director of Public Works, and John C. Randolph, Town Attorney, were present for part of the meeting.

III. PLEDGE OF ALLEGIANCE:

IV. APPROVAL OF THE MINUTES FROM THE JUNE 24, 2015 MEETING:

MOTION BY MR. KARAKUL FOR APPROVAL OF THE MINUTES.

MOTION SECONDED BY MR. KNOWLES.

MOTION CARRIED UNANIMOUSLY.

V. APPROVAL OF THE AGENDA:

MOTION BY MR. GARRISON FOR APPROVAL OF THE AGENDA.

MOTION SECONDED BY MRS. VANNECK.

MOTION CARRIED UNANIMOUSLY.

Mr. Page referenced the voting conflict form filed by Mr. Sammons at the last meeting regarding 475 North County Road.

Mr. Page, noticing that Mr. Ives had arrived, stated that Mr. Ives will be voting now, rather than Mr. Small.

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

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

VII. OTHER BUSINESS:

A. Discussion Item: 230 South Ocean Boulevard – Landscaping

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

Mr. Lindgren provided some initial background. The cabana had been approved some time ago and had returned to ARCOM last month for some glass panels which were approved by ARCOM. Mr. Lindgren read the motion from the original approval into the record, which referenced certain landscape conditions. The landscape was to return to ARCOM as a new and separate application. The approval summary letter issued by the Town reflected that landscape approval was required. The architect does not feel that the landscape needs to return to ARCOM because they have made no changes to it.

Jose Gonzalez, Gonzalez Architects, stated that no changes have been made to the landscape on the site. The landscaping on the site is either the landscape that was previously approved when the pool was done, or was existing even prior to that. This issue needs to be clarified to enable the issuance of a certificate of occupancy, and/or final inspection.

Commission Comments: The entire structure is more subtle and smaller than we had originally thought...very pleasing; not sure if there is any need for a high hedge to obscure it in any way; beautifully maintained and contributes; I voted against it because I was not in favor of the suggested Silver Buttonwood, so I support not having it there.

MOTION BY MRS. VANNECK THAT NO ADDITIONAL LANDSCAPE REVIEW IS NECESSARY.

MOTION SECONDED BY MR. IVES.

MOTION CARRIED UNANIMOUSLY.

VIII. PROJECT REVIEW:

A. MAJOR PROJECTS-OLD BUSINESS:

B - 068 - 2015 Pump Station

ARCOM TO MAKE RECOMMENDATION RELATIVE TO VARIANCE(S)

Address: 1060 N. Lake Way

Applicant: Town of Palm Beach

Architect: Kimley-Horn and Associates, Inc.

Project Description: Re-design the D-10 storm water pump station by raising the height of a portion of the existing building.

At the June meeting, a motion carried that implementation of the proposed variances will not cause negative architectural impacts to the subject property. A second motion carried to defer the architecture for further study of the beautification of the facade.

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

ARCHITECTURAL PRESENTATION BY: Mark Marsh, Bridges Marsh & Associates

TOWN STAFF MEMBER: Paul Brazil, Director of Public Works

Mr. Brazil stated that this pump station is 34 years old and is in need of rehabilitation and equipment replacement as part of the Town's capital improvement program. Work on this pump station, though approved for quite some time, has been postponed for a variety of reasons. This work is now planned for completion this year and includes replacing all controls, pumps, generators, and associated structural changes to the building as well as landscape improvements. Subsequent to the informal review last month by ARCOM, the Town Council has approved the necessary variances for the project. Mr. Brazil called for Mark Marsh to present the revised plans.

Mr. Marsh presented the project in accordance with the revised plans with design elements to include: East elevation is the most exposed elevation showing Tuscan elements, Doric columns, cornice toward top of parapet; aluminum fish scale element to mask the more commercial looking ventilation louvered grills; hoist element and all other industrial elements to be painted black; north facade to be painted dark green in deference to neighbor to north; Areca Palms or Ficus to screen north side of trail; and, color – Benjamin Moore #943 Spanish White.

Commission Comments: If we are going through the trouble of creating an architectural statement that is aesthetically pleasing for this pump house, and there is historic precedent for that...why put hedges all the way around to hide the building?; the hoist bar will rust...so it will have to be well maintained; prefer Ficus over Arecas because the Arecas will encroach on the walkway, and Ficus will be more in balance with neighbor's property; totally unnecessary to paint one facade green...a building should be a building and stay the same color; the architectural embellishment was requested since the building will now be larger and taller; no problem with making the north facade green to appease the neighbor; well done...it was possible to make the building more interesting; would prefer if the lift was less visible; and, acceptable with two colors.

MOTION BY MR. GARRISON FOR APPROVAL AS PRESENTED, WITH FICUS AS THE LANDSCAPING.

MOTION SECONDED BY MR. KARAKUL.

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

B - 054 - 2015 Landscape/Hardscape

Address: 300 S. Ocean Boulevard

Applicant: 300 South Ocean Boulevard Apartments Inc.

Architect: Paradelo & Fleck Design

Project Description: Reconfiguration of pedestrian entry to south building entrance; addition of new parking lot column features; and renovation of landscaping for affected area.

At the June meeting, a motion carried to defer to the July meeting for re-study of the columns and entry pedestals to be more cohesive with the architecture of the building and have a greater relationship to the north side entry, and bring material samples.

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

LANDSCAPE PRESENTATION BY: Andres Paradelo, Paradelo and Fleck Design

OTHERS WHO TESTIFIED: Paul Castro, Zoning Administrator

Mr. Paradelo presented revised plans in response to the comments from the last meeting. Changes include: Columns at entrance to parking lot made more square and simplified; decreased width of driveway entrance from 20 ft. to 12 ft.; squared off columns at building entrance. Design elements include: Remove asphalt at driveway apron and replace with grey pavers in ashlar pattern with a 4"x8" paver border; similar pavers for walkways; remove handicap parking space and re-stripe parking spaces; Clusia hedge, colonnade of palms, and other plantings as presented leading into building entrance; extend pavers toward pool terrace and toward private garden.

Commission Comments: Cleaner and more consistent with building...good job; the pedestals are a missed opportunity to bring the distinct characteristics of the building details into the design; why place any columns at the entrance to the parking lot?...these look like an afterthought...do landscaping instead; issue with the wall (D1) with the scallop adjacent to the pier; raise the pier up to 8'6" with a cap on it; there is a growing respect for mid-century modern design in town, so it is a missed opportunity if you don't use the building's design features on the pedestals; prefer enhanced landscaping and no pedestals at driveway entrance; and, significant concern with the elimination of the handicap parking space.

Mr. Paradelo stated that he had met with Paul Castro, Zoning Administrator, who sanctioned the removal of the handicap parking space.

MOTION BY MR. GARRISON TO APPROVE THIS, REMOVE THE PEDESTALS FROM THE FRONT, AND PROVIDE AT LEAST ONE HANDICAP PARKING SPACE AND DO AWAY WITH THE LITTLE NOTCH (IN THE WALL ON D1).

Mr. Castro testified that he had no recollection of the aforementioned discussion relative to the handicap parking space, but noted that it is the Building Official's ruling which must be followed. Mr. Castro did not believe that the handicap parking space could be eliminated.

MR. GARRISON CLARIFIED THAT HIS MOTION INCLUDES AT LEAST ONE HANDICAP PARKING SPACE, EVEN IF IT IS NOT REQUIRED.

MOTION SECONDED BY MRS. VANNECK.

MOTION CARRIED UNANIMOUSLY.

B - 058 - 2015 New Residence

Address: 304 Garden Road

Applicant: Palm Beach Housing Investment, LLC

Architect: Roger P. Janssen, Dailey Janssen Architects

Project Description: Construction of a new two-story residence, pool, landscape and hardscape. Building and Trim Color-White; Shutters-Dark Blue; Roof-Flat Grey concrete tile
At the June meeting, a motion carried to defer the architecture to July for further study of the north facade, interior courtyard and details. A second motion carried to defer the landscape to July.

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

ARCHITECTURAL PRESENTATION BY: Roger P. Janssen, Dailey Janssen Architects

LANDSCAPE PRESENTATION BY: Frank Meroney, Environment Design Group

Mr. Janssen presented revised plans pursuant to the comments made at the last meeting. Changes include: Refined front facade; eliminated double gable for single gable; eliminated elliptical windows for smaller double hung sash windows with Colonial shutters; replace proposed entrance with simple Doric portico with iron railing at French doors at second floor landing; assorted fenestration changes as presented; lowered roof at hyphen connecting main house to garage wing; added articulation at garage wall with trellis and vines, and the same on garage at rear.

Mr. Meroney continued with the revised landscape hardscape plans showing the addition of double Alexander Palms at the garage entrance, on the alley side, in response to Mr. Karakul's request last month. He presented paving samples in cast stone and old Chicago brick.

Commission Comments: Nice job to make the street facade more successful; knowing what is on Garden Road, this house is larger than the largest house on the street...very much against the massing; the aesthetic changes presented are for the better; why are you doing the Podocarpus columns that way?...odd; use of Bamboo is a concern; you cleaned it up and it is handsome; we looked at the massing and it all seemed to work; the scale of the landscaping needs to be as strong as possible so it is a true complement and enhances scale of house; this really stands out from the rest of the neighborhood...imposing and will dominate over the street; the scale is out of character with the neighborhood; I think you get away with the scale because it is on a corner; my objection is that "wart" on the first floor that sticks out...hide it as much as possible because it destroys the front of the house; we should insist that there be some stone trim on a house of this size; you have done what we asked last month...this is a very prominent lot on corner...you've done this well...it will enhance beauty of street; also prefer stone trim at windows and base...OK with massing; imperative to give it some class with subtle stone trim; there were many Volk houses that had no stone or trim and were fairly large; this stone trim must be thought out and would like to see detailing.

MOTION BY MR. GARRISON TO APPROVE THE HOUSE WITH THE IDEA THAT YOU COME BACK NEXT MONTH AND SHOW US THE STONE DETAILING AND THE DETAILING OF THE HOUSE.

MOTION SECONDED BY MR. IVES.

MOTION CARRIED 6-1, WITH MRS. VANNECK OPPOSED.

It was clarified that the approval includes the landscaping.

B - 059 - 2015 New Residence

Address: 216 Sandpiper Drive

Applicant: LC Homes of South Florida, LLC

Architect: Roger P. Janssen, Dailey Janssen Architects

Project Description: Construction of new one-story residence, pool, landscape and hardscape.

Building Color-Off White: Trim-White; Shutters-Blue/Black; Roof-Off White Cement Tile

At the June meeting, a motion carried to defer the architecture and landscape to July.

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

ARCHITECTURAL PRESENTATION BY: Roger P. Janssen, Dailey Janssen Architects

Mr. Janssen presented revised plans pursuant to the comments at the last meeting. Changes include: Entry portico is smaller and more delicate; added trellis around garage; lowered roof pitch; changed fenestration in rear (1 center arch instead of 3). As a result of some of the ex parte meetings, north and south alternate elevations, for the entry and the rear, were presented on the ELMO projector. The alternate entry design shows a gable element with diagonal louvers. The alternate rear elevation shows a continued hip roof instead of the gable end with the arch at the center.

Commission Comments: Good compromise...nice that you brought it down, but it still looks tall; concern regarding design of door with panels done in tongue and groove slanted wood...rarely seen in situation like this...it is overwrought and needs simplification; vast improvement in the massing; avoid the arches in the rear; the alternate elevations are better, but the front door, and the whole front entrance is not in proportion...needs re-study; this building takes every square inch of the available lot; concern with very complicated roof plan...simplify...how about some modified hips with some flat sections; roof will be disaster to build and expensive to re-roof; re-study garage doors...don't call attention to them with the tongue and groove treatment; the large Medjools at the pool corners look so monumental and look out of place; question the need for this type of trim on all of these windows; less trim is better on a smaller house; concern with arched Coconuts on north street elevation; conflict between landscape shown on plans vs. elevations; blue aluminum shutters inconsistent; remove some trim; hip entrance is good, but simplify it and make it classic; study the materials; have seen too many blue shutters on your buildings; and, also sensitive to neighbor's comments regarding pitch of roof.

MOTION BY MR. GARRISON TO DEFER FOR RE-STUDY WITH THE COMMENTS, ESPECIALLY THE FRONT ENTRANCE TO BE RE-DESIGNED AND SIMPLIFIED, AND THE COLORS, AND SIMPLIFY THE DETAILING.

MOTION SECONDED BY MRS. VANNECK.

MOTION CARRIED UNANIMOUSLY.

It was clarified that the landscaping was also deferred for re-study.

B - 062 - 2015 New Residence

Address: 200 S. Ocean Boulevard

Applicant: 200 South Ocean Blvd. 2014 LLC

Architect: Peter D. Moor, Moor & Associates, Architects, P.A.

Project Description: The proposed project includes a new 5817 sq. ft. two-story residence, pool and landscaping. No improvements to the beach parcel at this time. The Bermuda style lends itself to localized symmetries, both formal and informal, to address its corner location at South Ocean Boulevard and Seabreeze Avenue. Walls are pale pink stucco, white slurry over concrete roof tile, Essex Green wood shutters, white trim and brick hardscapes.

At the June meeting, motions carried to defer the architecture and the landscape to the July meeting.

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

ARCHITECTURAL PRESENTATION BY: Peter D. Moor, Moor & Associates, Architects, P.A.

LANDSCAPE PRESENTATION BY: Matt Jackman, Nievera Williams Design

Mr. Moor presented revised plans pursuant to the comments made last month. He was pleased to announce that he had reached out to the neighbor, Mr. Ecclestone, and his architect, Jeffery W. Smith, and received approval of the revised plans from both parties. Mr. Moor proceeded directly to the revisions to the north elevation, now showing an al fresco stairway and an almost symmetrical elevation on the north facing main block of the house. Let the record show that Mr. Moor presented a model of this project together with a model of the neighboring house which his firm also designed.

Commission Comments: Like the project, the quality of the materials, scale, etc.; great work with the neighbor to simplify that facade; really like what you did with the north elevation, but suggest the elimination of the small window at the pantry; like the front elevation with the four bays; in looking at the garage, just make a break in the wall, even if just 1 foot; concern regarding parking for visitors and how visitors arrive at front door; concern regarding interior planning, especially the distance from kitchen stove to the dining room table which will prove very inconvenient; why is there a dinner table on the front terrace in such a public area?; the house used to have curb cuts on South Ocean Boulevard...keep them for easy arrival at front door [*Note: Mr. Lindgren responded that Public Works will not allow the South Ocean Boulevard curb cuts to continue since this is now a new house.*]; plan sheet AC1.3, roof on northwest corner is complicated...how about a modified hip with flat section; question the choice for no gutters; attractive and well-studied; romantic way to come in off the side and take gravel path to enter house; prefer no curb cuts off South Ocean Boulevard; appreciate the changes you made, and being able to walk up to front door, the lack of a car drop off, and, no high hedges on north side; sorry you had to change the north elevation; still some fine tuning needs to be done to floor plan, roof plan and exterior detailing.

Mr. Jackman continued with the revised landscape/hardscape plans pursuant to the comments at the last meeting, especially regarding the east lawn. The revised plans now reflect curved palms for a more whimsical look and Silver Saw Palmetto clusters behind the low wall to break up the wall on the elevation. On the north elevation, Thatch Palms, European Fan Palms and Green Island Ficus were added, in addition to the arches of tall Seagrapes. Screening at the pool was beefed up by adding Travelers Palms, Coconut Palms, and Screw Pines. A brick apron was added on Seabreeze. Other hardscape: Driveway is pea gravel, with the brick apron, brick landings,

brick pool copings, brick covered loggias, coral terraces, and coral random walkways in two locations.

Commission Comments: The two front Coconuts are too straight...really disturbing...should be curved; might prefer elimination of the two straight palms, and possibly a third one; the palms in the front enhance the whole drive along the ocean; and, a real complement to neighborhood with a lot of attention to detail.

MOTION BY MR. KARAKUL FOR APPROVAL AS PRESENTED, WITH A FEW CHANGES, THAT BEING AN INCREASE IN THE CURVED COCONUTS AND TO STUDY AND CHANGE THAT PIECE OF ROOF ADJACENT TO THE GARAGE. IT WAS CLARIFIED THAT THE FRONT 2 COCONUTS ARE TO BE CURVED, BUT THERE DOES NOT NEED TO BE AN INCREASE IN THE NUMBER OF COCONUTS. MOTION SECONDED BY MRS. VANNECK AND MR. GARRISON SIMULTANEOUSLY. MOTION CARRIED UNANIMOUSLY.

It was also clarified that the project does not have to return to ARCOM for the roof changes. This can be processed as a staff approval in coordination with the Chairman.

Let the record show that there was a short recess from 11:02 a.m. to 11:15 a.m.

[B - 108 - 2014 New Mixed Use Condominium/Commercial](#)

Address: 221 & 231 Royal Poinciana Way, Sunset Avenue, 214 Sunset Avenue, 216 Sunset Avenue

Applicant: T3 Family Investments, LLC

Architect: Roger Janssen, Dailey Janssen Architects

Original Project Description: Construction of a 120,525 square foot, two (2) story mixed use condominium structure with 100 underground parking spaces, 26,204 square feet of commercial space on the first floor and six (6) residential units on the second floor totaling 36,179 square feet (34,618 square feet under air). Building Color-Off White; Roof-Terra Cotta Clay Barrel tile; Trim-Terra Cotta

At the September meeting, after review of the project, a motion carried for deferral to the October meeting. At the October meeting, after review of the project, a motion carried for deferral to the November meeting. At the November meeting, after review of the project, a motion carried for deferral of the architecture and a second motion carried for deferral of the landscaping. At the December meeting, a motion carried that implementation of the proposed variances will not cause negative architectural impacts to the subject property. A second motion carried "to send this to the Town Council approving the schematic plan of this project and that it is deferred for the final architecture to February so that in February the applicant can come back with all of the requirements shown from the variances that were granted or not granted and the details and materials presentation of each building, and then in February, that we take this up." At the February meeting, staff recommended deferral to the March meeting, due to the deferral at the Town Council level. At the March meeting, a motion carried for deferral to the May meeting as requested by the applicant, but ARCOM noted that was the final deferral. At the May meeting, a motion carried to approve the site plan as presented, but to come back in July with the details as discussed. A second motion carried to defer the landscape to July.

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

ARCHITECTURAL PRESENTATION BY: Roger Janssen and Jason Skinner, Dailey Janssen Architects

LANDSCAPE PRESENTATION BY: Chuck Yannette, Parker Yannette Design Group

COLOR PRESENTATION BY: Veronica Bower, Color Specialist

Mr. Janssen announced that the project received Town Council approval of the site plan, pursuant to the recommendation from ARCOM. Since the May meeting, a color specialist was brought into the design team per ARCOM's request, and changes were made to the architectural and landscape plans for presentation today.

The following is a list of changes made to the plans as presented by Mr. Janssen:

General

1. The finish floor elevation of the project has been lifted to 8.5 feet NGVD per the recently adopted changes to the base flood elevation of commercial projects.
2. The peak of the garage ramp has been lifted to 8.5' NGVD to provide better flood protection for the sub-basement.
3. Although the B.F.E. has increased, the town's point of measurement currently remains at 7.5 feet NGVD. Therefore, 6 inches has been subtracted from the 2nd floor to ceiling dimension to comply with code height requirements.
4. Veronica Bower – A New Hue, color consultant, has provided alternate paint, awning and window colors for all six buildings. The specific material selections are listed on the individual building elevation drawings.
5. All spear supports at loose canvas awnings have been adjusted to have a steeper angle.

Building 1:

1. The single casement window with shutters on the south and west tower elevations has been changed to a double inswing French casement.
2. The archivault detail at the south balcony doors has been modified.
3. The archivault detail at the south loggia has been modified.
4. The lunette awnings have been removed.
5. The awnings on the south and east elevation of the southeast corner have been changed to striped awnings.
6. The metal railing design at the north and west balconies has been modified.
7. The elaborate metal grill detail on the east elevation has been simplified.

Building 2:

1. The half-timber detailing has been eliminated.
2. The retail entry on the west side, labeled St. Tropez, has been simplified.
3. The pergola has been removed from the residential garden area.
4. The three staggered stair windows have been changed to one large window.
5. The north loggia column design has been simplified and re-proportioned. The north gable end windows have been changed to tall arched windows and the blank stucco recesses have been eliminated.

Building 3:

1. The cast stone planters have been changed to Terra Cotta.
2. All awnings have been removed.
3. Lancet windows throughout have been modified to change scale and detailing.
4. The residential entry has been redesigned.
5. Window configuration and spacing above Testa's entry and folding doors has been changed.
6. The loggia openings along the via side of Testa's south dining loggia have been changed.
7. The modillions at the tower cornice have been modified.
8. The second floor bays at the north and west sides have been redesigned.

Note: Regarding Building 3, Mr. Janssen presented (on ELMO projector) Alternate Designs A&B for the west elevation. ARCOM preferred Alternate Design B.

Building 4:

1. The window and balcony surrounds at the north east corner have been redesigned.
2. The residential garden wall has been shifted proud of the building façade.
3. The pelican reliefs have been removed from the stone keystones at the east loggia.
4. The bollards have been removed from the garage entry.
5. The awnings over the garage entry have been removed and replaced with a trellis.
6. The loading bay gates have been changed to full height doors.

Building 5:

1. The east and west wings of the north elevation have been revised to create an asymmetrical composition.
2. The middle loggia arch heights have been lowered.
3. The residential entry feature has been simplified and the barrel tile cap has been reduced in scale.
4. The closed decorative shutters on both sides of the residential entry have been eliminated.
5. The closed decorative shutters on the 2nd floor loggia have been removed.

Building 6:

1. The large awning on the north elevation has been changed to a striped awning.
2. The double shutters at the single window on the west elevation have been changed to a single shutter to match the other openings.
3. The recessed stone splayed openings have been changed to stone casing.
4. All miter joints in stone surrounds have been removed.

Commission Comments:

Building 1: You have done what we asked.

Building 2: Consider reducing the width of the "donkey door"; prefer the prior 3 windows at the stair to the change to 1 window

Building 3: Recommend variety of fine lighting; simplify the entrance; issue with creating timbering; still have planters shown on Sheet 29...thought they were going to be removed or modified.

Building 4: How will parking be handled?; Town Council has approved all parking related issues.

Building 5: Issue with width of arch...seems tight; need to see lanterns specified for the entire project; east elevation balcony support looks a little skimpy, given the projection...beef it up or make it narrower.

Building 6: The framed awnings look so bad.

Mr. Janssen continued with a description of building details pursuant to Mr. Vila's request. Members did not like the dark color of the pecky cypress shown in the plans, preferring the cypress with a light wash or a color half-way between.

Veronica Bower, certified and licensed color consultant, provided a presentation relative to the revised color palette for the buildings as follows: (Note: Ms. Bower provided 8"x8" two coat painted color swatches i.e., what it will actually look like)

Buildings 1 and 4: Building Body-Benjamin Moore #2175-60 Light Salmon, Shutters – Avon Green HC-#126, Windows – Slate (factory color), Pecky Cypress Wood – stained, Cladding – smooth Florida keystone (#1), and same color tone acid washed cast stone to emulate limestone (#4), and Tunisian accent tiles for paving

Commission Comments: Cypress should not be dark brown...should be grey/white washed pickling; all cypress should have the same treatment on all buildings.

Buildings 2 and 5: Building Body-Benjamin Moore Hot Spring Stones #AC-31, Shutters - #OC-5 Maritime White, and Windows-Van Deusen Blue (special made color)

Commission Comments: Concern with these two back to back buildings having same coloring when the focus had been to make the buildings distinct; colors will vary on a building facing south vs. a building facing north.

Buildings 3 and 6: Building Body-Benjamin Moore Linen White #PM-28, Shutters – Mesa Verde Tan #AC-33, Windows – Pumpkin Spice (factory color)

Ms. Bower noted that all three body colors are mid-tone pastels. Awnings were shown as black and white striped awnings throughout. There was significant discussion relative to the awning colors, and striped vs. single color, etc. Since the Commission was not in favor of black solid or striped awnings, Ms. Bower suggested alternate color choices for the awnings: light grey, or if a color is desired...forest green or admiral navy. There was resounding support for forest green solid awnings.

Chuck Yannette continued with the landscape/hardscape. He presented cast coral as the preferred paving material instead of authentic coral in consideration of longevity. The members cautioned that the coral should not have a yellow cast, and requested that the applicant return with an accurate sample. Other materials include Old Chicago brick as a border, tabby in the arcades, decorative tile insets and 2x2 coral in the courtyard areas, authentic coral planters and fountain features, and many imported Italian terra cotta pots and some pots with a blue glaze. Plantings along Royal Poinciana Way, together with planters, railings, etc. were discussed at length. There were some landscape changes along Sunset Avenue as a result of the architectural symmetry being changed. Mr. Yannette is considering a change to the Callophyllum trees on Sunset.

Commission Comments: Why not use tabby everywhere?; to keep authenticity, it would be a major mistake to put new tabby everywhere...need mixture...need cast stone in acceptable color;

prefer planters rather than railings along Royal Poinciana Way; perhaps alternate planters and railing, or have some pots in different sizes and some planters; not in favor of the bushes (topiaries) between the columns; the plan shows Eugenia between the planters...it will be dead in a week; use classic Italian pots for Bougainvillea; scale of plants in pots needs to be more mature; mix up the plantings...no topiaries...use more Florida plants and vary them...it's a little too formal; suggest more Florida trees to replace Callophyllum on Sunset...shade trees requested, but definitely no Oaks.

MOTION BY MR. GARRISON TO APPROVE THE ARCHITECTURE AS SUBMITTED WITH THE CAVEAT THAT THEY COME BACK WITH THE RIGHT BOARDS, AND THE BOARDS ARE SUBMITTED TO THE DEPARTMENT, AND THAT WE GET THE RIGHT STAIN ON THE CYPRESS, BUT THAT BASICALLY, THE ARCHITECTURE IS APPROVED AS SUBMITTED, AND DEFER THE LANDSCAPING BASED ON THE COMMENTS THAT WE MADE TODAY. IT WAS CLARIFIED THAT THIS APPROVAL INCLUDES BUILDING #3, WEST ELEVATION, ALTERNATE DESIGN B, AND THE MINOR CHANGES TO THE ARCHITECTURE AS A RESULT OF THE COMMENTS TODAY.

MOTION AMENDED BY MR. GARRISON TO INCLUDE APPROVAL OF THE LANDSCAPING EXCEPT FOR THE POTS AT TESTAS AND A COUPLE OF THE PLANT SELECTIONS ON BOTH SIDES.

MOTION RE-STATED BY MR. GARRISON THAT WE APPROVE THE ARCHITECTURE, AS SUBMITTED, WITH THE COLORS OF THE WOODWORK TO COME BACK; THE LANDSCAPING IS APPROVED AS WE'VE TALKED ABOUT IT WITH SOME MINOR CHANGES AND SELECTIONS. THE HARDCAPING HAS TO BE RESUBMITTED BACK TO US AT THE NEXT MEETING AND DEFERRED TO AUGUST FOR APPROVAL. IT WAS ALSO STATED THAT THE COLOR BOARDS ARE TO RETURN NEXT MONTH.

Members noted that all lighting will have to come back to ARCOM for approval at some future date.

MOTION RE-STATED BY MR. GARRISON TO APPROVE THE PROJECT WITH THE EXCEPTION OF THE LIGHTING AND WE WANT TO SEE THE SAMPLES OF THE HARDCAPE AND SAMPLES OF THE WOOD AND THE TWEAKING OF SOME OF THE LANDSCAPING (NEXT MONTH).

MOTION SECONDED BY MRS. VANNECK.

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

Let the record show that the meeting recessed for lunch from 1:00 p.m. to 2:00 p.m.

B. **MAJOR PROJECTS-NEW BUSINESS:**

B - 069 - 2015 New Residence

Address: 207 Via Tortuga

Applicant: Mr. and Mrs. Richard Crystal

Architect: Alfred A. Cilcius

Project Description: New single family one story residence with a Regency influence. Cement tile roof, stucco quoins, double hung Anderson windows, French doors, stone trim, and an open pool and spa. Building and Trim Color-White; Roof and Shutters-Grey

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

ARCHITECTURAL PRESENTATION BY: Alfred Cilcius and Lynn McCall

LANDSCAPE PRESENTATION BY: Carol Perez, A. Grant Thornbrough & Associates

Alfred Cilcius introduced Lynn McCall to make the presentation for this new single story home pursuant to the submitted plans and as described above. Design elements include: Elegant small home with garden space; two car side-loaded garage; open pool with spa; Colonial shutters; double hung Andersen windows with white frames; stucco quoins; stone trim crown molding and stone trim around the windows; and, grey shutters and roof tiles.

Ms. Perez continued with the landscape/hardscape pursuant to the submitted plans. Design elements include: Existing two large Ficus trees, 40-50 ft. tall, forming arch over drive; Montgomery Palms frame front door; Yellow Tabebuia; tropical shade garden under Ficus; more formal plantings closer to house; west side-full buffer Ficus & Arecas and Viburnum Awabuki; rear-move existing Arecas closer to property line inside 4 ft. wall; Foxtail Palms accessing the pool; Coconut Palm groupings at 25 ft. height; east side-Coconuts and Foxtails alternating with 6 ft. high wall and 8 ft. Ficus hedge.

Commission Comments: Thanks for the side-loading garage; charming; well done; great asset to neighborhood; nice to see no maxing

MOTION BY MR. GARRISON FOR APPROVAL AS SUBMITTED, BOTH THE LANDSCAPING AND THE ARCHITECTURE.

MOTION SECONDED BY MR. KARAKUL.

MOTION CARRIED UNANIMOUSLY.

B - 070 - 2015 Demolition and New Residence

Address: 310 Dunbar Road

Applicant: Mr. Peter May, c/o Kochman and Ziska

Architect: Mark Ferguson, Ferguson & Shamamian Architects

Project Description: Demolition of an existing residence constructed in 1959; architect unknown. New construction of a one story Mediterranean style house totaling 3992 square feet, pool, spa, and associated hardscape and landscaping. Building Color-Peach; Trim-limestone; Roof-terra cotta barrel tile

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

ARCHITECTURAL PRESENTATION BY: Mark Ferguson, Ferguson & Shamamian Architects

LANDSCAPE PRESENTATION BY: Brian Harrison, Nievera Williams Design

Mr. Ferguson provided a demolition report on the existing 1959 residence.

**MOTION BY MR. GARRISON FOR APPROVAL OF THE DEMOLITION.
MOTION SECONDED BY MRS. VANNECK.
MOTION CARRIED UNANIMOUSLY.**

Mr. Ferguson presented the new house pursuant to the submitted plans and as described above. Design elements include: Small house with a living room with large sliding glass doors facing north and south opening into a small courtyard and opening to a pergola to the north side which opens onto a pool; feeling of garden pavilion in front yard; three car garage; rear-arrival court and parking; cypress outriggers; cast stone window sills; true clay barrel tile terra cotta roof.

Mr. Ferguson explained that this home is to serve as the guest house for 320 Dunbar Road. The property owner actually owns 3 properties on Dunbar Road.

Brian Harrison continued with the landscape/hardscape pursuant to the submitted plans. Design elements include: Front garden with pool; grass strip paving; 4 large Medjool Date Palms around the pool; property screened from Dunbar by Ficus hedge; replace street Coconuts to provide more uniformity; existing Sabal Palms and Royal Palms to be relocated to the back of the property; east and west sides-tall hedges; southwest corner-mixed jungle feel; motor court in back leading into atrium-mix of tropical plantings; and, Ficus hedge in rear.

Commission Comments: Move the Royals further into the property so not so close to power lines; Eight Arecas on west side will be messy for the neighbors.

**MOTION BY MR. KARAKUL FOR APPROVAL AS PRESENTED, BOTH THE
ARCHITECTURE AND LANDSCAPING WITH THE EXCEPTION OF THE
LOCATION OF THE ROYALS AND THE ARECA HEDGE.
MOTION SECONDED BY MRS. VANNECK.
MOTION CARRIED UNANIMOUSLY.**

[B - 071 - 2015 Storefront Renovation](#)

Address: 206 Worth Avenue

Applicant: Max Mara Retail, Ltd.

Architect: Telesco Associates

Project Description: Removal of existing storefront display window, entry door, sign and awning. Replace existing with new burnished metal/glass display window and door. New metal sign. The project also proposes new interior fittings, cabinetry and finishes.

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

ARCHITECTURAL PRESENTATION BY: Alberto Anastasio, White Box Design Group

Mr. Anastasio presented the project for this storefront renovation pursuant to the submitted plans and as described above. Design elements include: Glass with vertical mullions with dark burnished metal frame; metal, non-illuminated sign and white Corian stone sign (raised 1/8").

Commission Comments: May need some horizontal mullions to indicate it is not a door; like the look; pleasing; hazard concern with bringing glass all the way down to the street level with no base; happy that there is no interference with upper part of facade.

MOTION BY MR. GARRISON FOR APPROVAL AS SUBMITTED.

MOTION SECONDED BY MR. KARAKUL.

MOTION CARRIED 6-1, WITH MRS. VANNECK OPPOSED.

B - 072 - 2015 Carport

ARCOM TO MAKE RECOMMENDATION RELATIVE TO VARIANCE(S)

Address: 429 Australian Avenue

Applicant: Rick Hallett (Property Manager)

Architect: Jason P. Drobot, Brasseur & Drobot Architects

Project Description: The project consists of an addition of a 2,160 square foot carport to be located at the northeast corner of the property.

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

ATTORNEY PRESENT: Maura Ziska for the applicant

ARCHITECTURAL PRESENTATION BY: Jason Drobot, Brasseur & Drobot

Ms. Ziska explained the two variances required for the project for lot coverage and rear yard setback. Mr. Drobot presented the 12 vehicle carport (10'6" tall) on the northeast corner of the property against an 11 ft. hedge. The carport awning will be the same color, will have the same valance, and will be made of the same material as exists on the entrance awning.

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

MOTION SECONDED BY MR. KARAKUL.

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

MOTION BY MRS. VANNECK FOR APPROVAL AS PRESENTED.

MOTION SECONDED BY MR. KARAKUL.

MOTION CARRIED UNANIMOUSLY.

B - 073 -2015 Landscape/Hardscape

Address: 1930 S. Ocean Boulevard

Applicant: Lloyd Miller

Architect: Wirtz Inc., Thomas Harten

Project Description: Proposed landscape development to an approved two story addition at 1930 S. Ocean Boulevard. Landscape to consist of hardscapes, driveway, entry gate, lighting and plantings.

Call for disclosure of ex parte communication: No disclosures

LANDSCAPE PRESENTATION BY: Peter Wirtz, Wirtz Inc.

Mr. Wirtz presented the project in accordance with the submitted plans and as described above.

He stated that there is ongoing construction at this site, and a previous landscape plan, but the clients called Wirtz Inc. in to re-work the landscape/hardscape plan. Design elements include: Retain wall and existing hedge; retain Ficus Green Island at base of building; keep plant material growing up facade; project has public side and private area in rear; Front: Emulates beauty of dunes with fluidity of forms and soft grading, creating a sunken area and grading soil up to top of wall; carve into existing land to create a motor court; thick cushions of Green Island Ficus like sleeping cats lying on the lawn; salt water marsh grasses. Private side: Ponds; serpentine hedges; calmness and serenity; arbor covered with Bougainvillea; garden raised from level of house, connected by stairs to house; lush shrubbery/hedges; new white gate matches other existing gate, but is slightly larger; reclaimed cobblestone surface in peacock pattern at new gate; beige brick and reclaimed cobblestone for motor court; beige brick for stairs connecting garden to house; beige brick is unifying material for all hardscape; site lighting-minimum and discreet with low bollards, underwater lighting, and lighting of a few specimen trees; Baroque bougainvillea pergola with birds that spit into pool; new small gate before enter private garden.

Commission Comments: Amazing; concern with watering requirements of marsh grasses; concern with likelihood of film on small pool due to spraying and care of Bougainvillea at the arbor; congratulations on correct design of gate; wonderful and spectacular; presentation was passionate and detailed; and, suggest that opening be pinched a bit for more mystery.

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

Let the record show that Mr. Gruss left the meeting. Mr. Small will vote in his place.

[B - 074 -2015 New Residence](#)

Address: 167 Seagate Road

Applicant: Mrs. Adele Merck

Architect: Gramatan Corporation

Project Description: Project for a new 5,370 square foot house on a corner lot across from the Sailfish Club. The Jamaican inspired Classical Revival house is white stucco with a pale grey slate roof and blue shutters. Care was given to set the building back from the street and break the volume into an "H" plan.

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

ARCHITECTURAL PRESENTATION BY: Gerard Beekman, Gramatan Corporation
LANDSCAPE PRESENTATION BY: Keith Williams, Nievera Williams Design

Mr. Beekman presented the project in accordance with the submitted plans and as described above for this new Caribbean inspired residence which was designed to be a traditional house with modern detailing. Design elements include: Entrance to house and motor court on Seagate; central living space faces large western garden; service space and garage in rear; service drive along east side to garage; entry vestibule on axis with stair hall; stair hall has clerestory windows and a turret; pool and pool cabana; entry elevation-formal and symmetrical; broken gable roof; recessed front entry; Doric pergola; Chippendale detailing on entry door; fish scale scalloped fascia at eave; pecky cypress cornice and rafters; and, attached pool pavilion.

Let the record show that Mr. Karakul left the meeting at 3:36 p.m., during commission comments on this project. All alternate members will vote.

Commission Comments: Beautiful house; totally in support of house...clearly thought out...a great addition; appreciate the addition of this beauty to the neighborhood; well organized house, but do you need the two eyebrows in the front or can you put them on the roof directly behind it?; concern regarding cars parked on street; asset to neighborhood; give staff the specific color for the pecky cypress and the blue shutters; very attractive...commend the colors and the slate roof; this stands out as a spectacular house; house is wonderful, but some reservation about the height of the house...much higher than anything surrounding it; commend the simple roof plan; roof height is OK; issue with scale of eyebrows in current location; question the choice of slate for roof because Jamaican houses don't have slate roofs, slate in hot climate will absorb heat at amazing rate, and slate is susceptible to damage from heat; suggest double insulation if use slate roof; originally, was concerned with the height, but it is so well sited.

Keith Williams continued with the landscape/hardscape presentation pursuant to the submitted plans. Design elements include: Entrance off Seagate on axis with front door; motor court in front; landscape is traditional and formal combined with contemporary elements; both symmetrical and asymmetrical elements; driveway is coral and Epay wood inserts in a diamond pattern; two tall Royals near street flanking the entrance; clipped and pleached Callophyllum under Royals and flanking front door; large Seagrape tree separating motor court from service drive; flowering tree against house; service drive is combination of coral and grass; two walled in areas on either side of service drive housing equipment and trash; gate leading back to garage area; 14 ft. Callophyllum hedge at southeast property line; toward rear, Clusia hedge and scattered Coconut Palms; Rusty Fig anchors northeast corner; north side-Clusia and Coconut Palms; citrus grove; open lawn area off west side of cabana; tall curvy Coconut Palms throughout pool area; pool is long lap pool with Epay deck floating over water; south end of pool-built in banquette with planter and terrace; dining terrace closer to house; wall covered with Confederate Jasmine vines separates pool from motor court; south elevation-varied heights of trees to create depth back to house; Bougainvillea climbing up sides of house; and, other landscape materials as presented.

Commission Comments: Questioning whether landscape/hardscape was advertised; concern with trees and power lines; Rusty Fig placed right next to neighbor's large Ficus...question placement; has neighbor to east seen service area?; suggestion to include a breadfruit tree for screening.

MOTION BY MR. IVES FOR APPROVAL AS PRESENTED.

MOTION SECONDED BY MR. SMALL.

MOTION CARRIED UNANIMOUSLY.

[B - 075 -2015 New Residence](#)

ARCOM TO MAKE RECOMMENDATION RELATIVE TO VARIANCE(S)

Address: 8 Golfview Road

Applicant: 8 Golfview Road, LLC c/o Maura Ziska, Esq.

Architect: Roger P. Janssen, Dailey Janssen Architects

Project Description: Construction of a new two-story residence, pool, landscape and hardscape. Building and Trim Color-Off White; Roof-Terra Cotta Barrel Tile

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

ARCHITECTURAL PRESENTATION BY: Roger P. Janssen, Dailey Janssen Architects

LANDSCAPE PRESENTATION BY: Don Skowron
ATTORNEY PRESENT: Maura Ziska for the applicant

Ms. Ziska noted that a house had been approved for this address approximately one year ago. At that time a building height plane variance was granted. Since then, the property has been sold, and Mr. Janssen is the new architect with a similar request for a building height plane variance. Mr. Janssen elaborated on the variance request.

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

MOTION SECONDED BY MRS. VANNECK.

MOTION CARRIED UNANIMOUSLY.

Mr. Janssen presented the project in accordance with the submitted plans and as described above. Design elements include: Main entrance off Golfview into motor court; landmarked tree, Tabebuia, remains; flanking steps around low retaining wall up to entrance loggia; garage and service at rear; internal garden and pool; three car garage; materials: natural coral stone, coquina, terra cotta barrel tile roof, cypress outlookers; mid-section in stone; upper balcony in timber framed cypress and wrought aluminum railing; iron entrance door; metal staircase, design in 3 pieces: entrance/living room and loggia/and library; brick chimneys; main body-sponge finish stucco in Linen White; windows/doors-aluminum clad in putty color.

Commission Comments: Terrific job of emulating Classical houses in area, but the metal spiral staircase is a flaw; great house, but screams to have a tower on the one corner; south elevation windows at second floor have columns in middle...adjust the ones on the first floor by removing the outside columns that just seem to be hanging there; not a fan of the metal stairs; thank you for using stone; wooden trellis at second floor appears so heavy; issue with columns on Sheet 31; east elevation: column on first floor is segmented cast stone, but columns on second floor should be plain to simplify.

Mr. Skowron continued with the landscape/hardscape pursuant to the submitted plans. Design elements include: 6 ft. front hedge; circular drive; existing Royals remain along Golfview; driveway approaches in Chicago brick; acid washed cast stone and brick field for driveway and motor court; 10 ft. hedge along perimeter; landscape material includes: Canary Island Date Palms in front; Adonidia Palms at entry loggia; Coconut Palms in open lawn and elsewhere; Alexander Palms on west side; and, trough fountain outside dining room.

Commission Comments: Perhaps reduce width of 14 ft. driveway openings; question use of Canary Island Date Palms as they are not appropriate for Golfview...use double Coconut Palms instead; acid washed cast stone not appropriate for Golfview...it's a modern touch...use soda washed or latex molded cast stone; do not have east and west elevations in mini-sets; reduce driveway openings; landscaping will fit, but the 4x4 squares in the driveway are not appropriate; house will be successful and will fit in nicely; and, take a look at the street to see the landscape that is there.

MOTION BY MRS. VANNECK TO DEFER TO NEXT MONTH.

**MOTION AMENDED BY MRS. VANNECK FOR APPROVAL AS PRESENTED, WITH MINOR CHANGES AND A MASONRY STAIRCASE, THE ELIMINATION OF THE CANARY DATE PALMS AND ADDITION OF COCONUT PALMS, AND DIFFERENT TREATMENT OF THE ACID WASHED DRIVEWAY.
MOTION SECONDED BY MR. GARRISON.
MOTION CARRIED UNANIMOUSLY.**

C. **MINOR PROJECTS - OLD BUSINESS:** None

Mr. Lindgren announced that he looked into the record for the project at 167 Seagate Road. There was no mention of landscape/hardscape in the application. As such, the applicant will have to re-apply for landscape/hardscape approval with notice to neighbors. Mr. Ives mentioned that the same may be true for the project at 207 Via Tortuga. Mr. Lindgren will check that application also.

D. **MINOR PROJECTS-NEW BUSINESS:**

A - 036 - 2015 Doors/Windows

Address: 109 Royal Palm Way

Applicant: Tudor Investments Corporation

Architect: A. T. Franco Architectural Associates, P.A.

Project Description: The project consists of the replacement of the existing exterior door and windows with new code compliant impact windows and doors. These new units will be metal and finished in white to match existing.

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

ARCHITECTURAL PRESENTATION BY: Kiko Franco, A.T. Franco Architectural Associates

Mr. Franco presented the project pursuant to the submitted plans and as described above for the window/door replacement. He clarified that the request is for impact doors and windows with white frames, but without divided lites.

Commission Comments: Do you intend to do anything with the landscaping?...The building is too plain...it needs charm; why are you keeping the hurricane shutters if you are installing impact windows...they should be removed.

**MOTION BY MR. GARRISON TO APPROVE THE WINDOWS WITH THE CAVEAT THAT ALL TRIM NECESSARY FOR THE OLD HURRICANE SHUTTERS BE REMOVED AND THE HOLES PATCHED.
MOTION SECONDED BY MR. IVES.**

Mr. Franco also requested the addition of a fire door to exit the building at the stairway. It will be painted the same color as the building.

MOTION AMENDED BY MR. GARRISON TO DEFER TO NEXT MONTH TO COME BACK WITH LANDSCAPING THAT ENHANCES THE PROJECT BECAUSE THEY ARE CHANGING THE OUTSIDE WITH A NEW DOOR.

**MOTION AMENDED BY MR. GARRISON TO APPROVE AS SUBMITTED; REMOVE ANYTHING TO DO WITH THE FORMER HURRICANE SHUTTERS...REMOVE AND PATCH; AND, THAT THE LANDSCAPING BE SUBMITTED TO STAFF, AND NOT JUST THE LANDSCAPING AT THE DOOR...THE LANDSCAPING OF THE WHOLE BUILDING WILL BE SUBMITTED TO STAFF AND APPROVED BY STAFF.
MOTION SECONDED BY MR. IVES.
MOTION CARRIED UNANIMOUSLY.**

[A - 039 - 2015 \(Minor with Notice\) Site Wall and Landscaping](#)

Address: 176 Sunset Avenue

Applicant: 176 Sunset Avenue, LLC

Architect: KVL A Design, LLC

Project Description: Proposed new location for a site wall and landscaping along the southern property line for a townhouse with 2 residences.

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

**MOTION BY MRS. VANNECK FOR DEFERRAL TO NEXT MONTH.
MOTION SECONDED BY MR. IVES.
MOTION CARRIED UNANIMOUSLY.**

[A - 040 - 2015 \(Minor with Notice\) Landscape/Hardscape](#)

Address: 135 Gulfstream Road

Applicant: Michael Bickford

Architect: SMI Landscape Architecture

Project Description: Landscape and hardscape renovation of entire property to include: curb cut and driveway approach relocation, planting removal and replacement, paving renovations and pool resurfacing

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

LANDSCAPE PRESENTATION BY: Jorge Sanchez, SMI Landscape Architecture

Mr. Sanchez presented the project in accordance with the submitted plans and as described above to relocate the driveway in line with the front door.

**MOTION BY MRS. VANNECK FOR APPROVAL AS PRESENTED.
MOTION SECONDED BY MR. GARRISON AND MR. SMALL SIMULTANEOUSLY.
MOTION CARRIED UNANIMOUSLY.**

Mr. Lindgren clarified that this was processed as a minor with notice to inform the neighbors of the proposed change.

Let the record show that A-041-2015 and A-042-2015 were handled together.

[A - 041 -2015 Landscape](#)

Address: 201 Ocean Terrace

Applicant: 201 Ocean Terrace LLC

Architect: Nievera Williams Design

Project Description: Removal of perimeter hedging and re-sodding lot

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

[A - 042 - 2015 Landscape](#)

Address: 211 Ocean Terrace

Applicant: 211 Ocean Terrace LLC

Architect: Nievera Williams Design

Project Description: Removal of perimeter hedging and re-sodding lot

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

LANDSCAPE PRESENTATION BY: Keith Williams, Nievera Williams Design

Mr. Williams presented both projects in accordance with the submitted plans and as described above to clean up the two properties and create a park-like setting. He reviewed the landscape material on the lots.

Commission Comments: How do you insure that people don't use it as a parking lot?

MOTION BY MRS. VANNECK FOR APPROVAL OF BOTH PROJECTS AS PRESENTED.

MOTION SECONDED BY MR. GARRISON.

MOTION CARRIED UNANIMOUSLY.

[A - 044 -2015 Landscape](#)

Address: 226 Via Linda

Applicant: Andrew Thomka-Gazdik

Architect: Todd Maclean/Ralph Rodriguez

Project Description: Minor changes to previously approved landscaping

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

LANDSCAPE PRESENTATION BY: Todd Maclean

Mr. Maclean presented the revised project in accordance with the submitted plans. Design elements include: Moved some trees around; removed some of the flowering Hibiscus trees in front of the windows and made them smaller Gardenias; eliminated pathway coming from street to front door; remove hardscape around pool area and replace with turf; replace Oleander and Ficus on the east side with 10 ft. tall Clusia.

Commission Comments: Two different entrances shown in plans... which is correct?; that third Ligustrum will not adequately replace a Gumbo Limbo...Tabebuia, 14 ft. minimum, would be better; there is not a single tree in the back yard with a southern exposure...the heat factor is

unbelievable...just a hedge is not acceptable; the concern is the front yard rather than the back yard; do smaller Coconuts in the rear.

MOTION BY MRS. VANNECK TO APPROVE THE CHANGES, WITH THE EXCEPTION THAT THE LIGUSTRUM ON THE EAST SIDE OF THE FRONT BE REPLACED BY A TABEBUIA WITH A MINIMUM HEIGHT OF 14 FT. AND THAT THE 2 COCONUT PALMS THAT WERE REMOVED IN THE REAR BE REPLACED WITH COCONUT PALMS WITH 14 FT. OVERALL.

MOTION SECONDED BY MR. GARRISON.

MOTION CARRIED UNANIMOUSLY.

Let the record show that Mr. Vila passed the gavel to Mrs. Vanneck at 5:07 p.m. and left the meeting.

E. **MAJOR PROJECTS - OLD BUSINESS (CONTINUED):**

B - 066 - 2015 Demolition and New Residence

Address: 110 Indian Road

Applicant: G.W. Purucker Homes JV

Architect: MP Design & Architecture

Project Description: Demolition of existing residence; New two-story residence, pool, landscape and hardscape. Building Color-Beige; Trim and Shutters-White; Roof-White Cement Tile

At the June meeting, a motion carried for approval of the demolition with the usual caveats for sodding and irrigating within 30 days. A second motion carried for approval with the comment that you take out 6" to 12" (floor to floor), and the comments about the columns, and the curb cut as shown on the revised plans. A third motion carried to defer the landscaping for further study, and show the new driveway, and increase the height of the landscaping, and bring samples. Please note that this project was placed last on the agenda at the request of the landscape architect.

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

LANDSCAPE PRESENTATION BY: Tony Grimaldi

Mr. Grimaldi presented the revised project in accordance with the submitted plans. Changes include adding a variety of taller landscaping on each elevation. New landscape material incorporated includes: Sylvester Palms, both large and small; Seagrapes; Noronhia; Royal Poinciana tree, Tabebuia, Bougainvillea espaliered on garage. A sample of the travertine hardscape was shown.

Commission Comments: Is the curb cut on North Ocean Boulevard a problem?; a curb cut on North Ocean Boulevard is a real hazard...why would the curb cut be permitted?; good landscape changes; east elevation-there is room to install a third palm on the left; appreciate that you are planting flowering trees and yellow Tabebuia, but they will lose all of their leaves; change the yellow Tabebuia for something else; change out some of the Noronhia for Seagrape or Gumbo Limbo for variety; OK to turn it in for staff approval on the substitutions.

Mr. Lindgren noted for the record that Public Works has reviewed the curb cut and has approved it.

MOTION BY MR. GARRISON TO HAVE THE CHANGES MADE THAT WERE DESCRIBED AND HAVE IT SUBMITTED TO STAFF FOR STAFF REVIEW, BUT IT IS APPROVED BY US, WITH THE CAVEAT THAT IT GOES TO STAFF FOR THEIR APPROVAL.

MOTION SECONDED BY MR. KNOWLES.

MOTION CARRIED 5-1, WITH MR. SMALL OPPOSED.

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

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

Mrs. Vanneck inquired as to minimum floor elevation, 7.5 ft. vs. 8.0 ft. Staff responded that 7.5 ft. is acceptable for residential properties.

Ms. Grace inquired about the Public Records request from Vivian Dorris which was recently forwarded to the members. Mr. Page elaborated and encouraged the members to respond back to staff.

XI. ADJOURNMENT:

MOTION BY MR. GARRISON TO ADJOURN THE MEETING AT 5:26 P.M.

MOTION SECONDED BY MR. KNOWLES.

MOTION CARRIED UNANIMOUSLY.

The next meeting of the Architectural Commission will be held on Wednesday, August 26, 2015 at 9:00 a.m. in the Town Council Chambers, 2nd floor, Town Hall, 360 S. County Road, Palm Beach.

Respectfully submitted,

Robert J. Vila, Chairman
ARCHITECTURAL COMMISSION

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TOWN OF PALM BEACH

Town Council Meeting on: August 11, 2015

Section of Agenda

Resolutions

Agenda Title

RESOLUTION NO. 96-2015 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Awarding RFP No. 2015-38, Third Party Administration Services, Pursuant to Selection Committee Recommendations; Approving a Third Party Administration Services Agreement With Preferred Governmental Claim Solution “PGCS” in the Amount of \$26,400, Subject to Fiscal Year 2016 Budget Approval; and Authorizing the Town Manager to Execute the Third Party Administration Services Agreement With PGCS on Behalf of the Town.

Presenter

Jay Boodheshwar, Deputy Town Manager

Supporting Documents

- [Memorandum Dated July 17, 2015, from Karen Temme, Risk Manager](#)
- [Resolution No. 96-2015](#)
- [Attachment "A"](#)

TOWN OF PALM BEACH

Information for Town Council Meeting on: August 11, 2015

To: Mayor and Town Council

To: Thomas G. Bradford, Town Manager

Via: Jay Boodheshwar, Deputy Town Manager

From: Karen Temme, Risk Manager

Re: RFP No. 2015-38 Third Party Administration Services
Resolution No. 96-2015

Date: July 17, 2015

STAFF RECOMMENDATION

Staff recommends that Town Council approve the ranking of the Selection Committee for the selection of a Third Party Administration Services provider for RFP No. 2015-38. Staff further recommends that Town Council approve Resolution No. 96-2015 authorizing the Town Manager to enter into an Agreement referred to as Attachment “A” for Third Party Administration Services “TPA” with Preferred Governmental Claim Solutions “PGCS” in the amount of \$26,400.

GENERAL INFORMATION

On May 10, 2015, a request for proposal (RFP No. 2015-38 Third Party Administration Services) was advertised for the purpose of selecting a TPA firm. The Town received responses from three (3) companies. The Selection Committee consisted of Jay Boodheshwar, Deputy Town Manager, Jane Struder, Finance Director, Nancy Bolton, Director of Risk Management, Palm Beach County and Karen Temme, Risk Manager (non-voting). In addition, the Purchasing staff oversaw and assisted with the Selection Committee’s review process.

The Selection Committee met on July 8, 2015, to discuss and rank proposals received from the three firms. The Selection Committee was advised by the Purchasing Department that two (2) out of the three (3) firms did not meet the requirements as stated in the RFP No. 2015-38. Therefore, the committee agreed to consider these proposals non-responsive and they were not rated. The Selection Committee reviewed and rated the proposal received from Preferred Governmental Claims Solutions “PGCS” in accordance with purchasing guidelines.

The recommendation of the Selection Committee is to award a contract to Preferred Governmental Claim Solutions “PGCS”. PGCS will provide the Town with TPA Services for an annual flat rate of \$26,400, guaranteed for 3 years.

FUNDING/FISCAL IMPACT

The Risk Fund has sufficient funds within the FY2016 budget to cover the costs for the TPA Services.

PURCHASING REVIEW

The Purchasing Division of the Finance Department has reviewed and approved this item as recommended.

TOWN ATTORNEY REVIEW

The Town Attorney has reviewed this resolution and the related Third Party Administration Services Agreement and approved same for legal form and sufficiency.

Attachments

cc: Jane Struder, Finance Director
Nancy Bolton, Director Risk Management PBC
Adis Pedraza, Purchasing Manager
Ken Picton, Vice President, PGCS

RESOLUTION NO. 96-2015

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, AWARDING RFP NO. 2015-38, THIRD PARTY ADMINISTRATION SERVICES, PURSUANT TO SELECTION COMMITTEE RECOMMENDATIONS; APPROVING A THIRD PARTY ADMINISTRATION SERVICES AGREEMENT WITH PREFERRED GOVERNMENTAL CLAIM SOLUTION "PGCS" IN THE AMOUNT OF \$26,400, SUBJECT TO FISCAL YEAR 2016 BUDGET APPROVAL; AND AUTHORIZING THE TOWN MANAGER TO EXECUTE THE THIRD PARTY ADMINISTRATION SERVICES AGREEMENT WITH PGCS ON BEHALF OF THE TOWN

WHEREAS, the Selection Committee has recommended award of RFP No. 2015-38 Third Party Administration Services to Preferred Governmental Claim Solution "PGCS"; and

WHEREAS, negotiations with said firm were conducted in good faith; and

WHEREAS, the Town wishes to enter into an Agreement for Third Party Administration Services with said firm as referenced 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. RFP No. 2015-38, Third Party Administration Services, is hereby awarded to Preferred Governmental Claim Solution "PGCS."

Section 3. The Third Party Administration Services Agreement with PGCS in the amount of \$26,400, attached hereto as "Attachment A", is hereby approved and the Town Manager is authorized to execute the same with PGCS on behalf of the Town.

PASSED AND ADOPTED in a regular, adjourned session of the Town Council of the Town of Palm Beach assembled this 11th day of August, 2015.

Gail L. Coniglio, Mayor

Michael J. Pucillo, Town Council President

Richard M. Kleid, President Pro Tem

Danielle H. Moore, Town Council Member

ATTEST:

Penelope D. Townsend, Town Council Member

Susan A. Owens, MMC, Town Clerk

Robert N. Wildrick, Town Council Member

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 _____ day of _____ 2015, 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, 2015. Agreement term shall expire on September 30, 2018 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 \$26,400 as the third party administrator during the period of this Agreement. This amount will be paid in monthly installments during the term 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 an electronic and hard/paper 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 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. There shall be no additional charge to the Town for subrogation of claims.
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. In order to facilitate timely continuation of ongoing medical treatment, the Administrator will utilize services of the Town's Occupational Health Clinic whenever possible for all referrals to and/or the selection of medical facilities and specialists.
22. Arrange for required medical appointments as indicated by the approved treating medical provider(s) within 24 hours of notification.
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 HIPPA.
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. 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
 - Quarterly large loss or severity reports
 - Excess insurance reports
 - Subrogation and lien reports
 - Litigation reports
 - Legal payment reports
32. Administrator will provide the Town with a monthly transfer of all detailed claim data in a transferrable and readable format that includes, but not limited to, Access MDB format; MS SQL Server; CSV Comma Separated Value or ASCII as directed by the TOWN.
33. All detailed claim data maintained by the Administrator is the property of the Town. The Administrator must provide the Town with all detailed claim data in a transferrable and readable format that includes, but not limited to, Access MDB format; MS SQL Server; CSV Comma Separated Value or ASCII as directed by the TOWN's IS Manager and upon request by the Town or upon termination of this agreement.
34. Assist the Town as needed in arranging for a bank account to be used for issuing checks under this Agreement.
35. 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.
36. 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.
37. Checks issued by Administrator shall not be mailed until the Town has advised Administrator that the funds have been transferred into the bank account.
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. 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.
4. 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.
5. 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; Professional Liability/Errors & Omissions with a limit of liability not less than \$1,000,000; Workers' Compensation pursuant to Florida State Statute 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).
6. 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 that includes, but not limited to, Access MDB format; MS SQL Server; CSV Comma Separated Value or ASCII as indicated by the TOWN's Information Service 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

Jay Boodheshwar
Deputy Town Manager
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:

Ken Picton
Vice President
Preferred Governmental Claim Solutions
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 Solutions

Authorized Signature

Authorized Signature

Thomas G. Bradford
Typed or Printed Name

Typed or Printed Name

Town Manager
Title

Title

Date

Date

Approved by TOWN Council on _____, 2015.

TOWN OF PALM BEACH

Town Council Meeting on: August 11, 2015

Section of Agenda

Resolutions

Agenda Title

RESOLUTION NO. 98-2015 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Awarding RFP No. 2015-33 to Nowlen, Holt & Miner, P.A. for Audit Services and Authorizing the Town Manager to Execute an Agreement on Behalf of the Town.

Presenter

Jane Struder, Director of Finance

Supporting Documents

- [Memorandum Dated July 31, 2015, from Jane Struder, Director of Finance](#)
- [Resolution No. 98-2015](#)

TOWN OF PALM BEACH

Information for Town Council Meeting on: August 11, 2015

To: Mayor and Town Council

Via: Thomas G. Bradford, Town Manager

From: Jane Struder, Director of Finance

Re: Audit Selection Committee Recommendation
Resolution No. 98-2015

Date: July 31, 2015

STAFF RECOMMENDATION

Staff recommends that the Town Council approve Resolution No. 98-2015, awarding the Town's annual audit contract to Nowlen, Holt and Miner, P.A.

GENERAL INFORMATION

An Audit Services Selection Committee was formed to evaluate the proposals received in response to the Town's RFP # 2015-33. Committee members included Town Council President, Michael Pucillo, Council Member Wildrick, and Investment Advisory Committee member Mr. Bernard Panfel. Seven proposals were received and the selection committee voted to interview the top three finalists which were: Nowlen Holt and Miner, P.A. and Rampell and Rampell P.A. and Caler, Donten, Levine, Cohen, Porter and Veil, PA. After the interviews, the committee voted to recommend award to Nowlen, Holt and Miner. The results of the committee's evaluation are attached.

TOWN ATTORNEY REVIEW

The Town Attorney has reviewed Resolution No. 98-2015 for legal form and sufficiency.

PURCHASING REVIEW

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

FUNDING/FISCAL IMPACT

The proposal for audit services from Nowlen, Holt and Miner P.A. included the following costs for services:

	Financial Statement Audit	Agreed Upon Procedures Report	Single Audit (If Required)	Total
September 30, 2015	83,500	1,500	5,050	90,050
September 30, 2016	86,000	1,500	4,500	92,000
September 30, 2017	88,600	1,500	4,500	94,600
September 30, 2018	91,200	1,500	4,500	97,200
September 30, 2019	94,000	1,500	4,500	100,000
Total				478,350

The Town's audit fee for the September 30, 2014, audit was \$89,500, and the agreed upon procedures report for the Town's report to FDEP for the landfill closure costs was \$1,650. There was no single audit in 2014.

Also included in the RFP scope was accounting services for Palm Beach Crime Watch, which is paid directly by Palm Beach Crime Watch to the accounting firm. The cost of these services are \$2,800 per year for the 5 year term. This is the same cost as was paid in FY14.

jls

cc: Ed Holt, Nowlen, Holt, and Miner P.A.
John C. Randolph, Town Attorney
Adis Pedraza, Purchasing Manager

RESOLUTION NO. 98-2015

**A RESOLUTION OF THE TOWN COUNCIL OF THE
TOWN OF PALM BEACH, PALM BEACH COUNTY,
FLORIDA, AWARDED RFP NO. 2015-33 TO NOWLEN,
HOLT & MINER, P.A. FOR AUDIT SERVICES AND
AUTHORIZING THE TOWN MANAGER TO EXECUTE AN
AGREEMENT ON BEHALF OF THE TOWN.**

WHEREAS, the Town issued RFP No. 2015-33 on April 26, 2015, for annual audit services for the Town's financial statements; and

WHEREAS, a selection committee was formed to review the responses to RFP No. 2015-33, and interviewed three finalists; and

WHEREAS, the audit services selection committee has recommended retaining the services of Nowlen, Holt and Miner, P.A. for audit services.

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: RFP No. 2015-33 is hereby awarded to Nowlen, Holt and Miner, P.A. based upon the content of their proposal dated May 27, 2015, including the fee proposal.

Section 3: The Town Manager is authorized to execute an agreement with Nowlen, Holt, and Miner, P.A. on behalf of the Town.

PASSED AND ADOPTED in a regular, adjourned session of the Town Council of the Town of

Palm Beach assembled this 11th day of August, 2015.

Gail L. Coniglio, Mayor

Michael J. Pucillo, Town Council President

Richard M. Kleid, Council President Pro Tem

Danielle H. Moore, Town Council Member

ATTEST:

Penelope D. Townsend, Town Council Member

Susan A. Owens, MMC, Town Clerk

Robert N. Wildrick, Town Council Member

TOWN OF PALM BEACH

Town Council Meeting on: August 11, 2015

Section of Agenda

Resolutions

Agenda Title

RESOLUTION NO. 101-2015 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Awarding RFP No. 2015-41, Security Guard Services, Pursuant To Selection Committee Recommendations; Approving Issuance of a Purchase Order To Regions Security Services, Inc. in the Amount of \$74,965.80 for Fiscal Year 2016; and Establishing a Project Budget of \$82,500.00 for Said Services; Authorizing The Town Manager to Take Such Further Actions Necessary to Effectuate Provisions for Said Services.

Presenter

Beth Zickar, Director of Recreation

Supporting Documents

- [Memorandum Dated August 3, 2015 from Beth Zickar, Director of Recreation](#)
- [Resolution No. 101-2015](#)
- [RFP No. 2015-14 Selection Committee Final Rankings](#)

TOWN OF PALM BEACH

Information for Town Council Meeting on: August 11, 2015

To: Mayor and Town Council

Via: Thomas G. Bradford, Town Manager

From: Beth Zickar, Director of Recreation

Re: RFP No. 2015-41 Security Guard Services
Resolution No. 101-2015

Date: August 3, 2015

STAFF RECOMMENDATION

Staff recommends that Town Council approve the ranking of the Selection Committee for the selection of a Security Guard Services provider for RFP No. 2015-4. Staff further recommends that Town Council approve Resolution No. 101-2015 awarding RFP No. 2015-41 to Regions Security Services, Inc. ("Regions") and further authorizing the Town Manager to approve the issuance of a Purchase Order to Regions in the amount of \$74,965.80 for Fiscal Year 2016 and establish a project budget of \$82,500.00 for security guard services at the Town Docks.

GENERAL INFORMATION

On May 17, 2015 and May 24, 2015, a request for proposal (RFP No. 2015-41) Security Guard Services was advertised for the purpose of selecting a Security Guard Services firm. The Town received proposals from twelve (12) respondents. The Selection Committee consisted of Mike Horn, Dockmaster, Recreation Department, Dawn Helton, Recreation Supervisor, Recreation Department, Sgt. Michele Pagan, Police Department and Cheryl Somers, Assistant Director of Finance. In addition, the Purchasing staff oversaw and assisted with the Selection Committee's review process.

The Selection Committee met on July 10, 2015, to discuss and rank the proposals received from the twelve firms. The Selection Committee agreed by consensus to shortlist four (4) firms. On August 3, 2015, the Selection Committee heard presentations and conducted interviews with the four shortlisted firms. All members of the Committee were present.

After thorough consideration of the four proposals, the Selection Committee arrived at a final ranking as follows:

1. Regions Security Services, Inc.
2. AGG of America, LLC.
3. Florida Patrol Investigators, Inc. dba FPI Security Services, Inc.
4. USI Security Services, Inc.

The recommendation of the Selection Committee is to award RFP No. 2015-41 Security Guard Services to Regions Security Services, Inc. in the estimated annual amount of \$74,965.80.

FUNDING/FISCAL IMPACT

Funding for the security services at the Town Docks is fully contained in the proposed Fiscal Year 2016 budget.

PURCHASING REVIEW

The Purchasing Division of the Finance Department has reviewed and approved this item as recommended.

TOWN ATTORNEY REVIEW

Resolution No. 101-2015 has been approved by the Town Attorney for legal form and sufficiency.

Attachments

cc: Jane Struder, Finance Director
John C. Randolph, Town Attorney
Adis Pedraza, Purchasing Manager
Mike Horn, Dockmaster

RESOLUTION NO. 101-2015

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, AWARDDING RFP NO. 2015-41, SECURITY GUARD SERVICES, PURSUANT TO SELECTION COMMITTEE RECOMMENDATIONS; APPROVING ISSUANCE OF A PURCHASE ORDER TO REGIONS SECURITY SERVICES, INC. IN THE AMOUNT OF \$74,965.80 FOR FISCAL YEAR 2016; AND ESTABLISHING A PROJECT BUDGET OF \$82,500.00 FOR SAID SERVICES; AUTHORIZING THE TOWN MANAGER TO TAKE SUCH FURTHER ACTIONS NECESSARY TO EFFECTUATE PROVISIONS FOR SAID SERVICES.

The Selection Committee has recommended award of RFP No. 2015-41 Security Guard Services to Regions Security Services, Inc.; and

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

Section 1. RFP No. 2015-41, Security Guard Services, is hereby awarded to Regions Security Services, Inc.

Section 2. A purchase order shall be issued to Regions Security Services, Inc., in the amount of \$74,965.80 and establishing a project budget of \$82,500.00.

Section 3. The Town Manager, or his designee, is hereby authorized and directed to take such further actions as may be necessary to effectuate the provision of armed security services to the Town of Palm Beach including any necessary change orders as recommended by the Recreation Director.

PASSED AND ADOPTED in a regular, adjourned session of the Town Council of the Town of Palm Beach assembled this 11 day of August 2015.

Gail L. Coniglio, Mayor

Michael J. Pucillo, Town Council President

Richard M. Kleid, Town Council President Pro Tem

Danielle H. Moore, Town Council Member

ATTEST:

Penelope D. Townsend, Town Council Member

Susan Owens, MMC, Town Clerk

Robert N. Wildrick, Town Council Member

SELECTION COMMITTEE RANKINGS

Committee Member	Michael Horn	Dawn Helton	Michele Pagan	Cheryl Somers	Total
Company	Rating	Rating	Rating	Rating	Average Rating
1 Regions Security Services, Inc.	4.45	4.55	3.95	4.28	4.31
2 AGG of America, LLC	3.55	3.50	4.35	3.45	3.71
3 Florida Patrol Investigators, Inc. dba FPI Security Services	3.50	3.53	3.35	3.00	3.34
4 USI Security Services, Inc.	2.30	2.75	2.75	2.20	2.50

TOWN OF PALM BEACH

Town Council Meeting on: August 11, 2015

Section of Agenda

Resolutions

Agenda Title

RESOLUTION NO. 103-2015 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Awarding a Contract Between the Town of Palm Beach and Applied Business Services D/B/A Security Collection Agency to Provide Billing Account Collections for Emergency Medical Services and Other Accounts Receivable and Authorizing the Town Manager to Execute the Same on Behalf of the Town.

Presenter

Kirk W. Blouin, Director of Public Safety

Supporting Documents

- [Memorandum Dated July 24, 2015 from Kirk W. Blouin, Director of Public Safety](#)
- [Resolution No. 103-2015](#)
- [Billing Collection Services Contract](#)
- [Final Rankings](#)
- [RFP No. 2015-30 Billing Collection Services](#)
- [Response to Proposal - SCA](#)

TOWN OF PALM BEACH

Information for Town Council Meeting on: August 11, 2015

To: Mayor and Town Council

Via: Thomas G. Bradford, Town Manager

From: Kirk W. Blouin, Director of Public Safety

Re: Contract Award to Applied Business Services d/b/a Security Collection Services for Billing Collection Services for Emergency Medical Services and other Accounts Receivable
Resolution No. 103-2015

Date: July 24, 2015

STAFF RECOMMENDATION

Staff recommends that the Town Council approve Resolution No. 103-2015, authorizing the Town Manager to award a contract to Applied Business Services d/b/a Security Collection Agency to provide billing collection services for Emergency Medical Services and other delinquent accounts receivable.

GENERAL INFORMATION

The current contract for billing collection services expires October 12, 2015, and all available contract extensions have been exhausted.

On June 14, 2015, Request For Proposal 2015-30 was advertised and three companies responded. The Selection Committee reviewed all proposals and interviewed all vendors. As the top responding vendor, the Selection Committee is recommending that the contract for billing collection services be awarded to Security Collection Agency.

FUNDING/FISCAL IMPACT

Security Collection Agency's original proposal included a twenty-four percent (24%) commission fee. Staff has negotiated to lower the commission from 24% to 20%. The contract contains a twenty percent (20%) fee to the vendor on all placed accounts to be paid on a net basis. The Town will not incur any additional fees.

PURCHASING REVIEW

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

TOWN ATTORNEY REVIEW

Resolution No. 103-2015 has been reviewed and approved by the Town Attorney for legal form and sufficiency.

BH

cc: Jane Struder, Finance Director
Adis Pedraza, Purchasing Manager
John C. Randolph, Town Attorney

RESOLUTION NO. 103-2015

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, AWARDING A CONTRACT BETWEEN THE TOWN OF PALM BEACH AND APPLIED BUSINESS SERVICES D/B/A SECURITY COLLECTION AGENCY TO PROVIDE BILLING ACCOUNT COLLECTIONS FOR EMERGENCY MEDICAL SERVICES AND OTHER ACCOUNTS RECEIVABLE AND AUTHORIZING THE TOWN MANAGER TO EXECUTE THE SAME ON BEHALF OF THE TOWN.

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

Section 1. The Town of Palm Beach billing collection services contract for Emergency Medical Services and other accounts receivable is hereby awarded to Applied Business Services d/b/a Security Collection Agency.

Section 2. The Town Manager, or his designee, is hereby authorized and directed to execute a Contract on behalf of the Town of Palm Beach for billing collection services with Applied Business Services d/b/a Security Collection Agency.

Section 3. The Town Manager, or his designee, is hereby authorized and directed to take further actions as may be necessary to effectuate the implementation of said contract.

PASSED AND ADOPTED in a regular, adjourned session of the Town Council of the Town of Palm Beach assembled this 11th day of August, 2015.

Gail L. Coniglio, Mayor

Michael J. Pucillo, Town Council President

Richard M. Kleid, President Pro Tem

Danielle H. Moore, Town Council Member

ATTEST:

Penelope D. Townsend, Town Council Member

Susan A. Owens, MMC, Town Clerk

Robert N. Wildrick, Town Council Member

Town of Palm Beach
RFP No. 2015-30

BILLING COLLECTION SERVICES

CONTRACT

THIS CONTRACT made and entered into this ____ day of _____, 2015, by and between the Town of Palm Beach, Florida, hereinafter referred to as the TOWN, and APPLIED BUSINESS SERVICES, INC. d/b/a SECURITY COLLECTION AGENCY (SCA), a North Carolina based corporation, whose address is 617 Soundside Road, Edenton, North Carolina 27932, hereinafter referred to as the CONTRACTOR.

WITNESSETH, that the CONTRACTOR and the TOWN for the considerations hereinafter named agree as follows:

The CONTRACTOR hereby agrees to furnish services for delinquent accounts referred to CONTRACTOR by the TOWN in accordance with the provisions for the project entitled:

RFP NO. 2015-30
BILLING COLLECTION SERVICES

All in accordance with the requirements and provisions of the following documents which are hereby made a part of this Contract:

All work performed shall be in accordance with the following documents:

- A. Specifications set forth in RFP No. 2015-30, Billing Collection Services, a copy of which is attached hereto and hereby made a part of this Contract.
- B. Response to RFP No. 2015-30 from CONTRACTOR, a copy of which is attached hereto and hereby made a part of this Contract.

This agreement incorporates by reference all of the documents set forth above.

Contract Sum Proposal

The Contractor herein shall receive as compensation for its services from the Town, twenty percent (20%) as its fee on all placed accounts regardless of the source of payment, where or how payment is made. Sums paid directly to the Town are moneys collected pursuant to this Agreement. Town agrees that Contractor shall be compensated on a NET basis, whereby Contractor automatically deducts its compensation from monthly collection payments. Remaining balance, if any, after automatic deduction shall be paid by Town within thirty (30) days of notification.

Upon written request of the Town for return of accounts, Contractor shall return the accounts to the Town at no charge or billed commission on any account that was placed in error or any account previously submitted but requested to be returned to the Town. Only upon approval of the Town's Director of Finance will the Contractor pursue legal action for collection.

These fees include the entire scope of work. The Town of Palm Beach will not incur any additional fees other than those stated herein.

Confidentiality

A. The parties acknowledge and agree that as a result of and through the performance of this agreement it may become necessary to disclose to the other party confidential information. Confidential information shall be considered to include, but not be limited to, information contained on computer hard drives, disks, tapes or other computer media that contains, among other things, the names, addresses, account numbers, phone numbers, and other pertinent information regarding Town's customers; all written communications to Town customers; and all such other materials provided by either party for use in the performance of this agreement ("confidential information").

B. For purposes of this agreement, confidential information shall not include anything that is well known in the trade; that is now or that may become available to the public through no fault of the receiving party or breach of the agreement; that is disclosed with the prior written approval of the disclosing party; that is required to be disclosed by law or, that was lawfully disclosed to the receiving party by a third party; or that was independently developed by the receiving party as evidenced by the receiving party's written records.

C. The parties agree that all confidential information shall remain the exclusive property of the disclosing party. The receiving party shall safeguard and hold confidential from disclosure all confidential information received from the disclosing party and will use the same degree of care it uses to protect its own confidential information, but in no event any less than reasonable care. The parties agree to use and not to share or divulge any confidential information except with those of its employees or third parties having a "need to know" in order to carry out their function in connection with such efforts or the administration of this agreement, and who have been advised of the conditions and are subject to the obligations set forth herein, except as maybe required by law. All confidential information received shall be returned to the disclosing party upon written request or upon the termination of this agreement.

D. In addition, Contractor agrees to maintain the confidentiality of any debtor health-related information it may receive from Town and shall:

1. Use appropriate safeguards to prevent any use or disclosure of such information, other than as permitted or required by law;
2. Not use or further disclose such information in a manner that would violate the requirements of law;
3. Report to Town any use or disclosure of such information in violation of this agreement of which it becomes aware;
4. Advise any subcontractors or agents to whom such information is provided that they are bound by and subject to the same restrictions and obligations that apply to Contractor with respect to such information;
5. Make its internal practices, books, and records relating to the use and disclosure of such information available to Town and/or State and/or Federal agencies for purposes of determining compliance with the law; and
6. Upon termination of this agreement, return or destroy all such information received from Town, including all copies. The destruction or return of such information shall be determined by TOWN.

Indemnification

To the fullest extent allowed by law, the Contractor shall protect, defend, reimburse, indemnify and hold harmless the Town of Palm Beach, and the Town's officers, agents, employees, free and harmless from and against any and all claims, losses, penalties, damages, settlements, costs, charges, attorneys' or other professional fees, or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, cause or causes of action of every kind and character in connection with, or arising directly or indirectly out of or related to this agreement and the work performed hereunder. Without limiting the generality of the foregoing, Contractor's indemnity shall include all claims, damages, losses, or expense arising out of or related to personal injury, death, damages to property, defects in material or workmanship, actual or alleged infringement of any patent, trademark, copyright, proprietary information, or applications of any thereof, or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or order of any court. Contractor agrees to investigate, respond, adjust and provide a defense for all and any such claims, demands and actions at Contractor's sole expense and agrees to bear and remain liable for all such other costs and expenses relating thereto, even if such claim is groundless, false, or fraudulent. Notwithstanding the foregoing, Contractor's indemnity 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.

Contractor acknowledges and agrees that Town would not enter into a contract without this indemnification of Town by Contractor and that Town's entering into a contract shall constitute good and sufficient consideration for this indemnification. These provisions shall survive the expiration of earlier termination of the agreement. Nothing in this agreement shall be construed to affect in any way the Town's rights, privileges and immunities as set forth in Florida Statute 768.28.

Termination

A. Termination for Convenience

1. This Agreement may be terminated for convenience by either party upon not less than thirty (30) days prior written notice to the other party.
2. Upon termination of this Agreement for convenience, Contractor will continue to provide services for 180 days (the "Termination Period"). Any accounts that have active payment arrangements at the conclusion of the Termination Period may be kept by Contractor for an additional 180 days from the date the last payment was made.
3. Contractor shall deliver to Town a list of Town's accounts upon returning such accounts.
4. Contractor will remit the total amount held in trust to Town within thirty (30) days of termination of the Agreement for convenience, and return all Referred Accounts to Town with the time frame specified in Section 2 above. Town will pay all outstanding commissions due to Contractor, if any, within thirty (30) days of the later to occur of (a) the date of termination, or (b) receipt by Town of Referred Accounts.

B. Termination for Cause

1. In the event of discovery of a material breach or default of the Agreement by Contractor or Town, the non-breaching party shall first give notice in writing to the breaching party and will cooperate with the party's good faith efforts to resolve the material breach or default within thirty (30) days (the "Cure Period"). If the breaching party fails to cure during the Cure Period, the non-breaching party may immediately terminate the Agreement for cause.
2. Upon termination of the Agreement for cause by Town, all Referred Accounts shall be returned to Town immediately. Upon termination of the Agreement for cause by Contractor, Contractor shall have the option of returning Referred Accounts immediately to Town or within the time frame specified in Section A (2) above.

Governing Law and Venue

This agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the agreement will be held in Palm Beach County and the agreement will be interpreted according to the laws of Florida.

IN WITNESS WHEREOF, the parties hereto have executed this Contract the day and year first above written.

WITNESS:

CONTRACTOR:

Applied Business Services, Inc.
d/b/a Security Collection Agency

By _____

Print Name and Title

ATTEST: _____
Secretary

WITNESS:

TOWN OF PALM BEACH, FLORIDA

By _____
Thomas G. Bradford, Town Manager

ATTEST: _____
Town Clerk

Recommend Approval:

Approved as to legal form and sufficiency

John C. Randolph, Town Attorney

Date: _____, 2015

Date: _____, 2015



TOWN OF PALM BEACH

MEMORANDUM

DATE: July 14, 2015

TO: Kirk Blouin, Director of Public Safety
Jane Struder, Director of Finance

FROM: Adis Pedraza, Purchasing Manager *JP*

SUBJECT: Final Ranking – RFP No. 2015-30 – Billing Collection Services

The Town received three (3) proposals for the services. The Selection Committee met on June 19, 2015, and recommended that all three firms be invited for Oral Presentations/Interviews. All members of the committee listed below were present:

Amy Wood – Accounting Supervisor
Raychel Houston - Parking and Code Enforcement Manager
Belinda Hardy – Office Manager, Fire Rescue
Adis Pedraza –Purchasing Manager (Non-Voting)
John Cmar – Purchasing Coordinator (Non-Voting)

The Selection Committee met on July 13, 2015, for presentations and interviews. Raychel Houston had retired and was replaced by Maria Bodre, Office Assistant (Police Department Training and Community Relations). All members of the Selection Committee were present.

After thorough consideration of the three firms, the Selection Committee arrived at a final ranking as follows:

1. Security Collection Agency/Applied Business Services
2. Accounts Receivables, Inc. dba ARI
3. NRA Group, LLC dba National Recovery Agency

It is the recommendation of the Selection Committee to award a contract to Security Collection Agency/Applied Business Services for Billing Collection Services.

AP:jc

Cc: File: RFP No. 2015-30
John Randolph, Town Attorney
Darrel Donatto, Deputy Fire Rescue Chief
Selection Committee Members

TOWN OF PALM BEACH



RFP No. 2015-30

BILLING COLLECTION SERVICES

* * * * *

Purchasing Division

* * * * *

Finance Department

* * * * *

* TOWN OF PALM BEACH * 951 OKEECHOBEE ROAD * WEST PALM BEACH *
* FLORIDA * 33401 *



TOWN OF PALM BEACH

RFP No. 2015-30

BILLING COLLECTION SERVICES

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TOWN OF PALM BEACH
Advertisement for Request for Proposals

RFP No. 2015-30

BILLING COLLECTION SERVICES

Proposals for **Billing Collection Services** will be received by the Town of Palm Beach at the Purchasing Office, 951 Okeechobee Road, Suite D, West Palm Beach, Florida, 33401, **until 2:00 P.M. June 3, 2015.**

The Town of Palm Beach, Florida, is soliciting Requests for Proposals (RFP) for a firm to provide billing collection services for our Emergency Medical Services and other Accounts Receivable collection needs.

Time is of the essence and any proposal received after **2:00 p.m. on June 3, 2015**, whether by mail or otherwise, will be returned unopened. Proposers are responsible for insuring that their proposal is stamped by Purchasing Office personnel by the deadline indicated.

An **original and four (4) copies** of the proposal shall be submitted in sealed envelopes/packages addressed to the Purchasing Office, Town of Palm Beach, Florida, and marked "**RFP No. 2015-30 – Billing Collection Services.**" Proposers desiring a copy of the RFP may obtain such documents by visiting the Town's website at www.townofpalmbeach.com, (click "Doing Business," click "Bids & Requests for Proposals" and follow the instructions). The Purchasing Office is located at 951 Okeechobee Road, Suite D, West Palm Beach, Florida, 33401. Telephone (561) 838-5406.

John Cmar
Purchasing Coordinator

Published: Palm Beach Post

Dated: May 3, 2015
May 10, 2015



TOWN OF PALM BEACH
BILLING COLLECTION SERVICES

PART I

PROPOSAL TERMS AND CONDITIONS

1-1 Introduction: The Town of Palm Beach, Florida is soliciting Requests for Proposals (RFP) for a firm to provide billing collection services for our Emergency Medical Services and other Accounts Receivable collection needs.

1-2 Proposal Submission and Withdrawal: The Town must receive all proposals by **2:00 P.M. on June 3, 2015**. The proposals shall be submitted at the following address:

TOWN OF PALM BEACH
Purchasing Office
951 Okeechobee Road Suite "D"
West Palm Beach, Florida 33401

To facilitate processing, please clearly mark the outside of the proposal package as follows: **RFP No. 2015-30 – Billing Collection Services**. This package shall also include the Proposer's return address.

Proposers may withdraw their proposals by notifying the Town in writing at any time prior to the deadline for proposal submittal. After the deadline, the proposal will constitute an irrevocable offer, for a period of six (6) months. Once opened, proposals become a record of the Town and will not be returned to the Proposer.

The Town cautions Proposers to assure actual delivery of mailed or hand-delivered proposals directly to the Town's Purchasing Division at 951 Okeechobee Road, Suite "D", West Palm Beach, Florida, prior to the deadline set for receiving proposals. Telephone confirmation of timely receipt of the proposal may be made by calling (561) 838-5406, before proposal closing time. Any proposal received after the established deadline **will not** be considered and will be returned unopened to the Proposer(s).

1-3 Number of Copies: Proposers shall submit an **original and four (4) copies** of the proposal in a sealed, opaque package marked as noted above. The Proposer will be responsible for timely delivery, whether by personal delivery, US Mail or any other delivery medium.

1-4 Development Costs: Neither the Town nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this Request for Proposal. Proposers should prepare their proposals simply and economically, providing a straightforward and concise description of the Proposer's ability to meet the requirements of the RFP.

1-5 Inquiries: The Purchasing Office will receive written requests for clarification by facsimile at (561) 835-4688 concerning the meaning or interpretations of the RFP, until **ten**

(10) days prior to the submittal date. Town personnel are authorized only to direct the attention of prospective Proposers to various portions of the RFP so that they may read and interpret such for themselves. No employee of the Town is authorized to interpret any portion of this RFP or give information as to the requirements of the RFP in addition to what is contained in the written RFP document. The Purchasing Division is located at 951 Okeechobee Road, Suite "D", West Palm Beach, FL 33401.

1-6 Addendum: The Town may record its response to inquiries and any supplemental instructions in the form of written addenda. The issuance of an addendum(s) is the only official method whereby interpretation, clarification, changes or additional information may be provided by the Town. The Town may provide written addenda up to **seven (7) calendar** days before the date fixed for receiving the proposals. Proposers may contact the Town to ascertain whether any addenda have been issued. Failure to do so may result in an unresponsive proposal. Any oral explanation given before the RFP opening will not be binding.

All Proposers are expected to carefully examine the proposal documents. Any ambiguities or inconsistencies should be brought to the attention of the Town Purchasing Office through written communication prior to the opening of the proposals.

1-7 Contract Awards: The Town anticipates entering into an Agreement with the Proposer who submits the proposal judged by the Town to be most advantageous.

The Town reserves the right to accept or reject any or all proposals, with or without cause, to waive technicalities or to accept the proposal which, in its sole judgment, best serves the interest of the Town, or to award a contract to the next most qualified proposal if the successful proposal does not execute a contract within sixty (60) days after the award of the proposal. The Town also reserves the right to abandon the project and/or to solicit and re-advertise for other proposals.

The Proposer understands that this RFP does not constitute an offer or an Agreement with the Proposer. An offer or Agreement shall not be deemed to exist and is not binding until proposals are reviewed, accepted by appointed staff, the best proposal has been identified, approved by the appropriate level of authority within the Town and executed by all parties.

Any proposal may be withdrawn until the date and time set above for the submission of the proposals. Any proposal not so withdrawn shall constitute an irrevocable offer for a period of six (6) months to provide to the Town the services set forth in this Request for Proposals.

1-8 Contractual Agreement: This RFP shall be included and incorporated in the final award. The order of contractual precedence will be the Contract or Price Agreement document, original Terms and Conditions, and contractor response. Any and all legal action necessary to enforce the award will be held in Palm Beach County and the contractual obligations will be interpreted according to the laws of Florida. **Any additional contract or agreement requested for consideration by the Proposer must be attached and enclosed as part of the proposal.**

The RFP shall be awarded for an initial period of twenty-four (24) months with the option to renew the contract for up to three (3) additional twelve (12) month periods. Option for renewal will only be exercised upon written mutual agreement and with all original terms, conditions and pricing (adjustments may be made to pricing based on the Consumer Price Index at the time of renewal) with no other deviations. Price adjustments upon renewal shall be based on the percent change in the Consumer Price Index, All Urban Consumers, for the Miami-Fort Lauderdale Region from June to June of each prior and renewal year respectively, as published by the United States Department of Labor. Any renewal will be subject to appropriation of funds by the Town Council.

1-9 Contract Coordinator: The Town of Palm Beach shall designate a Contract Coordinator who shall act on behalf of the Town with respect to monitoring contractor performance under this contract.

The administration of this contract is vested in the Contract Coordinator. The Contract Coordinator shall have complete authority to require the Contractor to comply with all provisions of this Contract. However, the provisions of this Contract shall not be altered, waived or revoked by the Contract Coordinator.

The Contract Coordinator principal duties shall be:

- A. Liaison with Contractor.
- B. Coordinate and approve all work under the contract.
- C. Resolve any disputes.
- D. Assures consistency and quality of Contractor's performance.
- E. Schedule and conduct Contractor performance evaluations and document findings.
- F. Review and approve for payment all invoices for work performed or items delivered.

1-10 Selection Process: The proposals will be evaluated and assigned points; the firm with the highest number of points will be ranked first. However, nothing herein will prevent the Town from assigning work to any firm deemed responsive and responsible.

The Town reserves the right to further negotiate any proposal, including price, with the highest rated Proposer. If an agreement cannot be reached with the highest rated Proposer, the Town reserves the right to negotiate and recommend award to the next highest Proposer or subsequent Proposers until an agreement is reached.

1-11 News Releases: The Proposer shall obtain the prior approval of the Town Manager's Office of all news releases or other publicity pertaining to this RFP, the service, or project to which it relates.

1-12 Insurance: The Service Provider shall provide at it's own cost and expense during the life of the contract, the following insurance coverages to the Town of Palm Beach (30) thirty business days prior to the commencement of any work. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The insurance shall be evidenced by certificates and/or policies including premiums as determined by the Town of Palm Beach. It shall be an affirmative obligation upon the Service Provider to advise the Town's Risk Manager at fax no. 561-838-5497, e-mail risk@townofpalmbeach.com, 360 S. County Road, Palm Beach, FL 33480 within 24 hours or

the next business day of cancellation, non-renewal or modification of any stipulated insurance and failure to do so shall be construed to be a breach of this Agreement/contract. The Town of Palm Beach reserves the right to require additional coverages and limits based upon the particular service or change in service provided by the Service Provider.

Comprehensive General Liability Insurance coverage with limits of liability not less than \$1,000,000 Each Occurrence/\$2,000,000 Aggregate. The Certificate of Insurance shall Indicate an Occurrence Basis only. Claims made policies will not be accepted. The Town of Palm Beach shall be endorsed as an additional insured under the General Liability coverage. The Service Provider's General Liability coverage shall be primary and non-contributory.

3rd Party Crime coverage with limits of liability not less than \$1,000,000 each occurrence/aggregate.

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

Workers' Compensation coverage with statutory limits pursuant to Florida State Statute 440 or an exemption letter from the State. Should the scope of work performed by contractor qualify its employee for benefits under federal workers compensation statute (example, U.S. Longshore & Harbor Workers Act or Merchant Marine act), proof of appropriate federal act coverage must be provided.

Employers Liability coverage with limits not less than \$100,000 for each accident, \$100,000 disease (each employee) and \$500,000 disease (policy limit). In the event that claims in excess of the insured amounts provided herein are filed by reason of any operations under the contract, the amount excess of such claims or any portion thereof may be withheld from any payment due or to become due the Service Provider until such time the Service Provider shall furnish such additional security covering such claims as may be determined by the Town of Palm Beach.

Umbrella or Excess Liability is required up to the minimum limit of liability if the limits of liability shown on the Certificate of Insurance under General Liability do not meet the Minimum limit of liability as required.

All required insurance policies shall provide a waiver of subrogation and rights of recovery against the Town of Palm Beach, including its agents, officers, past and present employees, elected officials and representatives, the insurance policy in effect shall protect both parties and be primary and non-contributory for any and all losses covered by the above described insurance. Insurers have no recourse against the Town of Palm Beach for payment or assessments in any form on any insurance policy

1-13 Licenses: Proposer must hold a current Business Tax Receipt (Occupational License). Copy of license must be submitted with proposal and must be in the name of the proposer shown on the Proposal Page.

1-14 Rights and Privileges: Rights and privileges granted by the Town shall not be assigned or transferred in any manner whatsoever without written approval of the Town Council. At all times during the term of the contract the Contractor shall act as an independent contractor and at no time shall the Contractor be considered an agent or partner of the Town. The Contractor shall obtain and pay for all permits, licenses, Federal, State and Local taxes chargeable to its operation.

1-15 Disclosure and Disclaimer: Any action taken by the Town in response to proposals made pursuant to this RFP or in making any award or failure or refusal to make any award pursuant to such proposals, or in any cancellation of award, or in any withdrawal or cancellation of this RFP, either before or after issuance of an award, shall be without any liability or obligation on the part of the Town or their advisors.

In its sole discretion, the Town may withdraw this RFP either before or after receiving proposals, may accept or reject proposals, and may accept proposals which deviate from the RFP. In its sole discretion, the Town may determine the qualifications and acceptability of any party or parties submitting proposals in response to this RFP (each such party being hereinafter a "Proposer").

Following submission of a proposal, the Proposer agrees to promptly deliver such further details, information and assurances, including, but not limited to, financial and disclosure data, relating to the proposal and/or the Proposer, including the Proposer's affiliates, officers, directors, shareholders, partners and employees, as requested by the Town.

The information contained herein is provided solely for the convenience of proposers. It is the responsibility of a Proposer to assure itself that information contained herein is accurate and complete. Neither the Town, nor their advisors provide any assurances as to the accuracy of any information in this RFP. Any reliance on the contents of this RFP, or on any communications with Town representatives or advisors, shall be at each Proposer's own risk. Proposers should rely exclusively on their own investigations, interpretations and analyses in connection with this matter. The RFP is being provided by the Town without any warranty or representation, express or implied, as to its content; accuracy or completeness and no proposer or other party shall have recourse to the Town if any information herein contained shall be inaccurate or incomplete. No warranty or representation is made by the Town that any proposal conforming to these requirements will be selected for consideration, negotiation or approval.

The Town, and its representatives shall have no obligation or liability with respect to this RFP, or the selection and award process contemplated hereunder. Neither the Town nor its representatives warrant or represent that any award or recommendation will be made as a result of the issuance of this RFP. All costs incurred by a Proposer in preparing and responding to this RFP are the sole responsibility of the Proposer. Any recipient of this RFP who responds hereto fully acknowledges all the provisions of this Discloser and Disclaimer and agrees to be bound by the terms hereof. Any proposal submitted pursuant to this RFP is at the sole risk and responsibility of the party submitting such proposal.

This RFP is made subject to correction of errors, omissions, or withdrawal without notice. Information contained in the RFP is for guidance only and each recipient hereof is cautioned and advised to independently verify all of such information. In the event of any differences between this Disclosure and Disclaimer and the balance of the RFP, the provisions of this Disclosure and Disclaimer shall govern.

1-16 Proposal Contents: All material submitted becomes the property of the Town of Palm Beach. The Town has the right to use any or all ideas presented in any reply to this RFP. Selection or rejection of the proposal does not affect this right.

1-17 Ownership of Data: All data, diagrams, project plans, maps, photographs, and other material collected or prepared under the Agreement shall become the property of the Town.

1-18 Public Entity Crimes: In accordance with Florida Statute 287.133, no award will be made to any person or affiliate identified on the Department of Management Services' "Convicted Vendor List". This list is defined as consisting of persons and affiliates who are disqualified from public contracting and the purchasing process because they have been found guilty of a public entity crime. A "person" or affiliate" includes any natural person or any entity, including predecessor or successor entities or an entity under the control of any natural person who is active in its management and who has been convicted of a public entity crime.

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

By signing and submitting the Bid documents, the submitting firm attests that they have not been placed on the "Convicted Vendor List" or found guilty of a public entity crime.

1-19 Drug-Free Workplace: Preference shall be given to businesses with Drug-Free Work Place (DFW) programs. Whenever two or more proposals which are equal with respect to price, quality, and service are received by the Town for the procurement of commodities or contractual services, a proposal received from a business that completes the attached DFW form certifying that it is a DFW shall be given preference in the award process.

1-20 Palm Beach County Inspector General: The Proposer shall be aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of any contracts resulting from this solicitation, and in furtherance thereof may demand and obtain records and testimony from the contractor and its subcontractors and lower tier subcontractors. The Bidder understands and agrees that in addition to all other remedies and consequences provided by law, the failure of the Proposer or its sub contractors or lower tier subcontractors to fully cooperate with the

Inspector General when requested may be deemed by the municipality to be a material breach of this contract justifying its termination.

1-21 Code of Ethics: If any Proposer violates or is a party to a violation of the code of ethics of the Town of Palm Beach, Palm Beach County or the State of Florida with respect to this proposal, such Proposer may be disqualified from performing the work described in this proposal or from furnishing the goods or services for which the proposal is submitted and shall be further disqualified from submitting any future proposals for work, goods or services for the Town of Palm Beach. The link for further information regarding the Palm Beach County Commission on Ethics is: <http://www.palmbeachcounthyethics.com/ordinances-codes.htm>.

1-22 Lobbying Prohibited: Proposers are not to contact or lobby any Town personnel or any person related or involved with this Request for Proposals. All oral or written inquiries are to be directed to the Purchasing Division as instructed herein. Any violation of this condition may result in rejection and/or disqualification of the Proposer. Please refer to Palm Beach County Registration Ordinance – Effective April 2, 2012 for further information; <http://www.palmbeachcountyethics.com/ordinances-codes.htm>.

1-23 Conflict of Interest: The award hereunder is subject to provisions of State Statutes and Town Ordinances. All Proposers must disclose with their Proposal the name of any officer, director, or agent who is also an employee of the Town of Palm Beach. Further, all Proposers must disclose the name of any Town employee who owns, directly or indirectly, an interest in the Proposer's firm or any of its branches.

1-24 Non-Collusion: Proposer certifies that their Proposal is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a Proposal for the same materials, services, supplies, or equipment and is in all respects fair and without collusion or fraud.

1-25 Cone of Silence: The Cone of Silence is a prohibition on any communication, except for written correspondence, regarding a particular request for proposal, request for qualification, bid or any other competitive solicitation between:

(1) Any person or person's representative seeking an award from such competitive solicitation; and

(2) Any County commissioner or commissioner's staff, any member of a local governing body or the member's staff, a mayor or chief executive officer that is not a member of a local governing body or the mayor or chief executive officer's staff, or any employee authorized to act on behalf of the commission or local governing body to award a particular contract.

For the purposes of this section, a person's representative shall include but not be limited to the person's employee, partner, officer, director, consultant, lobbyist, or any actual or potential subcontractor or consultant of the person.

The cone of silence shall be in effect as of the deadline to submit the proposal, bid, or other response to a competitive solicitation. The cone of silence applies to any person or person's representative who responds to a particular request for proposal, request for qualification, bid or any other competitive solicitation, and shall remain in effect until such response is with rejected by the county or municipality as applicable or withdrawn by the person or person's representative. Each request for proposal, request for qualification, bid or any other competitive solicitation shall provide notice of cone of silence requirements and refer to this article.

The provisions of this article shall not apply to oral communications at any public proceeding, including pre-bid conferences, oral presentation before selection committees, contract negotiations during any public meeting, presentations made to the board or local municipal governing body as applicable, and protest hearings. Further, the cone of silence shall not apply to contract negotiations between any employee and the intended awardee, any dispute resolution process following the filing of a protest between the person filing the protest and any employee, or any written correspondence at any time with any employee, county commissioner, member of a local municipal governing body, mayor or advisory board member or selection committee member, unless specifically prohibited by the applicable competitive solicitation process.

The cone of silence shall terminate at the time the board, local municipal governing body, or a county or municipal department authorized to act on behalf of the board or local municipal governing body as applicable, awards or approves a contract, rejects all bids or responses, or otherwise takes action which ends the solicitation process.

For further information refer to <http://www.palmbeachcountyethics.com/ordinances-codes.htm>
- Palm Beach County Registration Ordinance – Effective April 2, 2012.

1-26 Public Record Laws: In accordance with Florida Statutes 119.0701, the contractor shall comply with public records laws, specifically to:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
- (b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- (d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

If a contractor does not comply with a public records request, the Town shall enforce the contract provisions in accordance with the contract.

PART II

NATURE OF SERVICES REQUIRED

2-1 PURPOSE AND SCOPE OF SERVICES

The Town of Palm Beach (hereinafter known as “Town”) seeks proposals from qualified firms to provide Billing Collection Services for our Emergency Medical Services and other Accounts Receivable collection needs.

The Town was incorporated in 1911 and covers an area of approximately 4 square miles. Located on a barrier island in Palm Beach County, the Town has approximately 8,200 year round residents. During peak season, this number increases to nearly 30,000 residents. The Town operates under a Council Manager form of government and provides the following services to its residents: public safety (police and fire), public works (sanitation, storm water and parks maintenance, streets, coastal management), recreation (marina, golf, & tennis), planning, zoning and building inspections and general administrative services.

The Town is Customer Service oriented and firmly believes in a positive approach in dealing with debtors. The Contractor shall not use tactics that may be interpreted as harassment or as demeaning or that may reflect poorly on the Town’s efforts. The Town requires the Contractor to exercise high ethical standards in their collection philosophy and techniques. The Contractor shall conduct its collection business in a professional manner, which will preserve the dignity of the Town and its relationship with its residents.

The Contractor shall meet with the Town at least annually to review processes.

Legal Requirements:

The Contractor shall handle and process all accounts referred by the Town in strict conformity with all applicable Federal and State of Florida laws.

2-2 WORK TO BE PERFORMED

The selected firm will provide the following services:

- Perform all necessary services on the Town’s behalf in order to obtain collection of amounts due to the Town on accounts submitted to the collection agency
- Collection activities, which include, but are not limited to, telephone contact, mail correspondence, skip tracing and credit bureau reporting
- Provide monthly reports to the Town detailed for each Town department for the following items:
 1. Acknowledgement of new accounts submitted
 2. Status of all accounts submitted
 3. Accounts no longer being pursued and the reason why

4. Active accounts showing the amount submitted, amount paid in the current period (30 days), amount paid to date, balance remaining on the account and amount of commission resulting from any current payment

5. Summary report detailing by year the number of accounts and amounts placed in collection, average amount of account in collection, collection payments received to date, percentage of collection, and commission to date

- Remit the amount due to the Town resulting from payments made directly to the agency by the 15th of each month
- Return to the Town at no charge or billed commission any account that was placed in error or any account previously submitted but requested returned by the Town for Town and/or legal follow up and collection – Only upon approval by the Town's Director of Finance will the agency pursue legal action for collection
- Accept any account submitted to the agency regardless of account amount or age of receivable
- Provide a primary and secondary contact to the Town for daily operational issues
- The successful proposer needs to be able to accept accounts transferred electronically and, each Town department should have a separate login to access their specific information (may be up to four).

At this time, there are approximately \$40,000 in delinquent (over 120 days old) EMS accounts.

PART III

PROPOSAL REQUIREMENTS

3-1 RULES FOR PROPOSALS

Proposer shall submit **one (1) original and four (4) copies** in a clear, concise format on 8½ " x 11" papers, in English. The proposal shall contain tabbed sets of the information required herein to be considered for award. Omission of required data may be cause for disqualification. Any other information thought to be relevant, but not applicable to the enumerated sections, should be provided as an appendix to the proposal. If publications are supplied by a Proposer to respond to a requirement, the response should include reference to the document number and page number. Proposals not providing this reference will be considered to have no reference materials included in the additional documents.

Proposals must be properly signed in ink by the owner/principal having the authority to bind the firm to this agreement.

The proposal must name all persons or entities interested in the proposal as principals. The proposal must declare that it is made without collusion with any other person or entity submitting a proposal pursuant to this RFP.

3-2 SUBMISSION OF PROPOSALS

An **original copy** (so marked) and **four (4) copies** to include the following shall be submitted for a proposing firm to be considered:

1. **Title Page.** Title page shall provide the request for proposals' subject, the firm's name, the name, address and telephone number of contact person, and the name, address, principal place of business and telephone number of legal entity with whom the contract is to be written.
2. **Table of Contents.** The table of contents of the proposal should include a clear and complete identification of the materials submitted by section and page number.
3. **Transmittal/Introduction Letter.** The introduction letter shall provide introductory information of the Company including the corporate name (if applicable), address and telephone number of principal office, number of years in business and size of staff. This letter will summarize in a brief and concise manner that the Proposer understands the work to be performed, the commitment to perform the work within the anticipated time period, a statement why the firm believes itself to be best qualified to provide the services, and a statement that the proposal remains in effect for ninety (180) days. An agent of the Proposer authorized to bind the firm must sign the Letter of Transmittal indicating the agent's title or authority. Include a reproduction of Corporate Charter Registration, if applicable and indicate the primary person responsible for this project.
4. **Firm Composition, Qualifications and Background.** The Submittal Package shall include the name and type of firm or organization (corporation, partnership, joint venture, etc.) that will serve as the Applicant Firm, and provide the name of the single-entity responsible for the Project. The history, ownership, organization, and background of the Applicant Firm shall be provided. If the Applicant Firm is a joint venture, the required information shall be submitted for each member of the joint venture firm. Details of the organizational structure of the joint venture shall be given. Include a general statement describing the types of services offered by the firm, location of main and branch offices, and number of years in business. The Firm shall have a minimum of five (5) years relevant business experience similar to scope of work as described herein.

Qualified firms will have performed Emergency Medical Services (EMS) Billing and Collection Services for government entities. The proposal shall furnish written information that is necessary to determine its responsibility and competency to successfully accomplish these services, which includes furnishing the proposer's success rate for collection of municipal and/or utility accounts.

