

**REVISED**

4:27 pm, Sep 04, 2020

TENTATIVE:  
SUBJECT TO  
REVISION



# TOWN OF PALM BEACH

Town Manager's Office  
**TOWN COUNCIL MEETING**

**HELD VIRTUALLY VIA ZOOM WEBINAR**

**Click to participate:**

**<https://zoom.us/j/99395140283>**

## **AGENDA**

**SEPTEMBER 10, 2020**

**9:30 AM**

## **Welcome**

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

### **I. CALL TO ORDER AND ROLL CALL**

Gail L. Coniglio, Mayor  
Margaret A. Zeidman, President  
Bobbie Lindsay, President Pro Tem  
Julie Araskog  
Lew Crampton  
Danielle H. Moore

### **II. INVOCATION AND PLEDGE OF ALLEGIANCE**

### **III. MODIFICATIONS TO THE AGENDA**

### **IV. APPROVAL OF AGENDA**

**V. BOARDS AND COMMISSIONS APPOINTMENTS**

- A. Appointment to the Investment Advisory Committee. Page 9  
*Pat Gayle-Gordon, Deputy Town Clerk*
- B. Appointment to the Retirement Board of Trustees. Page 17  
*Pat Gayle-Gordon, Deputy Town Clerk*

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

**VII. COMMENTS OF TOWN COUNCIL MEMBERS**

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

**IX. APPROVAL OF CONSENT AGENDA (SEE NOTE 3)**

**A. MINUTES**

- 1. Town Council Meeting Minutes Page 30  
*Pat Gayle-Gordon, Deputy Town Clerk*
  - a. August 11, 2020, Town Council Meeting Minutes
  - b. August 12, 2020, Town Council Development Review Meeting Minutes
- 2. Approval of Major Matters Considered by the Architectural Review Commission at its Meeting of August 26, 2020. Page 68  
*Wayne Bergman, Director of Planning, Zoning and Building*

**B. RESOLUTIONS**

- 1. RESOLUTION NO. 75-2020 A Resolution of The Town Council of The Town Of Palm Beach, Palm Beach County, Florida, Approving Proposed Fixed Costs For Property, Liability, Workers' Compensation, Automobile And Ancillary Coverages For FY2021 In The Amount Of \$1,023,868 And Variable Costs In The Amount Of \$1,647,500; Approving A Non-Exclusive Insurance Broker Services Agreement With Relation Insurance Service Of Florida, Inc. "Relation", In The Amount Of \$40,000; Approving A Non-Exclusive Insurance Broker Services Agreement With Arthur J. Gallagher Risk Management Services, Inc., "AJG," In The Amount Of \$10,000; Approving A Third Party Administration Services Agreement With Preferred Governmental Claim Solution "PGCS" In The Amount Of \$51,680; Conditioning All Matters Contained Herein Subject To Approval Of The Fiscal Year 2021 Budget; And Authorizing The Town Manager To Execute The Non-Exclusive Insurance Broker Services Agreements With Relation, AJG And PGCS On Behalf Of The Town. Page 80  
*Danielle Olson, Director of Human Resources*
- 2. RESOLUTION NO. 76-2020 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida Designating Town Depositories for Fiscal Year 2021 Pursuant to Section 2-517 of the Town Code of Ordinances and Designating Parties to Sign Page 130

Checks or Warrants on Behalf of the Town Pursuant to Section 2-36 of the Town Code of Ordinances.

*Jane Le Clainche, Director of Finance*

3. RESOLUTION NO. 77-2020 A Resolution of The Town Council of The Town of Palm Beach, Palm Beach County, Florida, Approving A Managed Service Agreement Between The Town Of Palm Beach And Comcast Business Services For Fiber Optic Interconnectivity In An Amount Not To Exceed \$90,000 Annually, And Subject To Approval Of The Fiscal Year 2021 Budget And Subsequent Annual Budgets. Page 135

*Jay Boodheshwar, Deputy Town Manager*

4. RESOLUTION NO. 78-2020 A Resolution Of The Town Council Of The Town Of Palm Beach, Palm Beach County, Florida, Authorizing The Mayor To Execute An Interlocal Agreement Between The Town Of Palm Beach And Palm Beach County For Network Services In The Amount Of \$50.00 Per Month Or \$600.00 Annually; And Authorizing The Town Manager To Take The Necessary Actions Required To Effectuate The Agreement. Page 143

*Jay Boodheshwar, Deputy Town Manager*

5. RESOLUTION NO. 79-2020 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Amending the Town of Palm Beach Master Fee Schedule by Including New Vegetation Collection Fees, and Providing an Effective Date. Page 169

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

6. RESOLUTION NO. 80-2020 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving the Fiscal Year 2021-2022 Annual Funding Application to the Florida Department of Environmental Protection Beach Erosion Control Program. Page 172

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

7. RESOLUTION NO. 81-2020 A Resolution of The Town Council of The Town of Palm Beach, Palm Beach County, Florida, Approving A Purchase Order To MCCI, Laserfiche in The Amount of \$50,000 as a Sole Source Acquisition to Support the Town's Electronic Document Management System used by the Town, Contingent Upon Budget Approval. Page 177

*Dean Mealy, Purchasing Manager*

8. RESOLUTION NO. 82-2020 A Resolution of The Town Council of The Town of Palm Beach, Palm Beach County, Florida, Approving A Purchase Order to SHI International Corporation, Utilizing the State of Florida Contract No. 43230000-15-02 for Microsoft Office Software and Operating Systems Licensing in an Amount Not to Exceed \$110,000 Contingent Upon Budget Approval. Page 182

*Dean Mealy, Purchasing Manager*

9. RESOLUTION NO. 83-2020 A Resolution of The Town Council of The Town of Palm Beach, Palm Beach County, Florida, Approving A Page 188

Purchase Order To Superior LLC, DBA Central Square For Annual Purchase of Software Maintenance in An Amount Not to Exceed \$114,500 to Support Police Operational Requirements, Contingent Upon Budget Approval.

*Dean Mealy, Purchasing Manager*

10. RESOLUTION NO. 84-2020 A Resolution Of The Town Council Of The Town Of Palm Beach, Palm Beach County, Florida, Retro-Actively Approve A Purchase Order To Murray Logan Construction, Inc. For The Emergency Repairs At The Sand Transfer Plant In The Amount Of \$124,837 And An Overall Project Budget Of \$149,804. Page 193

*Dean Mealy, Purchasing Manager*

11. RESOLUTION NO. 85-2020 A Resolution Of The Town Council Of The Town Of Palm Beach, Palm Beach County, Florida, Approving The Extension Of Contract Services With The Gehring Group Inc. To Provide Health Insurance Broker Services In The Amount Of \$85,500 For FY21 And A Proposed Three Year Amount Not-To-Exceed \$256,500 Based On Satisfactory Vendor Performance And Budget Approval. Page 213

*Dean Mealy, Puchasing Manager*

12. RESOLUTION NO. 86-2020 A Resolution Of The Town Council Of The Town Of Palm Beach, Palm Beach County, Florida, Approving A Retroactive Change Order To Hy-Byrd Inspections, Inc. In The Amount Of \$75,000. Page 218

*Dean Mealy, Purchasing Manager*

13. RESOLUTION NO. 87-2020 A Resolution Of The Town Council Of The Town Of Palm Beach, Palm Beach County, Florida, Approving The Standardization Of Multi Space Parking Kiosks To Flowbird, Formerly Cale America, Inc. Within The Town Of Palm Beach For A Period Of Two Years, With The Option To Extend. Page 222

*Dean Mealy, Purchasing Manager*

14. RESOLUTION NO. 88-2020 A Resolution Of The Town Council Of The Town Of Palm Beach, Palm Beach County, Florida, Approving The Retroactive Purchase Of Sixteen (16) Parking Kiosks From Flowbird In The Amount Of \$105,120, To Be Funded From The FY2020 General Contingency Fund. Page 226

*Dean Mealy, Purchasing Manager*

15. RESOLUTION NO. 94-2020 A Resolution Of The Town Council Of The Town Of Palm Beach, Palm Beach County, Florida, Approving A Purchase Order To Tyler Technologies, Inc. For Annual Software Support And Licensing In An Amount Not To Exceed \$95,000 Contingent Upon Budget Approval. Page 232

*Dean Mealy, Purchasing Manager*

16. RESOLUTION NO. 95-2020 A Resolution Of The Town Council Of The Town Of Palm Beach, Palm Beach County, Florida, Approving The Award Of Invitation To Bid No. 2020-22, Seminole Avenue And Page 236

Lake Trail Improvements To Heavy Civil Inc. In The Amount Of \$109,000 And An Overall Project Budget Of \$123,350.

*Dean Mealy, Purchasing Manager*

**C. OTHER**

1. Health Insurance Rates for Calendar Year 2021

Page 248

*Danielle Olson, Director of Human Resources*

**X. REGULAR AGENDA**

**A. Matters Pulled From Consent Agenda: If needed**

**B. Old Business**

1. Town-wide Undergrounding Project

Page 255

*Steve Stern, Project Manager*

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

b. RESOLUTION NO. 89-2020 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving a Purchase Order to Kimley-Horn & Associates, Inc., for Easement Acquisition Support Services Phases 4, 7, and 8 of the Town-Wide Undergrounding Utilities Program in an Amount of \$633,552, and Establishing a Total Budget of \$633,552.

c. RESOLUTION NO. 90-2020 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Awarding a Construction Manager At Risk (CMAR) Contract to Burkhardt Construction Inc. for the Town-Wide Utility Undergrounding Phase 3 South to Include the Mid-Town Watermain Replacement with a Guaranteed Maximum Price (GMP) Amount Not-To-Exceed \$9,894,408.15 and Establishing a Construction Phase Budget of \$10,069,408, and Authorizes the Town Manager to Execute a Contract with Burkhardt Construction Inc.

The Revised GMP was Negotiated to Reflect a Cost Savings of \$148,365.63 from the Original GMP Submitted by Burkhardt Construction, Inc.

d. RESOLUTION NO. 91-2020 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving Construction Phase Services to Kimley-Horn and Associates for Phase 3 South Undergrounding in the Amount of \$322,450 and Establish a Project Budget of \$370,920.

e. RESOLUTION NO. 92-2020 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving the Midtown Watermain Replacement Construction Phase Services to Kimley-Horn and Associates in the Amount of \$63,799.08 and

Establish a Project Budget of \$73,350.

2. COVID-19 Update  
*Kirk W. Blouin, Town Manager*  
**TIME CERTAIN: 11:00 AM**

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a. Report on COVID-19 Infections and Hospitalizations (*written backup provided in purple folder*)

b. Report on Compliance and Enforcement, Relative to State, County and Town Orders (*verbal report*)

c. Input from Business Community

d. RESOLUTION NO. 93-2020 A Resolution of The Town Council of The Town of Palm Beach, Palm Beach County, Florida Concurring With The Request of The Town's Chief of Police, To Extend The Chief's Declaration of The Existence Of A State of Emergency Within The Corporate Limits of The Town To October 13, 2020, Unless Earlier Terminated By The Chief of Police, At Which Time The Town Council Will Address The Need For Any Extension of The Declaration of Emergency; Providing For An Effective Date.

3. Proposed Improvements to Town Marina Upland Amenities, Lake Drive Park and South Lake Drive  
*H. Paul Brazil, P.E., Director of Public Works*

Page 358

a. Proposed Improvements to Town Marina Upland Amenities, Lake Drive Park and South Lake Drive - Final Recommendations from Fairfax, Sammons and Associates

b. Review of Cost Estimates of Recommended Improvements

### **C. New Business**

1. Proposed 2021 Town Council Meeting Schedule  
*Kirk W. Blouin, Town Manager*
2. Census 2020 Update  
*Kirk W. Blouin, Town Manager*
3. Discussion Regarding Ficus Benjamina and Other Native Plants.  
*Julie Araskog, Town Council Member*

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## **XI. ORDINANCES**

### **A. First Reading**

1. ORDINANCE NO. 13-2020 An Ordinance of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Providing for an Amendment to the Town's Budgets Adopted for the Fiscal Year

Page 386

Commencing October 1, 2019, and Providing an Effective Date.

*Jane Le Clainche, Director of Finance*

2. ORDINANCE NO. 14-2020 An Ordinance of The Town Council of The Town of Palm Beach, Palm Beach County, Florida, Amending Chapter 82 Of The Town Code Of Ordinances Relating To Personnel, At Article II, Employee Benefits, Division 2, Retirement System; Amending Subdivision III, Firefighters, By Amending Section 82-94, Retirement Age And Service Conditions For Firefighters; Amending Subdivision III, Firefighters, By Amending Section 82-98, Chapter 175 Share Accounts; Amending Subdivision III, Firefighters, By Amending Section 82-99, Deferred Retirement Option Program For Firefighters; Amending Subdivision IV, Police Officers, By Amending Section 82-114, Retirement Age And Service Conditions For Police Officers; Amending Subdivision IV, Police Officers, By Amending Section 82-119, Deferred Retirement Option Program For Police Officers; Amending Subdivision V, General Employees And Lifeguards, By Amending Section 82-135, Amount Of Pension For Benefit Group General And Benefit Group Lifeguard; Providing For Severability; Providing For Repeal Of Ordinances In Conflict; Providing For Codification; Providing An Effective Date.

Page 394

*Danielle Olson, Director of Human Resources*

3. ORDINANCE NO. 15-2020 An Ordinance Of The Town Council Of The Town Of Palm Beach, Palm Beach County, Florida Amending The Town Code Of Ordinances At Chapter 74, Parks and Recreation, at Division 3, Regulation of Use of Public Beaches, Section 74-196, Presence During Closed Hours; Hours Specified to Modify the name Lake Worth to Lake Worth Beach and to Add the Public Beach from Wells Avenue South to Sunset Avenue as an Additional Beach Declared to be Closed to the Public Each Day from Sunset to Sunrise; Providing For Severability; Providing For Repeal Of Ordinances In Conflict; Providing For Codification; Providing An Effective Date.

Page 402

*Nicholas Caristo, Police Chief*

## **XII. ANY OTHER MATTERS**

## **XIII. ADJOURNMENT**

### **PLEASE TAKE NOTE:**

**Note 1:** If a person decides to appeal any decision made by this Council with respect to any matter considered at this meeting or hearing, he/she will need a record of the proceedings. For such purpose, he/she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

**Note 2:** Disabled persons who need an accommodation in order to participate in the Town Council Meeting are requested to contact the Town Manager's

Office at 838-5410 or through the Florida Relay Service by dialing 1-800-955-8770 for voice callers or 1-800-955-8771 for TDD callers, at least two (2) working days before this meeting.

**Note 3:** Items listed on the Consent Agenda will be approved by one motion of the Town Council, unless the Mayor or an individual Council Member requests that any item(s) be moved to the Regular Agenda and individually considered.

**Note 4:** All back-up material for the items listed on the agenda are posted to the Town's website and emailed to all Stay Informed subscribers on the Friday before the Town Council meeting. To access the back-up materials and/or subscribe to the Stay Informed list, please visit the Town's website ([townofpalmbeach.com](http://townofpalmbeach.com)).

### **PROCEDURES FOR PUBLIC PARTICIPATION**

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

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

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

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

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

# TOWN OF PALM BEACH

Town Council Meeting on: September 10, 2020

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## Section of Agenda

### BOARDS AND COMMISSIONS APPOINTMENTS

#### Agenda Title

Appointment to the Investment Advisory Committee.

#### Presenter

Pat Gayle-Gordon, Deputy Town Clerk

#### ATTACHMENTS:

- ▣ **Memorandum Dated August 31, 2020, from Pat Gayle-Gordon, Deputy Town Clerk**
- ▣ **Attendance Roster**
- ▣ **Sample Ballot**
- ▣ **Application - John Ver Bockel**

# **TOWN OF PALM BEACH**

**Information for Town Council Meeting on September 10, 2020**

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TO: Mayor and Town Council  
VIA: Kirk W. Blouin, Town Manager  
FROM: Pat Gayle-Gordon, Deputy Town Clerk  
RE: Investment Advisory Committee Appointment of Regular Member  
DATE: August 31, 2020

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## **STAFF RECOMMENDATION**

Staff recommends that the Town Council review the attached application and appoint one (1) regular member to the Investment Advisory Committee in order to fill the vacant seat resulting from the expired term of Andrew Frazier.

## **GENERAL INFORMATION**

The Town Clerk's office has received one (1) application seeking **NEW APPOINTMENT** from the following individual:

1. John Ver Bockel - 217 Mockingbird Trail, Palm Beach, FL.

cc: Jane Le Clainche, Director of Finance

Attendance  
2020

Meeting Date	1/31/2020	5/15/2020	8/16/2019	11/15/2019
Members				
Chris Storkerson	Present	present		
Andrew Frazier	Present	N/A	N/A	N/A
Kathleen Anderson	Present	present		
David McDonald	Present	present		
Alan Scheuer	Present	present		

**Investment Advisory Committee**

Voting Conflicts  
2018-2019

Members				
Meeting Date	1/31/2020	5/15/2020	8/21/2020	11/15/2019
Chris Storkerson	none	none	present	
Andrew Frazier	none	N/A	N/A	N/A
Kathleen Anderson	none	none	present	
David McDonald	none	none	present	
Alan Scheuer	none	none	present	

BALLOT FOR APPOINTMENT OF **REGULAR** MEMBER  
TO THE **INVESTMENT ADVISORY COMMITTEE**  
Town Council Meeting on **September 10, 2020**

Positions to be filled:   1   Regular Member

Please circle   1   from the list of names appearing below

**Application Submitted By:**

John Ver Bockel

**Signature of Town Council Member:** \_\_\_\_\_  
Town Council Member



# TOWN OF PALM BEACH

APPLICATION FOR SERVICE ON

## INVESTMENT ADVISORY COMMITTEE

Please complete the application by typing or printing legibly in ink. Applications should be submitted to the Town Clerk (360 South County Road, Palm Beach, FL 33480, via facsimile 561-838-5417, or via e-mail addressed to [townclerk@townofpalmbeach.com](mailto:townclerk@townofpalmbeach.com)) no later than 5 p.m., 11 calendar days prior to the Town Council meeting in which the appointment will be considered. Completion of this application requires that applicant has reviewed certain Town documents as noted in this application. To review or obtain a copy of the documents please contact the Town Clerk's Office (561-838-5416). Please feel free to attach any additional background information to this application form.

Name: JOHN VER BOCKEL Residence Address: 217 MOCKINGBIRD TRAIL  
PALM BEACH, FL 33480

Mailing Address: 217 MOCKINGBIRD TRAIL  
PALM BEACH, FL 33480 Home Telephone: 312-953-8887

E-mail Address: JVERBOCKEL@GMAIL.COM Work Telephone: 561-803-1091

I am a resident of the Town of Palm Beach JVB (please initial) PGG

Please attach proof of Town of Palm Beach residency. Failure to attach proof of residency shall be grounds to reject your application. Proof of residency shall be either a copy of your Florida Driver's License matching the address of your residence as shown on this application, a copy of a utility bill in your name at the residence address shown on this application, or by providing an original, fully executed and notarized Declaration of Domicile with this application.

1. Why do you wish to be appointed as a member of the Investment Advisory Committee? (Please use additional pages if necessary)  
I HAVE OVER 37 YEARS OF EXPERIENCE AS AN INVESTMENT  
PROFESSIONAL, AND I THINK I CAN ASSIST THE COMMITTEE  
IN THEIR WORK.

2. Please identify how many meetings of the Investment Advisory Committee you have attended in the past two (2) years.  
 0  1  2  3  4+

3. If you have served on any boards/commissions/committees in the Town of Palm Beach or elsewhere, please list them and include details such as length of service, attendance record, etc.

(10 YEARS)  
① BOARD OF TRUSTEES - EVANS SENIORS FOUNDATION. ② BOARD - WOOD FAMILY  
FOUNDATION (CHICAGO) 5 YEARS ③ NORTH SHORE COUNTRY CLUB 6 YEARS.  
ATTENDANCE - CLOSE TO 100%

4. Please indicate if there are any periods of time for which you will be unavailable for meetings.  
NONE.

5. Please describe your current or prior investment experience, and describe any fixed investment experience you may have.

I WAS WITH MERRILL LYNCH FOR 37 YEARS, LEAVING AS A MANAGING DIRECTOR - TO JOIN FIRST REPUBLIC IN PALM BEACH. OUR TEAM HAS MANAGED OVER \$1 BILLION OF ASSETS - A SIGNIFICANT % OF WHICH IS FIXED INCOME.

6. Are you a member of any of the following organizations? (Check all that apply)

- Palm Beach Chamber of Commerce
- Palm Beach Civic Association
- Citizens' Association of Palm Beach
- Preservation Foundation of Palm Beach
- North End Property Owners Association
- Other PALM BEACH POLICE - COUNCIL OF 100

7. Present occupation. FINANCIAL ADVISOR No. of years. 1

Employer. FIRST REPUBLIC BANK.

8. Past occupation(s). FINANCIAL ADVISOR No. of years. 37

Employer(s). MERRILL LYNCH

9. Please provide details regarding your educational background:

BS - INDUSTRIAL ENGINEERING - UNIVERSITY OF WISCONSIN

10. To enable Town Council to consider potential conflicts of interest, please provide the following information regarding family members who live and/or work in the Town of Palm Beach, including your spouse, parents, siblings or children.

Family Member Name	Relationship	Address	Occupation	Employer
<u>KATHLEEN CAR BANNING</u>	<u>WIFE</u>	<u>(SAME)</u>	<u>ARTIST</u>	<u>SELF</u>
<u>THEODORE</u>	<u>SON</u>	<u>217 MOCKINGBIRD TRAIL PB.</u>	<u>CONTRACTOR</u>	<u>TIM GIVEN'S</u>

11. Have you ever been convicted of a crime or pled guilty or nolo contendere to a crime other than minor traffic violations? NO

12. If you are currently serving on a Town board, commission, or committee, please identify it in the space below and check the box that indicates you will resign from that position if you are appointed to the position you are seeking in this application.

I will resign from the \_\_\_\_\_ if I am appointed to the position I am seeking in this application.  
board/commission/committee

The following information is needed to facilitate Town reporting requirements in Florida Statute 760.80. Please check one in each category.

**RACE**

African American

Native American

Asian American

Caucasian

Hispanic American

Not known

**GENDER**

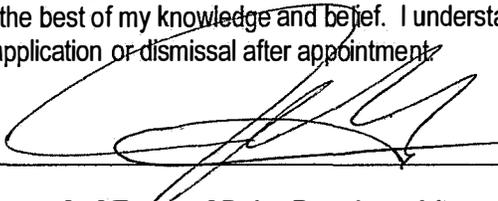
Male  Female

**PHYSICALLY DISABLED**

Yes  No

I hereby certify that I have read the sections of the Town Code of Ordinances for the particular board/commission/committee that I have selected above and have noted the description of the board/commission/committee and its members' duties, and further I have read the regulations concerning absences and conflicts of interests. I certify the information given by me is true and complete to the best of my knowledge and belief. I understand that any falsification of material facts will be grounds for rejection of this application or dismissal after appointment.

SIGNATURE: \_\_\_\_\_



DATE: \_\_\_\_\_

8/17/20

*Please attach proof of Town of Palm Beach residency (as listed on page 1) with this application.*

**Please note that Board/Commission applications will expire on December 15 of each year.**

INVESTMENT ADVISORY COMMITTEE

The Investment Advisory Committee consists of five members serving two year terms, appointed by the Town Council. Members of the Committee shall be residents of the Town and shall have prior fixed income investment experience. The Committee acts in an advisory capacity and shall make recommendations to the Town Council on matters relating to Town's investment policy and the investment of the Town's surplus funds. The Committee shall hold at least four meetings per year and more if it is deemed necessary. The Town of Palm Beach will not do business directly or indirectly with a Committee member or a Committee member's employer or business while they are serving on the Committee and for at least two years after the member's term has expired.

DECLARATION OF DOMICILE

For Domiciliaries of the State Of Florida:

To the Clerk of the Circuit Court (County Comptroller) of Palm Beach County, Florida.

This is my declaration of domicile in the State of Florida that I am filing this day in accordance and in conformity with Section 222.17, Florida Statutes.

I John Ver Bockel hereby declare that I reside in and maintain a place of abode at:

217 MOCKINGBIRD TRAIL  
(street and number)  
PALM BEACH, PALM BEACH. , Florida  
(city and county)

which place of abode I recognize and intend to maintain as my permanent home and, if I maintain another place or places of abode in some other state or states, I hereby declare that my above-described residence and abode in the State of Florida constitutes my predominant and principal home, and I intend to continue it permanently as such. I am, at the time of making this declaration, a bona fide resident of the State of Florida residing at:

217 Mockingbird Trail  
(street and number)  
Palm Beach, Palm Beach , Florida  
(city and county)

I formerly resided at: 90 Locust Rd.

(street and number)  
WINNETKA, ILLINOIS 60093 (Cook CTV)  
(city, county and state)

and the place or places where I maintain another or other place or places of abode are as follows: (Here list street address, city, county, and state of any other place or places of abode.)

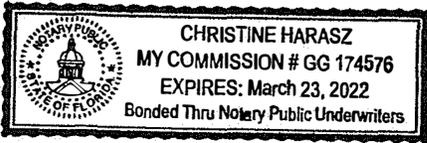
[Signature]  
(Signature)

Sworn to and subscribed before me this

17th of AUGUST 2020

Christine Harasz  
(Signature of Notary Public, State of Florida)

CHRISTINE HARASZ 3/23/2022  
(Print, type or stamp commissioned name of Notary Public)



Personally Known  or Produced Identification   
(Check One)

Type of Identification Produced: \_\_\_\_\_

# TOWN OF PALM BEACH

Town Council Meeting on: September 10, 2020

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## Section of Agenda

### BOARDS AND COMMISSIONS APPOINTMENTS

#### Agenda Title

Appointment to the Retirement Board of Trustees.

#### Presenter

Pat Gayle-Gordon, Deputy Town Clerk

#### ATTACHMENTS:

- ▣ **Memorandum Dated August 31, 2020, from Pat Gayle-Gordon, Deputy Town Clerk**
- ▣ **Attendance Roster**
- ▣ **Sample Ballot**
- ▣ **Application - Michael Blake Greenwald**
- ▣ **Application - David G. Lambert**

# **TOWN OF PALM BEACH**

**Information for Town Council Meeting on September 10, 2020**

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TO: Mayor and Town Council  
VIA: Kirk W. Blouin, Town Manager  
FROM: Pat Gayle-Gordon, Deputy Town Clerk  
RE: Retirement Board of Trustees Appointment of Regular Member  
DATE: August 31, 2020

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## **STAFF RECOMMENDATION**

Staff recommends that the Town Council review the attached applications and appoint one (1) regular member to the Retirement Board of Trustees in order to fill the vacant seat resulting from the resignation of C. Gerald Goldsmith.

## **GENERAL INFORMATION**

The Town Clerk's office has received two (2) applications seeking **NEW APPOINTMENT** from:

1. Michael Blake Greenwald – 130 Sunrise Avenue, Palm Beach, FL.
2. David G. Lambert – 200 Esplanade Way, Palm Beach, FL.

cc: Danielle Olson, Director of Human Resources

**TOWN OF PALM BEACH ATTENDANCE RECORD 2018-2020  
RETIREMENT SYSTEM BOARD**

M Backup 09-0-2

MEMBERS	3/2/2018	5/18/2018	8/24/2018	11/13/18-S	12/7/2018	3/15/2019	5/6/2019 Special Meeting	5/17/2019	8/16/2019	12/6/2019	3/13/2020	5/8/2020	8/21/2020
Goldsmith	P	P	P	P	P	P	P	P	P	P	P	P	N/A
Kaufman	P	P	P	P	P	P	P	E	P	P	P	P	P
Madison	P	E	P	P	P	P	P	P	P	E	P	P	P
Wilkinson	P	P	P	E	P	P	E	P	P	P	P	P	P
Mike Marx	P	P	P	P	P	E	E	P	P	E	P	P	P
Daniel Stanton	P	P	P	P	P	P	P	P	P	P	P	P	P
Tom Parker	N/A	N/A	N/A	N/A	N/A	N/A	P	P	P	P	P	P	P
C. Edward Carter	P	P	P	P	P	P	P	P	P	P	P	P	P
Jane Le Clairche	N/A	N/A	P	P	P	P	P	P	P	P	P	P	P

Legend:

S=Special Meeting, P=Present, E=Excused, U=Unexcused, A=Absence pending classification as excused or unexcused

**Allowed 2 unexcused absences per 12 month period**

Special Meetings are not subject to the attendance policy

Mr. Goldstein resigned from the Board (eff. June 2020)

BALLOT FOR APPOINTMENT OF **REGULAR** MEMBERS  
TO THE **RETIREMENT BOARD OF TRUSTEES**  
Town Council Meeting on **September 10, 2020**

Positions to be filled:

  1   Regular Member

Please circle   1   from the list of names appearing below

**Applications Submitted By:**

(Listed alphabetically)

Michael Blake Greenwald

David G. Lambert

**Signature of Town Council Member:** \_\_\_\_\_

Town Council Member



TOWN OF PALM BEACH

APPLICATION FOR SERVICE ON

RECEIVED

By gayle at 11:49 am, Aug 28, 2020

RETIREMENT BOARD OF TRUSTEES

Please complete the application by typing or printing legibly in ink. Applications should be submitted to the Town Clerk (360 South County Road, Palm Beach, FL 33480, via facsimile 561-838-5417, or via e-mail to townclerk@townofpalmbeach.com) no later than 5 p.m., 11 calendar days prior to the Town Council meeting in which the appointment will be considered. Completion of this application requires that applicant has reviewed certain Town documents as noted in this application. To review or obtain a copy of the documents please contact the Town Clerk's Office (561-838-5416). Please feel free to attach any additional background information to this application form. (Please be advised that members of the Retirement Board of Trustees must file an annual financial disclosure form per Florida State law).

Name: Michael Blake Greenwald Residence Address: 130 Sunrise Ave Palm Beach Unit 215 FI

Mailing Address: Same Home Telephone:

E-mail Address: michael.greenwald00@gmail.com Work Telephone: 617 872-9898

I am a resident of the Town of Palm Beach MGC (please initial) PGG

Please attach proof of Town of Palm Beach residency. Failure to attach proof of residency shall be grounds to reject your application. Proof of residency shall be either a copy of your Florida Driver's License matching the address of your residence as shown on this application, a copy of a utility bill in your name at the residence address shown on this application, or by providing an original, fully executed and notarized Declaration of Domicile with this application.

1. Why do you wish to be appointed as a member of the Retirement Board of Trustees? (Please use additional pages if necessary.)

See attached page

2. Please identify how many meetings of the a Town Retirement Board you have attended in the past two (2) years.

0 1 2 3 4+

3. If you have served on any boards/commissions/committees in the Town of Palm Beach or elsewhere, please list them and include details such as length of service, attendance record, etc.

See attached bio

4. Please indicate if there are any periods of time for which you will be unavailable for meetings.

None

5. Please indicate if you are a member of any of the organizations listed below. (Check all that apply)

- |  |  |
|--|--|
| <input type="checkbox"/> Palm Beach Chamber of Commerce      | <input type="checkbox"/> Preservation Foundation of Palm Beach |
| <input type="checkbox"/> Palm Beach Civic Association        | <input type="checkbox"/> North End Property Owners Association |
| <input type="checkbox"/> Citizens' Association of Palm Beach | <input type="checkbox"/> Other _____                           |

6. Present occupation: Director No. of years: 3  
 Employer: Tiedemann Advisors

7. Past occupation(s): US Attache to Qatar and Kuwait No. of years: 8  
 Employer(s): US Treasury

8. Please provide details regarding your educational background:  
BA George Washington University (2006)  
MA Boston University (2007)  
JD Boston University (2010)

9. To enable Town Council to consider potential conflicts of interest, please provide the following information regarding family members who live and/or work in the Town of Palm Beach, including your spouse, parents, siblings, or children.

Family Member Name	Relationship	Address	Occupation	Employer
<u>n/a</u>				

10. Have you ever been convicted of a crime or pled guilty or nolo contendere to a crime other than minor traffic violations? NO

11. If you are currently serving on a Town board, commission, or committee, please identify it in the space below and check the box that indicates you will resign from that position if you are appointed to the position you are seeking in this application.  
 I will resign from the n/a if I am appointed to the position I am seeking in this application.

The following information is needed to facilitate Town reporting requirements in Florida Statute 760.80. Please check one in each category.

- |  |   |  |  |
|--|---|--|--|
| RACE                                       |   | GENDER                                   |  |
| <input type="checkbox"/> African American  | <input type="checkbox"/> Native American      | <input checked="" type="checkbox"/> Male | <input type="checkbox"/> Female        |
| <input type="checkbox"/> Asian American    | <input checked="" type="checkbox"/> Caucasian | PHYSICALLY DISABLED                      |  |
| <input type="checkbox"/> Hispanic American | <input type="checkbox"/> Not Known            | <input type="checkbox"/> Yes             | <input checked="" type="checkbox"/> No |

I hereby certify that I have read the sections of the Town Code of Ordinances for the particular board/commission/committee that I have selected above and have noted the description of the board/commission/committee and its members' duties, and further I have read the regulations concerning absences and conflicts of interests. I certify the information given by me is true and complete to the best of my knowledge and belief. I understand that any falsification of material facts will be grounds for rejection of this application or dismissal after appointment.

SIGNATURE: 

DATE: 8/28/20

*Please attach proof of Town of Palm Beach residency (as listed on page 1) with this application.*

Please note that Board/Commission applications will expire on December 15 of each year.

**RETIREMENT BOARD OF TRUSTEES**

The Retirement Board of Trustees consists of nine members as follows:

One employee who is a member of benefit group general or benefit group lifeguard.

One employee who is a member of benefit group firefighter.

One employee who is a member of benefit group police officer.

Five residents of the Town

The Town Manager

The Retirement Board of Trustees acts in a fiduciary capacity for the Town's retirement funds and in an advisory capacity to the Town Council on matters relating to the administration of the Town's various retirement plans. Trustees other than the Town Manager or Acting Town Manager shall serve three-year terms, and may succeed themselves in office. The Retirement Board of Trustees will meet at least quarterly and on occasion, specially called meetings.

## **Michael B. Greenwald Biography**

<https://tiedemannadvisors.com/bio/michael-greenwald>

Michael is responsible for managing a number of Tiedemann's client relationships and overseeing their advisors to provide solutions that address the challenges of stewardship of wealth over generations. As a member of the firm's business development and strategy team, he is a referral resource for attorneys and accountants.

Prior to joining Tiedemann in 2017, Michael worked in senior roles within the United States Treasury working with Africa and Europe. He served as a financial diplomat in the Middle East spanning the tenures of U.S. Treasury Secretaries Geithner, Lew, and Mnuchin. Greenwald initially served as the United States Treasury Policy Advisor for Europe. In this role, he was appointed head of the United States Delegation to the Committee of Experts on the Evaluation of Anti-Money Laundering Measures and the Financing of Terrorism before the Council of Europe in Strasbourg, France. Greenwald was part of the U.S. Treasury team that crafted U.S. sanctions against Russia, the largest U.S. sanctions program to date, and negotiated similar sanctions by Europe. Between 2015-2017, he served as the first United States Treasury Attaché appointed to Qatar and Kuwait and opened the Treasury Department's office in Doha, Qatar. He also served in a variety of counterterrorism roles in the U.S. Intelligence Community and in the Office of General Council at the U.S. Treasury. Greenwald worked closely with the National Security Council at the White House tackling issues and crafting sanctions programs related to countering ISIS, Al-Qaeda, Hezbollah, Hamas, Iran, Ukraine/Russia, Syria, and North Korea.

Michael is a frequent speaker, writer and commentator on international security, the Middle East and the global economy. He has been featured on CNBC; published in Barrons; and given lectures at The Council on Foreign Relations, Harvard, Yale Law School, Stanford, and Northwestern Business School, Doha.

Board experience and memberships (past and current) include:

- Member, Jewish Community Foundation, Jewish Federation of Palm Beach
- Visiting Fellow, Harvard Kennedy School's Belfer Center for Science and International Affairs
- Senior Nonresident Fellow, Atlantic Council Geoeconomics Center
- Deputy Executive Director, The Trilateral Commission
- Member, Aspen Institute Vanguard Society of Fellows
- Board Member, The Promise Fund of Palm Beach
- Member, Concordia
- Board Member, Halo Maritime Defense Systems
- Advisor, Dana Farber Cancer Institute (2017-2020)

- National Board Member and Chairman of the Finance Committee, Susan G. Komen Foundation (2018-2020)
- Adjunct Professor, Boston University Pardee School of Global Studies (2017-2019)
- Chairman Emeritus, United States Holocaust Memorial Museum Next Generation Board (2015-2017)
- Board Member, Public Private Partnership for Justice Reform in Afghanistan (2010-2015)

Michael earned a Juris Doctor degree from Boston University School of Law, a Master of Arts from Boston University's Frederick S. Pardee School of Global Studies, and a Bachelor of Arts in History from George Washington University. Originally from Brookline, Massachusetts, Michael resides between Palm Beach, FL and New York City, NY with his fiancé.

Answer to Question#1

I wish to be appointed as a member of The Retirement Board of Trustees. I truly believe and respect the need to protect the financial security of the Palm Beach police and fireman. As a resident of Palm Beach, I think the police and fireman are the most valuable members of our community. For over a decade, I have dedicated myself as a United States financial diplomat working in senior roles within the United States Treasury in Africa, Europe, and the Middle East as well working closely with law enforcement in national security capacities. I am committed to the present and future well-being of the Palm Beach police and fireman associations.



**TOWN OF PALM BEACH**

APPLICATION FOR SERVICE ON

**RETIREMENT BOARD OF TRUSTEES**

Please complete the application by typing or printing legibly in ink. Applications should be submitted to the Town Clerk (360 South County Road, Palm Beach, FL 33480, via facsimile 561-838-5417, or via e-mail to townclerk@townofpalmbeach.com) no later than 5 p.m., 11 calendar days prior to the Town Council meeting in which the appointment will be considered. Completion of this application requires that applicant has reviewed certain Town documents as noted in this application. To review or obtain a copy of the documents please contact the Town Clerk's Office (561-838-5416). Please feel free to attach any additional background information to this application form. (Please be advised that members of the Retirement Board of Trustees must file an annual financial disclosure form per Florida State law).

Name: David G. Lambert Residence Address: 200 Esplanade Way, Palm Beach, FL 33480

Mailing Address: P.O. Box 3166, Palm Beach, FL 33480 Home Telephone: Mobile: (561) 512-0836

E-mail Address: DAVIDGLAMBERT@AOL.COM Work Telephone: Mobile: (561) 512-0836

I am a resident of the Town of Palm Beach  (please initial) PGG

**Please attach proof of Town of Palm Beach residency. Failure to attach proof of residency shall be grounds to reject your application. Proof of residency shall be either a copy of your Florida Driver's License matching the address of your residence as shown on this application, a copy of a utility bill in your name at the residence address shown on this application, or by providing an original, fully executed and notarized Declaration of Domicile with this application.**

1. Why do you wish to be appointed as a member of the Retirement Board of Trustees? (Please use additional pages if necessary.)

I have been a resident of Palm Beach for 20 over years. I believe my background and experience would fit well in this role. It will also allow me an opportunity to give back to our community in a non-political role.

2. Please identify how many meetings of the a Town Retirement Board you have attended in the past two (2) years.

- 0       1       2       3       4+

3. If you have served on any boards/commissions/committees in the Town of Palm Beach or elsewhere, please list them and include details such as length of service, attendance record, etc.

Head of Investment Committee - The Kravis Center, 5 years, 1yr chair      Head of Investment Committee- The Benjamin School

Board of Trustees - The Kravis Center, 1 year

Investment Committee - St.Edward's Church, 3 years

4. Please indicate if there are any periods of time for which you will be unavailable for meetings.

Full-time resident

5. Please indicate if you are a member of any of the organizations listed below. (Check all that apply)

- |  |  |
|--|--|
| <input type="checkbox"/> Palm Beach Chamber of Commerce      | <input type="checkbox"/> Preservation Foundation of Palm Beach |
| <input type="checkbox"/> Palm Beach Civic Association        | <input type="checkbox"/> North End Property Owners Association |
| <input type="checkbox"/> Citizens' Association of Palm Beach | <input type="checkbox"/> Other _____                           |

6. Present occupation: Reti de No. of years. 20  
 Employer: \_\_\_\_\_

7. Past occupation(s): Part ne r No. of years. 23  
 Employer(s): Goldman Sachs & Co

8. Please provide details regarding your educational background:

BA, Dickinson College

MBA, University of Chicago

9. To enable Town Council to consider potential conflicts of interest, please provide the following information regarding family members who live and/or work in the Town of Palm Beach, including your spouse, parents, siblings, or children.

Family Member Name	Relationship	Address	Occupation	Employer
Kristen Lambert	Wife	200 Esplanade Way, Palm Beach, FL	College Counselor	Self

10. Have you ever been convicted of a crime or pled guilty or nolo contendere to a crime other than minor traffic violations? No

11. If you are currently serving on a Town board, commission, or committee, please identify it in the space below and check the box that indicates you will resign from that position if you are appointed to the position you are seeking in this application.

I will resign from the \_\_\_\_\_ if I am appointed to the position I am seeking in this application.

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RACE

- |  |   |
|--|---|
| <input type="checkbox"/> African American  | <input type="checkbox"/> Native American      |
| <input type="checkbox"/> Asian American    | <input checked="" type="checkbox"/> Caucasian |
| <input type="checkbox"/> Hispanic American | <input type="checkbox"/> Not Known            |

GENDER

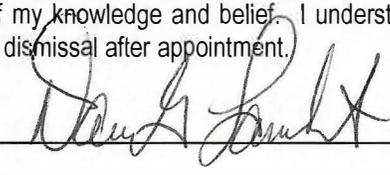
- Male  Female

PHYSICALLY DISABLED

- Yes  No

I hereby certify that I have read the sections of the Town Code of Ordinances for the particular board/commission/committee that I have selected above and have noted the description of the board/commission/committee and its members' duties, and further I have read the regulations concerning absences and conflicts of interests. I certify the information given by me is true and complete to the best of my knowledge and belief. I understand that any falsification of material facts will be grounds for rejection of this application or dismissal after appointment.

SIGNATURE: \_\_\_\_\_



DATE: \_\_\_\_\_

8/26/20

*Please attach proof of Town of Palm Beach residency (as listed on page 1) with this application.*

**Please note that Board/Commission applications will expire on December 15 of each year.**

**RETIREMENT BOARD OF TRUSTEES**

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One employee who is a member of benefit group general or benefit group lifeguard.

One employee who is a member of benefit group firefighter.

One employee who is a member of benefit group police officer.

Five residents of the Town

The Town Manager

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# TOWN OF PALM BEACH

Town Council Meeting on: September 10, 2020

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## Section of Agenda

Minutes

## Agenda Title

Town Council Meeting Minutes

*Pat Gayle-Gordon, Deputy Town Clerk*

- a. August 11, 2020, Town Council Meeting Minutes
- b. August 12, 2020, Town Council Development Review Meeting Minutes

## Presenter

## ATTACHMENTS:

- ▣ **August 11, 2020, Town Council Meeting Minutes**
- ▣ **August 12, 2020, Town Council Development Review Meeting Minutes**



# TOWN OF PALM BEACH

## Town Clerk's Office

### **MINUTES OF THE TOWN COUNCIL MEETING HELD ON TUESDAY, AUGUST 11, 2020**

#### **I. CALL TO ORDER AND ROLL CALL**

The Town Council Meeting of Tuesday, August 11, 2020, was called to order at 9:30 a.m. On roll call, all Council Members were found to be present.

#### **II. INVOCATION AND PLEDGE OF ALLEGIANCE**

Acting Town Clerk Pat Gayle-Gordon gave the Invocation and Council President Margaret A. Zeidman led the Pledge of Allegiance.

#### **III. MODIFICATIONS TO THE AGENDA**

There were no modifications to the agenda.

Acting Town Clerk Pat Gayle-Gordon announced a time certain of 11 a.m. for the COVID 19 update item.

#### **IV. APPROVAL OF AGENDA**

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

## **V. PRESENTATIONS**

### **A. Scholarships provided by the Palm Beach Country Club**

Danielle Olson, Director of Human Resources, announced the following scholarship recipients:

Tyler Alber, Bianca Badolati, Christopher Barber, Joseph Barber, Endrit Basha, Miranda Boodheshwar, Christina Caristo, Casey Castro, Alexandra De Luera, Conner Dunnam, Kelsey Dunnam, Colt Keehan, Kevin LeBrun, Desiree Lovell, Amanda Marx, Dakota Minot, Kyle Moriarty-Schlick, Matthew Nguyen, Caitlyn Pinto, Sofia Rivero, Emily Rojas and Jack Stone.

### **B. Scholarships provided by the Thomas Mettler Memorial Scholarship Fund**

Danielle Olson, Director of Human Resources, announced that Ednrit Basha and Christina Sentmanat were the scholarship recipients.

Mayor Coniglio commented on the philanthropy of the community in providing the scholarships and congratulated the recipients.

## **VI. COMMENTS OF MAYOR GAIL L. CONIGLIO**

Mayor Coniglio again thanked the community for their gifts and extended congratulations to the new Director of Planning, Zoning and Building, Wayne Bergman, who now had the leadership role, and thanked him for his dedication and service.

Council Member Crampton expressed his support for Mr. Bergman in his new position.

The Council congratulated Mr. Bergman and expressed their gratitude for his leadership of the P&Z Department over the last 7 months.

## **VII. COMMENTS OF TOWN COUNCIL MEMBERS**

Council President Pro Tem Lindsay summarized the history of the struggle leading to women's right to vote in America, and announced that August 18 was the anniversary date. She asked the Council to join her in recognizing the determination and suffering that many women experienced for more than 70 years to gain those rights for all Americans. (*Comments are attached as an Addendum.*)

Council Member Araskog thanked the Palm Beach County Commissioners and the Mayor for their diligence and decisions made to keep residents safe during COVID-19. She asked everyone to have a hurricane plan. She also commented that everyone needed to come together during this difficult time, and thanked staff for all they did.

Council President Zeidman reminded everyone to get a flu shot in September or October. She commented that today comments would be heard from business owners asking for help, and in September Town Manager Blouin would bring together community leaders and stakeholders as was done in March. Council would not be able to participate because of the Sunshine Law, but would be listening. She asked everyone to support the local businesses. She reminded the Council that the Business and Administrative Committee was newly formed in May and suggested we should give some thought to using that committee for business related issues. The committee is chaired by Lew Crampton and Dani Moore

#### **VIII. COMMUNICATIONS FROM CITIZENS–3 MINUTE LIMIT PLEASE**

There were no comments from the public.

#### **IX. APPROVAL OF CONSENT AGENDA**

**Item Nos. IX.B.1 and IX.B.2 were pulled and heard as X.C.1 and X.C.2 respectively.**

**Motion was made by Council Member Moore and was seconded by Council Member Crampton to approve the Consent Agenda, as amended. On roll call, the motion passed unanimously.**

**Item Nos. IX.A.1. and IX.A.1.c were deferred to the August 12, 2020, Town Council Development Review Meeting.**

**It was the consensus of the Town Council that if a member wished their comments to be attached as backup to the minutes that would be done on a case-by-case basis.**

**Motion was made by Council Member Moore and was seconded by Council Member Lindsay to approve the Consent Agenda as amended. On roll call, the motion passed unanimously.**

#### **A. MINUTES**

1. Town Council Meeting Minutes  
*Pat Gayle-Gordon, Acting Town Clerk*
  - a. June 10, 2020, Town Council Meeting Minutes  
*Deferred from the July 14, 2020, Town Council Meeting*
  - b. July 14, 2020, Special Town Council Meeting Minutes
  - c. July 14, 2020, Town Council Meeting Minutes
  - d. July 15, 2020, Town Council Development Review Meeting Minutes
2. Approval of Major Matters Considered by the Architectural Review Commission at its Meeting of July 29, 2020.  
*Wayne Bergman, Acting Director of Planning, Zoning and Building*

#### **B. RESOLUTIONS**

1. RESOLUTION NO. 60-2020 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving the Selection Committee Recommendation for Award of RFQ No. 2020-05, Mid-Town Seawall Design and Construction Management Services to GHD, Inc. in the amount of \$659,522 and an overall project budget of \$758,450.

*Dean Mealy, Purchasing Manager*

2. RESOLUTION NO. 61-2020 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving the Selection Committee Recommendation for RFP No. 2020-12, Marina Software to Dockwa, Inc. in the amount of \$32,987 for the first year and then \$30,588 for each year after, for a proposed five year contract amount of \$185,927 contingent upon satisfactory vendor performance and budget authorization.

*Dean Mealy, Purchasing Manager*

## **X. REGULAR AGENDA**

### **A. Old Business**

1. Shoreline Condition Update

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

Coastal Program Manager, Rob Weber, provided a status update on the condition of the shoreline following Tropical Storm Isaias. He displayed photographs taken on July 31 and August 3 before and after the storm, and reported that impacts to the beach were minimal.

Director of Public Works, H. Paul Brazil, provided information on the legal challenge expected from Sloan's Curve residents, and the expectation to continue work on that project next year. Council Member Crampton expressed his desire to work with Mr. Brazil on restoration issues.

Council Member Araskog thanked Mr. Brazil and Mr. Weber for their work and expressed her opinion that the renourishment had been effective.

Mayor Coniglio asked how quickly the sand transfer plant could be up and running, to which Mr. Weber responded repairs were underway and would be completed by the time bypassing volume increased. He assured the Mayor that everything was in place for the next dredging project which would not be this coming winter, but the winter thereafter.

2. Town-wide Undergrounding Project

*Steve Stern, Project Manager*

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

Project Manager, Steve Stern, provided a review of the electrical impacts caused by Tropical Storm Isaias consisting of blown fuses and downed wires. Council Member Araskog stressed that the resulting power outages had not happened in the underground areas, and expressed hope that this information would help in obtaining easements.

Project Manager Stern then provided a construction update on the Underground Utility Project for each phase and location.

### Council Comments

Council Member Moore asked if a property owner could later change an installed chicane. Mr. Stern explained that after the Town's project was complete, a property owner could always open a project with FPL, AT&T, and Comcast, and fund the move of utilities working with those service providers to design and move the equipment--then it would be the Council's decision. Town Engineer Patricia Strayer commented on the high cost of moving equipment.

Council Member Araskog asked about communication with and between residents during COVID. Mr. Stern responded there had been no shortage of communication with the impacted property owners and described the process. Council Member Araskog reminded everyone that each delay increased the expense of the project.

Council President Pro Tem Lindsay spoke about chicanes being located on certain streets and expressed her opinion that chicanes were dangerous in the right of way and they could be successfully hidden.

Council President Zeidman asked how it was determined where to place a chicane when it was on a street. Mr. Stern explained that was determined by Kimley Horn and was dependent on where utilities were located under the street.

Mr. Stern reported the remaining areas for easement acquisition were progressing slowly.

### Policy Discussion

Mr. Stern advised that the previous month Town Council had requested a policy discussion regarding future placement of utilities equipment on Town property.

Discussion ensued regarding whether to establish a policy to ban all residential utility equipment on Town property or to direct staff not to

approve any private utilities inside a public park or on Town property without Town Council's decision.

**It was the consensus of the Town Council to direct staff not to approve any private utilities inside a public park or on Town property without coming to Town Council. Council Member Araskog requested schematic drawings be provided on any case brought before the Town Council.**

Public Comment

Nicki McDonald, 34 Merrain Road, expressed her opinion that changing chicanes at a later date would be a mistake because they affected the whole street and it was important to bring the whole street together, plus it was expensive. She was afraid that giving residents that choice would only be a deterrent to them finding a location on their property.

Town Manager Blouin agreed with Ms. McDonald not to give residents an option to change the location of a chicane at a later date; that the policy should be to avoid chicanes at all costs but if there was no other alternative they would be installed and the project would move on.

Project Manager Stern reported financial summary information that the budget increase in December 2019 had been reported to FEMA and Florida Department of Emergency Management had 60 days to approve. Also, the Town had requested an extension for the performance contract for an additional 14 months.

**b. Request from Property Owner of 70 Middle Road to Remove Sidewalk on Middle Road and Via Marina to Avoid a Chicane on Via Marina**

Town Engineer Patricia Strayer presented the request and staff recommendation to Town Council to support denial of this request.

Council Member Crampton supported staff's recommendation, pointing out safety hazards for both traffic and pedestrians. He indicated all Council Members had received 7-10 letters of objection to this request from neighbors.

Council Member Araskog stated she could not support this due to the safety issue.

Council President Zeidman supported staff's decision.

Mayor Coniglio felt this was a classic example of why staff made a decision that then came back to the Town Council.

**Motion was made by Council Member Crampton and was seconded by Council President Zeidman to uphold the Staff decision to deny the request to remove the sidewalk. On roll call, the motion passed unanimously.**

*Clerk's Note: A short break was taken at 10:56 a.m. and the meeting was reconvened at 11:00 a.m.*

2. COVID-19 Update  
*Kirk W. Blouin, Town Manager*  
**TIME CERTAIN: 11:00 AM**

a. Report on COVID-19 Infections and Hospitalizations

Darrel Donatto recalled his last report had shown an increase in cases; however, behaviors had changed and improved with people being more responsible wearing masks and maintaining social distancing, resulting in an improved trend with numbers improving. The positivity rate over the last 7 days averaged 8%, still too high, which needed to be in the 5% range for the health department to better manage contact tracing. Messaging needed to continue that things were getting better but would only continue to get better if everyone continued to be responsible wearing their masks, washing their hands frequently, maintaining social distancing, and avoiding large gatherings, especially in closed spaces. Mr. Donatto applauded the community and their interest in safety, and the Town's efforts in doing everything they could to educate and obtain voluntary compliance.

Council Member Araskog asked if any of the case numbers reported were out of state. Mr. Donatto assured her they were only Florida cases.

Council President Zeidman commented the virus was transmitted through talking, singing, or just breathing and that was why masks were used. She asked about the reporting for cases per day. Mr. Donatto responded numbers got adjusted because some lab information came in later, so one should look at the numbers over time instead of just for a certain day. Council President Zeidman mentioned asymptomatic transmission and each person must make sure they were protected for whatever risks they took.

Council Member Araskog commented she had read it was not proven that someone biking or jogging by you could not infect you so you should wear a mask if you could not be 6 feet away. Council President Zeidman agreed.

Council Member Moore asked if one person tested positive multiple

times if it was double or triple counted. Mr. Donatto responded that he did not know.

Town Manager Blouin mentioned the problem of labs keeping information then doing a dump, which affected the numbers reported.

Council President Pro Tem Lindsay reported a Duke University study which tested different types of masks for effectiveness, which she asked to be included in the information. Deputy Town Manager Boodheshwar and Town Manager Blouin indicated this would be pushed out to the public and added to the alert.

Mr. Donatto reported he had researched and found the Florida Department of Health reported only the first time a person tested positive but reported every time they tested negative. He also that commented he was not sure if the Duke University mask study had been validated, but a study had come out from CDC stating that masks with an exhalation valve could harm others around you.

Council Member Crampton asked if there was a plan with dates to reopen town hall and hold meetings again in chambers. Town Manager Blouin explained it would be unsafe at this point, but after continued positivity of 5% for 14 days, it would be considered. In the interim, the Town was fully functioning with all services.

Mayor Coniglio expressed her opinion that the Town was on the right track having Council President Zeidman and the Town Manager make decisions month to month because the data was constantly changing.

Council President Zeidman thanked staff for their report.

b. Report on Compliance and Enforcement, Relative to State, County and Town Orders (*verbal report*)

Police Chief Caristo reported no compliance violations since the previous meeting.

Mayor Coniglio asked that the COVID-19 discussion be opened up to the business community. Discussion ensued regarding a letter that had been received from the Palm Beach Chamber of Commerce, what the Town of Jupiter was doing to help their business community, and holding a stakeholder meeting in the near future. Staff indicated they needed more time to prepare backup information before making this a monthly agenda item. Mayor Coniglio clarified she did not feel this needed to be a separate agenda item each month. Council President Zeidman indicated that going forward, the business community would

be included either as an item or through public comment, and that would be worked out with staff.

Public Comment

Laurel Baker commented she felt the business community discussion should be done in a smaller setting, and looked forward to meeting with whoever the Council designated to see what could be done collectively and to make the businesses aware of their responsibility not to just get a handout, but to give a hand up.

**It was the consensus of the Town Council to include an item on next month's agenda to receive input from the business community on matters related to COVID-19.**

c. RESOLUTION NO. 63-2020 A Resolution of The Town Council of The Town of Palm Beach, Palm Beach County, Florida Concurring with The Request of The Town's Chief of Police, To Extend The Chief's Declaration of The Existence Of A State of Emergency Within The Corporate Limits of The Town To September 10, 2020, Unless Earlier Terminated By The Chief of Police, At Which Time The Town Council Will Address The Need For Any Extension of The Declaration of Emergency; Providing For An Effective Date.

Town Manager Blouin explained this was the same Resolution that had been presented monthly since March to allow the Chief of Police to make decisions regarding curfews, etc.

Discussion ensued regarding the lack of Town Council input before decisions were made under this arrangement; but COVID-19 situations changed rapidly, which was why this Resolution was on the agenda every month.

Council President Zeidman read Resolution No. 63-2020 by title only.

Public Comment

Christina Lopez, 1101 North East Third Avenue, Boca Raton, was concerned her wedding might be shut down by the Police Chief. Staff explained she must abide by the rules put in place by Palm Beach County as well as the Town and gave a phone number for her to call to work through the rules with staff.

**Motion was made by Council Member Araskog and was seconded by Council Member Moore to approve Resolution No. 63-2020. On roll call, the motion passed**

**unanimously.**

3. **Palm Beach Country Club Deed and Easement Modifications with the Town of Palm Beach**  
*H. Paul Brazil, P.E., Director of Public Works*

Director of Public Works H. Paul Brazil presented this request.

**Motion was made by Council Member Crampton and was seconded by Council President Pro Tem Lindsay to allow the procedure to take place with all paperwork in order. On roll call, the motion passed unanimously.**

Public Works Director Brazil addressed the maintenance responsibilities for the area west of the Country Club and east of the Intracoastal for the full length of the Country Club property which had changed over time and needed to be brought up to date. Also in that area was an obligation for the Town to build a section of seawall in the original agreement that was never constructed, and the Country Club wanted that to remain.

**It was the consensus of the Town Council to modify the 1941 Agreement to differentiate current maintenance responsibilities of the Town from those of the Palm Beach Country Club and to return to the Town Council with the revised agreement.**

Public Works Director Brazil commented on an area in the Town going east toward the Intracoastal, just south of the Country Club and north of Bath and Tennis as one went up around the corner headed towards the seawall where there were 11 parking spaces within the right of way. These were public spaces, historically used by the Country Club, and they were requesting that those spaces be dedicated to them.

Mayor Coniglio asked if the Country Club would be willing to allow the six most easterly spaces to be designated to them, leaving five open.

Robert Schlager, President and Legal Counsel for the Palm Beach Country Club, commented that so long as no additional liability for either the Town or the Country Club was created, they were happy to designate some type of a 50/50 or 60/40 agreement.

Town Attorney Randolph responded to Council Member Araskog that it would be built into the agreement that it could be undone, and he understood the spaces would still be first come first served for the public. Council Member Araskog also expressed concern with granting spaces to one country club when another country club might be using them. Mr. Brazil noted the Mayor's solution to split the spaces addressed a lot of that concern. Council Members Crampton, Araskog, Moore, and Council President Pro Tem Lindsay expressed support.

**Motion was made by Council Member Araskog and was seconded by Council Member Crampton to authorize staff to move forward to modify the 1941 Agreement and approve six (6) parking spaces for the Palm Beach Country Club with the caveat that within the agreement there is no abandonment, and to state this modification can be changed in the future. This modification shall be subject to review by the Town Attorney. On roll call, the motion passed unanimously.**

Public Works Director Brazil discussed the proposed beautification of the area between the roadway and seawall along the ocean, with the Country Club on the western side, replacing existing plantings with low maintenance, salt tolerant native plants.

Council President Pro Tem Lindsay expressed her agreement.

Council Member Araskog requested to make sure the ocean vista was not blocked, and was told that was a code requirement.

Mayor Coniglio noted \$100,000 had been designated by the Town for this project. Mr. Schlager explained if the project went over \$200,000 the Country Club would pay the excess so that the Town would not exceed their \$100,000 budget, and if the project was under \$200,000, for example \$80,000, each party would pay \$40,000.

Council Member Crampton expressed his support.

Town Attorney Randolph advised that Director Brazil wanted Town Council consensus to allow staff to go forward and prepare this agreement and bring back for final approval.

**It was the consensus of the Town Council to move forward with the 50/50 partnership with the Palm Beach Country Club for the beautification of North Ocean Boulevard and return with the agreement for approval by the Town Council.**

*Clerk's Note: A break was taken for lunch at 1:00 p.m. The meeting reconvened at 1:30 p.m.*

4. Town Marina Project  
*H. Paul Brazil, P.E. Director of Public Works*

a. Presentation of Conceptual Plans Prepared by Fairfax, Sammons & Associates for Improvements to Town Marina Upland Amenities, Lake Drive Park and South Lake Drive

Director of Public Works H. Paul Brazil introduced Fairfax and Sammons. Ms. Anne Fairfax provided the presentation.

Council President Pro Tem Lindsay asked what material was proposed

for the Lake Trail and pedestrian paths. Director Brazil, Deputy Town Manager Boodheshwar and Carolyn Stone responded.

Council Member Moore indicated she liked the traffic circles and asked for an indication of the cost. Mr. Sammons responded they would begin with paint. She also asked about the spaces indicated for carts in the parking lots, which were for rolling carts and not golf carts.

Council Member Araskog asked if golf carts could go through the parking lots and also about the width of pathways. Mr. Sammons responded.

Council Member Crampton felt fewer transformers might be moved to cut costs and suggested a visual rendering to show the banyan trees and pergola to see if views of the water would be blocked.

Mr. Sammons clarified the raised race crosswalks had been changed and would not be raised, only painted.

Public Works Director Brazil spoke to the drainage issues with raised elements, and advised that doing traffic calming at grade using texture or paint would be a significant savings. Mr. Sammons indicated dirt would be used as a permeable surface.

Mr. Crampton suggested possible use of concrete for the paths to cut costs, and was told it was a quality issue. He congratulated Fairfax and Sammons on their excellent job.

Mayor Coniglio commented that the amenities were gorgeous but she was not sure the Town wanted a destination park, and she expressed safety concerns regarding confluence of pedestrians, cars, and the bike trail. She wanted to be sure the needs and beauty of the marina were balanced with the needs and beauty of the park for the residents.

Discussion ensued regarding raising the bike trail and cost of materials.

Public Works Director Brazil addressed costs.

Mr. Sammons responded and explained they had been asked to make improvements, not to just say something couldn't be done because it cost 10 cents more or someone's view would be blocked, and they had held a mirror up to the Town to say what you could have and show the way it really could look.

Council President Pro Tem Lindsay asked about the cost of moving the transformers and trail. Public Works Director Brazil estimated he could

have the amount by the next Council meeting.

Council Member Araskog asked for a special meeting as soon as the Public Works Director had that figure for moving the transformers and or the trail. She also asked about having one entrance into the parking, adding more seating in the park, and bringing in others who were interested in helping with the park, such as the Garden Club. She also recommended using a material other than concrete because it would crack.

Council President Zeidman liked moving the trail next to the seawall giving the greenspace more continuity and moving the transformers. She expressed her opinion that the pergola, although beautiful, might attract too many people, and the people that had the yachts might not like it so congested. She thought the benches in the park were sufficient.

Council Member Crampton summarized the conversation so far that Fairfax and Sammons had done a great job, but questions had been raised about congestion and costs, with variables of traffic calming devices and drainage. The two issues for him were the pergola and relocation of the lake trail, and he agreed with moving the transformers but needed to know the cost. He reviewed the costs of the plan presented by Kimley Horn, and Fairfax and Sammons, and concluded the goal was approximately \$2.8M or \$3M.

Council President Pro Tem Lindsay spoke about the cost and the mistake made when improvements, roadways, and traffic were not included in the original plan. She stressed this was the most highly used park and they should not quibble over a million dollars to make things right on a \$37M project, and the residents were owed a serene beautiful park and neighborhood even if it cost \$4M. She spoke in favor of making the pergola smaller and moving it, and moving the trail and transformers. Her position was to step up and bite the bullet.

Council Member Araskog pointed out initial cost figures, spoke in favor of some group seating, and keeping a specific area of green space that people loved. She was concerned about one sidewalk.

Council Member Moore expressed concern for the schedule and the budget and where additional funds would come from. Public Works Director Brazil reviewed options. Council Member Moore felt some things could be delayed. She indicated moving the trail for traffic calming and the parking lots were priorities and expressed concern that the pergola might create a destination for people.

Council Member Crampton suggested using some reserves and expressed frustration not knowing the costs. He was told the cost of the pergola was estimated at \$400,000.

Mayor Coniglio did not favor spending \$700,000 to move transformers and felt the conversation was going in circles.

Town Manager Blouin suggested establishing a budget, but the costs were not known.

Director Brazil suggested going to the next step in the process which was to do preliminary design work to come up with cost estimates for the Council. The most pressing item was installation of a conduit for the transformers and the other things could be decided over the next two months. He asked Council to approve the Resolution for \$50,000 to get the consultant going on 30% plans. Staff would provide a menu to Council of things that needed to be done now and alternatives over time for other items.

Council President Pro Tem Lindsay asked also for the cost to do the trail against the bulkhead now. She wanted to see the cost for a best case scenario if Council decided to pivot and do everything now. She felt the plan did not yet meet the standard for Palm Beach and wanted to look at everything and the full amount that would be needed. She was willing to let the pergola go at \$400,000.

Council President Zeidman commented her list was to move the trail and transformers, and make the traffic calming changes. She thought using a different material helped a lot. She was willing to lose the pergola, even though she liked it.

Council Member Araskog stated she liked the balustrade, she felt everything had been included except the pergola, and asked about the public bathroom. Response was the Peruvian bathrooms could be isolated and keyed to match the Peruvian gate to the dock.

All of the Council Members indicated they liked the balustrade.

Director Brazil indicated he would let Council President Zeidman know if he was able to get cost figures earlier than next Council meeting so that a special meeting could be held if desired.

Ms. Fairfax announced their Landmarks Preservation Commission meeting and public comments on August 19 might help move things along. Mr. Brazil indicated he would include that in Council's package for the next meeting.

### Public Comment

Miguel Rosales, Australian Avenue, Friends of Lake Drive Park, spoke on behalf of condo residents and expressed their support for the parking improvements, and suggested a crosswalk at Australian Avenue. He commented the traffic calming was great, but the pergola was unnecessary and would block views of the water. He commented moving the lake trail would be extremely expensive and that money could be used for green spaces, and the transformers could be screened very well. They liked the balustrade but would like to see it extended. They did not like all angled parking but wanted some spaces not angled. He asked to keep the park a green passive park.

Town Attorney Randolph confirmed the letter received that morning from Alan and Gordon was a part of the public record.

**Staff was directed to remove the pergola and raised traffic calming devices prior to presentation to the Landmarks Preservation Commission for an informal review and return to Council with amended costs and plans.**

*Clerk's note: A short break was taken at 4:02 p.m. The meeting reconvened at 4:07 p.m.*

### b. Discussion Regarding Potential Change to Architecture of Dock Buildings

Council President Zeidman introduced this item.

Richard Sammons, Fairfax and Sammons, gave the presentation.

Council Member Moore questioned the procedure going forward for making an alteration to a building that had already been through the entire process and approved by ARCOM.

Public Works Director Brazil outlined the procedure to be followed. He believed this change would alter the schedule for opening the marina.

Council Member Araskog suggested starting with the building with the most changes and delaying the smaller buildings. Director Brazil responded.

Council Member Lindsay discussed construction materials, construction time, and scheduling for opening the buildings, with Director Brazil and Mr. Sammons.

Council Member Crampton did not want to alter the schedule at this point.

Town Manager Blouin suggested opening the marina while finishing some detail work.

Mr. Sammons noted the changes were all on the outside of the buildings.

Mayor Coniglio expressed concern regarding potential legal challenges.

Town Attorney Randolph advised all parties that had been involved in this project must agree, then the project needed review and public notice.

Discussion ensued regarding how much time the process could take. It would hinge on whether the architect of record, Mr. Gonzalez, would work with the Council.

Director Brazil asked Council not to direct him on how to retain the professional services, but decide if they wanted to change the buildings and then let him go through the process of selecting consultants.

Council President Pro Tem Lindsay discussed the timing of when she had looked at the project and broached the idea of changes. She stated if she had known there was a cone of silence she would not have asked a feasibility question.

Zoning Manager Paul Castro advised these types of changes with ARCOM would require a 30-day notice. He would have to consult with Director Bergman on holding a special meeting.

Council Member Moore expressed anxiety that the process was not being followed.

Council Member Crampton felt the risks were too great to go off the current track.

Council Member Araskog felt it was worth it to try to get the Brazilian building.

Zoning Manager Castro advised this was not a revision because this project was already approved and this was like starting over with the same house. He suggested the smaller buildings possibly could be staff approved, but the larger building would have substantial changes and that would require a 30-day notice.

**Motion was made by Council Member Araskog, and seconded by Council President Pro Tem Lindsay to direct staff to research the possibility of architectural changes and advise Council within 30 days.** During discussion of the motion, Director Brazil stated he had done the research and the changes could not be done and maintain the schedule. **The motion was withdrawn.**

c. RESOLUTION NO. 62-2020 A Resolution of the Town Council of the Town Of Palm Beach, Palm Beach County, Florida, Increasing Purchase Order No. 190332 to Baird and Associates, Inc., in the Amount of \$50,000, for Consulting Services to Obtain Landmarks Preservation Commission Certificate of Appropriateness and Town Council Site Plan Approval, Thereby Increasing the Purchase Order from \$1,706,229.25 To \$1,756,229.25.

Council Member Crampton read Resolution No. 62-2020 by title only.

**Motion was made by Council Member Araskog and was seconded by Council President Pro Tem Lindsay to approve Resolution No. 62-2020. On roll call, the motion passed unanimously.**

d. RESOLUTION NO. 64-2020 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Increasing Purchase Order No. 200662 to Murray Logan Construction Inc., in the Amount of \$700,000, for Installation of Additional Conduit, Pull Boxes and Cable to Facilitate the Lake Drive Park Redesign Project, Thereby Increasing the Purchase Order From \$21,115,772.13 to \$21,815,772.13.

**Resolution No. 64-2020 was withdrawn.**

*Clerk's note: A short break was taken at 5:20 p.m. The meeting reconvened at 5:25 p.m.*

## **B. New Business**

1. Consideration of Proposal from the Preservation Foundation to Complete a Masterplan for Improvements at Phipps Ocean Park  
*Jay Boodheshwar, Deputy Town Manager*

Amanda Skier, Executive Director of the Preservation Foundation of Palm Beach, presented the request.

Council Member Moore expressed thanks to the Preservation Foundation for their wonderful \$140,000 gift to underwrite the survey of Phipps Ocean Park.

Council Member Araskog also expressed her thanks for their gift and for their intent to use native plants.

Council Member Crampton expressed his support for the project, and commented there were interactive elements to this proposal.

Council President Pro Tem Lindsay commented this was another way to educate residents on native plants, and expressed her thanks.

**Motion was made by Council Member Araskog and was seconded by Council Member Crampton to accept the proposal from the Preservation Foundation of Palm Beach to complete a Masterplan for improvements at Phipps Ocean Park. On roll call, the motion passed unanimously.**

2. Ownership and Use of Beach and Accesses Between Wells Road and Root Trail  
*H. Paul Brazil, P.E., Director of Public Works*

Director of Public Works, Paul Brazil presented background material.

Council Member Araskog asked if there would be a perpetual easement. Director of Public Works Brazil confirmed there would be the same easement that was signed in the past. She commented she had spoken to property owners to let them know they could get permits for private signs. She favored paid parking.

Council Member Crampton felt the Council needed to provide a clear message to the Chief of Police and police force that this area should get special attention especially at the beginning of the season, and parking signs should be a part of direction to Town staff to help solve this problem.

Council President Pro Tem Lindsay expressed her agreement.

Mayor Coniglio favored placing the placard closer to the beach for Sunset Avenue and being more diligent about enforcement; controlling parking on County Road with code enforcement; and possibly banning dogs from the

beach. Director of Public Works Brazil assured her that FEMA would accept the easements the Town had historically used, and that the Army Corps would now be doing storm restoration at Midtown.

Council President Zeidman remarked that paid parking on County Road and Sunset Avenue and use of placards would be helpful in calming some of the recent behaviors on that beach. She highlighted that this beach has public access but that it is not a Municipal Beach. She talked about the rules which govern Municipal beaches and asked which rules apply to a public access beach. She commented that residents living in that area who took their dogs to that beach had them on leashes which had been previously approved by ordinance early this year. She described two incidences of trespassing on private property trespassing on private property while meeting with concerned neighbors. She pointed out that visitors may not be aware of the rules and asked if signage was in place.

Town Manager Blouin asked for direction on paid parking.

Police Chief Caristo reported how his officers had been dealing with parking problems.

Discussion ensued regarding what had been decided in the past, and that dogs were not on today's agenda.

#### Public Comment

Jeff Katzen commented what was going on had destabilized their neighborhood. Just some of the issues he mentioned were dog fights, disrespect, use of alcohol, unleashed dogs, Uber bringing loads of people and then picking them up later, people trespassing on private property, drugs, and that the police were overwhelmed. He stressed this was a real problem with much more dire circumstances than three or four months ago. He felt parking should be enforced better, stated enforcement was key, and the Council should come together with the residents and understand the level of anxiety in the community.

Chad Hoeft reported his neighborhood was no longer a hidden oasis, that their beach was being treated as a second class beach, objected to dogs required to be on leashes, felt all public beach accesses should have the same rules, and this area should not be addressed separately by taking away parking since people could Uber there.

Robert Meister expressed his frustration with lack of police protection from the mobs that were coming onto his beach. He stated they were frightened to even use their pool. He asked that the management of the Town and the police control this problem. He asked the Council to take care of them and of themselves as well.

Barbara Meister commented she walked the dogs at night and there were scary people out on the beach every night, and this was not a joke any more. They had three people arrested who got into their beach house. She reported the people coming to the beach were not people with manners, and she had on video a man telling her husband to call the police on him, that they wouldn't do anything, and she thought others also thought that way.

Matt McCormick spoke about the restrictions limiting beach use by residents and asked Town Council to think about residents and not just outsiders or people who had mansion properties.

Council President Zeidman assured the residents the problem would be fixed.

Discussion ensued regarding parking at different locations.

Police Chief Caristo clarified the ATV patrol covered all beaches on the entire island but were mainly in the south end unguarded beaches.

**Motion was made by Council President Pro Tem Lindsay and was seconded by Council Member Moore to install metered parking on the 100 block of Sunrise Avenue and also to install metered parking on North County Road between Root Trail and Wells Road at the rate of \$3 per hour. On roll call, the motion passed unanimously.**

#### Public Comment

Robert Meister commented again that he wished to thank the Council for the job they were doing but wanted the police to understand how dangerous it was at night with people jumping over your walls onto your property and he pleaded with the Police Chief to protect the 11 houses on their street because everyone was scared to do anything. He reported his friend Bon Jovi had moved away for safety.

Discussion ensued about hours of beach operation. Director Brazil commented that the rules were for public beaches and this was not a public beach. Council Member Crampton suggested a very large sign just for that spot enumerating everything that could not be done. Town Manager Blouin commented they recently made up a few signs but would readdress that again. Police Chief Caristo noted because of COVID-19 all beaches were closed from sunset to sunrise right now because of the emergency order, but when that was lifted it would revert back to code. Council President Zeidman commented then it would need to go to the ORS Committee.

### **C. Matters Pulled From Consent Agenda: If needed**

1. RESOLUTION NO. 60-2020 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving the Selection Committee Recommendation for Award of RFQ No. 2020-05, Mid-Town Seawall Design and Construction Management Services to GHD, Inc. in the amount of \$659,522 and an overall project budget of \$758,450.

Director Brazil presented the resolution for the seawall, which had come to the end of its useful life. He explained this required environmental permitting, and a lot of study was required for the design and construction specifications. The most qualified firm had been chosen, and the price was in line or slightly lower than expected.

Council Member Araskog stated since this was \$750,000 for engineering, she wanted the public to know.

**Motion was made by Council Member Araskog and was seconded by Council President Pro Tem Lindsay to approve Resolution No. 60-2020. On roll call, the motion passed unanimously.**

2. RESOLUTION NO. 61-2020 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving the Selection Committee Recommendation for RFP No. 2020-12, Marina Software to Dockwa, Inc. in the amount of \$32,987 for the first year and then \$30,588 for each year after, for a proposed five year contract amount of \$185,927 contingent upon satisfactory vendor performance and budget authorization.

Council President Pro Tem Lindsay stated she requested this item pulled from the Consent Agenda because there were unanswered questions.

Director of Business Development Carolyn Stone announced Dockwa would be a partner with the Marina staff to streamline customer service, booking, and website experiences.

Director Brazil explained that this was a year-to-year contract slated for 5 years (three years with two one-year options), however, each year was contingent upon budget approval, and this was the best price they could get.

**Motion was made by Council President Pro Tem Lindsay and was seconded by Council Member Crampton to approve Resolution No. 61-2020. On roll call, the motion passed unanimously.**

## **XI. ANY OTHER MATTERS**

Council Member Araskog expressed disappointment with the attacks today and hope that in the future the Council Members did not attack each other. She stated she respected all of the members.

**XII. ADJOURNMENT**

The meeting was adjourned at 7:08 p.m. without benefit of a motion or roll call.

APPROVED:

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Margaret A. Zeidman, Town Council President

ATTEST:

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Patricia Gayle-Gordon, Acting Town Clerk

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Date

## **Comments Made by Bobbie Lindsay, President Pro Tem, at the August 11, 2020 Town Council Meeting**

Next week, August 18, 2020 is the 100<sup>th</sup> Anniversary of Women's Right to Vote in America.

As a woman who was able to vote in her first presidential election at 18, I want to recognize the efforts of multiple generations of American women, of all races, who began in 1848 and worked tirelessly for women's rights, and especially for the right to vote. Many suffered great injustices, such as jail time and ostracism for their activism.

When the first Women's Rights Convention was held in 1848 in Seneca Falls New York, only a white man could call America a democracy. Women had no legal rights to attend Universities, or to be employed in most professions. After marrying, a husband and wife were considered legally one and the one person was the husband. Also upon marrying, a woman not only lost her right to manage her money, but she had to give her wages to her husband if she worked and was prohibited from owning property under her own name. If her marriage ended by other than death of her husband, the custody of their children automatically went to the husband. At this time, about 10% of American women were slaves, and subject to having their children sold. Masters who raped their slaves, did so without legal consequences.

Many of the boldest women who started this movement and spent their lives pursuing women's rights did not live to see Women's suffrage become law in 1920. Numerous women who peacefully picketed the White House under President Woodrow Wilson during WWI, were jailed for months under deplorable conditions, often under trumped up charges. When Alice Paul, a suffragette went on a hunger strike in jail during her 7 month sentence for "obstructing traffic", she was force fed and threatened with being moved to an insane asylum.

Elizabeth Cady Stanton, Susan Anthony, Harriet Forten Purvis, Sojourner Truth, and many others who had spent their lives pursuing women's rights were no longer living in 1920.

When the 19<sup>th</sup> amendment was ratified a hundred years ago, approximately 30 M women gained the right to vote all at once, the largest number in our history to receive that right simultaneously.

President Woodrow Wilson, who had resisted the movement, finally supported the 19<sup>th</sup> amendment because of women's contributions during WWI.

In 1920, after ratification, one of the primary suffrage organizations changed its name to the League of Women Voters, which lives on today. As we honor and remember this anniversary, it's also important to acknowledge that after ratification, some states moved to restrict minority women (and men) from voting until 1965 when President Lyndon Johnson signed the Voting Rights Act.

Please join me in recognizing both the determination and suffering that many women experienced for more than 70 years to gain these rights for all Americans. Wear white next Tuesday, August 18<sup>th</sup>, and remember that if not for them, we might not be active participants in government today.

Bobbie Lindsay, 8/10/2020



# TOWN OF PALM BEACH

## Minutes of the Development Review

### Town Council Meeting

Held on August 12, 2020

#### **I. CALL TO ORDER AND ROLL CALL**

The Development Review Town Council Meeting was called to order August 12, 2020 at 9:30 a.m. digitally via Zoom Webinar. On roll call, all of the elected officials were found to be present.

#### **II. INVOCATION AND PLEDGE OF ALLEGIANCE**

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

#### **III. COMMENTS OF MAYOR GAIL L. CONIGLIO**

None

#### **IV. COMMENTS OF TOWN COUNCIL MEMBERS**

Council Member Araskog acknowledged that while anxiety is high with COVID, she thought Commissioners and Committees should work together. She noted Committee members were volunteers and were working hard, and she thanked them for their work. Council President Zeidman stated the Town Council should set the example.

Council Member Crampton commented he enjoyed working together, and while the previous day had been difficult, he asked everyone to work together to provide the best possible result for the residents.

Council President Zeidman also mentioned the previous day had been difficult, that each of the Council members had different opinions. She expressed her admiration to Council President Pro Tem Lindsay for stepping out of her comfort zone to try to do what was best for the Town and working with staff and experts to make the Marina world class. She acknowledged the work and generosity of resident architects, Anne Fairfax and Richard Sammons, who offered their perspective on the architecture of the marina buildings.

#### **V. COMMUNICATIONS FROM CITIZENS - 3 MINUTE LIMIT PLEASE**

There were no requests to speak at this time.

#### **VI. APPROVAL OF AGENDA**

**The following modifications were made to the agenda:**

Deferral of Item VII.A.1 (a) to the October 14, 2020 meeting.

Deferral of Item VII.A.1 (c) to the September 9, 2020 meeting.

Deferral of Item VII.A.1 (d) to the September 9, 2020 meeting.

Deferral of Item VII.A.2 (b) to the September 9, 2020 meeting.

Council President Pro Tem Lindsay inquired about the number of deferrals for Z-18-00134, 977 N. Ocean Blvd. Zoning Member Castro stated there have been many deferrals and added that the application originated in 2018. He stated that ARCOM had been deferring the application and therefore it had been deferred at the Council level. Mr. Castro stated that his understanding was that it would appear on the September ARCOM agenda and then the October Town Council agenda, if approved at ARCOM. Town Attorney Randolph stated that the Code states that a deferral will be approved if deferred at ARCOM or LPC. Maura Ziska, attorney for the project, provided a history of the project and acknowledged that she requested her third and last deferral at ARCOM. Ms. Churney stated the project was last presented at ARCOM January 29, 2020.

**Motion was made by Council Member Moore, and seconded by Council Member Araskog, to approve the agenda, as amended.**

Town Attorney Randolph clarified this motion did not include application #Z-19-00236.

**Motion carried by unanimous vote.**

Council President Zeidman announced housekeeping items and issues left over from the previous day would be considered at this point.

Council President Zeidman noted Council Member Araskog had made several changes to the minutes and commented that if this many changes were going to be made, perhaps the minutes should be reviewed by Council Member Araskog first. She stated the minutes in the past were practically verbatim, which took a lot of preparation time, and cautioned against too many details.

**Motion was made by Council Member Araskog and seconded by Council Member Crampton to approve the Town Council Meeting Minutes for June 6, 2020 and July 14, 2020 minutes as amended. Motion carried unanimously.**

Council President Zeidman asked for clarification of the previous day's discussion of the Lake Drive Park. Deputy Town Manager Jay Boodheshwar confirmed that the two items to be removed were the pergola and the traffic calming devices.

## **VII. DEVELOPMENT REVIEW**

### **A. Variances, Special Exceptions, and Site Plan Reviews**

#### **1. Old Business**

- a. **Z-18-00134 SPECIAL EXCEPTION WITH SITE PLAN REVIEW AND VARIANCE(S)** Zoning District: R-A Estate Residential The application of Charles "Rusty" Holzer, Applicant, relative to property located at 977 S OCEAN BLVD, legal description on file, is described below. 1) Section 134-840 and 134-893(c): Special Exception with Site Plan Review to allow the construction of a 6,546 square foot two story residence on a non-conforming lot that is 76.5 feet in depth in lieu of the 150 foot

minimum required in the R-A Zoning district and 12,813 feet in area in lieu of the 20,000 square foot minimum area required in the R-A Zoning district. 2) Section 134-843(a)(5): A request for a variance to allow the proposed residence to have a front setback of 21.2 feet in lieu of the 35 foot minimum required in the R-A Zoning District. 3) Section 134-843(a)(9): A request for a variance to allow the proposed residence to have a rear setback of 10 feet in lieu of the 15 feet minimum required in the R-A Zoning District. In addition, to allow the balconies to extend 3 feet from the building in lieu of the 2 feet maximum allowed. 4) Section 134- 1757: A request for a variance to allow the proposed residence to have a swimming pool rear setback of 5.3 feet in lieu of the 10- foot minimum required in the R-A Zoning District. 5) Section 134-843(a)(11): A request for a variance to allow the proposed residence to have a Lot Coverage of 33.32% in lieu of the 25% percent maximum allowed in the R-A Zoning District. 6) Section 134-843(a)(6)b: A request for a variance to allow the proposed residence to have an Angle of Vision of 136 degrees in lieu of the 116 degrees maximum allowed in the R-A Zoning District. 7) Section 134-843(a)(7): A request for a variance to allow the proposed residence to have a Building Height Plane setback range of 21.2' to 29.9' in lieu of the range of 35' to 42' 11 1/4" minimum required in the R-A Zoning District for this proposed house. [Applicant's Representative: Maura Ziska Esq] [The Architectural Review Commission deferred this project to their September 23, 2020 meeting at the request of the attorney. Carried 7-0] Request for Deferral to the October 14, 2020 Town Council Meeting per Letter Dated July 30, 2020 from Maura Ziska.

*This project was deferred to the October 14, 2020 meeting at approval of the agenda.*

- b. **Z-19-00236 VARIANCE(S)** Zoning District: R-B Low Density Residential The application of Jennifer J. Naegele, Applicant, relative to property located at 70 MIDDLE RD, legal description on file, is described below. The applicant is undertaking a renovation of a 3 story landmarked residence located in the R-B Zoning District. The renovation includes a 91 square foot laundry room addition to the northwest corner of the house; a 191 square foot covered terrace addition on the north side of the house; and a 60 KW generator proposed in the street side yard along Via Marina. The following variances are being requested: 1) Sec. 134-1729: a variance to allow a 60 KW generator to be placed in the street side yard along Via Marina with a setback of 8.5 feet in lieu of the 25 foot minimum required. 2) Sec. 134-893(11): a variance for lot coverage for the laundry room addition of 34.47% in lieu of the 33.07% existing and the 30% maximum allowed. 3) Sec. 134-893(13): a variance for a cubic content ratio ("CCR") for the laundry room and covered terrace of 8.85 in lieu of the 8.32 existing and the 3.95 maximum allowed. 4) Sec. 134-893(7): a variance for a north side yard setback of 7.6 feet in lieu of the 12.5 feet minimum

required for the laundry room addition. 5) Sec. 134- 893(7): a variance to convert the existing flat roof to a covered balcony with railing that will have a north side yard setback of 7.6 feet in lieu of the 15 foot minimum required. [Applicant's Representative: Maura Ziska Esq] [Landmarks Preservation Foundation Recommendation: Implementation of the proposed variances will not cause negative architectural impact to the subject landmarked property. Carried 7-0.] [The Landmarks Preservation Commission approved the project as presented with the condition that the homeowner voluntarily grants the utility easement. Carried 7-0]

At this time, Administrative Specialist Churney swore in Frank Lynch and Paul Castro.

Council Member Araskog stated that she favored a deferral because the owner does not have the technology to participate in a ZOOM meeting, which the town uses to reduce exposure to the Coronavirus. She added that if not deferred, the owner might be seen in any future Court issue as not having been afforded the ability to appear in person.

Town Attorney Randolph advised this was not a simple request for deferral, but the applicant had requested this be deferred to the October meeting as opposed to the September meeting. He cautioned that any other people speaking should only speak to the deferral and not to the substance of this application. The Town Attorney noted the applicant had indicated several reasons for a deferral, and he thought she would have liked those read into the record, but that was not necessary since Council had received the deferral request. She did not want to appear in person because of COVID, and he had conferred with Wayne Bergman, Director of Planning, Building and Zoning, who confirmed the deferral was acceptable.

Mr. Bergman commented the applicant had documented several items in her email request, including requesting the Town to defer her application to September.

Council Member Araskog received clarification from the Town Attorney they could defer until September, and if need be then defer again until October, which she supported.

Council Member Crampton supported the deferral to give the applicant time to prepare and to give staff time to work with her.

There were no public comments.

Council Member Araskog stated that the applicant had to meet with professionals before moving forward.

**Motion was made by Council Member Crampton, and seconded by Council Member Araskog to defer Z-19-00236, 70 Middle**

**Road to the September 9, 2020 meeting. Motion carried unanimously.**

- c. **Z-20-00260 SPECIAL EXCEPTION WITH SITE PLAN REVIEW WITH VARIANCE(S)** Zoning District: R-B Low Density Residential The application of Matthew and Anne Iorio, Applicant, relative to property located at 131 SEAVIEW AVE, legal description on file, is described below. Section 134- 8939(c): Special Exception with Site Plan Review to allow the renovation of an existing two story residence and swimming pool by demolishing more than 50% cubic footage on portions of platted lots with a depth of 97.12 feet in lieu of the 100 foot minimum required in the R-B Zoning District and an area of 9,712 in lieu of the 10,000 square foot minimum required in the R-B Zoning District. The request is to demolish a 1 story/237 square foot exercise room in the rear of the house; a 1 story/720 square foot Florida room in the rear of the house; and add a 386 square foot two story family room (first floor) and bedroom (second floor); and a 292 square foot loggia. The following variances are being requested: 1) Section 134-893(b)(5): a front yard setback of 24.9 feet in lieu of the 30 foot minimum setback required; 2) Section 134-893(b)(7): a west side yard setback of 4.9 feet in lieu of the 4.9 feet existing and the 15 foot minimum setback required; 3) Section 134-893(b)(11): a lot coverage of 31.3% in lieu of the 30% maximum allowed; 4) Section 134-893(b)(13): a cubic content ratio of 6.90 in lieu of the 6.99 existing and the 4.03 maximum allowed; 5) Section 134-893(b)(12): a landscape open space of 33% in lieu of the 45% minimum required; 6) Section 134-1757: an east side yard setback for the swimming pool of 6 feet in lieu of the 10 foot minimum required. [Applicant's Representative: Maura Ziska Esq] [The Architectural Review Commission Recommendation: Implementation of the proposed variances will not cause negative architectural impact to the subject property. Carried 7-0.] [The Architectural Review Commission approved the project with a condition relating to landscape. Carried 7-0.]  
*This project was deferred to the September 9, 2020 meeting at approval of the agenda.*

- d. **Z-20-000262 SPECIAL EXCEPTION WITH SITE PLAN REVIEW AND VARIANCE(S)** Zoning District: R-D(2) High Density Residential The application of The Ambassador Hotel Cooperative Apartments Corp., A Florida Corporation (Richard Schlesinger, President), Applicant, relative to property located at 2730 S OCEAN BLVD, legal description on file, is described below. The following zoning relief is being requested: 1. Section 134-1055 (16.): Special Exception approval to modify the existing condo-hotel use in the R-D(2) Zoning District. 2. Section 134- 327: Site plan approval for the modifications to the existing condo-hotel site as identified above. 3. Section 134-1064: Special exception approval for the new balconies on the third, fourth and

fifth floors. 4. Section 134-1060 (6)(f): Variance request for the proposed redevelopment to include the addition of balconies on the south side of the building that will encroach into the south side yard setback by a 30 inches thus a variance request for a setback of 27.5 feet in lieu of the 30 foot minimum required. 5. Section 134-2172: Variance to allow the proposed off-street, valet-operated parking, to be tandem and stacked in lieu of the code required off-street parking standards related to size of spaces and access. The code requires parking spaces to be designed so that a vehicle can be removed without the necessity to move another vehicle. The proposed parking is modifying and adding parking areas designed with stacked (tandem) and lift parking. 6. Section 134-1064: Variance to allow the lot coverage to be 44.9% in lieu of the 23.7% existing and the 22% maximum allowed in the R-D(2) Zoning District for 5 story buildings (the building is 7 stories with a lower level floor area). 7. Section 134-1060(6): Variance to allow a north side yard setback of 15 feet in lieu of the 30 foot minimum required for the under dune garage. 8. Section 134-1064(b)(3): Variance to allow a height of 68.96 feet in lieu of the 62.5 maximum allowed for the Penthouse additions (7th floor). [Applicant's Representative: Maura Ziska Esq] [Architectural Review Commission deferred this project to the August 26, 2020 meeting at the request of the attorney. Carried 7-0.] Request for Deferral to the September 9, 2020 Town Council Meeting per Letter Dated July 30, 2020 from Maura Ziska.

*This project was deferred to the September 9, 2020 meeting at approval of the agenda.*

## 2. New Business

- a. **Z-20-00264 VARIANCE(S)** Zoning District: R-B Low Density Residential The application of Christopher J. and Jennifer Lazzara, Applicants, relative to property located at 272 QUEENS LN, legal description on file, is described below. A request for a flood plain variance in order to construct the previously approved 3,468 square foot addition with a finished floor elevation of 5.5 feet North American Vertical Datum ("NAVD") in lieu of the 7 foot NAVD required when construction exceeds 50% of the market value of the residence. [Applicant's Representative: Maura Ziska Esq] [Landmarks Preservation Commission Recommendation: The proposed development will not preclude the building's continued designation as a historic building and the variance is the minimum necessary to preserve the historic character and design of the building. Carried 7- 0.] [The Landmarks Preservation Commission deferred the project to the August 19, 2020 meeting. Carried 7-0.]

