TOWN COUNCIL MINUTES OF MEETING HELD ON SEPTEMBER 14, 1993

I. CALL TO ORDER AND ROLL CALL - The September Town Council meeting was called to order by President Weinberg at 9:30 AM on September 14, 1993 in the Town Hall Council Chambers. On roll call, the following Elected Officials were found to be in attendance: Mayor Ilyinsky, President Weinberg, President Pro Tem Wiener, Councilwomen Douthit, Smith and Royal. Also attending all or portions of the meeting were: Mr. Doney, Mr. Randolph, Mrs. Peters, Mrs. Crozier, Chief Terlizzese, Chief Elmore, Mr. Elwell, Mr. Jakubiak, Mr. Dusey, Mr. Bowser, Mr. Boggs, Mr. Dytrych, Mr. Bitzer, Mr. Moore, Mr. Zimmerman and Mr. Crouse. Roll Call

II. INVOCATION AND PLEDGE OF ALLEGIANCE - - Invocation was given by Monsignor James Burke and Pledge of Allegiance was led by Mayor Ilyinsky. Invocation

III. PRESENTATIONS Presentations

A. Recognition of E. Ben Walton, Jr. - Building Board of Adjustments and Appeals - Mr. Walton was not in the room and this presentation was held over until the October Town Council Meeting.

B. Recognition of Wilmer J. Thomas, Jr. - Landmarks Preservation Commission - Mr. Thomas was not in the room and this presentation was held over until the October Town Council Meeting.

IV. ORGANIZATIONAL ITEMS

A. Appointment of Town Manager - Pursuant to Section 4.02 of Town Charter and Ordinance No. 13-90 - Motion was made by Mrs. Douthit, seconded by Mrs. Royal to appoint Mr. Doney as Town Manager. Motion carried unanimously on roll call. Mr. Doney requested that each Council member meet with him for an evaluation before the next meeting. Appointment of Town Manager

B. Appointment of Administrative Officials - Pursuant to Section 2-3 of the Town Code and Ordinance No. 13-90 - Motion was made by Mrs. Douthit, seconded by Mrs. Smith to approve the appointment of the Administrative Officials as outlined in Mr. Doney's memorandum of Sept. 13, 1993. The officials were: Appointment of Administrative Officials

ADMINISTRATION:	Town Clerk Grace T. Peters Finance Director Marie A. Crozier Director of Planning, Building & Zoning Robert L. Moore Town Attorney John C. Randolph Town Engineer Albert P. Dusey or his designee Personnel Director William C. Crouse Recreation Director Russell E. Bitzer
PUBLIC SAFETY:	Chief of Police Joseph L. Terlizzese Chief of Fire-Rescue Vincent K. Elmore
PUBLIC WORKS:	Director of Public Works Albert P. Dusey
ACTING TOWN MANAGER:	Peter B. Elwell

V. COMMENTS OF THE MAYOR - Mayor Ilyinsky congratulated the Town Manager and the Administrative Officials on their reappointment. Comments of the Mayor

VI. APPROVAL OF AGENDA - Motion was made by Mrs. Wiener to approve the Approved Agenda with the removal of Item VII, Approval of Minutes of May 11 and 13 and August 10, 1993. Seconded by Mrs. Douthit. On roll call the motion carried unanimously. Approval of Agenda

APPROVED AGENDA (ITEMS VII. THROUGH IX.)

VII. APPROVAL OF MINUTES OF MAY 11, 13, AND AUGUST 10, 1993 (put over to the Town Council Meeting of October).

VIII. LICENSES AND PERMITS Licenses & Permits

A. Charitable Solicitations

1. Animal Rescue League of the Palm Beaches, Inc.; No. 7-94
2. St. Mary's Hospital Foundation; No. 9-94
3. March of Dimes Birth Defects Foundation; No. 12-94
4. Cystic Fibrosis Foundation - Palm Beach Regional Office; No. 72-94
5. Rosarian Academy; No. 127-94
6. Mental Health Association of Palm Beach County, Inc.; No. 145-94
7. Visiting Nurse Association of Palm Beach County, Inc.; No. 166-94
9. Big Band Hall of Fame; No. 234-94
11. Bethesda Hospital Association, Inc.; No.267-94
12 Adam Walsh Children's Fund; No. 314-94
13. Sculpture Theatre; No. 356-94
14. South Florida Science Museum, Inc.; No. 359-94
15. The WRMF Christmas Kids Fund, Inc.; No. 360-94

B. Beverage Licenses Beverage Licenses

1. Application to Change the Name of SPQR to Janeiro, a 4COP-SRX Alcoholic Beverage License at 191 Bradley Place

Beverage License (cont'd)

2. Application for a New 4COP-SRX Alcoholic Beverage License by Pierre Alfred Boutiron/Fine Restaurants of the Palm Beaches, Inc. d/b/a St. Honore at 331 South County Road

IX. NEW BUSINESS

Bid Award

A. Bid Award

1. Sealed Bid No. 93-009 - Janitorial Services

REGULAR AGENDA

Regular Agenda Amendments

X. OLD BUSINESS - On motion of Mrs. Wiener, seconded by Mrs. Smith, the Regular Agenda was approved with the following amendments:

Under Any Other Matters: Appoint a delegate to the Florida League of Cities Meeting;

Port of Palm Beach Lake Worth Inlet Maintenance Dredging;

Consideration of proposed donation of the Palm Beach Civic Association planting materials for pilot xeriscaping projects;

Cable TV Legislation.

Item XI.E.17 - Dumping of grass clippings into the Lake by gardeners in the North end.

Under Old Business: Airport Fanning Issue

Remove from the Agenda to the October Town Council Meeting, Item XIV.B.2 - Var. No. 40-93 - Howell Van Gerbig.

Consideration of Charitable Solicitations No. 10 - Save-a-Pet, Florida; and Charitable Solicitation No. 8 - Par 3 to be considered as the first items under New Business.

On roll call, the motion carried unanimously to approve the Regular Agenda as amended.

New Business

X. NEW BUSINESS:

Par 3

8. Palm Beach Par 3 Golf Course; No. 227-94 - Mr. Doney asked if it was appropriate for the Town Council to consider who should be designated as the recipient of the funds raised or whether it should be the Golf Commission who should designate an appropriate organization as that decision has not yet been made by the Golf Commission. He recalled up to last year, the proceeds from the tournament went to local hospitals but last year the funds were donated to the victims of Hurricane Andrew. Mrs. Wiener felt the monies raised should go to the local hospitals and she viewed this as a Town Council decision. Mayor Ilyinsky suggested perhaps this year it should go to the Mississippi Valley Relief Fund for the flood victims. Mrs. Smith thought it should be given to local hospitals and she so moved. Seconded by Mrs. Wiener. On roll call, the motion carried 4-1 with a negative vote cast by Mr. Weinberg.

Save A Pet

10. Save A Pet Florida, Inc.; No. 236-94 - Mrs. Peters explained the application is in order but she wanted to bring to their attention the charitable event will be held at Mar-a-Lago. Mr. Moore reminded all that the Zoning Ordinance allows one charitable event a season could be held at a residential home and this is the one event which will be held during the 1993-94 Season. Motion was made by Mrs. Smith to approve the Charitable Application No. 236-94 for Save a Pet Florida. Seconded by Mrs. Wiener. On roll call, the motion carried unanimously.

A. Ordinances - Second Reading

Ord. 19-93

1. Ordinance No. 19-93 - Proposed Abandonment of Easements and Rights-of-Way - Mr. Randolph read the Ordinance No. 19-93 by title:

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, PRESCRIBING REGULATIONS GOVERNING THE VACATION AND ABANDONMENT OF RIGHTS OF WAY AND EASEMENTS WITHIN THE TOWN, PROVIDING FOR PURPOSES AND METHODS; PROVIDING FOR AN APPLICATION; PROVIDING FOR AN APPLICATION FEE; PROVIDING FOR A PRIVILEGE FEE; PROVIDING FOR APPLICATION PROCEDURE: PROVIDING FOR REVIEW PROCEDURES; PROVIDING FOR A PUBLIC HEARING: PROVIDING FOR RECORDATION OF RESOLUTIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT; PROVIDING FOR CODIFICATION; PROVIDING AN EFFECTIVE DATE.

Attorney George Ord representing Mr. Ed Roddy addressed the Council indicating he was concerned about the effect of this Ordinance on the pending application for an abandonment of the roadway that extends beyond Angler Avenue. He felt the Council may be creating a stalemate situation with the Ordinance which would restrict the authority and the powers the Council now has, as what they think would happen is that the prescribed fee would be more than the abutting landowners would be willing to pay. He thought the Ordinance would put the Council in a situation whereby they would not be able to abandon the property unless that prescribed fee was paid and the adjacent properties could agree to not pay and the intent of the Ordinance would be obviated and they would not be getting any revenue into the Town and what it would do is restrict them and put them into a situation where a piece of property could not be abandoned unless a fee is paid and the Town could not force the abandonment nor force the adjacent property owners to pay and the intent of the Ordinance would be obviated as no revenue would be coming in and what it would do is restrict the Council as a piece of property which should be abandoned could not be abandoned without a change to the Ordinance. He thought there was some value for his client in this case in return for getting the abandonment of this property and would be willing to pay between $5000 and $7500 but the prescribed fee as outlined in the Ordinance would be in excess of $100,000 and they are unwilling to pay that as the benefit would not be equivalent to the fee. He noted the privilege fee exempts a fee simple owner of the property subject to an easement, so technically, he believed that his client may be exempt from this Ordinance, however, this may be the situation in every case as most of the streets in this Town would be created as a result of dedications and plats. He wanted to bring this before the Council as he wasn't sure they were aware they were creating that exemption. He pointed out the effort to abandon was commenced by Mrs. Bertles quite some time ago before the Ordinance was conceived and he thought it was debatable as to whether this should apply to a property owner who started this procedure before the Ordinance existed and a substantial fee would have to be paid as a result. Attorney Ord thought the Ordinance was ill-advised and would like to know if this Ordinance would apply to his client and to Mrs. Bertles as he thought they should be exempted. He advised his client would be willing to pay some amount of money but not what the fee is as set forth in the proposed new Ordinance and he suggested they be grandfathered in. Ord. 19-93 (cont'd)

Attorney Randolph advised the Mayor and Council there is no vested right in abandonment, so his position is that the mere fact that an application has been received before the Ordinance was considered would not give anyone any vested right in that regard.

Mr. Randolph referred to the language on the easements which was intended to apply to utility easements, etc., when there would be an abandonment for the exchanging of one easement for another. He didn't believe they needed to worry about it as the Council has complete discretion as to whether they will abandon a property or not abandon it, and if the property owner wants to argue that they are exempt, the Council's response could be that the property will not be abandoned. He thought it was correct to state that they are locking themselves into something with this Ordinance as there is an approved method of appraising the property which may put the Council in a situation where they may wish to abandon but a property owner didn't want to pay the fee and the Council may find for the purpose of this situation, the Council could waive the Ordinance which would weaken it with regards to future applications. He advised additional language could be added which could state "such equitable amount as determined by the Council" and this may be a way to address the problem.

Mrs. Smith asked if Mrs. Bertles would be willing to pay the amount which Mr. Roddy's attorney was willing for his client to pay, recalling it was $7500? Mr. David Ferraro, husband of Mrs. Bertles responded his wife is willing to pay $7500. Mrs. Smith asked if that should be considered now as a separate issue? Mr. Randolph responded they could do that but not today as the abandonment would have to be considered later as it needs to be advertised and it is not on the agenda. Mrs. Smith recalled it was moved to the October meeting agenda. Mr. Randolph agreed noting that anyone who wishes to speak to it should be allowed to do so. He suggested they postpone the reading of the Ordinance and allow him to prepare other language to give some flexibility or if they wished to adopt the Ordinance and exempt the Bertles/Roddy application, they could do that.

Mrs. Smith did not believe it was fair to the property owners to have the Ordinance adopted a month before the Roddy/Bertles application is heard as that date was set for them to be heard and she moved that the Ordinance No. 19-93 be deferred until next month. Mrs. Douthit asked for an amendment to the motion that the new language be added so that future applications can be considered. Mrs. Wiener felt there may be a problem as the applicants have told the Council they are willing to pay $15,000 and in the future there may be similar type applications and residents will agree to pay $15,000 and wondered if they would be treated in the same manner. Mr. Randolph suggested he be allowed to research this further and see if he could come up with some language which would allow this type of flexibility. Mrs. Smith accepted the amendment to the motion she made and Mrs. Douthit seconded the motion. On roll call, the motion carried unanimously.

2. Ordinance No. 20-93 - Amendment to Section 11-24 to Decrease the Number of Unpaid Parking Tickets Issued from Five to Three Before Immobilizing a Motor Vehicle (Boot). Mr. Randolph read Ord. No. 20-93 by title: Ord. 20-93

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, AMENDING CHAPTER XI, ARTICLE II OF THE CODE OF ORDINANCES OF THE TOWN OF PALM BEACH RELATED TO IMMOBILIZING MOTOR VEHICLES, DECREASING THE NUMBER OF UNPAID PARKING TICKETS REQUIRED PRIOR TO IMMOBILIZING A MOTOR VEHICLE FROM FIVE TO THREE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

Mrs. Wiener moved for adoption of Ord. No. 20-93. Seconded by Mrs. Smith. On roll call, the motion carried unanimously.

3. Ordinance No. 21-93 - Amendment to Increase Fees for Burglar Alarm User Permits - Mr. Randolph read Ord. No. 21-93 by title: Ord. 21-93

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, AMENDING CHAPTER XVII OF THE TOWN CODE OF ORDINANCES AT ARTICLE III, ALARM SYSTEMS BY AMENDING SECTIONS 17-53 THEREOF RELATING TO PERMIT APPLICATION FEES; INCREASING PERMIT FEES FROM TWENTY DOLLARS TO TWENTY-FIVE DOLLARS; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT; PROVIDING FOR CODIFICATION; PROVIDING AN EFFECTIVE DATE.

Motion was made by Mrs. Wiener to approve Ord. No. 21-93. Seconded by Mrs. Smith. On roll call, the motion carried unanimously.

4. Ordinance No. 22-93 - Amendments to Chapter 2 of the Town Code of Ordinances Relating to Canvassing of Election Results - Mr. Randolph read Ordinance No. 22-93 by title: Ord. 22-93

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH,PALM BEACH COUNTY, FLORIDA, AMENDING CHAPTER 2, SECTION 2-36 RELATING TO CANVASSING AND DECLARING RESULTS OF ELECTIONS; RESCINDING SECTION 2-37 THEREOF; PROVIDING FOR SEVERABILITY; PROVIDING FOR APPEAL OF ORDINANCES IN CONFLICT; PROVIDING FOR CODIFICATION; PROVIDING AN EFFECTIVE DATE.

Mrs. Wiener moved the adoption of Ord. No. 22-93. Seconded by Mrs. Smith. On roll call, the motion carried unanimously.

Appointments

B. Appointment

Building Board

1. Building Board of Adjustments and Appeals - One Citizen-at-Large Alternate Member - Motion was made by Mrs. Wiener to defer this appointment to the November Town Council meeting. Seconded by Mrs. Smith. On roll call, the motion carried unanimously. Mrs. Royal suggested all the vacancies on all of the Boards be filled at the November meeting. Mr. Weinberg responded they will look at the positions but there was no guaranty that they would all be filled at that time.

C. Other

PEP Reef

1. Mid-Town PEP Reef Project

a. Status Report on Construction Activities by American Coastal Engineering, Inc. - Beth Mitchell, Vice-President of American Coastal Engineering, Inc. addressed the Council noting the installation process resumed during the summer after conditions were conducive for them to complete the work. She advised they placed all the units and interlocked them in their final positions by anchoring the end units and the installation is complete. She reported the Reef is acting as a marine habitat enhancement, and the aerial photos show the portion of the beach built up over the winter season has stabilized and they are looking forward to the monitoring process by the University of Florida.

