



TOWN COUNCIL MEETING

TOWN OF PALM BEACH

MARCH 3, 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 February 25, 2026, Architectural Meeting
2. **25-2026** A Resolution of the Town Council of the Town Of Palm Beach, Palm Beach County, Florida, approving the renewal of the subscription with Environmental Systems Research Institute, Inc, in the amount of \$105,327.67 for a period of forty-two months based on a satisfactory performance and annual budget authorization.
3. Request to Hear Proposed Ordinance Nos. 006-2026; 007-2026; 008-2026; 009-2026; 010-2026, prior to 5:00 p.m. on the Wednesday, March 4, 2026, Town Council Development Review Meeting agenda.

APPROVAL OF AGENDA

COMMENTS

4. MAYOR AND TOWN COUNCIL MEMBERS
5. PUBLIC - 3 MINUTE LIMIT

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

GENERAL BUSINESS

6. Recognition of Jacqueline Albarran for her Service on the Landmarks Preservation Commission from March 2014 to March 2026
7. Recognition of Alexander Hufty Griswold for his Service on the Landmarks Preservation

Commission from March 2023 to March 2026

8. Authorization of Assignment of Easement Deed to FDOT Located at 2870 S Ocean Blvd, Palm Beach, Florida 33480
 - 8.1 **24-2026** A Resolution Of The Town Council Of The Town Of Palm Beach, Palm Beach County, Florida, For Assignment Of Easement Deed Within The Property At 2870 S Ocean Blvd, In The Town Of Palm Beach, Florida To The Florida Department Of Transportation.
9. Modification of Waivers to Town Code for Construction Dates and Noise for Construction of the Blossom Way Groin Rehabilitation Project
10. Appointment to the Architectural Commission
11. Appointment to the Retirement Board of Trustees
12. **MATTERS PULLED FROM CONSENT AGENDA**

UNFINISHED BUSINESS

13. Vessel Enforcement Update - Lake Worth Lagoon
14. Police Department Traffic Report Update
 - 14.1 FDOT Construction Update

NEW BUSINESS

15. Annual Report of the Landmarks Preservation Commission

ORDINANCES

16. FIRST READING

- 16.1 **11-2026** An Ordinance Of The Town Council Of The Town Of Palm Beach, Palm Beach County, Florida, Amending The Town Code Of Ordinances At Chapter 2 "Administration" To Add The Appointment Of Special Magistrates To Preside Over Certain Code Enforcement Violation Hearings By Amending Division 1 "Generally," Sec. 2-367; Amending Division 2 "Code Enforcement Board," Sections 2-401-2-405; Amending Division 3 "Procedure," Sections 2-426-2-427, 2-429-2-430, 2-432-2-437; Providing For Severability; Providing For Repeal Of Ordinances In Conflict; Providing For Codification; Providing An Effective Date.

17. SECOND READING

- 17.1 **5-2026** An Ordinance Of The Town Council Of The Town Of Palm Beach, Palm Beach County, Florida, Amending Chapter 82 Of The Town Code Of Ordinances Relating To Personnel, At Article II, Employee Benefits, Division 2, Retirement System; Amending Subdivision IV, Police Officers, By Amending Section 82-119, Deferred Retirement Option Program For Police Officers To Extend The Participation Of Any Member Appointed Town Manager While Participating In The Drop; Providing For Severability; Providing For Repeal Of Ordinances In Conflict; Providing For Codification; Providing An Effective Date.

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

Information for Town Council Meeting on: March 3, 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 February 25, 2026, Architectural Meeting

Date: 2/24/2026

STAFF RECOMMENDATION

Staff recommends that the Town Council approve the major items that ARCOM approved at the regularly scheduled meeting on February 25, 2026.

BOARD OR COMMISSION RECOMMENDATION

The Architectural Commission recommends that the Town Council approve major items considered at the regularly scheduled meeting on February 25, 2026.

GENERAL INFORMATION

These action 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

Actions of the Architectural Commission Meeting
Held on February 25, 2026

CALL TO ORDER AND ROLL CALL

PLEDGE OF ALLEGIANCE

MINUTES

1. Minutes of the Architectural Commission of January 28, 2026

ACTION: Approved (7-0)

APPROVAL OF CONSENT AGENDA

ACTION: Approved as amended, with the removal of ARC-25-0106, 259 List Road (7-0)

2. EXTPLAN-26-0001 224 ATLANTIC AVE—EXTENSION OF TIME. The applicants, Nina and Pieter Taselaar, have filed an application requesting an Extension of Time for a previously issued Architectural Commission approval for the enclosure of first floor covered parking to an enclosed garage with sitewide landscape and hardscape improvements. (ORIGINALLY ARC-24-0120 AND APPROVED AT THE JANUARY 29, 2025 MEETING)
3. ARC-25-0105 2875 S OCEAN BLVD. The applicant, 2875 Ocean LLC (Spina ORourke), has filed an application requesting Architectural Commission review and approval for fenestration changes to an existing commercial property.

APPROVAL OF AGENDA

ACTION: Approved (7-0)

ADMINISTRATION OF THE OATH

COMMENTS

5. OFFICIALS

6. STAFF

7. PUBLIC - 3 MINUTE LIMIT

4. ARC-25-0106 259 LIST RD. The applicant, BJ Murdoch Trust (Elizabeth Connaughton), has filed an application requesting Architectural Commission review and approval for a first-floor addition with loggia modification and fenestration changes to an existing single-family residence.

ACTION: Approved as presented, with the alternate view as presented on the overhead projector that eliminates the loggia chimney (7-0)

UNFINISHED BUSINESS

8. 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.

ACTION: Demolition approved (7-0); Project deferred with conditions to March 25, 2026 (7-0)

9. ARC-24-0090 (ZON-24 -0046) 2720 - 2730 S OCEAN BLVD- EDGEWATER/ AMBASSADOR SITE (COMBO) The applicant, Palm Beach Edgewater Fee Borrower LLC and Palm Beach Ambassador Fee Borrower LLC, has filed an application for Architectural Commission review and approval of a new multifamily, multibuilding residential development on the east and west sides of S Ocean Boulevard with a new multi-story residential building with five residential levels and a subterranean parking level and rooftop penthouse mechanical equipment to replace two existing five- and eight- story buildings on the east side of S Ocean Boulevard and to replace an existing three-story building on the west side of S Ocean Boulevard, to be demolished. This project includes multiple variances related to building height, building setbacks, building length, lot coverage, maximum amount of fill, rooftop generators, and rooftop mechanical equipment. This is a combination project that shall also be reviewed by Town Council as it pertains to zoning relief/approval.

ACTION: Approved the railings and landscaping plans with the condition that the size of the material is increased by 10%, as well as the following items to return to the March 25, 2026, meeting: the mechanical screening, the gates, and the stone material (6-1, RS)

10. 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.

ACTION: Approved, with the following conditions: restudying the height of the first and second floors, adjust the frieze to have a deeper undulation, removing the projection, changing the front door light to a recessed light, restudying the front door, restudying the sconces on each side of the balcony doors, adjusting the balcony door to center it on the interior space, restudying the bay window on the front elevation, with all elements to the return for a staff review in coordination with the Chair (7-0)

11. 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.

ACTION: Approved, as presented (5-2, RS and EC)

12. 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.

ACTION: Approved, as presented (4-3, JS, RS, and EC) and that the implementation of the proposed variance will not cause negative architectural impact to the subject property (4-3, JS, CV, and EC)

13. ARC-25-0099 237-239 (243) WORTH AVE. The applicant, CSPB WORTH LLC (Jerome Baumohl, Representative), has filed an application requesting Architectural Commission review and approval for new storefront, stone signage panel, and new awning as part of a combination of two storefronts into one for Bvlgari.

ACTION: Deferred to March 25, 2026 (7-0)

14. 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. *The applicant will be in person to request a deferral.*

ACTION: Deferred to April 29, 2026 (7-0)

15. ARC-25-0075 (ZON-25-0068) 160 BARTON AVE (COMBO). The applicant, Madeleine Parker (HCA Architecture, Representative), has filed an application requesting

Architectural Commission review and approval for a second-floor addition, new fixed cover over front entry, window modification, and site work at an existing residence; with variance relief requested for an addition within the required two-story side-yard setback. Town Council shall review the application as it pertains to zoning relief/ approval. *This item has been deferred to the March 25, 2026, meeting.*

ACTION: Deferred to March 25, 2026

16. ARC-25-0050 (ZON-25-0049) 180 ROYAL PALM WAY, 301-309 S COUNTY RD AND 155-7 BRAZILIAN AVE (COMBO). The applicant, FG Palm Beach Fund LLC and EYE MAN Limited Partnership & TAU Mid Partnership LLP, has filed an application requesting Architectural Commission review and approval for the renovation and exterior alterations to façades of the existing three-story office bank building and the conversion of two floors into residential use; the demolition of existing parking lots and the construction of a new second floor addition with second floor residences, to an existing one-story commercial building at 301 S County Road and demolition and new buildings on Brazilian Ave including on-site parking, site plan and landscape change, including variances to exceed maximum building length, floor area, and reduced drive aisle widths. The Town Council shall review the application as it pertains to zoning relief/approval. *This item has been deferred to the March 25, 2026 meeting.*

ACTION: Deferred to March 25, 2026

17. ARC-25-0058 (ZON-25-0054) 1960 S OCEAN BLVD (COMBO). The applicant, Stephen A. Wynn Florida Revocable Trust (Stephen A. Wynn, Trustee), has filed an application requesting Architectural Commission review and approval for construction of a new beach cabana on the oceanside parcel of an existing residential estate; with setback variances required and special exception review required. Town Council shall review the application as it pertains to zoning relief/ approval. *This item has been deferred to the March 25, 2026 meeting.*

ACTION: Deferred to March 25, 2026

18. 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 April 22, 2026 meeting.*

ACTION: Deferred to April 22, 2026

NEW BUSINESS

19. ARC-25-0078 (ZON-25-0070) 937 N LAKE WAY (COMBO). The applicant, 8SEASIV LLC (Pamela Cline), has filed an application requesting Architectural Commission review and approval for renovations and a single-story garage addition with driveway relocation at an existing single-story residence, with related landscape and hardscape modifications which require a variance to revest existing nonconforming open space. The Town Council shall review the application as it pertains to zoning relief/approval.

ACTION: Approved, with the following conditions: the side door and windows be adjusted to match the front façade in design and placement, the garage height is lowered by approximately 2 feet, and the driveway turnaround and the small terrace at the front entrance be reduced in an amount that will eliminate the variance (7-0)

20. ARC-25-0088 201 ONONDAGA AVE. The applicant, Castelo Family Trust (Henry Wineman II, Trustee & Kendall W. Castelo, Grantee), has filed an application requesting Architectural Commission review and approval for construction of a new, two-story, single-family residence with final hardscape and landscape improvements.

ACTION: Deferred to March 25, 2026, considering all the commissioners' comments on landscaping, placement, and style of the home (7-0)

21. ARC-25-0094 (ZON-26-0005) 1300 N OCEAN BLVD (COMBO). The applicants, Laurence & Molly Austin, have filed an application requesting ARCOM review and approval for renovations to an existing single-family residence including replacement of windows and doors with modification and relocation of some fenestration, modification to architectural details. Site-wide landscape and hardscape renovations are proposed with landscape open space variance required. Town Council shall review the application as it pertains to zoning relief/approval.

ACTION: Deferred to March 25, 2026, with a restudy of the cornice, masonry above the existing windows, fenestration, and hardscape on the east side (7-0)

25. ARC-25-0095 (ZON-25- 0087) 333 SUNSET AVE (COMBO). The applicant, Royal Poinciana South (Maura Ziska), has filed an application requesting Architectural Commission review and approval for installation of new signage requiring variances. The Town Council shall review the application as it pertains to zoning relief and approval.

ACTION: Deferred to March 25, 2026, for a restudy of the signage, including the entrance and exit signage (7-0)

22. ARC-25-0098 (ZON-26-0001) 1519 N OCEAN WAY (COMBO). The applicant, The Duane and Kelly Roberts Community Property Trust U/A/D May 11, 2012 (Kelly Roberts, Trustee), has filed an application requesting Architectural Commission review and approval for renovations and additions to an existing two-story, single-family, residence which will exceed 10,000 sq ft; additionally, site-wide landscape, hardscape and swimming pool modifications and improvements are proposed, including one (1) variance to exceed the maximum number of A/C equipment units in the north side-yard setback area. Town Council shall review the application as it pertains to zoning relief & approval.

ACTION: Deferred to April 29, 2026, for a restudy according to the commissioner's comments (7-0)

23. ARC-25-0101 240 EL DORADO LN. The applicant, the Sack 2020 Family Trust Agreement dated December 22, 2020 (David Koeppel, Trustee), has filed an application requesting Architectural Commission review and approval for a total

renovation and an addition to an existing single-story residence including new and modified doors, windows, roof and architectural details and sitewide hardscape and landscape redesign and replacement.

ACTION: Approved, with the condition that the front portico be restudied and returned for staff approval in coordination with the chair (6-1, EC)

26. ARC-25-0104 (ZON-25-0096) 315 CHAPEL HILL RD (COMBO). The applicant, Ocean Breezes 2 LLC (James Crowley, Representative), has filed an application requesting Architectural Commission review and approval for modifications to a previously approved new residence including shifting the swimming pool location, driveway and vehicular gate modifications, and relocation of equipment requiring variances related to equipment setbacks and screening wall heights. The Town Council shall review the application as it pertains to zoning relief and approval.

ACTION: Approved, as presented, and that the implementation of the proposed variance will not cause negative architectural impact to the subject property (7-0)

24. ARC-25-0102 (ZON-25-0091) 151 WORTH AVE (COMBO). The applicant, 151 Worth Avenue Owner LLC, has filed an application requesting Architectural Commission review and approval for exterior façade alterations to the existing the former Neiman Marcus three-story building, including new openings, new windows and doors including a loading dock door, architectural enhancements such as new pilasters and columns, new signage program, new trellises for the colonnade, pendant lights and walls sconces, among other architectural modifications. The Town Council shall review the application as it pertains to zoning relief/approval.

ACTION: Approved, with the condition that the three basket handle arches are restudied (7-0)

ANY OTHER BUSINESS

MEETING SCHEDULE

27. The next meeting is scheduled for March 25, 2026

ADJOURNMENT

TOWN OF PALM BEACH

Information for Town Council Meeting on: March 3, 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 the renewal of the subscription with Environmental
Systems Research Institute, Inc, in the amount of \$105,327.67 for a period of
forty-two months based on a satisfactory performance and annual budget
authorization.
25-2026

Date: 2/24/2026

STAFF RECOMMENDATION

Staff recommends the Town Council approve Resolution No. 025-2026, approving the renewal of the subscription with Environmental Systems Research Institute, Inc, in the amount of \$105,327.67 for a period of forty-two months based on satisfactory performance and annual budget authorization.