Ex-parte communication was disclosed by Council Members Moore and Araskog.

Maura Ziska, Attorney for the applicant, presented the zoning requests.

Jason Skinner, Dailey Janssen Architects, reviewed the architectural plans.

Zoning Manager Castro provided staff comments.

Mayor Coniglio commented that this project was de minimis in its request to be a good neighbor.

Council Member Crampton expressed his support for the project.

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

**Motion made by Council Member Araskog and seconded by Council Member Crampton that Variance Z-20-00264 shall be granted and find in support thereof that all criteria applicable to this application as set forth in Section 134.201(a) items 1 through 7 have been met, and providing that the property owner did voluntarily commit that prior to the issuance of a building permit to either provide a recorded utility easement or an easement agreement satisfactory to the town that ensures a recorded easement will be granted if necessary to underground utilities in the area. Motion carried unanimously.**

- b. **Z-20-00265 SPECIAL EXCEPTION WITH SITE PLAN REVIEW** Zoning District: R-B Low Density Residential The application of Carlos Musso, Sr., Applicant, relative to property located at 110 SEAGATE RD, legal description on file, is described below. Special Exception with Site Plan Review to allow the construction of a 4,201 square foot two-story new residence on non-conforming portions of platted lots with a depth of 96.12 feet in lieu of the 100 foot minimum depth required in the R-B Zoning District. [Applicant's Representative: Maura Ziska Esq] [The Architectural Review Commission deferred this project to their August 26, 2020 meeting. Carried 7-0] Request for Deferral to the September 9, 2020 Town Council Meeting per Letter Dated July 30, 2020 from Maura Ziska.

*This project was deferred to the September 9, 2020 meeting at approval of the agenda.*

- c. **Z-20-00266 SITE PLAN REVIEW** Zoning District: R-AA Large Estate Residential The application of 1960 SOUTH OCEAN BLVD LLC, Owner, relative to property located at 1960 S OCEAN BLVD, legal description on file, is described below. Section 134-1729(2): Site Plan Review request to have a new 180 KW generator to be enclosed In a 525 square foot building on the subject property. The proposed generator and building enclosure is replacing an existing generator and generator building and will meet the setback requirements. [Applicant's Representative:

Maura Ziska Esq]

There were no ex parte communications disclosed.

Maura Ziska, Attorney for the applicant, presented the application.

Zoning Manager Castro provided staff comments.

Council Member Crampton inquired about the location of the project. Ms. Ziska responded.

Council Member Moore had no objections.

Council Member Araskog asked about ARCOM approval and was told they had approved it.

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

**Motion was made by Council Member Araskog, and seconded by Council President Pro Tem Lindsay, that Site Plan Z-20-00266 be approved based upon the finding that the approval of the Site Plan will not adversely affect the public interest; that the Council certifies that the specific zoning requirements governing the individual use have been met and that satisfactory provision and arrangement have been met concerning Section 134-329 items 1 through 11; and providing that the property owner did voluntarily commit that prior to the issuance of a building permit to either provide a recorded utility easement or an easement agreement satisfactory to the Town that ensures a recorded easement will be granted if necessary to underground utilities in the area. Motion carried unanimously.**

- d. **Z-20-00267 VARIANCE(S)** Zoning District: R-B Low Density Residential The application of Jeff and Nicola Marcus (Contract Purchasers), Applicants, relative to property located at 920 N LAKE WAY, legal description on file, is described below. The applicant is proposing a renovation to the property that includes the demolition of a 337 square foot cabana, demolition of 52 square feet from existing loggia, demolition of 23 square feet from the south side of the house, adding a new 200 square foot entry, adding 143 square feet to the existing loggia and small additions to the house on the north and south side. The following variances are being requested: 1. a north side yard setback for the one story addition ranging from 8.7 feet to 10.4 feet (to match existing) in lieu of the 15 foot minimum required; 2. a south side yard setback for the second floor addition with terrace of 9.9 feet (to match existing) in lieu of the 15 foot minimum required; and 3. lot coverage of 30.5 % in lieu of the

30 % maximum allowed for the proposed additions (no net change to existing lot coverage calculation of 30.5%). [Applicant's Representative: Maura Ziska Esq] [Architectural Review Commission Recommendation: Implementation of the proposed variances will not cause negative architectural impacts to the subject property. Carried 7-0.] [The Architectural Review Commission approved the project as presented with conditions related to the landscaping. Carried 7-0.]

At this time, Administrative Specialist Churney swore in Michael Perry.

Ex parte communications were disclosed by Council Members Araskog and Moore.

Maura Ziska, Attorney for the applicant, presented the zoning requests.

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

Zoning Manager Castro provided staff comments.

Council Member Araskog inquired about the setbacks requested. Ms. Ziska responded. Council Member Araskog asked what the hardship was for the application. Ms. Ziska responded.

Mayor Coniglio was in favor of the project.

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

**Motion made by Council Member Crampton and seconded by Council Member Moore that Variance Z-20-00267 shall be granted and find in support thereof that all criteria applicable to this application as set forth in Section 134.201(a) items 1 through 7 have been met, and providing that the property owner did voluntarily commit that prior to the issuance of a building permit to either provide a recorded utility easement or an easement agreement satisfactory to the town that ensures a recorded easement will be granted if necessary to underground utilities in the area. Motion carried unanimously.**

- e. **Z-20-00268 SPECIAL EXCEPTION WITH SITE PLAN REVIEW** Zoning District: R-B Low Density Residential The application of The Society of the Four Arts, Inc. (c/o Dr. Philip B. Rylands, President and CEO), Owner, relative to property located at 100, 101, 102 and 103 FOUR ARTS PLAZA, 240 COCOANUT ROW, AND 434 SEASPRAY AVE, legal description on file, is described below. Section 134-890(9) - The Society of the Four Arts (Applicant) requests a modification to the existing nonprofit cultural center Special Exception (legally described in Exhibit A-1), to allow the addition of a 0.56-acre property (legally described in

Exhibit A-2) located at 434 Seaspray Avenue ("Site"), into Applicant's campus. The Site is developed with a single family house and accessory structures. The Applicant proposes to relocate its President/CEO's living quarters from the third floor of the John E. Rovensky Building ("Building") to the Site. The intent is to renovate and reconfigure the vacated 2,105 square foot (sq. ft.) living quarters to create a meeting room, archive space and storage spaces, in accordance with the Proposed Floor Plan ("Plan"). [Applicant's Representative: Harvey E Oyer III Esq]

At this time, Administrative Specialist Churney swore in Harvey Oyer and Roger Ramdeen.

Ex-parte communications were disclosed by Council Members Araskog, Moore, and Council President Pro Tem Lindsay.

Harvey Oyer, Attorney for the applicant, presented the proposed application.

Zoning Manager Castro provided staff comments.

Council Member Araskog agreed with Mr. Castro that a declaration of use agreement should be included with the application, and it should be strict to prevent nonprofit commercial activity in a residential neighborhood.

Council Member Crampton commented this was a large property suitable to large gatherings, and felt notification should be given to the neighborhood before a major gathering in excess of 20 people, and that this should be in the Declaration of Use Agreement.

Council Member Moore inquired about the hardship for the application. Mr. Oyer responded there were two issues, a real estate tax, and the employment agreement did not include living quarters outside the campus, so that would create a very large income tax event for Mr. Rylands. Also, he felt the declaration of use should utilize all of the property in the same way a single family homeowner could have used it without any restrictions, but assured the Council there would be no active programming of the Four Arts. Mr. Castro responded.

Council President Pro Tem Lindsay expressed concern expressed by neighbors in the encroachment into the neighborhood. Mr. Castro responded. Council President Pro Tem Lindsay expressed her opinion the declaration of use should be very tight.

Council Member Araskog questioned whether notice had been given to the new neighbor. Mr. Castro did not know. She asked if approval were given today, that extra time be provided to make sure all conditions were included and not bound to only what had been discussed today.

Town Attorney Randolph advised unless Council was prepared to outline all of the conditions of approval today, he recommended deferral until they were prepared to address those conditions.

Council Member Crampton proposed some conditions to be included within the declaration of use: limited to one event per month, not more than 20 guests, no music, and allow guest speakers to stay in the guest quarters on the grounds.

Mr. Castro expressed concern that use of the residences had not been included in the application.

Mayor Coniglio felt the applicant should return with the documentation, prepared for the Council to review.

Council President Zeidman agreed with the Mayor.

Council President Pro Tem Lindsay agreed with Council President Zeidman that this be deferred and to confirm that notice was given to the entire neighborhood.

Mr. Oyer clarified the applicant was only asking to continue the existing single family home use today. Mr. Castro responded use could continue as a single family home, however it would be a code violation if Four Arts used it.

Discussion ensued. Council Member Araskog suggested approving the third story renovation today and deferring the rest of the application.

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

**Motion by Council Member Araskog and seconded by Council President Pro Tem Lindsay, that a portion of Special Exception Z-20-00268, which includes the third floor renovation and reconfiguration of old living quarters is approved and shall be granted based upon the finding that such grant will not adversely affect the public interest and that the applicable criteria set forth in Section 134-229 of the Town Code have been met, and to defer the rest of the application related to incorporating 434 Seaspray Avenue into the Four Arts complex to the September 9, 2020 meeting so that a declaration of use agreement can be drafted by the applicant and brought to the Town Council. Motion carried unanimously 5-0.**

**Motion was made by Council Member Araskog, and seconded by Council President Pro Tem Lindsay, that Site Plan Z-20-00268 be partially approved for Special Exception for the third story on the campus based upon the finding that the approval of the Site Plan will not adversely affect the public interest; that the Council certifies that the specific zoning requirements governing the individual use have been met and that satisfactory provision and arrangement have been met concerning Section 134-329 items 1 through 11, for the third story portion, and that the portion which requires a Unity of Title be deferred to the September 9, 2020 meeting. Motion**

**carried unanimously.**

*Clerk's note: A short break was taken at 11:36 a.m. and reconvened at 11:42 a.m.*

## **VIII. ORDINANCES**

### **A. Second Reading**

1. ORDINANCE 02-2020 An Ordinance Of The Town Council Of The Town Of Palm Beach, Palm Beach County, Florida, Amending Chapter 18, Buildings And Building Regulations, Town Code Of Ordinances, By Adding Article VI, Historic Conservation Districts; Providing For Severability; Providing For The Repeal Of Ordinances In Conflict; Providing For Codification; And Providing An Effective Date.

Council Member Crampton read Ordinance 02-2020 on second reading by title only.

**Motion was made by Council Member Crampton and seconded by Council Member Araskog to approve Ordinance 02-2020. Motion carried unanimously.**

2. ORDINANCE 03-2020 An Ordinance Of The Town Council Of The Town Of Palm Beach, Palm Beach County, Florida, Amending Chapter 50, Floods, Town Code Of Ordinances, By Amending Article III, Definitions, Division 2, Definitions, Section 50-137.5, Definitions; Providing For Severability; Providing For The Repeal Of Ordinances In Conflict; Providing For Codification; And Providing An Effective Date.

Council President Zeidman read Ordinance 03-2020 on second reading by title only.

**Motion was made by Council President Zeidman and seconded by Council Member Moore to approve Ordinance 03-2020. Motion carried unanimously.**

### **B. First Reading**

1. ORDINANCE 12-2020 An Ordinance Of The Town Council Of The Town Of Palm Beach, Palm Beach County, Florida, Amending Chapter 54, Historical Preservation, Town Code Of Ordinances, Article III, Certificate Of Appropriateness, Division 1, Generally, Section 54- 71, Required, Subsection (f), Removing The Value Threshold For Minor Projects; Providing For Severability; Providing For The Repeal Of Ordinances In Conflict; Providing For Codification; And Providing An Effective Date.

Town Attorney Randolph read Ordinance 12-2020 on first reading by title only.

**Motion was made by Council Member Araskog and seconded by**

**Council Member Crampton to approve Ordinance 12-2020.  
Motion carried unanimously.**

**IX. RESOLUTIONS**

- A. Resolution No 51-2020 Resolution Of The Town Council Of The Town Of Palm Beach, Palm Beach County, Florida, Adopting A Set Of Historic Conservation Districts That Are Located Throughout The Town Of Palm Beach, And As Described In Ordinance 02-2020

Town Attorney Randolph read Resolution No. 51-2020.

**Motion was made by Council Member Moore and seconded by Council President Pro Tem Lindsay to approve Resolution No. 51-2020. Motion carried unanimously.**

- B. Resolution No. 58-2020 A Resolution Of The Town Council Of The Town Of Palm Beach, Palm Beach County, Florida, Adopting The ARCOM Project Designation Manual As Referenced In Chapter 18 Of The Town Code Of Ordinances; Providing An Effective Date.

Town Attorney Randolph read Resolution No. 58-2020.

Council Member Araskog thanked staff for the manual and asked about notice on major additions not visible from street, or loggias not covered if located within building envelope and not visible from street; also minor fenestration changes to a home including some door entry changes. Mr. Castro responded.

Council Member Crampton commented if the items met code, Council should not be involved.

Mayor Coniglio asked about a major and minor change in roof design without notice, to which both Mr. Bergman and Mr. Castro responded.

Mr. Bergman explained this was the first attempt in 5 years to clean this up and added that the documents were shared with the ARCOM and Landmarks Commissions. Mayor Coniglio indicated she was comfortable with the manual.

Council President Pro Tem Lindsay asked why an approval was required for fences if they were being replaced with the exact same thing. Mr. Bergman noted that could be added under staff approvals.

Town Attorney Randolph asked about adding the word “not” in the description of minor projects, no notice, number one. Council Member Araskog explained how she had read that language. Mr. Bergman clarified the word “not” should be added under C(1)A so that it would read “not more than 400 feet in size”.

Council Member Crampton read Resolution 58-2020 by title.

**Motion was made by Council Member Crampton and seconded by Council Member Moore to approve Resolution No. 51-2020, adding the word “not” as amended by staff in the location of C(1)A. Motion carried unanimously.**

**X. ANY OTHER MATTERS**

The location of next month’s meeting was discussed. It would not be in chambers unless the Governor acted, and a memo would be sent to everyone.

**XI. ADJOURNMENT**

**The meeting was adjourned at 12:41 p.m. without benefit of a motion or roll call.**

APPROVED:

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Margaret Zeidman, Town Council President

ATTEST:

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Kelly Churney, Administrative Specialist

# TOWN OF PALM BEACH

Town Council Meeting on: September 10, 2020

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## Section of Agenda

Minutes

## Agenda Title

Approval of Major Matters Considered by the Architectural Review Commission at its Meeting of August 26, 2020.

## Presenter

Wayne Bergman, Director of Planning, Zoning and Building

## ATTACHMENTS:

- **Memorandum Dated September 2, 2020 from Wayne Bergman, Director of Planning, Zoning and Building**
- **Action Minutes of the Architectural Review Commission Meeting of August 26, 2020**

# **TOWN OF PALM BEACH**

Information for Town Council Meeting on: September 10, 2020

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To: Mayor and Town Council

Via: Kirk Blouin, Town Manager

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

Re: Approval of the Architectural Commission Meeting Action Minutes of August 26, 2020

Date: September 2, 2020

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## **STAFF RECOMMENDATION**

Staff recommends that the Town Council approve the major items that were approved by ARCOM at the regularly scheduled meeting of August 26, 2020.

## **BOARD OR COMMISSION RECOMMENDATION**

The Architectural Commission recommends that the Town Council approve the major items that were considered at the regularly scheduled meeting of August 26, 2020.

## **GENERAL INFORMATION**

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

Attachment

kmc



# TOWN OF PALM BEACH

## PLANNING, ZONING AND BUILDING DEPARTMENT

### SUMMARY OF ACTION MINUTES TAKE AT THE ARCHITECTURAL REVIEW COMMISSION MEETING HELD ON WEDNESDAY, AUGUST 26, 2020

- I. **CALL TO ORDER**
- II. **ROLL CALL**
- III. **PLEDGE OF ALLEGIANCE**
- IV. **RULES OF ORDER AND PROCEDURE**
- V. **APPROVAL OF THE MINUTES FROM THE JULY 29, 2020 MEETING**  
**ACTION: APPROVED**
- VI. **APPROVAL OF THE AGENDA**  
**ACTION: APPROVED AS AMENDED**
- VII. **ADMINISTRATION OF THE OATH TO PERSONS WHO WISH TO TESTIFY**
- VIII. **COMMUNICATIONS FROM CITIZENS REGARDING NON-AGENDA ITEMS (3  
MINUTE LIMIT PLEASE)**
- IX. **COMMENTS FROM THE ARCHITECTURAL COMMISSION MEMBERS**
- X. **PROJECT REVIEW**  
**DEMOLITIONS AND TIME EXTENSIONS**  
B-035-2020 Demolition  
Address: 756 Hi Mount Road  
Applicant: Hi Mount LLC (Amy Zabetakis, Member)  
Professional: Ken Tate/Richard Leja  
Project Description: Complete demolition of existing residence, swimming pool  
and landscaping.  
  
**ACTION: APPROVED WITH CONDITIONS RELATED TO LANDSCAPE  
AND UTILITY EASEMENT**  
  
B-046-2020 Demolition  
Address: 1015 S. Ocean Blvd.

Applicant: 1015 South Ocean Boulevard LLC (Maura Ziska, Manager)  
Professional: Harold Smith/Smith and Moore Architects, Inc.  
Project Description: Demolition of an existing single family residence, pool, hardscape and landscape.

**ACTION: APPROVED WITH CONDITIONS RELATED TO INGRESS AND EGRESS, LANDSCAPE AND UTILITY EASEMENT**

B-047-2020 Demolition

Address: 110 Seaspray Ave.

Applicant: Manoogian Armen A Trust

Professional: Jose A. Gonzalez/Gonzalez Architects

Project Description: Request for demolition of existing house, covered loggia, guest house, pool and paved drive, walks and decks. The above mentioned areas will be filled and the lot will be sodded and irrigated.

**ACTION: DEFERRED TO THE SEPTEMBER 23, 2020 MEETING**

**MAJOR PROJECTS – OLD BUSINESS**

B-020-2020 New Construction

\*ARCOM TO MAKE RECOMMENDATIONS RELATIVE TO VARIANCE(S)\*

Address: 171 Via Bellaria

Applicant: John Robert Tomisch Trust (M. Tim Hanlon, Attorney)

Professional: Patrick Segraves/SKA Architect + Planner

Project Description: New 8,468 sq. ft. two-story house painted cream with clay tile roof, stone trim. New landscape and hardscape.

ZONING INFORMATION: Section 134.843 (7): The Applicant is proposing a new 9,416 square foot two story residence on Via Bellaria that would have a building height plane setback of 37 feet in lieu of the required minimum setback ranging from 51.2 to 69.5 feet.

**ACTION: DEFERRED TO THE SEPTEMBER 23, 2020 MEETING**

B-027-2020 Demolition/New Construction

Address: 335 Seabreeze Ave.

Applicant: 65 Kimberly Place LLC

Professional: MP Design and Architecture Inc.

Project Description: Demolition of existing two-story residence, one car garage and pool. Renovation of existing two-story guest house. New four car garage. Existing site wall and motor court to remain. New Landscape.

**ACTION: DEFERRED TO THE SEPTEMBER 23, 2020 MEETING**

A-029-2020 Additions

Address: 130 Clarendon Ave.

Applicant: Mr. & Mrs. Harry Slatkin

Professional: MP Design & Architecture

Project Description: 680 SF Sunroom addition to existing main house on the east side of property. Not visible from street.

**ACTION: APPROVED WITH CONDITION RELATED TO UTILITY EASEMENT**

B-032-2020 Additions/Modifications

Address: 220 El Vedado Rd.

Applicant: Robb Turner

Professional: Patrick Segraves/SKA Architect + Planner

Project Description: Addition of approx. 675 sq. ft. loggia and a stand-alone gym of approx. 840 sq. ft. Final landscape and hardscape to be included.

**ACTION: DEFERRED TO THE SEPTEMBER 23, 2020 MEETING.**

B-034-2020 Additions/Modifications

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

Address: 2730 S. Ocean Blvd.

Applicant: The Ambassador Hotel Cooperative Apartment Corp., A Florida Corporation. (Richard Schlesinger, President)

Professional: Richard Sammons/Fairfax, Sammons and Partners

Project Description: Additions and interior and exterior renovations to the buildings at 2730 S. Ocean Blvd. Landscape and hardscape changes included.

ZONING INFORMATION: The following zoning relief is being requested: 1. Section 134-1055 (16.): Special Exception approval to modify the existing condo-hotel use in the R-D(2) Zoning District. 2. Section 134-327: Site plan approval for the modifications to the existing condo-hotel site as identified above. 3. Section 134-1064: Special exception approval for the new balconies on the third, fourth and fifth floors. 4. Section 134-1060 (6)(f): Variance request for the proposed redevelopment to include the addition of balconies on the south side of the building that will encroach into the south side yard setback by a 30 inches thus a variance request for a setback of 27.5 feet in lieu of the 30 foot minimum required. 5. Section 134-2172: Variance to allow the proposed off-street, valet-operated parking, to be tandem and stacked in lieu of the code required off-street parking standards related to size of spaces and access. The code requires parking spaces to be designed so that a vehicle can be removed without the necessity to move another vehicle. The proposed parking is modifying and adding parking areas designed with stacked (tandem) and lift parking. 6. Section 134-1064: Variance to allow the lot coverage to be 44.9% in lieu of the 23.7% existing and the 22% maximum allowed in the R-D(2) Zoning District for 5 story buildings (the building is 7 stories with a lower level floor area). 7. Section 134-1060(6): Variance to allow a north side yard setback of 15 feet in lieu of the 30 foot minimum required for the under dune garage. 8. Section 134-1064(b)(3): Variance to allow a height of 68.96 feet in lieu of the 62.5 maximum allowed for the Penthouse additions (7th floor).

**ACTION: DEFERRED TO THE OCTOBER 28, 2020 MEETING WITHOUT PREJUDICE.**

B-036-2020 Demolition/New Construction

Address: 135 Reef Road

Applicant: Donald and Maureen Kandziora

Professional: Roger Janssen/Dailey Janssen Architects

Project Description: Demolition of a one story residence, landscape, hardscape and pool. Construction of a new two story residence, landscape, hardscape and pool.

**ACTION: APPROVED WITH CONDITION RELATED TO UTILITY EASEMENT**

B-037-2020 Demolition/New Construction

\*ARCOM TO MAKE RECOMMENDATIONS RELATIVE TO SPECIAL EXCEPTION WITH SITE PLAN REVIEW\*

Address: 110 Seagate Road

Applicant: Carlos Musso, Sr.

Professional: Roger Janssen/Dailey Janssen Architects

Project Description: Demolition of existing residence, landscape, hardscape and pool. Construction of a new two story residence, landscape, hardscape and pool.

ZONING INFORMATION: Special Exception with Site Plan Review to allow the construction of a 4,201 square foot two-story new residence on non-confirming portions of platted lots with a depth of 96.12 feet In lieu of the 100 foot minimum depth required In the R-B Zoning District.

**ACTION: APPROVED WITH CONDITION RELATED TO UTILITY EASEMENT**

**RECOMMENDATION TO TOWN COUNCIL: IMPLEMENTATION OF THE PROPOSED SPECIAL EXCEPTION WITH SITE PLAN REVIEW WILL NOT CAUSE NEGATIVE ARCHITECTURAL IMPACT TO THE SUBJECT PROPERTY.**

B-042-2020 Additions/Modifications

Address: 221 Ocean Terrace

Applicant: Amin Khoury

Professional: Rex Nichols Architects Inc.

Project Description: 183 sq. ft. is being added to the master bedroom. The summer kitchen is being updated. Doors and windows will be replaced. New site walls and landscaping to be added. The garage roof shall be replaced with a flat roof deck.

**ACTION: WITHDRAWN**

**MAJOR PROJECTS – NEW BUSINESS**

B-040-2020 Driveway Gates

Address: 1063 N. Ocean Blvd.

Applicant: 1063 N Ocean Blvd LLC (Kevin Dieterich, Treasurer)

Professional: Mario Nievera/Nievera Williams Design

Project Description: Proposed driveway entrance gates on north and south driveway entrances.

**ACTION: APPROVED WITH CONDITION RELATED TO UTILITY EASEMENT**

B-044-2020 Additions/Modifications

Address: 165 Atlantic Ave.

Applicant: The Carlo Vittorini 2010 Revocable Trust

Professional: Roger Janssen/Dailey Janssen Architects

Project Description: General alterations to entry façade; replace all existing doors and windows with impact rated product; interior alterations; landscape and hardscape alterations.

**ACTION: APPROVED WITH CONDITION RELATED TO UTILITY EASEMENT**

B-045-2020 Additions/Modifications

\*ARCOM TO MAKE RECOMMENDATIONS RELATIVE TO VARIANCE(S)\*

Address: 143 Reef Road

Applicant: John Criddle

Professional: Roger Janssen/Dailey Janssen Architects

Project Description: Proposed addition of a master suite on the north side of the property. Proposed two-car garage on west side of property. Revised landscape and hardscape and civil management plan.

ZONING INFORMATION: The applicant is proposing to construct a new 597 square foot one story garage to the west of the existing residence. The following variances are being requested: 1. Section 134-893(7): The applicant is requesting a variance for a west side yard setback of 5 feet in lieu of the 12.5 foot minimum required for a one story building. 2. Section 134-893(6): The applicant is requesting a variance for an angle of vision of 105 degrees in lieu of the 100 degrees maximum allowed.

**ACTION: APPROVED WITH CONDITION RELATED TO UTILITY EASEMENT**

**RECOMMENDATION TO TOWN COUNCIL: IMPLEMENTATION OF THE PROPOSED VARIANCES WILL NOT CAUSE NEGATIVE ARCHITECTURAL IMPACT TO THE SUBJECT PROPERTY.**

B-048-2020 New Construction

Address: 257 Sanford Ave.

Applicant: Mary Bryant McCourt

Professional: Patrick Ryan O'Connell/Patrick Ryan O'Connell Architect, LLC

Project Description: Construction of a new two-story single family residence, landscape, hardscape and pool.

**ACTION: DEFERRED TO THE OCTOBER 28, 2020 MEETING WITH CONDITION OF UTILITY EASEMENT**

B-049-2020 Demolition/New Construction

Address: 1500 N Ocean Blvd.

Applicant: Eric and Maura Christu

Professional: Richard F. Sammons/Fairfax & Sammons

Project Description: Demolition of existing residences at 1500 N. Ocean Blvd and 206 Mediterranean Rd. Construction of a new two story residence in the Barbados Georgian Style. Landscape and hardscape improvements.

**ACTION: APPROVED DEMOLITIONS OF 1500 N OCEAN BLVD AND 206 MEDITERRANEAN ROAD WITH CONDITIONS RELATED TO LANDSCAPE, SCREENING, DEMOLITION ACCESS AND UTILITY EASEMENT. THE PROJECT WAS APPROVED WITH CONDITION RELATING TO LANDSCAPE.**

B-050-2020 New Construction

\*ARCOM TO MAKE RECOMMENDATIONS RELATIVE TO VARIANCE(S)\*

Address: 2315 Ibis Isle Road

Applicant: Diana and Owen Sanderson

Professional: Stephen Roy/Roy & Posey

Project Description: Construction of a new 6,772 s.f. two story residence to include: new landscaping, new pool and new hardscape.

ZONING INFORMATION: The applicant is proposing to construct a new 6,898 square foot two-story home. The following variances are being requested: 1. Section 134-893(5): The applicant is requesting a variance for a front yard setback of 3.5 feet in lieu of 30 feet minimum required for a two-story residence. 2. Section 134-893(6): The applicant is requesting a variance for an angle of vision of 154 degrees in lieu of the 100 degrees maximum allowed for a two-story residence.

**ACTION: APPROVED WITH CONDITION THAT A FEW ARCHITECTURAL FEATURES RETURN TO THE SEPTEMBER 23, 2020 MEETING.**

**RECOMMENDATION TO TOWN COUNCIL: IMPLEMENTATION OF THE PROPOSED VARIANCES WILL NOT CAUSE NEGATIVE ARCHITECTURAL IMPACT TO THE SUBJECT PROPERTY.**

B-051-2020 Demolition/New Construction

\*ARCOM TO MAKE RECOMMENDATIONS RELATIVE TO SPECIAL EXCEPTION WITH SITE PLAN REVIEW\*

Address: 1742 S. Ocean Blvd.

Applicant: 1742 LLC (Robert Simmons, President)

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

Project Description: Demolition of an existing two-story residence and construction of a new two-story residence with pool.

ZONING INFORMATION: Section 134-843(a) and (b) Special Exception with Site Plan Review to allow the construction of a new 9,604 square foot, two-story residence on an unplatted non-

conforming lot that has an area of 19,918 square feet in lieu of the 20,000 square feet minimum and a depth of 97.52 in lieu of the 150 foot minimum depth required in the R-A Zoning District.

**ACTION: APPROVED DEMOLITION WITH CONDITIONS RELATED TO LANDSCAPE AND UTILITY EASEMENT. THE PROJECT WAS DEFERRED TO THE SEPTEMBER 23, 2020 MEETING.**

B-052-2020 Modifications

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

Address: 200 Everglade Avenue, A-2

Applicant: Rob Satterfield

Professional: Patrick Segraves/SKA Architect + Planner

Project Description: Enclosing an existing southern balcony on a townhouse; new windows and sliding glass doors, all on rear elevation.

ZONING INFORMATION: Site Plan Review and variance request to add a third story addition by enclosing a balcony on the south side on a non-conforming three-story multi-family building. The variances being requested are to enclose the balcony are as follows: 1. Section 134-948(8)c: A third story addition where only two stories maximum is allowed. 2. Section 134-948(8)c: A building height of 26.5 feet in lieu of the 23.5 foot maximum allowed.

**ACTION: APPROVED PROJECT AS PRESENTED WITH CONDITION RELATING TO UTILITY EASEMENT.**

**RECOMMENDATION TO TOWN COUNCIL: IMPLEMENTATION OF THE PROPOSED VARIANCES WILL NOT CAUSE NEGATIVE ARCHITECTURAL IMPACT TO THE SUBJECT PROPERTY.**

B-053-2020 Additions/Modifications

\*ARCOM TO MAKE RECOMMENDATIONS RELATIVE TO VARIANCE(S)\*

Address: 346 Seaspray Ave.

Applicant: Guy Rabideau, Trustee of 346 Seaspray Trust dated 5/8/20

Professional: Jose Luis Gonzales-Perotti/Portuondo-Perotti Architects

Project Description: Existing residence to be remodeled. New two story garage/studio, one story pool loggia and related landscape/hardscape elements.

ZONING INFORMATION: Applicant is proposing a 161 square foot addition to the existing loggia (which will be enclosed into a/c space); an 877 square foot two story addition to the northeast side of the property for a new garage and an upper level studio; and a 443 square foot pool loggia addition to the east side of the property. The following variances are being requested: Section 134-893(11): to allow a lot coverage of 30.3% in lieu of the 26.1% existing and the 30 percent maximum allowed in the R-B Zoning District. Section 134-893(13): to allow a cubic content ratio ("CCR") of 4.23 in lieu of the 3.57 existing CCR and the 4.11 CCR maximum allowed.

**ACTION: APPROVED WITH CONDITION RELATING TO UTILITY EASEMENT.**

**RECOMMENDATION TO TOWN COUNCIL: IMPLEMENTATION OF THE PROPOSED VARIANCES, INCLUDING A FLOOD PLAIN VARIANCE, WILL NOT CAUSE NEGATIVE ARCHITECTURAL IMPACT TO THE SUBJECT PROPERTY.**

**MINOR PROJECTS – OLD BUSINESS**

A-012-2020 Modifications

Address: 1178 N. Ocean Blvd.

Applicant: 1178 Ocean LLC (Robert J. Buford, Manager)

Professional: Nicholas Fobes/Hoerr Schaudt Landscape Architects

Project Description: Changes to pool, spa, landscape and hardscape at the beach cabana of a previously approved project.

**ACTION: APPROVED WITH CONDITIONS RELATING TO LANDSCAPE, HARDSCAPE, SITE WALL HEIGHT AND UTILITY EASEMENT.**

**MINOR PROJECTS – NEW BUSINESS**

A-017-2020 Modifications

Address: 225 Worth Avenue

Applicant: Love is Next Door, LLC (Burton Handelsman, Manager)

Professional: Jerome Baumohl/Jerome Baumohl Architect, Inc.

Project Description: Propose to remove center section of existing storefront and approximately 1,200 square feet of existing rentable retail space to create a new courtyard and up to seven individual retail suites. Design of new custom retractable iron gate/grille in a black finish will be closed when the building is not open.

**ACTION: DEFERRED TO THE OCTOBER 28, 2020 MEETING.**

A-019-2020 Modifications

Address: 520 S. Ocean Blvd.

Applicant: Harrison McCarthy

Professional: Patrick Segraves/SKA Architect + Planner

Project Description: Front balcony addition and narrowing of front entry. Window modification.

**ACTION: DEFERRED TO THE SEPTEMBER 23, 2020 MEETING WITH CONDITION RELATING TO THE UTILITY EASEMENT.**

A-020-2020 Additions/Modifications

Address: 1960 South Ocean Blvd.

Applicant: 1960 LLC (Nathan T.H. Lloyd, Manager)

Professional: Daniel Downey Architect Cht. Inc.

Project Description: Add a 1,300 s.f. single story addition located on the west side of the main building at the existing courtyard for a new living room.

**ACTION: APPROVED PROJECT AS PRESENTED WITH CONDITION RELATING TO UTILITY EASEMENT.**

A-022-2020 Modifications

Address: 240 Royal Palm Way

Applicant: JHD Associates LLC

Professional: Michael Dumala

Project Description: Replace existing windows, like for like (to impact). Paint window mullions SW Indigo blue, repaint building.

**ACTION: APPROVED PROJECT AS PRESENTED**

A-025-2020 Modifications

Address: 201 Via Linda

Applicant: Tom Roush

Professional: Stephen Roy/Roy & Posey

Project Description: Selective modifications to a previously approved ARCOM submission.

**ACTION: DEFERRED TO THE SEPTEMBER 23, 2020 MEETING WITH CONDITION RELATING TO THE UTILITY EASEMENT.**

A-024-2020 Solar Panels

Address: 159 Seaspray Ave.

Applicant: Eric Leiner

Professional: Manuel Siques/Go Solar Power

Project Description: Solar PV System Roof Mount and Interconnection.

**ACTION: DEFERRED TO THE OCTOBER 28, 2020 MEETING.**

A-026-2020 Generator

Address: 2784 S. Ocean Blvd.

Applicant: The Cove Condominium Association, Inc. (James Crowley, Attorney)

Professional: Leslaw A. Czaczyk, AIA

Project Description: Replacement of existing interior generator equipment with new 250 kW interior generator and associated mechanical equipment to be located on the ground floor of an existing 5-story building. Minor exterior modifications include a new door, added louvers on two walls, an exhaust pipe, and a modified planter retaining wall. The exterior alterations are necessary for the operation of the generator and will be screened with existing and proposed landscaping.

**ACTION: APPROVED PROJECT AS PRESENTED**

A-028-2020 Landscape/Hardscape

Address: 1556 N. Ocean Blvd.

Applicant: Pearls of the Palm Beaches LLC (Susan Shulman, Managing Member)  
Professional: Don Skowron  
Project Description: Minor landscape and hardscape adjustments to a previously approved ARCOM project.

**ACTION: APPROVED PROJECT AS PRESENTED**

A-030-2020 Modifications

Address: 210 Worth Avenue

Applicant: Ferragamo USA, Inc. (Todd Stecker, COO)

Professional: M. Mark Marsh/Bridges, Marsh and Associates, Inc.

Project Description: Tenant change out with new storefront design for Faidra Hanna & Co.

**ACTION: APPROVED PROJECT AS PRESENTED**

A-031-2020 Modifications

Address: 3440 S. Ocean Blvd.

Applicant: The Halcyon of Palm Beach Condominium Assoc., Inc. (Lawrence Zabik, Owner Agent)

Professional: Bunker Engineering and Construction Services

Project Description: Replace existing picket balcony railings with code compliant glass railings as shown.

**ACTION: APPROVED PROJECT AS PRESENTED**

- XI. **ADDITIONAL COMMUNICATION FROM CITIZENS (3 MINUTE LIMIT PLEASE)**
- XII. **DISCUSSION ITEM**
- XIII. **STAFF APPROVALS**
- XIV. **COMMENTS OF THE ARCHITECTURAL COMMISSION AND DIRECTOR OF PLANNING, ZONING AND BUILDING DEPARTMENT**
- XV. **ADJOURNMENT**

# TOWN OF PALM BEACH

Town Council Meeting on: September 10, 2020

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## Section of Agenda

Resolutions

### Agenda Title

**RESOLUTION NO. 75-2020** A Resolution of The Town Council of The Town Of Palm Beach, Palm Beach County, Florida, Approving Proposed Fixed Costs For Property, Liability, Workers' Compensation, Automobile And Ancillary Coverages For FY2021 In The Amount Of \$1,023,868 And Variable Costs In The Amount Of \$1,647,500; Approving A Non-Exclusive Insurance Broker Services Agreement With Relation Insurance Service Of Florida, Inc. "Relation", In The Amount Of \$40,000; Approving A Non-Exclusive Insurance Broker Services Agreement With Arthur J. Gallagher Risk Management Services, Inc., "AJG," In The Amount Of \$10,000; Approving A Third Party Administration Services Agreement With Preferred Governmental Claim Solution "PGCS" In The Amount Of \$51,680; Conditioning All Matters Contained Herein Subject To Approval Of The Fiscal Year 2021 Budget; And Authorizing The Town Manager To Execute The Non-Exclusive Insurance Broker Services Agreements With Relation, AJG And PGCS On Behalf Of The Town.

### Presenter

Danielle Olson, Director of Human Resources

### ATTACHMENTS:

- ▣ **Memorandum Dated August 26, 2020, from Karen Temme, ARM, Risk Manager**
- ▣ **Resolution No. 75-2020**
- ▣ **Exhibit "A" - Premiums Coverage Option Comparison**
- ▣ **Exhibit "B" - Lines of Coverage Summary**
- ▣ **Exhibit "C" - Relation Non-Exclusive Insurance Broker Services Agreement**
- ▣ **Exhibit "D" - AJG Non-Exclusive Insurance Broker Services Agreement**
- ▣ **Exhibit "E" - PGCS Agreement**

# TOWN OF PALM BEACH

Information for Town Council Meeting on: September 10, 2020

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To: Mayor and Town Council

Via: Kirk Blouin, Town Manager

Via: Danielle Olson, Director Human Resources

From: Karen Temme, ARM, Risk Manager

Re: Liability, Property, Workers' Compensation, Automobile  
& Ancillary Insurance Coverages for FY2021  
**Resolution No. 75-2020 – Insurance Program Renewal**

Date: August 26, 2020

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## **STAFF RECOMMENDATION**

Staff recommends Town Council approve Resolution No. 75-2020 for the Town's 2020-2021 insurance program as outlined in this memorandum and authorize the Town Manager to execute the necessary documents and required payments prior to October 1, 2020. Based upon staff recommendations, the total fixed costs for the FY21, insurance renewals including premiums, claims management and broker fees are \$1,023,868.

## **GENERAL INFORMATION**

The Town's risk insurance program is a hybrid program, as it includes insurance that is first dollar traditional coverage and coverages that are self-insured. Remaining partially self-insured provides the Town with input to decision-making for those lines of insurance that are self-insured. The current hybrid model employed by the Town provides maximum flexibility to adjust to market conditions and save money where possible.

Beyond traditional lines of coverage with established deductibles, the self-insurance program also uses an alternative risk financing method whereby an exposure to loss is retained by the Town under the self-insured retention (SIR). An SIR is the amount that the Town self-insures beneath the excess coverage. With an SIR, the insured has control over the claims management and loss control.

The Town has purchased excess insurance coverage above the SIR. The insurance premium savings over the traditional/first dollar program allows the Town to keep the premium dollars in

house in order to reserve funds to cover future potential losses. The required reserve fund amounts are calculated using actuarial models and claim information.

### **FUNDING/FISCAL IMPACT**

The Risk Fund and budget for FY21 has sufficient funding to cover the recommendations herein for Property, Liability, Workers' Compensation, Automobile physical damage and Ancillary coverages for the FY21, insurance renewal.

### **PURCHASING REVIEW**

The Purchasing Manager has reviewed and approved the documents for the for FY21 insurance renewal.

### **ATTACHMENTS**

c: Department Directors  
Charles Kapachinski, IT Manager  
Dean Mealy, Purchasing Manager

**RESOLUTION NO. 75-2020**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING PROPOSED FIXED COSTS FOR PROPERTY, LIABILITY, WORKERS' COMPENSATION, AUTOMOBILE AND ANCILLARY COVERAGES FOR FY2021 IN THE AMOUNT OF \$1,023,868 AND VARIABLE COSTS IN THE AMOUNT OF \$1,647,500; APPROVING A NON-EXCLUSIVE INSURANCE BROKER SERVICES AGREEMENT WITH RELATION INSURANCE SERVICE OF FLORIDA, INC. "RELATION", IN THE AMOUNT OF \$40,000; APPROVING A NON-EXCLUSIVE INSURANCE BROKER SERVICES AGREEMENT WITH ARTHUR J. GALLAGHER RISK MANAGEMENT SERVICES, INC., "AJG," IN THE AMOUNT OF \$10,000; APPROVING A THIRD PARTY ADMINISTRATION SERVICES AGREEMENT WITH PREFERRED GOVERNMENTAL CLAIM SOLUTION "PGCS" IN THE AMOUNT OF \$51,680; CONDITIONING ALL MATTERS CONTAINED HEREIN SUBJECT TO APPROVAL OF THE FISCAL YEAR 2021 BUDGET; AND AUTHORIZING THE TOWN MANAGER TO EXECUTE THE NON-EXCLUSIVE INSURANCE BROKER SERVICES AGREEMENTS WITH RELATION, AJG AND PGCS ON BEHALF OF THE TOWN.**

\* \* \* \* \*

WHEREAS, staff has recommended renewal of the proposed Property, Liability, Workers' Compensation, Automobile and Ancillary insurance coverages to memorialize the expectations of the Town of Palm Beach relative to services to be provided by the Town's insurance agents of record and other parties as may be needed.

WHEREAS, Town Council accepts the staff recommendation and hereby approves the awards in the manner stated herein.

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

Section 1: The foregoing recitals are hereby ratified and confirmed.

Section 2: The proposed Property, Liability, Workers' Compensation, Automobile and Ancillary insurance coverages for FY2021 as recommended by staff as part of the FY2021 insurance renewal proposal, attached hereto as Exhibit "A", is hereby approved in the amount of \$1,023,868 fixed costs and \$1,647,500 variable costs.

- Section 3: The Lines of Coverage Summary, attached hereto as Exhibit “B”, is hereby approved.
- Section 4: The Non-Exclusive Insurance Broker Services Agreements with Relation, attached hereto as Exhibit “C”, is hereby approved in the amount of \$40,000.
- Section 5: The Non-Exclusive Insurance Broker Services Agreement with AJG, attached hereto as Exhibit “D”, is hereby approved in the amount of \$10,000.
- Section 6: The Third Party Administration Services Agreement with PGCS attached hereto as Exhibit “E”, is hereby approved in the amount of \$51,680.

**PASSED AND ADOPTED** in a regular, adjourned session of the Town Council of the Town of Palm Beach assembled this 10<sup>th</sup> day of September 2020.

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Gail L. Coniglio, Mayor

ATTEST:

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Queenester Nieves, CMC, Town Clerk

**INSURANCE PREMIUMS**  
**FY20 Actual vs FY21 Proposed vs Budget FY21**

**Exhibit "A"**

Summary: The original FY21 budget submitted projected premium renewals totaling \$1,124,119. Staff was able to obtain existing coverages in the amount of \$1,023,868.

Coverage Type	FY20 Actual	FY21 Proposed Budget	FY21 Negotiated Renewal Proposals	FY21 Proposed Budget to Renewal Difference (+/-)
Property includes Boiler & Machinery & Inland Marine	\$406,895	\$493,258	\$441,525	(\$51,733)
Rental Equipment Coverage	\$6,285	\$6,250	\$6,360	\$110
General Liability	\$34,400	\$37,880	\$45,300	\$7,420
Cyber Liability <sup>1</sup>	\$9,550	\$16,608	\$32,250	\$15,642
Limit of Liability	\$1M	\$2M	\$2M	
Law Enforcement Liability	\$45,980	\$54,320	\$52,000	(\$2,320)
Unmanned Aviation Liability <sup>3</sup> (Public Safety Drones)	\$1,277	\$1,340	\$1,340	No change
Public Officials/ Employment Practices	\$104,060	\$112,000	\$105,000	(\$7,000)
Automobile Liability	\$43,560	\$40,700	\$40,000	(\$700)
Automobile Physical Damage	\$17,902	\$19,692	\$17,274	(\$2,418)
Commercial Crime	\$5,251	\$5,800	\$5,400	(\$400)
Storage Tank Liability	\$5,691	\$7,000	\$5,798	(\$1,202)
Excess Workers' Compensation <sup>2</sup>	\$120,944	\$177,724	\$122,374	(\$55,350)
Workers' Compensation State Assessment for self-insureds	\$8,786	\$14,000	\$10,000	(\$4,000)
Claims Management	\$26,400	\$51,680	\$51,680	No change
Insurance Agent Flat Rate Fee	\$45,000	\$50,000	\$50,000	No change
NFIP Flood Insurance <sup>3</sup>	\$29,969	\$28,300	\$30,000	\$1,700
Marine Hull & Liability <sup>3</sup>	\$7,567	\$7,567	\$7,567	No change
<b>Total Fixed Costs</b>	<b>\$919,517</b>	<b>\$1,124,119</b>	<b>\$1,023,868</b>	<b>(\$100,251)</b>

<sup>1</sup> Increased limit of liability from \$1M to \$2M

<sup>2</sup> Subject to an annual audit by FMIT, the Town's excess insurance carrier.

<sup>3</sup> All lines of coverage renew on 10/1/2020, except those marked with this footnote.

**SUMMARY OF LOSS FUND**

Coverage Type	Actual FY20	Proposed FY21 Budget	FY21 Renewal Proposals
Loss Fund to pay claims	\$1,647,500	\$1,647,500	\$1,647,500



## FY21 Risk Management Program Lines of Coverage Summary

Exhibit “B”

The following provides a summary of the various lines of coverage purchased within the Town’s hybrid Risk Management program, showing both FY20 and FY21 premium costs. The program utilizes premium plans and a budgeted loss fund that is determined by an actuarial evaluation of the projected claim exposure to cover the claims and expenses incurred in the various liability coverages outlined herein.

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## Property

The Property insurance coverage is a traditional/first dollar policy. The property insurance covers the Town's buildings and contents for fire, theft, wind, and flood. Florida Municipal Insurance Trust, FMIT, provides this coverage.

The property coverage premium is \$441,525 with a \$25,000 per occurrence deductible. The Named Storm deductible is a 5% deductible of the insured value per location per occurrence. The program also includes a \$5,000,000 limit of liability for flood, which is in excess of the National Flood Insurance Program (NFIP) policies for Flood zones A or V. A \$5,000 or All Other Perils deductible, whichever is greater, per occurrence applies for other Flood zones.

The Property coverage includes various extensions of coverage including valuable papers and records at a limit of \$500,000, extra expense at a limit of \$1,000,000, business income \$500,000, electronic data processing software at \$250,000, fine arts up to \$250,000 with a maximum of \$15,000 any one item.

FMIT's added-value is their Synergy Disaster Preparedness and Turnkey Recovery Program. This provides the Town direct access to the Turnkey Recovery program and simpliCity software, providing services and programs for crisis planning, disaster response and recovery. From fires to floods to hurricanes, FMIT helps the Town return to normal as quick as possible. FMIT has decades of recovery experience combined with cutting-edge technology to provide critical incident communications both pre and post event, rapid damage assessments immediately after a catastrophe, and building stabilization services that maintain operations and reduce claim costs.

New this year, FMIT has included Property Damage Mitigation Coverage. This coverage will provide the Town with immediate stabilization services (such as water extraction and remediation services), through FMIT's disaster recovery partnership and vendor network with a \$500,000 per occurrence limit and no deductible. This coverage is in addition to the extra expense coverage and limits already in place.

The commercial property rates have continued to increase between 10% and 25%, depending on the level of CAT-exposure. The Town's total increase is 9%. This increase is well below the current industry pricing for a barrier island. In addition, the Town had a 4% increase in total values, most of which is from the Morton and Barbara Mandel Recreation Center.

In order to ensure the best pricing, the Town's insurance broker, Relation Insurance Services did approach other carriers. The estimated pricing with layering coverage with various carriers was between \$673,000 - \$700,000, with higher deductibles. The estimated pricing was not competitive with the FMIT premium and policy coverages.



Carrier: Florida Municipal Insurance Trust “FMIT”

	<u>FY20</u>	<u>FY21</u>
Premium:	\$406,895	\$441,525
Deductible:	\$25,000	\$25,000
	<i>5% per scheduled location for Named Storm</i>	
Limit of Liability:	\$53,837,863	\$53,837,863

### Boiler and Machinery

Boiler and Machinery is for equipment breakdown, is covered under the heading of property coverage. The Boiler and Machinery coverage includes equipment within the Town’s Water Resources Division such as storm water and sewer pumps, generators and air conditioning equipment as outlined in the Town’s equipment schedule.

Carrier: Florida Municipal Insurance Trust “FMIT”

	<u>FY20</u>	<u>FY21</u>
Premium:	Included in Property Premium	Included in Property Premium
Deductible:	\$25,000	\$25,000
Limit of Liability:	Same as Property	Same as Property

### Equipment Rental Coverage

This coverage allows the Town to lease/rent large equipment such as generators, backhoes, etc. and meet the equipment rental insurance requirements of outside vendors. The Town compared costs for purchasing the coverage through the rental company versus purchasing an annual stand-alone policy. It was determined to be a cost savings to purchase a stand-alone annual policy. Based upon urgent needs throughout the year, including post-storm to rent equipment this coverage continues to be necessary.

Carrier: Scottsdale Insurance Company

	<u>FY20</u>	<u>FY21</u>
Premium:	\$6,285	\$6,360
Deductible:	\$5,000	\$5,000 and 5% wind/hail subject to \$5,000 minimum (new for FY21)
Limit of Liability:	\$500,000	\$500,000

### NIFP Flood

The Stafford Act requires the Town to purchase coverages such as flood and property when possible in order to qualify for FEMA reimbursement. The primary flood coverage under NFIP is



directly through American Bankers Ins. Co. of Florida. The estimated renewal premium for the flood policies is \$30,000.

Carrier: American Bankers Insurance Co. of Florida

	<u>FY20</u>	<u>FY21</u>
Premium:	\$29,969	\$30,000 estimated
Deductible:	\$1,250	\$1,250
Limit of Liability:	\$500,000 building /\$500,000 contents	\$500,000 building /\$500,000 contents

### Commercial Crime/Employee Dishonesty

Crime and Employee Dishonesty protects employers from actions of employees that may cause harm because of Forgery and Alteration, Funds Transfer Fraud, Employee Theft, Robbery or Burglary in Transit, Computer Fraud, Money Orders/Counterfeit Paper Currency, Faithful Performance and Social Engineering (Phishing Frauds). This is a three-year policy with Travelers Insurance Company 10/1/2020 – 9/30/2023 at an annual premium of \$5,400 with a \$1,000,000 limit of liability and \$100,000 deductible.

Carrier: Travelers Insurance Co.

	<u>FY20</u>	<u>FY21</u>
Premium:	\$5,251	\$5,400
Deductible:	\$100,000 All other coverages	\$100,000 All other coverages
Deductible:	\$25,000 Social Engineering	\$25,000 Social Engineering
Limit of Liability:	\$1,000,000	\$1,000,000

### Storage Tank Pollution Liability

Storage Tank Pollution Liability responds to claims and associated litigation from above and below ground storage tanks that cause spills/leaks, bodily injury or property damage. Commerce & Industry has provided the Town with a quote to insure 11 underground tanks and 15 above ground tanks at an annual premium of \$5,798 with a \$1,000,000 aggregate limit of liability to include legal defense expenses and \$4,000,000 aggregate limit of liability for storage tank incidents for both above and underground storage tanks with a \$5,000 deductible.

Carrier: Commerce & Industry Insurance Company

	<u>FY20</u>	<u>FY21</u>
Premium:	\$5,691	\$5,798
Deductible:	\$5,000	\$5,000
Limit of Liability:	\$1,000,000/\$4,000,000	\$1,000,000/\$4,000,000



**General Liability**

General Liability insurance is premises, operations liability coverage, products, completed operations and personal injury coverage with a limit of liability of \$1M per occurrence/\$2M annual aggregate.

The Town’s insurance broker, Relation Insurance did approach Princeton Excess, Surplus Lines Insurance Co. (Munich) and AIX Insurance (Hanover) and they declined to provide a quote, as they are unable to compete with the pricing provided by BRIT.

General Liability, Law Enforcement Liability, Automobile Liability, Public Officials Liability and Employment Practices Liability are bundled with one carrier, BRIT, for the most competitive pricing.

Carrier: BRIT Global Specialty USA

	<u>FY20</u>	<u>FY21</u>
Premium:	\$33,400	\$45,300
SIR:	\$200,000	\$200,000
Limit of Liability <sup>1</sup> :	\$1,000,000 per occurrence/ \$2,000,000 annual aggregate	\$1,000,000 per occurrence/ \$2,000,000 annual aggregate

**Law Enforcement Liability**

Law Enforcement Liability insurance protects against the inherent risks associated with the operation of a law enforcement agency such as false arrest, detention or imprisonment, malicious prosecution, etc. The limit of liability is \$5,000,000 per occurrence/\$10,000,000 aggregate with a \$100,000 per occurrence self-insured retention for an annual premium of \$52,000.

General Liability, Law Enforcement Liability, Automobile Liability, Public Officials Liability and Employment Practices Liability are bundled with one carrier, BRIT, for the most competitive pricing.

Carrier: BRIT Global Specialty USA

	<u>FY20</u>	<u>FY21</u>
Premium:	\$45,980	\$52,000
SIR:	\$100,000	\$100,000
Limit of Liability:	\$5,000,000 per occurrence/\$10,000,000 aggregate	



**Public Officials Liability and Employment Practices Liability**

Public Official Liability insurance provides elected officials protection for actions that may be deemed as wrongful or for failure to perform while acting in an official capacity. The Public Officials Liability has a limit of liability of \$5,000,000 per occurrence/\$5,000,000 aggregate with a \$100,000 per occurrence self-insured retention. Employment Practices Liability insurance provides protection for the insured employer against claims by employees, former employees or prospective employees resulting from negligent acts or omissions involving hiring, firing, EEOC, retaliation, discrimination, etc. The Employment Practices Liability has a limit of liability of \$5,000,000 per occurrence/\$5,000,000 aggregate with a \$200,000 per occurrence self-insured retention.

General Liability, Law Enforcement Liability, Automobile Liability, Public Officials Liability and Employment Practices Liability are bundled with one carrier, BRIT, for the most competitive pricing.

Carrier: BRIT Global Specialty USA

	<u>FY20</u>	<u>FY21</u>
Premium:	\$104,060	\$105,000
SIR:	\$100,000 POL/\$200,000 EPLI	\$100,000 POL/\$200,000 EPLI
Limit of Liability:	\$5,000,000 per occurrence/\$5,000,000 aggregate	

*Note: The Public Officials & Employment Practices Liability are subject to a combined annual aggregate limit of \$5,000,000*

**Automobile Liability**

Automobile Liability insurance is for claims involving bodily injury or property damage because of an accident involving licensed vehicles, owned, leased or hired by the Town. The Town’s fleet consists of 187 vehicles. The limit of liability is \$1M per occurrence/ no annual aggregate with a \$100,000 per occurrence self-insured retention.

General Liability, Law Enforcement Liability, Automobile Liability, Public Officials Liability and Employment Practices Liability are bundled with one carrier, BRIT, for the most competitive pricing.

Carrier: BRIT Global Specialty USA

	<u>FY20</u>	<u>FY21</u>
Liability Premium:	\$43,560	\$40,000
SIR:	\$100,000	\$100,000
Limit of Liability:	\$1,000,000 per occurrence /no aggregate	\$1,000,000 per occurrence/ no aggregate



### Automobile Physical Damage

Automobile Physical Damage provides comprehensive and collision protection to scheduled vehicles in the event of an accident. Physical Damage coverage annual premium is \$17,274 with a \$10,000 deductible per occurrence.

Carrier: Florida Municipal Insurance Trust “FMIT”

	<u>FY20</u>	<u>FY21</u>
Physical Damage Premium:	\$17,902	\$17,274
Deductible:	\$10,000	\$10,000
Limit:	Actual Cash Value	Actual Cash Value

### Unmanned Aircraft Liability (public safety drones)

Unmanned Aircraft Liability insurance provides liability for bodily injury, property damage and physical damage for the use of drones by the Town’s public safety departments. The Unmanned Aircraft Liability policy has a limit of liability of \$1,000,000 per occurrence with zero deductible.

Carrier: Global Aerospace

	<u>FY20</u>	<u>FY21</u>
Premium:	\$1,277	\$1,340
Deductible:	zero	zero
Limit of Liability:	\$1,000,000	\$1,000,000

### Cyber Liability

Cyber-attacks and data breaches have increased significantly in recent years and public entities are not exempt. The cyber events include, but are not limited to, theft or release of personally identifiable information such as social security numbers, personal medical and health information, bank account numbers, credit card information, driver’s license number and the transmission of malware from a computer to a third party. These incidents can result in a financial impact on a public entity, including the cost of lawsuits, crisis management and notification of the affected parties. Even when services are through third parties, liability remains with the Town as owner of the information. Other coverages such as Business Income & Extra Expense, Media Liability and System Failure are included resulting from a cyberattack, release of electronic media, or network failure. Further, the Town’s bond rating agency evaluates the Town’s cyber exposure and seeks validation of such coverage upon review of bond ratings.

The Limit of liability is \$2,000,000 per claim or loss for Data & Network Liability, Regulatory defense & Penalties, Payments cards Liabilities and costs, Media Liability, Data Recovery, Cyber Extortion loss, Breach Response, and Business Interruption/Extra Expense, with a \$25,000



retention for each claim or loss, except for the Breach Response which has a \$10,000 retention for Forensic & Public Relations/Crisis management and \$5,000 retention for legal.

Carrier: Indian Beazley/Lloyds of London

	<u>FY20</u>	<u>FY21</u>
Premium:	\$9,550	\$32,250
SIR:	\$25,000	\$25,000
Limit of Liability:	\$1,000,000 per occurrence /\$1,000,000 aggregate	\$2,000,000 per occurrence/\$2,000,000 aggregate

### Marine Hull & Liability and Protection and Indemnity

The Town purchases Hull & Liability coverage that covers damage to the boat's hull, machinery and equipment and Protection and Indemnity that covers losses due to legal liability for injury to passengers.

The Town owns a 2015 34' SeaVee with twin Mercury 300 H.P. outboard engines. This boat is for the Police Department's Marine Unit.

Carrier: The Great American Insurance Group

	<u>FY20</u>	<u>FY21</u>
Premium:	\$7,567	\$7,567
Deductible:	\$2,500	\$2,500
Limit of Liability P & I:	\$1,000,000	\$1,000,000
Limit of Liability Hull & Liability:	\$219,865	\$219,865

### Workers' Compensation and Employer's Liability

Workers' Compensation is statutorily required and provides protection to employees and volunteers while performing duties within the course and scope of their assigned duties pursuant to Florida State Statute 440. Workers' Compensation limits are statutory. The Town has a \$500,000 self-insured retention under the policy.

Employer's Liability is coverage B under the Workers' Compensation policy and applies to liability that maybe imposed on an employer outside the provisions of the Workers' Compensation law. The Employer's Liability coverage has a \$1,000,000 limit of liability per occurrence and \$500,000 self-insured retention.

The Workers' Compensation and Employer's Liability coverage at an annual premium of \$122,374. The premium is subject to an annual audit at the end of the policy period. There is also an annual assessment for self-insured's from the State of Florida estimated at \$10,000.



Carrier: Florida Municipal Insurance Trust “FMIT”

	<u>FY20</u>	<u>FY21</u>
Premium:	\$120,944	\$122,374
Assessment to State:	\$8,786	\$10,000
Total Costs:	\$132,021	\$132,374
SIR:	\$500,000	\$500,000
Limit of Liability:	Statutory	Statutory

### Loss Fund

The loss fund is set up to cover the costs of claims within the Town’s self-insured retention and deductible. During the annual actuarial evaluation of the Risk Management program, the long-term future impact of claims is determined and funds are set-up accordingly. The loss fund for FY21 is \$1,647,500.

### Insurance Broker Fee

The Town has two insurance brokers that have access to the open market so we can gain maximum flexibility within our insurance program. The Town entered into a Non-Exclusive Insurance Broker Services Agreement with Relation Insurance Services, Inc. for the package insurance coverages and Arthur J. Gallagher Risk Management Services for the ancillary coverages.

#### Flat Fee Rates:

	<u>FY20</u>	<u>FY21</u>
Relation Insurance Services, Inc.	\$35,000	\$40,000
Arthur J. Gallagher Risk Management Services	\$10,000	\$10,000

### Claims Management Services and Third Party Administration (TPA)

The Town’s TPA is PGCS, Preferred Governmental Claims Solution. The claims administration program provided consists of workers' compensation, general liability, bodily injury, personal injury, property, auto liability, auto physical damage, employment practices liability, school leaders/educators liability and public officials liability. PGCS also provides a dedicated subrogation unit to pursue reimbursements from at-fault third parties, and catastrophic adjusting team in the event of a hurricane, natural, or manmade disaster.

Provider: Preferred Governmental Claims Solution “PGCS”

	<u>FY20</u>	<u>FY21</u>
Flat Fee Rate:	\$26,400	\$51,680

## **NON-EXCLUSIVE INSURANCE BROKER SERVICES AGREEMENT**

This agreement ("Agreement"), entered into this 10<sup>th</sup> day of September, 2020, by and between Relation Insurance Services of Florida, Inc. "Relation", a Florida corporation, hereinafter "Insurance Broker" or "Broker", with offices located at 700 Central Parkway, Stuart, FL and the Town of Palm Beach, a Florida municipal corporation ("Town"), with offices located at 360 South County Road, Palm Beach, FL 33480.

**WHEREAS**, Ascension Benefits & Insurance Solutions of Florida is to provide insurance for the Town for its annual insurance renewal to be effective October 1, 2019.

**NOW THEREFORE**, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and value of which is hereby acknowledged by both parties, the parties agree as follows:

### **Article 1**

#### **Incorporation by Reference**

1. The terms and conditions of the Town's Request for Qualifications RFQ No. 2012-18 for Property, Liability, Workers' Compensation and Ancillary Coverages and the Insurance Broker's response to RFQ 2012-18 provided to the Town are hereby incorporated into this Agreement as Exhibit A and Exhibit B respectively. In the event of any inconsistency in interpreting this Agreement, RFQ No 2012-18, provided to the Town, the Town's interpretation shall prevail.

### **Article 2**

#### **Insurance Broker's Specific Obligations**

1. Insurance Broker will provide the insurance broker services in conjunction with the insurance policy or policies provided by Insurance Broker in accordance with the insurance broker requirements set forth in this Agreement. Breach of these requirements shall be considered a breach of this Agreement.

- (a) The insurance policy or policies to be provided by the Insurance Broker pursuant to this Agreement are as follows:

- i. Property
- ii. Boiler & Machinery
- iii. Inland Marine
- iv. General Liability
- v. Cyber Liability
- vi. Law Enforcement Liability
- vii. Public Officials Liability
- viii. Employment Practices Liability
- ix. Automobile Liability
- x. Automobile Physical Damage
- xi. Workers' Compensation
- xii. Rental Equipment Coverage
- xiii. Unmanned Aircraft (public safety drones)

Any substantive change, that may occur at any time, as determined solely by the Town, in the quality of the insurance company providing said coverage, an increase in the associated premiums, reduction in the scope of said coverage provided, or an increase or decrease in associated deductible or self-insured retention, thereof may be grounds for the Town to modify this agreement and obtain coverage from an alternative insurance broker, insurance company or underwriters or may be grounds for the Town to unilaterally terminate this Agreement in the Town's sole discretion. The Town may make modifications to this agreement throughout the contract period and any such modifications shall be in writing.

(b) Work with the Town's Risk Manager in risk analysis, preparation of underwriting, submissions/specifications, marketing, program design and carrier selection. Insurance Broker will be actively involved to ensure the proper coverage for whatever the program may require. Maintain contact with global insurance markets, which are interested, available, and qualified to provide insurance and loss prevention services to the Town.

- (c) The Town will receive 48 hours of loss control services from Relation as part of this Agreement. Should the Town desire additional hours of loss control services the rate is \$650.00 per day (8 hours) or \$85.00 per hour. All travel expenses are included in this rate. The Town will receive unlimited hours of loss control services with coverages placed with Preferred by the loss control division within Preferred.
- (d) Support the Town's efforts in continual development of Risk Management Policies. To include: presentation of industry standard practices; assistance in development of policies that support the goals of the Town toward use of local resources; innovation in the design of risk funding of the Town toward use of local resources; and assist in presentations to policy and decision making authorities. Inform the Town of application Federal and State compliance legislation, legislative trends and issues and necessary governmental filings.
- (e) Coordinate with Town staff to assure that up-to-date exposure data is incorporated into issuance of newly purchased policies as enumerated herein.
- (f) Issue and deliver valid and timely binders for applicable insurance policies purchased by the Town as enumerated herein.
- (g) Assure that insurance policies being purchased as enumerated herein will be delivered in accordance with the proposal(s) that were negotiated and/or accepted by the Town.
- i. Verification of policy language, checking for: accuracy, appropriate forms, compliance with requirements, proper application to risk. Assure that the policies issued reflect not less than policy terms, conditions, coverage amounts and options than were accepted by the Town.
  - ii. Immediately correct policy deficiencies before delivery to the Town.
  - iii. Promptly deliver the policies to the Town within 30 days of policy inception. If any deficiencies from the accepted proposal remain, provide a timeline for their resolution to the satisfaction of the Town.

- iv. Broker is responsible for billing of premiums to the Town. All premiums shall be provided net of commission. All invoices should be sent to the Risk Manager.
- (h) Promptly and accurately process insurance policy endorsements and other change requests as needed.
- (i) Within 30 days of policy inception Insurance Broker will specify to the Risk Manager the loss control and safety services available from the insurers whose policies were purchased through the broker and thereafter coordinate loss control and safety services desired by the Town.
- (j) Assist the Town in filing claims with insurers from whom the Town has purchased policies through the broker.
- (k) Be available for risk management meetings with the Town and for meetings with the Town Council, as desirable during the year.
- (l) Issue Certificates of Insurance, within forty-eight (48) hours of receipt of a request for the same from the Town.
- (m) Monitor and notify the Town of major developments regarding the insurance industry or the Town's insurers or policies as enumerated herein that may affect the Town.
- (n) Respond to coverage or other insurance policy questions as may be presented by the Town within twenty-four (24) hours.
- (o) At mutually agreeable dates and times to be initiated by Insurance Broker, but not less than annually, Insurance Broker will review with Town staff the premium and coverages of the Town for the policies purchased and benchmark Town pricing and coverage against relevant, confidential municipal peer groups both with and without claim experience calibration/consideration.
- (p) Insurance Broker will provide the Town's Risk Manager, a stewardship and marketing report upon the request of the Town. The stewardship report must include, but is not limited to, a schedule of policies in force, premiums, losses, commissions and fees earned or waived, developments and trends in the markets for these coverages; and proposals for change in the Town's coverages. Also

include any measures that may broaden the current coverages and any premium cost reductions that may be available. Highlight accomplishments, loss control services, claims advocates, and any special services provided to the Town. The marketing report should provide the Town with: current program evaluation; marketing timetable; ratings of markets to be approached; broker recommendations and reasons; and anticipated rates and premium. Organize the presentation of the risk financing plan and exposures to the appropriate markets. Review the presentation plan and documents with the Town's Risk Manager for approval to proceed. Advise the Town on methods of optimizing and developing high-quality relationships with the markets as a trusted client. Negotiate best terms, rates and conditions. Monitor the financial condition of insurers, including their ability to pay claims promptly, and advise the Town whenever any insurer is downgraded by any applicable rating agency.

- (q) Not less than 150 days before renewal, proposals for additional insurance markets assigned to Insurance Broker by the Town for which there are no conflicts with other qualified brokers of the Town shall be obtained, and provided to the Town with a listing of all companies contacted, detail spreadsheets of all proposals received and all rejection letters, if any.
- (r) Insurance Broker will provide a matrix of final, written renewal proposals received to the Town to include an evaluation of coverage, limits and costs by a date determined by the Town. This shall be received in time for Town staff to prepare and present the insurance renewal to the Town Council at its regularly scheduled September Town Council meeting. If unable to meet this requirement Insurance Broker shall provide a written explanation to the Town sufficient to enable the Town to corroborate the broker's explanation.
- (s) If the Town conducts an RFQ or RFP process for coverages provided, Insurance Broker will promptly provide necessary background and rating data, and premium/claims history information desired for the RFQ or RFP.
- (t) Insurance Broker will cooperate with the Town in developing a fair reduction of the contracted broker/broker remuneration in the event the Town exercises the option

to solicit competition for one or more types of insurance outside the broker of record contract.

- (u) Insurance Broker will fully disclose insurance policy premiums and commissions or other remuneration received for the sale of such policies to the Town.
- (v) Insurance Broker will permit the Town to conduct an audit of all remuneration/revenues attributable to the Town's account and to fully cooperate with persons designated by the Town to perform such audit.
- (w) As needed, Insurance Broker will provide all requested actual and estimated premiums for any line of coverage requested by the Town to assist the Town with planning, budgeting and forecasting associated with its risk management program. This includes times that are not associated with the actual policy renewals.
- (x) Sales Executive and/or Account Executive shall respond to the Town inquiries within 24 hours of the Town's request for routine inquiries. For an emergency when designated as such by the Town, Sales Executive and/or Account Executive shall respond to the Town within four (4) hours of Town notifying the Sales Executive and/or Account Executive of an emergency situation. Sales Executive and/or Account Executive must be able to communicate remotely via phone, e-mails, etc.
- (y) An alternate Sales Executive and/or Account Executive shall be made available to the Town in the absence of the regularly assigned Sales Executive and/or Account Executive.
- (z) Broker shall notify the Town in writing should the designated Sales Executive and/or Account Executive be removed from the Town's account advising of the newly appointed Sales Executive and/or Account Executive and providing the Town with a full resume for this individual. Any change in the personnel assigned to the Town as indicated in the Insurance Broker's response to the RFQ No. 2012-18 may be grounds for unilateral termination of this Agreement by the Town.

## Article 3

### Financial

1. Insurance Broker shall be compensated by the Town in accordance with the Insurance Broker's RFQ 2012-18 submittal, as amended by negotiations with the Town, if any, as contained within this article.
  - (a) Insurance Broker may invoice the Town for agreed upon services in accordance with applicable terms and conditions agreed upon by the parties, but only when insurance binders have been delivered to the Town.
  - (b) Insurance Broker shall be compensated by the Town in the amount of \$40,000 through September 30, 2021. All current and new policies purchased throughout the contract period shall be written with a zero percent (0%) commission.
  - (c) Unless the Insurance Broker has proposed a flat rate fee or fixed percentage rate of commission on policies sold to the Town for a pre-determined period of time in the Insurance Broker's response to RFQ No. 2012-18 or as may be negotiated thereafter between the parties to this Agreement. Insurance Broker will provide written notice during the Town's budget process of any requested increase in commission or flat rate commission so the Town may properly consider renewal of the Agreement pursuant to section 5(a). If the Insurance Broker has proposed a flat rate fee or fixed percentage rate of commission on policies sold to the Town for a pre-determined period of time in the Insurance Broker's response to RFQ No. 2012-18 or as may be negotiated thereafter between the parties to this Agreement, the Insurance Broker is not entitled to request an increase in commission or flat rate commission for those years the Insurance Broker has committed to no increase in commission or flat rate commission to the Town.
  - (d) If Broker is being compensated based upon a fixed dollar amount or fixed percentage fee, meaning that this agreement specifies compensation and states that additional compensation will not be paid to Broker or any other party, then additional compensation is strictly prohibited. Similarly, if this agreement sets compensation based upon a fixed dollar amount or fixed percentage fee, and this agreement specifies that additional compensation shall be credited to the

Town, then any additional compensation to any party must be promptly returned to the Town. If this agreement is not based upon such fixed fee terms, then no owned or affiliated party, including brokers, wholesale brokers or third party intermediaries, may accept any type of compensation without full disclosure by Broker to the Town of the dollar amount or percentage of compensation prior to binding coverage.

- (e) In the event that Broker receives commission payments in connection with the placement procurement of Property, Liability, Workers' Compensation and Ancillary Insurance coverages excluding Flood Insurance for Town, the amount of such payments will be credited against the balance of the fee owed to Broker pursuant to this Agreement, and any commission amount in excess of such balance shall be promptly paid to Town within 30 days after receipt of such commission by Broker. In addition, it is understood and agreed that Broker, or Broker's corporate parent, subsidiaries or affiliated entities, may receive contingent payments or allowances from insurers based on factors which are not client-specific, such as the performance and/or size of an overall book of business produced with an insurer. Such contingent payments or allowances are not subject to this Agreement, and will not be credited against the balance of the fee owed to Broker pursuant to this Agreement or paid to Town.
2. Any funds returned to the Town pursuant to this Article shall be deemed an overpayment to the Broker of his/her fee or commission for service.

## **Article 4**

### **Insurance**

1. Insurance Broker shall provide the following insurance:
- (a) Errors and Omissions insurance with a limit of liability of \$10,000,000 per occurrence.

- (b) Insurance broker shall provide the Town with a Certificate of Insurance evidencing the above requested coverage prior to providing any services on behalf of the Town. Insurance coverage required shall be in force throughout the Agreement term. Should Insurance Broker fail to provide acceptable evidence of current insurance within seven (7) days of receipt of written notice at any time during the term of the Agreement, the Town shall have the right to consider the Agreement breached and shall have the right to immediately terminate the Agreement.
- (c) No changes to these insurance amounts may be made without a written amendment to this Agreement.

## **Article 5**

### **Term and Termination**

1. The term of this Agreement shall be from the date of execution through September 30, 2021.
  - (a) This Agreement may be renewed by the Town for additional one-year terms. Any renewal must be in writing and executed by the parties.
  - (b) This Agreement may be terminated or modified with or without cause. If either party fails to carry out and comply with any of the covenants, conditions, and agreements to be performed by it, then the other party may notify the non-complying party of such failure or default and demand that the same be remedied within ten (10) days. In the event of the failure to so remedy within said period, the non-defaulting party shall thereupon have the right to cancel, modify and/or terminate the Agreement immediately upon delivery of written notice to the other party. Should a party receive a second notice for the same item of failure or default, such party shall have no right of remedy and the Agreement may terminate upon written notice to the defaulting party.

## Article 6

### Miscellaneous

1. Notice – All notices shall be in writing and sent via registered or certified mail addressed as follows:

Insurance Broker:	Tim McCreary Relation Insurance Services of Florida 700 Central Parkway Stuart, FL 34994
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Town of Palm Beach:	Karen Temme, ARM Risk Manager 360 South County Road Palm Beach, FL 33480
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Copy to:	Danielle Olson Director of Human Resources 360 South County Road Palm Beach, FL 33480
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- (a) Successors and Assigns – The provisions of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. The Agreement cannot be assigned by either party without the prior written consent of the other, not to be reasonably withheld.
- (b) Force Majeure – If, because of Acts of God, strikes or other labor disputes, vendor delays, or other unavoidable cause, either party is unable to perform its obligations hereunder, such non-performance shall not be considered a breach of the Agreement.
- (c) Equal Opportunity Employer – Insurance Broker affirms that it is an Equal Opportunity Employer and will comply with all laws and regulations prohibiting employment discrimination in the performance of the Agreement.
- (d) The failure of either party to insist upon or enforce any term or provision or to exercise any right, option, or remedy of the Agreement, or to require at any time performance of any provision hereof, shall not be construed as a waiver of any such term or provision. No waiver by either party of any term or provision hereof shall be binding unless made in writing and signed by such party.

- (e) If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect.
- (f) This document, along with the documents incorporated into the Agreement in Paragraph 1.1, together with all insurance documents required hereby, and any other materials required under the bid documents shall constitute the entire Agreement. This Agreement may not be changed other than by agreement in writing signed by the parties.
- (g) In the event an action is brought by either party to enforce the terms of this Agreement, the prevailing party shall be entitled to recover its legal fees and court costs, through all appeals, in addition to any other remedies it may be entitled to under this Agreement or otherwise under the law.
- (h) Nothing contained herein shall be deemed or construed to create any rights to any member of the public or any third party whatsoever.
- (i) Independent Contractor – Insurance Broker shall at all times be deemed to be an independent contractor and nothing in this Agreement shall be construed to create the relationship of employer and employee, principal and broker, partnership or joint venture as between the Town and Insurance Broker.
- (j) Governing Law – This Agreement shall be governed by the laws of the State of Florida and venue shall lie in Palm Beach County, Florida.
- (k) Interpretation – This Agreement shall be administered on behalf of the Town by the Town’s Risk Manager or his/her designee. As used herein, the word “Town” shall refer to the Risk Manager or his/her designee unless otherwise noted or unless the context renders such construction illogical.

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

TOWN OF PALM BEACH

INSURANCE BROKER

\_\_\_\_\_  
Kirk Blouin, Town Manager

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name, Title and date

ATTEST:

\_\_\_\_\_  
Queenester Nieves, CMC, Town Clerk

Corporate Seal

Exhibit A

RFQ 2012-18  
Property, Liability, Workers' Compensation  
And Ancillary Coverages Insurance Broker

RFQ and Addendums are available upon request

## **NON-EXCLUSIVE INSURANCE BROKER SERVICES AGREEMENT**

This agreement ("Agreement"), entered into this 10<sup>th</sup> day of September, 2020, by and between Arthur J. Gallagher Risk Management Services, Inc., "AJG" a Illinois corporation, hereinafter "Insurance Broker" or "Broker", with offices located at 2255 Glades Road, Fl 33431 and the Town of Palm Beach, a Florida municipal corporation ("Town"), with offices located at 360 South County Road, Palm Beach, FL 33480.

**WHEREAS**, AJG is to provide insurance for the Town for its insurance renewal to be effective October 1, 2020.

**NOW THEREFORE**, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and value of which is hereby acknowledged by both parties, the parties agree as follows:

### **Article 1**

#### **Incorporation by Reference**

1. The terms and conditions of the Town's Request for Qualifications RFQ No. 2012-18 for Property, Liability, Workers' Compensation and Ancillary Coverages and the Insurance Broker's response to RFQ 2012-18 provided to the Town are hereby incorporated into this Agreement as Exhibit A. In the event of any inconsistency in interpreting this Agreement, RFQ No 2012-18, provided to the Town, the Town's interpretation shall prevail.

### **Article 2**

#### **Insurance Broker's Specific Obligations**

1. Insurance Broker will provide the insurance broker services in conjunction with the insurance policy or policies provided by Insurance Broker in accordance with the insurance broker requirements set forth in this Agreement. Breach of these requirements shall be considered a breach of this Agreement.
  - (a) The insurance policy or policies to be provided by the Insurance Broker pursuant to this Agreement are as follows:

- i. Crime
- ii. Flood Insurance policies with NFIP (8 policies)
- iii. Storage Tank Pollution Liability
- iv. Marine Hull & Liability/Protection & Indemnity Coverage
- v. Fiduciary Liability – Investment Advisory Board
- vi. Fiduciary Liability – Town of Palm Beach Employee Retirement Board
- vii. Fiduciary Liability – Defined Contribution Plan

The Town agrees not to hold AJG responsible for deficiencies in the insurance coverages listed above which have been purchased by other insurance brokers on behalf of the Town, until AJG has a reasonable opportunity to make a review and to provide the Town with their recommendations of any said deficiencies.

Any substantive change, that may occur at any time, as determined solely by the Town, in the quality of the insurance company providing said coverage, an increase in the associated premiums, reduction in the scope of said coverage provided, or an increase or decrease in associated deductible or self-insured retention, thereof may be grounds for the Town to modify this agreement and obtain coverage from an alternative insurance broker, insurance company or underwriters or may be grounds for the Town to unilaterally terminate this Agreement in the Town's sole discretion. The Town may make modifications to this agreement throughout the contract period and any such modifications shall be in writing.

(b) Work with the Town's Risk Manager in risk analysis, preparation of underwriting, submissions/specifications, marketing, program design and carrier selection. Insurance Broker will be actively involved to ensure the proper coverage for whatever the program may require. Maintain contact with global insurance markets, which are interested, available, and qualified to provide insurance and loss prevention services to the Town.

(c) The Town will receive zero hours of loss control services from AJG as part of this Agreement. Should the Town desire loss control services the rate is \$1,000 per day (8 hours) or \$150 per hour. All travel expenses are included in this rate.

- (d) Support the Town's efforts in continual development of Risk Management Policies. To include: presentation of industry standard practices; assistance in development of policies that support the goals of the Town toward use of local resources; innovation in the design of risk funding of the Town toward use of local resources; and assist in presentations to policy and decision making authorities. Inform the Town of application Federal and State compliance legislation, legislative trends and issues and necessary governmental filings.
- (e) Coordinate with Town staff to assure that up-to-date exposure data is incorporated into issuance of newly purchased policies as enumerated herein.
- (f) Issue and deliver valid and timely binders for applicable insurance policies purchased by the Town as enumerated herein.
- (g) Assure that insurance policies being purchased as enumerated herein will be delivered in accordance with the proposal(s) that were negotiated and/or accepted by the Town.
- i. Verification of policy language, checking for: accuracy, appropriate forms, compliance with requirements, proper application to risk. Assure that the policies issued reflect not less than policy terms, conditions, coverage amounts and options than were accepted by the Town.
  - ii. Immediately correct policy deficiencies before delivery to the Town.
  - iii. Promptly deliver the policies to the Town within 30 days of policy inception. If any deficiencies from the accepted proposal remain, provide a timeline for their resolution to the satisfaction of the Town.
  - iv. Broker is responsible for billing of premiums to the Town. All premiums shall be provided net of commission. All invoices should be sent to the Risk Manager.
- (h) Promptly and accurately process insurance policy endorsements and other change requests as needed.
- (i) Within 30 days of policy inception Insurance Broker will specify to the Risk Manager the loss control and safety services available from the insurers whose policies were

purchased through the broker and thereafter coordinate loss control and safety services desired by the Town.

- (j) Assist the Town in filing claims with insurers from whom the Town has purchased policies through the broker.
- (k) Be available for risk management meetings with the Town and for meetings with the Town Council, as desirable during the year.
- (l) Issue Certificates of Insurance, within forty-eight (48) hours of receipt of a request for the same from the Town.
- (m) Monitor and notify the Town of major developments regarding the insurance industry or the Town's insurers or policies as enumerated herein that may affect the Town.
- (n) Respond to coverage or other insurance policy questions as may be presented by the Town within twenty-four (24) hours.
- (o) At mutually agreeable dates and times to be initiated by Insurance Broker, but not less than annually, Insurance Broker will review with Town staff the premium and coverages of the Town for the policies purchased and benchmark Town pricing and coverage against relevant, confidential municipal peer groups both with and without claim experience calibration/consideration.
- (p) Insurance Broker will provide the Town's Risk Manager, a stewardship and marketing report upon the request of the Town. The stewardship report must include, but is not limited to, a schedule of policies in force, premiums, losses, commissions and fees earned or waived, developments and trends in the markets for these coverages; and proposals for change in the Town's coverages. Also include any measures that may broaden the current coverages and any premium cost reductions that may be available. Highlight accomplishments, loss control services, claims advocates, and any special services provided to the Town. The marketing report should provide the Town with: current program evaluation; marketing timetable; ratings of markets to be approached; broker recommendations and reasons; and anticipated rates and premium. Organize the presentation of the risk financing plan and exposures to the appropriate markets. Review the

presentation plan and documents with the Town's Risk Manager for approval to proceed. Advise the Town on methods of optimizing and developing high-quality relationships with the markets as a trusted client. Negotiate best terms, rates and conditions. Monitor the financial condition of insurers, including their ability to pay claims promptly, and advise the Town whenever any insurer is downgraded by any applicable rating agency.

- (q) Not less than 150 days before renewal, proposals for additional insurance markets assigned to Insurance Broker by the Town for which there are no conflicts with other qualified brokers of the Town shall be obtained, and provided to the Town with a listing of all companies contacted, detail spreadsheets of all proposals received and all rejection letters, if any.
- (r) Insurance Broker will provide a matrix of final, written renewal proposals received to the Town to include an evaluation of coverage, limits and costs by a date determined by the Town. This shall be received in time for Town staff to prepare and present the insurance renewal to the Town Council at its regularly scheduled September Town Council meeting. If unable to meet this requirement Insurance Broker shall provide a written explanation to the Town sufficient to enable the Town to corroborate the broker's explanation.
- (s) If the Town conducts an RFQ or RFP process for coverages provided, Insurance Broker will promptly provide necessary background and rating data, and premium/claims history information desired for the RFQ or RFP.
- (t) Insurance Broker will cooperate with the Town in developing a fair reduction of the contracted broker/broker remuneration in the event the Town exercises the option to solicit competition for one or more types of insurance outside the broker of record contract.
- (u) Insurance Broker will fully disclose insurance policy premiums and commissions or other remuneration received for the sale of such policies to the Town.
- (v) Insurance Broker will permit the Town to conduct an audit of all remuneration/revenues attributable to the Town's account and to fully cooperate with persons designated by the Town to perform such audit, subject to 30 days notice to Insurance Broker.

- (w) As needed, Insurance Broker will provide all requested actual and estimated premiums for any line of coverage requested by the Town to assist the Town with planning, budgeting and forecasting associated with its risk management program. This includes times that are not associated with the actual policy renewals.
- (x) Sales Executive and/or Account Executive shall respond to the Town inquiries within 24 hours of the Town's request for routine inquiries. For an emergency when designated as such by the Town, Sales Executive and/or Account Executive shall respond to the Town within four (4) hours of Town notifying the Sales Executive and/or Account Executive of an emergency situation. Sales Executive and/or Account Executive must be able to communicate remotely via phone, e-mails, etc.
- (y) An alternate Sales Executive and/or Account Executive shall be made available to the Town in the absence of the regularly assigned Sales Executive and/or Account Executive.
- (z) Broker shall notify the Town in writing should the designated Sales Executive and/or Account Executive be removed from the Town's account advising of the newly appointed Sales Executive and/or Account Executive and providing the Town with a full resume for this individual. Any change in the personnel assigned to the Town as indicated in the Insurance Broker's response to the RFQ No. 2012-18 may be grounds for unilateral termination of this Agreement by the Town.

### **Article 3**

#### **Financial**

1. Insurance Broker shall be compensated by the Town in accordance with the Insurance Broker's RFQ 2012-18 submittal, as amended by negotiations with the Town, if any, as contained within this article.
  - (a) Insurance Broker may invoice the Town for agreed upon services in accordance with applicable terms and conditions agreed upon by the parties, but only when insurance binders have been delivered to the Town.
  - (b) Insurance Broker shall be compensated by the Town in the amount of \$10,0000 through September 30, 2021. All current and new policies purchased

throughout the contract period shall be written with a zero percent (0%) commission.

- (c) Unless the Insurance Broker has proposed a flat rate fee or fixed percentage rate of commission on policies sold to the Town for a pre-determined period of time in the Insurance Broker's response to RFQ No. 2012-18 or as may be negotiated thereafter between the parties to this Agreement. Insurance Broker will provide written notice during the Town's budget process of any requested increase in commission or flat rate commission so the Town may properly consider renewal of the Agreement pursuant to section 5(a). If the Insurance Broker has proposed a flat rate fee or fixed percentage rate of commission on policies sold to the Town for a pre-determined period of time in the Insurance Broker's response to RFQ No. 2012-18 or as may be negotiated thereafter between the parties to this Agreement, the Insurance Broker is not entitled to request an increase in commission or flat rate commission for those years the Insurance Broker has committed to no increase in commission or flat rate commission to the Town.
- (d) If Broker is being compensated based upon a fixed dollar amount or fixed percentage fee, meaning that this agreement specifies compensation and states that additional compensation will not be paid to Broker or any other party, then additional compensation is strictly prohibited. Similarly, if this agreement sets compensation based upon a fixed dollar amount or fixed percentage fee, and this agreement specifies that additional compensation shall be credited to the Town, then any additional compensation to any party must be promptly returned to the Town. If this agreement is not based upon such fixed fee terms, then no owned or affiliated party, including brokers, wholesale brokers or third party intermediaries, may accept any type of compensation without full disclosure by Broker to the Town of the dollar amount or percentage of compensation prior to binding coverage.
- (e) In the event that Broker receives commission payments in connection with the placement procurement of Property, Liability, Workers' Compensation and Ancillary Insurance coverages excluding Flood Insurance for Town, the amount of such payments will be credited against the balance of the fee owed to Broker

pursuant to this Agreement, and any commission amount in excess of such balance shall be promptly paid to Town within 30 days after receipt of such commission by Broker. In addition, it is understood and agreed that Broker, or Broker's corporate parent, subsidiaries or affiliated entities, may receive contingent payments or allowances from insurers based on factors which are not client-specific, such as the performance and/or size of an overall book of business produced with an insurer. Such contingent payments or allowances are not subject to this Agreement, and will not be credited against the balance of the fee owed to Broker pursuant to this Agreement or paid to Town.

2. Any funds returned to the Town pursuant to this Article shall be deemed an overpayment to the Broker of his/her fee or commission for service.

## **Article 4**

### **Insurance**

1. Insurance Broker shall provide the following insurance:
  - (a) Errors and Omissions insurance with a limit of liability of \$10,000,000 per occurrence.
  - (b) Insurance Broker shall provide the Town with a Certificate of Insurance evidencing the above requested coverage prior to providing any services on behalf of the Town. Insurance coverage required shall be in force throughout the Agreement term. Should Insurance Broker fail to provide acceptable evidence of current insurance within seven (7) days of receipt of written notice at any time during the term of the Agreement, the Town shall have the right to consider the Agreement breached and shall have the right to immediately terminate the Agreement.
  - (c) No changes to these insurance amounts may be made without a written amendment to this Agreement.

## **Article 5**

### **Term and Termination**

1. The term of this Agreement shall be from the date of execution through September 30, 2021.
  - (a) This Agreement may be renewed by the Town for additional one-year terms. Any renewal must be in writing and executed by the parties.
  - (b) This Agreement may be terminated or modified with or without cause. If either party fails to carry out and comply with any of the covenants, conditions, and agreements to be performed by it, then the other party may notify the non-complying party of such failure or default and demand that the same be remedied within ten (10) days. In the event of the failure to so remedy within said period, the non-defaulting party shall thereupon have the right to cancel, modify and/or terminate the Agreement immediately upon delivery of written notice to the other party. Should a party receive a second notice for the same item of failure or default, such party shall have no right of remedy and the Agreement may terminate upon written notice to the defaulting party.

## **Article 6**

### **Miscellaneous**

1. Notice – All notices shall be in writing and sent via registered or certified mail addressed as follows:

Insurance Broker:

Judy Arenz. CPCU  
Arthur J. Gallagher –Boca Raton  
One Boca Plaza  
2255 Glades Road, Suite 400 E  
Boca Raton, FL 33431

Town of Palm Beach:

Karen Temme, ARM  
Risk Manager

360 South County Road  
Palm Beach, FL 33480

Copy to:

Danielle Olson  
Director of Human Resources  
360 South County Road  
Palm Beach, FL 33480

- (a) Successors and Assigns – The provisions of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. The Agreement cannot be assigned by either party without the prior written consent of the other, not to be reasonably withheld.
- (b) Force Majeure – If, because of Acts of God, strikes or other labor disputes, vendor delays, or other unavoidable cause, either party is unable to perform its obligations hereunder, such non-performance shall not be considered a breach of the Agreement.
- (c) Equal Opportunity Employer – Insurance Broker affirms that it is an Equal Opportunity Employer and will comply with all laws and regulations prohibiting employment discrimination in the performance of the Agreement.
- (d) The failure of either party to insist upon or enforce any term or provision or to exercise any right, option, or remedy of the Agreement, or to require at any time performance of any provision hereof, shall not be construed as a waiver of any such term or provision. No waiver by either party of any term or provision hereof shall be binding unless made in writing and signed by such party.
- (e) If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect.
- (f) This document, along with the documents incorporated into the Agreement in Paragraph 1.1, together with all insurance documents required hereby, and any other materials required under the bid documents shall constitute the entire Agreement. This Agreement may not be changed other than by agreement in writing signed by the parties.
- (g) In the event an action is brought by either party to enforce the terms of this Agreement, the prevailing party shall be entitled to recover its legal fees and

court costs, through all appeals, in addition to any other remedies it may be entitled to under this Agreement or otherwise under the law.

- (h) Nothing contained herein shall be deemed or construed to create any rights to any member of the public or any third party whatsoever.
- (i) Independent Contractor – Insurance Broker shall at all times be deemed to be an independent contractor and nothing in this Agreement shall be construed to create the relationship of employer and employee, principal and broker, partnership or joint venture as between the Town and Insurance Broker.
- (j) Governing Law – This Agreement shall be governed by the laws of the State of Florida and venue shall lie in Palm Beach County, Florida.
- (k) Interpretation – This Agreement shall be administered on behalf of the Town by the Town’s Risk Manager or his/her designee. As used herein, the word “Town” shall refer to the Risk Manager or his/her designee unless otherwise noted or unless the context renders such construction illogical.