She expressed their thanks to staff and Council members as everyone's effort has been helpful in bringing this project to a closure. She recalled all of the regulatory agencies have been provided with the appropriate documentation, including the as-built surveys and the final built surveys and the certification from their project engineer. She advised the Town has been provided with a release of lien from their contractor and a final invoice. She requested the release for the ten per cent retainer which was part of the contract terms in the amount of $198,400 and would like reimbursement for one change order in the amount of $9,500 which was required for additional work to cut out the two groins.

Mrs. Wiener asked if the Town staff was aware of the groins being cut, as she believed they had a certain amount of beneficial service to the area in which they were located and she didn't know why groins would be cut unless they were in the way of the reef? Miss Mitchell responded they were not abutting the reef, and when they were discovered, after becoming uncovered during a storm last year, they had to design to a depth of four feet and there are spaces in between and the groins themselves are not abutting the reef and there is space there. Mrs. Wiener asked if the State and the Town Staff were aware of the cutting of the groins when it was done? Mr. Dusey responded at the time of the installation, they were not aware of the groins being there but did become aware of it when the monthly report was sent to DNR from the engineer on record on the project, who indicated there was a conflict and Mr. Bowser checked it and found the reef units were not aligned vertically and a request was made that they be fixed and it was corrected.

Miss Mitchell recalled when they were in the process of installing the reef, a decision was made to place a unit on top of the groin when it was encountered and a periodic progress report was filed which indicated to the staff and the DNR what had been encountered and it was being monitored. She recalled everyone then agreed that the unit would have to be removed and the groin would have to be cut out and at that time there were discussions on how it would be done.

Mrs. Wiener believed everything in this area should have been carefully charted and all should have been fully aware of what was out there and she wondered how this could have happened. Miss Mitchell responded in 1990, when they were going through the process of applying for a permit, they hired a company called Continental Shelf who were not to do specifically a biological survey, however, they did swim the corridor and took a video and the two groins were not visible on the film and were not found. She commented in the Spring of 1992, American Coastal staff swam the corridor and located seven obstructions which were not in the corridor of the Reef installation. She recalled when they went back out there again in the summertime, those two groins were exposed after the winter storm season and quite possibly with what had been experienced with Hurricane Andrew, so the conditions had changed dramatically from when they did the initial work.

Mr. Bowser clarified the Town staff was not involved with the design of the PEP Reef, but did make any information they had available to American Coastal and also the Coastal Management Plan drawings prepared in 1986, showed the AT&T cables and all the groins in the Town. He advised once they had encountered these, Mr. Sadler, the engineer for ACE came in and asked for this information and the information they requested was reproduced for them.

Mrs. Wiener commented what she is trying to find out is whether the extra work that needed to be done for $9500, was the groin identified? Mr. Bowser responded there were records available and the question is whether or not they saw it on the information that was provided them or whether or not they did not see it.

Mrs. Douthit asked at what date was this information furnished them? Mr. Bowser responded the Coastal Management Plan was prepared in 1986 and if they had it, those groins were shown in the Mid-Town area. Miss Mitchell responded the were never provided with this information as they didn't know the Plan existed and it was not specifically offered to them by any of the staff members.

Mr. Weinberg noted there is an accretion of the sand at the place where the Reef has been placed and also south of where the Reef has been placed and asked Mr. Bowser how he would compare the two? Mr. Bowser responded there is a groin field south of the Reef which still has some effect on what causes the sand to accrue south of the Reef structure.

Mrs. Wiener believed they were zeroing on the fact that the Reef has been completely installed and to see if they move forward with the request for the $9500. Mr. Bowser explained the survey over time will give the results. Mrs. Royal asked how the Change Orders were authorized? Mr. Dusey advised it usually is done by staff and it is his recommendation that the staff be allowed to review the contract and make a determination whether this $9500 is an appropriate charge. Mrs. Douthit recalled seeing a request from Mr. Bowser that the groins be removed and she didn't believe that American Coastal knew the groins were there when they installed the module over them. Mr. Dusey stated it is a difficult issue but the designers of the project were responsible to make the determination of what the existing conditions were and they are in an unique position of being the

PEP Reef (cont'd)

designer and they obtained the permits. Mrs. Douthit stated her point is that American Coastal was not given the information that the groins were there and they were buried and it was only discovered at the time of the installation. Mrs. Smith asked if when the groins were removed several years ago, was there a plan which showed where all the groins were located to which Mr. Dusey responded affirmatively. Mrs. Smith asked if the plan showed he groin which created the problem that they are dealing with today? Mr. Dusey responded he would have to research that. Mrs. Smith believed that plan would have been available for their engineering studies to which Miss Mitchell stated it may have been available but they did not know it existed and it was not offered to them by the Town's staff.

Mr. Doney interrupted stating the Town Council is getting into the contract administration side of this and he believed the Town staff needed to be held accountable for reviewing the final application for payment, and making the determination as to whether it should be paid or not paid and if it is decided to not pay it, American Coastal can then bring it back to the Town Council.

Mr. Doney recalled the Comprehensive Management Plan was given to Mr. Rauch some years ago. Miss Mitchell recalled there was a meeting with Mr. Bowser in August and they discussed the procedure for closing out the contract and Mr. Bowser specifically stated to her that because most of the issues surrounding the Reef had been before Council, that would probably be the best approach and that is really why she is here today.

Mrs. Wiener felt it was never the best approach and it goes back to being professional people and let the administration handle it and she so moved. Seconded by Mrs. Royal. On roll call, the motion carried with a negative vote cast by Mrs. Douthit (4-1).

Mr. Doney stated if this cannot be worked out, they will bring this matter back to the Town Council in October. Mrs. Douthit recalled the American Coastal people are here to recover their bond money and she asked if that should not be returned to them? Mr. Dusey responded the bond is purchased from an agency who guaranteed the work would be completed and there is no refund of monies with regards to bonds.

Mr. Dusey stated another issue is the completion date as that date was established for September 1 and it has been missed by seven days and he has no problem with that but he wanted to bring it to the Council. Mrs. Wiener stated her concern was that this was done in a professional way and she had no problem with this time.

Mrs. Douthit noted there was a retained percentage in the amount of $198,000 and asked if that was to be returned to which Mr. Dusey responded this will be returned, as soon as the review of the contract is done and it is determined that everything has been done in accordance with the specifications and the permit conditions have been met and the bonds that protect the project over a period of time.

Mr. Doney noted another issue the Town Council would need to consider is whether or not it wishes to appropriate funds for a yearly administrative fee for the administration, the permit reporting and other issues and the proposal from Miss Mitchell indicates the proposed fee would be $20,000 to be paid on a quarterly basis.

Mrs. Royal asked for a recommendation as to whether or not this service is needed in his final report to the Town Council.

DNR Survey Lines

b. Consideration of DNR's Request for Additional Survey Lines Between the Current North End of the Project and the Lake Worth Inlet Mr. Doney recalled this request began with the proposed dredging at the Lake Worth Inlet. Mr. Dusey summarized that in May of 1993, a letter was received from the DNR sort of demanding that surveys be initiated on any material dredged from the Lake Worth Inlet by the Corps of Engineers and he was surprised by this as this is an ongoing project done every two or three days. He advised Mr. Elwell and he did argue with Mr. Green as to whether this was necessary and on August 4, 1993 another letter was received advising that the additional monitoring is not necessary as the State will be doing before and after surveys and based on those surveys, they will know the quantity of sand and can predict where it will go. He advised this survey work will also assist greatly to assure that the PEP Reef has not impacted the monitoring period by this sand if it were to come into the system. He reported American Coastal has a different opinion as contained in their June 17th letter as they have a concern if the survey work is not done, there may be an inconclusive finding at the end of the three year monitoring period.

Mrs. Douthit believed the monitoring lines north of the PEP Reef were in the original plan and the State and Dr. Dean advised they were not necessary and she felt if they now find that they are necessary, the State should be obliged to pay for them. Mrs. Wiener asked what the cost would be? Mr. Dusey responded he would guess it is in the range between $20,000 to $50,000.

Mrs. Smith recalled they were told there would be no problem with the monitoring as the sand is to be placed on the beach and Mr. Green has that statement in his letter. She thought that it could not interfere with the Reef if it was on the beach itself and the Army Corps of Engineers is to place the sand on the beach itself. Mrs. Wiener asked for Miss Mitchell's comments and Miss Mitchell responded she has not seen the latest letter from Kirby Green but her initial concern was that if they were not measuring that particular area and sand was put into the system or on the beach, and if over a period of three years, if that sand disappeared, the accreted sand on the beach would be attributed to the dredging of the Inlet, and that was their initial concern when the Test Plan was written. She advised when they designed the monitoring lines, they went all the way to the Inlet, but that has been changed and things were condensed into the Reef area itself.

She advised she is not eager to spend Town money on the monitoring and if the DNR is coming up with a method to account for the sand at this point, and if it is something that the Town is comfortable with, she will not suggest that more money be spent, but she had a concern there could be inconclusive findings after the three years. She recalled discussions with the Town Staff who stated if the DNR or the University can make a statement that says that sand will never interfere with the Reef project, then there would be no problem, but she didn't believe that they would be willing to do that.

PEP Reef (cont'd)

Mrs. Royal asked if there was other criteria for monitoring the success of the Reef to which Miss Mitchell responded the major portion of the monitoring plan itself and the survey contract is in the range of $320,000 out of the $667,000 and the survey and profile lines are the major component of the monitoring project and although there are other expenses, this is really where the hard data will be collected and see how the beach profiles are changing on a quarterly basis and they will be able to do a sand sediment budget.

Mrs. Royal asked what was the other criteria to which Miss Mitchell responded the test plan does have several performance criteria and the two primary focuses are on sand accumulation and wave dissipation.

Mrs. Wiener recalled everything could come out differently if a component is changed and she has a real problem with making the change, as they know there is sand going into the System and she was afraid of adding something in here that was not contemplated originally and saying that it won't affect anything, as they all know it will. Miss Mitchell stated she was not sure if it will or will not. Mrs. Wiener felt it would do something.

Miss Mitchell advised she did have another concern as it is her understanding that modeling is a method that the DNR will be relying on, in terms of tracking the sand and the concerns that have been brought up is a good example that modeling itself may not be the way to go.

Mrs. Smith thought in addition to talking about the placement of the sand on the beach, they are also looking at the Inlet Management Plan and there will be subsequent dredging and she thought they were premature in discussing this until it is known what exactly will be in the pipeline. Miss Mitchell responded the only concern about that is if there was an emergency dredging over the next month or so and they were out of the turtle season and now the sand is put into the system, it is not known what will happen.

Mrs. Smith recalled the Corps want's to put the sand on the Beach but the Port wants it dredged, so they are premature in this discussion. Miss Mitchell suggested that if there is any dredging at this time, she believed the DNR had offered their Survey crew to come down before and after and this could give some preliminary data and this could be hammered out, after that.

Mrs. Douthit noted all of this was in the works in the very beginning and the DNR and the University said "no" it wasn't necessary and now all of a sudden, they are beginning to question it.

Mrs. Wiener just wanted to make sure they get a fair shake at this and it is known they are all in it and all of this money has been spent, and now because of $30,000, they are going to tell us to take it away.

Miss Mitchell responded she would be more than happy to be involved in any of the discussions if that is what the Council wishes. Mrs. Smith noted the Council wants this to be a success.

Mrs. Wiener moved that if there is dredging that the Council within the perimeter of the figures mentioned by Mr. Dusey and hopefully it would be on the lower end, but up to $50,00, they will monitor any situation that has to do with dredging or any additional sand being put into the system. Mrs. Douthit believed they were talking about the survey lines north of the Beach so there could be something to measure from.

Miss Mitchell recalled there are approximately 13 profile lines spaces about 500' apart. Mrs. Smith seconded the motion.

Mrs. Royal stated she would vote for this if her amendment is noted that this is indeed the best way to preserve the integrity of the Reef, as maybe there would be something that would be cheaper. On roll call, the motion carried unanimously.

Mr. Dusey believed there may be some monies available from DEP and he will bring this back to the Council in October with better figures and a plan.

Fire at 1330 North Lake Way

2. Fire at 1330 North Lake Way - Report by Chief Elmore Regarding Meetings with Florida Power and Light and Florida Public Utilities and Options for Assuring the Safety of Their Distribution Systems - Chief Elmore addressed the Council recalling at the July Town Council meeting, he was directed to hold meetings with representatives from the utility companies which he has done to review the incident that occurred in June, and to discuss the safe transmission of these utilities within the Town. He noted that Mr. Nick Girolamo, who is here today to answer questions, has advised him that it is generally not the FP&L's policy to have metallic conduit between the property line and the house itself, and if there is a metallic line, it is an indication that it has not been installed by FP&L. He advised property owners may be able to prevent a repeat of this type of incident, which was an isolated incident, by installing duct tape material where the electric power lines enter the house from the conduit. He reported another preventive measure by the homeowner would be to have a private contractor track where the utility lines are entering the property to ensure they are not crossing each other at some point.

Chief Elmore advised at the time of the fire, there was a Florida Public Utilities service employee in the area investigating the leak, as they are required to conduct leak surveys on gas line mains and service pipes every three to five years. He reported that FPU does conduct these surveys every three years and in high target areas, such as hospitals, they do it every year, so there are continuous leak surveys being done. He has been in contact with Chuck Stein of FPU who is here also, and who has over twenty years of experience as does Mr. Girolamo.

He noted they all agreed they have never experienced anything like this fire, and this was an isolated incidence.

Mrs. Wiener recalled the whole point of this exercise was to determine if there was anything the Council could do and they now have heard the report. Mrs. Douthit asked why it took two and one half hours to turn the gas off? Chief Elmore reported initially they located the gas line and cut it off and capped it and they thought that would turn it off but back beyond from where the gas service was cut off, was where it crossed over the electrical line, and it was some sort of an

Fire at 1330 North Lake Way (cont'd)

electrical charge that they think caused the fire, but did not determine whether it was lightning or something else. He stated they were satisfied as to how the fire was caused with the holes penetrating both of the pipes and the gas leaking into the conduit and going into the house, but what actually caused the holes in the pipe, they do not know.

Chuck Stein, Vice-President of Florida Public Utilities addressed the Council on why the leak was not able to be detected in the area. Mrs. Smith recalled there were gas smells in the neighborhood for two to three hours prior to the fire and the representative from FPU was in the area but could not find the gas leak. Mr. Stein responded he believed the two to three hour time was not correct as the first report they had of the gas leak by a citizen was close to 7:30PM and the fire occurred about 8:30PM, so they are talking about one hour. He advised the reports were in the general facility but were not at the location of the fire. He stated their representative did respond to the complaint and talked to the property owner who advised they no longer smelled the odor. He reported the problem with this particular incident which was that the gas was not leaking under normal leaking conditions, where there would be a break in the gas piping in the ground and the odor would be coming up through the ground, as in this case, the gas was leaking directly into the electrical conduit and the two avenues for escape for the gas were inside the residence where there was no one in residence, and at the top of the weatherhead which was thirty feet in the air up the telephone pole, and gas being lighter than air does go vertically up, so there was no leakage at the point where the gas was entering into the pipes, and the only place where it could really be smelled would have been inside the home.

Mrs. Smith noted obviously there was a gas odor in the neighborhood and she was sure FPU didn't know that the gas being smelled in the neighborhood was not coming from that line somewhere. Mr. Stein responded obviously the gas was escaping out the weatherhead and it was going vertically. He explained there is a odorant that they add to the gas so people can smell it, and that was what was being smelled as opposed to the actual gas itself and the gas itself was going up in the air.