SUMMARY EXPLANATION/BACKGROUND

The Town is renewing the subscription for ESRI Enterprise, which is essential to maintaining the continuity, security, and functionality of our Geographic Information Systems (GIS) operations. ESRI provides the core platform we rely on to host, manage, and distribute our GIS data across the organization. The enterprise environment ensures that our data remains centralized, accessible, and properly governed, supporting both internal workflows and any public-facing mapping applications we maintain.

In addition to data hosting, the ESRI subscription includes critical software and analytical tools that our staff use daily for mapping, spatial analysis, field data collection, and decision support activities. These applications enable us to produce accurate, high quality GIS products and support operational needs across multiple departments. Renewing the subscription ensures we retain access to these capabilities, continue meeting organizational requirements, and avoid disruptions to services that depend on ESRI's technology.

The reason for a forty-two month period is to extend the contract period to the end of the fiscal year period. Town Procurement has made an effort to have all contracts begin and end at the end of the Town's fiscal year reporting period.

FUNDING/FISCAL IMPACT

Funding for this project will be from the IT Department's Operating Budget.

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

Strategic Focus Areas:

Sustainable Management of Town Assets

FUNDING

Operating

RESOLUTION NO. 25-2026

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING THE RENEWAL OF THE SUBSCRIPTION WITH ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC, IN THE AMOUNT OF \$105,327.67 FOR A PERIOD OF FORTY-TWO MONTHS BASED ON A SATISFACTORY PERFORMANCE AND ANNUAL BUDGET AUTHORIZATION.

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. 025-2026, approving the renewal of the subscription with Environmental Systems Research Institute, Inc, in the amount of \$105,327.67 for a period of forty-two months based on satisfactory performance and annual budget authorization.

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

PASSED AND ADOPTED in a regular, adjourned session of the Town Council of the Town of Palm Beach assembled on 3rd of March 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



Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

*To expedite your order, please attach a copy of
this quotation to your purchase order.
Quote is valid from: 11/21/2025 To: 2/19/2026*

Quotation # Q-562495

Date: November 21, 2025

Customer # 184972 Contract #

Town of Palm Beach
Information Systems
360 S County Rd
Palm Beach, FL 33480-6735

ATTENTION: Coraliz Cordero
PHONE: (561) 227-6313
EMAIL: ccordero@townofpalmbeach.com

Material	Qty	Term	Unit Price	Total
193204	1	Term 1 (April 7, 2026 - October 1, 2026)	\$14,727.67	\$14,727.67
Populations of 0 to 25,000 Small Government Enterprise Agreement Annual Subscription				
193204	1	Term 2 (October 2, 2026 - October 1, 2027)	\$30,200.00	\$30,200.00
Populations of 0 to 25,000 Small Government Enterprise Agreement Annual Subscription				
193204	1	Term 3 (October 2, 2027 - October 1, 2028)	\$30,200.00	\$30,200.00
Populations of 0 to 25,000 Small Government Enterprise Agreement Annual Subscription				
193204	1	Term 4 (October 2, 2028 - October 1, 2029)	\$30,200.00	\$30,200.00
Populations of 0 to 25,000 Small Government Enterprise Agreement Annual Subscription				

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact:

Wendy McGuire

Email:

wmcguire@esri.com

Phone:

704-541-9810 x8657

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <https://go.esri.com/MAPS> apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, Esri may invoice at least 30 days in advance of each anniversary date without the issuance of a Purchase Order, and Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <https://www.esri.com/en-us/legal/terms/state-supplemental> apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.



Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

*To expedite your order, please attach a copy of
this quotation to your purchase order.*
Quote is valid from: 11/21/2025 To: 2/19/2026

Quotation # Q-562495

Date: November 21, 2025

Customer # 184972 Contract #

Town of Palm Beach
Information Systems
360 S County Rd
Palm Beach, FL 33480-6735

ATTENTION: Coraliz Cordero
PHONE: (561) 227-6313
EMAIL: ccordero@townofpalmbeach.com

Subtotal:	\$105,327.67
Sales Tax:	\$0.00
Estimated Shipping and Handling (2 Day Delivery):	\$0.00
Contract Price Adjust:	\$0.00
Total:	\$105,327.67

Agreement adjusted to 3 years and 6 months:

Term 1: 4/7/2026 – 10/1/2026
Term 2: 10/2/2026 – 10/1/2027
Term 3: 10/2/2027 – 10/1/2028
Term 4: 10/2/2028 – 10/1/2029

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact:

Wendy McGuire

Email:

wmcguire@esri.com

Phone:

704-541-9810 x8657

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <https://go.esri.com/MAPS> apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, Esri may invoice at least 30 days in advance of each anniversary date without the issuance of a Purchase Order, and Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <https://www.esri.com/en-us/legal/terms/state-supplemental> apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.

MCGUIREW

This offer is limited to the terms and conditions incorporated and attached herein.

Esri Use Only:

Cust. Name _____
 Cust. # _____
 PO # _____
 Esri Agreement # _____



SMALL ENTERPRISE AGREEMENT COUNTY AND MUNICIPALITY GOVERNMENT (E214-1)

This Agreement is by and between the organization identified in the Quotation (“**Customer**”) and **Environmental Systems Research Institute, Inc. (“Esri”)**.

This Agreement sets forth the terms for Customer’s use of Products and incorporates by reference (i) the Quotation and (ii) the Master Agreement. Should there be any conflict between the terms and conditions of the documents that comprise this Agreement, the order of precedence for the documents shall be as follows: (i) the Quotation, (ii) this Agreement, and (iii) the Master Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state in which Customer is located without reference to conflict of laws principles, and the United States of America federal law shall govern in matters of intellectual property. The modifications and additional rights granted in this Agreement apply only to the Products listed in Table A.

Table A
List of Products

Uncapped Quantities (annual subscription)

ArcGIS Enterprise Software and Extensions ArcGIS Enterprise (Advanced and Standard) ArcGIS Monitor ArcGIS Enterprise Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Data Reviewer	ArcGIS Enterprise Additional Capability Servers ArcGIS Image Server ArcGIS Online User Types ArcGIS Online Viewer User Type ArcGIS Enterprise User Types ArcGIS Enterprise Viewer User Type
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Capped Quantities (annual subscription)

ArcGIS Online User Types		ArcGIS Enterprise User Types	
ArcGIS Online Contributor User Type	15	ArcGIS Enterprise Contributor User Type	15
ArcGIS Online Mobile Worker User Type	100	ArcGIS Enterprise Mobile Worker User Type	100
ArcGIS Online Creator User Type	100	ArcGIS Enterprise Creator User Type	100
ArcGIS Online Professional User Type	20	ArcGIS Enterprise Professional User Type	20
ArcGIS Online Professional Plus User Type	20	ArcGIS Enterprise Professional Plus User Type	20
ArcGIS Pro (Add-on Apps) for ArcGIS Online Creator or Professional User Type		ArcGIS Pro (Add-on Apps) for ArcGIS Enterprise Creator or Professional User Type	
ArcGIS 3D Analyst, ArcGIS Data Reviewer, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Publisher, ArcGIS Spatial Analyst, ArcGIS Workflow Manager, ArcGIS Image Analyst	20 each	ArcGIS 3D Analyst, ArcGIS Data Reviewer, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Publisher, ArcGIS Spatial Analyst, ArcGIS Workflow Manager, ArcGIS Image Analyst	20 each
ArcGIS Online Apps and Other		ArcGIS Enterprise Apps and Other	
ArcGIS Location Sharing for ArcGIS Online	20	ArcGIS Location Sharing for ArcGIS Enterprise	20
ArcGIS Online Service Credits	50,000	ArcGIS Advanced Editing User Type Extension for ArcGIS Enterprise	15

Other Benefits

Number of Esri User Conference registrations provided annually	2
Number of Tier 1 Help Desk individuals authorized to call Esri	2
Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside this Agreement	

Customer may accept this Agreement by signing and returning the whole Agreement with (i) the Quotation attached, (ii) a purchase order, or (iii) another document that matches the Quotation and references this Agreement ("**Ordering Document**"). **ADDITIONAL OR CONFLICTING TERMS IN CUSTOMER'S PURCHASE ORDER OR OTHER DOCUMENT WILL NOT APPLY, AND THE TERMS OF THIS AGREEMENT WILL GOVERN.** This Agreement is effective as of the date of Esri's receipt of an Ordering Document, unless otherwise agreed to by the parties ("**Effective Date**").

Term of Agreement: Three (3) years six (6) months: April 7, 2026 - October 1, 2029

This Agreement supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to the licensing of the Products. Except as provided in Article 4—Product Updates, no modifications can be made to this Agreement.

Accepted and Agreed:

(Customer)

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____

CUSTOMER CONTACT INFORMATION

Contact: _____

Telephone: _____

Address: _____

Fax: _____

City, State, Postal Code: _____

E-mail: _____

Country: _____

Quotation Number (if applicable): _____

1.0—ADDITIONAL DEFINITIONS

In addition to the definitions provided in the Master Agreement, the following definitions apply to this Agreement:

“Case” means a failure of the Software or Online Services to operate according to the Documentation where such failure substantially impacts operational or functional performance.

“Deploy”, “Deployed” and “Deployment” mean to redistribute and install the Products and related Authorization Codes within Customer’s organization(s).

“Fee” means the fee set forth in the Quotation.

“Maintenance” means Tier 2 Support, Product updates, and Product patches provided to Customer during the Term of Agreement.

“Master Agreement” means the applicable master agreement for Esri Products incorporated by this reference that is (i) found at <https://www.esri.com/en-us/legal/terms/full-master-agreement> and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed Esri master agreement or license agreement that supersedes such electronically acknowledged master agreement.

“Product(s)” means the products identified in Table A—List of Products and any updates to the list Esri provides in writing.

“Quotation” means the offer letter and quotation provided separately to Customer.

“Technical Support” means the technical assistance for attempting resolution of a reported Case through error correction, patches, hot fixes, workarounds, replacement deliveries, or any other type of Product corrections or modifications.

“Tier 1 Help Desk” means Customer’s point of contact(s) to provide all Tier 1 Support within Customer’s organization(s).

“Tier 1 Support” means the Technical Support provided by the Tier 1 Help Desk.

“Tier 2 Support” means the Esri Technical Support provided to the Tier 1 Help Desk when a Case cannot be resolved through Tier 1 Support.

2.0—ADDITIONAL GRANT OF LICENSE

2.1 Grant of License. Subject to the terms and conditions of this Agreement, Esri grants to Customer a personal, nonexclusive, nontransferable license solely to use, copy, and Deploy quantities of the Products listed in Table A—List of Products for the Term of Agreement (i) for the applicable Fee and (ii) in accordance with the Master Agreement.

2.2 Consultant Access. Esri grants Customer the right to permit Customer’s consultants or contractors to use the Products exclusively for Customer’s benefit. Customer will be solely responsible for compliance by consultants and contractors with this Agreement and will ensure that the consultant or contractor discontinues use of Products upon completion of work for Customer. Access to or use of Products by consultants or contractors not exclusively for Customer’s benefit is prohibited. Customer may not permit its consultants or contractors to install Software or Data on consultant, contractor, or third-party computers or remove Software or Data from Customer locations, except for the purpose of hosting the Software or Data on Contractor servers for the benefit of Customer.

3.0—TERM, TERMINATION, AND EXPIRATION

3.1 Term. This Agreement and all licenses hereunder will commence on the Effective Date and continue for the duration identified in the Term of Agreement, unless this Agreement is terminated earlier as provided herein. Customer is only authorized to use Products during the Term of Agreement. For an Agreement with a limited term, Esri does not grant Customer an indefinite or a perpetual license to Products.

3.2 No Use upon Agreement Expiration or Termination. All Product licenses, all Maintenance, and Esri User Conference registrations terminate upon expiration or termination of this Agreement.

3.3 Termination for a Material Breach. Either party may terminate this Agreement for a material breach by the other party. The breaching party will have thirty (30) days from the date of written notice to cure any material breach.

3.4 Termination for Lack of Funds. For an Agreement with government or government-

owned entities, either party may terminate this Agreement before any subsequent year if Customer is unable to secure funding through the legislative or governing body's approval process.

3.5 Follow-on Term. If the parties enter into another agreement substantially similar to this Agreement for an additional term, the effective date of the follow-on agreement will be the day after the expiration date of this Agreement.

4.0—PRODUCT UPDATES

4.1 Future Updates. Esri reserves the right to update the list of Products in Table A—List of Products by providing written notice to Customer. Customer may continue to use all Products that have been Deployed, but support and upgrades for deleted items may not be available. As new Products are incorporated into the standard program, they will be offered to Customer via written notice for incorporation into the Products schedule at no additional charge. Customer's use of new or updated Products requires Customer to adhere to applicable additional or revised terms and conditions in the Master Agreement.

4.2 Product Life Cycle. During the Term of Agreement, some Products may be retired or may no longer be available to Deploy in the identified quantities. Maintenance will be subject to the individual Product Life Cycle Support Status and Product Life Cycle Support Policy, which can be found at <https://support.esri.com/en/other-resources/product-life-cycle>. Updates for Products in the mature and retired phases may not be available. Customer may continue to use Products already Deployed, but Customer will not be able to Deploy retired Products.

5.0—MAINTENANCE

The Fee includes standard maintenance benefits during the Term of Agreement as specified in the most current applicable Esri Maintenance and Support Program document (found at <https://www.esri.com/en-us/legal/terms/maintenance>). At Esri's sole discretion, Esri may make patches, hot fixes, or updates available for download. No Software other

than the defined Products will receive Maintenance. Customer may acquire maintenance for other Software outside this Agreement.

a. Tier 1 Support

1. Customer will provide Tier 1 Support through the Tier 1 Help Desk to all Customer's authorized users.
2. The Tier 1 Help Desk will be fully trained in the Products.
3. At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.
4. The Tier 1 Help Desk will be the initial point of contact for all questions and reporting of a Case. The Tier 1 Help Desk will obtain a full description of each reported Case and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Case.
5. If the Tier 1 Help Desk cannot resolve the Case, an authorized Tier 1 Help Desk individual may contact Tier 2 Support. The Tier 1 Help Desk will provide support in such a way as to minimize repeat calls and make solutions to problems available to Customer's organization.
6. Tier 1 Help Desk individuals are the only individuals authorized to contact Tier 2 Support. Customer may change the Tier 1 Help Desk individuals by written notice to Esri.

b. Tier 2 Support

1. Tier 2 Support will log the calls received from Tier 1 Help Desk.
2. Tier 2 Support will review all information collected by and received from the Tier 1 Help Desk including preliminary documented troubleshooting provided by the Tier 1 Help Desk when Tier 2 Support is required.
3. Tier 2 Support may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to

supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.