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

TOWN OF PALM BEACH

INSURANCE BROKER

\_\_\_\_\_  
Kirk Blouin, Town Manager

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name, Title and date

ATTEST:

\_\_\_\_\_  
Queenester Nieves, CMC, Town Clerk

Corporate Seal

RFQ 2012-18  
Property, Liability, Workers' Compensation  
And Ancillary Coverages Insurance Broker

RFQ and Addendums are available upon request

**Town of Palm Beach**  
**Liability, Auto Physical Damage, Property, and Workers' Compensation**  
**Third Party Administration Services**

**AGREEMENT FOR THIRD PARTY ADMINISTRATION (TPA) SERVICES**

**THIS AGREEMENT** made and entered into this 10<sup>th</sup> day of September 2020, by and between Town of Palm Beach, a municipal corporation of the State of Florida, hereinafter referred to as the "Town" and Preferred Governmental Claim Solution "PGCS" of Florida, hereinafter referred to as "Administrator".

**WITNESSETH**

**WHEREAS**, the Town desires to engage the services of Third Party Administrator to provide claims management services for the Town's liability, auto physical damage, property, and workers' compensation claims in accordance with this Agreement;

**WHEREAS**, Administrator is qualified and desires to provide claims management services for the Town's liability, auto physical damage, property and workers' compensation claims in accordance with this Agreement;

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, the parties hereto do mutually agree as follows:

**I. AGREEMENT TERM**

1. The effective date of this Agreement shall be October 1, 2020. Agreement term shall expire on September 30, 2021 subject to termination as provided herein.
2. This Agreement constitutes the entire understanding of the parties with respect to provision of services.

**II. ADMINISTRATOR FEES**

Town shall pay Administrator an annual flat rate of \$51,680 as the third party administrator during the period of this Agreement. This amount will be paid in quarterly during the term of this Agreement.

### **III. SCOPE OF SERVICES**

Administrator will serve as the third party administrator for all claims and will provide the following services under this Agreement:

1. Administer and adjust all claims in compliance with applicable laws, rules and regulations governing the administration of the Town's insurance claims.
2. Provide qualified and experienced personnel capable of servicing all claims of the Town. Any change in adjuster assigned to the Town must be provided in writing in advance of said change.
3. Administrator will maintain an office with a toll-free telephone number which is located in Florida.
4. Administrator must be able to manage the claims with a comprehensive database system which will allow internet access for the Town to view the adjuster's notes, pay history, financials and other pertinent information needed by the Town at no additional charge to the Town.
5. Administrator (assigned claims adjuster) shall contact the claimant and/or injured employee within 24 hours of claim notification.
6. Administrator will investigate, including taking a recorded statement from the claimant and any witnesses for each reported claim or loss, including investigation into the compensability of each reported workers' compensation claim or loss and conduct such reasonable investigations as necessary to protect the Town from waiving any defenses available in liability or under the workers' compensation statute.
6. Maintain a file for each claim or loss, which shall be available for review by the Town. By the terms of this contract it is agreed that any and all electronic and hard/paper files for each claim or loss is owned by the Town of Palm Beach.
7. Perform administrative and clerical duties for each claim or loss, including the preparation of checks or vouchers, compromises, releases, agreements and any other documents prepared and/or approved by legal counsel necessary to finalize a claim.
8. Recommend claim reserves and update as appropriate only with the approval of the Risk Manager.
9. Provide narrative and analytical reports of all claims as required by the Town.
10. Administrator must obtain approval from the Town prior to any settlements.
11. Claims adjusters and appropriate claims managers shall attend in person or virtual

quarterly claim review meetings to be held at the Town or a location agreed upon by the Town and Administrator.

12. Notify the Town's Risk Manager and excess carriers of claims or losses with respect to which potential losses may exceed the Town's stop loss, self-insured retention and/or deductible and provide said parties with information on the current status of those claims or losses.
13. Coordinate investigations on litigated claims with the Town and approved legal defense counsel, excess carrier(s), etc. This includes negotiation of settlements, subrogation and reimbursement from excess carrier(s).
14. The Town's Risk Manager will attend all mediations or settlement meetings along with the claims adjuster and defense attorney for claims handled through the insurance program.
15. Provide all claim forms and other forms as required by the State of Florida that are appropriate for efficient administration of the Town's claims.
16. Report all claims to the excess carrier(s) according to the insurance policy reporting requirements. For any late reporting penalties imposed by the carrier due to late reporting by the Administrator, the Administrator will either pay the penalties directly or reimburse the Town for those amounts within 30 days of request for reimbursement from the Town.
17. Administrator will submit requests to the excess carrier for all payments above the self-insured retention or deductible on behalf of the Town. The reimbursement checks will be forwarded to the Town and the amount recovered will be entered into Administrator's claim database for each file. A quarterly report of all submissions to excess carriers will be provided to the Town.
18. Investigate and pursue all subrogation and liens on behalf of the Town in all states permitting subrogation. Monies received from all subrogation within the Town's self-insured retention and/or deductible shall be the revenue of the Town.
19. Administrator shall perform medical control and management of workers' compensation claims in conjunction with the Risk Manager. Such medical control and management shall be performed in accordance with the industry standard applicable to such services.
20. Arrange for independent medical evaluations or other experts to the extent deemed necessary by the Administrator with the approval of the Risk Manager.
21. Jointly and in conjunction with the Risk Manager select a panel of physicians or other health care providers to treat employees and a panel of medical specialist to provide long-term or specialty care for the Town's Medical Management program. The Town

will have final approval of any medical doctors placed into the care of their employees.

22. The insurance adjuster shall arrange for required medical appointments as indicated by the approved treating medical provider(s) within 24 hours of notification. Only with the approval of the Risk Manager should a 3<sup>rd</sup> party vendor be used to arrange medical appointments.
23. Coordinate with the Risk Manager in order to develop ways of using any medical facility more effectively.
24. Administrator will monitor the treatment programs recommended for employees by physicians, specialists and other health care providers by reviewing all medical reports so prepared and by maintaining such contact with these providers as may be appropriate and in conjunction with the Risk Manager.
25. Assist the Town with the interpretations of medical reports as needed. Assist the Town in returning the injured employee to work as needed. The Administrator will comply with all applicable state and federal laws regarding medical reports and data including but not limited to HIPAA.
26. Assist the Town in arranging for rehabilitation or retraining of employees in appropriate cases. The Administrator will utilize telephonic or field nurse case management only when authorized by the Town.
27. Administrator must notify the Risk Manager of any networks utilized on the Town's claims.
28. Administrator shall submit and pay medical bills pursuant to Rule 69L-7.602.
29. Administrator will provide all reports, forms and documents to the State of Florida as required per Florida State Statutes.
30. The Administrator, at their expense will ensure all claims and payment data is included in the loss runs (detailed and summary). Historical data from all prior third party Administrators will be included in the loss runs (detailed & summary).
31. Loss runs will be provided to the Town on a monthly basis for detailed and summary reports sorted separately by each claim, policy year, department/location and claim type in an excel and pdf format. Specific detail and summary reports must also be provided. There will not be an additional charge for any loss run reports provided by the Administrator. The following reports are required, but not limited to:
  - Weekly payment register
  - Monthly detailed and summary loss reports – all years; all claim types

- Annual detailed and summary loss reports – all years; all claim types for insurance renewals
  - Subrogation and lien reports
  - Litigation reports
  - Legal payment reports
  - 5 Year Summary Loss
  - Coverage Report
  - Large Loss Report
  - Monthly - open claims only report
32. Administrator will provide the Town with remote access to review claims within Risk Master or other software provided by Administrator. Administrator shall provide all necessary training to utilize Risk Master or other equivalent software. The Administrator must provide the Town with all detailed claim data in a transferrable and readable format as directed by the Town's IT Manager and upon request by the Town or upon termination of this agreement.
  33. Assist the Town as needed in arranging for a bank account to be used for issuing checks under this Agreement.
  34. Administrator shall make all applicable payments in accordance with Florida State Statute, excess carrier(s) policy language and legal precedent from the Town's bank account. Fees, interest or civil penalties incurred due to late payments or adjuster mishandling are to be paid by the Administrator unless late reporting was caused by the Town.
  35. Administrator to provide the Town with a weekly payment register for all checks issued by the Administrator from the Town's bank account in order for the Town to properly fund the bank account.
  36. Checks issued by Administrator shall not be mailed until the Town has advised Administrator that the funds have been transferred into the bank account.
  37. All Indemnity payment checks shall be issued to the employee or Town based upon the lost-time and workers' compensation policy. If issued to the Town please mail to the Town's Risk Manager.
  38. Administrator must prepare, maintain, and file statistical data, records, or reports as required by excess insurance carriers, Town's actuaries, and the State of Florida.
  39. The Administrator must prepare, maintain and file statistical information required by the workers' compensation rating bureaus, including all data required for the promulgation of the Town's experience modification and state assessments.
  40. The Administrator will provide for the security of all Town claims data to include adequate provisions for protection from unauthorized access to the Town's claims

data. Any access to the Town's claims data by Administrator affiliates, the public or any person or any person or entity is strictly prohibited without the Town's prior written permission.

41. Administrator shall prepare 1099 forms in accordance with Federal and State laws for all vendors paid through the Administrator on behalf of the Town. A copy of each 1099 form shall be provided to the Town.

#### **IV. TOWN'S RESPONSIBILITIES**

The Town shall have and perform the following duties, obligations, and responsibilities:

1. The Town shall establish a bank account at a bank of the Town's choosing and this account will be used to process claim checks. The Town will be responsible for the proper funding of this account as well as all banking fees, bank interfaces and the bank reconciliations. Administrator shall use the funds deposited by the Town into the account to pay claim settlements as authorized by the Town, and to pay interim claim payments, indemnity payments, medical expenses and allocated expenses.
2. It is the Town's responsibility to establish and replenish the bank account with funds sufficient to cover all claim payments. The Town may, at its discretion, increase or decrease the minimum funding levels based on actual claim activity. The bank account shall remain in effect until all claims activity ceases under this Agreement.
3. Town shall be responsible for the funding of claims, losses, or liabilities, which fall under the established annual stop loss, self-insured retention and/or deductible to include but are not limited to: cost of medical and/or indemnity payments, outside investigation of claims, surveillance, vocational rehabilitation, on-site case management, legal fees, court or hearing costs, depositions, documents and exhibits, witness fees, photography and other incidental and special costs. Initial coverage costs shall be borne by the Town as normal claims related expenditures and shall be charged against the Town's account.

#### **V. ADMINISTRATOR'S RESPONSIBILITY**

1. Administrator shall indemnify and hold harmless the Town, its officers, and employees from liabilities, damages, losses and costs, including, but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Administrator and persons or entities employed or utilized by the Administrator in the performance of this agreement.

2. Administrator shall be liable for the recovery of claim processing errors arising from Administrator's performance pursuant to the terms of this Agreement, accepting liability for any such error that is reasonable, made in good faith, and within acceptable industry standards. Administrator shall use diligent efforts toward the recovery of any loss therefrom.
3. Town shall defend, indemnify and hold harmless Administrator and its successors, employees, agents and affiliates for all claims, demands, losses, costs, expenses, obligations, attorney's fees, court costs, interest, fines, penalties and damages arising out of (i) any work completed by any other entity prior to, or subsequent to Administrator's assumption of the Claims; (ii) Town's acts of gross negligence or willful misconduct or breach of this Service Agreement
4. It is understood and agreed that Administrator is and shall remain an independent contractor with respect to the services being performed by the Administrator pursuant to this Agreement and shall not for any purpose be deemed an employee of the Town, nor shall the relationship of the parties be deemed that of partners or joint ventures.
5. Administrator shall duly consider all written notices and recommendations made by Town relative to the administration of claims, including medical and litigation services with the understanding that the final authority rests with the Town. Administrator shall not be responsible or liable for any action or inaction of the Town, which is contrary to a lawful written recommendation or instruction by Administrator, applicable by law, and/or workers' compensation law that causes any claim to not be properly adjusted, administered, and/or processed.
6. During the performance of this Agreement, Administrator shall procure and maintain, for the life of this Agreement, General Liability coverage with limits not less than \$1,000,000 per occurrence/\$2,000,000 aggregate endorsing the Town of Palm Beach as an additional insured; Cyber liability with a limit of liability not less than \$1,000,000; Professional Liability/Errors & Omissions with a limit of liability not less than \$1,000,000; Workers' Compensation pursuant to Florida State Statue 440 and Employer's Liability coverage with limits of liability in the amount of \$500,000 each accident, \$500,000 disease (each employee) and \$500,000 disease (policy limit).
7. If the Town conducts a Request for Proposal during the Agreement period, Administrator shall fully cooperate and provide any and all documentation desired for the Request for Proposal.

## **VI. DEFAULT AND TERMINATION**

1. This Agreement may be terminated or modified with or without cause. The failure of either party to comply with any provision of this Agreement will place that party in default. Prior to terminating the Agreement, the non-defaulting party will notify the defaulting party in writing. This notification will make specific reference to the

provision(s) the defaulting party failed to comply with, the exact nature of the default, and the action that needs to occur to correct the default. The non-defaulting party will give the defaulting party a minimum of ten (10) business days to correct the default. If the default is not corrected within the allotted time, the non-defaulting party shall be permitted to terminate this Agreement, effective upon the receipt by the defaulting party of a written termination notice. Should a party receive a second notice for the same item of failure or default, such party shall have no right of remedy and the Agreement may terminate upon written notice to the defaulting party.

2. Neither party shall, however, be excused from performance if non-performance is due to forces which are preventable, removable or remediable and which the non-performing party could have, with the exercise or reasonable diligence, prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.
3. It is understood and agreed that either party shall have the right to terminate this Agreement with or without cause:
  - (a) the Town giving Administrator not less than thirty (30) days advance written notice of termination.
  - (b) Administrator giving the TOWN not less than thirty (30) days advance written notice of termination.

## **VII. OWNERSHIP AND RETENTION OF CLAIM FILES**

1. Administrator will retain electronic and hard detailed claim files during the time the Agreement is in effect. Electronic and hard detailed claim file data created pursuant to this Agreement is the ultimate property of the Town.
2. Upon termination of the Agreement, all hard copy detailed claim files will be provided to the Town by the Administrator and the Town will pay for an agreed upon cost for the transporting of these detailed claim files. All electronic detailed claim data will be provided to the Town in a transferrable and readable format as indicated by the TOWN's IT Manager.

## **VIII. NOTICE**

Whenever written notice is required under the terms of this Agreement, it shall be delivered either in person or by registered mail, postage prepaid to the appropriate party. Notice by registered mail shall be addressed to both parties listed below in case of Town:

Karen Temme, ARM  
Risk Manager

Danielle Olson  
Director of Human Resources

Town of Palm Beach  
360 S. County Road  
Palm Beach, FL 33480

Town of Palm Beach  
360 S. County Road  
Palm Beach, FL 33480

Notice by registered mail shall be addressed to the party listed below in case of Administrator:

Mr. Arnie Mascali, Vice President  
Preferred Governmental Claim Solution  
615 Crescent Executive Court, Suite 600  
Lake Mary, FL 32746

The provisions of this Agreement supersede any prior Agreements or understandings.

#### **IX. ENFORCEMENT**

The Agreement shall be governed by the laws of the State of Florida. In the event that it becomes necessary for either party to employ counsel to collect their obligation or to enforce this Agreement, whether or not suit is brought, the prevailing party shall recover a reasonable attorney's fee, including fees on appeal. For all enforcement actions against Administrator or the Town, jurisdiction will be in Palm Beach County, FL and the Agreement will be interpreted according to the laws of the State of Florida.

#### **X. DEFENSES**

1. Administrator agrees to defend and hold the Town harmless:
  - (a) for any penalty or fine the Town shall suffer that is solely the fault of Administrator;
  - (b) for the recovery of claims processing errors arising from Administrator's performance, pursuant to the terms of this agreement, excepting liability for any such error that is reasonable, made in good faith, and within acceptable industry standards. Administrator shall use diligent efforts toward the recovery of any loss.
  - (c) for any claims resulting from errors, omissions or negligence on the part of Administrator unless the actions of Administrator were taken at the direction of the Town or as the result of the Town's negligence.

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

Town of Palm Beach

Preferred Governmental Claim Solution

\_\_\_\_\_  
Kirk Blouin, Town Manager

\_\_\_\_\_  
Arnie Mascali, Vice President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Approved by Town Council on September 10, 2020.

ATTEST:

\_\_\_\_\_  
Queenester Nieves, CMC, Town Clerk

Corporate Seal

# TOWN OF PALM BEACH

Town Council Meeting on: September 10, 2020

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## Section of Agenda

Resolutions

### Agenda Title

RESOLUTION NO. 76-2020 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida Designating Town Depositories for Fiscal Year 2021 Pursuant to Section 2-517 of the Town Code of Ordinances and Designating Parties to Sign Checks or Warrants on Behalf of the Town Pursuant to Section 2-36 of the Town Code of Ordinances.

### Presenter

Jane Le Clainche, Director of Finance

### ATTACHMENTS:

- ▣ **Memorandum dated August 30, 2020, from Jane Le Clainche, Director of Finance**
- ▣ **Resolution No. 76-2020**

# TOWN OF PALM BEACH

Information for Town Council Meeting on: September 10, 2020

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To: Mayor and Town Council

Via: Kirk Blouin, Town Manager

From: Jane Le Clainche, Director of Finance

Re: Designation of Town Depositories and Parties Authorized to Sign  
Checks or Warrants on Behalf of the Town for Fiscal Year 2021  
**Resolution No. 76-2020**

Date: August 30, 2020

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## **STAFF RECOMMENDATION**

Staff recommends that the Town Council approve Resolution No. 76-2020 designating the Town depositories and authorized parties to sign checks and warrants on behalf of the Town for fiscal year 2021.

## **GENERAL INFORMATION**

Pursuant to sections 2-36 and 2-517 of the Town of Palm Beach Code of Ordinances, the Town Council must annually designate Town depositories and authorized parties to sign checks and warrants on behalf of the Town.

## **TOWN ATTORNEY REVIEW**

Town Attorney review is not necessary for this resolution since it is the standard resolution used every year and was previously approved by the Town Attorney.

jl

Attachment

**RESOLUTION NO. 76-2020**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, DESIGNATING TOWN DEPOSITORIES FOR FISCAL YEAR 2021 PURSUANT TO SECTION 2-517 OF THE TOWN CODE OF ORDINANCES AND DESIGNATING PARTIES TO SIGN CHECKS OR WARRANTS ON BEHALF OF THE TOWN PURSUANT TO SECTION 2-36 OF THE TOWN CODE OF ORDINANCES.**

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

**Section 1.** Pursuant to Section 2-517 of the Town Code of Ordinances, the Town Council hereby designates the following financial institutions as depositories for Fiscal Year 2021:

- 1) TD Bank, N.A. (Checking and Merchant Accounts)
- 2) Bank United (Excess Funds)
- 3) Florida League of Cities (Excess Funds)
- 4) PFM Asset Management LLC (Excess Funds)
- 5) FL PALM (Public Assets for Liquidity Management) (Excess Funds)
- 6) TD Wealth Management (Custody Account)
- 7) Salem Trust (Custody Account)
- 8) Qualified Public Depositories per Florida State Statute 280.02

**Section 2.** Pursuant to Section 2-36 of the Town Code of Ordinances, funds may be withdrawn from the Town's bank accounts referenced in Section 1, upon checks, warrants, or wire transfers duly signed by the Town Manager and the Town's Finance Director.

In the absence of or as may be designated by the Town Manager, the Deputy Town Manager may sign checks, warrants, or wire transfers in the place and instead of the Town

Manager.

In the absence of or as may be designated by the Finance Director, the Assistant Finance Director, the Budget Analyst may sign checks, warrants, or wire transfers in the place and instead of the Finance Director.

The Town Manager and Deputy Town Manager are not authorized to countersign each other's signatures; nor are the Finance Director, the Assistant Finance Director, and the Budget Analyst authorized to countersign each other's signatures.

**Section 3.** To open a new account, all current authorized account signatures will sign the appropriate paperwork. To close an existing account, the financial institution will be notified by letter signed by the Finance Director or Town Manager.

**Section 4.** Pursuant to Section 2-36 of the Town Code of Ordinances, funds may be withdrawn from the Town bank account designated for the payment of liability, property and worker's compensation claims upon checks, warrants, or wire transfers duly signed by two designated staff members of the Town's contracted third party claims administrator.

**Section 5.** The Town Clerk is hereby directed to furnish a certified copy of this Resolution to TD Bank, N.A., Florida League of Cities, N.A., PFM Asset Management LLC, Florida Public Assets for Liquidity Management (FL PALM), TD Wealth Management, Salem Trust and any additional Qualified Public Depositories utilized by the Town.

**PASSED AND ADOPTED** in a regular, adjourned session of the Town Council of the Town of Palm Beach assembled this 10<sup>th</sup> day of September, 2020.

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Gail L. Coniglio, Mayor

ATTEST:

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Queenester Nieves, CMC, Town Clerk

# TOWN OF PALM BEACH

Town Council Meeting on: September 10, 2020

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## Section of Agenda

Resolutions

## Agenda Title

RESOLUTION NO. 77-2020 A Resolution of The Town Council of The Town of Palm Beach, Palm Beach County, Florida, Approving A Managed Service Agreement Between The Town Of Palm Beach And Comcast Business Services For Fiber Optic Interconnectivity In An Amount Not To Exceed \$90,000 Annually, And Subject To Approval Of The Fiscal Year 2021 Budget And Subsequent Annual Budgets.

## Presenter

Jay Boodheshwar, Deputy Town Manager

## ATTACHMENTS:

- ▣ **Memorandum Dated August 26, 2020, from Jay Boodheshwar, Deputy Town Manager**
- ▣ **Resolution No. 77-2020**
- ▣ **Exhibit "A"**

# TOWN OF PALM BEACH

Information for Town Council Meeting on: September 8, 2020

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To: Mayor and Town Council

Via: Kirk Blouin, Town Manager

Via: Jay Boodheshwar, Deputy Town Manager

From: Charles Kapachinski, Information Technology Manager

Re: Approval to enter into a Managed Service Agreement with Comcast Business Services for fiber optic interconnectivity between critical town facilities  
**Resolution No. 077-2020**

Date: August 26, 2020

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## **STAFF RECOMMENDATION**

Staff recommends Town Council approval of Resolution No. 77-2020, authorizing the Town Manager to execute a Managed Service Agreement with Comcast Business Services for the interconnectivity of 11 Town sites using managed fiber for an initial term of 60 months, in an amount not to exceed \$90,000 annually.

## **GENERAL INFORMATION**

In FY2000 the Town entered into a franchise agreement with Comcast Cablevision for fiber optic network connectivity between 11 critical Town sites. This service provides interconnectivity between critical service sites and the Town's digital network operations center (NOC) which in turn allows centralized management, communication, support and administration of most Town digital operations. This long term relationship with our strategic business partner has resulted in savings to the Town of approximately \$1.6 million over the 20 year agreement (\$80,000 annually). The original agreement has expired and Comcast has continued to honor the terms of the original agreement while the Town explored options to maintain critical interconnectivity. After a thorough review of options, Comcast provides the most cost effective managed solution, also allowing for scalability, the need to turn up additional bandwidth as demand increases, without additional construction or build-out costs.

The interconnectivity allows for centralized network operations and may require additional connections as the Town begins to embrace transformative digital services and Smart Technologies in the future.

### **PURCHASING REVIEW**

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

### **FUNDING/FISCAL IMPACT**

The renewal cost of this critical service will be charged to the Data Line/Radio Base account (001.15.125.513.30.41.03) for a not to exceed cost of \$90,000 annually, and is already included in the FY2021 budget.

### **TOWN ATTORNEY REVIEW**

The resolution is in a form that has previously been reviewed and approved by the Town Attorney for legal form and sufficiency.

cc: Jane Le Clainche, Finance Director  
Dean Mealy, Purchasing Manager  
John C. Randolph, Town Attorney

**RESOLUTION NO. 77-2020**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING A MANAGED SERVICE AGREEMENT BETWEEN THE TOWN OF PALM BEACH AND COMCAST BUSINESS SERVICES FOR FIBER OPTIC INTERCONNECTIVITY IN AN AMOUNT NOT TO EXCEED \$90,000 ANNUALLY, AND SUBJECT TO APPROVAL OF THE FISCAL YEAR 2021 BUDGET AND SUBSEQUENT ANNUAL BUDGETS.**

WHEREAS, the Town of Palm Beach and Palm Beach County desire to enter into a Managed Service Agreement with Comcast Business Services.

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

Section 1: The foregoing recitals are hereby ratified and confirmed.

Section 2: The Town Council of the Town of Palm Beach hereby authorizes the Town Manager to execute a Managed Service Agreement for fiber optic interconnectivity, attached and incorporated in the Resolution as "Exhibit A", along with any other related documents as may be necessary to achieve these purposes.

Section 3: The annual cost for the services to be provided by Comcast Business Services shall not exceed \$90,000 annually; and the Town Manager is hereby authorized to take the necessary actions required to effectuate the agreement.

**PASSED AND ADOPTED** in a regular, adjourned session of the Town Council of the Town of Palm Beach assembled this 10th day of September, 2020.

\_\_\_\_\_  
Gail L. Coniglio, Mayor

ATTEST:

\_\_\_\_\_  
Queenester Nieves, CMC, Town Clerk

**FIRST AMENDMENT**  
**to**  
**Comcast Enterprise Services Master Services Agreement No. FL-4867045-mjime**

**This First Amendment** (“Amendment”) is concurrently entered into on August 31, 2020 (“Effective Date”) in conjunction with the Comcast Enterprise Services Master Services Agreement No. FL-4867045-mjime (“Agreement”) by and between Comcast Cable Communications Management, LLC (“Comcast”) and Town of Palm Beach (“Customer”), individually referred to herein as “Party” and jointly referred to as “Parties”. In the event of an explicit conflict between this Amendment and the Agreement, the terms and conditions of this Amendment shall take precedence in the interpretation of the explicit matter in question. Unless otherwise set forth herein, all capitalized terms set forth herein shall have the same meaning as set forth in the Agreement.

**Whereas**, the Parties desire to amend the Agreement by this writing to reflect the amended or additional terms and conditions to which the Parties have agreed to;

**Now, therefore**, in consideration of the mutual covenants, promises, and consideration set forth in this Amendment, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Article 6.2 of the Comcast Enterprise Services General Terms and Conditions (“General Terms and Conditions”) is hereby modified to read as follows:

“Customer’s Indemnification Obligations. To the extent not prohibited by law, Customer shall indemnify, defend, and hold harmless Comcast from any and all Claims arising on account of or in connection with Customer’s and its users’ use or sharing of the Service provided under the Agreement, including with respect to: (i) any content received or distributed by Customer or its users through the Service, (ii) libel, slander, infringement of copyright, or unauthorized use of trademark, trade name, or service mark arising out of communications via the Service; (iii) for patent infringement arising from Customer’s combining or connection of Customer-Provided Equipment to use the Service and (iv) for damage arising out of the gross negligence or willful misconduct of Customer.”

**IN WITNESS WHEREOF**, the Parties hereto have executed this Amendment as of the day and year written below and the persons signing covenant and warrant that they are duly authorized to sign for and on behalf of the respective Parties. Except as otherwise modified by this Amendment, all other terms and conditions set forth in the Agreement shall remain in full force and effect.

**Town of Palm Beach**

**Comcast Cable Communications Management, LLC**

Signature:		Signature:	
Printed Name:		Printed Name:	
Title:		Title:	
Date:		Date:	

## COMCAST ENTERPRISE SERVICES MASTER SERVICES AGREEMENT (MSA)

MSA ID#: FL-4867045-mjime

MSA Term: 60 months

Customer Name: Town of Palm Beach

### CUSTOMER INFORMATION

Primary Contact: Charles Charles Kapachinski	<u>Primary Contact Address Information</u>
Title: Director of IT	Address 1: 360 South County Road
Phone: (561) 227-6310	Address 2:
Cell:	City: Palm Beach
Fax:	State: FL
Email: ckapachinski@townofpalmbeach.com	Zip Code: 33480

This Master Service Agreement ("Agreement") sets forth the terms and conditions under which Comcast Cable Communications Management, LLC and its operating affiliates ("Comcast") will provide communications and other services ("Services") to the above Customer. The Agreement consists of this fully executed Master Service Agreement Cover Page ("Cover Page"), the Enterprise Services General Terms and Conditions ("General Terms and Conditions"), any written amendments to the Agreement executed by both parties ("Amendments"), the Product-Specific Attachment for the applicable Services ("PSA(s)") and each Sales Order accepted hereunder ("Sales Orders"). In the event of any inconsistency among these documents, precedence will be as follows: (1) this Cover Page, (2) General Terms and Conditions, (3) PSA(s) and (4) Sales Orders. This Agreement shall be legally binding when signed by both parties and shall continue in effect until the expiration date of any Service Term specified in a Sales Order referencing the Agreement, unless terminated earlier in accordance with the Agreement.

The Customer referenced above may submit Sales Orders to Comcast during the Term of this Agreement ("MSA Term"). After the expiration of the initial MSA Term, Comcast may continue to accept Sales Orders from Customer under the Agreement, or require the parties to execute a new MSA.

The Agreement shall terminate in accordance with the General Terms and Conditions. The General Terms and Conditions and PSAs are located at <https://business.comcast.com/terms-conditions-ent> (or any successor URL). Use of the Services is also subject to the High-Speed Internet for Business Acceptable Use Policy ("AUP") located at <http://business.comcast.com/customer-notifications/acceptable-use-policy> (or any successor URL), and the High-Speed Internet for Business Privacy Policy (Privacy Policy) located at <http://business.comcast.com/customer-notifications/customer-privacy-statement> (or any successor URL). Comcast may update the General Terms and Conditions, PSAs, AUP and Privacy Policy from time to time upon posting to the Comcast website.

Services are only available to commercial customers in wired and serviceable areas in participating Comcast systems (and may not be transferred). Minimum Service Terms are required for most Services and early termination fees may apply. Service Terms are identified in each Sales Order, and early termination fees are identified in the applicable Product Specific Attachments.

BY SIGNING BELOW, CUSTOMER AGREES TO THE TERMS AND CONDITIONS OF THIS AGREEMENT.

### CUSTOMER SIGNATURE (by authorized representative)

Signature:

Name:

Title:

Date:

### COMCAST USE ONLY (by authorized representative)

Signature:

Sales Rep: David Ingber

Name:

Sales Rep Email: david\_ingber@comcast.com

Title:

Region: Florida

Date:

Division: Central

Account Name: Town of Palm Beach

MSA ID#: FL-4867045-mjime

SO ID#: FL-4867045-mjime-16376403

CUSTOMER INFORMATION (for notices)

Primary Contact: <u>Charles Kapachinski</u>	City: <u>Palm Beach</u>	Phone: <u>(561) 227-6310</u>
Title: _____	State: <u>FL</u>	Cell: _____
Address 1: <u>360 S. County Road</u>	Zip: <u>33480</u>	Fax: _____
Address 2: _____	Allowable Contract Date: _____	Email: <u>ckapachinski@townofpalmbeach.com</u>
		Contract Generated Date: <u>09/01/2020</u>

SUMMARY OF CHARGES (Details on following pages)

Service Term (Months):

SUMMARY OF SERVICE CHARGES\*

SUMMARY OF STANDARD INSTALLATION FEES

Total Ethernet Monthly Recurring Charges:	\$ 6,285.00
Total Trunk Services Monthly Recurring Charges:	\$ 0.00
Total Off-Net Monthly Recurring Charges:	\$ 0.00
<b>Total Monthly Recurring Charges (all Services):</b>	<b>\$ 6,285.00</b>

Total Ethernet Standard Installation Fees*:	\$ 0.00
Total Trunk Services Standard Installation Fees:	\$ 0.00
Total Off-Net Standard Installation Fees:	\$ 0.00
<b>Total Standard Installation Fees (all Services):</b>	<b>\$ 0.00</b>

SUMMARY OF CUSTOM INSTALLATION FEES

<b>Total Custom Installation Fee:</b>	<b>\$ 0.00</b>
Amortized Custom Installation Fee	\$ 0.00

SUMMARY OF EQUIPMENT FEES

Total Monthly Recurring Ethernet Equipment Fees:	\$ 0.00
Total Monthly Recurring Trunk Services Equipment Fees:	\$ 0.00
<b>Total Monthly Recurring Equipment Fees (all Services):</b>	<b>\$ 0.00</b>

\*Note: Charges identified in the Service Order are exclusive of maintenance and repair charges, and applicable federal, state, and local taxes, USF fees, surcharges and recoupments (however designated). Please refer to your Comcast Enterprise Services Master Services Agreement (MSA) for specific detail regarding such charges. Customer shall pay Comcast one hundred percent (100%) of the non-amortized Custom Installation Fee prior to the installation of Service.

GENERAL COMMENTS

AGREEMENT

This Comcast Enterprise Services Sales Order Form ("Sales Order") shall be effective upon acceptance by Comcast. This Sales Order is made a part of the Comcast Enterprise Services Master Services Agreement, entered between Comcast and the undersigned and is subject to the Product Specific Attachment for the Service(s) ordered herein, located at <https://business.comcast.com/terms-conditions-ent>, (the "Agreement"). Unless otherwise indicated herein, capitalized words shall have the same meaning as in the Agreement.

E911 NOTICE

Comcast Business Class Trunking Service may have the E911 limitations specified below:

- The National Emergency Number Association (NENA), a 911 industry organization that makes recommendations for standardized services relating to E911, has issued guidelines that state "The PBX owner is responsible for creating customer records, preferably in NENA standard format, that identify caller locations." To facilitate Customer's compliance with these guidelines and with associated state and local requirements related to provision of Automatic Location Information (ALI) for E911 services, Comcast offers two options:
  - a. Comcast will send to the ALI database or Subscriber Location Database (SLDB) the main billing telephone number and the main address provided by Customer; or
  - b. Customer may choose to sign up for up to 10 Emergency Location Information Numbers (ELINs) that Customer could assign to zones within Customer's premises that would be separately identified to the E911 call taker. The location information, such as a specific floor, side of a building, or other identifying information, could assist emergency responders to more quickly reach the appropriate location. Customer is solely responsible for programming its PBX system to map each station to one of these numbers, and for updating the system as necessary to reflect moves or additions of stations within the premises. Comcast will send the assigned ELINs to the ALI or SLDB database, as is appropriate.
- Many jurisdictions require businesses using multi-line telephone systems to program their systems to transmit specific location information for 911 calls. Customer bears sole responsibility to ensure that it identifies and complies with all such requirements. In any event, if Customer does not maintain E911 records in a timely and accurate manner, the E911 call taker may not receive proper location information, and emergency responders may be delayed or even prevented from timely reaching the caller's location.
- Battery Back Up - The Integrated Access Device (IAD) provided by Comcast is not equipped with battery backup. It is Customer's responsibility to ensure adequate back-up power is provided to ensure service continuity during a power outage, as employees would otherwise be unable to use the Services, including dialing 9-1-1, when power is unavailable.
- Calls using the Service, including calls to 911, may not be completed if there is a problem with network facilities, including network congestion, network/equipment/power failure, or another technical problem.
- All questions should be directed to 1-800-391-3000. E911 Service, Private Branch Exchange, and Direct Inward Dial Service.

By signing below, Customer acknowledges, agrees to and accepts the terms and conditions of this Sales Order.

CUSTOMER USE ONLY (by authorized representative)

COMCAST USE ONLY (by authorized representative)

Signature:	Signature:	Sales Rep:	David Ingber
Name:	Name:	Sales Rep E-Mail:	david_ingber@comcast.com
Title:	Title:	Region:	Florida
Date:	Date:	Division:	Central

## COMCAST BUSINESS

Town of Palm Beach  
c/o IT Director  
Mr. Charles Kapachinski  
360 South County Road  
Palm Beach, FL 33480

### **Reference: Expiration of Franchise Agreement for Comcast Inet/Dark Fiber Use and Migration from Inet Dark Fiber Services.**

Dear Mr. Kapachinski:

I am writing you about the Institutional Network or dark fiber services the Town of Palm Beach is currently receiving from Comcast pursuant to an expired prior cable franchise agreement. As a courtesy, following the transition from the expired cable franchise to the new state-level franchising model, Comcast has continued to provide the I-Net and dark fiber services for an interim period to assist communities in transitioning to new agreements for these services. We would like to meet with you to discuss transitioning the Town's services to a new agreement to take effect in the beginning of the third quarter of 2019.

Comcast greatly values the partnership we have had with your municipality and look forward to continuing the collaboration. Comcast can offer several managed solutions to ensure a seamless service migration and stands ready to work with your leadership team to craft the best solution for your network needs.

Over the next ten days a member of our Government Accounts Team (see below) will be contacting your office to review options with you or your designated representative and develop a tailored migration plan and timeline. (If you would like us to work with another representative, please forward her/his name and contact information at your earliest convenience.) Members of the Comcast External Affairs team also will be available to assist with any questions you may have.

If you are currently working with any of our representatives on a migration strategy, please continue your dialogue with them to ensure a smooth and timely transition.

Comcast is committed to delivering high-end, quality solutions for your municipality and looks forward to continuing and strengthening our longstanding business partnership.

Yours truly,



Rich Rollins  
Vice President Business Services  
789 International Parkway  
Sunrise, Florida 33325

# TOWN OF PALM BEACH

Town Council Meeting on: September 10, 2020

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## Section of Agenda

Resolutions

### Agenda Title

RESOLUTION NO. 78-2020 A Resolution Of The Town Council Of The Town Of Palm Beach, Palm Beach County, Florida, Authorizing The Mayor To Execute An Interlocal Agreement Between The Town Of Palm Beach And Palm Beach County For Network Services In The Amount Of \$50.00 Per Month Or \$600.00 Annually; And Authorizing The Town Manager To Take The Necessary Actions Required To Effectuate The Agreement.

### Presenter

Jay Boodheshwar, Deputy Town Manager

### ATTACHMENTS:

- ▣ **Memorandum Dated August 26, 2020, from Jay Boodheshwar, Deputy Town Manager**
- ▣ **Resolution No. 78-2020**
- ▣ **Exhibit "A"**

# TOWN OF PALM BEACH

Information for Town Council Meeting on: September 10, 2020

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To: Mayor and Town Council

Via: Kirk Blouin, Town Manager

Via: Jay Boodheshwar, Deputy Town Manager

From: Charles Kapachinski, Information Technology Manager

Re: Interlocal Agreement with Palm Beach County Relating for Network Services  
**Resolution No. 78-2020**

Date: August 26, 2020

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## **STAFF RECOMMENDATION**

Staff recommends Town Council approval of Resolution No. 78-2020, authorizing the Mayor to execute an Interlocal agreement with Palm Beach County and the Town of Palm Beach for the continued use of a Public Safety fiber optic circuit in the amount of \$50 per month or \$600 annually.

## **GENERAL INFORMATION**

In September of 2016 AT&T terminated a data connection between the Town of Palm Beach and PBSO because of dated technology. This data circuit allows the Police Department to query the Sheriff's office local database. With the termination of the AT&T circuit, the Town was unable to adequately connect to and query those data sources.

Palm Beach County Information Systems Services (ISS) division currently provides fiber data circuit to the Town of Palm Beach Police Department, which in turn, supports a connection to PBSO. The cost to the County ISS consists of a monthly fee of \$50 for a dedicated 10MB fiber circuit.

## **PURCHASING REVIEW**

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

**FUNDING/FISCAL IMPACT**

The cost of this critical service will be charged to the Data Line/Radio Base account (001.45.425.521.30.41.03) for the monthly recurring costs of \$50 monthly for the term of this agreement, and is already included in the FY2021 budget.

**TOWN ATTORNEY REVIEW**

The resolution is in a form that has previously been reviewed and approved by the Town Attorney for legal form and sufficiency.

cc: Jane Le Clainche, Finance Director  
Dean Mealy, Purchasing Manager  
John C. Randolph, Town Attorney

**RESOLUTION NO. 78-2020**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT BETWEEN THE TOWN OF PALM BEACH AND PALM BEACH COUNTY FOR NETWORK SERVICES IN THE AMOUNT OF \$50.00 PER MONTH OR \$600.00 ANNUALLY; AND AUTHORIZING THE TOWN MANAGER TO TAKE THE NECESSARY ACTIONS REQUIRED TO EFFECTUATE THE AGREEMENT.**

WHEREAS, the Town of Palm Beach and Palm Beach County desire to enter into a new Interlocal Agreement for network services provided by Palm Beach County.

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

Section 1: The foregoing recitals are hereby ratified and confirmed.

Section 2: The Town Council of the Town of Palm Beach hereby authorizes the Mayor to execute the Interlocal Agreement, attached and incorporated in the Resolution as “Exhibit A”, along with any other related documents as may be necessary to achieve these purposes.

Section 3: The annual cost for the services to be provided by Palm Beach County shall be \$600.00, as outlined in “Exhibit A”, which is incorporated by reference as a part of this resolution; and the Town Manager is hereby authorized to take the necessary actions required to effectuate the agreement.

**PASSED AND ADOPTED** in a regular, adjourned session of the Town Council of the Town of Palm Beach assembled this 10th day of September, 2020.

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Gail L. Coniglio, Mayor

ATTEST:

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Queenester Nieves, CMC, Town Clerk

## **Interlocal Agreement**

This Interlocal Agreement (“Agreement”) for information technology (“IT”) services is entered into this \_\_\_\_ day of \_\_\_\_\_, 2020, by and between the Town of Palm Beach (“LOCAL GOVERNMENT”) and Palm Beach County (“COUNTY”) a political subdivision of the State of Florida. This Agreement rescinds existing Agreements for IT Services R0215-0669 dated May 19, 2015 and R2017-0654, dated May 16, 2017.

**WHEREAS**, Section 163.01, Florida Statutes, known as the “Florida Interlocal Cooperation Act of 1969,” authorizes local governments to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities that will harmonize geographic, economic, population and other factors influencing the needs and development of local communities; and

**WHEREAS**, Part I of Chapter 163, Florida Statutes, permits public agencies to enter into Agreements with each other to jointly exercise any power, privilege, or authority which such agencies share in common and which each might exercise separately; and

**WHEREAS**, the LOCAL GOVERNMENT and the COUNTY have recognized the need for the LOCAL GOVERNMENT to obtain IT services (“IT”) for the purpose of gaining access to IT resources at a cost savings due to the ability of COUNTY to leverage its resources for the greater good of citizens of COUNTY, the State of Florida, and any public sector organization that can benefit from these services; and

**WHEREAS**, in recognizing these facts, the LOCAL GOVERNMENT and the COUNTY desire to enter into such an agreement which provides for the joint use of such IT assets and establishes policies for its use by each organization.

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained and for other good and valuable consideration, the parties do mutually agree as follows:

### **Section 1     Purpose**

The purpose of this Agreement is to provide IT services to the LOCAL GOVERNMENT for the purposes described in the attached Exhibit A.

## **Section 2     Approval**

The COUNTY approves of the LOCAL GOVERNMENT's participation in the use of the COUNTY's IT resources and any other services as specified in the attached Exhibit A.

## **Section 3     Exhibits**

The attached Exhibit A made a part hereof, delineates the services to be provided to the LOCAL GOVERNMENT by the COUNTY through its Information Systems Services (ISS) Department, identifies the roles and responsibilities of the COUNTY and the LOCAL GOVERNMENT in this regard, and sets forth an issue, communication, escalation and resolution process, as well as methodologies for billing and paying the quarterly service charges for IT services.

## **Section 4     Term**

The term of this Agreement including Exhibit A, unless terminated as provided in Section 6 herein, is for a period of one (1) year with four (4) automatic one year renewals. The effective date is the date of approval by the Board of County Commissioners.

## **Section 5     Resale of IT Services**

The LOCAL GOVERNMENT shall not share or resell any portion of the COUNTY's IT Infrastructure or Services in any manner not approved of in this Agreement or without explicit written consent from Palm Beach County, which consent shall not be unreasonably withheld.

## **Section 6     Termination**

COUNTY reserves the right to terminate this Agreement, at any time, for lack of funding, cause or convenience upon thirty (30) days' notice to LOCAL GOVERNMENT. LOCAL GOVERNMENT may terminate this Agreement for lack of funding, cause or convenience upon thirty (30) days' notice to COUNTY. The parties acknowledge that LOCAL GOVERNMENT shall sustain no damages, of any kind or character, as a result of the termination of this Agreement.

**Section 7      Indemnification and Hold Harmless**

The LOCAL GOVERNMENT shall indemnify, defend and hold harmless COUNTY, its agents, employees and elected officers against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, whether at trial or appellate levels or otherwise, arising out of the acts or omissions of the LOCAL GOVERNMENT. Such liability is subject to the provisions of law, including the limits included in Section 768.28, Florida Statutes, which sets forth the partial waiver of sovereign immunity to which governmental entities are subject. It is expressly understood that this provision shall not be construed as a waiver of any right or defense that the parties have under Section 768.28 or any other statute.

The parties to this Agreement acknowledge the potential of unlawful hacking to gain surreptitious access into confidential systems. The COUNTY has deployed reasonable steps and safeguards as part of a Network security program, but these systems may not be able to defeat every attempt to gain unlawful access to applications or data. Each party is responsible for protecting its own applications, databases, and servers. Each party, however, shall review each other's security procedures and notify each other with reasonable promptness of concerns or issues regarding the same.

**Section 8      Damage Caused by Disasters**

Should the COUNTY's IT infrastructure be damaged or destroyed by a natural or man-made event to the extent that the cost to repair or replace these services becomes economically unfeasible, this Agreement is automatically terminated at the sole discretion of the COUNTY, unless the governing bodies of both the LOCAL GOVERNMENT and COUNTY authorize its continuation and associated funding to repair or restore the affected area(s).

**Section 9      Notice**

Any notice, request, instruction, demand, consent, or other communication required or permitted to be given under this Agreement shall be in writing and shall be delivered either by hand or by certified mail, postage prepaid, and certified return receipt requested to the following addresses or such other addresses as the parties may provide to each other in writing:

To: Town of Palm Beach  
Kirk Blouin, Town Manager  
360 South County Road  
Palm Beach, FL 33480  
(Telephone: 561-838-5410)

With a copy to: Town Attorney  
360 South County Road  
Palm Beach, FL 33480  
(Telephone: 561-838-5414)

To: **COUNTY:** Verdenia C. Baker, County Administrator  
c/o Archie Satchell, Information Systems Services CIO  
Palm Beach County Board of County Commissioners  
301 N. Olive Avenue, 8<sup>th</sup> floor  
West Palm Beach, FL 33401  
(Telephone: 561-355-2823)

With a copy to: County Attorney's Office  
Palm Beach County Board of County Commissioners  
301 N. Olive Avenue, Suite 601  
West Palm Beach, FL 33401  
(Telephone: 561-355-2225)

**Section 10 Entire Agreement**

This Agreement sets forth the entire agreement between the parties. There are no promises or understandings other than those stated herein.

**Section 11 Choice of Law and Venue**

This Agreement shall be governed by the laws of the State of Florida. Unless otherwise agreed to in writing by the parties, any and all legal action necessary to enforce the Agreement shall be held in a court of competent jurisdiction located in Palm Beach County, Florida.

**Section 12 Binding Agreement**

This Agreement is binding upon the parties hereto, their heirs, successors, and assigns.

**Section 13    Subject to Funding**

Each party's performance and obligations for subsequent fiscal years are contingent upon annual appropriations for its purpose.

**Section 14    Nondiscrimination**

Both parties warrant and represent that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity and expression, or genetic information. The parties further warrant and agree that no person shall be excluded from the benefits of or be subjected to any form of discrimination under any activity carried out in the performance of this Agreement.

**Section 15    Public Records**

Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., the LOCAL GOVERNMENT shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time. The LOCAL GOVERNMENT is specifically required to:

- A.    Keep and maintain public records required by the COUNTY to perform services as provided under this Agreement.
  
- B.    Upon request from the COUNTY's Custodian of Public Records, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. The LOCAL GOVERNMENT further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.
  
- C.    Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the agreement term and following completion of the Agreement, if the LOCAL GOVERNMENT does not transfer the records to the public agency.

- D. Upon completion of the Agreement the LOCAL GOVERNMENT shall transfer, at no cost to the COUNTY, all public records in possession of the LOCAL GOVERNMENT unless notified by COUNTY's representative/liaison, on behalf of the COUNTY's Custodian of Public Records, to keep and maintain public records required by the COUNTY to perform the service. If the LOCAL GOVERNMENT transfers all public records to the COUNTY upon completion of the Agreement, the LOCAL GOVERNMENT shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the LOCAL GOVERNMENT keeps and maintains public records upon completion of the Agreement, the LOCAL GOVERNMENT shall meet all applicable requirements for retaining public records. All records stored electronically by the LOCAL GOVERNMENT must be provided to COUNTY, upon request of the COUNTY's Custodian of Public Records, in a format that is compatible with the information technology systems of COUNTY, at no cost to COUNTY.

Failure of the LOCAL GOVERNMENT to comply with the requirements of this article shall be a material breach of this Agreement. COUNTY shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. LOCAL GOVERNMENT acknowledges that it has familiarized itself with the requirements of Chapter 119, F.S., and other requirements of state law applicable to public records not specifically set forth herein.

**IF THE LOCAL GOVERNMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE LOCAL GOVERNMENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT [RECORDSREQUEST@PBCGOV.ORG](mailto:RECORDSREQUEST@PBCGOV.ORG) OR BY TELEPHONE AT 561-355-6680.**

**Section 16    Access and Audits**

The LOCAL GOVERNMENT shall maintain records relating to this Agreement for at least five (5) years after completion or termination of this Agreement. The COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at any of the LOCAL GOVERNMENT'S places of business.

**Section 17    Inspector General**

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 – 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed COUNTY contracts/agreements, transactions, accounts and records, to require the production of such records, and to audit, investigate, monitor, and inspect the activities of the LOCAL GOVERNMENT, its officers, agents, employees, and lobbyists in order to ensure compliance with contract/agreement requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interference or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 – 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

**Section 18    Regulations, Licensing Requirements**

The LOCAL GOVERNMENT shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. The LOCAL GOVERNMENT is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

**Section 19    No Third Party Beneficiary**

No provision of this Agreement is intended to, or shall be construed to create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or recipient, or official, employee, or volunteer of either party.

**Section 20**    **No Agency**

Nothing contained herein is intended to nor shall create an agency relationship between the COUNTY and LOCAL GOVERNMENT.

**Section 21**    **No Assignability**

Neither this Agreement nor any obligation hereunder shall be assigned, subcontracted, transferred or otherwise encumbered by LOCAL GOVERNMENT, without the prior written consent of the COUNTY.

**Section 22**    **Amendments**

None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

**Section 23**    **Waiver**

If the COUNTY shall waive any provisions of the Agreement or fail to enforce any of the conditions or provisions of this Agreement, such waiver shall not be deemed a continuing waiver and shall never be construed as such; and the COUNTY shall thereafter have the right to insist upon the enforcement of such conditions or provisions.

**Section 24**    **Continuing Obligations**

Duties or obligations that are of a continuing nature extending beyond the Agreement's expiration or termination, including but not limited to those set forth in Section 7, shall survive the Agreement's termination or expiration.

## **Section 25     Joint Preparation**

The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not be construed more severely against one of the parties than the other.

## **Section 26     Severability**

If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

## **Section 27     Scrutinized Companies**

As provided in F.S. 287.135(2)(a), by entering into this Agreement, LOCAL GOVERNMENT certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform or benefit hereunder, have not been placed on the Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to F.S. 215.4725.

**When agreement value is greater than \$1 million:** As provided in F.S. 287.135, by entering into this Agreement or performing any work in furtherance hereof, the LOCAL GOVERNMENT certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473 or is engaged in business operations in Cuba or Syria.

If the COUNTY determines, using credible information available to the public, that a false certification has been submitted by LOCAL GOVERNMENT, this Agreement may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Agreement shall be imposed, pursuant to F.S. 287.135. Said certification must also be submitted at the time of Agreement renewal, if applicable.

**Section 28    Public Entity Crimes**

As provided in F.S. 287.132-133, by entering into this agreement or performing any work in furtherance hereof, the LOCAL GOVERNMENT certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

----- Balance of page left intentionally blank -----

**IN WITNESS WHEREOF**, the COUNTY and LOCAL GOVERNMENT have each caused this Agreement to be executed by its duly authorized official as of the date first set forth above.

**ATTEST:**

**Sharon R. Bock, Clerk & Comptroller**

**Palm Beach County, By Its  
Board of County Commissioners**

By: \_\_\_\_\_  
**Deputy Clerk**

By: \_\_\_\_\_  
**Dave Kerner, Mayor**

(SEAL)

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY**

**APPROVED AS TO TERMS AND  
CONDITIONS**

By: \_\_\_\_\_  
**County Attorney**

By: \_\_\_\_\_  
**Archie Satchell, CIO, ISS**

**Town of Palm Beach**

By: \_\_\_\_\_  
**Pat Gayle-Gordon,  
Acting Town Clerk**

By: \_\_\_\_\_  
**Kirk Blouin,  
Town Manager**

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY**

By: \_\_\_\_\_  
**Town Attorney**

## **EXHIBIT A**

The purpose of this Exhibit is to delineate the network services to be provided to the LOCAL GOVERNMENT by the COUNTY to identify the roles and responsibilities of the COUNTY and the LOCAL GOVERNMENT in this regard, to establish a problem resolution and issue escalation procedure, and to specify associated costs and payment requirements.

These network services originally commenced on May 16, 2017.

### **Section A: General Requirements for Network Services**

Network services must be approved by both the COUNTY and the LOCAL GOVERNMENT if said connection affects the entire network. However, all network services must meet the agreed-upon technical specifications.

The COUNTY shall provide the LOCAL GOVERNMENT with access to the COUNTY's network on a best-effort basis and as otherwise provided for herein.

### **Section B: Responsibilities for Network Management**

The COUNTY shall be responsible for the routine, day-to-day management of the COUNTY network. Each party shall be responsible for day-to-day administration of the network routers which they individually own.

The COUNTY shall be responsible for maintaining the primary network and all auxiliary components of the network which exclusively serve COUNTY facilities. The COUNTY shall also maintain auxiliary portions of the network which service both COUNTY and LOCAL GOVERNMENT owned facilities. The LOCAL GOVERNMENT shall maintain that portion of its own network which exclusively serves its facilities.

The COUNTY shall monitor bandwidth utilization on any network link between the COUNTY and the LOCAL GOVERNMENT.

Should the COUNTY perform repair and maintenance functions on behalf of the LOCAL GOVERNMENT, it is with the understanding that the COUNTY's responsibility extends only to the LOCAL GOVERNMENT "demarcation point." The demarcation point is the location which defines where issues of maintenance responsibilities begin and end, considered to be COUNTY-owned network equipment inside each of the LOCAL GOVERNMENT's buildings or facilities connected to the COUNTY network. The COUNTY will be responsible for maintaining all network infrastructures to the point of the network equipment connection to the LOCAL GOVERNMENT demarcation point(s). Entrance facilities at LOCAL GOVERNMENT owned locations from the road to demarcation point belong to the LOCAL GOVERNMENT, whereas the fiber within may belong to the COUNTY.

Maintenance and restoration work provided by the COUNTY shall be limited to the fiber optic cable and service drops, the individual fibers within the cable and service drops, all 802.16 radio equipment, and the COUNTY routers installed at the LOCAL GOVERNMENT. The COUNTY shall have no obligation or right to perform maintenance or restoration on any electronics or other equipment owned by the LOCAL GOVERNMENT or any third party. Notwithstanding the foregoing, should the need arise for maintenance or restoration, the parties hereto may agree to an amendment to this Agreement permitting the COUNTY to perform maintenance or restoration on LOCAL GOVERNMENT owned electronics or other equipment.

The COUNTY shall provide maintenance to COUNTY owned and operated equipment on a 7-day/24-hour basis and may contract for repair services when deemed necessary. The COUNTY shall abide by agreed upon security requirements of the LOCAL GOVERNMENT. In the event that an outside contractor is needed, the COUNTY shall select, supervise, and coordinate with the contractor to complete the repair.

### **Section C: Network Equipment Ownership**

The COUNTY, as represented by the COUNTY, shall own all of its network equipment and assets. The LOCAL GOVERNMENT shall continue to maintain ownership of its current network assets. Only the COUNTY is permitted to connect, expand, or otherwise routinely modify its network components. Furthermore, any and all technological changes relative to the network will be implemented at the discretion of the COUNTY. Notwithstanding the foregoing, the COUNTY agrees to use its best efforts to keep pace with technological changes.

Should the LOCAL GOVERNMENT receive grant funds to assist with the construction or maintenance of the network, any provisions, limitations, or restrictions associated with the grant(s) shall not affect or apply to the COUNTY.

**Section D: Network Connection**

The LOCAL GOVERNMENT will be provided with a connection to the COUNTY fiber network to meet the network service requirements as specified in this Exhibit. The LOCAL GOVERNMENT shall pay the installation charges and monthly charges as set forth in this Exhibit.

**Section E: Modifications to Network**

If the LOCAL GOVERNMENT proposes a modification or connection of a new building to the network, it shall notify and submit any applicable construction documents to the COUNTY at least thirty (30) calendar days prior to the date construction activities are expected to commence. Should the planned activities of the LOCAL GOVERNMENT require the network to be upgraded, the LOCAL GOVERNMENT shall be solely responsible for payment of all costs associated with such modifications, unless there is prior agreement with the COUNTY to participate in a cost-sharing arrangement for the modification.

The COUNTY shall review the modification proposals as soon as practicable and will render recommendations with regard to the proposed modification. Any modifications or connections to the network that may cause disruption or interference of service to any network users shall be coordinated with the appropriate technical staff of both the LOCAL GOVERNMENT and the COUNTY. The COUNTY agrees to perform such work at a time and in a manner to minimize disruption and interference to the network users.

When either the LOCAL GOVERNMENT or the COUNTY enters into a contract with an outside contractor for network-related services which benefit only that party, the contracting party shall be individually responsible for remitting payment to the contractor performing work on the network, and the non-contracting party shall not be responsible or held liable for such payment. However, proposed changes to the network must be communicated in writing to the COUNTY for review and approval. The parties however agree to comply with network security provisions.

**Section F: Network Interferences**

The COUNTY shall have no requirement to purchase, install, operate, or maintain any equipment on the premises of the LOCAL GOVERNMENT. However, should any equipment owned by the LOCAL GOVERNMENT render any harmful interference to the COUNTY's network equipment, the COUNTY may disconnect any or all LOCAL GOVERNMENT owned network connections after informing the LOCAL GOVERNMENT's designated technical Point of Contact (POC) of the underlying reasons for the planned action to disconnect network facilities. Immediate efforts will focus on attempting to resolve or remove the threat conditions. The COUNTY shall be the sole party to determine if harmful interference has impacted the COUNTY network. The COUNTY will utilize its best efforts to prevent any unanticipated network outages should interferences be noted.

**Section G: Damage Caused by Disasters**

Should the network sustain damage to an Auxiliary Route used only by either the LOCAL GOVERNMENT or the COUNTY, the owning party shall determine if the cable will be repaired or replaced.

**Section H: Network Security**

The parties to this Exhibit acknowledge the potential of unlawful hacking to gain surreptitious access into confidential systems. The COUNTY has implemented reasonable steps and safeguards as part of a network security program, but these systems may not be able to defeat every attempt to gain unlawful access to applications or data. Each party is responsible for protecting its own applications, databases, and servers. Each party, however, shall review each other's security procedures and notify each other with reasonable promptness of concerns or issues regarding the same.

**Section I: Description of Services**

**A. Baseline services from the COUNTY through the COUNTY will include:**

1. ongoing maintenance of connectivity to the demarcation point(s);
2. central network security at the COUNTY router port that feeds the LOCAL GOVERNMENT network router connection;

If necessary, security may shut down the LOCAL GOVERNMENT's entire building feed to protect the networked systems from computer worms and viruses.

3. network design;
4. acquisition and management of network assets;
5. installation or relocation of network connections, wiring upgrades, installation of bandwidth upgrades, or other specialized services;
6. network equipment installation and maintenance;
7. network security on COUNTY side of the demarcation point;
8. monitoring of network performance;
9. trouble reporting and tracking;
10. maintenance of the environmental factors in the COUNTY's facilities and closets housing equipment crucial to the health and stability of the Network, including air conditioning, power conditioning, and UPS equipment; and
11. disaster recovery protection, system reliability, and stability during power outages.

**B. LOCAL GOVERNMENT Responsibilities will include:**

1. all intra-building Network maintenance and security ;
2. ensuring that back-door connectivity behind the building router is prohibited;
3. provisioning of its Dynamic Host Configuration Protocol (DHCP) services;
4. building infrastructure connectivity;
5. all grid (jack), wiring identification, and tracking for LOCAL GOVERNMENT owned facilities;
6. providing, where possible, network engineers or technicians to assist with all portions of network equipment attachments, from provisioning to troubleshooting;  
Initial diagnostic actions will ideally be performed by the LOCAL GOVERNMENT technical staff to evaluate whether the cause of any system problem is associated with factors under the control of the LOCAL GOVERNMENT.
7. ensuring that network security hardware and software is installed in order to minimize the risk of a virus and surreptitious or otherwise inappropriate network entry;

The LOCAL GOVERNMENT will ensure that security procedures, hardware, and software are in place to prevent unauthorized access to the COUNTY network from LOCAL GOVERNMENT owned network property.

8. requesting changes in network equipment attachments services;

Requests for changes shall be submitted to ISS CIO, or designee, for action. The LOCAL GOVERNMENT shall be advised of the disposition of the request within thirty (30) calendar days of submission. Such request shall include extension of network services to additional sites identified by the LOCAL GOVERNMENT. The LOCAL GOVERNMENT shall be responsible for all reasonable costs associated with requested changes to network services approved by the COUNTY, which approval shall not be unreasonably withheld.

9. providing, at its expense, the following equipment and facilities at each LOCAL GOVERNMENT owned building (if required):

- an environmentally stable and secure area large enough to accommodate a 19"-wide rack with a height up to 7 feet; and

This area shall contain two (2) dedicated electrical circuits for providing power to the switching equipment.

- air conditioning units which deliver a capacity of BTUs to the equipment room as specified by the manufacturer of equipment installed at the LOCAL GOVERNMENT's site.

The LOCAL GOVERNMENT shall periodically monitor the air conditioning units to ensure temperatures are within acceptable limits.

10. adhering to a documented plan of security strategies deployed to prevent unauthorized access into the physical location(s) where network access could be gained, and ensuring that it has robust and efficient security software and procedures in place to prevent unauthorized access to the network; and

11. promptly paying for the COUNTY's charges, such charges being set out in Section N of this Exhibit, which charges will be invoiced quarterly.

**Section J: Availability of COUNTY Network Services**

The COUNTY will provide the LOCAL GOVERNMENT with access to the COUNTY network on a best-effort basis. The COUNTY's goal will be to provide 99.9% availability. The COUNTY reserves the right to prioritize its maintenance and recovery efforts, while at the same time providing availability to the LOCAL GOVERNMENT.

In the event that Network availability is documented by the COUNTY and declared by the LOCAL GOVERNMENT to be less than 99.9% for two (2) consecutive months, the LOCAL GOVERNMENT shall not be liable for service charges beyond the date of said declaration of non-performance until service is satisfactorily restored. The reduction of previously paid or dismissal of unpaid service fees will be calculated on a pro-rata basis.

**Section K: Protocol for Reporting Network Service Problems**

All service issues should first be reported to the LOCAL GOVERNMENT's IT support staff. If the LOCAL GOVERNMENT's initial diagnosis of the reported problem indicates that it is related to network connectivity (e.g., connection lost, slow response time) rather than a problem at the application, server, or desktop computer level, the IT technician should immediately report the service problem to the County Network Operations Center at 561-355-HELP (4357). All service problems reported by the LOCAL GOVERNMENT will be recorded and tracked in the COUNTY's Automated Help Desk System until problem resolution and service restoration. Response time service levels are established at the time the call is reported based on the severity of the issue. The service level target for problem diagnosis and response to the LOCAL GOVERNMENT is within one (1) hour of the reported problem. The COUNTY also employs an escalation process for problems which are not resolved according to the established standards.

**Section L: Access for Network Service and Maintenance**

The COUNTY shall coordinate with and obtain prior written approval from the LOCAL GOVERNMENT designee as to the time of any planned maintenance, repair, or installation work. However, the LOCAL GOVERNMENT shall provide the COUNTY with access to its equipment on a 24-hour/7-day per week basis. During normal business hours, the COUNTY shall ensure that all the COUNTY personnel or contractors representing the COUNTY sign in prior to commencing any work, and sign out prior to leaving the facility. On weekends, holidays, or after normal

business hours, the COUNTY's representative shall call the LOCAL GOVERNMENT to report any emergency that requires access to any LOCAL GOVERNMENT owned facility. The LOCAL GOVERNMENT shall make reasonable efforts to arrange for access of the COUNTY's personnel as quickly as possible. The COUNTY shall supply the LOCAL GOVERNMENT with a list of authorized COUNTY employees who will carry in their possession badges for identification purposes.

The COUNTY represents that it has verified that neither the COUNTY nor the COUNTY's contractors, nor any of their respective employees, agents, or representatives who have been convicted or who are currently under investigation for a crime delineated in Florida Statutes §435.04 shall have access to LOCAL GOVERNMENT owned buildings under the Agreement.

#### **Section M: Issue Escalation Contacts**

##### **Palm Beach County ISS**

Palm Beach County 24x7 Network Services Help Desk: 561-355-HELP (4357)

Jenise Link, Senior Manager  
561-355-6119 (office)  
772-766-1309 (cell)  
[jlink@pbcgov.org](mailto:jlink@pbcgov.org)

Michael Butler, Director of ISS Network Services  
561-355-4601 (office)  
561-722-0850 (cell)  
[mbutler@pbcgov.org](mailto:mbutler@pbcgov.org)

Archie Satchell, Chief Information Officer of ISS  
561-355-3275 (office)  
772-979-6607 (cell)  
[asatchell@pbcgov.org](mailto:asatchell@pbcgov.org)

##### **LOCAL GOVERNMENT Information Services**

Charles Kapachinski, Information Systems Manager  
561-227-6310 (office)  
561-227-6315 (cell)  
[ckapachinski@townofpalmbeach.com](mailto:ckapachinski@townofpalmbeach.com)

**Section N: Fees and Charges for Network Connectivity and Related Services**

The COUNTY will serve as project manager and incur all costs associated with the installation and connection of the network and network equipment at the LOCAL GOVERNMENT’s building. The LOCAL GOVERNMENT will be responsible for reimbursement to the COUNTY of said costs, as listed and described in the Table below under “Installation Charges”.

Service charges, as listed and described in the Table below, will be assessed on a monthly basis, and the COUNTY will invoice the LOCAL GOVERNMENT quarterly.

<b>LOCAL GOVERNMENT Network Service and Billing Matrix</b>						
<b>Location</b>	<b>Service Start Date</b>	<b>Band-width</b>	<b>Installation Charges</b>	<b>Monthly County Charges</b>	<b>Monthly FL LambdaRail Charges</b>	<b>Annual Charges (excl. Install)</b>
360 South County Rd. Palm Beach, FL 33480	4/1/2017	10 Mb	\$0	\$50	\$0	\$600
<b>TOTALS</b>			<b>\$0</b>	<b>\$50</b>	<b>\$0</b>	<b>\$600</b>
<p><u>Explanation of Charges:</u></p> <p><u>Installation Charges</u> – This is an estimated cost. The actual final cost for this installation will be billed to the LOCAL GOVERNMENT as a one-time invoice based on (1) the billing statement from the vendor for this work and (2) the actual cost to COUNTY of the equipment installed and labor.</p> <p><u>Monthly COUNTY Charges</u> – The monthly charge paid by the LOCAL GOVERNMENT based on the COUNTY Rate Sheet for Network Services.</p> <p><u>Monthly Florida LambdaRail (FLR) Charges</u> – FLR fee does not apply as usage is for transport only.</p> <p><u>Annual Charges</u> – The total annual recurring charges, excluding installation charges, paid by the LOCAL GOVERNMENT.</p>						

The COUNTY shall submit quarterly invoices to the LOCAL GOVERNMENT which shall include a reference to this Agreement and identify the amount due and payable to the COUNTY.

The COUNTY has received approvals from the FLR for the LOCAL GOVERNMENT to be connected to the COUNTY fiber network and gain access to the FLR for either internet or transport purposes.

**Section O: Additional IT Services**

Upon request for assistance, the ISS CIO may, at the CIO's discretion, permit staff resources to assist the LOCAL GOVERNMENT in the execution of certain information technology responsibilities. These additional services can be requested by submitting a Task Order (Appendix 1). These services will be charged at the rate of \$125/hour with a not-to-exceed cost of \$50,000 per Task Order. These services may also require the purchase of additional resources, including but not limited to hardware and software. The LOCAL GOVERNMENT is responsible for all associated costs for these additional resources. An estimate for each Task Order will be available upon request by the LOCAL GOVERNMENT. The LOCAL GOVERNMENT agrees to fully reimburse the COUNTY for all costs associated with the rendering of the COUNTY staff assistance and/or information technology resources. If the cost of services exceeds \$50,000, the Task Order shall be approved by the Board of County Commissioners.

**Section P: Annual Review of Fees and Charges**

The COUNTY reserves the right to review the fees and charges included in this Exhibit on a yearly basis and make appropriate rate adjustments. Should an adjustment be warranted, sixty (60) days notice will be provided.



Appendix 1  
Palm Beach County  
***Information Systems Services***  
Task Order < \$50,000

Task Order #:

Original Agreement #:

Organization requesting services: Town of Palm Beach

Type of Service:

Location of Service:

Contact Name:

Contact Phone:

Contact eMail:

Requested Date for Completion:

Description of Service/Deliverables +/-

Estimated Amount:

ISS Project Manager/Director: \_\_\_\_\_ Date: \_\_\_\_\_

ISS Fiscal Manager: \_\_\_\_\_ Date: \_\_\_\_\_

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
By: Archie Satchell, CIO, ISS

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

TOWN OF PALM BEACH

\_\_\_\_\_  
COUNTY ATTORNEY  
TCM Backup 09-10-20

\_\_\_\_\_  
Name / Title

# TOWN OF PALM BEACH

Town Council Meeting on: September 10, 2020

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## Section of Agenda

Resolutions

## Agenda Title

RESOLUTION NO. 79-2020 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Amending the Town of Palm Beach Master Fee Schedule by Including New Vegetation Collection Fees, and Providing an Effective Date.

## Presenter

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

## ATTACHMENTS:

- ▣ **Memorandum dated August 13, 2020, from H. Paul Brazil, P.E., Director of Public Works**
- ▣ **Resolution No. 79-2020**

# **TOWN OF PALM BEACH**

Information for Town Council Meeting on: September 10, 2020

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TO: Mayor and Town Council  
VIA: Kirk W. Blouin, Town Manager  
FROM: H. Paul Brazil, P. E., Director of Public Works  
RE: Vegetation Collection Fees  
**Resolution No. 79-2020**  
DATE: August 13, 2020

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## **STAFF RECOMMENDATION**

Town staff recommends that Resolution No. 79-2020 be considered for adoption to facilitate charging for collection and disposal of vegetative trash, as needed, when such debris is improperly placed in the right-of-way.

## **GENERAL INFORMATION**

Staff has prepared a Resolution to establish charges to be imposed for collection of vegetative material. This procedure may be utilized if yard debris placed in the public right-of-way is in violation of Ordinance Section 102-45. Details relative to this process are provided below:

- Fee basis – charges will be based on actual labor, equipment, and disposal rates in effect at the time of collection. Equipment costs are based on current FEMA rates, and disposal cost are based on current tip fees at an authorized disposal facility.
- Governing Ordinances – The existing ordinances allow for a collection charge to be imposed (Section 102-46 and Section 102-47), and the use of the Master Fee Schedule to establish or revise fees as needed.

## **FUNDING/FISCAL IMPACT**

There is no fiscal impact to the Town since this collection fee would offset actual cost incurred for the work.

## **TOWN ATTORNEY REVIEW**

This Resolution is in a format previously approved by the Town Attorney.

cc: Jay Boodheshwar, Deputy Town Manager  
Jane LaClainche, Finance Director  
Eric Brown, P.E., Assistant Director of Public Works  
Chester Purves, Services Division Manager

**RESOLUTION NO. 79-2020**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF  
PALM BEACH, PALM BEACH COUNTY, FLORIDA, AMENDING  
THE TOWN OF PALM BEACH MASTER FEE SCHEDULE BY  
INCLUDING NEW VEGETATION COLLECTION FEES, AND  
PROVIDING AN EFFECTIVE DATE.**

\* \* \* \* \*

WHEREAS; the Town Council has adopted the Town of Palm Beach Master Fee Schedule,  
and;

WHEREAS; Town staff has proposed revisions to the Master Fee Schedule for fees relating  
to collection of vegetative material (specifically material placed in violation of Town ordinances)  
and;

WHEREAS; these charges are currently authorized in Section 102-46 and 102-47 of Town  
Ordinance, and;

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

Section 1. The Master Fee Schedule for collection of vegetative material shall be revised  
to read as follows:

*Vegetation Collection Fee: Actual costs of labor, equipment, and disposal fees at the time  
of collection will be used to calculate charges. Equipment costs are based on current FEMA rates.  
Disposal costs are based on current tip fees at an authorized disposal facility.*

Section 2. The adopted fees shall become effective immediately.

PASSED AND ADOPTED in a regular, adjourned session of the Town Council of the Town of  
Palm Beach assembled this 10<sup>th</sup> day of September, 2020.

\_\_\_\_\_  
Gail L. Coniglio, Mayor

ATTEST:

\_\_\_\_\_  
Queenester Nieves, CMC, Town Clerk

# TOWN OF PALM BEACH

Town Council Meeting on: September 10, 2020

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## Section of Agenda

Resolutions

## Agenda Title

RESOLUTION NO. 80-2020 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving the Fiscal Year 2021-2022 Annual Funding Application to the Florida Department of Environmental Protection Beach Erosion Control Program.

## Presenter

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

## ATTACHMENTS:

- ▢ **Memorandum dated August 26, 2020, from H. Paul Brazil, P.E., Director of Public Works**
- ▢ **Resolution No. 80-2020**

# TOWN OF PALM BEACH

Information for Town Council Meeting on: September 10, 2020

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TO: Mayor and Town Council

VIA: Kirk W. Blouin, Town Manager

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

RE: Submittal of Annual Local Government Funding Request to Florida Department of Environmental Protection  
**Resolution No. 80-2020**

DATE: August 26, 2020

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## **STAFF RECOMMENDATION**

Town staff recommends Town Council approve Resolution No. 80-2020, expressing the Town's intent to provide the necessary local funding share for the projects listed in the Florida Department of Environmental Protection (FDEP) FY 2021 - FY 2022 budget which begins on July 1, 2021.

## **GENERAL INFORMATION**

Annually, the Town prepares a ten (10) year cost estimate for the Town's Coastal Management Program. This document is submitted to FDEP as a funding request for State cost sharing under their Beach Management Funding Assistance (BMFA) Program. The funding request document is submitted annually to FDEP in preparation for the State's fiscal year planning which starts on July 1<sup>st</sup> of the following year. The FDEP BFMA Program allows up to 50% cost sharing on the non-Federal portion of beach and dune and nourishment projects for eligible shorelines, based on public accessibility. Through 62B-36.003, Florida Administrative Code (F.A.C.), inlet sediment bypassing and the adjacent shorelines impacted by inlets are eligible for up to 75% cost sharing through the BFMA program and do not have to provide for public access.

The percentage of participation is calculated using guidelines contained in 62B-36, F.A.C. Despite applicability to the State's Strategic Beach Management Plan, there are no guarantees that Town coastal projects will receive State funding until a grant agreement is in place. FDEP utilizes all the information contained in the local government submittals to determine a ranking of project priorities for either beach projects or inlet related projects. Only after appropriations by State Legislature for the BFMA Program are approved will FDEP know how many projects, if any, can be cost shared. Please note that this is a budget planning document and does not obligate the Town financially until we enter into a contract with FDEP for a specific project. The annual funding request is consistent with the projects initially identified within Town Council's adopted 10-Year Coastal Management Plan in 2013.

Submitted tasks within this year's Town funding request include the various physical, biological, and sea turtle nesting monitoring efforts as required by the Town's Palm Beach Island Beach Management Agreement (BMA) with FDEP, and eligible reimbursement for recent construction of the Federal Mid-Town Beach Nourishment Project and anticipated construction of the hurricane response for the Phipps Ocean Park Beach Nourishment Project. As a result of the last four (4) local government funding requests submitted by the Town to FDEP, the Town has received cost-share grants to reimburse all eligible State funding for monitoring and construction of both the 2015 Mid-Town and 2016 Phipps Ocean Park beach nourishment projects totaling over \$15 million.

A full copy of the Town's submittal will be available for public viewing in the Town Manager's office and in the Public Works Department. In summary, the FY 2021–FY 2022 funding request includes:

Lake Worth Inlet Section, including Reaches 1 & 2

Non-federal cost share anticipated at 75% State and 25% Town, consistent with 62B-36.003 for inlet management activities related to mitigating a critically eroded beach along an eligible shoreline. Total task costs of \$649,000 consists of the various required monitoring efforts including physical, sea turtle nesting, biological, as well as tilling and escarpment removal.

Mid-Town Section, including Reaches 3 & 4

Cost share percentage is based on existing public accessibility and the project limits, as defined in the BMA. Mid-Town is eligible for 40.95% State cost sharing of any non-federal cost. Construction for the recently completed Mid-Town project had a non-federal cost of approximately \$11,300,000. Construction for the post-Matthew/Irma Mid-Town dune restoration project, to be funded 75% by FEMA, is expected to have a total cost of approximately \$5,900,000.

Phipps Ocean Park Section, including Reach 7

The Phipps shoreline is eligible for 39% State cost sharing of any non-federal cost. Construction for the post-Matthew/Irma Phipps Ocean Park partial nourishment project, to be funded 75% by FEMA, is expected to have a total cost of approximately \$10,000,000.

**FUNDING/FISCAL IMPACT**

As required within 62B-36.005(d), F.A.C., a Resolution is presented for consideration which states “The Town Council hereby expresses its commitment to provide the necessary local funding share for the projects requested for State FY 2020-FY 2021” (Section 3, Resolution 60-2019).

Once a contract is executed for a particular project, the Town is obligated to front the full funding for the project and then be reimbursed after the fact for the State cost share. State reimbursement payments replenish the Town's Coastal Capital Fund balance and reduce the amount of future year requests for transfers from the General Fund.

**TOWN ATTORNEY REVIEW**

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

cc: Shore Protection Board  
Jane Le Clainche, Director of Finance  
Dean Mealy, Purchasing Manager  
Robert Weber, Coastal Program Manager

**RESOLUTION NO. 80-2020**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING THE FISCAL YEAR 2021-2022 ANNUAL FUNDING APPLICATION TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION BEACH EROSION CONTROL PROGRAM.

\* \* \* \* \*

WHEREAS, America’s beaches provide vital economic, recreational, storm damage reduction, and environmental benefits to the Nation; and

WHEREAS, the Town Council has approved a Comprehensive Coastal Management Plan for the Town of Palm Beach; and

WHEREAS, the Town desires to pursue implementation of the Plan; and

WHEREAS, the Town is authorized to act as a local sponsor; and

WHEREAS, the Florida Department of Environmental Protection (FDEP) provides State cost sharing via its FDEP Beach Erosion Control Program; and

WHEREAS, the Town intends to provide the Local Cost Share for the projects included within the Town’s Local Governmental Funding Request for State Fiscal Year 2021/2022; and

WHEREAS, the Town annually secures funds through ad valorem revenues to specifically support the feasibility, design, engineering, permitting, construction, and monitoring of projects identified within the Comprehensive Coastal Management Plan; and

WHEREAS, this Resolution shall go into effect immediately upon Town Council approval and signature authentication.

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

Section 1. The foregoing recitals are hereby ratified and confirmed.

Section 2. The FY 2021/2022 funding request of state cost-sharing for the Town’s Comprehensive Coastal Management Plan is hereby approved for application submittal to the Florida Department of Environmental Protection.

Section 3. The Town Council hereby expresses its commitment to provide the necessary local funding share for the project requested for FY 2021/2022 subject to the Town and FDEP entering into a contract relating to said projects.

Section 4. The Town Manager, or his designee, is hereby authorized to take such further actions as may be necessary to submit a completed application to FDEP for cost-sharing for the Town's Comprehensive Coastal Management Plan.

PASSED AND ADOPTED in a regular adjourned session of Town Council of the Town of Palm Beach this 10th day of September 2020.

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Gail L. Coniglio, Mayor

ATTEST:

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Queenester Nieves, CMC, Town Clerk

# TOWN OF PALM BEACH

Town Council Meeting on: September 10, 2020

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## Section of Agenda

Resolutions

### Agenda Title

**RESOLUTION NO. 81-2020** A Resolution of The Town Council of The Town of Palm Beach, Palm Beach County, Florida, Approving A Purchase Order To MCCI, Laserfiche in The Amount of \$50,000 as a Sole Source Acquisition to Support the Town's Electronic Document Management System used by the Town, Contingent Upon Budget Approval.

### Presenter

Dean Mealy, Purchasing Manager

### ATTACHMENTS:

- ▣ **Memorandum Dated August 26, 2020, from Dean Mealy, Purchasing Manager**
- ▣ **Resolution No. 81-2020**
- ▣ **Sole Source Letter**

## Information for Town Council Meeting on September 10, 2020

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TO: Mayor and Town Council

VIA: Kirk W. Blouin, Town Manager

VIA: Jane Le Clainche, CPA, Director of Finance

FROM: Dean Mealy, II CPPO Town Purchasing Manager

RE: Resolution Approving a Purchase Order to MCCI, Laserfiche in the Amount of \$50,000 as a Sole Source Acquisition to Support the Town's Electronic Document Management system used by the Town, **Resolution No. 81-2020**

DATE: 26 August 2020

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### **STAFF RECOMMENDATION**

Staff recommends Town Council approval of Resolution No. 81-2020, approving a Purchase Order to MCCI, Laserfiche in the Amount of \$50,000 as a Sole Source Acquisition to Support the Town's Electronic Document Management system used by the Town.

### **SUMMARY EXPLANATION/BACKGROUND**

The Town has utilized MCCI Laserfiche to support the Town's Electronic Document Management. During the past five years, each respective purchase order was valued under the award authority of the Town Manager.

In a review of a cumulative total of expenditures since 2016, the Town has spent \$170,541. Since the commodity code and vendor is the same for the supply of the services, this Resolution is Administrative in nature to support continued use of the software and expenditure of requested funds for FY21 in the amount of \$50,000.

### **FISCAL IMPACT/FUNDING SOURCE**

The funding will for this program is from the IT Operational Budget.

### **USER DEPARTMENT CONCURRENCE**

IT and Police are in full concurrence with this recommendation.

### **DUE DILIGENCE**

Due Diligence was conducted to determine vendor responsibility, including corporate status and that there are no performance and compliance issues. The review included conducting market

research.

**TOWN ATTORNEY REVIEW**

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

CC: Jay Boodheshwar, Deputy Town Manager  
Charles Kapachinski, IT Manager  
Duke Basha, Assistant Purchasing Manager

**RESOLUTION NO. 81-2020**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING A PURCHASE ORDER TO MCCI, LASERFICHE IN THE AMOUNT OF \$50,000 AS A SOLE SOURCE ACQUISITION TO SUPPORT THE TOWN'S ELECTRONIC DOCUMENT MANAGEMENT SYSTEM USED BY THE TOWN, CONTINGENT UPON BUDGET APPROVAL.**

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

Section 1. The Town Council of the Town of Palm Beach hereby approves Resolution No. 81-2020, approving a Purchase Order to MCCI, Laserfiche in the Amount of \$50,000 as a Sole Source Acquisition to Support the Town's Electronic Document Management system used by the Town.

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

**PASSED AND ADOPTED** in a regular, adjourned session of the Town Council of the Town of Palm Beach assembled this 10th day of September, 2020.

\_\_\_\_\_  
Gail L. Coniglio, Mayor

ATTEST:

\_\_\_\_\_  
Queenester Nieves, CMC, Town Clerk

07/24/2018

Charles Kapachinski  
Town of Palm Beach, FL  
360 S. County Road, Palm Beach, FL 33480

Dear Charles,

Laserfiche policy dictates that MCCi, as your current VAR of record, is the sole VAR that can download software licenses and activations for you. In addition, unless you change your VAR of record, only your current VAR of record can provide you with additional Laserfiche software to expand or upgrade your Laserfiche system and renew your Laserfiche Software Assurance Plan (LSAP). Please note that we have generally found that the VAR that has implemented and supported your Laserfiche system is likely to have a better understanding of your current system. Thus, it may take some time for a different VAR to gain that same understanding.

Should you decide to change your VAR of record, you will need to complete Laserfiche's change of VAR process, which usually takes about 30 days to finalize. For further clarification, please feel free to call or email your Regional Manager, Taylor Grosso at (562) 988-1688 ext. 143.

Regards,

*Hedy Belttary*  07/31/2018  
02:10 PM EDT

Hedy Belttary  
Senior Vice President of Sales

# TOWN OF PALM BEACH

Town Council Meeting on: September 10, 2020

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## Section of Agenda

Resolutions

### Agenda Title

**RESOLUTION NO. 82-2020** A Resolution of The Town Council of The Town of Palm Beach, Palm Beach County, Florida, Approving A Purchase Order to SHI International Corporation, Utilizing the State of Florida Contract No. 43230000-15-02 for Microsoft Office Software and Operating Systems Licensing in an Amount Not to Exceed \$110,000 Contingent Upon Budget Approval.

### Presenter

Dean Mealy, Purchasing Manager

### ATTACHMENTS:

- ▣ **Memorandum Dated August 26, 2020, from Dean Mealy, Purchasing Manager**
- ▣ **Resolution No. 82-2020**
- ▣ **Quote**

## Information for Town Council Meeting on September 10, 2020

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TO: Mayor and Town Council

VIA: Kirk W. Blouin, Town Manager

VIA: Jane Le Clainche, CPA, Director of Finance

FROM: Dean Mealy, II CPPO Town Purchasing Manager

RE: Resolution Approving a Purchase Order to SHI International Corporation, a State of Florida Vendor, to Supply Microsoft Licensing Agreements and Software to the Town, in the Amount of \$110,000, Contingent Upon Budget Approval, **Resolution No. 82-2020**

DATE: 26 August 2020

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### **STAFF RECOMMENDATION**

Staff recommends Town Council approval of Resolution No. 82-2020, approving a Purchase Order to SHI International Corporation, an Awarded State of Florida Vendor for Microsoft Licensing Agreements and Software in the Amount of \$110,000.

### **SUMMARY EXPLANATION/BACKGROUND**

The State of Florida awarded Contract No. 43230000-15-02 for Microsoft Licensing Agreements and Software on February 1, 2016 and expires January 31, 2022.

Counties, Towns, Cities and other governmental agencies utilize this contract to support annual Microsoft Licensing Agreements and Software.

### **FISCAL IMPACT/FUNDING SOURCE**

The funding will for this program is from the IT Operational Budget, contingent upon budget approval.

### **USER DEPARTMENT CONCURRENCE**

IT is in full concurrence with this recommendation.

### **DUE DILIGENCE**

Due Diligence was conducted to determine vendor responsibility, including corporate status and that there are no performance and compliance issues. The review included conducting market research.

**TOWN ATTORNEY REVIEW**

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

CC: Jay Boodheshwar, Deputy Town Manager  
Charles Kapachinski, IT Manager  
Duke Basha, Assistant Purchasing Manager

**RESOLUTION NO. 82-2020**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING A PURCHASE ORDER TO SHI INTERNATIONAL CORPORATION, UTILIZING THE STATE OF FLORIDA CONTRAT NO. 43230000-15-02 FOR MICROSOFT OFFICE SOFTWARE AND OPERATING SYSTEMS LICENSING IN AN AMOUNT NOT TO EXCEED \$110,000 CONTINGENT UPON BUDGET APPROVAL.**

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

Section 1. The Town Council of the Town of Palm Beach hereby approves Resolution 82-2020 approving a purchase order to SHI International Corporation, utilizing the State of Florida Contract No. 43230000-15-02 for Microsoft Office Software and Operating Systems Licenses in the Not-to-Exceed Amount of \$110,000, Contingent upon Budget approval.

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

PASSED AND ADOPTED in a regular, adjourned session of the Town Council of the Town of Palm Beach assembled this 10th day of September, 2020.

\_\_\_\_\_  
Gail L. Coniglio, Mayor

ATTEST:

\_\_\_\_\_  
Queenester Nieves, CMC, Town Clerk



Pricing Proposal  
 Quotation #: 19130939  
 Created On: 7/13/2020  
 Valid Until: 8/12/2020

**TOWN OF PALM BEACH**

**Sr. Inside Account Executive**

**Terri Bayard**

951 OLD OKEECHOBEE  
 STE D  
 ATTN: AP  
 WEST PALM BEACH, FL 33401  
 United States  
 Phone: (561) 227-6312  
 Fax:  
 Email: tbayard@townofpalmbeach.com

**Bryan Hunt**

290 Davidson Ave  
 Somerset, NJ 08873  
 Phone: 732-652-7651  
 Fax: 732-564-8224  
 Email: Bryan\_Hunt@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 OfficeProPlus ALNG SA MVL Microsoft - Part#: 269-05704 Contract Name: Licensing Solutions Providers (LSP) of Microsoft Software and Services Contract #: 43230000-15-02 Coverage Term: 1/1/2020 – 12/31/2020	150	\$100.74	\$15,111.00
2 SQLCAL ALNG SA MVL DvcCAL Microsoft - Part#: 359-00792 Contract Name: Licensing Solutions Providers (LSP) of Microsoft Software and Services Contract #: 43230000-15-02 Coverage Term: 1/1/2020 – 12/31/2020	100	\$35.30	\$3,530.00
3 WinRmtDsktpSrvcsCAL ALNG SA MVL DvcCAL Microsoft - Part#: 6VC-01253 Contract Name: Licensing Solutions Providers (LSP) of Microsoft Software and Services Contract #: 43230000-15-02 Coverage Term: 1/1/2020 – 12/31/2020	75	\$17.80	\$1,335.00
4 SQLSvrEnt ALNG SA MVL Microsoft - Part#: 810-04760 Contract Name: Licensing Solutions Providers (LSP) of Microsoft Software and Services Contract #: 43230000-15-02 Coverage Term: 1/1/2020 – 12/31/2020	1	\$1,379.15	\$1,379.15
5 SysCtrStdCore ALNG SA MVL 2Lic CoreLic Microsoft - Part#: 9EN-00198 Contract Name: Licensing Solutions Providers (LSP) of Microsoft Software and Services Contract #: 43230000-15-02 Coverage Term: 1/1/2020 – 12/31/2020	8	\$18.00	\$144.00

6	WinSvrSTDCore ALNG SA MVL 2Lic CoreLic Microsoft - Part#: 9EM-00270 Contract Name: Licensing Solutions Providers (LSP) of Microsoft Software and Services Contract #: 43230000-15-02 Coverage Term: 1/1/2020 – 12/31/2020	200	\$18.12	\$3,624.00
7	VisioStd ALNG LicSAPk MVL MICROSOFT - Part#: D86-01175 Contract Name: Licensing Solutions Providers (LSP) of Microsoft Software and Services Contract #: 43230000-15-02 Coverage Term: 1/1/2020 – 12/31/2020	10	\$109.61	\$1,096.10
8	PrjctPro ALNG LicSAPk MVL w1PrjctSvrCAL MICROSOFT - Part#: H30-00237 Contract Name: Licensing Solutions Providers (LSP) of Microsoft Software and Services Contract #: 43230000-15-02 Coverage Term: 1/1/2020 – 12/31/2020	10	\$407.36	\$4,073.60
9	WINE3perDVC ALNG UpgrdSAPk MVL MICROSOFT - Part#: KV3-00381 Contract Name: Licensing Solutions Providers (LSP) of Microsoft Software and Services Contract #: 43230000-15-02 Coverage Term: 1/1/2020 – 12/31/2020	400	\$71.24	\$28,496.00
10	OfficeProPlus ALNG LicSAPk MVL MICROSOFT - Part#: 269-05623 Contract Name: Licensing Solutions Providers (LSP) of Microsoft Software and Services Contract #: 43230000-15-02 Coverage Term: 1/1/2020 – 12/31/2020	250	\$193.84	\$48,460.00
			Total	\$107,248.85

### Additional Comments

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

*The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.*

# TOWN OF PALM BEACH

Town Council Meeting on: September 10, 2020

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## Section of Agenda

Resolutions

### Agenda Title

**RESOLUTION NO. 83-2020** A Resolution of The Town Council of The Town of Palm Beach, Palm Beach County, Florida, Approving A Purchase Order To Superior LLC, DBA Central Square For Annual Purchase of Software Maintenance in An Amount Not to Exceed \$114,500 to Support Police Operational Requirements, Contingent Upon Budget Approval.

### Presenter

Dean Mealy, Purchasing Manager

### ATTACHMENTS:

- ▣ **Memorandum Dated August 26, 2020, from Dean Mealy, Purchasing Manager**
- ▣ **Resolution No. 83-2020**
- ▣ **Sole Source Letter**

## Information for Town Council Meeting on September 10, 2020

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TO: Mayor and Town Council

VIA: Kirk W. Blouin, Town Manager

VIA: Jane Le Clainche, CPA, Director of Finance

FROM: Dean Mealy, II CPPO Town Purchasing Manager

RE: Resolution Approving a Purchase Order to Superior, LLC, DBA Central Square for the Purchase of the Annual Software Maintenance Agreement to Support the Police Department in the Amount of \$114,500, Contingent Upon Budget Approval, **Resolution No. 83-2020**

DATE: 26 August 2020

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### **STAFF RECOMMENDATION**

Staff recommends Town Council approval of Resolution No. 83- 2020, approving a Purchase Order to Superior, LLC, DBA Central Square for the Annual Software Maintenance Agreement to support the Police Department in the Amount of \$115,000.