Mrs. Smith stated she just couldn't understand when the FPU people were on the scene, they couldn't find the source of the gas smell. Mr. Stein responded they were not aware that it was at this particular house. Mrs. Smith thought it was very peculiar because had people been in the area, there could have been many deaths occurring when the house blew. Mr. Stein advised that in this case the closest report of the gas smell was actually several blocks away.

Mrs. Royal noted in the memorandum written by Chief Elmore, he notes that property owners may desire to locate the entry points of their utility lines to make the determination if their lines are crossing and she asked Mr. Stein if the residents in the Town could call FPU for that type of service? Mr. Stein responded there is a 1-800 number which people can call to request a check of the gas service on their property for which there is no charge.

Mrs. Royal asked if there was any way that this type of information can be disseminated to the public? Mr. Stein responded they annually send a flyer in their customers' bills and also put an advertisement in the Palm Beach Post. Mrs. Wiener believed this could also be put in the Town's calendar.

Mr. Nick Girolamo, of Florida Power and Light addressed the Council, noting when he met with the staff, he too mentioned it would be appropriate for the homeowners to take the time to check the utility line entrances to their property to make a determination if they have gas and electricity entering the same side of their home. He noted if the entry of the utility lines is from different sides of the home, there would be no problem. He stated his engineering department at FP&L would be glad to help any of the homeowners in the Palm Beach area and all they have to do is call the local FP&L representative and a crew will be sent out to meet with the homeowner.

Mrs. Wiener wondered if this could be done through the Town's Fire Department on a block by block basis over the next year? Mrs. Smith stated she had a question for Mr. Moore as she has read in the report there are guidelines as to the distance there should be between the gas, water and sewer lines, but no guidelines for separation between the gas and electric lines and asked if this was something that could be corrected by the Building Department? Mr. Moore responded as long as there is a separation between the lines, the Codes would allow them to be in the same trench with separation, however, when this installation was installed years ago, there were so such requirements. Mrs. Smith recalled Mr. Zimmerman told the Council at the last meeting that there was no requirement for a separation between the gas and electric utility lines. Mr. Moore believed there was an eight inch requirement. Mr. Girolamo advised their requirement is twelve inches.

Mr. Doney suggested that in the Annual Report Calendar, this notification of who to contact at the utility companies be a part of the Calendar. He didn't believe that it would be appropriate that the Town get into making determination on the "old" lines that have been installed in the past. Mrs. Wiener believed they had to be involved in the fire prevention aspect of this but they of course, could not force a property owner to do anything. She believed that people needed to have the opportunity to easily find out whether or not they are in a situation that they may be uncomfortable with in regard to the utility entrances to their properties.

Mrs. Douthit hoped they wouldn't be doing anything that would make the Town liable. Chief Elmore suggested the Town Calendar would be the place to inform the citizens and advise the telephone numbers they can call and he will work on this through the Public Information Officer.

Beautification Projects

3. Town Participation in Beautification Projects in Commercial Zoning Districts - Report by Mr. Stephen L. Keidaish, President, South County Road Association. - Mr. Keidaish addressed the Council, recalling he proposed this beautification project with the Town participating and there were some questions. He believed the main areas of concern was since this project cannot be a part of the upcoming budget and would be held over to 94-95, the question was whether the DOT would be willing to honor their commitment on the safety grates and whether or not the Town would have any liability on these installations; and how would they proceed with the permit application and the paper work required. He advised he wrote a letter to the Department of Transportation outlining those concerns and has had a reply from the Manager of the Landscaping Division of the DOT which indicates they will purchase and have delivered to the Town the tree grates and although they know they would not be installed at this time, the time lag would take off some pressure in the Department. He advised he will forward the necessary documents which will need to

Beautification Projects (cont'd)

be executed and returned, and these Agreements state the Town will install the items listed and it will be the responsibility of the Town to ensure that all improvements will be kept in a safe manner.

Mr. Keidaish reported he thought the bottom line on the liability would be as long as these grates are installed properly, the State would not look to the Town for any liability concerns. He asked if the Town could store the grates until such time as they would be needed? Mrs. Wiener believed this needed to be looked at by the Risk Manager and again the Council is involving itself in administration matters and she also noted this Council cannot sit here today and appropriate monies from a budget on which another Council will be acting upon. Mr. Doney stated if it is the desire of the Town Council to store these grates, they will need that direction. Mrs. Wiener stated this should be handled by the Administration and brought to the front burner next year at budget time and she didn't think the grates should be accepted until it is known if there is funding to install them. Mr. Keidaish advised it has taken over two years to get the DOT involved and the funding of this is the major element and he has made it clear to the DOT that it is only conceptual approval from the Town at this time, but DOT would like to have their expenditure for the grates in their budget for this year, as planned. He suggested that he meet with the staff and try to work this out. Mrs. Douthit didn't believe they would take up a lot of space and we can just store them until we have the funding to put them in.

Mrs. Wiener did not want to do that, and would like to see the DOT just hold on to them until there is funding to install them. Mr. Keidaish responded they have no place to put them and DOT cannot guarantee that if the grates are dropped from this year's budget that they will have the funding for the grates next year. Mrs. Smith noted the Town would be the permit holder and the Town would be getting the grates. Mr. Weinberg asked if there is space in the warehouse to store them? Mr. Dusey responded they could be stored outside. Mrs. Wiener asked if the Town should decide not to use them, could they be sent back? Mr. Dusey responded he was not sure they would take them back as the DOT does not stock them but it is something they are purchasing for this particular project. Mrs. Wiener moved that the grates be accepted for storage purposes and this in no way indicates that the item will indeed be part of the 94-95 budget. Seconded by Mrs. Smith. On roll call, the motion carried unanimously.

Status Report RE: Interlocal Agreement regarding water supply

4. Status Report on Proposed Interlocal Agreement Regarding Potable Water Supply with the City of West Palm Beach - Attorney Randolph reported they have met with the City of West Palm Beach staff with an Agreement that this Council approved and several of the items were discussed and modifications requested. He advised certain modifications were made, which the Town's staff did not feel were of a substantive nature and met again with the City of West Palm Beach staff and they had further concerns they wished to see in the Agreement and the present status is he is now in the process of attempting to incorporate those concerns. He reported some issues will not be able to be resolved at the staff level, but they are attempting to do that and will meet again with the City of West Palm Beach staff later in the week. Mr. Doney reported they are all hopeful a resolution can be reached as the City of West Palm Beach is very much interested in issuing bonds for the water system and he will report back to the Council on the status at the October Town Council meeting.

PBIA Fanning Issue

5. PALM BEACH INTERNATIONAL AIRPORT - FANNING ISSUE. Mr. Doney reported he has distributed three letters to the Mayor and Town Council, one of which was a letter from Commissioner Mary McCarty of the County Board of Commissioners, who advised that due to their budget hearings, the meeting to hear the final action on the 1991/92 FAR PART 150 NOISE STUDY UPDATE, has been rescheduled for October 19, 1993 at 5:00 PM and he urged the Mayor and any Council members who wish to attend, do so to state the Town's position on the continuation of fanning.

Mr. Doney knew there were correspondence on the Mar-a-Lago issue, and he thought the two letters distributed earlier (memorandum dated 10-3-93 from Linda Dark, who is a representative of Mr. Trump to Mr. Jakubiak.) He advised the second letter is from Mr. Pelly of the Department of Airports. Mr. Weinberg thought it was extremely important that the Town's position be known with regards to fanning. Mrs. Wiener agreed and moved that the Town reaffirm very strongly its position in favor of fanning, as this has been the Town's Plan for everybody for a long period of time, and she suggested a Resolution be sent or another letter to say that regardless of what runway they are planning to use, that the Town has no interest in that whatsoever and the Town thoroughly supports fanning. Seconded by Mrs. Smith. Mrs. Douthit agreed and wondered if there was any language in the Comprehensive Plan which addressed this? Mr. Doney believed that there was. Mrs. Wiener asked if perhaps this could also be contained in the Comprehensive Plan of the City of West Palm Beach. Mr. Weinberg urged all members of the Town Council attend the upcoming meeting. Mrs. Royal reminded there are some allies, such as the Good Neighborhood Association.

On roll call, the motion carried unanimously.

XI. NEW BUSINESS

A. Ordinances - First Reading

Ord. 23-93

1. Ordinance No. 23-93 - Amendment to Water Conservation Ordinance - Mr. Randolph read the Ordinance by title:

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, AMENDING TOWN ORDINANCE NO.6-93 REGARDING WATER CONSERVATION AND THEREBY PROHIBITING THE OPERATION OF ANY LANDSCAPE IRRIGATION SYSTEMS BETWEEN 9:00 AM and 9:00 PM; PROVIDING FOR CODIFICATION; PROVIDING AN EFFECTIVE DATE.

Mrs. Douthit moved for adoption of Ordinance No. 23-93. Seconded by Mrs. Wiener. On roll call, the motion carried unanimously.

Mrs. Smith asked how this Ordinance would be enforced? Mr. Randolph responded a citation would be issued and would be signed by whomever it is served upon. Mrs. Smith noted that could be the gardener and she suggested that if the citation is not signed by the owner of the property that a letter be sent to the owner making him aware that he is in violation of the Ordinance, as she wants to see something with teeth in it that can be enforced. Mr. Randolph stated he will look into it and see if an additional amendment needs to be made. Mr. Moore reported that when there are repeat offenders to the Ordinance, his Department makes personal contact but if the owner is out of Town it would be with the gardener and he liked the suggestion made that a letter be sent to the owner making him aware there is a problem, and he didn't believe that the Ordinance needed to be changed to institute that policy. Ord. 23-93 (cont'd)

John Mattich, 3475 South Ocean Blvd., addressed the Council stating he thought the biggest violators of the conservation of water are the condominiums. He has personally given the Ordinance to the doormen of condominiums when the watering has been going on in the afternoon, but to no avail. He thought it was time to get strict on this Ordinance. He advised he will bring this up at the next meeting of the Citizens Association South of Sloan's Curve.

Mrs. Smith believed Mr. Moore was a member of the Water Conservation Education Program and there will be training for the Code Enforcement officers to follow through on this matter.

Mrs. Wiener moved that Ordinance No. 23-93 be approved on first reading. Seconded by Mrs. Smith. On roll call, the motion carried 4-1 with a negative vote cast by Mrs. Douthit.

2. Ordinance No. 24-93 - Amendment to Taxicab Ordinance Mr. Randolph read the Ordinance by title: Ord. 24-93

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA AMENDING CHAPTER X OF THE CODE OF ORDINANCES, AT ARTICLE XIV, TAXICABS, AMENDING SECTION 10-319 RELATING TO CONTENTS OF APPLICATION; AMENDING SECTION 10-326, RELATING TO REQUIREMENTS FOR A TOWN CHAUFFEUR'S PERMIT; AMENDING SECTION 10-327 RELATING TO SUSPENSION AND REVOCATION OF CERTIFICATES, PERMITS OR CHAUFFEUR'S PERMIT; PROVIDING FOR SEVERABILITY, PROVIDING FOR APPEAL OF ORDINANCES IN CONFLICT: PROVIDING FOR CODIFICATION; PROVIDING AN EFFECTIVE DATE.

Motion was made by Mrs. Wiener to adopt Ord. No. 24-93. Seconded by Mrs. Douthit. On roll call, the motion carried unanimously.

3. Ordinance No. 26-93 - Commercial Solid Waste Collection Fees - Attorney Randolph read the Ordinance by title: Ord. 26-93

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, AMENDING CHAPTER VIII OF THE TOWN CODE OF ORDINANCES, GARBAGE AND TRASH, AT SECTION 8-7 RELATING TO FREQUENCY OF COLLECTIONS; SECTION 8-8, RELATING TO ESTABLISHMENT OF CHARGES FOR COLLECTION; PROVIDING THAT THE OWNER SHALL BE RESPONSIBLE FOR SAID CHARGES; AMENDING SECTION 8-9 RELATING TO BILLING FOR CHARGES AND NOTICE OF DELINQUENCY; AMENDING SECTION 8-13 RELATING TO A CHARGE FOR SPECIAL SERVICE; AMENDING ARTICLE II RELATING TO NON-MUNICIPAL COLLECTION AND DISPOSAL AT SECTIONS 8-31 AND 8-33 SO AS TO PROVIDE THAT THE TOWN SHALL BE THE SOLE PROVIDER FOR COLLECTION AND DISPOSAL OF GARBAGE AND PROHIBITING COMMERCIAL OR BUSINESS ESTABLISHMENTS FROM OPERATING THEIR OWN COLLECTION AND DISPOSAL SERVICES; RESCINDING SECTIONS 8-32, 34, 35, 36 AND 37; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT; PROVIDING FOR CODIFICATION; PROVIDING AN EFFECTIVE DATE.

Mrs. Wiener moved for adoption of Ordinance No. 26-93. Seconded by Mrs. Smith. On roll call, the motion carried 4-1 with Mrs. Douthit voting against the motion.

B. Resolution

1. Resolution No. 33-93 - Designation of Town Depositories and Authorization to Sign Checks for FY94- Mr. Randolph read Res. 33-92: Ord. 33-93

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA DESIGNATING TOWN DEPOSITORIES FOR FISCAL YEAR 1994, PURSUANT TO SECTION 2-160 OF THE TOWN CODE OF ORDINANCES AND DESIGNATING PARTIES TO SIGN CHECKS OR WARRANTS ON BEHALF OF THE TOWN; PURSUANT TO SECTION 2-159 OF THE TOWN CODE OF ORDINANCES.

Motion was made by Mrs. Douthit to approve Resolution No. 33-93. Seconded by Mrs. Smith. On roll call, the motion carried unanimously.

C. Appointment Appointments

1. Code Enforcement Board - To Fill Balance of Term to Expire April 1994 - Mrs. Smith moved that Paul Rampell be appointed as a full member of the Code Enforcement Board as he had the earliest appointment as an Alternate on this Board. Seconded by Mrs. Wiener. On roll call, the motion carried unanimously. Code Enf.

Meeting adjourned for lunch. President Weinberg reconvened the meeting after the lunch break.

D. Bid Award Bid Award

1. Sealed Bid No. 93-021 - Sound System in Town Hall Council Chambers - Mr. Sean Walsh of Peerson Audio addressed the Council on the proposed new sound system to replace the obsolete system which has been in use for many years. Mrs. Smith noted the backup states the price can be reduced by $1250 if they have modules for 20 channels and she didn't believe they needed any more than that. Mr. Walsh responded they could always add additional microphones at a later date. Mr. Doney noted this also includes $500 for a ceiling speaker which is a part of the reduction of the $1250. Motion was made by Mrs. Wiener to accept Sealed Bid No. 93-021 with a reduction of $1250 which would remove the 20 channel mixer and a lesser quality Atlas speaker. Seconded by Mrs. Smith. Mrs. Royal asked if this would meet the requirements necessary for ADA to which Mr. Jakubiak responded affirmatively. On roll call, the motion carried unanimously.

E. Other

Proposed Agreement between the Town & First Union

1. Consideration of Proposed Agreement Between the Town and First Union National Bank for Investment Management Services for FY94 - Mr. Jake Morgan, President of First National Bank in Palm Beach, First Union's Private Bank addressed the Council and introduced the representatives who will be making the presentation.

Vice-President and Regional Trust Officer Ann Caner addressed the Council talking about the Bank's investment services which they offer for the Town of Palm Beach. She advised the Capital Management Group is the trust and investment arm of First Union Corp and currently manages over $20 billion in assets and this includes pension plans and personal trust accounts, among others. She advised the Short Term management approach is an actively managed approach which focuses on the short term end of the market. She noted they are easily able to liquidate investments, if necessary, for cash flow needs. She advised the funds are currently with the State Board of Administration and they would exceed net of their fees the return they would be able to get for the Town. She advised every one of their accounts is singly managed and not commingled. She advised they strictly adhere to the State of Florida statutes as well as the Town's Code.