4. Tier 2 Support will attempt to resolve the Case submitted by Tier 1 Help Desk.
5. When the Case is resolved, Tier 2 Support will communicate the information to Tier 1 Help Desk, and Tier 1 Help Desk will disseminate the resolution to the user(s).

6.0—ENDORSEMENT AND PUBLICITY

This Agreement will not be construed or interpreted as an exclusive dealings agreement or Customer's endorsement of Products. Either party may publicize the existence of this Agreement.

7.0—ADMINISTRATIVE REQUIREMENTS

7.1 OEM Licenses. Under Esri's OEM or Solution OEM programs, OEM partners are authorized to embed or bundle portions of Esri products and services with their application or service. OEM partners' business model, licensing terms and conditions, and pricing are independent of this Agreement. Customer will not seek any discount from the OEM partner or Esri based on the availability of Products under this Agreement. Customer will not decouple Esri products or services from the OEM partners' application or service.

7.2 Annual Report of Deployments. At each anniversary date and ninety (90) calendar days prior to the expiration of this Agreement, Customer will provide Esri with a written report detailing all Deployments. Upon request, Customer will provide records sufficient to verify the accuracy of the annual report.

8.0—ORDERING, ADMINISTRATIVE PROCEDURES, DELIVERY, AND DEPLOYMENT

8.1 Orders, Delivery, and Deployment

- a. Upon the Effective Date, Esri will invoice Customer and provide Authorization Codes to activate the nondestructive copy protection program that enables Customer to download,

operate, or allow access to the Products. If this is a multi-year Agreement, Esri may invoice the Fee up to thirty (30) calendar days before the annual anniversary date for each year.

- b. Undisputed invoices will be due and payable within thirty (30) calendar days from the date of invoice. Esri reserves the right to suspend Customer's access to and use of Products if Customer fails to pay any undisputed amount owed on or before its due date. Esri may charge Customer interest at a monthly rate equal to the lesser of one percent (1.0%) per month or the maximum rate permitted by applicable law on any overdue fees plus all expenses of collection for any overdue balance that remains unpaid ten (10) days after Esri has notified Customer of the past-due balance.

- c. Esri's federal ID number is 95-2775-732.

- d. If requested, Esri will ship backup media to the ship-to address identified on the Ordering Document, FOB Destination, with shipping charges prepaid. Customer acknowledges that should sales or use taxes become due as a result of any shipments of tangible media, Esri has a right to invoice and Customer will pay any such sales or use tax associated with the receipt of tangible media.

8.2 Order Requirements. Esri does not require Customer to issue a purchase order. Customer may submit a purchase order in accordance with its own process requirements, provided that if Customer issues a purchase order, Customer will submit its initial purchase order on the Effective Date. If this is a multi-year Agreement, Customer will submit subsequent purchase orders to Esri at least thirty (30) calendar days before the annual anniversary date for each year.

- a. All orders pertaining to this Agreement will be processed through Customer's centralized point of contact.
- b. The following information will be included in each Ordering Document:
 - (1) Customer name; Esri customer number, if known; and bill-to and ship-to addresses
 - (2) Order number
 - (3) Applicable annual payment due

9.0—MERGERS, ACQUISITIONS, OR DIVESTITURES

If Customer is a commercial entity, Customer will notify Esri in writing in the event of (i) a consolidation, merger, or reorganization of Customer with or into another corporation or entity; (ii) Customer's acquisition of another entity; or (iii) a transfer or sale of all or part of Customer's organization (subsections i, ii, and iii, collectively referred to as "**Ownership Change**"). There will be no decrease in Fee as a result of any Ownership Change.

- 9.1 If an Ownership Change increases the cumulative program count beyond the maximum level for this Agreement, Esri reserves the right to increase the Fee or terminate this Agreement and the parties will negotiate a new agreement.
- 9.2 If an Ownership Change results in transfer or sale of a portion of Customer's organization, that portion of Customer's organization will transfer the Products to Customer or uninstall, remove, and destroy all copies of the Products.
- 9.3 This Agreement may not be assigned to a successor entity as a result of an Ownership Change unless approved by Esri in writing in advance. If the assignment to the new entity is not approved, Customer will require any successor entity to uninstall, remove, and destroy the Products. This Agreement will terminate upon such Ownership Change.

TOWN OF PALM BEACH

Information for Town Council Meeting on: March 3, 2026

To: Town Council

Via: Kirk Blouin, Town Manager

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

Re: Request to Hear Proposed Ordinance Nos. 006-2026; 007-2026; 008-2026; 009-2026; 010-2026, prior to 5:00 p.m. on the Wednesday, March 4, 2026, Town Council Development Review Meeting agenda.

Date: 2/18/2026

STAFF RECOMMENDATION

Staff recommends that the Town Council, acting as the Local Planning Agency, conduct the public hearing on proposed Ordinance Nos. 006-2026; 007-2026; 008-2026; 009-2026; 010-2026, prior to 5:00 p.m. The ordinance will be heard at first reading on Wednesday, March 4, 2026, with a possible adoption hearing on Wednesday, April 15, 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.

ATTACHMENT

N/A

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. 033-2025

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

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 make the zoning regulations easier to understand and to simplify the zoning process.
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 are all designed to simplify the zoning process and to make the regulation easier to understand.

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: March 3, 2026

To: Town Council

Via: Kirk W. Blouin, Town Manager

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

Re: Authorization of Assignment of Easement Deed to FDOT Located at 2870 S Ocean Blvd, Palm Beach, Florida 33480

Date: 2/19/2026

STAFF RECOMMENDATION

Town staff recommend that Town Council approve Resolution No. OXX-2026 authorizing the Assignment of Easement Deed located at 2870 S Ocean Blvd to the Florida Department of Transportation (FDOT).

GENERAL INFORMATION

Town staff were notified of an issue with the storm sewer that exists in the 10-ft easement on the north side of the property at 2870 S Ocean Boulevard. The Town does not have any stormwater infrastructure in this area of Town along S Ocean Boulevard, it is all FDOT or private property. Upon further review, the storm sewer is connected to a structure to the east on S Ocean Blvd, which is the Florida Department of Transportation (FDOT) right-of-way, and an outfall to the Lake Worth Lagoon to the west. The original Easement Deed from 1969 is between the property owner and the Town granting a perpetual easement for the "installation and maintenance of storm sewers". As the Town does not have any existing storm sewers, nor any future interest in putting stormwater infrastructure in this easement, staff recommends assigning this Easement Deed to be between the property owner and the Florida Department of Transportation, who own the storm sewer pipe. The property owner has been provided this information and is in agreement about the assignment of easement deed to FDOT.

FUNDING/FISCAL IMPACT

There is no fiscal impact to the Town.

TOWN ATTORNEY REVIEW

This Resolution has been reviewed and approved by the Town Attorney for legal form

and sufficiency.

Attachments

cc: Jason Debrincat, P.E., Assistant Director of Public Works
Patricia Strayer, P.E., Town Engineer

STRATEGIC PLAN

Strategic Priorities:

Safe and Resilient Community

Strategic Focus Areas:

Water Resources

Management of Environmental Threats

FUNDING

No Fiscal Impact

PREPARED BY:
RECORD AND RETURN TO:
Joanne M. O'Connor, Esq.
Jones Foster, P.A.
505 South Flagler Drive, Suite 1100
West Palm Beach, FL 33401

ASSIGNMENT OF EASEMENT DEED

THIS ASSIGNMENT OF EASEMENT DEED is made this ____ day of _____, 2026, by the Town of Palm Beach to the Florida Department of Transportation.

RECITALS

WHEREAS, an easement deed dated the 15th day of October, 1969, between Taylor Made Enterprises ("Grantor") and the Town of Palm Beach, a municipal corporation ("Grantee") conveyed "a perpetual easement for installation and maintenance of storm sewers over, under and across the property described therein" which was recorded in Official Record Book 1818, Page 667 (the "Easement Deed"); and

WHEREAS, the Town of Palm Beach does not maintain the storm sewers located within the easement granted by the Easement Deed; and

WHEREAS, the storm sewers within the easement are maintained by the Florida Department of Transportation ("FDOT") and the FDOT has requested an assignment of the Easement Deed and the Town of Palm Beach has agreed to assign the Easement.

NOW, THEREFORE, for \$10.00 and other good and valuable consideration the parties agree as follows:

1. The Town of Palm Beach ("Assignor") assigns all of its right, title and interest in the Easement Deed previously described herein to the Florida Department of Transportation ("Assignee").
2. The FDOT accepts the assignment and agrees that the Town of Palm Beach shall have no further interest in the Easement Deed and that FDOT assumes all right, title and interest of the Town of Palm Beach.
3. This Assignment shall be recorded in the Public Records of Palm Beach County, Florida.

IN WITNESS WHEREOF the parties have executed this Assignment on the dates reflected herein.

ASSIGNOR:

The Town of Palm Beach, a municipal corporation

By: _____
Danielle Moore, Mayor

Printed Name: _____
Address: _____

Printed Name: _____
Address: _____

Approved as to Form and Legal Sufficiency
For the Town of Palm Beach

By:  _____
Joanne M. O'Connor, Esq.

ASSIGNEE:

Florida Department of Transportation

By: _____
Printed Name: _____

Printed Name: _____
Address: _____

Printed Name: _____
Address: _____

State of Florida
County of Palm Beach

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2026, by Danielle Moore, as Mayor of the Town of Palm Beach, a municipal corporation, on behalf of the corporation, who ☐ is personally known or ☐ has produced a driver's license as identification.

[Notary Seal]

Printed Name: _____
My Commission Expires: _____

State of Florida
County of Palm Beach

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2026, by _____, as _____ of the Florida Department of Transportation, a _____, on behalf of the _____, who ☐ is personally known or ☐ has produced a driver's license as identification.

[Notary Seal]

Printed Name: _____
My Commission Expires: _____

137768

THIS INSTRUMENT WAS PREPARED
BY JACK TAYLOR, TRUSTEE
TAYLOR MADE ENTERPRISES
636 US 1 North Palm
Beach, Fla.

EASEMENT DEED

THIS DEED, dated this 15th day of October, 1969 between

TAYLOR MADE ENTERPRISES, hereinafter

called "Grantors", which term shall include when used herein, wherever the context so requires or admits, their heirs and assigns, and THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, a municipal corporation, hereinafter called "Grantee", which term shall include when used herein, wherever the context so requires or admits, its successors and assigns:

WITNESSETH: That for the sum of Ten Dollars (\$10.00) and other good and valuable considerations, said Grantors do hereby grant, bargain, sell, alien, remise, release, convey and confirm unto the said Grantee a perpetual easement for the installation and maintenance of storm sewers over, under and across the following described property situate, lying and being in Palm Beach County, Florida, to wit:

The North 10 feet of the following described property:

SEE ATTACHED LEGAL DESCRIPTION

lying between State Road A-1-A, as the same now exists, and the bulkhead line in the waters of Lake Worth, as the same now exists.

IN WITNESS WHEREOF, the said Grantorshave hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered
in the presence of:

Helene Weiss
Agnes K. Gleason

Taylor Made Enterprises
Jack Taylor, Trustee (SEAL)
(SEAL)

STATE OF FLORIDA
COUNTY OF

Before me, the undersigned authority, personally appeared Jack Taylor, Trustee, to me well known and known to me to be the persons described in and who executed the foregoing Easement Deed, and acknowledged before me that they executed the same for the purposes therein expressed.

WITNESS my hand and official seal this 15th day of October

Agnes K. Gleason
Notary Public, State of Florida

My commission expires 2-4-70

Return to:

BURNS MIDDLETON FARRELL & FAUST
205 Worth Avenue
PALM BEACH, FLORIDA 33480

A Parcel of Land in Sections 25
Range 43 East, more particularly de

Beginning at the point of inter
Right-of-Way line of State Road No.
Road is recorded in Road Plat Book 1
North Right-of-Way line of Lake Ave
according to Detail of Intersection
Right-of-Way Map, Plat Book 1, page
referred to herein are true and are
Road Department Right-of-Way Map) th
West along the said West Right-of-W
289.01 feet; thence South $89^{\circ} 29' 34''$
368.43 feet, more or less, to a poi

of an existing bulkhead; thence South
along the center line of said bulkhead
259.72 feet, more or less, to a point on the
Right-of-Way line of said Lake Avenue
86° 00' 26" East along the said North line
a distance of 373.45 feet, more or less, to the
Beginning.

PALM BEACH
COUNTY

033018



P.B.
10820



DOCUMENTARY
SUR TAX

00.55

PALM BEACH
COUNTY

NOT A

CERTIFIED COPY

RESOLUTION NO. 24-2026

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, FOR ASSIGNMENT OF EASEMENT DEED WITHIN THE PROPERTY AT 2870 S OCEAN BLVD, IN THE TOWN OF PALM BEACH, FLORIDA TO THE FLORIDA DEPARTMENT OF TRANSPORTATION.

WHEREAS, the Town currently has a 10-foot easement for installation and maintenance of storm sewers along the northern property line of 2870 S Ocean Boulevard; and

WHEREAS, the Town has no interest in continuing to have this easement and finds it in the best interest to assign the Easement Deed to the Florida Department of Transportation, who owns the existing storm sewer within the easement; and

WHEREAS, the Florida Department of Transportation and the property owner agree to the Assignment of Easement Deed; and

WHEREAS, the Town Council of the Town of Palm Beach does hereby find and determines that the easement located on the north property line of 2870 S Ocean Boulevard shall be assigned to the FDOT.

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 easement is hereby assigned to FDOT.

Section 3: The Assignment of Easement Deed shall be recorded at the Palm Beach County Clerk of Courts upon execution by the Town and FDOT.

PASSED AND ADOPTED in a regular, adjourned session of the Town Council of the Town of Palm Beach assembled on March 3, 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: March 3, 2026

To: Town Council

Via: Kirk W. Blouin, Town Manager

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

Re: Modification of Waivers to Town Code for Construction Dates and Noise for Construction of the Blossom Way Groin Rehabilitation Project

Date: 2/19/2026

STAFF RECOMMENDATION

Town staff recommends Town Council approve a modification of the waiver for the Blossom Way Groin Rehabilitation Project to allow construction-related activities outside of the Town Code of Ordinances restrictions for construction dates, hours, and noise levels.

