



TOWN COUNCIL MEETING

TOWN OF PALM BEACH

JANUARY 13, 2026

9:30 AM

TOWN HALL COUNCIL CHAMBERS, 2ND FLOOR | 360 SOUTH COUNTY RD | PALM BEACH, FL 33480

Danielle H. Moore, Mayor
Bobbie D. Lindsay, President
Lew Crampton, President Pro Tem
Julie Araskog
Ted Cooney
Bridget Moran

AGENDA

CALL TO ORDER AND ROLL CALL

INVOCATION AND PLEDGE OF ALLEGIANCE

APPROVAL OF CONSENT AGENDA

1. Minutes of the December 5, 2025, Special Town Council Meeting
2. Minutes of the December 9, 2025, Town Council Meeting
3. Minutes of the December 10, 2025, Local Planning Agency Meeting
4. Minutes of the December 10, 2025, Town Council Development Review Meeting
5. Minutes of the December 19, 2025, Architectural Commission Meeting
6. **1-2026** A Resolution of the Town Council of the Town Of Palm Beach, Palm Beach County, Florida, awarding ITB No. 2026-004, Coconut Row Watermain Replacement to Johnson Davis Incorporated in the amount of \$2,695,500, approving a contingency in the amount of \$539,100 and approving a project budget in the amount of \$3,234,600.
7. **2-2026** A Resolution of the Town Council of the Town Of Palm Beach, Palm Beach County, Florida, accepting a donation from the Police and Fire Foundation in the amount of \$122,760 for the purchase of four (4) Siemens EPOC point-of-care testing devices, printers, and associated startup costs related for Palm Beach Fire Rescue.
8. **3-2026** A Resolution of the Town Council of the Town Of Palm Beach, Palm Beach County, Florida, approving purchase orders for four (4) Siemens EPOC point-of-care testing devices, printers, and associated startup costs in the amount of \$122,760 for Palm Beach Fire Rescue.
9. **4-2026** A Resolution of the Town Council of the Town Of Palm Beach, Palm Beach County, Florida, approving a purchase order to Ten-8 for the purchase of a Braun Rescue Vehicle in the amount of \$615,019.50, approving a contingency in the amount of \$5,000 and approving a project budget in

the amount of \$620,019.50.

10. **7-2026** A Resolution of the Town Council of the Town Of Palm Beach, Palm Beach County, Florida, amending the Town's Investment Policy for the Town's Retirement System, OPEB System and the Surplus Funds.
11. Request to Hear Proposed Ordinance Nos. 034-2025 and 035-2025, prior to 5:00 p.m. on the Wednesday, January 14, 2026, Town Council Development Review Meeting agenda.
12. Vessel Enforcement Update - Lake Worth Lagoon
13. Request from the Hope for Depression Research Foundation for 2026 Palm Beach Race of Hope to Defeat Depression 5K Event

APPROVAL OF AGENDA

ADMINISTRATION OF THE OATH

COMMENTS

14. MAYOR AND TOWN COUNCIL MEMBERS
15. PUBLIC - 3 MINUTE LIMIT

For those unable to attend in person: [Submit a written comment](#) [Register to comment virtually](#)

GENERAL BUSINESS

16. Recognition of Melissa Ceriale for her Service on the Shore Protection Board from May 2017 to December 2025
17. Recognition of Erick Reickert for his Service on the Shore Protection Board from December 2019 to December 2025
18. Recognition of Nicki McDonald for her service on the Planning and Zoning Commission from March 2021 to December 2025.
19. Discuss March 2026 Meeting Dates
20. Annual Report of the Recreation Advisory Commission
21. Appointments to the Code Enforcement Board
22. Shore Protection Board Recommendation for Study of Mid-Town Beach Renourishment Options
23. Monumental Public Art Gift Donation Request/Proposal
24. **MATTERS PULLED FROM CONSENT AGENDA**

UNFINISHED BUSINESS

25. Town-Wide Undergrounding Project
 - 25.1 Review of Project and Dashboard, Summary of Project Status
 - 25.2 Paving Options for Remaining Undergrounding Phases

26. U.S. Corps of Engineers Request for Continuing Waivers of Town Ordinances for Bonefish Cove Construction

NEW BUSINESS

27. Presentation on Possible Property Tax Impacts to the Town of Palm Beach

ANY OTHER BUSINESS

ADJOURNMENT

Access this meeting video on the 'Public Meetings' page at www.townofpalmbeach.com.

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

Disabled persons needing accommodations to participate in this meeting should contact the Town Clerk's Office at (561) 838-5416 at least one day prior to the meeting.



TOWN OF PALM BEACH

Minutes of the Special Town Council Meeting Held on December 5, 2025

CALL TO ORDER AND ROLL CALL

The meeting was called to order at 09:30 AM in the Town Council Chambers.

Members Present: Ted Cooney, Lewis Crampton, Bobbie Lindsay, Danielle Moore, Julie Araskog

Members Absent: Bridget Moran

Staff Present: Kelly Churney

PLEDGE OF ALLEGIANCE

Council President Lindsay led the Pledge of Allegiance.

APPROVAL OF AGENDA

A motion was made by Council Member Araskog and seconded by Council President Pro Tem Crampton to approve the agenda as presented. The motion was carried unanimously, 4-0.

COMMENTS

1. MAYOR AND TOWN COUNCIL MEMBERS

Mayor Moore congratulated Nicki McDonald and Bridget Moran on being elected by acclamation. She wished Lew Crampton and John David Corey luck in their campaign. She was sorry to see Bobbie Lindsay stepping down from her seat on the council.

Council President Pro Tem Crampton stated he looked forward to the upcoming campaign. He hoped to convey the work of the Town Council over the past years that he has been on the dais.

Council Member Araskog congratulated Bridget Moran and Nicki McDonald and looked forward to continuing to work with them. She also looked forward to a positive campaign between Lew Crampton and John David Corey. She stated that she had enjoyed working with Bobbie Lindsay for the past nine years.

Council President Lindsay congratulated Bridget Moran and Nicki McDonald and looked forward to continuing to work with them. She wished the best of luck to Lew Crampton and John David Corey in their campaign.

2. PUBLIC - 3 MINUTE LIMIT

No one indicated a desire to speak.

GENERAL BUSINESS

- 3. 174-2025** A Resolution Of The Town Council Of The Town Of Palm Beach, Palm Beach County, Florida, Declaring The Results Of The Town Caucus; Directing The Town Clerk Of Said Town To Place The Names Of Certain Candidates On The Official Ballot For The General Election To Be Held In Said Town On The Tenth Day Of March 2026; Adopting The Official Ballot To Be Used In Said Election; Authorizing The Town Clerk To Arrange For Voting Equipment To Be Used In Said Election; And Directing The Mayor Of Said Town To Issue A Proclamation Of Said Election, Naming Therein The Candidates Nominated And Named In The Resolution; And, Designating The Supervisor Of Elections Of Palm Beach County, or Designees, To Serve As The Canvassing Board.

Council President Lindsay read Resolution No. 174-2025 by title.

A motion was made by Council President Pro Tem Crampton and seconded by Council Member Araskog to approve Resolution No. 174-2025. The motion was carried unanimously, 4-0.

- 4. Mayor's Proclamation to the Qualified Electors of the Town of Palm Beach Regarding the Town Election of March 10, 2026**

Mayor Moore read the Proclamation declaring a general election in the Town of Palm Beach on March 10, 2026, between the hours of 7:00 a.m. and 7:00 p.m. for the purpose of electing one Town Council member for Group 1 for a two-year period. The candidates' names for the ballot will be John David Corey and Lewis "Lew" S.W. Crampton. The names of the precincts and polling locations were announced.

ANY OTHER BUSINESS

Council Member Araskog addressed the potential date change for the March Town Council meetings. She asked the Town Council to consider Thursday, March 5, 2026, and Friday, March 6, 2026, as potential dates for that meeting. It was agreed that this item would be discussed at the meeting on Tuesday, December 9, 2025.

ADJOURNMENT

A motion was made by Council Member Cooney and seconded by Council President Pro Tem Crampton to adjourn the meeting at 9:42 AM. The motion was carried unanimously, 4-0.

APPROVED:

Bobbie D. Lindsay, Town Council President

APPROVED:

Kelly Churney, CMC, Town Clerk

Date: _____



TOWN OF PALM BEACH

Minutes of the Town Council Meeting
Held on December 9, 2025

CALL TO ORDER AND ROLL CALL

The meeting was called to order at 09:30 AM in the Town Council Chambers.

Members Present: Bridget Moran, Ted Cooney, Lewis Crampton, Bobbie Lindsay, Danielle Moore, Julie Araskog

Staff Present: Kirk Blouin, Carolyn Stone, Bob Miracle, Paul Brazil, Kelly Churney, and Town Attorney Joanne O'Connor

INVOCATION AND PLEDGE OF ALLEGIANCE

Town Clerk Churney led the invocation, and Council President Lindsay led the Pledge of Allegiance.

APPROVAL OF CONSENT AGENDA

Council Member Araskog requested that items 11, 12, 14, 15, and 19 be removed from the consent agenda for discussion.

Council Member Cooney requested that item 9 be removed from the consent agenda for discussion.

A motion was made by Council Member Araskog and seconded by Council President Pro Tem Crampton to approve the amended consent agenda. The motion was carried unanimously, 5-0.

1. Minutes of the November 12, 2025, Town Council Meeting
2. Minutes of the November 13, 2025, Local Planning Agency Meeting
3. Minutes of the November 13, 2025, Town Council Development Review Meeting
4. Minutes of the November 21, 2025, Architectural Commission Meeting

5. **141-2025** A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, approving a purchase order to Chen Moore and Associates in the amount of \$249,288, approving a contingency in the amount of \$37,393, and approving a project budget in the amount of \$286,681 for the Pavement Management Master Plan.
6. **172-2025** A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Opposing The Palm Beach County Local Bill Relating To The Fire Rescue Municipal Services Taxing Unit (MSTU); Urging The Palm Beach County Legislative Delegation To Reject Said Bill; Providing For Direction To The Town Clerk; And Providing An Effective Date.
7. **166-2025** A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, approving a purchase order to Coastal Protection Engineering, LLC in the amount of \$196,650, approving a contingency in the amount of \$29,497, and approving a project budget in the amount of \$226,147 for construction support during the Mid-Town Beach Nourishment Project.
8. **167-2025** A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, approving the award of RFP No. 2025-026, Insurance Broker and Actuarial Services to Alliant Insurance Services, Inc., in the amount of \$72,000 and establishing a five-year award in the amount of \$378,000 based on satisfactory performance and annual budget authorization.
9. **168-2025** A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, approving retroactive purchase orders in the amount of \$212,812 for the purchase of six vehicles for the Police Department.

Council Member Cooney said the new look of the Police vehicles took the community by surprise. He noted that police vehicles are one of the most visible representations of the community's brand. The change saddened him, and he felt that in the future, the Town Council should be part of any discussion involving the rebranding of something so publicly visible.

Council Member Moran thought the new police vehicles resembled those of private security companies. She also noted that she had not noticed any introduction of the new look to the public.

Chief Caristo noted that the town had saved money with new colors. He stated that a committee had been assigned to develop the design.

Council Member Araskog preferred this color.

A motion was made by Council Member Cooney and seconded by Council Member Araskog to approve Resolution No. 168-2025. The motion was carried unanimously, 5-0.

10. **169-2025** 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. in amount of \$194,800, approving a contingency in the amount of \$29,220 and approving

a project budget in the amount of \$224,020 for Design Phase Services, Permitting Services and Bid Phase Services for the E08 and E-21 Ejector Stations.

- 11. 171-2025** A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, approving the award of ITB No. 2026-001, D-17 Stormwater Pump Station and E-13 Wastewater Pump Station Rehabilitation to Hinterland Group, Inc. in the amount of \$4,443,000, approving a contingency in the amount of \$888,600 and approving a project budget in the amount of \$5,331,600

Council Member Araskog asked to pull items 11 & 12 due to the expense of the two resolutions.

Julie Parham explained the expenditures.

Council Member Araskog mentioned that this is critical for resiliency and rising waters.

Council Member Cooney noted that there was no visual change, and Ms. Parham confirmed the same.

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

A motion was made by Council Member Araskog and seconded by Council Member Cooney to approve Resolution No. 171-2025. The motion was carried unanimously, 5-0.

- 12. 173-2025** A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, approving a purchase order to Mock, Roos & Associates, Inc. \$393,920, approving a contingency in the amount of \$59,088 and approving a project budget in the amount of \$453,008 for Construction Phase Services for D-17 and E-13 Wastewater Pump Station Rehabilitation Construction

A motion was made by Council Member Araskog and seconded by Council President Pro Tem Crampton to approve Resolution No. 173-2025. The motion was carried unanimously, 5-0.

- 13.** Request to Hear Proposed Ordinance No. 033-2025, prior to 5:00 p.m. on Wednesday, December 10, 2025, Town Council Development Review Meeting agenda.

- 14.** Acceptance of Department of Homeland Security Grant Funds

Council Member Araskog wanted to ensure that the Town of Palm Beach Police Department would not target individuals or pursue them.

Chief Caristo stated that the Police Department would be proactive but would not target or participate in any raids.

Mr. Blouin added that nothing has changed operationally since 1989, when he began his tenure with the town.

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

A motion was made by Council Member Araskog and seconded by Council Member Moran to

approve the acceptance of Department of Homeland Security Grant Funds. The motion was carried unanimously, 5-0.

15. Acceptance of Florida Department of Law Enforcement (FDLE) Grant Funds

A motion was made by Council Member Araskog and seconded by Council Member Moran to approve the acceptance of Florida Department of Law Enforcement (FDLE) Grant Funds. The motion was carried unanimously, 5-0.

16. Authorization for 214 Brazilian Ave – Use of Right-of-Way During Season

17. Authorization for 304 S County Rd – Use of Right-of-Way During Season

18. Authorization for 363 Cocoanut Row – Use of Right-of-Way During Season

19. Authorization for 360 S Ocean Blvd – Use of Right-of-Way During Season

APPROVAL OF AGENDA

Town Clerk Churney announced the following changes to the agenda: the addition of the US Polo Marathon – December 13 and 14, 2025, the addition of ZON-24-0043 (COA-24-0018) 100, 101, 102, & 103 FOUR ARTS PLZ –The Society of the Four Arts - Discussion and Direction Regarding Proposed Construction Screening & Temporary Directional Signage, and the addition of a discussion regarding the March 2026 Meeting Dates.

A motion was made by Council Member Araskog and seconded by Council Member Cooney to approve the amended agenda. The motion was carried unanimously, 5-0.

COMMENTS

20. MAYOR AND TOWN COUNCIL MEMBERS

Mayor Moore announced the following December Milestones: 10 years of service for Joshua Stewart (PW) and 20 years of service for Michael Messner (FR). The mayor highlighted several key updates, including the extension of 2025 parking sticker usage into early 2026 while the Town transitions to a new parking software system, and the implementation of revised construction and landscaping hours designed to reduce traffic impacts during peak season. She also reminded residents that car carriers are prohibited from loading or unloading vehicles anywhere within the town limits, with violations subject to enforcement by Code. Finally, she expressed deep appreciation for the Town staff, acknowledging the continued success of the Mayor's General Employee Appreciation Fund, which provides annual bonuses and reflects the community's strong support for the Town's dedicated general employees. She reminded everyone to RSVP for the Palm Beach Chamber Breakfast on December 17, 2025, at 7:30 a.m. She also thanked the Police and Fire Foundation, Chief Caristo, and Chief Baker for a successful Public Safety Day.

Council Member Moran was happy to be nominated and running unopposed. She stated she would continue to work hard for the Town.

Council President Pro Tem Crampton thanked everyone for their good wishes to his wife, Kathleen. He asked Mr. Brazil about the town's plan for trees. Mr. Brazil responded that staff is working with an arborist to determine where new trees will thrive, and a master plan will be

developed for presentation to the Town Council.

Council Member Araskog thanked Chief Caristo and Chief Baker for a successful Public Safety Day. It was a great event, especially for children. Happy Hanukkah, Merry Christmas, and Happy Holidays. Council Member Araskog would like to revisit the topic of generators on roofs for next month. She congratulated Council Member Moran and stated she looked forward to working with her on the Council for another two years. She also said she was looking forward to working with Nicki McDonald and extended good luck to other participants in the election.

Council Member Cooney stated that the public safety event was fantastic! He thanked everyone who was involved in the event. The Worth Avenue tree lighting was also a nice event, and he noticed that public safety was great at that event. He asked Mr. Brazil about patches, noting that some located on the north end are starting to sink. Mr. Brazil stated he would take care of them.

Council President Pro Tem Crampton acknowledged the fire rescue and the great job they did in responding when his wife had an incident. Both Chiefs do a great job taking care of Town.

Council Member Araskog thanked the employees for attending the public safety event on their day off. She noticed people putting up signs in the right-of-way, which is not allowed. Mr. Brazil stated that someone had taken care of the signs before the staff arrived.

Council President Lindsay wished everyone a Happy Hanukkah, Merry Christmas, and Happy Holidays. She also recognized and thanked public safety staff.

21. PUBLIC - 3 MINUTE LIMIT

Bill Mays, 1701 S Flagler Drive, had some complaints about noise from airplanes. He asked why, when President Trump is not in town, air traffic cannot return to normal, and when the President is in town, why can't the flight paths be altered? He stated that he was also speaking on behalf of his neighbors. Mayor Moore responded that Palm Beach residents also must live with the aircraft noise, and the FAA, along with the Secret Service, is responsible for making those decisions as a matter of national security. Council Member Araskog suggested writing letters. Mr. Blouin agreed with Mayor Moore and Council Member Araskog, further confirming that the town has no control over air traffic patterns or noise. Council President Pro Tem Crampton sits on the Air Noise Committee, and a meeting is scheduled for Thursday at 1:30 p.m. in the Airport Administrative Offices. He encouraged Mr. Mays to attend and make comments on the record.

Anthony Clarke Smith, 235 Sunrise Avenue, discussed the opening of Root Avenue. He encouraged any suggestions that would help open the avenue. He also discussed the Clarke Avenue Beach easement. He noted that no structures were to be constructed on that beach. He suggested this be a point of discussion in February, asserting that the property belongs to the Town of Palm Beach.

Allison Irwin Held, 167 Root Trail, brought up concerns about the beach access area located at Root Beach. She stated that the beach access was closed in October due to concerns about erosion, which no longer exist. She requested an explanation of how long the access would be restricted. Mr. Brazil stated that the beach gate was locked because it was unsafe. He recommended keeping the gate locked due to the unsafe conditions.

Diane Buehler, Friends of Palm Beach, provided an update on progress made by volunteers. She also reported on new educational signs for sea turtles. She announced an upcoming community clean-up event.

GENERAL BUSINESS

22. Presentation from Amelia Jadoo, Executive Director, Palm Beach County League of Cities

Mayor Moore introduced Amelia Jadoo, Executive Director of Palm Beach County League of Cities.

Ms. Jadoo stated that she had been onboard for two months and provided an overview of the activities and representation being provided by the Palm Beach County League of Cities on behalf of Palm Beach municipalities. She stated they would be representing the collective interests that are impacting Palm Beach cities, including property taxes.

Council President Pro Tem Crampton encouraged Ms. Jadoo to return and provide the Town Council with an update on the tax issues.

Council Member Araskog said it would be essential to educate residents about the unintended consequences associated with a change to property taxes.

Mayor Moore commented that the impact would be less significant to the Town of Palm Beach than to other communities of a lesser economic status.

Council Member Moran congratulated Ms. Jadoo on her new position and thanked her for the update.

Mr. Blouin noted that there was a good video presentation by Palm Beach County regarding the legislative bills, and staff would distribute the presentation to Town Council members.

23. Appointments to the Shore Protection Board

The following residents presented their application and qualifications for the Shore Protection Board openings and answered all questions: Warren Belmar, Tim Cohan, Austin Fragomen, Page Lee Hufty, Tim O'Hara, and Joel Zylstra.

A motion was made by Council Member Araskog and seconded by Council Member Moran to appoint Tim Cohan, Austin Fragomen, and Joel Zylstra as regular members of the Shore Protection Board. The motion was carried unanimously, 5-0.

24. 161-2025 A Resolution of the Town Council of the Town Of Palm Beach, Palm Beach County, Florida, Town Right of Way Manual Revisions

Town Engineer Patricia Strayer provided the information on the resolution and read it by title.

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

A motion was made by Council Member Araskog and seconded by Council President Pro Tem Crampton to approve Resolution 161-2025. The motion was carried unanimously, 5-0.

25. Utility Locate Requirements

Assistant Director of Public Works Jason Debrincat presented information from the 811 and State of Florida websites. He explained the process of utility locate requirements, noting that a municipality may not modify the process.

Council Member Araskog asked what happens when a utility cannot be located. Mr. Debrincat responded. She asked about the penalty for violations. Mr. Debrincat responded that the penalty is spelled out in the statute, and it is significant. She asked if the town charges any fees in relation to utility locates. Mr. Debrincat stated that the town has one employee who performs utility locates. He said the town is not allowed to charge a fee.

Council Member Moran was impressed with the amount of work completed by Public Works. She suggested establishing an academy to educate residents about the various projects undertaken by the Public Works department.

Council President Pro Tem Crampton thanked Mr. Debrincat for the presentation and inquired about the frequency of system failures. Mr. Debrincat said that with this program, the system failures are minimal.

Council President Lindsay noted that she had requested that this item be added to the agenda because painted marks on the pavement last a long time. Mr. Debrincat stated that the paint lasts 30 days, but Mr. Brazil noted that the paint is sometimes refreshed after 30 days. She asked if flags or pins could be used instead of paint. Mr. Debrincat responded.

Council Member Cooney asked about the area of the markings, and Mr. Debrincat explained the process for marking utilities.

Council Member Araskog asked if the town could require that markings be removed upon project completion. Messrs. Brazil and Blouin stated that the State Statute does not allow a municipality to remove any markings.

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

26. MATTERS PULLED FROM CONSENT AGENDA

UNFINISHED BUSINESS

27. 160-2025 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Adopting a Donor Recognition and Signage Policy; providing for an effective date;

Carolyn Stone presented the Resolution and answered questions.

Council Member Moran thanked Ms. Stone; she thought it was well done and that the change

would benefit the town.

Council Member Araskog asked for a few amendments to the policy. Ms. Stone reviewed three amendments to the policy. She stated that the suggestions considered for the policy were: 1) to add in the definitions section, the naming rights revocation definition; 2) under Section 7, language regarding naming rights revocation definition; and 3) under public disclosure, addition of "according to public records laws."

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

Council President Pro Tem Crampton commended Ms. Stone on the process and the product.

A motion was made by Council Member Araskog and seconded by Council President Pro Tem Crampton to approve Resolution No. 160-2025, with the modifications to the policy outlined by the Town Council. The motion was carried unanimously, 5-0.

28. Town-Wide Undergrounding Project - Review of Project and Dashboard, Summary of Project Status

Ms. Strayer stated there were some very bright lights on Barton that were installed in error. That issue will be addressed in the next couple of weeks. Mayor Moore said it was a difference in the consistency of the lighting. Ms. Strayer noted that shades could be installed to protect the residents from the light if necessary.

Council Member Cooney inquired about the new fixtures that shine light into properties. And Ms. Strayer said that Florida Power and Light has agreed to shade the back side of the lights.

Council President Pro Tem Crampton asked if anything could be done to improve the appearance of the streets, as the quality of the roads in areas that have not been undergrounded needs attention. Mr. Brazil discussed another solution, but it is very messy. Ms. Strayer noted that there are only two areas that have not yet been undergrounded. She stated that staff would investigate the concerns expressed.

NEW BUSINESS

29. Image Pop Studio Filming Permit

Carolyn Stone introduced the item, requesting permission to conduct a fashion catalog shoot at various locations in town from January 26 to 28, with a rain date of January 19, 2026.

Representatives from Image Pop, Colleen Chambers, spoke about the request.

Council Member Moran asked if the requestors would consider earlier hours or doing the shoot out of season. Ms. Chambers and her husband responded that they were adhering to the policies but were amenable to being flexible.

Council Member Araskog inquired about the team and the activities that would occur during the shoot. Ms. Chambers responded, followed by Council Member Araskog, who asked about the brand. She stated that she appreciated the application but was not supportive in season due to

traffic.

Council President Pro Tem Crampton asked about the brand and where it would be seen. The representative stated that it would be displayed in the UK, as well as through social media and the internet.

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

Council Member Cooney was not supportive of the request.

A motion was made by Council Member Cooney and seconded by Council Member Moran to deny the filming permit application. The motion was carried unanimously, 5-0.

30. 170-2025 A Resolution of the Town Council of the Town Of Palm Beach, Palm Beach County, Florida, Approval for the Design Concept and to Accept a Donation to Construct a Beautification Project on the 100 Block of Seaview Avenue

Julie Parham presented the Seaview Ave beautification project. She reviewed the location of proposed trees and showed the different types of trees that could be used in the project. She noted that residents would provide donations to cover the costs of the project.

Mr. Blouin noted that maintenance of the trees would have an ongoing impact on the budget. Mr. Miracle stated he had conversations regarding the maintenance, and the staff would be discussing future maintenance with residents, making donations. He said there could possibly be a special assessment.

Mayor Moore liked the idea but acknowledged that there is a cost to maintain every tree. She liked the Christmas palm and thought this area of town could be beautified. She liked the concept but wanted to understand the cost.

Mr. Blouin stated it could be 64 trees. Mr. Brazil said the staff was seeking conceptual approval and would bring the details back to the town council.

Council Member Moran felt inclined to say no because the town was looking to institute a town beautification project with trees. She thought the town should be looked at holistically.

Council Member Cooney looked forward to a townwide tree program. He thought the town would be foolish not to accept the donation, and the town should find the cost for maintenance. The time is right, along with undergrounding. He preferred Christmas palms.

Council Member Moran said that she agreed with Council Member Cooney.

Council Member Araskog agreed with Council Member Cooney and preferred Christmas Palms since they provide more shade. She also inquired about the possibility of planting shade trees. Mr. Brazil stated that Public Works staff would work with the residents.

Council President Pro Tem Crampton thought additional details were needed. He agreed with Council Member Araskog regarding the possibility of looking at hardwood shade trees. He acknowledged the importance of townwide beautification.

Council President Lindsay agreed with Council Member Araskog that shade trees would be good for sidewalk areas.

Council Member Araskog asked if staff could come back with a different plan for the oceanside. Julie Parham responded.

Council President Lindsay called for public comment.

Annie Iorio, 131 Seaview Avenue, was concerned about the traffic and mentioned that there had been a suggestion for traffic calming in addition to beautification.

A motion was made by Council Member Cooney and seconded by Council President Pro Tem Crampton to approve Resolution No. 170-2025, and to return to the Town Council with a plan for the street. The motion was carried unanimously, 5-0.

31. US Polo Marathon - December 13 and 14, 2025

Chief Caristo explained the event, which takes place primarily in West Palm Beach. Kirk Blouin stated that West Palm Beach requested a letter of no objection.

Council Member Moran asked what would happen if the town council did not provide a letter. Chief Caristo said they would still proceed with the event, but it would be documented. Council Member Moran asked if the town could inform residents whether it supports the event. Police Chief Caristo said there would be message boards to notify residents of delays.

Mayor Moore asked if Southern Blvd would be closed this weekend. Mr. Blouin said there had been no indication. He recalled there were substantial complaints last year.

There was a consensus from the Town Council to approve a letter of no objection, provided that it states the Mid-Town residents need to have access to, and be able to cross over, the Southern Bridge during the event.

32. Zoning Code Items – Quick Fix #15

32.1 2025 Comprehensive Plan EAR Policies that Require Placement into Chapter 134, Zoning. (Per Florida Statute)

Director of Planning, Zoning, and Building Wayne Bergman provided an overview.

Jennifer Hofmeister, Planner III, provided the ten amendments in the Comprehensive Plan.

Council Member Araskog raised a question about special exception uses and asked staff to look at the language with Ms. O'Connor. Ms. Hofmeister said she would make the change because it should be the existing approved.

Council Member Moran appreciated the presentation. She said that, regarding Royal Poinciana, she liked the way the buildings looked as if they belonged in Palm Beach, and she appreciated that it encouraged people to be more creative with their parking plans, possibly solving a lot of

problems. She really liked the non-singular approach.

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

A motion was made by Council Member Cooney and seconded by Council President Pro Tem Crampton to direct the staff to return to the Town Council with an ordinance incorporating modifications to the Comprehensive Plan EAR. The motion was carried unanimously, 5-0.

33. ZON-24-0043 (COA-24-0018) 100, 101, 102, & 103 FOUR ARTS PLZ –The Society of the Four Arts - Discussion and Direction Regarding Proposed Construction Screening & Temporary Directional Signage

Craig Hauschild, Civil Engineer, provided an overview of the Society of the Four Arts project and the rerouting of Lake Trail during construction.

Keith Spina, Spina O'Rourke + Partners, presented the architectural plans for construction screening and the Society of the Four Arts project.

Council Member Moran asked about the double screen. Ben Baffer of Suffolk Construction stated that the standard construction fence would be 6 feet in height around the entire perimeter of the project. The screen being discussed is located behind the construction fence, mounted on telephone poles, a couple of feet away.

Council Member Cooney liked the concept and liked the buildings on the screen.

Council President Pro Tem Crampton liked the screening.

Mr. Spina continued to discuss the signage and the temporary rerouting of the lake trail before the bridge.

Council Member Cooney asked about the right-of-way issues on Royal Palm Way. Mr. Hauschild discussed the impacts on the right-of-way on May 1. Council Member Cooney was not supportive of anything that would cause lane disruptions on Royal Palm Way during March, April, and May.

Council Member Araskog agreed with Council Member Cooney and thought the motion should state that they must follow the town code, which disallows them from starting before May. Mr. Brazil recommended that the motion be stated to allow Public Works to issue a right-of-way permit, and they will add those conditions.

Council Member Moran questioned the language included on the signage. She noted that she liked the way the signage was branded.

Council President Lindsay was unclear about the exit from the temporary location of the bike trail. Mr. Spina explained.

Mayor Moore was glad that the lake trail would not be moved.

Mr. Spina stated that he would like to return in April to discuss the construction details. It was decided that he would return in March.

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

A motion was made by Council Member Cooney and seconded by Council Member Moran to allow the Public Works Department to issue right-of-way permits for construction screening in accordance with the town code. The motion was carried unanimously, 5-0.

ANY OTHER BUSINESS

34. March 2026 Meeting Dates

The Town Council discussed rescheduling the March 2026 Town Council meeting dates due to the March 10, 2026, municipal election, staff onboarding constraints following the election, and multiple scheduling conflicts. The Council considered meeting dates both before and after the election, including early March (March 3-4, 4-5, and 5-6) and later dates in March (including the week of March 24). Staff advised that holding the meeting immediately after the election would limit the ability to onboard newly elected members properly and that earlier March dates were operationally preferred.

A motion was made by Council Member Araskog and seconded by Council Member Cooney to amend the March 2026 meeting dates to March 5, 2026, and March 6, 2025. The motion was carried 4-1, with Council Member Moran dissenting.

A motion was made by Council Member Araskog and seconded by Council Member Cooney to reconsider the previous motion that amended the March 2026 meeting dates to March 5, 2026, and March 6, 2026. The motion was carried unanimously, 5-0.

A motion was made by Council Member Cooney and seconded by Council Member Araskog to amend the March 2026 meeting dates to March 4, 2026, and March 5, 2025. The motion was carried unanimously, 5-0.

ADJOURNMENT

A motion was made by Council Member Cooney and seconded by Council Member Moran to adjourn the meeting at 03:22 PM. The motion was carried unanimously, 5-0.

APPROVED:

Bobbie D. Lindsay, Town Council President

APPROVED:

Kelly Churney, CMC, Town Clerk

Date: _____



TOWN OF PALM BEACH

Minutes of the Local Planning Agency Meeting Held on December 10, 2025

CALL TO ORDER AND ROLL CALL

The meeting was called to order at 09:30 AM in the Town Council Chambers.

Members Present: Bridget Moran, Ted Cooney, Lewis Crampton, Bobbie Lindsay, Julie Araskog

Members Absent: Danielle Moore

Staff Present: Wayne Bergman, James Murphy, Kelly Churney, and Town Attorney Joanne O'Connor

PLEDGE OF ALLEGIANCE

Council President Lindsay led the Pledge of Allegiance.

APPROVAL OF AGENDA

A motion was made by Council Member Araskog and seconded by Council Member Moran to approve the agenda as presented. The motion was carried unanimously, 5-0.

COMMENTS

1. MAYOR AND TOWN COUNCIL MEMBERS

Council Member Araskog wished everyone Happy Holidays.

Council President Pro Tem Crampton stated that he learned the previous evening that a lawsuit had been filed petitioning the Federal Aviation Administration (FAA) to review the flight restrictions it had established. He suggested that the Town consider either joining the County's lawsuit or filing its own similar action, noting that the Town has legal authority and a substantial interest due to being directly affected by the FAA's order. He raised the matter for discussion among Council members and requested that it be placed on a future agenda to consider whether a consensus or formal action is needed.

2. PUBLIC - 3 MINUTE LIMIT

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

PUBLIC HEARINGS

ORDINANCES

3. FIRST READING

- 3.1 33-2025** An Ordinance Of The Town Council Of The Town Of Palm Beach, Palm Beach County, Florida, Amending Chapter 134, Zoning By Amending Article VIII, Division 6. – Structures, Subdivision II. – Accessory Buildings And Other Structures At Sections 134-1728.-Air Conditioning And Swimming Pool, And Fountain Equipment And 134-1729.-Generators To Update The Town's Mechanical Equipment Regulations; Providing For Severability; Providing For The Repeal Of Ordinances In Conflict; Providing For Codification; And Providing An Effective Date.

Mr. Bergman provided a brief introduction regarding mechanical equipment. He explained that mechanical equipment is required by FEMA to be elevated, and the specific issue under consideration was how to screen ground-level mechanical equipment. The question before the Planning and Zoning Commission and the Council was whether to permit screening walls higher than seven feet or to consider an alternative approach. He stated that the recommended alternative was to permit a maximum wall height of seven feet with additional landscaping above the wall to screen the equipment up to its full height. He noted that the matter had been presented to the Local Planning Agency for recommendation and would be on the regular agenda for first reading before the Council later that day.

Mr. Murphy stated that the proposal had been presented the previous month as a design concept and was now before the Council as an advertised draft ordinance for first reading. Based on feedback from Council members regarding potential noise and visual impacts on neighboring properties, he explained that revisions were made to limit the use of additional landscaping for screening purposes. Under the revised ordinance, landscaping may be used to satisfy screening requirements only for equipment extending up to 12 inches above the wall; equipment exceeding that height would be required to be relocated or obtain a variance. He noted that the 12-inch threshold reflects a de minimis standard consistent with typical variances processed by the Town and was intended to address concerns about potential audible and visual impacts. He added that these changes were incorporated into the ordinance presented at the meeting based on Council feedback.

Council Member Araskog questioned whether the equipment should be reviewed by the design boards, to which Mr. Murphy confirmed that they would, per the project designation matrix. He added that the variances would be approved by the Town Council. Council Member Araskog inquired if the equipment should be screened from above and how that element should be rectified. Mr. Murphy doubted that it could be rectified, as mechanical equipment requires ventilation.

Council President Pro Tem Crampton wondered if the noise standard should be placed in the ordinance. Mr. Murphy thought the code section was referenced, but if it was not, it could be added. Mr. Bergman confirmed it would be referenced.

Council Member Moran wondered if there was an option for staff approval if the requirements were met. Mr. Murphy said that they did try this with the neighbors' approval, and with previous councils, they did not feel comfortable with the approval at the staff level. Council Member Moran was worried about someone who needed approval in the event of a hurricane and could not get in the queue for approval. Mr. Murphy said they approve things on an emergency basis. Council Member Moran wondered why the generators are not tested during construction's noisy hours. Council Member Araskog thought that it should be treated on a case-by-case basis. Mr. Murphy said he would review the language on generators and incorporate revisions in a future update.

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

A motion was made by Council Member Araskog and seconded by Council Member Moran to recommend Ordinance 33-2025 to the Town Council for approval. The motion was carried unanimously, 5-0.

ANY OTHER BUSINESS

There was no other business discussed at this time.

ADJOURNMENT

A motion was made by Council Member Cooney and seconded by Council Member Araskog to adjourn the meeting at 09:49 AM. The motion was carried unanimously, 5-0.

APPROVED:

Bobbie D. Lindsay, Town Council President

APPROVED:

Kelly Churney, CMC, Town Clerk

Date: _____



TOWN OF PALM BEACH

Minutes of the Town Council Meeting
Held on December 10, 2025

CALL TO ORDER AND ROLL CALL

The meeting was called to order at 09:51 AM in the Town Council Chambers.

Members Present: Bridget Moran, Ted Cooney, Lewis Crampton, Bobbie Lindsay, Julie Araskog, and Danielle Moore (arrived at 10:35 a.m.)

Staff Present: Wayne Bergman, James Murphy, Kelly Churney, and Town Attorney Joanne O'Connor

INVOCATION AND PLEDGE OF ALLEGIANCE

Town Clerk Churney led the invocation, and Council President Lindsay led the Pledge of Allegiance.

APPROVAL OF CONSENT AGENDA

A motion was made by Council Member Cooney and seconded by Council Member Moran to approve the consent agenda as presented. The motion was carried unanimously, 5-0.

1. ZON-25-0059 (ARC-25-0062) 222 CHERRY LN (COMBO) – SITE PLAN REVIEW The applicant, Nancy Clifford, has filed an application requesting Town Council review and approval for Site Plan Review as it relates to the redevelopment of an existing nonconforming platted parcel of land which is deficient in lot depth. The Architectural Commission shall perform design review of the application. ***This project shall be deferred to the January 14, 2026, Town Council meeting, pending architectural design review.***
2. **159-2025** A Resolution Of The Town Council Of The Town Of Palm Beach, Palm Beach County, Florida, Authorizing Ad Valorem Tax Exemptions For The Property Hereinafter Described And Stating That The Subject Property Meets The Criteria Set Forth In Chapter 54, Article V Of The Code Of Ordinances Of The Town Of Palm Beach, Relating To Landmarks Preservation And Titled "Tax Exemptions."

APPROVAL OF AGENDA

Planning, Zoning, and Building Director Wayne Bergman announced the following changes to the agenda: Under General Business Item 9, ZON-24-0043, The Four Arts Plaza was moved and addressed at the December 9th Town Council meeting; Under Unfinished Business Item 15, there will be a discussion on the Declaration of Use for the Paramount Church Special Exception, in addition to the agenda and to be heard before Item 16; Under New Business Item 22, ZON-25-0076, 1768 South Ocean Blvd has been deferred until January 14, 2026; Under Any Other Matters, discussion regarding a potential lawsuit about air traffic and the FAA will be added; and finally, there is a pending Declaration of Use Agreement for the new build Synagogue which will be deferred until January 26, 2026.

A motion was made by Council President Pro Tem Crampton and seconded by Council Member Araskog to approve the agenda as amended. The motion was carried unanimously, 5-0.

Later, it was noted that the agenda needed to be further amended to hear ZON-25-0009, 303 Pendleton Lane, following Resolution 162-2025.

A motion was made by Council President Pro Tem Crampton and seconded by Council Member Araskog to approve the agenda as amended. The motion was carried unanimously, 5-0.

ADMINISTRATION OF THE OATH

Town Clerk Churney swore in all those intending to speak and continued to do so throughout the meeting, as necessary.

COMMENTS

3. MAYOR AND TOWN COUNCIL MEMBERS

Council Member Araskog apologized for getting upset during yesterday's heated discussion with the Mayor. She wished everyone Happy Holidays.

Council President Lindsay wished everyone Happy Holidays.

4. PUBLIC - 3 MINUTE LIMIT

Catherine Bauman, 339 Australian Avenue, spoke regarding the FAA's recent decision to impose year-round flight restrictions near Mar-a-Lago, stating that the resulting aircraft rerouting has caused increased noise, sleep disruption, safety concerns, and potential impacts to property values and quality of life. She noted that Palm Beach County has voted to file a petition for review of the FAA order and urged the Town to either file its own petition or formally join the County's action. She emphasized that the deadline to file is imminent and that failure to do so would permanently forfeit the Town's right to challenge the order. Ms. Bauman stated that the Town has legal authority under federal law to file, that the impacts to Palm Beach are significant and unique, and that filing would preserve the Town's legal options without obligating it to pursue litigation. She urged the Council to act promptly to protect residents and stated that she was speaking on behalf of herself and other residents affected by the changes.

PUBLIC HEARINGS

GENERAL BUSINESS

5. **162-2025** A Resolution Of The Town Council Of The Town Of Palm Beach, Palm Beach County, Florida, Ratifying And Confirming The Determination Of The Landmarks Preservation Commission That The Property Known As 303 Pendleton Lane Meets The Criteria Set Forth In Ordinance No. 2-84, Also Known As Chapter 54, Article IV Of The Code Of Ordinances Of The Town Of Palm Beach; And Designating Said Property As A Town Of Palm Beach Landmark Pursuant To Ordinance No. 2-84, Also Known As Chapter 54, Article IV Of The Code Of Ordinances Of The Town Of Palm Beach.

Council Members Cooney and Moran disclosed ex parte communications.

Mr. Bergman provided staff comments.

Janet Murphy of MurphyStillings presented background information on the project and historical details about the property. She outlined how the property met the criteria for Landmark Designation, specifically Criteria 1, 3, and 4.

Council President Lindsay asked for proof of publication, which Friederike Mittner provided.

A motion was made by Council Member Araskog and seconded by Council Member Cooney to make the designation report part of the record. The motion was carried unanimously, 5-0.

Council President Lindsay called for public comment.

M. Timothy Hanlon, 340 Royal Poinciana Plaza, representing Mr. and Mrs. Hunt, stated that they were surprised by the designation notice and were initially opposed to the landmark designation. However, after working with the Preservation Foundation and Friederike Mittner, they have decided to support the designation, provided they are allowed to construct a proposed carport, which is an integral part of their home.

Aimee Sunny, The Preservation Foundation of Palm Beach, spoke in favor of the designation.

A motion was made by Council Member Araskog and seconded by Council Member Cooney to approve Resolution No. 162-2025, designating the property at 303 Pendleton Lane as a landmark of the Town of Palm Beach on the basis that it meets criteria Numbers 1, 3, and 4 of Section 54-161 of the Town of Palm Beach Code and in the Landmarks Preservation Ordinance No. 2-84. The motion was carried unanimously, 5-0.

6. **163-2025** A Resolution Of The Town Council Of The Town Of Palm Beach, Palm Beach County, Florida, Ratifying And Confirming The Determination Of The Landmarks Preservation Commission That The Property Known As 201 Worth Avenue Meets The Criteria Set Forth In Ordinance No. 2-84, Also Known As Chapter 54, Article IV Of The Code Of Ordinances Of The Town Of Palm Beach; And Designating Said Property As A Town Of Palm Beach Landmark Pursuant To Ordinance No. 2-84, Also Known As Chapter 54, Article IV Of The Code Of Ordinances Of The Town Of Palm Beach.

Council Members Cooney, Moran, and Council President Pro Tem Crampton disclosed ex parte communications.

Janet Murphy of MurphyStillings provided background information on the project and historical details about the property. She outlined how the property met the criteria for Landmark Designation, specifically Criteria 3 and 4. She noted that the Landmarks Preservation Commission also voted that they believed the building met criterion 1.

Council President Lindsay asked for proof of publication, which Friederike Mittner provided.

A motion was made by Council Member Araskog and seconded by Council Member Moran to make the designation report part of the record. The motion was carried unanimously, 5-0.

Council President Lindsay called for public comment.

Aimee Sunny of the Preservation Foundation of Palm Beach spoke in support of the request.

Council Member Cooney was troubled about the possible designation of this building. He was uncomfortable disagreeing with the Landmarks Preservation Commission, but he did not feel that the building warranted the designation and stated that he could not support it.

Council Member Moran appreciated that the building stood out from its surroundings. Looking at the original photographs, she thought it was important to have a diversified collection of buildings and added that she supported the designation.

Council Member Araskog agreed with Council Member Cooney and did not believe the building fit in on the street. She did not support the designation.

Council President Lindsay agreed that the building was different and supported the designation.

Council President Pro Tem Crampton agreed with Council Member Cooney. He thought there could be a better iteration of the building.

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

A motion was made by Council Member Cooney and seconded by Council President Pro Tem Crampton to deny Resolution No. 163-2025, designating the property at 201 Worth Avenue as a landmark of the Town of Palm Beach. The motion was carried 3-2, with Council Member Moran and Council President Lindsay dissenting.

7. **164-2025** A Resolution Of The Town Council Of The Town Of Palm Beach, Palm Beach County, Florida, Ratifying And Confirming The Determination Of The Landmarks Preservation Commission That The Property Known As 220 Eden Road Meets The Criteria Set Forth In Ordinance No. 2-84, Also Known As Chapter 54, Article IV Of The Code Of Ordinances Of The Town Of Palm Beach; And Designating Said Property As A Town Of Palm Beach Landmark Pursuant To Ordinance No. 2-84, Also Known As Chapter 54, Article IV Of The Code Of Ordinances Of The Town Of Palm Beach.

Council Members Cooney, Moran, and Council President Pro Tem Crampton disclosed ex parte communications.

Council President Lindsay asked for proof of publication, which Wayne Bergman, Director of Planning, Zoning, and Building, provided.

Emily Stillings, of MurphyStillings, presented background information on the project and historical information on the property. She outlined how the property met the criteria for Landmark Designation, specifically Criteria 1, 3, and 4.

A motion was made by Council Member Cooney and seconded by Council President Pro Tem Crampton to accept the designation report as part of the record. The motion was carried unanimously, 5-0.

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

Council Member Cooney thought this was a valuable contribution to landmarks and a nice example of Mizner's work.

Council Member Araskog thanked the homeowner for their support of the designation.

A motion was made by Council Member Cooney and seconded by Council Member Araskog to approve Resolution No. 164-2025, designating the property at 220 Eden Road as a landmark of the Town of Palm Beach on the basis that it meets criteria Numbers 1, 3, and 4 of Section 54-161 of the Town of Palm Beach Code and in the Landmarks Preservation Ordinance No. 2-84. The motion was carried unanimously, 5-0.

8. **165-2025** A Resolution Of The Town Council Of The Town Of Palm Beach, Palm Beach County, Florida, Ratifying And Confirming The Determination Of The Landmarks Preservation Commission That The Property Known As 246 Tangier Avenue Meets The Criteria Set Forth In Ordinance No. 2-84, Also Known As Chapter 54, Article IV Of The Code Of Ordinances Of The Town Of Palm Beach; And Designating Said Property As A Town Of Palm Beach Landmark Pursuant To Ordinance No. 2-84, Also Known As Chapter 54, Article IV Of The Code Of Ordinances Of The Town Of Palm Beach.

Please note: Mayor Moore arrived at 10:35 a.m.

Council Members Cooney, Moran, Council President Pro Tem Crampton, and Mayor Moore disclosed ex parte communications.

Council President Lindsay asked for proof of publication, which Friederike Mittner, Design and Preservation Manager, provided.

Emily Stillings, of MurphyStillings, presented background information on the project and historical information on the property. She outlined how the property met the criteria for Landmark Designation, specifically Criteria 1, 3, and 4.

A motion was made by Council Member Cooney and was seconded by Council Member Moran to make the designation report part of the record. The motion was carried unanimously, 5-0.

Council President Lindsay called for public comment.

Attorney M. Timothy Hanlon, representing the homeowners, wanted to ensure that his letter of objection would be submitted as part of the record. He noted that he disagreed with the staff assessment regarding this property.

Aimee Sunny of the Preservation Foundation of Palm Beach spoke in support of this request.

Council Member Moran pointed out that Attorney Hanlon had provided a letter of objection in case the owner's future desire was to demolish the home. She thought it would be important for staff to track this for the future.

A motion was made by Council Member Cooney and seconded by Council Member Moran to approve Resolution No. 165-2025, designating the property at 246 Tangier Avenue as a landmark of the Town of Palm Beach on the basis that it meets criteria Numbers 1, 3, and 4 of Section 54-161 of the Town of Palm Beach Code and in the Landmarks Preservation Ordinance No. 2-84. The motion was carried unanimously, 5-0.

9. MATTERS PULLED FROM CONSENT AGENDA

None

UNFINISHED BUSINESS

- 10. ZON-25-0046 120-132 N COUNTY RD. – PALM BEACH SYNAGOGUE—SPECIAL EXCEPTION WITH SITE PLAN REVIEW** The applicant, Palm Beach Orthodox Synagogue INC (Rabbi Moshe Scheiner), has filed an application requesting Town Council review and approval for a modification to the previously approved Special Exception for an existing synagogue located at 120 N County Road into an abutting existing building previously occupied by the Chez Jean Pierre restaurant at 132 N County Road. The application also consists of a modification to the existing Declaration of Use Agreement dated May 12, 2008.

TIME CERTAIN 11:00 AM

**Note: A short break was taken at 10:54 a.m., and the meeting resumed at 11:04 a.m.*

Several members disclosed ex parte communications.

Attorney Harvey Oyer, representing the applicant, discussed the details of the request and the modifications made to the Declaration of Use Agreement.

In reference to Mr. Oyer's presentation, Council Member Araskog asked if Mr. Oyer's explanation with regard to public parking was correct. Mr. Murphy said that while there is public parking available for the Synagogue, retail, or any existing use, the regulating agents for that would be the attendant of the Synagogue. Any proposed increase would necessitate an analysis of the required parking, which would subsequently require a variance request. He then discussed fire occupancy. Council Member Araskog asked about a variance that had been granted for parking. Mr. Murphy clarified what that variance referred to and stated that this was a different application.

Mayor Moore asked for clarification that the Synagogue, technically, has no real parking because the parking lot belongs to Chez Jean Pierre. She said this would improve the existing condition of the Synagogue. Mr. Murphy affirmed. Mayor Moore noted that the Synagogue could still use the

road right-of-way so long as it is not on a Friday night, in the same way as Saint Edwards and Bethesda. Mr. Oyer clarified that parking is not unlimited, but the Synagogue will be capped by the fire code occupancy before parking due to the availability of on-street spaces and public right-of-way. He noted this discussion is about special events more than religious services.

Council Member Moran requested an explanation for why the vested parking does not run with the vested use. Mr. Murphy provided an explanation of parking calculations used in specific contexts.

Council President Pro Tem Crampton clarified the concept of “by right” parking.

Attorney O'Connor noted that the Declaration of User proposed has a maximum of 158 in the sanctuary, and Mr. Oyer said the request was for an increase. Attorney O'Connor stated that the previous testimony indicated that religious services are typically followed by dining in the social hall, effectively creating a cap, as the capacity would have to accommodate the number of people attending the service. Mr. Oyer further explained the social hall capacity, the social hall and lobby capacity, and the addition of the Chez Jean Pierre space.

Mr. Murphy was surprised by the increase. He stated that the staff understood the application to be for the existing congregation to use the Chez Jean Pierre space. With that, the staff analyzed the parking credit for the Chez Jean Pierre site, what the parking requirement was for the ancillary use to the sanctuary, and related information. He stated that the presentation was creating confusion.

Mayor Moore thought the application needed to be withdrawn and resubmitted.

Council President Lindsay called for public comment.

Anne Pepper, 333 Seaspray Avenue, was confused about the presentation and urged the Town Council not to approve a special exception. She thought the applicant should be required to resubmit a complete application of their requests.

Carlos Colos, 130 Sunrise Avenue, was surprised by the request and found it very confusing.

Attorney John Eubanks was confused by the presentation and thought the item needed to return to the Town Council with a complete application.

Anita Seltzer, 44 Cocoanut Row, shared her thoughts regarding the application. She discussed unintended consequences that could occur due to event overflow. She was not supportive of the request.

Council Member Araskog stated that the Town Council was promised that there would be no visible monitors from the Synagogue. She felt that everything was expanding and that a new application should be submitted. She suggested deferring the item.

Following an extensive discussion, Attorney Harvey Oyer withdrew the application on the floor, confirming there would be no adverse consequences associated with the withdrawal.

11. ZON-25-0054 (ARC-25-0058) 1960 S OCEAN BLVD. (COMBO) – SPECIAL EXCEPTION & VARIANCE(S) The application, Stephen A. Wynn Florida Revocable Trust (Stephen A. Wynn, Trustee), has filed an application requesting Town Council review and approval for a special exception and two (2) setback variances as they relate to the construction of a new beach cabana structure on the oceanside parcel of an existing residential estate. The Architectural Commission shall perform design review of the application. *This project shall be deferred to the January 14, 2026, Town Council meeting, pending architectural design review.*

***Note: This item was deferred to January 14, 2026, at the approval of the agenda.**

12. ZON-25-0061 (ARC-25-0067) 410 N LAKE WAY (COMBO) - VARIANCE The applicant, North Lake Trust (Val Hawkins Architect, LLC), has filed an application requesting Town Council review and approval for a side yard setback variance for the installation of an exterior staircase and second-story deck. The Architectural Commission shall perform design review of the application. *[The Architectural Review Commission Recommendation: Implementation of the proposed variances will not cause a negative impact on the subject property. Carried 7-0.] [The Architectural Review Commission approved this project. Carried 7-0.]*

Council Members Cooney, Moran, and Council President Pro Tem Crampton disclosed ex parte communications.

James Murphy, Assistant Director of Planning, Zoning, and Building, provided staff comments on the project.

Council Member Araskog wondered if the new deck was visible from other neighbors or if the homeowners could see any neighboring properties; Mr. Murphy stated that it was not.

Council Member Moran confirmed no awnings would be added to the new deck.

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

Attorney M. Timothy Hanlon stated that the pergola was initially a fixed roof that was converted into a pergola, and the owners are returning that structure to its original fixed roof configuration. He discussed the hardship and stated there would be no new encroachment into the setback. The proposed architecture will match the existing architecture.

A motion was made by Council Member Cooney and seconded by Council Member Moran that Variance No. ZON-25-0061, 410 N. Lake Way shall be granted and find, in support thereof, that all the criteria applicable to this application as set forth in Section 134-201 (a), items 1 through 7, have been met. The motion was carried 4-1, with Council Member Araskog dissenting.

13. ZON-25-0044 (ARC-25-0041) 337 BRAZILIAN AVE (COMBO) – VARIANCES The applicant, FRIESE FAMILY TRUST (Paul Friese, Trustee), has filed an application requesting Town Council review and approval of three (3) variances related to redevelopment of an existing nonconforming residential parcel including (1) a variance

for existing nonconforming lot width, (2) a variance for existing nonconforming lot area, and (3) a variance to exceed the maximum amount of grade fill permitted within setback areas. The Architectural Commission shall perform design review of the application. *[The Architectural Review Commission Recommendation: Implementation of the proposed variances will not cause a negative impact on the subject property. Carried 7-0.] [The Architectural Review Commission approved this project. Carried 7-0.]*

Council Members Cooney, Moran, and Council President Pro Tem Crampton disclosed ex parte communications.

Mr. Murphy provided staff comments on the project.

Council Member Moran wondered what the eastern yard would look like if the variance for fill was not supported. She asked if it would make sense to say one side yard is fine, and the other could be done.

Raul Lima of Portuondo Perotti Architects presented the architectural plans for the proposed residence. He explained the hardship.

Council Member Cooney thought the plan was very good. Mr. Murphy stated that the property was challenged and that the applicant was choosing to build setback to setback. Mr. Murphy further discussed that the Planning and Zoning Commission wanted to discuss the fill ordinance further. Council Member Cooney offered a suggestion to reduce the fill and increase the green space.

Council Member Moran agreed with Council Member Cooney. She thought this would continue to be a problem.

A motion was made by Council Member Cooney and seconded by Council Member Araskog that Variance No. ZON-25-0044, 337 Brazilian Avenue (Variances 1 and 2) shall be granted and find, in support thereof, that all the criteria applicable to this application as set forth in Section 134-201 (a), items 1 through 7, have been met. The motion was carried 5-0.

A motion was made by Council Member Cooney and seconded by Council Member Moran that Variance No. ZON-25-0044, 337 Brazilian Avenue (Variance 3), be deferred to January 14, 2026, to allow the applicant an opportunity to see how they can best minimize the amount of fill along the western property line. The motion was carried 5-0.

14. ZON-25-0009 (COA-25-0003) 303 PENDLETON LN COMBO – VARIANCE The applicant, M. Timothy Hanlon, has filed an application requesting Town Council review and approval of one (1) variance to reduce the side yard (west) setback for a new carport addition for the property under consideration to be Landmarked. The Landmarks Preservation Commission shall perform design review of the application impacting the property under consideration to be Landmarked. This project shall be deferred to the December 10, 2025, Town Council meeting, pending Landmarks Preservation Commission design review. *[The Landmarks Preservation Commission Recommendation: Implementation of the proposed variances will not cause a negative impact on the subject*

property. Carried 6-1.] [The Landmarks Preservation Commission approved this project with conditions. Carried 6-1.]

Council Members Cooney and Araskog disclosed ex parte communications.

Friederike Mittner introduced the item and provided staff comments. She said the hardship is due to an existing constraint caused by the existing garage and driveway.

M. Timothy Hanlon, attorney for the homeowners, presented the architectural plans for the proposed project and discussed the variance request.

Council Member Araskog asked about the hardship of the request. Mr. Hanlon responded.

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

A motion was made by Council Member Cooney and seconded by Council Member Araskog that Variance No. ZON-25-0009, 3030 Pendleton Lane shall be granted and find, in support thereof, that all the criteria applicable to this application as set forth in Section 134-201 (a), items 1 through 7, have been met. The motion was carried 5-0.

15. Discussion on Declaration of Use for Paramount (Church) Special Exception

A motion was made by Council Member Araskog and seconded by Council President Pro Tem Crampton to defer the declaration of use agreement until January 14, 2026. The motion was carried unanimously, 5-0.

16. ZON-23-020 (COA-23-003) 139 N COUNTY RD. - THE PARAMOUNT THEATER (COMBO) – SPECIAL EXCEPTIONS WITH SITE PLAN REVIEW AND VARIANCES The applicant, WEG Paramount LLC, has revised its previously filed application requesting Town Council review and approval for a Special Exception with Site Plan Review for the renovation and adaptive re-use of an existing Landmarked theater structure, now including Special Exception requests (1) to permit Private Club use in the C-TS district, (2) for a café use in the C-TS district, (3) for Outdoor café seating use associated with a café and a private club in the C-TS district, (4) for on-site shared parking between a private social club use and church use in the C-TS district, and (5) for a modification/ratification to a previously approved Special Exception for Churches, synagogues, or houses of worship. The applicant is also seeking Site Plan Review for site plan changes on properties not zoned single-family residential. Additionally, the applicant is seeking the review and approval for Variances to: (1) allow a generator on a roof, and (2) exceed the maximum height of a screening wall for mechanical equipment on a roof. The application also consists of a proposed Declaration of Use Agreement. The Landmarks Preservation Commission will perform the design review. This matter is being heard in connection with the petition filed by the applicant under Florida's Land Use and Environmental Dispute Resolution Act (Fla. Stat. 70.51). The Council shall hear and consider the Special Magistrate's Report and Recommendation. In addition, the first of two public hearings shall be held on the Settlement and Development Agreement, pursuant to the Florida Local Government Development

Agreement Act, for resolution of all pending litigation.
TIME CERTAIN 2:00 PM

Several members disclosed ex parte communications.

Attorney Seth Behn, Lewis, Longman & Walker, serving as special counsel to the Town, explained that the meeting was a continuation of Florida's Land Use and Environmental Dispute Resolution Act (FLUEDRA) hearing that was initiated the prior month and part of the statutory mediation process to resolve litigation stemming from the prior denial of the development application. He stated that the proposed settlement and development agreement would resolve all pending FLUEDRA and circuit court litigation by incorporating a revised development proposal, including a special exception, variances, site plan approval, and a declaration of use, all subject to Town Council approval.

Mr. Behn noted that the current meeting concluded the first of two required public hearings on the settlement and development agreement, with a second hearing to be scheduled. He outlined the hearing procedure, including continuation of public comment, a brief response by the applicant's attorney, and followed by Council questions and deliberations.

He addressed a renewed request for party or intervenor status, explaining that while the FLUEDRA statute allows public participation, it does not permit granting party or intervenor status, as the matter involves settlement negotiations between the Town and the applicant. He further explained that FLUEDRA is intended to expedite resolution and avoid prolonged litigation. He concluded by stating that the Council may approve, modify, or deny the magistrate's recommendation.

Council Member Araskog asked about what could be asked if new information were submitted. Mr. Behn responded, and a brief discussion ensued about the decorum for the hearing.

Council President Pro Tem Crampton acknowledged the moving parts associated with this request. Mr. Behn said the Settlement and Development Agreement, which memorializes the Settlement Agreement, are the two items associated with the request. He further clarified what was before the Town Council.

Council President Lindsay called for public comment.

The following people spoke in support of the project:

Alfred Aldridge, 2295 S. Ocean Blvd.

Denise Sandell, 3440 S. Ocean Blvd.