### **SUMMARY EXPLANATION/BACKGROUND**

IT and the Police Department engaged Superior, LLC, DBA Central Square to provide the Annual Software Maintenance Agreement to support Police Operations related to Computer-Aided Dispatch System and related software applications.

The software utilized is considered as a single source and was recognized as such when presented in the FY19 Town Council Resolution No. 143-2018.

### **FISCAL IMPACT/FUNDING SOURCE**

The funding will for this program is from the IT Operational Budget.

### **USER DEPARTMENT CONCURRENCE**

IT and Police are in full concurrence with this recommendation.

### **DUE DILIGENCE**

Due Diligence was conducted to determine vendor responsibility, including corporate status and that there are no performance and compliance issues. The review included conducting market research.

## **TOWN ATTORNEY REVIEW**

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

CC: Jay Boodheshwar, Deputy Town Manager  
Nicholas Caristo, Police Chief  
Charles Kapachinski, IT Manager  
Duke Basha, Assistant Purchasing Manager

**RESOLUTION NO. 83-2020**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING A PURCHASE ORDER TO SUPERION, LLC DBA CENTRAL SQUARE FOR ANNUAL PURCHASE OF SOFTWARE MAINTENANCE IN AN AMOUNT NOT TO EXCEED \$114,500 TO SUPPORT POLICE OPERATIONAL REQUIREMENTS, CONTINGENT UPON BUDGET APPROVAL.**

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

Section 1. The Town Council of the Town of Palm Beach hereby approves Resolution 83-2020, approving a Purchase Order to Superion, LLC, DBA CENTRAL SQUARE in the Not-to-Exceed Amount of \$114,500, Contingent upon Budget Approval.

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

PASSED AND ADOPTED in a regular, adjourned session of the Town Council of the Town of Palm Beach assembled this 10th day of September, 2020.

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Gail L. Coniglio, Mayor

ATTEST:

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Queenester Nieves, CMC, Town Clerk



September 25, 2018

Terri Bayard  
Town of Palm Beach  
360 S. County Road  
Palm Beach, FL 33480

Dear Ms. Bayard,

This letter is intended to reflect that the ONESolution Public Safety brand software applications are propriety software and services solely provided by Superior, LLC. Further, Superior, LLC is the sole provider of training, modification, and miscellaneous support of these applications. Superior, LLC is the sole owner, provider, developer and supporter of the ONESolution Public Safety brand software and has full power and authority to grant the right to license it without the consent of any other person or entity.

If you have any questions or need additional information, please do not hesitate to call me.

Sincerely,

Pat Smith  
Sr. Contract Specialist

# TOWN OF PALM BEACH

Town Council Meeting on: September 10, 2020

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## Section of Agenda

Resolutions

## Agenda Title

RESOLUTION NO. 84-2020 A Resolution Of The Town Council Of The Town Of Palm Beach, Palm Beach County, Florida, Retro-Actively Approve A Purchase Order To Murray Logan Construction, Inc. For The Emergency Repairs At The Sand Transfer Plant In The Amount Of \$124,837 And An Overall Project Budget Of \$149,804.

## Presenter

Dean Mealy, Purchasing Manager

## ATTACHMENTS:

- ▣ **Memorandum from Dean Mealy, Purchasing Manager**
- ▣ **Resolution No. 84-2020**
- ▣ **Murray Logan Construction Proposal**
- ▣ **BMA Assessment Engagement**
- ▣ **BMA Sand Transfer Plant Review and Plans**
- ▣ **Purchase Order Issued to Murray Logan Construction**

# TOWN OF PALM BEACH

Information for Town Council Meeting on: September 10, 2020

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TO: Mayor and Town Council

VIA: Kirk W. Blouin, Town Manager

VIA: Jane Le Clainche, CPA Finance Director

FROM: Dean Mealy, CPPO Town Purchasing Manager

RE: Resolution to Retroactively Approve a Purchase Order to Murray Logan Construction, Inc. for the Emergency Repairs at the Sand Transfer Plant in the amount of \$124,837 and an overall project budget of \$149,804, **Resolution No. 84-2020**

DATE: 26 August 2020

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## STAFF RECOMMENDATION

Town staff recommends that Town Council approve a Resolution to Retroactively Approve a Purchase Order to Murray Logan Construction, Inc. for the Emergency Repairs at the Sand Transfer Plant in the amount of \$124,837 and an overall project budget of \$149,804.

## GENERAL INFORMATION

On May 5, Palm Beach County Environmental Regulatory Management Staff alerted Town staff by letter that there were repairs necessary to the ceiling of the Sand Transfer Plant. Palm Beach County informed the Town that they deemed the plant to be unsafe and would not be performing the repairs and would no longer enter the plant to operate or maintain.

After consultation with Public Works, Town Purchasing issued an emergency purchase order in the amount of \$23,780 to Bolchoz Marine Advisors to perform a structural assessment of the plant. It was a requirement to have a Marine Contractor make the evaluation of the structure. A final report was provided to the Town on June 19. By mid-July, Bolchoz had completed their plans and specifications. On August 1, Town staff visited the plant and identified that the plant's condition had worsened. Bolchoz re-visited the plant and adjusted their plans and specifications accordingly.

It is essential that the plant be operational by the end of September as the seasonal movement of sand along the shoreline becomes more prominent. Sand is a limited resource. If sand is not bypassed by the plant, the sand will enter the navigation channel and be dredged by the U.S. Army Corps of Engineers. Due to the scheduling of this event, the sand would be dredged and placed in the nearshore rather than on the beach by the plant's discharge. Sand placed directly on the beach provides added storm protection to the Town and is the preferred choice, if available.

The repairs had to be completed by a Marine Contractor with all applicable licensing to work over water. Murray Logan Construction, Inc. has completed work in the facility at a previous point. Due to the fact that Murray Logan Construction, Inc. is currently mobilized for the marina project and has all required insurance requirements up-to-date, purchasing reached out to David Logan to see if he would be interested in completing the necessary repairs as noted in the Bolchoz Report.

Purchase order 200939 was issued to Murray Logan Construction, Inc. in the amount of \$124,837 on August 20, 2020 with the review, input and approval by the Director of Public Works and the Town Manager. Emergency purchase orders are permissible under both State Statue and Town Purchasing Administrative Policy which permits the Town Purchasing Manager to issue where health and/or safety are a factor. With concrete falling from the ceilings and walls, this was a critical path item as approved by the Town Manager.

### **FUNDING/FISCAL IMPACT**

Funding for the emergency repair was from the Coastal Program.

### **PUBLIC WORKS REVIEW**

This item has been reviewed by the Public Works and approved as recommended.

### **TOWN ATTORNEY REVIEW**

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

### Attachments

cc: Paul Brazil, Public Works Director  
Patricia Strayer, P.E., Town Engineer  
Jason Debrincat, P.E., Senior Project Engineer  
Duke Basha, Assistant Purchasing Manager

**RESOLUTION NO. 84-2020**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, RETRO-actively APPROVE A PURCHASE ORDER TO MURRAY LOGAN CONSTRUCTION, INC. FOR THE EMERGENCY REPAIRS AT THE SAND TRANSFER PLANT IN THE AMOUNT OF \$124,837 AND AN OVERALL PROJECT BUDGET OF \$149,804.**

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

Section 1. The Town Council of the Town of Palm Beach hereby approves Resolution No. 84-2020, Retroactively Approving a Purchase Order to Murray Logan Construction, Inc. for the Emergency Repairs at the Sand Transfer Plant in the amount of \$124,837 and an overall project budget of \$149,804.

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

**PASSED AND ADOPTED** in a regular, adjourned session of the Town Council of the Town of Palm Beach assembled this 10th day of September, 2020.

---

Gail L. Coniglio, Mayor

ATTEST:

---

Queenester Nieves, CMC, Town Clerk

**MURRAY LOGAN CONSTRUCTION, INC.**

**General Contractors**

313 65th Trail North  
West Palm Beach, FL. 33413  
TELEPHONE 561-686-3948  
FAX 561-686-7465

**QUOTATION**

DATE: August 13, 2020

TO: Mr. Jason Debrincat  
Town of Palm Beach  
951 Okeechobee Rd., Suite D  
West Palm Beach, FL 33401

NAME OF PROJECT: Sand Transfer Plant Rehabilitation-

LOCATION: Singer Island, FL

PLANS AND SPECIFICATIONS: Bolchoz Marine Advisors, Inc.

**PRICE TO FURNISH ALL LABOR, MATERIAL AND EQUIPMENT TO PERFORM THE FOLLOWING:**

**Cost Break Down:**

<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>
1. Mobilization	1	LS	\$6,000.00	\$6,000.00
2. Interior Hollow Concrete Repairs	50.25	SQFT	\$376.22	\$18,905.05
3. Exterior Hollow Concrete Repairs	4	SQFT	\$1,065.24	\$4,260.96
4. Interior Spalled Concrete Repairs	31.6	SQFT	\$385.51	\$12,182.11
5. Exterior Spalled Concrete Repairs	37.85	SQFT	\$458.79	\$17,365.20
6. Interior Cracked Concrete Repairs	12.5	LF	\$101.64	\$1,270.50
7. Exterior Cracked Concrete Repairs	3	LF	\$152.46	\$457.38
8. Concrete Ceiling -Repairs	168	SQFT	\$190.77	\$32,049.36
9. Exterior Mass Spalled Concrete Repair	9	SQFT	\$1,861.64	\$16,754.76
10. Touch Up Paint	368	SQFT	\$11.12	\$4,092.16
11. Electrical-Allowance	1	Allowance	\$11,500.00	\$11,500.00
<b>Estimated Cost</b>				<b>\$124,837.48</b>

Notes:

1. Estimated bid quantities were based on plans provide by Bolchoz Marine Advisors, Inc.
2. Pay Requests shall be based field measured quantities.

BUYERS' SIGNED ACCEPTANCE CONSTITUTES A BINDING CONTRACT. IN THE EVENT THERE IS ANY DEFAULT IN PAYMENT DUE UNDER THIS CONTRACT AND THE SAME IS PLACED IN THE HANDS OF AN ATTORNEY FOR COLLECTION, THE PURCHASER AND/OR PURCHASERS HEREBY AGREE TO PAY ALL COST OF COLLECTION INCLUDING, BUT NOT LIMITED TO, A REASONABLE ATTORNEY'S FEE. TERMS NET 30 DAYS.

**ACCEPTED:**

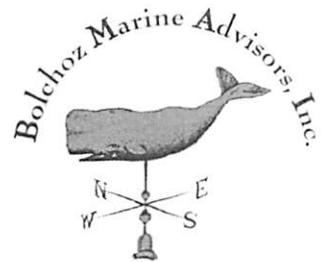
**MURRAY LOGAN CONSTRUCTION, INC.**

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Title: Kurt Kapsos, Secretary/Treasurer



## CONTRACT AGREEMENT FOR PROFESSIONAL SERVICES

between  
**Bolchoz Marine Advisors, Inc.**  
and  
**Town of Palm Beach**  
for  
**Structural Conditions Assessment**  
**Sand Transfer Plant, Singer Island, FL**

### SCOPE OF SERVICES:

Bolchoz Marine Advisors, Inc. (BMA) shall provide professional services to the Town of Palm Beach (Client) on a structural conditions assessment of the concrete sand transfer plant structure at the south end of Singer Island. The scope of work is based on a site visit with Mr. Jason Debrincat on May 27, 2020, as detailed below:

#### Task 1 – Initial Inspection

1. Perform an above-water, visual inspection of the concrete structure (interior and exterior walls and roof). No destructive testing or underwater diving will take place during this initial inspection. Walls and roof will be sounded, and cracks, spalls, and other apparent structural deficiencies will be measured, mapped, and photographed.
2. Analyze initial inspection findings in conjunction with a review of any available structural drawings of the plant (original plans, major repair efforts). Develop a proposed concrete coring plan based on preliminary findings; review additional proposed testing efforts with town staff; receive approval to proceed into Task 2.

#### Task 2 – Supplemental Investigations

1. As deemed necessary in Task 1, perform additional investigations into structural integrity of plant, using some or all of the following techniques:
  - a. Concrete cores – take representative concrete core samples as necessary; test for chloride content and compressive strength.
  - b. X-Ray (ground-penetrating radar) – based on core results, it may be beneficial to conduct further analysis of the reinforcing steel and concrete conditions using GPR.
  - c. Concrete chipping – dependent on the findings from a and b above, it may be necessary to conduct further destructive testing in the way of concrete chipping to expose rebar and further analyze conditions and integrity.
2. Throughout supplemental investigations, maintain close communications with town staff, reporting on findings and recommendations for subsequent efforts. Proceed into Task 3 final report.



**TERMS AND CONDITIONS, continued**

**Bolchoz Marine Advisors, Inc. (Consultant)** shall perform the services outlined in this agreement for the stated fee arrangement. This proposal is valid only if accepted within 30 days of the proposal date.

FEE: a) *Lump sum* – amount stated is total fee, amount may be adjusted proportionally if project not completed within 18 months of proposal date. Additional Services beyond the “*Scope of Services*” indicated shall be charged based on actual accrued time in accordance with our standard hourly rate schedule. b) *Hourly* - project shall be charged based on time devoted to the project, such as but not limited to, analysis, design, drafting, meetings, travel, and project setup and administration, in accordance with our standard hourly rate schedule. The rates shall be those that prevail at the time the services are rendered. On projects with Hourly based fees, any additional services shall also be charged in accordance with our standard hourly rate schedule. The **Consultant’s** current standard hourly rates are outlined in the attached Fee Schedule.

Reimbursable expenses incurred in the interest of the project are as outlined in the Scope of Services.

BILLING/PAYMENTS: Invoices for the **Consultant’s** services shall be submitted on a monthly basis. Invoices are due upon receipt. If the invoice is not paid within 30 days, the **Consultant** may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, terminate the performance of the services. Any retainer shall be credited on the final invoice. Payment of fees is expressly not conditioned upon Client receiving any payment from third parties who are not a party to this agreement.

LATE PAYMENTS: Accounts unpaid 30 days after the invoice date may be subject to a monthly service charge of 1.5% on the then unpaid balance (18% true annual rate), at the sole election of the **Consultant**. In the event any portion or all of an account remains unpaid 60 days after billing, the Client shall pay all costs of collection, including reasonable attorney’s fees.

INDEMNIFICATION: In addition, and notwithstanding any other provisions of this Agreement, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the **Consultant**, its officers, directors, employees, agents, consultants, and subconsultants from and against all damages, liability or costs, including reasonable attorney’s fees and defense costs, arising out of or in any way connected with this project or the performance, by any parties above named, of the services under this Agreement, excepting only those damages, liabilities, or costs attributable to the sole negligence or willful misconduct of the **Consultant**.

RISK ALLOCATION: In recognition of the relative risks and benefits of the project to both the Client and the **Consultant**, the risks have been allocated such that the Client agrees to the fullest extent permitted by law, to limit the liability of the **Consultant**, its officers, directors, employees, agents, consultants, and subconsultants for the Client’s damages to the sum of total fees paid. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.

HAZARDOUS MATERIALS: The **Consultant** shall have no responsibility for the discovery, handling, removal, or disposal of hazardous materials, including but not limited to, asbestos, lead paint, mold, or contaminated soil.

OWNERSHIP OF INSTRUMENTS OF SERVICES: All reports, plans, specifications, field data and notes, and other documents, including all documents on electronic media produced by the **Consultant** under this agreement, shall become the property of the Client, but may not be used by the Client for any other project or endeavor without written consent of the **Consultant**.

ALTERNATE DISPUTE RESOLUTION: In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the Client and **Consultant** agree that all disputes between them arising out of or relating to this Agreement shall be submitted to non-binding mediation unless the parties mutually agree otherwise.

TERMINATION OF SERVICES: With 60 days written notice, this agreement may be terminated by the Client or the **Consultant** should the other fail to perform its obligation hereunder. In the event of termination, the Client shall pay the **Consultant** for all services rendered to the date of termination and all reimbursable termination expenses.

APPLICABLE LAW: Unless otherwise specified, this agreement shall be governed by the laws of the **State of Florida**.

**FEE SCHEDULE FOR PROFESSIONAL SERVICES**

effective January 1, 2020

<b><u>Classification</u></b>	<b><u>Rate</u></b>
Principal-in-Charge	\$225
Senior Engineer	\$195
Project Manager/Engineer	\$150
Planner	\$125
Permitting Specialist	\$125
Engineer-in-Training	\$125
Field Engineer/Inspector	\$115
Engineering Technician	\$ 85

<b><u>Expert Testimony</u></b>	<b><u>Rate</u></b>
Depositions, court appearances	\$275
Pre-trial research, consulting	\$225
Travel time (beyond Palm Beach County)	\$100

**Reimbursable Expenses**

Auto mileage (beyond Palm Beach County) to be charged at current IRS-published rates, at the date of contract execution. Other travel expenses (airfare, rentals, hotels, etc.) to be reimbursed at cost plus 15%.

Non-travel expenses (reproductions, boat usage, permit fees, etc.) to be reimbursed at cost plus 15%.

Outside consultant fees (e.g., surveying, geotechnical, seagrass specialists, etc.) to be reimbursed at cost plus 15%.

# CONSTRUCTION DOCUMENTS

# SAND TRANSFER PLANT REHABILITATION

## PALM BEACH, FLORIDA

JULY 16, 2020



SHEET	DRAWING TITLE
1	ELEVATION LOOKING SOUTH - INTERIOR
2	ELEVATION LOOKING NORTH - INTERIOR
3	ELEVATION LOOKING EAST - INTERIOR
4	ELEVATION LOOKING WEST - INTERIOR
5	CEILING REPAIR PLAN - INTERIOR
6	ELEVATION LOOKING SOUTH - EXTERIOR
7	ELEVATION LOOKING NORTH - EXTERIOR
8	ELEVATION LOOKING EAST - EXTERIOR
9	ELEVATION LOOKING WEST - EXTERIOR

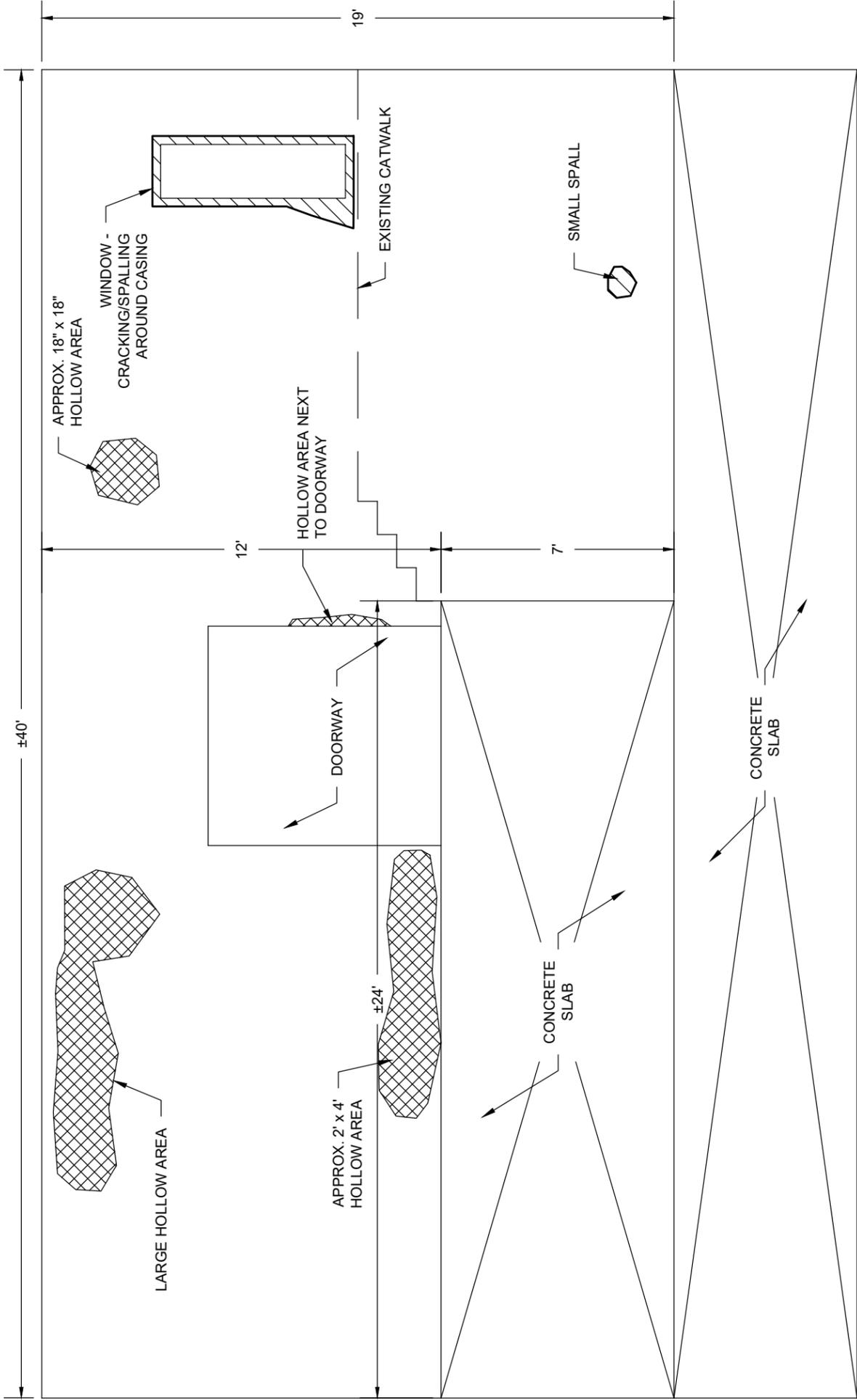
PREPARED FOR:  
 THE TOWN OF PALM BEACH  
 951 OKEECHOBEE ROAD  
 WEST PALM BEACH, FL

PREPARED BY:



103 S. US HWY 1  
 SUITE 5-171  
 JUPITER, FL 33477  
 561-515-3318  
 www.bmalinc.co

ELEVATION LOOKING SOUTH - INTERIOR		951 OKEECHOBEE ROAD WEST PALM BEACH, FLORIDA	
For:			
Revisions			
Drawn by:	RMS		
Checked by:	MDB		
Date:	07/16/2020		
Sheet No.	1		



HOLLOW SPOT TO RIGHT OF DOORWAY



HOLLOW SPOT ABOVE ELECTRICAL EQUIPMENT

**CONSTRUCTION NOTES:**

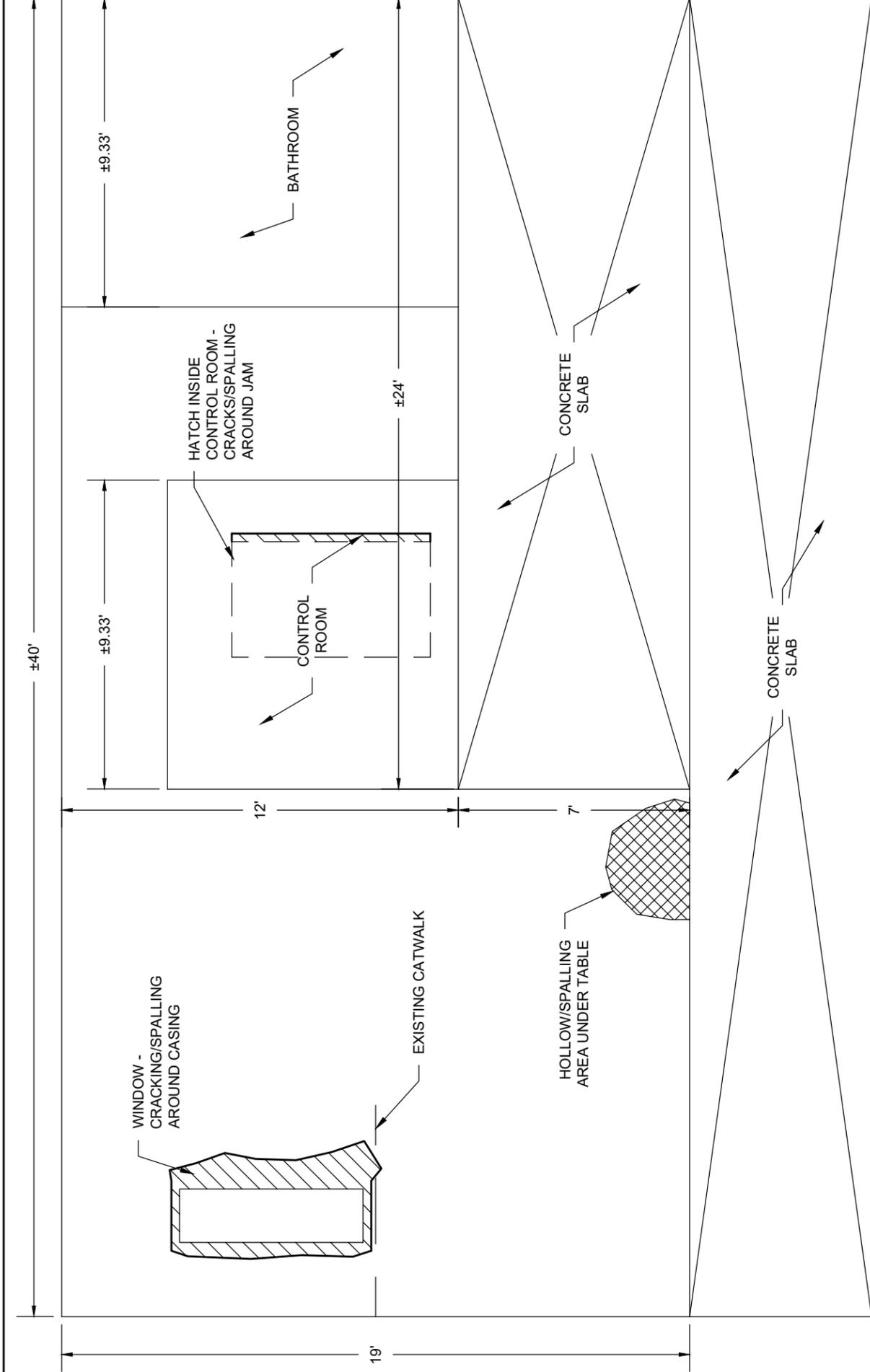
- GENERAL SPECIFICATIONS: FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION
  - REPAIR DESIGN SPECIFICATION: FLORIDA BUILDING CODE 2017;
  - ACI 318-05 BUILDING CODE REQUIREMENT FOR STRUCTURAL CONCRETE;
  - MATERIAL STRESSES: ALL MATERIAL PROPERTIES ARE IN ACCORDANCE WITH CURRENT AASHTO SPECIFICATIONS FOR THE MATERIALS SHOWN IN THE PLANS.
    - CONCRETE: MINIMUM 28 DAY STRENGTH: FC 5000
    - REINFORCEMENT: ASTM A615 - GRADE 60
- THESE PLANS ARE SCHEMATIC IN NATURE AND HAVE BEEN DEVELOPED BY REFERRING TO PREVIOUS SAND TRANSFER PLANT REHABILITATION PROJECT DRAWINGS. ELEVATION VIEWS ARE GENERALLY TO SCALE AND DEPICT THE FEATURES (WINDOWS, DOORS, ETC.) IN A SCHEMATIC WAY. THE CONTRACTOR MUST REVIEW THE PLANS IN LIGHT OF A FIELD VISIT TO BETTER ASCERTAIN THE EXTENT OF THE PROPOSED WORK.
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- THE REPAIRS IDENTIFIED IN THESE PLANS ARE NOT EXHAUSTIVE. ADDITIONAL DAMAGE MAY SURFACE DURING DEMOLITION WORK. THE CONTRACTOR SHALL KEEP THE OWNER AND ENGINEER APPRISED OF ANY ADDITIONAL WORK UNCOVERED AND SHALL RECEIVE APPROVAL PRIOR TO PROCEEDING WITH REPAIRS.
- REPAIRS ARE CLASSIFIED IN THREE BASIC CATEGORIES:
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  - CONCRETE SPALLING
  - HOLLOW CONCRETE

**REPAIR/RESTORATION PROCEDURES ARE OUTLINED BELOW:**

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CRACKING/SPALLING AROUND WINDOW CASING



HOLLOW SPOT UNDER TABLE

ELEVATION LOOKING NORTH - INTERIOR SAND TRANSFER PLANT REHABILITATION

951 OKEECHOBEE ROAD WEST PALM BEACH, FLORIDA

For:

Drawn by: RMS  
Checked by: MDB  
Date: 07/16/2020  
Sheet No. 2

Revisions



103 S US HIGHWAY 1  
SUITE F5 - 171  
JUPITER, FL 33477  
561-315-3318  
www.bolloxinc.com

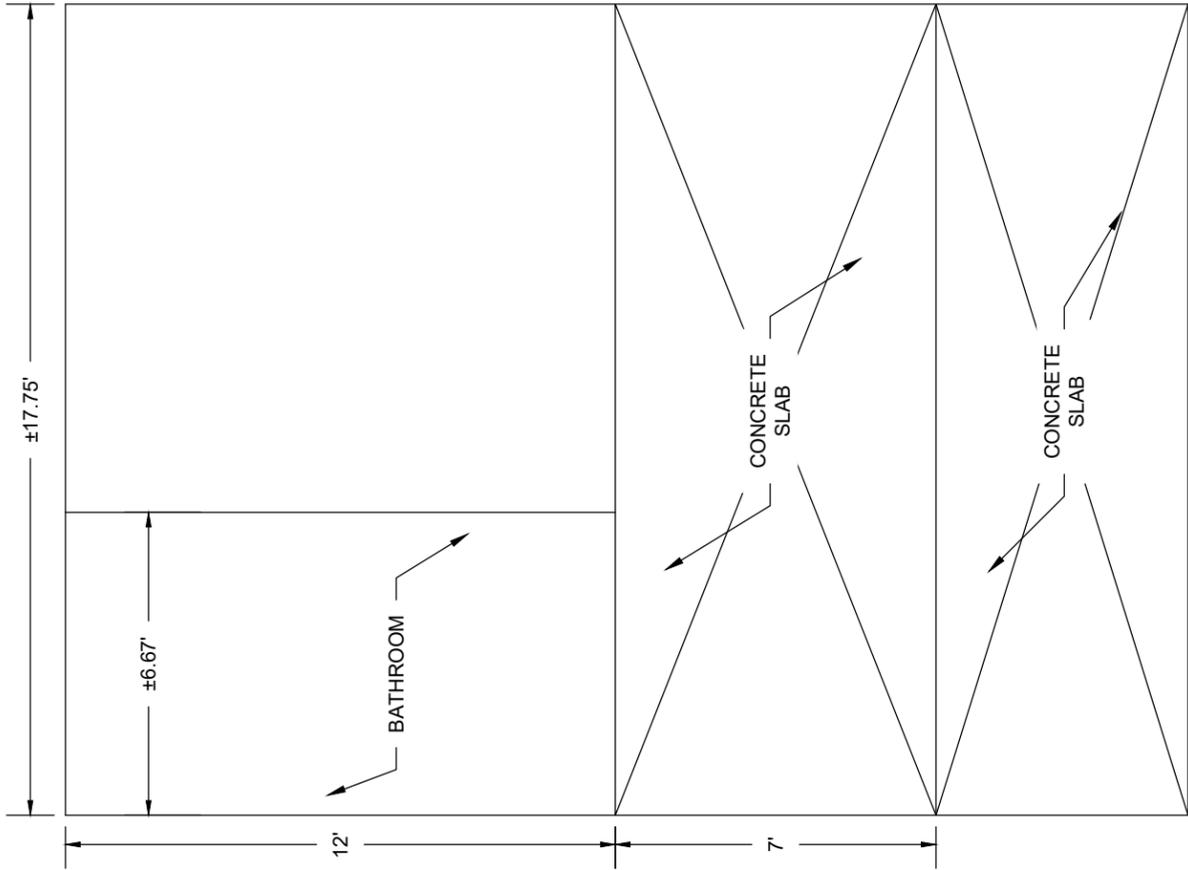
CONSTRUCTION NOTES:

1. GENERAL SPECIFICATIONS: FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION
  - a. REPAIR DESIGN SPECIFICATION: FLORIDA BUILDING CODE 2017;
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ELEVATION LOOKING EAST - INTERIOR		951 OKEECHOBEE ROAD WEST PALM BEACH, FLORIDA	
SAND TRANSFER PLANT REHABILITATION		For:	
Drawn by: RMS	Checked by: MDB	Date: 07/16/2020	Sheet No. 3
Revisions			



**CONSTRUCTION NOTES:**

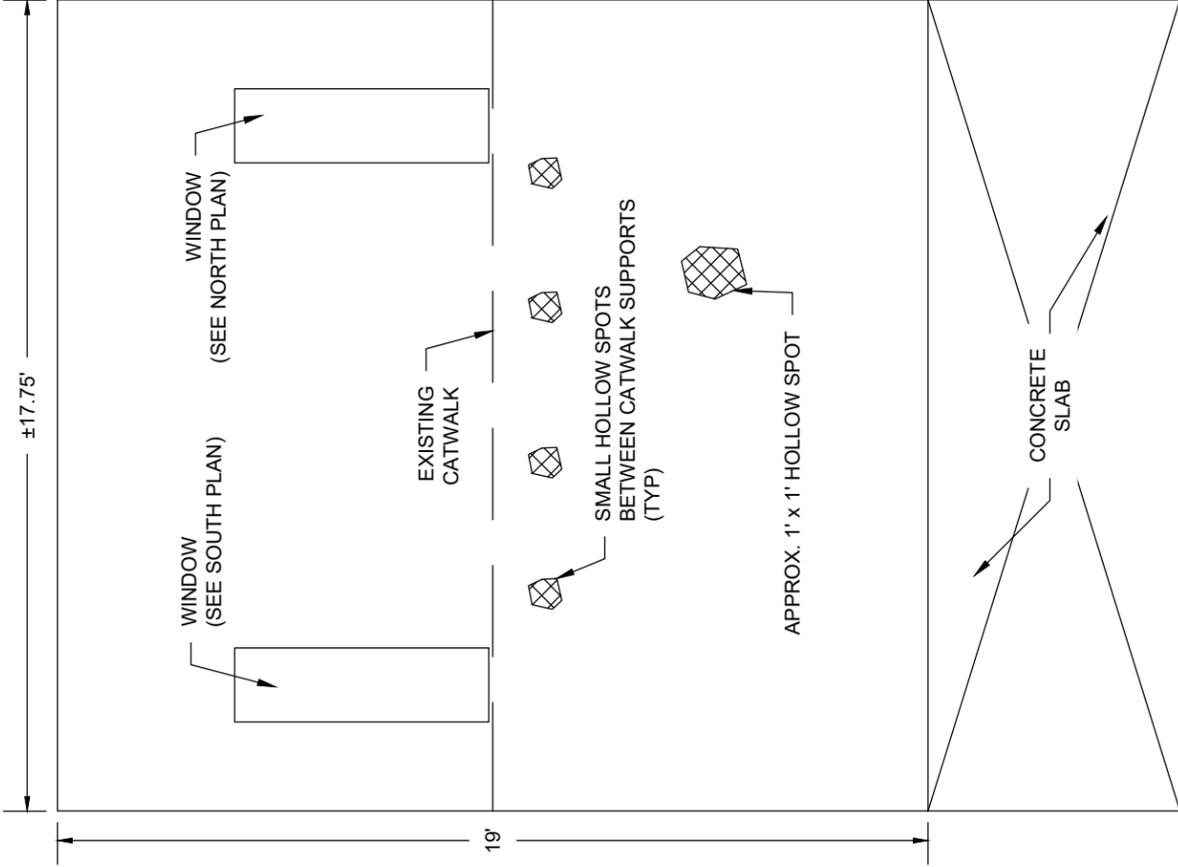
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 IN THIS REPAIR TYPE, THE CONCRETE HAS STARTED TO DELAMINATE, LEAVING A VOID BENEATH THE SURFACE. THE HOLLOW AREA SHOULD BE CHIPPED AWAY AND REMOVED DOWN TO SOUND MATERIAL. IF REBAR IS EXPOSED, THEN ADDITIONAL EFFORT SHOULD BE MADE TO CLEAR AROUND THE REBAR AND EXPOSE THE REBAR ON ALL SIDES. IN EXTREME CASES, A SMALL NUMBER OF REBAR DOWELS MAY NEED TO BE DRILLED AND EPOXIED INTO THE CONCRETE STRUCTURE, TO ENSURE SOLID CONCRETE PATCHING AND/OR RECASTING. PATCH MATERIAL TO BE USED INCLUDES SIKATOP 123 PLUS OR APPROVED EQUAL. PREPARATION AND APPLICATION SHALL BE PER MANUFACTURER'S INSTRUCTIONS AND SPECIFICATIONS.



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1. GENERAL SPECIFICATIONS: FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION
    - a. REPAIR DESIGN SPECIFICATION: FLORIDA BUILDING CODE 2017;
    2. ACI 318-05 BUILDING CODE REQUIREMENT FOR STRUCTURAL CONCRETE.
    3. MATERIAL STRESSES: ALL MATERIAL PROPERTIES ARE IN ACCORDANCE WITH CURRENT AASHTO SPECIFICATIONS FOR THE MATERIALS SHOWN IN THE PLANS.
      - a. CONCRETE: MINIMUM 28 DAY STRENGTH: F'c 5000
      - b. REINFORCEMENT: ASTM A615 - GRADE 60
  4. THESE PLANS ARE SCHEMATIC IN NATURE AND HAVE BEEN DEVELOPED BY REFERRING TO PREVIOUS SAND TRANSFER PLANT REHABILITATION PROJECT DRAWINGS. ELEVATION VIEWS ARE GENERALLY TO SCALE AND DEPICT THE FEATURES (WINDOWS, DOORS, ETC.) IN A SCHEMATIC WAY. THE CONTRACTOR MUST REVIEW THE PLANS IN LIGHT OF A FIELD VISIT TO BETTER ASCERTAIN THE EXTENT OF THE PROPOSED WORK.
  5. THE SCOPE OF WORK INCLUDES CONCRETE RESTORATION AND REPAIR THROUGHOUT THE INTERIOR AND EXTERIOR OF THE SAND TRANSFER PLANT STRUCTURE. THE EXTENT OF THE WORK IS IDENTIFIED IN THESE PLANS WITH SCHEMATIC DRAWINGS SHOWING THE APPROXIMATE LOCATION AND SIZE OF AREAS TO BE REPAIRED.
  6. THE REPAIRS IDENTIFIED IN THESE PLANS ARE NOT EXHAUSTIVE. ADDITIONAL DAMAGE MAY SURFACE DURING DEMOLITION WORK. THE CONTRACTOR SHALL KEEP THE OWNER AND ENGINEER APPRISED OF ANY ADDITIONAL WORK UNCOVERED AND SHALL RECEIVE APPROVAL PRIOR TO PROCEEDING WITH REPAIRS.
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PRIOR PATCH WORK DELAMINATING



VERTICAL SUPPORT ANGLES NEAR CONCRETE VOIDS

ELEVATION LOOKING WEST - INTERIOR SAND TRANSFER PLANT REHABILITATION

951 OKEECHOBEE ROAD WEST PALM BEACH, FLORIDA

For:

Bolckow Marine Advisors, Inc.  
 103 S US HIGHWAY 1  
 SUITE F5 - 171  
 JUPITER, FL 33477  
 561-315-3318  
 www.bmainc.co

Revisions

Drawn by: RMS

Checked by: MDB

Sheet No. 4

Date: 07/16/2020

**CEILING REPAIR PLAN - INTERIOR**
  
**SAND TRANSFER PLANT REHABILITATION**

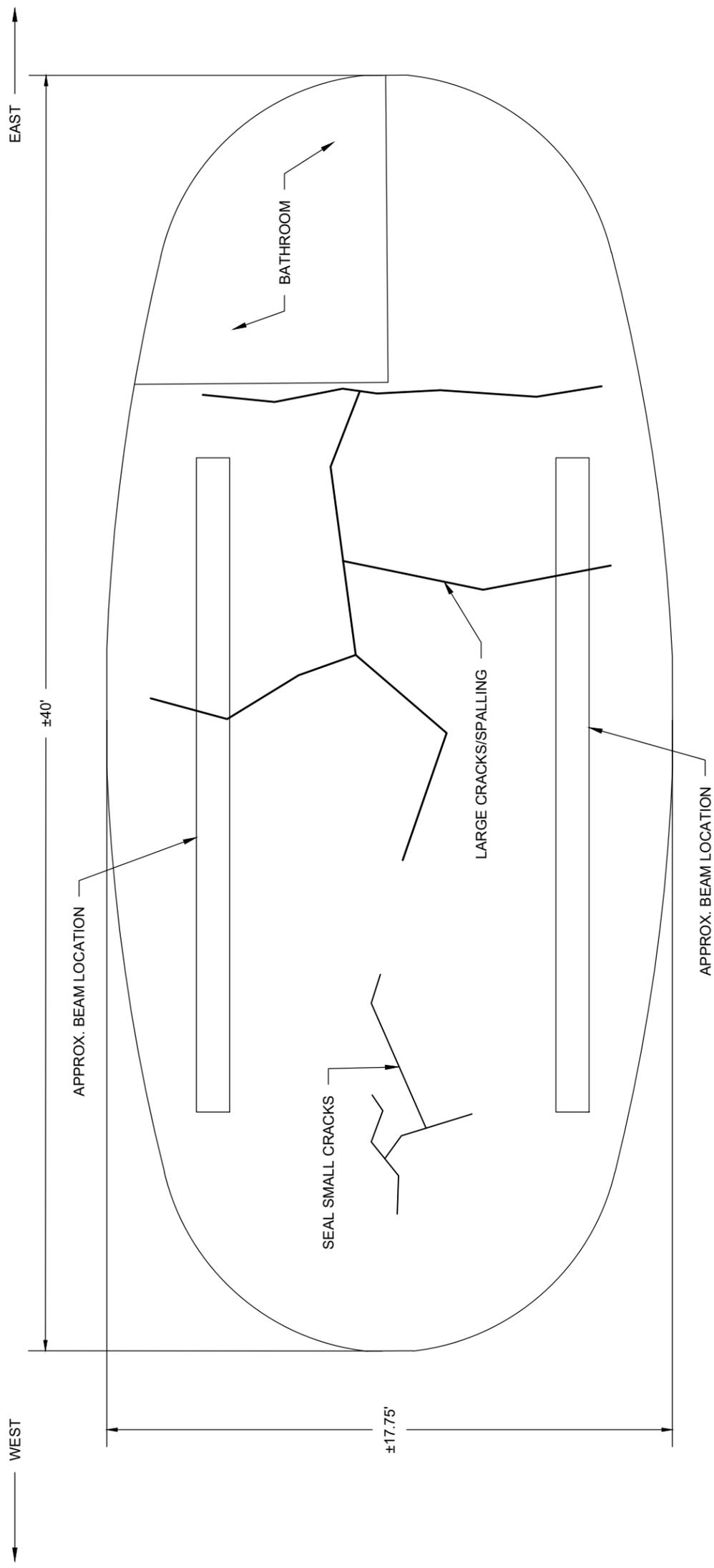
Drawn by:	RMS
Checked by:	MDB
Date:	07/16/2020
Sheet No.	5



CEILING CRACKS AND SPALLS



CEILING CRACKS AND SPALLS



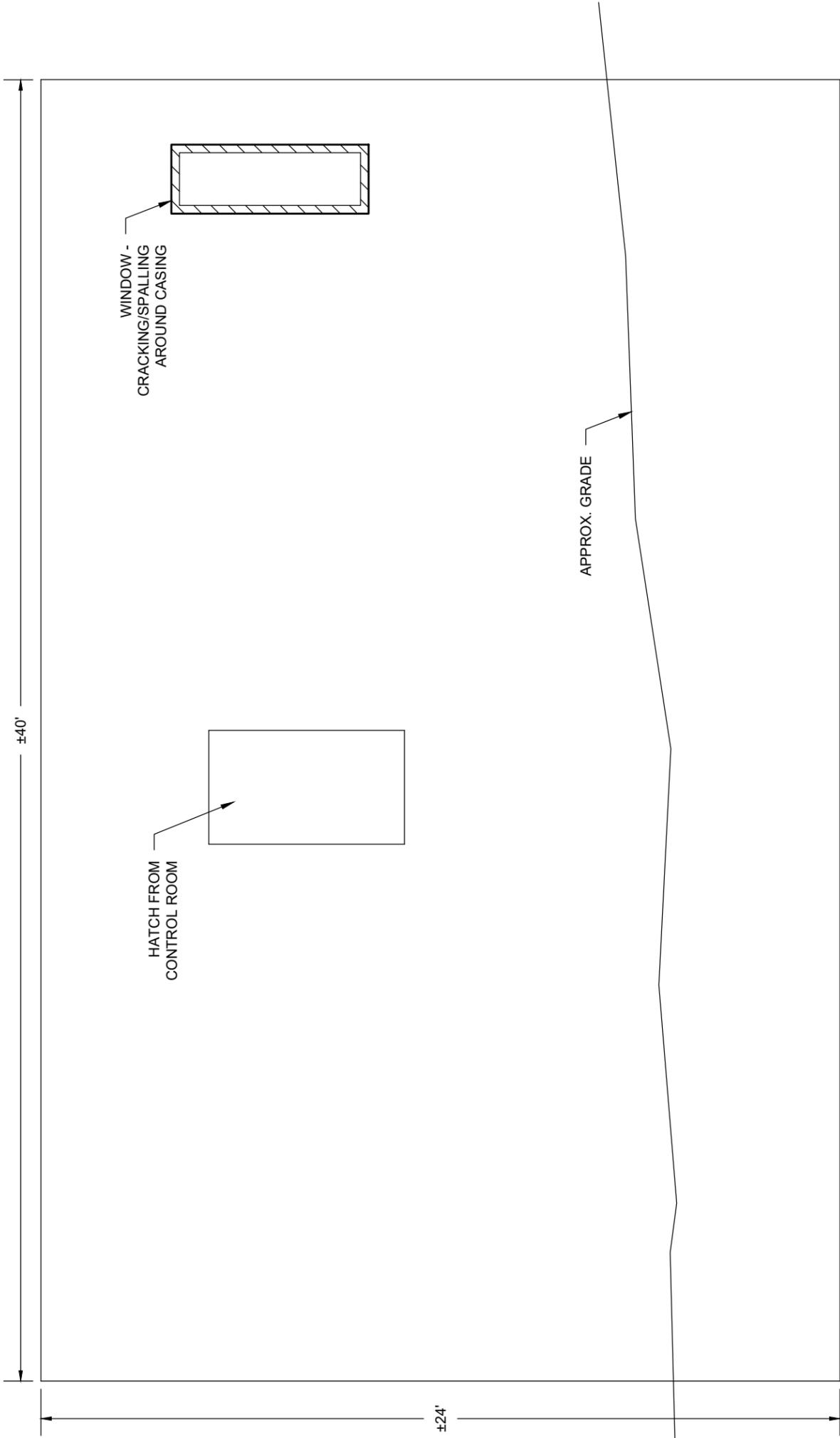
**CONSTRUCTION NOTES:**

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ELEVATION LOOKING SOUTH - EXTERIOR		951 OKEECHOBEE ROAD WEST PALM BEACH, FLORIDA	
For:			
Revisions			
Drawn by: RMS	Checked by: MDB	Date: 07/16/2020	Sheet No. 6



**CONSTRUCTION NOTES:**

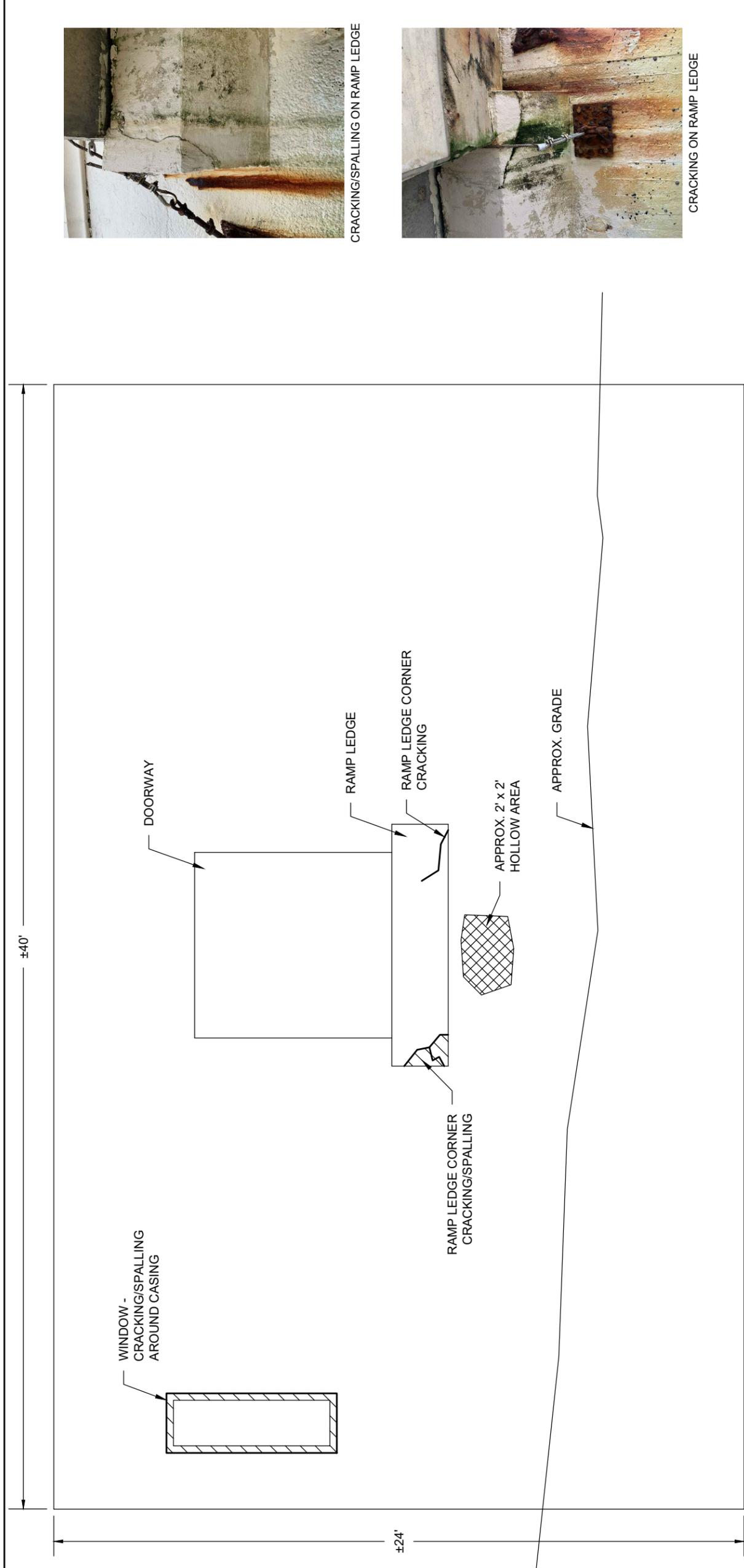
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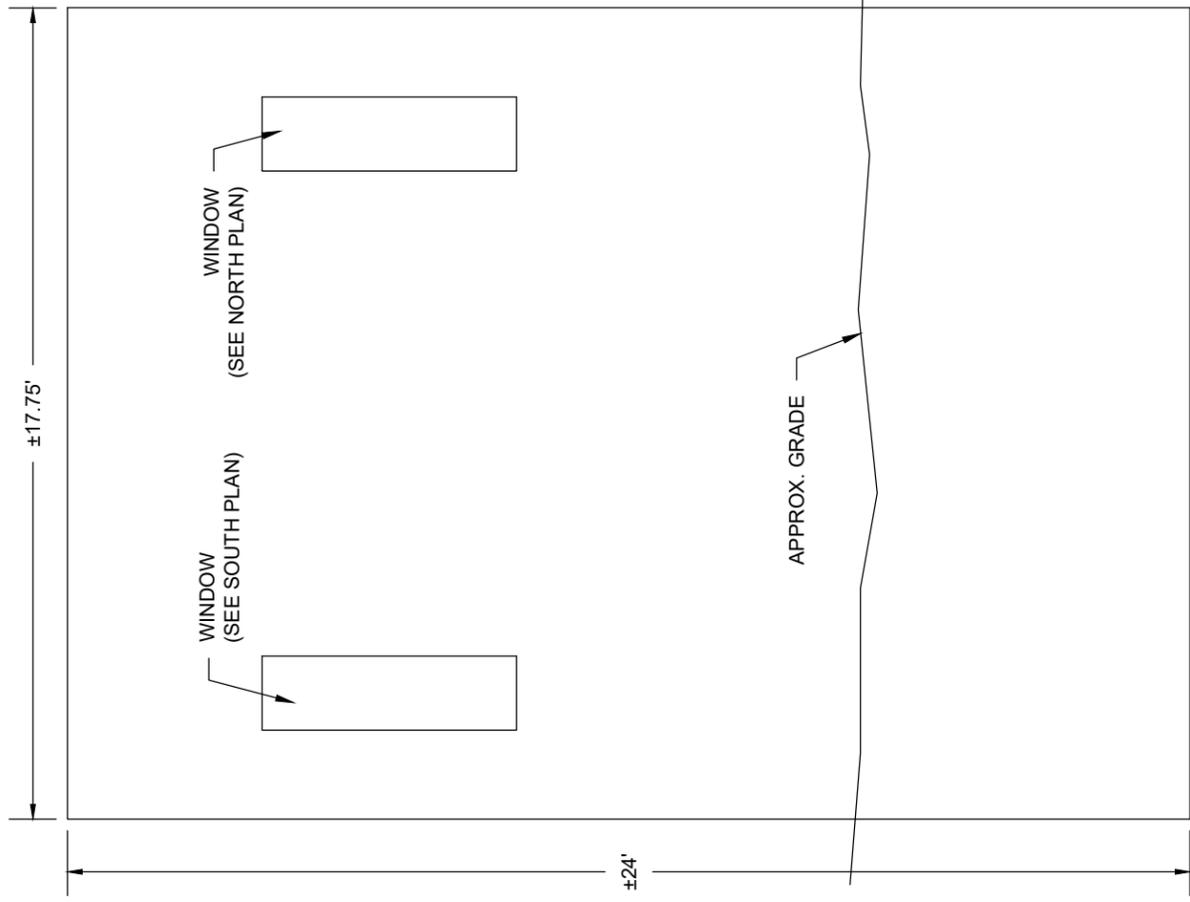
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ELEVATION LOOKING EAST - EXTERIOR		951 OKEECHOBEE ROAD WEST PALM BEACH, FLORIDA	
For:			
Revisions			
Drawn by:	RMS	Checked by:	MDB
Date:	07/16/2020	Sheet No.	8



**CONSTRUCTION NOTES:**

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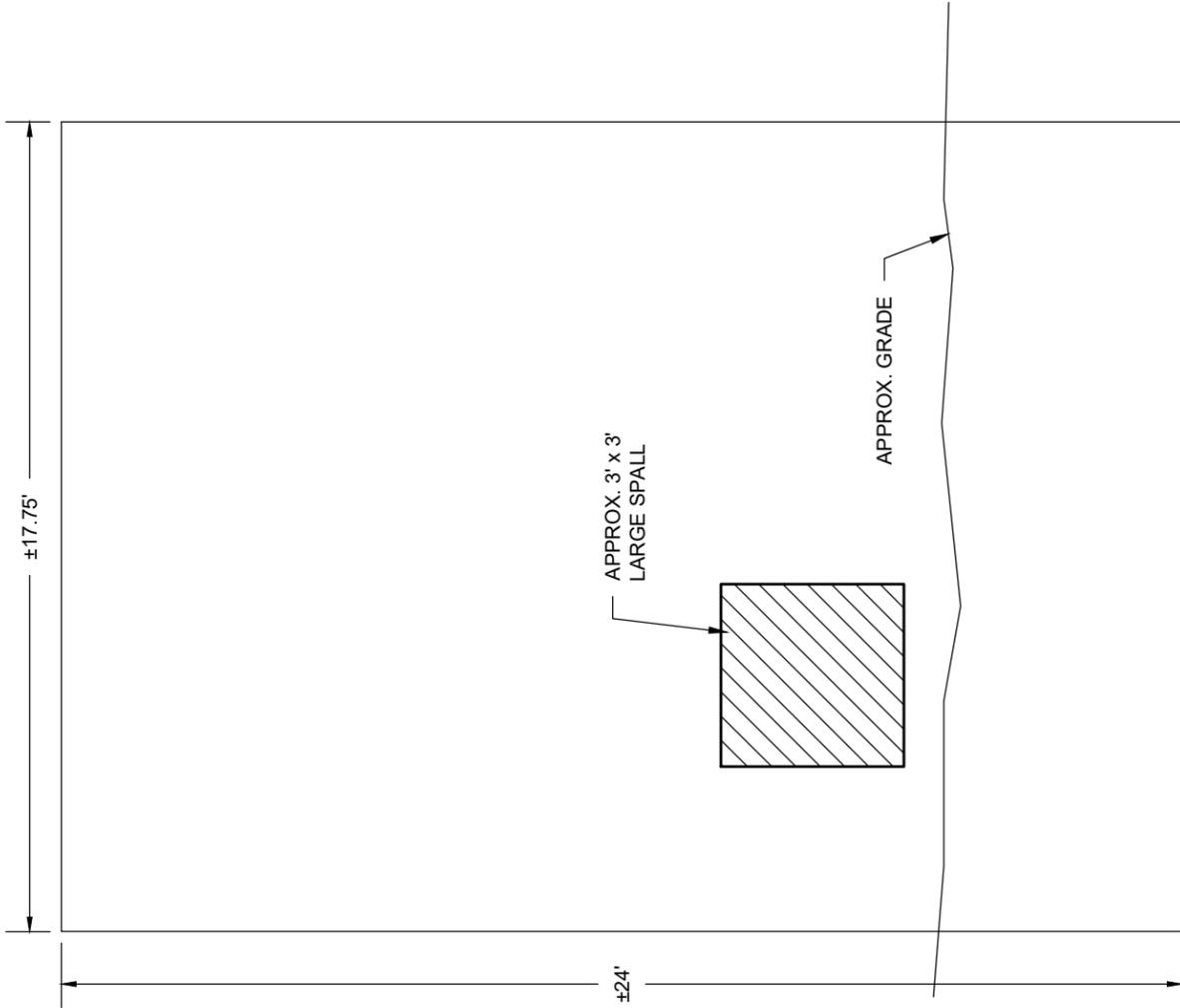
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ELEVATION LOOKING WEST - EXTERIOR		951 OKEECHOBEE ROAD WEST PALM BEACH, FLORIDA	
SAND TRANSFER PLANT REHABILITATION		For:	
Drawn by: RMS	Checked by: MDB	Date: 07/16/2020	Sheet No. 9
Revisions			



LARGE SPALL



LARGE SPALL

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**REPAIR/RESTORATION PROCEDURES ARE OUTLINED BELOW:**

- CRACKING CONCRETE PROCEDURE: CRACK SEALANT**  
 IN THIS REPAIR TYPE, THE MAIN ISSUE WITH THE CONCRETE IS CRACKING AND/OR RUST-BLEEDING. BUT THE CONCRETE HAS NOT SPALLED OR STARTED TO DELAMINATE. CRACKS ARE TO BE SAW-CUT, CLEANED, AND FILLED WITH A LOW-PRESSURE EPOXY INJECTION (SIKADUR CRACK WELD OR APPROVED EQUAL). PREPARATION AND APPLICATION SHALL BE PER MANUFACTURER'S INSTRUCTIONS AND SPECIFICATIONS.
- SPALLING CONCRETE PROCEDURE: CONCRETE PATCHING OR RECASTING**  
 IN THIS REPAIR TYPE, THE CONCRETE HAS STARTED TO SPALL AND DELAMINATE, WHICH WILL REQUIRE ADDITIONAL PREPARATION WORK. THE SPALLING/DELAMINATING AREA SHOULD BE CHIPPED AWAY AND REMOVED DOWN TO SOUND MATERIAL. IF REBAR IS EXPOSED, THEN ADDITIONAL EFFORT SHOULD BE MADE TO CLEAR AROUND THE REBAR AND EXPOSE THE REBAR ON ALL SIDES. IN EXTREME CASES, A SMALL NUMBER OF REBAR DOWELS MAY NEED TO BE DRILLED AND EPOXIED INTO THE CONCRETE STRUCTURE, TO ENSURE SOLID CONCRETE PATCHING AND/OR RECASTING. PATCH MATERIAL TO BE USED INCLUDES SIKATOP 123 PLUS OR APPROVED EQUAL. PREPARATION AND APPLICATION SHALL BE PER MANUFACTURER'S INSTRUCTIONS AND SPECIFICATIONS.
- HOLLOW CONCRETE PROCEDURE: CONCRETE PATCHING OR RECASTING**  
 IN THIS REPAIR TYPE, THE CONCRETE HAS STARTED TO DELAMINATE, LEAVING A VOID BENEATH THE SURFACE. THE HOLLOW AREA SHOULD BE CHIPPED AWAY AND REMOVED DOWN TO SOUND MATERIAL. IF REBAR IS EXPOSED, THEN ADDITIONAL EFFORT SHOULD BE MADE TO CLEAR AROUND THE REBAR AND EXPOSE THE REBAR ON ALL SIDES. IN EXTREME CASES, A SMALL NUMBER OF REBAR DOWELS MAY NEED TO BE DRILLED AND EPOXIED INTO THE CONCRETE STRUCTURE, TO ENSURE SOLID CONCRETE PATCHING AND/OR RECASTING. PATCH MATERIAL TO BE USED INCLUDES SIKATOP 123 PLUS OR APPROVED EQUAL. PREPARATION AND APPLICATION SHALL BE PER MANUFACTURER'S INSTRUCTIONS AND SPECIFICATIONS.



**PURCHASE ORDER**  
**TOWN OF PALM BEACH**  
 951 OKEECHOBEE RD. STE D  
 WEST PALM BEACH, FL 33401  
 (561) 838-5406 Fax:(561) 835-4688

1

DATE
8/20/2020

PO NUMBER
200939

**Vendor Contact:** DAVID LOGAN  
**Vendor Email:** davidl@murraylogan.com  
**Vendor Phone:** (561) 686-3948  
**Vendor Fax:** (561) 686-7465

**SHIP TO:** PUBLIC WORKS DEPT  
 951 OKEECHOBEE RD  
 SUITE A  
 WEST PALM BEACH, FL 33401

**VENDOR:** 001483  
 MURRAY LOGAN CONSTRUCTION INC.  
 313 65TH TRAIL NORTH  
 WEST PALM BEACH, FL 33413

**Attn:** Jason Debrincat  
**Dept:** GENERAL ENGINEERING SERVICES  
**Phone:** (561) 227-7009

**FOB Point:** DESTINATION  
**Terms:** Net 30 Days

**Ship Via:**  
**Req. Del. Date:**

Qty	Unit	Description	Unit Price	Ext. Price
		Sand Transfer Plant Rehabilitation		124,837.48
		Per all terms, conditions, and pricing established in quote dated 8/13/20		
			<b>SUBTOTAL</b>	124,837.48
			<b>TAX</b>	0.00
			<b>FREIGHT</b>	0.00
			<b>TOTAL</b>	124,837.48

**Please email electronic invoices to:**  
**[Invoices@TownofPalmBeach.com](mailto:Invoices@TownofPalmBeach.com)** (Preferred Method)

**Send Paper Invoices To:** TOWN OF PALM BEACH-FINANCE DPT  
 ACCOUNTS PAYABLE  
 PO BOX 2029  
 PALM BEACH, FL 33480

**Federal ID No.** 59-6000402

The Town of Palm Beach has implemented an ACH Payment Program. To participate in this program, please complete the Authorization Form found at the following link:

<http://townofpalmbeach.com/index.aspx?NID=199>

Please contact the Finance Department at 561-227-6333 for additional information.

VENDOR COPY

*David Murray*  
 Purchasing Manager

# TOWN OF PALM BEACH

Town Council Meeting on: September 10, 2020

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## Section of Agenda

Resolutions

### Agenda Title

RESOLUTION NO. 85-2020 A Resolution Of The Town Council Of The Town Of Palm Beach, Palm Beach County, Florida, Approving The Extension Of Contract Services With The Gehring Group Inc. To Provide Health Insurance Broker Services In The Amount Of \$85,500 For FY21 And A Proposed Three Year Amount Not-To-Exceed \$256,500 Based On Satisfactory Vendor Performance And Budget Approval.

### Presenter

Dean Mealy, Purchasing Manager

### ATTACHMENTS:

- ▣ **Memorandum from Dean Mealy, Purchasing Manager**
- ▣ **Resolution No. 85-2020**
- ▣ **Original Authorization**

# TOWN OF PALM BEACH

Information for Town Council Meeting on: September 10, 2020

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TO: Mayor and Town Council

VIA: Kirk W. Blouin, Town Manager

VIA: Jane Le Clainche, CPA Finance Director

FROM: Dean Mealy, CPPO Town Purchasing Manager

RE: Resolution Approving the Extension of Contract Services with The Gehring Group Inc. to Provide Health Insurance Broker Services in the Amount of \$85,500 for FY21 and for a Proposed Three Year Amount Not-to-Exceed \$256,500 based on Satisfactory Performance and Budget Approval, **Resolution No. 85-2020**

DATE: 25 August 2020

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## **STAFF RECOMMENDATION**

Town staff recommends that Town Council approve Resolution No. 85-2020, approving the extension of contract services with The Gehring Group Inc. to provide Health Insurance Broker Services in the amount of \$85,500 for FY21 and for a proposed three year amount not-to-exceed \$256,500 based on satisfactory performance and budget approval.

## **GENERAL INFORMATION**

Town Council approved Resolution No. 89-2018 on July 10, 2018 awarding the Health Insurance Broker Services to The Gehring Group Inc.

Town Purchasing began submitting Resolutions for a five year period contingent upon satisfactory performance by the vendor and budget authorization. This item was not originally presented with the five year language and is being presented to address administrative authorization to continue using The Gehring Group Inc.

## **FUNDING/FISCAL IMPACT**

Sufficient funds exist in the FY21 Health Insurance fund and OPEB Trust to provide for the Town's share of expenses for the healthcare plan as proposed herein.

## **HUMAN RESOURCE REVIEW**

This item has been reviewed by Human Resources and approve as recommended.

## **TOWN ATTORNEY REVIEW**

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

Town Attorney.

Attachments

cc: Danielle Olson, Director of Human Resources  
Kennie Wells, Assistant Director of Human Resources  
Duke Basha, Assistant Purchasing Manager

**RESOLUTION NO. 85-2020**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING THE EXTENSION OF CONTRACT SERVICES WITH THE GEHRING GROUP INC. TO PROVIDE HEALTH INSURANCE BROKER SERVICES IN THE AMOUNT OF \$85,500 FOR FY21 AND A PROPOSED THREE YEAR AMOUNT NOT-TO-EXCEED \$256,500 BASED ON SATISFACTORY VENDOR PERFORMANCE AND BUDGET APPROVAL.**

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

Section 1. The Town Council of the Town of Palm Beach hereby approves Resolution No. 85-2020, approving the extension of contract services with The Gehring Group Inc. to provide Health Insurance Broker Services in the amount of \$85,500 for FY21 and for a proposed three year amount not-to-exceed \$256,500 based on satisfactory performance and budget approval.

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

**PASSED AND ADOPTED** in a regular, adjourned session of the Town Council of the Town of Palm Beach assembled this 10th day of September, 2020.

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Gail L. Coniglio, Mayor

ATTEST:

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Queenester Nieves, CMC, Town Clerk

**RESOLUTION NO. 089-2018**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, AWARDING A CONTRACT TO THE GEHRING GROUP, INC., IN AN AMOUNT NOT TO EXCEED \$85,500 TO PROVIDE HEALTH INSURANCE BROKER SERVICES, AND AUTHORIZING THE TOWN MANAGER TO TAKE ACTIONS NECESSARY TO EFFECTUATE THIS CONTRACT.

\* \* \* \* \*

**WHEREAS**, the Town issued RFP 2018-35 for Health Insurance Broker Services; and

**WHEREAS**, the Town received four proposals to provide health insurance broker services which were ranked by a Selection Committee; and

**WHEREAS**, the proposal from Gehring Group Inc., was recommended by the selection committee as best meeting the requirements of the Town; and

**WHEREAS**, The Town Council approved the Selection Committee recommendation of award for RFP 2018-35 health insurance broker services to The Gehring Group Inc., as outlined in the proposal.

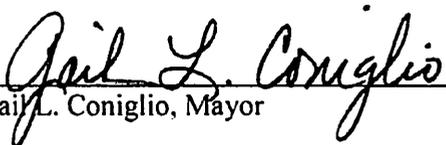
**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA**, as follows:

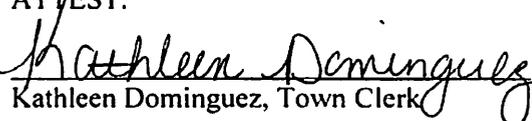
**Section 1.** The Town Council of the Town of Palm Beach hereby approves the issuance of an agreement to The Gehring Group, Inc, for health insurance broker services.

**Section 2.** The Town Manager is hereby authorized to execute the agreement on behalf of the Town of Palm Beach for health insurance broker services.

**Section 3.** The Town Manager, or his designee, is hereby authorized to take such further actions as may be necessary to effectuate this agreement for health insurance broker services.

PASSED AND ADOPTED in a regular, adjourned session of the Town Council of the Town of Palm Beach assembled this 10<sup>th</sup> day of July 2018.

  
Gail L. Coniglio, Mayor

ATTEST:  
  
Kathleen Dominguez, Town Clerk



# TOWN OF PALM BEACH

Town Council Meeting on: September 10, 2020

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## Section of Agenda

Resolutions

## Agenda Title

RESOLUTION NO. 86-2020 A Resolution Of The Town Council Of The Town Of Palm Beach, Palm Beach County, Florida, Approving A Retroactive Change Order To Hy-Byrd Inspections, Inc. In The Amount Of \$75,000.

## Presenter

Dean Mealy, Purchasing Manager

## ATTACHMENTS:

- ▣ **Memorandum Dated August 27, 2020, from Dean Mealy, Purchasing Manager**
- ▣ **Resolution No. 86-2020**

# TOWN OF PALM BEACH

Information for Town Council Meeting on: September 10, 2020

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TO: Mayor and Town Council

VIA: Kirk W. Blouin, Town Manager

VIA: Jane Le Clainche, CPA Finance Director

FROM: Dean Mealy, CPPO Town Purchasing Manager

RE: Resolution to Retroactively Approve a Change Order to Hy-Byrd Inspections Inc. in the Amount of \$75,000 for Inspection Services Required to Support Planning, Zoning, and Building, **Resolution No. 86-2020**

DATE: 27 August 2020

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## **STAFF RECOMMENDATION**

Town staff recommends that Town Council approve a Resolution to Retroactively Approve a Change Order to Hy-Byrd Inspections Inc. in the Amount of \$75,000 for Inspection Services Required to Support Planning, Zoning, and Building.

## **GENERAL INFORMATION**

Hy-Byrd Inspections, Inc was selected as one of several firms under the awarded contract ITB 2019-30 for Plan, Review and Inspection Services in 2019. They currently have an awarded purchase order with the Town.

Due to vacancies in PZB, a business decision was made to outsource additional inspection services to Hy-Byrd Inspections, Inc. It was recently noted that there was not enough funding in the established purchase order to Hy-Byrd Inspections, Inc. to pay all current invoices and for anticipated invoices through the end of the FY. A review of all pending and future invoices through the end of September 2020 noted a requirement for a \$75,000 change order.

There is currently a vacant Building Inspector1 position in PZB.

## **FUNDING/FISCAL IMPACT**

Funding will be from vacancies within PZB.

## **PZB REVIEW**

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

## **TOWN ATTORNEY REVIEW**

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

### Attachments

cc: Wayne Bergman, Director, PZB  
Kelly Churney, Administrative Manager, PZB  
Duke Basha, Assistant Purchasing Manager

**RESOLUTION NO. 86-2020**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF  
PALM BEACH, PALM BEACH COUNTY, FLORIDA,  
APPROVING A RETROACTIVE CHANGE ORDER TO HY-  
BYRD INSPECTIONS, INC. IN THE AMOUNT OF \$75,000.**

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

Section 1. The Town Council of the Town of Palm Beach hereby approves Resolution No. 86-2020, retroactively approving a change order to Hy-Byrd Inspections, Inc. in the amount of \$75,000 for inspection services required by Planning, Zoning, and Building Department.

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

**PASSED AND ADOPTED** in a regular, adjourned session of the Town Council of the Town of Palm Beach assembled this 10<sup>th</sup> day of September, 2020.

---

Gail L. Coniglio, Mayor

ATTEST:

---

Queenester Nieves, CMC, Town Clerk

# TOWN OF PALM BEACH

Town Council Meeting on: September 10, 2020

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## Section of Agenda

Resolutions

### Agenda Title

**RESOLUTION NO. 87-2020** A Resolution Of The Town Council Of The Town Of Palm Beach, Palm Beach County, Florida, Approving The Standardization Of Multi Space Parking Kiosks To Flowbird, Formerly Cale America, Inc. Within The Town Of Palm Beach For A Period Of Two Years, With The Option To Extend.

### Presenter

Dean Mealy, Purchasing Manager

### ATTACHMENTS:

- **Memorandum Dated August 27, 2020, from Dean Mealy, Purchasing Manager**
- **Resolution No. 87-2020**

# TOWN OF PALM BEACH

Information for Town Council Meeting on: September 10, 2020

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TO: Mayor and Town Council

VIA: Kirk W. Blouin, Town Manager

VIA: Jane Le Clainche, CPA Finance Director

FROM: Dean Mealy, CPPO Town Purchasing Manager

RE: Resolution to Approve the Standardization of Multi Space Parking Kiosks to Flowbird, formerly Cale America, Inc. within the Town of Palm Beach for a Period of Two Years, **Resolution No. 87-2020**

DATE: 27 August 2020

---

## **STAFF RECOMMENDATION**

Town staff recommends that Town Council approve a Resolution to approve the standardization of multi space parking kiosks to Flowbird, formerly Cale America, Inc. within the Town of Palm Beach for a period of two years, with the option to extend.

## **GENERAL INFORMATION**

Pursuant to the Town Purchasing Policy and Procedures Manual, Administrative Procedure 1-19-1, Section 6.2.15, if a standardization of a product is required, it is based on quality, design and performance and that a review of the standardized item shall be completed every two years.

The Town approved a five year agreement with Cale America, Inc. in 2017 for parking kiosks throughout the Town. At the August 2020 Town Council Meeting, a decision was made to install an additional sixteen kiosks. To maintain uniformity for the community it was decided to utilize the same unit as was acquired in 2017.

The authorization of this resolution will provide Purchasing with the ability to secure the same type of kiosk without issuing a formal solicitation.

## **FUNDING/FISCAL IMPACT**

Not applicable to this resolution.

## **TOWN ATTORNEY REVIEW**

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

## Attachments

cc: Jay Boodheshwar, Deputy Town Manager  
Paul Brazil, Director, Public Works  
Duke Basha, Assistant Purchasing Manager

**RESOLUTION NO. 87-2020**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF  
PALM BEACH, PALM BEACH COUNTY, FLORIDA,  
APPROVING THE STANDARDIZATION OF MULTI SPACE  
PARKING KIOSKS TO FLOWBIRD, FORMERLY CALE  
AMERICA, INC. WITHIN THE TOWN OF PALM BEACH FOR  
A PERIOD OF TWO YEARS, WITH THE OPTION TO EXTEND.**

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

Section 1. The Town Council of the Town of Palm Beach hereby approves Resolution No. 87-2020 to approve the standardization of multi space parking kiosks to Flowbird, formerly Cale America, Inc. within the Town of Palm Beach for a period of two years, with the option to extend.

**PASSED AND ADOPTED** in a regular, adjourned session of the Town Council of the Town of Palm Beach assembled this 10<sup>th</sup> day of September, 2020.

---

Gail L. Coniglio, Mayor

ATTEST:

---

Queenester Nieves, CMC, Town Clerk

# TOWN OF PALM BEACH

Town Council Meeting on: September 10, 2020

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## Section of Agenda

Resolutions

### Agenda Title

RESOLUTION NO. 88-2020 A Resolution Of The Town Council Of The Town Of Palm Beach, Palm Beach County, Florida, Approving The Retroactive Purchase Of Sixteen (16) Parking Kiosks From Flowbird In The Amount Of \$105,120, To Be Funded From The FY2020 General Contingency Fund.

### Presenter

Dean Mealy, Purchasing Manager

### ATTACHMENTS:

- ▢ **Memorandum Dated August 27, 2020, from Dean Mealy, Purchasing Manager**
- ▢ **Resolution No. 88-2020**
- ▢ **Kiosks Quote for Purchase of Sixteen Units**

# TOWN OF PALM BEACH

Information for Town Council Meeting on: September 10, 2020

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TO: Mayor and Town Council

VIA: Kirk W. Blouin, Town Manager

VIA: Jane Le Clainche, CPA Finance Director

FROM: Dean Mealy, CPPO Town Purchasing Manager

RE: Resolution to Retro-Actively Approve a Purchase of Sixteen (16) Parking Kiosks from Flowbird in the Amount of \$105,120, **Resolution No. 88-2020**

DATE: 27 August 2020

---

## **STAFF RECOMMENDATION**

Town staff recommends that Town Council approve Resolution No. 88-2020, authorizing the retro-active purchase of sixteen (16) parking kiosks from Flowbird in the amount of \$105,120, to be funded from the FY2020 General Contingency Fund.

## **GENERAL INFORMATION**

During the August 2020 Town Council Meeting, a directive was made to install ten (10) additional parking kiosks on N. County Rd. (1 on each side of street for each block), in addition to six (6) for the 100 block of Sunrise.

Purchase Order 200966 was issued to Flowbird on August 31, 2020 in the amount of \$105,120.

In 2017, the Town installed parking kiosks which have proven to be durable and easy to use for residents and guests to the Town. The kiosks secured in 2017 were formally bided and awarded to Cale America, Inc. which has been purchased by Flowbird.

To maintain the same appearance for the kiosks Town-wide, Resolution 87-2020 was presented to standardize the Flowbird Parking Kiosks throughout the Town for uniformity, ease of use and to provide the same vendor for service of units. By standardization of the kiosks, it would allow the Town to use the previously awarded bid to secure additional units.

## **FUNDING/FISCAL IMPACT**

Staff is requesting the use of General Contingency Fund to fund the \$105,120 cost of the new kiosks. The current balance in the Fund is \$574,720.

## **TOWN ATTORNEY REVIEW**

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

### Attachments

cc: Jay Boodheshwar, Deputy Town Manager  
H. Paul Brazil, P.E., Director of Public Works  
Duke Basha, Assistant Purchasing Manager

**RESOLUTION NO. 88-2020**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF  
PALM BEACH, PALM BEACH COUNTY, FLORIDA,  
APPROVING THE RETRO-ACTIVE PURCHASE OF SIXTEEN  
(16) PARKING KIOSKS FROM FLOWBIRD IN THE AMOUNT  
OF \$105,120, TO BE FUNDED FROM THE FY2020 GENERAL  
CONTINGENCY FUND.**

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

Section 1. The Town Council of the Town of Palm Beach hereby approves Resolution No. 88-2020, authorizing the retro-active purchase of sixteen (16) parking kiosks from Flowbird in the amount of \$105,120, to be funded from the FY2020 General Contingency Fund.

Section 2. Town Council approves the use of General Contingency Fund to fund the \$105,120 cost of the new kiosks.

Section 3. The Town Manager is hereby authorized to execute this purchase order on behalf of the Town of Palm Beach for these improvements.

**PASSED AND ADOPTED** in a regular, adjourned session of the Town Council of the Town of Palm Beach assembled this 10<sup>th</sup> day of September, 2020.

---

Gail L. Coniglio, Mayor

ATTEST:

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Queenester Nieves, CMC, Town Clerk



**Flowbird - Confidential Quotation**  
**For: Town of Palm Beach**

Quote Issued: August 21, 2020

Quote Expires: October 31, 2020

Quote Name: Town of Palm Beach CWT 16

Quote ID: 515

**General Information**

**Bill To:**  
 Town of Palm Beach  
 951 Okeechobee Road Suite D  
 West Palm Beach, Florida

**Contact:**  
 Town of Palm Beach

**Prepared By:**  
 Natalie Snow

**Prepared For:**  
 Ben Alma

**Equipment**

Product Name	Quantity	Unit Price	Year One Total	Year Two Total	Year Three Total
CWTC Touch S4 <i>Color: BLACK</i> <i>Power: Solar (16)</i> <i>Payment Methods: Credit/Debit Card</i> <i>Configuration: Pay by Plate</i> <i>Warranty: 13-month Hardware Warranty</i>	16	\$0.00	\$0.00		
CWTCC Pay Station <i>Color: BLACK</i> <i>Power: Solar (16)</i> <i>Payment Methods: Credit/Debit Card</i> <i>Configuration: Pay by Plate</i> <i>Warranty: 13-month Hardware Warranty</i>	16	\$5,795.00	\$92,720.00		
Light Bar with Motion Sensor	16	\$0.00	\$0.00		
<b>Annual Total</b>			\$92,720.00	\$0.00	\$0.00

**On-Going Services**

Product Name	Quantity	Sales Price	Year One Total	Year Two Total	Year Three Total
WebOffice Professional Edition <i>Includes:</i> <i>Pay by Plate Configuration</i> <i>Maintenance alarms alerts to cell phone</i> <i>Pay Station Mapping (Google Maps)</i> <i>Reporting (standard and analytical)</i> <i>Credit Card Gateway</i> <i>Cellular Communication Fees</i> <i>24/7 Support</i>	16	\$600.00	\$9,600.00		
<b>Annual Total</b>			\$9,600.00	\$0.00	\$0.00

**General Services**

Product Name	Quantity	Sales Price	Year One Total	Year Two Total	Year Three Total
Estimated CWT Shipping	16	\$0.00	\$0.00		
CWT Installation <i>Flowbird will secure and level pay station to the ground and provide hardware training, review preventative maintenance and trouble shooting</i> <i>Ground preparation is not included.</i>	16	\$175.00	\$2,800.00		
<b>Annual Total</b>			\$2,800.00	\$0.00	\$0.00

Total Costs

Year One Total	Year Two Total	Year Three Total
\$105,120.00	\$0.00	\$0.00

All prices stated are exclusive of taxes and shipping costs unless specifically itemized in this quotation. Customer is responsible for all taxes or providing proof of tax-exempt status. By accepting this order, Customer agrees to be bound by all applicable terms and conditions or terms of existing contract(s) between Customer and Flowbird for the same products and services, if any:

Accepted by: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_



# TOWN OF PALM BEACH

Town Council Meeting on: September 10, 2020

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## Section of Agenda

Resolutions

### Agenda Title

RESOLUTION NO. 94-2020 A Resolution Of The Town Council Of The Town Of Palm Beach, Palm Beach County, Florida, Approving A Purchase Order To Tyler Technologies, Inc. For Annual Software Support And Licensing In An Amount Not To Exceed \$95,000 Contingent Upon Budget Approval.

### Presenter

Dean Mealy, Purchasing Manager

### ATTACHMENTS:

- ▢ **Memorandum Dated August 26, 2020, from Dean Mealy, Purchasing Manager**
- ▢ **Resolution No. 94-2020**

## Information for Town Council Meeting on September 10, 2020

---

TO: Mayor and Town Council

VIA: Kirk W. Blouin, Town Manager

VIA: Jane Le Clainche, CPA, Director of Finance

FROM: Dean Mealy, II CPPO Town Purchasing Manager

RE: Resolution Approving a Purchase Order to Tyler Technologies for Software Licenses and Support in the Amount of \$95,000, Contingent upon Budget Approval, **Resolution No. 94-2020**

DATE: 26 August 2020

---

### **STAFF RECOMMENDATION**

Staff recommends Town Council approval of Resolution No. 94-2020 approving a Purchase Order to Tyler Technologies for annual licenses and support in the amount of \$95,000, contingent upon budget approval.

### **SUMMARY EXPLANATION/BACKGROUND**

The Town utilizes Tyler Eden as their ERP System. As such, the Office of Information Technology has to renew the licensing, support and maintenance for the Eden software used by the Town. Tyler Eden is designated as a Sole Source Provider.

### **FISCAL IMPACT/FUNDING SOURCE**

The funding will for this program is from the IT Operational Budget.

### **USER DEPARTMENT CONCURRENCE**

The Office of Information Technology is in full concurrence with this recommendation.

### **DUE DILIGENCE**

Due Diligence was conducted to determine vendor responsibility, including corporate status and that there are no performance and compliance issues. The review included conducting market research.

### **TOWN ATTORNEY REVIEW**

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

Town Attorney.

CC: Jay Boodheshwar, Deputy Town Manager  
Charles Kapachinski, IT Manager  
Duke Basha, Assistant Purchasing Manager

**RESOLUTION NO. 94-2020**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF  
PALM BEACH, PALM BEACH COUNTY, FLORIDA,  
APPROVING A PURCHASE ORDER TO TYLER  
TECHNOLOGIES, INC. FOR ANNUAL SOFTWARE SUPPORT  
AND LICENSING IN AN AMOUNT NOT TO EXCEED \$95,000  
CONTINGENT UPON BUDGET APPROVAL.**

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

Section 1. The Town Council of the Town of Palm Beach hereby approves Resolution 94-2020, approving a Purchase Order to Tyler Technologies Inc., in the Not-to-Exceed Amount of \$95,000, Contingent upon Budget Approval.

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

PASSED AND ADOPTED in a regular, adjourned session of the Town Council of the Town of Palm Beach assembled this 10<sup>th</sup> day of September, 2020.

\_\_\_\_\_  
Gail L. Coniglio, Mayor

ATTEST:

\_\_\_\_\_  
Queenester Nieves, CMC, Town Clerk

# TOWN OF PALM BEACH

Town Council Meeting on: September 10, 2020

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## Section of Agenda

Resolutions

### Agenda Title

RESOLUTION NO. 95-2020 A Resolution Of The Town Council Of The Town Of Palm Beach, Palm Beach County, Florida, Approving The Award Of Invitation To Bid No. 2020-22, Seminole Avenue And Lake Trail Improvements To Heavy Civil Inc. In The Amount Of \$109,000 And An Overall Project Budget Of \$123,350.

### Presenter

Dean Mealy, Purchasing Manager

### ATTACHMENTS:

- ▣ **Resolution No. 95-2020**
- ▣ **Memorandum Dated August 28, 2020, from Dean Mealy, Purchasing Manager**
- ▣ **Bids Submitted**
- ▣ **Mock Roos Lake Trail Improvements**

**RESOLUTION NO. 95-2020**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF  
PALM BEACH, PALM BEACH COUNTY, FLORIDA,  
APPROVING THE AWARD OF INVITATION TO BID NO. 2020-  
22, SEMINOLE AVENUE AND LAKE TRAIL IMPROVEMENTS  
TO HEAVY CIVIL INC. IN THE AMOUNT OF \$109,000 AND AN  
OVERALL PROJECT BUDGET OF \$123,350.**

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

Section 1. The Town Council of the Town of Palm Beach hereby approves Resolution No. 95-2020, approving the Award of Invitation to Bid No. 2020-22 - Seminole Avenue & Lake Trail Improvements to Heavy Civil Inc. in the amount of \$109,000 and an overall project budget of \$125,350.

Section 2. Town Council authorizes the special considerations for construction requested from Public Works as staff recommends a waiver to Section 42-196 and Section 42- 199 of the Town Code of Ordinances allowing off hour construction, as necessary and approved by Public Works. The contractor, with the assistance of Public Works staff, will notify residents in the immediate area prior to off hour work and issue a press release for the week. Staff also recommends a waiver to the Noise Ordinance for those same off hour activities including weekends from Section 42-226 through Section 42-229 of the Town Code of Ordinances.

Section 3. The Town Manager is hereby authorized to execute this purchase order on behalf of the Town of Palm Beach for these improvements.

**PASSED AND ADOPTED** in a regular, adjourned session of the Town Council of the Town of Palm Beach assembled this 10<sup>th</sup> day of September, 2020.

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Gail L. Coniglio, Mayor

ATTEST:

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Queenester Nieves, CMC, Town Clerk

# TOWN OF PALM BEACH

Information for Town Council Meeting on: September 10, 2020

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TO: Mayor and Town Council

VIA: Kirk W. Blouin, Town Manager

VIA: Jane Le Clainche, CPA Finance Director

FROM: Dean Mealy, CPPO Town Purchasing Manager

RE: Resolution to Award Invitation to Bid No. 2020-22 - Seminole Avenue & Lake Trail Improvements to Heavy Civil Inc. in the amount of \$109,000 and an overall project budget of \$125,350, **Resolution No. 95-2020**

DATE: 28 August 2020

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## STAFF RECOMMENDATION

Town staff recommends that Town Council approve a Resolution to Approve the Award of Invitation to Bid No. 2020-22 - Seminole Avenue & Lake Trail Improvements to Heavy Civil Inc. in the amount of \$109,000 and an overall project budget of \$125,350.

## GENERAL INFORMATION

The Town of Palm Beach solicited bids from responsible and experienced contractors to construct improvements to approximately 750-ft of the lake trail. The work is shown in the construction drawings titled “300 SEMINOLE AVENUE LAKE TRAIL IMPROVEMENTS” dated JULY 2020 (Mock•Roos Dwg. No. 43-43-15-32).

Town Purchasing advertised the Invitation to Bid to 963 registered contractors on DemandStar and conducted direct outreach to forty-four contractors known to the Town.

Nine firms submitted bids. The low responsive, responsible bidder Heavy Civil Inc. submitted a bid amount of \$109,000 which was within the Engineer Estimate of Cost for the project. Purchasing and Mock-Roos conducted extensive reference checks on the firm and found no issues.

Public Works is requesting the following Special Consideration:

The resurfacing, installation of the drainage, and concrete improvements will have varying degrees of impacts on the Lake Trail. Those impacts on the Lake Trail can be minimized by performing some of these improvements during off hours of trail use. Therefore, staff recommends a waiver to Section 42-196 and Section 42- 199 of the Town Code of Ordinances allowing off hour construction, as necessary and approved by Public Works. The contractor, with the assistance of Public Works staff, will notify residents in the immediate area prior to off hour work and issue a press release for the week. Staff also recommends a waiver to the Noise Ordinance for those same

off hour activities including weekends from Section 42-226 through Section 42-229 of the Town Code of Ordinances.

**FUNDING/FISCAL IMPACT**

Funding for this project will be paid from Pay-GO.

**DUE DELIGENCE**

Town staff in addition to the consultant that designed the project conducted due diligence to ensure that the award is being made to a responsive and responsible contractor.

**PUBLIC WORKS REVIEW**

This item has been reviewed by the Public Works and approved as recommended.

