

TENTATIVE:
SUBJECT TO
REVISION



TOWN OF PALM BEACH

Town Manager's Office
TOWN COUNCIL MEETING

HELD VIA ZOOM

<https://us06web.zoom.us/j/85441507753>

AGENDA

AUGUST 10, 2021

9:30 AM

Welcome

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

I. CALL TO ORDER AND ROLL CALL

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

II. INVOCATION AND PLEDGE OF ALLEGIANCE

III. MODIFICATIONS TO THE AGENDA

IV. APPROVAL OF AGENDA

V. PRESENTATIONS

A. Legislative Update

TIME CERTAIN 9:45 A.M.

Bobby Powell, Jr., Florida State Senator

B. Scholarship Awards provided by the Rotary Club of Palm Beach Foundation

Danielle H. Moore, Mayor

C. Scholarship Awards provided by the Palm Beach Country Club Foundation

Danielle H. Moore, Mayor

D. Scholarship Award provided by the Palm Beach Civic Association and Citizens' Association of Palm Beach

*Allison Tardonia, Vice President of Membership and Sponsorship,
Palm Beach Civic Association and Fred Aldridge III, Co-
Chair/Treasurer, Citizens' Association of Palm Beach*

VI. COMMENTS OF MAYOR DANIELLE H. MOORE

VII. COMMENTS OF TOWN COUNCIL MEMBERS

VIII. COMMUNICATIONS FROM CITIZENS - 3 MINUTE LIMIT PLEASE

IX. APPROVAL OF CONSENT AGENDA (SEE NOTE 5)

A. MINUTES

1. Town Council Meeting Minutes

Queenester Nieves, CMC, Town Clerk

pg.9

July 14, 2021, Local Planning Agency Meeting Minutes

July 14, 2021, Town Council Development Review Meeting Minutes

The following meeting minutes are being deferred to the September 14, 2021, Town Council meeting.

July 13, 2021, Town Council Regular Business Meeting

July 15, 2021, Town Council Special Meeting, Proposed FY22 Budget

July 27, 2021, Town Council Special Meeting, Covid-19

2. Approval of Major Matters Considered by the Architectural Review Commission at its Meetings of July 28-29, 2021.

pg. 46

Wayne Bergman, Director of Planning, Zoning and Building

B. RESOLUTIONS

1. RESOLUTION NO. 072-2021 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Providing for the Designation of Ten (10) Additional Trees as Historic and Specimen Trees in Lake Drive Park, Providing an Effective Date.

pg. 94

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

2. RESOLUTION NO. 081-2021 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving a Purchase Order to Flowbird North America in the Amount of \$97,740 for Parking Kiosk Upgrades to Thirty-Six (36) Parking Kiosks Previously Purchased from Cale America, Inc. pg. 98

Jay Boodheshwar, Deputy Town Manager

3. RESOLUTION NO. 082-2021 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving the Award of RFP No. 2021-16, Permitting Software for the Building Enterprise Fund to Tyler Technologies, Inc., in the Amount of \$249,785 for Implementation and Training, \$74,030 for One-Time License Fees and Five Year Annual Maintenance Contract of \$351,000 for a Total Five year Contract Award of \$674,815, Pending Successful Vendor Performance and Budget Authorization. pg. 104

Dean Mealy, Purchasing Manager

4. RESOLUTION NO. 083-2021 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving the Award of Invitation to Bid No. 2021-14, Tree Trimming to a Primary, Secondary, and Tertiary vendor in the Annual Amount of \$166,850 and a Proposed Five-Year Award in the Amount of \$855,250 Contingent upon Satisfactory Vendor Performance and Budget Authorization. pg. 300

Dean Mealy, Purchasing Manager

5. RESOLUTION NO. 084-2021 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving the Award of a Purchase Order to Aegion/Insituform Technologies, LLC for Lining of Sewer Pipes Within the A5 and A6 Basins From the National Cooperative Buyboard in the Amount of \$442,974.50 and Establish a Project Budget of \$487,271. pg. 305

Dean Mealy, Purchasing Manager

C. OTHER

1. Request to Consider Ordinance Nos. 19-2021 and 20-2021 at a Public Hearing Prior to 5:00 p.m. pg. 310

Wayne Bergman, Director of Planning, Zoning and Building

2. Request from the Children's Home Society, Relative to the Charitable Solicitation Ordinance pg.312

Jay Boodheshwar, Deputy Town Manager

X. COMMITTEE REPORTS

- A. Report of the Ordinances, Rules and Standards Committee Meeting Held on Thursday, July 1, 2021 pg. 315

Julie Araskog, Committee Chair

The Chair will provide a verbal report. The written Report will be submitted at a later date.

a. Recommendations Regarding Modifications to Construction Hours
Jay Boodheshwar, Deputy Town Manager

b. Recommendations Regarding the Addition of Synthetic Turf Regulations in the Town Code
Wayne Bergman, Director of Planning, Zoning and Building

c. Discussion Regarding Application of Existing Regulations Pertaining to Native Plants
Wayne Bergman, Director of Planning, Zoning and Building

B. Report of the Business and Administrative Committee Meeting Held on Thursday, July 8, 2021 pg. 361
Lew Crampton, Committee Chair

a. RESOLUTION NO. 059-2021 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Amending the Town of Palm Beach Master Fee Schedule by Modifying Parking Placard and Metered Parking Fees, and Providing an Effective Date.
Jay Boodheshwar, Deputy Town Manager

XI. REGULAR AGENDA

A. Matters Pulled From Consent Agenda: If needed

B. Old Business pg. 375

1. COVID-19 Update
Kirk W. Blouin, Town Manager

a. COVID-19 Monthly Report
Darrel Donatto, Fire Rescue Chief

b. Discussion Regarding Board, Commission, and Committee Meeting Format and Participation

c. RESOLUTION NO. 093-2021 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Concurring with the Request of the Town's Chief of Police, to Extend the Chief's Declaration of the Existence of a State of Emergency within the Corporate Limits of the Town to September 14, 2021, Unless Earlier Terminated by the Chief of Police, at Which Time the Town Council will Address the Need for any Extension of the Declaration of Emergency; Providing for an Effective Date.

2. Town-wide Undergrounding Project: pg. 382
TIME CERTAIN 1:30 P.M.
H. Paul Brazil, P.E., Director of Public Works

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

b. RESOLUTION NO. 086-2021 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving the Award of Phase 4 South GMP, Town-Wide Overhead Utility Undergrounding Project to Burkhardt Construction, Inc. in the Amount of \$10,873,182 and Establishing a Project Budget of \$11,960,500.

c. RESOLUTION NO. 087-2021 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving a Purchase Order to Kimley-Horn and Associates, Inc. for the Town-Wide Overhead Utility Undergrounding Project, Phase 4 South Construction Phase Services in the Amount of \$333,659 and Establishing a Project Budget of \$383,659.

d. RESOLUTION NO. 088-2021 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving the Award of ITB No. 2021-05, Town-Wide Overhead Utility Undergrounding Project Phase 5 South to Wilco Electric, LLC in the Amount of \$6,629,360.64 and Establishing a Project Budget of \$7,623,764 and Award Phase 5 North to CR Dunn, Inc. in the Amount of \$6,416,941.56 and Establishing a Project Budget of \$7,379,502.

e. RESOLUTION NO. 089-2021 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving a Purchase Order to Kimley-Horn and Associates, Inc. for Town-Wide Overhead Utility Undergrounding Project, Phase 5 South Construction Phase Services in the Amount of \$334,159 and Establishing a Project Budget of \$384,159.

f. RESOLUTION NO. 090-2021 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving a Purchase Order to Kimley-Horn and Associates, Inc. for the Town-Wide Overhead Utility Undergrounding Project, Phase 5 North Construction Phase Services in the Amount of \$334,157 and Establishing a Project Budget of \$384,157.

g. RESOLUTION NO. 091-2021 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving the Award of a Purchase Order to Burkhardt Construction, Inc. for Construction Management Services for Phase 5 North and South in the Amount of \$1,919,800 and Establishing a Project Budget of \$2,158,800.

- | | | |
|----|---|---------|
| 3. | Request for Direction Regarding Completion of Retail Study
<i>Jay Boodheshwar, Deputy Town Manager</i> | pg. 506 |
| 4. | FY22 Proposed Budget Update | pg. 510 |

a. RESOLUTION NO. 092-2021 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Adopting the Town Marina and Building Enterprise Fund Reserve Policies; Providing an Effective Date.

Jane Le Clainche, Director of Finance

5. Request to Amend the Long-term Ground Lease of 5976 Okeechobee Boulevard, West Palm Beach, Florida, to AHS Residential pg. 521

TIME CERTAIN 11:00 A.M.

Janis Cheezem, Akerman LLP

a. RESOLUTION NO. 094-2021 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving the Amended and Restated Ground Lease Agreement Between the Town of Palm Beach, Florida (Town) and CRE Fund at Okeechobee Boulevard, LLC (Tenant), Subject to Certain Guaranties by AHS Residential, LLC (Guarantor) for Property Consisting of Approximately 29.38 Acres Located Outside of the Town's Boundaries at 5976 Okeechobee Boulevard, West Palm Beach, Florida (Property).

Kirk Blouin, Town Manager

6. Overview and Update Regarding the City of West Palm Beach Expert Panel Review of City's Management of Cyanotoxins in Raw Water Supply pg. 534

TIME CERTAIN 10:30 A.M.

John Potts, Senior Consultant, Kimley-Horn and Associates

C. New Business

1. Discussion Regarding the Maximum Number of Residential Permit Parking Decals/Visitor Passes Permitted pg. 535

Jay Boodheshwar, Deputy Town Manager

2. Request to Have the Ordinances, Rules and Standards Committee Study Sec. 42-230 - Lawn Maintenance, Relative to Hours, Equipment and Noise pg. 540

Jay Boodheshwar, Deputy Town Manager

XII. ORDINANCES

A. Second Reading

1. Amendment to the Town Charter Regarding Town Caucus and Qualifying Dates pg. 548

ORDINANCE NO. 018-2021 An Ordinance of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Amending the Town Charter at Section 5.03, Relating to Qualifications, to Modify the Date to Qualify for Election to the First Tuesday of

December of Each Year or on a Date at Least Ninety-Five (95) Days Prior to the March Election Date, Whichever Comes First; Further Amending the Town Code of Ordinances at Chapter 34, Elections at Article II, Candidate, Division 2, Caucus, Section 34-56, Calling and Notice of Election to be Consistent with Section 5.03 of the Town Charter, Providing that the Date of the Town Caucus be Held on the First Tuesday of December of Each Year or on a Date at Least Ninety-Five (95) Days Prior to the March Election Date, Whichever Comes First; Providing for Severability; Providing for Codification; Providing for an Effective Date.

Queenester Nieves, CMC, Town Clerk

XIII. ANY OTHER MATTERS

XIV. ADJOURNMENT

PLEASE TAKE NOTE:

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

requests that any item(s) be moved to the Regular Agenda and individually considered.

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

PROCEDURES FOR PUBLIC PARTICIPATION

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

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

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

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

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

TOWN OF PALM BEACH

Town Council Meeting on: August 10, 2021

Section of Agenda Minutes

Agenda Title
Town Council Meeting Minutes
Queenester Nieves, CMC, Town Clerk

July 14, 2021, Local Planning Agency Meeting Minutes
July 14, 2021, Town Council Development Review Meeting Minutes

The following meeting minutes are being deferred to the September 14, 2021, Town Council meeting.

July 13, 2021, Town Council Regular Business Meeting
July 15, 2021, Town Council Special Meeting, Proposed FY22 Budget
July 27, 2021, Town Council Special Meeting, Covid-19

Presenter

ATTACHMENTS:

- ▣ **July 14, 2021, Local Planning Agency Meeting Minutes**
- ▣ **July 14, 2021, Town Council Development Review Meeting Minutes**



TOWN OF PALM BEACH

Minutes of the Local Planning

Agency Meeting

Held on July 14, 2021

I. CALL TO ORDER AND ROLL CALL

The Local Planning Agency was called to order July 14, 2021 at 9:31 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

Administrative Specialist Churney gave the invocation. Council President Zeidman led the Pledge of Allegiance.

Council President Zeidman announced Council Member Araskog would not be present in person would not vote; however, she could participate in the discussions via Zoom.

III. COMMUNICATIONS FROM CITIZENS – 3 MINUTE LIMIT PLEASE

Council President Zeidman announced she would call for communications from citizens after staff presentations.

IV. ORDINANCES

1. **First Reading**

1. **ORDINANCE 16-2021** 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, As Follows: At Article I, In General, Section 134-2, Creating A Definition For Outdoor Café Seating; At Article VI, District Regulations, Sections 134-791, 134-841, 134-891, 134-946, 134-1001 And 134-1053, Accessory Structures, In The R-AA, R-A, R-B, R-C, R-D(1) And R-D(2) Residential Districts By Allowing Only One Dock On A Property And Cross Referencing The Setback And Other Dimensional Requirements For A Dock In Sections 62-74, 62-75 And 134-1697 Of The Code; At Section 134-1053, Accessory

Uses, By Eliminating As An Accessory Use Administrative Approval Of Outdoor Seating In The R-D(2) Residential District; Section 134-1055, Special Exception Uses, By Changing From Outdoor Seating To Outdoor Cafe Seating Related To Hotels, Condo Hotels And Dining Rooms And Cross Referencing Sections 134-2104 Through 134-2108 Related To Requirements And Conditions Allowing Said Seating; Section 134- 1056, Stands, Seated Dining Areas And Open Counters For Eating And Drinking, By Eliminating Said Section In The R-D(2) District And Renumbering Subsequent Sections Of The Code; Section 134-1057, Accessory Structures, And 134-1057, Accessory Structures, In The R-D(2) Residential Districts By Allowing Only One Dock On A Property And Cross Referencing The Setback And Other Dimensional Requirements For A Dock In Sections 62-74, 62-75 And 134-1697 Of The Code; Sections 134-1108, 134-1158, 134-1208 And 134-1303, Accessory Uses, By Eliminating As An Accessory Use Administrative Approval Of Outdoor Seating In The C-TS, C-WA, C-OPI And C-B Commercial Zoning Districts; Sections 134-1109, 134-1159 And 134- 1259 Special Exception Uses In The C-TS, C-WA And C-PC Commercial Zoning Districts, By Changing Outdoor Seating To Outdoor Café Seating Only For Restaurants, Retail Specialty Food Including The Sale Of Prepared Food For Takeout Only And Private, Social, Swimming, Golf, Tennis And Yacht Clubs And Cross Referencing Sections 134-2104 Through 134-2108 Related To Requirements And Conditions Allowing Said Seating; Sections 134- 1111, 134-1161, 134-1210, 134-1260 And 134-1305, Stands, Seated Dining Areas And Open Counters For Eating And Drinking, By Eliminating Those Sections In The C-TS, C-WA, C-OPI, C-PC And C-B Commercial Zoning Districts And Renumbering Subsequent Sections Of The Code; Section 134-1304, Special Exception Uses, In The C-B Commercial Zoning District By Changing Outdoor Seating To Outdoor Café Seating For Only Hotels, Condo-Hotels And Dining Rooms And Cross Referencing Sections 134-2104 Through 134- 2108 Related To Requirements And Conditions Allowing Said Seating; Section 134-1209, Special Exception Uses In The C-OPI Commercial District By Changing Outdoor Seating To Outdoor Café Seating For Only Restaurants, Excluding Formula Restaurants As Defined In Section 134-2 And Dining Rooms And Cross Referencing Sections 124-2104 Through 134-2108 Related To Requirements And Conditions Allowing Said Seating; At Article VIII, Supplementary District Regulations, Section 134-1697, Buildings And Structures Over Lake Worth, By Clarifying That There Is An Exception For Town- Owned Landing Docks And Piers On Municipal Property, Providing For Only One Pier Or Landing Dock And Cross Referencing The Requirements For A Pier Of Landing Dock In Sections 62-74 And 62- 75 Of The Code; By Eliminating Division 14, Administrative Approval Of Outdoor Seating In Its Entirety And Creating A New Division 14, Section 134-2104 Through 134-2109,

Conditional Approval Of A Special Exception For Sidewalk And/Or Private Property Outdoor Café Seating Only For Restaurants, Excluding Formula Restaurants As Defined In Section 134-2, Dining Rooms, Retail Specialty Food Including The Sale Of Prepared Food For Takeout Only, And Private, Social, Swimming, Tennis, And Yacht Clubs, Providing Conditions And Requirements; Fees And Security Deposit; Application Requirements; Standards And Criteria For Special Exception And Outdoor Café Permit And Review; Requirements For Liability And Insurance, Providing That Retail Specialty Food Uses Including The Sale Of Prepared Food For Takeout Only That Is Under 2,000 Square Feet Gross Leasable Area Can Request An Additional Eight Seats Over The Inside Capacity; Provisions For Denial, Revocation And/Or Suspension Of Approval Of An Outdoor Café Seating Permit And Appeal Procedure For Denial, Suspension Or Revocation; Providing For Severability; Providing For Repeal Of Ordinances In Conflict; Providing For Codification; Providing An Effective Date.

Director of Planning, Zoning and Building Wayne Bergman asked Zoning Manager Castro to provide an overview of Ordinance 16-2021, major changes to outdoor seating zoning regulations, and Ordinance 17-2021, marginal docks.

Zoning Manager Castro explained grammatical changes and other language changes that had been made since last month.

Council President Zeidman stated she did not want to walk down the street and hear different background music coming from restaurants and wanted to keep things as quiet as possible.

Discussion ensued regarding removing low level background music so that it would be dealt with on a case-by-case basis.

Zoning Manager Castro explained the Special Exception process and the town-serving provision in response to questions from Council Member Crampton.

Council President Pro Tem Lindsay agreed with Council President Zeidman regarding background music coming from restaurants. She felt outdoor seating was good for Palm Beach but should not become annoying to residents. She felt the outdoor music language should be removed.

Town Attorney Randolph cautioned not to strike the language but to replace with language making outdoor music prohibitive.

Council Member Cooney felt some provisions such as loading zones next to outdoor seating should be revisited but was good with moving forward.

Council Member Araskog suggested language to indicate background music was not allowed unless approved by Council, and the same for the loading zone issue. Town Attorney Randolph advised it should be stated as such if it was to be prohibited. Council Member Araskog agreed to prohibition in public spaces. She also indicated the comprehensive plan was clear about town serving and expressed concern that this requirement had not been made of new businesses.

Mayor Moore hated to see something prohibited and felt the final determination should come from the Town Council.

Zoning Manager Castro suggested to prohibit outdoor music on private property, unless approved by Council, and to prohibit it on public property. Council President Zeidman agreed.

Council Member Crampton pointed out an inconsistency in the language regarding the placement of placing furniture, which Zoning Manager Castro explained one was on public sidewalks and the other was on private property. He asked what was being required of new restaurants under town serving. Council President Zeidman stated the issue of town serving would be placed on an agenda for discussion in the near future. Zoning Manager Castro clarified the meaning of the proposed language and it was required in this ordinance.

Council Member Araskog felt new businesses should be demonstrating that they were town serving.

Council Member Cooney asked about distances from residences to restaurants. Zoning Manager Castro stated that language had been stricken.

Council President Zeidman asked about portable heaters and misters.

Council Members Crampton and Cooney felt they were necessary. Council President Zeidman stated those items must be taken in at night.

Motion by Council Member Crampton and seconded by Council President Zeidman, to recommend approval on first reading of Ordinance 16-2021 as amended so that number 8 shall state outdoor music shall be prohibited and subsection 6 shall state outdoor music shall be prohibited unless approved by Town Council, and with the addition all outdoor café seating furniture shall be stored inside after business hours, including all associated appurtenances. Motion carried unanimously, 4-0.

2. **ORDINANCE 17-2021** 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 As Follows: At Article III, Bulkheads, And Pierheads On Lake Worth, Section 62-74, Bulkheads, Landing Docks And Piers To Accord With Plat; Waivers And Variances, To Allow One Pier Or Landing Dock And To Provide A Maximum Width Of A Pier Or Landing Dock; At Section 62-75, Construction Specification To Identify That One Pier Or Landing Dock Is Permitted And That The Maximum Width Of A Pier Or Landing Dock Is 30% Of The Lot Width, Six Feet From The Mean High Water Line Or Bulkhead Line, Whichever Is Furthest East, And Not More Than 10 Feet In Width When Past Said Six Feet; At Section 62-74.2, Exemptions By Correcting The Exemption For Town Owned And Operated Docks Is Exempt From The Chapter And Not The Section Of The Code; Providing For Severability; Providing For Repeal Of Ordinances In Conflict; Providing For Codification; Providing An Effective Date.

Zoning Manager Castro pointed out an inconsistency in lot width, which he had corrected. He also stated he would correct language regarding extending more than 6 feet from the bulkhead. He explained the purpose of the ordinance.

Council President Pro Tem Lindsay had not found any language related to runoff and it being directed back onto the land. Zoning Manager Castro explained that had not been included because it would be taken care of administratively through the permit process. Town Attorney felt it was fine to leave that to staff administratively.

Mayor Moore asked if there were any pending applications that would be affected. Zoning Manager Castro explained that a couple of applications had come in before Zoning in Progress was initiated.

Council President Zeidman called for public comment on either Ordinance.

Motion made by Council Member Crampton and seconded

by Council President Zeidman recommending Council approval of Ordinance 17-2021, as amended. Motion carried unanimously, 4-0.

V. ADJOURNMENT

The meeting was adjourned at 10:15 a.m. without benefit of motion or roll call.

APPROVED:

Margaret Zeidman, Town Council President

ATTEST:

Kelly Churney, Administrative Specialist



TOWN OF PALM BEACH

Minutes of the Development Review

Town Council Meeting

Held on July 14, 2021

I. CALL TO ORDER AND ROLL CALL

The Development Review Town Council Meeting was called to order July 14, 2021 at 10:24 a.m. On roll call, all of the elected officials were found to be present except Council Member Araskog who was excused but attended via Zoom. She joined the meeting in person at 1:43 p.m.

II. INVOCATION AND PLEDGE OF ALLEGIANCE

Administrative Specialist Churney gave the invocation. Council President Zeidman led the Pledge of Allegiance.

III. PRESENTATIONS

A. Presentation by Donovan Rypkema - Methodology of Study on the Effect of Landmarking on Property Values

Aimee Sunny, The Preservation Foundation of Palm Beach, introduced Donovan Rypkema, who they have engaged to study the effects of the landmarks program on property values in Palm Beach.

Mr. Rypkema explained the core of the study was to look at the impact on property values of landmark designations in Palm Beach. He explained he would evaluate the risk for historic properties in FEMA designated flood zones, as well as conducting a willingness to pay survey, which identifies additional historic resources with economic value over and above the real estate value. He invited all questions now or at a later date.

Council President Zeidman expressed Council's concern regarding the vulnerability to sea level rise of our landmarked properties. She asked if he was aware of any state funds available for raising these properties. Mr. Rypkema responded that was not within the scope of their study. Mr. Rypkema indicated

the study was proposed to be delivered to the client in September or October.

IV. DISCUSSION ITEMS

- A. Discussion Regarding Quality of Life and Traffic Impacts Associated with the Increasing Number of New Restaurants in the Town

Council Consensus was to defer this item to October 13, 2021.

- B. Recognition and Discussion of Increased ARCOM Workload and Applications (to be heard after 2 p.m.)

Council Consensus was to defer this item to August 11, 2021.

V. COMMENTS OF MAYOR DANIELLE H. MOORE

Mayor Moore reported she had traveled to Jacksonville to visit the Army Corps of Engineers with Town Manager Blouin, Rob Weber and former Mayor Coniglio. Col. Kelly was departing, as his term was up, and they visited with staff, who were very appreciative that the Town had made the effort to go to Jacksonville, since most municipalities did not do so. She commended Town staff and the former Mayor for the great relationship they now had with the Army Corps of Engineers.

VI. COMMENTS OF TOWN COUNCIL MEMBERS

There were no comments by Town Council members at this time.

Administrative Specialist Churney read into the record that Council Member Cooney had a conflict of interest last month, and he had correctly filled out the proper forms for Z-21-00359, 870 South Ocean Boulevard.

VII. COMMUNICATIONS FROM CITIZENS - 3 MINUTE LIMIT PLEASE

There were no communications from citizens at this time.

VIII. APPROVAL OF AGENDA

Council Member Crampton asked for a reconsideration of the Business and Administrative Committee recommendation regarding the implementation of placard parking on eastern portion of the 400 block of Peruvian Avenue

Motion made by Council Member Crampton and seconded by Council Member Cooney to defer reconsideration of expanding the placard program to Peruvian Avenue from the July 13, 2021 meeting until the Business and Administrative Committee could meet with affected residents and associations. Motion carried unanimously, 4-0.

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

Deferral of Item X. A. 1 to the August 11, 2021 meeting.

Deferral of Item X. A. 1.a to the August 11, 2021 meeting

Deferral of Item X. B. 1.b to the August 11, 2021 meeting

Deferral of Item X. B. 1.c to the August 11, 2021 meeting

Deferral of Item X. B. 1.e to the August 11, 2021 meeting

Deferral of Item X. B. 1.f to the August 11, 2021 meeting

Withdrawal of Item X. B.1.g

Deferral of Item X. B. 1.h to the August 11, 2021 meeting

Deferral of Item X. B. 1.j to the August 11, 2021 meeting

Deferral of Item X. B. 2.b to the August 11, 2021 meeting

Deferral of Item X. B. 2.c. to the August 11, 2021 meeting

Deferral of Item X. B. 2.k to the August 11, 2021 meeting

Public Comment

Maura Ziska expressed her hope that the Council would hear 720 South Ocean Boulevard. Zoning Manager Castro reported Ms. Ziska had been notified in June that the plans were due July 1, and were not received until July 9 so there had not been time for his review. Director Bergman described the new review process. Council Member Crampton supported staff. Council President Zeidman thought this should be heard next month since Zoning Manager Castro had not reviewed the plans. Mr. Castro discussed the process.

Motion made by Council President Lindsay and seconded by Council Member Crampton to approve the agenda as amended. Motion carried unanimously, 4-0.

IX. RESOLUTIONS

- A. RESOLUTION NO. 68-2021 A Resolution Of The Town Council Of The Town Of Palm Beach, Palm Beach County, Florida, Adopting Revised Fees Related To the Planning, Zoning & Building Department

Director Bergman presented Resolution No. 68-2021. He reported staff had looked at fees and had considered the extra staff and amount of review time required, researched comparable fees in the area, and had adjusted fees accordingly. He described various fees which had been added, changed, or remained the same.

Council Member Cooney asked about fees for ARCOM deferrals. Assistant Director Murphy described when a resubmittal fee would be triggered.

Council Member Crampton asked where this money was going. Director Bergman indicated it would go into the General Fund.

Council President Pro Tem Lindsay asked where the Town had fit into the range of fees charged by other municipalities. Director Bergman indicated the Town had been on the low side and now were in the middle range after the proposed changes.

Council President Zeidman called for public comment. There were no public comments.

Director Bergman suggested to address Council Member Cooney's concern that the department could create a policy regarding resubmittal fees, which could be reviewed by Town Council to give everyone clarity on this matter.

Motion made by Council Member Crampton and seconded by Council

President Zeidman to approve Resolution No. 68-2021. Motion carried unanimously, 4-0.

X. DEVELOPMENT REVIEWS

A. Appeals

1. ARCOM Appeals of B-063-2020 160 Royal Palm Way

This item was deferred to the August 11, 2021 meeting at approval of the Agenda.

B. Variances, Special Exceptions, and Site Plan Reviews

1. Old Business

- a. **Z-20-00289 SPECIAL EXCEPTION WITH SITE PLAN REVIEW AND VARIANCE(S)** 160 ROYAL PALM WAY
Consideration of the Construction Management Agreement Request for Deferral to the August 11, 2021 Meeting Per Maura Ziska, Esq

This item was deferred to the August 11, 2021 meeting at approval of the Agenda.

- b. **Z-20-00311 SPECIAL EXCEPTION WITH VARIANCE(S)**
Zoning District: C-TS Town Serving Commercial The application of Bricktop's Palm Beach, applicant, relative to property located at **375 S COUNTY RD**, legal description on file, is described below. Section 134 1109 (14): Modification to previously approved Special Exception with Site Plan Review is being requested for Bricktop's restaurant to add 40 outdoor seats for lunch and dinner in the north courtyard adjacent to the existing restaurant. The additional seating will increase the seating from 150 indoor and patio seats to 190 seats. The current approval allows 52 seats of the 150 seats to be outside on the south patio. Section 134 2176: a variance is being requested to provide zero (0) on-site parking spaces in lieu of the 13 parking spaces that are required for the additional 40 outdoor seats. [Applicant's Representative: Maura Ziska Esq]

This item was deferred to the August 11, 2021 meeting at approval of the Agenda.

- c. **Z-21-00333 VARIANCE(S)** Zoning District: R-B Low Density Residential The application of 101 NIGHTINGALE LLC, applicant, relative to property located at **101 NIGHTINGALE TRL**, legal description on file, is described below. Section 134 893(13): The applicant is proposing to construct a 70 square foot one story bathroom addition and two Dutch gables that will be added to the courtyard elevations of the pool cabana and kitchen which will increase the cubic content ratio ("CCR") to 5.24 In lieu of the 5.01 existing CCR and the 3.9 maximum CCR allowed in the R B Zoning District. [Applicant's Representative: Maura

Ziska Esq] [The Architectural Review Commission deferred the project to their July 28, 2021 meeting. Carried 7-0.] Staff Recommends Deferral to the August 11, 2021 meeting.

This item was deferred to the August 11, 2021 meeting at approval of the Agenda.

- d. **Z-21-00341 VARIANCE(S)** Zoning District: R-B Low Density Residential The application of GRETCHEN S. JORDAN, AS TRUSTEE OF THE GRETCHEN S. JORDAN 1998 TRUST DATED NOVEMBER 18, 1998, applicant, relative to property located at **273 TANGIER AVE**, legal description on file, is described below. The Applicant is proposing to enclose a 432 square foot balcony on the second floor in the rear of the residence in order to create an office. This will require the following variance to be requested: Section 134-893(13): a cubic content ratio of 4.1 in lieu of 3.9 existing and the 3.93 maximum allowed in the R-B Zoning District. [Applicant's Representative: Maura Ziska Esq] [Architectural Review Commission Recommendation: Implementation of the proposed variance will not cause negative architectural impact to the subject property. Carried 7-0.] [The Architectural Review Commission approved the project as presented with a condition related to the architecture. Carried 6-1.]

Administrative Specialist Churney swore in all those intending to speak and continued to do so throughout the meeting.

Ex parte communications were disclosed as follows: Council Members Cooney, Crampton and Council President Pro Tem Lindsay.

Maura Ziska, attorney for the owner, explained the zoning requests and presented the project.

Zoning Manager Castro stated he had no new comments.

Mayor Moore had no problems with the project and believed it to be minor.

Council Member Cooney indicated he had taken a fresh look at this and supported the project.

Council Member Crampton continued to support the project.

Council President Pro Tem Lindsay indicated she voted against this last month but now had seen the site and had changed her mind because it was a small change on a large piece of property, and not visible from the street.

There was no public comment.

Motion made by Council Member Crampton and seconded by Council Member Cooney that Variance Z-21-00341 shall be granted and find in support thereof that all criteria applicable to this application as set forth in Section 134.201(a) items 1 through 7 have been met, and providing that the property owner did voluntarily commit that prior to the issuance of a building permit to either provide a recorded utility easement or an easement agreement satisfactory to the town that ensures a recorded easement will be granted if necessary to underground utilities in the area. Motion carried unanimously, 4-0.

- e. **Z-21-00343 SPECIAL EXCEPTION WITH SITE PLAN REVIEW AND VARIANCE(S)** Zoning District: R- A Estate Residential The application of 130 ALGOMA LLC (LEE FENSTERSTOCK, MANAGER), applicant, relative to property located at **130 ALGOMA RD**, legal description on file, is described below. Section 134-229, Section 134-329, and Section 134-843(b): Special Exception with Site Plan Review to allow the construction of a new, two-story 6,448.55 square foot residence while preserving the existing one story nonconforming garage on a lot with an area of 15,708 square feet in lieu of the 20,000 square foot minimum required; a lot depth of 142.33 feet in lieu of the 150 foot minimum required; and a lot width of 111.89 feet in lieu of the 125 foot minimum required; all in the R-A Zoning District. The following variances are being requested: 1) Section 134-843(8): to allow the existing east side yard setback to remain at 8.75 feet in lieu of the 15 foot minimum required to keep the existing nonconforming garage. 2) Section 134-843(7): to allow the building height plane setback to be 46.1 feet in lieu of the 48.33 foot minimum setback required. [Applicant's Representative: Maura Ziska Esq] [The Architectural Review Commission deferred this project to the July 28, 2021 meeting. Carried 7-0.] Staff recommends a deferral to the August 11, 2021 meeting.

This item was deferred to the August 11, 2021 meeting at approval of the Agenda.

- f. **Z-21-00345 VARIANCE(S)** Zoning District: R-A Estate Residential The application of PAUL A. KRASKER, AS TRUSTEE OF THE 720 SOUTH OCEAN BOULEVARD LAND TRUST DATED SEPTEMBER 20, 2020, applicant, relative to property located at **720 S OCEAN BLVD**, legal description on file, is described below. The applicant is requesting approval to renovate and construct additions to the north side of the landmarked residence known as "El Salono" to include a new 486 square foot pool cabana and a 1,159 square foot second and third story addition. The following variances are

being requested: 134 843(8): a north side yard setback ranging from 2.6 feet to 5.9 feet for the 2nd and 3rd story additions in lieu of the 15 foot minimum required in the R-A Zoning District. 134- 843(8): a north side yard setback of 4.9 feet for the pool cabana in lieu of the 15 foot minimum required in the R-A Zoning District. 134-843(10): a building height of 26.33 for the proposed 3rd story addition in lieu of the 25 foot maximum allowed in the R-A Zoning District. Section 134-844: A request for variance to construct a 3rd story addition where only two stories is the maximum allowed in the R-A Zoning District under the existing zoning code. [Applicant's Representative: Maura Ziska Esq] [Landmarks Preservation Commission Recommendation: Implementation of the proposed variances will not cause negative architectural impact to the subject property. Carried 7-0.] [The Landmarks Preservation Commission approved this project with conditions to the architecture at their June 16, 2021 meeting. Carried 7-0.]

This item was deferred to the August 11, 2021 meeting at approval of the Agenda.

- g. **Z-21-00347 VARIANCE(S)** Zoning District: R-B Low Density Residential The application of PETER MENKES & ALLISON MENKES, applicants, relative to property located at **135 WELLS RD**, legal description on file, is described below. Section 134-1728: A request for a variance to allow the relocation of two additional air conditioning condenser units in addition to the one existing in the equipment yard for a total of three air conditioning units in the west side yard setback and north rear yard setback in lieu of the two pieces of equipment allowed in these setbacks in the R-B Zoning District. [Applicant's Representative: Maura Ziska Esq] Request for Withdrawal Per Letter from Maura Ziska

This item was withdrawn at approval of the Agenda.

- h. **Z-21-00353 SITE PLAN REVIEW** Zoning District: R-A Estate Residential The application of TODD GLASER, applicant, relative to property located at **1080 S OCEAN BLVD**, legal description on file, is described below. Section 134-843(b): Request for Site Plan Review to allow the construction of a 9,485 square foot two story, single family residence on a non conforming platted lot that is 17,567 square feet in area in lieu of the 20,000 square foot minimum required in the R-A Zoning District. [Applicant's Representative: Maura Ziska Esq] [The Architectural Review Commission deferred the project to the July 28, 2021 meeting. Carried 7-0.] Staff Recommends a Deferral to the August 11, 2021 Meeting

This item was deferred to the August 11, 2021 meeting at approval of the Agenda.

- i. **Z-21-00354 SPECIAL EXCEPTION WITH SITE PLAN REVIEW AND VARIANCE(S)** Zoning District: R-B Low Density Residential The application of LISA L. PAOLOZZI, applicant, relative to property located at **160 CHILEAN AVE**, legal description on file, is described below. Section 134-229, Section 134-329 and Section 134-893(b): Special Exception with Site Plan Review to allow the renovation of an existing one story residence by demolishing more than 50% cubic footage on a lot with a width of 50 feet in lieu of the 100 foot minimum required and an area of 8,000 square feet in lieu of the 10,000 square foot minimum required in the R-B Zoning District. Additionally, the applicant is proposing to construct one story additions totaling 950 square feet that will require the following variances to be requested: Section 134-893(7): to allow a 4.7 foot east side yard setback in lieu of the 12.5 foot minimum required in the R-B Zoning District. Section 134-893(7): to allow a 5.2 foot west side yard setback in lieu of the 12.5 foot minimum required in the R-B Zoning District. [Applicant's Representative: Maura Ziska Esq] [Architectural Review Commission Recommendation: Implementation of the proposed variances will not cause negative architectural impact to the subject property. Carried 7-0.] [The Architectural Review Commission approved the project at their June 23, 2021 meeting. Carried 7-0.]

Each Council Member stated they had no ex parte communication to declare.

Maura Ziska, attorney for the owner, explained the zoning requests and presented the project.

Mark Marsh, Bridges and Marsh, presented the architectural plans, reviewed the site plan and described the requested variances.

Attorney Ziska noted a letter of support had been received from the adjacent neighbor.

Zoning Manager Castro provided staff comments.

Council President Pro Tem Lindsay asked if the hedges shown on the rendering existed. Mr. Marsh advised they existed but some were in poor shape and would be replaced at the same scale. Council President Pro Tem Lindsay supported the project.

Mayor Moore stated she was encouraged by this plan and that the owners wanted to preserve the quaint look of their home, which was hard to find.

Council Member Crampton described the project as charming and commented the architect had done a good job with this project.

There was no public comment.

Motion made by Council Member Crampton and seconded by Council President Pro Tem Lindsay that Variance Z-21-00354 shall be granted and find in support thereof that all criteria applicable to this application as set forth in Section 134.201(a) items 1 through 7 have been met, and providing that the property owner did voluntarily commit that prior to the issuance of a building permit to either provide a recorded utility easement or an easement agreement satisfactory to the town that ensures a recorded easement will be granted if necessary to underground utilities in the area. Motion carried unanimously, 4-0.

Motion made by Council Member Crampton and seconded by Council President Zeidman that Special Exception Z-21-00354 shall be granted based upon the finding that such grant will not adversely affect the public interest and that the applicable criteria set forth in Section 134-229 of the Town Code have been met. Motion carried unanimously, 4-0.

Motion was made by Council Member Crampton, and seconded by Council President Zeidman that Site Plan Z-21-00354 be approved based upon the finding that the approval of the Site Plan will not adversely affect the public interest; that the Council certifies that the specific zoning requirements governing the individual use have been met and that satisfactory provision and arrangement have been made concerning Section 134-329 items 1 through 11. Motion carried unanimously, 4-0.

Please Note: A short break was taken at 11:22 a.m. The meeting reconvened at 11:33 a.m.

- j. **Z-21-00356 SPECIAL EXCEPTION WITH SITE PLAN REVIEW** Zoning District: C-TS Town Serving Commercial The application of BUCCAN (SAM SLATTERY), relative to property located at **350 S COUNTY RD SUITE: 100**, legal description on file, is described below. Section 134-1109 and Section 134 1112: Modification to a previously approved special exception use with site plan approval for the sandwich take out counter business for Buccan Restaurant to request the following: (a) to install two (2) new awnings to match existing awnings; (b) to modify the storefront to include a new door in the existing opening; (c) to modify an interior floor plan of the sandwich shop (no seats are being proposed); (d) to modify the hours of operation to be 7:00 AM to 3:00 PM (previously approved were 11:00 AM 3:00 PM) [Applicant's Representative: Maura Ziska Esq]

Ex parte communications were declared as follows: Council Members Cooney, Crampton, Council President Zeidman, Council President Pro Tem Lindsay and Mayor Moore.

Maura Ziska, attorney for the owner, recalled that last month they had been directed to see what could be done to improve conditions on the property. She reported receiving a letter from the landlord and that they had spoken with Chester Purves from Public Works who had also reviewed the plans. Photos of a gate to shield the alleyway were shown.

Sam Slattery, with Buccan Palm Beach, described steps taken to improve the situation.

Council President Zeidman asked if he had a schedule to make sure everything was maintained. Mr. Slattery responded yes, that unnecessary items had been removed and a gate was proposed to shield the view.

Zoning Manager Castro indicated that Landmark Commission would need to approve the gates. He added that over the past three weeks, the alley had not looked as good, as shown in the pictures provided.

Council Member Crampton asked for a description of how waste and grease were handled and asked if there was refrigeration available for garbage. Mr. Slattery responded, describing the grease collection and added they had no garbage refrigeration. Council Member Crampton credited the improvements but stated they did not go far enough.

Council Member Cooney felt the screening was a good solution to shield back of house space.

Council President Pro Tem Lindsay commended the progress and suggested garbage pickup on Sunday. Mr. Slattery explained they were unable to dump garbage after 8 p.m. due to a prior agreement with a neighbor. Council President Pro Tem Lindsay offered copies of comments from neighbors, which she felt would be helpful, and suggested contacting that neighbor again. She commented this request was only for breakfast, and felt progress had been made.

Council Member Cooney commented a small expansion and change in operating hours was being requested, and felt most restaurants in Town were not refrigerating garbage.

Council Member Crampton stated reading through the comments and complaints, odor control was a consistent complaint and what had been done so far did not address odor control. Mr. Slattery commented the garbage trucks were leaking liquid and he hoped to solve that issue with Mr. Purvis.

Council President Zeidman commented this was a great restaurant and felt the owners were limited in what they could do by the landlord, the garbage trucks, and limited space for trash refrigeration. She commented Council had married the conditions to the approval

for a breakfast service and a change in hours. She was disappointed in photos up until last week that still showed lack of organization. She felt it would be impossible to keep on top of this all the time, which was why she had asked if he had a schedule in place, and suggested an employee must be responsible for checking the alley during the day.

Public Comment

Ian Zwerdling, 214 Chilean Avenue, commented the problem was only in season, 150 days in a row of the grease and smell was just too much, and refrigerating the garbage was a cheap fix for the neighbors who had put up with this for 27 years. He knew from personal experience that refrigerating garbage was a cheap solution. He thought Mr. Slattery did not want to spend the money, and indicated that the landlord liked the idea.

Council Member Crampton commented this community had high standards and the applicant was being asked to meet the standards. Without odor control, for which refrigeration was the easiest and cheapest, he did not see how the Town Council could meet the standards they had set for themselves. He felt it would be a mistake to allow breakfast until the odor control program was satisfied once and for all, and for him that meant refrigerating the garbage.

Council President Zeidman questioned Mr. Slattery, who responded he would have to talk with the landlord since he believed a parking space would be lost in order to provide space for refrigeration, and there was no room inside the restaurant for it. She asked if he was aware of any other way to control the odors for people living nearby and if he was even aware of the odors. Mr. Slattery responded he was aware that odors could be a problem at certain times under certain conditions, and they did their best every day and were doing a better job of getting the material from the restaurant to the receptacles and the garbage sitting outside at night had always been a problem. He stated that quadrant of the area belonged to the landlord and he would have to be part of any discussions if refrigerated garbage was required.

Council Member Crampton commented he did not see how they could let a landlord control the standards they knew must be met for the residents. He stated it was Mr. Slattery's problem to get the landlord to work with him.

Council President Zeidman commented there were 17 code enforcement complaints, and Council needed that type of information ahead of time.

Mayor Moore clarified that for this year, there were 3 complaints and last year there were 4, and several were case closed unfounded or compliance.

Council President Zeidman commented she loved the restaurant, but the restaurant must be a good neighbor to everyone and the residents must realize they lived in a commercial/residential district.

Public Comment

Lorraine Tuohy, President of the Board at 389 South Lake Way had comments concerning a matter that had already been deferred until October, so did not make comments at this time.

Ian Zwerdling, 214 Chilean Avenue, commented he had spoken with Mr. Slattery a few times and he had refrigerated garbage at another restaurant, and unless this was mandated, he would not do it.

Council President Pro Tem Lindsay requested staff provide the Council with everything that would be presented at the August 11, 2021 meeting by July 30.

Motion made by Council President Pro Tem Lindsay and seconded by Council Member Crampton to defer Special Exception Z-21-00356 until August 11, 2021 to allow Mr. Slattery to include his landlord and come back to Town Council with a written plan and its implementation schedule to keep the alley clean, including investigating garbage refrigeration possibilities as well as determining if garbage pickup on Sundays is feasible. Motion carried unanimously, 4-0.

Zoning Manager Castro requested that the applicant provide all materials to the Building Department by July 30.

- k. **Z-21-00357 VARIANCE(S)** Zoning District: R-B Low Density Residential / B-A Beach Area The application of MAURA ZISKA, AS TRUSTEE OF THE 230 NORTH OCEAN TRUST DATED JULY 9, 2020, applicant, relative to property located at **230 N OCEAN BLVD**, legal description on file, is described below. Section 134-893(13). A request for a variance to add two pergola structures located in the back yard totaling 619.6 square feet which will result in a cubic content ratio ("CCR") of 4.395 In lieu of 4.14 existing CCR and the 4.15 maximum CCR allowed in the R-B Zoning District. [Applicant's Representative: Maura Ziska Esq] [Architectural Review Commission Recommendation: Implementation of the proposed variances will not cause negative architectural impact to the subject property. Carried 7-0.] [The Architectural Review Commission approved the project as presented. Carried 7-0.]

Ex parte communication was disclosed by Council Member President Zeidman, Council President Pro Tem Lindsay, and Council Member Crampton.

Zoning Manager Castro provided staff comments.

Attorney Maura Ziska reviewed photos showing the grass, which was real grass, not artificial turf, and the proposed sun protection. She described the requested variance for the pagoda.

There was no public comment.

Motion made by Council Member Crampton and seconded by Council President Zeidman that Variance Z-21-00357 shall be granted and find in support thereof that all criteria applicable to this application as set forth in Section 134.201(a) items 1 through 7 have been met, and providing that the property owner did voluntarily commit that prior to the issuance of a building permit to either provide a recorded utility easement or an easement agreement satisfactory to the town that ensures a recorded easement will be granted if necessary to underground utilities in the area. Motion carried unanimously, 4-0.

1. **Z-21-00358 SITE PLAN REVIEW WITH VARIANCE(S)** Zoning District: B-A Beach Area The application of 1540SOCEANLLC (STEVEN KIRSCH, MANAGING DIRECTOR), applicant, relative to property located at **1540 S OCEAN BLVD**, legal description on file, is described below. Section 134-843(b): Request for a Special Exception with Site Plan Review to allow the construction of a 10,284 square foot two story, single family residence on a non-conforming platted lot that is 16,151 square feet in area in lieu of the 20,000 square foot minimum required; 145.53 feet In depth in lieu of the 150 foot minimum depth required; and 112.53 feet in width in lieu of the 125 foot minimum depth required in the R-A Zoning District. Section 134-2: a variance to allow a point of measurement of 21.42 ft NAVD in lieu of the 18.87 ft NAVD maximum allowed for the building height plane calculation. [Applicant's Representative: Maura Ziska Esq] [The Architectural Review Commission approved the project at their June 23, 2021 meeting. Carried 6- 1.]

Ex parte communication was disclosed by Council Members Crampton, Cooney, Council President Pro Tem Lindsay and Council President Zeidman.

Maura Ziska, attorney for the owner, introduced the project and stated it had been redesigned to no longer require any variances. She added the site plan review was still required because the lot was non-conforming.

Jason Skinner, Dailey, Janssen Architects, reviewed the site plan, and presented the architectural plans for the project.

Zoning Manager Castro provided staff comments. He noted a

6-foot hedge was required for the parking in the front of the property as a condition of approval; if not the applicant would need to request a variance. Mr. Skinner agreed to the 6-foot hedge.

Council Member Crampton asked why there were two curb cuts. Mr. Skinner explained it would provide a safer exit. Council Member Crampton noted all residents on Ocean View had complained about the two curb cuts.

Council President Pro Tem Lindsay asked staff about the curb cuts. Zoning Manager Castro explained how the second curb cut was not needed.

Mayor Moore felt the center curb cut was a necessity and did not feel anxiety over the two requested curb cuts.

Council President Zeidman commented it was lost on her why there was so much concern from residents about two curb cuts.

Council Member Araskog agreed there should not be two curb cuts.

Public Comment

Lindsay DuGan spoke on behalf of her mother, Edith Cary at 114 Oceanview Road (west of the home). She expressed concern with the number of trucks using this street.

Motion made by Council President Pro Tem Lindsay and seconded by Council President Zeidman that Site Plan Z-21-00358 be approved based upon the finding that the approval of the Site Plan will not adversely affect the public interest; that the Council certifies that the specific zoning requirements governing the individual use have been met and that satisfactory provision and arrangement have been met concerning Section 134-329 items 1 through 11, and providing that the property owner did voluntarily commit that prior to the issuance of a building permit to either provide a recorded utility easement or an easement agreement satisfactory to the town that ensures a recorded easement will be granted if necessary to underground utilities in the area, and with only one curb cut. Motion carried unanimously, 4-0.

2. New Business

- a. **Z-21-00355 SITE PLAN REVIEW** Zoning District: C-TS Town Serving Commercial The application of CARRIAGE HOUSE PROPERTIES PARTNERS LLC (JOSHUA LEVY, DIRECTOR), Applicant, relative to property located at **205 ROYAL PALM WAY**, legal description on file, is described below. Section 134 1112: Request by the applicant for site plan

review modification to the property as follows: 1. Add new pavers along the north property line, next to the Carriage House Club, to accommodate valet and Club access for off-site parking as previously approved. 2. Add new landscaping along the north property line. 3. Add a new concrete block wall enclosure with gates at the northwest corner of the property for trash and future undergrounding transformer. 4. Add new sliding access gates in existing perimeter site wall for two future underground transformers. 5. Add new louvered access panels and gates to enclose opening on north side of building to enclose mechanical equipment. [Applicant's Representative: Maura Ziska Esq] [The Landmarks Preservation Commission approved this project at their June 16, 2021 meeting. Carried 7-0.]

Ex parte communication was disclosed by Council Members Cooney, Crampton, Council President Zeidman, Mayor Moore, and Council President Pro Tem Lindsay.

Maura Ziska, attorney for the owner, explained the zoning requests and presented the project.

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

Zoning Manager Castro provided staff comments, and stated Maura Ziska was to provide off-street parking contracts for 205 and 230 Royal Palm Way to Town Attorney Randolph, and he was not sure that was done. Ms. Ziska indicated that she had not yet provided these documents done.

Motion was made by Council Member Cooney and seconded by Council Member Crampton that Site Plan Z-21-00355 be approved based upon the finding that the approval of the Site Plan will not adversely affect the public interest; that the Council certifies that the specific zoning requirements governing the individual use have been met and that satisfactory provision and arrangement have been met concerning Section 134-329 items 1 through 11, and providing that the property owner did voluntarily commit that prior to the issuance of a building permit to either provide a recorded utility easement or an easement agreement satisfactory to the town that ensures a recorded easement will be granted if necessary to underground utilities in the area, subject to providing private parking contracts to be reviewed and approved by the Town Attorney Randolph within 30 days. Motion carried unanimously, 4-0.

- b. **Z-21-00360 VARIANCE(S)** Zoning District: R-B Low Density Residential The application of MICHAEL & PAMELA CLINE, Applicants, relative to property located at **936 N LAKE WAY**, legal description on file, is described below. Section 134 893(7): The applicant is requesting a variance for a

north side yard setback of 5.5 feet in lieu of 12.5 foot minimum required for a one-story structure in the R B Zoning District for a new pool cabana. [Applicant's Representative: Maura Ziska Esq] [Architectural Review Commission Recommendation: Implementation of the proposed variance will not cause negative architectural impact to the subject property. Carried 4-3.] [The Architectural Review Commission approved the project at their June 23, 2021 meeting. Carried 5-2.]

Ex parte communication was disclosed by Council Members Cooney, Araskog, Crampton, Council President Zeidman, Council President Pro Tem Lindsay and Mayor Moore.

Maura Ziska, attorney for the owner, explained the zoning requests and presented the project.

Michael Perry, MP Design & Architecture, presented the architectural plans for the proposed project.

Zoning Manager Castro felt the hardship was unclear.

Council Member Araskog recalled the ARCOM meeting and asked staff's recollection of the project. Assistant Director Murphy commented his primary recollection was the design introduced a very symmetrical rear pool and buttress by pavilions and that the existing line and structure in and of itself was not symmetrical or on an axis, so the new design was forcing symmetry and balance to a design that was not originally composed that way.

Council President Pro Tem Lindsay requested dimensions of the new pool, which were provided, and discussed by Mr. Perry.

Council Member Crampton asked about massing compared to other houses. Ms. Ziska discussed the hardship.

Mayor Moore asked about the symmetrical design.

Council Member Araskog thought an umbrella could be placed on one side and have one cabana. She stated she would like to see a different solution. She did not believe there was a hardship.

There was no public comment.

Motion made by Council Member Araskog that Variance Z-21-00360 be denied for the reasons that the application did not meet the criteria set forth in Section 134.201(a) items 1 through 7, and there was no hardship for this variance. Motion failed for lack of a second.

The architect was asked how far he could move the cabana, and reduce the size. Mr. Perry responded with possible solutions. Council President Pro Tem Lindsay suggested making the pool smaller. Mayor Moore noted a portion of the variance was due to the solid wall to accommodate the neighbor. Council Member Araskog commented they could lose one cabana, and the pool

could be smaller.

Motion made by Council President Pro Tem Lindsay and seconded by Council Member Cooney that Variance Z-21-00360 be deferred to the August 11, 2021 meeting to come back if they were unable to remove the variance. Motion carried 4-1, with Council Member Araskog opposed.

- c. **Z-21-00361 VARIANCE(S)** Zoning District: R-C Medium Density Residential The application of GARY PURUCKER (CONTRACT PURCHASER), Applicant, relative to property located at **334 CHILEAN AVE**, legal description on file, is described below. Section 134 948: A request for a variance to construct a new 5,270 square foot, two story residence, on a non conforming lot with a lot area of 9,384 sq. ft. in lieu of the 10,000 sq. ft. minimum required in the R-C Zoning District. [Applicant's Representative: Maura Ziska Esq] [The Architectural Review Commission deferred the project to their July 28, 2021 meeting. Carried 4-2.] Staff Recommends a Deferral to the August 11, 2021 Meeting.

This item was deferred to the August 11, 2021 meeting at approval of the Agenda.

- d. **Z-21-00362 SPECIAL EXCEPTION** Zoning District: C-TS Commercial Town Serving The application of FLAGLER HOLDINGS NORTH CAROLINA INC (ALEX GILMURRY, VICE PRESIDENT), Applicant, relative to property located at **3 VIAFLAGLER**, legal description on file, is described below. Section 134-1113: Request to modify the previously approved Special Exception to allow a second story in the C-TS Zoning District by adding a 297 square foot pergola over the south balcony of building Three (3 Via Flagler) fronting Royal Poinciana Way. [Applicant's Representative: Maura Ziska Esq] [The Architectural Review Commission approved the project at their June 23, 2021 meeting. Carried 4-2.]

Ex parte communication was disclosed by Council Members Cooney, Araskog, Crampton, Council President Zeidman, Council President Pro Tem Lindsay and Mayor Moore.

Maura Ziska, attorney for the owner, explained the zoning requests and presented the project.

Jason Skinner, Dailey, Janssen Architects, presented the architectural plans for the proposed project.

Mayor Moore reported seeing precedent for this request.

Zoning Manager Castro stated staff had no comments.

There was no public comment.

Motion made by Council Member Cooney and seconded by Council Member Crampton, that Special Exception Z-21-00362 shall be granted based upon the finding that such grant will not adversely affect the public interest and that the applicable criteria set forth in Section 134-229 of the Town Code have been met, and providing that the property owner did voluntarily commit that prior to the issuance of a building permit to either provide a recorded utility easement or an easement agreement satisfactory to the town that ensures a recorded easement will be granted if necessary to underground utilities in the area. Motion carried unanimously, 4-0.

Please Note: A lunch break was taken at 12:56 p.m. The meeting reconvened at 1:43 p.m. At this time, Council Member Araskog joined the meeting in person.

- e. **Z-21-00363 VARIANCE(S)** Zoning District: R-B Low Density Residential The application of SUSAN G. PAPAS, Applicant, relative to property located at **147 DUNBAR RD**, legal description on file, is described below. Section 134 2 (b) A request to build a 7,610 square foot (under air) two (2) story single family home with a variance to allow the point of measurement for calculating the maximum cubic content ratio (CCR) to be at Eleven and 85/100th feet (11.85') NAVD (North American Vertical Datum) in lieu of Eleven and 05/100th feet (11.05') NAVD required by code. [Applicant's Representative: Francis X. J. Lynch, Esq] [Architectural Review Commission Recommendation: Implementation of the proposed variances will not cause negative architectural impact to the subject property. Carried 6-0.] [The Architectural Review Commission approved the project at their June 23, 2021 meeting. Carried 6-0.]

Ex parte communication was disclosed by Council Members Cooney, Araskog, Crampton, Council President Zeidman, Council President Pro Tem Lindsay and Mayor Moore.

Frank Lynch, attorney for the owner, explained the zoning requests and presented the project. The western neighbor, Mr. Richter, had written a letter of support.

Zoning Manager Castro provided staff comments.

Tom Kirchoff, Kirchhoff and Associates, pointed out on the original site plan all the grades that would have to be cut down approximately 6 inches all around the property and soil hauled off the property.

Discussion ensued regarding the grade.

Council President Pro Tem Lindsay commented the house to the west had received the same variance a year ago and she was inclined to grant this variance.

Council Member Cooney supported the variance. Council President Zeidman supported the variance.

There was no public comment.

Motion made by Council Member Cooney and seconded by Council President Pro Tem Lindsay, that Variance Z-21-00363 shall be granted and find in support thereof that all criteria applicable to this application as set forth in Section 134.201(a) items 1 through 7 have been met, and providing that the property owner did voluntarily commit that prior to the issuance of a building permit to either provide a recorded utility easement or an easement agreement satisfactory to the town that ensures a recorded easement will be granted if necessary to underground utilities in the area. During discussion of the motion Council Member Araskog asked what the difference in elevation would be if this were granted, to which the response was 3 to 4 inches. Motion carried unanimously, 5-0.

- f. **Z-21-00364 VARIANCE(S)** Zoning District: R-B Low Density Residential The application of JONATHAN & CAROLINE SACK, Applicants, relative to property located at **8 WINDSOR CT**, legal description on file, is described below. A request for a variance to replace the pool cabana roof with a new copper roof, replace the trellis porch with a new copper roof, and replace the existing canopy at the breezeway with a new slate tile roof to match the existing which will result in the following variance requests: Section 134-893 (11): A request for a variance of lot coverage of 27.6 percent in lieu of 24.7 existing and 25 percent maximum allowed in the R B Zoning District. Section 134-893 (13). A request for a variance for cubic content ratio ("CCR") of 3.89 in lieu of 3.61 existing CCR and the 3.80 maximum CCR allowed in the R-B Zoning District. [Applicant's Representative: Maura Ziska Esq] [Architectural Review Commission Recommendation: Implementation of the proposed variances will not cause negative architectural impact to the subject property. Carried 7-0.] [Architectural Review Commission approved the project at the June 23, 2021 meeting, with an architectural feature to return to the July 28, 2021 meeting. Carried 7-0.]

Ex parte communication was disclosed by Council Members Cooney, Araskog, Crampton, Council President Zeidman, Council President Pro Tem Lindsay and Mayor Moore.

Maura Ziska, attorney for the owner, explained the zoning requests and presented the project.

Michael Perry, MP Architecture and Design, presented the architectural plans for the proposed project.

Zoning Manager Castro provided staff comments.

Council Member Araskog commented she had a problem with the 3% lot coverage credit, then when another owner wanted to enclose a space they had even more lot coverage.

Council Member Cooney commented on the half roof hard surface and half awning and stated he would be prepared to move forward with a deed restriction not to enclose the pool cabana and breezeway. Mr. Perry agreed.

Mayor Moore thought the awning roof should be covered and a deed restriction required.

Motion made by Council Member Cooney and seconded by Council President Zeidman that Variance Z-21-00364 shall be granted and find in support thereof that all criteria applicable to this application as set forth in Section 134.201(a) items 1 through 7 have been met, and providing that the property owner did voluntarily commit that prior to the issuance of a building permit to either provide a recorded utility easement or an easement agreement satisfactory to the town that ensures a recorded easement will be granted if necessary to underground utilities in the area, and this approval shall be subject to the recording of a deed restriction that the pool cabana and breezeway shall never be enclosed with glass and air conditioning. Motion carried 4-1, with Council Member Araskog opposed.

Council President Pro Tem Lindsay asked that this issue be looked at, and Zoning Manager Castro offered the solution of not giving a bonus. Council President Zeidman commented Director Bergman was making a list and asked that he determine when to put this issue on the agenda.

- g. **Z-21-00365 VARIANCE(S)** Zoning District: R-B Low Density Residential The application of LEONORA A. CALLAHAN, Applicant, relative to property located at **625 ISLAND DR**, legal description on file, is described below. Section 62 74. A variance request to allow a new 510 square foot platform boatlift to the west of the marginal dock with six pilings to support the lift that will be located 27.12 feet from the seawall in lieu of the six foot maximum allowed. [Applicant's Representative: Maura Ziska Esq]

Ex parte communication was disclosed by Council Members Cooney, Araskog, Crampton, Council President Zeidman, Council President Pro Tem Lindsay and Mayor Moore.

Maura Ziska, attorney for the owner, explained the zoning requests and presented the project.

Zoning Manager Castro provided staff comments.

Council Member Araskog asked about the location of the proposed lift as well as the width. Ms. Ziska discussed the dimensions of the platform boat lift. Mr. Castro discussed the reasons that the variance was needed.

Council Member Cooney supported the request.

There was no public comment.

Motion made by Council President Pro Tem Lindsay and seconded by Council Member Cooney that Variance Z-21-00365 shall be granted and find in support thereof that all criteria applicable to this application as set forth in Section 134.201(a) items 1 through 7 have been met. Motion carried unanimously, 5-0.

- h. **Z-21-00366 SPECIAL EXCEPTION WITH SITE PLAN REVIEW** Zoning District: C-WA Worth Avenue
The application of COJIMAR PALM BEACH (JOSEPH HERNANDEZ & CHARLES MASSON, PRINCIPALS), Applicant, relative to property located at **150 WORTH AVE, SUITE: 234**, legal description on file, is described below. Section 134-1159 (b): A request for special exception approval to operate a new restaurant at 150 Worth Avenue Suite 234, called "Cojimar Palm Beach", which will replace the previous restaurant "Hai House". The new restaurant will occupy the same square footage (5,243) and have the same number of total seats (151). The applicant agrees to be bound by all previous conditions of approval. [Applicant's Representative: Maura Ziska Esq]

Ex parte communication was disclosed by Council Members Cooney, Araskog, Crampton, Council President Zeidman, Council President Pro Tem Lindsay and Mayor Moore.

Maura Ziska, attorney for the owner, explained the zoning requests and presented the project.

Joe Hernandez provided his background and described the proposed restaurant that was inspired by Ernest Hemmingway. Charles Masson explained the concept of the restaurant and his father's dream of opening a restaurant in Palm Beach.

Zoning Manager Castro provided staff comments.

Council Member Crampton commented this would add to the diversity of restaurants and if successful it would be great for the Town.

Council Member Cooney welcomed the new business.

Council Member Araskog was excited but asked about the 3 a.m. closing on New Year's Eve, and 1 a.m. otherwise. Mr. Castro commented this restaurant was not close to a residential area.

Council President Pro Tem Lindsay commented this was terrific and the restaurants that failed in that location did not have good food. She discussed the outdoor seating program being adopted by the Town.

Mayor Moore commented on the garbage problem. Mr. Masson commented he had been one of the first to install refrigeration for garbage in a restaurant, and he wanted the kitchen to be so clean guests could visit it.

Council President Zeidman felt they would not have a difficult time in that location because of their reputation for excellence.

Motion made by Council Member Crampton and seconded by Council Member Araskog that Special Exception Z-20-00366 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, with the condition that the applicant meet all previous conditions of approval of previous restaurants at this location including the condition that the applicant is to return to Town Council one year after opening. Motion carried unanimously, 5-0.

Motion was made by Council Member Crampton and seconded by Council President Pro Tem Lindsay that Site Plan Z-20-00366 be approved based upon the finding that the approval of the Site Plan will not adversely affect the public interest; that the Council certifies that the specific zoning requirements governing the individual use have been met and that satisfactory provision and arrangement have been met concerning Section 134-329 items 1 through 11. Motion carried unanimously, 5-0.

- i. **Z-21-00367 VARIANCE(S)** Zoning District: R-B Low Density Residential The application of THE SOCIETY OF THE FOUR ARTS, INC (PHILIP B. RYLANDS, PRESIDENT & CEO), Applicant, relative to property located at **100 FOUR ARTS PLZ**, legal description on file, is described below.

Section 134-893(b) (1) The Society of the Four Arts ("Applicant") requests a variance to allow the reduction in the north street side yard setback to feet 18 ft. in lieu of the 35 ft. minimum required for the installation of a 6 ft. 4 inch sculpture. The Applicant proposes to install the sculpture in the Donnell Terrace which is an open space plaza on the north side of the Dixon Educational Building. [Applicant's Representative: Harvey E Oyer III Esq] [Landmarks Preservation Commission Recommendation: Implementation of the proposed variances will not cause negative architectural impact to the subject property. Carried 7-0.] [The Landmarks Preservation Commission approved the project at their June 16, 2021 meeting. Carried 7-0.]

Ex parte communication was disclosed by Council Members Cooney, Araskog, Crampton, Council President Zeidman, Council President Pro Tem Lindsay and Mayor Moore.

Harvey E. Oyer III, attorney, stated he was joined by Dr. Philip Rylands, President and CEO of The Society of the Four Arts. He explained the zoning requests and presented the project.

Dr. Rylands provided information regarding the sculpture and the sculptor, Giampaolo Seguso.

Zoning Manager Castro provided staff comments.

Council Member Cooney confirmed with Mr. Castro that a variance would not be needed for a smaller size of under 6 feet.

Mayor Moore felt this was an appropriate spot for viewing by members of the Four Arts and expressed appreciation for the donation.

Council Member Crampton agreed with Mayor Moore and thanked the Four Arts for their complete request.

Council President Zeidman was grateful for the sculpture and the history provided by Dr. Rylands.

Council Member Araskog asked for a condition for a hedge to remain. Mr. Oyer explained the reasons for the hardship.

Council President Pro Tem Lindsay liked the sculpture and the location.

Motion made by Council Member Crampton and seconded by Council Member Araskog that Variance Z-21-00367 shall be granted and find in support thereof that all criteria applicable to this application as set forth in Section 134.201(a) items 1 through

7 have been met, and providing that during the time the statue is on this location that hedges of the same size and height remain. Motion carried unanimously, 5-0.

- j. **Z-21-00368 VARIANCE(S)** Zoning District: R-B Low Density Residential The application of PETER D. GARVY, Applicant, relative to property located at **300 CHERRY LN**, legal description on file, is described below. A request to raise an existing 6 foot high retaining wall on the east side of the property along North Lake way by 2 feet that would allow the wall to be 8 foot high in lieu of the 6 foot maximum allowed. [Applicant's Representative: Kevin Asbacher] [Architectural Review Commission Recommendation: Implementation of the proposed variances will not cause negative architectural impact to the subject property. Carried 7-0.] [Architectural Review Commission approved the project at the June 23, 2021 meeting. Carried 7-0.]

Ex parte communication was disclosed by Council Members Cooney, Araskog, Council President Zeidman, Council President Pro Tem Lindsay and Mayor Moore.

Sharon Healy, Asbacher Architects, presented the project and discuss the zoning requests.

Zoning Manager Castro made staff comments.

Council Member Araskog pointed out the 2-foot difference in wall height viewed from North Lake Way. The hedge would be 8' outside the wall so the wall would not be visible.

There was no public comment.

Motion made by Council Member Cooney and seconded by Council President Zeidman that Variance Z-21-00368 shall be granted and find in support thereof that all criteria applicable to this application as set forth in Section 134.201(a) items 1 through 7 have been met, and providing that the property owner did voluntarily commit that prior to the issuance of a building permit to either provide a recorded utility easement or an easement agreement satisfactory to the town that ensures a recorded easement will be granted if necessary to underground utilities in the area, and subject to the new Podocarpus hedge being at 8 feet tall at time of installation. Motion carried unanimously, 5-0.

- k. **Z-21-00369 SITE PLAN REVIEW WITH VARIANCE(S)** Zoning District: R-D(2) High Density Residential The application of PARK PLACE INC, (DANA ENRIQUEZ, MANAGER), Applicant, relative to property located at **369 SLAKE DR**, legal description on file, is described below. Section 134-1052 (4): The

Park Place Co-op is requesting a site plan modification to allow the construction of a new 467 square foot building to enclose a 400 KW generator with a 3,000 gallon fuel tank. The generator building is proposed to be adjacent to the pool deck in the middle of the property and will replace an existing storage shed that will be demolished to make room for the new building. The following variance is being requested in order to _construct the new generator building: Section 134-1060(9)d: request for lot coverage of 41.8 percent in lieu of the 41.3 percent existing and 40 percent maximum allowed in the R-D(2) Zoning District. [Applicant's Representative: Maura Ziska Esq] [Architectural Review Commission Recommendation: Implementation of the proposed variances will not cause negative architectural impact to the subject property. Carried 7-0.] [Architectural Review Commission approved the architectural portion of the project at the June 23, 2021 meeting, but deferred the site plan and the landscape plans to the July 28, 2021 meeting. Carried 7-0.]

This item was deferred to the August 11, 2021 meeting at approval of the Agenda.

1. **Z-21-00370 VARIANCE(S)** Zoning District: R-A Estate Residential The application of GOLDEN CRATE LLC (MATTHEW RIZIK, OFFICER AND AUTHORIZED REPRESENTATIVE), Applicant, relative to property located at **100 EL BRAVO WAY**, legal description on file, is described below. Section 134-1728(c) A request to use an existing seven foot (7.0') concrete block masonry finished site wall (said height is measured from the adjoining neighbor's existing grade) with a zero foot (0.0') setback at the property line as one (1) of the three (3) walls required for the enclosure of a cooling tower in lieu of a three (3) sided wall with the 15.0' setback required by code in the R-A Zoning District. Said existing site wall exceeds the height of the proposed cooling tower. [Applicant's Representative: Francis X.J. Lynch, Esq]

Ex parte communication was disclosed by Council Members Cooney, Araskog, Crampton, Council President Zeidman, Council President Pro Tem Lindsay and Mayor Moore.

Frank Lynch and Tom Kirchoff represented the applicant.

Mr. Lynch presented the variance request and reviewed the plans.

Mr. Kirchoff added that a garage had been torn down and a sunken equipment yard added which was below grade. They were asking for removal of a wall between two pieces of equipment so that they could more easily be maintained.

Zoning Manager Castro addressed the reason for the wall.

Council Member Cooney felt this would provide screening to the abutting property while meeting the intent behind the code.

Council President Pro Tem Lindsay commented this was below grade so she did not find it hard to grant the variance.

Council Member Araskog asked why the code was changed. Mr. Castro responded because of noise and the height of some cooling towers, and he did not believe a situation like this had ever been contemplated.

Mr. Lynch discussed the hardship for the request.

In answer to Council Member Crampton, Mr. Lynch stated there were no other variances on this property.

Council Member Araskog confirmed the variance was only for the wall.

Architect Kirchoff confirmed their client voluntarily landmarked this property. Council Member Cooney recalled this property had been denied landmarking by the previous owner and it was a blessing that this owner had voluntarily done so,

There was no public comment.

Motion made by Council President Pro Tem Lindsay and seconded by Council Member Araskog that Variance Z-21-00370 shall be granted and find in support thereof that all criteria applicable to this application as set forth in Section 134.201(a) items 1 through 7 have been met, and providing that the property owner did voluntarily commit that prior to the issuance of a building permit to either provide a recorded utility easement or an easement agreement satisfactory to the town that ensures a recorded easement will be granted if necessary to underground utilities in the area. Motion carried unanimously, 5-0.

X. ORDINANCES

A. First Reading

1. ORDINANCE 16-2021 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, As Follows: At Article I, In General, Section 134-2, Creating A Definition For Outdoor Café Seating; At Article VI, District Regulations, Sections 134-791, 134-841, 134-891, 134-946, 134-1001 And 134-1053, Accessory Structures, In The R-AA, R-A, R-B, R-C, R-D(1) And R-D(2) Residential Districts By Allowing Only One Dock On A

Property And Cross Referencing The Setback And Other Dimensional Requirements For A Dock In Sections 62-74, 62-75 And 134-1697 Of The Code; At Section 134-1053, Accessory Uses, By Eliminating As An Accessory Use Administrative Approval Of Outdoor Seating In The R-D(2) Residential District; Section 134-1055, Special Exception Uses, By Changing From Outdoor Seating To Outdoor Cafe Seating Related To Hotels, Condo Hotels And Dining Rooms And Cross Referencing Sections 134-2104 Through 134-2108 Related To Requirements And Conditions Allowing Said Seating; Section 134- 1056, Stands, Seated Dining Areas And Open Counters For Eating And Drinking, By Eliminating Said Section In The R-D(2) District And Renumbering Subsequent Sections Of The Code; Section 134-1057, Accessory Structures, And 134-1057, Accessory Structures, In The R-D(2) Residential Districts By Allowing Only One Dock On A Property And Cross Referencing The Setback And Other Dimensional Requirements For A Dock In Sections 62-74, 62-75 And 134-1697 Of The Code; Sections 134-1108, 134-1158, 134-1208 And 134-1303, Accessory Uses, By Eliminating As An Accessory Use Administrative Approval Of Outdoor Seating In The C-TS, C-WA, C-OPI And C-B Commercial Zoning Districts; Sections 134-1109, 134-1159 And 134- 1259 Special Exception Uses In The C-TS, C-WA And C-PC Commercial Zoning Districts, By Changing Outdoor Seating To Outdoor Café Seating Only For Restaurants, Retail Specialty Food Including The Sale Of Prepared Food For Takeout Only And Private, Social, Swimming, Golf, Tennis And Yacht Clubs And Cross Referencing Sections 134-2104 Through 134-2108 Related To Requirements And Conditions Allowing Said Seating; Sections 134- 1111, 134-1161, 134-1210, 134-1260 And 134-1305, Stands, Seated Dining Areas And Open Counters For Eating And Drinking, By Eliminating Those Sections In The C-TS, C-WA, C-OPI, C-Pc And C-B Commercial Zoning Districts And Renumbering Subsequent Sections Of The Code; Section 134-1304, Special Exception Uses, In The C-B Commercial Zoning District By Changing Outdoor Seating To Outdoor Café Seating For Only Hotels, Condo-Hotels And Dining Rooms And Cross Referencing Sections 134-2104 Through 134- 2108 Related To Requirements And Conditions Allowing Said Seating; Section 134-1209, Special Exception Uses In The C-OPI Commercial District By Changing Outdoor Seating To Outdoor Café Seating For Only Restaurants, Excluding Formula Restaurants As Defined In Section 134-2 And Dining Rooms And Cross Referencing Sections 124-2104 Through 134-2108 Related To Requirements And Conditions Allowing Said Seating; At Article VIII, Supplementary District Regulations, Section 134-1697, Buildings And Structures Over Lake Worth, By Clarifying That There Is An Exception For Town- Owned Landing Docks And Piers On Municipal Property, Providing For Only One Pier Or Landing Dock And Cross Referencing The Requirements For A Pier Of Landing Dock In Sections 62-74 And 62- 75 Of The Code; By Eliminating Division 14, Administrative Approval Of Outdoor Seating In Its Entirety And Creating A New Division 14, Section 134-2104 Through 134-2109, Conditional Approval Of A Special Exception For

Sidewalk And/Or Private Property Outdoor Café Seating Only For Restaurants, Excluding Formula Restaurants As Defined In Section 134-2, Dining Rooms, Retail Specialty Food Including The Sale Of Prepared Food For Takeout Only, And Private, Social, Swimming, Tennis, And Yacht Clubs, Providing Conditions And Requirements; Fees And Security Deposit; Application Requirements; Standards And Criteria For Special Exception And Outdoor Café Permit And Review; Requirements For Liability And Insurance, Providing That Retail Specialty Food Uses Including The Sale Of Prepared Food For Takeout Only That Is Under 2,000 Square Feet Gross Leasable Area Can Request An Additional Eight Seats Over The Inside Capacity; Provisions For Denial, Revocation And/Or Suspension Of Approval Of An Outdoor Café Seating Permit And Appeal Procedure For Denial, Suspension Or Revocation; Providing For Severability; Providing For Repeal Of Ordinances In Conflict; Providing For Codification; Providing An Effective Date.

Town Attorney Randolph announced the LPA had recommended approval of adoption of this Ordinance subject to certain amendments that had been made by Zoning Manager Castro. The changes were reviewed.

Town Attorney Randolph read Ordinance 16-2021 on first reading by title only.

Council President Pro Tem Lindsay asked if there were hours for outdoor seating. Zoning Manager Castro explained that would be done on a case-by-case basis.

Council Member Crampton asked the definition of ‘formula restaurant’. Mr. Castro explained it was a chain of three or more.

Zoning Manager Castro clarified the changes.

Motion made by Council Member Crampton and seconded by Council President Pro Tem Lindsay to approve Ordinance 16-2021 as amended on first reading by title only. Motion carried unanimously, 5-0.

During discussion of the expiration of COVID outdoor seating, Council Member Cooney suggested to provide for continuity of restaurants having outdoor seating by giving them a little more time of COVID seating to allow a period to submit an application within the new deadlines so that they don’t have to shut it down and then open again. The code would become effective September 13. Discussion ensued. Director Bergman suggested a letter to the restaurants informing them the time line of Council, the adoption date, what the new program looked like, and the fees. Council President Zeidman agreed. Assistant Director James Murphy suggested sending a letter sooner than later to restaurants letting them know that an ordinance was changing regulating outdoor café seating on private property and in public rights-of-way, and at a date to be determined COVID seating will expire. The Town was urging them to contact Planning Zoning and Building to determine the timeline as well as to get knowledge of the appropriate outdoor café regulations that were going to be in progress, and then give them the

opportunity to apply to Town Council in October, November or December. Mr. Castro recommended stating a date in December when COVID seating would end.. Council President Zeidman requested the letter be sent before second reading.

Mr. Murphy also suggested a second letter after second reading stating the Town was reaching out to provide assistance with COVID seating ending. Council President Pro Tem Lindsay suggested holding two workshops early in the process to answer questions. Director Bergman suggested a virtual workshop. Some restaurants were already approved for outdoor seating.

2. ORDINANCE 17-2021 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 As Follows: At Article III, Bulkheads, And Pierheads On Lake Worth, Section 62-74, Bulkheads, Landing Docks And Piers To Accord With Plat; Waivers And Variances, To Allow One Pier Or Landing Dock And To Provide A Maximum Width Of A Pier Or Landing Dock; At Section 62-75, Construction Specification To Identify That One Pier Or Landing Dock Is Permitted And That The Maximum Width Of A Pier Or Landing Dock Is 30% Of The Lot Width, Six Feet From The Mean High Water Line Or Bulkhead Line, Whichever Is Furthest East, And Not More Than 10 Feet In Width When Past Said Six Feet; At Section 62-74.2, Exemptions By Correcting The Exemption For Town Owned And Operated Docks Is Exempt From The Chapter And Not The Section Of The Code; Providing For Severability; Providing For Repeal Of Ordinances In Conflict; Providing For Codification; Providing An Effective Date.

Town Attorney Randolph announced the LPA had recommended approval of adoption of this Ordinance subject to certain amendments that had been made by Zoning Manager Castro. The changes were reviewed.

Town Attorney Randolph read Ordinance 17-2021 on first reading by title only.

Motion made by Council Member Araskog and seconded by Council Member Crampton to approve Ordinance 17-2021 as amended by Mr. Castro on first reading by title only. Motion carried unanimously, 5-0.

Council Member Cooney added to the Zoning Study list to study the requirement for a 6-foot hedge hiding parking areas, and the 3% bonus for awning and trellises. Council Member Araskog also wanted to add that extra feet in back yard could be set forward that was a guarantee.

XI. ADJOURNMENT

The meeting was adjourned at 4:26 p.m. without benefit of a motion or roll call.

APPROVED:

Margaret Zeidman, Town Council President

ATTEST:

Kelly Churney, Administrative Specialist

TOWN OF PALM BEACH

Town Council Meeting on: August 10, 2021

Section of Agenda

Minutes

Agenda Title

Approval of Major Matters Considered by the Architectural Review Commission at its Meetings of July 28-29, 2021.

Presenter

Wayne Bergman, Director of Planning, Zoning and Building

ATTACHMENTS:

- ▣ **Memorandum Dated August 4, 2021 from Wayne Bergman, Director of Planning, Zoning and Building**
- ▣ **Minutes of the Architectural Review Commission Meeting of July 28-29, 2021**

TOWN OF PALM BEACH

Information for Town Council Meeting on: August 11, 2021

To: Mayor and Town Council

Via: Kirk Blouin, Town Manager

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

Re: Approval of the Architectural Commission Meeting Minutes of July 28, 2021

Date: August 4, 2021

STAFF RECOMMENDATION

Staff recommends that the Town Council approve the major items that were approved by ARCOM at the regularly scheduled meeting of July 28, 2021.

BOARD OR COMMISSION RECOMMENDATION

The Architectural Commission recommends that the Town Council approve the major items that were considered at the regularly scheduled meeting of July 28, 2021.

GENERAL INFORMATION

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

Attachment

kmc



TOWN OF PALM BEACH

PLANNING, ZONING AND BUILDING DEPARTMENT

MINUTES OF THE REGULAR ARCHITECTURAL REVIEW COMMISSION MEETING HELD ON WEDNESDAY, JULY 28, 2021

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

I. **CALL TO ORDER**

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

II. **ROLL CALL**

Michael B. Small, Chairman	PRESENT
John David Corey, Vice Chairman	PRESENT
Alexander C. Ives, Member	PRESENT
Maisie Grace, Member	PRESENT (arrived at 9:04 a.m.)
Betsy Shiverick, Member	PRESENT
Jeffrey Smith, Member	PRESENT
Thomas Kirchhoff, Member	PRESENT
Katherine Catlin, Alternate Member	PRESENT
Dan Floersheimer, Alternate Member	PRESENT
Richard F. Sammons, Alternate Member	PRESENT via Zoom

Staff Members present were:

Wayne Bergman, Director of Planning, Zoning and Building
James G. Murphy, Assistant Director of Planning, Zoning and Building
Paul Castro, Zoning Manager
Sarah Pardue, Planner II
Kelly Churney, Secretary to the Architectural Review Commission
John Randolph, Town Attorney

III. **PLEDGE OF ALLEGIANCE**

Chairman Small led the Pledge of Allegiance.

IV. **RULES OF ORDER AND PROCEDURE**

Mr. Small stated that everyone must wear a mask for anyone attending the meeting in person due to the current upsurge of COVID. Mr. Small thanked the staff for their

assistance in setting up the meeting. Mr. Small continued with procedural information and comments regarding the upcoming meeting. Mr. Small thanked staff for their assistance in preparation of the meeting. Mr. Small discussed an article in the Wall Street Journal that discussed the beautiful homes in Palm Beach.

- V. **APPROVAL OF THE MINUTES FROM THE JUNE 23, 2021 MEETING**
Motion made by Mr. Corey and seconded by Mr. Ives to approve the minutes from the June 23, 2021 meeting as amended. Motion carried unanimously, 7-0.

VI. **APPROVAL OF THE AGENDA**

Mr. Small announced the following changes to the agenda:

Deferral of B-019-2021, 101 Nightingale Trail to the August 25, 2021 meeting
Deferral of B-024-2021, 240 Mockingbird Trail to the August 25, 2021 meeting
Deferral of B-031-2021, 130 Algoma Rd to the September 29, 2021 meeting
Deferral of B-034-2021, 905 N. Ocean Blvd to the August 25, 2021 meeting
Deferral of B-039-2021, 200 Bahama Lane to the August 25, 2021 meeting
Deferral of B-050-2021, 334 Chilean Avenue to the August 25, 2021 meeting
Deferral of B-053-2021, 8 Windsor Ct. to the August 25, 2021 meeting
Deferral of B-058-2021, 1020 N. Lake Way to the August 25, 2021 meeting
Deferral of B-062-2021, 215 Via Tortuga to the August 25, 2021 meeting
Deferral of B-068-2021, 267 Dunbar Rd. to the August 25, 2021 meeting
Deferral of B-074-2021, 246 Eden Road to the August 25, 2021 meeting
Deferral of A-064-2021, 3140 S. Ocean Blvd. to the August 25, 2021 meeting
Withdrawal of A-020-2021, 150 Worth Avenue
Deferral of the Clarification Hearing of 1045 S. Ocean Blvd. to the August 25, 2021 meeting

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

VII. **PROJECT REVIEW**

A. **CONSENT AGENDA OF MINOR PROJECTS**

1. **A-078-2021 Modifications**

Address: 389 S. Lake Drive, 1-D

Applicant: Dinah Fulton

Professional: Harold Smith/Smith and Moore Architects, Inc.

Project Description: Replace first floor screened enclosure with glass enclosure.

2. **A-080-2021 Modifications**

Address: 262 Park Ave.

Applicant: Automotive Management & Consulting, LLC (Patricia Dean, Member)

Professional: Campany Roofing

Project Description: Remove existing shake roof tile and replace with new .032 aluminum, 1.75" snap lock, 18" standing seam metal panel with Kynar Finish.

3. A-082-2021 Modifications
Address: 221 Ocean Terrace
Applicant: James & Elizabeth Bonner
Professional: Dustin Mizell/Environment Design Group
Project Description: Existing wood fence, gate, dry stack wall, front entry path, and steps to be demolished and replaced with new entry steps, path and low retaining wall. Existing pool deck to be removed and replaced with lawn. Associate landscape improvements.
4. A-083-2021 Modifications
Address: 223 Queens Lane
Applicant: Jason Paterniti and Nicole Watson
Professional: Dustin Mizell/Environment Design Group
Project Description: Modifications to previously approved hardscape. Associated landscape improvements.
5. A-088-2021 Landscape/Hardscape
Address: 1255 N. Lake Way
Applicant: Elizabeth Lange
Professional: Mario Nievera/Nievera Williams Design
Project Description: Front yard landscape removals and new landscape layout. Existing driveway and entry paving to remain.
6. A-092-2021 Modifications
Address: 150 El Vedado Rd.
Applicant: 150 El Vedado Rd LLC (Thomas DelBosco)
Professional: LaBerge & Menard, Inc.
Project Description: Remove garage door on west elevation, add new impact rated French doors to match existing. Modify windows on South elevation, change one window to a door.
7. A-094-2021 Modifications
Address: 161 E. Inlet Drive
Applicant: Richard H. Bauer
Professional: Kyle Fant/Bartholemew + Partners
Project Description: Single family residence like for like window and garage door placement. Updated garage door design and material. Select windows to have new muntins and decorative shutters. Paint color to be updated.
8. ARC-21-018 Modifications
Address: 615 N. County Road
Applicant: Lewis and Alice Sanders
Professional: Jeffery Smith/Smith Architectural Group
Project Description: Updated details for the scrollwork at the entry and service gates from the previously approved entry and service gates. Entry gate has been

reduced in height from 17'-6" to 15'-1 ¼" and the service gates has been reduced from 8'-2 ¼" to 7'-7".

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

B. DEMOLITIONS AND TIME EXTENSIONS

1. B-066-2021 Demolition

Address: 411 Brazilian Avenue

Applicant: Holy Union PB LTD (Sean Sheridan)

Professional: SKA Architect + Planner

Project Description: Demolition of existing structure.

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

Mr. Small asked if the owner did voluntarily agree to dedicate a utility easement supporting the undergrounding project subject to the satisfaction of the Town. Mr. Clavijo agreed to the easement.

Daniel Clavijo, SKA Architect + Planner, presented the architectural plans proposed for the demolition of the existing structure.

Keith Williams, Nievera Williams Design, presented the landscape and hardscape plans proposed for the demolition.

Mr. Small requested confirmation that the professionals would install a screen or leave the landscape around the border of the property. Mr. Williams confirmed this statement.

Mr. Small called for public comments. There were no comments heard at this time.

Mr. Small called for staff comment. There were no comments heard at this time.

Mr. Ives inquired if the owner considered requesting a Historically Significant Building designation for this property. Mr. Clavijo responded.

Mr. Corey was in favor of the landscape plan.

Ms. Shiverick argued that this home was in fair condition, not poor condition as stated in the report. Mr. Clavijo responded.

Mr. Floersheimer inquired about the plan for the Ficus on the borders. Mr. Williams stated that the Ficus would remain during construction.

Please note: Ms. Grace left the room at 9:15 a.m. Ms. Catlin voted her in absence.

Motion made by Mr. Corey and seconded by Mr. Ives that the proposed demolition of 411 Brazilian Avenue has met the conditions listed in Sec. 18-206 of the Town's code of ordinances, and to approve the demolition as presented with the condition to sod and irrigate the property within 30 days and adhere to the Town's screening requirements. Motion carried unanimously, 7-0. This application was approved with the condition that prior to the issuance of a building permit, the applicant shall either dedicate and record a utility easement, or enter into an agreement ensuring said easement, if necessary to facilitate utility undergrounding in the area.

2. B-067-2021 Demolition

Address: 253 El Pueblo Way

Applicant: 253 El Pueblo Way LLC (Peter Wittich, Manager)

Professional: MHK Architecture & Planning

Project Description: Demolition of existing house, hardscape, pool, and select landscape material. Perimeter landscape material to remain. Sod, irrigation and screening as required.

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

Mr. Small asked if the owner did voluntarily agree to dedicate a utility easement supporting the undergrounding project subject to the satisfaction of the Town. Ms. Forrest agreed to the easement.

Caroline Forrest, MHK Architecture & Planning, presented the architectural plans proposed for the demolition of the existing structures, landscape and hardscape.

Mr. Small called for public comments. There were no comments heard at this time.

Mr. Small called for staff comments. Mr. Murphy discussed Mr. Sammons' prior involvement with the project and after discussion with Town Attorney Randolph, he recommended Mr. Sammons' recuse himself from the project.

At this time, Mr. Sammons declared a conflict of interest with this project and recused himself from this project.

Mr. Ives discussed the Historically Significant Building designation option and wondered if the owner would be interested. Ms. Forrest responded.

Ms. Shiverick thought the existing home was charming and was sorry to see it demolished. She thought the home appeared in good condition. She hoped the replacement home would be just as charming.

Mr. Corey inquired about the status of the perimeter landscaping. Ms. Forrest responded. Mr. Corey thought the plan was acceptable and screening the front was not necessary.

Ms. Catlin thought that any plantings should be installed after the demolition.

Mr. Smith expected the replacement house to be of excellent quality.

Mr. Small agreed with Mr. Smith and Ms. Shiverick.

Motion made by Mr. Corey and seconded by Ms. Catlin that the proposed demolition of 253 El Pueblo Way has met the conditions listed in Sec. 18-206 of the Town's code of ordinances, and to approve the demolition as presented with the condition to sod and irrigate the property within 30 days and adhere to the Town's screening requirements. Motion carried unanimously, 7-0. This application was approved with the condition that prior to the issuance of a building permit, the applicant shall either dedicate and record a utility easement, or enter into an agreement ensuring said easement, if necessary to facilitate utility undergrounding in the area.

3. B-069-2021 Demolition

Address: 256 Mockingbird Trail

Applicant: M2B Properties LLC (Gregory L. Palmer, Agent)

Professional: Gregory L. Palmer/Harrison Design

Project Description: Demolition of the existing one-story residence, pool, and all existing hardscape.

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

Mr. Small asked if the owner did voluntarily agree to dedicate a utility easement supporting the undergrounding project subject to the satisfaction of the Town. Mr. Palmer agreed to the easement.

Mr. Palmer presented the architectural plans proposed for the demolition of the existing structures.

Steve West, Parker Yannette Design Group, presented the landscape and hardscape plans proposed for the demolition.

Mr. Small called for public comments. There were no comments heard at this time.

Mr. Small called for staff comment. There were no comments heard at this time.

Mr. Floersheimer inquired about the Ficus on the landscape plan and inquired about the plans for this Ficus. Mr. West responded.

Motion made by Mr. Corey and seconded by Ms. Catlin that the proposed demolition of 256 Mockingbird Trail has met the conditions listed in Sec. 18-206 of the Town's code of ordinances, and to approve the demolition as presented with the condition to sod and irrigate the property within 30 days and adhere to the Town's screening requirements. Motion carried unanimously, 7-0. This application was approved with the condition that prior to the issuance of a building permit, the applicant shall either dedicate and record a utility easement, or enter into an agreement ensuring said easement, if necessary to facilitate utility undergrounding in the area.

4. B-073-2021 Demolition

Address: 620 N. Lake Way

Applicant: Robert Lazarowitz & Cobey Rapaport

Professional: Jacqueline Albarran

Project Description: Demolition of existing one story house, pool, patios and driveway. Existing perimeter landscaping remains. New irrigated lawn as per code.

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

Mr. Small asked if the owner did voluntarily agree to dedicate a utility easement supporting the undergrounding project subject to the satisfaction of the Town. Ms. Albarran agreed to the easement.

Ms. Albarran presented the architectural plans proposed for the demolition of the existing structures.

Keith Williams, Nievera Williams Design, presented the landscape and hardscape plans proposed for the demolition.

Mr. Small called for public comments. There were no comments heard at this time.

Mr. Small called for staff comment. There were no comments heard at this time.

Mr. Corey inquired about the existing concrete wall. Ms. Albarran responded.

Motion made by Mr. Corey and seconded by Mr. Ives that the proposed demolition of 620 N. Lake Way has met the conditions listed in Sec. 18-206 of the Town's code of ordinances, and to approve the demolition as presented with the condition to sod and irrigate the property within 30 days and adhere to the Town's screening requirements. Motion carried unanimously, 7-0. This application was approved with the condition that prior to the issuance of

a building permit, the applicant shall either dedicate and record a utility easement, or enter into an agreement ensuring said easement, if necessary to facilitate utility undergrounding in the area.

5. B-076-2021 Demolition

Address: 1090 S. Ocean Blvd.

Applicant: 1090 S Ocean LLC (Nedim Soylemez)

Professional: Harold Smith/Smith and Moore Architects, Inc.

Project Description: Demolition of a one-story residence, one story detached garage, hardscape and landscape

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

Mr. Small asked if the owner did voluntarily agree to dedicate a utility easement supporting the undergrounding project subject to the satisfaction of the Town. Ms. Lehman agreed to the easement.

Angela Lehman, Smith and Moore Architects, Inc., presented the architectural plans proposed for the demolition of the existing structures.

Keith Williams, Nievera Williams Design, presented the landscape and hardscape plans proposed for the demolition.

Mr. Small called for public comments. There were no comments heard at this time.

Mr. Small called for staff comment. There were no comments heard at this time.

Mr. Floersheimer stated that there would be a lot of construction in the area for the next several years. He suggested that the sites work together to coordinate truck parking.

Motion made by Ms. Shiverick and seconded by Ms. Catlin that the proposed demolition of 1090 S. Ocean Blvd. has met the conditions listed in Sec. 18-206 of the Town's code of ordinances, and to approve the demolition as presented with the condition to sod and irrigate the property within 30 days and adhere to the Town's screening requirements. Motion carried unanimously, 7-0. This application was approved with the condition that prior to the issuance of a building permit, the applicant shall either dedicate and record a utility easement, or enter into an agreement ensuring said easement, if necessary to facilitate utility undergrounding in the area.

Please note: Ms. Grace returned to the meeting at 9:59 a.m.

6. B-077-2021 Demolition

Address: 730 N. County Rd.

Applicant: Aaron W. Ford

Professional: Harold Smith/Smith and Moore Architects, Inc.

Project Description: Demolition of a one-story residence, hardscape and landscape.

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

Mr. Small asked if the owner did voluntarily agree to dedicate a utility easement supporting the undergrounding project subject to the satisfaction of the Town. Ms. Lehman agreed to the easement.

Angela Lehman, Smith and Moore Architects, Inc., presented the architectural plans proposed for the demolition of the existing structures.

Keith Williams, Nievera Williams Design, presented the landscape and hardscape plans proposed for the demolition.

Mr. Small called for public comments. There were no comments heard at this time.

Mr. Small called for staff comment. There were no comments heard at this time.

Mr. Floersheimer thanked the professional for addressing the unity of title.

Motion made by Ms. Shiverick and seconded by Mr. Smith that the proposed demolition of 730 N. County Rd. has met the conditions listed in Sec. 18-206 of the Town's code of ordinances, and to approve the demolition as presented with the condition to sod and irrigate the property within 30 days and adhere to the Town's screening requirements. Motion carried unanimously, 7-0. This application was approved with the condition that prior to the issuance of a building permit, the applicant shall either dedicate and record a utility easement, or enter into an agreement ensuring said easement, if necessary to facilitate utility undergrounding in the area.

7. B-078-2021 Demolition

Address: 635 Crest Road

Applicant: Lili C. Monell/The Lili C. Monell Trust – 2012 (Ambrose K. Monell, Trustee)

Professional: Harold Smith/Smith and Moore Architects, Inc.

Project Description: Demolition of a one-story guest house, pool, hardscape and landscape.

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

Mr. Small asked if the owner did voluntarily agree to dedicate a utility easement supporting the undergrounding project subject to the satisfaction of the Town. Ms. Lehman agreed to the easement.

Angela Lehman, Smith and Moore Architects, Inc., presented the architectural plans proposed for the demolition of the existing structures.

Keith Williams, Nievera Williams Design, presented the landscape and hardscape plans proposed for the demolition.

Mr. Small called for public comments. There were no comments heard at this time.

Mr. Small called for staff comment. There were no comments heard at this time.

Ms. Shiverick inquired about the any possible plans for a garden. Mr. Williams responded.

Motion made by Mr. Kirchhoff and seconded by Ms. Grace that the proposed demolition of 635 Crest Rd. has met the conditions listed in Sec. 18-206 of the Town's code of ordinances, and to approve the demolition as presented with the condition to sod and irrigate the property within 30 days and adhere to the Town's screening requirements. Motion carried unanimously, 7-0. This application was approved with the condition that prior to the issuance of a building permit, the applicant shall either dedicate and record a utility easement, or enter into an agreement ensuring said easement, if necessary to facilitate utility undergrounding in the area.

C. MAJOR PROJECTS – OLD BUSINESS

1. B-019-2021 Modifications

ARCOM TO MAKE RECOMMENDATIONS RELATIVE TO VARIANCE(S)

Address: 101 Nightingale Trail

Applicant: 04TST101 Nightingale LLC (Brian Libman, Manager)

Professional: Brooks & Falotico Associates, LLP

Project Description: Exterior alterations and interior renovations to two-story single family residence; revised fenestration on all elevations; reframe portions of existing roof to accommodate new fenestration height and replace existing roof tiles; renovate entry portico, frame for second floor roof deck, and face with coquina; new Dutch gables at courtyard elevations; renovate pool terrace and incorporate new retaining walls; remove existing driveway and install new hardscape and landscape.

ZONING INFORMATION: Section 134-893(13): The applicant is proposing to construct a 70 square foot one story bathroom addition and two Dutch gables that will be added to the courtyard elevations of the pool cabana and kitchen which will increase the cubic content ratio ("CCR") to 5.24 in lieu of the 5.01 existing CCR and the 3.9 maximum CCR allowed in the R-B Zoning District.

A motion carried at the March meeting to defer the project to the April 28, 2021 meeting to address the comments of the Commissioners, which included the identity and character of the home, the front entry, the fenestration, the shutters, the balconies and glass railings. A motion carried at the April meeting to defer the project for one month, to the May 26, 2021 meeting, to restudy the gables, fenestration and in accordance with the comments of the Commission. A motion carried at the May meeting to defer the project to the June 23, 2021 meeting at the request of the professionals. A motion carried at the June meeting to defer the project to the July 28, 2021 meeting at the request of the professionals.

Please note: This project was deferred to the August 25, 2021 meeting at the Approval of the Agenda, Item VI.

2. B-024-2021 Demolition/New Construction

Address: 240 Mockingbird Trail

Applicant: Lee Fensterstock

Professional: Patrick Segraves/SKA Architect + Planner

Project Description: Demolition of existing one story structure. New construction of two story single family house in island style, approximately 5400 s.f. Final landscape and hardscape included.

A motion carried at the March meeting to approve the demolition. A second motion carried at the March meeting to defer the project to the April 28, 2021 meeting to address the comments of the Commissioners, which included adding some identity to the home, the fenestration, a restudy of the landscaping and pedestrian gate, and to return with a north, east, west and south cross section of the landscaping. A motion carried at the April meeting to defer the project to the May 26, 2021 meeting to restudy the size of the bay windows on the front elevation, to change the roof pitch to 5/12, to remove 12 inches in the second floor, to change the laundry room to a single window, and the French doors over the front entrance will be changed as previously proposed. A motion carried at the May meeting to defer the project to the June 23, 2021 meeting for a restudy of the home design. A motion carried at the June meeting to defer the project to the July 28, 2021 meeting at the request of the professional.

Please note: This project was deferred to the August 25, 2021 meeting at the Approval of the Agenda, Item VI.

3. B-031-2021 Demolition/New Construction

ARCOM TO MAKE RECOMMENDATIONS RELATIVE TO SPECIAL EXCEPTION WITH SITE PLAN REVIEW WITH VARIANCE(S)

Address: 130 Algoma Rd.

Applicant: 130 Algoma, LLC (Lee Fensterstock)

Professional: SKA Architect + Planner

Project Description: Demolition of existing one story house while preserving existing garage and finish floor. New construction of two story classical house, approx. 6,448 sq. ft. Final landscape and hardscape.

A motion carried at the April meeting to defer the demolition for one month, to the May 26, 2021 meeting, to allow the Commissioners to receive a proper demolition report and landscape demolition plan. A second motion carried at the April meeting to defer the entire project, including the new construction, to the May 26, 2021 meeting. A motion carried at the May meeting to approve the demolition request as presented. A second motion carried at the May meeting to defer the project to the June 23, 2021 meeting for a restudy in accordance with the comments from Mr. Castro and the Commissioners, to include style, floor height and garage orientation. A motion carried at the June meeting to defer the project to the July 28, 2021 meeting for a complete redesign backed on the comments from the Commissioners.

ZONING INFORMATION: Section 134-229: Section 134-329 and Section 134-843(b): Special Exception with Site Plan Review to allow the construction of a new two story 6,448.55 square foot residence while preserving the existing one story nonconforming garage on a lot with an area of 15,708 square feet in lieu of the 20,000 square foot minimum required; a lot depth of 142.33 feet in lieu of the 150 foot minimum required; and a lot width of 111.89 in lieu of the 125 foot minimum required; all in the R-A Zoning District. The following variances are being requested: 1) Section 134-843(8): to allow the existing east side yard setback to remain at 8.75 feet in lieu of the 15 foot minimum required to keep the existing non-conforming garage. 2) Section 134-843(7): to allow a building height plane setback to be 46.1 feet in lieu of the 48.33 foot minimum setback required.

Please note: This project was deferred to the September 29, 2021 meeting at the Approval of the Agenda, Item VI.

4. B-034-2021 Additions/Modifications

Address: 905 N. Ocean Blvd.

Applicant: 905 N. Ocean LLC (Maura Ziska)

Professional: LaBerge and Menard

Project Description: Guest house addition and new landscape/hardscape.

A motion carried at the April meeting to defer the project to the May 26, 2021 meeting for restudy, particularly how the home fits onto the lot. A motion carried at the May meeting to defer the project to the June 23, 2021 meeting at the request of the professional. A motion carried at the June meeting to defer the project to the July 28, 2021 meeting at the request of the professional.

Please note: This project was deferred to the August 25, 2021 meeting at the Approval of the Agenda, Item VI.

5. B-039-2021 Demolition/New Construction

Address: 200 Bahama Lane

Applicant: 200 Bahama Lane, LLC (Maura Ziska)

Professional: SKA Architect + Planner

Project Description: Demolition of existing one story house. New construction of two story classical style house, approx. 5,856 sq. ft. Final landscape and hardscape included.

A motion carried at the May meeting to approve the demolition of the existing home as requested. A second motion carried to defer the project for two months to the July 28, 2021 meeting for an entire restudy.

Please note: This project was deferred to the August 25, 2021 meeting at the Approval of the Agenda, Item VI.

6. B-042-2021 New Construction

ARCOM TO MAKE RECOMMENDATIONS RELATIVE TO SITE PLAN REVIEW WITH VARIANCE(S)

Address: 1080 S. Ocean Blvd.

Applicant: Todd Glaser

Professional: LaBerge & Menard Inc.

Project Description: New two story home with pool cabana. House will have clay barrel tile roof, smooth stucco painted Manchester tan.

ZONING INFORMATION: Section 134-843(b): Request for Site Plan Review to allow the construction of a 9,485 square foot two-story, single family residence on a non-conforming platted lot that is 17,567 square feet in area in lieu of the 20,000 square foot minimum required in the R-A Zoning District.

A motion carried at the May meeting to defer the project to the June 23, 2021 meeting to restudy in accordance with the comments of the Commissioners, including the fenestration, balconies, chimneys, corner entry, rear loggia and orientation of garage doors. A motion carried at the June meeting to defer the project to the July 28, 2021 meeting, specifically to consider the comments of the Commissioners on the following items: the tower corner, the second floor doors on the tower, the colors, reinstate the small window on the west side, the pool, the terrace steps and garage doors.

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

Daniel Menard, LaBerge & Menard Inc., presented the architectural modifications proposed for the new residence. He announced there were no further changes to the landscape.

Mr. Small called for public comments. There were no comments heard at this time.

Mr. Small called for staff comment. There were no comments heard at this time.

Ms. Grace was in favor of many of the changes. She inquired about the color of the glass. Mr. Menard responded. Ms. Grace suggested to add shutters on the

small windows at the west elevation due to the empty wall space. Mr. Menard responded. She inquired the placement of the columns in the courtyard. Mr. Menard explained the design. Ms. Grace inquired about the material of the garage doors. Mr. Menard stated they were wood impact door. Ms. Grace did not believe they were befitting of the quality of the home; she suggested Mahogany doors.

Ms. Shiverick agreed with Ms. Grace regarding the garage door; she suggested a Cypress stain. Mr. Menard agreed with the suggestion. She agreed that shutters would be appropriate on the west elevation. She also inquired if the Commission suggested more trees on the east elevation; she suggested adding more palms on the east side.

Christopher Cawley, Christopher Cawley Landscape Architecture, responded to Ms. Shiverick's suggestion.

Mr. Kirchhoff agreed with the suggestion about the garage doors and thought they should appear as carriage doors. He also suggested removing the pergola.

Mr. Corey agreed with the previous comments. He thought that the landscaping should be unified on the corner and thought the plan was somewhat disjointed. He thought one side was more formal than the other side. He suggested breaking the façade on the south elevation so that the rustication could stop at a more appropriate place on the home.

Mr. Floersheimer thought there were too many columns on the west façade. He suggested making the terrace a bit smaller to clean up the columns. He agreed with the previous comments regarding the garage doors.

Ms. Grace agreed that more trees should be added to the South Ocean side.

Please note: Mr. Sammons stated he had a previous conflict of interest for this project and recused himself from the conversation.

Motion made by Mr. Corey and seconded by Ms. Grace deferred the project for one month, to the August 25, 2021 meeting, to address the comments made by the Commissioners.

Mr. Murphy provided comments on the one-month deferral recommendation.

Motion carried unanimously, 7-0.

Please note: The Commission took a short morning break at 10:32 a.m. The meeting resumed at 10:46 a.m.

7. B-048-2021 New Construction
Address: 224 S. Ocean Blvd.

Applicant: Armen Manoogian

Professional: Jose A. Gonzalez/Gonzalez Architects

Project Description: Proposed work includes the construction of a new 836 square foot, one story detached, four car garage and driveway. Also, the siding and all trim of the existing adjacent guest house will be repainted to match the main house.

A motion carried at the May meeting to defer the project to the June 23, 2021 meeting in accordance with the comments from the Commissioners, with a specific request to bring a view of the colonnade from the south. A motion carried at the June meeting to defer the project to July 28, 2021 meeting to consider an alternative design for the garage.

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

Mr. Small asked if the owner did voluntarily agree to dedicate a utility easement supporting the undergrounding project subject to the satisfaction of the Town. Mr. Gonzalez agreed to the easement.

Mr. Gonzalez presented the modifications for the proposed garage structure.

Mr. Small called for public comments. There were no comments heard at this time.

Mr. Small called for staff comment. Mr. Murphy provided staff comments.

Mr. Gonzalez indicated there was an error in the plans and the proposed driveway would be the grasscrete rather than the white gravel.

Ms. Grace liked the proposal over the previous proposal. She questioned if the professional considered placing two garage bays in the carriage house and two additional spaces in a separate structure. Mr. Gonzalez responded. Ms. Grace questioned the grasscrete and wondered if a different layout would have a better appearance. Ms. Grace questioned the plans for the space to the east of the garage. Mr. Gonzalez responded.

Ms. Shiverick liked the proposal. She stated she initially was not in favor of the four doors but now supported the request. She was in favor of grasscrete but suggested a more scalloped design to soften the area. Mr. Gonzalez responded. She suggested using the Coconut Palms to follow the design of the grasscrete. Mr. Gonzalez responded and stated his team did study the suggestion and would defer the preference of the Commission.

Mr. Corey was very happy with the plan. He questioned the windows for the north façade, second floor of the carriage house. He suggested breaking the plane of the of the western garage bay. Mr. Gonzalez agreed to the change and stated he could

break the plan on both end garage bays. Mr. Corey inquired about the entrance to the rear apartment. Mr. Gonzalez explained the design.

Mr. Kirchhoff questioned the detailing of the north elevation. He suggested a long eyebrow across the entire section of the façade. Mr. Gonzalez responded. Mr. Kirchhoff explained a concern with the design of the west garage. Mr. Gonzalez responded. Mr. Kirchhoff also added that he did not believe the pergola was in keeping with the rest of the home.

Mr. Smith agreed with Mr. Corey in his suggestion of breaking the plane of the two end bays. He also agreed that the windows on the north façade were over scaled. He provided a few design suggestions for the colonnade.

Ms. Catlin was in favor of the design. She liked the suggestion to stagger the palms and recessing the end garage bays.

Mr. Floersheimer agreed with Ms. Catlin.

Mr. Sammons thought the proposal was a huge improvement but agreed the colonnade was a foreign element. He suggested changing the element to a pergola.

Mr. Small thought the change would enhance the beauty of the neighborhood. His concern was the west garage bay and thought it was a bit disruptive in the design. Mr. Small inquired if any consideration was given to removing the furthest western bay. Mr. Gonzalez responded and spoke about the age of the structure.

Ms. Shiverick inquired if the colonnade could be converted into a pergola, as Mr. Sammons had suggested. She provided further suggestions for a design. Mr. Gonzalez responded.

Motion made by Mr. Corey and seconded by Ms. Grace to approve the project as presented with the following conditions: the east and west garage bays will be stepped back from the north façade, the windows on the second floor, north façade will remain in the existing size, the palms between the home and garage will be staggered along the grasscrete, the colonnade will be restudied and considered as a pergola structure, with the element returning to the Commission for approval at the August 25, 2021 meeting. Motion carried unanimously, 7-0. This application was approved with the condition that prior to the issuance of a building permit, the applicant shall either dedicate and record a utility easement, or enter into an agreement ensuring said easement, if necessary to facilitate utility undergrounding in the area.

8. B-050-2021 New Construction

ARCOM TO MAKE RECOMMENDATIONS RELATIVE TO VARIANCE(S)

Address: 334 Chilean Ave.

Applicant: GW Purucker JV Contract Purchaser (Maura Ziska)

Professional: MP Design & Architecture, Inc.

Project Description: A new two-story house, two-car garage with new pool, landscape, hardscape on a vacant lot.

A motion carried at the June meeting to defer the project to the July 28, 2021 meeting to consider the comments of the Commissioners which included the study of changing the orientation of the house, adding more native landscaping, the fenestration and possibly changing the design style to Mediterranean Revival.

ZONING INFORMATION: Section 134-948: A request for a variance to construct a new 5,270 square foot, two story residence, on a non-conforming lot with a lot area of 9,384 sq. ft. in lieu of the 10,000 sq. ft. minimum required in the R-C Zoning District.

Please note: This project was deferred to the August 25, 2021 meeting at the Approval of the Agenda, Item VI.

9. B-053-2021 Modifications

ARCOM TO MAKE RECOMMENDATIONS RELATIVE TO VARIANCE(S)

- Done 6/23/21

Address: 8 Windsor Ct.

Applicant: Mr. & Mrs. Jonathan Sack (Maura Ziska)

Professional: MP Design & Architecture, Inc.

Project Description: Existing breezeway modifications to replace existing awning with new cooper roof. Existing pool cabana modifications to replace existing roof and awning with new copper roof. Existing open porch modifications to replace exiting trellis with new copper roof.

A motion carried at the June meeting that implementation of the proposed variances will not cause negative architectural impact to the subject property. A second motion carried to approve the project as presented with the removal of the rear trellis and to return to the July 28, 2021 meeting with an alternate design of a roof over the two doors on the north elevation.

Please note: This project was deferred to the August 25, 2021 meeting at the Approval of the Agenda, Item VI.

10. B-055-2021 Additions/Modifications

Address: 251 Tangier Ave.

Applicant: The Tangier 251 Trust (Francis & Zoe L'Esperance, Trustees)

Professional: Tod Elliot Sikkenga/Wadia Associates

Project Description: Renovations and small addition to existing residence. 158 SF second floor addition. Small addition to 1st and second floor totaling 307 SF. All new impacted-rated French doors and windows. All new terracotta barrel tile roofing. New swimming pool, landscape, and hardscape. New generator and outdoor mechanical units. Miscellaneous aesthetic improvements to exterior elevations.

A motion carried at the June meeting to approve the architectural portion of the project as presented with the landscape portion of the project to return to the July 28, 2021 meeting for a restudy of the screening of the garage and the gates.

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

Mr. Small asked if the owner did voluntarily agree to dedicate a utility easement supporting the undergrounding project subject to the satisfaction of the Town. Mr. Wong agreed to the easement.

Fernando Wong, Fernando Wong Outdoor Living Design, presented the landscape and hardscape modifications proposed for the site.

Mr. Small called for public comments. There were no comments heard at this time.

Mr. Small called for staff comment. There were no comments heard at this time.

Ms. Grace was happy with the changes and thought the narrower driveway was an improvement.

Mr. Floersheimer inquired about the trellis on the north elevation. Mr. Wong responded.

Motion made by Ms. Shiverick and seconded by Ms. Grace to approve the project as presented. Motion carried unanimously, 7-0. This application was approved with the condition that prior to the issuance of a building permit, the applicant shall either dedicate and record a utility easement, or enter into an agreement ensuring said easement, if necessary to facilitate utility undergrounding in the area.

11. B-057-2021 New Construction

ARCOM TO MAKE RECOMMENDATIONS RELATIVE TO SITE PLAN REVIEW WITH VARIANCE(S) - Done 6/23/21

Address: 369 S. Lake Dr.

Applicant: Park Place Inc. (Frank P. Slattery)

Professional: Ralph Cantin Architect, Inc.

Project Description: New generator building in parking area to replace existing storage shed.

A motion carried at the June meeting to approve the architectural portion of the project but to defer the site plan and the landscape plans to the July 28, 2021 meeting.

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

Mr. Small asked if the owner did voluntarily agree to dedicate a utility easement supporting the undergrounding project subject to the satisfaction of the Town. Mr. Brown agreed to the easement.

Mr. Murphy discussed the zoning requests and indicated the approval needed from the Commissioners.

Scott Brown, Landscape Architecture Design, presented the landscape and hardscape modifications proposed for the site.

Mr. Small called for public comments. There were no comments heard at this time.

Mr. Small called for staff comment. There were no comments heard at this time.

Ms. Shiverick thought the vines looked nice and suggested using it on the western and southern elevations as well. Mr. Brown responded and discussed the reasons it was not feasible for those elevations.

Mr. Corey thought the plan worked fine and supported the project.

Motion made by Mr. Corey and seconded by Ms. Grace to approve the project as presented with adhering to the Town's screening requirements. Motion carried unanimously, 7-0. This application was approved with the condition that prior to the issuance of a building permit, the applicant shall either dedicate and record a utility easement, or enter into an agreement ensuring said easement, if necessary to facilitate utility undergrounding in the area.

12. B-058-2021 Demolition/New Construction

Address: 1020 N. Lake Way

Applicant: Mr. & Mrs. Kanders, Contract Purchaser (Maura Ziska)

Professional: MP Design & Architecture, Inc.