Valerie Pettibone, Vice-President & Trust Officer then addressed the Council pointing out that in order to facilitate added value to their accounts, they have developed a short term investment management dynamic approach, by exploiting moves in the interest rate moves by extending maturities, sector evaluation, looking at relative value of various types of bonds and buying whichever they choose to be the best; and they take advantage of the shapes of the Yield Curve by looking at economic forecasts and making decisions as to whether or not the portfolio needs to be extended or shortened; identify securities which are trading lower that others in that particular sector and evaluate it thoroughly; and since they do manage large amounts of monies, they are able to block trade a lot of their assets with competitive bidding. She felt that First Union could add value to the portfolio net of the fees, as if the yield is increased by four per cent, thirty to fifty basis points can be picked up, which will net a return of between $90,000 to $125,000.

Mrs. Wiener asked if they had any accounts which were municipalities in Palm Beach County to which Ms. Caner responded they had two, the Northern Palm Beach Water Control District and the City of West Palm Beach. She advised the rate for the City of West Palm Beach was an earned rate of 4.07%.

Mrs. Wiener asked about their fee schedule and Ms. Caner responded their goal would be to actively manage the account to not only make up their fee but also add value of between thirty to fifty basis points. Mrs. Wiener asked where they would fall in the range of experience in relationship to other financial groups operating in the area? Ms. Caner responded they do find themselves very competitive with the local competition in the State. Mr. Weinberg asked what was their average yield last year? Ms. Caner responded the way they are structured is that different accounts have different investment perimeters and different maturity constraints and as a result, they have put together in this presentation a composite of three different clients that they manage on a total return basis which takes into consideration the account yields as well as capital appreciation, so that would vary as everyone has a specific investment policy with restrictions on the accounts they manage.

Mrs. Smith asked if in their presentation, their Client 2 would be similar to the Town of Palm Beach to which Ms. Caner responded affirmatively. Mrs. Smith asked if they were in a competitive bidding process, what would First Union be offering the Town that no other lending institution could? Ms. Caner responded they have been managing with a certain approach over the past few years and are now working with several municipalities and are in competitive bidding with them as part of the bidding process.

Mrs. Royal did not think they could answer that question as they are not in a bidding process now. Mr. Doney referred to the back-up information furnished the Mayor and Town Council, noting that several years ago they went through the competitive bidding process, and the Banking Services Agreement for First Union, based upon the types of banking activities which the Town had, and they were the most competitive and received the award of that contract.

Mr. Doney pointed out the reason that Mrs. Crozier and himself are recommending First Union, is there are certain operational advantages in terms of all the activities they had with First Union. He will be recommending for 1995 Fiscal Year that the scope of bid specifications be expanded to include the investment activities, but at the current time with the current staff, the advantages available through First Union are the most advantageous to the Town. He recalled all of the activities and day-in-and-day-out investments are being handled by the State Board of Administration and that is why if they should choose to go with First Union, they would have to bring back to the Council a written investment policy so everyone knows what the procedures and policies will be, before they proceed.

Mr. Doney noted they also reserve the right to cancel the contract if it is felt that the performance of the banking services or the investment services are not satisfactory, within 30 days written notice with no reason provided.

Mrs. Smith asked if the investment management was a part of this current contract to which Mr. Doney responded it was not. Mrs. Smith did not know why they were not seeking competitive bidding as she has a problem in dealing with public funds and where they are being presented with just the one package, as she was not sure that does justice and wondered why this was being handled in this manner.

Mrs. Crozier advised the Mayor and Council, she had intended to have this as an addendum to the existing agreement so that all of the services could be kept together at one institution, which she believed was in the best interest of the Town from a function perspective. She reported the contract of First Union expires in 1995, and at that time it would be prudent to bid this out as an entire service, including the investment aspect. She believed there were benefits in doing it this way as it would give the Bank the opportunity to know what the daily cash needs of the Town are; and reduces wire transfers between institutions, and it would be beneficial.

Mrs. Smith announced her problem is that she is not totally happy to have all the eggs in one basket and that is why she would like to see competitive bids from other institutions so she could have a comparison. She thought there could be a problem with wire transfers as First Union is based in North Carolina and not in Palm Beach. She believed there were other investment bankers who might be interested in bidding for this part of the Town's business. Mrs. Crozier agreed and believed it should be bid, but her concern is splitting the functions and was not comfortable that

that would be in the best interest of the Town to split them, and from a location perspective, First Union is convenient to the Finance Department's transaction of daily business. She noted in 1995, if this is bid together as one package, she believed the wire transfer fees alone would not benefit the Town and would be taken from the revenues they would hope to gain in idle funds and it could be significant. Mrs. Royal thought perhaps the wiring transfer fees could be waived by the Bank if their fee is going to be $200,000. Mrs. Crozier responded the fee is not $200,000. Mrs. Wiener believed the fee was $50,000. Mrs. Royal thought even with a fee of $50,000, they may be willing to waive the transfer fees, noting she agreed with the statements made by Mrs. Smith that something like this should not be given to a sole source and should be opened up to competitive bidding. Mrs. Crozier responded her objective for making the recommendation in this manner was to enhance the revenue of the idle funds very quickly. She stated she is willing of course to go through the bidding process, but she believed that it will take an additional three or four months and that revenue would be lost and the contract with First Union will come up for renewal in 1995 and this could be addressed at that time.

Proposed Agreement between the Town & First Union (cont'd)

Mrs. Wiener agreed with a lot of things stated by Mrs. Crozier and understood why she would like the short range funds together with the other accounts, but as far as long range, she didn't believe those two related to each other at all and that is part of somehow lumping things together that shouldn't be, as long range investments can be put anywhere. She thought with the interest rates being as they are, over a two or three months period, they would not be seeing a lot of appreciation.

Mr. Weinberg noted that this did not include the Pension Fund monies.

Mr. Doney stated he and Mrs. Crozier have their limitations and are not qualified to handle sophisticated investment transaction business and money managing business and that is why when one position was cut back in the Finance Department, he had a concern and the reason he recommended they didn't go into bidding of this particular service was that they had the opportunity with First Union to increase the interest on idle funds and move forward with this.

Mrs. Smith asked what the return was on the Pension Fund monies. Mrs. Crozier responded she would have to get back with her on that question, but wanted to point out the requirements on the handling of the Pension Fund monies are quite different. Mrs. Smith pointed out that is one of the problems she has with the presentation today as it is not specific enough. Ms. Caner advised they have met with Mrs. Crozier and gone into detail about the seven different accounts which would be set up and the cash flow has been reviewed in great detail. She stated they would be setting up seven different accounts and have a different approach for each of those accounts with regards to maturities constraints and the cash liquidity needs. She advised the mechanics are in place so the Trust Account could be debited and the checking account would be credited and they would be able to add value today with the knowledge that in 1995, they would have to compete with everyone else that would be bidding for the Town's banking services. She believed the issue was that the banking services contract was in place and with First Union's track record of managing monies in this approach, they felt monies could be added under the existing parameters and with the existing structure in place.

Mr. Doney reiterated they need special assistance to proceed in a different course of action, if that is the Town Council's desire, and also it needs to be recognized that regardless of who does bid on these banking services, there are many severe restrictions by the Charter, the Code, and the State Statutes so this elasticity point they have to keep it in mind and be thinking about the other banking services and how it will be an advantage operationally to have these conducted at First Union.

Mrs. Wiener stated there are limited parameters which causes concern in her mind about letting this out of the Town's hands, as there are not many judgment calls to be made but she has concerns about it and also has a concern about not hearing other presentations, as they are not talking about a great amount of percentage points. She didn't know if this needed to be done as she thought it could be handled by the Town staff and the savings can be all for the Town. Ms. Caner disagreed, noting by actively managing the portfolio, there is significant revenue that can be achieved compared to what the State Board is doing today, and net of fees, it would be probably from thirty to sixty basis points and on the type of monies the Town has, that would be significant.

Mrs. Wiener stated she agreed with Mrs. Smith and thought it was not a situation of the large funds they are concerned with, such as the Retirement System funding, and this makes it an entirely different matter and she didn't believe they could both be put on the same scale and that a large amount of expertise is required, and the Town would be aware of what is going on at all times, and if the Town had $150,000 earned and the Bank also earned that, their fee of $50,000 would have to be paid. Mrs. Royal asked if the $50,000 could be negotiated? Ms. Caner responded the fee has already been discounted. Mrs. Smith asked if there was any reason the contract would have to be extended through 1995 to which Ms. Caner responded absolutely not, as the contract can be terminated with 30 days notice. She suggested it be tried for a six month period, aftér which they will make a full board presentation and if the total rate of return earned, net of their fees, is not significantly above the SBA, the agreement can be terminated.

Mrs. Crozier advised she would intend to monitor this on a month-to-month basis and it could be a shorter time frame than six months, if there was not a significant improvement above the SBA.

Mrs. Douthit didn't believe the Town had anything to lose. Mr. Morgan indicated they are here because the staff had asked them to come as the staff and the bank have worked together on all of the details. He was sure that Mrs. Smith was interested in that detail and he encouraged her to continue. He noted they came prepared today to make a general presentation, knowing that the staff knew the particulars and they were not trying to inrun anyone and he sees this as an opportunity for the Town to try something without going through the bidding process. He knew the restrictions on the use of these monies are very strict and no-one could ever go far afield, but the risk is minimal and the improvement and the flexibility of the Town staff would be enhanced as there is money to be saved, and he suggested that there is little risk to try it and it is cancellable on a thirty day notice

Mr. Weinberg asked if they could consider a six month probation period to which Mr. Morgan agreed. Mrs. Royal asked if it could be a contract for 30 days, which would be renewable? Mr. Doney felt that is what this would be as if it is felt the performance is unsatisfactory, it would be cancelled, however, it should be for a longer period of time so there could be a track record.

Proposed Agreement between the Town & First Union (cont'd)

Mrs. Douthit agreed. Mr. Morgan advised their gauge is what the State Board of Administration is now doing. Mrs. Royal asked if the fee could be structured on the amount which they outperform the State Board? Mr. Morgan responded he would be delighted to take another look at the fee structure.

Mrs. Wiener noted she has perused the Corporate Agency Agreement and they should not ever forget they are dealing with public funds, and one of the things that is bothering her is having the registration in street name, so to speak. Ms. Caner responded normally the funds are held at the Federal Reserve in book entry form and held separately under the Capital Management Group for the account of the Town Of Palm Beach. Mrs. Wiener believed that in the Corporate Agreement it indicates that all stock certificates and other registered securities should be registered in the nominee's or the bank's name as agent, which she views as in street name, recalling there have been problems over the years with that kind of thing. She referred to No. 8 in the Corporate Agreement, which states the Bank may in its discretion follow and rely on any instructions given orally by telephone or telegraph, etc. that they believe to be genuine, however such instructions shall only pertain to pre-authorizing checking and investment accounts. She thought if they may in their discretion rely on something and the paper work doesn't arrive until the next day, there could be some problems as it can happen or cannot happen. Ms. Caner reported it has happened. Mrs. Wiener pointed out they are using public funds and that just cannot happen unless there is a piece of paper in their hands.

Mrs. Crozier reported that is how the business is transacted through the State Board of Administration. Mrs. Wiener thought that was fine as it is not a private banking institution. Mrs. Crozier stated they are compelled to have written confirmation so there is not a situation whereby it would be two days, a week or a month before they realize that something has happened and something went wrong with the transaction. She thought for the transaction to happen and the way they have to happen on a daily basis, because they are looking at a sweep type situation, that it would have to be transactions over the phone. She noted there would be two accounts, one is the Town's General Account and the other, the Town's Investment Account and the only transactions that could take place would be between those two accounts.

Mrs. Wiener commented that for some reason they change their mind in midstream, for example, a phone call is made at 9:30 AM and something has happened which makes a tremendous change and then written instructions are not given, then the Bank is in trouble. She has a concern about public funds not being in public hands and publicly signed at all times. She believed someone did need to run over to the Bank or have the Bank come to Town Hall and pick up their instructions, and she had a lot of comfort in that to know that the oral instruction within a period of one to two hours would be picked up by the Bank and everybody would be clean as they have seen where things have gone astray and when you are dealing with public funds, that is not the way they should be handled in her estimation. Ms. Caner suggested everything could be done in writing by fax and they would not accept oral instructions.

Mrs. Wiener asked the Town Attorney if he has reviewed the Corporate Agreement? Mr. Randolph responded they have made some modifications to it and the suggested changes have been incorporated. Mrs. Crozier advised that doing it by fax would not be a problem.

Mrs. Royal asked if they had fail safe procedures they used with the municipalities in Palm Beach County for whom they are investing? Ms. Caner responded with the Northern Palm Beach County Water Control District they have sixteen bond indentures and 44 separate accounts set up for them and they spent a lot of time with the staff and the auditors to make sure everyone was comfortable with the procedures and they would do the same with the Town. Ms. Caner responded they have spent time with the auditors, the Town Attorney and with Mrs. Crozier and will continue to do so until it is all worked out to everyone's satisfaction.

Mrs. Wiener asked to talk about Item 6, which is the expenses. She thought they were in a fee situation and asked what they were talking about with regards to expenses. Ms. Caner responded that is in the event they are trading securities, that there would be a fee involved, however, they have attached a fee schedule so there would be no other fees except what has been given to them today. Mrs. Wiener asked that Item 6 then be deleted as she sees no reason for it to be there to which Ms. Caner agreed.

Mr. Doney suggested they defer this to the October meeting when the bank can come back with more specifics and a specific investment policy which the Town Attorney and staff has reviewed and approved and if they feel comfortable with it and they wish to authorize the six month investment relationship which will be monitored on a month-by-month basis, then it be done then.

Mrs. Smith asked if they could address the concerns expressed today and give the specifics and at the October meeting, the Council will be prepared to take action. Mr. Weinberg asked that it be tailored for the Town of Palm Beach. Mrs. Royal asked if other banks would be allowed to make their presentations at that meeting? Mr. Morgan responded his answer would be the purpose of this is to facilitate the staff's ability to manage the money and since there already is a contract with First Union, the implementation of this would only further facilitate their implementation of their job, as opposed to moving to another bank and recognizing that the contract with First Union does expire in November of 1995.

Mrs. Smith recalled the Council has been discussing the achieving of more funds for the Town, so First Union has not appeared today out of the blue, as this has been talked about by this Council and at the Finance & Taxation Committee meetings this summer.

Mr. Morgan indicated they do welcome the opportunity to come back to the Council meeting in October and if anyone had any questions, they should call and they will add the answers to their presentation. Mr. Weinberg asked if they could tailor it to the Town and not in generalities.

Mrs. Smith moved this matter be deferred until the October Town Council meeting when First Union will return with the specifics discussed today and any other specific questions that will be related to them through the Town Manager's Office. Seconded by Mrs. Wiener. On roll call, the motion carried unanimously.

Consideration of Purchase of Aerial Platform Truck

2. Consideration of Purchase of Aerial Platform Truck for the Fire-Rescue Department

   a. Recommendation to Utilize New Smyrna Beach Bid Award as Amended to Reflect Town's Specifications

b. Recommendation to Finance This Purchase Through a Standard Bank Loan Rather Than Through a Lease Purchase Agreement

New Equipment (cont'd)

Mrs. Smith suggested these matters be considered together as the Finance & Taxation Committee authorized only the $110,000 for the first year's payment on the proposed new equipment and she thought the loan should be considered along with the recommendation. Mrs. Douthit asked if the old equipment was being traded and how much would they be getting for it? Chief Elmore responded they are trading in the old equipment but he has no idea what the amount will be. Mrs. Wiener was sure it would not be near to the amount needed to which Chief Elmore agreed, noting they will receive some and that amount will be subtracted. Mrs. Wiener recalled they agreed to lease purchase this equipment and wondered why they were now going to purchase it through a standard bank loan? Mrs. Crozier responded the bank loan procedure is being recommended since the rate is better and it is easier to finalize the documents. She thought they needed to approve the purchase of the truck and then proceed with the loan. She reported the Standard Bank Loan rate is lower than the Lease Purchase rate. Mrs. Smith thought they needed to authorize the purchase of the truck rather than the lease-purchase. Mrs. Crozier advised they will seek competitive quotes. Chief Elmore advised it is a possibility that this may have a April or May delivery.