The Applicant Firm should provide examples of projects where the firm provided services on behalf of at least five (5) client references of which at least three (3) municipal clients. The firm should demonstrate how it interacts with municipal clients and provides and exchanges information relative to the requirements.

The references shall be clients for whom they have provided similar services to those outlined in this request for qualifications and shall be current (within the last 3 years).

- a. Name and address of client.
- b. The nature of the firm's contract.
- c. The owner's representative's name, addresses, and phone number.
- d. Date contract started and ended.
- e. Scope or nature of contract
- f. Present status of the contract.

Letters of Commendations or Recommendation may be included in this section.

5. **Technical Proposal.** The detailed technical proposal should follow the order set forth below in this Request for Proposal.
6. **Cost Proposal.** Complete detailed fee schedule for provision of services and any additional fees, using forms provided.
7. **Proposers Qualifications.** Executed copy of form.
8. **List of Professional References.** Executed copy of form.
9. **Drug Free Certification.** Executed copy of form.
10. **Addendum.** Acknowledgement in appropriate section herein of receipt of each addendum issued by the Town.
11. **Variations/Exceptions.** Provide a list of services which are not included in the firm's proposal to the required services as outlined in the Scope of Services along with any exceptions or variations to any section of the proposal.
12. **Financial Information.** An indication of the resources and the necessary working capital available and how it will relate to the firm's financial stability through the completion of the project shall be included in the RFP response. If selected as a short listed finalist, the Town may order a Dun & Bradstreet report and may request reimbursement from all short listed finalists for the cost of the report.

Proposals must be submitted in a sealed envelope/package clearly marked with the name of the proposing firm and the following: **"RFP No. 2015-30 – Billing Collection Services"**.

3-3 TECHNICAL PROPOSAL

The purpose of the technical proposal is to demonstrate the qualifications, competence, capacity and methodology of the firms seeking to provide the services in conformity with the requirements of this Request for Proposal. As such the substance of proposals will carry more weight than their form or manner of presentation. The technical proposal should demonstrate the combined qualifications of the firm and of the particular staff to be assigned

to this engagement. It should also specify an approach that will meet the Request for Proposal requirements.

The technical proposal should address all of the points outlined in the Request for Proposal. The proposal should be prepared simply and economically, providing a straightforward, concise description of the proposer's capabilities to satisfy the requirements of the Request for Proposal. While additional data may be presented, the following subjects must be included.

Section 1: APPROACH TO THE PROJECT

The proposal shall include a description of the proposed service, with any exhibits or documentation deemed essential, addressing the following phases of the proposed service:

- Overall approach and methods to provide the services described herein;
- Describe involvement of Town staff;
- Describe the current work load;
- Methodology intended to implement and accomplish provision of these services.
- Discussion of all fees and charges.

Please provide us with your creative ideas as to:

- Your plan for providing this service;
- Recommendations to provide additional services, if any

Section 2: OPERATIONAL INFORMATION

Proposers shall submit the following information as described in the sections below:

- A) Hours of operation.
- B) Proposed staffing levels, including supervision.
- C) Provide resumes of all persons who will be involved in the business and the actual operations.
- D) Describe the services your firm provides that would address the areas of interest outlined in this RFP
- E) Describe your firm's process and ability to provide the services.
- F) Describe your firm's process and ability to provide services on a "rush" basis, e.g. collections for unscheduled events.

Section 3: KEY PERSONNEL AND JOB PLANNING

- A) The proposal shall identify and provide resumes of the project manager and key project team members and for additional members that may be involved in the

project in the event of staff unavailability. The Proposal shall identify who is directly responsible for each type of project to be considered.

- B) Provide the Town with information regarding your bonding and insuring of personnel.
- C) The proposal shall identify and outline your firm's employee screening procedure – including background checks, drug testing and driver's license checks.
- D) Explain your training procedures as they relate to the collection process – security of personnel and revenues.

Section 4: COST DETAIL

Provide cost details showing commission schedules for services. Any additional information or methodology may be attached to the proposal.

The selected firm will meet with the various Town Departments to determine the specific accounts for collections.

Complete the Town provided Proposal Page.

- ***Failure to do so may be cause for rejection.***
- ***All blanks on the forms must be completed.***
- ***Modification to the forms (unit of measure, descriptions, etc.) shall not be allowed.***
- ***Supplemental information may be attached.***

PART IV

EVALUATION OF PROPOSALS

4-1 EVALUATION AND AWARD

The Town will select proposals deemed most qualified based on the submittal criteria. The Selection Committee will rank those Proposers whose proposals are deemed most qualified.

The Town reserves the right to select the proposal which in the opinion and sole discretion of the Town will be in the best interest of and/or most advantageous to the Town. The Town reserves the right to waive any irregularities and technicalities and may at its discretion request re-submittal of proposals.

4-2 SELECTION COMMITTEE - A Selection Committee, consisting of Town personnel, will convene, review and discuss all proposals submitted. The Purchasing Manager will chair the committee.

4-3 REVIEW OF PROPOSALS - The Selection Committee will use a point/percentage formula during the review process to score proposals.

4-4 EVALUATION CRITERIA - The criteria and weights as shown herein shall be utilized in the evaluation of the proposals. The Selection Committee will evaluate all responsive written proposals to determine which proposals best meet the needs of the Town, based on the evaluation criteria. It is expected that a contract will be executed between both parties for the services as may be necessary. The evaluation criteria will be based on Qualifications and Experience, Quality of Services, Technical Approach to the Project/Scope of Work, Creative ideas, Operational information, Financial Information and Cost Detail.

4-5 INNOVATIVE CONCEPTS AND RECOMMENDATIONS - Any innovative concepts and recommendations for expansion of services or to enhance the quality of services to the Town that the Proposer considers pertinent for consideration should be included in the proposal.

4-6 SELECTION - Consultant (s) selection and award of contract shall be done in accordance with the Town policies and procedures. The Selection Committee will evaluate, rank all qualified proposers, and prepare a shortlist. Additionally the Committee may receive presentations and recommend to the Town Council one or more firms determined to be the most qualified to provide the consulting services required. The Town will negotiate contract (s) with the top ranked firm (s), or succeeding ranked firms should negotiations fail. Award (s) shall be based on all the information submitted by the consultant, a thorough review of all references provided based upon criteria set forth herein.

4-7 ORAL PRESENTATIONS - Upon completion of the evaluation of all written proposals, the Selection Committee shall determine whether to recommend award to the Proposer with the highest score, or to invite those firms in the "Competitive Range" to give an oral presentation. Only those firms with the highest rated scores in accordance with the stated criteria and their weights may be invited to give oral presentations. During the oral presentations, the proposers shall include (but not be limited to) their approach to the project. The proposed Project Manager should be in attendance. If oral presentations are requested, evaluations of firms will be based upon the original proposal evaluation criteria.

4-8 FINAL SELECTION - The Selection Committee will submit the recommended award to the highest ranked proposers (with all proposers in ranked order) to the Town Council for final approval. The Town will select the firm that meets the best interests of the Town. The Town shall be the sole judge of its own best interests, the proposals, and the resulting negotiated agreement. The Town's decisions will be final. Upon Council authorization, contract negotiations will be initiated with the first ranked firm. If those negotiations are unsuccessful, the Town will formally terminate negotiations with the first ranked firm and will commence contract negotiations with the next ranked firm, etc. Upon successful contract negotiations with the prevailing firm, the remaining firms will be notified that the process has been completed and that they were not selected.



**TOWN OF PALM BEACH
RFP No. 2015-30**

BILLING COLLECTION SERVICES

PROPOSAL PAGE

COST PROPOSAL	
1	PERCENTAGE OF COMMISSION _____%

The hereby undersigned representative submits this proposal and certifies that they are an authorized representative of the proposer who may legally bind the proposer:

***SIGNATURE:** _____

Name: _____ Title: _____

Printed

Company: _____ Address: _____

Legally registered name

City: _____ State: _____ Zip: _____

Telephone No: _____ Fax No: _____

Federal ID #: _____ Dun Bradstreet #: _____

***Failure to affix signature may result in disqualification of proposal.**

Name of Designated Contact Person: _____

Address: _____

Phone Number: _____ Fax Number: _____

Cell Phone Number: _____ Email: _____

Acknowledgement is hereby made of the following Addenda received since issuance of this Request for proposals:

Addendum No. _____ Dated: _____ Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____ Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____ Addendum No. _____ Dated: _____



**TOWN OF PALM BEACH
RFP No. 2015-30**

BILLING COLLECTION SERVICES

PROPOSERS QUALIFICATIONS

The Proposer, as a result of this proposal, must hold a County and/or Municipal Tax Receipt (Occupational License) in the area of their fixed business location. Each proposer must complete the following information and submit with their proposal in order to be considered:

1. Legal Name and Address:

Name: _____

Address: _____

City, State, Zip: _____ Phone/Fax: _____

2. Check One: Corporation () Partnership () Individual ()

3. If Corporation, state: Date of Incorporation: _____ State in which Incorporated: _____

4. If an out-of-state Corporation, currently authorized to do business in Florida, give date of such authorization: _____

5. Name and Title of Principal Officers

Date Elected:

_____	_____
_____	_____
_____	_____
_____	_____

6. The Vendor's length of time in business: _____ years

7. The Vendor's length of time (continuous) in business as a service organization in Florida: _____ years

8. All proposers must disclose with their proposal the name of any officer, director or agent who is also an employee of the Town. Further, all proposers must disclose the name of any Town employee who owns, directly or indirectly, an interest in the bidder's firm or any of its branches.

Name _____ Percentage of Interest: _____

9. A copy of County and/or Municipal Tax Receipt (Occupational License) in the area of their fixed business location.

Note: Information requested herein and submitted by the proposers will be analyzed by the Town of Palm Beach and will be a factor considered in awarding any resulting contract. The purpose is to insure that the Proposers, in the sole opinion of the Town of Palm Beach, can sufficiently and efficiently perform all the required services in a timely and satisfactory manner as will be required by the subject contract. If there are any terms and/or conditions that are in conflict, the most stringent requirement shall apply.



**TOWN OF PALM BEACH
RFP No. 2015-30**

BILLING COLLECTION SERVICES

LIST OF CURRENT & PERTINENT PROFESSIONAL REFERENCE

The following is a list of at least **five** (5) current (within the last two years) and pertinent professional references that the Town can contact in relation to Proposer's qualifications, financial stability, and experience. Failure to furnish this information may be grounds for rejection of the proposal.

1. Name and Address of Firm, City, County, or Agency	Scope of Work:	
	Date(s):	
	Amount:	
	Contact:	
	Telephone No:	
For Town Use Only: Comments: Reference Verified: Yes ☐ No ☐		

2. Name and Address of Firm, City, County, or Agency	Scope of Work:	
	Date(s):	
	Amount:	
	Contact:	
	Telephone No:	
For Town Use Only: Comments: Reference Verified: Yes ☐ No ☐		

3. Name and Address of Firm, City, County, or Agency	Scope of Work:	
	Date(s):	
	Amount:	
	Contact:	
	Telephone No:	
For Town Use Only: Comments: Reference Verified: Yes ☐ No ☐		

4. Name and Address of Firm, City, County, or Agency	Scope of Work:	
	Date(s):	
	Amount:	
	Contact:	
	Telephone No:	
For Town Use Only: Comments: Reference Verified: Yes ☐ No ☐		

5. Name and Address of Firm, City, County, or Agency	Scope of Work:	
	Date(s):	
	Amount:	
	Contact:	
	Telephone No:	
For Town Use Only: Comments: Reference Verified: Yes ☐ No ☐		

Company Name: _____



**TOWN OF PALM BEACH
RFP No. 2015-30**

BILLING COLLECTION SERVICES

DRUG-FREE WORK PLACE CERTIFICATION

Whenever two (2) or more bids/proposals, which are equal with respect to price, quality, and service, are received by the Town of Palm Beach for the procurement of commodities or contractual services, a bid/proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of controlled substances is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in number (1).
4. In the statement specified in number (1), notify the employees that as a condition for working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction on or plea of guilty or nolo contendere to any violation of Chapter 893, Florida Statutes or of any controlled substance law of the United States or any singular state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, Florida Statutes.

***This Certification is submitted by _____ the
(Individual's Name)***

_____ of _____
(Title/Position with Company/Vendor) (Name of Company/Vendor)

Who does hereby certify that said Company/Vendor has implemented a drug-free workplace program, which meets the requirements of Section 287.087, Florida Statutes, which are identified in numbers (1) through (6) above.

Date

Signature



**TOWN OF PALM BEACH
RFP No. 2015-30**

BILLING COLLECTION SERVICES

LIST OF PROPOSED SUBCONTRACTORS

The undersigned Proposer hereby designates, as follows, all major subcontractors whom they propose to utilize for the major areas of work for the project. The proposer is further notified that all subcontractors shall be properly licensed. Failure to furnish this information may be grounds for rejection of the proposal. (If no subcontractors are proposed, state "None" on first line below.)

Name and Address of Subcontractor	Scope of Work	License #
1.		
2.		
3.		
4.		
5.		

Signature and Date _____

Title/Company _____



TOWN OF PALM BEACH
RFP No. 2015-30
BILLING COLLECTION SERVICES
EVALUATION CRITERIA

Criteria	Weight
Qualifications and Experience/Ability of Professional Personnel • Ability to provide personnel with appropriate skills and knowledge in a timeframe that meets the Town's operational needs. • Qualifications & experience of the firm relevant to the Scope of Work. • Availability of qualified personnel. • Experience with parking meter/kiosk collections. • Ability to meet set standards. • Previous experience in providing services of similar scope and complexity with the Town and/or other governmental agencies. • Personnel screening and training.	25%
Quality of Services • Conveyance of a willingness to work with Town staff to maximize resources. • The ability to satisfactorily convey, via the completeness and responsiveness of their Proposal, a depth of understanding of the Scope of Work and the firm's capacity to accomplish it successfully. • High quality level of services to be provided to Town.	25%
Technical Approach to the Project/Scope of Work • Understanding of the requirements and needs of the Town • Approach to the Project and Methodology • Technical Soundness of the proposal • Applicability of the services offered • Meeting the Town's operational requirements. • Security measures proposed.	35%
Fee • Pricing Structure • Fee Schedule work sheet • Any other Costs	10%
Financial/Other • Overall completeness, clarity and quality of proposal • Time frames and delivery dates / Project Schedule • Volume of Work in process • Financial resources and capabilities/financial statement certified by a CPA • Annual Report submitted and determined adequate by Town • Evidence of insurance/bonding capability.	5%



Collection Services Proposal
Presented To
Town Of Palm Beach
West Palm Beach, FL
RFP-2015-30-0-2015/JAC

Healthcare

Government

EMS

Retail

Utilities

Education



617 SOUNDSIDE ROAD
EDENTON, NC 27932
Telephone No: 800-777-4433
Fax No: 866-907-7667

PROPRIETARY NOTICE

ALL INFORMATION AND SAMPLE MATERIAL WITHIN THIS INFORMATION PACKAGE IS THE SOLE PROPERTY OF APPLIED BUSINESS SERVICES (ABS), dba SECURITY COLLECTION AGENCY (SCA), AND IS PROVIDED TO ASSOCIATES OF YOUR ORGANIZATION WHO HAVE AN INTEREST IN ITS CONTENT. MATERIALS CONTAINED HEREIN SHALL NOT BE COPIED AND DISTRIBUTED WITHOUT THE EXPRESSED CONSENT OF ABS/SCA.



1	Company Profile
2	Company Overview
3	Full Service Collections & Legal details
4	SCA Organizational Chart
5	Technology Overview Parts I-IV
6	Methods of Transmittal
7	Proposal Requirements
8	Quality Assurance
9	Capabilities
10	Past Experience & Referrals
11	Sample Letters/Reports
12	Cost/Contract



41 Years of
Experience

Applied Business Services/Security Collection Agency

617 Soundside Road

Edenton, NC 27932

800-777-4433 (Toll Free)

866-907-7667 (Toll Free Fax)

252-482-7666 (Office)

252-482-7667 (Fax)

Email: client.services@abs-sca.com

North Carolina Permit # 100580

Authorized Person to Contact: Lucy McKellar

Director of Client Services

Visit us at our Website:

www.abs-sca.com

Sales

Raleigh, NC
919-510-5450

Sales

Charleston, SC
843-573-9878



OUR DIFFERENCES

Security Collection Agency (SCA) is the trade name for Applied Business Services, Incorporated and a North Carolina based corporation established in 1974. Over the past forty (40) years, SCA has grown into one of the largest, full-service collection agencies in the Southeast and provides a range of services aimed at filling the needs of healthcare providers. Over ninety-eight percent (98%) of our work is healthcare related and includes multiple hospitals, surgical centers, urgent care facilities, physician groups, emergency medical services and more. We have been profitable in each of our forty (40) plus years of service.

NO COLLECTION = NO FEES

- ✓ Collection staff are licensed **Professional ACA Certified Collectors** (American Collectors Association.)
- ✓ Full time Computer System Engineer & Computer Programmers on site.
- ✓ All collection programs and other software are internally designed, written & maintained by Security Collection Agency. No outside help is needed to give exclusive collection details to your customized collection package.
- ✓ **Security Collection Agency's Client Portal provides 24/7 access to your accounts at no cost.**
- ✓ Our professional collection system makes interfacing, informational exchanges & working with multiple systems much easier and less time consuming.
- ✓ Security Collection Agency can immediately insert or change the wording of letters, collector talk-offs, timing of phone calls, the timing of letters, the volume of contacts, type of action to be taken and any other enhancements to the collection process that you request.
- ✓ Out of forty plus (40+) collection agencies we are ranked among the top two candidates for Emergency Medical Services Management & Consultants.
- ✓ Automated collection process includes and insures the following results:

No missed dates for specific actions	No missed follow-up dates or actions
No missed contacts	No shortcuts
No forgetting	

Our actions are computer programmed to occur automatically (i.e. letters, phone calls) or computer programmed to occur in a specific order by an individual (i.e. follow-up for broken promises). We **DO NOT** leave collection activity for individuals to "remember" or choose what they want to do. Actions are taken either automatically or placed on a computer screen in front of the collector in clear item action order.

Our Technology & Systems

Fully Computerized with IBM I Series Servers	Cisco routers and network hardware
Predictive dialer telephone system	Automated informational exchanges
Automated accounting programs	Automated mail processing system
Generac 36 KW Natural Gas Generator for Disaster Recovery	

Scope of Services Include

Full Skip-Tracing Locator Services	Insurance & Self-Pay Early-Out Collections
Medicaid/Medicare and Commercial Insurance Specialists	Legal Services
Credit Bureau Reporting and Maintenance Services	Full HIPAA Compliance Standards
Bad Debt Collections	Certified Compliance Officer on site

Mailing Address: P.O. Box 910
Edenton, NC 27932

www.abs-sca.com

Telephone: 252-482-7666
Facsimile: 252-482-7667



Company Overview

Applied Business Services/Security Collection Agency is located in the historical waterfront community of Edenton, NC.

Established in 1974, **Applied Business Services/Security Collection Agency** is a results driven full service accounts receivable company assigned more than Two Hundred Thirty Five Million (\$235,000,000.00) per year of new delinquent debt accounts. Over 95% of these account placements are various types of healthcare providers. Primarily: Hospital Facilities, Physicians Groups, and EMS Squads.

Applied Business Services/Security Collection Agency has developed into one of the largest collection agencies in the Southeast because...

- Remained profitable each of our 41 years
- Never been named in a lawsuit
- Customizable collection solutions
- Top dollar return
- Protection of our clients' reputations
- Optimal client service
- Ongoing training and experienced Management
- Compliance with all industry laws & Regulations
- Quality assurance audits
- Maintain the latest technology standards



Full Service Collections

Applied Business Services/Security Collection Agency:

Full Service Collection-Contingency Based:

Our full service collection model provides:

- The latest technology for accounts receivables recovery.
- Full collection letter series (4 letters) + 1 Credit Bureau Letter (total of 5).
- 20+ special collection automatic notices that can occur throughout the collection process until the account is paid in full. **Samples available upon request.**
- Accounts that remain unpaid or without concrete payment arrangements, will be reported to the three major Credit Bureaus.
- Our full Skip Tracing Protocol returns updated address and phone numbers within 72 hours.
- Each account will be assigned a series of telephone campaigns by professional collection specialists utilizing techniques to effect maximum collection.
- * Insurance and other Third Party Payer Search.

Collection suits may be filed at an additional percentage fee.

You shall have the right to review all letters and notices before they are sent.

We handle all communication with the debtor and facilitate dispute resolution.



Legal Collection Process

Legal Collection Process (Optional Service)

When ABS/SCA has exhausted all efforts in its pursuit of patient account payment, it automatically transfers the account to affiliated attorneys for further action deemed useful in further efforts to recover the account. Once ABS/SCA determines that its efforts will not produce positive results, it will forward all account information (account balances of \$150.00 and more) to the attorney affiliate. Once received by the attorney, the account information is reviewed and the attorney generates a letter to the guarantor explaining the seriousness of the debt and that payment is required to prevent any consideration of legal action. If the guarantor makes a payment, either in full or partial, the account is placed in a payment hold status until satisfied. If the guarantor does not pay within thirty (30) days of generation of the first attorney letter, a final written communication is made.

At that point, the attorney begins a review of accounts with balances greater than \$500.00 that have been unresponsive. In instances where suitable assets are located and court filings may be appropriate, direct contact with client will be made for review of selected guarantors.

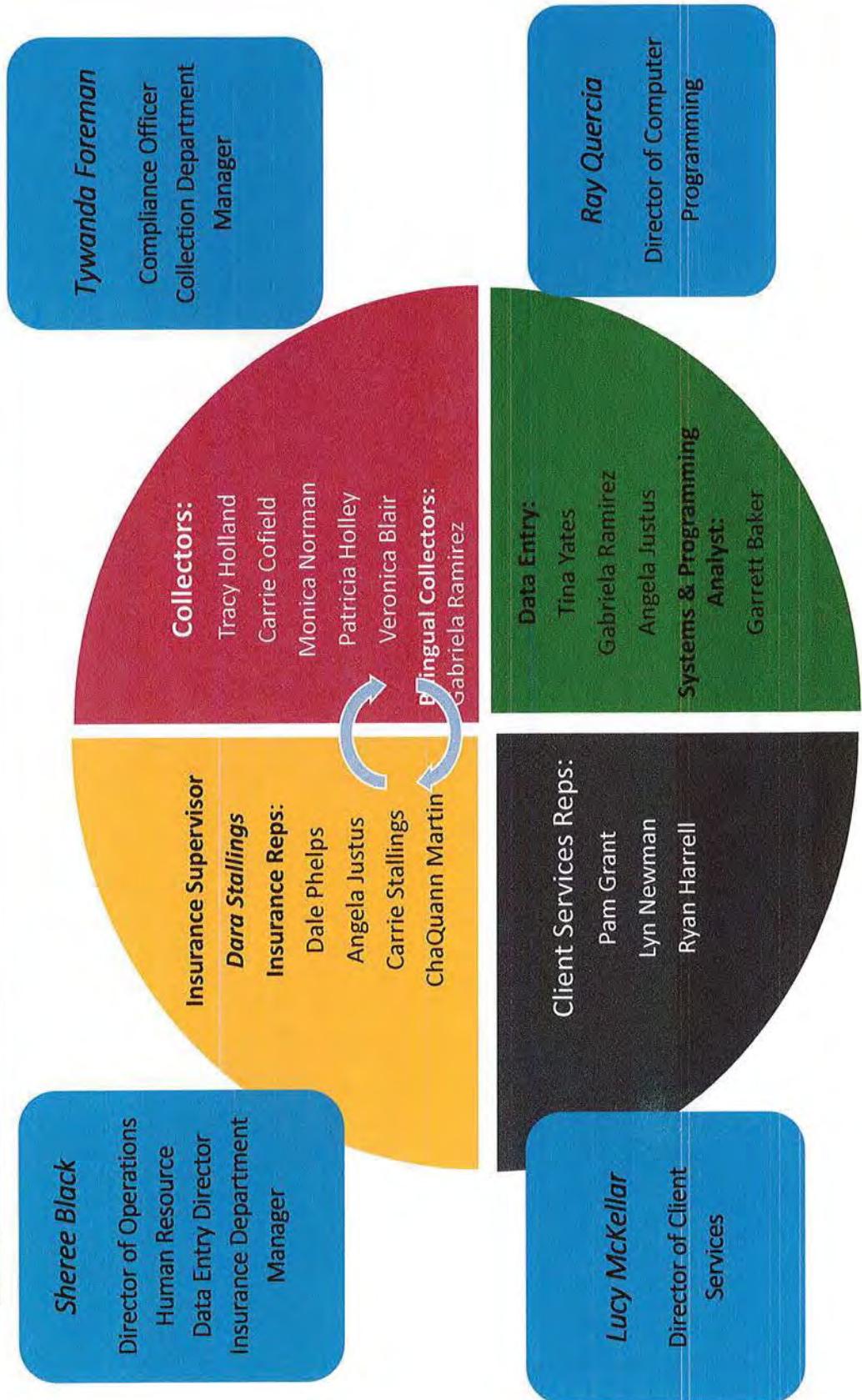
Our Legal Collection Process Services, if requested, ends at this point without clients incurring additional expenses. If selected, the following can occur:

If further action is approved by your office the attorney will handle preparation and details of court filings with a goal of a judgment against the guarantor. No formal legal action is taken unless instructed to do so by client. A letter of notification by the attorney affiliate of legal option will produce positive payment results from some percentage of guarantors.



SCA Organizational Chart

President Alfonso W. Cox



Curriculum Vitae

Lucy A. McKellar

2011- Present

Director of Client Services Department

617 Soundside Road
Edenton, NC 27932
P: 800-777-4433
F: 866-907-7667
lmckellar@abs-sca.com



SUMMARY OF QUALIFICATIONS

- Main contact for all clients of Security Collections duties include but are not limited to:
 - Maintaining a healthy, positive and open communication between SCA and their clients.
 - Provide Client services such discuss contracts, Business Associate Agreements, terms and conditions, ensure all clients understand ACA laws and policy as third party collector.
 - Data entry of new clients, establish lines of communications, monthly collection report distribution.
 - Maintain and update all client contacts, respond and resolve client concerns, questions among other details. Client site visits, service presentations.
 - Provide detailed monthly collections reports to include:
 - Collection Analysis Report
 - Recovery by Placement Report
 - Collection Payment Report
 - Adjustment and Deletion Report
 - Monthly Invoice

RELEVANT EXPERIENCE

- Previous Director of the Client Services Department and Marketing Director for the US Naval Hospital located in Ceiba, Puerto Rico
- Software Consultant - Prologic Corporation, Panama City, Panama & Puerto Rico
- Office Manager Orthodontic Practices Dr Luis Toro Lloveras, Fajardo, Puerto Rico

EDUCATION

- BA in Arts, major Psychology with a minor in Business.
- Microsoft Certified
- HIPPA/Jacho Certified
- Certified Incident Stress DE briefer
- Bilingual Spanish/English. Proficient in Meditech, Citrix, AS400, Star 18 & 19, Eclipses, Horizon, Invision, Careline, All Scripts, OAS Gold, Juniper.

Curriculum Vitae

Tywanda Foreman Bell

2003- Present

Collections Manager/Compliance Director

617 Soundside Road
Edenton, NC 27932
P: 800-777-4433
F: 866-907-7667
tbell@abs-sca.com



SUMMARY OF QUALIFICATIONS

- Manage duties for the Collections department to include quality and productivity monitoring, required interim reports, training, etc.
- Maintain current updates on all Federal and State regulations pertaining to first and third party collections.
- Work with Management to research and address any potential compliance issues.
- Implementation of PPMS (Professional Practices Management System).
- Early-Out Client Liaison to ensure all client issue are directed to the correct area and requests are addressed in a timely manner.

RELEVANT EXPERIENCE

- Household International: Provided customer service complaints & resolution representative for the Executive Complaint Department. Experience in processing account functions such as application of payments, adjustments, account audits, restructuring of accounts, wire transfers.
- US Postal Service: Mail Handler processed, sorted incoming and outgoing mail local and internationally.
- Retail Management.

EDUCATION

- PCS (Professional Collection Specialist) Certified
- Certified Compliance Officer
- Healthcare Collection Management Certification
- PPMS Certified (Professional Practices Management System)
- In progress Compliance Specialist Certification
- ACA Scholar Degree
- ACA Fellow Degree



Technology Overview

*Ability to send and receive data using numerous methods.
(See methods of transmittal)*

Applied Business Services/Security Collection Agency

has the following technologies regarding its collection services, security and back-up processes:

Our Technologies: Part I

Capabilities: **Quality Assurance Audit Results upon request.**

- **FTP –File Transfer Protocol with PGP Encryption on our own FTP Server as well as FTP back-up provider Worldwide.**
- **Customizable Proprietary Software - Automated account flow & status determined.**
- **Automated Report Acknowledgement.**
- **IBM i-Series Servers with Windows Network Environment - Back-up Server.**
- **Dell OptiPlex PC's with Battery Back-up.**
- **Nortel 400 Phone System.**
- **Onvisource Voice recording System.**
- **Full Building Back-up Generator for any power outages.**
- **Hosted Livevox Predictive Dialer - Call Center file loaded nightly with time zone calling. Cell Phone Scrub.**
- **Auto scribe/Payment Vision – payment card Industry (PCI Certified Gateway): Ability to receive payments (all credit cards & ACH payments) through our website by phone.**
- **Client access to accounts via Secure Web Portal (SSL) and have ability to generate customized reports.**
- **TLO/Experian - Skip Tracing for correct addresses and phone numbers with 24 hour turnaround.**



Back- Up Procedures

Applied Business Services/Security Collection Agency has the following technologies regarding its collection services, security and back-up processes:

Our Technologies Part II:

Back-Up Procedures/Tested Monthly

Collection Management Software back-up for IBM i-Series Servers:

- Daily Full System tape back-up stored in secure off-site location.
- Monthly tape back-up stored in secure off-site location.
- Daily redundant back-up via the internet to 2 remote secure hosted servers for 24 hour restore –Vault 400.
- Physical Fail-over IBM i-Series Server for Business Continuity & Disaster recovery.

File Server Back-Up:

- Daily back-up tape stored in secure off-site location.

Email:

- Email data back-up via secure hosted server via the Internet.
- Battery pack back-up on all PC's and Servers.

Back-up procedures to full production takes 30 to 45 minutes.

Applied Business Services/Security Collection Agency

Our Technologies: Part III

Data Security:

- FTP - File Transfer Protocol with PGP Encryption on our own FTP Server as well as FTP back-up provider Worldwide
- FTPS - Port 21 SSL (Secure Socket Layer) 265 bit encryption
PCP Encryption
- Email - Password WinZip
- DMZ - Sonic Firewall
- ABS currently utilizes the program GoAnywhere Director from Linoma Software. It Streamlines, secures and automates data transfers through a browser interface. It secures transmissions with open PGP, SSL, SSH and Zip with AES. This allows us to fully automate and schedule our FTP transfers as well as automate our file encryption/decryption using PGP and password protected ZIP files. For security, GoAnywhere connects via FTPS and SFTP along with the standard FTP protocols. When the transfer/encryption/decryption completes, GoAnywhere Services allows trading partners to securely download/upload files with you. No proprietary software is needed and includes event triggers. GoAnywhere also sends out confirmation emails over a secure SSL email connection. All of these tasks are done with a full audit trail as well.
- Business Continuity & Disaster Recovery tested semi-annually.



Technology Overview



Technology Overview

Applied Business Services/Security Collection Agency:

Has the following technologies regarding its collection services, security and back-up processes:

Our Technologies Part IV:

Data Security

- Compliance with: HIPPA; Graham-Leach Law; Red Flag Rules; FCRA; FDCPA
- Shredding - paper
- Data retention and disposal policy
- Facility Access: fob and only to authorized personnel and during authorized hours
- Network restriction to system by job function
- Password protection
- Locked file cabinets
- Identity Theft Policy Procedures
- Collection telephone associates have no paper or writing utensils at their work stations

Copies of our Credit Bureau Reporting, Red Flag Rules and Identity theft policies are available upon request.



Methods of Transmittal

Applied Business Services/Security Collection Agency:

As part of our robust technical infrastructure we are able to send and receive information in the following ways:

Input and Output Delivery Methods:

- FTP- File Transfer Protocol

We have our own FTP server as well as a hosted backup FTP provider.
- FTPS - Port 21 SSL (Secure Socket Layer) 256 bit encryption PGP encryption is available
- Data file attached to Email (Internet)-WinZip-Hosted Email server ISP.
- VPN – Virtual Private Network
- Various Speed Modems (PC dial up)
- Bisynchronous/Asynchronous Communications
- Website data transfers
- Tape

Input and Output Formats:

- Excel
- Access
- Fixed Text
- Tab Delimited Text
- Pipe Delimited Text
- Comma Delimited Text
- Other Delimited Text
- PDF

We will furnish within seven (7) business days after month end, using a report approved by you, a monthly accounting as of the last day previous month, showing for each and every delinquent account for which money was collected during that month.



Security Collection Agency

A Division of
Applied Business Services

CLIENT FORMS INSTRUCTIONS

ELECTRONIC PLACEMENT:

- “ABS Electronic Placement form.xls” document is password protected, password is **appliedbusiness**, (case sensitive).
- Complete “Client Name” and “Client#” field. If you do not know this number, please contact ABS Client Services Department at (252) 482-7666.
- “Batch Date” field will be date batch was created.

ABS Account Placement Form (v. 2.0) | Email to: abs-sca@abs-sca.com

Client Name:		Batch Date:					
Client #:		Batch # (ABS Use Only):					
Client Acct #	Client Trans. #	Debtor Last Name	Debtor First Name	Guarantor Last Name	Guarantor First Name	Guarantor Addr 1	Guarantor Addr 2
123456789	1234567891234	Doe	John	Doe	John	123 Sample St	Apt 1234
Enter up to 9 digits only - either Acct# or Trans# are required.		Enter up to 13 digits only - either Acct# or Trans# are required.		Entry in this field is required		Entry in this field is required	
				Enter Address here		Enter Address line 2 here, if needed	

- Yellow highlighted area will advise you of required entry fields, also note the first four columns will stay in place as a reference or guideline. In the event of a minor please enter minor’s information under “Debtor” and Parents or Guardian’s information under “Guarantor”.

Placemnt \$\$	DOS	DOB
500.00	02/01/10	05/10/80

- All accounts placed must have a date of service, if a debtor has multiple dates of service, please enter the most recent date.
- Field shaded in blue/gray are **required** with the exception of Client Account# and Client Transaction#. You must enter at least one of these values, or both.
- Once completed, “Save As” in the following format: clientnamePlacDate.xls; **Example: progressPlac111614.xls**
- Click on the “Email to: abs-sca@abs-sca.com” link, add “Electronic Placements” in the subject field and attach document created.
- Send the email, and we’ll handle the rest!

PAYMENT/ADJUSTMENT FORM:

 Security Collection Agency	Client Name: _____	E-mail to: abs-sca@abs-sca.com
	Client Number: _____	OR Fax to: 1-866-907-7667
	Prepared By: _____	Date: _____
		Page: 1

						
SCA Acct#	Name	Client Acct#	Adjustment Up	Payment	Adjustment Down	Balance

- Open the form, tab over, type in your client name, client number, person preparing the form & the date. Then tab over to name, type in the patient's name, the account number, payment amount and balance. If you do not know your SCA client number you may leave in blank. The columns will automatically total up for you. If you need more than one page just save the first page from the instructions below and follow the same procedure for each page. Be sure to number the pages accordingly.
- Click "Save As" with the following filename format: clientnamePayDate.xls.
 - **Example: progressPay111614.xls**
- Attach to email or send via fax to the number listed on the form.

WITHDRAWAL FORM:

Account Withdrawal Report					
Client Name: _____			Sequence Number: _____		
Client Number (SCA use ONLY): _____			Date: ____/____/____		
Prepared by: _____			Page: ____ of ____		

Debtor Name Last First	SCA's Account Number	Client's Account Number	Withdrawal Amount	Reason for Withdrawal	Item #

- Open the form, tab over, type in the information
- Click "Save As", with the following file name format: clientnamewithdrawaldate.xls
 - **Example: progresswithdrawal_111614.xls**
- Then e-mail it as an attachment or fax the form back to us. All the information is included on the form.

In ABS/SCA we are always one phone call away, our Collection philosophy is to produce the highest recovery for our clients. If you require any reports that are not part of our standard package of reports, we will make the necessary programming changes and promptly provide such reports to you at no charge. If you should have any questions please contact our Client Services Department at 1-800-777-4433 or email us at client.services@abs-sca.com.

We wish you continued success and look forward to doing business with you.



HOSTED FTP INSTRUCTIONS

We now have two easy alternatives to access our Hosted FTP

A.

1. Using your web browser, go here: <https://abs.hostedftp.com/>
2. Click on "Login".
3. Type: client user (**Provided by SCA**)
4. Use default password: (**Provided by SCA**)

A screenshot of the Hosted FTP Login page. The page has a blue header bar with "Login" on the left and "Help" on the right. Below the header, there are two input fields: "Email / Username" and "Password". Below these fields is a "Login" button. Under the "Login" button, there is an "Options" section with a checked checkbox labeled "Remember email / username". At the bottom of the login form, there is a link that says "Forgot your password? Click here". Below the login form is a blue navigation bar with the following links: "Home", "Files", "Contacts", "Users", "Plugin", "Setup", and "Account". The "Files" link is highlighted with a white background.

4. Click on "Files"

5. Click on your company folder

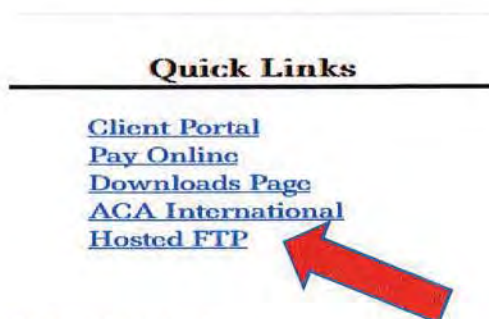


Note: "FromSCA" is where your Month End Reports will be- "Download".
"ToSCA"- "Upload" will be used to send any placements, payments, adjustments and or any other secured document you wish to send, example Itemized Statements, responses, etc.

5. If you receive any kind of error message when logging in please send a screen print of the message to the Client Services e-mail address listed below:
client.services@abs-sca.com

B. Via ABS-SCA Website: www.abs-sca.com

1. Using your web browser, go to www.abs-sca.com
2. Click on Hosted FTP



3. Click on "Login" (top right hand corner)



4. Type: client user (Provided by SCA)
Use default password: (Provided by SCA)

Login Help

Email / Username

Password

Login

Options

☒ Remember email / username

Forgot your password? [Click here](#)

5. Click on "Files":
6. Click on your company folder



Note: "FromSCA" is where your Month End Reports will be- "Download".
"ToSCA"- "Upload" will be used to send any placements, payments, adjustments and or any other secured document you wish to send, example Itemized Statements, responses, etc. Please contact the Client Services Department @ 1-800-777-4433, if you have any questions.



Security Collection Agency
Applied Business Services

INSTRUCTIONS FOR CLIENT ACCESS

Enter web address: www.abs-sca.com (Quick Links – [Client Portal](#))

Client Access

Welcome to Security Collection Agency's Account Access Program.

Login HERE if you are a COMPANY and would like to check the status of account placements. (Enter the required fields and click 'Submit').

Username:

Password:

Login below if you are an INDIVIDUAL and would like to check the status of your account. (Enter the required fields and click 'Submit').

6 Digit Account #:

Password:

If you have any questions regarding your access, please contact SCA's Client Services Department at (252) 482-7666 or client.services@abs-sca.com.

Step#1- Enter your username: (Provided by SCA)

Default Password: **Abs1234%** -once this password is entered the system will prompt you to create your own password.

Access Menu

Client: 9999 - ABS Administration Date: 3/20/14

Select a Program to Run:

1. Account Inquiry	1. Inquiry on Individual Accounts
2. Client Statistics	2. Displays Current Month's Statistics
3. Collection Analysis	3. Monthly Collection Analysis Report - 12 Month History
4. Recovery By Placement	4. Monthly Recovery By Placement Report - Full History
5. Active Accounts	5. Lists All Active Accounts
6. Removed Accounts	6. Lists Accounts Removed in a Given Date Range
7. Monthly Collections	7. Payments Received in a Given Date Range
8. Placement Verifications	8. Placement Verification Reports for a Given Date Range

Step #2: Account Inquiry

Client: 9999 - ABS Administration Date: 3/20/14

Account Search:

Please enter your search criteria in ONE of the boxes below.

SCA #: Example: 0327624 or 5398 or 913

Client Account #: Example: 658732978 or 1953

Transaction #: Example: 5874693250814 or 2971

Telephone #: Example: 2525551234

Social Security #: Example: 111223333

 Exit  Submit

Step #3: Choose your search option

Step#4

Account Info Debt Items Additional Info Contact Info Payment History Letter History



You can navigate through the tabs for details on the account

 Export to Excel

Status Information:

Status: Permanent hold: No letters sent; No status changes **Date:** 4/10/14

Next: Permanent hold: No letters sent; No status changes **System Status:** Active

Date	Time	Note	UserID
2/12/14	16:57	LETTER GENERATED: DAR011 STATUS: 91	
3/03/14	17:13	LETTER GENERATED: DAR021 STATUS: 02	
3/06/14	14:50	RECEIVED LOD.	
3/06/14	14:50	SC19-12 S0030314-030614	
3/07/14	10:46	I/R/ SENT	
3/07/14	10:46	SD030614-031014	
3/07/14	10:50	ENTERED INFO ON I/R T/SND CLNT W/LOD	
3/07/14	10:50	SD031014-040614	

This section shows all account activity

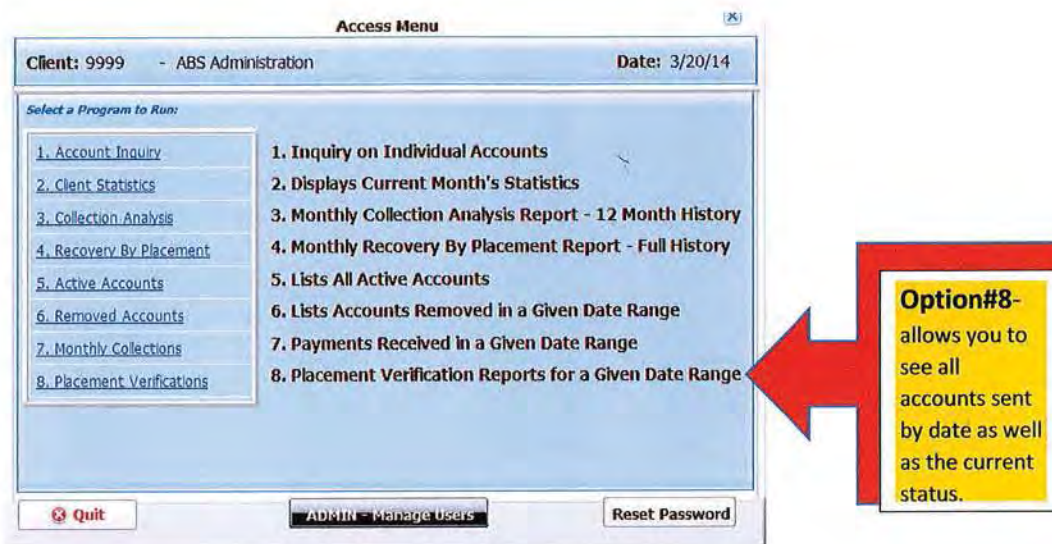
 Export to Excel  Previous Page 1  Next

 Exit  Return

RETURN: Will take to the “Master Account” screen, which allows you to search for another account.

EXIT: Will take you back to the “Access Menu”.

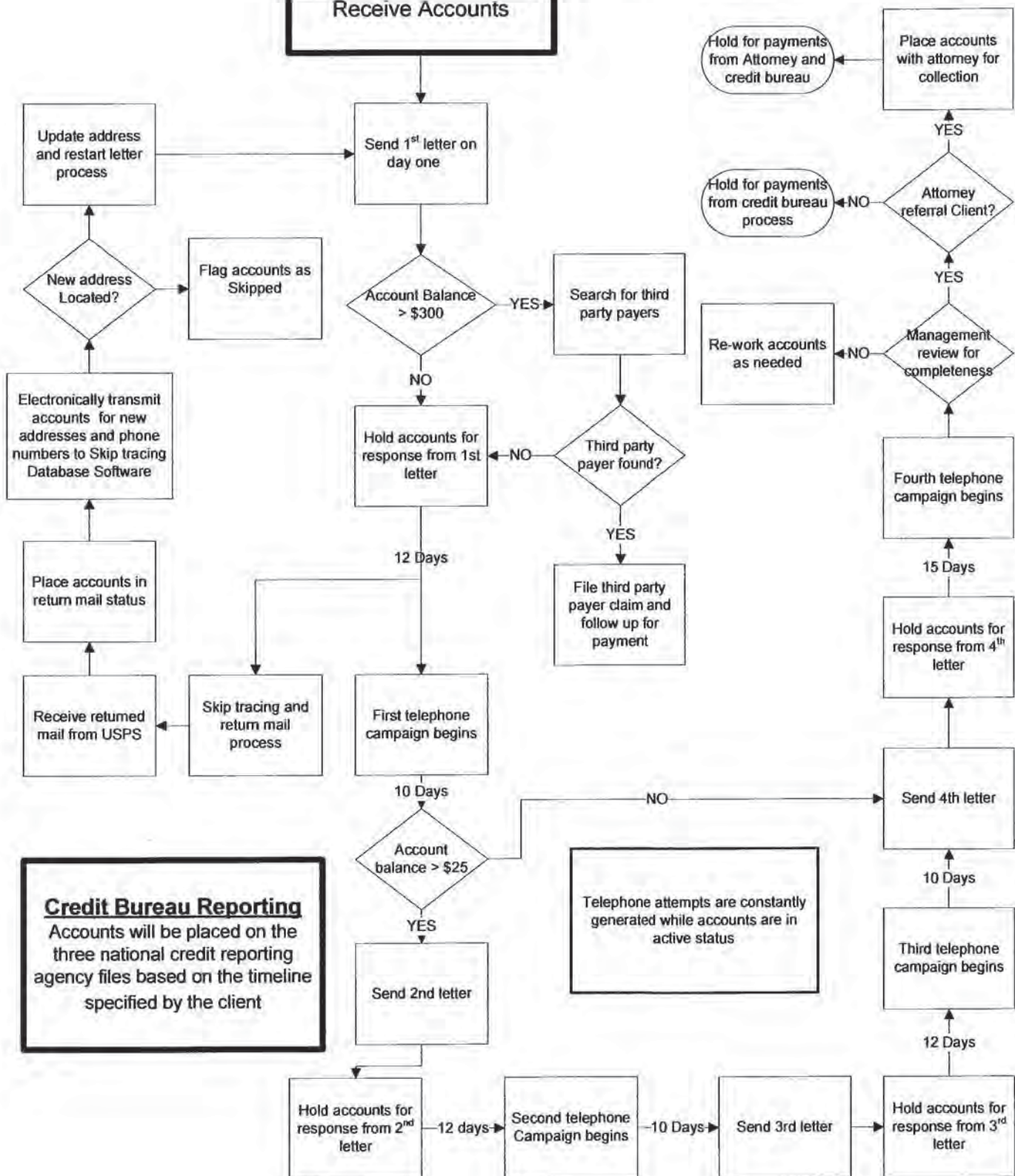
***Note:** All documents can be exported to Excel



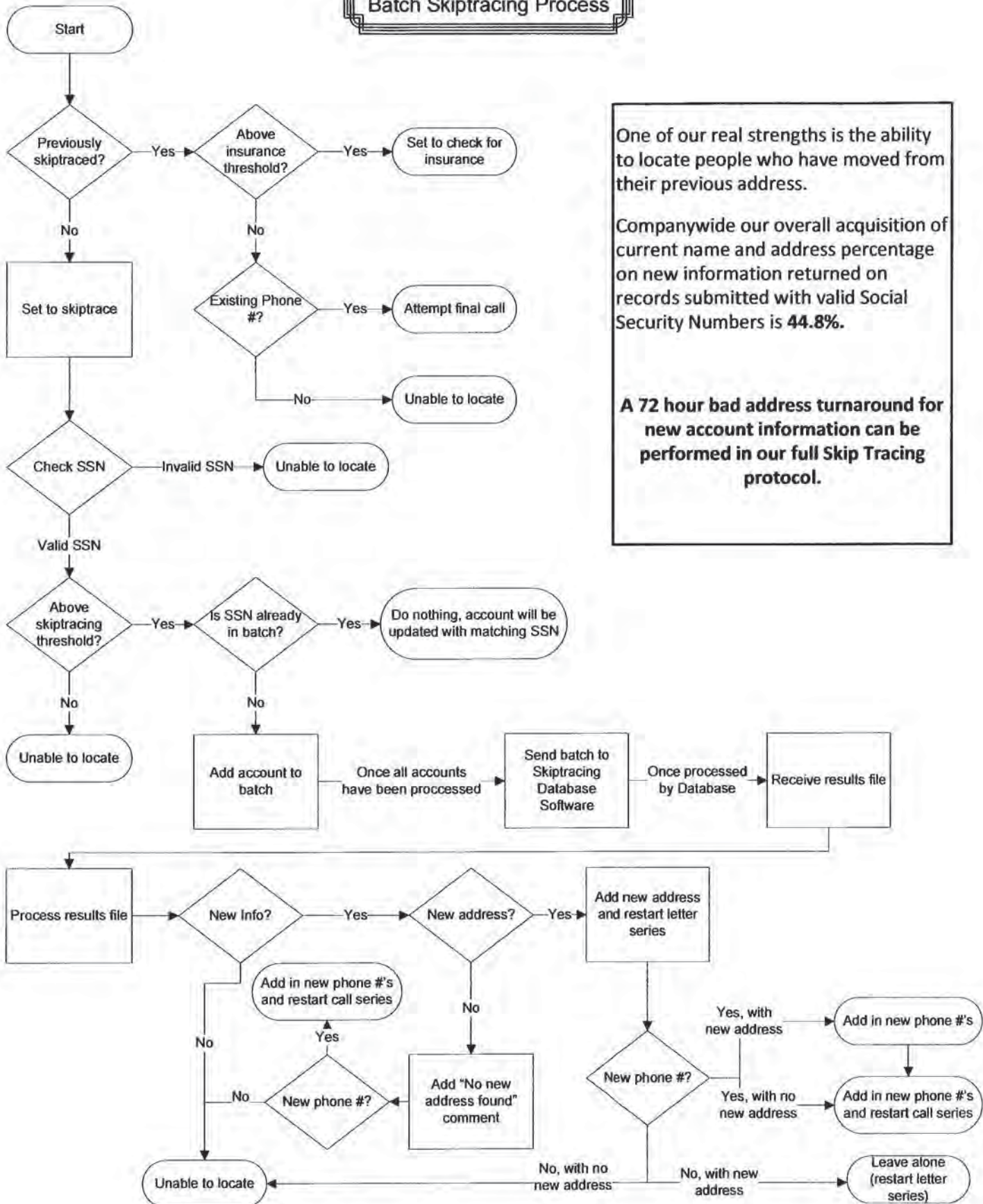
If you should have any questions, please contact us @ 800-777-4433 or email us @ client.services@abs-sca.com.

ABS General Account Flow

Receive Accounts



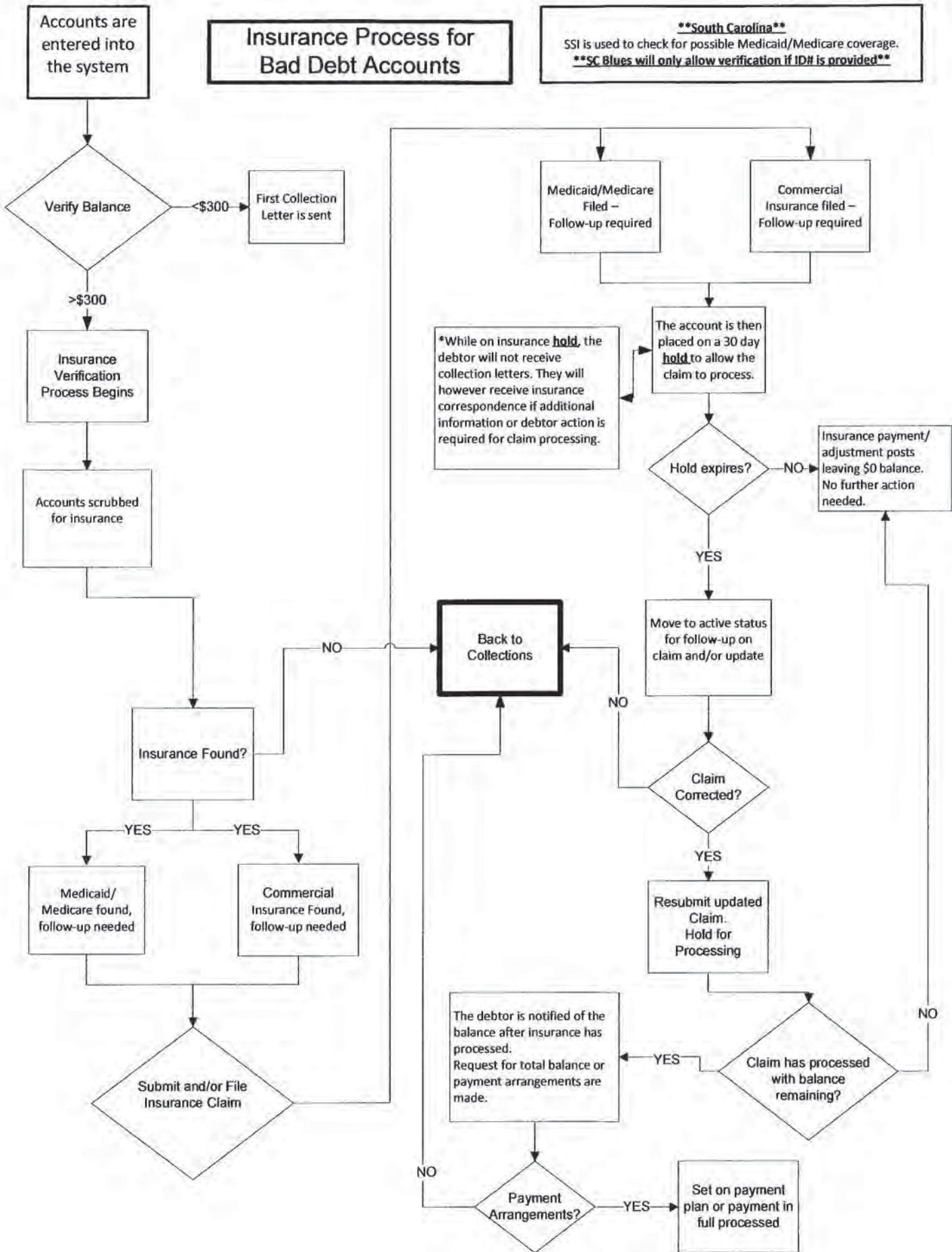
Applied Business Services Batch Skiptracing Process



One of our real strengths is the ability to locate people who have moved from their previous address.

Companywide our overall acquisition of current name and address percentage on new information returned on records submitted with valid Social Security Numbers is **44.8%**.

A 72 hour bad address turnaround for new account information can be performed in our full Skip Tracing protocol.





Security Collection Agency

PROPOSAL REQUIREMENT

Applied Business Systems, dba. Security Collection Agency through its experienced understanding of the collection process and needed collection options has developed and maintains its own unique package of collection software applications. The collection software has been totally designed and produced by our Security Collection Agency staff that includes a Computer Systems Engineer and a full time Computer Programmer. The detail of this collection software is designed to improve the account management and follow-up processes so critical to achieving superior recoveries. By having its own proprietary software systems, SCA is not encumbered by the need to rely on third-party software vendors. The drawback to using software developed by outside software vendors is the agency's dependency regarding its capabilities and limitations, as well as dependency regarding special modifications or performance enhancements. Because SCA's knowledge of its system is complete and modifications are under its sole control, where enhancements, modifications or changes are identified, SCA is able to immediately implement these changes so as to result in maximum collection recoveries.

The historical evolution of our computer expertise and proprietary system allow our customers the comfort of knowing we have the knowledge and understanding to handle all levels of communications, interfacing and system support needed for seamless electronic interaction.

Thank you.



Security Collection Agency/Applied Business Services

Compliance & Standards

SCA/ABS complies with State and Federal laws concerning personal information security to include the Fair Debt Credit Practices Act, Fair Credit Reporting Act, Health Insurance Portability and Accountability Act, and the Sarbanes-Oxley Act, as well as following recommended procedural updates by the American Collectors Association International.

Processes in place to ensure PCI Compliance for all credit cards/debit cards payment transactions

SCA/ABS processes all credit card/debit card transactions through Payment Vision, Autoscribe, which is a PCI-DSS compliant service provider at Level one. Level one is the highest level of compliance—imposing the most stringent data security requirements upon service providers and payment gateway providers. Ongoing best practices at Payment Vision Autoscribe are enforced by quarterly network security scans and annual On-Site PCI Data Security Assessments performed by a third-party Qualified Security Assessor.

Overview of our firm's approach to Data Security

SCA/ABS is the oldest licensed collection agency in North Carolina and was one of the first collections agencies in North Carolina to fully automate its operations. Data security has always been priority one here and it is because of this that we have never experienced a breach of confidential information.

Only agency-authorized individuals who have a signed Privacy and Security Pledge and who have a specific job related informational need have access to personal debtor information. The agency limits access and only allows access to debtor information needed to perform specific assigned employee tasks. All other information is blocked by security firewalls.

SCA/ABS core security environment utilizes a Window 2012 Active Directory domain structure. All users are required to change their password every sixty (60) days and shutdown their workstation every evening. SCA/ABS internal network is protected by a Sonicwall all in one security appliance that blocks malicious threats such as spyware, viruses and spam. Also, this security device has an intrusion prevention system that monitors all other incoming and outgoing threats. In addition SCA/ABS has a centrally managed Symantec Antivirus server that pushes out all virus and is tested frequently.

Our collection operations utilizes software developed completely in-house, using and IBM iSeries Power 720 server. Access to this system is password protected and once in the system there are many additional levels of security which restrict user to only the data they need to perform their job. Fully encrypted backups of the system are performed daily and are stored at a secure off site location.

Mailing Address: P.O. Box 910
Edenton, NC 27932

Telephone: 252-482-7666
Facsimile: 252-482-7667



Besides the various electronic security procedures in use, we also protect confidential client and debtor information in other ways:

- Access to the building is controlled by an electronic security system and employees are issued key fobs to use for access to the building.
- Employees are forbidden to bring cell phones inside the building to prevent their use in photographing or otherwise transmitting confidential information.
- Any paper documents which contain confidential information and are discarded are placed in locked containers inside the building and the contents of these containers are periodically shredded by a company which specializes in this.
- When our Client Services Department needs to send documents which might contain confidential information to a client, they use zip file compression with password protection.
- At a client's request we can secure all documents sent to or from us using PGP encryption/decryption.
- Any files or documents transmitted between SCA/ABS and its clients which might contain confidential information are transmitted with the use of FTP (File Transfer Protocol), using a cloud-based and password-protected FTP host. This FTP connection uses FTP secure, which makes the connection even more secure by incorporating SSL encryption.

Security Collection Agency/Applied Business Services

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Telephone: 252-482-7666
Facsimile: 252-482-7667



Applied Business Services/Security Collection Agency

**Informational Security Policies for Protection of
Private Personal Information & Identity Theft**

SCA/ABS will use debtor information only for permissible lawful purposes and will report any noted Client violations of restrictions to the Client. Only agency authorized individuals who have a signed Privacy and Security Pledge and who have a specific job related informational need will have access to personal debtor information. The agency limits access and only allows access to debtor information needed to perform specific assigned employee tasks. All other information is blocked by security firewalls.

Client account information is stored by agency on IBM i Series e Server Power 720 with access to systems, applications and data controlled by a series of confidential passwords, as well as, multiple electronically keyed special access doors. Each electronic "key" is controlled as to access yes or no and times of approved access day or night.

The agency keeps the latest network firewalls and security access technology (latest update January 2015) including full compliance with the Payment Card Industry Security Standard Version 1.1 for card industry recommendations for credit card security.

SCA/ABS complies with state and federal laws concerning personal information security to include Fair Debt Credit Practices Act, Fair Credit Reporting Act, Heath Insurance Portability and Accountability Act the Sarbanes-Oxley of 2002, as well as, following recommended procedural updates by the American Collectors Association International.

The SCA/ABS core security environment consists of Windows 2012 Active Directory domain. All users are required to change their password every 60 days and shutdown their workstation every evening. The SCA/ABS internal network and DMZ are protected by a SonicWALL "all-in-one" security appliance that blocks malicious threats such as spyware, viruses and spam. Also, this security device has an intrusion prevention system that monitors all other incoming and outgoing threats. In addition, SCA/ABS has a centrally managed Symantec Antivirus server that pushes out all virus definition updates to all workstations on the network. Real-time scanning and scheduled weekly scans are in place and tested frequently. SCA/ABS also utilizes Microsoft Cloud Based Exchange.

Finally, SCA/ABS pays continual close attention to its security procedures, policies, and devices. To best protect our network, client, and personal debtor data SCA/ABS ensures that all available security updates are maintained and new technology is utilized for all of our protection.

SCA/ABS

Mailing Address: P.O. Box 910
Edenton, NC 27932

Telephone: 252-482-7666
Facsimile: 252-482-7667



TOWN OF PALM BEACH

May 14, 2015

RFP No. 2015-30
Billing Collection Services

Addendum No. 1

This addendum shall modify and become a part of the original RFP Document.

QUESTIONS

QUESTION: Please confirm the due date for this procurement is 6/3/2015.

ANSWER: The due date for the receipt of proposals remains 2:00 p.m. on June 3, 2015.

QUESTION: What estimated or actual dollars were paid last year, last month, or last quarter to any incumbent(s)?

ANSWER: Year-to-date commissions for 2015 are \$93.29. Commissions for calendar year 2014 were \$508.75.

QUESTION: Please describe your level of satisfaction with your current vendor(s), if applicable.

ANSWER: Very satisfied. Their client service team is quick to respond when needed, and access to information and reports via their website is very detailed. We rarely get complaints from our customers.

QUESTION: Since [our] website users can download documents showing how you selected your vendor(s) for this contract in the past, including winning proposals, evaluation documents, and copies of the contract, will you release these documents to all interested parties now so all bidders have access to the same information?

ANSWER: Attached are the following files:

- RFQ 22-2011 Document
- RFQ 22-2011 Addendum No. 1
- RFQ 22-2011 Addendum No. 2
- RFQ 22-2011 Proposal received from National Recovery Agency (awardee)
- RFQ 22-2011 Selection Committee Ratings
- RFQ 22-2011 NRA contract (original)

QUESTION: What is the total number of accounts available for placement now by category, including any backlog?

ANSWER: Accounts are reviewed by our billing agency for placement on a monthly basis. There is no backlog.

QUESTION: What is the average balance of accounts by category?
ANSWER: The balances of accounts by categories are as follows:

Good Address:	\$257,901.35
Located New Addr:	157,953.31
Bad Addr/Skip:	41,589.19
Total:	<u>\$457,443.85</u>
Bad Phone:	\$195,960.74
Good Home Phone:	86,394.72
Good Work Phone:	162.15
Good Home/Work Ph:	308.80
Good Mobile Phone:	139,616.41
Good Home/Mobile Ph:	32,448.92
Good Work/Mobile Ph:	0
Good Home/Work/Mobile	2,552.11
Total	<u>\$457,443.85</u>

QUESTION: What is the monthly or quarterly number of accounts expected to be placed with the vendor(s) by category?

ANSWER: Accounts are reviewed by our billing agency for placement on a monthly basis. Over the first quarter of 2015, placements averaged 25 per month.

QUESTION: What is the monthly or quarterly dollar value of accounts expected to be placed with the vendor(s) by category?

ANSWER: Over the first quarter of 2015, the dollar value of accounts placed with the vendor averaged \$14,775 per month.

QUESTION: What has been the historical rate of return or liquidation rate provided by any incumbent(s), and/or what is anticipated or expected as a result of this procurement?

ANSWER: The liquidation rate is 6%.

QUESTION: If applicable, will accounts held by any incumbent(s) or any backlog be moved to any new vendor(s) as a one-time placement at contract start up?

ANSWER: To be determined at time of contract award.

Any questions concerning this Addendum should be addressed to the undersigned Purchasing Contact at (561) 838-5406.

John Omar
Purchasing Coordinator

All Bidders shall acknowledge receipt of this addendum by annotating the Proposal signature page with the addendum number, completing the section below and returning with the Proposal Documents to verify receipt.

Security Collection Agency/Applied Business Services
Company Name: _____
617 Soundside Road
Address: _____
Edenton, NC 27932
City, State, and Zip Code: AW _____
Authorized Signature: _____
Alfonso W. Cox CEO/President
Name and Title: _____
Telephone: 800-777-4433 Date: 5/28/2015



TOWN OF PALM BEACH

RFQ NO. 22-2011
EMERGENCY MEDICAL SERVICES (EMS)
COLLECTION SERVICES

PROPOSAL PAGE

1	PERCENTAGE OF COMMISSION	24 %
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The hereby undersigned representative submits this proposal and certifies that they are an authorized representative of the proposer who may legally bind the proposer:

*SIGNATURE: AW Go

Name: Alfonso W. Cox Title: CEO/President

Company: Security Collection Agency/Amplied Business Services Address: 617 Soundside Road

City: Edenton State: N.C. Zip: 27932

Telephone: 800-777-4433 Fax: 866-907-2667 Federal ID No: 56-1095420

Name of Contact Person: Lucy A. McKellar

Address: 617 Soundside Road, Edenton, NC 27932

Phone Number: 800-777-4433 Fax Number: 866-907-2667

Acknowledgement is hereby made of the following Addenda received since issuance of this Request for proposals:

Addendum No. 1 Dated: 5/28/15 Addendum No. 3 Dated: 5/28/15

Addendum No. 1 Dated: 5/28/15 Addendum No. 4 Dated: 5/28/15

Addendum No. 2 Dated: 5/28/15 Addendum No. 5 Dated: 5/28/15

*Failure to affix signature may result in disqualification of proposal.

RFQ NO. 22-2011

EMERGENCY MEDICAL SERVICES (EMS) COLLECTION SERVICES PROPOSERS QUALIFICATIONS

The Vendor, as a result of this bid proposal, MUST hold a County and/or Municipal Contractor's Occupational License in the area of their fixed business location. Each bidder MUST complete the following information and submit with his/her bid in order for the bid to be considered:

(1) Legal Name and Address:

Name: Security Collection Agency/Applied Business Services

Address: 617 Soundside Road

City, State, Zip: Edenton, NC 27932 Phone/Fax: 800-777-4433/866-907-2667

(2) Check One: Corporation ☒ Partnership ☐ Individual ☐

(3) If Corporation, state: _____
Date of Incorporation: 10/4/1974 State in which Incorporated: _____

(4) If an out-of-state Corporation, currently authorized to do business in Florida, give date of such authorization: 10/20/2006

(5) Name and Title of Principal Officers	Date Elected:
<u>Alfonso W. Cox, Owner/President</u>	<u>10/4/1974</u>
_____	_____
_____	_____
_____	_____

(6) The Vendor's length of time in business: 41 years

(7) The Vendor's length of time (continuous) in business as a service organization in Florida: 9 years

(8) All bidders must disclose with their bid the name of any officer, director or agent who is also an employee of the TOWN. Further, all bidders must disclose the name of any Town employee who owns, directly or indirectly, an interest of ten (10) percent or more in the bidder's firm or any of its branches.

Name _____ Percentage of Interest: _____

(9) A copy of County and/or Municipal Occupational License(s) held by Vendor

Note: Information requested herein and submitted by the bidders will be analyzed by the Town of Palm Beach and will be a factor considered in awarding any resulting contract. The purpose is to insure that the Contractors, in the sole opinion of the Town of Palm Beach, can sufficiently and efficiently perform all the required services in a timely and satisfactory manner as will be required by the subject contract. If there are any terms and/or conditions that are in conflict, the most stringent requirement shall apply.

TOWN OF PALM BEACH
LIST OF CURRENT & PERTINENT PROFESSIONAL REFERENCE
RFQ NO. 22-2011

EMERGENCY MEDICAL SERVICES (EMS) COLLECTION SERVICES

The following is a list of at least five (5) current and pertinent professional references that the Town can contact in relation to Proposer's qualifications, financial stability, and experience. Failure to furnish this information may be grounds for rejection of the proposal.

1. Name and Address of City, County, or Agency	Scope of Work:
EMS Management and Consultants	9/1/08 to present
P.O. Box 863	\$35,372.915.68
Lewisville, NC 27023	Rhianina Bright
	Contact:
	Telephone No: 336-397-3752
For Town Use Only: Reference Verified: Yes ☐ No ☐ Comments:	

2. Name and Address of City, County, or Agency	Scope of Work:
Forayth County Emergency Services	1/1/10 to present
911 E. 15th Street	\$14,645,369.06
Winston-Salem, NC 27103	Jerilyne Mills
	Contact:
	Telephone No: 336-703-2745
For Town Use Only: Reference Verified: Yes ☐ No ☐ Comments:	

3. Name and Address of City, County, or Agency	Scope of Work:
Bon Secour/Mount Pleasant and Roper Hospital	5/1/08 to present
1 Southpark Circle	\$24,723,979.52
Suite S-500	Pam Mallin
Charleston, SC 29407	
	Contact:
	Telephone No: 843-402-5207
For Town Use Only: Reference Verified: Yes ☐ No ☐ Comments:	

4. Name and Address of City, County, or Agency	Scope of Work:
EMS/M&C/Greenville County, NC	7/7/10 to present
P.O. Box 2207	\$14,713,333.44
Greenville, NC 27835-2207	Sally Clark
	Contact:
	Telephone No: 864-467-5628
For Town Use Only: Reference Verified: Yes ☐ No ☐ Comments:	

5. Name and Address of City, County, or Agency	Scope of Work:
Charleston County SC EMS	9/4/08 to present
1485 Folly Road	\$183,107.69
Charleston, SC 29412	Don Lundy
	Contact:
	Telephone No: 843-529-9567
For Town Use Only: Reference Verified: Yes ☐ No ☐ Comments:	

Company Name: Security Collection Agency/Applied Business Services



RFQ NO. 22-2011

**EMERGENCY MEDICAL SERVICES (EMS)
BILLING AND COLLECTIONS**

DRUG-FREE WORK PLACE CERTIFICATION

Whenever two (2) or more bids/proposals, which are equal with respect to price, quality, and service, are received by the Town of Palm Beach for the procurement of commodities or contractual services, a bid/proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of controlled substances is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in number (1).
4. In the statement specified in number (1), notify the employees that as a condition for working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction on or plea of guilty or nolo contendere to any violation of Chapter 893, Florida Statutes or of any controlled substance law of the United States or any singular state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, Florida Statutes.

This Certification is submitted by Alfonso W. Cox **the** (Individual's Name)

CEO/President **of** Security Collection Agency/Applied Business Services
(Title/Position with Company/Vendor) **(Name of Company/Vendor)**

Who does hereby certify that said Company/Vendor has implemented a drug-free workplace program, which meets the requirements of Section 287.087, Florida Statutes, which are identified in numbers (1) through (6) above.

5/28/15 **Date**

[Signature] **Signature**

TOWN OF PALM BEACH
LIST OF PROPOSED SUBCONSULTANTS
RFQ NO. 22-2011
EMERGENCY MEDICAL SERVICES (EMS) COLLECTION SERVICES

The undersigned Proposer hereby designates, as follows, all major sub consultants whom they propose to utilize for any major areas of work for the project. The Proposer is further notified that all sub consultants shall be properly licensed, bondable and shall be required to furnish the Town with a Certificate of Insurance in accordance with the contract general conditions. Failure to furnish this information shall be grounds for rejection of the proposal. (If no sub consultants are proposed, state "None" on first line below.)

Name and Address of Sub Consultant	Scope of Work	Contact Information
1. None		
2.		
3.		
4.		
5.		

Signature and Date Awf 5/28/15

Title/Company CEO/President Security Collection Agency/Applied Business Services



TOWN OF PALM BEACH

Addendum No. 1

RFQ No. 22-2011

January 5, 2011

EMERGENCY MEDICAL SERVICES (EMS) COLLECTION SERVICES

This addendum shall modify and become a part of the original Document. Please note the following information:

CHANGE

Opening Date and Time has been changed:

From: 1/12/11 at 2:00 PM

To: 1/19/11 at 2:00 PM

Any questions concerning this Addendum should be addressed to the undersigned at (561) 838-5406.

Adis Pedraza
Asst. Purchasing Agent

All Proposers shall acknowledge receipt of this addendum by annotating the Proposal signature page with the addendum number, completing the section below and returning with the Proposal Documents to verify receipt.

Company Name: Security Collection Agency/Applied Business Services

Address: 617 Soundside Road

City, State, and Zip Code: Edenton, NC 27932

Authorized Signature: 

Name and Title: Alfonso W. Cox, Co- President

Telephone: 800.777.4433 Date: 5/28/15



TOWN OF PALM BEACH

Addendum No. 2

RFQ No. 22-2011

January 6, 2010

EMERGENCY MEDICAL SERVICES (EMS) COLLECTION SERVICES

This addendum shall modify and become a part of the original Document. Please note the following information:

This Addendum is being issued to respond to questions from proposers.

1. Q Why is the contract out to bid at this time?
A The Town does not currently contract with a Collections Agency and is in need to contract with one at this time.

2. Q When is the anticipated contract start date?
A March 2011

3. Q To how many vendors are you seeking to award a contract?
A One

4. Q What collection attempts are performed or will be performed internally prior to placement?
A Currently, in-house personnel make every attempt to collect using written correspondence with patient, direct contact via phone and, when necessary, internet programs such as Intellius to locate current address information.

5. Q Will the selected vendor be allowed to litigate balances exceeding a certain dollar amount on your behalf, with your explicit approval?
A No. Only upon approval of the Town's Finance Director. See Section 2-2, pg 11.

6. Q What is the average age of accounts at placement (at time of award and/or on a going-forward basis), by category?
A Currently, we are working all outstanding accounts, some of which go back to 2003. However, we anticipate going forward placing most accounts after 180 days.

7. Q What is the monthly or quarterly number of accounts expected to be placed with the vendor(s) by category?
A We anticipate approximately 20 accounts per quarter.

8. Q What is the monthly or quarterly dollar value of accounts expected to be placed with the vendor(s) by category?
A The dollar value of accounts are estimated at \$5,000 to \$6,000 per quarter.

9. Q What has been the historical rate of return or liquidation rate provided by any incumbent(s), and/or what is anticipated or expected as a result of this procurement?
A Our in-house collection rate averages approximately 90% per year, and our average annual write off is \$36,000.

RFQ 22-2011 – Emergency Medical Services (EMS) Collection Services – Addendum 2

10. Q To what extent will the location of the bidder's call center and/or corporate headquarters have a bearing on any award(s)?

A See evaluation form attached.

11. Q Can you please provide greater details on how proposals will be evaluated and how the selected vendor(s) will be chosen? How important is price compared to other factors?

A See evaluation form attached.

12. Q What is the historical recovery for EMS accounts?

A Our current collection rate is approximately 90%.

13. Q Aside from increased revenues, are there other specific improvements the Town is seeking? For example, customized reporting, better treatment of patients, live access to accounts, etc.

A We are just looking for improved collections. Our current billing process is very successful.

14. Q How long will agencies be allowed to keep accounts before closing and returning to the Town?

A One year from date of placement.

15. Q Will agencies be allowed to keep accounts with existing payment arrangements past the established **close and return deadline**?

A Yes, as long as payments continue to be made as arranged.

16. Q Does the Town wish to have delinquent accounts reported to the Credit Bureaus?

A Yes

17. Q Does the Town wish to pursue legal action against patients? If so, would this be handled through the agency, and should we propose pricing for legal action?

A Any legal action must be approved by the Town's Finance Director. (Section 2-2, page 11 of RFQ)

18. Q How many notices are typically sent on accounts prior to being transferred to a collection agency?

A This is the first time the Department has considered using an outside agency for collections. We anticipate working accounts in-house for the first 180 days before placing with the agency.

19. Q What other efforts are made to collect delinquent accounts internally prior to third party collections?

A Currently, in-house personnel make every attempt to collect using written correspondence with patient, direct contact via phone and, when necessary, internet programs such as Intellius to locate current address information.

20. Q Does the Town typically allow agencies to accept settlements on accounts (with approval)? If so, what types of accounts are typically eligible for settlement and what are the parameters for offering a settlement?

A We attempt to set up payment plans whenever possible for those patients unable to pay the full amount. If the patient can prove a hardship we negotiate a settlement (usually private pay, no insurance cases). Also we periodically receive requests for payment reductions in return for immediate payment. These are reviewed on a case by case basis.

21. Q Will patients be able to make payment directly to the Town of Palm Beach by mail, walk-in, website, IVR, etc.?

A Yes, patients will be able to make payments via mail, walk-in, or credit card payment over the phone. We do not have the capability to accept payments via the website or IVR.

22. Q Will agency receive commission on payments made directly to the Town through mail, web, IVR, walk-in, etc.?

A Yes, as long as the accounts have been placed with the agency at least 30 days.

23. Q Does the Town of Palm Beach participate in any State debt set off programs, and if so, are EMS accounts included?

A No

24. Q Would the Town want discovered insurance to be filed by the agency or returned to the Town to be filed by your own staff?

A If additional insurance coverage is discovered, we would prefer that information be returned to the Town and all claims be processed by our in-house staff.

25. Q The backlog on page 10 of the RFQ indicates accounts are over 120 days old. Does the Town intend to submit accounts at 120 from date of delinquency?

A The Town anticipates placing accounts with the agency after 180 days.

26. Q Can the Town provide a breakdown by age of the accounts in the inventory/backlog mentioned on page 10? To clarify, are all the accounts between 120-180 days old, or are some accounts older than 180 days?

A Currently, we are working all outstanding accounts, some of which go back to 2003. However, we anticipate going forward placing most accounts after 180 days.

27. Q Section 2-2 on page 9 requests "monthly reports to Town detailed for each Town department" Are there multiple departments that will be submitting accounts for this project?

A No, just the Fire-Rescue Department.

28. Q Section 2-3 on page 10 requests "the proposer's success rate in for collection of municipal and/or utility accounts." Should this say **EMS** instead of **Utility**?

A Yes it should say EMS.

29. Q On page 14, item (7) - Are you asking for the length of time as a service organization **physically located in Florida** or **licensed to perform collections within the state**?

A Licensed to perform collections within the state.

30. Q On page 14, item (9) - Are you asking for a copy of County and/or municipal license(s) from our HOME State or Florida specific Licensing?

A From your home State

31. Q Will the Town want the selected Agency to assist with the Charity process?

A No

Any questions concerning this Addendum should be addressed to the undersigned at (561) 838-5406.

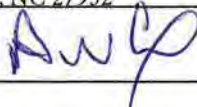
Adis Pedraza
Asst. Purchasing Agent

All Proposers shall acknowledge receipt of this addendum by annotating the Proposal signature page with the addendum number, completing the section below and returning with the Proposal Documents to verify receipt.

Company Name: Security Collections Agency/Applied Business Services

Address: 617 Soundside Road

City, State, and Zip Code: Edenton, NC 27932

Authorized Signature: 

Name and Title: Alfonso W. Cox CEO/President

Telephone: 800-777-4433 Date: 5/28/15



Quality Assurance

Applied Business Services/Security Collection

Agency maintains continuous quality assurance with internal audit procedures. All calls are recorded with Onvisource Voice Recording System.

We perform quality assurance audit procedures to monitor and maintain the following:

- Management Responsibility
- Management System
- Review of Client issues
- Document and Data Control
- Purchasing
- Control of Client & Customer-Supplied Data
- Data Identification & Traceability
- Process Control
- Inspection & Testing
- Inspection & Test Status
- Identification of Non-conformity
- Corrective Action, Preventive Action & Continuous Improvement
- Handling, Storage, Preservation, & Delivery of Client and Customer Supplied Data
- Management of Records/Data
- Weekly Internal Management Audits
- Training
- Process and Client Satisfaction Measurements
- Information Management Systems & Technical Infrastructure Administration

These protocols follow the Professional Practices Management System (PPMS) checklist.

A sample of one of our Internal Audits is available for your review upon request.



DOUGLAS A. HOLLOWELL P.C.

CERTIFIED PUBLIC ACCOUNTANTS
A PROFESSIONAL CORPORATION

1880 WEST CITY DRIVE
P.O. BOX 1387
ELIZABETH CITY, NORTH CAROLINA 27906
TELEPHONE: (252) 338-8021
1-888-825-8059
FAX (252) 338-4148

1389 N. BROAD STREET
P.O. BOX 567
EDENTON, NORTH CAROLINA 27932
TELEPHONE: (252) 482-8461
FAX (252) 482-4921

DOUGLAS A. HOLLOWELL, C.P.A.

DONNA HOLLOWELL WINBORNE, C.P.A.

INDEPENDENT AUDITORS' REPORT

To Mr. Alfonso Cox, President
Applied Business Services, Inc.
Edenton, North Carolina

We have audited the accompanying financial statements of Applied Business Services, Inc., which comprise the balance sheet as of December 31, 2013, and the related statements of income, retained earnings, and cash flows for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design the audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

MEMBERS OF:

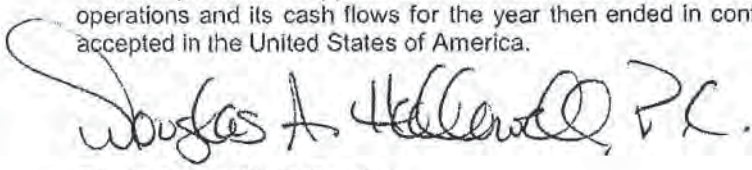
THE AMERICAN INSTITUTE OF
CERTIFIED PUBLIC ACCOUNTANTS

THE VIRGINIA SOCIETY OF
CERTIFIED PUBLIC ACCOUNTANTS

THE NORTH CAROLINA
ASSOCIATION OF CERTIFIED
PUBLIC ACCOUNTANTS

Opinion

In our opinion, the financial statements referred to above, present fairly, in all material respects, the financial position of Applied Business Services, Inc. as of December 31, 2013, and the results of its operations and its cash flows for the year then ended in conformity with accounting principles generally accepted in the United States of America.

A handwritten signature in black ink, reading "Douglas A. Hollenbeck, P.C.". The signature is fluid and cursive, with a large initial "D" and "H".

Elizabeth City, North Carolina
August 1, 2014



Capabilities & Experience

Applied Business Services/Security Collection Agency:

Credit Bureau Reporting

This is a highly effective method for motivating debtors to pay their debts as it affects future attempts by the debtor to secure financing for other products and services. Reporting to all three (3) major credit reporting services is a part of our recommended collection process.

We have contracted with the national credit services of TransUnion and Equifax. We can record uncollected accounts into this network to aid in further collection results. You have the flexibility to decide at when an account in the collection process is to be reported.

Reporting Capabilities

We provide our clients with a monthly package of reports unmatched by our competitors. The collection month is closed on the last day. The recovered funds and detailed reporting of account activity generated from monthly collection activities can be transmitted to you within four (4) Business days after the month is closed out.

Examples are available upon request.

If you require reports that are not part of our standard package, we will make the necessary programming changes and promptly provide such reports to you at no charge.



Capabilities & Experience

Applied Business Services/Security Collection

Agency is located in a 15,000 square foot facility on 8 acres of land in Edenton, NC. We have in place all of the internal personnel, equipment and resources to implement the collection services for you and the desire to deliver unparalleled client service with top dollar return.

We offer 41 years of experience on similar projects and 80 years of collective management expertise. Coupled with our profitability each and every year we have been in business, and, not named in a single lawsuit, we offer the stability, integrity and a proven track record of success for our clients.

Collection Staffing Philosophy

To produce the highest recovery for our clients:

- Our collection manager, with 13 years' experience, is an ACA certified in-house "train the trainer", an ACA Scholar and two ACA certified compliance officers.
- Every employee adheres to Federal Debt Collectors Practices Act (FDCPA) and Fair Credit Reporting Act (FCRA).
- We require all collectors to become Professional Collector Specialists (PCS) certified by the American Collectors Association (ACA) within 30 days of expiration of probationary period.
- All our collectors are paid on a combination plan of a base salary plus a commission.

Account to Collector Ratio: 20 Debtor Accounts/per Collector/per Hour



Past Experience - Referral Statistics

EMS Management and Consultants

Contract Date: September 01, 2008
Contact: Rhianna Bright
Address: P.O. Box 863, Lewisville, NC 27023
Phone: 336-397-3752
Rhianna.bright@emsbilling.com

Type of Services: Charges are for but not limited to Emergency ambulance services, treatment with no transport, medical supplies and or equipment.

Size: SCA services over sixty-eight (68) Emergency Medical Services, Fire Departments & Rescue with offices throughout the country, from Texas, Alabama, South Carolina, North Carolina, Atlanta, Georgia and many others.

Scope: Number of placements for 2014 equals to 80,896. Total amount of dollars placed equals to \$35,372,915.68.

Forsyth County Emergency Services

Contract Date: January 1, 2010
Contact: Jerilyne Mills
Address: 911 E. 15th Street, Winston-Salem, NC 27103
Phone: 336-703-2745

Type of Service: Emergency medical services including non-emergency and critical care transport to the citizens and visitors of Forsyth County Georgia and North Carolina.

Size: Forsyth County EMS currently have 6 emergency ambulances stations which provide services to a population of approximately 361,220 (2013).

Scope: Number of placements since date of contract for bad debt recovery equals to 30,730. Total amount of dollars placed thus far \$14,645,369.06.

Roper, Bon Secour & Mount Pleasant Hospitals

Contract Date: May 1, 2008
Contact: Pam Malin
Address: 1 Southpark Circle, Suite S-500, Charleston, SC 29407
Phone# 843-402-5207

Size: General Hospital services, associated with Roper Saint Francis Healthcare offering services Throughout the Charleston, Mount Pleasant and Roper, S.C. community.

Scope: Number of placements since date of contract for bad debt recovery equals to 209,581. Total amount of dollars placed thus far \$24,723,979.52.



Past Experience - Referral Statistics

EMS/M&C/Greenville County NC

Contract Date: July 7, 2010

Contact: Sally Clark

Address: P. O. Box 7207, Greenville, NC 27835-7207

Phone#: 864-467-5628

sclark@greenvillecounty.org

Type of Service: Emergency medical services including non-emergency and critical care transport to the citizens and visitors of Greenville, North Carolina.

Size: Greenville County EMS provide services to a population of approximately 127,999 (2013).

Scope: Number of placements since 2012 to the present for bad debt recovery equals to 34,770
Total amount of dollars placed thus far \$14,713,333.44.

EMS/M&C/Charleston County, SC

Contract Date: September 4, 2008

Contact: Don Lundy

Address: 1485 Folly Rd., Charleston, SC 29412

Phone#: 843-529-9567

dlundy@charlestoncounty.org

Type of Service: Emergency medical services including non-emergency and critical care transport to the citizens and visitors of Charleston, Beaufort, Roper, Bon Secour & Mount Pleasant, SC area.

Size: Charleston County EMS provide services to the Beaufort, Charleston, Roper and Mount Pleasant population of approximately 168,148 (2013).

Scope: Number of placements since 2012 to the present for bad debt recovery equals to 518
Total amount of dollars placed thus far \$183,107.69



41 Years of
Experience

Forsyth Emergency Services

911 East Fifth Street
Winston Salem, NC 27101
Contact: Jerilyne White Mills
Phone: 336-703-2745

EMS Management and Consultants

PO Box 863
Lewisville, NC 27023
Contact: Rhianna Bright
Phone: 336-397-3752
Email: Rhianna.bright@emsbilling.com

Beaufort EMS

PO Drawer 1228
Beaufort, SC 29901
Contact: Marcie Taylor
Phone: 843-255-5368
Email: marcit@bcgov.net

Glynn County EMS

121 Public Safety Blvd.
Brunswick, GA 31525
Contact: Teresa Shorb
Phone: 912-554-7539
Email: tshorb@glynncounty-ga.gov

EMS/M&C/Greenville Co., SC

PO Box 863
Lewisville, NC 27023
Contact: Sally Clark
Phone: 864-467-5628

P.O. Box 910
Edenton, NC

Applied Business Services, Inc
Collection Agency Division
617 Soundside Road
Edenton, North Carolina 27932
252-482-7666

N.C. Department of Insurance Permit No. 100580

John Doe 01 - 123456
123 Main Street
Apt. 45678
Anytown, NC 99999



Sample Client Name
John Doe
Total: \$5,000.00
ABS File No.: 123456
Client Account #: 654321
Min. Due: \$100.00

May 26, 2015

Since you have avoided your obligation to pay your creditor, we have no alternative but to finalize this account. We have made every reasonable effort to settle this debt.

If you ignore this request for payment, we will recommend that our client forward your account to an attorney for collection of the balance. If our client continues the collection process through their attorney, you should understand that all costs incurred in the collection of this debt could be charged to you, if applicable.

In addition, this debt will be recorded on your credit file and will remain there for **seven years**. If you apply for credit in the future, any credit grantor that requests your credit record will see this unpaid debt on your file.

We suggest that you carefully consider the consequences of refusing to pay this debt. Send your check or money order to us in the enclosed envelope, and write the File Number on your check or money order. You may also go to our website listed below and pay with a credit or debit card or by electronic check payment. **Credit, debit, and electronic check payments will appear on your statement under our Corporate name Applied Business Services, Inc.**

This is an attempt by a debt collector to collect a debt; any information obtained will be used for that purpose.

APPLIED BUSINESS SERVICES

Detach and return this stub with your payment and be sure the address below appears through the window.

Payment web site - www.abspayonline.com

NAME : John Doe
BALANCE: \$5,000.00
ACCOUNT # : 123456

*If your address or phone number has changed,
provide the new information below.*

Street or PO Box

ABS
P.O. Box 910
Edenton, NC 27932-0910

City and State

Postal Code

Telephone

P.O. Box 910
Edenton, NC

Applied Business Services, Inc
Collection Agency Division
617 Soundside Road
Edenton, North Carolina 27932
252-482-7666

N.C. Department of Insurance Permit No. 100580

John Doe 01 - 123456
123 Main Street
Apt. 45678
Anytown, NC 99999



Sample Client Name
John Doe
Total: \$5,000.00
ABS File No.: 123456
Client Account #: 654321
Min. Due: \$100.00

May 26, 2015

THIS IS YOUR OFFICIAL NOTIFICATION THAT WE ARE REPORTING YOUR DELINQUENT DEBT TO THE NATIONAL CREDIT BUREAUS- EQUIFAX AND TRANS UNION.

If this bill is not paid in full, notification will be made to any banks, finance companies, retail, clothing, or department stores, real estate, rental, or employment agencies, mortgage companies, utility companies, local credit bureaus, and other businesses that inquire about your credit worthiness that you have not paid this debt.

If you plan to borrow money or obtain any type of credit in the next seven (7) years, it would be in your best interest to pay this bill in full so that we may inform the credit bureaus that your debt is satisfied. **Do not ignore this request for payment.**

Mail your check or money order for the full amount due to our office in the envelope provided. Write the File Number on your check or money order so that we may credit your account properly. You may also go to our website listed below and pay with a credit or debit card or by electronic check payment. **Credit, debit, and electronic check payments will appear on your statement under our Corporate name Applied Business Services, Inc.**

This is an attempt by a debt collector to collect a debt; any information obtained will be used for that purpose.

APPLIED BUSINESS SERVICES

Detach and return this stub with your payment and be sure the address below appears through the window.

Payment web site - www.abspayonline.com

NAME : John Doe
BALANCE: \$5,000.00
ACCOUNT # : 123456

*If your address or phone number has changed,
provide the new information below.*

Street or PO Box

ABS
P.O. Box 910
Edenton, NC 27932-0910

City and State

Postal Code

Telephone

P.O. Box 910
Edenton, NC

Applied Business Services, Inc
Collection Agency Division
617 Soundside Road
Edenton, North Carolina 27932
252-482-7666

N.C. Department of Insurance Permit No. 100580

John Doe 01 - 123456
123 Main Street
Apt. 45678
Anytown, NC 99999



Sample Client Name
John Doe
Total: \$5,000.00
ABS File No.: 123456
Client Account #: 654321
Min. Due: \$100.00

May 26, 2015

Your unpaid account listed above has been forwarded to our office for collection of the balance.

We have been directed to take all steps necessary to secure payment of the account balance from you. We are prepared to use all lawful means to do so, including the recording of this debt on your credit file. You are required to pay the balance shown above to clear this account.

Mail your check or money order for payment in full to our office in the envelope provided. Write your File Number on your check or money order to insure proper crediting to your account. You may also go to our website listed below and pay with a credit or debit card or by electronic check payment. **Credit, debit, and electronic check payments will appear on your statement under our Corporate name Applied Business Services, Inc.**

Unless you notify this office within 30 days after receiving this notice that you dispute the validity of this debt or any portion thereof, this office will assume this debt is valid. If you notify this office in writing within 30 days from receiving this notice, this office will obtain verification of a debt or obtain a copy of a judgment and mail you a copy of such judgment or verification. If you request this office in writing within 30 days after receiving this notice, this office will provide you with the name and address of the original creditor, if different from the current creditor.

This is an attempt by a debt collector to collect a debt; any information obtained will be used for that purpose.

APPLIED BUSINESS SERVICES

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Payment web site - www.abspayonline.com

NAME : John Doe
BALANCE: \$5,000.00
ACCOUNT #: 123456

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provide the new information below.*

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N.C. Department of Insurance Permit No. 100580

John Doe 01 - 123456
123 Main Street
Apt. 45678
Anytown, NC 99999



Sample Client Name
John Doe
Total: \$5,000.00
ABS File No.: 123456
Client Account #: 654321
Min. Due: \$100.00

May 26, 2015

We have given you ample time to respond to our previous request for payment of your account. Your lack of commitment to settle this account can only lead us to the conclusion that you do not intend to pay this debt.

This is your official notification that we are proceeding with collection efforts against you as permitted by State and Federal regulations. You control the next step in the collection process.

Should you fail to resolve this matter, our client has directed us to place this account on your credit file. If this occurs, this account will be reported to the national credit reporting agencies, which may impair your ability to obtain credit for financing other products and services.

Do not ignore this notice. Mail a check or money order for the full amount due to this office in the envelope provided. Write the File Number on your check or money order so that we may credit your account and notify your creditor. You may also go to our website listed below and pay with a credit or debit card or by electronic check payment. **Credit, debit, and electronic check payments will appear on your statement under our Corporate name Applied Business Services, Inc.**

This is an attempt by a debt collector to collect a debt; any information obtained will be used for that purpose.

APPLIED BUSINESS SERVICES

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Payment web site - www.abspayonline.com

NAME : John Doe
BALANCE: \$5,000.00
ACCOUNT #: 123456

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provide the new information below.*

ABS
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Edenton, NC 27932-0910

Street or PO Box

City and State

Postal Code

Telephone

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Edenton, NC

Applied Business Services, Inc
Collection Agency Division
617 Soundside Road
Edenton, North Carolina 27932
252-482-7666

N.C. Department of Insurance Permit No. 100580

John Doe 01 - 123456
123 Main Street
Apt. 45678
Anytown, NC 99999



May 26, 2015

Sample Client Name
John Doe
Total: \$5,000.00
ABS File No.: 123456
Client Account #: 654321
Min. Due: \$100.00

You have been duly notified of your past due account with the creditor listed above, and we have not received payment.

If you have a sincere desire to settle this account, you should telephone our office to discuss your qualifications to participate in our partial payment program. If your account is placed into our partial payment program, after we receive each of your scheduled payments, we will send you a statement showing your balance and an envelope for your next payment. You must continue to make payments according to the plan established for you in order to keep your account current and in the payment plan. We want to work with you to resolve this debt, but we need you to contact us soon in order for us to do so.

If you do not settle this account, we will proceed with the collection process and record this debt on your credit record as unpaid. This item on your credit record may negatively impact your ability to obtain credit in the future. You may also go to our website listed below and pay with a credit or debit card or by electronic check payment. **Credit, debit, and electronic check payments will appear on your statement under our Corporate name Applied Business Services, Inc.**

This is an attempt by a debt collector to collect a debt; any information obtained will be used for that purpose.

APPLIED BUSINESS SERVICES

Detach and return this stub with your payment and be sure the address below appears through the window.

Payment web site - www.abspayonline.com

NAME: John Doe
BALANCE: \$5,000.00
ACCOUNT #: 123456

*If your address or phone number has changed,
provide the new information below.*

Street or PO Box

City and State

Postal Code

Telephone

ABS
P.O. Box 910
Edenton, NC 27932-0910

Collector talk-off

“Hello, may I please speak with [GUARANTOR]?”

“Hello Mr. or Mrs. [GUARANTOR]. My name is [COLLECTOR NAME] and I am with Applied Business Services. I am contacting you today to discuss a personal business matter. For security purposes, would you please verify the last 4 digits of your Social Security number? (Upon receipt of requested information and verification)... Thank you.”

“Please be advised that this is an attempt to collect a debt and any information obtained will be used for that purpose only. Would you please verify your current mailing address and preferred contact number? (Upon receipt of requested info-review and update current record if applicable) Thank you.”

[CLIENT NAME] has placed an account balance of \$ _____ for services provided to [PATIENT] on [DATE OF SERVICES]. Will you be taking care of this balance with a check, debit card or a credit card today?”

Collector next action will depend on guarantor response

MONTHLY STATEMENT / INVOICE

For April, 2015

SECURITY COLLECTION AGENCY

P.O. Box 910
Edenton, NC 27932

Town of Palm Beach 0467
Attn: John Doe
951 Old Okeechobee Road
West Palm Beach, Florida
33401

Balance Forward		\$268.40
Paid To SCA	4/28/15	\$268.40CR
Outstanding Balance		\$.00
Collections This Month		
At SCA	\$1,119.58	
Reported By Client	\$967.80	
Total Collections	\$2,087.38	
Collection Fees		\$313.15
Withdrawal Fees		\$.00
Finance Charges		\$.00
Total Fees		\$313.15
New Balance		\$313.15

*** Our Check Enclosed *** \$1,119.58

* This Is Your Only Invoice *
* Please Remit This Amount: *
* \$313.15 *
* TERMS: Net Due In Ten Days *

Summary of Activity and Outstanding Accounts.

Number of Accounts		Dollar Value
Previous	108	1091321.65
Placements		
Reactivations	9	6,887.20
**** LESS ****		
Deletions	9	6,014.40
Withdrawals		
Collections	3	2,087.38
Adjustments		
TOTALS *****	105	108,107.07

8/29/14

30-collection analysis
SECURITY COLLECTION AGENCY
COLLECTION ANALYSIS
Report Sample

NET001

MONTH	NO.	NET PLACEMENTS AMOUNT	% TO SCA COLLECTIONS	TOTAL	PIF	RECOVERY DOLLARS	PERCENTAGES PIF
SEPT	17915	2,024,050.00	69.8457	99,269.12	1531	4.905	8.5459
OCT	6601	728,675.85	59.0103	129,625.14	1913	17.789	28.9805
NOV	5068	511,594.83	57.8557	88,010.31	1301	17.203	25.6709
DEC	7426	1,053,453.09	65.9045	100,633.20	1459	9.553	19.6472
JAN	6141	417,594.68	55.1431	94,135.11	1388	22.542	22.6022
FEB	7625	918,679.00	55.0873	119,684.58	1563	13.078	20.4984
MAR	4239	451,908.40	63.0221	144,296.26	2155	31.930	50.8375
APR	6889	490,983.30	64.4313	134,702.25	1981	27.435	28.7560
MAY	6460	607,241.80	59.5254	101,041.47	1681	16.639	26.0217
JUNE	9237	185,620.09	36.7733	179,697.02	19856	96.809	100.0000
JULY	6320	1,718,712.50	57.2319	124,271.76	16862	100.000	100.0000
AUG	8202	1,078,801.81	51.1991	125,011.27	1610	11.588	19.6294
YEAR	92123	6,749,890.35		1,440,377.49	53300	21.3393	57.857
PRIOR	249037	26,159,528.03		2,521,190.42	39652	9.638	15.9221
TOTALS	341160	32,909,418.38		1,103,845.70	7800	12.0378	27.246
			PARTIAL PAYMENTS FORECAST	5,065,413.61	100752	15.3920	29.532

8/29/14

31-Recovery by Placement SECURITY COLLECTION AGENCY RECOVERY BY PLACEMENT Report Sample

NET002

	PLACEMENTS MADE NO.	AMOUNT	TO DATE COLLECTIONS MADE ON	PLACEMENTS THIS MONTH	RECOVERY RATE BY NO. BY	AMOUNT
AUGUST 2011	4620	386932.41	2001	60090.08	4	43.31%
SEPTEMBER 2011	3231	295845.33	1335	49019.05	1	15.53%
OCTOBER 2011	10881	888173.89	4593	124820.47	7	41.32%
NOVEMBER 2011	6167	627997.25	2687	110291.87	10	42.21%
DECEMBER 2011	5529	497619.92	1949	84922.33	8	43.37%
JANUARY 2012	5952	830050.11	2162	93853.84	13	35.25%
FEBRUARY 2012	996	92503.34	353	13321.64	2	36.32%
MARCH 2012	6539	599480.34	2037	88332.66	12	35.44%
APRIL 2012	1509	91195.93	444	14100.93	1	31.15%
MAY 2012	2892	310071.57	791	37441.84	2	29.42%
JUNE 2012	2401	172989.10	1003	29215.44	1	27.35%
JULY 2012	517	33200.29	184	5376.45	2	41.77%
AUGUST 2012	3914	312731.18	1415	41125.56	4	35.59%
SEPTEMBER 2012	9649	1366234.04	2802	109101.54	9	36.15%
OCTOBER 2012	9473	878728.85	2553	99964.61	19	29.04%
NOVEMBER 2012	2	414.21	2470	93023.45	16	26.95%
DECEMBER 2012	7673	675448.70	1728	132064.85	5	32.19%
JANUARY 2013	6386	1054099.59	515	27420.05	2	27.06%
FEBRUARY 2013	1517	128582.62	2112	128371.36	18	27.06%
MARCH 2013	7687	1074237.68	3984	195215.85	28	33.95%
APRIL 2013	7717	1546178.37	1177	59410.66	13	27.47%
MAY 2013	4244	461836.85	2424	100148.45	38	51.63%
JUNE 2013	9426	833295.62	1	87495.16	33	27.73%
JULY 2013	1	575280.00	1870	213480.92	101	25.72%
AUGUST 2013	7741	1725814.52	4867	82543.61	27	1406.37
SEPTEMBER 2013	7892	698368.74	1487	82543.61	27	4734.15
OCTOBER 2013	6616	512768.93	1180	61102.36	25	1572.19
NOVEMBER 2013	5083	1037804.51	1698	134563.41	33	1725.31
DECEMBER 2013	7443	436401.27	1409	72661.22	36	3200.17
JANUARY 2014	6150	902382.38	1622	109876.03	59	2576.21
FEBRUARY 2014	7630	486743.54	930	53491.72	54	4288.16
MARCH 2014	4240	513540.77	1042	52939.33	61	5428.97
APRIL 2014	6893	621602.09	1014	54829.01	103	4499.25
MAY 2014	6453	9252	1246	84138.59	206	7240.15
JUNE 2014	9252	1782593.02	613	41625.39	266	22132.20
JULY 2014	6331	780621.73	323	26506.85	333	20256.65
AUGUST 2014	8204	1137183.59				26506.85
TOTAL:	208851	24368952.28	60021	2771886.58	1539	121321.56
					28.73%	11.37%



Cost

Applied Business Services/Security Collection Agency:

Costs

NO UP-FRONT FEES

Our Contingency Fee is an All-Inclusive Collection Service Package: 24%

The rate will include all: Skip Tracing Bad Addresses and Phone Numbers, Credit Bureau Reporting, Insurance and Third Party Payer Search, All Communication, Four (4) letters, one (1) Credit Bureau Letter, 20+ Situational letters, Report Generation and Telephone call Collection Campaigns (as many calls as necessary).



State of North Carolina
County of Chowan

P O Box 910
617 Soundside Road
Edenton, North Carolina 27932

THIS AGREEMENT made _____ between APPLIED BUSINESS SERVICES, INC., trading and doing business as **Security Collection Agency**, a licensed and bonded collection agency under Chapter 66, Article 9C of North Carolina General Statutes (Section 66-49.24 et. Seq.), holding North Carolina Department of Insurance Permit Number 100580, hereinafter AGENCY, and **Town Of Palm Beach EMS**, a collection creditor who periodically owns and is the holder of delinquent accounts/returned checks, hereinafter CLIENT.