Charles Krusen, 173 Sunset Avenue

Aimee Sunny, Preservation Foundation of Palm Beach, with high-quality materials

Pauline Pitt, 320 Tangier Avenue

Marilyn Krone, 235 Sunrise Avenue

Angie McNamara, 127 Kings Road

Luis Garcia, 2219 Ibis Isle Road

The following people spoke in opposition to the project:

Jack Scarola, Attorney for Tony Stepanski

James Green, Attorney for Tony Stepanski

Bill Diamond, 150 Bradley Place
James Spinks, Volkert
John Eubanks, Attorney on behalf of adjacent condominium owners
Dan Hurling, 130 Sunrise Avenue
Alan Green, 120 Sunset Avenue
Mark Moller, 100 Sunrise Avenue
Anne Pepper, 333 Seaspray Avenue
Jerry Zaro, representing the Sun and Surf, 100 Sunrise Avenue
Benjamin Winter, 110 Sunset Avenue
Beryl Simonsen, 130 Sunset Avenue
Joshua Saslove, 100 Sunset Avenue
Rob Spatt, 150 N. Ocean Blvd.
Rick Smith, 130 Sunrise Avenue
Carlos Colos, 130 Sunrise Avenue
Judy Cooper, 100 Sunrise Avenue
Anita Seltzer, 44 Cocoanut Row
Wendy Silverman, 100 Sunrise Avenue
Elanie Bidell, 130 Sunrise Avenue
Amy Miller, 100 Sunrise Avenue

Attorney Jamie Crowley, on behalf of the applicant, spoke in support of the project. He stated that the applicant has tried to accommodate the needs and concerns expressed by residents. He discussed the traffic studies and stated that the traffic consultant was present or answer questions. He also discussed the town-serving aspect associated with this project.

**Note: A short break was taken at 3:58 p.m., and the meeting resumed at 4:14 p.m.*

Mr. Behn recommended allowing the traffic expert to answer questions.

Eric Czerniejewski of the Corradino Group introduced himself and stated that he had completed his traffic review and issued items dated October 21st and November 6th, and as of December 9th, his information had been submitted back to the town staff.

Mr. Crowley asked Mr. Czerniejewski the following question: whether the project, as modified, met concurrency under the definition in the comprehensive plan. Mr. Czerniejewski confirmed. Mr. Crowley asked if the project met the comprehensive plan requirements for parking, and Mr. Czerniejewski confirmed. Mr. Crowley asked if service was being reduced during the times the requirements were being measured. Mr. Czerniejewski responded that the site would generate less traffic than the previously vested site. Mr. Crowley stated that no additional traffic was being generated.

Mr. Eubanks expressed objections that Mr. Spinks was not present to counter what was said. Mr. Behn stated that they were not party to the proceeding.

Council President Pro Tem Crampton asked about the reason for a reduction in traffic. Mr. Czerniejewski responded that no increase in traffic was directly related to the existing uses and proposed uses.

Mayor Moore asked what the next steps would be if the Town Council chose not to accept the magistrate's recommendation. Mr. Bain responded.

Council Member Moran inquired about pass-by trips accounted for in the traffic study. Mr. Czerniejewski explained that this was included in the November letter, and the pass-by trips are factored into the review of traffic performance standards. He also noted that maximum club occupancy was based on the number of seats.

Council Member Araskog asked how the town could assess parking and traffic flow without a valet plan. She thought the original application included a valet plan. Mr. Czerniejewski answered that the Declaration of Use would address issues such as vehicle maneuverability.

Brian Kelly of Simmons and White provided clarity regarding parking and valet.

Council President Lindsay asked if the studies took into account the trips for the Palm Beach Synagogue. Mr. Czerniejewski said the trips generated for the Palm Beach Synagogue were included in the background trips. The number of special events, when they occur, will fluctuate.

Council President Pro Tem Crampton inquired about the 200 cars for the church and how this would impact traffic and parking, given that the Greens parking lot is closed. Mr. Crowley responded that there were 200 seats, not 200 cars, and the objective was to have shared parking. Council President Pro Tem Crampton inquired about the Simmons & White report, which referenced the intersections and the issues at those locations. He noted the increase in traffic through intersections in 2028. He did not blame the club, but he noted that it was a source of frustration. Mr. Crowley responded that one way to address that is to promote uses that complement one another and allow people to walk from one place to another.

Mayor Moore asked if the traffic counts took into account the fact that Sunset Avenue would be converted into a two-way street. Mr. Czerniejewski responded that it had been reviewed, and both the background and future conditions were examined. Mayor Moore said that allowing half of the amount of traffic would improve the situation. Mr. Kelly added that it would also offer some relief on Royal Poinciana Way.

Ms. Moran asked if their proposal further degraded the level of service compared to the current traffic. Mr. Czerniejewski did not believe it would.

Council Member Araskog asked if it would be a de-intensification of use if it was open at night. Mr. Czerniejewski stated that the decrease would be applied to the overall program, as previously approved. Council Member Araskog asked why there was no plan for service vehicles. Mr. Czerniejewski responded. She asked how the Town Council could approve it without a plan available. Mr. Czerniejewski said he was informed that the current loading occurs along Sunrise Avenue, where there was already extra signage.

Mr. Kelly stated that there was a loading plan, and he reviewed the plan.

Council Member Araskog asked if there was a 32-space deficiency. Mr. Kelly stated that they were legally vested for the principle of equivalency. Council Member Araskog thought that Carriage House was required to have extra parking even though it had vested spaces. Mr. Crowley

explained they needed a variance because they had zero parking on-site. Council Member Araskog suggested that Mr. Crowley reach out to the attorney for St. Edwards.

Council Member Cooney asked Mr. Czerniejewski to review traffic conditions. Mr. Czerniejewski reviewed the conditions and provided information about site circulation and loading.

Council Member Araskog asked, in reference to Section 2.6 of the comprehensive plan. Mr. Behn stated it could not be denied on that basis, and if there were a concurrency issue, the Town Council would have to allow the applicant to address it via the comprehensive plan.

Council Member Araskog asked if there was a staircase from the club to the private residence. Rick Gonzalez of REG Architect showed the floor plan of the club.

Council President Lindsay asked about the lobby courtyard spaces. Mr. Gonzalez responded and stated that everything would be accessible from the street and the courtyard. Mr. Crowley noted that he thought it relevant to state that there is a residential use above the Carriage House.

Council President Pro Tem Crampton asked if the owner would be willing to consider a membership that is 85% Town residents. Mr. Crowley responded, stating that the code is 50% and he felt this project was being singled out as compared to other uses in the town.

Council Member Cooney asked about the second-floor floor plan. Mr. Cooney touched on the distrust of the second floor. He noted that the floor plan was not really a floor plan. He asked about the functionality. Mr. Gonzalez reviewed the plan and functionality.

Council President Lindsay stated she would like to see the large apartment floor plan.

Mr. Gonzalez stated that the designers were in town last week, touring the space.

Council Member Moran thought that the size of the apartment needed to be a proper square footage. However, she was not bothered by the square footage.

Council President Pro Tem Crampton thought the important language would limit the use of the second floor, and it needed to be strong language. He thought a restrictive covenant should be incorporated to prevent the upstairs from being used as part of the club in the future. He said there should be no expansion of club activities into the upstairs space. Mr. Crowley stated that the recorded document was complete and could be modified through a collaborative effort with Town Attorney O'Connor. Council President Pro Tem Crampton discussed what was acceptable to him, and that did not include expanding the club activity to the second floor.

Council Member Araskog stated that Mr. Crowley came in with a starting point for a Declaration of Use Agreement. She was concerned about the guest suites and thought the large unit should be split in half.

Town Attorney Joanne O'Connor stated that the Declaration of Use Agreement had recently been revised. She stated it would be recorded and available as part of the title history. She stated any violation thereof could be addressed through the official process.

Mr. Crowley acknowledged that the language needed to be revised.

Council President Lindsay stated that she did not want to see any additional clubs in town. She said that if a club is kept at 75% of Town residents, she thought it would be helpful to reduce the size of the residence. She suggested two tenants on the side, a smaller upstairs home, a smaller cafe, two non-profits, and the hours be modified. Mr. Crowley noted that the applicant would agree to a new number of seats.

Council Member Araskog expressed concern about the second-floor resident hosting large parties. She asked if the whole area would be made into a mall and if additional parking would be required. Mr. Crowley stated that the requested use is suitable for the property.

Mr. Behn said the appropriate thing to do would be to have a consensus vote on whether the proposal, as proposed, is acceptable to the Town Council, subject to a second reading of the public agreement. Once the Declaration language is agreed upon and a consensus is reached, it can be approved, and subsequently, the settlement agreement can be approved.

A motion was made by Council Member Araskog and seconded by Council President Pro Tem Crampton that the first reading of the development and settlement agreement has been concluded, to defer the item to January 14, 2026, with the direction that the project may proceed to the Landmarks Preservation Commission for review. The motion was carried unanimously, 5-0.

NEW BUSINESS

17. ZON-25-0067 (COA-25-0030) 801 S COUNTY RD (COMBO) - VARIANCE The applicant, LaBerge & Menard Inc., has filed an application requesting Town Council review and approval for one (1) variance to permit an additional guest house containing bedrooms with bath facilities on the landmarked property. The Landmarks Preservation Commission shall perform design review of the application. *This project shall be deferred to the January 14th Town Council meeting, pending architectural review.*

****Note: This item was deferred to January 14, 2026, at the approval of the agenda.***

18. ZON-25-0068 (ARC-25-0075) 160 BARTON AVE (COMBO) – VARIANCE. The applicant, Madeleine Parker (HCA Architecture, Representative), has filed an application requesting Town Council review and approval for one (1) variance to construction a second-floor addition within the two-story west side-yard setback. The Architectural Commission shall perform design review of the application. *This project shall be deferred to the February 11, 2026, Town Council meeting, pending architectural design review.*

****Note: This item was deferred to February 11, 2026, at the approval of the agenda.***

19. ZON-25-0071 (ARC-25-0080) 760 N OCEAN BLVD (COMBO)—SPECIAL EXCEPTION WITH SITE PLAN REVIEW AND VARIANCE. The applicant, Palm Beach Country Club Inc (WRP DESIGN & Maura Ziska Representatives), has filed an application requesting Town Council review and approval for a Special Exception and Site Plan Review for a

640 SF addition to an existing golf cart storage building in the R-A Zoning district requiring a variance for a reduced side yard setback. The Architectural Commission will perform design review of the application.

No one disclosed any ex parte communications.

Mr. Murphy provided staff comments on the project.

Council Member Araskog asked if anyone would be able to see the encroachment. Mr. Murphy responded that it was very internal to the site and if someone tried they would be able to see the encroachment although it would not have a visual impact surrounding property.

Council Member Moran asked if any road cut would be made for access from the street. Mr. Murphy stated there were currently no such plans.

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

Council Member Araskog asked about the hardship of the request. Attorney Maura Ziska responded.

A motion was made by Council Member Cooney and seconded by Council Member Araskog that Special Exception and Site Plan Review No. ZON-25-0071, 760 N. Ocean Blvd. meets the criteria set forth in sections 134-229 and 134-329, respectively, of the Town Code and finds that approval of the Site Plan will not adversely affect the public interest, that all zoning requirements governing the use have been met, and that satisfactory provision and arrangement has been made concerning items (1) through (11) of section 134-329. The motion was carried 5-0.

A motion was made by Council Member Cooney and seconded by Council President Pro Tem Crampton that Variance No. ZON-25-0071, 760 N. Ocean Blvd. shall be granted and find, in support thereof, that all the criteria applicable to this application as set forth in Section 134-201 (a), items 1 through 7, have been met. The motion was carried 4-1, with Council Member Araskog dissenting.

20. ZON-25-0073 105 CLARENDON AVE — VARIANCE. The property owners, 105 CLARENDON ROAD REVOCABLE TRUST and 874 SOUTH COUNTY LLC (Maura Ziska, Representative), have filed an application requesting Town Council review and approval for a variance to construct a new seawall, 2'-10" east of the existing seawall, which is east of the Town of Palm Beach bulkhead line, in lieu of the seawall being placed directly on or within 12" to the bulkhead line.

Mr. Murphy provided staff comments on the project.

No one disclosed any ex parte communications.

Council Member Cooney acknowledged that the wall would not only provide protection for the property but also for the town. He thought the sea walls needed to be examined for their resiliency.

Mayor Moore noted time restraints due to turtle season.

A motion was made by Council Member Cooney and seconded by Council Member Araskog that Variance No. ZON-25-0073, 105 Clarendon Avenue shall be granted and find, in support thereof, that all the criteria applicable to this application as set forth in Section 134-201 (a), items 1 through 7, have been met. The motion was carried 5-0.

21. ZON-25-0075 (COA-25-0031) 340 S COUNTY RD (COMBO) – SPECIAL EXCEPTION WITH SITE PLAN REVIEW AND VARIANCE. The property owner, 340 S COUNTY LLC (James Crowley, Representative), has filed an application requesting Town Council review and approval for a Special Exception with Site Plan Review to renovate and construct an addition to an existing Special Exception use (service station) and expand the accessory convenience store portion of the building in the C-TS zoning district and a variance to reduce the minimum on-site parking requirement, within the Town Hall Square Historic District. The Landmarks Preservation Commission shall perform design review of the application.

Several members disclosed ex parte communications.

Mr. Murphy provided staff comments on the project.

Attorney Jamie Crowley, on behalf of the owner, provided an overview of the project and explained the zoning requests. Caroline Forrest of MHK Architecture reviewed the architectural plans for the proposed site improvements.

Council Member Araskog said previously that the structure had more of a Mediterranean look. Ms. Forrest stated that the applicant had referred to the historically accurate 1954 Gulf Oil plans and was using that reference for this project.

Mayor Moore thought the plans were beautiful.

Council President Pro Tem Crampton stated he could support the project. He did not believe the program overwhelmed the site.

Council Member Cooney thought the project was exciting and acknowledged that the program was town-serving. He requested that, on the northeast and southeast landscape plans, a Royal Palm Tree be utilized.

Council Member Moran loved the project and thought it looked wonderful. She supported the project.

Council Member Araskog did not believe the building looked like Palm Beach. She acknowledged the program was town-serving.

Council President Lindsay was fond of the plans.

Council Member Cooney said the Town Council was only considering the use, and the Landmarks Preservation Commission would examine the building's appearance.

Council President Lindsay called for public comment.

Alexander Griswold, 161 Main Street, expressed his excitement for the project.

Council Member Araskog asked what the hardship was for the variance request. Mr. Crowley responded.

A motion was made by Council Member Cooney and seconded by Council President Pro Tem Crampton that Special Exception and Site Plan Review No. ZON-25-0075, 340 S. County Road meets the criteria set forth in sections 134-229 and 134-329, respectively, of the Town Code and finds that approval of the Site Plan will not adversely affect the public interest, that all zoning requirements governing the use have been met, and that satisfactory provision and arrangement has been made concerning items (1) through (11) of section 134-329. The motion was carried 5-0.

A motion was made by Council Member Cooney and seconded by Council Member Moran that Variance No. ZON-25-0075, 340 S. County Road shall be granted and find, in support thereof, that all the criteria applicable to this application as set forth in Section 134-201 (a), items 1 through 7, have been met.

Town Clerk Churney noted that Aimee Sunny was available to speak about the project online.

Aimee Sunny of the Preservation Foundation of Palm Beach spoke in support of the request. She was pleased that the lost architectural style was being revived.

The motion was carried 5-0.

22. ZON-25-0076 1768 S OCEAN BLVD—SITE PLAN REVIEW AND VARIANCES. The property owners, Four Winds Estates LLC (Maura Ziska, Representative), have filed an application requesting Town Council review and approval to replace an existing 125KW generator with a new 125KW generator requiring Site Plan Review and three (3) Variances to 1) reduce the minimum side (north) yard setback, 2) allow the generator to not be housed in an enclosed building, and 3) allow the generator to not be fully screened from the neighboring property by a concrete block wall for the landmarked property. *This project shall be deferred to the January 14, 2026, Town Council meeting, at the request of the applicant.*

****Note: This item was deferred to January 14, 2026, at the approval of the agenda.***

23. ZON-25-0077 235 SUNRISE AVE (251 SUNRISE SUITE CM 15) PB CATCH—SPECIAL EXCEPTION. The applicant, Rava LLC and 251 Partners LLC DbA The Polo Room Palm Beach, has filed an application requesting Town Council review and approval for a Special Exception request for an existing restaurant formerly known as PB CATCH to rebrand as a new-named restaurant in the C-TS zoning district with no change of increase in the approved seating count. *This project has been withdrawn by the applicant.*

****Note: This item was withdrawn at the approval of the agenda.***

24. ZON-25-0078 (ARC-25-0064) 230 BARTON AVE (COMBO)-VARIANCES. The applicant, RPI Corporation (Environment Design Group), has filed an application requesting Town Council review and approval for one (1) variance to exceed the maximum wall height to completely screen a generator. The Architectural Commission will perform design review of the application. *[The Architectural Review Commission Recommendation: Implementation of the proposed variances will not cause a negative impact on the subject property. Carried 7-0.] [The Architectural Review Commission approved this project. Carried 7-0.]*

There were no disclosures of ex parte communications.

James Murphy provided staff comments on the project.

Sean Twomey of Environment Design Group presented the landscape and hardscape plans for the site.

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

Council Member Araskog inquired about the hardship associated with the variance request. Mr. Twomey responded.

A motion was made by Council Member Cooney and seconded by Council Member Moran that Variance No. ZON-25-0078 shall be granted and find, in support thereof, that all the criteria applicable to this application as set forth in Section 134-201 (a), items 1 through 7, have been met. The motion was carried 5-0.

25. ZON-25-0081 (ARC-25-0084) 150 WORTH AVE (COMBO) - VARIANCE The applicant, Wilson 150 Worth LLC (Tim Hanlon Representative), has filed an application requesting Town Council review and approval for a variance for a greater overall height than permitted in the C-WA zoning district for the architectural modifications of the former Saks building. The Architectural Commission shall perform design review of the application.

Several members disclosed ex parte communications.

James Murphy provided staff comments on the project.

Jaime Torres Cruz of Fairfax and Sammons + Partners presented the architectural plans proposed for the site modifications.

Council President Lindsay called for public comment.

Jaime Gavigan, Attorney representing The Colony Hotel, requested that the Colony Hotel's use of the service alley not be interrupted. He asked that language be included in the agreement. He also suggested that a service alley management plan be developed and adopted. In addition, Mr. Gavigan stated that his client would like to have a construction management plan approved as part of the project.

M. Timothy Hanlon stated that no work was proposed for the service alley, so he did not believe

it was appropriate to address this issue.

Council Member Cooney asked if the owner would be amenable to installing a solid gate at the entrance to the alley. Mr. Hanlon did not think there would be any objection, although a redesign of that area would be proposed.

A motion was made by Council Member Cooney and seconded by Council Member Moran that Variance No. ZON-25-0081, 150 Worth Avenue, shall be granted and find, in support thereof, that all the criteria applicable to this application as set forth in Section 134-201 (a), items 1 through 7, have been met, and with the condition that a solid gate that is acceptable to the Architectural Commission be added to the service alley, and the applicant will work with the PZB Director on a Construction Management Agreement. The motion was carried 5-0.

ORDINANCES

26. FIRST READING

26.1 33-2025 An Ordinance of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Amending Chapter 134, Zoning By Amending Article VIII, Division 6. – Structures, Subdivision II. – Accessory Buildings And Other Structures At Sections 134-1728.-Air Conditioning And Swimming Pool, And Fountain Equipment And 134-1729.-Generators To Update The Town's Mechanical Equipment Regulations; Providing For Severability; Providing For The Repeal of Ordinances In Conflict; Providing For Codification; And Providing An Effective Date.

Director Bergman read Ordinance No. 33-2025 by title only.

Council Member Moran asked if the staff would clean up the language in the code, and they confirmed that they would.

A motion was made by Council President Pro Tem Crampton and seconded by Council Member Cooney to approve Ordinance No. 33-2025. The motion was carried unanimously, 5-0.

27. SECOND READING

27.1 29-2025 An Ordinance of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Amending Chapter 54, Historical Preservation, Article I, In General, At Section 54-2, Definitions, To Remove The Definition Of Minor Exterior Change And Add A Definition For The LPC Approval Guide; Article III, Certificate Of Appropriateness, Division 1, Generally, At Section 54-71, To Remove The Expenditure Limit For Exterior Changes And Refer To The LPC Approval Guide; Article III, Certificate Of Appropriateness, Division 2, Procedures And Effect, At Section 54-93 To Reference The LPC Approval Guide; And Article III, Certificate Of Appropriateness, Division 3, Criteria For Issuance, At Section 54-121 To Reference The LPC Approval Guide; Providing For Severability; Providing For The Repeal Of Ordinances In Conflict; Providing For Codification; And Providing An Effective Date.

Director Bergman provided a brief overview of Ordinances 29-2025 and 30-2025.

Director Bergman read Ordinance No. 29-2025 by title only.

A motion was made by Council President Pro Tem Crampton and seconded by Council Member Moran to adopt Ordinance No. 029-2025 on second reading. The motion was carried unanimously, 5-0.

27.2 30-2025 An Ordinance of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Amending Chapter 134, Zoning, Article I, In General, At Section 134-2, Definitions And Rules Of Construction Related To Building Height Point Of Measurement For Additions To Landmarked Structures; Article II, Administration, Division 4, Special Exceptions, Variances, And Dimensional Waivers, Subdivision IV, Dimensional Waivers, By Renaming Section 134-234, Dimensional Waiver And Landmark Adjustment Described And Amending To Describe Adjustments Available For Landmarked Properties And Structures; By Renaming Section 134-235, General Conditions Applicable To All Dimensional Waivers And Landmark Adjustments And Amending The General Conditions; By Renaming Section 134-237, Dimensional Adjustments For Single-Family Landmarked Properties And Amending And Adding Relief For Landmarked Properties And Structures; Providing For Severability; Providing For The Repeal Of Ordinances In Conflict; Providing For Codification; And Providing An Effective Date.

Director Bergman read Ordinance No. 30-2025 by title only.

Council Member Araskog asked about setbacks. Mr. Murphy responded that all adjustments would be included in the notice.

A motion was made by Council Member Cooney and seconded by Council Member Araskog to adopt Ordinance No. 30-2025 on second reading. The motion was carried unanimously, 5-0.

27.3 31-2025 An Ordinance of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Amending Chapter 134, Zoning Article VIII.- Supplementary District Regulations, Division 2. - Lot, Yard And Area Requirements, Subdivision III. Lot Fill By Modifying The Equation Of How Fill Is Calculated And Specifying That The Maximum Amount Of Fill Pertains Only To The Required Yard Elevations; Providing For Severability; Providing For The Repeal Of Ordinances In Conflict; Providing For Codification; And Providing An Effective Date.

Director Bergman read Ordinance No. 31-2025 by title only.

A motion was made by Council Member Cooney and seconded by Council Member Araskog to adopt Ordinance No. 31-2025 on second reading. The motion was carried unanimously, 5-0.

27.4 32-2025 An Ordinance of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Amending The Town Code Of Ordinances At Chapter 18

– Building And Building Regulations, Article Iv – Florida Building Code, By Amending Section 18-237, Agreed Maximum Time Schedule For Completion of Major Construction, Table 1, To Extend The Administrative Permit Extension Time To 90 Days; Providing For Severability; Providing For Repeal Of Ordinances In Conflict; Providing For Codification; Providing An Effective Date.

Director Bergman read Ordinance No. 32-2025 by title only.

A motion was made by Council Member Araskog and seconded by Council Member Cooney to adopt Ordinance No. 32-2025 on second reading. The motion was carried unanimously, 5-0.

ANY OTHER BUSINESS

28. Federal Aviation Administration (FAA) Lawsuit

The Town Council's consensus was to join in the lawsuit.

Attorney O'Connor stated that she had corresponded with David Ottey, Palm Beach County's Attorney, presuming the Town Council desired to join. She said he indicated that he would inquire, as legal representation had already been secured. Ms. O'Connor did not think it would be overly complicated to file a petition. She noted it would be an administrative review procedure.

A motion was made by Council Member Cooney and seconded by Ms. Araskog to join the Palm Beach County lawsuit, or if that is not acceptable to them, to direct the Town Attorney to file a petition for review of the FAA rule change with the temporary flight restrictions that impact the Town residents of Palm Beach.

Discussion ensued about the potential lawsuit.

The motion was carried unanimously, 5-0.

ADJOURNMENT

A motion was made by Council Member Moran and seconded by Council President Pro Tem Crampton to adjourn the meeting at 7:09 PM. The motion was carried unanimously, 5-0.

APPROVED:

Bobbie D. Lindsay, Town Council President

APPROVED:

Kelly Churney, CMC, Town Clerk

Date: _____

TOWN OF PALM BEACH

Information for Town Council Meeting on: January 13, 2026

To: Town Council

Via: Kirk W. Blouin, Town Manager

From: Wayne Bergman, MCP, LEED® AP, Director of Planning, Zoning & Building

Re: Minutes of the December 19, 2025, Architectural Commission Meeting

Date: 12/30/2025

STAFF RECOMMENDATION

Staff recommends that the Town Council approve the major items that ARCOM approved at the regularly scheduled meeting on December 19, 2025.

BOARD OR COMMISSION RECOMMENDATION

The Architectural Commission recommends that the Town Council approve major items considered at the regularly scheduled meeting on December 19, 2025.

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.

STRATEGIC PLAN

Strategic Priorities:

Governmental Leadership and Innovation

Strategic Focus Areas:

Collaborative Town Government

FUNDING

No Fiscal Impact



TOWN OF PALM BEACH

Minutes of the Architectural Commission Meeting Held on December 19, 2025

CALL TO ORDER AND ROLL CALL

The meeting was called to order at 09:00 AM in the Town Council Chambers.

Members Present: Betsy Shiverick, Elizabeth Connaughton, Jeffery Smith, Kenn Karakul, Kathy Georgas, Sue Patterson, David Phoenix, Richard Sammons, KT Catlin

Members Absent: Claudia Visconti

Staff Present: Friederike Mittner, Sarah Pardue, Bradley Falco, Kelly Churney, and Assistant Town Attorney Lainey Francisco

PLEDGE OF ALLEGIANCE

Chair Smith led the Pledge of Allegiance.

MINUTES

1. Minutes of the November 21, 2025, Architectural Commission Meeting

A motion was made by Ms. Catlin and seconded by Mr. Karakul to approve the minutes of the November 21, 2025, meeting as presented. The motion was carried unanimously, 7-0.

APPROVAL OF CONSENT AGENDA

A motion was made by Ms. Shiverick and seconded by Ms. Catlin to approve the consent agenda as presented. The motion was carried unanimously, 7-0.

2. EXTPLAN-25-0009 315 COCOANUT ROW The applicant, Virginia C. Knott (Environment Design Group), has filed an application requesting an Extension of Time for a previously issued Architectural Commission approval for a new vehicular driveway configuration with landscape and hardscape modifications. (ORIGINALLY ARCS-24-0105 AND APPROVED AT THE DECEMBER 20, 2024 MEETING)

3. ARC-25-0086 (ZON-25-0080) 328 CHILEAN AVE. (COMBO) The applicant, Cathy B Graham Trust (SKA Architect + Planner), has filed an application requesting Architectural Commission review and approval for window and door replacements, first floor addition to an existing accessory structure with landscape and hardscape with a variance request for deficient landscape open space. Town Council shall review the application as it pertains to zoning relief/approval.

APPROVAL OF AGENDA

A motion was made by Ms. Catlin and seconded by Mr. Karakul to approve the agenda as presented. The motion was carried unanimously, 7-0.

ADMINISTRATION OF THE OATH

Town Clerk Churney swore in all those intending to speak and continued to do so throughout the meeting, as necessary.

COMMENTS

4. OFFICIALS

No one indicated a desire to speak.

5. STAFF

Assistant Director James Murphy provided an update on the R-B zoning regulation that currently allows a five-foot reduction to the front yard setback as a matter of right in exchange for an increased rear yard. He explained that, following field reviews, consultation with architects, and discussions with the Planning and Zoning Commission, Landmarks Commission, and Town Council, staff found that North End streets vary significantly and that a uniform allowance may adversely impact neighborhood character and view corridors. Rather than eliminating the provision, staff recommended converting the allowance to a design waiver subject to review by the Architectural or Landmarks Preservation Commission, with established criteria, required documentation, neighbor notification, and a separate approval motion.

Ms. Shiverick wondered if there were any streets that may have an issue with the allowance.

Mr. Murphy did not specify any details but stated that there were streets where this could be an issue.

Mr. Sammons wondered if there were some streets that could utilize a greater setback or more flexibility. Mr. Murphy stated he would relay the suggestion to the Town Council.

Ms. Connaughton agreed with Mr. Sammons and stated that, in addition to reviewing newer examples, she believed it would be helpful to study older, pre-zoning code examples where similar conditions may exist. She acknowledged the impact of rising floor elevations but requested that staff provide specific property addresses used as examples, so Commissioners could visit the sites and better evaluate conditions that may be of concern. Mr. Murphy stated he would provide the materials to the Commissioners.

6. PUBLIC - 3 MINUTE LIMIT

No one indicated a desire to speak.

UNFINISHED BUSINESS

7. ARC-24-0122 239 WELLS RD. The applicant, 239 WELLS ROAD, LLC (Michael Perry, Representative), has filed an application requesting Architectural Commission review and approval for construction of a new, two-story residence with final hardscape, landscape and swimming pool improvements.

Several members disclosed ex parte communications.

Mr. Falco provided staff comments on the project.

Michael Perry of MP Design and Architecture presented the proposed architectural modifications for the new residence. Mario Nievera of Nievera Williams Design presented the landscape and hardscape plans for the site.

Mr. Sammons thought the design was fantastic. He said that the windows had the same proportions and the design was more harmonious. He liked the arcade pergola but did not believe the wood beam was important and thought it would be nice if the three arches centered on the pool. He said the front door and surround were oversized and recommended replacing it with a standard door. He thought the two-accent windows adjacent to the front door could be reduced in size.

Ms. Connaughton thought the plans were a huge improvement from the last presentation but wished the two-story mass on the back of the home could be rethought. She thought the proportions of the front elevation were a bit tall. She also thought the glazing on the east and west façades was over-scaled. She agreed that the front door should be reduced in size.

Mr. Phoenix wondered if consideration was given to the arches in the rear. Mr. Perry stated that he had and mentioned that a vertical muntin had been added to change the light pattern. He agreed that the accent windows could be smaller or in a different shape. Mr. Perry agreed that the windows could be scaled down. Mr. Phoenix asked if the bay window detail was made of stone. Mr. Perry stated it was Pecky Cypress.

Ms. Shiverick wondered if regular windows would be considered instead of a bay window and a different roof, other than a shed roof. Mr. Perry discussed how the elements were studied. Ms. Shiverick thought the string course was a bit high and touched the windows, and the front door was over-scaled.

Mr. Phoenix wondered if Mr. Perry considered a metal roof structure for the bay with decorative wainscoting under the window. Mr. Perry favored the cypress detail and thought stone would be too heavy.

Mr. Smith questioned the changes that were seen versus the plans that were submitted. He believed the front door and bay window were out of scale. He expressed concern about the setbacks. He noted the pergola in the rear and thought the element should be centered on the

pool.

Mr. Sammons questioned whether the shutters would be operable; Mr. Perry confirmed they would be.

Ms. Catlin agreed with Mr. Sammons. She agreed that the front door could be reduced as well as the windows.

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

Mr. Phoenix favored the arched door and was opposed to the shed roof. He thought it would be nice to align the backyard elements. He thought the windows at the front should be restudied.

Ms. Connaughton had trouble with the massing of the home, particularly the second floor.

Mr. Sammons stated that while the overall design was generally acceptable, he had concerns with proportions and massing. He commented that the bay window detailing appeared too informal for the front façade and that the overall size should be reduced. He noted that the center portion of the house was too narrow, creating proportional imbalances that affected other elements, and suggested modest dimensional adjustments to widen the center and slightly reduce the wings. He also recommended narrowing certain windows and doors to improve proportions and vertical emphasis. He concluded that with additional refinement and minor adjustments, the design could be improved.

Ms. Shiverick thought the rear design worked well. She thought the front still needed work, possibly less fenestration.

A motion was made by Ms. Shiverick and seconded by Mr. Sammons to defer the project to the January 28, 2026, meeting for a restudy in accordance with the Commissioners' comments. The motion was carried unanimously, 7-0.

8. ARC-25-0062 (ZON-25-0059) 222 CHERRY LN. (COMBO) The applicant, Nancy Clifford, has filed an application requesting Architectural Commission review and approval for construction of a new, two-story, single-family residence with final landscape, hardscape, and swimming pool improvements on an existing nonconforming parcel of land, requiring site plan review for redevelopment. Town Council shall review the application as it pertains to zoning relief/ approval.

Mr. Falco provided staff comments on the project.

Several members disclosed ex parte communications.

Yanni Varnava of Varnava Design Studio presented the architectural plans proposed for the new residence. He pointed out the changes to the landscape plans for the site.

Mr. Sammons asked if the middle bay of the home got wider. Mr. Varnava stated that it had not widened and reviewed the plans.

Ms. Georgas asked about the awning windows. Mr. Varnava responded and pointed out the

windows in the design.

Ms. Catlin asked about the size of the home. Mr. Varnava responded.

Mr. Karakul stated that he did not support the proposed house in its current design, expressing concerns that it lacked sensitivity to the scale of the street and the size of the lot. He commented that the proposal was not sufficiently creative in responding to the constraints of an undersized lot and concluded that the design required further refinement.

Mr. Smith called for public comment.

Attorney John Eubanks, on behalf of the neighbors at 217 and 225 West Indies Road, stated that the surrounding streetscape on Cherry Avenue and West Indies Drive is characterized by one-story, moderately sized homes that are compatible with the scale of their lots, which attracted residents to the neighborhood. He expressed concern that the proposed two-story house is substantially larger than surrounding homes and would appear out of scale on the small lot, potentially altering the character of both streets. He noted that the massing, height, and frontage coverage could set a precedent, leading to similar development and a “domino effect” in the area. He added that the proposal would create disharmony between the existing neighborhoods on both streets and requested that the design be revised or denied in favor of a proposal more compatible with the surrounding community.

Ms. Catlin thought the changes that were made were too minimal. She thought the home seemed too large and thought it should be reduced. She did not think the design fit in with, or was special enough for, the street; she thought it was just average. She thought the architect needed to rethink the design and explore a more creative design.

Ms. Connaughton stated that the house appeared oversized and out of place within the context of the street. She also expressed concern with the front façade, noting that the composition and balance of its elements felt unresolved and that the overall design could benefit from further refinement to improve proportional balance.

Mr. Phoenix asked about the existing square footage of the home; Mr. Varnava responded.

Mr. Smith expressed concern that the house was positioned as close as possible to the rear yard setback, placing nearly the entire structure at the minimum distance and pushing the two-story portion close to adjacent properties. He stated that this configuration would result in neighboring properties facing a large wall of the house. He also commented that, from an aesthetic standpoint, the design resembled a typical spec house and that while minor improvements had been made, the overall design had not changed significantly.

Ms. Connaughton suggested looking at the scale of the home's elements when restudying the design.

A motion was made by Ms. Catlin and seconded by Mr. Karakul to deny the project based on Section 18-205 (a) 3 of the Town Code. The motion failed 2-5, with Mses. Shiverick, Connaughton, and Messrs. Sammons, Smith, Phoenix dissenting.

A motion was made by Ms. Catlin and seconded by Ms. Shiverick to defer the project to the meeting on February 26, 2026, for a major restudy. The motion was carried unanimously, 7-0.

9. ARC-25-0053 228 VIA LAS BRISAS The applicant, VIA LAS BRISAS LLC (Catherine R. Clifton, Authorized Representative), has filed an application requesting Architectural Commission review and approval for construction of a new, two-story, single-family residence with final hardscape, landscape, and swimming pool.

Several members disclosed ex parte communications.

Mr. Falco provided staff comments on the project.

Stephen Roy of Roy & Posey presented the architectural plans for the new residence.

Ms. Shiverick wondered if an awning was considered for the rear of the home rather than a roof over the loggia; she thought there was too much roof. Mr. Roy responded that it had not been considered and discussed the design's limited color palette and their intent for continuity on all four sides.

Mr. Phoenix wondered if a pergola was considered rather than a roof over the pergola. Mr. Roy stated that a pergola was considered and discussed his client's need for shade.

Ms. Connaughton wondered if consideration had been given to a different location for the stairs or expressing it in a different way. Mr. Roy explained the reasons for the location of the stairs and the design.

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

Mr. Phoenix liked the facade, color palette, and thought it was a nice approach to a new home. He thought the home was beautiful.

Ms. Catlin commended the architect for listening to the commissioners' comments.

Ms. Patterson was in favor of the project; she thought it was beautiful.

Mr. Karakul thought the home was stylish and handsome. He agreed that the architect had addressed the commissioners' comments.

Mr. Sammons recommended minor refinements to improve proportions, including narrowing a side pilaster, widening the front door opening, and adjusting the entry surround. He also suggested modifying the roof form at the corner to enhance its appearance and stated that the design would be sound with these adjustments.

Ms. Connaughton stated that the project was attractive overall but suggested refinements, including adjustments to the rear roof form, widening the front door, and providing greater visual separation between the garage and the main house to improve the façade composition.

A motion was made by Ms. Catlin and seconded by Mr. Karakul to approve the project as

presented. The motion was carried 5-2, with Mr. Sammons and Ms. Connaughton dissenting.

10. ARC-25-0073 3140 S OCEAN BLVD. The applicant, Carton Place Condominium Association, has filed an application requesting Architectural Commission review and approval for site improvements including a new guardhouse with lift arms, installation of a fountain, new entry covering, and landscape and hardscape modifications.

Mr. Phoenix and Ms. Georgas disclosed ex parte communications.

Ms. Pardue provided staff comments on the project.

Architect Jerome Baumoehl presented architectural modifications proposed for the commercial building.

Ms. Shiverick requested clarification regarding the lighting in the portico area, specifically whether the lights were string lights or a new addition. Mr. Baumoehl explained that the lighting consists of recessed fixtures concealed within channels in the concrete columns, producing a subtle glow rather than visible fixtures, and noted that the lighting had been part of the design. Ms. Shiverick indicated some hesitation about the feature and stated she would consider it further.

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

Sean Twomey of Environment Design Group presented the changes to the proposed fountain.

A motion was made by Ms. Catlin and seconded by Mr. Karakul to approve the project as presented. The motion was carried unanimously, 7-0.

11. ARC-24-0146 258 WELLS RD. The applicant, Bear 258 LLC (Lang Design Group), has filed an application requesting Architectural Commission review and approval for two (2) swinging vehicular gates anchored by new piers and one (1) pedestrian gate with an arched landscape trellis above, located near the front property line along Wells Road. *This item has been deferred to the January 28, 2026 meeting.*

****Note: This item was deferred to January 28, 2026, at the approval of the agenda.***

12. ARC-25-0063 (ZON-25-0057) 226 OLEANDER AVE. VACANT (LOT 6 OF THE PLAT OF THE JEANETTE COURT ADDITION TO PALM BEACH) (COMBO) The applicant, Beach Gal LLC (Melissa Schorr, Manager,) has filed an application requesting Architectural Commission review and approval for construction of a new, two-story, single family residence with final landscape and hardscape; variances are requested and required to develop the nonconforming parcel of land in the R-C zoning district and for town council to review the COMBO application prior to ARCOM review and approval. Review of the COMBO application is contingent on the applicant's appeal of administrative determination being upheld by the Town Council regarding the current configuration of the parcel. Town Council shall review the application as it pertains to zoning relief/ approval. *This item has been deferred to the January 28, 2026 meeting.*

****Note: This item was deferred to January 28, 2026, at the approval of the agenda.***

13. ARC-25-0060 259 WORTH AVE. The applicant, 259 Worth Avenue LLC (Riccardo Grazia), has filed an application requesting Architectural Commission review and approval for exterior modifications to an existing storefront including new signage, entry door and awnings. *This item has been deferred to the February 25, 2026 meeting.*

****Note: This item was deferred to February 25, 2026, at the approval of the agenda.***

NEW BUSINESS

14. ARC-25-0076 (ZON-25-0066) 3031 S OCEAN BLVD. (COMBO) The applicant, PB3031 LLC, has filed an application requesting Architectural Commission review and approval for the demolition of an existing two-story building and the construction of a new five-story, 12-unit residential building requiring multiple variances from the regulations in the R-D-(1) zoning district. Town Council shall review the application as it pertains to zoning relief/approval.

Several members disclosed ex parte communications. *Note: Mr. Sammons declared a conflict of interest and left the dais during the discussion.*

**Note: A short break was taken at 10:43 a.m., and the meeting resumed at 10:58 a.m.*

Assistant Director James Murphy provided staff comments on the project. He answered questions from the commissioners.

Attorney Maura Ziska, on behalf of the applicant, presented an overview of the project and zoning requests, advocating for a positive recommendation to the Town Council.

Anne Fairfax of Fairfax and Sammons presented the architectural plans proposed for the project.

Mr. Phoenix asked about the bridge and whether it was being proposed. Ms. Fairfax stated that they would like it, but knew it would cause more variances. Mr. Phoenix asked about generators for the units. Ms. Fairfax stated they would be individual. He said the architecture was beautiful. Mr. Phoenix asked about the possibility of different colors for the building. Ms. Fairfax stated that they would study this suggestion and agreed it would help make it feel less monolithic. Mr. Phoenix asked if a tree could be added to the center of the main courtyard. Ms. Fairfax indicated that the landscape architect could address the question. However, she did speak about the limitations of the size of the tree due to the marine environment.

Ms. Shiverick thought the architecture was splendid. She asked about the gate and whether it was needed. She wondered if it would detract from the aura. Ms. Fairfax thought bollards would be a better option, and she felt there were more effective gate designs.

Ms. Georgas asked about the parking garage and how residents would get to their units. Ms. Fairfax responded and explained the functionality; she added that parking would not be utilized on the main street.

Ms. Catlin wondered if safety features would be added where the garage was pinched. Ms. Fairfax did not believe that the garage would be unsafe. Ms. Catlin asked about the number of

floors at the PalmBeacher Apartments. Ms. Fairfax responded. Ms. Catlin wondered what the man-made island was made of. Ms. Fairfax was unsure, but heard it was from the old Lake Worth Bridge.

Ms. Connaughton asked about the reason for the gate; she liked the bollard suggestion. She asked about the space between the garage level and the first main floor. Nick Spinelli of Copperline Partners reviewed the plan that showed the garage and first-floor heights. Mr. Murphy discussed the proposed heights of the garage as well as the first floor. Ms. Connaughton asked what would be in the mechanical equipment; Mr. Spinelli responded.

Ms. Patterson favored the architecture. She understood the need for a gate after first installing bollards at her home, but then changed to a gate. Ms. Fairfax stated there may be a guard.

Mr. Phoenix understood the need for the gate or security because of the deliveries and photo opportunities.

Mr. Karakul thought the project was exceptional and would be exciting. He thought the challenge would be delivering the quality that would make the project so special and added that he would not want to see the quality compromised. He supported the variances. He thought the landscaping was underdeveloped.

Mr. Smith thought the design was beautiful and romantic. However, he questioned the size, the density, and the height. He thought the design was very aggressive. Ms. Fairfax acknowledged that the project contains a high level of density and stated that the intent was to create a more urban architectural form rather than a suburban one, referencing historic Palm Beach precedents. She explained that from a development perspective, the project's size and amenities were necessary to support the significant capital investment. She noted that the design resulted from a balance between architectural goals and development realities and looked to the Board for guidance in refining the proposal.

Mr. Smith called for public comment.

Jeff Miller, 3000 S. Ocean Blvd., expressed concern that the proposal would overshadow his building and block the view from many angles. He did not object to the redevelopment or the architecture, but thought the building was too big, especially in terms of height.

Attorney Megan Wegerif, on behalf of the Bellaria at 3000 S. Ocean Blvd., stated that she had been working with the applicant on behalf of the residents, but they were not yet in a position to support the project.

Ms. Connaughton believed the buildings felt tall and wondered if they could be reduced. She agreed with Mr. Smith about the intensity and wondered if there could be more variety in the scale of the different units. She suggested differentiating the two buildings at the end. She inquired about the front entrance to each unit and wondered if they would be used; Ms. Fairfax responded and discussed how she envisioned them being used. Mr. Spinelli stated that the Fire Department did not want any parking in the drive aisle.

Steve West of Parker Yannette Design Group stated that there were a few spaces where short-

term parking could be possible in the piazza area. He spoke about his intent with the future landscaping plans.

Ms. Catlin requested that any ambiance not be lost in future changes. She thought that the variances would be required regardless of when the site was redeveloped. She expressed strong support for the concept, describing it as village-like, innovative, and precedent-setting for the South End, and praised the varied façades, use of color, greenery, and articulation to avoid flat massing. She also commended efforts to mitigate construction impacts and suggested exploring a more open gate design.

Ms. Georgas believed the owners would fill up all allowable parking spots allotted for each unit.

Ms. Fairfax requested some formal guidance from the Commission.

Mr. Karakul stated that the discussion had identified several sensitive areas, including green space, unit layout, parking, and the project entrance. He encouraged further refinement to improve openness and suggested studying the use of color, as well as viewing the project from broader vantage points, such as across the bridge, to ensure it makes the desired visual statement.

Mr. Smith stated that the project remained overly massive and suggested that reducing the number of units would improve parking conditions. He commented that while the development had the appearance of a village, it lacked shared community amenities and therefore did not function as a true village.

Mr. Phoenix expressed general support for the project and agreed that parking and service access would require careful consideration. He stated that with additional refinement, those practical concerns could be addressed, and suggested exploring visual and physical cut-throughs within the site to enhance connectivity while maintaining the village character.

Mr. Murphy reminded the Board that many of the concerns raised, including building mass, height, village character, and common green space, are directly related to zoning code provisions and the variances being requested. He noted that elements such as recreation open space and building length are addressed within the zoning code and could help mitigate massing if applied differently. He encouraged Commissioners to view these issues in the context of the variance requests and invited continued dialogue with staff on zoning matters during future reviews.

A motion was made by Ms. Catlin and seconded by Ms. Connaughton to defer the project to the meeting on February 25, 2026. The motion was carried unanimously, 7-0.

15. ARC-25-0082 216-218 WORTH AVE. The applicant, Brunello Cucinelli Boutique (AND Studio/ Shutts & Bowen LLP Representatives), has filed an application requesting Architectural Commission review and approval for exterior façade alterations, including a new ground-floor storefront system and new signage.

Several members disclosed ex parte communications.

Ms. Mittner provided staff comments on the project.

Roger Ramdeem of Shutts and Bowen provided an overview of the request. Dakota Hendon of AND Studio Architecture and Design presented the architectural plans proposed for the commercial building.

Ms. Connaughton inquired about the existing travertine and requested a sample of the proposed material. Mr. Hendon responded and provided a sample.

Ms. Patterson questioned whether making both sides of the open-air corridor identical could result in a loss of character, despite the staff's conclusion that no historic materials would be lost due to prior alterations. Ms. Mittner responded that the proposed design would comply with Worth Avenue Design Guidelines, noting that the storefront widths remain within established standards. She added that many existing elements, including the concrete louvers, are not original and have been altered over time, which is why historical reference materials were provided.

Ms. Shiverick asked about the next tenants who wanted to have the buildings separated. Mr. Herndon stated the plan was to renovate the space and stay there for some time.

Ms. Connaughton asked about the corridor and wondered why it was not centered. Mr. Hendon responded and described the current layout.

Mr. Phoenix wondered how far the grill was set back from the front design. Mr. Hendon responded and showed the details in the plan. Mr. Phoenix asked about the area at the end of the Via. Mr. Herndon described the use of the space. Mr. Phoenix recommended adding a lantern to break up the façade.

Ms. Connaughton thought the work was beautiful, but preferred splitting up the shop fronts for a smaller scale.

Ms. Georgas favored adding a lantern between the two storefronts, a suggestion made by Mr. Phoenix.

A motion was made by Mr. Sammons and seconded by Ms. Catlin to approve the project with the condition that a lantern be added above the center walkway and that the lantern be approved by the staff in coordination with the chair. The motion was carried unanimously, 7-0.

16. ARC-25-0084 (ZON-25-0081) 150 WORTH AVE (COMBO). The applicant, Wilson 150 Worth LLC (Tim Hanlon Representative), has filed an application requesting Architectural Commission review and approval for exterior façade alterations, including new windows and doors, architectural enhancements such as pilasters, a frieze band, arches, tile, and awnings. This is a combination project that shall also be reviewed by the Town Council as it pertains to zoning relief/approval.

Ms. Mittner provided staff comments on the project.

Several members disclosed ex parte communications. *Note: Mr. Sammons declared a conflict of interest and left the dais during the discussion.*

Attorney M. Timothy Hanlon, on behalf of the building's owner, provided an overview of the

project. Anne Fairfax of Fairfax and Sammons presented the architectural plans proposed for the project.

Ms. Shiverick favored the improvements to the western side. She wondered if they considered changing something where the living wall is located. Ms. Fairfax explained the Palm Beach Garden Club's position on the green wall, since it was donated by them. Ms. Fairfax prepared a reduced version of the garden wall with windows on the side and showed alternate renderings. She stated that the ownership also proposed an additional living wall around the loading dock. She provided new renderings of this area as well.

Mr. Phoenix liked the newly proposed living wall. He suggested framing it with terracotta. He wondered if a Via was considered on the South County Road. Ms. Fairfax liked the idea, but the ownership was not in favor of the suggestion. Mr. Phoenix asked about the changes to the colonnade at the west entrance. Ms. Fairfax explained how it would be changed. Mr. Phoenix inquired about the lighting and planters, and recommended adding more finishing touches to the colonnade; Ms. Fairfax responded. Mr. Phoenix discussed phasing the construction with Ms. Fairfax.

Ms. Patterson preferred the alternate view of the living wall, with the two additional windows. She also agreed that more detailing could be added in the colonnade on the west side.

Ms. Georgas wondered if the new entrance to S. County Road would cause more traffic to stop for pedestrian drop off.

Ms. Catlin liked the idea of framing the living wall and suggested placing doors on either side of the wall. She favored the living wall over the loading dock. She did not oppose adding embellishments to the west end colonnade, but she liked the simplicity and brightness of the area.

Ms. Connaughton wondered if the loading dock would still be needed if the space were occupied by smaller stores. Ms. Fairfax responded and stated it was unknown at this time. Ms. Connaughton thought anything done to mitigate the loading dock would be nice.

Mr. Karakul thought the project was nice. He recommended taking the living wall higher if the reduced, alternative wall is built.

Mr. Smith supported the alternate design of the living wall but thought they should change it into windows rather than doors so that signage would not be added. He agreed with Mr. Karakul that the living wall should go up to the cornice. He questioned the size of the cornice but knew it was rendered it appear oversized.

Mr. Smith called for public comment.

Attorney Jamie Gavigan, on behalf of The Colony, stated that the hotel does not oppose the project or its architecture but raised several concerns. He emphasized the importance of ensuring that the owner and future tenants do not object to the Colony's continued use of the service alley for deliveries, noting its long-standing use and explaining that this concern contributed to the Town Council's requirement for a solid gate. He also requested consideration

of a service alley management plan among the owner, the Colony, and neighboring properties to address future operational issues. Additionally, while acknowledging that rooftop use was not part of the current application, he stated for the record that the Colony would object to any future rooftop restaurant or active use due to potential impacts on the hotel.

Mr. Hanlon stated that the issues stated by Mr. Gavigan were not the purview of the Architectural Commission.

A motion was made by Mr. Phoenix and seconded by Ms. Patterson to approve the project with the following conditions: the commission preferred the reduced size of living wall (subject to the Garden Club's approval), terracotta framing, raised to cornice line, flanked by two windows on the west façade to return to Chair for details on the north entrance including gas lanterns, embellishment around windows, tile in arches, groin vaults, and the screening of the loading dock. The motion was carried 6-1, with Ms. Connaughton dissenting.

**Note: A short break was taken at 1:36 p.m., and the meeting resumed at 1:47 p.m.*

17. ARC-25-0080 (ZON-25-0071) 760 N OCEAN BLVD. (COMBO) The applicant, Palm Beach Country Club Inc (WRP DESIGN & Maura Ziska Representative), has filed an application requesting Architectural Commission review and approval for a 640 SF addition to the golf cart storage building. Town Council shall review the application as it pertains to zoning relief/approval.

Ms. Mittner provided staff comments on the project.

Several members disclosed ex parte communications.

Bill Panasuik with WRP Design presented the architectural modifications proposed for the site.

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

A motion was made by Mr. Phoenix and seconded by Ms. Shiverick to approve the project as presented. The motion was carried unanimously, 7-0.

18. ARC-25-0085 123 CHILEAN AVE. The applicants, Paul & Aline Griffin, have filed an application requesting Architectural Commission review and approval for design changes to a previously approved new, two-story, single-family residence and accessory structure.

Several members disclosed ex parte communications.

Mr. Falco provided staff comments on the project.

Patrick Segraves of SKA Architect + Planner presented the architectural modifications proposed for the new residence. Steve West of Parker Yannette Design to present the landscape and hardscape plans for the site.

Ms. Connaughton asked about the tabby color proposed. Mr. West responded.

Ms. Georgas asked about the detailed scallop overhang on the front facade. Mr. Segraves

explained the previous and current design.

Mr. Sammons requested a comparison between the current proposal and the previously submitted design and commented on window proportions, suggesting that wider, more consistently proportioned casement windows, similar to those on the side elevation, be used on the front façade and porch. He also suggested extending balcony widths and adjusting the window above the entry to improve balance and avoid overly narrow proportions. Mr. Segraves responded that the suggested adjustments could be accommodated and acknowledged the intent to refine the design to better reflect appropriate proportions and architectural style.

Ms. Connaughton asked about the ceiling height and wondered if it could be shortened in height. Mr. Segraves advocated for the proposed height. Ms. Connaughton agreed with the comment to widen the balcony on the front facade.

Ms. Shiverick asked where the stained-glass would be sourced. Mr. Segraves responded.

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

A motion was made by Mr. Sammons and seconded by Mr. Phoenix to approve the project with the following conditions: lowering the proportions of the stained-glass windows, utilizing the same windows on the second floor, and widening the front arch with an iron grill on top to relieve the height. The motion was carried unanimously, 7-0.

19. ARC-25-0087 (ZON-25-0079) 320 DUNBAR RD. (COMBO) The applicant, Peter May (Ferguson & Shamamian Architects), has filed an application requesting Architectural Commission review and approval for a new rear loggia with variances to exceed allowable Cubic Content Ratio (CCR) and lot coverage. Town Council shall review the application as it pertains to zoning relief/approval.

Ms. Pardue provided staff comments on the project.

Several members disclosed ex parte communications.

Scott Sottile of Ferguson Shamamian presented the architectural plans for the new rear loggia.

Mr. Sammons provided suggestions for the size and width of the beam.

Ms. Connaughton thought it was pushed too far forward on the façade. She agreed with Mr. Sammons' comments.

Ms. Shiverick asked about the existing awning and if it had failed. Mr. Sottile spoke about the client's need for weather protection.

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

A motion was made by Ms. Shiverick and seconded by Mr. Sammons to approve the project as presented. The motion was carried unanimously, 7-0.

A motion was made by Ms. Shiverick and seconded by Ms. Catlin that the implementation of

the proposed variances will not cause a negative architectural impact on the subject property. The motion was carried unanimously, 7-0.

20. ARCS-25-0937 (ZON-25-0082) 241 EL DORADO LN. (COMBO) The applicant, Desmond & Cristina Keogh (Paradelo Burgess Design Studio), has filed an application requesting Architectural Commission review and approval of after the fact installation artificial turf requiring variances for open landscape and front yard open space. Town Council shall review the application as it pertains to zoning relief/approval.

Ms. Pardue provided staff comments on the project.

Ms. Connaughton disclosed ex parte communications.

Desmond Keogh, owner of 241 El Dorado Lane, explained his request for artificial turf due to his medical condition.

Ms. Patterson could not support artificial turf because she felt it would set a precedent.

Ms. Connaughton asked about the area where the artificial turf was proposed. Andres Paradelo of Paradelo Burgess Design Studio showed where artificial turf would be installed on the site. Ms. Connaughton empathized with the owner but wondered if ground covering was considered. Mr. Keogh responded. Mr. Paradelo stated that no pesticides are used on the site.

Ms. Shiverick agreed with Ms. Connaughton that a compromise of ground covering with stepping stones would be a good solution, and turf only on the putting green.

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

Mr. Paradelo stated they would like to return with a different solution.

A motion was made by Ms. Shiverick and seconded by Ms. Catlin to defer the project to January 28, 2026. The motion was carried unanimously, 7-0.

ANY OTHER BUSINESS

Ms. Catlin stated that several professionals had requested that the commissioners acknowledge receipt of communications from them, even if they choose not to meet or respond. Their clients are not always happy to hear that they did not receive a response from the commissioners. Mr. Smith asked Town Attorney Francisco if that was required; he believed it would open the door to ex parte discussions. Ms. Francisco stated she would discuss this at the next meeting.

Ms. Connaughton wondered if the Town could prohibit artificial turf? Ms. Mittner stated that this would be a policy decision by the Town Council. Ms. Connaughton thought the commissioners should study the Worth Avenue Design Guidelines, as she felt the stores on Worth Avenue were being combined with second stories. She thought the commission and the Town Council should look at these projects with more discretion.

Ms. Connaughton recommended that the commissioners review the John Volk home and the columns in Phipps Plaza; she stated she did not understand how the garage feature was

approved.

MEETING SCHEDULE

21. The next meeting is scheduled for January 28, 2026

ADJOURNMENT

A motion was made by Mr. Sammons and seconded by Ms. Catlin to adjourn the meeting at 02:43 PM. The motion was carried unanimously, 7-0.

Respectfully Submitted,

Jeffery W. Smith, Chair

TOWN OF PALM BEACH

Information for Town Council Meeting on: January 13, 2026

To: Town Council

Via: Robert Miracle, CPA Deputy Town Manager, Finance and Administration
Kirk W. Blouin, Town Manager

From: Dean Mealy, II NIGP-CPP, CPPO, FCCM Town Procurement and Contract
Division Director

Re: A Resolution of the Town Council of the Town Of Palm Beach, Palm Beach
County, Florida, awarding ITB No. 2026-004, Cocoanut Row Watermain
Replacement to Johnson Davis Incorporated in the amount of \$2,695,500,
approving a contingency in the amount of \$539,100 and approving a project
budget in the amount of \$3,234,600.
1-2026

Date: 12/22/2025

STAFF RECOMMENDATION

Staff recommends the Town Council approve Resolution No. 1-2026, awarding ITB No. 2026-004, Cocoanut Row Watermain Replacement to Johnson Davis Incorporated in the amount of \$2,695,500, approving a contingency in the amount of \$539,100 and approving a project budget in the amount of \$3,234,600.

SUMMARY EXPLANATION/BACKGROUND

The City of West Palm Beach has identified the replacement of the 16-inch watermain along Cocoanut Row that extends from Pendleton Lane to Royal Poinciana Way as a high priority project. The design has been completed, the project advertised for bids and bids were received by the Town of Palm Beach. The Town advertised the project under ITB 2026-004 to the prequalified utility contractors and received two bids. The bids ranged from \$2,695,500 to \$2,987,430. The Engineer's Opinion of Probable Construction Cost for the project was \$3,647,000. Johnson Davis Incorporated is the apparent lowest responsive bidder at \$2,695,000.

Staff recommends a waiver to Section 42-196 through Section 42-199 of the Town Code of Ordinances to allow for extended work hours on Saturday, and nighttime work hours as necessary, and as approved by Public Works. Staff also recommends a waiver to the Noise Ordinance for construction activities or those same Saturday and night-time activities from Section 42-226 through Section 42-229 of the Town Code of

Ordinances.

Per agreement with the City of West Palm Beach, the Town has the ability to take the lead on the implementation of the construction of watermain. All work associated with the construction award and management will be funded by the Repair and Replacement Fund from the City of West Palm Beach. Town staff typically takes the primary role in construction within the Town due to the significance of the construction and the sensitivity to the residents. This construction is expected to take place from March 2026 to November 2026.

FUNDING/FISCAL IMPACT

This project will be funded from the City of West Palm Beach Repair and Replacement Account as part of the Interlocal Agreement with the City of West Palm Beach.

TOWN ATTORNEY REVIEW

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

STRATEGIC PLAN

Strategic Priorities:

Safe and Resilient Community, Environmental Stewardship

Strategic Focus Areas:

Water Resources

FUNDING

Funded

RESOLUTION NO. 1-2026

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, AWARDED ITB NO. 2026-004, COCOANUT ROW WATERMAIN REPLACEMENT TO JOHNSON DAVIS INCORPORATED IN THE AMOUNT OF \$2,695,500, APPROVING A CONTINGENCY IN THE AMOUNT OF \$539,100 AND APPROVING A PROJECT BUDGET IN THE AMOUNT OF \$3,234,600.

NOW, THEREFORE BE IT RESOLVED BY THE TOWN COUNCIL of the Town of Palm Beach, Palm Beach County, Florida, as follows:

Section 1: The Town Council of the Town of Palm Beach hereby approves Resolution No. 1-2026, awarding ITB No. 2026-004, Cocoanut Row Watermain Replacement to Johnson Davis Incorporated in the amount of \$2,695,500, approving a contingency in the amount of \$539,100 and approving a project budget in the amount of \$3,234,600.