**TOWN ATTORNEY REVIEW**

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

Attachments

cc: Paul Brazil, Public Works Director  
Patricia Strayer, P.E., Town Engineer  
Jason Debrincat, P.E., Senior Project Engineer  
Duke Basha, Assistant Purchasing Manager



(/PublishedTenders.aspx)

# 5247 Bid No. 2020-22 - Seminole Avenue & Lake Trail Improvements

Evaluation phase Ends on Sep 11 2020 2:00 PM

- Settings (TenderProperties.aspx?tenderId=5247)
- Participants (BuyerParticipants.aspx?tenderId=5247)
- Schedule (Planning.aspx?tenderId=5247)
- Pricing sheets (ProductLists.aspx?tenderId=5247)
- Questionnaires (SurveysList.aspx?tenderId=5247)
- Question & Answer (Questions/QuestionsAndAnswers.aspx?tenderId=5247)
- Offers/Applications (OffersList.aspx?tenderId=5247)
- Evaluate (EvaluateOffers/EvaluateRedirect.aspx?tenderId=5247)
- Compare & Select (CompareOffersSurveys.aspx?tenderId=5247)

0 (TenderMessages.aspx?tenderId=5247)

Evaluation Questionnaires

- Offer phase (9) (CompareOffersSurveys.aspx?tenderId=5247&phaseId=7)
- Evaluation (9) (CompareOffersSurveys.aspx?tenderId=5247&phaseId=8)
- Awarding

### BASIS OF AWARD

Phase ▼ Rank ▼

### Options

Offers/Applications	Rank	Price	Pha
<b>Heavy Civil Inc.</b> <a href="#">(OfferDetails.aspx?tenderId=5247&amp;offerId=8510)</a> Heavy Civil Inc. Aug 17 2020 1:29:24 PM	1	\$109,000 (OfferDetailsProductList.aspx?tenderId=5247&offerId=8510&productListId=6971)	Eva
<b>Ferreira Construction Southern Division Co., Inc.</b> <a href="#">(OfferDetails.aspx?tenderId=5247&amp;offerId=8358)</a> Ferreira Construction Southern Division Co., Inc. Aug 17 2020 1:02:51 PM	2	\$111,750 (OfferDetailsProductList.aspx?tenderId=5247&offerId=8358&productListId=6971)	Eva
<b>E &amp; F Florida Enterprises Inc.</b> <a href="#">(OfferDetails.aspx?tenderId=5247&amp;offerId=8174)</a> E & F Florida Enterprises Inc. Aug 17 2020 12:05:13 PM	3	\$123,700 (OfferDetailsProductList.aspx?tenderId=5247&offerId=8174&productListId=6971)	Eva
<b>Phase 4 Construction LLC</b> <a href="#">(OfferDetails.aspx?tenderId=5247&amp;offerId=8338)</a> Phase 4 Construction LLC Aug 17 2020 1:43:50 PM	4	\$128,300 (OfferDetailsProductList.aspx?tenderId=5247&offerId=8338&productListId=6971)	Eva
<b>Boromei Construction, Inc</b> <a href="#">(OfferDetails.aspx?tenderId=5247&amp;offerId=8514)</a> Boromei Construction, Inc Aug 17 2020 1:44:36 PM	5	\$149,298 (OfferDetailsProductList.aspx?tenderId=5247&offerId=8514&productListId=6971)	Eva
<b>Hinterland Group, Inc.</b> <a href="#">(OfferDetails.aspx?tenderId=5247&amp;offerId=8466)</a> Hinterland Group, Inc. Aug 17 2020 1:24:45 PM	6	\$154,000 (OfferDetailsProductList.aspx?tenderId=5247&offerId=8466&productListId=6971)	Eva

Solicitations Palm Beach [logout](#)

Published Solicitations (../PublishedTenders.aspx)

Solicitations (../MyTenders.aspx)

Solicitations (Supplier) (../MySupplierTenders.aspx)

Contracts (../ContractManagement/ContractsOver

Documents (../DocumentCenter/DocumentCenter.a: folderId=157769)

My Profile (../Profile/UserProfile.aspx? mode=view)

Company (../Company/CompanyProfile.aspx)

Contact groups (../Company/Contacts/Contacts.aspx)

Templates (../TenderTemplates/TenderTemplates.a

### Company administrator:

 Solicitations Palm Beach (561) 838-5406   
[solicitations@townofpalmbeach.fl.gov](mailto:solicitations@townofpalmbeach.fl.gov)  
 (/Content/MessageCenter/New?userId=d15b8f1a-d822-4e2a-a293-19e94c0deaaf&tenderId=5247)

### Need help using Negometrix3?

Visit our support page

 Help (https://support-us.negometrix.com)

Offers/Applications	Rank	Price	Pha
<b><u>D.S. Eakins Construction Corp.</u></b> <b><u>(OfferDetails.aspx?tenderId=5247&amp;offerId=8148)</u></b> D.S. Eakins Construction Corp. Aug 17 2020 1:48:19 PM	7	<u>\$156,655 (OfferDetailsProductList.aspx?tenderId=5247&amp;offerId=8148&amp;productListId=6971)</u>	Eva
<b><u>Almazan Construction LLC</u></b> <b><u>(OfferDetails.aspx?tenderId=5247&amp;offerId=8528)</u></b> Almazan Construction LLC Aug 17 2020 1:10:41 PM	8	<u>\$185,867 (OfferDetailsProductList.aspx?tenderId=5247&amp;offerId=8528&amp;productListId=6971)</u>	Eva
<b><u>R &amp; D Paving</u></b> <b><u>(OfferDetails.aspx?tenderId=5247&amp;offerId=8414)</u></b> R & D Paving Aug 17 2020 12:46:47 PM	9	<u>\$269,095 (OfferDetailsProductList.aspx?tenderId=5247&amp;offerId=8414&amp;productListId=6971)</u>	Eva

[Request a zip-export for this Solicitation](#)

[Export offered pricing sheets of all suppliers](#)

[Export price comparison](#)

[Export Compare & Select](#)

[Export recorded statement of opening offers](#)



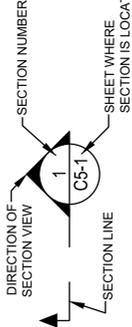


LOCATION MAP

<b>ENGINEERING LEGEND</b>	ASSOCIATION OF AMERICAN STATE HIGHWAY TRANSPORTATION OFFICIALS
AA-SHTO	CONCRETE
CONC	CONTROL POINT
CP	DIAMETER
DIA	EAST
E	EASTING
E	ELEVATION
EL	EDGE OF PAVEMENT
EP	EXISTING
EXIST	FLORIDA DEPARTMENT OF TRANSPORTATION
FDOT	FOUND
FND	HIGH-DENSITY POLYETHYLENE
HDPE	INVERT
INV	IRON ROD AND CAP
IRC	LIMITS OF CONSTRUCTION, STAGING, AND STORAGE; AND DEMOLITION, REMOVAL
LC	LIMITS OF CONSTRUCTION (TEMPORARY)
LF	LINEAR FEET
M.O.T.	MAINTENANCE OF TRAFFIC
NAVD	NORTH AMERICAN VERTICAL DATUM
NGVD	NATIONAL GEODETIC VERTICAL DATUM
N	NORTH
N	NORTHING
NTS	NOT TO SCALE
OC	ON CENTER
ORB	OFFICIAL RECORDS BOOK
P.B.C.R.	PUBLIC RECORDS OF PALM BEACH COUNTY
PG	PAGE
PL	PROPERTY LINE
PVC	POLYVINYL CHLORIDE PIPE
EL 7.55	GRADE (PROPOSED)
R	RADIUS
RCP	REINFORCED CONCRETE PIPE
RW	RIGHT OF WAY
SILT FENCE	SILT FENCE
SLOPE	SLOPE
SLOPE ARROW	SLOPE ARROW
S	SOUTH
SS	STAINLESS STEEL
STR	STRUCTURE
TON	TOP OF NUT
TYP	TYPICAL
TURBIDITY BARRIER	TURBIDITY BARRIER
UTILITIES (EXISTING)	UTILITIES (EXISTING)
UTIL	UTILITIES
W	WIDTH, WEST
W/	WITH

<b>SURVEY SYMBOL LEGEND</b>	SITE BENCHMARK
BM	CATCH BASIN
CB	ELECTRIC BOX
EB	ELECTRIC HAND HOLE
EH	FIBER OPTIC CABLE RISER
FOC	FIRE HYDRANT
HY	LIGHT POLE
LP	SIGN
○	SPRINKLER HEAD
⊕	WATER VALVE ON CONCRETE PAD

**CIVIL SECTION VIEW, CALL OUT SYMBOL**



**CIVIL DETAIL, CALL OUT SYMBOL**



BAR IS EQUAL TO ONE INCH ON ORIGINAL DRAWING. ADJUST ALL SCALED DIMENSIONS ACCORDINGLY.

PLANT DATE: Jul 20 2020 - 10:28pm  
 XREFS: MA055-F:\REF\_DATA\FPC\COM\A\1019\Aves Center\Estid F:\ep\_pp\_08\_CAD\DWG\IM\img\mapimg (1).jpg ; REF\T\m\Of\palmbeach.jpg  
 CADD FILE: F:\ep\_pp\_08\_CAD\DWG\SEM\CAD\DWG\SEM\ESB1\_05-1.dwg

NO.	DATE	BY	REVISION

SEAL  
 JOHN P. CAIRNES  
 FLORIDA P.E. NO. 74737  
 DATE

FLORIDA C.A. NO. 48  
**MOCK•ROOS**  
 CONSULTING ENGINEERS  
 5720 Corporate Way, West Palm Beach, Florida 33407 (561) 683-3113, www.MockRoos.com

FLORIDA L.B. NO. 48  
 FIELD: DJL  
 DRAWN: DMG  
 DESIGN: DMG  
 APPR: JPC  
 SCALE: AS SHOWN

LOCATION MAP AND LEGEND  
 300 SEMINOLE AVENUE  
 LAKE TRAIL  
 IMPROVEMENTS  
 TOWN OF PALM BEACH  
 PALM BEACH COUNTY, FL

DATE: JULY 2020  
 P.A. NO. B9021.00  
 DWG. NO. 43-43-15-32  
 SHEET: CO-2

GENERAL NOTES:

- WRITTEN DIMENSIONS HAVE PREFERENCE OVER SCALED DIMENSIONS.
- ELEVATIONS REFERENCED HEREON ARE BASED ON THE NATION GEODETIC VERTICAL DATUM OF 1929 (NGVD 29), TO CONVERT FROM NGVD 29 TO NAVD 88 ELEVATION SUBTRACT 1.53 FEET FROM THE NGVD 29 ELEVATION.
- COORDINATES SHOWN HEREON ARE BASED ON THE NORTH AMERICAN DATUM OF 1983. ON THE 1990 ADJUSTMENT FOR THE FLORIDA TRANSVERSE MERCATOR PROJECTION-EAST ZONE.
- ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) DESIGN STANDARDS (FY 2017-2019), AND FDOT STANDARD SPECIFICATION FOR ROAD AND BRIDGE CONSTRUCTION (JANUARY 2020 EDITION), WITH THE EXCEPTION OF THE TYPE S ASPHALTIC CONCRETE WHICH SHALL BE GOVERNED BY THE FDOT STANDARD SPECIFICATION FOR ROAD AND BRIDGE CONSTRUCTION, 2000 EDITION. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING AND KEEPING A COPY OF THE STANDARDS ONSITE DURING CONSTRUCTION.
- THE WORK TO BE PERFORMED BY THE CONTRACTOR INCLUDES ALL PERMITTING, INSPECTIONS, FURNISHING ALL MATERIALS, LABOR, TOOLS, EQUIPMENT, WATER, LIGHT, POWER, TRANSPORTATION, SUPERINTENDENCE, TRUCKS, CONSTRUCTION LOGS, ETC. IT IS NECESSARY TO DEMOLISH, BRACE, ABANDON, DISPOSE, RELOCATE, CLEAR, MODIFY, DEWATER, CONSTRUCT, COMPLETE, DELIVER AND PLACE IN OPERATION THE PROJECT AS SHOWN ON THESE DRAWINGS AND DESCRIBED IN SPECIFICATION. ALL WORK TO BE IN ACCORDANCE WITH THE SPECIFICATIONS AND DRAWINGS.
- THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR ESTIMATING THE DIFFICULTY AND COST OF SUCCESSFULLY PERFORMING THE WORK. PRIOR TO QUOTING THE PROJECT, AS WELL AS, PRIOR TO COMMENCEMENT OF CONSTRUCTION, CONTRACTOR SHALL BE RESPONSIBLE FOR TAKING STEPS REASONABLY NECESSARY TO ASCERTAIN THE NATURE AND LOCATION OF THE WORK, AND INVESTIGATE AND SATISFY ONESELF AS TO THE GENERAL AND LOCAL CONDITIONS WHICH MAY AFFECT ITS COST, PROGRESS, PERFORMANCE OR SUCCESSFUL FURNISHING OF THE WORK. FURTHER, THE CONTRACTOR IS SOLELY RESPONSIBLE TO MAKE OR OBTAIN SUCH PROJECT SPECIFIC EXAMINATIONS, INVESTIGATIONS, EXPLORATIONS, TESTS AND STUDIES AND OBTAIN ANY ADDITIONAL INFORMATION AND DATA WHICH PERTAIN TO THE PHYSICAL CONDITIONS (SURFACE, SUBSURFACE AND UNDERGROUND UTILITIES) AT OR CONTIGUOUS TO THE PROJECT SITE PRIOR TO COMMENCEMENT OF CONSTRUCTION. THE CONTRACTOR SHALL NOT BE RESPONSIBLE FOR ANY CONCLUSIONS OR INTERPRETATIONS MADE BY THE CONTRACTOR BASED ON THE INFORMATION MADE AVAILABLE BY THE OWNER.
- PRIOR TO THE START OF CONSTRUCTION, ORDERING ANY MATERIALS, OR FABRICATED ITEMS, THE CONTRACTOR SHALL CONFIRM, AT THEIR OWN EXPENSE, ALL VERTICAL AND HORIZONTAL LOCATIONS, DIMENSIONS AND MEASUREMENTS.
- CONTRACTOR SHALL BE RESPONSIBLE TO VERIFY, IF "OTHER" STRUCTURES, UTILITIES, ETC., NOT SHOWN ON THE DRAWINGS, EXIST WITHIN THE AREA OF CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ENGINEER WITH "AS BUILT" INFORMATION AND WRITTEN NOTIFICATION OF ALL CONFLICTS WITH THE PROPOSED CONSTRUCTION. THE CONTRACTOR SHALL NOT PROCEED WITH ANY WORK OR ORDERING OF ANY MATERIALS UNTIL ALL CONFLICTS HAVE BEEN RESOLVED.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL LAYOUT AND CONSTRUCTION STAKING AND ESTABLISHING ALL LINES AND GRADES TOGETHER WITH ALL REFERENCE POINTS AS REQUIRED BY THE VARIOUS TRADES.
- THE CONTRACTOR SHALL IMPLEMENT TEMPORARY CONTROLS AND FACILITIES FOR ALL CONSTRUCTION ACTIVITIES AND SHALL COMPLY WITH ALL PERMITTING REQUIREMENTS OF FEDERAL, STATE AND LOCAL AGENCIES.
- CONTRACTOR SHALL SUPERVISE AND DIRECT THE WORK COMPETENTLY AND EFFICIENTLY, DEVOTING SUCH ATTENTION THERETO AND APPLYING SUCH SKILLS AND EXPERTISE AS MAY BE NECESSARY TO PERFORM THE WORK IN ACCORDANCE WITH THE SPECIFICATIONS AND DRAWINGS. ENGINEER'S REPRESENTATIVE MAY PERIODICALLY OBSERVE THE PROGRESS AND THE QUALITY OF THE EXECUTED WORK, HOWEVER, THESE OBSERVATIONS ARE FOR THE SOLE BENEFIT OF THE OWNER AND DO NOT RELIEVE THE CONTRACTOR OF ITS RESPONSIBILITIES.
- CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR THE MEANS, METHODS, TECHNIQUES, SEQUENCES AND PROCEDURES OF CONSTRUCTION. CONTRACTOR SHALL BE RESPONSIBLE TO SEE THAT THE FINISHED WORK COMPLIES ACCURATELY WITH THE SPECIFICATIONS AND DRAWINGS.
- THE CONTRACTOR SHALL CAREFULLY REVIEW ALL SUBMITTALS PRIOR TO SUBMISSION TO THE ENGINEER. THE CONTRACTOR SHALL CAREFULLY CHECK AND VERIFY ALL FIELD MEASUREMENTS. REVIEW BY THE ENGINEER WILL BE ONLY FOR CONFORMANCE WITH THE DESIGN CONCEPT OF THE PROJECT AND FOR COMPLIANCE WITH THE INFORMATION GIVEN IN THE SPECIFICATIONS AND DRAWINGS. ENGINEER'S REVIEW WILL NOT EXTEND TO MEANS, METHODS, SEQUENCES, TECHNIQUES OR PROCEDURES OF CONSTRUCTION, OR TO SAFETY PRECAUTIONS OR PROGRAMS INCIDENT THERETO.
- CONTRACTOR SHALL LIMIT ACCESS AND CONSTRUCTION OPERATIONS TO WITHIN LIMITS SHOWN ON DRAWINGS. THE CONTRACTOR SHALL PRESERVE FLOW DAMAGE, ALL PROPERTY WITHIN OR IN PROXIMITY TO THE LIMITS OR IN ROUTE TO THE CONSTRUCTION SITE. IF ANY SUCH PROPERTY IS DAMAGED DUE TO ANY ACTIVITIES OF THE CONTRACTOR, OR SUBCONTRACTORS, SUPPLIES, ETC., THE CONTRACTOR SHALL IMMEDIATELY RESTORE THE DAMAGED PROPERTY TO ITS ORIGINAL CONDITION, OR BETTER, AT THE SOLE EXPENSE OF THE CONTRACTOR.
- CONTRACTOR SHALL SUBMIT MAINTENANCE OF TRAFFIC PLANS AS REQUIRED TO COMPLETE THE WORK IN ACCORDANCE WITH ALL MUNICIPAL, COUNTY, STATE AND FEDERAL LAWS AND REGULATIONS, AS APPLICABLE, AND SHALL SCHEDULE THE WORK TO CAUSE MINIMUM DISTURBANCE OF NORMAL PEDESTRIAN AND VEHICULAR TRAFFIC.
- ALL TESTS, ANALYSES AND INSPECTIONS ARE TO BE PERFORMED BY A QUALIFIED INDEPENDENT TESTING LABORATORY AND SHALL BE AT THE CONTRACTOR'S EXPENSE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR SCHEDULING THE INDEPENDENT TESTING LABORATORY'S VISITS AND FOR THE COORDINATION OF THE TESTING WITH THE INDEPENDENT TESTING LABORATORY AND ENGINEER.
- IN THE CASE OF AN INCONSISTENCY BETWEEN DRAWINGS AND SPECIFICATIONS OR WITHIN EITHER DOCUMENT NOT CLARIFIED BY ADDENDUM, THE BETTER QUALITY OR GREATER QUANTITY OF WORK SHALL CONTROL.
- AERIAL PHOTOGRAPHY SHOWN ON THE DRAWINGS ARE FROM THE PALM BEACH COUNTY DATABASE, LATEST EDITION AVAILABLE, AND AS SUCH, SHALL BE USED ONLY AS

- ALL BOLTS, NUTS, WASHER, ETC., AND MISCELLANEOUS HARDWARE SHALL BE 316L STAINLESS STEEL.
- CONTRACTOR MUST TAKE REASONABLE PRECAUTIONS TO CONTROL DUST AT ALL TIMES, WHETHER OR NOT THE SITE IS ACTIVE, AT NIGHT TIME, ON WEEKENDS, OR ON HOLIDAYS. CONTRACTOR MUST ALSO NOT LET AIRBORNE DUST CROSS PROPERTY BOUNDARIES. CONTRACTOR SHALL WATER IF DIRECTION BY THE TOWN AND/OR AT SUFFICIENT FREQUENCY, QUANTITY, AND DEPTH, INCLUDING PRE-SOAKING TO CONTROL DUST AND PREVENT OBJECTICNONAL BLOWING OR DRIFTING OF DUST, SAND, AND OTHER DEBRIS.
- CONTRACTOR SHALL COMPLY WITH THE REQUIREMENTS OF THE FDEP GENERIC PERMIT FOR STORMWATER DISCHARGE FROM LARGE AND SMALL CONSTRUCTION SITES.
- NATIONAL POLLUTION DISCHARGE ELIMINATION SYSTEM (NPDES) DEVICES SHOWN ON THE DRAWING ARE THE MINIMUM REQUIRED DEVICES THAT ARE TO BE INSTALLED. CONTRACTOR SHALL UTILIZE ADDITIONAL CONSTRUCTION METHODS AND DEVICES SUCH AS TURBIDITY CURTAINS, SILT FENCES, AND FLOATING SILT BARRIERS WHERE NECESSARY IN ORDER TO COMPLY WITH THE STATE AND LOCAL WATER QUALITY STANDARDS AND NPDES REQUIREMENTS. AT A MINIMUM CONTRACTORS MEANS AND METHOD SHALL KEEP TURBIDITY LEVELS BELOW 29 NTU'S ABOVE BACKGROUND.
- CONTRACTOR SHALL RESTRICT PEDESTRIAN ACCESS AROUND THE WORK SITE. THE CONTRACTOR IS RESPONSIBLE FOR SITE SAFETY, PEDESTRIAN MOT, ACCESS RESTRICTION TO WORK/STORAGE AREAS, ETC., CONTRACTOR TO MAINTAIN TRAIL CONTINUITY THRU OR AROUND WORK SITE DURING CONSTRUCTION.
- ALL LOCATIONS AND ELEVATIONS SHOWN FOR EXISTING GRADES FOR SURFACE AND SUBSURFACE STRUCTURES, PIPING, ETC. ARE BASED ON THE BEST AVAILABLE INFORMATION WHILE EVERY ATTEMPT HAS BEEN MADE TO PROVIDE ACCURATE DATA. THE CONTRACTOR SHALL VERIFY ALL EXISTING GRADES AND LOCATIONS AND REPORT ANY DISCREPANCIES TO THE CONTRACTOR PRIOR TO COMMENCEMENT OF CONSTRUCTION. ORDERING ANY MATERIALS OR FABRICATED ITEMS, THE CONTRACTOR SHALL CONFIRM THE EXACT LOCATION AND ELEVATIONS. IN ADDITION, THE CONTRACTOR SHALL BE RESPONSIBLE TO VERIFY IF "OTHER" STRUCTURES, UTILITIES, ETC. NOT SHOWN ON THE DRAWINGS EXIST WITHIN THE AREA OF CONSTRUCTION. THE CONTRACTOR SHALL PROVIDE RECORD INFORMATION AND WRITTEN NOTIFICATION OF ALL CONFLICTS WITH THE PROPOSED CONSTRUCTION TO THE ENGINEER. THE CONTRACTOR SHALL NOT PROCEED WITH ANY WORK UNTIL ALL CONFLICTS HAVE BEEN RESOLVED.
- ALL PROPOSED GRADES SHOWN ARE FINISHED GRADES, UNLESS OTHERWISE NOTED. EXISTING GRADES.
- STRUCTURE COORDINATES REFER TO CENTER OF STRUCTURE UNLESS OTHERWISE NOTED. CLEARING, GRUBBING AND RELOCATIONS NECESSARY TO COMPLETE THE WORK WHETHER SHOWN ON THE DRAWINGS OR NOT.
- CONTRACTOR SHALL RESTORE ALL AREAS DISTURBED BY ACTIVITIES INVOLVING CONSTRUCTION, STAGING AREAS, AND ACCESS ROADS IN KIND.
- THE CONTRACTOR SHALL COORDINATE WITH THE NECESSARY UTILITY COMPANIES AND SUNSHINE STATE ONE CALL (800-432-4770) FOR ALL LOCATES A MINIMUM OF 72 HOURS PRIOR TO COMMENCEMENT OF CONSTRUCTION.
- PRIOR TO COMMENCEMENT OF ANY EXCAVATION, THE CONTRACTOR SHALL COMPLY WITH CHAPTER 556 OF THE FLORIDA STATUTES; THE UNDERGROUND FACILITY DAMAGE PREVENTION AND SAFETY ACT.
- WHERE EXCAVATIONS TO A DEPTH IN EXCESS OF FIVE FEET (5') ARE REQUIRED, THE CONTRACTOR SHALL INCLUDE THE FOLLOWING INFORMATION IN THE BID:
  - REFERENCE TO THE TRENCH SAFETY STANDARDS THAT WILL BE IN EFFECT DURING THE PERIOD OF CONSTRUCTION OF THE PROJECT.
  - WRITTEN ASSURANCES BY THE CONTRACTOR PERFORMING THE TRENCH EXCAVATION THAT SUCH CONTRACTOR WILL COMPLY WITH THE FLORIDA TRENCH SAFETY ACT.
  - A SEPARATE ITEM IDENTIFYING THE COST OF COMPLIANCE WITH THE APPLICABLE TRENCH SAFETY STANDARDS.
- ALL WORK SHALL BE OPEN AND SUBJECT TO INSPECTION BY AUTHORIZED PERSONNEL OF THE TOWN, INVOLVED UTILITY COMPANIES, PROJECT ENGINEER, AND REGULATORY AGENCIES.
- CONTRACTOR SHALL COORDINATE ALL WORK WITH FLORIDA POWER AND LIGHT (FPL) TO KEEP THE PROJECT ON SCHEDULE. CONTRACTOR SHALL TRACE, LOCATE, AND VERIFY THE ELEVATION OF EXISTING FPL CONDUITS, NOTIFY THE ENGINEER OF CONFLICTS PRIOR TO ORDERING MATERIALS.

SURVEYOR'S NOTES:

- THE SURVEY DEPICTED HEREON HAS BEEN CLASSIFIED AS A TOPOGRAPHIC SURVEY, AS DEFINED IN RULE 54-17.050 (12) OF THE FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472.027, FLORIDA STATUTES AS AMENDED.
- THIS SURVEY HAS BEEN PREPARED IN THE OFFICE OF DENNIS J. LEAVY & ASSOCIATES, INC. LOCATED AT: 460 BUSINESS PARK WAY, SUITE B, ROYAL PALM BEACH, FLORIDA, WHOSE CERTIFICATE OF AUTHORIZATION NUMBER IS LB# 6599, AND THE CERTIFYING SURVEYOR'S (DAVID A. BOWER) LICENSE NUMBER IS LS# 5888.
- THIS SURVEY DOES NOT ADDRESS ENVIRONMENTAL MATTERS, JURISDICTIONAL BOUNDARIES OR HAZARDOUS WASTE CONCERNS SHOULD ANY OF THE FOREGOING EXIST.
- THIS SURVEY IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
- THE ELEVATIONS SHOWN HEREON ARE FOR THE PURPOSE OF INDICATING THE GROUND ELEVATION ONLY, AT THE POSITION SHOWN AND IN NO WAY INDICATE ELEVATIONS AT ANY OTHER POINT THAN SHOWN HEREON AND DO NOT DETERMINE SUB-SURFACE CONDITIONS.
- THIS IS NOT A BOUNDARY SURVEY
- THE INFORMATION HEREON DOES NOT NECESSARILY CONTAIN ALL OF THE INFORMATION OBTAINED OR DEVELOPED BY THE UNDERSIGNED SURVEYOR IN HIS FIELD WORK, OFFICE WORK, AND/OR RESEARCH.
- THE UNDERSIGNED MAKES NO REPRESENTATIONS OR GUARANTEES AS TO THE INFORMATION REFLECTED HEREON PERTAINING TO EASEMENTS, RIGHTS OF WAY, SETBACK LINES, AGREEMENTS AND OTHER MATTERS, AND FURTHER, THIS INSTRUMENT IS NOT INTENDED TO REFLECT OR SET FORTH ALL SUCH MATTERS. SUCH INFORMATION SHOULD BE OBTAINED AND CONFIRMED BY OTHERS THROUGH APPROPRIATE TITLE VERIFICATION, LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS OF WAY AND/OR EASEMENTS OF RECORD.
- THIS SURVEY DOES NOT MEET THOSE STANDARDS ESTABLISHED BY THE AMERICAN LAND TITLE ASSOCIATION.
- COORDINATES SHOWN HEREON ARE BASED ON THE NORTH AMERICAN DATUM OF 1983, ON THE 1990 ADJUSTMENT FOR THE FLORIDA TRANSVERSE MERCATOR PROJECTION-EAST ZONE.
- UNDERGROUND APPARENT USE AND/OR IMPROVEMENTS HAVE NOT BEEN SHOWN UNLESS OTHERWISE NOTED.
- THIS INSTRUMENT MAY NOT BE REPRODUCED IN PART OR WHOLE WITHOUT THE WRITTEN CONSENT OF DENNIS J. LEAVY & ASSOCIATES INC.
- DATE OF FIELD SURVEY, AUGUST 28TH, 2019, AS RECORDED IN FIELD BOOK 482, PAGE 79 & FIELD BOOK 484, PAGES 01, 02 AND 07.
- THIS SURVEY LIES WITHIN SECTION 15, TOWNSHIP 43 SOUTH, RANGE 43 EAST, TOWN OF PALM BEACH, FLORIDA.
- BY GRAPHIC PLOTTING ONLY THE SUBJECT PROPERTY LIES WITHIN ZONE AE (EL. 6 FEET), AS SHOWN ON THE U.S. DEPARTMENT OF HOMELAND SECURITY FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP, MAP NUMBER, 12099C03681F, COMMUNITY: TOWN OF PALM BEACH, NUMBER: 120220, PANEL 0581, SUFFIX: F, EFFECTIVE DATE: OCTOBER 5, 2017.
- FEMA INFORMATION SHOWN HEREON IS BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88)
- IN SOME INSTANCES, GRAPHIC REPRESENTATIONS HAVE BEEN EXAGGERATED TO MORE CLEARLY ILLUSTRATE RELATIONSHIPS BETWEEN PHYSICAL IMPROVEMENTS AND/OR LOT LINES. IN ALL CASES, DIMENSIONS SHOWN SHALL CONTROL THE LOCATION OF THE IMPROVEMENTS OVER SCALED POSITIONS.
- MEASUREMENTS SHOWN HEREON ARE EXPRESSED IN FEET AND DECIMAL PARTS THEREOF UNLESS OTHERWISE NOTED.
- ALL DATES SHOWN WITHIN THE REVISION BLOCK HEREON ARE FOR INTEROFFICE FILING USE ONLY, AND IN NO WAY AFFECT THE DATE OF THE FIELD SURVEY STATED HEREIN.
- BENCHMARK OF ORIGIN: PALM BEACH COUNTY BENCHMARK "R 2327" WHOSE PUBLISHED ELEVATION IS 20.866', BASED ON THE NATIONAL GEODETIC VERTICAL DATUM OF 1929 (NGVD 29).
- ELEVATIONS REFERENCED HEREON ARE BASED ON THE NATIONAL GEODETIC VERTICAL DATUM OF 1929 (NGVD 29).

GENERAL NOTES		FLORIDA C.A. NO. 48	FLORIDA L.B. NO. 48	FIELD: DJL	DATE: JULY 2020
300 SEMINOLE AVENUE LAKE TRAIL				DRAWN: DMG	P.A. NO. B9021.00
IMPROVEMENTS				DESIGN: DMG	DWG. NO. 43-43-15-32
TOWN OF PALM BEACH PALM BEACH COUNTY, FL				APPR: JPC	SHEET: CO-3
				SCALE: AS SHOWN	

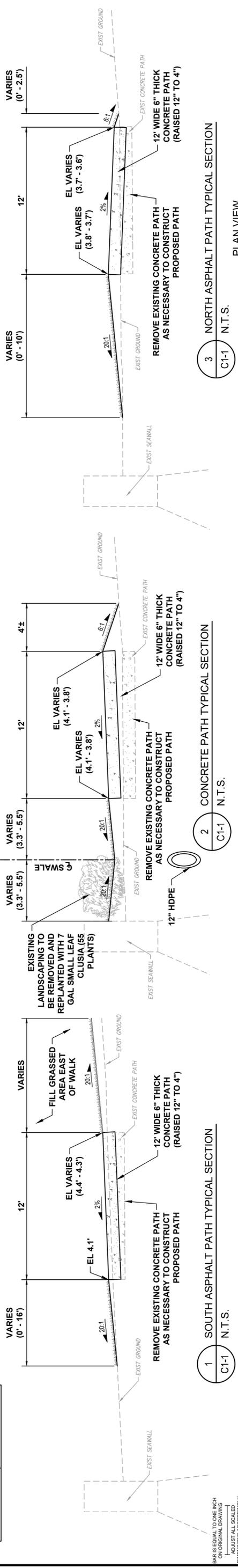
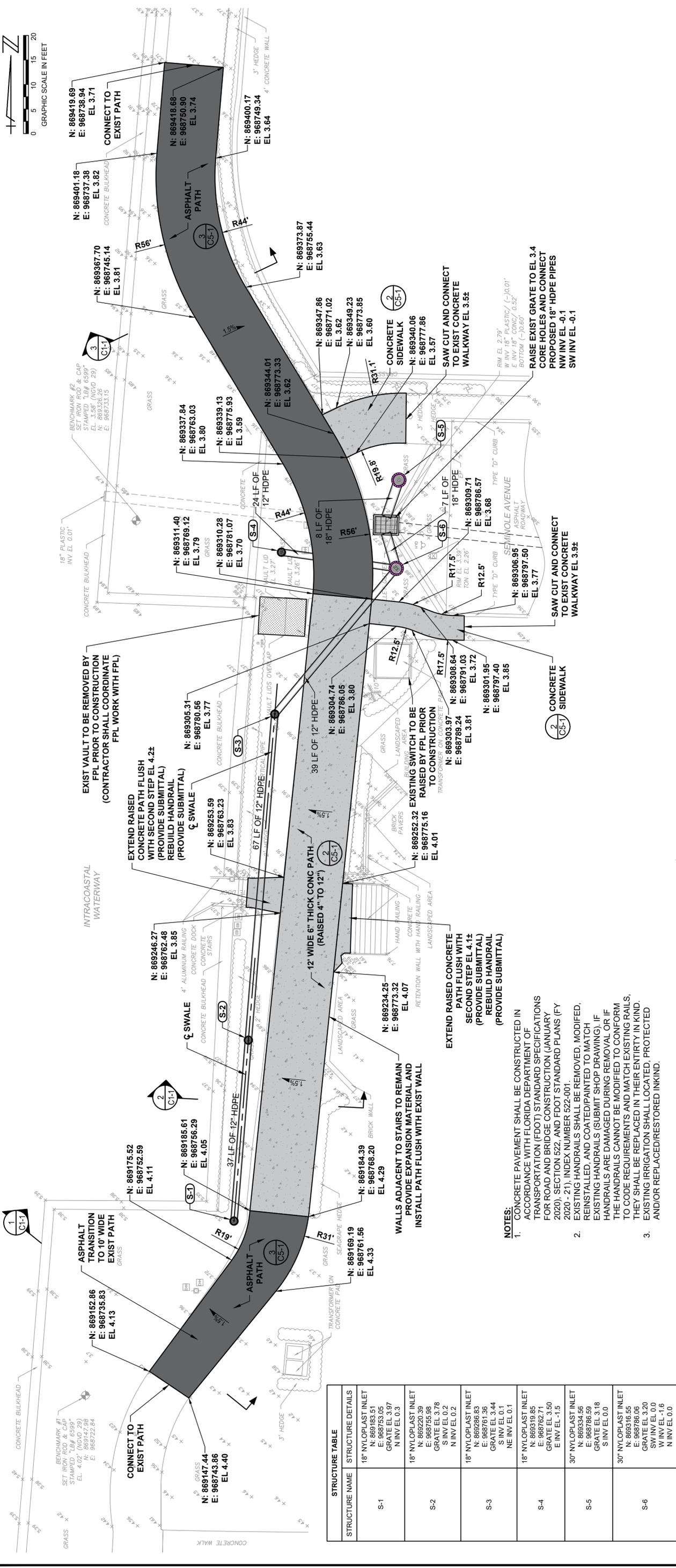


SEAL  
JOHN P. CAIRNES  
FLORIDA P.E. NO. 74737

CADD FILE: F:\palm_beach\cadd\dwg\seal\csm_05-1.dwg	NO.	DATE	BY	REVISION
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BAR IS EQUAL TO ONE INCH ON ORIGINAL DRAWING. ALL DIMENSIONS ACCORDINGLY.





STRUCTURE TABLE	STRUCTURE DETAILS
S-1	18" NYLOPLAST INLET N: 869183.51 E: 968753.05 GRATE EL 3.97 S INV EL 0.3
S-2	18" NYLOPLAST INLET N: 869220.39 E: 968755.98 GRATE EL 3.78 S INV EL 0.2 N INV EL 0.2
S-3	18" NYLOPLAST INLET N: 869286.83 E: 968761.36 GRATE EL 3.44 S INV EL 0.1 N INV EL 0.1
S-4	18" NYLOPLAST INLET N: 869319.85 E: 968762.71 GRATE EL 3.50 E INV EL -1.5
S-5	30" NYLOPLAST INLET N: 869334.56 E: 968766.59 GRATE EL 3.18 S INV EL 0.0
S-6	30" NYLOPLAST INLET N: 869316.85 E: 968766.06 GRATE EL 3.00 S INV EL 0.0 W INV EL -1.6 N INV EL 0.0

- NOTES:**
- CONCRETE PAVEMENT SHALL BE CONSTRUCTED IN ACCORDANCE WITH FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION (JANUARY 2020), SECTION 522, AND FOOT STANDARD PLANS (FY 2020 - 21), INDEX NUMBER 522-001.
  - EXISTING HANDRAILS SHALL BE REMOVED, MODIFIED, REINSTALLED, AND COATED/PAINITED TO MATCH EXISTING HANDRAILS (SUBMIT SHOP DRAWING). IF HANDRAILS ARE DAMAGED DURING REMOVAL OR IF THE HANDRAILS CANNOT BE MODIFIED TO CONFORM TO CODE REQUIREMENTS AND MATCH EXISTING RAILS, THEY SHALL BE REPLACED IN THEIR ENTIRETY IN KIND. EXISTING IRRIGATION SHALL LOCATED, PROTECTED AND/OR REPLACED/RESTORED IN KIND.

<p>FLORIDA C.A. NO. 48  <b>MOCK ROOS</b>          CONSULTING ENGINEERS</p>		<p>FLORIDA L.B. NO. 48          FIELD: DJL          DRAWN: DMG          DESIGN: DMG          APPR: JPC          SCALE: AS SHOWN</p>		<p>DATE: JULY 2020          P.A. NO. B9021.00          DWG. NO. 43-43-15-32          SHEET: C1-1</p>	
<p>SEAL          JOHN P. CAIRNES          FLORIDA P.E. NO. 74737</p>		<p>PLAN VIEW          300 SEMINOLE AVENUE          LAKE TRAIL          IMPROVEMENTS          TOWN OF PALM BEACH          PALM BEACH COUNTY, FL</p>		<p>NO. DATE BY REVISION</p>	



# TOWN OF PALM BEACH

Town Council Meeting on: September 10, 2020

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## Section of Agenda

Consent - Other

## Agenda Title

Health Insurance Rates for Calendar Year 2021

## Presenter

Danielle Olson, Director of Human Resources

## ATTACHMENTS:

- ▣ **Memorandum dated August 27, 2020, from Danielle Olson, Director of Human Resources**
- ▣ **Exhibit A - Medical Rates for Active Employees**
- ▣ **Exhibit B - Retiree Sliding Scale**
- ▣ **Exhibit C - Dental Rates**

# TOWN OF PALM BEACH

Information for Town Council Meeting on: September 10, 2020

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To: Mayor and Town Council

Via: Kirk Blouin, Town Manager

From: Danielle Olson, Director of Human Resources

Re: Health Insurance Rates for Calendar Year 2021

Date: August 27, 2020

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## **STAFF RECOMMENDATION**

The information contained herein is provided to Town Council for review. No action is required.

## **GENERAL INFORMATION**

The Town's Insurance Broker, The Gehring Group, has conducted a review of the claims experience and identified the medical, prescription and dental insurance premium rates for employees. They have also calculated the maximum allowable premiums that can be charged to retirees based on state statute limitations and required commingled claims experience of the retiree and employee group calculation (F.S. 112.0801).

Expenses associated with Employee Health fund have been flat trending at an average of less than ½ % increase over the last five years. Staff continues to apply efficient plan management and is focused on wellness initiatives that have led to better than average market trend performance. A review of active employee claims for the period of July 2019 through June 2020 continues to show lower than average trend on medical claims. Projected medical claims for 2020 are trending 4.5% below the FY20 budgeted funding amount, while dental claims are 15.6% below. As a result employee and Town contribution rates (Exhibit A) will remain at same level as plan year 2021.

The review of retiree claims shows a lower trend on medical claims over FY20. Projected medical claims for 2020 are trending 7.7% below the FY20 budgeted funding amount, with dental claims trending 13.9% below the budgeted funding amount. As a result, there will be no increases to the retiree and Town contributions for plan year 2021. Refer to the Retiree Sliding scale (Exhibit B).

The Town's dental plan was also evaluated. Low administrative fees and claim expenses have allowed for premiums to remain flat during the past nine years. There will be no increase to contributions for employees, retirees or the Town for plan year 2021. Refer to Exhibit C for the 2020 dental contribution rates.

## **FUNDING/FISCAL IMPACT**

Sufficient funds exist in the FY21 Health Insurance fund and OPEB Trust to provide for the Town's share of expenses for the healthcare plan as proposed herein.

Attachments

DO:kw

**TOWN OF PALM BEACH - MEDICAL CONTRIBUTION RATES FOR 2021**

**With Wellness Incentive**

Plan	Tier	Total Monthly Premiums			Town of Palm Beach			Employee					
		Paid Monthly		Premium Difference	Paid Monthly		Town Contribution Difference	Paid Monthly		2021 Cost Sharing	Employee Contribution Difference		
		2021	2020	%	2021	2020	%	2021	2020	%	\$		
<b>Seabreeze OAP</b>													
Employee		\$522.15	\$522.15	0.0%	\$418.31	\$418.31	80.1%	\$103.84	\$103.84	19.9%	\$0.00	0.0%	\$0.00
1 Dependent		\$589.45	\$589.45	0.0%	\$351.83	\$351.83	59.7%	\$237.62	\$237.62	40.3%	\$0.00	0.0%	\$0.00
2 Dependents		\$1,178.91	\$1,178.91	0.0%	\$703.66	\$703.66	59.7%	\$475.25	\$475.25	40.3%	\$0.00	0.0%	\$0.00
3+ Dependents		\$1,768.35	\$1,768.35	0.0%	\$1,055.50	\$1,055.50	59.7%	\$712.85	\$712.85	40.3%	\$0.00	0.0%	\$0.00
<b>Seaspray OAP</b>													
Employee		\$440.09	\$440.09	0.0%	\$418.31	\$418.31	95.1%	\$21.78	\$21.78	4.9%	\$0.00	0.0%	\$0.00
1 Dependent		\$493.77	\$493.77	0.0%	\$351.83	\$351.83	71.3%	\$141.94	\$141.94	28.7%	\$0.00	0.0%	\$0.00
2 Dependents		\$987.70	\$987.70	0.0%	\$703.66	\$703.66	71.2%	\$284.04	\$284.04	28.8%	\$0.00	0.0%	\$0.00
3+ Dependents		\$1,481.27	\$1,481.27	0.0%	\$1,055.50	\$1,055.50	71.3%	\$425.77	\$425.77	28.7%	\$0.00	0.0%	\$0.00
<b>Seaview OAPIN</b>													
Employee		\$418.31	\$418.31	0.0%	\$418.31	\$418.31	100.0%	\$0.00	\$0.00	0.0%	\$0.00	0.0%	\$0.00
1 Dependent		\$473.32	\$473.32	0.0%	\$351.83	\$351.83	74.3%	\$121.49	\$121.49	25.7%	\$0.00	0.0%	\$0.00
2 Dependents		\$946.63	\$946.63	0.0%	\$703.66	\$703.66	74.3%	\$242.97	\$242.97	25.7%	\$0.00	0.0%	\$0.00
3+ Dependents		\$1,419.96	\$1,419.96	0.0%	\$1,055.50	\$1,055.50	74.3%	\$364.46	\$364.46	25.7%	\$0.00	0.0%	\$0.00

**Without Wellness Incentive**

Plan	Tier	Total Monthly Premiums			Town of Palm Beach			Employee					
		Paid Monthly		Premium Difference	Paid Monthly		Town Contribution Difference	Paid Monthly		2021 Cost Sharing	Employee Contribution Difference		
		2021	2020	%	2021	2020	%	2021	2020	%	\$		
<b>Seabreeze OAP</b>													
Employee		\$584.81	\$584.81	0.0%	\$418.31	\$418.31	71.5%	\$166.50	\$166.50	28.5%	\$0.00	0.0%	\$0.00
Employee +1		\$660.18	\$660.18	0.0%	\$351.83	\$351.83	53.3%	\$308.35	\$308.35	46.7%	\$0.00	0.0%	\$0.00
Employee +2		\$1,320.38	\$1,320.38	0.0%	\$703.66	\$703.66	53.3%	\$616.72	\$616.72	46.7%	\$0.00	0.0%	\$0.00
Employee with 3+		\$1,980.55	\$1,980.55	0.0%	\$1,055.50	\$1,055.50	53.3%	\$925.05	\$925.05	46.7%	\$0.00	0.0%	\$0.00
<b>Seaspray OAP</b>													
Employee		\$492.90	\$492.90	0.0%	\$418.31	\$418.31	84.9%	\$74.59	\$74.59	15.1%	\$0.00	0.0%	\$0.00
Employee +1		\$553.02	\$553.02	0.0%	\$351.83	\$351.83	63.6%	\$201.19	\$201.19	36.4%	\$0.00	0.0%	\$0.00
Employee +2		\$1,106.22	\$1,106.22	0.0%	\$703.66	\$703.66	63.6%	\$402.56	\$402.56	36.4%	\$0.00	0.0%	\$0.00
Employee with 3+		\$1,659.02	\$1,659.02	0.0%	\$1,055.50	\$1,055.50	63.6%	\$603.52	\$603.52	36.4%	\$0.00	0.0%	\$0.00
<b>Seaview OAPIN</b>													
Employee		\$468.51	\$468.51	0.0%	\$418.31	\$418.31	89.3%	\$50.20	\$50.20	10.7%	\$0.00	0.0%	\$0.00
Employee +1		\$530.12	\$530.12	0.0%	\$351.83	\$351.83	66.4%	\$178.29	\$178.29	33.6%	\$0.00	0.0%	\$0.00
Employee +2		\$1,060.23	\$1,060.23	0.0%	\$703.66	\$703.66	66.4%	\$356.57	\$356.57	33.6%	\$0.00	0.0%	\$0.00
Employee with 3+		\$1,590.36	\$1,590.36	0.0%	\$1,055.50	\$1,055.50	66.4%	\$534.86	\$534.86	33.6%	\$0.00	0.0%	\$0.00

**OAP Seabreeze Plan**  
(Previously the PPO Plan)

**Retiree Sliding Scale Insurance Premium Rates 2021**

Years of Service	Q1		Q2		Q3		Q4		
	Non-Medicare	Medicare	Non-Medicare	Medicare	Non-Medicare	Medicare	Non-Medicare	Medicare	
<b>25 + years</b>	<b>50%</b>								
	Retiree	\$ 618.63	\$ 305.24	\$ 631.00	\$ 311.34	\$ 643.37	\$ 317.45	\$ 665.24	\$ 328.24
	Retiree +1 Dependent	\$ 1,305.30	\$ 646.15	\$ 1,331.41	\$ 659.07	\$ 1,357.51	\$ 671.99	\$ 1,409.93	\$ 697.94
	Retiree +2 Dependents	\$ 1,662.06		\$ 1,695.30		\$ 1,728.54		\$ 1,977.22	
Retiree +3 Dependents	\$ 2,018.83		\$ 2,059.21		\$ 2,099.58		\$ 2,544.52		
<b>20 - 24 years</b>	<b>50%</b>								
	Retiree	\$ 618.63	\$ 305.24	\$ 631.00	\$ 311.34	\$ 643.37	\$ 317.45	\$ 665.24	\$ 328.24
	Retiree +1 Dependent	\$ 1,305.30	\$ 646.15	\$ 1,331.41	\$ 659.07	\$ 1,357.51	\$ 671.99	\$ 1,409.93	\$ 697.94
	Retiree +2 Dependents	\$ 1,662.06		\$ 1,695.30		\$ 1,728.54		\$ 1,977.22	
Retiree +3 Dependents	\$ 2,018.83		\$ 2,059.21		\$ 2,099.58		\$ 2,544.52		
<b>15 - 19 years</b>	<b>50%</b>								
	Retiree	\$ 618.63	\$ 305.24	\$ 631.00	\$ 311.34	\$ 643.37	\$ 317.45	\$ 665.24	\$ 328.24
	Retiree +1 Dependent	\$ 1,305.30	\$ 646.15	\$ 1,331.41	\$ 659.07	\$ 1,357.51	\$ 671.99	\$ 1,409.93	\$ 697.94
	Retiree +2 Dependents	\$ 1,662.06		\$ 1,695.30		\$ 1,728.54		\$ 1,977.22	
Retiree +3 Dependents	\$ 2,018.83		\$ 2,059.21		\$ 2,099.58		\$ 2,544.52		
<b>10 - 14 years</b>	<b>Maximum</b>								
	Retiree	\$ 665.24	\$ 328.24	\$ 665.24	\$ 328.24	\$ 665.24	\$ 328.24	\$ 665.24	\$ 328.24
	Retiree +1 Dependent	\$ 1,409.93	\$ 697.94	\$ 1,409.93	\$ 697.94	\$ 1,409.93	\$ 697.94	\$ 1,409.93	\$ 697.94
	Retiree +2 Dependents	\$ 1,977.22		\$ 1,977.22		\$ 1,977.22		\$ 1,977.22	
Retiree +3 Dependents	\$ 2,544.52		\$ 2,544.52		\$ 2,544.52		\$ 2,544.52		

Quartile	Monthly Pension Earnings	
	Minimum	Maximum
Q1	\$ -	\$ 1,795.25
Q2	\$ 1,795.26	\$ 3,276.38
Q3	\$ 3,276.39	\$ 5,336.54
Q4	\$ 5,336.55	or greater

\* Rates are base on the commingled experience of the retiree group with the claims experience of the active employees in accordance with F.S. 112.0801.

\*\* Employees hired after October 1, 2009 will be charged the maximum allowable per state statute.





## OAP Seaspray Plan (Previously the POS Plan) Retiree Sliding Scale Insurance Premium Rates 2021

Years of Service	Q1		Q2		Q3		Q4		
	Non-Medicare	Medicare	Non-Medicare	Medicare	Non-Medicare	Medicare	Non-Medicare	Medicare	
<b>25 + years</b>	<b>50%</b>								
	Retiree	\$ 536.50	\$ 262.19	\$ 547.23	\$ 267.43	\$ 557.96	\$ 272.67	\$ 568.80	\$ 277.97
	Retiree +1 Dependent	\$ 1,130.83	\$ 554.68	\$ 1,153.45	\$ 565.77	\$ 1,176.06	\$ 576.87	\$ 1,202.89	\$ 590.03
	Retiree +2 Dependents	\$ 1,429.67		\$ 1,458.26		\$ 1,486.86		\$ 1,678.21	
Retiree +3 Dependents	\$ 1,728.52		\$ 1,763.09		\$ 1,797.66		\$ 2,153.29		
<b>20 - 24 years</b>	<b>50%</b>								
	Retiree	\$ 536.50	\$ 262.19	\$ 547.23	\$ 267.43	\$ 557.96	\$ 272.67	\$ 568.80	\$ 277.97
	Retiree +1 Dependent	\$ 1,130.83	\$ 554.68	\$ 1,153.45	\$ 565.77	\$ 1,176.06	\$ 576.87	\$ 1,202.89	\$ 590.03
	Retiree +2 Dependents	\$ 1,429.67		\$ 1,458.26		\$ 1,486.86		\$ 1,678.21	
Retiree +3 Dependents	\$ 1,728.52		\$ 1,763.09		\$ 1,797.66		\$ 2,153.29		
<b>15 - 19 years</b>	<b>50%</b>								
	Retiree	\$ 536.50	\$ 262.19	\$ 547.23	\$ 267.43	\$ 557.96	\$ 272.67	\$ 568.80	\$ 277.97
	Retiree +1 Dependent	\$ 1,130.83	\$ 554.68	\$ 1,153.45	\$ 565.77	\$ 1,176.06	\$ 576.87	\$ 1,202.89	\$ 590.03
	Retiree +2 Dependents	\$ 1,429.67		\$ 1,458.26		\$ 1,486.86		\$ 1,678.21	
Retiree +3 Dependents	\$ 1,728.52		\$ 1,763.09		\$ 1,797.66		\$ 2,153.29		
<b>10 - 14 years</b>	<b>Maximum</b>								
	Retiree	\$ 568.80	\$ 277.97	\$ 568.80	\$ 277.97	\$ 568.80	\$ 277.97	\$ 568.80	\$ 277.97
	Retiree +1 Dependent	\$ 1,202.89	\$ 590.03	\$ 1,202.89	\$ 590.03	\$ 1,202.89	\$ 590.03	\$ 1,202.89	\$ 590.03
	Retiree +2 Dependents	\$ 1,678.21		\$ 1,678.21		\$ 1,678.21		\$ 1,678.21	
Retiree +3 Dependents	\$ 2,153.29		\$ 2,153.29		\$ 2,153.29		\$ 2,153.29		

Quartile	Monthly Pension Earnings	
	Minimum	Maximum
Q1	\$ -	\$ 1,795.25
Q2	\$ 1,795.26	\$ 3,276.38
Q3	\$ 3,276.39	\$ 5,336.54
Q4	\$ 5,336.55	or greater

\* Rates are based on the commingled experience of the retiree group with the claims experience of the active employees in accordance with F.S. 112.0801.

\*\* Employees hired after October 1, 2009 will be charged the maximum allowable per state statute.



## OAPIN - Seaview Plan (Previously the HMO Plan)

### Retiree Sliding Scale Insurance Premium Rates 2021

Years of Service	Q1		Q2		Q3		Q4		
	Non-Medicare	Medicare	Non-Medicare	Medicare	Non-Medicare	Medicare	Non-Medicare	Medicare	
<b>25 + years</b>	<b>50%</b>								
	Retiree	\$ 532.61	\$ 260.29	\$ 543.26	\$ 265.49	\$ 543.26	\$ 265.49	\$ 552.84	\$ 270.17
	Retiree +1 Dependent	\$ 1,124.82	\$ 551.73	\$ 1,147.32	\$ 562.76	\$ 1,147.32	\$ 562.76	\$ 1,172.76	\$ 575.24
	Retiree +2 Dependents	\$ 1,411.25		\$ 1,439.48		\$ 1,439.48		\$ 1,628.29	
	Retiree +3 Dependents	\$ 1,697.78		\$ 1,731.73		\$ 1,731.73		\$ 2,083.83	
<b>Maximum</b>									
<b>20 - 24 years</b>	<b>50%</b>								
	Retiree	\$ 532.61	\$ 260.29	\$ 543.26	\$ 265.49	\$ 543.26	\$ 265.49	\$ 552.84	\$ 270.17
	Retiree +1 Dependent	\$ 1,124.82	\$ 551.73	\$ 1,147.32	\$ 562.76	\$ 1,147.32	\$ 562.76	\$ 1,172.76	\$ 575.24
	Retiree +2 Dependents	\$ 1,411.25		\$ 1,439.48		\$ 1,439.48		\$ 1,628.29	
	Retiree +3 Dependents	\$ 1,697.78		\$ 1,731.73		\$ 1,731.73		\$ 2,083.83	
<b>Maximum</b>									
<b>15 - 19 years</b>	<b>50%</b>								
	Retiree	\$ 532.61	\$ 260.29	\$ 543.26	\$ 265.49	\$ 543.26	\$ 265.49	\$ 552.84	\$ 270.17
	Retiree +1 Dependent	\$ 1,124.82	\$ 551.73	\$ 1,147.32	\$ 562.76	\$ 1,147.32	\$ 562.76	\$ 1,172.76	\$ 575.24
	Retiree +2 Dependents	\$ 1,411.25		\$ 1,439.48		\$ 1,439.48		\$ 1,628.29	
	Retiree +3 Dependents	\$ 1,697.78		\$ 1,731.73		\$ 1,731.73		\$ 2,083.83	
<b>Maximum</b>									
<b>10 - 14 years</b>	<b>Maximum</b>								
	Retiree	\$ 552.84	\$ 270.17	\$ 552.84	\$ 270.17	\$ 552.84	\$ 270.17	\$ 552.84	\$ 270.17
	Retiree +1 Dependent	\$ 1,172.76	\$ 575.24	\$ 1,172.76	\$ 575.24	\$ 1,172.76	\$ 575.24	\$ 1,172.76	\$ 575.24
	Retiree +2 Dependents	\$ 1,628.29		\$ 1,628.29		\$ 1,628.29		\$ 1,628.29	
	Retiree +3 Dependents	\$ 2,083.83		\$ 2,083.83		\$ 2,083.83		\$ 2,083.83	
<b>Maximum</b>									

Monthly Pension Earnings		
Quartile	Minimum	Maximum
Q1	\$ -	\$ 1,795.25
Q2	\$ 1,795.26	\$ 3,276.38
Q3	\$ 3,276.39	\$ 5,336.54
Q4	\$ 5,336.55	or greater

\* Rates are based on the commingled experience of the retiree group with the claims experience of the active employees in accordance with F.S. 112.0801.  
 \*\* Employees hired after October 1, 2009 will be charged the maximum allowable per state statute.

**TOWN OF PALM BEACH - DENTAL CONTRIBUTION RATES FOR 2021**

Plan	Tier	Total Monthly Premiums			Town of Palm Beach			Employee				
		Paid Monthly 2021	Paid Monthly 2020	Premium Difference %	Paid Monthly 2021	Paid Monthly 2020	2021 Cost Sharing	Paid Monthly 2021	Paid Monthly 2020	2021 Cost Sharing	Employee Contribution Difference %	Employee Contribution Difference %
<b>Employees</b>												
	Employee	\$41.74	\$41.74	0.0%	\$41.74	\$41.74	100.0%	\$0.00	\$0.00	0.0%	\$0.00	0.0%
	1 Dependent	\$36.57	\$36.57	0.0%	\$0.00	\$0.00	0.0%	\$36.57	\$36.57	100.0%	\$0.00	0.0%
	2+ Dependents	\$60.39	\$60.39	0.0%	\$0.00	\$0.00	0.0%	\$60.39	\$60.39	100.0%	\$0.00	0.0%
<b>Retirees</b>												
	Retiree	\$41.74	\$41.74	0.0%	\$0.00	\$0.00	0.0%	\$41.74	\$41.74	100.0%	\$0.00	0.0%
	1 Dependent	\$36.57	\$36.57	0.0%	\$0.00	\$0.00	0.0%	\$36.57	\$36.57	100.0%	\$0.00	0.0%
	2+ Dependents	\$60.39	\$60.39	0.0%	\$0.00	\$0.00	0.0%	\$60.39	\$60.39	100.0%	\$0.00	0.0%

# TOWN OF PALM BEACH

Town Council Meeting on: September 10, 2020

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## Section of Agenda

Regular Agenda - Old Business

## Agenda Title

Town-wide Undergrounding Project

*Steve Stern, Project Manager*

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

b. RESOLUTION NO. 89-2020 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving a Purchase Order to Kimley-Horn & Associates, Inc., for Easement Acquisition Support Services Phases 4, 7, and 8 of the Town-Wide Undergrounding Utilities Program in an Amount of \$633,552, and Establishing a Total Budget of \$633,552.

c. RESOLUTION NO. 90-2020 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Awarding a Construction Manager At Risk (CMAR) Contract to Burkhardt Construction Inc. for the Town-Wide Utility Undergrounding Phase 3 South to Include the Mid-Town Watermain Replacement with a Guaranteed Maximum Price (GMP) Amount Not-To-Exceed \$9,894,408.15 and Establishing a Construction Phase Budget of \$10,069,408, and Authorizes the Town Manager to Execute a Contract with Burkhardt Construction Inc.

The Revised GMP was Negotiated to Reflect a Cost Savings of \$148,365.63 from the Original GMP Submitted by Burkhardt Construction, Inc.

d. RESOLUTION NO. 91-2020 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving Construction Phase Services to Kimley-Horn and Associates for Phase 3 South Undergrounding in the Amount of \$322,450 and Establish a Project Budget of \$370,920.

e. RESOLUTION NO. 92-2020 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving the Midtown Watermain Replacement Construction Phase Services to Kimley-Horn and Associates in the Amount of \$63,799.08 and Establish a Project Budget of \$73,350.

Presenter

ATTACHMENTS:

- ▣ a. Review of Project and Dashboard, Summary of Project Status
- ▣ b. Memorandum dated August 24, 2020, from H. Paul Brazil, P.E., Director of Public Works
- ▣ b. Resolution No. 89-2020
- ▣ b. Kimley- Horn Proposal
- ▣ c. Memorandum dated August 31, 2020, from Dean Mealy, Purchasing Manager
- ▣ c. Resolution No. 90-2020
- ▣ c. GMP
- ▣ d. Memorandum dated August 28, 2020, from Dean Mealy, Purchasing Manager
- ▣ d. Resolution No. 91-2020
- ▣ d. Kimley-Horn Proposal
- ▣ e. Memorandum dated August 28, 2020, from Dean Mealy, Purchasing Manager
- ▣ e. Resolution No. 92-2020
- ▣ e. Kimley-Horn Proposal

# TOWN OF PALM BEACH

Information for Town Council Meeting on: September 10, 2020

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To: Mayor & Town Council

Via: Kirk W. Blouin, Town Manager

From: Steven Stern, Underground Utilities Project Manager

Re: Utility Undergrounding Project Status Report

Date: August 27, 2020

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## I. Communications

### A. Meetings:

Community meetings are on hold until further notice.

UUTF Meeting planned for Wednesday, October 7, 2020, 9:00am

### B. Significant Postal Mail or eMail

Postal Mail – Phase 5 North, a second letter requesting a meeting was sent to unresponsive property owners.

## II. Progress Summary:

### A. Construction Progress:

#### Phase 1 North:

From the Inlet south to Onondaga Ave.

- Complete, March 30, 2019

#### Phase 1 South:

From southern Town limits north to Sloan's Curve.

- Complete, April 3, 2020

**Phase 2 North Construction:**

From Esplanade Way to Ocean Terrace.

- Phase 2 North construction is 93% complete.
- ATT overhead decom is complete.
- FPL wire and pole removal activities may begin.  
(Hurricane Laura - FPL contractor response may delay start).

**Phase 2 South Construction:**

From Sloan's' Curve to the intersection of S. Ocean Blvd & S. County Road

- Phase 2 South, construction is 17% complete.
- The crews continue installing conduit, pads and equipment from south to north.  
Work continues in the area just to the south of Southern Blvd.

**Phase 3 North Construction:**

From Osceola Way to the north side of La Puerta Way

- Phase 3 North construction is 77% complete.
- FPL feeder wire pulls are in progress.
- ATT & Comcast install activities are in progress.

**B. Design & Easement Progress:****Phase 3 South:**

From S. Ocean Blvd & S. County Road to the Alleyway south of Worth Ave.

- Design is 97% complete
- 86 of 95 easements are recorded or verbally approved.
- Bid package is on the TC September Agenda.
- 1 chicane is planned south of 70 Middle Road.

The outstanding easement locations are listed in your backup material.

6 critical easements remain outstanding along Golfview Alley.

5 critical easements remain outstanding S. County Road.

4 easements remain outstanding on the side streets.

**Phase 4 North:**

From south side of La Puerta Way to north side of List Road.

- Design is 86% complete
- 57 of 58 easements are recorded or verbally approved.
- Bid package availability is approaching completion – new target for TC presentation is November.
- Critical switch placements along N Lake Way are being determined.
- 5 chicanes are planned.
  1. 215, 223, 225, 230 & 232 Colonial Lane
  2. 274, 281 & 282 Monterey Road
  3. 216, 221 Monterey Road & 1080 N Ocean Blvd
  4. 251 & 265 Orange Grove Road
  5. 281 List Road

**Phase 4 South:**

From Peruvian Ave north to Royal Palm Way & the Town Docks.

- Design is 66% complete.
- 48 of 64 easements are recorded or verbally approved.

Easement acquisition is behind schedule with the original Master plan construction being May 2020. ROW placements are being substituted where possible.

**Phase 5 North:**

From Country Club Road to Southland Road.

- Design is 37% complete and on schedule.
- 21 of 182 easements are recorded or verbally approved.

**Phase 5 South:**

From South Lake Drive/Hibiscus Ave & Peruvian Ave/Royal Palm Way, properties between the Intracoastal waterway and the Atlantic Ocean & from Royal Palm Way to Seaspray Ave.

- Design is 33% complete and on schedule.
- 0 of 96 easements are recorded or verbally approved.

S. Lake Drive – 5 common infrastructure switch locations are shown on an exhibit in your backup material.

Easement acquisition is falling behind schedule. ROW placements are being substituted where possible.

**Phase 6 North:**

From Chateaux Drive & Kawama Lane to the south side of Plantation Road.

- Design is 22% complete and on schedule.
- Easement acquisition has not started.

**Phase 6 South:**

Seaspray Ave to the south of Royal Poinciana Way.

- Design is 21% complete and on schedule.
- Easement acquisition has not started.

**Phase 7 North:**

Palm Beach Country Club north to the south side of List Road.

- Not started.

**Phase 7 South:**

Atlantic Ave north to Via Los Incas & Sanford Ave

- Not started.

**Phase 8:**

Royal Poinciana Way north to Everglade Ave

- Not started.

**III. Financial Summary**

**A. Project Budget Summary:**

The July 2020 Financial Summary is provided within this report. The August 2020 update was not available at the time this summary report was written.

Other than receiving vendor pay applications for design, direct material purchases or work performed in active phases, there were no changes made since last month's report. The full underground utility project financial report is provided within your backup package with the summary page shown immediately below.

**Underground Utility Project Budget  
Project Financial Summary  
July 31, 2020**

Expenditures	Original OPC	Dec 2019 OPC	Budget	Actual	% Expended
Phase 1	\$ 12,620,000	\$ 12,910,000	\$ 12,829,947	\$ 12,843,681	100.1%
Phase 2	\$ 9,170,000	\$ 13,470,000	\$ 12,915,885	\$ 6,677,746	51.7%
Phase 3	\$ 10,910,000	\$ 15,400,000	\$ 6,088,978	\$ 4,817,992	79.1%
Phase 4	\$ 10,370,000	\$ 15,220,000	\$ 1,335,096	\$ 1,004,364	75.2%
Phase 5 (Includes \$8.5 Million FEMA Grant Offset)	\$ 14,090,000	\$ 11,694,645	\$ 1,609,805	\$ 504,822	31.4%
Phase 6	\$ 16,820,000	\$ 20,800,000	\$ 1,921,608	\$ 404,287	21.0%
Phase 7	\$ 11,730,000	\$ 15,910,000	\$ -	\$ -	
Phase 8	\$ 12,300,000	\$ 14,500,000	\$ -	\$ -	
<b>Total Project Costs To Date</b>	<b>\$ 98,010,000</b>	<b>\$ 119,904,645</b>	<b>\$ 36,701,320</b>	<b>\$ 26,252,892</b>	<b>71.5%</b>
Other Costs Associated Directly with the Project (Page 8)	\$ 570,000	\$ 1,180,414	\$ 1,180,414	\$ 928,441	78.7%
<b>Grand Total of Costs Related to Project</b>	<b>\$ 98,580,000</b>	<b>\$ 121,085,059</b>	<b>\$ 37,881,734</b>	<b>\$ 27,181,332</b>	<b>71.8%</b>
Debt Service and Related Debt Issuance Costs (Page 8)			\$ 6,098,350	\$ 4,636,639	76.0%
Total Other Costs Outside Underground Budget (Page 8)			\$ 1,158,567	\$ 2,018,761	174.2%
<b>Grand Total of All Costs Related to the Project</b>	<b>\$ 98,580,000</b>	<b>\$ 121,085,059</b>	<b>\$ 39,040,301</b>	<b>\$ 29,200,093</b>	<b>74.8%</b>

Total Project Budget - Opinion of cost for construction	\$ 121,085,059
% Budgeted/Encumbered To Date Project Costs	31.29%
% Spent to Date - Project Costs	22.45%

# PHASE 3 SOUTH - CRITICAL EASEMENT STATUS

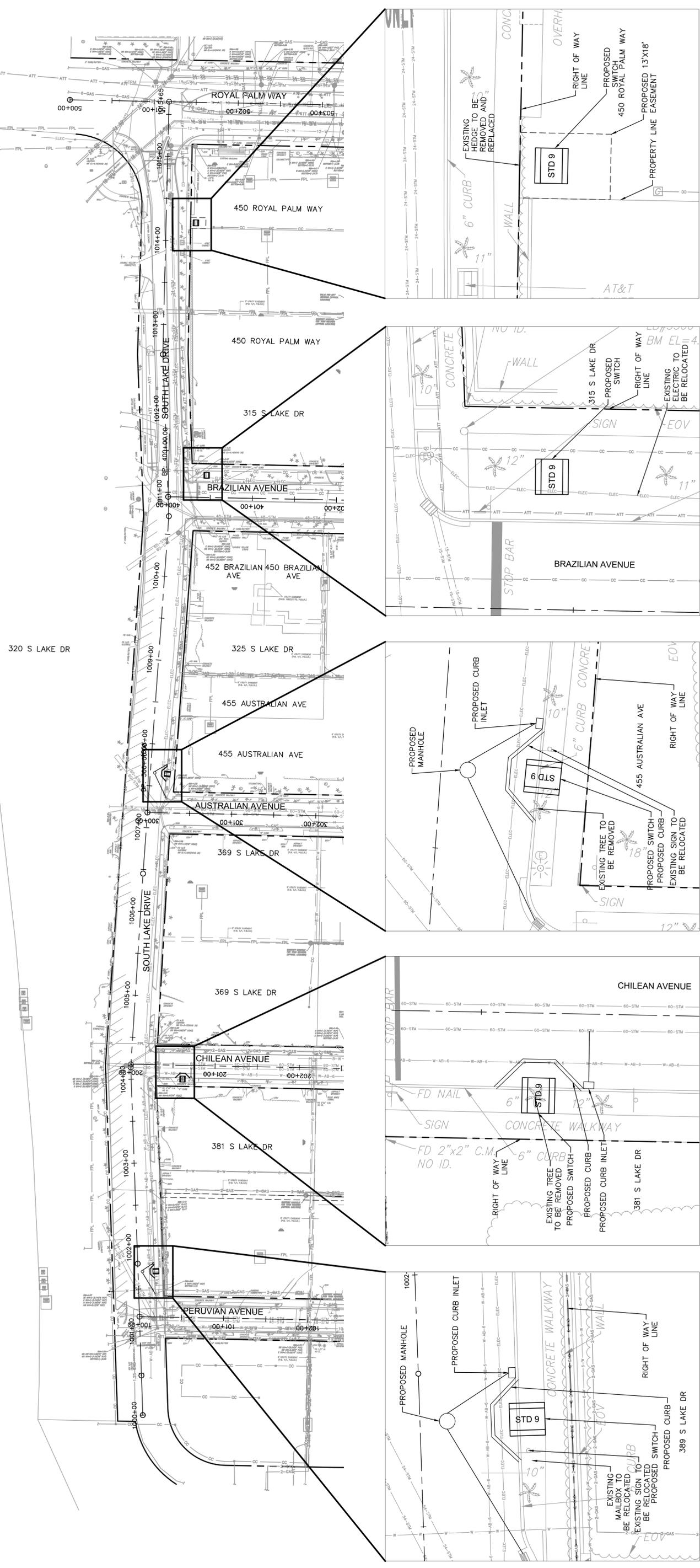
Rev: August 27, 2020

Area	Owner	Address	Contact Title	Note
Golfview Alley	Carl & Mary Panattoni	8 Golfview	Owner	Declined
Golfview Alley	Ilan Yerushalmi, Napoleon Palm Beach	218 Worth Ave	Owner	No progress.
Golfview Alley	Lou Hamby attorney	204 Worth Ave	Attorney	Pending decision
Golfview Alley	Worth Pondfield, Mark Waxman	222 Worth Ave	Property Manager	No progress.
Golfview Alley	Ms. Handlesman	224 Worth Ave	Owner	Pending decision
Golfview Alley	Ms. Handlesman	306 Worth Ave	Owner	Pending decision
S. County Rd	Francoise & Jacques Cohen	137 El Vedado Road	Owner	Pending decision
S. County Rd	Bill Collatos, Posey & Roy	750 South County Road	Owner & Architect	Declined (After ARCOM Contingent Approval)
S. County Rd	Ann Desruijsseaux trustee	800 South County Road	Trustee	Verbal Agreement
S. County Rd	MICHAEL KETTENBACH, Malura	801 S County Road	Owner	Pending decision
S. County Rd	Robert F. Agostinelli, Leo Sotomejor, Keith Williams	196 Banyan Rd	Property Manager	Pending decision
Street	Colony Hotel	152 Hammon Ave	Hotel Mgr	Pending decision
Street	Jan Holdings, LLC (Ms. Navab Owner)	4 El Bravo Way	Property Manager	Verbal Agreement
Street	Richard Kurtz	235 Banyan Rd	Owner	Verbal Agreement
Street	Robert & Paula Butler, Larry Alexander	640 S. Ocean Blvd	Owner, Attorney	Pending decision

No Progress	4
Pending Decision	9
Approved	2



# Phase 5 South - Switch Placement Options on S. Lake Drive



	<h2>TOWNWIDE UNDERGROUNDING PHASE 5 SOUTH PREPARED FOR THE TOWN OF PALM BEACH</h2>	<p>LICENSED PROFESSIONAL BRETT A. JOHNSON, P.E. FLORIDA LICENSE NUMBER 74005</p>	<h1>S LAKE DR</h1> <p>SHEET NUMBER <b>EX-1</b></p>
KHA PROJECT: 04-4063229 DATE: 6/22/2020 SCALE: AS SHOWN DESIGNED BY: BAJ DRAWN BY: DTC CHECKED BY: KMS	© 2020 KIMLEY-HORN AND ASSOCIATES, INC. 1920 WEKIVA WAY SUITE 200, WEST PALM BEACH, FL 33411 PHONE: 561-845-0665 FAX: 561-863-6175 WWW.KIMLEY-HORN.COM CA 00000696	PALM BEACH FLORIDA DATE:	No. _____ REVISIONS _____ DATE _____ BY _____

Plotted By: Copo, Dillon  
 Sheet Set: TOWNWIDE UNDERGROUNDING PHASE 5  
 Layout: EX-1 S LAKE DR July 10, 2020 03:12:18pm  
 K:\WPB\Civil\044063229 - Phase 5 Design\Phase 5 Design\PlanSheets\C3.00 - FPL CONDUIT PLAN.dwg  
 This document, together with the concepts and designs presented herein, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and approval by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.



# **Underground Utility Project Monthly Progress Report September 2020**

## **Table of Contents**

### **Dashboard – Phase 2, 3 Construction & Phase 3, 4, 5, 6 Design**

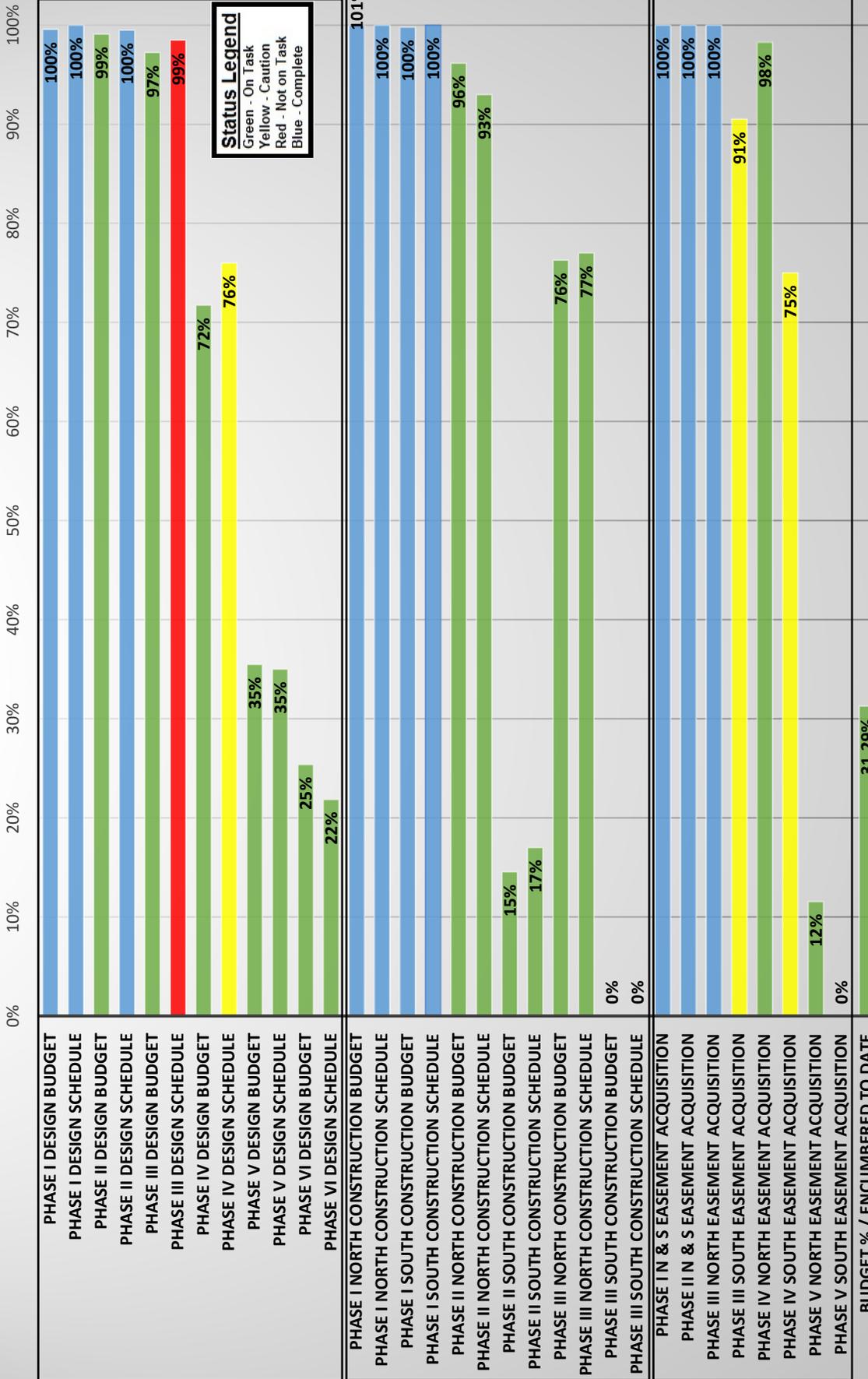
1. Townwide Undergrounding - Phasing & Sequencing Program Map
2. Kimley-Horn - Design  
Progress Reports - Phase 3 - 6  
Gantt Charts - Phase 3 - 6
3. Burkhardt Construction  
Executive Summary & Schedule - Phase 2N, 2S & 3N
4. Project Financial Report
5. Interest Rate Forecast

#### Dashboard Notes:

Total Project Budget - Opinion of cost for construction: \$121,085,059

Prepared by the TMO & Finance Departments  
Aug 27, 2020

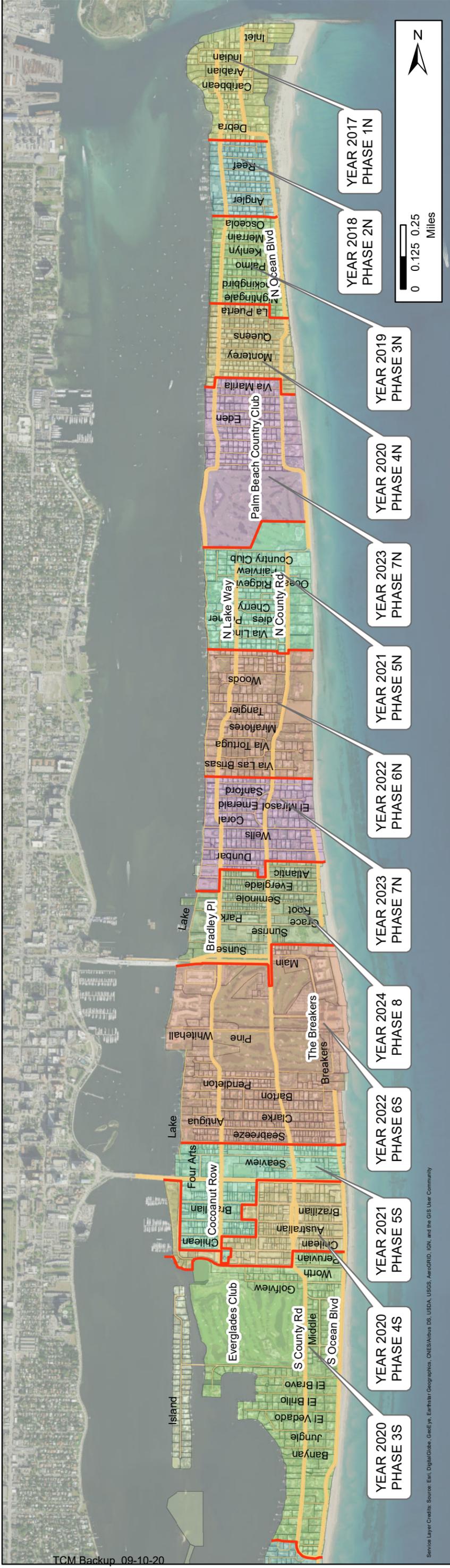
# Town of Palm Beach - Underground Utility Project Dashboard - September 2020



Phase 2N - Wire & Pole decom in progress. Phase 3S - Ready to begin construction. Phase 4N - Bid package being finalized.

**SAVES AND RAVES**

**ISSUES AND CHALLENGES**



**Kimley-Horn**  
 © 2020 KIMLEY-HORN AND ASSOCIATES, INC.  
 1920 WEKIVA WAY SUITE 200,  
 WEST PALM BEACH, FL 33411  
 PHONE: 561-845-0665 FAX: 561-863-8175  
 WWW.KIMLEY-HORN.COM

# OVERALL SEQUENCE MAP

## TOWN-WIDE UNDERGROUNDING OF UTILITIES

TOWN OF PALM BEACH, FLORIDA

JANUARY 2017; REVISED JANUARY 2020

MASTER PLAN



**Master Plan 2017**

Phase Area	Design Start	Construction Start	End of Pole Removal / Restoration
Phase 1 N	Dec-16	Jun-17	Jun-19
Phase 1 S	Dec-16	Jun-17	Jun-19
Phase 2 N	Jun-17	Jul-18	Feb-20
Phase 2 S	Jun-17	May-19	Dec-20
Phase 3 N	Nov-17	May-19	Jan-21
Phase 3 S	Nov-17	May-19	Apr-21
Phase 4 N	Jun-18	May-20	Feb-22
Phase 4 S	Jun-18	May-20	Mar-22
Phase 5 N	May-19	May-21	Apr-23
Phase 5 S	May-19	May-21	May-23
Phase 6 N	May-20	May-22	Feb-24
Phase 6 S	May-20	May-22	Apr-24
Phase 7 N	May-21	May-23	Feb-25
Phase 7 S	May-21	May-23	Mar-25
Phase 8	May-22	May-24	Mar-26

**Revised Jan 2020**

Design Start	Construction Start	End of Pole Removal / Restoration
Dec-16	Jun-17	Jun-19
Dec-16	Jun-17	Jan-20
Jun-17	Jul-18	Jun-20
Jun-17	Jan-20	Dec-21
Nov-17	Nov-19	Oct-21
Nov-17	Sep-20	Sep-22
Jun-18	Dec-20	Dec-22
Jun-18	Dec-20	Dec-22
May-19	May-21	Apr-23
May-19	May-21	May-23
Nov-19	May-22	Feb-24
Nov-19	May-22	Apr-24
May-20	May-23	Feb-25
May-20	May-23	Mar-25
May-22	May-24	Mar-26

Actual
Estimated



**Town-Wide Undergrounding - Phase 3 Undergrounding  
KHA Project #044063215  
August 2020 Progress Report  
Period: July 20, 2020 to August 19, 2020**

I. Scope Update

A. General

- Schedule: Project schedule progress is shown below.
  - Phase 3 North Design is 100% complete
  - Phase 3 South Design is 97% complete \*
- Budget: Project is on budget as of August 15, 2020
  - Phase 3 North Design is at 99% of total task budget
  - Phase 3 South Design at 96% of total task budget
- Easement Status
  - Phase 3 North: 100% (36/36) easements approved
  - Phase 3 South: 89% (86/95) easements approved

\* Phase 3 South is currently behind schedule.

B. Detailed Design Phase

- Continued Subconsultant/utility owner coordination
- Progress Meeting Attendance
- Continued coordination with the FDOT regarding Landscaping Permit Application
- Review and comment of BCE and BCE plans received from FPL
- Coordination with CMAR regarding GMP development
- Continued development of Phase 3 South easement exhibits and submittal to Town.
- Site meetings with property owners to discuss easement requests in Phase 3 South.
- Development of legal sketches and descriptions for Phases 3 South.

II. Upcoming Activities (August 21, 2020 – September 20, 2020)

A. Detailed Design Phase

- Continued Subconsultant/utility owner coordination
- Continued Easement meetings with property owners – Phases 3 South
- Continued coordination with FPL to revise the Phase 3 South design based on final easements and BCE Comments
- Continued Bid/GMP development phase support
- Review/Negotiation of GMP
- Progress Meeting Attendance
- Continue to coordinate with the FDOT during the Landscaping Permit Application Process

**Town-Wide Undergrounding - Phase 4 Undergrounding**  
**KHA Project #044063219**  
**August 2020 Progress Report**  
**Period: July 21, 2020 to August 20, 2020**

I. Scope Update

A. General

- Schedule: Project schedule progress is shown below.
    - Phase 4 North Design is 86% complete\*
    - Phase 4 South Design is 66% complete\*
  - Budget: Project is on budget as of August 15, 2020
    - Phase 4 North Design is at 92% of total task budget
    - Phase 4 South Design at 74% of total task budget
  - Easement Status
    - Phase 4 North: 98% (57/58) easements approved
    - Phase 4 South: 75% (48/64) easements approved.
- \*Easement progress is causing the schedule to fall behind for both phase areas.

B. Detailed Design Phase

- Subconsultant coordination related to Phase 4 Undergrounding
- Continued development of Equipment Locations and Conduit Plans for Phase 4 North and South.
- Performed field work to obtain information for equipment placement based on easement meetings with property owners.
- Continued review of FPL, Comcast, and AT&T Conduit and Equipment Plans, coordination with FPL, Comcast, and AT&T regarding design modifications.
- Development of Phase 4 North Landscape Plans
- Development and delivery of easement exhibits to the Town for Phases 4 North and South.
- Progress Meeting Attendance
- Comcast Design Meeting Attendance
- Meetings and site visits with property owners to discuss easement requests

II. Upcoming Activities (August 21, 2020 – September 20, 2020)

A. Detailed Design Phase

- Continued coordination with utility owners to refine the design.
- Continued development and submittal of easement exhibits for Phases 4 North and South.
- Continued development of Equipment Location and Conduit Plans for Phase 4 South, bid plan submittal in Phase 4 North.
- Continued development of Landscape Plans
- Meetings and site visits with property owners to discuss easement requests.
- Commercial Service sizing.
- Progress Meeting attendance.