NOW, THEREFORE, in consideration of the agreements set out below, AGENCY and CLIENT agree as follows:

1. **EMPLOYMENT OF AGENCY:** CLIENT employs AGENCY as its agent to perform debt recovery and provide collection services on behalf of CLIENT with respect to such past due accounts as CLIENT may forward and AGENCY may accept.
2. **DUTIES OF CLIENT:** CLIENT shall forward to AGENCY past due accounts for collection and CLIENT shall provide to AGENCY the names and current addresses, including zip codes; the amount owed to CLIENT by the debtors, and any such other proper and correct information as shall be reasonably necessary to assist AGENCY in affecting collection. CLIENT warrants to AGENCY that all delinquent accounts placed with AGENCY are valid and existing and that no other person or firm has received a judgment or court order in regard to such accounts. Payments made to CLIENT by debtors, for accounts forwarded to AGENCY under this agreement, shall be dutifully reported to AGENCY by CLIENT in **writing or electronically**. Client warrants to Agency that all delinquent accounts placed with Agency are not in any bankruptcy process and agrees to notify Agency **upon receipt** of any bankruptcy notice received.
3. **CLIENT'S RIGHT TO WITHDRAW ACCOUNTS:** Prior to the withdrawal of accounts placed with AGENCY, AGENCY will be compensated according to Section 6 for any payments made on accounts after placement of accounts with AGENCY. Upon the written request of CLIENT for return of accounts, AGENCY shall return the accounts to the CLIENT. Withdrawals are for accounts in which the Debtor did not owe the money, bankruptcy, or debtor deceased with no spouse or charity write offs. Please call concerning special arrangement accounts. Accounts can be placed on Hold for special situations. If a request to withdraw an account is made after placement of account with AGENCY for valid reasons, AGENCY shall withdraw said account. There will be a withdrawal fee of \$4.00 for accounts that have to be withdrawn after placement for the above reason.
4. **DUTIES OF AGENCY:** AGENCY shall review such accounts as may be forwarded by CLIENT and notify CLIENT of its acceptance or rejection of such accounts. **CLIENT acknowledges that AGENCY will not accept accounts with a balance less than \$25.00.** AGENCY shall have the full power to collect compromise or adjust any and all such accounts. AGENCY shall have the power to endorse for deposit and collection any payments received and to deposit same in a special trust account and within thirty (30) days after the end of each calendar month, AGENCY will remit from said Trust Account all moneys due to CLIENT together with a dated remittance statement detailing the date and amount collected from each debtor and the amount due CLIENT.
5. **PRIVACY:** AGENCY agrees to the safeguarding of consumer's nonpublic personal healthcare information (PHI) received from CLIENT as mandated by the Health Insurance Portability and Accountability Act (HIPAA). AGENCY will only use PHI for permissible purposes and will report any noted CLIENT violations of restrictions to CLIENT. Only AGENCY authorized individuals who have signed Privacy and Security Policy Pledge will have specific role access to PHI. CLIENT account information will be stored by AGENCY on IBM iSeries Power7 hard disk with access to systems, applications and data controlled by a series of confidential passwords as well as multiple keyed special access doors. All AGENCY systems are backed up nightly and stored off site in fully secured environment to insure there will be no loss of information in case of a catastrophic hardware event.
6. **COMPENSATION:** For collection of accounts under the Standard Debt Recovery Program, AGENCY shall receive as compensation for its services from CLIENT, **24 % as its fee** on all placed accounts regardless of the source of payment, where or how payment is made. (I.e. debtors, debtor's attorney[s] or agents, lending institutions, insurance settlements, etc) Repossessions, returned merchandise and/or sums paid directly to CLIENT are moneys collected pursuant to this Agreement. CLIENT agrees that AGENCY shall be compensated on a NET basis, whereby AGENCY automatically deducts its compensation from monthly collection payments. If a balance remains after automatic deduction, CLIENT will pay said balance within fifteen (15) days of notification. A Finance Charge of one and one-half (1 ½) %, with a minimum charge of \$.50 per month, can be imposed on charges not paid within fifteen (15) days from the date of billing on periodic (monthly) statements. Client agrees to pay Credit Bureau removal fee of \$2.00 to AGENCY for accounts reporting in error, to exclude Worker's Compensation, Deceased and Bankruptcy.
7. **ATTORNEY AFFILIATE REFERRAL SERVICE:** With respect to those accounts wherein the debtor has not responded in full to the Standard Debt Recovery Program, such accounts shall be, at the option of the CLIENT, returned to CLIENT as uncollectable or forwarded on CLIENT's behalf to an attorney for collection. If CLIENT authorizes forwarding but does not designate an attorney, AGENCY, as CLIENT's agent, will select an attorney and forward such account. For recoveries made under the Attorney Affiliate Referral Service on accounts forwarded on behalf of CLIENT, AGENCY shall be compensated **(optional)**. Further, any attorney to whom an account is forwarded is to act in his professional capacity on behalf of CLIENT and shall be subject at all times to CLIENT'S direction and control. Irrespective of who selects the attorney-forwarder, AGENCY shall not be responsible for any loss or damage caused by the acts or omissions on the part of said attorney.
8. **TERM OF AGREEMENT:** This Agreement shall be in force for a term of one (1) year and shall continue in force thereafter on a month-to-month basis.
9. **TERMINATION:** Subject to Article 7 hereof, this Agreement may be terminated by either party without cause upon sixty (60) days prior written notice provided that, in the case of CLIENT; all moneys due AGENCY have been paid in full by date of termination including moneys due as result of collection efforts expended during the sixty (60) day notice period; and, in the case of AGENCY; that AGENCY has rendered to CLIENT a full and final accounting of its activities through the termination date and has returned to CLIENT its accounts and supporting documents. This Agreement may be terminated by either party for cause upon written notice to the other party. The term 'for cause' shall include but not limited to:
(a) Failure of agency to make proper accounting to CLIENT; (b) Failure of CLIENT to promptly pay AGENCY moneys due; (c) The violation by either party of the terms of this agreement.

By: Applied Business Services, Inc.

Signature: _____

Print Name: _____

Title: _____

Print Name: _____

Title: _____



Thank you

Applied Business Services/Security Collection Agency:

We have the qualifications, experience, integrity, flexibility, capacity, capability, methodology, reliability and above all the desire to perform the collection work you require.

We thank you for reviewing our proposal.

We look forward to providing you with collection services designed to generate the most revenue for your bottom line.

Lucy A. Mckellar
Director Client Services
Security Collection Agency

TOWN OF PALM BEACH

Town Council Meeting on: August 11, 2015

Section of Agenda

Resolutions

Agenda Title

RESOLUTION NO. 106-2015 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving an Increase to the Guaranteed Maximum Price for the D-4 and D-10 Pump Station Improvement Project Increasing the Construction Phase Budget by \$150,000 for this Project, and Establishing a New Total Construction Phase Budget of \$6,132,800.69.

Presenter

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

Supporting Documents

- [Memorandum Dated July 24, 2015, from H. Paul Brazil, P.E., Director of Public Works](#)
- [Resolution No. 106-2015](#)
- [Burkhardt Construction Cost Estimate](#)
- [Memorandum Dated August 4, 2015, from Thomas G. Bradford, Town Manager](#)

TOWN OF PALM BEACH

Information for Town Council Meeting on: August 11, 2015

To: Mayor and Town Council

Via: Thomas G. Bradford, Town Manager

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

RE: Approval to Increase the Guaranteed Maximum Price for the D-4 and D-10 Pump Station Improvement Project
Resolution No. 106-2015

DATE: July 24, 2015

STAFF RECOMMENDATION

Town staff requests that Town Council approve Resolution No. 106-2015 authorizing an increase to the Construction Manager at Risk (CMAR) contract with Burkhardt Construction, Inc. (Burkhardt) for the D-4 and D-10 Pump Station Improvements of \$150,000 for a new Guaranteed Maximum Price (GMP) amount not to exceed \$6,132,800.69.

GENERAL INFORMATION

The D-4 and D-10 Pump Stations are two of the Town's main Storm Water Pump Stations, located at 445 N. Lake Way and 1060 N. Lake Way North, respectively. Due to the age and condition of the pump stations, it is necessary to perform improvements to meet the stations demands.

On January 13, 2015, Town Council approved the ranking of the CMAR selection committee and Burkhardt was awarded a pre-construction agreement by Resolution 03-2015. The Town Manager was authorized to enter into an agreement for pre-construction services with Burkhardt to develop a GMP for the proposed D-4 and D-10 Pump Station Improvements using a CMAR approach.

Burkhardt submitted a proposed GMP to the Town on April 24, 2015 based on 90% plans for \$6,123,974.56. Staff worked with Mock Roos and Associates (MRA) and Kimley-Horn and Associates (KHA) to review the draft GMP. Public Works, Purchasing and Finance negotiated a final GMP with Burkhardt that resulted in a lower GMP of \$5,982,800.69 and was awarded by Resolution 62-2015 on May 12, 2015.

Once the project was awarded, Burkhardt applied for permits and was directed to submit applications for both the Architectural Commission (ARCOM) and Development Review Committee (DRC). In November of 2010, this project was approved by both ARCOM and DRC, but the approvals lapsed since the project was postponed due to the Flagler Bridge Project traffic

impacts. On June 24, 2015, the project was presented to ARCOM which resulted in the variances being approved but the architectural portion was deferred and staff was requested to return to ARCOM in July with architectural enhancements. Although the current and proposed D-10 pump station is significantly screened from public view, ARCOM requested that structural enhancements be made to the building exterior that would be aesthetically similar to the surrounding residences. The Town's consultants incorporated features to the building exterior that improved its appearance and on July 22, 2015 returned to ARCOM to present the design changes, which the commission approved.

The additional construction costs associated with the recommended ARCOM enhancements are estimated to be \$150,000, with contingency, as shown in Attachment "A". The overall project contingency, which is contained within the GMP, is \$285,000. The design changes will consume 53% of the project contingency leaving only \$135,000 remaining as contingency to begin a project that has a significant budget of approximately \$6,000,000.

Staff recommends that Town Council increase the GMP by \$150,000 to accommodate the design changes. In addition, due to the duration associated with obtaining approvals for the building permit issuance, it will be necessary to extend the project from February 2016 until the end of March 2016.

FUNDING/FISCAL IMPACT

Increasing the project budget by \$150,000 will lead to an overall project budget of \$6,132,800.69. Funding for this project is fully contained within the Accelerated Capital Improvement Program, Phase 2.

PURCHASING REVIEW

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

TOWN ATTORNEY REVIEW

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

Attachments

cc: Jane Struder, Director of Finance
Eric B. Brown, P.E., Assistant Director of Public Works
William K. Francis, P.E., Town Engineer
Charles R. Langley, P.E., Senior Project Engineer
Jeffrey M. Sanon, P.E., Project Engineer
Doug Terry, Water Resources Division Manager
Adis Pedraza, Purchasing Manager

RESOLUTION NO. 106-2015

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING AN INCREASE TO THE GUARANTEED MAXIMUM PRICE FOR THE D-4 AND D-10 PUMP STATION IMPROVEMENT PROJECT INCREASING THE CONSTRUCTION PHASE BUDGET BY \$150,000 FOR THIS PROJECT, AND ESTABLISHING A NEW TOTAL CONSTRUCTION PHASE BUDGET OF \$6,132,800.69.

* * * * *

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 an increase to the Guaranteed Maximum Price for the D-4 and D-10 Pump Station Improvement Project of \$150,000 and establishes a new total construction phase budget of \$6,132,800.69.

Section 2. The Town Manager is hereby authorized and directed to execute a change order on behalf of the Town of Palm Beach for the additional costs.

Section 3. The Town Manager is hereby authorized and directed to affect an increase to the construction phase budget.

Section 4. The Town Manager, or his designee, is hereby authorized and directed to take such further actions as may be necessary to effectuate the additional construction work for the project, including any necessary change order work as recommended by the Public Works Director.

PASSED AND ADOPTED in a regular adjourned session of Town Council of the Town of Palm Beach this 11th day of August 2015.

Gail L. Coniglio, Mayor

Michael J. Pucillo, Town Council President

Richard M. Kleid, Council President Pro Tem

Danielle H. Moore, Town Council Member

ATTEST:

Penelope D. Townsend, Town Council Member

Susan A. Owens, MMC, Town Clerk

Robert N. Wildrick, Town Council Member

**BURKHARDT
CONSTRUCTION, INC.**

Vincent G. Burkhardt
President



July 24, 2015

Garry G. Gruber, P.E.
Vice President
Mock Roos & Associates, Inc.
5720 Corporate Way
West Palm Beach, FL 33407

RE: Town of Palm Beach D-10 Pump Station
Cost Estimate Based on ARCOM Power Point

Dear Mr. Gruber:

Burkhardt Construction was asked to price changes to the D-10 Pump Station based on the 29 page power point presentation titled "D-10 Stormwater Pump Station Improvements for the Town of Palm Beach B-068-2015-REV1" as received by Burkhardt Construction on July 20, 2015. The list of changes shown in the power point is below.

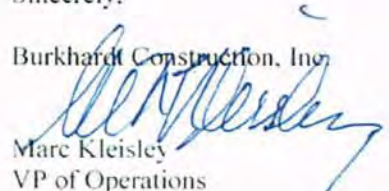
ARCOM Power Point D-10 Pump Station Changes:

1. Louvers changed from 2 EA to 3 EA on the east and west elevations
2. Terra cotta tiles or similar in front of the louvers on the east and west elevations
3. Terra cotta tiles or similar on the north and south elevations without louvers
4. Faux stucco columns and arches on the north, east, south and west elevations
5. Stucco banding above the electrical room doors
6. Roof scuppers and downspouts changed to bronze on the north elevation
7. Possible change from ficus to areca palms along the southern property line
8. Ficus hedge on north property line to remain

Based on the changes above and the power point presentation, Burkhardt Construction has prepared a preliminary cost estimate. Due to the limited time and no plans, details or specifications being available, Burkhardt Construction did not have an opportunity to receive any pricing from subcontractors. Based on the limited information available, Burkhardt Construction expects the changes shown in the ARCOM power point would cost approximately \$150,000.00.

Sincerely,

Burkhardt Construction, Inc.


Marc Kleisley
VP of Operations

TOWN OF PALM BEACH

Information for Town Council Meeting on: August 11, 2015

To: Mayor and Town Council

From: Thomas G. Bradford, Town Manager

Re: Architectural Commission Decision Regarding D-10 Pump Station

Date: August 4, 2015

STAFF RECOMMENDATION

Pursuant to Section 18-177, Appeals and Review, of the Town Code of Ordinances I request that the Town Council closely review the decision of the Architectural Commission relative to the addition of architectural elements to the structure housing pump station equipment at the D-10 pump station facility. The order of magnitude cost of making the changes to this public utility structure is \$150,000. This public utility structure, due to its extensive landscaping, goes virtually unnoticed by the public. In light of the fact that the Town has limited funds in the 2013 ACIP, it is respectfully requested that the Town Council give consideration to the efficacy of the addition of the architectural elements added to this public utility structure which, if approved, will add an expense of approximately \$150,000. If you concur, this item should be pulled from the consent agenda in order to have a full discussion.

TGB:cek

cc: H. Paul Brazil, Director of Public Works
John S. Page, Director of Planning, Zoning, and Building

TOWN OF PALM BEACH

Town Council Meeting on: August 11, 2015

Section of Agenda

Resolutions

Agenda Title

RESOLUTION NO. 108-2015 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving a Purchase Order for Construction Phase Engineering Services for the North Lake Way Drainage Maintenance Project to Mock Roos and Associates, Inc., in the Amount of \$8,000, and Establishing a Construction Phase Engineering Services Budget of \$11,000.

Presenter

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

Supporting Documents

- [Memorandum Dated July 24, 2015 from H. Paul Brazil, P.E., Director of Public Works](#)
- [Resolution No. 108-2015](#)
- [Mock Roos and Associates, Inc. Proposal](#)

TOWN OF PALM BEACH

Information for Town Council Meeting on: August 11, 2015

To: Mayor and Town Council

Via: Thomas G. Bradford, Town Manager

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

Re: Approve a Purchase Order for Construction Phase Engineering Services for the North Lake Way Drainage Maintenance Project
Resolution No. 108-2015

DATE: July 24, 2015

STAFF RECOMMENDATION

Staff recommends that Town Council approve Resolution No. 108-2015, approving a purchase order for Construction Phase Engineering Services to Mock Roos and Associates, Inc. (MRA), for the North Lake Way Drainage Maintenance Project in the amount of \$8,000 and establishing a construction phase services budget of \$11,000.

GENERAL INFORMATION

The portion of North Lake Way between Country Club Road and Bahama Lane experiences standing water due to storm water run-off, which causes unfavorable roadway conditions for vehicular traffic along North Lake Way. This area has experienced increased usage since southbound traffic from the north end of Town is currently detoured towards North Lake Way due to the North Ocean Boulevard Seawall Replacement Project. This project will minimize the standing water after rainfall events. The award of a construction contract for this project will also be considered at this month's Town Council Meeting.

The construction phase engineering services will include plan updates, shop drawing reviews, site visits, maintaining daily reports, progress photos, scheduling, conducting meetings, preparing meeting minutes, and assisting Town staff with onsite observations and inspections, etc.

Staff has negotiated a construction phase engineering services contract with MRA, in the amount of \$8,000. Staff also recommends a contingency of \$3,000 for a total construction phase budget of \$11,000.

FUNDING/FISCAL IMPACT

Funding for the construction phase of this project is fully contained within the Town's Accelerated Capital Improvement Program - Phase 2.

PURCHASING REVIEW

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

TOWN ATTORNEY REVIEW

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

Attachments

cc: Eric Brown, P.E., Assistant Director of Public Works
William K. Francis, P.E., Town Engineer
Jeff Sanon, P.E., Project Engineer
Adis Pedraza, Purchasing Manager

RESOLUTION NO. 108-2015

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING A PURCHASE ORDER FOR CONSTRUCTION PHASE ENGINEERING SERVICES FOR THE NORTH LAKE WAY DRAINAGE MAINTENANCE PROJECT TO MOCK ROOS AND ASSOCIATES, INC., IN THE AMOUNT OF \$8,000, AND ESTABLISHING A CONSTRUCTION PHASE ENGINEERING SERVICES BUDGET OF \$11,000.

* * * *

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

Section 1. The Town Council of the Town of Palm Beach hereby approves a purchase order for Construction Phase Engineering Services for the North Lake Way Drainage Maintenance Project to Mock Roos and Associates, Inc., in the amount of \$8,000, and establishes a construction phase engineering services budget of \$11,000.

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

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

PASSED AND ADOPTED in a regular adjourned session of Town Council of the Town of Palm Beach this 11th day of August 2015.

Gail L. Coniglio, Mayor

Michael J. Pucillo, Town Council President

Richard M. Kleid, Council President Pro Tem

Danielle H. Moore, Town Council Member

ATTEST:

Penelope D. Townsend, Town Council Member

Susan A. Owens, MMC, Town Clerk

Robert N. Wildrick, Town Council Member

MOCK • ROOS
ENGINEERS • SURVEYORS • PLANNERS

July 24, 2015

Mr. Jeff Sanon, P.E.
Town of Palm Beach
P.O. Box 2029
Palm Beach, FL 33480-2029

Ref. No.: B5034.00
Subject: Professional Construction Phase Services for the North Lake Way
Drainage Maintenance Improvements

Dear Mr. Sanon:

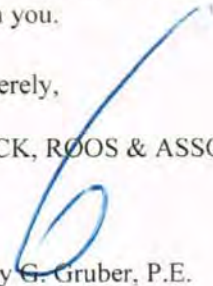
We are submitting the attached *Proposal To Provide Construction Phase Services for the North Lake Way Drainage Maintenance Improvements*. Please review the attached documents and return one signed copy of the *Proposal* to our office as our authorization to proceed with the Scope of Services outlined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

We will provide the Scope of Services on an hourly basis, plus reimbursable expenses. We anticipate the total fee to provide the Scope of Services will be \$8,000.

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

Sincerely,

MOCK, ROOS & ASSOCIATES, INC.



Garry G. Gruber, P.E.
Vice President

GGG:jeh
Enclosure

Copies: Bookkeeping

L:\mk\B5034.00\hr001ggjh.docx

Mock, Roos & Associates, Inc.

5720 Corporate Way, West Palm Beach, Florida 33407-2066, (561) 683-3113, fax 478-7248

Proposal To Provide Construction Phase Services for the North Lake Way Drainage Maintenance Improvements

Services to be provided by: Mock•Roos

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

Proposal Date: July 24, 2015

Proposal Terms

A. Project Description:

The Town of Palm Beach is moving forward with drainage improvements along North Lake Worth. Mock•Roos will provide the professional services as outlined under **B. Scope of Services** below.

B. Scope of Services:

1. Pre-Construction Activities

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

2. Construction Activities

- a. Attend one (1) construction progress meeting between the Contractor, the Town, and Mock•Roos as necessary during the construction period. Prepare and distribute meeting minutes taken construction meetings.
- b. Provide a Mock•Roos field representative to perform site observations of the Contractor's Work delineated in the project construction drawings. Prepare and review Mock•Roos field observation reports. A total of 32 hours is included.
- c. Review, recommend, and prepare minor field directive changes, as requested by the Contractor or the Town.
- d. Provide review and payment recommendation for one (1) Contractor submitted pay applications.
- e. Perform substantial completion walk-through(s) with the Contractor, Mock•Roos, and the Town. Prepare and distribute the EJCDC "substantial completion statements" and associated punch lists.

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

3. Post Construction Activities

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

C. Additional Services:

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

D. Fees and Rates:

1. The total fee to provide the Scope of Services on an hourly basis with a not to exceed fee of \$8,000.
2. Mock•Roos can provide Additional Services at the Mock•Roos hourly rates in effect at that time, plus any reimbursable expenses, or for an agreed upon lump sum fee.

E. Conditions:

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

F. Acceptance and Authorization to Proceed:

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

MOCK•ROOS

Signed:  _____

Name: Garry G. Gruber, P.E.

Title: Vice President

Date: July 24, 2015

TOWN OF PALM BEACH

Town Council Meeting on: August 11, 2015

Section of Agenda

Resolutions

Agenda Title

RESOLUTION NO. 109-2015 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Awarding Bid No. 2015-47 and Approving a Construction Contract to Johnson-Davis, Inc. for the North Lake Way Drainage Maintenance Project in the Amount of \$104,750, and Establishing a Construction Phase Budget of \$120,000.

Presenter

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

Supporting Documents

- [Memorandum Dated July 31, 2015, from H. Paul Brazil, P.E., Director of Public Works](#)
- [Resolution No. 109-2015](#)
- [Bid Tab Sheet](#)

TOWN OF PALM BEACH

Information for Town Council Meeting on: August 11, 2015

To: Mayor and Town Council

Via: Thomas G. Bradford, Town Manager

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

Re: Award Bid No. 2015-47 and Approve a Construction Contract for the North Lake Way Drainage Maintenance Project
Resolution No. 109-2015

DATE: July 31, 2015

STAFF RECOMMENDATION

Staff recommends that Town Council approve Resolution No. 109-2015 awarding Bid No. 2015-47 and approving a construction contract to Johnson-Davis, Inc., for the North Lake Way Drainage Maintenance Project (north of Country Club Road to south of Bahama Lane), in the amount of \$104,750 and establishing a construction phase budget of \$120,000.

GENERAL INFORMATION

The portion of North Lake Way between Country Club Road and Bahama Lane experiences standing water due to storm water run-off, which causes unfavorable roadway conditions for vehicular traffic along North Lake Way. This area has experienced increased usage since southbound traffic from the north end of Town is currently detoured towards North Lake Way due to the North Ocean Boulevard Seawall Replacement Project. This project will minimize the standing water after rainfall events.

The Town received three bids from the Town's prequalified pump station and underground contractors on July 31, 2015. A copy of the tabulation sheet is attached. The bids ranged \$104,750 to \$177,083.80.

The lowest responsive responsible bid was from Johnson-Davis, Inc., in the amount of \$104,750. Staff recommends awarding the contract to Johnson-Davis, Inc. for the bid amount of \$104,750, and establishing a construction phase budget of \$120,000.

FUNDING/FISCAL IMPACT

Funding for this project is fully contained within the Town's Accelerated Capital Improvement Program, Phase 2.

PURCHASING REVIEW

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

TOWN ATTORNEY REVIEW

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

Attachments

cc: Eric Brown, P.E., Assistant Director of Public Works
William K. Francis, P.E., Town Engineer
Jeffrey Sanon, P.E., Project Engineer
Adis Pedraza, Purchasing Manager

RESOLUTION NO. 109-2015

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, AWARDED BID NO. 2015-47 AND APPROVING A CONSTRUCTION CONTRACT TO JOHNSON-DAVIS, INC. FOR THE NORTH LAKE WAY DRAINAGE MAINTENANCE PROJECT IN THE AMOUNT OF \$104,750, AND ESTABLISHING A CONSTRUCTION PHASE BUDGET OF \$120,000.

* * * *

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

Section 1. The Town Council of the Town of Palm Beach hereby awards Bid No. 2015-47 and approves a construction contract to Johnson-Davis, Inc., in the amount of \$104,750 for the North Lake Way Drainage Maintenance Project, and establishes a project budget of \$120,000.

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

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

PASSED AND ADOPTED in a regular adjourned session of Town Council of the Town of Palm Beach this 11th day of August 2015.

Gail L. Coniglio, Mayor

Michael J. Pucillo, Town Council President

Richard M. Kleid, Council President Pro Tem

Danielle H. Moore, Town Council Member

ATTEST:

Penelope D. Townsend, Town Council Member

Susan A. Owens, MMC, Town Clerk

Robert N. Wildrick, Town Council Member



TOWN OF PALM BEACH

Bid No. 2015-47

North Lake Way Drainage Maintenance

TABULATION

Due: 7/31/15 @ 2 p.m.

Vendor:		Johnson-Davis, Inc.		Man-Con Incorporated		TLC Diversified, Inc.	
Address:		604 Hillbrieth Drive Lantana, FL 33462		3460 SW 11th St Deerfield Beach, FL 33442		2719 17th Street East Palmisto, FL 34221	
Telephone:		(561) 588-1170		(954) 427-0230		(561) 478-2025	
Fax:		(561) 585-2552		(954) 427-8133		(561) 478-7159	
Contact:		Christopher Johnson		Guy A. Mancini		Dallas Lamberson	
Item No.	Description	Qty	Unit	Price per Unit	Total	Price per Unit	Total
ITEM A - PROJECT GENERAL CONDITIONS							
A-1	Mobilization and General Conditions	1	L.S.		\$ 10,000.00		\$ 23,600.00
A-2	Performance and Payment Bonds and Insurance	1	L.S.		\$ 3,000.00		\$ 1,200.00
A-3	Maintenance of Traffic	1	L.S.		\$ 8,000.00		\$ 3,270.00
A-4	NPDES Compliance	1	L.S.		\$ 8,000.00		\$ 100.00
A-5	Pre-Construction Video	1	L.S.		\$ 1,500.00		\$ 1,400.00
A-6	Post-Construction Video	1	L.S.		\$ 1,500.00		\$ 1,400.00
SUBTOTAL ITEM A (A-1 THRU A-6)					\$32,000.00	\$	54,625.00
ITEM B - IMPROVEMENTS (NORTH LAKE TRAIL)							
B-1	Clearing and Grubbing	1	L.S.		\$ 9,000.00		\$ 6,200.00
B-2	Variable Mill Asphalt (1" to 2")	850	S.Y.	\$ 9.00	\$ 7,650.00	\$ 9.50	\$ 8,075.00
B-3	Variable Mill Asphalt (2" to 3")	750	S.Y.	\$ 10.00	\$ 7,500.00	\$ 12.35	\$ 9,262.50
B-4	Type S-III Asphaltic Concrete	100	TONS	\$ 220.00	\$ 22,000.00	\$ 380.00	\$ 38,000.00
B-5	Pavement Reconstruction (2' Width)	45	S.Y.	\$ 160.00	\$ 7,200.00	\$ 381.14	\$ 17,151.30
B-6	Concrete Flumes, Associated Milling, and Sod Work	8	EA	\$ 1,100.00	\$ 8,800.00	\$ 1,900.00	\$ 15,200.00
B-7	Sod (match existing)	3800	S.F.	\$ 2.50	\$ 9,500.00	\$ 1.90	\$ 7,220.00
B-8	Reset Electrical Box	1	EA	\$ 700.00	\$ 700.00	\$ 2,850.00	\$ 2,850.00
B-9	Adjust Valve Boxes	1	EA	\$ 400.00	\$ 400.00	\$ 1,900.00	\$ 1,900.00
SUBTOTAL ITEM B (B-1 THRU B-9)					\$ 72,750.00	\$	122,458.80
TOTAL ITEMS A AND B (INCLUSIVE)					\$104,750.00	\$	177,083.80

Opened by: Illyse S. Valdivia (7/31/15); Witnessed by: Angel Lopez

TOWN OF PALM BEACH

Town Council Meeting on: August 11, 2015

Section of Agenda

Resolutions

Agenda Title

RESOLUTION NO. 117-2015 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Declaring the Town's Official Intent to Seek Reimbursement for Certain Expenditures Made or to be Made with Respect to the Burying of Certain Utility Cables Throughout the Town of Palm Beach, Florida and Related Capital Expenditures from the Proceeds of Bonds and Providing for an Effective Date.

Presenter

Jane Struder, Director of Finance

Supporting Documents

- [Memorandum Dated July 31, 2015, from Jane Struder, Director of Finance](#)
- [Resolution No. 117-2015](#)

TOWN OF PALM BEACH

Information for Town Council Meeting on: August 11, 2015

To: Mayor and Town Council

Via: Thomas G. Bradford, Town Manager

From: Jane Struder, Director of Finance

Re: Reimbursement Resolution for Underground Utility Projects
Resolution No. 117-2015

Date: July 31, 2015

STAFF RECOMMENDATION

Staff recommends that the Town Council approve Resolution No. 117-2015 relating to the financing of future underground utility projects.

GENERAL INFORMATION

It is the Town's intent to finance the Town-wide underground utility project with a future debt issue. Staff anticipates that the Town will incur certain capital expenditures relating to the project prior to the issuance of bonds, which will be paid from various funds of the Town. Resolution No. 117-2015, is a reimbursement resolution which gives the Town the option to reimburse the Town's reserves in the future with bonds.

TOWN ATTORNEY REVIEW

The Town's bond counsel prepared the attached Resolution.

FUNDING/FISCAL IMPACT

The current estimated total project costs to bury utility lines town-wide are approximately \$85.4 million.

jls

cc: John C. Randolph, Town Attorney
Rick Miller, Town Bond Counsel
Jay Boodheshwar, Deputy Town Manager

RESOLUTION NO. 117- 2015

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, DECLARING THE TOWN'S OFFICIAL INTENT TO SEEK REIMBURSEMENT FOR CERTAIN EXPENDITURES MADE OR TO BE MADE WITH RESPECT TO THE BURYING OF CERTAIN UTILITY CABLES THROUGHOUT THE TOWN OF PALM BEACH, FLORIDA AND RELATED CAPITAL EXPENDITURES FROM THE PROCEEDS OF BONDS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Council (the "Town Council") of the Town of Palm Beach, Florida (the "Town") hereby finds that there is a critical need to relocate and bury certain utility cables throughout the Town and related capital expenditures, including capitalized interest (collectively, the "Project") to better serve the needs of the Town residents; and

WHEREAS, the Town proposes to issue its bonds or notes (the "Bonds") in the aggregate principal amount of not exceeding \$90,000,000 to finance the costs of the Project; and

WHEREAS, it is intended by the Town that the interest on the Bonds, if and when issued, will be excludable from gross income for Federal income tax purposes; and

WHEREAS, the Town has incurred and anticipates that it will incur certain capital expenditures relating to the Project prior to the issuance of the Bonds; and

WHEREAS, such expenditures were paid and will be paid from legally available general fund, equipment replacement fund and capital projects fund moneys of the Town; and

WHEREAS, the Internal Revenue Code of 1986, as amended (the "Code"), and applicable regulations (the "Regulations") require the Town to declare its official intent in connection with incurring certain capital expenditures in connection with the Project prior to the issuance of the Bonds in order to allow the Town to be reimbursed for such expenditures from a portion of the proceeds of the Bonds; and

WHEREAS, it is intended by the Town Council that this Resolution constitutes such official intent with respect to the reimbursement of the certain capital expenditures incurred or to be incurred prior to the issuance of the Bonds.

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

SECTION 1. The recitals set forth above are adopted by the Town Council as the findings of the Town and are incorporated herein.

SECTION 2. The statements contained in this Resolution with respect to the reimbursement of the capital expenditures referred to in this Resolution are intended to be statements of official intent as required by, and in conformance with, the provisions of Section 1.150-2(e) of the Regulations.

SECTION 3. The expenditures to be reimbursed pursuant to this Resolution have been incurred within 60 days prior to the date hereof or constitute preliminary expenditures within the meaning and to the extent permitted by Section 1.150-2(f)(2) of the Regulations or will be incurred after the date hereof in connection with the Project.

SECTION 4. The maximum principal amount of Bonds expected to be issued for the Project is \$90,000,000.

SECTION 5. The Town reasonably expects to reimburse the expenditures contemplated under this Resolution with a portion of the proceeds of the Bonds of the Town subsequent to the date hereof, and no funds from sources other than the "reimbursement bond issue" (as such term has the meaning assigned to it under the Regulations) portion of the Bonds are, or are reasonably expected to be, reserved, allocated on a long term basis, or otherwise set aside by the Town pursuant to the Town's budget or financial policies to pay for such expenditures.

SECTION 6. The Town will, upon receipt of the proceeds of the Bonds (or within 30 days thereof), allocate in writing the amount of proceeds of the Bonds (i.e., the reimbursement bond issue) used to reimburse the prior capital expenditures incurred in connection with the Project (herein, the "Prior Expenditures"). Such allocation will be accomplished not later than 18 months from the later of (a) the earliest date such Prior Expenditures were incurred or (b) the date the Project is placed in service (but in no event later than 3 years after the first Prior Expenditure was made).

SECTION 7. This Resolution shall be effective immediately upon its adoption.

PASSED AND ADOPTED in a regular session on this 11th day of August, 2015.

Gail L. Coniglio
Mayor

Michael J. Pucillo
Town Council President

Richard M. Kleid
Town Council President Pro-Tem

Danielle H. Moore
Town Council Member

ATTEST:

Penelope D. Townsend
Town Council Member

Susan A. Owens, MPA, MMC, Town Clerk

Robert N. Wildrick
Town Council Member

TOWN OF PALM BEACH

Town Council Meeting on: August 11, 2015

Section of Agenda

Resolutions

Agenda Title

RESOLUTION NO. 119-2015 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Rescinding Resolution No. 71-2015, and Awarding Bid No. 2015-25 for Street Light and Sign Post Painting to Roof Painting by Hartzell, and Approving a Purchase Order in an Amount of \$39,825, and Establishing a Budget of \$100,646.

Presenter

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

Supporting Documents

- [Memorandum Dated July 28, 2015, from H. Paul Brazil, P.E., Director of Public Works](#)
- [Resolution No. 119-2015](#)
- [Bid Tab Sheets](#)

TOWN OF PALM BEACH

Information for Town Council Meeting on: August 11, 2015

To: Mayor and Town Council

Via: Thomas G. Bradford, Town Manager

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

Re: Rescinding Resolution No. 71-2015 and Approval of a Purchase Order for Street Light and Sign Post Painting
Resolution No. 119-2015

DATE: July 28, 2015

STAFF RECOMMENDATION

Staff recommends that Town Council approve Resolution No. 119-2015, rescinding Resolution No. 71-2015 which approved a purchase order to Bayside Coatings Incorporated, for street light and sign post painting and established an overall budget of \$89,835.10, and awarding Bid No. 2015-25 to Roof Painting by Hartzell for street light and sign post painting, approving a purchase order in the amount of \$39,825, and establishing an overall budget of \$100,646 for this project.

GENERAL INFORMATION

On June 9, 2015, Town Council approved staff's recommendation to adopt Resolution No. 71-2015, awarding a contract to Bayside Coatings Incorporated, the lowest bidder, for street light and sign post painting. Despite repeated attempts to contact the vendor, they have been unresponsive and have not submitted satisfactory insurance to meet the Town requirements. Pending approval by Town Council, the vendor will be notified in writing that their bid award has been rescinded.

Staff recommends that in addition to rescinding the award to Bayside Coatings Incorporated, that Town Council award this bid and approve a purchase order to Roof Painting by Hartzell, for street light and sign post painting. They were identified as the next lowest responsive, responsible bidder on Bid No. 2015-25. They have successfully performed other projects for the Town, most recently the painting of the North Fire Station facility. The purchase order amount is recommended to be \$39,825 to address street light and sign post painting that needs to be done as soon as possible, and it is requested that the overall project budget be established at \$100,646. This will allow staff to complete other work that was included in the bid but is not ready to be completed.

This will be a renewable contract and staff will return to Council annually to renew this contract based on funding.

FUNDING/FISCAL IMPACT

Funding for this project is fully contained within the Public Works operating budget.

PURCHASING REVIEW

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

TOWN ATTORNEY REVIEW

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

Attachments

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

RESOLUTION NO. 119-2015

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, RESCINDING RESOLUTION NO. 71-2015, AND AWARDED BID NO. 2015-25 FOR STREET LIGHT AND SIGN POST PAINTING TO ROOF PAINTING BY HARTZELL, AND APPROVING A PURCHASE ORDER IN AN AMOUNT OF \$39,825, AND ESTABLISHING A BUDGET OF \$100,646.

* * * * *

WHEREAS, on June 9, 2015, the Town Council adopted Resolution No. 71-2015 approving a purchase order to Bayside Coatings Incorporated for street light and sign post painting; and

WHEREAS, Bayside Coatings Incorporated has been unresponsive making it necessary to rescind the award.

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

Section 1. Resolution No. 71-2015 is hereby rescinded.

Section 2. The Town Council of the Town of Palm Beach hereby withdraws the previous purchase order authorization of \$36,000, and the overall project budget of \$89,835.10 for street light and sign post painting.

Section 3. The Town Manager is hereby authorized and directed to rescind the contract with Bayside Coatings Incorporated, for street light and sign post painting.

Section 4. The Town Council of the Town of Palm Beach hereby awards Bid No. 2015-25 to Roof Painting by Hartzell and approves a purchase order in an amount of \$39,825 for street light and sign post painting and establishes a budget of \$100,646, to allow completion of the remaining bid items by separate purchase orders as necessary.

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

Section 6. The Town Manager, or his designee, is hereby authorized and directed to take such further actions as may be necessary to effectuate the rescinding of Resolution No. 71-2015, and the completion of the said project work, including any necessary change order work, within the established budget, as recommended by the Public Works Director.

PASSED AND ADOPTED in a regular adjourned session of Town Council of the Town of Palm Beach this 11th day of August 2015.

Gail L. Coniglio, Mayor

Michael J. Pucillo, Town Council President

Richard M. Kleid, Council President Pro Tem

Danielle H. Moore, Town Council Member

ATTEST:

Penelope D. Townsend, Town Council Member

Susan A. Owens, MMC, Town Clerk

Robert N. Wildrick, Town Council Member



TOWN OF PALM BEACH
BID No. 2015-25
ANNUAL STREET LIGHT
PAINTING PROGRAM
BASE BID TABULATION

Vendor:	Copper Stone Construction & Design Corp.	Harold Cummins Painting, Inc.	Grizzly General Contractor Corp.	One Call Property Services, Inc.
Address:	4839 Badger Rd. West Palm Beach, FL 33417	3562 Woods Walk Blvd. Lake Worth, FL 33467	8410 NW 93rd Street Medley, FL 33166	7804 SW Ellipse Way Stuart, FL 34997
Telephone:	561-687-8638	561-718-5774	305-888-2196	772-324-1146
Fax:	(none)	727-202-6681	305-888-2197	772-409-8620
Contact:	Al Lopez	Scott Weber	Alain J. Belanger	Brent Martin

BASE BID (Paint as Specified by Town)

1	Type 1 – Light Standard with Arm and Hub; Cast Iron (16' pole)	105	Each	\$ 290.00	\$ 30,450.00	\$ 94.15	\$ 9,885.75	\$ -	\$ -	\$ 500.00	\$ 52,500.00	\$ 283.00	\$ 29,715.00
2	Type 2A – Light Standard without Arm (Globe Type); Small Fiberglass (12' pole)	120	Each	\$ 270.00	\$ 32,400.00	\$ 64.96	\$ 7,795.20	\$ -	\$ -	\$ 380.00	\$ 45,600.00	\$ 213.00	\$ 25,560.00
3	Type 2B – Light Standard without Arm (Globe Type); Medium Fiberglass (14' pole)	16	Each	\$ 280.00	\$ 4,480.00	\$ 79.66	\$ 1,274.56	\$ -	\$ -	\$ 440.00	\$ 7,040.00	\$ 216.00	\$ 3,456.00
4	Type 2C – Light Standard without Arm (Globe Type); Large Aluminum or Fiberglass (16' pole)	305	Each	\$ 290.00	\$ 88,450.00	\$ 88.52	\$ 26,998.60	\$ -	\$ -	\$ 500.00	\$ 152,500.00	\$ 212.00	\$ 64,660.00
5	Type 3A – Light Standard with Arm and Large Ornamental; Aluminum (25' pole)	43	Each	\$ 350.00	\$ 15,050.00	\$ 159.25	\$ 6,847.75	\$ -	\$ -	\$ 800.00	\$ 34,400.00	\$ 288.00	\$ 12,384.00
6	Type 3B – Light Standard with Arm and Ornamental (Witch's Hat); Aluminum (20' pole)	61	Each	\$ 300.00	\$ 18,300.00	\$ 130.40	\$ 7,954.40	\$ -	\$ -	\$ 600.00	\$ 36,600.00	\$ 286.00	\$ 17,446.00
7	Type 3C – Light Standard with Arm and Lantern; Aluminum (16' pole)	98	Each	\$ 290.00	\$ 28,420.00	\$ 107.84	\$ 10,568.32	\$ -	\$ -	\$ 575.00	\$ 56,350.00	\$ 284.00	\$ 27,832.00
8	Type 3D – Light Standard with Arm and Ornamental; Aluminum (20' pole)	51	Each	\$ 300.00	\$ 15,300.00	\$ 129.80	\$ 6,619.80	\$ -	\$ -	\$ 675.00	\$ 34,425.00	\$ 286.00	\$ 14,586.00
9	Type 5 – Sign Standard; Aluminum (12' pole)	66	Each	\$ 270.00	\$ 17,820.00	\$ 69.24	\$ 4,569.84	\$ -	\$ -	\$ 380.00	\$ 25,080.00	\$ 213.00	\$ 14,058.00
10	Type 6 – Light Standard with Arm and Ornamental; Aluminum (30' pole)	34	Each	\$ 390.00	\$ 13,260.00	\$ 215.32	\$ 7,320.88	\$ -	\$ -	\$ 975.00	\$ 33,150.00	\$ 289.00	\$ 9,826.00
Total				\$	263,930.00	\$	89,835.10	\$	-	\$	477,645.00	\$	219,523.00

Bid Opened on April 29, 2015 at 2:00 PM

Did not submit Revised Proposal Page 18 Rev, but did submit all required information and acknowledged addendum (minor irregularity)	Did not submit item pricing; did not submit on requested Town Form; did not acknowledge addendum; quote submitted shows \$45,000 (\$150.00 per pole for 300 poles)	Did not submit Revised Proposal Pages per Addendum No. 1
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Opened by: John Cmar
 Witnessed by: Angel Lopez

LOWEST BASE BID
 NON-RESPONSIVE



TOWN OF PALM BEACH
BID No. 2015-25
ANNUAL STREET LIGHT
PAINTING PROGRAM
BASE BID TABULATION

TOWN OF PALM BEACH BID NO. 2015-25 ANNUAL STREET LIGHT PAINTING PROGRAM BASE BID TABULATION				Vendor:	Roof Painting by Hartzell	Shamrock Restoration Services Inc.	
				Address:	2301 NW 33rd Court, Suite 112 Pompano Beach, FL 33069	27091 Osage Street Brooksville, FL 34601	
				Telephone:	954-658-0515	813-505-7839	
				Fax:	954-957-9766	352-754-7282	
				Contact:	Mike Goodwin	Michael Reynolds	
Line	Description	Qty	Unit	Price per Unit	Total	Price per Unit	Total
BASE BID (Paint as Specified by Town)							
1	Type 1 – Light Standard with Arm and Hub; Cast Iron (16' pole)	105	Each	\$ 108.00	\$ 11,340.00	\$ 128.00	\$ 13,440.00
2	Type 2A – Light Standard without Arm (Globe Type); Small Fiberglass (12' pole)	120	Each	\$ 81.00	\$ 9,720.00	\$ 99.00	\$ 11,880.00
3	Type 2B – Light Standard without Arm (Globe Type); Medium Fiberglass (14' pole)	16	Each	\$ 94.00	\$ 1,504.00	\$ 116.00	\$ 1,856.00
4	Type 2C – Light Standard without Arm (Globe Type); Large Aluminum or Fiberglass (16' pole)	305	Each	\$ 108.00	\$ 32,940.00	\$ 133.00	\$ 40,565.00
5	Type 3A – Light Standard with Arm and Large Ornamental; Aluminum (25' pole)	43	Each	\$ 168.00	\$ 7,224.00	\$ 233.00	\$ 10,019.00
6	Type 3B – Light Standard with Arm and Ornamental (Witch's Hat); Aluminum (20' pole)	61	Each	\$ 135.00	\$ 8,235.00	\$ 191.00	\$ 11,651.00
7	Type 3C – Light Standard with Arm and Lantern; Aluminum (16' pole)	98	Each	\$ 108.00	\$ 10,584.00	\$ 158.00	\$ 15,484.00
8	Type 3D – Light Standard with Arm and Ornamental; Aluminum (20' pole)	51	Each	\$ 135.00	\$ 6,885.00	\$ 191.00	\$ 9,741.00
9	Type 5 – Sign Standard; Aluminum (12' pole)	66	Each	\$ 81.00	\$ 5,346.00	\$ 99.00	\$ 6,534.00
10	Type 6 – Light Standard with Arm and Ornamental; Aluminum (30' pole)	34	Each	\$ 202.00	\$ 6,868.00	\$ 291.00	\$ 9,894.00
Total				\$	100,646.00	\$	131,064.00

Bid Opened on April 29, 2015 at 2:00 PM

Opened by: John Cmar
 Witnessed by: Angel Lopez

TOWN OF PALM BEACH

Town Council Meeting on: August 11, 2015

Section of Agenda

Resolutions

Agenda Title

RESOLUTION NO. 120-2015 A Resolution of The Town Council of The Town Of Palm Beach, Palm Beach County, Florida, Approving A Purchase Order In The Amount of \$38,550 To Calvin, Giordano & Associates, Inc., For Planning Services To Update The Town of Palm Beach Comprehensive Plan And Establishing A Project Budget Of \$42,500.

Presenter

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

Supporting Documents

- [Memorandum Dated July 28, 2015 from John S. Page](#)
- [Resolution No. 120-2015](#)
- [Proposal from Calvin Giordano Dated July 30, 3015](#)
- [Memorandum Dated May 15, 2015 from John S. Page](#)

TOWN OF PALM BEACH

Information for Town Council Meeting on: August 11, 2015

To: Mayor and Town Council

Via: Thomas G. Bradford, Town Manager

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

Re: Award of Purchase Order for Comprehensive Plan Update
Resolution No. 120-2015

Date: July 28, 2015

STAFF RECOMMENDATION

Staff recommends that the Town Council approve Resolution No. 120-2015, approving a purchase order for the update of the Comprehensive Plan by Calvin, Giordano & Associates, Inc. in the amount of \$38,550, and establishing a total project budget of \$42,500.

GENERAL INFORMATION

The Town is required to review its Comprehensive Plan and report intended changes, if any, to the Florida Department of Economic Opportunity (DEO) no later than April of 2016. On June 9, 2015, the Town Council directed staff to prepare a Scope of Work and seek cost estimates for that work from the Town's planning consultant, Calvin, Giordano & Associates Inc. (See attached Memo with recommendations made on June 9, 2015).

Town Staff will be preparing maps for inclusion in the amended Plan, using data from its GIS program. The Town has received a Scope of Work and Schedule of Fees (Exhibit A) from Calvin-Giordano in the amount of \$38,550, for costs related to the Comprehensive Plan update, including attendance at various meetings, preparation of proposed changes, submission of the required notice to the state, and preparation of amendments for adoption of any changes. Staff recommends approval of Resolution No. 120-2015, and the Scope of Work together with instruction to begin implementation.

FUNDING/FISCAL IMPACT

The Town has received a Scope of Work and cost estimates from Calvin-Giordano in the amount of \$38,550. Staff is proposing approval of an additional \$3,950 in contingency in the event that additional work or meetings are required of the consultant beyond those outlined in the Scope of Services. Staff does not foresee any costs related to reimbursable expenses (outlined in the proposal) at this time, and the consultant has confirmed that normal travel and phone costs are part of the cost estimate. Total project cost including contingency would be \$42,500.

The Department has identified \$45,000 in the Long Term Financial Plan over a period of three years, commencing in FY15, although work is anticipated to be completed within two years.

SPECIAL CONSIDERATIONS

Staff will proceed to accomplish those tasks to be completed in-house. Once the staff has reviewed the proposed changes to the Comprehensive Plan prepared by the planning consultant, all changes will be presented to the Planning and Zoning Commission for review and input prior to final submittal to the Local Planning Agency/Town Council.

Citizen input will be solicited at each of the meetings at which any changes to the Comprehensive Plan are considered.

Attachments

cc: Planning & Zoning Commissioners
Department Directors
John C. Randolph, Town Attorney

RESOLUTION NO. 120-2015

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING A PURCHASE ORDER IN THE AMOUNT OF \$38,550 TO CALVIN, GIORDANO & ASSOCIATES, INC., FOR PLANNING SERVICES TO UPDATE THE TOWN OF PALM BEACH COMPREHENSIVE PLAN AND ESTABLISHING A PROJECT BUDGET OF \$42,500.

* * * * *

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

Section 1. The Town Council of the Town of Palm Beach hereby approves a purchase order to Calvin, Giordano & Associates Inc., in the amount of \$38,550 for planning services to update the Town of Palm Beach Comprehensive Plan, and establishes a total project budget of \$42,500.

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

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

Passed and adopted in a regular adjourned session of the Town Council of the Town of Palm Beach this 11th day of August 2015.

Gail L. Coniglio, Mayor

Michael J. Pucillo, Town Council President

Richard M. Kleid, Council President Pro Tem

Danielle H. Moore, Town Council Member

ATTEST:

Penelope D. Townsend, Town Council Member

Susan A. Owens, MMC, Town Clerk

Robert N. Wildrick, Town Council Member



July 30, 2015

Ms. Veronica Close
Assistant Director
Town of Palm Beach
360 South County Road
Palm Beach, FL 33480

RE: Town of Palm Beach - Comprehensive Plan
CGA Proposal No. 15-7910

Dear Ms. Close,

We are pleased to submit this proposal for Professional Services on the above referenced project.

I. Professional Planning Services

A. Approach

1. The Town of Palm Beach is seeking to update its Comprehensive Plan. CGA offers a multi-disciplined approach combining Planning and Urban Design, Environmental Planning, Transportation Planning, Landscape Architecture and Civil Engineering. This approach will consist of a targeted review and update of the Plan in terms of updating the text and some of the data that will further enhance the quality of life for residents and businesses, while protecting the existing character of the Island as a premier residential community of exceptional beauty.

B. Scope of Services

1. **TASK 1: KICKOFF MEETING (\$1,940).** In order to accomplish this task, CGA staff will meet with Town Staff to finalize the work program outlined in the scope of work within a week of the contract award. The project schedule and timelines as well as milestones and benchmarks will be determined. The overall work plan and schedule will take into consideration timeframes to:

Building Code Services
Coastal Engineering
Code Enforcement
Construction Engineering
and Inspection
Construction Services
Contract Government
Data Technologies
and Development
Emergency Management
Services
Engineering
Environmental Services
Facilities Management
Indoor Air Quality
Landscape Architecture
Municipal Engineering
Planning
Public Administration
Redevelopment
and Urban Design
Surveying and Mapping
Traffic Engineering
Transportation Planning

GSA Contract Holder

1800 Eller Drive
Suite 600
Fort Lauderdale, FL
33316
954.921.7781 phone
954.921.8807 fax

www.cgasolutions.com

- review drafts with Town staff, including legal staff
 - provide adequate legal notice wording to the Town for Planning and Zoning Commission, Local Planning Agency (LPA) and Town Council meetings; and
 - update drafts based on input received at the above mentioned meetings
2. TASK 2: REVIEW BACKGROUND INFORMATION, PREVIOUS STUDIES AND PLANNED IMPROVEMENTS (\$5,540). In order to develop a comprehensive understanding of the Town, we begin every project with an intense review to familiarize ourselves with the Town and its main issues. As part of the review CGA will review relevant policy and regulations, ownership patterns, development characteristics, roadway/transit improvements, and previous studies. Included will also be an evaluation of current physical conditions, background information provided by the Town, and any related studies by Palm Beach County, Florida Department Of Transportation, South Florida Water Management District and others. CGA will conduct an assessment of the existing built conditions relative to the Town's regulatory provisions including density and intensity. This will include an evaluation of specific land use and zoning regulations to confirm that the allowable maximum development parameters will not permit increases in density or intensity based on Census and BEBR updates and projections.
3. TASK 3: PRESERVATION OF TOWN CHARACTER (\$6,210). This task will focus on the ten (10) principal issues reflected in the June 9, 2015 memo to the Town Council that include:
- Inclusion of the basic land use protection strategies and policies.
 - Preservation of the Island's premier residential character.
 - Continual investment in Town infrastructure.
 - Maintenance and improvement of the Town's shoreline.
 - Conversion of overhead utilities to underground.

- Provision of a reliable, quality water supply, including conservation practices.
- Adherence to evolving Building Code and FEMA flooding safeguards in addition to new Coastal Management Element provisions outlined in SB 1094.
- Preparation and updating of disaster/emergency protocol plans.
- Continual monitoring of Port of Palm Beach operations (to prevent adverse effects).
- Maintenance of the Town's strong fiscal base. Should other issues arise during through the update, CGA will review these with staff for further direction.

4. TASK 4: COMPREHENSIVE PLAN UPDATE (\$7,040). The update to the Comprehensive Plan will be a culmination of previous tasks and will account for the existing conditions analysis to support text amendments to the Future Land Use Element and others as necessary. CGA will prepare a working draft of proposed amendments and supporting data and analysis to provide consistency with Chapters 163.3177 Florida Statutes (F.S.) and meet the requirements of Chapter 163.3191 F.S. In order to accomplish this, the CGA team will gather and analyze existing information for all comprehensive plan elements from the South Florida Water Management District, Palm Beach County, Florida Department of Transportation, Department of Environmental Protection, Shimer Institute (University of Florida), Florida Department of Economic Opportunity, Florida Department of Transportation, Florida Department of State, Treasure Coast Regional Planning Council, and other public and private service providers according to the requirements of Chapter 163 F.S. These baseline updates will include, but not be limited to:

- Population changes since the plan's most recent amendments.
- Financial feasibility of implementing the comprehensive plan.
- Ability to maintain adopted levels-of-service and sustain concurrency management systems through the capital improvement element.

- Relevant changes to the state comprehensive plan and the strategic regional policy plan since the most recent comprehensive plan amendments.
- Assessment of plan objectives as they relate to major issues.
- Brief assessment of successes and shortcomings related to each element of the plan and coordination of the comprehensive plan with existing public schools.
- The revised Data, Inventory and Analysis will provide the baseline for any new or amended Goals, Objectives and Policies. In addition to the baseline amendments identified above, CGA will update the plan to include the following items as identified by staff:
 - Update all population figures and projections in the Future Land Use and Housing Elements, incorporating data from the 2010 Census.
 - Update old references to the 2009-2019 planning period, using 2016-2026 in lieu thereof.
 - Update or eliminate outdated narrative, tables and dates/timelines in the Future Land Use, Transportation, Infrastructure, and Capital Improvements Elements.
 - Update and correct references to current codes, state regulations, state agencies and program titles.
 - Update specific sections of Elements where studies have been completed, goals have been reviewed, or committees' functions have been achieved.
 - Change absolute "task dates" (sometimes calling for annual review, biennial review, etc.) to more flexible "review as needed" timeframes in order to avoid unintended Plan non-compliance concerns.
 - Review and update all references to adopting an Archaeological Ordinance (done) with accurate information reflecting Code provisions and field findings.

- Eliminate the reference to a Town-sponsored design process for future redevelopment of Royal Poinciana Plaza/Royal Poinciana Way.
 - Update or eliminate all narrative relative to the City of Lake Worth sanitary sewer treatment facilities (resulting from newly completed force main improvements).
 - Eliminate reference to initiating meetings with Palm Tran to discuss feasibility of increasing transit ridership to the Town.
 - Update narrative regarding the selection of potential historic landmark sites, thus making the narrative mirror existing practices that have evolved.
 - Eliminate the need for a “biennial newsletter” regarding historic preservation legislation.
 - Eliminate the need for an annual “Preservation Celebration” in conjunction with the National Trust for Historic Preservation’s “National Preservation Week.”
 - Incorporate any new state legislation adopted since the last EAR in 2006.
5. TASK 5: FINALIZE DRAFT COMPREHENSIVE PLAN (\$5,970). Upon addressing all of staff comments on the draft plan, CGA will finalize the draft plan and prepare a memo prior to the initial public hearing which summarizes the proposed amendments, supporting data and analysis, and any comments received.
6. TASK 6: PUBLIC HEARINGS (\$11,850; \$2,370 per meeting). CGA will assist staff in the presentation of the final Comprehensive Plan for up to five (5) public meetings/hearings, which include Planning and Zoning Commission, LPA/Town Council Transmittal and Town Council Adoption. CGA will prepare and transmit the amended plan to the Florida Department of Economic Opportunity and other reviewing agencies and successfully address any comments within the prescribed timeframes. Any revisions will be coordinated and reviewed by Town staff prior to the final adoption hearing.

C. Deliverables

1. CGA will provide the following:

- Draft Document – 15 bound copies, 1 unbound copy and 1 electronic version
- Final Document – 15 bound copies, 1 unbound copy, 1 electronic version, and 1 executive summary/flyer for the Town's website and social media that clearly communicates the plan for citizens and stakeholders. Draft and final copies will be provided in an electronic format for reproduction and web-based purposes.

D. Schedule

1. Anticipated schedule provided as Attachment A.

BASIS OF PROPOSAL

- Any opinion of the construction cost prepared by Calvin, Giordano & Associates, Inc. represents its judgment as a design professional and is supplied for the general guidance of the CLIENT since Calvin, Giordano & Associates, Inc. has no control over the cost of labor and material, or over competitive bidding or market conditions. Calvin, Giordano & Associates, Inc. does not guarantee the accuracy of such opinions as compared to contractor bids or actual cost to the CLIENT.
- Any outside engineering services, studies, or laboratory testing not specifically mentioned in the Scope of Services will be the responsibility of the CLIENT. All municipal, permit, and agency fees as well as Title Certificates will be paid by the CLIENT.
- Basic services outlined within this proposal shall be considered complete when the project plans are submitted to the regulatory agencies for Certification.
- Calvin, Giordano & Associates, Inc. is performing the consultant services set forth in this Agreement strictly as a professional consultant to CLIENT. Nothing contained in this Agreement shall create any contractual relationship between Calvin, Giordano & Associates, Inc. and any contractor or subcontractor performing construction activities on the project, or any of CLIENT's other professional consultants.
- Calvin, Giordano & Associates, Inc. shall not be responsible for the contractor's schedules or failure to carry out the construction in accordance with the construction documents. Calvin, Giordano & Associates, Inc. shall not have control over or charge of acts or omissions of the contractor, subcontractors, or their agents or employees, or of any other persons performing portions of the construction.

- Calvin, Giordano & Associates, Inc. will require that all consultants carry proper insurance, including professional liability insurance, if appropriate.
- Permit construction certification will include one partial and one final inspection.

ADDITIONAL FEES

The following services are NOT included in this proposal and will be considered Additional Services, which will be addressed in a separate contractual agreement. The services include but are not limited to:

- Architectural, structural (i.e., retaining walls, bridges, docks), mechanical (i.e., fire pumps), fire protection, geotechnical and testing, environmental assessment, power, gas, telephone, cable television, site lighting services.
- Calculations for needed fire flow for site demands, based on building type use and size, if required.
- Calculations of off-site flood stages.
- Construction quality control inspections.
- Off-site engineering and negotiations for off-site easements, if required (other than as specified in the Scope of Services).
- Permit application or negotiation with permitting authorities other than those specifically listed herein.
- Preparation of construction contract documents, other than drawings and technical specifications (e.g., bid schedule, project manual);
- Professional land surveying not included in the scope of services (i.e., buried utility investigation, easement research, condominium documents, project stake-out and as-built drawings).
- Professional services required due to conditions different from those itemized under the Scope of Services or due to events beyond the control of Calvin, Giordano & Associates, Inc.
- Professional services required, due to changes in the site plan initiated by the CLIENT, their representatives or other consultants (e.g., architects, landscape architects, etc.) after either design or preparation of the construction drawings has commenced.
- Re-review of rejected shop drawings.
- Review and approval of Contractor pay requests.
- Review of Data supplied by the CLIENT (i.e. GIS data sets, databases, aerial images, etc.) required for integration into this project.
- Review of shop drawings for contractor or Client selected alternatives, materials, products, etc.

- Special shop drawing annotation and modification to expedite shop drawing approval process.
- Updated boundary survey, site evaluation or closing assistance work, unless specified above.

REIMBURSABLE EXPENSES

Calvin, Giordano & Associates, Inc. and its consultants will be reimbursed for the printing of drawings and specifications, deliveries, Federal Express services, required travel time and travel expenses, long distance telephone calls, fax transmittals, postage, fees paid for securing approval of authorities having jurisdiction over the project, renderings, models and mock-ups required by CLIENT, as required. Reimbursable expenses and sub-consultant invoices will be billed directly to the CLIENT at a multiplier of 1.25.

MEETING ATTENDANCE

Due to the difficulties of predicting the number or duration of meetings, no meetings other than those listed above, are included in the Schedule of Fees shown below. Preparation for and meeting attendance, as necessary, will be provided on a time and materials basis and will be billed at the standard hourly rates in accordance with the attached Hourly Rate Schedule.

SCHEDULE OF FEES

Calvin, Giordano & Associates, Inc. will perform the Scope of Services for a lump sum fee as shown in the proposed Schedule of Fees:

PROPOSED SCHEDULE OF FEES		
I	Professional Planning Services	\$38,550.00
	Other Planning Work Activity	\$38,550.00
II	Meetings not included in I thru I	Hourly
TOTAL (Plus Hourly Services)		\$38,550.00

TERMS OF THE AGREEMENT

- Calvin, Giordano & Associates, Inc. and the CLIENT agree by their signatures on this document that each party will not hire or attempt to hire any staff from the other party while under contract together.

- Calvin, Giordano & Associates, Inc. is preparing and providing drawings, plans, specifications and other documents as outlined in the scope of services for this Agreement for use in the construction of this project, based upon design and construction criteria prepared and provided by others, including but not limited to the CLIENT and CLIENT's consultants. Calvin, Giordano & Associates, Inc. is not responsible for any errors and omissions in the aforesaid design and construction criteria provided by others.
- CLIENT agrees to indemnify, hold harmless and, at Calvin, Giordano & Associates, Inc.'s option, defend or pay for an attorney selected by Calvin, Giordano & Associates, Inc., to defend Calvin, Giordano & Associates, Inc., its officers, agents, servants, and employees against any and all claims, losses, liabilities, and expenditures of any kind, including attorney fees, any appellate attorney costs, court costs, and expenses, caused by, arising from, or related to any acts, omissions or negligence of CLIENT or its consultants.
- CLIENT agrees to limit Calvin, Giordano, & Associates, Inc.'s liability for any and all claims that CLIENT may assert on its own behalf or on behalf of another, including but not limited to claims for breach of contract or breach of warranty, to the amount of fees paid to Calvin, Giordano & Associates, Inc., pursuant to this Agreement.
- Drawings, specifications, and other documents and electronic data furnished by Calvin, Giordano & Associates, Inc. in connection with this project are instruments of service. All original instruments of service shall be retained by Calvin, Giordano & Associates, Inc. and will remain their property, with all common law, statutory and other reserved rights, including copyright, in those instruments. This information provided in the instruments of service is proprietary and will not be shared with others without prior written consent. The CLIENT may request reproducible copies, and all original documents upon payment of all outstanding invoices, and expenses.
- In the event of termination in accordance with this Agreement or termination not the fault of Calvin, Giordano & Associates, Inc., Calvin, Giordano & Associates, Inc. shall be compensated for services properly performed prior to receipt of notice of termination, together with Reimbursable Expenses then due.
- Invoices for work accomplished to date will be submitted monthly and are payable within thirty (30) days. The CLIENT will pay invoices upon receipt and understands interest charges of 1.5% per month will be applied to any unpaid balance past thirty (30) days. Calvin, Giordano & Associates, Inc. may elect to stop work until payment is received. If work is stopped for thirty (30) days or more, Calvin, Giordano & Associates, Inc. may request compensation for start-up costs when work resumes.

- The CLIENT or their representative shall be available to meet with Calvin, Giordano & Associates, Inc. and provide decisions in a timely manner throughout the course of the project. The CLIENT will provide all plans and other pertinent information, which are necessary for Calvin, Giordano & Associates, Inc. to provide complete professional services as outlined in this contract.
- The terms of Agreement shall be valid for the Client's acceptance for a period of thirty (30) days from the date of execution by Calvin, Giordano & Associates, Inc. after which time this contract offer becomes null and void if not accepted formally (evidenced by receipt of an executed copy of this document). All rates and fees quoted in this document shall be effective for a period of six (6) months, after which time they may be renegotiated with the CLIENT.
- This Agreement may be terminated by either party upon not less than seven (7) days written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination. Failure of CLIENT to make payments to Calvin, Giordano & Associates, Inc., in accordance with this Agreement, shall be considered substantial nonperformance and cause for termination.

MISCELLANEOUS PROVISIONS

- CLIENT and Calvin, Giordano & Associates, Inc., respectively, bind themselves, their partners, successors, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, assigns, and legal representatives of such other party with respect to all covenants of this Agreement. Neither CLIENT nor Calvin, Giordano & Associates, Inc. shall assign this Agreement without written consent of the other.
- This Agreement represents the entire and integrated agreement between the CLIENT and Calvin, Giordano & Associates, Inc. and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Calvin, Giordano & Associates, Inc. and the CLIENT.
- Unless otherwise provided, this Agreement shall be governed by the law of the place where the project is located.

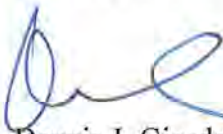
TERMINATION OF THE AGREEMENT

- This Agreement may be terminated by either party upon not less than seven (7) days written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination. Failure of CLIENT to make payments to Calvin, Giordano & Associates, Inc., in accordance with this Agreement, shall be considered substantial nonperformance and cause for termination.
- In the event of termination in accordance with this Agreement or termination not the fault of Calvin, Giordano & Associates, Inc., Calvin, Giordano & Associates, Inc. shall be compensated for services properly performed prior to receipt of notice of termination, together with Reimbursable Expenses then due.

We appreciate the opportunity to submit this proposal. Calvin, Giordano & Associates, Inc. is prepared with the necessary manpower to proceed with the proposed scope of services upon receipt of the executed authorization. Our personnel are committed to completing the project in a timely manner. Please indicate your acceptance of this proposal by signing below and returning one executed copy of the contract to this office. We look forward to working with you in making this project a success.

Sincerely,

CALVIN, GIORDANO & ASSOCIATES, INC.



Dennis J. Giordano
President

Cost of these services are \$38,550.00 plus hourly as noted in fee breakdown.

ACCEPTANCE OF CONTRACT

CALVIN, GIORDANO & ASSOCIATES, INC.

By:  Date: 7/30/15
Name: Dennis J. Giordano
Title: President

By: _____ Date: _____
Name: Ms. Veronica Close
Title: Assistant Director

TOWN OF PALM BEACH

Information for Town Council Meeting on: June 9, 2015

To: Mayor and Town Council

Via: Thomas G. Bradford, Town Manager

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

Re: Update of the Comprehensive Plan Pursuant to F.S. 163.3191
Staff Recommendations

Date: May 15, 2015

STAFF RECOMMENDATION

Staff recommends that the Town Council review recommendations outlined herein pertaining to the Palm Beach Comprehensive Plan, and to thereafter provide further direction to staff relative to completion of the State mandated review process,

GENERAL INFORMATION

In keeping with the State's directive that the Town should review its Comprehensive Plan and report intended changes, if any, to the Florida Department of Economic Opportunity (DEO) no later than April of 2016, the Town Council (on April 14, 2015) directed staff to prepare a listing of recommended Comprehensive Plan changes for its review in June. Staff has completed a review of the Plan and herein presents feedback as requested. It should be noted that the present Comprehensive Plan contains the following Elements:

Future Land Use
Transportation
Housing
Infrastructure
Coastal Management / Conservation
Recreation / Open Space
Intergovernmental Coordination
Capital Improvements
Optional Historic Preservation
Public Schools

Each Element contains introductory narrative, analysis, and a listing of goals, objectives and policies intended to drive future actions. Staff recommends that each of these Elements remains in the Plan.

One of the many unique characteristics about Palm Beach is that the community is essentially “built-out.” The Island has grown and developed over its history to become a premier residential community of exceptional beauty. Having achieved “build-out,” our future should be focused on maintaining the culture, serenity, and existing character of the Island rather than planning for new growth, roadways, changes to land use patterns, etc. Maintaining local culture and character should also include redevelopment of existing properties (recognizing that municipalities are constantly evolving).

Introductory pages of the present Plan identify “the three most basic land use protection strategies for Palm Beach” as follows:

- “Discourage the amount and type of region-serving commercial development while encouraging Town-serving ones.
- Control the pace, type, and intensity of redevelopment activity in older areas of Town.
- Encourage development and redevelopment at lower density levels than existing zoning allows, except for redevelopment where maintaining previous densities and/or intensities are allowed after unintentional damage or destruction, such as by fire or other casualty, act of terrorism, war or act of God or nature (and with approval from FDEP if building east of the CCCL).”

In addition to those three basic land use protection strategies, the existing Plan also identifies the following policy regarding growth...

- “To prevent critical and dangerous overuse of its streets, parking resources, public services and facilities, and damage to its historic character and to overall property values of the community, the Town will take all technical and administrative measures legally available, including the use of this Comprehensive Plan, to minimize the change or transition of existing low-density areas or structures to more intensive use patterns, and thereby lower the pattern of density, where possible, and to minimize tourism inflow.”

STAFF FEEDBACK TO TOWN COUNCIL

Reflecting on the “big topic items” that have emerged in recent years as well as the type of community local citizens would prefer for the future of Palm Beach, staff is of the opinion that the following list of principal issues should be prominently addressed within the Comprehensive Plan:

1. Inclusion of the basic land use protection strategies and policy noted immediately above.
2. Preservation of the Island’s premier residential character.
3. Continual investment in Town infrastructure.
4. Maintenance and improvement of the Town’s shoreline.
5. Conversion of overhead utilities to underground.
6. Provision of a reliable, quality water supply, including conservation practices.
7. Adherence to evolving Building Code and FEMA flooding safeguards.
8. Preparation and updating of disaster/emergency protocol plans.
9. Continual monitoring of Port of Palm Beach operations (to prevent adverse effects).

10. Maintenance of the Town's strong fiscal base.

Any and all updates or changes to the Plan can be incorporated into the existing Plan Elements, including the Goals, Policies and Objectives found within each separate Element. In addition to giving proper attention to the 10 principal issues outlined above, the following changes are recommended:

1. Update all population figures and projections in the Future Land Use and Housing Elements, incorporating data from the 2010 Census.
2. Update old references to the 2009-2019 planning period, using 2016-2026 in lieu thereof.
3. Update all maps throughout.
4. Update or eliminate outdated narrative, tables and dates/timelines in the Future Land Use, Transportation, Infrastructure, and Capital Improvements Elements.
5. Update and correct references to current codes, state regulations, state agencies and program titles.
6. Update specific sections of Elements where studies have been completed, goals have been reviewed, or committees' functions have been achieved.
7. Change absolute "task dates" (sometimes calling for annual review, biennial review, etc.) to more flexible "review as needed" timeframes in order to avoid unintended Plan non-compliance concerns.
8. Review and update all references to adopting an Archaeological Ordinance (done) with accurate information reflecting Code provisions and field findings.
9. Eliminate the reference to a Town-sponsored design process for future redevelopment of Royal Poinciana Plaza/Royal Poinciana Way.
10. Update or eliminate all narrative relative to the City of Lake Worth sanitary sewer treatment facilities (resulting from newly completed force main improvements).
11. Eliminate reference to initiating meetings with Palm Tran to discuss feasibility of increasing transit ridership to the Town.
12. Update narrative regarding the selection of potential historic landmark sites, thus making the narrative mirror existing practices that have evolved.
13. Eliminate the need for a "biennial newsletter" regarding historic preservation legislation.
14. Eliminate the need for an annual "Preservation Celebration" in conjunction with the National Trust for Historic Preservation's "National Preservation Week."
15. Incorporate any new state legislation adopted since the last EAR in 2006.

FUNDING/FISCAL IMPACT

The Town has traditionally depended upon professional consultants to draft Comprehensive Plan alterations. Our present staffing contingent, coupled with the necessary time devoted to record-breaking building activity, prevents staff from completing all revisions to the Comprehensive Plan (yet some in-house work may be feasible depending upon the final scope of work as determined by the Local Planning Agency/Town Council). **In furtherance of addressing the Plan, staff asks that the Town Council review the listing principal issues and the listing of recommended changes appearing within the "Staff Feedback to Town Council" section immediately above and indicate yea or nay to each.** Once done, staff will determine what items could be completed in-house, and what items would require the services of a consultant.

Staff would then prepare a proposed work order, for consideration from a previously-qualified consultant, requesting cost estimates for each item identified. The Work Order with costs would subsequently be presented to the Council, which would then determine the final scope of work.

SPECIAL CONSIDERATIONS

Once the Town Council and Staff have reached a clear understanding of necessary Plan revisions and updates, including costs, this Department will proceed ahead with Plan changes. As has been Town custom, Staff will present Plan revisions and updates to the Planning and Zoning Commission for review and input prior to final submittal to the Local Planning Agency/Town Council.

Citizen input is normally an important step in the process of preparing a Comprehensive Plan. Generally speaking, it builds trust and acceptance. It remains to be decided how extensive such efforts should be. A robust citizen input process should be utilized if and when a new Comprehensive Plan were to be created. If, however, the existing Plan is to simply be updated, with no substantive changes to the Plan's existing principal issues, the task of soliciting public comment can be far more contained.

cc: Planning & Zoning Commissioners
Department Directors
John C. Randolph, Town Attorney

TOWN OF PALM BEACH

Town Council Meeting on: August 11, 2015

Section of Agenda

Consent - Other

Agenda Title

Appointment of “Blue Ribbon” Panel
Per PERC Ordinance Appendix “A” Section 1.003.

Presenter

Danielle Olson, Director of Human Resources

Supporting Documents

- [Memorandum Dated July 29, 2015 from Danielle Olson, Director of Human Resources](#)

TOWN OF PALM BEACH

Information for Town Council Meeting on: August 11, 2015

To: Mayor and Town Council

Via: Thomas G. Bradford, Town Manager

From: Danielle Olson, Director of Human Resources

Re: Appointment to “Blue Ribbon” Panel per PERC Ordinance Appendix “A” Section 1.003

Date: July 29, 2015

STAFF RECOMMENDATION

Staff recommends that the Town Council appoint a “blue ribbon” panel, consisting of the chairman of the Citizens Association of Palm Beach and the president of the Palm Beach Civic Association (or their designees). It will be the responsibility of the “blue ribbon” panel to recommend one or more qualified individuals for appointment to the Town’s Public Employees Relations Commission (PERC). That appointment will be made by the Town Council at its meeting of September 10, 2015.

GENERAL INFORMATION

According to the Town’s Code of Ordinances, Appendix A. Section 1.003, the Public Employees Relations Commission (PERC) shall be composed of a chairman and two other members to be appointed by the Town Council from a list of persons submitted by an independent “blue ribbon” panel appointed by Town Council. The employer representative position held by Alan Miller is vacant.

It has been the past practice of the Town Council to appoint the chairman of the Citizens Association of Palm Beach and the president of the Palm Beach Civic Association (or their designees) to form the “blue ribbon” panel. The task for the “blue ribbon” panel will be to submit one or more qualified individuals for appointment by the Town Council as the Employee Representative on the PERC. If Town Council approves moving forward in the usual manner, this year’s “blue ribbon” panel would be comprised of Ned Barnes, president of the Palm Beach Civic Association and Lew Crampton, Chairman of the Citizens Association of Palm Beach. The Director of Human Resources has historically served as facilitator of the panel, and will do so again this time. If Town Council desires a new method regarding the formation of the “blue ribbon” panel, please pull this item from the consent agenda on August 11, 2015 and provide staff with additional direction.

TOWN OF PALM BEACH

Town Council Meeting on: August 11, 2015

Section of Agenda

Consent - Other

Agenda Title

Amend Selection Committee for Construction Management at Risk
Services Request for Qualifications to Reflect the Change of the Public
Works Committee Chairperson

Presenter

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

Supporting Documents

- [Memorandum Dated July 15, 2015, from H. Paul Brazil, P.E., Director of Public Works](#)

TOWN OF PALM BEACH

Information for Town Council Meeting on: August 11, 2015

To: Mayor and Town Council

Via: Thomas G. Bradford, Town Manager

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

Re: Amend Selection Committee for Construction Management at Risk Services Request for Qualifications to Reflect the Change of the Public Works Committee Chairperson

Date: July 15, 2015

STAFF RECOMMENDATION

Staff recommends that Town Council amend the previous Selection Committee for Construction Management at Risk (CM At Risk) Continuing Services to reflect Town Council member changes since that Committee was originally designated.

GENERAL INFORMATION

The Town Council previously approved the issuance of a Request for Qualifications (RFQ) for CM At Risk Continuing Services at the November 12, 2013 meeting. The RFQ has been advertised and a pre-proposal meeting was held with interested firms on July 14, 2015. Proposals are due by August 4, 2015. The Selection Committee will be required to review those proposals and convene during the month of August.

The original Selection Committee included the Town Council member who was the chair of the Public Works Committee at that time (Mr. Michael Pucillo). Since the chair of that committee is now Ms. Danielle Moore, staff recommends that she be designated in lieu of Mr. Pucillo. The amended Selection Committee will consist of the following five (5) voting members:

1. Public Works Committee Chair: Danielle H. Moore
2. The Town Manager's Designee: John Page Director of Planning, Zoning and Building
3. The Public Works Director's Designees: Eric Brown, P.E. Assistant Director of PW, William Francis, P.E. Town Engineer
4. Another individual deemed appropriate by the Town Manager: Cheryl Somers, Assistant Director of Finance
5. Non-voting member: H. Paul Brazil, P.E., Director of Public Works

The Selection Committee will evaluate the proposals, rank the firms, and may interview a short-list of the highest ranked firms. The final recommendations from the Committee will be submitted to the Town Council at a future meeting.

PURCHASING REVIEW

This item has been reviewed by the Purchasing Division.

FUNDING/FISCAL IMPACT

There is no fiscal impact associated with authorization to proceed with this RFQ and selection process. The decision of whether or not to use the construction manager at risk method on any particular project will be made on a project-by-project basis, based on a variety of project-specific factors including cost.

cc: William K. Francis, P.E., Town Engineer
Jane Struder, Director of Finance
John Page, Director, Planning Zoning Building
Adis Pedraza, Purchasing Manager

TOWN OF PALM BEACH

Town Council Meeting on: August 11, 2015

Section of Agenda

Consent - Other

Agenda Title

Approval of Allocation of Federal Fiscal Year (FFY) 2015 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - JAG Countywide - State Solicitation

Presenter

Kirk W. Blouin, Director of Public Safety

Supporting Documents

- [Memorandum Dated August 5, 2015, from Kirk W. Blouin, Director of Public Safety](#)
- [Attachment A - Letter Dated August 11, 2015, from Mayor Coniglio](#)
- [Attachment B](#)
- [Attachment C](#)

TOWN OF PALM BEACH

Information for Town Council Meeting on: August 11, 2015

To: Mayor and Town Council

Via: Thomas G. Bradford, Town Manager

From: Kirk W. Blouin, Director of Public Safety

Re: Federal Fiscal Year (FFY) 2015 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - JAG Countywide - State Solicitation

Date: August 5, 2015

STAFF RECOMMENDATION

Staff recommends that the Town Council authorize the Mayor to sign the attached (Attachment A) letter signifying the Town's approval of the Criminal Justice Commission's allocation of FY2015 JAG Funds.

GENERAL INFORMATION

Palm Beach County was awarded funds by the Justice Assistance Grant (JAG) program in the amount of \$295,193 (Attachment B).

The Criminal Justice Commission (CJC) voted to support and allocate funds to the programs listed on the attached letter (Attachment C).

FDLE requires that fifty-one percent (51%) of the local units of government representing at least fifty-one percent (51%) of the county's population agree on the allocation of these funds.

Execution of the attached letter by Mayor Coniglio signifies the Town's approval of the allocation. CJC must receive 51% approval by no later than August 12, 2015.

Attachments
KWB:lsg



TOWN OF PALM BEACH

Office of Mayor and Town Council

August 11, 2015

MAYOR GAIL L. CONIGLIO

COUNCIL

MICHAEL J. PUCILLO, PRESIDENT
RICHARD M. KLEID, PRESIDENT PRO TEM
DANIELLE H. MOORE
PENELOPE D. TOWNSEND
ROBERT N. WILDRICK

Ms. Petrina Herring, Administrator
Florida Department of Law Enforcement
Office of Criminal Justice Grants
2331 Phillips Road
Tallahassee, FL 32308

Dear Ms. Herring:

In compliance with the State of Florida *Rule 11D-9, F.A.C.*, the Town of Palm Beach approves the distribution of \$295,183 of Federal Fiscal Year 2015 (FY2015) Edward Byrne Memorial Justice Assistance Grant (JAG) for the following projects within Palm Beach County:

SUBGRANTEE	PROJECT TITLE	FEDERAL FUNDS RECOMMENDED
Palm Beach County	County-wide Re-entry Services	195,183
Palm Beach County	Law Enforcement Exchange	100,000
TOTAL		\$295,183

Sincerely,

Gail L. Coniglio
Mayor



Florida Department of
Law Enforcement

Richard L. Swearingen
Commissioner

Business Support
Office of Criminal Justice Grants
Post Office Box 1489
Tallahassee, FL 32302-1489
(850) 617-1250
www.fdle.state.fl.us

Rick Scott, Governor
Pam Bondi, Attorney General
Jeff Atwater, Chief Financial Officer
Adam Putnam, Commissioner of Agriculture

July 16, 2015

The Honorable Priscilla Taylor
Mayor, Palm Beach County
Board of Commissioners
301 North Olive Avenue, Suite 1201
West Palm Beach, FL 33401

TOWN OF PALM BEACH

JUL 22 2015

Town Manager's Office

Re: Federal Fiscal Year (FFY) 2015 Edward Byrne Memorial Justice Assistance Grant (JAG) Program –
JAG Countywide – State Solicitation

Dear Mayor Taylor:

The Florida Department of Law Enforcement (FDLE) anticipates an award from the United States Department of Justice for FFY 2015 JAG funds. FDLE will distribute these funds in accordance with the JAG Countywide distribution provisions of Chapter 11D-9, Florida Administrative Code.

FDLE has set aside \$295,183 funds for use by all units of government within Palm Beach County. Enclosed are the following documents to assist your county with the strategic planning and allocation process.

JAG-Countywide Program Announcement & Application Instructions
JAG-Countywide Project Timeline
JAG-Countywide Application Checklist
Certificate of Participation

The enclosed Program Announcement provides an overview of these funds which can be used by local units of government to support a broad range of activities to prevent and control crime and to improve the criminal justice system. Please note the Program Announcement includes information from the U.S. Department of Justice relating several areas of national focus and its priorities to help maximize the effectiveness of the Byrne/JAG funding.

The Application Instructions provide an overview of requirements for submitting the JAG-Countywide request for funding through FDLE's on-line grant management system (SIMON). JAG-Countywide documents are also located online at
<http://www.fdle.state.fl.us/content/Grants/JAGC2016.aspx>

As a condition of participation in this program, the units of government in each county must reach a consensus concerning the expenditure of these funds. This consensus must include the projects to be implemented as well as the agency responsible for such implementation. Developing such consensus will require someone to exercise leadership and assume a coordinating role in the development of applications for these funds. This coordinator will also serve as a liaison between the awarding agency and the subrecipient(s) to ensure all reports, documentation, and timelines are being submitted as per the requirements of the agreement.

FDLE recommends the Board of County Commissioners assume this responsibility. In the event the county declines to serve in this capacity, the Department will request the governing body of each municipality in the county, in descending order of population, to serve as the coordinating unit of government.

The Honorable Priscilla Taylor
July 16, 2015
Page Two

The enclosed Certificate of Participation form requests the identification of an individual coordinator. We will send this individual further information regarding the application process in FDLE's online grant management system.

The information provided for this year's award process is similar to those provided in previous years, but contain substantial revision based on new state and federal requirements for subawards involving federal grant funds. Please review all information and ensure the designated County Coordinator forwards all relevant program and application information to applicable JAG Project Directors within your county.

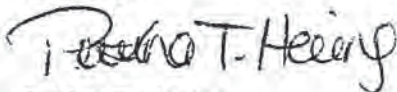
Please complete the enclosed Certificate of Participation and return it as soon as possible to the mailing address below:

Florida Department of Law Enforcement
Office of Criminal Justice Grants
Attention: Petrina T. Herring
2331 Phillips Road
Tallahassee, Florida 32308

FDLE does not discriminate, and prohibits subrecipients from discriminating, on the basis of race, color, religion, national origin, sex, disability, or age in the delivery of services or benefits or in employment.

We look forward to working with you. Please contact me or the JAG supervisor Randall Smyth at (850) 617-1250 with any questions or for further assistance regarding the JAG Program.

Sincerely,



Petrina T. Herring
Bureau Chief

PTH/ps

Enclosure

cc: Mayors in Palm Beach County
Law Enforcement Agencies in Palm Beach County
Current JAG Project Directors in Palm Beach County



Criminal Justice Commission

301 North Olive Avenue, Suite 1001

West Palm Beach, FL 33401-4705

(561) 355-4943

FAX: (561) 355-4941

www.pbcgov.com/criminaljustice



**Palm Beach County
Board of County
Commissioners**

Shelley Vana, Mayor

Mary Lou Berger, Vice Mayor

Hal R. Valeche

Paulette Burdick

Steven L. Abrams

Melissa McKinlay

Priscilla A. Taylor

County Administrator

Robert Weisman

CERTIFICATE OF PARTICIPATION

**Edward Byrne Memorial
Justice Assistance Grant (JAG) Program**

Date: July 29, 2015

Ms. Petrina Herring, Administrator
Florida Department of Law Enforcement
Office of Criminal Justice Grants
2331 Phillips Road
Tallahassee, Florida 32308

Dear Ms. Herring:

This is to inform you that the Board of County Commissioners accepts the invitation to serve as the coordinating unit of government in the Florida Department of Law Enforcement's Edward Byrne Memorial Justice Assistance Grant (JAG) Program.

For purposes of coordinating the preparation of our application(s) for grant funds with the Office of Criminal Justice Grants, we have designated the following person:

Name: Mr. Michael L. Rodriguez
Title: Executive Director
E-mail Address: mlrodrig@pbcgov.org
Agency: Criminal Justice Commission
Address: 301 North Olive Avenue, Suite 1001
Telephone: (561) 355-2314
County: Palm Beach

Sincerely,

Shelley Vana
Mayor, Board of County Commissioners

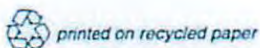
Reviewed and Approved:

Stephanie Sepioche
Assistant County Administrator

County Attorney's Office

Executive Director

"An Equal Opportunity
Affirmative Action Employer"



**Criminal Justice Commission**

301 North Olive Avenue, Suite 1001

West Palm Beach, FL 33401-4705

(561) 355-4943

FAX: (561) 355-4941

www.pb.gov.com/criminaljustice
**Palm Beach County
Board of County
Commissioners**

Shelley Vana, Mayor

Mary Lou Berger, Vice Mayor

Hal R. Valeche

Paulette Burdick

Steven L. Abrams

Melissa McKinlay

Priscilla A. Taylor

County Administrator

Robert Weisman

July 30, 2015

Mayor Gail Coniglio
Town of Palm Beach
360 S. County Road
Palm Beach, FL 33480

TOWN OF PALM BEACH

JUL 31 2015

Town Manager's Office

To All Palm Beach County Mayors:

The Criminal Justice Commission (CJC) seeks your approval in the allocation of FY2015 (Federal Fiscal Year 2015) Justice Assistance Grant (JAG) funds. The total FY2015 allocation to Palm Beach County is **\$295,183.00**.

The JAG funds provide agencies with the flexibility to prioritize and place justice funds where they are needed most. The CJC voted to support continuation of existing programs. The recommendation for the FY2015 allocation is as follows:

SUBGRANTEE	PROJECT TITLE	FEDERAL FUNDS RECOMMENDED
Palm Beach County	County-wide Reentry Services	195,183
Palm Beach County	Law Enforcement Exchange	100,000
TOTAL		\$295,183

The Florida Department of Law Enforcement (FDLE) requires that fifty-one percent (51%) of the local units of government representing at least fifty-one percent (51%) of the county's population agree on the allocation of these funds.

For your convenience, we have prepared the attached sample letter for your use. Due to the application deadline, we ask that this letter be received at the Criminal Justice Commission Office, **no later than August 12, 2015**.

Please send the letter to:

Palm Beach County Criminal Justice Commission
Attn: Allison Orr
301 North Olive Avenue, Suite 1001
West Palm Beach, FL 33401

If you should require additional information or have any questions, please contact Michael Rodriguez at (561) 355-4943. Your immediate attention to this matter is greatly appreciated.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael L. Rodriguez". The signature is fluid and cursive, with the first name "Michael" being the most prominent.

Michael L. Rodriguez
Executive Director

Cc: Mr. William Kramer, CJC Chairman
All Palm Beach County Police Chiefs

TOWN OF PALM BEACH

Town Council Meeting on: August 11, 2015

Section of Agenda

Committee Reports

Agenda Title

Report of the Ordinances, Rules, & Standards Committee Meeting of July 16, 2015

Presenter

Penelope D. Townsend, Chair

Supporting Documents

- [Report of the Ordinances, Rules, & Standards Committee Meeting of July 16, 2015](#)

**REPORT OF THE ORDINANCES, RULES, AND STANDARDS COMMITTEE
MEETING HELD ON THURSDAY, JULY 16, 2015**

I. CALL TO ORDER AND ROLL CALL

The Ordinances, Rules, and Standards Committee (ORS) meeting was called to order on Thursday, July 16, 2015, at 11:42 a.m., in the Town Council Chambers. On roll call, all Committee Members were found to be present.

II. APPROVAL OF AGENDA

Motion was made by Committee Member Moore, and seconded by Chair Townsend, to approve the Agenda. On call for a vote, the motion carried unanimously.

III. COMMUNICATIONS FROM CITIZENS – None

IV. REGULAR AGENDA

Chair Townsend thanked recently retired Parking/Code Enforcement Manager Houston and re-assigned Captain Taylor for their assistance to the Committee. She welcomed the Police Department's new representative, Lieutenant Caristo.

A. Old Business

1. Update on Alternative Plans Review and Inspection (Private Provider) Program
(Veronica Close, Assistant Director of Planning, Zoning, and Building)

Building Official Bucklew provided an update on the proposed Alternative Plans Review and Inspection (Private Provider) Program.

Attorney James Green, representing Tew & Taylor, expressed his client's concerns regarding unnecessary additional requirements, the adequacy of the current system as it relates to Florida Statutes Section 553.791, and language that is persuasive against using private providers.

Discussion ensued regarding the forms, required paperwork, removing any language in the procedure or related forms that could be perceived as persuading against the use of a private provider, and an explanation of the conditions on the permit.

It was the consensus of the Committee to direct Staff to facilitate communication between Tew & Taylor's attorney, James Green, and Town Attorney Randolph to address any language that may be in conflict with FS 553.791, and that Staff would remove any language in the procedure or related forms that could be perceived as persuading against the use of a private provider.

It was the consensus of the Committee to direct Staff to provide the Committee copies of the final forms once they have been approved by the Town Manager.

2. Review Proposed Changes to Charitable Solicitation Permits
(Susan Owens, Town Clerk)

Town Clerk Owens provided an overview of the proposed changes to the Charitable Solicitation Permits.

Discussion ensued regarding over-regulation of events benefiting multiple charities.

It was the consensus of the Committee to bring the proposed ordinance before the full Town Council at the August 11, 2015, Town Council meeting.

3. Review of Proposed Ordinance for the Maintenance of Parkway Strips
(Jay Boodheshwar, Deputy Town Manager)

Deputy Town Manager Boodheshwar provided an overview of the proposed ordinance for the maintenance of parkway strips.

Discussion ensued regarding maintenance responsibilities, consistency in maintenance standards, code enforcement complaints, aesthetic standards, and fines.

It was the consensus of the Committee to recommend that the Town Council approve the proposed ordinance and related modification to the citation schedule.

B. New Business

1. Review Resident Inspector Program
(Veronica Close, Assistant Director of Planning, Zoning, and Building)

Building Official Bucklew provided an overview of the proposed Resident Inspector Program.

Discussion ensued regarding the intention of the program, ensuring accountability from resident inspectors, and property owners requesting to hire resident inspectors.

Chair Townsend directed Staff to meet with Town Attorney Randolph in order to clarify language regarding requesting and requiring a resident inspector.

Joseph Hughes, resident inspector, spoke regarding the Program's expanded scope and expressed his concerns regarding the proposed changes to the Program.

John Grosskopf, Palm Beach Towers General Manager, spoke regarding the need for resident inspectors.

Discussion continued regarding the \$500,000 project value threshold, the benefits of resident inspectors, and conflicts of interest.

It was the consensus of the Committee to direct PZB Staff to work with Town Attorney Randolph to revise the proposed ordinance to include the comments provided by ORS and to return to the September 11, 2015, ORS meeting for further consideration.

2. Review Proposed Ordinance to Define Compact Cars
(Jay Boodheshwar, Deputy Town Manager)

Deputy Town Manager Boodheshwar provided an overview of the proposed ordinance to define compact cars.

Discussion ensued regarding including vehicle height in the definition.

Motion was made by Committee Member Moore, and seconded by Chair Townsend, to direct Staff to include a maximum vehicle height in the definition and to recommend that the Town Council approve the proposed ordinance as amended. On call for a vote, the motion carried unanimously.

3. Review Updated Schedule for Remaining 2015 ORS Meetings
(Jay Boodheshwar, Deputy Town Manager)

Deputy Town Manager Boodheshwar provided an overview of the updated schedule for the remaining 2015 ORS meetings.

Discussion ensued as to whether the Committee needs to hear the re-hiring of retired employees matter discussed at the July 14, 2015, Town Council meeting. Deputy Town Manager Boodheshwar stated that he will follow up on that item and let the Committee know.

Discussion continued regarding hearing the regulation of hammocks on public property in September, scheduling additional meetings if necessary, and the rescheduling of the September Committee meeting to September 11, 2015.

It was the consensus of the Committee to approve the following schedule for the remained of 2015:

September 11, 2015

- Review Resident Inspector in Chapter 18
- Review Proposed Modifications to Chapter 66
- Review Chapter 10 Regarding Animals
- Administrative Procedure for Business Association Special Events
- Regulation of Drones
- Exterior Lighting Standards
- Regulation of Hammocks on Public Property

November 5, 2015

- Update on Revised FEMA Flood Maps and Review of Proposed Modifications to Chapter 50

IV. ANY OTHER MATTERS – None

V. ADJOURNMENT

There being no further business, the Ordinances, Rules, and Standards Committee meeting of Thursday, July 16, 2015, was adjourned at 1:19 p.m.

APPROVED:

Penelope D. Townsend
Chair

ATTEST:

Susan A. Owens, MPA, MMC
Town Clerk

Date

TOWN OF PALM BEACH

Town Council Meeting on: August 11, 2015

Section of Agenda

Public Hearings

Agenda Title

RESOLUTION NO. 99-2015 A Resolution of The Town Council of The Town of Palm Beach, Palm Beach County, Florida, Authorizing Ad Valorem Tax Exemptions For **350 Worth Avenue, The Everglades Club**, (Kitchen Renovation, Phase II) And Stating That The Subject Property Meets The Criteria Set Forth In Chapter 54, Article V of The Code of Ordinances of The Town of Palm Beach, Relating To Landmarks Preservation And Titled “Tax Exemptions.”

Presenter

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

Supporting Documents

- [Memorandum Dated June 29, 2015 from John S. Page, Director of Planning, Zoning and Building](#)
- [Resolution No. 99-2015](#)

TOWN OF PALM BEACH

Information for Town Council Meeting on: August 11, 2015

To: Mayor and Town Council

Via: Thomas G. Bradford, Town Manager

From: John Page, Director, Planning, Zoning & Building

Re: Tax Abatement: The Everglades Club, 350 Worth Avenue: Kitchen Renovation
Phase III
Resolution No: 99-2015

Date: June 29, 2015

STAFF RECOMMENDATION

Staff recommends that the Town Council approve Resolution No. 99-2015, granting Tax Abatement to the property at The Everglades Club, 350 Worth Avenue – Kitchen Renovation, Phase III.

BOARD OR COMMISSION RECOMMENDATION

The Landmarks Preservation Commission has approved all changes to this property using the Secretary of Interior (Federal) Standards for Rehabilitation as required in the Tax Abatement program.

GENERAL INFORMATION

1. Project Summary: The above-mentioned applicant has applied for participation in the Town's Tax Abatement Program.

The Everglades Club was designated as a Landmark of the Town of Palm Beach on May 22, 1980.

2. Town Council approval is required to grant this abatement and forward same to Palm Beach County.
3. A written application for ad valorem tax exemption has been presented to Town staff as prescribed by Section 54-199 of Town Code. As additionally required by Section 54-200, the property owner must enter into a covenant or agreement with the Town, the form of which is established by the Department of State, requiring

that the character of the property and the qualifying improvements be maintained during the exemption period.

FUNDING/FISCAL IMPACT

Action will abate ad valorem Town of Palm Beach property tax increase (new incremental value only) for a period of ten years. Full value assessment will be applicable after the ten year program.

TOWN ATTORNEY REVIEW

Resolution No. 99-2015 has been approved by the Town Attorney for legal form and sufficiency.

Attachments

cc: John Lindgren, AICP, Planning Administrator
Emily Stillings, AICP, Murphy Stillings, LLC

RESOLUTION NO. 99-2015

Everglades Club, 350 Worth Avenue
Kitchen Renovation, Phase III

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING AD VALOREM TAX EXEMPTIONS FOR 350 WORTH AVENUE, THE EVERGLADES CLUB, (KITCHEN RENOVATION, PHASE 11) AND STATING THAT THE SUBJECT PROPERTY MEETS THE CRITERIA SET FORTH IN CHAPTER 54, ARTICLE V OF THE CODE OF ORDINANCES OF THE TOWN OF PALM BEACH, RELATING TO LANDMARKS PRESERVATION AND TITLED "TAX EXEMPTIONS."

WHEREAS, pursuant to the provisions of Chapter 54, Article V, Code of Ordinances of the Town of Palm Beach, the Landmarks Preservation Commission of the Town of Palm Beach held public hearings and approved Certificates of Appropriateness for renovations and improvements of the certain property described herein; and

WHEREAS, those improvements are consistent with the United States Secretary of Interior's Standards for Rehabilitation and were made in accordance with the guidelines developed by the Department of State, they will qualify for said tax exemption; and

WHEREAS, the property owner agrees to enter into a covenant of agreement with the Town for the ten year term for which the exemption is granted.

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

Section 1. The property hereinafter described in Section 2 of this Resolution, being listed as a Landmark of the Town of Palm Beach, is hereby approved for the Ad Valorem Tax Exemptions for Historic Properties, pursuant to the provisions of Chapter 54, Article V.

Section 2. The landmark is owned by The Everglades Club Inc. and is located at 350 Worth Avenue, Palm Beach, Florida. The property is legally described as follows:

Tax Folio Number: 50-43-43-23-05-019-0010

Legal Description: ROYAL PARK ADD LTS 1 THRU 18 BLK 19 & UN#D
LT LYG BET BLKS 19 & 20 (LESS W 25 FT) & 27-43-43, FILLED
LANDS LYG WLY OF & ADJ TO LT 1 BLK 19 & SLY OF & ADJ TO
UN#D LT LYG BET BLKS 19 & 20 (LESS W 25 FT)

Section 3. The Town Clerk is hereby ordered to furnish the owner of the property a copy of this Resolution.

Section 4. A copy of this Resolution with completed application for Ad Valorem Tax Exemptions will be filed with the Property Appraiser's Office as defined in and subject to the provision of Chapter 54 of the Code of Ordinances of the Town of Palm Beach, Florida.

PASSED AND ADOPTED in a regular, adjournment session of the Town Council of the Town of Palm Beach assembled this 11th day of August, 2015.

Gail L. Coniglio, Mayor

Michael J. Pucillo, Town Council President

Richard M. Kleid, President Pro-Tem

Danielle H. Moore, Town Council Member

Penelope D. Townsend, Town Council Member

Susan A. Owens, MMC, Town Clerk

Robert N. Wildrick, Town Council Member

TOWN OF PALM BEACH

Town Council Meeting on: August 11, 2015

Section of Agenda

Public Hearings

Agenda Title

RESOLUTION NO. 100-2015 A Resolution of The Town Council of The Town of Palm Beach, Palm Beach County, Florida, Authorizing Ad Valorem Tax Exemptions For **One South County Road, The Breakers Hotel**, And Stating That The Subject Property Meets The Criteria Set Forth In Chapter 54, Article V of The Code of Ordinances of The Town of Palm Beach, Relating To Landmarks Preservation And Titled “Tax Exemptions.”

Presenter

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

Supporting Documents

- [Memorandum dated July 29, 2015 from John S. Page, Director of Planning, Zoning and Building](#)
- [Resolution No. 100-2015](#)

TOWN OF PALM BEACH

Information for Town Council Meeting on: August 11, 2015

To: Mayor and Town Council

Via: Thomas G. Bradford, Town Manager

From: John Page, Director, Planning, Zoning & Building

Re: Tax Abatement: The Breakers Hotel, One South County Road: North Ocean
Tower Renovations
Resolution No: 100-2015

Date: July 29, 2015

STAFF RECOMMENDATION

Staff recommends that the Town Council approve Resolution No.100-2015, granting Tax Abatement to the property at One South County Road, The Breakers Hotel – North Ocean Tower Renovations.

BOARD OR COMMISSION RECOMMENDATION

The Landmarks Preservation Commission has approved all changes to this property using the Secretary of Interior (Federal) Standards for Rehabilitation as required in the Tax Abatement program.

GENERAL INFORMATION

1. Project Summary: The above-mentioned applicant has applied for participation in the Town's Tax Abatement Program.

One South County Road, The Breakers Hotel, was designated as a Landmark of the Town of Palm Beach on November 9, 1983, and listed in the National Register of Historic Places on August 14, 1973.

2. Town Council approval is required to grant this abatement and forward same to Palm Beach County.
3. A written application for ad valorem tax exemption has been presented to Town staff as prescribed by Section 54-199 of Town Code. As additionally required by Section 54-200, the property owner must enter into a covenant or agreement with the Town, the form of which is established by the Department of State, requiring

that the character of the property and the qualifying improvements be maintained during the exemption period.

FUNDING/FISCAL IMPACT

Action will abate ad valorem Town of Palm Beach property tax increase (new incremental value only) for a period of ten years. Full value assessment will be applicable after the ten year program.

TOWN ATTORNEY REVIEW

Resolution No.100-2015 has been approved by the Town Attorney for legal form and sufficiency.

Attachments

cc: John Lindgren, AICP, Planning Administrator
Emily Stillings, AICP, Murphy Stillings, LLC

RESOLUTION NO. 100-2015

Breakers Hotel, One South County Road
North Ocean Tower Renovations

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING AD VALOREM TAX EXEMPTIONS FOR ONE SOUTH COUNTY ROAD, THE BREAKERS HOTEL, AND STATING THAT THE SUBJECT PROPERTY MEETS THE CRITERIA SET FORTH IN CHAPTER 54, ARTICLE V OF THE CODE OF ORDINANCES OF THE TOWN OF PALM BEACH, RELATING TO LANDMARKS PRESERVATION AND TITLED "TAX EXEMPTIONS."

WHEREAS, pursuant to the provisions of Chapter 54, Article V, Code of Ordinances of the Town of Palm Beach, the Landmarks Preservation Commission of the Town of Palm Beach held public hearings and approved Certificates of Appropriateness for renovations and improvements of the certain property described herein; and

WHEREAS, those improvements are consistent with the United States Secretary of Interior's Standards for Rehabilitation and were made in accordance with the guidelines developed by the Department of State, they will qualify for said tax exemption; and

WHEREAS, the property owner agrees to enter into a covenant of agreement with the Town for the ten year term for which the exemption is granted.

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

Section 1. The property hereinafter described in Section 2 of this Resolution, being listed as a Landmark of the Town of Palm Beach, is hereby approved for the Ad Valorem Tax Exemptions for Historic Properties, pursuant to the provisions of Chapter 54, Article V.

Section 2. The landmark is owned by Breakers Palm Beach Inc. and is located at One South County Road, Palm Beach, Florida. The property is legally described as follows:

Tax Folio Number: 50-43-43-22-24-004-0000

Legal Description: BREAKERS ROW PL NO 1 REPL TR 4

Section 3. The Town Clerk is hereby ordered to furnish the owner of the property a copy of this Resolution.

Section 4. A copy of this Resolution with completed application for Ad Valorem Tax Exemptions will be filed with the Property Appraiser's Office as defined in and subject to the provision of Chapter 54 of the Code of Ordinances of the Town of Palm Beach, Florida.

PASSED AND ADOPTED in a regular, adjournment session of the Town Council of the Town of Palm Beach assembled this 11th day of August, 2015.

Gail L. Coniglio, Mayor

Michael J. Pucillo, Town Council President

Richard M. Kleid, President Pro-Tem

Danielle H. Moore, Town Council Member

Penelope D. Townsend, Town Council Member

Susan A. Owens, MMC, Town Clerk

Robert N. Wildrick, Town Council Member

TOWN OF PALM BEACH

Town Council Meeting on: August 11, 2015

Section of Agenda

Public Hearings

Agenda Title

RESOLUTION NO. 110-2015 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Vacating and Abandoning an Existing Public Utility Easement Within the Property Commonly Known as **14 Golfview Road**, in The Town of Palm Beach, Florida.

Presenter

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

Supporting Documents

- [Memorandum Dated July 17, 2015, from H. Paul Brazil, P.E., Director of Public Works](#)
- [Resolution No. 110-2015](#)
- [Application Packet](#)
- [Notification to Property Owner](#)
- [Palm Beach Post Ad](#)

TOWN OF PALM BEACH

Information for Town Council Meeting on: August 11, 2015

To: Mayor and Town Council

Via: Thomas G. Bradford, Town Manager

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

Re: Authorization to Vacate and Abandon a Public Utility Easement Located at 14 Golfview Road
Resolution No. 110-2015

Date: July 17, 2015

STAFF RECOMMENDATION

Staff recommends that Town Council approve Resolution No. 110-2015 authorizing the abandonment of the 3 foot public utility easement located at 14 Golfview Road between Lots 14 and 15. If Town Council approves the abandonment of the utility easement, said approval should be with the condition that the owner shall pay all fees related to implementing the vacating and abandonment, including but not limited to recording fees.

GENERAL INFORMATION

In accordance with Town Code of Ordinances, Chapter 106, Article IV, the owner of the property has made application to abandon the public utility easement on 14 Golfview Road. The easement to be abandoned is shown as Exhibit "A-1" of the proposed resolution. An application fee of \$1,000 was received with the application for abandonment.

All utilities have been contacted and have agreed to the abandonment as described.

Notification letters were sent to the neighboring property owners within 300 feet of the easement to be abandoned. To date, no responses have been received from the neighboring property owners. The abandonment request was also advertised prior to this Town Council meeting as required by Town Code.

No property is being gained by owner by virtue of the abandonment of the public utility easement, therefore a privilege fee is not applicable.

FUNDING/FISCAL IMPACT

There is no fiscal impact to the Town.

TOWN ATTORNEY REVIEW

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

Attachments

cc: Eric B. Brown, P.E., Assistant Director of Public Works
William K. Francis, P.E., Town Engineer
Jeffrey M. Sanon, P.E., Project Engineer
Allen Powery, Public Works Inspector

RESOLUTION NO. 110-2015

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, VACATING AND ABANDONING AN EXISTING PUBLIC UTILITY EASEMENT WITHIN THE PROPERTY COMMONLY KNOWN AS 14 GOLFVIEW ROAD, IN THE TOWN OF PALM BEACH, FLORIDA.