Mrs. Wiener suggested that since the people who were just here were looking for a fee situation, she thought they should be made aware of this and perhaps their bid would come in a little lower than every other bank and asked if this information could be passed on to them. Mrs. Crozier stated she will share that information with them.

Mrs. Smith moved that the Town Council authorize the utilization of the contract for bid by New Smyrna Beach under the State's purchasing rules. Seconded by Mrs. Wiener. On roll call, the motion carried unanimously.

Mrs. Smith moved the Staff be authorized to proceed with the purchase of the truck under the competitive process for a Standard Bank Loan rather than through the lease purchase agreement as previously authorized. Seconded by Mrs. Wiener. On roll call, the motion carried unanimously for approval.

3. Consideration of Request by AT&T to grant Easement at Clarke Avenue Beach Area for Proposed Columbus 2 Cable - Mr. Dusey reported to the Mayor and Town Council that AT&T has a number of cables which transverse the Town and enter the ocean at Clarke Avenue. He advised they are coming across the Ocean with another cable in November, and approached the Town regarding getting this cable to the land they own there to a manhole. He has been negotiating some price for that easement and he is seeking authorization to use, if necessary, an appraiser to try and set a value on the type of easement that AT&T will need. He hoped to perhaps have an agreement for an initial fee and then an annual fee. Mrs. Smith asked if Mr. Dusey knew what kind of a figure that could be asked? Mr. Dusey responded he wasn't sure but West Palm Beach has an agreement with AT&T and they receive $22,000 for something. He advised the State Law is very specific as to what can be charged and his request is to hire an appraiser to come up with some sort of value for the easement and the figure could be sizeable, as when they were talking about the Reef being placed on top of this cable and AT&T stated it would cost one million dollars for each hour that the cable would be out of use, in the event there was damage.

AT&T Easement at Clarke Ave.

Mrs. Wiener suggested the cost of the appraiser be added to the figure which will be charged AT%T. Mr. Dusey stated it could be a part of the annual fee. Mrs. Douthit believed the annual fee should be hinged to the rate of inflation. Mr. Dusey agreed noting the agreement which they have with West Palm Beach does not have that provision.

Mrs. Smith noted they are authorized in the agreement to repair or replace the underground fiber optic and asked if that was at their discretion? Mr. Dusey responded it would be at their discretion but the Public Works Department would have the final approval. Mrs. Wiener moved that the recommendation of the Public Works Director to hire an appraiser furnishing an estimate of what the easement requests are worth to the Town of Palm Beach. Seconded by Mrs. Smith.

Mr. Dusey suggested once the Town Attorney makes his recommendation as to the form this needs to take, they would like to have an Agreement before the Council at the October meeting for the Council's consideration.

Mrs. Smith asked if the fee as quoted ten cents per linear foot was standard? Mr. Dusey responded it is not standard for the Town of Palm Beach, and that is an addendum to their contract for another cable that is coming through. He stated he will make a determination as to what would be a good price.

Mrs. Royal asked if there were special utility appraisers? Mr. Dusey responded to the best of his knowledge, there is not, however, he believed an appraiser could give them the value of tying up the land in an easement in perpetuity.

On roll call, the motion carried unanimously.

4. Recommended Town Medical Plan for FY94 - Request for Authorization for Town Manager to Execute Agreements and to Proceed with Related Details - Mr. Doney explained the memorandum from Mr. Crouse identifies the proposed renewal of the Town Medical Plan and there would be increased charges for those who go outside of the network of the Preferred Provider Organization. He advised the deductible will be increased also for those who go outside of the network to control the costs. Mrs. Wiener moved the authorization be granted for the Town Manager to execute the agreements and to proceed with all related details concerning the Town Medical Plan for FY94, as recommended. Seconded by Mrs. Royal. On roll call, the motion carried unanimously.

Town Medical Plan for FY94

5. Request Authorization for Town Manager to Execute Contract for Town Physician for FY94 - Mr. Doney recommended Dr. Ojea be reappointed as the Town Physician. Motion was made by Mrs. Wiener that the Town Manager be authorized to execute the contract with Dr. Ojea to be Town Physician for FY94. Seconded by Mrs. Smith. On roll call, the motion carried unanimously.

Town Physician

Management Agreement for Palm Beach Golf Course

6. Request Authorization for Town Manager to Execute Management Agreement for the Palm Beach Municipal Golf Course for FY94- Mr. Doney indicated it is his recommendation to continue the Management Agreement with Mr. Dytrych at the PAR3 for FY94. On motion of Mrs. Douthit, seconded by Mrs. Royal, authorization for the Town Manager was granted to execute the Management Agreement for the Palm Beach Municipal Golf Course for FY94. On roll call, the motion carried unanimously.

Management Agreement for Seaview Tennis Courts

7. Request Authorization for Town Manager to Execute Management Agreement for the Operation of the Seaview Tennis Courts for FY94 - Mr. Doney explained this is the renewal of the Management Agreement for the Tennis Pro, Mr. James Hay, and it is his further recommendation, based upon survey conducted by Mr. Bitzer and Mr. Crouse that the annual retainer be increased as the management of the tennis courts and balancing the many competing special interest groups who utilize the courts, plus dealing with all the individuals who all have their own agendas, and it is a difficult position and he believed that Mr. Hay had done well to balance those interests and he believed the increase was warranted so they can retain a qualified pro. Mrs. Smith thought it was a tremendous increase as it goes from $6000 to $9000. Mr. Doney asked that they look at the overall package. Mrs. Wiener noted this is a 45% increase, whereas the other employees were given a two per cent. Mr. Doney stated it is his recommendation that these pro positions, both for the Golf and the Tennis be continued as contract employees. He noted Mr. Dytrych has been receiving the Town benefits, but if another golf pro is hired, that would be strictly contractual.

Mrs. Royal noted there was a letter received from Mrs. MacIntyre who is on the Seaview Park Commission, asking that this be deferred to which the rest of the Council did not agree. Mrs. Smith asked why this tennis pro started with the Town at a low retainer? Mr. Doney stated that was the negotiated salary at that time, noting a few years ago, the annual retainer was at $15,000 and was dropped to $6,000, because of the overall package. He stated it his recommendation that this be increased to $9,000.

Mr. Bitzer addressed the Council noting this is a large percentage increase but Mr. Hay has no benefits, and at the moment he is getting $6000. Mrs. Royal asked what was his total annual salary last year to which Mr. Bitzer responded it was $48,000 gross. Mrs. Royal noted he had to pay his own taxes and health insurance.

Motion was made by Mrs. Douthit, seconded by Mrs. Wiener that the Town Manager be authorized to execute the Management Agreement for the Operation of the Seaview Tennis Courts for FY94 and the annual retainer be increased to $9000. Motion carried 3-2 with Mrs. Royal and Mr. Weinberg voting against the motion. Mrs. Royal stated she voted against it because she thought the request of the Seaview Park Commissioner should be honored to defer this.

Recommended Program for FY94 Prop./ Casualty Ins. and Claims

8. Recommended Program for FY94 Annual Property/Casualty Insurance and Claims Management Services - Request for Authorization for Town Manager to Execute Agreements and to Proceed with Related Details - Mr. Doney explained there is a memorandum from Mrs. Martinuzzi, the Risk Manager, on this subject, which is self-explanatory. Mrs. Wiener noted it has not increased and she would move that the FY94 Annual Property/Casualty Insurance and Claims Management Services as recommended by the Town Manager and Staff be authorized and the Town Manager be empowered to execute the Agreements and proceed with related details. Seconded by Mrs. Douthit. On roll call, the motion carried unanimously.

Consideration of Agreement w/Advanced Protective Service, Inc.

9. Consideration of Renewal of Agreement with Advanced Protective Service, Inc. for Dock Security Services for FY94 - Mr. Doney reported the Dock Security Services Agreement is in the Marina Fund and the recommendation of Mr. Dusey, in which he concurs, is the Town Council approve the extension of this contract with Advanced Protective Service, Inc. for a one year period at an annual cost of $41,607. Mrs. Wiener moved that the Agreement be renewed with Advanced Protective Service for Dock Security Services for FY94. Seconded by Mrs. Douthit. On roll call, the motion carried unanimously.

Consideration of Training Agreement Re: EMT Ed.

10. Consideration of Training Agreement Between the Town and the School Board of Palm Beach County for Emergency Medical Technology Education and Authorization for Town Manager to Execute Same - Mr. Doney recommended this be authorized as it concerns Emergency Medical Technology Education and it is recommended by Chief Elmore, and it has been reviewed by the Risk Manager and the Town Attorney and approved with minor changes. Mrs. Royal asked what was the expense of this training? Chief Elmore reported there is no expense as the Fire-Rescue Department has three separate contracts with regards to training of the fire fighters, paramedics, and emergency medical technicians. Mrs. Wiener moved for approval of the Training Agreement between the Town and the School Board of Palm Beach County for Emergency Medical Technology Education and the Town Manager be authorized to execute the Agreement with the changes made by the Town Administration. Seconded by Mrs. Smith. On roll call, the motion carried unanimously.

Consideration of Selection Team Recommend. for Coastal Engineering Consultants

11. Consideration of Selection Team Recommendations for Coastal Engineering Consultants and Authorization for Town Manager to Execute Contract Regarding Same - Mr. Doney advised there were seven firms short-listed and Mrs. Smith was on the Selection Team, along with Mr. Bowser and Mr. Elwell. He advised Applied Technology and Management was the highest ranking firm. Mrs. Douthit noted the term of the contract is five years and wondered how long it would take them to do this work? Mr. Dusey responded there are two things associated with the contract, one is the Inlet Management Plan and that should be done within less than a year; and after that time, we may need to use this firm for design on whatever comes out of the Plan and it is important to have on board a professional coastal engineer, and the fact that the agreement is there does not mean they have to use them as the Town can choose to use them or not use them. Mrs. Douthit thought the time should be a maximum of three years as if they are needed for a longer period of time, the contract can be extended. Mr. Dusey advised they can choose to not use them by not issuing any work to them and that is the way the contract is set up. Mrs. Wiener noted they are not obligated to use them and the contract is cancellable with 30 days notice. Mrs. Smith recalled there must be a Lake Worth Inlet Management Plan

in place if the process for the Sand Transfer Plant is to be reviewed, and this is a first step according to the State, and the bids are put out for the coastal engineers and ADM thought they could possibly get the Inlet Management Plan within a year and the other two firms stated it would be from a year and a half to three and half years. She didn't think the five year term was a lengthy period under these circumstances and there is a cancellation clause.

Consideration of Selection Team Recommend. for Coastal Engineering Consultants (cont'd)

Mrs. Wiener moved that the Selection Team Recommendation for Coastal Engineering Consultant be approved and the Town Manager receive authorization to execute the Contract. Seconded by Mrs. Royal. On roll call, the motion carried 4-1 with Mrs. Douthit voting against the motion since she felt the terms of five years was too long.

Mr. Dusey stated authorization is needed for the contractor to proceed with the Inlet Management Plan with the execution of a contract with the State. Mrs. Wiener so moved. Seconded by Mrs. Smith. On roll call, the motion carried unanimously. Mr. Doney noted the State will be paying for seventy-five per cent of this cost and the Town's share will be twenty-five per cent.

12. Request Authorization for Town Manager to Execute the 1993/94 Offer and Acceptance for Recycling and Education Grant with the Solid Waste Authority of Palm Beach County - Mr. Doney explained Mr. Dusey has written a memorandum indicating the Solid Waste Authority has agreed to purchase the recycling bins in the Town's requested green color and modify their recycling literature accordingly and it is his recommendation that he be authorized to execute a form on behalf of the Town and follow up with other actions, as necessary. Mrs. Smith so moved. Seconded by Mrs. Douthit. On roll call, the motion carried unanimously.

93/94 Recycling & Education Grant

13. Request Authorization for Town Manager to Execute the Town Docks Maintenance Dredging Project Agreement Amendment with the Florida Inland Navigation District (FIND) for Time Extension - Mr. Doney requested authorization to extend the Agreement to complete the necessary work. Motion was made by Mrs. Wiener that the Town Manager be authorized to execute the Town Docks Maintenance Dredging Project Agreement Amendment with the Florida Inland Navigation District to extend the time. Motion was seconded by Mrs. Smith. On roll call, the motion carried unanimously.

Town Docks Mainatenance Dredging Project Agree.

14. East Central Regional Wastewater Treatment Plant

East Central Regional Wastewater Treatment Plant

a. Consideration of Request by City of West Palm Beach for the Defeasance of State Series "S" Loan for Energy Improvements at the Plant - Mr. Doney stated this is to defease the State Series "S" Loan for energy improvements at the Regional Sewage Treatment Plant and Mr. Dusey and Mr. Bowser have investigated this issue and the recommendation is that the Council authorize the disbursement of $351,180.90 from the Renewal and Replacement Fund of the Town to defease the Series "S" State Loan with the understanding that the Renewal and Replacement Fund will be reimbursed at $44,000 per year for ten years. He stated this is in the Town's best interest, based upon the dollars saved to participate in this program.

Mr. Dusey stated they have tried to find a way to pay for this defeasance of the bond, without impacting the Town's budget, and he recommended this procedure. He explained that the City of West Palm Beach has advised the Town that the $351,180.90 may not be enough as the interest rates drop and the amounts of money they have to put up to defease, rises and their suggested figure is an amount not to exceed $375,000, which doesn't change the recommendation but would allow them to take a little bit more out of that fund, if it is necessary.

Mrs. Wiener moved that Mr. Doney be given the authorization to defease the State Series "S" Loan for energy improvement at the City of West Palm Beach's East Central Waste Water Treatment Plant. Seconded by Mrs. Douthit. On roll call, the motion carried unanimously.

b. Consideration of Request by City of Lake Worth to Amend Contract - Consider Agreement Concerning City of Lake Worth's Share of Regional Sewage Treatment Plant - Mr. Doney advised the City of Lake Worth desires to refinance its' existing debt and has requested the Town execute an amendment to the Agreement the Town has with them and the details are contained in Mr. Dusey's memorandum of Sep. 7, 1993. Mr. Dusey stated it is his recommendation that the Mayor be authorized to execute the amendment, subject to final review by the Town staff and Town Attorney. Mrs. Wiener moved that the Mayor be authorized to execute the Agreement with the City of Lake Worth, after review of the staff and the Town Attorney. Seconded by Mrs. Smith.

Consideration of request by Lake Worth to amend contract - Sewage

Mr. Doney noted it is estimated there will be a savings of approximately $12,000 per year.

On roll call, the motion carried unanimously for approval.

15. Consideration of Renewal of Computil Agreement for Collection of Parking Fines for FY94 - Mr. Doney explained this is a renewal of the agreement to collect parking fines and this is an extension of the contract. He advised Mrs. Crozier has written a memorandum which states there have been some problems as Computil has changed hands, however, they seem to be improving and if there are continued problems, the Town has the opportunity to cancel the contract with sixty days notice. He recommended they be authorized to enter into this agreement and the contract be extended for an additional one year period.

Consideration of renewal of Computil Agree.

Mr. Weinberg noted there was a large drop in income and asked about that. Mr. Doney stated there was a total breakdown in performance when Computil was purchased by another company which has created some difficulties. Mrs. Crozier, the Finance Director, noted Computil did merge with another company called Data-Tickets in early February and they suffered transition problems. She has been in communication with the President of Data-Tickets who has assured her that the problems have been rectified and looking at the revenue for the months of May, June, July, August, it does show an increase in the revenue. She advised if they do not continue with the revenues on target, she would recommend the cancellation of the contract.