Project Description: Demolition of existing residence, including hardscape, landscape. Existing pool to remain. New two-story residence, new hardscape, new landscape, existing pool to be modified.

A motion carried at the June meeting to approve the demolition of the existing home as requested. A second motion deferred the hearing of the new construction to the July 28, 2021 meeting.

Please note: This project was deferred to the August 25, 2021 meeting at the Approval of the Agenda, Item VI.

13. B-061-2021 Demolition/New Construction

Address: 584 Island Dr.

Applicant: 584 Island, LLC (Carl M. Sabatello, Manager)
Professional: Roger Janssen/Dailey Janssen Architects
Project Description: Demolition of existing residence, hardscape, landscape and pool. Construction of a new two-story residence, landscape, hardscape and pool.

A motion carried at the June meeting to approve the demolition of the existing home as requested. A second motion carried to defer the project to the July 28, 2021 meeting to address the comments of the commissioners.

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

Mr. Small asked if the owner did voluntarily agree to dedicate a utility easement supporting the undergrounding project subject to the satisfaction of the Town. Ms. Rodebaugh agreed to the easement.

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

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

Mr. Small called for public comments. There were no comments heard at this time.

Mr. Small called for staff comment. Mr. Murphy provided staff comments.

Mr. West addressed Mr. Murphy's comments regarding the gate and the 18' vehicular setback.

Ms. Shiverick questioned the appropriateness of the gate for the immediate area and did believe it detracted from the design. She thought the north end gable looked extraneous. She thought the hip roof was better. She suggested adding plants to the central Dutch gable.

Ms. Grace was in favor of many of the changes. She questioned the style of architecture for its location on the island. She did not believe the gate fit into the neighborhood. She did not believe the gable worked on the east side and thought the loggia appeared heavy.

Mr. Smith thought the garage did not fit with the house; he suggested tucking the garage in to the house. He was not in favor of the roof on the garage.

Mr. Kirchhoff agreed with Ms. Shiverick on the east one-story gable. He also agreed with Mr. Smith's comments on the flat roof for the garage. He thought the garage roof should be a pitch roof.

Ms. Catlin liked the changes and was in favor of the home and whimsy. She was not in favor of the gate. She believed the home was appropriate for the area.

Mr. Sammons thought the scroll gables were gratuitous; he thought the house would be nicer with simple hip roofs. He thought the house design should be simpler and preferred a swinging gate over a sliding gate.

Mr. West stated he would accept a swinging gate and stated there were a number of other gates on the street. He stated he could work on the design for the gate.

Motion made by Mr. Kirchhoff and seconded by Mr. Corey to approve the project with the conditions: the gable on the one-story element, east side is removed, the roof over the garage is change to a pitch roof and to eliminate the vehicular gate, with the changes returning for approval at the August 25, 2021 meeting. Motion carried 5-2, with Mses. Shiverick and Grace were opposed. This application was approved with the condition that prior to the issuance of a building permit, the applicant shall either dedicate and record a utility easement, or enter into an agreement ensuring said easement, if necessary to facilitate utility undergrounding in the area.

14. B-062-2021 Additions/Modifications

Address: 215 Via Tortuga

Applicant: 215 Via Tortuga, LLC (Whitney Crane)

Professional: Tod E. Sikkenga/Wadia Associates

Project Description: Renovations and small addition to existing house (141 sf).

New enclosed pool pavilion (409 sf) Three new skylights. Maintain and paint existing roof tile. Modify existing swimming pool, landscape, and hardscape.

New generator and outdoor mechanical and pool equipment. Replace existing windows and doors, and new openings with impact resistant units. Miscellaneous improvements to exterior elevations.

A motion carried at the June meeting to defer the project to the July 28, 2021 meeting to address the comments of the commissioners.

Please note: This project was deferred to the August 25, 2021 meeting at the Approval of the Agenda, Item VI.

15. B-063-2021 Demolition/New Construction

Address: 280 Via Marila

Applicant: CJN P Holdings LLC (Daniel Pergola, Managing Member)

Professional: MP Design & Architecture, Inc.

Project Description: Demolition of an existing two-story structure. Proposal of a new two-story residence with rear facing two-car garage, new pool, hardscape and landscape.

A motion carried at the June meeting to approve the demolition of the existing home as requested. A second motion carried to defer the project to the July 28, 2021 meeting to address the comments of the commissioners.

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

Mr. Small asked if the owner did voluntarily agree to dedicate a utility easement supporting the undergrounding project subject to the satisfaction of the Town. Mr. Perry agreed to the easement.

Michael Perry, MP Design & Architecture, Inc., presented the architectural modifications proposed for the new residence.

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

Mr. Small called for public comments. There were no comments heard at this time.

Mr. Small called for staff comment. There were no comments heard at this time.

Mr. Grace questioned whether the design was too formal for the street. She thought Bahama shutters would look nice.

Mr. Corey did not believe this home would fit onto the street. He thought the house was too tall and bombastic. He thought the renderings were a problem and did not show the correct grade of the road. He stated the house was placed too far forward on the lot. He also thought the landscape plan was too bombastic as well.

Ms. Shiverick agreed with Mr. Corey and Ms. Grace. She thought this was a good opportunity to create a home befitting of the area. She thought the house was far too massive and formal. She suggested the front entrance needed a complete restudy and agreed that the home was too far forward on the site. She thought the entire home needed a complete restudy.

Ms. Catlin thought the proposed would tower over all of the neighboring home. While she thought the home was nice, it was not appropriate for the area. She thought the opportunity should be used to create a charming, befitting home.

Mr. Ives questioned if the rules and regulations of the Town were driving the height of the home. He thought the home was acceptable but thought the front entrance needed refinement. He thought the general approach was acceptable.

Mr. Smith agreed with many of the Commissioners. He thought the front entrance was out of scale.

Mr. Floersheimer asked for a site section.

Ms. Grace wanted to send a clear message that the style of home did not fit into the neighborhood and questioned whether a denial or deferral was more appropriate; if deferred, a complete redesign would be necessary.

Motion made by Ms. Grace and seconded by Mr. Corey to defer the project to the September 29, 2021 meeting, with the plans due to the Town by August 27, 2021, with a clear understanding that a complete redesign of the home was highly requested. Motion carried 5-2, with Ms. Shiverick and Mr. Smith opposed.

Please note: A lunch break was taken at 12:24 p.m. The meeting resumed at 1:20 p.m. Ms. Grace returned to the meeting at 2:00 p.m.

16. B-064-2021 Modifications

Address: 402 Primavera Ave.

Applicant: Thomas and Lillian O'Malley (Manuel Angles)

Professional: Manuel Angles/Angles Design Architecture

Project Description: To increase green areas and provide additional privacy, we are proposing the following: removal all existing parking paving in front of the residence and replace with sod, new plantings, and stepping-stones (to match existing). Provide a new continuous hedge along Primavera Avenue. Add a vehicular and a pedestrian gate at existing motor court to conceal garage doors and one pedestrian gate in front of main residence entry. All finishes to match existing.

A motion carried at the June meeting to defer the project to the July 28, 2021 meeting to address the comments of the commissioners.

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

Mr. Small asked if the owner did voluntarily agree to dedicate a utility easement supporting the undergrounding project subject to the satisfaction of the Town. Mr. Angles agreed to the easement.

Mr. Angles presented the architectural modifications proposed for the existing residence.

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

Mr. Small called for public comments. There were no comments heard at this time.

Mr. Small called for staff comment. There were no comments heard at this time.

Mr. Floersheimer inquired about the gate design. Mr. Angles responded. Mr. Floersheimer thought a more transparent gate would be more befitting. Mr. Angles discussed why the gate design was chosen. Mr. Floersheimer questioned whether it contributed to the beauty of the Town.

Ms. Shiverick inquired about the colors proposed for the project. Mr. Angles responded. Ms. Shiverick inquired about the width for the pedestrian gate proposed. Mr. Angles responded and explained the gate design. Ms. Shiverick questioned if the gate width should be reduced. A short discussion ensued on an appropriate width for the gate.

Mr. Corey inquired if a gate was proposed for the west driveway to which Mr. West replied, no. Mr. Corey stated that the plans should show the gate proposed for the motor court; he added that he supported at the motor court. He suggested that pilasters without a gate in the location of the proposed pedestrian gate may be more appropriate. He thought a deferral was appropriate for a restudy of the gates.

Mr. Small shared the concerns of Mr. Corey and Ms. Shiverick.

Motion made by Mr. Corey and seconded by Ms. Shiverick to defer the project for one month, to the August 25, 2021 meeting, to revise the gates as requested by the Commission. Motion carried 6-1, with Mr. Ives opposed.

At this time in agenda, the next item was skipped and was taken up on July 29, 2021 at 9:00 a.m.

17. B-065-2021 New Construction **TIME CERTAIN – 9:00 A.M. ON 7/29/21**
Address: 7 Ocean Lane
Applicant: 7 Ocean Lane, LLC (Nedim Soylemez, Manager)
Professional: Harold Smith/Smith and Moore Architects, Inc.
Project Description: New two-story residence with pool. Final hardscape and landscape.

A motion carried at the June meeting to defer the project to the July 28, 2021 meeting for a restudy in accordance with the comments of the Commissioners.

D. MAJOR PROJECTS – NEW BUSINESS

1. B-059-2021 Additions/Modifications
Address: 210 Wells Rd.
Applicant: 341 Garden Road OPCO LLC (Gregory Borchardt, Manager)
Professional: LaBerge & Menard Inc.
Project Description: 686 Sq. Ft. addition to add second floor to existing home.

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

Mr. Small asked if the owner did voluntarily agree to dedicate a utility easement supporting the undergrounding project subject to the satisfaction of the Town. Mr. Menard agreed to the easement.

Daniel Menard, LaBerge & Menard Inc., presented the architectural modifications proposed for the existing home.

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

Mr. Small called for public comments. There were no comments heard at this time.

Mr. Small called for staff comment. There were no comments heard at this time.

Ms. Shiverick inquired about the existing ceiling heights of the home and the proposed ceiling heights. Mr. Menard responded. Ms. Shiverick asked about access to the addition. Mr. Menard responded. Ms. Shiverick was happy with the landscape plan.

Ms. Catlin thought that the professional did a good job. She inquired, that while not in the scope of the proposed work, if one of the odd front, existing windows could be changed. Mr. Menard stated that the owner confirmed it could be changed.

Mr. Floersheimer confirmed the reduction of the garage bays. Mr. Menard responded.

Mr. Corey thought the project was well conceived and executed. He inquired about the change in the window for the garage. Mr. Menard responded and suggested a pair of double hung windows.

Mr. Small thought the changes would be interesting. Mr. Small inquired about the view to the west when walking down the street; he wondered if the view was too exposed. At Mr. Corey's suggestion, Mr. Mizell agreed to plant a green buttonwood tree to further obscure the view.

Motion made by Mr. Corey and seconded by Ms. Catlin to approve the project as presented with the conditions that a pair of double hung windows are added into the garage space, a green buttonwood tree is added to screen the garage doors from the street. Motion carried unanimously, 7-0. This application was approved with the condition that prior to the issuance of a building permit, the applicant shall either dedicate and record a utility

easement, or enter into an agreement ensuring said easement, if necessary to facilitate utility undergrounding in the area.

2. B-060-2021 New Construction

Address: 1480 N. Lake Way

Applicant: Southpaw Trust (Jennifer Stallone)

Professional: Tom Benedict/The Benedict Bullock Group PA

Project Description: Provide exterior modifications to existing residence including replacing metal windows and doors changing frame color from white to bronze, enlarging entry door, replacing loggia shutters with glass doors and providing bi-fold doors to enclose and air condition this room, add new windows to match existing window in master bedroom, adjust existing beam and remove two existing center columns on living room loggia, replace existing west library window with glass door/window assembly, expand cabana eastward 14' and add trellis, and provide modifications to existing vehicle gates at front entrances with associated landscape and hardscape improvements.

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

Mr. Small asked if the owner did voluntarily agree to dedicate a utility easement supporting the undergrounding project subject to the satisfaction of the Town. Mr. Benedict agreed to the easement.

Mr. Benedict presented the architectural modifications proposed for the existing home. Mr. Benedict showed the plan for the front door on the overhead projector.

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

Mr. Small called for public comments. There were no comments heard at this time.

Mr. Small called for staff comment. There were no comments heard at this time.

Ms. Shiverick inquired about the Ipe deck and whether it was existing. Mr. Mizell responded. Ms. Shiverick inquired about the paving material. Mr. Mizell responded. Ms. Shiverick expressed concern that some of the material choices, such as the paving and the bronze windows, took away from the Caribbean feel of the home. Mr. Mizell responded.

Mr. Corey thought the changes were acceptable with the exception of the gates; he thought they were not appropriate and provided some suggestions.

Mr. Smith was disturbed by the columns on the master bedroom terrace, second floor and the proposed removal of the column on the loggia below; he indicated he was opposed to this design.

Mr. Kirchhoff agreed with Mr. Smith and Mr. Corey's comments. He was in favor of the flat top gate rather than the curved gate.

Ms. Catlin was in favor of the changes and thought they were well thought out; but added she was not thrilled with the gates and would like them revisited.

Mr. Floersheimer expressed concern for the change in windows and the different material to be used. He inquired if the owners would consider the white windows.

Mr. Sammons was not in favor of the removal of the columns. He suggested that the vehicular gates were too wide. He was not in favor of the changes.

Mr. Small thought the gates were too heavy and foreboding. He thought a rendering or a photograph of the front door was necessary.

Motion made by Ms. Shiverick and seconded by Mr. Smith to defer the project for one month, to the August 25, 2021 meeting, to restudy the windows, gates, columns, and loggia and to return with a rendering of any doors and windows to be used. Motion carried unanimously, 7-0.

3. B-068-2021 New Construction

ARCOM TO MAKE RECOMMENDATIONS RELATIVE TO SITE PLAN REVIEW

Address: 267 Dunbar Road

Applicant: Michael S. Arlein, Trustee of the 267 Dunbar Road Trust (Maura Ziska)

Professional: SKA Architect + Planner

Project Description: New Construction of one and two story Mediterranean style house approximately 7,550 sq. ft. Final landscape and hardscape included.

ZONING INFORMATION: Section 134-893(c): Site Plan Review to allow the construction of a new two story 7,552 square foot single family residence on a non-conforming platted lot which is 98.5 feet in width in lieu of the 100 foot minimum width required in the R-B Zoning District.

Please note: This project was deferred to the August 25, 2021 meeting at the Approval of the Agenda, Item VI.

4. B-070-2021 Demolition

ARCOM TO MAKE RECOMMENDATIONS RELATIVE TO VARIANCE(S)

Address: 114 Seaspray Avenue

Applicant: Basil and Jan Vasiliou

Professional: Jeff Smith/Smith Architectural Group

Project Description: Demolition of an existing wood staircase and railing at the garage accessory building that is not code compliant and replace it with a new masonry stair with painted metal railing. Stair landing will be enclosed for new pool bath.

ZONING INFORMATION: Section 134-893 (9): The applicant is proposing to demolish the existing wood staircase and railing at the garage accessory building that is not code compliant and replace it with a new masonry staircase that will have a 42 square foot bathroom addition tucked below it. The following variances are being requested: 1) a rear yard setback of 2.4 feet for the new staircase in lieu of the 15 foot minimum rear yard setback required in the R-B Zoning District for a lot that is 12,060 square feet in area. 2) a rear yard setback of 2.4 feet for the new bathroom addition in lieu of the 10 foot minimum rear yard setback required in the R-B Zoning District.

Call for disclosure of ex parte communication: Disclosure by several members.
Please note: Jeff Smith declared a conflict of interest for the project and left the dais. It should be noted that Ms. Catlin voted in his absence.

Mr. Small asked if the owner did voluntarily agree to dedicate a utility easement supporting the undergrounding project subject to the satisfaction of the Town. Ms. Ziska agreed to the easement.

Maura Ziska, attorney for the owner, presented the variances requested and advocated for a positive recommendation to the Town Council.

Bill Nolan, Smith Architectural Group, presented the architectural modifications proposed for the existing residence.

Mr. Small called for public comments. There were no comments heard at this time.

Mr. Small called for staff comment. Mr. Murphy provided staff comments.

Mr. Corey stated he supported the variance. Mr. Corey inquired about the railing above the front door. Mr. Nolan responded.

Ms. Catlin thought the project turned out very well.

Motion made by Mr. Corey and seconded by Ms. Grace to approve the project as presented. Motion carried unanimously, 7-0. This application was approved with the condition that prior to the issuance of a building permit, the applicant shall either dedicate and record a utility easement, or enter into an agreement ensuring said easement, if necessary to facilitate utility undergrounding in the area.

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

5. B-071-2021 Modifications

ARCOM TO MAKE RECOMMENDATIONS RELATIVE TO SITE PLAN REVIEW WITH VARIANCE(S)

Address: 3450 S. Ocean Blvd.

Applicant: The Patrician of Palm Beach Condominium Apartments, Inc.

Professional: James C. Paine, Jr.

Project Description: Expansion of existing elevated pool deck to existing seawall, modification of parking spaces below proposed pool deck expansion (2 additional parking spaces added), variance request for 8' rear setback, variance request for additional lot coverage of 2.6%. 900 S.F. of additional open space has been added to north landscape buffer.

ZONING INFORMATION: The Patrician of Palm Beach Condominium Apartments Is requesting permission to expand their pool deck by 3,968 square feet eastward to meet the seawall and is requesting the following variances. Section 134-1060(7) : Applicant is requesting a variance for a rear street setback of 0 feet In lieu of the 30 feet required In the R-D(2) Zoning District. Section 134-1060(9)d.: Applicant is requesting a variance for lot coverage of 45.5 percent in lieu of the 42.9 percent existing and 22 percent maximum allowed for a building five stories or taller In the R-D(2) Zoning District.

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

Mr. Small asked if the owner did voluntarily agree to dedicate a utility easement supporting the undergrounding project subject to the satisfaction of the Town. Ms. Ziska agreed to the easement.

Maura Ziska, attorney for the owner, presented the variances requested and advocated for a positive recommendation to the Town Council.

Mr. Paine presented the architectural modifications proposed for the existing condominium. Mr. Paine presented a material sample to the Commissioners.

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

Mr. Small called for public comments.

Patricia Schuldenfrei, 3450 S. Ocean Blvd, stated that according to the coastal engineer, the addition of the pool deck would strengthen the seawall.

Mr. Small called for staff comment. Mr. Murphy provided staff comments.

Ms. Grace inquired if the applicant considered adding native material on the deck. Mr. Paine responded.

Mr. Corey thought the project was acceptable and added he would support the variance. He thought that the pool deck sample looked like it would be hot.

Motion made by Mr. Corey and seconded by Ms. Shiverick to approve the project as presented. Motion carried unanimously, 7-0. This application was approved with the condition that prior to the issuance of a building permit, the applicant shall either dedicate and record a utility easement, or enter into

an agreement ensuring said easement, if necessary to facilitate utility undergrounding in the area.

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

Please note: A short break was taken at 2:49 p.m. The meeting resumed at 3:04 p.m.

6. B-072-2021 Additions/Modifications

ARCOM TO MAKE RECOMMENDATIONS RELATIVE TO VARIANCE(S)

Address: 224 La Puerta Way

Applicant: Mr. & Mrs. Gray

Professional: David J. Gengler/Gengler Architects, Inc.

Project Description: A major renovation of an existing single-story single family home which includes a two-story addition on the front of the home, a second floor addition over a portion of the existing first floor, and a two-story loggia addition on the rear of the home.

ZONING INFORMATION: The applicant is requesting four variances in order to build a two-story addition which includes a 315 square foot one-story addition to the garage, a 184 square foot addition for a covered terrace on the first floor, and a 930 square foot second floor addition for two bedrooms, including a 130 square foot covered balcony, and two bathrooms. The requested variances are as follows: Section 134-893(b)(7)a: Request for an east side yard setback of 11 feet in lieu of the 12.5 foot minimum side yard setback required for the garage addition in the R-B Zoning District. Section 134-893(b)(7)a: Request for an east side yard setback of 11 feet in lieu of the 15 foot minimum side yard setback for a second story addition and covered balcony in the R-8 Zoning District. Section 134-895(1): Request for an east side yard setback of 9.8 feet in lieu of the 10.5 foot minimum side yard setback required for a bay window on the first floor in the R-B Zoning District. Section 134-895(1): Request for an east side yard setback of 9.8 feet in lieu of the 13 foot minimum side yard setback required for a bay window on the second floor in the R-B Zoning District.

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

Mr. Small asked if the owner did voluntarily agree to dedicate a utility easement supporting the undergrounding project subject to the satisfaction of the Town. Ms. Ziska agreed to the easement.

Maura Ziska, attorney for the owner, presented the variances requested and advocated for a positive recommendation to the Town Council.

Mr. Gengler presented the architectural modifications proposed for the existing residence.

Mark Keinard, Parker Yannette Design Group, presented the landscape and hardscape modifications proposed for the existing residence.

Mr. Small called for public comments. There were no comments heard at this time.

Mr. Small called for staff comment. Mr. Murphy provided staff comments.

Ms. Grace inquired about the bay window proposed for the second floor and whether it impacted the neighbor. Mr. Gengler responded.

Ms. Catlin thought the addition looked like a box on top of the garage. She requested to see an addition that pulled the house in with its design.

Ms. Shiverick thought the addition looked too obvious. She wished the addition used some of the detailing in the front entrance. Mr. Gengler responded.

Ms. Ives was not in favor of the addition. He agreed with Ms. Shiverick that it looked obvious and was mixing different Mediterranean styles. He thought the addition should be placed somewhere else on the home.

Mr. Smith agreed with Mr. Ives and Ms. Catlin. Mr. Smith did not believe minor changes would help the proposed. He questioned why the addition was not proposed for the other side of the home so that to eliminate the variances. He thought the addition should be more integrated and added he could not support the project.

Mr. Corey suggested adding the second floor over the central portion of the home.

Mr. Floersheimer inquired if the artificial turf around the pool would be removed. Mr. Keinard responded. Mr. Floersheimer inquired if the storage sheds would be removed. Mr. Keinard stated he they would remain.

Motion made by Mr. Corey and seconded by Ms. Shiverick to defer the project for two months, to the September 29, 2021 meeting, for a restudy of the entire project. Motion carried 5-2, with Messrs. Ives and Smith opposed.

7. B-074-2021 Additions/Modifications

ARCOM TO MAKE RECOMMENDATIONS RELATIVE TO VARIANCE(S)

Address: 246 Eden Rd.

Applicant: The Beach House Trust (Maura Ziska)

Professional: Keith Williams/Nievera Williams Design

Project Description: Proposed generator and enclosure. Associated landscape and hardscape changes.

ZONING INFORMATION: 1) Section 134-893(b)(5): A request for a variance to allow a 38 KW generator to be placed in the front yard setback (on Adam Road) with a setback of 8.3 feet in lieu of the 25 foot minimum required in a front yard setback. 2) Section 134-1637: A request for a

variance to allow a six foot wall and landscaping (for the generator) in lieu of the 30 inches maximum height allowed within the intersection sight triangle area.

Please note: This project was deferred to the August 25, 2021 meeting at the Approval of the Agenda, Item VI.

8. B-079-2021 Modifications

Address: 315 Cocoanut Row

Applicant: Melissa Schorr

Professional: Christopher G. Doriot

Project Description: Install (2) 4'h HR-10 white aluminum roll gates with access control operators; (1) 18' wide and (1) 14' wide at each end of circular driveway for security.

Ms. Churney stated that there was an issue with the notice to the neighbors and that the applicant requested a one-month deferral to the August 25, 2021 meeting.

Motion made by Mr. Corey and seconded by Mr. Ives to defer the project for one month, to the August 25, 2021 meeting. Motion carried unanimously, 7-0.

9. B-080-2021 New Construction

Address: 360 El Brillo Way

Applicant: Todd Glaser

Professional: Kobi Karp

Project Description: New two-story residence with pool.

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

Mr. Small asked if the owner did voluntarily agree to dedicate a utility easement supporting the undergrounding project subject to the satisfaction of the Town. Ms. Karp agreed to the easement.

Mr. Karp presented the architectural plans proposed for a new residence.

Christopher Cawley, Christopher Cawley Landscape Architecture, presented the landscape and hardscape plans proposed for a new residence.

Mr. Small called for public comments. There were no comments heard at this time.

Mr. Small summarized Virginia Mortara's concerns in her letter sent to the town.

Mr. Small called for staff comment. There were no comments heard at this time.

Ms. Grace stated she was unsure that there were any homes in the area that was similar to the proposed home. She thought the home was significantly different.

Mr. Ives acknowledged that while the architecture was very good, he did not feel as though the home fit into the area or Palm Beach.

Mr. Corey agreed with Ms. Grace and Mr. Ives. He thought the home was well positioned. He thought the home was too commercial for the area.

Ms. Shiverick thought the house would be great for Miami but not for Palm Beach. She also did not believe El Brillo was the street to make a statement as it was a quiet, residential street.

Mr. Smith thought the three “El” streets were famous for the past architects in Palm Beach and added that the home was not appropriate for the area.

Ms. Catlin thought the project was fascinating but was not appropriate for Palm Beach. She added the home was too commercial in nature.

Mr. Kirchhoff stated that it was clear on the neighborhood comparison drawings that the house was not comparable to the other homes.

Mr. Small thought the home was too dissimilar and would not be harmonious in the area.

There was a discussion on whether a deferral or denial was appropriate for the project.

Motion made by Ms. Grace and seconded by Ms. Shiverick to deny the proposed new home as presented, based on Section 18-205 (a), criteria 4 and 6. Motion carried 6-1, with Mr. Small opposed.

E. MINOR PROJECTS – OLD BUSINESS

1. A-020-2021 Modifications

Address: 150 Worth Ave.

Applicant: Wilson 150 Worth LLC (Yvonne Jones)

Professional: Michael Dumala

Project Description: Add 14 new impact windows on south side of building at second floor level. *****Please note: Requires Special Exception with Site Plan Review*****

A motion carried at the February meeting to defer the project to the March 24, 2021 meeting to allow the applicant to provide notice to the surrounding properties. A motion carried at the March meeting to defer the project to the April 28, 2021 meeting to provide notice to the neighbors. A motion carried at the April meeting to defer the project to the June 23, 2021 meeting to file a zoning application. A motion carried at the June meeting to defer the project to the July meeting at the request of the professional.

Please note: This project was deferred to the August 25, 2021 meeting at the Approval of the Agenda, Item VI.

2. A-051-2021 Modifications

Address: 2 S. County Rd.

Applicant: The Breakers Palm Beach (Alex Gilmurray, Exec. VP & CEO)

Professional: John Schmidt/Schmidt/Nichols

Project Description: Extension and recover of existing driving range awning for an additional 64' in length.

A motion made at the June meeting to defer the project to the July 28, 2021 meeting in accordance with the comments from the Commissioners.

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

Mr. Schmidt presented the architectural modifications proposed for the golf academy.

Mr. Small called for public comments. There were no comments heard at this time.

Mr. Small called for staff comment. There were no comments heard at this time.

Ms. Grace asked for clarification on the project. Mr. Schmidt responded. Ms. Grace questioned if more attractive structure could be built. She thought the additional length made it less attractive.

Mr. Smith inquired about the photographs and whether the proposed structure would exactly match the existing structure. Mr. Schmidt responded.

Mr. Ives inquired whether the Commission voted on the previous project. Mr. Murphy stated that the previous approval was staff approved.

Ms. Catlin stated that the proposal was typical of golf courses. She suggested a break between the two structures with a space and possible landscaping in between to soften the length.

Mr. Corey stated that structure's design was questionable and he could not support the proposal. He did not believe the structure was befitting of Palm Beach.

Ms. Shiverick agreed with Mr. Corey and added if the Commission was charged with assessing beauty, another 64 feet of a structure would be very unattractive. She recommended a denial.

Mr. Smith stated he agreed with Ms. Catlin and believed one way to mitigate the length would be to break up the structure and add landscaping between.

Mr. Sammons thought the structure is hideous but would be hidden. He agreed it would be better in sections.

Ms. Grace inquired how many golf pros would be using this structure at one time.

Ms. Shiverick wondered if the applicant would be interested in taking down the current structure and replacing it with an entire new structure.

Bill Perry, attorney for Gunster and representing The Breakers, stated the applicant would prefer not to take a deferral, but would rather have a definitive answer.

Motion made by Ms. Shiverick and seconded by Mr. Corey to deny the proposal as presented, based on Section 18-205 (a), criteria 1. Motion carried unanimously, 7-0.

3. A-064-2021 Additions/Modifications

Address: 3140 S. Ocean Blvd.

Applicant: Carlton Place Condominium (Sharon Moye, Property Manager)

Professional: Don Skowron

Project Description: Proposed addition of a +/- 900 sq. ft. tensioned sun sail over the west upper terrace previously approved. Reconsideration of synthetic turf cut outs in terrace paving.

A motion made at the June meeting to defer the project to the July 28, 2021 meeting to allow the applicant to find an alternative to the synthetic turf and shade sails.

Please note: This project was deferred to the August 25, 2021 meeting at the Approval of the Agenda, Item VI.

4. A-066-2021 Modifications

Address: 6 Sloans Curve

Applicant: Rebecca Owen

Professional: Campany Roofing

Project Description: Remove existing "S" roof tile and replace with new "S" concrete roof tile in multi-family building.

A motion made at the June meeting to defer the project to the July 28, 2021 meeting to allow the applicant to explore a different roofing material.

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

James Campany, Campany Roofing, presented the proposed replacement of roof tiles.

Mr. Small called for public comments. There were no comments heard at this time.

Mr. Small called for staff comment. There were no comments heard at this time.

Mr. Ives thought the project should be denied since the Commission asked for a different proposal and the same proposal was returned to them.

Mr. Corey inquired about the replacement. Mr. Campany stated that the board of the townhomes would not approval any other tile. Mr. Corey stated he was not opposed to replacing this portion of the roof with the “S” tiles. He recognized that the other 14 townhomes would not be replacing their tiles and an in kind replacement was acceptable in this instance.

Mr. Smith stated normally he is not in favor of “S” tiles but would support the replacement of the “S” tile in this case.

Mr. Kirchhoff agreed with Mr. Smith.

Motion made by Mr. Kirchhoff and seconded by Mr. Corey to approve the project as presented. Motion carried 6-1, with Mr. Ives opposed.

5. A-069-2021 Modifications

Address: 2285 Ibis Isle Rd. E.

Applicant: 2285 Ibis LLC (Eric Yeghian, Managing Member)

Professional: James Philip Drago

Project Description: Remodel front street side elevation, other elevations cannot be seen from street. Add doors and windows to other elevations.

A motion made at the June meeting to defer the project to the July 28, 2021 meeting to allow the applicant to give a full presentation.

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

Mr. Drago presented the architectural modifications proposed for the existing residence.

Mr. Small called for public comments. There were no comments heard at this time.

Mr. Small called for staff comment. There were no comments heard at this time.

Ms. Grace inquired about the size of the window openings and questioned if they were the same openings as existing. Mr. Drago responded. Ms. Grace inquired about the picture for the folding doors shown. Mr. Drago stated that they would be

used on the rear of the home but in a smaller scale. Ms. Grace inquired about a roller window shown on the plans. Mr. Drago responded.

Mr. Ives inquired about the ceramic tile and where that would be used on the home. Mr. Drago responded. Mr. Ives stated that items in the application were not clear.

Ms. Shiverick thought the tile complicated the house and it would soon be outdated. She suggested leaving the whole home stucco and using double hung windows. She suggested adding mullions to the windows to add some character.

Mr. Floersheimer expressed concern for three different colors, especially since the home is very small. Mr. Drago responded.

Motion made by Ms. Shiverick and seconded by Mr. Corey to defer the project for one month, to the August 25, 2021 meeting, returning with a simplification of materials, the existing and proposed elevations on one sheet (above/below) and renderings. Motion carried unanimously.

Please note: A short break was taken at 4:52 p.m. The meeting resumed at 5:04 p.m.

F. ITEMS PULLED FROM CONSENT AGENDA

None – all items were approved on consent.

G. MINOR PROJECTS – NEW BUSINESS

1. A-070-2021 Modifications

Address: 202 Plantation Rd.

Applicant: Our Palm Beach Home LLC & Frances B. Terwilliger (Maura Ziska)

Professional: Keith Spina/Spina O'Rourke

Project Description: Redesign of entry elevation – new single door (Essex green) with coquina pediment (based on Tuscan order) in lieu of double elliptical arched door, 2 new elliptical windows, new wall mounted pendant fixture over door in lieu of two wall sconces, removing the existing balcony over front door with new double casement window in lieu of existing double door at second floor; New handrail on existing balconies (Essex Green with Ipe handrail); new shutter color to be Essex Green in lieu of Yeabridge Breen; New cedar perfection shingle roof in lieu of existing white concrete tile; new door/window assembly on east side of kitchen; repaint door/window trim white in lieu of light tan. Main house body to remain white; Remove (5) Existing HVAC Units on East side of property. Replace with (2) HVAC Units in existing locations on East side of property & (1) HVAC Unit in new location on South side of property.

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

Nelo Freijomel, Spina O'Rourke, presented the architectural modifications proposed for the existing residence.

Mr. Small called for public comments. There were no comments heard at this time.

Mr. Small called for staff comment. There were no comments heard at this time.

Ms. Catlin liked most of the changes but felt the front door needed to be a bit wider.

Mr. Smith made a suggestion for the Nano door on the rear of the home.

Ms. Shiverick inquired about the design of the lanterns. Mr. Freijomel stated they had not yet been picked out but would return with them at a later time.

Ms. Shiverick inquired if the Chippendale balcony should be painted white. Mr. Freijomel responded that they had looked into this option but the owner preferred railings in green.

Ms. Grace was in favor of the changes.

Mr. Kirchhoff was in favor of the changes and felt the front door was appropriate.

Motion made by Ms. Shiverick and seconded by Mr. Smith to approve the project as presented. Motion carried unanimously.

2. A-081-2021 Modifications

Address: 111 El Brillo Way

Applicant: 111 El Brillo Way LLC (Evan Yurman, Owner)

Professional: Mario Nievera/Nievera Williams Design

Project Description: Revising rear facing window sills at kitchen. Adding sliding doors at rear terrace and revised railings at upper front portico. New stone headers and house color on exterior walls and shutters. Reduced driveway hardscape layout and new landscape plan.

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

Rich Leja, ACI Architects, presented the architectural modifications proposed for the existing home. He indicated that the owners requested that the railings be changed to the green paint proposed.

Mr. Nievera presented the landscape and hardscape modifications proposed for the existing site.

Mr. Small called for public comments. There were no comments heard at this time.

Mr. Small called for staff comment. There were no comments heard at this time.

Mr. Kirchhoff thought the changes were a dramatic improvement and supported the project.

Ms. Grace inquired if the lighting around the home would be changed. Mr. Nievera responded.

Ms. Catlin inquired about a window missing muntins on the front elevation. Mr. Nievera stated it was an error in the drawing.

Mr. Floersheimer inquired about the plantings near the ocean and whether they would survive. Mr. Nievera responded.

Mr. Small commented that the existing home looked forlorn and was supportive of the changes.

Motion made by Ms. Shiverick and seconded by Ms. Grace to approve the project as presented. Motion carried unanimously.

3. A-086-2021 Modifications

Address: 1305 N. Ocean Way

Applicant: Mr. & Mrs. Robert Jewell

Professional: SKA Architect + Planner

Project Description: Garage door, rear railing, and roof material modification.

Updated landscape and hardscape included.

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

Daniel Clavijo, SKA Architect + Planner, presented the architectural modifications proposed for the existing residence.

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

Mr. Small called for public comments. There were no comments heard at this time.

Mr. Small called for staff comment. There were no comments heard at this time.

Ms. Shiverick inquired about the pedestrian gate proposed for the northeast corner. Mr. Mizell responded.

Motion made by Ms. Grace and seconded by Mr. Corey to approve the project as presented. Motion carried unanimously.

4. A-087-2021 Modifications

Address: 1191 N. Lake Way

Applicant: Mr. & Mrs. John Copeland

Professional: SKA Architect + Planner

Project Description: Removal of a chimney and window shutters. New gazebo and balcony awning.

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

Daniel Clavijo, SKA Architect + Planner, presented the architectural modifications proposed for the existing residence.

Mr. Small called for public comments. There were no comments heard at this time.

Mr. Small called for staff comment. There were no comments heard at this time.

Mr. Corey stated the changes were an improvement and he would support the project.

Ms. Shiverick inquired about the color of the gazebo. Mr. Clavijo stated it would be white. Ms. Shiverick inquired if the gazebo would be wood. Mr. Clavijo indicated it was expected to be wood but the decision had not yet been made.

Ms. Catlin requested that the trucks logistic plan be revised to use County Road rather than N. Lake Way. Mr. Clavijo agreed to the change.

Motion made by Mr. Corey and seconded by Ms. Shiverick to approve the project as presented with the conditions that the gazebo is a wood material and that the truck logistics plan is changed to use County Rd. and Ocean Blvd. Motion carried unanimously.

5. A-089-2021 Landscape/Hardscape

Address: 162 Atlantic Ave.

Applicant: Sam Youneszadeh and Kimberly Honig

Professional: Mario Nievera/Nievera Williams Design

Project Description: Demolition of existing pool and terrace. Proposed hardscape layout pool/spa, driveway gate and landscape revisions.

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

Mr. Nievera presented the landscape and hardscape modifications proposed for the existing site.

Mr. Small called for public comments. There were no comments heard at this time.

Mr. Small called for staff comment. There were no comments heard at this time.

Ms. Grace inquired about the status of the existing Ficus. Mr. Nievera responded. Ms. Grace inquired if the Ficus could be replaced with another material. Mr. Nievera responded.

Mr. Corey agreed that this would be a good time to remove the Ficus. He was in favor of the design of the gate but questioned if it was appropriate. Mr. Nievera responded.

Ms. Grace also questioned if the gate was appropriate.

Ms. Shiverick supported the gate.

Motion made by Ms. Shiverick and seconded by Mr. Kirchhoff to approve the project as presented. Motion carried unanimously.

6. A-091-2021 Modifications

Address: 304 Garden Rd.

Applicant: 304 Garden Road LLC (James M. Crowley, Esq.)

Professional: Mario Nievera/Nievera Williams Design

Project Description: Relocation of rear property generator. Addition of spa at rear of property. Modifications to rear property garden and east property site wall and associated proposed landscape and hardscape changes.

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

Please note: Mr. Kirchhoff declared a conflict of interest for the project and left the meeting.

Timo Hoefs, Kirchhoff & Associates, presented the architectural changes proposed for the existing residence.

Mr. Nievera presented the landscape and hardscape modifications proposed for the existing site.

Mr. Small called for public comments. There were no comments heard at this time.

Mr. Small called for staff comment. Mr. Murphy provided staff comments.

Ms. Shiverick was in favor of the proposed landscape. She inquired about the window changes and inquired if the new windows would match existing. Mr.

Hoefs responded. Ms. Shiverick confirmed that not all windows are proposed to be replaced. Mr. Hoefs provided confirmation.

Ms. Grace inquired about the change from windows to sliding doors. Mr. Hoefs responded. Ms. Grace thought the existing windows were more attractive. Mr. Hoefs explained that the owners wanted access to the garden and had no real access to the space. Mr. Nievera explained that the garden was a private space and discussed the views from the interior space to the garden.

Ms. Catlin inquired about the raising of the east garden. Mr. Nievera responded. Ms. Catlin inquired if the retaining wall needed to be six feet high. Mr. Nievera explained the reason for the proposed wall height.

Motion made by Ms. Shiverick and seconded by Mr. Ives to approve the project as presented with the condition that the pool must comply with all zoning regulations. Motion carried unanimously.

H. CLARIFICATION HEARING

1. 1045 S. Ocean Blvd. - Staff and neighbor concerns with proposed plantings in north easement by applicant and approval of same by Town of Palm Beach

Please note: This item was deferred to the August 25, 2021 meeting at the Approval of the Agenda, Item VI.

At this time, the meeting ended at 6:00 p.m. It was announced that the meeting would resume at 9:00 a.m. on July 29, 2021 to discuss the time certain item, B-065-2021, 7 Ocean lane.

The meeting resumed at 8:59 a.m. on July 29, 2021. Upon Roll Call, all Commissioners with the exception of Mr. Corey were found to be present. Messrs. Kirchhoff and Sammons participated via Zoom.

17. B-065-2021 New Construction **TIME CERTAIN – 9:00 A.M. ON 7/29/21**

Address: 7 Ocean Lane

Applicant: 7 Ocean Lane, LLC (Nedim Soylemez, Manager)

Professional: Harold Smith/Smith and Moore Architects, Inc.

Project Description: New two-story residence with pool. Final hardscape and landscape.

A motion carried at the June meeting to defer the project to the July 28, 2021 meeting for a restudy in accordance with the comments of the Commissioners.

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

Mr. Small asked if the owner did voluntarily agree to dedicate a utility easement supporting the undergrounding project subject to the satisfaction of the Town. Ms. Lehman agreed to the easement.

Angela Lehman, Smith and Moore Architects, Inc., presented some of the architectural modifications that had been made since the presentation made to the Commission in June. Ms. Lehman reviewed the dimensions of the home on the site, relative to the neighboring homes.

Andrew Kotchen, Workshop APD, presented additional architectural and landscape modifications proposed since the presentation in June.

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

Messrs. Kotchen and Meyer discussed the beach access and the improvements the owner was willing to implement.

Mr. Small called for public comments.

Elizabeth Ailes, 4 and 6 Ocean Lane, expressed concern that the owner did not have any connection to the neighborhood. She discussed her objections for the proposed project.

Caren Marder, 1 Ocean Lane, expressed concern for the proposed home and the effect that it would have on her home; she especially felt that she would lose the light in her home.

Gary Marder, 1 Ocean Lane, expressed concern for the loss of light in his home, the decrease of his property value if the proposed home was built and his concern for the sea turtles.

James Green, attorney for the owner of the home, cross-examined Mr. Marder about his sea wall, his concern for the sea turtles, and his past interference with sea turtle nesting by the Sea Turtle Survival League.

George Palladino, 710 N. County Road, expressed concern for the proposed landscaping and the proposed camouflaging of the home in the neighborhood.

Paul Rampell, attorney and owner of 237 Ridgeview Drive, advocated for the proposed architecture and home and indicated his support for the project.

John Eubanks, attorney for Elizabeth Ailes, argued that the proposed home was not harmonious in the neighborhood and stated that he did not believe the home met the items in the Code. He presented exhibits on the overhead in illustration of his arguments.

Rick Gonzalez, REG Architects and representing Elizabeth Ailes, argued that none of the issues pointed out at the last meeting were addressed in the proposed changes. He used an exhibit on the overhead to illustrate why the proposed home was disharmonious for the neighborhood.

Mr. Green cross-examined Mr. Gonzalez about his claim of similarity of the proposed home to the neighboring homes. He also inquired about vistas and the right to a vista. Mr. Gonzalez responded to Mr. Green's questions.

Mr. Small called for staff comment. There were no comments heard at this time.

Mr. Kotchen argued that the visuals the other side presented were inaccurate, discussed the water vistas, the massing of the proposed home, and the differences of the proposed home and the neighboring homes.

Mr. Eubanks submitted documentation into the record supporting Mr. Gonzalez's drawings.

Ms. Catlin appreciated the changes in the colors and the landscaping. She liked the design and thought the style was fine for the area. However, she added that she could not support the home because the home is too far east. She thought the garage was too boxy and industrial. She recommended a shorter driveway. She recognized that the lot was challenging but thought the professional needed to design a home with that in mind.

Mr. Floersheimer agreed with Ms. Catlin. He believed the home should be pushed further west.

Mr. Ives thought the proposed design was one of the better designs that he has seen. He thought the proposed was very well sited and he was in favor of the material choices. He cautioned that if it changed too much, it may lose its uniqueness.

Ms. Shiverick inquired if Mr. Castro had any concern of the size and the CCR to which Mr. Castro replied no. Ms. Shiverick was in favor of the design but thought there was a little too much glazing on the east side. She was disappointed that the professionals did not reduce the glazing on the east side as well as did not move the home to the west, at their request. She agreed with one of the neighbors that the landscaping may be a bit too lush; she suggested thinning it out at the front of the home to provide more visibility to the ocean. She liked the west elevation and thought it felt light, but added the east façade felt a bit heavy. She also thought that since this was a spec house, consideration should be given to the neighbors' concerns.

Mr. Smith agreed with Ms. Catlin. He thought the style was acceptable but thought the home was too far east on the lot. He thought the problem with the design was the garage. He liked Mr. Floersheimer's suggestion to place the garage in the basement.

Ms. Grace thought the big issue in the design was the east façade and felt it was too similar to the neighbor's home. She also believed the home design should respect the line along the east border that all of the other homes respected. Ms. Grace thought the home was too large for the site. She suggested the possibility of a different style of home.

Mr. Sammons had an issue with the style, the amount of glass and the mass of the proposed home. He thought that the amount of glass proposed should be under a veranda. He thought the proposed architecture was irresponsible in a tropical climate.

Mr. Kirchhoff thought the house was very commercial looking and that there was too much glass on the east side. He thought the house could be reduced on the site. He was in favor of the garage and entry.

Mr. Small discussed Palm Beach's reputation for having beautiful architecture. He talked about ARCOM's charge to protect the vistas. Mr. Small thought the home needed to be moved west on the lot but thought the design was acceptable. He was interested in the suggestion to moving the garage underground. He was happy that the applicant was willing to improve the beach access. Mr. Small was also concerned with the glazing on the east side of the home.

Mr. Ives hoped that the Commission would come to a resolution with the project.

Ms. Grace cautioned the applicant that the Commission was looking for significant changes to the east façade.

Motion made by Ms. Catlin to deny the proposed new home as presented, based on Section 18-205 (a), criteria 4, 5, 6(e), 6(g), 6(h), 7 and 9. Motion failed for lack of a second.

Motion made by Ms. Shiverick and seconded by Mr. Floersheimer to defer the project, for two months to the September 29, 2021 meeting, for a restudy with a potential change in style, moving the house to the west, reducing the size of the house, reducing the east fenestration and reducing the garage size or relocating it to the basement as well as all of the Commissioners comments. Motion carried unanimously, 7-0.

VIII. **UNSCHEDULED ITEMS (3 MINUTE LIMIT PLEASE)**

1. Public
None.

2. Staff

Mr. Bergman stated that Thomas Kirchhoff declared a conflict for his project at 147 Dunbar Road at the June 23, 2021 meeting and had correctly completed the 8B form in accordance with State Law.

Ms. Catlin wanted to show the Commission of photographs that demonstrated new homes that are raised next to existing, single story homes. Ms. Churney stated that she would send the photographs to the Commission via email.

3. Commission

None.

IX. **ADJOURNMENT**

Motion made by Mr. Ives and seconded by Mr. Floersheimer to adjourn the meeting at 10:41 a.m. on Thursday, July 29, 2021. Motion carried unanimously.

The next meeting will be held on Wednesday, August 25, 2021 at 9:00 a.m. in the Town Council Chambers, 2nd floor, Town Hall, 360 S. County Road.

Respectfully Submitted,

Michael B. Small, Chairman
ARCHITECTURAL COMMISSION

kmc

TOWN OF PALM BEACH

Town Council Meeting on: August 10, 2021

Section of Agenda

Resolutions

Agenda Title

RESOLUTION NO. 072-2021 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Providing for the Designation of Ten (10) Additional Trees as Historic and Specimen Trees in Lake Drive Park, Providing an Effective Date.

Presenter

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

ATTACHMENTS:

- ▣ **Memorandum Dated June 21, 2021, from H. Paul Brazil, P.E., Director of Public Works**
- ▣ **Resolution No. 072-2021**

TOWN OF PALM BEACH

Information for Town Council Meeting on: August 10, 2021

TO: Mayor and Town Council

VIA: Kirk W. Blouin, Town Manager

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

RE: Designation of Historic/Specimen Trees at Lake Drive Park
Resolution No. 072-2021

DATE: June 21, 2021

STAFF RECOMMENDATION

Town staff requests that Town Council approve Resolution No. 072-2021 and the designation assignment of ten (10) Historic and Specimen (H&S) trees located in Lake Drive Park as described below.

GENERAL INFORMATION

There are currently one hundred and eight (108) trees on the island that have been designated as historic or specimen trees. These trees are inspected annually by the Town Arborist. The Town Ordinance allows for relocation of trees and adding trees that are deemed to be of specimen quality.

The Town Arborist recommends that the following ten (10) trees be added to the Town's H&S list. Subject to Town Council approval, these newly designated trees will be recorded with the Palm Beach County Clerk's office.

- | | |
|------------------------|--|
| 1. Tree #285 | Hong Kong Orchard (Bauhinia Blakeana) |
| 2. Tree #288 thru #293 | Lofty Fig (Ficus Altissima) totaling six (6) |
| 3. Tree #294 | Ficus Medium Leaf (Ficus SPP) |
| 4. Tree #296 | Pink Tabebuia (Tabebuia Heterophylla) |
| 5. Tree #299 | Orange Geiger (Cordia Sebestena) |

With these modifications, the number of trees designated as H&S in Lake Drive Park will increase from four (4) to fourteen (14), this represents 11.86 % of the Town's H&S trees. The new total for this program will be 118.

FUNDING/FISCAL IMPACT:

There would be no impact to the budget.

TOWN ATTORNEY REVIEW

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

cc: Paul Colby, Facilities Maintenance Division Manager
Mary Pressly, President, Garden Club of Palm Beach
Richard Maxwell, Town Arborist

RESOLUTION NO. 072-2021

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, PROVIDING FOR THE DESIGNATION OF TEN (10) ADDITIONAL TREES AS HISTORIC AND SPECIMEN TREES IN LAKE DRIVE PARK, PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 126-57 of the Town Code of Ordinances relating to preservation of historic and specimen trees, procedures are outlined for the designation of certain trees as historic or specimen trees; and

WHEREAS, the Town Council of the Town of Palm Beach has undertaken the procedures required to designate certain trees located on properties within the Town as historic or specimen trees; and

WHEREAS, the Town Council of the Town of Palm Beach desires to record said designations in the public records of Palm Beach County, Florida, pursuant to the terms of said Ordinance.

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

Section 1. Tree #285 a Hong Kong Orchard (botanical name: Bauhinia Blakeana) shall be added as a historic or specimen tree and recorded with the Palm Beach County Clerk:

320 South Lake Drive (PCN/Legal: 50-43-43-23-05-020-0010)

<u>Count</u>	<u>Common Name</u>	<u>Botanical Name</u>
1	Hong Kong Orchard	Bauhinia Blakeana

Section 2. Tree #'s 288 thru 293 Lofty Fig (botanical name: Ficus Altissima) shall be added as historic or specimen trees and recorded with the Palm Beach County Clerk:

320 South Lake Drive (PCN/Legal: 50-43-43-23-05-020-0010)

<u>Count</u>	<u>Common Name</u>	<u>Botanical Name</u>
6	Lofty Fig	Ficus Altissima

Section 3. Tree #294 a Ficus Medium Leaf (botanical name: Ficus SPP) shall be added as a historic or specimen tree and recorded with the Palm Beach County Clerk:

320 South Lake Drive (PCN/Legal: 50-43-43-23-05-020-0010)

<u>Count</u>	<u>Common Name</u>	<u>Botanical Name</u>
1	Ficus Medium Leaf	Ficus SPP

Section 4. Tree #296 a Pink Tabebuia (botanical name: Tabebuia Heterophylla) shall be added as historic or specimen tree and recorded with the Palm Beach County Clerk:

320 South Lake Drive (PCN/Legal: 50-43-43-23-05-020-0010)

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

Section 5. Tree #299 an Orange Geiger (botanical name: Cordia Sebestena) shall be added as a historic or specimen tree and recorded with the Palm Beach County Clerk:

320 South Lake Drive (PCN/Legal: 50-43-43-23-05-020-0010)

<u>Count</u>	<u>Common Name</u>	<u>Botanical Name</u>
1	Orange Geiger	Cordia Sebestena

Section 6. This Resolution shall become effective upon its adoption as provided by law.

PASSED AND ADOPTED in a regular adjourned session of Town Council of the Town of Palm Beach this 10th day of August 2021.

Danielle H. Moore, Mayor

ATTEST:

Queenester Nieves, CMC, Town Clerk

TOWN OF PALM BEACH

Town Council Meeting on: August 10, 2021

Section of Agenda

Resolutions

Agenda Title

RESOLUTION NO. 081-2021 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving a Purchase Order to Flowbird North America in the Amount of \$97,740 for Parking Kiosk Upgrades to Thirty-Six (36) Parking Kiosks Previously Purchased from Cale America, Inc.

Presenter

Jay Boodheshwar, Deputy Town Manager

ATTACHMENTS:

- ▣ **a. Memorandum Dated August 3, 2021 From Jay Boodheshwar, Deputy Town Manager**
- ▣ **b. Resolution No. 081-2021 Kiosks**
- ▣ **c. Letter Dated March 31, 2020, From Flowbird - 3G Network Sunset**
- ▣ **d. Back up - Door Upgrade**

TOWN OF PALM BEACH

Information for Town Council Meeting on: August 10, 2021

To: Mayor and Town Council

Via: Kirk W. Blouin, Town Manager

From: Jay Boodheshwar, Deputy Town Manager

Re: Request to Issue a Purchase Order to Flowbird North America for the Upgrade of Thirty-Six (36) Parking Kiosks
Resolution No. 081-2021

Date: August 3, 2021

STAFF RECOMMENDATION

Staff recommends that Town Council approve Resolution No. 081-2021, authorizing the issuance of a purchase order in the amount of \$97,740.00 to Flowbird North America to upgrade thirty-six (36) parking kiosks previously purchased from Cale America, Inc.

GENERAL INFORMATION

At the July 12, 2017, Town Council meeting, Resolution No. 108-2017 was approved, authorizing a “lease to purchase” agreement with Cale America, Inc. for the provision of new parking kiosks in the amount of \$359,783.20. Subsequent to this purchase, Cale America was bought by Flowbird North America, which assumed the agreement that Cale had with the Town. The final payment for these kiosks will be made in this current fiscal year and a total of \$171,027.56 has been depreciated as of September 30, 2020, and is available.

The current kiosks are physically in good shape and their shells have many years of useful life yet. However, the communication technology and other internal components will need to be replaced in the near future. We were first advised in March 2020 that the existing 3G modems in these kiosks would need to be upgraded to 4G-LTE by the end of 2020 but that deadline has changed to the end of 2021. (See attached letter) The delay has allowed us to delay the associated expense 1 ½ years but it is now time to move forward with the upgrades.

Since the shells of the kiosks in question are in good shape staff is recommending that we not only upgrade the modems as required but also upgrade the doors which will include color touch screen displays (and all new associated internal components). This action would effectively result in near new kiosks at a fraction of the cost for completely new systems. By going this route, it would include 12 months of warranty and service that we would normally have to pay for separately. These older kiosks would then match the newer touch screen kiosks we purchased last year for N. County Road and the 100 block of Sunrise.

The attached quote of \$97,740 is all-inclusive for new modems, upgraded doors, and touch screens, and 12 months of warranty/support. If we were to only complete what is required, replacement of the modems, the cost would be \$16,200 for the equipment and \$13,824 for the warranty. Therefore, staff believes it to be a wise investment to spend \$97,740, as the delta of \$67,716 gets us 36 near new kiosks which will last several more years.

PURCHASING REVIEW

This procurement has been reviewed and approved by the Purchasing Division of the Finance Department and approval of Resolution No. 081-2021 is hereby recommended.

FUNDING/FISCAL IMPACT

The equipment replacement fund has a depreciated balance of \$171,027.56 for these kiosks, so there are sufficient funds to cover the \$97,740.00 expense for the recommended upgrades, leaving a balance of \$73,287.56 which will continue to grow in the years ahead.

TOWN ATTORNEY REVIEW

Resolution No. 081-2021 is in a form previously approved for legal form and sufficiency by the Town Attorney.

Attachments

cc: Jane Le Clainche, Director of Finance
Dean Mealy, Purchasing Manager
H. Paul Brazil, Director of Public Works
Paul Colby, Facilities Maintenance Manager
Nicholas Caristo, Police Chief
Ben Alma, Support Services Manager

RESOLUTION NO. 081-2021

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF
PALM BEACH, PALM BEACH COUNTY, FLORIDA,
APPROVING THE ISSUANCE OF A PURCHASE ORDER TO
FLOWBIRD NORTH AMERICA IN THE AMOUNT OF \$97,740
FOR UPGRADES TO THIRTY-SIX (36) PARKING KIOSKS
PREVIOUSLY PURCHASED FROM CALE AMERICA, INC.**

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

Section 1. The Town Council of the Town of Palm Beach hereby approves Resolution No. 081-2021, approving a purchase order to Flowbird North America in the amount of \$97,740 for upgrades to thirty-six (36) parking kiosks previously purchased from Cale America, Inc.

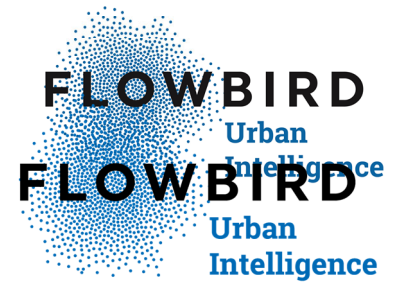
Section 2. The Town Manager is hereby authorized to execute this purchase order on behalf of the Town of Palm Beach for these upgrades.

PASSED AND ADOPTED in a regular, adjourned session of the Town Council of the Town of Palm Beach assembled this 10th day of August, 2021.

Danielle H. Moore, Mayor

ATTEST:

Queenester Nieves, CMC, Town Clerk



March 31, 2020

Dear Valued Flowbird Client:

Flowbird has received recent communication from AT&T and T-Mobile that they are both sunsetting their 3G networks. AT&T expects to discontinue service of their 3G network by February 2022 and T-Mobile anticipates the retirement of their 3G network by December 31, 2020.

Since communications are key to successful parking and transit systems, we urge you to strongly consider upgrading your pay stations with 4G-LTE modems before you start to notice communication issues. Flowbird clients that have upgraded their devices to 4G-LTE modems have seen improved communications reliability and faster transaction speeds. Additionally, our past experience has shown us that sunsetting networks start degrading before the actual retirement dates.

The 4G-LTE modem is compatible and certified with the AT&T and T-Mobile networks. Verizon service can be added for an additional monthly fee.

We are offering special upgrade pricing to help Flowbird clients transition from 3G to 4G communications. In order to plan ahead and manage a smooth transition for our customers, we will offer this preferred price for any orders received prior to the end of 2020. This will allow our team to anticipate our inventory levels and plan our software delivery schedules.

Please contact us at 856-234-8000 ext. 231 or us-info@flowbird.group for more information. We can help you verify if you are currently utilizing 3G modems and we can provide you with a price quote.

Best Regards,

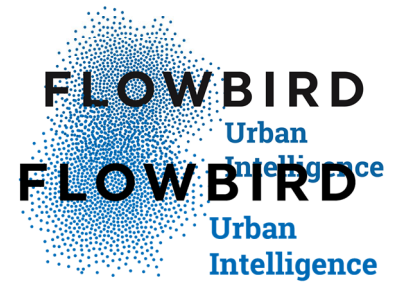
A handwritten signature in black ink, appearing to read "Sean Renn". The signature is fluid and cursive, with a long horizontal stroke at the end.

Sean Renn
Vice President of Marketing and Communications
Flowbird North America
856-234-8000 ext. 395
sean.renn@flowbird.group

FLORIDA OFFICE
13190 56th Court
Clearwater, FL 33760
813-405-3900

NEW JERSEY OFFICE
40 Twosome Drive, Ste 7
Moorestown, NJ 08057
856-234-8000

www.flowbird.group



March 31, 2020

Dear Valued Flowbird Client:

Flowbird has received recent communication from AT&T and T-Mobile that they are both sunsetting their 3G networks. AT&T expects to discontinue service of their 3G network by February 2022 and T-Mobile anticipates the retirement of their 3G network by December 31, 2020.

Since communications are key to successful parking and transit systems, we urge you to strongly consider upgrading your pay stations with 4G-LTE modems before you start to notice communication issues. Flowbird clients that have upgraded their devices to 4G-LTE modems have seen improved communications reliability and faster transaction speeds. Additionally, our past experience has shown us that sunsetting networks start degrading before the actual retirement dates.

The 4G-LTE modem is compatible and certified with the AT&T and T-Mobile networks. Verizon service can be added for an additional monthly fee.

We are offering special upgrade pricing to help Flowbird clients transition from 3G to 4G communications. In order to plan ahead and manage a smooth transition for our customers, we will offer this preferred price for any orders received prior to the end of 2020. This will allow our team to anticipate our inventory levels and plan our software delivery schedules.

Please contact us at 856-234-8000 ext. 231 or us-info@flowbird.group for more information. We can help you verify if you are currently utilizing 3G modems and we can provide you with a price quote.

Best Regards,

A handwritten signature in black ink, appearing to read "Sean Renn". The signature is fluid and cursive, with a long horizontal stroke at the end.

Sean Renn
Vice President of Marketing and Communications
Flowbird North America
856-234-8000 ext. 395
sean.renn@flowbird.group

FLORIDA OFFICE
13190 56th Court
Clearwater, FL 33760
813-405-3900

NEW JERSEY OFFICE
40 Twosome Drive, Ste 7
Moorestown, NJ 08057
856-234-8000

www.flowbird.group

TOWN OF PALM BEACH

Town Council Meeting on: August 10, 2021

Section of Agenda

Resolutions

Agenda Title

RESOLUTION NO. 082-2021 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving the Award of RFP No. 2021-16, Permitting Software for the Building Enterprise Fund to Tyler Technologies, Inc., in the Amount of \$249,785 for Implementation and Training, \$74,030 for One-Time License Fees and Five Year Annual Maintenance Contract of \$351,000 for a Total Five year Contract Award of \$674,815, Pending Successful Vendor Performance and Budget Authorization.

Presenter

Dean Mealy, Purchasing Manager

ATTACHMENTS:

- ▣ **a. Memorandum from Dean Mealy, Purchasing Manager**
- ▣ **b. Resolution No. 082-2021 - Approving the Award of RFP No. 2021-16**
- ▣ **c. Proposal**
- ▣ **d. Selection Committee Scoring**

TOWN OF PALM BEACH

Information for Town Council Meeting on: August 10, 2021

TO: Mayor and Town Council

VIA: Kirk W. Blouin, Town Manager

VIA: Jane Le Clainche, CPA Finance Director

FROM: Dean Mealy, CPPO Town Purchasing Manager

RE: Resolution to Approve the Award of RFP No. 2021-16, Permitting Software for the Building Enterprise Fund to Tyler Technologies, Inc. in the Amount of \$249,785 for Implementation and Training, \$74,030 for One-time License Fees and a Five Year Annual Maintenance Contract of \$351,000 for a Total Five Year Contract Award of \$674,815, Pending Successful Vendor Performance and Budget Authorization.
Resolution No. 082-2021

DATE: July 29, 2021

STAFF RECOMMENDATION

Town staff recommends that Town Council approve the award of RFP No. 2021-16, Permitting Software for the Planning, Zoning and Building to Tyler Technologies, Inc. in the amount of \$249,785 for implementation and training, and \$74,030 for one-time license fees. Annual maintenance costs are \$70,200 for a five year contract total budget authorization of \$351,000 pending successful vendor performance and budget authorization. Total contract award including the five year maintenance contract is \$674,815.

FY21 costs require Town Council approval for a contingency allocation from the Building Enterprise Fund of \$74,030. The remaining costs of \$249,785 and the first year annual maintenance costs of \$70,200 will be included in the proposed FY22 budget.

GENERAL INFORMATION

It is the Town's desire to enter into an agreement with a vendor that can provide a range of services including software, installation, conversion, implementation, and training services. The new software system would manage workflow, record keeping, inspections, and reporting for all Building Enterprise Fund functions. The final product will result in faster, more accurate, and user-friendly software that increases staff productivity while enriching the public experience.

PROCUREMENT METHODOLOGY

Town Purchasing issued RFP No. 2021-16 for Permitting Software for Planning, Zoning and Building on May 17, 2021. The solicitation was broadcast to 151 suppliers of related software

platforms. Additionally, the Town Purchasing sent invitations to five (5) suppliers that the Town knew had the capability to respond.

The Town received seventeen (17) proposals. The Selection Committee ranked all firms. Firms with a composite score of less than 78% were not put forth for committee ranking. The Selection Committee ranked the top three (3) firms, Tyler Technologies Inc., Online Solutions, LLC and Dude Solutions Inc. for oral presentations.

Oral presentations were held on July 26th and July 30th. The Selection Committee Voting Members made a unanimous decision to recommend Tyler Technologies, Inc.

The approved voting members for the Selection Committee were James Murphy and Debby Moody of PZB and Jim Palmer of IT. The two non-voting selection committee members were Wayne Bergman, Director, PZB and Jane LeClainche, Finance Director.

As in all selection committee meetings, designated non-voting members are provided with the same opportunity to ask questions and share their view as how they would rank a firm.

FUNDING/FISCAL IMPACT

Funding for this award will be from Building Enterprise Fund. The funding for the one-time license fee will require an allocation from the Building Enterprise Fund contingency of \$74,030. The Implementation and training costs of \$249,785 and annual maintenance costs of \$70,200 will be funded from the proposed FY22 budget once it is adopted.

PLANNING, ZONING AND BUILDING REVIEW

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

TOWN ATTORNEY REVIEW

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

cc: Wayne Bergman, Director, Planning, Zoning and Building, MCP, LEED-AP
James Murphy, Assistant Director, Planning, Zoning and Building
Debby Moody, Business Services Supervisor
Jane Le Clainche, CPA, Finance Director
Jim Palmer, Interim IT Division Director

RESOLUTION NO. 082-2021

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING THE AWARD OF RFP NO. 2021-16, PERMITTING SOFTWARE FOR THE BUILDING ENTERPRISE FUND TO TYLER TECHNOLOGIES, INC. IN THE AMOUNT OF \$249,785 FOR IMPLEMENTATION AND TRAINING, \$74,030 FOR ONE-TIME LICENSE FEES AND FIVE YEAR ANNUAL MAINTENANCE CONTRACT OF \$351,000 FOR A TOTAL FIVE YEAR CONTRACT AWARD OF \$674,815, PENDING SUCCESSFUL VENDOR PERFORMANCE AND BUDGET AUTHORIZATION.

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

Section 1. The Town Council of the Town of Palm Beach hereby approves Resolution No. 082-2021, approving the award of RFP No. 2021-16, Permitting Software for the Planning, Zoning and Building to Tyler Technologies, Inc. in the amount of \$249,785 for implementation and training, and \$74,030 for one-time license fees. Annual maintenance costs are \$70,200 for a five year contract total budget authorization of \$351,000 pending successful vendor performance and budget authorization. Total contract award including the five year maintenance contract is \$674,815.

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

PASSED AND ADOPTED in a regular, adjourned session of the Town Council of the Town of Palm Beach assembled this 10th day of August, 2021.

Danielle H. Moore, Mayor

ATTEST:

Queenester Nieves, CMC, Town Clerk

Section 2 Vendor Experience

Vendor Experience: Provide a description of local government experience and experience completing similar projects. List municipalities and other local entities that use your product.

Public Sector/Local Government is all that Tyler does, with over 30 years of experience.

See section 2.8 and 2.9 for Tyler/EnerGov implementations and current clients of similar size.

Experience: Past experience includes working on projects of a similar nature and working with public sector users with similar needs as Town of Palm Beach.

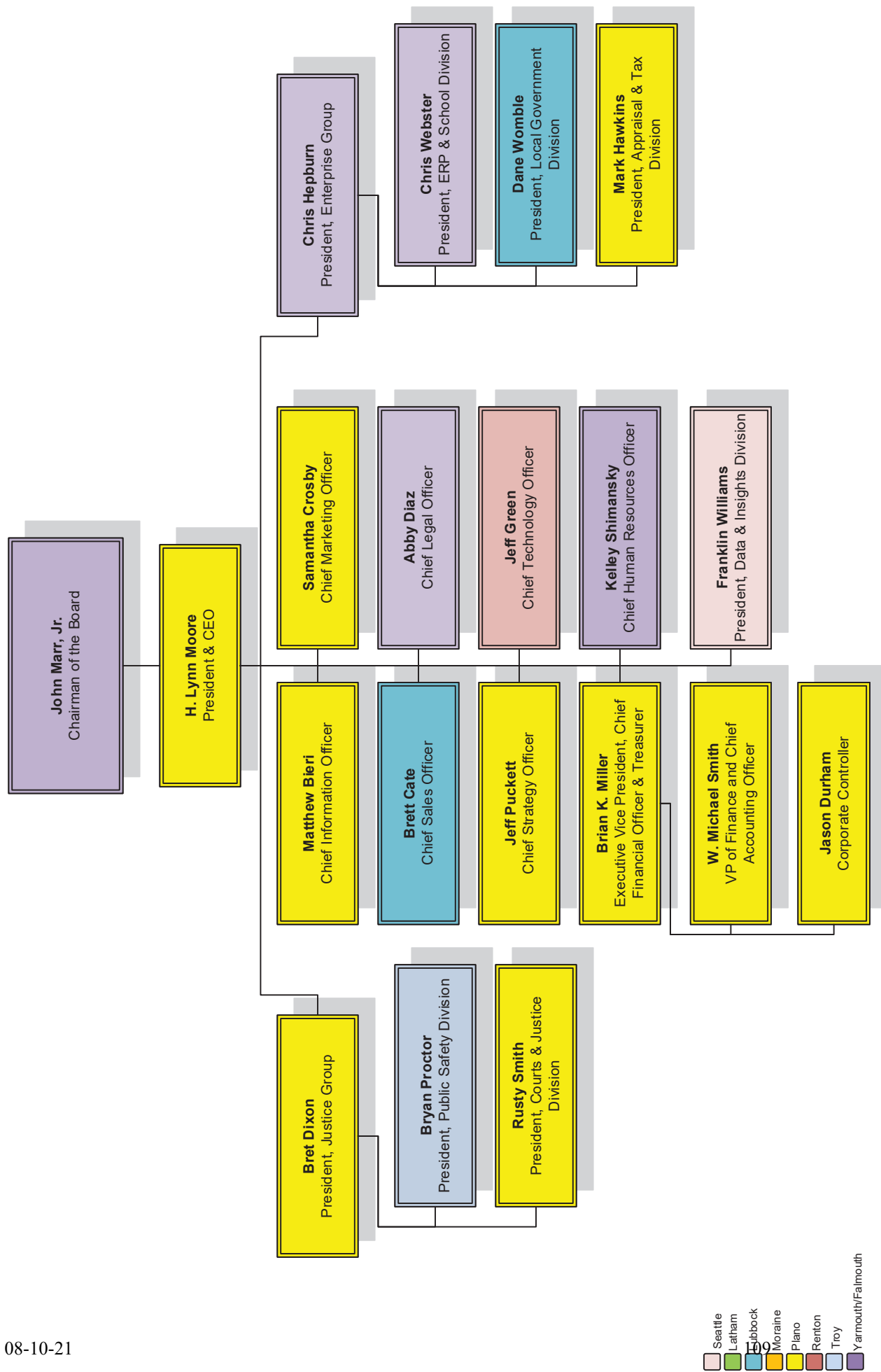
Please see Section 2.8 & 2.9.

Please provide following information by uploading a document(s):

Organizational Chart

Please reference the following pages.

Tyler Technologies Leadership Team



Experience of the firm

Tyler Technologies is the largest and most established provider of integrated software and technology services focused on the public sector. Tyler's end-to-end solutions empower local, state, and federal government entities to operate more efficiently and connect more transparently with their constituents and with each other. By connecting data and processes across disparate systems, Tyler's solutions are transforming how clients gain actionable insights that solve problems in their communities. Tyler has more than 27,000 successful installations across more than 11,000 sites, with clients in all 50 states, Canada, the Caribbean, Australia, and other international locations.



Visualize



Analyze



Understand



Engage

2.1 Our Products

With decades of exclusive public sector experience, Tyler is the market leader providing integrated software and services. Subject matter experts and in-depth products result in a sustainable client partnership that delivers the industry's most comprehensive solution. We provide the industry's broadest line of software products and offer clients a single source for all their information technology needs in several major areas: Appraisal & Tax, ERP, Civic Services, Land & Official Records, Courts & Justice, Public Safety, Data & Insights, and Schools.

We are known for long-standing client relationships, functional and feature-rich products, and the latest technology. In addition to software products, Tyler provides related professional services including installation, data conversion, consulting, training, customization, support, disaster recovery, and application and data hosting.

2.2 About Tyler Technologies

- Empowering government and schools to create safer, smarter and more vibrant communities
- Solutions include: Appraisal & Tax, Civic Services, Courts & Justice, Data & Insights, ERP, Land & Official Records, Public Safety and Schools
- Headquartered in Plano, Texas, with 28 office locations across the U.S. and Canada
- Tyler was incorporated in Delaware in November 1989
- Tyler is a publicly traded corporation on the NYSE (TYL)
- Founded in 1966
- Exclusively focused on local government since 1997
- More than 27,000 successful installations across 11,000 sites, with clients in all 50 states, Canada, the Caribbean, Australia and other international locations
- Client retention rate of 98%
- 6,600+ employees
- Annual revenues of \$1.08 billion (2019)
- Reinvestment of \$64M into Research & Development

- Scalable products with the smallest jurisdiction (Loving County, Texas, with a population of 82) to the largest (Los Angeles County, California, with a population of 10.1M)

2.3 Public Sector Focus

Tyler's business units have provided software and services to clients for more than 50 years and have long-standing reputations in the local government market for quality products and customer service. Tyler is the largest company in the United States focused solely on providing software solutions to the public sector. While many of our competitors compete in multiple vertical markets, Tyler is singularly focused on the public sector. It is 100 percent of our business.

Tyler recognizes that the public sector is generally stable and risk-averse, and craves community accessibility, security and transparency. That is why local government and school entities seek reliable and efficient software and services from Tyler – a vendor who is professional, reputable and dedicated and achieves results. Tyler has the experience to understand the unique requirements of the public sector, the necessary resources to invest in its products and the ability to deliver quality services.

2.4 Industry Leadership

Tyler strives to provide the best client services in the industry. Our products undergo testing by trained quality assurance and certified usability analysts, therefore our clients benefit from products that work logically based upon user experience and input. We also focus our implementation and support professionals on specific groups of applications so they can offer more specialized services.

Our commitment at Tyler is to ensure the highest level of client satisfaction through the efforts of Tyler's most valued resource: its people. We challenge our employees to pursue new initiatives aggressively and become industry leaders in their respective fields. Tyler employs 6,600+ individuals, many of whom are seasoned professionals with unique and proprietary skills and years of industry experience. In fact, our employee turnover rate is very low – in recent years, about half of the industry average.

2.5 Company Recognition

Tyler Technologies has earned the reputation as an industry leader based on our products and commitment to our clients. These factors, along with our financial strength and industry partnerships, have resulted in numerous accolades. "The recognition emphasizes Tyler's consistently strong growth, which is a direct result of our commitment to supporting our more than 21,000 clients and the development of best-in-class software and services to serve the needs of the public sector" said John S. Marr Jr., Chairman of the Board of Tyler Technologies.

Tyler has been named to the following prestigious lists alongside some of the most innovative and influential companies in the United States.

2.5.1 Innovative and Strong

- Dallas Business Journal ranked Tyler's Plano office #8 in its "North Texas Fastest-Growing Public Companies" list (2017)
- Forbes' "Most Innovative Growth Companies" list (2016, 2017)
- Forbes' "America's Best Small Companies" list (nine times)
- Barron's 400 Index ranking, a measure of the most promising companies in America (six times)
- Software Magazine's "Software 500" ranking of the world's largest software and service suppliers (seven times)

- Audit Integrity's "America's Most Trustworthy Companies" list (2007)

2.5.2 Employer of Choice

- Forbes' "Best Employers for Diversity" (2019)
- Forbes' "Best Employers for Women" list (2018)
- Forbes' "Best Midsize Employers" list (2018)
- Tyler's three Maine offices recognized as "Best Places to Work in Maine" (nine times since 2007)
- Dallas Morning News' "Best in DFW: Top Workplaces" recognized Tyler's Plano, Texas, office (five times)
- Dayton Daily News' "Top Workplaces in the Dayton Metro Area" recognized Tyler's Moraine, Ohio, office
- Tyler's Lubbock, Texas, office named to the "Best of Lubbock" list by the Lubbock Avalanche-Journal (2016 and 2017)
- Detroit Free Press named Tyler's Troy, Michigan, office a top workplace (2017)
- Phoenix Business Journal named Tyler's Tempe, Arizona, office on Best Places to Work list (2017)

2.6 Our Experience

Tyler Technologies' solutions offer the widest breadth of products in the industry, the latest technology available, and an integrated system that can operate in diverse offices throughout a jurisdiction. More importantly, Tyler's vision and skill in executing that vision is what ultimately leads to a successful implementation and long-term solution for our clients. Our experienced team consists of industry leaders that keep our team moving and making sure we can give you the tools to succeed.

Ability of personnel

2.7 Ability of Personnel

Tyler actively seeks the best talent to help us implement our solutions for our clients. Our staff consists of seasoned professionals with unique and proprietary skills, and years of industry experience, who are focused on specific products and in dedicated regions. Tyler has over 500+ Tyler staffers who implement our ERP systems, all focused on local government. Our talent pool is deep and tenured.

Current contracts

2.8 Current Contracts for EnerGov

Below is a list of current contracts for EnerGov.

Client	State	Phase Status	Start	Estimated Live Date
Allentown, PA	PA	50.Active, Scheduled	2/8/2021	2/15/2022
Altamonte Springs, FL	FL	50.Active, Scheduled		
Annapolis, MD	MD	52.Active, Not Yet Scheduled	11/3/2020	11/16/2021
Auburn, ME	ME	50.Active, Scheduled	4/1/2021	5/1/2021
Batavia, NY	NY	50.Active, Scheduled	2/22/2021	2/8/2022
Baytown, TX	TX	50.Active, Scheduled	2/4/2020	4/13/2021
Broken Arrow, OK	OK	52.Active, Not Yet Scheduled	4/5/2021	5/2/2022
Bryant, AR	AR	30.Not Started		

Cape Coral, FL	FL	40.On Hold	1/8/2019	
Casper, WY	WY	50.Active, Scheduled	4/7/2020	4/13/2021
Cathedral City, CA	CA	50.Active, Scheduled	12/17/2018	1/4/2021
Christiansburg, VA	VA	20.Signed Contract - To be assigned to PM	3/1/2022	3/1/2023
Clarksville, TN	TN	40.On Hold		
Cleveland, TN	TN	50.Active, Scheduled	7/21/2020	7/6/2021
Colleyville, TX	TX	45.Scheduled, Not Started	5/12/2021	6/1/2022
Collin County, TX	TX	40.On Hold	7/24/2018	
Concord, NH	NH	40.On Hold	12/3/2019	5/25/2021
Conway, AR	AR	50.Active, Scheduled	9/1/2020	5/17/2021
Coral Springs, FL	FL	20.Signed Contract - To be assigned to PM	7/1/2022	9/1/2023
Craven County, NC	NC	40.On Hold	3/13/2018	6/4/2019
Crown Point, IN	IN	40.On Hold	6/5/2018	
Dallas, GA	GA	20.Signed Contract - To be assigned to PM		
Des Plaines, IL	IL	50.Active, Scheduled	4/21/2020	4/27/2021
DeSoto, TX	TX	20.Signed Contract - To be assigned to PM	10/1/2022	10/1/2023
Destin, FL	FL	50.Active, Scheduled	10/28/2019	6/22/2021
Doral, FL	FL	50.Active, Scheduled	10/29/2019	1/12/2021
Doral, FL	FL	50.Active, Scheduled	1/21/2020	1/12/2021
Doral, FL	FL	50.Active, Scheduled	7/13/2020	4/1/2021
Doral, FL	FL	50.Active, Scheduled	9/21/2020	10/30/2020
Dover, DE	DE	30.Not Started	10/1/2020	10/1/2021
Dublin San Ramon Services District, CA	CA	50.Active, Scheduled	1/26/2021	2/1/2022
Duncanville, TX	TX	40.On Hold	3/24/2020	3/31/2021
Dunedin, FL	FL	50.Active, Scheduled	6/5/2018	
El Monte, CA	CA	40.On Hold	9/8/2020	9/14/2021
Fairfield, CA	CA	20.Signed Contract - To be assigned to PM	7/1/2022	10/1/2023
Fort Mill, SC	SC	50.Active, Scheduled	8/5/2019	6/28/2021
Fredericksburg, VA	VA	20.Signed Contract - To be assigned to PM	9/1/2019	9/1/2020
Gadsden, AL	AL	30.Not Started	6/3/2019	
Gillette, WY	WY	50.Active, Scheduled	5/11/2020	5/11/2021
Gilroy, CA	CA	50.Active, Scheduled	10/26/2020	11/30/2021
Glendale, CA	CA	50.Active, Scheduled	4/13/2021	
Glenwood Springs, CO	CO	40.On Hold	3/1/2020	12/1/2021
Hanford, CA	CA	50.Active, Scheduled	9/24/2019	4/6/2021
Hartford, CT	CT	50.Active, Scheduled		
Hastings, NE	NE	20.Signed Contract - To be assigned to PM	7/1/2020	6/30/2021
Hawthorne, CA	CA	50.Active, Scheduled	2/9/2021	9/27/2021
Hendersonville, TN	TN	50.Active, Scheduled		
Herndon, VA	VA	42.On Hold:COVID-19	4/9/2019	

Highland Park, IL	IL	50.Active, Scheduled	10/27/2020	11/2/2021
Hilton Head Island, SC	SC	52.Active, Not Yet Scheduled		
Indian Wells, CA	CA	30.Not Started		
Indian Wells, CA	CA	50.Active, Scheduled	10/13/2020	10/11/2021
Iredell County, NC	NC	45.Scheduled, Not Started	5/25/2021	5/23/2022
Jackson, MS	MS	40.On Hold	3/1/2020	5/1/2021
Johns Creek, GA	GA	50.Active, Scheduled	1/5/2021	11/30/2021
Kennewick, WA	WA	50.Active, Scheduled	3/17/2020	7/16/2021
Kissimmee, FL	FL	50.Active, Scheduled	12/1/2019	1/25/2021
Lathrop, CA	CA	50.Active, Scheduled	1/14/2020	4/26/2021
Lawton, OK	OK	30.Not Started	1/1/2021	1/1/2022
Lompoc, CA	CA	30.Not Started	7/1/2020	7/1/2021
Manassas, VA	VA	50.Active, Scheduled	12/15/2020	2/26/2021
Manchester, CT	CT	50.Active, Scheduled	1/28/2021	1/18/2021
Mankato, MN	MN	50.Active, Scheduled	1/5/2021	1/11/2022
Marion County, FL	FL	42.On Hold: COVID-19	1/1/2099	
Merced, CA	CA	30.Not Started	3/1/2022	4/1/2023
Miami Beach, FL	FL	30.Not Started		
Naperville, IL	IL	50.Active, Scheduled	1/2/2019	9/1/2021
North Chicago, IL	IL	20.Signed Contract - To be assigned to PM	5/1/2022	3/1/2023
North Lauderdale, FL	FL	50.Active, Scheduled	9/8/2020	9/21/2021
North Richland Hills, TX	TX	50.Active, Scheduled	2/17/2020	8/10/2021
Norwood, MA	MA	50.Active, Scheduled	7/14/2020	7/20/2021
O'Fallon, MO	MO	50.Active, Scheduled	4/1/2020	6/13/2021
Orange County, VA	VA	30.Not Started	5/11/2021	5/9/2022
Orland Park, IL	IL	30.Not Started	9/1/2021	3/1/2022
Oxford, MS	MS	50.Active, Scheduled	10/6/2020	10/25/2021
Oxnard, CA	CA	30.Not Started	10/1/2022	12/1/2023
Palm Beach Gardens, FL	FL	50.Active, Scheduled	10/6/2020	10/12/2021
Palm Springs, CA	CA	20.Signed Contract - To be assigned to PM	8/1/2021	8/31/2022
Pasadena, TX	TX	50.Active, Scheduled	12/1/2020	12/31/2021
Pembroke Pines, FL	FL	50.Active, Scheduled	11/2/2020	11/1/2021
Pembroke Pines, FL	FL	50.Active, Scheduled	11/1/2021	2/25/2022
Petaluma, CA	CA	50.Active, Scheduled	8/25/2020	8/16/2021
Port Arthur, TX	TX	30.Not Started	4/2/2022	10/1/2023
Portsmouth, VA	VA	50.Active, Scheduled	2/12/2019	3/12/2021
Poway, CA	CA	50.Active, Scheduled	11/17/2020	11/16/2021
Prince George County, VA	VA	42.On Hold: COVID-19	5/15/2018	5/12/2020
Pulaski County, VA	VA	30.Not Started	7/1/2020	7/1/2021
Reading, PA	PA	20.Signed Contract - To be assigned to PM	1/1/2022	1/1/2023
Richardson, TX	TX	30.Not Started	1/1/2022	1/1/2023
Richland, WA	WA	45.Scheduled, Not Started	3/10/2021	

Rolling Meadows, IL	IL	50.Active, Scheduled	1/28/2020	5/17/2021
San Ramon, CA	CA	50.Active, Scheduled	11/13/2018	5/11/2021
Sanibel, FL	FL	50.Active, Scheduled	8/22/2017	5/25/2021
Spartanburg County, SC	SC	50.Active, Scheduled	5/26/2020	7/13/2021
Streamwood, IL	IL	50.Active, Scheduled	1/14/2020	4/23/2021
Sugar Land, TX	TX	50.Active, Scheduled	10/13/2020	10/19/2021
Sumner, WA	WA	50.Active, Scheduled	1/7/2020	6/1/2021
Superior, WI	WI	50.Active, Scheduled	9/22/2020	9/13/2021
Tigard, OR	OR	20.Signed Contract - To be assigned to PM	1/1/2022	7/1/2023
Town and County of Nantucket, MA	MA	50.Active, Scheduled	8/11/2020	11/3/2020
Walla Walla, WA	WA	30.Not Started		
Walton County, FL	FL	50.Active, Scheduled	11/1/2019	3/30/2021
Wauwatosa, WI	WI	30.Not Started	4/13/2021	4/19/2022
Wayne County, NC	NC	30.Not Started	9/1/2021	9/1/2022
Weymouth, MA	MA	42.On Hold: COVID-19	10/22/2019	10/20/2020
Wilsonville, OR	OR	50.Active, Scheduled	10/20/2020	10/26/2021
Winfield, KS	KS	50.Active, Scheduled	10/27/2020	11/2/2021
Wood Dale, IL	IL	50.Active, Scheduled	10/1/2019	11/2/2020
Yucaipa, CA	CA	30.Not Started		

Projects comparable in type and size and complexity

2.9 Projects of Comparable Size & Complexity

Client	State	Budget/Size
DeSoto County	Mississippi	\$108,686,550, 703 FTEs
Carlsbad	New Mexico	\$114,000,000, 550 FTEs
Person County	North Carolina	\$114,925,000, 1,542 FTEs
Farmers Branch	Texas	\$77,599,202, 431 FTEs
Dennis	Massachusetts	\$49,600,000, 600 FTEs
Wellington	Florida	\$89,500,000, 400 FTEs
Fernandina Beach	Florida	\$87,093,000, 460 FTEs
Southlake	Texas	\$100,000,000, 500 FTEs

Litigations in past five years and resolutions

Litigation matters involving a Tyler client: Tyler has more than 26,000 successful installations across more than 10,000 sites, with clients in all 50 states, Canada, the Caribbean, Australia, and other international locations. Litigations between Tyler and a Tyler client are not common. Tyler makes every effort to engage in reasonable and productive dispute resolution processes with its clients when there are project challenges or other apparent impasses under a contract. In limited circumstances, a Tyler client feels compelled to bring a lawsuit (often for reasons that, although unstated, are outside Tyler's control), or a third-party brings a lawsuit involving both Tyler and a Tyler client. **Currently pending lawsuits that meet this description are summarized below:**

- *Kern County v. Tyler Technologies, Inc.* (Superior Court of California, County of Kern, Case No. BCV-20-101197): Tyler was served on May 21, 2020. Kern County's complaint includes allegations of breach of contract and related tort claims and violations of state business statutes. Tyler strongly disputes those allegations. Tyler has been, and remains, ready, willing, and able to deliver on our contract. We hope the county will choose to engage with us productively and we look forward to refuting the misinformation and misguided allegations included in their complaint.

Recent litigation that meets this description is set forth below:

- *Anoka County v. Tyler Technologies, Inc.* (Anoka County, MN District Court): On June 15, 2020, Anoka County served Tyler with a complaint that Anoka did not file with the court, escalating a dispute outside of the contractual dispute resolution process. Anoka's complaint sought specific performance and damages in excess of \$50,000. On July 6, 2020, Tyler removed that lawsuit to the United States District Court for the District of Minnesota (Case No. 20-cv-1524). Tyler filed its answer, affirmative defenses and counterclaims on July 13, 2020. Tyler also continued to try to get Anoka to engage with Tyler in a productive and cooperative way. At the time of the dispute, Anoka was in live production on the contracted-for system, which they used for daily operations, including a publicly available portal for citizen inquiry and payment of current tax bills. Prior to Anoka filing the lawsuit, Tyler's project team had already delivered the functionality scheduled for go-live and post go-live, and continued to deliver on its ongoing obligations on a regular and highly-resourced basis. As a result of this highly engaged response by Tyler, the parties were able to mutually agree to a resolution, and the Court dismissed the case with prejudice on April 29, 2021.
- *Sacramento Regional Public Safety Communications Center ("SacFire") v. Tyler Technologies, Inc.* (E.D. Cal. No. 2:18-cv-01111): On June 22, 2018, SacFire filed a lawsuit against Tyler relating to a proposal submitted by Tyler's predecessor-in-interest, New World Systems Corporation, and a contract arising out of that proposal that SacFire and Tyler executed soon after Tyler acquired New World. The lawsuit asserted four claims relating to the proposal and the parties' resulting contract. The lawsuit was baseless. Tyler filed a motion to dismiss the lawsuit, and one of SacFire's claims was dismissed. The parties subsequently negotiated a mutually agreeable resolution of the remaining claims, and SacFire dismissed the case with prejudice. The Court entered that dismissal on July 17, 2019.

Litigation matters involving current or former Tyler employees: Although Tyler has more than 5,000 current employees, employment lawsuits involving Tyler are not common. Currently, there are loosely affiliated lawsuits against Tyler involving FLSA-type claims. **Currently pending lawsuits that meet this description are summarized below:**

- *FLSA Lawsuits:* There are two individual plaintiff lawsuits and one alleged class action/collective action lawsuit currently pending. Each of those lawsuits makes similar allegations: that certain Tyler Implementation Consultants should be classified as non-exempt from overtime wage laws under state and/or federal law. Those lawsuits include the purported class/collective action *Kudatsky v. Tyler Technologies, Inc.* (N.D. Cal., Case No. 19-CV-07647) (service date: December 6, 2019); as well as an individual plaintiff lawsuit *Wright v. Tyler Technologies, Inc.* (E.D. Ark., 20-cv-454) (service date: March 2, 2020). In each case, Tyler is confident in its position that Tyler implementation consultants have been properly classified as a matter of law and consistent with industry standards.

Recent lawsuits that meet this description are described below:

- *Greene v. Tyler Technologies, Inc.* (N.D. Ga., Case No. 19-cv-1338): Tyler was served with this lawsuit on March 26, 2019, and the parties mutually agreed to a resolution that was approved by the Court on April 14, 2021. The individual plaintiff alleged that she had been improperly classified as an

exempt professional based on the nature of the work she performed for Tyler and its predecessor-in-interest, ExecuTime LLC. Tyler disputed her claims.

- *Kohlmann v. Tyler Technologies, Inc. et al. (N.D. Cal., Case No. 20-CV-00861)*: Tyler was served on January 7, 2020. A former Tyler employee alleged she was terminated because Tyler refused to accommodate, and discriminated against her on the basis of, a medical condition. Despite Tyler's efforts, plaintiff failed her standardized assessments and, as such, her employment with the company was terminated. Tyler strongly disputed her contentions and the lawsuit was dismissed with prejudice as of October 15, 2020.

Lawsuits otherwise involving Tyler software or services: Third parties have also brought lawsuits against Tyler based on some alleged connection between the cause of action and a Tyler software or service. **Currently pending lawsuits that meet this description are summarized below:**

- *Chavez Law Offices, PA v. Tyler Technologies, Inc.* (Second Judicial District Court, Bernalillo County, New Mexico, No. D-202-CV-2021-01248): On March 2, 2021, Tyler was served in the above-captioned proceedings. The Plaintiff, a law firm in New Mexico, alleges that Tyler, as the provider of the Odyssey File & Serve electronic filing system used by New Mexico courts, has not refunded certain filing fees paid by Plaintiff that the Plaintiff believes it should not have been charged. The complaint alleges certain tort claims and violations of the New Mexico Unfair Trade Practices Act. The lawsuit appears to be based on Plaintiff's misunderstanding of how filing fees are assessed and the circumstances under which they may be refunded. Tyler is confident that it has acted in accordance with the terms of its agreement and applicable law, and that the allegations in the complaint are meritless and warrant dismissal.
- *Levine v. Scott et al.* (DeKalb County Superior Court, GA, No. 19-CV-7832). Tyler was served on September 25, 2019. The plaintiff is an individual seeking declaratory and injunctive relief for various claims. His suit names twelve co-defendants along with Tyler, most of whom are officials from various Georgia state courts. As best can be understood from the complaint, the allegations stem from Mr. Levine's complaints about the results of various court proceedings and court rulings against him. Tyler had no involvement in any of those proceedings or rulings, and the only alleged connection between Tyler and the complaint appears that certain filings were entered using a Tyler electronic filing solution. Tyler is very confident that any claims against it, to the extent any claims are even pled against Tyler, are meritless and warrant dismissal.
- *Stern v. Snohomish County, d/b/a Snohomish County 911 ("Sno911") et al.* (Snohomish County Superior Court, State of Washington, No. 18-2-05901-31): Tyler was joined to a pending lawsuit against Sno911 on January 24, 2019. Plaintiff Darrin Stern is a former employee of Sno911, a Tyler client in live production on the New World Public Safety software. Mr. Stern alleges that Sno911 discriminated against him by failing to accommodate his alleged disability – color-blindness. He alleges a single claim against Tyler: that Tyler aided and abetted Sno911's discrimination against, and wrongful discharge of, Mr. Stern. Tyler had no role in Sno911's employment decisions relating to Mr. Stern. For that and other reasons, Tyler is confident that Mr. Stern's claims against Tyler are meritless.
- *Turnage et al. v. Oldham et al.* (W.D. Tenn., 16-cv-2907): Tyler was served on January 9, 2017. Tyler's original co-defendants include Shelby County, Tennessee and various Shelby County officials. The alleged class action plaintiffs' complaint alleges that processing errors in the County's new criminal justice software system resulted in certain plaintiffs being denied timely processing through the jail, incorrectly issued arrest warrants, or other errors. Tyler was responsible for the court case management system component of the system, and was not responsible, for example, for the jail management solution. Since that time, and various case consolidations, the consolidated plaintiffs

have filed multiple amended complaints, ultimately naming all of the other vendors whose software or services were involved in the County's criminal justice system upgrade. Tyler moved to dismiss the lawsuit, and that motion was granted in part, leaving only one claim pending against Tyler. Tyler is confident in its defense against that claim.

Recent litigation that meets this description is summarized below:

- *Akoloutheo, LLC v. Tyler Technologies, Inc.* (E.D. Tex., No. 19-CV-818): On November 14, 2019, Tyler was served in the above-captioned proceedings. The plaintiff claimed Tyler infringed its U.S. Patent No. 7,426,730 through two specifically identified Tyler software solutions: dataXchange and Tyler Content Manager. Tyler understands that the plaintiff is a non-practicing entity that has sued on this patent more than a dozen times since 2018. Before Tyler entered an appearance, the lawsuit was dismissed with prejudice on December 17, 2019.
- *Daniels Law LLC, et al, vs. Tyler Technologies, Inc.* (Gwinnett County Superior Court, State of Georgia, No. 19-A-00687-6): On January 31, 2019, three named plaintiffs filed an alleged class action relating to certain transaction fees assessed in connection with use of eFileGA, an electronic filing solution Tyler makes available to courts in Georgia. The lawsuit appeared to be based on plaintiffs' misunderstanding or mischaracterization of the State legislation outlining permissible fees for electronic filings and/or the fee structure Tyler has deployed consistent with that legislation. Tyler filed a motion to dismiss, and the plaintiffs ultimately responded by dismissing the lawsuit. The stipulation of dismissal was filed on July 12, 2019.
- *Von Lossberg v. Tyler Technologies, Inc. et al.* (4th Judicial District, Ada County, Idaho, No. CV01-18-12607): On July 15, 2018, plaintiffs, parents of an adult son, filed a lawsuit against Tyler, the State of Idaho, the Idaho State Police, Ada County and John/Jane Does 1-10. The lawsuit alleged that the adult son committed suicide using a handgun he should not have been allowed to purchase because an Order of Commitment had been entered against him. The county he resided in – Ada County – uses Odyssey and integrates from Odyssey with the Idaho State Police ("ISP") to share information such as Orders of Commitment. It is undisputed that Tyler did not develop, implement or maintain that integration. Moreover, the complaint acknowledges that "the Ada County clerk's office was sending Commitment Orders and the ISP was receiving them, but ISP's system was not processing any of the information." It is also undisputed that Tyler did not develop, implement or maintain the ISP's system. Tyler moved to dismiss the lawsuit, and the court converted Tyler's motion to a motion for summary judgment. Prior to that motion deadline, the plaintiffs agreed to dismiss the lawsuit against Tyler with prejudice, and the parties mutually agreed to related terms to resolve the lawsuit. The order dismissing Tyler from the lawsuit was entered by the court on June 18, 2019.
- *Muranelli v. Town of Ossining et al.* (State of New York): An individual property owner sued the Town of Ossining, NY and the Town's Assessor for the 2016 assessment of the individual's real property seeking declaratory relief based on an alleged error in that assessment. The property owner served Tyler with the lawsuit in April 2018, apparently because Tyler performed a revaluation for the Town; however, there is no claim against Tyler and the relief sought cannot be provided by Tyler. As Tyler was preparing its motion to dismiss, the parties were able to resolve the litigation on mutually agreeable terms.

Lawsuits initiated by Tyler: Tyler's goal is to resolve every dispute reasonably and amicably. Where that is not possible, Tyler seeks redress through a lawsuit when it feels compelled to do so. **Currently pending lawsuits that meet this description are set forth below:**

- On August 10, 2020, Tyler filed a lawsuit in the United States District Court for the Southern District of Indiana, *Tyler Technologies, Inc. v. Lexur Enterprises, Inc. et al* (Case No. 20-cv-00173). The lawsuit is

based on defendants' concerted scheme to interfere with the bidding on public works contracts to undermine honest and fair competition in connection with the award of those contracts. The claims include federal and state antitrust claims, claims for tortious interference of contract and tortious interference with business relationships, and civil conspiracy. The defendants include two former Tyler employees, against whom Tyler included claims for breach of duty of loyalty and, as to one such former employee, breach of contract.

- Tyler is also involved in a lawsuit against a former third-party vendor. The lawsuit, *Tyler Technologies, Inc. v. Force Multiplier Solutions, Inc. et al.* was instituted on August 8, 2017. Tyler sued Force Multiplier Solutions, Inc. and affiliated entities in a Texas state court for breach of contract and related equitable claims. FMS is a reseller of certain Tyler school products. Despite Tyler's various attempts to secure payment, the FMS entities have refused to satisfy an outstanding receivable in excess of \$200,000. Tyler brought the lawsuit to enforce its contractual right to payment. The court granted summary judgment in Tyler's favor, and Tyler is working to collect.

Recent litigation that meets this description is set forth below:

- On July 6, 2020, Tyler filed a lawsuit against Multnomah County, OR involving an implementation of its Odyssey Attorney Manager product. Tyler filed the lawsuit in the United States District Court for the District of Oregon (Case No. 20-cv-1083). The complaint alleged breach of contract and related claims arising out of the County's failure to fulfill its obligations during the implementation and its refusal to pay for certain services Tyler delivered. Tyler was forced to take this action after extensive efforts at outreach and cooperation. Shortly after Tyler filed the complaint, the parties were able to engage in a productive dialogue, and subsequently negotiated a mutually agreeable settlement. As a result of the settlement, Tyler moved for voluntary dismissal with prejudice. The Court entered that dismissal on December 7, 2020. The County remains a Tyler client on other Tyler Software today.

Lawsuits involving other Tyler matters: Other lawsuits, involving other issues at the corporate level, lawsuits involving one of Tyler's predecessor-in-interest, or that represent some other type of filing are summarized below.

- *Vision Appraisal Technology Holdings, LLC v. Tyler Technologies, Inc.:* On November 3, 2017, Vision sued Tyler in a Massachusetts Superior Court. Vision claims Tyler violated a non-disclosure agreement relating to Tyler's appraisal services business by hiring employees who had been employed by Vision. Tyler filed a motion to dismiss, and while that motion was pending, the parties agreed to a resolution of the dispute. That agreed resolution was filed with the Court on June 29, 2018.
- *Munetrix, LLC v. Socrata, Inc.* (E.D. Mich. No. 2:17-cv-12598): Prior to its acquisition by Tyler, Socrata was sued by a Michigan company on claims relating to a contract award to Socrata by the State of Michigan. The lawsuit was resolved by the parties through a mutually agreeable resolution, which resolution was also finalized prior to the acquisition.

Out of an abundance of caution, we are disclosing two instances in which a customer prematurely filed a claim in court against Tyler (and/or its predecessor-in-interest, New World Systems Corporation). In each instance, the lawsuit was dismissed, and the parties followed an inter-party resolution process that successfully unwound each New World Public Safety portion of the project on mutually agreeable terms. Those customers are Great Falls, MT (2016); and O'Fallon, IL (2016). Both of these sites remain a Tyler client on other software.

Financial resources

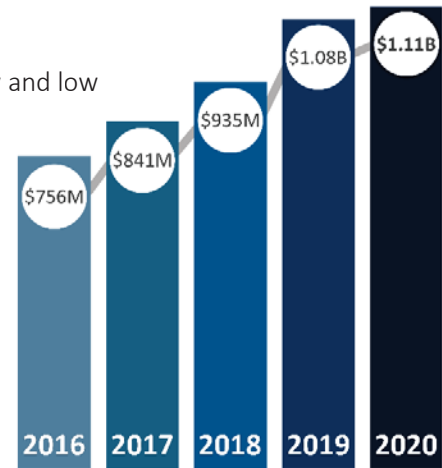
Note: Financial Information: Please provide an indication of the resources and the necessary working capital available and how it will relate to the firm's financial stability through the completion of the project shall be

included in the RFP response. If selected as a short listed finalist, the Town may request you to order and provide a copy of Dun & Bradstreet report.

2.10 Financial Stability

Tyler consistently maintains a solid balance sheet and strong cash flow and low debt, experiencing consistent revenue growth with 33 consecutive quarters of profitability, and a total revenue for 2020 of \$1.11 billion. While experiencing significant growth opportunities from an increase in staff and expanding territories, we anticipate additional product offerings and new technology will accelerate this growth substantially in the future. We believe a low-debt balance sheet, substantial cash reserves, and a committed customer base put Tyler in a great position in our industry to weather any unexpected turbulence in the economy.

For additional revenue information please visit www.tylertech.com



Town of Palm Beach Permit Tracking Software System

June 7, 2021

Christina Young - Senior Account Representative
One Tyler Drive, Yarmouth, ME 04096
Phone: 800.328.0310 ext:141136
Email: Christina.Young@tylertech.com

Restrictions on Disclosure

This proposal from Tyler Technologies, Inc. (“Tyler”) contains proprietary and confidential information, including trade secrets, belonging to Tyler or Tyler’s partners. Tyler is submitting this proposal on the express condition that the following portions will not be duplicated, disclosed, or otherwise made available, except for internal evaluation purposes:

- Response to the Functional Requirements, or “Checklist”
- Line-item pricing (total proposed contract amount may be disclosed)
- Screen shots, if any
- Detailed information regarding current customers
- Detailed employee resumes/CVs
- Customized Statement of Work/Implementation Plan

To the extent disclosure of those portions is requested or ordered, Tyler requires written notice of the request or order. If disclosure is subject to Tyler’s permission, Tyler will grant that permission in writing, in Tyler’s sole discretion. If disclosure is subject to a court or other legal order, Tyler will take whatever action Tyler deems necessary to protect its proprietary and confidential information and will assume all responsibility and liability associated with that action.

Tyler agrees that any portions not listed above and marked accordingly are to be made available for public disclosure, as required under applicable public records laws and procurement processes.

Trademarks Disclaimer

Because of the nature of this proposal, third-party hardware and software products may be mentioned by name. These names may be trademarked by the companies that manufacture the products. It is not Tyler’s intent to claim these names or trademarks as our own.

Table of Contents

Section 1	Executive Summary.....	1
Section 2	Vendor Experience.....	3
2.1	Our Products	4
2.2	About Tyler Technologies	4
2.3	Public Sector Focus	5
2.4	Industry Leadership.....	5
2.5	Company Recognition	5
2.5.1	Innovative and Strong	5
2.5.2	Employer of Choice	6
2.6	Our Experience.....	6
2.7	Ability of Personnel	6
2.8	Current Contracts for EnerGov	6
2.9	Projects of Comparable Size & Complexity.....	9
2.10	Financial Stability	14
Section 3	Personnel Experience.....	15
3.1	Tyler Staff.....	15
3.1.1	Sample Resumes	15
3.2	Project Resources.....	17
3.3	Roles and Responsibilities.....	18
3.3.1	Tyler Roles & Responsibilities	18
Section 4	Project Understanding	20
4.1	Experience in the Public Sector & Project Understanding.....	20
4.2	Team Capacity.....	20
Section 5	Approach and Scope of Services	21
5.1	EnerGov Community Development Overview	21
5.1.1	Permitting and Land Management	21
5.2	EnerGov Business Management Overview	26
5.2.1	Licensing and Regulatory Suite	26
5.3	Tyler System Specifications.....	30
5.4	Implementation	38
5.5	Work Breakdown Structure	39
5.6	Project Management	40

5.6.1	Project Communication	40
5.6.2	Management and Scope	41
5.7	Project Planning	41
5.8	Tyler Training Plan.....	41
5.8.1	Scheduling and Attendance	41
5.8.2	Responsibilities	42
5.9	Solution Validation.....	42
5.10	Data Conversion.....	43
5.10.1	Data Conversion Standards & Responsibilities	43
5.11	Tyler Technical Support	44
5.11.1	Focused by Application	45
5.11.2	Incident Tracking.....	45
5.11.3	Software Updates & Maintenance.....	46
Section 6	Schedule	48
6.1	Project Planning	48
6.1.1	Proposed Project Phases.....	48
Section 7	Fee.....	49
7.1	Tyler Investment Summary	49
Section 8	References	50
Section 9	Terms and Conditions	51
9.1	Sample Contract.....	51
9.2	Exceptions	52

June 7, 2021

Town of Palm Beach
Duke Basha
Assistant Purchasing Manager
360 S. County Rd,
Palm Beach, FL 33480.

One Tyler Dr
Yarmouth ME 04096
P: 800.772.2260
F: 207.781.2459
www.tylertech.com

RE: Response to RFP for Permit Tracking Software System

Dear Duke:

Tyler Technologies, Inc. (Tyler) is pleased to respond to the Town of Palm Beach's Request for Proposal dated May 5, 2021, for Permit Tracking Software System. The attached proposal will detail our complete offering, including:

- EnerGov software applications
- Necessary consultation to define scope of services
- Implementation of software and services
- Training on, and support of, provided software and services

In presenting the enclosed proposal, Tyler warrants that it is unaware of any known conflict of interest in responding to, or submitting, said proposal in response to the Town of Palm Beach's RFP. Tyler also warrants that it complies, and acts in accordance, with:

- Federal Executive Orders relating to the enforcement of civil rights
- Federal Codes regarding Anti-discrimination in Employment
- Title 6, Civil Rights Act of 1964
- Requirements of the Americans with Disabilities Act of 1990 for work performed due to this RFP

This proposal and cost schedule shall be valid and binding for 120 days following the RFP due date. Except as set forth in this proposal, this proposal may be released in part or in total as public information in accordance with the requirements of the laws covering same.

One or more individuals in the Tyler Contracts Department have read and accepted the terms and conditions of the RFP and any amendments, except as modified by, taken exception to, or otherwise set forth in Tyler Technologies' proposal.

If you have any questions related to this proposal, please feel free to contact:

Christina Young, Senior Account Representative
800.328.0310 ext:141136 - Christina.Young@tylertech.com

Respectfully submitted,

A handwritten signature in blue ink that reads "Rob Kennedy-Jensen".

Rob Kennedy-Jensen
Director of Contracts, Tyler Technologies, Inc.
Tyler Technologies, Inc. is a publicly traded corporation (NYSE: TYL)
EIN: 75-2303920

Section 1 Executive Summary

Executive Summary: A summary of the proposal stating the proposer's understanding of the request and highlights of the proposed solution.

Tyler Technologies, Inc. has thoroughly reviewed the Town of Palm Beach's Request for Proposal for a comprehensive, fully integrated permit tracking and land management/Civic Services software solution, including your goals and purpose for replacing the current systems. Tyler understands that Palm Beach seeks a vendor who would provide a range of services including software, installation, conversion, implementation, and training. Additionally, the ideal solution will manage workflow, record keeping, inspections, and reporting for all Development Services functions, resulting in faster, more accurate and more user-friendly software that increases staff productivity while enriching the public experience.

What the Town Gains in a Continued Partnership with Tyler

As a 20-year veteran of public sector software, I can think of a myriad of reasons to continue your software relationship with Tyler! First and foremost, I believe Tyler Technologies is more than qualified to offer the Town the most robust, scalable and functionally-rich Civic Services solution in the industry. Tyler's Civic Services is, in a nutshell, designed to meet the entire scope of the requirements presented by the Town's RFP. And as an existing Eden user under the Tyler family, the Town of Palm Beach is uniquely positioned to reap additional benefits not found with other vendors:

- You will continue to enjoy the benefit of Tyler's Evergreen and everGuide practices—where you will never have to pay for an upgrade and will be provided with a continuous improvement initiative that includes training and consulting to ensure you get the most from your investment.
- You will continue with the same great people, including sales, implementation, support, and your same peers at Tyler's Connect Conference and Washington state's User Group meeting; and
- The inherent ability to integrate Tyler's Civic Services directly with Eden Financials.

Consider the City of Temecula, California's experience.

“I think most citizens want transparency. So, when you're opening yourself up to all of these ways they can contact you and reach you, they feel more connected. Previously, we had a website email contact form where we were seeing 50-60 emails come in in a month. Since we've had the app live, we've had 300 issues reported. Before, it was antiquated. Now they receive [issues] on their smartphones via Tyler's MyCivicApps.”

As you may be aware, Tyler has been providing software to municipalities in Florida and throughout the country for decades. What's more, as a Tyler client you will continue to enjoy the best return on investment available. Tyler also offers a full suite of complimentary solutions (not currently proposed) in our



Connected Community approach, that can address virtually any software requirement the Town may have. This includes, but is not limited to, school solutions, parks and rec, courts and jail management, appraisal and tax, public safety, timekeeping, cybersecurity, and a full suite of productivity tools such as analytics and reporting, 311 and community notifications, meeting manager, and more. Because Connected communities are thriving communities, and thriving communities are supported by building digital infrastructures, which is exactly what Temecula is doing and plans to continue to do for the foreseeable future.

Tyler's Civic Services Solution

Tyler's leader in Civic Services solutions provides the Town with a state-of-the-art Microsoft .NET, GIS-based Permitting & Land Use Application Management software designed specifically for government agencies. GIS-centric mapping enables you to plan and forecast; a public portal provides online permit submittal and tracking; integration with Eden Financials and Tyler Cashiering provides seamless, secure and up-to-date processing that eliminates redundancy and duplication of effort; real-time route planning facilitates workflow; and a central database enables your staff to be efficient, allows for inter-agency involvement, and provides precise reporting; the MyCivic bundle for a technologically-savvy request management mobile app that enables your citizens to report issues optionally from their phone, the Town's website, or a social media (Facebook) page associated with Palm Beach.

And as always, Tyler's everGuide process provides Palm Beach with the training and services needed to maintain Best Business Practices for the Town. And in keeping with Tyler's other solutions, Civic Services offers unrivalled contemporary experience in the public sector industry—including mobile applications currently at the cutting edge of technology.

Why Partner with Tyler? You'll Invest in the Highest-Value Solution Available for Palm Beach.

As every Town knows, the solution you choose is all about the vendor's ability to help solve problems. That's why Tyler is committed to focusing on your critical business and strategic issues. As a current Tyler client, your selection of Tyler's ERP solution would continue the partnership we have embarked upon and provide the Town with a continuing relationship that helps to further your Connected Community today, and well into the future.

Helping our clients solve their problems is what our solutions are all about—and we are committed to making the implementation of your new Civic Services solution a successful one.

Making Connected Communities a Reality

Tyler has the vision, resources, domain expertise, and the passion to focus on creating Connected Communities.



Section 2 Vendor Experience

Vendor Experience: Provide a description of local government experience and experience completing similar projects. List municipalities and other local entities that use your product.

Public Sector/Local Government is all that Tyler does, with over 30 years of experience.

See section 2.8 and 2.9 for Tyler/EnerGov implementations and current clients of similar size.

Experience: Past experience includes working on projects of a similar nature and working with public sector users with similar needs as Town of Palm Beach.

Please see Section 2.8 & 2.9.

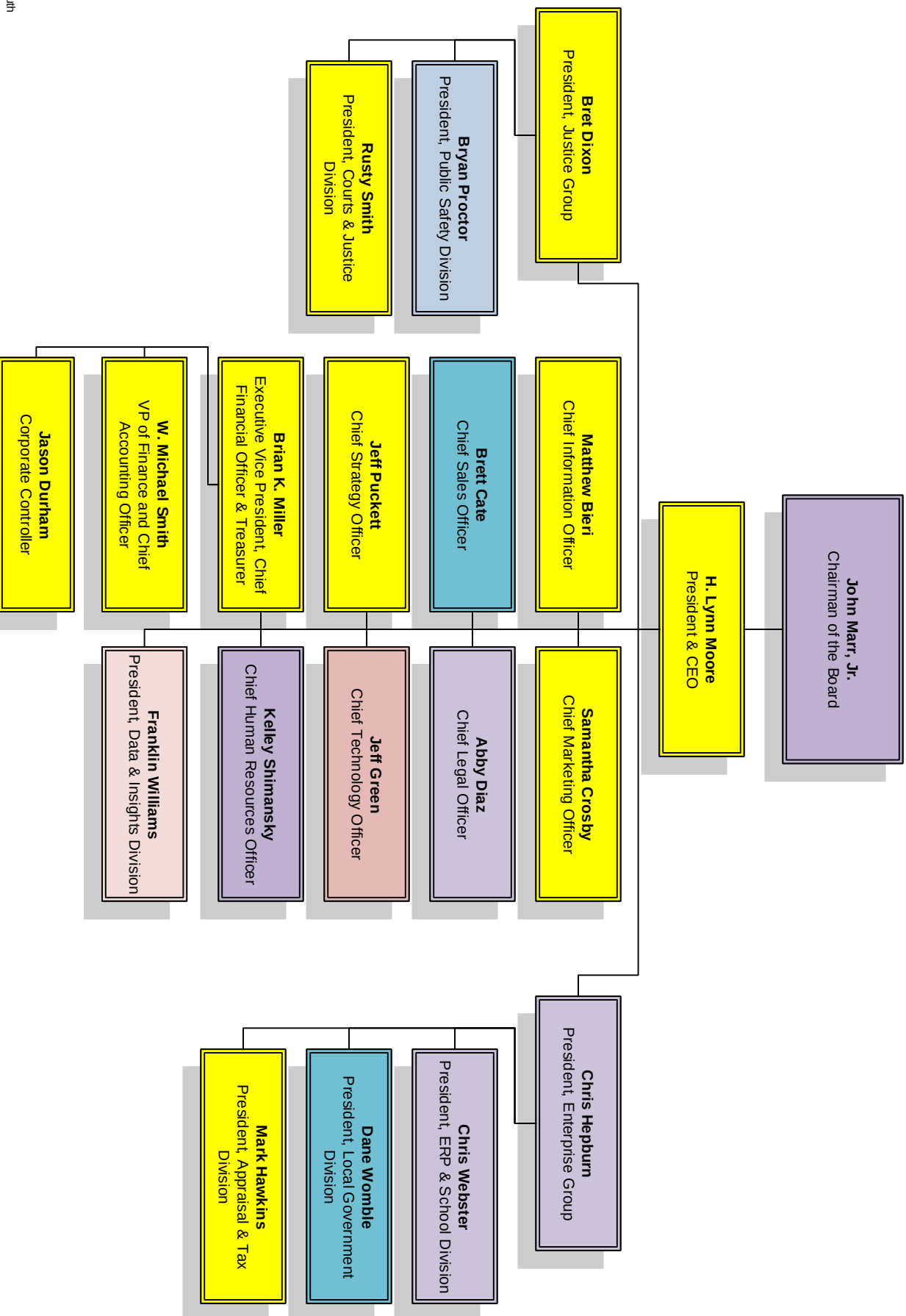
Please provide following information by uploading a document(s):

Organizational Chart

Please reference the following pages.