**Town-Wide Undergrounding - Phase 5 Undergrounding  
KHA Project #044063229  
August 2020 Progress Report  
Period: July 26, 2020 to August 25, 2020**

I. Scope Update

A. General

- Schedule: Project schedule progress is shown below
  - Phase 5 North Design is 37% complete
  - Phase 5 South Design is 33% complete
- Budget: Project is on budget as of August 15, 2020
  - Phase 5 North Design is at 39% of total task budget
  - Phase 5 South Design is at 39% of total task budget
- Easement Status
  - Phase 5 North: 12% (21/182) easements approved
  - Phase 5 South: 0% (0/96) easements approved

B. Detailed Design Phase

- Performed soft digs
- Developed conduit routing plans
- Coordinated with utility companies, sub-consultants, and Town
- Attended property owner meetings and prepared easement exhibits
- Attended grant meeting with Town
- Led design meeting with utility companies, sub-consultants, and Town
- Led easement meetings with sub-consultants and Town
- Led coordination meetings with sub-consultants

II. Upcoming Activities (August 26, 2020 – September 25, 2020)

A. Detailed Design Phase

- Develop conduit routing plans
- Coordinate with utility companies, sub-consultants, and Town
- Attend property owner meetings and prepare easement exhibits
- Lead easement meetings with sub-consultants and Town
- Lead coordination meetings with sub-consultants



**Town-Wide Undergrounding - Phase 6 Undergrounding  
KHA Project #044063247  
August 2020 Progress Report  
Period: July 26, 2020 to August 25, 2020**

I. Scope Update

A. General

- Schedule: Project schedule progress is shown below
  - Phase 6 North Design is 22% complete
  - Phase 6 South Design is 21% complete
- Budget: Project is on budget as of August 15, 2020
  - Phase 6 North Design is at 20% of total task budget
  - Phase 6 South Design is at 23% of total task budget
- Easement Status
  - Phase 6: N/A, will provide status when this work begins

B. Detailed Design Phase

- Awaiting preliminary equipment locations from FPL
- Performed geotechnical investigation
- Developed conduit routing plans
- Coordinated with utility companies, sub-consultants, and Town
- Led coordination meetings with sub-consultants

II. Upcoming Activities (August 26, 2020 – September 25, 2020)

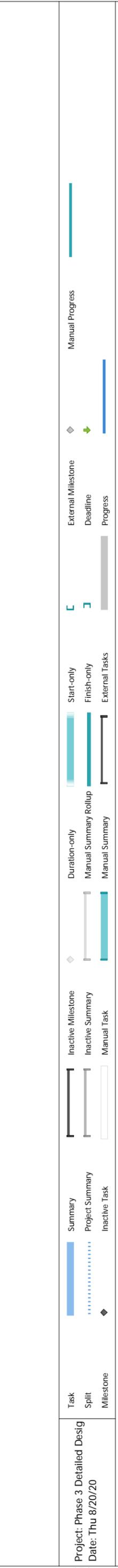
A. Detailed Design Phase

- Awaiting preliminary equipment locations from FPL
- Coordinate with utility companies, sub-consultants, and Town
- Lead coordination meetings with sub-consultants



ID	Task Name	Start	Finish
41	Conduit Routing Plan Town/CMAR Submittal	Wed 5/1/19	Wed 5/1/19
42			
43	Bid Phase - Phase 3 North	Mon 9/3/18	Wed 7/10/19
44	CMAR Procurement	Mon 9/3/18	Fri 11/2/18
45	CMAR Recommendation and Award	Tue 11/13/18	Tue 11/13/18
46	Pre-Construction Services	Wed 11/14/18	Fri 5/31/19
47	Bidding/GMP Development	Thu 5/2/19	Tue 6/4/19
48	GMP Review/Negotiation	Wed 6/5/19	Tue 6/18/19
49			
50	UUTF GMP Review (Phases 3 North and South)	Tue 7/2/19	Tue 7/2/19
51			
52	Town Council GMP Review and Award (Phases 3 North and South)	Tue 7/9/19	Tue 7/9/19
53			
54	Start Construction (Phases 3 North and South)	Wed 7/10/19	Wed 7/10/19
55			
56	Detailed Design - Phase 3 South	Thu 2/8/18	Wed 11/15/20
57			
58	Design Activities - Outside Resources	Mon 6/25/18	Tue 7/30/19
59	Utility Preliminary Design	Mon 6/25/18	Tue 9/25/18
60	FPL Provision of Preliminary Equipment Locations	Mon 6/25/18	Tue 9/25/18
61	Utility Design and BCE Development	Wed 9/26/18	Mon 7/15/19
62	FPL Design and Preliminary Conduit Routing	Wed 9/26/18	Tue 12/4/18
63	AT&T and Comcast Design	Wed 10/17/18	Mon 12/17/18
64	Utility Agreement, BCE Development and Final FPL Design	Wed 12/19/18	Mon 7/15/19
65	Easement Coordination	Wed 9/26/18	Tue 7/30/19
66	Determine Easement Needs and Locations	Wed 9/26/18	Tue 10/30/18
67	Send Easement Request Letters to Property Owners	Wed 10/31/18	Mon 11/12/18
68	Procure Easements and Follow up	Tue 11/13/18	Tue 7/30/19
69			
70	Design Activities - Kimley-Horn Resources	Thu 2/8/18	Wed 11/15/20
71	Data Collection	Thu 2/8/18	Thu 11/1/18
72	Sunshine One-Call, Utility Coordination and Letter Request	Thu 2/8/18	Fri 3/16/18
73	Collect/Analyze Record Information	Thu 2/8/18	Fri 4/6/18
74	Site Survey	Thu 2/8/18	Mon 5/7/18
75	Geotechnical Investigation	Tue 5/1/18	Wed 8/1/18
76	Soft Dig Utility Locates	Fri 6/1/18	Thu 11/1/18
77	Site Visit / Determine Meter Locations	Fri 3/16/18	Fri 4/27/18
78	Existing Easement Research	Mon 2/19/18	Fri 3/16/18
79	Construction Documents	Tue 5/8/18	Mon 7/1/19

ID	Task Name	Start	Finish
80	Utility Base Mapping	Tue 5/8/18	Mon 6/18/18
81	Utility Base Map Development	Tue 5/8/18	Tue 5/29/18
82	Utility Base Map Internal QC	Wed 5/30/18	Mon 6/4/18
83	Utility Base Map Town/Utility Owner Submittal	Tue 6/5/18	Tue 6/5/18
84	Utility Base Map Town Review and Comment	Wed 6/6/18	Mon 6/18/18
85	Equipment Location Plan Development	Wed 9/26/18	Tue 11/13/18
86	Equipment Location Plan Development	Wed 9/26/18	Wed 10/24/18
87	Equipment Location Plan Plan Internal QC	Thu 10/25/18	Tue 10/30/18
88	Equipment Location Plan Town Submittal	Wed 10/31/18	Wed 10/31/18
89	Equipment Location Plan Town Review and Comment	Thu 11/1/18	Tue 11/13/18
90	Conduit Routing Plan Development	Thu 11/1/18	Mon 7/1/19
91	Conduit Routing Plan Development	Wed 12/5/18	Mon 4/15/19
92	Commercial/Customer Owned Service Design	Thu 11/1/18	Mon 4/15/19
93	Landscaping Plans	Thu 11/29/18	Mon 4/15/19
94	Technical Specifications	Thu 11/29/18	Mon 4/15/19
95	Conduit Routing Plan Internal QC	Tue 4/16/19	Fri 6/28/19
96	Conduit Routing Plan Town Submittal	Mon 7/1/19	Mon 7/1/19
97			
98	Permitting Activities - Phase 3 South	Wed 5/15/19	Wed 1/15/20
99	FDOT Utility permit Application	Wed 5/15/19	Mon 7/1/19
100	FDOT Utility permit Application Review Process	Tue 7/2/19	Mon 9/2/19
101	FDOT Landscaping Permit Application	Tue 7/2/19	Fri 7/12/19
102	FDOT Landscaping Permit Application Review and MMOA Execution Process	Mon 7/15/19	Wed 1/15/20
103			
104	Bid Phase - Phase 3 South	Mon 9/3/18	Thu 8/29/19
105	CMAR Procurement	Mon 9/3/18	Fri 1/18/19
106	CMAR Recommendation and Award	Mon 1/21/19	Tue 2/12/19
107	Pre-Construction Services	Wed 2/13/19	Mon 7/1/19
108	Bidding/GMP Development	Tue 7/2/19	Thu 8/15/19
109	GMP Review/Negotiation	Fri 8/16/19	Thu 8/29/19
110			
111	UUTF GMP Review (Phases 3 North and South)	Tue 9/3/19	Tue 9/3/19
112			
113	Town Council GMP Review and Award (Phases 3 North and South)	Tue 9/10/19	Tue 9/10/19
114			
115	Start Construction (Phases 3 North and South)	Wed 9/11/19	Wed 9/11/19



Project: Phase 3 Detailed Design  
Date: Thu 8/20/20

Task  
Summary  
Project Summary  
Inactive Task

Inactive Milestone  
Inactive Summary  
Manual Task

Duration-only  
Manual Summary Rollup  
Manual Summary

Start-only  
Finish-only  
External Tasks

External Milestone  
Deadline  
Progress

Manual Progress

ID	Task Name	Start	Finish
1	Detailed Design - Phase 4 North	Wed 5/9/18	Thu 4/30/20
2			
3	Design Activities - Outside Resources	Tue 8/21/18	Thu 4/30/20
4	Utility Preliminary Design	Tue 8/21/18	Mon 1/14/19
5	FPL Provision of Preliminary Equipment Locations	Tue 8/21/18	Mon 1/14/19
6	Utility Design and BCE Development	Tue 12/25/18	Fri 11/22/19
7	FPL Design and Preliminary Conduit Routing	Tue 12/25/18	Tue 4/2/19
8	AT&T and Comcast Design	Wed 2/27/19	Tue 4/23/19
9	Utility Agreement, BCE Development and Final FPL Design	Fri 7/19/19	Fri 11/22/19
10	Easement Coordination	Tue 1/15/19	Thu 4/30/20
11	Determine Easement Needs and Locations	Tue 1/15/19	Fri 2/15/19
12	Send Easement Request Letters to Property Owners	Mon 2/18/19	Fri 3/1/19
13	Procure Easements and Follow up	Mon 3/4/19	Thu 4/30/20
14			
15	Design Activities - Kimley-Horn Resources	Wed 5/9/18	Wed 4/1/20
16	Data Collection	Wed 5/9/18	Tue 10/1/19
17	Sunshine One-Call, Utility Coordination and Letter Request	Wed 5/9/18	Thu 6/14/18
18	Collect/Analyze Record Information	Wed 5/9/18	Fri 7/6/18
19	Site Survey	Wed 5/9/18	Fri 7/6/18
20	Geotechnical Investigation	Wed 5/9/18	Wed 8/1/18
21	Soft Dig Utility Locates	Wed 5/1/19	Tue 10/1/19
22	Site Visit / Determine Meter Locations	Mon 6/18/18	Mon 7/30/18
23	Existing Easement Research	Fri 6/1/18	Thu 6/21/18
24	Construction Documents	Mon 7/9/18	Mon 2/3/20
25	Utility Base Mapping	Mon 7/9/18	Fri 8/31/18
26	Utility Base Map Development	Mon 7/9/18	Fri 8/10/18
27	Utility Base Map Internal QC	Mon 8/13/18	Fri 8/17/18
28	Utility Base Map Town/Utility Owner Submittal	Mon 8/20/18	Mon 8/20/18
29	Utility Base Map Town Review and Comment	Tue 8/21/18	Fri 8/31/18
30	Equipment Location Plan Development	Tue 1/15/19	Mon 3/11/19
31	Equipment Location Plan Development	Tue 1/15/19	Tue 2/19/19
32	Equipment Location Plan Plan Internal QC	Wed 2/20/19	Mon 2/25/19
33	Equipment Location Plan Town Submittal	Tue 2/26/19	Tue 2/26/19
34	Equipment Location Plan Town Review and Comment	Wed 2/27/19	Mon 3/11/19
35	Conduit Routing Plan Development	Wed 4/24/19	Mon 2/3/20
36	Conduit Routing Plan Development	Wed 4/24/19	Mon 1/13/20
37	Commercial/Customer Owned Service Design	Fri 11/1/19	Fri 1/10/20
38	Landscaping Plans	Fri 11/1/19	Fri 1/10/20

Project: Phase 4 Detailed Design  
Date: Thu 8/20/20

Task: Manual Task, Project Summary, Inactive Task, Inactive Milestone, Inactive Summary

Split: Duration-only, Manual Summary Rollup, Manual Summary

Milestone: Manual Summary Rollup, Manual Summary

Summary: Manual Summary, Manual Summary

Deadline: Green arrow icon

Progress: Blue bar icon

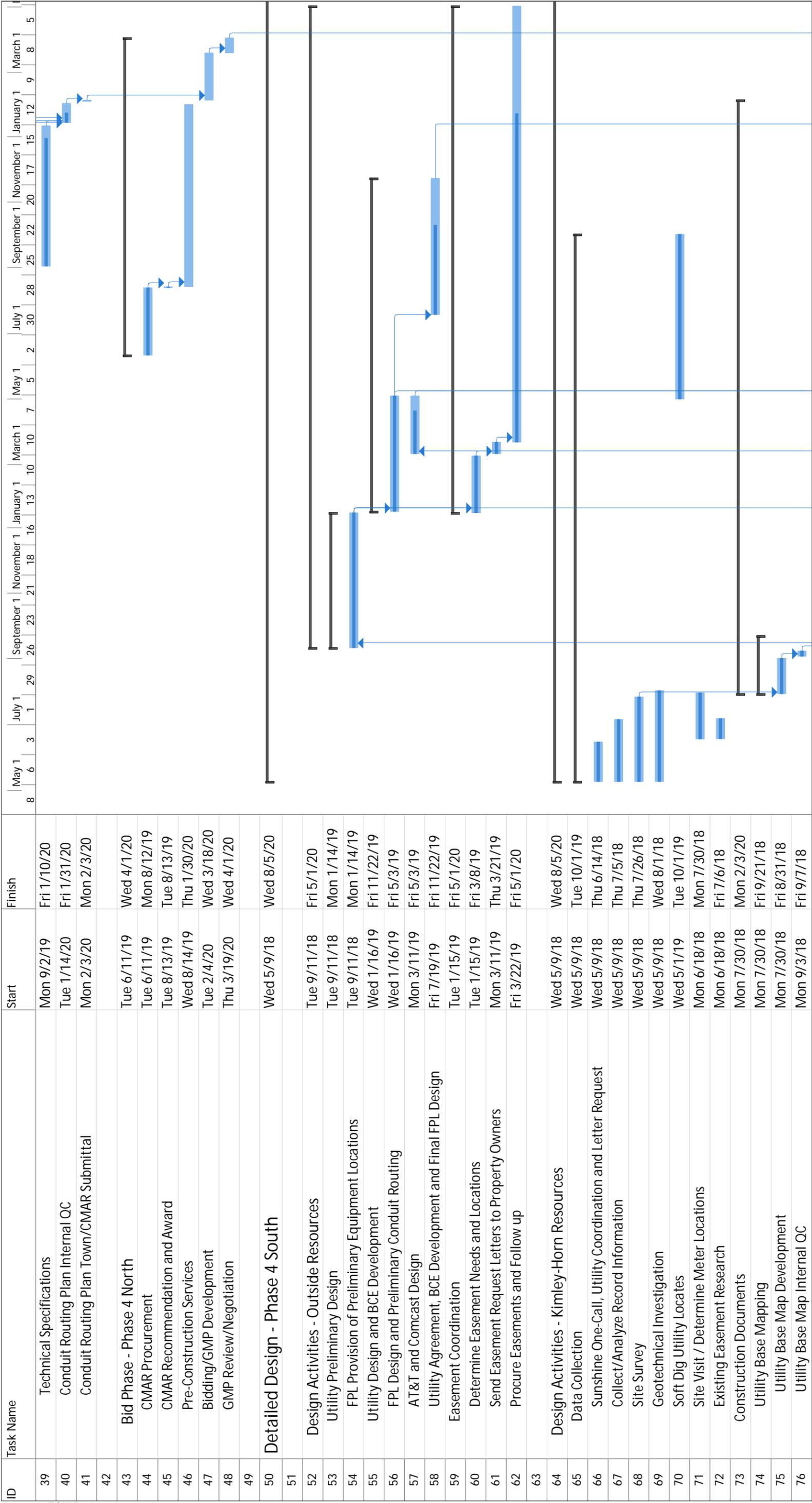
Manual Progress: Teal bar icon

Start-only: Teal bar icon

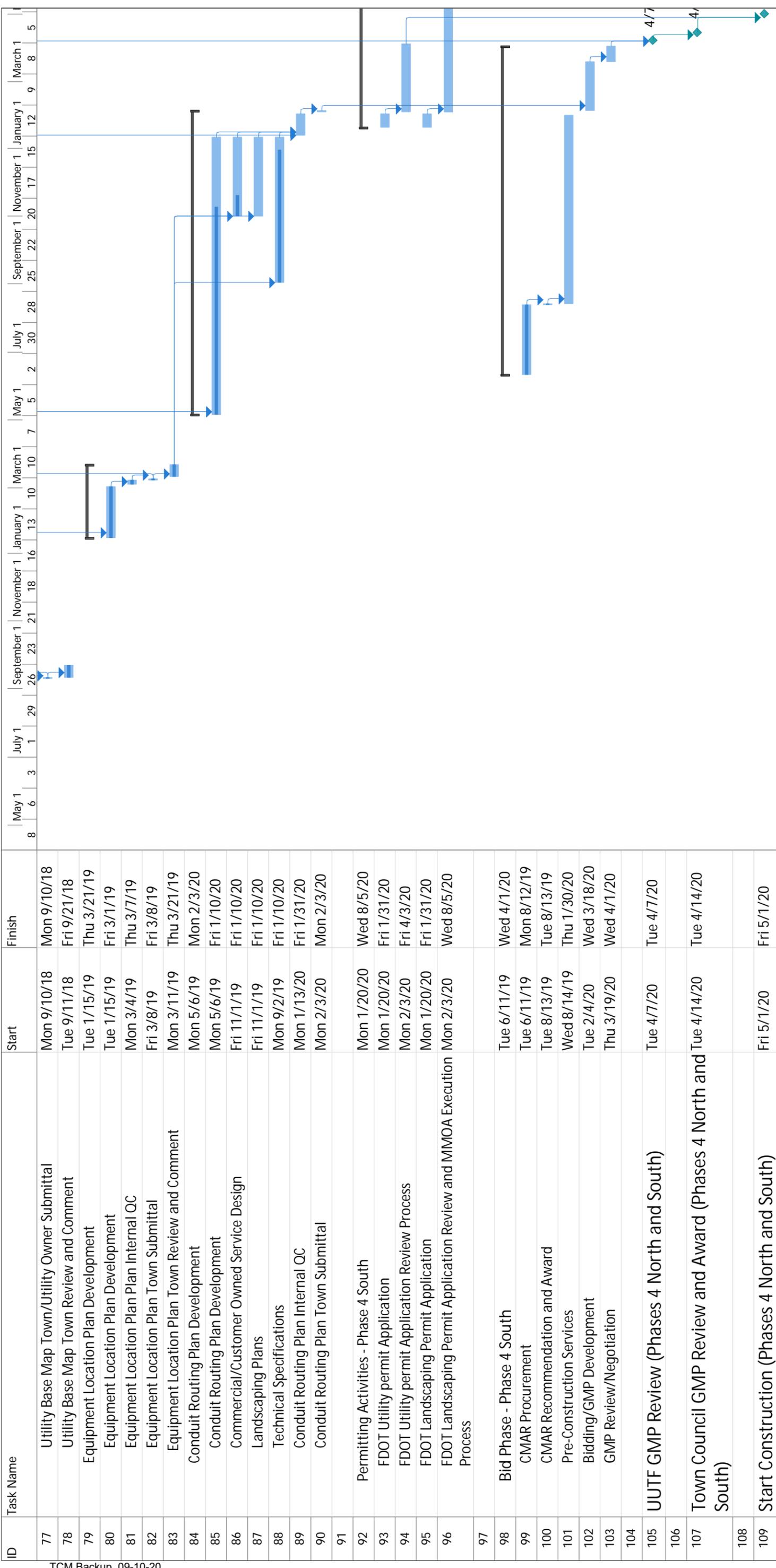
Finish-only: Light teal bar icon

External Tasks: Teal bar icon

External Milestone: Diamond icon



Task	Project Summary	Manual Task	Start-only	Deadline
Task				
Split				
Milestone				
Summary				
Manual Task				
Duration-only				
Manual Summary Rollup				
Manual Summary				
External Tasks				
External Milestone				



Task	Project Summary	Manual Task	Start-only	Deadline
Split	Inactive Task	Duration-only	Finish-only	Progress
Milestone	Inactive Milestone	Manual Summary Rollup	External Tasks	Manual Progress
Summary	Inactive Summary	Manual Summary	External Milestone	

Project: Phase 4 Detailed Design  
 Date: Thu 8/20/20

ID	Task Name	Start	Finish
1	<b>Detailed Design - Phase 5 North</b>	Thu 2/14/19	Fri 4/30/21
2			
3	<b>Design Activities - Outside Resources</b>	Wed 6/19/19	Fri 4/30/21
4	<b>Utility Preliminary Design</b>	Wed 6/19/19	Mon 9/30/19
5	FPL Provision of Preliminary Equipment Locations	Wed 6/19/19	Mon 9/30/19
6	<b>Utility Design and BCE Development</b>	Tue 10/1/19	Fri 4/16/21
7	FPL Design and Preliminary Conduit Routing	Tue 10/1/19	Tue 1/7/20
8	AT&T and Comcast Design	Wed 12/18/19	Tue 2/18/20
9	Utility Agreement, BCE Development and Final FPL Design	Fri 1/15/21	Fri 4/16/21
10	<b>Easement Coordination</b>	Tue 10/1/19	Fri 4/30/21
11	Determine Easement Needs and Locations	Tue 10/1/19	Fri 11/15/19
12	Send Easement Request Letters to Property Owners	Mon 11/18/19	Fri 11/29/19
13	Procure Easements and Follow Up	Mon 12/2/19	Fri 4/30/21
14			
15	<b>Design Activities - Kimley-Horn Resources</b>	Thu 2/14/19	Tue 4/13/21
16	<b>Data Collection</b>	Thu 2/14/19	Thu 7/23/20
17	Sunshine One-Call, Utility Coordination, and Letter Request	Thu 2/14/19	Wed 3/13/19
18	Collect/Analyze Record Information	Thu 2/14/19	Wed 4/10/19
19	Site Survey	Thu 2/14/19	Mon 5/6/19
20	Geotechnical Investigation	Wed 5/1/19	Tue 6/11/19
21	Soft Dig Utility Locates	Fri 5/1/20	Thu 7/23/20
22	Site Visit / Determine Meter Locations	Mon 3/11/19	Fri 3/29/19
23	Existing Easement Research	Mon 3/4/19	Fri 3/22/19
24	<b>Construction Documents</b>	Tue 5/7/19	Wed 2/10/21
25	<b>Utility Base Mapping</b>	Tue 5/7/19	Mon 7/1/19
26	Utility Base Map Development	Tue 5/7/19	Mon 6/10/19
27	Utility Base Map Internal QC	Tue 6/11/19	Mon 6/17/19
28	Utility Base Map Town/Utility Owner Submittal	Tue 6/18/19	Tue 6/18/19
29	Utility Base Map Town Review and Comment	Wed 6/19/19	Mon 7/1/19
30	<b>Equipment Location Plan Development</b>	Tue 10/1/19	Mon 12/30/19
31	Equipment Location Plan Development	Tue 10/1/19	Mon 12/9/19
32	Equipment Location Plan Internal QC	Tue 12/10/19	Mon 12/16/19
33	Equipment Location Plan Town Submittal	Tue 12/17/19	Tue 12/17/19
34	Equipment Location Plan Town Review and Comment	Wed 12/18/19	Mon 12/30/19
35	<b>Conduit Routing Plan Development</b>	Wed 2/19/20	Wed 2/10/21
36	Conduit Routing Plan Development	Wed 2/19/20	Tue 1/19/21
37	Commercial/Customer-Owned Service Design	Fri 8/7/20	Fri 1/15/21

Project: 2019\_0226\_Schedule  
Date: Mon 8/24/20

Legend:

- Task: Solid blue bar
- Split: Dotted blue bar
- Milestone: Diamond symbol
- Summary: Bracket symbol
- Project Summary: Thick blue bar
- Inactive Task: Dotted grey bar
- Inactive Milestone: Diamond symbol
- Inactive Summary: Bracket symbol
- Manual Task: Solid teal bar
- Duration-only: Hollow teal bar
- Manual Summary Rollup: Thick teal bar
- Manual Summary: Bracket symbol
- Start-only: Solid teal bar with start arrow
- Finish-only: Solid teal bar with finish arrow
- External Tasks: Solid teal bar with external markers
- External Milestone: Diamond symbol
- Deadline: Green arrow
- Progress: Solid blue bar
- Manual Progress: Solid teal bar

ID	Task Name	Start	Finish
38	Landscaping Plan	Fri 8/7/20	Fri 1/15/21
39	Technical Specifications	Fri 8/7/20	Fri 1/15/21
40	Conduit Routing Plan Internal QC	Wed 1/20/21	Tue 2/9/21
41	Conduit Routing Plan Town/CMAR Submittal	Wed 2/10/21	Wed 2/10/21
42			
43	<b>Bid Phase - Phase 5 North</b>	<b>Mon 6/1/20</b>	<b>Tue 4/13/21</b>
44	CMAR Procurement	Mon 6/1/20	Wed 9/30/20
45	CMAR Recommendation and Award	Tue 10/13/20	Tue 10/13/20
46	Preconstruction Services	Wed 10/14/20	Tue 4/13/21
47	Bidding/GMP Development	Thu 2/11/21	Wed 3/31/21
48	GMP Review/Negotiation	Thu 4/1/21	Fri 4/9/21
49			
50	<b>Detailed Design - Phase 5 South</b>	<b>Thu 2/14/19</b>	<b>Thu 7/29/21</b>
51			
52	<b>Design Activities - Outside Resources</b>	<b>Mon 6/24/19</b>	<b>Fri 4/30/21</b>
53	<b>Utility Preliminary Design</b>	<b>Mon 6/24/19</b>	<b>Mon 9/30/19</b>
54	FPL Provision of Preliminary Equipment Locations	Mon 6/24/19	Mon 9/30/19
55	<b>Utility Design and BCE Development</b>	<b>Tue 10/1/19</b>	<b>Fri 4/16/21</b>
56	FPL Design and Preliminary Conduit Routing	Tue 10/1/19	Tue 1/7/20
57	AT&T and Comcast Design	Wed 12/18/19	Tue 2/18/20
58	Utility Agreement, BCE Development and Final FPL Design	Fri 1/15/21	Fri 4/16/21
59	<b>Easement Coordination</b>	<b>Tue 10/1/19</b>	<b>Fri 4/30/21</b>
60	Determine Easement Needs and Locations	Tue 10/1/19	Fri 11/15/19
61	Send Easement Request Letters to Property Owners	Mon 11/18/19	Fri 11/29/19
62	Procure Easements and Follow Up	Mon 12/2/19	Fri 4/30/21
63			
64	<b>Design Activities - Kimley-Horn Resources</b>	<b>Thu 2/14/19</b>	<b>Thu 7/29/21</b>
65	<b>Data Collection</b>	<b>Thu 2/14/19</b>	<b>Thu 7/23/20</b>
66	Sunshine One-Call, Utility Coordination, and Letter Request	Thu 2/14/19	Wed 3/13/19
67	Collect/Analyze Record Information	Thu 2/14/19	Wed 4/10/19
68	Site Survey	Thu 2/14/19	Mon 5/6/19
69	Geotechnical Investigation	Wed 5/1/19	Tue 6/11/19
70	Soft Dig Utility Locates	Fri 5/1/20	Thu 7/23/20
71	Site Visit / Determine Meter Locations	Mon 3/11/19	Fri 3/29/19
72	Existing Easement Research	Mon 3/4/19	Fri 3/22/19
73	<b>Construction Documents</b>	<b>Tue 5/7/19</b>	<b>Wed 2/10/21</b>
74	<b>Utility Base Mapping</b>	<b>Tue 5/7/19</b>	<b>Mon 7/1/19</b>

Project: 2019\_0226\_Schedule  
Date: Mon 8/24/20

Task: Manual Task  
Split: Duration-only  
Milestone: Manual Summary Rollup  
Summary: Manual Summary

Project Summary: Manual Task  
Inactive Task: Inactive Task  
Inactive Milestone: Inactive Milestone  
Inactive Summary: Inactive Summary

Start-only: Start-only  
Finish-only: Finish-only  
External Tasks: External Tasks  
External Milestone: External Milestone

Deadline: Deadline  
Progress: Progress  
Manual Progress: Manual Progress

ID	Task Name	Start	Finish
75	Utility Base Map Development	Tue 5/7/19	Mon 6/10/19
76	Utility Base Map Internal QC	Tue 6/11/19	Mon 6/17/19
77	Utility Base Map Town/Utility Owner Submittal	Tue 6/18/19	Tue 6/18/19
78	Utility Base Map Town Review and Comment	Wed 6/19/19	Mon 7/1/19
79	<b>Equipment Location Plan Development</b>	<b>Tue 10/1/19</b>	<b>Mon 12/30/19</b>
80	Equipment Location Plan Development	Tue 10/1/19	Mon 12/9/19
81	Equipment Location Plan Internal QC	Tue 12/10/19	Mon 12/16/19
82	Equipment Location Plan Town Submittal	Tue 12/17/19	Tue 12/17/19
83	Equipment Location Plan Town Review and Comment	Wed 12/18/19	Mon 12/30/19
84	<b>Conduit Routing Plan Development</b>	<b>Wed 2/19/20</b>	<b>Wed 2/10/21</b>
85	Conduit Routing Plan Development	Wed 2/19/20	Tue 1/19/21
86	Commercial/Customer-Owned Service Design	Fri 8/7/20	Fri 1/15/21
87	Landscaping Plan	Fri 8/7/20	Fri 1/15/21
88	Technical Specifications	Fri 8/7/20	Fri 1/15/21
89	Conduit Routing Plan Internal QC	Wed 1/20/21	Tue 2/9/21
90	Conduit Routing Plan Town/CMAR Submittal	Wed 2/10/21	Wed 2/10/21
91			
92	<b>Permitting Activities - Phase 5 South</b>	<b>Fri 1/29/21</b>	<b>Thu 7/29/21</b>
93	FDOT Utility Permit Application	Fri 1/29/21	Thu 2/11/21
94	FDOT Utility Permit Application Review Process	Fri 2/12/21	Thu 4/8/21
95	FDOT Landscaping Permit Application	Fri 1/29/21	Thu 2/11/21
96	FDOT Landscaping Permit Application Review and MMOA Execution Process	Fri 2/12/21	Thu 7/29/21
97			
98	<b>Bid Phase - Phase 5 South</b>	<b>Mon 6/1/20</b>	<b>Tue 4/13/21</b>
99	CMAR Procurement	Mon 6/1/20	Wed 9/30/20
100	CMAR Recommendation and Award	Tue 10/13/20	Tue 10/13/20
101	Preconstruction Services	Mon 10/26/20	Tue 4/13/21
102	Bidding/GMP Development	Tue 2/16/21	Wed 3/31/21
103	GMP Review/Negotiation	Thu 4/1/21	Fri 4/9/21
104			
105	Town Council GMP Review and Award (Phases 5 North and South)	Mon 4/12/21	Mon 4/12/21
106			
107	Start Construction (Phases 5 North and South)	Mon 5/3/21	Mon 5/3/21

Project: 2019\_0226\_Schedule  
Date: Mon 8/24/20

ID	Task Name	Start	Finish
1	<b>Detailed Design - Phase 6 North</b>	Mon 11/4/19	Mon 4/18/22
2			
3	<b>Design Activities - Outside Resources</b>	Fri 3/6/20	Mon 4/18/22
4	<b>Utility Preliminary Design</b>	Fri 3/6/20	Wed 6/17/20
5	FPL Provision of Preliminary Equipment Locations	Fri 3/6/20	Wed 6/17/20
6	<b>Utility Design and BCE Development</b>	Thu 6/18/20	Mon 4/4/22
7	FPL Design and Preliminary Conduit Routing	Thu 6/18/20	Thu 9/24/20
8	AT&T and Comcast Design	Fri 9/4/20	Thu 11/5/20
9	Utility Agreement, BCE Development and Final FPL Design	Mon 1/3/22	Mon 4/4/22
10	<b>Easement Coordination</b>	Thu 6/18/20	Mon 4/18/22
11	Determine Easement Needs and Locations	Thu 6/18/20	Tue 8/4/20
12	Send Easement Request Letters to Property Owners	Wed 8/5/20	Tue 8/18/20
13	Procure Easements and Follow Up	Wed 8/19/20	Mon 4/18/22
14			
15	<b>Design Activities - Kimley-Horn Resources</b>	Mon 11/4/19	Wed 4/13/22
16	<b>Data Collection</b>	Mon 11/4/19	Thu 7/23/20
17	Sunshine One-Call, Utility Coordination, and Letter Request	Mon 11/4/19	Fri 11/29/19
18	Collect/Analyze Record Information	Mon 11/4/19	Fri 12/27/19
19	Site Survey	Mon 11/4/19	Wed 1/22/20
20	Geotechnical Investigation	Fri 5/1/20	Thu 6/11/20
21	Soft Dig Utility Locates	Fri 5/1/20	Thu 7/23/20
22	Site Visit / Determine Meter Locations	Mon 11/11/19	Fri 11/29/19
23	Existing Easement Research	Mon 11/18/19	Fri 12/6/19
24	<b>Construction Documents</b>	Thu 1/23/20	Thu 1/27/22
25	<b>Utility Base Mapping</b>	Thu 1/23/20	Wed 3/18/20
26	Utility Base Map Development	Thu 1/23/20	Wed 2/26/20
27	Utility Base Map Internal QC	Thu 2/27/20	Wed 3/4/20
28	Utility Base Map Town/Utility Owner Submittal	Thu 3/5/20	Thu 3/5/20
29	Utility Base Map Town Review and Comment	Fri 3/6/20	Wed 3/18/20
30	<b>Equipment Location Plan Development</b>	Thu 6/18/20	Wed 9/16/20
31	Equipment Location Plan Development	Thu 6/18/20	Wed 8/26/20
32	Equipment Location Plan Internal QC	Thu 8/27/20	Wed 9/2/20
33	Equipment Location Plan Town Submittal	Thu 9/3/20	Thu 9/3/20
34	Equipment Location Plan Town Review and Comment	Fri 9/4/20	Wed 9/16/20
35	<b>Conduit Routing Plan Development</b>	Fri 11/6/20	Thu 1/27/22
36	Conduit Routing Plan Development	Fri 11/6/20	Thu 12/30/21
37	Commercial/Customer-Owned Service Design	Wed 7/28/21	Wed 1/5/22

Project: 2019\_0226\_Schedule  
Date: Mon 8/24/20

Task: Solid blue bar  
 Split: Dotted blue bar  
 Milestone: Diamond symbol  
 Summary: Bracket symbol  
 Project Summary: Solid blue bar  
 Inactive Task: Dotted blue bar  
 Inactive Milestone: Diamond symbol  
 Inactive Summary: Bracket symbol  
 Manual Task: Solid teal bar  
 Duration-only: Dotted teal bar  
 Manual Summary Rollup: Solid teal bar  
 Manual Summary: Bracket symbol  
 Start-only: Solid teal bar  
 Finish-only: Dotted teal bar  
 External Tasks: Solid teal bar  
 External Milestone: Diamond symbol  
 Deadline: Green arrow  
 Progress: Solid blue bar  
 Manual Progress: Solid teal bar



ID	Task Name	Start	Finish
75	Utility Base Map Development	Thu 1/23/20	Wed 2/26/20
76	Utility Base Map Internal QC	Thu 2/27/20	Wed 3/4/20
77	Utility Base Map Town/Utility Owner Submittal	Thu 3/5/20	Thu 3/5/20
78	Utility Base Map Town Review and Comment	Fri 3/6/20	Wed 3/18/20
79	<b>Equipment Location Plan Development</b>	<b>Thu 6/18/20</b>	<b>Wed 9/16/20</b>
80	Equipment Location Plan Development	Thu 6/18/20	Wed 8/26/20
81	Equipment Location Plan Internal QC	Thu 8/27/20	Wed 9/2/20
82	Equipment Location Plan Town Submittal	Thu 9/3/20	Thu 9/3/20
83	Equipment Location Plan Town Review and Comment	Fri 9/4/20	Wed 9/16/20
84	<b>Conduit Routing Plan Development</b>	<b>Fri 11/6/20</b>	<b>Thu 1/27/22</b>
85	Conduit Routing Plan Development	Fri 11/6/20	Thu 12/30/21
86	Commercial/Customer-Owned Service Design	Wed 7/28/21	Wed 1/5/22
87	Landscaping Plan	Wed 7/28/21	Wed 1/5/22
88	Technical Specifications	Wed 7/28/21	Wed 1/5/22
89	Conduit Routing Plan Internal QC	Thu 1/6/22	Wed 1/26/22
90	Conduit Routing Plan Town/CMAR Submittal	Thu 1/27/22	Thu 1/27/22
91			
92	<b>Permitting Activities - Phase 6 South</b>	<b>Fri 1/14/22</b>	<b>Thu 7/14/22</b>
93	FDOT Utility Permit Application	Fri 1/14/22	Thu 1/27/22
94	FDOT Utility Permit Application Review Process	Fri 1/28/22	Thu 3/24/22
95	FDOT Landscaping Permit Application	Fri 1/14/22	Thu 1/27/22
96	FDOT Landscaping Permit Application Review and MMOA Execution Process	Fri 1/28/22	Thu 7/14/22
97			
98	<b>Bid Phase - Phase 6 South</b>	<b>Fri 5/28/21</b>	<b>Wed 4/13/22</b>
99	CMAR Procurement	Fri 5/28/21	Tue 9/28/21
100	CMAR Recommendation and Award	Tue 10/12/21	Tue 10/12/21
101	Preconstruction Services	Tue 10/26/21	Wed 4/13/22
102	Bidding/GMP Development	Fri 1/28/22	Thu 3/17/22
103	GMP Review/Negotiation	Fri 3/18/22	Mon 3/28/22
104			
105	Town Council GMP Review and Award (Phases 6 North and South)	Tue 4/12/22	Tue 4/12/22
106			
107	Start Construction (Phases 6 North and South)	Mon 5/2/22	Mon 5/2/22

Project: 2019\_0226\_Schedule  
Date: Mon 8/24/20

Vincent G. Burkhardt  
President



# Executive Summary



TOWN-WIDE OVERHEAD UTILITY UNDERGROUNDING  
 PHASE 2 SOUTH  
 PRELIMINARY SCHEDULE  
 RFQ No. 2019-03



ID	Task Name	% Compl	Duration	Start	Finish
1	<b>PHASE 2 SOUTH</b>	<b>17%</b>	<b>525 days</b>	<b>Mon 3/16/20</b>	<b>Fri 3/18/22</b>
2	Town Council Approval	10...	1 day	Tue 11/12/19	Tue 11/12/19
3	Award Prime Contract	10...	5 days	Tue 11/12/19	Mon 11/18/19
4	Permitting	10...	20 days	Tue 11/12/19	Mon 12/9/19
5	Customer Owned Service Connection Permitting	10...	20 days	Tue 11/12/19	Mon 12/9/19
6	Sub Contract Agreements	10...	20 days	Tue 11/12/19	Mon 12/9/19
7	Material Procurement	10...	20 days	Tue 11/12/19	Mon 12/9/19
8	Underground Conduit Installation, Primary/Secondary (FPL, ATT, Comcast)	30%	350 days	Mon 3/16/20	Fri 7/16/21
9	As-Built Submission / Review (FPL)	20%	311 days	Fri 5/15/20	Fri 7/23/21
10	Secondary Services / Wire	0%	204 days	Thu 9/24/20	Tue 7/6/21
11	Feeder Splice Box Installation	25%	161 days	Tue 11/24/20	Tue 7/6/21
12	Set Transformers / Switch Cabinets (FPL)	15%	161 days	Tue 11/24/20	Tue 7/6/21
13	Pull Wire / Terminations Primary (FPL)	0%	181 days	Tue 1/5/21	Tue 9/14/21
14	*ATT Rod Conduit, Pull Wire, Set Pedestals	0%	120 days	Tue 1/5/21	Mon 6/21/21
15	*Comcast Pull Wire, Set Pedestals	0%	120 days	Tue 1/5/21	Mon 6/21/21
16	Cut over / Overhead Removal (ATT/Comcast)	0%	40 days	Mon 6/28/21	Fri 8/20/21
17	Energize Underground (FPL)	0%	40 days	Fri 8/27/21	Thu 10/21/21
18	Secondary Service Switch Over (FPL)	0%	50 days	Fri 8/27/21	Thu 11/4/21
19	** Demo Overhead / Remove Poles (FPL) / Final Restoration	0%	72 days	Thu 11/4/21	Fri 2/11/22
20	*This Work Will Be Performed By ATT/COMCAST Crews, All Other Work Is Anticipated To Be Performed By A Subcontractor Under The Direction Of Burkhardt Construction, Inc.	0%			
21	**This Work Must Be Performed By FPL Crews, All Other Work Is Anticipated To Be Performed By A Subcontractor Under The Direction Of Burkhardt Construction, Inc.	0%			



TOWN-WIDE OVERHEAD UTILITY UNDERGROUNDING  
 PHASE 3 NORTH  
 PRELIMINARY SCHEDULE  
 RFQ No. 2018-03



ID	Task Name	% Complete	Duration	Start	Finish	Timeline											
						Qtr 3, 2019	Qtr 4, 2019	Qtr 1, 2020	Qtr 2, 2020	Qtr 3, 2020	Qtr 4, 2020	Qtr 1, 2021	Qtr 2, 2021				
						Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	
1	<b>PHASE 3 NORTH</b>	<b>77%</b>	<b>444 days?</b>	<b>Wed 8/14/19</b>	<b>Mon 4/26/21</b>												
2	Town Council Approval	100%	1 day	Wed 8/14/19	Wed 8/14/19												
3	Award Prime Contract	100%	13 days	Thu 8/15/19	Mon 9/2/19												
4	Permitting	100%	14 days	Thu 8/15/19	Tue 9/3/19												
5	Customer Owned Service Connection Permitting	100%	14 days	Thu 8/15/19	Tue 9/3/19												
6	Sub Contract Agreements	100%	14 days	Thu 8/15/19	Tue 9/3/19												
7	Material Procurement	100%	55 days	Tue 8/20/19	Sun 11/3/19												
8	Underground Conduit Installation, Primary/Secondary (FPL, ATT, Comcast)	99%	240 days	Mon 11/4/19	Fri 10/2/20												
9	As-Built Submission / Review (FPL)	90%	200 days	Fri 1/3/20	Thu 10/8/20												
10	Secondary Services / Wire	95%	100 days	Fri 5/8/20	Thu 9/24/20												
11	Feeder Splice Box Installation	100%	55 days	Fri 7/10/20	Thu 9/24/20												
12	Set Transformers / Switch Cabinets (FPL)	99%	55 days	Fri 7/10/20	Thu 9/24/20												
13	Pull Wire / Terminations Primary (FPL)	80%	85 days	Fri 8/14/20	Thu 12/10/20												
14	*ATT Rod Conduit, Pull Wire, Set Pedestals	0%	55 days	Fri 8/14/20	Thu 10/29/20												
15	*Comcast Pull Wire, Set Pedestals	60%	55 days	Fri 8/14/20	Thu 10/29/20												
16	Cut over / Overhead Removal (ATT/Comcast)	0%	20 days	Fri 11/6/20	Thu 12/3/20												
17	Energize Underground (FPL)	0%	20 days	Tue 12/15/20	Mon 1/11/21												
18	Secondary Service Switch Over (FPL)	0%	35 days	Tue 12/15/20	Mon 2/1/21												
19	** Demo Overhead / Remove Poles (FPL) / Final Restoration	0%	57 days	Fri 2/5/21	Mon 4/26/21												
20	*This Work Will Be Performed By ATT/COMCAST Crews, All Other Work Is Anticipated To Be Performed By A Subcontractor Under The Direction Of Burkhardt Construction, Inc.	0%															
21	**This Work Must Be Performed By FPL Crews, All Other Work Is Anticipated To Be Performed By A Subcontractor Under The Direction Of Burkhardt Construction, Inc.	0%															



**Underground Utility Project Budget  
Project Financial Summary  
July 31, 2020**

Expenditures	Original OPC	Dec 2019 OPC	Budget	Actual	% Expended
<b>Phase 1</b>	\$ 12,620,000	\$ 12,910,000	\$ 12,829,947	\$ 12,843,681	100.1%
<b>Phase 2</b>	\$ 9,170,000	\$ 13,470,000	\$ 12,915,885	\$ 6,677,746	51.7%
<b>Phase 3</b>	\$ 10,910,000	\$ 15,400,000	\$ 6,088,978	\$ 4,817,992	79.1%
<b>Phase 4</b>	\$ 10,370,000	\$ 15,220,000	\$ 1,335,096	\$ 1,004,364	75.2%
<b>Phase 5 (Includes \$8.5 Million FEMA Grant Offset)</b>	\$ 14,090,000	\$ 11,694,645	\$ 1,609,805	\$ 504,822	31.4%
<b>Phase 6</b>	\$ 16,820,000	\$ 20,800,000	\$ 1,921,608	\$ 404,287	21.0%
<b>Phase 7</b>	\$ 11,730,000	\$ 15,910,000	\$ -	\$ -	
<b>Phase 8</b>	\$ 12,300,000	\$ 14,500,000	\$ -	\$ -	
<b>Total Project Costs To Date</b>	<b>\$ 98,010,000</b>	<b>\$ 119,904,645</b>	<b>\$ 36,701,320</b>	<b>\$ 26,252,892</b>	<b>71.5%</b>
<b>Other Costs Associated Directly with the Project (Page 8)</b>	<b>\$ 570,000</b>	<b>\$ 1,180,414</b>	<b>\$ 1,180,414</b>	<b>\$ 928,441</b>	<b>78.7%</b>
<b>Grand Total of Costs Related to Project</b>	<b>\$ 98,580,000</b>	<b>\$ 121,085,059</b>	<b>\$ 37,881,734</b>	<b>\$ 27,181,332</b>	<b>71.8%</b>
<b>Debt Service and Related Debt Issuance Costs (Page 8)</b>			<b>\$ 6,098,350</b>	<b>\$ 4,636,639</b>	<b>76.0%</b>
<b>Total Other Costs Outside Underground Budget (Page 8)</b>			<b>\$ 1,158,567</b>	<b>\$ 2,018,761</b>	<b>174.2%</b>
<b>Grand Total of All Costs Related to the Project</b>	<b>\$ 98,580,000</b>	<b>\$ 121,085,059</b>	<b>\$ 39,040,301</b>	<b>\$ 29,200,093</b>	<b>74.8%</b>

<b>Total Project Budget - Opinion of cost for construction</b>	<b>\$ 121,085,059</b>
<b>% Budgeted/Encumbered To Date Project Costs</b>	<b>31.29%</b>
<b>% Spent to Date - Project Costs</b>	<b>22.45%</b>

**Project Revenues Received**

Revenues	Budget	Actual	% of Budget
<b>Revenues</b>			
Prepaid Assessments	\$ -	\$ 11,980,202	0.0%
Assessment Revenue	\$ 13,380,000	\$ 12,954,146	96.8%
Commercial Paper	\$ -	\$ -	0.0%
Town Owned Property Prepaid Assessments	\$ 2,797,291	\$ 2,797,291	100.0%
Interest on Assessment Escrow	\$ -	\$ 396,389	0.0%
Interest	\$ 512,000	\$ 2,162,897	422.4%
GO Bond Proceeds	\$ 60,500,000	\$ 60,499,897	100.0%
1 Cent Sales Tax	\$ 5,000,000	\$ 1,916,667	38.3%
FPL		\$ 450,246	0.0%
FEMA Grant	\$ 8,500,000	\$ -	0.0%
<b>Other</b>			
Kevin McGann - CO #9	\$ -	\$ 34,900	0.0%
Donations - Civic Association	\$ 49,250	\$ 49,250	100.0%
Transfer from (307) Fund CIP	\$ 760,200	\$ 760,200	100.0%
Transfer from (001) General Fund - PM Salary	\$ 409,450	\$ 385,375	94.1%
<b>Total Project Revenues</b>	<b>\$ 91,908,191</b>	<b>\$ 94,387,460</b>	<b>102.7%</b>

**Underground Utility Project Budget**  
**Phase 1 Project Costs**  
**July 31, 2020**

	Original OPC	Dec 2019 OPC	Budget	Actual	% Expended
<b>Project Engineering</b>					
Task 2.1 - Detailed Design North End	590,000		472,063	472,063	100.0%
Task 2.2 - Detailed Design South End	740,000		619,411	619,411	100.0%
Task 2.3 - Permitting Assistance			17,790	17,790	100.0%
Task 2.4 - Bid Phase Assistance			42,166	42,166	100.0%
Task 2.5 - Meetings - Design Phase			125,399	125,383	100.0%
<b>Subtotal Design Phase</b>	<b>\$ 1,330,000</b>	<b>\$ 1,280,000</b>	<b>\$ 1,276,829</b>	<b>\$ 1,276,813</b>	<b>100.0%</b>
<b>Construction Costs</b>					
<b>Phase 1 North Construction</b>					
Preconstruction			\$ 19,720	19,720	100.0%
Burkhardt Construction			\$ 3,598,144	3,598,144	100.0%
Street Light Conversion			\$ 26,273	113,399	431.6%
Change Order for AT&T and Comcast Conduit			\$ 371,201	371,201	100.0%
Other Change orders			\$ 130,415	130,415	100.0%
Utility Design Costs			\$ 15,595	15,595	100.0%
Utility Construction Costs (FPL, Comcast, AT&T)			\$ 476,776	483,548	101.4%
Construction Engineering (KH)			\$ 230,532	205,818	89.3%
	<b>\$ 4,210,000</b>	<b>\$ 4,930,000</b>	<b>\$ 4,868,657</b>	<b>\$ 4,937,840</b>	<b>101.4%</b>
<b>Phase 1 South Construction</b>					
Preconstruction			\$ 22,200	22,200	100.0%
Whiting Turner Construction			\$ 4,450,977	4,450,977	100.0%
Change Order for AT&T and Comcast Conduit			\$ 125,147	125,147	100.0%
Other Approved Change Orders			\$ 12,749	12,749	100.0%
Utility Design Costs			\$ 33,013	33,013	100.0%
Utility Construction Costs (FPL, Comcast, AT&T)			\$ 1,374,193	1,362,028	99.1%
Construction Engineering (KH)			\$ 316,498	315,453	99.7%
	<b>\$ 6,800,000</b>	<b>\$ 6,350,000</b>	<b>\$ 6,334,777</b>	<b>\$ 6,321,566</b>	<b>99.8%</b>
Easement Recording Fees			\$ 347	\$ 740	
<b>Legal Costs/Easement Acquisition - Jones Foster</b>	<b>\$ 280,000</b>	<b>\$ 350,000</b>	<b>\$ 301,359</b>	<b>\$ 306,723</b>	<b>101.8%</b>
Legal Sketch and Description - Easements			34,000	33,215	97.7%
<b>Easement Abandonment</b>					
Surveying			\$ 13,978		
Temp Service					
<b>Total Phase 1 Costs</b>	<b>\$ 12,620,000</b>	<b>\$ 12,910,000</b>	<b>\$ 12,829,947</b>	<b>\$ 12,843,681</b>	<b>100.1%</b>

**Underground Utility Project Budget**  
**Phase 2 Project Costs**  
**July 31, 2020**

	Original OPC	Dec 2019 OPC	Budget	Actual	% Expended
<b>Phase 2 Design</b>					
<b>Kimley Horn</b>					
Task 1.1 Phase 2 North Design	335,000		\$ 281,304	\$ 281,304	100.0%
Task 1.2 Phase 2 South Design	400,000		\$ 335,353	\$ 335,353	100.0%
Task 1.3 Permitting Assistance North and South			\$ 12,674	\$ 12,674	100.0%
Task 1.4 Bid Phase Assistance North and South			\$ 40,565	\$ 40,565	100.0%
Task 1.6 Meetings North and South			\$ 136,617	\$ 129,348	94.7%
<b>Total Phase 2 Design</b>	<b>\$ 735,000</b>	<b>\$ 807,000</b>	<b>\$ 806,513</b>	<b>\$ 799,244</b>	<b>99.1%</b>
<b>Construction Costs</b>					
<b>Phase 2 North Construction</b>					
Preconstruction			\$ 35,000	31,970	91.3%
Burkhardt Construction			\$ 4,015,865	3,809,827	94.9%
Approved Change Orders			\$ -	-	
FPL Design Cost			\$ 11,759	1,350	11.5%
ATT Design Cost			\$ 5,000	\$ 5,000	100.0%
Comcast Design Cost				\$ 4,582	
Utility Costs (FPL, Comcast, AT&T)			\$ 496,307	\$ 496,307	100.0%
FPL - Additional Vista Switches				\$ 54,938	
Street Light Conversion			\$ 19,186	\$ 19,186	100.0%
Construction Engineering (KH)			\$ 248,121	\$ 225,888	91.0%
<b>Total Phase 2 North Construction</b>	<b>3,800,000</b>	<b>5,020,000</b>	<b>\$ 4,831,238</b>	<b>\$ 4,649,049</b>	<b>96.2%</b>
<b>Phase 2 South Construction</b>	<b>-</b>				
Preconstruction			\$ 35,000	-	
Burkhardt Construction			\$ 6,494,596	767,614	11.8%
Approved Change Orders			\$ -		
FPL Design Cost			\$ 13,330	14,200	106.5%
ATT Design Cost			\$ 5,000	\$ 5,000	100.0%
Comcast Design Cost			\$ 5,000	\$ 4,582	91.6%
Utility Costs (FPL, Comcast, AT&T)			\$ 200,000	\$ 123,948	62.0%
Street Light Conversion			\$ 20,000	\$ 19,268	96.3%
Construction Engineering (KH)			\$ 282,973	\$ 90,974	32.1%
<b>Total Phase 2 South Construction</b>	<b>4,435,000</b>	<b>7,424,000</b>	<b>\$ 7,055,899</b>	<b>\$ 1,025,586</b>	<b>14.5%</b>
<b>Easement Acquisition/Abandonment</b>	<b>200,000</b>	<b>219,000</b>			
<i>Kimley Horn Easement Assistance</i>					
Task 1.5 Easement Assistance North			\$ 64,936	\$ 64,935	100.0%
Task 1.5 Easement Assistance South			\$ 77,466	\$ 77,467	100.0%
<i>Surveys</i>					
Task 1.7 Legal Sketch North			\$ 14,020	\$ 14,020	100.0%
Task 1.7 Legal Sketch South			\$ 21,725	\$ 19,659	90.5%
Advertising				\$ 1,101	
Jones Foster - Legal			\$ 25,000	\$ 23,325	93.3%
Postage			\$ -	\$ 491	
Recording Costs			\$ 3,605	\$ 2,869	79.6%
Easement Abandonment			\$ 15,484	\$ -	0.0%
<b>Total Easement Acquisition Costs</b>	<b>200,000</b>	<b>219,000</b>	<b>\$ 222,236</b>	<b>\$ 203,867</b>	<b>91.7%</b>
<b>Total Phase 2 Costs</b>	<b>\$ 9,170,000</b>	<b>\$ 13,470,000</b>	<b>\$ 12,915,885</b>	<b>\$ 6,677,746</b>	<b>51.7%</b>

**Underground Utility Project Budget**  
**Phase 3 Project Costs**  
**July 31, 2020**

	Original OPC	Dec 2019 OPC	Budget	Actual	% Expended
<b>Phase 3 Design</b>					
<b>Kimley Horn</b>					
Task 1.1 Phase 3 North Design	\$ 325,000		\$ 280,189	\$ 280,189	100.0%
Task 1.2 Phase 3 South Design	\$ 535,000		\$ 486,333	\$ 486,323	100.0%
Task 1.3 Permitting Assistance			\$ 13,739	\$ 8,243	60.0%
Task 1.4 Bid Phase Assistance			\$ 36,834	\$ 18,417	50.0%
Task 1.5 Meetings			\$ 77,411	\$ 76,626	99.0%
<b>Total Phase 3 Design</b>	<b>\$ 860,000</b>	<b>\$ 895,000</b>	<b>\$ 894,505</b>	<b>\$ 869,797</b>	<b>97.2%</b>
<b>Construction Costs</b>					
<b>Phase 3 North Construction</b>	<b>\$ 3,700,000</b>	<b>\$ 5,300,000</b>			
Preconstruction			\$ 24,580	\$ 24,580	100.0%
Construction - Burkhardt			\$ 4,042,171	\$ 2,854,089	70.6%
Approved Change Orders					
FPL Design Cost			\$ 12,850	\$ 1,350	10.5%
ATT Design Cost				\$ 5,000	
Comcast Design Cost				\$ 3,128	
FPL Construction			\$ 87,101	\$ 87,101	100.0%
Street Light Conversion				\$ 4,249	
Utility Costs (Comcast & ATT)				\$ 155,330	
Construction Engineering (KH)			\$ 236,976	\$ 139,886	59.0%
Daniella Construction - Nightingale/LaPuerta - Townwide portion			\$ 243,470	\$ 243,470	100.0%
FPL Nightingale/LaPuerta - Townwide Portion			\$ 74,900	\$ 74,900	100.0%
Comcast Nightingale/LaPuerta - Townwide Portion			\$ 8,885	\$ 8,885	100.0%
AT&T Nightingale/LaPuerta Townwide Portion			\$ 30,555	\$ 30,555	100.0%
<b>Total Phase 3 North Construction</b>	<b>\$ 3,700,000</b>	<b>\$ 5,300,000</b>	<b>\$ 4,761,488</b>	<b>\$ 3,632,521</b>	<b>76.3%</b>
<b>Phase 3 South Construction</b>	<b>\$ 6,090,000</b>	<b>\$ 8,875,000</b>			
Preconstruction					
Construction					
Approved Change Orders					
FPL Design Cost			\$ 11,359	6,950	61.2%
ATT Design Cost			\$ 5,000	5,000	100.0%
Comcast Design Cost			\$ 3,128	3,128	100.0%
Construction Engineering (KH)					
<b>Total Phase 3 South Construction</b>	<b>\$ 6,090,000</b>	<b>\$ 8,875,000</b>	<b>\$ 19,487</b>	<b>\$ 15,078</b>	<b>77.4%</b>
<b>Easement Acquisition/Abandonment</b>	<b>\$ 260,000</b>	<b>\$ 330,000</b>			
<i>Kimley Horn Easement Assistance</i>					
Task 1 Easement Assistance North and South			\$ 273,390	\$ 270,913	99.1%
Legal Advertising				\$ 1,076	
Easement Amendment			\$ 49,285	\$ 12,892	
<i>Surveys</i>					
Task Legal Sketch South			\$ 37,436		
Jones Foster - Legal			\$ 25,000	\$ 11,775	
Recording Costs				\$ 3,939	
Easement Abandonment			\$ 28,387	\$ -	
<b>Total Easement Acquisition Costs</b>	<b>\$ 260,000</b>	<b>\$ 330,000</b>	<b>\$ 413,498</b>	<b>\$ 300,596</b>	<b>72.7%</b>
<b>Total Phase 3 Costs</b>	<b>\$ 10,910,000</b>	<b>\$ 15,400,000</b>	<b>\$ 6,088,978</b>	<b>\$ 4,817,992</b>	<b>79.1%</b>

**Underground Utility Project Budget**  
**Phase 4 Project Costs**  
**July 31, 2020**

	Original OPC	Dec 2019 OPC	Budget	Actual	% Expended
<b>Phase 4 Design</b>					
<b>Kimley Horn</b>					
Task 1.1 Phase 4 North Design	\$ 402,000		\$ 312,317	281,085	90.0%
Task 1.2 Phase 4 South Design	\$ 413,000		\$ 451,284	293,335	65.0%
Task 1.3 Permitting Assistance			\$ 14,468	-	0.0%
Task 1.4 Bid Phase Assistance			\$ 37,899	-	0.0%
Task 1.6 Meetings			\$ 77,911	66,741	85.7%
<b>Total Phase 4 Design</b>	<b>\$ 815,000</b>	<b>\$ 894,000</b>	<b>\$ 893,879</b>	<b>641,161</b>	<b>71.7%</b>
<b>Construction Costs</b>					
<b>Phase 4 North Construction</b>	<b>4,605,000</b>	<b>6,275,000</b>			
Preconstruction					
Construction					
Approved Change Orders					
FPL Design Cost			\$ 12,757		
ATT Design Cost				5,000	
Comcast Design Cost				3,128	
Utility Costs (FPL, Comcast, AT&T)					
Construction Engineering (KH)					
<b>Total Phase 4 North Construction</b>	<b>\$ 4,605,000</b>	<b>\$ 6,275,000</b>	<b>\$ 12,757</b>	<b>8,128</b>	<b>63.7%</b>
<b>Phase 4 South Construction</b>	<b>4,710,000</b>	<b>7,640,000</b>			
Preconstruction					
Construction					
Approved Change Orders					
FPL Design Cost			\$ 13,160	1,350	
ATT Design Cost				5,000	
Comcast Design Cost				3,128	
Utility Costs (FPL, Comcast, AT&T)					
Construction Engineering (KH)					
<b>Total Phase 4 South Construction</b>	<b>\$ 4,710,000</b>	<b>\$ 7,640,000</b>	<b>\$ 13,160</b>	<b>9,478</b>	<b>72.0%</b>
<b>Easement Acquisition/Abandonment</b>	<b>\$ 240,000</b>	<b>\$ 411,000</b>			
<i>Kimley Horn Easement Assistance</i>					
Easement Assistance (KH)			\$ 280,270	280,184	100.0%
Easement Assistance (KH) -- Switches			\$ 67,747	36,105	53.3%
<i>Surveys</i>					
Legal Sketch			\$ 38,230	26,455	69.2%
Legal Sketch - Switches			\$ 4,967		
Jones Foster - Legal					
Recording Costs				2,853	
Easement Abandonment			\$ 24,086		
<b>Total Easement Acquisition Costs</b>	<b>\$ 240,000</b>	<b>\$ 411,000</b>	<b>\$ 415,300</b>	<b>345,598</b>	<b>83.2%</b>
<b>Total Phase 4 Costs</b>	<b>\$ 10,370,000</b>	<b>\$ 15,220,000</b>	<b>\$ 1,335,096</b>	<b>1,004,364</b>	<b>75.2%</b>

**Underground Utility Project Budget**  
**Phase 5 Project Costs**  
**July 31, 2020**

	Original OPC	Dec 2019 OPC	Budget	Actual	% Expended
<b>Phase 5</b>					
<b>Kimley Horn</b>					
Task 1.1 Phase 5 North Design	\$ 520,000		\$ 454,210	\$ 172,600	38.0%
Task 1.2 Phase 5 South Design	\$ 600,000		\$ 606,951	\$ 230,641	38.0%
Task 1.3 Permitting Assistance North					0.0%
Task 1.3 Permitting Assistance South			\$ 17,100		0.0%
Task 1.4 Bid Phase Assistance North			\$ 37,899		0.0%
Task 1.4 Bid Phase Assistance South					0.0%
Task 1.6 Meetings North			\$ 77,911	\$ 20,383	26.2%
Task 1.6 Meetings South					0.0%
<b>Total Phase 5 Design</b>	<b>\$ 1,120,000</b>	<b>\$ 1,195,000</b>	<b>\$ 1,194,071</b>	<b>\$ 423,624</b>	<b>35.5%</b>
<b>Construction Costs</b>					
<b>Phase 5 North Construction</b>	<b>\$ 5,890,000</b>	<b>\$ 8,055,000</b>			
Preconstruction					
Construction					
Utility Costs (FPL, Comcast, AT&T)					
AT&T Design			\$ 5,000	5,000	100.0%
FPL Design Costs			\$ 16,223	17,573	108.3%
Construction Engineering (KH)					
<b>Total Phase 5 North Construction</b>	<b>\$ 5,890,000</b>	<b>\$ 8,055,000</b>	<b>\$ 21,223</b>	<b>\$ 22,573</b>	<b>106.4%</b>
<b>Phase 5 South Construction</b>	<b>\$ 6,750,000</b>	<b>\$ 10,545,000</b>			
Preconstruction					
Construction					
Utility Costs (FPL, Comcast, AT&T)					
AT&T Design			\$ 5,000	5,000	100.0%
FPL Design Costs			\$ 19,283	20,633	107.0%
Construction Engineering (KH)					
<b>Total Phase 5 South Construction</b>	<b>\$ 6,750,000</b>	<b>\$ 10,545,000</b>	<b>\$ 24,283</b>	<b>\$ 25,633</b>	<b>105.6%</b>
<b>Easement Acquisition/Abandonment</b>	<b>\$ 330,000</b>	<b>\$ 365,000</b>			
<i>Kimley Horn Easement Assistance</i>					
<i>Easement Assistance</i>			\$ 218,600	\$ 29,299	13.4%
<i>Easement Assistance</i>			\$ 81,086	\$ 3,581	4.4%
<i>Surveys</i>					
<i>Legal Sketch</i>			\$ 41,080		
<i>Jones Foster - Legal</i>					
<i>Recording Costs</i>				\$ 111	
<i>Easement Abandonment</i>			\$ 29,462	\$ -	
<b>Total Easement Acquisition Costs</b>	<b>\$ 330,000</b>	<b>\$ 365,000</b>	<b>\$ 370,228</b>	<b>\$ 32,992</b>	<b>8.9%</b>
<b>Fema Grant</b>		<b>\$ (8,465,355)</b>			
<b>Total Phase 5 Costs</b>	<b>\$14,090,000</b>	<b>\$11,694,645</b>	<b>\$ 1,609,805</b>	<b>\$ 504,822</b>	<b>31.4%</b>

**Underground Utility Project Budget**  
**Phase 6 Project Costs**  
**July 31, 2020**

	OPC	Dec 2019 OPC	Budget	Actual	% Expended
<b>Phase 6 Design</b>					
<b>Kimley Horn</b>					
Task 1.1 Phase 6 North Design	\$ 420,000		\$ 475,019	\$ 128,255	27.0%
Task 1.2 Phase 6 South Design	\$ 940,000		\$ 826,551	\$ 231,434	28.0%
Task 1.3 Permitting Assistance North					0.0%
Task 1.3 Permitting Assistance South			\$ 17,694		0.0%
Task 1.4 Bid Phase Assistance North			\$ 35,938		0.0%
Task 1.4 Bid Phase Assistance South					0.0%
Task 1.6 Meetings North			\$ 84,791	\$ 5,675	6.7%
<b>Total Phase 6 Design</b>	<b>\$ 1,360,000</b>	<b>\$ 1,440,000</b>	<b>\$ 1,439,993</b>	<b>\$ 365,364</b>	<b>25.4%</b>
<b>Utility and Construction Costs</b>					
<b>Phase 6 North Construction</b>	<b>\$ 4,790,000</b>	<b>\$ 6,615,000</b>			
Preconstruction					
Construction					
Approved Change Orders					
FPL Design Cost			\$ 15,868	15,868	100.0%
ATT Design Cost					
Comcast Design Cost					
Utility Costs (FPL, Comcast, AT&T)					
Construction Engineering (KH)					
<b>Total Phase 6 North Construction</b>	<b>\$ 4,790,000</b>	<b>\$ 6,615,000</b>	<b>\$ 15,868</b>	<b>\$ 15,868</b>	<b>100.0%</b>
<b>Phase 6 South Construction</b>	<b>\$ 10,270,000</b>	<b>\$ 12,298,000</b>			
Preconstruction					
Construction					
Approved Change Orders					
FPL Design Cost			\$ 19,394	19,394	100.0%
ATT Design Cost					
Comcast Design Cost					
Utility Costs (FPL, Comcast, AT&T)					
Construction Engineering (KH)					
<b>Total Phase 6 South Construction</b>	<b>\$ 10,270,000</b>	<b>\$ 12,298,000</b>	<b>\$ 19,394</b>	<b>\$ 19,394</b>	<b>100.0%</b>
<b>Easement Acquisition/Abandonment</b>	<b>\$ 400,000</b>	<b>\$ 447,000</b>			
<i>Kimley Horn Easement Assistance</i>					
Easement Assistance			\$ 351,594	\$ 3,385	1.0%
<i>Surveys</i>					
Legal Sketch			\$ 58,415		0.0%
Jones Foster - Legal					
Recording Costs				\$ 276	
Easement Abandonment			\$ 36,344	\$ -	0.0%
<b>Total Easement Acquisition Costs</b>	<b>\$ 400,000</b>	<b>\$ 447,000</b>	<b>\$ 446,353</b>	<b>\$ 3,661</b>	<b>0.8%</b>
<b>Total Phase 6 Costs</b>	<b>\$ 16,820,000</b>	<b>\$ 20,800,000</b>	<b>\$ 1,921,608</b>	<b>\$ 404,287</b>	<b>21.0%</b>

**Underground Utility Project Budget**  
**Other Project Costs**  
**July 31, 2020**

<b>Master Plan</b>	<b>Budget</b>	<b>Actual</b>	<b>% Expended</b>
Task 1.1 - Data Collection & GIS Base Mapping	\$ 88,021	\$ 88,021	100.0%
Task 1.1a Data Collection for Future Communications	\$ 23,511	\$ 23,511	100.0%
Task 1.2 - Conceptual Design and Master Plan	\$ 161,756	\$ 161,756	100.0%
Task 1.3 - Project Sequencing and Phasing	\$ 31,244	\$ 31,244	100.0%
Task 1.4 - Assessment of Traffic Impacts	\$ 77,660	\$ 77,660	100.0%
Task 1.5 - Project Delivery Methods	\$ 17,448	\$ 17,448	100.0%
Task 1.6 - Master Plan Document	\$ 45,053	\$ 45,053	100.0%
Task 1.7 - Meetings Master Planning Phase	\$ 113,135	\$ 113,123	100.0%
Task 1.8 - Master Plan Second Half	\$ 40,067	\$ 40,067	100.0%
<b>Subtotal Master Planning</b>	<b>\$ 597,895</b>	<b>\$ 597,883</b>	<b>100.0%</b>
Comcast Preplanning - Master Plan		\$ 12,015	
Easement Abandonment	\$ 200,000	\$ 7,645	3.8%
Community Outreach	\$ 282,519	\$ 210,898	74.6%
Peer Review Study - Patterson & Dewar (\$50,000 Offsetting Revenue)	\$ 100,000	\$ 100,000	100.0%
<b>Total Other Project Costs</b>	<b>\$ 1,180,414</b>	<b>\$ 928,441</b>	<b>78.7%</b>

**Debt Service and Related Debt Issuance Costs**

	<b>Budget</b>	<b>Actual</b>	<b>% Expended</b>
Commercial Paper Issuance Cost		\$ 195,366	
Commercial Paper Fees		\$ 52,252	
Commercial Paper Interest		\$ 243,096	
GO Bond Closing Costs		\$ 487,471	
GO Bond Debt Service	\$ 6,098,350	\$ 5,852,631	96.0%
<b>Total Debt Service and Related Debt Issuance Costs</b>	<b>\$ 6,098,350</b>	<b>\$ 6,830,814</b>	<b>112.0%</b>

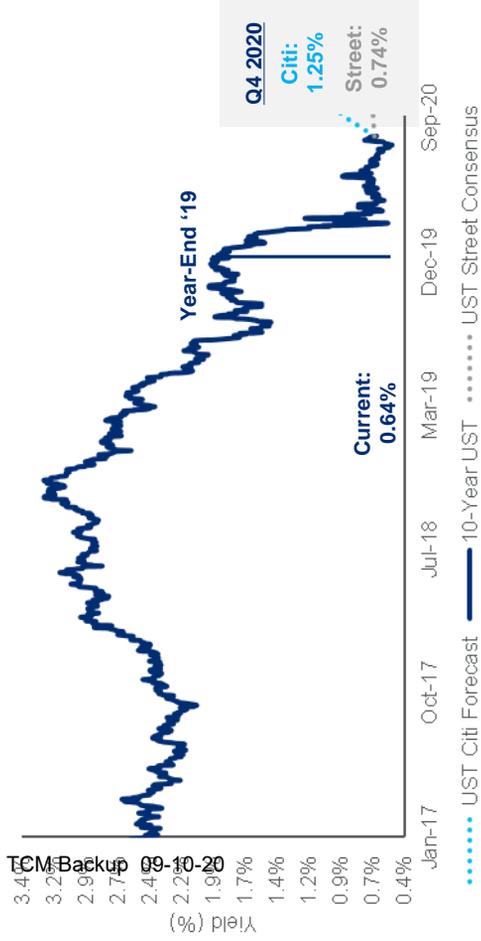
**Related Costs Outside of the Underground Project Budget**

	<b>Budget</b>	<b>Actual</b>	<b>% Expended</b>
<b>Costs paid from (307) Fund CIP</b>			
<b>Underground City of Lake Worth Section</b>			
Project Design	\$ 25,231	\$ 24,430	96.8%
Project Construction	\$ 351,081	\$ 346,124	98.6%
Project Construction Engineering	\$ 11,607	\$ 12,849	110.7%
Utility Cost (FPL, Comcast, AT&T)	\$ 134,333	\$ 127,531	94.9%
Project Meeting Attendance	\$ 3,334	\$ 2,914	87.4%
<b>Total Lake Worth Section</b>	<b>\$ 525,586</b>	<b>\$ 513,847</b>	<b>97.8%</b>
Ibis Way PGD Improvements	\$ 14,583	\$ 14,583	100.0%
<b>General Fund Costs</b>			
Goldmacher v TPB Legal and Other Costs		\$ 183,701	
Kosberg v TPB Legal and Other Costs		\$ 525,260	
PBT Real Estate v TPB		\$ 159,408	
Gardner, Bist Bowden, Bush (Shef Wright)		\$ 24,799	
Temp Services - Easement acquisition	\$ 40,000	\$ 58,137	145.3%
Project Manager -Pay and benefits	\$ 454,398	\$ 432,081	95.1%
Telecommunications Consultant	\$ 89,000	\$ 83,210	93.5%
Peter Brandt (Contract Negotiations)	\$ 35,000	\$ 23,735	67.8%
<b>Total Related Costs Outside of the Budget</b>	<b>\$ 1,158,567</b>	<b>\$ 2,018,761</b>	<b>174.2%</b>

# U.S. Rate Forecasts

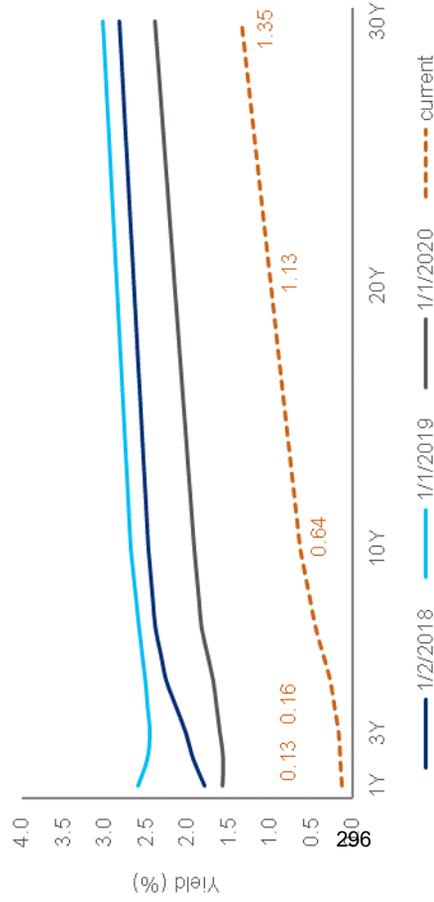
## 10-Year Treasury Yield Forecast

Citi is forecasting higher rates at year-end than the Street Consensus



## US Treasury Yield Curve

The yield curve has fallen significantly as the coronavirus outbreak has prompted the Federal Reserve to cut interest rates as investors put on a flight-to-quality trade



## Rate Forecasts

5-Year Treasury	Current	3Q20	4Q20	1Q21	2Q21	3Q21	4Q21
Citi's Forecast	0.27%	0.37%	0.50%	0.50%	0.50%	0.50%	0.50%
Economists' Consensus	0.27%	0.30%	0.35%	0.44%	0.53%	0.60%	0.65%

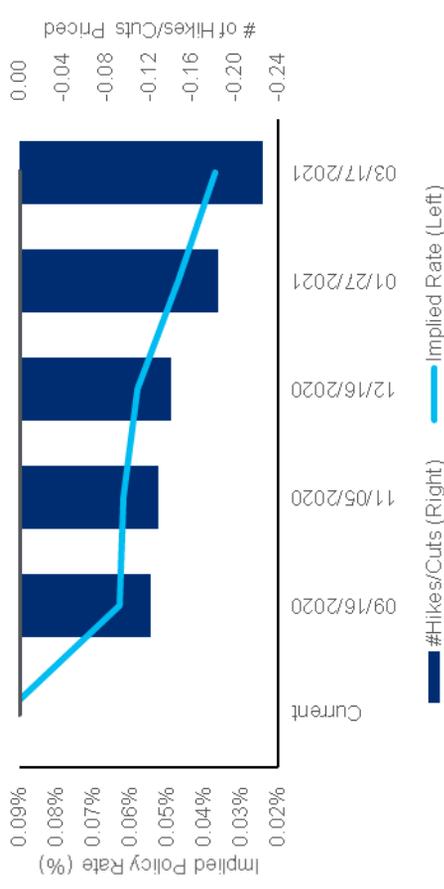
10-Year Treasury	Current	3Q20	4Q20	1Q21	2Q21	3Q21	4Q21
Citi's Forecast	0.64%	0.89%	1.25%	1.25%	1.25%	1.258%	1.25%
Economists' Consensus	0.64%	0.65%	0.74%	0.84%	0.94%	1.00%	1.01%

30-Year Treasury	Current	3Q20	4Q20	1Q21	2Q21	3Q21	4Q21
Citi's Forecast	1.35%	1.50%	1.75%	1.75%	1.75%	1.75%	1.75%
Economists' Consensus	1.35%	1.35%	1.42%	1.51%	1.61%	1.65%	1.75%

Fed Funds	Current	3Q20	4Q20	1Q21	2Q21	3Q21	4Q21
Citi's Forecast	0.25%	0.25%	0.25%	0.25%	0.25%	0.25%	0.50%
Economists' Consensus	0.25%	0.25%	0.25%	0.25%	0.25%	0.25%	0.25%

## Expectations of Fed Change in Interest Rates (Market View)

The market is pricing in lower interest rates throughout the next year



# TOWN OF PALM BEACH

Information for Town Council Meeting on: September 10, 2020

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TO: Mayor and Town Council

VIA: Kirk Blouin, Town Manager

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

RE: Approve a Purchase Order for Easement Acquisition Support Services to Kimley-Horn and Associates, Inc. (KHA) for Phase 4, 7, and 8 of the Town-Wide Undergrounding Utilities Program  
**Resolution No. 89-2020**

DATE: August 24, 2020

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## **STAFF RECOMMENDATION**

Town staff recommends that Town Council approve Resolution No. 89-2020 approving a purchase order for Easement Acquisition Support Services to Kimley-Horn and Associates, Inc. (KHA) for Phase 4, 7, and 8 of the Town-Wide Undergrounding Utilities Program for \$633,552.

## **GENERAL INFORMATION**

Easement acquisition in Phase 4 has been much more challenging than in previous phases requiring more meetings with property owners, split easements, multiple easement configuration iterations, requests for field staking, equipment renderings, and other related easement support activities. This has required far more effort than originally contemplated and has exhausted the original easement acquisition support budget that was set forth for Phase 4. Therefore, staff requested that the easement support services be separated from the design services for both Phase 7 and 8, and to combine those efforts with the remaining Phase 4 easement acquisition support services.

KHA will develop easement exhibits for use as discussion tools during meetings with property owners to discuss the easement request. KHA, in association with Town staff, will conduct field meetings with those property owners where easements are being sought for the proposed electric and communications equipment. The purpose of the meetings will be to explain the easement request to the property owner, address questions/concerns they may have, and work to accommodate any reasonably implementable suggestions they may have related to the placement of equipment on their property. Easement exhibits will be developed based on the survey base file provided under separate authorizations.

Easements for equipment will be defined on the construction plans. Once a verbal agreement is reached with a property owner for an easement, KHA will provide a separate basic sketch and legal description signed and sealed by a registered Florida surveyor for the proposed easement. KHA has included an allowance budget to describe these easements, which assumes up to two hundred fifteen (215) easements for above-ground equipment will be provided under this task.

**FUNDING/FISCAL IMPACT**

Funding for these services is available in the Underground Utility Project Fund.

**TOWN ATTORNEY REVIEW**

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

Attachments

cc: Patricia Strayer, P.E., Town Engineer  
Jason Debrincat, P.E., Senior Project Engineer  
Michael Roach, P.E., Project Engineer  
Steven Stern, Underground Utilities Manager

**RESOLUTION NO. 89-2020**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING A PURCHASE ORDER TO KIMLEY-HORN & ASSOCIATES, INC., FOR EASEMENT ACQUISITION SUPPORT SERVICES PHASE 4, 7, AND 8 OF THE TOWN-WIDE UNDERGROUNDING UTILITIES PROGRAM IN AN AMOUNT OF \$633,552, AND ESTABLISHING A TOTAL BUDGET OF \$633,552

\* \* \* \* \*

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

Section 1. The Town Council of the Town of Palm Beach hereby approves a purchase order for Kimley-Horn & Associates, Inc., for Easement Acquisition Support Services for Phase 4, 7, and 8 of the Town-Wide Undergrounding Utilities Program in an amount of \$633,552 as stated above, and establishing a Budget of \$633,552.

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

Section 3. The Town Manager, or his designee, is hereby authorized to take such further actions as may be necessary to effectuate the completion of the said project, including any necessary change order work as recommended by the Public Works Director.

PASSED AND ADOPTED in a regular adjourned session of Town Council of the Town of Palm Beach this 10th day of September 2020.

---

Gail L. Coniglio, Mayor

ATTEST:

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Queenester Nieves, CMC, Town Clerk



July 15, 2020

Dean Mealy, II CPPO  
Town of Palm Beach – Purchasing Division  
951 Okeechobee Road, Suite 'D'  
West Palm Beach, FL 33401

**RE: *Town-Wide Undergrounding of Utilities Program: Phase 4, 7, and 8 Easement Acquisition Support Services***

Dear Dean,

The Kimley-Horn and Associates, Inc. team (“Kimley-Horn”) is pleased to submit this proposal to the Town of Palm Beach (“Town”) for providing engineering support services related to the easement acquisition for Phases 4, 7, and 8 for the Town-wide Undergrounding of Utilities Program. Our project understanding, scope of services, schedule, and fee follow.

### **Project Understanding**

The Town has requested that the easement acquisition support for Phases 7 and 8 commence, and that additional easement assistance be provided for the Phase 4 area.

It is understood that FPL, AT&T, and Comcast all have facilities on utility poles in Phases 7 and 8 areas. These poles are generally located in rear lot easements or in the public rights-of-way. New underground electric and communications infrastructure is planned to be installed within the road rights-of-way and in new front lot easements to contain the new underground facilities. Coordination with property owners to provide easements in these areas will be required to advance the design of the phase areas.

Easement acquisition in Phase 4 has been much more challenging than in previous phases requiring more meetings with property owners, split easements, multiple easement configuration iterations, requests for field staking, equipment renderings, and other related easement support activities. This has required far more effort than originally contemplated and has exhausted the original easement acquisition support budget that was set forth for Phase 4.

Based on this understanding, our detailed scope of services is provided below.

### **Scope of Services**

#### **Task 1.1 – Easement Assistance**

Kimley-Horn will coordinate with the Town Project Manager during the easement acquisition process for Phase 4 North and Phase 4 South, Phase 7 North and Phase 7 South, and Phase 8 North and Phase 8 South. We will research the online Palm Beach County Clerk’s records for evidence of existing utility easements within the project area that can be reused for this project. Title searches will not be

performed. It is assumed that if a title search for easements on a particular property is required, the Town Attorney's office will coordinate and obtain the title search results.

We will develop easement exhibits for use as discussion tools during meetings with property owners to discuss the easement request. We will conduct field meetings with those property owners where easements are being sought for the proposed electric and communications equipment. The purpose of the meetings will be to explain the easement request to the property owner, address questions/concerns they may have, and work to accommodate any reasonably implementable suggestions they may have related to the placement of equipment on their property. Easement exhibits will be developed based on the survey base file provided under separate authorizations.

Easements for equipment will be defined on the construction plans. Once a verbal agreement is reached with a property owner for an easement, Kimley-Horn will provide a separate basic sketch and legal description signed and sealed by a registered Florida surveyor for the proposed easement. We have included an allowance budget to describe these easements, which assumes up to two hundred fifteen (215) easements for above-ground equipment will be provided under this task.

It is understood that the preparation of the letter notices, easement documents (except the legal sketch and description), follow up and acquisition of the executed easement documents, and recording of the final executed easements will be the responsibility of the Town Project Manager and therefore have not been included in our scope of services.

## **Additional Services**

Any services not specifically provided for in the above scope, as well as any changes in the scope requested by the Town, will be considered additional services and will be performed based on proposals approved prior to performance of the additional services.

## **Information and Services Provided by the Town**

The following information shall be provided to Kimley-Horn:

- Utility record drawing information as may be available
- Access to the project areas
- Town Project Manager services to prepare letter notices, easement documentation package, coordinate the execution of easements, perform title searches (if required), and recording of easements.
- Access to Town facilities for public meetings and public gatherings as needed

## **Schedule**

Kimley-Horn will perform the scope of services above as expeditiously as practical to meet a mutually agreed upon schedule. It is anticipated that services will begin in August 2020 and will be completed by May 2024.

## Fee and Billing

Kimley-Horn will perform the services in Tasks 1.1 on a labor fee plus expense basis with the estimated labor and expense fees shown below. Kimley-Horn will not exceed the total maximum labor and expense fee shown without authorization from the Client. Individual task amounts are provided for budgeting purposes only. Kimley-Horn reserves the right to reallocate budgets among tasks as we deem necessary. Due to the complexity and unknown elements of the easement acquisition process, the budget amount may fluctuate greatly.

Task 1.1 – Easement Assistance	\$633,552
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## Closure

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the terms and conditions in the Master Professional Services Agreement between the Town of Palm Beach and Kimley-Horn and Associates, Inc., Professional Engineering Services for the Town-Wide Undergrounding of Utilities Program RFQ No. 2016-07, which are incorporated by reference. As used in the Agreement, the term "CONSULTANT" shall refer to Kimley-Horn and Associates, Inc., and the term "TOWN" shall refer to The Town of Palm Beach.

If you concur in all the foregoing and wish to direct us to proceed with the services, please notify us by providing a purchase order for the scope and fee described above.

We appreciate the opportunity to provide these services to you. Please contact me at (561) 840-0820 or [kevin.schanen@kimley-horn.com](mailto:kevin.schanen@kimley-horn.com) should you have any questions.

Sincerely,



By: Kevin Schanen, P.E.  
Senior Vice President

Attachment

K:\WPB\_Civil\General\Dombrowski\Proposals\TOPB UG\Phase 4 7 8 Easement Amendment\20200626\_Easements Agreement.docx

# TOWN OF PALM BEACH

Information for Town Council Meeting on: September 10, 2020

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TO: Mayor and Town Council

VIA: Kirk W. Blouin, Town Manager

VIA: Jane Le Clainche, CPA, Director of Finance

FROM: Dean Mealy, II CPPO Town Purchasing Manager

RE: Resolution Awarding a Construction Manager at Risk (CMAR) Contract to Burkhardt Construction, Inc. for the Town-Wide Utility Undergrounding Phase 3 South to include the Midtown Watermain Replacement with a Guaranteed Maximum Price (GMP) amount not-to-exceed \$9,894,408.15 and establishing a Construction Phase Budget of \$10,069,408, and authorizes the Town Manager to execute a contract with Burkhardt Construction, Inc.

**Resolution No. 90-2020**

The revised GMP was negotiated to reflect a cost savings of \$148,365.63 from the original GMP submitted by Burkhardt Construction, Inc.

DATE: 31 August 2020

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## **STAFF RECOMMENDATION**

Town staff recommends that Town Council approve Resolution No. 90-2020 Awarding a Construction Manager at Risk (CMAR) Contract to Burkhardt Construction, Inc. for the Town-Wide Utility Undergrounding Phase 3 South to include the Midtown Watermain Replacement with a Guaranteed Maximum Price (GMP) amount not-to-exceed \$9,894,408.15 and establishing a Construction Phase Budget of \$10,069,408, and authorizes the Town Manager to execute a contract with Burkhardt Construction, Inc.

In addition, staff recommends that Town Council grant a waiver to Sections 42-196 through 199 of the Town of Palm Beach Code of Ordinances to allow for work past December 1, 2020, extending work hours and night-time work, as necessary, and approved by Public Works. Staff also recommends a waiver of the Town Code of Ordinances Section 42-226 through 229 - Regulation of Noise.

## **SUMMARY EXPLANATION/BACKGROUND**

Town Council approved the selection of Burkhardt Construction, Inc. (BCI) as the CMAR for the Town-Wide Utility Undergrounding Phase 2 North (Phase 2 North) at the February 13, 2018 meeting. Included in the award was the options to continue with Phase 3 North and South. Phase 3 North was awarded by Town Council in November 2019.

Phase 3 South extends from the intersection of South County Road and South Ocean Blvd. north to Worth Avenue. Due to BCI performance on Phase 2 North and South and Phase 3 North, Town staff moved forward with BCI to prepare the GMP for Phase 3 South.

The revised GMP from Burkhardt Construction, Inc. dated August 28, 2020 is included as an attachment.

A summary of the major components for the Midtown Watermain are provided as follows:

<b>Direct Construction Costs:</b>	<b>\$ 1,350,396.00</b>
<b>General Conditions</b>	<b>\$ 176,752.32</b>
<b>Project Management</b>	<b>\$ 237,875.00</b>
<b>Profit</b>	<b>\$ 100,000.00</b>
<b>Phase 3 - South - Midtown Watermain Replacement GMP</b>	<b>\$ 1,865,023.32</b>

A summary of the major components for the Town-wide Overhead Utility Undergrounding are provided as follows:

<b>Direct Construction Costs:</b>	<b>\$ 5,954,386.18</b>
<b>General Conditions</b>	<b>\$ 603,348.65</b>
<b>Project Management</b>	<b>\$ 1,016,650.00</b>
<b>Profit</b>	<b>\$ 455,000.00</b>
<b>Phase 3 South Town-wide Overhead Utility Undergrounding GMP</b>	<b>\$ 8,029,384.83</b>

The revised GMP was negotiated to reflect a cost savings of \$148,365.63 from the original GMP submitted by Burkhardt Construction, Inc.

When BCI submitted the original GMP numbers on August 24, 2020, Kimley-Horn and Associates noted a 6% increase from the original estimate for Phase 3 South. Through the negotiations with BCI and their sub, the overall cost increase was reduced to 4%.

### **FISCAL IMPACT/FUNDING SOURCE**

The funding will be from the Underground Utility Fund and is financed with assessment revenue and bond proceeds.

### **USER DEPARTMENT CONCURRENCE**

Public Works is in full concurrence with this recommendation.

### **DUE DILIGENCE**

Due Diligence was conducted to determine vendor responsibility, including corporate status and that there are no performance and compliance issues. The review included conducting market research as to current subcontractor rates.

The Ratification of RFQ No. 2018-03 authorized award of Phase 3 and Phase 4 contingent upon satisfactory performance of Phase 2.

## **TOWN ATTORNEY REVIEW**

This format has been utilized by the Town in previous recommendations and was approved by the Town Attorney. The Town Attorney will review the Construction Manager at Risk Contract for legal form and sufficiency prior to execution by the Town Manager.

### Attachment

cc: Jay Boodheshwar, Deputy Town Manager  
Paul Brazil, Director of Public Works  
Jane Le Clainche, Director of Finance  
Patricia Strayer, Town Engineer  
Steven Stern, Underground Utilities Project Manager  
Duke Basha, Assistant Purchasing Manager

**RESOLUTION NO. 90-2020**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, AWARDING A CONSTRUCTION MANAGER AT RISK (CMAR) CONTRACT TO BURKHARDT CONSTRUCTION INC. FOR THE TOWN-WIDE UTILITY UNDERGROUNDING PHASE 3 SOUTH TO INCLUDE THE MID-TOWN WATERMAIN REPLACEMENT WITH A GUARANTEED MAXIMUM PRICE (GMP) AMOUNT NOT-TO-EXCEED \$9,894,408.15 AND ESTABLISHING A CONSTRUCTION PHASE BUDGET OF \$10,069,408, AND AUTHORIZES THE TOWN MANAGER TO EXECUTE A CONTRACT WITH BURKHARDT CONSTRUCTION INC.**

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

Section 1. The Town Council of the Town of Palm Beach hereby approves Resolution No. 90-2020, Awarding a Construction Manager at Risk (CMAR) contract to Burkhardt Construction, Inc. for the Town-Wide Utility Undergrounding Phase 3 South to include the Mid-Town Watermain Replacement with a Guaranteed Maximum Price (GMP) amount not-to-exceed \$9,894,408.15 and establishing a Construction Phase Budget of \$10,069,408, and authorizes the Town Manager to execute a contract with Burkhardt Construction, Inc.

Section 2. Town Council grants a waiver to Sections 42-196 through 199 of the Town of Palm Beach Code of Ordinances to allow for work past December 1, 2020, extending work hours and night-time work, as necessary, and approved by Public Works staff, also recommends a waiver of the Town Code of Ordinances Section 42-226 through 229 - Regulation of Noise.

Section 3. The Town Manager is hereby authorized to execute this purchase order on behalf of the Town of Palm Beach for these improvements.

**PASSED AND ADOPTED** in a regular, adjourned session of the Town Council of the Town of Palm Beach assembled this 10<sup>th</sup> day of September, 2020.

\_\_\_\_\_  
Gail L. Coniglio, Mayor

ATTEST:

\_\_\_\_\_  
Queenester Nieves, CMC, Town Clerk

**Town of Palm Beach  
Townwide Overhead Utility Undergrounding  
Phase 3 - South  
Guaranteed Maximum Price**

**From:** **Burkhardt Construction, Inc.**  
Attn: Marc Kleisley, Vice President  
1400 Alabama Ave.  
West Palm Beach, FL 33401  
Ph: (561) 659-1400  
Fax: (561) 659-1402

**Owner:** **Town Of Palm Beach**  
Public Works & Engineering Dept  
951 Old Okeechobee Road  
West Palm Beach, FL 33401  
Tel: (561) 838-5440  
Fax: (561) 835-4691

**Engineer:** **Kimley-Horn & Associates, Inc.**  
Attn: Kevin Schanen, P.E.  
1920 Wekiva Way, Suite 200  
West Palm Beach, FL. 33411  
Ph: (561) 845-0665  
Fax: (561) 863-8175

**Project:** **Townwide Overhead Utility Undergrounding - Phase 3 - South**

**Plans:** Based On Bid Set Plans/Specifications BCI Dated June 22, 2020  
Complete Plan Log Attached

**Location:** Town of Palm Beach

**Proposal Date:** 8/24/2020; Rev. 8/28/2020

<b>Guaranteed Maximum price for Phase 3 - South - Overhead Utility Undergrounding</b>	<b>\$ 8,029,384.83</b>
<b>Guaranteed Maximum price for Phase 3 - Midtown Watermain Replacement</b>	<b>\$ 1,865,023.32</b>
<b>Total Guaranteed Maximum Price</b>	<b>\$ 9,894,408.15</b>



**Town of Palm Beach**  
**Townwide Overhead Utility Undergrounding**  
**Midtown Watermain Replacement**  
**Phase 3 - South**  
**Guaranteed Maximum Price**

From: **Burkhardt Construction, Inc.**  
 Attn: Marc Kleisley, Vice President  
 1400 Alabama Ave.  
 West Palm Beach, FL 33401  
 Ph: (561) 659-1400  
 Fax: (561) 659-1402

Owner: **Town Of Palm Beach**  
 Public Works & Engineering Dept  
 951 Old Okeechobee Road  
 West Palm Beach, FL 33401  
 Tel: (561) 838-5440  
 Fax: (561) 835-4691

Engineer: **Kimley-Horn & Associates, Inc.**  
 Attn: Kevin Schanen, P.E.  
 1920 Wekiva Way, Suite 200  
 West Palm Beach, FL. 33411  
 Ph: (561) 845-0665  
 Fax: (561) 863-8175

Project: **Townwide Overhead Utility Undergrounding - Phase 3 - South**

Plans: Based On Bid Set Plans/Specifications BCI Dated June 22, 2020  
 Complete Plan Log Attached

Location: Town of Palm Beach

Proposal Date: 8/24/2020; Rev. 8/28/2020

<b>Direct Construction Costs:</b>	<b>\$ 1,350,396.00</b>
<b>General Conditions</b>	<b>\$ 176,752.32</b>
<b>Project Management</b>	<b>\$ 237,875.00</b>
<b>Profit</b>	<b>\$ 100,000.00</b>
<b>Phase 3 - South - Midtown Watermain Replacement GMP</b>	<b>\$ 1,865,023.32</b>



**Town of Palm Beach**  
**Townwide Overhead Utility Undergrounding**  
**Phase 3 - South**

**Guaranteed Maximum Price**

From: **Burkhardt Construction, Inc.**  
 Attn: Marc Kleisley, Vice President  
 1400 Alabama Ave.  
 West Palm Beach, FL 33401  
 Ph: (561) 659-1400  
 Fax: (561) 659-1402

Owner: **Town Of Palm Beach**  
 Public Works & Engineering Dept  
 951 Old Okeechobee Road  
 West Palm Beach, FL 33401  
 Tel: (561) 838-5440  
 Fax: (561) 835-4691

Engineer: **Kimley-Horn & Associates, Inc.**  
 Attn: Kevin Schanen, P.E.  
 1920 Wekiva Way, Suite 200  
 West Palm Beach, FL. 33411  
 Ph: (561) 845-0665  
 Fax: (561) 863-8175

Project: **Townwide Overhead Utility Undergrounding - Phase 3 - South**

Plans: Based On Bid Set Plans/Specifications BCI Dated June 22, 2020  
 Complete Plan Log Attached

Location: Town of Palm Beach

Proposal Date: 8/24/2020; Rev. 8/28/2020

<b>Direct Construction Costs:</b>	<b>\$ 5,954,386.18</b>
<b>General Conditions</b>	<b>\$ 603,348.65</b>
<b>Project Management</b>	<b>\$ 1,016,650.00</b>
<b>Profit</b>	<b>\$ 455,000.00</b>
<b>Phase 3 - South - Townwide Overhead Utility Undergrounding GMP</b>	<b>\$ 8,029,384.83</b>



# Town of Palm Beach

Townwide Overhead Utility Undergrounding - Phase 3 - South - Midtown Watermain Replacement  
Direct Construction Costs

Prepared by Burkhardt Construction, Inc.