Consideration of renewal of Computil Agreement (cont'd)

Mr. Weinberg felt there was something wrong there as he lives right next to Phipps' Ocean Park, and the parking spaces are utilized fully on a daily basis. Mrs. Wiener did not believe they deserved renewal as three months of last year, the revenue was zero, and she felt they did a terrible job, and they did not forewarn us that they would not be able to do the work during a certain period of time. She thought the least that they can do is come back with a figure of twenty-five or twenty-seven per cent for them if they want to have this contract with the Town, as this would be a sign of good-will. She noted in October of 1991, they earned $11,000; October of 1992, there was nothing collected; December of 1991, $26,000 was earned; December of 1992, there were zero dollars earned and she thought they needed to go back to them and tell them if they wanted to work with the Town, they would be willing to do it but we have lost over $27,000 due to their take-over problems. She felt they needed to do something for the Town to show their good faith.

Mrs. Crozier responded the monies are not lost, but are uncollected, only because they were not billing during that period of time. She advised they are rebilling those people so there is still a potential that the Town will receive the delinquent fines and she will be in touch with them and report back to the Council.

Mrs. Smith moved the Computil Agreement for collection of delinquent parking fines be deferred until the October Town Council Meeting. Seconded by Mrs. Royal. On roll call, the motion carried unanimously.

Consideration of Proposed Project Agree Between the Town & FL Dept. of Env. Pro.

16. Inlet Management Plan for Lake Worth Inlet - Consideration of Proposed Project Agreement Between the Town and the Florida Department of Environmental Protection - Mr. Doney recalled Mr. Weinberg attended a meeting with the Assistant County Attorney and County Commissioner Marcus and the staff along with the Town's Attorney, Mr. Dusey and Mr. Elwell and the recommendation is that Mr. Weinberg be authorized to execute the Agreement on behalf of the Town with the funding share of the Town's share of the Inlet Management Plan are available in the FY94 Capital Improvement Program. He asked the Town Attorney and staff and Mr. Weinberg should be authorized to again meet with the County representatives and others who have a long term interest in the Lake Worth Inlet to better define the roles and responsibilities in the Agreement for a long-term management of the Inlet.

Mr. Elwell addressed the Council suggested that the two recommendations be acted upon individually, noting there were positive things that came out of the meeting held on August 19 and another meeting has been scheduled for later in the month, and he recommended the immediate business of the Council to consider is the agreement between the Town and the DEP, which is in order, and would provide 75/25 cost sharing, with the Town's share being $33,000.

Mrs. Smith moved for authorization for the Town and The County to move forward with the State's DEP. Seconded by Mrs. Wiener. On roll call, the motion carried unanimously.

Mr. Elwell stated the second recommendation is that since Palm Beach County has expressed a desire to be involved in a long-term basis, which was something the staff did not anticipate as they thought when the meeting was set up it was with regards to the old Sand Transfer Plant, but now they are agreeable in looking at the potential of working together and he has no specifics as to what the roles will be for the County and the Town, long-term, for sharing responsibilities for projects which might come out of the long-term management plan. He stated he is looking for direction of the Council if they are willing to go further with this in partnership with the County.

Mr. Weinberg commented they also considered participation on behalf of the Port to which Mr. Elwell agreed that was a possibility. Mr. Weinberg recalled there was verbal cooperation on this from the County on this subject. Mr. Elwell agreed noting a distinction needed to be made that there is a desire to bring all the local parties with an interest, together, to see if responsibilities can be shared, however, there has been no expression of interest from the Port at this time, but only from the County.

Mrs. Wiener stated her confusion on this matter as these people who are being cooperative were the same people who let this Town get into trouble with the Sand Transfer Plant and she wondered if they were going to be involved and make promises and then the Town would find itself in the same trouble it is in today. She wondered why the County let the Inlet get to the point it is now in? Mr. Elwell responded he can't tell them where these discussions would go if this authorization is given for staff to have further discussions with the County, but he can say that the issues of what happened with the old Sand Transfer Plant are mainly legal issues, but looking at the long-term, rehabilitating the Sand Transfer Plant is not the long-term issue. Mrs. Wiener agreed and thought it needed to be found out if the County is seriously interested in being involved from a monetary point of view or are interested in being the one who makes the decisions while the Town pays out the money.

Attorney Randolph recalled summarily the County dismissed at the outset of the meeting, any consideration of putting any monies into the Sand Transfer Plant, and stated their reasons for not wanting to cooperate with the Town and the reason they pulled out of the other Agreement was they didn't think the Sand Transfer Plant was the way to do as it is antiquated and archaic, however, they would be willing to work with the Town and spend money on alternatives to the system, and they don't know what they are but would like to work with the Town to consider other ways to do it other than the Sand Transfer Plant. Mrs. Wiener felt they needed to talk about money first and she would like to know up front what is the gift they are giving the Town in order to make up on this situation.

Mrs. Wiener moved the Town staff be authorized to meet with the County and have some additional discussion. Mrs. Royal asked if this would be an appropriate time to encourage the County to apply some of the one per cent beach nourishment funds from the bed tax and that could be their initial contribution to this project. Mr. Elwell stated they would ask them and it was his feeling that would be the source of the funding from the Tourist Development Council, if the County eventually has a role in this and the County and the Town would move together towards projects at the Inlet. Mrs. Royal asked Mr. Elwell to remind the County that a large portion of those monies come from beds in the Town of Palm Beach.

The motion was seconded by Mrs. Smith. On roll call, the motion carried unanimously.

A short break was taken. President Weinberg reconvened the meeting.

Approval of Warrant List

XII. APPROVAL OF WARRANT LIST AND FUND EXPENDITURES FOR AUGUST 1993 - Warrant List and Fund Expenditures for August were approved on motion of Mrs. Smith, seconded by Mrs. Wiener. On roll call, the motion carried unanimously.

Communications from Citizens

XIII. COMMUNICATIONS FROM CITIZENS -

Pooper Scooper Amendment

A. Heard the comments of Mede Morriston, representing a group of concerned citizens, who have written to the Mayor and Town Council about the Pooper Scooper Amendment. She recalled the Mayor has sent a letter to the Shiny Sheet reminding citizens about the leash law and the offal and waste ordinances of the Town. She would like to know what they have to do to get an amendment of some type on the books and they have started a petition. Mr. Randolph explained there already is such a regulation in the Code. Mayor Ilyinsky believed it was a matter of enforcing the ordinances.

Attorney Randolph stated there is a regulation on the books but perhaps they wanted to look at some measures of tightening it. Ms. Morriston asked if it was difficult to amend to which Mr. Randolph responded it would not be but it must be directed by the Council. Ms. Morriston asked how they would support the Council in an effort to do it? Mrs. Smith noted this is a problem throughout the country and it is with the enforcement and the chronic offenders. She suggested that they furnish the names of the people to the police of who are the offenders. Ms. Morriston wondered if someone would talk to the City of St. Petersburg and perhaps try to find out how this is enforced there and in the City of New York. Mrs. Smith recalled in New York people do have the scoopers and paper towels and plastic envelopes and some do use them and deposit them in the trash cans but some don't use them at all, and as far as she knew, it wasn't really enforced in New York.

Mayor Ilyinsky was sure that every city had some sort of a regulation on their books with regards to pooper scooping. Mrs. Smith asked if she had a specific area in mind in where this problem is prevalent and this is why she was bringing this to the Council's attention? Ms. Morriston responded they approached the Chamber of Commerce, and they are willing to put it in front of their people. She stated there are dogs wandering with no leashes on the beaches, on the sidewalks and a petition is circulating.

Mrs. Wiener believed the whole problem was enforcement and they are all in total agreement on this but unless a police officer is on every street when people walk their dogs, it is a catch is as catch can situation. Ms. Morriston stated she will try and get a name and report it to the police but it is not only people in Palm Beach but people from West Palm Beach come over here to walk their dogs. Mrs. Wiener noted a major concern seems to be in the beach area, and she thought perhaps there should be a patrolling of the beach area every so often and if a few people get tickets, they let other people know, which may be of help.

Mrs. Douthit suggested the unleashed dogs may be picked up by Animal Regulation. Mrs. Smith noted Palm Beach Police have been patrolling the beaches and cited those whose dogs were not on a leash.

Mrs. Smith stated they will talk to Chief Terlizzese about this and see if there is anything further than can be done on the enforcement and then the Council will look at it again if she wishes to come back with additional information.

Winterfield: Town Charter Zoning Matters

B. Adrian Winterfield addressed the Council inviting the attention of the elected officials to a general attitude toward the law in the Town as represented by the Town Charter and the Town Code of Ordinances, noting there may be items in there which everyone would not agree to, but he respectfully submitted that until such items are changed, those items which are not patently ridiculous and do serve a purpose, should be complied with as once an example is set by an elected official, if he or she doesn't care for a particular regulation, it could be ignored and it all filters down.

Mr. Winterfield noted one Department Head has amputated the month of September, as the Zoning Ordinance states zoning applications must be received during the month of September and now we are told the deadline is September 17th, and if it is necessary to establish a deadline prior to the end of the month, they should do so.

Mr. Winterfield noted there are two matters pending, one being the Mar-a-Lago Club item and he recalled it is now in suspense, as the Town has signed the Declaration of Use Agreement and now are awaiting the pleasure of the mortgagee to sign it. He thought if the attorney for Mr. Trump was told that the Town would execute the agreement as soon as it received a fully executed copy signed by Mr. Trump and the mortgagee, we would have a fully executed recorded document today.

He recalled last month a citizen had a fashion show in her home showing a new line of clothes which would be manufactured and distributed by a company in Pennsylvania. He felt this was a blatant violation of the zoning Ordinance and whatever is done relative to this past instance, it might be appropriate to further consider nonresidential use of resident property in the coming zoning season.

Development Reviews - Architectural Commission

XIV. DEVELOPMENT REVIEWS

A. Major Matters Previously Considered by the Architectural Commission at Their Meeting of August 25, 1993. On motion of Mrs. Wiener, seconded by Mr. Smith, the Major Matters considered by the Architectural Commission on August 25, 1993 were approved.

Major Matters

The major matters were:

B27-93 - Parking Deck for J. Grace, 230 Sunrise Ave. Deferred until September meeting.
B39-93 - Second Floor addition, frame and stucco, tile roof to match existing for Mr. & Mrs. Robert Monks, 220 Ocean Terrace. Approved conditionally.
B49-94 - Addition and remodeling to home of Mr. & Mrs. Robert DeMario, 375 N. County Road. Approved conditionally.
B54-93 - Window Changers for courtyard area at 240 Worth Avenue (Palm V Associates). Approved.
B60-93 - Demolition and new residence for Dr. Michael and Virginia Longo, 210 Colonial Lane. Deferred.
B18-93 - Reconsideration of landscape plan for Palm Beach Land Investments, Four Windsor Ct. - Approved.
B11-93 - New residence for Mr. & Mrs. Joseph Rimoni and Agnes Rosenthal, 218 Miraflores Drive. Deferred.

Major Matters (cont'd)

B9-93 - Modifications to previously approved project for Mr. & Mrs. Christopher Asplundh, 1334 N. Lake Way. Approved.
B59-93 - New front entry and garage for Mary K. Coffin/Neil Elliott, 222 Miraflores. Deferred.
B62-93 - Demolish existing residence and landscape property of Edward Scripps, 955 N. Ocean Blvd. Approved conditionally.
B63-93 - Demolition and new residence for Robert and Wendy Meister, 1375 S. Ocean Blvd. - Approved conditionally.
B64-93 - Renovate front facade and construct side stair tower for Gay Cinque, 3 Golfview Rd. - Approved conditionally.
B65-93 - Demolition and new residence for Dr. & Mrs. Ross Stone, 230 Clarke Ave. - Demolition granted and new residence deferred.
B66-93 - Remodeling of residence of Ronald E. and Lisa J. Pack, 252 Seaspray - Approved.
B69-93 - New Fire South Station for Town of Palm Beach, 2185 S. Ocean Blvd. - Approved conditionally.
B69-93 - Demolition and new residence for Solcon, 3000, 1332 N. Ocean Blvd., - Approved.
B70-93 - Pergola for Stanley Knowlton, 255 Seaspray Ave., Approved.

B. Variances, Special Exceptions and Site Plan Reviews

New Business

Var. 39-93

1. Variance No. 39-93 - F. Quinn Stepan, 1554 North Ocean Way; to allow construction of a swimming pool providing a front yard setback of 21' in lieu of 25' required, and a street side yard setback of 10' in lieu of 25'. R-B District. - Mr. Dennis Hoerber, representing the applicant addressed the Council, noting the applicants are out of the country. He advised the applicants have an unique situation as they wish to install a pool in the side street setback on Arabian Road and the front street setback on North Ocean Way. He advised they need this for therapy and in meetings with them, they have modified the pool size to be one-fourth of that of a regular pool and the variance will not be any larger than what has been granted in the past in similar side streets. Mrs. Royal asked how large was the pool and Mr. Hoerber responded the pool requested is 8' by 16' and will be equipped with special jets which will allow them to swim against the stream of water.

Mr. Moore reported the staff comments, noting the hardship would be the double frontage lot, however, due to the size and replacement requested, it feels the pool could be moved further away from the side street and they encouraged the current sightscreening would remain in place. Mr. Weinberg asked if the placement of the pool would be closer to the house to which Mr. Moore agreed.

Mr. Hoerber reported before the Stepans left, they agreed to move the pool another five feet towards the house.

Mrs. Wiener noted this would be 14' away from the house which would give a 15' sideyard setback and she moved that the Variance No. 39-93 be granted with the change discussed, and that is it would be five feet closer to the house, moving it 14' away from the house and 15' away from the sideyard setback and additionally, it be screened to a height of 6'. Seconded by Mrs. Smith. On roll call, the motion carried unanimously.

Var. 40-93

2. Variance No. 40-93 - Howell Van Gerbig, Jr., 12 Via Vizcaya; to allow installation of driveway gates in the front yard setback 4' in lieu of 15' required. R-A District. - This matter was deferred to the next Town Council meeting.

Var. 41-93

3. Variance No. 41-93 - Elizabeth M. Bartram, Unit Owner A-6, 200 Phipps Plaza; to allow relocation of AC equipment from the 2nd floor terrace to the Seaview Avenue side of the Phipps Plaza Building, together with sufficient sight-screening, providing a 4' front, side yard setback in lieu of 10' required. C-TS District. Kurt Honshels representing Miss Bartram, noting he was a condominium owner and an officer of the Condo Association addressed the Council. He stated Miss Bartram wishes to move the air conditioning equipment from its present location on the balcony to Seaview Avenue side of the building, and they would provide the proper landscaping. He advised this is a part of the general upgrading of the landscaping around the property. He noted this building has no area for service equipment and the balcony now contains two compressors, one for the Embassy Travel Co. and the other is for his apartment. He advised the balcony is virtually unusable by the applicant as one or the other compressor is always in operation.

Mrs. Douthit noted this would be a wonderful idea from an aesthetic standpoint, but putting the equipment on the sidewalk would be an invitation for disaster as this would be quite close to the school.

Mr. Moore reported they are sympathetic to the spirit of the application, but the issue of placing the air conditioning units in an area which would require a ten foot sidewalk, which is now existing at nine foot and this is a commercial district with mixed use of residential above the ground floor.

He pointed out there are two schools on this one way street in addition to the Recreation Center and it would be an attractive nuisance and staff does not see the hardship. Mrs. Smith asked why they wouldn't consider putting the air conditioning equipment on the inside of Phipps' Plaza rather than the public sidewalk? Mr. Honshels advised the compressors cannot be moved that far away from the spaces they served, although there is a possibility that one unit could be placed there. He stated they will be screened off with lattice work and they would be willing to provide screening.