Section 2: The Town Council approves a waiver to Section 42-196 through 42-199 of the Town Code of Ordinances to allow for extended work hours on Saturday, and night-time work hours as necessary, and as approved by Public Works. Town Council approves a waiver to the Noise Ordinance for construction activities on those same Saturday and night-time activities from Section 42-226 through 42-229 of the Town Code of Ordinances.

Section 3: The Town Manager or his designee is hereby authorized to execute the contract, the Interlocal Agreement and the 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 on 13th day of January 2026

Danielle H. Moore, Mayor

Bobbie Lindsay, Town Council President

Lewis S.W. Crampton, Council President
Pro Tem

Julie Araskog, Town Council Member

ATTEST:

Edward A. Cooney, Town Council Member

Kelly Churney, CMC, Town Clerk

Bridget Moran, Town Council Member



Bid Schedule of Values (BT-46D)

Notes:

Performance Bonds, Payment Bonds, and Insurance be applied.

Proof of Contractor's payment of these items shall payment.

Instructions

- When pasting content, please use Paste Special as Text without formatting.
- You can only submit text based responses, please do not use images or tables.
- Please do not change the structure of any of the worksheets. (e.g. adding or deleting rows or columns)
- Any additional information outside of the given structure of the worksheets will not be considered.
- Please do not save this file in a different format. Saving this file in a different format will result in disqualification.
- Please follow the instructions provided along with this file to submit your bid.
- You must bid on every item. To do so, all of the editable cells in the bid schedule must be filled out.
- Please do not use Excel formulas in your responses.
- If you have any questions regarding the content of this file, please contact Euna Procurement at (561) 851-2200.
- If you have any technical problems, please contact Euna Procurement at (561) 851-2200.

R)

ce are paid as a pass through; no markup shall

I be required upon submittal of application for

out any formatting.

special characters like emojis.

Changing the structure will invalidate your submission.

e worksheets will not be visible to the purchaser.

e in a different format will invalidate your submission.

ubmit it back to Euna Procurement.

for the item must contain a valid value.

ase contact the appropriate purchaser.

urement at support.bonfire@eunasolutions.com.

Responses

Success: All data is valid!

Status	#
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General Conditions: Watermain

Success: All values provided	#1-1
Success: All values provided	#1-2
Success: All values provided	#1-3
Success: All values provided	#1-4
Success: All values provided	#1-5
Success: All values provided	#1-6
Basket Total	

Right of Way Restoration

Success: All values provided	#2-1
Success: All values provided	#2-2
Success: All values provided	#2-3
Success: All values provided	#2-4
Success: All values provided	#2-5
Basket Total	

Watermain Installation

Success: All values provided	#3-1
Success: All values provided	#3-2
Success: All values provided	#3-3
Success: All values provided	#3-4
Success: All values provided	#3-5

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Success: All values provided	#3-61
Success: All values provided	#3-62
Basket Total	

Grand Total	
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Item Number Item Description	Unit
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and Roadway

1 Mobilization/Demobilization	LS
2 Maintenance of Traffic	LS
3 Bonds/Insurance	LS
4 Survey Layout and Record Drawings	LS
5 Professional Videotaping of Site Conditions (Pre & Post Construction)	LS
6 Testing and Inspections	LS

7 Milling and Paving	SY
8 Concrete Sidewalk/Driveway Restoration	LS
9 Trench Repair	LF
10 Site Restoration	LS
11 Protect Existing Tree	EA

12 4" Watermain removal	LF
13 6" Watermain removal	LF
14 8" Watermain removal	LF
15 Remove existing 16" L.J. CIP Watermain	LF
16 Remove Hymax coupling	EA

17 Remove Existing Valve	EA
18 Grout fill existing 16" Watermain	LF
19 Construct 4" DIP Watermain	LF
20 Construct 6" DIP Watermain	LF
21 Construct 8" DIP Watermain	LF
22 Construct 16" DIP Watermain	LF
23 Connection to existing 4" Watermain	EA
24 Connection to existing 6" Watermain	EA
25 Connection to existing 8" Watermain	EA
26 Fire line connections 4"	EA
27 Fire line connections 6"	EA
28 16" Foster Adaptors	EA

29 8" 11.25° DIP Bend	EA
30 16" 11.25° DIP Bend	EA
31 6" 22.5° DIP Bend	EA
32 8" 22.5° DIP Bend	EA
33 16" 22.5° DIP Bend	EA
34 4" 45° DIP Bend	EA
35 6" 45° DIP Bend	EA
36 8" 45° DIP Bend	EA
37 16" 45° DIP Bend	EA
38 6" 90° DIP Bend	EA
39 16" 90° DIP Bend	EA
40 6" x 4" DIP Reducer	EA

41 8" x 6" DIP Reducer	EA
42 16" x 6" DIP Tee	EA
43 16" x 8" DIP Tee	EA
44 4" DIP Sleeve	EA
45 6" DIP Sleeve	EA
46 16" DIP Sleeve	EA
47 16" x 6" Tapping Sleeve and Valve	EA
48 8"x 8" Tapping Sleeve and Valve	EA
49 6" x 6" Tapping Sleeve and Valve	EA
50 4" DIP Gate Valve with Box	EA
51 6" DIP Gate Valve with Box	EA
52 8" DIP Gate Valve with Box	EA

53 16" DIP Gate Valve with Box	EA
54 Construct 6" Linestop	EA
55 Construct 8" Linestop	EA
56 Construct 16" Linestop	EA
57 Construct 6" Thrust Collar	EA
58 Construct 8" Thrust Collar	EA
59 Construct 16" Thrust Collar	EA
60 Construct 6" Joint Restraints	EA
61 Construct 8" Joint Restraints	EA
62 Construct 16" Joint Restraints	EA
63 Sample Points	EA
64 Connect to existing water meter, services 2" and under including ball corp stop with	EA

65 Connect to existing water meter, services 3" and larger	EA
66 Fire Hydrant Assembly & Removal of existing fire hydrant	EA
67 Construct 2" Water Service	EA
68 Construct 6" HDPE Temp Watermain	LF
69 Install New Water Meter Box 17"x30" per City AML	EA
70 Construct 6" Meter Vault	EA
71 Extra Materials - 16" DIP (ALLOWANCE)	LF
72 Extra Materials - Hymax Couplings (ALLOWANCE)	EA
73 Polyethylene Jacket	LF



	Numeric	
Quantity	Unit Price	Total Amount

1	\$ 133,595.00	\$ 133,595.00
1	\$ 75,000.00	\$ 75,000.00
1	\$ 45,000.00	\$ 45,000.00
1	\$ 40,000.00	\$ 40,000.00
1	\$ 5,000.00	\$ 5,000.00
1	\$ 25,000.00	\$ 25,000.00
		\$ 323,595.00

10669	\$ 20.00	\$ 213,380.00
1	\$ 14,000.00	\$ 14,000.00
3000	\$ 65.00	\$ 195,000.00
1	\$ 80,000.00	\$ 80,000.00
1	\$ 500.00	\$ 500.00
		\$ 502,880.00

10	\$ 40.00	\$ 400.00
60	\$ 40.00	\$ 2,400.00
51	\$ 40.00	\$ 2,040.00
300	\$ 40.00	\$ 12,000.00
2	\$ 2,500.00	\$ 5,000.00

1	\$ 600.00	\$ 600.00
2100	\$ 40.00	\$ 84,000.00
55	\$ 145.00	\$ 7,975.00
300	\$ 105.00	\$ 31,500.00
110	\$ 160.00	\$ 17,600.00
2480	\$ 285.00	\$ 706,800.00
1	\$ 3,000.00	\$ 3,000.00
4	\$ 3,700.00	\$ 14,800.00
2	\$ 4,500.00	\$ 9,000.00
2	\$ 3,500.00	\$ 7,000.00
2	\$ 4,000.00	\$ 8,000.00
2	\$ 1,000.00	\$ 2,000.00

4	\$ 1,200.00	\$ 4,800.00
4	\$ 3,100.00	\$ 12,400.00
5	\$ 1,000.00	\$ 5,000.00
3	\$ 1,200.00	\$ 3,600.00
6	\$ 3,100.00	\$ 18,600.00
5	\$ 850.00	\$ 4,250.00
9	\$ 900.00	\$ 8,100.00
7	\$ 1,200.00	\$ 8,400.00
21	\$ 3,300.00	\$ 69,300.00
3	\$ 900.00	\$ 2,700.00
2	\$ 3,700.00	\$ 7,400.00
2	\$ 750.00	\$ 1,500.00

2	\$ 900.00	\$ 1,800.00
9	\$ 3,600.00	\$ 32,400.00
4	\$ 3,900.00	\$ 15,600.00
2	\$ 1,000.00	\$ 2,000.00
4	\$ 1,050.00	\$ 4,200.00
4	\$ 3,800.00	\$ 15,200.00
3	\$ 14,000.00	\$ 42,000.00
2	\$ 18,000.00	\$ 36,000.00
1	\$ 15,000.00	\$ 15,000.00
1	\$ 2,600.00	\$ 2,600.00
15	\$ 3,000.00	\$ 45,000.00
4	\$ 4,200.00	\$ 16,800.00

6	\$ 15,000.00	\$ 90,000.00
2	\$ 8,000.00	\$ 16,000.00
3	\$ 8,200.00	\$ 24,600.00
5	\$ 22,500.00	\$ 112,500.00
2	\$ 2,700.00	\$ 5,400.00
3	\$ 2,700.00	\$ 8,100.00
5	\$ 5,000.00	\$ 25,000.00
2	\$ 1,700.00	\$ 3,400.00
3	\$ 1,800.00	\$ 5,400.00
5	\$ 3,500.00	\$ 17,500.00
16	\$ 1,500.00	\$ 24,000.00
8	\$ 1,500.00	\$ 12,000.00

2	\$ 3,000.00	\$ 6,000.00
5	\$ 7,000.00	\$ 35,000.00
8	\$ 6,100.00	\$ 48,800.00
240	\$ 132.00	\$ 31,680.00
8	\$ 1,300.00	\$ 10,400.00
1	\$ 55,000.00	\$ 55,000.00
100	\$ 180.00	\$ 18,000.00
10	\$ 2,500.00	\$ 25,000.00
3240	\$ 2.00	\$ 6,480.00
		\$ 1,869,025.00

		\$ 2,695,500.00
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December 15, 2025

Dennis Polski, P.E.
Town of Palm Beach – Public Works Department
951 Old Okeechobee Road, Suite A
West Palm Beach, FL 33401

Bid Review
RE: *Cocoanut Row Water Main Replacement Project*
Kimley-Horn Project No. 044063339

Dear Dennis:

The Town of Palm Beach ("Town") publicly advertised the bid documents for the replacement of the Cocoanut Row Watermain and hosted a pre-bid meeting on November 13, 2025. Kimley-Horn attended the meeting and assisted with explaining the project and answering questions from the potential bidders in attendance. The Town received bids for the project on December 12, 2025 and provided a bid tabulation to Kimley-Horn for the bids that were received. The bids ranged from \$2,695,500 to \$2,987,430. The Engineer's Opinion of Probable Construction Cost for the project was \$3,647,000.

Kimley-Horn has been asked to review the bid proposal for the apparent low bidder for completeness with respect to the lowest responsive, responsible bidder. A copy of the apparent low bid was provided to Kimley-Horn by the Town for review. The apparent low bidder is Johnson Davis, Inc., with a bid amount of \$2,695,500. Kimley-Horn reviewed the bid to determine if the bidder is responsive and responsible. The results of our review are as follows:

- No math errors were found on the Schedule of Bid Items
- The bid amount is 26% less than the Engineer's Opinion of Probable Construction Cost provided by Kimley-Horn
- The bid tabulation appears to be complete, in accordance with the Bid Schedule.

Based on the results of our review, it is our opinion that Johnson Davis, Inc. submitted the lowest responsive, responsible bid.

Please contact me at (561) 290-0962 or Kaitlin.Townsend@kimley-horn.com should you have any questions.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.

A handwritten signature in blue ink, appearing to read "Kaitlin Townsend".

Kaitlin Townsend, P.E.

TOWN OF PALM BEACH

Information for Town Council Meeting on: January 13, 2026

To: Town Council

Via: Robert Miracle, CPA Deputy Town Manager, Finance and Administration
Kirk W. Blouin, Town Manager

From: Dean Mealy, II NIGP-CPP, CPPO, FCCM Town Procurement and Contract
Division Director

Re: A Resolution of the Town Council of the Town Of Palm Beach, Palm Beach
County, Florida, accepting a donation from the Police and Fire Foundation in the
amount of \$122,760 for the purchase of four (4) Siemens EPOC point-of-care
testing devices, printers, and associated startup costs related for Palm Beach Fire
Rescue.
2-2026

Date: 12/22/2025

SUMMARY/BACKGROUND

Pursuant to Administrative Procedure 1-25-06, Town Donation Policy, staff is recommending that the donation for the purchase of four (4) Siemens EPOC point-of-care testing devices and associated printers be accepted from The Palm Beach Police and Fire Foundation.

STAFF RECOMMENDATION

Staff recommend the Town Council approve Resolution No. 2-2026, accepting the generous donation for the purchase of four (4) Siemens EPOC point-of-care testing devices and associated printers be accepted from The Palm Beach Police and Fire Foundation. This is an accompanying item to Resolution No. 2-2026.

TOWN ATTORNEY REVIEW

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

STRATEGIC PLAN

Strategic Priorities:

Safe and Resilient Community, Community Culture and Character

Strategic Focus Areas:

Cooperative Relationships
Emergency Management

FUNDING
Donations

RESOLUTION NO. 2-2026

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, ACCEPTING A DONATION FROM THE POLICE AND FIRE FOUNDATION IN THE AMOUNT OF \$122,760 FOR THE PURCHASE OF FOUR (4)) SIEMENS EPOC POINT-OF-CARE TESTING DEVICES, PRINTERS, AND ASSOCIATED STARTUP COSTS RELATED FOR PALM BEACH FIRE RESCUE.

NOW, THEREFORE BE IT RESOLVED BY THE TOWN COUNCIL of the Town of Palm Beach, Palm Beach County, Florida, as follows:

Section 1: The Town Council of the Town of Palm Beach hereby approves Resolution No. 2-2026, accepting a donation from the Police and Fire Foundation in the amount of \$122,760 for the purchase of four (4) Siemens EPOC point-of-care testing devices, printers, and associated startup costs related for Palm Beach Fire Rescue.

PASSED AND ADOPTED in a regular, adjourned session of the Town Council of the Town of Palm Beach assembled on 13th day of January 2026.

Danielle H. Moore, Mayor

Bobbie Lindsay, Town Council President

Lewis S.W. Crampton, Council President
Pro Tem

Julie Araskog, Town Council Member

ATTEST:

Edward A. Cooney, Town Council Member

Kelly Churney, CMC, Town Clerk

Bridget Moran, Town Council Member



THE PALM BEACH POLICE & FIRE FOUNDATION

Board of Directors

John F. Scarpa
Chairman & Co-Founder

Timothy Moran
Vice Chairman & Co-Founder

David S. Mack
Vice President

Michael A. Belisle
1st Vice President

Annie Falk
Secretary/Treasurer

E. Hunter Beebe

Howard B. Bernick

Jell Greene

Lawrence Herbert

John W. Jordan II

Michele Kessler

William L. Koch

David W. Levinson

Janet Levy

Jeffrey A. Marcus

John W.S. Preston

Thomas C. Quick

Herb Sheu

Rebecca Godwin
President & COO

December 16, 2025

Town Council of the Town of Palm Beach
360 South County Road
Palm Beach, FL 33480

Dear Mayor Moore, Council President Lindsay, Council President Pro-Tem Crampton, and members of the Town of Palm Beach Town Council,

Please accept this letter as confirmation that the Palm Beach Police & Fire Foundation will donate \$122,760.00 to the Town of Palm Beach Fire Rescue Department for the purchase and implementation of the Siemens EPOC Point of Care testing program.

The Foundation's Board of Directors is passionate about providing support for Palm Beach Police and Fire Rescue Departments to purchase equipment and tools that are above and beyond what is budgeted for by the town. We are very excited to be able to purchase this state of the art equipment for Palm Beach Fire Rescue!

If you have any thoughts or questions regarding this matter, please reach out to me via email at rebecca@pbpf.us or by phone at 561-508-0082 at your earliest convenience.

Warm Regards,

Rebecca Godwin
President & COO

TOWN OF PALM BEACH

Information for Town Council Meeting on: January 13, 2026

To: Town Council

Via: Robert Miracle, CPA Deputy Town Manager, Finance and Administration
Kirk W. Blouin, Town Manager

From: Dean Mealy, II NIGP-CPP, CPPO, FCCM Town Procurement and Contract
Division Director

Re: A Resolution of the Town Council of the Town Of Palm Beach, Palm Beach
County, Florida, approving purchase orders for four (4) Siemens EPOC point-of-
care testing devices, printers, and associated startup costs in the amount of
\$122,760 for Palm Beach Fire Rescue.
3-2026

Date: 12/23/2025

STAFF RECOMMENDATION

Staff recommends the Town Council approve Resolution No. 3-2026, approving purchase orders for four (4) Siemens EPOC point-of-care testing devices, printers, and associated startup costs in the amount of \$122,760 for Palm Beach Fire Rescue.

SUMMARY EXPLANATION/BACKGROUND

The Siemens EPOC system is a portable, handheld blood analysis device that allows paramedics to perform rapid, on-scene diagnostic testing, including blood gases, electrolytes, lactate, and metabolic indicators, with results available within minutes and transmitted to receiving hospitals while the patient is en route. This technology enhances prehospital patient assessment, supports earlier identification of critical conditions such as sepsis, respiratory failure, and shock improves treatment decision-making, ultimately improving patient outcomes for residents and visitors of the Town.

This agenda item is associated to Resolution No. 3-2026, in which the Police and Fire Foundation have graciously donated funds to cover the purchase of the equipment and associated costs over a period of five years.

FUNDING/FISCAL IMPACT

This project will be funded by a donation from the Police and Fire Foundation in the amount of \$122,760. The breakdown of costs is reflected as follows:

Equipment \$40,710

Policy Manual \$1,500

Startup Cost \$1,000

Annual Commitment (five years) \$13,090.50 annually and a five-year award in the amount of \$65,452.50

Department Accreditation \$1,620 annually and a five-year award in the amount of \$8,100

1st year technical support, \$500 monthly for an annual award in the amount of \$6,000, after which it will be supported by the Medical Doctor engaged by Fire/EMS

TOWN ATTORNEY REVIEW

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

STRATEGIC PLAN

Strategic Priorities:

Safe and Resilient Community, Community Culture and Character

Strategic Focus Areas:

Emergency Management

FUNDING

Donations

RESOLUTION NO. 3-2026

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING PURCHASE ORDERS FOR FOUR (4) SIEMENS EPOC POINT-OF-CARE TESTING DEVICES, PRINTERS, AND ASSOCIATED STARTUP COSTS IN THE AMOUNT OF \$122,760 FOR PALM BEACH FIRE RESCUE.

NOW, THEREFORE BE IT RESOLVED BY THE TOWN COUNCIL of the Town of Palm Beach, Palm Beach County, Florida, as follows:

Section 1: The Town Council of the Town of Palm Beach hereby approves Resolution No. 3-2026, approving purchase orders for four (4) Siemens EPOC point-of-care testing devices, printers, and associated startup costs in the amount of \$122,760 for Palm Beach Fire Rescue.

Section 2: The Town Manager or his designee is hereby authorized to execute the contract and execute the purchase orders 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 on 13th day of January 2026.

Danielle H. Moore, Mayor

Bobbie Lindsay, Town Council President

Lewis S.W. Crampton, Council President
Pro Tem

Julie Araskog, Town Council Member

ATTEST:

Edward A. Cooney, Town Council Member

Kelly Churney, CMC, Town Clerk

Bridget Moran, Town Council Member

The EPOC is a handheld, wireless blood analyzer designed for use at the patient's side. It can quickly run critical tests such as blood gases, electrolytes, hematocrit, glucose, and lactate, all in a matter of minutes. The system uses single-use test cards. Results in the field could save time between the initial emergency and receiving definitive treatment. By placing EPOC units in our rescues, each vehicle effectively becomes a mobile laboratory. This allows our crews to make more informed decisions in the field, helps hospitals prepare for incoming patients, and reduces delays that often occur waiting for initial lab results. In emergencies like sepsis, cardiac arrest, or respiratory failure, having reliable lab data in the first few minutes can significantly impact treatment and outcomes.

Another key advantage is that adopting EPOC elevates our system to the level of a moderately complex laboratory. This designation is a vital step in preparing us for the next generation of "point of care testing devices". One of the most important of these is Troponin testing, the current gold standard for identifying myocardial infarctions (heart attacks). Being ready to deploy Troponin testing in the field means our paramedics could confirm or rule out a heart attack on scene, initiate the most appropriate treatment plan, and send hospitals precise information so cath labs can be activated even faster.



epoc Blood Analysis System Product Specifications

Be where patients need you most.

Make patient-side testing the
nexus of care hospital-wide.

➔ siemens-healthineers.us/epocnxs



System Description

Patient-side blood gas analyzer

System Menu

pH	Na ⁺	Hct	BUN
pCO ₂	K ⁺	Glu	Urea
pO ₂	Ca ⁺⁺	Lac	
TCO ₂	Cl ⁻	Crea	

Measured Parameters

Parameter	Unit of Measure	Measurement Range
pH	pH units	6.5–8.0
pCO ₂	mmHg kPa	5–250 0.7–33.3
pO ₂	mmHg kPa	5–750 0.7–100
TCO ₂	mmol/L mEq/L	5–50 5–50
Na ⁺	mmol/L mEq/L	85–180
K ⁺	mmol/L mEq/L	1.5–12.0
Ca ⁺⁺	mmol/L mg/dL mEq/L	0.25–4.00 1.0–16.0 0.5–8.0
Cl ⁻	mmol/L mEq/L	65–140
Hct	%PCV L/L	10–75 0.10–0.75

Measured Parameters (continued)

Parameter	Unit of Measure	Measurement Range
Glu	mmol/L mg/dL g/L	1.1–38.5 20–700 0.20–7.00
Lac	mmol/L mg/dL g/L	0.30–20.00 2.7–180.2 0.03–1.80
Crea	mg/dL μmol/L	0.30–15.00 27–1326
BUN	mg/dL	3–120
Urea	mmol/L mg/dL g/L	1.1–42.8 7–257 0.07–2.57

Institutions should establish and set their own normal range values.

Calculated Parameters

Parameter	Unit of Measure	Measurement Range
cHgb	g/dL mmol/L g/L	3.3–25 2.0–15.5 33–250
CHCO ₃ ⁻	mmol/L mEq/L	1–85
cTCO ₂	mmol/L mEq/L	5–50
BE(ecf)	mmol/L mEq/L	–30 to +30
BE(b)	mmol/L mEq/L	–30 to +30

Calculated Parameters (continued)

Parameter	Unit of Measure	Measurement Range
cSO ₂	%	0–100
GFRmdr ^{**}	mL/min/ 1.73 m ²	2–60 or >60
GFRmdr-a ^{**}	mL/min/ 1.73 m ²	2–60 or >60
GFRckd [†]	mL/min/ 1.73 m ²	1–225
GFRckd-a [†]	mL/min/ 1.73 m ²	1–225
GFRswz [§]	mL/min/ 1.73 m ²	1–275
AGap	mmol/L mEq/L	–14 to +95
AGapK	mmol/L mEq/L	–10 to +99
BUN/Crea	mg/mg	0.2–400.0
Urea/Crea	mmol/ mmol mg/mg	0.8–1615.4 0.4–856.8
A	mmHg kPa	5–800 0.67–106.64
A-a	mmHg kPa	1–800 0.13–106.64
a/A	% fraction	0–100 0–1

SIEMENS
Healthineers

epoc® Blood Analysis System Product Specifications (continued)

Sample Types

Whole blood: arterial, venous, capillary

Sample Size

At least 92 µL

Time to Result

Less than 1 minute

Calibration

Automatically performed prior to every test

Quality Control

Eurotrol GAS-ISE Metabolites (with BUN)
Eurotrol Calibration Verification Fluids (with BUN)
Eurotrol Hct Control
Eurotrol Hematocrit Verification Fluid

Integrated Bar-code Scanner

For patient ID, operator ID, and ampule QC;
1D and 2D bar-code symbologies

External Interfaces

HL7

Power Requirements

100–240 VAC; 50–60 Hz

Operation on Battery

At least 50 test cards

Safety

IEC 61010-1, IEC 61010-2-81,
IEC 61010-2-101

EMC

IEC 61326-1, IEC 61326-2-6

Data Security

Patient data encryption
Encrypted end-to-end data transmission
No hard-coded password
No user access to operating system

Hardware

Operating system	Android 9.0
Processor	MT6762 8*Cortex-4*A53 2.0 GHz/4*A53 1.5 GHz
Memory	2 GB RAM, 16 GB ROM

BLUETOOTH

BT4.2 (BLE HS-compliant) BT Smart Ready

BLUETOOTH Security

128-bit encryption with PIN authentication

Wi-Fi

MediaTek 6631 chipset
802.11 a/b/g/n/ac/r
2.4 GHz + 5 GHz**

Wi-Fi Security

WEP, WPA/WPA2 Personal (pre-shared key)
EAP (802.1x): TLS, TTLS (MS-CHAP), TTLS (MS-CHAP v2), TTLS (CHAP),
TTLS-MD5, TTLS-PAP, PEAP-TLS, PEAP (MS-CHAP v2), LEAP,
FAST WAPI PSK, WAPI Certificate

Data Capacity

Patient tests	499
QA tests	2000
Operators	4000

Test Card

Storage	15–30°C
Size	3.39 in. (L) × 2.13 in. (W) × 0.06 in. (H) 86 mm (L) × 54 mm (W) × 1.4 mm (H)

System Dimensions

	Host	Reader
Height (nominal)	160 mm (6.30 in.)	215 mm (8.46 in.)
Width (nominal)	78 mm (3.07 in.)	85 mm (3.35 in.)
Thickness (nominal)	16 mm (0.63 in.) 22 mm (0.87 in.) at scanner	50 mm (2 in.)
Weight (nominal)	250 g (8.82 oz) (with battery)	<500 g (<1.1 lb)
Display	5.0 in. diagonal, HD 1280 × 720 pixels, touchscreen	—

Environmental Requirements

Operating temperature	Host: –20 to 55°C (–4° to 130°F)	Reader and Test Card: 15–30°C
Humidity	Up to 85% relative humidity, noncondensing	
Barometric pressure	400–825 mmHg (53.33–110 kPa)	

epoc and POCcelerator, and all associated marks are trademarks of Siemens Healthcare Diagnostics Inc., or its affiliates. All other trademarks and brands are the property of their respective owners.

Product availability may vary from country to country and is subject to varying regulatory requirements. Please contact your local representative for availability.

*Values >60 will be reported as
>60 mL/min/1.73 m².

[†]IDMS-traceable MDRD type.

[‡]CKD-EPI equation.

[§]Beside Schwartz equation.

**5 GHz Wi-Fi channel might not
be available in some countries.

Siemens Healthineers Headquarters

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91052 Erlangen, Germany
Phone: +49 9131 84-0
siemens-healthineers.com

Legal Manufacturer

Epocal, Inc.
2060 Walkey Road
Ottawa, ON K1G 3P5
Canada

for the Product

epoc Blood Analysis System

Distributed by

Siemens Healthcare Diagnostics Inc.
Point of Care Diagnostics
2 Edgewater Drive
Norwood, MA 02062-4637
USA
Phone: +1 781-269-3000

EQUIPMENT SALE AGREEMENT

Legal Name:	<u>TOWN OF PALM BEACH FIRE RESCUE</u>	Group Purchasing	
Customer Name:	<u>TOWN OF PALM BEACH FIRE RESCUE</u>	Organization:	<u>NO PRIMARY</u>
Address:	<u>300 NORTH COUNTY ROAD</u>	Sold to Customer #:	<u>371520</u>
City, State, Zip:	<u>Palm Beach, FL, 33480</u>	Payment Terms:	<u>Net 30 days from date of invoice</u>
		Shipping & Handling:	<u>FOB Destination</u>
		Approved	<u>11/18/2025</u>

At Siemens discretion, the prices, terms and conditions herein are subject to expiration unless executed by Customer within 180 days of Approved date above.

TOWN OF PALM BEACH FIRE RESCUE ("Customer") agrees to purchase and Siemens Healthcare Diagnostics Inc. ("Siemens Healthineers" or "Siemens") agrees to sell the equipment listed below ("Equipment") in the quantity and at the price(s) listed below. For all purposes hereof, this Equipment Sale Agreement is effective as of the date of the last signature of the parties herein ("ESA Effective Date").

QTY	Part #	Description of Equipment	Price	Extended Price
		epoc Product Line:		
4	10736398	epoc Reader	5,500.00 USD	22,000.00 USD
1	10736409	KIT, EDM LITE	750.00 USD	750.00 USD
4	11413475	epoc NXS Host - US	3,600.00 USD	14,400.00 USD
4	11413889	Martel Unicode Printer	890.00 USD	3,560.00 USD

	Total:	40,710.00 USD
	Shipping & Handling:	Included
	Total Price:	40,710.00 USD

This Equipment Sale Agreement ("ESA" or "Agreement") is subject to the Terms and Conditions attached hereto and made a part hereof.

If Customer is returning on-site equipment in conjunction with this ESA, such equipment ("Returned Equipment") shall be identified by instrument type(s) and serial number(s) in the table below. Customer represents that there are no liens or encumbrances on the Returned Equipment. Customer agrees to deliver the Returned Equipment to Siemens Healthineers within sixty (60) days after the installation of the Equipment purchased hereunder. Upon Siemens Healthineers' receipt of Returned Equipment, Customer's title and interests in "Returned Equipment", if applicable, shall pass from Customer to Siemens Healthineers. In the event any item(s) of Returned Equipment is/are omitted from the table below, Customer makes the same representations and agreements regarding such omitted Returned Equipment.

QTY	Description of Returned Equipment

EQUIPMENT SALE AGREEMENT TERMS AND CONDITIONS

subsection of LIMITATION OF LIABILITY AND INDEMNIFICATION herein.

1) COMPLETE AGREEMENT. This Equipment Sale Agreement, including these Terms and Conditions (collectively, "the ESA" or "Agreement"), constitute the entire agreement between Customer and Siemens Healthineers relating to the sale of the Equipment by Siemens Healthineers to Customer. Siemens Healthineers' acceptance of Customer's purchase order is made on the condition that this ESA shall govern the sale of Equipment by Siemens Healthineers to Customer. Siemens Healthineers hereby objects to and rejects all additional, conflicting or inconsistent terms or conditions and any such terms or conditions submitted by Customer shall have no effect and shall not be part of the contract between Customer and Siemens Healthineers for the purchase and sale of Equipment. Failure of Siemens Healthineers to object to any provision contained in any order or other communication from Customer shall not be construed as a waiver of the terms and conditions set forth herein or an acceptance of any such provision. No addition to, modification of, or waiver of any provision of this ESA shall be binding upon either party unless made in writing and signed by authorized representatives of both parties. To authorize shipment of the Equipment, please attach a signed copy of this ESA to your purchase order.

2) DELIVERY; TITLE; ACCEPTANCE. Delivery of the Equipment is subject to Siemens Healthineers' standard delivery terms and shipping policy which may be updated from time to time. Siemens Healthineers' standard delivery terms and shipping policy can be found at: <https://www.siemens-healthineers.com/en-us/services/laboratory-diagnostics/service-and-support/shipping/healthcare-shared-network>. Siemens Healthineers will make commercially reasonable efforts to meet the delivery dates quoted or acknowledged, but will not be liable for its failure to meet such dates. Upon Siemens Healthineers making delivery of the Equipment to the Customer's facility (the "Premises"): (i) title to and responsibility for the Equipment shall pass to Customer, and (ii) the Equipment shall be deemed accepted by Customer. Customer may not unreasonably delay or impede delivery and acceptance of the Equipment.

3) INSTALLATION. If the Equipment requires installation, then Siemens Healthineers will install the Equipment at the Premises. This installation does not include the cost of preparation of the Premises. Such preparation will be the sole responsibility of the Customer and may include, but may not be limited to, installing separate (dedicated) electrical and telephone circuits and/or network connections, air conditioning, plumbing, humidity control and any structural changes that may be required. In the event the parties agree on a delivery date for Equipment, any changes on the committed date for Equipment delivery caused by the Customer may result in the Customer incurring additional charges, including but not limited to storage, insurance, Siemens' labor and administrative fees.

4) EQUIPMENT WARRANTY. Siemens Healthineers warrants to Customer that the Equipment shall be free from defects in material and workmanship and conform to the manufacturer's published specifications when delivered. **SIEMENS HEALTHINEERS MAKES NO OTHER WARRANTIES, EXPRESS, STATUTORY OR IMPLIED, IN CONNECTION WITH THE EQUIPMENT, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY AS TO DESIGN, MERCHANTABILITY, OR FITNESS FOR ANY PURPOSE.** Any claim for breach of this warranty, if any, must be made in writing within one (1) year of the delivery of the Equipment. Customer's exclusive remedy for breach of this warranty shall be, at Siemens Healthineers' option, the repair or replacement of the breaching Equipment or any part thereof.

Siemens Healthineers also warrants that the use of the Equipment in the form delivered to Customer and in accordance with the manufacturer's published instructions and specifications will not infringe the U.S. patent of any third party. This warranty does not cover the use of the Equipment in combination with any other product or equipment not approved in writing by Siemens Healthineers. Customer's exclusive remedy for breach of this warranty shall be set forth in the Intellectual Property Indemnification

5) LIMITATION OF LIABILITY AND INDEMNIFICATION.

(a) Limitation of Liability.

(i) The liability of Siemens Healthineers for all claims and damages arising out of or related to this ESA regardless of their legal basis, whether in contract, tort or otherwise, shall not exceed, in the aggregate the amounts paid under this ESA for the specific item(s) of Equipment in relation to which the claims arose.

(ii) **IN NO EVENT SHALL SIEMENS HEALTHINEERS BE LIABLE FOR ANY INTERRUPTION OF OPERATIONS, LOSS OF PRODUCTION, LOSS OF INTEREST, INCOME, PROFIT OR SAVING, LOSS OR CORRUPTION OF DATA, LOSS OF USE, COSTS ASSOCIATED WITH DATA RECOVERY OR RE-CREATION, OR INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR SPECIAL DAMAGES, UNDER CONTRACT, TORT OR ANY OTHER LEGAL THEORY, EVEN IF SIEMENS HEALTHINEERS WAS ADVISED OF, OR OTHERWISE SHOULD HAVE BEEN AWARE OF, THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING IS A SEPARATE, ESSENTIAL TERM OF THIS AGREEMENT AND SHALL BE EFFECTIVE UPON THE FAILURE OF ANY REMEDY, EXCLUSIVE OR NOT.**

(iii) The limitation and exclusion of liability in subsection (a)(i) of this Section shall not apply to bodily injury and death of human beings to the extent caused by Siemens Healthineers, cases of willful misconduct and to the extent that liability cannot be limited under applicable laws.

(iv) Except as prohibited by law, any claims against Siemens Healthineers shall be time-barred 12 months after the event giving rise to the respective claim, or in the case of continuous occurrence, its initial onset.

(v) Any limitations and exclusion of liability shall also apply to the benefit of Siemens Healthineers, its officers, directors, employees, agents, and subcontractors.

(b) General Indemnification. Siemens Healthineers and Customer each agree to indemnify and hold the other party and its employees, directors, officers and agents (collectively, the "Indemnitees") harmless from and against any and all third party claims and associated liabilities, obligations, damages, judgments, penalties, causes of action, costs and expenses (including, without limitation, reasonable attorney's fees) imposed upon or incurred by or asserted against any of the Indemnitees ("Claims") for bodily injuries (including death) or damages to or loss of real or tangible personal property, to the extent that any such Claim arises out of the grossly negligent or intentionally wrongful acts or omissions of the indemnifying party, its employees or agents in connection with this ESA, provided that the Indemnitee provides the indemnifying party with prompt notice of the Claim, reasonable cooperation in the defense and/or settlement of the Claim and all right and power to defend and/or settle the Claim.

(c) Intellectual Property Indemnification. If Customer receives notice that any of the Equipment, or parts thereof, violate the infringement warranty set forth in the Equipment Warranty Section herein, then Customer shall promptly notify Siemens Healthineers in writing and give Siemens Healthineers information, assistance and exclusive authority to evaluate, defend and settle the Claim. Siemens Healthineers shall, at its own expense, defend or settle such Claim, procure for the Customer the right to use the Equipment, or remove, modify, or work with the manufacturer of the Equipment to modify the Equipment to avoid infringement. If none of these alternatives are available on terms reasonable to Siemens Healthineers, then Customer shall return the Equipment to Siemens Healthineers and Siemens Healthineers shall refund to Customer the amount paid by the Customer for the Equipment, less reasonable depreciation for Customer's use (if applicable). The foregoing states Siemens Healthineers' entire obligation and liability, and the Customer's sole remedy, for Claims of infringement. Siemens Healthineers will not defend or indemnify Customer, however, if any such Claim results from (i) use of other than the most recent version of the



Equipment made available to Customer by Siemens Healthineers; (ii) Customer's alteration of the Equipment without Siemens Healthineers' written authorization; (iii) use of the Equipment in combination with software or equipment not provided by Siemens Healthineers; or (iv) use of the Equipment in a manner that is not in accordance with the manufacturer's manual, specifications, and other accompanying documentations or other instruction from Siemens Healthineers.

The obligations of indemnity shall survive the expiration or termination of the ESA.

6) PAYMENT. Payment is due as set forth on the first page of this ESA. A service charge of one and a half percent (1½%) per month, not to exceed the maximum rate allowed by law, shall be made on any portion of Customer's outstanding balance which is not paid when due. Payment of such service charge will not excuse or cure Customer's breach or default for late payment.

Notwithstanding anything to the contrary in this ESA, the applicable Supplement(s), or any applicable Group Purchasing Agreement (based upon Customer's membership in a Group Purchasing Organization), Siemens Healthineers and Customer expressly agree that the prices are exclusive of, and Customer shall pay or reimburse Siemens Healthineers for, any taxes (including, but not limited to, value added taxes, sales taxes, good and services taxes, digital service taxes, or other similar taxes), customs and import duties and any other levied government charges in any way relating to or arising out of this ESA, or a Supplement hereto, or the Equipment, Products, or spare parts to be provided under this ESA or a Supplement hereto (collectively, "Taxes"). If Siemens Healthineers is billed directly by the taxing authority for such Taxes, Siemens Healthineers shall initially pay such Taxes and subsequently re-bill Customer. If Customer pays such Taxes directly, copies of the receipted tax bills or other evidence of payment shall be provided to Siemens Healthineers upon request.

In the event that Customer is exempt from certain Taxes pursuant to a tax exemption certificate (the "Exempt Taxes"), and provided that (a) Customer maintains a valid tax exemption certificate throughout the term of this MPA; and (b) Customer provides Siemens Healthineers with a copy of such certificate; and (c) such tax exemption is allowable and transferable to Siemens Healthineers, then Siemens Healthineers will not pay the Exempt Taxes and will not seek reimbursement from Customer for the Exempt Taxes. In the event that any Taxes are outside the scope of the tax exemption certificate, Customer will remain responsible for such Taxes (collectively, "Taxes"). If Siemens Healthineers is billed directly by the taxing authority for such Taxes, Siemens Healthineers shall initially pay such Taxes and subsequently re-bill Customer. If Customer pays such Taxes directly, then copies of the receipted tax bills or other evidence of payment shall be provided to Siemens Healthineers upon request.

In the event that Customer is exempt from certain Taxes pursuant to a tax exemption certificate (the "Exempt Taxes"), and provided that (a) Customer maintains a valid tax exemption certificate as of the Effective Date herein; (b) Customer provides Siemens Healthineers with a copy of such certificate; and (c) such tax exemption is allowable and transferable to Siemens Healthineers, then Siemens Healthineers will not pay the Exempt Taxes and will not seek reimbursement from Customer for the Exempt Taxes. In the event that any Taxes are outside the scope of the tax exemption certificate, Customer will remain responsible for such Taxes.

In order to lower the costs of financial processing for all parties, Siemens encourages the use of electronic funds transfer via the Automated Clearing House (ACH) system. Siemens also accepts certain other forms of payment, but credit card or other surcharge processing fees may apply. For further information, please contact your local Sales Representative.

7) EQUIPMENT MAINTENANCE AND SERVICE.

(a) Equipment Maintenance. Customer is responsible for performing all maintenance requirements described in the operating manuals provided by the manufacturer and to keep the Equipment in good repair, condition

and working order, ordinary wear and tear excepted. Additionally, Customer shall (i) not relocate or make alterations to the Equipment without the prior written consent of Siemens, (ii) use the Equipment solely for Customer's business purposes and own use and in accordance with the Instructions For Use, (iii) ensure all operators of the Equipment are Trained Operators (as defined in the TRAINED OPERATORS Section herein) and (iv) provide reasonable on-site access to Siemens and its agents to inspect the Equipment. Failure of Customer to satisfy such maintenance obligations may, at Siemens Healthineers sole discretion, result in a service call invoiced by Siemens Healthineers at its then-current standard rates for service, travel, labor and parts, if necessary.

(b) Equipment Service. If Service is specified on this ESA ("Service"), then Service shall be performed in accordance with and subject to the Attachment B Service Standard Terms and Conditions. Service will be provided for the number of years indicated on this ESA ("Coverage Term"). For each item of Equipment, the Coverage Term shall commence upon one of the following, as applicable; i) the Mechanical Installation date for Equipment that is subject to Mechanical Installation or ii) the delivery date for Equipment that is not subject to Mechanical Installation.

8) ADDITIONAL TERMS AND CONDITIONS FOR SMART REMOTE SERVICES.

(a) Equipment Upkeep and Maintenance. The smart remote services ("SRS") provided by Siemens Healthineers permit improvements in anticipating maintenance and other issues that may arise in connection with Equipment and, consequently, can improve scheduling of appropriate Service. THE SRS THAT THE SOFTWARE PERMITS SIEMENS HEALTHINEERS TO PROVIDE ARE NOT A SUBSTITUTE FOR, OR SERVE TO DIMINISH IN ANY WAY, CUSTOMER'S DUTY TO EXERCISE APPROPRIATE DILIGENCE AND CARE IN OPERATING AND MAINTAINING THE EQUIPMENT. CUSTOMER ACKNOWLEDGES THAT CUSTOMER IS RESPONSIBLE TO PERFORM ALL ROUTINE AND PERIODIC MAINTENANCE CHECKS AND PROCEDURES ON THE EQUIPMENT AND THAT CUSTOMER RETAINS THE DUTY TO FOLLOW ALL APPROPRIATE PROCEDURES AND SAFEGUARDS TO THE SAME EXTENT AS THOUGH THE SOFTWARE WERE NOT INSTALLED AND SIEMENS HEALTHINEERS WERE NOT PROVIDING SRS.

(b) Remote Diagnostics. Customer shall provide Siemens Healthineers with both on-site and remote access to the Equipment. The remote access shall be provided through the Customer network as is reasonably necessary for Siemens Healthineers to provide SRS under this ESA. Remote access will be established through a high speed internet based connection to Siemens Healthineers Data Center utilizing Applicable Equipment requirements. Customer hereby acknowledges Siemens Healthineers may require remote access in order to provide SRS under this ESA. In the event that Customer fails to provide or maintain the remote access connection, then Siemens Healthineers shall have the option to terminate this ESA and any applicable Supplements or schedules hereto. Customer declining or being unable to remote troubleshoot with Siemens Healthineers may result in a service visit invoiced by Siemens Healthineers at then-current rates for travel and labor.

(c) System Monitoring. Siemens Healthineers provides SRS for remote monitoring of certain Siemens Healthineers Equipment used by Customer and described in the Supplement ("Applicable Equipment"). In connection with such SRS, Siemens Healthineers uses certain SRS software, a persistent online connection between Siemens Healthineers or its affiliates and the Applicable Equipment to monitor the performance of Applicable Equipment and deliver updates and patches to permit Siemens Healthineers' monitoring of the performance of the Applicable Equipment anonymously ("SRS Connection"). SRS is installed on the analyzer computer or server, and works within a domain environment, workgroup, or on a standalone system. In the event that Customer fails to provide or maintain the SRS Connection for the Applicable Equipment, then Siemens Healthineers shall have the option to terminate this ESA and any applicable Supplements or schedules hereto. In addition, any Uptime Performance Guarantee or Availability Commitment of the Equipment (if

applicable) shall be void if the SRS Connection is not provided and available 24 hours per day, 7 days a week.

For the purposes of this SRS Connection Section, "Security Concept" means Siemens Healthineers IT security concept, which can be found under the following link or which Siemens Healthineers will send to Customer upon request: <https://marketing.webassets.siemens-healthineers.com/4275155d5aa2ce02/a0226f9a8dd8/Smart-Remote-Services-Security-Concept-V10.pdf>. 'Technical Data' means information available through the SRS Connection and may include: (i) application logfiles, errors occurred, device properties, quality control (technical status information); (ii) configuration software versions, patches, licenses, network settings, device Service history (asset and configuration data); (iii) sequences of performance of various tasks, used applications/licenses and interactions with the application (utilization data) (iv) any reagents and consumables loaded onto the Applicable Equipment; (v) any other data explicitly agreed; and in each case not related to an identified or identifiable natural person. 'Smart Technical Data' means correlated Technical Data derived from the Applicable Equipment to support prediction of the Applicable Equipment Service requirements. 'Cyberthreat' means any circumstance or event with the potential to adversely impact the Equipment via unauthorized or unlawful access, damage and/or destruction, disclosure of information, modification, corruption or alteration of information, and/or denial of Service rendering the Equipment unavailable or inoperable. 'EOS Date' means End of Support Date, the date Siemens Healthineers notifies Customer that the Service parts and any other services for the Equipment will no longer be available and Siemens Healthineers will cease offering Service for such Equipment. 'Insignificant' means a categorization of a Vulnerability the exploitation of which, taking into account the individual Equipment attributes and/or the respective operating environment, is not reasonably expected and/or would not result in a foreseeable impairment of the Equipment's secure operation or provide access to personal information. 'IT Security' means safeguarding the uninterrupted operations of the Equipment against interference caused by exploited Vulnerabilities, as well as the availability, confidentiality and integrity of data and information created, stored, and/or transmitted by the Equipment. 'Patch(es)' means an Equipment and/or operating system (OS) update that addresses security vulnerabilities within the Equipment. 'Vulnerability' means a weakness in the Equipment that could be exploited by a Cyberthreat and are assigned a significance level in accordance with FDA Post-Market Guidance for Cybersecurity of Medical Devices.

Siemens Healthineers and its affiliates are authorized to access, maintain, repair, calibrate, update or patch the Applicable Equipment that is the object of the SRS Connection or provide remote training in every case through the SRS Connection and use any Technical Data collected via the SRS Connection for the aforementioned purposes. If the Applicable Equipment hereunder is covered by a warranty period or extended Service plan, then Siemens Healthineers, its affiliates and other companies engaged by Siemens Healthineers are also authorized to carry out through the SRS Connection additional system monitoring services supported by the covered Applicable Equipment.

(d) Access to Data and Use of Data. Customer hereby irrevocably permits Siemens Healthineers and its affiliates to use for their own business, product surveillance, research or development purposes (e.g. determine trends of usage products and services, improvement of products, services and software), for facilitating and advising on continued and sustained use of products and services, substantiation of aggregated product and services marketing claims and for benchmarking purposes, without restrictions in terms of time, transferability, replication, location or content: (i) Technical Data that is collected via the SRS Connection; and (ii) Smart Technical Data that is collected via the SRS Connection from the Applicable Equipment.

(e) Customer Obligations for SRS Connection.

(i) Customer shall permit the SRS Connection to be established by connecting the Applicable Equipment either directly or through a gateway or networked computer at Customer's own expense to a secured telecommunications link via a broadband connection and Customer shall

bear the cost of any technical requirements for any such connection that is not a part of the Applicable Equipment (e.g. establishing a broadband connection);

(ii) Customer shall support Siemens Healthineers in protecting against Cyberthreats by implementing and continuously maintaining a holistic, state-of-the-art security concept protecting Customer's IT infrastructure;

(iii) Customer shall not connect Applicable Equipment to the SRS Connection that does not comply with state-of-the-art security policies or is otherwise approved by Siemens Healthineers.

(iv) Customer shall not use the SRS Connection in a way that impairs or disrupts the integrity of the SRS Connection or Siemens Healthineers IT infrastructure; and

(v) Customer shall not transmit any data containing viruses, Trojan horses or other programs that may damage or impair the SRS Connection or Siemens Healthineers IT infrastructure.

(f) Customer's Cybersecurity Obligations. In order to protect the Equipment against Cyberthreats, Customer shall implement and continuously maintain a holistic, state-of-the-art security program for its IT infrastructure, including regular network scanning, provided however, that:

(i) network scanning or penetration testing shall not be performed during clinical use of the Equipment and should optionally be scheduled with Siemens Healthineers' assistance, during downtime;

(ii) the system configuration and/or IT Security controls of the Equipment as stated in the MDS2 and/or Security Whitepaper provided or made available by Siemens Healthineers at, or prior to, the time of delivery must not be modified;

(iii) if during the deployment of the Equipment, Vulnerabilities are identified by Customer, Customer shall align with Siemens Healthineers regarding the severity of the Vulnerabilities taking into account the individual Equipment attributes and intended operating environment and shall not refuse acceptance of the Equipment, if the Vulnerability is classified as 'low' by Siemens Healthineers using the Common Vulnerability Scoring System ("CVSS"); and

(iv) Siemens Healthineers' initial response to Customer's inquiry on a Vulnerability will be within fifteen (15) days. Siemens Healthineers will evaluate all Vulnerabilities using CVSS and FDA's definition of "controlled" and "uncontrolled" Vulnerabilities and will make such evaluations available to Customer. Siemens Healthineers will periodically release Patches depending on the age of the device and Equipment version. If Siemens Healthineers determines the Vulnerability to be critical and uncontrolled, Siemens Healthineers will communicate this determination to Customer within thirty (30) days and utilize commercially reasonable efforts to have a mitigation (workaround, patch, etc.) available within sixty (60) days of Siemens Healthineers' determination of an uncontrolled Vulnerability. Unless otherwise specified, no patches may be loaded by Customer onto the Equipment. In the event of a Vulnerability that is reasonably determined by Customer to constitute an emergency (meaning that the Equipment must be taken out of clinical use until the Vulnerability is remedied) needing an expedited response, Siemens Healthineers will collaborate with Customer to jointly determine the most prudent action necessary in light of the circumstances.

(v) Customer is responsible for preventing unauthorized access to the Equipment licensed to Customer, including but not limited to changing passwords and other protective settings from their default values to individual ones. The Equipment shall only be connected to an enterprise network or the internet if and to the extent such a connection is authorized by Siemens Healthineers in the instructions for use and only when appropriate security measures (e.g., firewalls, network Customer authentication and/or network segmentation) are in place.

(vi) USB-storage media and other removable storage devices shall only be connected to the Equipment if and to the extent such connection is

authorized by Siemens Healthineers in the instructions for use and only when the risk of a malware infection of the Equipment is minimized through malware scanners or other appropriate means.

(vii) The Equipment undergoes regular development to further improve its IT Security. Siemens Healthineers strongly recommends that Equipment updates be applied as soon as they are available and that the latest Equipment versions are used by Customer. The latter might include the purchase of upgrades of hardware and equipment by Customer; provided however, updates to remedy uncontrolled Vulnerabilities and/or clinical performance based on the Equipment Specification will be provided without additional charge. Use of Equipment versions that are no longer supported, and failure to apply the latest updates/upgrades may increase Customer's exposure to Cyberthreats.

(viii) Customer shall notify Siemens Healthineers without delay in case of suspected or actual Cyberthreats or Vulnerabilities of the Equipment. Disclosure by Customer of such information to third parties during the immediately following sixty (60) day period requires prior written consent by Siemens Healthineers.

(ix) If Siemens Healthineers provides a Patch via SRS or for download, Customer shall promptly install the Patch in accordance with the respective installation instructions given by Siemens Healthineers.

(g) Siemens Healthineers Cybersecurity Obligations. In order to protect the Equipment against Cyberthreats, Siemens Healthineers shall implement and continuously maintain a holistic, state-of-the-art security program for its IT infrastructure, including regular network scanning. In the event that Siemens Healthineers becomes aware of a Vulnerability that Siemens Healthineers does not classify as Insignificant, it shall make available Patches until the EOS Date, until the termination of this ESA, or up to ten (10) years following Equipment delivery, whichever occurs first, provided that Customer's Equipment version is the most recent or at least the penultimate version at the given time, except in the case of third-party Equipment where the respective Equipment provider does not have a Patch available, Siemens Healthineers will use commercially reasonable efforts to make a mitigation available for the Vulnerability within 120 days following Siemens Healthineers becoming aware of such Vulnerability.

In the case of third-party Equipment, Siemens Healthineers will make the Patch available to Customer without undue delay after such Patches are made available by Siemens Healthineers' licensors and Siemens Healthineers performs the required testing and validating on the Equipment. Depending on the severity of the Vulnerability as determined by Siemens Healthineers (after consultation with Customer), Siemens Healthineers may elect to provide the Patch at the time and as part of upcoming routine updates. If the Applicable Equipment is connected to SRS and Customer enables remote distribution of the Patch via SRS, or if Patches are made available for download, the Patches shall be free of charge. However, if the Patch needs to be installed on site by Siemens Healthineers, Siemens Healthineers may charge Customer for the expenses (time and material) resulting from the installation. For the sake of clarity; (i) safety, uncontrolled Vulnerability and clinical performance Updates are mandatory and will be provided without additional charge to Customer regardless of contract status, and will be implemented by Siemens Healthineers regardless of who may otherwise be servicing the Equipment; and (ii) all other Updates are non-mandatory ("Refinement Updates") and are not performed unless requested by Customer and may be chargeable (e.g., travel, labor, and sometimes charges for parts) depending on Update.

NOTWITHSTANDING THE FOREGOING, SIEMENS HEALTHINEERS ASSUMES NO LIABILITY WHATSOEVER FOR DAMAGE TO THE EXTENT SUCH DAMAGE IS CAUSED BY THE FOLLOWING:

- (i) Customer's intrusive IT Security testing;
- (ii) unauthorized modification of the system configuration or IT Security controls of the Equipment;

(iii) the installation of Patches which are not authorized by Siemens Healthineers;

(iv) Customer delaying the self-installation of Patches made available by Siemens Healthineers via SRS or for download;

(v) Hacker attacks, Cyberthreats or related preventative measures; or

(vi) Failure to perform and maintain adequate backups of Customer's data.

(h) SRS Limited Warranty. Unless explicitly otherwise regulated, the SRS Connection is provided "as is" and Siemens Healthineers does not provide Customer with any warranty or guarantee regarding the availability, performance or quality of the SRS Connection. Siemens Healthineers will not provide an SRS Connection if: (i) the provision is prevented by any impediments arising out of national or international foreign trade or custom requirements or any embargoes or other sanctions; or (ii) there is a defect, malfunction or other problem with the telecommunications network; or (iii) there is a defect, malfunction, insufficient configuration or other problem with Customer's infrastructure.

(i) Update of Terms and Security Concept. Siemens Healthineers shall setup the technical and organizational process for the SRS Connection and IT infrastructure used by Siemens Healthineers for the establishment of the SRS Connection according to the Security Concept. Siemens Healthineers shall be entitled to modify and/or update the terms of this SRS Connection Section. SRS Connection and/or the Security Concept to reflect technical progress, changes in law and the further development of its offerings. Such modifications and/or updates shall not jeopardize the quality and execution of the SRS Connection. Siemens Healthineers shall inform Customer of changes by giving Customer at least thirty (30) days prior written notice. Siemens Healthineers will provide Customer with access to the updated terms and conditions.

(j) Certification of SRS. The Siemens Healthineers service organization shall maintain a certified information security management system for the purposes of the SRS Connection. In this regard, Siemens Healthineers shall be subject to regular external audits by independent third parties. The scope and details of the certification are determined in the current Security Concept.

(k) SRS Connection Termination. Siemens Healthineers shall be entitled to suspend the SRS Connection with immediate effect if Customer is in breach of the terms contained herein or if Siemens Healthineers, acting reasonably, is of the opinion that the SRS Connection to one or more of Customer's Applicable Equipment contains a risk for the security and performance of the IT infrastructure used by Siemens Healthineers.

(l) SRS Intellectual Property. Siemens Healthineers (and its licensors, where applicable) will retain all intellectual property rights relating to the Equipment, including improvements thereto, including any improvements derived from Technical Data or Smart Technical Data, as well as any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Customer which are hereby assigned to Siemens Healthineers.

9) TRAINED OPERATORS. Customer agrees that only operators who can independently demonstrate the ability to identify hardware and perform all daily tasks required for sample processing, including all maintenance activities, and perform basic troubleshooting tasks ("Trained Operators"), will operate the system. All operators of the Equipment must be Trained Operators before Customer's clinical use of the Equipment. Customer must be able to document Training and provide to Siemens Healthineers upon request.

A Trained Operator shall be made available to Siemens Healthineers, or its authorized Service provider, to describe Equipment malfunctions to Siemens Healthineers representatives by telephone and who shall be qualified to perform simple adjustments and corrections as requested by Siemens Healthineers representative.

Untrained users operating the system may result in a service call invoiced by Siemens Healthineers at its then-current standard rates for service, travel, labor and parts, if necessary.

10) CONFIDENTIALITY. Customer and its employees will maintain the confidentiality of any oral or written information disclosed by Siemens Healthineers, including: (i) the terms of this ESA (including, but not limited to, pricing); (ii) information designated as confidential; and (iii) information that should reasonably be expected to be treated as confidential by the recipient whether or not such information is designated as confidential. Except as necessary to carry out this ESA, confidential information will not be disclosed by Customer or its employees to any third party or used by Customer or its employees without the prior written consent of Siemens Healthineers.

11) COMPLIANCE WITH EXPORT CONTROL REGULATIONS. (a) Customer shall comply with all applicable sanctions, embargoes, and (re-)export control laws and regulations and, in any event with those of the United States of America and any locally applicable jurisdiction (collectively "Export Regulations").

(b) Upon request by Siemens Healthineers, Customer shall promptly provide Siemens Healthineers with all information pertaining to the particular destination and the particular intended use of the Equipment, and/or Service. If applicable, Customer will notify Siemens Healthineers prior to Customer disclosing any information to Siemens Healthineers that is defense-related or requires controlled or special data handling pursuant to applicable government regulations and will use the disclosure tools and methods specified by Siemens Healthineers.

(c) Customer will indemnify and hold harmless Siemens Healthineers, its affiliates, subcontractors, and their representatives against any claims, damages, fines and costs (including attorney's fees and expenses) relating in any way to Customer's noncompliance with this Compliance With Export Controls Section, including Customer's and its third party business partners' violation or alleged violation of any Export Regulations, and Customer will compensate Siemens Healthineers for all losses and expenses resulting thereof.

12) TECHNICAL ASSISTANCE. The warranty set forth herein shall not be enlarged, diminished or affected by, and no obligation or liability shall arise from, Siemens Healthineers' rendering of technical advice, assistance, or Service in connection with Customer's selection, purchase, or use of the goods furnished hereunder. Customer is not relying on Siemens Healthineers' skill or judgment to select suitable goods.

13) CERTIFIED INTEGRATED SYSTEM. The Equipment is designed and certified by regulatory authorities as an integrated instrument/reagent/consumable system. Use of unapproved parts or consumables with the Equipment will void any and all warranties and all obligations of Siemens Healthineers under any warranty or Service contract Customer may have with Siemens Healthineers.

14) ASSIGNMENT AND CHANGE OF CONTROL. This ESA is not assignable or transferable by Customer, in whole or in part, except with the written consent of Siemens Healthineers, which will not be unreasonably withheld. Customer must provide Siemens Healthineers with prompt written notice of any change in ownership, change in control or operations or any other change which would affect the ordering, shipment, invoicing or payment of Products.

15) DISCLOSURE OF DISCOUNTS. Customer agrees that it must fully and accurately report prices paid under this ESA, net of all discounts (including without limitation partial subsidization of a Laboratory Information System (LIS) connection, water system connection, or reagents and consumables used for calibration and installation) as required by applicable law and contract, including without limitation 42 CFR §1001.952(h), in all applicable Medicare, Medicaid and state agency cost reports. Customer shall retain a copy of this ESA, together with the invoices for purchase and permit agents of the U.S. Department of Health and Human Services or any state agency access to such records upon request.

16) ACCESS TO BOOKS AND RECORDS. To the extent required by Section 1861(v)(1)(I) of the Social Security Act and the regulations promulgated thereunder, until the expiration of four (4) years after the furnishing of any Equipment, or services pursuant to this ESA, Siemens Healthineers shall make available, upon written request by the Secretary of Health and Human Services (the "Secretary"), or upon request by the Comptroller General (the "Comptroller"), or any of their duly authorized representatives or agents, copies of this ESA and any books, documents, records or other data of Siemens Healthineers that are necessary to certify the nature and extent of any costs incurred by Customer for such Equipment and services. If Siemens Healthineers carries out any of its duties under this ESA through a subcontract with a related organization involving a value or cost of ten thousand dollars (\$10,000) or more over a twelve (12) month period, Siemens Healthineers will cause such subcontract to contain a clause to the effect that, until the expiration of four (4) years after the furnishing of any Equipment or Service pursuant to said contract, the related organization will make available upon the written request of the Secretary or the Comptroller, or any of their duly authorized representatives or agents, copies of records of said related organization that are necessary to certify the nature and extent of cost incurred by Customer for such Equipment or Service.