* * * * *

WHEREAS, the owner of the land hereinafter described has proposed the construction of a new single family residence on 14 Golfview Road; and

WHEREAS, it is necessary to abandon the public utility easement on 14 Golfview Road which is in conflict with an existing single family residence; and

WHEREAS, all utilities have agreed to the abandonment of the existing easement; and

WHEREAS, the Town Council of the Town of Palm Beach does hereby find and determine that the utility easement located on 14 Golfview Road as described below is no longer necessary and does not serve any public purpose nor is it necessary for public use, and

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

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

Section 2. That the easement described and illustrated on Exhibit A-1 and Exhibit B on 14 Golfview Road is hereby vacated and abandoned.

Section 3. The Town Clerk is hereby authorized to advertise and record the Resolution pursuant to law.

PASSED AND ADOPTED in a regular, adjourned session of the Town Council of the Town of Palm Beach on this 11th day of August 2015.

Gail L. Coniglio, Mayor

Michael J. Pucillo, Town Council President

Richard M. Kleid, Council President Pro Tem

Danielle H. Moore, Town Council Member

ATTEST:

Penelope D. Townsend, Town Council Member

Susan A. Owens, MMC, Town Clerk

Robert N. Wildrick, Town Council Member

6. NAME AND ADDRESSES OF ALL PROPERTY OWNERS WITHIN 300 FEET OF THE PETITIONED SITE: (Use additional sheets, if necessary, and label as "EXHIBIT C")
- A. 15 Golfview Road, Palm Beach, FL 33480 / Property Owner: Irving W. Bailey, II, 15 Golfview Road, Palm Beach, FL 33480.
 - B. 16 Golfview Road, Palm Beach, FL 33480 / Property Owner: Frank O. Butler, II, 16 Golfview Road, Palm Beach, FL 33480.
 - C. 17 Golfview Road, Palm Beach, FL 33480 / Property Owner: Bruce D. Bent, Trustee under the Bruce Duval Bent Revocable Trust Agreement dated April 11, 2003, 17 Golfview Road, Palm Beach, FL 33480.
 - D. 256 Worth Avenue, Palm Beach, FL 33480 / Property Owner: Power-Love Associates, a Florida general partnership, c/o Love Realty, 18 Hotel Drive, White Plains, NY 10605-3531.
 - E. 306 Worth Avenue, Palm Beach, FL 33480 / Property Owner: Love 300, LLC, a Florida limited liability company, P.O. Box 28, White Plains, NY 10605-0028.
 - F. 312 Worth Avenue, Palm Beach, FL 33480 / 312 Worth LLC, a Delaware limited liability company, c/o James L. Lange, 50 S. La Salle St., Ste. M-10, Chicago, IL 60675.

7. ATTACH CONSENT LETTERS FROM ALL UTILITY PROVIDERS LISTED BELOW

WHETHER THEY HAVE FACILITIES IN THE PETITIONED SITE OR NOT:

- | | |
|---|---|
| ☒ BellSouth / AT&T | ☒ Florida Public Utilities |
| ☒ City of West Palm Beach | ☒ Town of Palm Beach - Electrical Bureau |
| ☒ Adelphia Cable TV / Comcast | ☒ Town of Palm Beach - Water Resources Div. |
| ☒ Florida Power & Light | Other: |

CHECK-MARK (✓) ONLY THOSE UTILITY PROVIDERS OCCUPYING THE PETITIONED SITE

8. APPLICANT'S SIGNATURE:

9. DATE:

5/30/15

I Certify that the information given in this application is true and correct to the best of my knowledge.

B. E. I. H.
Carl J. H.

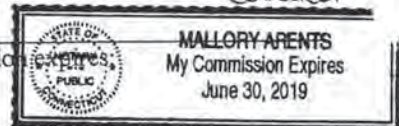
STATE OF ~~FLORIDA~~ Connecticut
COUNTY OF ~~PALM BEACH~~ Fairfield

The foregoing instrument was acknowledged before me this 30 day of May, 2015,
Cornelia and Richard E. Thornburgh, who is personally known to me, or showed FL DL 0T61-745-
(type of identification; i.e., driver's license number, etc.), and who did take an oath. 52-249-0
FL DL T051-115-58-
802-0

(NOTARY SEAL)

Mallory Arents
NOTARY PUBLIC - STATE OF FLORIDA
Connecticut

Print Name:
My commission



For Use by Public Works Department

CHECK NO.: _____

TOWN COUNCIL HEARING:

AMOUNT OF CHECK: _____

DATE: _____ RESOLUTION #

RECEIVED BY: _____

Approved: _____ Denied:

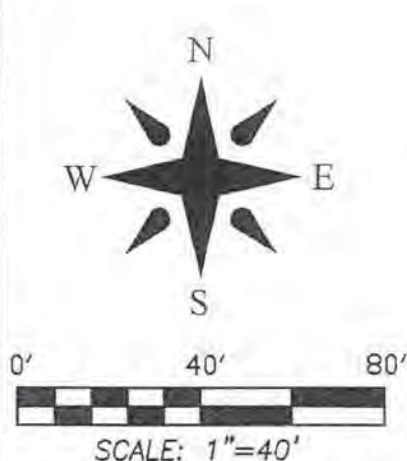
Exhibit "A-1"

Section 4 - Application Form

Survey of Easement & Legal Description

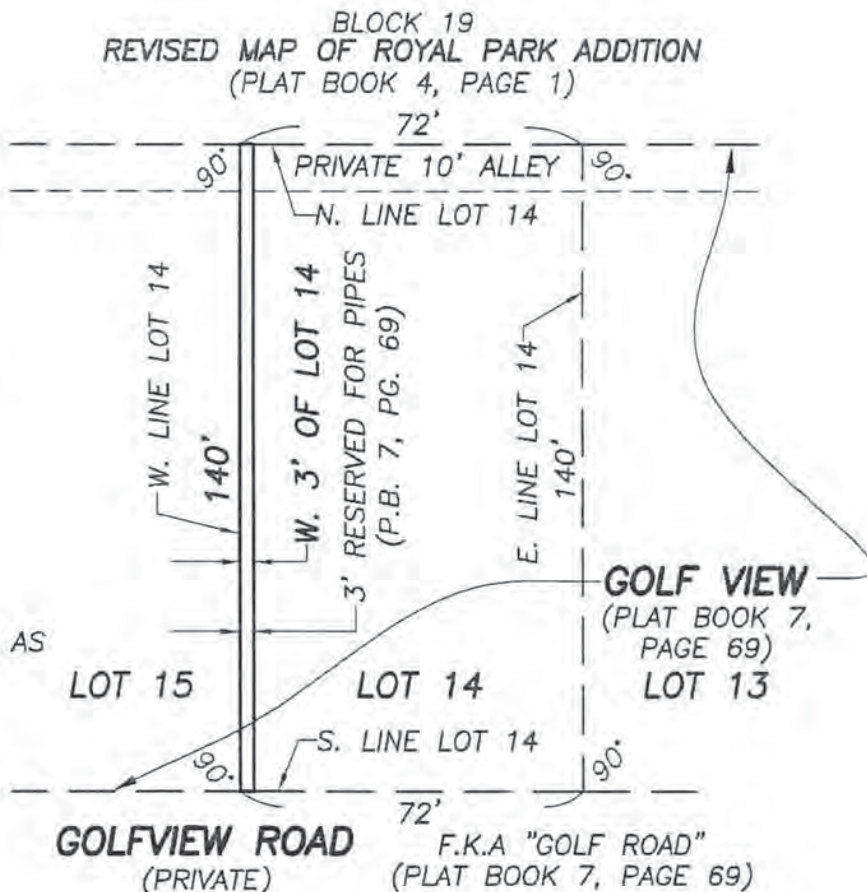
LEGAL DESCRIPTION:

The strip of land labeled as "3 Feet Reserved For Pipes", being the West three feet of Lot 14, **GOLF VIEW**, according to the Plat thereof, recorded in Plat Book 7, Page 69, of the Public Records of Palm Beach County, Florida.



LEGEND

P.B. = PLAT BOOK
PG. = PAGE
F.K.A. = FORMERLY KNOWN AS



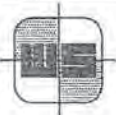
NOTES:

1. No title policy or commitment affecting title or boundary to the subject property has been provided. It is possible there are deeds and easements, recorded or unrecorded, which could affect the subject property. No search of the Public Records has been made by this office.
2. This sketch is not valid unless sealed with an embossed surveyor's seal.
3. This sketch cannot be transferred or assigned without the specific written permission of **Wallace Surveying Corporation**.
4. This is not a survey.

CERTIFICATION:

I HEREBY ATTEST that the description sketch shown hereon meets the Standards of Practice set forth by the Florida Board of Professional Surveyors and Mappers adopted in Rule 5J-17, Florida Administrative Code pursuant to Section 472.027, Florida Statutes, effective September 1, 1981.

Robert J. Cajal
Professional Surveyor and Mapper
Florida Certificate No. 6266



WALLACE

SURVEYING
CORP. LICENSED BUSINESS #4569

5553 VILLAGE BOULEVARD, WEST PALM BEACH, FLORIDA 33407 * (561) 640-4551

DATE: 6/01/15

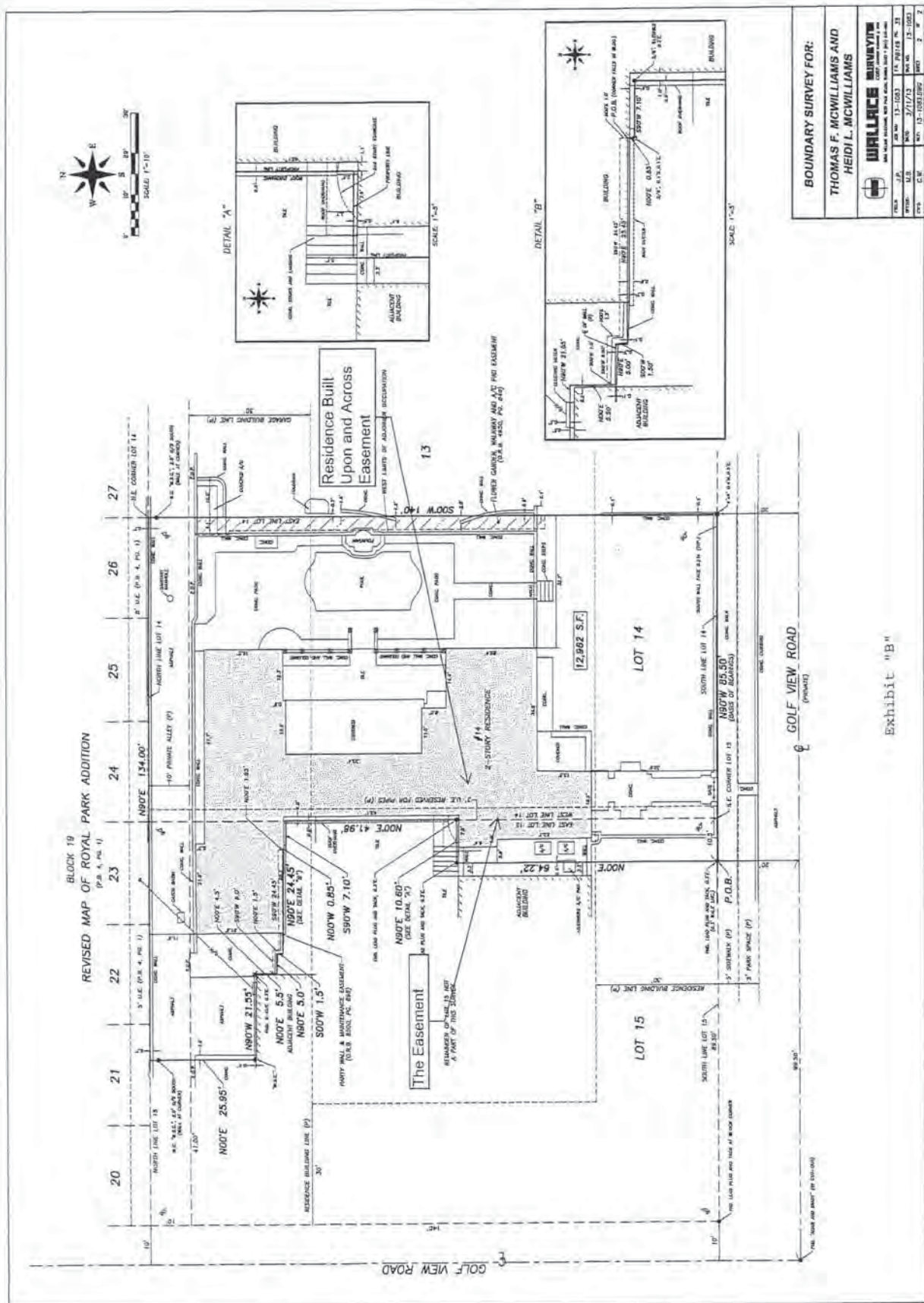
DWG. No.: 13-1083-1

OFFICE: R.C.

SHEET: 1 OF 1

C'K'D.: R.C.

JOB No.: 13-1083.4





Town of Palm Beach Public Works Department Easement Consent Form

Persons (title holder) seeking to place prohibited structures, hedges, trees, etc. within easements must complete this form for each public utility (easement holder) listed herein, and submit the fully completed forms to the Palm Beach Public Works Department. The applicable public utilities for which a separate Easement Consent Form is required are: Sanitary Sewer and Storm Sewer-Palm Beach Public Works Dept.; Public Works Electric-Palm Beach Public Works Dept.; Cable TV-Adelphia; Franchised Electric Service Provider-FPL; Telephone-Bellsouth; Water-City of West Palm Beach Utilities Dept.; Gas-Florida Public Utilities. In the event there are no public utility objections, the applicant will be required to execute and record an Agreement for Use of Right-of-Way within Easements, a copy of which must be secured from the Palm Beach Public Works Department. The Town of Palm Beach, in its sole discretion, may reject any request to place obstacles within an easement regardless of there being no utility company objections to the same.

TO: AT&T, f/k/a Bellsouth

Name of Easement Holder
ADDRESS: 11760 US Hwy 1, North Palm Beach, FL 33408

To whom it may concern:

I am the record title holder of property located at 14 Golfview Road, Palm Beach, FL 33480

I propose to apply for a permit from the Town of Palm Beach to construct or install a residence / house
in the 3' utility easement for reserved for pipes

easement on my property, the legal description of this property being:

Property Control No. 50-43-43-26-02-000-0141 Subdivision _____ Lot _____ Block _____ or

Metes & Bounds See Exhibit "A" attached hereto and incorporated herein
by reference

I understand that your company will not be responsible in any way for repairs to, or replacement of, any portion of the above referenced improvement(s) and that any removal or replacement of this improvement necessary for your use or access of this easement will be done at the expense of the property owner or their successors in interest.

Cornelia P. Thornburgh

Owner's Typed/ Printed Name

Owner's Signature [Signature]

Please check off one box below and complete on behalf of utility company.

ACKNOWLEDGMENT.

- ☒ We agree to the proposed improvement under the circumstances described above.
- ☐ We do not agree to the proposed improvement under the circumstances described above.

AT&T, f/k/a Bellsouth

Name of Easement Holder

By: DARRELL DAVES [Signature]

Title AREA MANAGER Engineering AT&T

Date: 6/1/2015

Send to: Public Works Department
PO Box 2029
Palm Beach, FL 33480
Phone 833-5440 Fax 835-4601

To be completed by notary public to authenticate utility company signature
STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this date 6/1/2015 by (Name of Person

Acknowledging)

who has produced Type of I.D. Drives License

as identification and

(Signature of person



TERRI L. KEANE
Notary Public - State of Florida
My Comm. Expires Apr 27, 2018
Commission # FF 118670

Darrell Daves
(Name of officer taking acknowledgment typed, printed or stamped)

(Title or rank)

(Serial number, if any)

Exhibit "A"
Dominant Estate

That part of Lots 14 and 15, GOLFVIEW, a subdivision in the Town of Palm Beach, according to the Plat thereof on and for Palm Beach County, Florida, recorded in Plat Book 7, Page 69, described as follows:

BEGINNING at a point in the south line of Lot 15 at a distance of 10.5 feet west of the southeast corner thereof; thence north 64.22 feet, thence east 10.60 feet, thence north 41.98 feet; thence west 7.10 feet; thence north 1.85 feet; thence west 24.45 feet; thence north 1.5 feet; thence west 6 feet; thence north 4.5 feet; thence west 21.55 feet; thence north 25.95 feet to a point in the north line of said Lot 15; thence east along the north line of said Lots 14 and 15, 134 feet to the northeast corner of said Lot 14, thence south along the east line of said Lot 14, 140 feet to the southeast corner thereof; thence west along the south line of said Lots 14 and 15, 85.5 feet to the point of beginning.

For purposes of this description, the bearing of the south line of Lots 14 and 15 is assumed as east and west, and all other bearings are relative thereto, all adjacent courses being at right angles to each other.

TOGETHER WITH:

A STRIP OF LAND BEING A PORTION OF LOT 15, GOLF VIEW, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 7, PAGE 69, PUBLIC RECORDS, PALM BEACH COUNTY, FLORIDA, SAID STRIP OF LAND BEING SPECIFICALLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 15; THENCE, BEAR SOUTH 90°00'00" WEST, ALONG THE SOUTH LINE OF SAID LOT, A DISTANCE OF 10.50 FEET; THENCE, NORTH 00°00'00" EAST, A DISTANCE OF 64.22 FEET; THENCE, NORTH 90°00'00" EAST, A DISTANCE OF 10.60 FEET; THENCE, NORTH 00°00'00" EAST, A DISTANCE OF 41.98 FEET; THENCE, SOUTH 90°00'00" WEST, A DISTANCE OF 7.10 FEET; THENCE, NORTH 00°00'00" EAST, A DISTANCE OF 0.85 OF A FOOT TO THE POINT OF BEGINNING:

THENCE, CONTINUE NORTH 00°00'00" EAST, A DISTANCE OF 1 FOOT; THENCE, SOUTH 90°00'00" WEST, A DISTANCE OF 24.45 FEET; THENCE, NORTH 00°00'00" EAST, A DISTANCE OF 1.50 FEET; THENCE SOUTH 90°00'00" WEST, A DISTANCE OF 6.00 FEET; THENCE, SOUTH 00°00'00" WEST, A DISTANCE OF 1 FOOT TO THE APPROXIMATE CENTERLINE OF AN EXISTING 8 FOOT HIGH MASONRY WALL; THENCE, NORTH 90°00'00" EAST, ALONG SAID APPROXIMATE CENTERLINE, A DISTANCE OF 5.00 FEET, THENCE, SOUTH 00°00'00" WEST, CONTINUING ALONG SAID APPROXIMATE CENTERLINE, A DISTANCE OF 1.50 FEET; THENCE NORTH 90°00'00" EAST CONTINUING ALONG SAID APPROXIMATE CENTERLINE A DISTANCE OF 25.45 FEET TO THE POINT OF BEGINNING.



Town of Palm Beach
Public Works Department
Easement Consent Form

Persons (title holder) seeking to place prohibited structures, hedges, trees etc. within easements must complete this form for each public utility (easement holder) listed herein, and submit the fully completed forms to the Palm Beach Public Works Department. The applicable public utilities for which a separate Easement Consent Form is required are: Sanitary Sewer and Storm Sewer-Palm Beach Public Works Dept.; Public Works Electric-Palm Beach Public Works Dept.; Cable TV-Adelphia; Franchised Electric Service Provider-FPL; Telephone-BellSouth; Water-City of West Palm Beach Utilities Dept.; Gas-Florida Public Utilities. In the event there are no public utility objections, the applicant will be required to execute and record an Agreement for Use of Rights-of-Way and/or Easements, a copy of which must be secured from the Palm Beach Public Works Department. The Town of Palm Beach, in its sole discretion, may reject any request to place obstacles within an easement regardless of there being no utility company objections to the same.

TO: City of West Palm Beach, Public Utilities

Name of Easement Holder
 ADDRESS: 401 Clematis Street, 1st Floor, West Palm Beach, FL 33401

To whom it may concern:

I am the record title holder of property located at 14 Golfview Road, Palm Beach, FL 33480

I propose to apply for a permit from the Town of Palm Beach to construct or install a residence / house
in the 3' utility easement for reserved for pipes

easement on my property, the legal description of this property being:

Property Control No. 50-43-43-26-02-000-0141 Subdivision _____ Lot _____ Block _____ or

Metes & Bounds See Exhibit "A" attached hereto and incorporated herein
by reference

I understand that your company will not be responsible in any way for repairs to, or replacement of, any portion of the above referenced improvement(s) and that any removal or replacement of this improvement necessary for your use or access of this easement will be done at the expense of the property owner or their successors in interest.

Cornelia P. Thornburgh

Owner's Typed/ Printed Name

Owner's Signature [Signature]

Please check off one box below and complete on behalf of utility company.

ACKNOWLEDGMENT:

- ☒ We agree to the proposed improvement under the circumstances described above.
☐ We do not agree to the proposed improvement under the circumstances described above.

City of West Palm Beach, Public Utilities

Name of Easement Holder

By: [Signature]

Title: Survey / Real Estate Supervisor

Date: 5/21/15

Send to: Public Works Department
 PO Box 2029
 Palm Beach, FL 33480
 Phone 838-5440 Fax 833-4691

To be completed by notary public to authenticate utility company signature
STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this date MAY 21, 2015 by (Name of Person

Acknowledging) Vincent J. NOEL

who has produced Type of I.D. personally known
as identification and who did not take an oath.

[Signature]
 (Signature of person taking acknowledgment)

SEAL

Wendy Hensley
 (Name of officer taking acknowledgment typed, printed or stamped)

(Title or rank) _____ Notary Public State of Florida
Wendy Hensley
 My Commission FF 003590
 Expires 05/26/2017
 (Serial number, if any) _____

Exhibit "A"
Dominant Estate

That part of Lots 14 and 15, GOLFOVIEW, a subdivision in the Town of Palm Beach, according to the Plat thereof on and for Palm Beach County, Florida, recorded in Plat Book 7, Page 69, described as follows:

BEGINNING at a point in the south line of Lot 15 at a distance of 10.5 feet west of the southeast corner thereof; thence north 64.22 feet, thence east 10.60 feet, thence north 41.98 feet; thence west 7.10 feet; thence north 1.85 feet; thence west 24.45 feet; thence north 1.5 feet; thence west 6 feet; thence north 4.5 feet; thence west 21.55 feet; thence north 25.95 feet to a point in the north line of said Lot 15; thence east along the north line of said Lots 14 and 15, 134 feet to the northeast corner of said Lot 14, thence south along the east line of said Lot 14, 140 feet to the southeast corner thereof; thence west along the south line of said Lots 14 and 15, 85.5 feet to the point of beginning.

For purposes of this description, the bearing of the south line of Lots 14 and 15 is assumed as east and west, and all other bearings are relative thereto, all adjacent courses being at right angles to each other.

TOGETHER WITH:

A STRIP OF LAND BEING A PORTION OF LOT 15, GOLF VIEW, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 7, PAGE 69, PUBLIC RECORDS, PALM BEACH COUNTY, FLORIDA, SAID STRIP OF LAND BEING SPECIFICALLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 15; THENCE, BEAR SOUTH 90°00'00" WEST, ALONG THE SOUTH LINE OF SAID LOT, A DISTANCE OF 10.50 FEET; THENCE, NORTH 00°00'00" EAST, A DISTANCE OF 64.22 FEET; THENCE, NORTH 90°00'00" EAST, A DISTANCE OF 10.60 FEET; THENCE, NORTH 00°00'00" EAST, A DISTANCE OF 41.98 FEET; THENCE, SOUTH 90°00'00" WEST, A DISTANCE OF 7.10 FEET; THENCE, NORTH 00°00'00" EAST, A DISTANCE OF 0.85 OF A FOOT TO THE POINT OF BEGINNING;

THENCE, CONTINUE NORTH 00°00'00" EAST, A DISTANCE OF 1 FOOT; THENCE, SOUTH 90°00'00" WEST, A DISTANCE OF 24.45 FEET; THENCE, NORTH 00°00'00" EAST, A DISTANCE OF 1.50 FEET; THENCE SOUTH 90°00'00" WEST, A DISTANCE OF 6.00 FEET; THENCE, SOUTH 00°00'00" WEST, A DISTANCE OF 1 FOOT TO THE APPROXIMATE CENTERLINE OF AN EXISTING 8 FOOT HIGH MASONRY WALL; THENCE, NORTH 90°00'00" EAST, ALONG SAID APPROXIMATE CENTERLINE, A DISTANCE OF 5.00 FEET; THENCE, SOUTH 00°00'00" WEST, CONTINUING ALONG SAID APPROXIMATE CENTERLINE, A DISTANCE OF 1.50 FEET; THENCE NORTH 90°00'00" EAST CONTINUING ALONG SAID APPROXIMATE CENTERLINE A DISTANCE OF 25.45 FEET TO THE POINT OF BEGINNING.



**Town of Palm Beach
Public Works Department
Easement Consent Form**

Persons (title holder) seeking to place prohibited structures, hedges, trees etc. within easements must complete this form for each public utility (easement holder) listed herein, and submit the fully completed forms to the Palm Beach Public Works Department. The applicable public utilities for which a separate Easement Consent Form is required are: Sanitary Sewer and Storm Sewer-Palm Beach Public Works Dept.; Public Works Electric-Palm Beach Public Works Dept.; Cable TV-Adelphia; Franchised Electric Service Provider- FPL; Telephone-BellSouth; Water-City of West Palm Beach Utilities Dept.; Gas-Florida Public Utilities. In the event there are no public utility objections, the applicant will be required to execute and record an Agreement for Use of Right-of-Way and/or Easements, a copy of which must be secured from the Palm Beach Public Works Department. The Town of Palm Beach, in its sole discretion, may reject any request to place obstacles within an easement regardless of there being no utility company objections to the same.

TO: **Comcast**

ADDRESS: Name of Easement Holder
1401 Northpoint Pkwy., West Palm Beach, FL 33407

To whom it may concern:
I am the record title holder of property located at 14 Golfview Road, Palm Beach, FL 33480
I propose to apply for a permit from the Town of Palm Beach to construct or install a residence / house
in the 3' utility easement for reserved for pipes

easement on my property, the legal description of this property being:

Property Control No. 50-43-43-26-02-000-0141 Subdivision _____ Lot _____ Block _____ or

Metes & Bounds See Exhibit "A" attached hereto and incorporated herein
by reference

I understand that your company will not be responsible in any way for repairs to, or replacement of, any portion of the above referenced improvement(s) and that any removal or replacement of this improvement necessary for your use or access of this easement will be done at the expense of the property owner or their successors in interest.

Cornelia P. Thornburgh

Owner's Typed/ Printed Name

Owner's Signature

Please check off one box below and complete on behalf of utility company.

ACKNOWLEDGMENT:

- ☒ We agree to the proposed improvement under the circumstances described above.
☐ We do not agree to the proposed improvement under the circumstances described above.

Comcast

Name of Easement Holder

By: [Signature]

Title: Construction Coordinator III

Date: 6/5/2015

Send to: Public Works Department
PO Box 2029
Palm Beach, FL 33480
Phone 838-5440 Fax 835-4691

To be completed by notary public to authenticate utility company signature
STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this date 6/5/2015 by (Name of Person Acknowledging) Aaron Neely who has produced Type of I.D. _____

as identification and who did/did not take an oath.

[Signature]
(Signature of person taking acknowledgment)
Notary Public State of Florida
Tina L. Lattin
My Commission EE 172223 SYAL
Expires 05/18/2016

(Name of officer taking acknowledgment typed, printed or stamped)

(Title or rank)

(Serial number, if any)

Exhibit "A"
Dominant Estate

That part of Lots 14 and 15, GOLFVIEW, a subdivision in the Town of Palm Beach, according to the Plat thereof on and for Palm Beach County, Florida, recorded in Plat Book 7, Page 69, described as follows:

BEGINNING at a point in the south line of Lot 15 at a distance of 10.5 feet west of the southeast corner thereof; thence north 64.22 feet, thence east 10.60 feet, thence north 41.98 feet; thence west 7.10 feet; thence north 1.85 feet; thence west 24.45 feet; thence north 1.5 feet; thence west 6 feet; thence north 4.5 feet; thence west 21.55 feet; thence north 25.95 feet to a point in the north line of said Lot 15; thence east along the north line of said Lots 14 and 15, 134 feet to the northeast corner of said Lot 14, thence south along the east line of said Lot 14, 140 feet to the southeast corner thereof; thence west along the south line of said Lots 14 and 15, 85.5 feet to the point of beginning.

For purposes of this description, the bearing of the south line of Lots 14 and 15 is assumed as east and west, and all other bearings are relative thereto, all adjacent courses being at right angles to each other.

TOGETHER WITH:

A STRIP OF LAND BEING A PORTION OF LOT 15, GOLF VIEW, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 7, PAGE 69, PUBLIC RECORDS, PALM BEACH COUNTY, FLORIDA, SAID STRIP OF LAND BEING SPECIFICALLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 15; THENCE, BEAR SOUTH 90°00'00" WEST, ALONG THE SOUTH LINE OF SAID LOT, A DISTANCE OF 10.50 FEET; THENCE, NORTH 00°00'00" EAST, A DISTANCE OF 64.22 FEET; THENCE, NORTH 90°00'00" EAST, A DISTANCE OF 10.60 FEET; THENCE, NORTH 00°00'00" EAST, A DISTANCE OF 41.98 FEET; THENCE, SOUTH 90°00'00" WEST, A DISTANCE OF 7.10 FEET; THENCE, NORTH 00°00'00" EAST, A DISTANCE OF 0.85 OF A FOOT TO THE POINT OF BEGINNING:

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Town of Palm Beach Public Works Department Easement Consent Form

Persons (title holder) seeking to place prohibited structures, hedges, trees, etc. within easements must complete this form for each public utility (easement holder) listed herein, and submit the fully completed forms to the Palm Beach Public Works Department. The applicable public utilities for which a separate Easement Consent Form is required are: Sanitary Sewer and Storm Sewer: Palm Beach Public Works Dept.; Public Works Electric: Palm Beach Public Works Dept.; Cable TV: Adelphia; Franchised Electric Service Provider: FPL; Telephone: BellSouth; Water: City of West Palm Beach Utilities Dept.; Gas: Florida Public Utilities. In the event there are no public utility objections, the applicant will be required to execute and record an Agreement for Use of Rights-of-Way and/or Easements, a copy of which must be secured from the Palm Beach Public Works Department. The Town of Palm Beach, in its sole discretion, may reject any request to place obstacles within an easement regardless of there being no utility company objections to the same.

TO: Florida Power and Light (FPL)

NAME of Easement Holder
ADDRESS: 810 Charlotte Avenue, West Palm Beach, FL 33401

To whom it may concern:

I am the record title holder of property located at 14 Golfview Road, Palm Beach, FL 33480

I propose to apply for a permit from the Town of Palm Beach to construct or install a residence / house

in the 3' utility easement for reserved for pipes

easement on my property, the legal description of this property being:

Property Control No. 50-43-43-26-02-000-0141 Subdivision _____ Lot _____ Block _____ or

Metes & Bounds See Exhibit "A" attached hereto and incorporated herein
by reference

I understand that your company will not be responsible in any way for repairs to, or replacement of, any portion of the above referenced improvement(s) and that any removal or replacement of this improvement necessary for your use or access of this easement will be done at the expense of the property owner or their successors in interest.

Cornelia P. Thornburgh

Owner's Typed/ Printed Name

Owner's Signature [Signature]

Please check off one box below and complete on behalf of utility company.

ACKNOWLEDGMENT:

- ☒ We agree to the proposed improvement under the circumstances described above.
- ☐ We do not agree to the proposed improvement under the circumstances described above.

Florida Power and Light (FPL)

Name of Easement Holder

By: GREG SANTANER [Signature]

Title: TECHNICAL SPECIALIST II

Date: 6/2/2015

Send to: Public Works Department
PO Box 2029
Palm Beach, FL 33480
Phone 833-5440 Fax 833-4691

To be completed by notary public to authenticate utility company signature
STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this date 6-2-2015 by (Name of Person

Acknowledging) GREG SANTANER

who has produced Type of I.D. LISC

as identification and who did not take an oath.

[Signature]
(Signature of person BRENDA LEE)



MY COMMISSION # EE143264

EXPIRES November 02, 2015

(407) 398-0153 FloridaNotaryService.com

(Name of officer taking acknowledgment typed, printed or stamped)

ADMIN ASSISTANT-FPL

(Title or rank)

(Serial number, if any)

Exhibit "A"
Dominant Estate

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TOGETHER WITH:

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Town of Palm Beach
Public Works Department
Easement Consent Form

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TO: Florida Public Utilities

Name of Easement Holder
ADDRESS: P.O. Box 2137, Salisbury, MD 21802

To whom it may concern:

I am the record title holder of property located at 14 Golfview Road, Palm Beach, FL 33480

I propose to apply for a permit from the Town of Palm Beach to construct or install a residence / house
in the 3' utility easement for reserved for pipes

easement on my property, the legal description of this property being:

Property Control No. 50-43-43-26-02-000-0141 Subdivision _____ Lot _____ Block _____ or

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I understand that your company will not be responsible in any way for repairs to, or replacement of, any portion of the above referenced improvement(s) and that any removal or replacement of this improvement necessary for your use or access of this easement will be done at the expense of the property owner or their successors in interest.

Cornelia P. Thornburgh

Owner's Typed/ Printed Name

Owner's Signature

Please check off one box below and complete on behalf of utility company.

ACKNOWLEDGMENT:

- ☒ We agree to the proposed improvement under the circumstances described above.
☐ We do not agree to the proposed improvement under the circumstances described above.

Florida Public Utilities

Name of Easement Holder

By: Ivan Gibbs

Title: Engineering Technician

Date: 5/24/2015

Send to: Public Works Department
PO Box 2029
Palm Beach, FL 33480
Phone 838-5440 Fax 835-4691

To be completed by notary public to authenticate utility company signatory
STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this
date _____ by (Name of Person

Acknowledging) _____

who has produced Type of I.D. _____

as identification and who did/did not take an oath.

(Signature of person taking acknowledgment)

SEAL

(Name of officer taking acknowledgment typed, printed or stamped)

(Title or rank)

(Serial number, if any)

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Dominant Estate

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For purposes of this description, the bearing of the south line of Lots 14 and 15 is assumed as east and west, and all other bearings are relative thereto, all adjacent courses being at right angles to each other.

TOGETHER WITH:

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Town of Palm Beach
Public Works Department
Easement Consent Form

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TO: Town of Palm Beach, Electrical Bureau

Name of Easement Holder
ADDRESS: 360 South County Rd., Palm Beach, FL 33480

To whom it may concern:

I am the record title holder of property located at 14 Golfview Road, Palm Beach, FL 33480

I propose to apply for a permit from the Town of Palm Beach to construct or install a residence / house
in the 3' utility easement for reserved for pipes

easement on my property, the legal description of this property being:

Property Control No. 50-43-43-26-02-000-0141 Subdivision Lot Block or

Metes & Bounds See Exhibit "A" attached hereto and incorporated herein
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I understand that your company will not be responsible in any way for repairs to, or replacement of, any portion of the above referenced improvement(s) and that any removal or replacement of this improvement necessary for your use or access of this easement will be done at the expense of the property owner or their successors in interest.

Cornelia P. Thornburgh

Owner's Typed/ Printed Name

Owner's Signature

Please check off one box below and complete on behalf of utility company.

ACKNOWLEDGMENT:

- ☒ We agree to the proposed improvement under the circumstances described above.
☐ We do not agree to the proposed improvement under the circumstances described above.

Town of Palm Beach, Electrical Bureau

Name of Easement Holder

By: MARK G. LOREE Mark & Tree

Title: Electrical Supervisor

Date: 5/20/15

Send to: Public Works Department
PO Box 2029
Palm Beach, FL 33480
Phone 838-5440 Fax 835-4691

To be completed by notary public to authenticate utility company signatory
STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this date by (Name of Person

Acknowledging)

who has produced Type of I.D.

as identification and who did/did not take an oath.

(Signature of person taking acknowledgment)

SEAL

(Name of officer taking acknowledgment typed, printed or stamped)

(Title or rank)

(Serial number, if any)

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Town of Palm Beach
Public Works Department
Easement Consent Form

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TO: Town of Palm Beach, Water Resources Division

Name of Easement Holder
ADDRESS: 360 South County Rd., Palm Beach, FL 33480

To whom it may concern:

I am the record title holder of property located at 14 Golfview Road, Palm Beach, FL 33480

I propose to apply for a permit from the Town of Palm Beach to construct or install a residence / house

in the 3' utility easement for reserved for pipes

easement on my property, the legal description of this property being:

Property Control No. 50-43-43-26-02-000-0141 Subdivision Lot Block or

Mets & Bounds See Exhibit "A" attached hereto and incorporated herein
by reference

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Cornelia P. Thornburgh

Owner's Typed/ Printed Name

Owner's Signature

Please check off one box below and complete on behalf of utility company.

ACKNOWLEDGMENT:

- ☒ We agree to the proposed improvement under the circumstances described above.
☐ We do not agree to the proposed improvement under the circumstances described above.

Town of Palm Beach, Water Resources Division

Name of Easement Holder

By: D. Terry

Title: WATER RESOURCES MANAGER

Date: 5/20/15

Send to: Public Works Department
PO Box 2029
Palm Beach, FL 33480
Phone 838-5440 Fax 835-4691

To be completed by notary public to authenticate utility company signatory
STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this date by (Name of Person

Acknowledging)

who has produced Type of I.D.

as identification and who did/did not take an oath.

(Signature of person taking acknowledgment)

SEAL

(Name of officer taking acknowledgment typed, printed or stamped)

(Title or rank)

(Serial number, if any)

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That part of Lots 14 and 15, GOLFOVIEW, a subdivision in the Town of Palm Beach, according to the Plat thereof on and for Palm Beach County, Florida, recorded in Plat Book 7, Page 69, described as follows:

BEGINNING at a point in the south line of Lot 15 at a distance of 10.5 feet west of the southeast corner thereof; thence north 64.22 feet, thence east 10.60 feet, thence north 41.98 feet; thence west 7.10 feet; thence north 1.85 feet; thence west 24.45 feet; thence north 1.5 feet; thence west 6 feet; thence north 4.5 feet; thence west 21.55 feet; thence north 25.95 feet to a point in the north line of said Lot 15; thence east along the north line of said Lots 14 and 15, 134 feet to the northeast corner of said Lot 14, thence south along the east line of said Lot 14, 140 feet to the southeast corner thereof; thence west along the south line of said Lots 14 and 15, 85.5 feet to the point of beginning.

For purposes of this description, the bearing of the south line of Lots 14 and 15 is assumed as east and west, and all other bearings are relative thereto, all adjacent courses being at right angles to each other.

TOGETHER WITH:

A STRIP OF LAND BEING A PORTION OF LOT 15, GOLF VIEW, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 7, PAGE 69, PUBLIC RECORDS, PALM BEACH COUNTY, FLORIDA, SAID STRIP OF LAND BEING SPECIFICALLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 15; THENCE, BEAR SOUTH 90°00'00" WEST, ALONG THE SOUTH LINE OF SAID LOT, A DISTANCE OF 10.50 FEET; THENCE, NORTH 00°00'00" EAST, A DISTANCE OF 64.22 FEET; THENCE, NORTH 90°00'00" EAST, A DISTANCE OF 10.60 FEET; THENCE, NORTH 00°00'00" EAST, A DISTANCE OF 41.98 FEET; THENCE, SOUTH 90°00'00" WEST, A DISTANCE OF 7.10 FEET; THENCE, NORTH 00°00'00" EAST, A DISTANCE OF 0.85 OF A FOOT TO THE POINT OF BEGINNING;

THENCE, CONTINUE NORTH 00°00'00" EAST, A DISTANCE OF 1 FOOT; THENCE, SOUTH 90°00'00" WEST, A DISTANCE OF 24.45 FEET; THENCE, NORTH 00°00'00" EAST, A DISTANCE OF 1.50 FEET; THENCE SOUTH 90°00'00" WEST, A DISTANCE OF 6.00 FEET; THENCE, SOUTH 00°00'00" WEST, A DISTANCE OF 1 FOOT TO THE APPROXIMATE CENTERLINE OF AN EXISTING 8 FOOT HIGH MASONRY WALL; THENCE, NORTH 90°00'00" EAST, ALONG SAID APPROXIMATE CENTERLINE, A DISTANCE OF 5.00 FEET; THENCE, SOUTH 00°00'00" WEST, CONTINUING ALONG SAID APPROXIMATE CENTERLINE, A DISTANCE OF 1.50 FEET; THENCE NORTH 90°00'00" EAST CONTINUING ALONG SAID APPROXIMATE CENTERLINE A DISTANCE OF 25.45 FEET TO THE POINT OF BEGINNING.



TOWN OF PALM BEACH

Public Works Department

NOTIFICATION TO PROPERTY OWNER REGARDING TOWN OF PALM BEACH ABANDONMENT OF DEDICATED PUBLIC PROPERTY (RIGHT-OF-WAY AND EASEMENTS)

All property owners within a three hundred-foot radius of the subject property are hereby notified by mail of the proposed abandonment of the right-of-way, on the subject property.

This notice is being provided to you in conjunction with the review by the Town Council of this matter.

Please be advised the Town Council will consider the following matter on **August 11, 2015**. The meeting will begin at 9:30 a.m. at the Council Chambers, 360 S. County Road, Palm Beach, Florida 33480.

Subject Property Address: 14 Golfview Road
Palm Beach, FL

Applicant: Richard E. and Cornelia P. Thornburgh

Project Description: Abandonment of Public Utility Easements

This notification is not to solicit your approval or disapproval. If you desire, you may file your comments in writing prior to the meeting or you may attend the meeting to speak on the matter. This application and plans are on file in the Public Works Department and are available for review Monday through Friday between 8:30 a.m. and 4:30 p.m.

If we can be of further assistance, please contact the Public Works Department at 561-838-5440.

Real News Starts Here

RECEIPT

NOTICE IS HEREBY GIVEN that the Town Council of the Town of Palm Beach, Palm Beach, Florida, at a regular meeting to be held on August 11, 2015, beginning at 9:30am, in the Council Chambers of the Town Hall, 360 South County Road, Palm Beach, Florida, will have on the agenda the following:

PETITION FOR THE ABANDONMENT OF A DEDICATED PUBLIC UTILITY EASEMENT ON PROPERTY COMMONLY KNOWN AS 14 GOLFVIEW ROAD, PALM BEACH, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

The strip of land labeled as "3 Feet Reserved For Pipes" being the West three feet of Lot 14, **Golfview Road**, according to the Plat thereof, recorded in the Plat Book 7, Page 69, of the Public Records of Palm Beach County, Florida.

This application for abandonment has been filed by: Katz & Doorakian Law Firm, P.L. c/o Catherine Steward, 625 N. Flagler Drive, Suite 605, West Palm Beach, Florida 33401.

ALL PERSONS INTERESTED in this matter may appear before the Town Council of the Town of Palm Beach at the time and place aforesaid and be heard. SHOULD ANY INTERESTED PARTY SEEK TO APPEAL ANY DECISION MADE BY THE TOWN COUNCIL WITH RESPECT TO ANY MATTER CONSIDERED AT THIS PUBLIC HEARING, SAID PARTY WILL NEED A RECORD OF THE PROCEEDINGS, AND FOR SUCH PURPOSE, MAY NEED TO INSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS BEING BASED, 286.0105 F.S.S.

H. Paul Brazil, P.E.
Director, Department of Public Works
Town of Palm Beach
PUB: The Palm Beach Post
7-28/ 2015 #456412

TOWN OF PALM BEACH

Town Council Meeting on: August 11, 2015

Section of Agenda

Regular Agenda - Old Business

Agenda Title

Town Hall Square Historic District Project

a. RESOLUTION NO. 69-2015 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving a Dedication to the Public of a Parcel of Land to be Used for Public Park Purposes Consistent with and to be Incorporated as Part of Memorial Park; Providing an Effective Date.

Deferred from the June 9, 2015, Town Council Meeting

John C. Randolph, Town Attorney

b. RESOLUTION NO. 102-2015 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving a Special Legislative Appropriation Grant Agreement Between the State of Florida and the Town of Palm Beach in the Amount of \$350,000 for the Restoration of Memorial Park/Addison Mizner's Plaza - Phase 2 (A); and Authorizing the Town Manager to Execute Said Agreement on Behalf of the Town.

Jay Boodheshwar, Deputy Town Manager

c. RESOLUTION NO. 107-2015 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving Purchase Order(s) for Final Design/Permitting and Construction Phase Engineering Services for the Town Hall Square Phase II to Kimley-Horn and Associates, Inc., in an Amount Not to Exceed \$300,226, and Establishing an Engineering Services Budget of \$335,000.

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

d. RESOLUTION NO. 118-2015 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Authorizing a Change Order and Increasing Purchase Order No. 150660 for the Purchase of Trees for the Town Hall Square Project Phase II-A, in the Amount of \$97,000 and Increasing the Construction Phase Budget By

\$106,700 for this Project.

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

Presenter

Supporting Documents

- [a. Memorandum Dated July 31, 2015, from John C. Randolph, Town Attorney](#)
- [Ordinance No. 13-2015](#)
- [Resolution No. 69-2015](#)
- [Dedication Instrument](#)
- [b. Memorandum Dated August 1, 2015, from Jay Boodheshwar, Deputy Town Manager](#)
- [Resolution No. 102-2105](#)
- [Grant Agreement Between the State of Florida and the Town of Palm Beach](#)
- [c. Memorandum Dated July 22, 2015, from H. Paul Brazil, P.E., Director of Public Works](#)
- [Resolution No. 107-2015](#)
- [Kimley Horn Proposal](#)
- [d. Memorandum Dated July, 28, 2015, from H. Paul Brazil, P.E., Director of Public Works](#)
- [Resolution No. 118-2015](#)
- [Burkhardt Acquisition of Trees](#)
- [SMI Acquisition of Trees](#)

TOWN OF PALM BEACH

Information for the Town Council Meeting on: August 11, 2015

To: Mayor and Town Council

Via: Thomas G. Bradford, Town Manager

From: John C. Randolph, Town Attorney

Re: Consideration of Resolution approving Dedication of land to the public for park purposes in conjunction with Memorial Park
Resolution No. 69-2015

Date: July 31, 2015

STAFF RECOMMENDATION

It is recommended that the Mayor and Town Council adopt Resolution No. 69-2015 which approves a dedication to the public for park purposes, in perpetuity, a parcel of land contiguous to Memorial Park, joining said parcel to Memorial Park as part and parcel thereof.

GENERAL INFORMATION

The Town Council has adopted Ordinance No. 13-2015, attached, which amended the zoning so as to provide that public parks are a permitted use within the C-TS Zoning District. In light of the adoption of that Ordinance, it is now appropriate for the Town to consider the adoption of a resolution which would approve a dedication to the public of a parcel of land adjacent to Memorial Park to be used in conjunction with Memorial Park solely for public park purposes. Toward that end, I have prepared for consideration of the Mayor and Town Council the attached Resolution No. 69-2015 which approves a Dedication to the public for park purposes, in perpetuity, of that parcel of land contiguous to Memorial Park, and joining said parcel to Memorial Park as part and parcel thereof.

ATTACHMENTS

Ordinance No. 13-2015
Resolution No. 69-2015
Dedication

cc: Jay Boodheshwar, Deputy Town Manager

ORDINANCE NO. 13-2015

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, AMENDING THE TOWN CODE OF ORDINANCES AT CHAPTER 134, ZONING; ARTICLE VI, DISTRICT REGULATIONS, SECTION 134-1107(a) TO ALLOW PUBLIC PARKS AS A PERMITTED USE IN THE C-TS COMMERCIAL ZONING DISTRICT; SECTION 134-1109(a) TO ALLOW PRIVATE PARKS AS A SPECIAL EXCEPTION USE IN THE C-TS COMMERCIAL ZONING DISTRICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT; PROVIDING FOR CODIFICATION; PROVIDING AN EFFECTIVE DATE.

WHEREAS, after a public hearing pursuant to notice required by law, the Planning and Zoning Commission considered all testimony and recommended the following changes to the Code of Ordinances;

WHEREAS, after public hearing pursuant to notice required by law, the Local Planning Agency considered the Planning and Zoning Commission's recommendation and all testimony and recommended that the Town Council adopt the subject Ordinance; and,

WHEREAS, after public hearing pursuant to notice as required by law, the Town Council does hereby find, determine, and declare that the public health, safety, morals and general welfare of the citizens of the Town of Palm Beach require that the aforesaid Chapter 134, Zoning, of the Code of Ordinances, be amended as hereinafter set forth.

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

Section 1. Amend Article VI, DISTRICT REGULATIONS, Section 134-1107, Permitted uses, (a) Enumeration maximum gross leasable area, to read as follows:

Sec. 134-1107. Permitted uses.

(a) *Enumeration; maximum gross leasable area.* The permitted uses in the C-TS town-serving commercial district, with a maximum of 3,000 square feet gross leasable area (GLA), are as follows:

- (1) Retail and service establishments, such as restaurants, excluding formula restaurants as defined in section 134-2 and bars/lounges, hardware stores, food stores, clothing stores, drugstores, barbershops beauty salons and jewelry stores.
- (2) Offices, executive office suites, professional services, business services and securities and financial brokerage and trust companies located above the first floor.

- (3) Offices, professional services, business services and securities and financial brokerage and trust companies in the 200 block of Peruvian Avenue and Bradley Place.
- (4) Nonprofit cultural centers.
- (5) Professional and studio type schools.
- (6) Essential services.
- (7) Public parks.

Section 2. Amend Article V I, DISTRICT REGULATIONS, Section 134-1109, Special exception uses to read as follows:

Sec. 134-1109. - Special exception uses.

(a) The special exception uses require a site plan and review as provided in article III of this chapter. The special exception uses in the C-TS town-serving commercial district are as follows:

- (1) Public or private parking lots or storage garages.
 - (2) Auto rental lots.
 - (3) Residential tenancy above the first floor.
 - (4) Private social, swimming, golf, tennis and yacht clubs.
 - (5) Service stations.
 - (6) Public structures.
 - (7) Supplemental parking.
 - (8) Public or private academic schools.
 - (9) Drive-in business service facilities.
 - (10) Churches, synagogues or other houses of worship.
 - (11) Any commercial establishment with greater than 3,000 square feet of gross leasable area, provided the town council has found as a fact, that the proposed use is town serving.
 - (12) Banks and financial institutions, excluding securities or financial brokerage and trust companies.
 - (13) Roof-deck automobile parking.
 - (14) Outdoor seating in conjunction with permitted restaurants where administrative approval is not being requested. See section 134-1111 for additional conditions.
 - (15) ~~Reserved.~~ Private parks.
 - (16) Museums occupying building of unique value as designated historical landmarks, as determined by the landmarks preservation commission and the town council.
 - (17) Nightclubs.
 - (18) Except as provided for in subsection 134-1107(3), offices (excluding executive office suites), professional services, business services and securities or financial brokerage and trust companies on the first floor provided that there are at least 50 percent existing office uses on all floors of the building in which the office use is proposed and more than 50 percent existing office uses on the first floor within 300 feet of the proposed office use within the same zoning district.
- (b) An owner or tenant of a property, located within the C-TS district, which property has received approval of a special exception after March 31, 1980, shall be required to obtain approval by the town council under the provisions of section 134-229 prior to being granted

a new business tax receipt. This subsection shall not apply to renewal of an existing business tax receipt.

Section 3. Severability.

If any provision of this Ordinance or the application thereof is held invalid, such invalidity shall not affect the other provisions or applications of this Ordinance which can be given effect without the invalid provisions or applications, and to this end the provisions of this Ordinance are hereby declared severable.

Section 4. Repeal of Ordinances in Conflict.

All other ordinances of the Town of Palm Beach, Florida, or parts thereof which conflict with this or any part of this Ordinance are hereby repealed.

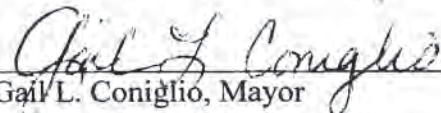
Section 5. Codification.

This Ordinance shall be codified and made a part of the official Code of Ordinances of the Town of Palm Beach.

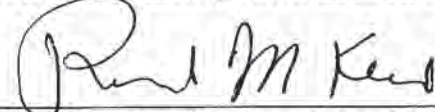
Section 6. Effective Date.

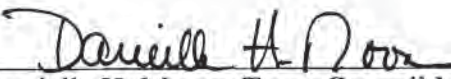
This Ordinance shall take effect 31 days subsequent to its passage on second and final reading.

PASSED AND ADOPTED in a regular, adjourned session of the Town Council of the Town of Palm Beach on first reading this 15 day of April 2015, and for second and final reading on this 13 day of May 2015.


Gail L. Coniglio, Mayor


Michael J. Pucillo, Town Council President

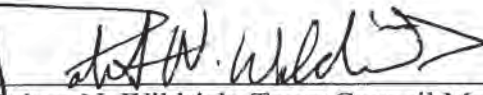

Richard M. Kleid, Council President Pro Tem


Danielle H. Moore, Town Council Member


Penelope D. Townsend, Town Council Member

ATTEST:


Susan A. Owens, MMC, Town Clerk


Robert N. Wildrick, Town Council Member

RESOLUTION NO. 69-2015

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING A DEDICATION TO THE PUBLIC OF A PARCEL OF LAND TO BE USED FOR PUBLIC PARK PURPOSES CONSISTENT WITH AND TO BE INCORPORATED AS PART OF MEMORIAL PARK; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the State of Florida, by and through the State of Florida Department of Transportation, conveyed to the Town of Palm Beach a certain parcel of real property located adjacent to Memorial Park to be used solely for the public purpose of providing park facilities, transportation facilities or parking facilities; and

WHEREAS, it is the desire of the Town to have said property used solely for the public purpose of providing park facilities; and

WHEREAS, said parcel is located adjacent to Memorial Park and is contiguous to Memorial Park along its south property line.

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

Section 1. The Town Council hereby approves a dedication to the public, in perpetuity for public park purposes, a certain parcel of land described in the Dedication attached hereto, consistent with and to be incorporated as part of Memorial Park with the understanding that Memorial Park, as expanded, shall be considered and treated as a single parcel of land which shall be used solely for public park purposes.

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

PASSED AND ADOPTED in a regular, adjourned session of the Town Council of the Town of Palm Beach assembled this 11th day of August, 2015.

Gail L. Coniglio, Mayor

Michael J. Pucillo, Town Council President

Richard M. Kleid, Town Council President
Pro Tem

Danielle H. Moore, Town Council Member

ATTEST:

Penelope D. Townsend, Town Council Member

Susan A. Owens, MMC, Town Clerk

Robert N. Wildrick, Town Council Member

THIS INSTRUMENT PREPARED BY:

John C. Randolph, Esq.
Jones, Foster, Johnston & Stubbs, P.A.
505 South Flagler Drive
Suite 1100
West Palm Beach, Florida 33401

Will Call #85

DEDICATION

THIS DEDICATION is made this ____ day of _____, 2015, by TOWN OF PALM BEACH, a municipal corporation existing under the laws of the State of Florida (the "Town"), whose address is 360 South County Road, Palm Beach, Florida 33480.

WHEREAS, pursuant to that certain Quit Claim Deed (Public Purpose), dated August 19, 2010, and recorded August 31, 2010 in Official Record Book 24041, Page 1748, Public Records of Palm Beach County, Florida, the State of Florida, by and through the State of Florida Department of Transportation, conveyed that certain real property located within the corporate limits of the Town and being legally described on Exhibit "A" attached hereto and made a part hereof (the "Property"), to the Town to be used solely for the public purpose of providing park facilities, transportation facilities, or parking facilities.

WHEREAS, the Property is located adjacent to Memorial Park, a public park located within the corporate limits of the Town and maintained by the Town, and being legally described on Exhibit "B" attached hereto and made a part hereof ("Memorial Park").

WHEREAS, the Property and Memorial Park are contiguous to one another along the north property line of the Property and the south property line of Memorial Park.

WHEREAS, pursuant to Resolution No. 69-2015, passed and adopted by the Town Council of the Town on August 11, 2015 (the "Resolution"), the Town desires to dedicate the Property to the public, in perpetuity, for public park purposes, consistent with, and to be incorporated as a part of, Memorial Park.

NOW, THEREFORE, pursuant to the Resolution, the Town does hereby dedicate the Property to the public, in perpetuity, for public park purposes, consistent with, and to be incorporated as a part of, Memorial Park. Memorial Park, as expanded hereby to include the Property, shall be considered and treated as a single parcel of land, which shall be used solely for public park purposes.

IN WITNESS WHEREOF, the Town has executed this Dedication as of the day and year first above written.

Signed, sealed and delivered in the presence of:

TOWN OF PALM BEACH

Witness
Print Name: _____

By _____
Thomas G. Bradford, Town Manager

Witness
Print Name: _____

ATTEST:

Susan A. Owens, Town Clerk

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by Thomas G. Bradford and Susan A. Owens, the Town Manager and Town Clerk respectively of the TOWN OF PALM BEACH, who are personally known to me or who have produced _____ as identification.

Notary Public
State of Florida
My Commission expires:

EXHIBIT A

A portion of the Town Hall/Firehouse in the Town of Palm Beach, lying within the 160 foot wide Right of Way corridor for State Road A-1-A a/k/a South County Road f/k/a Palmetto Drive per the plat of REVISED MAP OF ROYAL PARK ADDITION, according to the plat thereof, as recorded in Plat Book 4, Page 1, of the Public Records of Palm Beach County, Florida, lying in Section 26, Township 43 South, Range 43 East, Palm Beach County, Florida; said portion lying between Blocks 7 and 8 in intersection with Australian Avenue of said plat and being more particularly described as follows:

Commence at the Northeast Corner of Lot 11, Block 7; thence South $88^{\circ}52'04''$ East along the Easterly extension of the North line of said Lot 11, 49.81 feet; thence North $00^{\circ}59'47''$ East, 15.58 feet to the POINT OF BEGINNING and to a point on a curve concave Southeast, having a chord bearing of North $46^{\circ}03'29''$ East; thence Northeast along said curve, having a radius of 2.00 feet, through a central angle of $90^{\circ}07'15''$ and an arc distance of 3.15 feet to the end of said curve; thence South $88^{\circ}52'54''$ East, 56.00 feet to a point on a curve concave Southwest, having a chord bearing of South $43^{\circ}56'33''$ East; thence Southeast along said curve, having a radius of 2.00 feet, through a central angle of $89^{\circ}52'41''$ and an arc distance of 3.14 feet to the end of said curve; thence North $01^{\circ}39'07''$ East, 48.02 feet to a point on a curve concave Northwest, having a chord bearing of South $46^{\circ}05'42''$ West; thence Southwest along said curve, having a radius of 18.01 feet, through a central angle of $90^{\circ}02'48''$ and an arc distance of 28.29 feet to the end of said curve; thence North $88^{\circ}52'54''$ West, 24.93 feet to a point on a curve concave Northeast having a chord bearing of North $43^{\circ}52'18''$ West; thence Northwest along said curve, having a radius of 18.01 feet, through a central angle of $90^{\circ}01'11''$ and an arc distance of 28.28 feet to the end of said curve; thence South $00^{\circ}33'13''$ West, 48.02 feet to the POINT OF BEGINNING.

Containing 1,827 square feet, more or less.

I hereby certify that to the best of my knowledge and belief the attached legal description as shown on the Right of Way Parcel Sketch for State Road No. A-1-A, Item/Segment No: 2297491, Section No. 93060-2526 is true, accurate and was prepared under my direction.

I further certify that said legal description is in compliance with the Minimum Technical Standards as set forth by the Florida Board of Professional Surveyors & Mappers pursuant to Section 472.027 Florida Statutes.


 Jeffrey D. Smith
 Florida Surveyor and Mapper No. 4805
 Date: 7/11/10
 Florida Department of Transportation

REVISION	BY	DATE

FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAPPING			
RIGHT OF WAY PARCEL SKETCH			
STATE ROAD NO. A-1-A PALM BEACH COUNTY			
	BY	DATE	APPROVED BY
PRELIM	SEELEY	05-16-10	
FINAL	DIAZ	05-16-10	
CHECKED	BROWN	05-16-10	
MAPS PREPARED BY F.D.O.T. DISTRICT 4			DATE 7/11/10
ITEM SEGMENT NO. 229749 1			DISTRICT RIGHT OF WAY SURVEYOR
FIELD BOOK NO. 5			N/A
SCALE: N/A			
SECTION 93060-2526			SHEET 3 OF 3

TIMS: rwmapping/survey/rwpsfdot.dgn

Florida Department of Transportation
 District Four Right of Way
 3400 West Commercial Boulevard
 Fort Lauderdale, FL 33309-3421

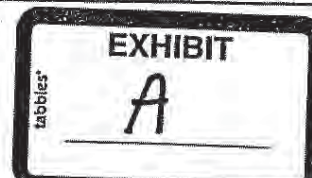


EXHIBIT B

A portion of the Memorial Park in the Town of Palm Beach lying within the 160 foot wide Right of Way corridor for State Road A-1-A a/k/a South County Road f/k/a Palmetto Drive per the plat of REVISED MAP OF ROYAL PARK ADDITION, according to the plat thereof, as recorded in Plat Book 4, Page 1, of the Public Records of Palm Beach County, Florida lying in Sections 23 and 26, Township 43 South, Range 43 East, Palm Beach County, Florida, said portion lying between Blocks "G" and "H" of said plat and being more particularly described as follows:

Commence at the Southeast Corner of Lot 32, Block "G"; thence South 88°52'20" East along the Easterly extension of the South line of said Lot 32, a distance of 49.38 feet to the POINT OF BEGINNING; thence North 01°08'17" East, a distance of 31.54 feet to a point on a curve concave Southeasterly, having a chord bearing of North 46°04'35" East; thence Northeasterly along said curve, having a radius of 15.00 feet, through a central angle of 89°52'37" and an arc distance of 23.53 feet to the end of said curve; thence South 88°59'06" East, a distance of 31.13 feet to a point on a curve concave Southwesterly, having a chord bearing of South 43°57'24" East; thence Southeasterly along said curve, having a radius of 14.50 feet, through a central angle of 90°03'24" and an arc distance of 22.79 feet to the end of said curve; thence South 88°04'18" West, a distance of 254.45 feet to a point on a curve concave Northwesterly, having a chord bearing of South 46°05'42" West; thence Southwesterly along said curve, having a radius of 18.00 feet, through a central angle of 90°02'48" and an arc distance of 28.29 feet to the end of said curve; thence North 88°52'54" West, a distance of 24.93 feet to a point on a curve concave Northeasterly, having a chord bearing of North 43°52'18" West; thence Northwesterly along said curve, having a radius of 18.00 feet, through a central angle of 90°01'11" and an arc distance of 28.28 feet to the end of said curve; thence North 01°08'17" East, a distance of 222.35 feet to the POINT OF BEGINNING.

Containing 17,206 square feet, more or less.

All containing 0.771 acres, more or less.

I hereby certify that to the best of my knowledge and belief the attached legal descriptions for the Town Hall/Firehouse and Memorial Park as shown on the Right of Way Parcel Sketch for State Road No. A-1-A, Item/Segment No. 2297491, Section No. 93060-2526 are true, accurate and were prepared under my direction.

I further certify that said legal description is in compliance with the Minimum Technical Standards as set forth by the Florida Board of Professional Surveyors & Mappers pursuant to Section 472.027 Florida Statutes.

Jeffrey D. Smith
 Jeffrey D. Smith
 Florida Surveyor and Mapper No. 4805
 Date: 5/5/06
 Florida Department of Transportation

Florida Department of Transportation
 District Four Right of Way
 3400 W. Commercial Boulevard
 Ft. Lauderdale, Florida 33309-3421

REVISION	BY	DATE

FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAPPING					
RIGHT OF WAY PARCEL SKETCH					
STATE ROAD NO. A-1-A PALM BEACH COUNTY					
	BY	DATE	APPROVED	DATE	
PRELIM	DURVEA	05-15-06	<i>Jeffrey D. Smith</i>	5/5/06	DISTRICT RIGHT OF WAY SURVEYOR
FINAL	DURVEA	05-15-06			
CHECKED	ABEL	05-17-06			
MAPS PREPARED BY F.U.O.T. DISTRICT 4			FIELD BOOK NO.'S N/A		
ITEM SEGMENT NO. 2297491			SCALE: N/A		
SECTION 93060-2526			SHEET 5 OF 5		

TIMS: rwmapping/survey/rwpstopb.dgn

TOWN OF PALM BEACH

Information for Town Council Meeting on: August 11, 2015

To: Mayor and Town Council

Via: Thomas G. Bradford, Town Manager

From: Jay Boodheshwar, Deputy Town Manager

Re: Grant Agreement between the State of Florida and Town of Palm Beach for the
Restoration of Memorial Park/Addison Mizner's Plaza
Resolution No. 102-2015

Date: August 1, 2015

STAFF RECOMMENDATION

Staff recommends that Town Council approve Resolution No. 102-2015, authorizing the Town Manager to execute the attached grant agreement between the State of Florida and Town of Palm Beach for the restoration of Memorial Park/Addison Mizner's Plaza - Phase 2 (A).

GENERAL INFORMATION

The 2014 Florida Legislature appropriated \$350,000 as a "special category grant" to the Town of Palm Beach and an additional \$350,000 as a "special legislative appropriation" to the Town, both to help defray the cost of restoring the Mizner Fountain and improving Memorial Fountain Park, as a part of the overall planned improvements to the Town Hall Square Historic District.

Town Council approved the \$350,000 "special category grant" at the November 13, 2014, meeting for the improvements to the Mizner Fountain (Phase 1). A total of \$136,500 has been reimbursed to the Town for this phase thus far. The remaining \$213,500 will be received after the final report is submitted to ensure compliance with the requirements of the grant.

Now that all of the required Town and State approvals have been received for Phase 2 of the Town Hall Square Historic District project, the attached "special legislative appropriation grant" agreement for Phase 2 (A) will provide for the State to reimburse an additional \$350,000 for improvements to the stone flat work included in the improvement plans for Memorial Park. State officials have approved the form and substance of the agreement and will execute it after receiving a signed original copy back from the Town.

TOWN ATTORNEY REVIEW

The Town Attorney has reviewed and approved the attached grant agreement for legal form and sufficiency. Resolution No. 102-2015 is in a form previously approved by the Town Attorney.

FUNDING/FISCAL IMPACT

Unlike the “special category grant” provided for the Mizner Fountain, there is no funding match required for this particular grant, as it was provided as a “special legislative appropriation.”

Attachments:

cc: Jane Struder, Director of Finance
H. Paul Brazil, Director of Public Works
John S. Page, Director of Planning, Zoning, and Building

RESOLUTION NO. 102-2015

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING A SPECIAL LEGISLATIVE APPROPRIATION GRANT AGREEMENT BETWEEN THE STATE OF FLORIDA AND THE TOWN OF PALM BEACH IN THE AMOUNT OF \$350,000.00 FOR THE RESTORATION OF MEMORIAL PARK/ADDISON MIZNER'S PLAZA - PHASE 2 (A); AND AUTHORIZING THE TOWN MANAGER TO EXECUTE SAID AGREEMENT ON BEHALF OF THE TOWN.

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

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

Section 2: The approval of the special legislative appropriation grant agreement between the State of Florida and the Town of Palm Beach for \$350,000.00 for the restoration of Memorial Park/Addison Mizner's Plaza - Phase 2 (A), attached hereto as Exhibit A, is hereby approved and the Town Manager is authorized to execute said agreement on behalf of the Town.

PASSED AND ADOPTED in a regular, adjourned session of the Town Council of the Town of Palm Beach assembled this 11th day of August 2015.

Gail L. Coniglio, Mayor

Michael J. Pucillo, Town Council President

Richard M. Kleid, Council President Pro Tem

Danielle H. Moore, Town Council Member

ATTEST:

Penelope D. Townsend, Town Council Member

Susan A. Owens, MMC, Town Clerk

Robert N. Wildrick, Town Council Member

**AGREEMENT BETWEEN
THE STATE OF FLORIDA, DEPARTMENT OF STATE
AND
TOWN OF PALM BEACH**

This Agreement is by and between the State of Florida, Department of State, Division of Historical Resources hereinafter referred to as the "Division," and the Town of Palm Beach hereinafter referred to as the "Grantee."

The Grantee has been awarded a Special Category Grant (CSFA 45.032) by the Division, grant number MP512 for the project "Restoration of Memorial Park/Addison Mizner's Plaza," in the amount of \$350,000. Funds for this grant have been appropriated in the FY 2014-2015 General Appropriations Act on line 3113A. The Division has the authority to administer this grant in accordance with Section 267.0617, *Florida Statutes*.

In consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. Grant Purpose. This grant shall be used exclusively for the "Restoration of Memorial Park/Addison Mizner's Plaza," the public purpose for which these funds were appropriated.

a) The Grantee shall perform the following **Scope of Work**:

The project will restore the stone flatwork at Mizner Plaza and will include: repair of stone flatwork. All tasks associated with the restoration, as outlined in the Project Description (See Attachment A), will be performed by June 30, 2016. All project work will be completed under the supervision of a licensed architect or licensed contractor.

b) The Grantee agrees to provide the following **Deliverables** and **Performance Measures** related to the Scope of Work for payments to be awarded.

Payment 1, Deliverable/ Task 1:

- Payment 1 will be cost reimbursement. The Grantee will have completed at least 30 percent of the project prior to this payment. The performance measure documenting satisfactory completion of Deliverables will be a completed Application and Certificate for Payment (AIA Document G702) and Schedule of Contract Values (AIA Document G703), or its equivalent, showing at least 30 percent of the project completed.

Payment 2, Deliverable/ Task 2:

- Payment 2 will be cost reimbursement. The Grantee will have completed at least 60 percent of the project prior to this payment. The performance measure documenting satisfactory completion of Deliverables will be a completed Application and Certificate for Payment (AIA Document G702) and Schedule of Contract Values (AIA Document G703), or its equivalent, showing at least 60 percent of the project completed.

Payment 3, Deliverable/ Task 3:

- Payment 3 will be cost reimbursement. The Grantee will have completed 100 percent of the project prior to this payment. The performance measure documenting satisfactory completion of Deliverables will be a completed Application and Certificate for Payment (AIA Document G702), Schedule of Contract Values (AIA Document G703), and a Certificate of Substantial Completion (AIA Document G704), or its equivalent, showing 100 percent of the project completed, including all retainage amounts paid. The performance measure documenting satisfactory completion of Deliverables will also be submission and acceptance of a Final Project Progress Report form that certifies that all project funds have been expended and the project has been closed out.
 - c) The Grantee has provided an Estimated Project Budget (which is incorporated as part of this Agreement and entitled Attachment B). All expenditures for this agreement shall be in accordance with this budget (Attachment B).
 - d) **Change Orders.** Should grant expenditures exceed the budgeted grant amount for any work item by more than 20%, the Grantee shall be required to submit a proposal for revision of the Project Budget with a written explanation for the reason(s) for deviation(s) from the original Project Budget to the Division for review and written approval.
2. **Length of Agreement.** This Agreement shall begin on **July 1, 2014**, and shall end **June 30, 2016**, unless terminated in accordance with the provisions of Section 34 of this Agreement. Contract extensions will not be granted unless Grantee is able to provide substantial written justification and the Division approves such extension. The Grantee's written request for such extension must be submitted to the Division no later than thirty (30) days prior to the termination date of this Agreement.
3. **Contract Administration.** The parties are legally bound by the requirements of this agreement. Each party's contract manager, named below, will be responsible for monitoring its performance under this Agreement, and will be the official contact for each party. Any notice(s) or other communications in regard to this agreement shall be directed to or delivered to the other party's contract manager by utilizing the information below. Any change in the contact information below should be submitted in writing to the contract manager within 10 days of the change.

For the Division of Historical Resources:

Grant Gelhardt
Florida Department of State
R.A. Gray Building
500 South Bronough Street
Tallahassee, FL 32399
Phone: 850.245.6341
Email: grant.gelhardt@dos.myflorida.com

For the Grantee:

Contact: Jay Boodheshwar
Address: 360 South County Road, Palm Beach, FL 33480
Phone: 561.838.5410
Email: jboodheshwar@townofpalmbeach.com

4. **Grant Payments.** All grant payments are requested by submitting Application and Certificate for Payment (AIA Document G702) and Schedule of Contract Values (AIA Document G703), or its equivalent. The total grant award shall not exceed \$350,000 which shall be paid by the Division in consideration for the Grantee's minimum performance as set forth by the terms and conditions of this Agreement. The grant payment schedule is outlined below:
 - a) The first payment will be cost reimbursement. Payment will be made in accordance with the completion of Deliverable 1.
 - b) The second payment will be cost reimbursement. Payment will be made in accordance with the completion of Deliverable 2.
 - c) The third payment will be cost reimbursement. Payment will be made in accordance with the completion of the Deliverable 3.
5. **Electronic Payments.** The Grantee can choose to use electronic funds transfer (EFT) to receive grant payments. All grantees wishing to receive their award through electronic funds transfer must submit a Direct Deposit Authorization form to the Florida Department of Financial Services. If EFT has already been set up for your organization, you do not need to submit another authorization form unless you have changed bank accounts. To download this form visit www.myfloridacfo.com/Division/AA/Forms/DFS-A1-26E.pdf. This page also includes tools and information that allow you to check on payments.
6. **Florida Substitute Form W-9.** A completed Substitute Form W-9 is required from any entity that receives a payment from the State of Florida that may be subject to 1099 reporting. The Department of Financial Services (DFS) must have the correct Taxpayer Identification Number (TIN) and other related information in order to report accurate tax information to the Internal Revenue Service (IRS). To register or access a Florida Substitute Form W-9 visit flvendor.myfloridacfo.com/. **A copy of the Grantee's Florida Substitute Form W-9 must be submitted with the executed Agreement.**
7. **Amendment to Contract.** Either party may request modification of the provisions of this Agreement by filing a Contract Details Amendment Request form with the Division. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement. If changes are implemented without the Division's written approval, the organization is subject to noncompliance, and the grant award is subject to reduction, partial, or complete refund to the State of Florida and termination of this agreement. The Contract Details Amendment Request form is available on the Division's website at www.flheritage.com/grants/categories/special.cfm.
8. **Financial Consequences.** The Department shall apply the following financial consequences for failure to perform the minimum level of services required by this Agreement in accordance with Sections 215.971 and 287.058, *Florida Statutes*.
 - a) First payment will be withheld if Deliverable 1 is not satisfactorily completed.

- b) Second payment will be withheld if Deliverable 2 is not satisfactorily completed.
- c) Third payment will be withheld if Deliverable 3 is not satisfactorily completed.

The Division shall reduce total grant funding for the Project in direct proportion to match contributions not met by the end of the Grant Period. This reduction shall be calculated by dividing the actual match amount by the required match amount indicated in the Historic Grant Award Agreement and multiplying the product by the grant award amount indicated in the Historic Grant Award Agreement. Pursuant to Section 19, Grantee shall refund to the Division any excess funds paid out prior to a reduction of total grant funding.

9. Development Projects.

- a) All project work must be in compliance with the **Secretary of the Interior's Standards and Guidelines** available online at www.nps/tps/standards.htm.
- b) The Grantee shall provide photographic documentation of the restoration activity. Guidelines regarding the photographic documentation is available online at www.flheritage.com/grants/categories/special.cfm.
- c) Architectural Services
 - 1. All projects shall require contracting for architectural/engineering services.
 - 2. The Grantee may request a waiver of this requirement from the Division if they believe that the architectural/engineering services are not needed for the project. The Division shall make a recommendation to the Grantee after review of the proposed project.
- d) Architectural Documents and Construction Contracts

The Grantee shall submit the architectural services contract to the Department for review and approval prior to final execution. In addition, pursuant to *Section 267.031(5)(i), Florida Statutes*, the Grantee shall submit architectural planning documents to the Department for review and approval at the following stages of development:

- 1. Upon completion of **schematic design**;
 - 2. Upon completion of **design development and outline specifications**; and
 - 3. Upon completion of **100% construction documents and project manual**, prior to execution of the construction contract.
- e) For the construction phase of a project, in addition to the review submissions indicated above, a copy of the construction contract must be submitted to the Department for review and approval prior to final execution. Department review and approval of said contracts shall not be construed as acceptance by or imposition upon the Department of any financial liability in connection with said contracts.

f) For projects involving ground disturbance (examples include: historic building or structure relocation, grading and site work, installation of sewer and water lines, subgrade foundation repairs or damp proofing, construction of new foundations and installation of landscape materials), the Grantee shall ensure that the following requirements are included in all contracts for architectural and engineering services:

1. Ground disturbance around historic buildings or elsewhere on the site shall be minimized, thus reducing the possibility of damage to or destruction of significant archaeological resources.
2. If an archaeological investigation of the Project site has not been completed, the architect or engineer shall contact the Department for assistance in determining the actions necessary to evaluate the potential for adverse effects of Project ground disturbing activities on significant archaeological resources.
3. Significant archaeological resources shall be protected and preserved in place whenever possible. Heavy machinery shall not be allowed in areas where significant archaeological resources may be disturbed or damaged.
4. When preservation of significant archaeological resources in place is not feasible, a mitigation plan shall be developed in consultation with and approved by the Department's Compliance Review Section (contact information available online at www.flheritage.com). The mitigation plan shall be implemented under the direction of an archaeologist meeting the Secretary of the Interiors' Professional Qualification Standards for Archeology.
5. Documentation of archaeological investigation and required mitigation actions shall be submitted to the Compliance Review Section for review and approval. This documentation shall conform to the *Secretary of the Interior's Standards for Archaeological Documentation*, and the reporting standards of the Compliance Review Section set forth in *Chapter 1A-46, Florida Administrative Code*.

10. Credit Line(s) to Acknowledge Grant Funding. Pursuant to Section 286.25, *Florida Statutes*, all construction projects shall display a project identification sign in a prominent location at the Project site and shall maintain said sign while work is in progress. The sign must be a minimum of eight (8) square feet in area, be constructed of plywood or other durable material, and shall contain the following acknowledgment of grant assistance:

- a) "This project is sponsored in part by the Department of State, Division of Historical Resources and the State of Florida."
- b) Any variation in the above specifications must receive prior approval in writing by the Department. The cost of preparation and erection of the project identification sign are allowable project costs. Routine maintenance costs of project signs are not allowable project costs.

11. Restrictive Covenant. For all grant-assisted projects involving real property, except as exempted below, Restrictive Covenants, available online at www.flheritage.com/grants/categories/special.cfm must be recorded with the deed. By recording the referenced Restrictive Covenants, the Grantee agrees

to the continued maintenance, repair and administration of the property receiving grant assistance in a manner satisfactory to the Department for a period of ten (10) years from the date of recordation. The Grantee shall have the Restrictive Covenants fully executed and duly recorded by the Clerk of the Circuit Court in the county in which the property is located. No grant funds will be released prior to Department receipt of a recorded copy of the Restrictive Covenants. Exceptions to this requirement are real properties owned by the State of Florida or the Federal Government, museum exhibits, archaeological sites, and movable historic objects such as locomotives, railcars, marine vessels and aircraft.

12. Preservation Agreement. For all grant-assisted projects involving property other than real property (e.g., locomotives, railcars, marine vessels, aircraft and other movable objects) execution of the Preservation Agreement, available online at www.flheritage.com/grants/, is required. By executing the referenced Preservation Agreement, the Grantee agrees to the continued maintenance, repair and administration of the property receiving grant assistance in a manner satisfactory to the Department for a period of ten (10) years from the date of execution. For projects involving property other than real property, no grant funds will be released prior to Department receipt of two completed and signed copies of the Preservation Agreement.

13. Encumbrance of Funds. The Grantee shall execute a binding contract for at least a part of the approved Scope of Work by **September 30, 2015**. All grant funds must be encumbered under the terms of a binding contractual agreement by **December 30, 2015**, except as allowed below.

- a) **Extension of Encumbrance Deadline:** The encumbrance deadline indicated above may be extended by written approval of the Division. To be eligible for this extension, the Grantee must demonstrate to the Division that full encumbrance of grant funding and the required match by binding contract(s) is achievable by the end of the requested extended encumbrance period. The Grantee's written request for extension of the encumbrance deadline must be submitted to the Department no later than fifteen (15) days prior to the encumbrance deadline indicated above. The maximum extension of the encumbrance period shall be thirty (30) days.
- b) **Encumbrance Deadline Exception:** For projects not involving contract services the Grantee and the Department shall consult on a case-by-case basis to develop an acceptable encumbrance schedule.

14. Grant Reporting Requirements. The Grantee must submit the following reports to the Division, using the Project Progress Report form. The Project Progress Report form is available on the Division's website at www.flheritage.com/grants/categories/special.cfm.

- a) **First Project Progress Report** is due by January 31, 2016, for the period ending December 31, 2015.
- b) **Final Report.** The Grantee must submit a Final Report to the Division by June 30, 2016.

15. Matching Funds. The Grantee is not required to provide a match.

- 16. Grant Completion Deadline.** The grant completion deadline is **June 30, 2016**. The Grant Completion Deadline is the date when the project is 100% complete and all grant and matching funds have been paid out in accordance with the work described in the Scope of Work, detailed in the Estimated Project Budget. If the Grantee finds it necessary to request an extension of the Grant Completion Deadline, the extension may not exceed 120 days, unless the Grantee can demonstrate extenuating circumstances as described in Section 17 of this Agreement.
- 17. Extension of the Grant Completion Deadline.** An extension of the completion date must be requested at least thirty (30) days prior to the end of the grant period and may not exceed 120 days, unless the Grantee can clearly demonstrate extenuating circumstances. An extenuating circumstance is one that is beyond the control of the Grantee, and one that prevents timely completion of the project such as a natural disaster, death or serious illness of the individual responsible for the completion of the project, litigation related to the project, or failure of the contractor or architect to provide the services for which they were contracted to provide. An extenuating circumstance does not include failure to read or understand the administrative requirements of a grant or failure to raise sufficient matching funds. Prior written approval is required for extensions.
- 18. Non-allowable Grant Expenditures.** The Grantee agrees to expend all grant funds received under this agreement solely for the purposes for which they were authorized and appropriated. Expenditures shall be in compliance with the state guidelines for allowable project costs as outlined in the Department of Financial Services' Reference Guide for State Expenditures, which are incorporated by reference and are available online at www.myfloridacfo.com/aadir/reference_guide/. In addition, the following are not allowed as grant or matching expenditures:
- a) Expenditures for work not included in the Approved Scope of Work;
 - b) Costs of goods and services not procured in accordance with procurement procedures set forth in the Historic Preservation Grant Award Agreement;
 - c) Expenses incurred or obligated prior to or after the grant period;
 - d) Expenditures for work not consistent with the applicable preservation standards (see subsection 1A-39.002(31), F.A.C.);
 - e) Expenditures for Furniture and Equipment, unless specifically authorized as a part of a grant project;
 - f) Expenses associated with lobbying or attempting to influence federal, state, or local legislation, the judicial branch, or any state agency;
 - g) Private entertainment, food, beverages, plaques, awards, or gifts;
 - h) Costs or value of donations or in-kind contributions not documented in accordance with the provisions of the Historic Preservation Grant Award Agreement;
 - i) Indirect costs, except indirect costs for Statewide Special Projects and grants providing technical assistance to the statewide Florida Main Street Program, which shall be considered on a case-by-case basis but shall not exceed 20% of the grant award amount;
 - j) Project Administrative Expenditures, whether grant expenditures or match contributions, which in aggregate exceed 10% of the grant award amount;
 - k) Costs for projects having as their primary purpose the fulfillment of federal or state historic preservation regulatory requirements, specifically, costs of consultation and mitigation measures required under Section 106 of the *National Historic Preservation Act of 1966*, as amended through 2006, or under Section 267.031, F.S.;

- l) Projects which are restricted to private or exclusive participation, which shall include restricting access on the basis of sex, race, color, religion, national origin, disability, age, handicap, or marital status;
- m) Grantee operational support (i.e., organization salaries, travel, supplies) (Note: project-specific travel costs shall be allowed if requested in the application, included in the Project Budget and clearly demonstrated by the applicant to be essential to completion of the proposed project);
- n) Vehicular circulation and parking (Exception: provision of code-required handicapped parking pad);
- o) Sidewalks, landscape features, planting, irrigation systems and site lighting (Exception: sidewalk required to link code-required handicapped parking pad to the accessible entry, planting required to halt erosion, and limited site lighting required for security, if included in the Approved Scope of Work);
- p) Capital improvements to non-historic properties (except as approved for Museum Exhibit projects);
- q) Capital improvements to the interior of religious properties (Exception: repairs to primary elements of the structural system. Examples include: foundation repairs, repairs to columns, load bearing wall framing, roof framing, masonry repairs, and window and exterior door repairs);
- r) Code-required accessibility improvements for religious properties;
- s) Insurance costs (Exception: costs for builder's risk, workers compensation and contractor's liability insurance); and
- t) Purchase of equipment (other than equipment incorporated as capital improvements into a historic building during restoration or rehabilitation, and equipment required for a museum exhibit). If special equipment is required for completion of the Project and said equipment is included in the Approved Scope of Work for the Project as an eligible grant expense, it shall be rented for the grant term. If the value of special equipment is to be used as a match contribution, the value of the match contribution shall be limited to the cost of rental for the grant period at the market rate for such rental in the region.

19. Unobligated and Unearned Funds and Allowable Costs. In accordance with Section 215.971, *Florida Statutes*, the Grantee shall refund to the State of Florida any balance of unobligated funds which has been advanced or paid to the Grantee. In addition, funds paid in excess of the amount to which the recipient is entitled under the terms and conditions of the agreement must be refunded to the state agency. Further, the recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period. Expenditures of state financial assistance must be in compliance with the laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the *Reference Guide for State Expenditures*.

20. Repayment. All refunds or repayments to be made to the Department under this agreement are to be made payable to the order of the "Department of State" and mailed directly to the following address: Florida Department of State, Attention: Grant Gelhardt, Division of Historical Resources, 500 South Bronough Street Tallahassee, FL 32399. In accordance with Section 215.34(2), *Florida Statutes*, if a check or other draft is returned to the Department for collection, Recipient shall pay to the Department a service fee of \$15.00 or five percent (5%) of the face amount of the returned check or draft, whichever is greater.

- 21. Single Audit Act.** Each grantee, other than a grantee that is a State agency, shall submit to an audit pursuant to Section 215.97, *Florida Statutes*. See Attachment C for additional information regarding this requirement.
- 22. Retention of Accounting Records.** Financial records, supporting documents, statistical records, and all other records including electronic storage media pertinent to the Project shall be retained for a period of five (5) years after the close out of the grant. If any litigation or audit is initiated, or claim made, before the expiration of the five-year period, the records shall be retained until the litigation, audit, or claim has been resolved.
- 23. Obligation to Provide State Access to Grant Records.** The Grantee must make all grant records of expenditures, copies of reports, books, and related documentation available to the Division or a duly authorized representative of the State of Florida for inspection at reasonable times for the purpose of making audits, examinations, excerpts, and transcripts.
- 24. Obligation to Provide Public Access to Grant Records.** The Division reserves the right to unilaterally cancel this Agreement in the event that the Grantee refuses public access to all documents or other materials made or received by the Grantee that are subject to the provisions of Chapter 119, *Florida Statutes*, known as the *Florida Public Records Act*. The Grantee must immediately contact the Division's Contract Manager for assistance if it receives a public records request related to this Agreement.
- 25. Noncompliance with Grant Requirements.** Any applicant that has not submitted required reports or satisfied other administrative requirements for other Division of Historical Resources grants or grants from any other Office of Cultural, Historical, and Information Programs (OCHIP) Division will be in noncompliance status and subject to the OCHIP Grants Compliance Procedure. (OCHIP Divisions include the Division of Cultural Affairs, the Division of Historical Resources, and the Division of Library and Information Services.) Grant compliance issues must be resolved before a grant award agreement may be executed, and before grant payments for any OCHIP grant may be released.
- 26. Accounting Requirements.** The Grantee must maintain an accounting system that provides a complete record of the use of all grant funds as follows:
 - a) The accounting system must be able to specifically identify and provide audit trails that trace the receipt, maintenance, and expenditure of state funds;
 - b) Accounting records must adequately identify the sources and application of funds for all grant activities and must classify and identify grant funds by using the same budget categories that were approved in the grant application. If Grantee's accounting system accumulates data in a different format than the one in the grant application, subsidiary records must document and reconcile the amounts shown in the Grantee's accounting records to those amounts reported to the Division.

- c) An interest-bearing checking account or accounts in a state or federally chartered institution may be used for revenues and expenses described in the Scope of Work and detailed in the Estimated Project Budget.
- d) The name of the account(s) must include the grant award number;
- e) The Grantee's accounting records must have effective control over and accountability for all funds, property, and other assets; and
- f) Accounting records must be supported by source documentation and be in sufficient detail to allow for a proper pre-audit and post-audit (such as invoices, bills, and canceled checks).

27. Availability of State Funds. The State of Florida's performance and obligation to pay under this Agreement are contingent upon an annual appropriation by the Florida Legislature. In the event that the state funds upon which this Agreement is dependent are withdrawn, this Agreement will be automatically terminated and the Division shall have no further liability to the Grantee, beyond those amounts already expended prior to the termination date. Such termination will not affect the responsibility of the Grantee under this Agreement as to those funds previously distributed. In the event of a state revenue shortfall, the total grant may be reduced accordingly.

28. Independent Contractor Status of Grantee. The Grantee, if not a state agency, agrees that its officers, agents and employees, in performance of this Agreement, shall act in the capacity of independent contractors and not as officers, agents, or employees of the state. The Grantee is not entitled to accrue any benefits of state employment, including retirement benefits and any other rights or privileges connected with employment by the State of Florida.

29. Grantee's Subcontractors. The Grantee shall be responsible for all work performed and all expenses incurred in connection with this Agreement. The Grantee may subcontract, as necessary, to perform the services and to provide commodities required by this Agreement. The Division shall not be liable to any subcontractor(s) for any expenses or liabilities incurred under the Grantee's subcontract(s), and the Grantee shall be solely liable to its subcontractor(s) for all expenses and liabilities incurred under its subcontract(s). The Grantee must take the necessary steps to ensure that each of its subcontractors will be deemed to be "independent contractors" and will not be considered or permitted to be an agents, servants, joint venturers, or partners of the Division.

30. Liability. The Division will not assume any liability for the acts, omissions to act, or negligence of, the Grantee, its agents, servants, or employees; nor may the Grantee exclude liability for its own acts, omissions to act, or negligence, to the Division.

- a) The Grantee shall be responsible for claims of any nature, including but not limited to injury, death, and property damage arising out of activities related to this Agreement by the Grantee, its agents, servants, employees, and subcontractors. The Grantee shall indemnify and hold the Division harmless from any and all claims of any nature and shall investigate all such claims at its own expense. If the Grantee is governed by Section 768.28, *Florida Statutes*, it shall only be obligated in accordance with this Section.

- b) Neither the state nor any agency or subdivision of the state waives any defense of sovereign immunity, or increases the limits of its liability, by entering into this Agreement.
- c) The Division shall not be liable for attorney fees, interest, late charges or service fees, or cost of collection related to this Agreement.
- d) The Grantee shall be responsible for all work performed and all expenses incurred in connection with the project. The Grantee may subcontract as necessary to perform the services set forth in this Agreement, including entering into subcontracts with vendors for services and commodities; and provided that it is understood by the Grantee that the Department shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

31. Strict Compliance with Laws. The Grantee shall perform all acts required by this Agreement in strict conformity with all applicable laws and regulations of the local, state and federal law.

32. No Discrimination. The Grantee may not discriminate against any employee employed under this Agreement, or against any applicant for employment because of race, color, religion, gender, national origin, age, handicap or marital status. The Grantee shall insert a similar provision in all of its subcontracts for services under this Agreement.

33. Breach of Agreement. The Division will demand the return of grant funds already received, will withhold subsequent payments, and/or will terminate this agreement if the Grantee improperly expends and manages grant funds, fails to prepare, preserve or surrender records required by this Agreement, or otherwise violates this Agreement.

34. Termination of Agreement. The Division will terminate or end this Agreement if the Grantee fails to fulfill its obligations herein. In such event, the Division will provide the Grantee a notice of its violation by letter, and shall give the Grantee fifteen (15) calendar days from the date of receipt to cure its violation. If the violation is not cured within the stated period, the Division will terminate this Agreement. The notice of violation letter shall be delivered to the Grantee's Contract Manager, personally, or mailed to his/her specified address by a method that provides proof of receipt. In the event that the Division terminates this Agreement, the Grantee will be compensated for any work completed in accordance with this Agreement, prior to the notification of termination, if the Division deems this reasonable under the circumstances. Grant funds previously advanced and not expended on work completed in accordance with this Agreement shall be returned to the Division, with interest, within thirty (30) days after termination of this Agreement. The Division does not waive any of its rights to additional damages, if grant funds are returned under this Section.

35. Preservation of Remedies. No delay or omission to exercise any right, power, or remedy accruing to either party upon breach or violation by either party under this Agreement, shall impair any such right, power or remedy of either party; nor shall such delay or omission be construed as a waiver of any such breach or default, or any similar breach or default.

- 36. Non-Assignment of Agreement.** The Grantee may not assign, sublicense nor otherwise transfer its rights, duties or obligations under this Agreement without the prior written consent of the Division, which consent shall not unreasonably be withheld. The agreement transferee must demonstrate compliance with the requirements of the project. If the Division approves a transfer of the Grantee's obligations, the Grantee shall remain liable for all work performed and all expenses incurred in connection with this Agreement. In the event the Legislature transfers the rights, duties, and obligations of the Division to another governmental entity pursuant to Section 20.06, *Florida Statutes*, or otherwise, the rights, duties, and obligations under this Agreement shall be transferred to the successor governmental agency as if it was the original party to this Agreement.
- 37. Required Procurement Procedures for Obtaining Goods and Services.** The Grantee shall provide maximum open competition when procuring goods and services related to the grant-assisted project in accordance with Section 287.057, *Florida Statutes*.
- 38. Conflicts of Interest.** The Grantee hereby certifies that it is cognizant of the prohibition of conflicts of interest described in Sections 112.311 through 112.326, *Florida Statutes*, and affirms that it will not enter into or maintain a business or other relationship with any employee of the Department of State that would violate those provisions. The Grantee further agrees to seek authorization from the General Counsel for the Department of State prior to entering into any business or other relationship with a Department of State Employee to avoid a potential violation of those statutes.
- 39. Binding of Successors.** This Agreement shall bind the successors, assigns and legal representatives of the Grantee and of any legal entity that succeeds to the obligations of the Division of Historical Resources.
- 40. No Employment of Unauthorized Aliens.** The employment of unauthorized aliens by the Grantee is considered a violation of Section 274A (a) of the Immigration and Nationality Act. If the Grantee knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement.
- 41. Severability.** If any term or provision of the Agreement is found to be illegal and unenforceable, the remainder will remain in full force and effect, and such term or provision shall be deemed stricken.
- 42. Americans with Disabilities Act.** All programs and facilities related to this Agreement must meet the standards of Sections 553.501-553.513, *Florida Statutes*, and the Americans with Disabilities Act of 1990.
- 43. Governing Law.** This Agreement shall be construed, performed, and enforced in all respects in accordance with the laws and rules of Florida. Venue or location for any legal action arising under this Agreement will be in Leon County, Florida.
- 44. Entire Agreement.** The entire Agreement of the parties consists of the following documents:
- a) This Agreement
 - b) Project Description (Attachment A)
 - c) Estimated Project Budget (Attachment B)
 - d) Single Audit Act Requirements and Exhibit I (Attachment C)

In acknowledgment of Grant Number MP512 provided for from funds appropriated in the FY 2014-2015 General Appropriation Act in the amount of \$350,000, I hereby certify that I have read this entire Agreement, and will comply with all of its requirements.

Department of State:
By: _____
Robert F. Bendus, Division Director

Grantee:
By: _____
Thomas G. Bradford, Town Manager

Typed name and title

Typed name and title

Witness

Witness

Date

Date

***If the authorizing official signing above on behalf of the grantee organization is not the chief executive officer or equivalent, then another authorized official must sign below.**

On behalf of the governing body of the Grantee organization, I hereby acknowledge awareness of, and agree to comply with all of the requirements of this Grant Agreement.

Signature

Typed name and title

Witness

Date

ATTACHMENT A**Project Description**

The Town of Palm Beach has developed design for a second phase (Phase 2) of improvements in the Town Hall Historic District. These improvements include streetscaping, landscaping, restoration of the Mizner Memorial Fountain, and general infrastructure improvements on South County Road between Chilean Avenue and Brazilian Avenue in the Town. This area includes Memorial Park which contains the Mizner Memorial Fountain.

Phase 1 of the project included the restoration of the main fountain sculpture at the south end of Memorial Park, which was partially funded by a grant from the State of Florida. A portion of the Phase 2 plan of improvements includes restoration, repair, and replication of deteriorated and damaged portions of the Mizner Memorial Fountain stone work that surround both the main fountain sculpture and linear fountain elements. Plans and specifications for this element of the work have been developed by the same team of professionals and historic preservationist consultants that prepared the repair design for the main fountain sculpture, which has provided for consistency in how the damaged and deteriorated stone elements will be addressed.

The specific stone repair elements included in Phase 2 of the project are more specifically and graphically described in the plans and specifications for the project. At this time, it is anticipated that the stone work elements adjacent to the reflecting pool, which is funded by this grant, will carry a line item cost of \$375,800 when performed concurrently with the rest of the project.

ATTACHMENT B**Estimated Project Budget**

Budget Item Number	Description	Grant Funds	Cash Match	In- Kind Match	Total
1	Stone Flatwork	\$350,000	\$25,800	\$0	\$375,800
	TOTAL	\$350,000	\$25,800	\$0	\$375,800

ATTACHMENT C**FLORIDA SINGLE AUDIT ACT REQUIREMENTS****AUDIT REQUIREMENTS**

The administration of resources awarded by the Department of State to the Grantee may be subject to audits and/or monitoring by the Department of State as described in this Addendum to the Grant Award Agreement.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F -- Audit Requirements, and Section 215.97, *Florida Statutes*, monitoring procedures may include, but not be limited to, on-site visits by Department of State staff, limited scope audits as defined by 2 CFR §200.328, and/or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of State. In the event the Department of State determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department of State staff to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer or Auditor General.

AUDITS**PART I: FEDERALLY FUNDED**

This part is applicable if the recipient is a State or local government or a non-profit organization that has received federal funds awarded through the Department of State. EXHIBIT 1 to this attachment indicates whether federal resources have been awarded through the Department of State by this agreement.

2 CFR §200.501 Audit Requirements

(a) *Audit required.* A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of this part.

(b) *Single audit.* A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single audit conducted in accordance with 2 CFR §200.514 Scope of audit except when it elects to have a program-specific audit conducted in accordance with paragraph (c) of this section.

(c) *Program-specific audit election.* When an auditee expends Federal awards under only one Federal program (excluding R&D) and the Federal program's statutes, regulations, or the terms and conditions of

the Federal award do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific audit conducted in accordance with 2 CFR §200.507 Program-specific audits. A program-specific audit may not be elected for R&D unless all of the Federal awards expended were received from the same Federal agency, or the same Federal agency and the same pass-through entity, and that Federal agency, or pass-through entity in the case of a subrecipient, approves in advance a program-specific audit.

(d) *Exemption when Federal awards expended are less than \$750,000.* A non-Federal entity that expends less than \$750,000 during the non-Federal entity's fiscal year in Federal awards is exempt from Federal audit requirements for that year, except as noted in 2 CFR §200.503 Relation to other audit requirements, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and Government Accountability Office (GAO).

(e) *Federally Funded Research and Development Centers (FFRDC).* Management of an auditee that owns or operates a FFRDC may elect to treat the FFRDC as a separate entity for purposes of this part.

(f) *Subrecipients and Contractors.* An auditee may simultaneously be a recipient, a subrecipient, and a contractor. Federal awards expended as a recipient or a subrecipient are subject to audit under this part. The payments received for goods or services provided as a contractor are not Federal awards. Section §200.330 Subrecipient and contractor determinations should be considered in determining whether payments constitute a Federal award or a payment for goods or services provided as a contractor.

(g) *Compliance responsibility for contractors.* In most cases, the auditee's compliance responsibility for contractors is only to ensure that the procurement, receipt, and payment for goods and services comply with Federal statutes, regulations, and the terms and conditions of Federal awards. Federal award compliance requirements normally do not pass through to contractors. However, the auditee is responsible for ensuring compliance for procurement transactions which are structured such that the contractor is responsible for program compliance or the contractor's records must be reviewed to determine program compliance. Also, when these procurement transactions relate to a major program, the scope of the audit must include determining whether these transactions are in compliance with Federal statutes, regulations, and the terms and conditions of Federal awards.

(h) *For-profit subrecipient.* Since this part does not apply to for-profit subrecipients, the pass-through entity is responsible for establishing requirements, as necessary, to ensure compliance by for-profit subrecipients. The agreement with the for-profit subrecipient should describe applicable compliance requirements and the for-profit subrecipient's compliance responsibility. Methods to ensure compliance for Federal awards made to for-profit subrecipients may include pre-award audits, monitoring during the agreement, and post-award audits. See also §200.331 Requirements for pass-through entities.

The Internet web address listed below will assist recipients in locating documents referenced in the text of this agreement and the interpretation of compliance issues.

U.S. Government Printing Office
www.ecfr.gov

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2)(l), *Florida Statutes* and had received state funds awarded by the Department of State. EXHIBIT 1 to this attachment indicates whether state resources have been awarded by the Department of State by this agreement.

Section 215.97 *Florida Statutes* Single Audit Requirements

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, *Florida Statutes*; applicable rules of the Executive Office of the Governor and the Chief Financial Officer; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this agreement indicates state financial assistance awarded through the Department of State by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of State, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), *Florida Statutes*. This includes submission of a financial reporting package as defined by Section 215.97(2)(d), *Florida Statutes*, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, *Florida Statutes*, is not required. In the event that the recipient expends less than \$500,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, *Florida Statutes*, the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

The Internet web addresses listed below will assist recipients in locating documents referenced in the text of this agreement and the interpretation of compliance issues.

State of Florida Department Financial Services (Chief Financial Officer)
www.fldfs.com/

State of Florida Legislature (Statutes, Legislation relating to the Florida Single Audit Act)
www.leg.state.fl.us/

PART III: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR §200.512, and required by PART I of this agreement shall be submitted, when required by 2 CFR §200.512, by or on behalf of the recipient directly to each of the following:

- A. The Department of State at the following address:

Office of Inspector General
Florida Department of State
R. A. Gray Building, Room 114A
500 South Bronough St.
Tallahassee, FL 32399-0250

- B. The Federal Audit Clearinghouse electronically at harvester.census.gov/sac/ as designated in 2 CFR §200.512

- C. Other Federal agencies and pass-through entities in accordance with 2 CFR §200.513

2. In the event that a copy of the reporting package for an audit required by PART I of this agreement and conducted in accordance 2 CFR §200.501 Audit Requirements, is not required to be submitted to the Department of State for the reasons pursuant to 2 CFR §200.501, the recipient shall submit the required written notification pursuant to 2 CFR §200.501 (d) and a copy of the recipient's audited schedule of expenditures of Federal awards directly to the following:

Office of Inspector General
Florida Department of State
R. A. Gray Building, Room 114A
500 South Bronough St.
Tallahassee, FL 32399-0250

3. Copies of financial reporting packages required by PART II of this agreement shall be submitted by or on behalf of the recipient directly to the following:

- A. The Department of State at the following address:

Office of Inspector General
Florida Department of State
R. A. Gray Building, Room 114A
500 South Bronough St.
Tallahassee, FL 32399-0250

B. The Auditor General's Office at the following address:

Auditor General's Office
Room 401, Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

4. Any reports, management letter, or other information required to be submitted to the Department of State pursuant to this agreement shall be submitted timely in accordance with 2 CFR Part 200, Subpart F—Audit Requirements, Section 215.97, *Florida Statutes*, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), *Rules of the Auditor General*, as applicable.
5. Recipients, when submitting financial reporting packages to the Department of State for audits done in accordance with 2 CFR Part 200, Subpart F or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), *Rules of the Auditor General*, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART IV: RECORD RETENTION

1. The recipient shall retain sufficient records demonstrating its compliance with the terms of this agreement for a period of five years from the date the audit report is issued, and shall allow the Department of State, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of State, or its designee, Chief Financial Officer, or Auditor General upon request for a period of three years from the date the audit report is issued, unless extended in writing by the Department of State.

EXHIBIT 1

FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT
CONSIST OF THE FOLLOWING:

Not Applicable.

COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED
PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

Not Applicable.

STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT
CONSIST OF THE FOLLOWING:

MATCHING RESOURCES FOR FEDERAL PROGRAMS:

Not Applicable.

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

Florida Department of State Special Category Grant, CSFA Number 45.032
Award Amount: \$350,000

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED
PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

As contained in the Compliance Supplement to CSFA Number 45.032. **APPENDIX 1**

TOWN OF PALM BEACH

Information for Town Council Meeting on: August 11, 2015

To: Mayor and Town Council

Via: Thomas G. Bradford, Town Manager

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

Re: Approve Purchase Order(s) for Final Design/Permitting and Construction Phase Engineering Services for the Town Hall Square Phase II Accelerated Capital Improvement Program, Phase 2
Resolution No. 107-2015

DATE: July 22, 2015

STAFF RECOMMENDATION

Staff recommends that Town Council approve Resolution No. 107-2015 approving Purchase Order(s) for Final Design/Permitting and Construction Phase Engineering Services to Kimley-Horn and Associates, Inc. (KHA) for the Town Hall Square Phase II in an amount not-to-exceed \$300,226 and establishing a total engineering services budget of \$335,000, including contingency.

GENERAL INFORMATION

At the February 11, 2014 Town Council meeting, Town Council approved the ranking of the selection committee for the Engineering Services for the Town Hall Square Restoration Project. Town Council approved by Resolution No. 31-2014 the selection committee's recommendation that the RFQ be awarded to Kimley-Horn.

At the April 14, 2015 Town Council meeting, staff confirmed with Town Council the Town Hall Square Phase II project scope and provided a project update along with a look ahead of the project milestones.

Since the April 14, 2015 Town Council meeting, the Town's Consultant, KHA, and Town staff went before the Landmarks Preservation Commission for an informal review on June 17, 2015 and to the Town Council for Development Review on July 15, 2015. The Town Hall Square Phase II presentation was well received by both the Commission and the Town Council and approved with minor comments.

The project was recently presented at the Landmarks Preservation Commission on July 23, 2015 for a formal "Certificate of Appropriateness" and was approved.

In an effort to meet the October 2015 project start that the Town Manager's office presented to Town Council at the June 9, 2015 Town Council meeting, Town staff and KHA have negotiated a proposal that consisted of three individual tasks:

1. Phase II "Permitting and Pre-Construction Assistance" (Final Design)
2. Phase II-A "Construction Phase Engineering Services" (this is for all work within the Memorial Park)
3. Phase II-B "Construction Phase Engineering Services" (this is for all work outside the Park limits)

Staff will only issue a purchase order to KHA for the task of Final Design and Permitting Phase services in the amount of \$41,980 at this time. As part of the first task, the consultant would begin the permit process with FDOT as these permits will need to be in place for the start of construction. The permitting process through FDOT could take 6-8 weeks or more. Included in the first task, KHA will assist Public Works staff in reviewing the GMP.