GENERAL INFORMATION

On October 14, 2025, Town Council provided approval for the Blossom Way Groin Rehabilitation Project between November 1, 2025 and April 30, 2026 with the following conditions:

“Construction work will be allowed 7 a.m. to 6 p.m., Monday through Saturday with noisy work 8:00 a.m. to 5 p.m., with no pile driving before 9 a.m. during the week, no pile driving on Saturdays, and if any complaints cannot be resolved by staff, they will be heard by the Town Council.”

Due to unforeseen subgrade conditions at the project work site which have caused delays, the Contractor would like to request a modification of the waiver to include pile driving activities on Saturdays, 8:00 a.m. to 5:00 p.m. No complaints have been made to staff members about noise related to the construction activities. In order to complete the project prior to sea turtle nesting season, staff recommends approving the request.

FUNDING/FISCAL IMPACT

There is no funding/fiscal impact related to this item.

cc. Jason Debrincat, P.E., Assistant Director

Patricia Strayer, P.E., Town Engineer
Julie Parham, P.E., Senior Project Engineer
Sara Gutekunst, Coastal Coordinator
Joanne O'Connor, Town Attorney, Jones Foster

STRATEGIC PLAN

Strategic Priorities:

Environmental Stewardship

Strategic Focus Areas:

Cooperative Relationships

Community Preservation

Management of Environmental Threats

FUNDING

No Funding

TOWN OF PALM BEACH

Information for Town Council Meeting on: March 3, 2026

To: Town Council

Via: Kirk W. Blouin, Town Manager

From: Kelly Churney, CMC, Town Clerk

Re: Appointment to the Architectural Commission

Date: 2/23/2026

Staff recommends that the Town Council review the submitted applications and appoint two (2) regular members to the Architectural Commission (ARCOM) to fill the vacancies created by the term expirations of Elizabeth Connaughton and Betsy Shiverick. Ms. Connaughton is eligible for reappointment, and Ms. Shiverick has reached her term limit and is not eligible for reappointment. These appointments will be for a three-year term, ending in March 2029.

Currently, the commission has three architect seats filled by Richard Sammons, Jeffery Smith, and Elizabeth Connaughton. With Ms. Connaughton's term expiring, one architect seat remains open. The Town Clerk's office has received two applications for this seat: Elizabeth Connaughton and Greg Tankersley, both of whom are registered architects in the State of Florida.

Set out below is the Code which specifies the guidelines for Architects serving on the Board:

Sec. 18-166. - Membership; appointment.

(a)The architectural commission shall consist of seven members. At least two members, but not more than three members, of such commission shall be registered architects in the state. In the event there are in the discretion of the town council, no bona fide applicants who are registered architects in the State of Florida, the town may solicit and appoint architects registered outside the State of Florida to fill one of the architect seats. In addition to the two registered architects, one member of such commission shall be a landscape architect, if available. However, in the event a landscape architect is not available, then one member of such commission shall be a master gardener or someone with equivalent expertise in landscape.(b)The members of such commission shall be appointed by the town council, and the commission shall designate a chair and a vice-chair.

The Town Clerk's office has received the following applications:

REAPPOINTMENT TO FILL THE OPEN ARCHITECT SEAT

Elizabeth Connaughton, 226 Brazilian Avenue, Palm Beach, FL. (Registered Architect in the State of Florida)

PROMOTION TO REGULAR MEMBER

Sue Patterson, 710 S. Ocean Boulevard, Palm Beach, FL.

NEW APPOINTMENT TO FILL THE OPEN ARCHITECT SEAT

Greg Tankersley, 2774 S. Ocean Blvd., Unit 610, Palm Beach, FL. (Registered Architect in the State of Florida)

All applications are on file in the Town Clerk's office and available for review upon request.

STRATEGIC PLAN

Strategic Priorities:

Community Culture and Character, Governmental Leadership and Innovation

Strategic Focus Areas:

Collaborative Town Government

FUNDING

No Fiscal Impact

ARCHITECTURAL COMMISSION (ARCOM)

Next appointment: **March 3, 2026, Town Council meeting**

Openings advertised via news release: **Wk of January 5, 2026**

Deadline to submit applications: **Friday, February 20, 2026, by 5:00 p.m.**

Number of openings: **2 Regular Members**

Applicants

NAME	SEEKING
Elizabeth Connaughton	Reappointment
Sue Patterson	Promotion to Regular Member
Greg Tankersley	New Appointment

Current members and open seats

NAME	TERM EXPIRES
Regular Members	
Jeffrey W. Smith, Chair	March 2027
Richard Sammons, Vice Chair	March 2028
Betsy Shiverick***	March 2026
Kenn Karakul	March 2028
Elizabeth Connaughton	March 2026
Katherine "KT" Catlin	March 2027
Claudia Visconti	March 2027
Alternate Members	
David Phoenix, Jr.	March 2028
Sue Patterson	March 2028
Kathy Georgas	March 2028

Highlighted in yellow=term currently expiring/vacant

*=Applied for reappointment

**=Applied for appointment from alternate member to regular member

***=Termed out



TOWN OF PALM BEACH
ARCHITECTURAL REVIEW COMMISSION
ATTENDANCE RECORD 2025

	1/29/2025	2/26/2025	3/26/2025	4/23/2025	5/28/2025	6/25/2025	7/23/2025	8/27/2025	9/25/2025	10/29/2025	11/21/2025	12/19/2025
MEMBERS												
Jeffrey Smith	P	U	P	P	P	P	E	P	U	P	P	P
Richard Sammons	P	P	P	P	P	P	P	P	U	P	P	P
Betsy Shiverick	P	P	P	P	P	P	U	P	P	P	P	P
Kenn Karakul	P	P	U	P	E	P	U	P	P	P	P	P
Elizabeth Connaughton	P	P	P	P	P	E	P	P	P	P	P	P
Claudia Visconti	P	P	P	P	P	P	P	E	P	P	P	U
KT Catlin	P	P	P	P	P	P	P	U	P	P	P	P
ALTERNATE MEMBERS												
Dan Floersheimer	P	P	#	#	#	#	#	#	#	#	#	#
David Phoenix	P	P	P	P	P	P	P	P	P	P	P	P
Alicia Grace	P	P	#	#	#	#	#	#	#	#	#	#
Sue Patterson	&	&	P	P	P	P	P	P	P	P	P	P
Kathy Georgas	&	&	P	P	P	P	P	P	P	P	P	P

LEGEND P=PRESENT
 E=EXCUSED
 U=UNEXCUSED
 X=COMMISSION DID NOT MEET
 #=TERM EXPIRED
 **PROMOTED TO REGULAR MEMBER
 &=Appointed in 3/25
 %=Resigned

Ballot For Appointment of Regular Member(s)
to the Architectural Commission (ARCOM)
March 3, 2026, Town Council Meeting

Position(s) to be filled: 2 **Regular Members**

Please circle 2 names from the list of names appearing below.

Regular Member Applying for Reappointment as ARCHITECT

Elizabeth Connaughton

Alternate Member Applying for Promotion to REGULAR MEMBER

Sue Patterson

Others Who Have Submitted Applications as ARCHITECT

Greg Tankersley

Signature of Town Council Member: _____
Town Council Member

TOWN OF PALM BEACH

Information for Town Council Meeting on: March 3, 2026

To: Town Council

Via: Kirk W. Blouin, Town Manager

From: Kelly Churney, CMC, Town Clerk

Re: Appointment to the Retirement Board of Trustees

Date: 2/23/2026

Staff recommends that the Town Council review the submitted applications and appoint two (2) regular members to the Retirement Board of Trustees to fill the vacancies created by the term expiration of C. Edward Carter and David Lambert who are both eligible for reappointment. This appointment will be for a three-year term which will expire in March 2029.

The Town Clerk's office has received the following applications:

SEEKING REAPPOINTMENT

C. Edward Carter, 130 Chilean Avenue, Palm Beach, FL.

NEW APPOINTMENT

Henry Hamrock, 100 Worth Avenue, Apt. 702, Palm Beach, FL;
David McDonald, 234 Merrain Road, Palm Beach, FL.

All applications are on file in the Town Clerk's office and available for review upon request.

STRATEGIC PLAN

Strategic Priorities:

Community Culture and Character, Governmental Leadership and Innovation

Strategic Focus Areas:

Collaborative Town Government

FUNDING

No Funding

RETIREMENT BOARD OF TRUSTEES (RBT)

Next appointment: **March 3, 2026, Town Council meeting**

Openings advertised via news release: **Wk of January 5, 2026**

Deadline to submit applications: **Friday, February 20, 2026, by 5:00 p.m.**

Number of openings: **2 Regular Members**

Applicants

NAME	SEEKING
C. Edward Carter	Reappointment
Henry Hamrock	New Appointment
David McDonald	New Appointment

Current members and open seats

NAME	TERM EXPIRES
Regular Members	
Thomas Parker	March 2028
John Copeland	March 2028
David Lambert	March 2026
C. Edward Carter	March 2026
Daniel Stanton	March 2027
Employee Members	
Joseph Birch	March 2028
Michael Marx	March 2026
Jason Debrincat	March 2027
Bob Miracle	Ex-officio

Highlighted in yellow=term currently expiring/vacant

*=Applied for reappointment

Town of Palm Beach, FL - Member Attendance Report - 2025

Retirement Board

Member	Mar 14, 2025	May 16, 2025	Aug 15, 2025	Nov 14, 2025
Thomas Parker	P	P	C	P
Joseph Birch		P	C	P
John W. Copeland	P	A	C	A
Michael Marx	E	P	C	E
Robert Miracle	P	P	C	P
Daniel Stanton	P	P	C	P
C. Edward Carter	P	P	C	P
Jason Debrincat	P	P	C	P
David Lambert	P	P	C	A
Joseph Guelli	P			

Present:	8	8	0	6
Absent:	0	1	0	2
Excused:	1	0	0	1

- * P = Present
- * A = Absent
- * E = Excused
- * C = Canceled

Ballot For Appointment of Regular Member(s)
to the Retirement Board of Trustees
March 3, 2026, Town Council Meeting

Position(s) to be filled: 2 **Regular Members**

Please circle 2 names from the list of names appearing below.

Regular Member(s) Applying for Reappointment

C. Edward Carter

Others Who Have Submitted Applications

Henry Hamrock

David McDonald

Signature of Town Council Member: _____
Town Council Member

TOWN OF PALM BEACH

Information for Town Council Meeting on: March 3, 2026

To: Town Council

Via: Kirk W. Blouin, Town Manager

From: Nicholas Caristo, Chief of Police

Re: Vessel Enforcement Update - Lake Worth Lagoon

Date: 2/23/2026

GENERAL INFORMATION

This memorandum provides a continued update regarding vessel enforcement efforts conducted by the Palm Beach Police Department Marine Unit within the Lake Worth Lagoon, following Town Council's adoption of ordinances restricting vessels from anchoring within Town jurisdictional waters for more than thirty (30) days within a six-month period and prohibiting illegal moorings

These enforcement efforts remain focused on vessels that are non-compliant with local, state, and federal regulations, including unlawful anchoring, illegal moorings, derelict or abandoned vessels, navigational hazards, and environmental or sanitation concerns impacting the Intracoastal Waterway.

Key enforcement priorities continue to 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

ENFORCEMENT ACTIVITY

Since the last Town Council meeting, the Palm Beach Police Department Marine Unit has taken the following enforcement actions within the Lake Worth Lagoon:

- 21 vessels identified and listed for enforcement action
- 16 Notice of Violation issued (50 total issued to date)
- 3 citations issued for illegal moorings
- 7 vessels removed and towed (15 total vessels removed to date)
- Current estimated vessel count within Town jurisdictional waters reduced to approximately 70 vessels, down from the original 168 identified during initial enforcement efforts
- Florida Fish and Wildlife Conservation Commission (FWC) is actively working four (4) derelict vessels identified during joint enforcement efforts

These enforcement actions demonstrate continued progress toward sustained compliance within Town jurisdictional waters. The measurable reduction in anchored vessels reflects the effectiveness of coordinated enforcement efforts, ongoing monitoring, and interagency collaboration, while maintaining focus on navigational safety, environmental protection, and adherence to Town ordinances and applicable state law.

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, Mobility and Transportation, Environmental Stewardship

Strategic Focus Areas:

Quality of Life

FUNDING

Donations

TOWN OF PALM BEACH

Information for Town Council Meeting on: March 3, 2026

To: Town Council

Via: Kirk W. Blouin, Town Manager

From: Nicholas Caristo, Chief of Police

Re: Police Department Traffic Report Update

Date: 2/23/2026

GENERAL INFORMATION

This memorandum provides a detailed year-over-year comparison of AM (07:00–09:59) and PM (14:00–18:00) rush-hour traffic volumes by directional bridge approach for December, January, and February (Days 1–19). The analysis is based on License Plate Reader (LPR) camera data collected across the Town’s primary bridge corridors, including Royal Park, Flagler Memorial, Southern Boulevard, and Lake Worth.

The purpose of this review is to evaluate peak-period traffic demand during the height of the seasonal influx and to assess the operational effectiveness of the Town’s traffic mitigation strategies. By examining directional inbound and outbound volumes separately during established peak travel windows, the Department can identify demand patterns, measure year-over-year changes, and deploy personnel and enforcement resources accordingly.

This focused rush-hour analysis provides a more precise assessment of congestion impacts than system-wide totals, as it isolates the periods when traffic demand is highest and when mitigation efforts are most critical.