Tyler Technologies Leadership Team

- Seattle
- Latham
- Lubbock
- Moraine
- Piano
- Renton
- Troy
- Yarmouth/Falmouth



Experience of the firm

Tyler Technologies is the largest and most established provider of integrated software and technology services focused on the public sector. Tyler's end-to-end solutions empower local, state, and federal government entities to operate more efficiently and connect more transparently with their constituents and with each other. By connecting data and processes across disparate systems, Tyler's solutions are transforming how clients gain actionable insights that solve problems in their communities. Tyler has more than 27,000 successful installations across more than 11,000 sites, with clients in all 50 states, Canada, the Caribbean, Australia, and other international locations.



Visualize



Analyze



Understand



Engage

2.1 Our Products

With decades of exclusive public sector experience, Tyler is the market leader providing integrated software and services. Subject matter experts and in-depth products result in a sustainable client partnership that delivers the industry's most comprehensive solution. We provide the industry's broadest line of software products and offer clients a single source for all their information technology needs in several major areas: Appraisal & Tax, ERP, Civic Services, Land & Official Records, Courts & Justice, Public Safety, Data & Insights, and Schools.

We are known for long-standing client relationships, functional and feature-rich products, and the latest technology. In addition to software products, Tyler provides related professional services including installation, data conversion, consulting, training, customization, support, disaster recovery, and application and data hosting.

2.2 About Tyler Technologies

- Empowering government and schools to create safer, smarter and more vibrant communities
- Solutions include: Appraisal & Tax, Civic Services, Courts & Justice, Data & Insights, ERP, Land & Official Records, Public Safety and Schools
- Headquartered in Plano, Texas, with 28 office locations across the U.S. and Canada
- Tyler was incorporated in Delaware in November 1989
- Tyler is a publicly traded corporation on the NYSE (TYL)
- Founded in 1966
- Exclusively focused on local government since 1997
- More than 27,000 successful installations across 11,000 sites, with clients in all 50 states, Canada, the Caribbean, Australia and other international locations
- Client retention rate of 98%
- 6,600+ employees
- Annual revenues of \$1.08 billion (2019)
- Reinvestment of \$64M into Research & Development

- Scalable products with the smallest jurisdiction (Loving County, Texas, with a population of 82) to the largest (Los Angeles County, California, with a population of 10.1M)

2.3 Public Sector Focus

Tyler's business units have provided software and services to clients for more than 50 years and have long-standing reputations in the local government market for quality products and customer service. Tyler is the largest company in the United States focused solely on providing software solutions to the public sector. While many of our competitors compete in multiple vertical markets, Tyler is singularly focused on the public sector. It is 100 percent of our business.

Tyler recognizes that the public sector is generally stable and risk-averse, and craves community accessibility, security and transparency. That is why local government and school entities seek reliable and efficient software and services from Tyler – a vendor who is professional, reputable and dedicated and achieves results. Tyler has the experience to understand the unique requirements of the public sector, the necessary resources to invest in its products and the ability to deliver quality services.

2.4 Industry Leadership

Tyler strives to provide the best client services in the industry. Our products undergo testing by trained quality assurance and certified usability analysts, therefore our clients benefit from products that work logically based upon user experience and input. We also focus our implementation and support professionals on specific groups of applications so they can offer more specialized services.

Our commitment at Tyler is to ensure the highest level of client satisfaction through the efforts of Tyler's most valued resource: its people. We challenge our employees to pursue new initiatives aggressively and become industry leaders in their respective fields. Tyler employs 6,600+ individuals, many of whom are seasoned professionals with unique and proprietary skills and years of industry experience. In fact, our employee turnover rate is very low – in recent years, about half of the industry average.

2.5 Company Recognition

Tyler Technologies has earned the reputation as an industry leader based on our products and commitment to our clients. These factors, along with our financial strength and industry partnerships, have resulted in numerous accolades. "The recognition emphasizes Tyler's consistently strong growth, which is a direct result of our commitment to supporting our more than 21,000 clients and the development of best-in-class software and services to serve the needs of the public sector" said John S. Marr Jr., Chairman of the Board of Tyler Technologies.

Tyler has been named to the following prestigious lists alongside some of the most innovative and influential companies in the United States.

2.5.1 Innovative and Strong

- Dallas Business Journal ranked Tyler's Plano office #8 in its "North Texas Fastest-Growing Public Companies" list (2017)
- Forbes' "Most Innovative Growth Companies" list (2016, 2017)
- Forbes' "America's Best Small Companies" list (nine times)
- Barron's 400 Index ranking, a measure of the most promising companies in America (six times)
- Software Magazine's "Software 500" ranking of the world's largest software and service suppliers (seven times)

- Audit Integrity’s “America’s Most Trustworthy Companies” list (2007)

2.5.2 Employer of Choice

- Forbes’ “Best Employers for Diversity” (2019)
- Forbes’ “Best Employers for Women” list (2018)
- Forbes’ “Best Midsize Employers” list (2018)
- Tyler’s three Maine offices recognized as “Best Places to Work in Maine” (nine times since 2007)
- Dallas Morning News’ “Best in DFW: Top Workplaces” recognized Tyler’s Plano, Texas, office (five times)
- Dayton Daily News’ “Top Workplaces in the Dayton Metro Area” recognized Tyler’s Moraine, Ohio, office
- Tyler’s Lubbock, Texas, office named to the “Best of Lubbock” list by the Lubbock Avalanche-Journal (2016 and 2017)
- Detroit Free Press named Tyler’s Troy, Michigan, office a top workplace (2017)
- Phoenix Business Journal named Tyler’s Tempe, Arizona, office on Best Places to Work list (2017)

2.6 Our Experience

Tyler Technologies’ solutions offer the widest breadth of products in the industry, the latest technology available, and an integrated system that can operate in diverse offices throughout a jurisdiction. More importantly, Tyler’s vision and skill in executing that vision is what ultimately leads to a successful implementation and long-term solution for our clients. Our experienced team consists of industry leaders that keep our team moving and making sure we can give you the tools to succeed.

Ability of personnel

2.7 Ability of Personnel

Tyler actively seeks the best talent to help us implement our solutions for our clients. Our staff consists of seasoned professionals with unique and proprietary skills, and years of industry experience, who are focused on specific products and in dedicated regions. Tyler has over 500+ Tyler staffers who implement our ERP systems, all focused on local government. Our talent pool is deep and tenured.

Current contracts

2.8 Current Contracts for EnerGov

Below is a list of current contracts for EnerGov.

Client	State	Phase Status	Start	Estimated Live Date
Allentown, PA	PA	50.Active, Scheduled	2/8/2021	2/15/2022
Altamonte Springs, FL	FL	50.Active, Scheduled		
Annapolis, MD	MD	52.Active, Not Yet Scheduled	11/3/2020	11/16/2021
Auburn, ME	ME	50.Active, Scheduled	4/1/2021	5/1/2021
Batavia, NY	NY	50.Active, Scheduled	2/22/2021	2/8/2022
Baytown, TX	TX	50.Active, Scheduled	2/4/2020	4/13/2021
Broken Arrow, OK	OK	52.Active, Not Yet Scheduled	4/5/2021	5/2/2022
Bryant, AR	AR	30.Not Started		

Cape Coral, FL	FL	40.On Hold	1/8/2019	
Casper, WY	WY	50.Active, Scheduled	4/7/2020	4/13/2021
Cathedral City, CA	CA	50.Active, Scheduled	12/17/2018	1/4/2021
Christiansburg, VA	VA	20.Signed Contract - To be assigned to PM	3/1/2022	3/1/2023
Clarksville, TN	TN	40.On Hold		
Cleveland, TN	TN	50.Active, Scheduled	7/21/2020	7/6/2021
Colleyville, TX	TX	45.Scheduled, Not Started	5/12/2021	6/1/2022
Collin County, TX	TX	40.On Hold	7/24/2018	
Concord, NH	NH	40.On Hold	12/3/2019	5/25/2021
Conway, AR	AR	50.Active, Scheduled	9/1/2020	5/17/2021
Coral Springs, FL	FL	20.Signed Contract - To be assigned to PM	7/1/2022	9/1/2023
Craven County, NC	NC	40.On Hold	3/13/2018	6/4/2019
Crown Point, IN	IN	40.On Hold	6/5/2018	
Dallas, GA	GA	20.Signed Contract - To be assigned to PM		
Des Plaines, IL	IL	50.Active, Scheduled	4/21/2020	4/27/2021
DeSoto, TX	TX	20.Signed Contract - To be assigned to PM	10/1/2022	10/1/2023
Destin, FL	FL	50.Active, Scheduled	10/28/2019	6/22/2021
Doral, FL	FL	50.Active, Scheduled	10/29/2019	1/12/2021
Doral, FL	FL	50.Active, Scheduled	1/21/2020	1/12/2021
Doral, FL	FL	50.Active, Scheduled	7/13/2020	4/1/2021
Doral, FL	FL	50.Active, Scheduled	9/21/2020	10/30/2020
Dover, DE	DE	30.Not Started	10/1/2020	10/1/2021
Dublin San Ramon Services District, CA	CA	50.Active, Scheduled	1/26/2021	2/1/2022
Duncanville, TX	TX	40.On Hold	3/24/2020	3/31/2021
Dunedin, FL	FL	50.Active, Scheduled	6/5/2018	
El Monte, CA	CA	40.On Hold	9/8/2020	9/14/2021
Fairfield, CA	CA	20.Signed Contract - To be assigned to PM	7/1/2022	10/1/2023
Fort Mill, SC	SC	50.Active, Scheduled	8/5/2019	6/28/2021
Fredericksburg, VA	VA	20.Signed Contract - To be assigned to PM	9/1/2019	9/1/2020
Gadsden, AL	AL	30.Not Started	6/3/2019	
Gillette, WY	WY	50.Active, Scheduled	5/11/2020	5/11/2021
Gilroy, CA	CA	50.Active, Scheduled	10/26/2020	11/30/2021
Glendale, CA	CA	50.Active, Scheduled	4/13/2021	
Glenwood Springs, CO	CO	40.On Hold	3/1/2020	12/1/2021
Hanford, CA	CA	50.Active, Scheduled	9/24/2019	4/6/2021
Hartford, CT	CT	50.Active, Scheduled		
Hastings, NE	NE	20.Signed Contract - To be assigned to PM	7/1/2020	6/30/2021
Hawthorne, CA	CA	50.Active, Scheduled	2/9/2021	9/27/2021
Hendersonville, TN	TN	50.Active, Scheduled		
Herndon, VA	VA	42.On Hold:COVID-19	4/9/2019	

Highland Park, IL	IL	50.Active, Scheduled	10/27/2020	11/2/2021
Hilton Head Island, SC	SC	52.Active, Not Yet Scheduled		
Indian Wells, CA	CA	30.Not Started		
Indian Wells, CA	CA	50.Active, Scheduled	10/13/2020	10/11/2021
Iredell County, NC	NC	45.Scheduled, Not Started	5/25/2021	5/23/2022
Jackson, MS	MS	40.On Hold	3/1/2020	5/1/2021
Johns Creek, GA	GA	50.Active, Scheduled	1/5/2021	11/30/2021
Kennewick, WA	WA	50.Active, Scheduled	3/17/2020	7/16/2021
Kissimmee, FL	FL	50.Active, Scheduled	12/1/2019	1/25/2021
Lathrop, CA	CA	50.Active, Scheduled	1/14/2020	4/26/2021
Lawton, OK	OK	30.Not Started	1/1/2021	1/1/2022
Lompoc, CA	CA	30.Not Started	7/1/2020	7/1/2021
Manassas, VA	VA	50.Active, Scheduled	12/15/2020	2/26/2021
Manchester, CT	CT	50.Active, Scheduled	1/28/2021	1/18/2021
Mankato, MN	MN	50.Active, Scheduled	1/5/2021	1/11/2022
Marion County, FL	FL	42.On Hold: COVID-19	1/1/2099	
Merced, CA	CA	30.Not Started	3/1/2022	4/1/2023
Miami Beach, FL	FL	30.Not Started		
Naperville, IL	IL	50.Active, Scheduled	1/2/2019	9/1/2021
North Chicago, IL	IL	20.Signed Contract - To be assigned to PM	5/1/2022	3/1/2023
North Lauderdale, FL	FL	50.Active, Scheduled	9/8/2020	9/21/2021
North Richland Hills, TX	TX	50.Active, Scheduled	2/17/2020	8/10/2021
Norwood, MA	MA	50.Active, Scheduled	7/14/2020	7/20/2021
O'Fallon, MO	MO	50.Active, Scheduled	4/1/2020	6/13/2021
Orange County, VA	VA	30.Not Started	5/11/2021	5/9/2022
Orland Park, IL	IL	30.Not Started	9/1/2021	3/1/2022
Oxford, MS	MS	50.Active, Scheduled	10/6/2020	10/25/2021
Oxnard, CA	CA	30.Not Started	10/1/2022	12/1/2023
Palm Beach Gardens, FL	FL	50.Active, Scheduled	10/6/2020	10/12/2021
Palm Springs, CA	CA	20.Signed Contract - To be assigned to PM	8/1/2021	8/31/2022
Pasadena, TX	TX	50.Active, Scheduled	12/1/2020	12/31/2021
Pembroke Pines, FL	FL	50.Active, Scheduled	11/2/2020	11/1/2021
Pembroke Pines, FL	FL	50.Active, Scheduled	11/1/2021	2/25/2022
Petaluma, CA	CA	50.Active, Scheduled	8/25/2020	8/16/2021
Port Arthur, TX	TX	30.Not Started	4/2/2022	10/1/2023
Portsmouth, VA	VA	50.Active, Scheduled	2/12/2019	3/12/2021
Poway, CA	CA	50.Active, Scheduled	11/17/2020	11/16/2021
Prince George County, VA	VA	42.On Hold: COVID-19	5/15/2018	5/12/2020
Pulaski County, VA	VA	30.Not Started	7/1/2020	7/1/2021
Reading, PA	PA	20.Signed Contract - To be assigned to PM	1/1/2022	1/1/2023
Richardson, TX	TX	30.Not Started	1/1/2022	1/1/2023
Richland, WA	WA	45.Scheduled, Not Started	3/10/2021	

Rolling Meadows, IL	IL	50.Active, Scheduled	1/28/2020	5/17/2021
San Ramon, CA	CA	50.Active, Scheduled	11/13/2018	5/11/2021
Sanibel, FL	FL	50.Active, Scheduled	8/22/2017	5/25/2021
Spartanburg County, SC	SC	50.Active, Scheduled	5/26/2020	7/13/2021
Streamwood, IL	IL	50.Active, Scheduled	1/14/2020	4/23/2021
Sugar Land, TX	TX	50.Active, Scheduled	10/13/2020	10/19/2021
Sumner, WA	WA	50.Active, Scheduled	1/7/2020	6/1/2021
Superior, WI	WI	50.Active, Scheduled	9/22/2020	9/13/2021
Tigard, OR	OR	20.Signed Contract - To be assigned to PM	1/1/2022	7/1/2023
Town and County of Nantucket, MA	MA	50.Active, Scheduled	8/11/2020	11/3/2020
Walla Walla, WA	WA	30.Not Started		
Walton County, FL	FL	50.Active, Scheduled	11/1/2019	3/30/2021
Wauwatosa, WI	WI	30.Not Started	4/13/2021	4/19/2022
Wayne County, NC	NC	30.Not Started	9/1/2021	9/1/2022
Weymouth, MA	MA	42.On Hold: COVID-19	10/22/2019	10/20/2020
Wilsonville, OR	OR	50.Active, Scheduled	10/20/2020	10/26/2021
Winfield, KS	KS	50.Active, Scheduled	10/27/2020	11/2/2021
Wood Dale, IL	IL	50.Active, Scheduled	10/1/2019	11/2/2020
Yucaipa, CA	CA	30.Not Started		

Projects comparable in type and size and complexity

2.9 Projects of Comparable Size & Complexity

Client	State	Budget/Size
DeSoto County	Mississippi	\$108,686,550, 703 FTEs
Carlsbad	New Mexico	\$114,000,000, 550 FTEs
Person County	North Carolina	\$114,925,000, 1,542 FTEs
Farmers Branch	Texas	\$77,599,202, 431 FTEs
Dennis	Massachusetts	\$49,600,000, 600 FTEs
Wellington	Florida	\$89,500,000, 400 FTEs
Fernandina Beach	Florida	\$87,093,000, 460 FTEs
Southlake	Texas	\$100,000,000, 500 FTEs

Litigations in past five years and resolutions

Litigation matters involving a Tyler client: Tyler has more than 26,000 successful installations across more than 10,000 sites, with clients in all 50 states, Canada, the Caribbean, Australia, and other international locations. Litigations between Tyler and a Tyler client are not common. Tyler makes every effort to engage in reasonable and productive dispute resolution processes with its clients when there are project challenges or other apparent impasses under a contract. In limited circumstances, a Tyler client feels compelled to bring a lawsuit (often for reasons that, although unstated, are outside Tyler's control), or a third-party brings a lawsuit involving both Tyler and a Tyler client. **Currently pending lawsuits that meet this description are summarized below:**

- *Kern County v. Tyler Technologies, Inc.* (Superior Court of California, County of Kern, Case No. BCV-20-101197): Tyler was served on May 21, 2020. Kern County’s complaint includes allegations of breach of contract and related tort claims and violations of state business statutes. Tyler strongly disputes those allegations. Tyler has been, and remains, ready, willing, and able to deliver on our contract. We hope the county will choose to engage with us productively and we look forward to refuting the misinformation and misguided allegations included in their complaint.

Recent litigation that meets this description is set forth below:

- *Anoka County v. Tyler Technologies, Inc.* (Anoka County, MN District Court): On June 15, 2020, Anoka County served Tyler with a complaint that Anoka did not file with the court, escalating a dispute outside of the contractual dispute resolution process. Anoka’s complaint sought specific performance and damages in excess of \$50,000. On July 6, 2020, Tyler removed that lawsuit to the United States District Court for the District of Minnesota (Case No. 20-cv-1524). Tyler filed its answer, affirmative defenses and counterclaims on July 13, 2020. Tyler also continued to try to get Anoka to engage with Tyler in a productive and cooperative way. At the time of the dispute, Anoka was in live production on the contracted-for system, which they used for daily operations, including a publicly available portal for citizen inquiry and payment of current tax bills. Prior to Anoka filing the lawsuit, Tyler’s project team had already delivered the functionality scheduled for go-live and post go-live, and continued to deliver on its ongoing obligations on a regular and highly-resourced basis. As a result of this highly engaged response by Tyler, the parties were able to mutually agree to a resolution, and the Court dismissed the case with prejudice on April 29, 2021.
- *Sacramento Regional Public Safety Communications Center (“SacFire”) v. Tyler Technologies, Inc.* (E.D. Cal. No. 2:18-cv-01111): On June 22, 2018, SacFire filed a lawsuit against Tyler relating to a proposal submitted by Tyler’s predecessor-in-interest, New World Systems Corporation, and a contract arising out of that proposal that SacFire and Tyler executed soon after Tyler acquired New World. The lawsuit asserted four claims relating to the proposal and the parties’ resulting contract. The lawsuit was baseless. Tyler filed a motion to dismiss the lawsuit, and one of SacFire’s claims was dismissed. The parties subsequently negotiated a mutually agreeable resolution of the remaining claims, and SacFire dismissed the case with prejudice. The Court entered that dismissal on July 17, 2019.

Litigation matters involving current or former Tyler employees: Although Tyler has more than 5,000 current employees, employment lawsuits involving Tyler are not common. Currently, there are loosely affiliated lawsuits against Tyler involving FLSA-type claims. **Currently pending lawsuits that meet this description are summarized below:**

- *FLSA Lawsuits:* There are two individual plaintiff lawsuits and one alleged class action/collective action lawsuit currently pending. Each of those lawsuits makes similar allegations: that certain Tyler Implementation Consultants should be classified as non-exempt from overtime wage laws under state and/or federal law. Those lawsuits include the purported class/collective action *Kudatsky v. Tyler Technologies, Inc.* (N.D. Cal., Case No. 19-CV-07647) (service date: December 6, 2019); as well as an individual plaintiff lawsuit *Wright v. Tyler Technologies, Inc.* (E.D. Ark., 20-cv-454) (service date: March 2, 2020). In each case, Tyler is confident in its position that Tyler implementation consultants have been properly classified as a matter of law and consistent with industry standards.

Recent lawsuits that meet this description are described below:

- *Greene v. Tyler Technologies, Inc.* (N.D. Ga., Case No. 19-cv-1338): Tyler was served with this lawsuit on March 26, 2019, and the parties mutually agreed to a resolution that was approved by the Court on April 14, 2021. The individual plaintiff alleged that she had been improperly classified as an

exempt professional based on the nature of the work she performed for Tyler and its predecessor-in-interest, ExecuTime LLC. Tyler disputed her claims.

- *Kohlmann v. Tyler Technologies, Inc. et al.* (N.D. Cal., Case No. 20-CV-00861): Tyler was served on January 7, 2020. A former Tyler employee alleged she was terminated because Tyler refused to accommodate, and discriminated against her on the basis of, a medical condition. Despite Tyler's efforts, plaintiff failed her standardized assessments and, as such, her employment with the company was terminated. Tyler strongly disputed her contentions and the lawsuit was dismissed with prejudice as of October 15, 2020.

Lawsuits otherwise involving Tyler software or services: Third parties have also brought lawsuits against Tyler based on some alleged connection between the cause of action and a Tyler software or service. **Currently pending lawsuits that meet this description are summarized below:**

- *Chavez Law Offices, PA v. Tyler Technologies, Inc.* (Second Judicial District Court, Bernalillo County, New Mexico, No. D-202-CV-2021-01248): On March 2, 2021, Tyler was served in the above-captioned proceedings. The Plaintiff, a law firm in New Mexico, alleges that Tyler, as the provider of the Odyssey File & Serve electronic filing system used by New Mexico courts, has not refunded certain filing fees paid by Plaintiff that the Plaintiff believes it should not have been charged. The complaint alleges certain tort claims and violations of the New Mexico Unfair Trade Practices Act. The lawsuit appears to be based on Plaintiff's misunderstanding of how filing fees are assessed and the circumstances under which they may be refunded. Tyler is confident that it has acted in accordance with the terms of its agreement and applicable law, and that the allegations in the complaint are meritless and warrant dismissal.
- *Levine v. Scott et al.* (DeKalb County Superior Court, GA, No. 19-CV-7832). Tyler was served on September 25, 2019. The plaintiff is an individual seeking declaratory and injunctive relief for various claims. His suit names twelve co-defendants along with Tyler, most of whom are officials from various Georgia state courts. As best can be understood from the complaint, the allegations stem from Mr. Levine's complaints about the results of various court proceedings and court rulings against him. Tyler had no involvement in any of those proceedings or rulings, and the only alleged connection between Tyler and the complaint appears that certain filings were entered using a Tyler electronic filing solution. Tyler is very confident that any claims against it, to the extent any claims are even pled against Tyler, are meritless and warrant dismissal.
- *Stern v. Snohomish County, d/b/a Snohomish County 911 ("Sno911") et al.* (Snohomish County Superior Court, State of Washington, No. 18-2-05901-31): Tyler was joined to a pending lawsuit against Sno911 on January 24, 2019. Plaintiff Darrin Stern is a former employee of Sno911, a Tyler client in live production on the New World Public Safety software. Mr. Stern alleges that Sno911 discriminated against him by failing to accommodate his alleged disability – color-blindness. He alleges a single claim against Tyler: that Tyler aided and abetted Sno911's discrimination against, and wrongful discharge of, Mr. Stern. Tyler had no role in Sno911's employment decisions relating to Mr. Stern. For that and other reasons, Tyler is confident that Mr. Stern's claims against Tyler are meritless.
- *Turnage et al. v. Oldham et al.* (W.D. Tenn., 16-cv-2907): Tyler was served on January 9, 2017. Tyler's original co-defendants include Shelby County, Tennessee and various Shelby County officials. The alleged class action plaintiffs' complaint alleges that processing errors in the County's new criminal justice software system resulted in certain plaintiffs being denied timely processing through the jail, incorrectly issued arrest warrants, or other errors. Tyler was responsible for the court case management system component of the system, and was not responsible, for example, for the jail management solution. Since that time, and various case consolidations, the consolidated plaintiffs

have filed multiple amended complaints, ultimately naming all of the other vendors whose software or services were involved in the County's criminal justice system upgrade. Tyler moved to dismiss the lawsuit, and that motion was granted in part, leaving only one claim pending against Tyler. Tyler is confident in its defense against that claim.

Recent litigation that meets this description is summarized below:

- *Akoloutheo, LLC v. Tyler Technologies, Inc.* (E.D. Tex., No. 19-CV-818): On November 14, 2019, Tyler was served in the above-captioned proceedings. The plaintiff claimed Tyler infringed its U.S. Patent No. 7,426,730 through two specifically identified Tyler software solutions: dataXchange and Tyler Content Manager. Tyler understands that the plaintiff is a non-practicing entity that has sued on this patent more than a dozen times since 2018. Before Tyler entered an appearance, the lawsuit was dismissed with prejudice on December 17, 2019.
- *Daniels Law LLC, et al, vs. Tyler Technologies, Inc.* (Gwinnett County Superior Court, State of Georgia, No. 19-A-00687-6): On January 31, 2019, three named plaintiffs filed an alleged class action relating to certain transaction fees assessed in connection with use of eFileGA, an electronic filing solution Tyler makes available to courts in Georgia. The lawsuit appeared to be based on plaintiffs' misunderstanding or mischaracterization of the State legislation outlining permissible fees for electronic filings and/or the fee structure Tyler has deployed consistent with that legislation. Tyler filed a motion to dismiss, and the plaintiffs ultimately responded by dismissing the lawsuit. The stipulation of dismissal was filed on July 12, 2019.
- *Von Lossberg v. Tyler Technologies, Inc. et al.* (4th Judicial District, Ada County, Idaho, No. CV01-18-12607): On July 15, 2018, plaintiffs, parents of an adult son, filed a lawsuit against Tyler, the State of Idaho, the Idaho State Police, Ada County and John/Jane Does 1-10. The lawsuit alleged that the adult son committed suicide using a handgun he should not have been allowed to purchase because an Order of Commitment had been entered against him. The county he resided in – Ada County – uses Odyssey and integrates from Odyssey with the Idaho State Police ("ISP") to share information such as Orders of Commitment. It is undisputed that Tyler did not develop, implement or maintain that integration. Moreover, the complaint acknowledges that "the Ada County clerk's office was sending Commitment Orders and the ISP was receiving them, but ISP's system was not processing any of the information." It is also undisputed that Tyler did not develop, implement or maintain the ISP's system. Tyler moved to dismiss the lawsuit, and the court converted Tyler's motion to a motion for summary judgment. Prior to that motion deadline, the plaintiffs agreed to dismiss the lawsuit against Tyler with prejudice, and the parties mutually agreed to related terms to resolve the lawsuit. The order dismissing Tyler from the lawsuit was entered by the court on June 18, 2019.
- *Muranelli v. Town of Ossining et al.* (State of New York): An individual property owner sued the Town of Ossining, NY and the Town's Assessor for the 2016 assessment of the individual's real property seeking declaratory relief based on an alleged error in that assessment. The property owner served Tyler with the lawsuit in April 2018, apparently because Tyler performed a revaluation for the Town; however, there is no claim against Tyler and the relief sought cannot be provided by Tyler. As Tyler was preparing its motion to dismiss, the parties were able to resolve the litigation on mutually agreeable terms.

Lawsuits initiated by Tyler: Tyler's goal is to resolve every dispute reasonably and amicably. Where that is not possible, Tyler seeks redress through a lawsuit when it feels compelled to do so. **Currently pending lawsuits that meet this description are set forth below:**

- On August 10, 2020, Tyler filed a lawsuit in the United States District Court for the Southern District of Indiana, *Tyler Technologies, Inc. v. Lexur Enterprises, Inc. et al* (Case No. 20-cv-00173). The lawsuit is

based on defendants' concerted scheme to interfere with the bidding on public works contracts to undermine honest and fair competition in connection with the award of those contracts. The claims include federal and state antitrust claims, claims for tortious interference of contract and tortious interference with business relationships, and civil conspiracy. The defendants include two former Tyler employees, against whom Tyler included claims for breach of duty of loyalty and, as to one such former employee, breach of contract.

- Tyler is also involved in a lawsuit against a former third-party vendor. The lawsuit, *Tyler Technologies, Inc. v. Force Multiplier Solutions, Inc. et al.* was instituted on August 8, 2017. Tyler sued Force Multiplier Solutions, Inc. and affiliated entities in a Texas state court for breach of contract and related equitable claims. FMS is a reseller of certain Tyler school products. Despite Tyler's various attempts to secure payment, the FMS entities have refused to satisfy an outstanding receivable in excess of \$200,000. Tyler brought the lawsuit to enforce its contractual right to payment. The court granted summary judgment in Tyler's favor, and Tyler is working to collect.

Recent litigation that meets this description is set forth below:

- On July 6, 2020, Tyler filed a lawsuit against Multnomah County, OR involving an implementation of its Odyssey Attorney Manager product. Tyler filed the lawsuit in the United States District Court for the District of Oregon (Case No. 20-cv-1083). The complaint alleged breach of contract and related claims arising out of the County's failure to fulfill its obligations during the implementation and its refusal to pay for certain services Tyler delivered. Tyler was forced to take this action after extensive efforts at outreach and cooperation. Shortly after Tyler filed the complaint, the parties were able to engage in a productive dialogue, and subsequently negotiated a mutually agreeable settlement. As a result of the settlement, Tyler moved for voluntary dismissal with prejudice. The Court entered that dismissal on December 7, 2020. The County remains a Tyler client on other Tyler Software today.

Lawsuits involving other Tyler matters: Other lawsuits, involving other issues at the corporate level, lawsuits involving one of Tyler's predecessor-in-interest, or that represent some other type of filing are summarized below.

- *Vision Appraisal Technology Holdings, LLC v. Tyler Technologies, Inc.:* On November 3, 2017, Vision sued Tyler in a Massachusetts Superior Court. Vision claims Tyler violated a non-disclosure agreement relating to Tyler's appraisal services business by hiring employees who had been employed by Vision. Tyler filed a motion to dismiss, and while that motion was pending, the parties agreed to a resolution of the dispute. That agreed resolution was filed with the Court on June 29, 2018.
- *Munetrix, LLC v. Socrata, Inc.* (E.D. Mich. No. 2:17-cv-12598): Prior to its acquisition by Tyler, Socrata was sued by a Michigan company on claims relating to a contract award to Socrata by the State of Michigan. The lawsuit was resolved by the parties through a mutually agreeable resolution, which resolution was also finalized prior to the acquisition.

Out of an abundance of caution, we are disclosing two instances in which a customer prematurely filed a claim in court against Tyler (and/or its predecessor-in-interest, New World Systems Corporation). In each instance, the lawsuit was dismissed, and the parties followed an inter-party resolution process that successfully unwound each New World Public Safety portion of the project on mutually agreeable terms. Those customers are Great Falls, MT (2016); and O'Fallon, IL (2016). Both of these sites remain a Tyler client on other software.

Financial resources

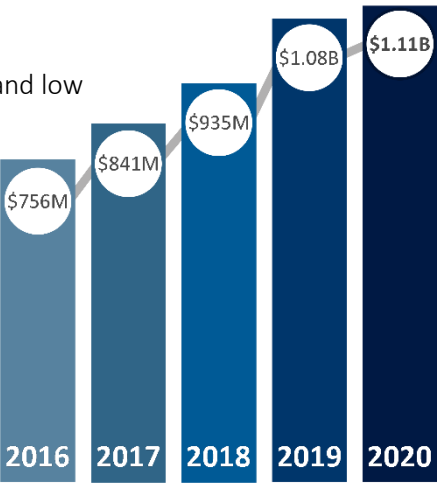
Note: Financial Information: Please provide an indication of the resources and the necessary working capital available and how it will relate to the firm's financial stability through the completion of the project shall be

included in the RFP response. If selected as a short listed finalist, the Town may request you to order and provide a copy of Dun & Bradstreet report.

2.10 Financial Stability

Tyler consistently maintains a solid balance sheet and strong cash flow and low debt, experiencing consistent revenue growth with 33 consecutive quarters of profitability, and a total revenue for 2020 of \$1.11 billion. While experiencing significant growth opportunities from an increase in staff and expanding territories, we anticipate additional product offerings and new technology will accelerate this growth substantially in the future. We believe a low-debt balance sheet, substantial cash reserves, and a committed customer base put Tyler in a great position in our industry to weather any unexpected turbulence in the economy.

For additional revenue information please visit www.tylertech.com



Section 3 Personnel Experience

Personnel Experience: The personnel to participate on this project, including roles and responsibilities, summary qualifications, and related experience.

3.1 Tyler Staff

Assembling a quality project team that suits for project needs is important. We appreciate your patience as we make arrangements to allocate resources for your project phases. Upon award of contract, Tyler assigns a project manager and quality project team to ensure your implementation success. Tyler staff perform services in a professional, workman-like manner, consistent with industry standards.

The resumes presented in this proposal reflect the caliber and experience that Tyler will assign to this project. Due to the variable duration of selection and contract processes, it is difficult for us to predict resources that would be available at project commencement.

3.1.1 Sample Resumes

Name	Jennifer B.	
Title	Project Manager	
Education	Saint Joseph's College Master of Science in Education	
Office Location	Yarmouth ME	
Tenure	5 years	
Previous Experience	Tyler Technologies Implementation Consultant Saint Joseph's College Adjunct Faculty & Course Design	
Reference Projects	Town and County of Nantucket, MA Southlake, TX North Richland Hills, TX Farmers Branch, TX	Wellington, FL Paducah, KY Spartanburg County, SC

Name	Patty L.	
Title	Project Manager	
Education	Quincy College Business Administration	
Office Location	Yarmouth ME	
Tenure	13 years	

Previous Experience	Tyler Technologies Implementation Consultant	
Reference Projects	Miramar, FL Dunnellon, FL Gallatin, TN	Riviera Beach, FL Park Ridge, IL
Name	Jillian L.	
Title	Project Manager	
Education	University of Southern Maine BA Art History	
Office Location	Yarmouth ME	
Tenure	3 years	
Previous Experience	Tyler Technologies Forms Analyst Tyler Technologies Administrative Assistant	
Reference Projects	Bedford County, VA Seekonk, MA Fernandina Beach, FL	Walton County, FL New Smyrna Beach, FL
Name	Ted B.	
Title	Implementation Consultant	
Education	Lyndon State College Bachelor's in Broadcast Design & Production	
Office Location	Yarmouth ME	
Tenure	3 years	
Previous Experience	Sinclair Broadcast Group Newscast Director	
Reference Projects	Seekonk, MA Walton County, FL University Place, WA	Zephyrhills, FL Dunedin, FL Upland, CA
Name	Shawn G.	
Title	Implementation Consultant	
Education	Bangor High School	

	High School Diploma	
Office Location	Hillsborough NC	
Tenure	3 years	
Previous Experience	Winxnet Asst. Systems Admin Bronson Audio Visual Lead AV Technician	
Reference Projects	Flagler County, FL Morrisville, NC	Manhattan Beach, CA Zephyrhills, FL

Name	Ella P.	
Title	Implementation Consultant	
Education	University of the Philippines Bachelor of Arts in Communication Arts	
Office Location	Yarmouth ME	
Tenure	5 years	
Previous Experience	Listen Up Espanol Director for Technical Setup Listen Up Espanol New Campaign Setups Department Manager	
Reference Projects	Wellington, FL Oakland Park, FL Upland, CA Buckeye, AZ Auburn, ME	Farmers Branch, TX Highland, IL Spartanburg County, SC

3.2 Project Resources

Tyler groups your team and Tyler resources based on their functional role within the project. This allows for easier staffing and communication within and between project teams. Please reference the project resource roles graphic below for a summary of responsibilities for each role. We have also included a RACI matrix to outline each stage and corresponding tasks. Our project approach is based on our experience and knowledge from working exclusively with public sector clients.



3.3 Roles and Responsibilities

The following defines the roles and responsibilities of each Project resource for the client and Tyler. Roles and responsibilities may not follow the organizational chart or position descriptions at the client, but are roles defined within the Project. It is common for individual resources on both the Tyler and client project teams to fill multiple roles. Similarly, it is common for some roles to be filled by multiple people.

3.3.1 Tyler Roles & Responsibilities

Tyler assigns project managers prior to the start of each phase of the project. The project manager assigns other Tyler resources as the schedule develops. One person may fill multiple project roles.

3.3.1.1 Tyler Executive Sponsor

Tyler executive management has indirect involvement with the project and is part of the Tyler escalation process, helping to facilitate implementation project tasks and decisions if needed.

3.3.1.2 Tyler Implementation Manager

Tyler implementation management is consulted on issues and outstanding decisions critical to the project only if needed.

3.3.1.3 Tyler Project Manager

The Tyler project manager(s) provides oversight of the project, coordination of Tyler resources between departments, management of the project budget and schedule, effective risk, and issue management, and is the primary point of contact for all Project related items. As requested by the client, the Tyler Project Manager provides regular updates to the client Steering Committee and other Tyler governance members. Tyler Project Manager's role includes responsibilities in contract, implementation, and resource management and planning.

3.3.1.4 Tyler Implementation Consultant

Document activities for services performed by Tyler. They help guide the client through software validation process following configuration and facilitate training sessions. ICs also assist during go live processing.

3.3.1.5 Tyler Sales

Supports Sales to Implementation knowledge transfer during stage 1- initiate and plan- and provides historical information, as needed, throughout implementation.

3.3.1.6 Tyler Technical Services

Maintains Tyler infrastructure requirements and design document(s) and are involved in system infrastructure planning/review(s). They deploy Tyler products.

STAGE 1	Initial Coordination																
	Tyler								Client								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (SMEs)	Department Heads	End Users	Technical Leads
Tyler project team is assigned	A	R	C	I	I	I	I		I		I						
Client project team is assigned									A	I	R	I	I	I			
Provide initial project documents to City		A	R	C			C		I		I						
Gather preliminary information requested			I						A		R	C		C		C	C
Sales to implementation knowledge transfer		A	R	I	I	I	I				I						
Create Project Portal to store project artifacts and facilitate communication		A	R								I						

STAGE 1	Project/Phase Planning																
	Tyler								Client								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (SMEs)	Department Heads	End Users	Technical Leads
Schedule and conduct planning session(s)		A	R						I		C	C	I				
Develop Project Management Plan		A	R						I		C	C	I				
Develop initial project schedule		A	R	I	I	I	I		I	I	C	C	I	I	C		I

STAGE 1	Infrastructure Planning																
	Tyler								Client								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts	Department Heads	End Users	Technical Leads
Provide Infrastructure Requirements and Design Document		A	R		C		C				I						I
Initial Infrastructure Meeting		A	R		C		C				C						C
Schedule Installation of All Licensed Software		A	R				C				I						I
Infrastructure Audit		A	R				C				I						C

STAGE 1	Stakeholder Meeting																
	Tyler								Client								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (SMEs)	Department Heads	End Users	Technical Leads
Create Stakeholder Meeting Presentation	I	A	R	I	I				I	I	C		I				
Review Stakeholder Meeting Presentation		I	C						A		R		C				
Perform Stakeholder Meeting Presentation	I	A	R	I	I				I	I	C	I	I	I	I	I	I

STAGE 2	Solution Orientation																
	Tyler								Client								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (SMEs)	Department Heads	End Users	Technical Leads
Provide pre-requisites			A	R							I	I		I	I		I
Complete pre-requisites											A	R		C			C
Conduct orientation			A	R							I	I		I	I		I

STAGE 2	Current & Future State Analysis																
	Tyler								Client								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (SMEs)	Department Heads	End Users	Technical Leads
Current State process review			A	R	I	I	I				C	C	C	C			C
Discuss future-state options			A	R	C	C	C				C	C	C	C			C
Make future-state decisions (non-COTS)			C	C	C	C	C				A	R	I	C			C
Document anticipated configuration options required to support future state			A	R	C	C	C				I	I	I	I			I

STAGE 2	Data Conversion Assessment																
	Tyler								Client								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (SMEs)	Department Heads	End Users	Technical Leads
			I		C						A						R
		A	R	C	C						I	C		C			I
			I	I	I						A	R		C			I
			R	C	C						C	I	I	I			I

STAGE 3	Initial System Deployment (On-Premise)																
	Tyler								Client								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (SMEs)	Department Heads	End Users	Technical Leads
Review Purchased Hardware			A				R				I						C
Setup/Prepare Hardware for Deployment for Included Environments			I				C				A						R
Install Licensed Software with Initial Database on Server(s) for Included Environments			A				R				I						C
Load Client Provided GIS Data into System (if applicable)			A				R				I						C

Install Licensed Software on Client Devices (if applicable)			I				C				A						R
Tyler System Administration Training (if applicable)			A				R				I						C

STAGE 3	Configuration																
	Tyler								Client								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (SMEs)	Department Heads	End Users	Technical Leads
Conduct configuration training			A	R							I	C		C			
Complete Tyler configuration tasks (if applicable)			A	R							I	I		I			
Complete Client configuration tasks			I	C							A	R		C			
Standard interfaces configuration and training (if applicable)			A	R			C				I	C		C			C
Updates to Solution Validation testing plan			C	C							A	R		C			C

STAGE 3	Process Refinement																
	Tyler								Client								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (SMEs)	Department Heads	End Users	Technical Leads
			A	R							I	C	I	C			
	Conduct process training																

Confirm process decisions			I	C						A	R	C	I	C			
Test configuration			I	C							A	R		C			
*Refine configuration (COTS)			A	R							I	I		I			
Validate interface process and results			I	C			C				A	R		C			C
Update client-specific process documentation (if applicable)			I	C							A	R		C			
Updates to Solution Validation testing plan			C	C							A	R		C			C

STAGE 3	Data Delivery & Conversion																
	Tyler								Client								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (SMEs)	Department Heads	End Users	Technical Leads
Provide data crosswalks/code mapping tool			A	C	R						I	I		I			
Populate data crosswalks/code mapping tool			I	C	C						A	R		C			
Iterations: Conversion Development			A	C	R						I						I
Iterations: Deliver converted data			A		R		I				I						I
Iterations: Proof/Review data and reconcile to source system			C	C	C						A	R		C			C

STAGE 3	Modifications Delivery															
	Tyler								Client							

RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (SMEs)	Department Heads	End Users	Technical Leads
Validate scheduled development for completion			A			R					I						
Conduct periodic scope review sessions (as applicable)			A	C		R					I	C		C			
Modify Solution Validation Plan (if applicable)			C	C							A	R		C			
Deliver (pre-production) modifications for testing			A	I	I	R	C				I	I		I			I
Test delivered modifications			I	C		C					A	R		C			I
Update configuration (if applicable) COTS											A	R					
Update process documentation as needed			I	I							A	R		C			
Approve modifications for Production delivery			I	I							A	R		C			
Deliver modifications to Production			A	I	I	R	C				I	I		I			I

STAGE 3	Solution Validation																
	Tyler								Client								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (SMEs)	Department Heads	End Users	Technical Leads
Update Solution Validation plan			A	R	C						C	C		C			
Update test scripts (as applicable)			C	C	C						A	R		C			
Perform testing			C	C	C						A	R		C			
Document issues from testing			C	C	C						A	R		C			
Perform required follow-up on issues			A	R	C						C	C		C			

STAGE 4	Go-Live Readiness																
	Tyler								Client								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (SMEs)	Department Heads	End Users	Technical Leads
Perform Readiness Assessment	I	A	R	C	C	I	C	I	I	I	I		I				I
Conduct go live planning session		A	R	C							C	C	C	C	C		C
Order peripheral hardware (if applicable)			I							A	R						C
Confirm procedures for go live issue reporting & resolution		A	R	I	I	I	I				C	C	I	I	I	I	I
Develop Go live checklist		A	R	C	C						C	C	I	C			C
Final system infrastructure review			A				R				C						C

STAGE 4	End User Training																
	Tyler								Client								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (SMEs)	Department Heads	End Users	Technical Leads
Update training plan		A	R	C							C		I		C		
End User training (Tyler-led)		A	R	C							C	C	I	C	C	C	
Train-the-trainer		A	R	C							C	C	I	C			
End User training (Client-led)			C	C							A	R	I	C	C	C	

STAGE 5	Go-Live																
	Tyler								Client								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (SMEs)	Department Heads	End Users	Technical Leads
Provide final source data extract, if applicable			C		C						A						R
Final source data pushed into production environment, if applicable			A	C	R						I	C		C			C
Proof final converted data, if applicable			C	C	C						A	R		C			

Complete Go-Live activities as defined in the Go-Live action plan			C	C	C					A	R	C	I	C			
Provide Go-Live assistance			A	R	C	C		I			C	C	I	C		I	C
STAGE 5	Transition to Client Services																
	Tyler								Client								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (SMEs)	Department Heads	End Users	Technical Leads
Transfer client to Client Services and review issue reporting and resolution processes	I	I	A	I	I			R	I	I	C	C		C			
Review long term maintenance and continuous improvement			A					R			C	C		C			

STAGE 5	Post Go-Live Activities																
	Tyler								Client								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (SMEs)	Department Heads	End Users	Technical Leads
Schedule contracted activities that are planned for delivery after go-live		A	R	C	C	C	C	I			C	C	I	C			C
Determine resolution plan in preparation for phase or project close out		A	R	C	C	C		I			C	C	I	C			

STAGE 6	Phase Close Out																
	Tyler								Client								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (SMEs)	Department Heads	End Users	Technical Leads
Reconcile project budget and status of contract Deliverables	I	A	R						I	I	C						
Hold post phase review meeting		A	R	C	C	C	C				C	C	C	C			C
Release phase-dependent Tyler project resources	A	R	I								I						

STAGE 6	Project Close Out																
	Tyler								Client								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (SMEs)	Department Heads	End Users	Technical Leads
Conduct post project review		A	R	C	C	C	C				C	C	C	C			C
Deliver post project report to City and Tyler leadership	I	A	R						I	I	C						
Release Tyler project resources	A	R	I								I						

Section 4 Project Understanding

Project Understanding: Please summarize the team's understanding of the project.

4.1 Experience in the Public Sector & Project Understanding

Our product is exclusively developed and maintained for the public sector. From more than 35+ years, our expert teams have not only developed, implemented, and supported an industry leading product, but have been solely focused on designing options based on industry best practice. Our approach and commitment to local government agencies ensures our product delivers best practices that are inherent in the application based on our knowledge, experience and lessons learned.

Tyler has implemented over 575 EnerGov clients and through that we have identified key areas of workflow, decentralization, and system design that impact a municipal implementation approach. As such, our trained personnel perform and guide all aspects of an implementation incorporating expertise and past lessons learned into your project. Our staff consists of seasoned professionals with years of experience, and unique and proprietary skills, specialized in managing and delivering projects focusing on your business processes.

Tyler prides ourselves on the caliber of employees that we can offer for implementation consultants (ICs). Our ICs have a deep understanding of the public sector from past work experience and great functional knowledge. Our project managers (PMs) benefit from Tyler-endorsed PMP credentials. We support our PMs to successful test and maintain their certification. We consistently deliver ongoing education for all employees. Our staff work each day to implement ERP projects in the public sector.

In reviewing and understanding your goals and requirements, we provide an implementation team best suited to deliver services to achieve your needs. We believe this is an important step in the implementation process and appreciate your patience as we arrange, for resources to be allocated to your project. Within the provided resumes, each member has listed recent projects and work experience. Our implementation team is structured to include several layers of resources for a well-developed implementation staff with experience working together as a team on similar client implementation projects. The project team assigned to your project is managed by a Tyler PM. Above the PM, each team has an implementation manager who monitors the project progress, provides team staffing, acts a counterpart to your steering committee, and resolves all decisions or issued elevated by the Tyler PM assigned to your project. The implementation manager reports directly to our vice president of implementation.

Statement of the team's capacity to perform the required work competently and expeditiously to meet the proposed schedule, as indicated by the firm's size and the availability of necessary personnel, subconsultant(s) availability, team's current workload, and equipment and facilities.

4.2 Team Capacity

Tyler regularly reviews our incoming projects, current active projects, prospects, staffing and phasing to ensure that we provide a superior customer experience. Tyler has over 190 employees working solely on our EnerGov products and over 45 implementation consultants dedicated solely to implementations of the EnerGov project for clients that are also purchasing, or already own Munis. We currently have 118 projects in an active or awaiting assignment implementation status. Tyler prides itself on our ability to manage resources and projects efficiently and effectively, delivering our services with the utmost professionalism, on-time and on budget.

Section 5 Approach and Scope of Services

Approach and the Scope of Service: Please provide the proposed scope of services and approach in response to this RFP. At a minimum, this should include

a description of the software,

5.1 EnerGov Community Development Overview

5.1.1 Permitting and Land Management

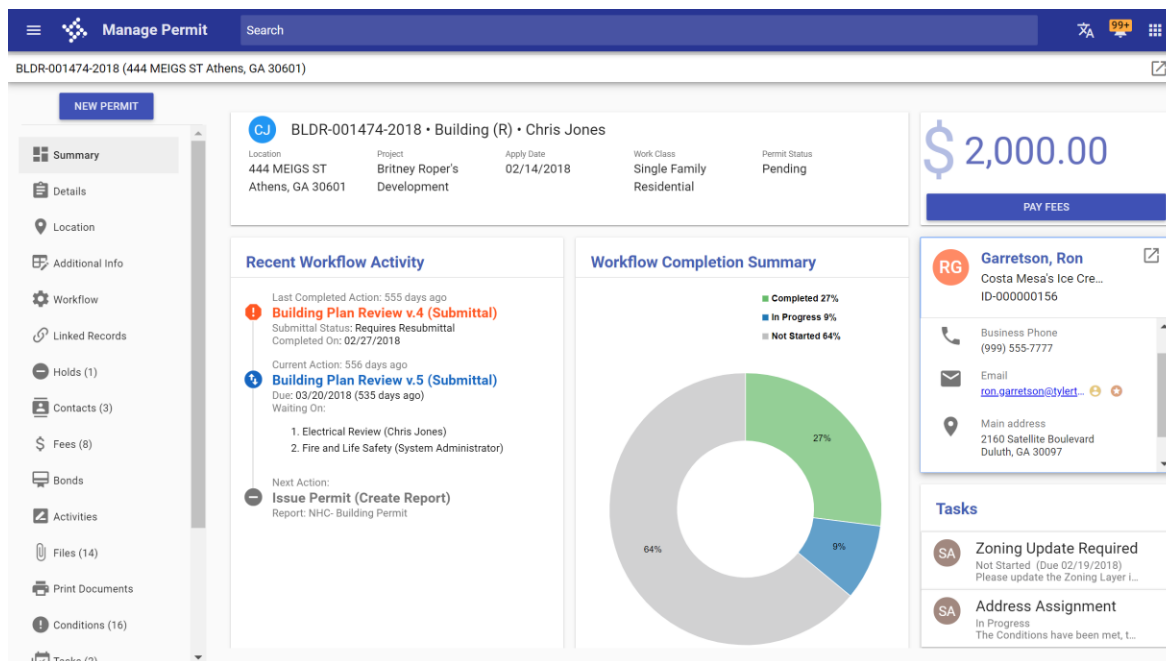
Automate land use planning, project review, permitting, inspections and the management of impact cases and objects with the EnerGov Permitting and Land Management Suite. With this multi-dimensional software, urban planning is easily done with the click of a mouse or touch of a screen. Your processes will be more efficient, and communication will be on the way up while data errors will plunge. That means revenue has the potential to spike, and your return on investment may be captured sooner than you think.

EnerGov's flexible system allows you to customize business processes for varying departments while maintaining the integrity of working within one, centralized system. Records in EnerGov can be directly linked to your GIS data, allowing users the ability to see important land-data and make more informed decisions. Tracking plan submittals and their associated reviews, organizing revisions, scheduling meetings and hearings, verifying contractor licenses, issuing permits, collecting fees, and managing the inspection process are tools that will help you streamline your process. EnerGov's ability to manage conditions, holds, GIS information, and historic data help to create a clear picture of the work being managed.

5.1.1.1 Features & Highlights

Manage Your Workflow

You will experience unparalleled flexibility in automating your organization's permitting, regulatory land use and enforcement processes when you deploy the Permitting and Land Management Suite. Superior configurability options allow for even the most complex business processes and workflows to be managed throughout the entire process lifecycle in a quick and efficient manner. Stop just tracking data and start realizing the benefits and efficiencies that managing with EnerGov affords.



Manage Objects

When you struggle with permitting equipment such as boilers, elevators and objects in a right-of-way that may have no address associated with them, think EnerGov. Our Object Management module helps uniquely identify these items and trace them through the permitting process.

Manage Impact Cases

Finances and permitting oversight can be a challenge to manage while you are regulating construction projects, and disparate systems can quickly turn project management into a difficult task. Impact Management solutions from EnerGov help you manage conditions of approval that impact project delivery so compliance is ensured, and revenue collections are timelier.

Reduce Error, Liability And Increase Revenue

Automating with EnerGov's Land Management Suite is a smart investment that can minimize human error and limit your agency's liability as it relates to permitting and regulatory land use. Flexible enough to take charge of escalation procedures and required operational steps, it is also solid enough to perform accurate jurisdictional GIS and decision-making analysis across the agency. With EnerGov Land Management, you never have to worry if conditions and land use requirements are maintained or enforced, or if corresponding information is tracked.

Streamline Your Operation

We realize resources can be scarce, and that makes it tough to manage the process of regulating and enforcing in a timely manner. EnerGov's Land Management Suite assists in this process by streamlining and automating many of the time-consuming processes from intake to task and field inspection routing or creating a fully automated regulatory environment.

5.1.1.2 Project & Land Use Management

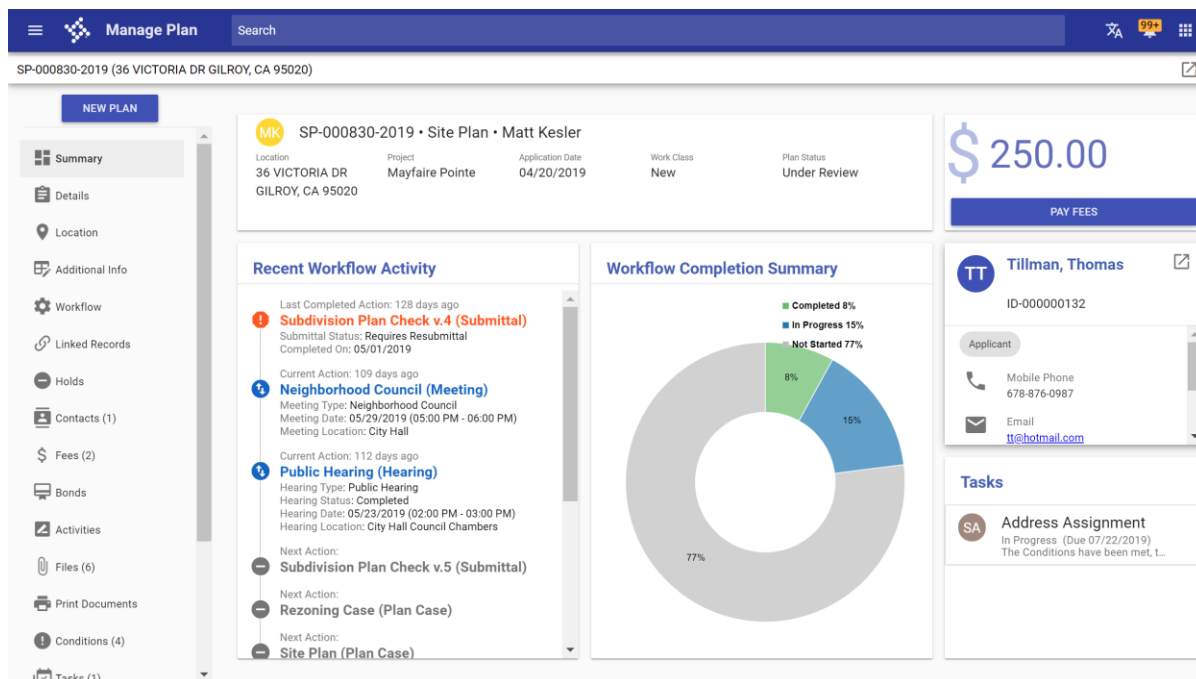
From smaller local projects to large-scale land development, Permitting & Land Management's Project Management module keeps related permits constantly accessible during the project management phase.

Parameters for the number and type of allowable plans or permits can be easily controlled, and conditions for each are easily established in accordance with local ordinances.

- Group related permits, plans, and code enforcement activity into one Project. Manage and view the status of the overall project, along with being able to see key details of associated records and easily access full record history.
- Track time spent on the project that can be used for reporting and/or to calculate fees.
- Create parent and child project hierarchies to manage critical relationships between multiple projects.
- Enhanced search capabilities allowing users to search by both current and historic project names.
- View all associated records in a timeline and map format using our project genealogy tool. Provides users with a visual display of the project's history and progress.

5.1.1.3 Plan Management

All types of plans at any project level can now be assessed with electronic plan review functionality. While actions within the workflow may be limited based on the type of record you are displaying, your productivity certainly won't be. And if you need to measure public outreach, review and hearing processes, it's no problem since the Plan Management module tracks all actionable items from meetings and hearings.



- Create highly customized workflow to manage the most complex to the simpler day-to-day tasks completed by the planning department. Color-coded and automatic versioning of the workflow helps planning managers view the progress of a project and track what the next steps are.
- Create meetings and hearings that will display on a centralized calendar. Track staff members and the public who have been invited and record history and notes. The calendar is also visible online for citizens to see what upcoming meeting and hearings they have scheduled with the jurisdiction.
- Use GIS tools to create mailing lists that can be linked to the plan record to send public notices.
- Generate documents and reports, such as public notices and letters, using the information entered on your centralized EnerGov record.

- Manage the submission of documents and subsequent reviews. Clearly marked and versioned workflow items track dates, comments, and outcomes.
- A variety of routing options allow you to determine how item review assignment should occur. Popular options include GIS Zone-to-Reviewer assignment, departmental load balancing, or using pre-determined review teams.
- Electronic Plan Reviews allows citizens to upload files through a portal. The files are added directly to the associated record.
- Plan Reviewers can manage their reviews through user-friendly workstations. Reviewers can add corrections from a library of codes. When using eReviews, reviewers can link their markups directly to corrections.
- Share submittal results with involved parties through citizen portals or through correction letters that can be generated directly from EnerGov.

5.1.1.4 Permit Management

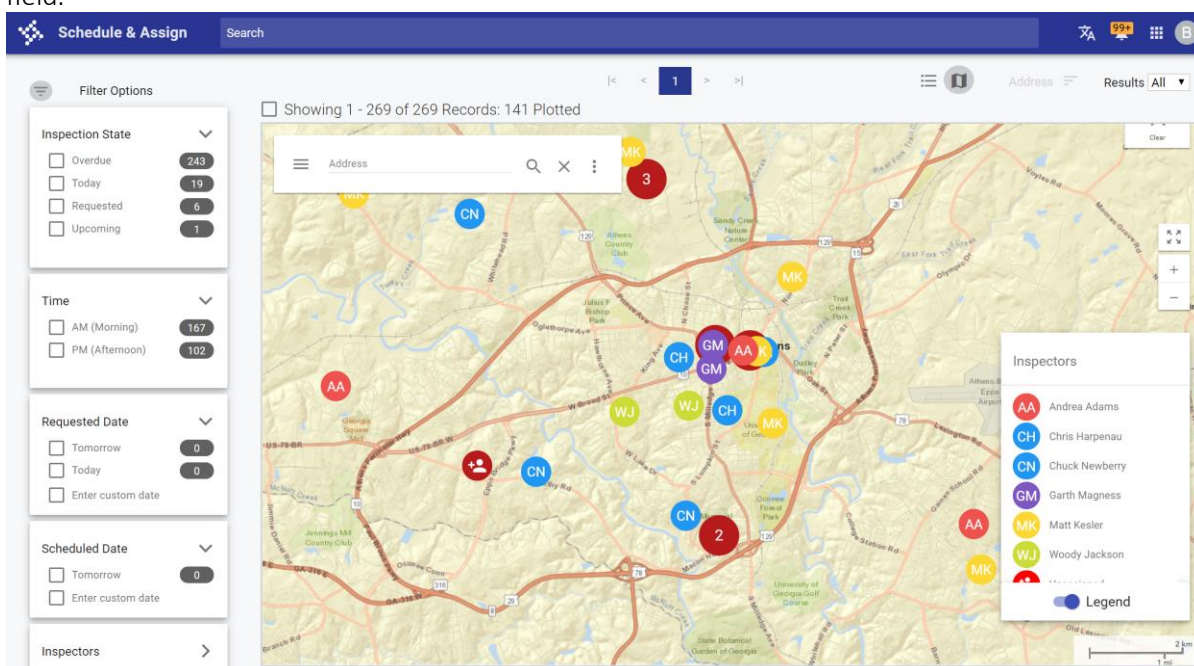
In a perfect world, approvals would come exactly when you need them. EnerGov's permit software helps your agency deal with the reality of project details and cycles by color coding differing versions of plan review submittals and inspections so that project history can be tracked, and fee revenue can be collected or recaptured.

- Create permits directly from a user-friendly GIS-viewer. EnerGov can display relevant GIS data on specific records to automatically fill in fields, add requirements to workflow, or create alerts.
- Utilize the permit record to create a complete, historical picture of what work was applied for, on what property, and who it is associated to. Automatic history-tracking is applied to all records to create a full story. Ability to track notes, meetings, emails and phone calls to add to this historic data.
- Customize workflows to manage the submittal, review, approval, issuance, inspection, and finalizing processes for your various departments. Due dates and assigned to fields allow multiple departments to interact with a single record seamlessly.
- Advanced fee calculation and cashiering options allow tracking payments made on records, billing contacts, and to easily retrieve invoice and receipt information. Widgets and advanced search screens allow managers to track overall fees collected to date to provide a comparison of revenue to date this year compared to last year.
- Automatically verify contractor and subcontractor licenses at the time of application and at permit issuance.
- Utilize conditions of approval and holds to prevent actions from happening on the permit unless certain milestones have been reached or critical issues have been addressed. Helps the users by providing the data up-front and minimizes the risk of errors.
- Associate cash or performance bonds to permit records. Manage partial and full releases accordingly.
- Save time on data entry by copying permits when someone is applying for multiple of the same type of permit.
- Extend the life of a permit automatically based on active inspection requests.
- Renew permits using customized renewal cycles to generate and pay invoices and to extend the permits' expiration date.
- Upload and view (if user security allow) attachments associated to the permit.
- Use documents, reports, widgets, and searching tools to capture critical information regarding history and trends. Plot search results on the map to view the data from a new point-of-view.

5.1.1.5 Inspections

Are you looking to take a greener approach to inspection management? Tyler can help. By receiving and scheduling inspection requests electronically, your office will see a significant decrease in phone calls and foot traffic, all interested parties will stay updated and communication will increase while you shuffle less paper. Field workers can also manage the inspection cycle through EnerGov's mobile applications and keep everyone updated in real time or as soon as connectivity is available.

- Empower citizens to request inspections through a citizen portal or through an automated phone system (IVR). Flexible configuration options allow you to further define how many inspections can be request for a day, cut-off times to request inspections for the following day, and much more!
- Easily track which inspections are associated to different projects—visible statuses, version, and inspector notes help track the inspections' history.
- Utilize a variety of scheduling and assignment options including the ability to auto-schedule inspections, assign inspections using load-balancing, use GIS to assign inspectors to zones, and many other options.
- Workspaces designed specifically for inspectors to view the work that's assigned to them, add notes, and update statuses. Inspectors also have quick links to see associated project and parcel history.
- Our iG Inspect product allows inspectors to view inspections in the field, including previous inspection history. Inspectors can take notes, update status, take pictures, and email reports directly from the field.



5.1.1.6 Object Management

While a lot of permits and plans are associated to an address and/or parcel, sometimes you may need to permit against an object such as an elevator. Objects can be linked directly to a permit, plan, or to other objects.

- Track the status of the object independently. Review the status of each associated object on the originating permit or plan record in a user-friendly grid.

- Create a hierarchy of objects between parent objects and children objects to efficiently manage the connection between multiple objects.
- Track and manage critical dates such as created date, installation date, and operation start and end dates.
- Capture information specific to each type and classification of object using standard and customizable fields.

5.1.1.7 Impact Management

Managing fees and conditions because of impact cases such as Rezoning and Special Use Permit approvals can be time-consuming and littered with oversights. The Impact Management module eases the load by automatically adding impact fees and conditions to applicable permits or plans. An overall impact case will track the associated records by recording total money collected to date, the number of records impacted, and much more!

- Empower those interacting with customers to have the most updated and dependable information possible already reflected on the records they are working with. Impact Management will add relevant fees and conditions to the associated records, allowing employees to spend their time where it counts.
- Draw impact polygons on the map using EnerGov user-friendly GIS viewer. An impact case can be associated to this polygon to define what type of conditions will be applied to parcels intersecting this area.
- Track the overall progress of the impact case with statuses, dates, attached records, and conditions, and how much money has been collected to date.
- Add multiple monetary and non-monetary conditions to an impact case. Customize when the conditions should apply to associated records and how to assess the conditions.
- Use fee allocation tools to automatically total how much money has been collected to date, how funds have been allocated, and the remaining funds balance.
- Flexibility and advanced impact fee setup options including adjustments based on inflation.

5.2 EnerGov Business Management Overview

5.2.1 Licensing and Regulatory Suite

We understand the spectrum of services you have to provide, and EnerGov's Licensing and Regulatory Suite is your one-stop solution. If you need to automate the administration of licensing and regulatory review, approval, issuance, renewal, revenue collection, investigation or enforcement processes, this suite has the power to deliver beyond your expectations by coalescing all regulatory agencies involved. Departments or agencies who may benefit include business licensing, professional and occupational licensing, alcohol control, revenue collection, business tax, regulated services, environmental control, fire and industrial compliance and more.

5.2.1.1 Features and Highlights

Improve Efficiencies and Manage Centrally

EnerGov's Enterprise Server framework includes Enterprise Contacts Manager (ECM) that was specifically designed to allow for central management and serve as a single point of entry for all regulatory business modules, details, actions and events. From management of regulatory compliance cases to tracking constituent requests and renewing or applying for a license, EnerGov simplifies the process.

Flexible Approach to Regulatory Workflow Management

EnerGov's Licensing and Regulatory Suite enhances your operation by allowing for unparalleled flexibility in automating your organization's comprehensive licensing and regulatory requirements. Superior configurability options allow for government agencies to determine the appropriate licenses and cases to track, as well as associated details related to the agency's specific regulatory requirements. Even the most complex workflow cycles are no challenge for this technological approach.

Investigative and Enforcement Work Orders Automated

EnerGov's Licensing and Regulatory Suite automates your investigation and enforcement work orders, resource allocations and regulatory review routing to centrally connect and simplify operations. That means increased efficiency and a significant ROI.

Connect Disparate Departments, Agencies and Citizens

EnerGov's Licensing and Regulatory Suite empowers agencies to better connect departments, external agencies, processes, commercial entities, citizens and services. Utilizing a central database fosters collaboration, communication and efficiencies that affect your bottom line in a substantial way.

5.2.1.2 Business Management

Whether you need to track economic growth and development and/or regulate new businesses in your jurisdiction, EnerGov Business Management will help you reach your goals. Allow businesses to register online or in-person. Define the status, key dates of operation, and associated NAICS codes. Inspections can be conducted directly on a business, including reoccurring annual or semi-annual inspections. Use the business record as a starting point to create licenses and/or tax remittance accounts.

- Registering a business online allows your citizens to interact with you at their convenience—regardless of that's during normal business hours or not.
- Define the types of businesses that can be established such as corporations, sole proprietorships, or LLCs. Track critical information regarding this business including the DBA name, tax ID numbers, dates of operation, owners, employees, and emergency contacts.
- Use the business record as a way to group multiple licenses and/or tax remittance accounts. Provides a history of the overall business and its standing with your jurisdiction on a yearly basis.
- Track and report against the location of the business using multiple data points such as the address(es), parcel(s), location (in-city limits or out-of-city limits), and district fields.
- Define custom fields to further track and report against the information that's most valuable to you.
- Allow businesses to apply for and renew associated business licenses online or in person. Utilize updated information from the main business record to create appropriate licenses.
- Customize the license application and renewal process to fit your business needs directly. Determine the expiration dates based on a recurrence cycle so the expiration date will automatically calculate based on the issued date. Furthermore, determine the workflow that works best for your business process by assigning tasks, reviews, inspections, etc.
- Generate documents and reports to print and attach copies of the business license and renewal letters.
- Utilize quick and user-friendly screens to streamline the payment and issuance process for renewed licenses. Or, allow citizens to complete this process online minimizing the amount of paperwork done in your office.

5.2.1.3 Professional License Management

Need to track licenses against an individual? Professional Licensing in EnerGov allows citizens to apply for and renew their personal licenses. These capabilities are extended online, where citizens can fill in their application, pay their fees, and renew licenses outside of business hours and at their own convenience. Utilizing professional licensing as a part of EnerGov allows for a seamless association between contacts, their current licenses, and what work they are aiming to accomplish in your jurisdiction.

- Allows users to apply for and renew professional licenses in person or online. Serve the needs of the public by opening this extended flexibility while minimizing the amount of paperwork that needs to be completed internally.
- Ability to track critical dates of the license such as the application, issued, expiration, and last renewal dates. The expiration date will automatically generate based on the license cycle, which is configurable.
- Streamline your business processes by allowing EnerGov to verify if a contact has the proper professional license. Does a permit require a contractor to have a specific license? Does a business owner need a current professional licensing? EnerGov can cross-reference these requirements to provide users with relevant, updated information at defined points of the process.
- Define customizable workflow for professional licenses and the renewal process. Allows multiple departments and users varying levels of interaction and provides overall accountability.
- Generate documents and reports such as licenses and renewal letters. Automatically attach copies of these reports, and other relevant documents, directly to the license for future reference.

5.2.1.4 Inspections & Investigation

Need to schedule and track inspection history? EnerGov's versatile inspection management tools allow inspections to be linked to businesses, licenses, requests, code cases, permit, plans, and various other modules. Advanced configuration and scheduling tools are geared towards providing a user-friendly way for citizens to monitor their inspections while allowing you to schedule, track, and search for inspections.

- Create inspections related to businesses, licenses, permits, or code cases, allowing a complete history of site visits and inspections to be tracked on one record.
- Track how many times an inspector or officer has visited the site with automatic versioning in the workflow.
- Workspaces designed specifically for inspectors to view the work that's assigned to them, add notes, and update statuses. Inspectors also have quick links to see associated project and parcel history.
- Additional tools to track all of the correspondence used to resolve issues from emails, phone calls, posted notices, walk-in inquiries and much more.

5.2.1.5 Request Management

Citizen requests and complaints can now be easily managed with the help of EnerGov's Citizen Response System. Reports of potholes, overgrown lots, damage to public facilities or other issues can be reported by citizens through a web portal, along with the location and any pictures or notes taken. Government staff can then assign inspections, work orders and code enforcement action, making citizen responsiveness as easy as a click.

- Online portal allows citizens to submit complaints and/or requests. As an administrator, you have the flexibility to customize options such as allowing anonymous complaints, requiring a specific address, or allowing individuals to submit a general location.
- Utilize activity and inspection tools to track the steps taken to address the complaint.

- Built-in fields to determine the assignment of the complaint, the priority, and critical dates help prioritize daily responsibilities, enabling you to better serve the public.
- Easily escalate a complaint/request into a full code case. EnerGov will automatically copy relevant information onto the code case so you don't have to re-enter the same data.

5.2.1.6 Enforcement Case Management

Within your economic development efforts, it's important that communities in your jurisdiction stay clean and safe. Rental units are no exception. EnerGov's Rental Property module supports the enforcement of ordinances in regard to exterior maintenance such as weed control, garbage or junk. Its workflow system also accommodates one-time or recurring inspections for utility connection within rental units to keep long-term tenants in compliance. It does so through its unique capability to identify the property and its owner or manager, their registration or licensing, and site inspection cases or cycles.

- Highly customizable workflow that allows multiple violations to be associated to one code case. Each violation can be resolved independently and has its own set of compliance dates, priority, fees, notes, and status.
- Ability to extract data from the code case into customizable reports to generate notices, letters, and reports regarding the history of the code case.
- Assignments on the code case can be managed on the overall code case and on individual inspections and tasks, allowing multiple individuals and departments to have ownership in the process.
- Advanced security settings allow contacts on code cases to be hidden from the public and from internal staff.
- Batch update code cases to change the assigned to, contacts, status, and more. Batch update widget allows administrators to monitor the progress of updates and easily view impacted records.
- Widgets and advanced searching tools empower code officers and managers to know what violations are approaching their compliance dates, what their workload looks like, and items they need to follow-up on.
- Ability to see code cases associated to the parcel and/or contact directly on each code case.

5.3 Tyler System Specifications

Rev. 20201210

Tyler Technologies applications are designed to operate on systems that meet specific requirements. Systems that do not meet the required specifications may not provide reliable or adequate performance, and Tyler cannot guarantee acceptable results.

Tyler SaaS deployments should disregard any references of “on-premises” specific requirements.

On-Premises Server Requirements

Overview

Tyler supports several server environment deployment types including bare-metal and virtualized environments, high availability configurations, and dedicated testing environments. Production and non-production application environments (e.g., train, test) are deployed to the same servers unless otherwise noted or desired by the client.

Operating system, database, and application software is included for reference only. It is the client’s responsibility to properly license all third-party software, including OS and RDBMS, and procure required infrastructure.

The following server specifications are provided as general guidance only. Clients should contact their sales representative or Tyler’s Deployment Department for approval of desired configuration prior to procurement or configuration of production infrastructure.

General Server Requirements

Component	Requirement
General Requirements	Servers / VM’s dedicated to Tyler products Microsoft Windows Certified Server (nationally recognized brand) External backup solution Gigabit Ethernet RAID storage Dedicated partitions for OS, Tyler applications, and databases
Operating System	Microsoft Windows Server 2016 or 2019 Standard or Datacenter
Database Software	Microsoft SQL Server 2016, 2017, 2019 Standard or Enterprise [1]
Additional System Software	Microsoft components including Microsoft VCSASP, Visual C++ Runtime Libraries Java Runtime Environment (JRE), Java Development Kit (JDK) [2]
Network Environment	Microsoft Active Directory [3] and DNS services
GIS Environment [4]	Esri ArcGIS for Server 10+ or ArcGIS Online

[1] SQL Server Enterprise Edition is only required for clients who wish to use advanced RDBMS functionality such as SQL AlwaysOn Availability Groups for high availability.

[2] JRE required on TCM and ExecuTime application servers only. JDK required on TCM application servers only.

[3] Microsoft ADFS or Azure AD required for on-premises clients with complex Active Directory environments such those as multiple domains, or Tyler SaaS hosted clients who wish to use their AD with supported Tyler apps. Setup and maintenance of client Active Directory, Azure AD, and/or ADFS environment is the responsibility of the client.

[4] Dedicated GIS environment is only required for use with Munis MapLink, Tyler EAM, or EnerGov. ArcGIS Online is not supported MapLink. Installation and maintenance of GIS environment is the responsibility of the client.

Hardware Requirements

EnerGov – Up to 25 Users

The following server infrastructure is required for a Tyler implementation sized up to 25 EnerGov users.

Server	# of Servers	CPU Cores	Memory (GB)	Storage (GB)
Database & EnerGov Application Server	1	6	32	1000
EnerGov Service Server	1	6	16	200
SQL Server Reporting Services Server [1]	1	6	16	250
External Web Server	1	6	16	150
Total Resources	4	24	80	1600

[1] Required with Public Maintenance Management or Tyler Parks and Rec only.

EnerGov – Up to 50 Users

The following server infrastructure is required for a Tyler implementation sized up to 50 EnerGov users.

Server	# of Servers	CPU Cores	Memory (GB)	Storage (GB)
Database Server	1	6	32	1500
EnerGov Application Server	1	6	24	150
EnerGov Service Server	1	6	16	200
Tyler Infrastructure Server	1	4	16	200
SQL Server Reporting Services Server [1]	1	6	16	250
External Web Server	1	6	16	150
Total Resources	6	34	120	2450

[1] Required with Public Maintenance Management or Tyler Parks and Rec only.

EnerGov – Up to 100 Users

The following server infrastructure is required for a Tyler implementation sized up to 100 EnerGov users.

Server	# of Servers	CPU Cores	Memory (GB)	Storage (GB)
Database Server	1	8	64	2500
EnerGov Application Server	1	8	32	150
EnerGov Service Server	1	8	16	200
Tyler Infrastructure Server	1	4	16	200
Tyler Search Server	1	8	16	200
SQL Server Reporting Services Server [1]	1	6	32	250
External Web Server	1	6	32	150
Total Resources	7	48	208	3650

[1] Required with Public Maintenance Management or Tyler Parks and Rec only.

Server Definitions

Database Server (DB)

Hosts Microsoft SQL Server for all Tyler application databases.

EnerGov Application Server (EAS)

Hosts EnerGov application server and IIS; accessed via HTTPS.

EnerGov Service Server (EGSS)

Hosts services for managing EnerGov background processes. Because of their need for resources, it is required to have these services reside on their own server so that they don't impact the use of EnerGov applications and other web server products.

Tyler Infrastructure Server (TIS)

Hosts Tyler Infrastructure server components such as Tyler Identity and Tyler Hub, and IIS. Additional Tyler applications such as Tyler Parks and Rec, and Tyler 311 may also be hosted on this server. All applications are accessed via HTTPS.

Tyler Search Server (TSS)

Hosts Elasticsearch services and database, and Tyler Search services. Only required with EnerGov deployments of 100 or more users on an as-needed basis. It is recommended that the underlying storage for the Elasticsearch database utilize SSD drives.

SQL Server Reporting Services Server (SSRS)

Hosts SQL Server Reporting Services. Only required with EnerGov Public Maintenance Management (PMM) and Tyler Parks and Rec.

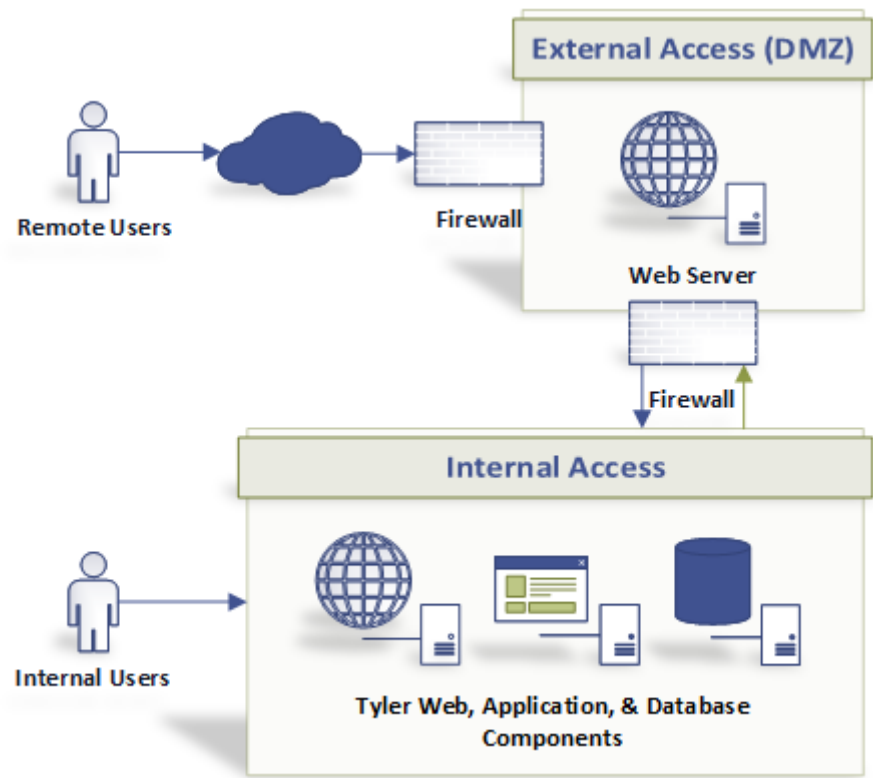
External Web Server (EWS)

Hosts Tyler self-service applications, EnerGov Decision Engine, EnerGov IVR, mobile services, and IIS; accessed via HTTPS.

File Server

Some clients deploy a dedicated file server where document attachments are stored. Otherwise, attachments are stored on any one of the web or application servers, or an existing file server. Attachments on a file server are accessed via an IIS virtual directory pointed at a UNC path on the file server. The service account running the application pool and application needs to have read and write permissions on the share and file system. File attachments for PMM would also be utilized on this file server.

Configuration Diagram



Storage

Enterprise-level, redundant storage arrays using high-bandwidth iSCSI or fiber channel backend connection/s should be used for all Tyler servers. Disk input/output (I/O) performance is also important for successful deployment of Tyler applications. Tyler recommends Microsoft’s SQLIO Disk Subsystem Benchmark Tool to measure disk performance and provide minimum IO to run Tyler applications.

Minimum I/O

I/O measurements for Tyler database storage should meet or exceed the following:

	Random Writing	Random Reading
8K - IOPS	5000	7000
8K - MBs/sec	50	55
8K - Avg. Latency (ms)	5	5
128K – IOPS	1000	2500
128K - MBs/sec	150	175
128K - Avg. Latency (ms)	20	20

Virtualization Support

VMware vSphere and Microsoft Hyper-V are supported for virtualizing servers. It is a requirement that virtualized guests are given dedicated memory and host virtual CPUs are not over committed. VM provisioning is the responsibility of the client; Tyler Technologies does not offer any training or installation services for VMware or Microsoft Hyper-V.

High Availability

Tyler supports a variety of high availability (HA) server configurations. Tyler's recommended HA configuration is a virtualized environment used in conjunction with replication products such as VMware Site Recovery Manager or Veeam Backup and Replication. For environments requiring multiple SQL Server servers, SQL Server AlwaysOn Availability Groups is recommended. A hardware-based network load balance appliance is required when using multiple application servers. Clients should contact Tyler Installation Services when considering these advanced configurations.

Tyler will work with every client to help determine the best configuration to meet their infrastructure needs, however all server configuration is the responsibility of the client.

Network Requirements

SSL Certificate Requirement

Clients must obtain an SSL certificate (2048-bit minimum) for on-premises Tyler servers from a trusted Certificate Authority (CA) such as a commercial provider (e.g. Verisign, GeoTrust, DigiCert) or client managed CA. SSL certificates are required to secure application communication by encrypting data over HTTPS. Server specific certificates (e.g. *tylerapp.yourdomain.org*) are supported, though a wildcard certificate (e.g. **.yourdomain.org*) is commonly used for multiple servers on the same domain.

External / Internet Application Access

Tyler supports most industry standard methods of providing external access to on-premises applications. These options include but are not limited to; hosting web applications in a client's DMZ, NAT port mapping, Application Request Routing (ARR) with IIS, and VPN. Deployment and network configuration of on-premises Tyler applications is dependent on the client's preference of providing this access.

Bandwidth Requirements

Bandwidth usage can vary depending on application user type and their daily functions. Based on benchmarks through Tyler's SaaS hosting and Test Lab, Tyler recommends the following bandwidth requirements:

Client to Server:

- Minimum: Mobile broadband connection
- Recommended: 10/100 Mbps network connection
- 30 Kbps per concurrent user session

Server to Server (on-premises only):

- 1GBps network connection

Microsoft Active Directory

Microsoft Active Directory is used and required for authentication with select on-premises hosted Tyler ERP applications. Tyler SaaS hosted clients can optionally use Active Directory authentication with select Tyler applications. Tyler provided user accounts are used with Tyler SaaS hosted applications not supported with client Active Directory or if clients opt to not use their Active Directory for authentication with supported apps.

Microsoft ADFS or Azure AD required for on-premises clients with complex Active Directory environments such those as multiple domains, or Tyler SaaS hosted clients who wish to use their AD with supported Tyler apps. Setup and maintenance of client Active Directory, Azure AD, and/or ADFS environment is the responsibility of the client.

Email Server Integration

An SMTP / IMAP email server is required for sending application notifications.

The following advanced scheduling functionality is supported with Microsoft Exchange only.

- Appointment creation on records directly from select Munis applications.
- EnerGov inspection, meeting, hearing, and task scheduling. Sites without Exchange can perform these tasks using an integrated application calendar.

End-User Requirements

Microsoft Windows Workstation Requirements

Component	Requirement [1]
Workstation	Microsoft Windows Certified PC (Nationally recognized brand)
Processor	Intel Core i3 1.8 GHz minimum; Intel Core i3 2.5 GHz+ recommended
Operating System	Windows 10 (64-bit)
Memory	6GB RAM minimum; 12GB recommended
Disk Space	500 MB
Screen Resolution	General: 1280 x 800 minimum, 1920 x 1080 recommended EnerGov: 1680 x 1050 minimum, 1920 x 1080 recommended; ePlans Review: 2560 x 1600
Productivity Software	Microsoft Office 2013, 2016, 2019 Microsoft Office 365 (requires desktop client)

[1] Meeting the minimum PC requirements will ensure the Tyler applications will operate but will not guarantee performance. All performance and benchmark testing are done with PC's that meet (or exceed) the recommended hardware configuration.

Browser Compatibility

Browser [1]	Application Support
Google Chrome	Recommended with Munis, ExecuTime, EnerGov, SIS (excluding Click-Once apps), and self-service applications.
Microsoft Edge	Supported with Munis, ExecuTime, EnerGov, SIS, and all self-service applications.

Mozilla Firefox	Supported with Munis, EnerGov, SIS, and all self-service applications.
Internet Explorer 11	Supported with self-service applications only.

[1] Tyler only actively validates the latest version.

Apple macOS Workstation Requirements

Component	Requirement [1]
Operating System	macOS 10.14 or later
Processor	Intel Core i3 1.8 GHz minimum; Intel Core i3 2.5 GHz+ recommended
Memory	6GB RAM minimum; 12GB recommended
Disk Space	500 MB
Screen Resolution	General: 1280 x 800 minimum, 1920 x 1080 recommended EnerGov: 1680 x 1050 minimum, 1920 x 1080 recommended, 2560 x 1600 for ePlans Review
Productivity Software	Microsoft Office for Mac 2016, 2019 Microsoft Office 365 (requires desktop client)

[1] Meeting the minimum PC requirements will ensure the Tyler applications will operate but will not guarantee performance. All performance and benchmark testing are done with PC's that meet (or exceed) the recommended hardware configuration.

Browser Compatibility

Browser	Application Support
Apple Safari 12	Supported with ExecuTime, Munis, EnerGov, SIS (excluding Click-Once apps), and self-service applications.
Mozilla Firefox (latest version)	Supported with EnerGov, Munis, and all self-service applications.

macOS Limitations

Some Tyler applications or select application functionality are not supported on macOS. This functionality can be obtained using alternative solutions such as RDS to a Windows environment or "Windows on Mac" virtualization solutions such as Parallels Desktop for Mac and VMware Fusion.

EnerGov

EnerGov is fully supported on macOS except for eReviews.

Mobile Device Support

Tyler offers many mobile options to access select Tyler applications and functions from a mobile and/or touch-enabled device.

Application	Any Device	Android	iOS	Windows
EnerGov Inspections [†]	--	--	App	App
EnerGov Enforcement Management	--	--	App	--

Tyler 311 My311 & MyCivic	Mobile Web	App	App	Mobile Web
---------------------------	------------	-----	-----	------------

App: Native mobile app available for download from respective app store.
 Mobile Web: Mobile optimized or responsive web site. Not all devices validated.
 Web App: HTML applications only. Not all devices validated. Not all web applications optimized for mobile devices / smaller screens.
 Some applications may require remote access configuration by client.
 [*]: iOS recommended for broader feature set. Contact sales or implementation representative for more details.

Peripherals

Printers

Most application output can be printed to any printer accessible from an end-user’s device. Tyler recommends laser printers for universal compatibility for all applications. Workgroup class laser printers are required for select print jobs.

Printer Type	Reports	Forms	Additional Notes
HP or HP Compatible Laser Printer	Yes	Yes	PCL 5 or above

Ref: EG

training options,
importation of past permitting data,
support and maintenance.

5.4 Implementation

Tyler's implementation process demonstrates our long-term commitment to our clients, with a methodology tailored specifically to the public sector. Your organization benefits from the fact that we perform our own implementations and know our software better than anyone. As a Tyler client, you receive guidance throughout implementation from experienced Tyler professionals who have implemented Tyler products in more than 10,000 public sector implementation projects. Tyler's methodology is based on three vital foundations:

- Industry experience
- A globally recognized project management approach
- In-house expertise

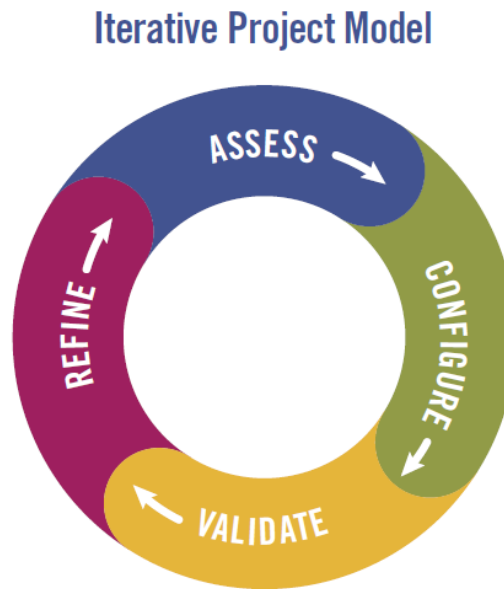
Tyler utilizes its depth of implementation experience, working in tandem with our clients to put our methodology into practice. While each Project is unique, all will follow Tyler's six-stage methodology. Each of the six stages is comprised of multiple work packages, and each work package includes a narrative description, objectives, tasks, inputs, outputs/deliverables, assumptions, and a responsibility matrix.

Tailored specifically for Tyler's public sector clients, the project methodology contains Stage Acceptance Control Points throughout each Phase to ensure adherence to scope, budget, timeline controls, effective communications, and quality standards. Clearly defined, the project methodology repeats consistently across Phases, and is scaled to meet the Client's complexity and organizational needs.



The methodology adapts to both single-phase and multiple-phase projects. To achieve Project success, it is imperative that both the Town of Palm Beach and Tyler commit to including the necessary leadership and governance. During each stage of the Project, it is expected that the Town of Palm Beach and Tyler Project teams work collaboratively to complete tasks. An underlying principle of Tyler's Implementation process is to employ an iterative model where Town of Palm Beach business processes are assessed, configured, validated,

and refined cyclically in line with the project budget. This approach is used in multiple stages and work packages as illustrated in the graphic below.

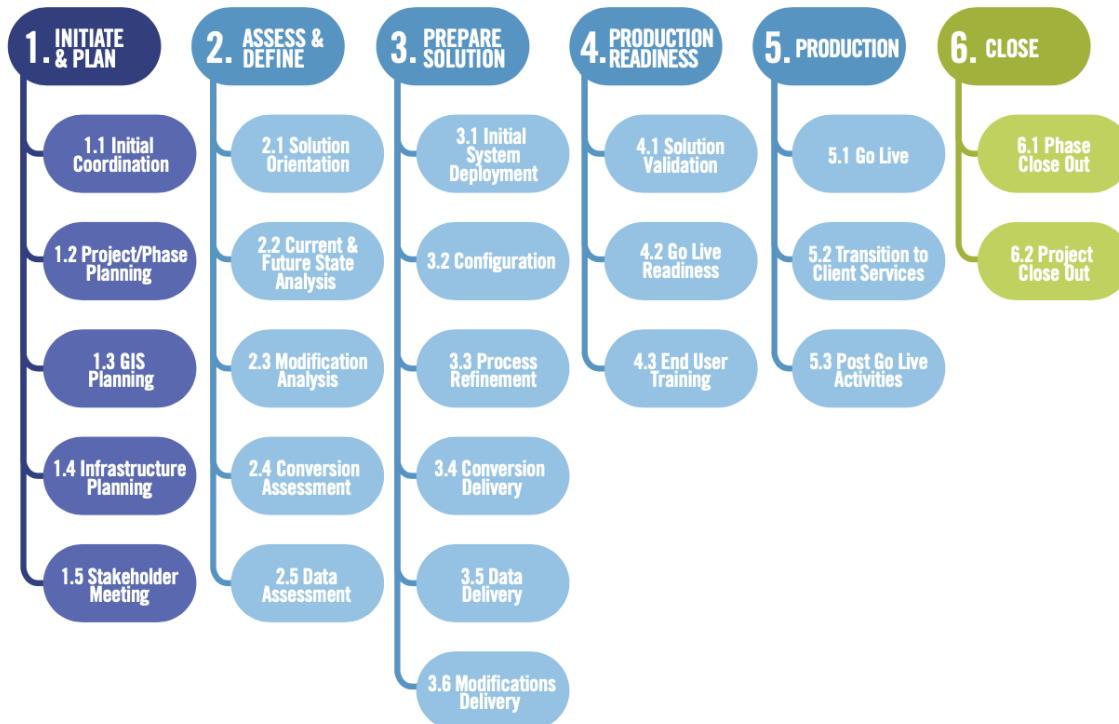


The delivery approach is systematic, which reduces variability and mitigates risks to ensure project success. As illustrated, some stages, along with work packages and tasks, are intended to be overlapping by nature to, efficiently and effectively complete the Project.

5.5 Work Breakdown Structure

The Work Breakdown Structure (WBS) is a hierarchical representation of a project or phase broken down into smaller, more manageable components. The top-level components are called “stages” and the second level components are called “work packages”. The work packages, shown below each stage, contain the high-level work to be done. The detailed project schedule, developed during project/phase planning and finalized during subsequent stages, lists the tasks to be completed within each work package. Each stage ends with a “control point”, confirming the work performed during that stage of the Project has been accepted by the Town of Palm Beach.

Work Breakdown Structure (WBS)



5.6 Project Management

Our approach to project governance has been continuously improved during Tyler's more than 35+ years of experience implementing software exclusively with public sector clients. No one knows the system better than Tyler staff. That's exactly why we don't contract third parties to do our implementation for us. We do it best. Project managers will be assigned to each phase of your project in order to staff the project with subject matter experts during each part of the project. Our staff consists of seasoned professionals with unique and proprietary skills and years of experience, focused into dedicated departments.

5.6.1 Project Communication

Tyler understands the importance of having current, accurate, easily accessible during an implementation project. As part of implementation, each new Tyler client will be provided a project portal. The purpose of this site is to furnish the project teams with a central location to plan, store and access pertinent documentation and information relating to your Implementation project.

This site will be jointly maintained by the project teams for the duration of the implementation. Once the client has gone live, the portal will be maintained by Tyler's client services team for the first year of live processing.

5.6.2 Management and Scope

The Tyler project manager (PM) and implementation teams will communicate regularly with your project team. All implementation deliverables generate reports which contain detailed assessments of task completion, staff participation and material absorption. The Tyler PM(s) will evaluate and measure the report results, communicating the gaps and adjusting the plan accordingly. Should issues arise during the project, there are several escalation paths that can be used laid out in the communication plan.

5.7 Project Planning

Project Planning is an important piece of any implementation. Tyler takes a custom approach to every project we lead. The project schedule is developed collaboratively with both project teams in order to meet your needs, while keeping in mind Tyler's guidelines for implementation. Periodic project meetings will be scheduled where changes in scope, project length, or cost will be reviewed.

Tyler is open to discussing the project schedule in more detail and working out a mutually agreed upon plan that considers all project risks, requests, and resource constraints.

Tyler recommends a phased implementation approach, staggering start, and live dates for each phase of the project. Live dates will be targets but should not place unnecessary constraints on the project. The following schedule takes into consideration the Town of Palm Beach goals and Tyler's recommended approach, and assumes the product will be used as is, without additional go-live customizations.

5.8 Tyler Training Plan

Everyone's learning style is different. That's why Tyler offers several training formats to accommodate our diverse clients' needs. Training by Tyler staff provides hands-on learning in your own labs. Your resources receive consultative knowledge transfer sessions that are a combination of lecture and hands-on education, using your organization's own data.

A mutually developed education plan lays out the process of transferring knowledge between you and Tyler. The purpose of the education plan is to:

- Communicate the process to stakeholders and functional leaders
- Answer specific questions (where classrooms will be established, what database environment will be utilized, etc.)
- Establish action items and link project personnel as owners
- Define measurement criteria to ensure the plan has been successfully followed

Your organization is set up for success with Tyler's train the trainer approach to training and education plan developed over years of industry experience.

5.8.1 Scheduling and Attendance

Tyler prefers a classroom and curriculum approach for training to ensure knowledge transfer, comprehension, and retention. A successful user training session is in a classroom environment with a computer for each user, whiteboard, printer in the room or nearby, and one computer connected to a projector.

Class size should be limited to twelve (12) users in attendance to the training is critical to gain hands-on experience with the system.

5.8.2 Responsibilities

Tyler knows the value of being prepared for the use of our software in production. Our goal is to partner with you and lend our expertise based on experience, in order to allow your resources to be successful at go-live.



Both teams collaborate on all aspects of training, discussed, and documented during the planning stage of the project. The expectation is for Tyler to provide one or more occurrence of each scheduled training. You will be responsible for the logistics of the training by completing such tasks as scheduling resources and ensuring facilities are available. These sessions are to be attended by your key staff members (i.e. functional leads and power users) so that they can then disseminate the information they learn to others in your organization if or when necessary.

5.9 Solution Validation

Making sure your new system works the way you need it to be is paramount to the success of the implementation. Tyler's quality management and validation plan addresses both the project and the product, while ensuring project objectives are met. The project teams validate the solution throughout the life of the project to expose issues that would normally only be revealed in a production environment. A comprehensive validation plan is set in place and may include system infrastructure audits, conversions, and modification delivery.

A controlled environment is created for high-level product modification validation, import and export interface, functional flow, and reliability.

The goal of validation is for end users to gain extensive product experience, develop a high level of confidence in Tyler’s products, and understand their specific functions within the solution.

Expected benefits from the completion of validation also include:

- The infrastructure of hardware and network design is thoroughly vetted
- Modifications are delivered and fully integrated into the solution
- A managed issues list is fully quantified

Issue tracking, resolution accountability, and completed issue resolution are necessary in a successfully completed project. The validation phase is a shared responsibility and must be recognized as such.

5.10 Data Conversion

The data conversion process can be the most time-critical element of your project plan. Tyler develops crucial steps in our implementation process to support a successful data conversions plan. Our data experts conduct hundreds of data conversions every year mapping legacy data through custom written programs.

The purpose of this task is to transition the Town of Palm Beach’s data from your source (“legacy”) system(s) to the Tyler system(s). The data will need to be mapped from the legacy system into the new Tyler system format. A well-executed data conversion is key to a successful cutover to the new system(s).



With guidance from Tyler, the Town of Palm Beach will review specific data elements within the system and identify and/or report discrepancies. Iteratively, Tyler will collaborate with the Town of Palm Beach to address conversion discrepancies. This process will allow for clean, reconciled data to transfer from the source system(s) to the Tyler system(s).

5.10.1 Data Conversion Standards & Responsibilities

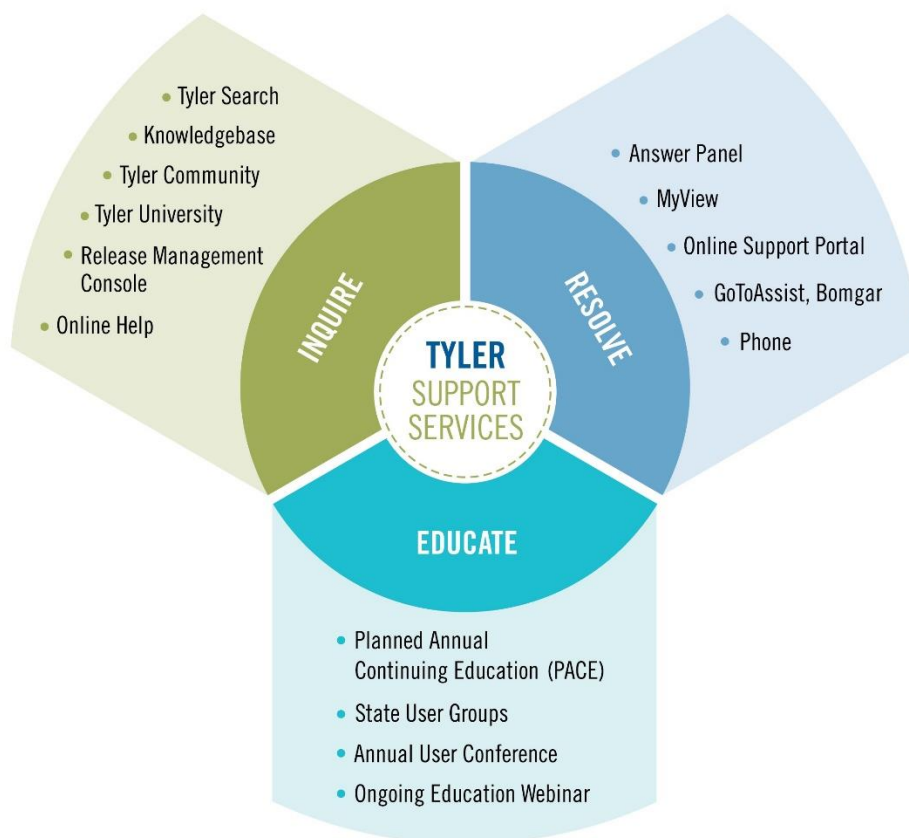
While Tyler’s data experts have extensive experience with data mining, conversion, and migration, it is your responsibility to provide Tyler with readable conversion data and to review the converted data for accuracy and completeness. Tyler recommends that you conduct due diligence to ensure that your team delivers clean data, to make data validation efforts seamless resulting in a high-quality migration.

5.11 Tyler Technical Support

Our mission is to deliver superior service by providing a timely response, issue resolution and operational support, resulting in a high-level of client satisfaction. Unlike some companies who outsource their application support to a third party, Tyler offers a complete solution of customer support services provided by our in-house experts.

Transparency is important, that's why every support incident is logged into Tyler's Customer Relationship Management System and given a unique incident number. This system tracks the history of each incident and each incident is assigned a priority number, which corresponds to your needs and deadlines. Clients can track the progress of these incidents online using Tyler's support portal.

Tyler provides online and continuing education resources for our clients, including but not limited to the following resources.



- **Tyler Search** – an online query tool that provides answers for your questions by culling through all Tyler's online resources using Knowledge Centered Service
- **Tyler Knowledgebase**- a documentation library in a single, easily accessible location
- **Tyler Community** – Tyler's online forum available 24/7
- **Tyler University**- Tyler's e-learning solution to enhance support and training of your employees using your data
- **Tyler Release Management Console**- Shows all release version information, with a summary of each release and associated enhancements, open, closed and non-critical issues

- **Online Help**- context sensitive field help and procedural information to assist your team in completing program tasks
- **Answer Panel**- As you begin entering your case details, Tyler Search presents results in the panel that matches your question. Answers provided are the most relevant to your question, regardless of the source of the information.
- **MyView**- MyView is a screen capture tool to give Support more information to assist clients with a case. The recording is linked to the case and visible in the Online Support Incidents portal.
- **Online Support Portal**- log or manage incidents and attach documentation and screenshots
- **GoToAssist & Bomgar**- remote assistance from Support used to connect to your desktop
- **Phone**- Tyler provides a dedicated 800 number that places no limits on who from your team may contact Support, or the number of calls placed
- **State User Groups** – forums organized by Tyler staff and attended by existing clients to get the latest information on Tyler products
- **Annual Conference** – Tyler Connect features online courses taught by Tyler subject matter experts hosted in a different city each year

5.11.1 Focused by Application

Regardless of how your team contact us, we are here to help. Tyler Technical Support is divided into application specific teams to enable product specialization and provide timely resolution of support incidents. This application specific approach allows our Technical Support Representatives to focus on a small group of applications offering a high level of product expertise to our clients. Customer support's goal is to return all requests for Support within one business hour.

SUPPORT TEAM	STANDARD DAYS	STANDARD HOURS
Munis Financials	Monday – Friday	8:00 AM – 9:00 PM EST
Munis Payroll/HR	Monday – Friday	8:00 AM – 9:00 PM EST
Federal and State Reporting	Monday – Friday	8:00 AM – 6:00 PM EST
Munis Other Revenue & Collections	Monday – Friday	8:00 AM – 6:00 PM EST
Munis Tax Billing & Collections	Monday – Friday	8:00 AM – 6:00 PM EST
Munis Utility Billing & Collections	Monday – Friday	8:00 AM – 8:00 PM EST
Tyler Forms, Content Manager & Reporting Services	Monday – Friday	8:00 AM – 9:00 PM EST
Tyler Systems Management*	Monday – Friday	8:00 AM – 9:00 PM EST
Tyler Systems Management SaaS**	Monday – Friday	8:00 AM – 6:00 PM EST
Support resources are available 8:00 AM – 5:00 PM across four standard time zones (EST, CST, MST, and PST) and staffing is consistent to support the volume of cases throughout the business day.		

*Tyler Systems Management is available one Saturday per month for upgrades.

**on call service after hours

5.11.2 Incident Tracking

Tyler records all your contacts and incidents in a customer relationship management system. This system tracks the history of each incident, including the contact, time, priority level, case description,

correspondence, attached files, support recommendations, your feedback, and the resolution. The priority is assigned to each case as it is logged based upon the initial information provided and can be modified.

PRIORITY	DESCRIPTION	RESOLUTION
CRITICAL	Issue is severe and requires immediate resolution. A critical issue is one where there is a complete work stoppage, or the loss of multiple essential system functions for all users.	1 day or less
HIGH	A high priority issue is one where there is a repeated, consistent failure of essential functionality affecting more than one user, or the loss or corruption of data. Your system is operational, but an essential piece of functionality is not working.	10 days or less
MEDIUM	Issue is non-severe.	30 days or less
NON-CRITICAL	Issue is a lower priority and you will work with Support as time permits.	60 days or less

5.11.3 Software Updates & Maintenance

Tyler has proven history of providing upgrades and enhancement releases on a continual basis, which are available to all clients. Our evergreen philosophy ensures that those upgrades and enhancements are provided at no cost to those current with their annual software maintenance contract. Enhancement releases take place every year and are scheduled with the client to provide the best possible timeframe for both the client and Tyler. Upgrades, however, occur periodically and are initiated by the client at any time via the Internet through a process called Live Update, making the process as convenient as possible for our clients. Patches and fixes are provided to the client through Live Update as well.

Our evergreen development philosophy has been a strong differentiator that separates us from our competitors and provides a significant cost savings to our family of clients. Through evergreen, our clients receive the latest technology developments, releases and updates without paying additional license fees – for the life of their Tyler product. While this has provided our clients with a return on investment that is unrivaled in our industry, the frequency and complexity of software releases can sometimes create a consumption gap for our clients.



The gap exists when new features are released and, over time, users don't learn and apply these features to their work environments. EverGuide® is a Tyler-wide continuous improvement initiative to address the

consumption gap. With EverGuide, our goal is to help our clients continue to grow and evolve their use of the functionality and enhancements of their Tyler product over time. Through our EverGuide initiative, we will:

- Help clients better leverage product enhancements
- Provide a workflow “maturity model” for clients to follow
- Offer strategic planning services and training resources
- Offer a client executive program to help clients build and implement a continuous improvement plan
- Provide domain expertise, with defined integration points and common support methodology

Section 6 Schedule

Schedule: The timeframe for the scope should be included with a calendar showing the projected timeframe for completion of phases.

6.1 Project Planning

Project Planning is an important piece of any implementation. Tyler takes a custom approach to every project we lead. The project schedule is developed collaboratively with both project teams to meet your needs, while keeping in mind Tyler’s guidelines for implementation. Periodic project meetings will be scheduled where changes in scope, project length, or cost will be reviewed.

Tyler is open to discussing the project schedule in more detail and working out a mutually agreed upon plan that considers all project risks, requests, and resource constraints.

Tyler recommends a phased implementation approach, staggering start, and live dates for each phase of the project. Live dates will be targets but should not place unnecessary constraints on the project. The following schedule takes into consideration the Town’s goals and Tyler’s recommended approach, and assumes the product will be used as is, without additional go-live customizations.

6.1.1 Proposed Project Phases

Proprietary and Confidential – Subject to Restrictions on Disclosure

Phase	Module	Duration in Months	Project Plan in Months											
				1	2	3	4	5	6	7	8	9	10	11
1	EnerGov	12	★											

Section 7 Fee

Fee: Vendor should propose a Not-to-Exceed Fee. The fee should be broken down by phases, tasks, or deliverables. Recurring annual maintenance costs should also be provided.

7.1 Tyler Investment Summary

Please reference the following pages.



Quoted By: Christina Young
Date: 5/27/2021
Quote Expiration: 8/24/2021
Quote Name: Town of Palm Beach-ERP-EnerGov
Quote Number: 2021-123921-2
Quote Description: EnerGov - Full Suite

Sales Quotation For

Town of Palm Beach
360 S County Rd
Palm Beach, FL 33480-6735
Phone +1 (561) 838-5444

SaaS

Description	# Years	Annual Fee	Impl. Hours	One Time Fees		
				Impl. Cost	Data Conversion	

Additional:

EnerGov Advanced Automation Bundle	3.0	\$5,030.00	16	\$2,960.00		\$0.00
EnerGov Business Management Suite (20) - Software	3.0	\$15,120.00	0	\$0.00		\$0.00
EnerGov Citizen Self Service - Business Management - Software	3.0	\$4,032.00	0	\$0.00		\$0.00
EnerGov Citizen Self Service - Community Development - Software	3.0	\$4,032.00	0	\$0.00		\$0.00
EnerGov Community Development Suite (22) - Software	3.0	\$16,632.00	0	\$0.00		\$0.00
EnerGov Content Management API - Software	3.0	\$1,360.00	0	\$0.00		\$0.00
EnerGov Core Foundation Bundle - Software	3.0	\$1,134.00	0	\$0.00		\$0.00
EnerGov e-Reviews - Software	3.0	\$5,292.00	0	\$0.00		\$0.00
EnerGov iG Workforce Apps (8)	3.0	\$2,016.00	0	\$0.00		\$0.00
EnerGov Report Toolkit - Software	3.0	\$1,260.00	0	\$0.00		\$0.00
Tyler GIS (42)	3.0	\$5,292.00	0	\$0.00		\$0.00
EnerGov IVR - Software	3.0	\$9,000.00	0	\$0.00		\$0.00
TOTAL:		\$70,200.00	16	\$2,960.00		\$0.00

Tyler Software and Related Services

Description	License	Impl. Hours	Impl. Cost	Data Conversion	Module Total	Year One Maintenance
-------------	---------	-------------	------------	-----------------	--------------	----------------------

Tyler Software and Related Services

Description	License	Impl. Hours	Impl. Cost	Data Conversion	Module Total	Year One Maintenance
Additional:						
EnerGov Business Management Suite (23)	\$48,300.00	228	\$42,180.00	\$9,400.00	\$99,880.00	\$0.00
EnerGov Citizen Self Service - Business Management	\$11,200.00	24	\$4,440.00	\$0.00	\$15,640.00	\$0.00
EnerGov Citizen Self Service - Community Development	\$11,200.00	24	\$4,440.00	\$0.00	\$15,640.00	\$0.00
EnerGov Community Development Suite (27)	\$56,700.00	440	\$81,400.00	\$16,450.00	\$154,550.00	\$0.00
EnerGov Content Management API	\$3,780.00	64	\$11,840.00	\$0.00	\$15,620.00	\$0.00
EnerGov Core Foundation Bundle	\$3,150.00	16	\$2,960.00	\$0.00	\$6,110.00	\$0.00
EnerGov e-Reviews	\$14,700.00	80	\$14,800.00	\$0.00	\$29,500.00	\$0.00
EnerGov iG Workforce Apps (8)	\$5,600.00	16	\$2,960.00	\$0.00	\$8,560.00	\$0.00
EnerGov IVR	\$25,000.00	24	\$4,440.00	\$0.00	\$29,440.00	\$0.00
EnerGov Report Toolkit	\$3,500.00	0	\$0.00	\$0.00	\$3,500.00	\$0.00
Tyler GIS (50)	\$17,500.00	8	\$1,480.00	\$0.00	\$18,980.00	\$0.00
Sub-Total:	\$200,630.00		\$170,940.00	\$25,850.00	\$397,420.00	\$0.00
Less Discount:	<u>\$126,600.00</u>		<u>\$0.00</u>	<u>\$12,925.00</u>	<u>\$139,525.00</u>	<u>\$0.00</u>
TOTAL:	\$74,030.00	924	\$170,940.00	\$12,925.00	\$257,895.00	\$0.00

Other Services

Description	Quantity	Unit Price	Unit Discount	Extended Price
EnerGov Business Management Forms Library (6 Forms)	1	\$5,100.00	\$5,100.00	\$0.00
EnerGov Community Development Forms Library (5 Forms)	1	\$5,100.00	\$5,100.00	\$0.00
EnerGov Phase NTE Provision	1	\$41,500.00	\$0.00	\$41,500.00
Project Management	116	\$185.00	\$0.00	\$21,460.00
Sub-Total:				\$73,160.00
Less Discount:				<u>\$10,200.00</u>
TOTAL:				\$62,960.00

Summary

	One Time Fees	Recurring Fees
Total Tyler Software	\$74,030.00	\$0.00
Total SaaS	\$0.00	\$70,200.00
Total Tyler Services	\$249,785.00	\$0.00

Summary		One Time Fees	Recurring Fees
Total 3rd Party Hardware, Software and Services		\$0.00	\$0.00
Summary Total		\$323,815.00	\$70,200.00
Contract Total		\$534,415.00	

Detailed Breakdown of Conversions (included in Contract Total)

Description	Unit Price	Unit Discount	Extended Price
EnerGov Business Management - Conversion	\$9,400.00	\$4,700.00	\$4,700.00
EnerGov Community Development - Conversion	\$16,450.00	\$8,225.00	\$8,225.00
TOTAL:			\$12,925.00

Optional Saas

Description	# Years	Annual Fee	One Time Fees		
			Impl. Hours	Impl. Cost	Data Conversion

Additional:

EnerGov Advanced Automation Bundle	3.0	\$17,030.00	16	\$2,960.00	\$0.00
EnerGov Decision Engine	3.0	\$8,700.00	8	\$1,480.00	\$0.00
TOTAL:		\$25,730.00	24	\$4,440.00	\$0.00

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held for six (6) months from the Quote date or the Effective Date of the contract, whichever is later.

Customer Approval: _____ Date: _____

Print Name: _____ P.O. #: _____

All primary values quoted in US Dollars

Tyler Discount Detail

Description	License	License Discount	License Net	Maintenance Basis	Year One Maint Discount	Year One Maint Net
-------------	---------	------------------	-------------	-------------------	-------------------------	--------------------

Additional:

EnerGov Business Management Suite (23)	\$48,300.00	\$48,300.00	\$0.00	\$0.00	\$0.00	\$0.00
EnerGov Citizen Self Service - Business Management	\$11,200.00	\$0.00	\$11,200.00	\$0.00	\$0.00	\$0.00
EnerGov Citizen Self Service - Community Development	\$11,200.00	\$0.00	\$11,200.00	\$0.00	\$0.00	\$0.00
EnerGov Community Development Suite (27)	\$56,700.00	\$56,700.00	\$0.00	\$0.00	\$0.00	\$0.00
EnerGov Content Management API	\$3,780.00	\$0.00	\$3,780.00	\$0.00	\$0.00	\$0.00
EnerGov Core Foundation Bundle	\$3,150.00	\$0.00	\$3,150.00	\$0.00	\$0.00	\$0.00
EnerGov e-Reviews	\$14,700.00	\$0.00	\$14,700.00	\$0.00	\$0.00	\$0.00
EnerGov iG Workforce Apps (8)	\$5,600.00	\$0.00	\$5,600.00	\$0.00	\$0.00	\$0.00
EnerGov IVR	\$25,000.00	\$21,600.00	\$3,400.00	\$0.00	\$0.00	\$0.00
EnerGov Report Toolkit	\$3,500.00	\$0.00	\$3,500.00	\$0.00	\$0.00	\$0.00

Tyler Discount Detail

Description	License	License Discount	License Net	Maintenance Basis	Year One Maint Discount	Year One Maint Net
Tyler GIS (50)	\$17,500.00	\$0.00	\$17,500.00	\$0.00	\$0.00	\$0.00
TOTAL:	\$200,630.00	\$126,600.00	\$74,030.00	\$0.00	\$0.00	\$0.00

Comments

Conversion prices are based on a single occurrence of the database. If additional databases need to be converted, these will need to be quoted.

Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the size and scope of your project. The actual amount of services depends on such factors as your level of involvement in the project and the speed of knowledge transfer.

Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting.

Installations are completed remotely, but can be done onsite upon request at an additional cost.

In the event Client cancels services less than two (2) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf, and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

Implementation hours are scheduled and delivered in four (4) or eight (8) hour increments.

Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.

Tyler's pricing is based on the scope of proposed products and services being obtained from Tyler. Should portions of the scope of products or services be removed by the Client, Tyler reserves the right to adjust prices for the remaining scope accordingly.

Project Management includes project planning, kickoff meeting, status calls, task monitoring, verification and transition to support. The Munis SaaS fees are based on 50 concurrent users. Should the number of concurrent users be exceeded, Tyler reserves the right to re-negotiate the SaaS fees based upon any resulting changes in the pricing categories.

EnerGov e-Reviews requires Bluebeam Studio Prime, at an estimated yearly subscription cost of \$3,000/100 users. Further pricing detail is available by contacting Bluebeam at <https://www.bluebeam.com/solutions/studio-prime>

Business Management Forms Library Includes: 1 Licensing - Business License, 1 Licensing - Business License Renewal, 1 Licensing - Business License Delinquent, 1 Licensing - Profession License, 1 Licensing - Profession License Renewal, 1 Licensing --Profession License Delinquent. Community Development Forms Library Includes: 1 Permits - Building, 1 Permits - Trade, 1 Planning - Certificate, 1 Permits - Occupancy/Completion, 1 Code - Violation Notice.

Development modifications, interfaces and services, where applicable, shall be invoiced to the client in the following manner: 50% of total upon authorized signature to proceed on program specifications and the remaining 50% of total upon delivery of modifications, interface and services.

EnerGov Business Management: Tyler leads and owns the "Assess and Define" and "Configuration" of 3 unique business transactions, 3 template business transactions, 2 georules and 2 automation events. Configuration elements beyond this will be owned by the client.

EnerGov Community Development: Tyler leads and owns the "Assess and Define" and "Configuration" of 8 unique business transactions, 8 template business transactions, 4 georules and 4 automation events. Configuration elements beyond this will be owned by the client.

Section 8 References

Professional references (five minimum) of recent work, including name, affiliation, address, phone number, and email.

Please see References provided on the template provided.

Section 9 Terms and Conditions

9.1 Sample Contract

Please reference the following pages.



LICENSE AND SERVICES AGREEMENT¹

This License and Services Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client selected Tyler to license the software products and perform the services set forth in the Investment Summary and Tyler desires to perform such actions under the terms of this Agreement;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

SECTION A – DEFINITIONS

- **“Agreement”** means this License and Services Agreement.
- **“Business Travel Policy”** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **“Client”** means [INSERT CLIENT NAME].
- **“Defect”** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **“Developer”** means a third party who owns the intellectual property rights to Third Party Software.
- **“Documentation”** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **“Effective Date”** means the date by which both your and our authorized representatives have signed the Agreement.
- **“Force Majeure”** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **“Investment Summary”** means the agreed upon cost proposal for the software, products, and services attached as Exhibit A.
- **“Invoicing and Payment Policy”** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **“Maintenance and Support Agreement”** means the terms and conditions governing the provision of maintenance and support services to all of our customers. A copy of our current Maintenance and Support Agreement is attached as Exhibit C.
- **“Statement of Work”** means the industry standard implementation plan describing how our

¹ HIGHLIGHTED PROVISIONS INDICATE PROVISIONS THAT MAY OR MAY NOT APPLY TO THE PARTICULAR CLIENT/CONTRACT. DURING CONTRACT NEGOTIATIONS, THOSE PROVISIONS WILL BE ADJUSTED AS NECESSARY.

professional services will be provided to implement the Tyler Software, and outlining your and our roles and responsibilities in connection with that implementation. The Statement of Work is attached as Exhibit E.

- **“Support Call Process”** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.
- **“Third Party Hardware”** means the third party hardware, if any, identified in the Investment Summary.
- **“Third Party Products”** means the Third Party Software and Third Party Hardware.
- **“Third Party Services”** means the third party services, if any, identified in the Investment Summary.
- **“Third Party Software”** means the third party software, if any, identified in the Investment Summary.
- **“Third Party Terms”** means, if any, the end user license agreement(s) or similar terms for the Third Party Software, as applicable and attached as Exhibit D.
- **“Tyler”** means Tyler Technologies, Inc., a Delaware corporation.
- **“Tyler Software”** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **“we”, “us”, “our”** and similar terms mean Tyler.
- **“you”** and similar terms mean Client.

SECTION B – SOFTWARE LICENSE

1. License Grant and Restrictions.

1.1 We grant to you a license to use the Tyler Software for your internal business purposes only, in the scope of the internal business purposes disclosed to us as of the Effective Date. With respect to the “Energov” labeled modules, such use shall be limited to the number of Defined Named Users, as defined herein. You may make copies of the Tyler Software for backup and testing purposes, so long as such copies are not used in production and the testing is for internal use only. Your rights to use the Tyler Software are perpetual but may be revoked if you do not comply with the terms of this Agreement. To the extent Client purchases MyGovPay/Virtual Pay, additional terms and conditions related to those applications are set forth in Exhibit D, Schedule ____

1.2 Without limiting the terms of Section 1.1, you understand and agree that the Postal Xpress, Transparency Portal and Tyler Notify modules set forth in the Investment Summary are licensed to you on a subscription basis. If you do not pay the required annual fee in accordance with the Invoicing and Payment Policy, your license to use the associated module will be suspended unless and until payment in full has been made.

1.3 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.

1.4 You may not: (a) transfer or assign the Tyler Software to a third party; (b) reverse engineer, decompile, or disassemble the Tyler Software; (c) rent, lease, lend, or provide commercial

hosting services with the Tyler Software; or (d) publish or otherwise disclose the Tyler Software or Documentation to third parties.

- 1.5 The license terms in this Agreement apply to updates and enhancements we may provide to you or make available to you through your Maintenance and Support Agreement.
 - 1.6 The right to transfer the Tyler Software to a replacement hardware system is included in your license. You will give us advance written notice of any such transfer and will pay us for any required or requested technical assistance from us associated with such transfer.
 - 1.7 Where applicable with respect to our applications that take or process card payment data, we are responsible for the security of cardholder data that we possess, including functions relating to storing, processing, and transmitting of the cardholder data and affirm that, as of the Effective Date, we comply with applicable requirements to be considered PCI DSS compliant and have performed the necessary steps to validate compliance with the PCI DSS. We agree to supply the current status of our PCI DSS compliance program in the form of an official Attestation of Compliance, which can be found at <https://www.tylertech.com/about-us/compliance>, and in the event of any change in our status, will comply with applicable notice requirements.
 - 1.8 We reserve all rights not expressly granted to you in this Agreement. The Tyler Software and Documentation are protected by copyright and other intellectual property laws and treaties. We own the title, copyright, and other intellectual property rights in the Tyler Software and the Documentation. **The Tyler Software is licensed, not sold.**
2. License Fees. You agree to pay us the license fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
 3. Escrow. We maintain an escrow agreement with a third party under which we place the source code for each major release of the Tyler Software. You may be added as a beneficiary to the escrow agreement by completing a standard beneficiary enrollment form and paying the applicable annual beneficiary fee. You will be responsible for maintaining your ongoing status as a beneficiary, including payment of the then-current annual beneficiary fees. Release of source code for the Tyler Software is strictly governed by the terms of the escrow agreement.
 4. Limited Warranty. We warrant that the Tyler Software will be without Defect(s) as long as you have a Maintenance and Support Agreement in effect. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect as set forth in the Maintenance and Support Agreement.

SECTION C – PROFESSIONAL SERVICES

1. Services. We will provide you the various implementation-related services itemized in the Investment Summary and described in the Statement of Work/our industry standard implementation plan. We will finalize that documentation with you upon execution of this Agreement.
2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set

forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. You acknowledge that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours.

3. Additional Services. The Investment Summary contains, **and the Statement of Work describes**, the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.
4. Cancellation. We make all reasonable efforts to schedule our personnel for travel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.
5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.
6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us. You further agree to provide a reasonably suitable environment, location, and space for the installation of the Tyler Software and any Third Party Products, including, without limitation, sufficient electrical circuits, cables, and other reasonably necessary items required for the installation and operation of the Tyler Software and any Third Party Products.
7. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).
8. Background Checks. For at least the past twelve (12) years, all of our employees have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies.

SECTION D – MAINTENANCE AND SUPPORT

This Agreement includes the period of free maintenance and support services identified in the Invoicing and Payment Policy. If you have purchased ongoing maintenance and support services, and continue to make timely payments for them according to our Invoicing and Payment Policy, we will provide you with maintenance and support services for the Tyler Software under the terms of our standard Maintenance and Support Agreement.

If you have opted not to purchase ongoing maintenance and support services for the Tyler Software, the Maintenance and Support Agreement does not apply to you. Instead, you will only receive ongoing maintenance and support on the Tyler Software on a time and materials basis. In addition, you will:

- (i) receive the lowest priority under our Support Call Process;
- (ii) be required to purchase new releases of the Tyler Software, including fixes, enhancements and patches;
- (iii) be charged our then-current rates for support services, or such other rates that we may consider necessary to account for your lack of ongoing training on the Tyler Software;
- (iv) be charged for a minimum of two (2) hours of support services for every support call; and
- (v) not be granted access to the support website for the Tyler Software or the Tyler Community Forum.

SECTION E – THIRD PARTY PRODUCTS

To the extent there are any Third Party Products set forth in the Investment Summary, the following terms and conditions will apply:

1. Third Party Hardware. We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
2. Third Party Software. Upon payment in full of the Third Party Software license fees, you will receive a non-transferable license to use the Third Party Software and related documentation for your internal business purposes only. Your license rights to the Third Party Software will be governed by the Third Party Terms.
 - 2.1 We will install onsite the Third Party Software. The installation cost is included in the installation fee in the Investment Summary.
 - 2.2 If the Developer charges a fee for future updates, releases, or other enhancements to the Third Party Software, you will be required to pay such additional future fee.
 - 2.3 The right to transfer the Third Party Software to a replacement hardware system is governed by the Developer. You will give us advance written notice of any such transfer and will pay us for any required or requested technical assistance from us associated with such transfer.
3. Third Party Products Warranties.

- 3.1 We are authorized by each Developer to grant or transfer the licenses to the Third Party Software.
- 3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.
- 3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.
4. Third Party Services. If you have purchased Third Party Services, those services will be provided independent of Tyler by such third-party at the rates set forth in the Investment Summary and in accordance with our Invoicing and Payment Policy.
5. Maintenance. If you have a Maintenance and Support Agreement in effect, you may report defects and other issues related to the Third Party Software directly to us, and we will (a) directly address the defect or issue, to the extent it relates to our interface with the Third Party Software; and/or (b) facilitate resolution with the Developer, unless that Developer requires that you have a separate, direct maintenance agreement in effect with that Developer. In all events, if you do not have a Maintenance and Support Agreement in effect with us, you will be responsible for resolving defects and other issues related to the Third Party Software directly with the Developer.

SECTION F – INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you for all fees set forth in the Investment Summary per our Invoicing and Payment Policy, subject to Section F(2).
2. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

SECTION G – TERMINATION

1. Termination. This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of

termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section F(2).

- 1.1 For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section I(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section I(3).
- 1.2 Force Majeure. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of this Agreement for a period of forty-five (45) days or more.
- 1.3 Lack of Appropriations. If you should not appropriate or otherwise receive funds sufficient to purchase, lease, operate, or maintain the software or services set forth in this Agreement, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid license and other fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.

SECTION H – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.

- 1.1 We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
- 1.2 Our obligations under this Section H(1) will not apply to the extent the claim or adverse final judgment is based on your: (a) use of a previous version of the Tyler Software and the claim would have been avoided had you installed and used the current version of the Tyler Software, and we provided notice of that requirement to you; (b) combining the Tyler Software with any product or device not provided, contemplated, or approved by us; (c) altering or modifying the Tyler Software, including any modification by third parties at your direction or otherwise permitted by you; (d) use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties; or (e) willful infringement, including use of the Tyler Software after we notify you to discontinue use due to such a claim.
- 1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.
- 1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the

right to continue its use; (b) modify it to make it non-infringing; (c) replace it with a functional equivalent; or (d) terminate your license and refund the license fees paid for the infringing Tyler Software, as depreciated on a straight-line basis measured over seven (7) years from the Effective Date. We will pursue those options in the order listed herein. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. General Indemnification.

2.1 We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of PCI DSS requirements or a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

2.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for personal injury or property damage to the extent caused by your negligence or willful misconduct; or (b) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.

3. **DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

4. **LIMITATION OF LIABILITY. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) PRIOR TO FORMAL TRANSITION TO MAINTENANCE AND SUPPORT, THE TOTAL ONE-TIME FEES SET FORTH IN THE INVESTMENT SUMMARY; OR (B) AFTER FORMAL TRANSITION TO MAINTENANCE AND SUPPORT, THE THEN-CURRENT ANNUAL MAINTENANCE AND SUPPORT FEE. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS H(1) AND H(2).**

5. **EXCLUSION OF CERTAIN DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR**

CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6. Insurance. During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least \$1,000,000; (b) Automobile Liability of at least \$1,000,000; (c) Professional Liability of at least \$1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least \$5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

SECTION I – GENERAL TERMS AND CONDITIONS

1. Additional Products and Services. You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date, and thereafter at our then-current list price, by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.
2. Optional Items. Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.
3. Dispute Resolution. You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.
4. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.
5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of

employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.

6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.
7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.
8. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.
9. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.
10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.
11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.
12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.
13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.
14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.

15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.
16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.
17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:
- (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
 - (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
 - (c) a party receives from a third party who has a right to disclose it to the receiving party; or
 - (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.
18. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.
19. Governing Law. This Agreement will be governed by and construed in accordance with the laws of your state of domicile, without regard to its rules on conflicts of law.
20. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature.

Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.

21. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.

22. Performance Bond. Tyler will secure a performance bond ("Bond") agreeable to both parties within ten (10) business days after execution of this Agreement in the face amount of \$[X]. The cost of the Bond, equal to \$[Y], is based on the total contract dollar amount of this Agreement for an initial term of twenty-four (24) months and is payable in accordance with the terms set forth in Exhibit B. Client acknowledges and agrees that it will be responsible for any increase in Bond premiums during the first two years of the Agreement caused by Client's election to increase the Agreement and Bond dollar amount. In the event that implementation activities are not complete after the expiration of the initial twenty-four (24) month term, Client may elect to renew or extend the term of the performance bond, and Client shall be solely responsible for providing us with notice and for any additional bond premiums. All bond renewals shall be subject to underwriting or surety approval.

23. Contract Documents. This Agreement includes the following exhibits:

Exhibit A	Investment Summary
Exhibit B	Invoicing and Payment Policy
	Schedule 1: Business Travel Policy
Exhibit C	Maintenance and Support Agreement
	Schedule 1: Support Call Process
Exhibit D	Third Party Terms
Exhibit E	Statement of Work

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.

[INSERT CLIENT NAME]

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Address for Notices:

Tyler Technologies, Inc.
One Tyler Drive
Yarmouth, ME 04096

Address for Notices:

[INSERT CLIENT NAME]
[INSERT CLIENT ADDRESS]
[INSERT CLIENT ADDRESS]

Attention: Chief Legal Officer

Attention: _____



Exhibit A

Investment Summary

The following Investment Summary details the software, products, and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Tyler sales quotation to be inserted prior to Agreement execution.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK



Exhibit B

Invoicing and Payment Policy

We will provide you with the software and services set forth in the Investment Summary. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Invoicing: We will invoice you for the applicable license and services fees in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. Tyler Software.

1.1 *License Fees:* License fees are invoiced as follows: (a) 25% on the Effective Date; (b) 60% on the date when we make the applicable Tyler Software available to you for downloading (the "Available Download Date"); and (c) 15% on the earlier of use of the Tyler Software in live production or 180 days after the Available Download Date.

1.2 *Maintenance and Support Fees:* Year 1 maintenance and support fees are waived through the earlier of (a) availability of the Tyler Software for use in a live production environment; or (b) one (1) year from the Effective Date. Year 2 maintenance and support fees, at our then-current rates, are payable on that earlier-of date, and subsequent maintenance and support fees are invoiced annually in advance of each anniversary thereof. Your fees for each subsequent year will be set at our then-current rates.

1.3 *Subscription Fees:* Your initial subscription fees for Postal Xpress, Tyler Transparency and Tyler Notify are invoiced when we make the product available to you. Subsequent subscription fees are due annually in advance on the anniversary of that date at our then-current rates.

2. Professional Services.

2.1 *Implementation and Other Professional Services (including training):* Implementation and other professional services (including training) are billed and invoiced as delivered, at the rates set forth in the Investment Summary.

2.2 *Consulting Services:* If you have purchased any Business Process Consulting services, if they have been quoted as fixed-fee services, they will be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module. If you have purchased any Business Process Consulting services and they are quoted as an estimate, then we will bill you the actual services delivered on a time and materials basis.

2.3 *Conversions:* Fixed-fee conversions are invoiced 50% upon initial delivery of the converted

data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, we will bill you the actual services delivered on a time and materials basis.

2.4 *Requested Modifications to the Tyler Software:* Requested modifications to the Tyler Software are invoiced 50% upon delivery of specifications and 50% upon delivery of the applicable modification. You must report any failure of the modification to conform to the specifications within thirty (30) days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 30-day window has passed. You may still report Defects to us as set forth in the Maintenance and Support Agreement.

2.5 *Other Fixed Price Services:* Except as otherwise provided, other fixed price services are invoiced as delivered, at the rates set forth in the Investment Summary. For the avoidance of doubt, where "Project Planning Services" are provided, payment will be due upon delivery of the Implementation Planning document.

Dedicated Project Management services, if any, will be billed monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.

Change Management Services: If you have purchased any change management services, those services will be invoiced in the following amounts and upon the following milestones:

Acceptance of Change Management Discovery Analysis	15%
Delivery of Change Management Plan and Strategy Presentation	10%
Acceptance of Executive Playbook	15%
Acceptance of Resistance Management Plan	15%
Acceptance of Procedural Change Communications Plan	10%
Change Management Coach Training	20%
Change Management After-Action Review	15%

3. Other Services and Fees. [Include as applicable]

3.1 *Systems Management:* Systems Management Services are invoiced on the Available Download Date and are provided in accordance with the Agreement for Tyler Systems Management attached to this Agreement as Exhibit _____. Systems Management Services will renew automatically for additional one (1) year terms at our then-current Systems Management Services fee, unless terminated in writing by either party at least thirty (30) days prior to the end of the then-current term.

3.2 *Disaster Recovery Services:* Disaster Recovery Services are invoiced annually in advance upon our receipt of your data. Disaster Recovery services will be provided in accordance with the terms of our then-current Disaster Recovery Agreement and will renew automatically for additional one (1) year terms at our then-current Disaster Recovery fee, unless terminated in writing by either party at least thirty (30) days prior to the end of the then-current term. Our current Disaster Recovery Agreement is attached to this Agreement as Exhibit _____.

- 3.3 *Payroll Tax Table Update Fee*: The first year Payroll Tax Table Update Fee for the one-year period commencing on the Available Download Date is waived. Subsequent annual Payroll Tax Table Update fees will be due on the anniversary of the Available Download Date. Annual Payroll Tax Table Update services will renew automatically for additional one-year terms at our then-current Annual Payroll Tax Table Update service fee, unless terminated in writing by either party at least thirty (30) days prior to the end of the then-current term.
- 3.4 *Performance Bond*: We will invoice you the fees for the performance bond, set forth in the Investment Summary, within ten (10) days of the Effective Date.
- 3.5 *Brazos Hosting Fees*: Hosting fees for the Brazos software are invoiced annually in advance, beginning on the Effective Date. Year 1 fees are at the rates set forth in the Investment Summary. Subsequent annual fees will be at our then-current rates.
- 3.6 *Annual Fees*: Annual fees for the Tyler Incode applications set forth in the Investment Summary are invoiced on the Effective Date. Subsequent fees are due annually in advance of each anniversary thereof at our then-current rates.

4. Third Party Products.

- 4.1 *Third Party Software License Fees*: License fees for Third Party Software, if any, are invoiced when we make it available to you for downloading.
- 4.2 *Third Party Software Maintenance*: The first year maintenance fees for the Third Party Software, if any, is invoiced when we make that Third Party Software available to you for downloading.
- 4.3 *Third Party Hardware*: Third Party Hardware costs, if any, are invoiced upon delivery.
- 4.4 *Third Party Services*: Fees for Third Party Services, if any, are invoiced as delivered, along with applicable expenses, at the rates set forth in the Investment Summary.
- 4.5 *Tyler Notify Minutes and Messages*: Tyler Notify Minutes and Messages are invoiced when we make Tyler Notify available to you. Subsequent fees for minutes and messages, at our then-current rates, will be due when you request additional minutes and messages and they are made available to you.

- 5. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses for Tyler delivered services will be billed as incurred and only in accordance with our then-current Business Travel Policy, plus a 10% travel agency processing fee. Our current Business Travel Policy is attached to this Exhibit B at Schedule 1. Copies of receipts will be provided upon request; we reserve the right to charge you an administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.

Payment. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is available by contacting AR@tylertech.com.



Exhibit B
Schedule 1
Business Travel Policy

1. Air Travel

A. Reservations & Tickets

The Travel Management Company (TMC) used by Tyler will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within \$100 (each way) of the lowest logical fare. If a net savings of \$200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven (7) day advance booking requirement is mandatory. When booking less than seven (7) days in advance, management approval will be required.

Except in the case of international travel where a segment of continuous air travel is six (6) or more consecutive hours in length, only economy or coach class seating is reimbursable. Employees shall not be reimbursed for "Basic Economy Fares" because these fares are non-refundable and have many restrictions that outweigh the cost-savings.

B. Baggage Fees

Reimbursement of personal baggage charges are based on trip duration as follows:

- Up to five (5) days = one (1) checked bag
- Six (6) or more days = two (2) checked bags

Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

A. Private Automobile

Mileage Allowance – Business use of an employee's private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a "mid-size" or "intermediate" car. "Full" size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; except for employees traveling to Alaska and internationally (excluding Canada), additional insurance on the rental agreement should be declined.

C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

3. Lodging

Tyler's TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

"No shows" or cancellation fees are not reimbursable if the employee does not comply with the hotel's cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

Employees are not authorized to reserve non-traditional short-term lodging, such as Airbnb, VRBO, and HomeAway. Employees who elect to make such reservations shall not be reimbursed.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status within the continental U.S. are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at www.gsa.gov/perdiem.

Per diem for Alaska, Hawaii, U.S. protectorates and international destinations are provided separately by the Department of State and will be determined as required.

A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

Departure Day

Depart before 12:00 noon	Lunch and dinner
Depart after 12:00 noon	Dinner

Return Day

Return before 12:00 noon	Breakfast
Return between 12:00 noon & 7:00 p.m.	Breakfast and lunch
Return after 7:00 p.m.*	Breakfast, lunch and dinner

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

Breakfast	15%
Lunch	25%
Dinner	60%

B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.*

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

5. Internet Access – Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to \$10.00 per day. Charges for internet access at airports are not reimbursable.

6. International Travel

All international flights with the exception of flights between the U.S. and Canada should be reserved through TMC using the "lowest practical coach fare" with the exception of flights that are six (6) or more consecutive hours in length. In such event, the next available seating class above coach shall be reimbursed.

When required to travel internationally for business, employees shall be reimbursed for photo fees, application fees, and execution fees when obtaining a new passport book, but fees related to passport renewals are not reimbursable. Visa application and legal fees, entry taxes and departure taxes are reimbursable.

The cost of vaccinations that are either required for travel to specific countries or suggested by the U.S. Department of Health & Human Services for travel to specific countries, is reimbursable.

Section 4, Meals & Incidental Expenses, and Section 2.b., Rental Car, shall apply to this section.



Exhibit C

Maintenance and Support Agreement

We will provide you with the following maintenance and support services for the Tyler Software. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

1. Term. We provide maintenance and support services on an annual basis. The initial term commences on the Effective Date, and remains in effect for one (1) year. The term will renew automatically for additional one (1) year terms unless terminated in writing by either party at least thirty (30) days prior to the end of the then-current term. We will adjust the term to match your first use of the Tyler Software in live production if that event precedes the one (1) year anniversary of the Effective Date.
2. Maintenance and Support Fees. Your year 1 maintenance and support fees for the Tyler Software are listed in the Investment Summary, and your payment obligations are set forth in the Invoicing and Payment Policy. We reserve the right to suspend maintenance and support services if you fail to pay undisputed maintenance and support fees within thirty (30) days of our written notice. We will reinstate maintenance and support services only if you pay all past due maintenance and support fees, including all fees for the periods during which services were suspended.
3. Maintenance and Support Services. As long as you are not using the Help Desk as a substitute for our training services on the Tyler Software, and you timely pay your maintenance and support fees, we will, consistent with our then-current Support Call Process:
 - 3.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (subject to any applicable release life cycle policy); provided, however, that if you modify the Tyler Software without our consent, our obligation to provide maintenance and support services on and warrant the Tyler Software will be void;
 - 3.2 provide support during our established support hours;
 - 3.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;
 - 3.4 provide you with a copy of all releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and
 - 3.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with any applicable release life cycle policy.

4. Client Responsibilities. We will use all reasonable efforts to perform any maintenance and support services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain a VPN for backup connectivity purposes.
5. Hardware and Other Systems. If you are a self-hosted customer and, in the process of diagnosing a software support issue, it is discovered that one of your peripheral systems or other software is the cause of the issue, we will notify you so that you may contact the support agency for that peripheral system. We cannot support or maintain Third Party Products except as expressly set forth in the Agreement.

In order for us to provide the highest level of software support, you bear the following responsibility related to hardware and software:

- (a) All infrastructure executing Tyler Software shall be managed by you;
 - (b) You will maintain support contracts for all non-Tyler software associated with Tyler Software (including operating systems and database management systems, but excluding Third-Party Software, if any); and
 - (c) You will perform daily database backups and verify that those backups are successful.
6. Other Excluded Services. Maintenance and support fees do not include fees for the following services: (a) initial installation or implementation of the Tyler Software; (b) onsite maintenance and support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (c) application design; (d) other consulting services; (e) maintenance and support of an operating system or hardware, unless you are a hosted customer; (f) support outside our normal business hours as listed in our then-current Support Call Process; or (g) installation, training services, or third party product costs related to a new release. Requested maintenance and support services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) weeks' advance notice.
 7. Current Support Call Process. Our current Support Call Process for the Tyler Software is attached to this Exhibit C at Schedule 1.



Exhibit C

Schedule 1

Support Call Process

Support Channels

Tyler Technologies, Inc. provides the following channels of software support:

- (1) Tyler Community – an on-line resource, Tyler Community provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
- (2) On-line submission (portal) – for less urgent and functionality-based questions, users may create unlimited support incidents through the customer relationship management portal available at the Tyler Technologies website.
- (3) Email – for less urgent situations, users may submit unlimited emails directly to the software support group.
- (4) Telephone – for urgent or complex questions, users receive toll-free, unlimited telephone software support.

Support Resources

A number of additional resources are available to provide a comprehensive and complete support experience:

- (1) Tyler Website – www.tylertech.com – for accessing client tools and other information including support contact information.
- (2) Tyler Community – available through login, Tyler Community provides a venue for clients to support one another and share best practices and resources.
- (3) Knowledgebase – A fully searchable depository of thousands of documents related to procedures, best practices, release information, and job aides.
- (4) Program Updates – where development activity is made available for client consumption

Support Availability

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Clients may receive coverage across these time zones. Tyler’s holiday schedule is outlined below. There will be no support coverage on these days.

New Year’s Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Labor Day	

Issue Handling

Incident Tracking

Every support incident is logged into Tyler's Customer Relationship Management System and given a unique incident number. This system tracks the history of each incident. The incident tracking number is used to track and reference open issues when clients contact support. Clients may track incidents, using the incident number, through the portal at Tyler's website or by calling software support directly.

Incident Priority

Each incident is assigned a priority number, which corresponds to the client's needs and deadlines. The client is responsible for reasonably setting the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain "characteristics" may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the client towards clearly understanding and communicating the importance of the issue and to describe generally expected responses and resolutions.

Priority Level	Characteristics of Support Incident	Resolution Targets
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client's remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the client in restoring its last available database.
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the client in restoring its last available database.
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the client in restoring its last available database.

Priority Level	Characteristics of Support Incident	Resolution Targets
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days. Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

Incident Escalation

Tyler Technology's software support consists of four levels of personnel:

- (1) Level 1: front-line representatives
- (2) Level 2: more senior in their support role, they assist front-line representatives and take on escalated issues
- (3) Level 3: assist in incident escalations and specialized client issues
- (4) Level 4: responsible for the management of support teams for either a single product or a product group

If a client feels they are not receiving the service needed, they may contact the appropriate Software Support Manager. After receiving the incident tracking number, the manager will follow up on the open issue and determine the necessary action to meet the client's needs.

On occasion, the priority or immediacy of a software support incident may change after initiation. Tyler encourages clients to communicate the level of urgency or priority of software support issues so that we can respond appropriately. A software support incident can be escalated by any of the following methods:

- (1) Telephone – for immediate response, call toll-free to either escalate an incident's priority or to escalate an issue through management channels as described above.
- (2) Email – clients can send an email to software support in order to escalate the priority of an issue
- (3) On-line Support Incident Portal – clients can also escalate the priority of an issue by logging into the client incident portal and referencing the appropriate incident tracking number.

Remote Support Tool

Some support calls require further analysis of the client's database, process or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Support is able to quickly connect to the client's desktop and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.



Exhibit D

DocOrigin End User License Agreement

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

ATTENTION: THE SOFTWARE PROVIDED UNDER THIS AGREEMENT IS BEING LICENSED TO YOU BY ECLIPSE CORPORATION WSL, INC. (Eclipse Corporation) AND IS NOT BEING SOLD. THIS SOFTWARE IS PROVIDED UNDER THE FOLLOWING AGREEMENT THAT SPECIFIES WHAT YOU MAY DO WITH THE SOFTWARE AND CONTAINS IMPORTANT LIMITATIONS ON REPRESENTATIONS, WARRANTIES, CONDITIONS, REMEDIES, AND LIABILITIES.

DocOrigin

SOFTWARE LICENSE

IMPORTANT-READ CAREFULLY: This End-User License Agreement ("**Agreement**" or "**EULA**") is a legal agreement between you (either an individual person or a single legal entity, who will be referred to in this EULA as "**You**") and Eclipse Corporation WSL, Inc. referred to in this EULA as Eclipse Corporation, for the DocOrigin software product that accompanies this EULA, including any associated media, printed materials and electronic documentation (the "**Software**"). The Software also encompasses any software updates, add-on components, web services and/or supplements that may be provided to you or made available to you after the date you obtain the initial copy of the Software to the extent that such items are not accompanied by a separate license agreement or terms of use. If you receive the Software under separate terms from your distributor, those terms will take precedence over any conflicting terms of this EULA.

By installing, copying, downloading, accessing or otherwise using the Software, you agree to be bound by the terms of this EULA. If you do not agree to the terms of this EULA, do not install, access or use the Software; instead, you should remove the Software from all systems and receive a full refund.

IF YOU ARE AN AGENT OR EMPLOYEE OF ANOTHER ENTITY YOU REPRESENT AND WARRANT THAT (I) THE INDIVIDUAL ACCEPTING THIS AGREEMENT IS DULY AUTHORIZED TO ACCEPT THIS AGREEMENT ON SUCH ENTITY'S BEHALF AND TO BIND SUCH ENTITY, AND (II) SUCH ENTITY HAS FULL POWER, CORPORATE OR OTHERWISE, TO ENTER INTO THIS AGREEMENT AND PERFORM ITS OBLIGATIONS HEREUNDER.

1. LICENSE TERMS

- 1.1** In this Agreement a "**License Key**" means any license key, activation code, or similar installation, access or usage control codes, including serial numbers digitally created and or provided by Eclipse Corporation ,designed to provide unlocked access to the Software and its functionality.
- 1.2** **Evaluation License.** Subject to all of the terms and conditions of this Agreement, Eclipse Corporation grants You a limited, royalty-free, non-exclusive, non-transferable license to download and install a copy of the Software from www.docorigin.com on a single machine and use it on a royalty-free basis for no more than 120 days from the date of installation (the "**Evaluation Period**"). You may use the Software during the Evaluation Period solely for the purpose of testing and evaluating it to determine if You wish to obtain a commercial, production license for the Software. This evaluation license grant will automatically end on expiry of the Evaluation Period and you acknowledge and agree that Eclipse Corporation will be under no obligation to renew or extend the Evaluation Period. If you wish to continue using the Software You may, on payment of the applicable fees, upgrade to a full license (as further described in section 1.3 below) on the terms of this Agreement and will be issued with a License Key for the same. If you do not wish to continue to license the Software after expiry of the Evaluation Period, then You agree to comply with the termination obligations set out in section [7.3] of this Agreement. For greater certainty, any document generated by you under an evaluation license will have a 'spoiler' or watermark on the output document. Documents generated by DocOrigin software that has a valid license key file also installed will not have the 'spoiler' produced. You are not permitted to remove the watermark or 'spoiler' from documents generated using the software under an evaluation license.
- 1.3** **Development and Testing Licenses.** Development and testing licenses are available for purchase through authorized distributors and resellers of Eclipse Corporation only. Subject to all of the terms and conditions of this Agreement, Eclipse Corporation grants You, a perpetual (subject to termination by Eclipse Corporation due to your breach of the terms of this Agreement), non-exclusive, non-transferable, worldwide

non-sub license able license to download and install a copy of the Software from www.docorigin.com on a single machine and use for development and testing to create collateral deployable to Your production system(s). You are not entitled to use a development and testing license for live production purposes.

- 1.4 Production Licenses.** Production licenses are available for purchase through authorized distributors and resellers of Eclipse Corporation only. Subject to all of the terms and conditions of this Agreement, Eclipse Corporation grants You, a perpetual (subject to termination by Eclipse Corporation due to your breach of the terms of this Agreement), non-exclusive, non-transferable, worldwide non-sub license able license to use the Software in accordance with the license type purchased by you as set out on your purchase order as further described below. For greater certainty, unless otherwise agreed in a purchase order concluded with an approved distributor of the Software, and approved by Eclipse Corporation, the default license to the Software is a per-CPU license as described in A. below:
- A. Per-CPU.** The total number of CPUs on a computer used to operate the Software may not exceed the licensed quantity of CPUs. For purposes of this license metric: (a) CPUs may contain more than one processing core, each group of two (2) processing cores is consider one (1) CPU., and any remaining unpaired processing core, will be deemed a CPU. (b) all CPUs on a computer on which the Software is installed shall be deemed to operate the Software unless You configure that computer (using a reliable and verifiable means of hardware or software partitioning) such that the total number of CPUs that actually operate the Software is less than the total number on that computer. Virtual Machines ("VM's") are considered as a server. Installing and configuring the software on multiple VM's requires one license per VM server. An enterprise license is available upon request. Pricing varies based on the size of the company.
 - B. Per-Document.** This is defined as a fee per document based on the total number of documents generated annually by merging data with a template created by the Software. The combined data and template produce documents of one or more pages. A document may contain 1 or more pages. For instance, a batch of invoices for 250 customers may contain 1,000 pages, this will be counted as 250 documents which should correspond to 250 invoices.
 - C. Per-Surface.** This is defined as a fee per surface based on the total number of surfaces generated annually by merging data with a template created by the Software. The combined data and template produce documents of one or more pages, the pages may be printed one side (one surface) or duplexed (2 surfaces). The documents may be rendered to a computer file (i.e. PDF), each page placed in the file is considered a surface. A document may contain 1 or more surfaces. For instance, a batch of invoices for 250 customers may contain 500 pages duplexed, this will be counted as 1000 surfaces.
- 1.5 Disaster Recovery License.** You may request a Disaster Recovery license of the Software for each production license You have purchased as a failover in the event of loss of use of the production server(s). This license is for disaster recovery purposes only and under no circumstance may the disaster recovery license be used for production simultaneously with a production license with which it is paired.
- 1.6 Backup Copies.** After installation of the Software pursuant to this EULA, you may store a copy of the installation files for the Software solely for backup or archival purposes. Except as expressly provided in this EULA, you may not otherwise make copies of the Software or the printed materials accompanying the Software.
- 1.7 Third-Party Software License Rights.** If a separate license agreement pertaining to an item of third-party software is: delivered to You with the Software, included in the Software download package, or referenced in any material that is provided with the Software, then such separate license agreement shall govern Your use of that item or version of Third-Party Software. Your rights in respect to any third-party software, third-party data, third-party software or other third-party content provided with the Software shall be limited to those rights necessary to operate the Software as permitted by this Agreement. No other rights in the Software or third-party software are granted to You.

2. LICENSE RESTRICTIONS

Any copies of the Software shall include all trademarks, copyright notices, restricted rights legends, proprietary markings and the like exactly as they appear on the copy of the Software originally provided to You. You may not remove or alter any copyright, trademark and/or proprietary notices marked on any part of the Software or related documentation and must reproduce all such notices on all authorized copies of the Software and related documentation. You shall not sublicense, distribute or otherwise make the Software available to any third party (including, without limitation, any contractor, franchisee, agent or dealer) without first obtaining the written agreement of (a) Eclipse Corporation to that use, and (b) such third party to comply with this Agreement. You further agree not to (i) rent, lease, sell, sublicense, assign, or otherwise transfer the Software to anyone else; (ii) directly or indirectly use the Software or any information about the Software in the development of any software that is competitive with the Software, or (iii) use the Software to operate or as a part of a time-sharing service, outsourcing service, service bureau, application service provider or managed service provider offering. You further agree not to reverse engineer, decompile, or disassemble the Software.

3. UPDATES, MAINTENANCE AND SUPPORT

- 3.1 During the validity period of Your License Key, You will be entitled to download the latest version of the Software from the DocOrigin website www.docorigin.com. Use of any updates provided to You shall be governed by the terms and conditions of this Agreement. Eclipse Corporation reserves the right at any time to not release or to discontinue release of any Software and to alter prices, features, specifications, capabilities, functions, licensing terms, release dates, general availability or other characteristics of the Software.
- 3.2 On expiry of your maintenance and support contract, you will have the right to continue using the current version(s) of the Software which you downloaded prior to the date of expiry of your License Key. However, you will need to renew maintenance and support in order to receive a new License Key that will unlock the more current version(s) of the Software. For greater certainty, if you attempt to use an expired License Key to download the latest version of the Software, the Software will revert to being a locked, evaluation copy of that version of the Software.

4. INTELLECTUAL PROPERTY RIGHTS.

This EULA does not grant you any rights in connection with any trademarks or service marks of Eclipse Corporation or DocOrigin. All title and intellectual property rights in and to the Software, the accompanying printed materials, and any copies of the Software are owned by Eclipse Corporation or its suppliers. All title and intellectual property rights in and to the content that is not contained in the Software, but may be accessed through use of the Software, is the property of the respective content owners and may be protected by applicable copyright or other intellectual property laws and treaties. This EULA grants you no rights to use such content. If this Software contains documentation that is provided only in electronic form, you may print one copy of such electronic documentation.

5. DISCLAIMER OF WARRANTIES.

TO THE GREATEST EXTENT PERMITTED BY LAW, THE LICENSED SOFTWARE AND TECHNICAL SUPPORT PROVIDED BY ECLIPSE CORPORATION HEREUNDER ARE PROVIDED ON AN "AS IS" BASIS AND THERE ARE NO WARRANTIES, REPRESENTATIONS OR CONDITIONS, EXPRESS OR IMPLIED, WRITTEN OR ORAL, ARISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING, USAGE OF TRADE OR OTHERWISE, REGARDING THEM OR ANY OTHER PRODUCT OR SERVICE PROVIDED UNDER THIS AGREEMENT OR IN CONNECTION WITH THIS AGREEMENT BY ECLIPSE CORPORATION. ECLIPSE CORPORATION DISCLAIMS ANY IMPLIED WARRANTIES OR CONDITIONS OF QUALITY, MERCHANTABILITY, MERCHANTABLE QUALITY, DURABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. ECLIPSE CORPORATION DOES NOT REPRESENT OR WARRANT THAT THE SOFTWARE SHALL MEET ANY OR ALL OF YOUR PARTICULAR REQUIREMENTS, THAT THE SOFTWARE WILL OPERATE ERROR-FREE OR UNINTERRUPTED OR THAT ALL ERRORS OR DEFECTS IN THE SOFTWARE CAN BE FOUND OR CORRECTED.

In certain jurisdictions, some or all of the provisions in this Section may not be effective or the applicable law may mandate a more extensive warranty in which case the applicable law will prevail over this Agreement.

6. INDEMNIFICATION & LIMITATIONS OF LIABILITY.

6.1 Eclipse Corporation shall defend and/or settle at its expense, any claims, actions, allegations or proceedings against You to the extent arising out of or relating to misappropriation or infringement by the Software of any third party's proprietary or intellectual property right ("Claims"), and Eclipse Corporation shall pay all damages finally awarded by a court of competent jurisdiction to such third party against You, or any settlement amounts agreed by Eclipse Corporation; subject to the conditions that, You shall notify Eclipse Corporation promptly of any You Claims, permit Eclipse Corporation to control the defense and settlement of such Claims and assist Eclipse Corporation, at Eclipse Corporation's expense, in defending or settling such Claims. Eclipse Corporation shall not be liable for any settlement amounts entered into by You without Eclipse Corporation's prior written approval. If Eclipse Corporation has reason to believe that it would be subject to an injunction or continuing damages based on the Software, then Eclipse Corporation may (and if Eclipse Corporation or any of its customers or third party software suppliers is subject to an injunction or continuing damages based on the Software), then notwithstanding any other provision in this Agreement, Eclipse Corporation shall be entitled to either modify the Software to make it non-infringing and/or remove the misappropriated material, replace the Software or portion thereof with a service or materials that provide substantially the same functionality or information, or, if neither of the foregoing is commercially practicable, require You to cease using the Software and refund to You (a) a pro rata portion of any one (1) time fees (based on a three (3) year, straight-line depreciation schedule from the date of payment), and (b) any fees that have been pre-paid by You but are unused. The foregoing notwithstanding, Eclipse Corporation shall have no liability for a claim of infringement or misappropriation to the extent caused by (i) the combination of the Software with any other service, software, data or products not provided or approved by Eclipse Corporation; or (ii) the use of any material provided by You or any end users, (iii) any breach by You of this Agreement. THE FOREGOING IS ECLIPSE CORPORATION'S SOLE AND EXCLUSIVE LIABILITY, AND YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY INFRINGEMENT OR MISAPPROPRIATION OF ANY THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS.

TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL ECLIPSE CORPORATION BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION, LEGAL EXPENSES, LOSS OF BUSINESS, LOSS OF PROFITS, LOSS OF REVENUE, LOST OR DAMAGED DATA, LOSS OF COMPUTER TIME, COST OF SUBSTITUTE GOODS OR SERVICES, OR FAILURE TO REALIZE EXPECTED SAVINGS OR ANY OTHER COMMERCIAL OR ECONOMIC LOSSES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF ECLIPSE CORPORATION HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES, OR SUCH LOSSES OR DAMAGES ARE FORESEEABLE.

6.2 THE ENTIRE LIABILITY OF ECLIPSE CORPORATION AND YOUR EXCLUSIVE REMEDY WITH RESPECT TO THE SOFTWARE AND TECHNICAL SUPPORT AND ANY OTHER PRODUCTS OR SERVICES SUPPLIED BY ECLIPSE CORPORATION IN CONNECTION WITH THIS AGREEMENT FOR DAMAGES FOR ANY CAUSE AND REGARDLESS OF THE CAUSE OF ACTION, WHETHER IN CONTRACT OR IN TORT, INCLUDING FUNDAMENTAL BREACH OR NEGLIGENCE, WILL BE LIMITED IN THE AGGREGATE TO THE AMOUNTS PAID BY YOU FOR THE SOFTWARE, TECHNICAL SUPPORT OR SERVICES GIVING RISE TO THE CLAIM.

6.3 THE DISCLAIMER OF REPRESENTATIONS, WARRANTIES AND CONDITIONS AND LIMITATION OF LIABILITY CONSTITUTE AN ESSENTIAL PART OF THIS AGREEMENT. YOU ACKNOWLEDGE THAT BUT FOR THE DISCLAIMER OF REPRESENTATIONS, WARRANTIES AND CONDITIONS AND LIMITATION OF LIABILITY, NEITHER ECLIPSE CORPORATION NOR ANY OF ITS LICENSORS OR SUPPLIERS WOULD GRANT THE RIGHTS GRANTED IN THIS AGREEMENT.

7. TERM AND TERMINATION

7.1 The term of this Agreement will begin on download of the Software and, in respect of an Evaluation License, shall continue for the Evaluation Period, and in respect of all other license types defined in Section 1, shall continue for as long as You use the Software, unless earlier terminated sooner under this section 7.

7.2 Eclipse Corporation may terminate this Agreement in the event of any breach by You if such breach has not been cured within thirty (30) days of notice to You. No termination of this Agreement will entitle You to a refund of any amounts paid by You to Eclipse Corporation or its applicable distributor or reseller or affect any obligations You may have to pay any outstanding amounts owing to Eclipse Corporation or its distributor.

- 7.3 Your rights to use the Software will immediately terminate upon termination or expiration of this Agreement. Within thirty (30) days of termination or expiration of this Agreement, You shall purge all Software and all copies thereof from all computer systems and storage devices on which it was stored, and certify such to Eclipse Corporation

8. GENERAL PROVISIONS

- 8.1 **No Waiver.** No delay or failure in exercising any right under this Agreement, or any partial or single exercise of any right, will constitute a waiver of that right or any other rights under this Agreement. No consent to a breach of any express or implied term set out in this Agreement constitutes consent to any subsequent breach, whether of the same or any other provision.
- 8.2 **Severability.** If any provision of this Agreement is, or becomes, unenforceable, it will be severed from this Agreement and the remainder of this Agreement will remain in full force and effect.
- 8.3 **Assignment.** You may not transfer or assign this Agreement (whether voluntarily, by operation of law, or otherwise) without Eclipse Corporation's prior written consent. Eclipse Corporation may assign this Agreement at any time without notice. This Agreement is binding upon and will inure to the benefit of both parties, and their respective successors and permitted assigns.
- 8.4 **Governing Law and Venue if You are located in the USA.** This Agreement shall be governed by the laws of the State of Texas if You are located in the USA. No choice of laws rules of any jurisdiction shall apply to this Agreement. You consent and agree that the courts of the State of Texas shall have jurisdiction over any legal action or proceeding brought by You arising out of or relating to this Agreement, and You consent to the jurisdiction of such courts for any such action or proceeding.
- 8.5 **Governing Law and Venue if You are not located in the USA.** This Agreement shall be governed by the laws of the Province of Ontario in Canada if You are not located in the USA. No choice of laws rules of any jurisdiction shall apply to this Agreement. You consent and agree that the courts of the Province of Ontario in Canada shall have jurisdiction over any legal action or proceeding brought by You arising out of or relating to this Agreement, and You consent to the jurisdiction of such courts for any such action or proceeding.
- 8.6 **Entire Agreement.** This Agreement is the entire understanding and agreement between You and Eclipse Corporation with respect to the subject matter hereof, and it supersedes all prior negotiations, commitments and understandings, verbal or written, and purchase order issued by You. This Agreement may be amended or otherwise modified by Eclipse Corporation from time to time and the most recent version of the Agreement will be available on the Eclipse Corporation website www.docorigin.com.

Last Updated: July 22, 2017



Exhibit D

MyGovPay/VirtualPay and IVR

1. MyGovPay/VirtualPay Licensing. Access to MyGovPay and/or Virtual Pay is hereby granted if Customer elects to use MyGovPay or VirtualPay, products of Tyler Technologies (*Powered by Persolvent*), designed for Citizen Users to use for processing online payments.

(a) Special MyGovPay/VirtualPay Definitions.

"Merchant Agreement" means the agreement between Customer and Persolvent that provides for the Merchant Fees.

"Merchant Fees" means direct costs levied by Visa/Mastercard/Discover or other payment card companies for Interchange Fees, Dues, Assessments and Occurrence Fees, over which Tyler Technologies has no authority.

"MyGovPay" means the Product of Tyler Technologies that allows members of the public to pay for Customer's services with a credit or other payment card on the Customer's citizen-facing web portal.

"Persolvent" means Persolvent, formerly BankCard Services Worldwide, a Payment Card Industry (PCI) compliant processing agent through which the EnerGov Software passes credit card transactions.

"Use Fees" means the Technology Fees, Authorization Fees and Program/Convenience Fees as listed in Use Fees Table in Section 2, titled *MyGovPay/VirtualPay*.

"VirtualPay" means the Product of Tyler Technologies that allows the Customer to accept and process citizen user's credit or other payment card using the EnerGov Software.

(b) Conditions of Use. If customer elects to use MyGovPay and/or VirtualPay the following terms apply:

- (1) Customer must apply for and agree to a Merchant Agreement with Persolvent.
- (2) Customer agrees that Citizen Users will be subject to Use Fees as listed in Use Fees table in Section 2.
- (3) Customer agrees that Use Fees are separate from and independent of Merchant Fees.
- (4) Customer agrees that this Agreement does not represent any modification to Customer's Merchant Agreement with Persolvent.
- (5) Customer agrees that Use Fees are for use on the MyGovPay/VirtualPay online system and will not be deposited or owed to Customer in any way.
- (6) Customer agrees that MyGovPay's and VirtualPay's ability to assess Use Fees is dictated by the Card Associations whose rules may change at any time and for any reason. If MyGovPay and/or VirtualPay, for any reason, are unable to process payments using Use Fees, Customer agrees that MyGovPay/VirtualPay reserves the right to negotiate a new pricing model with Customer for the continued use of MyGovPay and/or VirtualPay.

2. MyGovPay/VirtualPay Fees. Customer agrees that the Use Fees set forth on the following page will apply if Customer elects to use MyGovPay/VirtualPay.

USE FEES TABLE FOLLOWS ON NEXT PAGE

Use Fees

EnerGov's MyGovPay (Online / card-not-present payments)**

	MyGovPay (Online Payments)	MyGovPay (Online Payments)
	Percentage Based Fee	+ Transaction Fee
Option 1: Government Entity Paid	2.79%	\$0.20
Option 2: Patron Paid	3.29%	N/A

***ACH processing is available for a fee of \$20 per month and \$0.30 per transaction.*

EnerGov's VirtualPay (retail card present)

	VirtualPay (Retail Payments)	Virtual Pay (Retail Payments)
	Percentage Based Fee	+ Transaction Fee
Option 1: Government Entity Paid	2.59%	\$0.15
Option 2: Patron Paid	2.99%	N/A

Patron Paid fees will be communicated as "Service Fees" to the cardholder, at the time of transaction. In the event that the average monthly transaction amount is below \$30, Contractor reserves the right to apply an additional \$0.20 service fee above the quoted rates above.

3. Interactive Voice Response ("IVR"). If IVR is selected by Customer and included in the pricing, the following additional terms and conditions shall apply of this Agreement:

- (a) Network Security. Customer acknowledges that a third-party is used by Tyler Technologies to process IVR data. Customer's content will pass through and be stored on the third-party servers and will not be segregated or in a separate physical location from servers on which other customers' content is or will be transmitted or stored.
- (b) Content. Customer is responsible for the creation, editorial content, control, and all other aspects of content to be used solely in conjunction with the EnerGov Software.
- (c) Lawful Purposes. Customer shall not use the IVR system for any unlawful purpose.
- (d) Critical Application. Customer will not use the IVR system for any life-support application or other critical application where failure or potential failure of the IVR system can cause injury, harm, death, or other grave problems, including, without limitation, loss of aircraft control, hospital life-support system, and delays in getting medicate care or other emergency services.
- (e) No Harmful Code. Customer represents and warrants that no content designed to delete, disable, deactivate, interfere with or otherwise harm any aspect of the IVR system now or in the future, shall be knowingly transmitted by Customer or Users.
- (f) IVR WARRANTY. Except as expressly set forth in this Agreement, TYLER TECHNOLOGIES MAKES NO REPRESENTATION AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE FOR IVR.



Exhibit E

Statement of Work

TO BE INSERTED



SOFTWARE AS A SERVICE AGREEMENT¹

This Software as a Service Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client selected Tyler to provide certain products and services set forth in the Investment Summary, including providing Client with access to Tyler's proprietary software products, and Tyler desires to provide such products and services under the terms of this Agreement;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

SECTION A – DEFINITIONS

- **"Agreement"** means this Software as a Services Agreement.
- **"Business Travel Policy"** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **"Client"** means **INSERT CLIENT NAME**.
- **"Data"** means your data necessary to utilize the Tyler Software.
- **"Data Storage Capacity"** means the contracted amount of storage capacity for your Data identified in the Investment Summary.
- **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **"Defined Users"** means the number of users that are authorized to use the SaaS Services. The Defined Users for the Agreement are as identified in the Investment Summary.
- **"Developer"** means a third party who owns the intellectual property rights to Third Party Software.
- **"Documentation"** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **"Effective Date"** means the date by which both your and our authorized representatives have signed the Agreement.
- **"Force Majeure"** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.

¹ **HIGHLIGHTED PROVISIONS INDICATE PROVISIONS THAT MAY OR MAY NOT APPLY TO THE PARTICULAR CLIENT/CONTRACT. DURING CONTRACT NEGOTIATIONS, THOSE PROVISIONS WILL BE ADJUSTED AS NECESSARY.**

- **“Investment Summary”** means the agreed upon cost proposal for the products and services attached as Exhibit A.
- **“Invoicing and Payment Policy”** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **“SaaS Fees”** means the fees for the SaaS Services identified in the Investment Summary.
- **“SaaS Services”** means software as a service consisting of system administration, system management, and system monitoring activities that Tyler performs for the Tyler Software, and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting or other professional services.
- **“SLA”** means the service level agreement. A copy of our current SLA is attached hereto as Exhibit C.
- **“Statement of Work”** means the industry standard implementation plan describing how our professional services will be provided to implement the Tyler Software, and outlining your and our roles and responsibilities in connection with that implementation. The Statement of Work is attached as Exhibit E.
- **“Support Call Process”** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.
- **“Third Party Hardware”** means the third party hardware, if any, identified in the Investment Summary.
- **“Third Party Products”** means the Third Party Software and Third Party Hardware.
- **“Third Party Services”** means the third party services, if any, identified in the Investment Summary.
- **“Third Party Software”** means the third party software, if any, identified in the Investment Summary.
- **“Third Party Terms”** means, if any, the end user license agreement(s) or similar terms for the Third Party Software, as applicable and attached as Exhibit D.
- **“Tyler”** means Tyler Technologies, Inc., a Delaware corporation.
- **“Tyler Software”** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **“we”, “us”, “our”** and similar terms mean Tyler.
- **“you”** and similar terms mean Client.

SECTION B – SAAS SERVICES

1. Rights Granted. We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your internal business purposes for the number of Defined Users only. The Tyler Software will be made available to you according to the terms of the SLA. You acknowledge that we have no delivery obligations and we will not ship copies of the Tyler Software as part of the SaaS Services. You may use the SaaS Services to access updates and enhancements to the Tyler Software, as further described in Section C(9). The foregoing notwithstanding, to the extent we have sold you perpetual licenses for Tyler Software, if and listed in the Investment Summary, for which you are receiving SaaS Services, your rights to use such Tyler Software are perpetual, subject to the terms and conditions of this Agreement including, without limitation, Section B(4). We will make any such

software available to you for download.

2. SaaS Fees. You agree to pay us the SaaS Fees. Those amounts are payable in accordance with our Invoicing and Payment Policy. The SaaS Fees are based on the number of Defined Users and amount of Data Storage Capacity. You may add additional users or additional data storage capacity on the terms set forth in Section H(1). In the event you regularly and/or meaningfully exceed the Defined Users or Data Storage Capacity, we reserve the right to charge you additional fees commensurate with the overage(s).
3. Ownership.
 - 3.1 We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this Agreement. You do not acquire under this Agreement any license to use the Tyler Software in excess of the scope and/or duration of the SaaS Services.
 - 3.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.
 - 3.3 You retain all ownership and intellectual property rights to the Data. You expressly recognize that except to the extent necessary to carry out our obligations contained in this Agreement, we do not create or endorse any Data used in connection with the SaaS Services.
4. Restrictions. You may not: (a) make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.
5. Software Warranty. We warrant that the Tyler Software will perform without Defects during the term of this Agreement. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with the maintenance and support process set forth in Section C(9), below, the SLA and our then current Support Call Process.
6. SaaS Services.
 - 6.1 Our SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 18. We have attained, and will maintain, SOC 1 and SOC 2 compliance, or its equivalent, for so long as you are timely paying for SaaS Services. Upon execution of a mutually agreeable Non-Disclosure Agreement ("NDA"), we will provide you with a summary of our compliance report(s) or its equivalent. Every year thereafter, for so long as the NDA is in effect and in which you make a written request, we will provide that same information.
 - 6.2 You will be hosted on shared hardware in a Tyler data center or in a third-party data center. In

either event, databases containing your Data will be dedicated to you and inaccessible to our other customers.

- 6.3 Our Tyler data centers have fully-redundant telecommunications access, electrical power, and the required hardware to provide access to the Tyler Software in the event of a disaster or component failure. In the event any of your Data has been lost or damaged due to an act or omission of Tyler or its subcontractors or due to a defect in Tyler's software, we will use best commercial efforts to restore all the Data on servers in accordance with the architectural design's capabilities and with the goal of minimizing any Data loss as greatly as possible. In no case shall the recovery point objective ("RPO") exceed a maximum of twenty-four (24) hours from declaration of disaster. For purposes of this subsection, RPO represents the maximum tolerable period during which your Data may be lost, measured in relation to a disaster we declare, said declaration will not be unreasonably withheld.
- 6.4 In the event we declare a disaster, our Recovery Time Objective ("RTO") is twenty-four (24) hours. For purposes of this subsection, RTO represents the amount of time, after we declare a disaster, within which your access to the Tyler Software must be restored.
- 6.5 We conduct annual penetration testing of either the production network and/or web application to be performed. We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. We will provide you with a written or electronic record of the actions taken by us in the event that any unauthorized access to your database(s) is detected as a result of our security protocols. We will undertake an additional security audit, on terms and timing to be mutually agreed to by the parties, at your written request. You may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords or other confidential information, and unauthorized vulnerability and penetration test scanning of our network and systems (hosted or otherwise) is prohibited without the prior written approval of our IT Security Officer.
- 6.6 We test our disaster recovery plan on an annual basis. Our standard test is not client-specific. Should you request a client-specific disaster recovery test, we will work with you to schedule and execute such a test on a mutually agreeable schedule. At your written request, we will provide test results to you within a commercially reasonable timeframe after receipt of the request.
- 6.7 We will be responsible for importing back-up and verifying that you can log-in. You will be responsible for running reports and testing critical processes to verify the returned Data.
- 6.8 We provide secure Data transmission paths between each of your workstations and our servers.
- 6.9 Tyler data centers are accessible only by authorized personnel with a unique key entry. All other visitors to Tyler data centers must be signed in and accompanied by authorized personnel. Entry attempts to the data center are regularly audited by internal staff and external auditors to ensure no unauthorized access.
- 6.10 Where applicable with respect to our applications that take or process card payment data, we are responsible for the security of cardholder data that we possess, including functions relating

to storing, processing, and transmitting of the cardholder data and affirm that, as of the Effective Date, we comply with applicable requirements to be considered PCI DSS compliant and have performed the necessary steps to validate compliance with the PCI DSS. We agree to supply the current status of our PCI DSS compliance program in the form of an official Attestation of Compliance, which can be found at <https://www.tylertech.com/about-us/compliance>, and in the event of any change in our status, will comply with applicable notice requirements.

SECTION C –PROFESSIONAL SERVICES

1. Professional Services. We will provide you the various implementation-related services itemized in the Investment Summary and described in our industry standard implementation plan/ the Statement of Work. We will finalize that documentation with you upon execution of this Agreement.
2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. You acknowledge that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours.
3. Additional Services. The Investment Summary contains, and the Statement of Work describes, the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.
4. Cancellation. If travel is required, we will make all reasonable efforts to schedule travel for our personnel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.
5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.
6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us.
7. Background Checks. For at least the past twelve (12) years, all of our employees have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and

security policies.

8. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).
9. Maintenance and Support. For so long as you timely pay your SaaS Fees according to the Invoicing and Payment Policy, then in addition to the terms set forth in the SLA and the Support Call Process, we will:
 - 9.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (subject to any applicable release life cycle policy);
 - 9.2 provide support during our established support hours;
 - 9.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;
 - 9.4 make available to you all releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and
 - 9.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with any applicable release life cycle policy.

We will use all reasonable efforts to perform support services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain your VPN for backup connectivity purposes.

For the avoidance of doubt, SaaS Fees do not include the following services: (a) onsite support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (b) application design; (c) other consulting services; or (d) support outside our normal business hours as listed in our then-

current Support Call Process. Requested services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) weeks' advance notice.

SECTION D – THIRD PARTY PRODUCTS

1. Third Party Hardware. We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
2. Third Party Software. As part of the SaaS Services, you will receive access to the Third Party Software and related documentation for internal business purposes only. Your rights to the Third Party Software will be governed by the Third Party Terms.
3. Third Party Products Warranties.
 - 3.1 We are authorized by each Developer to grant access to the Third Party Software.
 - 3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.
 - 3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.
4. Third Party Services. If you have purchased Third Party Services, those services will be provided independent of Tyler by such third-party at the rates set forth in the Investment Summary and in accordance with our Invoicing and Payment Policy.

SECTION E - INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you the SaaS Fees and fees for other professional services in the Investment Summary per our Invoicing and Payment Policy, subject to Section E(2).
2. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all SaaS Services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

SECTION F – TERM AND TERMINATION

1. Term. The initial term of this Agreement is **three (3)** years from the first day of the first month following the Effective Date, unless earlier terminated as set forth below. Upon expiration of the initial term, this Agreement will renew automatically for additional one (1) year renewal terms at our then-current SaaS Fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. Your right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement.
2. Termination. This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section E(2).
 - 2.1 Failure to Pay SaaS Fees. You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of SaaS Fees. If you fail to timely pay the SaaS Fees, we may discontinue the SaaS Services and deny your access to the Tyler Software. We may also terminate this Agreement if you don't cure such failure to pay within forty-five (45) days of receiving written notice of our intent to terminate.
 - 2.2 For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section H(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section H(3).
 - 2.3 Force Majeure. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more.
 - 2.4 Lack of Appropriations. If you should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid, but unused SaaS Fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.

SECTION G – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.
 - 1.1 We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
 - 1.2 Our obligations under this Section G(1) will not apply to the extent the claim or adverse final

judgment is based on your use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties, or your willful infringement.

1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.

1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. General Indemnification.

2.1 We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of PCI-DSS requirements or a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

2.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for personal injury or property damage to the extent caused by your negligence or willful misconduct; or (b) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.

3. **DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

4. **LIMITATION OF LIABILITY. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) DURING THE INITIAL TERM, AS SET FORTH IN SECTION F(1), TOTAL FEES PAID AS OF THE TIME OF THE CLAIM; OR (B) DURING ANY RENEWAL**

TERM, THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE IN THAT RENEWAL TERM. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS G(1) AND G(2).

5. **EXCLUSION OF CERTAIN DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
6. **Insurance.** During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least \$1,000,000; (b) Automobile Liability of at least \$1,000,000; (c) Professional Liability of at least \$1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least \$5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

SECTION H – GENERAL TERMS AND CONDITIONS

1. **Additional Products and Services.** You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.
2. **Optional Items.** Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.
3. **Dispute Resolution.** You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.
4. **Taxes.** The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt

certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.

5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.
6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.
7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.
8. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.
9. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.
10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.
11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.
12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent

permitted by law.

13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.
14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.
15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.
16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.
17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:
 - (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
 - (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
 - (c) a party receives from a third party who has a right to disclose it to the receiving party; or
 - (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.
18. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.

19. Governing Law. This Agreement will be governed by and construed in accordance with the laws of your state of domicile, without regard to its rules on conflicts of law.
20. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.
21. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.
22. Contract Documents. This Agreement includes the following exhibits:

Exhibit A	Investment Summary
Exhibit B	Invoicing and Payment Policy
	Schedule 1: Business Travel Policy
Exhibit C	Service Level Agreement
	Schedule 1: Support Call Process
Exhibit D	Third Party Terms
Exhibit E	Statement of Work

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.

INSERT CLIENT NAME

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Address for Notices:

Tyler Technologies, Inc.
One Tyler Drive
Yarmouth, ME 04096
Attention: Chief Legal Officer

Address for Notices:

INSERT CLIENT NAME
CLIENT ADDRESS
ADDRESS
Attention: _____



Exhibit A

Investment Summary

The following Investment Summary details the software and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Tyler sales quotation to be inserted prior to Agreement execution.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK



Exhibit B

Invoicing and Payment Policy

We will provide you with the software and services set forth in the Investment Summary of the Agreement. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Invoicing: We will invoice you for the applicable software and services in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. SaaS Fees. SaaS Fees are invoiced on an annual basis, beginning on the commencement of the initial term as set forth in Section F (1) of this Agreement. Your annual SaaS fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual SaaS fees will be at our then-current rates.

2. Other Tyler Software and Services.

2.1 *VPN Device:* The fee for the VPN device will be invoiced upon installation of the VPN.

2.2 *Implementation and Other Professional Services (including training):* Implementation and other professional services (including training) are billed and invoiced as delivered, at the rates set forth in the Investment Summary.²

2.3 *Consulting Services:* If you have purchased any Business Process Consulting services, if they have been quoted as fixed-fee services, they will be invoiced 50% upon your acceptance of the Best Practice Recommendations, by module, and 50% upon your acceptance of custom desktop procedures, by module. If you have purchased any Business Process Consulting services and they are quoted as an estimate, then we will bill you the actual services delivered on a time and materials basis.

2.4 *Conversions:* Fixed-fee conversions are invoiced 50% upon initial delivery of the converted Data, by conversion option, and 50% upon Client acceptance to load the converted Data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, we will bill you the actual services delivered on a time and materials basis.³

2.5 *Requested Modifications to the Tyler Software:* Requested modifications to the Tyler Software are invoiced 50% upon delivery of specifications and 50% upon delivery of the

² IF IMPLEMENTATION SERVICES, ETC. ARE QUOTED AS PART OF SAAS FEES, REPLACE THIS TEXT WITH: "IMPLEMENTATION AND CONVERSION SERVICES ARE QUOTED AS PART OF YOUR SAAS FEES, AND WILL BE INVOICED AS SET FORTH ABOVE."

³ REMOVE IF IMPLEMENTATION AND CONVERSION SERVICES FEES ROLLED INTO SAAS FEES.

applicable modification. You must report any failure of the modification to conform to the specifications within thirty (30) days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 30-day window has passed. You may still report Defects to us as set forth in this Agreement.

2.6 *Other Fixed Price Services*: Other fixed price services are invoiced as delivered, at the rates set forth in the Investment Summary. For the avoidance of doubt, where “Project Planning Services” are provided, payment will be due upon delivery of the Implementation Planning document.

Dedicated Project Management services, if any, will be billed monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.

3. Third Party Products.

3.1 *Third Party Software License Fees*: License fees for Third Party Software, if any, are invoiced when we make it available to you for downloading.

3.2 *Third Party Software Maintenance*: The first year maintenance for the Third Party Software is invoiced when we make it available to you for downloading.

3.3 *Third Party Hardware*: Third Party Hardware costs, if any, are invoiced upon delivery.

3.4 *Third Party Services*: Fees for Third Party Services, if any, are invoiced as delivered, along with applicable expenses, at the rates set forth in the Investment Summary.

3.5 *Tyler Notify Minutes and Messages*: Tyler Notify Minutes and Messages are invoiced when we make Tyler Notify available to you. Subsequent fees for minutes and messages, at our then-current rates, will be due when you request additional minutes and messages and they are made available to you. Unused minutes and message expire at the end of the applicable annual term.

4. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses for Tyler delivered services will be billed as incurred and only in accordance with our then-current Business Travel Policy, plus a 10% travel agency processing fee. Our current Business Travel Policy is attached to this Exhibit B as Schedule 1. Copies of receipts will be provided upon request; we reserve the right to charge you an administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.

5. Credit for Prepaid Maintenance and Support Fees for Tyler Software. Client will receive a credit for the maintenance and support fees prepaid for the Tyler Software for the time period commencing on the first day of the SaaS Term.⁴

Payment. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is available by contacting

⁴ USE FOR FLIP CONTRACTS WHERE THE SAAS TERM BEGINS BEFORE THE END OF THE ANNUAL MAINTENANCE TERM.

AR@tylertech.com.



Exhibit B
Schedule 1
Business Travel Policy

1. Air Travel

A. Reservations & Tickets

The Travel Management Company (TMC) used by Tyler will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within \$100 (each way) of the lowest logical fare. If a net savings of \$200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven (7) day advance booking requirement is mandatory. When booking less than seven (7) days in advance, management approval will be required.

Except in the case of international travel where a segment of continuous air travel is six (6) or more consecutive hours in length, only economy or coach class seating is reimbursable. Employees shall not be reimbursed for "Basic Economy Fares" because these fares are non-refundable and have many restrictions that outweigh the cost-savings.

B. Baggage Fees

Reimbursement of personal baggage charges are based on trip duration as follows:

- Up to five (5) days = one (1) checked bag
- Six (6) or more days = two (2) checked bags

Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

A. Private Automobile

Mileage Allowance – Business use of an employee's private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a "mid-size" or "intermediate" car. "Full" size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; except for employees traveling to Alaska and internationally (excluding Canada), additional insurance on the rental agreement should be declined.

C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

3. Lodging

Tyler's TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

"No shows" or cancellation fees are not reimbursable if the employee does not comply with the hotel's cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

Employees are not authorized to reserve non-traditional short-term lodging, such as Airbnb, VRBO, and HomeAway. Employees who elect to make such reservations shall not be reimbursed.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status within the continental U.S. are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at www.gsa.gov/perdiem.

Per diem for Alaska, Hawaii, U.S. protectorates and international destinations are provided separately by the Department of State and will be determined as required.

A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

Departure Day

Depart before 12:00 noon	Lunch and dinner
Depart after 12:00 noon	Dinner

Return Day

Return before 12:00 noon	Breakfast
Return between 12:00 noon & 7:00 p.m.	Breakfast and lunch
Return after 7:00 p.m.*	Breakfast, lunch and dinner

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

Breakfast	15%
Lunch	25%
Dinner	60%

B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.*

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

5. Internet Access – Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to \$10.00 per day. Charges for internet access at airports are not reimbursable.

6. International Travel

All international flights with the exception of flights between the U.S. and Canada should be reserved through TMC using the "lowest practical coach fare" with the exception of flights that are six (6) or more consecutive hours in length. In such event, the next available seating class above coach shall be reimbursed.

When required to travel internationally for business, employees shall be reimbursed for photo fees, application fees, and execution fees when obtaining a new passport book, but fees related to passport renewals are not reimbursable. Visa application and legal fees, entry taxes and departure taxes are reimbursable.

The cost of vaccinations that are either required for travel to specific countries or suggested by the U.S. Department of Health & Human Services for travel to specific countries, is reimbursable.

Section 4, Meals & Incidental Expenses, and Section 2.b., Rental Car, shall apply to this section.



Exhibit C

Service Level Agreement

I. Agreement Overview

This SLA operates in conjunction with, and does not supersede or replace any part of, the Agreement. It outlines the information technology service levels that we will provide to you to ensure the availability of the application services that you have requested us to provide. All other support services are documented in the Support Call Process.

II. Definitions. Except as defined below, all defined terms have the meaning set forth in the Agreement.

Actual Attainment: The percentage of time the Tyler Software is available during a calendar quarter, calculated as follows: $(\text{Service Availability} - \text{Downtime}) \div \text{Service Availability}$.

Client Error Incident: Any service unavailability resulting from your applications, content or equipment, or the acts or omissions of any of your service users or third-party providers over whom we exercise no control.

Downtime: Those minutes during Service Availability, as defined below, when all users cannot launch, login, search or save primary data in the Tyler Software. Downtime does not include those instances in which only a Defect is present.

Emergency Maintenance: (1) maintenance that is required to patch a critical security vulnerability; (2) maintenance that is required to prevent an imminent outage of Service Availability; or (3) maintenance that is mutually agreed upon in writing by Tyler and the Client.

Planned Downtime: Downtime that occurs during a Standard or Emergency Maintenance window.

Service Availability: The total number of minutes in a calendar quarter that the Tyler Software is capable of receiving, processing, and responding to requests, excluding Planned Downtime, Client Error Incidents, Denial of Service attacks and Force Majeure.

Standard Maintenance: Routine maintenance to the Tyler Software and infrastructure. Standard Maintenance is limited to five (5) hours per week.

III. **Service Availability**

a. Your Responsibilities

Whenever you experience Downtime, you must make a support call according to the procedures outlined in the Support Call Process. You will receive a support case number.

b. Our Responsibilities

When our support team receives a call from you that Downtime has occurred or is occurring, we will work with you to identify the cause of the Downtime (including whether it may be the result of Planned

Downtime, a Client Error Incident, Denial of Service attack or Force Majeure). We will also work with you to resume normal operations.

c. Client Relief

Our targeted Attainment Goal is 100%. You may be entitled to credits as indicated in the Client Relief Schedule found below. Your relief credit is calculated as a percentage of the SaaS fees paid for the calendar quarter.

In order to receive relief credits, you must submit a request through one of the channels listed in our Support Call Process within fifteen days (15) of the end of the applicable quarter. We will respond to your relief request within thirty (30) day(s) of receipt.

The total credits confirmed by us will be applied to the SaaS Fee for the next billing cycle. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption.

Client Relief Schedule	
Actual Attainment	Client Relief
99.99% - 99.50%	Remedial action will be taken
99.49% - 98.50%	2%
98.49% - 97.50%	4%
97.49% - 96.50%	6%
96.49% - 95.50%	8%
Below 95.50%	10%

* Notwithstanding language in the Agreement to the contrary, Recovery Point Objective is one (1) hour.

IV. Maintenance Notifications

We perform Standard Maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, we will provide advance notice of those windows and will coordinate to the greatest extent possible with you.

Not all maintenance activities will cause application unavailability. However, if Tyler anticipates that activities during a Standard or Emergency Maintenance window may make the Tyler Software unavailable, we will provide advance notice, as reasonably practicable that the Tyler Software will be unavailable during the maintenance window.



Exhibit C

Schedule 1

Support Call Process

Support Channels

Tyler Technologies, Inc. provides the following channels of software support:

- (1) Tyler Community – an on-line resource, Tyler Community provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
- (2) On-line submission (portal) – for less urgent and functionality-based questions, users may create unlimited support incidents through the customer relationship management portal available at the Tyler Technologies website.
- (3) Email – for less urgent situations, users may submit unlimited emails directly to the software support group.
- (4) Telephone – for urgent or complex questions, users receive toll-free, unlimited telephone software support.

Support Resources

A number of additional resources are available to provide a comprehensive and complete support experience:

- (1) Tyler Website – www.tylertech.com – for accessing client tools and other information including support contact information.
- (2) Tyler Community – available through login, Tyler Community provides a venue for clients to support one another and share best practices and resources.
- (3) Knowledgebase – A fully searchable depository of thousands of documents related to procedures, best practices, release information, and job aides.
- (4) Program Updates – where development activity is made available for client consumption

Support Availability

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Clients may receive coverage across these time zones. Tyler’s holiday schedule is outlined below. There will be no support coverage on these days.

New Year’s Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Labor Day	

Issue Handling

Incident Tracking

Every support incident is logged into Tyler's Customer Relationship Management System and given a unique incident number. This system tracks the history of each incident. The incident tracking number is used to track and reference open issues when clients contact support. Clients may track incidents, using the incident number, through the portal at Tyler's website or by calling software support directly.

Incident Priority

Each incident is assigned a priority number, which corresponds to the client's needs and deadlines. The client is responsible for reasonably setting the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain "characteristics" may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the client towards clearly understanding and communicating the importance of the issue and to describe generally expected responses and resolutions.

Priority Level	Characteristics of Support Incident	Resolution Targets
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client's remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. For non-hosted customers, Tyler's responsibility for lost or corrupted Data is limited to assisting the client in restoring its last available database.
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of Data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. For non-hosted customers, Tyler's responsibility for loss or corrupted Data is limited to assisting the client in restoring its last available database.
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack. For non-hosted customers, Tyler's responsibility for lost or corrupted Data is limited to assisting the client in restoring its last available database.

Priority Level	Characteristics of Support Incident	Resolution Targets
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days. Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

Incident Escalation

Tyler Technology's software support consists of four levels of personnel:

- (1) Level 1: front-line representatives
- (2) Level 2: more senior in their support role, they assist front-line representatives and take on escalated issues
- (3) Level 3: assist in incident escalations and specialized client issues
- (4) Level 4: responsible for the management of support teams for either a single product or a product group

If a client feels they are not receiving the service needed, they may contact the appropriate Software Support Manager. After receiving the incident tracking number, the manager will follow up on the open issue and determine the necessary action to meet the client's needs.

On occasion, the priority or immediacy of a software support incident may change after initiation. Tyler encourages clients to communicate the level of urgency or priority of software support issues so that we can respond appropriately. A software support incident can be escalated by any of the following methods:

- (1) Telephone – for immediate response, call toll-free to either escalate an incident's priority or to escalate an issue through management channels as described above.
- (2) Email – clients can send an email to software support in order to escalate the priority of an issue
- (3) On-line Support Incident Portal – clients can also escalate the priority of an issue by logging into the client incident portal and referencing the appropriate incident tracking number.

Remote Support Tool

Some support calls require further analysis of the client's database, process or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Support is able to quickly connect to the client's desktop and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.



Exhibit D
End User License Agreement⁵

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

⁵ INCLUDE ONLY WHERE TYLERFORMS ARE PART OF LICENSED MODULES.

ATTENTION: THE SOFTWARE PROVIDED UNDER THIS AGREEMENT IS BEING LICENSED TO YOU BY ECLIPSE CORPORATION WSL, INC. (Eclipse Corporation) AND IS NOT BEING SOLD. THIS SOFTWARE IS PROVIDED UNDER THE FOLLOWING AGREEMENT THAT SPECIFIES WHAT YOU MAY DO WITH THE SOFTWARE AND CONTAINS IMPORTANT LIMITATIONS ON REPRESENTATIONS, WARRANTIES, CONDITIONS, REMEDIES, AND LIABILITIES.

DocOrigin

SOFTWARE LICENSE

IMPORTANT-READ CAREFULLY: This End-User License Agreement ("**Agreement**" or "**EULA**") is a legal agreement between you (either an individual person or a single legal entity, who will be referred to in this EULA as "**You**") and Eclipse Corporation WSL, Inc. referred to in this EULA as Eclipse Corporation, for the DocOrigin software product that accompanies this EULA, including any associated media, printed materials and electronic documentation (the "**Software**"). The Software also encompasses any software updates, add-on components, web services and/or supplements that may be provided to you or made available to you after the date you obtain the initial copy of the Software to the extent that such items are not accompanied by a separate license agreement or terms of use. If you receive the Software under separate terms from your distributor, those terms will take precedence over any conflicting terms of this EULA.

By installing, copying, downloading, accessing or otherwise using the Software, you agree to be bound by the terms of this EULA. If you do not agree to the terms of this EULA, do not install, access or use the Software; instead, you should remove the Software from all systems and receive a full refund.

IF YOU ARE AN AGENT OR EMPLOYEE OF ANOTHER ENTITY YOU REPRESENT AND WARRANT THAT (I) THE INDIVIDUAL ACCEPTING THIS AGREEMENT IS DULY AUTHORIZED TO ACCEPT THIS AGREEMENT ON SUCH ENTITY'S BEHALF AND TO BIND SUCH ENTITY, AND (II) SUCH ENTITY HAS FULL POWER, CORPORATE OR OTHERWISE, TO ENTER INTO THIS AGREEMENT AND PERFORM ITS OBLIGATIONS HEREUNDER.

1. LICENSE TERMS

- 1.1** In this Agreement a "**License Key**" means any license key, activation code, or similar installation, access or usage control codes, including serial numbers digitally created and or provided by Eclipse Corporation ,designed to provide unlocked access to the Software and its functionality.
- 1.2** **Evaluation License.** Subject to all of the terms and conditions of this Agreement, Eclipse Corporation grants You a limited, royalty-free, non-exclusive, non-transferable license to download and install a copy of the Software from www.docorigin.com on a single machine and use it on a royalty-free basis for no more than 120 days from the date of installation (the "**Evaluation Period**"). You may use the Software during the Evaluation Period solely for the purpose of testing and evaluating it to determine if You wish to obtain a commercial, production license for the Software. This evaluation license grant will automatically end on expiry of the Evaluation Period and you acknowledge and agree that Eclipse Corporation will be under no obligation to renew or extend the Evaluation Period. If you wish to continue using the Software You may, on payment of the applicable fees, upgrade to a full license (as further described in section 1.3 below) on the terms of this Agreement and will be issued with a License Key for the same. If you do not wish to continue to license the Software after expiry of the Evaluation Period, then You agree to comply with the termination obligations set out in section [7.3] of this Agreement. For greater certainty, any document generated by you under an evaluation license will have a 'spoiler' or watermark on the output document. Documents generated by DocOrigin software that has a valid license key file also installed will not have the 'spoiler' produced. You are not permitted to remove the watermark or 'spoiler' from documents generated using the software under an evaluation license.
- 1.3** **Development and Testing Licenses.** Development and testing licenses are available for purchase through authorized distributors and resellers of Eclipse Corporation only. Subject to all of the terms and conditions of this Agreement, Eclipse Corporation grants You, a perpetual (subject to termination by Eclipse Corporation due to your breach of the terms of this Agreement), non-exclusive, non-transferable, worldwide

non-sub license able license to download and install a copy of the Software from www.docorigin.com on a single machine and use for development and testing to create collateral deployable to Your production system(s). You are not entitled to use a development and testing license for live production purposes.

- 1.4 Production Licenses.** Production licenses are available for purchase through authorized distributors and resellers of Eclipse Corporation only. Subject to all of the terms and conditions of this Agreement, Eclipse Corporation grants You, a perpetual (subject to termination by Eclipse Corporation due to your breach of the terms of this Agreement), non-exclusive, non-transferable, worldwide non-sub license able license to use the Software in accordance with the license type purchased by you as set out on your purchase order as further described below. For greater certainty, unless otherwise agreed in a purchase order concluded with an approved distributor of the Software, and approved by Eclipse Corporation, the default license to the Software is a per-CPU license as described in A. below:
- A. Per-CPU.** The total number of CPUs on a computer used to operate the Software may not exceed the licensed quantity of CPUs. For purposes of this license metric: (a) CPUs may contain more than one processing core, each group of two (2) processing cores is consider one (1) CPU., and any remaining unpaired processing core, will be deemed a CPU. (b) all CPUs on a computer on which the Software is installed shall be deemed to operate the Software unless You configure that computer (using a reliable and verifiable means of hardware or software partitioning) such that the total number of CPUs that actually operate the Software is less than the total number on that computer. Virtual Machines ("VM's") are considered as a server. Installing and configuring the software on multiple VM's requires one license per VM server. An enterprise license is available upon request. Pricing varies based on the size of the company.
 - B. Per-Document.** This is defined as a fee per document based on the total number of documents generated annually by merging data with a template created by the Software. The combined data and template produce documents of one or more pages. A document may contain 1 or more pages. For instance, a batch of invoices for 250 customers may contain 1,000 pages, this will be counted as 250 documents which should correspond to 250 invoices.
 - C. Per-Surface.** This is defined as a fee per surface based on the total number of surfaces generated annually by merging data with a template created by the Software. The combined data and template produce documents of one or more pages, the pages may be printed one side (one surface) or duplexed (2 surfaces). The documents may be rendered to a computer file (i.e. PDF), each page placed in the file is considered a surface. A document may contain 1 or more surfaces. For instance, a batch of invoices for 250 customers may contain 500 pages duplexed, this will be counted as 1000 surfaces.
- 1.5 Disaster Recovery License.** You may request a Disaster Recovery license of the Software for each production license You have purchased as a failover in the event of loss of use of the production server(s). This license is for disaster recovery purposes only and under no circumstance may the disaster recovery license be used for production simultaneously with a production license with which it is paired.
- 1.6 Backup Copies.** After installation of the Software pursuant to this EULA, you may store a copy of the installation files for the Software solely for backup or archival purposes. Except as expressly provided in this EULA, you may not otherwise make copies of the Software or the printed materials accompanying the Software.
- 1.7 Third-Party Software License Rights.** If a separate license agreement pertaining to an item of third-party software is: delivered to You with the Software, included in the Software download package, or referenced in any material that is provided with the Software, then such separate license agreement shall govern Your use of that item or version of Third-Party Software. Your rights in respect to any third-party software, third-party data, third-party software or other third-party content provided with the Software shall be limited to those rights necessary to operate the Software as permitted by this Agreement. No other rights in the Software or third-party software are granted to You.

2. LICENSE RESTRICTIONS

Any copies of the Software shall include all trademarks, copyright notices, restricted rights legends, proprietary markings and the like exactly as they appear on the copy of the Software originally provided to You. You may not remove or alter any copyright, trademark and/or proprietary notices marked on any part of the Software or related documentation and must reproduce all such notices on all authorized copies of the Software and related documentation. You shall not sublicense, distribute or otherwise make the Software available to any third party (including, without limitation, any contractor, franchisee, agent or dealer) without first obtaining the written agreement of (a) Eclipse Corporation to that use, and (b) such third party to comply with this Agreement. You further agree not to (i) rent, lease, sell, sublicense, assign, or otherwise transfer the Software to anyone else; (ii) directly or indirectly use the Software or any information about the Software in the development of any software that is competitive with the Software, or (iii) use the Software to operate or as a part of a time-sharing service, outsourcing service, service bureau, application service provider or managed service provider offering. You further agree not to reverse engineer, decompile, or disassemble the Software.

3. UPDATES, MAINTENANCE AND SUPPORT

- 3.1 During the validity period of Your License Key, You will be entitled to download the latest version of the Software from the DocOrigin website www.docorigin.com. Use of any updates provided to You shall be governed by the terms and conditions of this Agreement. Eclipse Corporation reserves the right at any time to not release or to discontinue release of any Software and to alter prices, features, specifications, capabilities, functions, licensing terms, release dates, general availability or other characteristics of the Software.
- 3.2 On expiry of your maintenance and support contract, you will have the right to continue using the current version(s) of the Software which you downloaded prior to the date of expiry of your License Key. However, you will need to renew maintenance and support in order to receive a new License Key that will unlock the more current version(s) of the Software. For greater certainty, if you attempt to use an expired License Key to download the latest version of the Software, the Software will revert to being a locked, evaluation copy of that version of the Software.

4. INTELLECTUAL PROPERTY RIGHTS.

This EULA does not grant you any rights in connection with any trademarks or service marks of Eclipse Corporation or DocOrigin. All title and intellectual property rights in and to the Software, the accompanying printed materials, and any copies of the Software are owned by Eclipse Corporation or its suppliers. All title and intellectual property rights in and to the content that is not contained in the Software, but may be accessed through use of the Software, is the property of the respective content owners and may be protected by applicable copyright or other intellectual property laws and treaties. This EULA grants you no rights to use such content. If this Software contains documentation that is provided only in electronic form, you may print one copy of such electronic documentation.

5. DISCLAIMER OF WARRANTIES.

TO THE GREATEST EXTENT PERMITTED BY LAW, THE LICENSED SOFTWARE AND TECHNICAL SUPPORT PROVIDED BY ECLIPSE CORPORATION HEREUNDER ARE PROVIDED ON AN "AS IS" BASIS AND THERE ARE NO WARRANTIES, REPRESENTATIONS OR CONDITIONS, EXPRESS OR IMPLIED, WRITTEN OR ORAL, ARISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING, USAGE OF TRADE OR OTHERWISE, REGARDING THEM OR ANY OTHER PRODUCT OR SERVICE PROVIDED UNDER THIS AGREEMENT OR IN CONNECTION WITH THIS AGREEMENT BY ECLIPSE CORPORATION. ECLIPSE CORPORATION DISCLAIMS ANY IMPLIED WARRANTIES OR CONDITIONS OF QUALITY, MERCHANTABILITY, MERCHANTABLE QUALITY, DURABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. ECLIPSE CORPORATION DOES NOT REPRESENT OR WARRANT THAT THE SOFTWARE SHALL MEET ANY OR ALL OF YOUR PARTICULAR REQUIREMENTS, THAT THE SOFTWARE WILL OPERATE ERROR-FREE OR UNINTERRUPTED OR THAT ALL ERRORS OR DEFECTS IN THE SOFTWARE CAN BE FOUND OR CORRECTED.

In certain jurisdictions, some or all of the provisions in this Section may not be effective or the applicable law may mandate a more extensive warranty in which case the applicable law will prevail over this Agreement.

6. INDEMNIFICATION & LIMITATIONS OF LIABILITY.

6.1 Eclipse Corporation shall defend and/or settle at its expense, any claims, actions, allegations or proceedings against You to the extent arising out of or relating to misappropriation or infringement by the Software of any third party's proprietary or intellectual property right ("Claims"), and Eclipse Corporation shall pay all damages finally awarded by a court of competent jurisdiction to such third party against You, or any settlement amounts agreed by Eclipse Corporation; subject to the conditions that, You shall notify Eclipse Corporation promptly of any You Claims, permit Eclipse Corporation to control the defense and settlement of such Claims and assist Eclipse Corporation, at Eclipse Corporation's expense, in defending or settling such Claims. Eclipse Corporation shall not be liable for any settlement amounts entered into by You without Eclipse Corporation's prior written approval. If Eclipse Corporation has reason to believe that it would be subject to an injunction or continuing damages based on the Software, then Eclipse Corporation may (and if Eclipse Corporation or any of its customers or third party software suppliers is subject to an injunction or continuing damages based on the Software), then notwithstanding any other provision in this Agreement, Eclipse Corporation shall be entitled to either modify the Software to make it non-infringing and/or remove the misappropriated material, replace the Software or portion thereof with a service or materials that provide substantially the same functionality or information, or, if neither of the foregoing is commercially practicable, require You to cease using the Software and refund to You (a) a pro rata portion of any one (1) time fees (based on a three (3) year, straight-line depreciation schedule from the date of payment), and (b) any fees that have been pre-paid by You but are unused. The foregoing notwithstanding, Eclipse Corporation shall have no liability for a claim of infringement or misappropriation to the extent caused by (i) the combination of the Software with any other service, software, data or products not provided or approved by Eclipse Corporation; or (ii) the use of any material provided by You or any end users, (iii) any breach by You of this Agreement. THE FOREGOING IS ECLIPSE CORPORATION'S SOLE AND EXCLUSIVE LIABILITY, AND YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY INFRINGEMENT OR MISAPPROPRIATION OF ANY THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS.

TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL ECLIPSE CORPORATION BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION, LEGAL EXPENSES, LOSS OF BUSINESS, LOSS OF PROFITS, LOSS OF REVENUE, LOST OR DAMAGED DATA, LOSS OF COMPUTER TIME, COST OF SUBSTITUTE GOODS OR SERVICES, OR FAILURE TO REALIZE EXPECTED SAVINGS OR ANY OTHER COMMERCIAL OR ECONOMIC LOSSES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF ECLIPSE CORPORATION HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES, OR SUCH LOSSES OR DAMAGES ARE FORESEEABLE.

6.2 THE ENTIRE LIABILITY OF ECLIPSE CORPORATION AND YOUR EXCLUSIVE REMEDY WITH RESPECT TO THE SOFTWARE AND TECHNICAL SUPPORT AND ANY OTHER PRODUCTS OR SERVICES SUPPLIED BY ECLIPSE CORPORATION IN CONNECTION WITH THIS AGREEMENT FOR DAMAGES FOR ANY CAUSE AND REGARDLESS OF THE CAUSE OF ACTION, WHETHER IN CONTRACT OR IN TORT, INCLUDING FUNDAMENTAL BREACH OR NEGLIGENCE, WILL BE LIMITED IN THE AGGREGATE TO THE AMOUNTS PAID BY YOU FOR THE SOFTWARE, TECHNICAL SUPPORT OR SERVICES GIVING RISE TO THE CLAIM.

6.3 THE DISCLAIMER OF REPRESENTATIONS, WARRANTIES AND CONDITIONS AND LIMITATION OF LIABILITY CONSTITUTE AN ESSENTIAL PART OF THIS AGREEMENT. YOU ACKNOWLEDGE THAT BUT FOR THE DISCLAIMER OF REPRESENTATIONS, WARRANTIES AND CONDITIONS AND LIMITATION OF LIABILITY, NEITHER ECLIPSE CORPORATION NOR ANY OF ITS LICENSORS OR SUPPLIERS WOULD GRANT THE RIGHTS GRANTED IN THIS AGREEMENT.

7. TERM AND TERMINATION

7.1 The term of this Agreement will begin on download of the Software and, in respect of an Evaluation License, shall continue for the Evaluation Period, and in respect of all other license types defined in Section 1, shall continue for as long as You use the Software, unless earlier terminated sooner under this section 7.

7.2 Eclipse Corporation may terminate this Agreement in the event of any breach by You if such breach has not been cured within thirty (30) days of notice to You. No termination of this Agreement will entitle You to a refund of any amounts paid by You to Eclipse Corporation or its applicable distributor or reseller or affect any obligations You may have to pay any outstanding amounts owing to Eclipse Corporation or its distributor.

- 7.3 Your rights to use the Software will immediately terminate upon termination or expiration of this Agreement. Within thirty (30) days of termination or expiration of this Agreement, You shall purge all Software and all copies thereof from all computer systems and storage devices on which it was stored, and certify such to Eclipse Corporation

8. GENERAL PROVISIONS

- 8.1 **No Waiver.** No delay or failure in exercising any right under this Agreement, or any partial or single exercise of any right, will constitute a waiver of that right or any other rights under this Agreement. No consent to a breach of any express or implied term set out in this Agreement constitutes consent to any subsequent breach, whether of the same or any other provision.
- 8.2 **Severability.** If any provision of this Agreement is, or becomes, unenforceable, it will be severed from this Agreement and the remainder of this Agreement will remain in full force and effect.
- 8.3 **Assignment.** You may not transfer or assign this Agreement (whether voluntarily, by operation of law, or otherwise) without Eclipse Corporation's prior written consent. Eclipse Corporation may assign this Agreement at any time without notice. This Agreement is binding upon and will inure to the benefit of both parties, and their respective successors and permitted assigns.
- 8.4 **Governing Law and Venue if You are located in the USA.** This Agreement shall be governed by the laws of the State of Texas if You are located in the USA. No choice of laws rules of any jurisdiction shall apply to this Agreement. You consent and agree that the courts of the State of Texas shall have jurisdiction over any legal action or proceeding brought by You arising out of or relating to this Agreement, and You consent to the jurisdiction of such courts for any such action or proceeding.
- 8.5 **Governing Law and Venue if You are not located in the USA.** This Agreement shall be governed by the laws of the Province of Ontario in Canada if You are not located in the USA. No choice of laws rules of any jurisdiction shall apply to this Agreement. You consent and agree that the courts of the Province of Ontario in Canada shall have jurisdiction over any legal action or proceeding brought by You arising out of or relating to this Agreement, and You consent to the jurisdiction of such courts for any such action or proceeding.
- 8.6 **Entire Agreement.** This Agreement is the entire understanding and agreement between You and Eclipse Corporation with respect to the subject matter hereof, and it supersedes all prior negotiations, commitments and understandings, verbal or written, and purchase order issued by You. This Agreement may be amended or otherwise modified by Eclipse Corporation from time to time and the most recent version of the Agreement will be available on the Eclipse Corporation website www.docorigin.com.

Last Updated: July 22, 2017



Exhibit E
Statement of Work

Statement of Work, if applicable, to be inserted prior to Agreement execution.

9.2 Exceptions

Town of Palm Beach, Florida ("Client")
Request for Proposals: Building and Zoning Permit Software

Tyler Statement Regarding Exceptions to the Aforementioned Procurement Document(s)

Tyler's Proposal is based on the delivery of the requested software and services according to Tyler's standard implementation methodology and Tyler's standard contract(s). That methodology, and that contract(s), have been refined and enhanced over Tyler's many years of operation in the public sector information technology market. ***Tyler's submission of its Proposal does not constitute a waiver of Tyler's right to negotiate any and all terms to the mutual satisfaction of the parties.*** Tyler shall be obligated to provide products and services only upon execution, and under and according to the terms and conditions, of the mutually negotiated contract between Tyler and the Client.

Tyler will consider its implementation methodology and its contract(s) to be the starting point for those negotiations unless expressly stated otherwise in its Proposal. Tyler's standard contract(s) are included for your reference. To the extent you request to incorporate your bid documents and our proposal documents into the contract package, we will agree to do so as long as the order of priority is (a) the final, negotiated contract; (b) our proposal documentation; and (c) your bid documentation.

Tyler has also provided its Evidence of Insurance certificate and its source code escrow agreement with Iron Mountain (to the extent you desire to escrow the Tyler source code under a perpetual license agreement). Tyler's insurance program and source code escrow arrangements are established at a corporate level and are not subject to change on an individual customer basis.

Tyler is providing representative "exceptions" to standard procurement terms and conditions for your review. This representative list does not negate any of the expectations Tyler has stated above.

- **Insurance:** During the course of performing services under an agreement with the Client, we will agree to maintain the following levels of insurance: (a) Commercial General Liability of at least \$1,000,000; (b) Automobile Liability of at least \$1,000,000; (c) Professional Liability of at least \$1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least \$5,000,000. We agree to secure our insurance from a carrier with a minimum AM Best rating of A-:VII. Tyler's insurer evidences Tyler's insurance coverage using a standard Acord form. The coverage limits set forth on our certificate of insurance do not apply separately. Certificates of insurance listing the customer as certificate holder are available upon request after a contract is signed. Copies of Tyler's insurance policies are only made available in the event a claim is disputed or denied. Tyler will disclose its deductibles upon written request, but those deductibles are not subject to customer approval. Tyler is well-positioned financially to satisfy its deductibles. At your request during contract negotiations, we will add language to the insurance provision that adds you as an additional insured to our commercial general liability and auto liability policy for claims arising out of or relating to the contract, which automatically affords you the same status under our excess/umbrella liability policy. A Certificate of Insurance reflecting that status may be provided at your request after the contract is executed. Our carrier has issued blanket endorsements regarding additional insured status; we do not issue separate endorsements specific to each customer. We agree that our insurance is primary for claims under our CGL or auto policies that arise out of or relate to the contract and are between us and you. If required, Tyler will agree to waive subrogation, but only on claims under our CGL or auto policies that arise out of or relate to the

contract and are between us and you, except to the extent the damage or injury is caused by you. If you require it in the contract, we will agree to provide you with notice of cancellation, non-renewal or reduction in our insurance coverages below the minimum requirements set forth in the contract within thirty (30) days thereof. Renewal certificates of insurance will be provided as close as practicable to the date the applicable policy or policies is/are renewed.

- Ownership: We do not agree to work for hire provisions. Tyler retains all intellectual property and confidentiality rights in and to our proprietary and/or confidential information and deliverables.
- Public Disclosure: We reserve the right to protest the public disclosure of our confidential business information/trade secrets but will comply with applicable public records laws.
- Pricing: Unless expressly indicated otherwise, our Proposal contains estimates of the amount of services and associated expenses needed, based on our understanding of the size and scope of your project. The actual amount of services and expenses depends on such factors as your level of involvement in the project and the speed of knowledge transfer. If required, we will provide a not-to-exceed quote once the scope of services has been finalized. Unless noted otherwise, our services rates do not include travel expenses, which are separately estimated and are payable in accordance with our then-current Business Travel Policy. Unless expressly indicated otherwise, the fees we have quoted do not include any taxes.
- Compliance with RFP: Tyler's Proposal is in compliance and subject to the RFP terms, **except as modified by, taken exception to, and as otherwise provided in Tyler's proposal.**

Project Management Plan

Tyler Technologies

Table of Contents

Introduction.....	4
Scope Management Plan.....	5
Purpose.....	5
Scope Management Approach	5
Scope Roles and Responsibilities	5
Project Scope Statement	6
Scope Verification	6
Scope Control	6
Scope Change	6
Communication Plan	8
Purpose.....	8
Communications Planning	8
Information Distribution.....	8
Roles and Responsibilities	8
Sample Communication Plan Matrix	9
Resource Management Plan	12
Purpose.....	12
Physical Resource Requirements.....	12
Facility Resource Matrix	12
Human Resources Requirements Matrix.....	14
Quality Management Plan.....	15
Purpose.....	15
Quality Approach.....	15
Quality Planning	15
Quality Assurance	15
Quality Control	16
Risk Management Plan	17
Purpose.....	17
Risk Assessment Procedures	18
Risk Management Procedures.....	18
Risk Measuring and Control Procedures	18
Risk Register	19

Risk Assessment	20
Risk Evaluation.....	21
Probability and Impact Matrix.....	22
Risk Management Planning	22
Risk Measuring and Control.....	23
Quality Control Checklist	25

Introduction

All successful implementations require strategic planning, performed at various stages throughout the project lifecycle. This Implementation Management Plan is a compilation of what Tyler considers to be some of the most important management plans needed during implementation. Please make sure to add the client's Change Management Plan to the Project SharePoint, as well as any other relevant management plans that may have been developed.

One of the biggest challenges faced with Management Plans is actually putting them to use. Too often, the burdens of day-to-day project activities seem to outweigh the importance of having a plan in place; especially one that is clearly communicated, carefully followed, and revised as needed. Tyler's implementation methodology carefully establishes a formal placeholder for planning sessions at the onset of each phase and requires acceptance of the Management Plan as a deliverable.

Scope Management Plan

Purpose

The focus of the Scope Management Plan is on managing the scope of the project as it is defined at the onset of the project/phase and determining when changes are to be considered, how requests are to be processed through the organization, and who is involved in authorizing the change to scope.

This plan documents the scope management approach, roles and responsibilities as they pertain to scope change control. Any project communication which pertains to the project's scope should adhere to the Scope Management Plan.

Scope Management Approach

It is important to clearly define the approach to managing the project's scope. This section provides a summary of the Scope Management Plan and addresses the following:

- Authorities and responsibilities for scope management
- Scope change process (who initiates, who authorizes, etc.)

Scope management will be the responsibility of both the client and Tyler Project Managers. The scope for this project is defined by the Agreement and Scope Statement.

Scope Roles and Responsibilities

In order to successfully manage a project's scope, it is important to clearly define all roles and responsibilities for scope management. This section defines all of the project roles of those who are involved in managing the scope of the project. It should state who is responsible for scope management and who is responsible for accepting the deliverables of the project as defined by the project's scope. Any other roles in scope management should also be stated in this section.

The Project Managers, Sponsor and project team will all play key roles in managing the scope of this project. As such, the Project Sponsor, Project Managers, and team members must be aware of their responsibilities in order to ensure that work performed on the project is within the established scope throughout the entire duration of the project. The table below defines the roles and responsibilities for scope management.

Name	Role	Organization	Responsibility
	Project Manager	client	Evaluate Change Request, Prepare Change Request Form
	Project Manager	Tyler	Prepare response to Change Request Form, Evaluate impact to schedule, budget
	Steering Committee	client	Evaluate the recommendations from the Project Team, weigh the benefits vs. cost of budget/timeline impact, make decisions on scope changes
	Project Sponsor	client	

Project Scope Statement

The scope statement provides a description of the deliverables, assumptions, and acceptance criteria and will be uploaded to the Project SharePoint site for reference throughout the project.

Scope Verification

As the project progresses, the client Project Manager will verify project deliverables and control points against the Project Scope Statement. Once the client Manager verifies that they meet the requirements, the client Project Manager complete the acceptance of the deliverable/Control Point. This will ensure that project work remains within the scope of the project on a consistent basis throughout the life of the project.

Scope Control

The Project Managers and the project team will work together to control of the scope of project. The project team will ensure that they perform only the work described in the project scope statement. The Project Manager will oversee the project team and the progression of the project to ensure that this scope control process is followed and progress is reported through Project Scope measurements tools as defined above in the project scope statement.

Scope Change

If a change to project scope is needed, the process for recommending and estimating changes to the scope of the project must be carried out. Any client project team member or Sponsor can request changes to the project scope. All change requests must be submitted to the client Project Manager in the form of a project change request document. The client Project Manager will then review the suggested change to the scope of the project. The client Project Manager will then either reject the change request if it does not apply to the intent of the project, or convene a Change Control meeting with the project team and Steering Committee to review the change request further and determine if the client is ready to submit a change request to Tyler to gather cost and schedule information, so a full impact assessment of the change can be performed.

Upon receipt of a change request document, Tyler Project Manager will review the request with the appropriate Tyler resources to determine if the scope change can be accomplished and/or meets the products' requirements, depending on whether the change is one requiring implementation services or product change. If Tyler decides to move forward with the scope change, the Tyler Project Manager will prepare a Project Change Request form, including any budgetary or schedule impacts, and a description of the services and/or product change. The Change Request Form will be provided to the client Project Manager for review with the project team and Steering Committee.

If the client Project Manager and Steering Committee approve the Scope Change Form, the Tyler Project Manager will determine if further action is required before proceeding with the scope change. The client and Tyler Project Managers will update all project documents and communicate the scope change to all project team members' stakeholders.

Communication Plan

Purpose

The purpose of the Communication Plan is to detail how communications will be managed throughout the project life cycle. The plan will include all planned and periodic communications occurring between the project stakeholders, scheduled written and oral communication, the frequency of the scheduled communications and the responsible person(s) for providing the information. A routine communication plan will aid all Project team members, of both the client and Tyler, in understanding the goals, objectives, current status and health of the Project.

Communications Planning

Communication Planning determines the information and communications needs of the project. Here we will identify who needs what information, when they will need it, how it will be given to them, and by whom. Identifying the informational needs of the stakeholders and determining a suitable means of meeting those needs is an important factor for project success. In addition to documenting the approach to communications identification and analysis, the plan should cover who is responsible for managing communications, how communications will be tracked throughout the project lifecycle, and how mitigation and contingency plans are developed and implemented.

Information Distribution

Throughout the project, this plan will be maintained to ensure that necessary information is made available to project stakeholders in a timely manner. This plan will impact the following members:

Members	Inform	Involve	Invoke Action	Gain Buy-In
Project Team	√	√	√	
User Group	√	√		√
Stakeholder Group	√	√		√
External / Public Audience	√			√

Roles and Responsibilities

In order to successfully manage project communication, it is important to clearly define all roles and responsibilities for communication management. This section should define the communication role of the Project Manager, Project Team, Stakeholders and other key persons who are involved in the project. It should state who is responsible for each communication. The participants and stakeholders involved in managing project communications are defined in the Communication Matrix. In some cases, one individual may perform multiple roles in the process. At a minimum, we recommend the items in the Sample Communication Matrix be assigned and implemented.

Sample Communication Plan Matrix

Message	Objective/ goal	Target Audience	Owner(s)	Frequency	Medium or method	Timing	Notes
Stakeholder Meeting	Reasons for upgrade; WIIFM; overall project timeline; who to contact with questions, high level scope outline	Functional Leaders, Project Team, Stakeholders	Client PM, Tyler PM	Start of overall project	Group presentation	Early in Phase 1	Cover: What, Why, When, Who, Where Do we need anything from end users yet?
Project Planning Meetings	Roles and responsibilities will be outlined as well as Implementation Management Plans and initial schedule development.	Client Project Manager, Phase Functional Leaders	Tyler PM, Client PM	Start of overall project	Presentation and Planning Document	Early in Phase 1	Bring blackout dates to meeting
Executive Mandate	Organization will understand the purpose and importance of the project as well as the level of commitment required to make it successful.	Entire Organization	Client Executive Officer	Start of overall project	Email	Early in Phase 1	Recognize challenges and emphasize long term value
Executive Project Status Updates	Provide overall project direction and status.	Client Management; Sponsors	Client PM	Quarterly at Steering Committee meeting	Status Reports, Budget Reports	Start in Phase 1	

Message	Objective/ goal	Target Audience	Owner(s)	Frequency	Medium or method	Timing	Notes
Client Project Team Meetings	Provide key project participants with detailed information regarding project task status, schedules, progress, and budget.	Functional Leaders, Project Team	Client PM	Weekly	Status Reports, In Person Meetings	TBD	
Tyler Status Meetings	Provide effective and timely communication to the Client PM on the status of the Tyler Project at a detailed level. The goal is to keep the project team abreast of the current project status, project issues, upcoming events, and project milestones at a detailed level. Delivery point will be to Client PM for distribution to the Project Team.	Tyler PM and Client PM	Tyler PM	Bi-Weekly until 90 days from LIVE, then Weekly	Status Report	TBD	Review schedule, issues and actions, deliverables
Project Plan	Communicate clearly defined tasks, milestones, schedules and dependencies.	Client Project Manager, Functional Leaders, Project Team	Tyler PM	Evolving	SharePoint	Updated weekly	

Message	Objective/ goal	Target Audience	Owner(s)	Frequency	Medium or method	Timing	Notes
Project Sign-Offs	Provide clear acceptance and authorization to proceed to next step in implementation.	Client Project Manager, Functional Leaders, Project Team, Tyler PM	Tyler PM	Evolving	Hardcopy, or Electronic Approval		
Project Web Space	Provide information and support for the project goals to the community and organization	Functional Leaders, Project Team, Organization, Community	Client PM	Evolving	Client Intranet and Website		
FAQ Document	Answer frequently asked questions about the project and its benefits	Organization	Client PM	Evolving	TBD		
Project Change Request Form	Provide clear description about requested changes to project scope, budgetary or schedule impacts, and a description of the services and/or product change.	Organization	Tyler PM, Client PM	Evolving	SharePoint	As requested	Agreement to proceed with changes may result in a contract amendment.

Resource Management Plan

Purpose

The purpose of the Resource Management Plan is to identify and define the necessary roles and positions needed to support the project successfully, as well as other types of needed project resources such as training facilities, meeting space, offices, and equipment. Knowing when, and for how long, each resource is needed is critical to planning and controlling project costs, staff backfill requirements, and everyday project management logistics.

Physical Resource Requirements

- Analysis Facility
 - Conference Room or open meeting space free of interruptions to accommodate all users comfortably
 - Space for attendees to take notes and organize documents
 - Internet connection
 - Projector and screen
 - White board/smart board or flip chart
 - Speaker phone

- Training Facility – Functional Leads, Power Users and End Users
 - Training environment free of interruptions
 - Space for trainees to take notes and organize documents
 - Internet connection
 - Access to the Tyler system
 - Projector and screen
 - A working networked Tyler printer
 - Speakerphone
 - White board/smart board or flip chart
 - Ideally one computer per user being trained and a trainer computer

Facility Resource Matrix

	Analysis 1	Analysis 2	Training 1	Training 2
Room name/number				
Exact location				
Purpose (analysis, training, decentralized training, backup)				
Number of computers				

Is there a separate station for the instructor?				
Total capacity				
Networked printer available?				
Is there access to the Tyler system? Or estimated date for access.				
Number of internet connections (or note if wireless)				
Speakerphone?				
Whiteboard or flipchart?				
First date available				
End date available				
Is room dedicated to project? If not, who reserves it?				
Is there a permanent projector & screen? If not, who reserves them?				
Is the room locked? If so, who will have access?				
Other room considerations				

Human Resources Requirements Matrix

ID	Role	When needed?	Desired Skill Level				Actual Skill Level				Skill Development Strategy
			A	B	C	D	A	B	C	D	
01	Project Manager	Project Initiation through Project Closure	x								

A=proficient, B = well experienced, C = experienced, D = basic

Quality Management Plan

Purpose

The purpose of the quality management plan is to define the responsibilities, activities, and metrics used in measuring and ensuring quality throughout the project. As with all projects, quality crosses various layers of work; implementation, processes, deliverables, software, and management. All layers require scrutiny and continuous adjustment in order to ensure project success, more commonly known as: Plan, Do, Check, Act.

Quality Approach

The project quality approach for this project involves stakeholders and all other project team members beginning at the inception of project stages. This allows the team to focus on items related to quality in the initial stages so that specific quality activities and standards are incorporated right from the start. The project will also use status reports as a tool to communicate any quality risks or issues that arise.

Quality Planning

Identify Quality Metrics

The Project Team must agree on the metrics by which quality will be measured. For instance, if a process can be achieved in the software “out of the box,” but requires a process change that users are resisting because it represents change, the Project Team should agree to assign a metric of “Pass.” Likewise, if a core software process required for production processing cannot be completed successfully in a test scenario, there are no viable work-arounds available, the Project Team should agree to assign a metric of “Fail,” and submit it for re-testing.

Establish Quality Control Checklist

The quality management plan identifies the quality control checklist that will be used throughout the project. A baseline quality control checklist has been attached as a starting point for the project but may be modified or added to as needed.

Issue Resolution

The Client Project Manager will schedule separate meetings, as needed, to discuss project process improvements and determine corrective actions. The results of the meeting activities are then documented and acted on, where possible, so that future project phases are improved by incorporating lessons learned. This approach minimizes issues at the end of the project and facilitates a successful Go-live. These meetings should be addressed as part of the Schedule Management Plan.

Quality Assurance

Quality assurance is focused on the project's processes and, when executed properly, provides confidence that quality requirements can be fulfilled. The iterative process for providing quality assurance will include review and completion of the following for each phase of the project:

- Control Point 1: Initiate & Plan Stage Acceptance
- Control Point 2: Assess & Define Stage Acceptance
- Control Point 3: Prepare Solution Stage Acceptance
- Control Point 4: Production Readiness Stage Acceptance
- Control Point 5: Production Stage Acceptance
- Control Point 6: Close Stage Acceptance

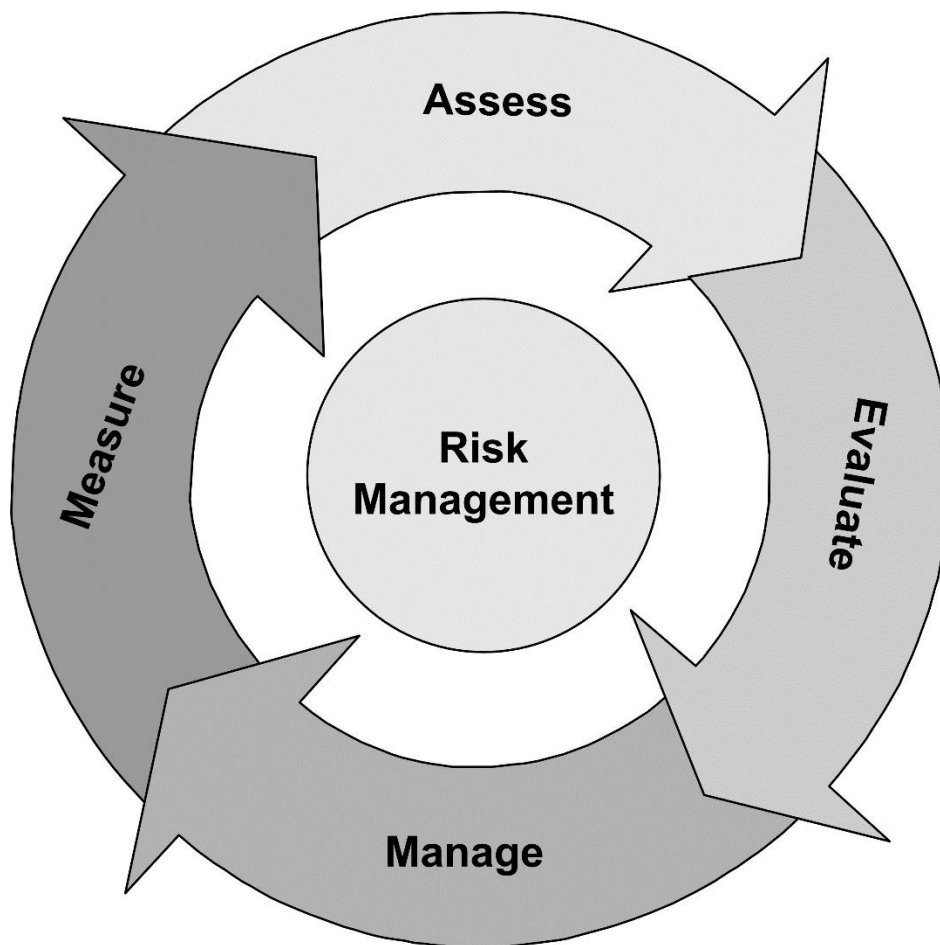
Quality Control

Quality control is focused on the project's product as opposed to its processes. It involves listing all of the expected deliverables, testing activities, acceptance criteria, and quality control owners. This list may include items that extend beyond Tyler's involvement, but should be maintained as one, cohesive quality control checklist. The checklist is a document that will likely change over the life of the project as lessons learned influence future quality planning.