As the Construction of the Town Hall Square Phase II Project is still very fluid, the remaining two tasks of Construction Phase Engineering Services for Phase II-A and Phase II-B would be issued under a separate purchase order(s) with the Town Manager's approval at the appropriate times. The Construction Phase Engineering Services tasks include engineering plan updates, shop drawing reviews, site visits, maintaining daily reports, progress photos, review of contractor pay-applications and change orders, attending meetings, preparing meeting minutes, and assisting Town staff with onsite observations, inspections, and grant documentation for Memorial Park, etc.

Staff has negotiated a contract for Final Design/Permitting and Construction Phase Engineering Services with KHA in the amount of \$300,226 with a contingency of \$34,774 for a total Final Design/Permitting and Construction Phase budget of \$335,000. Staff also requests that Town Council authorize the Town Manager to approve the Construction Phase Engineering Services tasks as necessary, within budget.

FUNDING/FISCAL IMPACT

Funding for the Design, Bid, Permitting, Construction Phase Engineering Services and the construction of this project is to be funded by a State Grant, assessments, and donations. The balance of the project is contained within the Accelerated Capital Improvement Program Phase 2.

PURCHASING REVIEW

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

TOWN ATTORNEY REVIEW

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

Attachment

cc: Jane Struder, Director of Finance
William Francis, P.E., Town Engineer
Michael A. Roach, P.E., Project Engineer
Doug Terry, Water Resources Division Manager
Adis Pedraza, Purchasing Manager

RESOLUTION NO. 107-2015

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING PURCHASE ORDER(S) FOR FINAL DESIGN/PERMITTING AND CONSTRUCTION PHASE ENGINEERING SERVICES FOR THE TOWN HALL SQUARE PHASE II TO KIMLEY-HORN AND ASSOCIATES, INC., IN AN AMOUNT NOT TO EXCEED \$300,226, AND ESTABLISHING AN ENGINEERING SERVICES BUDGET OF \$335,000.

* * * * *

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

Section 1. The Town Council of the Town of Palm Beach hereby approves the issuance of purchase order(s) for Final Design/Permitting and Construction Phase Engineering Services for Town Hall Square Phase II to Kimley-Horn and Associates, Inc., in an amount not to exceed \$300,226, and establishes an engineering services budget of \$335,000.

Section 2. The Town Manager is hereby authorized to execute purchase order(s) on behalf of the Town of Palm Beach for this improvement, and is authorized to approve additional tasks, as necessary, within budget.

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

PASSED AND ADOPTED in a regular, adjourned session of the Town Council of the Town of Palm Beach on this 11th day of August 2015.

Gail L. Coniglio, Mayor

Michael J. Pucillo, Town Council President

Richard M. Kleid, Council President Pro Tem

Danielle H. Moore, Town Council Member

ATTEST:

Penelope D. Townsend, Town Council Member

Susan A. Owens, MMC, Town Clerk

Robert N. Wildrick, Town Council Member



July 16, 2015

July 22, 2015 (revised)

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

**RE: *Town Hall Square Streetscape and Infrastructure Improvement Project Phase IIA-B
Construction Phase Assistance***

Dear Mike,

Kimley-Horn is pleased to submit this proposal to The Town of Palm Beach ("TOWN") for providing consulting services related to Phase II of the Town Hall Square Streetscape and Infrastructure Improvement Project in the Town of Palm Beach. Our project understanding, scope of services, schedule, and fee follow.

Project Understanding

At the October 2014 Town Council Meeting, Phase II of the above referenced project was approved to proceed. Phase II consists of all elements contained in the previous design with the exception of the parallel parking adjacent to the linear fountain. Additionally, it was decided that the existing angled parking near the southwest corner of Brazilian and South County Road (S.R. A1A) would remain in its current configuration. The revised project is currently going through the Site Plan review and Landmarks Commission approval process. We anticipate this process to be completed in July 2015.

Once the Phase II plans have been approved by the Town Council and the Landmarks Commission, permit application submittals to the Florida Department of Transportation, Town of Palm Beach Building Department, and Palm Beach County Environmental Resources Management (fuel tank) will be made related to the proposed improvements. We will also assist the Town during the GMP development phase with the Town's Construction Manager at Risk (CMAR), Burkhardt Construction.

It is our understanding that a portion of the project will be partially funded through a historic preservation grant from the state of Florida. Grant administration services during the construction phase will be provided by Research Atlantica (Jane Day).

Phase II of the project will be broken into two separate sub-phases; Phase IIA and Phase IIB. Phase IIA consists of all of the improvements within the Memorial Park area which essentially encompasses the center median area (Town Property) of South County Road. Phase IIB consists of the balance of the proposed improvements which are largely within the FDOT right of Way (South County Road). It is anticipated that Phase IIA will start construction in September 2015 and be complete in December 2015. Phase IIB is anticipated to start in May 2016 and be completed in October 2016.

The team of Kimley-Horn, Bridges, Marsh Architects (BMA), Sanchez & Maddux (SMI), Research Atlantica (RA), Conservation Solutions, Inc. (CSI), and Wojcieszak & Associates (WOJ), collectively

referred to as the "Kimley-Horn Team", will work collaboratively to perform the services as specifically described in our below scope of services to assist the Town staff through the process.

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

Scope of Services

The Kimley-Horn Team will provide consulting services as specifically stated below:

Phase II - Permitting and Pre-Construction Assistance

The Kimley-Horn Team will revise the plans to reflect the decisions made by the Town Council at the October 2014 meeting and at subsequent meetings from this date. The construction plans will require revisions to accommodate the Town's requests. We will coordinate with our team members to update the plans so they are ready to be submitted to the regulatory agencies.

We will submit the revised construction plans to the Town for review. We will meet with the Town to review the documents and respond to one round of review comments from Town staff prior to finalizing the documents for permitting. We will meet with the Town's CMAR and respond to requests for clarification during their development of the GMP. We will review the GMP and attend one meeting with the Town and CMAR to discuss our comments.

It is anticipated that the following permits will be required for this project from the following agencies:

- City of West Palm Beach Utilities Approval
- Florida Department of Transportation (FDOT) Right of Way Improvement Permit
- Florida Department of Transportation (FDOT) General Utility Permit
- Florida Department of Transportation (FDOT) Drainage Connection Permit
- Florida Department of Transportation (FDOT) Landscaping Permit
- Florida Department of Transportation (FDOT) Construction Agreement and Maintenance Memorandum of Agreement (MMOA)
- Palm Beach County Environmental Resources Management Fuel Tank Review
- Town of Palm Beach Building Department Permit

KHA will respond to a maximum of one (1) request for additional information from each agency. Additional revisions or changes in response to subsequent review comments requested by the Town shall be provided as an Additional Service. Any significant plan revisions caused by changing agency criteria after our initial design is reviewed with each appropriate agency and similar factors outside of KHA's control, additional meetings or coordination will be considered as Additional Services.

Phase IIA – Construction Phase Services

Pre-Construction Conference. Kimley-Horn will attend the pre-construction conference conducted by the Town's CM-at-Risk.

Progress Meetings. Kimley-Horn will attend weekly progress meetings during the four month project construction duration (up to 18 progress meetings). Subconsultant team members will attend meetings as appropriate for the work being discussed that week.

Visits to Site and Observation of Construction. Kimley-Horn will provide on-site construction observation services during the construction phase. Kimley-Horn will make visits to the site on an average basis of two times per week during the expected four (4) month construction duration in order to observe the progress of the Work (up to 36 total site visits). Such visits and observations by Kimley-Horn are not intended to be exhaustive or to extend to every aspect of Contractor's work in progress. Observations are to be limited to spot checking, selective measurement, and similar methods of general observation of the Work based on Kimley-Horn's exercise of professional judgment. Based on information obtained during such visits and such observations, Kimley-Horn will evaluate whether Contractor's work is generally proceeding in accordance with the Contract Documents, and Kimley-Horn will keep the Town informed of the general progress of the Work.

The purpose of our site visits will be to enable us to better carry out the duties and responsibilities specifically assigned in this Agreement to Kimley-Horn, and to provide the Town a greater degree of confidence that the completed Work will conform in general to the Contract Documents. Kimley-Horn shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over Contractor's work, nor shall we have authority over or responsibility for the means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction selected by Contractor, for safety precautions and programs incident to Contractor's work, nor for any failure of Contractor to comply with laws and regulations applicable to Contractor's furnishing and performing the Work. Accordingly, Kimley-Horn neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

Clarifications and Interpretations. Kimley-Horn will respond to reasonable and appropriate Contractor requests for information and issue necessary clarifications and interpretations of the Contract Documents to Client as appropriate to the orderly completion of Contractor's work. Any orders authorizing variations from the Contract Documents will be made by the Town.

Change Orders. Kimley-Horn may recommend Change Orders to the Town, and will review and make recommendations related to Change Orders submitted or proposed by the Contractor.

Shop Drawings and Samples. Kimley-Horn will review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction or to related safety precautions and programs.

Substitutes and "or-equal." Kimley-Horn will evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor in accordance with the Contract Documents, but subject to the provisions of applicable standards of state or local government entities.

Inspections and Tests. Kimley-Horn may require special inspections or tests of Contractor's work as Kimley-Horn deems appropriate, and may receive and review certificates of inspections within Kimley-Horn's area of responsibility or of tests and approvals required by laws and regulations or the Contract Documents. Kimley-Horn's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. Kimley-Horn shall be entitled to rely on the results of such tests and the facts being certified.

Disagreements between Client and Contractor. Kimley-Horn will, if requested by the Town, render written decision on all claims of the Town and Contractor relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the progress of Contractor's work. In rendering such decisions, Kimley-Horn shall be fair and not show partiality to the Town or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.

Applications for Payment. Based on its observations and on review of applications for payment and accompanying supporting documentation, Kimley-Horn will determine the amounts that Kimley-Horn recommends the Contractor be paid. It is anticipated that five applications for payment will be reviewed. Such recommendations of payment will be in writing and will constitute Kimley-Horn's representation to the Town, based on such observations and review, that, to the best of Kimley-Horn's knowledge, information and belief, Contractor's work has progressed to the point indicated and that such work-in-progress is generally in accordance with the Contract Documents subject to any qualifications stated in the recommendation. In the case of unit price work, Kimley-Horn's recommendations of payment will include determinations of quantities and classifications of Contractor's work, based on observations and measurements of quantities provided with pay requests.

By recommending any payment, Kimley-Horn shall not thereby be deemed to have represented that its observations to check Contractor's work have been exhaustive, extended to every aspect of Contractor's work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Kimley-Horn in this Agreement. It will also not impose responsibility on Kimley-Horn to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, nor to determine that title to any portion of the work in progress, materials, or equipment has passed to the Town free and clear of any liens, claims, security interests, or encumbrances, nor that there may not be other matters at issue between the Town and Contractor that might affect the amount that should be paid.

Recommendations with Respect to Defective Work. Kimley-Horn will recommend to the Town that Contractor's work be disapproved and rejected while it is in progress if, on the basis of such observations, Kimley-Horn believes that such work will not produce a completed Project that conforms generally to Contract Documents.

Substantial Completion. Kimley-Horn will, promptly after notice from Contractor that it considers the entire Work ready for its intended use, in company with the Town and Contractor, conduct a site visit to determine if the Work is substantially complete. Work will be considered substantially complete following satisfactory completion of all items with the exception of those identified on a final punch list.

If after considering any objections of the Town, Kimley-Horn considers the Work substantially complete, Kimley-Horn will notify the Town and Contractor.

Final Notice of Acceptability of the Work. Kimley-Horn will conduct a final site visit to determine if the completed Work of Contractor is generally in accordance with the Contract Documents and the final punch list so that Kimley-Horn may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Kimley-Horn will also provide a notice that the Work is generally in accordance with the Contract Documents to the best of Kimley-Horn's knowledge, information, and belief based on the extent of its services and based upon information provided to Kimley-Horn upon which it is entitled to rely. We will review and provide comments on the project record drawings submitted by the contractor. We will also provide final certifications required by the FDOT permits secured for the project if the work is found to be in general conformance with the project and permit requirements.

Grant Reporting Assistance. Kimley-Horn will assist the Town with articles of information that are required to be submitted to the Florida Bureau of Historical Preservation related to the special category grant that was issued to the Town by the state for the project. It is our understanding that the Town's Planning and Zoning Staff will assist with the assembly and completion of specific articles of information required on the Payment Request Form (DOS Form HR3E1208PRF) and the Special Category Grant Project Progress & Expenditure Report (DOS Form HR3E1208PERSC) as required for the project. Kimley-Horn will employ a subconsultant to prepare and submit the required forms and progress reports for the project. We will also provide the specific information requested in Part II of the Project Progress & Expenditure Report consisting of the following documents:

- Project Status describing work that was performed during the specific reporting period (up to four reporting periods).
- Description of Project Work describing work initiated, in-progress, and completed within the reporting period containing labeled photographs of the work (up to four reporting periods).
- Project Work Accomplished (Final Report Only) with before and after photos describing major aspects of the work completed with the grant funds and matching contributions.
- Assistance with preparation and submittal of the Applications for Reimbursement associated with the grant funded portions of the work.

Limitation of Responsibilities. Kimley-Horn shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing the Work. Kimley-Horn shall not have the authority or responsibility to stop the work of any Contractor.

Phase IIB – Construction Phase Services

Pre-Construction Conference. Kimley-Horn will attend the pre-construction conference conducted by the Town's CM-at-Risk.

Progress Meetings. Kimley-Horn will attend weekly progress meetings during the six month project construction duration (up to 26 progress meetings). Subconsultant team members will attend meetings as appropriate for the work being discussed that week.

Visits to Site and Observation of Construction. Kimley-Horn will provide on-site construction observation services during the construction phase. Kimley-Horn will make visits to the site on an average basis of three times per week during the expected six (6) month construction duration in order to observe the progress of the Work (up to 78 total site visits). Such visits and observations by Kimley-Horn are not intended to be exhaustive or to extend to every aspect of Contractor's work in progress. Observations are to be limited to spot checking, selective measurement, and similar methods of general observation of the Work based on Kimley-Horn's exercise of professional judgment. Based on information obtained during such visits and such observations, Kimley-Horn will evaluate whether Contractor's work is generally proceeding in accordance with the Contract Documents, and Kimley-Horn will keep the Town informed of the general progress of the Work.

The purpose of our site visits will be to enable us to better carry out the duties and responsibilities specifically assigned in this Agreement to Kimley-Horn, and to provide the Town a greater degree of confidence that the completed Work will conform in general to the Contract Documents. Kimley-Horn shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over Contractor's work, nor shall we have authority over or responsibility for the means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction selected by Contractor, for safety precautions and programs incident to Contractor's work, nor for any failure of Contractor to comply with laws and regulations applicable to Contractor's furnishing and performing the Work. Accordingly, Kimley-Horn neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

Clarifications and Interpretations. Kimley-Horn will respond to reasonable and appropriate Contractor requests for information and issue necessary clarifications and interpretations of the Contract Documents to Client as appropriate to the orderly completion of Contractor's work. Any orders authorizing variations from the Contract Documents will be made by the Town.

Change Orders. Kimley-Horn may recommend Change Orders to the Town, and will review and make recommendations related to Change Orders submitted or proposed by the Contractor.

Shop Drawings and Samples. Kimley-Horn will review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction or to related safety precautions and programs.

Substitutes and "or-equal." Kimley-Horn will evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor in accordance with the Contract Documents, but subject to the provisions of applicable standards of state or local government entities.

Inspections and Tests. Kimley-Horn may require special inspections or tests of Contractor's work as Kimley-Horn deems appropriate, and may receive and review certificates of inspections within Kimley-Horn's area of responsibility or of tests and approvals required by laws and regulations or the Contract Documents. Kimley-Horn's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an

independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. Kimley-Horn shall be entitled to rely on the results of such tests and the facts being certified.

Disagreements between Client and Contractor. Kimley-Horn will, if requested by the Town, render written decision on all claims of the Town and Contractor relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the progress of Contractor's work. In rendering such decisions, Kimley-Horn shall be fair and not show partiality to the Town or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.

Applications for Payment. Based on its observations and on review of applications for payment and accompanying supporting documentation, Kimley-Horn will determine the amounts that Kimley-Horn recommends the Contractor be paid. It is anticipated that seven applications for payment will be reviewed. Such recommendations of payment will be in writing and will constitute Kimley-Horn's representation to the Town, based on such observations and review, that, to the best of Kimley-Horn's knowledge, information and belief, Contractor's work has progressed to the point indicated and that such work-in-progress is generally in accordance with the Contract Documents subject to any qualifications stated in the recommendation. In the case of unit price work, Kimley-Horn's recommendations of payment will include determinations of quantities and classifications of Contractor's work, based on observations and measurements of quantities provided with pay requests.

By recommending any payment, Kimley-Horn shall not thereby be deemed to have represented that its observations to check Contractor's work have been exhaustive, extended to every aspect of Contractor's work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Kimley-Horn in this Agreement. It will also not impose responsibility on Kimley-Horn to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, nor to determine that title to any portion of the work in progress, materials, or equipment has passed to the Town free and clear of any liens, claims, security interests, or encumbrances, nor that there may not be other matters at issue between the Town and Contractor that might affect the amount that should be paid.

Recommendations with Respect to Defective Work. Kimley-Horn will recommend to the Town that Contractor's work be disapproved and rejected while it is in progress if, on the basis of such observations, Kimley-Horn believes that such work will not produce a completed Project that conforms generally to Contract Documents.

Substantial Completion. Kimley-Horn will, promptly after notice from Contractor that it considers the entire Work ready for its intended use, in company with the Town and Contractor, conduct a site visit to determine if the Work is substantially complete. Work will be considered substantially complete following satisfactory completion of all items with the exception of those identified on a final punch list. If after considering any objections of the Town, Kimley-Horn considers the Work substantially complete; Kimley-Horn will notify the Town and Contractor.

Final Notice of Acceptability of the Work. Kimley-Horn will conduct a final site visit to determine if the completed Work of Contractor is generally in accordance with the Contract Documents and the final

punch list so that Kimley-Horn may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Kimley-Horn will also provide a notice that the Work is generally in accordance with the Contract Documents to the best of Kimley-Horn's knowledge, information, and belief based on the extent of its services and based upon information provided to Kimley-Horn upon which it is entitled to rely. We will review and provide comments on the project record drawings submitted by the contractor. We will also provide final certifications required by the FDOT permits secured for the project if the work is found to be in general conformance with the project and permit requirements.

Limitation of Responsibilities. Kimley-Horn shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing the Work. Kimley-Horn shall not have the authority or responsibility to stop the work of any Contractor.

Additional Services

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

Information and Services Provided By the Town

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

- Signature/Review of Permit Applications
- Permit, Application and Related Fees

Fee and Billing

Kimley-Horn will perform the services described in this Scope of Services on an hourly basis in accordance with our Contract with the Town. It is recommended that the following budgets be established for this work. A breakdown of these fees is attached to this proposal.

<i>Phase II - Permitting and Pre-Construction Assistance</i>	<i>\$41,980</i>
<i>Phase IIA – Construction Phase Services</i>	<i>\$118,295</i>
<i>Phase IIB – Construction Phase Services</i>	<i>\$139,951</i>

Closure

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the terms and conditions in the Professional Services Agreement between the Town of Palm Beach and Kimley-Horn and Associates, Inc., dated February 27, 2014, which are incorporated by

reference. As used in the Agreement, the term "CONSULTANT" shall refer to Kimley-Horn and Associates, Inc., and the term "TOWN" shall refer to The Town of Palm Beach.

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

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

Sincerely,



By: Kevin Schanen, P.E.
Vice President

Attachment

K:\WPB_Civil\General\Schanen\Proposals\Palm Beach\South County Road\Phase II\Town Hall Square Phase IIA-B prop.docx

TOWN OF PALM BEACH

Information for Town Council Meeting on: August 11, 2015

To: Mayor and Town Council

Via: Thomas G. Bradford, Town Manager

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

RE: Authorization for Advanced Tree Purchase for the Town Hall Square Project
Phase II-A
Resolution No. 118-2015 Advanced Tree Purchase

DATE: July 28, 2015

STAFF RECOMMENDATION

Staff recommends that Town Council approve Resolution No. 118-2015 authorizing a change order to Purchase Order No. 150660 with Burkhardt Construction, Inc. (Burkhardt), for the advance purchase of trees for the Town Hall Square Project in the amount of \$97,000, and increase the construction phase budget from \$1,540,603.83 to \$1,647,303.83, including additional contingency.

GENERAL INFORMATION

At the August 12, 2014 Town Council meeting, the Town Council approved Resolution No. 118-2014 awarding a Construction Manager at Risk (CMAR) contract for the Town Hall Fountain Restoration, also referred to as Town Hall Square Phase I. Work is progressing as anticipated.

In finalizing the Town Hall Square Phase II scope and concept, the Town's Consultant, Kimley-Horn, and Town staff presented to the Landmarks Preservation Commission for an informal review on June 17, 2015 and to the Town Council for Development Review on July 15, 2015. The project was recently presented at the Landmarks Preservation Commission on July 23, 2015 for a formal "Certificate of Appropriateness" and was approved.

It is the intention of staff and the CMAR, Burkhardt, to present to Town Council at the September Town Council a Guaranteed Maximum Price Contract (GMP) for the Phase II portion of the Town Hall Square Project. However, the project team has some concerns as it relates to the trees and their availability and the need to trim and prune them prior to bringing them to the project site. The urgency in purchasing the trees in advance of a project varies from species to species of tree.

For the live oak trees, to create the pleached alley, the oaks will need to be trimmed heavily and shaped. When the trimming is first done, the trees will have very few leaves and will look somewhat barren. The feeling is that the general public will not be happy with the look of the alley of pleached trees at the time of the first trimming/shaping. If the trees can be trimmed now, the trees will begin to push new leaves out and will look fuller at the time of planting. The earlier in the summer that the trimming can be done, will maximize the summer months of regeneration time. When fall arrives, leaf regeneration slows down, and the only leaves the trees will have for the winter season are those generated in summer months. Fertilization and other methods for leaf regeneration should also be employed. Also, depending on the source for the oak trees, there could be a considerable amount of root pruning time needed before the

trees could be moved.

For the Tabebuia caraiba trees, the issue is the availability and root pruning of the trees. The design team's landscape architect informed staff that the two Tabebuia caraiba trees identified for the project last fall, were recently sold by the nursery to another entity. The CMAR, with assistance from the landscape architect, will need time to locate and identify new trees. Locating the Tabebuia caraiba trees will be difficult as they need to meet specific characteristics. Depending on the age of those trees, different methods of root pruning may need to be employed which can last up to 4 months for some trees. The amount of root pruning time will depend on the actual trees that are selected, their location, and their age.

FUNDING/FISCAL IMPACT

Funding for the Design, Bid, Permitting, Construction Phase Engineering Services and the construction of this project is to be funded by a State Grant, assessments, and donations. The balance of the project will be funded by the Accelerated Capital Improvement Program Phase 2 Bonds. Sufficient funds exist for the purchase of the trees.

PURCHASING REVIEW

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

TOWN ATTORNEY REVIEW

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

Attachments

cc: Jay Boodheshwar, Deputy Town Manager
Jane Struder, Director of Finance
William Francis, P.E., Town Engineer
Michael A. Roach, P.E., Project Engineer
Adis Pedraza, Purchasing Manager

RESOLUTION NO. 118-2015

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING A CHANGE ORDER AND INCREASING PURCHASE ORDER NO. 150660 FOR THE PURCHASE OF TREES FOR THE TOWN HALL SQUARE PROJECT PHASE II-A, IN THE AMOUNT OF \$97,000 AND INCREASING THE CONSTRUCTION PHASE BUDGET BY \$106,700 FOR THIS PROJECT.

* * * * *

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

Section 1. The Town Council of the Town of Palm Beach hereby authorizes a change order and approves a purchase order increase of \$97,000 to Burkhardt Construction, Inc. for the purchase of trees for the Town Hall Square Project Phase II-A.

Section 2. The Town Council of the Town of Palm Beach hereby approves an increase of \$106,700 to the construction phase budget for the purchase of trees for the Town Hall Square Project.

Section 3. The Town Manager is hereby authorized and directed to execute a change order on behalf of the Town of Palm Beach for this additional construction work.

Section 4. The Town Manager is hereby authorized and directed to affect an increase to the construction phase budget.

Section 5. The Town Manager, or his designee, is hereby authorized and directed to take such further actions as may be necessary to effectuate the additional construction work for the project, including any necessary change order work as recommended by the Public Works Director.

PASSED AND ADOPTED in a regular, adjourned session of the Town Council of the Town of Palm Beach on this 11th day of August 2015.

Gail L. Coniglio, Mayor

Michael J. Pucillo, Town Council President

Richard M. Kleid, Council President Pro Tem

Danielle H. Moore, Town Council Member

ATTEST:

Penelope D. Townsend, Town Council Member

Susan A. Owens, MMC, Town Clerk

Robert N. Wildrick, Town Council Member

Vincent G. Burkhardt
President



July 28, 2015

Mr. Michael Roach, P.E.
Project Engineer, Town of Palm Beach
951 Old Okeechobee Road
West Palm Beach, Fl. 33401

RE: Town Hall Square Phase 2
Acquisition of Trees

Mr. Roach,

Per our meeting on July 27, 2015, the Town is requesting the anticipated material cost associated with the Southern Live Oak and Silver Trumpet Trees so they can be purchased prior to the start of the Town Hall Square Phase 2 project. We concur with the letter from SMI Landscape Architecture dated July 28, 2015 regarding the need to acquire the trees prior to the start of the project.

The anticipated material cost for the Silver Trumpet trees would be \$16,000.00 per each tree. There is a total of 2 each Silver Trumpet trees on the project therefore \$32,000.00 should be allocated for that species. The anticipated material cost for the Southern Live Oak trees would be \$1,250.00 per each tree. There is a total of 32 each of the Southern Live Oak trees on the project therefore \$40,000.00 should be allocated for that species. Since the original Silver Trumpet collected specimen trees are no longer available and we are awaiting instruction as to where to obtain them, we suggest that a contingency amount of \$25,000.00 be added.

The anticipated grand total of the required purchase order is \$97,000.00. If you have any questions please let me know.

A handwritten signature in blue ink that reads "Anthony M. Sabatino". The signature is fluid and cursive, with the first name "Anthony" and last name "Sabatino" clearly legible.

Anthony M. Sabatino
Project Manager



LANDSCAPE ARCHITECTURE

Principal
Jorge A. Sanchez, Pres.

Senior Associates
Brian Vertesch, VP, RLA
Carolyn Pendelton-Parker, RLA
John Lubischer

Associates
Molly Vertesch

July 28, 2015

Mr. Michael Roach, P.E.
Project Engineer, Town of Palm Beach
951 Old Okeechobee Road, Palm Beach, FL 33401

Re: Town Hall Square – acquisition of trees

Dear Mike,

As I mentioned in our meeting, I would follow up with you on the importance of acquiring the Southern Live Oak and Silver Trumpet Trees for the Town Hall Historic District ahead of the future funding for the next phases of the project. Securing both types of trees are important for the project, but for different reasons.

The reasons for obtaining the Southern Live Oak Trees, or *Quercus virginiana*, have to do with the unique shaping of the tree canopy that has been planned for the park. The canopies are to be trimmed into a single hedge like shape that is referred to as pleaching. The pleaching of trees is a very traditional design element and is practiced extensively in Europe, particularly in Paris, France. In Florida, plant nurseries do not sell trees in a pleached form, which will require the installer for the Town Hall Square project to trim nursery trees into the pleached form. When the initial pruning is done to the trees, the trees will lose the majority of foliage and look somewhat barren. If the standard timeline for purchasing the trees is followed, the necessary pruning of the trees will occur in autumn, a time when the trees stall most of their leaf regeneration. Working on both the Worth Avenue and Peruvian Avenue renovations with the Town, our experience leads us to believe the citizens of the Town will not be satisfied with the appearance of the trees when freshly trimmed. Acquiring, trimming, feeding, and holding the trees at a qualified nursery as early as possible will allow the trees some time to regenerate foliage in the summer growing season.

The importance of acquiring the Silver Trumpet Trees, or *Tabebuia caraiba*, revolves around the scarcity, or lack of availability, of Silver Trumpet Trees that have the unique characteristics needed to work in the spaces east and west of the fountain. Because the fountain is elevated and there are historically important viewing corridors of the park that should be maintained, the two *Tabebuia* trees needed for the fountain area should have a very high canopy and clear trunk distance. Standard, or even large nursery trees, will not have the necessary specifications to work next to the fountain, and if tried would visually impair the views of the fountain. The availability of trees that can meet the required specifications are rare, must be collected from non-plant industry sources, and typically do not stay on the market for long. Drawing again from experience on the Peruvian Avenue renovation, a situation developed where the availability of the trees needed to fully plant the avenue changed between the approval process and the actual funding and awarding of the project contract. Because the total number of trees was not available, we were forced to utilize trees that were seen by some residents of Peruvian Avenue as substandard, or not as high in quality as other trees on the avenue. Over time and post completion of the project, the issues were able to be resolved, but only after extensive coordination with consultants and residents. Again, because of the extreme lack of availability on trees that can meet the specifications needed at the fountain, acquiring two trees that will work when they come available is very important.

SMI LANDSCAPE ARCHITECTURE, INC.
140 Royal Palm Way, Suite #206, Palm Beach, Florida 33480
Telephone 561-655-9006 Facsimile 561-655-9007 Website: www.smila.net

SMI

LANDSCAPE ARCHITECTURE

Depending on the actual Tabebuia Trees selected, there may also be timing issues associated with the root pruning of the trees, a step necessary to help ensure the viability of the trees during transplant. Depending on location, time of year, and other factors, the root pruning time can vary and last up to 4 months or more. However, the reasons listed above are the larger obstacles facing the successful implementation of the planting for the park.

Drawing from experience on the Worth Avenue and Peruvian projects, the expectations for high visibility Town projects are high and expected to be somewhat instantaneous, which is why we have raised concern over the potential timing of the Live Oak tree purchase and subsequent pruning. For the Silver Trumpet Trees we would like to be able to obtain two trees that will work in the fountain space when they become available and not miss an opportunity to open the park with the trees rather than waiting until acceptable trees can be found. I appreciate the opportunity to review these items with you and Paul and look forward to continued coordination on the project. If you should need any additional information on related to the trees, please do not hesitate to contact me.

Sincerely,



Brian Vertesch
Vice President, SMI Landscape Architecture

TOWN OF PALM BEACH

Town Council Meeting on: August 11, 2015

Section of Agenda

Regular Agenda - Old Business

Agenda Title

FY2016 Budget Update

a. Update on Budget Cuts and New Proposed Millage Rate

Thomas G. Bradford, Town Manager

b. RESOLUTION NO. 104-2015 A Resolution of the Town Council of the Town Of Palm Beach, Palm Beach County, Florida, Amending the Emergency Medical Transport Fee Schedule, Providing An Effective Date.

Kirk W. Blouin, Director of Public Safety

c. RESOLUTION NO. 116-2015 A Resolution of the Town Council of the Town Of Palm Beach, Palm Beach County, Florida, Adopting Recreation Enterprise Fund Maintenance And Improvement Reserves; Providing An Effective Date.

Presenter

Supporting Documents

- [a. Memorandum Dated July 31, 2015, from Jane Struder, Director of Finance](#)
- [Table 1](#)
- [Table 2](#)
- [b. Memorandum Dated July 27, 2015, from Kirk W. Blouin, Director of Public Safety](#)
- [Resolution No. 104-2015](#)
- [Transport Fee Survey - Palm Beach County](#)
- [c. Memorandum Dated July 31, 2015, from Jane Struder, Director of Finance](#)
- [Resolution No. 116-2015](#)
- [Exhibit A](#)

TOWN OF PALM BEACH

Information for Town Council Meeting on: August 11, 2015

To: Mayor and Town Council

Via: Thomas G. Bradford, Town Manager

From: Jane Struder, Director of Finance

Re: FY16 Budget Update

Date: July 31, 2015

STAFF RECOMMENDATION

Staff requests that the Town Council approve the changes to the FY16 budget including a proposed revised millage rate of 3.3338.

GENERAL INFORMATION

At the July 16, 2015, Special Town Council meeting to review the proposed FY16 Budget, the Town Council requested that staff cut a total of \$100,000 from the FY16 budget proposal.

The Town Manager directed the departments to find cuts in their budgets totaling at a minimum \$100,000. The departments exceeded this request by \$23,074. As directed, we have added \$980,000 to the transfer to the Coastal Management Fund. In addition, the State of Florida recently released their revenue projections for FY16. The Town's budget for State sales tax revenues were under the State projections by \$50,000, and this revenue has been added to the budget.

After the cuts and additional revenue, the millage rate necessary to fund the FY16 budget is 3.3338, a reduction of 2.11% from the FY15 rate of 3.4058 and representing a reduction of \$42 in property tax per \$1 million of taxable value for the homesteaded property owner.

Attached are two tables showing the updated coastal financing program. Table 1 shows the additional transfer of \$2,480,000 per year beginning in FY16 and the updated anticipated County project participation. Table 2 shows a potential plan to eliminate the deficits in the 10 year period by including the additional funding in FY16, an additional \$1 million in FY17 and an additional \$500,000 in FY18.

The budget changes described above are summarized in the table on the following page:

	Revenues	Expenditures
Original Proposed FY16 General Fund Budget	\$70,442,395	\$70,442,395
<i>Proposed Additions/Deletions</i>		
Elimination of Civility Training		(5,000)
Reduction in the Inspector General Budget		(2,000)
Reductions in the Town Manager's Budget		(1,500)
Reduction in Legal Advice		(1,200)
Reduction in Emergency Management		(700)
Reductions in Police Department Budget		(42,000)
Reductions in Public Works Budget		(28,500)
Reductions in the Human Resource Budget		(1,700)
Reductions in the Finance Budget		(5,000)
Reductions in the IS Budget		(5,000)
Reductions in the Fire-Rescue Budget		(22,474)
Reductions in the PZB Budget		(8,000)
Total Cuts		(123,074)
Additional Transfer to Coastal Protection		980,000
Ad Valorem Revenue (millage rate of 3.3338)	806,926	
Local Government Sales Tax Revenue Adjustment	50,000	
New Proposed FY16 Budget	\$71,299,321	\$71,299,321

SPECIAL CONSIDERATIONS

Public Hearing Dates:

The first public hearing will be held on **Thursday, September 10, 2015 at 5:01pm.**

The second public hearing will be held on **Monday, September 28, 2015 at 5:01pm.**

FUNDING/FISCAL IMPACT

The financial impacts on the FY16 budget are shown above.

Attachments

jls

cc: Department Directors

Coastal Financing Program Revised with Updated Budget Additional \$2,480,000 Per Year w/County Participation									
Fiscal Year	Beginning Balance	Revenue for Coastal Program	Bond Deposits Additional Transfers State and County Funds	Bondable Project Costs	Non-Bond Project Costs	Interest Earnings	Debt Service	Ending Period Balance	
2013	15,448,557							15,448,557	
2014	15,448,557	12,402,807	11,900,000	230,980	1,291,620	83,361	(295,100)	38,017,025	
2015 (a)	38,017,025	5,349,000	6,600,000	7,169,020	40,733,878	245,000	(734,613)	1,573,514	
2016	1,573,514	7,400,310	2,400,000	1,500,000	6,684,000	23,603	(731,163)	2,482,263	
2017	2,482,263	7,622,319		1,500,000	7,561,000	86,879	(731,413)	399,049	
2018	399,049	7,850,989		1,500,000	3,375,000	13,967	(736,038)	2,652,966	
2019	2,652,966	8,086,519		-	3,581,000	92,854	(735,038)	6,516,301	
2020	6,516,301	8,329,114		-	3,441,000	228,071	(733,538)	10,898,947	
2021	10,898,947	8,578,988	271,000	-	25,575,000	381,463	(731,538)	(6,176,140)	
2022	(6,176,140)	8,836,357		-	4,253,000	(216,165)	(733,913)	(2,542,861)	
2023	(2,542,861)	9,101,448		-	3,643,000	(89,000)	(735,538)	2,091,049	
2024	2,091,049	9,374,491	3,400,000	-	28,077,000	73,187	(731,538)	(13,869,811)	
2025	(13,869,811)	9,655,726	-	-	2,772,500	(485,443)	(731,913)	(8,203,941)	
Total		102,588,068	24,571,000	11,900,000	130,987,998	437,775	(8,361,343)		
Assumes a 3% increase in revenue per year									

Coastal Financing Program Revised with Updated Budget									
Additional \$2,480,000 in FY16 w/County Participation in Project Year									
Additional \$1,000,000 in FY17									
Additional \$500,000 in FY18									
Fiscal Year	Beginning Balance	Revenue for Coastal Program	Bond Deposits		Bondable Project Costs	Non-Bond Project Costs	Interest Earnings	Debt Service	Ending Period Balance
			State and County Funds	Additional Transfers					
2013	15,448,557								15,448,557
2014	15,448,557	12,402,807		11,900,000	230,980	1,291,620	83,361	(295,100)	38,017,025
2015 (a)	38,017,025	5,349,000		6,600,000	7,169,020	40,733,878	245,000	(734,613)	1,573,514
2016	1,573,514	7,400,310		2,400,000	1,500,000	6,684,000	23,603	(731,163)	2,482,263
2017	2,482,263	8,622,319			1,500,000	7,561,000	86,879	(731,413)	1,399,049
2018	1,399,049	9,380,989			1,500,000	3,375,000	48,967	(736,038)	5,217,966
2019	5,217,966	9,662,419			-	3,581,000	182,629	(735,038)	10,746,976
2020	10,746,976	9,952,291			-	3,441,000	376,144	(733,538)	16,900,873
2021	16,900,873	10,250,860		271,000	-	25,575,000	591,531	(731,538)	1,707,725
2022	1,707,725	10,558,386			-	4,253,000	59,770	(733,913)	7,338,969
2023	7,338,969	10,875,137			-	3,643,000	256,864	(735,538)	14,092,432
2024	14,092,432	11,201,391		3,400,000	-	28,077,000	493,235	(731,538)	378,520
2025	378,520	11,537,433		-	-	2,772,500	13,248	(731,913)	8,424,788
Total		117,193,342	24,571,000		11,900,000	130,987,998	2,461,231	(8,361,343)	
Assumes a 3% increase in revenue per year									

TOWN OF PALM BEACH

Information for Town Council Meeting on: August 11, 2015

To: Mayor and Town Council

Via: Thomas G. Bradford, Town Manager

From: Kirk W. Blouin, Director of Public Safety

Re: Emergency Medical Transport Fees Increase
Resolution No: 104-2015

Date: July 27, 2015

STAFF RECOMMENDATION

Staff recommends that Town Council approve Resolution No. 104-2015, recommending that emergency medical transport fees increase, effective October 1, 2015.

GENERAL INFORMATION

The Department is recommending that emergency medical transport fees increase, effective October 1, 2015. Palm Beach Fire Rescue's fees are currently below the median of rates for all agencies within Palm Beach County. Fire Rescue's collection rate for that service is above average in comparison to the surrounding agencies. This is due to the Town of Palm Beach having a very high insured patient base, which results in a high payment rate. In addition, the Town of Palm Beach has a significant number of people over the age of 65 who are covered by Medicare and are privately insured.

This increase will result in approximately a \$45,600 of additional charges, which will net approximately \$22,212 in additional revenue to the Town. The difference is due to the limits imposed by Medicare for maximum allowable charges, thus creating mandatory write-offs of those charges in excess of Medicare's maximum allowable for EMS transports.

TOWN ATTORNEY REVIEW

The resolution has been approved by the Town Attorney as to form and legal sufficiency.

cc: Jane Struder, Director of Finance
John C. Randolph, Town Attorney

RESOLUTION NO. 104-2015

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF
PALM BEACH, PALM BEACH COUNTY, FLORIDA,
AMENDING THE EMERGENCY MEDICAL TRANSPORT FEE
SCHEDULE, PROVIDING AN EFFECTIVE DATE.

Whereas, the Town Council on August 13, 2002, adopted Resolution No. 53-02 imposing a fee for emergency medical transports to the area hospitals; and

Whereas, the Town Council wishes to amend the fees for emergency medical transports of patients to the local area hospitals by the Fire Rescue Department as established in Resolution 53-02.

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: This Resolution is hereby adopted to include the fees identified below:

EMS Transport Fee BLS	\$750.00
EMS Transport Fee ALS1	\$750.00
EMS Transport Fee ALS2	\$850.00
Mileage	\$ 12.00 per mile

Section 3: The Town Manager, or his designee, is hereby authorized and directed to take further actions as may be necessary to effectuate the implementation of said amendment.

Section 4: This Resolution shall become effective as of October 1, 2015

PASSED AND ADOPTED in regular, adjourned session of the Town Council of the Town of Palm Beach assembled this 11th day of August, 2015.

Gail L. Coniglio, Mayor

Michael J. Pucillo, Town Council President

Richard M. Kleid, President Pro Tem

Danielle H. Moore, Town Council Member

ATTEST:

Penelope D. Townsend, Town Council Member

Susan A. Owens, Town Clerk

Robert N. Wildrick, Town Council Member

Ambulance Transport Fee Schedule Comparison						
	ALS 2	ALS 1	BLS	Mileage	Oxygen	Spinal Immobilization
Boca Raton Fire Rescue	\$850.00	\$750.00	\$750.00	\$12.00		
Palm Beach Fire Rescue (Proposed)	\$850.00	\$750.00	\$750.00	\$12.00		
Palm Beach Gardens Fire Rescue	\$800.00	\$750.00	\$700.00	\$12.00	\$30.00	
Delray Beach Fire Rescue	\$800.00	\$700.00	\$650.00	\$12.00		
Palm Beach County Fire Rescue	\$770.00	\$610.00	\$610.00	\$12.00		
West Palm Beach Fire Rescue	\$750.00	\$700.00	\$700.00	\$12.00		
Riviera Beach Fire Rescue	\$750.00	\$700.00	\$700.00	\$12.00		
Palm Beach Fire Rescue (Current)	\$750.00	\$650.00	\$650.00	\$12.00		
Tequesta Fire Rescue	\$625.00	\$435.00	\$435.00	\$7.25		
North Palm Beach Fire Rescue	\$600.00	\$545.00	\$495.00	\$8.00		
Boynton Beach Fire Rescue	\$575.00	\$425.00	\$350.00	\$8.00		\$20.00
City of Greenacres Department of P.S	\$555.00	\$430.00	\$430.00	\$8.55		
American Medical Response	\$470.00	\$460.00	\$375.00	\$8.50	\$30.00	
Medics Ambulance	\$460.00	\$460.00	\$410.00	\$8.50	\$30.00	

The level of call (ALS2, ALS1, or BLS) for ambulance billing is based upon guidelines established by Medicare.

Payor Type	Call Type	Total Trips	Current Net Charges	New Projected Net Charges	Projected Net Charge Increase	Current Net Coll %	Increased Charges Calculated at Current Collections %
BILL PATIENT	ALS	156	\$ 114,825.20	\$ 130,425.20	\$ 15,600.00	22%	\$ 3,380.92
	ALS2	3	\$ 3,612.00	\$ 3,912.00	\$ 300.00	0%	\$ -
	BLS	53	\$ 38,977.60	\$ 44,277.60	\$ 5,300.00	16%	\$ 845.88
BILL PATIENT Total		212	\$ 157,414.80	\$ 178,614.80	\$ 21,200.00	20%	\$ 4,189.29
					\$ -		
Insurance	ALS	183	\$ 112,942.86	\$ 131,242.86	\$ 18,300.00	75%	\$ 13,799.62
	ALS2	4	\$ 2,864.83	\$ 3,264.83	\$ 400.00	66%	\$ 264.01
	BLS	69	\$ 36,374.78	\$ 42,274.78	\$ 5,900.00	67%	\$ 3,964.20
Insurance Total		246	\$ 152,182.47	\$ 176,782.47	\$ 24,600.00	73%	\$ 18,023.55
					Potential Revenue Increase	\$	22,212.83

TOWN OF PALM BEACH

Information for Town Council Meeting on: August 11, 2015

To: Mayor and Town Council

Via: Thomas G. Bradford, Town Manager

From: Jane Struder, Finance Director

Re: **Resolution No. 116-2015**

Adoption of Financial Policy – Recreation Enterprise Fund – Maintenance and Improvement Reserves

Date: July 31, 2015

STAFF RECOMMENDATION

Staff recommends that the Town Council approve Resolution No. 116-2015 adopting the financial policy – Recreation Enterprise Fund – Maintenance and Improvement Reserves.

GENERAL INFORMATION

Over the years the Town has adopted 18 financial policies. The establishment of specific financial and reserve policies is an important part of prudent financial management and the practice is strongly recommended by the Government Finance Officers Association (GFOA) and the National Advisory Committee on State and Local Budgeting (NACSLB). Reserve policies reduce ambiguity and guide the creation, maintenance, and use of resources for financial stabilization purposes. Rating agencies recommend the adoption of such policies and their ratings reflect the presence of strong financial management and financial policies. We have received our AAA ratings in part because of our financial management and financial policies.

Staff is proposing the adoption of a new reserve policy; Recreation Enterprise Fund – Maintenance and Improvement Reserves. The Town currently imposes Maintenance and Improvement fees for each round of golf, and each tennis court fee. The total amounts collected from these fees are reserved each year to be used for maintenance and improvement projects at the Par 3 golf course and tennis facilities. This policy memorializes these two reserves.

In addition, staff is proposing an additional maintenance and improvement reserve to be used to fund any maintenance and improvement projects at the Par 3 Clubhouse.

The Par 3 Clubhouse and restaurant have become very successful and because of the success, the wear and tear on the clubhouse has been noticeable. We are proposing this reserve to accumulate funds for future major repair and maintenance projects that are necessary to keep the clubhouse in excellent condition and to ensure continued success. This reserve is proposed to be funded with a transfer of 50% of the net income from the operations of the Par 3 Golf Course. Requests for the use of these M&I reserves will be made annually through the budget process. In such a situation when the use of these reserves may be unexpectedly needed during the fiscal year, approval from the Town Council shall be required.

At the July 16, 2015 special Town Council meeting the Town Council tentatively approved the proposed policy. Resolution No 116-2015, if approved, will adopt the policy.

FUNDING/FISCAL IMPACT

The policy will designate reserves in the Recreation Enterprise Fund equal to the amount of M&I fees collected annually for rounds of golf and tennis court fees. In FY14, the total golf M&I fee revenue was \$66,877 and the reserve balance was \$279,252. The tennis M&I Fee revenue totaled, \$7,384 and the reserve balance was \$38,459. These reserves, in the past, have been used to fund the golf course reconstruction and the fence replacement at the Phipps Park Tennis facility.

The Par 3 Golf Course clubhouse M&I Reserve will be funded with a transfer of 50% of the net income from the operations of the Par 3 Golf Course. The net income calculation will include; golf revenues less the Par 3 M&I fee, less all operating expenses, debt service and equipment depreciation. The estimated transfer based upon the proposed FY16 budget would be \$37,208.

TOWN ATTORNEY REVIEW

The Town Attorney has reviewed and approved Resolution No. 116-2015 for legal form and sufficiency.

cc: Beth Zickar, Director of Recreation

RESOLUTION 116-2015

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, ADOPTING RECREATION ENTERPRISE FUND MAINTENANCE AND IMPROVEMENT RESERVES; PROVIDING AN EFFECTIVE DATE.

WHEREAS, it is recommended by the Government Finance Officers Association (GFOA) and the National Advisory Committee on State and Local Budgeting (NACSLB) that all governments implement financial policies; and

WHEREAS, it is important to adopt financial policies to guide the creation, maintenance and use of resources for financial stabilization purposes; and

WHEREAS, it is fiscally responsible to safeguard the Town's financial resources; and

WHEREAS, the Town of Palm Beach has current ample resources to establish and fund reserves, and

WHEREAS, the Town Council tentatively approved the financial policy at its July 16, 2015 meeting; and

WHEREAS, it is now necessary to formally adopt the policy in order to memorialize the same.

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 attached financial policy pertaining to the Recreation Enterprise Fund – Maintenance and Improvement Reserves marked as Exhibit “A” incorporated by reference as part of this Resolution is hereby adopted and the Town Manager and Finance Director of the Town are directed to do all things necessary to effectuate the financial policy and to report to the Town Council, or appropriate committee thereof, as may be needed relative to matters pertaining to the same, in order to preserve and enhance the financial interests of the Town of Palm Beach.

Section 3. The effective date of the attached financial policies shall be September 30, 2015.

PASSED AND ADOPTED in a regular, adjourned session of the Town Council of the Town of Palm Beach assembled this 11th day of August, 2015.

Gail L. Coniglio, Mayor

Michael J. Pucillo, Town Council President

Richard M. Kleid, Council President Pro Tem

Danielle H. Moore, Town Council Member

ATTEST:

Penelope D. Townsend, Town Council Member

Susan A. Owens, MMC, Town Clerk

Robert N. Wildrick, Town Council Member

Exhibit A**Town of Palm Beach, Florida****Subject Policy: Recreation Enterprise Fund – Maintenance and Improvement Reserves****Effective Date: September 30, 2015**

Purpose: The purpose of this policy is to create separate reserves within the Recreation Enterprise Fund to fund the costs of non-routine maintenance and improvement (M&I) projects at the Par 3 Golf Course and the Town tennis facilities. These reserves will significantly reduce the budgetary fluctuations due to the varying costs of these projects.

Policy: It is the policy of the Town of Palm Beach to maintain reserves for funding maintenance and improvement projects at the Par 3 Golf Course and tennis facilities. Funds will be drawn from these reserves to fund the cost of non-routine maintenance and improvement projects.

The reserves will be funded as follows:

Par 3 Golf Course Clubhouse Maintenance and Improvement Reserve:

The reserve will be funded on an annual basis with a transfer of 50% of the net income from the operations of the Par 3 Golf Course. (The net income will be calculated using revenues less the Par 3 Maintenance and Improvement income, less all operating expenses, debt service, and golf course equipment depreciation.)

Par 3 Golf Course Maintenance and Improvement Reserve:

This reserve will be funded on an annual basis with the total fees collected from the M&I fee charged for each round of golf.

Tennis Facility Maintenance and Improvement Reserve:

This reserve will be funded on an annual basis with the total fees collected from the M&I fee charged for each court fee (daily, annual, or 12 Play Pass).

Requests for the use of these reserves should be made annually through the budget process and approved by the Town Manager prior to Town Council consideration. In such a situation when the use of these reserves may be unexpectedly needed during the fiscal year, approval from the Town Council shall be required.

Responsibility: It is the responsibility of the Town Manager and the Finance Director to advise the Town Council annually through the budget process of the projects and dollar amount of expenses charged to the reserves and to advise to the adequacy of the funding level of these reserves.

Approval Date:

TOWN OF PALM BEACH

Town Council Meeting on: August 11, 2015

Section of Agenda

Regular Agenda - Old Business

Agenda Title

2016 Election Update

a. Manual Ballot Tabulation Process

b. General Information

Presenter

Susan A. Owens, MMC, Town Clerk

Supporting Documents

- [Memorandum dated August 4, 2015, from Susan A. Owens, MMC, Town Clerk](#)

TOWN OF PALM BEACH

Information for Town Council Meeting on: August 11, 2015

To: Mayor and Town Council

Via: Thomas G. Bradford, Town Manager

From: Susan A. Owens, MPA, MMC, Town Clerk

Re: 2016 Election Update

Date: August 4, 2015

STAFF RECOMMENDATION

Staff is seeking direction regarding the ballot tabulation process, and recommends that the Town Council consider utilizing an experienced, outside accounting firm or proxy voting company to tabulate the ballots from the February 2, 2016, election.

The remainder of this report is being provided for informational purposes only, and no action is required at this time.

GENERAL INFORMATION

Ballot Tabulation Matters

Staff is seeking direction from the Town Council regarding how the ballots should be manually tabulated. The options available to the Town include hiring an outside accounting firm or proxy voting/vote tabulation company, or having Staff tabulate the ballots. In an effort to ensure a fair, smooth, efficient, and accurate tabulation, Staff's recommendation is that the Town Council considers utilizing an accounting firm or proxy voting company to tabulate the ballots instead of utilizing Staff. By utilizing an outside company, the Town can benefit from their experiences and it provides an independent layer of separation that will foster a positive perception of the tabulation process.

The estimated cost to hire a private company to manually tabulate the ballots is \$5,000-\$10,000. Staff is in the process of preparing an RFQ, and will have a firmer cost estimate once the responses are received, should the Town Council choose this option. If Staff were to tabulate the ballots instead, then there may be Staff overtime costs associated with same. These costs would depend on the Staff utilized and the amount of time it takes to tabulate the ballots. In order to expedite the results, Staff would recommend that there be seven counting teams of two individuals each, for a total of 14 employees.

General Updates

The following updates are being provided for informational purposes; and, Staff will be available to answer any questions.

Election Costs

Provided there are no run-offs or recounts, the cost to conduct a typical election is approximately \$32,000. The estimated cost to conduct the standalone election in 2016 is \$40,000. However, as this will be the Town's first year administering such an election, there will also be approximately \$29,000 in additional one-time costs. These costs are not expected to recur in 2020 and subsequent Presidential Preference Primary years, and include:

- The purchase of precinct, polling location, and Poll Worker supplies previously provided by the County
- The hiring of a temporary, part-time Elections Coordinator to perform the necessary research and analysis to prepare for and conduct the election, prepare appropriate forms, reports, and other documents, assist with the creation of multiple manuals, policies, and procedures, and setup the absentee voter database
- Contracting with the former Duval County Supervisor of Elections for Election Day Consulting Services to oversee election day operations and ballot tabulation procedures, and to provide guidance to the Canvassing Board
- The hiring of additional Poll Workers

Purchasing Matters

- Issuance of the Manual Ballot Tabulation RFQ is pending the direction of the Town Council.
- Final drafting of the SOE Consulting Services Agreement with former Duval County Supervisor of Elections Jerry Holland is underway.
- Execution of the Martin County Supervisor of Elections Memorandum of Understanding is pending issuance of the Division of Election's Advisory Opinion.
- Staff is evaluating the quotes received for printing services.
- Staff has completed its assessment of needed precinct supply and equipment needs, including those for ADA compliance, and is coordinating across multiple departments to obtain the necessary items. Staff will begin procuring any remaining items needed during the next fiscal year.

Miscellaneous Matters

- Staff has made significant progress in drafting the Poll Worker Manual and training programs.
- Staff has nearly completed the conversion of all legally required forms to Word documents.
- Staff has secured all Precinct Clerks and informed them of the stand alone nature of this election.
- Staff has completed the absentee ballot request form and is working to establish the requisite administrative procedures.
- Staff has met with the Post Office and is working with them regarding absentee ballots
- Staff remains in close contact with the Florida Division of Elections, as needed.

FUNDING/FISCAL IMPACT

The estimated cost to hire a private company to manually tabulate the ballots is \$5,000-\$10,000. The total estimated cost for the February 2, 2016, election is \$69,000. Approximately \$29,000 of these costs

are one-time costs, and are not expected to recur in 2020 and subsequent Presidential Preference Primary years.

TOWN ATTORNEY REVIEW

This item has been reviewed by the Town Attorney.

cc: Jane Struder, Director of Finance
Sue Eichhorn, Elections Coordinator
Adis Pedraza, Purchasing Agent

TOWN OF PALM BEACH

Town Council Meeting on: August 11, 2015

Section of Agenda

Regular Agenda - New Business

Agenda Title

Federal Emergency Management Agency (FEMA) Map Changes and Attendant Elevation Requirements

Presenter

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

Supporting Documents

- [Memorandum Dated July 30, 2015, from John S. Page, Director of Planning, Zoning and Building](#)
- [Summary of Critical Changes to the State Model Floodplain Ordinance](#)
- [Model Code Companion Floodplain Management Ordinance](#)

TOWN OF PALM BEACH

Information for Town Council Meeting on: August 11, 2015

To: Mayor and Town Council

Via: Thomas G. Bradford, Town Manager

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

Re: Federal Emergency Management Agency (FEMA) Map Changes and Attendant Elevating Requirements

Date: July 29, 2015

STAFF RECOMMENDATION

Staff would like to inform the Town Council about the status of pending floodplain map revisions. It is also requested that the Town Council provide critical direction to staff as outlined in bold type herein.

GENERAL INFORMATION

The Town of Palm Beach participates in the National Flood Insurance Program (NFIP). Participation requires that the Town enforce minimum elevating standards to protect new construction from projected 100-year flood levels. Continued NFIP participation enables local residents to purchase flood insurance from the federal government, and also makes the community eligible to receive disaster assistance when official declarations of emergency are issued during or after major flooding events. As a condition of continued participation, communities across the Country will soon be required to officially adopt revised floodplain maps. The adoption of new maps is expected to trigger the need for a variety of related Code/policy changes in Town. See critical information outlined as follows:

1. FEMA is expected to send the Town a notice titled “Letter of Final Map Determination” at any time (July or August). Once received, the Town will have a six-month window to officially adopt revised floodplain maps. *Sidenote: FEMA has not responded to a Town communication of January 21, 2015, expressing concerns about 3D map overlays.*
2. Existing floodplain regulations (including references to FEMA floodplain maps) are found in Town Code, Chapter 50 (Floods). FEMA and the Florida Department of Emergency Management (FDEM) are strongly encouraging all communities to adopt their preferred “Model Ordinance” (regulating floodplain development) concurrently with revised map adoption.
3. The Town can choose to adopt the Model Ordinance or simply amend Chapter 50. Both options require FEMA/FDEM approval. The Town should expect an extended approval path if we choose not to adopt the Model Ordinance (that could cause us to run afoul of the six-month map adoption window and cause unknown problems for Town participation in the NFIP and for insurance purchasers). **Does the Council favor the option of Model Ordinance adoption, or amending Chapter 50?** See attached description of the Model Ordinance.
4. Existing Chapter 50 (Floods) requires new residential and non-residential construction in flood zones to have the lowest habitable floor elevated no lower than six inches above the base flood elevation (BFE).
5. Separate from FEMA requirements, the Florida Building Code (our local Building Code automatically incorporates revisions thereto) was amended on July 1 to require the lowest floor of new commercial construction to be elevated twelve (up from six) inches above the BFE. This change, now effective, supersedes existing Chapter 50.

6. Separate from FEMA requirements and the Building Code, the Town's existing Zoning Code limits the overall height of structures. Building height commences from the Code-defined "point of measurement," which has not been amended.

7. The effect of leaving both the point of measurement and the overall building height requirements unchanged, yet requiring the lowest floor of commercial structures to be elevated 12 inches rather than 6 inches, results in a net six inches of building height loss. **Does the Council wish to change the overall building height by raising it six inches?**

8. There has been no required change to the minimum elevating standard for residential construction. **Does the Council wish to increase the existing six inch elevating standard for residential construction to twelve inches to create a uniform elevating standard for both residential and commercial development?**

9. If Codes are amended to adjust both the "bottom and the top" measurements upward, the cubic volume of structures would be unchanged, yet they would be built at a higher elevation. Some may argue that new structures would appear to loom over others that are not elevated to the new standard. The Town's standard requirement of capturing the first two inches of rainfall at each construction site would remain in effect, meaning no additional runoff problems should be created. **Does the Council favor shifting all regulations an additional six inches in height?**

10. Town Attorney Randolph has opined to staff that the Town would not be subject to a Bert Harris takings claim if no change is made to the point of measurement nor the overall building height, yet the lowest floor elevation is increased (resulting in an overall loss of six inches in building height). Mr. Randolph cites an amendment to the Bert Harris Act which provides an exception relating to the application of Flood Insurance Rate Maps "unless such adoption incorrectly applies an aspect of the Flood Insurance Rate Map to the property, in such a way as to, but not limited to, incorrectly assess the elevation of the property."

11. At present, FEMA regulations exempt landmarked structures from elevating requirements. The FEMA model code no longer makes such an exemption, yet does establish a variance procedure.

12. FEMA is changing the long-standing system of measurement used in Palm Beach and other locales from National Geodetic Vertical Datum or (NGVD) to North American Vertical Datum (NAVD). The two datums use different numbers to define the same point on earth (which may lead to some period of local numbers confusion).

13. The new "Model Ordinance" should be referred to ORS for study and recommendation. If the Council chooses to amend any portion of the Zoning Ordinance, i.e., point of measurement, overall building height, setback requirements relative to front door entry steps, etc., then it will be necessary for the changes to be presented to the Planning and Zoning Commission for review/recommendation.

Knowing the Town has just six months to adopt new maps and make related Code changes, should these two review processes be completed in parallel fashion?

Multiple Directors will be in attendance on August 11 to assist with further explanations and/or to respond to questions.

Attachment

cc: Jay Boodheshwar, Deputy Town Manager
Paul Brazil, Public Works Director
Bill Francis, Town Engineer
Bill Bucklew, Town Building Official
Paul Castro, Town Zoning Administrator

SUMMARY OF CRITICAL CHANGES TO THE STATE MODEL FLOODPLAIN ORDINANCE

The State of Florida, Department of Emergency Management, in cooperation with FEMA, has revised and updated the State's Model Floodplain Ordinance. Most of this update creates an alignment between the FEMA/NFIP requirements and the flood provisions of the newly adopted Florida Building Code (FBC 5th Edition 2014). Below is a summary of the updated provisions.

The new model ordinance incorporates the following:

- 1) Updates and details the duties, powers and obligations of the designated "Floodplain Administrator".
- 2) Requires the issuance of Floodplain Development Permits (This is something the Town has been doing for the last 3 years).
- 3) Requires floodplain inspections to be completed following issuance of Floodplain Development Permits.
- 4) Captures buildings and structures that have in the past been exempt from the requirements of the Florida Building Code (examples include temporary buildings/structures, electric utility structures, nonresidential farm buildings, etc.), requiring them to be elevated.
- 5) Continues to exempt Historic or Landmarked structures from the elevating requirements, yet a variance from the applicable governmental entity must be issued.
- 6) Adds new definitions to reflect language in the Florida Building Code.
- 7) Establishes design requirements for those buildings/structures exempt from the Florida Building Code (examples include compliance with ASCE 24 and/or compliance with the applicable sections of the Florida Building Code Flood provisions).
- 8) Provides specific requirements for storage tanks – both above ground and below ground.
- 9) Specifies requirements for "Other Structures" in Coastal High Hazard (V-Zone) areas. Such structures include bulkheads, retaining walls, seawalls, fences, privacy walls, etc.

Our current Floodplain Ordinance, Chapter 50 of the Town Code, Section 50-92(1), requires that all residential construction be elevated 6-inches above the required

FEMA Base Flood Elevation (BFE). As noted in the cover memo, there is no FEMA-mandated change. Our current Ordinance, Section 50-92(2), requires non-residential construction to be elevated 6-inches above the FEMA BFE. This section has now been superseded by the new Florida Building Code that requires non-residential structures to be elevated 1-foot above the required FEMA BFE.

Model Code-Companion Floodplain Management Ordinance For Communities with Inland (Zone A) and Coastal High Hazard Areas (Zone V). January 15, 2013c.

Note: This FINAL version includes inland flood hazard areas (zones shown on FIRMs that start with the “A”) and coastal high hazard areas (zones that start with letter “V”). It does not include any “higher standards.” Contact Technical Support for assistance with higher standards.

Please download the Instructions and Notes that go with this model, also dated January 15, 2013c.

Please make any and all changes using <track changes> to facilitate DEM’s review. We recommend resolving all text changes and obtaining review by Technical Support before renumbering to be consistent with your community’s Code of Ordinances.

Technical Support: Email for help and submit drafts to flood.ordinance@em.myflorida.com. Please allow plenty of time for at least two reviews (longer if you make many changes) – at a minimum provide the first draft at least 6 weeks before your first reading. At any given time we have many draft ordinances under review and cannot guarantee turn-around.

NOTE: This model ordinance is specifically written as a companion to the FBC, which has requirements for buildings in flood hazard areas. DO NOT copy from your existing regulations and paste into this ordinance any requirements for buildings. For “higher standards” that affect the design of buildings (such as freeboard), see the instructions on DEM’s webpage and contact Technical Support for assistance.

ORDINANCE NO. XX-XX

AN ORDINANCE BY THE {community’s governing body} AMENDING THE {name of community} CODE OF ORDINANCES TO REPEAL {insert appropriate chapter/section numbers}; TO ADOPT A NEW {insert appropriate chapter/section numbers}; TO ADOPT FLOOD HAZARD MAPS, TO DESIGNATE A FLOODPLAIN ADMINISTRATOR, TO ADOPT PROCEDURES AND CRITERIA FOR DEVELOPMENT IN FLOOD HAZARD AREAS, AND FOR OTHER PURPOSES; PROVIDING FOR APPLICABILITY; REPEALER; SEVERABILITY; AND AN EFFECTIVE DATE.

WHEREAS, the Legislature of the State of Florida has, in **{Chapter 125 – County Government or Chapter 166 – Municipalities}**, Florida Statutes, conferred upon local governments the authority to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry; and

WHEREAS, the Federal Emergency Management Agency has identified special flood hazard areas within the boundaries of **{name of community}** and such areas may be subject to periodic inundation which may result in loss of life and property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood protection and relief, and impairment of the tax base, all of which adversely affect the public

health, safety and general welfare, and

WHEREAS, the {name of community} was accepted for participation in the National Flood Insurance Program on {date of regular program entry} and the {community's governing body} desires to continue to meet the requirements of Title 44 Code of Federal Regulations, Sections 59 and 60, necessary for such participation; and

WHEREAS, Chapter 553, Florida Statutes, was adopted by the Florida Legislature to provide a mechanism for the uniform adoption, updating, amendment, interpretation and enforcement of a state building code, called the *Florida Building Code*; and

WHEREAS, the {community's governing body} has determined that it is in the public interest to adopt the proposed floodplain management regulations that are coordinated with the *Florida Building Code*.

NOW, THEREFORE, BE IT ORDAINED by the {community's governing body} of {name of community} that the following floodplain management regulations, and the following local administrative amendments to the *Florida Building Code*, are hereby adopted.

SECTION 1. RECITALS.

The foregoing whereas clauses are incorporated herein by reference and made a part hereof.

SECTION 2. This ordinance specifically repeals and replaces the following ordinance(s) and regulation(s): {insert citation to existing flood damage reduction regulations that will be replaced by these regulations and citation(s) to other ordinances that have flood provisions, such as subdivision regulations that also will be replaced by these regulations}.

ARTICLE I ADMINISTRATION

SECTION 101 GENERAL

101.1 Title. These regulations shall be known as the *Floodplain Management Ordinance of {name of community}*, hereinafter referred to as "this ordinance."

101.2 Scope. The provisions of this ordinance shall apply to all development that is wholly within or partially within any flood hazard area, including but not limited to the subdivision of land; filling, grading, and other site improvements and utility installations; construction, alteration, remodeling, enlargement, improvement, replacement, repair, relocation or demolition of buildings, structures, and facilities that are exempt from the *Florida Building Code*; placement, installation, or replacement of manufactured homes and manufactured buildings; installation or replacement of tanks; placement of recreational vehicles; installation of swimming pools; and any other development.

101.3 Intent. The purposes of this ordinance and the flood load and flood resistant construction requirements of the *Florida Building Code* are to establish minimum requirements to safeguard the public health, safety, and general welfare and to minimize public and private losses due to flooding through regulation of development in flood hazard areas to:

- (1) Minimize unnecessary disruption of commerce, access and public service during times

of flooding;

- (2) Require the use of appropriate construction practices in order to prevent or minimize future flood damage;
- (3) Manage filling, grading, dredging, mining, paving, excavation, drilling operations, storage of equipment or materials, and other development which may increase flood damage or erosion potential;
- (4) Manage the alteration of flood hazard areas, watercourses, and shorelines to minimize the impact of development on the natural and beneficial functions of the floodplain;
- (5) Minimize damage to public and private facilities and utilities;
- (6) Help maintain a stable tax base by providing for the sound use and development of flood hazard areas;
- (7) Minimize the need for future expenditure of public funds for flood control projects and response to and recovery from flood events; and
- (8) Meet the requirements of the National Flood Insurance Program for community participation as set forth in the Title 44 Code of Federal Regulations, Section 59.22.

101.4 Coordination with the *Florida Building Code*. This ordinance is intended to be administered and enforced in conjunction with the *Florida Building Code*. Where cited, ASCE 24 refers to the edition of the standard that is referenced by the *Florida Building Code*.

101.5 Warning. The degree of flood protection required by this ordinance and the *Florida Building Code*, as amended by this community, is considered the minimum reasonable for regulatory purposes and is based on scientific and engineering considerations. Larger floods can and will occur. Flood heights may be increased by man-made or natural causes. This ordinance does not imply that land outside of mapped special flood hazard areas, or that uses permitted within such flood hazard areas, will be free from flooding or flood damage. The flood hazard areas and base flood elevations contained in the Flood Insurance Study and shown on Flood Insurance Rate Maps and the requirements of Title 44 Code of Federal Regulations, Sections 59 and 60 may be revised by the Federal Emergency Management Agency, requiring this community to revise these regulations to remain eligible for participation in the National Flood Insurance Program. No guaranty of vested use, existing use, or future use is implied or expressed by compliance with this ordinance.

101.6 Disclaimer of Liability. This ordinance shall not create liability on the part of {governing body} of {name of community} or by any officer or employee thereof for any flood damage that results from reliance on this ordinance or any administrative decision lawfully made thereunder.

SECTION 102 APPLICABILITY

102.1 General. Where there is a conflict between a general requirement and a specific requirement, the specific requirement shall be applicable.

102.2 Areas to which this ordinance applies. This ordinance shall apply to all flood hazard areas within the {name of community}, as established in Section 102.3 of this ordinance.

102.3 Basis for establishing flood hazard areas. The Flood Insurance Study for {insert title

of FIS} dated {insert date of FIS}, and all subsequent amendments and revisions, and the accompanying Flood Insurance Rate Maps (FIRM), and all subsequent amendments and revisions to such maps, are adopted by reference as a part of this ordinance and shall serve as the minimum basis for establishing flood hazard areas. Studies and maps that establish flood hazard areas are on file at the {Office/agency and address}.

102.3.1 Submission of additional data to establish flood hazard areas. To establish flood hazard areas and base flood elevations, pursuant to Section 105 of this ordinance the Floodplain Administrator may require submission of additional data. Where field surveyed topography prepared by a Florida licensed professional surveyor or digital topography accepted by the community indicates that ground elevations:

- (1) Are below the closest applicable base flood elevation, even in areas not delineated as a special flood hazard area on a FIRM, the area shall be considered as flood hazard area and subject to the requirements of this ordinance and, as applicable, the requirements of the *Florida Building Code*.
- (2) Are above the closest applicable base flood elevation, the area shall be regulated as special flood hazard area unless the applicant obtains a Letter of Map Change that removes the area from the special flood hazard area.

102.4 Other laws. The provisions of this ordinance shall not be deemed to nullify any provisions of local, state or federal law.

102.5 Abrogation and greater restrictions. This ordinance supersedes any ordinance in effect for management of development in flood hazard areas. However, it is not intended to repeal or abrogate any existing ordinances including but not limited to land development regulations, zoning ordinances, stormwater management regulations, or the *Florida Building Code*. In the event of a conflict between this ordinance and any other ordinance, the more restrictive shall govern. This ordinance shall not impair any deed restriction, covenant or easement, but any land that is subject to such interests shall also be governed by this ordinance.

102.6 Interpretation. In the interpretation and application of this ordinance, all provisions shall be:

- (1) Considered as minimum requirements;
- (2) Liberally construed in favor of the governing body; and
- (3) Deemed neither to limit nor repeal any other powers granted under state statutes.

SECTION 103 DUTIES AND POWERS OF THE FLOODPLAIN ADMINISTRATOR

103.1 Designation. The {insert position title} is designated as the Floodplain Administrator. The Floodplain Administrator may delegate performance of certain duties to other employees.

103.2 General. The Floodplain Administrator is authorized and directed to administer and enforce the provisions of this ordinance. The Floodplain Administrator shall have the authority to render interpretations of this ordinance consistent with the intent and purpose of this ordinance and may establish policies and procedures in order to clarify the application of its provisions. Such interpretations, policies, and procedures shall not have the effect of waiving requirements specifically provided in this ordinance without the granting of a variance pursuant to Section 107 of this ordinance.

103.3 Applications and permits. The Floodplain Administrator, in coordination with other pertinent offices of the community, shall:

- (1) Review applications and plans to determine whether proposed new development will be located in flood hazard areas;
- (2) Review applications for modification of any existing development in flood hazard areas for compliance with the requirements of this ordinance;
- (3) Interpret flood hazard area boundaries where such interpretation is necessary to determine the exact location of boundaries; a person contesting the determination shall have the opportunity to appeal the interpretation;
- (4) Provide available flood elevation and flood hazard information;
- (5) Determine whether additional flood hazard data shall be obtained from other sources or shall be developed by an applicant;
- (6) Review applications to determine whether proposed development will be reasonably safe from flooding;
- (7) Issue floodplain development permits or approvals for development other than buildings and structures that are subject to the *Florida Building Code*, including buildings, structures and facilities exempt from the *Florida Building Code*, when compliance with this ordinance is demonstrated, or disapprove the same in the event of noncompliance; and
- (8) Coordinate with and provide comments to the Building Official to assure that applications, plan reviews, and inspections for buildings and structures in flood hazard areas comply with the applicable provisions of this ordinance.

103.4 Substantial improvement and substantial damage determinations. For applications for building permits to improve buildings and structures, including alterations, movement, enlargement, replacement, repair, change of occupancy, additions, rehabilitations, renovations, substantial improvements, repairs of substantial damage, and any other improvement of or work on such buildings and structures, the Floodplain Administrator, in coordination with the Building Official, shall:

- (1) Estimate the market value, or require the applicant to obtain an appraisal of the market value prepared by a qualified independent appraiser, of the building or structure before the start of construction of the proposed work; in the case of repair, the market value of the building or structure shall be the market value before the damage occurred and before any repairs are made;
- (2) Compare the cost to perform the improvement, the cost to repair a damaged building to its pre-damaged condition, or the combined costs of improvements and repairs, if applicable, to the market value of the building or structure;
- (3) Determine and document whether the proposed work constitutes substantial improvement or repair of substantial damage; and
- (4) Notify the applicant if it is determined that the work constitutes substantial improvement or repair of substantial damage and that compliance with the flood resistant construction requirements of the *Florida Building Code* and this ordinance is required.

103.5 Modifications of the strict application of the requirements of the *Florida Building Code*. The Floodplain Administrator shall review requests submitted to the Building Official that

seek approval to modify the strict application of the flood load and flood resistant construction requirements of the *Florida Building Code* to determine whether such requests require the granting of a variance pursuant to Section 107 of this ordinance.

103.6 Notices and orders. The Floodplain Administrator shall coordinate with appropriate local agencies for the issuance of all necessary notices or orders to ensure compliance with this ordinance.

103.7 Inspections. The Floodplain Administrator shall make the required inspections as specified in Section 106 of this ordinance for development that is not subject to the *Florida Building Code*, including buildings, structures and facilities exempt from the *Florida Building Code*. The Floodplain Administrator shall inspect flood hazard areas to determine if development is undertaken without issuance of a permit.

103.8 Other duties of the Floodplain Administrator. The Floodplain Administrator shall have other duties, including but not limited to:

- (1) Establish, in coordination with the Building Official, procedures for administering and documenting determinations of substantial improvement and substantial damage made pursuant to Section 103.4 of this ordinance;
- (2) Require that applicants proposing alteration of a watercourse notify adjacent communities and the Florida Division of Emergency Management, State Floodplain Management Office, and submit copies of such notifications to the Federal Emergency Management Agency (FEMA);
- (3) Require applicants who submit hydrologic and hydraulic engineering analyses to support permit applications to submit to FEMA the data and information necessary to maintain the Flood Insurance Rate Maps if the analyses propose to change base flood elevations, flood hazard area boundaries, or floodway designations; such submissions shall be made within 6 months of such data becoming available;
- (4) Review required design certifications and documentation of elevations specified by this ordinance and the *Florida Building Code* to determine that such certifications and documentations are complete;
- (5) Notify the Federal Emergency Management Agency when the corporate boundaries of {name of community} are modified; and
- (6) Advise applicants for new buildings and structures, including substantial improvements, that are located in any unit of the Coastal Barrier Resources System established by the Coastal Barrier Resources Act (Pub. L. 97-348) and the Coastal Barrier Improvement Act of 1990 (Pub. L. 101-591) that federal flood insurance is not available on such construction; areas subject to this limitation are identified on Flood Insurance Rate Maps as “Coastal Barrier Resource System Areas” and “Otherwise Protected Areas.”

103.9 Floodplain management records. Regardless of any limitation on the period required for retention of public records, the Floodplain Administrator shall maintain and permanently keep and make available for public inspection all records that are necessary for the administration of this ordinance and the flood resistant construction requirements of the *Florida Building Code*, including Flood Insurance Rate Maps; Letters of Map Change; records of issuance of permits and denial of permits; determinations of whether proposed work constitutes substantial improvement or repair of substantial damage; required design certifications and documentation of elevations specified by the *Florida Building Code* and this ordinance; notifications to adjacent

communities, FEMA, and the state related to alterations of watercourses; assurances that the flood carrying capacity of altered watercourses will be maintained; documentation related to appeals and variances, including justification for issuance or denial; and records of enforcement actions taken pursuant to this ordinance and the flood resistant construction requirements of the *Florida Building Code*. These records shall be available for public inspection at **{location and instructions to request access, if applicable}**.

SECTION 104 PERMITS

104.1 Permits required. Any owner or owner's authorized agent (hereinafter "applicant") who intends to undertake any development activity within the scope of this ordinance, including buildings, structures and facilities exempt from the *Florida Building Code*, which is wholly within or partially within any flood hazard area shall first make application to the Floodplain Administrator, and the Building Official if applicable, and shall obtain the required permit(s) and approval(s). No such permit or approval shall be issued until compliance with the requirements of this ordinance and all other applicable codes and regulations has been satisfied.

104.2 Floodplain development permits or approvals. Floodplain development permits or approvals shall be issued pursuant to this ordinance for any development activities not subject to the requirements of the *Florida Building Code*, including buildings, structures and facilities exempt from the *Florida Building Code*. Depending on the nature and extent of proposed development that includes a building or structure, the Floodplain Administrator may determine that a floodplain development permit or approval is required in addition to a building permit.

104.2.1 Buildings, structures and facilities exempt from the *Florida Building Code*.

Pursuant to the requirements of federal regulation for participation in the National Flood Insurance Program (44 C.F.R. Sections 59 and 60), floodplain development permits or approvals shall be required for the following buildings, structures and facilities that are exempt from the *Florida Building Code* and any further exemptions provided by law, which are subject to the requirements of this ordinance:

- (1) Railroads and ancillary facilities associated with the railroad.
- (2) Nonresidential farm buildings on farms, as provided in section 604.50, F.S.
- (3) Temporary buildings or sheds used exclusively for construction purposes.
- (4) Mobile or modular structures used as temporary offices.
- (5) Those structures or facilities of electric utilities, as defined in section 366.02, F.S., which are directly involved in the generation, transmission, or distribution of electricity.
- (6) Chickees constructed by the Miccosukee Tribe of Indians of Florida or the Seminole Tribe of Florida. As used in this paragraph, the term "chickee" means an open-sided wooden hut that has a thatched roof of palm or palmetto or other traditional materials, and that does not incorporate any electrical, plumbing, or other non-wood features.
- (7) Family mausoleums not exceeding 250 square feet in area which are prefabricated and assembled on site or preassembled and delivered on site and have walls, roofs, and a floor constructed of granite, marble, or reinforced concrete.
- (8) Temporary housing provided by the Department of Corrections to any prisoner in the state correctional system.

- (9) Structures identified in section 553.73(10)(k), F.S., are not exempt from the *Florida Building Code* if such structures are located in flood hazard areas established on Flood Insurance Rate Maps

104.3 Application for a permit or approval. To obtain a floodplain development permit or approval the applicant shall first file an application in writing on a form furnished by the community. The information provided shall:

- (1) Identify and describe the development to be covered by the permit or approval.
- (2) Describe the land on which the proposed development is to be conducted by legal description, street address or similar description that will readily identify and definitively locate the site.
- (3) Indicate the use and occupancy for which the proposed development is intended.
- (4) Be accompanied by a site plan or construction documents as specified in Section 105 of this ordinance.
- (5) State the valuation of the proposed work.
- (6) Be signed by the applicant or the applicant's authorized agent.
- (7) Give such other data and information as required by the Floodplain Administrator.

104.4 Validity of permit or approval. The issuance of a floodplain development permit or approval pursuant to this ordinance shall not be construed to be a permit for, or approval of, any violation of this ordinance, the *Florida Building Codes*, or any other ordinance of this community. The issuance of permits based on submitted applications, construction documents, and information shall not prevent the Floodplain Administrator from requiring the correction of errors and omissions.

104.5 Expiration. A floodplain development permit or approval shall become invalid unless the work authorized by such permit is commenced within 180 days after its issuance, or if the work authorized is suspended or abandoned for a period of 180 days after the work commences. Extensions for periods of not more than 180 days each shall be requested in writing and justifiable cause shall be demonstrated.

104.6 Suspension or revocation. The Floodplain Administrator is authorized to suspend or revoke a floodplain development permit or approval if the permit was issued in error, on the basis of incorrect, inaccurate or incomplete information, or in violation of this ordinance or any other ordinance, regulation or requirement of this community.

104.7 Other permits required. Floodplain development permits and building permits shall include a condition that all other applicable state or federal permits be obtained before commencement of the permitted development, including but not limited to the following:

- (1) The {insert name} Water Management District; section 373.036, F.S.
- (2) Florida Department of Health for onsite sewage treatment and disposal systems; section 381.0065, F.S. and Chapter 64E-6, F.A.C.
- (3) Florida Department of Environmental Protection for construction, reconstruction, changes, or physical activities for shore protection or other activities seaward of the coastal construction control line; section 161.141, F.S.

- (4) Florida Department of Environmental Protection for activities subject to the Joint Coastal Permit; section 161.055, F.S.
- (5) Florida Department of Environmental Protection for activities that affect wetlands and alter surface water flows, in conjunction with the U.S. Army Corps of Engineers; Section 404 of the Clean Water Act.
- (6) Federal permits and approvals.

SECTION 105 SITE PLANS AND CONSTRUCTION DOCUMENTS

105.1 Information for development in flood hazard areas. The site plan or construction documents for any development subject to the requirements of this ordinance shall be drawn to scale and shall include, as applicable to the proposed development:

- (1) Delineation of flood hazard areas, floodway boundaries and flood zone(s), base flood elevation(s), and ground elevations if necessary for review of the proposed development.
- (2) Where base flood elevations or floodway data are not included on the FIRM or in the Flood Insurance Study, they shall be established in accordance with Section 105.2(2) or (3) of this ordinance.
- (3) Where the parcel on which the proposed development will take place will have more than 50 lots or is larger than 5 acres and the base flood elevations are not included on the FIRM or in the Flood Insurance Study, such elevations shall be established in accordance with Section 105.2(1) of this ordinance.
- (4) Location of the proposed activity and proposed structures, and locations of existing buildings and structures; in coastal high hazard areas, new buildings shall be located landward of the reach of mean high tide.
- (5) Location, extent, amount, and proposed final grades of any filling, grading, or excavation.
- (6) Where the placement of fill is proposed, the amount, type, and source of fill material; compaction specifications; a description of the intended purpose of the fill areas; and evidence that the proposed fill areas are the minimum necessary to achieve the intended purpose.
- (7) Delineation of the Coastal Construction Control Line or notation that the site is seaward of the coastal construction control line, if applicable.
- (8) Extent of any proposed alteration of sand dunes or mangrove stands, provided such alteration is approved by the Florida Department of Environmental Protection.
- (9) Existing and proposed alignment of any proposed alteration of a watercourse.

The Floodplain Administrator is authorized to waive the submission of site plans, construction documents, and other data that are required by this ordinance but that are not required to be prepared by a registered design professional if it is found that the nature of the proposed development is such that the review of such submissions is not necessary to ascertain compliance with this ordinance.

105.2 Information in flood hazard areas without base flood elevations (approximate Zone

A). Where flood hazard areas are delineated on the FIRM and base flood elevation data have not been provided, the Floodplain Administrator shall:

- (1) Require the applicant to include base flood elevation data prepared in accordance with currently accepted engineering practices.
- (2) Obtain, review, and provide to applicants base flood elevation and floodway data available from a federal or state agency or other source or require the applicant to obtain and use base flood elevation and floodway data available from a federal or state agency or other source.
- (3) Where base flood elevation and floodway data are not available from another source, where the available data are deemed by the Floodplain Administrator to not reasonably reflect flooding conditions, or where the available data are known to be scientifically or technically incorrect or otherwise inadequate:
 - (a) Require the applicant to include base flood elevation data prepared in accordance with currently accepted engineering practices; or
 - (b) Specify that the base flood elevation is two (2) feet above the highest adjacent grade at the location of the development, provided there is no evidence indicating flood depths have been or may be greater than two (2) feet.
- (4) Where the base flood elevation data are to be used to support a Letter of Map Change from FEMA, advise the applicant that the analyses shall be prepared by a Florida licensed engineer in a format required by FEMA, and that it shall be the responsibility of the applicant to satisfy the submittal requirements and pay the processing fees.

105.3 Additional analyses and certifications. As applicable to the location and nature of the proposed development activity, and in addition to the requirements of this section, the applicant shall have the following analyses signed and sealed by a Florida licensed engineer for submission with the site plan and construction documents:

- (1) For development activities proposed to be located in a regulatory floodway, a floodway encroachment analysis that demonstrates that the encroachment of the proposed development will not cause any increase in base flood elevations; where the applicant proposes to undertake development activities that do increase base flood elevations, the applicant shall submit such analysis to FEMA as specified in Section 105.4 of this ordinance and shall submit the Conditional Letter of Map Revision, if issued by FEMA, with the site plan and construction documents.
- (2) For development activities proposed to be located in a riverine flood hazard area for which base flood elevations are included in the Flood Insurance Study or on the FIRM and floodways have not been designated, hydrologic and hydraulic analyses that demonstrate that the cumulative effect of the proposed development, when combined with all other existing and anticipated flood hazard area encroachments, will not increase the base flood elevation more than one (1) foot at any point within the community. This requirement does not apply in isolated flood hazard areas not connected to a riverine flood hazard area or in flood hazard areas identified as Zone AO or Zone AH.
- (3) For alteration of a watercourse, an engineering analysis prepared in accordance with standard engineering practices which demonstrates that the flood-carrying capacity of the altered or relocated portion of the watercourse will not be decreased, and

certification that the altered watercourse shall be maintained in a manner which preserves the channel's flood-carrying capacity; the applicant shall submit the analysis to FEMA as specified in Section 105.4 of this ordinance.

- (4) For activities that propose to alter sand dunes or mangrove stands in coastal high hazard areas (Zone V), an engineering analysis that demonstrates that the proposed alteration will not increase the potential for flood damage.

105.4 Submission of additional data. When additional hydrologic, hydraulic or other engineering data, studies, and additional analyses are submitted to support an application, the applicant has the right to seek a Letter of Map Change from FEMA to change the base flood elevations, change floodway boundaries, or change boundaries of flood hazard areas shown on FIRMs, and to submit such data to FEMA for such purposes. The analyses shall be prepared by a Florida licensed engineer in a format required by FEMA. Submittal requirements and processing fees shall be the responsibility of the applicant.

SECTION 106 INSPECTIONS

106.1 General. Development for which a floodplain development permit or approval is required shall be subject to inspection.

106.1.1 Development other than buildings and structures. The Floodplain Administrator shall inspect all development to determine compliance with the requirements of this ordinance and the conditions of issued floodplain development permits or approvals.

106.1.2 Buildings, structures and facilities exempt from the *Florida Building Code*. The Floodplain Administrator shall inspect buildings, structures and facilities exempt from the *Florida Building Code* to determine compliance with the requirements of this ordinance and the conditions of issued floodplain development permits or approvals.

106.1.2.1 Buildings, structures and facilities exempt from the *Florida Building Code*, lowest floor inspection. Upon placement of the lowest floor, including basement, and prior to further vertical construction, the owner of a building, structure or facility exempt from the *Florida Building Code*, or the owner's authorized agent, shall submit to the Floodplain Administrator:

- (1) If a design flood elevation was used to determine the required elevation of the lowest floor, the certification of elevation of the lowest floor prepared and sealed by a Florida licensed professional surveyor; or
- (2) If the elevation used to determine the required elevation of the lowest floor was determined in accordance with Section 105.2(3)(b) of this ordinance, the documentation of height of the lowest floor above highest adjacent grade, prepared by the owner or the owner's authorized agent.

106.1.2.2 Buildings, structures and facilities exempt from the *Florida Building Code*, final inspection. As part of the final inspection, the owner or owner's authorized agent shall submit to the Floodplain Administrator a final certification of elevation of the lowest floor or final documentation of the height of the lowest floor above the highest adjacent grade; such certifications and documentations shall be prepared as specified in Section 106.1.2.1 of this ordinance.

106.1.3 Manufactured homes. The Floodplain Administrator shall inspect manufactured homes

that are installed or replaced in flood hazard areas to determine compliance with the requirements of this ordinance and the conditions of the issued permit. Upon placement of a manufactured home, certification of the elevation of the lowest floor shall be submitted to the Floodplain Administrator.

SECTION 107 VARIANCES AND APPEALS

107.1 General. The {body designated to hear variances} shall hear and decide on requests for appeals and requests for variances from the strict application of this ordinance. Pursuant to section 553.73(5), F.S., the {body designated to hear variances} shall hear and decide on requests for appeals and requests for variances from the strict application of the flood resistant construction requirements of the *Florida Building Code*. This section does not apply to Section 3109 of the *Florida Building Code, Building*.

107.2 Appeals. The {body designated to hear variances} shall hear and decide appeals when it is alleged there is an error in any requirement, decision, or determination made by the Floodplain Administrator in the administration and enforcement of this ordinance. Any person aggrieved by the decision may appeal such decision to the Circuit Court, as provided by Florida Statutes.

107.3 Limitations on authority to grant variances. The {body designated to hear variances} shall base its decisions on variances on technical justifications submitted by applicants, the considerations for issuance in Section 107.6 of this ordinance, the conditions of issuance set forth in Section 107.7 of this ordinance, and the comments and recommendations of the Floodplain Administrator and the Building Official. The {body designated to hear variances} has the right to attach such conditions as it deems necessary to further the purposes and objectives of this ordinance.

107.3.1 Restrictions in floodways. A variance shall not be issued for any proposed development in a floodway if any increase in base flood elevations would result, as evidenced by the applicable analyses and certifications required in Section 105.3 of this ordinance.

107.4 Historic buildings. A variance is authorized to be issued for the repair, improvement, or rehabilitation of a historic building that is determined eligible for the exception to the flood resistant construction requirements of the *Florida Building Code, Existing Building*, Chapter 11 Historic Buildings, upon a determination that the proposed repair, improvement, or rehabilitation will not preclude the building's continued designation as a historic building and the variance is the minimum necessary to preserve the historic character and design of the building. If the proposed work precludes the building's continued designation as a historic building, a variance shall not be granted and the building and any repair, improvement, and rehabilitation shall be subject to the requirements of the *Florida Building Code*.

107.5 Functionally dependent uses. A variance is authorized to be issued for the construction or substantial improvement necessary for the conduct of a functionally dependent use, as defined in this ordinance, provided the variance meets the requirements of Section 107.3.1, is the minimum necessary considering the flood hazard, and all due consideration has been given to use of methods and materials that minimize flood damage during occurrence of the base flood.

107.6 Considerations for issuance of variances. In reviewing requests for variances, the {body designated to hear variances} shall consider all technical evaluations, all relevant

factors, all other applicable provisions of the *Florida Building Code*, this ordinance, and the following:

- (1) The danger that materials and debris may be swept onto other lands resulting in further injury or damage;
- (2) The danger to life and property due to flooding or erosion damage;
- (3) The susceptibility of the proposed development, including contents, to flood damage and the effect of such damage on current and future owners;
- (4) The importance of the services provided by the proposed development to the community;
- (5) The availability of alternate locations for the proposed development that are subject to lower risk of flooding or erosion;
- (6) The compatibility of the proposed development with existing and anticipated development;
- (7) The relationship of the proposed development to the comprehensive plan and floodplain management program for the area;
- (8) The safety of access to the property in times of flooding for ordinary and emergency vehicles;
- (9) The expected heights, velocity, duration, rate of rise and debris and sediment transport of the floodwaters and the effects of wave action, if applicable, expected at the site; and
- (10) The costs of providing governmental services during and after flood conditions including maintenance and repair of public utilities and facilities such as sewer, gas, electrical and water systems, streets and bridges.

107.7 Conditions for issuance of variances. Variances shall be issued only upon:

- (1) Submission by the applicant, of a showing of good and sufficient cause that the unique characteristics of the size, configuration, or topography of the site limit compliance with any provision of this ordinance or the required elevation standards;
- (2) Determination by the **{body designated to hear variances}** that:
 - (a) Failure to grant the variance would result in exceptional hardship due to the physical characteristics of the land that render the lot undevelopable; increased costs to satisfy the requirements or inconvenience do not constitute hardship;
 - (b) The granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, nor create nuisances, cause fraud on or victimization of the public or conflict with existing local laws and ordinances; and
 - (c) The variance is the minimum necessary, considering the flood hazard, to afford relief;
- (3) Receipt of a signed statement by the applicant that the variance, if granted, shall be recorded in the Office of the Clerk of the Court in such a manner that it appears in the chain of title of the affected parcel of land; and
- (4) If the request is for a variance to allow construction of the lowest floor of a new building, or substantial improvement of a building, below the required elevation, a copy in the record of a written notice from the Floodplain Administrator to the applicant for the

variance, specifying the difference between the base flood elevation and the proposed elevation of the lowest floor, stating that the cost of federal flood insurance will be commensurate with the increased risk resulting from the reduced floor elevation (up to amounts as high as \$25 for \$100 of insurance coverage), and stating that construction below the base flood elevation increases risks to life and property.

SECTION 108 VIOLATIONS

108.1 Violations. Any development that is not within the scope of the *Florida Building Code* but that is regulated by this ordinance that is performed without an issued permit, that is in conflict with an issued permit, or that does not fully comply with this ordinance, shall be deemed a violation of this ordinance. A building or structure without the documentation of elevation of the lowest floor, other required design certifications, or other evidence of compliance required by this ordinance or the *Florida Building Code* is presumed to be a violation until such time as that documentation is provided.

108.2 Authority. For development that is not within the scope of the *Florida Building Code* but that is regulated by this ordinance and that is determined to be a violation, the Floodplain Administrator is authorized to serve notices of violation or stop work orders to owners of the property involved, to the owner's agent, or to the person or persons performing the work.

108.3 Unlawful continuance. Any person who shall continue any work after having been served with a notice of violation or a stop work order, except such work as that person is directed to perform to remove or remedy a violation or unsafe condition, shall be subject to penalties as prescribed by law {or insert specific reference to state or local law}.

ARTICLE II DEFINITIONS

SECTION 201 GENERAL

201.1 Scope. Unless otherwise expressly stated, the following words and terms shall, for the purposes of this ordinance, have the meanings shown in this section.

201.2 Terms defined in the *Florida Building Code*. Where terms are not defined in this ordinance and are defined in the *Florida Building Code*, such terms shall have the meanings ascribed to them in that code.

201.3 Terms not defined. Where terms are not defined in this ordinance or the *Florida Building Code*, such terms shall have ordinarily accepted meanings such as the context implies.

SECTION 202 DEFINITIONS

Alteration of a watercourse. A dam, impoundment, channel relocation, change in channel alignment, channelization, or change in cross-sectional area of the channel or the channel capacity, or any other form of modification which may alter, impede, retard or change the direction and/or velocity of the riverine flow of water during conditions of the base flood.

Appeal. A request for a review of the Floodplain Administrator's interpretation of any provision of this ordinance.

ASCE 24. A standard titled *Flood Resistant Design and Construction* that is referenced by the *Florida Building Code*. ASCE 24 is developed and published by the American Society of Civil Engineers, Reston, VA.

Base flood. A flood having a 1-percent chance of being equaled or exceeded in any given year. [Also defined in FBC, B, Section 1612.2.] The base flood is commonly referred to as the "100-year flood" or the "1-percent-annual chance flood."

Base flood elevation. The elevation of the base flood, including wave height, relative to the National Geodetic Vertical Datum (NGVD), North American Vertical Datum (NAVD) or other datum specified on the Flood Insurance Rate Map (FIRM). [Also defined in FBC, B, Section 1612.2.]

Basement. The portion of a building having its floor subgrade (below ground level) on all sides. [Also defined in FBC, B, Section 1612.2.]

Coastal construction control line. The line established by the State of Florida pursuant to section 161.053, F.S., and recorded in the official records of the community, which defines that portion of the beach-dune system subject to severe fluctuations based on a 100-year storm surge, storm waves or other predictable weather conditions.

Coastal high hazard area. A special flood hazard area extending from offshore to the inland limit of a primary frontal dune along an open coast and any other area subject to high velocity wave action from storms or seismic sources. Coastal high hazard areas are also referred to as "high hazard areas subject to high velocity wave action" or "V Zones" and are designated on Flood Insurance Rate Maps (FIRM) as Zone V1-V30, VE, or V.

Design flood. The flood associated with the greater of the following two areas: [Also defined in FBC, B, Section 1612.2.]

- (1) Area with a floodplain subject to a 1-percent or greater chance of flooding in any year; or
- (2) Area designated as a flood hazard area on the community's flood hazard map, or otherwise legally designated.

Design flood elevation. The elevation of the "design flood," including wave height, relative to the datum specified on the community's legally designated flood hazard map. In areas designated as Zone AO, the design flood elevation shall be the elevation of the highest existing grade of the building's perimeter plus the depth number (in feet) specified on the flood hazard map. In areas designated as Zone AO where the depth number is not specified on the map, the depth number shall be taken as being equal to 2 feet. [Also defined in FBC, B, Section 1612.2.]

Development. Any man-made change to improved or unimproved real estate, including but not limited to, buildings or other structures, tanks, temporary structures, temporary or permanent storage of equipment or materials, mining, dredging, filling, grading, paving, excavations, drilling operations or any other land disturbing activities.

Encroachment. The placement of fill, excavation, buildings, permanent structures or other development into a flood hazard area which may impede or alter the flow capacity of riverine flood hazard areas.

Existing building and existing structure. Any buildings and structures for which the “start of construction” commenced before **{date the community’s first floodplain management ordinance was adopted}**. [Also defined in FBC, B, Section 1612.2.]

Existing manufactured home park or subdivision. A manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before **{date the community’s first floodplain management ordinance was adopted}**.

Expansion to an existing manufactured home park or subdivision. The preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).

Federal Emergency Management Agency (FEMA). The federal agency that, in addition to carrying out other functions, administers the National Flood Insurance Program.

Flood or flooding. A general and temporary condition of partial or complete inundation of normally dry land from: [Also defined in FBC, B, Section 1612.2.]

- (1) The overflow of inland or tidal waters.
- (2) The unusual and rapid accumulation or runoff of surface waters from any source.

Flood damage-resistant materials. Any construction material capable of withstanding direct and prolonged contact with floodwaters without sustaining any damage that requires more than cosmetic repair. [Also defined in FBC, B, Section 1612.2.]

Flood hazard area. The greater of the following two areas: [Also defined in FBC, B, Section 1612.2.]

- (1) The area within a floodplain subject to a 1-percent or greater chance of flooding in any year.
- (2) The area designated as a flood hazard area on the community’s flood hazard map, or otherwise legally designated.

Flood Insurance Rate Map (FIRM). The official map of the community on which the Federal Emergency Management Agency has delineated both special flood hazard areas and the risk premium zones applicable to the community. [Also defined in FBC, B, Section 1612.2.]

Flood Insurance Study (FIS). The official report provided by the Federal Emergency Management Agency that contains the Flood Insurance Rate Map, the Flood Boundary and Floodway Map (if applicable), the water surface elevations of the base flood, and supporting technical data. [Also defined in FBC, B, Section 1612.2.]

Floodplain Administrator. The office or position designated and charged with the administration and enforcement of this ordinance (may be referred to as the Floodplain Manager).

Floodplain development permit or approval. An official document or certificate issued by the community, or other evidence of approval or concurrence, which authorizes performance of

specific development activities that are located in flood hazard areas and that are determined to be compliant with this ordinance.

Floodway. The channel of a river or other riverine watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one (1) foot. [Also defined in FBC, B, Section 1612.2.]

Floodway encroachment analysis. An engineering analysis of the impact that a proposed encroachment into a floodway is expected to have on the floodway boundaries and base flood elevations; the evaluation shall be prepared by a qualified Florida licensed engineer using standard engineering methods and models.

Florida Building Code. The family of codes adopted by the Florida Building Commission, including: *Florida Building Code, Building*; *Florida Building Code, Residential*; *Florida Building Code, Existing Building*; *Florida Building Code, Mechanical*; *Florida Building Code, Plumbing*; *Florida Building Code, Fuel Gas*.

Functionally dependent use. A use which cannot perform its intended purpose unless it is located or carried out in close proximity to water, including only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship building and ship repair facilities; the term does not include long-term storage or related manufacturing facilities.

Highest adjacent grade. The highest natural elevation of the ground surface prior to construction next to the proposed walls or foundation of a structure.

Historic structure. Any structure that is determined eligible for the exception to the flood hazard area requirements of the *Florida Building Code, Existing Building*, Chapter 11 Historic Buildings.

Letter of Map Change (LOMC). An official determination issued by FEMA that amends or revises an effective Flood Insurance Rate Map or Flood Insurance Study. Letters of Map Change include:

Letter of Map Amendment (LOMA): An amendment based on technical data showing that a property was incorrectly included in a designated special flood hazard area. A LOMA amends the current effective Flood Insurance Rate Map and establishes that a specific property, portion of a property, or structure is not located in a special flood hazard area.

Letter of Map Revision (LOMR): A revision based on technical data that may show changes to flood zones, flood elevations, special flood hazard area boundaries and floodway delineations, and other planimetric features.

Letter of Map Revision Based on Fill (LOMR-F): A determination that a structure or parcel of land has been elevated by fill above the base flood elevation and is, therefore, no longer located within the special flood hazard area. In order to qualify for this determination, the fill must have been permitted and placed in accordance with the community's floodplain management regulations.

Conditional Letter of Map Revision (CLOMR): A formal review and comment as to whether a proposed flood protection project or other project complies with the minimum NFIP requirements for such projects with respect to delineation of special flood hazard areas. A CLOMR does not revise the effective Flood Insurance Rate Map or Flood Insurance Study; upon submission and approval of certified as-built documentation, a

Letter of Map Revision may be issued by FEMA to revise the effective FIRM.

Light-duty truck. As defined in 40 C.F.R. 86.082-2, any motor vehicle rated at 8,500 pounds Gross Vehicular Weight Rating or less which has a vehicular curb weight of 6,000 pounds or less and which has a basic vehicle frontal area of 45 square feet or less, which is:

- (1) Designed primarily for purposes of transportation of property or is a derivation of such a vehicle, or
- (2) Designed primarily for transportation of persons and has a capacity of more than 12 persons; or
- (3) Available with special features enabling off-street or off-highway operation and use.

Lowest floor. The lowest floor of the lowest enclosed area of a building or structure, including basement, but excluding any unfinished or flood-resistant enclosure, other than a basement, usable solely for vehicle parking, building access or limited storage provided that such enclosure is not built so as to render the structure in violation of the non-elevation requirements of the *Florida Building Code* or ASCE 24. [Also defined in FBC, B, Section 1612.2.]

Manufactured home. A structure, transportable in one or more sections, which is eight (8) feet or more in width and greater than four hundred (400) square feet, and which is built on a permanent, integral chassis and is designed for use with or without a permanent foundation when attached to the required utilities. The term "manufactured home" does not include a "recreational vehicle" or "park trailer." [Also defined in 15C-1.0101, F.A.C.]

Manufactured home park or subdivision. A parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

Market value. The price at which a property will change hands between a willing buyer and a willing seller, neither party being under compulsion to buy or sell and both having reasonable knowledge of relevant facts. As used in this ordinance, the term refers to the market value of buildings and structures, excluding the land and other improvements on the parcel. Market value may be established by a qualified independent appraiser, Actual Cash Value (replacement cost depreciated for age and quality of construction), or tax assessment value adjusted to approximate market value by a factor provided by the Property Appraiser.

New construction. For the purposes of administration of this ordinance and the flood resistant construction requirements of the *Florida Building Code*, structures for which the "start of construction" commenced on or after **{date the community's first floodplain management ordinance was adopted}** and includes any subsequent improvements to such structures.

New manufactured home park or subdivision. A manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after **{date the community's first floodplain management ordinance was adopted}**.

Park trailer. A transportable unit which has a body width not exceeding fourteen (14) feet and which is built on a single chassis and is designed to provide seasonal or temporary living quarters when connected to utilities necessary for operation of installed fixtures and appliances. [Defined in section 320.01, F.S.]

Recreational vehicle. A vehicle, including a park trailer, which is: [See section 320.01, F.S.)

- (1) Built on a single chassis;
- (2) Four hundred (400) square feet or less when measured at the largest horizontal projection;
- (3) Designed to be self-propelled or permanently towable by a light-duty truck; and
- (4) Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

Sand dunes. Naturally occurring accumulations of sand in ridges or mounds landward of the beach.

Special flood hazard area. An area in the floodplain subject to a 1 percent or greater chance of flooding in any given year. Special flood hazard areas are shown on FIRMs as Zone A, AO, A1-A30, AE, A99, AH, V1-V30, VE or V. [Also defined in FBC, B Section 1612.2.]

Start of construction. The date of issuance of permits for new construction and substantial improvements, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, or other improvement is within 180 days of the date of the issuance. The actual start of construction means either the first placement of permanent construction of a building (including a manufactured home) on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns.

Permanent construction does not include land preparation (such as clearing, grading, or filling), the installation of streets or walkways, excavation for a basement, footings, piers, or foundations, the erection of temporary forms or the installation of accessory buildings such as garages or sheds not occupied as dwelling units or not part of the main buildings. For a substantial improvement, the actual "start of construction" means the first alteration of any wall, ceiling, floor or other structural part of a building, whether or not that alteration affects the external dimensions of the building. [Also defined in FBC, B Section 1612.2.]

Substantial damage. Damage of any origin sustained by a building or structure whereby the cost of restoring the building or structure to its before-damaged condition would equal or exceed 50 percent of the market value of the building or structure before the damage occurred. [Also defined in FBC, B Section 1612.2.]

Substantial improvement. Any repair, reconstruction, rehabilitation, addition, or other improvement of a building or structure, the cost of which equals or exceeds 50 percent of the market value of the building or structure before the improvement or repair is started. If the structure has incurred "substantial damage," any repairs are considered substantial improvement regardless of the actual repair work performed. The term does not, however, include either: [Also defined in FBC, B, Section 1612.2.]