17) CORPORATE COMPLIANCE. Each of the parties acknowledges that it has adopted its own corporate compliance program and code of conduct with which it expects its officers, directors, employees and agents to comply, and that it is responsible for monitoring and enforcing observance of its own compliance program and taking prompt action to resolve any non-compliance. A copy of each party's compliance program and code of conduct is available upon request.

18) INDEPENDENT CONTRACTOR. Nothing in this ESA shall confer upon any person other than the parties and their respective successors and assigns any rights, remedies, obligations, or liabilities whatsoever. The parties agree that they are independent contractors and not agents of each other.

19) EXCLUDED PROVIDER. Customer and Siemens Healthineers each represent to the other that (i) it is not and at no time has been debarred, excluded, suspended or otherwise determined to be ineligible to participate in any federally funded health care program, including Medicare and Medicaid (collectively, "Debarment" or "Debarred", as applicable) and that it shall promptly notify the other party of any threatened, proposed or actual Debarment prior to the completion of such party's obligations under this ESA; and (ii) it shall not knowingly employ or contract with, with or without compensation, any individual or entity engaged to provide services under the ESA (singularly or collectively, "Agent") listed by a federal agency as Debarred. To comply with subsection (ii), each party shall make reasonable inquiry into whether any Agent contracted or arranged by it to fulfill the terms of this ESA has been so excluded.

20) END USER CERTIFICATION. Customer represents warrants and covenants that it is acquiring the Equipment for its own end use and not for reselling, leasing or transferring to a third party (except for lease-back financing arrangements that have been approved by Siemens Healthineers).

21) MISCELLANEOUS. (a) Siemens Healthineers is willing to sell goods to Customer only in consideration of and in reliance upon the provisions contained herein limiting Siemens Healthineers' exposure to liability. Such provisions constitute an essential part of the bargain underlying this purchase and sale of Equipment, and have been reflected in the purchase price and other consideration agreed upon by the parties.

(b) Force Majeure. Siemens Healthineers shall not be liable for any loss or damage for delay in delivery, inability to install or any other failure to perform due to causes beyond its reasonable control including, but not limited to, acts of God or the public, war, civil commotion, blockades, embargoes, calamities, epidemics, pandemics, floods, fires, earthquakes, explosions, storms, strikes, lockouts, labor disputes, or unavailability of labor, raw materials, power or supplies. Should such a delay occur,



Siemens Healthineers may reasonably extend delivery or production schedules or, at its option, cancel the purchase of Equipment hereunder in whole or part without liability other than to return any unearned deposit or prepayment.

(c) This ESA contains all the terms and conditions with respect to the sale and purchase of the Equipment named herein and no modification of this ESA shall be of any force unless such modification is reduced to writing and signed by an authorized representative of each party.

(d) If Siemens Healthineers fails to enforce its rights against Customer at any time, it may enforce those rights later without waiver, or at such other time that Customer fails to perform any of Customer's obligations.

(e) THIS ESA SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF THE ADDRESS OF THE CUSTOMER AS REFLECTED IN THIS ESA, WITHOUT REFERENCE TO CONFLICTS OF LAW PROVISIONS. EACH OF THE PARTIES CONSENTS TO THE JURISDICTION AND VENUE OF FEDERAL OR STATE COURTS LOCATED IN SUCH STATE FOR THE DETERMINATION OF ALL DISPUTES ARISING UNDER THIS ESA TO THE EXTENT PERMITTED BY LAW; (i) THE PARTIES HERETO AGREE TO WAIVE ALL RIGHTS TO A JURY TRIAL IN ANY LITIGATION ARISING FROM OR RELATED IN ANY WAY TO THIS ESA OR THE TRANSACTION CONTEMPLATED HEREBY.

(f) Siemens Healthineers may invoice and Customer shall pay any cost(s) incurred by Siemens Healthineers that result from changes that Siemens Healthineers reasonably determines to be directly attributable to Customer. Siemens Healthineers shall notify Customer and request a purchase order to facilitate the payment of such cost(s) prior to the implementation of such change(s).

(g) NOTICES. All notices (other than the notices and communications about support sent as provided in Section 14 of Attachment B, which may be sent electronically) sent to the other party pursuant to this Agreement

which are required to be in writing must be delivered by hand, certified or registered mail, postage prepaid, return receipt requested, or by overnight courier, to the following persons:

(i) For Siemens:

Chief Financial Officer
Siemens Healthcare Diagnostics, Inc.
40 Liberty Blvd
Malvern, PA 19355

And

General Counsel - North America
Siemens Healthcare Diagnostics, Inc.
40 Liberty Blvd
Malvern, PA 19355

With a copy to: legalnotices.team@siemens-healthineers.com

(ii) For Customer:

Attn:

Phone:

All notices will be deemed received on the date of delivery or, if mailed, on the date of receipt appearing on the return receipt card. Customer grants Siemens the right to store Customer employee names, numbers, email addresses and contact information for use in connection with this Agreement.

IN WITNESS HEREOF, each party has caused its duly authorized representative to execute this Equipment Sale Agreement as of the ESA Effective Date.

CUSTOMER:

Signature Date

Name (Print)

Position (Print)

SIEMENS HEALTHCARE DIAGNOSTICS INC.:

Signature Date

Name (Print)

Position (Print)

Signature Date

Name (Print)

Position (Print)

511 Benedict Ave, Tarrytown, NY 10591
Address

MASTER PRODUCTS AGREEMENT

Legal Name: TOWN OF PALM BEACH FIRE RESCUE
Customer Name: TOWN OF PALM BEACH FIRE RESCUE
Address: 300 NORTH COUNTY ROAD
City, State, Zip: Palm Beach, FL, 33480

Sold to Customer #: 371520

This Master Products Agreement ("MPA" or "Agreement") by and between Siemens Healthcare Diagnostics Inc. ("Siemens Healthineers" or "Siemens"), and the party identified under "Legal Name" (or "Customer Name" if no "Legal Name") in the heading above ("Customer") is effective as of the date of Siemens Healthineers' execution ("MPA Effective Date").

1) PURPOSE. The purpose of this MPA is to provide general terms and conditions under which Siemens Healthineers and Customer will enter into one or more individual supplements (each a "Supplement") for the purchase of reagents (or panels), consumables and supplies (collectively, "Products") and purchase of Service (as detailed in the EQUIPMENT MAINTENANCE AND SERVICE Section herein) for use with equipment acquired separately ("Equipment"). Each Supplement shall incorporate the terms and conditions of this MPA as well as additional terms and conditions specific to the transaction between the parties, including the term of the Supplement ("Supplement Term").

2) MPA TERM. This MPA shall commence on the MPA Effective Date and shall remain in effect until all Supplements have been terminated or expired.

3) COMMITMENT. Customer agrees to make sufficient purchases on a periodic basis during each year of the Supplement Term to meet the minimum annual purchase commitment identified in each Supplement ("Commitment Amount"). Customer will make purchases to meet the Commitment Amount by ordering a minimum dollar amount of the Products identified on each Supplement or, if cost-per-reportable-result ("CPRR") pricing is applicable, by generating a minimum number of results. Pricing is set forth in each Supplement and may include a discount based on Customer's Commitment Amount.

4) EQUIPMENT MAINTENANCE AND SERVICE. (a) Equipment Maintenance. Customer is responsible for performing all maintenance requirements described in the operating manuals provided by the manufacturer and to keep the Equipment in good repair, condition and working order, ordinary wear and tear excepted. Additionally, Customer shall (i) not relocate or make alterations to the Equipment without the prior written consent of Siemens, (ii) use the Equipment solely for Customer's business purposes and own use, and in accordance with the Instructions For Use, (iii) ensure all operators of the Equipment are Trained Operators (as defined in the TRAINING; TRAINED OPERATORS Section herein) and (iv) provide reasonable on-site access to Siemens and its agents to inspect the Equipment. Failure of Customer to satisfy such maintenance obligations may, at Siemens Healthineers sole discretion, result in a service call invoiced by Siemens Healthineers at its then-current standard rates for service, travel, labor and parts, if necessary.

(b) Equipment Service. Service on the Equipment ("Service"), if applicable, shall be performed in accordance with and subject to the applicable Supplement and Attachment B Service Standard Terms and Conditions.

5) ADDITIONAL TERMS AND CONDITIONS FOR SMART REMOTE SERVICES. (a) Equipment Upkeep and Maintenance. The smart remote services ("SRS") provided by Siemens Healthineers permit improvements in anticipating maintenance and other issues that may arise in connection with Equipment and, consequently, can improve scheduling of appropriate Service. THE SRS THAT THE SOFTWARE PERMITS SIEMENS HEALTHINEERS TO PROVIDE ARE NOT A SUBSTITUTE FOR, OR SERVE TO DIMINISH IN ANY WAY, CUSTOMER'S DUTY TO EXERCISE APPROPRIATE DILIGENCE AND CARE IN OPERATING AND MAINTAINING THE EQUIPMENT. CUSTOMER ACKNOWLEDGES THAT CUSTOMER IS RESPONSIBLE TO PERFORM ALL ROUTINE AND PERIODIC MAINTENANCE CHECKS AND PROCEDURES ON THE EQUIPMENT AND THAT CUSTOMER RETAINS THE DUTY TO FOLLOW ALL APPROPRIATE PROCEDURES AND SAFEGUARDS TO

THE SAME EXTENT AS THOUGH THE SOFTWARE WERE NOT INSTALLED AND SIEMENS HEALTHINEERS WERE NOT PROVIDING SRS.

(b) Remote Diagnostics. Customer shall provide Siemens Healthineers with both on-site and remote access to the Equipment. The remote access shall be provided through the Customer network as is reasonably necessary for Siemens Healthineers to provide SRS under this MPA. Remote access will be established through a high-speed internet based connection to Siemens Healthineers Data Center utilizing Applicable Equipment requirements. Customer hereby acknowledges Siemens Healthineers may require remote access in order to provide SRS under this MPA. In the event that Customer fails to provide or maintain the remote access connection, then Siemens Healthineers shall have the option to terminate this MPA and any applicable Supplements or schedules hereto. Customer declining or being unable to remote troubleshoot with Siemens Healthineers may result in a service visit invoiced by Siemens Healthineers at then-current rates for travel and labor.

(c) System Monitoring. Siemens Healthineers provides 2SRS for remote monitoring of certain Siemens Healthineers Equipment used by Customer and described in the Supplement ("Applicable Equipment"). In connection with such SRS, Siemens Healthineers uses certain SRS software, a persistent online connection between Siemens Healthineers or its affiliates and the Applicable Equipment to monitor the performance of Applicable Equipment and deliver updates and patches to permit Siemens Healthineers' monitoring of the performance of the Applicable Equipment anonymously ("SRS Connection"). SRS is installed on the analyzer computer or server, and works within a domain environment, workgroup, or on a standalone system.

In the event that Customer fails to provide or maintain the SRS Connection for the Applicable Equipment, then Siemens Healthineers shall have the option to terminate this MPA and any applicable Supplements or schedules hereto. In addition, any Uptime Performance Guarantee or Availability Commitment of the Equipment (if applicable) shall be void if the SRS Connection is not provided and available 24 hours per day, 7 days a week.

For the purposes of this SRS Connection Section, 'Security Concept' means Siemens Healthineers IT security concept, which can be found under the following link or which Siemens Healthineers will send to Customer upon request: <https://marketing.webassets.siemens-healthineers.com/4275155d5aa2ce02/a0226f9a8dd8/Smart-Remote-Services-Security-Concept-V10.pdf> 'Smart Technical Data' means correlated Technical Data derived from the Applicable Equipment to support prediction of the Applicable Equipment Service requirements. 'Cyberthreat' means any circumstance or event with the potential to adversely impact the Equipment via unauthorized or unlawful access, damage and/or destruction, disclosure of information, modification, corruption or alteration of information, and/or denial of Service rendering the Equipment unavailable or inoperable. 'EOS Date' means End of Support Date, the date Siemens Healthineers notifies Customer that the Service parts and any other services for the Equipment will no longer be available and Siemens Healthineers will cease offering Service for such Equipment. 'Insignificant' means a categorization of a Vulnerability the exploitation of which, taking into account the individual Equipment attributes and/or the respective operating environment, is not reasonably expected and/or would not result in a foreseeable impairment of the Equipment's secure operation or provide access to personal information. 'IT Security' means safeguarding the uninterrupted operation of the Equipment against interference caused by exploited Vulnerabilities, as well as the availability, confidentiality and integrity of data and information created, stored, and/or transmitted by the Equipment. 'Patch(es)' means an Equipment and/or operating system (OS) update



that addresses security vulnerabilities within the Equipment. 'Vulnerability' means a weakness in the Equipment that could be exploited by a Cyberthreat and are assigned a significance level in accordance with FDA Post-Market Guidance for Cybersecurity of Medical Devices.

Siemens Healthineers and its affiliates are authorized to access, maintain, repair, calibrate, update or patch the Applicable Equipment that is the object of the SRS Connection or provide remote training in every case through the SRS Connection and use any Technical Data collected via the SRS Connection for the aforementioned purposes. If the Applicable Equipment hereunder is covered by a warranty period or extended Service plan, then Siemens Healthineers, its affiliates and other companies engaged by Siemens Healthineers are also authorized to carry out through the SRS Connection additional system monitoring services supported by the covered Applicable Equipment.

(d) Access to Data and Use of Data. Customer hereby irrevocably permits Siemens Healthineers and its affiliates to use for their own business, product surveillance, research or development purposes (e.g. determine trends of usage products and services, improvement of products, services and software), for facilitating and advising on continued and sustained use of products and services, substantiation of aggregated product and services marketing claims and for benchmarking purposes, without restrictions in terms of time, transferability, replication, location or content: (i) Technical Data that is collected via the SRS Connection; and (ii) Smart Technical Data that is collected via the SRS Connection from the Applicable Equipment.

(e) Customer Obligations for SRS Connection.

- (i) Customer shall permit the SRS Connection to be established by connecting the Applicable Equipment either directly or through a gateway or networked computer at Customer's own expense to a secured telecommunications link via a broadband connection and Customer shall bear the cost of any technical requirements for any such connection that is not a part of the Applicable Equipment (e.g. establishing a broadband connection);
- (ii) Customer shall support Siemens Healthineers in protecting against Cyberthreats by implementing and continuously maintaining a holistic, state-of-the-art security concept protecting Customer's IT infrastructure;
- (iii) Customer shall not connect Applicable Equipment to the SRS Connection that does not comply with state-of-the-art security policies or is otherwise approved by Siemens Healthineers;
- (iv) Customer shall not use the SRS Connection in a way that impairs or disrupts the integrity of the SRS Connection or Siemens Healthineers IT infrastructure; and
- (v) Customer shall not transmit any data containing viruses, Trojan horses or other programs that may damage or impair the SRS Connection or Siemens Healthineers IT infrastructure.

(f) Customer's Cybersecurity Obligations. In order to protect the Equipment against Cyberthreats, Customer shall implement and continuously maintain a holistic, state-of-the-art security program for its IT infrastructure, including regular network scanning, provided however, that:

- (i) network scanning or penetration testing shall not be performed during clinical use of the Equipment and should optionally be scheduled, with Siemens Healthineers' assistance, during downtime;
- (ii) the system configuration and/or IT Security controls of the Equipment as stated in the MDS2 and/or Security Whitepaper provided or made available by Siemens Healthineers at, or prior to, the time of delivery must not be modified;
- (iii) if during the deployment of the Equipment, Vulnerabilities are identified by Customer, Customer shall align with Siemens Healthineers regarding the severity of the Vulnerabilities taking into account the individual Equipment attributes and intended operating environment and shall not refuse acceptance of the Equipment, if the Vulnerability is classified as 'low' by Siemens Healthineers using the Common Vulnerability Scoring System ("CVSS"); and
- (iv) Siemens Healthineers' initial response to Customer's inquiry on a Vulnerability will be within fifteen (15) days. Siemens Healthineers will evaluate all Vulnerabilities using CVSS and FDA's definition of "controlled" and "uncontrolled" Vulnerabilities and will make such evaluations available to Customer. Siemens Healthineers will periodically release

Patches depending on the age of the device and Equipment version. If Siemens Healthineers determines the Vulnerability to be critical and uncontrolled, Siemens Healthineers will communicate this determination to Customer within thirty (30) days and utilize commercially reasonable efforts to have a mitigation (workaround, patch, etc.) available within sixty (60) days of Siemens Healthineers' determination of an uncontrolled Vulnerability. Unless otherwise specified, no patches may be loaded by Customer onto the Equipment. In the event of a Vulnerability that is reasonably determined by Customer to constitute an emergency (meaning that the Equipment must be taken out of clinical use until the Vulnerability is remedied) needing an expedited response, Siemens Healthineers will collaborate with Customer to jointly determine the most prudent action necessary in light of the circumstances.

(v) Customer is responsible for preventing unauthorized access to the Equipment licensed to Customer, including but not limited to changing passwords and other protective settings from their default values to individual ones. The Equipment shall only be connected to an enterprise network or the internet if and to the extent such a connection is authorized by Siemens Healthineers in the instructions for use and only when appropriate security measures (e.g., firewalls, network Customer authentication and/or network segmentation) are in place.

(vi) USB-storage media and other removable storage devices shall only be connected to the Equipment if and to the extent such connection is authorized by Siemens Healthineers in the instructions for use and only when the risk of a malware infection of the Equipment is minimized through malware scanners or other appropriate means.

(vii) The Equipment undergoes regular development to further improve its IT Security. Siemens Healthineers strongly recommends that Equipment updates be applied as soon as they are available and that the latest Equipment versions are used by Customer. The latter might include the purchase of upgrades of hardware and equipment by Customer; provided however, updates to remedy uncontrolled Vulnerabilities and/or clinical performance based on the Equipment Specification will be provided without additional charge. Use of Equipment versions that are no longer supported, and failure to apply the latest updates/upgrades may increase Customer's exposure to Cyberthreats.

(viii) Customer shall notify Siemens Healthineers without delay in case of suspected or actual Cyberthreats or Vulnerabilities of the Equipment. Disclosure by Customer of such information to third parties during the immediately following sixty (60) day period requires prior written consent by Siemens Healthineers.

(ix) If Siemens Healthineers provides a Patch via SRS or for download, Customer shall promptly install the Patch in accordance with the respective installation instructions given by Siemens Healthineers.

(g) Siemens Healthineers Cybersecurity Obligations. In order to protect the Equipment against Cyberthreats, Siemens Healthineers shall implement and continuously maintain a holistic, state-of-the-art security program for its IT infrastructure, including regular network scanning. In the event that Siemens Healthineers becomes aware of a Vulnerability that Siemens Healthineers does not classify as Insignificant, it shall make available Patches until the EOS Date, until the termination of this MPA, or up to ten (10) years following Equipment delivery, whichever occurs first, provided that Customer's Equipment version is the most recent or at least the penultimate version at the given time, except in the case of third-party Equipment where the respective Equipment provider does not have a Patch available, Siemens Healthineers will use commercially reasonable efforts to make a mitigation available for the Vulnerability within 120 days following Siemens Healthineers becoming aware of such Vulnerability.

In the case of third-party Equipment, Siemens Healthineers will make the Patch available to Customer without undue delay after such Patches are made available by Siemens Healthineers' licensors and Siemens Healthineers performs the required testing and validating on the Equipment. Depending on the severity of the Vulnerability as determined by Siemens Healthineers (after consultation with Customer), Siemens Healthineers may elect to provide the Patch at the time and as part of upcoming routine updates. If the Applicable Equipment is connected to SRS and Customer enables remote distribution of the Patch via SRS, or if Patches are made available for download, the Patches shall be free of charge. However, if the Patch needs to be installed on site by Siemens Healthineers, Siemens Healthineers may charge Customer for the



expenses (time and material) resulting from the installation. For the sake of clarity; (i) safety, uncontrolled Vulnerability and clinical performance Updates are mandatory and will be provided without additional charge to Customer regardless of contract status, and will be implemented by Siemens Healthineers regardless of who may otherwise be servicing the Equipment; and (ii) all other Updates are non-mandatory ("Refinement Updates") and are not performed unless requested by Customer and may be chargeable (e.g., travel, labor, and sometimes charges for parts) depending on Update.

NOTWITHSTANDING THE FOREGOING, SIEMENS HEALTHINEERS ASSUMES NO LIABILITY WHATSOEVER FOR DAMAGE TO THE EXTENT SUCH DAMAGE IS CAUSED BY THE FOLLOWING:

- (i) Customer's intrusive IT Security testing;
- (ii) unauthorized modification of the system configuration or IT Security controls of the Equipment;
- (iii) the installation of Patches which are not authorized by Siemens Healthineers;
- (iv) Customer delaying the self-installation of Patches made available by Siemens Healthineers via SRS or for download;
- (v) Hacker attacks, Cyberthreats or related preventative measures; or
- (vi) Failure to perform and maintain adequate backups of Customer's data.

(h) SRS Limited Warranty. Unless explicitly otherwise regulated the SRS Connection is provided "as is" and Siemens Healthineers does not provide Customer with any warranty or guarantee regarding the availability, performance or quality of the SRS Connection. Siemens Healthineers will not provide an SRS Connection if: (i) the provision is prevented by any impediments arising out of national or international foreign trade or custom requirements or any embargoes or other sanctions; or (ii) there is a defect, malfunction or other problem with the telecommunications network; or (iii) there is a defect, malfunction, insufficient configuration or other problem with Customer's infrastructure.

(i) Update of Terms and Security Concept. Siemens Healthineers shall setup the technical and organizational process for the SRS Connection and IT infrastructure used by Siemens Healthineers for the establishment of the SRS Connection according to the Security Concept. Siemens Healthineers shall be entitled to modify and/or update the terms of this Additional Terms and Conditions for Smart Remote Services Section. SRS Connection and/or the Security Concept to reflect technical progress, changes in law and the further development of its offerings. Such modifications and/or updates shall not jeopardize the quality and execution of the SRS Connection. Siemens Healthineers shall inform Customer of changes by giving Customer at least thirty (30) days' prior written notice. Siemens Healthineers will provide Customer with access to the updated terms and conditions.

(j) Certification of SRS. The Siemens Healthineers service organization shall maintain a certified information security management system for the purposes of the SRS Connection. In this regard, Siemens Healthineers shall be subject to regular external audits by independent third parties. The scope and details of the certification are determined in the current Security Concept.

(k) SRS Connection Termination. Siemens Healthineers shall be entitled to suspend the SRS Connection with immediate effect if Customer is in breach of the terms contained herein or if Siemens Healthineers, acting reasonably, is of the opinion that the SRS Connection to one or more of Customer's Applicable Equipment contains a risk for the security and performance of the IT infrastructure used by Siemens Healthineers.

(l) SRS Intellectual Property. Siemens Healthineers (and its licensors, where applicable) will retain all intellectual property rights relating to the Equipment, including improvements thereto, including any improvements derived from Technical Data or Smart Technical Data, as well as any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Customer which are hereby assigned to Siemens Healthineers.

6) TRAINING; TRAINED OPERATORS. Siemens Healthineers shall make available and Customer shall attend Siemens Healthineers' Equipment training course if specified in the Supplement ("Training"). Unused Training slots shall remain available for up to twelve (12) months from the commencement of the Supplement Term.

Subject to the terms of the ENTIRE AGREEMENT; AMENDMENTS Section, all training requests beyond the 12 months will require a separate order and will be invoiced at Siemens Healthineers' then-current rates. For more details on Training plans, please refer to PEPconnect, or its Siemens Healthineers Customer Learning Management System successors. Please contact your Siemens account representative for access information as needed.

Customer agrees that only operators who can independently demonstrate the ability to identify hardware and perform all daily tasks required for sample processing, including all maintenance activities, and perform basic troubleshooting tasks ("Trained Operators"), will operate the system. All operators of the Equipment must be Trained Operators before Customer's clinical use of the Equipment. Customer must be able to document Training and provide to Siemens Healthineers upon request.

A Trained Operator shall be made available to Siemens Healthineers, or its authorized Service provider, to describe Equipment malfunctions to Siemens Healthineers representatives by telephone and who shall be qualified to perform simple adjustments and corrections as requested by Siemens Healthineers representative.

Untrained users operating the system may result in a service call invoiced by Siemens Healthineers at its then-current standard rates for service, travel, labor and parts, if necessary.

7) SHIPPING.

(a) Product deliveries will be FOB destination and subject to Siemens Healthineers' standard delivery terms and shipping policy, which may be updated from time to time. Siemens Healthineers' standard delivery terms and shipping policy can be found at <http://www.siemens-healthineers.com/en-us/services/laboratory-diagnostics/service-and-support/shipping/healthcare-shared-network>. Customer shall pay all applicable shipping and handling charges for the Products to be delivered to the Customer. Such charges may be added to the invoice.

8) PRODUCTS WARRANTY. Siemens Healthineers warrants to Customer that Products will be free from defects in material and workmanship and will conform to the applicable manufacturer's published specifications until the date appearing on the applicable packaging. The foregoing warranty does not apply to conditions resulting from use or storage not in accordance with the manufacturer's published instructions or other external causes or from operation outside the environmental parameters specified for the Products. Customer's exclusive remedy for breach of this warranty shall be the replacement of such Products.

Siemens Healthineers also warrants that the use of the Products in the form delivered to Customer and in accordance with the manufacturer's published instructions and specifications will not infringe the U.S. patent of any third party. This warranty does not cover the use of the Products in combination with any other product or equipment not approved in writing by Siemens Healthineers. Customer's exclusive remedy for breach of this warranty shall be the intellectual property indemnification set forth in the Intellectual Property Indemnification subsection of LIMITATION OF LIABILITY AND INDEMNIFICATION Section herein.

THE ABOVE ARE THE SOLE WARRANTIES PROVIDED BY SIEMENS HEALTHINEERS UNDER THIS MPA. SIEMENS HEALTHINEERS MAKES NO OTHER WARRANTIES, EXPRESS, STATUTORY OR IMPLIED, IN CONNECTION WITH THE PRODUCTS INCLUDING, WITHOUT LIMITATION, ANY WARRANTY AS TO DESIGN, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

9) TAXES. Notwithstanding anything to the contrary in this MPA, the applicable Supplement(s), or any applicable Group Purchasing

SIEMENS

Healthineers

Agreement (based upon Customer's membership in a Group Purchasing Organization), Siemens Healthineers and Customer expressly agree that the prices are exclusive of, and Customer shall pay or reimburse Siemens Healthineers for, any taxes (including, but not limited to, value added taxes, sales taxes, good and services taxes, digital service taxes, or other similar taxes), customs and import duties and any other levied government charges in any way relating to or arising out of this MPA, or a Supplement hereto, or the Equipment, Products, or spare parts to be provided under this MPA or a Supplement hereto (collectively, "Taxes"). If Siemens Healthineers is billed directly by the taxing authority for such Taxes, Siemens Healthineers shall initially pay such Taxes and subsequently re-bill Customer. If Customer pays such Taxes directly, copies of the receipted tax bills or other evidence of payment shall be provided to Siemens Healthineers upon request.

In the event that Customer is exempt from certain Taxes pursuant to a tax exemption certificate (the "Exempt Taxes"), and provided that (a) Customer maintains a valid tax exemption certificate throughout the term of this MPA; and (b) Customer provides Siemens Healthineers with a copy of such certificate; and (c) such tax exemption is allowable and transferable to Siemens Healthineers, then Siemens Healthineers will not pay the Exempt Taxes and will not seek reimbursement from Customer for the Exempt Taxes. In the event that any Taxes are outside the scope of the tax exemption certificate, Customer will remain responsible for such Taxes.

10) PAYMENT. All invoices are due and payable net thirty (30) days of the date of invoice. A service charge of one and a half percent (1½%) per month, not to exceed the maximum rate allowed by law, shall be made on any portion of Customer's outstanding balance which is not paid when due. Payment of such service charge will not excuse or cure Customer's breach or default for late payment.

In order to lower the costs of financial processing for all parties, Siemens encourages the use of electronic funds transfer via the Automated Clearing House (ACH) system. Siemens also accepts certain other forms of payment, but credit card or other surcharge processing fees may apply. For further information, please contact your local Sales Representative.

11) PRICE ADJUSTMENTS. Siemens Healthineers reserves the right to increase the prices for Products as specified in the Supplement.

12) COMPLIANCE. At Siemens Healthineers' discretion, Siemens Healthineers reserves the right to periodically review whether Customer has made sufficient purchases to meet the pro-rata portion of the minimum Commitment Amount associated with the period under review. If Customer's purchases for the period under review are insufficient to satisfy the minimum Commitment Amount, then such deficit will be considered a "Shortfall". Notwithstanding the foregoing, the frequency of the compliance review conducted by Siemens Healthineers shall not be deemed as a waiver of any of the rights or remedies contained herein. In the event of a Shortfall, Siemens Healthineers, in addition to such other rights as are available by law or equity, reserves the right to compensate for the Shortfall by taking one or more of the following actions: (a) immediately implement a price increase for any and all Products for any subsequent period and/or (b) invoice Customer for all or part of the Shortfall and/or (c) extend the Supplement Term and/or (d) terminate the Supplement pursuant to the TERMINATION Section herein.

13) TERMINATION.

(a) Siemens Healthineers Termination for Default. If Customer Defaults (as defined below) under this MPA or a Supplement and does not cure such Default within thirty (30) days after Customer has received written notice of such Default from Siemens Healthineers, Siemens Healthineers may in its discretion and without further liability, terminate the applicable Supplement or may terminate this MPA together with all Supplements. In the event of such termination, Customer shall be responsible for paying the Termination Amount as defined in subsection (b) of this TERMINATION Section.

A "Default" is deemed to have occurred if Customer: (i) fails to make a payment when due; (ii) fails to complete any Supplement Term; (iii)

becomes insolvent; (iv) ceases doing business; (v) assigns this MPA for the benefit of creditors; (vi) appoints a trustee or receiver for Customer or for a substantial part of Customer's property, or initiates any proceeding under bankruptcy law by or against Customer; or (vii) fails to comply with any requirement of this MPA or a Supplement including a Shortfall as described herein.

(b) Effects of Termination. In the event of a termination under the TERMINATION subsection (a), Customer shall be obligated to pay to Siemens Healthineers (i) all amounts due and unpaid, plus (ii) the difference between the applicable Commitment Amount for the entire Supplement Term and the total amount of purchases actually made by the Customer through the date of termination plus (iii) any costs and expenses, including reasonable attorney's fees, which are incurred by Siemens Healthineers as a result of any Default (collectively, the "Termination Amount"). If addition of the amounts listed in (i) through (iii) results in any redundancy, Customer will only be responsible for paying each amount one time. Termination pursuant to this TERMINATION Section does not relieve Customer of any of its obligations under this MPA or any Supplement including, but not limited to, payment of the Termination Amount.

14) LIMITATION OF LIABILITY AND INDEMNIFICATION.

(a) Limitation of Liability.

(i) The liability of Siemens Healthineers for all claims and damages arising out of or related to this MPA, together with all Supplements hereto, regardless of their legal basis, whether in contract, tort or otherwise, shall not exceed, in the aggregate the amounts paid under the applicable Supplement for the Products or Service in relation to which the claims arose. In deviation from this, if such a claim relates to Products or Service provided on a recurring basis (e.g., continuous supply, subscription license, support agreements), the liability for all claims arising in any year of the applicable Supplement shall not exceed, in the aggregate, the amounts paid for the applicable Products or Service during the preceding applicable Supplement Year for the applicable site, except that in the first applicable Supplement Year such liability shall not exceed the amounts paid and prorated over a 12-month period. "Supplement Year" means the 12-month period from the effective date of the applicable Supplement or any subsequent 12-month period.

(ii) **IN NO EVENT SHALL SIEMENS HEALTHINEERS BE LIABLE FOR ANY INTERRUPTION OF OPERATIONS, LOSS OF PRODUCTION, LOSS OF INTEREST, INCOME, PROFIT OR SAVING, LOSS OR CORRUPTION OF DATA, LOSS OF USE, COSTS ASSOCIATED WITH DATA RECOVERY OR RE-CREATION, OR INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR SPECIAL DAMAGES, UNDER CONTRACT, TORT OR ANY OTHER LEGAL THEORY, EVEN IF SIEMENS HEALTHINEERS WAS ADVISED OF, OR OTHERWISE SHOULD HAVE BEEN AWARE OF, THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING IS A SEPARATE, ESSENTIAL TERM OF THIS MPA AND SHALL BE EFFECTIVE UPON THE FAILURE OF ANY REMEDY, EXCLUSIVE OR NOT.**

(iii) The limitation and exclusion of liability in subsection (a)(i) of this Section shall not apply to bodily injury and death of human beings to the extent caused by Siemens Healthineers, cases of willful misconduct and to the extent that liability cannot be limited under applicable laws.

(iv) Except as prohibited by law, any claims against Siemens Healthineers shall be time-barred 12 months after the event giving rise to the respective claim or, in the case of continuous occurrence, its initial onset.

(v) Any limitations and exclusion of liability shall also apply to the benefit of Siemens Healthineers, its officers, directors, employees, agents, and subcontractors.

(b) General Indemnification. Siemens Healthineers and Customer each agree to indemnify and hold the other party and its employees, directors, officers and agents (collectively, the "Indemnitees") harmless from and against any and all third party claims and associated liabilities, obligations, damages, judgments, penalties, causes of action, costs and expenses (including, without limitation, reasonable attorney's fees) imposed upon or incurred by or asserted against any of the Indemnitees ("Claims") for bodily injuries (including death) or damages to or loss of real or tangible personal property, to the extent that any such Claim arises out of the grossly negligent or intentionally wrongful acts or omissions of the



indemnifying party, its employees or agents in connection with this MPA or any Supplement, provided that the Indemnitee provides the indemnifying party with prompt notice of the Claim, reasonable cooperation in the defense and/or settlement of the Claim and all right and power to defend and/or settle such Claim.

(c) Intellectual Property Indemnification. If Customer receives notice that any of the Products, or parts thereof, violates the infringement warranty set forth in the PRODUCTS WARRANTY Section herein, then Customer shall promptly notify Siemens Healthineers in writing and give Siemens Healthineers information, assistance and exclusive authority to evaluate, defend and settle the Claim. Siemens Healthineers shall, at its own expense, defend or settle such Claim, procure for Customer the right to use the Products, or remove, modify, or work with the manufacturer of the Products to modify the Products to avoid infringement. If none of these alternatives are available on terms reasonable to Siemens Healthineers, then Customer shall return the Products to Siemens Healthineers and Siemens Healthineers shall refund to Customer the amount paid by the Customer for the Products. The foregoing states Siemens Healthineers' entire obligation and liability, and the Customer's sole remedy, for Claims of infringement. Siemens Healthineers will not defend or indemnify Customer, however, if any such Claim results from (i) use of other than the most recent version of the Products made available to Customer by Siemens Healthineers; (ii) Customer's alteration of the Products without Siemens Healthineers' written authorization; (iii) use of the Products in combination with software or equipment not provided by Siemens Healthineers; or (iv) use of the Products in a manner that is not in accordance with the manufacturer's manual, specifications, and other accompanying documentations or other instruction from Siemens Healthineers.

The obligations of indemnity shall survive the expiration or termination of the MPA.

15) APPLICABLE LAW, JURISDICTION AND WAIVER OF TRIAL BY JURY. THIS MPA AND ALL SUPPLEMENTS SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF THE ADDRESS OF THE CUSTOMER AS REFLECTED IN THIS MPA, WITHOUT REFERENCE TO CONFLICTS OF LAW PROVISIONS. EACH OF THE PARTIES CONSENTS TO THE JURISDICTION AND VENUE OF FEDERAL OR STATE COURTS LOCATED IN SUCH STATE FOR THE DETERMINATION OF ALL DISPUTES ARISING UNDER THIS MPA. TO THE EXTENT PERMITTED BY LAW; (i) THE PARTIES HERETO AGREE TO WAIVE ALL RIGHTS TO A JURY TRIAL IN ANY LITIGATION ARISING FROM OR RELATED IN ANY WAY TO THE MPA OR THE TRANSACTION CONTEMPLATED HEREBY.

16) ASSIGNMENT AND CHANGE OF CONTROL. Customer may not assign this MPA, or any Supplement, or any right or obligation arising out of this MPA or any Supplement, without the express written consent of Siemens Healthineers, and such consent shall not be unreasonably withheld, provided that Customer agrees to remain primarily responsible under the MPA or Supplement. Customer must provide Siemens Healthineers with prompt written notice of any change in ownership, change in control or operations or any other change which would affect the ordering, shipment, invoicing or payment of Products. Siemens Healthineers may assign its right to receive payment under any Supplement to one or more assignees (collectively, the "Assignees").

17) DISCLOSURE OF DISCOUNTS. Customer agrees that it must fully and accurately report prices paid under any Supplement, net of all discounts (including without limitation partial subsidization of a Laboratory Information System (LIS) connection, water system connection, or Products used for calibration and installation), as required by applicable law and contract, including without limitation 42 CFR §1001.952(h), in all applicable Medicare, Medicaid and state agency cost reports. Customer shall retain a copy of this MPA, all Supplements, and all other communications regarding this MPA or Supplements, together with the invoices for purchase and permit agents of the U.S. Department of Health and Human Services or any state agency access to such records upon request.

18) CONFIDENTIALITY. Customer and its employees will maintain the confidentiality of any oral or written information disclosed by Siemens Healthineers, including: (i) the terms of this MPA (including, but not limited to, pricing); (ii) information designated as confidential; and (iii) information that should reasonably be expected to be treated as confidential by the recipient whether or not such information is designated as confidential. Except as necessary to carry out this MPA, confidential information will not be disclosed by Customer or its employees to any third party or used by Customer or its employees without the prior written consent of Siemens Healthineers.

19) ACCESS TO BOOKS AND RECORDS. To the extent required by Section 1861(v)(1)(I) of the Social Security Act and the regulations promulgated thereunder, until the expiration of four (4) years after the furnishing of any Product, or Service pursuant to this MPA, Siemens Healthineers shall make available, upon written request by the Secretary of Health and Human Services (the "Secretary"), or upon request by the Comptroller General (the "Comptroller"), or any of their duly authorized representatives or agents, copies of this MPA and any books, documents, records or other data of Siemens Healthineers that are necessary to certify the nature and extent of any costs incurred by Customer for such Products and Services. If Siemens Healthineers carries out any of its duties under this MPA through a subcontract with a related organization involving a value or cost of ten thousand dollars (\$10,000) or more over a twelve (12) month period, Siemens Healthineers will cause such subcontract to contain a clause to the effect that, until the expiration of four (4) years after the furnishing of any Product or Service pursuant to said contract, the related organization will make available upon the written request of the Secretary or the Comptroller, or any of their duly authorized representatives or agents, copies of records of said related organization that are necessary to certify the nature and extent of cost incurred by Customer for such Product or Service.

20) CORPORATE COMPLIANCE. Each of the parties acknowledges that it has adopted its own corporate compliance program and code of conduct with which it expects its officers, directors, employees and agents to comply, and that it is responsible for monitoring and enforcing observance of its own compliance program and taking prompt action to resolve any non-compliance. A copy of each party's compliance program and code of conduct is available upon request.

21) INDEPENDENT CONTRACTOR. Nothing in this MPA shall confer upon any person other than the parties and their respective successors and assigns any rights, remedies, obligations, or liabilities whatsoever. The parties agree that they are independent contractors and not agents of each other.

22) EXCLUDED PROVIDER. Customer and Siemens Healthineers each represent to the other that (i) it is not debarred, excluded, suspended or otherwise determined to be ineligible to participate in any federally funded health care program, including Medicare and Medicaid (collectively "Debarment" or "Debarred", as applicable) and that it shall promptly notify the other party of any Debarment; and (ii) it shall not knowingly employ or contract with, with or without compensation, any individual or entity engaged to provide services under the MPA or any Supplements (singularly or collectively, "Agent") listed by a federal agency as Debarred. To comply with subsection (ii), each party shall make reasonable inquiry into whether any Agent contracted or arranged by it to fulfill the terms of this MPA has been so excluded.

23) END USER CERTIFICATION. Customer represents, warrants and covenants that it is acquiring the Products for its own end use and not for reselling or transferring to a third party.

24) COMPLIANCE WITH EXPORT CONTROL REGULATIONS. (a) Customer shall comply with all applicable sanctions, embargoes, and (re-)export control laws and regulations and, in any event with those of the United States of America and any locally applicable jurisdiction (collectively "Export Regulations").

(b) Upon request by Siemens Healthineers, Customer shall promptly provide Siemens Healthineers with all information pertaining to the

particular destination and the particular intended use of the Products and/or Services. If applicable, Customer will notify Siemens Healthineers prior to Customer disclosing any information to Siemens Healthineers that is defense-related or requires controlled or special data handling pursuant to applicable government regulations and will use the disclosure tools and methods specified by Siemens Healthineers.

(c) Customer will indemnify and hold harmless Siemens Healthineers, its affiliates, subcontractors, and their representatives against any claims, damages, fines and costs (including attorney's fees and expenses) relating in any way to Customer's noncompliance with this Compliance With Export Control Regulations Section, including Customer's and its third party business partners' violation or alleged violation of any Export Regulations, and Customer will compensate Siemens Healthineers for all losses and expenses resulting thereof.

25) ENTIRE AGREEMENT; AMENDMENTS. Each Supplement (as incorporating the terms and conditions of this MPA), sets forth the entire agreement between the parties relating to the subject matter of such Supplement and there are no understandings, agreements, or representations expressed or implied not stated herein and therein, including by reason of any terms or conditions of any agreement ("Group Purchasing Agreement") between Siemens Healthineers and a group purchasing organization ("GPO"). Notwithstanding the foregoing, as between Customer and Siemens Healthineers, Customer may still be entitled to certain benefits pursuant to the terms of a Group Purchasing Agreement between Siemens Healthineers and a GPO by virtue of Customer's membership in such GPO provided that Customer is an active member of the GPO and the Group Purchasing Agreement is in full force and effect. To that end, in the event of any conflict or inconsistency between the terms of any Supplement (as incorporating the terms and conditions of this MPA) and the terms of such Group Purchasing Agreement, (a) if the conflict or inconsistency is regarding a payment or financial obligation, then the terms of this MPA shall control; and (b) if the conflict or inconsistency is regarding any other term or condition (not regarding a payment or financial obligation), then the terms and conditions of the Group Purchasing Agreement shall control. Customer shall get the benefit of such Group Purchasing Agreement only so long as it does not affect any of Customer's payment or other obligations or any of the rights or remedies of Siemens Healthineers (or any Assignee) with respect thereto. Neither the MPA nor any Supplement shall be terminated (except termination in the event of a Default) or modified except by a written document signed by authorized representatives of all parties making specific reference to this MPA or Supplement, as applicable, and expressing the intention to modify or terminate. Any modifications contained or incorporated into a Supplement that in any way alter the terms of the MPA shall be effective only with the respect to that Supplement and shall be ineffective with respect to any other Supplement. Any term or condition contained in a Customer purchase order shall be null and void.

26) MISCELLANEOUS.

(a) If Siemens Healthineers fails to enforce its rights against Customer at any time, it may enforce those rights later without waiver, including without limitation, the COMPLIANCE Section herein or at such other time that Customer fails to perform any of Customer's obligations.

(b) Force Majeure. Siemens Healthineers shall not be liable for any loss or damage for delay in delivery, inability to install or any other failure to perform due to causes beyond its reasonable control including, but not limited to, acts of God or the public, war, civil commotion, blockades, embargoes, calamities, epidemics, pandemics, floods, fires, earthquakes, explosions, storms, strikes, lockouts, labor disputes, or unavailability of labor, raw materials, power or supplies. Should such a delay occur, Siemens Healthineers may reasonably extend delivery or production schedules or, at its option, cancel the order in whole or part without liability other than to return any unearned deposit or prepayment.

(c) Siemens Healthineers may invoice and Customer shall pay any cost(s) incurred by Siemens Healthineers that result from changes that Siemens Healthineers reasonably determines to be directly attributable to Customer. Siemens Healthineers shall notify Customer and request a purchase order to facilitate the payment of such cost(s) prior to the implementation of such change(s).

(d) NOTICES. All notices (other than the notices and communications about support sent as provided in Section 14 of Attachment B, which may be sent electronically) sent to the other party pursuant to this Agreement which are required to be in writing must be delivered by hand, certified or registered mail, postage prepaid, return receipt requested, or by overnight courier, to the following persons:

(i) For Siemens:

Chief Financial Officer
Siemens Healthcare Diagnostisc, Inc.
40 Liberty Blvd
Malvern, PA 19355

And

General Counsel - North America
Siemens Healthcare Diagnostics, Inc.
40 Liberty Blvd
Malvern, PA 19355

With a copy to: legalnotices.team@siemens-healthineers.com

(ii) For Customer:

Attn:
Phone:

All notices will be deemed received on the date of delivery or, if mailed, on the date of receipt appearing on the return receipt card. Customer grants Siemens the right to store Customer employee names, numbers, email addresses and contact information for use in connection with this Agreement.



IN WITNESS HEREOF, each party has caused its duly authorized representative to execute this MPA as of the MPA Effective Date.

Customer:

By: _____
Name (Print): _____
Title: _____
Date: _____

Siemens Healthcare Diagnostics Inc.:

By: _____
Name (Print): _____
Title: _____
Date: _____

By: _____
Name (Print): _____
Title: _____
Date: _____
Address: 511 Benedict Ave. Tarrytown, NY 10591

Supplement to Master Products Agreement

Product Line: epoc
Billing Option: Cost Per Test

Legal Name: TOWN OF PALM BEACH FIRE RESCUE
Customer Name: TOWN OF PALM BEACH FIRE RESCUE
Address: 300 NORTH COUNTY ROAD
City, State, Zip: Palm Beach, FL, 33480

Group Purchasing
Organization: NO PRIMARY
Sold to #: 371520

THIS SUPPLEMENT ("Supplement") to the Master Products Agreement (the "MPA" or "Agreement") dated _____ is by and between Siemens Healthcare Diagnostics Inc. ("Siemens Healthineers" or "Siemens") and the party identified under "Legal Name" (or "Customer Name" if no "Legal Name") in the heading above ("Customer") and incorporates the terms and conditions of the MPA. Capitalized but undefined terms will have the meanings ascribed to them in the MPA. Attachment A and all terms included therein are incorporated by reference into this Supplement. For all purposes hereof, this Supplement is effective as of the date of the last signature of the parties herein ("Supplement Effective Date").

1) EQUIPMENT PREMISES. Installation Location (the "Premises") (if different from address Customer has provided above):

2) PRODUCTS. Customer agrees to purchase from Siemens Healthineers during each year of the Supplement Term, at minimum the annual Commitment Amount of the Products listed on Attachment A at the prices specified on Attachment A.

3) PRODUCT INVOICING. Customer will be invoiced upon shipment of the Products.

4) COMMITMENT. The Commitment Amount is specified on Attachment A. The measurement of the purchase of Products towards the Commitment Amount as detailed in the Compliance section of the MPA shall commence with the Supplement Term (as defined below). At Siemens Healthineers' discretion, Siemens Healthineers reserves the right to periodically review whether Customer has made sufficient purchases to meet the pro-rata portion of the Commitment Amount associated with the period under review.

5) SUPPLEMENT TERM. This Supplement is effective and the parties shall be subject to the terms of this Supplement as of the Supplement Effective Date. The Supplement Term is sixty (60) months beginning upon the later of i) the completed installation and implementation ("Mechanical Installation") date of the final item of Equipment for those items of Equipment that are subject to Mechanical Installation or ii) the delivery date of the final item of Equipment for those items of Equipment that are not subject to Mechanical Installation. In the event that all items of Equipment contained herein are located at the Premises as of the Supplement Effective Date ("On-Site Equipment"), then the Supplement Term shall commence upon the Supplement Effective Date. Notwithstanding the foregoing, if the conditions for the commencement of the Supplement Term detailed herein have not been met within one hundred twenty (120) days from the Supplement Effective Date, then the Supplement Term shall commence on the first day of the next calendar month following such period. Upon completion of the Supplement Term, the Supplement shall automatically renew on a month-to-month basis until either party provides the other with thirty (30) days written notice of termination. Any Service Coverage Term that is in effect on the last month of the Supplement Term shall also be extended on a month-to-month basis. In the event that Customer and Siemens Healthineers enter into a subsequent Supplement for the provision of the same Products as these herein, then this Supplement shall automatically terminate upon the Effective Date, as defined therein, of such subsequent Supplement.

6) PRICING TERMS. The pricing under this Supplement applies only to the Products that are used by Customer. The pricing and other terms stated in this Supplement supersede any previous price arrangements Customer has with Siemens or any Group Purchasing Agreements. Siemens reserves the right to increase the then-current pricing on a periodic basis or as otherwise permitted under the terms of this Supplement. Beginning twelve (12) months after the Supplement Effective Date, Siemens reserves the right on not less than thirty (30) days' written notice to Customer, to adjust pricing on an annual basis in an amount of 5.00% or the United States Department of Labor, Consumer Price Index, All Urban Consumers, whichever is greater.

7) TRAINING. Siemens Healthineers will provide Equipment and/or Products training at the location and for the number of people specified on Attachment A. Customer agrees to comply with all requirements for Trained Operators as defined in the MPA.

8) SERVICE. If Service is specified on Attachment A, such Service will be provided for the number of years indicated on Attachment A ("Coverage Term") and in accordance with and subject to Attachment B Service Standard Terms and Conditions, which, if applicable, is attached hereto and incorporated herein. For each item of Equipment, the Coverage Term shall commence upon one of the following, as applicable: i) the Mechanical Installation date for Equipment that is subject to Mechanical Installation, or ii) the delivery date for Equipment that is not subject to Mechanical Installation, or iii) the Supplement Effective Date in the case of On-Site Equipment.

9) ENTIRE AGREEMENT; AMENDMENTS. All of the terms, covenants and conditions set forth in the MPA are incorporated herein by reference as if the same had been set forth herein. There are no understandings, agreements, or representations expressed or implied not stated herein (as incorporating the terms, covenants and conditions set forth in the MPA). If there is a conflict between the terms of this Supplement and the MPA, the terms of this Supplement (including any Attachment(s) and Exhibit(s)) shall prevail.

IN WITNESS HEREOF, each party has caused its duly authorized representative to execute this Supplement as of the Supplement Effective Date.

CUSTOMER:

SIEMENS HEALTHCARE DIAGNOSTICS INC.:

By: _____

Name (print): _____

Title: _____

Date: _____

By: _____

Name (print): _____

Title: _____

Date: _____

By: _____

Name (print): _____

Title: _____

Date: _____

Address: 511 Benedict Ave, Tarrytown, NY 10591

Attachment A

Quote #: CPQ-1322420-4
Approved: 11/18/2025

At Siemens discretion, the prices, terms and conditions herein are subject to expiration unless executed by Customer within 180 days of Approved date above.

Legal Name: TOWN OF PALM BEACH FIRE RESCUE
Customer Name: TOWN OF PALM BEACH FIRE RESCUE
Product Line: epoc

Purchasing Group: NO PRIMARY
Sold to #: 371520

Total annual minimum Commitment Amount: **13,090.50 USD**

Equipment Information - epoc

	Part #	Onsite	Quantity	Comments
epoc Reader	10736398	N	4	
KIT, EDM LITE	10736409	N	1	
epoc NXS Host - US	11413475	N	4	
Martel Unicode Printer	11413889	N	4	

Service

Service	Service Level	Quantity	Start Year	# of Years	Comments
Warranty Service	10973921 EPOC NXS	4	1	1 Year(s)	Included
Warranty Service	HOST_Exchange Std Warr				
Warranty Service	10973908 EPOC READER	4	1	1 Year(s)	Included
	EXCHANGE STANDARD				

Products: Reagents Pricing - epoc

Reagent	Part #	Total Tests / Yr	Test/Kit	Total Kits/Yr	Cost/Kit	Cost/Kit	Total Annual
epoc BGEM BUN - BG - RGT - 25T	10736515	1,125.00	25.00	45.00	10.00 USD	250.00 USD	11,250.00 USD

Products: Supplies - epoc

	Part #	Annual # of Kits	Cost/Kit	Total Annual
POC Label Roll - CONS	10736408	4.00	1.50 USD	6.00 USD
epoc - Stainless Steel Tip - CONS - 50 pieces	10736384	1.00	62.00 USD	62.00 USD
epoc Care-Fill Capillary Tubes - BG - CON - 50 T	10736380	3.00	65.00 USD	195.00 USD
epoc Eurotrol Gas-ISE/BUN Ctrl -CON - Lvl 1	10736510	5.00	49.50 USD	247.50 USD
epoc Eurotrol Gas-ISE/BUN Ctrl -CON - Lvl 3	10736512	5.00	49.50 USD	247.50 USD
epoc Eurotrol Gas-ISE/BUN cal/verif - CON - Lvl 1-5	10736514	4.00	118.75 USD	475.00 USD
epoc Eurotrol Hematocrit Ctrl - BG - CON - Lvl A	10736359	5.00	49.50 USD	247.50 USD
epoc Eurotrol Hematocrit Ctrl - BG - CON - Lvl B	10736361	5.00	49.50 USD	247.50 USD
epoc Eurotrol Hematocrit cal/verif - BG - CON - Lvl 1-5	10736358	1.00	112.50 USD	112.50 USD
Total Annual Supplies				1,840.50 USD

THIS PROPOSAL CONTAINS CONFIDENTIAL AND PROPRIETARY INFORMATION OF SIEMENS HEALTHINEERS, INCLUDING PRICING INFORMATION. THIS INFORMATION SHALL NOT BE DISCLOSED TO ANY THIRD PARTIES WITHOUT THE PRIOR WRITTEN CONSENT OF SIEMENS HEALTHINEERS, EXCEPT CUSTOMER MAY SHARE SUCH INFORMATION WITH ITS AUDITORS, COUNSEL AND DESIGNATED PRIMARY GROUP PURCHASING ORGANIZATION IN THE ORDINARY COURSE OF BUSINESS, PROVIDED SUCH PARTIES HAVE AGREED TO MAINTAIN THE CONFIDENTIALITY OF SUCH INFORMATION.

Prices for Reagents and Supplies not listed above will be according to the tier pricing in effect at the time of shipment.

Prices for Reagents and Supplies not yet commercially available will be determined at the time of introduction and are not covered by this Supplement.

CUSTOMER:

SIEMENS HEALTHCARE DIAGNOSTICS INC.:

By: _____
Name (print): _____
Title: _____
Date: _____

By: _____
Name (print): _____
Title: _____
Date: _____

By: _____
Name (print): _____
Title: _____
Date: _____
Address: 511 Benedict Ave, Tarrytown, NY 10591

THIS PROPOSAL CONTAINS CONFIDENTIAL AND PROPRIETARY INFORMATION OF SIEMENS HEALTHINEERS, INCLUDING PRICING INFORMATION. THIS INFORMATION SHALL NOT BE DISCLOSED TO ANY THIRD PARTIES WITHOUT THE PRIOR WRITTEN CONSENT OF SIEMENS HEALTHINEERS, EXCEPT CUSTOMER MAY SHARE SUCH INFORMATION WITH ITS AUDITORS, COUNSEL AND DESIGNATED PRIMARY GROUP PURCHASING ORGANIZATION IN THE ORDINARY COURSE OF BUSINESS, PROVIDED SUCH PARTIES HAVE AGREED TO MAINTAIN THE CONFIDENTIALITY OF SUCH INFORMATION.

ATTACHMENT B – SERVICE STANDARD TERMS AND CONDITIONS

The terms of this Attachment B apply solely to the provision of the Service, at the service level(s) defined in the chart below ("Service Level"), and for the Coverage Term(s) identified in the Attachment A. Any capitalized terms not defined in this Attachment B shall have the meanings given to those terms in the Supplement or MPA.

	Service Level				
	Top 1	Top 2	Top 3	Plus	Exchange
Principal Coverage Period (PCP)	24x7	8:00am-9:00pm Mon - Sun	8:00am-9:00pm Mon - Fri excluding holidays	8:00am-5:00pm Mon - Fri excluding holidays	N/A
Planned Maintenance	8:00am-5:00pm Mon - Fri excluding holidays	8:00am-5:00pm Mon - Fri excluding holidays	8:00am-5:00pm Mon - Fri excluding holidays	8:00am-5:00pm Mon - Fri excluding holidays	N/A
On-Site Applications Support	8:00am-5:00pm Mon - Fri excluding holidays	8:00am-5:00pm Mon - Fri excluding holidays	8:00am-5:00pm Mon - Fri excluding holidays	8:00am-5:00pm Mon - Fri excluding holidays	N/A
Technical Phone Support	✓	✓	✓	✓	✓
On-Site Response Objective	Next Day	Next Day	Next Day	Next Day	N/A
Labor	✓	✓	✓	✓	N/A
Travel	✓	✓	✓	✓	N/A
Updates	✓	✓	✓	✓	✓
General Spare Parts Coverage	✓	✓	✓	✓	✓
teamplay Fleet	✓	✓	✓	✓	✓
Smart Remote Services	✓	✓	✓	✓	N/A
Exchange	N/A	N/A	N/A	N/A	✓

ATTACHMENT B – SERVICE STANDARD TERMS AND CONDITIONS

1. Initial Condition of Equipment

This Attachment B is entered into by Siemens Healthineers on the premise that On-Site Equipment (if applicable) covered by this Supplement is presently operating in accordance with the manufacturer's specifications as of the Supplement Effective Date.

Where service has not been provided by Siemens Healthineers under warranty or contract for greater than sixty (60) days preceding the Supplement Effective date, On-Site Equipment condition is subject to verification by Siemens Healthineers at Customer's expense.

Any and all repairs performed by Siemens Healthineers to restore the On-Site Equipment performance to manufacturer's published specifications or that are outside of the scope of this Attachment B will be invoiced at Siemens Healthineers' then-current rates for labor, travel and parts.

Verification is waived by Siemens Healthineers where Siemens Healthineers service, or service by a Siemens Healthineers- authorized service provider, has been provided under warranty or contract within sixty (60) days of the Supplement Effective Date.

2. Term

Siemens Healthineers will provide the Service detailed herein for the duration of the Coverage Term. Any service provided by Siemens Healthineers after the expiration of the Coverage Term shall be billed to Customer on a time and material basis at Siemens Healthineers' then current rates unless Siemens Healthineers and Customer extend the Coverage Term or enter into a subsequent service agreement for the applicable Equipment. Siemens Healthineers reserves the right not to extend Service for older Equipment or software at Siemens Healthineers sole discretion.

3. Exchange / Loaning of Equipment (Applies to Exchange Service Level Only)

Siemens will replace with a new or reconditioned equipment ("Exchange Equipment"), or at Siemens sole option repair at no charge Equipment that does not operate in accordance with manufacturer published specifications ("Non-conforming Equipment"), provided Customer returns the Non-conforming Equipment, shipping prepaid to the Siemens Healthineers Customer Service Center. All Exchange Equipment shall be shipped FOB destination. Customer shall be responsible for the entire amount of any loss or damage to the Exchange Equipment from whatever cause after delivery, except for ordinary wear and tear. Customer shall promptly notify Siemens of any loss or damage to the Exchange Equipment.

Siemens is the owner of and shall retain title to the Exchange Equipment. Customer shall not permit or allow any attachment, lien, security interest, or other encumbrance to be filed against the Exchange Equipment by any individual or entity other than Siemens Healthineers. Any Exchange Equipment that is not returned to the Siemens Healthineers shall be invoiced to the Customer at its fair market value.

4. Siemens Healthineers Service

Subject to the terms of the Supplement and with reasonable promptness, Siemens Healthineers or its authorized Service provider will repair those Equipment malfunctions which occur notwithstanding that the Equipment is being operated in accordance with the manufacturer's published instruction manual for such Equipment. Siemens Healthineers will use commercially reasonable efforts to provide such Service during the applicable Principal Coverage Period as detailed in the Service Level table above, provided however, that Siemens Healthineers reserves the right to prioritize its response to requests for Service based upon the extent of the malfunction and the availability of parts or labor at Siemens Healthineers' sole discretion.

(Does Not Apply to Exchange Service Level)

A Service call shall be considered complete when Siemens Healthineers, or its authorized Service provider, demonstrates by an

appropriate test procedure that the Equipment is operating in accordance with the manufacturer's specifications for such Equipment. Siemens Healthineers, or its authorized Service provider, shall provide to Customer a copy of the "Field Service Report" detailing the work performed by Siemens Healthineers' field Service representative, or its authorized Service provider. Siemens Healthineers may require that the Equipment be returned to the repair facility for Service.

(Applies to Exchange Service Level Only)

Siemens may require that the Non-conforming Equipment be returned to the Siemens Healthineers repair facility for Service.