Risk Management Plan

Purpose

A Risk Management Plan defines methods and procedures for assessing and dealing with internal or external threats that could potentially undermine the implementation. The following diagram illustrates the key elements of a comprehensive risk management plan and the lifecycle of how risk can be defined and managed during the project.



Risk Assessment Procedures

The risk assessment process should identify the likelihood of all potential risks and the impact on the organization if that threat occurred.

The following tables should be customized for this project, based on the organizational structure and complexity of the client.

Process	Owner	Time Estimate
A meeting with Functional Leads and other identified team members will be held to identify risks using a SWOT analysis.	Tyler PM client PM	1 hour session
The Risk Register is updated with the identified risks, and other required information.	client PM enters client risks; Tyler PM enters Tyler risks, collaborates with client PM	1 hour effort
E-mail: At the end of each of the above activities, the Project Team and other client attendees will be asked to e-mail the client PM with any additional opportunities or risks that occur to them after the session. client PM will update the Risk Register with the identified risks.	Stakeholders client PM	1 hour for responses 1 hour documentation

Risk Management Procedures

Process	Owner	Time Estimate
Risks with scores higher than 14 will be assigned to the Project Team, Power Users, and Executive Sponsor/Management if necessary. Each risk owner will be assigned to develop strategies avoid, if possible, or mitigate/transfer the risk, or to increase the chance for an opportunity. Risk owners are given 1 week to complete.	Project Team client Executive Sponsor (if needed), Tyler Executive Management (if needed)	4 hours
The Project Team will discuss the risk response strategies and agree on the response to be taken should a risk trigger occur, or if it's about to occur. These responses should be documented in the risk register.	Project Team	2 hours

Risk Measuring and Control Procedures

Process	Owner	Time Estimate
Monitoring: Risk owners are responsible for monitoring their risks and notifying the appropriate PM via e-mail when a trigger occurs and that the response plan has been initiated.	Risk Owners	4 hours
New Risk Identification: Any stakeholder can identify additional risks. The stakeholder should notify the PM of the new risk (or possible risk) via e-mail.	Stakeholders	1 hour
Audits: The PM will be responsible for overseeing risk activities and ensuring the risk register is updated.	client PM Tyler PM	2 hours per month
Review: The project team will review the project's high priority risks biweekly and all risks monthly.	Project Team Tyler PM client PM	1 hour per month
Reporting: Risks will be reported in two ways. First, the Tyler PM and client PM maintain a Risk Register in a central location accessible by both parties. The Risk Register will contain a list of risks identified for the project, the priority of the risk, the risk owner, and a current status of any active risks. Second, the status report will contain a summary of the high priority risks and any new risks identified and added to the Risk Register.	client PM Tyler PM Tyler PM	1 hour per month

Risk Register

The project's risk register will be created and maintained during the risk management process and will become part of the Implementation Management Plan. All identified risks should be entered in the register.

Entered in the risk register during or after Risk Assessment¹:

- Risk ID – A unique identifier for the risk. To be used when referring to risks in meetings and communications.
- Title – A description of the risk.
- Description of Impact on Project if Risk Occurs – If the risk occurs, will it impact scope, schedule, cost, user satisfaction, etc.?
- Possible Triggers – Listing of the triggers of the risk.
- Date Reported – The date the risk was identified.
- Status – Identifies whether the risk is a priority, on the watch list, or closed (see risk response section below).
- Probability – The likelihood that the risk will occur. See the Risk Evaluation section below for possible values.

¹ Exact headings may vary.

- Impact – The effect on project objects if the risk event occurs.
- Risk Score – Reflects the severity of the risks effect on objectives. The risk score is determined by multiplying the risk probability and risk impact values. The intent is to assign a relative value to the impact on project objectives if the risk in question should occur.

Entered in the risk register during or after Risk Management Planning:

- Current Owner – Person(s) responsible for the risk if it should occur.
- Response Strategy – The strategy that is most likely to be effective.
- Risk Response Plan – Specific actions to enhance opportunities and reduce threats to the project’s objectives based on the most likely strategy.

Risk Assessment

For the purpose of this Implementation Management Plan, Tyler has selected the SWOT Analysis risk assessment technique. While there are other options available, and the client may augment their Risk Analysis using other techniques, the following outline will be used for the Tyler Implementation.

SWOT Analysis

A SWOT Analysis is a strategic planning tool used to evaluate the Strengths, Weaknesses, Opportunities, and Threats involved in a project or in a business venture. Strengths and weaknesses are internal to an organization. Opportunities and threats originate from outside the organization.

SWOT analysis, usually performed early in the project development process, helps organizations evaluate the environmental factors and internal situations facing a project. Strengths and weaknesses are attributes that measure your internal capability.

Opportunities and threats refer to how the external environment affects your team/business/group. Ideally a cross-functional team or a task force that represents a broad range of perspectives should carry out SWOT analyses.

SWOT Analysis Template

Project Name:
Prepared by:
Date:
Project Manager:
SWOT Analysis Facilitator:
SWOT Analysis Participants:

SWOT Analysis Recorder:
Date of SWOT Analysis:
Project Strengths: (What potential strengths exist about the project, the project team, the sponsor, the organization structure, the client, the project schedule, the project budget, the product of the project, and so on?)
1.
2.
3.
4.
Project Weaknesses: (What potential weaknesses exist about the project, the project team, the sponsor, the organization structure, the client, the project schedule, the project budget, the product of the project, and so on?)
1.
2.
3.
4.
Project Opportunities: (What potential opportunities exist in regard to achieving the project requirements, the product requirements, the project schedule, the project resources, the project quality, and so on?)
1.
2.
3.
4.
Project Threats: (What potential threats exist in regard to achieving the project requirements, the product requirements, the project schedule, the project resources, the project quality, and so on?)
1.
2.
3.
4.

Risk Evaluation

Each identified risk should be assigned a probability score and an impact score and these should be recorded on the risk register. The scores may change over the course of the project, so should be reviewed

and updated regularly. For instance, a risk may have a low impact at the start of the project, but may have a high impact as the project progresses.

Likelihood or Probability of each risk

5	Very likely to occur
4	Probably will occur
3	May occur
2	Unlikely to occur
1	Very unlikely to occur

Potential Impact of each risk on the project

5	Event poses very high cost, schedule, or other failure
4	Event poses major cost, schedule, or other increases
3	Event poses moderate increases, but requirements may still be met
2	Event poses small increases, but requirements may still be met
1	Event has little impact on the project

Probability and Impact Matrix

After determining risk scores for each risk's probability and impact, use the following scale to determine the risk priority. Risks with ratings (Risk rating = probability score x impact score) of 10 or higher should be evaluated and reviewed regularly, and should appear on the status reports. Medium and Low risks should be monitored and scores should be re-evaluated throughout the project, as impact and probability change.

		Impact				
Probability		1	2	3	4	5
	5	5	10	15	20	25
	4	4	8	12	16	20
	3	3	6	9	12	15
	2	2	4	6	8	10
	1	1	2	3	4	5

After determining the risk ratings for each identified risk, the Risk Register should be updated to reflect the appropriate status for each risk. At this time, each risk will have a status of either "Watch List" for risk scores less than 10, or "Priority" for risk scores of 10 or higher.

Risk Management Planning

Management of risk should be planned for all high priority risks (risk score of 10 or greater) to plan for what will need to happen if the risk is triggered. Risks will be assigned risk owners who will be responsible for watching the risks and implementing these responses if the causes that trigger the risks have occurred, or are about to occur. The risk owners should also identify secondary risks that occur as a result of implementing the risk response, or risks that remain after the response has been implemented.

The following strategies will be used for determining the appropriate response for each risk or opportunity and should be recorded for each high priority risk, along with the chosen response for the risk.

- Threats:
 - *Avoid* – Risk avoidance entails changing the Project Plan to eliminate the risk or condition or to protect the project objectives from its impact.
 - *Transfer* – Risk transference is seeking to shift the consequence of a risk to a third party together with ownership of the response. Transferring the risk simply gives another party responsibility for its management; it does not eliminate it.
 - *Mitigate* – Risk mitigation seeks to reduce the probability and/or consequences of an adverse risk event to an acceptable threshold. Taking early action to reduce the probability of a risk's occurring or its impact on the project is more effective than trying to repair the consequences after it occurs.
 - *Accept* – This technique indicates that the project team has decided not to change the Project Plan to deal with a risk or is unable to identify any other suitable response strategy.
- Opportunities:
 - *Exploit* – Exploitation entails taking actions to ensure that the opportunity will occur and that the project will benefit from it.
 - *Share* – Sharing the opportunity is seeking to shift the consequence of a risk to a third party in order to gain benefit for the project. Transferring the risk simply gives another party responsibility for its management; it does not eliminate it.
 - *Enhance* – Enhancing seeks to increase the probability and/or impact of an opportunity. Taking early action to increase the probability of an opportunity occurring or its impact on the project is more effective than taking no proactive action, yet hoping that it might occur.
 - *Accept* – This technique indicates that the project team has decided not to change the Project Plan to deal with an opportunity or is unable to identify any other suitable response strategy.

The Risk Register should be updated upon completion of risk management planning. If the risk plan is to mitigate, the original probability and impact scores should be updated to reflect the current status, as the scores will likely be lower than before risk management planning. Risk Owners should be assigned to all risks at this time.

The Project Plan should be updated to incorporate any activities associated with risk response plans that will be implemented. Risk response activities that will be implemented only if a risk trigger has occurred or is about to occur should not be entered into the Project Plan at this time.

Risk Measuring and Control

Quality Control Checklist

ID	TYPE	TITLE	SCOPE	ACCEPTANCE CRITERIA	ACCEPTED			REVIEWER	DATE	COMMENTS
					Yes	No	N/A			
1	D	Project Management Plan	The Project Management Plan addresses how communication, quality control, risks/issues, resources and schedules, and software upgrades (if applicable) will be managed throughout the lifecycle of the Project.	Review and acknowledge receipt of Project Management Plan						
2	D	Initial Project Schedule	Task list, assignments and due dates	Acceptance of schedule based on resource availability and Project budget and goals						
3	CP	Hardware installed (if applicable)								
4	CP	System infrastructure audit complete and verified	Client complete the system infrastructure audit, ensuring vital system infrastructure information is available to the Tyler implementation team, and verifies all hardware compatibility with Tyler solutions	N/A			x			

ID	TYPE	TITLE	SCOPE	ACCEPTANCE CRITERIA	ACCEPTED			REVIEWER	DATE	COMMENTS
				Yes	No	N/A				
5	CP	Stakeholder Presentation complete	Client stakeholders join Tyler Project Management to communicate successful Project criteria, Project goals, Deliverables, a high-level milestone schedule, and roles and responsibilities of Project participants	N/A		x				
6	D	Completed analysis Questionnaire (Design Document)	Provide comprehensive answers to all questions on Questionnaire(s)	Acceptance of completed Questionnaire based on thoroughness of capturing business practices to be achieved through Tyler solution.						
7	D	Data conversion summary and specification documents	Data conversion approach defined, data extract strategy, conversion and reconciliation strategy	Data conversion document(s) delivered to the Client, reflecting complete and accurate conversion decisions						
8	D	Modification specification documents, if contracted	Design solution for Modification	Client accepts Custom Specification Document(s) and agrees that the proposed solution meets their requirements						
9	D	Completed Forms options and/or packages	Complete Forms package(s) included in agreement and identify Reporting needs	Identify Forms choices and receive supporting documentation						

ID	TYPE	TITLE	SCOPE	ACCEPTANCE CRITERIA	ACCEPTED			REVIEWER	DATE	COMMENTS
					Yes	No	N/A			
10	D	Installation checklist	Tyler will conduct an initial coordination call, perform an installation of the software included in the Agreement, conduct follow up to ensure all tasks are complete, and complete server system administration training	Tyler software is successfully installed and available to authorized users, Client team members are trained on applicable system administration tasks						
11	CP	Tyler software is Installed	Purchased software and required peripheral software is installed	Installation completes successfully and applications can be opened						
12	CP	Solution Orientation is complete	Solution Orientation provided, including the use of eLearning, videos, documentation, and/or walkthroughs	Basic understanding of system functionality						
13	CP	Current/Future state analysis completed	Evaluate current state processes, options within the new software, pros and cons of each option based on current or desired state	Questionnaires delivered and reviewed						
14	CP	Data conversion mapping and extractions completed and provided to Tyler					x			
15	CP	Standard Interface Planning	Define/confirm which interfaces are needed (if not outlined in the Agreement). Tyler will provide a file layout for each Standard Interface				x			

ID	TYPE	TITLE	SCOPE	ACCEPTANCE CRITERIA	ACCEPTED			REVIEWER	DATE	COMMENTS
					Yes	No	N/A			
16	CP	Modification Analysis & Specification, if contracted	Tyler staff conducts additional analysis and develops specifications	Specifications meet Client requirements						
17	D	Initial data conversion	Data conversion program complete; deliver converted data for review	Initial error log available for review						
18	D	Data conversion verification document	Provide self-guided instructions to verify specific data components in Tyler system	Client acknowledges data conversion delivery; Client completes data issues log.						
19	D	Installation of Modifications on the Client's server(s)	Program for Modification is complete and available in Tyler software	Client acknowledges Delivery of Modification(s) meeting objectives described in the Client-signed specification						
20	D	Standard Forms & Reports Delivered	Installation of all Standard Forms & Reports included in the Agreement	Client acknowledges that Standard Forms & Reports available in Tyler software for testing						
22	CP	Application configuration completed	Review of primary configuration areas	Configuration complete and ready for testing						
23	CP	Data conversions (except final pass) delivered	Subsequent passes of data conversions delivered and validated	Conversions are validated and ready for final pass						
24	CP	Standard interface training provided	Use of standard interface tools is trained	Users have tools and have been trained						

ID	TYPE	TITLE	SCOPE	ACCEPTANCE CRITERIA	ACCEPTED			REVIEWER	DATE	COMMENTS
					Yes	No	N/A			
25	D	Go-live checklist	Dates for final conversion, date(s) to cease system processing in Legacy System, date(s) for first processing in Tyler system, contingency plan for processing	Client acknowledges the checklist delivery including definition of all pre-production tasks, assignment of owners and establishment of due dates						
26	D	User Acceptance Test Plan	Testing steps for Standard business processes	Client acknowledges that Testing steps have been provided for Standard business processes						
27	CP	Modification(s) tested and accepted, if applicable	Client performs test of modification	Modification performs as outlined in specification						
28	CP	Standard 3rd party Data Exchange programs tested and accepted	Client performs test of 3rd party data exchange	3rd party data exchanges perform as expected						
29	CP	Standard Forms & Reports tested and accepted	Client performs test of Forms & Reports	Forms & Reports perform as expected						
30	CP	Solution Validation completed	Client performs Solution Validation using provided scripts or customized scripts	Client to determine						
31	CP	End User training completed	End User Training performed according to scope	End Users trained						
32	D	Final data conversion, if applicable	Final passes of all conversions completed in this Phase	Client acknowledges that data is available in production environment						

ID	TYPE	TITLE	SCOPE	ACCEPTANCE CRITERIA	ACCEPTED			REVIEWER	DATE	COMMENTS
					Yes	No	N/A			
33	D	Client Services transition documents	Define support strategy for day-to-day processing, conference call with Client project manager(s) and Tyler Support team, define roles and responsibilities, define methods for contacting Support	Client acknowledges receipt of tools to contact Support and understands proper support procedures.						
34	CP	Final data conversion(s) delivered	Client provides final data extract and Reports from the Legacy System for data conversion and Tyler executes final data conversion, Client reviews final pass	Final pass is free of errors, or meets an acceptable level of error that may be fixed manually in Production						
35	CP	Transition to Tyler Client Services is completed	Tyler project manager(s) introduce the Client to the Tyler Support team	Call is completed						
36	CP	Post-live services have been scheduled, if applicable	Prior to scheduling services, the Tyler project manager(s) collaborate with Client project manager(s) to identify needs	Remaining services scheduled						

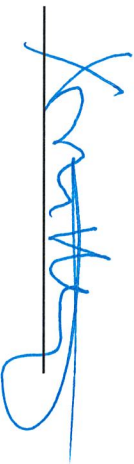
D – Deliverable CP – Control Point

RFP No. 2021-16 - Permitting Software for PZB - Summary of ordinal scoring

Companies			
Tyler Selection Committee Technologies, Inc. Energov			
Online Solutions, LLC			
Dude Solutions, Inc.			
James Murphy	1	3	2
Debby Moody	1	3	2
Jim Palmer	1	3	2
TOTAL	3	9	6

Date: 07/30/2021

Witness: 

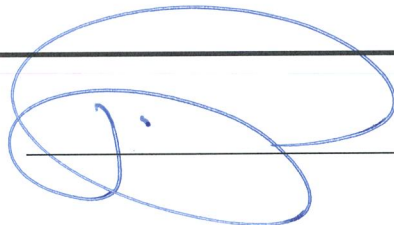


Note: The lowest score is the highest ranked company etc.

**RFP No. 2021-16 - Permitting Software for PZB
ORAL INTERVIEWS**

Committee Member: Jim Palmer

Proposer	Rank*
Tyler Technologies, Inc. - Energov	1
Online Solutions, LLC	3
Dude Solutions, LLC	2



Signature

7/30/2021
Date

* Rank responses with 1 (First Place), 2 (Second Place), and 3 (Third Place)

Comments:

**RFP No. 2021-16 - Permitting Software for PZB
ORAL INTERVIEWS**

Committee Member:

James G. Murphy

Proposer	Rank*
Tyler Technologies, Inc. - Energov	1
Online Solutions, LLC	3
Dude Solutions, Inc.	2



Signature

07/30/21
Date

* Rank responses with 1 (First Place), 2 (Second Place), and 3 (Third Place)

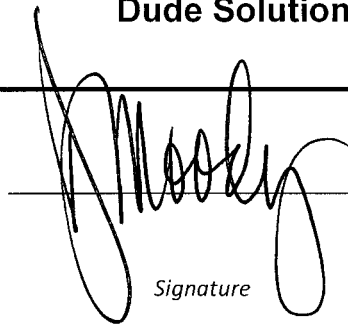
Comments:

**RFP No. 2021-16 - Permitting Software for PZB
ORAL INTERVIEWS**

Committee Member:

DEBORAH MOODY.

Proposer	Rank*
Tyler Technologies, Inc. - Energov	1
Online Solutions, LLC	3
Dude Solutions, Inc.	2


Signature

7/30/21
Date

* Rank responses with 1 (First Place), 2 (Second Place), and 3 (Third Place)

Comments:

TOWN OF PALM BEACH

Town Council Meeting on: August 10, 2021

Section of Agenda

Resolutions

Agenda Title

RESOLUTION NO. 083-2021 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving the Award of Invitation to Bid No. 2021-14, Tree Trimming to a Primary, Secondary, and Tertiary vendor in the Annual Amount of \$166,850 and a Proposed Five-Year Award in the Amount of \$855,250 Contingent upon Satisfactory Vendor Performance and Budget Authorization.

Presenter

Dean Mealy, Purchasing Manager

ATTACHMENTS:

- ▣ **Memorandum from Dean Mealy, Purchasing Manager**
- ▣ **Resolution**
- ▣ **Bid Tab**

TOWN OF PALM BEACH

Information for Town Council Meeting on: August 10, 2021

TO: Mayor and Town Council

VIA: Kirk W. Blouin, Town Manager

VIA: Jane Le Clainche, CPA Finance Director

FROM: Dean Mealy, CPPO Town Purchasing Manager

RE: Resolution to Approve the Award of Invitation to Bid No. 2021-14, Tree Trimming and Pruning to a Primary, Secondary and Tertiary Vendor in the Annual Amount of \$166,850 and a proposed Five Year Award of \$855,000 based on satisfactory vendor performance and annual budget authorizations, **Resolution No. 083-2021**

DATE: July 22, 2021

STAFF RECOMMENDATION

Town staff recommends that Town Council approve the Award of Invitation to Bid No. 2021-14, Tree Trimming and Pruning to a primary, secondary and tertiary vendor. The annual award is \$166,850. The proposed five year award is \$855,000 for all tasks based on satisfactory vendor performance and annual budget authorizations.

WHY THIS ACTION IS REQUIRED NOW

The contract for the Tree Trimming expired and a new solicitation was issued to meet Public Works maintenance schedules.

GENERAL INFORMATION

The Town has approximately 2,600 coconut trees which are trimmed bi-annually.

PROCUREMENT METHODOLOGY

Town Purchasing issued Invitation to Bid No. 2021-14 for Tree Trimming and Pruning. The objective was to select a Primary, Secondary and Tertiary Vendor based on pricing and reference checks. In the event that a vendor cannot provide service the option to go to a secondary vendor allows work to be performed as scheduled.

The solicitation was broadcast to 443 vendors. The Town had seven vendors submit bids. Two of the submittals were found to be non-responsive to the solicitation requirements. The recommended vendors for award are Sherlock Tree Company, Zimmerman Tree Services and Mignano Tree Care Inc.

Prior to recommendation to award to Sherlock Tree Company as the low, responsive, responsible bidder, Town staff met with the firm to garner satisfaction that the firm could adequately perform

the tasks as assigned in the ITB. It should be noted that staff had confidence in their ability to perform, based on their working knowledge of tree trimming, scheduling, equipment to perform the work and their on staff arborist.

A Best and Final Offer was requested from the low, responsive, responsible bidder. Sherlock provided an additional \$1,500 reduction in their contract pricing as submitted.

FUNDING/FISCAL IMPACT

Funding for this award will be from the Public Works Operations and Maintenance Budget.

PUBLIC WORKS REVIEW

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

TOWN ATTORNEY REVIEW

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

Attachments

cc: Paul Brazil, P.E. Public Works Director
Paul Colby, Facilities Division Manager
John Lawrence, Grounds and Street Maintenance Supervisor

RESOLUTION NO. 083-2021

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF
PALM BEACH, PALM BEACH COUNTY, FLORIDA,
APPROVING THE AWARD OF INVITATION TO BID NO. 2021-
14, TREE TRIMMING TO A PRIMARY, SECONDARY, AND
TERTIARY VENDOR IN THE ANNUAL AMOUNT OF \$166,850
AND A PROPOSED FIVE-YEAR AWARD IN THE AMOUNT OF
\$855,000 CONTINGENT UPON SATISFACTORY VENDOR
PERFORMANCE AND BUDGET AUTHORIZATION.**

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

Section 1. The Town Council of the Town of Palm Beach hereby approves Resolution No. 083-2021 approving the award of Initiation to Bid No. 2021-14, Tree Trimming to a primary, secondary, and tertiary vendor in the annual amount of \$166,850 and a proposed five-year award in the amount of \$855,000 contingent upon satisfactory vendor performance and budget authorization.

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

PASSED AND ADOPTED in a regular, adjourned session of the Town Council of the Town of Palm Beach assembled this 10th day of August, 2021.

Danielle H. Moore, Mayor

ATTEST:

Queenester Nieves, CMC, Town Clerk

BID TABULATION TREE TRIMMING AND PRUNING

ORGANIZATION	TOWN OF PALM BEACH												
BID DATE	JUNE 25 2021												
BID NUMBER	7002 Bid No. 2021-14 - Tree Trimming and Pruning Services												
BID QUANTITIES				Sherlock Tree Company		Zimmerman Tree Service		Mignano Tree Care Inc		Superior Landscaping & Lawn		The Original Mowbray's Tree	
REF NO.	ITEM DESCRIPTION	UNIT AMOUNT	UNIT	PRICE	TOTAL PRICE	PRICE	TOTAL PRICE	PRICE	TOTAL PRICE	PRICE	TOTAL PRICE	PRICE	TOTAL PRICE
1	Coconut Tree, Fronds piled and stocked for pickup as specified herein, spring trimming	2450	Tree	\$25.00	\$ 61,250.00	\$27.74	\$ 67,963.00	\$30.00	\$ 73,500.00	\$37.00	\$ 90,650.00	\$47.62	\$ 116,669.50
2	Coconut Tree, Fronds piled and stocked for pickup as specified herein, fall trimming	2450	Tree	\$25.00	\$ 61,250.00	\$27.74	\$ 67,963.00	\$30.00	\$ 73,500.00	\$37.00	\$ 90,650.00	\$48.59	\$ 119,045.50
3	Coconut Tree, Fronds dropped into Town provided vehicles as specified herein, spring trimming	200	Tree	\$25.00	\$ 5,000.00	\$27.49	\$ 5,498.00	\$30.00	\$ 6,000.00	\$29.00	\$ 5,800.00	\$47.62	\$ 9,524.00
4	Coconut Tree, Fronds dropped into Town provided vehicles as specified herein, fall trimming	200	Tree	\$25.00	\$ 5,000.00	\$27.49	\$ 5,498.00	\$30.00	\$ 6,000.00	\$29.00	\$ 5,800.00	\$48.59	\$ 9,718.00
5	Australian Pines - once a year service as specified herein	111	Tree	\$120.00	\$ 13,320.00	\$94.86	\$ 10,522.46	\$70.00	\$ 7,770.00	\$85.00	\$ 9,435.00	\$102.00	\$ 11,322.00
6	Sylvester Date Palms, spring Trimming	34	Tree	\$55.00	\$ 1,870.00	\$24.82	\$ 843.88	\$35.00	\$ 1,190.00	\$45.00	\$ 1,530.00	\$158.74	\$ 5,397.16
7	Sylvester Date Palms, fall trimming	34	Tree	\$55.00	\$ 1,870.00	\$24.82	\$ 843.88	\$35.00	\$ 1,190.00	\$45.00	\$ 1,530.00	\$161.98	\$ 5,507.32
8	Foxtail Palms, spring trimming	105	Tree	\$15.00	\$ 1,575.00	\$17.17	\$ 1,802.85	\$14.29	\$ 1,500.45	\$21.87	\$ 2,296.35	\$16.20	\$ 8,001.00
9	Foxtail Palms, fall trimming	105	Tree	\$15.00	\$ 1,575.00	\$17.17	\$ 1,802.85	\$14.29	\$ 1,500.45	\$21.87	\$ 2,296.35	\$77.76	\$ 8,164.80
TOTAL BASE BID				\$	152,710.00	\$	162,744.92	\$	172,150.90	\$	209,987.70	\$	293,348.78
TAX EXEMPT													
TOTAL BID AMOUNT				\$	152,710.00	\$	162,744.92	\$	172,150.90	\$	209,987.70	\$	293,348.78

TOWN OF PALM BEACH

Town Council Meeting on: August 10, 2021

Section of Agenda

Resolutions

Agenda Title

RESOLUTION NO. 084-2021 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving the Award of a Purchase Order to Aegion/Insituform Technologies, LLC for Lining of Sewer Pipes Within the A5 and A6 Basins From the National Cooperative Buyboard in the Amount of \$442,974.50 and Establish a Project Budget of \$487,271.

Presenter

Dean Mealy, Purchasing Manager

ATTACHMENTS:

- ▣ **Memorandum from Dean Mealy, Purchasing Manager**
- ▣ **Resolution**
- ▣ **Proposal**

TOWN OF PALM BEACH

Information for Town Council Meeting on: August 10, 2021

TO: Mayor and Town Council

VIA: Kirk W. Blouin, Town Manager

VIA: Jane Le Clainche, CPA Finance Director

FROM: Dean Mealy, CPPO Town Purchasing Manager

RE: Resolution to Approve the Award of a Purchase Order to AEGION/Insituform Technologies LLC for Lining of Sewer Pipes within the A5 and A6 Basins from the National Cooperative, BuyBoard in the Amount of \$442,974.50 and Establish a Project Budget of \$487,271, **Resolution No. 084-2021**

DATE: July 27, 2021

STAFF RECOMMENDATION

Town staff recommends that Town Council approve the award of a purchase order to AEGION/Insituform Technologies LLC for Lining of Sewer Pipes within the A5 and A6 Basins from the National Cooperative, BuyBoard in the amount of \$442,974.50 and establish a project budget of \$487,271.

GENERAL INFORMATION

The Town has many miles of older clay sanitary sewer pipes. The pipe sections are not mechanically connected. Over time, the pipes joints can deflect and allow ground water to enter the pipes. This ground water is then sent to the regional sewer treatment plant and treated as sewage. Eliminating the inflow of ground water will substantially reduce the volume of effluent treated and therefore our pumping and treatment costs. Lining sewer pipes is a proven method to eliminate groundwater infiltration. Pipe lining is a much more cost effective approach than excavating and replacing old sanitary lines.

Sewer pipe lining is a process used for repairing and replacing cracked, leaking, backed up and damaged sewer lines. Using a “no dig” trenchless process to avoid yard excavation, sidewalk destruction or digging up trees, sewer lining involves inserting new epoxy-saturated pipe tubing into existing pipes, inflating the tubing and curing it into place with hot air, steam or bluelight LED technology. This results in a new seal lining the walls of existing pipes, replacing broken piping with the potential to last for decades.

PROCUREMENT METHODOGLY

Town Purchasing accessed a National Cooperative Contract to secure the requested services. The vendor, AEGION/Insituform Technologies LLC is a recognized contractor to provide this

service and has outstanding references.

FUNDING/FISCAL IMPACT

Funding for this award will be from the Capital Improvement Program.

PUBLIC WORKS REVIEW

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

TOWN ATTORNEY REVIEW

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

Attachments

cc: Paul Brazil, P.E. Public Works Director
Brett Madison, Water Resource Division Manager

RESOLUTION NO. 084-2021

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF
PALM BEACH, PALM BEACH COUNTY, FLORIDA,
APPROVING THE AWARD OF A PURCHASE ORDER TO
AEGION/INSITUFORM TECHNOLOGIES LLC FOR LINING
OF SEWER PIPES WITHIN THE A5 AND A6 BASINS FROM
THE NATIONAL COOPERATIVE BUYBOARD IN THE
AMOUNT OF \$442,974.50 AND ESTABLISH A PROJECT
BUDGET OF \$487,271.**

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

Section 1. The Town Council of the Town of Palm Beach hereby approves Resolution No. 084-2021 approving a purchase order to AEGION/Insituform Technologies LLC for lining of sewer pipes within the A5 and the A6 basins from the National Cooperative, BuyBoard in the amount of \$442,974.50 and establish a project budget of \$487,271.

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

PASSED AND ADOPTED in a regular, adjourned session of the Town Council of the Town of Palm Beach assembled this 10th day of August, 2021.

Danielle H. Moore, Mayor

ATTEST:

Queenester Nieves, CMC, Town Clerk

6/23/2021

Brett E. Madison
Water Resources Division Manager
Town of Palm Beach
951 Okeechobee Rd.
West Palm Beach, FL 33401
Bmadison@Townofpalmbeach.com

Project Name: Town of Palm Beach – A5 Basin CIPP Lining
Project #: **TBD**
Start Date: **TBD** Completion Date: **TBD**

PROPOSAL PRICING:

Bid Items Per Documents	Description	Unit of Measure	Quantity	Bid Unit Price	Total
394	Mobilization	LS	1	\$7,300.00	\$7,300.00
1	6" X 4.5mm	LF	720	\$36.00	\$25,920.00
2	8" X 6.0mm	LF	5,633	\$30.00	\$168,990.00
3	10" X 6.0mm	LF	1,646	\$35.00	\$57,610.00
4	12" X 6.0mm	LF	885	\$40.00	\$35,400.00
5	15" X 7.5mm	LF	482	\$60.00	\$28,920.00
85	6" Clean and TV	LF	720	\$5.00	\$3,600.00
86	8" Clean and TV	LF	5,633	\$4.00	\$22,532.00
87	10" Clean and TV	LF	1,646	\$4.00	\$6,584.00
88	12" Clean and TV	LF	885	\$6.00	\$5,310.00
89	15" Clean and TV	LF	482	\$7.00	\$3,374.00
104	Root/Grease removal 6" - 12"	LF	2,221	\$4.00	\$8,884.00
105	Root/Grease removal 13" - 18"	LF	150	\$5.00	\$750.00
109	Smoke Testing	LF	As Needed	\$1.50	
169	Internal reconnects	EA	152	\$275.00	\$41,800.00
184	Traffic Control	DAY	26	\$1,000.00	\$26,000.00
				Total	\$442,974.50

Submitted By:



Kenny Boeh
Business Development Manager

TOWN OF PALM BEACH

Town Council Meeting on: August 10, 2021

Section of Agenda

Consent - Other

Agenda Title

Request to Consider Ordinance Nos. 19-2021 and 20-2021 at a Public Hearing
Prior to 5:00 p.m.

Presenter

Wayne Bergman, Director of Planning, Zoning and Building

ATTACHMENTS:

- ▣ **Memorandum from Wayne Bergman dated July 29, 2021**

TOWN OF PALM BEACH

Information for Town Council Meeting on: August 10, 2021

To: Mayor and Town Council

Via: Kirk Blouin, Town Manager

From: Wayne Bergman, Planning, Zoning & Building Director

Re: Request to Consider Ordinance Nos. 19-2021 and 20-2021 at a Public Hearing Prior to 5:00 p.m.

Date: July 29, 2021

STAFF RECOMMENDATION

Staff recommends the Town Council conduct the public hearings on Ordinance Nos. 19-2021 and 20-2021 at the Town Council meetings at which the proposed Ordinance is to be heard prior to 5:00 p.m. The proposed Ordinance will be heard on first reading at the August 11, 2021 meeting, and it is anticipated that the second reading will be on September 15, 2021.

GENERAL INFORMATION

Florida Statute 166.041 requires the Town Council hold at least one of two public hearings to adopt a comprehensive plan amendment or zoning amendment ordinance that changes the list of permitted, conditional or prohibited uses within a zoning district consisting of parcels of land involving ten acres or more after 5:00 p.m. However, the Statute provides that the time of hearing can be changed if a majority plus one of the local governing body elects to have a hearing at another time. Staff is requesting the Town Council elect to conduct the public hearings on Ordinance Nos. 19-2021 and 20-2021 during the course of the normal Council business. The first reading of the proposed Ordinances will be on August 11, 2021. Second reading is anticipated to be on September 15, 2021. All public hearings may occur before 5:00 p.m.

cc: Kirk Blouin, Town Manager
Jay Boodheshwar, Deputy Town Manager
Queenester Nieves, Town Clerk
James Murphy, Asst. Director of Planning, Zoning and Building
Paul W. Castro, AICP, Zoning Manager
zf

TOWN OF PALM BEACH

Town Council Meeting on: August 10, 2021

Section of Agenda

Consent - Other

Agenda Title

Request from the Children's Home Society, Relative to the Charitable Solicitation Ordinance

Presenter

Jay Boodheshwar, Deputy Town Manager

ATTACHMENTS:

- ▣ **Memorandum Dated July 30, 2021 From Jay Boodheshwar, Deputy Town Manager**
- ▣ **Letter Dated July 21, 2021, from Jim and Gaye Engel**

TOWN OF PALM BEACH

Information for Town Council Meeting on: August 10, 2021

TO: Mayor and Town Council

VIA: Kirk W. Blouin, Town Manager

FROM: Jay Boodheshwar, Deputy Town Manager

RE: Request from the Children's Home Society, Relative to the Charitable Solicitation Ordinance

DATE: July 30, 2021

STAFF RECOMMENDATION

Staff recommends Town Council approve the attached request from the Children's Home Society and grant staff the authority to approve any similar requests associated with Covid-19 through December 31, 2021.

GENERAL INFORMATION

In compliance with CDC guidelines, most charitable organizations that normally hosted events in the Town of Palm Beach canceled or postponed them in 2020 to assist with mitigation efforts to slow the spread of Covid-19. The Children's Home Society of Florida traditionally holds its major annual dinner event in November each year and also has a secondary luncheon event in March each year.

Due to the coronavirus pandemic, the annual luncheon event was not held in 2020 and the annual dinner event usually held in November was pushed to February 2021. The annual luncheon was back on schedule and held in March 2021. This non-profit would like to return to its normal schedule by hosting its next annual dinner event in November 2021, which requires a waiver from Town Council since they've technically already held 2 events in 2021. It would be a one-time waiver and the Society will return to their 2 event schedule in 2022 (luncheon in March and dinner in November). The Town Council may grant a waiver as permitted in Section 78-106 of the Town Code. Please see the attached letter dated July 21, 2021, from Jim and Gaye Engel, Honorary Chairmen for the 2021 event.

Attachment

Cc: Queenester Nieves, Town Clerk



July 21, 2021

Mr. Jay Boodheshwar
Deputy Town Manager
Town of Palm Beach
360 South County Road
Palm Beach, FL 33480

Dear Jay,

Gaye and I hope that you, Anne and the girls are healthy and well. We are both doing fine and looking forward to another great year in Palm Beach. As you may know, we are involved with fundraising for the Children's Home Society of Florida (CHS) which is the oldest and largest statewide organization devoted to helping children and families and has held a presence in Palm Beach County since 1965. We represent CHS regarding a matter (outlined below) not only as residents of Palm Beach, but as the fundraiser's Honorary Chairmen, with support from both the General Chairmen, John Tatooles and Victor Moore, and the organization's Board of Directors.

We come to you now with a humble and heartfelt request. On behalf of CHS, we respectfully request that the Palm Beach Town Council grant CHS a one-time waiver of the two-event limit. The permit in question is related to CHS's Ultimate Dinner Party (UDP) fundraiser. Traditionally held the week prior to Thanksgiving, UDP was inceptioned in 1992 and is the organization's most notable fundraiser, raising critical funds for the County's only adoption program dedicated to children in foster care. Last year, CHS found forever homes for more than 200 children. Their adoption by loving families will forever change their lives.

It is not CHS's intention to hold a third event. The intention is to return to its regular fundraising schedule by holding UDP in November again as it has for 27 years prior. Due to the COVID-19 pandemic, CHS held no events in the 2020 calendar year and was required to move its annual UDP event scheduled for November 2020 to February 2021. Event attendance was purposely and significantly scaled down in an effort to follow CDC guidelines. As a result, a majority of UDP's regular patrons were unable to offer their support or attend the event. Moving forward, rescheduling UDP for a later time in the season is not possible as the event's success relies on a partnership with the Palm Beach Chapter of the American Culinary Federation, who is only able to provide chefs in the off season. They were only able to accommodate this last season's one time schedule change as only two chefs were needed, as opposed to the 12 typically used. We do not have the option to hold our event again outside of November while maintaining this crucial partnership. The alternative of canceling altogether would be detrimental in CHS's efforts to effectively serve our local children and families.

Thank you for considering our request, and please do not hesitate to contact us to discuss this matter further.

Our Warmest Regards,

A handwritten signature in blue ink, appearing to read 'Jim & Gaye'.

Jim and Gaye Engel
Ultimate Dinner Party Honorary Chairmen

Children's Home Society of Florida

3335 Forest Hill Boulevard, West Palm Beach, Florida 33406
(561) 868-4300 www.chsfl.org

Board of Directors

Dr. Daniel J. Brennan

Kenneth Clein

Amy Connelly

Dorian Daggs

Vincent D'Aria

Jett Heukensfeld

Fred Kempel

David Light

Jason Peters

Roni Puleo

Mickey Wells

Regional Executive Director

Charles Scherer

TOWN OF PALM BEACH

Town Council Meeting on: August 10, 2021

Section of Agenda

Committee Reports

Agenda Title

Report of the Ordinances, Rules and Standards Committee Meeting Held on Thursday, July 1, 2021

Julie Araskog, Committee Chair

The Chair will provide a verbal report. The written Report will be submitted at a later date.

a. Recommendations Regarding Modifications to Construction Hours

Jay Boodheshwar, Deputy Town Manager

b. Recommendations Regarding the Addition of Synthetic Turf Regulations in the Town Code

Wayne Bergman, Director of Planning, Zoning and Building

c. Discussion Regarding Application of Existing Regulations Pertaining to Native Plants

Wayne Bergman, Director of Planning, Zoning and Building

Presenter

ATTACHMENTS:

- ▢ **a. Memorandum Dated August 2, 2021 From Jay Boodheshwar, Deputy Town Manager**
- ▢ **a. Ordinance, Rules and Standards Committee Report of May 20, 2021**
- ▢ **b. Memorandum Dated July 27, 2021 From Wayne Bergman, Director of Planning, Building and Zoning**
- ▢ **b. Back up - PB Post Article Dated August 2, 2021**
- ▢ **b. Back up - Previous Information Provided by Bobbie Lindsay, January of 2020**
- ▢ **c. Memorandum Dated July 28, 2021 From Wayne Bergman, Director of**

Planning, Zoning & Building

TOWN OF PALM BEACH

Information for Town Council Meeting on: August 10, 2021

To: Mayor and Town Council

Via: Kirk Blouin, Town Manager

From: Jay Boodheshwar, Deputy Town Manager

Re: Recommendations Regarding Modifications to Chapter 42 of the Town Code, Relative to Construction Hours

Date: August 2, 2021

STAFF RECOMMENDATION

Staff recommends the Town Council review the recommendations of the Ordinances, Standards and Rules Committee and provide direction to staff, relative to potential modifications to Chapter 42 of the Town Code to modify construction hours.

GENERAL INFORMATION

At the July 1, 2021, ORS Committee meeting, members of the committee, staff, and representatives of the construction industry had a robust discussion regarding the merits of modifying Chapter 42 of the Town Code, relative to construction hours.

At present, construction work is permitted Monday through Friday from 8:00 am to 5:00 pm (quiet work only from 8:00 am – 9:00 am) during the peak season (beginning on the Monday preceding Thanksgiving until April 30) and from 8:00 am to 6:00 pm during the summer season (May 1 until the Saturday preceding Thanksgiving). The Code also permits “quiet” construction work on Saturdays from 9:00 am to 5:00 pm on a year-round basis.

After much discussion, the committee advanced the following recommendations to the Town Council for consideration.

1. Require “quiet work” only from 8:00 am – 9:00 am on a year-round basis and not just during the peak season. This recommendation was unanimous.
2. Prohibit arrival to construction sites before 7:30 am and restrict any kind of site activity until 8:00 am on a year-round basis. This recommendation was unanimous.
3. Eliminate Saturday construction hours during the winter peak season and add an extra hour of quiet work at the end of each work day to partially offset the loss of Saturday quiet hours. An additional 9 days would also be added to the duration of the building permit to help offset the loss of Saturdays. Committee members were split on this recommendation.

Staff would like direction from Town Council regarding desired language for inclusion in an ordinance that would be presented for first reading in a subsequent Town Council meeting to codify changes you wish to make to Chapter 42.

cc: Wayne Bergman, Director of Planning, Zoning and Building
Nick Caristo, Police Chief
Ben Alma, Support Services Manager
John Randolph, Town Attorney



TOWN OF PALM BEACH

Town Clerk's Office

REPORT OF THE ORDINANCES, RULES AND STANDARDS COMMITTEE MEETING HELD ON THURSDAY, MAY 20, 2021

I. CALL TO ORDER AND ROLL CALL

The Ordinances, Standards and Rules (ORS) Committee meeting was called to order on Thursday, May 20, 2021, at 9:30 a.m. via Zoom. On roll call all committee members were found to be present.

II. PLEDGE OF ALLEGIANCE

Chair Araskog led the Pledge of Allegiance.

III. APPROVAL OF AGENDA

Ms. Araskog requested item no. V.B.3 Review of Truck Study Report be deferred to a future committee meeting to receive further direction from Council. Deputy Town Manager Jay Boodheshwar stated the reason behind sending this item to Council in June before ORS studies the issue is to have Town Council discuss and make recommendations on the different options available to regulate truck traffic in the Town, so ORS is not studying possible alternatives that the Council does not want to implement. The consultant and Public Works staff will provide a presentation and will be available for questions at the June Council meeting.

Ms. Araskog added Native Plantings ordinance under ANY OTHER MATTERS. She explained that this item was inadvertently removed from the ORS agenda. The Town Council had directed the Committee to study the native plantings ordinance, the definition of native, what manual or guide should be used as far as natives and study the requirements – 35% vs. 25%.

Motion was made by Member Cooney and seconded by Chair Araskog to approve the agenda as amended. On roll call, the Motion passed unanimously.

IV. COMMUNICATIONS FROM CITIZENS - None

V. REGULAR AGENDA

A. Old Business

1. An overview of the discussion of the Review of Chapter 42 of the Town Code, Relative to Construction Hours
Jay Boodheshwar, Deputy Town Manager

Mr. Boodheshwar provided an historical overview of the previous Committee discussions regarding construction hours. Year-round residents expressed a need for more consistency to provide enjoyment of their property throughout the summer months.

In 2018, modifications to the Town Code were made to provide more consistency on a year-round basis in terms of dealing with construction hours, days of the week and time of day due to the Town becoming a less seasonal community. Changes included an earlier end of the summer construction season (the Monday prior to Thanksgiving) and consistency in the hours permitted for construction and landscape work. The biggest change was prohibiting outdoor construction during the summer months and only allowing quiet interior work on Saturday to mirror in-season regulations. An additional hour was added to construction hours Monday through Friday to offset the change.

Chair Araskog discussed the issues of noise associated with indoor and quiet work such as slamming of doors, talking loudly outside, constant movement, parking, etc. that was taking away the quiet enjoyment of peoples' property and complaints she receives. Mr. Boodheshwar agreed with Ms. Araskog that interior quiet doesn't always mean quiet because people have to get to the job site, there is back and forth inside and outside of the property to get tools and what not, which adds to the outdoor noise. There was also discussion about violations on Saturdays involving noisy outside work, and it was agreed that the Town does not have the ability to police all sites at all times. It is too hard to make everyone comply on Saturdays.

The Committee and Staff discussed the amount of construction in Town and so many streets having multiple projects, which has been a major noise issue hurting our residents' quiet enjoyment of their property.

Mr. Boodheshwar discussed a few options pertaining to the idea of partitioning the Town geographically but expressed concern that any of these could be problematic in terms of enforcement and education. He began the discussion of different suggestions in relation to having rules for different areas of Town i.e. North of Worth Avenue and South of Worth Avenue or alternate rules on alternate weekends. He stated that this would be very difficult to implement and communicate to everyone.

During the meeting, reminded the committee that this is meant to be a session to talk about many ideas. He recommended uniformity because it is easier to communicate and enforce.

Option 1: Different rules for bigger lots for RA and RAA lots, because the homes were farther apart than in RB and would diminish noise. The Committee did not recommend this option because Ms. Araskog thought lots in those areas can be close together and Mr. Cooney thought this could be problematic for both code enforcement and builders to understand. He stated consistency is key.

Option 2: Allow a specific amount of interior work hours on Saturdays according to the area, maybe north of a certain street and then afternoon hours south of another street or alternating weekends in different areas. This was not recommended by staff. The Committee agreed and did not recommend this option as it would be confusing and hard to enforce.

Option Three: A complete ban on Saturdays and starting daily construction hours one hour earlier to offset the time lost as recommended by John David Corey. The Committee liked this option but did not recommend adding an hour in the morning due to the issues Wayne Bergman discussed. (Please refer to the subsection Morning Issues discussed after this section.)

Discussion ensued about adding an hour of quiet work to the end of current weekday construction hours. There was concern with ending at 7 p.m. out of season, but agreement that 6 pm in season might be a good trade-off to eliminate Saturday work hours.

Ms. Araskog suggested the Committee recommend to Council that all Saturday work hours be eliminated and that an additional hour be given in-season for quiet work only at the end of the workday Monday through Friday. Mr. Cooney agreed with the suggestion despite the fact that we are adding an hour to in-season, which seemed counter-intuitive.

Option 4: No work on Saturdays to occur in the high season- January through March- when the Town is at peak population and bustling and add back the hours during the work week outside of those three months.

Ms. Araskog stated that while the builders do not want to take more time to finish their projects, most residents prefer Saturdays off, even if it means additional time for the construction period. The Committee discussed presenting to Council no Saturdays either in season or out of season. Ms. Araskog and Mr. Cooney agreed that the residents must come first.

Mr. Boodheshwar felt he had enough direction. Ms. Araskog stated that the residents might go for the addition of one hour for quiet work from 6- 7 PM in the Summer to gain their quiet Saturdays, so at least we should use it as a discussion point but stated her preference is what the Committee originally proposed.

Option 5: Planning, Zoning and Building Director Wayne Bergman discussed the option of mitigating the loss of 3 hours of Saturday Construction throughout the

course of the year by adding them to the duration of the building permit. Mr. Boodheshwar calculated a loss of 156 hours [or 19.5 days], if an additional hour was added Monday through Friday in and out of season. Director Bergman recommended to modify the permit duration period to add the 156 hours back into the permit time.

Ms. Araskog and Mr. Cooney agreed this was a very good option. [This will go back to ORS for further study.]

PUBLIC COMMENT

John David Corey, 426 Australian Avenue, recommended no Saturday work in Town and suggested an additional hour for work during the week. He believes within reason the Council must speak for the residents and that it should be consistent throughout the year. Residents he spoke with think Saturday work should be prohibited. He also discussed the issues people have calling code about a neighbor and how difficult that is for everyone. We do not want our residents to have to police the neighborhood. He discussed large amounts of traffic with trucks coming on the Island in the morning. He asked that we please err on the side of the quiet enjoyment of the residents. He discussed that even condos do not allow work on Saturdays.

Susan Gary, 229 Onondaga Avenue, agreed with Mr. Corey's suggestion regarding no Saturday construction work year-round for many of us who live here full time. She also agreed with everything being uniform and simple. She stated they currently have 6 construction sites within Onondaga, Laurie Lane, North Lake Way and Debra Lane. John Corey's idea to give an extended hour is good, she said, but there is a lot of noise. I would like to see less construction.

Mrs. Gary also inquired if anonymous reporting can be set up for Code Enforcement. Ben Alma reported that the State of Florida recently passed a law that no code enforcement unit in the State of Florida may accept anonymous complaints except ones that were deemed life threatening. Whoever calls will be in the record as the complainant, but one can call for someone else.

MODIFYING THE CODE TO PREVENT MORNING NOISE

A separate issue arose during these conversations. Mr. Bergman stated that during the weekdays he noticed workers arriving at 7 a.m. and construction activity beginning at 7:30. He reiterated that the code is written to allow setup time between 8:00 and 9:00 a.m., which is quiet work only such as getting materials, tools and crew together and getting organized. In reality, he said the majority of the sites are very active before 8:00 a.m.

Ms. Araskog stated that it is very disturbing if workers are arriving before 8:00 a.m. as that one of the complaints from residents is the slamming of doors and other

noise early in the morning. She thought the hours [ordinance] could be changed, so workers cannot not arrive before 7:45 a.m.

Ms. Araskog inquired as to the type of code enforcement available at that hour and stated that we need to find a way to stop this activity before 8 am. She stated that residents are construction weary and the Town is under siege. She recommended the Council find a way to regulate these activities so residents can have quiet enjoyment of their property.

Mr. Boodheshwar responded that if violations are occurring and code enforcement is notified of these violations, proactive or reactive enforcement can be carried out by the code enforcement officers.

Ben Alma, Code Enforcement Manager, responded to Mr. Boodheshwar's query regarding the hours for the code enforcement officers, he explained during turtle season the first code enforcement officer starts at 6:00 a.m. (6:30 a.m. during the off season) and his primary duty is turtle violations; the second officer starts at 7:00 a.m. One officer works from Monday to Friday and the other from Tuesday through Saturday.

Discussion ensued regarding the allowable hours for arriving on site for quiet work Mr. Boodheshwar stated that the Code does not legislate when workers arrive at the site. He stated that the requirement is no work can begin before 8:00 a.m. and from 8-9:00 a.m. it is quiet work (no heavy equipment or construction related noises).

Ms. Araskog suggested that we have a time of arrival for sites, be it 8 am or 7:45 a.m. and more strongly define what quiet work means. No moving around the site, getting out of the cars, loud music, cell phones- that they must stay quiet in the cars. Mr. Cooney agreed. He does not want builders to have to ask for time extensions, but the concern of residents has got to come first.

Mr. Cooney stated that while it is uncomfortable calling code on neighbors, sometimes it had to be done. He asked for the appropriate number to call. The response: Code violations can be reported by calling the Police Department at 561-838-5454.

Ms. Araskog stated that more people call her to call code, because they do not want to call themselves. They do not want their names involved or to hurt their relationship with their neighbor.

Mr. Boodheshwar recommended no workman on site prior to 7:30, but suggested we converse with the trades on this suggestion. There could be language added to the code that before 8am no work shall begin for any set up or work, not be on the cells outside and no slamming of doors. Jay said he would play with some language for the Committee.

UPDATE ON NEW SATURDAY SITE MONITORS

In addition to Construction Hours, an update was given by Mr. Boodheshwar in regard to enforcement on Saturdays. Contract Site Monitors are now monitoring sites on Saturday, which was a direct response to the discussion last month regarding complaints of violations on the weekend and the lack of Town staff available to ensure workers on the sites are in compliance with the quiet work. He reported that there were no violations, but there were concerns mostly related to cleaning up and the screening of the sites that the monitor was able to clear up. He said that having a site monitor on Saturdays has been productive and effective and will be continued. The site monitor will also report any code violations to Code Enforcement.

Mr. Bergman also pointed out that having the site monitor on Saturdays was an excellent suggestion and with periodic reports, staff will be able to find out what kind of violations are taking place on Saturdays.

There was a consensus to move the monitor from Saturday to weekday evenings if Saturdays were eliminated. Mr. Alma stated the code officers go home at 3:00 or 3:30. and that the bulk of Code issues are in the morning and early afternoon. Discussion ensued about using the Site Monitor for afternoons and evening.

B. New Business

1. Discussion Regarding Regulations Pertaining to the use of Synthetic Turf *Wayne Bergman, Director of Planning, Zoning and Building*

Ms. Araskog stated more and more residents are using synthetic turf. It appears many are adding it without getting permits and are in violation of the Town's landscape requirements. She believes many new and current residents do not understand the laws, so part of today's meeting will be educating the public and discussing if the Town needs a specific synthetic turf ordinance. She supports an ordinance incorporating the specifications and limitations of many other municipalities that have synthetic turf regulations, including permit and maintenance requirements, color, percentage of water permeability, height specifications, certain backing, and that they be lead free.

She explained that some people believe synthetic turf is better for the environment because it does not have to be watered, require noisy lawnmowers, or the use of pesticides. She quoted an article from the Coastal Star, citing an Ocean Ridge Commissioner's comments. He stated that experts reported UF does not consider it to be Florida Friendly or environmentally acceptable, and that, "Experts said it holds in heat and raises the temperature of neighborhoods, it allows microscopic petroleum pollutants to seep into the soil and water tables, it kills the beneficial bacteria and micro-organisms underneath, it collects animal feces..."

Mr. Boodheshwar reported that Mr. Bergman and he have been in contact with an Ocean Ridge Commissioner who contacted them over a year ago about an ordinance regarding synthetic turf. He explained that Palm Beach does not directly regulate the use of synthetic turf and thought we should use the Ocean Ridge Ordinance as a reference. Mr. Boodheshwar stated the Town requires a permit for its installation and it is not counted toward our landscape requirements. He also referenced information in the ARCOM designation manual.

Ms. Araskog stated that she found and studied about ten (10) municipalities (including Miami, Coral Gables, Ocean Ridge and Surfside) that had specific Ordinances relating to synthetic turf.

Mr. Bergman added that this subject appears only in the ARCOM Project Designation manual. Staff receives quite a few requests for artificial turf. Staff sends them to ARCOM, whose commissioners always struggle with these requests. He agreed with Chair Araskog's comments in that synthetic turf has a lot of problems.

Mr. Bergman discussed the Ocean Ridge Ordinance. He considers it to be a very good and thorough ordinance that lays out all of the parameters. He stated that from a zoning standpoint, the biggest challenges for ARCOM are the locations where the artificial turf could be used and whether this type of material should be treated as a pervious or impervious surface. Ocean Ridge treats it as 100% pervious, but he thinks we have a different expectation in our Town. He agreed there should be some regulation in place and that if this is something that can be seen from the street, the front or the public right of way, it should be heavily regulated.

Ms. Araskog spoke regarding the environmental concerns of synthetic vs. real turf. She spoke about her personal experience with synthetic turf. She would not recommend it, because it began to smell like plastic, heated up to an unbearable temperature, must be hosed off constantly and did not attract the birds, frogs and butterflies that she now sees on the grass since she replaced her synthetic turf. She has lived the difference. She agrees with other municipalities that do not include it in their landscape requirements. We are a very green town, she said, and it is not landscaping if it is synthetic. She said half of our beauty comes from our landscaping and our nature; therefore she is against synthetic turf for our Town.

Mr. Cooney stated he had never been keen on synthetic turf and the green space requirements are important to the harmony of our Community. He sees it in Town whether it is supposed to be there or not and has noticed its popularity. He stated there were people who liked it because it looks good in shady places. He does not know the balance that is needed. He said that although it was a plastic and petroleum product, folks are leery of children and chemicals.

Ms. Araskog discussed the native options for shady areas, organic treatment for landscape and grass, and the need for educating the public on the different options

to replace and issues with synthetic turf. If parents are worried about chemicals, she would not want children playing on this. Looking at this as a whole, Ms. Araskog recommended that landscapers, contractors and the companies that are common synthetic turf installers be notified by the Town as to our requirements.

Mr. Cooney recommended the public be educated. Mr. Cooney stated that people are paving their yards in the eyes of the zoning code.

Ms. Araskog and Mr. Cooney agreed the public needs to understand that they need a permit to install it and it does not count towards our landscape requirements. Member Cooney hoped the Garden Club might help with education.

Mr. Boodheshwar agreed it should not be counted as open landscape. He spoke regarding the different components: aesthetics, drainage (to not cause issues) and environmental piece (sustainability) to be addressed in the ordinance.

Ms. Araskog read an article “*Environmental Impacts of Artificial versus Natural Turf Grass*” from The Sod University regarding chemicals, volatile organic compounds and suspected carcinogens which are associated with some health effects. It stated that choosing natural grass can help to reduce exposure to chemicals and potential health concerns and that environmental concerns associated with artificial turf include loss of wild habitat, contaminated runoff and migration of synthetic materials that are harmful to aquatic life. The article included a study that found an example of synthetic turf reaching 160 degrees.

Ms. Araskog spoke about the Ficus Benjamina movement after the education the Town and others did as recommended by Bobbie Lindsay and the Garden Club.

Mr. Bergman clarified that a resident must go to ARCOM, be approved and receive a permit to put synthetic turf in their yard. Anyone who has not received such approval or permit is in violation of the zoning code.

Committee members requested that staff return to the next meeting with draft language for the ordinance, include different ordinances from the various municipalities in the backup, and also invite members of the Garden Club and Susan (Lerner) from the Preservation Foundation to take part in the discussion. Ms. Araskog suggested maybe bringing someone from UF when this item goes to the Council. Ms. Araskog and Mr. Cooney agreed that this is not natural and should not count towards landscape requirements.

2. Discussion Regarding Landscape Buffers
Wayne Bergman, Director of Planning, Zoning and Building

Mr. Bergman stated he had been working on this for the past two (2) years and gave the historical perspective of the issue. Language in the Town Code did not provide enough criteria for this to be turned over to Code Enforcement as a violation. This

issue was taken to Town Council in November 2019, and it was agreed to be forwarded to ORS for action. After a long discussion at the ORS meeting on January 9, 2020, staff was directed to propose changes to Chapter 66 section 236 and return to the Committee. Due to the pandemic, ORS did not meet.

He stated that Complaints from residents and neighbors show a disturbing trend that some property owner will receive approval from ARCOM or Landmarks to build their project, receive Certificate of Occupancy and shortly thereafter, remove large amounts of perimeter landscape buffering, sometimes replacing with something else or nothing at all.

ARCOM has been very concerned that approved landscape plans were later modified or changed without their involvement or knowledge. Our Town Attorney agrees that additional language is needed in the Code, so that such a violation can be enforced by Code Enforcement. Mr. Bergman stated the added changes would include language requiring approval from ARCOM or Landmarks to remove perimeter landscaping over a certain height or within certain linear feet of side or rear property lines.

Ms. Araskog recommended a few changes to the proposed ordinance. New language was proposed by staff and agreed upon by Staff and the Committee.

Mr. Cooney thought it important that staff can approve reasonable changes. If someone wanted to replace a buffer with something of similar height and thickness, they should not have to hire a landscaper to go to ARCOM. Wayne recommended the ARCOM designation manual be cited and confirmed there is a clause allowing staff to approve something similar or greater.

After further discussion and suggestions regarding changes to the language at Sec. 66-236, staff was directed to prepare an Ordinance for first reading at the June town council meeting.

Review of Truck Study Report
Paul Brazil, Director of Public Works

This item was deferred to the next Committee meeting.

VI. ANY OTHER MATTERS

1. Ordinance Relating to Native Plants

Ms. Araskog stated this item was inadvertently missed on last month's agenda and requested that staff add it to the next agenda. She mentioned several items to be discussed: increasing the native requirement from 25% to 35%; defining native species; and evaluating the best manual or guide to identify Florida natives. Mr. Boodheshwar confirmed this would be added. He stated the other pending items to

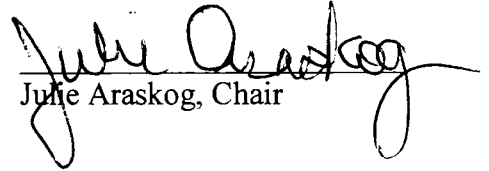
be studied are height limitations of vegetation adjacent to neighboring structures and noise allowances in residential areas.

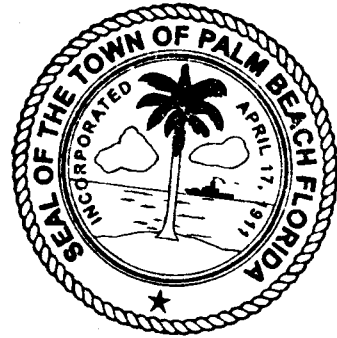
It was agreed that the next meeting date will be Thursday, July 1, 2021 at 9:30 a.m.

VII. ADJOURNMENT

The ORS Committee meeting of May 20, 2021 adjourned at 11:30 a.m. with a Motion made by Member Cooney and seconded by Chair Araskog. On roll call, the Motion passed unanimously.


Queenester Nieves, CMC, Town Clerk
6/8/2021
Date


Julie Araskog, Chair



TOWN OF PALM BEACH

Information for Town Council Meeting on: August 10, 2021

To: Mayor and Town Council

Via: Kirk Blouin, Town Manager

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

Re: Proposed Language for Inclusion in Chapter 66 of the Town Code, Relative to Regulation of Artificial Turf

Date: July 27, 2021

GENERAL INFORMATION

At the July 1, 2021, ORS meeting, committee members and staff engaged in a robust discussion regarding the potential regulation of artificial turf within the Town. As reported by staff, artificial turf is not directly regulated by the Town Code at this time, but site plans and landscaping plans must be approved through a Commission review process. Landscape plans for redevelopment are studied by either the Landmarks Preservation Commission (for historically significant buildings or landmarked properties) or by the Architectural Review Commission (ARCOM) for all other properties. The current ARCOM Project Designation Manual and Guide lists artificial turf as a “Minor Project without Notice” for ARCOM and a Certificate of Appropriateness (C.O.A.) for the Landmarks Preservation Commission.

After much discussion at the July 1 meeting, the committee directed staff to prepare language for inclusion in Chapter 66 of the Town Code of Ordinances. Staff has drafted the following language to address the definition of artificial turf, allowed locations, review and approval process, and installation standards. See below.

Sec. 66-313. – Artificial Turf - Definition.

Artificial Turf - An artificial product manufactured from synthetic materials that simulates the appearance of natural turf, grass, sod or lawn.

Sec. 66-314. – Artificial Turf - Locations.

In all zoning districts, artificial turf/synthetic grass shall be reviewed and may be approved in accordance with the ARCOM Project Designation Manual, or Project Designation Guide for Landmarked and Historically Significant Building properties, and may be installed in only rear and side yards. Artificial turf/synthetic grass shall not be installed in any front yard areas or in any area visible from the public right-of-way

(regardless of whether it is in the rear or side yard). No artificial turf shall be installed in the public right-of-way.

Sec. 66-315. – Artificial Turf - Standards.

- A. Artificial turf installation can only be approved by either the Architectural Review Commission or the Landmarks Preservation Commission (depending upon the property designation) and said installation requires a building permit.
- B. Artificial turf is calculated as impervious surface and shall not count towards landscape open space.

Staff did not include any language regarding how to deal with artificial turf that exists today.

ORS will meet again on August 9, 2021 to continue their review of this matter and staff will provide you with a verbal update of their discussions. Following the verbal update and your review, an ordinance for first reading will be brought back to the September council meeting.

cc: Jay Boodheshwar, Deputy Town Manager
James Murphy, Assistant Planning, Zoning and Building Director
John Randolph, Town Attorney

The Palm Beach Post

COLUMNS | Opinion *This piece expresses the views of its author(s), separate from those of this publication.*

Point of View: West Palm Beach should ban fake turf

Rob Long

Published 7:30 a.m. ET Aug. 3, 2021

On Monday, the City of West Palm Beach discussed lifting the ban on synthetic turf in front lawns. Currently, the city's code enforcement only allows artificial turf in backyards and side yards.

Fake turf has emerged as a dubious answer to growing water scarcity concerns. These concerns have been heightened amidst crippling droughts in the American West, and the recent drought locally.

Residents and public officials have asked, why is turf allowed in some areas, but not others? The more important question is, should we be using fake turf at all?

Perhaps not. There are serious safety concerns with artificial turf. Recently, the Environmental Protection Agency acknowledged that synthetic turf contains toxic chemicals, some of which are known to cause cancer. These harmful compounds leach into the water table and can off-gas and be inhaled when turf becomes too hot (up to 200 degrees.)

Additionally, studies now show that both the turf backing and the artificial grass blades contain the highly toxic fluorinated chemicals, commonly known as "forever chemicals" because they do not break down in nature or in the human body. These have been linked to lower childhood immunity, endocrine disruption and cancer.

There are also environmental concerns. To prevent health risks, turf must be regularly treated with biocides – compounds designed to kill an even wider array of microorganisms than pesticides – that end up in the groundwater. Animal droppings leave bacteria that doesn't dissipate if it's not treated with biocides.

Artificial turf not only requires fossil fuels to manufacture but is also notoriously difficult to dispose of. Synthetic turf fields need to be replaced every 8-10 years. There are industry

guidelines for recycling, but it's questionable as to how much, if any, discarded turf is actually recycled.

There are more responsible ways to address water scarcity issues, such as reclaimed water. It is a cheap and sustainable water supply for irrigation that reduces withdrawals from our aquifers and scales back wastewater discharges into the ocean. Each day, roughly 15 million gallons are distributed by the Palm Beach County Water Utilities Department to local golf courses and residential lawns.

Expansion of reclaimed water access should trump any debate over allowing a toxic, impervious, bacteria magnet that dramatically increases our carbon footprint.

Long is chairman of the Palm Beach Soil & Water Conservation District.

TOWN OF PALM BEACH

Town Council Meeting on: January 14, 2020

Section of Agenda

Regular Agenda - New Business

Agenda Title

Consideration for ORS Committee to Study Regulations Pertaining to the Use of Synthetic Turf

Presenter

Bobbie Lindsay, Town Council Member

ATTACHMENTS:

- ▣ **Artificial Turf**
- ▣ **Why Artificial Grass is Bad for the Earth**
- ▣ **Turf it out: Is it Time to Say Goodbye to Artificial Grass**

10 REASONS WHY ARTIFICIAL TURF MAY NOT BE WHAT YOU'RE LOOKING FOR

EVENT CALENDAR

CATEGORIES

ARCHIVES

19 Shares

November 8, 2017

It seems like the perfect solution. Replace thirsty lawns with something that plays the part yet is perfectly (un)dead and therefore requires *no* water, *no* maintenance, and *no* sweat. But the story of artificial turf is not as simple as it sounds, and most of that has to do with the “*no* sweat” part of it. Let me explain.



We get so much more from living plants than just a splash of color. And, as thirsty as our living lawns are, they provide so much more than a place to tumble around on. For those of us who want the look and feel of grass *and* the water requirements of concrete, artificial turf might seem like the answer. Just make sure you know what you're getting into.

Is Artificial Turf the Right Choice?



Here are ten reasons why artificial turf may NOT be the answer you're looking for....

1. IT'S ACTUALLY A PLASTIC RUG

It looks perfect ... at first. That's because it's made of plastic and recycled rubber from tires. You're essentially laying down an outdoor carpet, albeit one that has been meticulously designed to look like a natural plant material. Typically, polyethylene, polyester, polypropylene, nylon, or a hybrid of these different materials is used to make the “blades” of grass. The blades sit on layers developed through primary and secondary padding material, which receives an acrylic coating before being coated by other chemicals, such as polyurethane or latex. The spaces between each blade are filled with some kind of infill material, most often sand and crumb rubber, usually made from recycled tires.

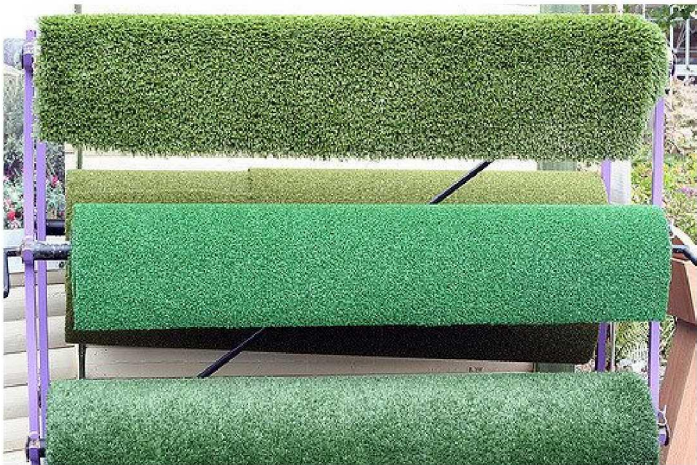


Photo by www.crinklecrankle.com/

2. IT ADDS TO THE URBAN HEAT ISLAND EFFECT

Because it is essentially made of plastic and rubber, not plant material, it doesn't offer any of the benefits of plants, such as abating the urban heat island effect. More on this later....

3. YOU WILL NEED TO CLEAN IT

Just like any other rug, it will collect bits and pieces of pet and bird droppings and liquids from humans (saliva, blood, or sweat). Unlike natural plant materials, which lose parts and regrow them, the blades and the bedding of artificial turf remain the same. You'll need to rake it to fluff up and straighten the fibers. And you'll need to hose it down with water. In fact, for most professional and recreational spots use, the Synthetic Turf Council suggests the installation of a manual or automatic irrigation system with artificial turf to improve field sanitation and to make it more comfortable for players in warmer climates.

4. IT IS NOT AS SAFE AS YOU THINK

19
Shares

Why would artificial grass need an irrigation system when installed in a warm climate? Well, it can get really hot. Surface temperatures of artificial grass are about 20-50° F higher than natural grass and typically reach the same temperature as asphalt pavement. The highest temperature measured during research was 200° F. Wow! Now, manufacturers of the product are aware of the issue and are working to improve how hot the materials get. The Synthetic Turf Council has even published guidelines for minimizing the risk of heat-related illness. Still, it's plastic in the Valley of the Sun, not a great pairing if staying cool in your yard is a priority for you.



5. IT IS NOT AS SOFT AS YOU THINK

It's hard, and it can hurt if you fall while playing sports or tumbling around with the dog. Unlike grass, it doesn't give (it's a rug, after all). If there's concrete under the artificial turf, it'll obviously make it worse. But even a sand base can be hard because it becomes compacted without roots and added moisture. Manufacturers of artificial turf and associated components have been working on improving the design to improve the experience for sports, such as increasing shock absorbency and reducing likelihood to cause skin abrasions. It's better than it used to be, but it is still a problem you should consider before choosing to go artificial for kids or pets.

6. IT WILL NEED TO BE REPLACED

Eventually, you will need to replace the artificial turf. Its life expectancy is still unknown. Some companies claim a life expectancy of 15 to 20 years, while critics are estimating closer to eight years. We've experienced the incredible ability of the Arizona sun to destroy rubber and plastics, so any estimates (and cost recovery estimates) will need to take that into consideration. Like any other product, as technology and design improves, the life expectancy will improve, as long as the product is *properly maintained*. Proper maintenance of artificial turf can help maximize the appearance and longevity of that product. Routine maintenance includes keeping the product clean, ensuring that the infill material is kept at proper levels, and brushing the surface to keep grass fibers upright and infill even. The design, installation, and quality of the product that you purchase are just as important.

7. IT'S EXPENSIVE AND UNTESTED

This has to be asked Are you ready to invest a large sum of money to install a product that has not been tested under desert conditions? Installation costs can range from \$5 to \$20 a square foot. Consider how willing you are to risk this investment by thinking about the following questions: How long will these products last? What will happen to the chemicals in this product if the components begin to break down in my landscape? How much hotter will my landscape get? Will it make my house hotter in the summer and increase my energy bills? How will the summer temperatures affect any plant materials that are nearby? If you decide that this product is for you, just make sure you research both the company and the product to ensure it is high quality. [The Synthetic Turf council has minimum specifications for turf grass that may be helpful.](#)

8. IT'S NOT ENVIRONMENTALLY FRIENDLY

Many of us are drawn to artificial turf because we care about the environment. We want to save water. We want to save time. We're tired of the grueling tasks of mowing and weeding, as well as applying fertilizers and pesticides when they're needed. However, if your priority is caring for the environment, artificial turf is not going to be the best option. It's made of plastic and difficult to recycle and reuse. In fact, while manufacturers promise recyclability, it is likely to end up in a landfill. When components break down, it's possible for the chemicals or plastic materials to escape into the rest of the environment. Instead of increasing the life of your soil, it compacts soil and creates an inhabitable environment for the living organisms in your soil, rendering it unable to grow plant materials until that soil has been brought back to life.

9. IT DOESN'T SWEAT

Plants don't actually sweat – they transpire. Artificial turf does neither. This is a big deal if you're expecting the turf to not just look the part but also act the part of passively cooling the environment. Plants have pores on their leaves that take in carbon dioxide and release oxygen (air we breathe) and water molecules. These water molecules almost immediately evaporate, cooling the environment. This cooling effect is not just great for us humans and our energy bills; it's also appreciated by other plants. The more plants you have, the cooler the environment. Unfortunately, artificial grass can't provide that powerful cooling effect.



19 10. SERIOUSLY, IT'S NOT A PLANT

- See, it really comes down to why we grow plants in the urban environment. Plant materials provide so much more than just aesthetic value.
- 13 They help improve water and air quality, reduce temperatures, reduce storm water runoff, and provide habitats for animals, insects, bees, and birds. With our increasingly built urban environment, less and less of our land is porous, allowing rainwater (and, sadly, irrigation runoff)
 - 6 to infiltrate into our soil, which acts as a natural filter. This means our landscapes need to act more like sponges, allowing water to move slowly over the soil and spread its benefits. Contouring the landscape helps water sink into the soil, and adding plant materials and mulch increases the absorbency of our soil. Artificial turf is an investment in fancy outdoor carpeting, but it is not an investment in a lively, beneficial landscape that keeps our cities cool, provides a natural habitat for wildlife, and gives back to the environment that sustains us.

SO, WHAT SHOULD YOU DO INSTEAD?



A beautiful low-water-use landscape can still include small amounts of grass, along with a variety of desert-adapted plants, trees and hardscape, such as pavers,



A functional amount of artificial turf might still work for you, depending on your goals for your landscape. To know for sure, consider designing with Xeriscape, a creative approach to landscape design with water in mind. The [principles of Xeriscape](#) help everyone plan and maintain a landscape that meets your family's wish list while also conserving water and contributing to the local environment. Don't miss Water – Use It Wisely's new [10-part video series on transforming your landscape from drab to fab](#).

*From time to time, Water – Use It Wisely features guest blogger who write about topics related to water and water conservation. The author of this blog post, **Tina Sleeper**, is a **Water Conservation Coordinator** with the city of Tempe, one of 18 Water – Use It Wisely [partners](#) to offer water-saving advice and programs. And special thanks to Donna DiFrancesco, Conservation Coordinator with the City of Mesa, and Kai Umeda, Extension Agent in Turfgrass Science with the University of Arizona Maricopa Cooperative Extension, for their contributions.*

19
Shares

« PREVIOUS | NEXT »

13

REGIONAL PARTNERS
SITE MAP
PRIVACY POLICY
EVENT CALENDAR

CONTACT US
STAY CONNECTED:

SUBSCRIBE TO OUR RSS FEED, OR SIGN UP FOR OUR NEWS UPDATES BELOW:

SUBSCRIBE

EMAIL

SUBMIT

©2020 PARK&CO

Why Artificial Grass Is Bad for the Earth



Artificial turf is bad for people, for animals and for the earth.

Rossmoor was smart in limiting the use of artificial turf to our dog park. The plan was well researched; it has complete shade, was properly installed and is cleaned regularly with appropriate compounds. And users get their paws washed after a visit. Unfortunately, many Californians now regret their uninformed decisions to replace real lawn with fake — assuming it would save water as well as maintenance time and money.

Members of the Rossmoor Water Conservation Committee were encouraged to testify when EBMUD voted last month on whether to offer a rebate for users who replaced real grass with fake grass. So we did some research and learned a lot from experts there.

Why is Artificial Grass Harmful?

Artificial turf retains heat. Temperatures reach nearly 200 degrees F both above and below it [“Synthetic Surface Heat Studies” Brigham Young University, 2002]. Typically, pets and barefoot children cannot tolerate walking on it on warm, let alone hot days. It creates a “heat island” effect, which holds in heat during the day and releases it at night – not what we need during a drought.

Underneath, it kills healthy soil bacteria, worms and root systems. It must be watered regularly to keep it cool — water that can be better used to maintain any of several types of drought-resistant sod (if a playing surface is needed) or lush drought-resistant planting. It also requires water to wash it, and is far from maintenance-free. Herbicides (like Roundup) and fungicides are included in the washing — both are bad for the water table below. Real lawn or plants absorb carbon dioxide from the air and release oxygen. Artificial turf doesn't, and sadly it diminishes the incentive to learn healthy drought-sensitive planting, mulching and irrigating.

Another serious drawback is its expense; current prices range from \$8 to \$15 per square foot. It can easily cost \$5,000 to cover a small yard and over \$100,000 for an athletic field. The cost includes preparing the ground and using specific layers of padding underneath to help drainage. The older forms of artificial turf were made of various synthetic ingredients, including crumbled old tires. These

are considered more toxic for reasons I'll include below, but they are still on the market, and are typically sold more cheaply – attracting cost-conscious buyers.

It's Toxic Too

The toxins in artificial turf threaten our health via contact, consumption (via water), and inhalation. All these routes expose humans and other living things to acetone, arsenic, benzene, chromium, halogenated flame retardants, lead, mercury, dioxin, carbon black, styrene and Butadiene. These chemicals have been proven to cause cancer and other diseases. As the turf degrades over time, larger quantities of chemicals are released.

When worn-out synthetic turf is replaced, the old pieces will likely end up in landfills, and that can lead to toxic water runoff. Plants and organisms that absorb contaminated water often increase its concentration – a special concern if eaten by humans or other animals. The EPA strictly regulates the disposal of rubber tires; however, there is no regulation of the disposal of artificial turf containing crumbled tires. The newer, more expensive forms of turf have replaced the bits of tires with materials that are untested.

The turf is a reservoir for not only fungus and bacteria, but also contaminated organic matter. It lacks the normal biocycles in nature that reduce the hazards of this exposure. Serious skin abrasions and infections (including MRSA — antibiotic resistant “super bugs”) are among the reasons the women’s soccer league recently took legal action to avoid playing on it.[NIH 2011, CDC 2013].

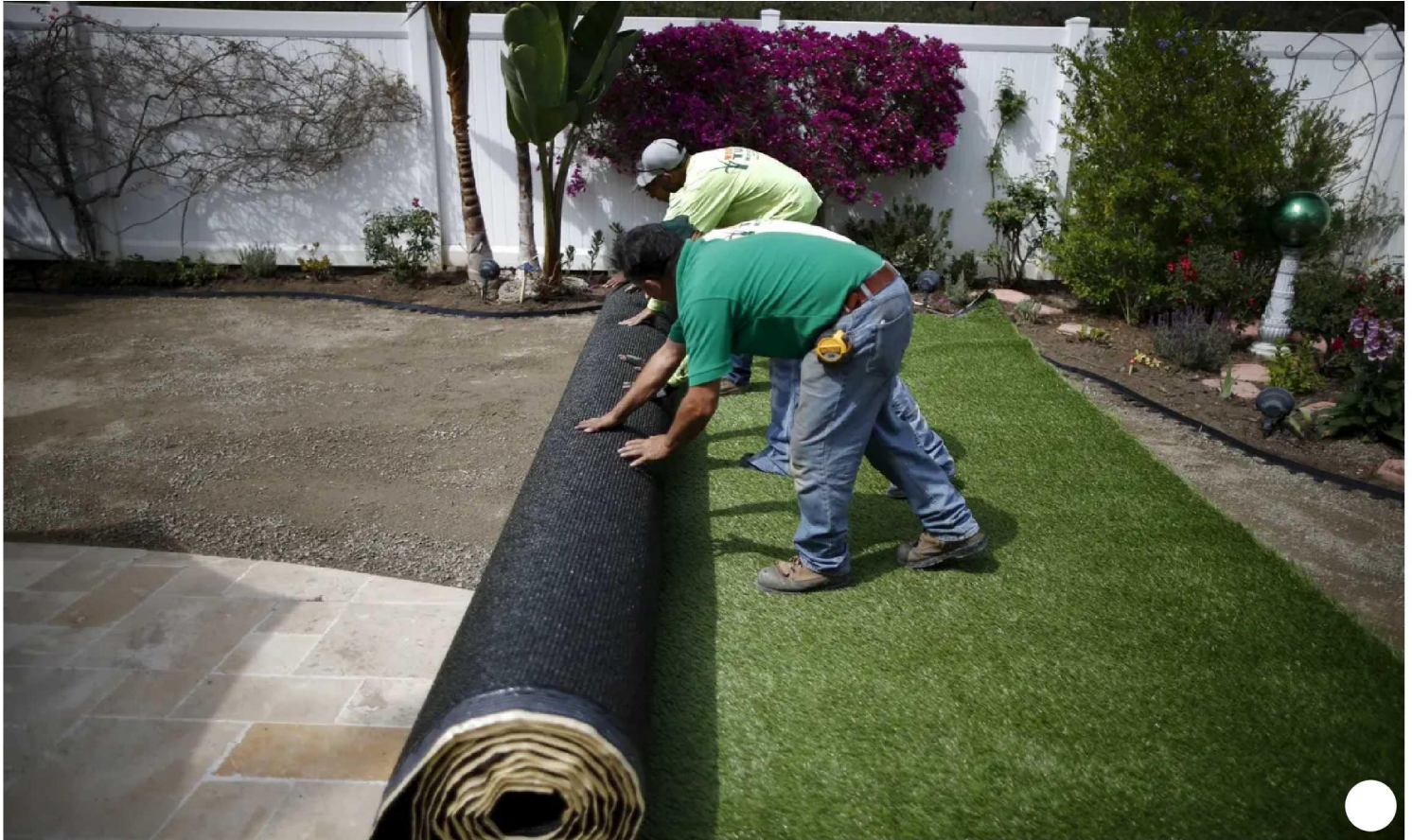
As the turf becomes warmer, the amount of its “off-gassing” increases; this is code for toxic fumes. There are measurable short term ill effects from this; long-term side effects have not been studied — often a concern to neighbors. The industry knows about the risk of high heat – that’s why their turf is impregnated with flame retardants. The effects of drinking, eating (via plants raised with toxic water) and regularly inhaling this flame retardant have not been studied.

The seven EMBUD directors found it easy to “just say NO” (their words) to the proposed rebate for artificial turf. However, the use of artificial turf is increasing. Many cities and counties are considering lifting previous bans on its use. Governor Jerry Brown, who was previously opposed, has recently said that he’d “now consider it due to the drought.” We need to contact these elected officials. A list of their emails and phone numbers is available on request.

This article originally appeared in the *Rossmoor News*, August 02, 2015. Authored by Carol Weed, M.D.



The Guardian



Turf it out: is it time to say goodbye to artificial grass?

It's neat, easy - and a staggering £2bn global market. But as plastic grass takes over our cities, some say that it's green only in colour

Cities is supported by



About this content

Isabella Kaminski

Fri 2 Aug 2019 01.00 EDT

If your attention during the Women's World Cup was on the pitch rather than the players, you might have noticed that the matches were all played on real grass. That was a hard-won change, made after the US team complained to Fifa that they sustained more injuries on artificial turf.

In private gardens, however, the opposite trend is happening: British gardens are being dug up and replaced with plastic grass. But this isn't the flaky, fading stuff on which oranges were once displayed at the greengrocer. Today's artificial grass is nearly identical to the real thing.

With products named after beautiful places - Lake District, Valencia - modern artificial turf mimics not just the mottled colouring and shape of grass blades, but the warm springiness of earth.

Unlike the grass itself, the market is growing. Dozens of specialist firms now market fake grass as a replacement for garden lawns. UK sales surged during last year's record summer temperatures, according to the industry journal Hortweek, while a report by Up Market Research valued the global market at \$2.5bn (£2bn) in 2016 and forecasts a "staggering" rise to \$5.8bn by 2023.

TCM Backup 08-20-21

Andy Driver, sales and marketing director for the artificial turf supplier Evergreens UK, says that as artificial grass has become much cheaper and more realistic, it now appeals to a wide range of people: city residents with shaded gardens where grass doesn't grow well, or to carpet urban rooftops and balconies; families with children or dogs who don't want a muddy mess; older or disabled people who struggle to maintain a garden; schools and nurseries where playgrounds get heavy use.

For many people, he says, there is a social pressure to “keep up with the Joneses” by having a perfectly trimmed, green lawn all year round.

Perhaps aware of another kind of social pressure, some firms pitch their products as eco-friendly alternatives.



A ladybird perches on a blade of real grass. Guy Barter at the Royal Horticultural Society highlights some of the benefits of real grass as 'soaking up moisture, home for insects, feeding birds, self-sustaining'. Photograph: Emma Adams/Alamy

For example, Royal Grass says its environmentally friendly turf, called Eco-Sense, is recyclable (“in other words, cradle-to-cradle”) and declares that it “has the look and feel of natural grass, but outperforms its natural source of inspiration”: “‘Green’ is a premium goal in our quest on how we can make our artificial grass more sustainable. This starts at the beginning of the process, with the careful selection of the raw materials that are used to produce the grass blades.”

But while the fake grass might indeed be greener, at least in colour, its environmental impacts are difficult to gloss over.

Paul Hetherington, fundraising director for the charity Buglife, says artificial turf is far from an eco-friendly alternative to natural grass.

“It blocks access to the soil beneath for burrowing insects, such as solitary bees, and the ground above for soil dwellers such as worms, which will be starved of food beneath it,” he says. “It provides food for absolutely no living creatures.”

This is a particular concern in view of the dramatic global decline in insect species. The UK is on course to miss its own targets for protecting its natural spaces, and has lost 97% of its wildflower meadows in a single generation.

It is not just wildlife that artificial turf affects. The Committee on Climate Change recommends rewilding a huge area of UK land and growing many more trees to help tackle global heating by storing carbon. Not only does fake grass have no climate benefits, but producing the plastic emits carbon and uses fossil fuels.



Netherlands v Sweden, Fifa Women's World Cup 2019 semi-final at Stade de Lyon, France. All matches were played on real grass this year. Photograph: Maja Hitij/Getty Images

The common practice of replacing soil with sand to provide a more stable bed for the fake grass also releases even more CO₂ stored in the earth, according to David Elliott, chief executive of tree-planting charity Trees for Cities.

There is also the matter of microplastics: the tiny particles of plastic that have made their way throughout the globe, and are present in our food, water and even the air.

Evergreen UK's turf is made mainly of polyethylene, with polypropylene and polyamide for some purposes. Driver claims the microplastics problem does not affect the artificial grass industry because it doesn't sell single-use products. "Our products don't degrade, we've always not had it as an issue, basically." He adds that products from legitimate firms conform to standards set by the industry.

Madeleine Berg, project manager at the environmental charity Fidra, counters that most plastics are likely to contribute to microplastics through physical and chemical degradation, such as being stepped on and exposed to constant sunlight. "You would be hard-pressed to say that you have created a product which doesn't shed anything," says Berg.

There are also growing concerns about the impact of the synthetic chemicals that are added to artificial grass on human health and the environment. The EU has been investigating specialist artificial turf used on sports fields for suspected carcinogens, and is considering banning intentionally added microplastics. While these are different products to those sold to home gardeners, Berg says artificial pitches are sometimes reused for landscaping.

And what happens to fake grass when it reaches the end of its life in 10-20 years?

Unlike Royal Grass, Evergreens UK doesn't market itself as eco-friendly, a term Driver calls "a little bit misleading", but he is keen to stress that his company's products can be recycled. However, this can only be done at specialist plants in Europe and it is doubtful that many customers would go the extra mile.

Guy Barter, chief horticulturist at the Royal Horticultural Society (RHS), says there is a place for artificial turf as an alternative to paving slabs, gravel and particularly concrete, which is its own environmental nightmare. "Hard landscaping can be very expensive, and people fancy a bit of green in a small garden. We've even laid a bit [of artificial grass] ourselves.

"But I don't think that for all but specialised purposes that it really compares with [real] grass. Not only does it not provide any of the environmental benefits of grass - like soaking up moisture, home for insects, feeding birds, self-sustaining - its life isn't that long. It gets trampled on and quite soon looks poor. It can't be relaid or reseeded; it has to be rolled up, lifted and sent to landfill."



A sign advertising artificial turf in Cathedral City, California. Photograph: Lucy Nicholson/Reuters

Barter concedes that the root of the problem is social pressure for a perfect green lawn.

“In the mindset of the British public you haven’t really got a garden unless you’ve got a lawn,” he says. “And I think a lot of people are put off by lawns because there’s so much quite confusing technical speak around it like mowing, feeding, weeding, moss control and overseeding. A lot of people just aren’t interested – they don’t have time in their busy lives.”

There are some environmental benefits to using artificial grass. Unlike a real lawn, fake grass doesn’t need to be mowed – which some people do with electric or fossil fuel mowers – or watered, which is a serious consideration as the UK anticipates increasing water stress due to the climate crisis.

Nor does it require fertilisers or herbicides, some of which have been subject to huge controversy, to achieve a uniform look.

But lawns can also be maintained without those negative practices and products, and the soil loss problem is real: the RHS’ Greening Grey Britain survey has found a threefold rise in the number of front gardens that have been paved over.

Barter also challenges the idea that artificial turf is maintenance-free, saying it still needs to be cleaned of litter and moss growth, and some owners have simply replaced mowing with vacuuming.

“There are better solutions that would give people more pleasure than just looking out at this sheet of slowly degrading plastic,” he says.

He suggests planting shady front gardens with tolerant shrubs, such as evergreen bushes: these provide greenery all year round, need little maintenance, suppress weeds, offer food for wildlife and places for birds to nest, and give hedgehogs and frogs cover to travel safely in urban streets. “After all, we are supposed to be a nation of gardeners.”

To Trevor Dines, botanical specialist for charity Plantlife, the popularity of artificial grass shows how disconnected we have become from the natural world. “Whenever I see artificial grass my heart sinks – more nature smothered by more plastic. Where once we were famed for our lawns, we now opt for artificial, low-maintenance solutions.

“This is not just to the detriment of wildlife but to us, too; children can’t make a daisy-chain on a plastic lawn.”

Follow Guardian Cities on Twitter, Facebook and Instagram to join the discussion, catch up on our best stories or sign up for our weekly newsletter

America faces an epic choice...

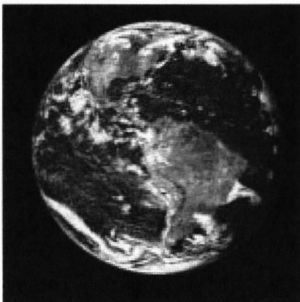
... in the coming year, and the results will define the country for a generation. These are perilous times. Over the last three years, much of what the Guardian holds dear has been threatened – democracy, civility, truth. This US administration is establishing new norms of behaviour. Anger and cruelty disfigure public discourse and lying is commonplace. Truth is being chased away. But with your help we can continue to put it center stage. It will be a defining year and we’re asking for your help as we prepare for 2020.

Rampant disinformation, partisan news sources and social media's tsunami of fake news is no basis on which to inform the American public in 2020. The need for a robust, independent press has never been greater, and with your help we can continue to provide fact-based reporting that offers public scrutiny and oversight. Our journalism is free and open for all, but it's made possible thanks to the support we receive from readers like you across America in all 50 states.

"America is at a tipping point, finely balanced between truth and lies, hope and hate, civility and nastiness. Many vital aspects of American public life are in play - the Supreme Court, abortion rights, climate policy, wealth inequality, Big Tech and much more. The stakes could hardly be higher. As that choice nears, the Guardian, as it has done for 200 years, and with your continued support, will continue to argue for the values we hold dear - facts, science, diversity, equality and fairness." - US editor, John Mulholland

On the occasion of its 100th birthday in 1921 the editor of the Guardian said, "Perhaps the chief virtue of a newspaper is its independence. It should have a soul of its own." That is more true than ever. Freed from the influence of an owner or shareholders, the Guardian's editorial independence is our unique driving force and guiding principle.

We also want to say a huge thank you to everyone who supported the Guardian in 2019. You provide us with the motivation and financial support to keep doing what we do. We're asking our readers to help us raise \$1.5m to support our rigorous journalism in the new year. Every contribution, big or small, will help us reach it. **Make a gift from as little as \$1. Thank you.**



April 22nd is commonly celebrated as Earth Day, and what better way to celebrate the environmental impact our industry has on the planet? Today on Sod U, guest writers Lindsey Pollard and Rachel Massey of the Massachusetts Toxics Use Reduction Institute (TURI) discuss the various environmental impacts artificial turf has versus those of natural turf.

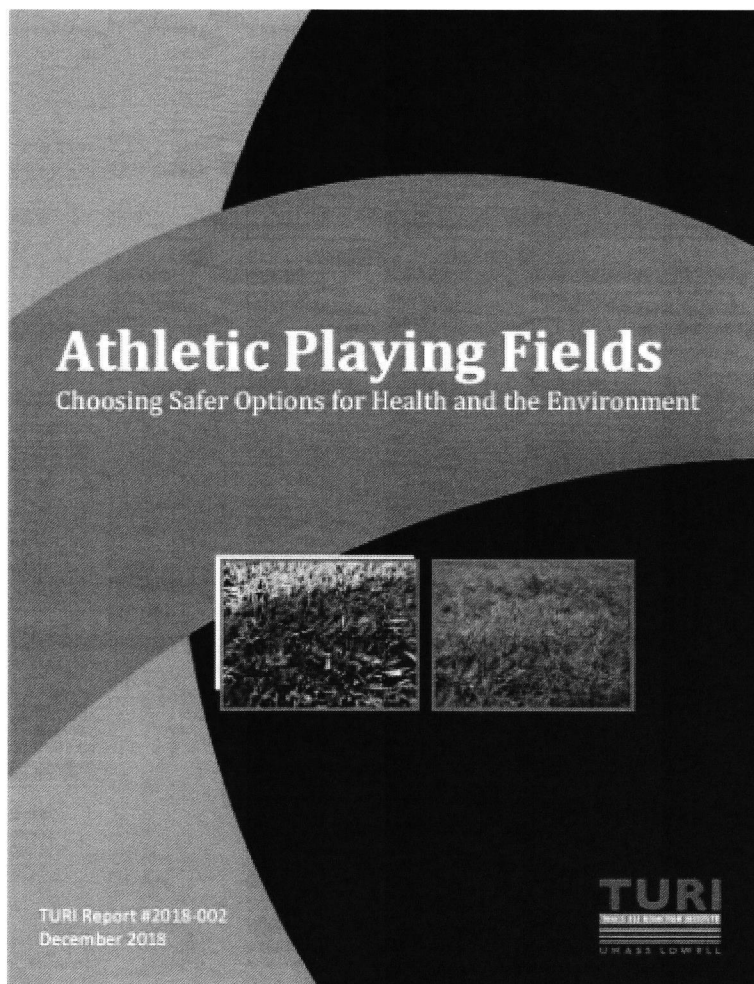
Earth Day: Environmental Impacts of Artificial vs. Natural Turfgrass

Here at the Massachusetts Toxics Use Reduction Institute (TURI), we often receive questions about natural grass versus artificial turf. This led us to compile health and safety information about the two options located here: www.turi.org/artificialturf.

TURI's work is based on the principles of toxics use reduction, which focuses on identifying opportunities for communities, including homeowners, to reduce or eliminate the use of toxic chemicals to protect human health and the environment

Chemical Hazards

Chemicals of concern may be found in any of the synthetic materials used in artificial turf. Particular concerns have been raised about the use of recycled tire materials used as infill to hold artificial turf in place and to provide cushioning. TURI has written a report focused on a number of these infill materials, including recycled tires:



Recycled tires can contain a wide variety of chemicals including metals, such as lead and zinc, volatile organic compounds (VOCs), and others. Some chemicals found in recycled tires are known or suspected carcinogens, or are associated with other health effects. Chemicals of concern may also be found in other types of infills (see TURI's report for more details). Choosing natural grass can help reduce your exposure to chemicals of concern and potential health concerns associated with exposure.

Environmental Concerns

There are several environmental concerns associated with artificial turf including loss of wildlife habitat, contaminated runoff, and migration of synthetic materials. Contaminants that are harmful to aquatic life, such as zinc, have been found in storm water runoff from artificial turf. Both infill particles and broken synthetic grass fibers can migrate away from yards or playing fields, contributing to microplastic pollution.

Location: <https://sodsolutions.com/industry/artificial-vs-natural-turfgrass/>

Added on 8/5/21

Heat Issues

Artificial turf can become much hotter than natural grass on a warm day. Experts note that high temperatures may lead to potentially life-threatening heat-related illnesses for users, especially athletes. A number of studies have measured high temperatures on artificial turf, some as high as 160°F.



Natural Grass as a Safer Alternative

Natural grass can be a safer option for home lawns and recreational spaces by eliminating many of the concerns noted above. Many homeowners and communities choose to use organic grass management, which eliminates the use of toxic insecticides, herbicides, and fungicides.

Several communities in Massachusetts (MA) are implementing organic grass management on public properties such as schools and sports fields. The Springfield, MA Parks and Recreation Department maintains twelve natural grass properties using organic practices. The Parks Department is very satisfied with the quality of these grass areas. Elements of the program include frequent aeration and careful application of organic fertilizers based on site-specific needs.

Artificial turf poses a number of health and environmental concerns. From an environmental and health standpoint, organically managed natural grass is a safer choice for lawns and sports fields.



Sod Solutions is committed to delivering earth friendly solutions to the green industry through innovation in turfgrass genetics such as improved aesthetics, higher performance and reduced irrigation, maintenance needs, and fertilizers ([Catalyst Technology](#)). To find the perfect grass for your lawn, check out our [Sod Selector Tool](#).

Subscribe to our e-newsletter below if you haven't done so already to receive the latest updates from Sod University.

Want to learn more about achieving a great lawn? Check out our other Sod University tips here.

Tags: environment, environmental health, lawn care, lawn maintenance, turfgrass

OPINION *This piece expresses the views of its author(s), separate from those of this publication.*

Letter to editor: Artificial turf not only phony, but also harmful to the environment

Susan Lerner Special to the Daily News

Published 6:35 a.m. ET Jun. 13, 2021

I was happy to hear at [last] week's Town Council meeting, attention drawn to the important environmental issue of synthetic turf.

While it may be tempting to be done with a lawn once and for all — and to replace the imperfect natural lawn with the "perfect" looking synthetic turf — imitation grass is not the eco-friendly alternative to natural groundcover that some people might suggest.

The production of synthetic grass emits carbons and uses fossil fuels; dangerous microplastics are generated by the physical and chemical degradation that happens through everyday use and exposure to the sun. Most importantly, synthetic grass doesn't offer any of the environmental benefits of living grass: moisture absorption, insect habitat, food for birds.

It offers nothing to anything living above it, and kills everything below it. And when it begins to show wear, it can't be patched or reseeded; it has to be rolled up and sent to the landfill.

This is an opportunity to respond to the needs of the environment around us. Appropriate, sustainable reactions to our environment-in-danger are happening worldwide, and here at home.

On June 5, the United Nations launched the 2021-2030 UN Decade on Ecosystem Restoration.

The Green Initiative continues to be a success as more ficus hedges are replaced with indigenous options, and more residents and the town choose to have toxin-free landscapes.

Pan's Garden, Florida's first all-native botanical garden, continues to serve the community with its display of native options for sustainable landscapes. We have seen a surge of

residents visiting the garden for new ideas for trees, shrubs, groundcovers, vines and wildflowers, and to view our Demonstration Hedge.

The restoration of Phipps Ocean Park is on its way to becoming a reality.

Our answer to the calls to use synthetic turf should be similarly responsible. This is the time to realize the impact of our choices.

Susan Lerner

Director of horticulture

Preservation Foundation of Palm Beach

From: Julie Araskog <juliearaskogtowncouncil@gmail.com>
Sent: Saturday, July 31, 2021 3:28 PM
To: Jay Boodheshwar
Subject: Ocean Ridge: Artificial turf restrictions approved - News - The Coastal Star

*****Note: This email was sent from a source external to the Town of Palm Beach. Links or attachments should not be accessed unless expected from a trusted source. Additionally, all requests for information or changes to Town records should be verified for authenticity.*****

<https://thecoastalstar.com/profiles/blogs/ocean-ridge-artificial-turf-restrictions-approved>

Ocean Ridge: Artificial turf restrictions approved

Posted by [The Coastal Star](#) on March 4, 2020 at 11:30

By Dan Moffett

Don MaGruder's last night as an Ocean Ridge commissioner appears likely to have a lasting impact on the town's future. Or anyway, an impact on its lawns. MaGruder cast the final and deciding vote that approved by a 3-2 margin an ordinance restricting the use of artificial turf — ending, at least for the moment, months of divisive debate that often pitted neighbor against neighbor. "It's not perfect, but it can be modified later on," MaGruder said during the meeting on March 2. "We need to put it on the books now so we have some protection."

The vice mayor argued that the town had to move expeditiously to get an artificial turf provision in its code, or risk giving state lawmakers an opening to dictate their own version of turf restrictions to the town.

MaGruder, who announced in November he was moving to North Carolina after more than three decades in Ocean Ridge, was joined in approving the second reading by Commissioners Kristine de Haseth and Susan Hurlburt. They said the ordinance puts the town in line with regulations in other communities and aligns with the recommendations of leading environmental scientists.

Mayor Steve Coz and Commissioner Phil Besler voted no. They argued the science was inconclusive and the commission was overreaching into residents' property rights.

“If we pass this, what’s next?” Coz had asked, saying decisions about lawn materials should be left to the homeowner.

Unlike neighboring communities such as Lantana and Manalapan that have restricted synthetic grass with scarcely a public complaint or comment, Ocean Ridge has been tormented by the issue for much of the last year.

The town’s Planning and Zoning Commission wrestled with it for months, consulting other municipalities and officials, before recommending code changes. The Town Commission devoted four consecutive meetings to reviewing the new restrictions, including a joint session with P&Z in February. Dozens of residents supporting plastic grass came forward during meetings and bombarded commissioners with petitions, fliers, emails and texts.

One resident called on MaGruder to recuse himself before the final vote because he was leaving town. Town Attorney Brian Shutt dismissed the idea, saying recusals are for financial conflicts of interest, personal gain or loss.

“To my knowledge, you don’t own a turf company,” Shutt said to MaGruder. Supporters of synthetic turf made the case it was good for the environment because it needs no watering, fertilizers, pesticides or cutting with loud, pollutant-spewing mowers.

Hurlburt, however, countered by consulting with Marco Schiavon, a leading expert on turfgrass science at the University of Florida. Schiavon and other experts told her that UF does not consider artificial turf “Florida friendly” or environmentally acceptable. The experts said it holds in heat and raises the temperature of neighborhoods; it allows microscopic petroleum pollutants to seep into the soil and water table; it kills the beneficial bacteria and microorganisms underneath; it collects animal feces; and it is an awful substitute for conscientious natural xeriscaping.

MaGruder said the ordinance doesn’t impose an absolute ban, but rather a reasonable, measured limit on homeowners that protects the character of Ocean Ridge. While the new rule prohibits artificial turf use in front yards, it allows some use in backyards, side yards and pool areas.

“What we’ve done is a good compromise,” Hurlburt said.

In other business, during their meeting on Feb. 3, commissioners approved raising Town Manager Tracey Stevens’ pay from \$102,500 to \$125,000. The vote, based on a salary survey of other municipalities, was 4-1 with Besler dissenting. He said that while he joined other commissioners in praising Stevens, her raises should be more incremental.

TOWN OF PALM BEACH

Information for Town Council Meeting on: August 10, 2021

To: Mayor and Town Council

Via: Kirk Blouin, Town Manager

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



Re: Native Landscaping Regulations – Review by the ORS Committee

Date: July 28, 2021

GENERAL INFORMATION

Chapter 66, Natural Resource Protection, was updated in early 2019 to address the benefits of using native landscape. The update included a requirement for new landscape projects to include at least 25% native vegetation. Native landscape plants were identified in a few different Florida plant lists and guides.

Since the adoption of the update, staff and applicants have questioned how the 25% requirement should be calculated and which plant list or guide was best to follow. These questions have remained unanswered for about a year and a half. Today's landscape plans show compliance with the 25% minimum, but there is no specificity on how the 25% is calculated and the plans usually do not show which list or guide was followed to delineate native versus non-native plants. These issues were presented to the Town Council last year and the matter was forwarded to the ORS Committee to review.

Staff provided a cover memo and substantial backup to the ORS Committee on July 1, 2021. The questions of how to calculate the 25%, which plant guide should be followed, and whether 25% was an appropriate amount of natives, were posed to a few landscape design professionals over the past year, and their responses were also provided to ORS. A lengthy discussion occurred at the meeting and options were reviewed, but ORS did not find answers to the questions raised by staff and others.

Therefore, this matter is being sent back to Town Council to seek direction on how to resolve the open issues.

Attached: Ordinance No. 21-2018
ORS Memo by Staff, dated June 23, 2021
Communications from Landscape Professionals

ORDINANCE NO. 21-2018

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, AMENDING THE CODE OF ORDINANCES OF THE TOWN OF PALM BEACH AT CHAPTER 66, NATURAL RESOURCE PROTECTION, AT ARTICLE 1, IN GENERAL, SECTION 66-2, DEFINITIONS; AT ARTICLE IV, VEGETATION, SECTION 66-212, PURPOSE AND INTENT; TO INCLUDE A NEW SECTION 66-285, GENERAL UNDER DIVISION 4, DESIGN REQUIREMENTS; AMENDING SECTION 66-286, WATER CONSERVING LANDSCAPE DESIGN; AND AMENDING SECTION 66-311, PROHIBITED PLANTS; 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 foregoing recitals are hereby ratified and confirmed.

Section 2. The code of Ordinances of the Town of Palm Beach is hereby amended at Chapter 66, Natural Resource Protection; Article I, In General; Section 66-2, Definitions, to read as follows:

“Sec. 66-2. - Definitions.

The following words, terms, and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

DSH means diameter at standard height (4.5 feet or 1.37 meters) measured from the top of rootball.

~~Evapotranspiration-based controller means an irrigation controller that calculates soil moisture from known weather and related inputs, as follows:~~

- ~~(1) Receives and monitors weather data or on-site environmental conditions;~~
- ~~(2) Calculates the amount of moisture input to and moisture lost from the soil and plants;~~
- ~~(3) Automatically creates or adjusts the irrigation schedule to apply only the amount of water necessary to maintain adequate soil moisture.~~

Hat racking means the removal of main stems, tops of trees, or a significant percentage of tree canopy, generally by cross-cutting the main stem(s) or leaders, leaving stubs.

Hedge means a dense row of regularly spaced shrubs planted to form a continuous, unbroken visual screen.

Mulch means nonliving organic, arsenic free material such as wood chips, pine straw or bark placed on the soil to reduce evaporation, prevent soil erosion, control weeds and buffer soil temperature. and synthetic materials customarily used in landscape design to retard erosion and retain moisture.

Native plant community is a natural association of plants dominated by one or more prominent native plant species.

Native plant species shall be the plant species indigenous to the ecological communities of South Florida, as indicated as native to South Florida by the University of Florida in the Atlas of Vascular Plants, or that can be scientifically documented to be native to South Florida.

Pollarding is a pruning system involving the removal of the upper branches of a tree thus promoting a dense head of foliage and branches.

Section 3. The code of Ordinances of the Town of Palm Beach is hereby amended at Chapter 66, Natural Resource Protection; Article IV, Vegetation, to read as follows:

“DIVISION 1. - GENERALLY

Sec. 66-212. - Purpose and intent.

It is the intent of the town to promote the health, safety and welfare of existing and future residents of the town by establishing minimum standards for the protection of natural plant communities, and the installation and continued maintenance of landscaping within the town, in order to:

- (1) Promote health and safety through greater use of cultural and biological controls and reduced use of chemical pesticides for the management of pests, such as whitefly.
- (2) Promote the planting of appropriate native vegetation to encourage the presence of birds and wildlife and to eliminate or significantly reduce the need for fertilizers, pesticides and water
- (3) ~~Promote water conservation and~~ Improve air quality by promoting evapotranspiration and through the use of permeable land areas for aquifer recharge and surface water filtration.
- (4) Maintain and improve the aesthetic appearance of the town through appropriate landscape design; thereby protecting and increasing property values throughout the community.
- (5) Improve the environmental quality of the town.
- (6) Eradicate or control certain ~~Category I~~ invasive exotic plant species and eradicate or control Category II invasive exotic plant species as listed on the most current Florida Exotic Pest Plant Council's List of Invasive Plant Species.
- (7) Protect and encourage native shoreline and wetland ecosystems.
- (8) Offer special guidelines for the removal and control of those pestilent exotic species that are particularly deleterious to native shoreline environments.
- (9) Protect listed plant species that inhabit the town as referenced in Sec. 66-312.
- (10) Reduce noise and pollution by designing landscaping to visually screen unsightly views and reduce noise impacts from major roadways and incompatible uses, through the filtering capacity of living trees and vegetation.
- (11) Provide a visual buffer between otherwise incompatible types of land uses.
- (12) Strengthen important vistas and reinforce desirable site design.
- (13) Promote energy conservation by encouraging cooling through the use of vegetation that creates shade.

(14) Encourage the use of rain harvesting systems, such as cisterns, as a means to conserve water by reducing overwatering of landscapes.

(15) Promote water conservation and lower water costs through the use of smart irrigation systems and planting native plants appropriate for the location.

Section 4. The code of Ordinances of the Town of Palm Beach is hereby amended at Chapter 66, Natural Resource Protection; Article IV, Vegetation, to read as follows:

DIVISION 4. - DESIGN REQUIREMENTS

Sec. 66-285. – General

(1). At least 25 percent (25%) of all new required landscaping, in the form of trees, shrubs and ground cover plants, other than grass, shall consist of native vegetation. To determine appropriate native vegetation the Xeriscape Plant Guide by the South Florida Water Management District, or if available County or regional lists as amended may be used.

(2) The hatracking of trees is prohibited; however pollarding is permitted.

Section 5. The code of Ordinances of the Town of Palm Beach is hereby amended at Chapter 66, Natural Resource Protection; Article IV, Vegetation, to read as follows:

Sec. 66-286. - Water conserving landscape design.

(5) Use of organic mulches. When appropriate, a minimum of two inches of arsenic-free organic mulch shall be installed around each tree planting for a minimum of 18 inches beyond its trunk in all directions, including palms, and throughout all hedge, shrub, and groundcover plantings. Mulch shall be pulled a minimum of two inches away from trees and palms. Appropriate mulching material consists of by-product or alternative mulches such as eucalyptus, pine needles, pine finds, oak leaf, Atlas grow soil, utility or other mulch as recommended by Florida Friendly Landscaping principles. The use of Cypress mulch, pine mulch, and dyed mulches is prohibited.

Section 6. Sec. 66-311. Prohibited Plants is hereby amended to include the following provisions:

(d) Prohibition of ficus benjamina. Due to extreme susceptibility of the invasive white fly pest and the consequent enforcement issues to require owners to treat or remove infested ficus benjamina, no new planting of ficus benjamina shall be allowed. The planting of appropriate native vegetation in a hedge or hedgerow is encouraged.

(ed) Protection of natural area and incentives. The county has recognized the Palm Beach Island Sanctuaries (R43 T43 S34; R43 T44 S03/10/15) located within

the town as a natural area containing high quality ecosystems that are worthy of protection. The town hereby adopts for purposes of the protection of said natural area and for purposes of the regulation of the buffer area around said natural area those sections of the County Code known as the "Palm Beach County Countywide Prohibited Invasive Non-Native Vegetation Removal Ordinance" relating to the protection and regulation of these areas. Additionally, the town adopts the incentive program offered by the county as incorporated within the "Palm Beach County Countywide Prohibited Invasive Non-Native Vegetation Removal Ordinance."

(fe) Enforcement. Violations of this section shall be:

- (1) Failure of a property owner to remove or eradicate prohibited invasive non-native vegetation in accordance with subsection (a) and (c) of this section.
- (2) Failure of a property owner to maintain nonexempt properties free of prohibited invasive non-native vegetation in accordance with subsection (c) of this section.

Section 7. 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 8. 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.

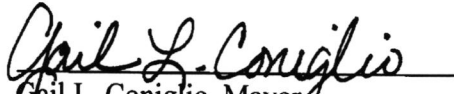
Section 9. Codification.

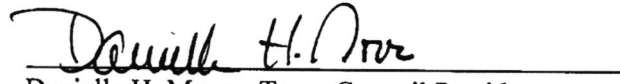
This Ordinance shall be codified and made a part of the official Code of Ordinances of the Town of Palm Beach.

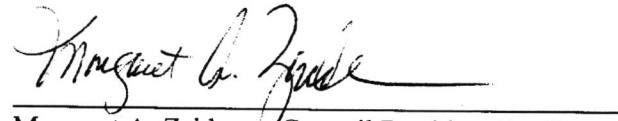
Section 10. Effective Date.

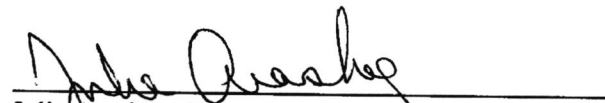
This Ordinance shall take effect immediately upon its passage and approval, as provided by law.

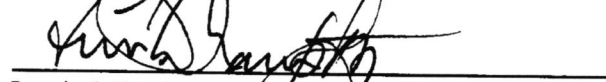
PASSED AND ADOPTED in a regular, adjourned session of the Town Council of the Town of Palm Beach on first reading this 19th day of March, 2019, and for second and final reading on this 9th day of April, 2019.


Gail L. Coniglio, Mayor

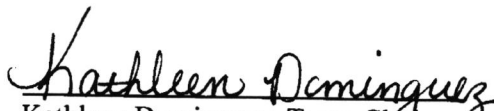

Danielle H. Moore, Town Council President


Margaret A. Zeidman, Council President Pro Tem


Julie Araskog, Town Council Member


Lewis S.W. Crampton, Town Council Member

ATTEST:


Kathleen Dominguez, Town Clerk


Bobbie Lindsay, Town Council Member



TOWN OF PALM BEACH

Information for ORS Meeting on: July 1, 2021

To: ORS Members

Via: Jay Boodheshwar, Deputy Town Manager

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

Re: Native Landscaping

Date: June 23, 2021

BACKGROUND

The Town Council adopted Ordinance No. 21-2018 on April 9, 2019. This ordinance amended Chapter 66, Natural Resource Protection, with regards to vegetation. The amendments included modified and new definitions, modifications to the purpose and intent of the vegetation article, and modified the design requirements of landscape projects. This ordinance added for the first time a minimum requirement of 25% native plants for new landscape projects.

This was a good step forward in requiring native landscaping to be part of every new landscape project. Native plants, although defined differently by many communities, basically are plants that naturally occur in this part of Florida, and do not require direct human interaction to grow. They are generally resistant to pests and require minimum moisture / irrigation to survive.

Once adopted, landscape designers began immediately providing simple data tables on their landscape plans that show the required 25% native landscape and the actual native landscape, which in every case equaled or exceeded the 25%. As staff worked with this new requirement on minimum native landscaping, it became clear that more work was required on the code to provide the details of native landscape calculations, and what plant material was to be included in the calculation measurement. As these items were reviewed, the actual native lists were examined, as there are many native plant lists that deal with South Florida. The need became clear that the new requirement raised more questions than answers, and staff and the Town Council worked last year to place this item before the ORS Committee.