December – Daily Average Rush Hour Volume (2024 vs 2025)

Royal Park Bridge

- EB AM: 4,506 → 4,644 (+3.1%)
- EB PM: 5,434 → 5,798 (+6.7%)
- WB AM: 1,387 → 1,680 (+21.1%)
- WB PM: 6,666 → 7,643 (+14.7%)

Flagler Bridge

- EB AM: 2,789 → 2,793 (+0.1%)
- EB PM: 3,097 → 3,344 (+8.0%)
- WB AM: 982 → 1,267 (+29.0%)
- WB PM: 3,801 → 5,299 (+39.4%)
-

Southern Boulevard

- EB AM: 806 → 2,281 (+183.0%)
- EB PM: 2,226 → 2,834 (+27.3%)
- WB AM: 656 → 784 (+19.5%)
- WB PM: 2,050 → 2,937 (+43.3%)

Lake Worth Bridge

- EB AM: 1,287 → 1,844 (+43.3%)
- EB PM: 1,805 → 2,237 (+23.9%)
- WB AM: 748 → 872 (+16.6%)
- WB PM: 2,113 → 3,038 (+43.8%)

January – Daily Average Rush Hour Volume (2025 vs 2026)

Royal Park

- EB AM: 3,860 → 4,193 (+8.6%)
- EB PM: 5,238 → 5,954 (+13.7%)
- WB AM: 1,421 → 1,760 (+23.9%)
- WB PM: 6,205 → 7,468 (+20.4%)

Flagler

- EB AM: 2,580 → 2,762 (+7.1%)
- EB PM: 3,330 → 3,665 (+10.1%)
- WB AM: 1,040 → 1,290 (+24.0%)
- WB PM: 4,623 → 5,451 (+17.9%)

Southern Boulevard

- EB AM: 1,112 → 2,056 (+84.9%)
- EB PM: 2,401 → 3,162 (+31.7%)
- WB AM: 645 → 794 (+23.1%)

- WB PM: 2,181 → 2,985 (+36.9%)

Lake Worth

- EB AM: 1,284 → 1,542 (+20.1%)
- EB PM: 2,006 → 2,434 (+21.3%)
- WB AM: 731 → 846 (+15.7%)
- WB PM: 2,571 → 3,183 (+23.8%)

February (Days 1–19) – Daily Average Rush Hour Volume (2025 vs 2026)

Royal Park

- EB AM: 3,744 → 4,433 (+18.4%)
- EB PM: 4,892 → 5,836 (+19.3%)
- WB AM: 1,712 → 2,247 (+31.3%)
- WB PM: 5,814 → 7,761 (+33.5%)

Flagler

- EB AM: 2,541 → 2,849 (+12.1%)
- EB PM: 3,458 → 4,073 (+17.8%)
- WB AM: 1,204 → 1,524 (+26.6%)
- WB PM: 4,765 → 5,907 (+24.0%)

Southern Boulevard

- EB AM: 1,582 → 2,347 (+48.4%)
- EB PM: 2,741 → 3,527 (+28.7%)
- WB AM: 764 → 1,039 (+36.0%)
- WB PM: 2,523 → 3,427 (+35.8%)

Lake Worth

- EB AM: 1,414 → 1,696 (+19.9%)
- EB PM: 2,092 → 2,530 (+20.9%)
- WB AM: 789 → 936 (+18.6%)
- WB PM: 2,694 → 3,268 (+21.3%)

-

TRAFFIC COMPLAINT REDUCTION

Traffic complaint data was analyzed to evaluate the effectiveness of mitigation efforts:

Month	Prior Year	Current Year	Change	% Change
December	45	24	-21	-46.7%
January	37	38	+1	+2.7%
February	31	17	-14	-45.2%

Overall complaints decreased from 113 to 79, representing a 30.1% reduction year-over-year.

Importantly, this reduction occurred despite measurable increases across all inbound and outbound bridge approaches during both AM and PM peak periods. The data indicates that current mitigation strategies are effectively managing higher seasonal traffic volumes while reducing resident-reported congestion concerns.

Contributing factors include the strategic leadership of the Mayor and Town Council, working in close coordination with the Town Manager's Office and the Police Department to implement targeted traffic mitigation measures during peak travel periods. These coordinated efforts included reducing the size of barges traveling north and south along the Intracoastal Waterway for the Bone Fish Cove project, which significantly reduced discretionary bridge openings and the frequency of openings during high-volume hours. Through coordinated engagement with the U.S. Coast Guard, bridge openings during peak travel periods were consolidated to once per hour, further minimizing traffic disruptions along the Town's primary bridge corridors. Additionally, continued collaboration with Palm Beach County Traffic Management to maintain synchronized signal timing throughout the downtown West Palm Beach corridors has enhanced regional mobility and reinforced the Town's comprehensive traffic mitigation strategy.

Furthermore, the addition of five sworn police officers, along with the recent hiring of Police Service Aids, has substantially strengthened the Department's ability to execute targeted traffic mitigation strategies at key intersections within the Royal Palm and Royal Poinciana corridors, while continuing to preserve full public safety coverage and operational readiness.

STAFF RECOMMENDATION

Staff recommends that Town Council receive and accept this report for informational purposes and support the continued implementation of data-driven traffic mitigation strategies. The Palm Beach Police Department will maintain targeted rush-hour deployments along key bridge corridors and continue proactive enforcement efforts during peak seasonal periods and special events.

NC/dw

cc: Carolyn Stone, Assistant Town Manager
Robert Miracle, Assistant Town Manager
Paul Brazil, Director of Public Works
Joanne O'Connor, Town Attorney

STRATEGIC PLAN

Strategic Priorities:

Mobility and Transportation, Safe and Resilient Community

Strategic Focus Areas:

Quality of Life

FUNDING

No Fiscal Impact

TOWN OF PALM BEACH

Information for Town Council Meeting on: March 3, 2026

To: Town Council

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

From: Friederike H. Mittner, FAICP, Architectural Review & Historic Preservation Manager
Abraham Fogel, AICP, GGEP, Design & Preservation Planner

Re: Annual Report of the Landmarks Preservation Commission

Date: 2/18/2026

ATTACHMENT

Landmarks Preservation Commission 2025 Annual Report

STRATEGIC PLAN

Strategic Priorities:

Community Culture and Character

Strategic Focus Areas:

Quality of Life

Community Preservation

FUNDING

No Fiscal Impact

Landmarks Preservation Commission (LPC) – Annual Report 2025 (January to December)

Presented Tuesday March 4, 2026 – Brittain Damgard, LPC Chairperson

- The Commission held twelve (12) regularly scheduled meetings in the calendar year 2025.
- The average attendance rate was over 90%, with a total of 11 absences for the year (8 unexcused and 3 excused).
- The Commission reviewed forty (40) projects, twenty-nine (29) Certificates of Appropriateness (COA), and eleven (11) Historically Significant Buildings (HSB).
- Twelve (12) landmark designation hearings took place:

PROPERTY ADDRESS	MEETING DATE
225 South County Road	01/22/25
216 Monterey Road	01/22/25
301 Ridgeview Drive	01/22/25
126 Root Trail	02/19/25
480 South Ocean Boulevard	03/19/25
401 Peruvian Ave	04/16/25
303 Pendleton Lane	11/19/25
201 Worth Ave	11/19/25
220 Eden Road	11/19/25
246 Tangier	11/19/25
105 North County Road	12/17/25
306 Seabreeze Avenue	12/17/25

- On behalf of the Commission, staff designated seven (7) properties as Historically Significant Buildings:

PROPERTY ADDRESS	DESIGNATION
250 Queens Lane	March 2025
216 Oleander Avenue	March 2025
259 Queens Lane	May 2025
222 Seaspray Avenue	September 2025
235 Sanford Avenue	September 2025
125 Brazilian Avenue	October 2025
995 Adam Road	November 2025

- Town Council designated thirteen (13) new Landmarks and passed five (5) Historic Ad Valorem Tax Exemption Resolutions.
- In 2025, 225 administrative-level applications were received which are reviewed by staff in consultation with the LPC Chairperson.
- In May, Mayor Moore proclaimed May 2025 as Historic Preservation Month to heighten awareness of the value of historic preservation in the Town.
- In December, The Preservation Foundation of Palm Beach, in partnership with the Town of Palm Beach, hosted a special evening honoring homeowners whose properties were newly designated as Landmarks. The cocktail reception celebrated the stewardship of Palm Beach's architectural heritage, during which homeowners were presented with official bronze plaques recognizing their

commitment to preservation. Remarks by Mayor Danielle H. Moore and Landmarks Preservation Commission Chair Brittain Damgard acknowledged the homeowners and professionals whose dedication helps protect the Town's historic character and enduring sense of place.

- In 2025, 27 plaques were distributed to landmark property owners.
- In 2025, a bronze plaque was designed, manufactured, and began being distributed to property owners of Historically Significant Buildings.
- Throughout 2025, town staff conducted over 25 final inspections to ensure compliance with approvals.
- Ordinances adopted in 2025 simplified the notice requirements for floodplain variances and established landmark incentives. By expanding opportunities for landmark adjustments, these changes promote the redevelopment of landmark properties by streamlining the review of existing nonconformities and allowing expansions that respect the landmark structure, while recognizing that these properties were constructed prior to today's zoning code. This approach supports expanded allowances for CCR, lot coverage, and setbacks. At least one project has already benefited from the landmark incentive.
- Commissioners remain committed and enthusiastic in their service to the Town, looking forward to the continued preservation of Palm Beach's distinctive character and charm.

TOWN OF PALM BEACH

Information for Town Council Meeting on: March 3, 2026

To: Town Council

Via: Kirk W. Blouin, Town Manager

From: Nicholas Caristo, Chief of Police

Re: An Ordinance Of The Town Council Of The Town Of Palm Beach, Palm Beach County, Florida, Amending The Town Code Of Ordinances At Chapter 2 "Administration" To Add The Appointment Of Special Magistrates To Preside Over Certain Code Enforcement Violation Hearings By Amending Division 1 "Generally," Sec. 2-367; Amending Division 2 "Code Enforcement Board," Sections 2-401-2-405; Amending Division 3 "Procedure," Sections 2-426-2-427, 2-429-2-430, 2-432-2-437; Providing For Severability; Providing For Repeal Of Ordinances In Conflict; Providing For Codification; Providing An Effective Date. 11-2026

Date: 2/23/2026

STAFF RECOMMENDATION

Staff recommends that the Town Council appoint a Florida barred attorney as Special Magistrate pursuant to Florida Statutes Chapter 162 to oversee code violations of Chapter 74 of the Town Code. It is preferred that the Special Magistrate have experience handling maritime issues or issues common to coastal municipalities because the Special Magistrate will have limited jurisdiction to hear cases involving and enforce the provisions of Chapter 74 of the Town Code. Chapter 74 "Parks and Recreation," encompasses beaches, inlets, boats and aquatic activities.

GENERAL INFORMATION

Chapter 162, Florida Statutes, authorizes local governments to enforce its code of ordinances through the appointment of:

1. Code Enforcement Boards composed of volunteer members; and
2. Special Magistrates appointed by the local governing body.

Much like the current Code Enforcement Board, a Special Magistrate vested with authority to:

- Conduct quasi-judicial hearings;

- Administer oaths;
- Receive testimony;
- Issue findings of fact and conclusions of law; and
- Assess fines within statutory limits for noncompliance

Appeals of the Code Enforcement Board and of any Special Magistrate decision proceed to Circuit Court, making the legal sufficiency of the record critical.

Knowledge of Maritime and Coastal Law

Coastal municipalities routinely encounter code violations involving:
Riparian and littoral rights;

- State sovereignty submerged lands versus privately owned submerged lands;
- Marine construction (docks, seawalls, boat lifts, mooring);
- Environmental and navigational compliance; and
- Interplay between local, state, and federal regulatory frameworks.

An attorney with maritime or coastal law experience serving as Special Magistrate to hear violation cases specific to Ch. 74 brings subject-matter expertise in these complex areas of law. This specialized knowledge reduces the likelihood of legal error, strengthens written findings, and enhances the defensibility of enforcement actions on appeal.

Volunteer Code Enforcement Boards, while valuable in many contexts, may lack familiarity with the nuanced statutory and jurisdictional issues unique to marine and coastal code enforcement cases.

Procedural Integrity and Application of Evidence Standards

Code enforcement proceedings are quasi-judicial in nature. Decisions must be supported by competent, substantial evidence and comply with fundamental due process requirements.

A Florida barred attorney with experience in maritime or coastal legal issues will better serve the Town in code enforcement proceedings that involve these unique issues of maritime law. Having a Special Magistrate preside over maritime issues may reduce procedural vulnerabilities in any orders issued by the Code Enforcement Board.

Efficiency and Administrative Continuity

A Special Magistrate eliminates quorum concerns and provides:

- Greater scheduling flexibility;
- Faster handling of emergency or hazardous maritime violations;
- Consistency in rulings across similar complex cases; and
- Administrative continuity.

Efficiency and scheduling flexibility are particularly important where violations may

involve unsafe marine structures, environmental damage, or navigational hazards.

Assessment of Fines and Liens

Under Chapter 162, fines may be imposed up to statutory maximums, including enhanced penalties for repeat violations. Maritime violations can involve:

- High-value waterfront structures;
- Significant environmental impacts;
- Restoration costs; and
- Potential damages in the thousands of dollars per violation.

An attorney with maritime or coastal experience is well positioned to:

- Assess proportional and legally defensible fines;
- Properly structure lien orders;
- Receive and assess evidence involving unique maritime issues; and
- Reduce exposure to appeals.

Conclusion

For coastal and maritime-focused jurisdictions, the appointment of an attorney as a Special Magistrate provides significant advantages as laid out herein. Given the legal complexity and potential financial exposure associated with maritime enforcement matters, the appointment of a Florida barred attorney as Special Magistrate represents a prudent and legally sound approach for these unique enforcement cases.

NC

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, Environmental Stewardship

Strategic Focus Areas:

Quality of Life

FUNDING

ORDINANCE NO. 11-2026

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, AMENDING THE TOWN CODE OF ORDINANCES AT CHAPTER 2 "ADMINISTRATION" TO ADD THE APPOINTMENT OF SPECIAL MAGISTRATES TO PRESIDE OVER CERTAIN CODE ENFORCEMENT VIOLATION HEARINGS BY AMENDING DIVISION 1 "GENERALLY," SEC. 2-367; AMENDING DIVISION 2 "CODE ENFORCEMENT BOARD," SECTIONS 2-401-2-405; AMENDING DIVISION 3 "PROCEDURE," SECTIONS 2-426-2-427, 2-429-2-430, 2-432-2-437; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT; PROVIDING FOR CODIFICATION; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Palm Beach, Florida ("Town") is a duly constituted municipality having such power and authority conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, coastal municipalities such as the Town, routinely encounter code enforcement violations involving riparian and littoral rights, submerged lands, marine construction (docks, seawalls, boat lifts, mooring), marine environmental and navigational issues, and the interplay between local, state, and federal regulatory frameworks with respect to bodies of water within the Town's jurisdiction; and

WHEREAS, chapter 74 of the Town's code of ordinances governs "Parks and Recreation," which encompasses ordinances governing beaches, inlets, boats and boating, and aquatic activities; and

WHEREAS, given the nuances and complexities typically associated with violations involving riparian and littoral rights, submerged lands, marine construction (docks, seawalls, boat lifts, mooring), marine environmental and navigational issues, and the interplay between local, state, and federal regulatory frameworks with respect to bodies of water within the Town's jurisdiction, the Town Council finds that code enforcement violations of such nature would best be brought before a Special Magistrate who would be a Florida attorney in good standing with the Florida Bar with specialized knowledge in maritime or coastal municipal law; and

WHEREAS, in order to protect the health, safety, and welfare of its residents and visitors, the Town Council finds that a Special Magistrate shall be appointed to preside over all code enforcement violations of Chapter 74 of the Town Code.