5. Service Parts (Does Not Apply to Exchange Service Level)

Unless otherwise provided elsewhere in this Attachment B, all Service parts are furnished on an exchange basis and the parts removed become the property of Siemens Healthineers. Siemens Healthineers will supply at its own expense, necessary parts, except consumables, provided replacement of the parts is required because of normal wear and tear or otherwise deemed necessary by Siemens Healthineers and further provided that the Siemens Healthineers-manufactured parts are available from the factory. All parts will be new, standard parts, or used, reworked or refurbished parts that comply with applicable performance and reliability specifications. Exchange parts removed from the Equipment shall become the property of Siemens Healthineers unless such exchange parts constitute "hazardous wastes", "hazardous substances", "special wastes" or other similar materials, as such terms are defined by any federal, state or local laws, rules or regulations, in which case, at the option of Siemens Healthineers, the exchange parts shall remain the property of the Customer and shall be disposed of by the Customer in strict compliance with all applicable laws, rules and regulations. For a list of excluded parts not covered by this Attachment B, please refer to subsection (p) of the Exclusions Section below.

6. Exclusions

Service does not include any work and related travel, labor and parts required to repair Equipment malfunctions resulting from Customer's failure to provide suitable operating conditions or to adequately furnish all facilities required by the manufacturer's installation manual.

In addition, Service required to correct malfunctions resulting from the following is excluded from this Attachment B:

- (a) Failure on the part of Customer to maintain the Equipment in accordance with the routine maintenance requirements set forth in any manuals for such Equipment;
- (b) Damage caused by Customer error, misuse, abuse, or operation outside of conditions prescribed in the Equipment instruction manual or damage caused by use for a purpose other than for which it was designed;
- (c) Improper use or storage or other external cause, including service or modifications not performed by Siemens Healthineers or its authorized Service provider;
- (d) Damage incurred during the transportation of the Equipment not supervised by Siemens Healthineers or its authorized representative;
- (e) Damage caused by repair, service, or alteration made or attempted by any parties other than Siemens Healthineers or Siemens Healthineers' authorized Service provider without Siemens Healthineers' prior written consent;
- (f) Acts of God including flood, earthquake, tornado, hurricanes and other natural or man-made disasters;
- (g) Acts of war, vandalism, sabotage, arson and civil commotion;
- (h) Electrical surges and sprinkler damage, or;
- (i) Use of supplies, disposables, consumables or reagents not recommended in writing by the Equipment manufacturer, or accessories which the Equipment manufacturer has not specifically designated in writing as compatible with the Equipment;
- (j) Customer owned instrument de-installation, decontamination, re-installation;
- (k) Rebuilding of any Equipment software or IT environment damage resulting from a cyberattack.

ATTACHMENT B – SERVICE STANDARD TERMS AND CONDITIONS

Siemens Healthineers Service also excludes the following:

- (l) Furnishing of batteries, fuses, lamps, hoses, tubing, filters, disconnected fittings, electrodes, computer software, test patterns, calibration standards, report forms, printers, printer paper, pen styli, ink pens, or hollow cathode or any other parts listed in the operator's manual or instruction manual for the Equipment as replacement parts, sub-assemblies or accessories;
- (m) Service which is unreasonable for Siemens Healthineers or its authorized Service provider to render because of unauthorized alterations or attachments to the Equipment;
- (n) Furnishing of system peripherals such as uninterruptible power sources;
- (o) operating supplies including but not limited to, bulbs, glass syringes, manual/automatic pipettes, disposables, and reagents, standards or controls;
- (p) Furnishing of parts defined as 'Supplies', 'Supplies list', 'Supplies and Replacement Parts', 'Consumables and Accessories', 'Orderable Parts', 'Sub-assemblies', or 'Customer Replaceable Parts' within the Operator's Guide, Instructions for Use, or Operating Manual (all of which can be found in the Document Library at <<https://doclib.SiemensHealthineers-healthineers.com/home>>).

Service calls made by Siemens Healthineers, or its authorized Service provider, and any related travel, labor and parts required to correct Equipment malfunctions resulting from causes set forth above shall be invoiced by Siemens Healthineers to Customer at Siemens Healthineers' then-current rates. For the avoidance of doubt, Siemens Healthineers will invoice and Customer shall pay for any Customer requested Service resulting from the causes set forth above even if Customer has not provided a purchase order to Siemens Healthineers prior to the completion of such Service. For any such excluded service that is provided in accordance with this Section, by accepting the performance of such services, the Customer site at which the services are rendered assumes full responsibility for the payment of all associated invoices. Siemens Healthineers may agree to accept payment from an alternate Customer payer account upon Customer request; however, Customer's obligation to pay the resulting invoice(s) remains binding irrespective of the absence of a purchase order or any discrepancies in Customer's internal accounting or invoice management systems, and payment of the invoice remains due without delay in accordance with the Payment Section of the Supplement.

7. Planned Maintenance (PM) (Does Not Apply to Exchange Service Level)

Planned maintenance will be carried out according to the manufacturer's recommended schedule. Planned maintenance generally includes checking mechanical and electrical safety, lubrication, functional testing and adjusting for optimum performance as specified in the detailed planned maintenance work plan.

8. Warranty

Siemens Healthineers warrants that Equipment Service rendered by Siemens Healthineers, or its authorized Service provider, to the Customer hereunder shall be performed in a workmanlike manner, consistent with industry standards. If the Service performed does not result in the Equipment performing in accordance with the manufacturer's published specifications, Siemens Healthineers shall repeat such Service until the Equipment performs in accordance with the manufacturer's published specifications. The foregoing express warranty and remedy are exclusive and there are no other warranties expressed or implied with respect to the Service.

THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED BY SIEMENS HEALTHINEERS.

9. Equipment Retrofit

Siemens Healthineers, or its authorized Service provider, may make changes in the design or construction of Siemens Healthineers equipment without incurring any obligation hereunder to make such changes to the Equipment covered by this Attachment B. Customer

shall, however, allow Siemens Healthineers, or its authorized Service provider, at Siemens Healthineers' expense, to retrofit components or make design changes which improve Equipment reliability but do not adversely affect Equipment performance.

10. OSHA

Customer shall provide Siemens Healthineers' field Service representative, or its authorized Service provider, with facilities at Customer's location which shall be adequate for Siemens Healthineers or its authorized Service provider to perform the Service contemplated by this Attachment B and comply with the regulations of the Secretary of Labor promulgated under the Occupational Safety and Health Act of 1970 as amended.

11. Force Majeure

Neither party shall be responsible for delay or nonperformance of obligations related to Service caused by a Force Majeure occurrence as detailed in the MPA.

12. Default and Termination

Customer shall be in default under this Attachment B upon the occurrence of any of the following ("Service Default"): (i) a failure by Customer to perform any obligation under this Attachment B within thirty (30) days of receipt of notice from Siemens Healthineers; (ii) a failure by Customer to grant Siemens Healthineers access to the Equipment as set forth in this Attachment B; (iii) a failure by Customer to notify Siemens Healthineers that the Equipment is in need of remedial maintenance or to permit Siemens Healthineers to inspect, repair or adjust the Equipment as deemed necessary by Siemens Healthineers or at any time during the Coverage Term in order to keep the Equipment operating in material compliance with the written specifications; (iv) a failure by Customer to maintain the Equipment in accordance with the manufacturer's written specifications; (v) a failure by Customer to purchase from Siemens Healthineers all necessary service parts and labor that are excluded from coverage under this Attachment B; or (vi) a default by Customer or any affiliate of the Customer under any other obligation to or agreement with Siemens Healthineers or any assignee of the foregoing (including but not limited to, a promissory note, lease, rental agreement, license agreement or purchase contract).

Upon the occurrence of any event of Service Default hereunder, Siemens Healthineers may, in addition to any and all other remedies available under law or this Attachment B, elect to: (i) immediately cease providing Service under this Attachment B and service under any and all other agreements between the parties, or suspend any Training courses or educational offerings provided under the Supplement until the Service Default is cured or corrected; (ii) terminate this Attachment B along with any corresponding Service Coverage Term associated herewith; (iii) void any and all warranties for the Equipment that have been affected by the use of unauthorized replacement parts and/or Customer or third-party labor. All rights and remedies available to Siemens Healthineers hereunder, by law or equity, shall be cumulative and there shall be no obligation for Siemens Healthineers to exercise a particular remedy.

In the event that Customer cures all Service Defaults hereunder, then prior to resumption of the Service under this Attachment B, Siemens Healthineers may inspect the Equipment to determine if it is in good operating condition. Such inspection shall be charged to the Customer at Siemens Healthineers' per-call rates and terms then in effect. Any repairs or adjustments which Siemens Healthineers determines are required due to: (i) the use of any non-Siemens Healthineers parts; (ii) the repair or service of the Equipment by the Customer or any third party during the suspension of Service by Siemens Healthineers; or (iii) any of the exclusions set forth in Exclusions Section of this Attachment B, shall be charged to the Customer at Siemens Healthineers' rates and terms then in effect and shall include charges for parts, with all such repairs or adjustments to be completed prior to the resumption of Service under this Attachment B.

13. Software Updates



ATTACHMENT B – SERVICE STANDARD TERMS AND CONDITIONS

Siemens Healthineers may require Customer to update Siemens Healthineers proprietary software or the Equipment operating system in order to perform Service under this Attachment B. Siemens Healthineers reserves the right to provide Customer an EOS Announcement (as defined below) with respect to the Equipment software. In the event the Customer does not update or replace the software in accordance with Siemens Healthineers' direction within twelve (12) months from the EOS Announcement date, Siemens Healthineers may, at its option, (i) cancel this Attachment B or (ii) remove any affected Software or Equipment from coverage under this Attachment B. Siemens Healthineers will use commercially reasonable efforts to provide service or parts on a time and materials basis only, at Siemens Healthineers' rates and terms then in effect, for any Software subject to an EOS Announcement. Nothing in this Attachment B shall in any way grant to Customer any right to or license in any diagnostic service software utilized by Siemens Healthineers in servicing the Equipment. In the event Customer's failure to update or replace the Equipment software in accordance with this Section results in a service call that could have been avoided by performing such software update or replacement, Siemens Healthineers may invoice Customer for such service call at Siemens Healthineers' rates and terms then in effect.

14. End Of Support

Notwithstanding anything to the contrary contained herein, in the event that Siemens Healthineers makes an end of support announcement (an "EOS Announcement") no less than twelve (12) months before the EOS Date that it will no longer offer Service coverage for an item of Equipment, software, or components thereof, or provide a particular Service coverage option or feature, whether due to the unavailability of spare parts, trained labor, obsolescence of software, or otherwise, then Siemens Healthineers may modify the end date of the Coverage Term to match the published EOS Date, or remove any affected Equipment, software, components, options or features from this Attachment B with a corresponding termination of the applicable Service Coverage Term.

In addition, on the EOS Date or anytime thereafter, Customer or Siemens Healthineers may immediately remove the affected Equipment, software, components, options or features from this Attachment B with a corresponding termination of the applicable Service Coverage Term upon written notice to the other party. For any Equipment that has been removed from coverage following an EOS Announcement, Customer may request that Siemens Healthineers provide service or parts on a time and materials basis only, at Siemens Healthineers' rates and terms then in effect.

CUSTOMER:

By: _____
Name (print): _____
Title: _____
Date: _____

SIEMENS HEALTHCARE DIAGNOSTICS INC.

By: _____
Name (print): _____
Title: _____
Date: _____
Address: 511 Benedict Ave, Tarrytown, NY 10591

By: _____
Name (print): _____
Title: _____
Date: _____



Quality Beyond Compliance
620 Lake Claire Ct Oviedo, FL 32765

QUOTE

Date: September 11, 2025
Service: Consulting Services

Attn:
Mobile Unit Setup

DESCRIPTION	HOURS	RATE	AMOUNT
Monthly Technical Consultant Services (payment due on a monthly basis after contract signing)			\$ 500.00
			\$ -
			\$ -
TOTAL			\$ 500.00

This is not an invoice.

THANK YOU FOR YOUR BUSINESS!!



Quality Beyond Compliance
620 Lake Claire Ct Oviedo, FL 32765

QUOTE

Date: September 11, 2025
Service: Consulting Services/Start-Up Fees

Attn:
Mobile Unit Setup

DESCRIPTION	HOURS	RATE	AMOUNT
Start-Up Costs			\$ 1,000.00
			\$ -
			\$ -
TOTAL			\$ 1,000.00

This is not an invoice.

THANK YOU FOR YOUR BUSINESS!!



Quality Beyond Compliance
620 Lake Claire Ct Oviedo, FL 32765

QUOTE

Date: September 11, 2025
Service: Policy & Procedures Manual

Attn:
Mobile Unit Setup

DESCRIPTION	HOURS	RATE	AMOUNT
Policy and Procedures Manual (one time payment)			\$ 1,500.00
			\$ -
			\$ -
TOTAL			\$ 1,500.00

This is not an invoice.

THANK YOU FOR YOUR BUSINESS!!

TOWN OF PALM BEACH

Information for Town Council Meeting on: January 13, 2026

To: Town Council

Via: Robert Miracle, CPA Deputy Town Manager, Finance and Administration
Kirk W. Blouin, Town Manager

From: Dean Mealy, II NIGP-CPP, CPPO, FCCM Town Procurement and Contract
Division Director

Re: A Resolution of the Town Council of the Town Of Palm Beach, Palm Beach
County, Florida, approving a purchase order to Ten-8 for the purchase of a Braun
Rescue Vehicle in the amount of \$615,019.50, approving a contingency in the
amount of \$5,000 and approving a project budget in the amount of \$620,019.50.
4-2026

Date: 12/26/2025

STAFF RECOMMENDATION

Staff recommends the Town Council approve Resolution No. 4-2026, approving a purchase order to Ten-8 for the purchase of a Braun Rescue Vehicle in the amount of \$615,019.50, approving a contingency in the amount of \$5,000 and approving a project budget in the amount of \$620,019.50.

SUMMARY EXPLANATION /BACKGROUND

The purchase of a new Rescue in the Fire Dept. is necessary to replace a rescue that was involved in an accident and subsequently declared a total loss by the insurance company. The lost unit was assigned to Station 3 and provided primary coverage for the south end of Town.

This replacement Rescue will restore dedicated coverage to the South end and ensure continuity of emergency response services for that area. At present, the Fire Department is operating out of a backup unit, which presents operational challenges.

Approval of this purchase will allow the Fire Department to return to full operational readiness and maintain reliable emergency services for the community.

Town Procurement and Fire Rescue utilized the Florida Sheriff Association to secure the best pricing. It should be noted in completing research, a private equity firm has come in and bought a few fire truck manufacturers. This has greatly impacted price and delivery

times for these types of vehicles. By proceeding with this vendor, it will shorten the lead time for production of the vehicle.

This new ambulance will cost almost \$625,000 vs. \$270,000 in 2022. That's a 131% increase in 3–4 years. The one that the Town is purchasing is a medium chassis versus a light chassis, which was bought in 2022. The price for a light chassis today still costs \$514,000, which is a 90% increase. Even with the equipment replacement funds accumulated, insurance proceeds and Fire contributing \$50k from their FY26 operating budget, the account is still short \$270K. The Town is receiving a \$7804.50 discount for 50% prepayment. Payment and Performance Bonds will be required for this acquisition.

FUNDING/FISCAL IMPACT

Funding will be from insurance proceeds, Fire contributing \$50,000 from their FY26 operating budget and the Equipment Replacement Fund. The shortage will be reimbursed to the Equipment Replacement Fund from Fire during upcoming budget cycles.

TOWN ATTORNEY REVIEW

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

STRATEGIC PLAN

Strategic Priorities:

Safe and Resilient Community, Community Culture and Character

Strategic Focus Areas:

Quality of Life

Emergency Management

FUNDING

Capital

RESOLUTION NO. 4-2026

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING A PURCHASE ORDER TO TEN-8 FOR THE PURCHASE OF A BRAUN RESCUE VEHICLE IN THE AMOUNT OF \$615,019.50, APPROVING A CONTINGENCY IN THE AMOUNT OF \$5,000 AND APPROVING A PROJECT BUDGET IN THE AMOUNT OF \$620,019.50.

NOW, THEREFORE BE IT RESOLVED BY THE TOWN COUNCIL of the Town of Palm Beach, Palm Beach County, Florida, as follows:

Section 1: The Town Council of the Town of Palm Beach, Palm Beach County, Florida, hereby approves Resolution No. 4-2026, approving a purchase order to Ten-8 for the purchase of a Braun Rescue Vehicle in the amount of \$615,019.50, approving a contingency in the amount of \$5,000 and approving a project budget in the amount of \$620,019.50.

Section 2: The Town Manager or designee is hereby authorized to execute the contract and purchase order on behalf of the Town of Palm Beach for these improvements.

PASSED AND ADOPTED in a regular, adjourned session of the Town Council of the Town of Palm Beach assembled on 13th day of January 2026.

Danielle H. Moore, Mayor

Bobbie Lindsay, Town Council President

Lewis S.W. Crampton, Council President
Pro Tem

Julie Araskog, Town Council Member

ATTEST:

Edward A. Cooney, Town Council Member

Kelly Churney, CMC, Town Clerk

Bridget Moran, Town Council Member

TOWN OF PALM BEACH

Information for Town Council Meeting on: January 13, 2026

To: Town Council

Via: Kirk W. Blouin, Town Manager

From: Robert Miracle, CPA Deputy Town Manager, Finance and Administration

Re: A Resolution of the Town Council of the Town Of Palm Beach, Palm Beach County, Florida, amending the Town's Investment Policy for the Town's Retirement System, OPEB System and the Surplus Funds.
7-2026

Date: 12/30/2025

STAFF RECOMMENDATION

Staff recommends approval of Resolution No. 007-2026 amending the Funding Policy for the Town of Palm Beach Retirement System, OPEB System and the Town's Surplus Funds.

GENERAL INFORMATION

The investment policy for the Town of Palm Beach Retirement System, OPEB System and the Town's Surplus Funds adds language related to the new Florida State Statute which restricts local governments from investing in securities that "Boycott Israel" and is identified in the period publication by the State Board of Administration.

Also, the Investment Advisory Committee, for the OPEB policy statement, increased the range for Total Liquid Reserves (Cash) from 0-5% to 0-20%.

All of the policies are provided in the exhibits.

This has been approved by the TOPB Retirement Board as well as the Investment Advisory Committee.

STRATEGIC PLAN

Strategic Priorities:

Governmental Leadership and Innovation

Strategic Focus Areas:

Sound Fiscal Management

FUNDING

No Fiscal Impact

RESOLUTION NO. 7-2026

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, AMENDING THE TOWN'S INVESTMENT POLICY FOR THE TOWN'S RETIREMENT SYSTEM, OPEB SYSTEM AND THE SURPLUS FUNDS.

WHEREAS, the Board of Trustees of the Town of Palm Beach Retirement System adopted a revised Investment Policy Statement at its meeting on November 14, 2025; and,

WHEREAS, the revised Investment Policy Statement is subject to the approval of Town Council in accordance with the Section 82-57 of the Code of Ordinances of the Town of Palm Beach; and,

WHEREAS, the Town Council desires to approve the proposed revised Investment Policy Statement for the Town of Palm Beach's Retirement System, OPEB and Surplus Funds.

NOW, THEREFORE BE IT RESOLVED BY THE TOWN COUNCIL of the Town of Palm Beach, Palm Beach County, Florida, as follows:

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

Section 2: The Town of Palm Beach Retirement System Investment Policy Statement attached hereto as Exhibit "A", the OPEB Investment Policy is attached hereto as Exhibit "B" and the Surplus Funds Investment Policy is attached hereto as Exhibit "C" is hereby approved and adopted.

Section 3: This Resolution hereby repeals all resolutions in conflict herewith.

Section 4: This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED in a regular, adjourned session of the Town Council of the Town of Palm Beach assembled on January 13, 2026.

Danielle H. Moore, Mayor

Bobbie Lindsay, Town Council President

Lewis S.W. Crampton, Council President
Pro Tem

Julie Araskog, Town Council Member

ATTEST:

Edward A. Cooney, Town Council Member

Kelly Churney, CMC, Town Clerk

Bridget Moran, Town Council Member

I. PURPOSE OF INVESTMENT POLICY STATEMENT

The Pension Board of Trustees (“Board”) maintains that an important determinant of future investment returns is the expression and periodic review of the Town of Palm Beach Retirement System (“the Retirement System”) investment objectives. To that end, the Board has adopted this statement of Investment Policy and directs that it applies to all assets under their control.

In fulfilling their fiduciary responsibility, the Board recognizes that the retirement system is an essential vehicle for providing income benefits to retired participants or their beneficiaries. The Board also recognizes that the obligations of the Retirement System are long-term and that investment policy should be made with a view toward performance and return over a number of years. The general investment objective is to obtain a reasonable total rate of return - defined as interest and dividend income plus realized and unrealized capital gains or losses - commensurate with the Prudent Investor Rule and any other applicable ordinances and statutes.

Reasonable consistency of return and protection of assets against the inroads of inflation are paramount. However, interest rate fluctuations and volatility of securities markets make it necessary to judge results within the context of several years rather than over short periods of five years or less.

The Board will employ investment professionals to oversee and invest the assets of the Retirement System. Within the parameters allowed in this document and their agreements with the Board, the investment management professionals shall have investment discretion over their mandates, including security selection, sector weightings and investment style.

The Board, in performing their investment duties, shall comply with the fiduciary standards set forth in Employee Retirement Income Security Act of 1974 (ERISA) at 29 U.S.C. s. 1104(a) (1) (A) – (C). In case of conflict with other provisions of law authorizing investments, the investment and fiduciary standards set forth in this section shall prevail.

II. TARGET ALLOCATIONS

In order to provide for a diversified portfolio, the Board has engaged investment professional(s) to manage and administer the fund. The investment manager(s) are responsible for the assets and allocation of their mandate only and may be provided an addendum to this policy with their specific performance objectives and investment criteria.

The Board has established the following asset allocation targets for the total fund:

Asset Class	Target	Range	Benchmark Index
Domestic Equity	38%	33% - 43%	Russell 3000
International Equity	15%	10% - 20%	MSCI-ACWI ex US
Pvt. Equity ²	3%	0% - 5%	PME
Total Equity	56%	43% - 68%	
Broad Market Fixed Income	14%	10% - 27%	BB-Int. Agg. "A" or Better
Non-Core Fixed Income ¹	5%	0% - 10%	Strategy Index ³
Pvt. Debt ¹	10%	0% - 13%	PME
Total Fixed Income	29%	10% - 57%	
Real Estate Core / Value-Added Real Estate ¹	8%	0% - 15%	NFI-ODCE Fund Index (EW)
Total Real Estate	8%	0% - 15%	
Alternatives ²	3%	0% - 5%	Strategy Index ³
Total Alternatives	3%	0% - 5%	
Total Liquid Reserves	4%	0% - Discretionary	90-day T-Bill

Note: Allocation to Pvt. Equity shall be based on invested capital.

1. Absent of a full allocation, all or a portion of the target allocation will remain in domestic fixed income with the corresponding allowable range adjustment around the revised domestic fixed income target.

2. Absent of a full allocation, all or a portion of the target allocation will remain in domestic equity with the corresponding allowable range adjustment around the revised domestic equity target.

3. The "strategy index" for alternative assets is defined as the most appropriate index, combination of indices, or absolute return target for the investment(s) in question. The strategy index will be determined at the time of engagement based on the specific investment's long-term objective, prospectus, and/or governing documents and reflected in performance evaluation reports.

The Board of Trustees, with assistance from the Consultant, will monitor the aggregate asset allocation of the portfolio, and will rebalance to the target asset allocation based on market conditions. If at the end of any calendar quarter, the allocation of an asset class falls outside of its allowable range, barring extenuating circumstances such as pending cash flows or allocation levels viewed as temporary, the asset allocation will be rebalanced into the allowable range. To the extent possible, contributions and withdrawals from the portfolio will be executed proportionally based on the most current market values available. The Board does not intend to exercise short-term changes to the target allocation.

The Office of the Town Finance Director is authorized to move funds as required within the existing investment structure and its established investments as required for the maintenance of the target allocation, and for the management of Retirement System Cash Flow.

III. INVESTMENT PERFORMANCE OBJECTIVES

The following performance measures will be used as objective criteria for evaluating the effectiveness of the Investment Managers.

A. Total Portfolio Performance

1. The performance of the total portfolio will be measured for rolling three and five year periods. The Target Index for the Retirement System is defined in the TARGET ASSET ALLOCATION table including within this policy.
2. On a relative basis, it is expected that the total portfolio performance will rank in the top 50th percentile of the appropriate peer universe over three and five-year time periods.
3. On an absolute basis, the objective is that the return of the total portfolio will equal or exceed the actuarial earnings assumptions as scheduled (effective with the September 30, 2016 actuarial valuation, the assumed rate of investment return was decreased to 7.4% and was further decreased by 10 basis points each year thereafter until the assumed rate reached 7.1% effective with the September 30, 2019 actuarial valuation. The assumed rate was then reduced to 6.8% effective with the September 30, 2020 actuarial valuation. Effective with the September 30, 2021 actuarial valuation, the assumed rate of investment return was decreased 20 basis points to 6.6% with further decreases of 20 basis points each year thereafter until the assumed rate reaches 6.0% effective with the September 30, 2024 actuarial valuation). The assumed rate of return will provide inflation protection by meeting Consumer Price Index plus at least 3%.

B. Equity Performance

The combined equity portion of the portfolio, defined as common stocks and convertible bonds, is expected to perform at a rate at least equal to the respective indices indicated in the target allocation table. Individual components of the equity portfolio will be compared to the specific benchmarks defined in each Investment Manager addendum. All portfolios are expected to rank in the top 50th percentile of the appropriate peer universe over three and five-year time periods.

C. Fixed Income Performance

The overall objective of the fixed income portion of the portfolio is to add stability and liquidity to the total portfolio. The fixed income portion of the portfolio is expected to perform at a rate at least equal to the respective indices indicated in the target allocation table. Individual components of the equity portfolio will be compared to the specific benchmarks defined in each Investment Manager addendum. All portfolios are expected to rank in the top 50th percentile of the appropriate peer universe over three and five-year time periods.

D. Non-Core Fixed Income Performance

The overall objective of the non-core fixed income portion of the portfolio, Non-core fixed income shall be defined as investments in various classes of fixed income securities oriented towards credit. Some of these strategies may not be liquid allowing the Retirement System to take advantage of illiquidity premiums available in these market investments. The portfolio is expected to perform at a rate at least equal to a blended index comprised of the Strategy Index³ as defined in the Asset Allocation Table.

E. Real Estate Performance

The overall objective of the real estate portfolio of the portfolio, if utilized, is to add diversification and another stable income stream to the total fund. The real estate portion of the total fund, defined as core, open ended private real estate, is expected to perform at a rate at least equal to the NFI-ODCE Fund Index (EW) and rank in the top 50th percentile of the appropriate peer universe over 5-year time periods.

F. Alternative and Other Non-Traditional Asset Performance

The overall objective of the alternative and/or "other asset" portion of the portfolio, if utilized, is to reduce the overall volatility of the portfolio and enhance returns. This portion of the fund will be benchmarked as outlined in the manager addendum.

IV. INVESTMENT GUIDELINES

A. Authorized Investments

Pursuant to the investment powers of the Board of Trustees as set forth in the Florida Statutes and local ordinances, the Board of Trustees sets forth the following investment guidelines and limitations:

1. Equities:
 - a. Must be traded on a national exchange or electronic network; and
 - b. Not more than five percent (5%) of the Retirement System's assets, at the time of purchase, shall be invested in the common stock, capital stock or convertible stock of any one issuing company, nor shall the aggregate investment in any one issuing company exceed 5% of the outstanding capital stock of the company; and
 - c. Additional criteria may be outlined in the manager's addendum.
2. Fixed Income:
 - a. All directly held fixed income investments shall have a rating of in the Top Three ratings classifications as reported by a major credit rating service; and
 - b. The value of bonds issued by any single corporation shall not exceed 5% of the total fund; and
 - c. Additional criteria may be outlined in the manager's addendum.
3. Money Market:
 - a. The money market fund or STIF options provided by the Retirement System's custodian; and
 - b. Have a minimum rating of Standard & Poor's A1 or Moody's P1.
4. Pooled Funds:

Investments made by the Board may include pooled funds. For purposes of this policy pooled funds may include, but are not limited to, mutual funds, commingled funds, exchange-traded funds, limited partnerships and private equity. The asset classification of the fund will be based upon its investment objective and may be interpreted consistent with the Florida Department of Management Services Division of Retirement. Pooled funds may be governed by separate documents which may include investments not expressly permitted in this Investment Policy Statement. In the event

of investment by the Retirement System into a pooled fund, the Board will adopt the prospectus or governing policy of that fund as the stated addendum to this Investment Policy Statement.

B. Trading Parameters

When feasible and appropriate, all securities shall be competitively bid. Except as otherwise required by law, the most economically advantageous bid shall be selected. Commissions paid for purchase of securities must meet the prevailing best-execution rates. The responsibility of monitoring best price and execution of trades placed by each manager on behalf of the Retirement System will be governed by the Portfolio Management Agreement between the Retirement System and the Investment Managers.

C. Limitations

All directly held equity and fixed income securities must be readily marketable. Commingled funds must be independently appraised at least annually.

1. The Board and its Investment Managers shall comply with the applicable requirements of Chapter 2023-28, Laws of Florida, including Section 112.662, along with regulations adopted by the Department of Management Services. The term “pecuniary factor” is defined as a factor that a named fiduciary “prudently determines is expected to have a material effect on the risk or returns of an investment based on appropriate investment horizons consistent with the investment objectives and funding policy of the investment program. The term does not include the consideration of the furtherance of any social, political, or ideological interests.” [112.662(1)]. In selecting Investment Managers, only pecuniary factors may be considered and the interests of the participants and beneficiaries of the system may not be subordinated to other objectives, including sacrificing investment return or undertaking additional investment risk to promote any nonpecuniary factor. The weight given to any pecuniary factor must appropriately reflect a prudent assessment of its impact on risk or returns. [112.662(2)]. Only pecuniary factors may be considered when voting proxies. [112.662(3)]

D. Absolute Restrictions

No investments shall be permitted in;

1. Any investment not specifically allowed as part of this policy.
2. Illiquid investments, as described in Chapter 215.47, Florida Statutes.
3. The Board hereby adopts the provisions of Florida Statutes §215.4725 as regulating their investments. Direct investment in “Entities that Boycott Israel” identified in the periodic publication by the State Board of Administration, in conjunction with the Department of Management Services, is prohibited. Securities identified on the list must be divested within twelve (12) months of the company’s initial appearance on the list.

V. COMMUNICATIONS

- A. On a monthly basis, the custodian shall supply an accounting statement that will include a summary of all receipts and disbursements and the cost and the market value of all assets.
- B. On a quarterly basis, the Investment Managers shall provide a written report affirming compliance with the security restrictions of Section IV (as well as any provisions outlined in the Investment Manager's addendum). In addition, the Investment Managers shall deliver a report each quarter detailing the Retirement System's performance, forecast of the market and economy, portfolio analysis and current assets of the Retirement System. Written reports shall be delivered to the Board within 30 days of the end of the quarter. A copy of the written report shall be submitted to the person designated by the Town and shall be available for public inspection. The Investment Managers will provide immediate written and telephone notice to the Board of any significant market related or non-market related event, specifically including, but not limited to, any deviation from the standards set forth in Section IV or their Investment Manager addendum.
- C. If the Fund owns investments, that complied with section IV at the time of purchase, which subsequently exceed the applicable limit or do not satisfy the applicable investment standard, such excess or noncompliant investments may be continued until it is economically feasible to dispose of such investment in accordance with the prudent man standard of care, but no additional investment may be made unless authorized by law or ordinance. An action Retirement System outlining the investment 'hold or sell' strategy shall be provided to the Board immediately.
- D. The Investment Consultant shall evaluate and report on a quarterly basis the rate of return net of investment fees and relative performance of the Retirement System.
- E. The Board will meet periodically to review the Investment Consultant performance report. The Board will meet with the investment manager and appropriate outside consultants to discuss performance results, economic outlook, investment strategy and tactics and other pertinent matters affecting the Retirement System on a periodic basis.
- F. At least annually, the Board shall provide the Investment Managers with projected disbursement needs of the Retirement System so that the investment portfolio can be structured in such a manner as to provide sufficient liquidity to pay obligations as they come due. To this end the Investment Managers should, to the extent possible, attempt to match investment maturities with known cash needs and anticipated cash-flow requirements.
- G. The Board shall timely comply with the reporting requirement of Section 112.662 by filing a comprehensive report by December 15 of each odd-numbered year. [112.662(4)]. Investment managers and the Board's Investment Consultant shall assist in the preparation of required reports and shall annually confirm to the Board their compliance with Chapter 2023-28.

VI. COMPLIANCE

- A. It is the direction of the Board that the Retirement System assets are held by a third-party custodian, and that all securities purchased by, and all collateral obtained by the Retirement System shall be properly designated as Retirement System assets. No withdrawal of assets, in whole or in part, shall be made from safekeeping except by an authorized member of the Board or their designee. Securities transactions between a broker-dealer and the custodian involving purchase or sale of securities by transfer of money or securities must be made on a "delivery vs. payment" basis to ensure that the custodian will have the security or money in hand at conclusion of the transaction.
- B. The investment policy shall require all approved institutions and dealers transacting repurchase agreements to execute and perform as stated in the Master Repurchase Agreement. All repurchase agreement transactions shall adhere to the requirements of the Master Repurchase Agreement.
- C. At the direction of the Board operations of the Retirement System shall be reviewed by independent certified public accountants as part of any financial audit periodically required. Compliance with the Board's internal controls shall be verified. These controls have been designed to prevent losses of assets that might arise from fraud, error, or misrepresentation by third parties or imprudent actions by the Board or employees of the Retirement System sponsor, to the extent possible.
- D. The Board acknowledges the importance of continuing education for the Trustees. Education will be provided on an on-going basis by the Fund's actuary, attorney, custodian, investment manager(s), consultant, and administrator. In addition, the Trustees are encouraged to attend educational conferences in connection with their duties and responsibilities.
- E. With each actuarial valuation, the Board shall determine the total expected annual rate of return for the current year, for each of the next several years and for the long term thereafter. This determination shall be filed promptly with the Department of Management Services, the Retirement System's sponsor, and the consulting actuary.
- F. The proxy votes must be exercised for the exclusive benefit of the participants of the Retirement System. Each Investment Manager shall provide the Board with a copy of their proxy voting policy for approval. On a regular basis, at least annually, each manager shall report a record of their proxy vote.
- G. The Investment Consultant will provide Investment Managers for consideration based solely on pecuniary factors as defined by Florida Statutes §112.662.
- H. If a Request for Proposals document is issued for Investment Manager services, the solicitation document must include the following: The Board of Trustees may not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor. Additionally, the Board of Trustees may not give preference to a vendor based on vendor's social, political, or ideological interests.

VII. CRITERIA FOR INVESTMENT MANAGER REVIEW

The Board wishes to adopt standards by which judgments of the ongoing performance of a portfolio manager may be made.

- Four (4) consecutive quarters of relative under-performance verses the benchmark index.
- Three (3) year trailing return below the top 50th percentile within the appropriate peer group and under performance verses the benchmark index.
- Five (5) year trailing return below the top 50th percentile and under performance verses the benchmark index.
- Three (3) year downside volatility greater than the index (greater than 100), as measured by down market capture ratio.
- Five (5) year downside volatility greater than the index (greater than 100), as measured by down market capture ratio.
- Style consistency or purity drift from the mandate.
- Management turnover in portfolio team or senior management.
- Investment process change, including varying the index or benchmark.
- Failure to adhere to the IPS or other compliance issues.
- Investigation of the firm by the Securities and Exchange Commission (SEC).
- Significant asset flows into or out of the company.
- Merger or sale of firm.
- Fee increases outside of the competitive range.
- Servicing issues – key personnel stop servicing the account without proper notification.
- Failure to attain a 60% vote of confidence by the Board.

Nothing in this section shall limit or diminish the Board's right to terminate the manager at any time for any reason.

VIII. APPLICABLE TOWN ORDINANCES

If at any time this document is found to conflict with the Town Ordinances or applicable Florida Statutes, the Ordinances and Statutes shall prevail.

IX. REVIEW AND AMENDMENTS

It is the Board's intention to review this document at least annually subsequent to the actuarial report and to amend this statement to reflect any changes in philosophy, objectives, or guidelines. In this regard, the Investment Manager's interest in consistency in these matters is recognized and will be taken into account when changes are being considered. If, at any time, the Investment Manager feels that the specific objectives defined herein cannot be met, or the guidelines constrict performance, the Board should be notified in writing. By initialing and

continuing acceptance of this Investment Policy Statement, the Investment Managers concur with the provisions of this document. By signing this document, the Chairman attests that this policy has been recommended by the Investment Consultant, reviewed by the Retirement System's legal counsel for compliance with applicable law, and approved by the Board of Trustees.

X. FILING OF THE INVESTMENT POLICY

Upon adoption by the Board, the investment policy shall be promptly filed with the Florida Department of Management Services, the Town, and the Retirement System's actuary. The effective date of the Investment Policy shall be 31 days following the filing date with the Town.

For the Town of Palm Beach Retirement System
Daniel Stanton, Chairman

Date

Approved as to form and legal sufficiency:

Janice Rustin
Counsel to the Board of Trustees

Date

TOWN OF PALM BEACH OPEB TRUST

INVESTMENT POLICY STATEMENT

I. PURPOSE OF INVESTMENT POLICY STATEMENT

The OPEB TRUST Board of Trustees (“Board”) maintains that an important determinant of future investment returns is the expression and periodic review of the Town of Palm Beach OPEB System (“the OPEB System”) investment objectives. To that end, the Board has adopted this statement of Investment Policy and directs that it applies to all assets under their control.

In fulfilling their fiduciary responsibility, the Board recognizes that the OPEB system is an essential vehicle for providing income benefits to retired participants or their beneficiaries. The Board also recognizes that the obligations of the OPEB System are long-term and that investment policy should be made with a view toward performance and return over a number of years. The general investment objective is to obtain a reasonable total rate of return - defined as interest and dividend income plus realized and unrealized capital gains or losses - commensurate with the Prudent Investor Rule and any other applicable ordinances and statutes.

Reasonable consistency of return and protection of assets against the inroads of inflation are paramount. However, interest rate fluctuations and volatility of securities markets make it necessary to judge results within the context of several years rather than over short periods of five years or less.

The Board will employ investment professionals to oversee and invest the assets of the OPEB System. Within the parameters allowed in this document and their agreements with the Board, the investment management professionals shall have investment discretion over their mandates, including security selection, sector weightings and investment style.

The Board, in performing their investment duties, shall comply with the fiduciary standards set forth in Employee Retirement Income Security Act of 1974 (ERISA) at 29 U.S.C. s. 1104(a) (1) (A) – (C). In case of conflict with other provisions of law authorizing investments, the investment and fiduciary standards set forth in this section shall prevail.

II. TARGET ALLOCATIONS

In order to provide for a diversified portfolio, the Board has engaged investment professional(s) to manage and administer the fund. The investment manager(s) are responsible for the assets and allocation of their mandate only and may be provided an addendum to this policy with their specific performance objectives and investment criteria.

The Board has established the following asset allocation targets for the total fund:

Asset Class	Target	Range	Benchmark Index
Domestic Equity	40%	35% - 45%	Russell 3000
International Equity	10%	5% - 15%	MSCI-ACWI ex US (net)
<i>Total Equity</i>	50%	40% - 55%	
Broad Market Fixed Income	25%	10% - 40%	BB-Int. Aggregate
Non-Core Fixed Income ¹	5%	0% - 10%	Strategy Index ²
<i>Total Fixed Income</i>	30%	20% - 55%	
Real Estate Core / Plus ¹	10%	0% - 15%	NFI-ODCE Fund Index (EW)
Direct Lending – Middle Mkt. Debt. Pvt. Equity ¹	3%	0% - 10%	Strategy Index ²
Global Macro Allocation ¹	5%	0% - 15%	Strategy Index ²
Alternative Investment	0%	0% -10%	Strategy Index ²
<i>Total Non-Traditional Assets</i>	18%	0% - 30%	
<i>Total Liquid Reserves</i>	2%	0% - 20%	BB-90 Day T-Bill

Note: Allocation to Pvt. Equity and Real Estate shall be based on invested capital.

1. ¹Benchmark and allocation targets to these asset classes will default to “core fixed income” if these classes are not funded

2. The “strategy index” for alternative assets is defined as the most appropriate index, combination of indices, or absolute return target for the investment(s) in question. The strategy index will be determined at the time of engagement based on the specific investment’s long-term objective, prospectus, and/or governing documents and reflected in performance evaluation reports.

The Board of Trustees, with assistance from the Consultant, will monitor the aggregate asset allocation of the portfolio, and will rebalance to the target asset allocation based on market conditions. If at the end of any calendar quarter, the allocation of an asset class falls outside of its allowable range, barring extenuating circumstances such as pending cash flows or allocation levels viewed as temporary, the asset allocation will be rebalanced into the allowable range. To the extent possible, contributions and withdrawals from the portfolio will be executed proportionally based on the most current market values available. The Board does not intend to exercise short-term changes to the target allocation.

The Office of the Town Finance Director is authorized to move funds as required within the existing investment structure and its established investments as required for the maintenance of the target allocation, and for the management of OPEB System Cash Flow.

III. INVESTMENT PERFORMANCE OBJECTIVES

The following performance measures will be used as objective criteria for evaluating the effectiveness of the Investment Managers.

A. Total Portfolio Performance

1. On an absolute basis, the objective is that the return of the total portfolio will equal or exceed the actuarial earnings assumption as established by the Board.
2. The performance of the total portfolio will be measured for rolling three and five year periods. The Target Index for the OPEB System is defined in the TARGET ASSET ALLOCATION table included within this policy.
3. On a relative basis, it is expected that the total portfolio performance will rank in the top 50th percentile of the appropriate peer universe over three and five-year time periods.

B. Equity Performance

The combined equity portion of the portfolio, defined as common stocks and convertible bonds, is expected to perform at a rate at least equal to the respective indices indicated in the target allocation table. Individual components of the equity portfolio will be compared to the specific benchmarks defined in each Investment Manager addendum. All portfolios are expected to rank in the top 50th percentile of the appropriate peer universe over three and five-year time periods.

C. Broad Market and Non-Core Fixed Income Performance

The overall objective of the fixed income portion of the portfolio is to add stability and liquidity to the total portfolio. The fixed income portion of the portfolio is expected to perform at a rate at least equal to the respective indices indicated in the target allocation table. Individual components of the bond portfolio will be compared to the specific benchmarks defined in each Investment Manager addendum. All portfolios are expected to rank in the top 50th percentile of the appropriate peer universe over three and five-year time periods.

D. Real Estate Performance

The overall objective of the real estate portion of the portfolio, if utilized, is to add diversification and another stable income stream to the total fund. The real estate portion of the total fund, defined as core, open ended private real estate, is expected to perform at a rate at least equal to the NFI-ODCE Fund Index (EW) and rank in the top 50th percentile of the appropriate peer universe over 5-year time periods.

E. Alternative and Other Non-Traditional Asset Performance

The overall objective of the alternative and/or "other asset" portion of the portfolio, if utilized, is to reduce the overall volatility of the portfolio and enhance returns. This portion of the fund will be benchmarked as outlined in the manager addendum.

IV. INVESTMENT GUIDELINES

A. Authorized Investments

Pursuant to the investment powers of the Board of Trustees as set forth in the Florida Statutes and local ordinances, the Board of Trustees sets forth the following investment guidelines and limitations.:

1. Equities (direct investment):
 - a. Must be traded on a national exchange or electronic network; and
 - b. Not more than five percent (5%) of the OPEB System's assets, at the time of purchase, shall be invested in the common stock, capital stock or convertible stock of any one issuing company, nor shall the aggregate investment in any one issuing company exceed 5% of the outstanding capital stock of the company; and
 - c. Additional criteria may be outlined in the manager's addendum.
2. Fixed Income (direct investment):
 - a. All directly held fixed income investments shall have a rating of in the Top Four ratings classifications as reported by a major credit rating service;
 - b. The value of bonds issued by any single corporation shall not exceed 5% of the total fund;
 - c. Additional criteria may be outlined in the manager's addendum.
3. Money Market:
 - a. The money market fund or STIF options provided by the OPEB System's custodian;
 - b. Have a minimum rating of Standard & Poor's A1 or Moody's P1.
4. Pooled Funds:

Investments made by the Board may include pooled funds. For purposes of this policy pooled funds may include, but are not limited to, mutual funds, commingled funds, exchange-traded funds, limited partnerships and private equity. The asset classification of the fund will be based upon its investment objective and may be interpreted consistent with the Florida Department of Management Services Division of Retirement. Pooled funds may be governed by separate documents which may include investments not expressly permitted in this Investment Policy Statement. In the event of investment by the OPEB System into a pooled fund, the Board will adopt the prospectus or governing policy of that fund as the stated addendum to this Investment Policy Statement.

B. Trading Parameters

When feasible and appropriate, all securities shall be competitively bid. Except as otherwise required by law, the most economically advantageous bid shall be selected. Commissions paid for purchase of securities must meet the prevailing best-execution rates. The responsibility of monitoring best price and execution of trades placed by each manager on behalf of the OPEB System will be governed by the Portfolio Management Agreement between the OPEB System and the Investment Managers.

C. Limitations

1. Investments in corporate common stock and convertible bonds shall not exceed fifty-five percent (55%) of the OPEB System assets at market.
2. Foreign securities shall not exceed thirty percent (30%) of OPEB System's market value.
3. All directly held equity and fixed income securities must be readily marketable. Commingled funds must be independently appraised at least annually.

D. Absolute Restrictions

No investments shall be permitted in;

1. Any investment not specifically allowed as part of this policy.
2. Illiquid investments in excess of limitations as described in Chapter 215.47, Florida Statutes (15); 2019..
3. Direct investment in 'Scrutinized Companies' identified in the periodic publication by the State Board of Administration ("SBA list", updated on their website www.sbafla.com/fsb/), is prohibited. Securities identified after January 1, 2010, must be divested within twelve (12) months of the company's initial appearance on the list. However, if divestiture of business activities is accomplished and the company is subsequently removed from the SBA list, the manager can continue to hold that security. Indirect investment in 'Scrutinized Companies' (through pooled funds) are governed by the provisions of Section V. (G) below.
4. The Board hereby adopts the provisions of Florida Statutes §215.4725 as regulating their investments. Direct investment in "Entities that Boycott Israel" identified in the periodic publication by the State Board of Administration, in conjunction with the Department of Management Services, is prohibited. Securities identified on the list must be divested within twelve (12) months of the company's initial appearance on the list. However, if divestiture of business activities is accomplished and the company is subsequently removed from the list, the manager can continue to hold that security.

V. COMMUNICATIONS

- A. On a monthly basis, the custodian shall supply an accounting statement that will include a summary of all receipts and disbursements and the cost and the market value of all assets.
- B. On a quarterly basis, the Investment Managers shall provide a written report affirming compliance with the security restrictions of Section IV (as well as any provisions outlined in the Investment Manager's addendum). In addition, the Investment Managers shall deliver a report each quarter detailing the OPEB System's performance, forecast of the market and economy, portfolio analysis and current assets of the OPEB System. Written reports shall be delivered to the Board within 30 days of the end of the quarter. A copy of the written

report shall be submitted to the person designated by the Town, and shall be available for public inspection. The Investment Managers will provide immediate written and telephone notice to the Board of any significant market related or non-market related event, specifically including, but not limited to, any deviation from the standards set forth in Section IV or their Investment Manager addendum.

- C. If the Fund owns investments, that complied with section IV at the time of purchase, which subsequently exceed the applicable limit or do not satisfy the applicable investment standard, such excess or noncompliant investments may be continued until it is economically feasible to dispose of such investment in accordance with the prudent man standard of care, but no additional investment may be made unless authorized by law or ordinance. An action OPEB System outlining the investment 'hold or sell' strategy shall be provided to the Board immediately.
- D. The Investment Consultant shall evaluate and report on a quarterly basis the rate of return net of investment fees and relative performance of the OPEB System.
- E. The Board will meet periodically to review the Investment Consultant performance report. The Board will meet with the investment manager and appropriate outside consultants to discuss performance results, economic outlook, investment strategy and tactics and other pertinent matters affecting the OPEB System on a periodic basis.
- F. At least annually, the Board shall provide the Investment Managers with projected disbursement needs of the OPEB System so that the investment portfolio can be structured in such a manner as to provide sufficient liquidity to pay obligations as they come due. To this end the Investment Managers should, to the extent possible, attempt to match investment maturities with known cash needs and anticipated cash-flow requirements.
- G. The Investment Consultant, on behalf of the Retirement System, shall send a letter to any pooled fund referring the investment manager to the listing of 'Scrutinized Companies' by the State Board of Administration ('SBA list'), on their website www.sbafla.com/fsb/. This letter shall request that they consider removing such companies from the fund or create a similar actively managed fund having indirect holdings devoid of such companies. If the manager creates a similar fund, the Retirement System shall replace all applicable investments with investments in the similar fund in an expedited timeframe consistent with prudent investing standards. For the purposes of this section, a private equity fund is deemed to be an actively managed investment fund. However, after sending the required correspondence, the Retirement System is not required to sell the pooled fund.

VI. COMPLIANCE

- A. It is the direction of the Board that the OPEB System assets are held by a third party custodian, and that all securities purchased by, and all collateral obtained by the OPEB System shall be properly designated as OPEB System assets. No withdrawal of assets, in whole or in part, shall be made from safekeeping except by an authorized member of the Board or their designee. Securities transactions between a broker-dealer and the custodian involving purchase or sale of securities by transfer of money or securities must be made on a

"delivery vs. payment" basis to insure that the custodian will have the security or money in hand at conclusion of the transaction.

- B. The investment policy shall require all approved institutions and dealers transacting repurchase agreements to execute and perform as stated in the Master Repurchase Agreement. All repurchase agreement transactions shall adhere to the requirements of the Master Repurchase Agreement.
- C. At the direction of the Board operations of the OPEB System shall be reviewed by independent certified public accountants as part of any financial audit periodically required. Compliance with the Board's internal controls shall be verified. These controls have been designed to prevent losses of assets that might arise from fraud, error, or misrepresentation by third parties or imprudent actions by the Board or employees of the OPEB System sponsor, to the extent possible.
- D. The Board acknowledges the importance of continuing education for the Trustees. Education will be provided on an on-going basis by the Fund's actuary, attorney, custodian, investment manager(s), consultant and administrator. In addition, the Trustees are encouraged to attend educational conferences in connection with their duties and responsibilities. Each trustee is encouraged to attend a minimum of one conference or seminar per year. Additional conferences or seminars are also encouraged.
- E. With each actuarial valuation, the Board shall determine the total expected annual rate of return for the current year, for each of the next several years and for the long term thereafter. This determination shall be filed promptly with the appropriate State Agency as so required, the OPEB System's sponsor and the consulting actuary.
- F. The proxy votes must be exercised for the exclusive benefit of the participants of the OPEB System. Each Investment Manager shall provide the Board with a copy of their proxy voting policy for approval. On a regular basis, at least annually, each manager shall report a record of their proxy vote.

VII. CRITERIA FOR INVESTMENT MANAGER REVIEW

The Board wishes to adopt standards by which judgments of the ongoing performance of a portfolio manager may be made. If, at any time, any three of the following is breached, the portfolio manager may be warned of the Board's serious concern for the OPEB System's continued safety and performance. If any five of these are violated the consultant may recommend a manager search for that mandate.

- Four (4) consecutive quarters of relative under-performance verses the benchmark index.
- Three (3) year trailing return below the top 50th percentile within the appropriate peer group and under performance verses the benchmark index.
- Five (5) year trailing return below the top 50th percentile and under performance verses the benchmark index.
- Three (3) year downside volatility greater than the index (greater than 100), as measured by down market capture ratio.

- Five (5) year downside volatility greater than the index (greater than 100), as measured by down market capture ratio.
- Style consistency or purity drift from the mandate.
- Management turnover in portfolio team or senior management.
- Investment process change, including varying the index or benchmark.
- Failure to adhere to the IPS or other compliance issues.
- Investigation of the firm by the Securities and Exchange Commission (SEC).
- Significant asset flows into or out of the company.
- Merger or sale of firm.
- Fee increases outside of the competitive range.
- Servicing issues – key personnel stop servicing the account without proper notification.
- Failure to attain a 60% vote of confidence by the Board.

Nothing in this section shall limit or diminish the Board's right to terminate the manager at any time for any reason.

VIII. APPLICABLE TOWN ORDINANCES

If at any time this document is found to be in conflict with the Town Ordinances or applicable Florida Statutes such as F.S. 215.47(1) (8), (10) and (16), and 215.473(e), the Ordinances and Statutes shall prevail.

IX. REVIEW AND AMENDMENTS

It is the Board's intention to review this document periodically (no less than every 3 years) and to amend this statement to reflect any changes in philosophy, objectives, or guidelines. In this regard, the Investment Manager's interest in consistency in these matters is recognized and will be taken into account when changes are being considered. If, at any time, the Investment Manager feels that the specific objectives defined herein cannot be met, or the guidelines constrict performance, the Board should be notified in writing. By initialing and continuing acceptance of this Investment Policy Statement, the Investment Managers concur with the provisions of this document. By signing this document, the Chairman attests that this policy has been recommended by the Investment Consultant, reviewed by the OPEB System's legal counsel for compliance with applicable law, and approved by the Board of Trustees.

X. FILING OF THE INVESTMENT POLICY

Upon adoption by the Board, the investment policy shall be promptly filed with the Town, and the OPEB System's actuary.

Approved as to form and legal sufficiency:

Date

Exhibit C

**Investment Policy for
Surplus Funds
Town of Palm Beach, Florida**



Dated: January 13, 2026

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Investment Policy for Surplus Funds of the Town of Palm Beach

I. PURPOSE

The purpose of this Investment Policy for Surplus Funds (hereinafter “Policy”) is to set forth the investment objectives and parameters for the management of the funds of the Town of Palm Beach, (hereinafter “Town”). This Policy is designed to ensure the prudent management of public funds, the availability of operating and capital funds when needed, and an investment return competitive with comparable funds and financial market indices.

II. SCOPE

In accordance with Section 218.415, Florida Statutes, this Policy applies to all cash and investments held or controlled by the Town and shall be identified as “general operating funds” of the Town with the exception of the Town’s Pension Funds and funds related to the issuance of debt where there are other existing policies or indentures in effect for such funds. Additionally, any future revenues, which have statutory investment requirements conflicting with this Policy and funds held by state agencies (e.g., Department of Revenue), are not subject to the provisions of this Policy.

III. INVESTMENT OBJECTIVES

Safety of Principal

The foremost objective of this investment program is the safety of the principal of those funds within the portfolios. Investment transactions shall seek to keep capital losses at a minimum, whether they are from securities defaults or erosion of market value. To attain this objective, diversification is required in order that potential losses on individual securities do not exceed the income generated from the remainder of the portfolio.

Maintenance of Liquidity

The portfolios shall be managed in such a manner that funds are available to meet reasonably anticipated cash flow requirements in an orderly manner. Periodically cash flow analyses will be completed in order to ensure that the portfolios are positioned to provide sufficient liquidity.

Return on Investment

The portfolios shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the investment risk constraints and liquidity needs. Return on investment is of least importance compared to the safety and liquidity objectives described above. However, return is attempted through active management where the Investment Advisor utilizes a total return strategy (which includes both realized and unrealized gains and losses in the portfolio). This total return strategy seeks to increase the value of the portfolio through reinvestment of income and capital gains. The core of investments is limited to relatively low risk securities in anticipation of earning a fair return relative to the risk being assumed. Despite this, an Investment Advisor may trade to recognize a loss from time to time to achieve a perceived relative value based on its potential to enhance the total return of the portfolio.

IV. INVESTMENT DECISIONS

The Town and its Investment Manager shall comply with the applicable requirements of Chapter 2023-28, Laws of Florida, including Section 218.415(24), Florida Statutes. Accordingly, the Town, its Investment Manager, and other named fiduciaries shall make decisions based solely on pecuniary factors and shall not subordinate the interest of the people of this state to other objectives, including sacrificing investment return or undertaking additional investment risk to promote any nonpecuniary factor. The weight given to any pecuniary factor must appropriately reflect a prudent assessment of its impact on risk or returns. [F.S. 218.415(24)(b)].

The term “pecuniary factor” is defined as a factor that the Town and/or its Investment Manager “prudently determines is expected to have a material effect on the risk or returns of an investment based on appropriate investment horizons consistent with applicable investment objectives and funding policy. The term does not include the consideration of the furtherance of any social, political, or ideological interests.” [F.S. 218.415(24)(a)].

Illiquid investments, as described in Chapter 215.47, Florida Statutes.

The Board hereby adopts the provisions of Florida Statutes §215.4725 as regulating their investments. Direct investment in “Entities that Boycott Israel” identified in the periodic publication by the State Board of Administration, in conjunction with the Department of Management Services, is prohibited. Securities identified on the list must be divested within twelve (12) months of the company’s initial appearance on the list. However, if divestiture of business activities is accomplished and the company is subsequently removed from the list, the manager can continue to hold that security.

V. DELEGATION OF AUTHORITY

Responsibility for management of the investment program is hereby delegated to the Deputy Town Manager, under the direction of the Town Manager. No investment activity shall take place except as provided under the terms of this Policy. The Town may appoint an outside investment manager as “Agent” for the Town’s cash reserves. Such Investment Manager must be registered under the Investment Advisers Act of 1940. The “Agent” for the Town shall have discretion over the purchase and sale of securities within this investment Policy.

Positions authorized as investment signatories are the Town Manager and the Deputy Town Manager. If either of these individuals is unavailable, the Deputy Town Manager may authorize investment transactions in the place and stead of the Town Manager and the Assistant Deputy Town Manager may authorize investment transactions in the place and stead of the Deputy Town Manager.

In all cases, every investment transaction requires two authorizing signatures. However, the Town Manager and Deputy Town Manager are not authorized to countersign each other’s signature. Nor are the Deputy Town Manager and Assistant Deputy Town Manager authorized to countersign each other’s signature.

The Deputy Town Manager shall maintain an Investment Procedures and Internal Controls Manual based on this Policy. The Deputy Town Manager shall be responsible for monitoring internal controls, administrative controls and to regulate the activities of the Town’s staff involved with the investment program.

VI. STANDARDS OF PRUDENCE

The standard of prudence to be used by investment officials shall be the “Prudent Person” standard and shall be applied in the context of managing the overall investment program. Investment officers acting in accordance with written procedures and this investment Policy and exercising due diligence shall be relieved of personal responsibility for an individual security’s credit risk or market price changes, provided deviations from expectation are reported to the Town Council in a timely fashion and the liquidity and the sale of securities are carried out in accordance with the terms of this Policy. The “Prudent Person” rule states the following:

Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived from the investment.

While the standard of prudence to be used by investment officials who are officers or employees is the “Prudent Person” standard, any person or firm hired or retained to invest, monitor, or advise concerning these assets shall be held to the higher standard of “Prudent Expert”. The standard shall be that in investing and reinvesting moneys and in acquiring, retaining, managing, and disposing of investments of these funds, the contractor shall exercise: the judgment, care, skill, prudence, and diligence under the circumstances then prevailing, which persons of prudence, discretion, and intelligence, acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of like character and with like aims by diversifying the investments of the funds, so as to minimize the risk, considering the probable income as well as the probable safety of their capital.

VII. ETHICS AND CONFLICTS OF INTEREST

Employees involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions. Also, employees involved in the investment process shall disclose to the Investment Committee any material financial interests in financial institutions that conduct business with the Town, and they shall further disclose any material personal financial/investment positions that could be related to the performance of the Town’s investment program.

VIII. INTERNAL CONTROLS AND INVESTMENT PROCEDURES

The Deputy Town Manager shall establish a system of internal controls and operational procedures that are in writing and made a part of the Town’s operational procedures. The internal controls should be designed to prevent losses of funds, which might arise from fraud, employee error, and misrepresentation by third parties, or imprudent actions by employees. The written procedures should include reference to safekeeping, repurchase agreements, separation of transaction authority from accounting and record keeping, wire transfer agreements, banking service contracts, collateral/depository agreements, and “delivery vs. payment” procedures. No person may engage in an investment transaction except as authorized under the terms of this Policy. These procedures are intended to reduce the relatively low risk that material losses may occur and not be detected within a timely period by employees in the normal course of performing their assigned functions.

Independent auditors as a normal part of the annual financial audit to the Town shall conduct a review of the system of internal controls to ensure compliance with policies and procedures.

IX. CONTINUING EDUCATION

The Deputy Town Manager and Assistant Deputy Town Manager and/or appropriate staff shall annually complete 8 hours of continuing education in subjects or courses of study related to investment practices and products.

X. AUTHORIZED INVESTMENT INSTITUTIONS AND DEALERS

Authorized Town staff shall only purchase securities from financial institutions, which are Qualified Institutions by the Town or institutions designated as “Primary Dealers” by the Federal Reserve Bank of New York. Authorized Town staff and Investment Advisors shall only enter into repurchase agreements with financial institutions that are Qualified Institutions and Primary Dealers as designated by the Federal Reserve Bank of New York.

The Town’s Investment Advisor(s) shall utilize and maintain its own list of approved primary and non-primary securities dealers.