- (1) Any project for improvement of a building required to correct existing health, sanitary, or safety code violations identified by the building official and that are the minimum necessary to assure safe living conditions.
- (2) Any alteration of a historic structure provided the alteration will not preclude the structure's continued designation as a historic structure. *[See Instructions and Notes]*

Variance. A grant of relief from the requirements of this ordinance, or the flood resistant construction requirements of the *Florida Building Code*, which permits construction in a manner that would not otherwise be permitted by this ordinance or the *Florida Building Code*.

Watercourse. A river, creek, stream, channel or other topographic feature in, on, through, or over which water flows at least periodically.

ARTICLE III FLOOD RESISTANT DEVELOPMENT

SECTION 301 BUILDINGS AND STRUCTURES

301.1 Design and construction of buildings, structures and facilities exempt from the *Florida Building Code*. Pursuant to Section 104.2.1 of this ordinance, buildings, structures, and facilities that are exempt from the *Florida Building Code*, including substantial improvement or repair of substantial damage of such buildings, structures and facilities, shall be designed and constructed in accordance with the flood load and flood resistant construction requirements of ASCE 24. Structures exempt from the *Florida Building Code* that are not walled and roofed buildings shall comply with the requirements of Section 307 of this ordinance.

301.2 Buildings and structures seaward of the coastal construction control line. If extending, in whole or in part, seaward of the coastal construction control line and also located, in whole or in part, in a flood hazard area:

- (1) Buildings and structures shall be designed and constructed to comply with the more restrictive applicable requirements of the *Florida Building Code, Building* Section 3109 and Section 1612 or *Florida Building Code, Residential* Section R322.
- (2) Minor structures and non-habitable major structures as defined in section 161.54, F.S., shall be designed and constructed to comply with the intent and applicable provisions of this ordinance and ASCE 24.

SECTION 302 SUBDIVISIONS

302.1 Minimum requirements. Subdivision proposals, including proposals for manufactured home parks and subdivisions, shall be reviewed to determine that:

- (1) Such proposals are consistent with the need to minimize flood damage and will be reasonably safe from flooding;
- (2) All public utilities and facilities such as sewer, gas, electric, communications, and water systems are located and constructed to minimize or eliminate flood damage; and
- (3) Adequate drainage is provided to reduce exposure to flood hazards; in Zones AH and AO, adequate drainage paths shall be provided to guide floodwaters around and away from proposed structures.

302.2 Subdivision plats. Where any portion of proposed subdivisions, including manufactured home parks and subdivisions, lies within a flood hazard area, the following shall be required:

- (1) Delineation of flood hazard areas, floodway boundaries and flood zones, and design flood elevations, as appropriate, shall be shown on preliminary plats;
- (2) Where the subdivision has more than 50 lots or is larger than 5 acres and base flood elevations are not included on the FIRM, the base flood elevations determined in accordance with Section 105.2(1) of this ordinance; and
- (3) Compliance with the site improvement and utilities requirements of Section 303 of this ordinance.

SECTION 303 SITE IMPROVEMENTS, UTILITIES AND LIMITATIONS

303.1 Minimum requirements. All proposed new development shall be reviewed to determine that:

- (1) Such proposals are consistent with the need to minimize flood damage and will be reasonably safe from flooding;
- (2) All public utilities and facilities such as sewer, gas, electric, communications, and water systems are located and constructed to minimize or eliminate flood damage; and
- (3) Adequate drainage is provided to reduce exposure to flood hazards; in Zones AH and AO, adequate drainage paths shall be provided to guide floodwaters around and away from proposed structures.

303.2 Sanitary sewage facilities. All new and replacement sanitary sewage facilities, private sewage treatment plants (including all pumping stations and collector systems), and on-site waste disposal systems shall be designed in accordance with the standards for onsite sewage treatment and disposal systems in Chapter 64E-6, F.A.C. and ASCE 24 Chapter 7 to minimize or eliminate infiltration of floodwaters into the facilities and discharge from the facilities into flood waters, and impairment of the facilities and systems.

303.3 Water supply facilities. All new and replacement water supply facilities shall be designed in accordance with the water well construction standards in Chapter 62-532.500, F.A.C. and ASCE 24 Chapter 7 to minimize or eliminate infiltration of floodwaters into the systems.

303.4 Limitations on sites in regulatory floodways. No development, including but not limited to site improvements, and land disturbing activity involving fill or regrading, shall be authorized in the regulatory floodway unless the floodway encroachment analysis required in Section 105.3(1) of this ordinance demonstrates that the proposed development or land disturbing activity will not result in any increase in the base flood elevation.

303.5 Limitations on placement of fill. Subject to the limitations of this ordinance, fill shall be designed to be stable under conditions of flooding including rapid rise and rapid drawdown of floodwaters, prolonged inundation, and protection against flood-related erosion and scour. In addition to these requirements, if intended to support buildings and structures (Zone A only), fill shall comply with the requirements of the *Florida Building Code*.

303.6 Limitations on sites in coastal high hazard areas (Zone V). In coastal high hazard areas, alteration of sand dunes and mangrove stands shall be permitted only if such alteration is approved by the Florida Department of Environmental Protection and only if the engineering analysis required by Section 105.3(4) of this ordinance demonstrates that the proposed alteration will not increase the potential for flood damage. Construction or restoration of dunes under or around elevated buildings and structures shall comply with Section 307.8(3) of this ordinance.

SECTION 304 MANUFACTURED HOMES

304.1 General. All manufactured homes installed in flood hazard areas shall be installed by an installer that is licensed pursuant to section 320.8249, F.S., and shall comply with the

requirements of Chapter 15C-1, F.A.C. and the requirements of this ordinance. If located seaward of the coastal construction control line, all manufactured homes shall comply with the more restrictive of the applicable requirements.

304.2 Foundations. All new manufactured homes and replacement manufactured homes installed in flood hazard areas shall be installed on permanent, reinforced foundations that:

- (1) In flood hazard areas (Zone A) other than coastal high hazard areas, are designed in accordance with the foundation requirements of the *Florida Building Code, Residential* Section R322.2 and this ordinance. Foundations for manufactured homes subject to 304.4.2 are permitted to be reinforced piers or other foundation elements of at least equivalent strength.
- (2) In coastal high hazard areas (Zone V), are designed in accordance with the foundation requirements of the *Florida Building Code, Residential* Section R322.3 and this ordinance.

304.3 Anchoring. All new manufactured homes and replacement manufactured homes shall be installed using methods and practices which minimize flood damage and shall be securely anchored to an adequately anchored foundation system to resist flotation, collapse or lateral movement. Methods of anchoring include, but are not limited to, use of over-the-top or frame ties to ground anchors. This anchoring requirement is in addition to applicable state and local anchoring requirements for wind resistance.

304.4 Elevation. Manufactured homes that are placed, replaced, or substantially improved shall comply with Section 304.4.1 or 304.4.2 of this ordinance, as applicable.

304.4.1 General elevation requirement. Unless subject to the requirements of Section 304.4.2 of this ordinance, all manufactured homes that are placed, replaced, or substantially improved on sites located: (a) outside of a manufactured home park or subdivision; (b) in a new manufactured home park or subdivision; (c) in an expansion to an existing manufactured home park or subdivision; or (d) in an existing manufactured home park or subdivision upon which a manufactured home has incurred "substantial damage" as the result of a flood, shall be elevated such that the bottom of the frame is at or above the elevation required, as applicable to the flood hazard area, in the *Florida Building Code, Residential* Section R322.2 (Zone A) or Section R322.3 (Zone V).

304.4.2 Elevation requirement for certain existing manufactured home parks and subdivisions. Manufactured homes that are not subject to Section 304.4.1 of this ordinance, including manufactured homes that are placed, replaced, or substantially improved on sites located in an existing manufactured home park or subdivision, unless on a site where substantial damage as result of flooding has occurred, shall be elevated such that either the:

- (1) Bottom of the frame of the manufactured home is at or above the elevation required, as applicable to the flood hazard area, in the *Florida Building Code, Residential* Section R322.2 (Zone A) or Section R322.3 (Zone V); or
- (2) Bottom of the frame is supported by reinforced piers or other foundation elements of at least equivalent strength that are not less than 36 inches in height above grade.

304.5 Enclosures. Enclosed areas below elevated manufactured homes shall comply with the requirements of the *Florida Building Code, Residential* Section R322.2 or R322.3 for such enclosed areas, as applicable to the flood hazard area.

304.6 Utility equipment. Utility equipment that serves manufactured homes, including electric, heating, ventilation, plumbing, and air conditioning equipment and other service facilities, shall comply with the requirements of the *Florida Building Code, Residential* Section R322, as applicable to the flood hazard area.

SECTION 305 RECREATIONAL VEHICLES AND PARK TRAILERS

305.1 Temporary placement. Recreational vehicles and park trailers placed temporarily in flood hazard areas shall:

- (1) Be on the site for fewer than 180 consecutive days; or
- (2) Be fully licensed and ready for highway use, which means the recreational vehicle or park model is on wheels or jacking system, is attached to the site only by quick-disconnect type utilities and security devices, and has no permanent attachments such as additions, rooms, stairs, decks and porches.

305.2 Permanent placement. Recreational vehicles and park trailers that do not meet the limitations in Section 305.1 of this ordinance for temporary placement shall meet the requirements of Section 304 of this ordinance for manufactured homes.

SECTION 306 TANKS

306.1 Underground tanks. Underground tanks in flood hazard areas shall be anchored to prevent flotation, collapse or lateral movement resulting from hydrodynamic and hydrostatic loads during conditions of the design flood, including the effects of buoyancy assuming the tank is empty.

306.2 Above-ground tanks, not elevated. Above-ground tanks that do not meet the elevation requirements of Section 306.3 of this ordinance shall:

- (1) Be permitted in flood hazard areas (Zone A) other than coastal high hazard areas, provided the tanks are anchored or otherwise designed and constructed to prevent flotation, collapse or lateral movement resulting from hydrodynamic and hydrostatic loads during conditions of the design flood, including the effects of buoyancy assuming the tank is empty and the effects of flood-borne debris.
- (2) Not be permitted in coastal high hazard areas (Zone V).

306.3 Above-ground tanks, elevated. Above-ground tanks in flood hazard areas shall be attached to and elevated to or above the design flood elevation on a supporting structure that is designed to prevent flotation, collapse or lateral movement during conditions of the design flood. Tank-supporting structures shall meet the foundation requirements of the applicable flood hazard area.

306.4 Tank inlets and vents. Tank inlets, fill openings, outlets and vents shall be:

- (1) At or above the design flood elevation or fitted with covers designed to prevent the inflow of floodwater or outflow of the contents of the tanks during conditions of the design flood; and
- (2) Anchored to prevent lateral movement resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy, during conditions of the design flood.

SECTION 307 OTHER DEVELOPMENT

307.1 General requirements for other development. All development, including man-made changes to improved or unimproved real estate for which specific provisions are not specified in this ordinance or the *Florida Building Code*, shall:

- (1) Be located and constructed to minimize flood damage;
- (2) Meet the limitations of Section 303.4 of this ordinance if located in a regulated floodway;
- (3) Be anchored to prevent flotation, collapse or lateral movement resulting from hydrostatic loads, including the effects of buoyancy, during conditions of the design flood;
- (4) Be constructed of flood damage-resistant materials; and
- (5) Have mechanical, plumbing, and electrical systems above the design flood elevation or meet the requirements of ASCE 24, except that minimum electric service required to address life safety and electric code requirements is permitted below the design flood elevation provided it conforms to the provisions of the electrical part of building code for wet locations.

307.2 Fences in regulated floodways. Fences in regulated floodways that have the potential to block the passage of floodwaters, such as stockade fences and wire mesh fences, shall meet the limitations of Section 303.4 of this ordinance.

307.3 Retaining walls, sidewalks and driveways in regulated floodways. Retaining walls and sidewalks and driveways that involve the placement of fill in regulated floodways shall meet the limitations of Section 303.4 of this ordinance.

307.4 Roads and watercourse crossings in regulated floodways. Roads and watercourse crossings, including roads, bridges, culverts, low-water crossings and similar means for vehicles or pedestrians to travel from one side of a watercourse to the other side, that encroach into regulated floodways shall meet the limitations of Section 303.4 of this ordinance. Alteration of a watercourse that is part of a road or watercourse crossing shall meet the requirements of Section 105.3(3) of this ordinance.

307.5 Concrete slabs used as parking pads, enclosure floors, landings, decks, walkways, patios and similar nonstructural uses in coastal high hazard areas (Zone V). In coastal high hazard areas, concrete slabs used as parking pads, enclosure floors, landings, decks, walkways, patios and similar nonstructural uses are permitted beneath or adjacent to buildings and structures provided the concrete slabs are designed and constructed to be:

- (1) Structurally independent of the foundation system of the building or structure;
- (2) Frangible and not reinforced, so as to minimize debris during flooding that is capable of causing significant damage to any structure; and
- (3) Have a maximum slab thickness of not more than four (4) inches.

307.6 Decks and patios in coastal high hazard areas (Zone V). In addition to the requirements of the *Florida Building Code*, in coastal high hazard areas decks and patios shall be located, designed, and constructed in compliance with the following:

- (1) A deck that is structurally attached to a building or structure shall have the bottom of the lowest horizontal structural member at or above the design flood elevation and any

supporting members that extend below the design flood elevation shall comply with the foundation requirements that apply to the building or structure, which shall be designed to accommodate any increased loads resulting from the attached deck.

- (2) A deck or patio that is located below the design flood elevation shall be structurally independent from buildings or structures and their foundation systems, and shall be designed and constructed either to remain intact and in place during design flood conditions or to break apart into small pieces to minimize debris during flooding that is capable of causing structural damage to the building or structure or to adjacent buildings and structures.
- (3) A deck or patio that has a vertical thickness of more than twelve (12) inches or that is constructed with more than the minimum amount of fill necessary for site drainage shall not be approved unless an analysis prepared by a qualified registered design professional demonstrates no harmful diversion of floodwaters or wave runup and wave reflection that would increase damage to the building or structure or to adjacent buildings and structures.
- (4) A deck or patio that has a vertical thickness of twelve (12) inches or less and that is at natural grade or on nonstructural fill material that is similar to and compatible with local soils and is the minimum amount necessary for site drainage may be approved without requiring analysis of the impact on diversion of floodwaters or wave runup and wave reflection.

307.7 Other development in coastal high hazard areas (Zone V). In coastal high hazard areas, development activities other than buildings and structures shall be permitted only if also authorized by the appropriate federal, state or local authority; if located outside the footprint of, and not structurally attached to, buildings and structures; and if analyses prepared by qualified registered design professionals demonstrate no harmful diversion of floodwaters or wave runup and wave reflection that would increase damage to adjacent buildings and structures. Such other development activities include but are not limited to:

- (1) Bulkheads, seawalls, retaining walls, revetments, and similar erosion control structures;
- (2) Solid fences and privacy walls, and fences prone to trapping debris, unless designed and constructed to fail under flood conditions less than the design flood or otherwise function to avoid obstruction of floodwaters; and
- (3) On-site sewage treatment and disposal systems defined in 64E-6.002, F.A.C., as filled systems or mound systems.

307.8 Nonstructural fill in coastal high hazard areas (Zone V). In coastal high hazard areas:

- (1) Minor grading and the placement of minor quantities of nonstructural fill shall be permitted for landscaping and for drainage purposes under and around buildings.
- (2) Nonstructural fill with finished slopes that are steeper than one unit vertical to five units horizontal shall be permitted only if an analysis prepared by a qualified registered design professional demonstrates no harmful diversion of floodwaters or wave runup and wave reflection that would increase damage to adjacent buildings and structures.
- (3) Where authorized by the Florida Department of Environmental Protection or applicable local approval, sand dune construction and restoration of sand dunes under or around elevated buildings are permitted without additional engineering analysis or certification of the diversion of floodwater or wave runup and wave reflection if the scale and location of the dune work is consistent with local beach-dune morphology and the vertical clearance

is maintained between the top of the sand dune and the lowest horizontal structural member of the building.

{See instructions for technical amendments to FBC, if any, and insert here as a new SECTION 3; technical amendments may also be adopted by separate ordinance.}

SECTION 3. APPLICABILITY.

For the purposes of jurisdictional applicability, this ordinance shall apply in **{insert name of community or all unincorporated areas of the county}**. This ordinance shall apply to all applications for development, including building permit applications and subdivision proposals, submitted on or after the effective date of this ordinance.

SECTION 4. INCLUSION INTO THE CODE OF ORDINANCES.

It is the intent of the **{community's governing body}** that the provisions of this ordinance shall become and be made a part of the **{name of community's}** Code of Ordinances, and that the sections of this ordinance may be renumbered or relettered and the word "ordinance" may be changed to "section," "article," "regulation," or such other appropriate word or phrase in order to accomplish such intentions.

SECTION 5. SEVERABILITY.

If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, declared by the courts to be unconstitutional or invalid, such decision shall not affect the validity of the ordinance as a whole, or any part thereof, other than the part so declared.

SECTION 6. EFFECTIVE DATE.

This ordinance shall take effect on **{insert date}**.

PASSED on first reading **{insert date}**.

PASSED and ADOPTED in regular session, with a quorum present and voting, by the **{governing body}**, upon second and final reading this **{insert date}**.

{Governing body}

{Chief Elected Officer}

ATTEST:

{Manager/Clerk}

APPROVED AS TO FORM:

{Attorney}

TOWN OF PALM BEACH

Town Council Meeting on: August 11, 2015

Section of Agenda

Regular Agenda - New Business

Agenda Title

Real Estate Matters

- a. Request to Authorize Negotiation for Potential Purchase of Real Property
- b. Report on Values of Off-Island Real Estate

Presenter

Jay Boodheshwar, Deputy Town Manager

Supporting Documents

- [a. Memorandum Dated August 1, 2015, from Jay Boodheshwar, Deputy Town Manager](#)
- [b. Memorandum Dated August 1, 2015, from Jay Boodheshwar, Deputy Town Manager](#)
- [b. Report of Value - 627 and 701 North Dixie Hwy](#)
- [b. Report of Value - 5976 Okeechobee Blvd.](#)

TOWN OF PALM BEACH

Information for Town Council Meeting on: August 11, 2015

To: Mayor and Town Council

Via: Thomas G. Bradford, Town Manager

From: Jay Boodheshwar, Deputy Town Manager

Re: Authorization to Negotiate Potential Purchase of Real Property

Date: August 1, 2015

STAFF RECOMMENDATION

Staff recommends Town Council authorize staff to negotiate the potential purchase of real property to be used for municipal purposes and return with an option contract if successful in reaching agreeable terms with a potential seller.

GENERAL INFORMATION

At the March 10, 2015, Town Council meeting, staff advised the Mayor and Town Council that there may be an opportunity to acquire additional real property to be used for municipal purposes. Town Attorney, John C. Randolph, has advised staff that the Town must adhere to the requirements of Florida State Statute, Section 166.045(1)(a) for the potential purchase of real property.

The statute requires that in any case in which a municipality, pursuant to the provisions of section 166.045(1)(a), seeks to acquire by purchase any real property for a municipal purpose, every appraisal, offer, or counteroffer must be in writing. Such appraisals, offers, and counteroffers are not available for public disclosure or inspection and are exempt from the provisions of section 119.07(1) until an option contract is executed or, if no option contract is executed, until 30 days before a contract or agreement for purchase is considered for approval by the governing body of the municipality. If a contract or agreement for purchase is not submitted to the governing body for approval, the exemption from section 119.07(1) will expire 30 days after the termination of negotiations. The municipality shall maintain complete and accurate records of every such appraisal, offer, and counteroffer. For the purposes of this section, the term "option contract" means a proposed agreement by the municipality to purchase a piece of property, subject to the approval of the local governing body at a public meeting after 30 days' public notice. The municipality will not be under any obligation to exercise the option unless the option contract is approved by the governing body at the public hearing specified in this section.

To ensure the Town properly complies with the statute section above, below is the timeline and process we must follow:

August 11 Town Council Meeting

1. At the August 11 meeting, Town Council will be presented a request to authorize staff to negotiate an agreed upon purchase price for the acquisition of real property and bring back an option contract for consideration. Per Section 166.045(1)(a) of the State Statute, staff cannot publicly disclose any of the properties in which we are interested in purchasing, any initial offers that have been submitted, any future counter offers, or any appraisals that may be a part of the negotiation process until such time as prescribed by the law.
2. If Town Council grants permission to negotiate a purchase price, staff will negotiate with the potential seller to identify a mutually agreed upon contract price and develop an option contract for Town Council consideration. This entire process will take place through written communications to ensure there is a full record of the negotiation process.
3. If Town Council does not authorize staff to negotiate a purchase price, the process ends.

October 13 Town Council Meeting

1. Because the State Statute requires a 30 day public notice of the meeting Town Council will give consideration to a purchase, staff will attempt to complete the negotiation process in sufficient time to allow for a 30 day notice so a potential option contract can be considered at the October 13, 2015, Town Council meeting.
2. If Town Council approves the option contract, the Town will take the appropriate steps to close on the transaction as soon as possible.

FUNDING/FISCAL IMPACT

The initially identified source of funding for any potential purchase of real property is the General Fund unrestricted balance. Said fund is expected to increase by over \$2,000,000 at the end of Fiscal Year 2015. Other funding sources could be explored at the appropriate time, if necessary.

cc: Department Directors
John C. Randolph, Town Attorney
Adis Pedraza, Purchasing Manager

TOWN OF PALM BEACH

Information for Town Council Meeting on: August 11, 2015

To: Mayor and Town Council

Via: Thomas G. Bradford, Town Manager

From: Jay Boodheshwar, Deputy Town Manager

Re: Appraisals for Off-Island Town-Owned Real Estate

Date: August 1, 2015

STAFF RECOMMENDATION

Staff recommends Town Council review the information provided in the attached reports regarding the values of 627 North Dixie Hwy, 701 North Dixie Hwy, and 5976 Okeechobee Blvd., and provide direction as necessary.

GENERAL INFORMATION

At the March 10, 2015, Town Council meeting, staff provided a full inventory and set of recommendations for all of the Town's off-island real estate. At said meeting staff was directed to solicit the services of a commercial property appraiser or similar professional to ascertain approximate values of the following properties:

- 627 North Dixie Highway
- 701 North Dixie Highway
- 5976 Okeechobee Blvd. (610' x 420' frontage only)

Subsequent to this meeting, a Request for Quotes (RFQ No. 92-2015 - Estimate of Real Estate Value) was issued. Stewart and Company, Inc. of Fort Myers, FL submitted the most qualified and cost effective proposal and was therefore employed to complete the analysis.

Based on the estimates described in the attached reports, subject to the limiting conditions and assumptions, extraordinary assumptions, and hypothetical conditions outlined in the reports, Stewart and Company has made the following value conclusions:

Current As Is Market Value of 627 N. Dixie Highway

The market value range of the fee simple estate of the property, as of July 19, 2015, is estimated to be \$75 per square foot of area to \$80 per square foot of area, for an overall range for the 20,425 square feet of area of \$1,530,000 to \$1,635,000.

Current As Is Market Value of 701 N. Dixie Highway

The market value range of the fee simple estate of the property, as of July 19, 2015, is estimated to be \$75 per square foot of area to \$80 per square foot of area, for an overall range for the 28,144 square feet of area of \$2,110,000 to \$2,250,000.

Current As Is Market Value of 5976 Okeechobee Boulevard (610x420 ft. frontage only)

The estimated range of market value per square foot for the subject, as of July 19, 2015, is \$11.50 per square foot to \$12.50 per square foot. Multiplying this by the 256,200 square feet in the subject site provides an overall range of value, after rounding, of \$2,950,000 to \$3,200,000.

SPECIAL CONSIDERATION

The City of West Palm Beach and the West Palm Beach Downtown Development Authority (DDA) have again approached the Town about a shared partnership for landscaping and aesthetic improvements to the property at 627 North Dixie. Although both entities were advised of the deadline for submitting information for consideration at the August 11 Town Council meeting, at the time of the writing of this memo the official proposal has not been received. If said proposal is received in time for consideration at the August meeting, staff will provide a verbal presentation and place the written proposal in the Mayor and Town Council's purple folders. If not, staff will request that any potential consideration for a partnership to improve this property be deferred to a future Town Council meeting.

FUNDING/FISCAL IMPACT

There is no fiscal impact related to the report on the values of the properties identified above. The fiscal impact related to the proposal from the City of West Palm Beach and the DDA is unknown at this time.

Attachments

cc: Department Directors

REAL ESTATE APPRAISAL REPORT

Of

627 and 701 N. Dixie Highway,
West Palm Beach, Palm Beach County, Florida

PO 151223

As of
July 19, 2015

Prepared For
Town of Palm Beach
360 S. County Road
Palm Beach, FL 33480

Prepared by
STEWART & COMPANY, INC.
William Stewart, MAI
State-Certified General Real Estate Appraiser-RZ233

File Name: 15-025B

Stewart & Company

Real Estate Analysts



Real Estate Analysts

5237 Summerlin Commons Blvd., Suite 305

Ft. Myers, FL 33907

239-275-2207

FAX 239-349-2611

E-mail: billstewart@stewartcoappraisal.com

July 19, 2015

Mr. Jay Boodheshwar, Deputy Town Manager
Town of Palm Beach
360 S. County Road
Palm Beach, FL 33480

Re: Real Estate Appraisal Report
627 and 701 N. Dixie Highway, West Palm Beach,
Palm Beach County, Florida
File Name: 15-025B, PO 151223

Dear Mr. Boodheshwar:

At your request, we have prepared an appraisal for the above referenced property. Please reference page 10 of this report for important information regarding the scope of research and analysis for this analysis including property identification, inspection, the highest and best use analysis, and valuation methodology.

We certify that we have no present or contemplated future interest in the property. The appraiser has provided no services with regard to the subject property in the past three years.

Your attention is directed to the Limiting Conditions and Assumptions section of this report (page 8). Acceptance of this report constitutes an agreement with these conditions and assumptions.

At the request of the client, the value estimate provided in this appraisal is a range of value, and not a specific estimate. The scope of the assignment was for the appraiser to inspect the subject properties, analyze them in relation to the market data, and provide a range of value based upon the best available comparable sales data.

The subject sites are old auto service facilities, and at the request of the client the extraordinary assumption is made that there is no contamination of the sites as a result of this previous use. If any contamination is found, the value estimated could change.

Mr. Boodheshwar
Town of Palm Beach
July 19, 2015
Page 2

Based on the appraisal described in the accompanying report, subject to the Limiting Conditions and Assumptions, Extraordinary Assumptions and Hypothetical Conditions, we have made the following value conclusion:

Current As Is Market Value of 627 N. Dixie Highway:

The "As Is" market value range of the fee simple estate of the property, as of July 19, 2015, is estimated to be \$75 per square foot of area to \$80 per square foot of area, for an overall range for the 20,425 square feet of area of:

\$1,530,000 to \$1,635,000

Current As Is Market Value of 701 N. Dixie Highway:

The "As Is" market value range of the fee simple estate of the property, as of July 19, 2015, is estimated to be \$75 per square foot of area to \$80 per square foot of area, for an overall range for the 28,144 square feet of area of:

\$2,110,000 to \$2,250,000

The market exposure time preceding July 19, 2015 would have been 6 months to nine months and the estimated marketing period as of July 19, 2015 is 6 months.

Respectfully submitted,

Stewart & Company, Inc.



William E. Stewart, MAI
State-Certified General Real Estate Appraiser RZ233

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Summary of Important Facts and Conclusions

GENERAL	
Subject:	Downtown Parcels 627 and 701 N. Dixie Highway, West Palm Beach, Palm Beach County, Florida
Owner:	Town of Palm Beach
Legal Description:	No legal descriptions were provided to the appraiser. The parcels were identified by tax identification numbers and addresses.
Date of Report:	July 19, 2015
Intended Use:	The intended use is to provide information to assist the client in negotiating the potential sale of the two subject sites.
Intended Users:	The Town of Palm Beach and its representatives.
Assessment:	\$1,188,018
Sale History:	There have been no closed transactions involving either of the subject parcels in the past three years, according to the Palm Beach County Property Appraiser site.
Improvements:	The subject improvements consist of two old auto service buildings currently used by the Town of Palm Beach for file and equipment storage.
Zoning:	The two sites on Dixie Highway are both zoned ICD-5, and Industrial Chic by the City of West Palm Beach. Both of the sites are designated Urban Central Business District in the West Palm Beach Future Land Use Plan.
Highest and Best Use as Vacant:	To redevelop the sites in accordance with the current land use regulations and market demands
Highest and Best Use as Improved:	To remove the existing improvements and redevelop the sites.

Type of Value: Market Value Range of Fee Simple Estate

Reconciled Value Ranges:	627 N. Dixie Hwy.	701 N. Dixie Hwy
Value Conclusions	\$1,530,000 to \$1,635,000	\$2,110,000 to \$2,250,000
Effective Date	July 19, 2015	July 19, 2015
Property Rights	Fee simple	Fee Simple

Definitions

MARKET VALUE is the most probable price, which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition are the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- (a) Buyer and seller are typically motivated;
- (b) Both parties are well informed or well advised, and acting in what they consider their own best interests;
- (c) A reasonable time is allowed for exposure in the open market;
- (d) Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
- (e) The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

Source: Iberiabank Appraisal Guidelines

A **Fee Simple** estate is defined as:

Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.

Marketing Time is defined as:

An opinion of the amount of time it might take to sell a real or personal property interest at the concluded market value level during the period immediately after the effective date of the appraisal.

Marketing time differs from exposure time, which is always presumed to precede the effective date of the appraisal.

Advisory Opinion 7 of the Appraisal Standards Board of The Appraisal Foundation and Statement on Appraisal Standards No. 6, "Reasonable Exposure Time in Real Property and Personal Property Market Value Opinions" address the determination of reasonable exposure and marketing time.

Gross Building Area (GBA): Total floor area of a building, excluding unenclosed areas, measured from the exterior of the walls of the above-grade area. This includes mezzanines and basements if and when typically included in the region.

Rentable Area (RA): For office buildings, the tenant's pro rata portion of the entire office floor, excluding elements of the building that penetrate through the floor to the areas below. The rentable area of a floor is computed by measuring the inside finished surface of the dominant portion of the permanent building walls, excluding any major permanent penetrations of the floor. Alternatively, the amount of space on which the rent is based; calculated according to local practice.

Gross Leasable Area (GLA): Total floor area designed for the occupancy and exclusive use of tenants, including basements and mezzanines; measured from the center of joint partitioning to the outside wall surfaces.

Limiting Conditions and Assumptions

Acceptance of and/or use of this report constitutes acceptance of the following limiting conditions and assumptions; these can only be modified by written documents executed by both parties.

This appraisal is to be used only for the purpose stated herein. While distribution of this appraisal in its entirety is at the discretion of the client, individual sections shall not be distributed; this report is intended to be used in whole and not in part.

No part of this appraisal, its value estimates or the identity of the firm or the appraiser may be communicated to the public through advertising, public relations, media sales, or other media.

All files, work papers and documents developed in connection with this assignment are the property of Stewart & Company, Inc.. Information, estimates and opinions are verified where possible, but cannot be guaranteed. Plans provided are intended to assist the client in visualizing the property; no other use of these plans is intended or permitted.

No hidden or unapparent conditions of the property, subsoil or structure, which would make the property more or less valuable, were discovered by the appraiser or made known to the appraiser. No responsibility is assumed for such conditions or engineering necessary to discover them. Unless otherwise stated, this appraisal assumes there is no existence of hazardous materials or conditions, in any form, on or near the subject property.

Unless otherwise stated in this report, the existence of hazardous substances, including without limitation asbestos, polychlorinated biphenyl, petroleum leakage, or agricultural chemicals, which may or may not be present on the property, was not called to the attention of the appraiser nor did the appraiser become aware of such during the appraiser's inspection. The appraiser has no knowledge of the existence of such materials on or in the property unless otherwise stated. The appraiser, however, is not qualified to test for such substances. The presence of such hazardous substances may affect the value of the property. The value opinion developed herein is predicated on the assumption that no such hazardous substances exist on or in the property or in such proximity thereto, which would cause a loss in value. No responsibility is assumed for any such hazardous substances, or for any expertise or knowledge required to discover them.

Unless stated herein, the property is assumed to be outside of areas where flood hazard insurance is mandatory. Maps used by public and private agencies to determine these areas are limited with respect to accuracy. Due diligence has been exercised in interpreting these maps, but no responsibility is assumed for misinterpretation.

Good title, free of liens, encumbrances and special assessments is assumed. No responsibility is assumed for matters of a legal nature.

Necessary licenses, permits, consents, legislative or administrative authority from any local, state or Federal government or private entity are assumed to be in place or reasonably obtainable.

It is assumed there are no zoning violations, encroachments, easements or other restrictions which would affect the subject property, unless otherwise stated.

The appraisers are not required to give testimony in Court in connection with this appraisal. If the appraisers are subpoenaed pursuant to a court order, the client agrees to pay the appraiser Stewart & Company, Inc.'s regular per diem rate plus expenses.

Appraisals are based on the data available at the time the assignment is completed. Amendments/modifications to appraisals based on new information made available after the appraisal was completed will be made, as soon as reasonably possible, for an additional fee.

Americans with Disabilities Act (ADA) of 1990

A civil rights act passed by Congress guaranteeing individuals with disabilities equal opportunity in public accommodations, employment, transportation, government services, and telecommunications. Statutory deadlines become effective on various dates between 1990 and 1997. Stewart & Company, Inc. has not made a determination regarding the subject's ADA compliance or non-compliance. **Non-compliance could have a negative impact on value; however this has not been considered or analyzed in this appraisal.**

Scope of Work

According to the Uniform Standards of Professional Appraisal Practice, it is the appraiser’s responsibility to develop and report a scope of work that results in credible results that are appropriate for the appraisal problem and intended users. Therefore, the appraiser must identify and consider:

- the client and intended users;
- the intended use of the report;
- the type and definition of value;
- the effective date of value;
- assignment conditions;
- typical client expectations; and
- typical appraisal work by peers for similar assignments.

This analysis is prepared for Mr. Jay Boodheshwar; Town of Palm Beach. The problem to be solved is to estimate a range of market value for each of the individual parcels considered in this assignment with the use of comparable sales data. The intended use is to provide data to assist the client in negotiating the potential sale of the two subject sites. This data is intended for the use of Town of Palm Beach and its representatives.

SCOPE OF WORK	
Report Type:	This is a Summary Report as defined by Uniform Standards of Professional Appraisal Practice under Standards Rule 2-2(B). This format provides a summary of the appraisal process, subject and market data and valuation analyses.
Property Identification:	The subject has been identified by the street address, legal description and the assessors' parcel number.
Inspection:	A complete interior and exterior inspection was completed on July 1, 2015. The site was visited a second time on July 19, 2015. The photographs used in the report were taken on July 1, 2015.
Market Area and Analysis of Market Conditions:	A complete analysis of market conditions has been made. The appraiser maintains and has access to comprehensive databases for this market area and has reviewed the market for sales and listings relevant to this analysis.
Highest and Best Use Analysis:	A highest and best use analysis as vacant and as improved was completed for the property.

Valuation Analyses

Cost Approach:	A cost approach was not applied.
Sales Comparison Approach:	A sales approach was applied as there is adequate data and this approach best reflects the market for the properties being appraised.
Income Approach:	An income approach was not applied. The scope of this appraisal was to base the range of value estimates on comparable sales data only.
Hypothetical Conditions:	There are no hypothetical conditions for this appraisal.
Extraordinary Assumptions:	Two of the subject sites are old auto service facilities, and at the request of the client the extraordinary assumption is made that there is no contamination of the sites as a result of this previous use. If any contamination is found, the value estimated could change.
Competency Statement	Within the Uniform Standards of Professional Appraisal Practice (USPAP), there is a competency rule which states that “prior to accepting an assignment or entering into an agreement to perform any assignment, an appraiser must properly identify the problem to be addressed and have the knowledge and experience to complete the assignment competently”. Regarding the subject property, the appraiser does possess the necessary knowledge and experience to competently complete this assignment.

Market Area

The general area in which the subject property is located is Palm Beach County, located along the east coast of Florida. Palm Beach County is north of the Miami Metropolitan area and east and southeast of Lake Okeechobee.

Palm Beach County is a typical coastal county along the east coast of the state. The topography of the area is such that there are barrier islands along the Atlantic Ocean coast, and these islands are bordered on the west by the Intracoastal Waterway. The majority of the population within the county lives along the beaches and in the areas to the east side of the county. The City of West Palm Beach is the largest incorporated area within the county. The central and west parts of the county consist of agricultural uses and the northern portions of the Everglades.

The overall population of the county, as of early 2010, was approximately 1.3 million people. This population is estimated to be 63% white, 16% black, and 18% Hispanic. The county also has a slightly higher percentage of foreign born residents at 22% that is typical in the state. The median income is \$52,700, somewhat higher than the state average, and nearly 40% of the county receives Social Security.

The major economic activities within the county include the Port of Palm Beach, Florida's fourth largest container port and a large cruise port. In addition, there are major bio-science, pharmaceutical and aerospace companies with the county. Agriculture is a large part of the economy, and sugar cane covers approximately one-third of the county's land mass. Tourism and construction are also major economic factors in Palm Beach County.

Transportation access into and from Palm Beach County is very good, with I-95 and the Florida Turnpike providing north/south access through the county. Access to the west coast is relatively easy via I-75, just south of the county. In addition, the All Aboard Florida rail station has recently begun construction, and when completed will provide access by train to South Florida and Orlando. Overall access into and within Palm Beach County is considered to be very good.

In conclusion, this part of Florida has a diverse economy, and has a more dense population than many parts of the State. In addition, the county has a large agricultural base to the west of the population areas. While the county has suffered from the overall economic downturn of the past few years, there is still real estate activity, and prices appear to have stabilized within the area. As the economy improves over the next few years, it is anticipated that overall real estate activity will also improve.

The immediate neighborhood within which the subject is located can be described as the central business district of the City of West Palm Beach. This area is on the mainland west of Lake Worth waterway, south of Palm Beach Lakes Boulevard and north of Okeechobee Boulevard/Lakeview Boulevard. Overall access to this area is very good, and all municipal services are available.

The predominate type of improvement within the central business district are large office buildings and retail buildings. Many of these structures are 50 plus years old, and many have been renovated to meet current standards. In addition, there are some new mixed use buildings along the waterfront. The City

of West Palm Beach city hall building and the Palm Beach County government buildings are also within this area, as are the county judicial building and the federal and state governmental office buildings. City Place is a large 77 acre commercial development in the west part of the neighborhood, and this includes office, commercial and residential uses, including a Class A office tower.

The north part of the downtown area, in which the subject sites are located, has a heavier concentration of single family uses with commercial and industrial areas. Along Dixie Highway almost all uses are commercial, although some larger residential buildings front this street. To the east of Dixie Highway and north of Quadrille Boulevard is an older area of single family homes, some with historical significance. Commercial development is moving north into these areas, primarily in the form of medical offices in conjunction with the Good Samaritan Hospital.

There are other residential uses within the downtown area, with several condominium projects being built in the last few years, and several others planned. The City offers incentive programs to encourage residential development. With the changing economy, demand for these residential uses is lessening as of the date of the appraisal.

Revitalization of the downtown area is occurring at a rapid pace, but this pace has slowed somewhat as supply caught up with demand. There have been several purchases of sites in the area that are not slated for immediate development but are being held for future use.

Construction is underway and nearing completion on Phase I of North Olive Place, a 460 unit development between N. Dixie Highway and N. Olive Avenue, north of 6th Street and on both the north and south of Eucalyptus Street. Phase I will include 264 units and a parking garage. Phase II will include the remaining 196 units in a building at the northwest corner of the site, plus an additional parking garage.

Overall occupancies and rent levels within the downtown business district have gone up and down over the last few years, but as of the date of appraisal, there is indication that both are improving. Developers are taking interest in vacant tracts in the downtown area, if not for immediate development, for development in the near future. The All Aboard Florida project, just southwest of the subject sites, should help increase interest and demand in the downtown area, and this should result in increased development and redevelopment in the near future.

Location Map



Market Area Map



Property Description

627 N. Dixie Highway

SITE-627 N. DIXIE HIGHWAY	
Location:	This site is located on the west side of N. Dixie Highway, and is bounded on the south by N. Quadrille Boulevard and on the north by 6th Street.
Current Use of the Property:	The site is improved with an old auto service building currently being used as a storage facility for paper files and records.
Site Size:	Total: 0.4689 acres; 20,425 square feet
	Usable: 0.4689 acres; 20,425 square feet
Shape:	The site has an irregular shape, but the shape is not considered detrimental to development
Frontage/Access:	The subject property has good access with frontage as follows: • N. Dixie Highway • N. Quadrille Boulevard • 6th Street It is a corner lot.
Visibility:	Good
Topography:	The subject has level topography at grade and no areas of wetlands.
Soil Conditions:	The soil conditions observed at the subject appear to be typical of the region and adequate to support development.
Utilities:	Electricity: The site is served by electricity Sewer: Public Water: Public Underground Utilities: Power lines and telephone lines are overhead Adequacy: The site has full utilities that are considered adequate
Site Improvements:	• There are street lights • There are sidewalks around the site • There are curbs and gutter • There is almost no landscaping on the site as the site has little pervious surface remaining.

Flood Zone:	The subject is located in an area mapped by the Federal Emergency Management Agency (FEMA). The subject is located in FEMA flood zone X, which is not classified as a flood hazard area. FEMA Map Number: 1202290015B FEMA Map Date: March 1, 1979 The subject is not in a flood zone.
Wetlands/Watershed:	There are no apparent wetlands on the site
Existing Improvements:	The subject improvements are an old auto service facility that is currently being used for file and equipment storage by the Town of Palm Beach. This building was built in 1935, and contains a total building area of 6,837 square feet. The building is concrete block with some decorative finishes, concrete footers and a flat roof. Interior finishes are basic, with painted drywall partitions, plaster and drywall ceilings, and concrete floors. There is vinyl tile flooring in portion of the interior, and bare concrete flooring in others. The building does have climate control systems to project the paper files being store, including some ducted air-conditioning and some area with wall air-conditioning. The exterior includes a large canopy along the east and north sides of the building, and almost the entire site has concrete drives and pads. There are several overhead doors for auto access to the building. The condition of the building is adequate for the existing use, but the structure has receiving little modernization beyond that necessary for the file storage use.
Environmental Issues:	There are no known environmental issues
Encumbrance / Easements:	There are no known detrimental easements or encumbrances
Site Comments:	The subject site has a very good location at a signalized intersection. The site has good exposure and access, and is of adequate size for redevelopment.

Subject Photographs for 627 N. Dixie Highway



N. Quadrille Boulevard Looking East Toward N. Dixie Highway



N. Dixie Highway Looking South Toward N. Quadrille Boulevard



Subject Property Looking Southwest for N. Dixie Hwy. at 6th Street



Subject Property Looking Northeast from N. Quadrille Boulevard

Aerial Plat of 627 N. Dixie Highway



701 N. Dixie Highway

SITE 3-701 N. DIXIE HIGHWAY

Location:	The site is located on the west side of N. Dixie Highway, and the north side of 6th Street.
Current Use of the Property:	The site is improved with an old service station that is currently being used for materials and equipment storage.
Site Size:	Total: 0.6461 acres; 28,144 square feet Usable: 0.6461 acres; 28,144 square feet The entire subject site is considered usable.
Shape:	Rectangular
Frontage/Access:	The subject property has good access with frontage as follows: • N. Dixie Highway • 6th Street • It is a corner lot.
Visibility:	Good
Topography:	The subject has level topography at grade and no areas of wetlands.
Soil Conditions:	The soil conditions observed at the subject appear to be typical of the region and adequate to support development.
Utilities:	Electricity: The site is served by electricity Sewer: Public Water: Public Underground Utilities: Power lines and telephone lines are overhead Adequacy: The site has full utilities that are considered adequate
Site Improvements:	• There are street lights • There are sidewalks around the site • There are curbs and gutter • There is almost no landscaping on the site as the site has little pervious surface remaining.

Flood Zone:	The subject is located in an area mapped by the Federal Emergency Management Agency (FEMA). The subject is located in FEMA flood zone X, which is not classified as a flood hazard area. FEMA Map Number: 1202290015B FEMA Map Date: March 1, 1979 The subject is not in a flood zone.
Wetlands/Watershed:	There are no apparent wetlands on the site
Existing Improvements:	The subject improvements consist of an old service station building which has had the fuel pumps and fuel storage tanks removed. The structure was built in 1957, and is currently used for both outside and indoor equipment storage by the Town of Palm Beach. This is a concrete block building, with concrete footers and a flat roof. There are three overhead doors for auto bays at the front of the building, and two overhead doors at the rear. There is one interior restroom and two which can be accessed for doors in the rear of the building. The interior finish is minimal. The small area that was originally the office has prefinished plywood paneling on the walls, and a suspended acoustical tile ceiling with recessed florescent lighting. Flooring is vinyl tile. The service area has bare concrete floors with unfinished ceiling area. The condition of the building is fair, with a significant amount of deferred maintenance. The exterior improvements include the pump island and canopy, and a six foot high chain link fence topped with barbed wire around the rear storage yard. Most of the rear storage yard has asphalt pavement.
Environmental Issues:	There are no known environmental issues
Encumbrance / Easements:	There are no known detrimental easements or encumbrances
Site Comments:	This site is well located with direct frontage on and exposure to N. Dixie Highway, and frontage on 6 th Street.

Subject Photographs for 701 N. Dixie Highway



N. Dixie Highway Looking North Past the Subject



6th Street Looking West from N. Dixie Highway



Subject property Looking West from N. Dixie Highway



Storage Yard behind Subject Building Looking Westerly

Aerial Plat of 701 N. Dixie Highway



701 N. Dixie Highway

Assessment and Taxes

Taxing Authority Palm Beach County

Assessment Year 2014

The site at 627 Dixie Highway has an assessed value of \$655,275, with \$510,625 applied to the site, and \$144,650 to the building.

The site at 701 N. Dixie Highway has an assessed value of \$455,965 for the site, \$76,778 for the building, for a total of \$532,743.

For the current tax year, no taxes are owed on the properties as the owner is ad valorem tax exempt. The millage rate for the area is 24.2704, which would result in an estimated tax amount for each of the subject parcels if multiplied by the assessments shown above.

For the property at 627 N. Dixie Highway, the implied tax amount would be \$15,904.

For the property at 701 N. Dixied Highway, the implied tax amount would be \$12,930.

Zoning

LAND USE CONTROLS	
Zoning Code/Future Land Use	The two sites on Dixie Highway are both zoned ICD-5, and Industrial Chic by the City of West Palm Beach. All of the sites are designated Urban Central Business District in the West Palm Beach Future Land Use Plan..
Zoning Description	The Industrial Chic district has been designated 'as an alternative neighborhood where the industrial character of the FEC railroad and less conventional house types and commercial can co-exist.' Permitted uses in Industrial Chic district are similar, but single family residential is not permitted.
FAR:	2.75 for both of the sites
Current Use Legally Conforming	The current use is conforming
Zoning Comments	These land use restrictions are typical of this area. Demolition of existing buildings is restricted to non-historic buildings and new building should be planned prior to demolition.

Highest and Best Use

Highest and best use may be defined as

The reasonably probable and legal use of vacant land or improved property, which is physically possible, appropriately supported, financially feasible, and that results in the highest value.

Legally Permissible: Legally permissible uses in this area controlled by the previously described land use regulations of the City of West Palm Beach. The sites are all currently zoned for mixed use development, within the Industrial Chic district of the Land Use Plan. The sites have the same land use designation and restrictions.

Physically Possible: The primary restriction on physically possible uses is the size of the subject site. The sites have adequate area for some type of development within the restrictions of the land use regulations.

Both of the sites have a lot frontage over 55 feet, so they have a 2.75 FAR. The land use regulations allow multiple stories, and each of the sites could develop buildings at 2.75 times the site area, within the other restrictions of the zoning districts.

Financially Feasible: Considering the current market, financially feasible uses would include many of mixed use developments allowed in the land use regulations. With the continued redevelopment and revitalization of the downtown business district, it is anticipated that there will be increasing demand for office, small retail and unique residential living units near and within the downtown area. Each of the subject sites is situated to meet this demand as it occurs.

Maximally Productive. Among the feasible uses which use will produce the highest net return, it is my opinion that the most productive use of the site is one which takes into account the location within the downtown business district and the increasing demand that will occur as revitalization of the area continues. This maximally productive use is estimated to be mixed use development on each of the sites in the near future as demand for additional office, retail and residential space is adequate to support this development.

Highest and Best Use of the Sites

The highest and best use of the sites, as vacant, is eventual mixed use development. For the two subject sites on N. Dixie Boulevard, the ground level office and retail use is consider more likely with the frontage on this major commercial artery. Upper level residential uses oriented toward the industrial area to the west are also considered likely.

Highest and Best Use as Improved

The highest and best use of the subject as improved is for removal of the existing improvements when demand is adequate to support development of the sites to the highest and best use as vacant described above.

The existing improvements do not appear to have any historical significance, and the current condition and configuration do not lend these improvements to redevelopment, in my opinion.

Valuation Methodology

Three basic approaches may be used to arrive at an estimate of market value. They are:

The Cost Approach

The Income Approach

The Sales Comparison Approach

Cost Approach

The Cost Approach is summarized as follows:

Cost New

- Depreciation

+ Land Value

= Value

Income Approach

The Income Approach converts the anticipated flow of future benefits (income) to a present value estimate through a capitalization and or a discounting process.

Sales Comparison Approach

The Sales Comparison Approach compares sales of similar properties with the subject property. Each comparable sale is adjusted for its inferior or superior characteristics. The values derived from the adjusted comparable sales form a range of value for the subject. By process of correlation and analysis, a final indicated value is derived.

Final Reconciliation

The appraisal process concludes with the Final Reconciliation of the values derived from the approaches applied for a single estimate of market value. Different properties require different means of analysis and lend themselves to one approach over the others.

Analyses Applied

A **cost analysis** was considered and was not developed because it does not produce a credible value estimate in the current market.

A **sales comparison analysis** was considered and was developed because there is adequate data to develop a value estimate and this approach reflects market behavior for this property type.

An **income analysis** was considered and was not developed because the scope of the assignment called only for the consideration of comparable sales data. In my opinion, this does not reduce the credibility of the value estimate.

Sales Comparison Approach

The Sales Comparison Approach is based on the premise that a buyer would pay no more for a specific property than the cost of obtaining a property with the same quality, utility, and perceived benefits of ownership. It is based on the principles of supply and demand, balance, substitution and externalities. The following steps describe the applied process of the Sales Comparison Approach.

The market in which the subject property competes is investigated; comparable sales, contracts for sale and current offerings are reviewed.

The most pertinent data is further analyzed and the quality of the transaction is determined.

The most meaningful unit of value for the subject property is determined.

Each comparable sale is analyzed and where appropriate, adjusted to equate with the subject property.

The value indication of each comparable sale is analyzed and the data reconciled for a final indication of value via the Sales Comparison Approach.

Comparable Sales

We have researched comparable sales of vacant sites in the area of the subject properties. These sales and location map are on the following pages

The following sales are the best vacant land sales found which are considered comparable to the subject property.

These sales are summarized on the chart below, a detailed sales data sheets are on the following pages.

No.	Location	Sale Date	Price	Size in SF	Price/ SF
1.	325-333 Datura Street	06/17/2013	\$2,850,000	31,494	\$90.49
2.	550 N. Quadrille Boulevard	03/11/2014	\$15,000,000	143,748	\$104.35
3.	550 Banyan Boulevard	06/18/2014	\$3,477,500	54,886	\$63.36
4.	2121 N. Flagler Drive	05/15/2015	\$20,000,000	197,501	\$101.27
5.	2501 N. Flagler Drive	05/15/2015	\$11,000,000	118,048	\$93.18
6.	400 Datura Street	07/21/2015	\$10,000,000	111,514	\$89.68

Land Sale No. 1



Property Identification

Record ID	7807
Property Type	Mixed-Use
Address	325-333 Datura Street, West Palm Beach, Palm Beach County, Florida
Tax ID	74-43-43-21-01-012-0120; 74-43-43-21-01-012-0131; 74-43-43-21-01-012-0150; 74-43-43-21-01-012-0162

Sale Data

Grantor	321 Datura LLC/Sperber Properties LLC and 321 Datura, LLC.
Grantee	5816 Waring Partners LLC
Sale Date	June 17, 2013
Deed Book/Page	26110/1043
Property Rights	Fee simple
Conditions of Sale	Arm's length
Financing	Cash to seller
Sale History	None in previous three years
Legal Desc.	Lengthy
Verification	CoStar, Loopnet and public records, Confirmed by William Stewart

Land Sale No. 1 (Cont.)

Sale Price	\$2,850,000
Cash Equivalent	\$2,850,000

Land Data

Zoning	Clematis Waterfront District 10, Mixed Use
Topography	Level and cleared
Utilities	Full public
Shape	Rectangular
Future Land Use Plan	Urban Central Business District-West Palm Beach
Highest and Best Use	Mixed Use development
Access	Good

Land Size Information

Gross Land Size	0.723 Acres or 31,494 SF 86,620
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Indicators

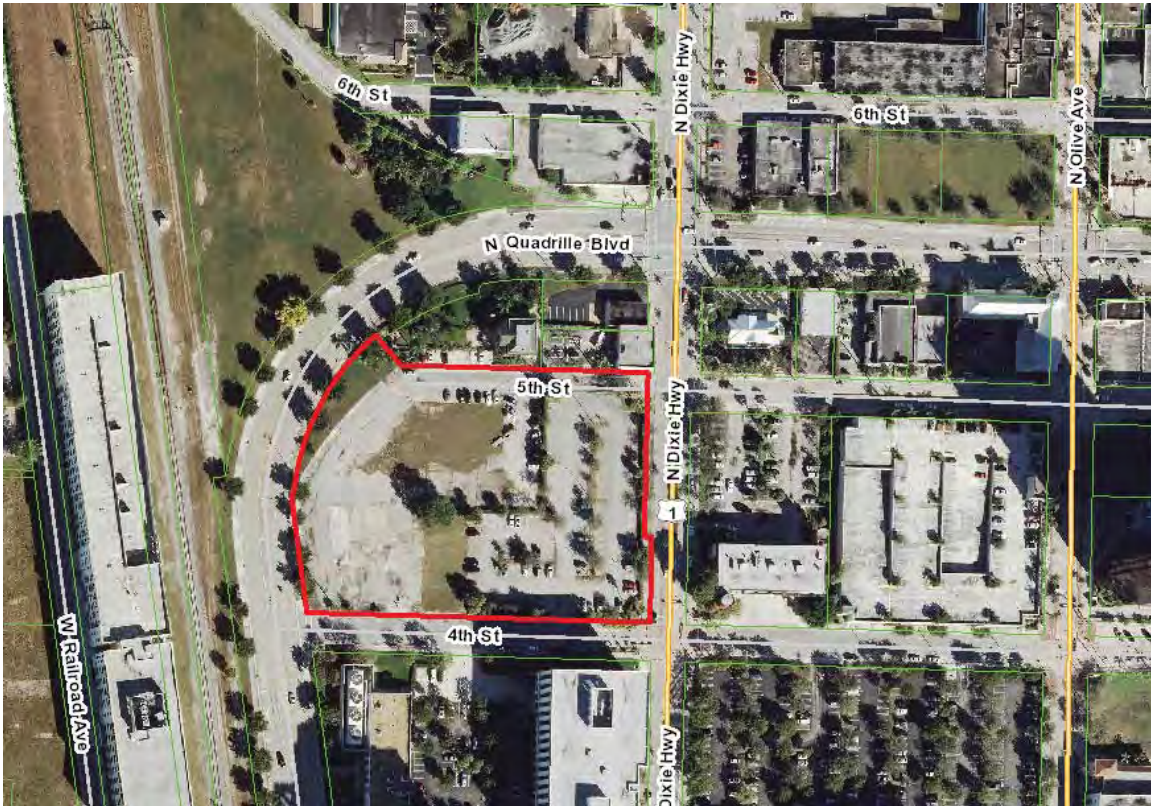
Sale Price/Gross Acre	\$3,941,909
Sale Price/Gross SF	\$90.49
Sale Price/ Density SF	\$32.90

Remarks

The four parcels were purchased in three transactions from three individual sellers. The site is currently being used as a parking lot for adjacent buildings. The reported development plans include demolition of existing improvements and the construction of a 12 story tower. The building may be apartment or office, or a combination.

The FAR is 2.75, providing a total developable density of 86,620 square feet, and a price per developable density of \$32.90.

Land Sale No. 2



Property Identification

Record ID	7804
Property Type	Commercial
Property Name	550 Q Property
Address	550 N. Quadrille Boulevard, West Palm Beach, Palm Beach County, Florida 33401
Tax ID	74-43-43-21-06-015-0010

Sale Data

Grantor	WREC Quadrille, LLC
Grantee	Melrose/Camerford Partners, LLC
Sale Date	March 11, 2014
Deed Book/Page	26660/1646
Property Rights	Fee simple
Conditions of Sale	Arm's length REO sale
Financing	\$7,500,000 Conventional loan
Sale History	None in prior three years
Legal Desc.	Lengthy
Verification	CoStar, Loopnet and public records, Confirmed by William Stewart
Sale Price	\$15,000,000

Land Sale No. 2 (Cont.)

Cash Equivalent \$15,000,000

Land Data

Zoning	GQD-10, Commercial
Topography	Level and cleared
Utilities	Full public
Shape	Irregular
Future Land Use Plan	Urban Central Business District-West Palm Beach
Highest and Best Use	Mixed use development
Access	Good

Land Size Information

Gross Land Size	3.300 Acres or 143,748 SF
Density Based on FAR	812,232

Indicators

Sale Price/Gross Acre	\$4,545,455
Sale Price/Gross SF	\$104.35
Sale Price/ Density SF	\$18.47

Remarks

This site is currently used as a parking lot, but had been proposed for a 323 unit condominium project in 2007. The site was sold by the real estate investment trust that acquired the site through foreclosure. There were reportedly no definite plans for development as of the date of sale, but options being considered are high-end office space and hotel development.

The sale included a county approved transfer of development right that will allow a total of 812,232 square feet of development. The price of \$15,000,000 was for both the land and the vested TDR units. The price per square foot of developable density is \$18.47.

Land Sale No. 3



Property Identification

Record ID	7808
Property Type	Commercial
Address	550 Banyan Boulevard, West Palm Beach, Palm Beach County, Florida
Tax ID	73-43-43-21-01-025-0024

Sale Data

Grantor	Rossrock Fund II, LP
Grantee	Tobias Partners, LP (60%) and Berendo Partners, LP (40%)
Sale Date	June 18, 2014
Deed Book/Page	26866/1104
Property Rights	Fee simple
Conditions of Sale	Arm's length
Financing	Cash to seller
Sale History	None in prior three years
Legal Desc.	Lengthy
Verification	Loopnet and public records, Confirmed by William Stewart
Sale Price	\$3,477,500

Land Sale No. 3 (Cont.)

Cash Equivalent \$3,477,500

Land Data

Zoning	Clematis Waterfront District 10, Mixed Use
Topography	Level and cleared
Utilities	Full public
Shape	Rectangular
Future Land Use Plan	Urban Central Business District-West Palm Beach
Highest and Best Use	Mixed use development
Access	Good

Land Size Information

Gross Land Size	1.260 Acres or 54,886 SF
Density Base on FAR	150,972 SF

Indicators

Sale Price/Gross Acre	\$2,759,921
Sale Price/Gross SF	\$63.36
Sale Price/ Density SF	\$23.03

Remarks

This site was purchased at auction. There were no definite development plans at the time of the sale.

The site can be developed with a FAR of 2.75, allowing a maximum square footage of 150,972 in ten stories. The price per developable square foot is \$23.03.

Land Sale No. 4



Property Identification

Record ID	7805
Property Type	Mixed-Use
Address	2121 N. Flagler Drive, West Palm Beach, Palm Beach County, Florida
Tax ID	74-43-43-10-19-004-0010

Sale Data

Grantor	JRG/BBX Development LLC
Grantee	920 N. Stanley Partners, LLC
Sale Date	May 15, 2015
Deed Book/Page	27546/1694
Property Rights	Fee simple
Conditions of Sale	Arm's length REO sale
Financing	Cash to seller
Sale History	May 2015 \$10,750,000 flipped immediately
Legal Desc.	Lengthy
Verification	Loopnet and public records, Confirmed by William Stewart
Sale Price	\$20,000,000
Cash Equivalent	\$20,000,000

Land Sale No. 4 (Cont.)

Land Data

Zoning	CMUDT-1, Mixed Use
Topography	Level and cleared
Utilities	Public
Shape	Irregular
Future Land Use Plan	Mixed Use-West Palm Beach
Highest and Best Use	Mixed use development
Access	Good

Land Size Information

Gross Land Size	4.534 Acres or 197,501 SF
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Indicators

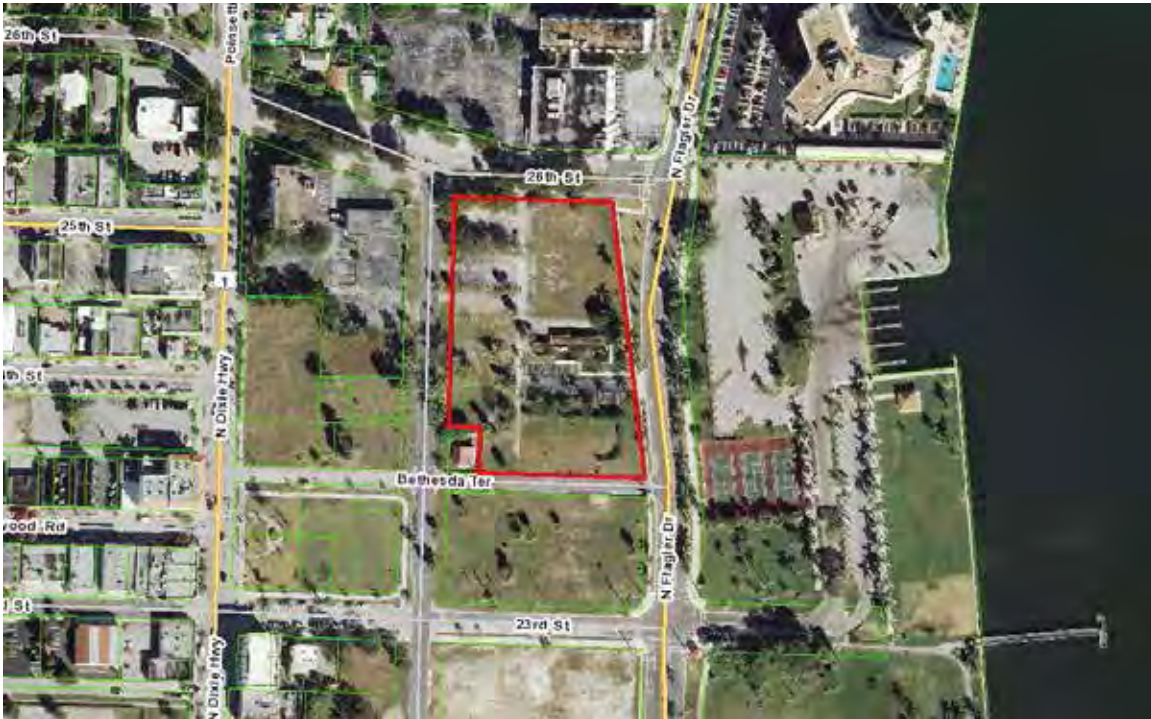
Sale Price/Gross Acre	\$4,411,116
Sale Price/Gross SF	\$101.27
Sale Price/Density SF	\$36.62

Remarks

This site was purchased in conjunction with another site owned by the same seller. While both sites are in the same are, they are not adjacent. The seller had taken title to both sites through foreclosure.

While there reportedly was no specific development plan at the time of sale, the sites will most likely be developed with a mix of retail and residential in 15 story towers. This site will be developed in conjunction with other nearby land owned by the purchaser.

Land Sale No. 5



Property Identification

Record ID	7806
Property Type	Mixed-Use
Address	2501 N. Flagler Drive, West Palm Beach, Palm Beach County, Florida
Tax ID	74-43-43-10-19-008-0011

Sale Data

Grantor	Premier Flagler, LLC
Grantee	2104 Cahuenga Partners, LP (58%) and Little Broad Beach Partners, LP (42%)
Sale Date	May 15, 2015
Deed Book/Page	27546/1690
Property Rights	Fee simple
Conditions of Sale	Arm's length REO sale
Financing	Cash to seller
Sale History	June 2012 for \$1,781,250, not arm's length
Legal Desc.	Lengthy
Verification	Loopnet and public records, Confirmed by William Stewart
Sale Price	\$11,000,000
Cash Equivalent	\$11,000,000

Land Sale No. 5 (Cont.)

Land Data

Zoning	CMUDT-1, Mixed Use
Topography	Level and cleared
Utilities	Public
Shape	Irregular
Future Land Use Plan	Mixed Use-West Palm Beach
Highest and Best Use	Mixed use development
Access	Good

Land Size Information

Gross Land Size	2.710 Acres or 118,048 SF
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Indicators

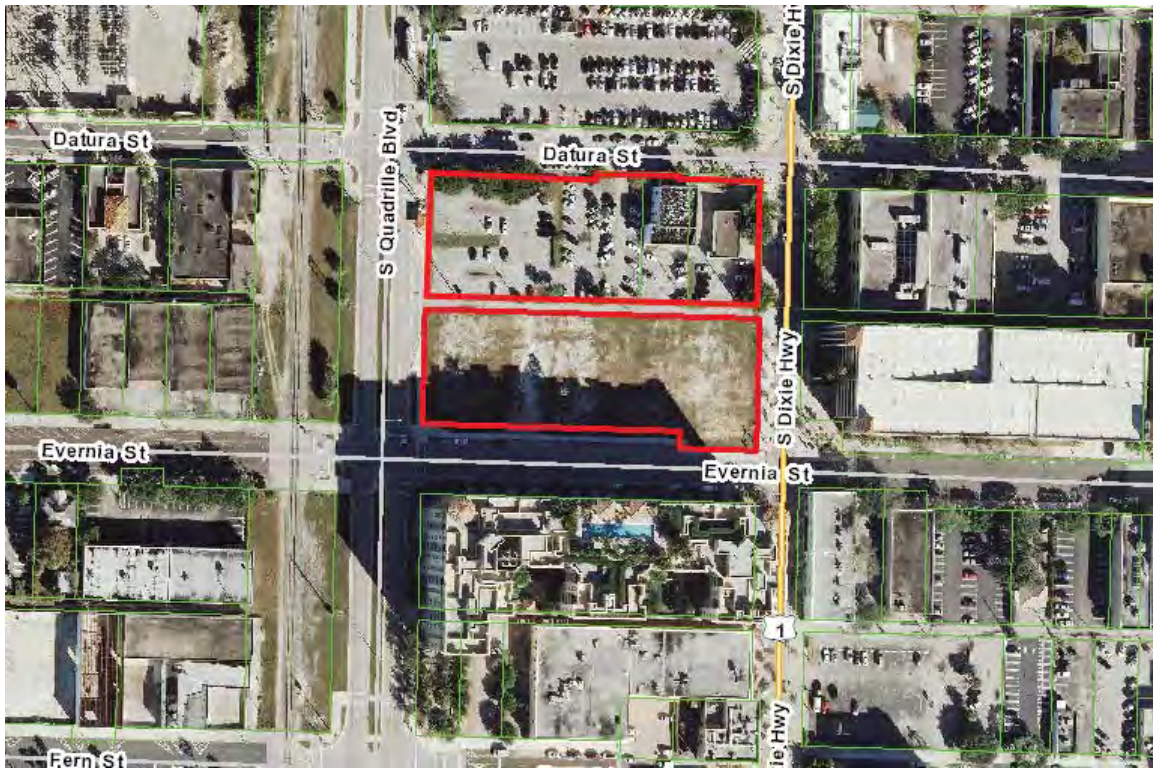
Sale Price/Gross Acre	\$4,059,041
Sale Price/Gross SF	\$93.18
Sale Price/ Density SF	\$33.88

Remarks

This site was purchased in conjunction with another site owned by the same seller. While both sites are in the same are, they are not adjacent. The seller had taken title to both sites through foreclosure. This site was improved at the time of sale, but the improvements reportedly did not contribute to value.

While there reportedly was no specific development plan at the time of sale, the sites will most likely be developed with a mix of retail and residential in 15 story towers. This site will be developed in conjunction with other nearby land owned by the purchaser.

Land Listing/Pending No. 6



Property Identification

Record ID	7809
Property Type	Mixed-Use
Address	400 Datura Street, West Palm Beach, Palm Beach County, Florida
Tax ID	Multiple tax ID

Sale Data

Grantor	207 Dixie LLC, 424 Datura LLC, and 427 Evernia LLC
Survey Date	July 21, 2015
Property Rights	Fee simple
Conditions of Sale	Arm's length
Financing	Negotiable
Sale History	None in prior three years
Legal Desc.	Lengthy
Verification	Chris Wood, CBRE; July 21, 2015; Other sources: CoStar and public records, Confirmed by William Stewart

Listing Price	\$10,000,000
Cash Equivalent	\$10,000,000

Land Data

Zoning	Quadrille Garden District 10, Mixed Use
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Land Listing/Pending No. 6 (Cont.)

Topography	Level and cleared
Utilities	Full public
Shape	Irregular
Future Land Use Plan	Urban Central Business District-West Palm Beach
Highest and Best Use	Mixed use development
Access	Good

Land Size Information

Gross Land Size	2,560 Acres or 111,514 SF
Density based on FAR	306,664 SF

Indicators

Sale Price/Gross Acre	\$3,906,250
Sale Price/Gross SF	\$89.68
Sale Price/ Density SF	\$32.61

Remarks

It was indicated that there is a contract on the property, but no information about the sale was provided. The closing is supposedly waiting upon site plan approval for a rental residential building to be developed on the site, and the listing broker is anticipating a year end closing for 2015. There are existing buildings on the site that would need to be removed prior to development.

Based upon the FAR of 2.75, the maximum square footage that could be built on the site is 306,664, and the price per square foot of developable density is \$32.61.

Land Sales Location Map



Analysis

The above sales have been analyzed and compared with the subject property. We have considered adjustments in the areas of:

- Property Rights Sold
- Financing
- Conditions of Sale
- Market Trends
- Location
- Physical Characteristics

Comparable Sale Comparisons

Property Rights

All sales transferred similar property rights, and no adjustments are considered necessary.

Financing

No financing adjustment was necessary for any of the sales.

Conditions of Sale

All sales are arm's length transactions with no unusual conditions. There are no adjustments considered necessary for sale condition.

Economic Trends

The sale dates range from 2013 to 2015. There are market indications that prices are increasing over time, and therefore the more recent sales are given greater weight.

Location

All of the sales are within the general area of the downtown business district of West Palm Beach. All are considered to generally similar locations although there are some differences. Sales Number 1, Number 2, Number 3, and Number 6 are all within the urban core business district. Sales Number 4 and Number 5 are north of this urban core, but have similar proposed uses and do provide an indication of value.

Size

All of the six sales are larger than the subject sites. The larger size of the comparables tends to provide greater options and flexibility in development and the larger size is considered superior to the smaller sizes of the subject sites. However, the subject sites are within zoning districts that allow and encourage development and redevelopment of these smaller sites, and this is considered in the analysis.

FAR

FAR represent the ratio between the size of the site and the size of improvements that can be placed on the site. For Sales Number 1, Number 2, Number 3 and Number 6, the FAR is 2.75, as it is for the subject sites. For Sales Number 4 and Number 5, there is no specific FAR found in the land use regulations, and the size of the improvements is based upon a number of other factors. The FAR of the sales in the downtown core area is considered in the analysis.

Land Sales Comparison Conclusion

All of the sales are considered in relation to each of the subject parcels. Each of the subject sites will be discussed below.

For the subject sites, the sale that is the most physically similar is Number 3 at 550 Banyan Boulevard. However, this is an older sale purchased at auction and given less weight for this reason. The most recent sale, Number 6, is considered, but this is a pending sale and the exact price is not known for analysis. It does provide a good indication of the market in this area, however. Sale Number 2 has a location similar to the subjects, but the larger size and better road frontage make this sale superior, in my opinion. The two subject sites are considered to be inferior to several of the vacant land sales, as the subject sites have old improvements that need to be removed and are a liability. However, these sites have direct frontage on Dixie Highway at or near the major signalized intersection with N. Quadrille Boulevard, and this offsets, in my opinion, the cost of the removal of the existing improvements.

Based upon the analysis of the sales data in relation to the subjects, the estimated range of value for the subject is from \$75 per square foot to \$80 per square foot.

For the site at 627 N. Dixie Highway, this range is multiplied by the size of the site of 20,425 square feet to provide a range of overall value after rounding of \$1,530,000 to \$1,635,000.

For the site at 701 N. Dixie Highway, this range is multiplied by the size of the site of 28,144 square feet to provide a range of overall value after rounding of \$2,110,000 to \$2,250,000.

Final Reconciliation

The process of reconciliation involves the analysis of each approach to value. The quality of data that is applied, the significance of each approach as it relates to market behavior and defensibility of each approach are considered and weighed. Finally, each is considered separately and comparatively with each other.

Cost Approach

The cost approach takes into consideration the ability of a potential purchaser to consider building a substitute property to the subject. As discussed, the cost approach was not utilized in this appraisal as it does not produce a credible value estimate, in our opinion.

Sales Comparison Approach

The sales comparison approach utilized several actual sales of properties which are as similar to the subject property as possible and which have occurred relatively recently. These sales were analyzed, comparisons were made, and indicated sale prices per square foot of area were analyzed. Due to the adequate quantity and quality of sales information, the sales comparison approach is considered to provide a reliable indication of value for the subject.

Income Approach – Direct Capitalization

The income approach is not considered in this appraisal as the scope of the assignment called for the analysis of comparable sales data. In addition, the highest and best use of the sites was to remove any existing improvements, and the income approach would not have been appropriate.

Value Indications

Reconciled Value Ranges:	627 N. Dixie Hwy.	701 N. Dixie Hwy
Value Conclusions	\$1,530,000 to \$1,635,000	\$2,110,000 to \$2,250,000
Effective Date	July 19, 2015	July 19, 2015
Property Rights	Fee simple	Fee Simple

Stewart & Company, Inc.



William Stewart, MAI
State-Certified General Real Estate Appraiser-RZ233

Certification Statement

I certify that, to the best of my knowledge and belief...

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions as well as requirements (if any), and are my personal, unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved. I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this report.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Uniform Standards of Professional Appraisal Practice and the Standards of Professional Appraisal Practice of the Appraisal Institute.
- The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.

- The By-Laws and Regulations of the Institute require each Member and Candidate to control the use and distribution of each appraisal report signed by such Member or Candidate. Therefore, except as hereinafter provided, the party for whom this appraisal report was prepared may distribute copies of this appraisal report, in its entirety, to such third parties as may be selected by the party for whom this appraisal report was prepared; however, selected portions of this appraisal report shall not be given to third parties without the prior written consent of the signatory of this appraisal report. Further, neither all nor any part of this appraisal report shall be disseminated to the media, sales media or other media for public communication without the prior written consent of the signator of this appraisal report.
- As of the date of this report, I have completed the requirements of the continuing education program of the Appraisal Institute.
- I have made a personal inspection of the property that is the subject of this report.
- No one provided significant real property appraisal assistance to the person signing this certification.
- This appraisal assignment was not based upon a requested minimum valuation, a specific valuation, or approval of a loan.
- The undersigned appraiser has experience in appraising properties of this type and thus meets the competency requirements.
- The appraiser has provided no services with regard to the subject in the three years prior to this assignment.

Stewart & Company, Inc.



William Stewart, MAI
State-Certified General Real Estate Appraiser RZ233

Addenda

Qualifications

QUALIFICATIONS OF WILLIAM E. STEWART, JR.

EDUCATION:

Graduate of The University of Florida in 1972

Bachelor of Science in Business Administration

Major in Real Estate and Urban Land Studies

Society of Real Estate Appraisers

Course 101: Introduction to Appraising Real Property, 1971 and 1984

Course 201: Principles of Income Property Valuation, 1975

Professional Practices Seminar, 1975 and 1979

American Institute of Real Estate Appraisers

Course II: Appraisal of Urban Properties, 1976

Course VI: Investment Analysis, 1979

Standards of Professional Practice: Ethics Seminar, 1980, 1986, and 1991

Seminars on varied subjects

MEMBERSHIPS:

Member (MAI) of the Appraisal Institute, Florida Gulf Coast Chapter

Realtor Member of the Cape Coral Association of Realtors

Accredited Cape Coral Residential Specialist Realtor

EXPERIENCE:

Hunnicuttt & Associates, Inc., Private Appraisal Department, 1972-77

Associated with John Sawyer, MAI, SRPA, 1977-1978

Associated with Paul R. Jacobs, Inc., 1978 and 1979

Jacobs, Stewart & Associates, Inc., 1980

Stewart, Stephan & Bowen, Inc., 1980 to 2010

Stewart & Company, 1998 to Present

LICENSES:

State-Certified General Real Estate Appraiser RZ233 in Florida

MISCELLANEOUS:

Qualified as an expert witness in the Lee, Collier, Hendry, and Charlotte Counties

Qualified as a fee appraiser by the Florida Department of Transportation

Qualified as a fee appraiser by the Florida Department of Environmental Protection

Qualified as a fee appraiser by the South Florida Water Management District

REAL ESTATE APPRAISAL REPORT

Of

5976 Okeechobee Boulevard,
West Palm Beach, Palm Beach County, Florida
PO 151223

As of
July 19, 2015

Prepared For
Town of Palm Beach
360 S. County Road
Palm Beach, FL 33480

Prepared by
STEWART & COMPANY, INC.
William Stewart, MAI
State-Certified General Real Estate Appraiser-RZ233

File Name: 15-025C

Stewart & Company

Real Estate Analysts



Real Estate Analysts

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Ft. Myers, FL 33907

239-275-2207

FAX 239-349-2611

E-mail: billstewart@stewartcoappraisal.com

July 19, 2015

Mr. Jay Boodheshwar, Deputy Town Manager
Town of Palm Beach
360 S. County Road
Palm Beach, FL 33480

Re: Real Estate Appraisal Report
5976 Okeechobee Boulevard, West Palm Beach,
Palm Beach County, Florida
File Name: 15-025C, PO 151223

Dear Mr. Boodheshwar:

At your request, we have prepared an appraisal for the above referenced property. Please reference page 10 of this report for important information regarding the scope of research and analysis for this analysis including property identification, inspection, the highest and best use analysis, and valuation methodology.

We certify that we have no present or contemplated future interest in the property. The appraiser has provided no services with regard to the subject property in the past three years.

Your attention is directed to the Limiting Conditions and Assumptions section of this report (page 8). Acceptance of this report constitutes an agreement with these conditions and assumptions.

At the request of the client, the value estimate provided in this appraisal is a range of value, and not a specific estimate. The scope of the assignment was for the appraiser to inspect the subject property, analyze it in relation to the market data, and provide a range of value based upon the best available comparable sales data.

Mr. Boodheshwar
Town of Palm Beach
July 19, 2015
Page 2

Based on the appraisal described in the accompanying report, subject to the Limiting Conditions and Assumptions, Extraordinary Assumptions and Hypothetical Conditions, we have made the following value conclusion:

Current As Is Market Value of 5976 Okeechobee Boulevard:

The estimated range of market value per square foot for the subject, as of July 19, 2015, is \$11.50 per square foot to \$12.50 per square foot. Multiplying this by the 256,200 square feet in the subject site provides an overall range of value, after rounding, of:

\$2,950,000 to \$3,200,000

The market exposure time preceding July 19, 2015 would have been 6 months to nine months and the estimated marketing period¹ as of July 19, 2015 is 6 months.

Respectfully submitted,

Stewart & Company, Inc.



William Stewart, MAI
State-Certified General Real Estate Appraiser-RZ233

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Summary of Important Facts and Conclusions

GENERAL	
Subject:	Okeechobee Boulevard Parcel 5976 Okeechobee Boulevard, West Palm Beach, Palm Beach County, Florida, The subject is a 5,882 acre vacant site being split from a larger parcel.
Owner:	Town of Palm Beach
Legal Description:	No legal descriptions were provided to the appraiser. The parcels were identified by tax identification numbers and addresses.
Date of Report:	July 19, 2015
Intended Use:	The intended use is to provide information to assist the client in negotiating to sell the subject site.
Intended User(s):	The Town of Palm Beach and its representatives.
Assessment:	\$2,468,443
Sale History:	There have been no closed transactions involving the subject site in the past three years according to the Palm Beach County Property Appraiser.
Improvements:	The subject site is vacant with no improvements.
Zoning:	The subject larger parcel, which includes the subject site, is Zoned RH, or residential high density, by Palm Beach County. The site is designated CH/8, or commercial high, on the future land use plan.
Highest and Best Use as Vacant:	Rezoning of the site to a commercial designation more consistent with neighborhood uses and the land use plan designation, and development with a commercial use compatible with the neighborhood.

Type of Value: Market Value Range of Fee Simple Estate

Reconciled Value Ranges: 5976 Okeechobee Boulevard

Value Conclusions \$2,950,000 to \$3,200,000

Effective Date July 19, 2015

Property Rights Fee simple

Definitions

MARKET VALUE is the most probable price, which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition are the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

(a) Buyer and seller are typically motivated;

(b) Both parties are well informed or well advised, and acting in what they consider their own best interests;

(c) A reasonable time is allowed for exposure in the open market;

(d) Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and

(e) The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

Source: Iberiabank Appraisal Guidelines

A **Fee Simple** estate is defined as:

Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.

Marketing Time is defined as:

An opinion of the amount of time it might take to sell a real or personal property interest at the concluded market value level during the period immediately after the effective date of the appraisal.

Marketing time differs from exposure time, which is always presumed to precede the effective date of the appraisal.

Advisory Opinion 7 of the Appraisal Standards Board of The Appraisal Foundation and Statement on Appraisal Standards No. 6, "Reasonable Exposure Time in Real Property and Personal Property Market Value Opinions" address the determination of reasonable exposure and marketing time.

Gross Building Area (GBA): Total floor area of a building, excluding unenclosed areas, measured from the exterior of the walls of the above-grade area. This includes mezzanines and basements if and when typically included in the region.

Rentable Area (RA): For office buildings, the tenant's pro rata portion of the entire office floor, excluding elements of the building that penetrate through the floor to the areas below. The rentable area of a floor is computed by measuring the inside finished surface of the dominant portion of the permanent building walls, excluding any major permanent penetrations of the floor. Alternatively, the amount of space on which the rent is based; calculated according to local practice.

Gross Leasable Area (GLA): Total floor area designed for the occupancy and exclusive use of tenants, including basements and mezzanines; measured from the center of joint partitioning to the outside wall surfaces.

Limiting Conditions and Assumptions

Acceptance of and/or use of this report constitutes acceptance of the following limiting conditions and assumptions; these can only be modified by written documents executed by both parties.

This appraisal is to be used only for the purpose stated herein. While distribution of this appraisal in its entirety is at the discretion of the client, individual sections shall not be distributed; this report is intended to be used in whole and not in part.

No part of this appraisal, its value estimates or the identity of the firm or the appraiser may be communicated to the public through advertising, public relations, media sales, or other media.

All files, work papers and documents developed in connection with this assignment are the property of Stewart & Company, Inc.. Information, estimates and opinions are verified where possible, but cannot be guaranteed. Plans provided are intended to assist the client in visualizing the property; no other use of these plans is intended or permitted.

No hidden or unapparent conditions of the property, subsoil or structure, which would make the property more or less valuable, were discovered by the appraiser or made known to the appraiser. No responsibility is assumed for such conditions or engineering necessary to discover them. Unless otherwise stated, this appraisal assumes there is no existence of hazardous materials or conditions, in any form, on or near the subject property.

Unless otherwise stated in this report, the existence of hazardous substances, including without limitation asbestos, polychlorinated biphenyl, petroleum leakage, or agricultural chemicals, which may or may not be present on the property, was not called to the attention of the appraiser nor did the appraiser become aware of such during the appraiser's inspection. The appraiser has no knowledge of the existence of such materials on or in the property unless otherwise stated. The appraiser, however, is not qualified to test for such substances. The presence of such hazardous substances may affect the value of the property. The value opinion developed herein is predicated on the assumption that no such hazardous substances exist on or in the property or in such proximity thereto, which would cause a loss in value. No responsibility is assumed for any such hazardous substances, or for any expertise or knowledge required to discover them.

Unless stated herein, the property is assumed to be outside of areas where flood hazard insurance is mandatory. Maps used by public and private agencies to determine these areas are limited with respect to accuracy. Due diligence has been exercised in interpreting these maps, but no responsibility is assumed for misinterpretation.

Good title, free of liens, encumbrances and special assessments is assumed. No responsibility is assumed for matters of a legal nature.

Necessary licenses, permits, consents, legislative or administrative authority from any local, state or Federal government or private entity are assumed to be in place or reasonably obtainable.

It is assumed there are no zoning violations, encroachments, easements or other restrictions which would affect the subject property, unless otherwise stated.

The appraisers are not required to give testimony in Court in connection with this appraisal. If the appraisers are subpoenaed pursuant to a court order, the client agrees to pay the appraiser Stewart & Company, Inc.'s regular per diem rate plus expenses.

Appraisals are based on the data available at the time the assignment is completed. Amendments/modifications to appraisals based on new information made available after the appraisal was completed will be made, as soon as reasonably possible, for an additional fee.

Americans with Disabilities Act (ADA) of 1990

A civil rights act passed by Congress guaranteeing individuals with disabilities equal opportunity in public accommodations, employment, transportation, government services, and telecommunications. Statutory deadlines become effective on various dates between 1990 and 1997. Stewart & Company, Inc. has not made a determination regarding the subject's ADA compliance or non-compliance. **Non-compliance could have a negative impact on value; however this has not been considered or analyzed in this appraisal.**

Scope of Work

According to the Uniform Standards of Professional Appraisal Practice, it is the appraiser’s responsibility to develop and report a scope of work that results in credible results that are appropriate for the appraisal problem and intended users. Therefore, the appraiser must identify and consider:

- the client and intended users;
- the intended use of the report;
- the type and definition of value;
- the effective date of value;
- assignment conditions;
- typical client expectations; and
- typical appraisal work by peers for similar assignments.

This analysis is prepared for Mr. Jay Boodheshwar; Town of Palm Beach. The problem to be solved is to provide a market value range for the subject property with the use of comparable sales data. The intended use is to provide data to assist the client in negotiating to sell the subject site. This data is intended for the use of Town of Palm Beach and its representatives.

SCOPE OF WORK	
Report Type:	This is a Summary Report as defined by Uniform Standards of Professional Appraisal Practice under Standards Rule 2-2(B). This format provides a summary of the appraisal process, subject and market data and valuation analyses.
Property Identification:	The subject has been identified by the street address, legal description and the assessors' parcel number.
Inspection:	A complete inspection of the site was made on July 1, 2015, and the photographs used in the appraisal were taken at that time. The site was visited again on July 19, 2015.
Market Area and Analysis of Market Conditions:	A complete analysis of market conditions has been made. The appraiser maintains and has access to comprehensive databases for this market area and has reviewed the market for sales and listings relevant to this analysis.
Highest and Best Use Analysis:	A highest and best use analysis as vacant and as improved was completed for the property.

Valuation Analyses

Cost Approach:	A cost approach was not applied. There are not improvements to be appraised and a cost approach does not provide any credible value estimate.
Sales Comparison Approach:	A sales approach was applied as there is adequate data and this approach best reflects the market for the properties being appraised.
Income Approach:	An income approach was not applied. The subject is a vacant site and an income approach is not considered appropriate.
Hypothetical Conditions:	There are no hypothetical conditions for this appraisal.
Extraordinary Assumptions:	There are no extraordinary assumptions for this appraisal.
Competency Statement	Within the Uniform Standards of Professional Appraisal Practice (USPAP), there is a competency rule which states that “prior to accepting an assignment or entering into an agreement to perform any assignment, an appraiser must properly identify the problem to be addressed and have the knowledge and experience to complete the assignment competently”. Regarding the subject property, the appraiser does possess the necessary knowledge and experience to competently complete this assignment.

Market Area

The general area in which the subject property is located is Palm Beach County, located along the east coast of Florida. Palm Beach County is north of the Miami Metropolitan area and east and southeast of Lake Okeechobee.

Palm Beach County is a typical coastal county along the east coast of the state. The topography of the area is such that there are barrier islands along the Atlantic Ocean coast, and these islands are bordered on the west by the Intracoastal Waterway. The majority of the population within the county lives along the beaches and in the areas to the east side of the county. The City of West Palm Beach is the largest incorporated area within the county. The central and west parts of the county consist of agricultural uses and the northern portions of the Everglades.

The overall population of the county, as of early 2010, was approximately 1.3 million people. This population is estimated to be 63% white, 16% black, and 18% Hispanic. The county also has a slightly higher percentage of foreign born residents at 22% that is typical in the state. The median income is \$52,700, somewhat higher than the state average, and nearly 40% of the county receives Social Security.

The major economic activities within the county include the Port of Palm Beach, Florida's fourth largest container port and a large cruise port. In addition, there are major bio-science, pharmaceutical and aerospace companies with the county. Agriculture is a large part of the economy, and sugar cane covers approximately one-third of the county's land mass. Tourism and construction are also major economic factors in Palm Beach County.

Transportation access into and from Palm Beach County is very good, with I-95 and the Florida Turnpike providing north/south access through the county. Access to the west coast is relatively easy via I-75, just south of the county. In addition, the All Aboard Florida rail station has recently begun construction, and when completed will provide access by train to South Florida and Orlando. Overall access into and within Palm Beach County is considered to be very good.

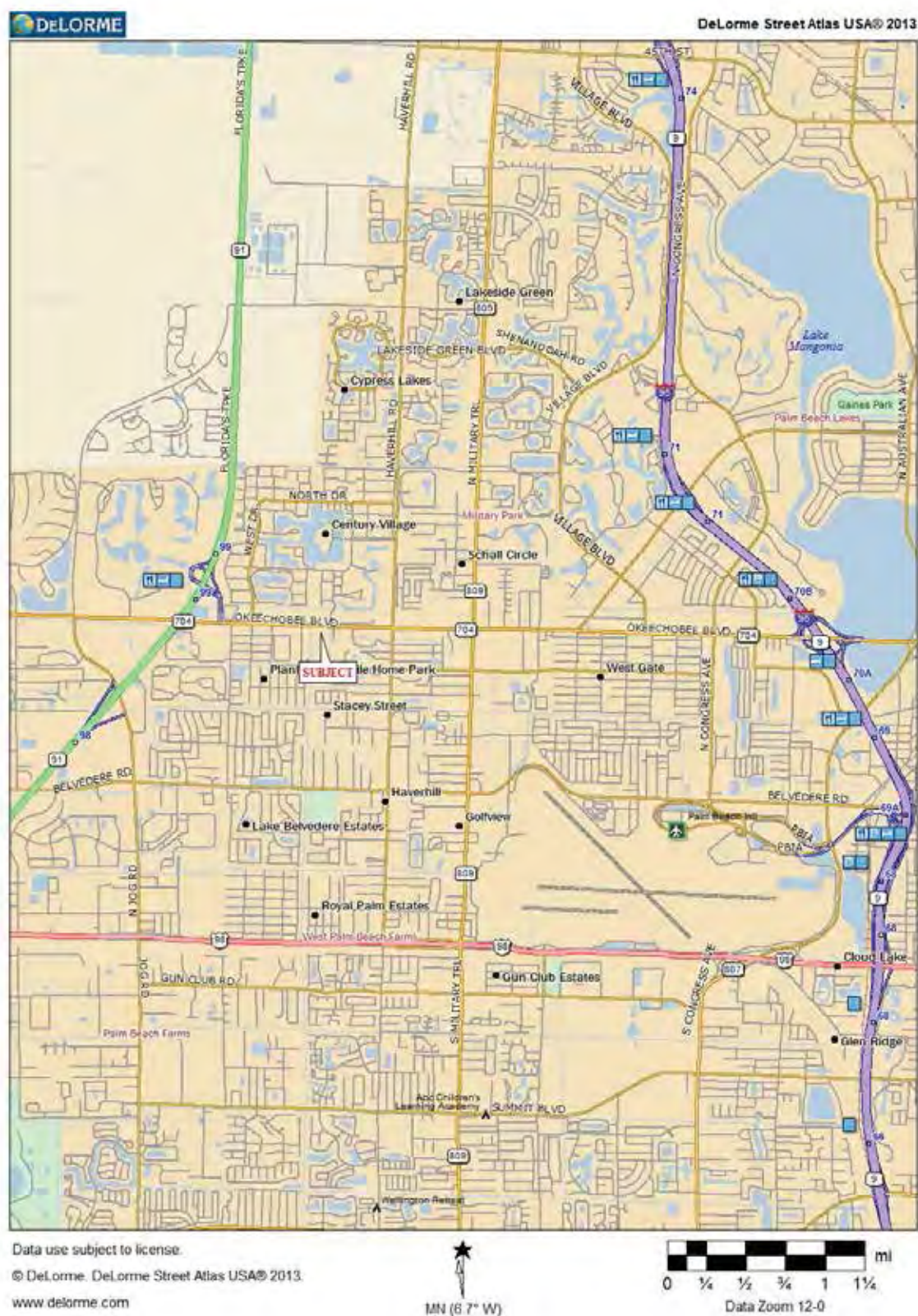
In conclusion, this part of Florida has a diverse economy, and has a more dense population than many parts of the State. In addition, the county has a large agricultural base to the west of the population areas. While the county has suffered from the overall economic downturn of the past few years, there is still real estate activity, and prices appear to have stabilized within the area. As the economy improves over the next few years, it is anticipated that overall real estate activity will also improve.

The immediate neighborhood within which the subject is located consists of the frontage parcels on Okeechobee Boulevard between the Florida Turnpike to the west and I-95 to the east. This area is west of the downtown business district of West Palm Beach. Okeechobee Boulevard through the neighborhood is an eight lane divided highway providing east/west access though much of central Palm Beach County. Almost all frontage uses along this road are commercial in character, with a wide variety of uses and property types. There is little vacant land remaining along Okeechobee Boulevard within the subject neighborhood, and demand for both vacant and improved properties is good, and prices appear to be increasing. It is my opinion that this neighborhood will continue to improve.

Location Map



Market Area Map



Property Description

The following description is based on our property inspection, and public record information.

Site	
Location:	The subject site is located at 5976 Okeechobee Boulevard. The parcel is on the south side of the road, just east of Breezy Lane.
Current Use:	The subject site is part of a larger parcel. The site that is the subject of this appraisal is vacant land.
Site Size:	Total: 5.882 acres; 256, 200 square feet.
	The subject site is cleared and available for development.
Shape:	The subject is rectangular in shape.
Frontage/Access:	Good. The subject has approximately 610 feet of frontage on Okeechobee Boulevard, and a depth of 420 feet, according to the maps provided by my client.
Visibility:	Good
Topography:	The subject has level topography at grade and no areas of wetlands.
Soil Conditions:	The soil conditions observed at the subject appear to be typical of the region and adequate to support development.
Utilities:	Electricity: The site is served by electricity.
	Sewer: Public
	Water: Public
	Adequacy: The subject has full public utilities and availability is considered adequate.
Site Improvements:	There are street lights There are sidewalks There are curbs and gutters
	There is a curb cut near the northwest corner of the site, and this curb cut leads to a driveway providing access to the improvements at the rear of the larger parcel from which the subject is being split. An easement for this driveway will need to remain on the subject, but the exact location is flexible.

Flood Zone: The subject is located in an area mapped by the Federal Emergency Management Agency (FEMA). The subject may be located in FEMA flood zone X500, which is not classified as a flood hazard area.

The subject does not appear to be within a flood zone. However, the flood zone map of Palm Beach County shows small areas of the site as 'Proposed Flood Zone AE' which would be in a flood zone. These proposed flood zones were as of August 2014, and they comprise only a small portion of the site.

FEMA Map Number: 1201920155B

FEMA Map Date: March 1, 1979

Environmental Issues: There are no known environmental issues.

Encumbrance/
Easements: There are no known detrimental easements or encumbrances. There will need to be a 22 foot wide access easement through the subject site from Okeechobee Boulevard to provide access to the southerly portion of the parcel which is not included in this appraisal.

Site Comments: This site is typical of many sites located along Okeechobee Boulevard.

Aerial Plat



** Please note that a 22 feet easement in a location TBD will need to be maintained to provide ingress/egress from Okeechobee Blvd. to the southern section of this property.

Subject Photographs



Okeechobee Boulevard Looking West from the Subject



Okeechobee Boulevard Looking East from the Subject on the Right.



Subject Road Frontage Looking Southeasterly



Subject Site Looking South from Okeechobee Boulevard



Existing Driveway Through the Site looking South from Okeechobee Boulevard



Subject Site on the Left, Looking South at the Drainage Feature
along the West Line of the Subject

Assessment and Taxes

The subject is assessed and taxed by Palm Beach County, and the information shown is for the 2014 tax year.

Taxing Authority/Jurisdiction	Palm Beach County
Assessment Year	2014
Tax Parcel Number	00-42-43-26-05-004-0000
Land Assessed Value	\$2,465,281
Building Assessed Value	\$3,162
Other Property Assessed Value	\$0
Total Assessed Value	\$2,468,443

The assessment shown is for the larger parcel from which the subject is to be split. This larger parcel contains 18.8 acres, and the assessment per acre is \$131,185. Multiplying this by the 5.882 acres contained within the subject results in an implied assessment of \$771,630. If the zoning is changes as is probable, it is likely that the site as split would be reassessed to reflect this change.

As the current owner is tax exempt, there were no ad valorem taxes for the subject for 2014. However, at tax amount that would apply to a non-tax exempt owner can be estimated by multiplying the millage rate for the area of .0188006 by the implied assessment of \$771,360. This results in as estimated tax amount for the subject of \$14,507.

Zoning

LAND USE CONTROLS	
Zoning Code/Future Land Use	The subject larger parcel, which includes the subject site, is Zoned RH, or residential high density, by Palm Beach County. The portion of the site that includes the subject is designated CH/8, or commercial high, on the future land use plan..
Zoning Description	The residential high density use for the subject allows a variety of multi-family residential uses. The CH/8 land use plan designation allows a wide variety of commercial uses, primarily geared toward those 'providing a wide variety of service for individuals, business and government establishments and other organizations.'
Zoning Change Likely	The subject site is being split from a larger parcel. The RH zoning makes some sense for the larger parcel, but is not considered reasonable for the smaller subject site fronting on heavily commercial Okeechobee Boulevard. The site immediately east of the subject is a neighborhood retail facility, and the property immediately west is a car dealership. The majority of the smaller sites fronting Okeechobee Boulevard in this area are zoned CG, or Commercial General, and it is my opinion that a rezoning to CG would be possible, if not probable. This rezoning would allow many of the commercial uses permitted within the CH/8 commercial land use plan designation.
Current Use Legally Conforming	The current use is conforming
Zoning Comments	The current land use regulations are not typical for the area for a site of this type, and are a result, in my opinion, of the ownership of the site by a public entity. A rezoning to a designation more in-line with the area is considered probable.

Highest and Best Use

Highest and best use may be defined as

The reasonably probable and legal use of vacant land or improved property, which is physically possible, appropriately supported, financially feasible, and that results in the highest value.

Legally Permissible: Legally permissible uses in this area controlled by the previously described land use regulations of Palm Beach County. These regulations currently allow are in conflict, with the zoning being for high density residential use, and the land use plan designation being commercial high, which only allows limited residential uses. Based upon the character of the area and the surrounding zoning, it is considered probable that the subject site could be rezoned to CG, as is much of the frontage along Okeechobee Boulevard. This would be consistent with the land use plan designation and the other sites within the neighborhood. In this case, legally permissible uses would be commercially oriented.

Physically Possible: The primary restriction on physically possible uses is the size of the subject site. At over five acres and with over 600 feet of road frontage, the site is large enough for almost any legally permitted commercial uses, and is also large enough to subdivide and have a mix of uses. The physically possible uses would any of the legally permissible commercial uses, if the zoning change is obtained.

Financially Feasible: Considering the current market, financially feasible uses would include many of the commercial uses along Okeechobee Boulevard. This could include retail, professional office, restaurants, and other commercially oriented uses. In addition, the site is large enough that a mix of these uses could be situated on the parcel.

Maximally Productive. Among the feasible uses which use will produce the highest net return, it is my opinion that the most productive use of the site is one which takes into account the location along Okeechobee Boulevard. This would be a mix of commercial uses, developed as demand dictates.

Highest and Best Use of the Site

The highest and best use of the site, as vacant, is for the development of a mix of commercial uses consistent with the neighborhood. This could not occur until the process of changing the zoning to be consistent with the land use plan designation has occurred, and this process could be lengthy.

Valuation Methodology

Three basic approaches may be used to arrive at an estimate of market value. They are:

The Cost Approach

The Income Approach

The Sales Comparison Approach

Cost Approach

The Cost Approach is summarized as follows:

Cost New

- Depreciation

+ Land Value

= Value

Income Approach

The Income Approach converts the anticipated flow of future benefits (income) to a present value estimate through a capitalization and or a discounting process.

Sales Comparison Approach

The Sales Comparison Approach compares sales of similar properties with the subject property. Each comparable sale is adjusted for its inferior or superior characteristics. The values derived from the adjusted comparable sales form a range of value for the subject. By process of correlation and analysis, a final indicated value is derived.

Final Reconciliation

The appraisal process concludes with the Final Reconciliation of the values derived from the approaches applied for a single estimate of market value. Different properties require different means of analysis and lend themselves to one approach over the others.

Analyses Applied

A **cost analysis** was considered and was not developed because it does not produce a credible value estimate in the current market.

A **sales comparison analysis** was considered and was developed because there is adequate data to develop a value estimate and this approach reflects market behavior for this property type.

An **income analysis** was considered and was not developed because the scope of the assignment called only for the consideration of comparable sales data. In my opinion, this does not reduce the credibility of the value estimate.

Sales Comparison Approach

The Sales Comparison Approach is based on the premise that a buyer would pay no more for a specific property than the cost of obtaining a property with the same quality, utility, and perceived benefits of ownership. It is based on the principles of supply and demand, balance, substitution and externalities. The following steps describe the applied process of the Sales Comparison Approach.

The market in which the subject property competes is investigated; comparable sales, contracts for sale and current offerings are reviewed.

The most pertinent data is further analyzed and the quality of the transaction is determined.

The most meaningful unit of value for the subject property is determined.

Each comparable sale is analyzed and where appropriate, adjusted to equate with the subject property.

The value indication of each comparable sale is analyzed and the data reconciled for a final indication of value via the Sales Comparison Approach.

Comparable Sales

We have researched comparable sales of both vacant and improved industrial properties in the area of the subject. These sales and location maps are on the following pages

Vacant Land Sales

The following sales are the best vacant land sales found which are considered comparable to the subject property.

These sales are summarized on the chart below, a detailed sales data sheets are on the following pages.

No.	Location	Sale Date	Price	Size in SF	Price/ SF
1.	2620 Okeechobee Boulevard	07/09/2012	\$1,300,000	101,930	\$12.75
2.	5613 Okeechobee Boulevard	01/28/2014	\$550,000	78,190	\$7.03
3.	1950 Golden Lakes Boulevard	06/03/2014	\$1,035,000	81,762	\$12.66
4.	2630 Okeechobee Boulevard	05/15/2015	\$400,000	5,489	\$72.88

Land Sale No. 1



Property Identification

Record ID	7811
Property Type	Commercial
Address	2620 Okeechobee Boulevard, West Palm Beach, Palm Beach County, Florida
Tax ID	Multiple tax id numbers

Sale Data

Grantor	Palm Beach Imports, Inc.
Grantee	Sil-Fir Corp.
Sale Date	July 09, 2012
Deed Book/Page	25328/0180
Property Rights	Fee simple
Conditions of Sale	Arm's length
Financing	Cash to seller
Sale History	None in prior three years
Legal Desc.	Lengthy
Verification	Other sources: Public records, Confirmed by William Stewart
Sale Price	\$1,300,000
Cash Equivalent	\$1,300,000

Land Sale No. 1 (Cont.)

Land Data

Zoning	Frontage is CG, south portion is RH
Topography	Partially cleared
Utilities	Public
Shape	Irregular
Future Land Use Plan	CN and RH-Palm Beach County
Highest and Best Use	Commercial development
Access	Good

Land Size Information

Gross Land Size	2.340 Acres or 101,930 SF
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Indicators

Sale Price/Gross Acre	\$555,556
Sale Price/Gross SF	\$12.75

Remarks

This is the first, and largest, purchase in an assemblage of several parcels. The most recent purchase was adjacent to this site on Okeechobee Boulevard in May of 2015.

Land Sale No. 2



Property Identification

Record ID	7813
Property Type	Commercial
Address	5613 Okeechobee Boulevard, West Palm Beach, Palm Beach County, Florida
Tax ID	00-42-43-23-42-002-0000

Sale Data

Grantor	Legacy Bank of Florida
Grantee	Two Brothers Investment Group
Sale Date	January 28, 2014
Deed Book/Page	26627/1484
Property Rights	Fee simple
Conditions of Sale	Arm's length REO sale
Financing	Cash to seller
Sale History	Jan. 2011 for \$257,900
Legal Desc.	Lengthy
Verification	Confirmed by William Stewart

Sale Price	\$550,000
Cash Equivalent	\$550,000

Land Sale No. 2 (Cont.)