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

Section 1: The recitations set forth above are true and correct and incorporated herein as legislative findings of the Town Council.

Section 2: The Code of Ordinances of the Town of Palm Beach is hereby amended at Chapter 2 – Administration by amending Divisions I-III as follows:

DIVISION 1. – GENERALLY

Sec. 2-367. - Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Code inspector means any authorized agent or employee of the town whose duty it is to assure code compliance. The term shall include, but not be limited to town police officials.

Enforcement board means the town code enforcement board.

Special magistrate means the special magistrate(s) appointed by the Town Council.

DIVISION 2. - CODE ENFORCEMENT BOARD AND SPECIAL MAGISTRATE

Sec. 2-401. - Organization.

(a) The town council shall appoint a seven-member code enforcement board and legal counsel for the board. The members shall have the qualifications and terms of office specified in this section.

(b) Members of the enforcement board shall be residents of the town. Appointments shall be made by the town council on the basis of experience or interest in the fields of zoning and building control. The membership of the enforcement board shall, whenever possible, include:

- (1) An architect.
- (2) A businessperson.
- (3) An engineer.
- (4) A general contractor.
- (5) A realtor.
- (6) A subcontractor.
- (7) A general member.

In consideration of the appointment of a general member, or if it is not possible to fill a selection from any of the other categories set forth above, the town council shall give consideration to the appointment of a member to the code enforcement board with experience in the field of public health.

(c) In addition, the town council may appoint two alternate members for the purpose of serving in the absence of any of the board members specified above. The alternate members shall be appointed for a term of three years and shall serve in the absence of any regular member of the enforcement board. Alternate members may be appointed from the general public and need not be selected from any specific category of profession, but must be a resident of the town.

(d) In lieu of, or in addition to the enforcement board, in accordance with Ch. 162, Florida Statutes, the Town Council may appoint special magistrates who are licensed to practice law in the state and are members in good standing of the Florida Bar.

[More than one special magistrate may be appointed.](#)

Sec. 2-402. - Terms; removal provisions; absences; conflicts of interest.

(a) In order that terms of office of all members of the enforcement board will not expire at the same time, the initial appointments to the board shall be staggered. Thereafter, members shall be appointed for terms of three years. A member of the enforcement board shall not be appointed for more than two consecutive three-year terms, but shall be eligible for reappointment upon the lapse of nine months after the expiration of the member's second consecutive three-year term. For members who have already served two three-year terms upon the date of the adoption of this Code, they may serve one additional three-year term. The town council has the ability to waive this term limitation in the event the town council determines that it is necessary to extend the term in order to maintain the required number of persons on the ~~code~~ enforcement board.

(b) All members of the ~~code~~ enforcement board, including alternates, serve at the pleasure of the town council and may be removed from the board with or without cause. Members of the board shall be automatically removed for lack of attendance. Lack of attendance is defined as failure to attend three regularly scheduled meetings in any one calendar year. Excused absences due to illness, a death in the family, religious holidays and requirements of legal process shall not constitute lack of attendance. The member shall notify the office of the chief of police in writing of the board member's intended absence at least seven business days prior to the regularly scheduled meeting. Failure to do so, absent an emergency which prevents timely notice, will cause the absence to be unexcused. Excused absences shall be entered into the minutes at the next regularly scheduled meeting of the board after the absence. A member may petition the town council, in the event of extenuating circumstances, to excuse an absence otherwise not automatically excused pursuant to the provisions of this section.

(c) In the event of excessive conflicts of interest during any one calendar year, the board member shall be automatically removed from the board. Excessive conflicts of interest are defined as five or more conflicts of interest in any one calendar year. Continuing conflicts of interest on a single application once declared shall not be counted as additional conflicts of interest. This rule shall apply from the date of adoption to the end of the 2013 calendar year and shall be applicable, thereafter, on a calendar year basis.

[\(d\) Any appointed special magistrate may be removed by a majority vote of the Town Council.](#)

Sec. 2-403. - Officers.

(a) The members of the enforcement board shall elect a chair. The presence of four or more members shall constitute a quorum of the enforcement board. Members shall serve without compensation but may be reimbursed for such travel expenses, mileage expenses, and per diem expenses as may be authorized by the town council.

(b) The town attorney shall be counsel to the enforcement board.

[\(c\) The town attorney shall be counsel to the Town for any special magistrate hearings.](#)

Sec. 2-404. - Jurisdiction.

The enforcement board shall enforce and have jurisdiction of all chapters of the Code and ordinances of the town except offenses and parking and statutory violations of the traffic code and any violations under Chapter 74 of the Code. Appointed special magistrates shall have exclusive jurisdiction of enforcement cases brought for violations of Chapter 74 of this Code.

Sec. 2-405. - Powers.

The enforcement board and special magistrate shall have the power to:

- (1) Adopt rules for the conduct of its hearings.
- (2) Subpoena alleged violators and witnesses to its hearings. Subpoenas may be served by town's police department.
- (3) Subpoena records, surveys, plats and other material.
- (4) Take testimony under oath.
- (5) Issue orders having the force of law commanding whatever steps are necessary to bring a violation into compliance.

DIVISION 3. - PROCEDURE**Sec. 2-426. - Initiation; notification.**

- (a) It shall be the duty of the code inspector to initiate enforcement proceedings of the various codes. No member of a board and no special magistrate shall have the power to initiate such enforcement proceedings.
- (b) Any violation of a town code or ordinance shall constitute a civil infraction.
- (c) Except as otherwise provided in sections 2-432 and 2-433, if a violation of the codes is found, the code inspector shall notify the violator and give the violator a reasonable time, which shall not exceed 30 days, to correct the violation. Should the violation continue beyond the time specified for correction, the code inspector shall issue a citation as described in section 2-431 to the person who has committed the violation. Upon issuance of the citation, the code inspector shall deposit the original citation and one copy of the citation with the enforcement board or special magistrate. Written notice of the enforcement board or special magistrate hearing shall be hand delivered or mailed to the violator as provided in section 2-437 within a reasonable time prior to ~~the board~~ any hearing. At the option of the enforcement board or special magistrate, notice may additionally be served by publication or posting as provided in section 2-437. If the violation is corrected and then recurs or if the violation is not corrected by the time specified for correction by the code inspector, the case may be presented to the enforcement board or special magistrate even if the violation has been corrected prior to the ~~board~~ hearing; and the notice shall so state.

Sec. 2-427. - Repeat violation.

If a repeat violation is found, the code inspector shall notify the violator but is not required to give the violator a reasonable time to correct the violation. The code inspector, upon notifying the violator of a repeat violation, shall notify the

enforcement board or special magistrate and request a hearing. The enforcement board or special magistrate, through its clerical staff, shall schedule a hearing and shall provide notice pursuant to section 2-437. The case may be presented to the enforcement board or special magistrate even if the repeat violation has been corrected prior to the ~~board~~ hearing, and the notice shall so state. If the repeat violation has been corrected, the enforcement board or special magistrate retains the right to schedule a hearing to determine costs and impose the payment of reasonable enforcement fees upon the repeat violator. The repeat violator may choose to waive his rights to this hearing and pay the costs as determined by the enforcement board or special magistrate.

Sec. 2-429. - Violator's choices.

Upon receiving a citation, an alleged violator may elect to proceed to the enforcement hearing indicated in the notice before the enforcement board or special magistrate or may elect to pay the civil penalty if the violation is one that is specifically provided in the fine schedule set forth in section 2-439. If a person elects to contest the citation, proceed to the enforcement hearing indicated in the notice. He shall appear before the enforcement board or special magistrate on the date set forth in the notice pursuant to section 2-437. If a person elects not to contest the violation he shall pay the civil penalty provided in the schedule set forth in section 2-439 within ten days after issuance of the citation.

Sec. 2-430. - Penalty.

- (a) A civil penalty for violation of any town code or ordinance shall not exceed \$250.00 for a first violation or \$500.00 for a repeat violation; and, in addition, may include all costs of repairs pursuant to F.S. § 162.09(1). However, if the enforcement board or special magistrate finds the violation to be irreparable or irreversible in nature, it may impose a fine not to exceed \$5,000.00 per violation.
- (b) If the alleged violator elects not to contest the citation, the maximum civil penalty for the violation may be reduced from the amount imposed if the person elected to contest the violation.
- (c) If a person fails to pay the civil penalty within the time allowed, or fails to appear before the enforcement board or special magistrate to contest the citation, he shall be deemed to have waived his right to contest the citation, whereupon judgment may be entered against the person up to the fines provided in subsection (a) of this section.
- (d) The enforcement board or special magistrate may reduce any civil penalty imposed pursuant to this division if, in the board's sole discretion, it is determined that the circumstances warrant such reduction.

Sec. 2-432. - Conduct of hearing.

- (a) Upon the request of the code inspector, or at such other times as may be necessary, the chair of the enforcement board may call hearings of the enforcement board. Hearings may also be called by written notice signed by at least three members of the enforcement board. The enforcement board or the special magistrate at any hearing may set a future hearing date. The enforcement board should attempt

to convene no less frequently than once every two months, but may meet more or less often as the demand necessitates. Minutes shall be kept of all hearings by the enforcement board, and all hearings shall be open to the public. The town shall provide clerical and administrative personnel as may be reasonably required by the enforcement board for the proper performance of its duties. Upon request of the code inspector or of the chief of police, or at such other time as may be necessary, the special magistrate may call a special magistrate hearing. Minutes shall be kept of all hearings by the special magistrate, and all hearings shall be open to the public. The town shall provide clerical and administrative personnel as may be reasonably required by the special magistrate for the proper performance of his or her duties.

(b) Each case before the enforcement board or special magistrate shall be presented by a member of the town's administrative staff.

(c) If the town ~~council~~ prevails in prosecuting a case before the enforcement board or special magistrate, it shall be entitled to recover all costs incurred in prosecuting the case ~~before the enforcement board~~, and such costs may be included in the lien authorized under section 2-435.

(d) The enforcement board or special magistrate shall proceed to hear the cases on the agenda for that day. All testimony shall be under oath and shall be recorded. The enforcement board or special magistrate shall take testimony from the code inspector and alleged violator. Formal rules of evidence shall not apply; however, fundamental due process shall be observed and govern the proceedings.

(e) At the conclusion of the hearing, the enforcement board or special magistrate shall issue findings of fact based on evidence of record and conclusions of law and shall issue an order affording the proper relief consistent with powers granted in this article. The finding shall be by motion approved by a majority of those present and voting for matters heard by the enforcement board, except that at least four members of the enforcement board must vote for the action to be official, or shall be made by the special magistrate during or at the conclusion of each case presented. The order may include a notice that it must be complied with by a specified date and that a fine may be imposed and, under the conditions specified in section 2-433, the cost of repairs may be included along with the fine if the order is not complied with by said date.

(f) A certified copy of such order may be recorded in the public records of the county and shall constitute notice to any subsequent purchasers, successors in interest, or assigns if the violation concerns real property; and the findings therein shall be binding upon the violator and, if the violation concerns real property, any subsequent purchasers, successors in interest or assigns. If an order is recorded in the public records pursuant to this subsection and the order is complied with by the date specified in the order, the enforcement board or special magistrate shall issue an order acknowledging compliance that shall be recorded in the public records. A hearing is not required to issue such an order acknowledging compliance.

Sec. 2-433. - Fines for violations.

The enforcement board or special magistrate, upon notification by the code inspector that a previous order of the enforcement board or special magistrate has not been complied with by the set time, or upon finding that the same violation has been

repeated by the same violator, may order the violator to pay a fine as provided in [section 2-430\(a\)](#) for each day the violation continues past the date set for compliance, or for each time the violation has been repeated; a hearing shall not be necessary for issuance of the order.

Sec. 2-434. - Factors determining amount of fine.

In determining the amount of the fine, the enforcement board [or special magistrate](#) shall consider the following factors:

- (1) The gravity of the violation;
- (2) Any actions taken by the violator to correct the violation; and
- (3) Any previous violations committed by the violator.

Sec. 2-435. - Recording of order imposing fine; lien.

(a) A certified copy of an order imposing a fine may be recorded in the public records and thereafter shall constitute a lien against the land on which the violation exists and upon any other real or personal property owned by the violator superior to all other liens, encumbrances, titles and claims and equal in rank and dignity with a lien for ad valorem taxes; and it may be enforced in the same manner as a court judgment by the sheriffs of this state, including levy against the personal property, but shall not be deemed to be a court judgment except for enforcement purposes.

(b) After three months from the filing of any such lien which remains unpaid, the enforcement board [or special magistrate](#) may authorize the town attorney to foreclose on the lien. No lien created pursuant to the provisions of this division may be foreclosed on real property which is a homestead under Fla. Const. art. X, § 4.

(c) No lien provided under the Local Government Code Enforcement Boards Act shall continue for a period longer than 20 years after the certified copy of an order imposing a fine has been recorded, unless within that time an action to foreclose on the lien is commenced in a court of competent jurisdiction. The continuation of the lien effected by the commencement of the action shall not be good against creditors or subsequent purchasers for valuable consideration without notice, unless a notice of lis pendens is recorded. In an action to foreclose on a lien brought pursuant to this section, the prevailing party is entitled to recover all costs, including reasonable attorney's fees.

Sec. 2-436. - Appeal.

An aggrieved party, including the town council, may appeal a final administrative order of the enforcement board [or special magistrate](#) to the circuit court. Such an appeal shall not be a hearing de novo but shall be limited to appellate review of the record created before the enforcement board [or special magistrate](#). An appeal shall be filed within 30 days of the execution of the order to be appealed.

Sec. 2-437. - Notices.

(a) All notices required by this division shall be provided to the alleged violator by certified mail, return receipt requested; by hand delivery by the sheriff or other law enforcement officer, code inspector or other person designated by the town; or by leaving the notice at the violator's usual place of residence with any person residing

therein who is above 15 years of age and informing such person of the contents of the notice.

(b) In addition to providing notice as set forth in subsection (a) of this section, at the option of the enforcement board [or special magistrate](#), notice may also be served by publication or posting, as follows:

(1) Such notice shall be published once during each week for four consecutive weeks (four publications being sufficient) in a newspaper of general circulation in the county where the enforcement board is located. The newspaper shall meet such requirements as are prescribed under F.S. ch. 50 for legal and official advertisements. Proof of publication shall be made as provided in F.S. §§ 50.041 and 50.051.

(2) In lieu of publication as described in subsection (b)(1) of this section, such notice may be posted for at least ten days in at least two locations, one of which shall be the property upon which the violation is alleged to exist and the other of which shall be at city hall. Proof of posting shall be by affidavit of the person posting the notice, which affidavit shall include a copy of the notice posted and the date and places of its posting.