The Deputy Town Manager and/or management designee shall maintain a list of financial institutions and broker/dealers that are approved for investment purposes and only firms meeting the following requirements will be eligible to serve as Qualified Institutions:

- 1) regional dealers that qualify under Securities and Exchange Commission Rule 15C3-1 (uniform net capital rule);
- 2) Capital of no less than \$10,000,000;
- 3) registered as a dealer under the Securities Exchange Act of 1934;
- 4) member of the Financial Industry Regulatory Authority (FINRA);
- 5) registered to sell securities in Florida; and
- 6) the firm and assigned broker have been engaged in the business of effecting transactions in U.S. government and agency obligations for at least five (5) consecutive years.
- 7) Qualified Public Depository as defined by the Florida Security for Public Deposits Act, Chapter 280, Florida Statutes

The Town’s Investment Advisor(s) shall utilize and maintain its own list of approved primary and non-primary securities dealers.

All brokers, dealers and other financial institutions deemed to be Qualified Institutions shall be provided with current copies of the Town’s Investment Policy. A current audited financial statement is required to be on file for each financial institution and broker/dealer with which the Town transacts business.

XI. MATURITY AND LIQUIDITY REQUIREMENTS

Operating Funds

To the extent possible, an attempt will be made to match investment maturities with known cash needs and anticipated cash flow requirements. Investments of current operating funds shall have maturities of no longer than twelve (12) months.

Core Funds

Investments of reserves, project funds, debt proceeds and other non-operating funds ("core funds") shall have a term appropriate to the need for funds and in accordance with debt covenants, but in no event shall exceed five and a half (5.5) years and the average duration of the funds as a whole may not exceed three (3) years.

The maturities of the underlying securities of a repurchase agreement will follow the requirements of the Securities Industry and Financial Markets Association (SIFMA) Master Repurchase Agreement.

XII. RISK AND DIVERSIFICATION

Assets held shall be diversified to control risks resulting from over concentration of assets in a specific maturity, issuer, instruments, dealer, or bank through which these instruments are bought and sold. The Chief Financial Officer shall determine diversification strategies within the established guidelines.

XIII. MASTER REPURCHASE AGREEMENT

The Chief Financial Officer will require all approved institutions and dealers transacting repurchase agreements to execute and perform as stated in the SIFMA Master Repurchase Agreement. All repurchase agreement transactions will adhere to requirements of the SIFMA Master Repurchase Agreement.

XIV. COMPETITIVE SELECTION OF INVESTMENT INSTRUMENTS

After the Deputy Town Manager, management designee or the Investment Advisor has determined the approximate maturity date based on cash flow needs and market conditions and has analyzed and selected one or more optimal types of investments, a minimum of three (3) Qualified Institutions and/or Primary Dealers must be contacted and asked to provide bids/offers on securities in questions. Bids will be held in confidence until the bid deemed to best meet the investment objectives is determined and selected.

However, if obtaining bids/offers are not feasible and appropriate, securities may be purchased utilizing the comparison to current market price method on an exception basis. Acceptable current market price providers include, but are not limited to:

- A. Tradeweb
- B. Bloomberg Information Systems
- C. Wall Street Journal or a comparable nationally recognized financial publication providing daily market pricing
- D. Daily market pricing provided by the Town's custodian or their correspondent institutions

The Deputy Town Manager or the Investment Advisor shall utilize the competitive bid process to select the securities to be purchased or sold. Selection by comparison to a current market price, as indicated above, shall only be utilized when, in judgment of the Deputy Town Manager or the Investment Advisor, competitive bidding would inhibit the selection process.

Examples of when this method may be used include:

- A. When time constraints due to unusual circumstances preclude the use of the competitive bidding process
- B. When no active market exists for the issue being traded due to the age or depth of the issue
- C. When a security is unique to a single dealer, for example, a private placement
- D. When the transaction involves new issues or issues in the “when issued” market

Overnight sweep investments or repurchase agreements will not be bid, but may be placed with the Town’s depository bank relating to the demand account for which the sweep investments or repurchase agreement was purchased.

XV. AUTHORIZED INVESTMENTS AND PORTFOLIO COMPOSITION

Investments should be made subject to the cash flow needs and such cash flows are subject to revisions as market conditions and the Town’s needs change. However, when the invested funds are needed in whole or in part for the purpose originally intended or for more optimal investments, the Deputy Town Manager or management designee may sell the investment at the then-prevailing market price and place the proceeds into the proper account at the Town’s custodian.

The following are the investment requirements and allocation limits on security types, issuers, and maturities as established by the Town. The Deputy Town Manager or management designee shall have the option to further restrict investment percentages from time to time based on market conditions, risk and diversification investment strategies. The percentage allocations requirements for investment types and issuers are calculated based on the original cost of each investment at the time of purchase. Investments not listed in this Policy are prohibited.

The allocation limits and security types do not apply to the investment of debt proceeds. These investments shall be governed by the debt covenant included in the debt instrument.

Permitted Investments

Sector	Sector Maximum (%)	Per Issuer Maximum (%)	Minimum Ratings Requirement ¹	Maximum Maturity
U.S. Treasury	100%	100%	N/A	5.50 Years (5.50 Years avg. life ⁴ for GNMA)
GNMA		40%		
Other U.S. Government Guaranteed (e.g. AID, GTC)		10%		
Federal Agency/GSE: FNMA, FHLMC, FHLB, FFCB*	75%	40% ³	N/A	5.50 Years
Federal Agency/GSE other than those above		10%		
Supranationals where U.S. is a shareholder and voting member	25%	10%	Highest ST or Highest LT Rating Categories (A-1/P-1, AAA/Aaa, or equivalent)	5.50 Years
Corporates	50% ²	5%	Highest ST or Three Highest LT Rating Categories (A-1/P-1, A-/A3 or equivalent)	5.50 Years
		15% Industry Limit		

Sector	Sector Maximum (%)	Per Issuer Maximum (%)	Minimum Ratings Requirement ¹	Maximum Maturity
Municipals	25%	5%	Highest ST or Three Highest LT Rating Categories (SP-1/MIG 1, A-/A3, or equivalent)	5.50 Years
Agency Mortgage-Backed Securities (MBS)	25%	40% ³	N/A	5.50 Years Avg. Life ⁴
Asset-Backed Securities (ABS)	25%	5%	Highest ST or LT Rating (A-1+/P-1, AAA/Aaa, or equivalent)	5.50 Years Avg. Life ⁴
Non-Negotiable Interest Bearing Time Certificates of Deposit	50%	None, if fully collateralized	None, if fully collateralized.	5 Years
Commercial Paper (CP)	50% ²	5%	Highest ST Rating Category (A-1/P-1, or equivalent)	270 Days
		15% Industry Limit		
Bankers' Acceptances (BAs)	10% ²	5%	Highest ST Rating Category (A-1/P-1, or equivalent)	180 Days
Repurchase Agreements (Repo or RP)	40%	20%	Counterparty (or if the counterparty is not rated by an NRSRO, then the counterparty's parent) must be rated in the Highest ST Rating Category (A-1/P-1, or equivalent) If the counterparty is a Federal Reserve Bank, no rating is required	1 Year
Money Market Funds (MMFs)	50%	25%	Highest Fund Rating by all NRSROs who rate the fund (AAAm/Aaa-mf, or equivalent)	N/A
Intergovernmental Pools (LGIPs)	50%	50%	Highest Fund Quality and Volatility Rating Categories by all NRSROs who rate the LGIP, (AAAm/AAAf, S1, or equivalent)	N/A

Notes:

¹ Rating by at least one SEC-registered Nationally Recognized Statistical Rating Organization ("NRSRO"), unless otherwise noted. ST=Short-term; LT=Long-term.

² Maximum allocation to all corporate and bank credit instruments is 50% combined. The maximum amount to be held in the portfolio of any one industry will not exceed 15%.

³ Maximum exposure to any one Federal agency, including the combined holdings of Agency debt and Agency MBS, is 40%.

⁴ The maturity limit for MBS and ABS is based on the expected average life at time of settlement, measured using Bloomberg or other industry standard methods.

* Federal National Mortgage Association (FNMA); Federal Home Loan Mortgage Corporation (FHLMC); Federal Home Loan Bank or its District banks (FHLB); Federal Farm Credit Bank (FFCB).

- 1) **U.S. Treasury & Government Guaranteed** - U.S. Treasury obligations, and obligations the principal and interest of which are backed or guaranteed by the full faith and credit of the U.S. Government.
- 2) **Federal Agency/GSE** - Debt obligations, participations or other instruments issued or fully guaranteed by any U.S. Federal agency, instrumentality or government-sponsored enterprise (GSE).
- 3) **Supranationals** – U.S. dollar denominated debt obligations of a multilateral organization of governments where U.S. is a shareholder and voting member.
- 4) **Corporates** – U.S. dollar denominated corporate notes, bonds or other debt obligations issued or guaranteed by a domestic corporation, financial institution, non-profit, or other entity.
- 5) **Municipals** – Obligations, including both taxable and tax-exempt, issued or guaranteed by any State, territory or possession of the United States, political subdivision, public corporation, authority, agency board, instrumentality or other unit of local government of any State or territory.

- 6) **Agency Mortgage Backed Securities** - Mortgage-backed securities (MBS), backed by residential, multi-family or commercial mortgages, that are issued or fully guaranteed as to principal and interest by a U.S. Federal agency or government sponsored enterprise, including but not limited to pass-throughs, collateralized mortgage obligations (CMOs) and REMICs.
- 7) **Asset-Backed Securities** - Asset-backed securities (ABS) whose underlying collateral consists of loans, leases or receivables, including but not limited to auto loans/leases, credit card receivables, student loans, equipment loans/leases, or home-equity loans.
- 8) **Non-Negotiable Interest Bearing Time Certificates of Deposit** - Non-negotiable interest bearing time certificates of deposit, or savings accounts in banks organized under the laws of this state or in national banks organized under the laws of the United States and doing business in this state, provided that any such deposits are secured by the Florida Security for Public Deposits Act, Chapter 280, Florida Statutes.
- 9) **Commercial Paper** – U.S. dollar denominated commercial paper issued or guaranteed by a domestic corporation, company, financial institution, trust or other entity, only unsecured debt permitted.
- 10) **Bankers' Acceptances** - Bankers' acceptances issued, drawn on, or guaranteed by a U.S. bank or U.S. branch of a foreign bank.
- 11) **Repurchase Agreements** - Repurchase agreements (Repo or RP) that meet the following requirements:
 - a. Must be governed by a written SIFMA Master Repurchase Agreement which specifies securities eligible for purchase and resale, and which provides the unconditional right to liquidate the underlying securities should the Counterparty default or fail to provide full timely repayment.
 - b. Counterparty must be a Federal Reserve Bank, a Primary Dealer as designated by the Federal Reserve Bank of New York, or a nationally chartered commercial bank.
 - c. Securities underlying repurchase agreements must be delivered to a third party custodian under a written custodial agreement and may be of deliverable or tri-party form. Securities must be held in the Town's custodial account or in a separate account in the name of the Town.
 - d. Acceptable underlying securities include only securities that are direct obligations of, or that are fully guaranteed by, the United States or any agency of the United States, or U.S. Agency-backed mortgage related securities.
 - e. Underlying securities must have an aggregate current market value of at least 102% (or 100% if the counterparty is a Federal Reserve Bank) of the purchase price plus current accrued price differential at the close of each business day.
 - f. Final term of the agreement must be 1 year or less.
- 12) **Money Market Funds** - Shares in open-end and no-load money market mutual funds, provided such funds are registered under the Investment Company Act of 1940 and operate in accordance with Rule 2a-7.

A thorough investigation of any money market fund is required prior to investing, and on an annual basis. Attachment B is a questionnaire that contains a list of questions, to be answered prior to investing, that cover the major aspects of any investment pool/fund. A current prospectus must be obtained.

- 13) **Local Government Investment Pools** – State, local government or privately-sponsored investment pools that are authorized pursuant to state law.

A thorough investigation of any intergovernmental investment pool is required prior to investing, and on an annual basis. Attachment B is a questionnaire that contains a list of questions, to be answered prior to investing, that cover the major aspects of any investment pool/fund. A current prospectus must be obtained.

General Investment and Portfolio Limits

1. General investment limitations:
 - a. Investments must be denominated in U.S. dollars and issued for legal sale in U.S. markets.
 - b. Minimum ratings are based on the highest rating by any one Nationally Recognized Statistical Ratings Organization (“NRSRO”), unless otherwise specified.
 - c. All limits and rating requirements apply at time of purchase.
 - d. Should a security fall below the minimum credit rating requirement for purchase, the Investment Advisor will notify the Deputy Town Manager.
 - e. The maximum maturity (or average life for MBS/ABS) of any investment is 5.50 years. Maturity and average life are measured from settlement date. The final maturity date can be based on any mandatory call, put, pre-refunding date, or other mandatory redemption date.
2. General portfolio limitations:
 - a. The maximum effective duration of the aggregate portfolio is 3 years.
3. Investment in the following are permitted, provided they meet all other policy requirements:
 - a. Callable, step-up callable, called, pre-refunded, puttable and extendable securities, as long as the effective final maturity meets the maturity limits for the sector
 - b. Variable-rate and floating-rate securities
 - c. Subordinated, secured and covered debt, if it meets the ratings requirements for the sector
 - d. Zero coupon issues and strips, excluding agency mortgage-backed Interest-only structures (I/Os)
 - e. Treasury TIPS
4. The following are **NOT PERMITTED** investments, unless specifically authorized by statute and with prior approval of the governing body:
 - a. Trading for speculation
 - b. Derivatives (other than callables and traditional floating or variable-rate instruments)
 - c. Mortgage-backed interest-only structures (I/Os)
 - d. Inverse or leveraged floating-rate and variable-rate instruments
 - e. Currency, equity, index and event-linked notes (e.g. range notes), or other structures that could return less than par at maturity
 - f. Private placements and direct loans, except as may be legally permitted by Rule 144A or commercial paper issued under a 4(2) exemption from registration
 - g. Convertible, high yield, and non-U.S. dollar denominated debt
 - h. Short sales
 - i. Use of leverage
 - j. Futures and options
 - k. Mutual funds, other than fixed-income mutual funds and ETFs, and money market funds
 - l. Equities, commodities, currencies and hard assets

XVI. DERIVATIVES AND REVERSE REPURCHASE AGREEMENTS

Investment in any derivative products or the use of reverse repurchase agreements is prohibited unless specified in Section XIV. A “derivative” is defined as a financial instrument the value of which depends on, or is derived from, the value of one or more underlying assets or indices or asset values.

XVII. PERFORMANCE MEASUREMENTS

In order to assist in the evaluation of the portfolios' performance, the Town will use performance benchmarks for short-term and long-term portfolios. The use of benchmarks will allow the Town to measure its returns against other investors in the same markets.

- A. The Operating Funds (short-term) investment portfolio shall be designed with the annual objective of exceeding the weighted average return (net book value rate of return) of the S&P Rated GIP Index All 30-Day Gross of Fees Yield.
- B. Investment performance of funds designated as core funds and other non-operating funds that have a longer-term investment horizon will be compared to the Bank of America Merrill Lynch 1-5 Year Treasury/Agency Index. Investments of bond reserves, construction funds, and other non-operating funds ("core funds") shall have a term appropriate to the need for funds and in accordance with debt covenants, but in no event shall exceed five and a half (5.5) years.
- C. In order to calculate the overall return for the Town's various portfolios, there will be a dollar weighted calculation for both the portfolio and the benchmark.

XVIII. REPORTING

On a monthly basis, the Deputy Town Manager shall generate reports for management purposes, and shall promptly submit such reports to the Town Manager. The report shall list securities in the portfolio by class or type, book value, income earned, and market value as of the report date. Current yield and total return for each pool and for the total of all reserves should be reported.

The Deputy Town Manager, management designee and/or Investment Advisor shall provide the Town Manager with a "Quarterly Investment Report" that summarizes but not limited to the following:

- A. Recent market conditions, economic developments and anticipated investment conditions.
- B. The investment strategies employed in the most recent quarter.
- C. A description of all securities held in portfolios at month-end.
- D. The total rate of return for the quarter and year-to-date versus appropriate benchmarks.
- E. Any areas of the Policy concern warranting possible revisions to current or planned investment strategies. The market values presented in these reports will be consistent with accounting guidelines in GASB Statement 31.

On an annual basis, the Town Manager designee shall submit to the Town Council a written report on all invested funds. The annual report shall provide all, but not limited to, the following: a complete list of all invested funds, name or type of security in which the funds are invested, the amount invested, the maturity date, earned income, the book value, the market value, the yield on each investment.

The annual report will show performance on both a book value and total rate of return basis and will compare the results to the above-stated performance benchmarks. All investments shall be reported at fair value per GASB Statement 31. Investment reports shall be available to the public.

XIX. THIRD-PARTY CUSTODIAL AGREEMENTS

Securities, with the exception of certificates of deposits, shall be held with a third party custodian; and all securities purchase by, and all collateral obtained by the Town should be properly designated as an asset of the Town. The securities must be held in an account separate and apart from the assets of the financial institution. A third party custodian is defined as any bank depository chartered by the Federal Government, the State of Florida, or any other state or territory of the United States which has a branch or principal place of business in the State of Florida, or by a national association organized and existing under the laws of the United States which is authorized to accept and execute trusts and which is doing business in the State of Florida. Certificates of deposits will be placed in the provider's safekeeping department for the term of the deposit.

The custodian shall accept transaction instructions only from those persons who have been duly authorized by the Town Manager and which authorization has been provided, in writing, to the custodian. No withdrawal of securities, in whole or in part, shall be made from safekeeping, shall be permitted unless by such a duly authorized person.

The custodian shall provide the Deputy Town Manager or management designee with safekeeping statements that provide detail information on the securities held by the custodian.

On a monthly basis, the custodian will also provide reports that list all securities held for the Town, the book value of holdings and the market value as of month-end.

Security transactions between a broker/dealer and the custodian involving the purchase or sale of securities by transfer of money or securities must be made on a "delivery vs. payment" basis, if applicable, to ensure that the custodian will have the security or money, as appropriate, in hand at the conclusion of the transaction. Securities held as collateral shall be held free and clear of any liens.

XX. INVESTMENT COMMITTEE

The Town has established an Investment Committee by Ordinance number 4-04. The ordinance provides for the appointments, terms, qualifications, functions, regulations and procedures regarding the activities of the committee.

XXI. INVESTMENT POLICY ADOPTION

The Investment Policy shall be adopted by Town resolution. The Deputy Town Manager, Assistant Deputy Town Manager, and the Investment Committee shall review the Policy annually and submit recommendations to the Town Manager for review and approval. If a change in the Policy is recommended for approval by the Town Manager, the Deputy Town Manager will prepare the necessary report to Council.

APPROVED AS TO LEGAL FORM AND SUFFICIENCY

TOWN ATTORNEY

Attachment A

Glossary of Cash and Investment Management Terms

Accrued Interest. Interest earned but which has not yet been paid or received.

Agency. See "Federal Agency Securities."

Ask Price. Price at which a broker/dealer offers to sell a security to an investor. Also known as "offered price."

Asset Backed Securities (ABS). A fixed-income security backed by notes or receivables against assets other than real estate. Generally issued by special purpose companies that "own" the assets and issue the ABS. Examples include securities backed by auto loans, credit card receivables, home equity loans, manufactured housing loans, farm equipment loans, and aircraft leases.

Average Life. The average length of time that an issue of serial bonds and/or term bonds with a mandatory sinking fund feature is expected to be outstanding.

Bankers' Acceptance (BA's). A draft or bill of exchange drawn upon and accepted by a bank. Frequently used to finance shipping of international goods. Used as a short-term credit instrument, bankers' acceptances are traded at a discount from face value as a money market instrument in the secondary market on the basis of the credit quality of the guaranteeing bank.

Basis Point. One hundredth of one percent, or 0.01%. Thus 1% equals 100 basis points.

Bearer Security. A security whose ownership is determined by the holder of the physical security. Typically, there is no registration on the issuer's books. Title to bearer securities is transferred by delivery of the physical security or certificate. Also known as "physical securities."

Benchmark Bills: In November 1999, FNMA introduced its Benchmark Bills program, a short-term debt securities issuance program to supplement its existing discount note program. The program includes a schedule of larger, weekly issues in three- and six-month maturities and biweekly issues in one-year for Benchmark Bills. Each issue is brought to market via a Dutch (single price) auction. FNMA conducts a weekly auction for each Benchmark Bill maturity and accepts both competitive and non-competitive bids through a web based auction system. This program is in addition to the variety of other discount note maturities, with rates posted on a daily basis, which FNMA offers. FNMA's Benchmark Bills are unsecured general obligations that are issued in book-entry form through the Federal Reserve Banks. There are no periodic payments of interest on Benchmark Bills, which are sold at a discount from the principal amount and payable at par at maturity. Issues under the Benchmark program constitute the same credit standing as other FNMA discount notes; they simply add organization and liquidity to the short-term Agency discount note market.

Benchmark Notes/Bonds: Benchmark Notes and Bonds are a series of FNMA "bullet" maturities (non-callable) issued according to a pre-announced calendar. Under its Benchmark Notes/Bonds program, 2, 3, 5, 10, and 30-year maturities are issued each quarter. Each Benchmark Notes new issue has a minimum size of \$4 billion, 30-year new issues having a minimum size of \$1 billion, with re-openings based on investor demand to further enhance liquidity. The amount of non-callable issuance has allowed FNMA to build a yield curve in Benchmark Notes and Bonds in maturities ranging from 2 to 30 years. The liquidity emanating from these large size issues has facilitated favorable financing opportunities through the development of a liquid overnight and term repo market. Issues under the Benchmark program constitute the same credit standing as other FNMA issues; they simply add organization and liquidity to the intermediate- and long-term Agency market.

Benchmark. A market index used as a comparative basis for measuring the performance of an investment portfolio. A performance benchmark should represent a close correlation to investment guidelines, risk tolerance, and duration of the actual portfolio's investments.

Bid Price. Price at which a broker/dealer offers to purchase a security from an investor.

Bond. Financial obligation for which the issuer promises to pay the bondholder (the purchaser or owner of the bond) a specified stream of future cash-flows, including periodic interest payments and a principal repayment.

Book Entry Securities. Securities that are recorded in a customer's account electronically through one of the financial markets electronic delivery and custody systems, such as the Fed Securities wire, DTC, and PTC

(as opposed to bearer or physical securities). The trend is toward a certificate-free society in order to cut down on paperwork and to diminish investors' concerns about the certificates themselves. The vast majority of securities are now book entry securities.

Book Value. The value at which a debt security is reflected on the holder's records at any point in time. Book value is also called "amortized cost" as it represents the original cost of an investment adjusted for amortization of premium or accretion of discount. Also called "carrying value." Book value can vary over time as an investment approaches maturity and differs from "market value" in that it is not affected by changes in market interest rates.

Broker/Dealer. A person or firm transacting securities business with customers. A "broker" acts as an agent between buyers and sellers, and receives a commission for these services. A "dealer" buys and sells financial assets from its own portfolio. A dealer takes risk by owning inventory of securities, whereas a broker merely matches up buyers and sellers. See also "Primary Dealer."

Bullet Notes/Bonds. Notes or bonds that have a single maturity date and are non-callable.

Call Date. Date at which a call option may be or is exercised.

Call Option. The right, but not the obligation, of an issuer of a security to redeem a security at a specified value and at a specified date or dates prior to its stated maturity date. Most fixed-income calls are a par, but can be at any previously established price. Securities issued with a call provision typically carry a higher yield than similar securities issued without a call feature. There are three primary types of call options (1) European - one-time calls, (2) Bermudan - periodically on a predetermined schedule (quarterly, semi-annual, annual), and (3) American - continuously callable at any time on or after the call date. There is usually a notice period of at least 5 business days prior to a call date.

Callable Bonds/Notes. Securities which contain an imbedded call option giving the issuer the right to redeem the securities prior to maturity at a predetermined price and time.

Certificate of Deposit (CD). Bank obligation issued by a financial institution generally offering a fixed rate of return (coupon) for a specified period of time (maturity). Can be as long as 10 years to maturity, but most CDs purchased by public agencies are one year and under.

Collateral. Investment securities or other property that a borrower pledges to secure repayment of a loan, secure deposits of public monies, or provide security for a repurchase agreement.

Collateralization. Process by which a borrower pledges securities, property, or other deposits for securing the repayment of a loan and/or security.

Collateralized Mortgage Obligation (CMO). A security that pools together mortgages and separates them into short, medium, and long-term positions (called tranches). Tranches are set up to pay different rates of interest depending upon their maturity. Interest payments are usually paid monthly. In "plain vanilla" CMOs, principal is not paid on a tranche until all shorter tranches have been paid off. This system provides interest and principal in a more predictable manner. A single pool of mortgages can be carved up into numerous tranches each with its own payment and risk characteristics.

Commercial Paper. Short term unsecured promissory note issued by a company or financial institution. Issued at a discount and matures for par or face value. Usually a maximum maturity of 270 days and given a short-term debt rating by one or more NRSROs.

Convexity. A measure of a bond's price sensitivity to changing interest rates. A high convexity indicates greater sensitivity of a bond's price to interest rate changes.

Corporate Note. A debt instrument issued by a corporation with a maturity of greater than one year and less than ten years.

Counterparty. The other party in a two party financial transaction. "Counterparty risk" refers to the risk that the other party to a transaction will fail in its related obligations. For example, the bank or broker/dealer in a repurchase agreement.

Coupon Rate. Annual rate of interest on a debt security, expressed as a percentage of the bond's face value.

Current Yield. Annual rate of return on a bond based on its price. Calculated as (coupon rate / price), but does not accurately reflect a bond's true yield level.

Custody. Safekeeping services offered by a bank, financial institution, or trust company, referred to as the "custodian." Service normally includes the holding and reporting of the customer's securities, the collection and disbursement of income, securities settlement, and market values.

Dealer. A dealer, as opposed to a broker, acts as a principal in all transactions, buying and selling for his/her own account.

Delivery Versus Payment (DVP). Settlement procedure in which securities are delivered versus payment of cash, but only after cash has been received. Most security transactions, including those through the Fed Securities Wire system and DTC, are done DVP as a protection for both the buyer and seller of securities.

Depository Trust Company (DTC). A firm through which members can use a computer to arrange for securities to be delivered to other members without physical delivery of certificates. A member of the Federal Reserve System and owned mostly by the New York Stock Exchange, the Depository Trust Company uses computerized debit and credit entries. Most corporate securities, commercial paper, CDs, and BAs clear through DTC.

Derivatives. (1) Financial instruments whose return profile is linked to, or derived from, the movement of one or more underlying index or security, and may include a leveraging factor, or (2) financial contracts based upon notional amounts whose value is derived from an underlying index or security (interest rates, foreign exchange rates, equities, or commodities). For hedging purposes, common derivatives are options, futures, interest rate swaps, and swaptions.

Derivative Security. Financial instrument created from, or whose value depends upon, one or more underlying assets or indexes of asset values.

Designated Bond. FFCB's regularly issued, liquid, non-callable securities that generally have a 2 or 3 year original maturity. New issues of Designated Bonds are \$1 billion or larger. Re-openings of existing Designated Bond issues are generally a minimum of \$100 million. Designated Bonds are offered through a syndicate of two to six dealers. Twice each month the Funding Corporation announces its intention to issue a new Designated Bond, reopen an existing issue, or to not issue or reopen a Designated Bond. Issues under the Designated Bond program constitute the same credit standing as other FFCB issues; they simply add organization and liquidity to the intermediate- and long-term Agency market.

Discount Notes. Unsecured general obligations issued by Federal Agencies at a discount. Discount notes mature at par and can range in maturity from overnight to one year. Very large primary (new issue) and secondary markets exist.

Discount Rate. Rate charged by the system of Federal Reserve Banks on overnight loans to member banks. Changes to this rate are administered by the Federal Reserve and closely mirror changes to the "fed funds rate."

Discount Securities. Non-interest bearing money market instruments that are issued at discount and redeemed at maturity for full face value. Examples include: U.S. Treasury Bills, Federal Agency Discount Notes, Bankers' Acceptances, and Commercial Paper.

Discount. The amount by which a bond or other financial instrument sells below its face value. See also "Premium."

Diversification. Dividing investment funds among a variety of security types, maturities, industries, and issuers offering potentially independent returns.

Dollar Price. A bond's cost expressed as a percentage of its face value. For example, a bond quoted at a dollar price of 95 ½, would have a principal cost of \$955 per \$1,000 of face value.

Duff & Phelps. One of several NRSROs that provide credit ratings on corporate and bank debt issues.

Duration. The weighted average maturity of a security's or portfolio's cash-flows, where the present values of the cash-flows serve as the weights. The greater the duration of a security/portfolio, the greater its percentage price volatility with respect to changes in interest rates. Used as a measure of risk and a key tool for managing a portfolio versus a benchmark and for hedging risk. There are also different kinds of duration used for different purposes (e.g. MacAuley Duration, Modified Duration).

Fannie Mae. See "Federal National Mortgage Association."

Fed Money Wire. A computerized communications system that connects the Federal Reserve System with its member banks, certain U. S. Treasury offices, and the Washington D.C. office of the Commodity Credit Corporation. The Fed Money Wire is the book entry system used to transfer cash balances between banks for themselves and for customer accounts.

Fed Securities Wire. A computerized communications system that facilitates book entry transfer of securities between banks, brokers and customer accounts, used primarily for settlement of U.S. Treasury and Federal Agency securities.

Fed. See "Federal Reserve System."

Federal Agency Security. A debt instrument issued by one of the Federal Agencies. Federal Agencies are considered second in credit quality and liquidity only to U.S. Treasuries.

Federal Agency. Government sponsored/owned entity created by the U.S. Congress, generally for the purpose of acting as a financial intermediary by borrowing in the marketplace and directing proceeds to specific areas of the economy considered to otherwise have restricted access to credit markets. The largest Federal Agencies are GNMA, FNMA, FHLMC, FHLB, FFCB, SLMA, and TVA.

Federal Deposit Insurance Corporation (FDIC). Federal agency that insures deposits at commercial banks, currently to a limit of \$250,000 per depositor per bank.

Federal Farm Credit Bank (FFCB). One of the large Federal Agencies. A government sponsored enterprise (GSE) system that is a network of cooperatively-owned lending institutions that provides credit services to farmers, agricultural cooperatives and rural utilities. The FFCBs act as financial intermediaries that borrow money in the capital markets and use the proceeds to make loans and provide other assistance to farmers and farm-affiliated businesses. Consists of the consolidated operations of the Banks for Cooperatives, Federal Intermediate Credit Banks, and Federal Land Banks. Frequent issuer of discount notes, agency notes and callable agency securities. FFCB debt is not an obligation of, nor is it guaranteed by the U.S. government, although it is considered to have minimal credit risk due to its importance to the U.S. financial system and agricultural industry. Also issues notes under its "designated note" program.

Federal Funds (Fed Funds). Funds placed in Federal Reserve Banks by depository institutions in excess of current reserve requirements, and frequently loaned or borrowed on an overnight basis between depository institutions.

Federal Funds Rate (Fed Funds Rate). The interest rate charged by a depository institution lending Federal Funds to another depository institution. The Federal Reserve influences this rate by establishing a "target" Fed Funds rate associated with the Fed's management of monetary policy.

Federal Home Loan Bank System (FHLB). One of the large Federal Agencies. A government sponsored enterprise (GSE) system, consisting of wholesale banks (currently twelve district banks) owned by their member banks, which provides correspondent banking services and credit to various financial institutions, financed by the issuance of securities. The principal purpose of the FHLB is to add liquidity to the mortgage markets. Although FHLB does not directly fund mortgages, it provides a stable supply of credit to thrift institutions that make new mortgage loans. FHLB debt is not an obligation of, nor is it guaranteed by the U.S. government, although it is considered to have minimal credit risk due to its importance to the U.S. financial system and housing market. Frequent issuer of discount notes, agency notes and callable agency securities. Also issues notes under its "global note" and "TAP" programs.

Federal Home Loan Mortgage Corporation (FHLMC or "Freddie Mac"). One of the large Federal Agencies. A government sponsored public corporation (GSE) that provides stability and assistance to the secondary market for home mortgages by purchasing first mortgages and participation interests financed by the sale of debt and guaranteed mortgage backed securities. FHLMC debt is not an obligation of, nor is it guaranteed by the U.S. government, although it is considered to have minimal credit risk due to its importance to the U.S. financial system and housing market. Frequent issuer of discount notes, agency notes, callable agency securities, and MBS. Also issues notes under its "reference note" program.

Federal National Mortgage Association (FNMA or "Fannie Mae"). One of the large Federal Agencies. A government sponsored public corporation (GSE) that provides liquidity to the residential mortgage market by purchasing mortgage loans from lenders, financed by the issuance of debt securities and MBS (pools of mortgages packaged together as a security). FNMA debt is not an obligation of, nor is it guaranteed by the U.S. government, although it is considered to have minimal credit risk due to its importance to the U.S. financial system and housing market. Frequent issuer of discount notes, agency notes, callable agency securities and MBS. Also issues notes under its "benchmark note" program.

Federal Reserve Bank. One of the 12 distinct banks of the Federal Reserve System.

Federal Reserve System (the Fed). The independent central bank system of the United States that establishes and conducts the nation's monetary policy. This is accomplished in three major ways: (1) raising or lowering bank reserve requirements, (2) raising or lowering the target Fed Funds Rate and Discount Rate, and (3) in open market operations by buying and selling government securities. The Federal Reserve System is made up of twelve Federal Reserve District Banks, their branches, and many national and state banks throughout the nation. It is headed by the seven member Board of Governors known as the "Federal Reserve Board" and headed by its Chairman.

Financial Industry Regulatory Authority, Inc. (FINRA). A private corporation that acts as a self-regulatory organization (SRO). FINRA is the successor to the National Association of Securities Dealers, Inc. (NASD). Though sometimes mistaken for a government agency, it is a non-governmental organization that performs financial regulation of member brokerage firms and exchange markets. The government also has a regulatory arm for investments, the Securities and Exchange Commission (SEC).

Fiscal Agent/Paying Agent. A bank or trust company that acts, under a trust agreement with a corporation or municipality, in the capacity of general treasurer. The agent performs such duties as making coupon payments, paying rents, redeeming bonds, and handling taxes relating to the issuance of bonds.

Fitch Investors Service, Inc. One of several NRSROs that provide credit ratings on corporate and municipal debt issues.

Floating Rate Security (FRN or “floater”). A bond with an interest rate that is adjusted according to changes in an interest rate or index. Differs from variable-rate debt in that the changes to the rate take place immediately when the index changes, rather than on a predetermined schedule. See also “Variable Rate Security.”

Freddie Mac. See "Federal Home Loan Mortgage Corporation."

Ginnie Mae. See "Government National Mortgage Association."

Global Notes: Notes designed to qualify for immediate trading in both the domestic U.S. capital market and in foreign markets around the globe. Usually large issues that are sold to investors worldwide and therefore have excellent liquidity. Despite their global sales, global notes sold in the U.S. are typically denominated in U.S. dollars.

Government National Mortgage Association (GNMA or "Ginnie Mae"). One of the large Federal Agencies. Government-owned Federal Agency that acquires, packages, and resells mortgages and mortgage purchase commitments in the form of mortgage-backed securities. Largest issuer of mortgage pass-through securities. GNMA debt is guaranteed by the full faith and credit of the U.S. government (one of the few agencies that are actually full faith and credit of the U.S. government).

Government Securities. An obligation of the U.S. government, backed by the full faith and credit of the government. These securities are regarded as the highest quality of investment securities available in the U.S. securities market. See "Treasury Bills, Notes, Bonds, and SLGS."

Government Sponsored Enterprise (GSE). Privately owned entity subject to federal regulation and supervision, created by the U.S. Congress to reduce the cost of capital for certain borrowing sectors of the economy such as students, farmers, and homeowners. GSEs carry the implicit backing of the U.S. government, but they are not direct obligations of the U.S. government. For this reason, these securities will offer a yield premium over U.S. Treasuries. Examples of GSEs include: FHLB, FHLMC, FNMA, and SLMA.

Government Sponsored Enterprise Security. A security issued by a Government Sponsored Enterprise. Considered Federal Agency Securities.

Index. A compilation of statistical data that tracks changes in the economy or in financial markets.

Interest-Only (IO) STRIP. A security based solely on the interest payments from the bond. After the principal has been repaid, interest payments stop and the value of the security falls to nothing. Therefore, IOs are considered risky investments. Usually associated with mortgage-backed securities.

Internal Controls. An internal control structure ensures that the assets of the entity are protected from loss, theft, or misuse. The internal control structure is designed to provide reasonable assurance that these objectives are met. The concept of reasonable assurance recognizes that 1) the cost of a control should not exceed the benefits likely to be derived and 2) the valuation of costs and benefits requires estimates and judgments by management. Internal controls should address the following points:

1. **Control of collusion** - Collusion is a situation where two or more employees are working in conjunction to defraud their employer.
2. **Separation of transaction authority from accounting and record keeping** - A separation of duties is achieved by separating the person who authorizes or performs the transaction from the people who record or otherwise account for the transaction.
3. **Custodial safekeeping** - Securities purchased from any bank or dealer including appropriate collateral (as defined by state law) shall be placed with an independent third party for custodial safekeeping.

4. **Avoidance of physical delivery securities** - Book-entry securities are much easier to transfer and account for since actual delivery of a document never takes place. Delivered securities must be properly safeguarded against loss or destruction. The potential for fraud and loss increases with physically delivered securities.
5. **Clear delegation of authority to subordinate staff members** - Subordinate staff members must have a clear understanding of their authority and responsibilities to avoid improper actions. Clear delegation of authority also preserves the internal control structure that is contingent on the various staff positions and their respective responsibilities.
6. **Written confirmation of transactions for investments and wire transfers** - Due to the potential for error and improprieties arising from telephone and electronic transactions, all transactions should be supported by written communications and approved by the appropriate person. Written communications may be via fax if on letterhead and if the safekeeping institution has a list of authorized signatures.
7. **Development of a wire transfer agreement with the lead bank and third-party custodian** - The designated official should ensure that an agreement will be entered into and will address the following points: controls, security provisions, and responsibilities of each party making and receiving wire transfers.

Inverse Floater. A floating rate security structured in such a way that it reacts inversely to the direction of interest rates. Considered risky as their value moves in the opposite direction of normal fixed-income investments and whose interest rate can fall to zero.

Investment Advisor. A company that provides professional advice managing portfolios, investment recommendations, and/or research in exchange for a management fee.

Investment Adviser Act of 1940. Federal legislation that sets the standards by which investment companies, such as mutual funds, are regulated in the areas of advertising, promotion, performance reporting requirements, and securities valuations.

Investment Grade. Bonds considered suitable for preservation of invested capital, including bonds rated a minimum of Baa3 by Moody's, BBB- by Standard & Poor's, or BBB- by Fitch. Although "BBB" rated bonds are considered investment grade, most public agencies cannot invest in securities rated below "A."

Liquidity. Relative ease of converting an asset into cash without significant loss of value. Also, a relative measure of cash and near-cash items in a portfolio of assets. Additionally, it is a term describing the marketability of a money market security correlating to the narrowness of the spread between the bid and ask prices.

Local Government Investment Pool (LGIP). An investment by local governments in which their money is pooled as a method for managing local funds, (e.g., Florida State Board of Administration's Florida Prime Fund).

Long-Term Core Investment Program. Funds that are not needed within a one-year period.

Market Value. The fair market value of a security or commodity. The price at which a willing buyer and seller would pay for a security.

Mark-to-market. Adjusting the value of an asset to its market value, reflecting in the process unrealized gains or losses.

Master Repurchase Agreement. A widely accepted standard agreement form published by the Securities Industry and Financial Markets Association (SIFMA) that is used to govern and document Repurchase Agreements and protect the interest of parties in a repo transaction.

Maturity Date. Date on which principal payment of a financial obligation is to be paid.

Medium Term Notes (MTN's). Used frequently to refer to corporate notes of medium maturity (5-years and under). Technically, any debt security issued by a corporate or depository institution with a maturity from 1 to 10 years and issued under an MTN shelf registration. Usually issued in smaller issues with varying coupons and maturities, and underwritten by a variety of broker/dealers (as opposed to large corporate deals issued and underwritten all at once in large size and with a fixed coupon and maturity).

Money Market. The market in which short-term debt instruments (bills, commercial paper, bankers' acceptance, etc.) are issued and traded.

Money Market Mutual Fund (MMF). A type of mutual fund that invests solely in money market instruments, such as: U.S. Treasury bills, commercial paper, bankers' acceptances, and repurchase agreements. Money market mutual funds are registered with the SEC under the Investment Company Act of 1940 and are subject to "rule 2a-7" which significantly limits average maturity and credit quality of holdings. MMF's are managed to maintain a stable net asset value (NAV) of \$1.00. Many MMFs carry ratings by a NRSRO.

Moody's Investors Service. One of several NRSROs that provide credit ratings on corporate and municipal debt issues.

Mortgage Backed Securities (MBS). Mortgage-backed securities represent an ownership interest in a pool of mortgage loans made by financial institutions, such as savings and loans, commercial banks, or mortgage companies, to finance the borrower's purchase of a home or other real estate. The majority of MBS are issued and/or guaranteed by GNMA, FNMA, and FHLMC. There are a variety of MBS structures with varying levels of risk and complexity. All MBS have reinvestment risk as actual principal and interest payments are dependent on the payment of the underlying mortgages which can be prepaid by mortgage holders to refinance and lower rates or simply because the underlying property was sold.

Mortgage Pass-Through Securities. A pool of residential mortgage loans with the monthly interest and principal distributed to investors on a pro-rata basis. The largest issuer is GNMA.

Municipal Note/Bond. A debt instrument issued by a state or local government unit or public agency. The vast majority of municipals are exempt from state and federal income tax, although some non-qualified issues are taxable.

Mutual Fund. Portfolio of securities professionally managed by a registered investment company that issues shares to investors. Many different types of mutual funds exist (e.g., bond, equity, and money market funds); all except money market funds operate on a variable net asset value (NAV).

Negotiable Certificate of Deposit (Negotiable CD). Large denomination CDs (\$100,000 and larger) that are issued in bearer form and can be traded in the secondary market.

Net Asset Value. The market value of one share of an investment company, such as a mutual fund. This figure is calculated by totaling a fund's assets including securities, cash, and any accrued earnings, then subtracting the total assets from the fund's liabilities, and dividing this total by the number of shares outstanding. This is calculated once a day based on the closing price for each security in the fund's portfolio. (See below.)

$$[(\text{Total assets}) - (\text{Liabilities})]/(\text{Number of shares outstanding})$$

NRSRO. A "Nationally Recognized Statistical Rating Organization" (NRSRO) is a designated rating organization that the SEC has deemed a strong national presence in the U.S. NRSROs provide credit ratings on corporate and bank debt issues. Only ratings of a NRSRO may be used for the regulatory purposes of rating. Includes Moody's, S&P, Fitch, and Duff & Phelps.

Offered Price. See also "Ask Price."

Open Market Operations. A Federal Reserve monetary policy tactic entailing the purchase or sale of government securities in the open market by the Federal Reserve System from and to primary dealers in order to influence the money supply, credit conditions, and interest rates.

Par Value. The face value, stated value, or maturity value of a security.

Physical Delivery. Delivery of readily available underlying assets at contract maturity.

Portfolio. Collection of securities and investments held by an investor.

Premium. The amount by which a bond or other financial instrument sells above its face value. See also "Discount."

Primary Dealer. A designation given to certain government securities dealer by the Federal Reserve Bank of New York. Primary dealers can buy and sell government securities directly with the Fed. Primary dealers also submit daily reports of market activity and security positions held to the Fed and are subject to its informal oversight. Primary dealers are the largest buyers and sellers by volume in the U.S. Treasury securities market.

Prime Paper. Commercial paper of high quality. Highest rated paper is A-1+/A-1 by S&P and P-1 by Moody's.

Principal. Face value of a financial instrument on which interest accrues. May be less than par value if some principal has been repaid or retired. For a transaction, principal is par value times price and includes any premium or discount.

Prudent Expert Rule. Standard that requires that a fiduciary manage a portfolio with the care, skill, prudence, and diligence, under the circumstances then prevailing, that a prudent person acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims. This statement differs from the "prudent person" rule in that familiarity with such matters suggests a higher standard than simple prudence.

Prudent Investor Standard. Standard that requires that when investing, reinvesting, purchasing, acquiring, exchanging, selling, or managing public funds, a trustee shall act with care, skill, prudence, and diligence under the circumstances then prevailing, including, but not limited to, the general economic conditions and the anticipated needs of the agency, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the agency. More stringent than the "prudent person" standard as it implies a level of knowledge commensurate with the responsibility at hand.

Qualified Public Depository - Per Subsection 280.02(26), F.S., "qualified public depository" means any bank, savings bank, or savings association that:

1. Is organized and exists under the laws of the United States, the laws of this state or any other state or territory of the United States.
2. Has its principal place of business in this state or has a branch office in this state which is authorized under the laws of this state or of the United States to receive deposits in this state.
3. Has deposit insurance under the provision of the Federal Deposit Insurance Act, as amended, 12 U.S.C. ss.1811 et seq.
4. Has procedures and practices for accurate identification, classification, reporting, and collateralization of public deposits.
5. Meets all requirements of Chapter 280, F.S.

6. Has been designated by the Chief Financial Officer as a qualified public depository.

Range Note. A type of structured note that accrues interest daily at a set coupon rate that is tied to an index. Most range notes have two coupon levels; a higher accrual rate for the period the index is within a designated range, the lower accrual rate for the period that the index falls outside the designated range. This lower rate may be zero and may result in zero earnings.

Rate of Return. Amount of income received from an investment, expressed as a percentage of the amount invested.

Realized Gains (Losses). The difference between the sale price of an investment and its book value. Gains/losses are “realized” when the security is actually sold, as compared to “unrealized” gains/losses which are based on current market value. See “Unrealized Gains (Losses).”

Reference Bills: FHLMC’s short-term debt program created to supplement its existing discount note program by offering issues from one month through one year, auctioned on a weekly or on an alternating four-week basis (depending upon maturity) offered in sizeable volumes (\$1 billion and up) on a cycle of regular, standardized issuance. Globally sponsored and distributed, Reference Bill issues are intended to encourage active trading and market-making and facilitate the development of a term repo market. The program was designed to offer predictable supply, pricing transparency, and liquidity, thereby providing alternatives to U.S. Treasury bills. FHLMC’s Reference Bills are unsecured general corporate obligations. This program supplements the corporation’s existing discount note program. Issues under the Reference program constitute the same credit standing as other FHLMC discount notes; they simply add organization and liquidity to the short-term Agency discount note market.

Reference Notes: FHLMC’s intermediate-term debt program with issuances of 2, 3, 5, 10, and 30-year maturities. Initial issuances range from \$2 - \$6 billion with re-openings ranging \$1 - \$4 billion.

The notes are high-quality bullet structures securities that pay interest semiannually. Issues under the Reference program constitute the same credit standing as other FHLMC notes; they simply add organization and liquidity to the intermediate- and long-term Agency market.

Repurchase Agreement (Repo). A short-term investment vehicle where an investor agrees to buy securities from a counterparty and simultaneously agrees to resell the securities back to the counterparty at an agreed upon time and for an agreed upon price. The difference between the purchase price and the sale price represents interest earned on the agreement. In effect, it represents a collateralized loan to the investor, where the securities are the collateral. Can be DVP, where securities are delivered to the investor’s custodial bank, or “tri-party” where the securities are delivered to a third party intermediary. Any type of security can be used as “collateral,” but only some types provide the investor with special bankruptcy protection under the law. Repos should be undertaken only when an appropriate Securities Industry and Financial Markets Association (SIFMA) approved master repurchase agreement is in place.

Reverse Repurchase Agreement (Reverse Repo). A repo from the point of view of the original seller of securities. Used by dealers to finance their inventory of securities by essentially borrowing at short-term rates. Can also be used to leverage a portfolio and in this sense, can be considered risky if used improperly.

Safekeeping. Service offered for a fee, usually by financial institutions, for the holding of securities and other valuables. Safekeeping is a component of custody services.

Secondary Market. Markets for the purchase and sale of any previously issued financial instrument.

Securities Industry and Financial Markets Association (SIFMA). The bond market trade association representing the largest securities markets in the world. In addition to publishing a Master Repurchase Agreement, widely accepted as the industry standard document for Repurchase Agreements, the SIFMA also recommends bond market closures and early closes due to holidays.

Securities Lending. An arrangement between an investor and a custody bank that allows the custody bank to “loan” the investor’s investment holdings, reinvest the proceeds in permitted investments, and share any profits.

with the investor. Should be governed by a securities lending agreement. Can increase the risk of a portfolio in that the investor takes on the default risk on the reinvestment at the discretion of the custodian.

Sinking Fund. A separate accumulation of cash or investments (including earnings on investments) in a fund in accordance with the terms of a trust agreement or indenture, funded by periodic deposits by the issuer (or other entity responsible for debt service), for the purpose of assuring timely availability of moneys for payment of debt service. Usually used in connection with term bonds.

Spread. The difference between the price of a security and similar maturity U.S. Treasury investments, expressed in percentage terms or basis points. A spread can also be the absolute difference in yield between two securities. The securities can be in different markets or within the same securities market between different credits, sectors, or other relevant factors.

Standard & Poor's. One of several NRSROs that provide credit ratings on corporate and municipal debt issues.

STRIPS (Separate Trading of Registered Interest and Principal of Securities). Acronym applied to U.S. Treasury securities that have had their coupons and principal repayments separated into individual zero-coupon Treasury securities. The same technique and "strips" description can be applied to non-Treasury securities (e.g., FNMA strips).

Structured Notes. Notes that have imbedded into their structure options such as step-up coupons or derivative-based returns.

Supranational. Supranational organizations are international financial institutions that are generally established by agreements among nations, with member nations contributing capital and participating in management. These agreements provide for limited immunity from the laws of member countries. Bonds issued by these institutions are part of the broader class of Supranational, Sovereign, and Non-U.S. Agency (SSA) sector bonds. Supranational bonds finance economic and infrastructure development and support environmental protection, poverty reduction, and renewable energy around the globe. For example, the World Bank, International Finance Corporation (IFC), and African Development Bank (AfDB) have "green bond" programs specifically designed for energy resource conservation and management. Supranational bonds, which are issued by multi-national organizations that transcend national boundaries. Examples include the World Bank, African Development Bank, and European Investment Bank.

Swap. Trading one asset for another.

TAP Notes: Federal Agency notes issued under the FHLB TAP program. Launched in 6/99 as a refinement to the FHLB bullet bond auction process. In a break from the FHLB's traditional practice of bringing numerous small issues to market with similar maturities, the TAP Issue Program uses the four most common maturities and reopens them up regularly through a competitive auction. These maturities (2, 3, 5, and 10 year) will remain open for the calendar quarter, after which they will be closed and a new series of TAP issues will be opened to replace them. This reduces the number of separate bullet bonds issued, but generates enhanced awareness and liquidity in the marketplace through increased issue size and secondary market volume.

Tennessee Valley Authority (TVA). One of the large Federal Agencies. A wholly owned corporation of the United States government that was established in 1933 to develop the resources of the Tennessee Valley region in order to strengthen the regional and national economy and the national defense. Power operations are separated from non-power operations. TVA securities represent obligations of TVA, payable solely from TVA's net power proceeds, and are neither obligations of nor guaranteed by the United States. TVA is currently authorized to issue debt up to \$30 billion. Under this authorization, TVA may also obtain advances from the U.S. Treasury of up to \$150 million. Frequent issuer of discount notes, agency notes, and callable agency securities.

Total Return. Investment performance measured over a period of time that includes coupon interest, interest on interest, and both realized and unrealized gains or losses. Total return includes, therefore, any market value appreciation/depreciation on investments held at period end.

Treasuries. Collective term used to describe debt instruments backed by the U.S. government and issued through the U.S. Department of the Treasury. Includes Treasury bills, Treasury notes, and Treasury bonds. Also a benchmark term used as a basis by which the yields of non-Treasury securities are compared (e.g., "trading at 50 basis points over Treasuries").

Treasury Bills (T-Bills). Short-term direct obligations of the United States government issued with an original term of one year or less. Treasury bills are sold at a discount from face value and do not pay interest before maturity. The difference between the purchase price of the bill and the maturity value is the interest earned on the bill. Currently, the U.S. Treasury issues 4-week, 13-week, and 26-week T-Bills.

Treasury Bonds. Long-term interest-bearing debt securities backed by the U.S. government and issued with maturities of ten years and longer by the U.S. Department of the Treasury.

Treasury Notes. Intermediate interest-bearing debt securities backed by the U.S. government and issued with maturities ranging from one to ten years by the U.S. Department of the Treasury. The Treasury currently issues 2-year, 3-year, 5-year, and 10-year Treasury Notes.

Trustee. A bank designated by an issuer of securities as the custodian of funds and official representative of bondholders. Trustees are appointed to insure compliance with the bond documents and to represent bondholders in enforcing their contract with the issuer.

Uniform Net Capital Rule. SEC Rule 15c3-1 that outlines the minimum net capital ratio (ratio of indebtedness to net liquid capital) of member firms and non-member broker/dealers.

Unrealized Gains (Losses). The difference between the market value of an investment and its book value. Gains/losses are "realized" when the security is actually sold, as compared to "unrealized" gains/losses which are based on current market value. See also "Realized Gains (Losses)."

Variable-Rate Security. A bond that bears interest at a rate that varies over time based on a specified schedule of adjustment (e.g., daily, weekly, monthly, semi-annually, or annually). See also "Floating Rate Note."

Weighted Average Maturity (or just "Average Maturity"). The average maturity of all securities and investments of a portfolio, determined by multiplying the par or principal value of each security or investment by its maturity (days or years), summing the products, and dividing the sum by the total principal value of the portfolio. A simple measure of risk of a fixed-income portfolio.

Weighted Average Maturity to Call. The average maturity of all securities and investments of a portfolio, adjusted to substitute the first call date per security for maturity date for those securities with call provisions.

Yield Curve. A graphic depiction of yields on like securities in relation to remaining maturities spread over a time line. The traditional yield curve depicts yields on U.S. Treasuries, although yield curves exist for Federal Agencies and various credit quality corporates as well. Yield curves can be positively sloped (normal) where longer-term investments have higher yields, or "inverted" (uncommon) where longer-term investments have lower yields than shorter ones.

Yield to Call (YTC). Same as "Yield to Maturity," except the return is measured to the first call date rather than the maturity date. Yield to call can be significantly higher or lower than a security's yield to maturity.

Yield to Maturity (YTM). Calculated return on an investment, assuming all cash-flows from the security are reinvested at the same original yield. Can be higher or lower than the coupon rate depending on market rates and

whether the security was purchased at a premium or discount. There are different conventions for calculating YTM for various types of securities.

Yield. There are numerous methods of yield determination. In this glossary, see also "Current Yield," "Yield Curve," "Yield to Call," and "Yield to Maturity."

Attachment B
Investment Pool/Fund Questionnaire

1. A description of eligible investment securities, and a written statement of investment policy and objectives.
2. A description of interest calculations and how it is distributed, and how gains and losses are treated.
3. A description of how the securities are safeguarded (including the settlement processes), and how often the securities are priced and the program audited.
4. A description of who may invest in the program, how often, what size deposits and withdrawals are allowed.
5. A schedule for receiving statements and portfolio listings.
6. Are reserves, retained earnings, etc., utilized by the pool/fund?
7. A fee schedule, and when and how is it assessed.
8. Is the pool/fund eligible for bond proceeds and/or will it accept such proceeds?
9. Does the pool/fund have a floating or stable Net Asset Value (NAV)?
10. What are the liquidity gates for the pool/fund?

TOWN OF PALM BEACH

Information for Town Council Meeting on: January 13, 2026

To: Town Council

Via: Kirk Blouin, Town Manager

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

Re: Request to Hear Proposed Ordinance Nos. 034-2025 and 035-2025, prior to 5:00 p.m. on the Wednesday, January 14, 2026, Town Council Development Review Meeting agenda.

Date: 12/23/2025

STAFF RECOMMENDATION

Staff recommends that the Town Council, acting as the Local Planning Agency, conduct the public hearing on Ordinance Nos. 034-2025 and 035-2025 at the Town Council meeting before 5:00 p.m. The ordinance will be heard at first reading on January 14, 2026, with a possible adoption hearing on February 11, 2026

GENERAL INFORMATION

Pursuant to Chapter 166.041, F.S., the local governing body is required to hold two (2) advertised public hearings on a proposed ordinance. At least one hearing is held after 5:00 p.m. on a weekday, unless the local governing body, by a majority plus one vote, elects to conduct that hearing at another time of day. The first public hearing shall be held at least seven (7) days after the day that the first advertisement is published. The second hearing shall be held at least 10 days after the first hearing and shall be advertised at least five (5) days prior to the public hearing.

TOWN ATTORNEY REVIEW

The subject code amendments have been reviewed and approved for legal form and sufficiency.

ATTACHMENTS

Business Impact Statement Ord. No. 034-2025
Business Impact Statement Ord. No. 035-2025

STRATEGIC PLAN

Strategic Priorities:
Governmental Leadership and Innovation

Strategic Focus Areas:

Cooperative Relationships

FUNDING

No Fiscal Impact



THE TOWN OF PALM BEACH Business Impact Estimate

TITLE OF ORDINANCES:

ORDINANCE NO. 034-2025

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, AMENDING CHAPTER 134, ZONING BY AMENDING ARTICLE VIII, DIVISION 16. – REASONABLE ACCOMMODATION PROCEDURES AT SECTIONS 134-2112 REASONABLE ACCOMMODATION PROCEDURES TO UPDATE THE TOWN'S REASONABLE ACCOMMODATION PROCEDURES AND CERTIFIED RECOVERY RESIDENCES REGULATIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF ORDINANCES IN CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

BUSINESS IMPACT ESTIMATE:

This is provided in accordance with section 166.041(4), Florida Statutes. According to Section 166.041(4)(c) of the Florida Statutes, if one or more boxes are checked below, state law does not require a business impact estimate for the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation.
- ☐ The proposed ordinance relates to the issuance or refinancing of debt.
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget.
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government.
- ☐ The proposed ordinance is an emergency ordinance.
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
 - a. Development orders and development permits, as those terms are defined in s.163.3164, and development agreements, as authorized by the Florida Local Government Development Agreement Act under ss. 163.3220 - 163.3243.
 - b. Comprehensive plan amendments and land development regulation amendments initiated by an application by a private party other than the municipality.
 - c. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts.
 - d. Section 553.73, Florida Statutes, relating to the Florida Building Code; or

e. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention

In accordance with the provisions of controlling law, the Town hereby publishes the following information:

1. Summary of the proposed ordinance:

The draft Ordinance is attached amending Section 134-2112 of the Zoning Code by incorporating certain procedural requirements within SB 954. This draft also includes additional provisions dealing with certified recovery residences, including annual certification and revocation provisions.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the Town, if any:

No negative impact on any resident or business is anticipated once the Ordinance is adopted.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

The Ordinance updates the procedures for handling and processing requests for accommodation from the Town's Zoning that will permit disabled individuals (or qualifying entities) to request reasonable accommodations and, where appropriate based on the facts and law. A nominal cost to affected businesses is estimated.

4. Additional information the governing body deems useful (if any):

Nothing in the proposed Ordinance is more restrictive and the changes to the code meet the requirements of SB 954 and is consistent with federal law regarding the Fair Housing Amendments Act and Americans with Disabilities Amendments Act.

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the Town of Palm Beach's website by the time notice of the proposed enactment of the ordinance is published.