Land Data

Zoning	CG, Commercial General
Topography	Level with a water feature
Utilities	Public
Shape	Rectangular
Future Land Use Plan	CH/8-Palm Beach County
Highest and Best Use	Commercial development
Access	Good, service road

Land Size Information

Gross Land Size	1.795 Acres or 78,190 SF
Usable Land Size	0.900 Acres or 39,204 SF , 50.13%
Unusable Land Size	0.895 Acres or 38,986 SF , 49.86%

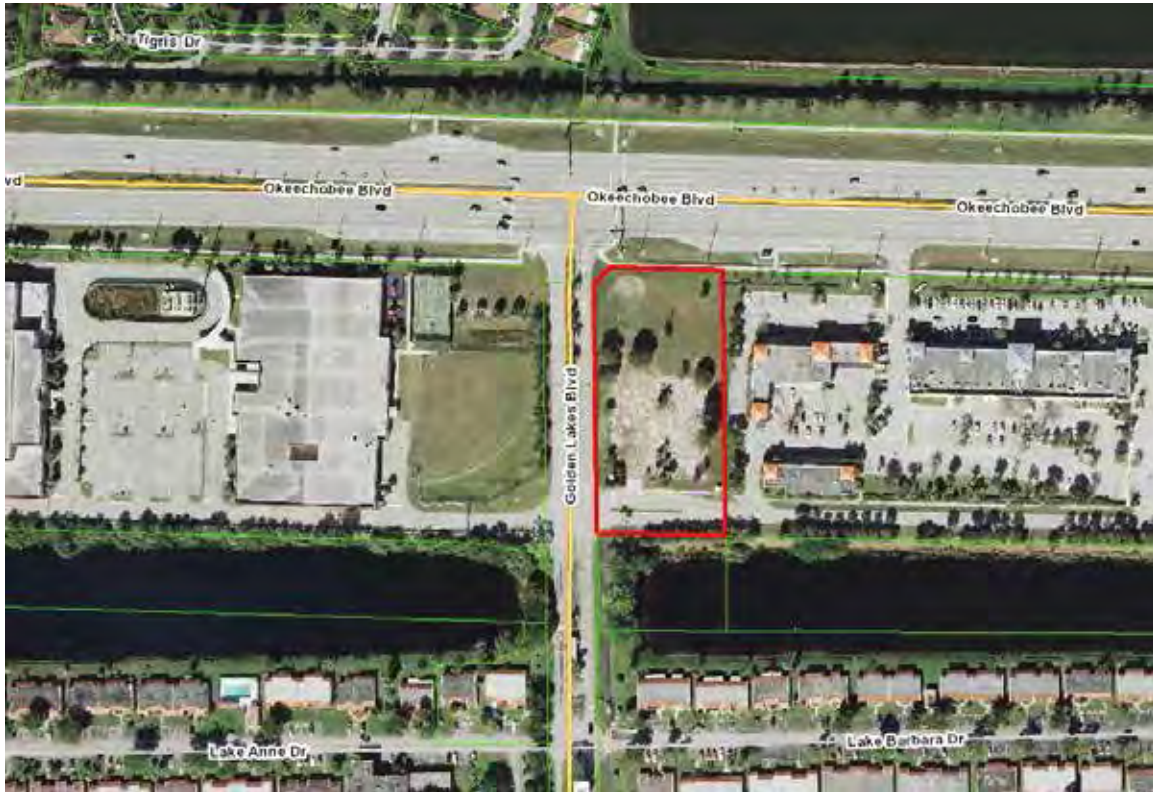
Indicators

Sale Price/Gross Acre	\$306,407
Sale Price/Gross SF	\$7.03
Sale Price/Usable Acre	\$611,111
Sale Price/Usable SF	\$14.03

Remarks

This is a typical commercial site, except that the northerly approximately 40% of the site is an existing pond. The southerly portion of the site is encumbered by the service road, leaving approximately 50% of the site buildable.

Land Sale No. 3



Property Identification

Record ID	7810
Property Type	Commercial
Address	1950 Golden Lakes Boulevard, West Palm Beach, Palm Beach County, Florida
Tax ID	74-42-43-28-43-005-0000

Sale Data

Grantor	Branch Banking and Trust Company
Grantee	AZG, Inc.
Sale Date	June 03, 2014
Deed Book/Page	26841/1849
Property Rights	Fee simple
Conditions of Sale	Arm's length REO sale
Financing	Cash to seller
Sale History	None in the prior three years
Legal Desc.	Tact E, Okeechobee Boulevard MUPD
Verification	Other sources: Public records, Confirmed by William Stewart
Sale Price	\$1,035,000
Cash Equivalent	\$1,035,000

Land Sale No. 3 (Cont.)

Land Data

Zoning	CG, General Commercial
Topography	Level and cleared
Utilities	Public
Shape	Rectangular
Future Land Use Plan	Commercial High-Palm Beach County
Highest and Best Use	Commercial development
Access	Good corner

Land Size Information

Gross Land Size	1.877 Acres or 81,762 SF
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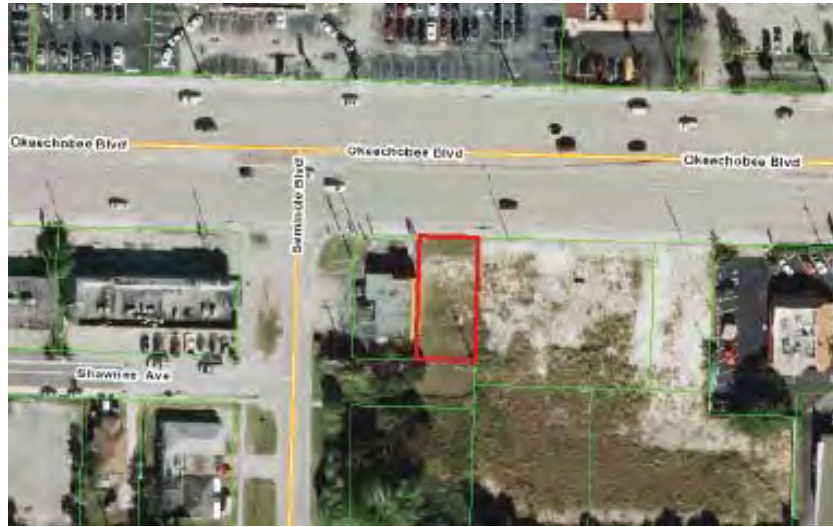
Indicators

Sale Price/Gross Acre	\$551,412
Sale Price/Gross SF	\$12.66

Remarks

This site is access by Golden Lakes Boulevard, a signalized intersection, and a service road along the south line. The service road lessens the usable area of the site.

Land Sale No. 4



Property Identification

Record ID	7812
Property Type	Commercial
Address	2630 Okeechobee Boulevard, West Palm Beach, Palm Beach County, Florida
Tax ID	00-43-43-30=01-004-0030

Sale Data

Grantor	Spencer Square Holdings, Inc.
Grantee	Sil-Fir Corp.
Sale Date	May 15, 2015
Deed Book/Page	27546/100
Property Rights	Fee simple
Conditions of Sale	Arm's length
Financing	Cash to seller
Sale History	None in prior three years
Legal Desc.	Lengthy
Verification	Other sources: Public records, Confirmed by William Stewart

Sale Price	\$400,000
Cash Equivalent	\$400,000

Land Data

Zoning	CG, Commercial
Topography	Cleared
Utilities	Public
Shape	Irregular
Future Land Use Plan	CN-Palm Beach County
Highest and Best Use	Commercial development
Access	Good

Land Sale No. 4 (Cont.)

Land Size Information

Gross Land Size 0.126 Acres or 5,489 SF

Indicators

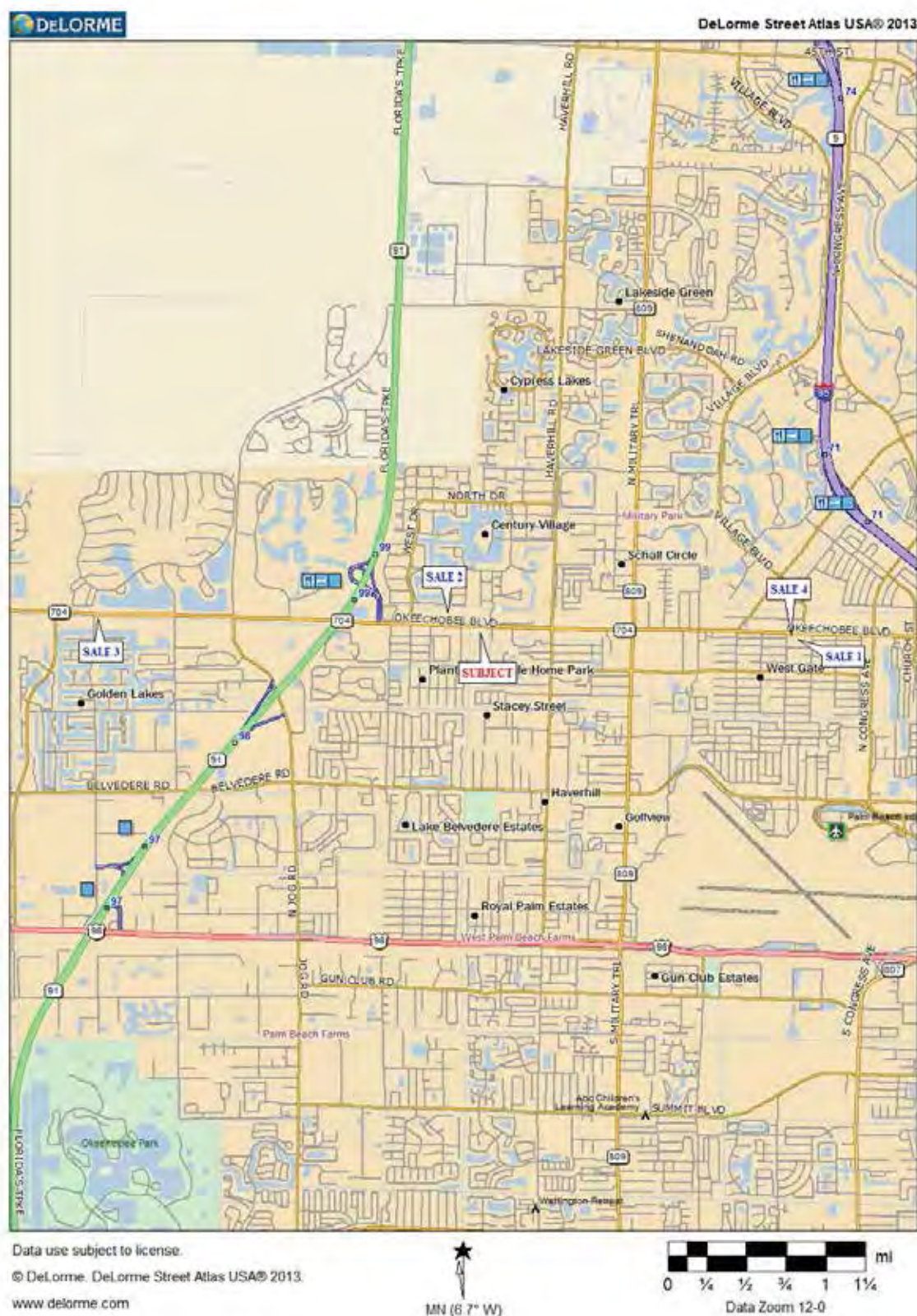
Sale Price/Gross Acre \$3,174,603

Sale Price/Gross SF \$72.88

Remarks

This is the most recent purchase in an assemblage of several parcels. This parcel provided addition frontage on Okeechobee Boulevard for the larger site.

Land Sales Location Map



Analysis

The above sales have been analyzed and compared with the subject property. We have considered adjustments in the areas of:

- Property Rights Sold
- Financing
- Conditions of Sale
- Market Trends
- Location
- Physical Characteristics

Comparable Sale Comparisons

Property Rights

All sales transferred similar property rights, and no adjustments are considered necessary.

Financing

No financing adjustment was necessary for any of the sales.

Conditions of Sale

All sales are arm's length transactions with no unusual conditions. There are no adjustments considered necessary for sale condition.

Economic Trends

The sale dates range from 2012 to 2015. There are market indications that prices are increasing over time, and therefore the more recent sales are given greater weight.

Location

All of the sales are within the general area of the sales have frontage on Okeechobee Boulevard. Sale Number three is just west of the subject neighborhood, but it was considered necessary to extend the search for sales data due to the small number of vacant sites within the immediate neighborhood, and the lack of recent sales data.

Size

All of the sales are smaller than the subject, and Sale Number 4 is much smaller. Sale Number 4 would not typically have been included in this analysis, but is included as it is the only sale found in 2015. However, it is the most recent purchase in the assemblage represented by Sale Number 1, and the price is considered much too high for this reason.

Zoning

As mentioned previously, the subject site has multifamily zoning as part of the larger parcel, but the land use plan designation is for commercial use consistent with the neighborhood. The highest and best use is for the rezoning to commercial to be consistent with the land use plan and the neighborhood, but this can be a lengthy process and the sales are all considered superior to the subject as they already have the appropriate commercial zoning.

Land Sales Comparison Conclusion

All of the sales are considered, and the range of prices per square foot is from a low of \$7.03 for Sale Number 2 to a high of \$72.88 for Sale Number 4. The reason for the unreasonably high price for Sale 4 has been discussed, and this sale is given little weight, except to represent that there is demand for frontage parcels within the neighborhood.

Sale Number 1 is the oldest sale but is included as it is the most similar in size to the subject. This parcel has commercial zoning along the road frontage and residential zoning at the rear of the site. The sale is considered to be inferior with regard to date of sale, but superior with regard to zoning.

Sale Number 2 is the parcel with the most similar location to the subject, as it is almost directly across Okeechobee Boulevard. This sale does not have direct frontage and access, however, but service road frontage and access. In addition, this site has a large pond in place, which reduces the usable area of the site. This parcel is considered to be inferior to the subject physically, but is zoned appropriately. The sale price per usable square foot for this site is estimated to be \$14.03.

Sale Number 3 is the other sale considered most comparable to the subject. This parcel also has service road access, but does have direct frontage. The site is zoned commercial.

Taking all of the above into consideration, the estimated range of value per square foot for the subject is \$11.50 per square foot to \$12.50 per square foot. Multiplying this by the 256,200 square feet in the subject site provides an overall range of value, after rounding, of \$2,950,000 to \$3,200,000.

Final Reconciliation

The process of reconciliation involves the analysis of each approach to value. The quality of data that is applied, the significance of each approach as it relates to market behavior and defensibility of each approach are considered and weighed. Finally, each is considered separately and comparatively with each other.

Cost Approach

The cost approach takes into consideration the ability of a potential purchaser to consider building a substitute property to the subject. As discussed, the cost approach was not utilized in this appraisal as it does not produce a credible value estimate, in our opinion.

Sales Comparison Approach

The sales comparison approach utilized several actual sales of properties which are as similar to the subject property as possible and which have occurred relatively recently. These sales were analyzed, comparisons were made, and the indicated sale prices per square foot of land area are considered. This approach best reflects the behavior of participants in the market.

Income Approach – Direct Capitalization

The income approach is not considered in this appraisal as the site is vacant land with no improvements to produce income.

Value Indications

Reconciled Value Ranges:	5976 Okeechobee Boulevard
Value Conclusions	\$2,950,000 to \$3,200,000
Effective Date	July 19, 2015
Property Rights	Fee simple

Stewart & Company, Inc.



William Stewart, MAI
State-Certified General Real Estate Appraiser-RZ233

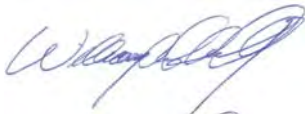
Certification Statement

I certify that, to the best of my knowledge and belief...

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions as well as requirements (if any), and are my personal, unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved. I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this report.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Uniform Standards of Professional Appraisal Practice and the Standards of Professional Appraisal Practice of the Appraisal Institute.
- The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.

- The By-Laws and Regulations of the Institute require each Member and Candidate to control the use and distribution of each appraisal report signed by such Member or Candidate. Therefore, except as hereinafter provided, the party for whom this appraisal report was prepared may distribute copies of this appraisal report, in its entirety, to such third parties as may be selected by the party for whom this appraisal report was prepared; however, selected portions of this appraisal report shall not be given to third parties without the prior written consent of the signatory of this appraisal report. Further, neither all nor any part of this appraisal report shall be disseminated to the media, sales media or other media for public communication without the prior written consent of the signator of this appraisal report.
- As of the date of this report, I have completed the requirements of the continuing education program of the Appraisal Institute.
- I have made a personal inspection of the property that is the subject of this report.
- No one provided significant real property appraisal assistance to the person signing this certification.
- This appraisal assignment was not based upon a requested minimum valuation, a specific valuation, or approval of a loan.
- The undersigned appraiser has experience in appraising properties of this type and thus meets the competency requirements.
- The appraiser has provided no services with regard to the subject in the three years prior to this assignment.

Stewart & Company, Inc.



William Stewart, MAI
State-Certified General Real Estate Appraiser RZ233

Addenda

Qualifications

QUALIFICATIONS OF WILLIAM E. STEWART, JR.

EDUCATION:

Graduate of The University of Florida in 1972

Bachelor of Science in Business Administration

Major in Real Estate and Urban Land Studies

Society of Real Estate Appraisers

Course 101: Introduction to Appraising Real Property, 1971 and 1984

Course 201: Principles of Income Property Valuation, 1975

Professional Practices Seminar, 1975 and 1979

American Institute of Real Estate Appraisers

Course II: Appraisal of Urban Properties, 1976

Course VI: Investment Analysis, 1979

Standards of Professional Practice: Ethics Seminar, 1980, 1986, and 1991

Seminars on varied subjects

MEMBERSHIPS:

Member (MAI) of the Appraisal Institute, Florida Gulf Coast Chapter

Realtor Member of the Cape Coral Association of Realtors

Accredited Cape Coral Residential Specialist Realtor

EXPERIENCE:

Hunnicuttt & Associates, Inc., Private Appraisal Department, 1972-77

Associated with John Sawyer, MAI, SRPA, 1977-1978

Associated with Paul R. Jacobs, Inc., 1978 and 1979

Jacobs, Stewart & Associates, Inc., 1980

Stewart, Stephan & Bowen, Inc., 1980 to 2010

Stewart & Company, 1998 to Present

LICENSES:

State-Certified General Real Estate Appraiser RZ233 in Florida

MISCELLANEOUS:

Qualified as an expert witness in the Lee, Collier, Hendry, and Charlotte Counties

Qualified as a fee appraiser by the Florida Department of Transportation

Qualified as a fee appraiser by the Florida Department of Environmental Protection

Qualified as a fee appraiser by the South Florida Water Management District

TOWN OF PALM BEACH

Town Council Meeting on: August 11, 2015

Section of Agenda

Regular Agenda - New Business

Agenda Title

RESOLUTION NO. 97-2015 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Awarding a Piggyback Contract to Parkmobile USA, Inc. for the Provision of Pay by Phone Parking Services, Under the Same Terms and Conditions of the Agreement Dated February 1, 2014, Between Parkmobile USA, Inc. and the City of Miami Beach, Florida; and Authorizing the Town Manager to Execute said Agreement on Behalf of the Town.

Presenter

Jay Boodheshwar, Deputy Town Manager

Supporting Documents

- [Memorandum Dated August 1, 2015, from Jay Boodheshwar, Deputy Town Manager](#)
- [Resolution No. 97-2105](#)
- [Exhibit A: Agreement Dated February 1, 2014, Between Parkmobile and the City of Miami Beach, Florida](#)
- [Parkmobile Response to RFI No. 2015 - PBP](#)

TOWN OF PALM BEACH

Information for Town Council Meeting on: August 11, 2015

To: Mayor and Town Council

Via: Thomas G. Bradford, Town Manager

From: Jay Boodheshwar, Deputy Town Manager

Re: Approval of Piggyback Contract with Parkmobile USA, Inc. for Pay by Phones Services
Resolution No. 97-2015

Date: August 1, 2015

STAFF RECOMMENDATION

Staff recommends Town Council adopt Resolution No. 97-2015, approving a piggyback contract with Parkmobile USA, Inc. (Parkmobile) for the provision of pay by phone services under the terms and conditions of the contract dated February 1, 2014, with the City of Miami Beach, Florida. Approval of said resolution will authorize the Town Manager to take the necessary steps required to execute the contract.

GENERAL INFORMATION

In December 2014, the Town issued a Request for Information (RFI No. 2015 – Pay by Phone) to learn about the various vendors providing pay by phone parking services throughout the United States. Five responses were received including one from Parkmobile. Each vendor was required to address 24 specific questions, and after a thorough review of the responses by the Town's parking committee it was determined that it would be in the Town's best interest to enter into a piggyback contract with Parkmobile via their current contract with the City of Miami Beach.

Parkmobile began doing business in the United States in 2008 and has deployed its solutions in more than 450 municipalities, universities and transit system locations throughout the United States, Australia and Europe over the past fifteen years. Parkmobile's services are currently live in a number of municipalities in Florida including Wilton Manors, Hollywood, St. Petersburg, St. Pete Beach, Tampa, Lake Worth, and West Palm Beach. Furthermore, Parkmobile has a large number of privately owned locations it services in other Florida cities spanning Orlando, Jacksonville, St. Augustine, and Fort Lauderdale. It provides pay by phone services for approximately 20,000 on-street and over 2,300 off-street parking spaces throughout Florida.

Parkmobile offers users fast and easy account set up options. Customers can register via internet, download a mobile app, utilize the mobile browser enrollment application, or call the 800 number and register via the IVR platform.

Parkmobile is capable of supporting both license plate and stall number pay by space environments. Parkmobile provides customers with a number of messaging options including a 15 minute reminder text message. Parkmobile currently has a 24/7 helpdesk and call center. First level and escalation support are handled at the internal support center, located in Atlanta GA.

Below is a summary of Parkmobile's contract with the City of Miami Beach, in which the Town will execute a piggyback contract with.

CITY OF MIAMI BEACH AGREEMENT (RFP NO. 177-2013) <u>Contract Analysis</u>	
Contract Term	Feb. 1, 2014-March 31, 2019 w/ (2), two- year OTR; Total Potential term thru March 31, 2023
Fees: Gateway Fees	None (if integrated into PM's processing partners); \$0.05 p/trans. if alternate partner
Fees: Emerging Payment (if elected)	\$0.15 p/trans. + 3% of parking
Fees: Convenience	\$0.00 to residents (i.e., must be qualified) \$0.30 non-residents using Mobile Wallet \$0.35 non-resident w/o Mobile Wallet
Fees: Credit Card Processing	Not covered thru this Agreement; Any Merchant Processing Fees are incurred thru our Merchant Services Provider.
Revenue Sharing	PM will split convenience fee revenue once revenues exceed Total Parking Collections (TPC): 50% of TPC – Town receives 10% 55% of TPC – Town receives 15% 60% of TPC – Town receives 20%
Marketing & Signage	No Cost; Borne Exclusively by PM
Termination Clause	Termination for Convenience: 30 days written notice; Termination for Cause (Town): 45 days after written notice of breach; Termination for Cause (PM): 30 days written notice
Value-Added Enhancements	• Electronic Validation Program (addtl. fees); • Digital Permit Management Program (addtl. fees); • Future Gated Parking Options (addtl. fees).

PURCHASING REVIEW

The Purchasing Division has reviewed the contract documents and found them in compliance with piggybacking requirements. This procurement has been reviewed and approved by the Purchasing Division of the Finance Department and award is hereby recommended to Parkmobile USA, Inc.

TOWN ATTORNEY REVIEW

This is a standard resolution in a form previously approved by the Town Attorney for legal form and sufficiency.

FUNDING/FISCAL IMPACT

The Town will not incur any transaction fees by providing these services, as these costs will be paid by the users and therefore no allocation of funding is required. Credit card processing fees will be borne by the Town, similar to how these fees are handled for transactions with the Duncan multi-space kiosks.

Attachments:

Resolution No. 97-2015

RFI No. 2105 – Pay by Phone Services

Agreement Dated February 1, 2014, between Parkmobile and the City of Miami Beach

cc: Jane Struder, Director of Finance
H. Paul Brazil, Director of Public Works
Adis Pedraza, Purchasing Manager
Parking Committee

RESOLUTION NO. 97-2015

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, AWARDING A PIGGYBACK CONTRACT TO PARKMOBILE USA, INC. FOR THE PROVISION OF PAY BY PHONE PARKING SERVICES, UNDER THE SAME TERMS AND CONDITIONS OF THE AGREEMENT DATED FEBRUARY 1, 2014, BETWEEN PARKMOBILE USA, INC. AND THE CITY OF MIAMI BEACH, FLORIDA; AND AUTHORIZING THE TOWN MANAGER TO EXECUTE SAID AGREEMENT ON BEHALF OF THE TOWN.

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

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

Section 2: The award of an agreement to Parkmobile USA, Inc. (Parkmobile) for the provision of pay by phone parking services under the same terms and conditions included in the agreement between Parkmobile and the City of Miami Beach, Florida dated February 1, 2014, attached hereto as Exhibit A, is hereby approved and the Town Manager is authorized to execute said agreement on behalf of the Town.

PASSED AND ADOPTED in a regular, adjourned session of the Town Council of the Town of Palm Beach assembled this 11th day of August 2015.

Gail L. Coniglio, Mayor

Michael J. Pucillo, Town Council President

Richard M. Kleid, Council President Pro Tem

Danielle H. Moore, Town Council Member

ATTEST:

Penelope D. Townsend, Town Council Member

Susan A. Owens, MMC, Town Clerk

Robert N. Wildrick, Town Council Member

mobile**PARKING PAY BY PHONE SERVICES AGREEMENT**

THIS PARKING SERVICES AGREEMENT (this "Agreement") is made and entered into as of this 1 day of February 2014 (the "Effective Date"), by and among **PARKMOBILE USA, INC.**, a Georgia corporation f/k/a Parkmobile North America, Inc. with offices at 3200 Cobb Galleria Parkway Suite 100 Atlanta, GA 30339 ("Parkmobile"), and the City of Miami Beach Florida, a municipal corporation, with its place of business at **City Hall, 1700 Convention Center Drive, Miami Beach, Florida, 33139, USA** ("CITY"); and as an additional party for the limited purpose of ARTICLE 1 Section 7 of this Agreement, **PARKMOBILE GROUP B.V.**, a company organized under the laws of the Netherlands ("PMG").

RECITALS:

WHEREAS, Parkmobile is engaged in the business of providing integrated solutions for the management of all parking related matters, including providing a system for the payment of street parking by mobile telephone; and

WHEREAS, Parkmobile and the City desire to enter into a mutually beneficial arrangement, pursuant to which Parkmobile will provide mobile parking services to the City, upon the terms and subject to the conditions contained herein.

NOW, THEREFORE, in consideration of the terms, conditions, covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, and in order to effectuate the above arrangement, the parties hereto agree as follows:

**ARTICLE 1
SERVICES**

1. Services Provided by Parkmobile. During the Term (as defined herein), Parkmobile shall direct its personnel to perform the services for the City as described in Exhibit 1 hereof (as amended, modified or supplemented from time to time upon the mutual written agreement of the parties, the "Services"). Parkmobile shall render the Services faithfully and to the best of its ability and in compliance with all applicable laws, Federal, State, and local laws, codes, ordinances, resolutions, administrative policies and procedures and/or rules and regulations, (collectively, "Applicable Laws"), devoting such time as is reasonably necessary to provide the Services. The precise times and manner of the performance of Services shall be as reasonably requested by the City, consistent with a schedule to be reasonably agreed upon from time to time by Parkmobile and the City. In connection with Parkmobile's performance of the Services, and in addition to Parkmobile's compliance with Applicable Laws, Parkmobile shall also be subject to, and agrees to abide by, such policies, procedures, directions and restrictions as the City, in its sole and reasonable discretion, may establish from time to time. Parkmobile shall implement the service within forty five (45) days of the effective date of this Agreement.

If the City requires additional work and/or services that are not included in this Agreement, Parkmobile and the City shall negotiate such additional work and/or services, mutually agree on the amount of additional compensation, and memorialize the terms in a written amendment to this Agreement.

2. **Help and Support.** Parkmobile agrees to use its reasonable efforts to assist the City with any technical support that the City may reasonably require in relation to using the Services. In furtherance of the foregoing, Parkmobile agrees to provide the City with preventative maintenance, corrective maintenance, adaptive maintenance and online, on-site and telephone support with respect to the Services. Each of Parkmobile and the City shall promptly notify the other of any errors or interruptions that arise during the City's use of Parkmobile's software or the Services hereunder.

3. **Error Corrections.** In the event of any errors or interruptions in the Services, Parkmobile's sole and exclusive obligation shall be to use reasonable efforts to repair or restore that portion of the Services as promptly as possible. Repair may take the form, at the option of Parkmobile, as the case may be, of: (i) corrected software applicable to the Services; (ii) corrected materials in hard copy or electronic form describing the use and operation of the software applicable to the Services, including any manuals and programming tools; (iii) instructions or procedures to bypass the problem until a more permanent correction can be implemented; or (iv) correction/clarification of the functional definition of the Services.

4. **Publicity of Services.** All brochures and promotional materials to be distributed by Parkmobile and the City in connection with the Services shall be in a form mutually agreed upon by the parties.

5. **Cooperation.** Each party shall reasonably cooperate with the other party to permit such party to perform its duties and obligations under this Agreement in a timely manner.

6. **Authority of the Parties.** Each party acknowledges and agrees that it has no authority to act on behalf of the other party other than as set forth in this Agreement or to enter into any contract or to incur any liability on behalf of the other party, except with prior written consent of an authorized officer of such party. Each party covenants that it shall not at any time represent, either orally or in writing, that it has any right, power or authority with respect to the other party not expressly granted to the other party by such party.

7. **Technology Sublicense.** PMG hereby grants the City the nonexclusive, non-transferable, non-sub-licensable, revocable right and sublicense to use the proprietary technology that PMG licenses but does not own and relates to the Services (the "Technology") in connection with the Services. The City shall not use the Technology for any use other than in connection with the Services. The City acknowledges and agrees that (a) PMG shall be its exclusive source of the Technology for the Term; and (b) all Services obtained by the City shall use the Technology as necessary. The City has no interest in or right to use the Technology or any

improvements thereto or modifications thereof except as set forth herein. In all instances, the City's use of the Technology shall inure to both party's benefit. During the Term or at any time thereafter, the City shall not commit, or cause any third party to commit, any act challenging, contesting or impairing or attempting to impair PMG's right, title and interest in and to the Technology or the validity thereof.

8. Proposal Documents. Notwithstanding the description of Parkmobile's services and without limitation, Parkmobile shall provide any and all work and services as set forth in, and in accordance to the requirements of, the Proposal Documents (which are attached as Exhibit 5 hereto and are hereby deemed incorporated by reference as if fully set forth herein). In the event of an express conflict among the RFP, Parkmobile's Proposal, and the Agreement, the precedence will be given to that term/provision which allows the City to enforce the Agreement in the strictest possible terms, and/or in accordance with the term(s) most favorable for the City.

ARTICLE 2

USER FEES; EXPENSES

1. User Fees. The user fees (the "Fees") applicable to the Services, are set forth on Exhibit 3. Exhibit 3 may be updated from time to time in writing upon the mutual agreement of the parties to reflect any changes or modifications in the Fees payable hereunder.

2. Payment. Payment is due not later than forty-five (45) days after invoice. Late payment interest of ten percent (10%) per annum may be assessed by Parkmobile on any payment past due, in which case such interest shall accrue from the payment due date to the date payment is received.

3. Taxes. Parkmobile's prices do not include sales, use, revenue or excise taxes, and accordingly, in addition to the price specified herein, the amount of any sales, use, excise or other similar tax applicable to the Services provided hereunder shall be paid by the City, or, in lieu thereof, City shall provide Parkmobile with a tax exemption certificate issued by the appropriate taxing authority.

4. Billing Disputes. The City shall not be entitled to suspend payment of any disputed invoices. Any disputes must be submitted to Parkmobile in writing and with an explanation of the reason for the dispute, within forty-five (45) days. In the event that any payment dispute is resolved in favor of the City, Parkmobile shall credit City on the immediately subsequent invoice issued to City.

5. Expenses. Except as otherwise provided herein, Parkmobile shall not charge the City any costs for the integration of its system(s) or for the management of the project and the Services. Parkmobile shall charge the City for ordinary, necessary and reasonable third party costs only on direct cost basis and only after the prior written approval of the City.

ARTICLE 3 TERM; TERMINATION

1. **Term.** This Agreement shall commence on the date that it is fully executed by all parties (the Effective Date) and shall continue in full force and effect for an initial term of five (5) years or terminated sooner as provided below (the "Term").

Following the initial term, the Agreement may be extended for two (2), two (2) year renewal terms (each a "Renewal Term"), at the sole and absolute discretion of the City. The date on which this Agreement is terminated or expires as provided herein is called the "Termination Date," and the period from the Effective Date through the Termination Date is herein called the "Term."

2. TERMINATION FOR CAUSE BY CITY

a. If Parkmobile shall fail to fulfill or otherwise violate any of the covenants, agreements, or stipulations in this Agreement, the City shall thereupon have the right to terminate the Services then remaining to be performed by giving written notice to Parkmobile of such termination which shall become effective upon receipt by Parkmobile of the written termination notice.

b. In that event, the City shall compensate Parkmobile in accordance with the Agreement for all Services performed by Parkmobile prior to termination, net of any costs incurred by the City as a consequence of the default.

c. Notwithstanding the above, Parkmobile shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Agreement by Parkmobile, and the City may reasonably withhold payments to Parkmobile for the purposes of off set until such time as the exact amount of damages due the City from Parkmobile is determined.

3. TERMINATION FOR CONVENIENCE BY CITY

The City may, for its convenience, terminate the Services then remaining to be performed at any time without cause by giving written notice to Parkmobile of such termination, which shall become effective thirty (30) days following receipt by Parkmobile of such notice. If the Agreement is terminated by the City as provided in this section, the City shall compensate Parkmobile in accordance with the Agreement for all Services actually performed by Parkmobile prior to termination. No compensation shall be due to Parkmobile for any profits that Parkmobile expected to earn on the balance of the Agreement. Such payments shall be the total extent of the City's liability to Parkmobile upon a termination as provided for in this section.

In addition to compensation for services performed, Parkmobile shall be entitled to reimbursement for initial unamortized implementation costs incurred on behalf of City for signage and marketing as outlined in Exhibit 3 (the "Reimbursement"). The Reimbursement shall be calculated as follows:

Reimbursement = \$25,000 divided by sixty (60) months x the number of months remaining during the Initial Term of this Agreement.

4. TERMINATION FOR CAUSE BY PARKMOBILE

Parkmobile may terminate its performance under this Agreement only if the City defaults and fails to cure the default after receiving written notice of it. Default by the City occurs if the City fails to perform one or more of its material duties under this Agreement. If a default occurs and Parkmobile wishes to terminate the Agreement, then Parkmobile must deliver a written notice to the City describing the default and the proposed termination date. The date must be at least thirty (30) days after the City receives notice. Parkmobile, at its sole option, may extend the proposed termination date to a later date. If the City cures the default before the proposed termination date, then the proposed termination is ineffective. If the City does not cure the default before the proposed termination date, then Parkmobile may terminate its performance under this Agreement on the termination date.

5. TERMINATION FOR CAUSE

Either party may terminate this Agreement and the rights granted herein if the other party breaches any of the provisions of this Agreement and (i) fails to remedy such breach within forty-five (45) days after receiving written notice thereof, or (ii) provided the breach does not relate to a monetary obligation, fails to (A) commence a good faith action to remedy such breach within five (5) days after receiving written notice thereof, and (B) diligently pursue such action to conclusion.

a. Should either party (i) make a general assignment for the benefit of creditors; (ii) institute liquidation proceedings or proceedings to be adjudicated as voluntarily bankrupt; (iii) consent to the filing of a petition of bankruptcy against it; (iv) be adjudicated by a court of competent jurisdiction as being bankrupt or insolvent; (v) seek reorganization under any bankruptcy act; (vi) consent to the filing of a petition seeking such reorganization; or (vii) have a decree entered against it by a court of competent jurisdiction appointing a receiver, liquidator, trustee, or assignee in bankruptcy or in an insolvency covering all or substantially all of such party's property or providing for the liquidation or dissolution of such party's property or business affairs; then, in any such event, the other party, at its option and without prior notice, may terminate this Agreement effective immediately.

6. EFFECT OF TERMINATION

a. Upon termination or expiration of this Agreement, (i) the City shall pay to Parkmobile any portion of the Fees then accrued and properly payable under this Agreement; (ii) City shall promptly return to Parkmobile all materials in its possession provided by Parkmobile or otherwise created or produced by Parkmobile in connection

with the performance of the Services hereunder; and (iii) City shall discontinue all use of the Technology and intellectual property of Parkmobile and PMG.

b. Notwithstanding the exercise by any party of its rights under this Article 3, no termination of this Agreement shall relieve either party of its liability for the payment or performance of any obligation accrued prior to the Termination Date (including any indemnification obligation arising hereunder, whether or not notice of such indemnification claim has been given before such termination, or of any rights or obligations under any other provisions, which, by their meaning or content, are intended to survive the termination hereof).

ARTICLE 4 ADDITIONAL COVENANTS OF THE PARTIES

1. **Confidentiality.** Parkmobile agrees to defend and indemnify City for all direct losses, costs and damages resulting from a determination that the Services as supplied to the City infringe any United States patent rights, copyrights or trademarks provided that: City promptly notifies Parkmobile in writing upon City becoming aware of the existence of any such suit, action, proceeding or threat; allows Parkmobile sole control of the defense and/or settlement thereof; provides such reasonable cooperation as Parkmobile may require; and, makes no admissions or other statements which may be prejudicial to Parkmobile. In no event shall City consent to any judgment or decree or do any other act in compromise of any such claim without Parkmobile's express prior written consent. In no event will Parkmobile be liable for the payment of any amount agreed to in settlement without its express consent.

2. In the event that the City is enjoined from its use of the Services due to a proceeding based upon the infringement of patent, copyright or trademark in the United States, Parkmobile shall, at its option, either:

- (a) promptly render the Product non-infringing and capable of providing services as intended; or
- (b) procure for City and its customers the right to continue using the Product; or
- (c) replace the Product with non-infringing goods; or
- (d) remove the Product and refund any expense of the City.

3. Parkmobile shall have no liability in respect of any claim based upon:

- (a) use, operation or combination of the Product with software, hardware, data, or equipment not supplied by Parkmobile if such infringement would have been avoided but for such use, operation or combination; or
- (b) use of the Products other than in accordance with Parkmobile's specifications if such infringement would have been avoided but for use of the Products not in accordance with Parkmobile specifications; or
- (c) Products that have been modified by any party other than DPT if such infringement would have been avoided but for such modification.

4. **ENTIRE LIABILITY.** THE FOREGOING CONSTITUTES THE ENTIRE LIABILITY OF PARKMOBILE WITH RESPECT TO INFRINGEMENT OF PATENTS, COPYRIGHTS, TRADE SECRETS AND OTHER INTELLECTUAL OR INDUSTRIAL PROPERTY RIGHTS BY PRODUCTS, SERVICES AND RELATED MATERIALS PURCHASED OR LICENSED PURSUANT TO THIS AGREEMENT.

5. **TRADEMARKS; PROMOTIONAL MATERIALS**

Parkmobile hereby grants the City a non-transferable, non-sublicensable, non-exclusive license to use the Trademarks, without modification unless approved by Parkmobile solely in connection with the City's marketing and use of the Products in the City facilities.

6. **Information.** Subject to Section 4.1 and any Applicable Laws and privileges, each party covenants and shall provide the other party with all information regarding itself and the transactions under this Agreement that the other party reasonably believes is required to comply with all Applicable Law and to satisfy the requesting party's obligations hereunder. Any information owned by one party that is provided to any other party pursuant to this Agreement shall remain the property of the providing party. Unless specifically set forth herein, nothing contained in this Agreement shall be construed as granting or conferring rights of license or otherwise in any such information.

7. **Records.** Each party shall maintain and retain records related to the provision of the Services under this Agreement consistent with such party's historical policies regarding retention of records, and in accordance with Florida Public Records Law, as same may be amended from time to time. As needed from time to time during the period in which Services are provided, and upon termination of the provision of any Service, unless otherwise prohibited by applicable Law, the parties shall provide each other with records related to the provision of the Services under this Agreement to the extent that (a) such records exist in the ordinary course of business, and (b) such records are reasonably necessary for the requesting party to comply with its obligations under this Agreement or applicable Law.

8. **Status Meetings.** On periodic basis, but not less than quarterly, an appropriate representative of each party shall conduct a joint meeting to discuss the status of the Services, as well as to answer questions, gather information and resolve disputes that may occur from time to time. It is the expectation of the parties that the representatives of the parties shall communicate directly with one another and work directly with one another to ensure that all Services provided hereunder are completed on a timely and complete basis. All meetings pursuant to this Section 8 may be face to face, video or telephonic meetings as may be agreed upon by the parties. Each party shall bear its own costs of attending or participating in such meetings.

ARTICLE 5
REPRESENTATIONS; WARRANTIES; INDEMNIFICATION; AND INSURANCE

INDEMNIFICATION

1. **Indemnification.** Parkmobile hereby agrees to indemnify and hold harmless the City, its officers, agents, and employees, from and against any and all liability, claims, damages, demands, expenses, fees, fines, penalties, suits, proceedings, actions, and costs of actions, including attorneys' fees for trial and on appeal (and for the preparation of same), arising out of Parkmobile, its officers', agents', and employees' acts, or omissions associated with the Agreement. Notwithstanding the preceding, nothing herein shall be deemed to require Parkmobile to indemnify or hold harmless the City for any acts or omissions resulting from the gross negligence or willful misconduct of the City's officers, agents or employees.

Notwithstanding the preceding provisions of this Section 1.a., such indemnity clause shall not render Parkmobile liable to the City for claims of the City for loss of revenue or for claims of the City for indirect, incidental or consequential damages arising out of or related to the City's use of services and materials supplied by Parkmobile. This Indemnification shall survive termination of this Agreement.

2. **Insurance.** Parkmobile, at its own expense, shall keep in force and at all times maintain during the Term of this Agreement:

(a) **Commercial General Liability Insurance:**

Commercial General Liability Insurance, issued by responsible insurance companies and in a form acceptable to the City's Risk Manager, protecting and insuring against all the foregoing with coverage limits of not less than One Million Dollars (\$1,000,000) per occurrence for Bodily Injury and Property Damage.

(b) **Workers' Compensation Coverage:**

Full and complete Workers' Compensation Coverage, as required by State of Florida law, shall be provided, if any work is to be performed by Parkmobile at the City's site(s) of business.

(c) **Insurance Certificates:**

Parkmobile shall provide the City with Certificate(s) of Insurance on all the policies of insurance and renewals thereof, in a form(s) acceptable to the City's Risk Manager. Said Commercial General Liability policy shall provide that the City of Miami Beach, Florida, shall be named as an additional insured. The City shall be notified in writing of any reduction, cancellation or substantial change of policy or policies at least thirty (30) calendar days prior to the effective date of said action. All insurance policies shall be issued by responsible companies who

are acceptable to the City and licensed and authorized to do business under the laws of the State of Florida.

3. Representations and Warranties. Each of Parkmobile and the City hereby represents, warrants and covenants to the other party hereto as follows:

(a) It is duly organized and validly existing under the laws of the state of its incorporation and has full power and authority to carry on its business as it is now being conducted and to own and operate its properties and assets;

(b) The execution, delivery and performance of this Agreement by such party has been duly authorized by all requisite corporate or limited liability company action, as applicable;

(c) It has the power and authority to execute and deliver this Agreement and to perform its obligations hereunder; and

(d) The execution, delivery and performance by it of this Agreement and its compliance with the terms and provisions hereof do not and will not conflict with or result in a breach of any of the terms or provisions of or constitute a default under the provisions of its charter documents or bylaws, or any order, writ, injunction or decree of any court or governmental authority entered against it or by which any of its property is bound.

4. Disclaimer of Warranties. THE SERVICES ARE PROVIDED "AS IS" AND WITH ALL FAULTS RELATED TO ANY THIRD PARTY HARDWARE OR EQUIPMENT AS MAY BE REQUIRED FOR USE OF THE PARKMOBILE SERVICE. PARKMOBILE DOES NOT MAKE ANY REPRESENTATIONS, WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, DIRECTLY OR INDIRECTLY, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF CONDITION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF USE WITH RESPECT TO, ARISING OUT OF OR IN CONNECTION WITH ANY THIRD PARTY HARDWARE USED IN CONNECTION WITH THE SERVICES TO BE PERFORMED HEREUNDER BY SUCH PARTY OR THE RESULTS OBTAINED THEREBY.

5. Limitation of Liability. THE AGGREGATE LIABILITY OF PARKMOBILE AND PMG FOR ANY AND ALL LOSSES AND DAMAGES ARISING OUT OF ANY CAUSE WHATSOEVER (WHETHER SUCH CAUSE BE BASED IN CONTRACT, NEGLIGENCE, STRICT LIABILITY, OTHER TORT OR OTHERWISE) UNDER THIS AGREEMENT SHALL IN NO EVENT EXCEED AN AMOUNT EQUAL TO THE TOTAL AMOUNT PAID FOR THE SERVICES PURCHASED HEREUNDER. EACH PARTY HERETO AGREES THAT EACH OTHER PARTY SHALL NOT BE LIABLE TO SUCH PARTY OR ANYONE ACTING THROUGH SUCH PARTY UNDER ANY LEGAL THEORY (INCLUDING, WITHOUT LIMITATION, BREACH OF CONTRACT, STRICT LIABILITY, NEGLIGENCE OR ANY OTHER LEGAL THEORY) FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT.

ARTICLE 6 MISCELLANEOUS

1. **Force Majeure.** Except with respect to the payment of money, neither party shall be liable for any failure or delay in its performance under this Agreement due to causes, including, but not limited to, acts of civil or military authority, fires, epidemics, floods, earthquakes, riots, wars, sabotage, labor shortages or disputes, and governmental actions, which are beyond its reasonable control; provided that the delayed party: (i) gives the other party written notice of such cause and (ii) uses its reasonable efforts to correct such failure or delay in its performance. The delayed party's time for performance or cure under Article 6, Section 1 shall be extended for a period equal to the duration of the cause.

2. **Notices.** All notices, requests, claims, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given when delivered (a) in person; (b) by any national overnight courier or other service providing evidence of delivery, or by registered or certified mail (postage prepaid, return receipt requested); or (c) by facsimile with a copy delivered the next business day by any overnight courier or other service providing evidence of delivery, to the respective parties at the following addresses:

To: Parkmobile USA, Inc.
3200 Galleria Parkway, Suite 100
Atlanta, Georgia 30339
Attention: Cherie Fuzzell
Telephone: (404) 818 - 9036
Facsimile: (770) 818 - 9039
Email: cheriefuzzell@parkmobileglobal.com

To City: City of Miami Beach
Attention: Jimmy L. Morales, City Manager
1700 Convention Center Drive
Miami Beach, Florida 33139

With copies to:
City of Miami Beach Parking Department
Attention: Saul Frances, Parking Director
1755 Meridian Avenue, Suite 200
Miami Beach, Florida 33139

3. **Independent Contractors.** The parties to this Agreement are independent contractors. Neither party nor their respective employees, consultants, contractors or agents are agents, employees or joint ventures of the other, nor do they have any authority to bind the other by contract or otherwise to any obligation. Neither party will represent to the contrary, either expressly, implicitly, by appearance or otherwise.

4. **Assignment.** Neither Parkmobile, on one hand, nor the City, on the other hand, may assign this Agreement in whole or in part without the prior written consent of the other which consent shall not be unreasonably withheld.

5. **Successors in Interest.** Subject to Article 3, Section 5, the rights and liabilities of the parties hereto will bind and inure to the benefit of their respective successors, executors and administrators, as the case may be.

6. **Applicable Law.** This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Miami-Dade County, Florida. By entering into this Agreement, Parkmobile, PMG and City hereby expressly waive any rights either party may have to a trial by jury of any civil litigation related to this agreement.

7. **Severability.** If for any reason a court of competent jurisdiction finds any provision of this Agreement, or portion thereof, to be unenforceable, that provision of the Agreement shall be enforced to the maximum extent permissible so as to affect the intent of the parties, and the remainder of this Agreement shall continue in full force and effect.

8. **No Waiver.** Failure by either party to enforce any provision of this Agreement shall not be deemed a waiver of future enforcement of that or any other provision.

9. **Complete Agreement.** This Agreement, including all Exhibits, the Request for Proposal (RFP) No. 177-2013 issued by the City and the response by Parkmobile to RFP No. 177-2013 dated July 15, 2013, constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes and replaces all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter. No amendment to or modification of this Agreement shall be binding unless in writing and signed by a duly authorized representative of both parties.

10. **Third Party Beneficiaries.** No third party beneficiary rights are conferred or are intended to be conferred by this Agreement.

11. Survival. Parkmobile and City shall remain obligated to each other under all sections of this Agreement that expressly or by their nature extend beyond the expiration or termination of this Agreement, including but not limited to, the indemnification provisions.

12. Policy of Non-Discrimination. Parkmobile shall not discriminate against any person in its operations, activities or delivery of services under this Agreement. Parkmobile shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery.

13. Audits and Inspection Rights

a) City may, at reasonable times, and for a period of up to three (3) years following the date of final performance of Services by Parkmobile under this Agreement, audit, or cause to be audited, those books and records of Parkmobile which are related to Parkmobile's performance under this Agreement. Parkmobile agrees to maintain all such books and records at its principal place of business for a period of three (3) years after final payment is made under this Agreement.

b) City may, at reasonable times during the Term hereof, inspect Parkmobile's facilities and perform such inspections, as City deems reasonably necessary, to determine whether the services required to be provided by Parkmobile under this Agreement conform to the terms of this Agreement. Parkmobile shall make available to City all reasonable facilities and assistance to facilitate the performance of inspections by City's representatives.

c) City will at all times honor and preserve the confidentiality of all non-public information that it obtains or has access to in connection with its activities under this Section 13, unless ordered to do so by court order.

IN WITNESS WHEREOF, the City of Miami Beach, at a regular meeting thereof, by action of the City of Miami Beach Mayor and Commission directing the foregoing be adopted, has caused these presents to be signed by the Mayor and City Clerk, and its seal to be hereunto affixed, and Parkmobile USA, Inc. has executed this contract, all as of the day and year first above written.

Attest:

[Signature]
Rafael E. Gonzalez
2/24/14

Approved as to Form and Legal Sufficiency:

By: *[Signature]*



CITY OF MIAMI BEACH

Date:

By: *[Signature]*
 Name:

Title:

Attest:

[Signature]
Aison Ehrlich
 Corporate Secretary

(Affirm Corporate Seal)

PARKMOBILE USA, INC.

Date: 1/30/14

By: *Cherie M. Fuzzell*
 Signature

Name: Cherie Fuzzell

Title: Chief Executive Officer

Acknowledged and agreed to solely for purposes of Article 1 Section 7 of the Agreement:

"PMG":

PARKMOBILE GROUP B.V.

By: *Cherie M. Fuzzell*
 Name: Cherie Fuzzell
 Title: Authorized Signer

APPROVED AS TO
 FORM & LANGUAGE
 & FOR EXECUTION

[Signature] 1-14-14
 City Attorney Date

EXHIBIT 1**SERVICES**

Parkmobile offers a service to City's parking customers ("End Users") that facilitates the activation and payment of parking transactions using mobile technology ("Mobile Parking"). For use of the Mobile Parking service, an End User Fee per transaction as reflected in Exhibit 3 is charged.

Parkmobile accepts several electronic payment methods from customers:

- a. Traditional credit card payments are accepted with Visa, MasterCard, Discover, & AMEX ("Traditional Payments")
- b. Emerging Payments ("Emerging Payments"). Emerging payments represent the numerous alternative payment methods that have begun to hit the marketplace today. Mostly, these innovations involve the use of virtual account-based membership profiles that a customer can utilize to transact purchases based upon the member's individual payment preferences. Examples of emerging payments include PayPal, Parkmobile's Stored Value Wallet, the Google Wallet, ACH, MasterCard's globalVCard, the ISIS Wallet, and Visa's V.me.

End Users who are registered with Parkmobile can begin and, if applicable, end a parking transaction in a variety of ways: visiting the website of Parkmobile - www.parkmobile.com; calling an Intelligent Voice Response (IVR) 1-800 Number, using Parkmobile's mobile application. End Users who are not registered with Parkmobile can register through the Miami Beach mobile application for parking provided through ParkMe, a third party mobile application provider. Parkmobile shall cooperate with ParkMe, to develop and successfully implement an interface that will allow End Users to register and purchase parking events through the Miami Beach Mobile Application provided by ParkMe. The use of a third party and their equipment shall be at the sole and absolute discretion of the City. In order to register and purchase a parking event, End Users simply provide the required information to create an account including credit card data and license plate number which is stored in a secure, PCI Level 1 compliant environment. Thereafter, subsequent parking visits require the End User to select either begin/end; specific duration; or value based parking events available for the location.

The tariff code or parking fee of the parking zone is indicated on parking signs or on parking meters. Enforcers of the City check the validity of parking status real time through equipment provided by Park Trak, a third party provider of mobile and handheld LPR (license Plate Recognition) systems. This is made available via a web service offering, free of charge to the City, to determine if a valid parking right exists.

The supply of handheld terminals (or PDA's) for enforcement and GSM cards for communication between the handheld terminals, and the database and back-office systems are outside the scope of the Services. However, the City reserves its right to use handheld terminals, PDA, and GSM cards for communication provided by a third party, to check the validity of parking status real time. Parkmobile shall cooperate with the third party provider authorized by the City to develop and successfully provide an interface for each party's respective systems. The use of a third party and their equipment shall be at the sole and absolute discretion of the City.

If applicable, end Users may receive parking alert services via SMS, mobile app push notification or email. The End User will be notified, for example, when parked for an extended period of time or when the maximum parking time nears expiration.

End Users can use Mobile Parking anywhere the Parkmobile mobile payment service is available.

All parking charges are automatically charged to the credit card of the End User. End Users have real time access to an online account-based personal page accessible from www.parkmobile.com to check and print their parking history, receipts, and statements.

EXHIBIT 2**SERVICE LEVELS****1. Operation, Management and Maintenance of the System**

(a) Parkmobile shall use its best efforts not to perform maintenance during business hours. In emergency cases, adjustments to the system may also take place during hours for paid parking. If necessary, Parkmobile may perform maintenance of the system during business hours, provided Parkmobile provides City with at least twenty-four (24) hours advance notice before the start of the work.

(b) Parkmobile makes a daily backup of data in the (local) database, which data are retained for three (3) months.

2. Errors and Interruptions

(a) When an error or interruption occurs in the Services, City shall inform Parkmobile as soon as possible. Parkmobile shall confirm its receipt of such notification in writing. If any error or interruption cannot be repaired by Parkmobile within five (5) business days from the date when the error or interruption is reported to Parkmobile, then Parkmobile may issue a credit for the Services during such downtime. Time spent by Parkmobile to restore and support to interruptions and errors caused by City and not attributable to Parkmobile shall be charged at the hourly rate of \$180.

(b) In the event that City and Parkmobile disagree about whether an error or interruption has been resolved, City and Parkmobile shall discuss in good faith and reach a mutual resolution regarding whether such error or interruption has occurred or been adequately resolved. If the parties agree that the problem was in fact an error or interruption, then City shall not be entitled to a credit for the Software during the downtime.

3. Security and Authorization

Parkmobile shall protect and authenticate a limited number of representatives that shall have access to the system and confidential information. The parties shall respect and utilize security access codes.

4. Reports

Parkmobile shall provide City access to reports related to the Services via an Internet or other digital means in relation to parking history, active users and parking revenues. Parkmobile also shall provide City with monthly reports through an Internet or other digital means regarding parking revenues.

EXHIBIT 3**FEES**

Parkmobile shall charge the End User an end user fee as outlined in the pricing proposal presented below:

The Pricing Proposal

Pay-by-Cell Convenience Fee (per transaction) \$	Customer Pricing
Convenience Fee paid by Residents*	No Fee
Convenience Fee paid by Non-Residents utilizing Parkmobile's Mobile Wallet	\$ 0.30
Convenience Fee paid by Non-Residents without utilizing Parkmobile's Mobile Wallet	\$ 0.35
Parkmobile will also split its Convenience Fee Revenue with City once	
Annual Mobile Payment Revenues exceed Total Parking Collections (TPC) as follows:	
Tier 1 - Once Annual Mobile Payment Revenues Exceed 50% of TPC, Client receives	10%
Tier 2 - Once Annual Mobile Payment Revenues Exceed 55% of TPC, Client receives	15%
Tier 3 - Once Annual Mobile Payment Revenues Exceed 60% of TPC, Client receives	20%

*Parkmobile agrees to offer any Miami Beach-qualified resident no convenience fee for using our mobile payment service. To qualify for this concession, residents must have all three (3) of the following required documents:

1. VALID PHOTO ID

Issued by local state or federal agency (Driver's license, passport)

2. VALID VEHICLE REGISTRATION

Vehicle registration belonging to the person requesting the residential permit, if the registration is under a different name, resident must provide proof of Insurance.

3. VALID PROOF OF RESIDENCY FOR YOUR ZONE

One (1) of the following monthly bill/statement with the resident's name and address that has been mailed within the last 30 days.

Note: Internet/Electronic bills are not acceptable proof of domicile.

- Utility bill (FPL, phone, gas, cable)
- Cell phone bill
- Bank statement
- Credit card statement
- Vehicle insurance bill
- Mortgage statement
- Property tax statement (last one received)

Recertifications to determine resident eligibility shall be performed on an annual basis.

Traditional Payment Credit Card Fees/Merchant Processing/Other Third Party Fees:

(select option)

- ☐ Parkmobile has been certified and can pass real time authorized debit/credit card transactions to the City using one of Parkmobile's fully integrated processing partners to fund all collections directly into City's account. Should City elect to pursue an alternative Merchant Service Provider, Parkmobile shall pass real time transactions via a gateway solution at an additional cost of \$.05 per authorized transaction. In either scenario, the City acts as the merchant of record (MOR) in the arrangement, covering all credit card processing costs. Parkmobile invoices the City monthly to seek reimbursement from the City for its End User Fee assessed on each Mobile Parking transaction.

or

- ☐ Parkmobile can pass real time authorized debit/credit card transactions daily in batch format to Parkmobile's preferred payment processor, subsequently funded directly into a Parkmobile-controlled escrow account. In this scenario, Parkmobile acts as the MOR in the arrangement and passes Net Parking Revenues in accordance with Parkmobile's standard settlement procedures to the City. As used herein, Net Parking Revenue shall mean parking revenue generated by End Users less End User Fees charged by Parkmobile, merchant processing and gateway fees, bank transfer and other third party fees.

Emerging Payments Fees

Parkmobile shall collect parking revenues for each Emerging Payment transaction and pass the Emerging Parking Revenue to the City in accordance with Parkmobile's standard settlement procedures. Transaction processing fees for Emerging Payments only are \$.15 plus 3% of the parking fee ("Transaction Processing Fee") for each Emerging Payment. No other merchant processing or gateway fee will be charged to an Emerging Payment transaction. As used herein, Emerging Revenue shall mean parking revenue generated by End Users less End User Fees charged by Parkmobile, Transaction Processing Fees and other third party fees if applicable.

Other Terms and Conditions

Parkmobile's End User Fee does not cover any merchant processing or other third party fees associated with the acceptance of Traditional Payments or Emerging Payments.

Parkmobile reserves the right to pass through increases in third party transaction processing and related fees.

The use of mobile devices for enforcement as well as data plans are not part of this agreement, except for rights reserved by the City, as referenced in Exhibit1 herein.

Cost for all standard signage, through the term of this Agreement, shall be borne exclusively by Parkmobile. Custom signs shall be negotiated if applicable. City will be responsible for all signage installation.

Cost of marketing, through the Term of this Agreement, shall be borne exclusively by Parkmobile based on Parkmobile's standard marketing program.

Other development activities and additional services (listed below) for a fee at the request of and after written approval by City as described below.

Additional Services:

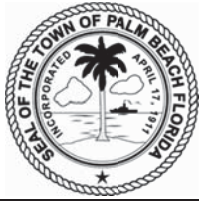
1. Non-Integrated Gateway Service
2. Additional Marketing/Advertising
3. Customized Reporting
4. Custom Integration to third parties after initial integration with City authorized third parties
5. Citation/Enforcement support
6. Additional Training
7. Event Override Solution
8. Self-Administration Service

Value-Added System Enhancements

Parkmobile shall provide Value-Added Enhancements to the City in accordance with the Scope of Services specified below and shall charge fees for these services as outlined in the following pricing structure:

**PRICING FOR MIAMI BEACH
VALUE-ADDED ENHANCEMENTS**

ELECTRONIC VALIDATION PROGRAM		
	Fees	COMMENTS/CLARIFICATIONS
Parkmobile Hosting & Administration	\$100/month	assessed to Miami Beach, covering all merchants/Houses of Worship participating in the program
Parkmobile 24/7 Customer Support	\$.70 per minute	Parkmobile shall bill Miami Beach <i>only for support calls associated with the Electronic Validation Program.</i>
Commercial Merchants ¹		
(i.e. Hotels/Restaurants/Retail)	\$80/month	assessed each merchant participating in program; 10% discount off monthly minimum for 1-year or longer contracts; no cost to Miami Beach
Houses of Worship ²	\$65/month	assessed each merchant participating in program; 10% discount off monthly minimum for 1-year or longer contracts; no cost to Miami Beach
¹ Monthly minimum required to participate in program and covers redemption of 300 monthly validations; thereafter \$.25 per validation redeemed assessed to merchant		
² Monthly minimum required to participate in program and covers redemption of 325 monthly validations; thereafter \$.20 per validation redeemed assessed to merchant		
DIGITAL PERMIT MANAGEMENT PROGRAM		
	Fees	
Security & Support Fees	Included	
Hosting Fee	Included	
Maintenance Fee	Included	
Parkmobile 24/7 Customer Support	\$.70 per minute	Parkmobile shall bill Miami Beach <i>only for support calls associated with the Resident Visitor Pass Program.</i>
Initial Set Up	\$ 1,250	one-time payment due from Miami Beach; additional scope/specs attached in separate document
Permit Fee (per permit)	Monthly Pricing	
Threshold Pricing*	Thresholds	
	1st 500 permits	\$1.00 per permit per to offset the variable cost of the monthly permit fee absorbed by the City of Miami Beach, a fixed resident-paid online service fee can be passed along to the residents purchasing the visitor pass(es).
	Next 10,000 permits	\$.90 per permit per 10% discount for any permits issued in excess of 500 per month
	Next 2,500 permits	\$.80 per permit per 20% discount for any permits issued in excess of 10,500 per month
	Remaining Permits	\$.75 per permit per 25% discount for any permits issued in excess of 13,000 per month
* The Permit Transaction Fee shall be a minimum monthly fee of \$500, representing 500 permit transaction fees at \$1/permit paid directly by residents for their visitors.		
Any permits issued above 500 on a monthly basis shall be assessed a fee according to the threshold matrix.		
Should monthly permit transaction fees fall short of this minimum balance, Client agrees to reimburse Parkmobile the shortfall.		
Parkmobile's Permit Fee does not cover any physical hang tag fulfillment, merchant processing, gateway or other third party fees associated with the acceptance of Permit Payments. Parkmobile reserves the right to increase Permit Fees and additional service fees upon sixty (60) days written notice to Client. Parkmobile also reserves the right to pass through increases in third party transaction processing and related fees, if applicable, upon sixty (60) days written notice to Client.		
FUTURE GATED PARKING OPTIONS		
OPTION A:	DESCRIPTIONS	
User Workflow Option in Concept	Customer utilizes Parkmobile's app to generate a QR Code on their smartphone (an "eticket", similar to an airport boarding pass). Customer scans the QR Code generated at entrance & exit of facility. PARC's system applies the correct parking rates, calculates the customer's fee due on exit, & customer's Parkmobile account satisfies the payment balance.	
Equipment Dependencies	Parking Equipment must be integrated with Parkmobile's hosted solution and must include bar/QR code scanners at the entrance & exit of any lane where the Parkmobile service is made available	
Parkmobile Integration Cost	\$5,000	
Parkmobile Convenience Fee	Non-resident customer pays \$.50/trx; qualifying resident will not be assessed a convenience fee	
OPTION B:	DESCRIPTIONS	
User Workflow Option in Concept	Customer utilizes Parkmobile's app to scan a bar/QR code generated on the parking ticket pulled from the facility's ticket splitter. Customer uses the in-app scanner built within Parkmobile's app to scan the parking ticket once he/she has entered the facility. Upon scanning the ticket, Parkmobile notifies the PARC's system that customer will be making the final payment due (upon conclusion of parking) with his/her Parkmobile account. When leaving facility, customer feeds ticket into the Exit Pay in Lane Machine. PARC's system identifies the ticket, applies the correct parking rates, calculates the customer's fee due on exit, & customer's Parkmobile account satisfies the payment balance.	
Equipment Dependencies	Parking Equipment must be integrated with Parkmobile's hosted solution. All tickets from ticket splitters in any lanes where the Parkmobile service is made available must include bar/QR codes on the physical tickets produced by the ticket splitters.	
Parkmobile Integration Cost	\$5,000	
Parkmobile Convenience Fee	Non-resident customer pays \$.50/trx; qualifying resident will not be assessed a convenience fee	



TOWN OF PALM BEACH, FLORIDA

REQUEST FOR INFORMATION

RFI No. 2015-PBP

PAY-BY-PHONE CLOUD-BASED PARKING MANAGEMENT SYSTEM

RFI DUE: JANUARY 6, 2015 BY 5 P.M.

**CONTACT: ILYSE S. VALDIVIA, CPPO, CPPB
ASSISTANT PURCHASING MANAGER
TOWN OF PALM BEACH PURCHASING DIVISION
951 OKEECHOBEE ROAD, SUITE D
WEST PALM BEACH, FL 33401
TEL: (561) 838-5406; FAX: (516) 835-4688
E-MAIL: I VALDIVIA@TOWNOFPALMBEACH.COM**

This is a Request for Information (RFI) – this is not a request for competitive pricing or a process for the Town of Palm Beach (Town) to purchase. The purpose of this RFI is to gather information. No award will be made based on the results of this process. The Town is considering soliciting a contract for a cloud-based pay by phone parking management system.

Interested vendors are requested to provide information regarding their ability to supply the goods and/or services described herein and submit the following questionnaire. It is important that responses be submitted by the date and time listed above. Two copies (1 original and 1 copy) of all hardcopy materials are required. CD's with product demonstrations, digital marketing brochures, and technical documentation are encouraged, but not required to be submitted.

BACKGROUND

The Town of Palm Beach is soliciting this request for information for Pay by Phone service in order to assist in determining whether or not Pay by Phone service can be an acceptable payment platform for access to the Town's on-street and municipal parking lot paid parking program in lieu of multi-space parking meters. In 2007, the Town ended the use of single space parking meters and transitioned to multi-space meters or kiosks town-wide. Today, the Town has in service 37 multi-space meters for payment of parking rates in effect for 598 parking spaces both on-street and in municipal parking lots. The Town anticipates growth in on-street parking spaces to occur if



TOWN OF PALM BEACH, FLORIDA

RFI No. 2015-PBP

PAY-BY-PHONE CLOUD-BASED PARKING MANAGEMENT SYSTEM

BACKGROUND (continued)

Pay by Phone service is simple to use and widely accepted. Parking rates range from \$2 per hour to \$5 per hour. In the fiscal year ended September 30, 2014, the Town collected \$ 813,367 in unaudited parking revenue from multi-space meters. The Town wishes to side step ongoing problems inherent in any paid parking program that inevitably arise from use of multi-space meters including complaints, out of service kiosk down time, ongoing maintenance, coin collection requirements and capital expenditures for kiosk acquisition.

QUESTIONNAIRE

Prospective vendors are requested to provide information regarding their ability to supply the commodities and services described to be helpful and useful for a future solicitation. Prospective vendors are asked to answer the following questions as completely and succinctly as possible, in the following order, in an attachment with responses, referencing the complete question or question number.

1. Provide a detailed description of your pay by phone (PBP) system.
2. Please describe how a user may access your PBP with a regular cell phone that does not have smart phone capabilities.
3. Please describe the platforms for which the PBP system phone applications are currently available (e.g., Apple IOS, Android, Windows). Please describe how/if a user may set up a PBP account from a desktop computer, iPhone, iPad, or other similar tablet.
4. What is a typical time frame to implement a municipal PBP program using your system? Please describe.
5. Please describe the options available to compensate you as a municipal PBP provider (i.e., Municipality compensates vendor or end user pays convenience fee or other options.)
6. Can your PBP program work stand alone, in conjunction with an existing municipal on-street parking meter program or both? Please describe.



TOWN OF PALM BEACH, FLORIDA

RFI No. 2015-PBP

PAY-BY-PHONE CLOUD-BASED PARKING MANAGEMENT SYSTEM

QUESTIONNAIRE (continued)

7. If the Town were to request a pilot program in a trial arrangement, what parameters for the pilot program would you recommend?
8. Please describe how/if your PBP system provides parking availability information for drivers.
9. What is the typical amount of time required to program new or modified rate and schedule information? Please describe. Who performs the programming?
10. Please describe how your PBP program accommodates other program revisions, such as parking locations, duration, etc. Can the municipality make the program changes? Please describe.
11. Please describe the type of reports that can be generated by your PBP system, such as forecasting, productivity, revenue, transactional and performance.
12. Please describe the security protocols to protect all parties to the PBP system. Describe the system's encryption capabilities and compliance with PCI Security Council standards. Include a description of how your system is affected by upcoming Chip and Pin requirements.
13. Please describe how/if your PBP system allows for merchant parking validation.
14. Do you provide signage to the municipality for a PBP system? If so, please describe. (e.g., standard signage, specialty branded signage or both?)
15. Please describe if your PBP system allows for adjustable free parking if desired by the municipality. Describe the parameters of the adjustable free parking element.
16. Please describe if/how your PBP program allows for adding and deleting on-street parking spaces to the PBP inventory. Who performs these updates?
17. Please describe if/how the on-street PBP program integrates off-street paid and unpaid, and hourly or long term parking spaces/lots, such as employee parking, residential permit parking and other types of paid and unpaid parking programs. Please describe the compensation method for each example.



TOWN OF PALM BEACH, FLORIDA

RFI No. 2015-PBP

PAY-BY-PHONE CLOUD-BASED PARKING MANAGEMENT SYSTEM

QUESTIONNAIRE (continued)

18. This system is required to be 100% compatible with our current Automated Issuance/Management System (AIMS) parking enforcement and management system. Please describe how/if your PBP program interfaces with the AIMS system.
19. The Town desires that the cloud-based system is available 24/7 with any planned system interruptions happening between 1 am and 5 am Eastern Time. Please describe the availability of your system.
20. Please describe how the system handles any outages. (i.e., redundant systems, location of redundant systems, etc.)
21. Does the system allow money to be placed on account? Please describe how unencumbered funds are handled, including where it is deposited and who is responsible for the management of these funds.
22. Do you provide live customer service to users contacting the program? What types of services are provided and during what hours? Describe any automated services provided.
23. Please describe the PBP system's scalability.
24. Please provide five (5) locations where your system is in place and describe the system.

COMPANY NAME:	
COMPANY ADDRESS:	
CONTACT NAME:	
PHONE NUMBER:	
FAX NUMBER:	
E-MAIL ADDRESS:	

Parkmobile Smart Parking Solutions



**Town of Palm Beach, Florida
Request for Information
No. 2015 - PBP**

Parkmobile is the 2014 recipient of the Frost and Sullivan North American Mobile Payment Solutions Company of the Year Award



Overview: Statement of Understanding

The Town of Palm Beach seeks to gather information for mobile payment services in order to determine if it is an acceptable payment platform for access to the Town's on street and municipal parking facilities in lieu of multi space meters.

Parkmobile proudly serves eight municipalities in Florida, providing our mobile payment services on over 19,400 on street public parking spaces. Moreover Parkmobile also serves over 2,300 off street spaces in the cities of Ft. Lauderdale, Jacksonville, St. Augustine, and Orlando. Due to Parkmobile's significant municipal presence in southern and central Florida, many of our existing members would be able to pay for parking while visiting Palm Beach by using their existing Parkmobile accounts.

“ Parkmobile has positively impacted the City of Santa Cruz parking experience over the past four years with a 70% increase in usage annually. We've seen a reduction in parking citations as compliance is so much easier for our customers. And the elimination of 30,000 lbs. of coins has reduced our labor needs.

Marlin Granlund, Parking Program Manager for City of Santa Cruz, CA

Parkmobile Active Municipal Partners in the State of Florida							
Municipality	Total Number of On Street Spaces	Total Population	Number of Average Daily Commuters*			Labor Force	
			Drive Alone	Carpools	TOTAL	City	County
St. Pete Beach	209	9,391	3,016	452	3,468	4,370	445,487 (Pinellas County)
Wilton Manors	380	11,995	5,254	748	6,002	7,293	803,157 (Broward County)
Lake Worth	791	35,786	10,885	3,713	14,598	17,561	510,379 (Palm Beach County)
West Palm Beach	2,039	101,903	28,171	5,101	33,272	40,040	510,379 (Palm Beach County)
Hollywood	3,000	145,236	49,658	8,364	58,022	69,291	803,157 (Broward County)
Miami Beach	8,401	90,588	23,190	3,818	27,008	44,067	1,010,965 (Miami – Dade County)
St. Petersburg	1,650	246,464	90,705	13,703	104,408	124,803	445,487 (Pinellas County)
Tampa	3,000	347,645	103,730	18,514	122,244	151,388	509,059 (Hillsborough County)

*Does not include workers using public transportation, walking, other means or worked at home
Source: 2010 - 2012 United States Census Bureau

Parkmobile fully satisfies each of Palm Beach's questionnaire inquires, including:

- ✓ **Pilot Program:** Parkmobile is willing to provide the Town of Palm Beach with a no cost pilot program so municipal employees as well as patrons can test our system; we can begin operations within 45 days of an agreement
- ✓ **User Friendliness:** Parkmobile's customer interface is easily understood and used by people inexperienced with these technologies
- ✓ **Technological Advances:** Parkmobile uses the latest technology and demonstrates our ability to continuously adapt to new advances in technology, including external advances in payment and communications
- ✓ **Durability:** ***Parkmobile provides a cloud based solution with 99.9% uptime***
- ✓ **Technical Support:** Parkmobile will provide staff training as well as 24/7/365 technical support for municipal staff and parking patrons
- ✓ **Robust Experience:** ***Parkmobile has five years' experience providing mobile payment services in the United States***

Parkmobile has deployed our solutions in more than 600 locations and 38 states throughout the US after ten (10) years of success in Europe. ***Parkmobile leads the industry in innovation from being the first mobile payment provider to offer apps in the US to providing partners like Lake Worth, West Palm Beach, Tampa, Miami Beach, New Haven¹, Washington, DC and Los Angeles with industry best mobile payment solutions that increase municipal revenue while providing patrons with fast and easy public parking options. Based on our cutting edge technology we offer the best approach for mobile payments to the Town of Palm Beach.***

Parkmobile Questionnaire Responses

1. Detailed description of Parkmobile mobile payment platform.

Parkmobile offers patron's free, fast and easy account set up options. Motorists can register via Internet (www.parkmobile.com), mobile website, download one of our native mobile apps (iPhone, Android, Blackberry, Windows Mobile7/ 8, and a generic browser version) or call the toll free number and register via the IVR (voice computer). When a new user registers with Parkmobile they simply need to provide the following information:

- Credit card/debit card information (number, CVC, expiration date). Parkmobile also offers alternative payment methods such as integrations with PayPal and Visa Checkout (the only mobile payment provider to do so) and a stored value ("wallet") payment method
- License plate number
- (Optional) Zone number (if motorist wants to park immediately)



Ease of Use (Intuitive)

Parkmobile parking solutions provide a superior customer experience and are intuitive and easy to use:

- Simple selection options either to start and stop a parking transaction or purchase "blocks" of time via: mobile apps, individual online accounts (called "Personal Pages"); the system does not allow a patron to pay for parking beyond the posted time limits for each space
- ***Email confirmation message indicating that a parking transaction has commenced***
- ***Push notification/email/SMS message alert 15 minutes before parking transaction will reach maximum available time and will be automatically deactivated***
- Free registration via Internet and quick and easy on street registration options by downloading the mobile app or with the published toll free number which provides direct access to first time users. ***Users enroll once and can initiate parking anywhere in the State of Florida, region or country with Parkmobile's service***
- Mobile apps offer extremely fast and user friendly options to add or change in formation, or start another parking transaction. ***Over 90% of Parkmobile's customers have chosen to park***

¹ Please see, <http://www.nhregister.com/general-news/20141021/new-haven-parking-app-use-blossoming-with-steady-growth-since-2013> and <http://wtmh.com/2014/10/22/thousands-use-app-for-parking-in-new-haven/>

using these native mobile apps. A new or temporary license plate can also be added in real time and directly available for a parking transaction

- Users can link multiple vehicles to their phone number, or multiple mobile phone numbers to one vehicle
- Parking history and Find my Car functionality available in the mobile app, and multiple ways to start your parking (GPS, QR code, NFC for Android phones, or manual entry of the zone number)



2. Describe how a user can access the Parkmobile system with a 'regular cell phone' that does not have smart phone capabilities. Parkmobile provides the most comprehensive mobile payment services in the industry today. For example, our platform does not require a smart phone. **Palm Beach patrons can access our system through IVR (both speech and manual**

entry of data) as well as our toll free number that connects with our Helpdesk which is available 24/7/365 (both toll free number and email) with well trained and motivated agents located in our Atlanta, Georgia offices.

3. Describe platforms Parkmobile's apps are currently available and if a patron can set up an account using other devices.

As mentioned in response #1, Parkmobile has applications for all operating systems (Blackberry, Apple, Android and Windows). ***Parkmobile is the only mobile payment provider with up and running apps for all four operating systems.***

4. What is Parkmobile's implementation time frame?
Parkmobile's standard Implementation Plan is a forty five (45) day process that includes a comprehensive local media as well as social media focus. An example of our experience promoting mobile payments in the State of Florida is our existing partnership with the City of Miami Beach. ***Parkmobile began operations in Miami Beach on Monday, May 12, 2014. During our first two and half months of operations we exceeded 125,000 transactions with over 25,000 residents and visitors signing up to use our service. The volume of usage for our mobile app in Miami Beach reached 95% in less than 60 days of operations. As Saul Frances, Parking Director for the City of Miami Beach said, "it is truly parking made simple!"*** Even prior to the formal service launch, Parkmobile initiated over 2,000 parking sessions in its first few days of providing its service without city-wide signage.

“New Haven's adoption and usage rate is better than we could have ever hoped for. Parkmobile has been with us at events promoting the app since the launch and such a huge part of our success. A friendly face, some Green Italian Ice, and lollipops make a difference!

Mike Mohler, Deputy Director for City of New Haven

5. Describe Parkmobile compensation options.

Parkmobile is willing to consider any compensation terms the Town of Palm Beach would like to offer prospective vendors. ***As the largest mobile payment provider in the world we have experience working with municipalities, universities and private sector parking management companies.*** Our usual compensation option is charging a convenience fee to parking patrons and either invoicing the municipality at the end of each month or, if Parkmobile is the merchant of record (MOR), remitting the net parking revenue back to our partner on a monthly basis.

6. Can the Parkmobile system work as a stand alone or in conjunction with an existing on street meter program?

Parkmobile is fully integrated with all of the major parking industry meter vendors, enforcement providers as well as payment processors. ***Our active integrations make us the ubiquitous solution for any municipality because our industry relationships provide for efficient and state of the art back office support to our partners while we assist them in increasing their parking revenues.***

7. What parameters would Parkmobile recommend for a trial pilot program?

If the Town of Palm Beach would like to pilot mobile payment technologies first, we recommend a pilot of at least six months. A trial period of this length will provide Palm Beach stakeholders enough time to use the system multiple times as well as evaluate its impacts on municipal operations. ***Parkmobile is honored to have recently won the mobile payment contract for the City of St. Louis. We were awarded the St. Louis mobile payment contract after a six month pilot where our suite of mobile solutions and operations were put to the test. Parkmobile was chosen based on our experience in the parking operations industry and the lower costs to upgrade technology due to our active integrations with all the meter vendors St. Louis will use as part of their meter operations upgrades.*** During the six month pilot Parkmobile's performance scored the highest throughout the field tests and from feedback conducted by the City's Citizens Advisory Committee (CAC), St. Louis businesses as well as other

stakeholders identified by the City Treasurer's office. ***In fact, City of St. Louis News Channel 5 (KSDK) surveyed each on street pilot and their reporter chose one of Parkmobile's as the best in the City!***²

8. Does Parkmobile system provide parking availability information to drivers?
Parkmobile is the industry leader in mobile payment solutions because we integrate with companies that demonstrate best management practices in their areas of expertise. Parking availability partnerships underscore this strategy. ***Our platform and suite of mobile products supports emerging parking availability technologies and companies such as ParkMe, Streetline, ParkWhiz as well as PayPal and Visa Checkout. Parkmobile is integrated with all of these partners because we want to become the mobile hub for all of a municipalities transportation needs.***

9. What is the length of time required to program new or modified rate and schedule information?
Parkmobile performs all required rate and schedule modifications and we can perform these functions within three (3) business days. ***Our process for these requests begins with a Zone and Rate (ZAR) spreadsheet that we ask each of our partners to complete before operations begin. Based on the existing ZAR, Parkmobile can go into our system and modify operational information very quickly.***

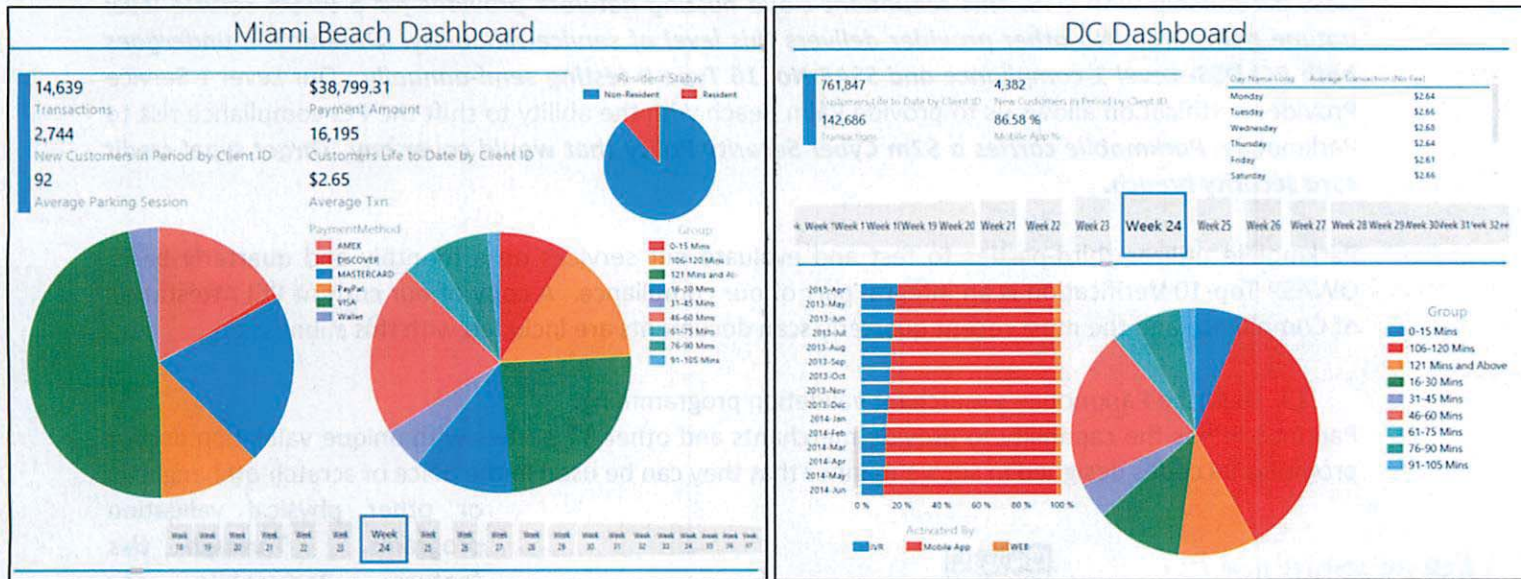
10. Describe how Parkmobile accommodates other program revisions and can the Town of Palm Beach make the changes.
Parkmobile has designed an intuitive Self-Administrative Portal that can be accessed online without any Parkmobile intervention. As with the Reporting and Special Event Portals, access for this website is managed by role-based credentials. Below are screenshots outlining the simplicity associated with the workflow and functionality of the Portal:



² <http://www.ksdk.com/story/news/local/2014/06/24/st-louis-credit-card-parking-meter-testing/11303211/>

11. Please describe the types of reports generated by the Parkmobile system.

The Parkmobile Reporting Portal is customizable as well as scalable to individual municipal needs including specific ranges from by the minute to daily reports and all data is downloadable to Excel. Parkmobile can also address any ad-hoc reporting needs desired by designated Town of Palm Beach personnel. Below are two examples of existing customized Parkmobile Reports:



Parkmobile report types include granular transaction reports, daily summaries, payment methods as well as adjudication reports.

Transaction Details With Location

Start Date: 6/8/2014
End Date: 6/14/2014

Zone	Zone Description	Station	Dept/ Location	Supplier Name	Time Zone	Payment Method	Order ID	Payment ID	Client ID	Client Phone	Payment Amount	Insert Date	Payment Date	Approved	Parking Amount	Park Vat Amount	Trans. Fee	Tra. Vat
9911	Vinings, GA			Cobb Galleria Parkway	(GMT-05:00) Eastern Time (US & Canada)	AMEX	27350004	27330072	50	6789382234	\$1.35	6/9/2014 5:57:26 PM	6/9/2014 5:57:26 PM	Approved	\$1.00	\$0.00	\$0.35	
9911	Vinings, GA			Cobb Galleria Parkway	(GMT-05:00) Eastern Time (US & Canada)	VISA	27360409	27352444	1310793	7802394653	\$0.60	6/10/2014 11:08:00 AM	6/10/2014 11:08:00 AM	Approved	\$0.25	\$0.00	\$0.35	
9911	Vinings, GA			Cobb Galleria Parkway	(GMT-05:00) Eastern Time (US & Canada)	AMEX	27397945	27369472	1642217	0648501561	\$0.60	6/10/2014 3:26:06 PM	6/10/2014 3:26:07 PM	Approved	\$0.25	\$0.00	\$0.35	
9911	Vinings, GA			Cobb Galleria Parkway	(GMT-05:00) Eastern Time (US & Canada)	AMEX												
9911	Vinings, GA			Cobb Galleria Parkway	(GMT-05:00) Eastern Time (US & Canada)	AMEX												
9911	Vinings, GA			Cobb Galleria Parkway	(GMT-05:00) Eastern Time (US & Canada)	AMEX												
9911	Vinings, GA			Cobb Galleria Parkway	(GMT-05:00) Eastern Time (US & Canada)	AMEX												
9911	Vinings, GA			Cobb Galleria Parkway	(GMT-05:00) Eastern Time (US & Canada)	AMEX												
9911	Vinings, GA			Cobb Galleria Parkway	(GMT-05:00) Eastern Time (US & Canada)	AMEX												

Cashless Parking

Start Date: 6/8/2014
End Date: 6/14/2014 11:59:59 PM

Supplier	Date	Count	Amount	Tx ID	Zone	Time Zone	LP#, Location	Start Time	End Time	Payment date	Extension	Space #
Cobb Galleria Parkway	06/09/2014	1	1.00	1.00 27173574	9911	Eastern Standard Time	bvv5108, GA	6/9/2014 5:57:26 PM	6/9/2014 6:57:26 PM	6/9/2014 5:57:26 PM		
	06/10/2014	7	2.25	0.25 27196151	9911	Eastern Standard Time	WPK649, AB	6/10/2014 11:08:00 AM	6/10/2014 11:23:00 AM	6/10/2014 11:08:00 AM		
			0.00 27211419	9911	Eastern Standard Time	CPV7132, TX	6/10/2014 3:07:42 PM	6/10/2014 3:22:42 PM				
			0.25 27212352	9911	Eastern Standard Time	PCS9632, GA	6/10/2014 3:26:04 PM	6/10/2014 3:41:04 PM	6/10/2014 3:26:07 PM			
			0.25 27214369	9911	Eastern Standard Time	PCS9632, GA	6/10/2014 4:05:31 PM	6/10/2014 4:20:31 PM	6/10/2014 4:05:31 PM			
			1.00 27216411	9911	Eastern Standard Time	AAA5856, GA	6/10/2014 4:51:17 PM	6/10/2014 5:51:17 PM	6/10/2014 4:51:17 PM			
			0.25 27217139	9911	Eastern Standard Time	PCS9632, GA	6/10/2014 5:06:51 PM	6/10/2014 5:21:51 PM	6/10/2014 5:06:51 PM			
			0.25 27219338	9911	Eastern Standard Time	PCS9632, GA	6/10/2014 5:52:10 PM	6/10/2014 6:07:10 PM	6/10/2014 5:52:10 PM			

12. Describe Parkmobile security protocols, encryption capabilities and compliance with PCI Security Council Standards

The Parkmobile solution is Payment Card Industry Data Security Standard (PCI DSS) Level 1 certified, SSAE 16 (former SAS 70) and ADA compliant. Parkmobile is a hosted solution through a tier 1 world class partnership with QTS. **This redundant cloud hosting network provides for a 99.9% service level uptime guarantee. No other provider delivers this level of service reliability. Parkmobile undergoes both PCI-DSS- Level 1 compliance and SSAE No. 16 Type II testing semi-annually.** Our Level 1 Service Provider certification allows us to provide Palm Beach with the ability to shift the PCI compliance risk to Parkmobile. **Parkmobile carries a \$2m Cyber Security Policy that would cover any 'Target type' credit card security breach.**

Parkmobile utilizes third-parties to test and evaluate our services on a monthly and quarterly basis. OWASP Top-10 Verification is an integral part of our compliance. A copy of our current PCI Attestation of Compliance and the most recent quarterly scan documents are included with this submission.

13. Describe Parkmobile's merchant validation programming.

Parkmobile has the capability to provide merchants and other 3rd parties with unique validation and/or promotional codes designed in such a manner that they can be used in the place of scratch-off hang tags or other physical validation programs.

Through this feature, Parkmobile can generate a code(s) that can be configured for a variety of free or discounted parking options within several unique parameters involving the area and duration of use. The promo codes and validations then can be given by merchants or property owners to their visitors to insert into their smart phone for free or discounted parking via a QR Code.

This program is currently being used by one of our

private sector partners in the Buckhead section of Atlanta. In Miami Beach, Parkmobile spent the first week of our launch demonstrating the functionality of our validation program to the local merchant community, including the Chamber of Commerce, real estate developers, hoteliers, and restaurant owners. The City of St. Louis identified our validation programming as a key factor in choosing Parkmobile over another mobile payment vendor and below are examples of how we are currently publicizing our validation programming in St. Louis.

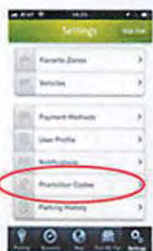
Ask us about our NEW Validations Program

Parkmobile's Validations Program benefits our users as well as local merchants, whether they are retail, restaurants and hotels, or commercial tenants. Merchants need only to purchase QR Code Coupons and can then offer them to customers for discounted parking when paying through our app in the area. This encourages users to come back to use the coupon and draws them back to the merchants! Our program can easily be customized to meet the needs of any client that wishes to participate.



10 Off Parking at PizzaRom

Don't leave your meal at #Brasserie on Laclede to feed your parking meter! Use Parkmobile app AND get \$1 off parking! ow.ly/I/5S2Ws



Validation Codes can be entered into the mobile app under settings



An explanation of the Validation Code is displayed in the app



Once a Validation Code is used it will automatically expire.

14. Does Parkmobile provide signage to its municipal partners?
Yes, Parkmobile provides all standard signs and decals at no cost to our municipal partners.

15. Does Parkmobile provide for demand based pricing and other adjustable fee structures?
Yes, Parkmobile was the first mobile payment provider to implement adjustable fee structures. **Presently, we provide Washington, DC and Los Angeles with progressive event and demand based pricing functionality near Nationals Park and the Staples Center.** For example, in the nation's capital we adjust the meter rates as well as hours of operations on Washington Nationals game days or for other special events in the Southwest Waterfront area of the District. **All demand based fee parking parameters (i.e., rates, hours of operations, etc.) are scalable based on the needs of our municipal partners.**

“The City of Lewes is excited to launch Parkmobile, a new service to the visitors, residents, and businesses of Lewes. The city solicited several vendors over the summer and decided Parkmobile was the best fit for Lewes. Many of our visitors and residents are familiar with the application since neighboring communities, such as Rehoboth and Bethany Beach, also use the service. We look forward to working with Parkmobile to continue to provide cutting edge technologies to our constituents.

Paul Eckrich, City Manager at Lewes City Hall

16. Does the Parkmobile system allow for the adding or deleting of parking inventory and who performs these updates?

The Parkmobile platform accommodates adding or deleting parking inventory through two options. **First, a municipal partner can provide us with an updated ZAR and Parkmobile will go into the system and update the system. Secondly, through**

our Self – Administrative Portal our partners can go into the system and modify their parking inventory as well. Regardless of the option used, Parkmobile provides 24/7/365 operational support for our partners as well as their patrons if there are any questions during this process.

17. Describe Parkmobile's on and off street paid vs. unpaid parking options, including compensation for each method.

Parkmobile smart solutions are future proof. **Parkmobile offers other cutting edge technology solutions such as centralized enforcement, residential and visitor permitting through our mobile payment platform, data analysis and dynamic pricing, electric vehicle charging, on – and off - street integrations and guidance to real-time available parking.** Parkmobile supports Residential Permit Parking (RPP) Programs for both residents of the jurisdiction as well as visitors of residents who may need to demonstrate 'permission' to park on residential blocks during certain hours.

The Parkmobile RPP mobile solution is a web-based “virtual” permit management system that requires no paper permits for enforcement; instead, Palm Beach can use License Plate Reader (LPR) technology to identify vehicles with valid permits. **For example, our residential, visitor and employee parking platform can also support physical hang tag solutions should that be a requirement of Palm Beach. In this instance, valid permit holders can print out 'hard copies' of the permit and post on their dashboards for parking enforcement personnel to view.** Parkmobile's permitting solutions offer Palm Beach a comprehensive management approach that is effective, efficient and cost effective. The system allows residents to apply for any type of permit through an online portal that would be hyper-linked to any website identified by the Town of Palm Beach.

The following fees apply to our permitting program and all pricing is negotiable:

- Hosting Fee:
- Maintenance Fee
- Initial Set Up: this is a onetime fee
- Permit Pricing: this fee is usually paid by the permit recipient

18. Is the Parkmobile system compatible with Palm Beach's existing AIMS parking enforcement and management system?

Through our open API Parkmobile has the ability to integrate with all enforcement and management systems on the market today.

As part of the Implementation Plan included with this submission we identify all of the vendors we need to integrate with in each municipality and would be able to accommodate interfacing within the delineated timeline of our partner.

“ Since we implemented Parkmobile, we have seen our transactions grow each month. Our parkers are extremely happy and glad to have the ability to pay by phone. It has also streamlined our parking enforcement and has made it easier for our ambassadors to do their job in a timelier fashion.

Brent Matthews, Director of Operations, Maintenance, & Parking for CARTA

19. Is Parkmobile's system a cloud based system available 24/7?

Yes, Parkmobile's system is a cloud based solution available 24/7 and we are responsible for the management and maintenance of the system. **Parkmobile mitigates any potential system failures through our hosted solution that is a tier 1 world class partnership with QTS. Our redundant cloud hosting network provides for a 99.9% service level uptime guarantee.**

20. Describe how the Parkmobile system handles outages.

Parkmobile has implemented our system in over 600 locations and 38 states with no service interruptions, systemic power or server outages or hardware/software failures. All customer service operations are done either in our offices in Atlanta or in a backup facility in Fort Lauderdale, Florida providing our municipal partners with full coverage twenty four hours a day. No other provider delivers this level of service reliability.

21. Does Parkmobile have a stored value solution?

Parkmobile was the first mobile payment provider to introduce a stored value solution when we began to offer these services in Washington, DC several years ago. Parkmobile can configure our stored-value solution (Wallet) so that the customers who choose to use this payment method can use the Wallet not only in Minneapolis but also everywhere in the country that offers the Parkmobile service. **In this scenario, the Town of Palm Beach does not pay any merchant processing fees associated with the loading and reloading of the funds placed in the Wallet and only Parkmobile's standard Merchant of Record (MOR) fees of 3% + \$.15/transaction are assessed on the individual parking sessions once the customer uses the Parkmobile service.**

This option requires no upfront merchant processing fees to be paid by Palm Beach on funds that may never be used for parking in the municipality and also provides the customer with a *universal* Wallet program that can be used anywhere in the state, region or the country that uses Parkmobile as a payment method. **Parkmobile highly suggests the selection of this option due to its flexibility for patrons as well as the advantages it gives our municipal partners by allowing existing members (from other cities) to use the Parkmobile system in Palm Beach without the need to set up a new account.**

If desired, Parkmobile can also offer Palm Beach a 'closed wallet' so that the customers who choose to use this payment method can only use the Wallet in Palm Beach. **In this scenario, the Palm Beach would pay the merchant processing fees for the loading and reloading of the funds placed in the Wallet. No merchant processing fees are assessed on the individual parking sessions**

since the merchant fees have been paid in advance during the load/reload process.

22. Does Parkmobile provide live customer service, what are the hours of operation and are there any automated services?

Yes, Parkmobile provides our partners and their patrons with a Customer Care and Member Services Center based in our corporate headquarters in Atlanta. To manage customer inquiries and educate consumers, the Parkmobile Customer Care and Member Services Team relies on Zendesk, the leading cloud-based customer service software system. ***Zendesk, offers a ticket management system, advanced analytics and insights, integrated live chat, and an online Help Center. Patrons have the ability to submit inquiries in a variety of ways such as:***

- Email
- Online Contact Forms
- White-label Client Services Website
- Social Media
- Integration through our mobile apps

“ Parkmobile is a great payment source for the parking industry. Our customers love it! Parkmobile payments have doubled in one year, it is the #1 payment method for off-street parking and operationally the City of Summit is reducing its collection labor time. Parkmobile is a Win-Win for all.

Rita McNany, Parking Services Manager for City of Summit, NJ

Studies indicate that customers prefer the ability to self-serve and find answers in a real-time fashion. Through an automated email response or on-screen instructions, customers are directed to our Online Help Center which provides the answers to our most frequently asked questions. ***In an average month, customers perform over 2,500 searches in our Online Help Center. As a***

result of the customer's ability to find answers on their own, fewer than 5% of searches result in the creation of a support ticket afterwards. When customers require further assistance, our Member Services Specialists provide customizable responses depending on the needs of the customer. As we know that a slow first response time is the #1 leading indicators for poor customer satisfaction, we also use "macros" or standardized responses to quickly address common inquiries. Despite receiving over 3,000 customer inquiries in an average month, we are able to maintain an average response time of 11 business hours. The Zendesk system also allows Parkmobile Specialists to tag support tickets, enabling a simple way to track and report the number of inquiries received for the Town of Palm Beach. ***These reporting capabilities also allow Parkmobile to determine themes for a given matter or situation. Parkmobile can then proactively educate customers to ensure the best user experience possible.***

23. Describe the system's scalability.

As a continuing learning company all of Parkmobile's mobile payment solutions are fully scalable to the needs of each of our unique partners. ***From reporting dashboards to reporting portals everything we provide is scalable to your requirements. Presently, we provide mobile payment services to municipalities as diverse as Lake Worth compared to Miami Beach and in every instance we provide our partners with state of the industry services.***

TOWN OF PALM BEACH

Town Council Meeting on: August 11, 2015

Section of Agenda

Regular Agenda - New Business

Agenda Title

Coastal Update

a. Shoreline Condition Update

b. RESOLUTION NO. 111-2015 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Authorizing the Mayor to Execute a First Amendment to an Interlocal Agreement R2009-1523 with Palm Beach County for Cost-Sharing of the Phipps Ocean Park/Reach 7 Beach Nourishment Project in the Amount of \$2,432,228.

c. RESOLUTION NO. 115-2015 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving a Purchase Order for Additional Engineering and Modeling Services in Support of the Reach 8 Environmental Impact Statement to Coastal Planning & Engineering, Inc., a Chicago Bridge & Iron Company, in the Amount of \$175,275, and Establishing an Engineering and Modeling Services Budget of \$193,000.

Presenter

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

Supporting Documents

- [b. Memorandum Dated July 24, 2015, from H. Paul Brazil, P.E., Director of Public Works](#)
- [b. Resolution No. 111-2015](#)
- [b. First Amendment to Interlocal Agreement](#)
- [c. Memorandum Dated July 27, 2105, from H. Paul Brazil, P.E., Director of Public Works](#)
- [c. Resolution No. 115-2015](#)
- [c. CB&I Proposal](#)
- [c. Letter Dated July 22, 2015 from USACE](#)

TOWN OF PALM BEACH

Information for Town Council Meeting on: August 11, 2015

To: Mayor and Town Council

Via: Thomas G. Bradford, Town Manager

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

Re: Authorize the Mayor to Execute a First Amendment to an Interlocal Agreement with Palm Beach County for Cost-Sharing of the Phipps Ocean Park/Reach 7 Beach Nourishment Project
Resolution No. 111-2015

DATE: July 24, 2015

STAFF RECOMMENDATION

Staff recommends that Town Council approve Resolution No. 111-2015 authorizing the Mayor to execute a first amendment to an Interlocal Agreement with Palm Beach County to cost-share \$2,432,228 toward the upcoming Phipps Ocean Park/Reach 7 Beach Nourishment Project.

GENERAL INFORMATION

On June 4, 2015, the Mayor and Town staff met with Palm Beach County ERM staff to discuss various coastal matters. During this meeting, the County staff was informed that the recent County sixth cent modification of the tourist tax would provide revenue for the County to cost-share on the Phipps Ocean Park/Reach 7 Beach Nourishment Project.

Interlocal Agreement R2009-1523 between the Town and the County, dated September 15, 2009, allows County cost-sharing of 20% to occur for coastal projects within the Town. This agreement expires on December 31, 2034. County cost-sharing participation is contingent upon appropriation from the Board of County Commissioners (BCC).

County cost-sharing follows the State of Florida Department of Environmental Protection's calculation for shoreline eligibility based on public access. Since FDEP has determined that 78% of the total project area is eligible, the Interlocal Agreement amendment includes a cost-share amount equal to 20% of 78% of the low bid from Great Lakes Dredge & Dock, Inc. (GLDD). The low bid, excluding the stockpiling of sand for Reach 8, is \$15,591,200. The County's calculated cost-share of the project is \$2,432,228. The stockpiling of sand for Reach 8, or any contingency used, will be constructed at 100% Town responsibility unless State funds become available.

On June 9, 2015, Town Council awarded a contract in the amount of \$15,879,950 to GLDD. The Town is awaiting execution of the amendment to the Interlocal Agreement before signing a contract with GLDD. County staff has indicated that cost-sharing can only be provided if an amendment is in place prior to execution of the contract. With anticipation of BCC on August 18, 2015, Town staff anticipates that a contract with GLDD will be executed shortly thereafter.

FUNDING/FISCAL IMPACT

The proposed FY 2016 budget and updated 10-year Coastal Management Program includes revenue from Palm Beach County cost-sharing of the Phipps Ocean Park/Reach 7 Beach Nourishment Project.

TOWN ATTORNEY REVIEW

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

Attachments

cc: Shore Protection Board
Jane Struder, Director of Finance
Adis Pedraza, Purchasing Manager
Robert Weber, Coastal Coordinator

RESOLUTION NO. 111-2015

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE A FIRST AMENDMENT TO AN INTERLOCAL AGREEMENT R2009-1523 WITH PALM BEACH COUNTY FOR COST-SHARING OF THE PHIPPS OCEAN PARK/REACH 7 BEACH NOURISHMENT PROJECT IN THE AMOUNT OF \$2,432,228.

* * * * *

WHEREAS, on September 15, 2009, the Town of Palm Beach and Palm Beach County entered into an Interlocal Agreement (R2009-1523) setting forth their desire to cooperatively work with each other on shoreline protection within the municipal limits of the Town; and

WHEREAS, the County wishes to cost-share with the Town, reimbursing 20% of the eligible construction costs (78%) associated with the Phipps Ocean Park/Reach 7 Beach Nourishment Project; and

WHEREAS, the Town of Palm Beach and Palm Beach County agree that the total construction costs to complete the Project, as bid by the successful bidder, is \$15,591,200 ("Total Project Cost"); and

WHEREAS, the County agrees to pay its share of the eligible construction costs in the amount of \$2,432,228; and

WHEREAS, the Town of Palm Beach and Palm Beach County agree that any change orders associated with the successful completion of the Project that propose to increase the Total Project Cost shall be provided to the County for review in a timely manner and will not be eligible for reimbursement from the County without prior authorization as an amendment to this Agreement.

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 Mayor is hereby authorized to execute a first amendment to an Interlocal Agreement with Palm Beach County for cost-sharing of the Phipps Ocean Park/Reach 7 Beach Nourishment Project.

Section 3. A copy of the Interlocal Agreement is attached hereto as Exhibit "A" and is hereby incorporated within this Resolution and made a part hereof.

PASSED AND ADOPTED in a regular, adjourned session of the Town Council of the Town of Palm Beach on this 11th day of August 2015.

Gail L. Coniglio, Mayor

Michael J. Pucillo, Town Council President

Richard M. Kleid, Council President Pro Tem

Danielle H. Moore, Town Council Member

ATTEST:

Penelope D. Townsend, Town Council Member

Susan A. Owens, MMC, Town Clerk

Robert N. Wildrick, Town Council Member

FIRST AMENDMENT TO
INTERLOCAL AGREEMENT
BETWEEN
PALM BEACH COUNTY
AND
TOWN OF PALM BEACH

THIS FIRST AMENDMENT is made and entered into on this ____ day of ____, 2015, by and between PALM BEACH COUNTY, a political subdivision of the State of Florida (the "COUNTY") and the Town of Palm Beach, a municipal corporation in the State of Florida, (the "TOWN"), each one constituting a public agency as defined in Part I of Chapter 163 Florida Statutes, and both being hereinafter referred to collectively as the "parties".

WITNESSETH

WHEREAS, on September 15, 2009, the parties entered into an Interlocal Agreement (R2009-1523)(the Agreement)setting forth their desire to cooperatively work with each other on shoreline protection TASKS within the municipal limits of the TOWN; and

WHEREAS, the COUNTY wishes to cost share with the TOWN, reimbursing 20% of the eligible construction costs associated with the Phipps Ocean Park Beach Nourishment Project ("Project") incurred by the TOWN; and

WHEREAS, the parties agree that total construction costs to complete the Project, as bid by the successful bidder, is \$15,591,200 ("Total Project Cost"); and

WHEREAS, The COUNTY agrees to pay its share of the eligible construction costs in the amount of \$2,432,228; and

WHEREAS, the parties agree that any change orders associated with the successful completion of the Project that propose to increase the Total Project Cost shall be provided to COUNTY for review in a timely manner and will not be eligible for reimbursement from the COUNTY without prior authorization as an amendment to this Agreement; and

WHEREAS, notwithstanding paragraph 5. b) of the Agreement, the COUNTY agrees to advance its \$2,432,228 share (the "COUNTY'S SHARE") of the Total Project Costs to the TOWN with the understanding that the TOWN, in its discretion and at its sole risk, may temporarily loan such funds to the United States Army Corps of Engineers ("USACE") to facilitate inlet maintenance dredging and spoil placement on the beach within the Town limits scheduled to commence following the 2015 sea turtle nesting season as long as such loan does not affect the timely successful completion of the Project.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations herein contained, the parties agree as follows:

1. The foregoing recitals are true and correct and incorporated herein.

2. The Town will complete the Project in accordance with the Scope of Work attached hereto as **Exhibit A**.

3. Paragraph 14, entitled EQUAL OPPORTUNITY, is hereby deleted in its entirety and replaced with the following:

Non-Discrimination. The parties agree that no person shall, on the grounds of race, color, sex, national origin, disability, religion, ancestry, marital status, age, sexual orientation, familial status, gender identity, gender expression or genetic information be excluded from the benefits of, or be subjected to any form of discrimination under any activity carried out by the performance of this Agreement.

The TOWN has submitted to the County a copy of its non-discrimination policy which is consistent with the above, as contained in Resolution R-2014-1421, as amended, or in the alternative, if the TOWN does not have a written non-discrimination policy, it has acknowledged through a signed statement provided to the County that the TOWN's non-discrimination policy conforms to R-2014-1421, as amended.