## LEGEND FOR ABBREVIATIONS

EA - Each      SF - Square Foot  
E/D - Each Day      SY - Square Yard  
DAY - Daily      TCY - Truck Cubic Yard  
LS - Lump Sum      ALL - Allowance  
ROL - Rolls  
LF - Lineal Foot

Item Description	Quantity	U/M	Unit Price	Amount	Labor	Equipment	Material	Subcontractor	General/Rental	Subtotal
<b>WATERMAIN IMPROVEMENTS</b>										
MAINTENANCE OF TRAFFIC	1	LS	\$112,000.00	\$			JD	112,000		112,000
NPDES SET UP / REPORTING / AND MAINTENANCE	1	LS	\$8,000.00	\$			JD	8,000		8,000
REMOVE EXISTING FIRE HYDRANT	6	EA	\$900.00	\$			JD	5,400		5,400
REMOVE EXISTING ABANDONED PCCP SANITARY PIPE / GROUT PLUG OPEN ENDS	120	LF	\$25.00	\$			JD	3,000		3,000
REMOVE EXISTING 12" WATER MAIN	14	LF	\$30.00	\$			JD	420		420
REMOVE EXISTING 8" WATER MAIN	9	LF	\$24.00	\$			JD	216		216
REMOVE EXISTING 6" WATER MAIN	20	LF	\$20.00	\$			JD	400		400
REMOVE EXISTING 4" WATER MAIN	36	LF	\$20.00	\$			JD	720		720
FURNISH & INSTALL 12" DIP WATER MAIN	55	LF	\$200.00	\$			JD	11,000		11,000
FURNISH & INSTALL 12" X 8" REDUCER	2	EA	\$950.00	\$			JD	1,900		1,900
FURNISH & INSTALL 12" TEE	1	EA	\$1,750.00	\$			JD	1,750		1,750
FURNISH & INSTALL 12" 45 DEGREE BEND	4	EA	\$1,250.00	\$			JD	5,000		5,000
FURNISH & INSTALL 12" GATE VALVE INCLUDING VALVE BOX, ID MARKER, AND CONCRETE PAD AS REQUIRED	2	EA	\$4,000.00	\$			JD	8,000.00		8,000
FURNISH & INSTALL 12" SLEEVE	1	EA	\$1,350.00	\$			JD	1,350.00		1,350
TIE INTO EXISTING 12" WATERMAIN / CONNECT TO EXISTING 12" GATE VALVE	1	EA	\$6,000.00	\$			JD	6,000.00		6,000
RESTRAIN EXISTING 12" WATERMAIN AS REQUIRED	1	EA	\$5,000.00	\$			JD	5,000		5,000
GROUT FILL EXISTING 12" WATERMAIN	16	LF	\$30.00	\$			JD	480		480
FURNISH & INSTALL 8" DIP WATER MAIN	3360	LF	\$110.00	\$			JD	369,600.00		369,600
FURNISH & INSTALL 8" LINESSTOP ON EXISTING WATERMAIN	3	EA	\$7,000.00	\$			JD	21,000		21,000
FURNISH & INSTALL 8" SLEEVE	8	EA	\$1,250.00	\$			JD	10,000.00		10,000
FURNISH & INSTALL 8" 45 DEGREE BEND	48	EA	\$950.00	\$			JD	45,600.00		45,600
FURNISH & INSTALL 8" TEE	6	EA	\$1,050.00	\$			JD	6,300		6,300
FURNISH & INSTALL 8" GATE VALVE INCLUDING VALVE BOX, ID MARKER, AND CONCRETE PAD AS REQUIRED	21	EA	\$2,200.00	\$			JD	46,200		46,200
FURNISH & INSTALL 8" X 6" TEE	13	EA	\$900.00	\$			JD	11,700		11,700
FURNISH & INSTALL 8" X 6" REDUCER	3	EA	\$750.00	\$			JD	2,250		2,250
FURNISH & INSTALL 8" X 4" TEE	7	EA	\$750.00	\$			JD	5,250		5,250
FURNISH & INSTALL 8" X 6" TAPPING SLEEVE	1	EA	\$6,000.00	\$			JD	6,000		6,000
TIE INTO EXISTING 8" WATERMAIN / CONNECT TO EXISTING 8" GATE VALVE	7	EA	\$4,000.00	\$			JD	28,000		28,000
RESTRAIN EXISTING 8" WATERMAIN AS REQUIRED	6	EA	\$3,000.00	\$			JD	18,000		18,000
GROUT FILL EXISTING 8" WATERMAIN	2360	LF	\$10.00	\$			JD	23,600.00		23,600
FURNISH & INSTALL 6" DIP WATER MAIN	100	LF	\$100.00	\$			JD	10,000.00		10,000
FURNISH & INSTALL 6" GATE VALVE INCLUDING VALVE BOX, ID MARKER, AND CONCRETE PAD AS REQUIRED	16	EA	\$1,750.00	\$			JD	28,000		28,000
FURNISH & INSTALL 6" SLEEVE	3	EA	\$1,200.00	\$			JD	3,600		3,600
				\$						
				\$1,350,396.00						
				112,000.00						



Item Description	Quantity	U/M	Unit Price	Amount	Labor	Equipment	Material	Subcontractor	General/Rental	Subtotal
FURNISH & INSTALL 6" 45 DEGREE BEND	3	EA	\$750.00	\$ 2,250.00			JD	2250		2250
TIE INTO EXISTING 6" WATERMAIN	3	EA	\$3,500.00	\$ 10,500.00			JD	10500		10500
FURNISH & INSTALL 6" LINESSTOP ON EXISTING WATERMAIN	1	EA	\$6,500.00	\$ 6,500.00			JD	6,500.00		6500
GROUT FILL EXISTING 6" WATERMAIN	150	LF	\$20.00	\$ 3,000.00			JD	3000		3000
RESTRAIN EXISTING 6" WATERMAIN AS REQUIRED	2	EA	\$2,500.00	\$ 5,000.00			JD	5000		5000
CONNECT TO EXISTING 6" SERVICE INCLUDING REMOVAL OF EXISTING SERVICE TO FACILITATE INSTALLATION AT "I"	1	EA	\$1,000.00	\$ 1,000.00			JD	1000		1000
FURNISH & INSTALL 4" DIP WATER MAIN	75	LF	\$60.00	\$ 4,500.00			JD	4,500		4500
FURNISH & INSTALL 4" GATE VALVE INCLUDING VALVE BOX, ID MARKER, AND CONCRETE PAD AS REQUIRED	7	EA	\$1,600.00	\$ 11,200.00			JD	11200		11200
FURNISH & INSTALL 4" X 3" REDUCER	3	EA	\$500.00	\$ 1,500.00			JD	1500		1500
GROUT FILL EXISTING 4" WATERMAIN	780	EA	\$7.00	\$ 5,460.00			JD	5460		5460
CONNECT TO EXISTING 4" SERVICE INCLUDING REMOVAL OF EXISTING SERVICE TO FACILITATE INSTALLATION AT "I"	7	EA	\$1,000.00	\$ 7,000.00			JD	7000		7000
FURNISH & INSTALL 2" WATER SERVICE LINES	455	LF	\$40.00	\$ 18,200.00			JD	18200		18200
FURNISH & INSTALL 2" BALL TYPE CORPORATION STOP WITH DOUBLE STRAP SADDLE	16	EA	\$1,000.00	\$ 16,000.00			JD	16000		16000
2" SERVICE CONNECTION TO EXISTING METER	22	EA	\$1,000.00	\$ 22,000.00			JD	22000		22000
FURNISH & INSTALL FIRE HYDRANT COMPLETE INCLUDING PIPE FROM GATE VALVE. HYDRANT TO INCLUDE PAINTING PER COWPB	7	EA	\$5,000.00	\$ 35,000.00			JD	35000		35000
TEMPORARY TAPPING SADDLE & CORPORATION STOP ON EXISTING MAIN	2	EA	\$3,000.00	\$ 6,000.00			JD	6000		6000
CONNECT TO EXISTING FIRE LINE	6	EA	\$3,000.00	\$ 18,000.00			JD	18000		18000
FILL & FLUSH CONNECTIONS	4	EA	\$3,200.00	\$ 12,800.00			JD	12800		12800
WATERMAIN SAMPLE POINTS & BACTERIOLOGICAL TESTING	14	EA	\$1,500.00	\$ 21,000.00			JD	21000		21000
FURNISH & INSTALL 2" WATER SERVICE METER BOXES	15	EA	\$1,000.00	\$ 15,000.00			JD	15000		15000
REMOVE & REPLACE EXISTING SIDEWALK INCLUDING SAWCUTTING	2500	SF	\$8.50	\$ 21,250.00			JD	21250		21250
REMOVE & REPLACE EXISTING CURB INCLUDING SAWCUTTING	150	LF	\$80.00	\$ 12,000.00			JD	12000		12000
ADJUST EXISTING WATER VALVE BOX TO GRADE	15	EA	\$500.00	\$ 7,500.00			JD	7500		7500
FURNISH & INSTALL METER (BY OTHERS)	1	EA		\$ 350.00			JD	350		350
REMOVE & RELOCATE EXISTING SIGN	12500	SY	\$17.73	\$ 221,650.00			JD	221650		221650
MILL & RESURFACE EXISTING ASPHALT, 1 INCH TEMP. TO PERM. LINE STRIPING	1	LS	\$40,000.00	\$ 40,000.00			JD	40000		40000
RESTORE DISTURBED LANDSCAPING INCLUDING IRRIGATION	1	LS	\$20,000.00	\$ 20,000.00			JD	20000		20000
<b>Midtown Watermain Replacement Direct Construction Costs</b>										
				<b>\$1,350,396.00</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1350396</b>	<b>0</b>	<b>1350396</b>

TCM Backup 09-10-20



# Town of Palm Beach

Townwide Overhead Utility Undergrounding - Phase 3 - South  
Direct Construction Costs

Prepared by Burkhardt Construction, Inc.

## LEGEND FOR ABBREVIATIONS

EA - Each	SF - Square Foot
E/D - Each Day	SY - Square Yard
DAY - Daily	TCY - Truck Cubic Yard
LS - Lump Sum	ALL - Allowance
ROL - Rolls	
LF - Lineal Foot	

Item Description	Quantity	U/M	Unit Price	Amount	Labor	Equipment	Material	Subcontractor	General/Rental	Subtotal
<b>FPL - ATT - COMCAST OVERHEAD UTILITY UNDERGROUNDING</b>										
<b>GENERAL REQUIREMENTS (ALLOWANCE)</b>				\$5,954,386.18						
SITE CLEANING, DEBRIS REMOVAL, TREE PROTECTION, SPECIALTY SIGNAGE	1	ALL	\$40,000.00	\$ 40,000.00			ALLOW		40000	40000
CONCRETE RESTORATION AFTER POLE REMOVAL	1	ALL	\$20,000.00	\$ 20,000.00			ALLOW		20000	20000
ALLOWANCE FOR SURVEY RE-STAKING	1	ALL	\$10,000.00	\$ 10,000.00			ALLOW		10000	10000
DANGER RIBBON	25	ROL								
OFF DUTY POLICE OFFICERS		NIC								
TEMPORARY STREET LIGHTING		NIC								
<b>UNDERGROUNDING OF FPL - COMCAST - ATT</b>										
UNDERGROUNDING OF UTILITIES	1	LS	\$5,624,386.18	\$ 5,624,386.18			WILCO	5624386.18		5624386.18
SHEET C-9 ALLOWANCE	1	ALL	\$75,000.00	\$ 75,000.00			ALLOW		75000	75000
MISC FENCING REPLACEMENT (VARIOUS TYPES) ALLOWANCE	1	ALL	\$15,000.00	\$ 15,000.00			ALLOW		15000	15000
PRIVATE PROPERTY RESTORATION	1	ALL	\$95,000.00	\$ 95,000.00			ALLOW		95000	95000
PROPOSED LANDSCAPING AT TRANSFORMERS	1	ALL	\$75,000.00	\$ 75,000.00			ALLOW		75000	75000
FPL BINDING COST ESTIMATE AND INSTALLATION FEES	BY OTHERS									
COMCAST INSTALLATION FEES	BY OTHERS									
ATT INSTALLATION FEES	BY OTHERS									
				<b>\$5,954,386.18</b>	Labor	Equipment	Material	Subcontractor	General/Rental	Subtotal
					0	0	0	0	330000	5954386.18

**Townwide Overhead Utility Undergrounding - Phase 3 - South Direct Construction Cost Total**

**Town of Palm Beach**  
**Townwide Overhead Utility Undergrounding**  
**Phase III - South**

**Schedule of Values**

Prepared by Burkhardt Construction, Inc.

Submitted By:

Wilco Electrical Ilc

0  
0  
0  
0  
0

Item Description	Quantity	U/M	Unit Price	Amount
<b>UNDERGROUNDING OF FRANCHISE UTILITIES (FPL, COMCAST, ATT)</b>				\$5,624,386.18
<b>MISCELLANEOUS ITEMS</b>				
NPDES SET UP & MAINTENANCE	1	LS	\$30,000.00	\$ 30,000.00
NPDES WEEKLY REPORTING	0	LS	BY OTHERS	
PERFORMANCE & PAYMENT BONDS	1	LS	\$113,000.00	\$ 113,000.00
MAINTENANCE OF TRAFFIC INCL FLAGMEN	1	LS	\$450,000.00	\$ 450,000.00
REMOVE EXISTING SHEET PILE ROOT BARRIER AS REQUIRED	15	LF	\$325.00	\$ 4,875.00
SAWCUT / REMOVE / DISPOSE EXISTING WALL. REPAIR / STUCCO / PAINT CUT SURFACES TO MATCH EXISTING	84	LF	\$350.00	\$ 29,400.00
SAWCUT / REMOVE / REPLACE CONCRETE CURB & SIDEWALK TO INSTALL HANDHOLE OR SPLICE BOX	9	EA	\$2,800.00	\$ 25,200.00
SAWCUT & REMOVE EXISTING CONCRETE CURB	88	LF	\$40.00	\$ 3,520.00
EXCAVATE / COMPACT / FORM / POUR TYPE "D" COMCRETE CURB	328	LF	\$120.00	\$ 39,360.00
REMOVE EXISTING WOOD CURB	25	LF	\$40.00	\$ 1,000.00
SAWCUT / REMOVE / COMPACT / REPLACE EXISTING TABBY CONCRETE CROSSWALK	309	SF	\$120.00	\$ 37,080.00
SAWCUT / REMOVE / COMPACT / REPLACE EXISTING 12" CONCRETE HEADER CURB	52	LF	\$120.00	\$ 6,240.00
SAWCUT / REMOVE / COMPACT / REPLACE EXISTING CONCRETE VALLEY GUTTER	15	LF	\$120.00	\$ 1,800.00
SAWCUT EXISTING CONCRETE	47	LF	\$20.00	\$ 940.00
SAWCUT EXISTING ASPHALT	152	LF	\$20.00	\$ 3,040.00
REMOVE EXISTING ASPHALT	119	SF	\$22.00	\$ 2,618.00
REMOVE / RELOCATE EXISTING WHEEL STOP	1	EA	\$350.00	\$ 350.00
FURNISH & INSTALL WEED CLOTH BARRIER WITH 3" OF #57 STONE WITHIN CURBED AREA	119	SF	\$25.00	\$ 2,975.00
RELOCATE EXISTING MAILBOX	1	EA	\$250.00	\$ 250.00
RELOCATE EXISTING SIGN & POST COMPLETE	5	EA	\$250.00	\$ 1,250.00
REMOVE EXISTING VAULT / GRADE / REPAIR EXISTING SURFACE TO MATCH SURROUNDING	2	EA	\$900.00	\$ 1,800.00
REMOVE / REINSTALL EXISTING GATE	1	EA	\$1,250.00	\$ 1,250.00
REMOVE EXISTING FENCE AS REQUIRED	20	LF	\$20.00	\$ 400.00
REMOVE EXISTING HANDHOLE	1	EA	\$250.00	\$ 250.00
TRIM / ROOT PRUNE EXISTING TREE AS REQUIRED	2	EA	\$950.00	\$ 1,900.00
TRIM / ROOT PRUNE EXISTING BANYAN TREE AS REQUIRED	2	EA	\$1,250.00	\$ 2,500.00
REMOVE / CLEAR / GRUB / DISPOSE OF EXISTING VEGETATION / TREES TO FACILITATE INSTALLATION OF PRIVATE UTILITY CONDUITS & EQUIPMENT	1	LS	\$150,000.00	\$ 150,000.00
FURNISH & INSTALL 1" ASPHALT OVERLAY (210 EL VEDADO) (PLAN SHEET C-3.15 & C-3.20)	280	SYD	\$0.00	\$ -
PAVEMENT REPAIRS	1	LS	\$590,000.00	\$ 590,000.00
REMOVE / RESET EXISTING 4' HIGH CHAIN LINK FENCE OUTSIDE OF EASEMENT	22	LF	\$0.00	\$ -
REMOVE / RESET EXISTING 4' HIGH GREEN VINYL CHAIN LINK FENCE BEHIND EQUIPMENT AND EXISTING WALL	16	LF	\$0.00	\$ -
FURNISH & INSTALL 6' HIGH SHADOWBOX FENCE W/ DOUBLE GATES / FENCE TO MATCH EXISTING / TIE INTO EXISTING FENCE	23	LF	\$0.00	\$ -
INSTALL 5' HIGH CHAIN LINK FENCE GATE IN EXISTING CHAIN LINK FENCE	1	EA	\$0.00	\$ -
REMOVE / RESET EXISTING VINYL COATED CAHIN LINK FENCE OUTSIDE THE EASEMENT	173	LF	\$0.00	\$ -
FURNISH & INSTALL CHAIN LINK FENCE AROUND EASEMENT	21	LF	\$0.00	\$ -
FURNISH & INSTALL GATE IN EXISTING WALL	1	EA	\$0.00	\$ -
FURNISH & INSTALL 6' HIGH WOOD GATE	2	EA	\$0.00	\$ -
FURNISH & INSTALL WOOD GATE	1	EA	\$0.00	\$ -
<b>FPL</b>				
INSTALL FPL FURNISHED 1PN1C	2,953	LF	\$18.27	\$ 53,951.31
INSTALL FPL FURNISHED 2PN2C	4,419	LF	\$20.30	\$ 89,709.46



Item Description	Quantity	U/M	Unit Price	Amount
INSTALL FPL FURNISHED 3PN1C	230	LF	\$22.34	\$ 5,138.15
INSTALL FPL FURNISHED 3PN3C	12,563	LF	\$22.34	\$ 280,654.91
INSTALL FPL FURNISHED 4PN4C	3,283	LF	\$24.37	\$ 80,003.10
INSTALL FPL FURNISHED 5PN5C	432	LF	\$26.40	\$ 11,403.94
INSTALL FPL FURNISHED 6PN2C	16	LF	\$28.43	\$ 454.83
INSTALL FPL FURNISHED 6PN6C	4,813	LF	\$28.43	\$ 136,819.63
INSTALL FPL FURNISHED 7PN7C	65	LF	\$30.46	\$ 1,979.65
INSTALL FPL FURNISHED 9PN3C	71	LF	\$34.52	\$ 2,451.22
INSTALL FPL FURNISHED FNC	10,183	LF	\$32.49	\$ 330,797.81
INSTALL FPL FURNISHED 2FNC	1,080	LF	\$39.40	\$ 42,552.00
INSTALL FPL FURNISHED 3FNC	148	LF	\$71.89	\$ 10,639.02
INSTALL FPL FURNISHED 1-1-FPL-S	270	LF	\$18.27	\$ 4,933.37
INSTALL FPL FURNISHED 1-2-FPL-S	278	LF	\$18.27	\$ 5,079.55
INSTALL FPL FURNISHED SVC	9,691	LF	\$18.27	\$ 177,071.53
INSTALL FPL FURNISHED 2SVC	1,165	LF	\$20.31	\$ 23,661.97
INSTALL FPL FURNISHED 3SVC	126	LF	\$22.34	\$ 2,814.81
INSTALL FPL FURNISHED 4SVC	51	LF	\$24.37	\$ 1,242.81
INSTALL FPL FURNISHED SEC	1,676	LF	\$18.27	\$ 30,623.45
INSTALL FPL FURNISHED 2SEC	1,053	LF	\$20.31	\$ 21,387.17
INSTALL FPL FURNISHED 2-4"SEC	15	LF	\$31.48	\$ 472.21
INSTALL FPL FURNISHED PRIMARY WIRE INCLUDING ALL CONNECTIONS	93,365	LF	\$3.05	\$ 285,090.03
INSTALL FPL FURNISHED SECONDARY WIRE INCLUDING ALL CONNECTIONS, TIE-INS AND INTERCEPTS	3,810	LF	\$3.05	\$ 11,633.84
INSTALL FPL FURNISHED, FPL OWNED SERVICE WIRE INCLUDING ALL CONNECTIONS, TIE-INS AND INTERCEPTS.	13,385	LF	\$3.05	\$ 40,871.10
INSTALL FPL FURNISHED FEEDER WIRE INCLUDING ALL CONNECTIONS LOCATE & RE-USE EXISTING SPARE CONDUIT (109 JUNGLE)	12,857	LF	\$8.13	\$ 104,479.20
CONNECT PROPOSED 3PN3C CONDUIT TO EXISTING OWNER INSTALLED 0PN3C CONDUIT (456 S.O.B.)	1	EA	\$750.00	\$ 750.00
	1	EA	\$850.00	\$ 850.00
INSTALL FPL FURNISHED 24" HANDHOLES; INCL. ALL NECESSARY CONNECTIONS, TIE-INS AND INTERCEPT EXISTING SERVICE	11	EA	\$257.73	\$ 2,835.03
INSTALL FPL FURNISHED 30" HANDHOLES; INCL. ALL NECESSARY CONNECTIONS, TIE-INS AND INTERCEPT EXISTING SERVICE	14	EA	\$257.73	\$ 3,608.22
INSTALL FPL FURNISHED 48" HANDHOLES; INCL. ALL NECESSARY CONNECTIONS, TIE-INS AND INTERCEPT EXISTING SERVICE	6	EA	\$1,218.55	\$ 7,311.32
INSTALL FPL FURNISHED SPLICE BOXES; INCL. ALL NECESSARY CONNECTIONS AND TIE-INS	2	EA	\$1,218.55	\$ 2,437.11
INSTALL FPL FURNISHED PRIMARY SPLICE BOXES; INCL. ALL NECESSARY CONNECTIONS AND TIE-INS	6	EA	\$1,523.19	\$ 9,139.16
INSTALL FPL FURNISHED A PHASE SPLICE BOXES; INCL. ALL NECESSARY CONNECTIONS AND TIE-INS	1	EA	\$1,523.19	\$ 1,523.19
INSTALL FPL FURNISHED B PHASE SPLICE BOXES; INCL. ALL NECESSARY CONNECTIONS AND TIE-INS	1	EA	\$1,523.19	\$ 1,523.19
INSTALL FPL FURNISHED C PHASE SPLICE BOXES; INCL. ALL NECESSARY CONNECTIONS AND TIE-INS	2	EA	\$1,523.19	\$ 3,046.39
INSTALL FPL FURNISHED A/C PHASE SPLICE BOXES; INCL. ALL NECESSARY CONNECTIONS AND TIE-INS	1	EA	\$1,523.19	\$ 1,523.19
INSTALL FPL FURNISHED B/C PHASE SPLICE BOXES; INCL. ALL NECESSARY CONNECTIONS AND TIE-INS	2	EA	\$1,523.19	\$ 3,046.39
INSTALL FPL FURNISHED A/B/C PHASE SPLICE BOXES; INCL. ALL NECESSARY CONNECTIONS AND TIE-INS	39	EA	\$1,523.19	\$ 59,404.57
INSTALL FPL FURNISHED TRANSFORMERS / PADS; INCLUDING GROUND RODS AND ALL CONNECTIONS	51	EA	\$1,218.55	\$ 62,146.22
INSTALL FPL FURNISHED OPEN DELTA TRANSFORMERS / PADS; INCLUDING GROUND RODS AND ALL CONNECTIONS	28	EA	\$2,437.12	\$ 68,239.26
INSTALL FPL FURNISHED THREE PHASE TRANSFORMERS / PADS; INCLUDING GROUND RODS AND ALL CONNECTIONS	5	EA	\$2,437.12	\$ 12,185.58
INSTALL FPL FURNISHED FEEDER SPLICE BOXES; INCL. ALL NECESSARY CONNECTIONS AND TIE-INS	7	EA	\$2,030.93	\$ 14,216.52
INSTALL FPL FURNISHED ROADWAY FEEDER SPLICE BOXES; INCL. ALL NECESSARY CONNECTIONS AND TIE-INS	1	EA	\$6,500.00	\$ 6,500.00
INSTALL FPL FURNISHED STANDARD SWITCH, CONCRETE PAD; INCL. ALL NECESSARY CONNECTIONS	3	EA	\$1,624.74	\$ 4,874.21
INSTALL FPL FURNISHED VISTA SWITCH CABINETS, CONCRETE PADS, AND CHAMBERS; INCL. ALL NECESSARY CONNECTIONS	13	EA	\$4,569.59	\$ 59,404.70

Item Description	Quantity	U/M	Unit Price	Amount
TIE INTO EXISTING TRANSFORMER WITH NEW "A" PHASE PRIMARY INCLUDING ALL NECESSARY CONNECTIONS	4	EA	\$355.42	\$ 1,421.67
TIE INTO EXISTING TRANSFORMER WITH NEW "A/B/C" PHASE PRIMARY INCLUDING ALL NECESSARY CONNECTIONS	8	EA	\$558.50	\$ 4,468.04
TIE INTO EXISTING TRANSFORMER WITH NEW "B/C" PHASE PRIMARY INCLUDING ALL NECESSARY CONNECTIONS	1	EA	\$456.96	\$ 456.96
TIE INTO EXISTING TRANSFORMER WITH NEW "C" PHASE PRIMARY INCLUDING ALL NECESSARY CONNECTIONS	3	EA	\$355.42	\$ 1,066.25
TIE INTO EXISTING TRANSFORMER WITH NEW "B" PHASE PRIMARY INCLUDING ALL NECESSARY CONNECTIONS	4	EA	\$355.42	\$ 1,421.67
TIE INTO EXISTING TRANSFORMER WITH NEW "A/C" PHASE PRIMARY INCLUDING ALL NECESSARY CONNECTIONS	1	EA	\$456.96	\$ 456.96
TIE INTO EXISTING TRANSFORMER WITH NEW PRIMARY INCLUDING ALL NECESSARY CONNECTIONS	3	EA	\$558.50	\$ 1,675.51
TIE INTO EXISTING TRANSFORMER INCLUDING ALL NECESSARY CONNECTIONS	3	EA	\$558.50	\$ 1,675.51
CONNECT PROPOSED 3PN3C TO EXISTING PRIMARY CONDUITS CAPPED BELOW GRADE UNDER ROADWAY.	1	EA	\$2,500.00	\$ 2,500.00
INTERCEPT EXISTING SVC CONDUITS	44	EA	\$463.92	\$ 20,412.48
RELOCATE EXISTING DISCONNECT SWITCH AT EXISTING FLASHING TRAFFIC SIGNAL	1	EA	\$3,400.00	\$ 3,400.00
TIE INTO EXISTING HANDHOLE	22	EA	\$463.92	\$ 10,206.24
INTERCEPT EXISTING "A/B/C" PRIMARY	3	EA	\$2,400.00	\$ 7,200.00
LAYDOWN PRIMARY RISER INTO SPLICE BOX	8	EA	\$2,850.00	\$ 22,800.00
INTERCEPT & BREAK INTO EXISTING DUCT TO CONNECT NEW CONDUIT	1	EA	\$463.92	\$ 463.92
REPULL NEW FPL FURNISHED FNC IN EXISTING CONDUIT TO MANHOLE CORE EXISTING FEEDER SPLICE BOX FOR PROPOSED NEW INSTALLATIONS TO CONNETD INTO	68	LF	\$82.00	\$ 5,576.00
	2	EA	\$1,850.00	\$ 3,700.00
INTERCEPT EXISTING "C" PHASE PRIMARY	2	EA	\$463.92	\$ 927.84
TIE INTO EXISTING PRIMARY SPLICE BOXES WITH NEW "A/B/C" PHASE PRIMARY	2	EA	\$2,200.00	\$ 4,400.00
LOCATE & TRACE SPARE CONDUITS / DETERMINE IF THEY ROUTE TO MDP. NOTIFY E.O.R. IF SPARE CONDUITS MAY BE USED AS NEW SVC FOR 640 S. OCEAN BLVD.	1	EA	\$1,250.00	\$ 1,250.00
FURNISH & INSTALL NEW COMMERCIAL SERVICE TO INTERCEPT EXISTING STREET LIGHTING SERVICE	1	EA	\$10,450.00	\$ 10,450.00
FURNISH & INSTALL NEW NIGHTMASTER CONTROLLER	2	EA	\$6,500.00	\$ 13,000.00
INSTALL FPL FURNISHED PME-4 THREE PHASE PAD MOUNTED SWITCH GEAR AND ALL CONNECTIONS	7	EA	\$1,649.49	\$ 11,546.43
INTERCEPT EXISTING PRIMARY	12	EA	\$2,400.00	\$ 28,800.00
LOOP INTO EXISTING TRANSFORMER	2	EA	\$360.83	\$ 721.66
LAYDOWN EXISTING SERVICE RISER INTO NEW HANDHOLE	1	EA	\$1,250.00	\$ 1,250.00
INSTALL FPL FURNISHED CAPACITOR BANK COMPLETE INCLUDING ALL CONNECTIONS	1	EA	\$2,474.23	\$ 2,474.23
INTERCEPT EXISTING FEEDER	2	EA	\$4,800.00	\$ 9,600.00
STUB UP & TEMP. CAP CONDUIT BELOW GRADE FOR FUTURE USE INCLUDING MARKER BALL	2	EA	\$350.00	\$ 700.00
TEMPORARY POLE HOLD	1	EA	\$2,900.00	\$ 2,900.00
REMOVAL OF ALL RISERS (conduit, wire and u-guard) UP THE POLE FOR BOTH PRIMARY AND SECONDARY. THIS ALSO INCLUDES THE SECONDARY WIRE SPANNING BETWEEN THE POLE AND RESIDENCE	1	LS	\$425,000.00	\$ 425,000.00
FURNISH & INSTALL FIXED BOLLARDS	7	EA	\$950.00	\$ 6,650.00
FURNISH & INSTALL REMOVABLE BOLLARDS	11	EA	\$1,400.00	\$ 15,400.00
ENCASE EXISTING SANITARY MAIN IN CONCRETE	30	LF	\$180.00	\$ 5,400.00
REMOVE ABABDINED SEWER LATERAL AS REQUIRED AND CAP	12	LF	\$30.00	\$ 360.00
RELOCATE EXISTING GAS MAIN	0	LS	BY OTHERS	
POLE & OVERHEAD WIRE REMOVAL/DISPOSAL COMPLETE	0	LS	BY OTHERS	
<b>ATT</b>				
FURNISH AND INSTALL 1-1- <b>ATT-S</b> CONDUITS	5,752	LF	\$13.71	\$ 78,866.82
FURNISH AND INSTALL 1-2- <b>ATT-S</b> CONDUITS	3,016	LF	\$22.34	\$ 67,376.84
FURNISH AND INSTALL 2-1- <b>ATT-S</b> CONDUITS	241	LF	\$18.28	\$ 4,405.87
FURNISH AND INSTALL 2-2- <b>ATT-S</b> CONDUITS	182	LF	\$26.91	\$ 4,897.66
FURNISH AND INSTALL 3-2- <b>ATT-S</b> CONDUITS	53	LF	\$32.50	\$ 1,722.24
FURNISH AND INSTALL 1-2- <b>ATT-M</b> CONDUITS	376	LF	\$22.34	\$ 8,399.76
FURNISH AND INSTALL 1-5- <b>ATT-M</b> CONDUITS	8,492	LF	\$34.52	\$ 293,179.93
FURNISH AND INSTALL 2-5- <b>ATT-M</b> CONDUITS	1,478	LF	\$49.76	\$ 73,548.53
FURNISH AND INSTALL <b>ATT</b> FLUSH VAULT 30"X48"	42	EA	\$2,132.48	\$ 89,563.98
FURNISH AND INSTALL <b>ATT</b> FLUSH VAULT 30"X48", H2O ROAD RATED LID	2	EA	\$9,206.20	\$ 18,412.41

Item Description	Quantity	U/M	Unit Price	Amount
FURNISH AND INSTALL <b>ATT</b> HANDHOLE 10"X15"	23	EA	\$2,132.48	\$ 49,046.94
FURNISH AND INSTALL <b>ATT</b> HANDHOLE 10"X17"	2	EA	\$467.12	\$ 934.23
CONNECT PROPOSED CONDUITS TO EXISTING AT&T VAULT	3	EA	\$675.00	\$ 2,025.00
FURNISH AND INSTALL <b>ATT</b> PEDESTALS	0	EA	BY OTHERS	
ATT ENGINEERING & INSTALLATION FEES	0	EA	BY OTHERS	
<b>COMCAST</b>				
FURNISH AND INSTALL 1-1- <b>CC-S</b> CONDUITS	1,772	LF	\$17.27	\$ 30,597.21
FURNISH AND INSTALL 1-2- <b>CC-S</b> CONDUITS	75	LF	\$22.34	\$ 1,675.49
FURNISH AND INSTALL 2-1- <b>CC-S</b> CONDUITS	348	LF	\$20.31	\$ 7,068.12
FURNISH AND INSTALL 2-2- <b>CC-S</b> CONDUITS	16	LF	\$25.38	\$ 406.14
FURNISH AND INSTALL 3-1- <b>CC-S</b> CONDUITS	97	LF	\$23.35	\$ 2,265.37
FURNISH AND INSTALL 4-1- <b>CC-S</b> CONDUITS	10	LF	\$26.40	\$ 263.98
FURNISH AND INSTALL 1-2- <b>CC-M</b> CONDUITS	1,602	LF	\$17.27	\$ 27,661.81
FURNISH AND INSTALL 1-3- <b>CC-M</b> CONDUITS	12,207	LF	\$28.44	\$ 347,129.85
FURNISH AND INSTALL 2-3- <b>CC-M</b> CONDUITS	5,694	LF	\$46.71	\$ 265,959.34
FURNISH AND INSTALL 3-3- <b>CC-M</b> CONDUITS	568	LF	\$46.71	\$ 26,530.54
FURNISH AND INSTALL 4-3- <b>CC-M</b> CONDUITS	20	LF	\$55.85	\$ 1,116.99
CONNECT 2-3-CC-M TO EXISTING VAULT/PED SET IN PHASE 2 SOUTH	1	EA	\$775.00	\$ 775.00
FURNISH AND INSTALL COMCAST FLUSH VAULT 17"X30", H20 ROAD RATED LID	1	EA	\$9,346.40	\$ 9,346.40
FURNISH AND INSTALL <b>COMCAST</b> VAULT	0	EA	BY OTHERS	
FURNISH AND INSTALL <b>COMCAST</b> VHUB	0	EA	BY OTHERS	
FURNISH AND INSTALL <b>COMCAST</b> POWER SUPPLY	0	EA	BY OTHERS	
FURNISH AND INSTALL <b>COMCAST</b> LCP	0	EA	BY OTHERS	
FURNISH AND INSTALL <b>COMCAST</b> PEDESTALS	0	EA	BY OTHERS	
COMCAST ENGINEERING & INSTALLATION FEES	0	EA	BY OTHERS	
<b>Total Direct Construction Cost</b>				<b>\$5,624,386.18</b>

\*INSTALLATION SHALL INCLUDE SAWCUTTING, ASPHALT REMOVAL, DISPOSAL, AND TEMPORARY ROADWAY RESTORATION PER PLAN DETAILS INCLUDING ANY DISTURBED LINE STRIPING.

\*CONTRACTOR IS ENCOURAGED TO DIRECTIONAL DRILL ANY CONDUITS WHERE POSSIBLE OR IF UNFEASIBLE TO OPEN CUT. THE OBJECTIVE IS TO AVOID COSTLY PROPERTY RESTORATION

\*ROCK MAY BE ENCOUNTERED; EXCAVATION OR DRILLING OF ROCK SHOULD BE ANTICIPATED. THOROUGH INVESTIGATION IS ENCOURAGED (SEE SOILS REPORT). IF ROCK IS ENCOUNTERED, CLEAN BACKFILL MUST BE USED. BOTH ROCK EXCAVATION AND CLEAN BACKFILL SHALL BE INCLUDED IN YOUR PRICE.

\*DEWATERING IS ANTICIPATED AND SHALL BE INCLUDED IN YOUR PRICE.

**Town of Palm Beach  
Townwide Overhead Utility Undergrounding  
Midtown Watermain Replacement  
GENERAL CONDITIONS**

From: **Burkhardt Construction, Inc.**  
Attn: Marc Kleisley, Vice President  
1400 Alabama Ave.  
West Palm Beach, FL 33401  
Ph: (561) 659-1400  
Fax: (561) 659-1402

Owner: **Town Of Palm Beach**  
Public Works & Engineering Dept  
951 Old Okeechobee Road  
West Palm Beach, FL 33401  
Tel: (561) 838-5440  
Fax: (561) 835-4691

Engineer: **Kimley-Horn & Associates, Inc.**  
Attn: Kevin Schanen, P.E.  
1920 Wekiva Way, Suite 200  
West Palm Beach, FL. 33411  
Ph: (561) 845-0665  
Fax: (561) 863-8175

Project: **Townwide Overhead Utility Undergrounding - Phase 3 - South**

Plans: Based On Bid Set Plans/Specifications BCI Dated June 22, 2020  
Complete Plan Log Attached

Location: Town of Palm Beach

Proposal Date: 8/24/2020; Rev. 8/28/2020

Item Description	Amount
BASED ON A 7 MONTH DURATION	
<i>MOBILIZATION (move-in, move-out)</i>	\$0.00
TRANSPORT	\$65.00 / Hr x 0 = \$0.00
EQUIPMENT	\$35.00 / Hr. x 0 = \$0.00



<b>PROJECT FIELD OFFICE</b>					<b>\$54,915.00</b>
OFFICE	\$3,500.00 /	mo.	x	7	\$24,500.00
YARD	\$0.00 /	mo.	x	0	\$0.00
EMPLOYEE PARKING FEES	\$500.00 /	mo.	x	0	\$0.00
WORK PLATFORM FOR YARD	\$200.00 /	mo.	x	0	\$0.00
TEMPORARY FENCING FOR YARD	\$500.00 /	mo.	x	0	\$0.00
CONSTRUCTION YARD LIGHTING	\$0.00 /	mo.	x	0	\$0.00
OFFICE FURNISHINGS	\$500.00 /	mo.	x	0	\$0.00
COMPUTERS	\$300.00 /	mo.	x	7	\$2,100.00
PROCORE SOFTWARE	\$500.00 /	mo.	x	7	\$3,500.00
SUBMITTAL SOFTWARE	\$2,000.00 /	ls	x	1	\$2,000.00
COPY MACHINE	\$350.00 /	mo.	x	7	\$2,450.00
FAX MACHINE	\$100.00 /	mo.	x	0	\$0.00
INTERNET SERVICE	\$150.00 /	mo.	x	7	\$1,050.00
CELLULAR TELEPHONE	\$500.00 /	mo.	x	7	\$3,500.00
TELEPHONE	\$150.00 /	mo.	x	0	\$0.00
FEDERAL EXPRESS MAILINGS	\$100.00 /	mo.	x	0	\$0.00
POSTAGE	\$50.00 /	mo.	x	7	\$350.00
PHOTOGRAPHS					
AERIAL PHOTOS	\$110.00 /	mo.	x	7	\$770.00
JOB PHOTOS	\$50.00 /	wk	x	0	\$0.00
PRE-CONSTRUCTION VIDEO	\$5,000.00 /	ls	x	1	\$5,000.00
PLAN REPRODUCTION COST/PRINTING	\$200.00 /	set	x	7	\$1,400.00
OFFICE SUPPLIES	\$50.00 /	mo.	x	7	\$350.00
FIRST AID SUPPLIES	\$50.00 /	mo.	x	7	\$350.00
WATER SERVICE	\$35.00 /	mo.	x	7	\$245.00
SANITARY SERVICE	\$50.00 /	mo.	x	7	\$350.00
ELECTRIC SERVICE	\$200.00 /	mo.	x	7	\$1,400.00
GARBAGE SERVICE	\$25.00 /	mo.	x	7	\$175.00
CONSTRUCTION WATER	\$500.00 /	mo.	x	7	\$3,500.00
JOHN DEERE GATOR (1)	\$500.00 /	mo.	x	0	\$0.00
ICE	\$275.00 /	mo.	x	7	\$1,925.00
<b>BONDS</b>					<b>\$23,312.50</b>
GENERAL BOND	\$1,865,000.00		x	1.25%	\$23,312.50
SUBCONTRACTORS BONDS					
<b>PARTNERING INITIATIVES</b>					<b>\$2,500.00</b>
NOTICES, LETTERS, INFORMATION MEETINGS					\$2,500.00
<b>INSURANCE</b>					<b>\$34,992.07</b>
GENERAL INSURANCE	\$1,841,688.00		x	1.90%	\$34,992.07
Commercial General Liability					
Comprehensive Automobile Liability					
Owner Indemnification					
Professional (Errors/Omissions) Liability					
Excess/Umbrella Liability					
ADD'L INSUREDS	\$100.00 /	ea.	x	0	\$0.00
ADDED INSURANCES					NOT INCLUDED
Railroad protective Liability Ins.					NOT INCLUDED
Builders Risk Insurance					NOT INCLUDED
Installation Floater					NOT INCLUDED
Flood Insurance					NOT INCLUDED
SUBCONTRACTORS' INSURANCE					INCLUDED IN THEIR DIRECT COSTS
<b>SANITARY SERVICES</b>					<b>\$4,550.00</b>
JOB TOILET (2 ea.)	\$650.00 /	mo.	x	7	\$4,550.00

<u>TESTING COSTS</u>							<u>\$19,982.75</u>
DENSITIES							
PRESSURE							
PROCTORS							
BACTERIOLOGICAL						INCLUDED IN SUBCONTRACTORS PRICE	
CONCRETE CYLINDERS							
ENGINEERING & REPORTING							
TYPING OF INSTALLED LINES						NOT INCLUDED	
<u>FEES</u>							<u>\$0.00</u>
TOPB BUILDING DEPT. PERMIT FEES/REVISION FEES							NONE ANTICIPATED
PERMIT SUBMISSION AND EXPEDITING							BY OTHERS
FDOT GENERAL USE PERMITS							NIC
DEWATERING PERMITS							NO FEE PERMIT
RAILROAD PERMITS							NIC
PALM BEACH COUNTY PERMITS							NIC
CITY OF WEST PALM BEACH PERMITS							NIC
<u>SURVEYING</u>							<u>\$36,500.00</u>
LAYOUT & ASBUILTS		Avirom					\$31,500.00
ALLOWANCE FOR RESTAKING			\$5,000.00 /	LS	x	1	\$5,000.00
& DRAFTING							
<u>SMALL HAND TOOLS/EQUIPMENT RENTAL</u>							<u>\$0.00</u>
ALLOWANCE (GENERAL)							\$0.00
HANDLING, STORAGE, UN-LOADING OF OWNER DIRECT PURCHASE MATERIALS							N/A
GENERAL CONDITIONS TOTAL							<u><u>\$176,752.32</u></u>

**Town of Palm Beach  
Townwide Overhead Utility Undergrounding  
Phase 3 - South**

**GENERAL CONDITIONS**

From: **Burkhardt Construction, Inc.**  
Attn: Marc Kleisley, Vice President  
1400 Alabama Ave.  
West Palm Beach, FL 33401  
Ph: (561) 659-1400  
Fax: (561) 659-1402

Owner: **Town Of Palm Beach**  
Public Works & Engineering Dept  
951 Old Okeechobee Road  
West Palm Beach, FL 33401  
Tel: (561) 838-5440  
Fax: (561) 835-4691

Engineer: **Kimley-Horn & Associates, Inc.**  
Attn: Kevin Schanen, P.E.  
1920 Wekiva Way, Suite 200  
West Palm Beach, FL 33411  
Ph: (561) 845-0665  
Fax: (561) 863-8175

Project: **Townwide Overhead Utility Undergrounding - Phase 3 - South**

Plans: Based On Bid Set Plans/Specifications BCI Dated June 22, 2020  
Complete Plan Log Attached

Location: Town of Palm Beach

Proposal Date: 8/24/2020; Rev. 8/28/2020

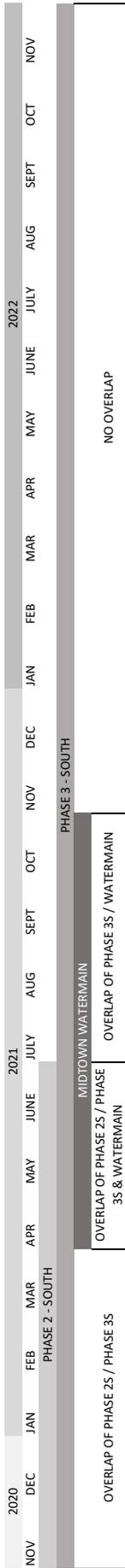
Item Description					Amount
BASED ON A 24 MONTH DURATION					
<i>MOBILIZATION (move-in, move-out)</i>					\$0.00
TRANSPORT	\$65.00 /	Hr	x	0	\$0.00
EQUIPMENT	\$35.00 /	Hr.	x	0	\$0.00



<b>PROJECT FIELD OFFICE</b>					<b>\$99,850.00</b>
OFFICE	\$3,500.00 /	mo.	x	10	\$35,000.00
YARD	\$0.00 /	mo.	x	0	\$0.00
EMPLOYEE PARKING FEES	\$500.00 /	mo.	x	0	\$0.00
WORK PLATFORM FOR YARD	\$200.00 /	mo.	x	0	\$0.00
TEMPORARY FENCING FOR YARD	\$500.00 /	mo.	x	0	\$0.00
CONSTRUCTION YARD LIGHTING	\$0.00 /	mo.	x	0	\$0.00
OFFICE FURNISHINGS	\$500.00 /	mo.	x	0	\$0.00
COMPUTERS	\$300.00 /	mo.	x	10	\$3,000.00
PROCORE SOFTWARE	\$750.00 /	mo.	x	10	\$7,500.00
SUBMITTAL SOFTWARE	\$2,000.00 /	ls	x	0	\$0.00
COPY MACHINE	\$350.00 /	mo.	x	10	\$3,500.00
FAX MACHINE	\$100.00 /	mo.	x	0	\$0.00
INTERNET SERVICE	\$150.00 /	mo.	x	10	\$1,500.00
CELLULAR TELEPHONE	\$500.00 /	mo.	x	10	\$5,000.00
TELEPHONE	\$150.00 /	mo.	x	0	\$0.00
FEDERAL EXPRESS MAILINGS	\$100.00 /	mo.	x	0	\$0.00
POSTAGE	\$50.00 /	mo.	x	0	\$0.00
PHOTOGRAPHS					
AERIAL PHOTOS	\$110.00 /	mo.	x	0	\$0.00
JOB PHOTOS	\$50.00 /	wk	x	0	\$0.00
PRE-CONSTRUCTION VIDEO	\$30,500.00 /	ls	x	1	\$30,500.00
PLAN REPRODUCTION COST/PRINTING	\$200.00 /	set	x	10	\$2,000.00
OFFICE SUPPLIES	\$50.00 /	mo.	x	10	\$500.00
FIRST AID SUPPLIES	\$50.00 /	mo.	x	10	\$500.00
WATER SERVICE	\$35.00 /	mo.	x	10	\$350.00
SANITARY SERVICE	\$50.00 /	mo.	x	10	\$500.00
ELECTRIC SERVICE	\$200.00 /	mo.	x	10	\$2,000.00
GARBAGE SERVICE	\$25.00 /	mo.	x	10	\$250.00
CONSTRUCTION WATER	\$500.00 /	mo.	x	10	\$5,000.00
JOHN DEERE GATOR (1)	\$500.00 /	mo.	x	0	\$0.00
ICE	\$275.00 /	mo.	x	10	\$2,750.00
<b>BONDS</b>					<b>\$100,367.31</b>
GENERAL BOND	\$8,029,385.00		x	1.25%	\$100,367.31
SUBCONTRACTORS BONDS					
<b>PARTNERING INITIATIVES</b>					<b>\$2,500.00</b>
NOTICES, LETTERS, INFORMATION MEETINGS					\$2,500.00
<b>INSURANCE</b>					<b>\$150,651.34</b>
GENERAL INSURANCE	\$7,929,017.69		x	1.90%	\$150,651.34
Commercial General Liability					
Comprehensive Automobile Liability					
Owner Indemnification					
Professional (Errors/Omissions) Liability					
Excess/Umbrella Liability					
ADD'L INSUREDS	\$100.00 /	ea.	x	0	\$0.00
ADDED INSURANCES					NOT INCLUDED
Railroad protective Liability Ins.					NOT INCLUDED
Builders Risk Insurance					NOT INCLUDED
Installation Floater					NOT INCLUDED
Flood Insurance					NOT INCLUDED
SUBCONTRACTORS' INSURANCE					INCLUDED IN THEIR DIRECT COSTS
<b>SANITARY SERVICES</b>					<b>\$15,600.00</b>
JOB TOILET (2 ea.)	\$650.00 /	mo.	x	24	\$15,600.00

<i>TESTING COSTS</i>		\$65,000.00
DENSITIES		
PRESSURE	NOT INCLUDED	
PROCTORS		
BACTERIOLOGICAL	NOT INCLUDED	
CONCRETE CYLINDERS		
ENGINEERING & REPORTING		
TYPING OF INSTALLED LINES	NOT INCLUDED	
<i>FEES</i>		\$12,000.00
TOPB BUILDING DEPT. PERMIT FEES/REVISION FEES		NONE ANTICIPATED
PERMIT SUBMISSION AND EXPEDITING		BY OTHERS
NPDES REPORTING	\$500/mo @ 24 mos.	\$12,000.00
FDOT GENERAL USE PERMITS		NIC
DEWATERING PERMITS		NO FEE PERMIT
RAILROAD PERMITS		NIC
PALM BEACH COUNTY PERMITS		NIC
CITY OF WEST PALM BEACH PERMITS		NIC
<i>SURVEYING</i>		\$157,380.00
LAYOUT & ASBUILTS	Avirom	\$157,380.00
ALLOWANCE FOR RESTAKING & DRAFTING		SEE DIRECT COSTS
<i>SMALL HAND TOOLS/EQUIPMENT RENTAL</i>		\$0.00
ALLOWANCE (GENERAL)		\$0.00
HANDLING, STORAGE, UN-LOADING OF OWNER DIRECT PURCHASE MATERIALS		N/A
GENERAL CONDITIONS TOTAL		\$603,348.65

MANAGEMENT / GC OVERLAP



**Town of Palm Beach  
Townwide Overhead Utility Undergrounding  
Midtown Watermain Replacement**

**CONSTRUCTION PHASE MANAGEMENT FEE**

**From: Burkhardt Construction, Inc.**  
Attn: Marc Kleisley, Vice President  
1400 Alabama Ave.  
West Palm Beach, FL 33401  
Ph: (561) 659-1400  
Fax: (561) 659-1402

**Owner: Town Of Palm Beach**  
Public Works & Engineering Dept  
951 Old Okeechobee Road  
West Palm Beach, FL 33401  
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**Engineer: Kimley-Horn & Associates, Inc.**  
Attn: Kevin Schanen, P.E.  
1920 Wekiva Way, Suite 200  
West Palm Beach, FL. 33411  
Ph: (561) 845-0665  
Fax: (561) 863-8175

**Project: Townwide Overhead Utility Undergrounding - Phase 3 - South**

**Plans:** Based On Bid Set Plans/Specifications BCI Dated June 22, 2020  
Complete Plan Log Attached

**Location:** Town of Palm Beach

**Proposal Date:** 8/24/2020; Rev. 8/28/2020

Item Description	Hrs./Week	Weeks	Hrs./Week	Weeks	Rate/Hr.	Amount
Based on a 7 month duration Starting in April 5, 2021						
November 2020 - March 2021		0 weeks				
April 2021 - June 2021		13 weeks	3 months			
July 2021 - October 2021		17 weeks	4 months			
		30 weeks	7 months			

	Apr '21 - Jun '21		Jul '21 - Oct '21		Rate/Hr.	Amount
	Hrs./Week	Weeks	Hrs./Week	Weeks		
Project Principal	0	13	5	17	\$ 175.00	\$ 14,875.00
Senior Project Manager	16	13	16	17	\$ 150.00	\$ 72,000.00
Project Manager	0	13	0	17	\$ 100.00	\$ -
Assistant Project Manager	32	13	20	17	\$ 75.00	\$ 56,700.00
Superintendent/Construction Field Manager	8	13	16	17	\$ 100.00	\$ 37,600.00
Merchant/Resident Liaison	8	13	16	17	\$ 75.00	\$ 28,200.00
Project Accountant	5	13	5	17	\$ 90.00	\$ 13,500.00
Administrative Assistant	10	13	10	17	\$ 50.00	\$ 15,000.00
Field Office Clerk	0	13	0	17	\$ 50.00	\$ -
						<b>\$ 237,875.00</b>



**Town of Palm Beach  
Townwide Overhead Utility Undergrounding  
Phase 3 - South**

**CONSTRUCTION PHASE MANAGEMENT FEE**

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Project: **Townwide Overhead Utility Undergrounding - Phase 3 - South**

Plans: Based On Bid Set Plans/Specifications BCI Dated June 22, 2020  
Complete Plan Log Attached

Location: Town of Palm Beach

Proposal Date: 8/24/2020; Rev. 8/28/2020

Item Description									Rate/Hr.	Amount
Based on a 24 month duration - Starting November 1, 2020										
November 2020 - March 2021	22 weeks	5 months								
April 2021 - June 2021	13 weeks	3 months								
July 2021 - October 2021	17 weeks	4 months								
November 2021 - November 2022	52 weeks	12 months								
	104 weeks	24 months								
			Nov '20 - Mar '21		Apr '21 - Jun '21		Jul '21 - Oct '21		Nov '21 - Nov '22	
	Hrs./Week	Weeks	Hrs./Week	Weeks	Hrs./Week	Weeks	Hrs./Week	Weeks		
Project Principal	0	22	0	13	0	17	5	52	\$ 175.00	\$ 45,500.00
Senior Project Manager	16	22	0	13	16	17	24	52	\$ 150.00	\$ 280,800.00
Project Manager	0	22	0	13	0	17	0	52	\$ 100.00	\$ -
Assistant Project Manager	32	22	0	13	20	17	40	52	\$ 75.00	\$ 234,300.00
Superintendent/Construction Field Manager	8	22	0	13	16	17	32	52	\$ 100.00	\$ 211,200.00
Merchant/Resident Liaison	8	22	0	13	16	17	32	52	\$ 75.00	\$ 158,400.00
Project Accountant	5	22	0	13	5	17	5	52	\$ 90.00	\$ 40,950.00
Administrative Assistant	10	22	0	13	10	17	10	52	\$ 50.00	\$ 45,500.00
Field Office Clerk	0	22	0	13	0	17	0	52	\$ 50.00	\$ -
									<b>\$</b>	<b>1,016,650.00</b>



Town of Palm Beach  
Townwide Overhead Utility Undergrounding  
Phase 3 - South

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**Exceptions & Clarifications - 8/24/2020**

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**GENERAL**

- 1 Scope of work and quantities are based on Bid Set Plans received 6/22/2020 for the Townwide Overhead Utility Undergrounding - Phase 3 - South . Complete plan log is included with this submittal.
- 2 G.M.P. pricing is based on a project start date of November 2020. Project duration shall be 2.5 years or 30 months from notice to proceed.
- 3 G.M.P. does not include a construction contingency for the overhead utility undergrounding. Burkhardt Construction, Inc. recommends that the Town carry a construction contingency.
- 4 G.M.P. does not include any capital improvement fees, connection fees or impact fees.
- 5 It is understood that the Direct Construction Cost (Exhibit "A") is unit prices for the work shown in the plans and as modified by these exceptions and clarifications.
- 6 Project master schedule and schedule updates shall be a bar chart schedule acceptable to the Owner prepared by CMAR in house personnel.
- 7 Project Manual as described in the contract shall mean the closeout project manual which shall be updated periodically and presented to the Owner upon completion of the project. The information contained in this manual shall be as requested by the Owner.
- 8 G.M.P. cost estimate does not include additional insurance premiums for naming individual property owners as additional insureds.
- 9 G.M.P. includes all sales tax on materials. If the Town elects to purchase the ATT & COMCAST materials, the estimated tax savings will be issued in a deductive change order.
- 10 Utility easements shall be obtained prior to work being performed in that area. If a construction easement has not been obtained it may impact the installation schedule, additional costs may be incurred. Reimbursement of costs may be requested and deemed appropriate, if and only if it is mutually agreed upon by the Town of Palm Beach and Burkhardt Construction. If these costs are deemed appropriate they will be paid from the Owner's contingency.

- 11 Burkhardt Construction, Inc. (BCI) is not liable for failure to perform such work or any damages that occur if such failure is as a result of Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster). If BCI asserts Force Majeure as the reason for failure to perform such work or such damages occur as a result of any Act of God, then BCI must prove that they took reasonable steps to minimize delay or damages caused by unforeseeable events, that BCI substantially fulfilled all obligations, and that the owner was timely notified of the likelihood or actual occurrence of the event described as an Act of God (Force Majeure). Any construction related damages that took place as a result, shall be repaired or removed and replaced at the same contract unit prices and shall be paid out of the Owner's contingency.
- 12 If the proposed design locations of transformers, vaults and handholes change after conduit installation, then additional costs may be incurred for the relocation. Reimbursement of costs may be requested and deemed appropriate, if and only if it is mutually agreed upon by the Town of Palm Beach and Burkhardt Construction. If these costs are deemed appropriate they will be paid from the Owner's contingency.
- 13 In the event that the terms and provisions of all attached Exhibits conflict with or are omitted from the terms and provisions of this Contract, the terms and provisions of the attached Exhibits shall govern with respect to the performance of the work.
- 14 TOPB Building Permits; All permits shall be in hand prior to start of construction.
- 15 The following are part of the G.M.P. in order to facilitate the aggressive work schedule.
- a. November 1, 2020 through November 30, 2020 Regularly scheduled crew work hours shall be from 8:00 AM to 6:00 PM Monday through Friday. December 1, 2020 through April 30, 2021 crew work hours shall be 9:00 AM to 5:00 PM Monday through Friday. From May 1, 2021 through November 30, 2021 Regularly scheduled crew work hours shall be from 8:00 AM to 6:00 PM Monday through Friday. December 1, 2021 through April 30, 2022 crew work hours shall be 9:00 AM to 5:00 PM Monday through Friday. From May 1, 2022 through November 1, 2022 Regularly scheduled crew work hours shall be from 8:00 AM to 6:00 PM Monday through Friday.
  - b. Night, weekend or holiday work beyond the regularly scheduled work hours stated in item a., which may be necessary due to emergency, delay or makeup time, shall be requested on a case by case basis and reviewed/approved by the Public Works Staff. If the Public Works Staff approves the request, the following Town code section shall not apply to the work performed in this GMP. Sec. 42-198(a) *Prohibited*. During the period of the year commencing on the Monday prior to Thanksgiving of each year and ending April 30, no person shall operate or cause to be operated the following machinery or equipment within the town (1)Dredges, whether used in making hydraulic fills, dry fills, piledriving or any other purpose.(2)Hammer-driven piledrivers, whether operated from water or land, or from motor truck or tractor, and whether stationary or moveable.(3)Gasoline, diesel and/or steam engines, operated in such a manner as to emit odors or noises offensive or disagreeable to the inhabitants of the town.(4)Dry sandblasting machines and jackhammers.(5)Any other class of machinery or appliance that in its operation would render the enjoyment of property within the town less agreeable than if such appliances or machinery were not operated.
  - c. The project will require free and unlimited jobsite access for workmen and deliveries during all authorized work hours.
  - d. The schedule makes no provision for delays caused by named storms.
  - e. The construction contract shall be authorized by the Town Council in the November 2020 Town Council meeting.

- 16 G.M.P. does not include costs for removal / remediation of asbestos cement pipe or any other hazardous materials.
- 17 G.M.P. does not include removal or replacement of any unsuitable subsoils. Demucking is specifically excluded.
- 18 G.M.P. is based upon the use of the Town's property as a construction staging yard located at 6th Street and Dixie Highway, West Palm Beach and Phipps Ocean Park. Fence rental and storage containers are not included in this GMP.
- 19 Prices are based on re-using excavated material for backfill. No unsuitable subsoil excavation, removal or replacement. Unsuitable soil, if encountered shall be removed, disposed of, replaced as directed by the Owner and billed to the Owner at the actual direct cost.
- 20 G.M.P. is based on the assumption that portions of roadways will be closed to vehicular traffic during some phases of construction. Closures shall be coordinated with the Town and in accordance with the Town's Maintenance of Traffic permit conditions.
- 21 G.M.P. cost estimate does not include any new street signage, posts or line striping other than what has been disturbed due to construction.

**WATER / SEWER / STORM DRAINAGE**

- 1 G.M.P. does not include any cost for disposal/treatment of contaminated ground water if encountered during dewatering operations. It is assumed that clean groundwater generated by dewatering operations will be discharged into the existing storm drainage system.
- 2 Cleaning of the existing storm drainage system within the project limits is not included except to the extent caused by contractor negligence that is under the direct supervision of the construction manager.
- 3 G.M.P. cost estimate does not include City of West Palm Beach meter installation and hook-up fees.
- 4 G.M.P. cost estimate does not include any sanitary sewer work.

**FRANCHISE UTILITIES**

- 1 G.M.P. cost estimate does not include any design, engineering or installation fees which may be charged to the Owner by franchise utility companies. (electric, telephone, cable tv, gas)
- 2 The Construction Manager at Risk shall not assume liability or warranty any work performed by FPL, COMCAST, ATT, FPU and/or their subcontractors.
- 3 The schedule represents the work controlled by the Construction Manager. Should the project exceed the scheduled duration due to the involvement of entities beyond our control (including but not limited to FPL, ATT and Comcast), a "No Fee" time extension for that work shall be issued. "No Fee" specifically refers to the construction phase fee and profit. Should a "Fee" be requested and deemed appropriate, if and only if it is mutually agreed upon by the Town of Palm Beach and Burkhardt Construction prior to the granted time extension.
- 4 The energizing of the new system is dependent on receiving switching orders from FPL. Services cannot be converted until the transformers are "hot".



- 5 G.M.P. does not include FPL's binding cost estimate, Comcast or ATT. These invoices shall be paid directly by the owner. Once FPL's binding cost estimate is fully executed and FPL materials are released to the subcontractor the Town will issue the Notice to Proceed.
- 6 G.M.P. cost estimate does not include any ATT wire. Comcast wire and private side service conduits outside the right of way are also excluded from the cost estimate.
- 7 G.M.P. cost estimate does not include any meter can or service disconnect removal and replacements.
- 8 G.M.P. cost estimate does not include any rear easement restoration for FPL pole and wire removal.
- 9 G.M.P. cost estimate does not include any demolition and removal of any unknown structures during the installation of the proposed conduit. If encountered the additional work shall be paid from Owner's contingency.
- 10 G.M.P. cost estimate does not include any of the chicanes shown in the plans. If a chicane is required the additional work shall be paid from the Owner's contingency.
- 11 G.M.P. includes a cost to mill and pave 1" per the area shown in the Midtown watermain plans. The G.M.P. does not include the 1" overlay for 210 El Vedado. All other disturbed pavement areas as a result of the Overhead to Undergrounding project or Watermain project will be restored with a permanent patch.

**ELECTRICAL**

- 1 G.M.P. cost estimate does not include street lighting.

**ALTERNATES**

- 1 None





TOWN-WIDE OVERHEAD UTILITY UNDERGROUNDING  
 PHASE 3 SOUTH  
 PRELIMINARY SCHEDULE  
 RFQ No. 2019-03

ID	Task Name	Duration	Start	Finish	Half 2, 2020	Half 1, 2021	Half 2, 2021	Half 1, 2022	Half 2, 2022	Half 1, 2023	
1	<b>PHASE 3 SOUTH</b>	<b>688 days?</b>	<b>Wed 9/9/20</b>	<b>Fri 4/28/23</b>							
2	Town Council Approval	1 day	Wed 9/9/20	Wed 9/9/20							
3	Award Prime Contract	8 days	Thu 9/10/20	Mon 9/21/20							
4	Permitting	20 days	Thu 9/10/20	Wed 10/7/20							
5	Customer Owned Service Connection Permitting	20 days	Thu 9/10/20	Wed 10/7/20							
6	Sub Contract Agreements	20 days	Thu 9/10/20	Wed 10/7/20							
7	Material Procurement	30 days	Mon 9/21/20	Fri 10/30/20							
8	Underground Conduit Installation, Primary/Secondary (FPL, ATT, Comcast)	456 days	Mon 11/2/20	Mon 8/1/22							
9	As-Built Submission / Review (FPL)	410 days	Mon 2/1/21	Fri 8/26/22							
10	Secondary Services / Wire	260 days	Mon 7/5/21	Fri 7/1/22							
11	Feeder Splice Box Installation	270 days	Mon 6/7/21	Fri 6/17/22							
12	Set Transformers / Switch Cabinets (FPL)	270 days	Mon 6/7/21	Fri 6/17/22							
13	Pull Wire / Terminations Primary (FPL)	250 days	Mon 9/6/21	Fri 8/19/22							
14	*ATT Rod Conduit, Pull Wire, Set Pedestals	200 days	Mon 9/6/21	Fri 6/10/22							
15	*Comcast Pull Wire, Set Pedestals	200 days	Mon 9/6/21	Fri 6/10/22							
16	*Cut over / Overhead Removal (ATT/Comcast)	105 days	Mon 3/21/22	Fri 8/12/22							
17	Energize Underground (FPL)	65 days	Mon 8/22/22	Fri 11/18/22							
18	Secondary Service Switch Over (FPL)	95 days	Mon 8/22/22	Fri 12/30/22							
19	** Demo Overhead / Remove Poles (FPL) / Final Restoration	85 days	Mon 1/2/23	Fri 4/28/23							
20	*This Work Will Be Performed By ATT/COMCAST Crews, All Other Work Is Anticipated To Be Performed By A Subcontractor Under The Direction Of Burkhardt Construction, Inc.										
21	**This Work Must Be Performed By FPL Crews, All Other Work Is Anticipated To Be Performed By A Subcontractor Under The Direction Of Burkhardt Construction, Inc.										
22											
23	Midtown Watermain	155 days	Mon 4/5/21	Fri 11/5/21							





Burkhardt Construction, Inc.

Team Backup 09-10-20

**Current Drawings**

Printed on Fri Aug 28, 2020 at 12:01 pm EDT  
 Job #: 2013 PRECON - Phase 3 South Overhead Utility Undergrounning  
 411 Coconut Row  
 Palm Beach, Florida 33480  
 561-659-1400

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
CL.00	COVER SHEET	0	06/22/2020	06/22/2020	OH UNDG BID SET (06/22/20)
CL.01	GENERAL NOTES	0	06/22/2020	06/22/2020	OH UNDG BID SET (06/22/20)
CL.02	GENERAL NOTES	0	06/22/2020	06/22/2020	OH UNDG BID SET (06/22/20)
CL.03	GENERAL NOTES	0	06/22/2020	06/22/2020	OH UNDG BID SET (06/22/20)
CL.04	GENERAL NOTES	0	06/22/2020	06/22/2020	OH UNDG BID SET (06/22/20)
C2.00	GENERAL NOTES	0	06/22/2020	06/22/2020	OH UNDG BID SET (06/22/20)
C3.00	FPL CONDUIT PLAN	0	06/22/2020	06/22/2020	OH UNDG BID SET (06/22/20)
C3.01	FPL CONDUIT PLAN	0	06/22/2020	06/22/2020	OH UNDG BID SET (06/22/20)
C3.02	FPL CONDUIT PLAN	0	06/22/2020	06/22/2020	OH UNDG BID SET (06/22/20)
C3.03	FPL CONDUIT PLAN	0	06/22/2020	06/22/2020	OH UNDG BID SET (06/22/20)
C3.04	FPL CONDUIT PLAN	0	06/22/2020	06/22/2020	OH UNDG BID SET (06/22/20)
C3.05	FPL CONDUIT PLAN	0	06/22/2020	06/22/2020	OH UNDG BID SET (06/22/20)
C3.06	FPL CONDUIT PLAN	0	06/22/2020	06/22/2020	OH UNDG BID SET (06/22/20)
C3.07	FPL CONDUIT PLAN	0	06/22/2020	06/22/2020	OH UNDG BID SET (06/22/20)
C3.08	FPL CONDUIT PLAN	0	06/22/2020	06/22/2020	OH UNDG BID SET (06/22/20)
C3.09	FPL CONDUIT PLAN	0	06/22/2020	06/22/2020	OH UNDG BID SET (06/22/20)
C3.10	FPL CONDUIT PLAN	1	06/30/2020	07/01/2020	OH UNDG BID SET (06/22/20)
C3.11	FPL CONDUIT PLAN	0	06/22/2020	06/22/2020	OH UNDG BID SET (06/22/20)
C3.12	FPL CONDUIT PLAN	0	06/22/2020	06/22/2020	OH UNDG BID SET (06/22/20)
C3.13	FPL CONDUIT PLAN	0	06/22/2020	06/22/2020	OH UNDG BID SET (06/22/20)
C3.14	FPL CONDUIT PLAN	0	06/22/2020	06/22/2020	OH UNDG BID SET (06/22/20)
C3.15	FPL CONDUIT PLAN	0	06/22/2020	06/22/2020	OH UNDG BID SET (06/22/20)
C3.16	FPL CONDUIT PLAN	0	06/22/2020	06/22/2020	OH UNDG BID SET (06/22/20)
C3.17	FPL CONDUIT PLAN	0	06/22/2020	06/22/2020	OH UNDG BID SET (06/22/20)
C3.18	FPL CONDUIT PLAN	0	06/22/2020	06/22/2020	OH UNDG BID SET (06/22/20)
C3.19	FPL CONDUIT PLAN	0	06/22/2020	06/22/2020	OH UNDG BID SET (06/22/20)
C3.20	FPL CONDUIT PLAN	0	06/22/2020	06/22/2020	OH UNDG BID SET (06/22/20)
C3.21	FPL CONDUIT PLAN	1	06/30/2020	07/01/2020	OH UNDG BID SET (06/22/20)
C3.22	FPL CONDUIT PLAN	1	06/30/2020	07/01/2020	OH UNDG BID SET (06/22/20)
C3.23	FPL CONDUIT PLAN	1	06/30/2020	07/01/2020	OH UNDG BID SET (06/22/20)
C3.24	FPL CONDUIT PLAN	0	06/22/2020	06/22/2020	OH UNDG BID SET (06/22/20)
C3.25	FPL CONDUIT PLAN	0	06/22/2020	06/22/2020	OH UNDG BID SET (06/22/20)
C3.26	FPL CONDUIT PLAN	0	06/22/2020	06/22/2020	OH UNDG BID SET (06/22/20)
C3.27	FPL CONDUIT PLAN	0	06/22/2020	06/22/2020	OH UNDG BID SET (06/22/20)
C3.28	FPL CONDUIT PLAN	1	06/30/2020	07/01/2020	OH UNDG BID SET (06/22/20)



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 Palm Beach, Florida 33480  
 561-659-1400

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
C3.28	FPL CONDUIT PLAN	0	06/22/2020	06/22/2020	OH UNDG BID SET (06/22/20)
C3.29	FPL CONDUIT PLAN	0	06/22/2020	06/22/2020	OH UNDG BID SET (06/22/20)
C3.29A	FPL CONDUIT PLAN	0	06/22/2020	06/22/2020	OH UNDG BID SET (06/22/20)
C3.30	FPL CONDUIT PLAN	0	06/22/2020	06/22/2020	OH UNDG BID SET (06/22/20)
C3.31	FPL CONDUIT PLAN	0	06/22/2020	06/22/2020	OH UNDG BID SET (06/22/20)
C3.32	FPL CONDUIT PLAN	0	06/22/2020	06/22/2020	OH UNDG BID SET (06/22/20)
C3.33	FPL CONDUIT PLAN	1	06/30/2020	07/01/2020	OH UNDG BID SET (06/22/20)
C3.34	FPL CONDUIT PLAN	1	06/30/2020	07/01/2020	OH UNDG BID SET (06/22/20)
C3.35	FPL CONDUIT PLAN	0	06/22/2020	06/22/2020	OH UNDG BID SET (06/22/20)
C3.36	FPL CONDUIT PLAN	0	06/22/2020	06/22/2020	OH UNDG BID SET (06/22/20)
C3.37	FPL CONDUIT PLAN	0	06/22/2020	06/22/2020	OH UNDG BID SET (06/22/20)
C3.38	FPL CONDUIT PLAN	0	06/22/2020	06/22/2020	OH UNDG BID SET (06/22/20)
C3.39	FPL CONDUIT PLAN	0	06/22/2020	06/22/2020	OH UNDG BID SET (06/22/20)
C3.40	FPL CONDUIT PLAN	0	06/22/2020	06/22/2020	OH UNDG BID SET (06/22/20)
C3.41	FPL CONDUIT PLAN	0	06/22/2020	06/22/2020	OH UNDG BID SET (06/22/20)
C3.42	FPL CONDUIT PLAN	0	06/22/2020	06/22/2020	OH UNDG BID SET (06/22/20)
C3.43	FPL CONDUIT PLAN	0	06/22/2020	06/22/2020	OH UNDG BID SET (06/22/20)
C3.44	FPL CONDUIT PLAN	0	06/22/2020	06/22/2020	OH UNDG BID SET (06/22/20)
C3.45	FPL CONDUIT PLAN	0	06/22/2020	06/22/2020	OH UNDG BID SET (06/22/20)
C3.46	FPL CONDUIT PLAN	0	06/22/2020	06/22/2020	OH UNDG BID SET (06/22/20)
C3.47	FPL CONDUIT PLAN	0	06/22/2020	06/22/2020	OH UNDG BID SET (06/22/20)
C4.00	AT&T AND COMCAST CONDUIT PLAN	0	06/22/2020	06/22/2020	OH UNDG BID SET (06/22/20)
C4.01	AT&T AND COMCAST CONDUIT PLAN	0	06/22/2020	06/22/2020	OH UNDG BID SET (06/22/20)
C4.02	AT&T AND COMCAST CONDUIT PLAN	0	06/22/2020	06/22/2020	OH UNDG BID SET (06/22/20)
C4.04	AT&T AND COMCAST CONDUIT PLAN	0	06/22/2020	06/22/2020	OH UNDG BID SET (06/22/20)
C4.05	AT&T AND COMCAST CONDUIT PLAN	0	06/22/2020	06/22/2020	OH UNDG BID SET (06/22/20)
C4.06	AT&T AND COMCAST CONDUIT PLAN	0	06/22/2020	06/22/2020	OH UNDG BID SET (06/22/20)
C4.07	AT&T AND COMCAST CONDUIT PLAN	0	06/22/2020	06/22/2020	OH UNDG BID SET (06/22/20)
C4.08	AT&T AND COMCAST CONDUIT PLAN	0	06/22/2020	06/22/2020	OH UNDG BID SET (06/22/20)
C4.09	AT&T AND COMCAST CONDUIT PLAN	0	06/22/2020	06/22/2020	OH UNDG BID SET (06/22/20)
C4.10	AT&T AND COMCAST CONDUIT PLAN	0	06/22/2020	06/22/2020	OH UNDG BID SET (06/22/20)
C4.11	AT&T AND COMCAST CONDUIT PLAN	0	06/22/2020	06/22/2020	OH UNDG BID SET (06/22/20)
C4.12	AT&T AND COMCAST CONDUIT PLAN	0	06/22/2020	06/22/2020	OH UNDG BID SET (06/22/20)
C4.13	AT&T AND COMCAST CONDUIT PLAN	0	06/22/2020	06/22/2020	OH UNDG BID SET (06/22/20)
C4.14	AT&T AND COMCAST CONDUIT PLAN	0	06/22/2020	06/22/2020	OH UNDG BID SET (06/22/20)
C4.15	AT&T AND COMCAST CONDUIT PLAN	0	06/22/2020	06/22/2020	OH UNDG BID SET (06/22/20)
C4.16	AT&T AND COMCAST CONDUIT PLAN	0	06/22/2020	06/22/2020	OH UNDG BID SET (06/22/20)
C4.17	AT&T AND COMCAST CONDUIT PLAN	0	06/22/2020	06/22/2020	OH UNDG BID SET (06/22/20)
C4.18	AT&T AND COMCAST CONDUIT PLAN	0	06/22/2020	06/22/2020	OH UNDG BID SET (06/22/20)
C4.19	AT&T AND COMCAST CONDUIT PLAN	0	06/22/2020	06/22/2020	OH UNDG BID SET (06/22/20)



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Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
C4.20	AT&T AND COMCAST CONDUIT PLAN	0	06/22/2020	06/22/2020	OH UNDG BID SET (06/22/20)
C4.21	AT&T AND COMCAST CONDUIT PLAN	0	06/22/2020	06/22/2020	OH UNDG BID SET (06/22/20)
C4.22	AT&T AND COMCAST CONDUIT PLAN	0	06/22/2020	06/22/2020	OH UNDG BID SET (06/22/20)
C4.23	AT&T AND COMCAST CONDUIT PLAN	0	06/22/2020	06/22/2020	OH UNDG BID SET (06/22/20)
C4.24	AT&T AND COMCAST CONDUIT PLAN	0	06/22/2020	06/22/2020	OH UNDG BID SET (06/22/20)
C4.25	AT&T AND COMCAST CONDUIT PLAN	0	06/22/2020	06/22/2020	OH UNDG BID SET (06/22/20)
C4.26	AT&T AND COMCAST CONDUIT PLAN	0	06/22/2020	06/22/2020	OH UNDG BID SET (06/22/20)
C4.27	AT&T AND COMCAST CONDUIT PLAN	0	06/22/2020	06/22/2020	OH UNDG BID SET (06/22/20)
C4.28	AT&T AND COMCAST CONDUIT PLAN	0	06/22/2020	06/22/2020	OH UNDG BID SET (06/22/20)
C4.29	AT&T AND COMCAST CONDUIT PLAN	0	06/22/2020	06/22/2020	OH UNDG BID SET (06/22/20)
C4.29A	AT&T AND COMCAST CONDUIT PLAN	0	06/22/2020	06/22/2020	OH UNDG BID SET (06/22/20)
C4.30	AT&T AND COMCAST CONDUIT PLAN	0	06/22/2020	06/22/2020	OH UNDG BID SET (06/22/20)
C4.31	AT&T AND COMCAST CONDUIT PLAN	0	06/22/2020	06/22/2020	OH UNDG BID SET (06/22/20)
C4.32	AT&T AND COMCAST CONDUIT PLAN	0	06/22/2020	06/22/2020	OH UNDG BID SET (06/22/20)
C4.33	AT&T AND COMCAST CONDUIT PLAN	0	06/22/2020	06/22/2020	OH UNDG BID SET (06/22/20)
C4.34	AT&T AND COMCAST CONDUIT PLAN	0	06/22/2020	06/22/2020	OH UNDG BID SET (06/22/20)
C4.35	AT&T AND COMCAST CONDUIT PLAN	0	06/22/2020	06/22/2020	OH UNDG BID SET (06/22/20)
C4.36	AT&T AND COMCAST CONDUIT PLAN	0	06/22/2020	06/22/2020	OH UNDG BID SET (06/22/20)
C4.37	AT&T AND COMCAST CONDUIT PLAN	0	06/22/2020	06/22/2020	OH UNDG BID SET (06/22/20)
C4.38	AT&T AND COMCAST CONDUIT PLAN	0	06/22/2020	06/22/2020	OH UNDG BID SET (06/22/20)
C4.39	AT&T CONDUIT PLAN	0	06/22/2020	06/22/2020	OH UNDG BID SET (06/22/20)
C4.39B	COMCAST CONDUIT PLAN	0	06/22/2020	06/22/2020	OH UNDG BID SET (06/22/20)
C4.40	AT&T CONDUIT PLAN	0	06/22/2020	06/22/2020	OH UNDG BID SET (06/22/20)
C4.40B	COMCAST CONDUIT PLAN	0	06/22/2020	06/22/2020	OH UNDG BID SET (06/22/20)
C4.41	AT&T AND COMCAST CONDUIT PLAN	0	06/22/2020	06/22/2020	OH UNDG BID SET (06/22/20)
C4.42	AT&T AND COMCAST CONDUIT PLAN	0	06/22/2020	06/22/2020	OH UNDG BID SET (06/22/20)
C4.43	AT&T CONDUIT PLAN	0	06/22/2020	06/22/2020	OH UNDG BID SET (06/22/20)
C4.43B	COMCAST CONDUIT PLAN	0	06/22/2020	06/22/2020	OH UNDG BID SET (06/22/20)
C4.44	AT&T AND COMCAST CONDUIT PLAN	0	06/22/2020	06/22/2020	OH UNDG BID SET (06/22/20)
C5.00	FPL CONSTRUCTION DETAILS	0	06/22/2020	06/22/2020	OH UNDG BID SET (06/22/20)
C5.01	FPL CONSTRUCTION DETAILS	0	06/22/2020	06/22/2020	OH UNDG BID SET (06/22/20)
C5.02	FPL CONSTRUCTION DETAILS	0	06/22/2020	06/22/2020	OH UNDG BID SET (06/22/20)
C6.00	AT&T CONSTRUCTION DETAILS	0	06/22/2020	06/22/2020	OH UNDG BID SET (06/22/20)
C7.00	COMCAST CONSTRUCTION DETAILS	0	06/22/2020	06/22/2020	OH UNDG BID SET (06/22/20)
C8.00	ROADWAY DETAILS	0	06/22/2020	06/22/2020	OH UNDG BID SET (06/22/20)
C8.01	STANDARD EASEMENT DETAILS	0	06/22/2020	06/22/2020	OH UNDG BID SET (06/22/20)
C8.02	CONSTRUCTION DETAILS	0	06/22/2020	06/22/2020	OH UNDG BID SET (06/22/20)
C8.03	CONSTRUCTION DETAILS	0	06/22/2020	06/22/2020	OH UNDG BID SET (06/22/20)
C8.04	STANDARD CLEARSPACE DETAILS	0	06/22/2020	06/22/2020	OH UNDG BID SET (06/22/20)



Burkhardt Construction, Inc.

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 Job #: 2013 PRECON - Phase 3 South Overhead Utility Undergrouniding  
 411 Coconut Row  
 Palm Beach, Florida 33480  
 561-659-1400

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
C9.00	ELECTRICAL SERVICE SIZING	0	06/22/2020	06/22/2020	OH UNDBG BID SET (06/22/20)
C10.00	SECTION A-A	0	06/22/2020	06/22/2020	OH UNDBG BID SET (06/22/20)
C10.01	SECTION B-B	0	06/22/2020	06/22/2020	OH UNDBG BID SET (06/22/20)
C10.02	SECTION C-C	0	06/22/2020	06/22/2020	OH UNDBG BID SET (06/22/20)
<b>COMCAST</b>					
COMCAST	TOPB PH3 SOUTH	0	06/24/2020	07/02/2020	COMCAST FOR REFERENCE ONLY (06/24/20)
<b>Landscape</b>					
L1.00	LANDSCAPE PLAN	0	06/22/2020	06/22/2020	OH UNDBG BID SET (06/22/20)
L1.01	LANDSCAPE PLAN	0	06/22/2020	06/22/2020	OH UNDBG BID SET (06/22/20)
L1.02	LANDSCAPE PLAN	0	06/22/2020	06/22/2020	OH UNDBG BID SET (06/22/20)
L1.03	LANDSCAPE PLAN	0	06/22/2020	06/22/2020	OH UNDBG BID SET (06/22/20)
L1.04	LANDSCAPE PLAN	0	06/22/2020	06/22/2020	OH UNDBG BID SET (06/22/20)
L1.05	LANDSCAPE PLAN	0	06/22/2020	06/22/2020	OH UNDBG BID SET (06/22/20)
L1.06	LANDSCAPE PLAN	0	06/22/2020	06/22/2020	OH UNDBG BID SET (06/22/20)
L1.07	LANDSCAPE PLAN	0	06/22/2020	06/22/2020	OH UNDBG BID SET (06/22/20)
L1.08	LANDSCAPE PLAN	0	06/22/2020	06/22/2020	OH UNDBG BID SET (06/22/20)
L1.09	LANDSCAPE PLAN	0	06/22/2020	06/22/2020	OH UNDBG BID SET (06/22/20)
L1.10	LANDSCAPE PLAN	0	06/22/2020	06/22/2020	OH UNDBG BID SET (06/22/20)
L1.11	LANDSCAPE PLAN	0	06/22/2020	06/22/2020	OH UNDBG BID SET (06/22/20)
L1.12	LANDSCAPE PLAN	0	06/22/2020	06/22/2020	OH UNDBG BID SET (06/22/20)
L1.13	LANDSCAPE PLAN	0	06/22/2020	06/22/2020	OH UNDBG BID SET (06/22/20)
L1.14	LANDSCAPE PLAN	0	06/22/2020	06/22/2020	OH UNDBG BID SET (06/22/20)
L1.15	LANDSCAPE PLAN	1	06/30/2020	07/01/2020	OH UNDBG BID SET (06/22/20)
L1.16	LANDSCAPE PLAN	0	06/22/2020	06/22/2020	OH UNDBG BID SET (06/22/20)
L1.17	LANDSCAPE PLAN	0	06/22/2020	06/22/2020	OH UNDBG BID SET (06/22/20)
L1.18	FDOT LANDSCAPE PLAN	0	06/22/2020	06/22/2020	OH UNDBG BID SET (06/22/20)
L1.19	LANDSCAPE DETAILS	0	06/22/2020	06/22/2020	OH UNDBG BID SET (06/22/20)
L1.20	LANDSCAPE NOTES	0	06/22/2020	06/22/2020	OH UNDBG BID SET (06/22/20)
<b>Street Lights</b>					
EX-1	PHASE 3 SOUTH STREETLIGHTS	0	06/22/2020	06/22/2020	OH UNDBG BID SET (06/22/20)
<b>Topographic Survey</b>					
1 OF 37	TOPOGRAPHIC SURVEY AREA 5	0	06/22/2020	06/22/2020	OH UNDBG BID SET (06/22/20)
2 OF 37	TOPOGRAPHIC SURVEY AREA 5	0	06/22/2020	06/22/2020	OH UNDBG BID SET (06/22/20)
3 OF 37	TOPOGRAPHIC SURVEY AREA 5	0	06/22/2020	06/22/2020	OH UNDBG BID SET (06/22/20)
4 OF 37	TOPOGRAPHIC SURVEY AREA 5	0	06/22/2020	06/22/2020	OH UNDBG BID SET (06/22/20)
5 OF 37	TOPOGRAPHIC SURVEY AREA 5	0	06/22/2020	06/22/2020	OH UNDBG BID SET (06/22/20)
6 OF 37	TOPOGRAPHIC SURVEY AREA 5	0	06/22/2020	06/22/2020	OH UNDBG BID SET (06/22/20)
7 OF 37	TOPOGRAPHIC SURVEY AREA 5	0	06/22/2020	06/22/2020	OH UNDBG BID SET (06/22/20)
8 OF 37	TOPOGRAPHIC SURVEY AREA 5	0	06/22/2020	06/22/2020	OH UNDBG BID SET (06/22/20)



Burkhardt Construction, Inc.

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Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
9 OF 37	TOPOGRAPHIC SURVEY AREA 5	0	06/22/2020	06/22/2020	OH UNDG BID SET (06/22/20)
10 OF 37	TOPOGRAPHIC SURVEY AREA 5	0	06/22/2020	06/22/2020	OH UNDG BID SET (06/22/20)
11 OF 37	TOPOGRAPHIC SURVEY AREA 5	0	06/22/2020	06/22/2020	OH UNDG BID SET (06/22/20)
12 OF 37	TOPOGRAPHIC SURVEY AREA 5	0	06/22/2020	06/22/2020	OH UNDG BID SET (06/22/20)
13 OF 37	TOPOGRAPHIC SURVEY AREA 5	0	06/22/2020	06/22/2020	OH UNDG BID SET (06/22/20)
14 OF 37	TOPOGRAPHIC SURVEY AREA 5	0	06/22/2020	06/22/2020	OH UNDG BID SET (06/22/20)
15 OF 37	TOPOGRAPHIC SURVEY AREA 5	0	06/22/2020	06/22/2020	OH UNDG BID SET (06/22/20)
16 OF 37	TOPOGRAPHIC SURVEY AREA 5	0	06/22/2020	06/22/2020	OH UNDG BID SET (06/22/20)
17 OF 37	TOPOGRAPHIC SURVEY AREA 5	0	06/22/2020	06/22/2020	OH UNDG BID SET (06/22/20)
18 OF 37	TOPOGRAPHIC SURVEY AREA 5	0	06/22/2020	06/22/2020	OH UNDG BID SET (06/22/20)
19 OF 37	TOPOGRAPHIC SURVEY AREA 5	0	06/22/2020	06/22/2020	OH UNDG BID SET (06/22/20)
20 OF 37	TOPOGRAPHIC SURVEY AREA 5	0	06/22/2020	06/22/2020	OH UNDG BID SET (06/22/20)
21 OF 37	TOPOGRAPHIC SURVEY AREA 5	0	06/22/2020	06/22/2020	OH UNDG BID SET (06/22/20)
22 OF 37	TOPOGRAPHIC SURVEY AREA 5	0	06/22/2020	06/22/2020	OH UNDG BID SET (06/22/20)
23 OF 37	TOPOGRAPHIC SURVEY AREA 5	0	06/22/2020	06/22/2020	OH UNDG BID SET (06/22/20)
24 OF 37	TOPOGRAPHIC SURVEY AREA 5	0	06/22/2020	06/22/2020	OH UNDG BID SET (06/22/20)
25 OF 37	TOPOGRAPHIC SURVEY AREA 5	0	06/22/2020	06/22/2020	OH UNDG BID SET (06/22/20)
26 OF 37	TOPOGRAPHIC SURVEY AREA 5	0	06/22/2020	06/22/2020	OH UNDG BID SET (06/22/20)
27 OF 37	TOPOGRAPHIC SURVEY AREA 5	0	06/22/2020	06/22/2020	OH UNDG BID SET (06/22/20)
28 OF 37	TOPOGRAPHIC SURVEY AREA 5	0	06/22/2020	06/22/2020	OH UNDG BID SET (06/22/20)
29 OF 37	TOPOGRAPHIC SURVEY AREA 5	0	06/22/2020	06/22/2020	OH UNDG BID SET (06/22/20)
30 OF 37	TOPOGRAPHIC SURVEY AREA 5	0	06/22/2020	06/22/2020	OH UNDG BID SET (06/22/20)
31 OF 37	TOPOGRAPHIC SURVEY AREA 5	0	06/22/2020	06/22/2020	OH UNDG BID SET (06/22/20)
32 OF 37	TOPOGRAPHIC SURVEY AREA 5	0	06/22/2020	06/22/2020	OH UNDG BID SET (06/22/20)
33 OF 37	TOPOGRAPHIC SURVEY AREA 5	0	06/22/2020	06/22/2020	OH UNDG BID SET (06/22/20)
34 OF 37	TOPOGRAPHIC SURVEY AREA 5	0	06/22/2020	06/22/2020	OH UNDG BID SET (06/22/20)
35 OF 37	TOPOGRAPHIC SURVEY AREA 5	0	06/22/2020	06/22/2020	OH UNDG BID SET (06/22/20)
36 OF 37	TOPOGRAPHIC SURVEY AREA 5	0	06/22/2020	06/22/2020	OH UNDG BID SET (06/22/20)
37 OF 37	TOPOGRAPHIC SURVEY AREA 5	0	06/22/2020	06/22/2020	OH UNDG BID SET (06/22/20)
<b>Water Main</b>					
WM.C1.00	COVER SHEET	0	04/30/2020	06/30/2020	MIDTOWN WM REPLACEMENT BID SET (06/30/20)
WM.C2.00	GENERAL NOTES	0	04/30/2020	06/30/2020	MIDTOWN WM REPLACEMENT BID SET (06/30/20)
WM.C2.01	GENERAL NOTES	0	04/30/2020	06/30/2020	MIDTOWN WM REPLACEMENT BID SET (06/30/20)
WM.C2.02	KEY SHEET	0	04/30/2020	06/30/2020	MIDTOWN WM REPLACEMENT BID SET (06/30/20)
WM.C2.03	OVERALL PHASING PLAN	0	04/30/2020	06/30/2020	MIDTOWN WM REPLACEMENT BID SET (06/30/20)
WM.C2.04	OVERALL PHASING PLAN	0	04/30/2020	06/30/2020	MIDTOWN WM REPLACEMENT BID SET (06/30/20)



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 Job #: 2013 PRECON - Phase 3 South Overhead Utility Undergrouding  
 411 Coconut Row  
 Palm Beach, Florida 33480  
 561-659-1400

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
WM.C3.00	S. OCEAN BLVD UTILITY PLAN & PROFILE	0	04/30/2020	06/30/2020	MIDTOWN WM REPLACEMENT BID SET (06/30/20)
WM.C3.01	S. OCEAN BLVD UTILITY PLAN & PROFILE	0	04/30/2020	06/30/2020	MIDTOWN WM REPLACEMENT BID SET (06/30/20)
WM.C3.02	S. OCEAN BLVD UTILITY PLAN & PROFILE	0	04/30/2020	06/30/2020	MIDTOWN WM REPLACEMENT BID SET (06/30/20)
WM.C3.03	S. OCEAN BLVD UTILITY PLAN & PROFILE	0	04/30/2020	06/30/2020	MIDTOWN WM REPLACEMENT BID SET (06/30/20)
WM.C3.04	S. OCEAN BLVD UTILITY PLAN & PROFILE	0	04/30/2020	06/30/2020	MIDTOWN WM REPLACEMENT BID SET (06/30/20)
WM.C3.05	HAMMON AVE UTILITY PLAN & PROFILE	0	04/30/2020	06/30/2020	MIDTOWN WM REPLACEMENT BID SET (06/30/20)
WM.C3.06	HAMMON AVE UTILITY PLAN & PROFILE	0	04/30/2020	06/30/2020	MIDTOWN WM REPLACEMENT BID SET (06/30/20)
WM.C4.00	CONNECTION DETAILS	0	04/30/2020	06/30/2020	MIDTOWN WM REPLACEMENT BID SET (06/30/20)
WM.C4.01	DETAILS	0	04/30/2020	06/30/2020	MIDTOWN WM REPLACEMENT BID SET (06/30/20)
WM.C4.02	DETAILS	0	04/30/2020	06/30/2020	MIDTOWN WM REPLACEMENT BID SET (06/30/20)
WM.C4.03	DETAILS	1	04/30/2020	07/31/2020	MIDTOWN WM REPLACEMENT BID SET (06/30/20)
WM.C4.03	DETAILS	0	04/30/2020	06/30/2020	MIDTOWN WM REPLACEMENT BID SET (06/30/20)
WM.C4.04	DETAILS	0	04/30/2020	06/30/2020	MIDTOWN WM REPLACEMENT BID SET (06/30/20)

# TOWN OF PALM BEACH

Information for Town Council Meeting on: September 10, 2020

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TO: Mayor and Town Council

VIA: Kirk W. Blouin, Town Manager

VIA: Jane Le Clainche, CPA Finance Director

FROM: Dean Mealy, CPPO Town Purchasing Manager

RE: Resolution to Approve Award of Construction Phase Services to Kimley-Horn and Associates for Phase 3 South Undergrounding in the Amount of \$322,540 and Establish a Project Budget in the Amount of \$370,920, **Resolution No. 91-2020**

DATE: 28 August 2020

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## **STAFF RECOMMENDATION**

Town staff recommends that Town Council approve a Resolution to Approve Award of Construction Phase Services to Kimley-Horn and Associates for Phase 3 South Undergrounding in the Amount of \$322,540 and Establish a Project Budget in the Amount of \$370,920.

## **GENERAL INFORMATION**

The design phase of Phase 3 South is nearing completion and the Town's Construction Manager is currently preparing the Guaranteed Maximum Price. The Town has requested that Kimley-Horn perform construction phase engineering services to support the Town during the construction of the undergrounding.

It is understood that work is anticipated to begin in September 2020. This sub-phase is located between South County Road and Worth Avenue.

It is understood that FPL, AT&T, and Comcast all have facilities on utility poles to varying degrees. These poles are generally located in rear-lot easements or in the public right-of-way. New underground infrastructure will be installed within the road rights-of-way and in new front-lot easements. Once the new facilities have been installed, activated, and the services cut over, the rear-lot poles and wires will be removed.

## **FUNDING/FISCAL IMPACT**

Funding for this project from the Town Undergrounding Fund.

## **PUBLIC WORKS REVIEW**

This item has been reviewed by the Public Works and approved as recommended.

## **TOWN ATTORNEY REVIEW**

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

### Attachments

cc: Paul Brazil, Public Works Director  
Patricia Strayer, P.E., Town Engineer  
Jason Debrincat, P.E., Senior Project Engineer  
Duke Basha, Assistant Purchasing Manager

**RESOLUTION NO. 91-2020**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING CONSTRUCTION PHASE SERVICES TO KIMLEY-HORN AND ASSOCIATES FOR PHASE 3 SOUTH UNDERGROUNDING IN THE AMOUNT OF \$322,450 AND ESTABLISH A PROJECT BUDGET OF \$370,920.**

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

Section 1. The Town Council of the Town of Palm Beach hereby approves Resolution No. 91-2020, Approving Award of Construction Phase Services to Kimley-Horn and Associates for Phase 3 South Undergrounding in the Amount of \$322,540 and Establish a Project Budget in the Amount of \$370,920

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

**PASSED AND ADOPTED** in a regular, adjourned session of the Town Council of the Town of Palm Beach assembled this 10<sup>th</sup> day of September, 2020.