THE TOWN OF PALM BEACH

Business Impact Estimate

TITLE OF ORDINANCES:

ORDINANCE NO. 034-2025

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, AMENDING CHAPTER 134, ZONING AT ARTICLE VI, DISTRICT REGULATIONS, DIVISION 1. GENERALLY, BY AMENDING SECTION 134-751 TO CHANGE R-D(1) FROM MODERATE RESIDENTIAL TO HIGH-DENSITY RESIDENTIAL, TO CHANGE C-B FROM COMMERCIAL OFFICE TO COMMERCIAL BUSINESS, TO ADD THE COMMON NAMES TO PUD-A, PUD-B, AND PUD-C, TO ADD A NEW PR PARKS AND RECREATION DISTRICT, AND TO ADD A NEW PF PUBLIC FACILITIES DISTRICT; AT ARTICLE VI, DISTRICT REGULATIONS, DIVISION 1. GENERALLY, BY AMENDING SECTION 134-752, ZONING MAP, TO CHANGE FROM THE 1974 OFFICIAL ZONING MAP TO THE 2024 OFFICIAL ZONING MAP; AT ARTICLE VI, DISTRICT REGULATIONS, DIVISION 1. GENERALLY, BY AMENDING SECTION 134-755 TO CHANGE THE ACREAGE DEFINITION FROM 40,000 SQUARE FEET TO 43,560 SQUARE FEET; AT ARTICLE VI, DISTRICT REGULATIONS, DIVISION 2. R-AA LARGE ESTATE RESIDENTIAL DISTRICT BY AMENDING SECTION 134-786, DIVISION 3. R-A ESTATE RESIDENTIAL DISTRICT BY AMENDING SECTION 134-836, AT DIVISION 4. R-B LOW DENSITY RESIDENTIAL DISTRICT BY AMENDING SECTION 134-886, AT DIVISION 5. R-C MEDIUM DENSITY RESIDENTIAL DISTRICT BY AMENDING SECTION 134-941, AT DIVISION 6. R-D(1) HIGH DENSITY RESIDENTIAL DISTRICT BY AMENDING SECTION 134-996, AT DIVISION 7. R-D(2) HIGH DENSITY RESIDENTIAL DISTRICT BY AMENDING SECTION 134-1051, AT DIVISION 8. C-TS TOWN-SERVING COMMERCIAL DISTRICT BY AMENDING SECTION 134-1106, AT DIVISION 9. C-WA WORTH AVENUE DISTRICT, BY AMENDING SECTION 134-1156, AT DIVISION 10. C-OPI OFFICE, PROFESSIONAL AND INSTITUTIONAL, BY AMENDING SECTION 134-1206, AT DIVISION 11. C-PC PLANNED CENTER DISTRICT, BY AMENDING SECTION 134-1256, AT DIVISION 12. C-B COMMERCIAL BUSINESS, BY AMENDING SECTION 134-1301, AT DIVISION 13. CONSERVATION DISTRICT, BY AMENDING SECTION 134-1351, AT DIVISION 15. BEACH AREA, BY AMENDING SECTION 134-1471, AND AT DIVISION 16.- CI CULTURAL INSTITUTION DISTRICT BY AMENDING SECTION 134-1482 TO ADD TO THE PURPOSE OF THE DISTRICT REGULATIONS FOR EACH ZONING DISTRICT THE IMPLEMENTATION OF THE CORRESPONDING TOWN OF PALM BEACH COMPREHENSIVE PLAN FUTURE LAND USE DESIGNATIONS; AT ARTICLE VI, DISTRICT REGULATIONS, DIVISION 1 GENERALLY, AT DIVISION 2. R-AA LARGE ESTATE RESIDENTIAL DISTRICT BY AMENDING SECTION 134-790, AT ARTICLE VI, DISTRICT REGULATIONS, DIVISION 3. R-A ESTATE RESIDENTIAL DISTRICT BY AMENDING SECTION 134-840, AT ARTICLE VI, DISTRICT REGULATIONS, DIVISION 4. R-B LOW DENSITY RESIDENTIAL DISTRICT BY AMENDING SECTION 134-890, AT ARTICLE VI, DISTRICT REGULATIONS, DIVISION 5. R-C MEDIUM DENSITY RESIDENTIAL DISTRICT BY AMENDING SECTION 134-945, AT ARTICLE VI, DISTRICT REGULATIONS, DIVISION 6. R-D(1) HIGH-DENSITY RESIDENTIAL DISTRICT BY AMENDING SECTION 134-1000, AND AT ARTICLE VI, DISTRICT REGULATIONS, DIVISION 7. R-D(2) HIGH-DENSITY RESIDENTIAL DISTRICT BY AMENDING SECTION 134-1055 TO ADD APPROVED TO PLANNED UNIT DEVELOPMENT AND ADD CABANA TO BEACH HOUSES; AT ARTICLE VI, DISTRICT REGULATIONS, DIVISION 6. R-D(1) TO MODERATE DENSITY RESIDENTIAL DISTRICT BY AMENDING THE DIVISION TITLE FROM MODERATE DENSITY RESIDENTIAL DISTRICT TO R-D(1) HIGH-DENSITY RESIDENTIAL DISTRICT, BY AMENDING SECTION 134-996, SECTION 134-997, SECTION 134-998, SECTION 134-999, SECTION 134-1000, SECTION 134-1001, SECTION 134-1002, SECTION 134-1003, SECTION 134-1004, SECTION 134-1005, SECTION 134-1006, SECTION 134-1007, SECTION 134-1008, SECTION 134-1009, SECTION 134-1010, SECTION 134-1011, SECTION 134-1012, AND SECTION 134-1014 AMENDING THE DIVISION TITLE FROM R-D(1) MODERATE DENSITY RESIDENTIAL DISTRICT TO R-D(1) HIGH DENSITY RESIDENTIAL

DISTRICT; AT ARTICLE VI, DISTRICT REGULATIONS, DIVISION 12. C-B COMMERCIAL DISTRICT BY AMENDING THE DIVISION TITLE TO READ C-B COMMERCIAL BUSINESS DISTRICT, BY AMENDING SECTION 134-1301, SECTION 134-1302, SECTION 134-1303, SECTION 134-1304, SECTION 134-1306, SECTION 134-1307, SECTION 134-1308, SECTION 134-1309, SECTION 134-1310, SECTION 134-1311, SECTION 134-1312, SECTION 134-1313, SECTION 134-1315, AND SECTION 134-1316 TO CHANGE FROM C-B COMMERCIAL DISTRICT TO C-B COMMERCIAL BUSINESS DISTRICT; AT ARTICLE VI, DISTRICT REGULATIONS, AT ARTICLE VI, DISTRICT REGULATIONS, DIVISION 8. C-TS TOWN-SERVING COMMERCIAL DISTRICT BY AMENDING SECTION 134-1106, AND SECTION 134-1107, SECTION 134-1109, AT ARTICLE VI, DISTRICT REGULATIONS, DIVISION 9. C-WA WORTH AVENUE COMMERCIAL DISTRICT BY AMENDING SECTION 134-1156 AND SECTION 134-1157, AT ARTICLE VI, DISTRICT REGULATIONS, DIVISION 11. C-PC PLANNED CENTER DISTRICT BY AMENDING SECTION 134-1256, SECTION 134-1257 AND SECTION 134-1259 TO CONVERT FROM GROSS LEASABLE AREA (GLA) TO GROSS FLOOR AREA (GFA); AT ARTICLE VI, DISTRICT REGULATIONS, DIVISION 8. C-TS TOWN SERVING COMMERCIAL DISTRICT, SECTION 134-1107, DIVISION 9. C-WA WORTH AVENUE DISTRICT, SECTION 134-1157 AND DIVISION 10. C-OPI OFFICE, PROFESSIONAL AND INSTITUTIONAL DISTRICT, SECTION 134-1207 TO REMOVE THE CLAUSE RELATED TO SUPPLEMENTAL OFF-SITE SHARED PARKING THAT SUNSETTED ON MARCH 13, 2024; AT ARTICLE VI, DISTRICT REGULATIONS, DIVISION 14. PUD PLANNED UNIT DEVELOPMENT DISTRICT TO REMOVE IT IN ITS ENTIRETY AND REPLACE WITH A NEW SECTION 134-1391; AT ARTICLE VI, DISTRICT REGULATIONS, DIVISION 15. BEACH AREA BY REPLACING STRUCTURE OR BEACH BUILDING, BEACH HOUSES, AND BEACH HOUSE BUILDINGS WITH BEACH CABANA HOUSE IN SECTION 134-1473, SECTION 134-1474, SECTION 134-1475, AND SECTION 134-1476; AT ARTICLE VI, DISTRICT REGULATIONS TO ADD A NEW DIVISION 17. PR PARKS AND RECREATION DISTRICT, INCLUDING NEW SECTIONS 1501 THROUGH 1505 AND TO ADD A NEW DIVISION 18. PF PUBLIC FACILITIES DISTRICT SECTIONS 1511 THROUGH 1513; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF ORDINANCES IN CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

BUSINESS IMPACT ESTIMATE:

This is provided in accordance with section 166.041(4), Florida Statutes. According to Section 166.041(4)(c) of the Florida Statutes, if one or more boxes are checked below, state law does not require a business impact estimate for the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation.
- ☐ The proposed ordinance relates to the issuance or refinancing of debt.
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget.
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government.
- ☐ The proposed ordinance is an emergency ordinance.
- ☐ The ordinance relates to procurement; or

- ☐ The proposed ordinance is enacted to implement the following:
- a. Development orders and development permits, as those terms are defined in s.163.3164, and development agreements, as authorized by the Florida Local Government Development Agreement Act under ss. 163.3220 - 163.3243.
 - b. Comprehensive plan amendments and land development regulation amendments initiated by an application by a private party other than the municipality.
 - c. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts.
 - d. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
 - e. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention

In accordance with the provisions of controlling law, the Town hereby publishes the following information:

1. Summary of the proposed ordinance:
The Ordinance is prepared to comply with the Florida Statutes which mandates that the Zoning Code be in compliance with the Comprehensive Plan.
2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the Town, if any:
No negative impact on any resident or business is anticipated once the Ordinance is adopted.
3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:
The Ordinance will apply to all land-use applications and building permits, thereby impacting any business that is renovated or constructed.
4. Additional information the governing body deems useful (if any):
Nothing in the proposed Ordinance is more restrictive and the changes to the code to implement the policy changes adopted by the Town Council with the Evaluation and Appraisal Review of the Town's 2024 Comprehensive Plan.

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the Town of Palm Beach's website by the time notice of the proposed enactment of the ordinance is published.

TOWN OF PALM BEACH

Information for Town Council Meeting on: January 13, 2026

To: Town Council

Via: Kirk W. Blouin, Town Manager

From: Nicholas Caristo, Chief of Police

Re: Vessel Enforcement Update - Lake Worth Lagoon

Date: 12/18/2025

GENERAL INFORMATION

This memorandum provides the Mayor and Town Council with an update on vessel enforcement efforts within the Lake Worth Lagoon by the Palm Beach Police Marine Unit.

Their efforts focus on addressing derelict, at-risk, abandoned and non-compliant vessels, unlawful mooring and anchoring, navigational safety concerns, unregistered vessels and vessels that may have environmental impacts affecting the Intracoastal Waterway. Following the expansion of local authority under recent changes to Florida law, the Palm Beach Police Department Marine Unit has heightened their enforcement efforts and compliance initiatives within the jurisdictional boundaries of the Town of Palm Beach.

Palm Beach Marine Officers conduct proactive patrols, document the location and identification of existing vessels, issue warnings and citations, facilitate compliance through voluntary relocation, address safety deficiencies, and refer derelict vessels to FWC for further action. Emphasis has been placed on education and voluntary compliance, while retaining the ability to take enforcement action when necessary to protect public safety and the environment.

Key enforcement priorities include:

- Identification, documentation and monitoring of vessels anchored for extended periods that are more than 30 days within a six-month period
- Confiscation of illegal mooring balls
- Addressing live-aboard activity inconsistent with Town Code
- Enforcement actions related to derelict or abandoned and at-risk vessels
- Mitigating navigational hazards and obstruction of waterways
- Addressing environmental and sanitation concerns impacting the Lagoon

Since September 1, 2025, Palm Beach Marine Officers have made countless efforts to try and identify as many vessel owners as possible in an effort to educate them and to notify them of our enforcement efforts. To date, Marine Officers have confiscated over 40 illegal mooring balls, confiscated 3 abandoned boat tenders, coordinated with FWC for the removal of 2 derelict vessels, and have issued 52 citations for varying reasons, such as, but not limited to, having an illegal mooring, attached to an illegal mooring, having an unregistered vessel, having no anchor lights, and being an at-risk vessel.

Staff will continue to be proactive in their efforts, evaluate enforcement outcomes and trends, and remove moorings and vessels when deemed necessary. Additional updates will be provided to Town Council as implementation of revised ordinances and enforcement practices progresses.

NC/dw

cc: Carolyn Stone, Assistant Town Manager
Robert Miracle, Assistant Town Manager
Paul Brazil, Director of Public Works
Joanne O'Conner, Town Attorney

STRATEGIC PLAN

Strategic Priorities:

Safe and Resilient Community

Strategic Focus Areas:

Quality of Life

FUNDING

Donations

TOWN OF PALM BEACH

Information for Town Council Meeting on: January 13, 2026

To: Town Council

Via: Carolyn Stone, Deputy Town Manager, Business Enterprise and Culture

From: Town Clerk's Office

Re: Request from the Hope for Depression Research Foundation for 2026 Palm Beach Race of Hope to Defeat Depression 5K Event

Date: 12/22/2025

STAFF RECOMMENDATION

Staff recommends that the Mayor and Town Council review and approve the special event permit application submitted by the Hope for Depression Research Foundation for the eighth annual *Palm Beach Race of Hope to Defeat Depression 5K*, beginning and ending in Bradley Park on Saturday, February 14, 2026.

GENERAL INFORMATION

In August 2019, the Town Council passed and adopted Ordinance No. 30-2019, requiring applications for special events that involve leaving the primary event location to utilize public sidewalks, streets, and/or bike paths to receive Town Council approval before the issuance of a special event permit.

The Hope for Depression Research Foundation requests Town Council approval for its Race of Hope event scheduled for Saturday, February 14, 2026, from 3:00 a.m. to 11:30 a.m., beginning and ending in Bradley Park. Approximately 750 participants and 100 spectators are expected. Amplified sound will begin at 7:00 a.m., and the race will begin at 8:00 a.m., with all cleanup completed by 11:30 a.m. Police presence has been confirmed to ensure the safety of participants, spectators, and pedestrians. The special event application materials and proposed route are attached.

Article VII, Section 106-257 of the Town Code of Ordinances governs special events on public property and provides that the maximum total duration of each special event, including assembly and disassembly, shall not exceed five hours. The applicant is requesting approval for a total duration of eight and one-half hours to accommodate event setup, the event itself, and breakdown, as well as permission to begin installation of portable restrooms in Bradley Park on the preceding day, February 13, 2026. Section 106-257 of the Town Code of Ordinances limits Special Events to one event per month per location. The previously approved Preservation Foundation Annual Dinner Dance will also take place during the month of February in Bradley Park on February 27, 2026.

Approval of this application as submitted would therefore require a waiver of these requirements by the Town Council.

FUNDING/FISCAL IMPACT

An application fee of \$5,610.00 is required for the permit, which includes a refundable damage deposit of \$2,500.00. If approved and no damage occurs, the Town will receive \$3,110.00 in revenue.

STRATEGIC PLAN

Strategic Priorities:

Community Culture and Character

Strategic Focus Areas:

Quality of Life

FUNDING

No Fiscal Impact



PERMIT SNAPSHOT REPORT EVENT-25-0281 FOR TOWN OF PALM BEACH

Permit Type Event **Project:** **App Date:** 11/25/2025
Work Class: Special Event **District:** Town of Palm Beach **Exp Date:** NOT AVAILABLE
Status: Submitted - Online **Square Feet:** 0.00 **Completed:** NOT COMPLETED
Valuation: \$0.00 **Assigned To:** **Approval**
Expire Date:
Description: Annual 5K race held by Hope for Depression Research Foundation to raise funds and awareness for depression research.

Parcel: 50434322000001010 Main	Address: 100 Bradley Pl Site Main Palm Beach, FL 33480	Zone: R-B(Zoning District)
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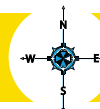
Applicant Connor O'Brien Business: (973) 305-8326 Mobile: (973) 800-9734	Organization HOPE FOR DEPRESSION RESEARCH FOUNDATION 40 W 57TH ST FL 33 NEW YORK, NY 10019 Business: (212) 676-3209	Applicant Katie Krahenbuhl 12 Spielman Rd. Fairfield, NJ 07004 Business: (973) 305-8326 Mobile: (973) 432-1251
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Permit Custom Fields

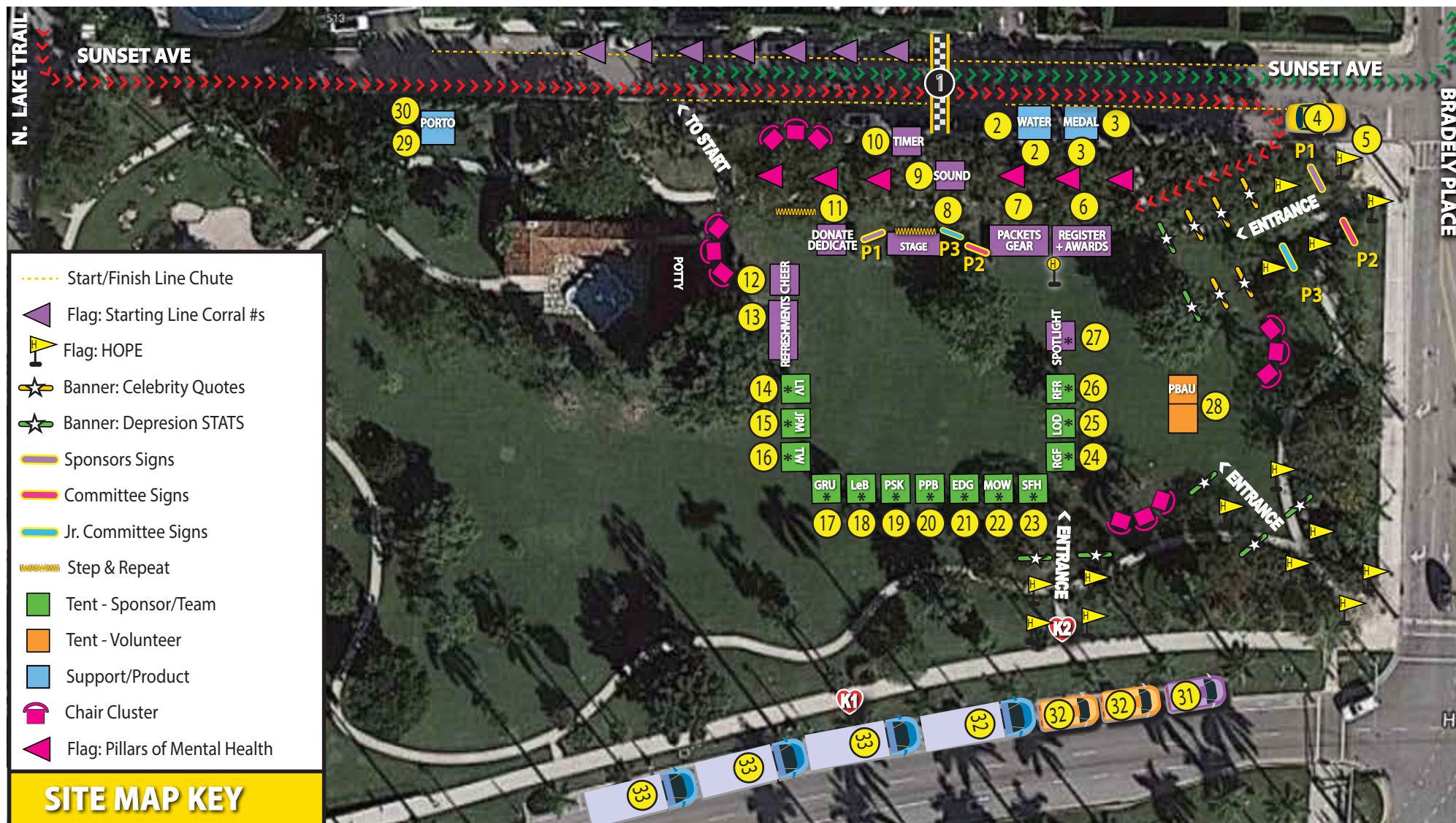
Is the applicant a current town resident?	Yes	Location of event	Bradley Park	Number of Days Until Event	60 days or greater
If on the beach, please specify the location		Date of event	Feb 14 2026 12:00AM	Total number of event hours	8.5
Event set up time	3:00 AM	Breakdown Time	11:30 AM	Number of participants	750
Number of spectators	100	Outline plans for immediate cleanup after event	Course cleanup taking place on rolling basis by vehicle following final runner. Site clean up immediately following awards ceremony that is held at 9:30AM. Cleanup to commence at 10AM.	Event name	Race of Hope Palm Beach
Purpose of event	To raise funds and awareness for depression research via the Hope for Depression Research Foundation.	Is this a repeated event in the Town of Palm Beach	Yes	If yes, date of last event	Feb 15 2025 12:00AM
Check all that apply:	A temporary stage will be utilized , A tent will be utilized , Fundraising will take place , Generators will be utilized , Temporary restrooms will be utilized, Temporary signs will be utilized	If animals will be present, please describe		Current Flood Zone Designation	
Will traffic, parking, or crowd support be needed	Yes	If yes, please specify	Police officers along 5K route to help guide traffic and keep race route closed to vehicular traffic.	Will busses or trolleys be used?	No
If yes, please specify drop-off/pick-up locations		Where will attendees park?	Street parking surrounding Bradley Park.	Any additional information?	

Type of Hold	Created By	Date Created	Hold Origin	Comments	Active
Landmarked or Historically Significant	Emily Lyn	03/06/2025 12:45	50434322000001010		Yes

Attachment File Name	Added On	Added By	Attachment Group	Notes
-----------------------------	-----------------	-----------------	-------------------------	--------------



- | | | | |
|--|------------------------------------|---------------------------------|---|
| 01) Start & Finish Line | 10) Timer (Tent) | 19) Sponsor Tent | 28) Volunteer/Sponsor... PBAU (Tent) |
| 02) Water (Finish Line) | 11) Dedication/Donation (Tent) | 20) Sponsor Tent | 29) Port-a-Johns |
| 03) Medal Stand | 12) Cheer Station/Dog Band. (Tent) | 21) Sponsor Tent | 30) Trash (Hidden behind Port-a-Johns) |
| 04) Vehicle: Gruss (Arrives to Park 7:30 - 7:45AM) | 13) Refreshments (Tent) | 22) Sponsor Tent | 31) Vehicle: Event Cargo Van |
| 05) Unload & Drop Zone (ONLY 6-7:AM Sharp) | 14) Sponsor Tent | 23) Sponsor Tent | 32) Vehicle: PBAU Vans/Bus (Load/Unload vols) |
| 06) Register/Results/Winner's Circle (Tent) | 15) Sponsor Tent | 24) Team Tent | 33) Vehicle: Barwick |
| 07) Gear/Package Pick Up/Elite (Tent) | 16) Team Tent | 25) Team Tent | |
| 08) Stage | 17) Sponsor Tent | 26) Team Tent | |
| 09) Sound | 18) Sponsor Tent | 27) Spotlight/Photobooth (Tent) | |



2026 Race of Hope Palm Beach

Timeline

Date/Time	Action
Friday, February 13	
9:00	A Royal Flush to Arrive to Bradley Park with portable toilets
9:30	Begin setup of Packet Pick Up (PPU) at Mandel Center
11:00	Dumpster Rental Arrives at Hotel
11:15	PPU Volunteers arrive for training
11:00	PPU Starts
2:30 PM	Volunteer meeting to go over course at Bradley Park
4:00 PM	Pick up any last minute refreshments - store in truck overnight (weather dependent)
5:30 PM	PPU ends
Saturday, February 14 (Race Day)	
3:00	Course set up
3:00	All staff arrive to site
3:05	Site build out begins
3:15	Tents off truck
3:30	Grunt Crew arrive
3:30	Tent placement begins
3:35	While tents are being built, tables are being brought to each tent
3:40	Chair cart is taken off truck
3:45	Stage build
4:00	L-poles are being set into place.
4:15	Bike Racks are built and put into place on street
4:20	Start/Finish Truss built
4:30	Step & Repeats are built and put into place
4:40	Medal Stand is built and medals are placed with stand
4:50	Swag is being brought over to t-shirt tent
5:00	Feather Banners in place
5:15	Celebrity Quotes and Stats signage in place
5:30	Hope Flags put into place
5:45	Tent signage hung on tents
6:00	Volunteers arrive to site
6:00	Timing set up
6:30	More Volunteers arrive to site
6:30	Registration Opens
7:00	Amplified Sound Begins
7:00	Course marshalls sent out on course
7:00	Palm Beach Police arrive to site
7:00	EMT arrives
8:00	5K begins
9:15	Awards Ceremony
10:00	Amplified Sound Ends
10:00	EMT depart

2026 Race of Hope Palm Beach
Timeline

Date/Time	Action
10:00	PD Depart
10:00	Event Site Breakdown Begins
11:30	Event Site Breakdown Complete
11:45	
Sunday, February 15	
10:00	Barwick Group departs Palm Beach

Race of Hope Palm Beach Equipment



Start/Finish Line Truss
Bike Rack with Mesh
Branded Tent

Race of Hope Palm Beach Equipment



Stage w/ backdrop and podium
L-Pole Signage
Flag Signage

Race of Hope Palm Beach Equipment



L-Pole Signage
10x10 Pop up Tents

TOWN OF PALM BEACH

Information for Town Council Meeting on January 13, 2026

To: Mayor and Town Council

Via: Kirk W. Blouin, Town Manager

From: Peter Harris, Recreation Advisory Commission Chairperson

Re: Recreation Advisory Commission Annual Presentation

Date: January 13, 2026

GENERAL INFORMATION

The contents of the annual Recreation Advisory Commission (RAC) report include the following:

Commission Membership/Meetings

Par 3 Golf Course

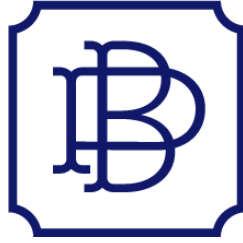
Tennis Operations

Recreation Operations

Commission Membership/Meetings

The RAC is comprised of seven regular members. Each member serves a three-year term, with a chairperson and vice-chairperson selected as necessary. The Commission held three regular meetings in the fiscal year 2024 (October, January, and April). The current Commission membership is as follows:

Commissioner	Position	Term Expires
Peter Harris	Chair	4/30/27
Susan Watts	Vice-Chair	4/30/27
Millie Dayton	Regular Member	4/30/28
Patty Garvy	Regular Member	4/30/28
David Missner	Regular Member	4/30/26
Devon Roush	Regular Member	4/30/26
Carolyn Ryan	Regular Member	4/30/28



Town of Palm Beach Recreation

Overview

Building on the transformative momentum of FY24, this past year saw continued record-breaking revenues, facility enhancements, strategic restructuring, and the successful rollout of new systems that have modernized operations and improved customer experience.

The department's focus on quality, innovation, and community engagement continues to yield impressive results. Tennis achieved a historic milestone by finishing the year in the black, with revenues outpacing expenses, for the first time on record. Recreation programming nearly matched last year's all-time revenue record despite operational transitions and a restructuring in fitness management. Golf once again served as the department's financial anchor, recording its fifth straight year of revenue growth and further reinforcing its status as a premier public course.

FY25 demonstrates that the department is not simply meeting community expectations—it is exceeding them, strengthening operational efficiency, expanding high-quality offerings, and creating meaningful experiences that enhance the vitality and cohesion of the Palm Beach community.

Par 3 Golf Course

FY25 marked another record year for the Palm Beach Par 3, driven by a strategic focus on improving playing conditions, elevating customer service, and balancing rounds with a premium experience. Despite staff intentionally limiting annual rounds to approximately 50,000 to protect course health, revenue increased again, reaching more than \$5.48 million, up from last year's record of \$5.32 million.

The Par 3 continued its multi-year investment strategy to maintain and enhance course quality and infrastructure:

- Structural spalling repairs to the clubhouse were completed over the summer, protecting the building's integrity for years to come.
- A new fleet of Club Car golf carts arrived in September, offering greater reliability and comfort for players.
- Two full green aerifications were completed, and the maintenance fleet was upgraded with a Salsco HP11-III greens roller, improving smoothness, ball roll, and long-term turf health.
- Tree trimming was performed course-wide in preparation for hurricane season.

- The range was upgraded with a new Fiberbuilt Golf mat, enhancing durability and playability.
- All maintenance staff are now outfitted in uniforms, elevating professionalism and branding consistency.
- Safety and infrastructure improvements were enhanced through the installation of Kafka—a durable, permeable aggregate stabilization material—in strategic cart path locations, reducing washouts in erosion-prone crushed rock areas, improving pedestrian safety, and lowering long-term maintenance needs.

The introduction of robotic mowers—first tested in FY24—remains a transformational asset, allowing nighttime mowing and freeing staff to focus on higher-impact maintenance tasks during the day.

Retail, Instruction & Customer Experience

The pro shop recorded its strongest performance on record, generating just under \$1 million in sales and earning a nomination for a National PGA Award in recognition of excellence in merchandising, staff service, and overall guest experience. Instructional programs continued to rank among the strongest in the region, with former PGA Tour player Trevor Dodds and award-winning coach Dan Tzivanis operating at full capacity throughout the year and providing elite instruction that attracts golfers from across the country. These efforts were further reinforced by marketing and outreach initiatives, with the customer database surpassing 45,000 golfers. At the same time, capital improvement planning progressed, including architectural work to reopen the former clubhouse bathrooms and expand restroom access for players at the turn, practice range, and putting green. Collectively, these accomplishments underscore the Palm Beach Par 3's position as one of the community's most valued recreational assets—financially strong, operationally efficient, and nationally recognized.

Seaview Tennis Center and Phipps Ocean Park Racquet Center

FY25 was a banner year for tennis in Palm Beach. For the first time on record, the division achieved a net operating profit, with revenue increasing an extraordinary 59% over FY24, reaching \$849,408. Achieving a net operating profit is a rare accomplishment for a municipally operated tennis program, making this milestone particularly noteworthy.

Phipps Ocean Park Racquet Center Renovation

A significant milestone of FY25 was the renovation of Phipps Ocean Park Tennis Center, which reopened in late fall with:

- Six fully refurbished clay courts
- New fencing
- Two new dedicated pickleball courts
- New sidewalks
- Freshly painted buildings

In recognition of its expanded offerings, staff requested approval to rename the facility the Phipps Ocean Park Racquet Center, aligning its identity with modern racquet sport trends and

community use. The Recreation Advisory Commission approved this change during their October meeting.

Programming, Leagues & Clinics

The year featured strong growth in both youth and adult participation:

- New clinics were added at both facilities with high attendance.
- A men's tennis team was launched at Phipps.
- Mixed Doubles, Doubles, and Singles Championships were held, receiving excellent community feedback.
- The Seaview women's team won the Queen I Division of the Queen League summer season.
- Daily clinics have been added and are well attended by residents.

Court utilization remained extremely high, especially during peak hours, and was carefully managed to ensure equitable access for residents. A new partnership with Palm Beach Day Academy (PBDA) brought a student training program to Phipps, increasing youth participation and strengthening community ties.

Recreation Operations

FY25 was a pivotal year for Recreation, marked by programming innovation, technological modernization, and continued strong participation. Despite a significant transition in fitness operations and some programming adjustments, Recreation revenue remained strong at \$1,033,674, nearly matching FY24's record.

Fitness

FY25 represented the most significant period of operational change in the Fitness Center's history. In July, the Town assumed complete control of all fitness operations, accompanied by the hiring of a new Fitness Supervisor to oversee daily operations and enhance member engagement. The facility layout was redesigned to improve space utilization, circulation, and overall usability, and new equipment was added. The center also transitioned to an Approved Personal Trainer System, increasing flexibility and service quality for residents. Group fitness offerings expanded, particularly through enhanced GroupX programming, and membership has remained strong, eclipsing the 300 active member mark during this past season.

Programming

The programming lineup expanded with the introduction of 11 new programs in the fall, bringing the total number of enrichment offerings to 57. New additions included dance, gymnastics, cheer, canasta, Brain Boosters, and a variety of craft workshops. Language programs in Italian and French achieved record enrollment, while demand for Mah Jongg was so strong that sessions were extended. Preschool programming—such as Mommy & Me, Story Time Soccer, Little Hoopsters, and Systema—continued to thrive, and Adult Cardio Tap debuted successfully as a popular fitness-arts hybrid.

Family programming remained a cornerstone of the department's offerings, featuring well-attended events such as Mandel's 5th Birthday Bash, the Chocolate Workshop, Movie Nights

(including Wish and The Polar Express), the Snowball Dance, and the Spring Celebration Egg Hunt. In addition, a new After School Program event, Welcome Back Family Game Night, was introduced and received exceptional feedback from participants.

Camp Palm Beach once again reached full capacity across all weeks, supported by expanded field trip opportunities made possible through the upgrade to professional charter transportation. Friends of Recreation continued their meaningful support by providing camp scholarships for Town employee families. The After School Program also reached full capacity for non-residents, with strong daily participation and the establishment of new family event traditions.

Seaview Park

FY25 included significant upgrades and maintenance projects that improved usability, aesthetics, and long-term sustainability:

- Full warranty-covered repainting of the Mandel Recreation Center, tennis colonnade, pro shop, and playground walls
- Repaired irrigation and improved water distribution
- Fresh mulch throughout the park
- Overseeding, fertilizing, and enhanced turf care
- Installation of robotic mowers for the athletic field and front lawn
- Tree trimming and selective tree relocations to improve access to the hitting wall area
- Seaview lot parking designation change was approved by RAC and Town Council, with signage installation completed in May (this made the lot for Seaview Park users only)
- The concept of athletic field lighting received conceptual approval from both RAC and Town Council. It is currently in a holding pattern until further decisions are made by the Friends of Recreation.

Some additional highlights of recreation:

- Facility rentals were popular in FY25, the Mandel Recreation Center and Seaview Park, hosted a number of private and community events, including The Palm Beach Civic Association's Welcome Back Community Forum on November 7th
- The fitness center team put on 7 coffee and conversation events for residents throughout the year, focusing on a different aspect of fitness or wellbeing during each session
- One year after launching DaySmart (recreation) and PlayByPoint (tennis), digital transformation has produced clear benefits: 45% of program registrations were completed online in Q4.
- The Seaview Café, which opened in May 2023, continues to grow in popularity. Residents and guests are enjoying the grab-and-go fresh food options, smoothies, and fresh-pressed espresso drinks.
- The Mandel Recreation Center is the central polling location on the island and held the Town's general election on Tuesday, November 5, 2024, coordinating with secret service and county officials
- The Valentine Family Social held on February 9, saw families dancing and enjoying light bites, games, and a photo booth
- Family Event Nights gained popularity, included a Ghoulish Game Night and a Winter Wonderland Workshop, creating a sense of community and fun for families

- The Mad Hatter Tea Party was held on April 20, which was completed with a visit from Alice in Wonderland
- Marketing and communication efforts of the department are continuing to grow, with the weekly RecConnect leading the way reaching over 3,000 subscribers. The emails have an extremely high open rate, currently 56%, significantly above the 18% average across all industries. Instagram followers (townofpalmbeachrecreation) are over 3,500 and counting, resulting in more direct communication with the community
- ScreenCloud digital signage is now active in the Mandel and tennis centers, offering real-time program information, weather updates, schedules, and event notices.
- The proposed pergola is in final preparations for its installation in late January
- Staff put on the annual Spring Celebration that nearly 300 residents enjoyed as 4,000 candy-filled eggs were scattered across the Oakley Gage Debbs field in April
- Staff put on the Mandel's 5th Birthday Bash on January 25, 2025 with around 250 residents in attendance throughout the event that included steel drums, games, a bounce house, photo booth, and makeup artists
- The Halloween Happenings event had great participation, with over 250 residents
- The Palm Beach County City Managers hosted their monthly meeting at the Mandel in September, with 30 representatives from city managers' offices across the county

Conclusion

FY25 was a year defined by strategic growth, operational modernization, and community connection. The Recreation Department continued to deliver meaningful, high-quality experiences while maintaining the stewardship, innovation, and excellence expected by Palm Beach residents.

The RAC, working closely with staff, celebrated substantial achievements this year—including historic financial milestones, facility enhancements, expanded programming, and the continued evolution of the Town's recreation landscape. As we look ahead to 2026, the department remains committed to elevating service quality, advancing capital projects, and fostering the health, happiness, and vibrancy of the Palm Beach community.

Mark your calendars:

Mandel's 6th Birthday Celebration — Saturday, January 24, 2026

on the front lawn, enjoy brunch bites and family-friendly games and music

Year-by-year revenue dashboard by division:

Year	2021	2022	2023	2024	2025
Tennis	\$348,178	\$426,063	\$480,097	\$532,743	\$849,408
Rec	\$565,206	\$821,079	\$926,179	\$1,062,210	\$1,033,674
Golf	\$3,651,435	\$4,342,191	\$5,096,539	\$5,324,660	\$5,484,151

Year-by-year expense dashboard by division:

Year	2021	2022	2023	2024	2025
Tennis	\$411,623	\$473,606	\$503,931	\$712,421	\$817,488
Rec	\$1,081,014	\$1,148,916	\$1,340,904	\$1,542,109	\$1,547,381
Golf	\$1,673,791	\$2,481,635	\$3,226,494	\$3,133,580	\$3,372,406

Our mission is to cultivate a vibrant and inviting environment through exceptional recreation programs, distinguished facilities, and unparalleled services, enhancing the vitality of our residents and guests by fostering longevity, health, and happiness, all while providing a world-class experience.



cc: Recreation Advisory Commission
Carolyn Stone, Deputy Town Manager
Mark Bresnahan, Director of Recreation
Rance Gaede, Assistant Director of Recreation
Tony Chateauvert, Golf Manager
Lauren Bayard, Office Manager

TOWN OF PALM BEACH

Information for Town Council Meeting on: January 13, 2026

To: Town Council

Via: Kirk W. Blouin, Town Manager

From: Kelly Churney, CMC, Town Clerk

Re: Appointments to the Code Enforcement Board

Date: 1/5/2026

Staff recommends that the Town Council review the submitted applications and appoint two (2) regular members to the Code Enforcement Board to fill the vacancies created by the expiration of the terms of Martin Klein and John B. McGowan. Mr. Klein has completed his second term and is ineligible for reappointment at this time. Mr. McGowan's term expires on April 3, 2026, and he is eligible for reappointment.

The Town Clerk's office has received the following applications:

REAPPOINTMENT

John McGowan, 210 Esplanade Way, Palm Beach, FL

PROMOTION TO REGULAR MEMBER

Angel Arroyo, 215 S. County Road, Palm Beach, FL

John Cohen, 2778 S. Ocean Blvd., Apt 405N, Palm Beach, FL

All applications are on file in the Town Clerk's office and available for review upon request.

STRATEGIC PLAN

Strategic Priorities:

Governmental Leadership and Innovation, Community Culture and Character

Strategic Focus Areas:

Cooperative Relationships

Collaborative Town Government

FUNDING

No Fiscal Impact

CODE ENFORCEMENT BOARD

Next Appointment: **January 13, 2026, Town Council meeting**

Openings advertised via news release: **November 4, 2025**

Deadline to submit applications: **Friday, January 2, 2026, by 5:00 p.m.**

Number of openings: **2 Regular Members**

Applicants

NAME	SEEKING
John McGowan	Reappointment
Angel Arroyo	Promotion to Regular Member
John Cohen	Promotion to Regular Member

Current Members and open seats

NAME	TERM EXPIRES
Regular Members	
Martin I. Klein, Chair***	1/12/26
Scotch Peloso, Vice Chair	4/1/27
Dave Brooker	4/1/28
Harris Fried	3/12/27
John B. McGowan	4/3/26
Chris Larmoyeux	3/12/27
Pamela Saba	4/1/28
Alternate Members	
Angel Arroyo	3/4/28
John P. Cohen	3/12/27

Highlighted in yellow=term currently expiring/vacant

*=Applied for reappointment

**=Applied for appointment from alternate member to regular member

***=Termed out

Ballot For Appointment of Regular Members
to the Code Enforcement Board
January 13, 2026, Town Council Meeting

Position(s) to be filled: __1__ **Regular Members for Immediate Appointment**

Please circle __1__ names from the list of names appearing below.

Regular Member(s) Applying for Reappointment

John McGowan

Regular Member(s) Applying for Promotion

Angel Arroyo

John Cohen

Signature of Town Council Member: _____
Town Council Member

Ballot For Appointment of Regular Members
to the Code Enforcement Board
January 13, 2026, Town Council Meeting

Position(s) to be filled: __1__ **Regular Members to begin April 3, 2026**

Please circle __1__ names from the list of names appearing below.

Regular Member(s) Applying for Reappointment

John McGowan

Regular Member(s) Applying for Promotion

Angel Arroyo

John Cohen

Signature of Town Council Member: _____
Town Council Member

Code Enforcement Board Attendance Record 2025

Member	1/16	2/20	3/20	4/17	5/15	6/26	7/17	8/21	9/18	10/16	11/20	12/18
Martin Klein Chairman	(Regular Member as of 1/2021 - Term 1 serving more than 50%, Re-elected 1/2023 - Term 2)											
	P	P	P	P	P	P	E	P	P	E	P	P
Term Exp. 1/2026												
Scotch Peloso Vice Chairman	(Regular Member as of 4/2021 - Term 1, Re-elected 4/2024 - Term 2)											
	P	P	P	P	P	P	P	P	E	P	P	P
Term Exp. 4/2027												
John B. McGowan Jr.	(Regular Member as of 8/2022, Term 1)											
	P	P	P	P	P	P	P	P	P	E	P	E
Term Exp. 4/2026												
Chris Larmoyeux	(Regular Member as of 4/2021 - Term 1, Re-elected 4/2024 Term 2)											
	P	P	P	E	P	P	P	P	P	P	P	P
Term Exp. 4/2027												
Pamela Saba	(Regular Member as of 4/ 2022 - Term 1, Alternate Member as of 4/2020)											
	P	P	P	P	P	P	P	P	P	P	P	P
Term Exp. 4/2028												
Harris Fried	(Regular Member as of 4/2024 - Term 1, Alternate Member as of 8/2022)											
	P	P	P	P	P	P	P	P	P	P	P	P
Term Exp. 4/2027												
Dave Brooker	(Regular Member- filled Mr. Majtlis partial term, member as of 8/2024)											
	P	P	P	P	P	P	P	P	P	P	P	P
Term Exp. 4/2028												
John P. Cohen	(Alternate Member as of 4/2024 - Term 1)											
	P	E	E	E	P	P	P	E	P	P	P	P
Term Exp. 4/2027												
Angel Arroyo	(Alternate Member as of 3/2025 - Term 1)											
	NM	NM	P	P	P	P	P	P	P	P	P	P
Term Exp. 3/2028												
Armand Harris	(Alternate Member as of 4/2024 Term 1)											
	P	P										

LEGEND: P= Present
 E- Excused
 U= Unexcused Absence
 A= Absence pending classification as excused or unexcused
 X= No meeting date
 NM = Not a member at time of meeting
 * = special session, attendance not mandatory
 Q = would have attended, but no meeting due to lack of a quorum
 C= Meeting cancelled due to Town Emergency
 V= Audio/Visual problems from Zoom meeting

TOWN OF PALM BEACH

Information for Town Council Meeting on: January 13, 2026

To: Town Council

Via: Kirk W. Blouin, Town Manager

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

Re: Shore Protection Board Recommendation for Study of Mid-Town Beach
Renourishment Options

Date: 12/22/2025

STAFF RECOMMENDATION

The Shore Protection Board passed a motion to recommend that the Town Council direct staff to perform a study to determine the impacts of the Mid-Town Beach Renourishment project no longer being a Federal Project.

GENERAL INFORMATION

At the November 20, 2025 Shore Protection Board meeting, staff presented the same presentation that was presented to Town Council in August 2025. This presentation is attached. This presentation shows the history of the Mid-Town Beach Renourishment project from the initial project area of 1995 until the current project, which will be constructed in February of 2026. Staff described the Federal constraints to the project past the upcoming project construction, if perpetual easements are not acquired from the 9 parcels identified in the presentation. Based on the agreements presented at the September Town Council meeting, all future Federal Beach Renourishment projects will require perpetual easements which include public use from all properties within the project boundaries. Assuming the 9 parcels continue to refuse perpetual easements, staff do not expect a future Federal project in Mid-Town. Therefore, the Shore Protection Board recommends a study to determine what alternative projects would be necessary to maintain the level of shore protection for the shore from Clarke Beach south to Banyan Road.

FUNDING/FISCAL IMPACT

If approved staff would request a proposal from one of the continuing services coastal engineering consultants.

STRATEGIC PLAN

Strategic Priorities:

Community Culture and Character, Environmental Stewardship

Strategic Focus Areas:

Community Preservation

Management of Environmental Threats

FUNDING

Coastal

TOWN OF PALM BEACH

Information for Town Council Meeting on: January 13, 2026

To: Town Council

Via: Kirk W. Blouin, Town Manager

From: Town Manager's Office

Re: Monumental Public Art Gift Donation Request/Proposal

Date: 12/27/2025

Contemporary artist Karl Lagasse submitted a formal proposal for a monumental public art gift to the Town of Palm Beach on December 27, 2025, via email. Mr. Lagasse offers the Town his most recent monumental work, The World's Largest Dollar, as a cultural gift intended for public display. This exceptional sculpture stands 26 feet in height, weighs approximately 7 tons, is made of bronze, and is estimated to be worth \$5 million in artistic value. Following the Town's donation administrative procedure, this donation request is submitted for the Town Council's discussion and consideration.

STRATEGIC PLAN

Strategic Priorities:

Community Culture and Character

Strategic Focus Areas:

Sustainable Management of Town Assets

FUNDING

Donations

From: [karine icher](#)
To: [Town Manager](#)
Cc: [Town Clerks Staff](#)
Subject: Art piece donation by Karl Lagasse
Date: Saturday, December 27, 2025 1:46:04 PM
Attachments: [Karl for Palm beach.pdf](#)
[appraisal \\$ 8m.pdf](#)

*******STOP:** 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.*****

Subject: Formal Proposal for a Monumental Public Art Gift to the Town of Palm Beach

To the Honorable Mayor and Esteemed Members of the Town Council,

I am writing to you in my capacity as a representative of the internationally acclaimed contemporary artist Karl Lagasse, to respectfully submit a formal artistic proposal for the Town of Palm Beach.

Mr. Lagasse wishes to offer to the Town his most recent monumental work, The World's Largest Dollar, as a cultural gift intended for public display. This exceptional sculpture stands 26 feet in height, weighs approximately 7 tons, made in Bronze and carries an estimated artistic value of five million dollars.

This work, recognized as the largest Dollar sculpture in the world, is conceived as a symbolic reflection on prosperity, legacy, and American cultural identity. Mr. Lagasse would be deeply honored to see this piece installed in a strategic and distinguished public location within the Town of Palm Beach, a community internationally recognized for its heritage, refinement, and commitment to excellence.

The proposed installation would constitute a significant cultural contribution to the Town, offering residents and visitors alike a landmark artwork of international stature, while respecting the architectural harmony and aesthetic standards that define Palm Beach.

I would welcome the opportunity to discuss this proposal further, whether by telephone or in person, and to address any considerations regarding placement, logistics, or municipal review processes.

Thank you for your time, attention, and consideration of this proposal. I remain at your disposal for any additional information the Town may require.

Respectfully submitted,

Karine Icher
407.702.7294
icherkarine@yahoo.com



One Dollar , One Nation , One Legacy

KARL LAGASSE

Karl Lagasse was born on April 4, 1981, in Paris, into a family of artists. He grew up in Deauville, Calvados, Normandy, where he attended Fracasse Elementary School and then André Maurois High School. Introduced to art at a very early age, he began making collages for his mother at the age of 7. It was during this time that he met the famous sculptor César, who encouraged him to persevere in this direction and pursue his artistic path. A little later, he explored a new means of expression by painting, but never abandoned collage, his first true passion.

Karl Lagasse's career began in 1996 with the sale of his first work in Antwerp, when he was 15 years old.

A few years later, in 2003, he prepared his first exhibition in Paris, where he exhibited his works, which combined collage and painting, as Yvaral Vasarely, son of Hungarian visual artist Victor Vasarely, had suggested when they met in 1998.

He began sculpting in 2004 and found inspiration in watching White Nights. He then began searching for his style and began the "Buildings" series, "totem" works composed of different materials. That same year, he left Paris to settle in Normandy, where he transformed the ground floor of his mother's house into a gallery he named "the Workshop" located at in Deauville). There, he exhibited his works and provided a showcase for other artists such as Nasty.

In 2006, Isy Brachot (a famous Brussels gallery) held an exhibition of his work. Only one painting failed to find a buyer. Karl Lagasse then offered it to a buyer who was unable to acquire it.

In 2008, he returned to Paris to exhibit at the Espace Pierre Cardin, Champs Elysée . Paintings, sculptures, and photographs were presented. A film about the creation of the works was also screened.

In 2009, he created one of the artist's most emblematic works, One Dollar. This work stems from his admiration for the United States but also symbolizes what can be done with a single dollar: "Making art with \$1."

In 2010, he was chosen to represent the town of Deauville (Normandy) at the "Horsemania" world equestrian championship held in Lexington

(United States), a town twinned with the Normandy seaside resort, for which he created a sculpture. After the internationally acclaimed "One Dollar," he presented another work that would also become iconic: "Cryptogram One." It was first discovered by the public at the Art Monaco fair in 2011.

To celebrate the 65th anniversary of the Cannes Film Festival in 2012, he created a 2.80 m x 60cm wide "Building" made of cement, wood, glass, and photos in collaboration with Corbis and exhibited it at the Carlton Cinema Club. Artists attending the festival were invited to sign the work and leave a message. This was done, among others, by José Garcia, Michel Hazanvisius, Bérénice Bejo, Gad Elmaleh, as well as Cuba Gooding Jr., Tim Roth, Matthew McConaughey, and Zac Efron.

Matthew McConaughey signing the work created by Karl Lagasse for the 65th anniversary of the Cannes Film Festival.

The same year, Karl Lagasse presented the city of Deauville with a "Cryptogram One." » made of bronze. The sculpture, which measures 1.90 m high and 30 cm wide, is installed at the entrance to the city (at the beginning of Avenue de la République) and inaugurated by the mayor, Philippe Augier, on August 5, 2012.

Maserati first contacted Karl Lagasse in 2014, with a view to collaborating to celebrate the centenary of the prestigious Italian brand and the worldwide launch of the new Ghibli. This model served as the basis for the work entitled "Psalm 2." It was presented to the public at the Art Paris Art Fair that same year.

A year after their first collaboration, Karl Lagasse and Maserati reunited for a monumental installation entitled "A Piece of Heaven on Earth." This work consists of a Maserati covered in white plastic and a statue of Jesus Christ, at whose feet several One Dollar sculptures represent the repayment of the greatest debt of humanity. The public discovered this installation at the 2015 Art Paris Art Fair.

In 2016, a 2-meter-high "One Dollar," made entirely of bronze, was exhibited at the Art Paris Art Fair, Grand Palais. The President of the French Republic personally congratulated him on his work. That same year, he exhibited at the Atrium Gallery in Marbella, where he presented several new paintings and sculptures.

The opening was attended by his wife, Cherise Lagasse, an opera singer (she performed several pieces from her repertoire for the occasion), the city's Mayor, Jose Bernal Gutierrez, and the international press.

In December 2016, one of his sculptures was put up for sale for €60,000. In 2017, Karl Lagasse created the trophy awarding the winners of the 43rd Deauville American Film Festival.

In 2019: Stars from the world of cinema are crazy about the Lagasse Dollar:

In 2021: Sculpture artist Karl Lagasse opens gallery at the Hill Country Galleria in Bee Cave

In 2022:

- One of One dollars by Karl Lagasse in the Cyberspace City in Times Square, NY City, was projected on the Nasdaq screen. An exceptional event aroused the curiosity of the whole world. A unique dollar, 1/1, was created for this occasion. Traded on the Nasdaq for this special occasion, 3/27/2022

Since 2022, Karl Lagasse has been represented at the Gallery Gervais & Gautret - Ibiza, Spain

- Austin Solo Art Show: An exhibition held in Austin, TX, dedicated solely to the works of Karl Lagasse, a success Karl Lagasse enters the select group of artists whose works exceed \$100,000 (Art price article)

In 2023:

- A 6-foot, 5-inch bronze Lagasse dollar is installed in front of the St. Regis Hotel in Aspen. An event promoted by the hotel chain in all its resorts worldwide (Aspen Times article)



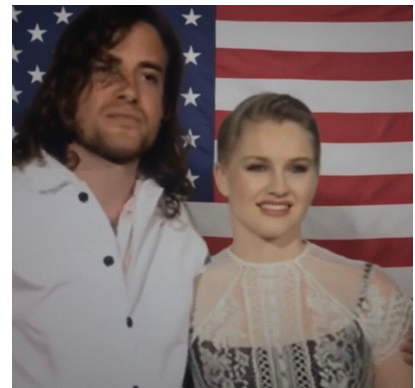
In 2024:

- Art Basel Miami Expo, FL
- A new trophy is created by Karl Lagasse for the Deauville American Film Festival. It's worth noting that Karl Lagasse has been designing the festival's trophies since 2017. He has thus become a key figure at the Deauville Festival and is appreciated by all the biggest stars of American cinema (Natalie Portman, Michael Douglas, Johnny Depp, Emilia Clarke, and many more).

In 2025:

- On September 8, 2025, the Mayor of Deauville (Philippe Augier) inaugurate the permanent installation of the monumental sculpture "Reflexion of the Sun" by Karl Lagasse in the city center.

Karl Lagasse married renowned American singer Cherise Lagasse on August 14, 2015, in the iconic Loretto Chapel in Santa Fe, New Mexico. Together, they have since built a family and are proud parents of four children.



On August 26, 2022, Karl Lagasse officially became an American citizen during a naturalization ceremony held in San Antonio, Texas. This moment marked the fulfillment of a lifelong dream. Born and raised in Normandy, France, Karl had always admired the United States, a country whose values, freedom, and creative energy deeply inspired him from an early age. The American spirit has long been an integral part of his life and artistic vision.

This profound connection to the United States is a central reason why the one-dollar bill holds such a powerful presence in his work. The \$1 bill has become a defining symbol in his artistic language and the iconic piece that brought him international recognition, embodying his fascination with American culture, ambition, and possibility.

Karl felt compelled to use the American one-dollar bill in his sculptural work due to its symbolism.

The phrase on the back of the bill, "In God We Trust", resonated to Karl at a young age.

He was awestruck that such an admirable expression, so far from what he supposed commercial trade to be, would be seen on a bill.

The dollar with stars and stripes, conjures a single image, a powerful and unique symbol with all the values embodying the United States of America; and that sets it universally apart.

The one-dollar bill has possessed an innate and immutable beauty since 1864.

By multiplying the bill size to increase the size of the smallest details, by playing with colors and angles, in folding its surfaces to create a work of art; he accomplished his purpose of helping children, and even adults discover the graphic beauty of the bill and the meaning of all its symbolism and Latin maxims displayed on both faces of the one-dollar bill, so that the ethic guiding the founders would be remembered.

Karl created his dollar series to remind us of the never-ending wealth of creation and invention that characterize the American people.

Due to their folds, the sculptures can stand up by themselves, either vertically or horizontally.

They bend but do not break.

From a single, simple bank note, one can create new objects of various shapes and colors- objects intimately mixing their aesthetic qualities to the deeper meaning of the values that continue to overwhelm the world.

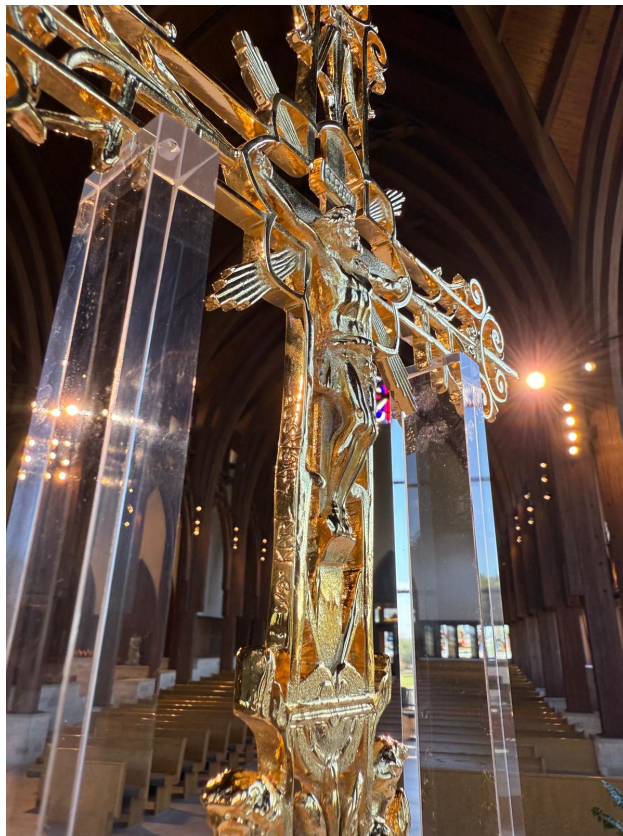
They symbolize the tenacity and the capacity of the American to adapt to change and remain, standing no matter what life throws at them, trusting in the future.

Ultimately Karl is hoping to communicate through his dollar sculpture the powerful message of strength that is universal. The one-dollar bill is a symbol of freedom and the self-made man.

Over the years, Karl Lagasse's artistic work has expanded far beyond his iconic dollar sculptures to encompass a wide range of creations. His body of work now includes other sculptural pieces such as the Cryptogram, as well as paintings conveying powerful and thought-provoking messages.

Karl Lagasse is also the creator of the official trophy for the Deauville American Film Festival, another tribute to his deep and enduring connection to his country of heart, the United States.

Most recently, he has unveiled a new major body of work entitled The Ascension of the Christ, a



contemporary creation developed in multiple forms and sizes. This new series marks a significant spiritual and artistic evolution in his career, blending faith, symbolism, and modern expression.

Karl Lagasse was baptized in Deauville as a Catholic in 2012 after three years of in-depth Bible study. Later, in Bayeux, he received the Sacrament of Confirmation in 2013, following an additional year of biblical education at the parish of Deauville in Normandy, near Omaha Beach, a place deeply rooted in both history and faith.

Karl Lagasse's Monumental Masterpiece: The World's Largest One Dollar Bill in Bronze

Karl Lagasse, has recently unveiled his latest masterpiece: the world's largest one dollar bill in bronze. Standing at an impressive height of 26feet, this monumental artwork is a true testament to Lagasse's talent and creativity.

This larger than life one dollar bill, meticulously crafted in bronze, is a stunning representation of Lagasse's dedication to pushing the boundaries of traditional art forms.

Made in Germany, this extraordinary piece will soon make its way back to the US, with a dream in Karl's mind.



Karl made the US one-dollar bill the centerpiece of his sculptural work, fascinated by its powerful symbolism. The motto "In God We Trust" inscribed on the back of the bill had a profound impact on the artist from a young age, struck by the contrast between a spiritual expression and the commercial nature of the object. With his "One Dollar" sculptures, Lagasse pays homage to this inspiring motto. The bill, with its stars and stripes, has embodied the iconic image of the United States and its global influence since 1864.

The artist enlarges the bill to reveal its smallest details, playing with colors, angles, and folds to create works that rediscover the graphic beauty of the bill and the meaning of its Latin symbols and maxims, reminding us of the ethical values of America's founding fathers.

The "One Dollar" sculptures are also a tribute to the American people, a mosaic of cultures united by a common belief.

They celebrate the infinite creativity and ingenuity of this people, and their ability to rise above challenges, symbolized by the folds that allow the sculptures to stand upright. They embody perseverance and optimism, conveying a message of hope and strength through the universal symbol of the one-dollar bill.

Transportation and Specifications :

The transportation of this colossal artwork is no small feat, with a weight of 7 tons and a length of 26 feet. The logistics involved in moving such a massive sculpture require careful planning and coordination to ensure its safe arrival at its destination. The entire journey will be filmed. From the workshop , to the pier of embarkation , then going into an open container by boat , it will probably take a month for this one dollar to cross Atlantic Ocean.

But , with one dollar in hands , everything is possible !

Specifications :

- 26 feet height
- 7 tons
- 1 foot depth
- 10.2 feet width
- 100% pure bronze
- Largest 1\$ bill in the world
- 7 years to complete
- Attach a US appraisal of the master piece by the appraiser Christian Cheneau, estimated in 2021 at \$4,000,000. Now more likely \$5M.

In conclusion, it would be a profound honor for Karl Lagasse to see his master piece exhibited in the city of Palm Beach.

Karl Lagasse's strong personal and artistic connection to Florida further made this choice an obvious and natural one. The state holds a special place in his heart, both as a source of inspiration and as a symbol of opportunity, freedom, and American spirit. This art piece would be a donation to city.

Thank you sincerely for taking the time to review this presentation. We remain hopeful for a positive continuation and the opportunity to move forward together.