GENERAL INFORMATION

Staff's study focused primarily on four general areas of review. The first area reviewed was the 25% requirement, and how the 25% should be calculated, and which plant classes are included in the count. The second review area was whether the arbitrary 25% is the appropriate percentage for the Town to require, and whether different percentages could be applied to different plant classes. The third area of review were the native landscape plant "lists" available to use and to try to identify which list best suits Palm Beach. Finally, the fourth area will be a full review of Chapter 66 to make certain that it is complete, consistent and not in conflict with other code regulations.

These studies started with a review of neighboring communities and an examination of their codes relative to the native landscaping. Staff also found the "Model Native Plant Landscape Ordinance Handbook", produced by the Florida Native Plant Society. Staff looked at several native plant lists, and spoke with several local landscape design professionals to get their thoughts on the best possible way to deal with the Town's desire to improve and resolve conflict with the native plant regulations.

Staff did their level best to put this memo and packet together based on facts. It is based on notes, emails, phone calls, and meetings that have taken place over the past year. We trust that all details are accurate and reflective of past conversations.

1. HOW TO CALCULATE THE TWENTY-FIVE PERCENT (25%) NATIVE REQUIREMENT

The first area of review was to look at the existing 25% native requirement and try to understand how this is quantified. The primary question that should be addressed is how the 25% metric is calculated. Does this mean 25% of the landscape area must be native, or 25% of the number of new plants must be native? Other questions remain, such as if the 25% represents area coverage, is it calculated at the time of plant material installation, or at maturity? Does it include only newly planted landscape areas, or the total landscaped area of a lot (some of the lot are may be untouched during the project)? Do you count the plants or coverage of shrubs located under a native tree canopy? How can staff or Commissioners determine if the 25% requirement is met if we have no common understanding of how the 25% is calculated?

Over the last year staff reached out to six local landscape design professionals to speak about this matter. Only two of them provided strong opinions on the best way to calculate the native requirement. Richard Rutledge, with Innocenti & Webel Hobe Sound, strongly favored counting the trees and shrubs. Keith Williams, with Nievera Williams Palm Beach, likes the area coverage approach. Most of the municipal ordinances reviewed were silent on how the calculation is performed. The Model Native Plant Landscape Ordinance Handbook suggests using area coverage.

2. IS THE TWENTY-FIVE PERCENT (25%) NATIVE REQUIREMENT SUFFICIENT

The next item reviewed was whether the Town requirement of 25% natives was sufficient, especially when compared to other municipalities that enacted native landscape regulations. Here is a simple comparison of required native plants in several (19) South and Central Florida communities:

MUNICIPALITY	NATIVE LANDSCAPE REQUIREMENT		MUNICIPALITY	NATIVE LANDSCAPE REQUIREMENT
Brevard County	50%		Dade County	30%
Indian River County	50%		Islamorada	75%
Key Colony Beach	50%		Key West	70%
Lee County	50% to 75%		Manalapan	50%
Manatee County	30%		Marathon	70%
Martin County	50%		Miami	30%
Monroe County	10% to 70%		Ocoee	40%
Pasco County	30%		Polk County	Recommended
Sanibel	75%		St. Lucie County	50% to 100%
West Palm Beach	65% (Point-Based)			

Many communities do not have native landscape requirements at this time. Some communities set differing minimum requirements for different classes of plants, such as Lee, St. Lucie, and Monroe Counties. Trees, palms, shrubs, vines, and ground cover could all have different native minimum requirements. Richard Rutledge suggested this practice for Palm Beach, especially for trees and shrubs.

Copies of neighboring codes are attached for your review. Each community takes a different approach to setting their landscape regulations. Raymond Jungles favors the regulations in Monroe County. Keith Williams likes the Martin County regulations and the point-based systems.

3. WHICH NATIVE LANDSCAPE LISTS SHOULD BE USED

The current Town Code found in Chapter 66 references a number of plant lists found in Florida. Section 66-2, Definitions, uses the University of Florida Atlas of Vascular Plants to help define “Native Plant Species”. This atlas is now called the Atlas of Florida Plants by the Institute for Systemic Botany, and can identify native plants by county. Section 66-212, Purpose and Intent, references the most current Florida Exotic Pest Plant Council’s List of Invasive Plant Species. Section 66-285 mentions three other lists, the Xeriscape Plant Guide by the South Florida Water Management District, the “county list” (not clear what this is referencing), and the “regional list” (not clear what this is referencing).

Copies of many of these lists are attached for your review.

Raymond Jungles and Susan Lerner both liked the native plants list from the Institute for Regional Conservation, Natives for Your Neighborhood, which online can be filtered by zip code. <https://regionalconservation.org/beta/nfyn/default.asp> Susan Lerner, Richard Rutledge and Keith Williams liked the list prepared by the Florida Native Plant Society, Native Landscape Plants for Your Area. <https://www.fnps.org/plants> Jorge Sanchez last year mentioned that he liked the South Florida Water Management District Waterwise Guide. https://www.sfwmd.gov/sites/default/files/documents/ww0_waterwise_all.pdf

There are minor differences between the lists as to what plant species are truly native.

4. OTHER CODE MATTERS REGARDING NATIVES

The final part of this review is to make certain that the balance of the native regulations are still relevant and understandable. I included the Model Native Plant Landscape Ordinance Handbook as a resource for this discussion, as the draft ordinance contained within the handbook speaks to a complete native program, including invasive plants. The ORS Committee may wish to review the draft ordinance in the handbook and determine if the Town Code (Chapter 66) could or should be amended to include any other native landscape provisions mentioned in the draft ordinance.

In closing, Susan Lerner spent a lot of her time helping staff sort through the issues and possible solutions. She also drafted a simple form that can be used for the review of landscape plans in the near future for land use projects going before Arcom, Landmarks and Town Council. That form (spreadsheet) is attached.

Attached:

- Ordinance No. 21-2018
- Landscape Codes for: Brevard, Dade, Indian River, Lee, Manatee, Martin, Monroe, Pasco, Polk, and St. Lucie Counties; and the municipalities of Islamorada, Key Colony Beach, Key West, Manalapan, Marathon, Miami, Ocoee, Sanibel, and West Palm Beach
- Florida Exotic Pest Plant Council's List of Invasive Plant Species
- Atlas of Florida Plants by the Institute for Systemic Botany
- Institute for Regional Conservation, Natives for Your Neighborhood
- Florida Native Plant Society, Native Landscape Plants for Your Area
- South Florida Water Management District Waterwise Guide
- Model Native Plant Landscape Ordinance Handbook
- Landscape Review Form

Land Planning
Landscape Architecture
Landscape Management

June 28, 2021

Town of Palm Beach
Planning, Zoning, Building
360 S. County Road
Palm Beach, Florida 33480

Attn: Mr. Wayne Bergman
Re: Update to Native Landscape Code – Town of Palm Beach

TREES / PALMS

Each lot should have a required amount of trees (formula based on LOS)

- 1 tree per (sf.) of LOS
- Palms can be substituted at a 3:1 ratio (typical of other municipalities)
- Palms should not exceed 50% of the required trees
- 50% of required trees should be native

SHRUBS

No minimum amount of required shrubs.

25% of all proposed shrubs, groundcovers, and vines should be native

25% of the QUANTITY – not COVERAGE

The above requirements could be reflected in a 'standard' chart that the Town would require all landscape plans to include.

NOTE:

For *MINOR* projects (with a limited scope of work) the above requirements would still be required within the outlined area of work. The *Limits of Work* would have to be clearly defined on the submitted plans. Staff could also waive this requirement if it didn't make sense based on a limited scope of work or hardscape only application (ie. gates, walkways, landscape lighting, etc...)

ARTIFICIAL TURF

Should be allowed for areas NOT visible from public ROW.

Should be counted as hardscape NOT LOS.

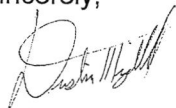
Should not exceed 10% of the total site.

Applicant would have to present to ARCOM for approval of physical sample.

There are substantial differences in the quality of synthetic turf applications on the market today.

For your consideration.

Sincerely,



Environment Design Group
Dustin M. Mizell, MLA RLA #6666784

Paramount Building
139 North County road, Suite 20-B
Palm Beach, FL 33480
561.832.4600 phone
meroney@environmentdesigngroup.com

TCM Backup 08-10-21

Wayne Bergman

From: Amanda Jungles <amanda@raymondjungles.com>
Sent: Friday, March 12, 2021 12:53 PM
To: Wayne Bergman
Cc: James Murphy
Subject: Native Landscape - RJL Response
Attachments: ww0_waterwise_all.pdf

*****Note: This email was sent from a source external to the Town of Palm Beach. Links or attachments should not be accessed unless expected from a trusted source. Additionally, all requests for information or changes to Town records should be verified for authenticity.*****

Good afternoon Wayne,

Per Raymond, "Wow! That SFWD guide is thorough." (See attached PDF)

Overall, Raymond looks up to Monroe County's requirement as the best. They require that all invasive species on a property have to be removed in order to get a building permit.

He thinks there needs to be a comprehensive list of native plants in the proper categories so it would be easy for people to select the correct plants.

Maybe this is something George Gann can do for the city as a consultant? At the least we feel that the link for the IRC website should be made available so the interested parties could find the right plants for their zip code.

<https://www.regionalconservation.org/index.html>

We would be happy to review and comment as this moves forward.

It is a very good thing you all are doing!

A few of our research notes below:

*Palm Beach Native Landscape Requirements Research
Currently 25% of landscape needs to be native.*

*SFWMD
Only a plant list*

*MONROE COUNTY
100% or required parking lot material shall be native
Min. of 50% of required trees shall be native Canopy species
Min. of 40% of required trees shall be native understory species
Max. of 10% required trees may be native palm species*

*MANALAPAN
50% of plant material to be native.
Min. of 50% of required trees shall be native species as per Director's list.
Min. of 50% of required shrubs and hedges shall be native species as per Director's list.
3 Palms count as 1 Canopy tree*

MIAMI

No less than thirty (30) percent of the required trees and/or palms shall be native species.

No less than thirty (30) percent of the shrubs shall be native species

Kind Regards,

Amanda Eva Jungles

New Business + Communications Director

O: +1 305 858 6777 (x06)

C: +1 786 239 8041

Raymond Jungles, Inc.

2964 Aviation Avenue

Miami, FL 33133

www.raymondjungles.com

**Please note we will be operating remotely until further notice. We will continue to be available by phone and email.*

Wayne Bergman

From: Jorge Sanchez <jorge@smila.net>
Sent: Sunday, August 02, 2020 3:18 PM
To: Wayne Bergman
Subject: Re: Florida Native

*****Note: This email was sent from a source external to the Town of Palm Beach. Links or attachments should not be accessed unless expected from a trusted source. Additionally, all requests for information or changes to Town records should be verified for authenticity.*****

Dear Wayne,

Please excuse my delayed response. It has been an unusual week for all of us.

SFWM does have their own list. It is one that includes Natives & what they term as "Waterwise". I like their list, being that it is more inclusive; much more South Florida. It steps beyond the Native Nazi & brings it to a much more realistic list of plants for our environment. They also have the technical, unbiased background for a more appropriate list.

The list of plants for the Barton Road project does have many of the plants they claim as Native that fit the categories above, though there are a few that fit no category at all.

Hope this helps,

Jorge

Jorge A. Sánchez

SMI Landscape Architecture

FOLLOW US ON



Instagram

P: 561.655.9006 || www.smila.net

Recipient of the Arthur Ross Award

From: MCP Wayne Bergman <wbergman@TownOfPalmBeach.com>
Date: Thursday, July 30, 2020 at 7:42 AM
To: Jorge Sanchez <jorge@smila.net>
Subject: RE: Florida Native

Thank you Sir. I appreciate any help or guidance that you can provide. It seems there are several "lists" of what Florida natives plants are. We should all be following the same list.

Wayne Bergman, MCP, LEED-AP
Acting Director

Town of Palm Beach
Planning, Zoning, Building
360 S. County Road
Palm Beach, FL 33480
Office: 561-227-6426
Mobile: 561-232-7406
www.townofpalmbeach.com

Wayne Bergman

From: Keith Williams <keith@nieverawilliams.com>
Sent: Thursday, April 01, 2021 4:13 PM
To: Wayne Bergman
Cc: James Murphy
Subject: Re: Updates to Native Landscape Code

*****Note: This email was sent from a source external to the Town of Palm Beach. Links or attachments should not be accessed unless expected from a trusted source. Additionally, all requests for information or changes to Town records should be verified for authenticity.*****

Hello Wayne!

The Krey's on Jupiter Island said to say hi, they spoke very highly of you!
They are looking at building in WPB.

One thing that always bothered me doing it by count is a 12' HT Pigeon Plum counts the same as a specimen 25x25 Buttonwood. That's one good thing about the current method as it takes the size (and cost) into consideration.

It could be more of a point system like West Palm does so having 25% native trees/palm/shrub/GC is one point, 50% 2 points, 75% 3 points, etc. and you have to get to a minimum level. That would allow you to still make it up if you don't meet one category.

Definitely need clarity on which list. Maybe the town needs to make their own? There are a lot of plants that ARCOM/LPC/Town Council, the Garden Club, etc all have referred to as 'native' that are not. That would let it expand more to Florida Friendly rather than strictly natives. I think Florida Friendly should count for something, after all the idea is sustainability and there are exotics plants that are very sustainable.

Keith Williams ASLA
Nievera Williams Design Incorporated
223 Sunset Avenue, STE 150
Palm Beach, Florida 33480
561 659 2820

From: Wayne Bergman <wbergman@TownOfPalmBeach.com>
Sent: Tuesday, March 30, 2021 9:20 AM
To: Keith Williams <keith@nieverawilliams.com>
Cc: James Murphy <jmurphy@TownOfPalmBeach.com>
Subject: Updates to Native Landscape Code

GM Keith – I hope that you are safe and well.

Wayne Bergman

From: Susan Lerner <slerner@palmbeachpreservation.org>
Sent: Friday, September 04, 2020 4:13 PM
To: Wayne Bergman
Cc: Amanda Skier
Subject: Re: Draft Spreadsheet
Attachments: 2019_Plant_List_ABSOLUTE_FINAL FLEPPC.pdf; Barton Avenue Native Report.xlsx; Template for 25% natives.xlsx

*****Note: This email was sent from a source external to the Town of Palm Beach. Links or attachments should not be accessed unless expected from a trusted source. Additionally, all requests for information or changes to Town records should be verified for authenticity.*****

Good afternoon, Wayne,

Attached are several documents.

1 - The Florida Exotic Pest Plant Council's 2019 list.

2 - Barton Avenue report. This is written in my original working format, not the final I am attaching to this email.

3 - Template for the Landscape Architects to provide plant schedule information. It must be an Excel document, as this will also be used by me, as my determining checklist.

4 - Regarding suitable plants for use in the Town. Instead of a list, which can be limiting to creativity, here are three links that can be easily used.

Zipcode plants list: <https://www.regionalconservation.org/beta/nfyn/plantlist.asp?ZipCode=33480>

Zipcode habitats list: <https://www.regionalconservation.org/beta/nfyn/habitatlist.asp?ZipCode=33480>

County Plant list:
<https://www.fnps.org/plants/specieslist/PalmBeach>

Let me know if there's any questions.

Have a great weekend!

Susan

Susan Lerner
Director of Horticulture
Preservation Foundation of Palm Beach
311 Peruvian Avenue
Palm Beach, Florida 33480
T 561.832.0731 x113
M 646.258.0081

TOWN OF PALM BEACH

Town Council Meeting on: August 10, 2021

Section of Agenda

Committee Reports

Agenda Title

Report of the Business and Administrative Committee Meeting Held on Thursday, July 8, 2021

Lew Crampton, Committee Chair

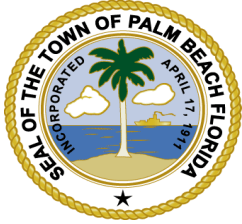
a. RESOLUTION NO. 059-2021 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Amending the Town of Palm Beach Master Fee Schedule by Modifying Parking Placard and Metered Parking Fees, and Providing an Effective Date.

Jay Boodheshwar, Deputy Town Manager

Presenter

ATTACHMENTS:

- ▣ **a. Report of the Business and Administrative Committee Meeting of July 8, 2021**
- ▣ **b. Memorandum Dated July 30, 2021 From Jay Boodheshwar, Deputy Town Manager**
- ▣ **c. Resolution No. 059-2021**



TOWN OF PALM BEACH

Town Manager's Office

REPORT OF THE BUSINESS AND ADMINISTRATIVE COMMITTEE MEETING HELD ON JULY 8, 2021

I. CALL TO ORDER AND ROLL CALL

The Business and Administrative Meeting was called to order on Thursday, July 8, 2021, at 9:30 a.m. via Zoom. On roll call, all committee members were found to be present.

II. PLEDGE OF ALLEGIANCE

Chair Crampton led the Pledge of Allegiance.

III. APPROVAL OF AGENDA

Motion was made by Member Lindsay and seconded by Chair Crampton to approve the agenda. On roll call, the Motion passed unanimously.

IV. REGULAR AGENDA

Chair Crampton provided an overview of agenda items being presented and indicated any approved actions will be forwarded to Town Council as recommendations for their approval.

A. Proposed Rate Increase for Paid Parking Spaces *Jay Boodheshwar, Deputy Town Manager*

Jay Boodheshwar, Deputy Town Manager, provided an overview of the proposed paid parking rates increase. The proposed rate increase includes placard fees for nonresidential parking spaces that are available to anyone, and hourly parking in various locations in Town. Mr. Boodheshwar noted that paid parking and placard fees have not been increased since 2019. Midtown Beach and Phipps Ocean Park fees have not increased since 2011.

As indicated by Mr. Boodheshwar, placard parking is a highly sought after program. Interest has increased and the program is in high demand. Most of the newly allocated placards have been sold out. There is great demand for parking spaces in the Midtown area. There was a discussion to expand the 400 Block of Peruvian. Mr. Boodheshwar noted this was to be heard at the Town Council meeting in July.

Mr. Boodheshwar stated the placard parking rate increased 20%, the last time rates were raised.

Staff is proposing a fee increase of 20%. The placards are sold in 1, 4, 6 and 12 month increments. It was noted that most placard card holders purchase the 12 month option.

Member Lindsay asked who purchases the majority of the placards. Mr. Boodheshwar responded, the majority are businesses or individual employees. Some contractors purchase these placards, as well.

Member Lindsay inquired as to the hours and days of the week the placards could be used. Mr. Boodheshwar stated the placard has a variety of underlying regulations, either time limit or paid parking. The holder of a placard can ignore the time limitation and/or ignore paying at the meter.

Member Lindsay stated it is a pretty good deal. Mr. Boodheshwar agreed. It was noted, the reason is to take pressure off juggling the cars every two hours. The Town wants to avoid people moving their cars every hour or two to avoid a ticket. Mr. Boodheshwar stated this creates less of a negative impact on the community. Noted this is a supply and demand question today.

Chair Crampton inquired if the rates being discussed are included in the proposed budget.

Amy Wood, Assistant Finance Director responded, the rates were done with the existing rate structure, this would add to the surplus funds.

Chair Crampton inquired about the amount of the additional revenue the Town would realize. Mr. Boodheshwar responded, he did not have a breakdown, however the total increase would be approximately \$400,000. Chair Crampton requested a breakdown of the revenue this would provide. Mr. Boodheshwar stated the information would be provided to Council.

Public Comment

Warren Belmar, 130 Sunrise Avenue, asked if there was a limit to the size of the vehicle that may be parked in front of homes in the area where placards are being considered. Mr. Boodheshwar responded, he believed the size was limited to passenger vehicles, such as cars, minivans, SUV's and pickup trucks. Mr. Belmar thought they were speaking of the workers and asked if pickup trucks were considered passenger vehicles. Mr. Boodheshwar responded in the affirmative.

Motion was made by Member Lindsay to approve the proposed placard price increase as outlined in the backup and take to Council. Seconded by Chair Crampton. On roll call, the Motion passed unanimously

A. Kiosk Pricing/Paid Parking/Park Mobile Revenue *Jay Boodheshwar, Deputy Town Manager*

Jay Boodheshwar, Deputy Town Manager provided an overview of the paid parking areas. Hourly rates were discussed for the various parking areas. The Town realized the trend was to pay by kiosk or pay by ParkMobile. Mr. Boodheshwar provided spreadsheets to show the trend revenues

on a monthly and yearly basis. The revenues were inclusive of paid parking.

It was noted, the projected budget for this year was \$225,000 for placard parking. This amount has already been exceeded, and \$243,300 has been realized. Last year approximately \$266,000 in revenue was collected. There was a total revenue projection of \$1.1M that has already been exceeded for paid parking, with approximately \$1.4M already received. Mr. Boodheshwar provided a breakdown of the locations and the percentage of paid parking revenues being generated. He indicated there was a trend that people were moving away from the physical kiosk device to either a telephone or a smartphone app based solution. The ParkMobile solution was implemented in 2015/2016, and the total revenue that year was 10% collected via ParkMobile. In fiscal year 2020/2021, YTD 44% of parking revenue was collected via ParkMobile.

Mr. Boodheshwar noted he expected to see continued growth in use of ParkMobile. In the future, he could envision no kiosks in the Town.

Mr. Boodheshwar showed the current and proposed rates to be reviewed by the BAC.

Member Lindsay inquired if the City of West Palm Beach had gone totally ParkMobile. Mr. Boodheshwar responded, West Palm Beach still has physical meters in certain areas.

Member Lindsay expressed interest in what the experts would say the percentage would be before an agency could just flip the switch and there are no options but to use virtual/telephone applications. She was concerned about the revenue comparison made between Midtown and Phipps Ocean Park. Noted Phipps Ocean Park is a beautiful re-nourished beach with lots of parking yet it represents only 8% of the revenue generated, compared to the 50% from Midtown. She understood there is more demand at Midtown Beach than in the Phipps Park area. Member Lindsay suggested reducing the rate at Phipps Ocean Park.

Chair Crampton indicated he would prefer to consider a recommendation of raising rates in those areas where there is an overflow or close to being an overflow of parking. Chair Crampton was not sure about increasing rates at Sunrise, Phipps Ocean Park or North County. Noted he was not inclined to have a blanket increase.

Member Lindsay indicated Floridians tend to go to the beach more in the summer, so we may want to consider Summer/Winter rates. Midtown is the most urgent area. She inquired about the issues at the Publix parking lot, Catholic Church and Greens. Wanted to know if we are pushing people into the private lots.

Mr. Boodheshwar stated the Town is not monitoring how private lots are being affected by the rates and regulation changes. He understands that some people will try to park in free parking and private lots. Mr. Boodheshwar stated this conversation should not be about the revenue, this conversation should be about the goals of the Town. The conversation is about the demand and the traffic which is created in the Midtown area and creates an adverse impact on the community. What can be done with the rates to promote the use of an area that is less dense and less traffic? Mr. Boodheshwar noted when the rates are set those rates are set to not incentivize people to not use those areas. People want to park close to the beach. Mr. Boodheshwar noted the BAC made

the recommendation to raise the rate from \$3 per hour to \$5 per hour on 100 block of Royal Palm to match what was happening on Ocean Boulevard. The decision was made to keep the rate at \$3 per hour, to encourage people between Wells and Sunrise to use those spaces instead of the spaces in that area. There is an inconsistency in the Midtown area, whereas South Ocean Boulevard and the 100 blocks of adjacent east/west streets are at \$5 but the 100 block of Royal Palm Way is at \$3 per hour. Staff recommends to raise the rates on South Ocean Boulevard, and apply the same rate on Royal Palm Way for consistency.

Chair Crampton stated that the 100 block streets and Royal Palm Way are together along with Midtown and should be consistent. This is where there is the most pressure for parking.

Member Lindsay agreed and wanted to add Sunrise and North County to be consistent with rates. Member Lindsay noted what she did not want to do was to incentivize people, like what was done with the Residential Permit Parking (RPP). Continued to say if any rates are to be decreased it would be at Phipps Ocean Park.

Public Comment

Warren Belmar, 130 Sunrise Avenue noted this was a very important issue. He stated, unfortunately this discussion was taking place when most residents are out of Town. Inquired of the cost of a parking ticket. Ben Alma, Support Services Manager responded the cost was \$60 per ticket.

Mr. Belmar commented, this was part of the impact to the Town residents and to the Town businesses, who rely on people being able to park in front or near their stores, shops, and having to worry about running out either from lunch or from shopping because of the limitation on time. He believed the focus should be more on the impact on Town residents and local Town businesses that the Town should try to save. Requested information regarding how many parking tickets in the past year and the revenue over the past year. Mr. Boodheshwar indicate that information is not available for this conversation.

Mr. Belmar stated he heard this is not a revenue raising issue. If it is targeted to raise \$400,000 at a time when the Town is experiencing beneficially large anticipated increase in revenue, why are the rates being raised. Why not decrease the revenue from the parking rates. Mr. Belmar stated he has not heard what the driving force for any of this is, except for treating everything equally and in a time of rising revenues. The discussion the Council will be having with respect to what the real estate will be and how large it surges with the surplus that is going to generate. He noted there is a very significant part coming from parking revenue and certainly during the summer months when all the residents who are in Town parking for the most part are the ones who are being charged, coupled with the rates for parking tickets is something that he believes the Town should take into account and all this ties into another issue. The Town is turning into what some might consider a paid parking lot and then enforcing it rigorously? Mr. Belmar asked what has become of the ambience of the Town for the residents. Noted there is no free parking spaces left near Town Hall for people to come and attend a meeting of the Town Council. He suggested to slow down and urged the Town Council not to make a decision when the residents are not in Town.

Chair Crampton thanked Mr. Belmar for his comments and responded all needed to look at the situation as not just the parking fees. Chair Crampton continued with some examples. The Town is creating a centralized valet service, dealt with subsurface and surface lots and making those available. Chair Crampton indicated the Town is not solely revenue driven, there is a fact that everyone must deal with, which is there are more people coming to the Town and they are coming from outside of the Town.

Member Lindsay agreed with Chair Crampton and inquired as to how many placards on Sunrise Avenue and the 100 block were sold to residents. Mr. Boodheshwar indicated there were 25 placards allocated and all 25 were sold. Mr. Boodheshwar did not know if they were residents who purchased the placards.

Member Lindsay stated people park in one space and go to different businesses. Noted part of the issue is the beach parking, which has expanded and been pushed north. Suggested leaving Sunrise Avenue and the 100 block at \$5 and raise Midtown, this would be more incentive for people to go park in this area. Stated the area is already overcrowded and there is more police enforcement and more calls with more activity. There is a constant increase of pressure on the traffic and parking from the growth in the county. Member Lindsay noted we need to be careful and thoughtful of the residents who remain in the Town during the summer months.

Motion was made by Chair Crampton and seconded by Member Lindsay to send to Town Council for review and approval of the revised rate schedule, which increases most rates but lowers the hourly rate at Phipps Ocean Park. On roll call, the Motion passed unanimously

- B. Review Draft Ordinance to Amend Chapter 134, Article I to Permit Supplemental Off-Site Shared Parking in Surface Lots and Parking Garages not Directly Adjacent to Residential Properties

Paul Castro, Zoning Administrator

- i. Proposed Amendment to the Town Code, Relative to Supplemental Off-Street Parking

Paul Castro, Zoning Administrator, noted April 8, 2020, the Town Council directed staff to draft a zoning text amendment which would allow commercial property owners to share their parking lots. The intent was to encourage optimal use of these parking lot facilities in order to help alleviate traffic and parking problems that have occurred in season throughout the Town. What was done was hours were limited. Because of this concern, the lot would only be used during daylight hours from 8 a.m. to 6 p.m. The parking would still have the same requirements or conditions, which could not be used for the supplemental parking to create a more intense use or a new use which would require or generate more parking based upon the code. Mr. Castro stated the Ordinance modified the definition for supplemental parking to include surface enclosed, partially enclosed or roof top parking facilities. In addition, staff believed this would sunset by March 13, 2023. This is a trial period. The permitted uses within the commercial districts for supplemental parking are allowed by special exceptions. This would be allowed by permitted use. Mr. Castro stated, what this does is open up all parking lots in CTS, CWA and COPI for supplemental offsite parking. This

does not open up the 100 block of Royal Palm Way that is CB, which is supplemental parking and was never permitted in that district. There were concerns the Palm House on the south side of Royal Palm Way was using the Wachovia parking lot for their events, because it was such an intense use, also in the CPC district where the supplemental parking was not permitted before. Mr. Castro noted the sunset provision was still in the code, it was moved to the end of the session.

Chair Crampton agreed with the sunset clause and was glad to see the language was clear regarding intensification. There was no desire to allow an increase use of property given the opening that is provided by the statute. Noted the hours of 8 a.m. to 6 p.m. was reasonable. Chair Crampton was not clear on the definition of next to residences.

Mr. Castro responded almost every parking lot within the Town abuts residential uses.

Member Lindsay made some comments regarding inconsistencies in the wording, which concerns her. She believes the Town Attorney needs to make sure the language is consistent, what is allowed, and the intent.

Mr. Castro responded, the way the Town of Palm Beach Code reads today, states the businesses can only have supplemental parking, but only if they have all the required parking first. None of the existing businesses in the Town have all of the required parking, which is required in the code. There needed to be an exception provided in the code. Mr. Castro explained the way in which it was intended to read is that you can have supplemental offsite parking for an existing use, without having the required parking onsite first. Mr. Castro stated what staff was trying to say was the business does not have to have all of the onsite parking to do supplemental offsite parking. As a permitted use, however, there is a provision in the code, as well, which says the business cannot expand or intensify the use using supplemental parking. If the business wanted to expand, it would not be supplemental parking it would be required parking. He explained the difference between supplemental and offsite parking.

Mr. Boodheshwar stated the way in which the code is presently written gives individuals the ability to do business with someone who owns a lot and wants to sell spaces. There may be situations where an entity wants to buy some spaces for their employees. The code needs to be modified to allow the entity to go and rent out spaces. Instead of individual transactions there would be only one transaction.

Mr. Castro agreed, and stated without having Council approval. Today the business is required to get special exception approval, if not they are non-compliant.

Chair Crampton stated the Town wanted to make that a matter of right. Mr. Castro responded, the Town is making all supplemental offsite parking a matter of right. But, he stated, there with a caveat, if there was a need to intensify use or create a new use that is required more parking the business would need to come before Council to receive approval.

Member Lindsay stated the language needed to be tweaked.

Public Comment: None

Motion was made by Chairman Crampton to make a recommendation to have the Town Attorney review the language and clean up any ambiguity and expand the ordinance to include offsite lots. Motion seconded by Member Lindsay. On roll call, the Motion passed unanimously.

- C. Discussion regarding. (1) Hours of Enforcement, (2) Maximum Hours Permitted in Paid Parking Areas, (3) Seasonal Parking Regulations, (4) Completion of Evening Hours Parking Study

Jay Boodheshwar, Deputy Town Manager

Mr. Boodheshwar stated this item was included to begin a conversation regarding the work plan for the committee. He suggested that they continue the conversation regarding commercial areas although at some point it will also include residential parking. Mr. Boodheshwar suggested the following items for further discussion: Hours of enforcement in paid and time limited free parking areas, Maximum time permitted for purchase in paid parking areas, Discussion of implementation of seasonal parking regulations, Completion of evening hours parking study. Mr. Boodheshwar provided a spreadsheet with the parking enforcement and time limits information Mr. Boodheshwar stated the hours of parking enforcement varied throughout the Town. He noted some streets are “enforced” 24/7, while others are limited to Monday – Saturday for partial hours each day. The Parking Enforcement Unit works seven days a week, year-round. Three (3) full-time (FTE) employees are approved for this unit (we currently have 1 vacancy), which is supported by four (4) contracted positions (we currently have 2 vacancies). Parking Enforcement works from 7:00 a.m. to 10:00 p.m. everyday. Parking Enforcement also serves as school crossing guards, averaging 153 hours per year to fulfill those duties. In addition, they averaged 499 hours directing traffic and 114 providing escorts. Mr. Boodheshwar stated there was a limit to the maximum number of hours which could be purchased in a paid parking area. The hours to be purchased vary from 2 hours up to 12 hours.

Member Lindsay stated she would like to begin the conversation, but she does not feel comfortable in making a recommendation. Stated she supports staff and understands there should be time limits. She encouraged consistency at the beach in the Midtown area. Noted, there has always been free one and two hour parking on Chilean and on the 200 block. She would like to see a more defined program.

Chair Crampton agreed. Commented some of focus should be on beach parking and time limits, homeowner’s issues and neighborhood behavior. Phipps Park is isolated, but if the Town was going to allow 24 hour parking, there needs to be a conversation.

Mr. Boodheshwar noted this conversation is helpful. There should be consistency within the block.

Member Lindsay indicated the enforcement should be consistent.

Chair Crampton stated staff has been given some direction on how to proceed with the time as well

as the enforcement which is the key. There needed to be signage as well.

Mr. Boodheshwar responded staff will produce a report for presentation at a future meeting with a set of recommendations which will address hours of enforcement and address maximum times to be purchased.

Public Comment

Warren Belmar, 130 Sunrise Avenue, agreed with Chair Crampton to identify the problem before trying to impose a solution, if we are trying to normalize the rate and the hours. Please look at the Sunrise Avenue hours, he believes it is the only place in Town that goes from 6 a.m. to 10 p.m. Requested to harmonize this area as well.

Member Lindsay responded there was an issue with the Airbnb Hotel and the Palm Beach Hotel and the parking which takes place there. Many of the people will park for free all night.

Mr. Belmar stated he looks out the window, he does not see what was stated. He does not see people parking on the street who have rented the Airbnb as a bad thing. But, if this is something the Town was trying to discourage, he understood. Commented by doing this the Town is impacting all of the residents on that street, there are at least 240 units. Noted if the reasoning behind having the time set from 6 a.m. to 10 p.m. is to disadvantage people staying at the hotel, he said he was not in agreement as being the motivation for impacting everyone else.

Member Lindsay stated this was an issue which was raised. The residents did not have any available parking.

Chair Crampton stated the issues have been explored.

Mr. Boodheshwar indicated the next item for discussion was related to seasonal parking regulations and Parking Utilization Study. Staff intends to conduct a Parking Utilization Study during the evening hours of the off-season and peak season to assist in potential changes to the enforcement days and hours of existing regulations. Staff would like the BAC's input relative to the parameters of said study, including which months should be included and what time periods. Looking for two data points for time. Suggested 7 p.m. and the other 9 p.m., the off-peak in September then waiting until January or February to the peak season study.

Member Lindsay stated there is a different clientele in the evening versus during the day.

Mr. Boodheshwar responded he will work with staff to put together a program and prepare information over a couple of months, and submit to the BAC.

Mr. Boodheshwar stated the last issue was, should the Town of Palm Beach consider seasonal parking regulations. He explained during the off-season the Town has one type of regulation and during the peak season, when there is higher demand the Town would have another type of

regulation. Mr. Boodheshwar stated this does exist in other communities that has a seasonal nature.

Chair Crampton and Member Lindsay were in agreement to explore seasonal regulations.

Mr. Boodheshwar noted all items which were recommended will be advanced to the August 10, 2021 Town Council meeting.

B. ANY OTHER MATTERS - *None*

C. ADJOURNMENT

The Business and Administrative Committee Meeting was adjourned at 11:33a.m. by Motion made by Member Lindsay and seconded by Chair Crampton. On roll call, the Motion passed unanimously.

Lewis S.W. Crampton, Chair

Queenester Nieves, CMC, Town Clerk

Date

TOWN OF PALM BEACH

Information for Town Council Meeting on: August 10, 2021

TO: Mayor and Town Council

VIA: Kirk W. Blouin, Town Manager

FROM: Jay Boodheshwar, Deputy Town Manager

RE: Proposed Changes to Fees for Placard and Metered Parking Spaces
Resolution No. 059-2021

DATE: July 30, 2021

STAFF RECOMMENDATION

Staff recommends Town Council approve Resolution 059-2021, adopting revised fees for placard and metered parking, as outlined below.

GENERAL INFORMATION

“Metered” paid parking (kiosk or ParkMobile) and placard fees were last increased in 2019. At that time, most paid parking fees were raised from \$2/hour to \$3/hour. New kiosks were installed in 2020 on the 100 block of Sunrise and the 100, 200 and 300 blocks of North County, and paid parking was implemented at a rate of \$5/hour. Paid parking was also recently implemented on the eastern ends of the 100 blocks of Brazilian, Australian, Chilean, Peruvian and Hammon at a rate of \$5/hour. The South Ocean Blvd (Mid-Town Beach) and Phipps Ocean Park meters have remained at \$5/hr since 2011.

After review with the Business and Administrative Committee at its July 8, 2021, meeting, the BAC made a few changes to staff’s original proposal and has recommended approval of the following:

1. Increase fees for the placard parking program by 20%, as outlined below.

1 Month Placard

Current: \$115
Proposed: \$138

6 Month Placard

Current: \$540
Proposed: \$648

4 Month Placard

Current: \$385
Proposed: \$462

12 Month Placard

Current: \$1,010
Proposed: \$1,212

2. Amend fees for “metered” paid parking as outlined below.

Bradley Place (100 Block)

Current: \$3/hour

Proposed: \$4/hour

Royal Palm Way (100 Block)

Current: \$3/hour

Proposed: \$6/hour

Royal Palm Way/Recreation Center Lot

Current: \$3/hour

Proposed: \$3/hour (NO CHANGE)

North County (100, 200 & 300 Blocks)

Current: \$5/hour

Proposed: \$6/hour

Peruvian (200 and 300 Blocks)

Current: \$3/hour

Proposed: \$4/hour

Sunrise (100 Block)

Current: \$5/hour

Proposed: \$6/hour

Phipps Ocean Park (South Lot)

Current: \$5/hour

Proposed: \$4/hour (DECREASE)

Phipps Ocean Park (North Lot)

Current: \$5/hour

Proposed: \$4/hour (DECREASE)

South Ocean Blvd (Mid-Town Beach)

Current: \$5/hour

Proposed: \$6/hour

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

Current: \$5/hour

Proposed: \$6/hour

South Lake Drive (Adjacent to Marina)

Current: No Parking Due to Construction

Proposed: \$4/hour

FUNDING/FISCAL IMPACT

The proposed fee amendments are anticipated to increase parking revenues by approximately \$360,000 annually, of which \$300,000 are anticipated in additional metered parking revenue and \$60,000 in additional placard revenue.

Attachment

Cc: Jane LeClainche, Director of Finance
Nicholas Caristo, Police Chief
Paul Brazil, Director of Public Works
Paul Colby, Facilities Manager
Ben Alma, Support Services Manager
Amy Wood, Assistant Director of Finance
Jim Palmer, Acting IT Director
Cori Cordero, GIS Coordinator

RESOLUTION NO. 059-2021

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

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

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

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

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

1 Month Placard
\$138

6 Month Placard
\$648

4 Month Placard
\$462

12 Month Placard
\$1,212

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

Bradley Place (100 Block)
\$4/hour

Royal Palm Way (100 Block)
\$6/hour

Royal Palm Way/Recreation Center Lot
\$3/hour

North County (100, 200 & 300 Blocks)
\$6/hour

Peruvian (200 and 300 Blocks)
Proposed: \$4/hour

Sunrise (100 Block)
Proposed: \$6/hour

Phipps Ocean Park (South Lot)
\$4/hour

Phipps Ocean Park (North Lot)
\$4/hour

South Ocean Blvd (Mid-Town Beach)
\$6/hour

**100 Blocks of Brazilian, Australian,
Chilean, Peruvian and Hammon**
\$6/hour

South Lake Drive (Adjacent to Marina)
\$4/hour

Section 3. The adopted fees shall become effective on October 1, 2021.

PASSED AND ADOPTED in a regular, adjourned session of the Town Council of the Town of Palm Beach assembled this 10th day of August, 2021.

Danielle H. Moore, Mayor

ATTEST:

Queenester Nieves, CMC, Town Clerk

TOWN OF PALM BEACH

Town Council Meeting on: August 10, 2021

Section of Agenda

Regular Agenda - Old Business

Agenda Title

COVID-19 Update

Kirk W. Blouin, Town Manager

a. COVID-19 Monthly Report

Darrel Donatto, Fire Rescue Chief

b. Discussion Regarding Board, Commission, and Committee Meeting Format and Participation

c. RESOLUTION NO. 093-2021 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Concurring with the Request of the Town's Chief of Police, to Extend the Chief's Declaration of the Existence of a State of Emergency within the Corporate Limits of the Town to September 14, 2021, Unless Earlier Terminated by the Chief of Police, at Which Time the Town Council will Address the Need for any Extension of the Declaration of Emergency; Providing for an Effective Date.

Presenter

ATTACHMENTS:

- ▣ **b. Letter Dated August 4, 2021, From Maggie Zeidman, Town Council President**
- ▣ **c. Resolution No. 093-2021**

August 4, 2021

Dear Chairs and Members of ARCOM, LPC, and Code Enforcement,

I last wrote to you in May, 2021, to inform you that the Council requested that your meetings return to “in person” in accordance with Governor DeSantis’ Executive Order that government bodies be physically present for meetings. However, according to Florida statute, commissioners and board members who have bona fide reasons to attend virtually could do so as long as a quorum was physically present. The expectation at that time was that all members of ARCOM, LPC and Code Enforcement would be physically present unless there was a reason which would preclude their attendance. The Council supported the change to “in person” meetings based on the following: the Palm Beach County positivity rate was 3% indicating low community spread; “breakthrough” infections were reported to be exceedingly rare; and vaccinated persons were not thought to transmit the virus to others.

However, according to recent reports from the CDC, Dr. Fauci and others, the delta variant is quite different. Vaccinated persons can become infected with the delta variant. They may carry the same viral load as those who are not vaccinated and they can transmit the virus to others. In addition to this new information on the delta variant, the County’s positivity rate has continued to increase week over week to very concerning levels. During the month of July the weekly average increased to 15.5% which indicates uncontrolled community spread.

For these reasons, as President I will recommend to the Council on Tuesday, August 10, that you will not be required to travel back and forth for meetings during the remainder of August. Most of you travel by air and there is no distancing that can be achieved on a commercial flight. The recommendation will include that your meetings be held virtually provided that a quorum is present in Town Hall. Of particular concern, is that you might become infected, be asymptomatic and pass the virus to others including those under 12 who are most vulnerable because they cannot be vaccinated.

Mayor Moore very clearly stated, at the Special Council meeting held on July 27 to discuss the increase in infections, that our most important obligation is to ensure the health, safety and welfare of the town. The Mayor and Council recognize that

your obligation is to protect your health and that of your families. It is my hope, that we can return to “in person” meetings in chambers in September. This is an achievable goal if the unvaccinated get vaccinated and wear a mask until they achieve full immunity.

Thank you for your patience with these changes. We strive to do the people’s business, but at the same time we must acknowledge that we are still in this pandemic. There is no handbook which provides a set of instructions on how to best conduct town business during a pandemic. The situation is fluid and we remain watchful.

Respectfully,

Maggie Zeidman
President, Town Council

RESOLUTION NO. 093-2021

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, CONCURRING WITH THE REQUEST OF THE TOWN'S CHIEF OF POLICE, TO EXTEND THE CHIEF'S DECLARATION OF THE EXISTENCE OF A STATE OF EMERGENCY WITHIN THE CORPORATE LIMITS OF THE TOWN TO SEPTEMBER 14, 2021, UNLESS EARLIER TERMINATED BY THE CHIEF OF POLICE, AT WHICH TIME THE TOWN COUNCIL WILL ADDRESS THE NEED FOR ANY EXTENSION OF THE DECLARATION OF EMERGENCY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, 2019 Novel Coronavirus Disease (COVID-19) is a severe, acute respiratory illness that can spread among humans through respiratory transmission and presents with symptoms similar to those of influenza; and

WHEREAS, the World Health Organization (WHO) has declared a pandemic related to COVID-19; and

WHEREAS, the Center for Disease Control and Prevention (CDC) has declared the potential public health threat posed by COVID-19 as "high", both in the United States and throughout the world; and

WHEREAS, on March 1, 2020, Governor Ron DeSantis issued Executive Order 20-51, declaring that appropriate measures to control the spread of COVID-19 in the State of Florida are necessary, and therefore directed that a Public Health Emergency be declared in the State of Florida; and

WHEREAS, on March 9, 2020, Governor Ron DeSantis issued Executive Order 20-52, declaring a State of Emergency in the State of Florida regarding the COVID-19 pandemic; and

WHEREAS, the President of the United States has declared a State of Emergency for the Country to address the public health threat to the United States of America as a result of COVID-19; and

WHEREAS, a threat of impact from COVID-19 exists throughout the corporate limits of the Town of Palm Beach and elsewhere; and

WHEREAS, COVID-19 poses a danger to life and the economic well-being of Palm Beach residents; and

WHEREAS, the Chief of Police of the Town of Palm Beach exercised his authority in March 2020, to declare a state of emergency in response to the threats associated with the Coronavirus pandemic.

WHEREAS, the Town Council approved Resolution No. 21-2020 on March 19, 2020, concurring with the extension of the declaration of emergency, and approved multiple subsequent resolutions in 2020 and 2021 to extend the Chief's declaration of emergency in response to the ongoing threats related to the Coronavirus pandemic.

WHEREAS, the Chief of Police of the Town of Palm Beach, pursuant to the authority of Section 58-41 of the Town Code of Ordinances, has again declared a state of emergency exists within the corporate boundaries of the Town; and

WHEREAS Florida Statute Section 870.042 provides that the designated official, in this case the Chief of Police, has the authority to exercise the emergency powers conferred in Sections 870.041 through 870.047 of the Florida Statutes; and

WHEREAS, Section 870.047, Florida Statutes, provides for the duration and termination of a State of Emergency and provides that the emergency declaration shall terminate at the end of the period of seventy-two (72) consecutive hours unless prior to the end of the seventy-two (72) hour period, the declaration of emergency has been terminated; and

WHEREAS, any extension of the seventy-two (72) hour time limit must be accomplished by request from the public official and the concurrence of the Town Council by duly enacted resolution in regular or special session; and

WHEREAS, the Town Council approved Resolution No. 080-2021 on July 27, 2021, granting the Chief of Police's request that the declaration of emergency be extended to August 10, 2021; and

WHEREAS, the Chief of Police has requested that the time limit for the declaration of emergency be extended again to September 14, 2021, unless earlier terminated by the Chief of Police.

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

Section 1. The request of the Chief of Police to extend the time period for the declaration of emergency is hereby granted.

Section 2. The declaration of emergency shall remain in effect until September 14, 2021, unless earlier terminated by the Chief of Police, at which time the Town Council will address the need for any extension of the declaration of the emergency.

Section 3. During this period of time, the Chief of Police has the authority to extend or amend any of the emergency measures declared in the initial declaration of emergency as provided by the terms of Florida Statute Section 870.045.

Section 4. This resolution shall take effect upon execution. A copy of this Resolution shall be filed in the office of the Town Clerk and delivered to the appropriate news media and by posting on the Town's website.

PASSED AND ADOPTED in a regular, adjourned session of the Town Council of the
Town of Palm Beach assembled this 10th day of August, 2021.

Danielle H. Moore, Mayor

ATTEST:

Queenester Nieves, CMC, Town Clerk

TOWN OF PALM BEACH

Town Council Meeting on: August 10, 2021

Section of Agenda

Regular Agenda - Old Business

Agenda Title

Town-wide Undergrounding Project:

TIME CERTAIN 1:30 P.M.

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

- a. Review of Project and Dashboard, Summary of Project Status
- b. RESOLUTION NO. 086-2021 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving the Award of Phase 4 South GMP, Town-Wide Overhead Utility Undergrounding Project to Burkhardt Construction, Inc. in the Amount of \$10,873,182 and Establishing a Project Budget of \$11,960,500.
- c. RESOLUTION NO. 087-2021 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving a Purchase Order to Kimley-Horn and Associates, Inc. for the Town-Wide Overhead Utility Undergrounding Project, Phase 4 South Construction Phase Services in the Amount of \$333,659 and Establishing a Project Budget of \$383,659.
- d. RESOLUTION NO. 088-2021 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving the Award of ITB No. 2021-05, Town-Wide Overhead Utility Undergrounding Project Phase 5 South to Wilco Electric, LLC in the Amount of \$6,629,360.64 and Establishing a Project Budget of \$7,623,764 and Award Phase 5 North to CR Dunn, Inc. in the Amount of \$6,416,941.56 and Establishing a Project Budget of \$7,379,502.
- e. RESOLUTION NO. 089-2021 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving a Purchase Order to Kimley-Horn and Associates, Inc. for Town-Wide Overhead Utility Undergrounding Project, Phase 5 South Construction Phase Services in the Amount of \$334,159 and Establishing a Project Budget of \$384,159.

f. RESOLUTION NO. 090-2021 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving a Purchase Order to Kimley-Horn and Associates, Inc. for the Town-Wide Overhead Utility Undergrounding Project, Phase 5 North Construction Phase Services in the Amount of \$334,157 and Establishing a Project Budget of \$384,157.

g. RESOLUTION NO. 091-2021 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving the Award of a Purchase Order to Burkhardt Construction, Inc. for Construction Management Services for Phase 5 North and South in the Amount of \$1,919,800 and Establishing a Project Budget of \$2,158,800.

Time Certain

1:30 PM

Presenter

ATTACHMENTS:

- ▣ a. Review of Project and Dashboard, Summary of Project Status
- ▣ b. Memorandum dated July 29, 2021, from Dean Mealy, CPPO Town Purchasing Manager
- ▣ b. Resolution No. 086-2021
- ▣ b. Kimley-Horn - GMP Review - PH4 South, Continued
- ▣ b. Kimley-Horn - GMP Review - PH4 South
- ▣ b. Cost Summary
- ▣ c. Memorandum dated July 27, 2021, from Dean Mealy, CPPO Town Purchasing Manager
- ▣ c. Resolution No. 087-2021
- ▣ c. Kimley-Horn Proposal
- ▣ d. Memorandum Dated August 2, 2021 From Dean Mealy, CPPO Town Purchasing Manager
- ▣ d. Resolution No. 088-2021
- ▣ d. Bid Tab Sheet No. 2021-05
- ▣ d. Bid Review Ph5
- ▣ d. Cost Summary
- ▣ e. Memorandum dated July 27, 2021, from Dean Mealy, CPPO Town Purchasing Manager
- ▣ e. Resolution No. 089-2021
- ▣ e. Kimley-Horn Proposal
- ▣ f. Memorandum dated July 27, 2021, from Dean Mealy, CPPO Town Purchasing Manager

- ▢ **f. Resolution No. 090-2021**
- ▢ **f. Kimley Horn Proposal**
- ▢ **g. Memorandum dated July 29,2021, from Dean Mealy, CPPO Town Purchasing Manager**
- ▢ **g. Resolution No. 091-2021**
- ▢ **g. Burkhardt Construction Proposal**

TOWN OF PALM BEACH

Information for Town Council Meeting on: August 10, 2021

TO: Mayor & Town Council

VIA: Kirk W. Blouin, Town Manager

VIA: Paul Brazil, Public Works Director

FROM: Patricia Strayer, Town Engineer

RE: Utility Undergrounding Project Status Report

DATE: July 26, 2021

I. COMMUNICATIONS:

A. Community Meetings:

Coffee with the Crew meetings will begin in October. The meeting for Phases 4 and 5 North will be at Palmo Park on October 4th. The meeting for Phases 2, 3, 4, and 5 South will be at Town Hall Square on October 11th.

B. Significant Postal Mail or E-mail

No significant mail or emails this month.

II. PROGRESS SUMMARY:

Overall Town-wide Construction Progress. Seven (7) of 15 construction zones are either complete or in progress/funded for construction, inclusive of Phases 1N, 1S, 2N, 2S, 3N, 3S and 4N.

A. Construction Progress:

Phase 1 North:

From the Inlet south to Onondaga Ave.

- Completed March 30, 2019

Phase 1 South:

From southern Town limits north to Sloan's Curve

- Completed April 3, 2020

Phase 2 North Construction:

From Esplanade Way to Ocean Terrace

- Completed October 29, 2020

Phase 2 South Construction:

From Sloan's Curve to the intersection of S. Ocean Blvd & S. County Road

- Phase 2 South, the project is 69% complete.
- Drilling continues with FPL equipment being set. Currently drilled up to Mar-A-Lago and will continue drilling north of this construction zone. The crews are now contacting properties along N. Ocean Blvd and the side streets.

Phase 3 North Construction:

From Osceola Way to the north-side of La Puerta Way

- Phase 3 North, the project is 99% complete.
- FPL energizing and conversions are complete.
- ATT & Comcast conversions are complete.
- Pole removal has begun and should be complete by mid-August.

Phase 3 South:

From S. Ocean Blvd & S. County Road to the alleyway south of Worth Ave.

- Phase 3 South construction is 18% complete.

Phase 4 North:

From south-side of La Puerta Way to north-side of List Road.

- Construction for Phase 4 North is 37% complete.

Phase 4 South:

From Peruvian Ave. north to Royal Palm Way & the Town Docks.

- Design is 99% complete.
- 61 of 62 easements are recorded or verbally approved.
- All right-of-way equipment locations were marked the first week in April.
- GMP for Phase 4 South will be presented to Town Council at the August meeting due to the need to include A-6 lift station electrical repairs and upgrades.

Phase 5 North:

From Country Club Road to Southland Road.

- Design is 94% complete.
- 75 of 82 (91%) easements are recorded or verbally approved.
- Bids were received and award is scheduled for August Town Council.
- Start of construction planned for September 2021.

Phase 5 South:

From South Lake Drive/Hibiscus Ave. & Peruvian Ave./Royal Palm Way, properties between the intracoastal waterway and the Atlantic Ocean and from Royal Palm Way to Seaspray Ave.

- Design is 94% complete.
- 71 of 77 (92%) easements are recorded or verbally approved.
- Bids were received and award is scheduled for August Town Council.
- Start of construction planned for September 2021.

Phase 6 North:

From Chateaux Drive & Kawama Lane to the south-side of Plantation Road.

- Design is 38% complete and on schedule.
- 12 of 72 (17%) easements approved.

Phase 6 South:

Seaspray Ave. to the south of Royal Poinciana Way.

- Design is 34% complete and on schedule.
- 15 of 103 (15%) easements approved.

Phase 7 North:

Palm Beach Country Club north to the south side of List Road.

- Design is 18% complete and on schedule.
- Easement acquisition has not started.

Phase 7 South:

Atlantic Ave. north to Via Los Incas & Sanford Ave.

- Design is 18% complete and on schedule.
- Easement acquisition has not started.

Phase 8:

Royal Poinciana Way north to Everglade Ave.

- Design is 12% complete and on schedule.
- Easement acquisition has not started.

III. FINANCIAL SUMMARY:

A. FEMA Grant Update:

- FEMA/FDEM is presently reviewing contracts for construction.
- Requested an update on the status of the requested (and approved) grant modification but still have not received a response from FEMA/FDEM.

B. Project Budget Summary:

There are no significant changes since the last report. Updates include processing of vendor pay applications for design, direct material purchases, and work performed in active phases. The full Underground Utility Project Financial Report is provided within your backup package with the summary page attached.

cc: Jane LeClainche, Finance Director
Kevin Schanen, Kimley-Horn & Associates

Underground Utility Project Budget
Project Financial Summary
July 31, 2021

Expenditures	Original OPC	Dec 2019 OPC	Budget	Actual	% Expended
Phase 1	\$ 12,620,000	\$ 12,910,000	\$ 12,824,617	\$ 12,890,445	100.5%
Phase 2	\$ 9,170,000	\$ 13,470,000	\$ 12,907,271	\$ 9,798,615	75.9%
Phase 3	\$ 10,910,000	\$ 15,400,000	\$ 16,016,430	\$ 7,087,287	44.3%
Phase 4	\$ 10,370,000	\$ 15,220,000	\$ 6,886,311	\$ 2,795,390	40.6%
Phase 5 (Includes \$8.5 Million FEMA Grant Offset)	\$ 14,090,000	\$ 11,694,645	\$ 1,698,543	\$ 1,451,472	85.5%
Phase 6	\$ 16,820,000	\$ 20,800,000	\$ 1,895,264	\$ 726,054	38.3%
Phase 7	\$ 11,730,000	\$ 15,910,000	\$ 1,619,090	\$ 354,359	21.9%
Phase 8	\$ 12,300,000	\$ 14,500,000	\$ 1,378,643	\$ 265,057	19.2%
Total Project Costs To Date	\$ 98,010,000	\$ 119,904,645	\$ 55,226,170	\$ 35,368,679	64.0%
Other Costs Associated Directly with the Project (Page 8)	\$ 570,000	\$ 1,005,390	\$ 1,005,390	\$ 955,288	95.0%
Grand Total of Costs Related to Project	\$ 98,580,000	\$ 120,910,035	\$ 56,231,560	\$ 36,323,967	64.6%
Debt Service and Related Debt Issuance Costs (Page 8)			\$ 10,187,640	\$ 10,498,923	103.1%
Total Other Costs Outside Underground Budget (Page 8)			\$ 1,343,876	\$ 2,250,056	167.4%
Grand Total of All Costs Related to the Project	\$ 98,580,000	\$ 120,910,035	\$ 57,575,436	\$ 38,574,023	67.0%

Total Project Budget - Opinion of cost for construction		\$ 120,910,035
% Budgeted/Encumbered To Date Project Costs		46.51%
% Spent to Date - Project Costs		30.04%

Project Revenues Received

Revenues	Budget	Actual	% of Budget
Revenues			
Prepaid Assessments	\$ -	\$ 18,330,518	0.0%
Assessment Revenue	\$ 17,580,000	\$ 17,269,043	98.2%
Commercial Paper	\$ -	\$ -	0.0%
Town Owned Property Prepaid Assessments	\$ 2,797,291	\$ 2,797,291	100.0%
Interest on Assessment Escrow	\$ -	\$ 396,389	0.0%
Interest	\$ 1,312,000	\$ 2,377,973	181.2%
GO Bond Proceeds 2018	\$ 60,500,000	\$ 60,499,897	100.0%
GO Bond Proceeds 2021	\$ 9,198,896	\$ 9,198,896	100.0%
1 Cent Sales Tax	\$ 5,000,000	\$ 2,416,667	48.3%
FPL		\$ 450,246	0.0%
FEMA Grant	\$ 8,500,000	\$ -	0.0%
Other			
Kevin McGann - CO #9	\$ -	\$ 34,900	0.0%
Donations - Civic Association	\$ 49,250	\$ 49,250	100.0%
Transfer from (307) Fund CIP	\$ 760,200	\$ 760,200	100.0%
Transfer from (001) General Fund - PM Salary	\$ 574,450	\$ 546,950	95.2%
Total Project Revenues	\$ 106,272,087	\$ 115,128,221	108.3%

Underground Utility Project Budget
Phase 1 Project Costs
July 31, 2021

	Original OPC	Dec 2019 OPC	Budget	Actual	% Expended
Project Engineering					
Task 2.1 - Detailed Design North End	590,000		472,063	472,063	100.0%
Task 2.2 - Detailed Design South End	740,000		619,411	619,411	100.0%
Task 2.3 - Permitting Assistance			17,790	17,790	100.0%
Task 2.4 - Bid Phase Assistance			42,166	42,166	100.0%
Task 2.5 - Meetings - Design Phase			125,399	125,383	100.0%
Subtotal Design Phase	\$ 1,330,000	\$ 1,280,000	\$ 1,276,829	\$ 1,276,813	100.0%
Construction Costs					
Phase 1 North Construction					
Preconstruction			\$ 19,720	19,720	100.0%
Burkhardt Construction			\$ 3,598,144	3,598,144	100.0%
Street Light Conversion			\$ 26,273	117,749	448.2%
Change Order for AT&T and Comcast Conduit			\$ 371,201	371,201	100.0%
Other Change orders			\$ 130,415	130,415	100.0%
Utility Design Costs			\$ 15,595	15,595	100.0%
Utility Construction Costs (FPL, Comcast, AT&T)			\$ 476,776	483,548	101.4%
Construction Engineering (KH)			\$ 230,532	205,818	89.3%
	\$ 4,210,000	\$ 4,930,000	\$ 4,868,657	\$ 4,942,190	101.5%
Phase 1 South Construction					
Preconstruction			\$ 22,200	22,200	100.0%
Whiting Turner Construction			\$ 4,450,977	4,450,977	100.0%
Change Order for AT&T and Comcast Conduit			\$ 125,147	125,147	100.0%
Other Approved Change Orders			\$ 12,749	12,749	100.0%
Utility Design Costs			\$ 33,013	33,013	100.0%
Utility Construction Costs (FPL, Comcast, AT&T)			\$ 1,374,193	1,362,028	99.1%
Construction Engineering (KH)			\$ 316,498	316,396	100.0%
	\$ 6,800,000	\$ 6,350,000	\$ 6,334,777	\$ 6,322,510	99.8%
Easement Recording Fees			\$ 740	740	100.0%
Legal Costs/Easement Acquisition - Jones Foster	\$ 280,000	\$ 350,000	\$ 301,359	\$ 306,723	101.8%
Legal Sketch and Description - Easements			34,000	33,215	97.7%
Easement Abandonment			\$ 8,256	8,256	100.0%
Total Phase 1 Costs	\$ 12,620,000	\$ 12,910,000	\$ 12,824,617	\$ 12,890,445	100.5%

Underground Utility Project Budget
Phase 2 Project Costs
July 31, 2021

	Original OPC	Dec 2019 OPC	Budget	Actual	% Expended
Phase 2 Design					
Kimley Horn					
Task 1.1 Phase 2 North Design	335,000		\$ 281,304	\$ 281,304	100.0%
Task 1.2 Phase 2 South Design	400,000		\$ 335,353	\$ 335,353	100.0%
Task 1.3 Permitting Assistance North and South			\$ 12,674	\$ 12,674	100.0%
Task 1.4 Bid Phase Assistance North and South			\$ 40,565	\$ 40,565	100.0%
Task 1.6 Meetings North and South			\$ 136,617	\$ 129,348	94.7%
Total Phase 2 Design	\$ 735,000	\$ 807,000	\$ 806,513	\$ 799,244	99.1%
Construction Costs					
Phase 2 North Construction					
Preconstruction			\$ 35,000	31,970	91.3%
Burkhardt Construction			\$ 4,015,865	4,013,700	99.9%
Approved Change Orders			\$ -	-	
FPL Design Cost			\$ 11,759	1,350	11.5%
ATT Design Cost			\$ 5,000	\$ 5,000	100.0%
Comcast Design Cost				\$ 4,582	
Utility Costs (FPL, Comcast, AT&T)			\$ 496,307	\$ 496,307	100.0%
FPL - Additional Vista Switches				\$ 54,938	
Street Light Conversion			\$ 19,186	\$ 19,186	100.0%
Construction Engineering (KH)			\$ 248,121	\$ 246,227	99.2%
Total Phase 2 North Construction	3,800,000	5,020,000	\$ 4,831,238	\$ 4,873,260	100.9%
Phase 2 South Construction	-				
Preconstruction			\$ 35,000	33,400	95.4%
Burkhardt Construction			\$ 6,494,596	3,471,239	53.4%
Approved Change Orders			\$ -		
FPL Design Cost			\$ 13,330	14,200	106.5%
ATT Design Cost			\$ 5,000	\$ 5,000	100.0%
Comcast Design Cost			\$ 5,000	\$ 4,582	91.6%
Utility Costs (FPL, Comcast, AT&T)			\$ 200,000	\$ 123,948	62.0%
Street Light Conversion			\$ 20,000	\$ 19,268	96.3%
Construction Engineering (KH)	-		\$ 282,973	\$ 240,680	85.1%
Total Phase 2 South Construction	4,435,000	7,424,000	\$ 7,055,899	\$ 3,912,317	55.4%
Easement Acquisition/Abandonment	200,000	219,000			
<i>Kimley Horn Easement Assistance</i>					
Task 1.5 Easement Assistance North			\$ 64,936	\$ 64,935	100.0%
Task 1.5 Easement Assistance South			\$ 77,466	\$ 77,467	100.0%
<i>Surveys</i>					
Task 1.7 Legal Sketch North			\$ 14,020	\$ 14,020	100.0%
Task 1.7 Legal Sketch South			\$ 21,725	\$ 19,939	91.8%
Advertising				\$ 1,101	
Jones Foster - Legal			\$ 25,000	\$ 23,933	95.7%
Postage			\$ -	\$ 544	
Recording Costs			\$ 3,605	\$ 3,359	93.2%
Easement Abandonment			\$ 6,870	\$ 8,496	123.7%
Total Easement Acquisition Costs	200,000	219,000	\$ 213,622	\$ 213,794	100.1%
Total Phase 2 Costs	\$ 9,170,000	\$ 13,470,000	\$ 12,907,271	\$ 9,798,615	75.9%

Underground Utility Project Budget
Phase 3 Project Costs
July 31, 2021

	Original OPC	Dec 2019 OPC	Budget	Actual	% Expended
Phase 3 Design					
Kimley Horn					
Task 1.1 Phase 3 North Design	\$ 325,000		\$ 280,189	\$ 280,189	100.0%
Task 1.2 Phase 3 South Design	\$ 535,000		\$ 486,333	\$ 486,323	100.0%
Task 1.3 Permitting Assistance			\$ 13,739	\$ 13,739	100.0%
Task 1.4 Bid Phase Assistance			\$ 36,834	\$ 36,834	100.0%
Task 1.5 Meetings			\$ 77,411	\$ 76,626	99.0%
Total Phase 3 Design	\$ 860,000	\$ 895,000	\$ 894,505	\$ 893,710	99.9%
Construction Costs					
Phase 3 North Construction	\$ 3,700,000	\$ 5,300,000			
Preconstruction			\$ 24,580	\$ 24,580	100.0%
Construction - Burkhardt			\$ 4,042,171	\$ 3,665,850	90.7%
Approved Change Orders					
FPL Design Cost			\$ 12,850	\$ 1,350	10.5%
ATT Design Cost			\$ 5,000	\$ 5,000	100.0%
Comcast Design Cost			\$ 3,128	\$ 3,128	100.0%
FPL Construction			\$ 87,101	\$ 87,101	100.0%
Street Light Conversion			\$ 4,249	\$ 4,249	100.0%
Utility Costs (Comcast & ATT)			\$ 409,387	\$ 409,387	100.0%
Construction Engineering (KH)			\$ 236,976	\$ 220,892	93.2%
Daniella Construction - Nightingale/LaPuerta - Townwide portion			\$ 243,470	\$ 243,470	100.0%
FPL Nightingale/LaPuerta - Townwide Portion			\$ 74,900	\$ 74,900	100.0%
Comcast Nightingale/LaPuerta - Townwide Portion			\$ 8,885	\$ 8,885	100.0%
AT&T Nightingale/LaPuerta Townwide Portion			\$ 30,555	\$ 30,555	100.0%
Total Phase 3 North Construction	\$ 3,700,000	\$ 5,300,000	\$ 5,183,252	\$ 4,779,346	92.2%
Phase 3 South Construction	\$ 6,090,000	\$ 8,875,000			
Preconstruction					
Construction			\$ 8,029,385	424,250	5.3%
Approved Change Orders					
FPL Construction			\$ 562,000	562,905	100.2%
FPL Design Cost			\$ 11,359	6,950	61.2%
FPL - 101 El Brillo				10,875	
ATT Design and Construction Cost			\$ 425,000	5,000	1.2%
Comcast Design and Construction Cost			\$ 195,128	3,128	1.6%
Construction Engineering (KH)			\$ 322,540	53,239	16.5%
Total Phase 3 South Construction	\$ 6,090,000	\$ 8,875,000	\$ 9,545,412	\$ 1,066,346	11.2%
Easement Acquisition/Abandonment	\$ 260,000	\$ 330,000			
<i>Kimley Horn Easement Assistance</i>					
Task 1 Easement Assistance North and South			\$ 273,390	\$ 271,663	99.4%
Legal Advertising				\$ 1,076	
Easement Amendment			\$ 49,285	\$ 49,198	99.8%
<i>Surveys</i>					
Task Legal Sketch South			\$ 37,436		0.0%
Jones Foster - Legal			\$ 25,000	\$ 21,018	84.1%
Recording Costs				\$ 4,929	
Easement Abandonment			\$ 8,150	\$ 1,244	
Total Easement Acquisition Costs	\$ 260,000	\$ 330,000	\$ 393,261	\$ 347,884	88.5%
Total Phase 3 Costs	\$10,910,000	\$15,400,000	\$ 16,016,430	\$ 7,087,287	44.3%

Underground Utility Project Budget
Phase 4 Project Costs
July 31, 2021

	Original OPC	Dec 2019 OPC	Budget	Actual	% Expended
Phase 4 Design					
Kimley Horn					
Task 1.1 Phase 4 North Design	\$ 402,000		\$ 312,317	312,317	100.0%
Task 1.2 Phase 4 South Design	\$ 413,000		\$ 451,284	451,284	100.0%
Task 1.3 Permitting Assistance			\$ 14,468	14,468	100.0%
Task 1.4 Bid Phase Assistance			\$ 37,899	34,109	90.0%
Task 1.6 Meetings			\$ 77,911	77,383	99.3%
Total Phase 4 Design	\$ 815,000	\$ 894,000	\$ 893,879	889,561	99.5%
Construction Costs					
Phase 4 North Construction	4,605,000	6,275,000			
Preconstruction			\$ 22,270	22,270	100.0%
Construction			\$ 5,043,010	1,294,430	25.7%
Approved Change Orders					
FPL BCE			\$ 91,543	91,543	100.0%
FPL Design Cost			\$ 12,757		
ATT Design Cost				5,000	
Comcast Design Cost				3,128	
Utility Costs (FPL, Comcast, AT&T)					
Construction Engineering (KH)			\$ 324,309	39,452	12.2%
Total Phase 4 North Construction	\$ 4,605,000	\$ 6,275,000	\$ 5,493,889	1,455,823	26.5%
Phase 4 South Construction	4,710,000	7,640,000			
Preconstruction			\$ 34,800	17,400	50.0%
Construction					
Approved Change Orders					
FPL Design Cost			\$ 13,160	1,350	10.3%
ATT Design Cost				5,000	
Comcast Design Cost				3,128	
Utility Costs (FPL, Comcast, AT&T)					
Construction Engineering (KH)					
Total Phase 4 South Construction	\$ 4,710,000	\$ 7,640,000	\$ 47,960	26,878	56.0%
Easement Acquisition/Abandonment	\$ 240,000	\$ 411,000			
<i>Kimley Horn Easement Assistance</i>					
Easement Assistance (KH)			\$ 280,270	280,254	100.0%
Easement Assistance (KH) -- Switches			\$ 67,747	67,231	99.2%
Easement Assistance (KH)			\$ 59,369	31,915	53.8%
<i>Surveys</i>					
Legal Sketch			\$ 38,230	38,092	99.6%
Legal Sketch - Switches			\$ 4,967		
Jones Foster - Legal					
Recording Costs				5,637	
Easement Abandonment					
Total Easement Acquisition Costs	\$ 240,000	\$ 411,000	\$ 450,583	423,129	93.9%
Total Phase 4 Costs	\$ 10,370,000	\$ 15,220,000	\$ 6,886,311	2,795,390	40.6%

Underground Utility Project Budget
Phase 5 Project Costs
July 31, 2021

	Original OPC	Dec 2019 OPC	Budget	Actual	% Expended
Phase 5					
Kimley Horn					
Task 1.1 Phase 5 North Design	\$ 520,000		\$ 454,210	\$ 386,079	85.0%
Task 1.2 Phase 5 South Design	\$ 600,000		\$ 606,951	\$ 521,978	86.0%
Task 1.3 Permitting Assistance North/South			\$ 17,100	\$ 17,100	100.0%
Task 1.4 Bid Phase Assistance North/South			\$ 37,899	\$ 18,950	50.0%
Task 1.6 Meetings North/South			\$ 77,911	\$ 75,821	97.3%
Total Phase 5 Design	\$ 1,120,000	\$ 1,195,000	\$ 1,194,071	\$ 1,019,926	85.4%
Construction Costs					
Phase 5 North Construction	\$ 5,890,000	\$ 8,055,000			
Preconstruction			\$ 59,100	29,550	50.0%
Construction					
Utility Costs (FPL, Comcast, AT&T)					
AT&T Design			\$ 5,000	5,000	100.0%
FPL Design Costs			\$ 16,223	17,573	108.3%
Construction Engineering (KH)					
Total Phase 5 North Construction	\$ 5,890,000	\$ 8,055,000	\$ 80,323	\$ 52,123	64.9%
Phase 5 South Construction	\$ 6,750,000	\$ 10,545,000			
Preconstruction			\$ 59,100	29,550	50.0%
Construction					
Utility Costs (FPL, Comcast, AT&T)					
AT&T Design			\$ 5,000	5,000	100.0%
FPL Design Costs			\$ 19,283	20,633	107.0%
Construction Engineering (KH)					
Total Phase 5 South Construction	\$ 6,750,000	\$ 10,545,000	\$ 83,383	\$ 55,183	66.2%
Easement Acquisition/Abandonment	\$ 330,000	\$ 365,000			
<i>Kimley Horn Easement Assistance</i>					
<i>Easement Assistance</i>			\$ 218,600	\$ 218,536	100.0%
Easement Assistance			\$ 81,086	\$ 71,871	88.6%
<i>Surveys</i>					
Legal Sketch			\$ 41,080	\$ 31,408	76.5%
Jones Foster - Legal					
Recording Costs				\$ 2,424	
Easement Abandonment				\$ 1,804	
Total Easement Acquisition Costs	\$ 330,000	\$ 365,000	\$ 340,766	\$ 324,239	95.2%
FEMA Grant		\$ (8,465,355)			
Total Phase 5 Costs	\$14,090,000	\$11,694,645	\$ 1,698,543	\$1,451,472	85.5%

Underground Utility Project Budget
Phase 6 Project Costs
July 31, 2021

	OPC	Dec 2019 OPC	Budget	Actual	% Expended
Phase 6 Design					
Kimley Horn					
Task 1.1 Phase 6 North Design	\$ 420,000		\$ 475,019	\$ 223,259	47.0%
Task 1.2 Phase 6 South Design	\$ 940,000		\$ 826,551	\$ 264,496	32.0%
Task 1.3 Permitting Assistance North/South			\$ 17,694		0.0%
Task 1.4 Bid Phase Assistance North/South			\$ 35,938		0.0%
Task 1.6 Meetings North			\$ 84,791	\$ 52,690	62.1%
Total Phase 6 Design	\$ 1,360,000	\$ 1,440,000	\$ 1,439,993	\$ 540,445	37.5%
Utility and Construction Costs					
Phase 6 North Construction	\$ 4,790,000	\$ 6,615,000			
Preconstruction					
Construction					
Approved Change Orders					
FPL Design Cost			\$ 15,868	15,868	100.0%
ATT Design Cost					
Comcast Design Cost					
Utility Costs (FPL, Comcast, AT&T)					
Construction Engineering (KH)					
Total Phase 6 North Construction	\$ 4,790,000	\$ 6,615,000	\$ 15,868	\$ 15,868	100.0%
Phase 6 South Construction	\$ 10,270,000	\$ 12,298,000			
Preconstruction					
Construction					
Approved Change Orders					
FPL Design Cost			\$ 19,394	29,924	154.3%
ATT Design Cost			\$ 10,000	10,000	100.0%
Comcast Design Cost					
Utility Costs (FPL, Comcast, AT&T)					
Construction Engineering (KH)					
Total Phase 6 South Construction	\$ 10,270,000	\$ 12,298,000	\$ 29,394	\$ 39,924	135.8%
Easement Acquisition/Abandonment	\$ 400,000	\$ 447,000			
<i>Kimley Horn Easement Assistance</i>					
Easement Assistance			\$ 351,594	\$ 125,019	35.6%
<i>Surveys</i>					
Legal Sketch			\$ 58,415	\$ 4,158	7.1%
Jones Foster - Legal					
Recording Costs				\$ 640	
Easement Abandonment				\$ -	
Total Easement Acquisition Costs	\$ 400,000	\$ 447,000	\$ 410,009	\$ 129,817	31.7%
Total Phase 6 Costs	\$ 16,820,000	\$ 20,800,000	\$ 1,895,264	\$ 726,054	38.3%

Underground Utility Project Budget
Phase 7 Project Costs
July 31, 2021

	OPC	Dec 2019 OPC	Budget	Actual	% Expended
Phase 7 Design					
Kimley Horn					
Task 1.1 Phase 7 North Design	\$ 450,000		\$ 492,488	\$ 172,371	35.0%
Task 1.2 Phase 7 South Design	\$ 480,000		\$ 630,830	\$ 138,783	22.0%
Task 1.3 Bid Phase Assistance North and South			\$ 35,938		0.0%
Task 1.4 Meetings North and South			\$ 77,616	\$ 693	0.9%
Total Phase 7 Design	\$ 930,000	\$ 1,237,000	\$ 1,236,872	\$ 311,846	25.2%
Utility and Construction Costs					
Phase 7 North Construction	\$ 5,140,000	\$ 7,005,000			
Preconstruction					
Construction					
Approved Change Orders					
FPL Design Cost			\$ 15,806	15,806	
ATT Design Cost					
Comcast Design Cost					
Utility Costs (FPL, Comcast, AT&T)					
Construction Engineering (KH)					
Total Phase 7 North Construction	\$ 5,140,000	\$ 7,005,000	\$ 15,806	\$ 15,806	0.0%
Phase 7 South Construction	\$ 5,380,000	\$ 7,320,000			
Preconstruction					
Construction					
Approved Change Orders					
FPL Design Cost			\$ 19,953	19,953	
ATT Design Cost					
Comcast Design Cost					
Utility Costs (FPL, Comcast, AT&T)					
Construction Engineering (KH)					
Total Phase 7 South Construction	\$ 5,380,000	\$ 7,320,000	\$ 19,953	\$ 19,953	0.0%
Easement Acquisition/Abandonment	\$ 280,000	\$ 348,000			
<i>Kimley Horn Easement Assistance</i>					
Easement Assistance			\$ 346,459	\$ 6,435	1.9%
Surveys					
Legal Sketch					
Jones Foster - Legal					
American Acquisition Group					
Temp Services					
Recording Costs				\$ 319	
Total Easement Acquisition Costs	\$ 280,000	\$ 348,000	\$ 346,459	\$ 6,754	1.9%
Total Phase 7 Costs	\$ 11,730,000	\$ 15,910,000	\$ 1,619,090	\$ 354,359	21.9%

Underground Utility Project Budget
Phase 8 Project Costs
July 31, 2021

	OPC	Dec 2019 OPC	Budget	Actual	% Expended
Phase 8 Design					
Kimley Horn					
Task 1.1 Phase 8 Design	\$ 1,010,000	\$ 1,151,000	\$ 1,029,017	\$ 164,643	16.0%
Task 1.2 Permitting Assistance			\$ 17,694		0.0%
Task 1.3 Bid Phase Assistance			\$ 14,430		0.0%
Task 1.4 Meetings			\$ 89,778	\$ 346	0.4%
Total Phase 8 Design	\$ 1,010,000	\$ 1,151,000	\$ 1,150,919	\$ 164,989	14.3%
Utility and Construction Costs					
Phase 8 Construction	\$ 10,990,000	\$ 13,107,000			
Preconstruction					
Construction					
Approved Change Orders					
FPL Design Cost					
ATT Design Cost					
Comcast Design Cost					
Utility Costs (FPL, Comcast, AT&T)					
Construction Engineering (KH)					
Total Phase 8 North Construction	\$ 10,990,000	\$ 13,107,000	\$ -	\$ -	0.0%
Easement Acquisition/Abandonment	\$ 300,000	\$ 242,000			
<i>Kimley Horn Easement Assistance</i>					
Easement Assistance			\$ 227,724	\$ 100,015	43.9%
Surveys					
Legal Sketch					
Jones Foster - Legal					
American Acquisition Group					
Temp Services					
Recording Costs				\$ 53	
Total Easement Acquisition Costs	\$ 300,000	\$ 242,000	\$ 227,724	\$ 100,068	43.9%
Total Phase 8 Costs	\$ 12,300,000	\$ 14,500,000	\$ 1,378,643	\$ 265,057	19.2%

Underground Utility Project Budget
Other Project Costs
July 31, 2021

Master Plan	Budget	Actual	% Expended
Task 1.1 - Data Collection & GIS Base Mapping	\$ 88,021	\$ 88,021	100.0%
Tash 1.1a Data Collection for Future Communications	\$ 23,511	\$ 23,511	100.0%
Task 1.2 - Conceptual Design and Master Plan	\$ 161,756	\$ 161,756	100.0%
Task 1.3 - Project Sequencing and Phasing	\$ 31,244	\$ 31,244	100.0%
Task 1.4 - Assessment of Traffic Impacts	\$ 77,660	\$ 77,660	100.0%
Task 1.5 - Project Delivery Methods	\$ 17,448	\$ 17,448	100.0%
Task 1.6 - Master Plan Document	\$ 45,053	\$ 45,053	100.0%
Task 1.7 - Meetings Master Planning Phase	\$ 113,135	\$ 113,123	100.0%
Task 1.8 - Master Plan Second Half	\$ 40,067	\$ 40,067	100.0%
Subtotal Master Planning	\$ 597,895	\$ 597,883	100.0%
Comcast Preplanning - Master Plan		\$ 12,015	
General Easement Assistance	\$ 24,976	\$ 24,976	
Community Outreach	\$ 282,519	\$ 220,414	78.0%
Peer Review Study - Patterson & Dewar (\$50,000 Offsetting Revenue)	\$ 100,000	\$ 100,000	100.0%
Total Other Project Costs	\$ 1,005,390	\$ 955,288	95.0%

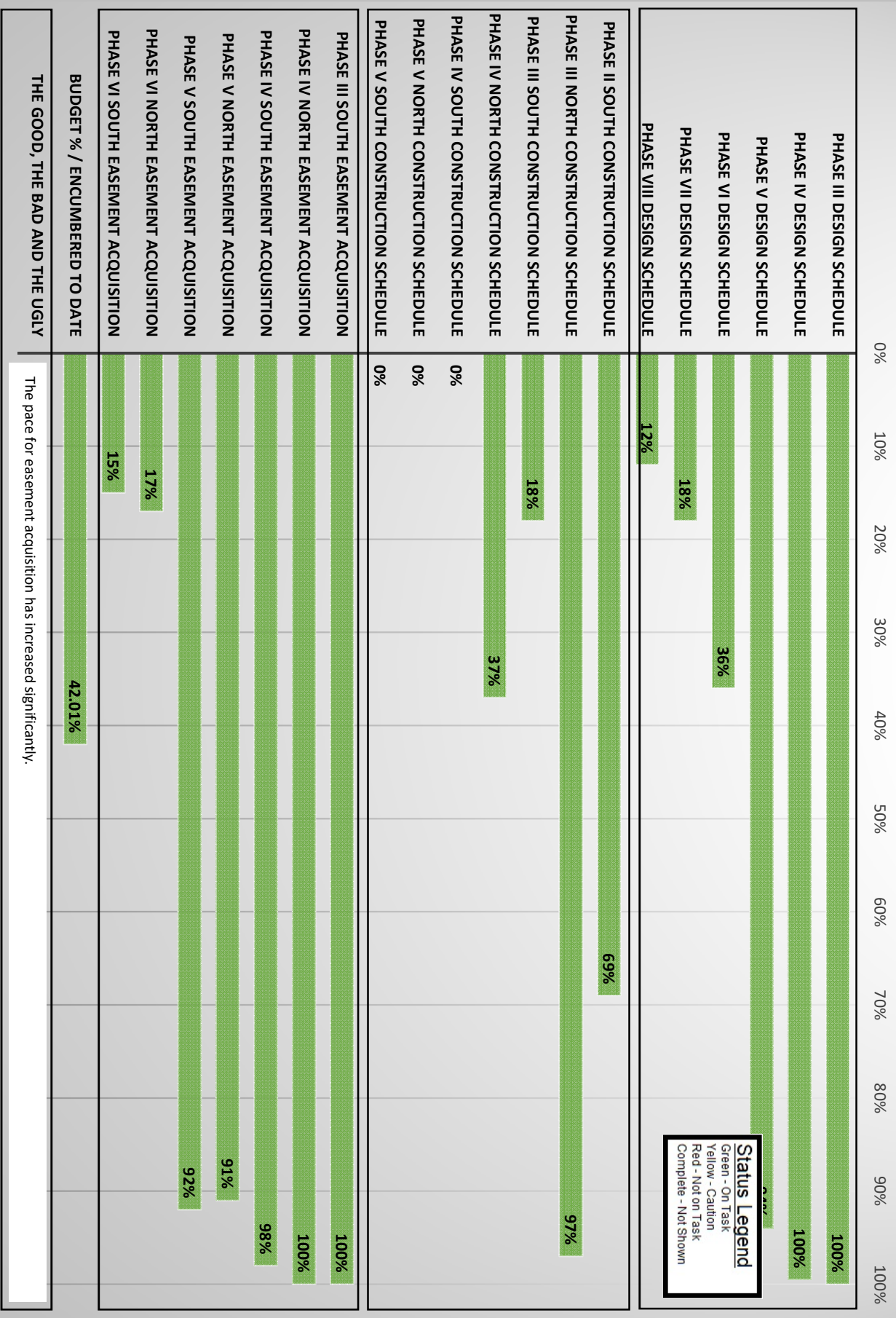
Debt Service and Related Debt Issuance Costs

	Budget	Actual	% Expended
Commercial Paper Issuance Cost		\$ 195,366	
Commercial Paper Fees		\$ 52,252	
Commercial Paper Interest		\$ 243,096	
GO Bond Closing Costs 2018	\$ 488,271	\$ 488,271	
GO Bond Closing Costs 2021	\$ 202,169	\$ 202,380	100.1%
GO Bond Debt Service	\$ 9,497,200	\$ 9,317,559	98.1%
Total Debt Service and Related Debt Issuance Costs	\$ 10,187,640	\$ 10,498,923	103.1%

Related Costs Outside of the Underground Project Budget

	Budget	Actual	% Expended
Costs paid from (307) Fund CIP			
Underground City of Lake Worth Section			
Project Design	\$ 25,231	\$ 24,430	96.8%
Project Construction	\$ 351,081	\$ 346,124	98.6%
Project Construction Engineering	\$ 11,607	\$ 12,849	110.7%
Utility Cost (FPL, Comcast, AT&T)	\$ 134,333	\$ 127,531	94.9%
Project Meeting Attendance	\$ 3,334	\$ 2,914	87.4%
Total Lake Worth Section	\$ 525,586	\$ 513,847	97.8%
Ibis Way PGD Improvements	\$ 14,583	\$ 14,583	100.0%
General Fund Costs			
Goldmacher v TPB Legal and Other Costs		\$ 183,701	
Kosberg v TPB Legal and Other Costs		\$ 606,882	
PBT Real Estate v TPB		\$ 183,996	
Gardner, Bist Bowden, Bush (Shef Wright)		\$ 24,799	
Temp Services - Easement acquisition	\$ 80,000	\$ 105,646	132.1%
Project Manager -Pay and benefits	\$ 599,707	\$ 509,657	85.0%
Telecommunications Consultant	\$ 89,000	\$ 83,210	93.5%
Peter Brandt (Contract Negotiations)	\$ 35,000	\$ 23,735	67.8%
Total Related Costs Outside of the Budget	\$ 1,343,876	\$ 2,250,056	167.4%

Town of Palm Beach - Underground Utility Project Dashboard - July 2021



TOWN OF PALM BEACH

Information for Town Council Meeting on: August 10, 2021

TO: Mayor and Town Council

VIA: Kirk W. Blouin, Town Manager

VIA: Jane Le Clainche, CPA Finance Director

FROM: Dean Mealy, CPPO Town Purchasing Manager

RE: Resolution to Approve the Award of Phase 4 South GMP, Town-wide Overhead Utility Undergrounding Project to Burkhardt Construction Inc.
Resolution No. 086-2021

DATE: July 29, 2021

STAFF RECOMMENDATION

Town staff recommends that Town Council approve the GMP for Phase 4 South, Town-wide Overhead Utility Undergrounding Project to Burkhardt Construction Inc. (BCI) in the Amount of \$8,803,506 and establish an Overall Project Budget.

Kimley-Horn and Associates, Inc. (KHA) has provided the following cost overview:

Phase Area	Construction Cost Proposal	Master Plan Opinion of Cost - 2019	Difference	% Difference
4S	\$8,803,506	\$6,400,000	\$2,403,506	+27.3%

Pursuant to Associated General Contractors, there is a 12.8% increase in construction costs from a year ago.

During GMP Negotiations with BCI and KHA, there was approximately \$45,000 worth of cost savings recognized.

All items that were originally noted as concern by KHA in the proposal of BCI were addressed which included approximately \$165,000 that was reallocated from Phase 4 South to Phase 5 South as a result of the concern from KHA of the GMP presented by BCI.

In addition, the Town and KHA recommend moving forward with the two complimentary projects to Phase 4 South as follows:

- Award GMP for A-6 Wastewater Pump Station Improvements in the Amount of \$1,906,326
- Award GMP for Phase 5 South Infrastructure of \$163,350

GENERAL INFORMATION

Kimley-Horn and Associates Inc. have provided a summary detailing the Burkhardt Construction Inc. Cost Proposal to the Master Plan of Cost -2019.

PROCUREMENT METHODOLOGY

When Phase 2 and 3 were solicited, provisions were exercised that upon satisfactory contractor performance, the Town could exercise the option to award Phase 4 to the existing contractor without competition.

This was conditional on an acceptable GMP to the Town.

FUNDING/FISCAL IMPACT

Funding for Phase 4 South and the Phase 5 infrastructure will be from the Underground Utility Fund and is financed with assessment revenue and bond proceeds.

The funding for the A-6 pump station will be from the Capital Improvement Fund.

PUBLIC WORKS REVIEW

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

TOWN ATTORNEY REVIEW

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

cc: Paul Brazil, P.E. Public Works Director
Patricia Strayer, P.E., Town Engineer

RESOLUTION NO. 086-2021

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF
PALM BEACH, PALM BEACH COUNTY, FLORIDA,
APPROVING THE AWARD OF PHASE 4 SOUTH GMP, TOWN-
WIDE OVERHEAD UTILITY UNDERGROUNDING PROJECT
TO BURKHARDT CONSTRUCTION INC. IN THE AMOUNT OF
\$10,873,182 AND ESTABLISHING A PROJECT BUDGET OF
\$11,960,500.**

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

Section 1. The Town Council of the Town of Palm Beach hereby approves Resolution No. 086-2021 approving the Award of Phase 4 South GMP, Town-wide Overhead Utility Undergrounding Project to Burkhardt Construction Inc. in the amount of \$10,873,182 and establishing a project budget of \$11,960,500.

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

PASSED AND ADOPTED in a regular, adjourned session of the Town Council of the Town of Palm Beach assembled this 10th day of August, 2021.

Danielle H. Moore, Mayor

ATTEST:

Queenester Nieves, CMC, Town Clerk

**Town of Palm Beach
Townwide Overhead Utility Undergrounding
Phase 4 - South
Guaranteed Maximum Price**

From: **Burkhardt Construction, Inc.**
Attn: Marc Kleisley, Vice President
1400 Alabama Ave.
West Palm Beach, FL 33401
Ph: (561) 659-1400
Fax: (561) 659-1402

Owner: **Town Of Palm Beach**
Public Works & Engineering Dept
951 Old Okeechobee Road
West Palm Beach, FL 33401
Tel: (561) 838-5440
Fax: (561) 835-4691

Engineer: **Kimley-Horn & Associates, Inc.** **Kimley-Horn & Associates, Inc.**
Attn: Kevin Schanen, P.E. Attn: Jason Lee, P.E.
1920 Wekiva Way, Suite 200 1920 Wekiva Way, Suite 200
West Palm Beach, FL. 33411 West Palm Beach, FL. 33411
Ph: (561) 845-0665 Ph: (561) 845-0665
Fax: (561) 863-8175 Fax: (561) 863-8175

Project(s): **Townwide Overhead Utility Undergrounding - Phase 4 - South
A6 Wastewater Pump Station Improvements**

Plans: Based On Bid Set Plans/Specifications BCI Dated April 5, 2021
Based On Bid Set Plans/Specifications BCI Dated May 4, 2021
Complete Plan Log(s) Attached

Location: Town of Palm Beach

Proposal Date: 7/12/2021; Rev. 7/26/21

Guaranteed Maximum price for Phase 4 - South - Overhead Utility Undergrounding	\$ 8,803,506.00
Guaranteed Maximum price for A6 Wastewater Pump Station Improvements	\$ 1,906,326.00
Guaranteed Maximum price for Phase 5 South Infrastructure	\$ 163,350.00
Total Guaranteed Maximum Price	\$ 10,873,182.00

**Town of Palm Beach
A6 Wastewater Pump Station Improvements
Guaranteed Maximum Price**

From: **Burkhardt Construction, Inc.**
Attn: Marc Kleisley, Vice President
1400 Alabama Ave.
West Palm Beach, FL 33401
Ph: (561) 659-1400
Fax: (561) 659-1402

Owner: **Town Of Palm Beach**
Public Works & Engineering Dept
951 Old Okeechobee Road
West Palm Beach, FL 33401
Tel: (561) 838-5440
Fax: (561) 835-4691

Engineer: **Kimley-Horn & Associates, Inc.**
Attn: Jason Lee, P.E.
1920 Wekiva Way, Suite 200
West Palm Beach, FL. 33411
Ph: (561) 845-0665
Fax: (561) 863-8175

Project: **A6 Wastewater Pump Station Improvements**

Plans: Based On Bid Set Plans/Specifications BCI Dated May 4, 2021
Complete Plan Log Attached

Location: Town of Palm Beach

Proposal Date: 7/12/2021; Rev. 7/26/21

Direct Construction Costs:	\$ 1,598,600.00
General Conditions	\$ 82,596.52
Project Management	\$ 95,130.00
Profit	\$ 129,999.48
A6 Wastewater Pump Station Improvements GMP	\$ 1,906,326.00

**Town of Palm Beach
Townwide Overhead Utility Undergrounding
Phase 4 - South**

Guaranteed Maximum Price

From: **Burkhardt Construction, Inc.**
Attn: Marc Kleisley, Vice President
1400 Alabama Ave.
West Palm Beach, FL 33401
Ph: (561) 659-1400
Fax: (561) 659-1402

Owner: **Town Of Palm Beach**
Public Works & Engineering Dept
951 Old Okeechobee Road
West Palm Beach, FL 33401
Tel: (561) 838-5440
Fax: (561) 835-4691

Engineer: **Kimley-Horn & Associates, Inc.**
Attn: Kevin Schanen, P.E.
1920 Wekiva Way, Suite 200
West Palm Beach, FL. 33411
Ph: (561) 845-0665
Fax: (561) 863-8175

Project: **Townwide Overhead Utility Undergrounding - Phase 4 - South**

Plans: Based On Bid Set Plans/Specifications BCI Dated April 5, 2021
Complete Plan Log Attached

Location: Town of Palm Beach

Proposal Date: 7/12/2021; Rev. 7/26/21

Direct Construction Costs:	\$ 6,754,781.05
General Conditions	\$ 577,533.95
Project Management	\$ 924,054.00
Profit	\$ 547,137.00

Phase 4 South - Townwide Overhead Utility Undergrounding GMP	\$ 8,803,506.00
---	------------------------

Phase 5 South Infrastructure GMP	\$ 163,350.00
---	----------------------

Town of Palm Beach

A6 Wastewater Pump Station Improvements Direct Construction Costs

Prepared by Burkhardt Construction, Inc.

LEGEND FOR ABBREVIATIONS			
EA - Each	SF - Square Foot		
E/D - Each Day	SY - Square Yard		
DAY - Daily	TCY - Truck Cubic Yard		
LS - Lump Sum	ALL - Allowance		
ROL - Rolls			
LF - Lineal Foot			

Item Description	Quantity	U/M	Unit Price	Amount		Labor	Equipment	Material	Subcontractor	General/Rental	Subtotal
A6 Wastewater Pump Station Improvements MOBILIZATION / DEMOBILIZATION / GENERAL CONDITIONS BY-PASS PUMPING DEMOLITION OF EXISTING PUMP STATION RENOVATIONS GENERATOR / FUEL TANK / FUEL PIPING VENTILATION SYSTEM MODIFIED BITUMEN ROOF RE-WIRE PUMPS TO 480V - 3 PHASE ELECTRICAL AND CONTROLS SITE RESTORATION	1 LS		\$50,000.00	\$	50,000.00			MLCI	50,000		50000
	1 LS		\$224,000.00	\$	224,000.00			MLCI	224000		224000
	1 LS		\$85,000.00	\$	85,000.00			MLCI	85000		85000
	1 LS		\$198,000.00	\$	198,000.00			MLCI	198000		198000
	1 LS		\$279,000.00	\$	279,000.00			MLCI	279000		279000
	1 LS		\$88,000.00	\$	88,000.00			MLCI	88000		88000
	1 LS		\$36,000.00	\$	36,000.00			MLCI	36000		36000
	1 LS		\$67,200.00	\$	67,200.00			MLCI	67200		67200
	1 LS		\$564,800.00	\$	564,800.00			MLCI	564800		564800
	1 LS		\$6,600.00	\$	6,600.00			MLCI	6600		6600

A6 Wastewater Pump Station Improvements Direct Construction Cost Total					\$1,598,600.00	Labor	0	Equipment	0	Material	0	Subcontractor	1598600	General/Rental	0	Subtotal	1598600
---	--	--	--	--	-----------------------	-------	---	-----------	---	----------	---	---------------	---------	----------------	---	----------	---------

Town of Palm Beach

Phase 4 South - Overhead Utility Undergrounding
Direct Construction Costs; Revised 7/26/21

Prepared by Burkhardt Construction, Inc.

LEGEND FOR ABBREVIATIONS			
EA - Each	SF - Square Foot		
E/D - Each Day	SY - Square Yard		
DAY - Daily	TCY - Truck Cubic Yard		
LS - Lump Sum	ALL - Allowance		
ROL - Rolls	NIC - Not in Contract		
LF - Lineal Foot			

Item Description	Quantity	U/M	Unit Price	Amount	Labor	Equipment	Material	Subcontractor	General/Rental	Subtotal		
FPL - ATT - COMCAST OVERHEAD UTILITY UNDERGROUNDING GENERAL REQUIREMENTS (ALLOWANCE) SITE CLEANING, DEBRIS REMOVAL, TREE PROTECTION, SPECIALTY SIGNAGE CONCRETE RESTORATION AFTER POLE REMOVAL ALLOWANCE FOR SURVEY RE-STAKING OFF DUTY POLICE OFFICERS TEMPORARY STREET LIGHTING UNDERGROUNDING OF FPL - COMCAST - ATT UNDERGROUNDING OF UTILITIES NIGHT MASTER CONTROLLERS (PER C9.01 & 9.02) PROPOSED LANDSCAPING AT TRANSFORMERS FPL BINDING COST ESTIMATE AND INSTALLATION FEES COMCAST INSTALLATION FEES ATT INSTALLATION FEES												
			1 ALL	\$40,000.00	\$	40,000.00			ALLOW		40000	40000
			1 ALL	\$20,000.00	\$	20,000.00			ALLOW		20000	20000
			1 ALL	\$10,000.00	\$	10,000.00			ALLOW		10000	10000
			NIC									
			NIC									
			1 LS	\$6,595,331.05	\$	6,595,331.05			WILCO	6595331.05		6595331.05
			1 LS	\$54,450.00	\$	54,450.00			WILCO	54450		54450
			1 ALL	\$35,000.00	\$	35,000.00			ALLOW	35000		35000
BY OTHERS BY OTHERS BY OTHERS												
Townwide Overhead Utility Undergrounding - Phase 4 South Total Direct Construction Costs					Labor	Equipment	Material	Subcontractor	General/Rental	Subtotal		
					0	0	0	6684781.05	70000	6754781.05		



Town of Palm Beach Townwide Overhead Utility Undergrounding Phase IV - South Schedule of Values Prepared by Burkhardt Construction, Inc.	Submitted By: Wilco Electrical, LLC 0 0 0 0 0			
Item Description	Quantity	U/M	Unit Price	Amount
UNDERGROUNDING OF FRANCHISE UTILITIES (FPL, COMCAST, ATT)				\$6,595,331.05
MISCELLANEOUS ITEMS				\$1,661,040.00
NPDES WEEKLY REPORTING	0	EA	BY OTHERS	
NPDES SET UP & MAINTENANCE	1	LS	\$30,000.00	\$ 30,000.00
PERFORMANCE & PAYMENT BONDS	1	LS	\$32,650.00	\$ 32,650.00
MAINTENANCE OF TRAFFIC INCL FLAGMEN	1	LS	\$450,000.00	\$ 450,000.00
SAWCUT EXISTING ASPHALT PAVEMENT	30	LF	\$20.00	\$ 600.00
REMOVE EXISTING ASPHALT PAVEMENT	200	SF	\$22.00	\$ 4,400.00
SAWCUT EXISTING CONCRETE	65	LF	\$20.00	\$ 1,300.00
REMOVE & DISPOSE OF EXISTING CONCRETE BIKE PAD	127	SF	\$25.00	\$ 3,175.00
REMOVED & DISPOSE OF EXISTING CONCRETE CURB	115	LF	\$40.00	\$ 4,600.00
REMOVE & DISPOSE OF EXISTING CONCRETE SIDEWALK	60	SF	\$25.00	\$ 1,500.00
CONCRETE SIDEWALK REDUCTION PER PLAN SHEET C8.04 DETAIL	35	EA	\$1,750.00	\$ 61,250.00
SAWCUT / REMOVE ASPHALT / EXCAVATE /SUBGRADE / COMPACT CURB PAD / INSTALL "D" CURB	340	LF	\$120.00	\$ 40,800.00
RECONSTRUCT RETAINING WALL COMPLETE PER ENLARGED DETAIL SHOWN ON PLAN SHEET C3.12 / PAINT TO MATCH EXISTING WALL	25	LF	\$450.00	\$ 11,250.00
SAW CUT/REMOVE/DISPOSE OF EXISTING CONCRETE PAD / DRIVEWAY	2	EA	\$1,950.00	\$ 3,900.00
REMOVE / DISPOSE OF EXISTING FENCE	130	LF	\$10.00	\$ 1,300.00
CONSTRUCT 6' WIDE WOOD GATE IN EXISTING FENCE/PAINT TO MATCH EXISTING	1	EA	\$3,500.00	\$ 3,500.00
REMOVE EXISTING FENCE ENCLOSURE / FURNISH & INSTALL 6' TALL WOOD SHADOWBOX FENCE ENCLOSURE SHOWN ON PLAN SHEET C3.04 / PROVIDE 1 EA. 8'-WIDE DOUBLE GATE CENTERED ON SWITCHING SPACE OF 3 PHASE TRANSFORMER & 2-EACH 4'-SINGLE GATES CENTERED ON THE SWITCHING SPACE OF EACH SINGLE PHASE TRANSFORMER	1	LS	\$8,500.00	\$ 8,500.00
CONSTRUCT 3' CHAIN LINK FENCE AT TRANSFORMER LOCATION (PLAN SHEET C3.12)	1	LS	\$1,500.00	\$ 1,500.00
RESTORE EXISTING EXFILTRATION TRENCH AS REQUIRED PER TOWN RECORDS / PLAN SHEET C3.00	ELIMINATED		\$0.00	
RELOCATE EXISTING PATHWAY LIGHT	1	EA	\$950.00	\$ 950.00
RELOCATE EXISTING GAS MAIN / COORDINATE WITH FPU	0	LF	BY OTHERS	
REMOVE EXISTING ABANDONDED GAS SERVICE	0	LF	BY OTHERS	
FURNISH AND INSTALL REMOVABLE BOLLARDS	76	EA	\$1,500.00	\$ 114,000.00
FURNISH & INSTALL FIXED BOLLARDS	28	EA	\$1,000.00	\$ 28,000.00
FURNISH AND INSTALL 5" FIXED BOLLARDS	5	EA	\$1,200.00	\$ 6,000.00
REMOVE AND REINSTALL BIKE RACK	1	EA	\$4,000.00	\$ 4,000.00
REMOVE EXISTING TREES	17	EA	\$500.00	\$ 8,500.00
REMOVE EXISTING HEDGE	46	LF	\$25.00	\$ 1,150.00
REMOVE EXISTING VEGETATION	10	LF	\$25.00	\$ 250.00
REMOVE EXISTING SHRUB & LANDSCAPING / INSTALL 8" CRUSHED CONCRETE / GRADE / COMPACT / PAVE WITH 1-1/2" TYPE S-3 ASPHALT	354	SF	\$35.00	\$ 12,390.00
MODIFY EXISTING SHEET PILE (135 CHILEAN AVE)	1	LS	\$650.00	\$ 650.00
RELOCATE EXISTING BACKFLOW PREVENTERS (135 CHILEAN AVE)	2	EA	\$1,600.00	\$ 3,200.00
ENCASE EXISTING SANITARY SEWER IN CONCRETE	60	LF	\$55.00	\$ 3,300.00
EXISTING CAMERA AND POLE TO BE RELOCATED OUTSIDE OF TRANSFORMER CLEAR SPACE (PLAN SHEET C3.14)	1	LS	\$1,750.00	\$ 1,750.00

Item Description	Quantity	U/M	Unit Price	Amount
REMOVE / RELOCATE / REINSTALL EXISTING SIGNAGE	4	EA	\$650.00	\$ 2,600.00
REMOVE / RELOCATE / REINSTALL EXISTING STREET LIGHT OUT OF SWITCHING SPACE (PLAN SHEET C3.16)	1	EA	\$4,300.00	\$ 4,300.00
STRIPE EXISTING PARK SPACE (350 S. COUNTY ROAD-SHEET C3.11)	35	LF	\$25.00	\$ 875.00
REMOVE EXISTING BROKEN CMU WALL (201 WORTH-SHEET C3.04)	1	LS	\$3,900.00	\$ 3,900.00
LOAD/HAUL/DISPOSE OF SURPLUS FILL	1	LS	\$65,000.00	\$ 65,000.00
REMOVE / CLEAR / GRUB / DISPOSE OF EXISTING VEGETATION / TREES TO FACILITATE INSTALLATION OF PRIVATE UTILITY CONDUITS & EQUIPMENT	1	LS	\$150,000.00	\$ 150,000.00
PERMANENT ROADWAY TRENCH / BORE PIT / HANDHOLE RESTORATION INCLUDING LINE STRIPING	1	LS	\$590,000.00	\$ 590,000.00
FPL				\$ 3,305,595.34
INSTALL FPL FURNISHED 1PN1C	624	LF	\$18.64	\$ 11,631.36
INSTALL FPL FURNISHED 2PN2C	1833	LF	\$20.70	\$ 37,943.10
INSTALL FPL FURNISHED 3PN1C	140	LF	\$22.79	\$ 3,190.60
INSTALL FPL FURNISHED 3PN3C	11300	LF	\$22.79	\$ 257,527.00
INSTALL FPL FURNISHED 4PN4C	1362	LF	\$24.86	\$ 33,859.32
INSTALL FPL FURNISHED 5PN5C	105	LF	\$26.93	\$ 2,827.65
INSTALL FPL FURNISHED 6PN6C	6822	LF	\$29.00	\$ 197,838.00
INSTALL FPL FURNISHED 9PN7C	53	LF	\$33.00	\$ 1,749.00
INSTALL FPL FURNISHED 9PN9C	46	LF	\$37.00	\$ 1,702.00
INSTALL FPL FURNISHED 18PN18C	5	LF	\$75.00	\$ 375.00
INSTALL FPL FURNISHED SEC	983	LF	\$18.64	\$ 18,323.12
INSTALL FPL FURNISHED 2 SEC	1350	LF	\$20.72	\$ 27,972.00
INSTALL FPL FURNISHED 3 SEC	16	LF	\$22.79	\$ 364.64
INSTALL FPL FURNISHED 4 SEC	66	LF	\$24.86	\$ 1,640.76
INSTALL FPL FURNISHED 1-6-SEC	207	LF	\$33.14	\$ 6,859.98
INSTALL FPL FURNISHED 2-5-SEC	10	LF	\$40.19	\$ 401.90
INSTALL FPL FURNISHED 2-6-SEC	122	LF	\$40.19	\$ 4,903.18
INSTALL FPL FURNISHED SVC	9454	LF	\$18.64	\$ 176,222.56
INSTALL FPL FURNISHED 2 SVC	1991	LF	\$20.72	\$ 41,253.52
INSTALL FPL FURNISHED 3SVC	301	LF	\$22.79	\$ 6,859.79
INSTALL FPL FURNISHED 4SVC	16	LF	\$24.86	\$ 397.76
INSTALL FPL FURNISHED FNC	13095	LF	\$33.14	\$ 433,968.30
INSTALL FPL FURNISHED 2FNC	1253	LF	\$40.19	\$ 50,358.07
INSTALL FPL FURNISHED 3FNC	190	LF	\$73.33	\$ 13,932.70
INSTALL FPL FURNISHED PRIMARY WIRE INCLUDING ALL CONNECTIONS	86046	LF	\$3.11	\$ 267,603.06
INSTALL FPL FURNISHED FEEDER WIRE INCLUDING ALL CONNECTIONS	16521	LF	\$8.29	\$ 136,959.09
INSTALL FPL FURNISHED, FPL OWNED SERVICE WIRE INCLUDING ALL CONNECTIONS, TIE-INS AND INTERCEPTS.	14403	LF	\$3.05	\$ 43,929.15
INSTALL FPL FURNISHED, FPL OWNED SECONDARY SERVICE WIRE INCLUDING ALL CONNECTIONS, TIE-INS AND INTERCEPTS.	4466	LF	\$3.05	\$ 13,621.30
INSTALL FPL FURNISHED PRIMARY SPLICE BOXES IN ASPHALT DRIVEWAY-PARKING; INCL. ALL NECESSARY CONNECTIONS AND TIE-INS	2	EA	\$3,200.00	\$ 6,400.00
INSTALL FPL FURNISHED PRIMARY SPLICE BOXES IN CONCRETE; INCL. ALL NECESSARY CONNECTIONS AND TIE-INS	10	EA	\$3,200.00	\$ 32,000.00
INSTALL FPL FURNISHED PRIMARY SPLICE BOXES; INCL. ALL NECESSARY CONNECTIONS AND TIE-INS	29	EA	\$1,553.65	\$ 45,055.85
INSTALL FPL FURNISHED FEEDER SPLICE BOXES; INCL. ALL NECESSARY CONNECTIONS AND TIE-INS	12	EA	\$2,071.55	\$ 24,858.60
INSTALL FPL FURNISHED CAPACITOR BANK; INCL. ALL NECESSARY CONNECTIONS AND TIE-INS	1	EA	\$3,600.00	\$ 3,600.00
CONNECT CONDUITS TO EXISTING HANDHOLE	11	EA	\$473.20	\$ 5,205.20
REUSE EXISTING HANDHOLE	2	EA	\$473.20	\$ 946.40
REMOVE EXISTING HANDHOLE	2	EA	\$350.00	\$ 700.00
INSTALL FPL FURNISHED 30" HANDHOLES; INCL. ALL NECESSARY CONNECTIONS, TIE-INS AND INTERCEPT EXISTING SERVICE	19	EA	\$262.88	\$ 4,994.72
INSTALL FPL FURNISHED 24" HANDHOLES; INCL. ALL NECESSARY CONNECTIONS, TIE-INS AND INTERCEPT EXISTING SERVICE	31	EA	\$262.88	\$ 8,149.28

RECEIVED



By Marc at 6:45:41 PM, 7/9/2021

MURRAY LOGAN CONSTRUCTION, INC.
General Contractors
313 65th Trail North
West Palm Beach, FL. 33413
TELEPHONE 561-686-3948
FAX 561-686-7465

QUOTATION

DATE: July 9, 2021

TO: Burkhardt Construction, Inc.
1400 Alabama Ave
West Palm Beach, FL 33401

NAME OF PROJECT: Town of Palm Beach A-6 Wastewater Pump Station Improvements

LOCATION: Town of Palm Beach

PLANS AND SPECIFICATIONS: Kimley-Horn and Associates, Inc. Dated December 2020, with no revision.
Addendums 1 and 2 acknowledged.

PRICE TO FURNISH ALL LABOR, MATERIAL AND EQUIPMENT TO PERFORM THE FOLLOWING:

Rehabilitate the A-6 Wastewater Pump Station as follows:

- 1. Mobilize
- 2. Furnish and install temporary bypass system.
- 3. Remove and dispose the following items: existing electrical gear, existing ventilation system, existing ladder in wet well, existing 8” draft tube, existing louvers, existing cooling pipes, existing dry well access grating, existing generator pad, existing I-beams, existing handrail, and existing 8” influent pipe.
- 4. Remove and turn over to the Town the following items: existing day tank, existing generator battery charger, and existing generator.
- 5. Abandon in place the following items: fill existing pump out vault with crushed concrete, grout existing cooling well piping, and backfill existing cooling well vault with clean fill dirt.
- 6. Furnish and install the following items: louvers, stainless steel access grating to dry well, stainless steel ladder into wet well, stainless steel handrail in wet well, stainless steel cover plate over existing ventilation pipes in FPL vault, 8” HDPE influent piping and bracket, stainless steel pressure transmitter/pressure gauge assembly, and stainless-steel floor and roof support system.
- 7. Furnish and install new 175kw generator with 700 gallons built in fuel tank and associated piping.
- 8. Furnish and install new ventilation system.
- 9. Furnish and install new electrical gear and controls.
- 10. Rewire existing Flygt pumps from 240volt, 3 phase power to 480volt, 3 phase power.
- 11. Remove and replace existing roof.
- 12. Repaint electrical room, dry well and exterior of A-6 pump station.
- 13. Sand blast and recoat existing ladder and platform in dry well.
- 14. Pressure clean, repair spalling concrete and recoat wet well.
- 15. Perform start up services on new and rebuilt equipment.
- 16. Restore site.
- 17. Demobilize.

Lump Sum Price: \$1,598,600.00

Notes:

- 1. Prior to decommissioning pump station, the Town must conduct a drawdown test and visual inspection on each of the existing pumps to determine their current pumping condition and the physical condition.
- 2. MLCI shall perform startup services on all new electrical gear and controls, using commercial power and standby power to confirm all electrical gear and controls are working per specifications.
- 3. MLCI shall not be responsible for the pumping performance of existing pumps, after the voltage change.
- 4. Price for pump voltage change is based on re-using existing pump leads.
- 5. Price quoted does not include rehabilitating the existing collection manhole outside of pump station.
- 6. MLCI shall not be responsible for isolating the existing force main.
- 7. MLCI shall not be responsible for the condition of the existing force main and/or gravity sewer system outside of pump station.
- 8. Due to the volatile market material & equipment prices are subject to change. Price increases at time of Contract Award shall be passed through to Owner when applicable.

BUYERS’ SIGNED ACCEPTANCE CONSTITUTES A BINDING CONTRACT. IN THE EVENT THERE IS ANY DEFAULT IN PAYMENT DUE UNDER THIS CONTRACT AND THE SAME IS PLACED IN THE HANDS OF AN ATTORNEY FOR COLLECTION, THE PURCHASER AND/OR PURCHASERS HEREBY AGREE TO PAY ALL COST OF COLLECTION INCLUDING, BUT NOT LIMITED TO, A REASONABLE ATTORNEY’S FEE. TERMS NET 30 DAYS.

ACCEPTED:

MURRAY LOGAN CONSTRUCTION, INC.

By: _____

By: Kurt Kapsos

Date: _____

Title: Kurt Kapsos, Secretary/Treasurer

Town of Palm Beach A-6 Wastewater Pump Station Improvements.