\_\_\_\_\_  
Gail L. Coniglio, Mayor

ATTEST:

\_\_\_\_\_  
Queenester Nieves, CMC, Town Clerk



July 17, 2020

Dean Mealy, II CPPO  
Town of Palm Beach – Purchasing Division  
951 Okeechobee Road, Suite 'D'  
West Palm Beach, FL 33401

**RE: *Town-Wide Undergrounding of Utilities Program: Phase 3 South Construction Phase Services***

Dear Dean,

The Kimley-Horn and Associates, Inc. team (Kimley-Horn) is pleased to submit this proposal to the Town of Palm Beach (“TOWN”) for providing engineering services related to the Phase 3 South construction phase for the Town-wide Undergrounding of Utilities Program. Our project understanding, scope of services, schedule, and fee follow.

### **Project Understanding**

The design phase of Phase 3 South is nearing completion and the Town’s Construction Manager is currently preparing the Guaranteed Maximum Price. The Town has requested that Kimley-Horn perform construction phase engineering services to support the Town during the construction of the undergrounding.

It is understood that work is anticipated to begin in September 2020. This sub-phase is located between South County Road and Worth Avenue.

It is understood that FPL, AT&T, and Comcast all have facilities on utility poles to varying degrees. These poles are generally located in rear-lot easements or in the public right-of-way. New underground infrastructure will be installed within the road rights-of-way and in new front-lot easements. Once the new facilities have been installed, activated, and the services cut over, the rear-lot poles and wires will be removed.

Based on this understanding, our detailed scope of services is provided below.

### **Scope of Services**

Kimley-Horn will perform the following services during construction. A more detailed description of each of the bulleted services follows later in this proposal.

- Pre-Construction Meeting attendance
- Bi-weekly progress meeting attendance for the 24-month construction duration (up to 52 meetings)
- Utility coordination meeting attendance (FPL, ATT, Comcast, FPU) during the construction duration (up to 8 meetings)

- Visits to the site including field reports and photographs (approximately 2-3 times per week during conduit/equipment installation and 1-2 times per week during demolition, up to 234 visits)
- Recommendations with respect to defective work
- Clarifications and interpretations
- Change order review
- Shop drawing review / review of proposed substitutions
- Review of testing lab reports
- Payment application review
- Substantial completion walk-through and punch list development
- Final acceptance walk-through and applicable permit certifications
- Record drawing review

The following is a more detailed description of the services that will be performed.

*Pre-Construction Conference.* Kimley-Horn will attend a Pre-Construction Conference prior to commencement of Work at the Site.

*Visits to Site and Observation of Construction.* Kimley-Horn will make the limited number of visits as described above in order to observe the progress of the Work. Such visits and observations by Kimley-Horn are not intended to be exhaustive or to extend to every aspect of Contractor's work. Observations are to be limited to spot checking, selective measurement, and similar methods of general observation. Based on information obtained during such visits, Kimley-Horn will evaluate whether Contractor's work is generally proceeding in accordance with the Contract Documents, and Kimley-Horn will keep the Town informed of the general progress of the Work.

Kimley-Horn shall not, during such visits or as a result of such observations, supervise, direct, or have control over Contractor's work, nor shall Kimley-Horn have authority over or responsibility for the means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction selected by Contractor, for safety precautions and programs incident to Contractor's work, nor for any failure of Contractor to comply with applicable laws and regulations. Kimley-Horn neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

*Recommendations with Respect to Defective Work.* Kimley-Horn will recommend to the Town that Contractor's work be disapproved and rejected while it is in progress if, on the basis of such observations, Kimley-Horn believes that such work will not produce a completed Project that conforms generally to Contract Documents.

*Clarifications and Interpretations.* Kimley-Horn will respond to reasonable and appropriate Contractor requests for information and issue necessary clarifications and interpretations of the Contract Documents to the Town as appropriate to the orderly completion of Contractor's work. Any orders authorizing variations from the Contract Documents will be made by the Town.

*Change Orders.* Kimley-Horn may recommend Change Orders to the Town, and will review and make recommendations related to Change Orders submitted or proposed by the Contractor.

*Shop Drawings and Samples.* Kimley-Horn will review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction or to related safety precautions and programs.

*Inspections and Tests.* Kimley-Horn may require special inspections or tests of Contractor's work as Kimley-Horn deems appropriate, and may receive and review certificates of inspections within Kimley-Horn's area of responsibility or of tests and approvals required by laws and regulations or the Contract Documents. Kimley-Horn's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. Kimley-Horn shall be entitled to rely on the results of such tests and the facts being certified.

*Disagreements between Town and Contractor.* Kimley-Horn will, if requested by the Town, render written decision on all claims of the Town and Contractor relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the progress of Contractor's work. In rendering such decisions, Kimley-Horn shall be fair and not show partiality to the Town or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.

*Applications for Payment.* Based on its observations and on review of applications for payment and accompanying supporting documentation, Kimley-Horn will determine the amounts that Kimley-Horn recommends Contractor be paid. Such recommendations will be based on Kimley-Horn's knowledge, information and belief, and will state whether in Kimley-Horn's opinion Contractor's work has progressed to the point indicated, subject to any qualifications stated in the recommendation. In the case of unit price work, Kimley-Horn's recommendations of payment will include determinations of quantities and classifications of Contractor's work, based on observations and measurements of quantities provided with pay requests. Kimley-Horn's recommendations will not be a representation that its observations to check Contractor's work have been exhaustive, extended to every aspect of Contractor's work, or involved detailed inspections.

*Substantial Completion.* Kimley-Horn will, promptly after notice from Contractor that it considers the entire Work ready for its intended use, in company with the Town and Contractor, conduct a site visit to determine if the Work is substantially complete. Work will be considered substantially complete following satisfactory completion of all items with the exception of those identified on a final punch list. If after considering any objections of the Town, Kimley-Horn considers the Work substantially complete, Kimley-Horn will notify the Town and Contractor.

*Final Notice of Acceptability of the Work.* Kimley-Horn will conduct a final site visit with the Town to determine if the completed Work of Contractor is generally in accordance with the Contract Documents and the final punch list so that Kimley-Horn may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Kimley-Horn shall also provide a notice that the Work is generally in accordance with the Contract Documents to the best of Kimley-Horn's knowledge, information, and belief based on the extent of its services and based upon information provided to Kimley-Horn upon which it is entitled to rely. If the work is found to be in general accordance with the Contract Documents, Kimley-Horn will also prepare and submit applicable permit certifications for those permits that were issued for the project.

### **Additional Services**

Any services not specifically provided for in the above scope, as well as any changes in the scope requested by the Town or extensions to the project schedule noted below, will be considered additional services and will be performed based on proposals approved prior to performance of the additional services.

### **Information and Services Provided by the Town**

The following information and services shall be provided to Kimley-Horn by the Town:

- Access to the Project Area

### **Schedule**

Kimley-Horn will perform the scope of services above as expeditiously as practical to meet a mutually agreed upon schedule. It is anticipated that services will begin in September 2020. Construction is expected to be complete in February 2022 per the Construction Manager's proposed schedule. Fees for engineering services are based on these durations. Services performed beyond these durations will be considered additional services.

### **Fee and Billing**

Kimley-Horn will perform the scope of services, excluding meetings, for the total lump sum fees listed below. All permitting, application, and similar project fees will be paid directly by the Client. Lump sum fee will be invoiced monthly based upon the overall percentage of services performed.

Construction Phase Services	\$281,432
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Kimley-Horn will attend meetings on a labor fee plus expense basis with the estimated labor and expense fees shown below. Kimley-Horn will not exceed the total maximum labor and expense fee shown without authorization from the Client.

Meeting Attendance [Construction Phase]	\$41,108
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## Closure

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the terms and conditions in the Master Professional Services Agreement between the Town of Palm Beach and Kimley-Horn and Associates, Inc., Professional Engineering Services for the Town-Wide Undergrounding of Utilities Program RFQ No. 2016-07, which are incorporated by reference. As used in the Agreement, the term "CONSULTANT" shall refer to Kimley-Horn and Associates, Inc., and the term "TOWN" shall refer to The Town of Palm Beach.

If you concur in all the foregoing and wish to direct us to proceed with the services, please notify us by providing a purchase order for the scope and fee described above.

We appreciate the opportunity to provide these services to you. Please contact me at (561) 840-0820 or [kevin.schanen@kimley-horn.com](mailto:kevin.schanen@kimley-horn.com) should you have any questions.

Sincerely,  
KIMLEY-HORN AND ASSOCIATES, INC.



By: Kevin Schanen, P.E.  
Senior Vice President

# TOWN OF PALM BEACH

Information for Town Council Meeting on: September 10, 2020

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TO: Mayor and Town Council

VIA: Kirk W. Blouin, Town Manager

VIA: Jane Le Clainche, CPA Finance Director

FROM: Dean Mealy, CPPO Town Purchasing Manager

RE: Resolution to Approve Midtown Water-main Replacement Construction Phase Service to Kimley-Horn and Associates in the Amount of \$63,799.08 and Establish a Project Budget of \$73,350, **Resolution No. 92-2020**

DATE: 28 August 2020

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## **STAFF RECOMMENDATION**

Town staff recommends that Town Council approve a Resolution to approve Mid-Town Water-main Replacement Construction Phase Service to Kimley-Horn and Associates in the amount of \$63,799.08 and establish a project budget of \$73,350.

## **GENERAL INFORMATION**

The design phase of the Mid-Town Watermain replacement has been completed and the bid plans submitted to the Town. The Town's Construction Manager is currently preparing the Guaranteed Maximum Price for the project. The Town has requested that Kimley-Horn perform construction phase engineering services to support the Town during the construction of the watermain.

It is understood that work is anticipated to begin in September 2020. This project will be constructed concurrently with the Phase 3 South undergrounding project in order to achieve construction efficiencies.

## **FUNDING/FISCAL IMPACT**

Funding for this project is paid by the City of West Palm Beach Fund for the watermain replacements.

## **PUBLIC WORKS REVIEW**

This item has been reviewed by the Public Works and approved as recommended.

## **TOWN ATTORNEY REVIEW**

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

Attachment

cc: Paul Brazil, Public Works Director  
Patricia Strayer, P.E., Town Engineer  
Jason Debrincat, P.E., Senior Project Engineer  
Duke Basha, Assistant Purchasing Manager

**RESOLUTION NO. 92-2020**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF  
PALM BEACH, PALM BEACH COUNTY, FLORIDA,  
APPROVING THE MIDTOWN WATERMAIN REPLACEMENT  
CONSTRUCTION PHASE SERVICES TO KIMLEY-HORN AND  
ASSOCIATES IN THE AMOUNT OF \$63,799.08 AND  
ESTABLISH A PROJECT BUDGET OF \$73,350.**

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

Section 1. The Town Council of the Town of Palm Beach hereby approves Resolution No. 92-2020, approving the Midtown Water-main Replacement Construction Phase Service to Kimley-Horn and Associates in the Amount of \$63,799.08 and Establish a Project Budget of \$73,350.

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

**PASSED AND ADOPTED** in a regular, adjourned session of the Town Council of the Town of Palm Beach assembled this 10<sup>th</sup> day of September, 2020.

\_\_\_\_\_  
Gail L. Coniglio, Mayor

ATTEST:

\_\_\_\_\_  
Queenester Nieves, CMC, Town Clerk



July 15, 2020

Dean Mealy, II CPPO  
Town of Palm Beach – Purchasing Division  
951 Okeechobee Road, Suite 'D'  
West Palm Beach, FL 33401

**RE: *Midtown Watermain Replacement Construction Phase Services***

Dear Dean,

Kimley-Horn and Associates, Inc. (Kimley-Horn) is pleased to submit this proposal to the Town of Palm Beach (“TOWN”) for providing engineering services related to the Midtown Watermain construction phase. Our project understanding, scope of services, schedule, and fee follow.

### **Project Understanding**

The design phase of the Midtown Watermain replacement has been completed and the bid plans submitted to the Town. The Town’s Construction Manager is currently preparing the Guaranteed Maximum Price for the project. The Town has requested that Kimley-Horn perform construction phase engineering services to support the Town during the construction of the watermain.

It is understood that work is anticipated to begin in September 2020. This project will be constructed concurrently with the Phase 3 South undergrounding project in order to achieve construction efficiencies.

Based on this understanding, our detailed scope of services is provided below.

### **Scope of Services**

Kimley-Horn will perform the following services during construction. A more detailed description of each of the bulleted services follows later in this proposal.

- Pre-Construction Meeting attendance
- Bi-weekly progress meeting attendance for the 6-month construction duration (up to 14 meetings, held concurrently with the undergrounding progress meetings)
- Visits to the site including field reports and photographs (approximately 8 hours per week, up to 26 weeks, performed concurrently with the undergrounding project site visits)
- Clarifications and interpretations
- Recommendations with respect to defective work
- Shop drawing review
- Payment application and change order review
- Review of proposed substitutions
- Review of testing lab reports
- Record drawing review

- Substantial completion walk-through and punch list development
- Final acceptance walk-through and preparation of applicable permit certification documents (up to three (3) Health Department Clearance Packages)

The following is a more detailed description of the services that will be performed.

*Pre-Construction Conference.* Kimley-Horn will attend a Pre-Construction Conference prior to commencement of Work at the Site.

*Visits to Site and Observation of Construction.* Kimley-Horn will make the limited number of visits as described above in order to observe the progress of the Work. Such visits and observations by Kimley-Horn are not intended to be exhaustive or to extend to every aspect of Contractor's work. Observations are to be limited to spot checking, selective measurement, and similar methods of general observation. Based on information obtained during such visits, Kimley-Horn will evaluate whether Contractor's work is generally proceeding in accordance with the Contract Documents, and Kimley-Horn will keep the Town informed of the general progress of the Work.

Kimley-Horn shall not, during such visits or as a result of such observations, supervise, direct, or have control over Contractor's work, nor shall Kimley-Horn have authority over or responsibility for the means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction selected by Contractor, for safety precautions and programs incident to Contractor's work, nor for any failure of Contractor to comply with applicable laws and regulations. Kimley-Horn neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

*Recommendations with Respect to Defective Work.* Kimley-Horn will recommend to the Town that Contractor's work be disapproved and rejected while it is in progress if, on the basis of such observations, Kimley-Horn believes that such work will not produce a completed Project that conforms generally to Contract Documents.

*Clarifications and Interpretations.* Kimley-Horn will respond to reasonable and appropriate Contractor requests for information and issue necessary clarifications and interpretations of the Contract Documents to the Town as appropriate to the orderly completion of Contractor's work. Any orders authorizing variations from the Contract Documents will be made by the Town.

*Change Orders.* Kimley-Horn may recommend Change Orders to the Town and will review and make recommendations related to Change Orders submitted or proposed by the Contractor.

*Shop Drawings and Samples.* Kimley-Horn will review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction or to related safety precautions and programs.

*Inspections and Tests.* Kimley-Horn may require special inspections or tests of Contractor's work as Kimley-Horn deems appropriate, and may receive and review certificates of inspections within Kimley-Horn's area of responsibility or of tests and approvals required by laws and regulations or the Contract Documents. Kimley-Horn's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. Kimley-Horn shall be entitled to rely on the results of such tests and the facts being certified.

*Disagreements between Town and Contractor.* Kimley-Horn will, if requested by the Town, render written decision on all claims of the Town and Contractor relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the progress of Contractor's work. In rendering such decisions, Kimley-Horn shall be fair and not show partiality to the Town or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.

*Applications for Payment.* Based on its observations and on review of applications for payment and accompanying supporting documentation, Kimley-Horn will determine the amounts that Kimley-Horn recommends Contractor be paid. Such recommendations will be based on Kimley-Horn's knowledge, information and belief, and will state whether in Kimley-Horn's opinion Contractor's work has progressed to the point indicated, subject to any qualifications stated in the recommendation. In the case of unit price work, Kimley-Horn's recommendations of payment will include determinations of quantities and classifications of Contractor's work, based on observations and measurements of quantities provided with pay requests. Kimley-Horn's recommendations will not be a representation that its observations to check Contractor's work have been exhaustive, extended to every aspect of Contractor's work, or involved detailed inspections.

*Substantial Completion.* Kimley-Horn will, promptly after notice from Contractor that it considers the entire Work ready for its intended use, in company with the Town and Contractor, conduct a site visit to determine if the Work is substantially complete. Work will be considered substantially complete following satisfactory completion of all items with the exception of those identified on a final punch list. If after considering any objections of the Town, Kimley-Horn considers the Work substantially complete, Kimley-Horn will notify the Town and Contractor.

*Final Notice of Acceptability of the Work.* Kimley-Horn will conduct a final site visit with the Town to determine if the completed Work of Contractor is generally in accordance with the Contract Documents and the final punch list so that Kimley-Horn may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Kimley-Horn shall also provide a notice that the Work is generally in accordance with the Contract Documents to the best of Kimley-Horn's knowledge, information, and belief based on the extent of its services and based upon information provided to Kimley-Horn upon which it is entitled to rely. If the work is found to be in general accordance with the Contract Documents, Kimley-Horn will also prepare and submit applicable permit certifications for those permits that were issued for the project.

## **Additional Services**

Any services not specifically provided for in the above scope, as well as any changes in the scope requested by the Town or extensions to the project schedule noted below, will be considered additional services and will be performed based on proposals approved prior to performance of the additional services.

## **Information and Services Provided by the Town**

The following information and services shall be provided to Kimley-Horn by the Town:

- Access to the project areas

## **Schedule**

Kimley-Horn will perform the scope of services above as expeditiously as practical to meet a mutually agreed upon schedule. It is anticipated that services will begin in September 2020. Construction is expected to be complete in April 2021 per the Construction Manager's proposed schedule. Fees for engineering services are based on these durations. Services performed beyond these durations will be considered additional services.

## **Fee and Billing**

Kimley-Horn will perform the scope of services, for the total lump sum fee listed below. All permitting, application, and similar project fees will be paid directly by the Client. Lump sum fee will be invoiced monthly based upon the overall percentage of services performed.

Construction Phase Services	\$63,799.08
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## **Closure**

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the terms and conditions in the Professional Services Agreement between the Town of Palm Beach and Kimley-Horn and Associates, Inc., which are incorporated by reference. As used in the Agreement, the term "CONSULTANT" shall refer to Kimley-Horn and Associates, Inc., and the term "TOWN" shall refer to The Town of Palm Beach.

If you concur in all the foregoing and wish to direct us to proceed with the services, please notify us by providing a purchase order for the scope and fee described above.

We appreciate the opportunity to provide these services to you. Please contact me at (561) 840-0820 or [kevin.schanen@kimley-horn.com](mailto:kevin.schanen@kimley-horn.com) should you have any questions.

Sincerely,  
KIMLEY-HORN AND ASSOCIATES, INC.



By: Kevin Schanen, P.E.  
Senior Vice President

# TOWN OF PALM BEACH

Town Council Meeting on: September 10, 2020

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## Section of Agenda

Regular Agenda - Old Business

## Agenda Title

COVID-19 Update

*Kirk W. Blouin, Town Manager*

**TIME CERTAIN: 11:00 AM**

- a. Report on COVID-19 Infections and Hospitalizations (*written backup provided in purple folder*)
- b. Report on Compliance and Enforcement, Relative to State, County and Town Orders (*verbal report*)
- c. Input from Business Community
- d. RESOLUTION NO. 93-2020 A Resolution of The Town Council of The Town of Palm Beach, Palm Beach County, Florida Concurring With The Request of The Town's Chief of Police, To Extend The Chief's Declaration of The Existence Of A State of Emergency Within The Corporate Limits of The Town To October 13, 2020, Unless Earlier Terminated By The Chief of Police, At Which Time The Town Council Will Address The Need For Any Extension of The Declaration of Emergency; Providing For An Effective Date.

## Time Certain

11:00 AM

## Presenter

## ATTACHMENTS:

- **d. Resolution No. 93-2020**

**RESOLUTION NO. 93-2020**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA CONCURRING WITH THE REQUEST OF THE TOWN'S CHIEF OF POLICE, TO EXTEND THE CHIEF'S DECLARATION OF THE EXISTENCE OF A STATE OF EMERGENCY WITHIN THE CORPORATE LIMITS OF THE TOWN TO OCTOBER 13, 2020, UNLESS EARLIER TERMINATED BY THE CHIEF OF POLICE, AT WHICH TIME THE TOWN COUNCIL WILL ADDRESS THE NEED FOR ANY EXTENSION OF THE DECLARATION OF EMERGENCY; PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, 2019 Novel Coronavirus Disease (COVID-19) is a severe, acute respiratory illness that can spread among humans through respiratory transmission and presents with symptoms similar to those of influenza; and

WHEREAS, the World Health Organization (WHO) has declared a pandemic related to COVID-19; and

WHEREAS, the Center for Disease Control and Prevention (CDC) has declared the potential public health threat posed by COVID-19 as "high", both in the United States and throughout the world; and

WHEREAS, on March 1, 2020, Governor Ron DeSantis issued Executive Order 20-51, declaring that appropriate measures to control the spread of COVID-19 in the State of Florida are necessary, and therefore directed that a Public Health Emergency be declared in the State of Florida; and

WHEREAS, on March 9, 2020, Governor Ron DeSantis issued Executive Order 20-52, declaring a State of Emergency in the State of Florida regarding the COVID-19 pandemic; and

WHEREAS, the President of the United States has declared a State of Emergency for the Country to address the public health threat to the United States of America as a result of COVID-19; and

WHEREAS, a threat of impact from COVID-19 exists throughout the corporate limits of the Town of Palm Beach and elsewhere; and

WHEREAS, COVID-19 poses a danger to life and the economic well-being of Palm Beach residents; and

WHEREAS, the Chief of Police of the Town of Palm Beach, pursuant to the authority of Section 58-41 of the Town Code of Ordinances, has declared a state of emergency exists within the corporate boundaries of the Town; and

WHEREAS Florida Statute Section 870.042 provides that the designated official, in this case the Chief of Police, has the authority to exercise the emergency powers conferred in Sections 870.041 through 870.047 of the Florida Statutes; and

WHEREAS, Section 870.047, Florida Statutes, provides for the duration and termination of a State of Emergency and provides that the emergency declaration shall terminate at the end of the period of seventy-two (72) consecutive hours unless prior to the end of the seventy-two (72) hour period, the declaration of emergency has been terminated; and

WHEREAS, any extension of the seventy-two (72) hour time limit must be accomplished by request from the public official and the concurrence of the Town Council by duly enacted resolution in regular or special session; and

WHEREAS, the Town Council approved Resolution No. 21-2020 on March 19, 2020, granting the Chief of Police's request that the seventy-two (72) hour time limit be extended to May 12, 2020; and

WHEREAS, the Town Council approved Resolution No. 34-2020 on May 13, 2020, granting the Chief of Police's request to extend the State of Emergency declaration to June 9, 2020; and

WHEREAS, the Town Council approved Resolution No. 44-2020 on June 10, 2020, granting the Chief of Police's request to extend the State of Emergency declaration to July 14, 2020; and

WHEREAS, the Town Council approved Resolution No. 59-2020 on July 14, 2020, granting the Chief of Police's request to extend the State of Emergency declaration to August 12, 2020; and

WHEREAS, the Town Council approved Resolution No. 63-2020 on August 12, 2020, granting the Chief of Police's request to extend the State of Emergency declaration to September 10, 2020; and

WHEREAS, the Chief of Police has requested that the time limit be extended again to October 13, 2020, unless earlier terminated by the Chief of Police.

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

Section 1. The request of the Chief of Police to further extend the time period for the declaration of emergency is hereby granted.

Section 2. The declaration of emergency shall remain in effect until October 13, 2020, unless earlier terminated by the Chief of Police, at which time the Town Council will address the need for any extension of the declaration of the emergency.

Section 3. During this period of time, the Chief of Police has the authority to extend or amend any of the emergency measures declared in the initial declaration of emergency as provided by the terms of Florida Statute Section 870.045.

Section 4. This resolution shall take effect upon execution. A copy of this Resolution shall be filed in the office of the Town Clerk and delivered to the appropriate news media and by posting on the Town's website.

PASSED AND ADOPTED in a regular, adjourned session of the Town Council of the Town of Palm Beach assembled this 10th day of September, 2020.

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Gail L. Coniglio, Mayor

ATTEST:

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Queenester Nieves, CMC, Town Clerk

# TOWN OF PALM BEACH

Town Council Meeting on: September 10, 2020

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## Section of Agenda

Regular Agenda - Old Business

## Agenda Title

Proposed Improvements to Town Marina Upland Amenities, Lake Drive Park and South Lake Drive

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

- a. Proposed Improvements to Town Marina Upland Amenities, Lake Drive Park and South Lake Drive - Final Recommendations from Fairfax, Sammons and Associates
- b. Review of Cost Estimates of Recommended Improvements

## Presenter

## ATTACHMENTS:

- ▣ **a. Memorandum dated August 26, 2020, from H. Paul Brazil, P.E., Director of Public Works**
- ▣ **b. Memorandum dated September 2, 2020, from H. Paul Brazil, P.E., Director of Public Works**
- ▣ **b. Attachment A**
- ▣ **b. Attachment B**

# TOWN OF PALM BEACH

## Information for Town Council Meeting on: September 10, 2020

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TO: Mayor and Town Council

VIA: Kirk W. Blouin, Town Manager

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

RE: Proposed Improvements to Town Marina Upland Amenities, Lake Drive Park and South Lake Drive – Final Recommendations from Fairfax & Sammons

DATE: August 26, 2020

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### **STAFF RECOMMENDATION**

The Town Council reviewed the conceptual plans developed by Fairfax & Sammons for the proposed improvements to Lake Drive Park and South Lake Drive, at its previous meeting on August 11, 2020. Subsequent to that meeting, the concepts that were favorably considered by the Town Council were presented informally to the Landmarks Preservation Commission (LPC) at its meeting on August 19, 2020. That meeting also afforded an opportunity for public input and comments regarding the proposed concepts. Town staff recommends that the Town Council review the final recommendations from Fairfax & Sammons, and provide direction on the scope of work for any resulting project(s).

### **GENERAL INFORMATION**

The previously developed concepts for the proposed improvements have been summarized by Fairfax & Sammons (F&S) to reflect the Town Council's prior comments as well as those of the LPC members, and the public comments received. The summary provided by F&S is as follows:

*Dear Paul,*

*Resulting from the substantial positive feedback from the Landmarks Preservation Commission, Town Council, the Royal Park Homeowners Association (which represents over 400 residents) and members of the general public in public comments at the LPC we suggest the following:*

- 1) We stand by our suggestion to specify that the new bike path be positioned by the seawall as indicated in our presentation, and not rebuilt in the same location.*
- 2) The moving of the equipment which is currently slated to be retained and added to in the strip of grass next to the seawall should be moved into the park and screened with hedges as shown in our presentation*
- 3) The traffic calming measures which include painting of crosswalks, roundabout and narrowing of corner should be incorporated.*
- 4) Removal of the pergola at the Brazilian docks, as suggested by the Town Council, but retaining the ramp to the parking lot as designed. In the former pergola location there should be adequate hedge screening of the parking lot from the bike path.*
- 5) The parking lots should retain the introduction of greenspace as indicated including removal of the redundant entries at Australian and Peruvian lots, and incorporation of the redesigned parking layout in conjunction with the Fire Marshall's input.*
- 6) The street parking on the west side of the street should continue to be diagonal, adding more where the parking lots entries are removed. The addition of sawtooth curbing should be introduced.*
- 7) New decorative gates and poles at all the docks as indicated in the sketches.*

- 8) *New paths as indicated in the plans*
- 9) *Grey tabby at all new hardscape with the exception of the parking lots*
- 10) *A suggestion for landscape architect to alter original proposal in order to address new planting areas within and around the parking lots, at the diagonal street parking creating a soft edge to the park, replenish the royal palms along the path that have been removed. A suggestion to work with the Palm Beach Preservation Foundation and the Garden Club to specify native plants where possible.*
- 11) *A suggestion to move the new Peruvian building location which will provide a better gathering place, eliminate the necessity for stairs and provide an area that may be easily pedestrian gated if it is deemed necessary in the future.*
12. *New cast stone benches as indicated in the plans.*
13. *New semi-circular cast stone bench at the Australian Dock entrance with relocated flag pole as indicated in plan and sketches*
14. *New water fountain with handicap and dog access at the intersection of paths as shown in plan and sketches*

*Sincerely,*

*Anne Fairfax, AIA, RIBA  
Partner*

A related agenda item was prepared separately to provide cost estimates for various work elements presented in the F&S concepts. Upon review of those cost estimates, it is recommended that the Town Council provide direction on the scope of work desired for the project.

### **FUNDING/FISCAL IMPACT**

This project is not funded. The cost for interim tasks previously approved by the Town Council for design consultant services (Fairfax & Sammons for \$34,500 and W.F. Baird & Associates for \$50,000) was not funded, and to expedite those efforts these additional services were charged to the Town Marina project. It is necessary to establish a separate account and funding to reimburse those tasks, in the amount of \$84,500. Additional funding will be required as this project progresses.

cc: Jay Boodheshwar, Deputy Town Manager  
Carolyn Stone, Director of Business Development & Operations  
Jane LeClainche, Finance Director  
Eric Brown, P.E., Assistant Director of Public Works  
Dean Mealy, Purchasing Manager  
Jason Debrincat, P.E., Senior Project Engineer  
Mike Horn, Town Dockmaster  
Gordon Thomson, W.F. Baird & Associates

# **TOWN OF PALM BEACH**

Information for Town Council Meeting on: September 10, 2020

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TO: Mayor and Town Council

VIA: Kirk W. Blouin, Town Manager

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

RE: Proposed Improvements to Town Marina Upland Amenities, Lake Drive Park and South Lake Drive – Review of Cost Estimates of Recommended Improvements

DATE: September 2, 2020

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## **STAFF RECOMMENDATION**

The Town Council reviewed the conceptual plans developed by Fairfax & Sammons for the proposed improvements to Lake Drive Park and South Lake Drive at its previous meeting on August 11, 2020. Town staff was directed to develop a cost estimate for those concepts and to identify any associated schedule impacts for the Town Marina project. That information is presented below. Town staff recommends that the Town Council review the information and provide guidance on proceeding with any project work that the Town Council approves. Staff also recommends that a project budget be established and costs incurred be reimbursed to the Town Marina project budget as identified below.

## **GENERAL INFORMATION**

Based upon the concepts developed by the consultant, Fairfax & Sammons (F&S), for proposed Lake Drive Park and South Lake Drive improvements (as presented to the Town Council at the August 11, 2020 meeting), a preliminary cost estimate was prepared to provide a more comprehensive summary of the potential project costs. That cost estimate for various elements of the F&S concepts is provided below. The costs were developed with input from the marina consultant, W.F. Baird, and the marina project's general contractor, Murray Logan Construction. Any comments related to constructability, technical issues, or operational concerns are also included where appropriate. In order to make a fully informed decision, the Town Council also requested an analysis of any schedule impacts to the Town Marina project that may result due to implementation of the concepts presented by F&S. Specific project elements that could have an impact on timely completion of the Town Marina project are also noted.

One of the design assumptions used for the current Town Marina project design was to have minimal impact to the upland areas of the park. Therefore, very few items that are being proposed as part of the F&S concepts were already budgeted. As a point of reference, the following items are presently included in the approved Town Marina project budget:

**Scope of Work Items – Funding Already Approved**

<b><u>Item Description</u></b>	<b><u>Amount</u></b>
Mill & Resurface Parking Lots & Restripe	\$ 211,285
Landscaping/Irrigation- Parking Lots, Dock Entrances, Utilities	\$ 248,000
Resurface Lake Trail (asphalt) & Dock Accesses/Ramps	<u>\$ 285,000</u>
Total:	\$ 744,285

**Summary of F&S Concepts – Additional Costs**

The concepts developed have been grouped into three basic “packages” to help facilitate the general discussion and to see if any of those represent a consensus for the Town Council. These cost summaries are provided below with a brief description of the scope of work related to them. [Note: All costs presented for implementing the F&S concepts are in addition to these existing cost items (i.e. each concept cost represents the additional funding required).]

**Scenario “A”:**

All F&S Concepts Implemented (“All-In” Costs): \$7,422,500

Scope of work includes all park improvements noted from the F&S concepts and does include the pergola at the Brazilian Dock area, and also includes all the traffic calming with gray tabby crosswalks, milling and resurfacing of South Lake Drive, new curbs for sawtooth-parking spaces, and three (3) paths through the park. Relocation of the Lake Trail and electrical equipment is included, and replacement of street lighting for the new trail, and an improved coating for the seawall cap. Allowance items are included for landscaping, irrigation, and miscellaneous enhancements.

**Scenario “B”:**

Modified F&S Concepts Implemented: \$5,026,000

Scope of work reflects the park improvements noted from Scenario “A” except it does not include the pergola at the Brazilian Dock area or any revisions around the Peruvian Dock area (i.e., raising the building or moving the electrical utilities or trail). Traffic calming is achieved with painted crosswalks. Milling and resurfacing of South Lake Drive is not included.

**Scenario “C”:**

Reduced Scope F&S Concepts Implemented: \$3,657,000

Scope of work reflects the park improvements noted from Scenario “B” except it leaves the Lake Trail in its original location and also leaves the electrical equipment in the original design location.

A summary of the major project elements is provided as Attachment “A” and describes the technical issues, operational concerns, or schedule impacts that may be associated. The cost estimate breakdown provided by Murray Logan Construction Inc. is provided as Attachment “B” which is the source of the estimated construction costs. Cost estimates presented are preliminary budget estimates only and should be considered in that context. The estimates do not reflect any contingency and they do not reflect “soft costs” associated with the project such as consultant design fees. Costs are presented without any escalation to future year costs, which would be appropriate if the project work is deferred to a future year.

After the presentation and review by the Town Council, staff will need direction from Town Council. If the Town Council chooses to move forward with implementing any or all of these improvements, staff requests that a preferred scope of work be chosen and that a project budget be established consistent with that desired scope of work.

### **FUNDING/FISCAL IMPACT**

This project is not funded. The cost for interim tasks previously approved by the Town Council for design consultant services (Fairfax & Sammons for \$34,500 and W.F. Baird & Associates for \$50,000) was not funded, and to expedite those efforts, these additional services were charged to the Town Marina project. It is necessary to establish a separate account and funding to reimburse those tasks, in the amount of \$84,500. Additional funding will be required as this project progresses.

### **PURCHASING REVIEW**

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

Attachments

cc: Jay Boodheshwar, Deputy Town Manager  
Carolyn Stone, Director of Business Development & Operations  
Jane LeClainche, Finance Director  
Eric Brown, P.E., Assistant Director of Public Works  
Dean Mealy, Purchasing Manager  
Jason Debrincat, P.E., Senior Project Engineer  
Mike Horn, Town Dockmaster

## ATTACHMENT “A”

### F&S Concept Items – Summary of Major Elements

#### Traffic Calming

<b>Costs:</b>	<b>Scenario A = \$1,316,000</b>
	<b>Scenario B = \$ 197,000</b>
	<b>Scenario C = \$ 197,000</b>

Scope includes the following related tasks: Crosswalks, round-about, roadway resurfacing, curbing, maintenance of traffic, and signage.

Technical issues or operational concerns: Saw-tooth parking spaces may present challenges for storm drainage if existing curb at edge of pavement is modified. Maintenance funds need to be allocated for repainting and cleaning of new improvements.

Impact on Town Marina project schedule? No, not a direct impact to the current schedule if scope of work is designed, negotiated, and awarded with contractor start by March 31, 2021.

#### Walkways & Paths (Park)

<b>Costs:</b>	<b>Scenario A = \$175,000</b>
	<b>Scenario B = \$175,000</b>
	<b>Scenario C = \$175,000</b>

Scope includes the following related tasks: Clearing/grubbing, excavation, subgrade preparation, placement, and compaction of base material, concrete placement and finishing, and minor irrigation modifications.

Technical issues or operational concerns: Resident feedback indicated the desire to have as much contiguous open green space as possible. The third path does dissect one of the larger green space areas. Walkways would need to connect crosswalks with Lake Trail and may require some additional sidewalk or path near intersections for full connectivity. Walkways/paths would need to be located away from existing banyan tree root zones.

Impact on Town Marina project schedule? No, not a direct impact to the current schedule if scope of work is designed, negotiated, and awarded with contractor start by March 31, 2021.

#### Lake Trail Relocation

<b>Costs:</b>	<b>Scenario A = \$4,201,500</b>	
	<b>Scenario B = \$3,759,000</b>	
	<b>Scenario C = \$2,390,000</b>	<b>(Not Relocated)*</b>

Scope includes the following related tasks: Clearing/grubbing, excavation, subgrade preparation, placement, and compaction of base material, new surface for trail, new hardscape adjacent to Brazilian and Australian docks, and also the electrical equipment and utilities relocations required to move the trail. **\*Includes demolition/rebuilding of base material for trail, tabby upgrade, enlarged hardscape area, and lighting allowance to replace existing street lights.**

Technical issues or operational concerns: Turning radius of golf carts and Public Works vehicles on the trail will need to be evaluated. Maintenance concerns with tabby concrete surface (tire marking, staining, etc.) will require regular cleaning and sealing. During design development, the requirement for a railing along some or all of the bulkhead would need to be resolved, if the trail is relocated.

Impact on Town Marina project schedule? Yes, electrical equipment location is required immediately since work is already pending for conduit installation associated with FPL power to the new dock locations.

**Parking Lot Revisions (and Vehicle Entrance Modifications)**

<b>Costs:</b>	<b>Scenario A = \$120,000</b>
	<b>Scenario B = \$120,000</b>
	<b>Scenario C = \$120,000</b>

Scope includes the following related tasks: asphalt removal, curbs, and entrance gates.

Technical issues or operational concerns: Number of on-site spaces likely to be reduced compared to existing plan, and conformance with parking standards (width/length of spaces, aisle width, turning radius, etc.) will be required. Fire marshal concerns with proposed parking layouts by F&S. Ideal marina operation condition is to maximize on-site parking for security and convenience.

Impact on Town Marina project schedule? No, not a direct impact to the current schedule if scope of work is designed, negotiated, and awarded with contractor start by March 31, 2021.

**Landscaping & Irrigation (Enhancements)**

<b>Costs:</b>	<b>Scenario A = \$450,000</b>
	<b>Scenario B = \$415,000</b>
	<b>Scenario C = \$415,000</b>

Scope includes the following related tasks: Allowance for landscape plantings (trees, shrubs, etc.), and irrigation system for those plantings

Technical issues or operational concerns: Height/location of any trees or plantings needs to be sensitive to line-of-sight and view through the park. View of security cameras should not be impeded by the new plantings.

Impact on Town Marina project schedule? No, not a direct impact to the current schedule if scope of work is designed, negotiated, and awarded with contractor start by March 31, 2021.

**Miscellaneous Improvements**

<b>Costs:</b>	<b>Scenario A = \$360,000</b>
	<b>Scenario B = \$360,000</b>
	<b>Scenario C = \$360,000</b>

Scope includes the following related tasks: Water fountain(s), decorative park benches, flag pole, bike rack, etc.

Technical issues or operational concerns: Water source and plumbing considerations may dictate most logical location for the water fountains.

Impact on Town Marina project schedule? No, not a direct impact to the current schedule if scope of work is designed, negotiated, and awarded with contractor start by March 31, 2021.

**Pergola at Brazilian Dock**

<b>Costs:</b>	<b>Scenario A = \$800,000</b>
	<b>Scenario B = N/A</b>
	<b>Scenario C = N/A</b>

Scope includes the following related tasks: Foundation and structure for new pergola.

Technical issues or operational concerns: If foundation is required for the pergola structure (columns, beams, etc.) then extent and depth of that foundation needs to be determined. Maintenance funds need to be allocated for repainting, cleaning, and repairs of new improvements.

Impact on Town Marina project schedule? Yes, coordination with Lake Trail and electrical equipment relocation is necessary to avoid utility conflicts with any pergola foundation elements.

**MURRAY LOGAN CONSTRUCTION, INC.****General Contractors**

Excellence  
Since  
1968

313 65TH TRAIL NORTH  
WEST PALM BEACH, FLORIDA 33413  
TELEPHONE (561) 686-3948  
FAX (561) 686-7465



August 26, 2020

**Town of Palm Beach**  
Public Works Department  
951 Old Okeechobee Road  
West Palm Beach, FL 33401  
Attn: Mr. Eric Brown

RE: Initial Opinion of Probable Construction Cost  
Lake Drive Park and Marina Improvements  
Traffic Calming and Park Enhancements

Dear Mr. Brown:

The Town of Palm Beach requested Murray Logan Construction, Inc. to provide an Initial Opinion of Probable Construction Cost (IOPCC) for the construction improvements to South Lake Drive and Lake Drive Park.

The intended purpose of this IOPCC estimate is to establish a budget and provide talking points for the stakeholders as to the feasibility of moving forward with this project.

This IOPCC is based on Fairfax & Sammons Architecture conceptual rendering dated August 11, 2020. This estimate was prepared using our in-house cost history. The breakdowns of scopes of work are attached (Exhibit "A"). No other documents or information have been provided at this time.

The IOPCC estimate assumes the following scopes of work to be performed: maintenance of traffic, clearing/demolition, earthwork/grading, roadway construction, parking lot modifications, milling and resurfacing, striping, signage, tabby crosswalks, tabby round-a-bout, drainage, water, sewer, concrete retaining walls, tabby bike trail along seawall, tabby pathways, aluminum entry gates, cast stone benches, miscellaneous furnishings, pergola, landscaping and irrigation per attached Exhibit "A". Based on this information, Murray Logan Construction, Inc. is pleased to provide the following Initial Opinion of Probable Construction Cost.

**MURRAY LOGAN CONSTRUCTION, INC.**

**General Contractors**

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**Initial Opinion of Probable Construction Cost**

**TRAFFIC CALMING**

Maintenance of Traffic (pedestrian & vehicular traffic)	\$ 125,000.00
Demolition/Clearing & Grubbing	\$ 248,000.00
Earthwork & Grading	\$ 28,000.00
Storm Drainage (Allowance)	\$ 100,000.00
Water Supply	\$ NIC
Sanitary Sewer	\$ NIC
Franchise Utilities	\$ NIC
Gas	\$ NIC
Electrical / Lighting	\$ NIC
Subgrade / Base Construction	\$ 90,000.00
Asphalt / Striping / Signage	\$ 350,000.00
Hardscape Options	\$ 375,000.00
<b><u>TRAFFIC CALMING TOTAL:</u></b>	<b>\$ 1,316,000.00</b>

**PARK ENHANCEMENTS**

Maintenance of Traffic (pedestrian & vehicular traffic)	\$ 0.00
Demolition/Clearing & Grubbing	\$ 380,000.00
Earthwork & Grading	\$ 190,000.00
Storm Drainage (Allowance)	\$ NIC
Water Supply	\$ 80,000.00
Sanitary Sewer	\$ 40,000.00

**MURRAY LOGAN CONSTRUCTION, INC.**

**General Contractors**

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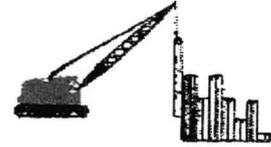
**PARK ENHANCEMENTS (cont.)**

Electrical Gear Relocation at Brazilian, Australian and Peruvian Docks	\$ 1,311,500.00
Gas	\$ 15,000.00
Electrical / Lighting (Allowance)	\$ 820,000.00
Subgrade / Base Construction	\$ 110,000.00
Concrete Work	\$ 180,000.00
Coating Retaining Walls/Bulkhead Cap East and Top Face	\$ 200,000.00
Hardscape Options based on Gray Tabby	\$ 1,170,000.00
Furnishings	\$ 360,000.00
Vertical Elements (Pergola)	\$ 800,000.00
Landscaping / Irrigation	\$ 450,000.00
Soft Costs (Design/ Permitting/ Impact Fees)	By Others
Subtotal Park Enhancements	<u>\$ 6,106,500.00</u>
Subtotal Traffic Calming	<u>\$ 1,316,000.00</u>
Total Traffic Calming and Park Enhancements IOPCC	<u>\$ 7,422,500.00</u>
<b><u>TOTAL INITIAL OPINION OF PROBABLE CONSTRUCTION COSTS</u></b>	<b><u>\$7,422,500.00</u></b>

**MURRAY LOGAN CONSTRUCTION, INC.**

**General Contractors**

313 65TH TRAIL NORTH  
WEST PALM BEACH, FLORIDA 33413  
TELEPHONE (561) 686-3948  
FAX (561) 686-7465



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Since  
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**Exclusions and Clarifications:**

Engineering and Permitting is excluded. This Initial Opinion of Probable Cost is based on understanding of scope based on information in hand and is subject to final pricing per the final permit/construction plans.

So long as the direction to adopt these element changes is made in a timely manner, these changes can be built within our current contract time.

At this stage of design we recommend an Owner's Contingency of 25% be carried above the Initial Opinion of Probable Construction Costs.

Thank you for the opportunity and we look forward to the next steps.

Respectfully yours,

*David Logan, President*

David Logan  
President

**S. Lake Drive and Lake Drive Park Enhancements**  
**Initial Opinion of Probable Construction Costs**

**Direct Construction Costs**

8/26/2020

Prepared By

Murray Logan Construction, Inc./Burkhardt Construction, Inc.

LEGEND FOR ABBREVIATIONS	
EA - Each	SF - Square Foot
E/D - Each Day	SY - Square Yard
DAY - Daily	CY - Cubic Yard
LS - Lump Sum	NIC - Not Included in IOPCC
ROL - Rolls	
LF - Lineal Foot	

Item Description		Unit of Measure	Amount
<b>TRAFFIC CALMING</b>			
<u>MAINTENANCE OF TRAFFIC</u>		LS	\$ 125,000.00
<u>DEMOLITION / CLEARING &amp; GRUBBING</u>			\$ 248,000.00
NPDES		LS	
SAWCUTTING		LF	
REM/DISPOSE OF CONCRETE		SF	
REM/DISPOSE OF ASPHALT		SY	
STRIP SOD		SF	
ROLL OFF DUMPSTERS		EA	
FINAL CONSTRUCTION CLEAN		LS	
<u>EARTHWORK / GRADING</u>			\$ 28,000.00
EXC / GRADE / COMPACT FOR CURB/CROSSWALK @ ROYAL PALM WAY		CY	
EXC / GRADE / COMPACT FOR ROUND-A-BOUT @ BRAZILIAN		CY	
EXC / GRADE / COMPACT FOR SIDEWALKS		CY	
EXC / GRADE / COMPACT FOR CROSSWALKS @ CHILEAN		CY	
EXC / GRADE / COMPACT FOR CROSSWALKS @ PERUVIAN		CY	
<u>STORM DRAINAGE</u>			\$ 100,000.00
CATCH BASIN MODIFICATIONS TO FIT CURB LINE AT INTERSECTIONS		EA	
<u>WATER</u>		NIC	\$ -
<u>SANITARY SEWER</u>		NIC	\$ -
<u>FRANCHISE UTILITIES</u>		NIC	\$ -
<u>GAS</u>		NIC	\$ -
<u>STREET LIGHTING AND ELECTRICAL</u>		NIC	\$ -
<u>SUBGRADE / BASE CONSTRUCTION</u>			\$ 90,000.00
12" COMPACTED SUBGRADE FOR SIDEWALKS/CURB		SY	
12" CRUSHED CONCRETE BASE FOR CROSSWALKS		SY	
12" CRUSHED CONCRETE BASE FOR ROUND-A-BOUT		SY	
<u>ASPHALT / STRIPING / SIGNAGE</u>			\$ 350,000.00
MILL / RESURFACE SOUTH LAKE DRIVE		SY	
RE-STRIP SOUTH LAKE DRIVE		SY	
STREET SIGNAGE		LS	
WAYFINDING SIGNAGE		LS	
<u>HARDSCAPE OPTIONS BASED ON GRAY TABBY</u>	UNIT COST		\$ 375,000.00
GRAY TABBY CROSSWALKS	\$25.00	SF	
STANDARD CONCRETE CROSSWALKS	\$10.00	SF	deduct \$225,000
PAVER CROSSWALKS	\$20.00	SF	deduct \$75,000
TABBY ROUND-A-BOUT	\$25.00	SF	
PAVER ROUND-A-BOUT	\$20.00	SF	deduct \$75,000
STAMPED ASPHALT ROUND-A-BOUT	\$25.00	SF	
<b>TRAFFIC CALMING TOTAL</b>			<b>\$ 1,316,000.00</b>



Item Description		Unit of Measure	Amount
<b>PARK ENHANCEMENTS</b>			
<b>MAINTENANCE OF TRAFFIC</b>		LS	\$ -
<b>DEMOLITION / CLEARING &amp; GRUBBING</b>			\$ 380,000.00
NPDES		LS	
SAWCUTTING		LF	
TREE REMOVAL AND DISPOSAL OR RELOCATION		EA	
REM/DISPOSE OF CONCRETE		SF	
REM/DISPOSE OF ASPHALT		SY	
STRIP SOD		SF	
ROLL OFF DUMPSTERS		EA	
FINAL CONSTRUCTION CLEAN		LS	
<b>EARTHWORK / GRADING</b>			\$ 190,000.00
EXC / GRADE / COMPACT FOR LAKE TRAIL AGAINST BULKHEAD		CY	
FILL / GRADE / COMPACT FOR RAMP ENTRY @ EACH DOCK ENTRANCE		CY	
EXC / GRADE / COMPACT FOR PATHWAYS		CY	
EXC / GRADE FOR LANDSCAPE AREAS		LS	
<b>STORM DRAINAGE</b>		NIC	\$ -
<b>WATER</b>		ALLOW	\$ 80,000.00
<b>SANITARY SEWER</b>		ALLOW	\$ 40,000.00
<b>ELECTRICAL GEAR RELOCATION</b>	UNIT COST		\$1,311,500.00
BRAZILIAN DOCK - EXTEND AND ADD G CABLE TO RELOCATE PANELS	\$186,000.00	LS	
BRAZILIAN DOCK - ADDITIONAL CONDUIT, PULL BOXES	\$172,500.00	LS	
AUSTRALIAN DOCK - EXTEND AND ADD G CABLE TO RELOCATE PANELS	\$233,000.00	LS	
AUSTRALIAN DOCK - ADDITIONAL CONDUIT, PULL BOXES	\$172,500.00	LS	
PERUVIAN DOCK - EXTEND G CABLE	\$145,000.00	LS	
PERUVIAN DOCK - ADDITIONAL CONDUIT, PULL BOXES	\$172,500.00	LS	
PERUVIAN T-12 RELOCATION AND NEW D-7 FEEDER WIRE	\$115,000.00	LS	
RETAINING WALLS/EARTHWORK FOR RAISED GEAR	\$115,000.00	LS	
<b>GAS</b>		ALLOW	\$ 15,000.00
D7 FUEL LINE MODIFICATIONS			
<b>STREET LIGHTING AND ELECTRICAL</b>		ALLOW	\$ 820,000.00
<b>SUBGRADE / BASE CONSTRUCTION</b>			\$ 110,000.00
12" COMPACTED SUBGRADE FOR PATHWAYS/CURB		SY	
6" CRUSHED CONCRETE BASE FOR PATHWAYS		SY	
12" COMPACTED SUBGRADE FOR LAKE TRAIL		SY	
12" CRUSHED CONCRETE BASE FOR LAKE TRAIL		SY	
<b>CONCRETE WORK</b>			\$ 180,000.00
CONCRETE CURBS - S LAKE DRIVE PARKING SPOTS		LF	
CONCRETE RETAINING WALLS		LF	
RAISE PERUVIAN BUILDING 2.6'		LS	
MISC CONCRETE WORK		ALLOW	
<b>COATING RETAINING WALLS/BULKHEAD CAP EAST AND TOP FACE</b>			\$ 200,000.00
COATING		ALLOW	
<b>HARDSCAPE OPTIONS BASED ON GRAY TABBY</b>	UNIT COST		\$ 1,170,000.00
GRAY TABBY PATHWAYS	\$20.00	SF	
GRAY TABBY LAKE TRAIL	\$20.00	SF	
STANDARD CONCRETE PATHWAY	\$7.50	SF	
STANDARD CONCRETE LAKE TRAIL	\$7.50	SF	deduct \$62,500
CAST STONE BALUSTRADE ALONG SEAWALL W/ CAST COLUMNS		LF	deduct \$200,000
DECORATIVE ALUMINUM ENTRY GATES		EA	
SECURITY GATES @ STREET ENTRANCES		EA	
PARKING LOT MODIFICATIONS		LS	
DECORATIVE ALUMINUM RAILING ALONG SEAWALL		LF	
COMPASS ROSE INLAY AT AUSTRALIAN DOCK ENTRANCE		LS	



Item Description	UNIT COST	Unit of Measure	Amount
<b>FURNISHINGS</b>			<b>\$ 360,000.00</b>
CAST STONE BENCHES ALONG PATHWAY	\$5,000.00	EA	
CAST STONE BENCHES AT BRAZILIAN	\$5,000.00	EA	
RADIAL CAST STONE BENCH AT AUSTRALIAN		LS	
BIKE RACKS		EA	
DRINKING FOUNTAINS	\$15,000.00	EA	
FLAGPOLE		EA	
<b>VERTICAL ELEMENTS</b>			<b>\$ 800,000.00</b>
PERGOLA AT BRAZILIAN DOCK		LS	
<b>LANDSCAPE / IRRIGATION</b>			<b>\$ 450,000.00</b>
LANDSCAPE		LS	
IRRIGATION MODIFICATIONS		LS	
<b>PARK ENHANCEMENTS TOTAL</b>			<b>\$ 6,106,500.00</b>
<b>S. Lake Drive/Lake Drive Park Enhancements Initial Opinion of Probable Construction Cost Total</b>			<b>\$ 7,422,500.00</b>



# TOWN OF PALM BEACH

Town Council Meeting on: September 10, 2020

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## Section of Agenda

Regular Agenda - New Business

## Agenda Title

Proposed 2021 Town Council Meeting Schedule

## Presenter

Kirk W. Blouin, Town Manager

## ATTACHMENTS:

- **Memorandum Dated August 27, 2020, from Kirk W. Blouin, Town Manager**

# TOWN OF PALM BEACH

Information for Town Council Meeting on: September 10, 2020

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To: Mayor and Town Council

From: Kirk W. Blouin, Town Manager

Re: Adoption of the 2021 Town Council Meeting Schedule

Date: August 27, 2020

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## **STAFF RECOMMENDATION**

Staff recommends the Town Council adopt the 2021 meeting schedule as modified below, along with any other modifications that may be acceptable to the majority.

## **GENERAL INFORMATION**

Staff requests Town Council approve the following 2021 Town Council meeting schedule below:

JANUARY 12 AND 13	JULY 13 AND 14
FEBRUARY 9 AND 10	AUGUST 10 AND 11
MARCH 2 AND 3 <sup>(1)</sup> MARCH 9 AND 10 (if no municipal election)	SEPTEMBER 14 AND 15( <i>Jewish Holiday</i> ) <sup>(2)</sup>
APRIL 13 AND 14	OCTOBER 12 AND 13
MAY 11 AND 12	NOVEMBER 9 AND 10
JUNE 8 AND 9	DECEMBER 14 AND 15

(1) Staff recommends scheduling the March Town Council meetings on Tuesday, March 2, 2021, and Wednesday, March 3, 2021 due to the Town's general election occurring on Tuesday, March 9, 2021 from 7:00 a.m. to 7:00 p.m. The swearing in of newly elected official(s) and adoption of the certified election results will take place at the regular Town Council meeting immediately following the Town election.

(2) As September 15 and 16, 2021 are celebrated as Jewish Holidays, staff is seeking direction on holding the Development Review meeting on either Monday, September 13 or Friday, September 17, 2021.

The six (6) Jewish holidays listed below are dates that should be avoided when scheduling public meetings.

Purim	Friday, February 26, 2021
Passover	Monday, March 29, 2021
Shavuot	Monday, May 17 and Tuesday, May 18, 2021
Rosh Hashanah	Tuesday, September 7 and Wednesday, September 8, 2021
Yom Kippur	Wednesday, September 15 and Thursday, September 16, 2021
Sukkot	Wednesday, September 22, 2021 (final night)

Board/Commission liaisons should work to reschedule any meetings that conflict with the above noted holidays.

KWB: pgg

cc: Jay Boodheshwar, Deputy Town Manager  
Department Directors  
John C. Randolph, Town Attorney

# TOWN OF PALM BEACH

Town Council Meeting on: September 10, 2020

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## Section of Agenda

Regular Agenda - New Business

## Agenda Title

Census 2020 Update

## Presenter

Kirk W. Blouin, Town Manager

## ATTACHMENTS:

No Attachments Available

# TOWN OF PALM BEACH

Town Council Meeting on: September 10, 2020

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## Section of Agenda

Regular Agenda - New Business

## Agenda Title

Discussion Regarding Ficus Benjamina and Other Native Plants.

## Presenter

Julie Araskog, Town Council Member

## ATTACHMENTS:

- **Documents Provided by Julie Araskog, Town Council Member**

In regard to:

Sec. 66-285. - General.

- (1) At least 25 percent of all new required landscaping, in the form of trees, shrubs and ground cover plants, other than grass, shall consist of native vegetation. To determine appropriate native vegetation the Xeriscape Plant Guide by the South Florida Water Management District, or if available County or regional lists as amended may be used.

(Ord. No. [21-2018](#), § 4, 4-9-19);hn0;

Confusion exists in the above ordinance making it difficult for ARCOM and the Planning, Building and Zoning Department to calculate the required 25% of native plantings and to delineate between Native and non-native. For instance,

First, the Town adopted a 25% native plant requirement, but it appears that the Town never determined the actual way to count or quantify the natives. Should it be the number of plants (trees, shrubs, vines?) or the ground coverage? Is the number calculated at the time of the planting or at maturity? Does it count if plants are under a native tree canopy?

Wayne began research on calculation methodology and has found different municipalities use different means of measuring the amount of natives to reach the intended requirements. Wayne, Susan Lerner and I now realize it is important to study the different methods of calculating natives and choose the appropriate method and clarify the ordinance.

Second, the ordinance is too broad in the language as to what lists can be used as various lists of native landscape materials are in direct conflict with each other. It is important to choose the most comprehensive and accurate list and not allow so many alternatives.

Susan Lerner from preservation has been reviewing landscape plans for us and brought several issues to our attention. Wayne will speak about this and hopefully Susan Lerner will join us to comment.

Third, when ORS looked at the issue of Ficus Benjamina hedges, we discussed not allowing Ficus Benjamina Trees on properties, but somehow that fell off the final ordinance. I would like to study this issue to decide if ficus benjamina should be allowed at all even in tree form as the tree attracts white fly and could cause infestation of neighboring properties and requires the chemicals that are banned in the EU and believed to be harmful to humans, children and bees. (Please see the attached article: *Neonicotinoid Pesticides: Are People at Risk?* )

Lastly, there is a list of ficus that attract white fly that we had not found before when we studied this issue and I propose we study this further to ascertain whether or not they should be included in the prohibited list of ficus. (( White Fly Attacks various *Ficus* species (*F. aurea*, *F. altissima*, *F. bengalensis*, *F. benjamina*, *F. lyrata*, *F. microcarpa*, and *F. maclellandii*). Was also observed on *Rhododendron (Azalea) indica*.) \*\*See the attached article “*Ficus Whitefly*, UC Riverside Center for Invasive Species” for this list and other information.

The above issues are important and need to be resolved in a timely manner. I would like to call an ORS meeting before our next Council Meeting to hopefully come to a resolution on each issue.

From: Julie Araskog <jaraskog@alumni.nd.edu>  
Subject: Neonicotinoid Pesticides: Are People at Risk? | Waters Kraus & Paul  
Date: August 31, 2020 at 6:03:07 PM EDT  
To: Julie Araskog <jaraskog@TownOfPalmBeach.com>

<https://www.waterskraus.com/neonicotinoid-pesticides-people-risk/>

# Neonicotinoid Pesticides: Are People at Risk?

***July 24, 2018 The EU banned these chemicals because of their danger to honeybees, but they are believed to be harmful to humans—and they are in use in the United States***

After a scientific review, the European Union has decided to implement a complete ban on neonicotinoids, a group of [pesticides](#) killing honeybees and affecting crop pollination. This full ban goes into full effect at the end of 2018 and enhances a previous limited ban in force since 2013. Pursuant to the ban, neonicotinoids will only be allowed in greenhouses where there is no contact with bees or other pollinators.

## What are Neonicotinoid Pesticides?

[Neonicotinoids are pesticides that affect the central nervous systems of insects.](#) These pesticides get their name from their basic chemistry which is similar to that of nicotine.

There has been a significant decrease in the bee population in the last few years and scientists suspect that there is a connection between neonicotinoids and [colony collapse disaster](#) (CCD). CCD is “the

phenomenon that occurs when the majority of worker bees in a colony disappear and leave behind a queen, plenty of food, and a few nurse bees to care for the remaining immature bees and the queen.” The decreased bee population directly affects crop production because the spread of bee pollen is necessary for reproduction.

Neonicotinoids have been popular in agricultural and commercial ornamental production because they are effective in guarding against a wide range of insect pests. However, if neonicotinoids are harmful to honeybees and other insects, it begs the question, what is their effect on humans?

## Effects of Neonicotinoid Pesticides on Humans

In 2014, the European Food Safety Commission (EFSA) found that the neonicotinoid pesticides (acetamiprid and imidacloprid), which are linked to bee deaths, are [also harmful to humans](#). Acetamiprid (ACE) and imidacloprid (IMI) obstruct the normal development and function of the nervous system in children and damage brain structures and functions associated with learning and memory.

The Plant Protection Products and their Residues Panel (PPR) found that the guidance levels for acceptable exposure to ACE and IMI may not protect humans and should be reduced. In addition, a [2012 study on the nicotine-like effects of neonicotinoids](#) showed that ACE, IMI, and nicotine exert similar excitatory effects on mammalian nicotinic acetylcholine receptors. Therefore, the neonicotinoids may adversely affect human health, especially the developing brain of fetuses and young children.

It is well documented that pesticides contain toxic chemicals that in some instances can cause [birth defects](#) in children whose parents were exposed

through agricultural work. Parents whose work requires direct contact with pesticides, as well as those who live in close proximity to agricultural areas, are at a high risk of exposure to toxic chemicals leading to birth defects and complications.

## **How Can Waters Kraus & Paul Help?**

Waters Kraus & Paul is a mid-sized plaintiffs' law firm fighting for the justice that farmworkers deserve. We represent families from farming communities who are raising children born with birth defects resulting from pesticide exposure. The firm's birth defect attorneys have years of experience aggressively representing our clients to ensure they receive compensation for their injuries, and that those who negligently allowed those injuries are held responsible. If you have had a child born with birth defects related to toxic exposure while working on a farm, [email](#) or call 866.295.4518 to see how the birth defect attorneys at Waters Kraus & Paul can help you with your birth defects lawsuit.

### **Ficus Whitefly (*Singhiella simplex*) (Fig Whitefly)**

**Hosts and damage:** Attacks various *Ficus* species (*F. aurea*, *F. altissima*, *F. bengalensis*, *F. benjamina*, *F. lyrata*, *F. microcarpa*, and *F. maclellandii*). Was also observed on *Rhododendron (Azalea) indica*. Feeding may cause yellowing of leaves, defoliation and branch dieback. High populations are able to stunt the growth of young trees. *S. simplex* populations may reproduce rapidly and emerging adult numbers may be quite large. In some cities of Los Angeles County where *Ficus* trees were commonly planted on sidewalks and street medians, clouds of adult *Ficus* whiteflies were observed creating a nuisance for residents

**Identification:** Adults (about 1.4-1.6 mm) have white wings with faint grayish-brown markings. Eyes dark red.

Fly readily when disturbed. Nymphs have light green to tan, often semitransparent, oval bodies which may blend with the surrounding leaf surface. Pupae with red eyes. Unlike many other whitefly species, immature stages of *S. simplex* can be found on both lower and upper surfaces of leaves. *Ficus* Whitefly eggs are yellow to light brown color, elongate. Deposited mostly along the midvein on the underside of the leaves.

**Distribution:** Native to southeastern Asia (Myanmar, China and India). Introduced into the U.S.: Florida (2007) and California (2012). *Ficus* Whitefly was also introduced into Brasil in 2009.

Please use the following link for this information and more:

<https://cizr.ucr.edu/invasive-species/ficus-whitefly>

**From:** [Julie Araskog](#)  
**To:** [Pat Gayle-Gordon](#)  
**Subject:** Ficus Whitefly | Center for Invasive Species Research  
**Date:** Tuesday, September 01, 2020 2:31:32 PM

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<https://civr.ucr.edu/invasive-species/ficus-whitefly>

# Ficus Whitefly

## **Ficus Whitefly (*Singhiella simplex*) (Fig Whitefly)**

**Hosts and damage:** Attacks various *Ficus* species (*F. aurea*, *F. altissima*, *F. bengalensis*, *F. benjamina*, *F. lyrata*, *F. microcarpa*, and *F. maclellandii*). Was also observed on *Rhododendron (Azalea) indica*. Feeding may cause yellowing of leaves, defoliation and branch dieback. High populations are able to stunt the growth of young trees. *S. simplex* populations may reproduce rapidly and emerging adult numbers may be quite large. In some cities of Los Angeles County where *Ficus* trees were commonly planted on sidewalks and street medians, clouds of adult *Ficus* whiteflies were observed creating a nuisance for residents

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**Distribution:** Native to southeastern Asia (Myanmar, China and India). Introduced into the U.S.: Florida (2007) and California (2012). Ficus Whitefly was also introduced into Brasil in 2009.

# TOWN OF PALM BEACH

Town Council Meeting on: September 10, 2020

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## Section of Agenda

Ordinances - First Reading

## Agenda Title

ORDINANCE NO. 13-2020 An Ordinance of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Providing for an Amendment to the Town's Budgets Adopted for the Fiscal Year Commencing October 1, 2019, and Providing an Effective Date.

## Presenter

Jane Le Clainche, Director of Finance

## ATTACHMENTS:

- ▣ **Memorandum dated August 30, 2020, from Jane Le Clainche, Director of Finance**
- ▣ **Ordinance No. 13-2020**
- ▣ **Ordinance No. 13-2020 Exhibits**

# TOWN OF PALM BEACH

Information for Town Council Meeting on: September 10, 2020

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To: Mayor and Town Council

Via: Kirk Blouin, Town Manager

From: Jane Le Clainche, Director of Finance

Re: Amendment to the Capital Improvement Fund, Coastal Management Fund, and the Accelerated Capital Improvement Fund FY20 Budgets  
**Ordinance No. 13-2020**

Date: August 30, 2020

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## **STAFF RECOMMENDATION**

Staff recommends that the Town Council approve Ordinance No. 13-2020, which amends the Capital Improvement Fund, Coastal Management Fund, and the Accelerated Capital Improvement Fund FY20 budgets.

## **GENERAL INFORMATION**

The budget amendment is required to appropriate funds for carryover projects from FY19 for the Capital Improvement Fund and the Coastal Protection Fund. The amendment is also to transfer funds to close out the Accelerated Capital Improvement Fund for the final projects.

The exhibits attached to the Ordinance for each of the above referenced funds indicate the amount and expense category for each budget amendment. The Coastal Protection Fund exhibit also shows the prior budget amendment of \$3.6 million adopted in March, 2020 which appropriated funds for the marina bulkhead project.

## **FUNDING/FISCAL IMPACT**

The Ordinance will amend the Coastal Fund (309) by \$15,780,028, the Capital Improvement Fund (307) by \$3,811,000, and the Accelerated Capital Improvement Fund (314) by \$1,000,000 for carryover capital projects balances and necessary transfers.

## **TOWN ATTORNEY REVIEW**

This Ordinance has been reviewed and approved by the Town Attorney for legal form and sufficiency.

Attachments  
Jll

cc: H. Paul Brazil, Director of Public Works  
Carolyn Stone, Director of Business Development and Operations  
John C. Randolph, Town Attorney

**ORDINANCE NO. 13-2020**

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, PROVIDING FOR AN AMENDMENT TO THE TOWN'S BUDGETS ADOPTED FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2019, AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, it was necessary for the Town of Palm Beach to adopt budgets for the fiscal year commencing October 1, 2019; and

**WHEREAS**, the Town Council of the Town of Palm Beach, Florida, deems it necessary and appropriate to amend said budgets to provide appropriations adequate for the authorization of expenditures necessary for conducting Town operations for the fiscal year ending September 30, 2020; and

**WHEREAS**, the budget amendment is necessary for the Capital Improvement Fund, Coastal Protection Fund, and the Accelerated Capital Improvement Fund to appropriate funds for FY19 carryover projects and interfund transfers; and

**WHEREAS**, said budget amendments are required to be approved by ordinance.

**NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, AS FOLLOWS:**

**Section 1.** The foregoing recitals are hereby ratified and confirmed.

**Section 2.** The Capital Improvement Fund, Coastal Protection Fund, and the Accelerated Capital Improvement Fund, for the fiscal year commencing October 1, 2019, are hereby amended and adopted pursuant to Exhibits "A", "B", and "C", attached hereto and made a part of this ordinance.

**Section 3.** Effective Date. This ordinance shall take effect immediately upon passage and approval as provided by law.

PASSED AND ADOPTED in a regular, adjourned session of the Town Council of the Town of the Palm Beach on first reading this 10<sup>th</sup> day of September, 2020, and for second and final reading on this 13<sup>th</sup> day of October, 2020.

\_\_\_\_\_  
Gail L. Coniglio, Mayor

\_\_\_\_\_  
Margaret A. Zeidman, Town Council President

\_\_\_\_\_  
Bobbie Lindsay, Council President Pro Tem

\_\_\_\_\_  
Julie Araskog, Town Council Member

ATTEST:

\_\_\_\_\_  
Lewis S. W. Crampton, Town Council Member

\_\_\_\_\_  
Queenester Nieves, CMC, Town Clerk

\_\_\_\_\_  
Danielle Moore, Town Council Member

**Capital Improvement Fund (307)  
Revenue and Expense Summary**

	FY2018 Actual	FY2019 Actual	FY2020 Budget	Ordinance No. xx-2020 FY2020 Amendment	FY2020 Amended Budget	% Change
<b><u>Revenues</u></b>						
Transfer from General Fund (001)	1,988,024	2,200,000	2,420,000		2,420,000	0.00%
Miscellaneous	21,000	-	-		-	0.00%
Transfer from Rec Enterprise Fund (403)	-	11,047,970	-		-	0.00%
Restricted - One Cent Sur Tax	576,792	623,176	500,000		500,000	0.00%
Donations	-	3,032,874	-		-	0.00%
Interest on Investments	16,175	270,374	200,000		200,000	0.00%
Cost Sharing/Interlocal Agreement	-	184,479	800,000		800,000	0.00%
<b>TOTALS</b>	<b>2,601,991</b>	<b>17,358,873</b>	<b>3,920,000</b>	<b>-</b>	<b>3,920,000</b>	<b>0.00%</b>
<b><u>Expenses</u></b>						
Projects	864,439	9,680,159	6,435,000		6,435,000	0.00%
Carry Over Reserves	-	-	3,629,770	2,811,000	6,440,770	77.44%
Restricted - One Cent Sur Tax	-	-	-		-	0.00%
Contingency	-	-	693,500		693,500	0.00%
Transfer to ACIP Fund (314)	-	-	-	1,000,000	1,000,000	0.00%
Transfer to TWUU Fund (122)	1,000,000	500,000	500,000		500,000	0.00%
<b>TOTALS</b>	<b>1,864,439</b>	<b>10,180,159</b>	<b>11,258,270</b>	<b>3,811,000</b>	<b>15,069,270</b>	<b>33.85%</b>
<b>Total Revenues Over/(Under)</b>						
Expenses	737,552	7,178,714	(7,338,270)	(3,811,000)	(11,149,270)	
Beginning Fund Equity	6,639,003	7,376,555	14,555,269		14,555,269	
<b>ENDING NET ASSETS</b>	<b>7,376,555</b>	<b>14,555,269</b>	<b>7,216,999</b>		<b>3,405,999</b>	

**Coastal Protection Fund (309)  
Revenue and Expense Summary**

	FY2018	FY2019	FY2020	Ordinance No. 05-2020	Ordinance No. xx-2020	FY2020
	Actual	Actual	Budget	FY2020 Amendment	FY2020 Amendment	FY2020 Amended Budget
<b>Revenues</b>						
Transfer from General Fund (001)	7,410,300	7,349,124	6,520,211			6,520,211
Interest on Investments	181,246	1,104,641	899,301			899,301
Grants/Local Revenue	7,112,416	6,100,465	24,903,657			24,903,657
<b>TOTALS</b>	<b>14,703,962</b>	<b>14,554,230</b>	<b>32,323,169</b>	<b>-</b>	<b>-</b>	<b>32,323,169</b>
<b>Expenses</b>						
Projects	2,770,314	956,477	33,038,000			33,038,000
Bulkhead Project at Marina				3,600,000		3,600,000
Carry Over Projects	-	-	-		15,780,028	15,780,028
Transfer to Debt Service	736,038	542,606	544,107			544,107
Transfer to ACIP (314)	2,750,000	1,018,826	-			-
Salaries and Wages	119,453	123,164	124,159			124,159
Employee Benefits	61,443	47,057	50,000			50,000
Contractual	5,563	8,895	7,500			7,500
Commodities	4,546	2,792	4,700			4,700
Capital Outlay	1,963	1,963	1,963			1,963
<b>TOTALS</b>	<b>6,449,320</b>	<b>2,701,780</b>	<b>33,770,429</b>	<b>3,600,000</b>	<b>15,780,028</b>	<b>53,150,457</b>
Total Revenues Over/(Under)						
Expenses	8,254,642	11,852,450	(1,447,260)	(3,600,000)	(15,780,028)	(20,827,288)
Beginning Fund Equity	19,661,967	27,916,609	39,769,059			39,769,059
<b>ENDING NET ASSETS</b>	<b>27,916,609</b>	<b>39,769,059</b>	<b>38,321,799</b>			<b>18,941,771</b>

**Accelerated Capital Improvement Fund (314)  
Revenue and Expense Summary**

	FY2018 Actual	FY2019 Actual	FY2020 Budget	Ordinance No. xx-2020 FY2020 Amendment	FY2020 Amended Budget
<b><u>Revenues</u></b>					
Interest on Investments	170,755	114,863	-	-	-
Transfer from Coastal 309	2,750,000	1,018,826	-	-	-
Transfer from PayGo 307				1,000,000	1,000,000
Donations/Grants	-	-	-	-	-
<b>TOTALS</b>	<b>2,920,755</b>	<b>1,133,689</b>	<b>-</b>	<b>1,000,000</b>	<b>1,000,000</b>
<b><u>Expenses</u></b>					
Projects	7,729,953	6,818,660	-	-	-
Carry Over Projects	-	-	2,396,574	205,029	2,601,603
<b>TOTALS</b>	<b>7,729,953</b>	<b>6,818,660</b>	<b>2,396,574</b>	<b>205,029</b>	<b>2,601,603</b>
<b>Total Revenues Over/(Under)</b>					
Expenses	(4,809,198)	(5,684,971)	(2,396,574)	794,971	(1,601,603)
Beginning Fund Equity	12,095,772	7,286,574	1,601,603		1,601,603
<b>ENDING NET ASSETS</b>	<b>7,286,574</b>	<b>1,601,603</b>	<b>(794,971)</b>		<b>(0)</b>

# TOWN OF PALM BEACH

Town Council Meeting on: September 10, 2020

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## Section of Agenda

Ordinances - First Reading

## Agenda Title

**ORDINANCE NO. 14-2020** An Ordinance of The Town Council of The Town of Palm Beach, Palm Beach County, Florida, Amending Chapter 82 Of The Town Code Of Ordinances Relating To Personnel, At Article II, Employee Benefits, Division 2, Retirement System; Amending Subdivision III, Firefighters, By Amending Section 82-94, Retirement Age And Service Conditions For Firefighters; Amending Subdivision III, Firefighters, By Amending Section 82-98, Chapter 175 Share Accounts; Amending Subdivision III, Firefighters, By Amending Section 82-99, Deferred Retirement Option Program For Firefighters; Amending Subdivision IV, Police Officers, By Amending Section 82-114, Retirement Age And Service Conditions For Police Officers; Amending Subdivision IV, Police Officers, By Amending Section 82-119, Deferred Retirement Option Program For Police Officers; Amending Subdivision V, General Employees And Lifeguards, By Amending Section 82-135, Amount Of Pension For Benefit Group General And Benefit Group Lifeguard; Providing For Severability; Providing For Repeal Of Ordinances In Conflict; Providing For Codification; Providing An Effective Date.

## Presenter

Danielle Olson, Director of Human Resources

## ATTACHMENTS:

- ▣ **Memorandum dated August 27, 2020, from Danielle Olson, Director of Human Resources**
- ▣ **Ordinance No. 14-2020 Retirement Plan Amendment**

# TOWN OF PALM BEACH

Information for Town Council Meeting on: September 10, 2019

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To: Mayor and Town Council

Via: Kirk Blouin, Town Manager

From: Danielle Olson, Director of Human Resources

Re: **Ordinance No. 14-2020** - Amendment of Chapter 82 of the Town Code of Ordinances Relating to Personnel, Article II, Employee Benefits, Division 2, Retirement System

Date: August 27, 2020

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## **STAFF RECOMMENDATION**

Staff recommends approval of the first reading of Ordinance 14-2020 amending Chapter 82 of Town Code of Ordinances. These changes relate to inconsistencies identified during a comprehensive review of the retirement benefits section of the Town Code by GRS Consulting, the pension plan administrator, and reviewed by legal counsel for the Retirement Board of Trustees.

## **GENERAL INFORMATION**

While developing the Town's current retirement benefit calculator system and other matters, GRS Consulting, the Town's pension plan administrator, identified inconsistencies in the Town Code relating to the retirement plan. Ordinance 14-2020 includes revisions to address the inconsistent matters identified and does not provide changes to previously agreed upon benefits. The changes provide clarifying language and/or ensure changes codified in one section prior are properly amended in subsequent related sections as cited below:

- I. Sec. 82-94. - Retirement age and service conditions for firefighters
  - Revision per legal counsel to provide clarification and consistent application of benefits.
- II. Sec. 82-98. - Chapter 175 share accounts
  - See Ordinance No. 6-2012
- III. Sec. 82-99 - Deferred retirement option program for firefighters, Sec. 82-114. - Retirement age and service conditions for police officers, and Sec. 82-119. - Deferred retirement option program for police officers.
  - See Ordinance No. 35-2019 for non-bargaining unit members and Ordinance No. 39-2019 for bargaining unit members.
- IV. Sec. 82-135. - Amount of pension for benefit group general and benefit group lifeguard.
  - Correction of typos from the former Plan to ensure consistent administration of the section.

## **FUNDING/FISCAL IMPACT**

None

## **ATTORNEY REVIEW**

The ordinance has been prepared and reviewed by counsel with Lewis, Longman & Walker P.A., for legal form and sufficiency.

**ORDINANCE NO. 14-2020**

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, AMENDING CHAPTER 82 OF THE TOWN CODE OF ORDINANCES RELATING TO PERSONNEL, AT ARTICLE II, EMPLOYEE BENEFITS, DIVISION 2, RETIREMENT SYSTEM; AMENDING SUBDIVISION III, FIREFIGHTERS, BY AMENDING SECTION 82-94, RETIREMENT AGE AND SERVICE CONDITIONS FOR FIREFIGHTERS; AMENDING SUBDIVISION III, FIREFIGHTERS, BY AMENDING SECTION 82-98, CHAPTER 175 SHARE ACCOUNTS; AMENDING SUBDIVISION III, FIREFIGHTERS, BY AMENDING SECTION 82-99, DEFERRED RETIREMENT OPTION PROGRAM FOR FIREFIGHTERS; AMENDING SUBDIVISION IV, POLICE OFFICERS, BY AMENDING SECTION 82-114, RETIREMENT AGE AND SERVICE CONDITIONS FOR POLICE OFFICERS; AMENDING SUBDIVISION IV, POLICE OFFICERS, BY AMENDING SECTION 82-119, DEFERRED RETIREMENT OPTION PROGRAM FOR POLICE OFFICERS; AMENDING SUBDIVISION V, GENERAL EMPLOYEES AND LIFEGUARDS, BY AMENDING SECTION 82-135, AMOUNT OF PENSION FOR BENEFIT GROUP GENERAL AND BENEFIT GROUP LIFEGUARD; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT; PROVIDING FOR CODIFICATION; PROVIDING AN EFFECTIVE DATE.**

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

**Section 1.** The Code of Ordinances of the Town of Palm Beach is hereby amended at Chapter 82, Personnel; Article II, Employee Benefits; Division 2, Retirement System; Subdivision III. – Firefighters; by amending Section 82-94 to read as follows:

Sec. 82-94. - Retirement age and service conditions for firefighters.

\* \* \*

(b) The age and service conditions for normal retirement are as follows:

(1) Members who attained normal retirement eligibility based on credited service as of May 1, 2012, excluding credited service purchased pursuant to section 82-54, and who were employed by the town and not participating in the DROP on that date, shall be eligible for normal retirement upon attaining age 50 with ten or more years of credited service; or when the member's age to last completed month at termination of service plus credited service totals 65 years or more and the member has ten or more years of credited service; or when the member has 20 or more years of credited service.

\* \* \*

**Section 2.** The Code of Ordinances of the Town of Palm Beach is hereby amended at Chapter 82, Personnel; Article II, Employee Benefits; Division 2, Retirement System; Subdivision III. – Firefighters; by amending Section 82-98 to read as follows:

Sec. 82-98. - Chapter 175 share accounts.

(a) *Individual member accounts.* A separate individual member account shall be established and maintained in each group firefighter member's name effective on or after October 1, 1998. Firefighter DROP participants shall participate or continue to participate in this supplemental plan and the accounts for such participants shall be treated as individual member accounts under this section 82-98. Firefighter members who are employed by the town and not participating in the DROP on May 1, 2012 shall be deemed 100% vested in their individual member account, regardless of a member's length of service upon separation from Town employment.

\* \* \*

**Section 3.** The Code of Ordinances of the Town of Palm Beach is hereby amended at Chapter 82, Personnel; Article II, Employee Benefits; Division 2, Retirement System; Subdivision III. – Firefighters; by amending Section 82-99 to read as follows:

82-99 - Deferred retirement option program for firefighters.

(b) *Eligibility of member to participate in the DROP.* Retirement system members are eligible to elect participation in the DROP provided that they elect to retire as of a date certain and provided that:

(1) Election to participate may be made when the member first reaches normal retirement date or age, as follows:

a. Members who were employed by the town and not participating in the DROP on May 1, 2012, shall be eligible to participate in the DROP upon attaining age 50; or the date on which the member's age to last completed month plus credited service totals 65 years or more; or 20 years of credited service regardless of age. Upon entry into the DROP the benefit payable to such member's DROP account shall be the frozen accrued benefit based on credited service prior to May 1, 2012. The accrued benefit based on credited service on and after May 1, 2012 shall be payable to the member's DROP account, or directly to the member if DROP participation has ceased, upon attaining age 65. Such member who fails to make an election within 84 months after the member has 20 years of credited service shall forfeit all rights to participate in the DROP. Notwithstanding the preceding two sentences, effective October 1, ~~2016~~ 2019 for non-bargaining unit members who are participating in the DROP on that date or who enter the DROP after that date, and effective November 2, 2019 for bargaining unit members who are participating in the DROP on that date or who enter the DROP after that date, the accrued benefit based on

credited service on and after May 1, 2012 shall be payable to the member's DROP account upon attaining age ~~56~~ 55 with 10 years of service or age 52 with 25 years of service, and such members who fail to make an election within 84 months after the member attains 20 years of credited service shall not forfeit the right to participate in the DROP.

b. Members hired on or after May 1, 2012, shall be eligible to participate in the DROP upon attaining age ~~56~~ 55 with ten or more years of service or age 52 with 25 years of service.

\* \* \*

**Section 4.** The Code of Ordinances of the Town of Palm Beach is hereby amended at Chapter 82, Personnel; Article II, Employee Benefits; Division 2, Retirement System; Subdivision IV. – Police Officers; by amending Section 82-114 to read as follows:

Sec. 82-114. - Retirement age and service conditions for police officers.

\* \* \*

(b) The age and service conditions for normal retirement are as follows:

(1) Members who attained normal retirement eligibility based on credited service as of May 1, 2012, excluding credited service purchased pursuant to section 82-54, and who were employed by the town and not participating in the DROP on that date, shall be eligible for normal retirement upon attaining age 50 with ten or more years of credited service; or when the member's age to last completed month at termination of service plus credited service totals 65 years or more and the member has ten or more years of credited service; or when the member has 20 or more years of credited service.

\* \* \*

**Section 5.** The Code of Ordinances of the Town of Palm Beach is hereby amended at Chapter 82, Personnel; Article II, Employee Benefits; Division 2, Retirement System; Subdivision IV. – Police Officers; by amending Section 82-119 to read as follows:

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

\* \* \*

(b) *Eligibility of member to participate in the DROP.* Retirement system members are eligible to elect participation in the DROP provided that they elect to retire as of a date certain and provided that:

(1) Election to participate may be made when the member first reaches normal retirement date or age as follows:

a. Members who were employed by the town and not participating in the DROP on May 1, 2012, shall be eligible to participate in the DROP upon

attaining age 50; or the date on which the member's age to last completed month plus credited service totals 65 years or more; or 20 years of credited service regardless of age; and upon entry into the DROP the benefit payable to such member's DROP account shall be the frozen accrued benefit based on credited service prior to May 1, 2012. The accrued benefit based on credited service on and after May 1, 2012 shall be payable to the member's DROP account, or directly to the member if DROP participation has ceased, upon attaining age ~~65~~ 55. Such member who fails to make an election within 84 months after the member has 20 years of credited service shall forfeit all rights to participate in the DROP. Notwithstanding the preceding two sentences, effective October 1, ~~2016~~ 2019 for members who are participating in the DROP on that date or who enter the DROP after that date, the accrued benefit based on credited service on and after May 1, 2012 shall be payable to the member's DROP account upon attaining age ~~56~~ 55 with 10 years of service or age 52 with 25 years of service, and such members who fail to make an election within 84 months after the member attains 20 years of credited service shall not forfeit the right to participate in the DROP.

b. Members hired on or after May 1, 2012, shall be eligible to participate in the DROP upon attaining age ~~56~~ 55 with ten or more years of service or age 52 with 25 years of service.

\* \* \*

**Section 6.** The Code of Ordinances of the Town of Palm Beach is hereby amended at Chapter 82, Personnel; Article II, Employee Benefits; Division 2, Retirement System; Subdivision V. – General Employees and Lifeguards; by amending Section 82-135 to read as follows:

Sec. 82-135. - Amount of pension for benefit group general and benefit group lifeguard.

\* \* \*

(c) The benefit formulas are:

(1) *For benefit group general.*

\* \* \*

e. For benefits based on credited service prior to May 1, 2012, an early retirement reduction of ~~0.003~~ 0.3 percent (0.3%) shall apply for each month that early retirement under subsection 82-134(b)(1)b. precedes a date the member would have met age and service conditions for normal retirement under subsection 82-134(b)(1)a., if the member had not elected early retirement.

f. For benefits based on credited service on and after May 1, 2012, an early retirement reduction of ~~0.006~~ 0.6 percent (0.6%) shall apply for each month that early retirement under subsection 82-134(b)(1)c. precedes a date the member would have met age and service conditions for normal retirement under subsection 82-134(b)(1)a., if the member had not elected early retirement.

\* \* \*

**Section 7.** Severability.

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

**Section 8.** Repeal of Ordinances in Conflict.

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

**Section 9.** Codification.

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

**Section 10.** Effective Date.

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

**PASSED AND ADOPTED** in a regular, adjourned session of the Town Council of the Town of Palm Beach on first reading this \_\_\_\_ day of \_\_\_\_\_, 2020, and for second and final reading on this \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Gail L. Coniglio, Mayor

\_\_\_\_\_  
Margaret A. Zeidman, Town Council President

\_\_\_\_\_  
Bobbie Lindsay, Council President Pro Tem

\_\_\_\_\_  
Julie Araskog, Town Council Member

ATTEST:

\_\_\_\_\_  
Lewis S.W. Crampton, Town Council Member

\_\_\_\_\_  
Queenester Nieves, CMC, Town Clerk

\_\_\_\_\_  
Danielle H. Moore Town Council Member

# TOWN OF PALM BEACH

Town Council Meeting on: September 10, 2020

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## Section of Agenda

Ordinances - First Reading

## Agenda Title

ORDINANCE NO. 15-2020 An Ordinance Of The Town Council Of The Town Of Palm Beach, Palm Beach County, Florida Amending The Town Code Of Ordinances At Chapter 74, Parks and Recreation, at Division 3, Regulation of Use of Public Beaches, Section 74-196, Presence During Closed Hours; Hours Specified to Modify the name Lake Worth to Lake Worth Beach and to Add the Public Beach from Wells Avenue South to Sunset Avenue as an Additional Beach Declared to be Closed to the Public Each Day from Sunset to Sunrise; Providing For Severability; Providing For Repeal Of Ordinances In Conflict; Providing For Codification; Providing An Effective Date.

## Presenter

Nicholas Caristo, Police Chief

## ATTACHMENTS:

- ▣ **Memorandum dated August 28, 2020 from Nicholas Caristo, Police Chief**
- ▣ **Ordinance No. 15-2020**

# TOWN OF PALM BEACH

Information for Town Council Meeting on: September 10, 2020

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To: Mayor and Town Council

Via: Kirk Blouin, Town Manager

From: Nicholas Caristo, Chief of Police

Re: Proposed Amendment to Chapter 74, Section 74-196 of the Town Code of Ordinances,  
Relative to Public Beach Hours  
**Ordinance 15-2020**

Date: August 28, 2020

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## **GENERAL RECOMMENDATION**

The Town Code currently designates the following beaches to be closed to the public each day from sunset to sunrise: Phipps Ocean Park, the public beach from Royal Palm Way south to Gulfstream Road, the Clarke Avenue Beach area, and the public beach owned by the county lying north of the City of Lake Worth Beach Casino property extending approximately 500 feet northerly therefrom.

## **STAFF INFORMATION**

In an effort to provide consistency and security for all beach access points, staff recommends Town Council approve an amendment of the Town Code of Ordinances at Chapter 74, Offenses; Section 74-196 – Presence during closed hours; hours specified, to include the public beach from Wells Avenue south to Sunset Avenue relative to public beach hours.

## **TOWN ATTORNEY REVIEW**

The Town Attorney has reviewed this ordinance and approved for legal form and sufficiency.

Attachment

NC/kr

cc: John C. Randolph, Town Attorney  
Kirk Blouin, Town Manager  
Benjamin Alma, Support Services Manager

## ORDINANCE NO. 15-2020

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA AMENDING THE TOWN CODE OF ORDINANCES AT CHAPTER 74, PARKS AND RECREATION, AT DIVISION 3, REGULATION OF USE OF PUBLIC BEACHES, SECTION 74-196, PRESENCE DURING CLOSED HOURS; HOURS SPECIFIED TO MODIFY THE NAME LAKE WORTH TO LAKE WORTH BEACH AND TO ADD THE PUBLIC BEACH FROM WELLS AVENUE SOUTH TO SUNSET AVENUE AS AN ADDITIONAL BEACH DECLARED TO BE CLOSED TO THE PUBLIC EACH DAY FROM SUNSET TO SUNRISE~~OFFENSES; SECTION 74-196, "PRESENCE DURING CLOSED HOURS; HOURS SPECIFIED~~; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT; PROVIDING FOR CODIFICATION; PROVIDING AN EFFECTIVE DATE.

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

Section 1. The Code of Ordinances of the Town of Palm Beach is hereby amended at Chapter 74, Parks and Recreation, Division 3, Regulation of Use of Public Beaches ~~amending~~ Section 74-196, Presence during Closed Hours, to read as follows:

**“Sec. 74-196. – Presence during closed hours; hours specified.”**

No person shall use or be upon any public beach in the Town during the hours when any such beach is declared to be closed to the public as hereinafter set forth:

- (1) Phipps Park is declared to be closed to the public each day from sunset to sunrise the following day.
- (2) The public beach from Royal Palm Way south to Gulfstream Road is declared to be closed to the public each day from sunset to sunrise.
- (3) The Clarke Avenue beach area is declared to be closed to the public each day from sunset to sunrise.
- (4) The public beach owned by the county lying north of the City of Lake Worth Beach casino property extending approximately 500 feet northerly therefrom is declared to be closed to the public each day from sunset to sunrise.
- (5) The public beach from Wells Avenue south to Sunset Avenue is declared to be closed to the public each day from sunset to sunrise.;

Section 2. Repeal of Ordinances in Conflict.

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

Section 3. Codification

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

Section 4. Effective Date.

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

**PASSED AND ADOPTED** in a regular, adjourned session of the Town Council of the Town of Palm Beach on first reading this 10th day of September, 2020, and for second and final reading on this 13<sup>th</sup> day of October, 2020.

\_\_\_\_\_  
Gail L. Coniglio, Mayor

\_\_\_\_\_  
Margaret A. Zeidman, Town Council President

\_\_\_\_\_  
Bobbie Lindsay, Council President Pro Tem

\_\_\_\_\_  
Julie Araskog, Town Council Member

ATTEST:

\_\_\_\_\_  
Lewis S.W. Crampton, Town Council Member

\_\_\_\_\_  
Queenester Nieves, CMC, Town Clerk

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Danielle H. Moore, Town Council Member