Yours sincerely,

Team Lagasse

Contact :

Karine Icher

Team Lagasse collaborator and former LPGA Player

icherkarine@yahoo.com

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CHRISTIAN A. CHENEAU
Modern & Contemporary Art

TO WHOM IT MAY CONCERN

ESTIMATED VALUE

August 20, 2021

KARL LAGASSE
BRONZE ORIGINAL SCULPTURE



Title: "One Dollar Bronze"

Size: Height: 26' x 2 ½ "x 11'

Weight: About 5 tons

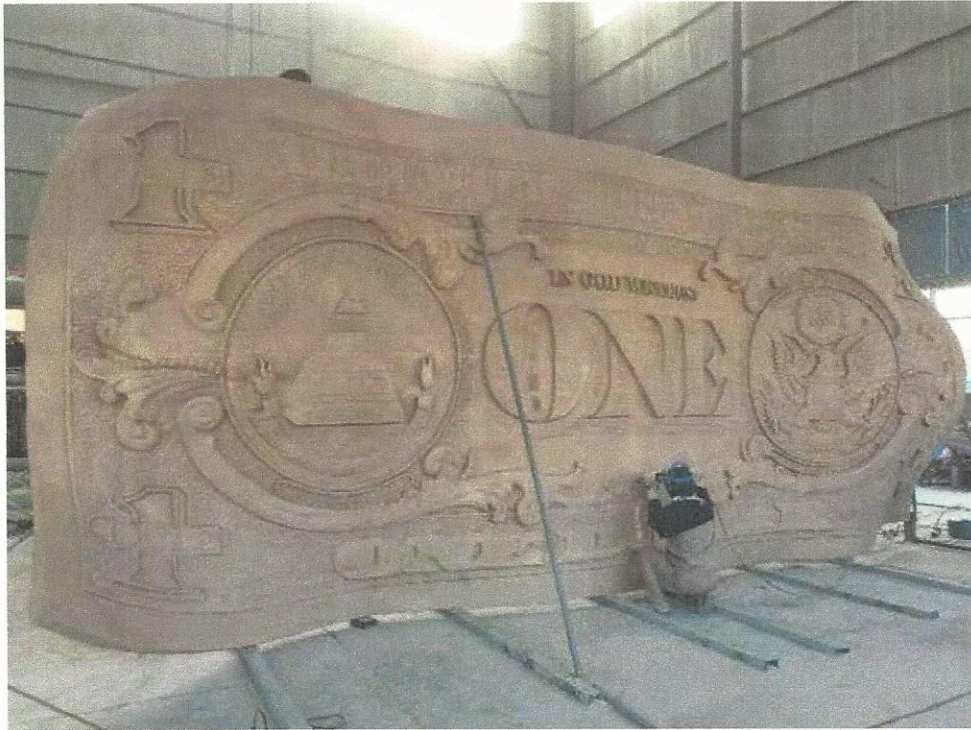
I, Christian Cheneau, certify that to my opinion and regarding the size, weight and creativity, as well as the international reputation of the artist, I estimate the total value of the relevant sculpture at more or less \$4,000,000.

Christian Cheneau

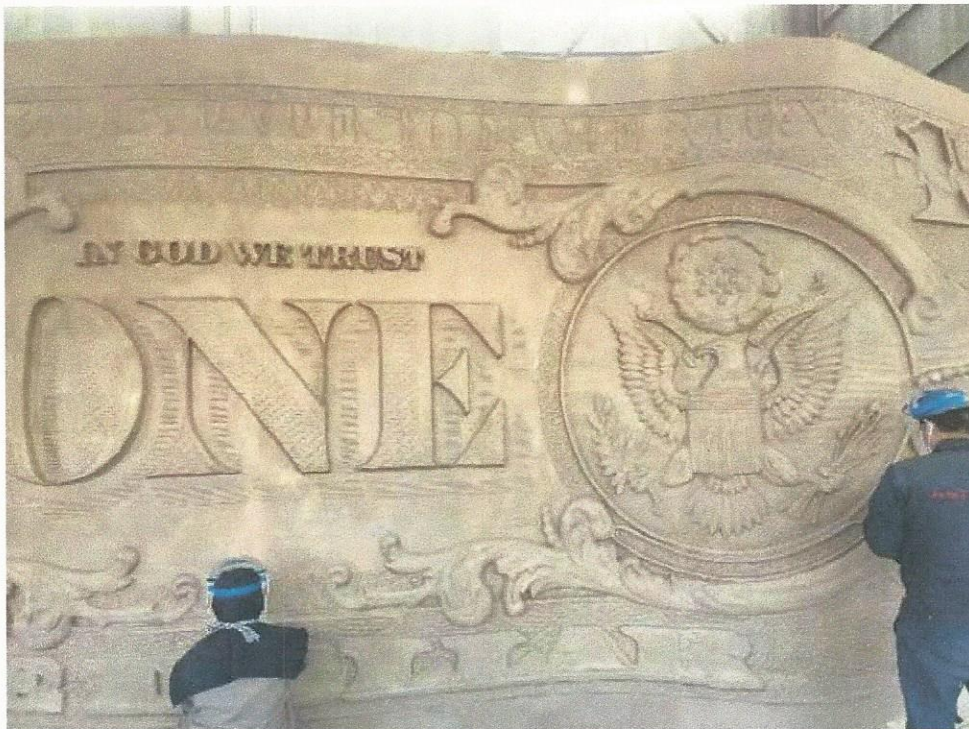
2406 San Patricio Plaza Santa Fe, NM 87505 Tel.505 670 2222

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ANNEX 1



ANNEX 2



ANNEX 3



ANNEX 4



TOWN OF PALM BEACH

Information for Town Council Meeting on: January 13, 2026

To: Town Council

Via: Kirk W. Blouin, Town Manager

From: Patricia Strayer, P.E., Town Engineer

Re: Review of Project and Dashboard, Summary of Project Status

Date: 12/29/2025

GENERAL INFORMATION

I. COMMUNICATIONS

A. Community Meetings:

None to Report

B. Significant Residential Communications:

None to report

II. PROGRESS SUMMARY:

Overall, Town-wide progress, all phases are either complete or in progress/ funded for construction. Phase 6 South conversions to the underground network are complete. At this time, Phase 6 South is waiting on ATT to complete the installation of their fiber network and initiate conversion of clients to fiber. Phase 7 north conversions are also complete and is waiting on ATT to complete the fiber installation. Phase 7 South is moving along very well with the conduit installation. Phase 8 construction is temporarily stalled due to FPL revisions. Phase 8 revisions have been received, and work will begin again in January.

A. Construction Progress:

Phase 1 North Construction:

From the Inlet south to Onondaga Avenue

- Completed

Phase 1 South Construction:

From the southern Town limits north to Sloan's Curve.

- Completed

Phase 2 North Construction:

From Esplanade Way to Ocean Terrance.

- Completed

Phase 2 South Construction:

From Sloan's Curve to the intersection of South Ocean Boulevard and South County Road.

- Completed

Phase 3 North Construction:

From Osceola Way to the north side of La Puerta Way.

- Completed

Phase 3 South Construction:

From South Ocean Boulevard and South County Road to the alleyway south of Worth Avenue.

- Completed

Phase 4 North Construction:

From the south side of La Puerta Way to the north side of List Road.

- Completed

Phase 4 South Construction:

From Peruvian Avenue to Royal Palm Way.

- Completed

Phase 5 North Construction:

From Country Club Road to Southland Road.

- Completed

Phase 5 South Construction:

From South Lake Drive / Hibiscus Avenue and Peruvian Avenue / Royal Palm Way, properties between the intracoastal waterway and the Atlantic Ocean, and from Royal Palm Way to Seaspray Avenue.

- Completed

Phase 6 North Construction:

From Chateaux Drive and Kawama Lane to the south side of Plantation Road.

- Completed

Phase 6 South Construction:

Seaspray Avenue to the south of Royal Poinciana Way.

- Construction is 92% complete.
- Conversions are completed.
- ATT is in the process of installing the fiber network.
- Poles should come down in 2026.

Phase 7 North Construction:

Palm Beach Country Club north to the south side of List Road.

- Construction is 86% completed.
- ATT is in the process of installing the fiber network.
- Targeting pole removal by July 2026.

Phase 7 South Construction:

Atlantic Avenue north to Via Los Incas and Sanford Avenue

- Construction is 40% completed.

Phase 8 Construction:

Royal Poinciana Way north to Everglade Avenue

- Construction is 19% completed.

III. FINANCIAL SUMMARY:

A. FEMA Grant Update:

Phases 5 North and South have been completed. All invoices have been received, and staff are working on the final FEMA submittal.

B. Project Budget Summary: There have been no significant changes since the last report. Updates include the processing of vendor pay applications for design and work performed in active phases.

cc. Bob Miracle, Deputy Town Manager
Kevin Schanen , Kimley-Horn & Associates

STRATEGIC PLAN

Strategic Priorities:

Safe and Resilient Community, Community Culture and Character

Strategic Focus Areas:

Emergency Management

Quality of Life

FUNDING

Capital

Underground Utility Project Budget
Project Financial Summary
November 30, 2025

Expenditures	Original OPC	Dec 2019 OPC	Budget	Actual	% Expended
Phase 1	\$ 12,620,000	\$ 12,910,000	\$ 12,773,514	\$ 12,718,730	99.6%
Phase 2	\$ 9,170,000	\$ 13,470,000	\$ 13,669,545	\$ 13,639,472	99.8%
Phase 3	\$ 10,910,000	\$ 15,400,000	\$ 18,447,002	\$ 15,768,441	85.5%
Phase 4	\$ 10,370,000	\$ 15,220,000	\$ 19,101,540	\$ 19,655,950	102.9%
Phase 5 (Includes \$8.5 Million FEMA Grant Offset)	\$ 14,090,000	\$ 11,694,645	\$ 18,555,025	\$ 19,343,969	104.3%
Phase 6	\$ 16,820,000	\$ 20,800,000	\$ 20,047,920	\$ 14,953,604	74.6%
Phase 7	\$ 11,730,000	\$ 15,910,000	\$ 24,861,349	\$ 16,543,796	66.5%
Phase 8	\$ 12,300,000	\$ 14,500,000	\$ 19,347,399	\$ 5,059,533	26.2%
Total Project Costs To Date	\$ 98,010,000	\$ 119,904,645	\$ 146,803,293	\$ 117,683,495	80.2%
Other Costs Associated Directly with the Project (Page 8)	\$ 570,000	\$ 2,987,964	\$ 2,987,964	\$ 2,851,793	95.4%
Grand Total of Costs Related to Project	\$ 98,580,000	\$ 122,892,609	\$ 149,791,257	\$ 120,535,288	80.5%
Debt Service and Related Debt Issuance Costs (Page 8)			\$ 21,947,999	\$ 21,947,709	100.0%
Total Other Costs Outside Underground Budget (Page 8)			\$ 690,317	\$ 1,686,453	244.3%
Grand Total of All Costs Related to the Project	\$ 98,580,000	\$ 122,892,609	\$ 150,481,574	\$ 144,169,451	95.8%

Total Project Budget - Opinion of cost for construction	\$ 122,892,609
% Budgeted/Encumbered To Date Project Costs	121.89%
% Spent to Date - Project Costs	98.08%

Project Revenues Received

Revenues	Budget	Actual	% of Budget
Revenues			
Prepaid Assessments	\$ 18,329,914	\$ 18,329,914	0.0%
Assessment Revenue	\$ 25,280,000	\$ 33,100,919	130.9%
Commercial Paper	\$ -	\$ -	0.0%
Town Owned Property Prepaid Assessments	\$ 2,797,291	\$ 2,797,291	100.0%
Interest	\$ 1,667,009	\$ 6,813,364	408.7%
GO Bond Proceeds 2018	\$ 60,500,000	\$ 60,499,897	100.0%
GO Bond Proceeds 2021	\$ 9,198,896	\$ 9,198,896	100.0%
1 Cent Sales Tax (CIP Pay go)	\$ 5,000,000	\$ 4,500,000	90.0%
FPL	\$ 450,246	\$ 450,246	100.0%
FEMA Grant - Phase 5 North/South	\$ 8,500,000	\$ 3,919,184	46.1%
Other			
Kevin McGann - CO #9	\$ -	\$ 34,900	0.0%
Donations - Civic Association	\$ 49,250	\$ 49,250	100.0%
Transfer from (307) Fund CIP	\$ 760,200	\$ 760,200	100.0%
Transfer from (401) Fund Marina	\$ 5,200,000	\$ 15,300,000	294.2%
Transfer from (001) General Fund - PM Salary	\$ 942,116	\$ 1,209,157	128.3%
Total Project Revenues	\$ 138,674,922	\$ 156,963,219	113.2%

Underground Utility Project Budget
Phase 1 Project Costs
November 30, 2025

	Original OPC	Dec 2019 OPC	Budget	Actual	% Expended
Project Engineering					
Task 2.1 - Detailed Design North End	590,000		472,063	472,063	100.0%
Task 2.2 - Detailed Design South End	740,000		619,411	619,411	100.0%
Task 2.3 - Permitting Assistance			17,790	17,790	100.0%
Task 2.4 - Bid Phase Assistance			42,166	42,166	100.0%
Task 2.5 - Meetings - Design Phase			125,399	125,383	100.0%
Subtotal Design Phase	\$ 1,330,000	\$ 1,280,000	\$ 1,276,829	\$ 1,276,813	100.0%
Construction Costs					
Phase 1 North Construction					
Preconstruction			\$ 19,720	19,720	100.0%
Burkhardt Construction			\$ 3,598,144	3,606,916	100.2%
Street Light Conversion			\$ 135,322	135,322	100.0%
Change Order for AT&T and Comcast Conduit			\$ 500,655	491,883	98.2%
Utility Design Costs			\$ 15,595	79,767	511.5%
Utility Construction Costs (FPL, Comcast, AT&T)			\$ 476,776	325,523	68.3%
Construction Engineering (KH)			\$ 207,771	205,818	99.1%
	\$ 4,210,000	\$ 4,930,000	\$ 4,953,984	\$ 4,864,949	98.2%
Phase 1 South Construction					
Preconstruction			\$ 22,200	22,200	100.0%
Whiting Turner Construction			\$ 4,450,977	4,518,572	101.5%
Utility Design Costs			\$ 33,013	119,725	362.7%
Utility Construction Costs (FPL, Comcast, AT&T)			\$ 1,374,193	1,250,395	91.0%
Construction Engineering (KH)			\$ 317,963	317,483	99.8%
	\$ 6,800,000	\$ 6,350,000	\$ 6,198,347	\$ 6,228,375	100.5%
Easement Recording Fees			\$ 740	740	100.0%
Legal Costs/Easement Acquisition - Jones Foster	\$ 280,000	\$ 350,000	\$ 301,359	\$ 306,723	101.8%
Legal Sketch and Description - Easements			34,000	33,215	97.7%
Easement Abandonment			\$ 8,256	5,120	62.0%
Legal Advertising				2,795	
Total Phase 1 Costs	\$ 12,620,000	\$ 12,910,000	\$ 12,773,514	\$ 12,718,730	99.6%

Underground Utility Project Budget
Phase 2 Project Costs
November 30, 2025

	Original OPC	Dec 2019 OPC	Budget	Actual	% Expended
Phase 2 Design					
Kimley Horn					
Task 1.1 Phase 2 North Design	335,000		\$ 281,304	\$ 281,304	100.0%
Task 1.2 Phase 2 South Design	400,000		\$ 335,353	\$ 335,353	100.0%
Task 1.3 Permitting Assistance North and South			\$ 12,674	\$ 12,674	100.0%
Task 1.4 Bid Phase Assistance North and South			\$ 40,565	\$ 40,565	100.0%
Task 1.6 Meetings North and South			\$ 136,617	\$ 131,510	96.3%
Total Phase 2 Design	\$ 735,000	\$ 807,000	\$ 806,513	\$ 801,406	99.4%
Construction Costs					
Phase 2 North Construction					
Preconstruction			\$ 35,000	31,970	91.3%
Burkhardt Construction			\$ 3,932,792	3,932,792	100.0%
Owner Purchased Supplies			\$ 253,631	253,631	100.0%
FPL Design Cost			\$ 34,936	34,936	100.0%
ATT Design Cost			\$ 10,000	\$ 10,000	100.0%
Comcast Design Cost			\$ 5,000	\$ 4,582	91.6%
Utility Costs (FPL, Comcast, AT&T)			\$ 496,307	\$ 423,898	85.4%
FPL - Additional Vista Switches			\$ 55,000	\$ 54,938	99.9%
Construction Engineering (KH)			\$ 248,121	\$ 246,227	99.2%
Total Phase 2 North Construction	3,800,000	5,020,000	\$ 5,070,787	\$ 4,992,974	98.5%
Phase 2 South Construction	-				
Preconstruction			\$ 35,000	87,667	250.5%
Burkhardt Construction			\$ 6,419,862	6,383,736	99.4%
Owner Supplied Materials			\$ 175,898	175,898	100.0%
FPL Design Cost			\$ 34,936	34,936	100.0%
ATT Design Cost			\$ 5,000	\$ 5,000	100.0%
Comcast Design Cost			\$ 5,000	\$ 4,582	91.6%
Utility Costs (FPL, Comcast, AT&T)			\$ 601,448	\$ 601,448	100.0%
Reimburse John Moran				\$ 39,240	
Construction Engineering (KH)	-		\$ 325,280	\$ 324,908	99.9%
Total Phase 2 South Construction	4,435,000	7,424,000	\$ 7,602,424	\$ 7,657,414	100.7%
Easement Acquisition/Abandonment	200,000	219,000			
<i>Kimley Horn Easement Assistance</i>					
Task 1.5 Easement Assistance North			\$ 64,936	\$ 64,935	100.0%
Task 1.5 Easement Assistance South			\$ 77,466	\$ 77,467	100.0%
<i>Surveys</i>					
Task 1.7 Legal Sketch North			\$ 14,020	\$ 14,020	100.0%
Task 1.7 Legal Sketch South			\$ 21,725	\$ 20,689	95.2%
Advertising			\$ 1,200	\$ 1,101	91.7%
Recording Costs			\$ 3,605	\$ 3,473	96.3%
Easement Abandonment			\$ 6,870	\$ 5,994	87.2%
Total Easement Acquisition Costs	200,000	219,000	\$ 189,822	\$ 187,678	98.9%
Total Phase 2 Costs	\$ 9,170,000	\$ 13,470,000	\$ 13,669,545	\$ 13,639,472	99.8%

Underground Utility Project Budget
Phase 3 Project Costs
November 30, 2025

	Original OPC	Dec 2019 OPC	Budget	Actual	% Expended
Phase 3 Design					
Kimley Horn					
Task 1.1 Phase 3 North Design	\$ 325,000		\$ 280,189	\$ 280,189	100.0%
Task 1.2 Phase 3 South Design	\$ 535,000		\$ 486,333	\$ 486,323	100.0%
Task 1.3 Permitting Assistance			\$ 13,739	\$ 13,739	100.0%
Task 1.4 Bid Phase Assistance			\$ 36,834	\$ 36,834	100.0%
Task 1.5 Meetings			\$ 77,411	\$ 76,626	99.0%
Total Phase 3 Design	\$ 860,000	\$ 895,000	\$ 894,505	\$ 893,710	99.9%
Construction Costs					
Phase 3 North Construction	\$ 3,700,000	\$ 5,300,000			
Preconstruction			\$ 24,580	\$ 24,580	100.0%
Construction - Burkhardt			\$ 4,100,697	\$ 4,198,953	102.4%
Owner supplied materials			\$ 2,797	\$ 3,456	123.6%
FPL Design Cost			\$ 12,850	\$ 2,700	21.0%
ATT Design Cost			\$ 5,000	\$ 5,000	100.0%
Comcast Design Cost			\$ 3,128	\$ 3,128	100.0%
FPL Construction			\$ 87,101	\$ 87,101	100.0%
Street Light Conversion			\$ 4,249	\$ 7,012	165.0%
Utility Costs (Comcast & ATT)			\$ 409,387	\$ 428,207	104.6%
Construction Engineering (KH)			\$ 236,976	\$ 224,829	94.9%
Daniella Construction - Nightingale/LaPuerta - Townwide portion			\$ 457,851	\$ 457,851	100.0%
FPL Nightingale/LaPuerta - Townwide Portion			\$ 85,796	\$ 85,796	100.0%
Comcast Nightingale/LaPuerta - Townwide Portion			\$ 8,885	\$ 8,885	100.0%
AT&T Nightingale/LaPuerta Townwide Portion			\$ 30,555	\$ 30,555	100.0%
Billing for Arnold Fisher relocate transformer Deanna Davis and Cohlan			\$ (17,647)	(17,647)	100.0%
Total Phase 3 North Construction	\$ 3,700,000	\$ 5,300,000	\$ 5,452,205	\$ 5,550,406	101.8%
Phase 3 South Construction	\$ 6,090,000	\$ 8,875,000			
Preconstruction			\$ 33,400	\$ 33,400	100.0%
Construction		\$ 8,029,385	\$ 9,937,101	\$ 6,942,116	69.9%
Owner supplied Pipe			\$ 153,809	\$ 138,366	90.0%
FPL Construction			\$ 562,000	\$ 562,905	100.2%
FPL Design Cost			\$ 11,359	\$ 17,159	151.1%
FPL - 101 El Brillo			\$ 10,875	\$ 10,875	100.0%
ATT Design and Construction Cost			\$ 537,254	\$ 631,371	117.5%
Comcast Design and Construction Cost			\$ 195,128	\$ 335,723	172.1%
Construction Engineering (KH)			\$ 322,540	\$ 319,620	99.1%
Total Phase 3 South Construction	\$ 6,090,000	\$ 8,875,000	\$ 11,763,466	\$ 8,991,534	76.4%
Easement Acquisition/Abandonment	\$ 260,000	\$ 330,000			
<i>Kimley Horn Easement Assistance</i>					
Task 1 Easement Assistance North and South			\$ 273,390	\$ 271,913	99.5%
Easement Amendment			\$ 49,285	\$ 49,198	99.8%
<i>Surveys</i>					
Recording Costs			\$ 6,000	\$ 5,137	85.6%
Easement Abandonment			\$ 8,150	\$ 6,542	80.3%
Total Easement Acquisition Costs	\$ 260,000	\$ 330,000	\$ 336,825	\$ 332,791	98.8%
Total Phase 3 Costs	\$ 10,910,000	\$ 15,400,000	\$ 18,447,002	\$ 15,768,441	85.5%

Underground Utility Project Budget
Phase 4 Project Costs
November 30, 2025

	Original OPC	Dec 2019 OPC	Budget	Actual	% Expended
Phase 4 Design					
Kimley Horn					
Task 1.1 Phase 4 North Design	\$ 402,000		\$ 312,317	312,317	100.0%
Task 1.2 Phase 4 South Design	\$ 413,000		\$ 451,284	451,284	100.0%
Task 1.3 Permitting Assistance			\$ 14,468	14,468	100.0%
Task 1.4 Bid Phase Assistance			\$ 37,899	37,899	100.0%
Task 1.6 Meetings			\$ 77,911	77,383	99.3%
Total Phase 4 Design	\$ 815,000	\$ 894,000	\$ 893,879	893,351	99.9%
Construction Costs					
Phase 4 North Construction	4,605,000	6,275,000			
Preconstruction			\$ 22,270	22,270	100.0%
Construction Costs			\$ 5,016,315	4,923,217	98.1%
Owner Supplied Pipe and Vaults			\$ 156,238	156,238	100.0%
FPL BCE			\$ 91,543	91,543	100.0%
FPL Design Cost			\$ 12,757	12,850	100.7%
ATT Design Cost			\$ 5,000	91,208	1824.2%
Comcast Design and Construction Cost			\$ 173,151	3,128	1.8%
Utility Costs (FPL, Comcast, AT&T)			\$ 353,715	353,715	100.0%
Street Light Conversion FPL			\$ 4,222	4,222	100.0%
Construction Engineering (KH)			\$ 324,309	324,023	99.9%
Total Phase 4 North Construction	\$ 4,605,000	\$ 6,275,000	\$ 6,159,520	5,982,413	97.1%
Phase 4 South Construction	4,710,000	7,640,000			
Preconstruction			\$ 34,800	34,800	100.0%
Construction			\$ 8,909,957	9,603,972	107.8%
Construction with Lake Drive Park			\$ 320,311	363,499	113.5%
Owner Supplied Pipes			\$ 2,170	2,170	100.0%
Reimbursement from Preservation Foundation			\$ (102,500)	(102,500)	100.0%
Street Light Conversion (FPL)			\$ 7,098	7,098	100.0%
FPL Design Cost			\$ 13,160	1,350	10.3%
ATT Design Cost			\$ 5,000	5,000	100.0%
Comcast Design Cost			\$ 3,128	3,128	100.0%
Kimley Horn - Design services Hibiscus Ave			\$ 12,047	11,940	99.1%
Utility Costs (FPL, Comcast, AT&T)			\$ 2,013,298	2,075,861	103.1%
Construction Engineering (KH)			\$ 353,354	301,981	85.5%
Total Phase 4 South Construction	\$ 4,710,000	\$ 7,640,000	\$ 11,571,823	12,308,297	106.4%
Easement Acquisition/Abandonment	\$ 240,000	\$ 411,000			
<i>Kimley Horn Easement Assistance</i>					
Easement Assistance (KH)			\$ 280,270	280,254	100.0%
Easement Assistance (KH) -- Switches			\$ 67,747	67,481	99.6%
Easement Assistance (KH)			\$ 59,369	60,956	102.7%
<i>Surveys</i>					
Legal Sketch			\$ 38,230	38,092	99.6%
Legal Sketch - Switches			\$ 4,967		
Jones Foster - Legal					
Recording Costs			\$ 7,000	6,371	91.0%
Easement Abandonment			\$ 18,735	18,735	100.0%
Total Easement Acquisition Costs	\$ 240,000	\$ 411,000	\$ 476,318	471,889	99.1%
Total Phase 4 Costs	\$ 10,370,000	\$ 15,220,000	\$ 19,101,540	19,655,950	102.9%

Underground Utility Project Budget
Phase 5 Project Costs
November 30, 2025

	Original OPC	Dec 2019 OPC	Budget	Actual	% Expended
Phase 5					
Kimley Horn					
Task 1.1 Phase 5 North Design	\$ 520,000		\$ 454,210	\$ 454,210	100.0%
Task 1.2 Phase 5 South Design	\$ 600,000		\$ 606,951	\$ 606,951	100.0%
Task 1.3 Permitting Assistance North/South			\$ 17,100	\$ 17,100	100.0%
Task 1.4 Bid Phase Assistance North/South			\$ 37,899	\$ 37,899	100.0%
Task 1.6 Meetings North/South			\$ 77,911	\$ 77,905	100.0%
Total Phase 5 Design	\$ 1,120,000	\$ 1,195,000	\$ 1,194,071	\$ 1,194,065	100.0%
Construction Costs					
Phase 5 North Construction	\$ 5,890,000	\$ 8,055,000			
Preconstruction			\$ 59,100	59,100	100.0%
Construction			\$ 6,456,367	6,437,030	99.7%
Construction Manager - Burkhardt			\$ 940,702	991,186	105.4%
Utility Costs (FPL, Comcast, AT&T)			\$ 333,639	1,009,224	302.5%
AT&T Design			\$ 5,000	5,000	100.0%
FPL Design Costs			\$ 16,223	30,330	187.0%
Reimburse Caren and Gary Marder work performed			\$ 6,100	6,100	100.0%
Construction Engineering (KH)			\$ 371,842	358,965	96.5%
Total Phase 5 North Construction	\$ 5,890,000	\$ 8,055,000	\$ 8,188,974	\$ 8,896,935	108.6%
Phase 5 South Construction	\$ 6,750,000	\$ 10,545,000			
Preconstruction			\$ 59,100	59,100	100.0%
Construction			\$ 6,629,361	6,602,629	99.6%
Infrastructure from Phase 4 south bid - Not part of Grant			\$ 163,350	57,460	35.2%
Construction Manager - Burkhardt			\$ 979,098	1,171,849	119.7%
Four Arts Reimbursement			\$ (8,493)	(8,493)	
Utility Costs (FPL, Comcast, AT&T)			\$ 641,597	676,082	105.4%
AT&T Design			\$ 5,000	5,000	100.0%
FPL Design Costs			\$ 21,043	21,043	100.0%
Construction Engineering (KH)			\$ 334,159	328,850	98.4%
Total Phase 5 South Construction	\$ 6,750,000	\$ 10,545,000	\$ 8,824,214	\$ 8,913,521	101.0%
Easement Acquisition/Abandonment	\$ 330,000	\$ 365,000			
<i>Kimley Horn Easement Assistance</i>					
Easement Assistance			\$ 218,600	\$ 218,602	100.0%
Easement Assistance			\$ 81,086	\$ 78,699	97.1%
<i>Surveys</i>					
Legal Sketch			\$ 41,080	\$ 35,672	86.8%
Legal Ads			\$ 1,000	\$ 585	58.5%
Recording Costs			\$ 6,000	\$ 5,891	98.2%
Easement Abandonment				\$ -	
Total Easement Acquisition Costs	\$ 330,000	\$ 365,000	\$ 347,766	\$ 339,448	97.6%
FEMA Grant		\$ (8,465,355)			
Total Phase 5 Costs	\$ 14,090,000	\$ 11,694,645	\$ 18,555,025	\$ 19,343,969	104.3%

Underground Utility Project Budget
Phase 6 Project Costs
November 30, 2025

	OPC	Dec 2019 OPC	Budget	Actual	% Expended
Phase 6 Design					
Kimley Horn					
Task 1.1 Phase 6 North Design	\$ 420,000		\$ 475,019	\$ 475,019	100.0%
Task 1.2 Phase 6 South Design	\$ 940,000		\$ 826,551	\$ 826,551	100.0%
Task 1.3 Permitting Assistance North/South			\$ 17,694	\$ 17,694	100.0%
Task 1.4 Bid Phase Assistance North/South			\$ 35,938	\$ 35,938	100.0%
Task 1.6 Meetings North			\$ 84,791	\$ 84,765	100.0%
Total Phase 6 Design	\$ 1,360,000	\$ 1,440,000	\$ 1,439,993	\$ 1,439,967	100.0%
Utility and Construction Costs					
Phase 6 North Construction	\$ 4,790,000	\$ 6,615,000			
Preconstruction			\$ 24,270	24,270	100.0%
Construction			\$ 7,867,296	4,198,832	53.4%
Approved Change Orders					
FPL Design Cost			\$ 15,868	29,198	184.0%
ATT Design Cost					
Comcast Design Cost					
Utility Costs (FPL, Comcast, AT&T)			\$ 295,632	554,193	187.5%
Construction Engineering (KH)			\$ 375,372	364,505	97.1%
Total Phase 6 North Construction	\$ 4,790,000	\$ 6,615,000	\$ 8,578,438	\$ 5,170,998	60.3%
Phase 6 South Construction	\$ 10,270,000	\$ 12,298,000			
Preconstruction			\$ 24,270	24,270	100.0%
Construction			\$ 8,400,000	6,566,032	78.2%
Approved Change Orders					
FPL Design Cost			\$ 29,924	29,924	100.0%
ATT Design Cost			\$ 10,000	10,000	100.0%
Comcast Design Cost					
Utility Costs (FPL, Comcast, AT&T)			\$ 754,815	952,480	126.2%
Construction Engineering (KH)			\$ 394,471	345,805	87.7%
Total Phase 6 South Construction	\$ 10,270,000	\$ 12,298,000	\$ 9,613,480	\$ 7,928,510	82.5%
Easement Acquisition/Abandonment	\$ 400,000	\$ 447,000			
<i>Kimley Horn Easement Assistance</i>					
Easement Assistance			\$ 351,594	\$ 371,979	105.8%
<i>Surveys</i>					
Legal Sketch			\$ 58,415	\$ 38,011	65.1%
Legal Ads			\$ 1,000	\$ 113	11.3%
Recording Costs			\$ 5,000	\$ 4,025	80.5%
Easement Abandonment				\$ -	
Total Easement Acquisition Costs	\$ 400,000	\$ 447,000	\$ 416,009	\$ 414,128	99.5%
Total Phase 6 Costs	\$ 16,820,000	\$ 20,800,000	\$ 20,047,920	\$ 14,953,604	74.6%

Underground Utility Project Budget
Phase 7 Project Costs
November 30, 2025

	OPC	Dec 2019 OPC	Budget	Actual	% Expended
Phase 7 Design					
Kimley Horn					
Task 1.1 Phase 7 North Design	\$ 450,000		\$ 492,488	\$ 492,488	100.0%
Task 1.2 Phase 7 South Design	\$ 480,000		\$ 630,830	\$ 630,830	100.0%
Task 1.3 Bid Phase Assistance North and South			\$ 35,938	\$ 35,938	100.0%
Task 1.4 Meetings North and South			\$ 77,616	\$ 77,535	99.9%
Total Phase 7 Design	\$ 930,000	\$ 1,237,000	\$ 1,236,872	\$ 1,236,791	100.0%
Utility and Construction Costs					
Phase 7 North Construction	\$ 5,140,000	\$ 7,005,000			
Preconstruction			\$ 47,500	11,515	24.2%
Construction			\$ 10,472,977	8,813,703	84.2%
Chicane Demonstrations			\$ 47,500	19,558	41.2%
FPL Design Cost			\$ 15,806	41,728	264.0%
ATT Design Cost					
Comcast Design Cost					
Utility Costs (FPL, Comcast, AT&T)			\$ 245,460	245,460	100.0%
Construction Engineering (KH)			\$ 395,607	337,674	85.4%
Total Phase 7 North Construction	\$ 5,140,000	\$ 7,005,000	\$ 11,224,850	\$ 9,469,638	84.4%
Phase 7 South Construction	\$ 5,380,000	\$ 7,320,000			
Preconstruction			\$ 47,500	35,785	75.3%
Construction			\$ 11,442,770	5,113,944	
Chicane Demonstrations			\$ 47,500	19,558	41.2%
FPL Design Cost			\$ 19,953	19,953	100.0%
ATT Design Cost					
Comcast Design Cost					
Utility Costs (FPL, Comcast, AT&T)				6,045	
Construction Engineering (KH)			\$ 419,481	220,621	52.6%
Total Phase 7 South Construction	\$ 5,380,000	\$ 7,320,000	\$ 11,977,204	\$ 5,415,904	45.2%
Easement Acquisition/Abandonment	\$ 280,000	\$ 348,000			
<i>Kimley Horn Easement Assistance</i>					
Easement Assistance			\$ 346,459	\$ 346,356	100.0%
Easement Assistance			\$ 69,964	\$ 69,919	99.9%
<i>Surveys</i>					
Legal Sketch					
Legal Ads			\$ 1,000	\$ 113	11.3%
American Acquisition Group					
Temp Services					
Legal Advertising					
Recording Costs			\$ 5,000	\$ 5,075	101.5%
Total Easement Acquisition Costs	\$ 280,000	\$ 348,000	\$ 422,423	\$ 421,463	99.8%
Total Phase 7 Costs	\$ 11,730,000	\$ 15,910,000	\$ 24,861,349	\$ 16,543,796	66.5%

**Underground Utility Project Budget
Phase 8 Project Costs
November 30, 2025**

	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	\$ 1,029,017	100.0%
Task 1.2 Permitting Assistance			\$ 17,694	\$ 17,694	100.0%
Task 1.3 Bid Phase Assistance			\$ 14,430	\$ 14,430	100.0%
Task 1.4 Meetings			\$ 89,778	\$ 89,752	100.0%
Task 1.5 Easement Assistance			\$ 129,997	\$ 129,993	100.0%
Total Phase 8 Design	\$ 1,010,000	\$ 1,151,000	\$ 1,280,916	\$ 1,280,886	100.0%
Utility and Construction Costs					
Phase 8 Construction	\$ 10,990,000	\$ 13,107,000			
Preconstruction			\$ 26,610	26,610	100.0%
Construction			\$ 16,113,771	2,187,385	13.6%
Approved Change Orders					
FPL Design Cost			\$ 13,160	13,160	100.0%
ATT Design Cost					
Comcast Design Cost					
Utility Costs (FPL, Comcast, AT&T)			\$ 1,100,000	1,007,485	91.6%
Construction Engineering (KH)			\$ 452,072	195,231	43.2%
Total Phase 8 North Construction	\$ 10,990,000	\$ 13,107,000	\$ 17,705,613	\$ 3,429,871	19.4%
Easement Acquisition/Abandonment	\$ 300,000	\$ 242,000			
<i>Kimley Horn Easement Assistance</i>					
Easement Assistance			\$ 227,724	\$ 226,073	99.3%
Additional Easement Assistance PO240618			\$ 78,372	\$ 78,281	99.9%
Surveys					
Legal Sketch					
Legal Ads				\$ 56	
American Acquisition Group					
Kimley Horn Grant Assistance BRIC Grant			\$ 49,774	\$ 41,587	83.6%
Temp Services					
Recording Costs			\$ 5,000	\$ 2,779	55.6%
Total Easement Acquisition Costs	\$ 300,000	\$ 242,000	\$ 360,870	\$ 348,776	96.6%
Total Phase 8 Costs	\$ 12,300,000	\$ 14,500,000	\$ 19,347,399	\$ 5,059,533	26.2%

Underground Utility Project Budget
Other Project Costs
November 30, 2025

Master Plan	Budget	Actual	% Expended
Task 1.1 - Data Collection & GIS Base Mapping	\$ 88,021	\$ 88,021	100.0%
Task 1.1a Data Collection for Future Communications	\$ 23,511	\$ 23,511	100.0%
Task 1.2 - Conceptual Design and Master Plan	\$ 161,756	\$ 161,756	100.0%
Task 1.3 - Project Sequencing and Phasing	\$ 31,244	\$ 31,244	100.0%
Task 1.4 - Assessment of Traffic Impacts	\$ 77,660	\$ 77,660	100.0%
Task 1.5 - Project Delivery Methods	\$ 17,448	\$ 17,448	100.0%
Task 1.6 - Master Plan Document	\$ 45,053	\$ 45,053	100.0%
Task 1.7 - Meetings Master Planning Phase	\$ 113,135	\$ 113,123	100.0%
Task 1.8 - Master Plan Second Half	\$ 40,067	\$ 40,067	100.0%
Subtotal Master Planning	\$ 597,895	\$ 597,883	100.0%
Comcast Preplanning - Master Plan	\$ 12,015	\$ 12,015	100.0%
Assessment Costs, Legal, Fees and Discounts	\$ 950,000	\$ 955,494	100.6%
Project Manager - Pay and benefits	\$ 840,000	\$ 786,590	93.6%
Temp Services - Easement Acquisition	\$ 150,000	\$ 106,050	70.7%
Other Miscellaneous Expenses		\$ 33,610	
General Easement Assistance	\$ 55,535	\$ 32,477	58.5%
Community Outreach	\$ 282,519	\$ 227,674	80.6%
Peer Review Study - Patterson & Dewar (\$50,000 Offsetting Revenue)	\$ 100,000	\$ 100,000	100.0%
Total Other Project Costs	\$ 2,987,964	\$ 2,851,793	95.4%

Debt Service and Related Debt Issuance Costs

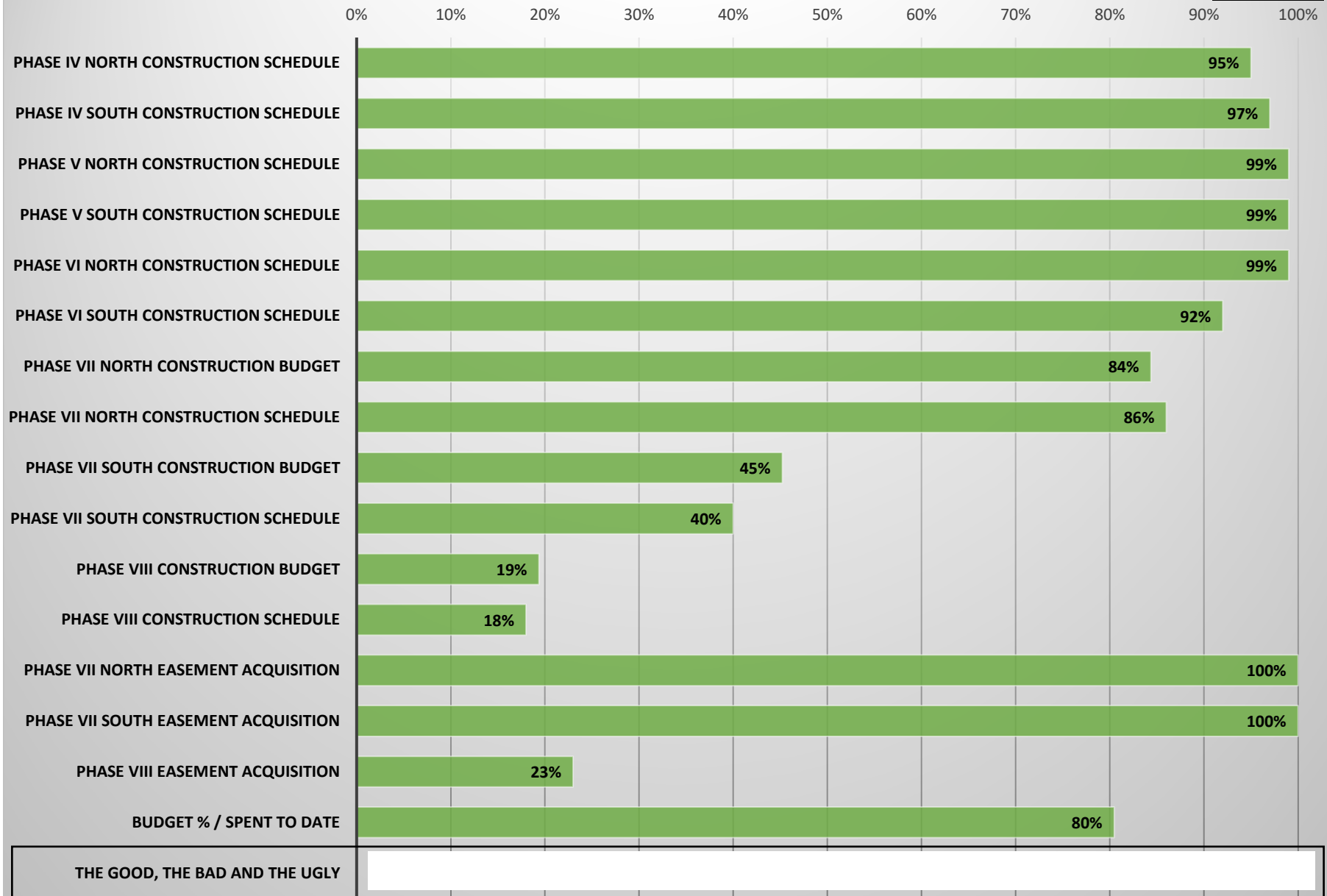
	Budget	Actual	% Expended
Commercial Paper Issuance Cost	\$ 260,116	\$ 260,116	100.0%
Commercial Paper Interest	\$ 243,096	\$ 243,096	100.0%
Arbitrage Rebate Calculation	\$ 2,500	\$ 4,300	172.0%
Debt Service Fees	\$ 2,000	\$ 500	25.0%
GO Bond Closing Costs 2018	\$ 488,271	\$ 487,471	99.8%
GO Bond Closing Costs 2021	\$ 202,169	\$ 202,380	100.1%
GO Bond Debt Service	\$ 20,749,847	\$ 20,749,847	100.0%
Total Debt Service and Related Debt Issuance Costs	\$ 21,947,999	\$ 21,947,709	100.0%

Related Costs Outside of the Underground Project Budget

	Budget	Actual	% Expended
Costs paid from (307) Fund CIP			
Underground City of Lake Worth Section			
Project Design	\$ 25,231	\$ 24,430	96.8%
Project Construction	\$ 351,081	\$ 351,081	100.0%
Project Construction Engineering	\$ 11,607	\$ 12,849	110.7%
Utility Cost (FPL, Comcast, AT&T)	\$ 134,333	\$ 127,531	94.9%
Project Meeting Attendance	\$ 3,334	\$ 2,914	87.4%
Total Lake Worth Section	\$ 525,586	\$ 518,805	98.7%
Ibis Way PGD Improvements	\$ 14,583	\$ 14,583	100.0%
Crosswalk Spare Conduits	\$ 26,148	\$ 24,841	95.0%
General Fund Costs			
Goldmacher v TPB Legal and Other Costs		\$ 183,701	
Kosberg v TPB Legal and Other Costs		\$ 615,602	
PBT Real Estate v TPB		\$ 197,178	
Gardner, Bist Bowden, Bush (Shef Wright)		\$ 24,799	
Telecommunications Consultant	\$ 89,000	\$ 83,210	93.5%
Peter Brandt (Contract Negotiations)	\$ 35,000	\$ 23,735	67.8%
Total Related Costs Outside of the Budget	\$ 690,317	\$ 1,686,453	244.3%

Town of Palm Beach - Underground Utility Project Dashboard - November 2025

Status Legend
 Green - On Task
 Yellow - Caution
 Red - Not on Task
 Complete - Not Shown



TOWN OF PALM BEACH

Information for Town Council Meeting on: January 13, 2026

To: Town Council

Via: Kirk W. Blouin, Town Manager

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

Re: Paving Options for Remaining Undergrounding Phases

Date: 12/30/2025

STAFF RECOMMENDATION

Town staff recommend continuing implementing the pavement plan for milling and resurfacing after the completion of undergrounding and pole removal for remaining undergrounding phases 7 South and 8.

GENERAL INFORMATION

Staff was requested to investigate options for improving the appearance of roads in undergrounding phases that will not be milled and resurfaced the summer of 2026. At this time five phases remain to be paved after the completion of undergrounding (see attached map). All but 2 of these phases are on schedule to be milled and resurfaced this summer. Phases 7 South and 8 are not expected to be complete in time for paving in 2026. While Phase 7 South should be completed, the poles will not be removed in time to accomplish the paving. It is important to remove the poles prior to paving because the cranes used to remove poles often cause damage in newly paved roadways. Phase 8 is not expected to be complete until spring of 2027 and therefore, the poles will not be removed until the spring or summer timeframe. This schedule is often controlled by the utilities accomplishing conversions and removal of materials from poles and is not controlled by the Town. Assuming Phase 8 remains on schedule, staff expect to be able to mill and resurface this area along with Phase 7 South towards the end of the summer of 2027.

Based on the present schedule of undergrounding, the options for improving the appearance of the roads are limited to Phases 7 South and 8. Staff has researched options and there are two potential options; Sealcoating or Microsurfacing.

Microsurfacing is significantly more expensive than Sealcoating, therefore, for this discussion staff only developed cost estimates for Sealcoating for both phases. The total estimated cost is \$1.1 million. While Sealcoating improves the appearance of the roads there are other constraints in implementing Sealcoating:

1. Sealcoating can not be driven on for 24 hours after application. The normal process is 2 applications. If you assume worse case, one day is one coat, the next day the road is closed because it can not be driven on, day three is the second coat, and day 4 the road is closed again. Best case is a 3 day closure, with applications occurring closer together while still allowing for 24 hours of no vehicle traffic while the Sealcoat dries.
2. Sealcoating does not level the road or address the uneven areas due to patches.
3. Sealcoating provides a temporary aesthetic solution and does not improve road driveability.

At the December 2025 Town Council meeting Town Council approved a proposal for the development of a Town-wide pavement management plan. This plan will provide critical information for prioritizing roads throughout the Town for addressing roads that need different levels of maintenance. This plan will also develop a projection and recommendation for funding a pavement management plan into the upcoming 10 to 20 years. Staff recommends the existing plan to mill and resurface roads within an undergrounding phase continues through summer of 2026.

FUNDING/FISCAL IMPACT

If Sealcoating is recommended, the additional cost is approximately \$1.1 million.

cc: Jason Debrincat, P.E., Deputy Director of Public Works
Patricia Strayer
Julie Parham

STRATEGIC PLAN

Strategic Priorities:

Mobility and Transportation

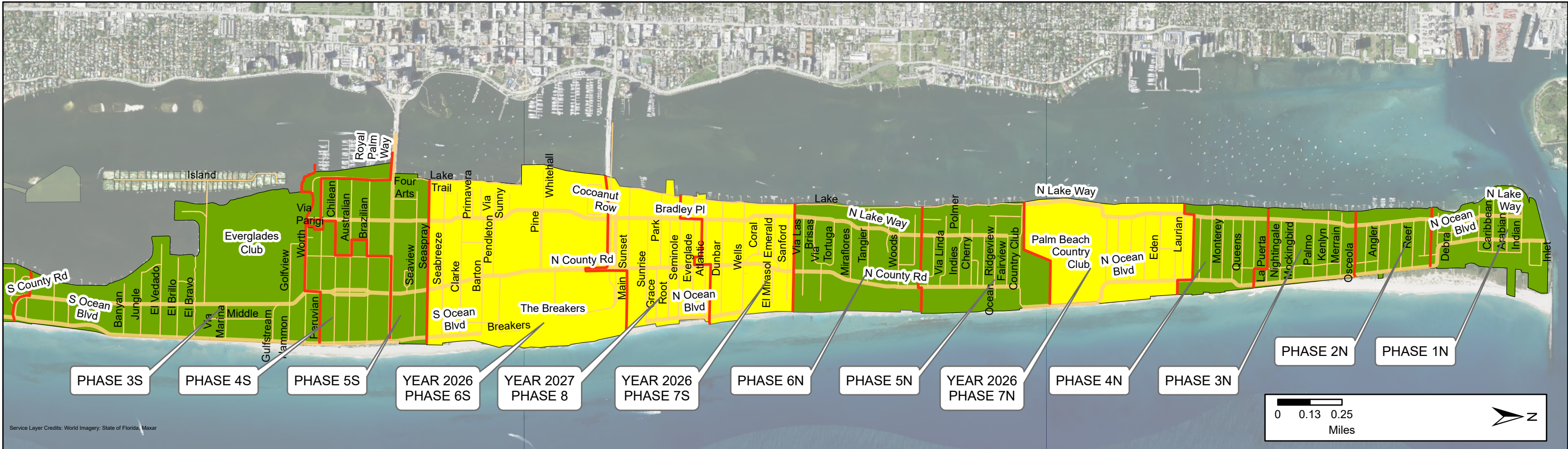
Strategic Focus Areas:

On-island Mobility

FUNDING

Capital

K:\WPB_Civil\044063188 - Townwide UG MP and Phase 1\GIS\Plansheets\2025.05.07 Phasing Completion Map\2025.05.aprx



Kimley»Horn

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OVERALL SEQUENCE MAP

TOWN-WIDE UNDERGROUNDING OF UTILITIES

TOWN OF PALM BEACH, FLORIDA

OCTOBER 2025

COMPLETION MAP



TOWN OF PALM BEACH

Information for Town Council Meeting on: January 13, 2026

To: Town Council

Via: Kirk W. Blouin, Town Manager

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

Re: U.S. Corps of Engineers Request for Continuing Waivers of Town Ordinances for Bonefish Cove Construction

Date: 12/23/2025

STAFF RECOMMENDATION

Town staff recommends approval of U.S. Army Corps of Engineers (USACE)'s request to modify Waivers of Town Ordinance for Bonefish Cove Islands Restoration Project to August 1, 2026 for construction dates, hours, and noise in Lake Worth Lagoon to allow for weekday, Holiday and Sunday work utilizing barges that will not require bridge openings from January 13 to May 1, 2026 .

GENERAL INFORMATION

At the August Town Council meeting, Town Council approved additional waivers for Sundays and Holidays construction hours for the Bonefish Cove Construction from November 1 to May 1, 2026. At that time the request was based on the proposed changes in operation which would limit all bridge openings to weekends and holidays. Staff received a request from USACE modifying the waiver request on December 22, 2025. This new request is due to a change in equipment and operations by the USACE contractor. The contractor will now utilize lower-height barges and vessels that will not require bridge openings. The barges and vessels will approach the bridges during non-peak hours. Therefore, USACE is requesting the waivers for working weekends and holidays be extended to August 1, 2026, while granting the additional waivers for working during season until May 1, 2026.

These projects serve as an environmental habitat, improve water quality in the lagoon, and provide wave-breaks to help shoreline stabilization. The ordinances that the waiver addresses are as follows:

Section 42-198 – prohibits operation of equipment or machinery during winter, Sundays, and legal holidays (commencing on December 1, 2025 and ending May 1, 2026).

Section 42-199 – prohibits work between 5:00pm and 8:00am.

Sections 42-226 through 229 – regulates noise, equipment operation, and work hours and the standard Town requirement to “stand down for the season”.

USACE have worked with their contractor to utilize vessels that do not require bridge openings at Royal Palm Way bridge and Southern Boulevard bridge. Since this new approach has been developed USACE has modified the request as follows:

Section 42-198 – prohibits operation of equipment or machinery during winter, Sundays, and legal holidays

- Allow transportation of materials by barge through the Intracoastal Waterway to begin immediately and continue through May 1, 2026, or until all required construction materials have been transported. Material transport will utilize lower-height barges and vessels that will not require bridge openings. The barges and vessels will approach the bridges during non-peak hours, from 9:00 AM to 4:00 PM.

- All other conditions of the original extended waiver are requested to remain unchanged.

Section 42-199 – prohibits work between 5:00pm and 8:00am.

- Town Council approved extended hours in August 2025 for USACE. The approved extended hours are from 5:00 AM to 7:00 PM.

Section 42-226 through 229 – regulates noise, equipment operation, and work hours and standard Town requirement to “stand down for the season”.

- USACE is requesting that this waiver be revised to allow construction activities at the Bonefish Cove project site from November 17, 2025 to May 1, 2026.

- Allow transportation of materials by barge through the Intracoastal Waterway to begin immediately and continue through May 1, 2026, or until all required construction materials have been transported. Material transport will utilize lower-height barges and vessels that will not require bridge openings. The barges and vessels will approach the bridges during non-peak hours from 0900-1600.

The utilization of barges and vessels that will not require bridge openings eliminates the traffic impacts that this project has had on the Town. Staff recommends approval of the waiver requests.

FUNDING/FISCAL IMPACT

There is no funding/fiscal impact related to this USACE project.

cc: Jason Debrincat, P.E., Deputy Director of Public Works
Carolyn Stone, Deputy Town Manager
Joanne O'Connor, Town Attorney

STRATEGIC PLAN

Strategic Priorities:

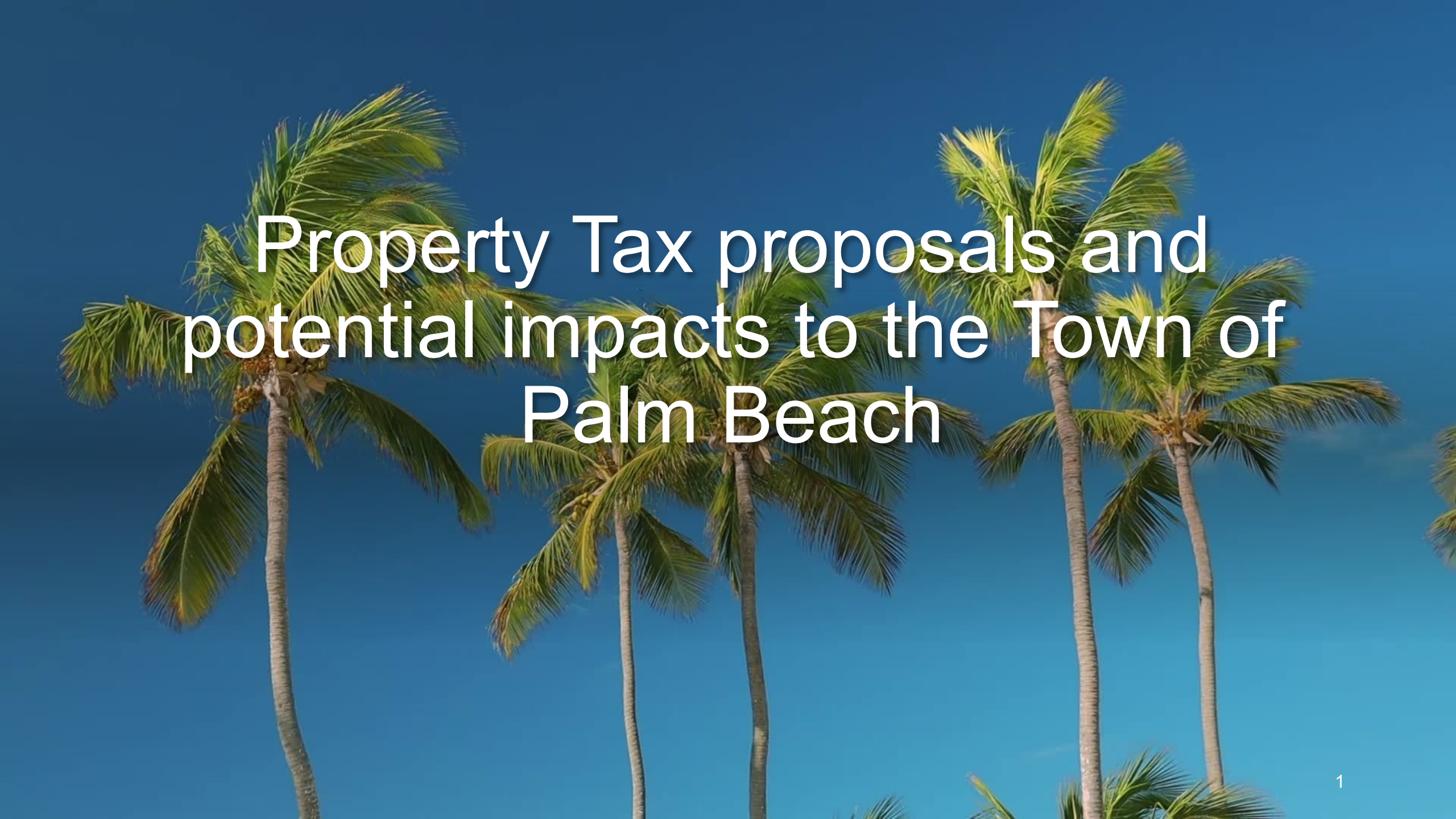
Mobility and Transportation

Strategic Focus Areas:

On-island Mobility

FUNDING

No Fiscal Impact



Property Tax proposals and potential impacts to the Town of Palm Beach



Current Situation with State Legislation

- Six+ current bills
- All the bills ONLY apply to HOMESTEAD property owners
- These bills will NOT eliminate all property taxes
- School property taxes will still be paid by property owners
- Impacts will be to local municipalities, counties and special districts
- All of these bills would NOT impact law enforcement budgets (likely to include Fire)
- These bills would be constitutional amendments – ballot Nov 2026 – would need 60% approval to pass

House Bill 201

- Bill would eliminate homestead non-school property taxes
 - Almost 40% of properties are homesteaded
 - Impact to Town – reduction of **\$37.8M**
 - Loss of **44%** of Town's property tax revenue
-
- Town of Palm Beach homestead residents would save **\$2,611**/per million for the Town's property taxes
 - Total Property Taxes saved for homestead residents with all impacted entities would be **\$8,550**/per million
 - Homestead property owners would still pay \$6,321/per million in Property Taxes
 - Non-homesteaded property owners would save \$0

House Bill 205

- Bill would eliminate homestead non-school property taxes for residents aged 65 and over
 - Impact to Town – reduction of **\$28.5M**
 - Loss of **33%** of Town's property tax revenue
-
- Town of Palm Beach homestead residents over 65 would save **\$2,611**/per million for the Town's property taxes
 - Total Property Taxes saved for homestead residents over 65 with all impacted entities would be **\$8,550**/per million
 - Homestead property owners would still pay \$6,321/per million in Property Taxes
 - Non-homesteaded property owners would save \$0

House Bill 209

- Bill would add an additional \$200,000 homestead exemption for homestead property owners who have property insurance
- Impact to Town – reduction of **\$1.8M**
- Loss of **2.1%** of Town's property tax revenue
- Town of Palm Beach homestead residents would save \$522 for the Town's property taxes
- Total Property Taxes saved for homestead residents with all impacted entities would be \$1,709
- Non-homesteaded property owners would save \$0

House Bill 211

- Bill would remove the \$500K limit for Save Your Homes
- This would vary by the number of homesteaded home sales each year
- The impact would be marginal

How would the Town handle this reduction in Property Tax revenue – HB201 or HB205

- Total General Fund Budget FY26 \$127.3M
 - Public Safety GF Budgets – can't reduce
 - Police \$ 26.7M
 - Fire \$ 20.3M

37% of GF Budget
 - Non-Public Safety GF Budget \$ 80.3M
 - Departments/Retirement/Eq Rep \$ 43.1M
 - Transfers to other Funds \$ 37.2M
- 
- 34% of GF Budget
- 
- 29% of GF Budget

Departments/Transfers Budget FY26

DEPARTMENTS

• Legislative/Legal	\$ 0.9M
• Town Mgr Office/Clerk	\$ 2.8M
• People and Culture	\$ 1.2M
• IT	\$ 5.0M
• Finance/Procurement	\$ 2.4M
• Recreation & Tennis	\$ 3.1M
• Planning (Gen Fund Part)	\$ 3.5M
• Library	\$ 0.4M
• Public Works	\$23.9M

TRANSFERS

• Capital Improv Projects	\$15.1M
• Coastal	\$ 7.7M
• Equip Replace Fund	\$ *
• Debt Service	\$ 5.9M
• Risk Fund	\$ 2.3M
• OPEB	\$ 0.9M
• Retirement	\$ *
• Extra Retirement	\$ 5.4M

* Retirement included in depts \$3.2M

* Equip Replace included in depts \$1.1M

HB 201 Impacts

- Lose **\$37.6M** in Property Taxes
- Would have to cut **47%** of non-Public Safety Budget
- Non-Public Safety Budget (NPSB) \$80.3M
- There's 152 General Fund positions
- Possibly have to cut 71 positions
- Salary/Benefit % of NPSB is 29%

***Worse case scenario

Potential options for consideration



Reduce services
across the board



Defer/eliminate
sand
renourishment
projects



Defer/Eliminate
sea wall
replacements



Defer/Eliminate or
bare min
landscaping
services



Defer/Eliminate
infrastructure
projects



Defer road
paving/tree
study/sidewalk
replacement



NOTE: There would be
long term impacts to
Public Safety budgets
because of reduced
property tax
incremental revenue

Potential options to replace lost Property Tax Revenue



Increase other revenues (parking, business tax, rec fees)



Create new Town assessments for services



Increase millage on non-homestead property owners



Outsource services to reduce costs

Summary

Worse case scenario

Closely following State Legislature

Session is open, very fluid situation

New bills or tweaks to existing bills

Looking at all impacts and possibilities

Will keep Town Council/residents
updated



QUESTIONS