Schedule of Values

<u>Description</u>	<u>Quantity</u>	<u>Units</u>	<u>Bid Price</u>	<u>Total</u>
1. Mob / Demob/General Conditions	1	LS	\$ 50,000.00	\$ 50,000.00
2. By Pass Pumping	1	LS	\$ 224,000.00	\$ 224,000.00
3. Demolition of existing	1	LS	\$ 85,000.00	\$ 85,000.00
4. Pump Station Renovations	1	LS	\$ 198,000.00	\$ 198,000.00
5. Generator / fuel tank and fuel piping	1	LS	\$ 279,000.00	\$ 279,000.00
6. Ventilation system	1	LS	\$ 88,000.00	\$ 88,000.00
7. Modified bitumen roof	1	LS	\$ 36,000.00	\$ 36,000.00
8. Re-wire pumps to 480v, 3ph	1	LS	\$ 67,200.00	\$ 67,200.00
9. Electrical & Controls	1	LS	\$ 564,800.00	\$ 564,800.00
10. Site Restoration	1	LS	\$ 6,600.00	\$ 6,600.00
				\$ 1,598,600.00

RECEIVED



By Marc at 6:45:41 PM, 7/9/2021

Item Description	Quantity	U/M	Unit Price	Amount
INSTALL FPL FURNISHED 48" HANDHOLES; INCL. ALL NECESSARY CONNECTIONS, TIE-INS AND INTERCEPT EXISTING SERVICE	3	EA	\$1,242.92	\$ 3,728.76
INSTALL FPL FURNISHED OPEN DELTA TRANSFORMERS / PADS; INCLUDING GROUND RODS AND ALL CONNECTIONS	22	EA	\$2,485.86	\$ 54,688.92
INSTALL FPL FURNISHED SINGLE PHASE TRANSFORMERS / ON DOUBLE STACKED PAD; INCLUDING GROUND RODS AND ALL CONNECTIONS	1	EA	\$1,545.00	\$ 1,545.00
INSTALL FPL FURNISHED SINGLE PHASE TRANSFORMERS / PADS; INCLUDING GROUND RODS AND ALL CONNECTIONS	59	EA	\$1,242.92	\$ 73,332.28
INSTALL FPL FURNISHED THREE PHASE TRANSFORMERS / PADS; INCLUDING GROUND RODS AND ALL CONNECTIONS	10	EA	\$2,485.86	\$ 24,858.60
INSTALL FPL FURNISHED VISTA SWITCH CABINETS, CONCRETE PADS, AND CHAMBERS; INCL. ALL NECESSARY CONNECTIONS	12	EA	\$4,660.98	\$ 55,931.76
INSTALL FPL FURNISHED PME-4 THREE PHASE MOUNTED SWITCH GEAR, CONCRETE PADS, AND CHAMBERS; INCL. ALL NECESSARY CONNECTIONS	11	EA	\$4,660.98	\$ 51,270.78
INSTALL FPL FURNISHED PME STYLE MOUNTED SWITCH GEAR, CONCRETE PADS, AND CHAMBERS; INCL. ALL NECESSARY CONNECTIONS	9	EA	\$4,660.98	\$ 41,948.82
INSTALL FPL FURNISHED PME-9 OR PME -11 STYLE MOUNTED SWITCH GEAR, CONCRETE PADS, AND CHAMBERS; INCL. ALL NECESSARY CONNECTIONS	2	EA	\$4,660.98	\$ 9,321.96
COORDINATE EXACT LOCATION OF MAKE READY POLE AND FEEDER LIMITS WITH FPL; POLE TO BE FURNISHED AND INSTALLED BY FPL	4	EA	\$1,500.00	\$ 6,000.00
LOOP 2PN2C INTO EXISTING B PHASE TRANSFORMER	1	EA	\$368.05	\$ 368.05
LOOP 4PN4C INTO EXISTING OPEN DELTA TRANSFORMER	1	EA	\$890.00	\$ 890.00
LOOP 6PN6C INTO EXISTING 3 PHASE TRANSFORMER	1	EA	\$569.67	\$ 569.67
EXISTING DUCT TO BE REUSED FOR NEW FEEDER CONNECTION TO MH AT 330 SOUTH OCEAN BLVD.	350	LF	\$16.00	\$ 5,600.00
LOCATE EXISTING FEEDER CONDUIT CAPPED BELOW GRADE & MAKE CONNECTION	1	EA	\$3,200.00	\$ 3,200.00
CONNECT CONDUITS TO EXISTING SPLICE BOX	2	EA	\$1,850.00	\$ 3,700.00
INTERCEPT EXISTING SERVICE	37	EA	\$473.20	\$ 17,508.40
INTERCEPT EXISTING PRIMARY VAULT	3	EA	\$2,244.00	\$ 6,732.00
INTERCEPT EXISTING PRIMARY RISER	7	EA	\$2,400.00	\$ 16,800.00
LAY DOWN EXISTING RISER INTO PROPOSED SPLICE BOX	6	EA	\$2,850.00	\$ 17,100.00
CORE DRILL EXISTING FPL MANHOLE & CONNECT FNC	1	EA	\$35,000.00	\$ 35,000.00
CONNECT FNC TO EXISTING FEEDER MANHOLE	1	EA	\$35,000.00	\$ 35,000.00
CONNECT 2FNC TO EXISTING FEEDER MANHOLE	1	EA	\$35,000.00	\$ 35,000.00
CONNECT 3FNC TO EXISTING FPL MANHOLE TO REUSE EXISTING DUCTS TO LOOP 350 & 360 SOUTH OCEAN BLVD. SWITCH VAULTS & TO PULL NEW FEEDER TO MANHOLE TO THE NORTH	1	EA	\$35,000.00	\$ 35,000.00
CONNECT FNC TO MAKE READY POLE	1	EA	\$3,600.00	\$ 3,600.00
CONNECT CONDUITS TO EXISTING FPL VAULT	1	EA	\$2,244.00	\$ 2,244.00
LAY DOWN EXISTING RISER INTO EXISTING FPL VAULT	1	EA	\$2,850.00	\$ 2,850.00
INTERCEPT EXISTING PRIMARY	4	EA	\$2,448.00	\$ 9,792.00
INTERCEPT EXISTING FIBER DUCTS	1	EA	\$2,400.00	\$ 2,400.00
REMOVAL OF ALL RISERS (conduit, wire and u-guard) UP THE POLE FOR BOTH PRIMARY AND SECONDARY. THIS ALSO INCLUDES THE SECONDARY WIRE SPANNING BETWEEN THE POLE AND RESIDENCE	1	LS	\$425,000.00	\$ 425,000.00
POLE & OVERHEAD WIRE REMOVAL/DISPOSAL COMPLETE	0	EA	BY OTHERS	
CUSTOMER SERVICE INSTALLATION PER PLAN SHEET C9.00 AT 150 AUSTRALIAN AVE	1	EA	\$9,444.48	\$ 9,444.48
CUSTOMER SERVICE INSTALLATION PER PLAN SHEET C9.00 AT 201 AUSTRALIAN AVE	1	EA	\$4,766.80	\$ 4,766.80
CUSTOMER SERVICE INSTALLATION PER PLAN SHEET C9.00 AT 220 AUSTRALIAN AVE	1	EA	\$6,654.40	\$ 6,654.40
CUSTOMER SERVICE INSTALLATION PER PLAN SHEET C9.00 AT 222 AUSTRALIAN AVE	1	EA	\$8,727.50	\$ 8,727.50
CUSTOMER SERVICE INSTALLATION PER PLAN SHEET C9.00 AT 226 AUSTRALIAN AVE	1	EA	\$15,392.86	\$ 15,392.86
CUSTOMER SERVICE INSTALLATION PER PLAN SHEET C9.00 AT 232 AUSTRALIAN AVE	1	EA	\$18,462.93	\$ 18,462.93

Item Description	Quantity	U/M	Unit Price	Amount
CUSTOMER SERVICE INSTALLATION PER PLAN SHEET C9.00 AT 234 AUSTRALIAN AVE	1	EA	\$6,327.70	\$ 6,327.70
CUSTOMER SERVICE INSTALLATION PER PLAN SHEET C9.00 AT 301 AUSTRALIAN AVE	1	EA	\$4,720.00	\$ 4,720.00
CUSTOMER SERVICE INSTALLATION PER PLAN SHEET C9.00 AT 214 BRAZILIAN AVE	1	EA	\$13,894.00	\$ 13,894.00
CUSTOMER SERVICE INSTALLATION PER PLAN SHEET C9.00 AT 226 BRAZILIAN AVE	1	EA	\$17,192.86	\$ 17,192.86
CUSTOMER SERVICE INSTALLATION PER PLAN SHEET C9.00 AT 227 BRAZILIAN AVE	1	EA	\$11,008.00	\$ 11,008.00
CUSTOMER SERVICE INSTALLATION PER PLAN SHEET C9.00 AT 214 CHILEAN AVE	1	EA	\$28,480.00	\$ 28,480.00
CUSTOMER SERVICE INSTALLATION PER PLAN SHEET C9.00 AT 214 CHILEAN AVE	1	EA	\$0.00	\$ -
CUSTOMER SERVICE INSTALLATION PER PLAN SHEET C9.00 AT 226 CHILEAN AVE	1	EA	\$15,392.86	\$ 15,392.86
CUSTOMER SERVICE INSTALLATION PER PLAN SHEET C9.00 AT 230 CHILEAN AVE	1	EA	\$7,238.14	\$ 7,238.14
CUSTOMER SERVICE INSTALLATION PER PLAN SHEET C9.00 AT 301 CHILEAN AVE	1	EA	\$2,678.40	\$ 2,678.40
CUSTOMER SERVICE INSTALLATION PER PLAN SHEET C9.00 AT 122 PERUVIAN AVE	1	EA	\$7,880.20	\$ 7,880.20
CUSTOMER SERVICE INSTALLATION PER PLAN SHEET C9.00 AT 126 PERUVIAN AVE	1	EA	\$6,266.20	\$ 6,266.20
CUSTOMER SERVICE INSTALLATION PER PLAN SHEET C9.00 AT 126 PERUVIAN AVE	1	EA	\$6,011.80	\$ 6,011.80
CUSTOMER SERVICE INSTALLATION PER PLAN SHEET C9.00 AT 134 PERUVIAN AVE	1	EA	\$9,376.00	\$ 9,376.00
CUSTOMER SERVICE INSTALLATION PER PLAN SHEET C9.00 AT 145 PERUVIAN AVE	1	EA	\$10,233.60	\$ 10,233.60
CUSTOMER SERVICE INSTALLATION PER PLAN SHEET C9.00 AT 155 PERUVIAN AVE	1	EA	\$9,215.89	\$ 9,215.89
CUSTOMER SERVICE INSTALLATION PER PLAN SHEET C9.00 AT 173 PERUVIAN AVE	1	EA	\$8,622.40	\$ 8,622.40
CUSTOMER SERVICE INSTALLATION PER PLAN SHEET C9.00 AT 217 PERUVIAN AVE	1	EA	\$5,395.40	\$ 5,395.40
CUSTOMER SERVICE INSTALLATION PER PLAN SHEET C9.00 AT 231 PERUVIAN AVE	1	EA	\$2,310.90	\$ 2,310.90
CUSTOMER SERVICE INSTALLATION PER PLAN SHEET C9.00 AT 235 PERUVIAN AVE	1	EA	\$3,070.84	\$ 3,070.84
CUSTOMER SERVICE INSTALLATION PER PLAN SHEET C9.00 AT 249 PERUVIAN AVE	1	EA	\$7,604.95	\$ 7,604.95
CUSTOMER SERVICE INSTALLATION PER PLAN SHEET C9.00 AT 249 PERUVIAN AVE	1	EA	\$3,174.10	\$ 3,174.10
CUSTOMER SERVICE INSTALLATION PER PLAN SHEET C9.00 AT 249 PERUVIAN AVE	1	EA	\$3,472.00	\$ 3,472.00
CUSTOMER SERVICE INSTALLATION PER PLAN SHEET C9.00 AT 326 PERUVIAN AVE	1	EA	\$3,004.00	\$ 3,004.00
CUSTOMER SERVICE INSTALLATION PER PLAN SHEET C9.00 AT 326 PERUVIAN AVE	1	EA	\$3,264.85	\$ 3,264.85
CUSTOMER SERVICE INSTALLATION PER PLAN SHEET C9.00 AT 353 PERUVIAN AVE	1	EA	\$4,759.00	\$ 4,759.00
CUSTOMER SERVICE INSTALLATION PER PLAN SHEET C9.00 AT PERUVIAN AVE PARKING LOT	1	EA	\$1,500.00	\$ 1,500.00
CUSTOMER SERVICE INSTALLATION PER PLAN SHEET C9.00 AT 296 S COUNTY RD	1	EA	\$8,768.65	\$ 8,768.65
CUSTOMER SERVICE INSTALLATION PER PLAN SHEET C9.00 AT 336 S COUNTY RD	1	EA	\$5,668.88	\$ 5,668.88
CUSTOMER SERVICE INSTALLATION PER PLAN SHEET C9.00 AT 340 S COUNTY RD	1	EA	\$3,584.64	\$ 3,584.64
CUSTOMER SERVICE INSTALLATION PER PLAN SHEET C9.00 AT 359 S COUNTY RD	1	EA	\$14,375.00	\$ 14,375.00
CUSTOMER SERVICE INSTALLATION PER PLAN SHEET C9.00 AT 361 S COUNTY RD	1	EA	\$8,604.60	\$ 8,604.60
CUSTOMER SERVICE INSTALLATION PER PLAN SHEET C9.00 AT 401 S COUNTY RD	1	EA	\$8,688.00	\$ 8,688.00
CUSTOMER SERVICE INSTALLATION PER PLAN SHEET C9.00 AT 219 (221) WORTH AVE	1	EA	\$12,791.80	\$ 12,791.80

Item Description		Quantity	U/M	Unit Price	Amount
ATT	CUSTOMER SERVICE INSTALLATION PER PLAN SHEET C9.00 AT 247 WORTH AVE	1	EA	\$3,264.00	\$ 3,264.00
	CUSTOMER SERVICE INSTALLATION PER PLAN SHEET C9.00 AT 247 WORTH AVE	1	EA	\$2,697.25	\$ 2,697.25
	CUSTOMER SERVICE INSTALLATION PER PLAN SHEET C9.00 AT 259 WORTH AVE	1	EA	\$2,850.00	\$ 2,850.00
	CUSTOMER SERVICE INSTALLATION PER PLAN SHEET C9.00 AT 309 WORTH AVE	1	EA	\$7,892.80	\$ 7,892.80
	CUSTOMER SERVICE INSTALLATION PER PLAN SHEET C9.00 AT 313 WORTH AVE	1	EA	\$4,672.30	\$ 4,672.30
	CUSTOMER SERVICE INSTALLATION PER PLAN SHEET C9.00 AT 325 (323) WORTH AVE	1	EA	\$4,625.10	\$ 4,625.10
	CUSTOMER SERVICE INSTALLATION PER PLAN SHEET C9.00 AT 325 WORTH AVE	1	EA	\$9,275.80	\$ 9,275.80
	CUSTOMER SERVICE INSTALLATION PER PLAN SHEET C9.00 AT 325 WORTH AVE	1	EA	\$8,128.40	\$ 8,128.40
	CUSTOMER SERVICE INSTALLATION PER PLAN SHEET C9.00 AT 329 WORTH AVE	1	EA	\$4,740.10	\$ 4,740.10
	CUSTOMER SERVICE INSTALLATION PER PLAN SHEET C9.00 AT 331 WORTH AVE	1	EA	\$4,795.00	\$ 4,795.00
	CUSTOMER SERVICE INSTALLATION PER PLAN SHEET C9.00 AT 341 WORTH AVE	1	EA	\$10,043.00	\$ 10,043.00
	CUSTOMER SERVICE INSTALLATION PER PLAN SHEET C9.00 AT 341 WORTH AVE	1	EA	\$5,682.00	\$ 5,682.00
	CUSTOMER SERVICE INSTALLATION PER PLAN SHEET C9.00 AT 341 WORTH AVE	1	EA	\$1,800.00	\$ 1,800.00
					\$ 979,343.40
	FURNISH AND INSTALL 1-1- ATT-S CONDUITS	8080	LF	\$13.98	\$ 112,958.40
	FURNISH AND INSTALL 2-1- ATT-S CONDUITS	407	LF	\$18.65	\$ 7,590.55
	FURNISH AND INSTALL 3-1- ATT-S CONDUITS	65	LF	\$23.65	\$ 1,537.25
	FURNISH AND INSTALL 1-2- ATT-S CONDUITS	3785	LF	\$22.79	\$ 86,260.15
	FURNISH AND INSTALL 2-2- ATT-S CONDUITS	172	LF	\$27.45	\$ 4,721.40
	FURNISH AND INSTALL 3-2- ATT-S CONDUITS	17	LF	\$33.15	\$ 563.55
	FURNISH AND INSTALL 1-4- ATT-S CONDUITS	108	LF	\$35.21	\$ 3,802.68
	FURNISH AND INSTALL 1-2- ATT-M CONDUITS	1393	LF	\$22.79	\$ 31,746.47
	FURNISH AND INSTALL 2-2- ATT-M CONDUITS	62	LF	\$27.45	\$ 1,701.90
	FURNISH AND INSTALL 3-2- ATT-M CONDUITS	17	LF	\$33.12	\$ 562.96
	FURNISH AND INSTALL 1-4- ATT-M CONDUITS	309	LF	\$35.21	\$ 10,879.89
	FURNISH AND INSTALL 1-5- ATT-M CONDUITS	10768	LF	\$35.21	\$ 379,141.28
	FURNISH AND INSTALL 2-5- ATT-M CONDUITS	39	LF	\$50.76	\$ 1,979.64
	FURNISH AND INSTALL ATT FLUSH VAULT 30"X48"/NON ROAD RATED/TIER 22	86	EA	\$2,175.13	\$ 187,061.18
	FURNISH AND INSTALL ATT FLUSH VAULT 30"X48"/ROAD RATED/H2O	2	EA	\$9,390.32	\$ 18,780.64
	FURNISH AND INSTALL ATT HANDHOLE 10"X15" / NON ROAD RATED / TIER 22	42	EA	\$2,175.13	\$ 91,355.46
	INTERCEPT EXISTING ATT RISER	26	EA	\$750.00	\$ 19,500.00
	CONNECT ATT CONDUIT TO EXISTING ATT PEDESTAL	1	EA	\$775.00	\$ 775.00
	CONNECT ATT CONDUIT TO EXISTING ATT VAULT	2	EA	\$775.00	\$ 1,550.00
	INTERCEPT EXISTING ATT SERVICE	33	EA	\$475.00	\$ 15,675.00
	INTERCEPT EXISTING ATT CABLE / SERVICE	2	EA	\$475.00	\$ 950.00
	CONNECT ATT CONDUIT TO EXISTING CUSTOMER PULLBOX	1	EA	\$250.00	\$ 250.00
	FURNISH AND INSTALL ATT PEDESTALS	0	EA	BY OTHERS	
	ATT ENGINEERING & INSTALLATION FEES	0	EA	BY OTHERS	

Item Description	Quantity	U/M	Unit Price	Amount
COMCAST				\$ 649,352.31
FURNISH AND INSTALL 1-1- CC-S CONDUITS	1544	LF	\$17.62	\$ 27,205.28
FURNISH AND INSTALL 2-1- CC-S CONDUITS	222	LF	\$22.79	\$ 5,059.38
FURNISH AND INSTALL 3-1- CC-S CONDUITS	80	LF	\$23.82	\$ 1,905.60
FURNISH AND INSTALL 4-1- CC-S CONDUITS	10	LF	\$26.93	\$ 269.30
FURNISH AND INSTALL 1-2- CC-S CONDUITS	1543	LF	\$22.79	\$ 35,164.97
FURNISH AND INSTALL 2-2- CC-S CONDUITS	245	LF	\$25.89	\$ 6,343.05
FURNISH AND INSTALL 3-2- CC-S CONDUITS	10	LF	\$29.90	\$ 299.00
FURNISH AND INSTALL 4-2- CC-S CONDUITS	59	LF	\$34.50	\$ 2,035.50
FURNISH AND INSTALL 1-2- CC-M CONDUITS	1871	LF	\$17.62	\$ 32,967.02
FURNISH AND INSTALL 1-3- CC-M CONDUITS	9739	LF	\$29.01	\$ 282,528.39
FURNISH AND INSTALL 2-3- CC-M CONDUITS	4192	LF	\$47.64	\$ 199,706.88
FURNISH AND INSTALL 3-3- CC-M CONDUITS	937	LF	\$47.64	\$ 44,638.68
FURNISH AND INSTALL 4-3- CC-M CONDUITS	58	LF	\$56.97	\$ 3,304.26
STUB UP AT EXISTING COMCAST SERVICE	17	EA	\$200.00	\$ 3,400.00
STUB UPEXISTING COMCAST RISER	11	EA	\$200.00	\$ 2,200.00
CONNECT COMCAST CONDUITS TO EXISTING VAULT	3	EA	\$775.00	\$ 2,325.00
FURNISH AND INSTALL COMCAST VAULT	0	EA	BY OTHERS	
FURNISH AND INSTALL COMCAST VHUB	0	EA	BY OTHERS	
FURNISH AND INSTALL COMCAST POWER SUPPLY	0	EA	BY OTHERS	
FURNISH AND INSTALL COMCAST LCP	0	EA	BY OTHERS	
FURNISH AND INSTALL COMCAST PEDESTALS	0	EA	BY OTHERS	
COMCAST ENGINEERING & INSTALLATION FEES	0	EA	BY OTHERS	
Total Direct Construction Cost				\$6,595,331.05
*INSTALLATION SHALL INCLUDE SAWCUTTING, ASPHALT REMOVAL, DISPOSAL, AND TEMPORARY ROADWAY RESTORATION PER PLAN DETAILS INCLUDING ANY DISTURBED LINE STRIPING. *CONTRACTOR IS ENCOURAGED TO DIRECTIONAL DRILL ANY CONDUITS WHERE POSSIBLE OR IF UNFEASIBLE TO OPEN CUT. THE OBJECTIVE IS TO AVOID COSTLY PROPERTY RESTORATION *ROCK MAY BE ENCOUNTERED; EXCAVATION OR DRILLING OF ROCK SHOULD BE ANTICIPATED. THOROUGH INVESTIGATION IS ENCOURAGED (SEE SOILS REPORT). IF ROCK IS ENCOUNTERED, CLEAN BACKFILL MUST BE USED. BOTH ROCK EXCAVATION AND CLEAN BACKFILL SHALL BE INCLUDED IN YOUR PRICE. *DEWATERING IS ANTICIPATED AND SHALL BE INCLUDED IN YOUR PRICE.				
Item Description	Quantity	U/M	Unit Price	Amount
PHASE 5 SOUTH INFRASTRUCTURE				
INSTALL CONDUIT TO FUTURE SWITCH AT A-6 SANITARY PUMP STATION	1	ALL	\$10,000.00	\$ 10,000.00
INSTALL FPL FURNISHED 0PN1C	8	LF	\$18.64	\$ 149.12
INSTALL FPL FURNISHED 0PN2C	11	LF	\$20.70	\$ 227.70
INSTALL FPL FURNISHED 0PN3C	1225	LF	\$22.79	\$ 27,917.75
INSTALL FPL FURNISHED 0PN6C	294	LF	\$29.00	\$ 8,526.00
INSTALL FPL FURNISHED 0FN1C	573	LF	\$33.14	\$ 18,989.22
STUB UP & CAP 0PN3C FOR FUTURE CONNECTION	1	EA	\$250.00	\$ 250.00
STUB UP & CAP 0PN6C FOR FUTURE CONNECTION	1	EA	\$250.00	\$ 250.00
CAP 0PN3C BELOW GRADE	6	EA	\$450.00	\$ 2,700.00
CAP 0FN1C BELOW GRADE	5	EA	\$150.00	\$ 750.00
CAP 0PN2C BELOW GRADE	1	EA	\$300.00	\$ 300.00
CAP ATT CONDUIT / 1-5-ATT-M / BELOW GRADE FOR FUTURE EXTENSION INTO PHASE 5 NORTH	2	EA	\$350.00	\$ 700.00
STUB UP / CAP COMCAST CONDUIT / 1-3-CC-M / BELOW GRADE FOR FUTURE EXTENSION IN PHASE 5	4	EA	\$350.00	\$ 1,400.00
FURNISH AND INSTALL 1-5- ATT-M CONDUITS	640	LF	\$35.21	\$ 22,534.40
FURNISH AND INSTALL ATT FLUSH VAULT 30"X48"/NON ROAD RATED/TIER 22	3	EA	\$2,175.13	\$ 6,525.39
FURNISH AND INSTALL 1-3- CC-M CONDUITS	400	LF	\$29.01	\$ 11,604.00
FURNISH AND INSTALL 2-3- CC-M CONDUITS	230	LF	\$47.64	\$ 10,957.20
INSTALL FPL FURNISHED PRIMARY SPLICE BOXES; INCL. ALL NECESSARY CONNECTIONS AND TIE-INS	1	EA	\$1,553.65	\$ 1,553.65
PHASE 5 SOUTH INFRASTRUCTURE DIRECT COSTS				\$ 125,334.43

Nightmaster controller plan estimates

Hibiscus and Peruvian	\$ 10,900.00
Hibiscus and Royal Palm	\$ 24,300.00
Australian	\$ 9,000.00
County Rd Easment	\$ 10,250.00

**Town of Palm Beach
A6 Wastewater Pump Station Improvements**

GENERAL CONDITIONS

From: **Burkhardt Construction, Inc.**
Attn: Marc Kleisley, Vice President
1400 Alabama Ave.
West Palm Beach, FL 33401
Ph: (561) 659-1400
Fax: (561) 659-1402

Owner: **Town Of Palm Beach**
Public Works & Engineering Dept
951 Old Okeechobee Road
West Palm Beach, FL 33401
Tel: (561) 838-5440
Fax: (561) 835-4691

Engineer: **Kimley-Horn & Associates, Inc.**
Attn: Jason Lee, P.E.
1920 Wekiva Way, Suite 200
West Palm Beach, FL 33411
Ph: (561) 845-0665
Fax: (561) 863-8175

Project: **A6 Wastewater Pump Station Improvements**

Plans: Based On Bid Set Plans/Specifications BCI Dated May 4, 2021
Complete Plan Log Attached

Location: Town of Palm Beach

Proposal Date: 7/12/2021; Rev. 7/26/21

Item Description					Amount
BASED ON A 5 MONTH DURATION (ALL OVERLAP)					
<i>MOBILIZATION (move-in, move-out)</i>					\$0.00
TRANSPORT	\$65.00 /	Hr	x	0	\$0.00
EQUIPMENT	\$35.00 /	Hr.	x	0	\$0.00

PROJECT FIELD OFFICE						\$4,750.00
OFFICE	\$3,500.00 /	mo.	x	0		\$0.00
YARD	\$0.00 /	mo.	x	0		\$0.00
EMPLOYEE PARKING FEES	\$500.00 /	mo.	x	0		\$0.00
WORK PLATFORM FOR YARD	\$200.00 /	mo.	x	0		\$0.00
TEMPORARY FENCING FOR YARD	\$500.00 /	mo.	x	0		\$0.00
CONSTRUCTION YARD LIGHTING	\$0.00 /	mo.	x	0		\$0.00
OFFICE FURNISHINGS	\$500.00 /	mo.	x	0		\$0.00
COMPUTERS	\$300.00 /	mo.	x	0		\$0.00
PROCORE SOFTWARE	\$4,750.00 /	ls	x	1		\$4,750.00
COPY MACHINE	\$350.00 /	mo.	x	0		\$0.00
FAX MACHINE	\$100.00 /	mo.	x	0		\$0.00
INTERNET SERVICE	\$150.00 /	mo.	x	0		\$0.00
CELLULAR TELEPHONE	\$500.00 /	mo.	x	0		\$0.00
TELEPHONE	\$150.00 /	mo.	x	0		\$0.00
FEDERAL EXPRESS MAILINGS	\$100.00 /	mo.	x	0		\$0.00
POSTAGE	\$50.00 /	mo.	x	0		\$0.00
PHOTOGRAPHS						
AERIAL PHOTOS	\$110.00 /	mo.	x	0		\$0.00
JOB PHOTOS	\$50.00 /	wk	x	0		\$0.00
PRE-CONSTRUCTION VIDEO	\$0.00 /	ls	x	0		\$0.00
PLAN REPRODUCTION COST/PRINTING	\$200.00 /	set	x	0		\$0.00
OFFICE SUPPLIES	\$50.00 /	mo.	x	0		\$0.00
FIRST AID SUPPLIES	\$50.00 /	mo.	x	0		\$0.00
WATER SERVICE	\$35.00 /	mo.	x	0		\$0.00
SANITARY SERVICE	\$50.00 /	mo.	x	0		\$0.00
ELECTRIC SERVICE	\$200.00 /	mo.	x	0		\$0.00
GARBAGE SERVICE	\$25.00 /	mo.	x	0		\$0.00
CONSTRUCTION WATER	\$500.00 /	mo.	x	0		\$0.00
JOHN DEERE GATOR (1)	\$500.00 /	mo.	x	0		\$0.00
ICE	\$275.00 /	mo.	x	0		\$0.00
BONDS						\$23,829.08
GENERAL BOND	\$1,906,326.00		x	1.25%		\$23,829.08
SUBCONTRACTORS BONDS						
PARTNERING INITIATIVES						\$0.00
NOTICES, LETTERS, INFORMATION MEETINGS						\$0.00
INSURANCE						\$35,767.44
GENERAL INSURANCE	\$1,882,496.93		x	1.90%		\$35,767.44
Commercial General Liability						
Comprehensive Automobile Liability						
Owner Indemnification						
Professional (Errors/Omissions) Liability						
Excess/Umbrella Liability						
ADD'L INSURED	\$100.00 /	ea.	x	0		\$0.00
ADDED INSURANCES						NOT INCLUDED
Railroad protective Liability Ins.						NOT INCLUDED
Builders Risk Insurance						NOT INCLUDED
Installation Floater						NOT INCLUDED
Flood Insurance						NOT INCLUDED
SUBCONTRACTORS' INSURANCE						INCLUDED IN THEIR DIRECT COSTS
SANITARY SERVICES						\$3,250.00
JOB TOILET (1 ea.)	\$650.00 /	mo.	x	5		\$3,250.00

TESTING COSTS		\$7,500.00
DENSITIES		
PRESSURE		
PROCTORS		
BACTERIOLOGICAL	NOT INCLUDED	
CONCRETE CYLINDERS		
ENGINEERING & REPORTING		
TV'ING OF INSTALLED LINES	NOT INCLUDED	
FEES		\$2,500.00
TOPB BUILDING DEPT. PERMIT FEES/REVISION FEES		NONE ANTICIPATED
PERMIT SUBMISSION AND EXPEDITING		BY OTHERS
NPDES REPORTING	\$500/mo @ 5 mos	\$2,500.00
FDOT GENERAL USE PERMITS		NIC
DEWATERING PERMITS		NO FEE PERMIT
RAILROAD PERMITS		NIC
PALM BEACH COUNTY PERMITS		NIC
CITY OF WEST PALM BEACH PERMITS		NIC
SURVEYING		\$5,000.00
LAYOUT & ASBUILTS		\$5,000.00
ALLOWANCE FOR RESTAKING & DRAFTING		SEE DIRECT COSTS
SMALL HAND TOOLS/EQUIPMENT RENTAL		\$0.00
ALLOWANCE (GENERAL)		\$0.00
HANDLING, STORAGE, UN-LOADING OF OWNER DIRECT PURCHASE MATERIALS		N/A
GENERAL CONDITIONS TOTAL		\$82,596.52

**Town of Palm Beach
Townwide Overhead Utility Undergrounding
Phase 4 - South**

GENERAL CONDITIONS

From: **Burkhardt Construction, Inc.**
Attn: Marc Kleisley, Vice President
1400 Alabama Ave.
West Palm Beach, FL 33401
Ph: (561) 659-1400
Fax: (561) 659-1402

Owner: **Town Of Palm Beach**
Public Works & Engineering Dept
951 Old Okeechobee Road
West Palm Beach, FL 33401
Tel: (561) 838-5440
Fax: (561) 835-4691

Engineer: **Kimley-Horn & Associates, Inc.**
Attn: Kevin Schanen, P.E.
1920 Wekiva Way, Suite 200
West Palm Beach, FL 33411
Ph: (561) 845-0665
Fax: (561) 863-8175

Project: **Townwide Overhead Utility Undergrounding - Phase 4 - South**

Plans: Based On Bid Set Plans/Specifications BCI Dated April 5, 2021
Complete Plan Log Attached

Location: Town of Palm Beach

Proposal Date: 7/12/2021; Rev. 7/26/21

Item Description					Amount
BASED ON A 24 MONTH DURATION					
MOBILIZATION (move-in, move-out)					\$0.00
TRANSPORT	\$65.00 /	Hr	x	0	\$0.00
EQUIPMENT	\$35.00 /	Hr.	x	0	\$0.00



PROJECT FIELD OFFICE						\$81,425.00
OFFICE	\$3,500.00 /	mo.	x	5		\$17,500.00
YARD	\$0.00 /	mo.	x	0		\$0.00
EMPLOYEE PARKING FEES	\$500.00 /	mo.	x	0		\$0.00
WORK PLATFORM FOR YARD	\$200.00 /	mo.	x	0		\$0.00
TEMPORARY FENCING FOR YARD	\$500.00 /	mo.	x	0		\$0.00
CONSTRUCTION YARD LIGHTING	\$0.00 /	mo.	x	0		\$0.00
OFFICE FURNISHINGS	\$500.00 /	mo.	x	5		\$2,500.00
COMPUTERS	\$300.00 /	mo.	x	5		\$1,500.00
PROCORE SOFTWARE	\$13,500.00 /	ls	x	1		\$13,500.00
COPY MACHINE	\$350.00 /	mo.	x	5		\$1,750.00
FAX MACHINE	\$100.00 /	mo.	x	0		\$0.00
INTERNET SERVICE	\$150.00 /	mo.	x	5		\$750.00
CELLULAR TELEPHONE	\$500.00 /	mo.	x	5		\$2,500.00
TELEPHONE	\$150.00 /	mo.	x	5		\$750.00
FEDERAL EXPRESS MAILINGS	\$100.00 /	mo.	x	0		\$0.00
POSTAGE	\$50.00 /	mo.	x	5		\$250.00
PHOTOGRAPHS						
AERIAL PHOTOS	\$110.00 /	mo.	x	0		\$0.00
JOB PHOTOS	\$50.00 /	wk	x	0		\$0.00
PRE-CONSTRUCTION VIDEO	\$33,500.00 /	ls	x	1		\$33,500.00
PLAN REPRODUCTION COST/PRINTING	\$200.00 /	set	x	5		\$1,000.00
OFFICE SUPPLIES	\$50.00 /	mo.	x	5		\$250.00
FIRST AID SUPPLIES	\$50.00 /	mo.	x	5		\$250.00
WATER SERVICE	\$35.00 /	mo.	x	5		\$175.00
SANITARY SERVICE	\$50.00 /	mo.	x	5		\$250.00
ELECTRIC SERVICE	\$200.00 /	mo.	x	5		\$1,000.00
GARBAGE SERVICE	\$25.00 /	mo.	x	5		\$125.00
CONSTRUCTION WATER	\$500.00 /	mo.	x	5		\$2,500.00
JOHN DEERE GATOR (1)	\$500.00 /	mo.	x	0		\$0.00
ICE	\$275.00 /	mo.	x	5		\$1,375.00

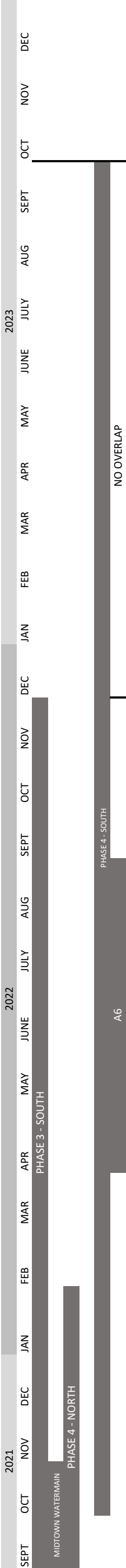
BONDS						\$112,085.70
GENERAL BOND	\$8,966,856.00		x	1.25%		\$112,085.70
SUBCONTRACTORS BONDS						

PARTNERING INITIATIVES						\$0.00
NOTICES, LETTERS, INFORMATION MEETINGS						\$0.00

INSURANCE						\$168,240.64
GENERAL INSURANCE	\$8,854,770.30		x	1.90%		\$168,240.64
Commercial General Liability						
Comprehensive Automobile Liability						
Owner Indemnification						
Professional (Errors/Omissions) Liability						
Excess/Umbrella Liability						
ADD'L INSURED	\$100.00 /	ea.	x	0		\$0.00
ADDED INSURANCES						NOT INCLUDED
Railroad protective Liability Ins.						NOT INCLUDED
Builders Risk Insurance						NOT INCLUDED
Installation Floater						NOT INCLUDED
Flood Insurance						NOT INCLUDED
SUBCONTRACTORS' INSURANCE						INCLUDED IN THEIR DIRECT COSTS

SANITARY SERVICES						\$31,200.00
JOB TOILET (2 ea.)	\$1,300.00 /	mo.	x	24		\$31,200.00

TESTING COSTS		\$22,500.00
DENSITIES		
PRESSURE	NOT INCLUDED	
PROCTORS		
BACTERIOLOGICAL	NOT INCLUDED	
CONCRETE CYLINDERS		
ENGINEERING & REPORTING		
TV'ING OF INSTALLED LINES	NOT INCLUDED	
FEES		\$12,000.00
TOPB BUILDING DEPT. PERMIT FEES/REVISION FEES		NONE ANTICIPATED
PERMIT SUBMISSION AND EXPEDITING		BY OTHERS
NPDES REPORTING	\$500/mo @ 24 mos	\$12,000.00
FDOT GENERAL USE PERMITS		NIC
DEWATERING PERMITS		NO FEE PERMIT
RAILROAD PERMITS		NIC
PALM BEACH COUNTY PERMITS		NIC
CITY OF WEST PALM BEACH PERMITS		NIC
SURVEYING		\$162,255.00
LAYOUT & ASBUILTS	Avirom	\$162,255.00
ALLOWANCE FOR RESTAKING & DRAFTING		SEE DIRECT COSTS
SMALL HAND TOOLS/EQUIPMENT RENTAL		\$0.00
ALLOWANCE (GENERAL)		\$0.00
HANDLING, STORAGE, UN-LOADING OF OWNER DIRECT PURCHASE MATERIALS		N/A
GENERAL CONDITIONS TOTAL		\$589,706.34



**Town of Palm Beach
A6 Wastewater Pump Station Improvements**

CONSTRUCTION PHASE MANAGEMENT FEE

From: **Burkhardt Construction, Inc.**
Attn: Marc Kleisley, Vice President
1400 Alabama Ave.
West Palm Beach, FL 33401
Ph: (561) 659-1400
Fax: (561) 659-1402

Owner: **Town Of Palm Beach**
Public Works & Engineering Dept
951 Old Okeechobee Road
West Palm Beach, FL 33401
Tel: (561) 838-5440
Fax: (561) 835-4691

Engineer: **Kimley-Horn & Associates, Inc.**
Attn: Jason Lee, P.E.
1920 Wekiva Way, Suite 200
West Palm Beach, FL 33411
Ph: (561) 845-0665
Fax: (561) 863-8175

Project: **A6 Wastewater Pump Station Improvements**

Plans: Based On Bid Set Plans/Specifications BCI Dated May 4, 2021
Complete Plan Log Attached

Location: Town of Palm Beach

Proposal Date: July 12, 2021

Item Description	Hrs./Week	Weeks	Rate/Hr.	Amount
Based on a 5 month duration - Starting April 2022				
Project Principal	2	21	\$ 175.00	\$ 7,350.00
Senior Project Manager	0	21	\$ 150.00	\$ -
Project Manager	16	21	\$ 100.00	\$ 33,600.00
Assistant Project Manager	0	21	\$ 75.00	\$ -
Superintendent/Construction Field Manager	24	21	\$ 100.00	\$ 50,400.00
Merchant/Resident Liaison	0	21	\$ 75.00	\$ -
Project Accountant	2	21	\$ 90.00	\$ 3,780.00
Administrative Assistant	0	21	\$ 50.00	\$ -
Field Office Clerk	0	21	\$ 50.00	\$ -
				\$ 95,130.00



**Town of Palm Beach
Townwide Overhead Utility Undergrounding
Phase 4 - South**

CONSTRUCTION PHASE MANAGEMENT FEE

From: **Burkhardt Construction, Inc.**
Attn: Marc Kleisley, Vice President
1400 Alabama Ave.
West Palm Beach, FL 33401
Ph: (561) 659-1400
Fax: (561) 659-1402

Owner: **Town Of Palm Beach**
Public Works & Engineering Dept
951 Old Okeechobee Road
West Palm Beach, FL 33401
Tel: (561) 838-5440
Fax: (561) 835-4691

Engineer: **Kimley-Horn & Associates, Inc.**
Attn: Kevin Schanen, P.E.
1920 Wekiva Way, Suite 200
West Palm Beach, FL 33411
Ph: (561) 845-0665
Fax: (561) 863-8175

Project: **Townwide Overhead Utility Undergrounding - Phase 4 - South**

Plans: Based On Bid Set Plans/Specifications BCI Dated April 5, 2021
Complete Plan Log Attached

Location: Town of Palm Beach

Proposal Date: July 12, 2021

Item Description		Rate/Hr.		Amount					
Based on a 24 month duration - Starting October 1, 2021									
thru October 2021	5 weeks								
November 2021 thru January 2022	13 weeks								
February 2022 thru November 2022	43 weeks								
December 2022 thru September 2023	43 weeks								
	104 weeks								
		thru Oct '21	Nov '21 thru Jan '22	Feb '22 thru Nov '22	Dec '22 thru - September '23				
		Hrs./Week	Weeks	Hrs./Week	Weeks	Hrs./Week	Weeks		
Project Principal		2.5	5	2.5	13	2.5	43	\$ 175.00	\$ 64,312.50
Senior Project Manager		4	5	4	13	13	43	\$ 150.00	\$ 249,450.00
Project Manager		20	5	20	13	20	43	\$ 100.00	\$ 122,000.00
Assistant Project Manager		0	5	0	13	0	43	\$ 75.00	\$ 129,000.00
Superintendent/Construction Field Manager		4	5	4	13	8	43	\$ 100.00	\$ 179,200.00
Merchant/Resident Liaison		4	5	4	13	8	43	\$ 75.00	\$ 134,400.00
Project Accountant		0	5	2.5	13	2.5	43	\$ 90.00	\$ 31,950.00
Administrative Assistant		0	5	5	13	5	43	\$ 50.00	\$ 35,500.00
Field Office Clerk		0	5	0	13	0	43	\$ 50.00	\$ -
								\$	945,812.50

Town of Palm Beach
Townwide Overhead Utility Undergrounding Phase 4 - South
&
A6 Wastewater Pump Station Improvements

Exceptions & Clarifications - July 12, 2021; Rev. 7/26/21

GENERAL

- 1 Scope of work and quantities are based on Bid Set Plans received 4/5/2021 for the Townwide Overhead Utility Undergrounding - Phase 4 - South . Scope of work and quantities are based on a Bid Set of Plans/Specifications received 5/4/2021 for the A6 Wastewater Pump Station Improvements. Complete plan log is included with this submittal.
- 2 G.M.P. pricing is based on a project start date of October 1, 2021. Project duration for Townwide Overhead Utility Undergrounding -Phase 4 South shall be 30 months from notice to proceed. Project duration for the Wastewater Pump Station Improvements shall be 5 months from receipt of equipment.
- 3 Direct Construction costs are based on a project start date of October 1, 2021. Due to the volatility of current material and labor market, prices are subject to change. Any price increases prior to Contract Award for the A-6 Wasterwater pump station improvements shall be passed through to the Owner with proper documentation, and paid for with Contingency.
- 4 G.M.P. does not include a construction contingency. Burkhardt Construction, Inc. recommends that the Town carry a construction contingency.
- 5 G.M.P. does not include any capital improvement fees, connection fees or impact fees.
- 6 It is understood that the Direct Construction Cost (Exhibit "A") is unit prices for the work shown in the plans and as modified by these exceptions and clarifications.
- 7 Project master schedule and schedule updates shall be a bar chart schedule acceptable to the Owner prepared by CMAR in house personnel.
- 8 Project Manual as described in the contract shall mean the closeout project manual which shall be updated periodically and presented to the Owner upon completion of the project. The information contained in this manual shall be as requested by the Owner.
- 9 G.M.P. cost estimate does not include additional insurance premiums for naming individual property owners as additional insureds.
- 10 G.M.P. includes all sales tax on materials. If the Town elects to purchase the ATT & COMCAST materials, the estimated tax savings will be issued in a deductive change order.
- 11 Utility easements shall be obtained prior to work being performed in that area. If a construction easement has not been obtained it may impact the installation schedule, additional costs may be incurred. Reimbursement of costs may be requested and deemed appropriate, if and only if it is mutually agreed upon by the Town of Palm Beach and Burkhardt Construction. If these costs are deemed appropriate they will be paid from the Owner's contingency.



- 12 Burkhardt Construction, Inc. (BCI) is not liable for failure to perform such work or any damages that occur if such failure is as a result of Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster). If BCI asserts Force Majeure as the reason for failure to perform such work or such damages occur as a result of any Act of God, then BCI must prove that they took reasonable steps to minimize delay or damages caused by unforeseeable events, that BCI substantially fulfilled all obligations, and that the owner was timely notified of the likelihood or actual occurrence of the event described as an Act of God (Force Majeure). Any construction related damages that took place as a result, shall be repaired or removed and replaced at the same contract unit prices and shall be paid out of the Owner's contingency.
- 13 If the proposed design locations of transformers, vaults and handholes change after conduit installation, then additional costs may be incurred for the relocation. Reimbursement of costs may be requested and deemed appropriate, if and only if it is mutually agreed upon by the Town of Palm Beach and Burkhardt Construction. If these costs are deemed appropriate they will be paid from the Owner's contingency.
- 14 In the event that the terms and provisions of all attached Exhibits conflict with or are omitted from the terms and provisions of this Contract, the terms and provisions of the attached Exhibits shall govern with respect to the performance of the work.
- 15 TOPB Building Permits; All permits shall be in hand prior to start of construction.
- 16 The following are part of the G.M.P. in order to facilitate the aggressive work schedule.
 - a. From October 1, 2021 through November 30, 2021 Regularly scheduled crew work hours shall be from 8:00 AM to 6:00 PM Monday through Friday. December 1, 2021 through April 17, 2022 crew work hours shall be 9:00 AM to 5:00 PM Monday through Friday. From April 18, 2022 through November 30, 2022 Regularly scheduled crew work hours shall be from 8:00 AM to 6:00 PM Monday through Friday. December 1, 2022 through April 9, 2023 crew work hours shall be 9:00 AM to 5:00 PM Monday through Friday. From April 10, 2023 through September 30, 2023 Regularly scheduled crew work hours shall be from 8:00 AM to 6:00 PM Monday through Friday.
 - b. Night, weekend or holiday work beyond the regularly scheduled work hours stated in item a., which may be necessary due to emergency, delay or makeup time, shall be requested on a case by case basis and reviewed/approved by the Public Works Staff. If the Public Works Staff approves the request, the following Town code section shall not apply to the work performed in this GMP. Sec. 42-198(a) *Prohibited*. During the period of the year commencing on the Monday prior to Thanksgiving of each year and ending April 30, no person shall operate or cause to be operated the following machinery or equipment within the town (1)Dredges, whether used in making hydraulic fills, dry fills, piledriving or any other purpose.(2)Hammer-driven piledrivers, whether operated from water or land, or from motor truck or tractor, and whether stationary or moveable.(3)Gasoline, diesel and/or steam engines, operated in such a manner as to emit odors or noises offensive or disagreeable to the inhabitants of the town.(4)Dry sandblasting machines and jackhammers.(5)Any other class of machinery or appliance that in its operation would render the enjoyment of property within the town less agreeable than if such appliances or machinery were not operated.
 - c. The project will require free and unlimited jobsite access for workmen and deliveries during all authorized work hours.
 - d. The schedule makes no provision for delays caused by named storms.
 - e. The construction contract shall be authorized by the Town Council in the August 2021 Town Council meeting.



- 17 G.M.P. does not include costs for removal / remediation of asbestos cement pipe or any other hazardous materials.
- 18 G.M.P. does not include removal or replacement of any unsuitable subsoils. Demucking is specifically excluded.
- 19 G.M.P. is based upon the use of the Town's property as a construction staging yard located at 6th Street and Dixie Highway, West Palm Beach and Phipps Ocean Park. Fence rental and storage containers are not included in this GMP.
- 20 Prices are based on re-using excavated material for backfill. No unsuitable subsoil excavation, removal or replacement. Unsuitable soil, if encountered shall be removed, disposed of, replaced as directed by the Owner and billed to the Owner at the actual direct cost.
- 21 G.M.P. is based on the assumption that portions of roadways will be closed to vehicular traffic during some phases of construction. Closures shall be coordinated with the Town and in accordance with the Town's Maintenance of Traffic permit conditions.
- 22 G.M.P. cost estimate does not include any new street signage, posts or line striping other than what has been disturbed due to construction.

WATER / SEWER / STORM DRAINAGE / PUMP STATION

- 1 G.M.P. does not include any cost for disposal/treatment of contaminated ground water if encountered during dewatering operations. It is assumed that clean groundwater generated by dewatering operations will be discharged into the existing storm drainage system.
- 2 Cleaning of the existing storm drainage system within the project limits is not included except to the extent caused by contractor negligence that is under the direct supervision of the construction manager.
- 3 G.M.P. cost estimate does not include City of West Palm Beach meter installation and hook-up fees.
- 4 G.M.P. cost estimate does not include any gravity sewer work.
- 5 Prior to decommissioning of the pump station, the Town must conduct a drawdown test and visual inspection on each of the existing pumps to determine their current pumping performance and the physical condition. After the voltage change has been made pump performance shall be similar to performance results determined at decommissioning. BCI/MLCI shall not be responsible for existing pump performance.
- 6 BCI/MLCI shall perform startup services on all new electrical gear and controls, using commercial power and standby power to confirm all electrical gear and controls are working per specifications.
- 7 G.M.P cost estimate for pump voltage change is based on re-using existing pump leads.
- 8 G.M.P. cost estimate does not include rehabilitating the existing collection manhole outside of pump station.
- 9 BCI/MLCI not be responsible for isolating the existing force main

- 10 BCI/MLCI not be responsible for the condition of the existing force main and/or gravity sewer system outside of pump station.

FRANCHISE UTILITIES

- 1 G.M.P. cost estimate does not include any design, engineering or installation fees which may be charged to the Owner by franchise utility companies. (electric, telephone, cable tv, gas)
- 2 The Construction Manager at Risk shall not assume liability or warranty any work performed by FPL, COMCAST, ATT, FPU and/or their subcontractors.
- 3 The schedule represents the work controlled by the Construction Manager. Should the project exceed the scheduled duration due to the involvement of entities beyond our control (including but not limited to FPL, ATT and Comcast), a "No Fee" time extension for that work shall be issued. "No Fee" specifically refers to the construction phase fee and profit. Should a "Fee" be requested and deemed appropriate, if and only if it is mutually agreed upon by the Town of Palm Beach and Burkhardt Construction prior to the granted time extension.
- 4 The energizing of the new system is dependent on receiving switching orders from FPL. Services cannot be converted until the transformers are "hot".
- 5 G.M.P. does not include FPL's binding cost estimate, Comcast or ATT. These invoices shall be paid directly by the owner. Once FPL's binding cost estimate is fully executed and FPL materials are released to the subcontractor the Town will issue the Notice to Proceed.
- 6 G.M.P. cost estimate does not include any ATT wire. Comcast wire and private side service conduits outside the right of way are also excluded from the cost estimate.
- 7 G.M.P. cost estimate includes an allowance for concrete restoration after pole removal. This does not include any rear easement restoration for FPL pole and wire removal. Any rear easement landscape restoration required as a result of FPL self performed work shall be restored by FPL.
- 8 G.M.P. cost estimate does not include any demolition and removal of any unknown structures during the installation of the proposed conduit. If encountered the additional work shall be paid from Owner's contingency.
- 9 G.M.P. cost estimate does not include any chicanes. If a chicane is required, the additional work shall be paid from the Owner's contingency.

- 10 Upon (a) achievement of substantial completion; or (b) achievement of substantial completion of all items for which Burkhardt Construction, Inc. is directly responsible such that the only outstanding items preventing finalization and closeout of the permit are either: (1) items which Owner has separately contracted for, such as installation, connection or repair of cable, telephone, electric, utility, or other similar facilities or services; or (2) items under Burkhardt Construction Inc.'s permit but wholly out of Burkhardt Construction Inc.'s control, such as installation, connection or repair of cable, telephone, electric, utility, or other similar facilities or services; the Owners shall release Burkhardt Construction, Inc., its respective officers, directors, agents and employees (collectively, "BCI") from all liability and indemnify, save, defend, and hold harmless BCI from and against any and all liabilities, damages, claims, losses, and expenses, including reasonable attorney's fees, expenses, and costs (including attorneys' fees, costs and expenses through appeal and attorneys' fees, costs and expenses incurred in establishing the right to and the amount of indemnification) for injury or damages resulting from, arising out of, caused by, or related to the presence of persons or property (other than persons or property under the direct control of BCI) within the boundaries of the location at which BCI performed the Work. This provision shall control over any other provision in the Agreement.
- 11 G.M.P. cost estimate does not include any fees associated with gas main or service line removal or relocation.
- 12 G.M.P. cost estimate does not include pole removal, overhead removal, switching, or energizing the initial new underground circuit to the existing FPL electrical system.

ELECTRICAL

- 1 G.M.P. cost estimate does not include street lighting.

ALTERNATES

- 1 None



Burkhardt Construction, Inc.

Area 02 - OVERHEAD UTILITY UNDERGROUNDING BID SET (04/05/21)

Drawing No.		Drawing Title		Revision	Drawing Date	Received Date	Set
Civil							
C1.00	COVER SHEET			0	04/05/2021	04/05/2021	OVERHEAD UTILITY UNDERGROUNDING BID SET (04/05/21)
C1.01	GENERAL NOTES			0	04/05/2021	04/05/2021	OVERHEAD UTILITY UNDERGROUNDING BID SET (04/05/21)
C1.02	GENERAL NOTES			0	04/05/2021	04/05/2021	OVERHEAD UTILITY UNDERGROUNDING BID SET (04/05/21)
C1.03	GENERAL NOTES			0	04/05/2021	04/05/2021	OVERHEAD UTILITY UNDERGROUNDING BID SET (04/05/21)
C1.04	GENERAL NOTES			0	04/05/2021	04/05/2021	OVERHEAD UTILITY UNDERGROUNDING BID SET (04/05/21)
C2.00	KEY SHEET			0	04/05/2021	04/05/2021	OVERHEAD UTILITY UNDERGROUNDING BID SET (04/05/21)
C3.00	FPL CONDUIT PLAN			0	04/05/2021	04/05/2021	OVERHEAD UTILITY UNDERGROUNDING BID SET (04/05/21)
C3.01	FPL CONDUIT PLAN			0	04/05/2021	04/05/2021	OVERHEAD UTILITY UNDERGROUNDING BID SET (04/05/21)
C3.02	FPL CONDUIT PLAN			0	04/05/2021	04/05/2021	OVERHEAD UTILITY UNDERGROUNDING BID SET (04/05/21)
C3.03	FPL CONDUIT PLAN			0	04/05/2021	04/05/2021	OVERHEAD UTILITY UNDERGROUNDING BID SET (04/05/21)
C3.04	FPL CONDUIT PLAN			0	04/05/2021	04/05/2021	OVERHEAD UTILITY UNDERGROUNDING BID SET (04/05/21)
C3.05	FPL CONDUIT PLAN			0	04/05/2021	04/05/2021	OVERHEAD UTILITY UNDERGROUNDING BID SET (04/05/21)
C3.06	FPL CONDUIT PLAN			0	04/05/2021	04/05/2021	OVERHEAD UTILITY UNDERGROUNDING BID SET (04/05/21)
C3.07	FPL CONDUIT PLAN			0	04/05/2021	04/05/2021	OVERHEAD UTILITY UNDERGROUNDING BID SET (04/05/21)



Burkhardt Construction, Inc.

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
C3.08	FPL CONDUIT PLAN	0	04/05/2021	04/05/2021	OVERHEAD UTILITY UNDERGROUNDING BID SET (04/05/21)
C3.09	FPL CONDUIT PLAN	0	04/05/2021	04/05/2021	OVERHEAD UTILITY UNDERGROUNDING BID SET (04/05/21)
C3.10	FPL CONDUIT PLAN	0	04/05/2021	04/05/2021	OVERHEAD UTILITY UNDERGROUNDING BID SET (04/05/21)
C3.11	FPL CONDUIT PLAN	0	04/05/2021	04/05/2021	OVERHEAD UTILITY UNDERGROUNDING BID SET (04/05/21)
C3.11	FPL CONDUIT PLAN	1	04/26/2021	04/27/2021	OVERHEAD UTILITY UNDERGROUNDING BID SET (04/05/21)
C3.12	FPL CONDUIT PLAN	0	04/05/2021	04/05/2021	OVERHEAD UTILITY UNDERGROUNDING BID SET (04/05/21)
C3.12	FPL CONDUIT PLAN	1	04/12/2021	04/14/2021	OVERHEAD UTILITY UNDERGROUNDING BID SET (04/05/21)
C3.12	FPL CONDUIT PLAN	2	04/26/2021	04/27/2021	OVERHEAD UTILITY UNDERGROUNDING BID SET (04/05/21)
C3.13	FPL CONDUIT PLAN	0	04/05/2021	04/05/2021	OVERHEAD UTILITY UNDERGROUNDING BID SET (04/05/21)
C3.13	FPL CONDUIT PLAN	1	04/08/2021	04/08/2021	OVERHEAD UTILITY UNDERGROUNDING BID SET (04/05/21)
C3.13	FPL CONDUIT PLAN	2	04/12/2021	04/14/2021	OVERHEAD UTILITY UNDERGROUNDING BID SET (04/05/21)
C3.14	FPL CONDUIT PLAN	0	04/05/2021	04/05/2021	OVERHEAD UTILITY UNDERGROUNDING BID SET (04/05/21)
C3.14	FPL CONDUIT PLAN	1	04/26/2021	04/27/2021	OVERHEAD UTILITY UNDERGROUNDING BID SET (04/05/21)
C3.15	FPL CONDUIT PLAN	0	04/05/2021	04/05/2021	OVERHEAD UTILITY UNDERGROUNDING BID SET (04/05/21)
C3.16	FPL CONDUIT PLAN	0	04/05/2021	04/05/2021	OVERHEAD UTILITY UNDERGROUNDING BID SET (04/05/21)
C3.17	FPL CONDUIT PLAN	0	04/05/2021	04/05/2021	OVERHEAD UTILITY UNDERGROUNDING BID SET (04/05/21)



Burkhardt Construction, Inc.

Palm Beach

TCM Backup 08-10-21

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
C3.18	FPL CONDUIT PLAN	0	04/05/2021	04/05/2021	OVERHEAD UTILITY UNDERGROUNDING BID SET (04/05/21)
C3.19	FPL CONDUIT PLAN	0	04/05/2021	04/05/2021	OVERHEAD UTILITY UNDERGROUNDING BID SET (04/05/21)
C3.19	FPL CONDUIT PLAN	1	04/26/2021	04/27/2021	OVERHEAD UTILITY UNDERGROUNDING BID SET (04/05/21)
C3.20	FPL CONDUIT PLAN	0	04/05/2021	04/05/2021	OVERHEAD UTILITY UNDERGROUNDING BID SET (04/05/21)
C3.21	FPL CONDUIT PLAN	0	04/05/2021	04/05/2021	OVERHEAD UTILITY UNDERGROUNDING BID SET (04/05/21)
C3.22	FPL CONDUIT PLAN	0	04/05/2021	04/05/2021	OVERHEAD UTILITY UNDERGROUNDING BID SET (04/05/21)
C3.23	FPL CONDUIT PLAN	0	04/05/2021	04/05/2021	OVERHEAD UTILITY UNDERGROUNDING BID SET (04/05/21)
C4.00	AT&T AND COMCAST CONDUIT PLAN	0	04/05/2021	04/05/2021	OVERHEAD UTILITY UNDERGROUNDING BID SET (04/05/21)
C4.01	AT&T AND COMCAST CONDUIT PLAN	0	04/05/2021	04/05/2021	OVERHEAD UTILITY UNDERGROUNDING BID SET (04/05/21)
C4.02	AT&T AND COMCAST CONDUIT PLAN	0	04/05/2021	04/05/2021	OVERHEAD UTILITY UNDERGROUNDING BID SET (04/05/21)
C4.03	AT&T AND COMCAST CONDUIT PLAN	0	04/05/2021	04/05/2021	OVERHEAD UTILITY UNDERGROUNDING BID SET (04/05/21)
C4.04	AT&T AND COMCAST CONDUIT PLAN	0	04/05/2021	04/05/2021	OVERHEAD UTILITY UNDERGROUNDING BID SET (04/05/21)
C4.05	AT&T AND COMCAST CONDUIT PLAN	0	04/05/2021	04/05/2021	OVERHEAD UTILITY UNDERGROUNDING BID SET (04/05/21)
C4.06	AT&T AND COMCAST CONDUIT PLAN	0	04/05/2021	04/05/2021	OVERHEAD UTILITY UNDERGROUNDING BID SET (04/05/21)
C4.07	AT&T AND COMCAST CONDUIT PLAN	0	04/05/2021	04/05/2021	OVERHEAD UTILITY UNDERGROUNDING BID SET (04/05/21)
C4.08	AT&T AND COMCAST CONDUIT PLAN	0	04/05/2021	04/05/2021	OVERHEAD UTILITY UNDERGROUNDING BID SET (04/05/21)



Burkhardt Construction, Inc.

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
C4.09	AT&T AND COMCAST CONDUIT PLAN	0	04/05/2021	04/05/2021	OVERHEAD UTILITY UNDERGROUNDING BID SET (04/05/21)
C4.10	AT&T AND COMCAST CONDUIT PLAN	0	04/05/2021	04/05/2021	OVERHEAD UTILITY UNDERGROUNDING BID SET (04/05/21)
C4.11	AT&T AND COMCAST CONDUIT PLAN	0	04/05/2021	04/05/2021	OVERHEAD UTILITY UNDERGROUNDING BID SET (04/05/21)
C4.11	AT&T AND COMCAST CONDUIT PLAN	1	04/26/2021	04/27/2021	OVERHEAD UTILITY UNDERGROUNDING BID SET (04/05/21)
C4.12	AT&T AND COMCAST CONDUIT PLAN	0	04/05/2021	04/05/2021	OVERHEAD UTILITY UNDERGROUNDING BID SET (04/05/21)
C4.12	AT&T AND COMCAST CONDUIT PLAN	1	04/12/2021	04/14/2021	OVERHEAD UTILITY UNDERGROUNDING BID SET (04/05/21)
C4.12	AT&T AND COMCAST CONDUIT PLAN	2	04/26/2021	04/27/2021	OVERHEAD UTILITY UNDERGROUNDING BID SET (04/05/21)
C4.13	AT&T AND COMCAST CONDUIT PLAN	0	04/05/2021	04/05/2021	OVERHEAD UTILITY UNDERGROUNDING BID SET (04/05/21)
C4.13	AT&T AND COMCAST CONDUIT PLAN	1	04/08/2021	04/08/2021	OVERHEAD UTILITY UNDERGROUNDING BID SET (04/05/21)
C4.13	AT&T AND COMCAST CONDUIT PLAN	2	04/12/2021	04/14/2021	OVERHEAD UTILITY UNDERGROUNDING BID SET (04/05/21)
C4.14	AT&T AND COMCAST CONDUIT PLAN	0	04/05/2021	04/05/2021	OVERHEAD UTILITY UNDERGROUNDING BID SET (04/05/21)
C4.14	AT&T AND COMCAST CONDUIT PLAN	1	04/26/2021	04/27/2021	OVERHEAD UTILITY UNDERGROUNDING BID SET (04/05/21)
C4.15	AT&T AND COMCAST CONDUIT PLAN	0	04/05/2021	04/05/2021	OVERHEAD UTILITY UNDERGROUNDING BID SET (04/05/21)
C4.16	AT&T AND COMCAST CONDUIT PLAN	0	04/05/2021	04/05/2021	OVERHEAD UTILITY UNDERGROUNDING BID SET (04/05/21)
C4.17	AT&T AND COMCAST CONDUIT PLAN	0	04/05/2021	04/05/2021	OVERHEAD UTILITY UNDERGROUNDING BID SET (04/05/21)
C4.18	AT&T AND COMCAST CONDUIT PLAN	0	04/05/2021	04/05/2021	OVERHEAD UTILITY UNDERGROUNDING BID SET (04/05/21)



Burkhardt Construction, Inc.

Palm Beach

TCM Backup 08-10-21

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
C4.19	AT&T AND COMCAST CONDUIT PLAN	0	04/05/2021	04/05/2021	OVERHEAD UTILITY UNDERGROUNDING BID SET (04/05/21)
C4.19	AT&T AND COMCAST CONDUIT PLAN	1	04/26/2021	04/27/2021	OVERHEAD UTILITY UNDERGROUNDING BID SET (04/05/21)
C4.20	AT&T AND COMCAST CONDUIT PLAN	0	04/05/2021	04/05/2021	OVERHEAD UTILITY UNDERGROUNDING BID SET (04/05/21)
C4.21	AT&T AND COMCAST CONDUIT PLAN	0	04/05/2021	04/05/2021	OVERHEAD UTILITY UNDERGROUNDING BID SET (04/05/21)
C4.22	AT&T AND COMCAST CONDUIT PLAN	0	04/05/2021	04/05/2021	OVERHEAD UTILITY UNDERGROUNDING BID SET (04/05/21)
C4.23	AT&T AND COMCAST CONDUIT PLAN	0	04/05/2021	04/05/2021	OVERHEAD UTILITY UNDERGROUNDING BID SET (04/05/21)
C5.00	FPL CONSTRUCTION DETAILS	0	04/05/2021	04/05/2021	OVERHEAD UTILITY UNDERGROUNDING BID SET (04/05/21)
C5.01	FPL CONSTRUCTION DETAILS	0	04/05/2021	04/05/2021	OVERHEAD UTILITY UNDERGROUNDING BID SET (04/05/21)
C5.02	FPL CONSTRUCTION DETAILS	0	04/05/2021	04/05/2021	OVERHEAD UTILITY UNDERGROUNDING BID SET (04/05/21)
C6.00	AT&T CONSTRUCTION DETAILS	0	04/05/2021	04/05/2021	OVERHEAD UTILITY UNDERGROUNDING BID SET (04/05/21)
C7.00	COMCAST CONSTRUCTION DETAILS	0	04/05/2021	04/05/2021	OVERHEAD UTILITY UNDERGROUNDING BID SET (04/05/21)
C8.00	ROADWAY DETAILS	0	04/05/2021	04/05/2021	OVERHEAD UTILITY UNDERGROUNDING BID SET (04/05/21)
C8.01	STANDARD EASEMENT DETAILS	0	04/05/2021	04/05/2021	OVERHEAD UTILITY UNDERGROUNDING BID SET (04/05/21)
C8.02	CONSTRUCTION DETAILS	0	04/05/2021	04/05/2021	OVERHEAD UTILITY UNDERGROUNDING BID SET (04/05/21)
C8.03	CONSTRUCTION DETAILS	0	04/05/2021	04/05/2021	OVERHEAD UTILITY UNDERGROUNDING BID SET (04/05/21)
C8.04	CONSTRUCTION DETAILS	0	04/05/2021	04/05/2021	OVERHEAD UTILITY UNDERGROUNDING BID SET (04/05/21)



Burkhardt Construction, Inc.

Palm Beach

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
C8.05	STANDARD CLEARSPACE DETAIL	0	04/05/2021	04/05/2021	OVERHEAD UTILITY UNDERGROUNDING BID SET (04/05/21)
C9.00	ELECTRICAL SERVICE SIZING	0	04/05/2021	04/05/2021	OVERHEAD UTILITY UNDERGROUNDING BID SET (04/05/21)
C9.01	ELECTRICAL SERVICE SIZING	0	04/05/2021	04/05/2021	OVERHEAD UTILITY UNDERGROUNDING BID SET (04/05/21)
C9.02	359 S. COUNTY ROAD ELECTRICAL PLAN	0	04/05/2021	04/05/2021	OVERHEAD UTILITY UNDERGROUNDING BID SET (04/05/21)
C9.03	359 S. COUNTY ROAD ELECTRICAL PLAN	0	04/05/2021	04/05/2021	OVERHEAD UTILITY UNDERGROUNDING BID SET (04/05/21)
C9.04	NIGHTMASTER CONTROLLER PLAN	0	04/05/2021	04/05/2021	OVERHEAD UTILITY UNDERGROUNDING BID SET (04/05/21)
C9.05	NIGHTMASTER CONTROLLER PLAN	0	04/05/2021	04/05/2021	OVERHEAD UTILITY UNDERGROUNDING BID SET (04/05/21)
C9.05	NIGHTMASTER CONTROLLER PLAN	1	04/26/2021	04/27/2021	OVERHEAD UTILITY UNDERGROUNDING BID SET (04/05/21)
C9.06	NIGHTMASTER CONTROLLER PLAN	0	04/05/2021	04/05/2021	OVERHEAD UTILITY UNDERGROUNDING BID SET (04/05/21)
C9.07	NIGHTMASTER CONTROLLER PLAN	0	04/05/2021	04/05/2021	OVERHEAD UTILITY UNDERGROUNDING BID SET (04/05/21)
Landscape					
L1.00	LANDSCAPE PLAN	0	04/05/2021	04/05/2021	OVERHEAD UTILITY UNDERGROUNDING BID SET (04/05/21)
L1.00	LANDSCAPE PLAN	1	04/12/2021	04/14/2021	OVERHEAD UTILITY UNDERGROUNDING BID SET (04/05/21)
L1.01	LANDSCAPE DETAILS	0	04/05/2021	04/05/2021	OVERHEAD UTILITY UNDERGROUNDING BID SET (04/05/21)
L1.02	LANDSCAPE DETAILS	0	04/05/2021	04/05/2021	OVERHEAD UTILITY UNDERGROUNDING BID SET (04/05/21)
L1.03	LANDSCAPE NOTES	0	04/05/2021	04/05/2021	OVERHEAD UTILITY UNDERGROUNDING BID SET (04/05/21)
Topographic Survey					



Burkhardt Construction, Inc.

Printed on Mon Jul 12, 2021 at 06:41 pm EDT
Job #: 2029 PRECON - Phase 4 South - South Lake Drive Water Main / Overhead To Undergrounding
Palm Beach

37
TCM Backup 08-10-21

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
1 OF 20	AREA 6 UNDERGROUNDING PROJECT	0	04/05/2021	04/05/2021	OVERHEAD UTILITY UNDERGROUNDING BID SET (04/05/21)
2 OF 20	AREA 6 UNDERGROUNDING PROJECT	0	04/05/2021	04/05/2021	OVERHEAD UTILITY UNDERGROUNDING BID SET (04/05/21)
3 OF 20	AREA 6 UNDERGROUNDING PROJECT	0	04/05/2021	04/05/2021	OVERHEAD UTILITY UNDERGROUNDING BID SET (04/05/21)
4 OF 20	AREA 6 UNDERGROUNDING PROJECT	0	04/05/2021	04/05/2021	OVERHEAD UTILITY UNDERGROUNDING BID SET (04/05/21)
5 OF 20	AREA 6 UNDERGROUNDING PROJECT	0	04/05/2021	04/05/2021	OVERHEAD UTILITY UNDERGROUNDING BID SET (04/05/21)
6 OF 20	AREA 6 UNDERGROUNDING PROJECT	0	04/05/2021	04/05/2021	OVERHEAD UTILITY UNDERGROUNDING BID SET (04/05/21)
7 OF 20	AREA 6 UNDERGROUNDING PROJECT	0	04/05/2021	04/05/2021	OVERHEAD UTILITY UNDERGROUNDING BID SET (04/05/21)
8 OF 20	AREA 6 UNDERGROUNDING PROJECT	0	04/05/2021	04/05/2021	OVERHEAD UTILITY UNDERGROUNDING BID SET (04/05/21)
9 OF 20	AREA 6 UNDERGROUNDING PROJECT	0	04/05/2021	04/05/2021	OVERHEAD UTILITY UNDERGROUNDING BID SET (04/05/21)
10 OF 20	AREA 6 UNDERGROUNDING PROJECT	0	04/05/2021	04/05/2021	OVERHEAD UTILITY UNDERGROUNDING BID SET (04/05/21)
11 OF 20	AREA 6 UNDERGROUNDING PROJECT	0	04/05/2021	04/05/2021	OVERHEAD UTILITY UNDERGROUNDING BID SET (04/05/21)
12 OF 20	AREA 6 UNDERGROUNDING PROJECT	0	04/05/2021	04/05/2021	OVERHEAD UTILITY UNDERGROUNDING BID SET (04/05/21)
13 OF 20	AREA 6 UNDERGROUNDING PROJECT	0	04/05/2021	04/05/2021	OVERHEAD UTILITY UNDERGROUNDING BID SET (04/05/21)
14 OF 20	AREA 6 UNDERGROUNDING PROJECT	0	04/05/2021	04/05/2021	OVERHEAD UTILITY UNDERGROUNDING BID SET (04/05/21)
15 OF 20	AREA 6 UNDERGROUNDING PROJECT	0	04/05/2021	04/05/2021	OVERHEAD UTILITY UNDERGROUNDING BID SET (04/05/21)
16 OF 20	AREA 6 UNDERGROUNDING PROJECT	0	04/05/2021	04/05/2021	OVERHEAD UTILITY UNDERGROUNDING BID SET (04/05/21)



Burkhardt Construction, Inc.

Printed on Mon Jul 12, 2021 at 06:41 pm EDT
Job #: 2029 PRECON - Phase 4 South - South Lake Drive Water Main / Overhead To Undergrounding
Palm Beach

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
17 OF 20	AREA 6 UNDERGROUNDING PROJECT	0	04/05/2021	04/05/2021	OVERHEAD UTILITY UNDERGROUNDING BID SET (04/05/21)
18 OF 20	AREA 6 UNDERGROUNDING PROJECT	0	04/05/2021	04/05/2021	OVERHEAD UTILITY UNDERGROUNDING BID SET (04/05/21)
19 OF 20	AREA 6 UNDERGROUNDING PROJECT	0	04/05/2021	04/05/2021	OVERHEAD UTILITY UNDERGROUNDING BID SET (04/05/21)
20 OF 20	AREA 6 UNDERGROUNDING PROJECT	0	04/05/2021	04/05/2021	OVERHEAD UTILITY UNDERGROUNDING BID SET (04/05/21)



July 21, 2021

Patricia Strayer, P.E.
Town of Palm Beach Public Works
951 Old Okeechobee Road, Suite A
West Palm Beach, FL 33401

RE: Phase 4 South – GMP Review
KHA Job No. 044063219

Dear Patricia,

The Town of Palm Beach selected Burkhardt Construction (BCI) as the Construction Manager at Risk (CMAR) for the Phase 4 South Undergrounding Conversion and A-6 Lift Station Improvements Projects. On July 12, 2021, BCI submitted a Guaranteed Maximum Price (GMP) for the projects to the Town and Kimley-Horn for review. Because these two projects share a similar project area, there are cost and schedule efficiency gains in constructing them simultaneously under a single project. This approach is similar to that taken for the infrastructure improvements that were constructed during previous phases of the Undergrounding project.

The GMP received for the Phase 4 South Undergrounding project was \$9,010,156.95. The current Engineer's Opinion of Probable Cost for Phase 4 South is \$9,190,000. The Master Plan Opinion of Probable Cost that was updated in November 2019 included a cost opinion of \$6,400,000 for the construction elements that were anticipated to be included in the GMP for Phase 4 South. There are a number of reasons for the difference between the current Engineer's Opinion of Probable Construction Cost for Phase 4 South and the cost opinion that was developed in 2019. These reasons include the following:

1. *Phase 5 South Infrastructure.* There are spare conduits being installed in the Phase 4 South project to avoid installation conflicts during the Phase 5 South construction phase. These conduits exist along the phase boundary and installing them during Phase 4 creates installation and cost efficiencies and prevents disturbing the impacted areas twice. We recommend that the CMAR separate these costs so they can be allocated appropriately to Phase 5.
2. *Schedule Delay.* The easement acquisition process was extremely difficult in Phase 4 South and, while significant progress was made over the last 6 months, the phase is over a year behind schedule. The cost opinion that was updated in 2019 did not include an extra year of cost escalations to account for a 2021 construction start.

3. *Non-ideal equipment placement.* As described in previous phases, the easement acquisition process does not always yield the most efficient equipment locations from a cost perspective. Combining this with the difficulties experienced in this phase with acquiring easements, more creativity was needed in order to bring this design to a point where it can be implemented in the field. This results in the need to relocate existing utilities, modify sidewalks, install curbs and bollards, modify site walls, and perform other site improvements that were at a level far greater than experienced in previous phases. These site improvements and related restoration drove up project costs.
4. *Increased phase area complexity.* The age of the existing infrastructure combined with the urban environment and high power and communication service demands creates a climate of increased complexity in project execution. Phase 4 South is the most complex and difficult phase yet and is potentially the most difficult phase of the entire program.
5. *Increased Communication Infrastructure Intensity.* The Mid-Town area requires a higher amount of communications infrastructure than previous phases largely due to the way the area is served today. The project area consists of a mix of predominantly aerial cables with at-grade equipment cabinets, and some underground cables that will be reused. In order to reuse the existing at-grade cabinets, new underground conduits need to be connected to the cabinets and then routed to the individual properties that are served by those cabinets. In some instances, this requires multiple conduits on one street because each side of the street is served by different cabinets. Additionally, intercepting some of the existing underground infrastructure requires long lengths of conduit because the shortest intercept length was not constructable or there was no ability to access the building in the most convenient location.
6. *Current Construction Industry Climate.* The first half of 2021 has seen some of the sharpest increases in construction costs than have been seen in many years. Supply chain disruption, building material and equipment price increases, and labor shortages, combined with an extremely active construction market have driven project costs significantly higher during the first half of 2021.

The GMP received for the A-6 Lift Station Improvements project was \$1,908,906.99. The Engineer's Opinion of Probable Cost for the A-6 project that was prepared in 2020 is \$1,454,000. The difference can mostly be attributed to the current state of the construction market as described in point #6 above. Metals and equipment have been particularly

impacted by these issues due to recent elimination of tariff credits and the A-6 project includes numerous metal materials and significant electrical equipment.

Kimley-Horn reviewed the GMP to identify any abnormalities in the bid items, CMAR costs, and Exceptions and Clarifications submitted by BCI. The results of our review follow below.

The GMP includes General Conditions and Construction Phase Management Fees that are less on a percentage basis than previous phases. With Phases 2 South and 3 South under active construction, there is now considerable overlap in the project schedules that allows more cost efficiencies to be realized.

The following items are recommended to be reviewed and revised by BCI, as applicable:

- The percentage profit has increased to 8.1% versus the traditional 7.7% we have seen in previous phases.
- The spare conduits that are related to the Phase 5 South project scope should be itemized separately in the GMP, including any associated CMAR costs, as the costs for these improvements should be allocated to Phase 5.
- The cost for installation of 2-3" Comcast conduits should be verified as it is the same as the cost for installation of 3-3" Comcast conduits.
- There are costs related to intercepting Comcast risers and services that should be verified as these are only related to the location of where the conduit should be stubbed up. Comcast will perform the actual intercept.
- There are per foot costs in the bid for gas relocation. This should be verified as FPU will be responsible for the actual relocation.

Additionally, there is one line item that should be considered for elimination from the GMP:

- The line item "Restore Exfiltration Trench" has been eliminated from the project. This item can be eliminated from the GMP.

The Exceptions and Clarifications submitted with the GMP were also reviewed. Our review of these conditions yields the following comments:

- General, Item 2: The note indicates a schedule duration of 30 months but all other documentation in the GMP indicates a schedule of 24 months. This note should be revised.

- General, Item 3: Provides a disclaimer that prices are subject to change based on the volatile construction market and that any material price increases will be passed on to the Town.
- Water / Sewer / Storm Drainage, Item 7: States that BCI/Murray Logan will not be responsible for pumping performance of existing pumps after voltage change. Our expectation is that the pumps will perform similar to their existing pumping condition after the voltage change. The Town should have the right to reject pumps that return from the motor shop in an inoperable condition, have excessive vibrations, pump significantly less volume and/or head, etc.
- Franchise Utilities, Item 7: There is an allowance item in the GMP for concrete restoration after pole removal. The intent of this note should be clarified.
- Franchise Utilities, Item 9: There are no chicanes shown in the plans. The intent of this note should be clarified.
- Franchise Utilities, Item 11: Preliminary FPL Schematic plans were provided in the Bid Documents. The intent of this note should be clarified.
- Franchise Utilities, Item 12: There are costs in Wilco's bid that describe gas main relocation fees. The intent of this note should be clarified.

We recommend that these comments to the GMP Exceptions and Clarifications section be reviewed with BCI so appropriate revisions can be made.

Should you have any questions or comments, please do not hesitate to contact me at (561) 840-0820.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.



Kevin Schanen, P.E.
Sr. Vice President

Attachment: BCI GMP dated July 12, 2021

Cc: File

K:\WPB_Civil\044063219 - Phase 4 Undergrounding\Phase 4 South\GMP Development\GMP Review Phase 4 South.docx



August 2, 2021

Dean Mealy, II CPPO
Town of Palm Beach – Purchasing Division
951 Old Okeechobee Road, Suite 'D'
West Palm Beach, FL 33401

RE: Town-Wide Undergrounding of Utilities Program – Construction Cost versus Master Plan Opinion of Probable Construction Cost Summary
KHA Job No. 044063229

Dear Dean,

This letter provides a summary of the construction cost proposals received since the Master Plan Opinion of Probable Construction Cost (OPC) was updated in 2019. In the time since the update, cost proposals have been received for five phase areas of the program: Phase 3 South, Phase 4 North, Phase 4 South, Phase 5 North, and Phase 5 South. A summary table of the cost proposals versus the Master Plan OPC is provided below:

Phase Area	Construction Cost Proposal	Master Plan OPC	Difference	% Difference
3S	\$8,029,384.83	\$7,710,000.00	\$319,384.83	+4.0%
4N	\$5,043,009.99	\$5,360,000.00	(\$316,990.01)	-6.3%
4S	\$8,803,506.00	\$6,400,000.00	\$2,403,506.00	+27.3%
5N	\$7,347,435.31	\$6,960,000.00	\$387,435.31	+5.3%
5S	\$8,102,327.89	\$8,940,000.00	(\$837,672.11)	-10.3%
Totals	\$37,325,664.02	\$35,370,000.00	\$1,955,664.02	+5.2%

As shown in the table above, while there is volatility in the individual phases, the overall construction costs for these five phases is within 5.2% of the updated, pre-pandemic Master Plan OPC. Additionally, it should be noted that Phase 4 North has seen a cost savings of over \$200,000 since approval of the Guaranteed Maximum Price for this phase through the elimination of the chicanes in this phase. This cost savings is not reflected in the above table, but if it was included the overall difference would drop below 5 percent. There is a similar opportunity for savings in both Phases 5 North and South should some or all of the planned chicanes be eliminated.

Should you have any questions or comments, please do not hesitate to contact me at (561) 840-0820.

Sincerely,
KIMLEY-HORN AND ASSOCIATES, INC.

A handwritten signature in blue ink, appearing to read 'K. Schanen', is positioned above the printed name.

Kevin Schanen, P.E.
Sr. Vice President

Cc: File

K:\WPB_Civil\044063229 - Phase 5 Design\Phase 5 South\Bidding\2021_0802_Cost Summary.docx

TOWN OF PALM BEACH

Information for Town Council Meeting on: August 10, 2021

TO: Mayor and Town Council

VIA: Kirk W. Blouin, Town Manager

VIA: Jane Le Clainche, CPA Finance Director

FROM: Dean Mealy, CPPO Town Purchasing Manager

RE: Resolution to Approve a Purchase Order to Kimley-Horn and Associates, Inc. for the Town-wide Undergrounding of Utilities Program, Phase 4 South Construction Phase Services in the Amount of \$333,659 and Establishing a Project Budget of \$383,659
Resolution No. 087-2021

DATE: July 27, 2021

STAFF RECOMMENDATION

Town staff recommends that Town Council approve Resolution No. 087-2021 approving a Purchase Order to Kimley-Horn and Associates, Inc. for the Town-wide Undergrounding of Utilities Program, Phase 4 South Construction Phase Services in the amount of \$333,659, and establishing a project budget of \$383,659.

GENERAL INFORMATION

Construction Phase Services provide the necessary engineering oversight of the construction to ensure the work is performed and completed according to design. These services not only include weekly site inspections, but also review of all invoices, review of request for change orders, review of shop drawings, testing reports, and other tasks associated with engineering interpretation of construction plans. Finally, these services review and approve as-built plans, along with substantial completion request and final walk through of the construction project. These services provide Town staff with the necessary expertise and staffing to ensure that the final construction project meets the needs and standards of the Town.

PROCUREMENT METHODOLOGY

Town Purchasing secured the Kimley-Horn and Associates, Inc. proposal for Phase 4 South Construction which was vetted by Town staff.

FUNDING/FISCAL IMPACT

Funding for this award will be from the Underground Utility Fund.

PUBLIC WORKS REVIEW

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

TOWN ATTORNEY REVIEW

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

cc: Paul Brazil, P.E. Public Works Director
Patricia Strayer, P.E. Town Engineer

RESOLUTION NO. 087-2021

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING A PURCHASE ORDER TO KIMLEY-HORN AND ASSOCIATES, INC. FOR THE TOWN-WIDE OVERHEAD UTILITY UNDERGROUNDING PROJECT, PHASE 4 SOUTH CONSTRUCTION PHASE SERVICES IN THE AMOUNT OF \$333,659 AND ESTABLISHING A PROJECT BUDGET OF \$383,659.

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

Section 1. The Town Council of the Town of Palm Beach hereby approves Resolution No. 087-2021, approving a purchase order to Kimley-Horn and Associates, Inc., for the Town-wide Overhead Utility Undergrounding Project, Phase 4 South, Construction Phase Services in the amount of \$333,659 and establishing a project budget of \$383,659.

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

PASSED AND ADOPTED in a regular, adjourned session of the Town Council of the Town of Palm Beach assembled this 10th day of August, 2021.

Danielle H. Moore, Mayor

ATTEST:

Queenester Nieves, CMC, Town Clerk

July 21, 2021

Dean Mealy, II CPPO
Town of Palm Beach – Purchasing Division
951 Okeechobee Road, Suite 'D'
West Palm Beach, FL 33401

RE: *Town-Wide Undergrounding of Utilities Program: Phase 4 South Construction Phase Services*

Dear Dean,

The Kimley-Horn and Associates, Inc. team (Kimley-Horn) is pleased to submit this proposal to the Town of Palm Beach ("TOWN") for providing engineering services related to the Phase 4 South construction phase for the Town-wide Undergrounding of Utilities Program. Our project understanding, scope of services, schedule, and fee follow.

Project Understanding

The design phase of Phase 4 South is complete and the Town's Construction Manager has submitted the Guaranteed Maximum Price for the project. The Town has requested that Kimley-Horn perform construction phase engineering services to support the Town during the construction of the undergrounding.

It is understood that work is anticipated to begin in September 2021. This sub-phase is generally located between Worth Avenue and Royal Palm Way.

It is understood that FPL, AT&T, and Comcast all have facilities on utility poles to varying degrees. These poles are generally located in rear-lot easements or in the public right-of-way. New underground infrastructure will be installed within the road rights-of-way and in new front-lot easements. Once the new facilities have been installed, activated, and the services cut over, the rear-lot poles and wires will be removed.

Based on this understanding, our detailed scope of services is provided below.

Scope of Services

Kimley-Horn will perform the following services during construction. A more detailed description of each of the bulleted services follows later in this proposal.

- Pre-Construction Meeting attendance
- Bi-weekly progress meeting attendance for the 24-month construction duration (up to 52 meetings)
- Utility coordination meeting attendance (FPL, ATT, Comcast, FPU) during the construction duration (up to 8 meetings)

- Visits to the site including field reports and photographs (approximately 2-3 times per week during conduit/equipment installation and 1-2 times per week during demolition, up to 234 visits)
- Recommendations with Respect to Defective Work
- Clarifications and interpretations
- Change order review
- Shop drawing review / review of proposed substitutions
- Review of testing lab reports
- Payment application review (up to 24 applications)
- Substantial completion walk-through and punch list development
- Final acceptance walk-through and applicable permit certifications
- Record drawing review

The following is a more detailed description of the services that will be performed.

Pre-Construction Conference. Kimley-Horn will attend a Pre-Construction Conference prior to commencement of Work at the Site.

Visits to Site and Observation of Construction. Kimley-Horn will make the limited number of visits as described above in order to observe the progress of the Work. Such visits and observations by Kimley-Horn are not intended to be exhaustive or to extend to every aspect of Contractor's work. Observations are to be limited to spot checking, selective measurement, and similar methods of general observation. Based on information obtained during such visits, 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.

Kimley-Horn shall not, during such visits or as a result of such observations, supervise, direct, or have control over Contractor's work, nor shall Kimley-Horn 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 applicable laws and regulations. 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.

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.

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 the Town 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.

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 Town 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 Contractor be paid. Such recommendations will be based on Kimley-Horn's knowledge, information and belief, and will state whether in Kimley-Horn's opinion Contractor's work has progressed to the point indicated, 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. Kimley-Horn's recommendations will not be a representation that its observations to check Contractor's work have been exhaustive, extended to every aspect of Contractor's work, or involved detailed inspections.

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. We will also review conduit and equipment placement record drawings submitted by the contractor for FPL, AT&T, and Comcast facilities prior to submission of such record drawings to those respective utility owners. Comments will be provided to the contractor prior to submission to the utility owners. 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 with the Town 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 shall 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. If the work is found to be in general accordance with the Contract Documents, Kimley-Horn will also prepare and submit applicable permit certifications for those permits that were issued for the project.

Additional Services

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

Information and Services Provided by the Town

The following information and services shall be provided to Kimley-Horn by the Town:

- Access to the project area

Schedule

Kimley-Horn will perform the scope of services above as expeditiously as practical to meet a mutually agreed upon schedule. It is anticipated that services will begin in September 2021. Construction is expected to be complete in August 2023 per the Construction Manager's proposed schedule. Fees for engineering services are based on these durations. Services performed beyond these durations will be considered additional services.

Fee and Billing

Kimley-Horn will perform the scope of services, excluding meetings, for the total lump sum fees listed below. All permitting, application, and similar project fees will be paid directly by the Client. Lump sum fee will be invoiced monthly based upon the overall percentage of services performed.

Construction Phase Services	\$288,982
-----------------------------	-----------

Kimley-Horn will attend meetings on a labor fee plus expense basis with the estimated labor and expense fees shown below. Kimley-Horn will not exceed the total maximum labor and expense fee shown without authorization from the Client.

Meeting Attendance [Construction Phase]	\$ 44,677
---	-----------

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 Master Professional Services Agreement between the Town of Palm Beach and Kimley-Horn and Associates, Inc., Professional Engineering Services for the Town-Wide Undergrounding of Utilities Program RFQ No. 2016-07, 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,
KIMLEY-HORN AND ASSOCIATES, INC.

A handwritten signature in blue ink, appearing to read 'KS', is positioned above the typed name of the signatory.

By: Kevin Schanen, P.E.
Senior Vice President

TOWN OF PALM BEACH

Information for Town Council Meeting on: August 10, 2021

TO: Mayor and Town Council

VIA: Kirk W. Blouin, Town Manager

VIA: Jane Le Clainche, CPA Finance Director

FROM: Dean Mealy, CPPO Town Purchasing Manager

RE: Resolution to Approve the Award of ITB No. 2021-05, Town-wide Overhead Utility Undergrounding Project, Phase 5, North and South, **Resolution No. 088-2021**

DATE: August 2, 2021

STAFF RECOMMENDATION

Town staff recommends that Town Council approve the award of ITB No. 2021-05, Town-wide Overhead Utility Undergrounding Project, Phase 5, North and South.

The recommended awardee for Phase 5 North is CR Dunn, Inc. in the amount of \$6,416,941.56 and establish a project budget of \$7,379,502.

The recommended awardee for Phase 5 South is Wilco Electric LLC in the amount of \$6,629,360.64 and establish a project budget of \$7,623,764.

GENERAL INFORMATION

The Town has selected Burkhardt Construction (BCI) as the Construction Manager and solicited bids for Phase 5 South and Phase 5 North of the Town-wide Undergrounding Utilities Program.

Kimley-Horn and Associates, Inc. (KHA) has provided the following cost overview:

Phase Area	Construction Cost Proposal	Master Plan Opinion of Cost - 2019	Difference	% Difference
5N	\$7,347,435.31	\$6,960,000.00	\$387,435.31	+5.3%
5S	\$8,102,327.89	\$8,940,000.00	(\$837,672.11)	-10.3%

PROCUREMENT METHODOLOGY

Town Purchasing issued an Invitation to Bid for this solicitation as part of the requirement of the Hazard Mitigation Grant Program by the Florida Division of Emergency Management (FDEM) and the Federal Emergency Management Agency (FEMA). An ITB requires the award to the low, responsive, responsible bidder.

The bid was broadcast to 1,116 bidders that identified themselves as a supplier of the requested services. Additionally, Town Purchasing sent emails to twenty-three contractor that were identified by Burkhardt Construction Inc. and Town Engineering.

A potential bidder could bid on both north and south, or just one. The Town received a total of three responses. The responders were:

- Wilco Electric, LLC who only bid on Phase 5 South
- CR Dunn, Inc. who only bid on Phase 5 North
- Hypower, Inc. who bid on both North and South

All bids were reviewed for responsiveness and responsibility. Town Engineering and Burkhardt Construction Inc. (BCI) recommended award to CR Dunn, Inc. and Wilco Electric, LLC. Both contractors have an extensive working relationship with BCI as subcontractors for previous phases.

FUNDING/FISCAL IMPACT

Funding for the Phase 5 will be from the Underground Utility Fund and is financed with assessment revenue and bond proceeds.

The project has been approved funding through the Hazard Mitigation Grant Program by the Florida Division of Emergency Management (FDEM) and the Federal Emergency Management Agency (FEMA) in the amount of approximately \$8.5 million.

PUBLIC WORKS REVIEW

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

TOWN ATTORNEY REVIEW

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

cc: Paul Brazil, P.E. Public Works Director
Patricia Strayer, P.E., Town Engineer

RESOLUTION NO. 088-2021

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING THE AWARD OF ITB NO. 2021-05, TOWN-WIDE OVERHEAD UTILITY UNDERGROUNDING PROJECT PHASE 5 SOUTH TO WILCO ELECTRIC LLC IN THE AMOUNT OF \$6,629,360.64 AND ESTABLISHING A PROJECT BUDGET OF \$7,623,764 AND AWARD PHASE 5 NORTH TO CR DUNN, INC. IN THE AMOUNT OF \$6,416,941.56 AND ESTABLISHING A PROJECT BUDGET OF \$7,379,502.

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

Section 1. The Town Council of the Town of Palm Beach hereby approves Resolution No. 088-202, approving the Award of ITB No. 2021-15, Town-wide Overhead Utility Undergrounding Project, Phase 5 North to CR Dunn, Inc. in the amount of \$6,416,941.56 and establishing a project budget of \$7,379,502 and Phase 5 South to Wilco Electric LLC in the amount of \$6,629,360.64 and establishing a project budget of \$7,623,764.

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

PASSED AND ADOPTED in a regular, adjourned session of the Town Council of the Town of Palm Beach assembled this 10th day of August, 2021.

Danielle H. Moore, Mayor

ATTEST:

Queenester Nieves, CMC, Town Clerk

**TOWN OF PALM BEACH****Bid No. 2021-05****Town-wide Overhead Utility Undergrounding Project - Phase 5, South and North****BID TABULATION**

Vendor:		CR Dunn, Inc.	Wilco Electrical LLC	Hypower, Inc.
Address:		1202 Pope Lane Lake Worth, Florida 33460	430 Business Parkway Royal Palm Beach, Florida 33411	5913 NW 31 Avenue Fort Lauderdale, Florida 33309
Contact:		Malcolm Rogers	Tom Nemic	John Zoerhof
Telephone:		(561) 585-2155	(305) 742-1752	(954) 448-0369
Email		malcolm@crdunn.net	tom@wilcollc.com	jzoerhof@hypowerinc.com
Description		Price	Price	Price
Total Direct Construction Cost - Phase 5 North		\$ 6,416,941.56	# N/A	\$ 7,000,192.76
Total Direct Construction Cost - Phase 5 South		# N/A	\$6,629,360.64	\$ 8,612,403.55
Grand Total for Phase 5, South and North (If applicable)		# N/A	# N/A	\$ 15,612,596.31
		Apparent Awardee for North	Apparent Awardee for South	

July 29, 2021

Patricia Strayer, P.E.
Town of Palm Beach Public Works
951 Old Okeechobee Road, Suite A
West Palm Beach, FL 33401

RE: Phase 5 – Construction Management Proposal and Bid Proposal Review
KHA Job No. 044063229

Dear Patricia,

The Town of Palm Beach selected Burkhardt Construction (BCI) as the Construction Manager and solicited bids for *Phase 5 South* and *Phase 5 North* of the Town-Wide Undergrounding of Utilities Program.

BCI submitted a Construction Phase Services Proposal for both phases to the Town and Kimley-Horn for review on 7/14/21. Preliminary comments were provided to BCI on 7/21/21 and a revised proposal was submitted on 7/27/21. The revised proposal resolves the comments that were provided and has resulted in a cost savings of \$243,846.85 over the original proposal received. Kimley-Horn does not have any further comments on the Construction Manager's proposal for *Phase 5 South* and *Phase 5 North*.

On 7/14/21, the Town received an apparent low bid for *Phase 5 South* from Wilco Electrical in the amount of \$6,629,360.64. Adding the *Phase 5 South* allocation of the BCI proposal results in a project total of \$7,618,666.89. The current Engineer's Opinion of Probable Construction Cost is \$8,280,000 while the Master Plan Opinion of Probable Construction Cost, which was updated in 2019, was \$8,940,000.

Also on 7/14/21, the Town received an apparent low bid for *Phase 5 North* from C.R. Dunn in the amount of \$6,416,941.56. Adding the *Phase 5 North* allocation of the BCI proposal results in a project total of \$7,347,435.31. The current Engineer's Opinion of Probable Construction Cost is \$7,130,000 while the Master Plan Opinion of Probable Construction Cost, which was updated in 2019, was \$6,960,000.

The costs for *Phase 5 North* are approximately \$390,000 over the 2019 Master Plan Opinion of Probable Construction Cost. This difference can be attributed to the following:

- *Non-Ideal Equipment Placement.* As described in previous phases, the easement acquisition process does not always yield the most efficient equipment locations from a cost perspective. Combining this with the difficulties experienced in this phase with acquiring easements, more creativity was needed in order to bring this design to a point where it can be implemented in the field. This results in the need to relocate existing utilities, add nine chicanes, install numerous curbs, and place various pieces of equipment in locations that create significant increases in the amount of primary and feeder cable that must be installed. These improvements and related restoration drive up project costs.
- *Current Construction Industry Climate.* The first half of 2021 has seen some of the sharpest increases in construction costs than have been seen in many years. Supply chain disruption, building material and equipment price increases, and labor shortages, combined with an extremely active construction market, have driven project costs significantly higher during the first half of 2021.

For *Phase 5 South*, the 2019 Master Plan Opinion of Probable Construction Cost and the current Engineer's Opinion of Probable Construction Cost are higher than the costs received partially because portions of this phase are being constructed in conjunction with the S Lake Dr Water Main project (\$320,311) and the Phase 4 South project (\$163,350). However, once these costs are considered, the total cost for *Phase 5 South* is still below both the current Engineer's Opinion of Probable Construction Cost and the 2019 Master Plan Opinion of Probable Construction Cost.

While *Phase 5 North* is about 5.5% above the 2019 Master Plan Opinion of Probable Construction Cost, the phase as a whole is about \$450,000 under the 2019 Master Plan Opinion of Probable Construction Cost for Phase 5. Additionally, the binding cost estimate received from FPL for *Phase 5 South* is about \$360,000 below the 2019 Master Plan Opinion of Probable Construction Cost which increases the surplus for the total phase to over \$810,000. The FPL binding cost estimate for *Phase 5 North* has not yet been received.

Should you have any questions or comments, please do not hesitate to contact me at (561) 840-0820.

Sincerely,
KIMLEY-HORN AND ASSOCIATES, INC.

A handwritten signature in blue ink, appearing to read 'KS', is positioned above the printed name.

Kevin Schanen, P.E.
Sr. Vice President

Cc: File

K:\WPB_Civil\044063229 - Phase 5 Design\Phase 5 South\Bidding\2021_0729_BidReviewP5.docx



August 2, 2021

Dean Mealy, II CPPO
Town of Palm Beach – Purchasing Division
951 Old Okeechobee Road, Suite 'D'
West Palm Beach, FL 33401

RE: Town-Wide Undergrounding of Utilities Program – Construction Cost versus Master Plan Opinion of Probable Construction Cost Summary
KHA Job No. 044063229

Dear Dean,

This letter provides a summary of the construction cost proposals received since the Master Plan Opinion of Probable Construction Cost (OPC) was updated in 2019. In the time since the update, cost proposals have been received for five phase areas of the program: Phase 3 South, Phase 4 North, Phase 4 South, Phase 5 North, and Phase 5 South. A summary table of the cost proposals versus the Master Plan OPC is provided below:

Phase Area	Construction Cost Proposal	Master Plan OPC	Difference	% Difference
3S	\$8,029,384.83	\$7,710,000.00	\$319,384.83	+4.0%
4N	\$5,043,009.99	\$5,360,000.00	(\$316,990.01)	-6.3%
4S	\$8,803,506.00	\$6,400,000.00	\$2,403,506.00	+27.3%
5N	\$7,347,435.31	\$6,960,000.00	\$387,435.31	+5.3%
5S	\$8,102,327.89	\$8,940,000.00	(\$837,672.11)	-10.3%
Totals	\$37,325,664.02	\$35,370,000.00	\$1,955,664.02	+5.2%

As shown in the table above, while there is volatility in the individual phases, the overall construction costs for these five phases is within 5.2% of the updated, pre-pandemic Master Plan OPC. Additionally, it should be noted that Phase 4 North has seen a cost savings of over \$200,000 since approval of the Guaranteed Maximum Price for this phase through the elimination of the chicanes in this phase. This cost savings is not reflected in the above table, but if it was included the overall difference would drop below 5 percent. There is a similar opportunity for savings in both Phases 5 North and South should some or all of the planned chicanes be eliminated.

Should you have any questions or comments, please do not hesitate to contact me at (561) 840-0820.

Sincerely,
KIMLEY-HORN AND ASSOCIATES, INC.

A handwritten signature in blue ink, appearing to read 'K. Schanen', is positioned above the printed name.

Kevin Schanen, P.E.
Sr. Vice President

Cc: File

K:\WPB_Civil\044063229 - Phase 5 Design\Phase 5 South\Bidding\2021_0802_Cost Summary.docx

TOWN OF PALM BEACH

Information for Town Council Meeting on: August 10, 2021

TO: Mayor and Town Council

VIA: Kirk W. Blouin, Town Manager

VIA: Jane Le Clainche, CPA Finance Director

FROM: Dean Mealy, CPPO Town Purchasing Manager

RE: Resolution to Approve a Purchase Order to Kimley-Horn and Associates, Inc. for the Town-wide Undergrounding of Utilities Program, Phase 5 South Construction Phase Services in the Amount of \$334,159 and Establishing a Project Budget of \$384,159
Resolution No. 089-2021

DATE: July 27, 2021

STAFF RECOMMENDATION

Town staff recommends that Town Council approve Resolution No. 089-2021 approving a Purchase Order to Kimley-Horn and Associates, Inc. for the Town-wide Undergrounding of Utilities Program, Phase 5 South Construction Phase Services in the amount of \$334,159 and establishing a project budget of \$384,159.

GENERAL INFORMATION

Construction Phase Services provide the necessary engineering oversight of the construction to ensure the work is performed and completed according to design. These services not only include weekly site inspections, but also review of all invoices, review of request for change orders, review of shop drawings, testing reports, and other tasks associated with engineering interpretation of construction plans. Finally, these services review and approve as-built plans, along with substantial completion request, and final walk through of the construction project. These services provide Town staff with the necessary expertise and staffing to ensure that the final construction project meets the needs and standards of the Town.

PROCUREMENT METHODOLOGY

Town Purchasing secured the Kimley-Horn and Associates, Inc. proposal for Phase 5 South Construction which was vetted by Town staff.

FUNDING/FISCAL IMPACT

Funding for this award will be from the Underground Utility Fund.

PUBLIC WORKS REVIEW

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

TOWN ATTORNEY REVIEW

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

cc: Paul Brazil, P.E. Public Works Director
Patricia Strayer, P.E. Town Engineer

RESOLUTION NO. 089-2021

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING A PURCHASE ORDER TO KIMLEY-HORN AND ASSOCIATES, INC. FOR TOWN-WIDE OVERHEAD UTILITY UNDERGROUNDING PROJECT, PHASE 5 SOUTH CONSTRUCTION PHASE SERVICES IN THE AMOUNT OF \$334,159 AND ESTABLISHING A PROJECT BUDGET OF \$384,159.

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

Section 1. The Town Council of the Town of Palm Beach hereby approves Resolution No. 089-2021, approving a purchase order to Kimley-Horn and Associates, Inc., for the Town-wide Overhead Utilities Undergrounding Project, Phase 5 South, Construction Phase Services in the amount of \$334,159 and establishing a project budget of \$384,159.

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

PASSED AND ADOPTED in a regular, adjourned session of the Town Council of the Town of Palm Beach assembled this 10th day of August, 2021.

Danielle H. Moore, Mayor

ATTEST:

Queenester Nieves, CMC, Town Clerk

July 21, 2021

Dean Mealy, II CPPO
Town of Palm Beach – Purchasing Division
951 Okeechobee Road, Suite 'D'
West Palm Beach, FL 33401

RE: *Town-Wide Undergrounding of Utilities Program: Phase 5 South Construction Phase Services*

Dear Dean,

The Kimley-Horn and Associates, Inc. team (Kimley-Horn) is pleased to submit this proposal to the Town of Palm Beach ("TOWN") for providing engineering services related to the Phase 5 South construction phase for the Town-wide Undergrounding of Utilities Program. Our project understanding, scope of services, schedule, and fee follow.

Project Understanding

The design phase of Phase 5 South is nearing completion and bids for the project have been received by the Town. The Town has requested that Kimley-Horn perform construction phase engineering services to support the Town during the construction of the undergrounding.

It is understood that work is anticipated to begin in September 2021. This sub-phase is located between Peruvian Avenue and Royal Palm Way, predominantly west of Hibiscus and Coconut Avenues, and then between Royal Palm Way and Seaspray Avenue.

It is understood that FPL, AT&T, and Comcast all have facilities on utility poles to varying degrees. These poles are generally located in rear-lot easements or in the public right-of-way. New underground infrastructure will be installed within the road rights-of-way and in new front-lot easements. Once the new facilities have been installed, activated, and the services cut over, the rear-lot poles and wires will be removed.

Based on this understanding, our detailed scope of services is provided below.

Scope of Services

Kimley-Horn will perform the following services during construction. A more detailed description of each of the bulleted services follows later in this proposal.

- Pre-Construction Meeting attendance
- Bi-weekly progress meeting attendance for the 24-month construction duration (up to 52 meetings)
- Utility coordination meeting attendance (FPL, ATT, Comcast, FPU) during the construction duration (up to 8 meetings)

- Visits to the site including field reports and photographs (approximately 2-3 times per week during conduit/equipment installation and 1-2 times per week during demolition, up to 234 visits)
- Recommendations with Respect to Defective Work
- Clarifications and interpretations
- Change order review
- Shop drawing review / review of proposed substitutions
- Review of testing lab reports
- Payment application review (up to 24 applications)
- Substantial completion walk-through and punch list development
- Final acceptance walk-through and applicable permit certifications
- Record drawing review

The following is a more detailed description of the services that will be performed.

Pre-Construction Conference. Kimley-Horn will attend a Pre-Construction Conference prior to commencement of Work at the Site.

Visits to Site and Observation of Construction. Kimley-Horn will make the limited number of visits as described above in order to observe the progress of the Work. Such visits and observations by Kimley-Horn are not intended to be exhaustive or to extend to every aspect of Contractor's work. Observations are to be limited to spot checking, selective measurement, and similar methods of general observation. Based on information obtained during such visits, 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.

Kimley-Horn shall not, during such visits or as a result of such observations, supervise, direct, or have control over Contractor's work, nor shall Kimley-Horn 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 applicable laws and regulations. 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.

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.

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 the Town 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.

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 Town 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 Contractor be paid. Such recommendations will be based on Kimley-Horn's knowledge, information and belief, and will state whether in Kimley-Horn's opinion Contractor's work has progressed to the point indicated, 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. Kimley-Horn's recommendations will not be a representation that its observations to check Contractor's work have been exhaustive, extended to every aspect of Contractor's work, or involved detailed inspections.

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. We will also review conduit and equipment placement record drawings submitted by the contractor for FPL, AT&T, and Comcast facilities prior to submission of such record drawings to those respective utility owners. Comments will be provided to the contractor prior to submission to the utility owners. 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 with the Town 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 shall 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. If the work is found to be in general accordance with the Contract Documents, Kimley-Horn will also prepare and submit applicable permit certifications for those permits that were issued for the project.

Additional Services

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

Information and Services Provided by the Town

The following information and services shall be provided to Kimley-Horn by the Town:

- Access to the project area

Schedule

Kimley-Horn will perform the scope of services above as expeditiously as practical to meet a mutually agreed upon schedule. It is anticipated that services will begin in September 2021. Construction is expected to be complete in August 2023 per the Construction Manager's proposed schedule. Fees for engineering services are based on these durations. Services performed beyond these durations will be considered additional services.

Fee and Billing

Kimley-Horn will perform the scope of services, excluding meetings, for the total lump sum fees listed below. All permitting, application, and similar project fees will be paid directly by the Client. Lump sum fee will be invoiced monthly based upon the overall percentage of services performed.

Construction Phase Services	\$289,482
-----------------------------	-----------

Kimley-Horn will attend meetings on a labor fee plus expense basis with the estimated labor and expense fees shown below. Kimley-Horn will not exceed the total maximum labor and expense fee shown without authorization from the Client.

Meeting Attendance [Construction Phase]	\$ 44,677
---	-----------

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 Master Professional Services Agreement between the Town of Palm Beach and Kimley-Horn and Associates, Inc., Professional Engineering Services for the Town-Wide Undergrounding of Utilities Program RFQ No. 2016-07, 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,
KIMLEY-HORN AND ASSOCIATES, INC.

A handwritten signature in blue ink, appearing to read 'KS', is positioned above the typed name of the signatory.

By: Kevin Schanen, P.E.
Senior Vice President

TOWN OF PALM BEACH

Information for Town Council Meeting on: August 10, 2021

TO: Mayor and Town Council

VIA: Kirk W. Blouin, Town Manager

VIA: Jane Le Clainche, CPA Finance Director

FROM: Dean Mealy, CPPO Town Purchasing Manager

RE: Resolution to Approve a Purchase Order to Kimley-Horn and Associates, Inc. for the Town-wide Undergrounding of Utilities Program, Phase 5 North Construction Phase Services in the Amount of \$334,157, and Establishing a Project Budget of \$384,157
Resolution No. 090-2021

DATE: July 27, 2021

STAFF RECOMMENDATION

Town staff recommends that Town Council approve Resolution No. 090-2021 approving a Purchase Order to Kimley-Horn and Associates, Inc. for the Town-wide Undergrounding of Utilities Program, Phase 5 North Construction Phase Services in the amount of \$334,157 and establishing a project budget of \$384,157.

GENERAL INFORMATION

Construction Phase Services provide the necessary engineering oversight of the construction to ensure the work is performed and completed according to design. These services not only include weekly site inspections, but also review of all invoices, review of request for change orders, review of shop drawings, testing reports, and other tasks associated with engineering interpretation of construction plans. Finally, these services review and approve as-built plans, along with substantial completion request, and final walk through of the construction project. These services provide Town staff with the necessary expertise and staffing to ensure that the final construction project meets the needs and standards of the Town.

PROCUREMENT METHODOLOGY

Town Purchasing secured the Kimley-Horn and Associates, Inc. proposal for Phase 5 North Construction which was vetted by Town staff.

FUNDING/FISCAL IMPACT

Funding for this award will be from the Underground Utility Fund.

PUBLIC WORKS REVIEW

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

TOWN ATTORNEY REVIEW

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

cc: Paul Brazil, P.E. Public Works Director
Patricia Strayer, P.E. Town Engineer

RESOLUTION NO. 090-2021

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING A PURCHASE ORDER TO KIMLEY-HORN AND ASSOCIATES, INC. FOR THE TOWN-WIDE OVERHEAD UTILITY UNDERGROUNDING PROJECT, PHASE 5 NORTH CONSTRUCTION PHASE SERVICES IN THE AMOUNT OF \$334,157 AND ESTABLISHING A PROJECT BUDGET OF \$384,157.

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

Section 1. The Town Council of the Town of Palm Beach hereby approves Resolution No. 090-2021, approving a purchase order to Kimley-Horn and Associates, Inc., for Town-wide Overhead Utility Undergrounding Project, Phase 5 North, Construction Phase Services in the amount of \$334,157 and establishing a project budget of \$384,157.

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

PASSED AND ADOPTED in a regular, adjourned session of the Town Council of the Town of Palm Beach assembled this 10th day of August, 2021.

Danielle H. Moore, Mayor

ATTEST:

Queenester Nieves, CMC, Town Clerk

July 21, 2021

Dean Mealy, II CPPO
Town of Palm Beach – Purchasing Division
951 Okeechobee Road, Suite 'D'
West Palm Beach, FL 33401

RE: *Town-Wide Undergrounding of Utilities Program: Phase 5 North Construction Phase Services*

Dear Dean,

The Kimley-Horn and Associates, Inc. team (Kimley-Horn) is pleased to submit this proposal to the Town of Palm Beach ("TOWN") for providing engineering services related to the Phase 5 North construction phase for the Town-wide Undergrounding of Utilities Program. Our project understanding, scope of services, schedule, and fee follow.

Project Understanding

The design phase of Phase 5 North is nearing completion and bids for the project have been received by the Town. The Town has requested that Kimley-Horn perform construction phase engineering services to support the Town during the construction of the undergrounding.

It is understood that work is anticipated to begin in September 2021. This sub-phase is located between Country Club Road and Plantation Road.

It is understood that FPL, AT&T, and Comcast all have facilities on utility poles to varying degrees. These poles are generally located in rear-lot easements or in the public right-of-way. New underground infrastructure will be installed within the road rights-of-way and in new front-lot easements. Once the new facilities have been installed, activated, and the services cut over, the rear-lot poles and wires will be removed.

Based on this understanding, our detailed scope of services is provided below.

Scope of Services

Kimley-Horn will perform the following services during construction. A more detailed description of each of the bulleted services follows later in this proposal.

- Pre-Construction Meeting attendance
- Bi-weekly progress meeting attendance for the 18-month construction duration (up to 39 meetings)
- Utility coordination meeting attendance (FPL, ATT, Comcast, FPU) during the construction duration (up to 4 meetings)
- Visits to the site including field reports and photographs (approximately 2-3 times per week during conduit/equipment installation and 1-2 times per week during demolition, up to 169 visits)

- Recommendations with Respect to Defective Work
- Clarifications and interpretations
- Change order review
- Shop drawing review / review of proposed substitutions
- Review of testing lab reports
- Payment application review (up to 18 applications)
- Substantial completion walk-through and punch list development
- Final acceptance walk-through / close-out documentation
- Record drawing review

The following is a more detailed description of the services that will be performed.

Pre-Construction Conference. Kimley-Horn will attend a Pre-Construction Conference prior to commencement of Work at the Site.

Visits to Site and Observation of Construction. Kimley-Horn will make the limited number of visits as described above in order to observe the progress of the Work. Such visits and observations by Kimley-Horn are not intended to be exhaustive or to extend to every aspect of Contractor's work. Observations are to be limited to spot checking, selective measurement, and similar methods of general observation. Based on information obtained during such visits, 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.

Kimley-Horn shall not, during such visits or as a result of such observations, supervise, direct, or have control over Contractor's work, nor shall Kimley-Horn 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 applicable laws and regulations. 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.

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.

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 the Town 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.

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 Town 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 Contractor be paid. Such recommendations will be based on Kimley-Horn's knowledge, information and belief, and will state whether in Kimley-Horn's opinion Contractor's work has progressed to the point indicated, 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. Kimley-Horn's recommendations will not be a representation that its observations to check Contractor's work have been exhaustive, extended to every aspect of Contractor's work, or involved detailed inspections.

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. We will also review conduit and equipment placement record drawings submitted by the contractor for FPL, AT&T, and Comcast facilities prior to submission of such record drawings to those respective utility owners. Comments will be provided to the contractor prior to submission to the utility owners. 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 with the Town 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 shall 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. If the work is found to be in general accordance with the Contract Documents, Kimley-Horn will also prepare and submit applicable permit certifications for those permits that were issued for the project.

Additional Services

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

Information and Services Provided by the Town

The following information and services shall be provided to Kimley-Horn by the Town:

- Access to the project area

Schedule

Kimley-Horn will perform the scope of services above as expeditiously as practical to meet a mutually agreed upon schedule. It is anticipated that services will begin in September 2021. Construction is expected to be complete in February 2023 per the Construction Manager's proposed schedule. Fees for engineering services are based on these durations. Services performed beyond these durations will be considered additional services.