4. The following "TOWN Obligations" shall be added to the Agreement as paragraph 24:

a) Any PROJECT related scopes of work, contracts, progress reports, schedules, change orders, plans and specs (whether or not they are required by the State or Federal agencies) shall be copied and provided to the COUNTY within 5 days of the TOWN'S receipt.

b) The TOWN shall provide the COUNTY with copies of all permits and permit applications, surveys, aerials, reports and studies including pre and post-construction monitoring reports, bid tabulations, and other project related documents.

c) To the greatest extent possible, the documents referred to in paragraphs 24. a) and b) above shall be provided to the COUNTY in digital format.

d) The TOWN shall invite the COUNTY to pre-construction meetings as well as inform the COUNTY on all construction contract change orders or contract amounts.

5. The following paragraph shall be added to this Agreement as paragraph 25:

Indemnification by Contractors. In the event any party subcontracts to a third party any part or all of the tasks necessary to complete a project pursuant to this Agreement, the party shall require the Contractor to indemnify, defend and hold harmless the COUNTY and TOWN as follows and shall require the following language to be inserted into any agreement with the Contractor:

The Contractor agrees to assume liability for and indemnify, hold harmless, and defend the Town and Palm Beach County, and their commissioners, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees,

in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor, its agents, officers, contractors, subcontractors, employees, or anyone else utilized by the Contractor in the performance of this Agreement. The Contractor's liability hereunder shall include all attorney's fees and costs incurred by the Town and/or Palm Beach County in the enforcement of this indemnification provision. This includes claims made by the agents or employees of the Contractor against the Town and/or the County and the Contractor hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall survive termination of this Agreement and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement.

6. All other terms and conditions of the Agreement shall remain unchanged and in full force and effect.

The remainder of this page is intentionally left blank.

IN WITNESS WHEREOF, the County of Palm Beach, Florida has caused this Agreement to be signed by the Mayor of the Board of County Commissioners and the seal of said Board to be affixed hereto and attested by the Clerk of said Board, pursuant to authority granted by said Board, and the Town of Palm Beach has caused this Agreement to be signed in its corporate name by its Mayor and its corporate seal to be affixed hereto, attested by its City Clerk, the date and year first above written.

TOWN OF PALM BEACH, FLORIDA

PALM BEACH COUNTY, FLORIDA
BY ITS BOARD OF COUNTY
COMMISSIONERS

By: _____
Gail L. Coniglio, Mayor

By: _____
Shelley Vana, Mayor

ATTEST:

ATTEST:
Sharon R. Bock, Clerk and Comptroller

By: _____
Town Clerk

By: _____
Deputy Clerk

DATE: _____

DATE: _____

(SEAL)

(SEAL)

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____
Town Attorney

By: _____
Assistant County Attorney

APPROVED AS TO TERMS
AND CONDITIONS

By: _____
Robert Robbins, Director
Dept. of Env. Resources Management

EXHIBIT A
SCOPE OF WORK
FOR
AMENDMENT NO. 1
TO
INTERLOCAL AGREEMENT (R2009-1523)

The parties agree that the Project includes beach nourishment for the Phipps Ocean Park Beach Nourishment Project which was put out to bid (Bid. No. 2015-32) by the Town and includes total construction costs of \$15,591,200 (Total Project Cost) to complete the Project. The parties agree that the County is to pay its share of the eligible construction costs, as outlined below, in the amount of \$2,432,228.

The parties agree that the eligible shoreline within the Project limits is limited by publicly accessible and critically eroded criteria as defined by Chapter 62B-36 FAC and is currently calculated to be 78% of the project area.

The parties agree that construction of the Project, which also includes demobilization of all equipment from the beach, must be completed by May 1, 2016.

Eligible Construction Costs Include:

LINE	DESCRIPTION	QUANTITY	UNIT	TOTAL
1	Mobilization & Demobilization	1	LS	\$4,300,000
2	General Conditions	1	LS	\$450,000
3	Site Prep/Staging Areas	1	LS	\$120,000
4	Sand Excavation/Placement	1,010,000	CY	\$10,524,200
5	Beach Tiling	1	LS	\$45,000
6	Traffic Maintenance/MOT	1	LS	\$16,500
7	Performance & Payment Bond	1	LS	\$135,000
8	Indemnification	1	LS	\$500
			TOTAL:	\$15,591,200

Advance of Project Funds

Notwithstanding paragraph 5. b) of the Agreement, the COUNTY agrees to advance the COUNTY'S Share of the Total Project Costs to the TOWN within 30 Days of execution of this Agreement with the understanding that the TOWN, in its discretion and at its sole risk, may temporarily loan such funds to the United States Army Corps of Engineers ("USACE") to facilitate inlet maintenance dredging and spoil placement on the beach ("USACE Inlet Maintenance Project") within the Town limits as long as such loan does not affect the timely successful completion of the Project. The USACE Inlet Maintenance Project is anticipated to commence after November 1, 2015 and to be completed by May 1, 2016.

Should the TOWN in its sole discretion use the COUNTY'S Share of the Total Project Costs to facilitate the USACE Inlet Maintenance Project, the TOWN agrees that regardless of whether such funds are timely repaid by USACE, the TOWN will take whatever steps are necessary to secure funding to complete the Project by May 1, 2016, recognizing that delays may occur due to regulatory conditions, such as delays due to sea turtle nesting season. The Town agrees that it has adequate reserves, which can be utilized if necessary, to timely complete the Project while awaiting reimbursement from USACE.

Should the TOWN provide any of the COUNTY'S Share of the Total Project Funds to USACE for the USACE Dredge Project, the TOWN shall require USACE's contractors to indemnify the COUNTY in accordance with paragraph 5 in this First Amendment to the Interlocal Agreement, entitled INDEMNIFICATION BY CONTRACTORS.

No later than 60 days after completion of the Project, the TOWN shall provide an accounting to the COUNTY to demonstrate that only eligible expenses were incurred and paid to complete the Project and that the Project was completed as budgeted (the "Accounting"). If the Project is completed under budget, the TOWN shall within 45 days of completion of the Accounting reimburse the COUNTY for its proportionate share of the Total Project Costs, which were not incurred.

TOWN OF PALM BEACH

Information for Town Council Meeting on: August 11, 2015

To: Mayor and Town Council

Via: Thomas G. Bradford, Town Manager

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

Re: Award a Contract to CB&I for USACE-Required Professional Services for Additional Engineering and Modeling in Support of an EIS in Reach 8
Resolution No. 115-2015

DATE: July 27, 2015

STAFF RECOMMENDATION

Staff recommends that Town Council approve Resolution No. 115-2015 awarding a contract for additional engineering and modeling services to Coastal Planning & Engineering, Inc., A Chicago Bridge & Iron Company (CB&I), in the hourly, not-to-exceed amount of \$175,295, and establish a task budget in the amount of \$193,000 for additional engineering and modeling services in support of the EIS in Reach 8.

GENERAL INFORMATION

On July 7, 2015, Town staff met with County staff, the USACE, and CB&I in Palm Beach Gardens at the USACE's Regulatory Office. CB&I's March 24, 2015 scope of work, in the amount of \$449,397, was discussed in detail. With the exception of the engineering and modeling task for constructing a Reach 8 project with varying grain sizes of sand, a total task cost of \$175,275, County staff informed that they intend to cost-share on all other continued services tasks in the scope of work at a total cost of \$269,622. With a cost-share of 38.6%, the Town can anticipate County reimbursement of approximately \$104,000. The comprehensive scope of work amount of \$449,397 was reduced by \$4,500 to \$444,897.

The USACE requested that CB&I restructure their March 24, 2015 scope of work into two (2) separate efforts to reflect that one scope of work is to be cost-shared between the Town and the County and the other is to be performed at 100% Town cost. The cost-sharing effort is currently being addressed with the County through an amendment to Interlocal Agreement R2013-1058.

On July 17, 2015, CB&I provided the Town with the two separate scopes of work. The Town-specific engineering and modeling scope of work has a total cost of \$175,275. The scope provides tasks to address public comments on the Draft EIS and support continued preparation of the Final EIS for publication. A contingency is requested to address additional engineering and modeling matters that the USACE may require to evaluate the project alternatives for Reach 8. This contingency may help prevent delays in the schedule.

On July 22, 2015, the USACE provided the Town and the County with a letter stating that the scopes of work prepared by CB&I, dated July 17, 2015, would be required to complete the EIS. This letter is attached.

FUNDING/FISCAL IMPACT

The Town has received a partial reimbursement from Palm Beach County, in the amount of \$133,529.04, for work completed on the EIS from the initial scope of work. Receipt of the \$133,529.04 reimbursement keeps the overall expenditures to date under the Town's \$1 million appropriation for the Reach 8 EIS. Sufficient funds exist in the Coastal Management Fund for the additional engineering and modeling services.

PURCHASING REVIEW

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

TOWN ATTORNEY REVIEW

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

Attachments

cc: Shore Protection Board
Jane Struder, Director of Finance
Adis Pedraza, Purchasing Manager
Robert Weber, Coastal Coordinator

RESOLUTION NO. 115-2015

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING A PURCHASE ORDER FOR ADDITIONAL ENGINEERING AND MODELING SERVICES IN SUPPORT OF THE REACH 8 ENVIRONMENTAL IMPACT STATEMENT TO COASTAL PLANNING & ENGINEERING, INC., A CHICAGO BRIDGE & IRON COMPANY, IN THE AMOUNT OF \$175,275, AND ESTABLISHING AN ENGINEERING AND MODELING SERVICES BUDGET OF \$193,000.

* * * * *

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

Section 1. The Town Council of the Town of Palm Beach hereby approves a purchase order for Additional Engineering and Modeling Services to Coastal Planning & Engineering, Inc., A Chicago Bridge & Iron Company, in the amount of \$175,275, and establishes an engineering and modeling services budget of \$193,000.

Section 2. The Town Manager is hereby authorized to execute a purchase order on behalf of the Town of Palm Beach for this improvement, and is authorized to approve additional tasks, as necessary.

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

PASSED AND ADOPTED in a regular, adjourned session of the Town Council of the Town of Palm Beach on this 11th day of August 2015.

Gail L. Coniglio, Mayor

Michael J. Pucillo, Town Council President

Richard M. Kleid, Council President Pro Tem

Danielle H. Moore, Town Council Member

ATTEST:

Penelope D. Townsend, Town Council Member

Susan A. Owens, MMC, Town Clerk

Robert N. Wildrick, Town Council Member



CB&I Coastal Planning & Engineering, Inc.
2481 NW Boca Raton Blvd.
Boca Raton, FL 33431
Tel: +1 561 391 8102
Fax: +1 561 391 9116
www.CBI.com

July 17, 2015

Mr. Robert Weber
Coastal Coordinator
Town of Palm Beach
951 Old Okeechobee Road, Suite A
West Palm Beach, FL 33401

Re: Proposal to Provide Additional Engineering and Modeling Services in Support of the Southern Palm Beach Island Comprehensive Shoreline Stabilization Project Environmental Impact Statement

Dear Rob:

This proposal is provided at your request for CB&I Coastal Planning & Engineering, Inc. (CB&I) to provide additional engineering and modeling services to aid in the preparation of the Southern Palm Beach Island Comprehensive Shoreline Stabilization Project EIS for the U.S. Army Corps of Engineers (Corps). These services will be provided to fill data gaps in response to public comments received on the December 2014 Draft EIS and associated efforts to complete the process.

The Corps, as the lead federal agency, will have responsibility for the preparation and content of the EIS in accordance with all of the requirements of NEPA (42 U.S.C. § 4321, et seq.), Council of Environmental Quality Regulations (40 C.F.R. Parts 1500-1508) and the NEPA Implementation Procedures for the Regulatory program (Appendix B of 33 C.F.R. Part 325). According to these laws and regulations, specifically 40 C.F.R. § 1506.5(c), CB&I has been selected as the Third Party Contractor (TPC) to perform the work described herein under the direction of the Corps.

Scope of Services

The attached Scope of Services (Exhibit A) summarizes the additional engineering and modeling services to be provided by CB&I, as the third party contractor (TPC) for the continued preparation of the EIS, which will aid the Corps in their decision to issue, modify, condition, or deny a Section 10 of the Rivers and Harbors Act of 1899 (33 U.S.C. 403) and/or Section 404 of the Clean Water Act (33 U.S.C. 1344) permit(s) for the proposed Project. The principal objective of the proposed services is for CB&I to continue to provide the Corps with the analyses needed to satisfy NEPA in its preparation of the EIS. The previous engineering and modeling work will be updated with a range of grain sizes to evaluate the Town of Palm Beach's (Town) request for flexibility with respect to the sand source for the Town's portion of the project area. The Final EIS will comply, both procedurally and analytically with the requirements of the Council on Environmental Quality's (CEQ) regulations and be prepared in an efficient manner while maintaining a high degree of credibility, ensuring the validity and accuracy of the study products.

This proposal is to provide additional engineering and modeling services to address public comments on the DEIS and support continued preparation of the Final EIS for publication. This will include coordination between responsible agencies, the Town of Palm Beach, Palm Beach County, and the public. This proposal does not include permitting and is limited to the scope specifically described in Exhibit A. If additional items are deemed necessary as a result of Corps' reviews, additional proposals will be prepared and presented to the Town for approval upon request.



Fee Proposal

The fee for the services contained in this proposal is not to exceed \$175,275.00 and will be billed monthly on a time and materials basis. Attached please find a spreadsheet that delineates the various phases of the work estimated with the approved contract rates and classifications (Exhibit B). Although this proposal is detailed by separable items and estimated by specific staff and categories, it is anticipated that some work elements will exceed the estimate while others fall below the estimate to complete. Our staff will be used as needed to achieve the scope of services and to meet the stated objectives and timelines.

The services proposed herein will be performed in accordance with this proposal and the Professional Services Agreement (PSA) between the Town of Palm Beach and CB&I Coastal Planning & Engineering, Inc. dated April 10, 2014. The billing rates for services rendered under this proposal will be based on the schedule of hourly billing rates incorporated by reference and attached to the PSA. The time frame estimated to complete this work is estimated to be eight (8) months from receipt of your authorization to proceed, barring any circumstances beyond the control of CB&I. We will commence work upon receipt of a Purchase Order from the Town of Palm Beach.

Thank you for the opportunity to serve the Town of Palm Beach.

If you should have any questions, please call me.

Sincerely,

A handwritten signature in dark ink, appearing to read "Tom R", is written over a light blue horizontal line.

Thomas P. Pierro, P.E., D.CE
Director
CB&I Coastal Planning & Engineering, Inc.

Please reply to: Thomas Pierro
Phone No. 561.361.3150
E-Mail: thomas.pierro@cbi.com

cc: David Swigler, PE, CB&I
Stacy Buck, CB&I

Exhibit A

Scope of Services

Additional Engineering and Modeling Services in Support of the Southern Palm Beach Island Comprehensive Shoreline Stabilization Project Environmental Impact Statement

This Scope of Services is for CB&I Coastal Planning & Engineering, Inc. (CB&I) to assist the U.S. Army Corps of Engineers (Corps) in preparing the Southern Palm Beach Island Comprehensive Shoreline Stabilization Project Environmental Impact Statement (EIS). Under direction by the Corps, CB&I will provide the information necessary to assist the Corps in its analysis and preparation of the EIS to evaluate the significant direct, indirect and cumulative effects of the proposed beach stabilization projects on the environment. The information and documentation provided will comply with all provisions of the NEPA and all corresponding implementing regulations including the provisions of 33 C.F.R. Part 325, Appendix B and 40 C.F.R. Parts 1500-1508.

TASK 1: Engineering Analysis for Varying Grain Size

The previous work included engineering analyses to evaluate the need for the project and the performance of project alternatives. This additional work will consider a range of sediment grain sizes to evaluate the Town of Palm Beach's (Town) request for maintaining flexibility with respect to potential sand sources for the Town's portion of the project area. It is anticipated that the analysis will consider two (2) grain sizes to reflect the upper and lower range of approved offshore borrow areas identified in the State of Florida Department of Environmental Protection's Palm Beach Island Beach Management Agreement (BMA) Pilot Project and previously approved upland sand mines.

Storm Damage Vulnerability Analysis

The analysis will utilize the Storm Induced Beach Change Model, SBEACH, developed by Larson and Kraus (Larson and Kraus, 1989) for the U.S. Army Corps of Engineers (Corps). SBEACH simulates changes in the beach profile that could result from coastal storms of varying intensity in terms of storm tide levels, wave heights, wave periods, and storm duration. Information required as input to run the SBEACH model includes the beach cross-section, the median sediment grain size, and the time histories of the wave height, wave period, and water elevation. The SBEACH model was previously calibrated as part of initial work for the EIS and will be used for the additional analysis.

The existing conditions will be updated with more recent survey data within the project area (R129-195' to R138+568'). The storm vulnerability analysis will be completed with these conditions and the five (5) synthetic storms with return intervals of 5-years, 15-years and 25-years, 50-years and 100-years developed under the initial work.

The performance within the project area with the alternatives in place will be evaluated using a range of grain sizes. The five storm scenarios will be used to identify if property and structures along the shoreline may be impacted under existing conditions and for each alternative.

Delft3D Alternatives Analysis

The model was developed for the EIS project area and calibrated for use in evaluating the proposed actions and alternatives in the EIS and quantifying the potential hardbottom coverage. Survey data, hardbottom mappings, and aerial photographs collected since 2008 by others was used as applicable in the model. The model included seawalls as impermeable vertical walls with finite heights and the Lake Worth Pier as a permeable structure. Hardbottom was incorporated into the model by mapping the erodible sediment depth to create a hardbottom/bedrock surface. Available aerial delineations of hardbottom were compared to model results.

The performance of the combined and separated alternatives was evaluated using the calibrated Delft3D model as part of the previous work. The additional simulations will evaluate the same alternatives (and combinations thereof) assuming differing grain sizes for the potential use of upland and offshore sands trucked to the Town's project area. Each alternative and grain size will be simulated for a minimum of 3 years to produce a range of expected impacts. This scope of work provides for a maximum of five alternatives to be examined, including the "no action" alternative. The "no action" alternative will be used as the baseline for which to compare all other alternatives to, so the impact/benefit of the proposed project can be identified.

Evaluation of the modeling results will focus on the following:

- The amount of fill retained over the study period.
- Impacts to hardbottom.
- Exposure of the existing seawalls.
- Fill distribution and groin locations.
- Potential impacts to adjacent beaches.
- Potential risk of rip current formation near structures.

Analytic Equilibrium Toe of Fill Analysis

Equilibration of the fill occurs following construction as the profile adjusts to resemble the shape of the pre-construction profile. The analysis will be updated to evaluate the offshore extent of this equilibration for the grain sizes considered in the Delft3D Modeling. The estimated equilibrium toes of fill will then be used to assess potential impacts to hardbottom.

Engineering Report

An engineering report(s) will be prepared summarizing the analysis described above. The modeling sections of the report will, to the greatest extent possible, follow FDEP guidelines for numerical modeling studies, consistent with previous work. A draft will be provided to the Corps for review, and if needed a presentation of model results for discussion with Corps staff. Following the review period, comments from the Corps will be addressed and a final report will be prepared and submitted. Key input and outputs from the numerical model simulations and the calibration effort along with graphics and descriptions of the model results will be provided in the report. The alternative that best meets the purpose and need of the project will be identified and recommended for consideration in the EIS.

Deliverables:

Engineering Report(s)

Assumptions and Caveats

The proposed scope of services includes the procedures and steps required by the Corps to complete the EIS and assumes that the work will be based on existing information to be made available to CB&I by others. This scope does not include any data collection, field work or permitting efforts. Supplementary scopes of work requested by the Corps for additional efforts will be prepared and presented to the Town for approval upon request.

As described in the Statement of Work provided by the Corps, CB&I will provide all deliverables to the Corps. The Corps will make the decision to disseminate information or deliverables to the Town of Palm Beach, Palm Beach County and other interested parties.

It is assumed that all in-person meetings will be held in Palm Beach County.

EXHIBIT B

TOWN OF PALM BEACH, FL

FEE PROPOSAL FOR

**ENVIRONMENTAL IMPACT STATEMENT ADDITIONAL ENGINEERING AND MODELING SERVICES
SOUTHERN PALM BEACH ISLAND COMPREHENSIVE SHORELINE STABILIZATION PROJECT**

July 17, 2015

PREPARED BY:

CB&I COASTAL PLANNING & ENGINEERING, INC.



DEPARTMENT OF THE ARMY
JACKSONVILLE DISTRICT CORPS OF ENGINEERS
4400 PGA BOULEVARD, SUITE 500
PALM BEACH GARDENS, FLORIDA 33410

July 22, 2015

REPLY TO
ATTENTION OF

Palm Beach Gardens Section
SAJ-2008-04086 (SP-AAZ) Palm Beach County
SAJ-2005-07908 (SP-AAZ) Town of Palm Beach

Town of Palm Beach
Attention: Rob Weber
Coastal Coordinator
Public Works Department
Post Office Box 2029
Palm Beach, Florida 33480-2029

Palm Beach County Board of County Commissioners
Attn: Robert Robbins
2300 North Jog Road, Fourth Floor
West Palm Beach, FL 33411

Dear Mr. Weber and Mr. Robbins:

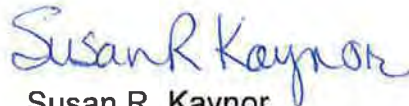
This is in reference to your permit application requesting Department of the Army (DA) authorization to fill waters of the United States in order to stabilize the beach as part of the Southern Palm Beach Island Comprehensive Shoreline Stabilization project. The project has two different but similar activities that have been assigned separate DA application numbers: SAJ-2008-04086 for the beach fill project proposed by the Town of Palm Beach and SAJ 2005-07908 for the remainder of the project to the south including beach fill and seven groins proposed by Palm Beach County. The project is being reviewed as an Environmental Impact Statement (EIS) and is located between Florida Department of Environmental Protection (FDEP) range monuments R-129-210 and R-138+551 in Palm Beach County, Florida.

The Notice of Availability (NOA) of the draft EIS was published in the Federal Register on December 12, 2014. The draft EIS included the Corps evaluation of the effects of the proposed project as well as five other alternatives. The 45-day comment period for the draft EIS ended on January 26, 2015; however a 30-day time extension was granted until February 25, 2015. During the comment review period, the Corps received several comments, many of which were considered substantial. Most notably were comments received by the Town of Palm Beach regarding the options of using a wider range of grain sizes to renourish their section of the beach. Although it is important to explore various alternatives for sand sources in our National Environmental Policy Act assessment, this request to evaluate additional grain sizes, compare costs, and consider performance for each alternative will require additional modeling to address appropriately. Additionally, work is still needed to address public comments, conduct additional analysis to address data gaps and finalize the document for publication. These tasks will take additional time to complete.

The requested evaluation and additional efforts to address substantive comments are needed to continue our preparation of the Final EIS. The Corps has reviewed the revised scope of work to complete these tasks, and believes it is required to address comments we've received to date. As we work through the tasks, the Corps can give an estimated timeframe to finalize our process to reach a permit decision.

Should you have any questions or comments regarding this request for additional information, please contact Alisa Zarbo at the letterhead address, by phone at 561-472-3506, or by electronic mail at Alisa.A.Zarbo@usace.army.mil.

Sincerely,



Susan R. Kaynor
Chief, Palm Beach Gardens Section

TOWN OF PALM BEACH

Town Council Meeting on: August 11, 2015

Section of Agenda

Regular Agenda - New Business

Agenda Title

Appointments to the Code Enforcement Board

Presenter

Kirk W. Blouin, Director of Public Safety

Supporting Documents

- [Memorandum Dated August 6, 2015 from Kirk W. Blouin, Director of Public Safety](#)
- [CEB Roster](#)
- [2015 Attendance Record](#)
- [2015 Voting Conflict Record](#)
- [Ballot](#)

TOWN OF PALM BEACH

Information for Town Council Meeting on: August 11, 2015

To: Mayor and Town Council
Via: Thomas G. Bradford, Town Manager
From: Kirk W. Blouin, Director of Public Safety
Re: Code Enforcement Board Appointment
Date: August 6, 2015

STAFF RECOMMENDATION

Staff recommends Town Council appoint one (1) regular member to the Code Enforcement Board to fill the seat vacated as a result of the resignation of W. Anthony Dowell from the Code Enforcement Board whose term was to expire April 2017.

GENERAL INFORMATION

There is one (1) vacancy for a regular member on the Code Enforcement Board as a result of the resignation of W. Anthony Dowell from the Code Enforcement Board.

Alternate Member Scotch Peloso has submitted interest in becoming a regular member. Mr. Peloso is eligible for appointment as such in accordance with Part II, Chapter 2, Article IV, Section 2-330 of the Ordinance.

KB/jd



TOWN OF PALM BEACH POLICE DEPARTMENT

DEDICATED TO EXCELLENCE



CODE ENFORCEMENT BOARD ROSTER

Harris S. Fried, Chairman

James M. Ballentine, Jr., Vice Chairman

Madelyn Greenberg, Member

Cynthia Van Buren, Member

Robert G. Donnelley, Member

Matthew Natale, Member

Scotch Peloso, Alternate

Jay N. Nisberg, Alternate

Note: Board currently has one regular member vacancy with a term expiration of April 2017

Town of Palm Beach

Code Enforcement Board

Attendance Record 2015

Member	1/15	2/19	3/19	4/16	5/21	6/18	7/16	8/20	9/17	10/15	11/19	12/17
Harris S. Fried	<i>(Regular Member as of 7/2006)</i>											
	P	P	P	P	P	P	P					
James M. Ballentine, Jr.	<i>(Regular Member as of 8/2009)</i>											
	P	P	P	P	P	P	P					
Larry Ochstein	<i>(Regular Member as of 4/2006 - Term limits reached 3/2015)</i>											
	P	P	P	-	-	-	-	-	-	-	-	-
Madelyn Greenberg	<i>(Regular Member as of 4/2008)</i>											
	P	P	P	P	P	P	P					
Cynthia Van Buren	<i>(Regular Member as of 4/2008)</i>											
	P	P	P	P	P	P	P					
W. Anthony Dowell	<i>(Regular Member as of 8/2012 - resigned 4/2015)</i>											
	P	P	P	P	-	-	-	-	-	-	-	-
Robert G. Donnelley	<i>(Regular Member as of 12/2013)</i>											
	P	P	P	P	P	P	P					
Matthew Natale	<i>(Regular Member as of 4/2015)</i>											
	P	P	P	P	P	P	P					
Scotch Peloso	<i>(Alternate Member as of 8/2009)</i>											
	P	P	P	P	P	P	P					
Jay N. Nisberg	<i>(Alternate Member as of 4/2015)</i>											
	-	-	-	P	P	U	P					

LEGEND: P= Present
 E- Excused
 U= Unexcused Absence
 A= Absence pending classification as excused or unexcused
 X= No meeting date

Code Enforcement Board

Town of Palm Beach

Voting Conflict Record 2015

Member	1/15	2/19	3/19	4/16	5/21	6/18	7/16	8/20	9/17	10/15	11/19	12/17
Harris S. Fried	<i>(Regular Member as of 7/2006)</i>											
	*	*	*	*	*	*	*					
James M. Ballentine, Jr.	<i>(Regular Member as of 8/2009)</i>											
	*	*	*	*	*	*	*					
Larry Ochstein	<i>(Regular Member as of 4/2006 - Term limits reached 3/2015)</i>											
	*	*	*	X	X	X	X	X	X	X	X	X
Madelyn Greenberg	<i>(Regular Member as of 04/2008)</i>											
	*	*	*	*	*	*	*					
Cynthia Van Buren	<i>(Regular Member as of 4/2008)</i>											
	*	*	*	*	*	*	*					
W. Anthony Dowell	<i>(Regular Member as of 8/2012 - resigned 4/2015)</i>											
	*	*	*	*	X	X	X	X	X	X	X	X
Robert G. Donnelley	<i>(Regular Member as of 12/2013)</i>											
	*	*	*	*	*	*	*					
Matthew Natale	<i>(Regular Member as of 4/2015)</i>											
	*	*	*	*	*	*	*					
Scotch Peloso	<i>(Alternate Member as of 8/2009)</i>											
	*	*	*	*	*	*	*					
Jay N. Nisberg	<i>(Alternate Member as of 4/2015)</i>											
	-	-	-	*	*	*	*					

LEGEND: V = One Voting Conflict during a meeting
V2 = Two Voting Conflicts during a meeting
V3 = Three Voting Conflicts during a meeting
VPD = Voting Conflict Previously Declared (This category to be used when a conflict has been declared at a previous meeting, and the changes being reviewed are part of an ongoing renovation project.
ONLY COUNT ORIGINAL DECLARED CONFLICT FOR ONGOING PROJECTS
PER JOHN C. RANDOLPH, TOWN ATTORNEY
X= No longer on Board
* = No conflict

BALLOT FOR APPOINTMENT OF REGULAR MEMBERS(S)
TO THE CODE ENFORCEMENT BOARD
Town Council Meeting on August 11, 2015

Position(s) to be filled:

1 Regular Member

Term to expire April 2017

(Due to the resignation of W. Anthony Dowell)

Please circle only 1 name from any of the list of names appearing below:

Alternate Member Applying for Promotion to Regular Member*

Scotch Peloso

Signature of Town Council Member:_____

** Any currently serving Alternate member who is not elevated to the position of Regular member shall retain his/her current position.*

Ballot August 11, 2015

TOWN OF PALM BEACH

Town Council Meeting on: August 11, 2015

Section of Agenda

Time Extensions

Agenda Title

105 Clarendon Avenue

Construction Completion Window: Time Extension

Presenter

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

Supporting Documents

- [Memorandum dated July 30, 2015 from John S. Page](#)
- [Letter dated July 27, 2015 from Maura Ziska](#)
- [105 Clarendon Time Schedule](#)
- [105 Clarendon Notice Affidavit](#)

TOWN OF PALM BEACH

Information for Town Council Meeting on: August 11, 2015

To: Mayor and Town Council

Via: Thomas G. Bradford, Town Manager

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

Re: 105 Clarendon Avenue
Construction Completion Window: Time Extension

Date: July 30, 2015

STAFF RECOMMENDATION

Staff recommends that the Town Council consider the request of owner Chuck Shumacher/Wildes Builders to extend the permissible construction schedule beyond the Code-required 36 months.

GENERAL INFORMATION

The property owner purchased the landmarked home at 105 Clarendon Avenue in summer 2013. Ambitious plans for restoring the 88 year-old home were presented to the Landmarks Preservation Commission in October of 2013, followed by submittals in February, July, September and November of 2014. Collectively, Certificate of Appropriateness (COA) approvals allowed for extensive restoration and rebuilding, including elements of demolition.

The project became embroiled in controversy when, after commencing construction, a portion of the front façade collapsed (July 2014). Questions swirled around the contractor (no longer working at the site) and whether the collapse was deliberate. The issue was resolved after many months of delay. A structural engineering report, coupled with review from the Building Official, confirmed substantial, widespread building deterioration (some of which was dangerous). Eventually, the Landmarks Preservation Commission approved extensive demolition, requiring the new structure to essentially duplicate the original.

More delays followed, slowing progress to a trickle. New architectural plans were required and a new contractor (Wildes Builders) was employed by the owner. All told, just over a year has lapsed since the collapse/work slowdown. The project is now back on track at “full speed.”

Per records submitted to the Planning, Zoning & Building Department, the project measures 10,525 sq. ft. in size. A revised building permit was issued on December 19, 2014. Per Town Code, structures of such size are given 36 months to complete. Because of lost time, the owner is requesting that the 36 month clock be reset with a beginning date of December 19, 2014.

SPECIAL CONSIDERATIONS

The original building permit authorizing construction work (issued to the original contractor no longer employed by the owner) was issued on 6/27/14. Based upon size, the Building Code allowed for a 36-month construction window. The construction “downtime” caused by the collapse and all required corrective actions that followed most definitely affects the ability to achieve timely compliance. Reactivating the clock to commence on 12/19/14, with a 36 month completion deadline of 12/19/17 is a viable solution to the collective time delays that have transpired (thus preventing the present contractor from performing at unreasonable speed).

The attached construction schedule, provided by the applicant, indicates that completion may occur by July31, 2017 (nearly five months ahead of the requested 12/19/17 deadline). That schedule, however, does not appear to include storms, delivery delays, etc. All properties within 200 ft. of the project site have been notified of the pending time extension/August 11 Town Council meeting.

Town Code (Chapter 18, Buildings and Building Regulations) allows the Council to extend construction timeframes. Normally, time extension requests cannot be submitted more than six months prior to established construction deadlines. The unprecedented history of this particular project, however, is an unusual situation deserving of a solution at present time.

Attachments

cc: Maura Ziska, Attorney for Owner
Wildes Builders, Contractor
Bill Bucklew, Building Official

KOCHMAN & ZISKA PLC

Ronald S. Kochman*

Maura A. Ziska

Marvin S. Rosen, Counsel*

*Also admitted in New York

VIA E-MAIL
*Also admitted in Michigan

Esperanté

222 Lakeview Avenue, Suite 1500
West Palm Beach, Florida 33401

Telephone: (561) 802-8960

Facsimile: (561) 802-8995

July 27, 2015

Mr. John Page, Director
Planning, Zoning and Building Department
Town of Palm Beach
360 S County Road
Palm Beach, FL 33480

RE: 105 Clarendon Avenue – Extension for Construction Time Frame

Dear J.P.,

In regards to the above noted matter, here is a comprehensive explanation and reasoning for requesting an extension on the construction time frame for this project.

- The initial collapse of the south wall precipitated the need for additional structural and architectural plans to obtain permits for reconstruction of foundations, walls, second floor framing and roof framing. The necessary structural, architectural and mechanical/electrical design time added some three months to the total project. When the second collapse (center portion of the east wall) occurred, the town stopped work on the project. After three months of presentations to the LPC and to the Town Council, the owner was allowed to demolish a majority of the main structure. This created the need for preparation of additional structural, architectural and mechanical/electrical plans, adding another four to five months to the process.
- The project has had numerous trips to the landmark Preservation Commission for changes. The original LPC approvals were issued in December 2013 under COA-047-2013. The project went back to LPC in February 2014 under COA-003-2014 for approval to reconstruct the rook and the 2-story garage wing. In July 2014, LPC granted additional square footage above the garage and replacing structural portions of the house damages/lost during the collapse under COA-026-2014. At the September 2014 LPC meeting, the commission voted to approve requests and issued an amended COA-026-2014 and requested the architect meet with Paul Castro to determine what variances might be required to construct the home since more than 50% of the structure had been demolished. The project went to the October LPC meeting where it was explained that we were in the process of preparing a developmental review application for a side yard setback, street yard setback and building height variances. At this meeting, the commission voted to reconsider COA-026-2014. At the November 2014 LPC meeting, Landmarks voted in favor of recommending the implementation of the requested variances to Town Council (Town Council voted unanimously to approval all variances and to allow demolition beyond the

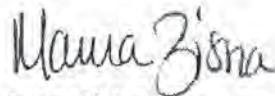
December 1 deadline. Final approval of COA-026-2014 was granted at the December 2014 LPC meeting.

- In December 2014, a new contractor, Wildes Builders, was brought on board for the project.
- The permit was issued to Wildes Builders on December 19, 2014.
- One can see that between work stoppages by the town, additional presentations to the LPC, obtaining variances for building height and setbacks, and multiple reworking of building plans, approximately 12 months delay has occurred.
- Based on the Original plans submitted, the project is 10,525 square feet.
- Based upon size of 10,525 sq. ft., the Code provides 36 months to complete.
- I have also included notes from the architect of record, Harold Smith, on the subject property (Exhibit "A"). The notes were used at the December 2014 LPC meeting to provide a comprehensive overview and timeline of the project to the Landmarks Preservation Commission.

The current construction schedule provided by Wildes Builders calls for final inspections to be completed on July 31, 2017. To allow for any delays caused by unforeseen issues or acts of Mother Nature, we request a total of 36 months from the date the permit was issued to Wildes Builders, or through December 18, 2017 as allowed by Town Ordinance 18-242, Section 105.4.1.6.

Please contact me with any questions.

Very truly yours,



Maura Ziska

/ch
Enclosure
00029019

105 Clarendon Avenue

December 17, 2014

This project first came to the Landmarks Preservation Commission in October 2013 under COA 047-2013. The house is a 1926 Marion Syms Wyeth Palladian style single family home. At that point in time, we were granted approvals to remove and replace all windows, exterior as well as interior doors. Approvals were granted for the removal of all interior finished with the exception of the living and dining room ceilings; the removal and replacement of all bath and kitchen cabinetry, plumbing fixtures and appliances. This Commission also approved the demolition and replication of the west loggia, the removal of a 1970's second floor addition atop that same loggia, the construction of a two-story addition with basement, and the replacement of any cast stone materials deemed necessary.

This is how the overall site plan existed in October 2013.

The following slide indicates the areas of improvements proposed at that time. Note the east loggia that was eventually eliminated from our proposal.

Floor Plans.

The south elevation shows the two-story family room / exercise room addition.

The east elevation depicts the proposed loggia addition and second floor master bedroom windows.

The north elevation shows no elevation changes save the loggia which was later eliminated.

Our west elevation drawing depicts the removed second floor additions and the replicated west loggia.

A full landscape plan was presented and approved at the October 2013 meeting as well.

Interior demolition plans were filed in November, 2013, and interior finishes were removed in December 2013. Subsequent inspections of exposed structural conditions led to our filing plans for removal and replacement of the entire roof structure over the main body of the house, and the demolition and reconstruction of the garage wing at a higher elevation. The area of work is shown on this site plan in red. Those approvals were granted under COA 003-2014 in February 2014.

At that same meeting we were granted approvals to add two windows in the second floor master bedroom on the east wall of the house.

The following two and one half months were spent completing plans and awaiting the issuance of building permits. The building permit was issued on May 8.

As construction commenced, the owner and his interior designer approached me with the idea of adding some bedroom space above the garage, interior changes in the laundry wing, and replacement of double hung windows in the guest wing to casements. At the same time, the contractor brought to our attention the undersized and cracked foundations along the west wall of the main block of the home. An application under COA 026-2014 was submitted in mid-June, and was heard at your July LPC meeting. After the submittal of the application, but prior to the July meeting, the contractor reported a collapse of the southwest section of the main block of the home, damaging the main stair, the unreinforced brick

elevator shaft and chimneys, and a good portion of the second floor wood framing joists, all of which were removed. At the July meeting, we were granted approvals to construct a raised seating platform in the basement, to replace the formerly existing exterior wall with a new structural interior wall, to reconstruct the elevator shaft, to reconstruct the main stair, to replace the fireplaces and chimneys, to add a bar and a folding mahogany framed window system at the south end of the west loggia, and to modify the kitchen layout at the first floor. At the second floor we modified his bath and added a second floor laundry room, shifting the hallway to center on the elevator door and stair opening. We were also granted permission to add a 9'-8" northward extension of the westernmost guest suite, reducing the amount of rooftop terrace above the garage by approximately 50%. I believe the floor plan and elevations labeled option A were part of that approval.

At that same July meeting we presented supplemental colored floor plans indicating the walls that had been demolished to that point (red), and walls that needed to be removed due to structural inadequacies. The removal of those walls was included in that approval. These are the photos included in that presentation showing the condition of the remaining structure at that time.

On August 12 I visited the jobsite and took the following photos. At that time the contractor and I discussed his preparation for cutting the two window openings in the second floor master bedroom. I instructed him to save the decorative stone panels above the openings, and let him know that the structural engineer and I were still working on details to handle the east balcony loads.

On September 3, I received a request from Mr. John Lindgren to attend a meeting with himself, Mr. Bill Bucklew, and Mr. John Page. At that meeting I was informed that the center portion of the east wall had been removed without necessary approvals. Upon contacting Mr. Rossi, it was explained to me that while attempting to cut the openings for the master bedroom windows the surrounding unreinforced hollow clay tile began to crumble and fall. I was told that his immediate decision was to remove the wall for life safety reasons.

Following a meeting at the jobsite on September 5 with Mr. Cooley, Mr. Page, Mr. Bucklew, Mr. Lindgren, Mr. Gargiulo (structural engineer of record) and me, instructions were given to the contractor to shore and brace the remaining walls. This information was shared with you at the regular September meeting of the Landmarks Preservation Commission. At that meeting, Mr. Gargiulo testified that the balance of the hollow tile walls, their foundations and remaining wood framing should be demolished due to their deteriorated condition. The commission voted to approve the request and issued an amended COA 026-2014, but asked me to meet with Mr. Paul Castro to determine what variances might be required to reconstruct the home, since more than 50% of the structure had been demolished.

At the October LPC meeting we reported that we were in the process of preparing a development review application for side yard setback, street yard setback and building height variances. At that same meeting this commission voted to reconsider COA 026-2014.

At last month's meeting, after being entertained by the Rossi videos, the Landmarks voted in favor of recommending the implementation of the requested variances to Town Council. As Maura has reported the Town Council voted unanimously to approve all of the variance requests, and also voted to allow demolition to progress beyond the December 1 deadline.

Last month Mr. Cooley requested that we come before you today with a full presentation, indicating in plan walls that have been removed, and walls that are planned to be removed, and walls that will remain.

The first several pages of your mini-sets indicate the progression of demolition as presented to this commission at various stages during the approval process.

Schumacher Schedule

ID	①	Task Mode	Task Name	Duration	Start	Finish
1	★		Permit			
2	★		Shell	110 days	Wed 7/15/15	Tue 12/15/15
3	★		Pool/ Spa Shell	11 days	Mon 11/30/15	Mon 12/14/15
4	★		Roofing	175 days	Mon 11/16/15	Fri 7/15/16
5	★		Waterproofing	50 days	Mon 11/30/15	Fri 2/5/16
6	★		Window and Door Installation	29 days	Tue 12/15/15	Fri 1/22/16
7	★		Framing	66 days	Tue 12/15/15	Tue 3/15/16
8	★		Plumbing/ Gas (Rough)	76 days	Tue 1/5/16	Tue 4/19/16
9	★		HVAC(Rough)	135 days	Tue 1/5/16	Mon 7/11/16
10	★		Roof Insulation	15 days	Mon 1/11/16	Fri 1/29/16
11	★		Electrical (Rough)	126 days	Mon 1/18/16	Mon 7/11/16
12	★		Fire Sprinkler System	56 days	Mon 3/21/16	Mon 6/6/16
13	★		Home Automation (Rough)	31 days	Mon 4/25/16	Mon 6/6/16
14	★		Audio Visual/ Low Voltage (Ro	31 days	Mon 4/25/16	Mon 6/6/16
15	★		Security System (Rough)	16 days	Mon 5/16/16	Mon 6/6/16
16	★		Elevator (Rough)	11 days	Mon 5/23/16	Mon 6/6/16
17	★		Waterproof Exterior Walls	21 days	Mon 5/16/16	Mon 6/13/16
18	★		Stucco	61 days	Tue 6/14/16	Tue 9/6/16
19	★		Exterior Painting	41 days	Tue 9/20/16	Tue 11/15/16
20	★		Exterior Trim Installation	16 days	Wed 10/12/16	Wed 11/2/16
21	★		Décor/ Precast	132 days	Wed 6/1/16	Thu 12/1/16
22	★		Gutters/ Downspouts	3 days	Mon 11/21/16	Wed 11/23/16
23	★		Wall Insulation	20 days	Mon 6/6/16	Fri 7/1/16
24	★		Acoustic Work	12 days	Mon 6/20/16	Tue 7/5/16
25	★		Drywall	100 days	Mon 6/13/16	Fri 10/28/16
26	★		Interior Priming	16 days	Mon 9/26/16	Mon 10/17/16
27	★		Sub Flooring	11 days	Tue 10/18/16	Tue 11/1/16
28	★		Décor Plaster	25 days	Mon 10/31/16	Fri 12/2/16
29	★		Interior Doors & Trim Installat	61 days	Tue 10/18/16	Tue 1/10/17
30	★		Elevator (Final)	11 days	Tue 10/18/16	Tue 11/1/16
31	★		Paint Interior Trim	130 days	Tue 11/1/16	Mon 5/1/17
32	★		Bath Tile/ Countertops	101 days	Tue 10/18/16	Tue 3/7/17
33	★		Marble Flooring	109 days	Tue 10/18/16	Fri 3/17/17
34	★		Wood Floor Install	26 days	Wed 4/12/17	Wed 5/17/17
35	★		Stair Railing	41 days	Mon 12/19/16	Mon 2/13/17
36	★		Cabinets	31 days	Mon 1/16/17	Mon 2/27/17
37	★		Counter Tops	21 days	Tue 2/28/17	Tue 3/28/17
38	★		Interior Hardware	11 days	Mon 3/13/17	Mon 3/27/17
39	★		Appliances (First Package)	6 days	Wed 3/29/17	Wed 4/5/17
40	★		Plumbing/ Gas (Final)	31 days	Thu 4/6/17	Thu 5/18/17
41	★		HVAC (Final)	41 days	Thu 4/6/17	Thu 6/1/17
42	★		Electrical (Final)	51 days	Thu 4/6/17	Thu 6/15/17
43	★		Fire Sprinkler Heads (Final)	16 days	Thu 5/25/17	Thu 6/15/17

Schumacher Schedule

ID	i	Task Mode	Task Name	Duration	Start	Finish
44	★		Home Automation (Final)	11 days	Thu 6/1/17	Thu 6/15/17
45	★		Audio Visual/ Low Voltage (Fin	11 days	Thu 6/1/17	Thu 6/15/17
46	★		Security System (Final)	11 days	Thu 6/1/17	Thu 6/15/17
47	★		Appliances (Second Delivery P.	4 days	Mon 6/12/17	Thu 6/15/17
48	★		Mirrors/ Shower Enclosures	34 days	Mon 5/1/17	Thu 6/15/17
49	★		Wood Floor Finishing	31 days	Thu 6/1/17	Thu 7/13/17
50	★		Final Cleaning	11 days	Fri 7/14/17	Fri 7/28/17
51	★		Site Grading	31 days	Wed 1/4/17	Wed 2/15/17
52	★		Concrete Flat Work	16 days	Wed 1/18/17	Wed 2/8/17
53	★		Site Walls	21 days	Thu 2/9/17	Thu 3/9/17
54	★		Cast Stone Patio Decks	87 days	Thu 2/9/17	Fri 6/9/17
55	★		Curb & Street Work	6 days	Thu 4/13/17	Thu 4/20/17
56	★		Paver/ Driveways	26 days	Fri 4/21/17	Fri 5/26/17
57	★		Driveway Gates	6 days	Mon 5/29/17	Mon 6/5/17
58	★		Gate Operators	6 days	Tue 6/6/17	Tue 6/13/17
59	★		Pool/ Spa/ Fountains	31 days	Mon 5/22/17	Mon 7/3/17
60	★		Site Drainage (Final)	6 days	Wed 5/10/17	Wed 5/17/17
61	★		Irrigation	41 days	Fri 5/19/17	Fri 7/14/17
62	★		Landscaping/ Sod	41 days	Fri 5/19/17	Fri 7/14/17
63	★		Final Inspections	11 days	Mon 7/17/17	Mon 7/31/17

NOTICE AFFIDAVIT

**STATE OF FLORIDA
COUNTY OF PALM BEACH**

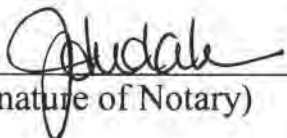
**BEFORE ME THIS DAY PERSONALLY APPEARED Maura Ziska
WHO BEING DULY SWORN, DISPOSES AND SAYS THAT:**

1. He/she is the owner, or the owner's authorized agent, of the real property legally described in the request for Town Ordinance 18-242, Section 105.4.1.6, Agreed Maximum Time Schedule for Completion of Construction.
2. All properties within two hundred (200) feet of the real property described as 105 Clarendon Avenue have been notified using Property Appraiser labels at least 25 days prior to the Town Council Meeting of August 11, 2015.
3. A copy of the Notification Letter is attached.

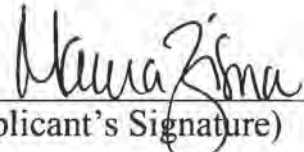
Sworn to and subscribed before me this 16th day of July, 2015.

By Maura Ziska who is personally known to me or who has produced

 as identification and who did (did not) take an oath.


(Signature of Notary)

J. Hudak
(Printed Name of Notary)


(Applicant's Signature)

Maura Ziska
(Printed Name of Applicant)



KOCHMAN & ZISKA PLC

Ronald S. Kochman*

Maura A. Ziska

Marvin S. Rosen, *Counsel**

*Also admitted in New York

*Also admitted in Michigan

Esperanté

222 Lakeview Avenue, Suite 1500
West Palm Beach, Florida 33401

Telephone: (561) 802-8960

Facsimile: (561) 802-8995

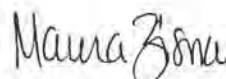
July 16, 2015

To Whom It May Concern:

A waiver of Town Ordinance 18-242, Section 105.4.1.6, agreed maximum time schedule for completion of construction, is being requested by 105 Clarendon Avenue, Palm Beach, Florida allowing extra time to complete construction.

This matter will be presented to the Palm Beach Town Council at the regularly scheduled meeting on August 11, 2015. Any concerns regarding this matter should be expressed at this meeting and/or submitted to the Town's Planning, Zoning & Building Department in advance of the Town Council meeting.

Respectfully,



Maura Ziska

/maz

00028851.DOC

TOWN OF PALM BEACH

Town Council Meeting on: August 11, 2015

Section of Agenda

Development Review - Old Business

Agenda Title

SITE PLAN REVIEW #13-2014 WITH SPECIAL EXCEPTIONS AND VARIANCE (MODIFIED) 221 & 231 ROYAL POINCIANA WAY, SUNSET AVENUE, 214 & 216 SUNSET AVENUE.

Project approved May 13, 2015 and June 10, 2015 with condition of approval to enter into a Construction Management Agreement. Construction Management Agreement deferred from the June 10, 2015 Town Council Meeting. Staff recommends deferral to the August 11, 2015 Town Council Meeting. [Attorney: Francis X. J. Lynch]

Deferred from the June 10, 2015 and July 15, 2015 Town Council Meetings

Request for Deferral to the October 14, 2015, Town Council Meeting Per Letter Dated July 31, 2015, from Francis X.J. Lynch.

Presenter

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

Supporting Documents

- [Letter Dated July 31, 2015, from Francis X.J. Lynch](#)

The Law Offices of
BRETON, LYNCH, EUBANKS & SUAREZ-MURIAS, P.A.

Peter L. Breton
Francis X. J. Lynch
John R. Eubanks, Jr.
Marta M. Suarez-Murias
Robert J. Sniffen – Of Counsel

www.blesmlaw.com
Sender's Direct Line: (561) 721-4004
E-Mail: flynnch@blesmlaw.com

605 North Olive Avenue, 2nd Floor
West Palm Beach, FL 33401
Phone: (561) 721-4000
Facsimile: (561) 721-4001

July 31, 2015

VIA E-MAIL

Mr. Paul Castro
Town of Palm Beach
360 South County Road
Palm Beach, Florida 33480

Re: T3 Family Investments LLC
Site Plan Review 13-2014 w/Special Exceptions and Variances

Dear Paul:

With regard to the above, we ask that a discussion of the Construction Management Agreement be deferred from the August 11, 2015 town council meeting to the October 14, 2015 meeting.

The basis for the request is as follows:

1. I will be out of the country,
- and 2. internally, the application is refining its construction timeline with its consultants in light of the burden of significant penalties and fines should we fail to meet that timeline.

Thank you for your consideration of this matter.

Sincerely,



FRANCIS X. J. LYNCH

FXJL/kh

TOWN OF PALM BEACH

Town Council Meeting on: August 11, 2015

Section of Agenda

Development Review - New Business

Agenda Title

SPECIAL EXCEPTION #21-2015 WITH SITE PLAN REVIEW The application of 318 Caribbean Road Holdings, LLC; relative to property commonly known as **318 Caribbean Rd.**, described as lengthy legal description on file; located in the R-A Zoning District. The Applicant is requesting a Special Exception with Site Plan Review to construct a two story 8,660 sq. ft. single-family dwelling, a 1,498 sq. ft. two-story guest house, and a 746 sq. ft. gate house on an existing vacant non-conforming lot. The lot consists of portions of three platted lots. [Attorney: John T. Metzger, Esq.]

Presenter

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

Supporting Documents

- [Letter Dated August 4, 2015, from Maura Ziska](#)

KOCHMAN & ZISKA PLC

Ronald S. Kochman*

Maura A. Ziska

Marvin S. Rosen, *Counsel**

*Also admitted in New York

*Also admitted in Michigan

Esperanté

222 Lakeview Avenue, Suite 1500
West Palm Beach, Florida 33401

Telephone: (561) 802-8960

Facsimile: (561) 802-8995

August 4, 2015

Mayor Gail Coniglio and Members of the Town Council AND
Members of the Architectural Review Commission
Town of Palm Beach
360 South County Road
Palm Beach, FL 33480

RE: Special Exception # 21-2015 with Site Plan Review
B 76-2015
318 Caribbean Road, Palm Beach, Florida

Dear Mayor Coniglio and Members of the Town Council and Architectural Review Commission:

I represent Stephen and Muffie Murray who reside at 302 Caribbean Road. Their property is adjacent to the east of the proposed project. Mr. and Mrs. Murray have met with the new owners of 318 Caribbean Road and have reviewed the plans for their new home. They are in FULL SUPPORT of their project and hope you will approve their plans. The Murrays feel the proposed residence will be a welcome addition to the neighborhood. I hope you agree and will approve the proposed project and any zoning relief they may need.

Thank you for your consideration.

Sincerely,



Maura Ziska, Esquire

cc: Paul Castro
John Lindgren

TOWN OF PALM BEACH

Town Council Meeting on: August 11, 2015

Section of Agenda

Development Review - New Business

Agenda Title

VARIANCE #21-2015 The application of Neil and Ann Corkery; relative to property commonly known as **120 Chilean Ave.**, described as lengthy legal description on file; located in the R-B Zoning District. The Applicant is requesting a Variance to construct a 10 ft. x 15 ft. swimming pool on the east side of the residence that would have a 8.25 ft. east side yard setback in lieu of the 10 ft. minimum setback required. [Attorney: Maura Ziska, Esq.]

Presenter

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

Supporting Documents

- [Letter from Dr. Jay Greenberg](#)



Children's National Medical Center

111 Michigan Avenue, N.W.
Washington, DC 20010-2970

CENTER FOR CANCER AND BLOOD DISORDERS

Offices: (202) 476-2800
Apts: (202) 476-2140
Fax: (202) 476-5685
After-hours Emergency
(202) 476-5000

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Gerard R. Martin, MD, FAAP, FACC,
FAHA

Director
Edward Liao, MS, MPH, MBA

Division of Allergy and Immunology
Stephen J. Teach, MD, MPH, Chief

Division of Blood and Marrow
Transplantation
David A. Jacobsohn, MD, ScM, Chief

Division of Laboratory Medicine
Joseph Campos, PhD, D(ABMM),
F(AAM), Interim Chief

Divisions of Hematology and Oncology
Jeffrey S. Dome, MD, PhD, Chief

Division of Pharmacology
John van Den Anker, MD, PhD, Chief

Division of Pathology
D. Ashley Hill, MD, Chief

Division of Rheumatology
Lawrence Jung, MD, Chief

Patient and Family Support
Robin Stone, MSW, I SCW

Regional Outpatient Centers

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Laurel Lakes
(301) 369-4100
Montgomery County
(301) 424-1755
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(301) 868-5777

Center for Cancer and Blood Disorders
of Northern Virginia
(703) 531-DOCS (3627)

Memberships

Children's Oncology Group
Pediatric Brain Tumor Consortium
Pediatric Blood & Marrow Consortium
Therapeutic Advances in Childhood
Leukemia and Lymphoma Consortium

TO WHOM IT MAY CONCERN

SUBJECT: Conor and Kevin Corkery

120 Chilean Ave.

Palm Beach, FL 33480

Conor and Kevin Corkery have been under my care since they were born. They suffer from severe hemophilia.

I have prescribed swimming as the most important exercise they can do. Anything that can be done to help them have access to a swimming pool would be very helpful to their medical condition.

Dr. Jay Greenberg

MD

TOWN OF PALM BEACH

Town Council Meeting on: August 11, 2015

Section of Agenda

Development Review - Other

Agenda Title

Sixt Rent A Car, 340 Royal Poinciana Way, Suite 324, Town-Serving
Confirmation, Special Exception No. 19-2013

Deferred from the July 15, 2015, Town Council Meeting

Presenter

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

Supporting Documents

- [Memorandum dated July 31, 2015 from John S. Page](#)
- [Letter dated November 20, 2013 from Paul Castro](#)
- [Letter dated June 30, 2015 from Joseph M. Maus](#)

TOWN OF PALM BEACH

Information for Town Council Meeting on: August 11, 2015

To: Mayor and Town Council

Via: Thomas G. Bradford, Town Manager

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

Re: Sixt Rent A Car, 340 Royal Poinciana Way, Suite 324, Town-Serving Confirmation,
Special Exception No. 19-2013

Date: July 31, 2015

STAFF RECOMMENDATION

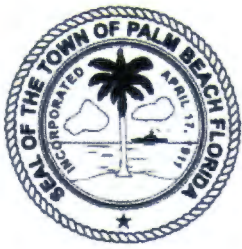
Staff recommends that the Town Council consider and make a determination on Sixt Rent A Car Town-serving documentation.

GENERAL INFORMATION

On August 10, 2013, the Town Council conditionally approved the subject zoning application allowing Sixt Rent A Car to open an office in Royal Poinciana Plaza. One of the conditions of approval is that after six months of operation (business opened in January 2015) the applicant return to the Town Council to demonstrate Town-serving (see attached letter from Paul Castro, dated November 20, 2013) operations.

The applicant has provided the Town with Town-serving information (see attachment). Staff recommends that the Council consider the information and determine whether the business is Town-serving. If you have any questions about this issue please contact Paul Castro, Zoning Administrator at 227-6406.

cc: Jay Boodheshwar, Deputy Town Manager
Paul Castro, Zoning Administrator
Susan A. Owens, Town Clerk
zf & pf



TOWN OF PALM BEACH

Planning, Zoning & Building Department

November 20, 2013

Mr. Joseph Maus
901 East Atlantic Boulevard
Unit 324
Pompano Beach, FL 33060

Subject: Special Exception #19-2013, 340 Royal Poinciana Way, Suite 324, Sixt Rental Car

Dear Mr. Maus:

On November 19, 2013, I sent you the approval letter for the subject business. Please be advised that condition number 2 below has been modified to correctly address the condition of approval related to the rental vehicles. The correct conditions of approval are as follows:

1. The hours of operation shall be from 9:00 a.m. to 5:00 p.m.
2. The business shall not be allowed to have any rental vehicles on the subject property, other than employee cars. Delivery, pickup or return of any vehicles by the applicant or customer to this location is strictly prohibited.
3. The business owner shall come back to the Town Council six months after the business opens and demonstrate that the operation is Town-serving.
4. There shall be a fee of \$2,000 for every violation of any condition in the proposed Declaration of Use Agreement.

The approval is identified on sheet drawings A-1 and A-2 prepared by Glidden Spina & Partners, stamp dated September 20, 2013, and made a part of the approval of this application. You and/or your client's presence is required to be at the December 11, 2013 Town Council meeting to address the proposed Agreement.

The Town Council conditional approval of this application for special exception constitutes only zoning approval and does not relieve the owner and/or applicant from obtaining additional Town approvals as may be required, such as Landmarks Preservation Commission approval and necessary construction permits.

The work authorized under this approval must be commenced within one year from the date of approval or said approval will expire. If you have any questions, please contact me at 227-6406.

Sincerely,



Paul Castro, AICP
Zoning Administrator

cc: John S. Page, Director, Planning, Zoning & Building
Bill Bucklew, Acting Building Official
John Lindgren, Planning Administrator
zf & pf



MAUS LAW FIRM

205 West Davie Boulevard
Fort Lauderdale, FL 33315
jmaus@mauslawfirm.com

Telephone (954) 784-6310
Facsimile (954) 784-6313

June 30, 2015

Paul Castro
Zoning Administrator
Town of Palm Beach
360 South County Road
Palm Beach, FL 33480

**Re: Sixt Rent A Car, LLC Declaration of Use
Town-serving car rentals from January 19, 2015
through the present**

Dear Mr. Castro,

As you are aware, the Declaration of Use executed January 3, 2014 between Sixt Rent A Car, LLC ("Sixt") and the Town of Palm Beach required Sixt to provide the Town of Palm Beach evidence demonstrating that Sixt's business meets the Town-serving requirements as defined in Chapter 134, Zoning, in the Town's Code of Ordinances. Sixt opened for business on January 19, 2015.

Please find attached a reservations log for all car rentals for Sixt Rent A Car at its Town of Palm Beach location from January 19, 2015 through the present. You will note that Sixt has received 85 car rental reservations since opening. The reservations log contains the city, state and zip code provided by the rental customer at the time of the 85 reservations.

Of the 85 reservations, 73% (62/85) are town-serving. This percentage is determined by removing all reservations for which a local, Palm Beach County address was provided by the customer. The local reservations that have been removed have addresses in Lake Worth, West Palm Beach, North Palm Beach, Boynton Beach, Lantana, Palm Beach Gardens, Wellington, Lake Park, and Royal Palm Beach. Of the remaining 62 reservations, the customer provided

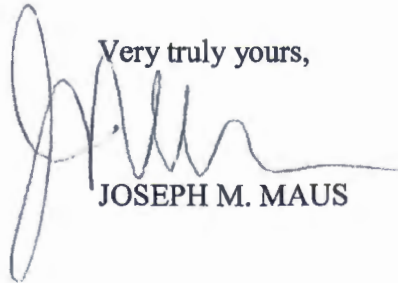
either a Town of Palm Beach address or an out of state address. These reservations qualify as town-serving pursuant to §134-229 of the Town of Palm Beach Municipal Code as they indicate a person residing in the Town of Palm Beach, or visiting from out of state and staying in Palm Beach.

Sixt does not record the name of the hotel at which its customers are staying, although it can do so in the future if necessary. Please note that Sixt operates two West Palm Beach car rental locations – one in downtown West Palm Beach, and one at Palm Beach International Airport. Customers visiting from out of town that are not staying in the Town of Palm Beach would likely rent a car from Sixt at one of these West Palm Beach locations rather than travelling to the Town of Palm Beach to obtain a rental car, then returning to another municipality for their stay.

We are also attaching correspondence from Ernst & Young accounting firm certifying the reservations information provided is accurate.

Please let me know if you have any further questions concerning this issue. As always, thank you for your assistance.

Very truly yours,

A handwritten signature in dark ink, appearing to read 'J. Maus', with a long horizontal flourish extending to the right.

JOSEPH M. MAUS



Ernst & Young LLP
Suite 500
5100 Town Center Circle
Boca Raton, FL 33486

Tel: +1 561 955 8000
Fax: +1 561 955 8000
ey.com

June 30, 2015

Paul Castro
Zoning Administrator
Town of Palm Beach
360 South County Road
Palm Beach, FL 33480

Re: Review of Palm Beach Island Rental Contracts for Sixt Rent A Car, LLC
Location Address: 340 Royal Poinciana Way, Palm Beach, FL 33480-4048
Period: January 1, 2015 through June 28, 2015

Dear Mr. Castro:

This letter is to confirm the results of our review of the sales data (i.e., rental contracts) for the Sixt Rent A Car, LLC location and period listed above to certify that 73% (62/85) of the customers were either: 1) residents of the Town of Palm Beach or 2) visitors staying at accommodations in establishments located within the town. This review was based upon each customer's address on the rental contract and the following assumptions were made with respect to that information:

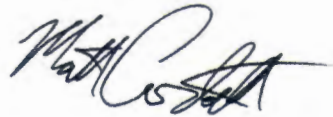
- 1) Customers providing an address within the town were treated as either residents or visitors staying at accommodations in establishments located within the town;
- 2) Customers providing an address located within Palm Beach County but outside the town were regarded as neither residents nor visitors staying at accommodations in establishments located within the town; and
- 3) Customers providing an address outside of Palm Beach County were regarded as being visitors staying at accommodations in establishments located within the town.

In particular, we reviewed redacted rental contract detail, as supplied by Sixt Rent A Car, LLC, for the location and period listed above. The supplied rental contract detail reviewed contained all rental contracts (i.e., sales) for the location and period listed above. The detail included data points such as rental contract number, rental date, and customer's address.

Based on our review of the data supplied, we certify that 73% (62/85) of the customers for the location and period listed above were either residents or visitors staying at accommodations in establishments located within the town.

If I may be of further assistance, please do not hesitate to contact me at (813) 204-6214.

Very truly yours,



Matthew Crocket
Ernst & Young LLP

Column1	RA #	rate	UCI	UDA	RCI	rental ar	address t	town	state	Zip	country	evaluation
1	1824030074	USP12FL1	40512	24-FEB-15	4599	value	DR	PALM BEACH	Florida	33480	USA	inside
2	1824030079	USP13FL1	40512	05-MAY-15	4599	value	DR	PALM BEACH	FL	33480-3615	USA	inside
3	1824030082	USUX4FL1	40512	02-JUN-15	40512	value	DR	PALM BEACH	FL	33480-3946	USA	inside
4	1824030086	USSXFLL1	40512	20-MAY-15	40512	value	DR	PALM BEACH GARDENS	FL	33410-5916	USA	inside
5	1824045046	USP11FL1	40512	12-MAR-15	40512	value	DR	PALM BEACH	Florida	33480	USA	inside
6	1824048164	USSXFLL1	40512	13-MAY-15	40512	value	DR	BOCA RATON	FL	33434-5332	USA	inside
7	1824048168	USUX9FL1	40512	16-MAY-15	40512	value	DR	PALM BEACH	FL	33480-6710	USA	inside
8	9324198997	USUX1FL1	40512	25-JUN-15	40512	value	DR	LANTANA	FL	33462-4138	USA	inside
9	9324134732	USW7UFL1	40512	24-JUN-15	40512	value	DR	BOYNTON BEACH	FL	33435-2922	USA	inside
10	9318485443	USP14FL1	40512	02-FEB-15	40512	value	DR	WELLINGTON	FL	33414	USA	inside
11	9324107972	US24XFL1	40512	24-JUN-15	40512	value	DR	PALM BEACH	FL	33480-3804	USA	inside
12	9318511910	US18XFL1	40512	03-FEB-15	40512	value	DR	WEST PALM BEACH	FL	33418-8669	USA	inside
13	9318513330	USP13FL1	40512	03-FEB-15	40512	value	DR	PALM BEACH	FL	33480	USA	inside
14	9318559699	USPP2FL1	40512	04-FEB-15	4599	value	DR	PALM BEACH	FL	33480	USA	inside
15	9323577118	US23XFL1	40512	12-JUN-15	40512	value	DR	PALM BEACH	FL	33480-3804	USA	inside
16	9318805784	USP14FL1	40512	11-FEB-15	40512	value	DR	PALM BEACH	Florida	33480	USA	inside
17	9323369835	US080FL1	40512	06-JUN-15	40512	value	DR	LAKE WORTH	FL	33461-2318	USA	inside
18	9318927906	US63XFL1	40512	14-FEB-15	4599	value	DR	PALM BEACH	CT	33480	USA	inside
19	9323317369	US026FL1	40512	05-JUN-15	40512	value	DR	WEST PALM BEACH	FL	33405-3006	USA	inside
20	9323249796	USPP9FL1	40512	03-JUN-15	40512	value	DR	PALM BEACH	FL	33480-3613	USA	inside
21	9323087941	US6PUFL1	40512	30-MAY-15	4599	value	DR	PALM BEACH	FL	33480	USA	inside
22	9319245552	USP14FL1	40512	23-FEB-15	2600	value	DR	PALM BEACH	FL	33480-5434	USA	inside
23	9319415134	USW2RFL1	40512	27-FEB-15	40512	value	DR	PALM BEACH	FL	33480	USA	inside
24	9322676400	US20XFL1	40512	21-MAY-15	4599	value	DR	PALM BEACH	FL	33480-3804	USA	inside
25	9322577923	USPE9FL1	40512	18-MAY-15	40512	value	DR	PALM BEACH	FL	33480-4212	USA	inside
26	9322346460	US18XFL1	40512	13-MAY-15	40512	value	DR	PALM BEACH	FL	33480-3804	USA	inside
27	9322058447	US17XFL1	40512	05-MAY-15	40512	value	DR	WEST PALM BEACH	FL	33406-8633	USA	inside
28	9322011114	US23XFL1	40512	05-MAY-15	40512	value	DR	PALM BEACH	FL	33480-3804	USA	inside
29	9319594479	USP14FL1	40512	04-MAR-15	2600	value	DR	WELLINGTON	FL	33414-3507	USA	inside
30	9319619846	USP11FL1	40512	05-MAR-15	4599	value	DR	PALM BEACH	Florida	33480	USA	inside
31	9319682897	USP14FL1	40512	06-MAR-15	2600	value	DR	WEST PALM BEACH	FL	33415	USA	inside
32	9321646286	USUX7FL1	40512	25-APR-15	4599	value	DR	PALM BEACH	FL	33480-3226	USA	inside
33	9321234000	US23XFL1	40512	15-APR-15	40512	value	DR	NORTH PALM BEACH	FL	33408-4018	USA	inside

34	9321231895	USVMJFL1	40512	15-APR-15	40139	value	DR	NORTH PALM BEACH	FL	USA	inside
35	9319892777	US3PUFL1	40512	12-MAR-15	40512	value	DR	PALM BEACH	FL	33480-3763	USA inside
36	9319901958	USUX6FL1	40512	12-MAR-15	40512	value	DR	WEST PALM BEACH		33409	USA inside
37	9319934111	USUX2FL1	40512	13-MAR-15	2600	value	DR	BOYTON BEACH		33436	USA inside
38	9321032106	USUX3FL1	40512	10-APR-15	2600	value	DR	WEST PALM BEACH	FL	33411	USA inside
39	9320868983	USUX7FL1	40512	06-APR-15	2600	value	DR	PALM BEACH		33480	USA inside
40	9320820746	US11XFL1	40512	04-APR-15	40512	value	DR	WEST PALM BEACH		33480	USA inside
41	9319975948	USUX9FL1	40512	14-MAR-15	40512	value	DR	LAKE PARK		33403	USA inside
42	9319979639	USUX8FL1	40512	14-MAR-15	40512	value	DR	LAKE PARK		33403	USA inside
43	9320751313	USUX6FL1	40512	02-APR-15	40512	value	DR	PALM BEACH	Florida	33480	USA inside
44	9320168778	USP11FL1	40512	19-MAR-15	4599	value	DR	PALM BEACH	Florida	33480	USA inside
45	9320603535	US23XFL1	40512	30-MAR-15	40512	value	DR	LAKE WORTH	FL	33461-5904	USA inside
46	9320599573	US23XFL1	40512	30-MAR-15	40512	value	DR	WEST PALM BEACH	FL	33401-5824	USA inside
47	9320253067	USUX4FL1	40512	21-MAR-15	4599	value	DR	ROYAL PALM BEACH	Florida	33411	USA inside
48	9320318569	USCAXFL1	40512	23-MAR-15	40512	value	DR	PALM BEACH	FL	33480	USA inside
49	9320336782	USP13FL1	40512	24-MAR-15	40512	value	DR	PALM BEACH	FL	33480-3804	USA inside
50	9320501518	US9PRFL1	40512	27-MAR-15	40512	value	DR	WEST PALM BEACH	FL	33409-1803	USA inside
51	9323663367	USRX1FL1	40512	13-JUN-15	40940	value	DR	SEATTLE	WA	98105-3501	USA inside (D2)
52	9324047357	US16XFL1	40512	22-JUN-15	4599	value	DR	WESTPORT	CT	06880-1530	USA Inside (IN)
53	1824030077	US09XFL1	40512	30-APR-15	4599	value	DR	STAMFORD	CT	06902-1321	USA outside
54	1824030078	USP13FL1	40512	19-MAY-15	40512	value	DR	BRONXVILLE	NY	10708-2310	USA outside
55	1824030081	USP13FL1	40512	01-JUN-15	40512	value	DR	NEW YORK	NY	10065-6205	USA outside
56	1824030089	US72XFL1	40512	10-JUN-15	2600	value	DR	DALLAS	TX	75248-1603	USA outside
57	9318219276	US15XFL1	40512	26-JAN-15	40512	value	DR	SOUTH HAMTON		11968	USA outside
58	9318378664	USP14FL1	40512	30-JAN-15	40512	value	DR	NANTUCKET	Massachus	02554	USA outside
59	9318519778	US17XFL1	40512	03-FEB-15	2600	value	DR	CAMDEN	New Jersey	08104	USA outside
60	9324046205	US90XFL1	40512	22-JUN-15	40512	value	DR	AMSTERDAM	L	1019 CS	NL outside
61	9323825463	US73XFL1	40512	17-JUN-15	4	value	DR	LINZ *	O	4040	A outside
62	9318638726	USP13FL1	40512	06-FEB-15	40512	value	DR	NANTUCKET	mass	02554	USA outside
63	9323532527	USUI3FL1	40512	10-JUN-15	40138	value	DR	BELOZERSKY		140 250	RUS outside
64	9323371346	USPW9FL1	40512	06-JUN-15	40512	value	DR	NEWPORT BEACH	CA	92660-6023	USA outside
65	9318852706	USHC4FL1	40512	13-FEB-15	4599	value	DR	NEW YORK	New York	10021	USA outside
66	9323333243	USUX1FL1	40512	05-JUN-15	40512	value	DR	KESWICK	VA	22947-2616	USA outside
67	9323157229	USMU8FL1	40512	01-JUN-15	4599	value	DR	ALLING	Bayern	82239	D outside

68	9322815462	US9XFL1	40512 21-MAY-15	4 value	DR	MAR DEL PLATA	7600	RA	outside
69	9319403958	USW6UFL1	40512 27-FEB-15	40512 value	DR	NEW YORK	10023	USA	outside
70	9322589476	USUX5FL1	40512 18-MAY-15	40512 value	DR	HOUSTON TX	77024-5020	USA	outside
71	9322001109	US66XFL1	40512 04-MAY-15	1122 value	DR	WEST PALM BEACH	33401	CO	outside
72	9319588083	USUX9FL1	40512 04-MAR-15	2600 value	DR	MANAHAWKIN	08050	USA	outside
73	9319595837	US90XFL1	40512 04-MAR-15	2600 value	DR	INDIANAPOLIS IN	46229	USA	outside
74	9321324060	USUX1FL1	40512 17-APR-15	40512 value	DR	PARAMUS NJ	07652-4219	USA	outside
75	9319895763	USUX9FL1	40512 12-MAR-15	2600 value	DR	EAST MEADOW	11554	USA	outside
76	9319932177	USRX2FL1	40512 13-MAR-15	2600 value	DR	ELMIRA, ONTARIO ON	N3B 3G5	CAN	outside
77	9319933713	USUX9FL1	40512 13-MAR-15	2600 value	DR	HOWARD BEACH NY	11414-2219	USA	outside
78	9319949316	USP13FL1	40512 13-MAR-15	2600 value	DR	SHREWSBURY	01545	USA	outside
79	9320780952	US90XFL1	40512 03-APR-15	2600 value	DR	NEW YORK NY	10010	USA	outside
80	9320755175	USRX8FL1	40512 03-APR-15	4599 value	DR	POUND RIDGE NY	10576-0228	USA	outside
81	9320650072	US2PUFL1	40512 31-MAR-15	40512 value	DR	RUMSON NJ	07760-1129	USA	outside
82	9320140397	US9PRFL1	40512 18-MAR-15	40512 value	DR	WESTON	02493	USA	outside
83	9320616261	USUX8FL1	40512 30-MAR-15	40512 value	DR	BOULDER CO	80304-0418	USA	outside
84	9320368641	USUX8FL1	40512 24-MAR-15	4599 value	DR	CARLSBORO California	92018	USA	outside
85	9320485700	USW3UFL1	40512 27-MAR-15	40512 value	DR	NEW YORK NY	10075	USA	outside

TOWN OF PALM BEACH

Town Council Meeting on: August 11, 2015

Section of Agenda

Ordinances - Second Reading

Agenda Title

ORDINANCE NO. 19-2015 An Ordinance of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Authorizing the Use of Paper Ballots Designed to be Manually Counted for the February 2, 2016, General Election and, if Necessary, the February 16, 2016, Run-Off Election; Providing for Severability; Providing for Repeal of Ordinances in Conflict; and Providing an Effective Date.

Presenter

Susan A. Owens, MMC, Town Clerk

Supporting Documents

- [Memorandum Dated July 27, 2015, from Susan A. Owens, MPA, MMC, Town Clerk](#)
- [Ordinance No. 19-2015](#)

TOWN OF PALM BEACH

Information for Town Council Meeting on: August 11, 2015

To: Mayor and Town Council

Via: Thomas G. Bradford, Town Manager

From: Susan A. Owens, MPA, MMC, Town Clerk

Re: **Ordinance No. 19-2015**

Date: July 27, 2015

STAFF RECOMMENDATION

Staff recommends approval of Ordinance No. 19-2015, authorizing the use of paper ballots designed to be tabulated manually for the February 2, 2016, Town of Palm Beach General Election.

GENERAL INFORMATION

Pursuant to Division of Election Opinion DE-03-01, this ordinance has been prepared in order to authorize the use of paper ballots designed to be tabulated manually for the February 2, 2016, Town of Palm Beach General Election.

FUNDING/FISCAL IMPACT

It is unknown at this time whether the cost to manually tabulate the ballots will be less than the cost to utilize the Supervisor of Elections' electronic tabulating equipment as the costs will depend on whether or not the Town utilizes Staff or an outside firm to tabulate the ballots.

Additionally, specialty paper and an outside printer are required for ballots designed to be read and tabulated electronically. Since the Town can print the ballots in house on standard paper, Staff is anticipating a \$600.00 reduction in ballot printing costs. The smaller, lighter weight paper, and resulting smaller envelopes, are estimated to result in a \$250.00 reduction in absentee ballot mailing costs.

TOWN ATTORNEY REVIEW

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

cc: Jane Struder, Director of Finance
Sue Eichhorn, Elections Coordinator

ORDINANCE NO. 19-2015

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE USE OF PAPER BALLOTS DESIGNED TO BE MANUALLY COUNTED FOR THE FEBRUARY 2, 2016, GENERAL ELECTION AND, IF NECESSARY, THE FEBRUARY 16, 2016, RUN-OFF ELECTION; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT; AND, PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Palm Beach County Supervisor of Elections has advised the Town that her office will not be able to conduct the Town's 2016 election unless the Town changes its election date to coincide with the Presidential Preference Primary on March 15, 2016; and

WHEREAS, on April 14, 2015, the Town Council decided to hold its own election on the regularly scheduled date; and

WHEREAS, on March 10, 2015, the Town Council determined that the purchase of an electromechanical voting system was cost prohibitive and would require an excessive amount of resources; and

WHEREAS, in accordance with the provisions of section 100.3605(1), Florida Statutes, a municipality may, by charter or ordinance provision, authorize the use of paper ballots designed to be manually counted for municipal elections; and

WHEREAS, in lieu of an electromechanical voting system, the Town Council has decided to use paper ballots designed to be manually counted for the February 2, 2016, general election and, if necessary, the February 16, 2016, run-off election.

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

Section 1. The Town Council hereby authorizes the use of paper ballots designed to be manually counted for the February 2, 2016, general election and, if necessary, the February 16, 2016, run-off election.

Section 2. Severability.

If any provision of this Ordinance or the application thereof is held invalid, such invalidity shall not affect the other provisions or applications of this Ordinance which can be given effect without the invalid provisions or applications, and to this end the provisions of this Ordinance are hereby declared severable.

Section 3. Repeal of Ordinances in Conflict.

All other ordinances of the Town of Palm Beach, Florida, or parts thereof which conflict with this or any part of this Ordinance are hereby repealed.

Section 4. Effective Date.

This Ordinance shall take effect immediately upon its passage and approval, as provided by law.

PASSED AND ADOPTED in a regular, adjourned session of the Town Council of the Town of Palm Beach on first reading this 14th day of July, 2015, and for second and final reading on this 11th day of August, 2015.

Gail L. Coniglio, Mayor

Michael J. Pucillo, Town Council President

Richard M. Kleid, Council President Pro Tem

Danielle H. Moore, Town Council Member

ATTEST:

Penelope D. Townsend, Town Council Member

Susan A. Owens, MMC, Town Clerk

Robert N. Wildrick, Town Council Member

TOWN OF PALM BEACH

Town Council Meeting on: August 11, 2015

Section of Agenda

Ordinances - First Reading

Agenda Title

ORDINANCE NO. 20-2015 An Ordinance of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Amending the Town Code of Ordinances at Chapter 78, Peddlers and Solicitors; Article III, Charitable Solicitations; Section 78-77, Definitions, so as to Exempt Certain Collections from the Definition of Solicit and Solicitation; Amending Section 78-106, Permit Form, Duration, so as to Provide That the Limitations on Number of Events Shall not Apply to Businesses Raising Funds for Charity through Percentage of Sales; Including a New Section 78-113, Entitled Penalties; Providing for Severability; Providing for Repeal of Ordinances in Conflict; Providing for Codification; Providing an Effective Date.

Presenter

Susan A. Owens, MMC, Town Clerk

Supporting Documents

- [Memorandum dated July 30, 2015, from Susan A. Owens, MMC, Town Clerk](#)
- [Ordinance No. 20-2015](#)

TOWN OF PALM BEACH

Information for Town Council Meeting on: August 11, 2015

To: Mayor and Town Council

Via: Thomas G. Bradford, Town Manager

Via: Jay Boodheshwar, Deputy Town Manager

From: Susan A. Owens, MPA, MMC, Town Clerk

Re: Charitable Solicitations Code Amendments
Ordinance No. 20-2015

Date: July 30, 2015

STAFF RECOMMENDATION

Staff recommends adoption of Ordinance No. 20-2015 to codify the proposed modifications to Chapter 78 of the Town Code of Ordinances.

GENERAL INFORMATION

At the July 16, 2015, ORS meeting, the Committee recommended Council approval of the attached ordinance, amending Chapter 78 of the Town Code regarding Charitable Solicitation Permits, as follows:

Code Definitions

Staff reviewed the definitions for “contributions”, “solicit”, and “solicitation” to determine if any amendments were necessary. Since certain food drives, toy drives, and/or school supply drives traditionally undertaken in the Town have Town support, minimal impacts, and are highly beneficial to the community, Staff recommended that they be exempted from the definition of “solicit” and “solicitation”. Examples of these drives include the Palm Beach Daily News/Palm Beach United Way food, toy, and school supply drives. This provision was approved by ORS, and has been incorporated into the attached ordinance. No other definition changes are being recommended at this time.

Solicitation Methods and Possible Exemptions

Staff also reviewed the recent trend of businesses promoting the donation of a percentage of their sales to a specific charity, and determined that such activities were not directly soliciting funds and are utilized in more of a promotional and/or commercial capacity. It was concluded that such activities are not as impactful as events solely designed to solicit funds; and, therefore, should be exempted from the permit requirement. This provision was approved by ORS, and has been incorporated into the attached ordinance.

After the Fact Penalty Fee

Per the Town Council's direction, Staff reviewed, and subsequently recommended, the establishment of an after the fact penalty fee for events held without a permit. This provision was approved by ORS, and has been incorporated into the attached ordinance. Staff also recommended that the penalty fee mirror that of the building permit penalty fee, which is 300% of the applicable permit fee. The proposed penalty fee was also approved by ORS, and equates to the following:

- Events Estimated to Raise \$5,000 or less: \$600
- First Event Estimated to Raise over \$5,000: \$1,260
- Second Event Estimated to Raise over \$5,000: \$600

A resolution approving the after the fact penalty fee will be brought forward after second reading of the attached ordinance on September 10, 2015.

Other issues of Council concern that were discussed at the ORS meeting, and their dispositions, include the following:

Permit Duration

Concerns were raised that, by establishing a maximum duration, the Town would receive requests for events lasting the maximum timeframe and that it could effectively "increase" the number of events an organization could have in a given year. Given these concerns and the fact that there have been very few events lasting longer than one day, Staff recommended that the determination as to whether or not an event lasting longer than one calendar day requires an additional permit remain uncoded and be determined on a case-by-case basis by Staff. This recommendation was approved by ORS. As a general rule of thumb, one calendar day will be considered an event, unless the following day is clearly an extension of the first day. An example of a two-day event that would only require one permit would be a charity race that needs to setup the day before. In no event will one permit exceed a two consecutive day period.

Allowable Number of Permits per Year

Per the Town Council's discussion, Staff did not review whether or not to increase the allowable number of events per year, with the exception of "Members Only" events. Since oftentimes non-members are allowed to attend these events as guests, Staff felt that allowing more than two such events per year may allow for circumvention of the two event limit by labeling third and subsequent events as "Members Only". It was the recommendation of Staff that "Members Only" events remain subject to the two permits per year limitation. This recommendation was approved by ORS.

Events Benefiting Multiple Organizations

As requiring each benefiting agency to obtain a permit would be onerous for both the applicant and Staff, Staff recommends the creation of an administrative policy whereby one organization shall be designated as the lead organization and the formal applicant. This recommendation was approved by ORS. The following is an overview of Staff's proposed administrative policy:

- The charities shall select one organization that shall serve as the main applicant and the main point of contact for the Town. They will be responsible for all documentation and fees.
- Each of the other organizations shall be considered sub-applicants and shall submit a written statement to the effect that the applicant organization is serving as their representative for the purposes of the application, a copy of their state registration or exemption letter, and evidence of the approval of the organization's participation in the event by the appropriate board or administrative officer.
- Even though an organization is a sub-applicant, the event will count against their two permits per year limit.
- The Town reserves the right to deny the permit, in whole or in part, if any of the sub-applicants cannot meet the above requirements.
- One permit will be issued, per event, to the applicant organization.

FUNDING/FISCAL IMPACT

The proposed ordinance is revenue neutral. A slight reduction in revenues is expected if “percentage of sales events” are no longer required to obtain a permit; however, that reduction is anticipated to be offset by the institution of the proposed after the fact penalty.

TOWN ATTORNEY REVIEW

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

Cc: Jane Struder, Director of Finance
 Kirk Blouin, Director of Public Safety
 Cpt. Ann-Marie Taylor, Police Department
 Lt. Nicholas Caristo, Police Department
 Chris Cartrett, Document Management Coordinator

ORDINANCE NO. 20-2015

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, AMENDING THE TOWN CODE OF ORDINANCES AT CHAPTER 78, PEDDLERS AND SOLICITORS; ARTICLE III, CHARITABLE SOLICITATIONS; SECTION 78-77, DEFINITIONS, SO AS TO EXEMPT CERTAIN COLLECTIONS FROM THE DEFINITION OF SOLICIT AND SOLICITATION; AMENDING SECTION 78-106, PERMIT FORM, DURATION, SO AS TO PROVIDE THAT THE LIMITATIONS ON NUMBER OF EVENTS SHALL NOT APPLY TO BUSINESSES RAISING FUNDS FOR CHARITY THROUGH PERCENTAGE OF SALES; INCLUDING A NEW SECTION 78-113, ENTITLED PENALTIES; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT; PROVIDING FOR CODIFICATION; PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, AS FOLLOWS:

Section 1. The Code of Ordinances of the Town of Palm Beach is hereby amended at Chapter 78, Peddlers and Solicitors; Article III, Charitable Solicitations; Division 1, Generally; Section 78-77, Definitions, to amend the definition of solicit and solicitations to read as follows:

Sec. 78-77. - Definitions.

Solicit and *solicitation* mean the request, either directly or indirectly, for money, credit, property, financial assistance or other thing of value on the plea or representation that such money, credit, property, financial assistance or other thing 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 this ordinance.*

Section .2. The Code of Ordinances of the Town of Palm Beach is hereby amended at Chapter 78, Peddlers and Solicitors; Article III, Charitable Solicitations; Division 2, Permits; Section 78-106, Permit form, duration, to read as follows:

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 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 during normal business hours.

Section 3. The Code of Ordinances of the Town of Palm Beach is hereby amended at Chapter 78, Peddlers and Solicitors; Article III, Charitable Solicitations; Division 2, Permit, to include a new Section 78-113, Penalties, to read as follows:

Sec. 78-113. Penalties.

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. Severability.

If any provision of this Ordinance or the application thereof is held invalid, such invalidity shall not affect the other provisions or applications of this Ordinance which can be given effect without the invalid provisions or applications, and to this end the provisions of this Ordinance are hereby declared severable.

Section 5. Repeal of Ordinances in Conflict.

All other ordinances of the Town of Palm Beach, Florida, or parts thereof which conflict with this or any part of this Ordinance are hereby repealed.

Section 6. Codification.

This Ordinance shall be codified and made a part of the official Code of Ordinances of the Town of Palm Beach.

Section 7. Effective Date.

This Ordinance shall take effect immediately upon its passage and approval, as provided by law.

PASSED AND ADOPTED in a regular, adjourned session of the Town Council of the Town of Palm Beach on first reading this 11th day of August, 2015, and for second and final reading on this 10th day of September, 2015.

Gail L. Coniglio, Mayor

Michael J. Pucillo, Town Council President

Richard M. Kleid, Council President Pro Tem

Danielle H. Moore, Town Council Member

ATTEST:

Penelope D. Townsend, Town Council Member

Susan A. Owens, MMC, Town Clerk

Robert N. Wildrick, Town Council Member

TOWN OF PALM BEACH

Town Council Meeting on: August 11, 2015

Section of Agenda

Ordinances - First Reading

Agenda Title

ORDINANCE NO. 21-2015 An Ordinance of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Amending the Town Code of Ordinances at Chapter 106, Streets, Sidewalks and Other Public Places; at Article V, Sidewalks; Adding a New Section 106-160, Maintenance of Parkway Strips; Providing for Severability; Providing for Repeal of Ordinances in Conflict; Providing for Codification; Providing an Effective Date.

Presenter

Kirk Blouin, Director of Public Safety

Supporting Documents

- [Memorandum Dated July 29, 2015, from Kirk Blouin, Director of Public Safety](#)
- [Ordinance No. 20-2015](#)

ORDINANCE NO. 21-2015

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, AMENDING THE TOWN CODE OF ORDINANCES AT CHAPTER 106, STREETS, SIDEWALKS AND OTHER PUBLIC PLACES; AT ARTICLE V, SIDEWALKS; ADDING A NEW SECTION 106-160, MAINTENANCE OF PARKWAY STRIPS; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT; PROVIDING FOR CODIFICATION; PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, AS FOLLOWS:

Section 1. The Code of Ordinances of the Town of Palm Beach is hereby amended at Chapter 106, Streets, Sidewalks and Other Public Places; Article V, Sidewalks; adding a new Section 106-160, to read as follows:

Sec. 106-160. – Maintenance of Parkway Strips.

- (a) Swales and parkway strips shall be sodded by the adjacent property owner with grass or other suitable landscape materials in accordance with approved streetscape plans and maintained by the adjacent property owner in accordance with applicable Town ordinances and minimum landscape standards.
- (b) Any person in violation of this section shall be subject to the jurisdiction of the code enforcement board of the Town and/or shall be subject to the penalty provisions for violation of ordinances of the Town.

Section 2. Severability.

If any provision of this Ordinance or the application thereof is held invalid, such invalidity shall not affect the other provisions or applications of this Ordinance which can be given effect without the invalid provisions or applications, and to this end the provisions of this Ordinance are hereby declared severable.

Section 3. Repeal of Ordinances in Conflict.

All other ordinances of the Town of Palm Beach, Florida, or parts thereof which conflict with this or any part of this Ordinance are hereby repealed.

Section 4. Codification.

This Ordinance shall be codified and made a part of the official Code of Ordinances of the Town of Palm Beach.

Section 5. Effective Date.

This Ordinance shall take effect immediately upon its passage and approval, as provided by law.

PASSED AND ADOPTED in a regular, adjourned session of the Town Council of the Town of Palm Beach on first reading this 11th day of August, 2015, and for second and final reading on this 10th day of September, 2015.

Gail L. Coniglio, Mayor

Michael J. Pucillo, Town Council President

Richard M. Kleid, President Pro Tem

Danielle H. Moore, Town Council Member

ATTEST:

Penelope D. Townsend, Town Council Member

Susan A. Owens, MMC, Town Clerk

Robert N. Wildrick, Town Council Member

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ORDINANCE NO. 21-2015

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, AMENDING THE TOWN CODE OF ORDINANCES AT CHAPTER 106, STREETS, SIDEWALKS AND OTHER PUBLIC PLACES; AT ARTICLE V, SIDEWALKS; ADDING A NEW SECTION 106-160, MAINTENANCE OF PARKWAY STRIPS; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT; PROVIDING FOR CODIFICATION; PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, AS FOLLOWS:

Section 1. The Code of Ordinances of the Town of Palm Beach is hereby amended at Chapter 106, Streets, Sidewalks and Other Public Places; Article V, Sidewalks; adding a new Section 106-160, to read as follows:

Sec. 106-160. – Maintenance of Parkway Strips.

- (a) Swales and parkway strips shall be sodded by the adjacent property owner with grass or other suitable landscape materials in accordance with approved streetscape plans and maintained by the adjacent property owner in accordance with applicable Town ordinances and minimum landscape standards.
- (b) Any person in violation of this section shall be subject to the jurisdiction of the code enforcement board of the Town and/or shall be subject to the penalty provisions for violation of ordinances of the Town.

Section 2. Severability.

If any provision of this Ordinance or the application thereof is held invalid, such invalidity shall not affect the other provisions or applications of this Ordinance which can be given effect without the invalid provisions or applications, and to this end the provisions of this Ordinance are hereby declared severable.

Section 3. Repeal of Ordinances in Conflict.

All other ordinances of the Town of Palm Beach, Florida, or parts thereof which conflict with this or any part of this Ordinance are hereby repealed.

Section 4. Codification.

This Ordinance shall be codified and made a part of the official Code of Ordinances of the Town of Palm Beach.

Section 5. Effective Date.

This Ordinance shall take effect immediately upon its passage and approval, as provided by law.

PASSED AND ADOPTED in a regular, adjourned session of the Town Council of the Town of Palm Beach on first reading this 11th day of August, 2015, and for second and final reading on this 10th day of September, 2015.

Gail L. Coniglio, Mayor

Michael J. Pucillo, Town Council President

Richard M. Kleid, President Pro Tem

Danielle H. Moore, Town Council Member

ATTEST:

Penelope D. Townsend, Town Council Member

Susan A. Owens, MMC, Town Clerk

Robert N. Wildrick, Town Council Member

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TOWN OF PALM BEACH

Town Council Meeting on: August 11, 2015

Section of Agenda

Ordinances - First Reading

Agenda Title

ORDINANCE NO. 22-2015 An Ordinance of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Amending the Town Code of Ordinances at Chapter 118, Traffic and Vehicles; at Article I, in General; at Section 118-1, Definitions, Providing a Definition of Compact Car; Providing for Severability; Providing for Repeal of Ordinances in Conflict; Providing for Codification; Providing an Effective Date.

Presenter

Kirk Blouin, Director of Public Safety

Supporting Documents

- [Memorandum Dated July 29, 2015, from Kirk Blouin, Director of Public Safety](#)
- [Ordinance No. 22-2015](#)

TOWN OF PALM BEACH

Information for Town Council Meeting on: August 11, 2015

To: Mayor and Town Council

Via: Thomas G. Bradford, Town Manager

Via: Jay Boodheshwar, Deputy Town Manager

From: Kirk W. Blouin, Director of Public Safety

Re: Amending Chapter 118, Regarding the Addition of the Definition of Compact Car
Ordinance No. 22-2015

Date: July 29, 2015

STAFF RECOMMENDATION

Staff recommends Town Council adopt Ordinance No. 22-2015 as recommended by the Ordinances, Rules and Standards (ORS) Committee at its meeting on July 16, 2015, to amend Chapter 118 of the Code of Ordinances, relative to the definition of Compact Car.

GENERAL INFORMATION

The Town has numerous parking spaces on Town streets that are designated for “compact cars only.” The size of these spaces does not vary from the regular parking spaces but are designated for compact cars because of their proximity to intersections where visibility for traffic entering the roadway may be compromised by large vehicles, trucks and vans. Parking enforcement officers are encountering problems when individuals who are cited for parking in these spaces schedule court hearings in lieu of paying the citation. The magistrates who hear these cases request the Town’s definition of a “compact car” as some SUVs and trucks may be marketed as compact.

This issue has been studied by the Town’s Parking Committee, and subsequently reviewed at the July 16, 2015, ORS meeting, resulting in the Committee’s recommendation to approve the attached ordinance.

TOWN ATTORNEY REVIEW

This ordinance was approved by the Town Attorney for legal form and sufficiency.

cc: John C. Randolph, Town Attorney
Dan Szarszewski, Police Deputy Chief
Nick Caristo, Police Lieutenant

Attachment
KWB/amt

ORDINANCE NO. 22-2015

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, AMENDING THE TOWN CODE OF ORDINANCES AT CHAPTER 118, TRAFFIC AND VEHICLES; AT ARTICLE I, IN GENERAL; AT SECTION 118-1, DEFINITIONS, PROVIDING A DEFINITION OF COMPACT CAR; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT; PROVIDING FOR CODIFICATION; PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, AS FOLLOWS:

Section 1. The Code of Ordinances of the Town of Palm Beach is hereby amended at Chapter 118, Traffic and Vehicles; Article I, In General, to read as follows:

“Sec. 118-1. – Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

(a) Meter is a device used to measure timed parking for payment.

(b) A compact car is defined as a vehicle that does not exceed 15 feet in length and has a wheelbase of 100” or less. Trucks and sport utility vehicles (SUV) are not considered compact cars.

Section 2. Severability.

If any provision of this Ordinance or the application thereof is held invalid, such invalidity shall not affect the other provisions or applications of this Ordinance which can be given effect without the invalid provisions or applications, and to this end the provisions of this Ordinance are hereby declared severable.

Section 3. Repeal of Ordinances in Conflict.

All other ordinances of the Town of Palm Beach, Florida, or parts thereof which conflict with this or any part of this Ordinance are hereby repealed.

Section 4. Codification.

This Ordinance shall be codified and made a part of the official Code of Ordinances of the Town of Palm Beach.

Section 5. Effective Date.

This Ordinance shall take effect immediately upon its passage and approval, as provided by law.

PASSED AND ADOPTED in a regular, adjourned session of the Town Council of the Town of Palm Beach on first reading this 11th day of August, 2015, and for second and final reading on this 10th day of September, 2015.

Gail L. Coniglio, Mayor

Michael J. Pucillo, Town Council President

Richard M. Kleid, President Pro Tem

Danielle H. Moore, Town Council Member

ATTEST:

Penelope D. Townsend, Town Council Member

Susan A. Owens, MMC, Town Clerk

Robert N. Wildrick, Town Council Member

TOWN OF PALM BEACH

Town Council Meeting on: August 11, 2015

Section of Agenda

Ordinances - First Reading

Agenda Title

ORDINANCE NO. 23-2015: An Ordinance of the Town Council of the Town Of Palm Beach, Palm Beach County, Florida, Amending the Town Code of Ordinances at Chapter 2, Administration; Article V, Code Enforcement; Division 3, Procedure; Section 2- 439, Citation Fine Schedule, so as to Correct References to Chapter 18, Buildings and Building Regulations, in the Manner and Form Attached on Exhibit A; Providing for Severability; Providing for Repeal of Ordinances in Conflict; Providing for Codification; Providing an Effective Date.

Presenter

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

Supporting Documents

- [Memorandum dated July 29, 2015 from John S. Page, Director of Planning, Zoning and Building](#)
- [Ordinance No. 23-2015](#)
- [Exhibit A](#)

TOWN OF PALM BEACH

Information for Town Council Meeting on: August 11, 2015

To: Mayor and Town Council

Via: Thomas G. Bradford, Town Manager

From: John S. Page, Planning, Zoning & Building Department

Re: Chapter 2 Administration
Ordinance No. 23-2015

Date: July 29, 2015

STAFF RECOMMENDATION

Staff recommends Town Council approve the ordinance identified above on first reading.

GENERAL INFORMATION

The Town Council adopted Ordinances 11-2015 and 12-2015 in April of this year. Those ordinances addressed a number of changes to Chapter 18 Buildings and Building Regulations, and adopted the Town of Palm Beach Florida Building Code Administrative Amendments (formerly contained within Chapter 18).

Chapter 2 of the Town's Code of Ordinances contains a Citation Schedule within Article V CODE ENFORCEMENT. That citation schedule, which denotes the fines applicable to violations of the various sections of the Code of Ordinances, contains a number of references to Chapter 18, which now require modification as a result of the changes to Chapter 18. Exhibit A contains corrected language in Section 2-439 Citation Fine Schedule to:

1. Reflect the re-numbering in Chapter 18.
2. Remove references to sections that have been deleted from Chapter 18.
3. Insert the name of the document where those sections have been relocated (Town of Palm Beach Florida Building Code Administrative Amendments).

The staff recommends adoption of this ordinance to ensure that violations continue to be cited under the correct provisions of the Code of Ordinances.

Please feel free to contact the Department if you have any questions regarding this information.

TOWN ATTORNEY REVIEW

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

Attachment

cc: John C. Randolph, Town Attorney
Veronica W. Close, Assistant Director, PZB
Nicholas Caristo, Police Department

ORDINANCE NO. 23-2015

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, AMENDING THE TOWN CODE OF ORDINANCES AT CHAPTER 2, ADMINISTRATION; ARTICLE V, CODE ENFORCEMENT; DIVISION 3, PROCEDURE; SECTION 2-439, CITATION FINE SCHEDULE, SO AS TO CORRECT REFERENCES TO CHAPTER 18, BUILDINGS AND BUILDING REGULATIONS, IN THE MANNER AND FORM ATTACHED ON EXHIBIT A; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT; PROVIDING FOR CODIFICATION; PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, AS FOLLOWS:

Section 1. The Code of Ordinances of the Town of Palm Beach is hereby amended at Chapter 2, Administration; Article V, Code Enforcement; Division 3, Procedure; Section 2-439, Citation Fine Schedule, to correct all references to Chapter 18 sections as referenced on Exhibit A attached hereto.

Section 2. Severability.

If any provision of this Ordinance or the application thereof is held invalid, such invalidity shall not affect the other provisions or applications of this Ordinance which can be given effect without the invalid provisions or applications, and to this end the provisions of this Ordinance are hereby declared severable.

Section 3. Repeal of Ordinances in Conflict.

All other ordinances of the Town of Palm Beach, Florida, or parts thereof which conflict with this or any part of this Ordinance are hereby repealed.

Section 4. Codification.

This Ordinance shall be codified and made a part of the official Code of Ordinances of the Town of Palm Beach.

Section 5. Effective Date.

This Ordinance shall take effect immediately upon its passage and approval, as provided by law.

PASSED AND ADOPTED in a regular, adjourned session of the Town Council of the Town of Palm Beach on first reading this 11th day of August 2015, and for second and final reading on this 10th day of September 2015.

Gail L. Coniglio, Mayor

Michael J. Pucillo, Town Council President

Richard M. Kleid, Council President Pro Tem

Danielle H. Moore, Town Council Member

ATTEST:

Penelope D. Townsend, Town Council Member

Susan A. Owens, MMC, Town Clerk

Robert N. Wildrick, Town Council Member

EXHIBIT A

Code Section		Class
	<u>CHAPTER 18</u> BUILDINGS AND BUILDING REGULATIONS	
	Article I In General	
<u>Sec. 18-2</u>	Landscaping; Maintenance Where Used For Screening	III
<u>Sec. 18-3</u>	On-Job Toilet Facilities, Required	III
	Article II Administration of Planning, Zoning and Building	
	Division 3 Plans And Permits	
<u>Sec. 18-87</u>	Floor Elevation in Low Areas	III
<u>Sec. 18-88</u>	Submission, Approval of Retaining Wall Plans	III
	Article IV Florida Building Code 2004	
<u>Sec. 18-233 241</u>	Florida Building Code Adopted By Reference	III
<u>Sec. 18-242</u>	Amendments; Sec. 104.3 Construction Site Management	III
<u>Sec. 18-242</u>	Amendments; Sec. 105.4.1.5 Permitted Work Days and Hours	III
<u>Sec. 18-242</u>	Amendments; Sec. 105.4.1.8 Construction Fence	III
<u>Sec. 18-242</u>	Amendments; Sec. 105.1 Permit Required (Building, Electrical, Gas, Mechanical, Plumbing)	III
<u>Sec. 18-233242</u>	Amendments; Florida Building Code (Plumbing), Chapter 6 Water Supply and Distribution, Sec. 607.2 Hot Water Supply System, Hot Water Supply Temperature Maintenance	III
<u>Sec. 18-233242</u>	Amendments; National Electric Code, Article 230, Services, Sec. 230-30 Insulation	III
	Article XI Swimming Pools	
	Division 1 Generally	
<u>Sec. 18-547</u>	Permits Required	III
<u>Sec. 18-551</u>	Enclosure of Artificial Bodies of Water	III
<u>Sec. 18-552</u>	Setbacks	III
<u>Sec. 18-553</u>	Plumbing to be Done by Licensed Plumber	III
<u>Sec. 18-554</u>	Electrical Work to be Done by Licensed Electrician	III
<u>Sec. 18-555</u>	Scope of Swimming Pool Contractor and Maintenance	III
<u>Sec. 18-556</u>	Requirements for Heaters	III
<u>Sec. 18-557</u>	Water Supply	III
	Article XII Walls, Fences, Hedges	
<u>Sec. 18-806</u>	Walls, Fences, Hedges of Unlawful Height	III
	Article XIII Signs And Awnings	
	Division 1 Generally	
<u>Sec. 18-842</u>	Compliance Required	III
	Division 3 Signs	
<u>Sec. 18-891</u>	Removal of Unsafe or Unlawful Signs	III
<u>Sec. 18-895</u>	Electric Signs	III
<u>Sec. 18-841896</u>	Posters, Signs, Placards, and Similar Signs, Prohibited	II
<u>Sec. 18-842897</u>	Not to Obstruct Entrances or Exits of Buildings	III
<u>Sec. 18-843898</u>	Temporary Signs	III
	Division 4 Canopies, Awnings	
<u>Sec. 18-927</u>	Awnings and Canopies Over Public Sidewalks and Ways	III
	Article XIV Numbering of Premises	
<u>Sec. 18-964</u>	Duty to Display Number; Type, Location	I

EXHIBIT A

	<i>Article XV Tents</i>	
Sec. 18-997	Permit Required	III
Sec. 18-999	Lot Coverage and Setback Requirements	III
Sec. 18-1000	Length of Time Allowed to Remain in Place	III
<u>Town of Palm Beach Administrative Amendments FBC</u>	<u>Amendments; Sec. 104.3 Construction Site Management</u>	
<u>Town of Palm Beach Administrative Amendments FBC</u>	<u>Amendments; Sec. 105.4.1.5 Permitted Work Days and Hours</u>	
<u>Town of Palm Beach Administrative Amendments FBC</u>	<u>Amendments; Sec. 105.4.1.8 Construction Fence</u>	
<u>Town of Palm Beach Administrative Amendments FBC</u>	<u>Amendments; Sec. 105.1 Permit Required (Building, Electrical, Gas, Mechanical, Plumbing)</u>	