(3) Notice by publication or posting may run concurrently with or may follow an attempt to provide notice by hand delivery or by mail as required under subsection (a) of this section.

(4) Evidence that an attempt has been made to hand deliver or mail notice as provided in subsection (a) of this section, together with proof of publication or posting as provided in subsection (b)(2) of this section, shall be sufficient to show that the notice requirements of this division have been met, without regard to whether or not the alleged violator actually received such notice.

Section 3. Severability.

If any provision of this Ordinance or the application thereof is held invalid, such invalidity shall not affect the other provisions or applications of this Ordinance which can be given effect without the invalid provisions or applications, and to this end the provisions of this Ordinance are hereby declared severable.

Section 4. Repeal of Ordinances in Conflict.

All other ordinances of the Town of Palm Beach, Florida, or parts thereof which conflict with this or any part of this Ordinance are hereby repealed.

Section 5. Codification.

This Ordinance shall be codified and made a part of the official Code of Ordinances of the Town of Palm Beach.

Section 6. Effective Date.

This Ordinance shall take effect immediately upon its passage and approval, as provided by law.

PASSED AND ADOPTED in a regular, adjourned session of the Town Council of the Town of Palm Beach on first reading this 3rd day of March 2026, and for second

and final reading this 14th day of April 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

ORDINANCE NO. 5-2026

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, AMENDING CHAPTER 82 OF THE TOWN CODE OF ORDINANCES RELATING TO PERSONNEL, AT ARTICLE II, EMPLOYEE BENEFITS, DIVISION 2, RETIREMENT SYSTEM; AMENDING SUBDIVISION IV, POLICE OFFICERS, BY AMENDING SECTION 82-119, DEFERRED RETIREMENT OPTION PROGRAM FOR POLICE OFFICERS TO EXTEND THE PARTICIPATION OF ANY MEMBER APPOINTED TOWN MANAGER WHILE PARTICIPATING IN THE DROP; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT; PROVIDING FOR CODIFICATION; PROVIDING AN EFFECTIVE DATE.

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

Section 1. The Code of Ordinances of the Town of Palm Beach is hereby amended at Chapter 82, Personnel; Article II, Employee Benefits; Division 2, Retirement System; Subdivision IV. - Police Officers; by amending Section 82-119 to read as follows:

Sec. 82-119. - Deferred retirement option program for police officers.

* * *

(i) Notwithstanding any other provision of this section, for any member who is appointed town manager while participating in the DROP, participation in the DROP may not exceed a maximum of 144156 months from the date of DROP entry, and any application or other document concerning such member's DROP participation shall be revised accordingly.

Section 2. Severability.

If any provision of this Ordinance or the application thereof is held invalid, such invalidity shall not affect the other provisions or applications of this Ordinance which can be given effect without the invalid provisions or applications, and to this end the provisions of this Ordinance are hereby declared severable.

Section 3. Repeal of Ordinances in Conflict.

All other ordinances of the Town of Palm Beach, Florida, or parts thereof which conflict with this or any part of this Ordinance are hereby repealed.

Section 4. Codification.

This Ordinance shall be codified and made a part of the official Code of Ordinances of the Town of Palm Beach.

Section 5. Effective Date.

This Ordinance shall take effect immediately upon its passage and approval, as provided by law.

PASSED AND ADOPTED in a regular, adjourned session of the Town Council of the Town of Palm Beach on first reading this 10th day of February, 2026, and for second and final reading this 3rd day of March, 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

Memo

To: Mayor Moore, Town Council Members and Kirk Blouin, Town Manager
From: Joanne M. O'Connor
Date: February 3, 2026
Re: Extension of Town Manager's Period of DROP Participation
Ordinance No. 005-2026

GENERAL INFORMATION

This ordinance amends the Town of Palm Beach Retirement System ("Plan") to extend the Town Manager's period of DROP participation an additional one year for a total of thirteen (13) years.

Prior to his appointment in 2018, Town Manager Blouin had entered the DROP. Pursuant to Section 5 of the Professional Employment Agreement for Town Manager entered on February 13, 2018, it was agreed that following the execution of the Agreement, the Town would amend the DROP ordinance to extend the Town Manager's period of DROP participation by five years to a maximum period of up to ten years. The specific language in the contract is as follows;

Employee currently participates in the Town's deferred retirement option program (DROP) for police officers. The parties have agreed that Employee will be required to maintain his Florida certification as a law enforcement officer pursuant to section 943.1395, Florida Statutes, and perform law enforcement supervisory duties as Town Manager. Accordingly, Employee may continue to participate in police DROP while serving as Town Manager. It is further agreed that following the execution of this Agreement, the Town will amend the DROP ordinance to extend Employee's period of DROP participation by five years to a maximum period of up to ten years if Employee is still employed by the Town at the end of the current DROP period. All provisions of the DROP will apply to Employee during the term of this Agreement. Employee shall not be entitled to any additional benefits under the Town's retirement system for his service as Town Manager, beyond his participation in the DROP as set forth herein.

By Ordinance No. 06-2019, the Town Council amended Section 82-119 of the Plan to create a new subsection (j) that extended the Town Manager's participation in the DROP by five



years to a maximum period of up to ten years from the date of DROP entry or until July 31, 2024.

In February 2024, the Town reappointed Town Manager Blouin for another one-year term commencing February 14, 2024. In March 2026, the Town Council adopted ordinance No. 10-2024 that extended Town Manager Blouin's participation in the DROP by two years to a maximum period of up to 12 years if still employed, or until **July 31, 2026**.

Extension of Town Manager Blouin's employment will be before the Town Council for consideration at its meeting on February 10, 2026. He has requested that his participation in the DROP be extended another year or until July 31, 2027, if his employment is first extended. The proposed ordinance would further extend the Town Manager's participation in the DROP by one year, for a total of thirteen (13) years.

FUNDING/FISCAL IMPACT

An impact statement will be prepared before the second reading of the Ordinance.

TOWN ATTORNEY REVIEW

This Ordinance has been prepared and reviewed by the Town's Pension Attorneys. The Town Attorney has also reviewed the documents.

Attachment

cc: Robert Miracle, Deputy Town Manager Finance & Administration
Gillian Barth, Director of People & Culture



February 25, 2026

Mr. Robert Miracle
Deputy Town Manager
Town of Palm Beach
360 S. County Road
Palm Beach, Florida 33480

Re: Town of Palm Beach Retirement System – Actuarial Impact Statement for Police Officers

Dear Bob:

As requested, we have reviewed the proposed Ordinance which amends Section 82-119, *Deferred retirement option program for police officers*, of the Town's Code of Ordinances with regard to the Town of Palm Beach Retirement System (Plan). We are enclosing an Actuarial Impact Statement showing the impact of the proposed change in Plan provisions on the September 30, 2024 actuarial valuation results for Police Officers. **The results shown in this Actuarial Impact Statement illustrate the approximate first-year impact (based on the September 30, 2024 actuarial valuation), whereas the actual initial impact will be reflected in the September 30, 2025 actuarial valuation – first impacting the required contribution for fiscal year 2027.**

Please refer to the enclosed exhibits for details. The following is a brief description of the proposed change included in this Actuarial Impact Statement:

- Current Plan – Same plan provisions as described in the September 30, 2024 Actuarial Valuation Report. For any Police Officer who is appointed town manager while participating in the Deferred Retirement Option Program (DROP), the maximum participation period in the DROP is 144 months (12 years).
- Plan Change – For any Police Officer who is appointed town manager while participating in the DROP, the maximum participation period in the DROP is 156 months (13 years).

Summary of Findings

Pension benefits under this Plan are limited by IRC Section 415(b). The 415(b) limitation on annual benefits must be reduced to account for DROP distributions at DROP exit. Future pension benefits which are in excess of the adjusted annual 415(b) limit cannot be paid from this plan and instead will need to be paid from the Preservation of Benefits (Excess) Plan. As a result, the impact of the above Plan Change depends on how long the Town Manager remains in the DROP (and on how large his DROP account balance is at retirement). The enclosed exhibits present results which assume the Town Manager remains in the DROP for 13 years.

- If the proposed Plan Change had been recognized as of September 30, 2024, the required employer contribution rate for Police Officers for the fiscal year ending September 30, 2026 (assuming October 1st payment timing) would have decreased by 0.27% of covered payroll (from 75.87% to 75.60%), or a total dollar amount of \$18,425, assuming the Town Manager participates in the DROP for the maximum 13-year period and his DROP balance earns an average investment return of 6.5% per year.
- If the proposed Plan Change had been recognized as of September 30, 2024, the funded ratio (actuarial

value of assets divided by actuarial accrued liability) for Police Officers would have increased by 0.1%, from 75.0% to 75.1%, assuming the Town Manager participates in the DROP for the maximum 13-year period. Under this scenario, the unfunded liability would have decreased by \$230,480.

Please note that as of September 30, 2025, there is currently one Police Officer who is an appointed Town Manager and is participating in the DROP. Under current plan provisions, this member's benefit is projected to be in excess of the 415(b) limit when he exits the DROP. No other members are expected to be affected by this proposed Ordinance in the foreseeable future. However, if other members become affected in future years, the impact of the plan changes would be greater than presented above.

It should be noted that the current Town Manager is not the only member in the Plan who is impacted by the 415(b) limits. Also, the stricter limitation on the amount of benefits payable from the Plan due to the proposed DROP extension does not increase or decrease the future annual retirement benefits payable to the current Town Manager from a combination of the Town of Palm Beach Retirement System and the Preservation of Benefits (Excess) Plan – it just shifts the source of future payments.

We have projected the DROP account balance for the affected Police Officer assuming investment earnings in the DROP accrue at a rate of 6.5% per annum. The amount of the DROP distribution is converted to an equivalent annuity, and that amount is used to reduce the limit on future benefits paid from the Town of Palm Beach Retirement System. If actual average DROP account investment earnings are higher than 6.5%, the resulting adjusted annual 415(b) limit at DROP exit will be lower and more benefits will be payable from the Excess Plan. We have also projected IRC Section 415 limits into the future assuming annual inflation increases will be 2.0% per year and there will be no changes in the applicable prescribed mortality and segment interest rate assumptions after 2025. Actual published 415(b) limits and applicable segment interest rates and mortality tables will need to be taken into account at retirement.

The present values shown herein are based on the interest rate of 6.00% and mortality assumptions used in the September 30, 2024 valuation. If a lower interest rate or higher life expectancy assumption was used, the present values shown would be higher.

Risk assessment may include scenario, sensitivity, or stress tests, stochastic modeling, and a comparison of the present value of benefits at low-risk discount rates. We are prepared to perform such assessment to aid the Town in the decision making process. Please refer to the September 30, 2024 Actuarial Valuation Report dated March 7, 2025 for additional discussion regarding the risks associated with measuring the accrued liability and actuarially determined contribution.

Additional Disclosures

This report was prepared at the request of the Town of Palm Beach and is intended for use by the Town of Palm Beach and the Retirement System and those designated or approved by the Town or the System. This report may be provided to parties other than the System only in its entirety and only with the permission of the Town or Board of Trustees.



The purpose of this report is to describe the expected immediate financial effect of the proposed plan change. This report should not be relied on for any purpose other than the purpose described above.

This report complements the September 30, 2024 Actuarial Valuation Report previously delivered to the Plan Administrator and the Town and should be considered in conjunction with that report. The results in this report are based on census and asset data as of September 30, 2024, as provided by the Town for the September 30, 2024 Actuarial Valuation concerning Plan benefits, financial transactions, plan provisions and active members, terminated members, retirees and beneficiaries. We reviewed this information for internal and year-to-year consistency, but did not otherwise audit the data. We are not responsible for the accuracy or completeness of the information provided by the Town. Refer to the September 30, 2024 Actuarial Valuation report, dated March 7, 2025, for all actuarial assumptions, methods and disclosures.

The calculations were prepared based on our interpretation of the Retirement System Ordinance, and on what we believe are reasonable approaches to testing benefits under IRC Section 415(b) and the final regulations. We have also assumed that there are no System actuarial equivalence factors for converting the DROP account balance to an equivalent single life annuity because “actuarial equivalent” is not defined in the System Ordinance. However, we are neither tax attorneys nor tax professionals and the above information should not be construed as legal or income tax advice or opinion. There is no guarantee that the IRS would agree with the approaches used. If there is any doubt about these points, legal counsel should be consulted.

The calculations are based upon assumptions regarding future events, which may or may not materialize. They are also based on the assumptions, methods, and plan provisions outlined in this report. Future actuarial measurements may differ significantly from the current measurements presented in this report due to such factors as the following: plan experience differing from that anticipated by the economic or demographic assumptions; changes in economic or demographic assumptions; increases or decreases expected as part of the natural operation of the methodology used for these measurements (such as the end of an amortization period or additional cost or contribution requirements based on the plan’s funded status); and changes in plan provisions or applicable law. If you have reason to believe that the assumptions that were used are unreasonable, that the plan provisions are incorrectly described, that important plan provisions relevant to this proposal are not described, or that conditions have changed since the calculations were made, you should contact the author of the report prior to relying on information in the report.

This report has been prepared by actuaries who have substantial experience valuing public employee retirement systems. To the best of our knowledge the information contained in this report is accurate and fairly presents the actuarial position of the Town of Palm Beach Retirement System as of the valuation date. All calculations have been made in conformity with generally accepted actuarial principles and practices, and with the Actuarial Standards of Practice issued by the Actuarial Standards Board and with applicable statutes.



Mr. Robert Miracle

February 25, 2026

Page 4

Peter N. Strong and Dina Lerner are members of the American Academy of Actuaries and meet the Qualification Standards of the American Academy of Actuaries to render the actuarial opinions contained herein.

The signing actuaries are independent of the plan sponsor.

Respectfully submitted,
Gabriel, Roeder, Smith and Company



Peter N. Strong, FSA, MAAA, FCA
Enrolled Actuary No. 23-06975



Dina Lerner, FSA, MAAA, FCA
Enrolled Actuary No. 23-08236



**TOWN OF PALM BEACH RETIREMENT SYSTEM
POLICE OFFICERS**

Impact Statement – February 25, 2025

Description of Amendments

The proposed Ordinance amends the Plan as follows:

- For any Police Officer who is appointed town manager while participating in the DROP, the maximum participation period in the DROP is 156 months (13 years).

Funding Implications of Amendment

An actuarial cost estimate is attached.

Certification of Administrator

I believe the amendment to be in compliance with Part VII, Chapter 112, Florida Statutes and Section 14, Article X of the Constitution of the State of Florida.