Fee and Billing

Kimley-Horn will perform the scope of services, excluding meetings, for the total lump sum fees listed below. All permitting, application, and similar project fees will be paid directly by the Client. Lump sum fee will be invoiced monthly based upon the overall percentage of services performed.

Construction Phase Services	\$285,971
-----------------------------	-----------

Kimley-Horn will attend meetings on a labor fee plus expense basis with the estimated labor and expense fees shown below. Kimley-Horn will not exceed the total maximum labor and expense fee shown without authorization from the Client.

Meeting Attendance [Construction Phase]	\$ 48,176
---	-----------

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 Master Professional Services Agreement between the Town of Palm Beach and Kimley-Horn and Associates, Inc., Professional Engineering Services for the Town-Wide Undergrounding of Utilities Program RFQ No. 2016-07, 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,
KIMLEY-HORN AND ASSOCIATES, INC.

A handwritten signature in blue ink, appearing to read 'KS', is positioned above the typed name of the signatory.

By: Kevin Schanen, P.E.
Senior Vice President

TOWN OF PALM BEACH

Information for Town Council Meeting on: August 10, 2021

TO: Mayor and Town Council

VIA: Kirk W. Blouin, Town Manager

VIA: Jane Le Clainche, CPA Finance Director

FROM: Dean Mealy, CPPO Town Purchasing Manager

RE: Resolution to Approve the Award of a Purchase Order to Burkhardt Construction, Inc. for Construction Management Services for Phase 5 North and South in the Amount of \$1,919,800 and Establish a Project Budget of \$2,158,800
Resolution No. 091-2021

DATE: July 29, 2021

STAFF RECOMMENDATION

Town staff recommends that Town Council approve Resolution No. 091-2021 awarding of a purchase order to Burkhardt Construction, Inc. for Construction Management Services for Phase 5 North and South in the amount of \$1,919,800, and establishing a project budget of \$2,158,800.

GENERAL INFORMATION

Phase 5 North and South were awarded funding through the Hazard Mitigation Grant Program by the Florida Division of Emergency Management (FDEM) and the Federal Emergency Management Agency (FEMA) in the amount of approximately \$8.5 million. This grant is based on a percentage of the overall construction cost and is reimbursable based on following the federal requirements for construction contracts. Working with FDEM, Town staff confirmed that the standard Construction Management at Risk contracting that has been used for all previous phases would not meet the required contracting procedures to receive the grant reimbursements. Therefore, the Town advertised for a Construction Manager for Phase 5 North and South which included the expertise of a FEMA Grants Coordinator. The initial scope of work was issued in November 2020 and was extremely valuable in ensuring that the Town is meeting the FEMA requirements for the advertising and award of the Phase 5 North and South construction contracts. This award provides the staffing and management to keep the construction on budget and on schedule. This contract also provides the FEMA expertise to assist the Town in receiving the maximum reimbursement through the FEMA grant.

PROCUREMENT METHODOLOGY

Town Purchasing issued RFQ No. 2020-20 for Construction Manager (CM) for Town-wide Overhead Utility Undergrounding Phase 5, North and South on June 26, 2020.

Town Purchasing sent twenty-three (23) email invitations to potential contractors. In addition, the RFQ was broadcast to 321 potential contractors.

Three (3) contractors reviewed the RFQ through the Town's online e-bidding platform. Only Burkhardt Construction, Inc. responded to the RFQ.

FUNDING/FISCAL IMPACT

Funding for this award will be from the Underground Utility Fund.

PUBLIC WORKS REVIEW

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

TOWN ATTORNEY REVIEW

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

cc: Paul Brazil, P.E. Public Works Director
Patricia Strayer, P.E., Town Engineer

RESOLUTION NO. 091-2021

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF
PALM BEACH, PALM BEACH COUNTY, FLORIDA,
APPROVING THE AWARD OF A PURCHASE ORDER TO
BURKHARDT CONSTRUCTION, INC. FOR CONSTRUCTION
MANAGEMENT SERVICES FOR PHASE 5 NORTH AND
SOUTH IN THE AMOUNT OF \$1,919,800 AND ESTABLISHING
A PROJECT BUDGET OF \$2,158,800.**

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

Section 1. The Town Council of the Town of Palm Beach hereby approves Resolution No. 091-2021, approving the Award of a Purchase Order to Burkhardt Construction, Inc. for Construction Management Services for Phase 5 North and South in the amount of \$1,919,800 and establishing a project budget of \$2,158,800.

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

PASSED AND ADOPTED in a regular, adjourned session of the Town Council of the Town of Palm Beach assembled this 10th day of August, 2021.

Danielle H. Moore, Mayor

ATTEST:

Queenester Nieves, CMC, Town Clerk

Vincent G. Burkhardt
President



July 14, 2021; Rev. 7/27/21

Town of Palm Beach
Public Works/Engineering Department
Attn: Ms. Patricia Strayer, P.E., Town Engineer
951 Old Okeechobee Road, Ste. "A"
West Palm Beach, FL 33401

**RE: Phase 5 – North and South – Townwide Overhead Utility Undergrounding
Construction Manager - Construction Phase Services Proposal**

Dear Ms. Strayer:

Burkhardt Construction, Inc. (BCI), acting as your Construction Manager (CM) is pleased to provide this proposal to the Town of Palm Beach (Owner) for Construction Phase Services for the Phase 5 North and South – Townwide Overhead Utility Undergrounding.

The scope of the construction management in Phase 5 includes overseeing all work, management and supervision of the Town's Construction Contractor(s) to fully complete the construction of an overhead to underground utility conversion project consisting of existing overhead electric, telephone, and cable TV utilities within the Town of Palm Beach. The work will also include management of site restoration, utility adjustments, and coordination of FPL installed LED light poles.

Florida Public Utilities (FPU) will be performing gas main improvements within the limits of these phases during the undergrounding project. The CM will coordinate their efforts with FPU during construction.

LaConte Engineering (LE) will provide Grant Administration and Consulting services as a specialty consultant to BCI. LE, working as the FEMA Grant Administrator for BCI, will assist the CM, Design Team and the TOPB in successfully accomplishing a 100% reimbursement of the FEMA share of all construction for Phase 5. LE will track all FEMA requirements, submit all FEMA reports and paperwork for reimbursement to administer the HMGP grant and allow reimbursement of all eligible construction activities.

The CM will manage the work performed by the competitively selected installation Contractor(s) as well as coordinate the schedules and installation activities of the utility owners (FPL, AT&T, and Comcast). The CM will monitor the progress and schedule of the work being performed. The CM will oversee the work area to ensure the Town's Construction Contractor(s) complete final restoration of private property areas impacted by the demolition of the existing overhead system upon final completion. The CM will also manage the Town's Construction Contractor(s) to ensure local traffic is maintained in accordance with the Transportation Management Plan guidelines developed for this project. Specific Maintenance of Traffic Plans will be required by the Town's Construction Contractor(s) and reviewed by the CM. The CM will conduct regular progress meetings (every two weeks) to coordinate activities and provide general updates of the work progress. The CM will communicate and coordinate with impacted property owners. Monthly community meetings will be hosted by the CM to keep the community informed of the work progress.

SCOPE OF SERVICES:

The CM shall function in the role as primary oversight and management of construction providing all necessary services including but not limited to the following:

- a) Prepare an overall Construction Management Plan for the project, including a procurement plan with a recommended procurement schedule to coordinate and expedite the procurement of materials and equipment by selected contractor(s).
- b) Provide oversight of the construction site and provide for the administration and supervision of the project and all contractor(s) activities.
- c) In collaboration with Construction Contractor(s) establish and maintain the construction schedule including identifying variances, delays or early completion of tasks, and the maintenance of the schedule.
- d) Develop a system for cost control.
- e) Develop and manage the pay application and change order process of Construction Contractor(s), including coordination with the Design Team and Town personnel.
- f) Provide continuous monitoring and observation of work to determine progress and conformance with design documents documenting same.
- g) Schedule and coordinate all required testing with appropriate disciplines.

- h) Maintain written project progress records and provide written reports of project progress and status at least once a month relating to budget, progress payments, change orders, performance of Construction Contractor(s) and schedule adherence.
- i) Participate in meetings on the project with the Town, Construction Contractor(s) and design staff or public individuals or groups as may be directed by the Town's project manager. Prepare project meeting agenda(s) and distribute meeting notes.
- j) Work in cooperation with the Town's public outreach professionals in keeping those in the work zone informed of construction activities including specific coordination with property owners when work is to occur on private property or when any interruptions in utility service are anticipated.
- k) Develop a plan, coordinate and assist in the start-up testing and certification of any building systems and equipment, replaced and/or affected by the construction.
- l) Provide project close out coordination.
- m) Provide Certificate of Completion and all documents of record to Town staff and/or consultants for archiving.
- n) Provide all other services generally provided by Construction Manager on a project of like magnitude, scope, use, and complexity.
- o) Keep written minutes of all meetings, decisions and discussions pertaining to this project and submit copies of same to the Town and/or Town designees for archiving.
- p) Coordinate the activities and required field work of the electric, cable, telephone and/or other communications service providers as required to facilitate the project.
- q) Coordinate with third party entities which are not under the control of this project, but may be performing work within the project boundaries, such as Florida Public Utilities and private homeowners.
- r) Work in collaboration with LaConte Engineering – FEMA Grant Administrator

FEMA GRANT ADMINISTRATOR SCOPE OF SERVICES:

LaConte Engineering (LE) will provide Grant Administration and Consulting services as a specialty consultant to BCI. As the FEMA Grant Administrator, LE will provide the following services:

1. Attend bi-weekly project progress meetings.
2. LE will review the construction contract, forms and sub-contractor documentation required by the Terms & Conditions to validate compliance with the HMGP grant requirements.
3. LE will obtain, review, and record contractor documentation as required by the construction contract and the HMGP grant throughout the construction phase.
4. LE will also assist in the preparation of additional documentation, and coordinate with FDEM and FEMA as may be needed to comply with the HMGP grant requirements as follows:
 - a. Monitor 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" for compliance.
 - b. Provide guidance relating to HMGP compliance and FDEM coordination during construction as follows:
 - c. We ensure that any procurement involving funds authorized by the HMGP grant agreement complies with all applicable federal and state laws and regulations, to include 2 C.F.R. 200.318 through 200.326 as well as Appendix II to 2 C.F.R. Part 200 (entitled "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards").
 - d. As required by 2 C.F.R. 200.318(i), we will support the TOPB to "maintain records sufficient to detail the history of procurement. These records will include but are not limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price."
 - e. Except for procurements by micro-purchases pursuant to 2 C.F.R. 200.320(a) or procurements by small purchase procedures pursuant to 2 C.F.R. 200.320(b), if the TOPB chooses to subcontract any of the work required under the HMGP grant agreement, then we will forward a copy of any solicitation (whether competitive or non-competitive) to FDEM at least fifteen (15) days prior to the publication or communication of the solicitation. The solicitation shall be reviewed by FDEM and comments, if any, will be provided within three (3) business days. Consistent with 2 C.F.R. 200.324, FDEM will review the solicitation for compliance with the procurement standards outlined in 2 C.F.R. 200.318 through 200.326 as well as Appendix II to 2 C.F.R. Part 200. Consistent with 2 C.F.R. 200.318(k), FDEM will not substitute its judgment for that of the TOPB. While the TOPB does not need the approval of FDEM to publish a

competitive solicitation, this review may allow FDEM to identify deficiencies in the vendor requirements or in the commodity or service specifications. FDEM's review and comments shall not constitute an approval of the solicitation. Regardless of the FDEM's review, the TOPB remains bound by all applicable laws, regulations, and the HMGP grant agreement terms. If during its review FDEM identifies any deficiencies, then FDEM shall communicate those deficiencies as quickly as possible within the three (3) business day window outlined above. If a competitive solicitation is published after receiving comments from FDEM that the solicitation is deficient, then FDEM may:

- Terminate the HMGP grant agreement in accordance with the provisions outlined in paragraph (17) above; and,
 - Refuse to reimburse the TOPB for any costs associated with that solicitation.
- f. Except for procurements by micro-purchases pursuant to 2 C.F.R. 200.320(a) or procurements by small purchase procedures pursuant to 2 C.F.R. 200.320(b), if the TOPB chooses to subcontract any of the work required under the HMGP grant agreement, then we will forward FDEM a copy of any contemplated contract prior to contract execution. FDEM shall review the unexecuted contract and provide comments, if any, within three (3) business days. Consistent with 2 C.F.R. 200.324, FDEM will review the unexecuted contract for compliance with the procurement standards outlined in 2 C.F.R. 200.318 through 200.326 as well as Appendix II to 2 C.F.R. Part 200. Consistent with 2 C.F.R. 200.318(k), FDEM will not substitute its judgment for that of the TOPB. While the TOPB does not need FDEM approval to execute a subcontract, this review may allow FDEM to identify deficiencies in the terms and conditions of the subcontract as well as deficiencies in the procurement process that led to the subcontract. FDEM's review and comments shall not constitute an approval of the subcontract. Regardless of FDEM's review, the TOPB remains bound by all applicable laws, regulations, and the HMGP grant agreement terms. If during its review FDEM identifies any deficiencies, then FDEM shall communicate those deficiencies as quickly as possible within the three (3) business day window outlined above. If a subcontract is executed after receiving a communication from FDEM that the subcontract is non-compliant, then FDEM may:
- Terminate the HMGP grant agreement in accordance with the provisions outlined in paragraph (17) above; and,
 - Refuse to reimburse the TOPB for any costs associated with that subcontract.
- g. We will review the subcontract to confirm that (i) the subcontractor is bound by the terms of the HMGP grant agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold FDEM and TOPB harmless against all claims of whatever nature arising out of the subcontractor's performance of work

- under the HMGP grant agreement, to the extent allowed and required by law.
- h. As required by 2 C.F.R. 200.318(c)(1), We will advise the TOPB to "maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts."
 - i. As required by 2 C.F.R. 200.319(a), We will advise the TOPB to conduct any procurement under the HMGP grant agreement "in a manner providing full and open competition." Accordingly, the TOPB shall not:
 - Place unreasonable requirements on firms for them to qualify to do business;
 - Require unnecessary experience or excessive bonding;
 - Use noncompetitive pricing practices between firms or between affiliated companies;
 - Execute noncompetitive contracts to consultants that are on retainer contracts;
 - Authorize, condone, or ignore organizational conflicts of interest;
 - Specify only a brand name product without allowing vendors to offer an equivalent;
 - Specify a brand name product instead of describing the performance, specifications, or other relevant requirements that pertain to the commodity or service solicited by the procurement;
 - Engage in any arbitrary action during the procurement process; or,
 - Allow a vendor to bid on a contract if that bidder was involved with developing or drafting the specifications, requirements, statement of work, invitation to bid, or request for proposals.
 - j. "Except in those cases where applicable Federal statutes expressly mandate or encourage" otherwise, as required by 2 C.F.R. 200.319(b), we cannot use a geographic preference when procuring commodities or services under the HMGP grant agreement.
 - k. We will review and advise to assure that any procurement involving invitations to bid (i.e., sealed bids) is in accordance with 2 C.F.R. 200.320(c) as well as section 287.057(1)(a), Florida Statutes.
 - l. We will review and advise to assure that any procurement involving requests for proposals (i.e., competitive proposals) is in accordance with 2 C.F.R. 200.320(d) as well as section 287.057(1)(b), Florida Statutes.
 - m. For each subcontract, we will provide a written statement to FDEM as to whether that subcontractor is a minority business enterprise, as defined in Section 288.703, Florida Statutes. Additionally, the TOPB shall comply with the requirements of 2 C.F.R. 200.321 ("Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms").
5. LE will also specifically coordinate with FDEM and FEMA, as needed, to comply with the HMGP grant requirements and maintain reimbursement eligibility on the following:

- a) Review, revise, and forward the certifications regarding debarment, suspension, ineligibility, and voluntary exclusion to FDEM, and assist in getting them completed by bidders.
 - b) Review and recommend revisions, as needed, and submit bid tabulations to FDEM.
 - c) Review and provide guidance in the TOPB's contractor selection process, including coordination and meetings, as needed.
 - d) Provide recommendations and forward the notice to proceed and purchase order(s) to FDEM.
 - e) Provide consultation as needed and submit signed contracts to FDEM for HMGP grant reimbursement record.
 - f) Review and recommendations on cost and increases from the HMGP grant agreement and coordinate with FDEM and FEMA.
 - g) Provide consultation and coordination with FDEM and FEMA on eligibility for possible additional grant funding/increases.
 - h) Attend meetings, participate in phone calls, and email correspondence with FDEM and FEMA to address the TOPB requirements and responsibilities as specified in the HMGP grant agreement and promote project cost reimbursements.
6. LE will obtain and review the project status in order to prepare the required Quarterly Reports, as well as Milestones and Activities reports to demonstrate/report project progress and compliance with the HMGP grant. LE will also monitor project modifications, including those due to unanticipated construction issues as well as those resulting from the compliance review.
7. LE will request, obtain, review all invoices, and proof of payment documentation and prepare quarterly requests for reimbursement (RFR) concurrent with the submission of quarterly reports.
8. LE will consult with BCI in the preparation and submittal of the Final Construction Management Plan to the TOPB after the construction services phase of the project. LE will review the draft Final Construction Management Plan to ensure it is in accordance with the HMGP guidelines and provide recommendations for issues of concern.

Please see attached Exhibit "A" for breakdown of our general conditions, management fees and related costs associated with performing the services described.

We have attached our current hourly rates for your use should additional services be requested.

Thank you for the opportunity to submit this proposal. If you have any questions on this proposal, please contact us at (561) 659-1400.

Submitted By:
Construction Manager

Burkhardt Construction, Inc.



Marc R. Kleisley Title: Vice President

Accepted by:
Owner

Town of Palm Beach

By: _____
Printed Name

Title: _____

Date: _____

Upon your acceptance of this letter agreement Burkhardt Construction, Inc. shall begin work immediately. Please return one original for our files.

Hourly Rates For Additional Requested Services

<u>Name</u>	<u>Position</u>	<u>Rate</u>
Vincent G. Burkhardt	President/Proj. Principal	\$300.00
Sharon H. Burkhardt	Secretary/C.P.A.	\$200.00
Marc R. Kleisley	Vice President/Proj. Principal	\$175.00
Anthony Sabatino	Senior Project Manager	\$150.00
Bill Zammit	Snr. Vertical Project Manager	\$150.00
Adam Rossmell	Project Manager	\$100.00
CJ Rhody	Project Manager	\$100.00
Brandon Rhodes	Project Manager	\$100.00
Kevin Brennen	Asst. Project Manager	\$ 75.00
Nicholas Fasulo	Asst. Project Manager	\$ 75.00
Ruben Almazan	Const. Field Mgr.	\$100.00
Karl T. Kaminski	Utilities Const. Field Mgr.	\$100.00
Lee VanPraag	Utilities Const. Field Mgr.	\$100.00
Michael Parsons	Utilities Const. Field Mgr.	\$100.00
Hemant Tank	Estimator/Cost Engineer	\$ 75.00
Diane Decker	Resident/Merchant Outreach	\$ 75.00
Sarah B. Hoadley	Accounting Manager/M.B.A.	\$ 90.00
Katy Pantaleon	Accounting	\$ 75.00
Brittany Darville	Admin. Ass't/Clerical	\$ 50.00

**Town of Palm Beach
Townwide Overhead Utility Undergrounding
Phase 5 North and South**

CONSTRUCTION MANAGEMENT PROPOSAL

From: **Burkhardt Construction, Inc.**
Attn: Marc Kleisley, Vice President
1400 Alabama Ave.
West Palm Beach, FL 33401
Ph: (561) 659-1400
Fax: (561) 659-1402

Owner: **Town Of Palm Beach**
Public Works & Engineering Dept
951 Old Okeechobee Road
West Palm Beach, FL 33401
Tel: (561) 838-5440
Fax: (561) 835-4691

Engineer: **Kimley-Horn & Associates, Inc.**
Attn: Kevin Schanen, P.E.
1920 Wekiva Way, Suite 200
West Palm Beach, FL. 33411
Ph: (561) 845-0665
Fax: (561) 863-8175

Project: **Townwide Overhead Utility Undergrounding - Phase 5 North and South**

Plans: Management Based on Plans / Specifications received 5/3/21
Complete Plan Log Attached

Location: Town of Palm Beach

Proposal Date: 7/14/2021; Rev. 7/27/21

General Conditions	\$ 135,901.20
Project Management - Phase 5 North and South	\$ 1,609,342.50
Profit	\$ 174,556.30
Phase 5 North and South Guaranteed not to Exceed	\$ 1,919,800.00

**Town of Palm Beach
Townwide Overhead Utility Undergrounding
Phase 5 North and South**

GENERAL CONDITIONS

From: **Burkhardt Construction, Inc.**
Attn: Marc Kleisley, Vice President
1400 Alabama Ave.
West Palm Beach, FL 33401
Ph: (561) 659-1400
Fax: (561) 659-1402

Owner: **Town Of Palm Beach**
Public Works & Engineering Dept
951 Old Okeechobee Road
West Palm Beach, FL 33401
Tel: (561) 838-5440
Fax: (561) 835-4691

Engineer: **Kimley-Horn & Associates, Inc.**
Attn: Kevin Schanen, P.E.
1920 Wekiva Way, Suite 200
West Palm Beach, FL 33411
Ph: (561) 845-0665
Fax: (561) 863-8175

Project: **Townwide Overhead Utility Undergrounding - Phase 5 - North / South**

Plans: Management Based on Plans / Specifications received 5/3/21
Complete Plan Log Attached

Location: Town of Palm Beach

Proposal Date: 7/14/2021; Rev. 7/27/21

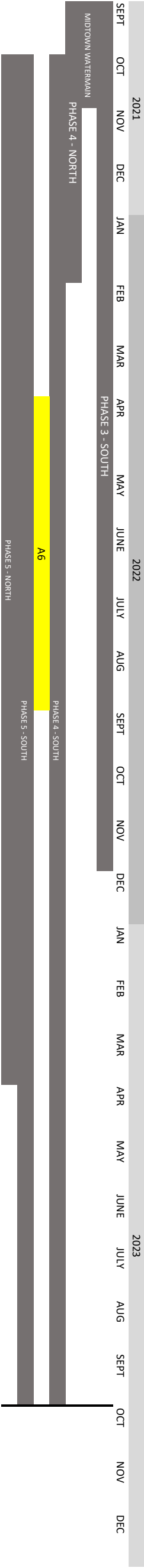
Item Description					Amount
BASED ON A 24 MONTH DURATION					
<i>MOBILIZATION (move-in, move-out)</i>					\$0.00
TRANSPORT	\$65.00 /	Hr	x	0	\$0.00
EQUIPMENT	\$35.00 /	Hr.	x	0	\$0.00

EXHIBIT "A"

PROJECT FIELD OFFICE						\$49,425.00
OFFICE	\$3,500.00 /	mo.	x	5		\$17,500.00
YARD	\$0.00 /	mo.	x	0		\$0.00
EMPLOYEE PARKING FEES	\$500.00 /	mo.	x	0		\$0.00
WORK PLATFORM FOR YARD	\$200.00 /	mo.	x	0		\$0.00
TEMPORARY FENCING FOR YARD	\$500.00 /	mo.	x	0		\$0.00
CONSTRUCTION YARD LIGHTING	\$0.00 /	mo.	x	0		\$0.00
OFFICE FURNISHINGS	\$500.00 /	mo.	x	5		\$2,500.00
COMPUTERS	\$300.00 /	mo.	x	5		\$1,500.00
PROCORE SOFTWARE	\$15,000.00 /	ls	x	1		\$15,000.00
COPY MACHINE	\$350.00 /	mo.	x	5		\$1,750.00
FAX MACHINE	\$100.00 /	mo.	x	0		\$0.00
INTERNET SERVICE	\$150.00 /	mo.	x	5		\$750.00
CELLULAR TELEPHONE	\$500.00 /	mo.	x	5		\$2,500.00
TELEPHONE	\$150.00 /	mo.	x	5		\$750.00
FEDERAL EXPRESS MAILINGS	\$100.00 /	mo.	x	0		\$0.00
POSTAGE	\$50.00 /	mo.	x	5		\$250.00
PHOTOGRAPHS						
AERIAL PHOTOS	\$110.00 /	mo.	x	0		\$0.00
JOB PHOTOS	\$50.00 /	wk	x	0		\$0.00
PRE-CONSTRUCTION VIDEO	/	ls	x	0		BY OTHERS
PLAN REPRODUCTION COST/PRINTING	\$200.00 /	set	x	5		\$1,000.00
OFFICE SUPPLIES	\$50.00 /	mo.	x	5		\$250.00
FIRST AID SUPPLIES	\$50.00 /	mo.	x	5		\$250.00
WATER SERVICE	\$35.00 /	mo.	x	5		\$175.00
SANITARY SERVICE	\$50.00 /	mo.	x	5		\$250.00
ELECTRIC SERVICE	\$200.00 /	mo.	x	5		\$1,000.00
GARBAGE SERVICE	\$25.00 /	mo.	x	5		\$125.00
CONSTRUCTION WATER	\$500.00 /	mo.	x	5		\$2,500.00
JOHN DEERE GATOR (1)	\$500.00 /	mo.	x	0		\$0.00
ICE	\$275.00 /	mo.	x	5		\$1,375.00
BONDS						\$0.00
GENERAL BOND	\$0.00		x	1.25%		NOT INCLUDED
PARTNERING INITIATIVES						\$0.00
NOTICES, LETTERS, INFORMATION MEETINGS						NIC
INSURANCE						\$36,476.20
GENERAL INSURANCE	\$1,919,800.00		x	1.90%		\$36,476.20
Commercial General Liability						
Comprehensive Automobile Liability						
Owner Indemnification						
Professional (Errors/Omissions) Liability						
Excess/Umbrella Liability						
ADD'L INSUREDS	\$100.00 /	ea.	x	0		\$0.00
ADDED INSURANCES						NOT INCLUDED
Railroad protective Liability Ins.						NOT INCLUDED
Builders Risk Insurance						NOT INCLUDED
Installation Floater						NOT INCLUDED
Flood Insurance						NOT INCLUDED
SUBCONTRACTORS' INSURANCE						NOT INCLUDED
SANITARY SERVICES						\$0.00
JOB TOILET (2 ea.)	\$0.00 /	mo.	x	24		BY OTHERS

EXHIBIT "A"

TESTING COSTS		\$50,000.00
DENSITIES		
PRESSURE	NOT INCLUDED	
PROCTORS		
BACTERIOLOGICAL	NOT INCLUDED	
CONCRETE CYLINDERS		
ENGINEERING & REPORTING		
TV'ING OF INSTALLED LINES	NOT INCLUDED	
FEES		\$0.00
TOPB BUILDING DEPT. PERMIT FEES/REVISION FEES		NONE ANTICIPATED
PERMIT SUBMISSION AND EXPEDITING		BY OTHERS
NPDES REPORTING		BY OTHERS
FDOT GENERAL USE PERMITS		BY OTHERS
DEWATERING PERMITS		BY OTHERS
RAILROAD PERMITS		BY OTHERS
PALM BEACH COUNTY PERMITS		BY OTHERS
CITY OF WEST PALM BEACH PERMITS		BY OTHERS
SURVEYING		\$0.00
LAYOUT & ASBUILTS		BY OTHERS
ALLOWANCE FOR RESTAKING & DRAFTING		BY OTHERS
SMALL HAND TOOLS/EQUIPMENT RENTAL		\$0.00
ALLOWANCE (GENERAL)		NIC
HANDLING, STORAGE, UN-LOADING OF OWNER DIRECT PURCHASE MATERIALS		NIC
GENERAL CONDITIONS TOTAL		\$135,901.20



From: **Burkhardt Construction, Inc.**
Attn: Marc Kleisley, Vice President
1400 Alabama Ave.
West Palm Beach, FL 33401
Ph: (561) 659-1400
Fax: (561) 659-1402

Owner: **Town Of Palm Beach**
Public Works & Engineering Dept
951 Old Okeechobee Road
West Palm Beach, FL 33401
Tel: (561) 838-5440
Fax: (561) 835-4691

Engineer: **Kimley-Horn & Associates, Inc.**
Attn: Kevin Schanen, P.E.
1920 Wekiva Way, Suite 200
West Palm Beach, FL. 33411
Ph: (561) 845-0665
Fax: (561) 863-8175

Project: **Townwide Overhead Utility Undergrounding - Phase 5 North and South**

Plans: Management Based on Plans / Specifications received 5/3/21
Complete Plan Log Attached

Location: Town of Palm Beach

Proposal Date: 7/14/2021; Rev. 7/27/21

[illegible]

Item Description	PHASE 5 NORTH						Rate/Hr.	Amount	
Based on a 18 month duration - Starting October 1, 2021									
Current thru October 2021	5 weeks								
November 2021 thru January 2022	13 weeks								
February 2022 thru November 2022	43 weeks								
December 2022 thru March 2023	<u>17 weeks</u>								
	78 weeks								
	thru Oct '21		Nov '21 thru Jan '22		Feb '22 thru Nov '22		Dec '22 thru March '23		
	Hrs./Week	Weeks	Hrs./Week	Weeks	Hrs./Week	Weeks	Hrs./Week	Weeks	
Project Principal	5	5	5	13	5	43	5	17	\$ 175.00 \$ 68,250.00
Senior Project Manager	10	5	10	13	0	43	0	17	\$ 150.00 \$ 27,000.00
Project Manager	0	5	0	13	0	43	0	17	\$ 100.00 \$ -
Assistant Project Manager	16	5	16	13	20	43	20	17	\$ 75.00 \$ 111,600.00
Superintendent/Construction Field Manager	8	5	8	13	32	43	40	17	\$ 100.00 \$ 220,000.00
Merchant/Resident Liaison	8	5	8	13	32	43	40	17	\$ 75.00 \$ 165,000.00
Project Accountant	5	5	5	13	5	43	5	17	\$ 90.00 \$ 35,100.00
Administrative Assistant	0	5	0	13	10	43	10	17	\$ 50.00 \$ 30,000.00
Field Office Clerk	0	5	0	13	0	43	0	17	\$ 50.00 \$ -
FEMA Grant Administrator									\$ 118,315.00
									\$ 775,265.00

Burkhardt Construction, Inc.
Attn: Marc Kleisly
1400 Alabama Avenue
West Palm Beach, Florida 33401

Revised July 26, 2021

**RE: Town of Palm Beach – Townwide Overhead Utility Undergrounding Program
Proposal for FEMA Grant Administrator – Construction Phase**

Scope of Work
FEMA Grant Administrator
Town of Palm Beach
Townwide Overhead Utility Undergrounding Program
Phase Five, North and South – Construction Phase

BACKGROUND

Burkhardt Construction, Inc. (BCI), has been selected as the Construction Manager (CM) by the Town of Palm Beach (TOPB) on this project to provide protective measures to the utility infrastructure in the Town of Palm Beach, Palm Beach County, Florida. This Phase Five, North and South project is approved for funding through the Hazard Mitigation Grant Program (HMGP) DR-4337-278-R, as approved by the Florida Division of Emergency Management (FDEM) and the Federal Emergency Management Agency (FEMA).

The HMGP project will bury overhead utility infrastructure, consisting of electrical, telephone, and cable communications in the north area of town that consists of properties between Country Club Road south to Southland Road and in the south area of town that consists of properties between South Lake Drive and Hibiscus Avenue, from Peruvian Avenue to Royal Palm Way, and the properties between the Intracoastal Waterway and the Atlantic Ocean, from Royal Palm Way to Seaspray Avenue, in the Town of Palm Beach, Florida, 33480.

The HMGP project scope of work proposes to remove existing utilities poles and overhead lines and place them underground. The TOPB is predominantly served with electric and communications services through a network of overhead wires mounted to an estimated 2,000 wood or concrete poles. There are approximately 37 pole-miles of overhead infrastructure within the Town limits.

The removal of utility poles and overhead lines provides increased survivability for windstorms and improved safety benefits by reducing the potential of hazardous conditions occurring in the event of natural disasters. Severe wind events can cause poles and/or overhead lines to fall and impact property and possibly cause live electric lines to be exposed. Downed electric lines and vegetation overgrowth onto electric lines pose a potential threat of property fire and injury due to electric shock and can restrict ingress and egress of residents and emergency services.

The project shall provide protection against 170 MPH winds, or the wind speed protection and impact requirements indicated by the effective Florida Building Code or any other applicable code at the time

permits are issued. Activities shall be in strict compliance with Federal, State and Local applicable Rules and Regulations.

This project is to underground FPL, ATT and Comcast lines and private services, and will include traffic control, demolition, grading, earthwork, landscaping and irrigation construction and property restoration.

As the CM, BCI shall function as an agent of the TOPB, to administer and complete the project per the scope of work as approved in the HMGP.

FEMA Grant Administrator – Construction Phase Services:

LaConte Engineering will provide Grant Administration and Consulting services as a specialty consultant to BCI the Construction Manager (CM). LaConte Engineering, working as the FEMA Grant Administrator for BCI, will assist the CM and the TOPB in successfully accomplishing a 100% reimbursement of the FEMA share of all construction for Phase 5. Therefore, LaConte Engineering will track all FEMA requirements, submit all FEMA reports and paperwork for reimbursement, to administer the HMGP grant and allow reimbursement of all eligible construction activities.

As the FEMA Grant Administrator, LaConte Engineering will provide Construction Phase Services as follows:

SCOPE OF SERVICES

Task 1 – Construction Progress Meetings:

LaConte Engineering will have 1 individual participate in both 1 in-person meeting and 1 remote project meeting per month, attended by BCI, TOPB, the Contractor, Design Professionals, and others as requested. It is anticipated that these meetings will be held at the TOPB office, Construction Site office or other location as designated by the TOPB.

LaConte Engineering will also participate in 2 public meetings and presentations as may be requested throughout the project duration. LaConte Engineering will provide record of public outreach to FDEM/FEMA to demonstrate compliance with the HMGP.

TASK 1 – Services provided over a 24-month period for a TOTAL ESTIMATED FEE \$28,230.00

Therefore, billing is anticipated to be approximately \$1,175 per month.

Task 2 – Contractor & Sub-Contractor Compliance:

LaConte Engineering will review the construction contract, forms and sub-contractor documentation required by the Terms & Conditions to validate compliance with the HMGP grant requirements.

LaConte Engineering will obtain, review, and record contractor documentation as required by the construction contract and the HMGP grant throughout the construction phase.

LaConte Engineering will also assist in the preparation of additional documentation, and coordinate with FDEM and FEMA as may be needed to comply with the HMGP grant requirements as follows:

- Monitor 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" for compliance.

- Provide guidance relating to HMGP compliance and FDEM coordination during construction as follows:
 - We ensure that any procurement involving funds authorized by the HMGP grant agreement complies with all applicable federal and state laws and regulations, to include 2 C.F.R. 200.318 through 200.326 as well as Appendix II to 2 C.F.R. Part 200 (entitled "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards").
 - As required by 2 C.F.R. 200.318(i), we will support the TOPB to "maintain records sufficient to detail the history of procurement. These records will include but are not limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price."
 - Except for procurements by micro-purchases pursuant to 2 C.F.R. 200.320(a) or procurements by small purchase procedures pursuant to 2 C.F.R. 200.320(b), if the TOPB chooses to subcontract any of the work required under the HMGP grant agreement, then we will forward a copy of any solicitation (whether competitive or non-competitive) to FDEM at least fifteen (15) days prior to the publication or communication of the solicitation. The solicitation shall be reviewed by FDEM and comments, if any, will be provided within three (3) business days. Consistent with 2 C.F.R. 200.324, FDEM will review the solicitation for compliance with the procurement standards outlined in 2 C.F.R. 200.318 through 200.326 as well as Appendix II to 2 C.F.R. Part 200. Consistent with 2 C.F.R. 200.318(k), FDEM will not substitute its judgment for that of the TOPB. While the TOPB does not need the approval of FDEM to publish a competitive solicitation, this review may allow FDEM to identify deficiencies in the vendor requirements or in the commodity or service specifications. FDEM's review and comments shall not constitute an approval of the solicitation. Regardless of the FDEM's review, the TOPB remains bound by all applicable laws, regulations, and the HMGP grant agreement terms. If during its review FDEM identifies any deficiencies, then FDEM shall communicate those deficiencies as quickly as possible within the three (3) business day window outlined above. If a competitive solicitation is published after receiving comments from FDEM that the solicitation is deficient, then FDEM may:
 - Terminate the HMGP grant agreement in accordance with the provisions outlined in paragraph (17) above; and,
 - Refuse to reimburse the TOPB for any costs associated with that solicitation.
 - Except for procurements by micro-purchases pursuant to 2 C.F.R. 200.320(a) or procurements by small purchase procedures pursuant to 2 C.F.R. 200.320(b), if the TOPB chooses to subcontract any of the work required under the HMGP grant agreement, then we will forward FDEM a copy of any contemplated contract prior to contract execution. FDEM shall review the unexecuted contract and provide comments, if any, within three (3) business days. Consistent with 2 C.F.R. 200.324, FDEM will review the unexecuted contract for compliance with the procurement standards outlined in 2 C.F.R. 200.318 through 200.326 as well as Appendix II to 2 C.F.R. Part 200. Consistent with 2 C.F.R. 200.318(k), FDEM will not substitute its judgment for that of the TOPB. While the TOPB

does not need FDEM approval to execute a subcontract, this review may allow FDEM to identify deficiencies in the terms and conditions of the subcontract as well as deficiencies in the procurement process that led to the subcontract. FDEM's review and comments shall not constitute an approval of the subcontract. Regardless of FDEM's review, the TOPB remains bound by all applicable laws, regulations, and the HMGP grant agreement terms. If during its review FDEM identifies any deficiencies, then FDEM shall communicate those deficiencies as quickly as possible within the three (3) business day window outlined above. If a subcontract is executed after receiving a communication from FDEM that the subcontract is non-compliant, then FDEM may:

- Terminate the HMGP grant agreement in accordance with the provisions outlined in paragraph (17) above; and,
- Refuse to reimburse the TOPB for any costs associated with that subcontract.
- We will review the subcontract to confirm that (i) the subcontractor is bound by the terms of the HMGP grant agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold FDEM and TOPB harmless against all claims of whatever nature arising out of the subcontractor's performance of work under the HMGP grant agreement, to the extent allowed and required by law.
- As required by 2 C.F.R. 200.318(c)(1), We will advise the TOPB to "maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts."
- As required by 2 C.F.R. 200.319(a), We will advise the TOPB to conduct any procurement under the HMGP grant agreement "in a manner providing full and open competition." Accordingly, the TOPB shall not:

- Place unreasonable requirements on firms for them to qualify to do business;
- Require unnecessary experience or excessive bonding;
- Use noncompetitive pricing practices between firms or between affiliated companies;
- Execute noncompetitive contracts to consultants that are on retainer contracts;
- Authorize, condone, or ignore organizational conflicts of interest;
- Specify only a brand name product without allowing vendors to offer an equivalent;
- Specify a brand name product instead of describing the performance, specifications, or other relevant requirements that pertain to the commodity or service solicited by the procurement;
- Engage in any arbitrary action during the procurement process; or,
- Allow a vendor to bid on a contract if that bidder was involved with developing or drafting the specifications, requirements, statement of work, invitation to bid, or request for proposals.

- "Except in those cases where applicable Federal statutes expressly mandate or encourage" otherwise, as required by 2 C.F.R. 200.319(b), we cannot use a geographic preference when procuring commodities or services under the HMGP grant agreement.
- We will review and advise to assure that any procurement involving invitations to bid (i.e., sealed bids) is in accordance with 2 C.F.R. 200.320(c) as well as section 287.057(1)(a), Florida Statutes.
- We will review and advise to assure that any procurement involving requests for proposals (i.e., competitive proposals) is in accordance with 2 C.F.R. 200.320(d) as well as section 287.057(1)(b), Florida Statutes.
- For each subcontract, we will provide a written statement to FDEM as to whether that subcontractor is a minority business enterprise, as defined in Section 288.703, Florida Statutes. Additionally, the TOPB shall comply with the requirements of 2 C.F.R. 200.321 ("Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms").

LaConte Engineering will also specifically coordinate with FDEM and FEMA, as needed, to comply with the HMGP grant requirements and maintain reimbursement eligibility on the following:

- Review, revise, and forward the certifications regarding debarment, suspension, ineligibility, and voluntary exclusion to FDEM, and assist in getting them completed by bidders.
- Review and recommend revisions, as needed, and submit bid tabulations to FDEM.
- Review and provide guidance in the TOPB's contractor selection process, including coordination and meetings, as needed.
- Provide recommendations and forward the notice to proceed and purchase order(s) to FDEM.
- Provide consultation as needed and submit signed contracts to FDEM for HMGP grant reimbursement record.
- Review and recommendations on cost and increases from the HMGP grant agreement and coordinate with FDEM and FEMA.
- Provide consultation and coordination with FDEM and FEMA on eligibility for possible additional grant funding/increases.
- Attend meetings, participate in phone calls, and email correspondence with FDEM and FEMA to address the TOPB requirements and responsibilities as specified in the HMGP grant agreement and promote project cost reimbursements.

TASK 2 – Services provided over a 24-month period for a TOTAL ESTIMATED FEE \$60,000.00

Therefore, billing is anticipated to be approximately \$2,500 per month.

Task 3 – Grant Reporting:

LaConte Engineering will obtain and review the project status in order to prepare the required Quarterly Reports, as well as Milestones and Activities reports to demonstrate/report project progress and compliance with the HMGP grant. LaConte Engineering will also monitor project

modifications, including those due to unanticipated construction issues as well as those resulting from the compliance review.

TASK 3 – Services provided over a 24-month period for a TOTAL ESTIMATED FEE \$56,200.00

Therefore, billing is anticipated to be approximately \$2,342 per month.

Task 4 – Requests for Reimbursement (RFR) Documentation:

LaConte Engineering will request, obtain, review all invoices, and proof of payment documentation and prepare quarterly requests for reimbursement (RFR) concurrent with the submission of quarterly reports.

TASK 4 – Services provided over a 24-month period for a TOTAL ESTIMATED FEE \$62,200.00

Therefore, billing is anticipated to be approximately \$2,592 per month.

Task 5 – Final Closeout Compliance:

LaConte Engineering will consult with BCI in the preparation and submittal of the Final Construction Management Plan to the TOPB after completion of the construction services phase of the project. LaConte Engineering will review the draft Final Construction Management Plan to ensure it is in accordance with the HMGP guidelines and provide recommendations for issues of concern.

TASK 5 – Services provided over the final 4-month period for a TOTAL ESTIMATED FEE \$30,000.00

Therefore, billing is anticipated to be approximately \$7,500 per month during this period.

TIME OF SERVICE

These services will begin upon acceptance as confirmed with the receipt of a signed proposal or issued PO. Services are anticipated to begin in August 2021 or during the TOPB selection of the project contractor and continue through construction completion scheduled for a duration of 24 months.

FEE SCHEDULE

These services will be provided for a TOTAL FEE NOT TO EXCEED \$236,630, based on the time required by the following positions for these services using our current hourly labor rates (Exhibit B attached):

<u>Position</u>	<u>Rate</u>	<u>Hours</u>	<u>Estimate</u>
Consultant/Program Manager	\$150	373	\$55,950.
Project Manager	\$125	800	\$100,000.
Project Analyst	\$110	488	\$53,680.
Operations Specialist	\$75	360	\$27,000.
			<u>\$236,630.</u>

All non-labor related project costs (including travel, lodging, and per diem) are included in the above fees.

Invoices shall be based on percentage complete of each task with the Total Fee as follows:

<u>FEMA Grant Administrator</u>	<u>Total NOT TO EXCEED</u>
Construction Phase Services	\$236,630

Respectfully submitted,



Patrick LaConte, PE CFM
LaConte Engineering

7/26/21
Date: _____

Exhibit B

FEE SCHEDULE

April 27, 2021

<u>POSITION</u>	<u>HOURLY RATE</u>
Principal/Consultant/Program Manager	\$150.00/hour
Project Manager / Senior Engineer/Planner/Analyst	\$125.00/hour
Project Engineer/Planner/Analyst	\$110.00/hour
Senior Specialist	\$110.00/hour
Project Designer/Specialist	\$100.00/hour
Estimator/Inspector/Technician	\$80.00/hour
Operations Manager/Specialist	\$75.00/hour
Engineer's Assistant	\$60.00/hour
Administrative Assistant	\$ 55.00/hour
<u>Supplemental</u>	
Expert Witness (4 hours minimum per appearance)	\$250.00/hour
Senior GIS Professional Public Adjuster	\$150.00/hour

Subconsultants – All sub-consultant project labor to be billed with 5% mark-up for administrative and insurance costs.

Non-labor Related Project Costs – Unless otherwise stated in the agreement, all non-labor related project costs (including travel, lodging, and per diem) to be billed at cost without mark-up. Travel, lodging, and per diem to be in accordance with Section 112.061, Florida Statutes.

General Conditions – The hourly labor rates include all applicable overhead and profit.

**Town of Palm Beach
Townwide Overhead Utility Undergrounding
Phase 5 North and South**

Exceptions & Clarifications - July 14, 2021

GENERAL

- 1 Scope of work is based on Bid Set Plans received 5/3/2021 for the Townwide Overhead Utility Undergrounding - Phase 5 North / South .Complete plan log is included with this submittal.
- 2 Guaranteed not to exceed pricing is based on a project start date of October 1, 2021. Project duration for Townwide Overhead Utility Undergrounding - Phase 5 North shall be 18 months from notice to proceed. Project duration for Townwide Overhead Utility Undergrounding - Phase 5 South shall be 24 months from notice to proceed.
- 3 Guaranteed not to exceed pricing is based on the Town's contractor(s) work being performed between the hours 8:00 AM and 6:00 PM Monday through Friday. December 1, 2021 through April 17, 2022 work hours are based on 9:00 AM to 5:00 PM Monday through Friday. From April 18, 2022 through November 30, 2022 Regularly work hours shall be from 8:00 AM to 6:00 PM Monday through Friday. December 1, 2022 through April 9, 2023 work hours shall be 9:00 AM to 5:00 PM Monday through Friday. From April 10, 2023 through September 30, 2023 Regularly scheduled work hours shall be from 8:00 AM to 6:00 PM Monday through Friday.
- 4 The Town's contractor(s) may require night, weekend or holiday work beyond the regularly scheduled work hours stated in #3 above which may be necessary due to emergency, delay or makeup time. These hours are not part of the guaranteed not to exceed price and shall be additionally invoiced accordingly.
- 5 In the event that the terms and provisions of all attached Exhibits conflict with or are omitted from the terms and provisions of this Contract, the terms and provisions of the attached Exhibits shall govern with respect to the performance of the work.
- 6 Guaranteed not to exceed pricing is contingent on Phase 4 South GMP approval in the August 2021 Town Council Meeting. Overlap and economy of scale in both general conditions and management is reflected in this pricing.
- 7 This contract shall be authorized by the Town Council in the August 2021 Town Council meeting.

FRANCHISE UTILITIES

- 1 G.M.P. cost estimate does not include any design, engineering or installation fees which may be charged to the Owner by franchise utility companies. (electric, telephone, cable tv, gas)
- 2 The Construction Manager shall not assume liability or warranty any work performed by FPL, COMCAST, ATT, FPU and/or their subcontractors.
- 3 The project duration represents the work managed by the Construction Manager. Should the project exceed the scheduled duration due to the involvement of entities beyond our control (including but not limited to FPL, ATT, Comcast and Town's contractor(s)), additional management may be requested and deemed appropriate, if and only if it is mutually agreed upon by the Town of Palm Beach and Burkhardt Construction. This additional management will be invoiced accordingly.



TOWN OF PALM BEACH

Town Council Meeting on: August 10, 2021

Section of Agenda

Regular Agenda - Old Business

Agenda Title

Request for Direction Regarding Completion of Retail Study

Presenter

Jay Boodheshwar, Deputy Town Manager

ATTACHMENTS:

- ▣ **a. Memorandum Dated August 2, 2021 From Jay Boodheshwar, Deputy Town Manager**
- ▣ **b. Resolution No. 025-2021 Awarding Contracts**

TOWN OF PALM BEACH

Information for Town Council Meeting on: August 10, 2021

TO: Mayor and Town Council

VIA: Kirk W. Blouin, Town Manager

FROM: Jay Boodheshwar, Deputy Town Manager

RE: Request for Direction Regarding Completion of Retail Study

DATE: August 2, 2021

STAFF RECOMMENDATION

Staff recommends that Town Council review the information below, relative to the previously approved Resolution No. 025-2021, Retail Study for the Town of Palm Beach, and provide direction to staff.

GENERAL BACKGROUND

At the February 10, 2021, meeting, Town Council approved Resolution No. 025-2021 (attached), approving the award of RFP No. 2021-01, Retail Study for the Town of Palm Beach, to Yard and Company in the amount of \$94,500 and a project total of \$100,000. Said study was approved for funding from the FY2021 contingency budget and includes an evaluation of the Town's current state of retail, retail space allocation, commercial uses, existing parking scenarios, and other retail components to make recommendations for positive changes to ensure a thriving retail environment within the Town. A condition of the approval of Resolution No. 025-2021 was to wait until the fall of 2021 to begin the retail and determine if the process could include more community engagement.

This effort was deliberately brought forward this past winter as it was believed to be urgent at the time, not knowing what the timetable might look like with some sort of broader code reform effort, which could have included a retail study component. Since the February 10, 2021, meeting much has happened in terms of establishing a path forward to address code reform. The Planning, Zoning, and Building team has worked with the Purchasing Division to prepare an RFP to select a consultant to review certain sections of the Town Code and provide recommendations for reform. The issuance of said RFP is imminent, but before advertising staff felt it was important to determine if Town Council has an interest in rolling in most or all of the scope originally included in the Retail Study into the Code Reform RFP to have one larger project instead of two separate efforts. Of course, there are pros and cons

If Council desires to roll in most or all of the retail study's scope of services, staff seeks official direction. A resolution to rescind Resolution No. 025-2021 would be brought to Council at a future meeting to officially reject all proposals received in response to RFP No. 2021-01, Retail Study for the Town of Palm Beach.

FUNDING/FISCAL IMPACT

A total of \$100,000 was appropriated from the FY2021 contingency budget at the February 10, 2021, Town Council meeting. If Council desires to rescind Resolution No. 025-2021, the \$100,000 could be reprogrammed for the new Code Reform RFP.

Attachment

cc: Wayne Bergman, Director of Planning, Zoning, and Building
James Murphy, Assistant Director, Planning, Zoning, and Building
Jane Le Clainche, Director of Finance
Dean Mealy, Purchasing Manager

RESOLUTION NO. 025-2021

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF
PALM BEACH, PALM BEACH COUNTY, FLORIDA,
APPROVING THE AWARD OF RFP NO. 2021-01, RETAIL
STUDY FOR THE TOWN OF PALM BEACH TO YARD AND
COMPANY IN THE AMOUNT OF \$94,500 AND A PROJECT
BUDGET OF \$100,000 AND TO APPROVE SOURCE OF
FUNDING FROM CONTINGENCY.**

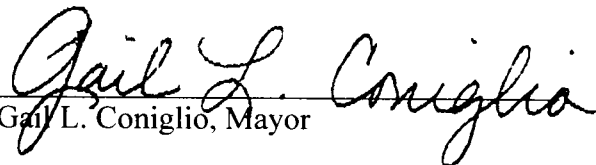
NOW, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF PALM BEACH,
PALM BEACH COUNTY, FLORIDA, as follows:

Section 1. The Town Council of the Town of Palm Beach hereby approves Resolution No. 025-2021, approving the award of RFP No. 2021-01, Retail Study for the Town of Palm Beach to Yard and Company in the amount of \$94,500 and a project total of \$100,000.

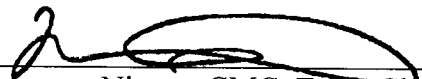
Section 2. The Town Council approved contingency funding for the project.

Section 3. The Town Manager is hereby authorized to execute this purchase order on behalf of the Town of Palm Beach for these improvements.

PASSED AND ADOPTED in a regular, adjourned session of the Town Council of the Town of Palm Beach assembled this 10th day of February, 2021.


Gail L. Coniglio, Mayor

ATTEST:


Queenester Nieves, CMC, Town Clerk



TOWN OF PALM BEACH

Town Council Meeting on: August 10, 2021

Section of Agenda

Regular Agenda - Old Business

Agenda Title

FY22 Proposed Budget Update

a. RESOLUTION NO. 092-2021 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Adopting the Town Marina and Building Enterprise Fund Reserve Policies; Providing an Effective Date.

Presenter

Jane Le Clainche, Director of Finance

ATTACHMENTS:

- ▣ **Memorandum Dated July 30, 2021, from Jane Le Clainche, Finance Director**
- ▣ **General Fund Budget Summary**
- ▣ **Resolution 092-2021**
- ▣ **Exhibit A**
- ▣ **Exhibit B**
- ▣ **Exhibit C**
- ▣ **Exhibit D**

TOWN OF PALM BEACH

Information for Town Council Meeting on: August 10, 2021

To: Mayor and Town Council

Via: Kirk Blouin, Town Manager

From: Jane Le Clainche, Director of Finance

Re: Proposed FY22 Budget Follow-up
Resolution No. 092-2021

Date: July 30, 2021

STAFF RECOMMENDATION

Staff requests that the Town Council approve the Reserve Policy Resolution No 092-2021. In addition, staff would like guidance on the funding for the North Fire-Rescue Station discussed below.

GENERAL INFORMATION

At the July 15, 2021 Town Council meeting the Town Council approved the following actions regarding the FY22 budget.

- Add \$1.5 million to partially fund the reconstruction of the North Fire-Rescue Station.
- Add funding for an additional 1% COLA for Town employees.

In addition, the following changes have been made to the proposed budget that was presented at the July 15th meeting.

- Addition of \$5.5 million into the FY22 CIP budget for the North Fire Rescue Station and offsetting funding proposed to be from the above mentioned \$1.5 million and \$4 million from General Fund Unassigned Reserves. Another option the Town Council may wish to consider would be to finance the \$4 million with a 20 year bank loan. Current rates provided by Jay Glover, our financial advisor with PFM were between 2.25% - 2.5%.
- The addition of \$250,000 to the Fire-Rescue budget for the rental of trailers to house the firefighters.
- Additional revenue of \$364,290 due to the proposed parking meter and placard rate increases.

- The addition of \$150,000 to the Building Enterprise Fund for additional part time no benefits personnel for monitoring and enforcement on construction sites.
- Revenue has been increased in the Building Enterprise Fund due to the continuation of the increase in building permit revenues expected through FY22. The allocation of costs to the General Fund has also been increased based on the final proposed budget numbers.
- **The updated millage rate after the above mentioned changes is 2.8966 which results in a \$54 decrease per million of value for homestead property owners.**

The resulting General Fund budget is shown on the attached budget summary. With the addition of the General Fund related items described above the budget summary shows a 10.16% increase over FY21. If you back out the one time expenditures of \$5.5 million for the Fire Rescue Station, and the associated \$250,000 for the trailer rental, the year over year increase would be 3.1%,

The Town Council approved the following Reserve Policies to be adopted with Resolution No. 092-2021.

1. **Marina Enterprise Fund Unrestricted Net Position** – This reserve is being established to fund an appropriate level of unrestricted net position to provide for unanticipated financial impacts. The policy would maintain a minimum unrestricted net position equal to one year of operating expenses plus one year of debt service.

Amounts in excess of the minimum unrestricted net position will be used to initially fund the project cost deficits in the Townwide Underground Utility Project Fund at an annual appropriation of \$2,600,000 for fiscal years FY22 through FY26. The amount may be adjusted as the project continues to ensure the deficit is eliminated.

The policy is written so that any additional excess unrestricted funds can be used for one-time expenditures after review and approval by the Town Council. This review will occur each year during the budget process in order for appropriations to be made in the upcoming fiscal year. If during the course of the year, an expenditure from fund balance is deemed necessary and approved by the Town Council a budget amendment will be prepared to appropriate funds from this reserve. The excess balance could also be used to prepay the marina construction loan in part or in full upon approval by the Town Council.

2. **Marina Depreciation Replacement Reserve** – This reserve will partially fund the replacement cost for the Town's marina when it reaches the end of its useful life and reduce the amount needed for financing a future reconstruction.

The reserve is to be maintained at a rate of 100% of accumulated depreciation based upon the cost of construction plus accrued interest. Funds may be drawn from this reserve for reconstruction or for significant repairs upon Town Council approval. If

funds are used, the reserve should be replenished to the minimum level as soon as practical.

Depreciation is calculated using the straight-line method with an estimated useful life of 30 years as has been recommended by the engineers.

3. **Marina Maintenance and Improvement Reserve** – This reserve will fund the costs of non-routine maintenance and improvement projects of \$50,000 or more to the infrastructure and major equipment at each of the docks.

The reserve will be funded at a rate of 1% of annual revenues calculated at fiscal year-end plus any interest earned on the reserve. An estimate for the annual reserve amount will be appropriated annually. Proposed expenditures from this reserve must be approved by the Town Council.

4. **Building Enterprise Fund Unrestricted Net Position** - Staff is proposing an additional Reserve Policy for the Building Enterprise Fund. This policy is proposed to define the appropriate level of unrestricted net position to provide for unanticipated financial impacts. Town maintain minimum unrestricted net position levels equal to or less than a four year average of the Fund's operating budget. These costs include the costs that were used in the cost allocation model prepared by the consultant. Any excess balance will be used to reduce fees as part of an update to the cost allocation and fee determination study in compliance with Florida Statutes section 553.80.

Resolutions adopting the proposed FY22 budget and the millage rate will be presented at the September 13, 2021, public hearing along with the Non Ad Valorem Assessment Resolutions, and the final budget and millage rate Resolutions will be presented at the September 23, 2021 public hearing.

SPECIAL CONSIDERATIONS

Public Hearing Dates:

- The first public hearing will be held on **Monday, September 13, 2021 at 5:01pm.**
- The second public hearing will be held on **Thursday, September 23, 2021 at 5:01pm.**

FUNDING/FISCAL IMPACT

The financial impacts on the FY22 budget are outlined above and included in the proposed FY22 budget.

Attachments

jl

cc: Jay Boodheshwar, Deputy Town Manager
Carolyn Stone, Assistant Town Manager
Department Directors

Town of Palm Beach, Florida
General Fund Revenues and Expenditures
Budget Comparison
Fiscal Years 2021 - 2022

	Budget FY2021	Budget FY2022	FY21 vs. FY22 \$ Difference	FY21 vs. FY22 % Change
Revenues				
Ad Valorem Taxes	\$57,134,058	\$59,663,511	\$2,529,453	4.43%
Non Ad Valorem Taxes	6,351,000	6,710,500	\$359,500	5.66%
Licenses & Permits	4,245,100	4,419,233	\$174,133	4.10%
Intergovernmental	956,000	1,121,700	\$165,700	17.33%
Charges for Services	5,384,700	6,172,500	\$787,800	14.63%
Fines and Forfeitures	916,000	1,025,500	\$109,500	11.95%
Investment Earnings	904,715	360,000	-\$544,715	-60.21%
Miscellaneous Revenues	494,500	499,500	\$5,000	1.01%
Interfund Transfers	25,000	536,665	\$511,665	2046.66%
Transfer From Fund Balance	1,304,500	5,431,463	\$4,126,963	316.36%
Transfer from Building Fund	3,200,000	3,200,000	\$0	100.00%
Total Revenues	\$80,915,573	\$89,140,572	\$8,224,999	10.16%
Expenditures				
Department				
Legislative	\$154,400	\$152,500	-\$1,900	-1.23%
General Government	863,542	1,004,050	\$140,508	16.27%
Town Manager	802,615	947,587	\$144,972	18.06%
Town Clerk	316,092	357,145	\$41,053	12.99%
Advice and Litigation	390,000	365,000	-\$25,000	-6.41%
Human Resources	700,508	729,523	\$29,015	4.14%
Information Systems	2,935,478	3,072,318	\$136,840	4.66%
Finance	1,774,049	1,865,674	\$91,625	5.16%
Recreation and Tennis	1,865,276	2,049,732	\$184,456	9.89%
Planning/Building/Zoning	1,401,621	1,579,265	\$177,644	12.67%
Library	352,650	363,230	\$10,580	3.00%
Fire-Rescue	14,621,091	15,346,841	\$725,750	4.96%
Police	16,906,530	16,877,684	-\$28,846	-0.17%
Public Works	16,076,276	16,700,542	\$624,266	3.88%
Contingency	600,000	600,000	\$0	0.00%
Transfer to Other Funds				
Transfer to CIP	2,662,000	8,428,200	\$5,766,200	216.61%
Transfer to Coastal	4,777,000	4,920,310	\$143,310	3.00%
Transfer to UU Fund	165,000	176,550	\$11,550	7.00%
Transfer to Debt Service	5,691,148	5,676,719	-\$14,429	-0.25%
Transfer to Risk Fund	2,010,439	2,173,487	\$163,048	8.11%
Transfer to OPEB Trust Fund	429,858	334,215	-\$95,643	-22.25%
Extraordinary Transfer to Retirement Fund	5,420,000	5,420,000	\$0	0.00%
Total General Fund Expenditures	\$80,915,573	\$89,140,572	\$8,224,999	10.16%
Revenues Over/(Under) Expenditures	\$0	\$0		

RESOLUTION NO. 092-2021

**A RESOLUTION OF THE TOWN COUNCIL OF THE
TOWN OF PALM BEACH, PALM BEACH COUNTY,
FLORIDA, ADOPTING THE TOWN MARINA FUND AND
BUILDING ENTERPRISE FUND RESERVE POLICIES;
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 the fund reserves; and

WHEREAS, it is now necessary to adopt the Town Marina Fund and Building Enterprise Fund reserve policies.

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

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

Section 2. The attached financial policies pertaining to the Town Marina Fund and the Building Enterprise Fund marked as Exhibit "A - D" incorporated by reference as part of this Resolution are hereby adopted. The Town Manager and the Finance Director of the Town are directed to do all things necessary to effectuate the financial policies and to report to the Town Council, or appropriate committee thereof, as may be needed relative to matters pertaining to same, in order to preserve and enhance the financial interests of the Town of Palm Beach.

Section 3. All previously adopted financial policies for the Town Dock Enterprise Fund are now no longer applicable and are superseded by the policies adopted herein.

Section 4. The effective date of the attached financial reserve policies shall be October 1, 2021 with the exception of the Building Enterprise Fund which will be September 30, 2021.

PASSED AND ADOPTED in a regular, adjourned session of the Town Council of the Town of Palm Beach assembled this 10th day of August 2021.

Danielle H. Moore, Mayor

ATTEST:

Queenester Nieves, CMC, Town Clerk

Town of Palm Beach, Florida**Subject Policy: Town Marina Enterprise Fund Unrestricted Net Position****Effective Date: September 30, 2021**

Purpose: The purpose of this policy is to establish an appropriate level of unrestricted net position in the Town Marina Enterprise Fund. Adequate levels of net position will provide for unanticipated financial impacts.

Policy: It is the policy of the Town of Palm Beach that the Town maintain minimum unrestricted net position levels equal to one year of operating expenses plus one year of debt service. This reserve would be sufficient to pay operating costs and debt service in case of a severe storm event that may close the marina for an extended period of time.

Amounts in excess of the minimum unrestricted net position will be partially used to fund the project cost deficits in the Townwide Underground Utility Project Fund. An amount of \$2,600,000 will be appropriated in the annual FY22 through FY26 budgets. This amount may be adjusted as the project continues in order to fund the project deficit.

Additional excess balance after the aforementioned appropriation may be used for one-time expenditures after review and approval by the Town Council. This review will occur each year during the budget process in order for appropriations to be made in the upcoming fiscal year budget. During the course of the fiscal year, if an expenditure from fund balance is deemed necessary and approved by the Town Council, a budget amendment will be prepared to appropriate funds from the marina reserves. The excess balance could also be used to prepay the marina construction loan in part or in full upon approval by the Town Council.

Responsibility: It is the responsibility of the Town Manager and the Finance Director to implement this policy. The Finance Director will report regarding the status of the net position in the Comprehensive Annual Financial Report.

Approval Date:

Town of Palm Beach, Florida**Subject Policy: Town Marina Enterprise Fund – Depreciation Replacement Reserve****Effective Date: October 1, 2021**

Purpose: The purpose of this policy is to create a reserve to partially fund the replacement cost for Town's marina when it reaches the end of its useful life. The reserve will reduce the amount needed for borrowing funds to finance the future reconstruction of the marina.

Policy: It is the policy of the Town of Palm Beach to maintain a reserve for partial funding the replacement cost of the Town Marina. The reserve fund is to be maintained at a rate of 100% accumulated depreciation based upon the cost of construction for the marina built in 2021. Funds will be drawn from this reserve for the construction of new docks whenever it is determined that they must be replaced or are in need of significant repairs. The reserve fund will be increased by an annual appropriation equal to the estimated depreciation and any interest earned on the reserve will be allocated to the account. The depreciation will be calculated using the straight-line method with an estimated useful life of 30 years as recommended by the engineers. This reserve will accrue interest on the average balance in the fund. The Town Council must approve the used of these funds. If funds are used from this reserve, it should be replenished to the minimum level as soon as practical.

Responsibility: It is the responsibility of the Town Manager and the Finance Director to advise the Town Council as to the adequacy of the funding level of this reserve. The Town Manager and Finance Director will recommend an appropriation of funds from this reserve to the Town Council whenever it is necessary for construction of a replacement dock(s) is to take place.

Approval Date:

f

Town of Palm Beach, Florida**Subject Policy: Town Marina Enterprise Fund – Maintenance and Improvement Reserve****Effective Date: October 1, 2021**

Purpose: The purpose of this policy is to create a reserve to fund the costs of non-routine maintenance and improvement projects (\$50,000 or more) to the infrastructure and major equipment at the each of the docks. 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 a reserve for funding the costs on non-routine maintenance and improvement projects of the Town Marina. The reserve fund is to be funded at a rate of 1% of annual revenues calculated at fiscal year-end. An estimate for the annual reserve amount be annually appropriated and any interest earned on the reserve will be allocated to the account. The Town Council must approve all expenditures from this reserve.

Responsibility: It is the responsibility of the Town Manager and the Finance Director to advise the Town Council as to the adequacy of the funding level of this reserve. The Town Manager and Finance Director will recommend an appropriation of funds from this reserve to the Town Council whenever it is necessary for improvements to be made.

Approval Date:

Town of Palm Beach, Florida**Subject Policy: Building Enterprise Fund Unrestricted Net Position****Effective Date: September 30, 2021**

Purpose: The purpose of this policy is to establish an appropriate level of unrestricted net position in the Building Enterprise Fund. Adequate levels of net position will provide for unanticipated financial impacts.

Policy: It is the policy of the Town of Palm Beach that the Town maintain minimum unrestricted net position levels equal to or less than a four year average of the Fund's operating budget. These costs include the costs that were used in the cost allocation model prepared by the consultant. Any excess balance will be used to reduce fees as part of an update to the cost allocation and fee determination study in compliance with Florida Statutes section 553.80.

Each year all of the costs associated with enforcing the Florida Building Code will be estimated prior to the issuance of the annual budget and will be recalculated at fiscal year-end with actual year end expenditures.

Responsibility: It is the responsibility of the Town Manager and the Finance Director to implement this policy. The Finance Director will report regarding the status of the net position in the Comprehensive Annual Financial Report.

Approval Date:

TOWN OF PALM BEACH

Town Council Meeting on: August 10, 2021

Section of Agenda

Regular Agenda - Old Business

Agenda Title

Request to Amend the Long-term Ground Lease of 5976 Okeechobee Boulevard, West Palm Beach, Florida, to AHS Residential

TIME CERTAIN 11:00 A.M.

Janis Cheezem, Akerman LLP

a. RESOLUTION NO. 094-2021 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving the Amended and Restated Ground Lease Agreement Between the Town of Palm Beach, Florida (Town) and CRE Fund at Okeechobee Boulevard, LLC (Tenant), Subject to Certain Guaranties by AHS Residential, LLC (Guarantor) for Property Consisting of Approximately 29.38 Acres Located Outside of the Town's Boundaries at 5976 Okeechobee Boulevard, West Palm Beach, Florida (Property).

Kirk Blouin, Town Manager

Time Certain

11:00 AM

Presenter

ATTACHMENTS:

- ▣ **a. Memorandum Dated August 3, 2021 From Kirk Blouin, Town Manager**
- ▣ **b. Resolution No. 094-2021 Amended and Restated Ground Lease at 5976 Okeechobee Blvd., West Palm Beach, FL**
- ▣ **c. Memorandum Dated August 3, 2021 From Janis Cheezem, Akerman, LLP - Regarding the Proposed Amended and Restated Ground Lease Agreement**
- ▣ **d. Back up from October 2019 Meeting Regarding the Okeechobee Land Lease**

TOWN OF PALM BEACH

Information for Town Council Meeting on August 10, 2021

TO: Mayor and Town Council

FROM: Kirk Blouin, Town Manager

RE: Request to Approve Amended and Restated Ground Lease Agreement Between the Town of Palm Beach, Florida (Town) and CRE Fund at Okeechobee Boulevard, LLC (Tenant), Subject to Certain Guaranties by AHS Residential, LLC (Guarantor) for Property Consisting of Approximately 28.38 Acres Located Outside of the Town's Boundaries at Okeechobee Boulevard, West Palm Beach, Florida (Property) **Resolution No. 094-2021**

DATE: August 3, 2021

STAFF RECOMMENDATION

Staff recommends Town Council approve the proposed Amended and Restated Ground Lease Agreement between the Town of Palm Beach, Florida, a Political Subdivision of the State of Florida and CRE Fund at Okeechobee Boulevard, LLC, a Florida Limited Liability Company for Town of Palm Beach Property, located at 5976 Okeechobee Boulevard as negotiated by Akerman LLP on behalf of the Town of Palm Beach for a term of 50 years from the Date of Beneficial Occupancy, with one ten year renewal term, at the discretion of the Town and the Tenant.

SUMMARY EXPLANATION/BACKGROUND

The negotiation for the Ground Lease was addressed by a real estate partner with experience in Ground Leasing. The Town had engaged Akerman LLP. The firm was hired February 2019 by the Town Manager's Office.

Akerman represented the Town in extensive negotiations to modify the original Ground Lease dated as of October 13, 2019.

Please find attached a detailed Summary Explanation prepared by Janis Cheezman of Akerman LLP.

FISCAL IMPACT/FUNDING SOURCE

The Base Rent is duplicated from the submittal in 2019. Please refer to attached 2019 Memorandum outlining revenue.

TOWN ATTORNEY REVIEW

As noted above, the negotiation for the Ground Lease was addressed by the firm Akerman LLP.

CC: Paul Brazil, P.E., Public Works Director
Dean Mealy, Purchasing Manager

RESOLUTION NO. 094-2021

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING THE AMENDED AND RESTATED GROUND LEASE AGREEMENT BETWEEN THE TOWN OF PALM BEACH, FLORIDA (TOWN) AND CRE FUND AT OKEECHOBEE BOULEVARD, LLC (TENANT), SUBJECT TO CERTAIN GUARANTIES BY AHS RESIDENTIAL, LLC (GUARANTOR) FOR PROPERTY CONSISTING OF APPROXIMATELY 29.38 ACRES LOCATED OUTSIDE OF THE TOWN'S BOUNDARIES AT 5976 OKEECHOBEE BOULEVARD, WEST PALM BEACH, FLORIDA (PROPERTY).

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

Section 1. The Town Council of the Town of Palm Beach hereby approves the Amended and Restated Ground Lease Agreement between the Town of Palm Beach, Florida (Town) and CRE Fund at Okeechobee Boulevard, LLC (Tenant), subject to certain Guaranties by AHS Residential, LLC (Guarantor) for property consisting of approximately 28.38 acres located outside of the Town's boundaries at Okeechobee Boulevard, West Palm Beach, Florida (Property).

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

PASSED AND ADOPTED in a regular, adjourned session of the Town Council of the Town of Palm Beach assembled this 10th day of August, 2021.

Danielle H. Moore, Mayor

ATTEST:

Queenester Nieves, CMC, Town Clerk

Confidential Memorandum

From: Janis K. Cheezem 

To: Mr. Kirk Blouin
Town Manager
Town of Palm Beach, Florida

Date: August 3, 2021

Subject: Proposed Amended and Restated Ground Lease Agreement ("Restated Lease") between the Town of Palm Beach, Florida ("Town") and CRE Fund at Okeechobee Boulevard, LLC ("Tenant"), subject to certain guaranties by AHS Residential, LLC ("Guarantor") for property consisting of approximately 28.38 acres located outside of the Town's boundaries at 5976 Okeechobee Boulevard, West Palm Beach, Florida ("Property").

Dear Mr. Blouin:

It has been our pleasure to represent the Town in extensive negotiations to modify the original Ground Lease dated as of October 13, 2019 ("Original Lease"). The Town Council had approved the Original Lease based on the business terms of Guarantor's unsolicited offer to the Town and, as is typical in such transactions, Guarantor formed a special purpose entity as Tenant and Guarantor has offered certain guaranties, outlined below.

Tenant has performed extensive due diligence on the Property since the date of the Original Lease, and has approved the Property subject to certain modifications to the Original Lease. This memo is intended to highlight modifications to the Original Lease and, for the sake of convenience in approving the Restated Lease, also includes key terms that have not changed in the restatement. We have provided copies of the Restated Lease and Guaranties should be consulted for the complete terms of the Restated Lease, as this is intended only as a summary. The Original Lease included milestone dates; the Amended Lease, to the extent possible, substitutes firm dates that are included in this Memorandum. The majority of changes in the Restated Lease are to address required environmental remediation required to repurpose the former landfill for the Tenant's intended development and associated brownfield designation.

Tenant has executed the Lease and Guarantor has executed the guaranties, and each has agreed to leave their offers open, not subject to recession, until 5 business days following the Town Council's August meeting to give the Council the opportunity to consider this offer and, if acceptable, to authorize execution and delivery of the Restated Lease.

1. Term: 50 years from the Date of Beneficial Occupancy (i.e., when rent commences), with one 10 year renewal term at the discretion of the Town and Tenant. The outside date for the Date of Beneficial Occupancy is 24 months following submittal of the Land Use Amendment (see 2.b. below), i.e., not later than February 1, 2024 plus up to 90 days for Force Majeure (modified from the Original Lease date of May, 2022.)
2. Termination Rights: The 60 day inspection period during which Tenant could have terminated the Original Lease has expired. The Restated Lease includes the termination options outlined below:
 - a. §3.07(C): March 2, 2022 for failure to obtain, unless waived by Tenant, a brownfield area designation pursuant to Florida Statute 376.80 for the portions of the Property previously used as a landfill and training area.
 - b. §3.07(D): Tenant may terminate on the earlier of June 8, 2022 or the date of Tenant's submittal of an Initial Action Plan and Initial Remediation Cost Estimate, subject to extension for up to 30 days (plus a 2 business day notice period to resolve any Town comments)
 - c. §3.07(D): The Town may terminate if Tenant does not submit the Remedial Action Plan and Initial Cost estimate by June 8, 2022 and/or does not submit the Remedial Action Plan to the Florida Department of Environmental Protection within 15 business days following the Town's approval of the Plan.
 - d. The Town's termination right is subject to the Tenant's right, so long as certain conditions have been met and Tenant's payment to the Town of \$350,000, to extend the deadline for final approval of the Remedial Action Plan to December 31, 2023. The fee would be applicable to rent if the Lease is not terminated but would otherwise be retained by the Town.
 - e. Tenant is required to provide an updated cost estimate for the work performed under the Remedial Action Plan prior to its outside approval date, and is permitted to terminate if the updated estimate is more than 120% of its initial remediation cost estimate.
 - f. Tenant is required to diligently pursue land use approvals for its intended use and may terminate within 10 days after June 30, 2022 if it has not then received final approvals. As with the Original Lease, the Town may terminate if Tenant has not received final approvals by June 30, 2024.
3. §4 – Use of Property. §2.23 modifies Tenant's Intended Project by decreasing the minimum number of multi-family rental units from 600 market rate rental units to four hundred twenty (420) units, with permitted ancillary uses including an assisted living facility, office or any combination thereof, and in each case related parking facilities and amenities and uses ancillary to the primary permitted use. A gas station was eliminated as a prohibited use, but any gas station use would be subject to designated environmental controls. Tenant is permitted to use the property for legal uses, subject to a list of Prohibited Uses attached to the Lease.
4. §5 – Rent and Security. Exhibit C setting forth Base Rent is duplicated in its entirety below and has not been changed:

PERIOD	ANNUAL BASE RENT	MONTHLY RENT
1 – 5	\$867,618.00	\$72,301.50
6 - 10	\$954,380.00	\$79,531.66
11 – 15	\$1,049,818.00	\$87,484.83
16 – 20	\$1,154,800.00	\$96,233.33

21 - 25	\$1,270,280.00	\$105,856.66
---------	----------------	--------------

II. Reset of annual Base Rent as of the Commencement of Lease Year 26 and annual Base Rent for Lease Years 26 -30.

These terms have not been revised in the Restated Lease, and are restated for convenient reference. Effective of the first day of Lease Year 26, the annual Base Rent shall be adjusted to the amount equal to six percent (6%) of the Prevailing Market Value of the Property, as determined by Rider No. 1 of this Exhibit "C"; provided, however, in no event shall the annual Base Rent for Lease Year 26 be more than 122.5% (or \$1,571,971.00) of the annual Base Rent for Lease Year 25 or less than 97.5% (or \$1,222,644,000.00) of the annual Base Rent for Lease Year 25. The annual Base Rent, as adjusted by this paragraph, shall remain in effect until the last day of Lease Year 30.

III. Annual Base Rent for Lease Years 31 – 50

These terms have not been revised in the Restated Lease, and are restated for convenient reference. Effective as of the first day of Lease Year 31, 36, 41 and 46, the annual Base Rent shall increase to the amount which is 110% of the annual Base Rent for the immediately preceding Lease Year."

- a. §5.05 These terms have not been revised in the Restated Lease, and are restated for convenient reference. Tenant is obligated to provide a letter of credit in the amount of \$867,618.00 (i.e., first year's rental amount) within 10 days following the Date of Beneficial Occupancy, with a termination right to the Town if not duly provided. Provided no Tenant default exists, the Letter of Credit is required to be in effect until the later of 1 year following the Date of Beneficial Occupancy or 1 year following the Stabilization Date (i.e., the date on which the income from the Project provides sufficient revenue to fund the Lease and other costs of operation – a definition is in the Lease.
 - b. Net Lease. §5.06 confirms that the Lease is a triple net Lease; §5.07 has specific provisions for the payment of Taxes. These terms have not been revised in the Restated Lease, and are restated for convenient reference.
 - c. Exhibit G includes a Payment Guaranty and Guaranty of Continuing Obligations by Guarantor. The payment guaranty expires on the later of two years following the Date or Beneficial Occupancy or the Stabilization Date, with the Town first pursuing payment under the Letter of Credit. The Guaranty is also for third party claims for injury, damage or violation of legal requirements. These aspects of the guaranty include separate expiration provisions. These terms have not been revised in the Restated Lease, and are restated for convenient reference.
5. §6. Quality and Character of Operations (no change in Restated Lease).
 - a. §6.01 – Tenant is not required to continuously operate.
 - b. §6.02 – the Lease includes a nondiscriminatory service requirement.
 6. §7 Construction of the Improvements(no change in Restated Lease)
 - a. §7.10 – all to be at Tenant's sole cost and expense and in compliance with governmental requirements, subject to bonding requirements, meeting the requirements in §7.04,

-
- including diligent and uninterrupted pursuit, with the general contractor meeting the requirements in §7.11.
- b. §7.10 and Exhibit F - If the Lease has not been terminated as outlined above, Guarantor guarantees the completion of the "Initial Leasehold Improvements" –a minimum of two hundred fifty (250) residential units (but the foregoing shall not be construed to establish a maximum number of units) and related improvements and structures hereafter constructed or erected on the Property and all fixtures affixed or attached thereto, all in connection with the Permitted Uses.
 - c. §7.03 – The Site Plan and Plans and Specs for the Initial Leasehold Improvements are subject to the consent of the Town Manager, although residential units are acceptable if consistent with Prototype Units at the Village of Mangonia or Lake Work Village constructed by affiliates of Guarantor.
 - d. §7.12 – Tenant can make "Minor Improvements" following completion of the Initial Improvements without approval of the City Manager – i.e., changes to the interior of buildings or exterior improvements that do not substantially change the approved Tenant Improvements.
- 7. §8 Obligations of Tenant - §9 Maintenance and Repair - detail obligations of Tenant including, for example, security, not causing a nuisance, etc. and with respect to the maintenance and repair of the Premises. (no change in Restated Lease)
 - a. §9.04 requires a Triennial Inspection to identify any "Deficiencies" – i.e., notices of violation or noncompliance with applicable legal requirements. Landlord has defined self-help rights in §9.05 if Tenant does not timely cure.
 - 8. §10 Utilities – these are at Tenant's cost and risk, the Lease acknowledging they are not controlled by the Town. (no change in Restated Lease)
 - 9. §11 – Right to Contest – Confirms Tenant's right to contest real estate taxes and other governmental charges. (no change in Restated Lease)
 - 10. §12 – Insurance Requirements – Details applicable insurance requirements. Please refer to the Lease for detailed provisions. . (no change in Restated Lease)
 - 11. §13 – Damage to or Destruction of Premises - Tenant is required to make the Premises safe after a casualty, and the Town has self-help rights (and rights to reimbursement) if not timely accomplished. Tenant has defined termination rights in §13.02. (no change in Restated Lease)
 - 12. §14 – Condemnation – Please refer to the Lease. (no change in Restated Lease)
 - 13. §15 – Encumbrances – Tenant has the right to mortgage the Premises, but any lien will attach only to the Tenant's leasehold interest. (no change in Restated Lease)
 - 14. §16 – Title to Improvements – Tenant owns the Tenant Improvements, which revert to the Town on expiration or earlier termination of the Lease. Tenant retains rights to FF&E. (no change in Restated Lease)
 - 15. §17 – Expiration , Defaults, Remedies and Termination – Please refer to Article 18 of the Lease. (no change in Restated Lease)

-
16. §18 – Assignment, Transfer and Subletting – (no change in Restated Lease)
- a. A transfer of a controlling interest in Tenant or Guarantor is required if the transferee is publicly traded or, with respect to Guarantor, if a substitute guaranty has been obtained by a new guarantor . §18.08 releases the Guarantor only if the Lease is assumed (or the assumption subject to a replacement guaranty) by a Permitted Assignee or Permitted Transferee.
 - b. The Town will not unreasonably withhold its consent, prior to the Stabilization Date, to a transferee (and, as applicable, a substitute guarantor) that meets criteria set forth in §18.03. After the Stabilization Date the Town will not unreasonably withhold its consent (§18.05).
 - c. §18.07 – Tenant is released for obligations accruing after a transfer.
17. §19 – Rights of Leasehold Mortgagees - Please refer to Article 19 of the Lease. (no change in Restated Lease)
18. §20 – Indemnification - Article 20 includes an indemnity from the Tenant for third party claims that would include any negligence of the Town, but not its gross negligence or willful misconduct. (no change in Restated Lease)
19. §22 – Laws, Regulations and Permits; §23 – Americans with Disabilities Act – Please refer to Article 22 for Tenant's requirements to comply with applicable law and obtain all required permits and licenses. Please refer to Article 23 for Tenant's requirements to comply with the ADA. (no change in Restated Lease)
20. §24 – Disclaimer of Liability; §25 – Town Not Liable– Consistent with §20, §24 releases the Town of liability for loss, damage or injury except to the extent of its gross negligence or willful misconduct. The provision includes a mutual waiver of indirect, special, consequential and exemplary damages. §25 also releases the Town from damages caused by natural physical conditions, utilities or acts of God, but damages caused by the Town's gross negligence or willful misconduct are not released. (no change in Restated Lease)
21. Miscellaneous. Please refer to §27 for miscellaneous clauses. In particular, §27.17 requires the Town to compensate Tenant's broker in the amount of 4% of the aggregate base rent payable during the first 10 years of the Term. Such commission shall be due and payable by the Town as follows (a) fifty percent (50%) within thirty (30) days following the date of approval of the Landlord Use Amendment, and (b) fifty percent (50%) within thirty (30) days following the Date of Beneficial Occupancy. (no change in Restated Lease)
22. Memorandum of Lease. The Lease includes a form of Memorandum of Lease to be recorded by the Tenant. (no change in Restated Lease)
23. Appraisal Procedures. Rider No. 1 to the Lease includes appraisal procedures to determine Prevailing Market Rate for any renewal term. (no change in Restated Lease)

TOWN OF PALM BEACH

Information for Town Council Meeting on October 10, 2019

TO: Mayor and Town Council

FROM: Kirk Blouin, Town Manager

RE: Request to Approve a Ground Lease Agreement Between the Town of Palm Beach, Florida (Town) and CRE Fund at Okeechobee Boulevard, LLC (Tenant), Subject to Certain Guaranties by AHS Residential, LLC (Guarantor) for Property Consisting of Approximately 28.38 Acres Located Outside of the Town's Boundaries at Okeechobee Boulevard, West Palm Beach, Florida (Property)
Resolution No. 15-2019

DATE: September 24, 2019

STAFF RECOMMENDATION

Staff recommends Town Council approve the proposed Ground Lease Agreement between the Town of Palm Beach, Florida, a Political Subdivision of the State of Florida and CRE Fund at Okeechobee Boulevard, LLC, a Florida Limited Liability Company for Town of Palm Beach Property, located at 5976 Okeechobee Boulevard as negotiated by Akerman LLP on behalf of the Town of Palm Beach for a term of 50 years from the Date of Beneficial Occupancy, with one ten year renewal term, at the discretion of the Town and the Tenant.

SUMMARY EXPLANATION/BACKGROUND

History of Unsolicited Offer:

Real Estate Broker/Agent Robert Kelley contacted Purchasing in January 2018 expressing interest on behalf of CRE Fund at Okeechobee Boulevard, LLC (AHS). Mr. Kelley eventually submitted a proposal on behalf of AHS which was rejected on July 2, 2018 by the Town Manager's Office.

On October 15, 2018, AHS presented an offer, which took into account the Town's counter proposals. AHS continued to express interest in developing this property for commercial use and discussions continued with the Town.

The Town Manager hired Janis Cheezem, an attorney with Akerman LLP, in February of 2019 to lead negotiations with AHS. During the timeframe of March 2019 to September 2019, numerous discussions were held with AHS with the objective of maximizing revenue on behalf of the Town and mitigating risk for the Town property for the term of the lease.

FISCAL IMPACT/FUNDING SOURCE

This item, if approved, will produce revenue for the Town after first development and occupation occurs. The outside date for the Date of Beneficial Occupancy is 24 months following submittal of Land Use Agreement, no later than May 2022.

Guarantor Financial Statements. The Finance Director reviewed the financial statements provided by AHS Residential, LLC, the parent company of the proposed ground lessee.

Ground Lease Revenues.

The rental revenue for years 1-25 are broken down as follows:

PERIOD	ANNUAL BASE RENT	MONTHLY RENT
1-5	\$867,618.00	\$72,301.50
6-10	\$954,380.00	\$79,531.66
11-15	\$1,049,818.00	\$87,484.83
16-20	\$1,154,800.00	\$96,233.33
21-25	\$1,270,280.00	\$105,855.66

The rental revenue for years 1-25 will be \$26,484,471.

Effective of the first day of Lease Year 26, the annual Base Rent shall be adjusted to the amount equal to six percent (6%) of the Prevailing Market Value of the Property. In no event shall the annual Base Rent for Lease Year 26 be more than 122.5% (or \$1,571,971) of the annual Base Rent for Lease Year 25 or less than 97.5% (or \$1,222,644) of the annual Base Rent for Lease Year 25. The new annual Base Rent, as adjusted shall remain in effect until the last day of Lease Year 30.

Effective as of the first day of the Lease Year 31, 36, 41, and 46, the annual Base Rent shall increase to the amount which is 110% of the annual Base Rent for the immediately preceding Lease Year.

Floor

97.5% at Year 26

PERIOD	ANNUAL BASE RENT	MONTHLY RENT
26-30	\$1,362,374.78	\$113,531.23
31-35	\$1,389,622.27	\$115,801.86
36-40	\$1,528,584.50	\$127,382.04
41-45	\$1,681,442.95	\$140,120.25
46-50	\$1,849,587.25	\$154,132.27

The projected rental revenue for years 26-50 based at the Floor Calculation is \$65,178,132.46.

Cap

122.5% at Year 26

PERIOD	ANNUAL BASE RENT	MONTHLY RENT
26-30	\$1,571,970.90	\$130,997.57
31-35	\$1,729,167.99	\$144,097.33
36-40	\$1,902,084.86	\$158,507.07
41-45	\$2,092,293.27	\$174,357.77
46-50	\$2,301,522.60	\$191,793.55

The projected rental revenue for years 26-50 based at the Cap Calculation is \$74,105,271.36.

The Broker Expense has been negotiated to 4% of the first ten years of the annual base rent.

DUE DILIGENCE

Due Diligence was conducted to determine vendor responsibility, including corporate status and to identify any performance and compliance issues. The review included conducting market research and extensive outreach to secure participation in the solicitation process.

TOWN ATTORNEY REVIEW

As noted above, the negotiation for the Ground Lease was addressed by a real estate partner with experience in Ground Leasing with the firm Akerman LLP. The firm was hired February 2019 by the Town Manager's Office.

CC: Dean Mealy, Purchasing Manager

RESOLUTION NO. 15-2019

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING THE GROUND LEASE AGREEMENT BETWEEN THE TOWN OF PALM BEACH, FLORIDA (TOWN) AND CRE FUND AT OKEECHOBEE BOULEVARD, LLC (TENANT), SUBJECT TO CERTAIN GUARANTIES BY AHS RESIDENTIAL, LLC (GUARANTOR) FOR PROPERTY CONSISTING OF APPROXIMATELY 28.38 ACRES LOCATED OUTSIDE OF THE TOWN'S BOUNDARIES AT 5976 OKEECHOBEE BOULEVARD, WEST PALM BEACH, FLORIDA (PROPERTY).

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

Section 1. The Town Council of the Town of Palm Beach hereby approves the Award of a Ground Lease Agreement between the Town of Palm Beach, Florida (Town) and CRE Fund at Okeechobee Boulevard, LLC (Tenant), subject to certain Guaranties by AHS Residential, LLC (Guarantor) for property consisting of approximately 28.38 acres located outside of the Town's boundaries at Okeechobee Boulevard, West Palm Beach, Florida (Property).

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

PASSED AND ADOPTED in a regular, adjourned session of the Town Council of the Town of Palm Beach assembled this 10th day of October, 2019.

TOWN OF PALM BEACH

Town Council Meeting on: August 10, 2021

Section of Agenda

Regular Agenda - Old Business

Agenda Title

Overview and Update Regarding the City of West Palm Beach Expert Panel
Review of City's Management of Cyanotoxins in Raw Water Supply

TIME CERTAIN 10:30 A.M.

Time Certain

10:30 A.M.

Presenter

John Potts, Senior Consultant, Kimley-Horn and Associates

ATTACHMENTS:

No Attachments Available

TOWN OF PALM BEACH

Town Council Meeting on: August 10, 2021

Section of Agenda

Regular Agenda - New Business

Agenda Title

Discussion Regarding the Maximum Number of Residential Permit Parking Decals/Visitor Passes Permitted

Presenter

Jay Boodheshwar, Deputy Town Manager

ATTACHMENTS:

- ▣ **a. Memorandum Dated: August 2, 2021 From Jay Boodheshwar, Deputy Town Manager**
- ▣ **b. Ordinance No. 40-2019 - Relating to the Issuance of Decals and Visitor/Service Permits**
- ▣ **c. Letter Dated: July 12, 2021, From Resident**

TOWN OF PALM BEACH

Information for Town Council Meeting on: August 10, 2021

To: Mayor and Town Council

Via: Kirk Blouin, Town Manager

From: Jay Boodheshwar, Deputy Town Manager

Re: Discussion Regarding Potential Modifications to Chapter 134, Article X – On-Street Parking Permits

Date: August 2, 2021

STAFF RECOMMENDATION

Staff recommends Town Council review the information below and the attached letter and provide direction to staff regarding the desired language if there is interest in modifying Chapter 134 of the Town Code, relative to the number of RPP parking decals/visitor passes one can purchase.

GENERAL INFORMATION

At the December 10, 2019, Town Council meeting, the first reading of Ordinance No. 40-2019 was approved after a discussion about the benefits of increasing the allowance of RPP decals/visitor passes from four (4) to eight (8). At the time, staff advised Council that one of the upsides of such a change is the flexibility it provides for residents to have more guests visit their homes, but that one of the downsides of such a change would be the impact on supply and demand, as RPP spaces are first come first serve. Subsequent to the implementation of Ordinance No. 40-2019, which was adopted on January 14, 2020, multiple properties in RPP areas have taken advantage of the increased limit and flexibility of decals and passes. One concern that has been communicated to staff exists on the 200 block of Dunbar. The concern relates to the possibility that the increased number of allowable passed is contributing to an “encouragement” of street parking, even when on-site parking is available, causing an adverse aesthetic impact on this street.

Staff seeks direction from Council relative to its interest in modifying Chapter 134 to possibly reduce the number of decals/passes one can purchase, set a specific ration of decals and passes we will sell, and/or implement regulations that could limit how long cars with visitors’ passes can park on the street.

Attachments

cc: John C. Randolph, Town Attorney
Jane LeClainche, Director of Finance
Nick Caristo, Acting Police Chief
Ben Alma, Code/Parking Enforcement Manager

ORDINANCE NO. 40-2019

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, ARTICLE X. – ON-STREET PARKING PERMITS, AT SECTION 134-2296(C) AND SECTION 134-2327(2); RELATING TO ISSUANCE OF DECALS AND VISITOR/SERVICE PERMITS; ALLOWING FOR THE ISSUANCE OF EIGHT DECALS AND VISITOR/SERVICE PERMITS INSTEAD OF THE FOUR CURRENTLY ALLOWED; 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 134, Article X. – On-Street Parking Permits, at Section 134-2296(c) and Section 134-2327(2), to read as follows:

“Sec. 134-2296. – Issuance of special parking permits upon application.

(c) Visitor/service permits. In addition to the decals issued pursuant to Section 134-2295(b) above, upon application by owner, owner may be issued visitor/service permits, which permits may be used by such owner for the sole purpose of providing parking on a temporary basis to service vehicles which are conducting work at such owner's premises or for visitors of such owner's residence. The permits shall be used only for the period of time during which business is to be conducted by the service vehicles or for the duration of stay of a visitor to the residence for which the permit is issued. No more than a total of ~~four~~ eight permits, including decals and visitor/service permits, shall be issued for each property.

“Sec. 134-2327. – Issuance.

(2) *Visitor/service permits* In addition to the Resident permits provided under (1) above, upon application by owner, owner may be issued visitor/service permits, which permits may be used by such owner for the sole purpose of providing parking on a temporary basis to service vehicles which are conducting work at such owner's premises or for visitors of such owner's residence. These permits shall be used only for the period of time during which business is to be conducted by the service vehicles or for the duration of stay of a visitor to the residence for which the permit is issued. No more than a total of ~~four~~ eight permits, including decals and visitor/service permits, shall be issued for each property.

Section 2. Severability.

If any provision of this Ordinance or the application thereof is held invalid, such invalidity shall not affect the other provisions or applications of this Ordinance which can be given effect without the invalid provisions or applications, and to this end the provisions of this Ordinance are hereby declared severable.

Section 3. Repeal of Ordinances in Conflict.

All other ordinances of the Town of Palm Beach, Florida, or parts thereof which conflict with this or any part of this Ordinance are hereby repealed.

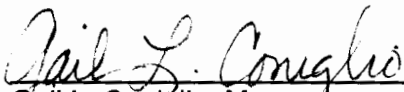
Section 4. Codification.

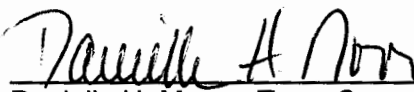
This Ordinance shall be codified and made a part of the official Code of Ordinances of the Town of Palm Beach.

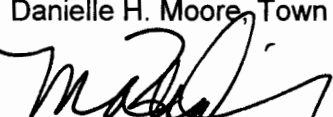
Section 5. Effective Date.

This Ordinance shall take effect immediately upon its passage and approval, as provided by law.

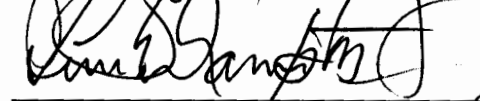
PASSED AND ADOPTED in a regular, adjourned session of the Town Council of the Town of Palm Beach on first reading this 10th day of December, 2019, and for second and final reading on this 14th day of January, 2020.

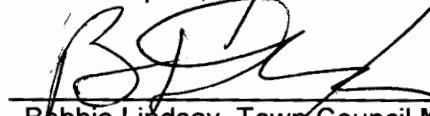

Gail L. Coniglio, Mayor


Danielle H. Moore, Town Council President

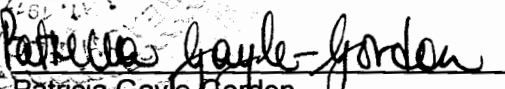

Margaret A. Zeidman, Council President Pro Tem


Julie Araskog, Town Council Member


Lew Crampton, Town Council Member


Bobbie Lindsay, Town Council Member

ATTEST:


Patricia Gayle Gordon
Acting Town Clerk

Tim Moran
257 Dunbar Road
Palm Beach, FL 33480

July 12, 2021

Jay Boodeshwar
360 South County Road
P.O. Box 2029
Palm Beach, FL 33480

Hi Jay,

I am following up on our conversation regarding the number of parking permits the town will issue to residents. Currently, as you are aware, up to eight parking permits may be purchased by homeowners. I would argue that this number is too high.

I feel it is inappropriate to issue more permits than there are spaces available for on any street and especially in the event where the number of permits issued to any one homeowner would mandate that the vehicles would need to park in front of other peoples' homes.

My concern stems from an issue we are experiencing here on Dunbar. As you are aware, to adjust to the recent parking restrictions on County Rd, we on Dunbar went to a permit parking street. This has alleviated a lot of the problem, but we do have at least one neighbor who parks eight vehicles on the street and one or two more who just seem to prefer street parking in lieu of parking on their property.

Dunbar was once a quiet and beautiful tree lined street with open vistas to the water on both the east and west. It now looks more like a commercial zone as very rarely is it free from parked cars during the evenings and weekends. It is my opinion that this reduces the beauty of our street and that feeling of charm that we once enjoyed. Unfortunately, although they are obeying the rules, it seems to be our own neighbors here who are the cause of the problem. Seeing this charm slowly slip away concerns me a great deal as we continue to evolve as a town.

I am not sure what an acceptable resolution would be, if any, but would appreciate if you would voice my concerns to the Town Council.

Respectfully,

Tim Moran

P.S.

Are these residential parking permits allowed to be used for commercial vehicles as well?

TOWN OF PALM BEACH

Town Council Meeting on: August 10, 2021

Section of Agenda

Regular Agenda - New Business

Agenda Title

Request to Have the Ordinances, Rules and Standards Committee Study Sec. 42-230 - Lawn Maintenance, Relative to Hours, Equipment and Noise

Presenter

Jay Boodheshwar, Deputy Town Manager

ATTACHMENTS:

- ▣ **a. Memorandum Dated August 2, 2021 From Jay Boodheshwar, Deputy Town Manager**
- ▣ **b. Ordinance No. 03-2018- Environment**

TOWN OF PALM BEACH

Information for Town Council Meeting on: August 10, 2021

To: Mayor and Town Council

Via: Kirk Blouin, Town Manager

From: Jay Boodheshwar, Deputy Town Manager

Re: Request to Have the Ordinance, Rules and Standards Committee to Study Section 42-230 of the Town Code of Ordinances, Relative to Lawn Maintenance Hours, Equipment, and Noise

Date: August 2, 2021

STAFF RECOMMENDATION

Staff requests direction from Town Council regarding the request to have the Ordinance, Rules, and Standards (ORS) Committee of the Town Council study the potential amendments of the Town Code of Ordinances at Section 42-230, relative to lawn maintenance hours, equipment, and noise.

GENERAL INFORMATION

After several months of study by the ORS Committee, including multiple community input sessions, Ordinance No. 03-2018 (attached) was adopted by the Town Council on February 13, 2018, amending sections 42-198, 42-199, and 42-230 of the Town Code, which modified the dates and times when lawn maintenance was permitted and implemented regulations for the use of leaf blowers. Council President Pro Tem, Bobbie Lindsay, and Council Member, Julie Araskog, have both recently expressed interest in having ORS further study section 42-230, which currently reads as follows:

“Sec. 42-230. Lawn maintenance.

- (a) Lawn maintenance in the town shall be limited to the hours outlined for construction work at section 42-199 and leaf blowers shall be subject to the same restrictions as heavy equipment as described in said section.
- (b) Nothing in this section shall preclude the operation of lawn maintenance equipment by residents after 9:00 a.m. on Saturdays, Sundays or legal holidays, including the Friday immediately after Thanksgiving. Further, golf course maintenance equipment within the town is not restricted during the hours outlined herein: however, such golf course maintenance equipment shall not be used before 8:00 a.m. or after 5:30 p.m. on any day at locations within 300 feet of residential properties, except in the event of valid emergencies and once per month for purposes of chemical spraying or fertilizing. The sound level meter measurement shall be

no greater than 75 dBA measured 50 feet from the point of operation of the equipment. The sound level meter measurement shall not be applicable to lawn maintenance equipment used on golf courses.

- (c) Lawn maintenance equipment includes but is not limited to lawn mowers, edgers, hedge trimmers, yard tractors, leaf blowers, lawn vacuum machines, and monofilament line grass trimmers.
- (d) Leaf blowers shall not exceed a decibel level of 65 dBA as measured at 50 feet from the point of operation. It shall be unlawful to blow, sweep or rake yard trash or clippings into the public street or storm drains.
- (e) There shall be no commencement of large scale landscape installation at any time on Saturdays.”

If Town Council agrees with the request to have ORS further study this section, please provide direction to staff and advise of any particular issues you would like examined before returning to Town Council with recommendations.

Attachment

cc: John C. Randolph, Town Attorney
H. Paul Brazil, P.E., Director of Public Works
Wayne Bergman, Director of Planning, Zoning and Building
Nick Caristo, Police Chief
Ben Alma, Support Services Manager

ORDINANCE NO. 03-2018

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, AMENDING THE TOWN CODE OF ORDINANCES AT CHAPTER 42, ENVIRONMENT, ARTICLE V, NOISE; AMENDING SECTION 42-198, RELATING TO THE OPERATION OF CERTAIN MACHINERY; EXPANDING THE PERIOD OF THE YEAR DURING WHICH THERE IS A PROHIBITION ON THE OPERATION OF SAID MACHINERY; PROVIDING FOR ADDITIONAL PROHIBITIONS; AMENDING SECTION 42-199, HOURS FOR CONSTRUCTION WORK, AT SUBSECTION (b) SO AS TO EXPAND THE LIMITATIONS ON THE MONTHS, DATES AND TIMES DURING WHICH CONSTRUCTION WORK MAY BE UNDERTAKEN; AMENDING SECTION 42-230, LAWN MAINTENANCE EQUIPMENT NOISE, SO AS TO PROVIDE THAT LAWN MAINTENANCE SHALL BE LIMITED TO THE HOURS OUTLINED FOR CONSTRUCTION WORK SET FORTH IN SECTION 42-199; PROVIDING EXCEPTIONS FOR THE OPERATION OF LAWN MAINTENANCE EQUIPMENT BY RESIDENTS, AND FOR GOLF COURSE MAINTENANCE EQUIPMENT; PROVIDING REGULATIONS RELATING TO THE OPERATION OF LEAF BLOWERS, AND PROHIBITING THE COMMENCEMENT OF LARGE SCALE LANDSCAPE INSTALLATION AT ANY TIME ON SATURDAYS; 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 42, Environment, Division V, Noise, Section 42-198 to read as follows:

"Sec. 42-198. Operation of certain machinery during winter, Saturdays, Sundays and legal holidays, including the Friday immediately after Thanksgiving.

- (a) *Prohibited.* During the period of the year commencing on the Monday prior to Thanksgiving of each year and ending April 30 no person shall operate or cause to be operated the following machinery or equipment within the town:
 - (1) Dredges, whether used in making hydraulic fills, dry fills, piledriving or any other purpose.

- (2) Hammer-driven piledrivers, whether operated from water or land, or from motor truck or tractor, and whether stationary or moveable.
- (3) Gasoline, diesel and/or steam engines, operated in such a manner as to emit odors or noises offensive or disagreeable to the inhabitants of the town.
- (4) Dry sandblasting machines and jackhammers.
- (5) Any other class of machinery or appliance that in its operation would render the enjoyment of property within the town less agreeable than if such appliances or machinery were not operated.

(b) *Exceptions.*

- (1) It shall be within the discretion of the town council when, in its opinion, the operation of any of the prohibited machinery or appliances mentioned in subsection (a) of this section shall not be overly offensive to the residents or inhabitants of the town, in the vicinity of the equipment's operation, to grant an exception to this section.
- (2) The operation of equipment relating to essential services of the town and equipment operation during emergency conditions shall be exempt from subsection (a) of this section."

Section 2. Chapter 42, Article V, of the Town's Code of Ordinances is hereby amended at Section 42-199 to read as follows:

"Sec. 42-199. - Hours for construction work.

- (a) *Definitions.* The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

Construction work means work of a physical nature requiring a permit in accordance with the provisions of this Code and/or violates the conditions of section 42-198 and/or violates the conditions of this section, and/or causes excessive noise as defined by section 42-228.

- (b) *Limited.* Beginning on the Monday preceding Thanksgiving, and during the months of December, January, February, March, and April of each year, construction work not otherwise prohibited by Section 42-198 or other work resulting in noise tending to disturb the people in the vicinity thereof shall not begin until the hour of

8:00 a.m., and shall cease at the hour of 5:00 p.m., except Saturday, Sunday, and legal holidays, when all construction work is prohibited. In no event shall heavy equipment or other construction-related noise be permitted before 9:00 a.m. At all other times such work may commence at 8:00 a.m. and cease at the hour of 6:00 p.m., except Saturdays, Sundays and legal holidays, including the Friday immediately after Thanksgiving, when all construction work is restricted or prohibited. Construction work is permissible on Saturdays from May through the Monday preceding Thanksgiving, but subject to the following restrictions: work shall not begin until the hour of 9:00 a.m. and shall cease at the hour of 5:00 p.m.; all work must be quiet in nature during which all of the noise and machinery prohibitions identified in Section 42-198 are applicable; material deliveries are prohibited in all cases unless the Building Official waives such restriction due to compelling circumstances; concrete pours and concrete sawing is prohibited unless the Building Official waives such restriction due to compelling circumstances; and the razing of buildings is prohibited, with the exception of non-mechanized debris clean-up. The permitted hours for construction work in the C-WA zoning district shall be from 8:00 a.m. until 8:00 p.m. during the months commencing May 1 and ending on October 31, except Sundays and legal holidays, when all construction work is prohibited.

(c) *Exceptions.*

- (1) It shall be within the discretion of the town council when in its opinion the operation of any of the prohibited machinery or appliances mentioned in subsection 42-198(a) shall not be overly offensive to the residents or inhabitants of the town in the vicinity of the equipment's operation to grant an exception to this section.
- (2) The operation of equipment relating to essential services of the town and equipment operating during emergency conditions shall be exempted from subsection (a).
- (3) At the discretion of the director of planning, zoning and building, or his representative, emergency work for nontown related essential services may be authorized at any time during the year.
- (4) Interior work not resulting in noise tending to disturb people in the vicinity thereof, shall be allowed during the hours of 9:00 a.m. and 5:00 p.m. on Saturdays during the period commencing on the Monday preceding Thanksgiving and ending on April 30.
- (5) The town council, in its discretion, for the benefit of the health, safety and welfare of the residents of the town may,

by resolution, temporarily amend the hours for construction work referenced herein."

Section 3. The Code of Ordinances of the Town of Palm Beach is hereby amended at Chapter 42, Environment, Division V, Noise, Section 42-230, to read as follows:

"Sec. 42-230. Lawn maintenance.

- (a) Lawn maintenance in the town shall be limited to the hours outlined for construction work at section 42-199 and leaf blowers shall be subject to the same restrictions as heavy equipment as described in said section.
- (b) Nothing in this section shall preclude the operation of lawn maintenance equipment by residents after 9:00 a.m. on Saturdays, Sundays or legal holidays, including the Friday immediately after Thanksgiving. Further, golf course maintenance equipment within the town is not restricted during the hours outlined herein; however, such golf course maintenance equipment shall not be used before 8:00 a.m. or after 5:30 p.m. on any day at locations within 300 feet of residential properties, except in the event of valid emergencies and once per month for purposes of chemical spraying or fertilizing. The sound level meter measurement shall be no greater than 75 dBA measured 50 feet from the point of operation of the equipment. The sound level meter measurement shall not be applicable to lawn maintenance equipment used on golf courses.
- (c) Lawn maintenance equipment includes but is not limited to lawn mowers, edgers, hedge trimmers, yard tractors, leaf blowers, lawn vacuum machines, and monofilament line grass trimmers.
- (d) Leaf blowers shall not exceed a decibel level of 65 dBA as measured at 50 feet from the point of operation. It shall be unlawful to blow, sweep or rake yard trash or clippings into the public street or storm drains.
- (e) There shall be no commencement of large scale landscape installation at any time on Saturdays."

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.

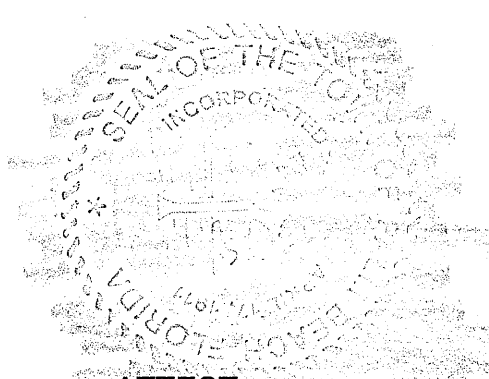
Section 6. Codification.

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 9th day of January, 2018, and for second and final reading on this 13th day of February, 2018.


Gail L. Coniglio
Gail L. Coniglio, Mayor

Richard M. Kleid
Richard M. Kleid, Town Council President

Danielle H. Moore
Danielle H. Moore, Council President Pro Tem

Julie Araskog
Julie Araskog, Town Council Member

Bobbie Lindsay
Bobbie Lindsay, Town Council Member

ATTEST:

Kathleen Dominguez
Kathleen Dominguez, Town Clerk

Margaret A. Zeldman
Margaret A. Zeldman, Town Council Member

TOWN OF PALM BEACH

Town Council Meeting on: August 10, 2021

Section of Agenda

Ordinances - Second Reading

Agenda Title

Amendment to the Town Charter Regarding Town Caucus and Qualifying Dates

ORDINANCE NO. 018-2021 An Ordinance of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Amending the Town Charter at Section 5.03, Relating to Qualifications, to Modify the Date to Qualify for Election to the First Tuesday of December of Each Year or on a Date at Least Ninety-Five (95) Days Prior to the March Election Date, Whichever Comes First; Further Amending the Town Code of Ordinances at Chapter 34, Elections at Article II, Candidate, Division 2, Caucus, Section 34-56, Calling and Notice of Election to be Consistent with Section 5.03 of the Town Charter, Providing that the Date of the Town Caucus be Held on the First Tuesday of December of Each Year or on a Date at Least Ninety-Five (95) Days Prior to the March Election Date, Whichever Comes First; Providing for Severability; Providing for Codification; Providing for an Effective Date.

Presenter

Queenester Nieves, CMC, Town Clerk

ATTACHMENTS:

- ▣ **Ordinance No. 18-2021 Qualifying Dates**

ORDINANCE NO. 018-2021

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA AMENDING THE TOWN CHARTER AT SECTION 5.03, RELATING TO QUALIFICATIONS, TO MODIFY THE DATE TO QUALIFY FOR ELECTION TO THE FIRST TUESDAY OF DECEMBER OF EACH YEAR OR ON A DATE AT LEAST NINETY-FIVE (95) DAYS PRIOR TO THE MARCH ELECTION DATE, WHICHEVER COMES FIRST; FURTHER AMENDING THE TOWN CODE OF ORDINANCES AT CHAPTER 34, ELECTIONS AT ARTICLE II, CANDIDATE, DIVISION 2, CAUCUS, SECTION 34-56, CALLING AND NOTICE OF ELECTION TO BE CONSISTENT WITH SECTION 5.03 OF THE TOWN CHARTER, PROVIDING THAT THE DATE OF THE TOWN CAUCUS BE HELD ON THE FIRST TUESDAY OF DECEMBER OF EACH YEAR OR ON A DATE AT LEAST NINETY-FIVE (95) DAYS PRIOR TO THE MARCH ELECTION DATE, WHICHEVER COMES FIRST; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Florida Statute Section 101.62(4)(a), the Supervision of Elections' office shall send a vote-by-mail ballot to each absent uniform services voter and to each overseas voter who has requested a vote-by-mail ballot no later than 45 days before each presidential preference primary election, primary election, and general election; and

WHEREAS, the Town's Charter provides that the Mayor and Town Council members shall be elected at the general election held on the second Tuesday in March each year; and

WHEREAS, the Town's Charter and the Town Code provide that candidates for the office of Mayor or Town Council shall qualify for such offices by (a) Being nominated by an elector of the Town and seconded by at least three (3) electors at the Town Caucus to be held on the second Tuesday of January of each year and (b) Being endorsed by petition signed by at least twenty-five (25) electors filed with the Town Council no later than 5:00 p.m. on the day following the Town Caucus; and

WHEREAS, a conflict exists between the Town Charter, the Town Code and Florida Statute Section 101.62(4)(a) relating to municipal elections in that the Town's qualifying period and the election date, as presently prescribed, do not allow sufficient time for the ballot to be created and approved and sent to an overseas voter pursuant to Florida Statute Section 101.62(4)(a); and

WHEREAS, it is therefore required that the Town Charter and the Town Code be amended to modify the date of the qualification period for candidates and the date of general elections in the Town.

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 Charter is hereby amended at Section 5.03, Qualifications, to read as follows:

Section 5.03 – Qualifications.

Candidates for the office of Mayor or Town Council shall qualify for such offices by:

(a) Being nominated by an elector of the Town, and seconded by not more than three (3) electors, at the Town Caucus to be held on the first Tuesday of December of each year or on a date at least ninety-five (95) days prior to the March election date, whichever comes first.

(b) Being endorsed by petition signed by at least twenty-five (25) electors, filed with the Town Clerk no later than 5:00 p.m. on the day following the Town Caucus.

Section 2. Calling and Notice of Caucus. The Town Code of Ordinances is hereby amended at Article II, Officials, Section 34-56, to read as follows:

Sec. 34-56. - Calling and Notice of Caucus.

Each year the Town Clerk shall call a caucus of the qualified voters of the Town for the purpose of nominating candidates for Mayor and the Town Council. Such caucus shall be held as provided by section 5.03 of the Charter and shall be called by the Clerk publishing the following notice in a newspaper having a general circulation in the Town on the three (3) Mondays immediately preceding the Qualification Date:

Notice to the Qualified Voters of
the Town of Palm Beach

You and each of you are hereby notified that a caucus of the qualified voters of the Town of Palm Beach, Florida, will be held in the town council chambers of the town hall at 7:00 p.m. on the first Tuesday of December, or _____ (date) (which is a date at least ninety-five (95) days prior to the election date), whichever comes first, for the purpose of nominating a Mayor and _____ Councilmembers, to be voted on at the general election to be held in the Town on the second Tuesday in March.

All qualified voters of the Town are entitled to be present and to place in nomination such candidates as they desire. For a nomination to be effective, it must be seconded by not more than three (3) electors and all nominations and seconds thereto may be made only by qualified voters of the Town.

Dated, _____ day of _____, 20__.

/s/ _____
Town Clerk

All other sections of Section 34-56 shall remain unchanged.

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 6. Codification.

This Ordinance shall be codified and made a part of the official Code of Ordinances of the Town of Palm Beach.

Section 7. Effective Date.

This Ordinance shall take effect immediately upon its passage and approval, as provided by law.

PASSED AND ADOPTED in a regular, adjourned session of the Town Council of the Town of Palm Beach on first reading this 13th day of July, 2021, and for second and final reading on this 10th day of August, 2021.

Danielle H. Moore, Mayor

Margaret A. Zeidman, Town Council President

Bobbie Lindsay, Council President Pro Tem

ATTEST:

Julie Araskog, Town Council Member

Queenester Nieves, CMC
Town Clerk

Edward A. Cooney, Town Council Member

Lewis S.W. Crampton, Town Council Member