Mrs. Wiener suggested the applicant take a one month deferment and see what can be done. Mrs. Wiener moved the Variance No. 41-93 be deferred until the October Town Council Meeting. Seconded by Mrs. Smith. On roll call, the motion carried unanimously.

Var. 42-93

4. Variance No. 42-93 - Mr. & Mrs. H. Cove, 309 Tangier Avenue; to allow construction of an addition providing an approximate 108 degree angle of vision in lieu of 100 maximum. R-B District. Rosemarie Cove addressed the Council noting that this house was built by her and her husband in 1980 and they have made improvements over the

years but now find they need more room to accommodate their teenagers and would like to build on a one room addition which will enhance the house as it will fit in architecturally and balances the house off and will be adding green space. She has a letter from the neighbor who would be most affected, Mrs. Danielschefsky who approves of the change. Var. 42-93 (cont'd)

Mr. Moore explained the staff comments. He noted the addition does match the existing front yard setback and this is a minimum variance request and the staff has no objection. Mrs. Wiener moved Variance No. 42-93 be approved, as it is a minimal variance. Mrs. Smith stated this will line up the two sides of the house and she seconded the motion. On roll call, the motion carried unanimously.

5. Variance No. 44-93 - Veronica Butler, 175 Atlantic Avenue; to allow construction of a swimming pool providing a 15' west street side yard in lieu of 30' required. R-B District. - Mrs. Butler addressed the Council indicating she is requesting a variance for pool construction at her home and it is a corner property and the only place the pool can be installed is on the north side of the property and her request is to place it with a 15' west street side yard setback, as there is a large specimen tree on the northeast part of the property; and secondly, the bulk of the two story house would block out the sun in the winter time if it was placed according to the setbacks; and given the layout of the property, there is not much room as there is a deck at the north end and if she removed the deck and installed the pool, there would be very little space for them to sit outside. Var. 44-93

Mr. Moore advised this is a double frontage lot, however, the pool and the deck could be reversed and if this is granted, the existing shrubbery should remain in place and an agreement should be recorded so that any subsequent owner would also abide by this provision. Ms. Butler advised she is a landscape designer and will guarantee that this will be heavily landscaped. Mrs. Wiener moved Variance No. 44-93 be approved, with the hardship being a double fronted lot and there be a written agreement that the existing shrubbery will continue to remain there as long as the pool is in that location. Seconded by Mrs. Smith. On roll call, the motion carried unanimously.

6. Variance No. 45-93 - Mr. & Mrs. Kramer, 1295 South Ocean Blvd.; to allow construction of a residence with 4 variances: (1) request height of building be measured from slab in lieu of the crown of the road as required, (2) allow ceiling height at 27' in lieu of 25' maximum, (3) allow a kitchen facility in an accessory building, and (4) allow an accessory tennis court to be located across the street in lieu of the required contiguous location. R-AA District. - Attorney Robert Deziel addressed the Council on behalf of his clients, Mr. & Mrs. Irwin Kramer. He noted this is a new residence which will be constructed on the northernmost lot of Casa Apava and four variances are being requested. He stated this is on the ocean lot and a tennis court will be constructed on the lake lot. He advised the main residence will be constructed on a piece of property approximately two acres in size, or 115,000 square feet. He informed the Mayor and Council that the main residence will have approximately 20,000 square feet of liveable space, with a gatehouse and guesthouse and a formal garden. He advised the tennis court will be located on Lot 1, which consists of approximately one acre of upland and little more than one acre of submerged lands. He advised the Project Architect is Smith Architectural Group and the proposed style is Mediterranean Revival. He pointed out there is a limited amount of development and the residence will have a lot coverage of 16.5%, whereas 25% is permitted. He informed them the landscape coverage will be 63% where 50% minimum is required. He noted all of the setbacks meet the requirements of the Code and the main residence is located 300' from South Ocean Blvd. and 175' from the ocean and the neighbors on both sides are at 52' and 48'. He stated the variance area in regard to the height variance is well buffered with landscaping and will not visually affect the neighboring properties nor will it be seen from South Ocean Blvd. nor the Oceanfront because of the vegetation. Var. 45-93

He stated the house is U-shaped with a main element and wings which run east and west and the two wings will be assuming a ground elevation of zero, will be 17' high whereby 35' is allowed. He stated the main element will be 34' and 35' is allowed.

He noted the owners wish to have ceilings in the main element which are similar to those which were handcrafted in the twenties and thirties in the Mizner - Fatio era and the architect advises in order to have a ceiling with that type of proportion, at least 15' minimum on the first floor is needed, otherwise, there would be a feeling that the ceiling is falling down on you in this living area. He is addressing the height issue and in the R-AA Zoning District, the reference point for the height of the roof is gauged from the crown of the road in this particular district and this site does sit abnormally high relative to the crown of the road. He stated the building pad is 20 to 21 feet above sea level and the crown of the road is at six feet. He reported the fifteen foot differential causes them to only be able to build a one story structure, without a variance. He commented in terms of the height variance, the first variance is to have their ground zero and that be the elevation of the pad of the lot, rather than the crown of the road. He advised the second height variance is what he would call a "technical" variance and that would be to allow the second floor ceiling height to exceed the Code limitation of 25' by two feet, and go to 27' notwithstanding the fact the roof above that ceiling will be one foot below the Code allowance of 35'.

Mr. Deziel stated the other two variances are a kitchen agreement for a kitchen in the staff quarters and the other is to allow an accessory structure in the form of a tennis court on a piece of property which is non-contiguous to the main residence, which would be the property located immediately across South Ocean Blvd. from the proposed main residence.

Mr. Moore reported the staff comments noting the first variance is one that has been granted previously and that is to measure the elevation of the house from the building pad and he has no problem with that variance request.

He advised the standard kitchen removal agreement in the staff quarters has been a variance which has been granted many times and he has no problem with that.

Var. 45-93 (cont'd)

He indicated the tennis court variance for the non-contiguous property he has no problem with, as long as there is a Unity of Title provided and the setbacks are maintained from the mangrove setback line.

He stated the variance for the ceiling height has no hardship demonstrated, however, he noted they were offering an exchange where the overall height will be reduced by one foot.

Mrs. Wiener stated she was confused about this last variance request as who cares what the inside is, and she thought it should be the overall outside height and the effect it has on the eye as one goes by. She didn't believe the inside of the house was anyone's business and she viewed this type of regulations being put into the Zoning Ordinance by overzealous people who carry on a lot. Mrs. Douthit didn't believe this could be viewed from the road as it is 300' from the road. Mrs. Wiener pointed out the overall height is one foot below the permitted and she has no problem with it.

Mrs. Smith asked about the tennis courts, noting there is no road to get to the tennis court and asked if they were going to have a tennis pavilion at a later date? Mr. Deziel responded at this time there is no plan for it. Mrs. Smith asked how far the tennis court was from the mangrove line? Mr. Deziel responded he believed it was 25'.

Mr. Deziel understood that the Unity of Title would be the consideration of having the accessory structure a part of the main house, until the circumstances change and they reapply. Mr. Moore responded the Unity of Title would have to be brought back to the Council to have it be removed. Mrs. Wiener felt they could only agree with what was before them today. Mrs. Royal commented she would like to see the Unity of Title remain on the property once it is in place and she would hate to think it was something that could be lifted. Mr. Moore reminded all they cannot bind a future Council and if someone wished to have a Unity of Title removed, it would have to be revisited with a future Council. Mr. Deziel did not think that was necessarily the case as if the Unity of Title had a provision now that was an unwinding provision, it would only be a provision in the agreement which was struck at the time of the approval.

Mr. Adrian Winterfield addressed the Council noting they are placing the Zoning Ordinance in grave peril and he read Article 6-11 which states accessory uses should not be separated from the principal use of the lot. He wasn't sure they had the authority to grant the variance.

Mr. Randolph stated the provision would make it all one lot. Mr. Moore wanted it to be clear that the staff recommendation does not endorse Mr. Deziel's request, as it looks as this request is building an automatic out. He advised the lot is conforming and can be built upon, so the recommendation from the staff is to tie those properties together with a Unity of Title Agreement and if at some subsequent time, they want to undo that, they would have to come back to the Town Council to do that.

Mrs. Wiener moved that Variance No. 45-93 be granted and the request that the height be measured from the slab in lieu of the crown of the road as required be approved; allow the inside ceiling height at 27' in lieu of 25' maximum; allow a kitchen facility in an accessory building with the normal legal requirements for kitchen removal and it is only good for as long as the people who are building it are living in it and any new owners would have to come back to the Council; allowing the accessory tennis court to be located across the street in lieu of the required contiguous location, with the proviso that an Unity of Title be furnished in recordable form. Seconded by Mrs. Smith.

Mr. Deziel stated he needed to interrupt because the condition of the Unity of Title is most important to his client. Mrs. Wiener stated that was her motion. Mr. Deziel requested the fourth item be deleted from the motion. Mrs. Wiener stated she will amend her motion to grant the first three variances and deny the fourth. Mr. Deziel asked to address this noting his client is willing to give the Unity of Title but if they want to build a single family home, they want to be able to do that. Mrs. Wiener responded then they would have to come back to the Council. Mr. Deziel stated if he knew he was dealing with Mrs. Wiener, he would agree, but he has no idea whom he will be dealing with years down the road. Mrs. Wiener asked him to either accept it or not accept it as his client either wants a tennis court or he doesn't.

Mr. Deziel pointed out the hardship is that sometime down the road they may want to split a piece of property, and his clients have close to an acre of setback from the ocean. Mrs. Wiener stated she didn't want to argue about it as she has made a motion and given him a choice and he either wants the tennis court or he doesn't want it. Mrs. Smith did not understand why Attorney Deziel was concerned about a future Council as at this time he is getting a variance to put a tennis court on the lot.

Mr. Deziel responded if it is unified it means it is together with the main house forever, unless a Council allows him to do otherwise, and if he comes back and has an anti-growth or anti-development Council who doesn't want to see another house there, then he would have a problem. Mrs. Wiener noted his client is asking for a tennis court and he could put it on the same lot as the main house. Mrs. Smith noted he asked for a tennis court and the Council is granting the variance for the tennis court. Mr. Deziel stated he will take the tennis court and his clients can make the decision if they want to build the tennis court or not build it and he asked when the clock starts running on the one year period to which Mr. Moore responded it would be one year from today. Mr. Deziel stated he would accept the motion as Mrs. Wiener stated originally.

On roll call, the motion carried unanimously.

Var. 46-93

7. Variance No. 46-93 - Renate & Thomas McKnight, 310 Clark Avenue; to allow construction of a residence without a garage as required and on a lot 85' wide in lieu of 100' required. R-B District. - Attorney Deziel addressed the Council on behalf of Mr. & Mrs. McKnight. Mrs. Wiener noted this type of variance has been granted previously and she would like to move Var. No. 46-93 be approved. Mr. Weinberg asked if this was to be granted without the garage? Mrs. Wiener stated she would like to grant the variance to build on a 85' wide lot in lieu of the 100' required. Mrs. Douthit felt there should be a garage somewhere on the property. Mr. Moore reported the staff has no problem with the width variance but they don't see a hardship on the garage variance.

Mrs. Douthit suggested that it be granted with the proviso that if the property is ever split, that a garage be built at the owner's expense. Mrs. Wiener reminded all the Ordinance does not permit the building of a new residence without a garage and she would like to move the width variance as that is historical, but she can't go along with there being no garage. Var. 46-93

Mr. Deziel commented if they would follow the logic that a single family home be allowed to be built on an 85' lot in lieu of the 100' required, because it is a hardship as it is a narrow lot, then it follows with the same logic that if the people owned the property next door and the only reason he is here today is because the lot is 85' and not 100' and if the lot were 100;, he wouldn't be here and they could build their accessory structure and they wouldn't have any fear that they could sell this as a single family lot, but once again he is put in the position of dealing with a future Council who would not allow them to sell off the 85' lot. He advised they do have a garage with ten parking spots next door and they own the property and that is their main residence. Mrs. Wiener pointed out they may sell it. Mr. Deziel stated if they sell off the property, he is agreeable to stating that it will have a garage on it. Mrs. Wiener responded that is not acceptable.

Mr. Adrian Winterfield addressed the Council pointing out the depth of the lot is over 175'. Mrs. Smith stated she was going to bring that up. Mr. Winterfield noted there is a garage on it now and it is inconceivable that this would be authorized to demolish an existing structure and rebuild a non-conforming structure which would be a greater nonconformity than now exists.

Mrs. Smith thought the new residence should be built further back so there would be more green space. She stated the existing residence is set back further to the north and she wondered if his clients would agree to set the new house back further to the north. Mr. Jeff Smith, Architect, responded the applicants are actually building this as an accessory structure and are trying to protect the rights of this being a lot in the future in the event they ever need to sell it off. He stated this will be an accessory structure and they will put up an eighteen foot hedge and it will not be visible from Clarke Avenue and there will be no entrance from Clarke Avenue and there will be formal gardens in the rear. Mrs. Smith asked if there was any reason they could not build a garage on the back of the property now? Mr. Smith responded the problem is they are trying to protect this as a single family lot. Mrs. Wiener pointed out in order for it to be a single family lot under today's regulations, it must have a garage, so by building one, they would be protecting that. Mr. Smith responded the only reason they don't want to build a garage is they already have a garage with parking for ten cars and if they build another garage, they would want to build it next to the existing garage and current zoning would make them set back 15'.

Mrs. Smith noted it would have to be either a free standing structure or they would have to have it attached to the house with a long driveway. Mrs. Wiener felt this was another case of them wanting to have their cake and eat it too, and either they want to build on a lot which is too narrow under the current zoning and do everything required to build that home, or they don't want it.

Mr. Deziel pointed out there is no lot size requirement to build an accessory structure. Mrs. Wiener responded if they want an accessory structure, they would have to have a Unity of Title and she asked which way does he want to go? Mr. Deziel responded he did not think they needed a Unity of Title to put up an accessory structure. Mrs. Wiener agreed they would not if they built it on the 85' lot. Mr. Deziel pointed out they could build this structure without a garage and without being here today and the reason they are here today is the fear that down the road, the owners would attempt to sell the 100' lot and leave themselves with an 85' lot and it is deemed to be the creation of a nonconformity. Mr. Randolph believed they were trying to preserve the ability to sell off the lot in the future to which Mr. Deziel agreed. Mrs. Wiener pointed out he couldn't do that because this Council does not know what a future Council will do as these laws change on an annual basis. She thought if people wanted to develop on the Island, they would have to take the same chances as everyone else does. Mr. Deziel responded the reason they would like to know now is they are doing the building now and they want to know what the rules will be down the road.

Mr. Randolph noted to put the accessory structure on the property, he wouldn't have to be in front of the Council at all, but what he is trying to do is to treat it as a separate lot and get a variance from putting a garage on the property. He thought that he was asking this Council to grant him something which he needs to approach a future Council with, in the event the applicant decides to treat it as a separate lot. He thought it was either an accessory structure which they could build without coming before the Council - or it is a separate lot on which a variance is needed. Mr. Deziel stated he would like this Council to tell him that in the future they can deal with the rules as they exist today. Mrs. Wiener pointed out he can't and he has heard that over and over from this Council that this Council cannot bind future Councils, and she doesn't understand why he comes before them with these same arguments all the time, as it just doesn't work.