For the Board of Trustees
as Plan Administrator

SUPPLEMENTAL ACTUARIAL VALUATION REPORT

Plan

Town of Palm Beach Retirement System – Police Officers

Valuation Date

September 30, 2024

Date of Report

February 25, 2026

Report Requested by

Board of Trustees

Prepared by

Peter N. Strong

Group Valued

All active and inactive Police Officers

Change in Plan ProvisionsPresent Provision Before Change

For any Police Officer who is appointed Town Manager while participating in the Deferred Retirement Option Program (DROP), the maximum participation period in the DROP is 144 months (12 years).

Proposed Provision After Change

For any Police Officer who is appointed Town Manager while participating in the DROP, the maximum participation period in the DROP is 156 months (13 years). To value this change, the assumed DROP participation period for the Town Manager was increased from 12 years to 13 years.

Changes in Actuarial Assumptions and Methods

With the exception of the assumption change described above (the change in the assumed DROP participation period for the Town Manager from 12 years to 13 years), all other actuarial assumptions and methods are the same as those used in the September 30, 2024 Actuarial Valuation Report.

Some of the key assumptions/methods are:

Investment Return – 6.00% per year

Payroll Growth Assumption – 2.75% per year

Internal Revenue Code (IRC) Section 415 Limitation – IRC Section 415 limits are projected into the future assuming annual inflation increases of 2.0% per year and no changes in the applicable prescribed mortality assumptions. For the purposes of valuing the liability for

applicable Plan members whose benefits are currently limited under IRC Section 415 and who are currently in the DROP, monthly benefit payments and investment earnings will continue to accumulate in the DROP until the assumed DROP exit date. Investment earnings in the DROP are projected to be 6.5% per year for this purpose. The projected DROP distribution is then converted to an equivalent annuity, and that amount is used to reduce the limit on future benefits paid from the System.

Amortization Period for New Changes in Actuarial Accrued Liability

15 years (for changes in plan provisions).

Actuarial Impact of Changes

See attached page(s).

Special Risks Involved with the Changes That the Plan Has Not Been Exposed to Previously

None

ACTUARIALLY DETERMINED CONTRIBUTION (ADC)			
A. Valuation Date	September 30, 2024	September 30, 2024	
	<i>Police Officers Valuation</i>	<i>Police Officers Plan Change</i>	<i>Change</i>
B. ADC to Be Paid During Fiscal Year Ending	9/30/2026	9/30/2026	
C. Covered Annual Payroll (expected)	\$ 7,025,534	\$ 7,025,534	\$ 0
D. Annual Payment to Amortize Unfunded Actuarial Liability Rate	52.45 %	52.18 %	(0.27) %
As Illustrative \$	3,684,893	3,665,924	(18,969)
E. Total Employer Normal Cost Rate	23.42 %	23.42 %	0.00 %
As Illustrative \$	1,645,380	1,645,380	0
F. Total Unadjusted Contribution Rate			
Employer Normal Cost	23.42 %	23.42 %	0.00 %
Amortization	<u>52.45</u>	<u>52.18</u>	<u>(0.27)</u>
Total	75.87	75.60	(0.27)
G. Adjustments to Computed Contribution			
a. Town funding for additional premium tax revenue shortfall in prior fiscal year	0.00 %	0.00 %	0.00 %
b. Additional Member Cost Sharing	0.00	0.00	0.00
c. Full funding credit	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
d. Total Adjustments	0.00	0.00	0.00
As Illustrative \$	0	0	0
H. Total Adjusted ADC as % of Covered Payroll	75.87 %	75.60 %	(0.27) %
I. Total Adjusted ADC as Illustrative \$	\$ 5,330,273	\$ 5,311,304	\$ (18,969)
J. Total Adjusted ADC if Contributed October 1st	\$ 5,177,219	\$ 5,158,794	\$ (18,425)

ACTUARIAL VALUE OF BENEFITS AND ASSETS			
A. Valuation Date	September 30, 2024	September 30, 2024	
	<i>Police Officers Valuation</i>	<i>Police Officers Plan Change</i>	<i>Change</i>
B. Actuarial Present Value of All Projected Benefits for			
1. Active Members			
a. Service Retirement Benefits	\$ 34,781,258	\$ 34,781,258	\$ -
b. Vesting Benefits	1,548,296	1,548,296	-
c. Disability Benefits	1,331,206	1,331,206	-
d. Preretirement Death Benefits	547,619	547,619	-
e. Return of Member Contributions	215,315	215,315	-
f. Total	38,423,694	38,423,694	-
2. Inactive Members			
a. Retired Members & Beneficiaries	100,340,581	100,110,101	(230,480)
b. Terminated Vested Members	3,218,873	3,218,873	-
c. DROP and Share Account Balances	2,980,175	2,980,175	-
d. Total	106,539,629	106,309,149	(230,480)
3. Total for All Members	144,963,323	144,732,843	(230,480)
C. Actuarial Present Value of Future Normal Costs	20,916,238	20,916,238	-
D. Actuarial Accrued (Past Service) Liability	124,047,085	123,816,605	(230,480)
E. Plan Assets			
1. Market Value	95,816,139	95,816,139	-
2. Actuarial Value	93,042,806	93,042,806	-
F. Unfunded Actuarial Accrued Liability:	31,004,279	30,773,799	(230,480)
G. Funded Ratio: E2/D	75.0 %	75.1 %	0.1 %
H. Actuarial Present Value of Projected Covered Payroll	68,884,773	68,884,773	-
I. Actuarial Present Value of Projected Member Contributions	5,855,206	5,855,206	-
J. Accumulated Value of Active Member Contributions	3,212,073	3,212,073	-

CALCULATION OF EMPLOYER NORMAL COST

A. Valuation Date	September 30, 2024		September 30, 2024			
	<i>Police Officers Valuation</i>		<i>Police Officers Plan Change</i>		<i>Change</i>	
B. Normal Cost for						
1. Service Retirement Benefits	\$ 1,685,905	25.17%	\$ 1,685,905	25.17%	\$ -	0.00%
2. Vesting Benefits	93,038	1.39%	93,038	1.39%	-	0.00%
3. Disability Benefits	107,939	1.61%	107,939	1.61%	-	0.00%
4. Preretirement Death Benefits	46,889	0.70%	46,889	0.70%	-	0.00%
5. Return of Member Contributions	50,578	0.75%	50,578	0.75%	-	0.00%
6. Total for Future Benefits	1,984,349	29.62%	1,984,349	29.62%	-	0.00%
7. Assumed Amount for Administrative Expenses	154,086	2.30%	154,086	2.30%	-	0.00%
8. Total Normal Cost	2,138,435	31.92%	2,138,435	31.92%	-	0.00%
C. Expected Member Contribution	569,447	8.50%	569,447	8.50%	-	0.00%
D. Employer Normal Cost: B8-C	1,568,988	23.42%	1,568,988	23.42%	-	0.00%
E. Employer Normal Cost as a % of Covered Payroll	23.42 %		23.42 %		0.00 %	

PARTICIPANT DATA		
	September 30, 2024 <i>Police Officers Valuation</i>	September 30, 2024 <i>Police Officers Plan Change</i>
ACTIVE MEMBERS		
Number	69	69
Covered Annual Payroll	\$ 6,745,385	\$ 6,745,385
Average Annual Payroll	\$ 97,759	\$ 97,759
Average Age	38.8	38.8
Average Past Service	7.0	7.0
Average Age at Hire	31.8	31.8
RETIREES, BENEFICIARIES & DROP		
Number	105	105
Annual Benefits	\$ 6,870,767	\$ 6,870,767
Average Annual Benefit	\$ 65,436	\$ 65,436
Average Age	67.1	67.1
DISABILITY RETIREES		
Number	4	4
Annual Benefits	\$ 182,914	\$ 182,914
Average Annual Benefit	\$ 45,729	\$ 45,729
Average Age	57.3	57.3
TERMINATED VESTED MEMBERS		
Number	17	17
Annual Benefits	\$ 231,370	\$ 231,370
Average Annual Benefit	\$ 13,610	\$ 13,610
Average Age	48.6	48.6



February 25, 2026

Mr. Robert Miracle
Deputy Town Manager
Town of Palm Beach
360 S. County Road
Palm Beach, Florida 33480

Re: Town of Palm Beach Preservation of Benefits (Excess) Plan – Actuarial Impact Statement

Dear Bob:

We have reviewed the proposed Ordinance which amends Section 82-119, *Deferred retirement option program for police officers*, of the Town's Code of Ordinances with regard to the Town of Palm Beach Retirement System. This Ordinance would amend the DROP participation period for any Police Officer who is appointed town manager from 144 months (12 years) to 156 months (13 years).

As of September 30, 2025, there is currently one Police Officer who is an appointed Town Manager and is participating in the DROP. Under the current Retirement System provisions, this member is projected to be in excess of the 415(b) limit when he exits the DROP. Pension benefits under the Retirement System are limited by IRC Section 415(b) with future pension benefits which are in excess of the adjusted annual 415(b) limit being paid from the Preservation of Benefits (Excess) Plan. This member, Kirk Blouin, is currently one of two members participating in the Excess Plan.

The approximate liability impact and one-time GASB Statement No. 73 pension expense impact of this plan change on the Preservation of Benefits (Excess) Plan is **an increase of \$325,000**, assuming the Town Manager participates in the DROP for the maximum 13-year period, his DROP account balance earns an average investment return of 6.5% per year, and utilizing the 4.90% discount rate and updated FRS mortality tables implemented in the September 30, 2025 GASB Statement No. 73 accounting report.

Because this Ordinance will become effective after the September 30, 2025 measurement date, **the impact will not be reflected in the Town's financial statements until fiscal year ending September 30, 2026**, based on the GASB No. 73 Disclosure Information for the reporting year ending September 30, 2026. The impact measured as of September 30, 2026 may be higher if the discount rate as of September 30, 2026 is lower than 4.90%, if the participant's DROP account balance earns a higher-than-expected investment return, or if the 415(b) limit does not increase as much as expected over the next year.

Disclosures

Please note that the true impact of the plan change depends on how long the Town Manager remains in the DROP and on how large his DROP account balance is at retirement. We have projected the DROP account balance for the affected Police Officer assuming annualized investment earnings in the DROP is 6.5% per annum through the maximum 13-year participation period. The amount of the DROP distribution

is converted to an equivalent annuity, and that amount is used to reduce the limit on future benefits paid from the Town of Palm Beach Retirement System. If actual average DROP account investment earnings are higher than 6.5%, the resulting adjusted annual 415(b) limit at DROP exit will be lower and more benefits will be payable from the Excess Plan. We have also projected IRC Section 415 limits into the future assuming annual inflation increases will be 2.0% per year and there will be no changes in the applicable prescribed mortality and segment interest rate assumptions after 2025. Actual published 415(b) limits and applicable segment interest rates and mortality tables will need to be taken into account at retirement.

The Town's Preservation of Benefits (Excess) Plan is not funded in a GASB-qualifying trust. In valuing the Total Pension Liability under GASB No. 73, projected benefit payments are required to be discounted to their actuarial present values using a tax-exempt municipal bond rate based on an index of 20-year general obligation bonds with an average AA credit rating as of the measurement date. For the purpose of this calculation, the municipal bond rate is 4.90%, the latest interest rate used in the GASB Statement No. 73 Disclosure Information for Reporting Year Ending for fiscal year ending September 30, 2025. The source of this rate is Bond Buyer 20-Bond GO Index as of September 25, 2025. Please refer to the GASB No. 73 report, dated February 5, 2026, for all actuarial assumptions, methods and disclosures.

It should be noted that the reduction in the net 415(b) limit in the Town of Palm Beach Retirement System caused by the proposed DROP extension does not increase or decrease the future annual retirement benefits payable to the current Town Manager from a combination of the Town of Palm Beach Retirement System and the Preservation of Benefits (Excess) Plan – it just shifts the source of future payments.

Additional Disclosures

This report was prepared at the request of the Town of Palm Beach and is intended for use by the Town of Palm Beach and those designated or approved by the Town. This report may be provided to parties other than the Town only in its entirety and only with the permission of the Town.

The purpose of this report is to describe the expected immediate financial effect of the proposed plan change. This report should not be relied on for any purpose other than the purpose described above.

This report complements the actuarial valuation report that was previously provided to the System and Town and should be considered in conjunction with that report. Please refer to the Town of Palm Beach Retirement System Actuarial Valuation Report as of September 30, 2024, dated March 7, 2025 for additional discussion of the nature of actuarial calculations and more information related to participant data, economic and demographic assumptions, and benefit provisions.

The calculations were prepared based on our interpretation of the Retirement System Ordinance, and on what we believe are reasonable approaches to testing benefits under IRC Section 415(b) and the final regulations. We have also assumed that there are no System actuarial equivalence factors for converting the DROP account balance to an equivalent single life annuity because "actuarial equivalent" is not defined in the System Ordinance. However, we are neither tax attorneys nor tax professionals and the above information should not be construed as legal or income tax advice or opinion. There is no



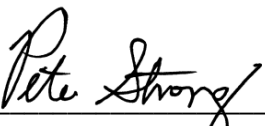
guarantee that the IRS would agree with the approaches used. If there is any doubt about these points, legal counsel should be consulted.

The calculations are based upon assumptions regarding future events, which may or may not materialize. They are also based on the assumptions, methods, and plan provisions outlined in this report. Future actuarial measurements may differ significantly from the current measurements presented in this report due to such factors as the following: plan experience differing from that anticipated by the economic or demographic assumptions; changes in economic or demographic assumptions; increases or decreases expected as part of the natural operation of the methodology used for these measurements (such as the end of an amortization period or additional cost or contribution requirements based on the plan's funded status); and changes in plan provisions or applicable law. If you have reason to believe that the assumptions that were used are unreasonable, that the plan provisions are incorrectly described, that important plan provisions relevant to this proposal are not described, or that conditions have changed since the calculations were made, you should contact the author of the report prior to relying on information in the report.

This report has been prepared by actuaries who have substantial experience valuing public employee retirement systems. To the best of our knowledge the information contained in this report is accurate and fairly presents the actuarial position of the Town of Palm Beach Preservation of Benefits Plan as of the valuation date. All calculations have been made in conformity with generally accepted actuarial principles and practices, and with the Actuarial Standards of Practice issued by the Actuarial Standards Board and with applicable statutes.

Peter N. Strong and Dina Lerner are members of the American Academy of Actuaries and meet the Qualification Standards of the American Academy of Actuaries to render the actuarial opinions contained herein. The signing actuaries are independent of the plan sponsor.

Respectfully submitted,
Gabriel, Roeder, Smith and Company


Peter N. Strong, FSA, MAAA, FCA
Enrolled Actuary No. 23-06975


Dina Lerner, FSA, MAAA, FCA
Enrolled Actuary No. 23-08236