Mr. Moore reminded all there is a house on the property right now which does conform. He stated they want to tear it down and put back a non-conforming house and the Building Department is saying if they do that, they will need a Unity of Title as they cannot create a nonconformity. Mr. Deziel responded the existing residence does not conform from a setback standpoint. Mr. Moore stated from a setback standpoint but not from a use standpoint. Mrs. Smith suggested Mr. Deziel might like to talk to the owners and come back next month and this should be deferred? Mr. Deziel asked if they could approve the construction of a single family residence with a garage and defer the second half of the variance and give them time to either take it off the table or come back with it. Mrs. Wiener did not understand. Mr. Deziel pointed out there are two variances before the Council, one is to build the single family residence and that could be approved. Mrs. Wiener stated that is not a problem. Mr. Deziel responded they could approve that one and defer the second variance on whether or not they need to build a garage. Mrs. Wiener did not agree, noting it should go together as either they want to build on that lot with a single family situation with a garage or they want to build an accessory situation in which case they wouldn't have to come before the Council. Mr. Deziel requested they approve the construction of a single family residence with garage. Mrs. Smith moved to allow Variance No. 46-93 which would allow construction of a single family residence with the following variance, in the singular, on a lot which has 85' in width in lieu of 100' required by the Schedule of Lot, Yard, and Bulk Regulations, and delete Variance No. 2 which was to not build the garage as they are going to build a garage. Seconded by Mrs. Wiener.

Mrs. Royal asked if they wanted to set it back further to which the remainder of the Council did not agree.

On roll call, the motion carried unanimously.

Var. 47-93

8. Variance No. 47-93 - George S. Kantor, 765 Hi-Mount Road; to allow construction of a residence with a building height of 29.5' above the crown of the street, thereby exceeding the maximum 26' allowed. R-B District. - Eugene Lawrence, Architect addressed the Council on behalf of Dr. Kantor. He stated the property is on the northeast corner of Hi-Mount and there is a canopy of trees on the property. He pointed out the first photograph is taken from the south and there is a building structure on the site and it has been agreed with the Town by the previous owners that the octagon within the structure must be preserved although the wings can be removed. He noted the issue is the height as the road is below the property at elevation 12 and the highpoint of the land is at approximately elevation 18' and they are requesting to compute the height of their building from the pad and not from the crown of the road. He pointed out the height of the house is at 22' and he exhibited a preliminary site plan which showed the trees and they are proposing to relocate the octagon directly opposite of the entrance.

Mr. Moore stated the hardship is the street height noting they contemplated a four foot maximum at one time and he needs at least two additional feet in order to build on grade in the location he has presented and has an additional 18' request which totals a 3.5' variance requested and has advised he cannot grade the property down due to rock below it. He felt it was a hardship due to Hi-Mount Rd. being much lower than the lot itself. He believed if he were to cut down the driveway approach, he could cut that 18" back, but that needs to be reduced. He pointed out because of a drainage situation, they do not wish to disturb the coral or the trees. He stated by pushing the house further out, they would create a flow of water which will flow down into the house and it is normal to build the house 18" inches above the crown of the road, so that when the roadway does flood, it would not flood the house. He stated they have all been down the rock cut and have seen the extent of the rock and they need to have a pad between their foundations and the rock structure and to go in and cut out the rock would disturb the trees. Mrs. Wiener pointed out they didn't know what will happen. Mrs. Smith noted they are moving the landmark to the front of the property.

Dr. Kantor addressed the Council noting he wished to preserve the trees and has gone to great lengths to make sure the house can be built so the trees will not be damaged. Mr. William C. Cudahy, 742 Slope Trail addressed the Council, noting his property is on the northwest corner which is next to the doctor's property. He stated his concern was the fact that they want to build 29.5 above the crown of the street and asked if that was correct to which Mr. Moore responded affirmatively, noting it would be 7' higher than the crown of the road. Mr. Cudahy noted the Ordinance allows 26' and they are asking for 3.5' above the maximum permitted, to which Mr. Moore agreed.

Mrs, Smith moved approval of Variance No. 47-93. Seconded by Mr. Weinberg. On roll call, the motion carried unanimously.

Var. 48-93

9. Variance No. 48-93 - Howard Gittis, 810 South Ocean Blvd.; to allow installation of two front entrance gates at the front property line in lieu of 15' setback required. R-A District. - Michael Johnson representing Mr. Gittis addressed the Council, noting the property is on the southwest corner of Via La Selva and South Ocean Blvd. and he wishes to install driveway gates at the front property line in lieu of 15'. He noted there are other gates installed at the property lines in the neighborhood. Mrs. Smith asked about the hardship. Mr. Johnson responded this property is across the street from the beach and his client would like to prohibit cars parking on his property, especially when he is not in residence. Mr. Moore advised this is a low volume traffic street and staff has no objection, except the Town Manager had asked for more information on the hardship, which he has addressed. Mrs. Wiener moved Variance No. 48-93 be approved. Seconded by Mrs. Royal. On roll call, the motion carried unanimously.

Var. 49-93

10. Variance No. 49-93 - Mailbox International, 292 South County Road; to allow a "business service" establishment on the first floor, in lieu of second floor as required. C-TS District. Ben Goodman addressed the Council, indicating he is the owner of this company and is seeking a variance in order to run his business on the first floor at 292 South County Rd. Mr. Moore advised this applicant had this business located on Brazilian Avenue for which he had received a variance as this type of service is required to be on the second floor. Mr. Moore advised staff has no objection, but he needed to advise the Council that Mr. Goodman has already moved his operation to this space. Mr. Goodman informed the Mayor and Town Council he never would have done this without permission and he called the Building Department and there evidently was a mix-up as he didn't know he was not allowed to move the operation. Mrs. Wiener moved Var. No. 49-93 be granted in retrospect. Seconded by Mrs. Smith. On roll call, the motion carried unanimously.

Spec.Excep. 20-93

11. Special Exception No. 20-93 with Variance - Merrill Lynch, 249 Royal Palm Way; to allow expansion on the first floor from 3,233, approved under previous Special Exceptions, to a total of 4,864 on the first floor; applicant occupies 6,300 on the second floor. Said expansion would require two additional parking spaces; applicant requests a variance to this requirement. C-OPI District. - Attorney James Brindell addressed the Council on behalf of Merrill Lynch, recalling some time ago, they were before the Council to establish a trust department at 249 Royal Palm Way. He stated the reason they are back before the Council is there was a gap in communication between the space planners and they did not ask for enough space so he is here today requesting a total of 4,864 on the first floor. He stated this is embarrassing as the main operation has been there and they just did not ask for enough square footage when they were before the Council earlier. Mr. Moore indicated the Town-serving issue needs to be addressed and the issue of the variance request for the parking has been granted previously and he has no objection to that. Mrs. Wiener believed part of the reason they have the size requirements is because the Town of Palm Beach does not want to have large industry in the Town and she wondered how much of this operation of Merrill Lynch was actually serving areas outside of the Town.

Spec.Excep. 20-93 (cont'd)

Attorney Brindell responded his clients did have an operation on South County Road and when they moved to that location, they took a lot of people off of the island, because that reflected the part that was not serving predominantly the Town of Palm Beach, and other offices were opened in other areas. He assured the Council that at least 65% of their business is related to Palm Beach residents. He stated the Trust Department is an unusual commitment by Merrill Lynch to make a permanent facility here and it is because of the people in Palm Beach they serve that they are opening up the Trust Department. Mrs. Wiener asked if there would be large computer operations in this office? Mr. Corrigan of the Palm Beach Office of Merrill Lynch responded the computer operations would be no more than what is now in place. Mrs. Wiener wanted to be sure there wasn't going to be a headquarters of county serving areas or outside of the county because of the computer abilities? Mr. Corrigan responded they do have computer capabilities in each one of their offices and they do not need to be centralized as they talk world wide through their own satellite system. He advised their financial consultant staff will be no larger than it was on South County. He stated the volume will not be increased for the Trust people relative to people coming and going, but basically, it is to handle their own clientele, which is 65% which comes from the Island of Palm Beach.

Mrs. Wiener believed this needed to be addressed at some point in time perhaps in the Zoning Season as at what point do they need to put a cap on things. Mrs. Royal noted there are many municipalities which would welcome a clean industry such as this to their communities. Mr. Moore reported this applicant is classified as a financial related institution and the district on Royal Palm Way is a region-serving zoning district, and the only one in the Town.

Mrs. Wiener moved Special Exception No. 20-93 with the variance for two parking spaces be granted. Seconded by Mrs. Smith. On roll call, the motion carried unanimously.

Spec.Excep. 21-93

12. Special Exception No. 21-93 with Site Plan Review - Town of Palm Beach South Fire-Rescue Station, 2185 South Ocean Blvd. (Phipps Ocean Park); to allow construction of a new Fire-Rescue Station pursuant to Special Exception regulations, Section 4.20 of the Town Code for a public structure. R-B District. - Mr. Bowser addressed the Council exhibiting photographs of what the building will look like and introduced Mark Marsh, the Architect, who indicated he was before the Architectural Commission who approved it with the clay barrel tile. Mr. Bowser advised the S Tile is being bid as an alternate for this project if that is what the Town Council would like to have. Mrs. Wiener moved Special Exception No. 21-93 be approved with the S Tile Terracotta color be used on the roof. Seconded by Mrs. Smith.

Mr. Doney reported there will be other alternates in order to control the cost, which will come back to the Town Council in October.

On roll call, the motion carried unanimously.

C. Other

Amendments to Zoning Calendar

1. Consideration of Amendments to Zoning Calendar Approved at May 11, 1993 Town Council Meeting Mr. Moore recalled he has submitted the agenda items for the Zoning Commission and he asked if the Council had anything they wished to add to the agenda so this can be properly advertised. Mrs. Wiener understood the charitable events which are held in residential areas has a two year life which would expire in 1995 for one event in a private home and she would like to see this studied again, as there are some people who have the type of homes which lend themselves to such events and she felt this Ordinance was making deceitful people out of them and she would like this to be on the Zoning Commission Agenda. Mr. Moore stated he will add this and have the Zoning Commission to either remove the restriction of one per year or increase the number of events. Mrs. Wiener commented she would like to see the restriction removed as she didn't think the Council should govern what should be done in the homes in Palm Beach.

Mayor Ilyinsky talked about the Special Exception just granted to Merrill Lynch who asked for a variance for parking and the comment was made that there was plenty of parking spaces in the building and if there is plenty of parking, why did they have to ask for parking? Mr. Moore stated there may be parking available in that building but it could be because the building is not totally full at this point in time. He didn't believe that should be handled on an administrative basis.

Mrs. Smith asked about No. 8, which was the prohibition of shoe shine stands? Mr. Moore responded this was on the agenda and he could take it off, however, if they wished to have a certain amount of out door sales or small things like this take place, the Ordinance needs to be amended to allow it. Mrs. Smith recalled they granted this to someone recently and he came for the variance and she considered it an individual thing and she sees no reason to anticipate that they will be deluged with requests for open market stalls on the street. Mrs. Smith and Mrs. Wiener asked that this be removed from the agenda.

Mrs. Douthit asked about Item 11 about the lot coverage and after discussion, it was decided to keep it on the agenda.

Discussion was on the fact that the election day and Town Council meeting day in February would be on the same day. Mrs. Wiener suggested they meet for a short time and adjourn the meeting to a time certain a few days later. Mr. Doney noted it could be addressed at a later time.

XV. ANY OTHER MATTERS

Disposal of Yard Trash Into Intro-coastal

A. DISPOSAL OF YARD TRASH INTO THE INTRACOASTAL. Mrs. Wiener asked what can be done about gardeners who are dumping yard trash into the Lake, as she was aware of three of these violations, which makes her think there is a proliferation of this, and she thought it needed to be controlled in a serious way. Mr. Doney suggested it be handled by the Code Enforcement Officer. Mrs. Wiener believed they needed to look at it and see if the people who are doing this have a license to practice in the Town. Mrs. Royal wondered if the police boat could patrol this activity to which the Mayor and remainder of the Council did not think that would work. Mrs. Wiener thought perhaps there should be publicity on it to make residents and their gardeners more aware and be forewarned that if they do this, they could be severely fined. Mr. Moore recalled the Police Department has officers using bicycles on the Bike Trail so they could cooperate to some degree on this. Mr. Weinberg believed there should be a notice put in the Shiny Sheet that this is an illegal action.

Mayor Ilyinsky asked the Palm Beach Daily News reporter if a story could be done on this so people are more aware.

Delegate for the FL LEague of Cities & the Nat'l League of Cities Conf.

B. DELEGATE FOR THE FLORIDA LEAGUE OF CITIES AND THE NATIONAL LEAGUE OF CITIES CONFERENCES. Mr. Doney noted on Nov. 4 and 5 there will be a legislative conference by the Florida League of Cities and direction is needed from Council that when a Council member wishes to go to a conference, it should be authorized by the Town Council. Mrs. Royal noted on the National League of Cities conference in December in Orlando there is a seminar on "Raising Municipal Revenue" and she would like to attend. Mrs. Wiener thought that was geared towards larger cities. Mr. Weinberg suggested Mrs. Royal advise the Town Manager's Office of her interest and they will make the arrangements. Mrs. Wiener suggested if a member of the Council or the Mayor wished to attend any of these conferences, this should be approved by the Council at any time.

Palm Beach Civic Assoc. Donation of Xeriscaping Materials

C. PALM BEACH CIVIC ASSOCIATION DONATION OF XERISCAPING MATERIALS. Mr. Doney requested Town Council action on this donation. Mrs. Smith recalled in the letter sent by the Civic Association, they stated they wish to pledge $1500 to the Town's Xeriscaping Project and as Chairman of the Public Works Committee, she is very appreciative of this offer. She noted the plans for the Xeriscaping projects have been in place since they were approved by the Town Council at their June meeting. She asked Mr. Dusey if the Town needed assistance in the actual design of the projects? Mr. Dusey responded the plans have been finalized and approved by the South Florida Water Management District and they are ready to go. Mr. Pryor advised the Civic Association is willing to donate $4000. Mrs. Smith advised the offer of the monies will be accepted but not any plant materials or the Beautification Committee's assistance with designs as the designs have already been approved earlier this year.

Mrs. Wiener did not believe the Civic Association was willing to participate financially without any input on the plans. Mr. Pryor, representative of the Civic Association addressed the Council indicting Bart Moore was supposed to be here but had another appointment. He advised Mr. Bart Moore offers his personal assistance, if required, but if it is not, this will not alter their willingness to make the donation of up to $4000. He stated he hoped this would be a success and something they could all be proud of. He stated the Civic Association's Beautification Committee and its Water Resources Committee will make it their job to recommend to the Civic Association that the word be spread throughout the Town so that people emulate similar projects in their own gardens. Mr. Pryor was thanked for this donation.

Florida League of Cities Meeting

D. FLORIDA LEAGUE OF CITIES MEETING. Mr. Doney recalled at the meeting which the Mayor and several Council members attended had information about a Florida City Government Week and he needed further direction from Council so activities could be planned, if that is the Council's wish, noting the Mayor had issued a proclamation. Mrs. Wiener stated that was fine.

Port of Palm Beach

E. PORT OF PALM BEACH: Mr. Elwell recalled the compromise which happened back in the Spring when the dredging was about to occur and it was going to be taken off shore and through much discussion, a small dredging was going to be done and a larger complete job would be done after October 1, 1993 and the materials would be put on the beach. He advised the Port has now taken official action by Resolution that they would like the Corps of Engineers to change its mind and come sooner, due to the additional shoaling that has occurred, and requested permission to send a letter with Mr. Weinberg signing it to tell them we want them to continue with what was agreed upon last June but if they are going to deviate, they should advise the Town in writing. Mrs. Wiener so moved. Seconded by Mrs. Smith. On roll call, the motion carried unanimously.

Cable TV Legislation

F. CABLE TV LEGISLATION: Mr. Doney explained there is a lot occurring within the cable tv industry both from a customers service standards and rate regulation and it is recommended that the Ordinance, Rules & Standards Committee meet on this subject to which the Mayor and Town Council agreed.

Adjournment

XVI. ADJOURNMENT. There being no further business, the meeting was adjourned at 7:30 PM.

Grace T. Peters
Town Clerk